



Regular Board of Directors Meeting

Wednesday, January 14, 2026 at 9:00 am

MEETING LOCATION

530 S. Melendres Las Cruces, NM 88005

VIRTUAL MEETING DETAILS

<https://us06web.zoom.us/j/87218018839?pwd=K9yAXbbcawH6CesOv9AaQMw6vXAB7t.1>

Meeting ID: 872 1801 8839

Passcode: 564137

OPEN SESSION

- 1. Invocation**
- 2. Pledge of Allegiance**
- 3. Introduction of Guests**
- 4. Oath of Office**
- 5. Nomination and Election of Officers**
- 6. Approval of 2026-01: Open Meetings Act Resolution**
- 7. Public Input**
Three minutes permitted for each participant, with no more than 30 minutes spent in this item monthly.
- 8. Approval of Agenda**
- 9. Approval of Board Minutes**
 - a. Special Board Meeting - December 8, 2025**
 - b. Regular Scheduled Board Meeting - December 10, 2025**
- 10. Approval for Travel for November 2025 Interim Committee Meeting in Santa Fe**
R. Rovirosa
- 11. Approval of First Amendment to Treasurer-Manager Contract**
D. Lutz

COMMITTEE REPORTS

- 12. Water Resources Committee**
R. Garay
- 13. Capital Improvement Committee**
R. Garay

14. Government Affairs Committee

R. Rovirosa

STAFF REPORT

15. Water Resource

P. King / J. Narvaez

a. Weather/Runoff Forecast

16. General & Administrative

a. Financial Report

J. Franzoy

b. Approval of Asset Management Plan

J. Franzoy

c. DFA Annual Report

J. Franzoy

d. Approval of Professional Services Contract for General Legal Martin & Lutz P.C.

L. Diaz

17. HR/Safety Update

D. Maciel / J. Smith

18. Manager's Update

J. Smith

19. Calendar of Events

J. Smith

- New Mexico Legislative Session: January 20 - February 19, 2026 in Santa Fe, NM | PERTINENT DATES: Opening Day (1/20) / Mesilla Valley Days (1/24 - 1/26) / Soil and Water Conservation Day (2/16) (travel approved)
- Irrigation Leaders Workshop: January 20-22, 2026 in Chandler, AZ (travel approved)
- Next Board Meeting: February 11, 2026

20. Engineering/Maintenance

A. Rubio / L. Barrett

a. Maintenance/Projects Update

21. Approval of Consent Agenda

S. Gamboa

The Board will be asked to approve by one motion the following items of recurring or routine business:

EBID Engineering recommends approval of 11 ROU Licenses. Three of these ROU Licenses are requesting land use fees to be waived due to agriculture use.

- 2 Alfredo and Rosa Holguin (renewed licenses) - Two harvest gates on right bank of the East Main Canal (requesting land use fees to be waived due to agriculture use)
- 1 Segra Networks - New buried fiber optic line crossing the Park Drain
- 1 Village of Hatch - New buried service line and existing buried water line crossing the Angostura Lateral
- 1 El Paso Electric Co. - New aerial electrical line crossing the Mesilla Drain
- 3 Lower Rio Grande PWWA (renewed licenses) - Existing water lines crossing Las Cruces Lateral, Eastside Main Canal and Apache Lateral
- 2 Vexus Fiber - New aerial fiber optic lines crossing the Las Cruces Lateral
- 1 Colquitt Pecan Farms - Construct new culvert crossing at East Drain (requesting land use fees to be waived due to agriculture use)

CLOSED SESSION

22. Legal Update

- a. Texas v. NM (USSC)**
- b. Treasurer-Manager Performance Evaluation**
- c. Discussion regarding purchase, acquisition, or disposal of real property or water rights**
- d. Discussion regarding issuance, suspension, renewal or revocation of a license pertaining to use of EBID Property**
- e. Pending OSE Protests**
- f. Limited Personnel Matters**
- g. Other Threatened/Pending Litigation**
- h. Motion to come out of closed session**

OPEN SESSION

23. Potential Approval of Merit Bonus/Salary Increase for Treasurer-Manager

ADJOURNMENT

24. Motion to Adjourn

In accordance with the Elephant Butte Irrigation District resolution directing compliance with Open Meetings Act, a final version of the agenda will be available 72 hours in advance of the meeting at the EBID office at 530 S Melendres, Las Cruces, NM; and will be emailed to persons making a specific request for the final agenda by calling EBID's office 575-993-2429.

Contact: Marilyn Crawford, Executive Assistant (mcrawford@ebid-nm.org 575-993-2429) | Agenda published on 01/09/2026 at 11:46 AM

ELEPHANT BUTTE IRRIGATION DISTRICT
NOTICE OF PUBLIC MEETING AND PARTICIPATION POLICY
RESOLUTION 2026-01

WHEREAS, the Elephant Butte Irrigation District (hereinafter referred to as "District") met in regular session at Elephant Butte Irrigation District Office located at 530 South Melendres, Las Cruces, New Mexico on Wednesday, January 14, 2026, at 9:00 a.m. as per law; and

WHEREAS, Section 10-15-1(C) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to -4) states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission, administrative adjudicatory body or other policy making body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1(D) of the Open Meetings Act requires the Elephant Butte Irrigation District Board of Directors to determine annually what constitutes reasonable notice of its public meetings;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Elephant Butte Irrigation District that:

1. All meetings shall be held at the District office located at 530 South Melendres, Las Cruces, New Mexico at 9:00 a.m. or as indicated on the meeting notice.
2. Unless otherwise specified, regular meetings shall be held each month on the second Wednesday of that month. The agenda will be available at least seventy-two (72) hours prior to the meeting from the EBID office at the address stated above. The agenda will also be posted on the District's website at www.ebid-nm.org.
3. Special meetings may be called by the Chairman or a majority of the members upon three (3) days notice. The notice shall include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least twenty-four hours before any special meeting and posted on the District's website at www.ebid-nm.org.
4. Emergency meetings will be called only under unforeseen circumstances that demand immediate action to protect the health, safety and property of citizens. The District will avoid emergency meetings whenever possible. Emergency meetings may be called by the Chairman or a majority of the members upon twenty-four (24) hours' notice, unless threat of personal injury or property damage require less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda. Within ten days of taking action on an emergency matter, the District will notify the Attorney General's Office.
5. For the purposes of regular meetings described in paragraph two of this resolution, notice requirements are met if notice of the date, time, and place of meeting is posted in a place and manner accessible to the public, which is hereby designated as the front door of the District office, located at 530 South Melendres, Las Cruces, New Mexico, and posted on the District's website at www.ebid-nm.org.
6. For the purposes of special meetings and emergency meetings described in paragraphs three and four of this resolution, notice requirements shall be met if notice of the date, place, time and information about where to obtain an agenda are posted on the front door of the District office, located at 530 South Melendres, Las Cruces, New Mexico, and posted on the District's website at www.ebid-nm.org. Notice also shall be given to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.
7. In addition to the information specified above, all notices shall include the following language: "If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Executive Assistant at the District office at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Executive Assistant at the District office if a summary or other type of accessible format is needed.
8. The District may close a meeting to the public only if the subject matter of such discussion or action is exempted from the open meeting requirement under Section 10-15-1(H) of the Open Meetings Act.
 - A. If any meeting is closed during an open meeting, such closure shall be approved by a

majority vote of a quorum of the board taken during the open meeting. The authority for the closure and the subjects to be discussed shall be stated in the motion for closure and the vote on closure of each individual member shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in a closed meeting; and

- B. If the decision to hold a closed meeting is made when the board is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances and stating the specific provision of law authorizing the closed meeting and the subjects to be discussed, is given to the members and to the general public; and
 - C. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.
 - D. Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by vote of the board in an open public meeting.
- 8. Reasonable efforts shall be made to accommodate the use of audio and video recording devices so long as such devices are not disruptive of the meeting.
 - 9. Requests to place items on the agenda from the constituency or the public must be made in writing to the manager at least five business days prior to a regularly scheduled meeting. Presentations will be limited to five minutes unless further time is allowed by majority vote of the board. The request shall specify the topic to be discussed in detail and identify the person and/or group requesting time on the agenda. The group shall designate one spokesperson to address the board.
 - 10. The board may adopt at each meeting, depending on the circumstances, rules necessary to conduct said meeting in a way to maintain public order, including but not limited to the removal of persons who are disruptive. The board may limit or not allow public debate and may take whatever steps are necessary to maintain public order.

PASSED BY THE BOARD this 14th day of January 2026.

EBID Board President

EBID Board Secretary

ELEPHANT BUTTE IRRIGATION DISTRICT
BOARD OF DIRECTORS' MEETING
December 8, 2025

A Special Board of Directors meeting of the Elephant Butte Irrigation District was held at 530 S Melendres, Las Cruces, NM at 9am on Monday, December 8, 2025. The meeting was called to order by Board President Greg Daviet. Board members present were Randy Garay, Greg Daviet, Rafael Roviroso, Henry Ludwig, Prescott Colquitt III (9:05 AM) and John Clayshulte Jr. (9:08 AM). Board members Casey Crist, Preston Tharp and James Sloan were absent.

The Invocation was given by Joah Franzoy, followed by the Pledge of Allegiance led by Secretary Garay.

President Daviet announced that a quorum of directors was not present. He advised that the meeting would proceed with discussion of agenda items not requiring board approval. All items requiring board action were tabled and will be addressed once a quorum is established.

EBID personnel present were Josh Smith, Treasurer-Manager (virtual); Joah Franzoy, Assistant Manager; Marilyn Crawford, Executive Assistant; James Narvaez, Director of Irrigation Systems (virtual); Leah Diaz, Chief Procurement Officer; AJ Carlson, Land Records Administrator (in-person and virtual); William Lutz, Legal Counsel; David Lutz, Legal Counsel; Delyce Maciel, Director of HR and Safety (virtual); Jorgianna (Jorgi) Ellis, PR Consultant; Scott Gamboa, Land and Licensing Technician, (in-person and virtual); Juan Caballero, GIS and Licensing Administrator; Mariano Rodriguez, EBID; Pete Domenici, Legal Counsel (virtual); DL Sanders, Legal Counsel (virtual); and Dr. Phil King, Consultant (virtual).

EBID guests present were Alfred Perrault, OSE; Constituent; Ryan Serrano, NMISC; Larry Vasquez, BOR; and Jesus Moreno.

Virtual attendees present were Anthony Collin, NMDA; Caitlyn Owens, NMOSE; Matthew Vogel; Jerry Melendez, USBR; and Max Henkels, NMDA.

President Daviet reported that the Water Resources Committee met twice in November. A major topic discussed at both meetings was the Copper Flat Mine. On November 13, representatives from Copper Flat Mine presented to the committee. Attendees included the committee chair, Dr. King, Josh (virtually), Steve Crosby from the New Mexico Corporation, and Andrew Maloney from Tula Resources. The presentation focused on a proposed permit change from a wet tailings pond to a dry stacking tailings pond, which would reduce water usage from 6,000 acre-feet per year to approximately 1,000 acre-feet per year. The presenters expressed interest in EBID's support. This matter was discussed further at the committee meeting the following Monday, where numerous questions were raised. Attendees included members of the NM Pecan Growers and Dr. Maxier to address concerns about potential impacts on inflows into the Caballo Reservoir and the risk of contamination from tailings.

At the regular monthly meeting, the committee reviewed the draft end-of-year allocation and discussed carryover balances. The committee agreed that if the available supply is less than 100,000 acre-feet, EBID will not release water from the reservoir, and if the supply exceeds 200,000 acre-feet, EBID will likely release water. Current projections fall between these thresholds, and the committee continues to evaluate options to provide guidance to the board. At this time, no formal recommendations have been made regarding district policy or next year's allocation.

President Daviet announced that a quorum was established with the arrival of Director Colquitt III. He stated that all items previously tabled pending a quorum would now be addressed in the order listed on the agenda.

The agenda was approved as presented.

President Daviet noted the arrival of Director Clayshulte Jr.

President Daviet made a correction to the minutes. The correction was at the bottom of page three regarding the City of Las Cruces as a *four-year* planning entity, this should read *forty-year* planning entity. **Director Clayshulte Jr. moved, and Director Colquitt III seconded, to approve the November 12, 2025, Regular Board Meeting minutes as corrected. Directors Garay, Roviroso, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. Motion passed unanimously.**

Canvass and Certification of 2025 Board of Directors Election.

Precinct	Candidate	Total Votes
Precinct 2	Casey Crist	57
Precinct 4	Greg Daviet	57
Precinct 6	Rafael Roviroso	58
Precinct 8	Prescott K (PK) Colquitt III	56

Director Ludwig moved, and Secretary Garay seconded, to confirm the results read by acclamation and approve the resolution certifying the results and the election held on December 2, 2025, for the Board of Directors. Directors Garay, Roviroso, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. Motion passed unanimously.

Dr. King provided a water resources update. He provided a preliminary 2025 end of year (not final or approved) accounting update. As of October 31, 2025, total project storage stands at 102,334 acre-feet (AF), with 87,536 AF in Elephant Butte and 14,798 AF in Caballo. Usable project storage was 91,022 AF; 10,688 AF was not releasable. Rio Grande Compact credit was 7,200 AF, and San Juan-Chama

Introduction
of Guests

Committee
Report

Agenda
Approval

Minutes
Approval

Canvass &
Certification
of the
2025 EBID
Election

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Water
Resources
Update

was at 4,112 AF. Amount released from Caballo was 248,440 AF. Total usable available for release was 328,774 AF. EBID charges (including Mexico over-delivery of about 1,700 acre-feet, which was intentional to comply with treaty obligations) was at 79,953 AF. EPCWID charges (including Mexico over-delivery) was at 122,383 AF. Mexico delivery was as 13,463 AF. Total charges amounted to 214,017 acre-feet, and the diversion ratio was calculated at 0.861, significantly higher than the earlier estimate of 0.78. EBID's final allocation was at 113,191 AF, resulting in and carry over of 33,238 AF. EPCWID allocation was at 146,748 AF resulting in carry over of 24,365 AF.

Dr. King noted that as of December 4, 2025, total project storage stands at 139,596 acre-feet (AF), with 124,441 AF in Elephant Butte and 15,155 AF in Caballo. Usable project storage was 129,870 AF; 22,274 AF was not releasable. Estimated Rio Grande Compact credit was 5,614 AF, and San Juan-Chama (as of October 31) was at 4,112 AF. The seasonal supply was at 107,596 AF. The net inflow into Elephant Butte was at approximately 1,300 AF per day.

Dr. King reported as of December 7, 2025, the Upper Rio Grande was at 162% of average total precipitation, Rio Chama 165%, Sangre de Cristo 103%, and Jemez at 118%. The snow water equivalent has improved over the last two weeks.

Dr. King discussed the scheduled water release from Abiquiu to Elephant Butte Reservoir by the Army Corps of Engineers. The release began around November 30, following a stair-step increase in flow, peaking at approximately 1,400 CFS. The schedule indicates that the ramp-down will start soon, with the release process being completed by December 17 and intended to reach Elephant Butte by the end of the calendar year. Ryan Serrano with the NM Interstate Stream Commission confirmed the release and clarified that it would be 28,000 AF from upstream storage.

The NOAA NWS Climate Prediction Center projects below average precipitation and above average temperatures January 2026 through March 2026 throughout the Rio Grande watershed. According to the US drought monitor most of the Rio Grande watershed is in moderate drought. The seasonal forecast is anticipated as *drought development likely*. La Niña conditions are present and expected to persist through March.

In conclusion, anticipate an initial release date in late May or early June 2026 with an expected allotment of no more than 4 inches.

Joah Franzoy presented the financial report, noting a total of \$7,603,617 held across investments and cash in the bank as of December 3, 2025. Cash flow continues to improve year over year, and we remain on track to reach the reserve target set by the Budget Committee (equivalent to one full year of cash flows) though this goal may be adjusted in the future. Current cash levels are high due to incoming assessments, pending grant-related expenditures, and payroll obligations. Approximately 25% of fiscal year 2026 assessments have been collected. There were no extraordinary revenues this month, aside from \$67,590 in auction proceeds. We are also receiving reimbursements for ISC grant purchases; of roughly \$3.2 million spent, about \$2.5 million has been reimbursed. Additional purchases and reimbursements are expected soon.

Financial
Report

Leah Diaz presented the contract for Professional Services for State Lobbyist Devore/Aragon. The contract is for year two of four, and is for a fixed fee of \$40,000 per year. **Vice President Rovirosa moved, and the motion was seconded by Director Ludwig to approve the Professional Services contract for Devore/Aragon. Directors Garay, Rovirosa, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. Motion passed unanimously.**

Contract
Approval for
Devore/Aragon

Leah Diaz presented the FY2025 Audit Contract for approval. This is a new contract with a new firm, SJT Group, for audit services for the fiscal year 2025. The contract has been approved through the Office of the State Auditors. **Vice President Rovirosa moved, and the motion was seconded by Director Colquitt III to approve and delegate signature authority to the CPO of the District for the fiscal year 2025 audit contract. Directors Garay, Rovirosa, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. Motion passed unanimously.**

Approval of
FY2025
Audit
Contract

Delyce Maciel provided an HR and Safety update and reported a current employee count of 83. She noted an open position for a Ditch Rider in the North, which is challenging to fill; therefore, the position is being actively posted. An internal posting for an Engineering Technician is also open, and one current Ditch Rider has applied. If selected, his position will not be backfilled. Joah is finalizing security upgrades for all yards. Two employees are on intermittent FMLA, and one employee is on continuous FMLA, with an expected return date at the beginning of the year. The District will close for the winter shutdown from December 23 at noon through January 2, 2026, reopening January 5, 2026.

HR/Safety
Report

Joah Franzoy provided an Engineering and Maintenance update.

- Rincon Arroyo work has been completed.
- The City of Las Cruces project is being finalized.
- Dam work is underway, with external engineering conducting a risk assessment and internal engineering focused on the Category A mission.
- Engineering designs for the Rincon Lateral Phase I project have been received, but on hold with SHPO. Work on Phases II and III is in progress, and those designs have been submitted to NRCS.

Maint/Proj
Update

Joah Franzoy presented the calendar of events:

- Regularly Scheduled Board Meeting: December 10, 2025 (No Agenda Items).
- EBID Winter Shut Down: December 23, 2025 at Noon - January 4, 2026 (reopen 1/5/26).

Calendar
of
Events

- January Board Meeting: January 14, 2026.
- New Mexico Legislative Session: January 20 - February 19, 2026, in Santa Fe, NM. **Vice President Rovirosa moved, and the motion was seconded by Secretary Garay to approve travel for reasons related to the New Mexico Legislative Session for up to six trips, for up to two board members and one staff to include all actual expenses. Directors Garay, Rovirosa, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. Motion passed unanimously.**
- Irrigation Leaders Workshop: January 20-22, 2026, in Chandler, AZ. **Vice President Rovirosa moved, and the motion was seconded by Secretary Garay to approve travel for up to four board members and two staff to attend the Irrigation Leaders Workshop to include all actual expenses. Directors Garay, Rovirosa, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. Motion passed unanimously.**

Director Colquitt III moved, and the motion was seconded by Vice President Rovirosa to go into closed session. Directors Garay, Rovirosa, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. Motion passed unanimously. Pursuant to Section 10-15-1(H), NMSA of the New Mexico Open Meetings Act, the following topics were discussed in closed session:

- Performance Evaluation of Treasurer-Manager
- Texas v. NM (USSC)
- Discussion regarding all pending Water Right Protests before the Office of the State Engineer.
- Discussion regarding issuance, suspension, renewal or revocation of a license pertaining to use of EBID Property
- Limited Personnel Matters
- Other threatened/pending litigation
- Motion to come out of closed session

Secretary Garay moved, and the motion was seconded by Director Colquitt to come out of closed session. Directors Garay, Rovirosa, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. Motion passed unanimously. President Daviet noted the only matters discussed in closed session were the items identified in the motion to go into closed session.

There being no further business, Secretary Garay moved, and the motion was seconded by Director Colquitt III to adjourn the meeting. Directors Garay, Rovirosa, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. Motion passed unanimously. The meeting was adjourned at 1:40 PM.

The next meeting of the Board of Directors will be held on December 10, 2025, beginning at 9:00 AM at the EBID office located at 530 S Melendres St., Las Cruces, NM.

EBID Board President

EBID Board Secretary

Closed
Session

Adjourn

**ELEPHANT BUTTE IRRIGATION DISTRICT
BOARD OF DIRECTORS' MEETING
December 10, 2025**

A Regular Board of Directors meeting of the Elephant Butte Irrigation District was held at 530 S Melendres, Las Cruces, NM at 9am on Wednesday, December 10, 2025. The meeting was called to order by Board President Greg Daviet. Board member present was Greg Daviet.

EBID personnel present were Marilyn Crawford, Executive Assistant, and David Lutz, Legal Counsel.

Virtual Attendees: None

There are no items on the agenda. The meeting was adjourned at 9:00 AM.

The next meeting of the Board of Directors will be held on January 14, 2026, beginning at 9:00 AM at the EBID office located at 530 S Melendres St., Las Cruces, NM.

Adjourn

EBID Board President

EBID Board Secretary

**FIRST AMENDMENT
TO SEPTEMBER 30, 2024
EMPLOYMENT AGREEMENT
ELEPHANT BUTTE IRRIGATION DISTRICT
DISTRICT TREASURER – MANAGER**

WHEREAS Elephant Butte Irrigation District and Joshua Smith entered into an Employment Agreement effective September 30, 2024; and

WHEREAS Section 9.1 of that Employment Agreement indicates that modification of the Employment Agreement must be made in writing and executed by all Parties to the Employment Agreement; and

WHEREAS Section 3.1 of the Employment Agreement and Section 4(D) of the Employment Agreement could arguably be construed as ambiguous regarding whether the District Treasurer-Manager is entitled to any kind of merit bonus and/or salary increases, whether for cost of living or otherwise; and

WHEREAS The Parties agree that this First Amendment is appropriate to eliminate any such ambiguity in favor of allowing the Board of Directors to award a merit bonus and/or salary increases to the District Treasurer-Manager pursuant to the Employment Agreement.

NOW THEREFORE, pursuant to Section 9.1 of the Employment Agreement, Section 3.1 of the Employment Agreement is amended as follows:

Section 3.1 Base Salary. Employee shall be paid at a rate of Two Hundred Twenty-Five Thousand (\$225,000) ("Base Salary") per year. Payments will be made on regularly scheduled payroll dates, and shall be subject to the applicable payroll withholdings. Subject to the Board of Directors' ability to award any merit bonus and/or salary increases pursuant to Section 4(D) below, such compensation shall otherwise be the only monetary compensation the District pays and the Employee receives for Employee's services under this Agreement.

This First Amendment to September 30, 2024 Employment Agreement Elephant Butte Irrigation District Treasurer – Manager shall have an effective date of January 1, 2026. All other terms and provisions of the Employment Agreement are hereby ratified and remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment has been entered into by and between EMPLOYEE and the DISTRICT as of the effective date set forth above.

DISTRICT:

Elephant Butte Irrigation District

By: _____
President

By: _____
Secretary

Date Signed: _____

EMPLOYEE:

By: _____
Joshua Smith, an Individual

Date Signed: _____

Report on the
Water Resources Committee Meeting

December 15, 2025

Present: G. Daviet, H. Ludwig, R. Garay (board members), J. Smith, J. Narvaez (staff), J.P. King (EBID consultant)

Convened: 10:00 AM MST

Discussion: Randy Garay was named chair of the EBID Water Resources Committee.

Data on storage in Elephant Butte Reservoir has been irregular due to instrumentation issues, but as of December 9, Elephant Butte held about 136,000 acre-feet and Caballo held 15,000 acre-feet for a total of about 151,000 acre-feet.

Attendees discussed the minimum amount of storage and allocation to make an annual release from Caballo. The minimum historical annual release was in 2013, when the release was about 168,000 acre-feet, and the release lasted 47 days. EBID's allocation was about 56,000 acre-feet, and the allotment was 3.5 inches. With lessons learned since then, Narvaez and King suggested that if a similar year occurred, they would recommend an allotment of 4 inches and get it out to farmers "fast and furious." The 2026 release will likely occur on or about June 1.

Release of upstream water from Abiquiu Reservoir started November 30 and would continue until December 17. King estimated that about 32,000 acre-feet would be released. Unfortunately, with the storage monitoring issues at Elephant Butte, it is difficult to say how much of the release would reach the reservoir. While no formal recommendation on minimum release was made, it was estimated that about 200,000 acre-feet of storage would be necessary to release at the 2013 level due to evaporation and minimum reservoir pools.

The Lower San Acacia Reach Improvements Project EIT is open for comments which are due January 12. EBID is listed as a cooperating agency, as is Middle Rio Grande Conservancy District. The project is intended to realign the river to improve habitat and deliveries by New Mexico to Elephant Butte Reservoir. The committee referred the preparation of comments to the Legal Review Committee.

Tulla Resources/NM Copper Company have not reached out to King to discuss their proposed dry-stack handling of mine tailings and the effect on water use and threat to Caballo Reservoir.

Follow-up:

The LRC will prepare EBID's response to the LSARIP.

King will continue to monitor the inflow at Elephant Butte Reservoir and communicate with EPCWID as the 2026 season develops.

Adjourned: 11:05 AM MST

Report on the
Capital Improvements Committee Teleconference Call

January 6, 2026

Members: Randy Garay, Rafa Roviroso, Preston Tharp, Henry Ludwig, (Board Members)
Joah Franzoy, Josh Smith (Staff)

Discussion:

The committee has completed its review of the Asset Management Plan Review prepared by Joah Franzoy. We note that the Asset Management plan was completed within the assigned timeframe (year end) and follows the format and structure requested by the District's Treasure-Manager. The committee has reviewed the document in detail and is satisfied with both its organization and content.

Purpose Summary:

The purpose of the Asset Management Plan is to assess the condition and risks of the district's aging assets, document recent improvements in asset management practices, and establish a framework to guide future capital planning, maintenance, and long-term sustainability.

Conclusion:

Overall, the committee believes the plan reflects meaningful progress, supports a transition toward proactive and risk-based asset management, and provides a solid foundation for continued improvement.

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Executive Summary

The Elephant Butte Irrigation District (EBID or the District) developed this Asset Management Plan (AMP) in Fiscal Year 2026 to establish a clear, organized framework for managing, maintaining, and reinvesting in the District's infrastructure systems that serve the Lower Rio Grande Basin. The purpose of this plan is to create a practical, data-driven approach for tracking asset conditions, identifying risk, prioritizing maintenance and replacement, and supporting long-term financial and operational sustainability.

As one of the oldest and largest irrigation districts in New Mexico, EBID is responsible for operating and maintaining a wide range of infrastructure, including diversion and flood control dams, main and lateral canals, drainage systems, roads, heavy equipment, and a modern Supervisory Control and Data Acquisition (SCADA) network. These assets are critical to delivering reliable water service to agricultural producers and managing the region's complex water resources efficiently and safely.

This AMP represents EBID's commitment to formalizing its asset management practices and aligning them with industry standards while tailoring them to the District's operational realities, staffing capacity, and available resources. The plan identifies and documents the condition, replacement costs, and useful life of critical assets, while also defining performance measures, risk criteria, and future investment priorities.

The AMP provides informed decision-making by linking asset data with financial planning and project prioritization. This integration will help the District manage lifecycle costs, extend the service life of key infrastructure, and allocate funding strategically to areas of highest need and risk.

Ultimately, this Asset Management Plan establishes a foundation for continual improvement. It outlines how EBID will collect, maintain, and use asset information to ensure the sustainability of its water delivery and drainage systems. By implementing this plan, the District reinforces its role as a responsible steward of public resources and a key partner in the long-term sustainability of agriculture and water management in the Lower Rio Grande.

Introduction

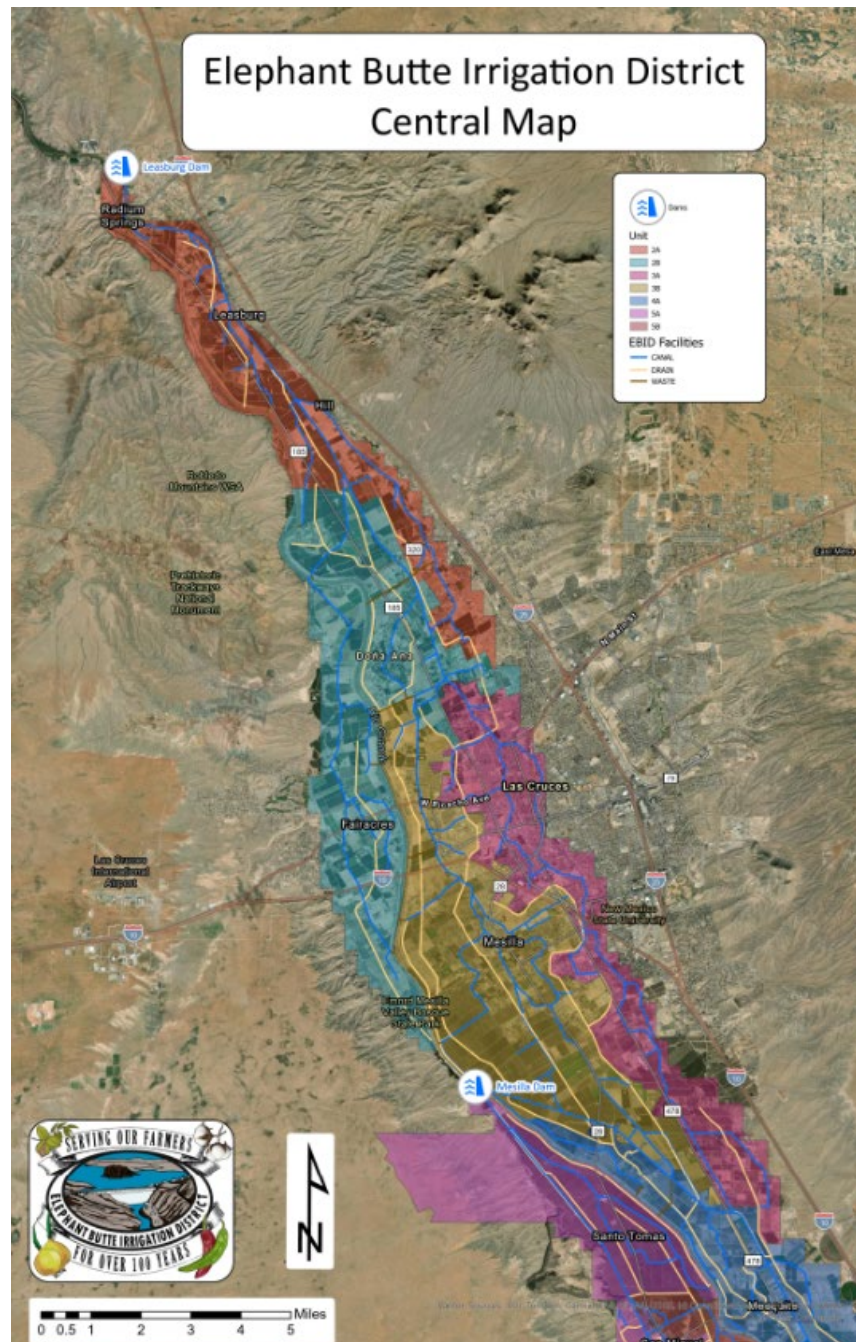
Elephant Butte Irrigation District (EBID or the District) is located in southern New Mexico and serves agricultural producers throughout the Lower Rio Grande Basin. Headquartered in Las Cruces, EBID manages and operates irrigation and drainage infrastructure that supports over 90,000 acres of farmland extending from the Percha Dam area near Caballo Lake to the Texas state line. The District's service area spans approximately 90 miles of river valley and includes a complex network of canals, laterals, drains, roadways, and water control structures that form the backbone of local agricultural production.

Established in 1918 as part of the Rio Grande Project, EBID plays a critical role in the delivery and management of surface water allocated through the Elephant Butte Reservoir system. The District's operations ensure that water is diverted, conveyed, and distributed equitably and efficiently to its members, while also maintaining infrastructure that supports flood control, stormwater management, and groundwater recharge.

Over more than a century of operation, the District has continually expanded, rehabilitated, and modernized its assets to meet evolving regulatory, environmental, and operational challenges. Today, EBID's infrastructure includes multiple diversion and flood control dams, main canals, laterals, drains, and pumping facilities, as well as a growing suite of technological assets such as telemetry systems, automated gates, and Supervisory Control and Data Acquisition (SCADA) systems. The District also maintains a fleet of vehicles, heavy equipment, and maintenance facilities essential to system operation and upkeep.

The AMP also serves as a living document—one that will be reviewed and updated periodically as new data, technology, and financial information become available. It provides a clear roadmap for how EBID will continue to strengthen its asset management practices and ensure the sustainable, cost-effective operation of its water delivery and drainage systems well into the future. The figures below represent the areas covered by EBID.





Current State of the Assets

EBID's evaluated assets reflect a historically under-reinvested system with assets being utilized beyond useful-life thresholds. Many facilities and equipment have remained in service due to the District's long-standing commitment to maintaining functionality through field maintenance, repairs, and operational ingenuity rather than large-scale capital replacement. While portions of the Asset Management Program remain under development and some asset categories are still undergoing full condition assessment, recent efforts represent a decisive shift in direction. EBID is now actively accelerating asset replacement, modernization, and risk reduction through targeted rehabilitation projects, strategic use of leasing and grants, implementation of improved inspection and GIS tracking systems, and development of long-term capital planning frameworks. This transition reflects the District's commitment to moving from reactive maintenance toward proactive asset stewardship, ensuring sustainable system reliability, improved water efficiency, and enhanced operational resilience for the Lower Rio Grande project area.

Main Canal Structures Assessment

EBID conducted a systematic field assessment of structural assets located along the District's **main canal systems**, completing physical site visits to each identified structure within the study scope. The assessment program focused exclusively on **check structures and turnouts**, as these assets can be reliably evaluated through visual condition inspection and operational observation. Other structure types—such as siphons, and specialized concrete control works—were excluded from this phase of evaluation because they require more advanced engineering analysis and detailed structural testing to accurately determine condition and remaining useful life.

During field inspections, EBID personnel documented location, structure condition, estimated useful life based on condition, and visible damage indicators, while capturing on-site photographs to support condition ratings. Each asset inspection was paired with GIS-enabled geolocation data, allowing structures to be spatially verified and incorporated into EBID's updated GIS-based Structure Book. This process created a centralized, field-validated asset inventory that includes structure identification, condition classification, estimated service life, and associated photographic records for future reference. While the current dataset reflects coverage of all main canal structures within the District, lateral systems will be evaluated in a future assessment phase, allowing EBID to further expand and refine its comprehensive asset condition database across the full irrigation network.

Replacement Cost Estimation Methodology

EBID estimates long-term capital replacement needs using a **condition-weighted replacement cost method** tied directly to remaining useful life classifications developed through field inspections and asset condition assessments. Each structure is assigned a baseline replacement cost based on typical construction costs for that asset type, this was \$60,000 for check structures and \$6,000 for turnouts. This value is then modified by a weighting factor that reflects the asset's **expected timing for rehabilitation or replacement**, rather than simple accounting depreciation.

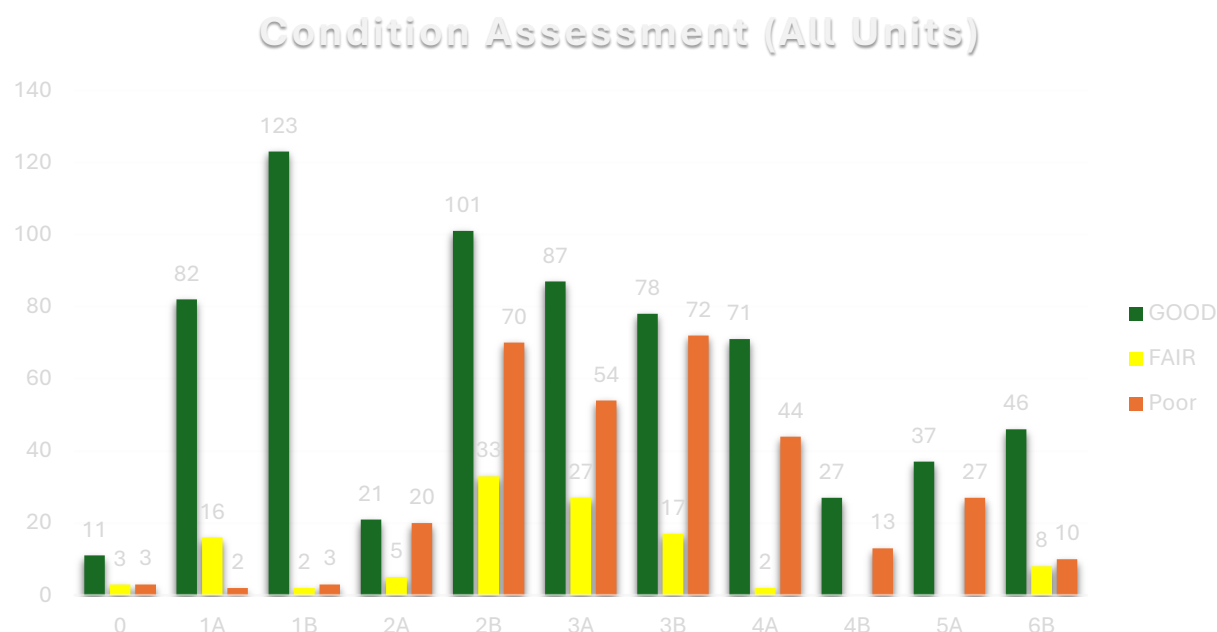
Assets rated in GOOD condition with a remaining useful life of greater than five (5) years are assigned a 15.0% weighting factor, representing their inclusion in long-range planning but low near-term financial exposure. Assets rated FAIR with an estimated remaining life of two (2) to five (5) years receive a 50.0% weighting factor,

identifying these structures as near-term candidates for capital rehabilitation or replacement within the District’s five-year capital planning window. Assets rated POOR or approaching the end of their service life are assigned a 100.0% weighting factor, reflecting immediate or high-priority capital need.

This methodology allows EBID to create a prioritized, defensible capital forecast that focuses funding on the assets presenting the greatest operational risk while maintaining visibility into long-term infrastructure needs. By using remaining useful life–based weighting instead of accounting depreciation alone, the District’s replacement cost projections more accurately reflect real-world maintenance timing, financial exposure, and program delivery capacity.

The resulting weighted replacement cost model supports EBID’s development of multi-year capital improvement programs, grant funding justifications, and equipment and staffing forecasts. It provides a transparent planning tool that aligns both financial resources and rehabilitation schedules with measured asset condition and system performance goals.

Main Canal Structure Condition (All Units)



This consolidated assessment summarizes the condition of all inspected **main canal structures**, categorized using a remaining-useful-life framework to support prioritized capital planning. Structures are classified as:

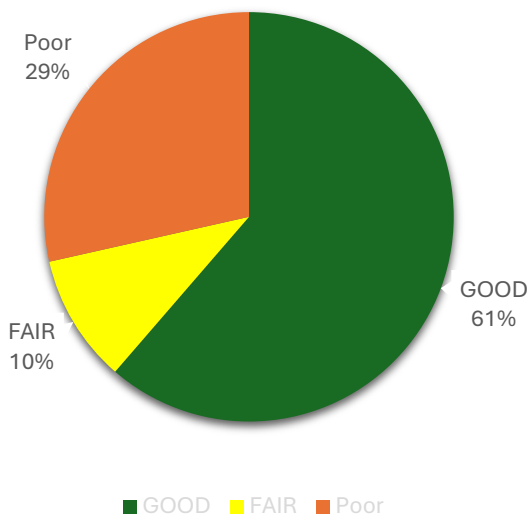
- **GOOD** — estimated greater than five (5) years of remaining service life, requiring routine maintenance only;
- **FAIR** — estimated two (2) to five (5) years of remaining service life, indicating structural aging that warrants inclusion in near-term rehabilitation planning; and
- **POOR** — estimated less than two (2) years of remaining service life, identifying assets in need of immediate repair or replacement to reduce the risk of operational disruption or failure.

The chart illustrates that the majority of EBID’s main canal structures are currently rated in GOOD condition, reflecting effective maintenance practices and system stewardship across most Units. However, these structures have a total useful life of approximately 40+ years, a more in depth analysis of these structures will come in future

iterations of the AMP. Next, a noticeable number of assets in the FAIR category exist across multiple canal reaches, signaling a developing wave of near-term rehabilitation needs within the District’s five-year capital planning horizon. Structures rated POOR, while fewer in number, represent **high-priority risks** that must be addressed promptly to avoid system failures, delivery interruptions, or escalating repair costs.

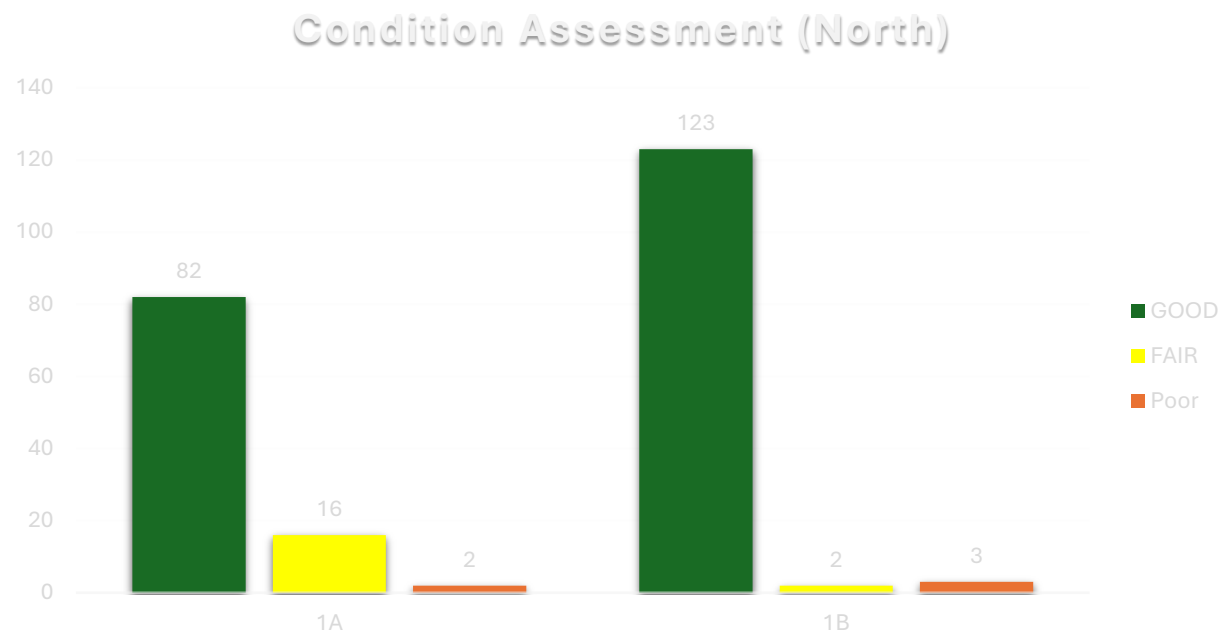
Spatial distribution across Units indicates that rehabilitation demand is not isolated to a single corridor but is instead spread throughout the system. This reinforces the need for a District-wide, prioritized capital program rather than unit focused corrective efforts. The assessment data captured in this graphic serves as the foundation for EBID’s weighted replacement cost modeling, risk ranking, and phased Capital Improvement Plan development.

Condition of Assets Consolidated

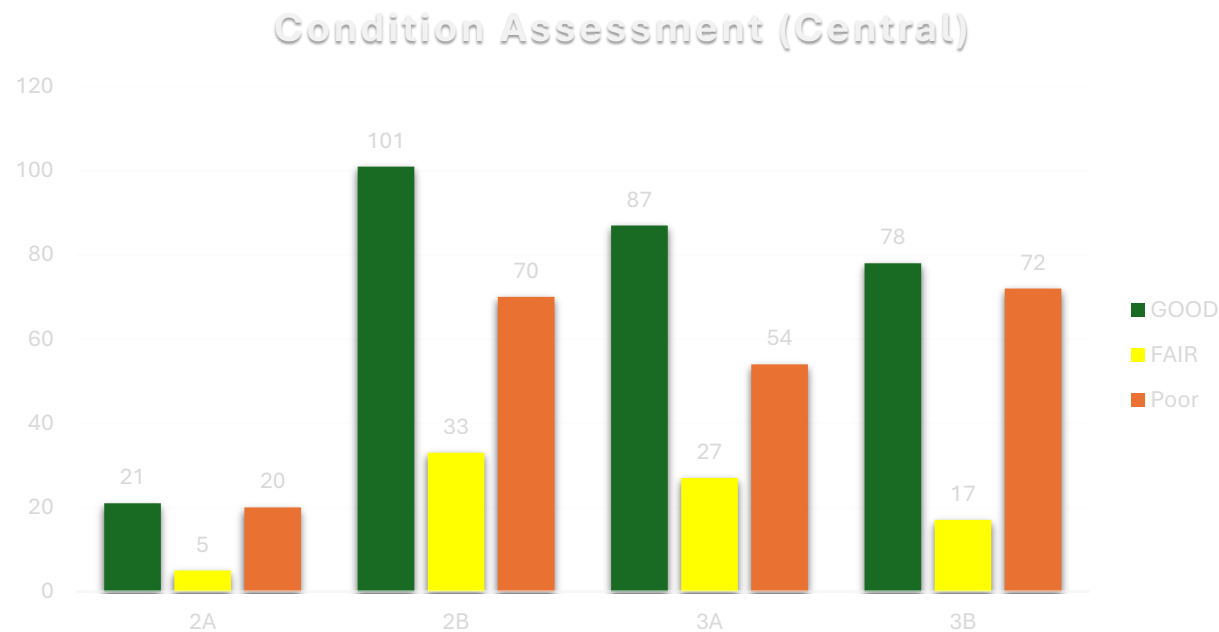


The consolidated condition assessment indicates that **61.0% are classified as GOOD**, with greater than five (5) years of remaining service life and requiring only routine maintenance. Approximately **10.0% are classified as FAIR**, with an estimated remaining life of two (2) to five (5) years, identifying these assets for inclusion in EBID’s near-term rehabilitation planning window. The remaining **29.0% are classified as POOR**, with less than two (2) years of remaining service life, representing priority candidates for immediate repair or replacement to mitigate operational risk and protect water delivery reliability.

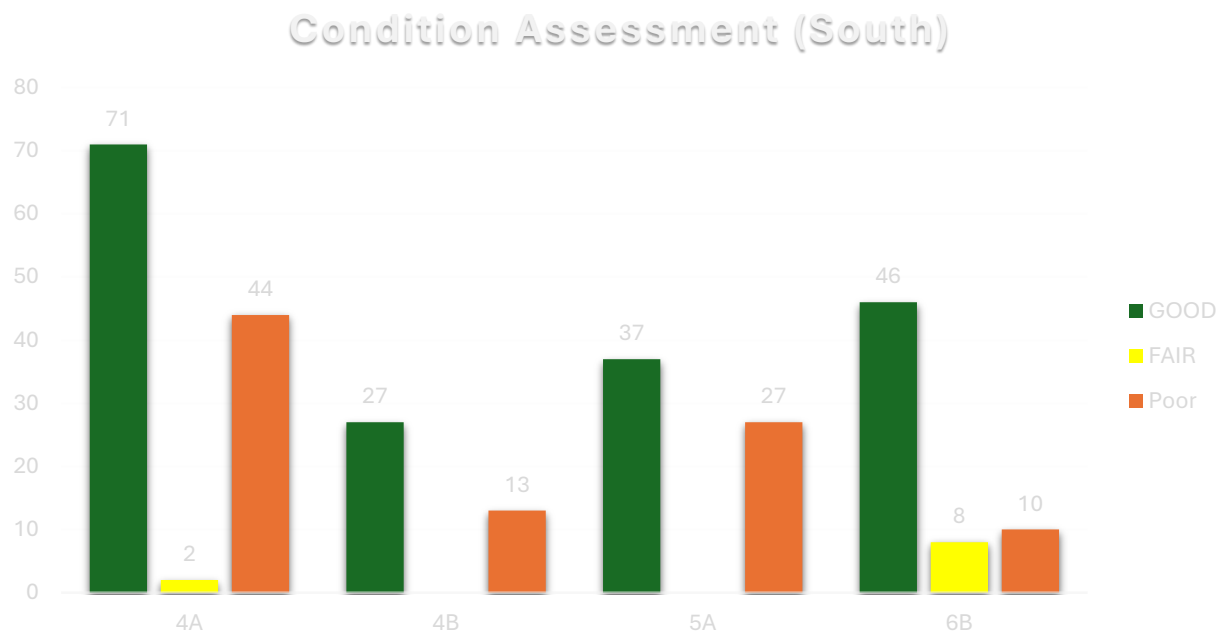
Per Region Canal Structure Condition



The North Unit assessment indicates that the majority of canal structures are in GOOD condition, with both Units 1A and 1B showing strong asset performance across inspected facilities. Unit 1B demonstrates the highest system stability, with nearly all assets rated GOOD and only minimal representation in the FAIR and POOR categories. Unit 1A shows a slightly higher concentration of structures in FAIR condition, indicating emerging rehabilitation needs within the next two (2) to five (5) years, though immediate risk remains limited with very few assets rated POOR. Overall, the North Canal system reflects solid infrastructure health with localized opportunities for preventative maintenance and targeted rehabilitation to sustain long-term operational reliability.



The Central Unit assessment reflects a more mixed condition profile compared to the North system. While a substantial number of structures across Units 2A, 2B, 3A, and 3B remain in GOOD condition, this region contains the highest concentration of FAIR and POOR assets within the District’s main canal network. Units 2B and 3B in particular show elevated numbers of structures rated POOR, identifying these reaches as priority areas for near-term rehabilitation to address advancing deterioration and reduce operational risk. Units 3A and 2A demonstrate relatively stronger performance, though measurable FAIR and POOR counts indicate ongoing maintenance and capital repair needs. Overall, the Central Canal corridor represents EBID’s most critical focus area for phased rehabilitation planning over the next five (5) years.



The South Unit assessment presents a mixed condition profile with both strong asset performance and identifiable rehabilitation needs. Units 4A and 6B maintain relatively high counts of structures in GOOD condition, indicating stable system performance across portions of the southern canals. However, Unit 4A and Unit 5A show elevated concentrations of structures rated POOR, identifying these areas as priority targets for near-term capital rehabilitation due to advancing deterioration and shortened remaining service life. Unit 4B reflects moderate rehabilitation needs, with a smaller but notable number of POOR assets requiring monitoring and phased treatment. Overall, the South Canal corridor requires a combination of ongoing maintenance and targeted capital improvements to preserve operational reliability and mitigate long-term system risk.

Estimated Total Replacement Costs

Estimated replacement costs presented in this plan were developed using a **condition-weighted methodology** derived from EBID’s field assessment data. Each structure was assigned a baseline replacement cost and then multiplied by a weighting factor aligned with its remaining useful life classification: **15% for assets rated GOOD** (greater than five years remaining service life), **50% for assets rated FAIR** (two to five years remaining), and **100% for assets rated POOR** (less than two years remaining). This approach intentionally focuses the financial analysis on near-term capital exposure and rehabilitation priority, rather than representing the full theoretical replacement value of the entire infrastructure system.

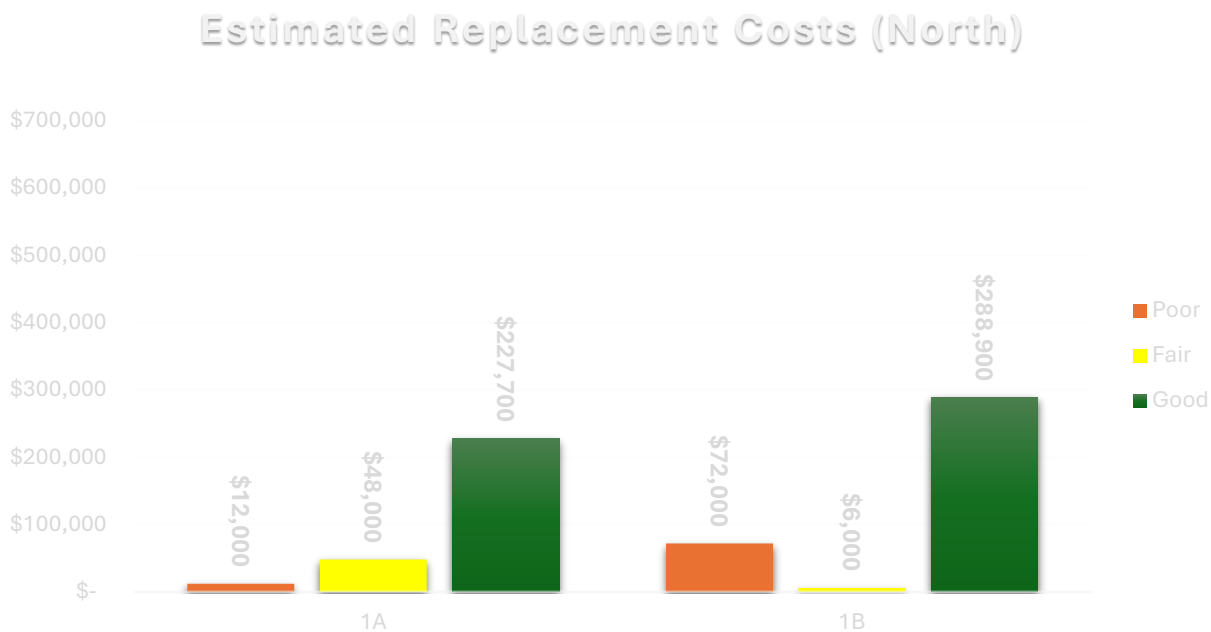
As a result, **the totals shown in this section reflect the District’s planning-level priority replacement needs, not the complete cost to replace all structures system-wide.** The actual full replacement value of EBID’s canal infrastructure is substantially higher than the weighted totals reported here. EBID has adopted this methodology to ensure limited funding resources are first directed toward the highest-risk assets while maintaining visibility into longer-term renewal requirements. This priority-based framework supports responsible capital sequencing, grant justification, and sustainable management of District assets under financial constraints.



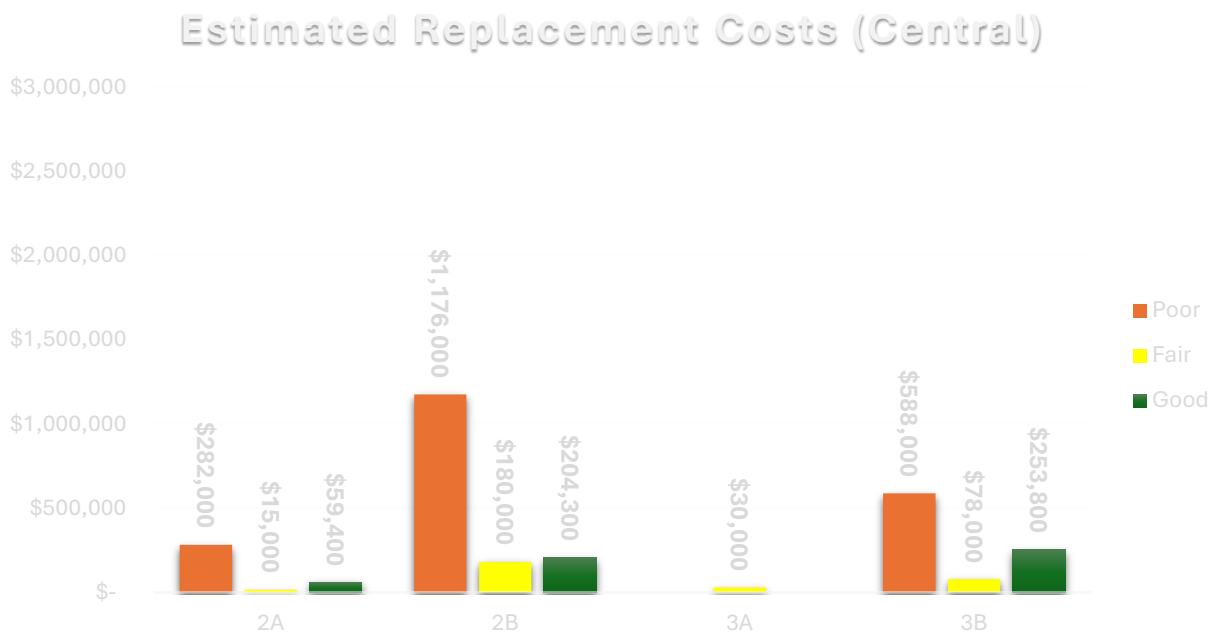
The consolidated estimated replacement cost analysis indicates that the majority of EBID’s capital exposure is concentrated within assets rated **POOR**, which represent approximately **\$2.63 million** in immediate rehabilitation or replacement needs. These structures, with less than two years of remaining service life, pose the highest operational risk and form the core of the District’s short-term capital priority program. Structures rated **FAIR**, representing roughly **\$411,000**, signify emerging rehabilitation needs within the next two to five years and will be evaluated for phased inclusion within upcoming capital improvement cycles. Assets classified as **GOOD** account for approximately **\$1.39 million** of long-term replacement value, reflecting infrastructure that remains serviceable for more than five years and requiring only ongoing maintenance and long-range planning at this time.

This distribution confirms that while EBID maintains a substantial portion of its system in stable condition, the dominant capital burden lies in addressing failing structures before service disruptions occur. The consolidated figures provide a baseline for near-term funding justification, grant requests, and Capital Improvement Program

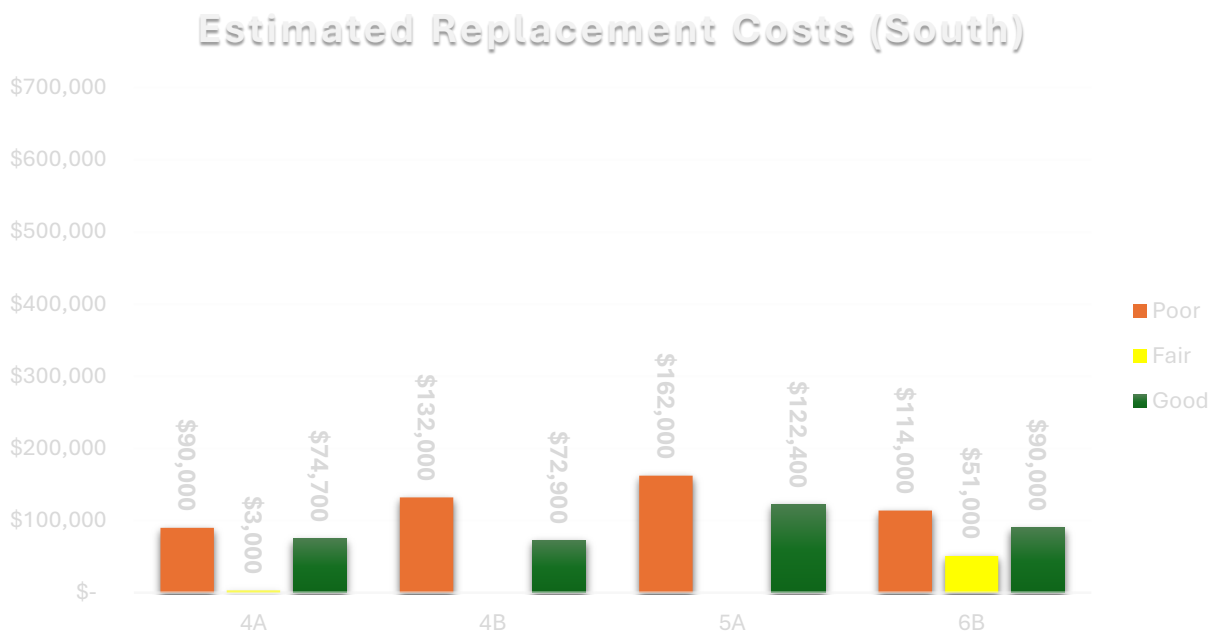
development, ensuring resources are strategically directed toward the highest-risk assets while planning for longer-term infrastructure renewal.



The North region replacement cost analysis indicates that capital exposure in Units 1A and 1B is primarily weighted toward assets currently rated in GOOD condition, representing longer-term investment needs rather than immediate rehabilitation requirements. Unit 1A reflects modest near-term exposure with limited FAIR and POOR structures totaling a comparatively small portion of the corridor’s projected replacement costs. Unit 1B demonstrates minimal FAIR condition costs and only isolated POOR-rated assets requiring short-term attention. Overall, the North Canal network exhibits a stable capital profile, with the majority of funding needs concentrated in long-range planning rather than urgent intervention, allowing the District to maintain reliable operations through routine maintenance and targeted preventative rehabilitation.



The Central region represents the District’s highest overall capital exposure, with replacement cost estimates heavily concentrated in POOR and FAIR condition assets, particularly within Units 2B and 3B. Unit 2B shows the largest immediate replacement burden driven by a high volume of structures rated POOR, indicating substantial short-term rehabilitation or replacement requirements. Unit 3B similarly reflects elevated near-term needs, with both POOR and FAIR weighted costs contributing to its capital profile. Unit 2A presents moderate exposure with a smaller cluster of near-term projects, while Unit 3A remains comparatively low in financial risk at this time. Collectively, the Central Canal system constitutes EBID’s primary focus area for phased rehabilitation planning and near-term capital investment in order to mitigate operational risk and preserve delivery reliability.



The South corridor exhibits moderate capital exposure across Units 4A, 4B, 5A, and 6B, with near-term funding needs driven primarily by assets rated POOR and select FAIR condition structures. Unit 5A reflects the highest immediate rehabilitation requirement within the southern system, followed by Unit 4B, both showing meaningful concentrations of POOR-condition assets requiring prioritized intervention. Unit 4A presents a smaller but still notable near-term exposure profile, while Unit 6B displays a mixed condition distribution with both immediate rehabilitation needs and longer-term replacement planning requirements.

Main Canal Condition and Replacement Cost Summary

The consolidated analysis of EBID’s main canal infrastructure indicates that, while system assets remain generally functional across the District, capital replacement needs are unevenly distributed geographically. The Central Canal region emerges as the highest priority focus area, driven by the concentration of structures requiring near-term rehabilitation or replacement. The South region presents moderate capital need, while the North region remains comparatively stable.

Although the strongest near-term investment need is concentrated within the Central system, construction activities will occur **district-wide** as funding availability allows and project sequencing/prioritization advances. Given financial constraints and the necessity to maximize limited capital resources, EBID’s rehabilitation strategy will prioritize assets exhibiting the most advanced structural deterioration, while continuing to preserve stable infrastructure through routine maintenance and preventative improvements. This approach ensures that available

funding is directed toward reducing system risk and protecting delivery reliability across the Lower Rio Grande service area.

Lateral Structures Assessment

While EBID has conducted field inspections on a substantial number of **lateral system structures**, a complete district-wide evaluation has not yet been finalized to a level of consistency required for inclusion in this Asset Management Plan. To preserve data quality standards within this Asset Management Plan, EBID elected to defer publication of lateral assessment results until the full dataset can be completed, validated, and integrated cohesively by the field inspections team.

The District is currently continuing the comprehensive evaluation of lateral structures, including photographic field verification, standardized condition scoring, and GIS tagging for inclusion within EBID's GIS-based Structure Book as referenced in the 'Main Canal Structures Assessment' section above. Upon completion of this effort, lateral assets will be formally incorporated into the District's asset inventory, replacement cost modeling, risk ranking, and capital improvement planning processes. EBID anticipates that the lateral assessment program will be substantially completed by **Spring 2026**, at which time the results will be integrated into an updated version of the Asset Management Plan.

Drainage Systems

Currently, EBID does not have a complete district-wide condition assessment for its drain infrastructure. Drain systems have historically been maintained through reactive maintenance and operational response rather than formalized asset condition tracking. Going forward, EBID has developed a priority-based drain cleaning and rehabilitation list. With funding support from the Interstate Stream Commission (ISC), the District anticipates making significant progress toward restoring drains to normal operating conditions over the next couple of years.

Flood Control Dam Assessments

EBID manages a system of PL-566 and/or flood control dams designed to protect downstream agricultural lands and communities from stormwater runoff and high-flow events along the Lower Rio Grande. Many of these structures were constructed decades ago and, while periodically maintained, require updated assessments to ensure they continue to meet modern dam safety and risk management standards.

Through grant funding from the New Mexico ISC, EBID is engaging a qualified engineering firm to perform comprehensive risk assessments for each flood control structure. These assessments will include detailed inundation mapping, hydrologic and hydraulic modeling, and dam failure/breach analyses to identify potential vulnerabilities and flood impacts under a range of scenarios. In addition, the grant funding will also provide a dedicated crew and all necessary equipment to perform both light and heavy construction on the dam sites.

The resulting data will guide the development of updated Risk Assessments for each dam and Emergency Action Plans (EAPs). These documents will provide necessary engineering work that comply with state and federal dam safety regulations, ensuring each dam has a current and actionable response framework. The risk assessment process will also prioritize future maintenance and rehabilitation needs, allowing EBID to strategically allocate

and prioritize resources starting with the most critical structures. The work will begin in calendar year 2026, and will be completed no later than the end of 2027.

Emergency Response Plan (ERP) 2026

EBID recognizes the critical importance of maintaining current and effective Emergency Response Plans (ERPs) to protect life, property, and water infrastructure within the District. While several ERPs have been developed in the past for specific facilities, many are now outdated and require comprehensive review to align with modern risk management standards and updated dam safety regulations. Once the Emergency Action Plans have been put together, a new ERP will also be drafted inside the procedure binder for each specific facility.

Historical Assessment Fees

EBID's assessment structure is based on Water Righted Acres (WRA) and tiered categories that reflect the amount of water-righted land held by each landowner. The District maintains two primary assessment types: the Farm Rate per Acre Assessment for parcels with 2.00 or more WRAs, and a Flat Rate Assessment for parcels ranging from 0.01 to 2.00 WRAs across five defined tiers. These rates ensure that landowners contribute proportionally to the operation, maintenance, and long-term sustainability of EBID's irrigation and flood control infrastructure.

The table illustrates the historical progression of these assessment fees from 2015 through 2025. Over this period, adjustments were made to address rising operational costs, increased maintenance needs, and inflationary pressures affecting district-wide infrastructure. Additionally, each assessment includes an Administrative Fee, which covers EBID's costs associated with processing payments and managing account services. Also as permitted a separate Local Improvement District (LID) Fee is also applied per WRA for individuals local to that structure to support ongoing maintenance and rehabilitation of PL-566 and flood control dams, ensuring these critical structures remain safe and functional.

Overall, the historical assessment schedule reflects EBID's effort to balance affordability for landowners with the operational and capital funding needs required to maintain reliable water delivery infrastructure and protect downstream communities and agricultural resources. These assessment fees are being closely monitored and increased/decreased based on the needs of the district.

FARM RATE PER ACRE ASSESSMENT YEAR	WRA 2.00+ Tier 1	FLAT RATE ASSESSMENT					Admin Fee	per WRA LID
		WRA 0.01-1.00 Tier 1	WRA 1.01-1.25 Tier 2	WRA 1.26-1.50 Tier 3	WRA 1.51-1.75 Tier 4	WRA 1.76-2.00 Tier 5		
2015	\$ 70.00	\$ 157.50	\$ 187.50	\$ 217.50	\$ 248.50	\$ 279.50	\$10.00	\$5.00
2016	\$ 75.00	\$ 168.00	\$ 200.00	\$ 232.00	\$ 265.00	\$ 298.00	\$10.00	\$5.00
2017	\$ 75.00	\$ 168.00	\$ 200.00	\$ 232.00	\$ 265.00	\$ 298.00	\$10.00	\$5.00
2018	\$ 85.00	\$ 190.40	\$ 226.65	\$ 262.95	\$ 300.35	\$ 337.75	\$10.00	\$5.00
2019	\$ 85.00	\$ 190.40	\$ 226.65	\$ 262.95	\$ 300.35	\$ 337.75	\$10.00	\$5.00
2020	\$ 90.00	\$ 201.60	\$ 240.00	\$ 278.40	\$ 318.00	\$ 357.60	\$10.00	\$5.00
2021	\$ 90.00	\$ 201.60	\$ 240.00	\$ 278.40	\$ 318.00	\$ 357.60	\$10.00	\$5.00
2022	\$ 90.00	\$ 201.60	\$ 240.00	\$ 278.40	\$ 318.00	\$ 357.60	\$25.00	\$5.00
2023	\$ 90.00	\$ 201.60	\$ 240.00	\$ 278.40	\$ 318.00	\$ 357.60	\$25.00	\$5.00
2024	\$ 100.00	\$ 223.75	\$ 266.40	\$ 309.00	\$ 353.00	\$ 397.00	\$25.00	\$5.00
2025	\$ 100.00	\$ 223.75	\$ 266.40	\$ 309.00	\$ 353.00	\$ 397.00	\$25.00	\$5.00

Leased Assets & New Vehicle Rotation

EBID manages a mixed fleet of operational and administrative vehicles necessary for daily field inspections, ditch rider activities, emergency response, maintenance supervision, and inter-agency coordination. Because field mobility is essential to irrigation operations and flood control response, maintaining a reliable vehicle fleet is a critical operational asset for the District.

The District utilizes **both purchased and leased vehicles** to balance operational flexibility with cost management. Leasing allows EBID to:

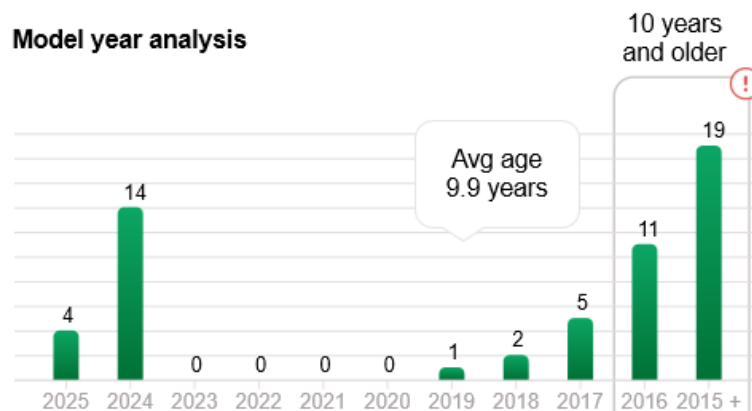
- Stabilize annual cash flow and replacement budgeting,
- Avoid major up-front capital expenditures,
- Maintain updated fleet safety features and fuel efficiencies,
- Reduce long-term maintenance risk.

Vehicle rotation schedules prioritize higher-use field vehicles, which are subject to the most demanding operational conditions, while lower-duty administrative and low usage vehicles remain in service longer where appropriate. This replacement strategy ensures the fleet remains available for irrigation-season staffing demands, storm response activities, and infrastructure inspections without creating excessive long-term maintenance costs.

Total fleet size: Total fleet value:

56 **\$845,905**

Model year analysis



Avg holding Period (in years)

15.6

Avg annual acquisitions

3.6

Odometer distribution

Average Odometer: 98,797



Based on an analysis provide by Enterprise Fleet Management EBID's fleet currently consists of 56 vehicles with a total book value of approximately \$845,905 and an average asset age of 9.9 years, which is well above the typical public-sector replacement target of 5–7 years for field vehicles. The age profile demonstrates a heavy skew toward older equipment, with 30 vehicles (over 50% of the fleet) aged 10 years or older, including 19 units dating from 2015 or earlier and another 11 units from the 2016 model year. Vehicle replacement activity has averaged only 3.6 acquisitions per year, which has been insufficient to offset asset aging given current operational demands. However, over the past two years our fleet has grown to approximately 61 units, ramping up the historical deferred acquisitions and maintenance by entering into a fleet management program. The resulting historical average holding period of 15.6 years significantly exceeds industry best practices and indicates deferred replacement.

Mileage distribution further highlights elevated operational risk: 41% of vehicles are below 50,000 miles, largely reflecting a limited subset of newer acquisitions in the fleet management program, while 39% of the fleet exceeds 100,000 miles and 21% over 150,000 miles this is where maintenance costs, mechanical failures, and downtime accelerate rapidly. This wide disparity in mileage demonstrates the uneven lifecycle maturity across the fleet, with a growing concentration of high-risk vehicles remaining in active service.

Collectively, these trends indicate that the District's fleet is operating beyond optimal lifecycle thresholds, increasing exposure to rising maintenance costs, reduced reliability for field operations, and potential safety concerns. From an asset management perspective, this profile reinforces the need for a formalized fleet replacement and rotation program focused on increasing annual replacement volume, stabilizing average fleet age, and prioritizing high-mileage field vehicles. Implementing a structured rotation will allow EBID to control total cost of ownership, maintain service reliability for water delivery and emergency response activities, and sustain operational readiness while smoothing long-term capital and leasing expenditures.

EBID has utilized vehicle leasing as a practical financial management tool to stabilize annual cash flows and accelerate the replacement of aging fleet assets without the use of long-term debt. Leasing has effectively functioned as a short-term financing mechanism, allowing the District to modernize its vehicle inventory while remaining compliant with New Mexico state statute **Section 73-11-27 – Borrowing money; limitation on indebtedness**, which requires voter approval from District constituents prior to incurring formal debt obligations. Through this approach, a substantial portion of the fleet has now been replaced, reducing immediate operational risk and maintenance exposure. As additional vehicles reach the end of their useful life, surplus units will be auctioned or retained until full lifecycle exhaustion, consistent with the District's asset disposal policies. While leasing has provided short-term flexibility, long-range asset management indicates that the ability to responsibly assume voter-approved debt service would significantly improve EBID's capacity to acquire both vehicles and heavy equipment more efficiently, secure more favorable financing terms, and develop a comprehensive capital replacement program that reduces total cost of ownership over time.

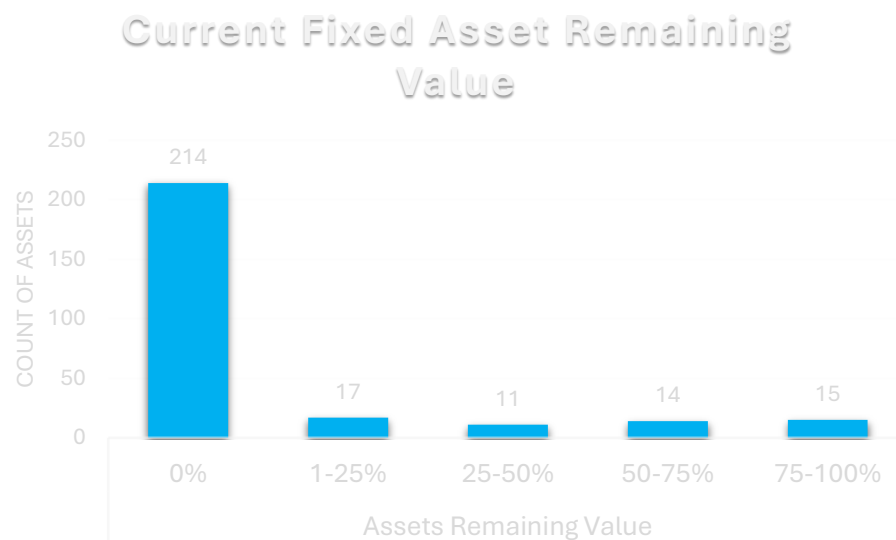
EBID will continue to leverage the Enterprise Fleet Management program to maximize the value recovered from existing leased vehicles at disposition. Any equity generated through private resale (via the Enterprise Team) of vehicles will be rolled directly into the acquisition of replacement fleet assets, reducing net capital requirements and supporting fleet modernization without creating new financial obligations. Alternatively, EBID may elect to retain vehicles beyond standard industry lifecycle benchmarks and utilize the program's rapid replacement capabilities to extend service life and minimize near-term cash expenditures. This flexible approach enables the District to balance cost, operational reliability, and capital efficiency.

Fixed Assets

An evaluation of EBID’s fixed asset remaining value shows that a significant portion of the District’s infrastructure has reached the end of its depreciable life. As illustrated in the chart below, 214 assets currently hold 0.0% remaining book value, indicating that these items are fully depreciated and represent the largest category within the fixed asset inventory. While fully depreciated assets may still be functional and in service, they often signal upcoming replacement needs and increased maintenance risk.

The remaining assets are distributed across higher value tiers, with 17 assets retaining 1–25% of their original value, 11 assets at 25–50%, 14 assets at 50–75%, and 15 assets still holding 75–100% of their original book value. This distribution demonstrates that while EBID has a core inventory of aging and fully depreciated assets, it also maintains a smaller group of newer or recently replaced assets with substantial remaining useful life.

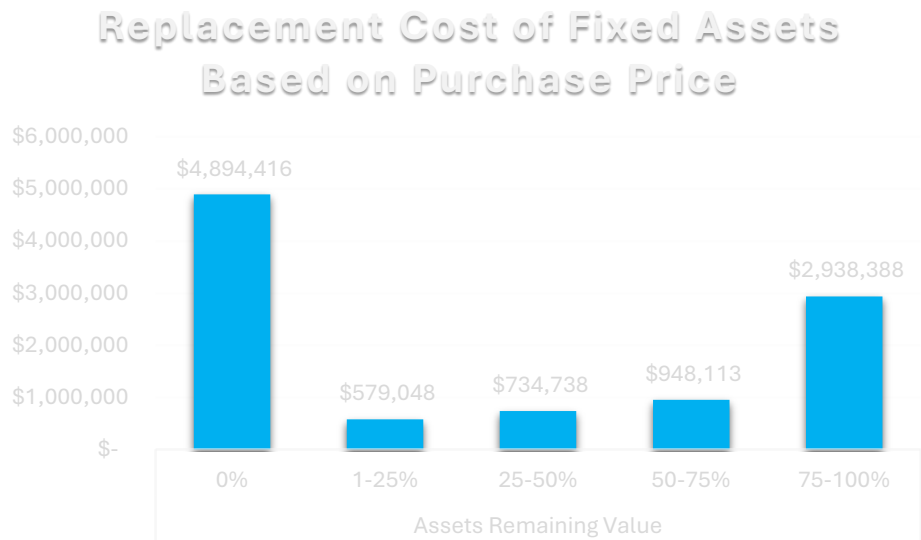
This remaining-value analysis provides an important financial perspective that complements physical condition assessments. It supports EBID’s long-term capital planning efforts by identifying areas where reinvestment will be necessary and helping the District prioritize funding, maintenance, and replacement schedules across its fixed asset portfolio.



In the next figure an analysis of replacement costs based on original purchase prices highlights the financial exposure associated with EBID’s aging asset inventory. As shown in the chart, fully depreciated assets (0% remaining value) account for approximately **\$4.89 million** in historical acquisition cost, representing the largest category of potential future replacement needs. Additional asset groups show replacement cost values ranging from **\$579,048** for assets with 1–25% remaining value to **\$2.94 million** for the newest category with 75–100% remaining value.

It is important to note, however, that these replacement cost figures **significantly understate the true cost** of replacing EBID’s heavy equipment and vehicles. Many of the fully depreciated assets were acquired decades ago, when materials, technology, equipment, and software systems were substantially less expensive than they are today. Inflation, supply chain constraints, labor costs, modern design standards, and increased regulatory requirements have all contributed to higher replacement costs across the industry.

Therefore, while this chart provides a useful baseline, the **actual cost to replace these assets in today’s market would be considerably higher**—in some cases several times the original purchase value. This discrepancy underscores the importance of proactive capital planning, updated cost estimating, and the need for sustained investment to maintain the reliability of EBID’s heavy equipment and vehicles.

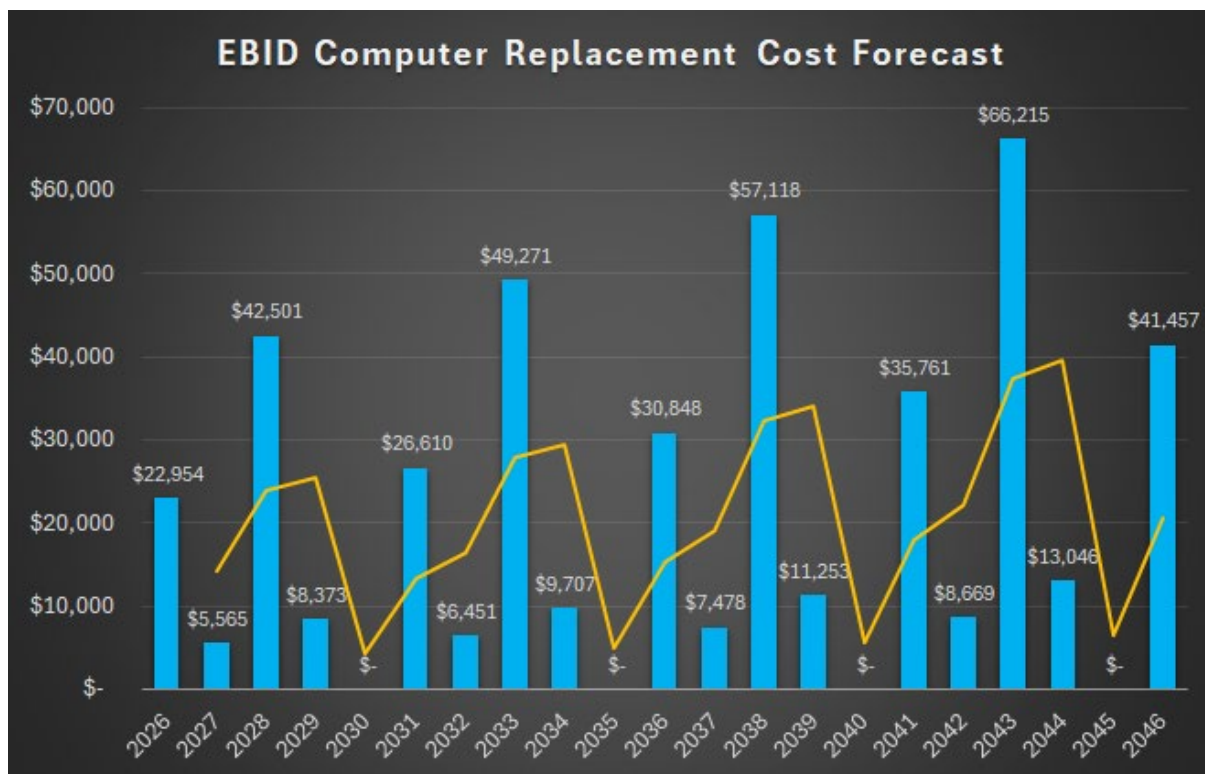


Technology Assessment

Overall, EBID's technology assets are functional but largely aging and beyond their typical useful life. While ongoing maintenance has kept systems operating reliably, much of the underlying hardware and software infrastructure requires modernization to meet current and future operational needs. Recent efforts have accelerated replacement, improved standardization, and strengthened integration across platforms, but significant reinvestment will still be necessary to ensure long-term reliability, support future automation goals, and maintain efficient district operations.

Computers

EBID maintains a standard useful life of five (5) years for all computer hardware to ensure staff have reliable, up-to-date technology that supports daily operations. As shown in the EBID Computer Replacement Cost Forecast graph below, projected expenditures fluctuate based on historical purchasing cycles. Moving forward, EBID will work to smooth replacement costs through a planned rotation schedule, allowing for more consistent budgeting and improved cash flow management. This approach will reduce fiscal spikes, enhance operational efficiency, and ensure that technology assets are maintained in a sustainable and cost-effective manner.



Software

EBID relies on a diverse suite of software applications to support its administrative, financial, engineering, and operations functions. These systems, totaling approximately \$133,000 annually, include key tools for engineering design (AutoCAD, ArcGIS), financial management and human resources (Sage ERP, Paylocity), operations and irrigation management (TruePoint Solutions), and SCADA and automation platforms essential to water delivery oversight (One Rain). As part of the District's ongoing modernization efforts for example, older systems such as Microsoft Dynamics SL and QuickBooks are being phased out in favor of more integrated and scalable financial ERP system. EBID will look to continuously improve software and add custom models and operability for the district. EBID has been replacing its software suite over the last couple of years, and will continue to improve in this area. The following graphic shows the current software suite EBID currently utilizes annually.

Vendor	Product	Department	Amount per year
TownCloud	Agenda posting software	Admin	\$ 900
Webflow	Webflow	Admin	\$ 275
Zoom	Zoom	Admin	\$ 200
Kosh	Microsoft Office 365	Admin	\$ 19,300
DLT /Autodesk	Autocad engineering software	Engineering	\$ 6,500
SHI/Bluebeam	Project Management	Engineering	\$ 315
ESRI	ArcGIS software	Engineering	\$ 11,600
SHI/Adobe	Adobe Pro	Finance	\$ 3,900
SHI/Adobe	Creative Cloud	Finance	\$ 3,750
DLT / Microsoft	Microsoft Dynamics SL	Finance	Phasing Out
Sage	Financial ERP System	Finance	TBD
Quickbooks	bank rec software	Finance	Phasing Out
APEX	Apex security camera software	HR	\$ 700
Paylocity	Payroll software	HR	\$ 45,600
TruePoint Solutions	Irrigation District Software	Irrigation	\$ 25,800
Mitchell 1	Auto Diagnostic Software	Maintenance	\$ 4,800
Flo-2D	website	SCADA	\$ 1,500
GoDaddy	Website and domain name	SCADA	\$ 100
Kosh	Project Plan 3	SCADA	\$ 1,300
One Rain	OneRain	SCADA	\$ 6,000
POWR	Form builder on website software	SCADA	\$ 150
Total			\$ 132,690

SCADA Technology

EBID's SCADA network consists of 441 active monitoring and control sites distributed across the District, supporting real-time data collection and operational oversight. These sites include gate automation units, diversion headings, canal and lateral water-level sensors, groundwater monitoring wells, pipeline velocity meters, weather stations, rain gauges, arroyo radar sensors, and communication repeater stations. While all SCADA sites remain fully functional due to the SCADA Department's continuous maintenance and proactive troubleshooting, the underlying hardware is largely beyond its industry-standard useful life. Most components carry a typical 5-year lifecycle, meaning the District's existing equipment is fully depreciated even though it remains operational.

The Estimated Replacement Cost of \$2.31 million represents the current cost to fully modernize all SCADA sites using new hardware and updated communication technology. The most substantial cost drivers are the 261 irrigation well meters, which alone account for \$1.08 million, along with 55 groundwater monitoring wells, 26 rain gauges, 19 radial gates, and 15 turnout water-level stations. Smaller but strategically important categories—such as gate automation sites, diversion headings, stormwater capture sensors, and arroyo radar units—provide critical data for operational safety, storm response, and water accounting.

Overall, while EBID's SCADA system continues to perform reliably, this inventory demonstrates the magnitude of upcoming capital needs associated with full system modernization. Replacing aging field hardware will be essential to support future automation initiatives, improve data accuracy, and maintain long-term operational resilience.

Site Group	Number of Sites	Estimated Replacement Cost
Gate Automation	3	\$248,972
River Stations	5	\$23,215
Diversion Headings	4	\$42,002
Stilling Wells	3	\$15,672
Radial Gates	19	\$134,562
Pipeline Velocity Meters	9	\$49,329
Turnout - Water Level	15	\$75,730
Drains - Spillways	9	\$40,374
GW Monitoring Wells	55	\$297,456
ISC GW Wells	7	\$39,997
Irrigation Well Meters	261	\$1,080,018
Weather Stations	10	\$77,150
Rain Gauges	26	\$115,986
Stormwater Capture	4	\$22,164
Arroyo Radar Sensors	3	\$22,428
Repeater Sites	8	\$29,208
	441	\$2,314,263

Asset Management

Asset Management (AM) within the Elephant Butte Irrigation District (EBID) is a structured, systematic approach to managing the District's infrastructure in a way that optimizes performance, cost, and risk across the full lifecycle of each asset. The goal of EBID's Asset Management Program is to ensure that water delivery, drainage, and flood control systems continue to function reliably, safely, and efficiently while supporting the long-term sustainability of agricultural operations in the Lower Rio Grande Basin.

EBID's assets include a broad range of physical and technological components—diversion dams, main canals, laterals, drains, flood control structures, pumping stations, roads, heavy equipment, vehicles, and Supervisory Control and Data Acquisition (SCADA) systems. These assets operate as an integrated network that provides critical water management services to farmers, communities, and the regional economy. Effective management of these assets is essential to maintain water delivery efficiency, reduce unplanned failures, and prioritize investment where it will have the greatest impact.

The foundation of EBID's Asset Management approach is built around five core principles:

1. Asset Knowledge – Understanding what assets the District owns, where they are located, their condition, and their value.
2. Level of Service (LOS) – Defining the expected performance standards for water delivery, reliability, and system safety.
3. Criticality and Risk Management – Identifying which assets are most essential to operations and assessing the likelihood and consequences of failure.
4. Lifecycle Management – Evaluating the cost of owning, operating, maintaining, and replacing each asset over its useful life.
5. Sustainable Funding – Aligning financial planning and capital investment with the long-term needs of the system.

Together, these principles form the basis of EBID's Asset Management Plan (AMP), which provides a consistent framework for decision-making across all operational and administrative levels. The AMP integrates engineering data, maintenance records, and financial information to support transparent, data-driven choices regarding maintenance, rehabilitation, and replacement priorities.

While EBID has always maintained its infrastructure through maintenance practices, this formal AMP marks an important evolution. It establishes documented processes and measurable goals for tracking asset performance, assessing condition, and improving long-term planning. It also reinforces EBID's commitment to proactive rather than reactive maintenance, maximizing asset life and minimizing the risk of service disruptions.

By implementing this Asset Management framework, EBID ensures that its infrastructure investments deliver maximum value to its members and stakeholders, while maintaining compliance with state and federal requirements and supporting the continued success of agriculture in the Lower Rio Grande Basin.

Strategy & Planning

EBID's Asset Management Strategy and Planning process establishes the overall direction and priorities for managing the District's infrastructure in a consistent, sustainable, and cost-effective manner. The strategy aligns with the District's mission to deliver reliable water service, maintain water delivery infrastructure, protect regional water resources, and support agricultural productivity throughout the Lower Rio Grande Basin.

Purpose & Objectives

The primary purpose of EBID's Asset Management Plan is to guide how the District maintains and invests in its system to achieve clearly defined service outcomes. These outcomes include efficient water delivery, infrastructure reliability, safety, environmental compliance, and fiscal responsibility.

The District's strategic objectives for asset management are to:

1. Support Reliable Water Delivery – Ensure that canals, laterals, and diversion structures operate efficiently to deliver water when and where it is needed.
2. Maximize Asset Value – Extend the useful life of assets through proactive maintenance and timely rehabilitation.
3. Manage Risk – Identify and mitigate risks to service delivery, safety, and compliance.
4. Plan for the Future – Anticipate infrastructure needs related to climate variability, demand changes, and technological innovation.
5. Align Funding and Priorities – Integrate asset data into financial planning to ensure sustainable funding for maintenance and capital improvements.

Strategic Planning Approach

EBID's approach to asset management planning integrates engineering, financial, and operational perspectives. The District combines condition assessments, risk evaluations, and performance data to prioritize projects and allocate resources effectively. This process ensures that maintenance and capital improvement decisions are grounded in both technical need and fiscal capacity.

Long-term planning considers a variety of factors, including:

- Aging infrastructure and deferred maintenance
- Water supply variability due to hydrologic conditions and climate impacts
- Advances in automation, telemetry, and control systems
- Labor and equipment capacity for in-house construction and maintenance
- Evolving regulatory and environmental requirements
- State, Federal, and private partnerships

The planning process also incorporates coordination with federal and state agencies to ensure that EBID's strategies remain aligned with regional and project-level priorities.

Future Demand and System Sustainability

While EBID's service area and delivery obligations are relatively stable, the District must continue to plan for variability in available surface water and changing agricultural demands. Asset management plays a key role in identifying infrastructure that can improve water-use efficiency, reduce system losses, and increase operational flexibility under variable conditions.

Sustainability in this context means maintaining the District's ability to deliver water efficiently and affordably, not only today but for future generations. EBID's planning efforts therefore emphasize preventive maintenance, adaptive infrastructure design, and the integration of data and technology to improve decision-making across the organization.

SWOT Analysis

Strengths	Weaknesses
Over a century of operational experience managing irrigation infrastructure in the Lower Rio Grande Basin.	Aging infrastructure requiring significant rehabilitation and replacement over the next decade.
Experienced staff with deep institutional knowledge of system operations and maintenance.	Limited internal staffing capacity for specialized asset management and data analyses functions.
Established relationships with federal, state, private, and local partners.	Inconsistent or incomplete historical asset data for some structures and buried infrastructure.
Ownership of major system components, providing direct control over operational decisions and maintenance scheduling.	Limited long-term funding sources for capital improvements and modernization projects.
Growing adoption of technology and SCADA systems improving monitoring and operational efficiency.	Reactive maintenance practices still occur due to funding and time constraints.

Opportunities	Threats
Implementation of a formal Asset Management Plan (AMP) to improve data-driven decision making and long-term planning.	Increasing variability in Rio Grande surface water supplies due to drought and climate impacts.
Access to state and federal funding programs supporting infrastructure renewal and water efficiency improvements.	Rising material, fuel, and labor costs affecting maintenance and construction budgets.
Integration of automation, telemetry, and data tools to optimize water distribution and system performance.	Potential regulatory changes affecting water allocation, environmental compliance, and system operations.
Partnerships with local universities and research organizations to support innovation in water management.	Flooding and sedimentation risks associated with storm events and changing watershed conditions.
Development of long-term financial planning models linked to asset condition and lifecycle data.	Retirement of experienced staff leading to potential loss of institutional knowledge.

Asset Information

Accurate, accessible, and up-to-date asset information is essential to the success of EBID's Asset Management Plan. The District's ability to make informed decisions about maintenance, rehabilitation, and capital investment depends on the quality and completeness of its asset data. This section describes the current state of EBID's asset information and the ongoing efforts to improve its organization, accuracy, and usability.

Asset Inventory & Data Sources

EBID maintains a comprehensive inventory of assets that includes both vertical and horizontal infrastructure. This inventory encompasses diversion and flood control dams, main canals, laterals, drains, roadways, pumping facilities, telemetry and SCADA systems, vehicles, and heavy equipment.

Asset information is currently managed through a combination of digital databases, Geographic Information System (GIS) mapping, Financial Systems and paper records. The GIS platform will serve as the backbone for asset identification, location, and visualization which under this plan is currently being updated for all structures in the district. Field crews and operation staff will regularly update asset attributes such as condition, installation year, and dimensions as part of inspection and maintenance activities.

The District also maintains digital and hard-copy engineering drawings, project documentation, and maintenance reports that supplement the core GIS and departmental records. Integrating these data sources into a unified system remains a key long-term goal of EBID's Asset Management Plan (AMP).

Data Quality & Completeness

While EBID possesses a large amount of asset data, some legacy information—particularly for older or buried infrastructure—remains incomplete or inconsistent. Improving data quality is an ongoing effort involving both field verification and record reconciliation which will be a goal going forward for the AMP.

As new projects are constructed, the District requires as-built documentation and georeferenced data to be incorporated into the GIS database to ensure consistent records for future use. Over time, these improvements will provide a more accurate foundation for condition assessment, risk analysis, and lifecycle planning.

Technology & Data Management

The District's technology portfolio continues to expand, with increasing use of automation and telemetry to monitor system performance. SCADA systems provide real-time data on canal flows, reservoir levels, stormwater & flooding events, arroyo flows, diversions, and gate operations, while field crews log operation, maintenance activities, and inspections.

Future enhancements under consideration include the integration of asset data with irrigation tools. This integration would allow staff to generate automatic reports for performance indicators—supporting more transparent and data-driven decision-making. In addition this data will be utilized for future automation of the district. EBID currently stores its own data on its internal servers to allow for reliable usage and storage.

Data Governance & Continuous Improvement

EBID recognizes that maintaining reliable asset information is a continuous process. The District is developing standard procedures for data entry, quality control, and documentation to ensure consistency across departments. Training and internal coordination will also play an important role in ensuring that staff understand the importance of accurate data collection and record-keeping.

Ultimately, EBID's approach to asset information is focused on building an adaptable database that supports both day-to-day operations and long-term planning. As data quality improves, the District will be better equipped to assess risks, forecast maintenance needs, and justify funding for infrastructure improvements.

AM Decision Making

Effective decision-making is central to EBID's Asset Management Plan. The District relies on a structured approach to evaluate the condition, criticality, and performance of its assets, ensuring that maintenance, rehabilitation, and capital investment decisions align with operational objectives, risk management priorities, and long-term financial planning.

Decision-Making Framework

EBID employs a multi-criteria framework to support asset management decisions. Key considerations include:

- **Asset Condition:** Decisions are guided by assessments of current asset condition, including structural integrity, performance efficiency, and maintenance history. Condition ratings help identify which assets require immediate attention versus those suitable for deferred maintenance.
- **Criticality and Risk:** The District evaluates the criticality of each asset based on its impact on water delivery, system reliability, and downstream operations. Risk assessments consider both the likelihood of failure and the consequences of asset downtime, enabling prioritization of high-risk assets.
- **Lifecycle Costs:** EBID incorporates total lifecycle costs, including operation, maintenance, and replacement expenses, into decision-making to optimize long-term financial and operational outcomes.
- **Service Levels:** Maintenance and investment priorities are aligned with defined levels of service (LOS) for water delivery, flood control, and drainage infrastructure, ensuring that assets meet operational standards and stakeholder expectations.
- **Regulatory and Compliance Requirements:** Decisions also take into account state and federal regulations, environmental considerations, and funding eligibility criteria.

Application of Data

Data collected through GIS, SCADA, field inspections, financial systems, and maintenance logs feed directly into decision-making processes. This integration allows EBID staff to:

- Identify maintenance and rehabilitation needs before failures occur.
- Prioritize capital projects based on asset criticality, condition, and available funding.
- Allocate resources efficiently to maximize operational reliability and minimize unplanned downtime.
- Monitor performance trends and adjust plans dynamically as conditions change.

Decision-Making Process

EBID's decision-making process is collaborative, involving operations staff and management. Regular reviews of asset condition, project schedules, and budget projections ensure that decisions are well-informed and aligned with strategic objectives. Major capital projects and long-term initiatives are evaluated through a formal review process that considers risk, cost, and expected benefit to the system.

By employing this structured, data-driven approach, EBID ensures that its asset management decisions are transparent, defensible, and focused on maximizing the value and longevity of the District's infrastructure. The result is a reliable, sustainable system, capable of supporting agricultural production and water management objectives throughout the Lower Rio Grande Basin.

Organization & People

EBID's Asset Management Program relies on the expertise, collaboration, and commitment of its staff. Clear roles and responsibilities ensure consistent application of asset management principles across all operational and administrative levels.

- **Board of Directors:** Provides strategic oversight, approves policies and budgets, and ensures alignment with long-term objectives.
- **General Manager:** Leads the daily operations in conjunction with board oversight and goals.
- **Engineering:** Conducts condition assessments, projects project design, right of use permits, licensing, surveying, and maintains infrastructure records.
- **Operations & Maintenance:** Performs preventative maintenance, water deliveries, project construction, and rehabilitation of assets.
- **Finance & Administration:** Performs budgeting, grant reporting, long-term financial planning, purchases and acquisitions, dispositions, and financial regulatory compliance.

EBID emphasizes cross-department collaboration and knowledge sharing to strengthen decision-making. Ongoing staff training in GIS, SCADA, asset condition assessment, and maintenance best practices ensures that employees are prepared to support the AMP effectively. Institutional knowledge is preserved through mentoring and documentation, promoting continuity and operational excellence across the District.

AM Commitment

EBID is fully committed to implementing and sustaining effective asset management practices across all levels of the organization. The District recognizes that a systematic approach to managing infrastructure assets is essential to ensuring reliable water delivery, maintaining public trust, and supporting long-term sustainability in the Lower Rio Grande Basin.

This commitment is reflected in several ways:

Policy and Leadership Support: EBID's leadership actively endorses asset management as a core component of operational and strategic planning.

Resource Allocation: The District dedicates staff time, funding, and technology to support data collection, maintenance, and asset planning.

Continuous Improvement: EBID treats asset management as an evolving process, regularly reviewing and updating practices to incorporate new information, technology, and industry best practices.

Integration Across Departments: Asset management principles are embedded in engineering, operations, maintenance, SCADA, and finance, ensuring decisions are coordinated and data-driven.

Through this commitment, EBID ensures that its infrastructure is managed proactively, risks are minimized, and assets continue to deliver maximum value to the communities and agricultural stakeholders it serves.

Water Conservation Plan

EBID is committed to maximizing water use efficiency across its irrigation and drainage systems while protecting the sustainability of the Lower Rio Grande Basin. The District's Water Conservation Plan (WCP) integrates infrastructure improvements, operational innovations, and data-driven management to reduce losses, optimize delivery, and enhance system performance.

Planned Infrastructure Improvements

The District is actively pursuing grant-supported projects to modernize and improve infrastructure, including structural repairs and replacements, pipeline projects, water smart projects, flood control dam rehabilitation, and potential canal lining and automation where feasible. These improvements will reduce conveyance losses, improve delivery reliability, and extend the useful life of existing infrastructure. EBID also prioritizes sediment removal in canals and drains to maintain capacity and flow efficiency, ensuring water is delivered effectively to agricultural users.

Stormwater Capture and Management

EBID is evaluating opportunities for stormwater capture to supplement irrigation supply and reduce reliance on limited surface water resources. By integrating stormwater into the delivery system, the District can increase overall efficiency and resilience while mitigating downstream flooding and erosion. EBID's historical usage of

storm events is nowhere near the level of proficiency desired and thus EBID will continue to improve this process through the collection of data and improvement of operational procedures. EBID is currently undergoing studies in coordination with ISC and USBOR to incorporate large scale stormwater capture projects.

Smart Water Systems and Automation

The District is expanding the use of Supervisory Control and Data Acquisition (SCADA) systems, automated gates, and telemetry technology to optimize water delivery. These systems provide real-time monitoring and control of flows, enabling more precise management of water distribution and reducing waste.

Looking forward, EBID plans to implement advanced water management algorithms and “smart pathing” strategies. These tools will integrate hydrologic data, operational history, and predictive modeling to optimize canal and lateral operations, automate flow adjustments, and support proactive decision-making. Data collection from these systems will provide a foundation for continuous improvement and long-term planning.

Future Modeling and Analytics

EBID envisions a future where predictive models and automated decision-support tools guide irrigation operations. By leveraging historical data, real-time monitoring, and machine-learning algorithms, the District aims to optimize water routing, prioritize maintenance, and respond dynamically to changing water availability, climate conditions, and operational needs.

Through this multi-pronged approach, EBID’s Water Conservation Plan aligns with the District’s broader Asset Management Program, ensuring that infrastructure, technology, and operations work together to deliver sustainable, efficient, and reliable water service to its members.

Asset Management Team

EBID is in the process of developing an Asset Management Team (AMT) to strengthen the coordination and implementation of the District’s Asset Management Program. While a formal, fully staffed team has not yet been established, the District has instituted an informal group of elected leadership, management, and supervisory personnel who collaborate on asset management-related issues on an as-needed basis.

Current Structure

The informal AMT serves as a cross-functional working group, drawing expertise from elected leadership, management, engineering, operations, maintenance, SCADA, and finance departments. The group meets periodically to:

- Review asset condition data and maintenance reports.
- Address operational concerns and emerging infrastructure issues.
- Coordinate planning for maintenance, rehabilitation, and capital improvements.
- Support compliance with regulatory and funding requirements.

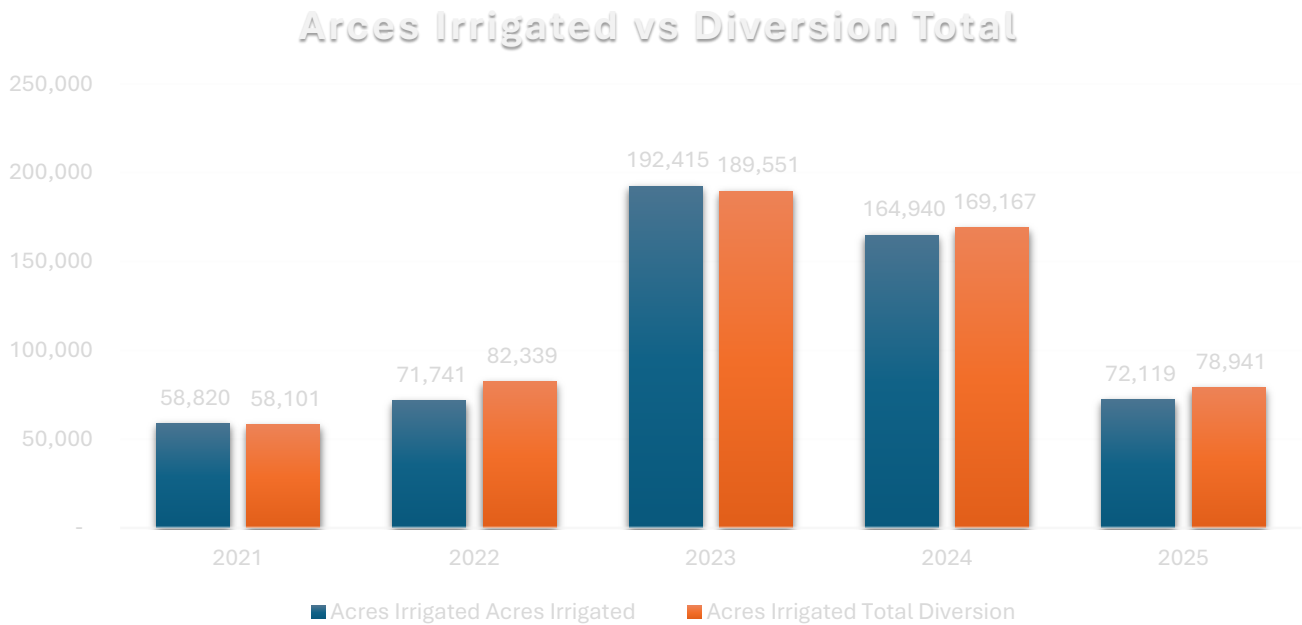
Ongoing Development

EBID recognizes that formalizing the AMT and integrating structured processes is a key step toward a more robust Asset Management System. Planned improvements include:

- Defining clear roles and responsibilities for AMT members.
- Establishing regular meeting schedules and reporting structures.
- Implementing standardized procedures for data collection, condition assessment, and risk evaluation.

Water Usage

Acres Irrigated vs Total Diversion

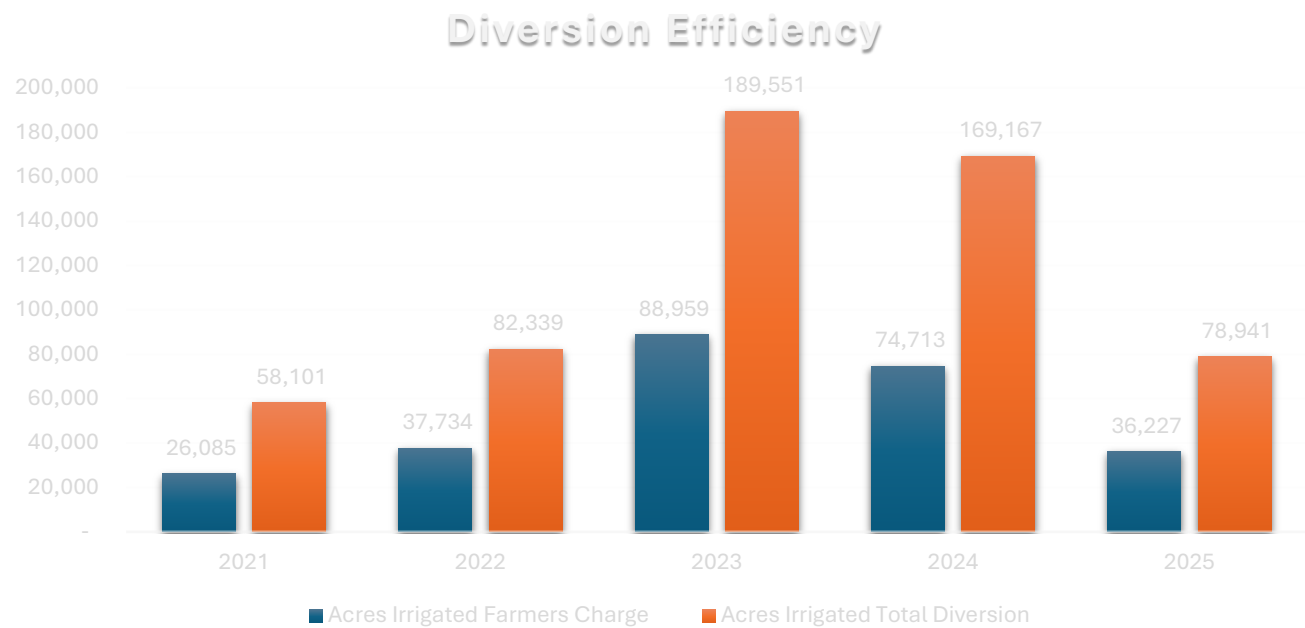


This chart compares the total number of acres irrigated each year to the total diversion volumes needed to supply those acres. Across all five years shown, EBID demonstrates a high level of **water delivery efficiency**, with acres irrigated closely tracking the diversion totals from the river. Even in years with significant variability in water availability—such as the high-delivery years of 2023 and 2024 or the more limited 2021 and 2025 seasons—the District consistently maximizes the beneficial use of every diverted acre-foot.

The narrow margin between irrigated acreage and total diversions highlights EBID’s operational strength in delivering water with minimal losses despite aging infrastructure, sediment challenges, fluctuating hydrologic conditions, and limited conveyance assets. This performance underscores the effectiveness of EBID’s water management practices, field operations, and system controls, demonstrating that the District continues to achieve strong delivery efficiency even while working with resource constraints and legacy infrastructure.

This trend supports the District’s ongoing push for modernization—including automation, SCADA expansion, canal lining, and pipeline improvements—to further enhance water conservation and ensure that every diverted unit of water provides maximum agricultural benefit.

Diversion Efficiency Analysis

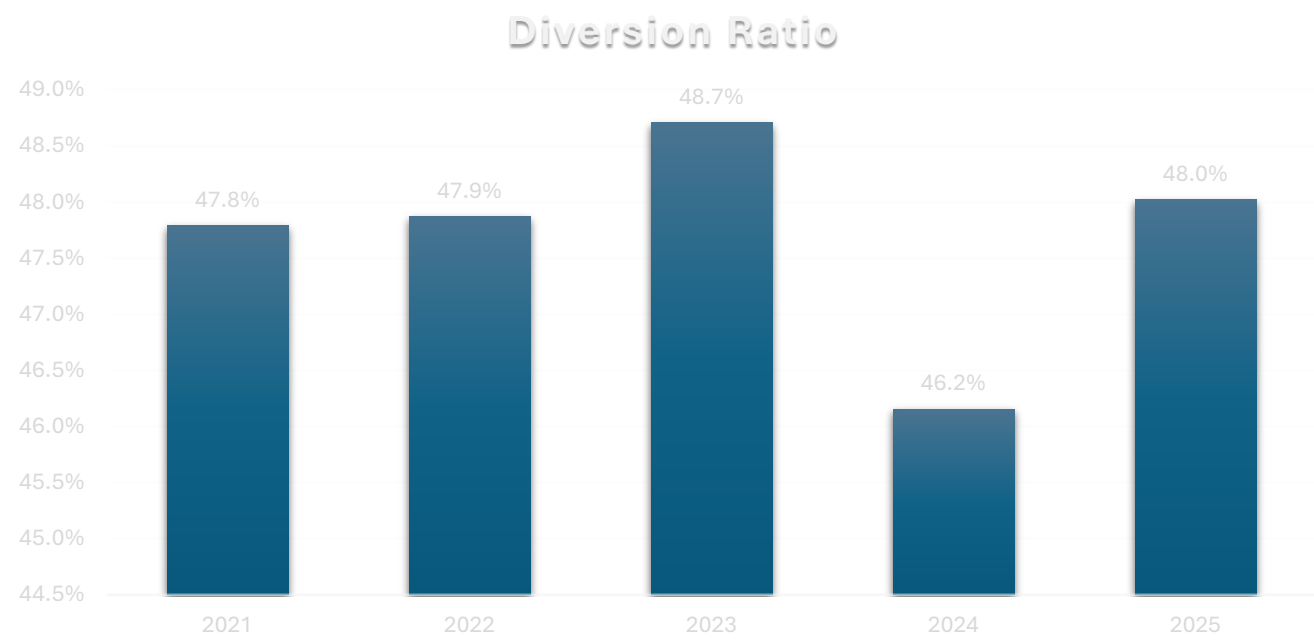


This chart compares the acres assessed to farmers with the hydrologic equivalent acreage represented by the District’s total diversions. The “Acres Irrigated – Farmers Charge” values reflect the official acreage billed by EBID based on Water Righted Acres (WRA), while the “Acres Irrigated – Total Diversion” values represent the theoretical acres that could be irrigated from the total diversion volumes in each year. These two measures are not intended to match; instead, they illustrate the difference between **billing-based irrigated acreage** and **hydrologic system demand**.

The gap between the two values reflects several operational factors, including system conveyance flows, timing flows, stormwater routing, canal charging, and variable irrigation demand across the District. Importantly, this comparison demonstrates EBID’s ability to move water effectively across its system, even in years with fluctuating allocations and diverse operational needs. The District consistently maximizes the beneficial use of diverted water despite aging infrastructure, limited automation, and challenging hydrologic conditions.

This analysis supports the need for continued modernization—such as automation, telemetry expansion, and canal lining—to further close the operational gap and increase diversion efficiency over time.

Diversion Ratio

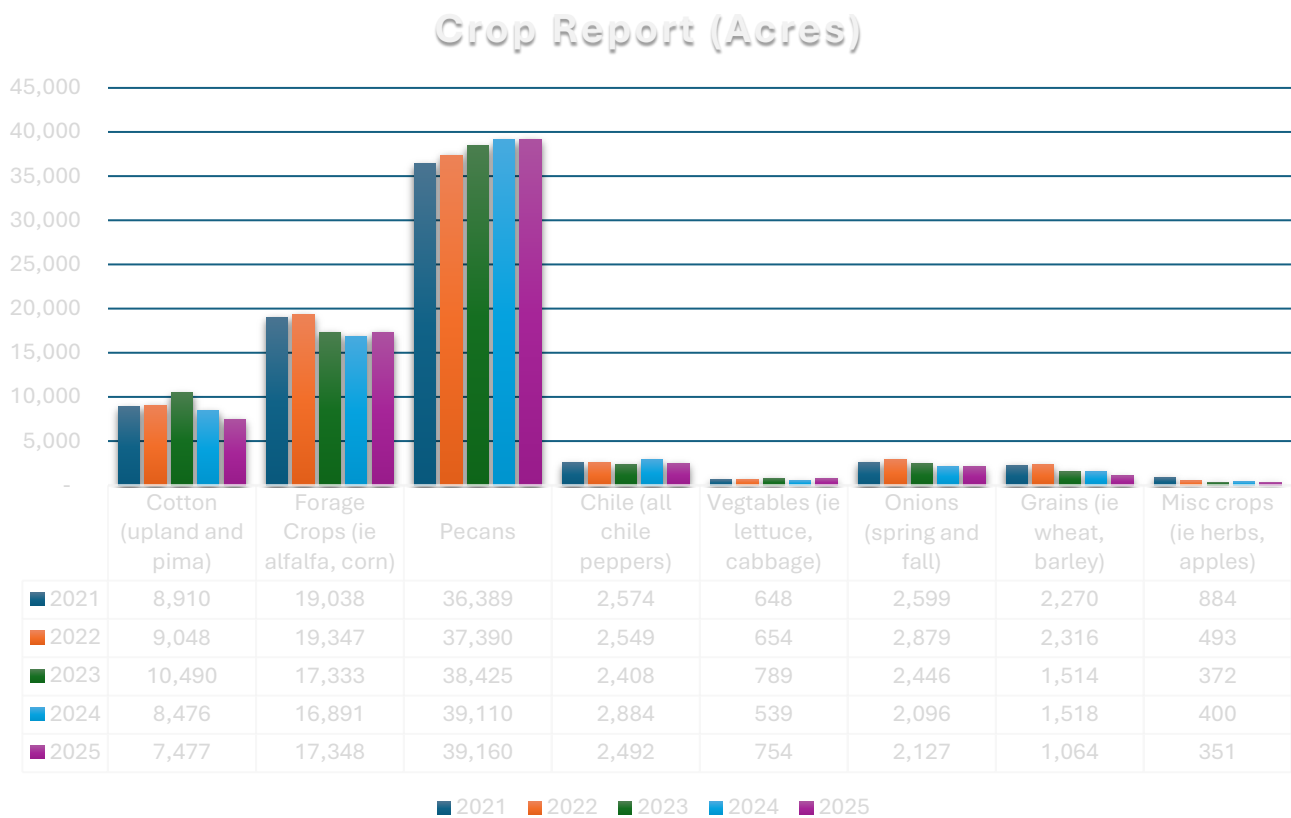


The diversion ratio represents the proportion of EBID’s total diverted water that is directly associated with acres assessed under both the Farm Rate and Flat Rate categories. This metric provides insight into how closely the District’s billing-based irrigated acreage aligns with the actual volume of water diverted from the river each year.

Across the five-year period, EBID’s diversion ratio remains consistently within the **46 to 48.7% range**, demonstrating a stable relationship between assessed acreage and total diversions despite variations in allocation, hydrologic conditions, and operational demands.

Overall, this ratio illustrates EBID’s **consistent delivery efficiency** and its ability to ensure that a substantial portion of diverted water is directly applied to beneficial agricultural use. The stability of this metric, shows that EBID has reached a level of capacity and through future investment in the district there is a lot of improvement that can be done to increase the beneficial use of our water resources.

Crop Report



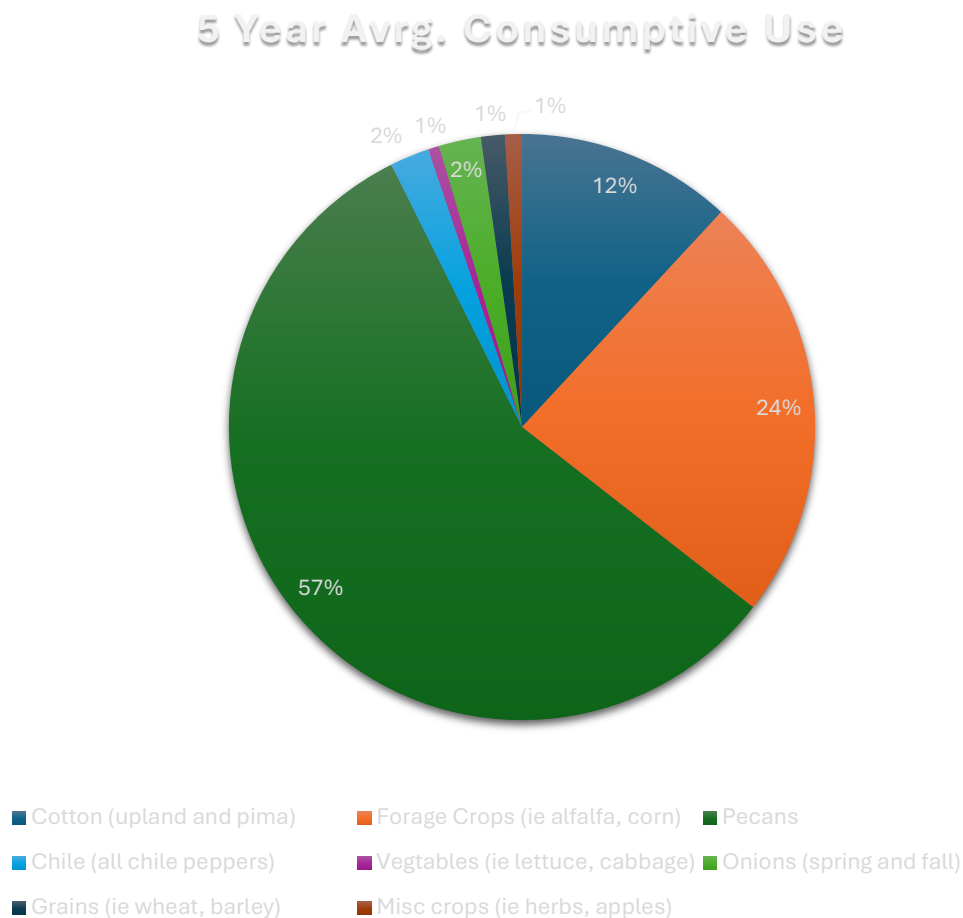
This chart summarizes the acres in agricultural production across EBID from 2021 through 2025 based on annual crop reports submitted by landowners and supplemented by estimates from EBID’s field teams. While the dataset includes some variability due to self-reporting and field-level adjustments, it provides a reliable snapshot of overall cropping trends in the District.

Across the five-year period, the data shows a **clear and consistent shift in crop distribution**, with most annual and rotational crops—including cotton, forage crops, chile, onions, grains, and miscellaneous specialty crops—experiencing gradual declines in planted acreage. These reductions are influenced by several factors, including increased participation in voluntary fallowing programs, limited water availability due to recurring drought conditions, market pricing and profitability, and growers strategically reducing high-water-use or high-risk annual crops in years with uncertain allocations.

In contrast, pecan acreage continues to rise, reflecting long-term investments by growers in permanent crops that offer stable returns. Pecans now represent the dominant crop in EBID by acreage, reinforcing a district-wide trend toward more perennial orchard systems and fewer short-season row crops.

Although not perfectly precise, this dataset provides valuable insight into how producers are adapting to changing water supplies and market conditions. These cropping trends have important implications for EBID’s long-term asset planning, water delivery patterns, and conservation strategies, and they highlight the need for continued modernization of the District’s distribution system to support diverse crop demands under variable hydrologic conditions.

5-Year Average Consumptive Use by Crop

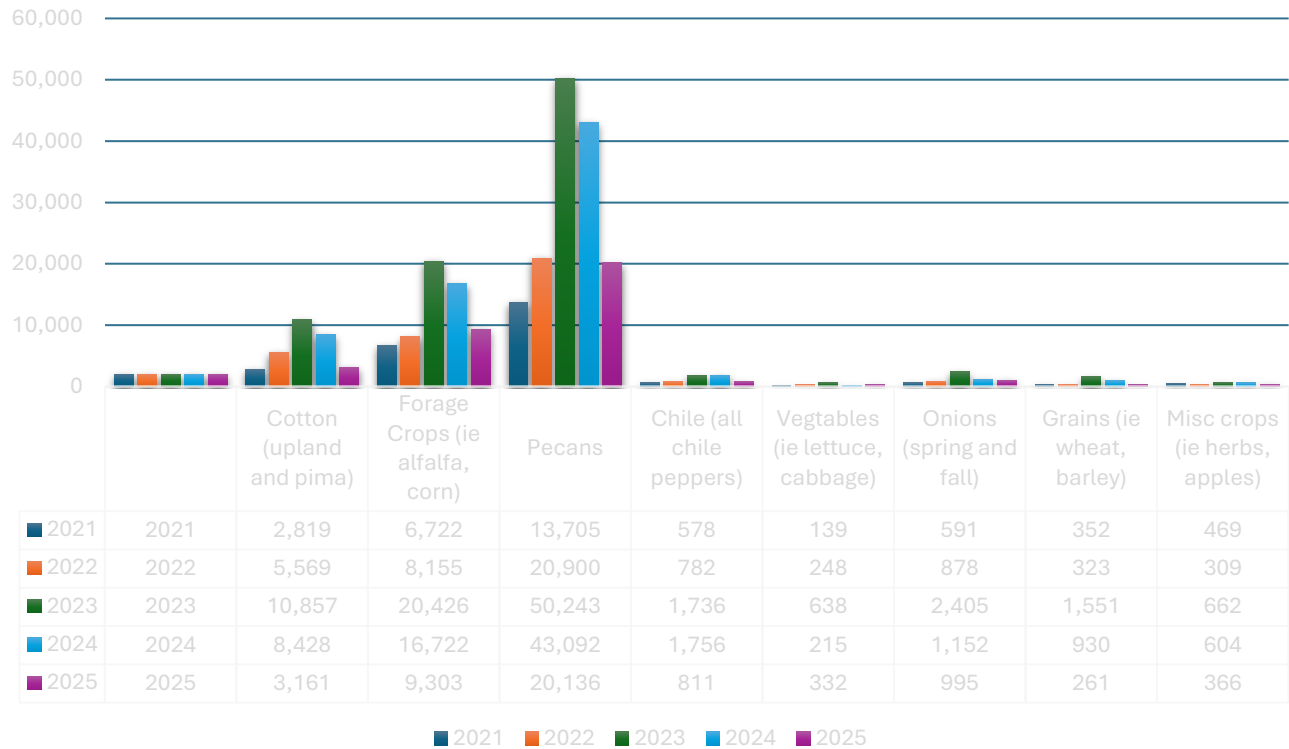


This pie chart illustrates the average **consumptive use of water by crop type** across EBID over the past five years. The distribution highlights the significant differences in water demand among the major crops grown within the District. As shown, pecans account for the majority of consumptive use—approximately **57%** of total demand—reflecting both their expansive acreage and the high, steady irrigation requirements associated with mature orchard systems.

Forage crops, such as alfalfa and corn, represent the next largest category at **24%**, consistent with their high-water-use profiles and their importance as rotational or feed crops within the valley. Cotton contributes roughly **12%** of total consumptive use, while all other crop categories—including chile peppers, vegetables, onions, grains, and miscellaneous specialty crops—each represent **2% or less** of the District’s total consumption.

The dominance of pecans and forage crops in the consumptive-use profile underscores a broader shift in agricultural patterns within EBID: a move toward permanent crops with consistent long-term water demand and away from annual or rotational crops with more variable and complex irrigation needs. Additionally, it is important to note that this shift also correlates with the level of investment in both time and capital needed as well as market demand and returns for the various crops.

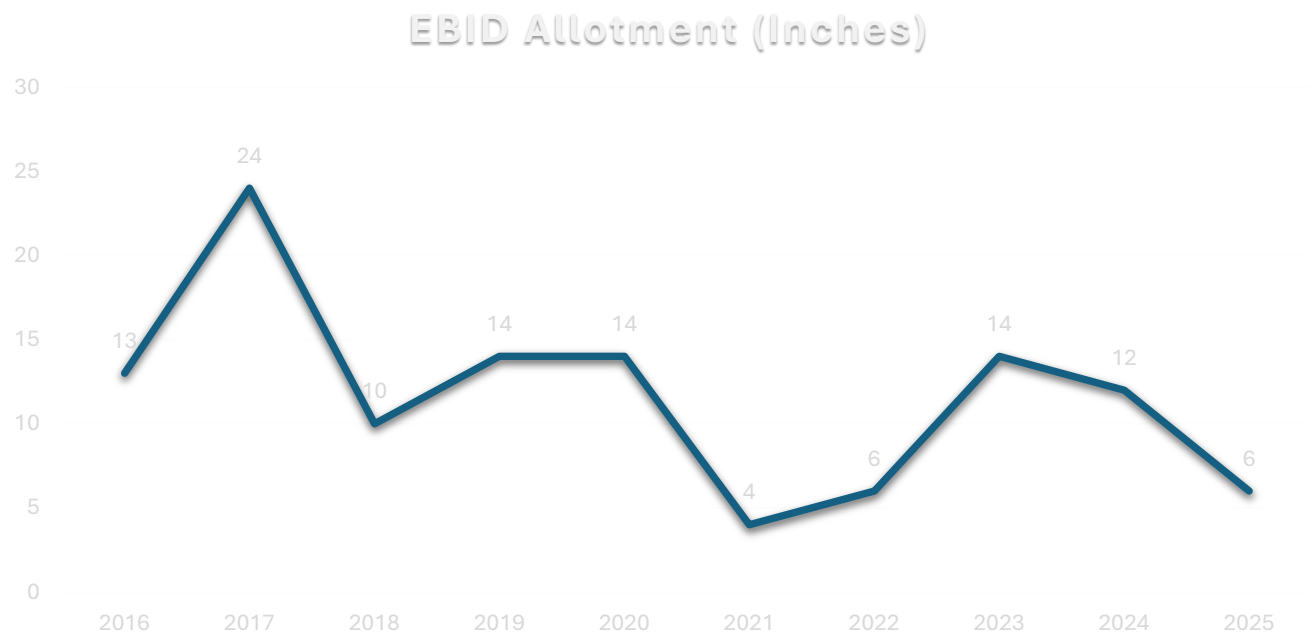
Consumption Estimate by Crop



This chart presents the estimated annual consumptive use by crop type from 2021 through 2025. The values reflect both reported acreage and crop-specific water demand factors. Across all years, pecans consistently account for the highest total consumptive use, followed by forage crops and cotton, which vary depending on acreage and water availability. Annual crops such as chile, vegetables, onions, grains, and miscellaneous specialty crops make up a comparatively small share of total consumption. The year-to-year variation shown in the bars reflects changes in planted acreage, water allocations, and cropping decisions across the District during each growing season.

Understanding this distribution outlined by both charts in this section helps EBID plan for future improvements in conveyance efficiency, delivery release dates, automation, and conservation to support the evolving water-use requirements of the District.

Historical Allotments



This chart shows EBID’s annual water allotment, in inches, over a 10-year period from 2016 through 2025. The trend illustrates significant variability tied directly to ongoing drought conditions in the Rio Grande Basin. While allotments reached as high as 24 inches in 2017, the District has more frequently experienced substantially reduced supplies, including severe lows of 4 inches in 2021 and 6 inches in both 2022 and 2025. Even in comparatively improved years such as 2023 and 2024, allotments remained well below historic norms. This multi-year pattern underscores the persistent and continuing drought affecting the region, reinforcing the need for EBID’s ongoing investment in system efficiency, conservation strategies, and infrastructure modernization to maximize beneficial use of limited water resources.

Allotment Selection Process

EBID's annual allotment determination begins with leveraging regional hydrologic monitoring and forecasting conducted by state and federal agencies across northern New Mexico, including ongoing evaluation of precipitation patterns, snowpack conditions, reservoir inflows, and streamflow forecasts for the Rio Grande Compact. This information is compiled and analyzed by EBID's contracted external hydrologist, who presents project water supply updates to the District's Board of Directors throughout the pre-season planning period.

Using these data sets, the hydrologist develops projections of total water availability to EBID, accounting for anticipated upstream storage, expected inflows to Elephant Butte Reservoir, Compact delivery requirements, and operational constraints. Estimated conveyance losses—representing the water required to deliver supply from storage and diversion points to District constituents—are incorporated into the analysis to calculate net deliverable volumes. The adjusted water supply total is then divided by the District's total Water Righted Acres (WRA) to establish a preliminary per-acre allotment recommendation for the irrigation season.

This analysis provides the technical foundation for decision-making; however, final allotment authority rests with EBID's Board of Directors. The Board evaluates the hydrologist's recommendations alongside regulatory obligations, operational readiness, and other objectives to ensure compliance with the Rio Grande Compact and long-term system sustainability. Based on the selected allotment volume—which directly influences the projected length of the irrigation season—the Board also establishes the irrigation season start date, setting the timing for water release and deliveries to constituents, this process is also done in accordance with downstream users such as Texas and Mexico to maximize water efficiency and storage for EBID.

Water Conservation Plan

Infrastructure

EBID's long-term water conservation strategy includes a major shift toward modernizing its delivery system through expanded pipeline infrastructure, targeted canal lining, flood control dam rehabilitation, sediment removal, and comprehensive canal, lateral, and drain maintenance.

As drought persists and operational efficiency becomes increasingly critical, converting open, earthen segments into **buried pipelines** or **lined canals** offers substantial reductions in seepage loss, vegetation encroachment, and evaporation. Canal lining—using concrete, shotcrete, geomembranes, or other approved materials—provides immediate efficiency gains by stabilizing canal geometry, improving flow velocities, and reducing sediment deposition and maintenance frequency. In parallel, EBID is enhancing its drains by removing invasive vegetation and accumulated sediment that impair hydraulic capacity and increase water loss. Reshaping and restoring earthen-lined canals is another key component, improving grade uniformity and cross-sectional stability to promote cleaner, faster, and more controlled flows. Together, these infrastructure improvements strengthen the District's ability to conserve water, improve delivery reliability, reduce operational losses, and maximize the beneficial use of limited surface water supplies throughout the Lower Rio Grande.

In addition to pipelines, canal lining, and drain rehabilitation, EBID's PL-566 flood control dams and their associated watershed and arroyo systems represent critical infrastructure for improving long-term water conservation. These dams were built to attenuate flood flows and capture sediment, but they also provide

meaningful opportunities to temporarily store stormwater and manage runoff across EBID’s jurisdiction. By maintaining these structures, removing accumulated sediment, and coordinating operations with federal and state partners when appropriate, EBID can use these facilities to slow, detain, and route monsoon inflows in ways that reduce downstream losses and enhance overall system efficiency. Properly managed watershed and arroyo inflows can be directed into canals or drains at controlled rates, improving delivery reliability, supporting beneficial use during storm events, and reducing the reliance on upstream reservoir releases. As part of EBID’s broader infrastructure strategy, the District in coordination with ISC is prioritizing maintenance and rehabilitation of these flood control assets and drains to maximize their conservation value and aquifer recharge while contributing to drought resiliency throughout the Lower Rio Grande.

Smart Pathing

EBID is evaluating the potential development of a **smart pathing framework** to improve water delivery efficiency across the District’s canal and lateral systems. The core concept of smart pathing is to group and sequence irrigation deliveries in a way that maximizes hydraulic efficiency—reducing travel time, minimizing conveyance losses, and allowing water to move through the system in more coordinated, streamlined pathways. By encouraging flexible water ordering where possible, EBID could route deliveries along similar reaches of the system, making more efficient use of limited canal capacity while reducing operational adjustments and waste.

As part of this preliminary exploration, EBID is underway on engaging Rubicon to analyze the District’s infrastructure, flow paths, and operational patterns to determine whether an automated or semi-automated smart pathing system would be feasible at no cost to the District. This analysis would examine how telemetry data, historical records, and real-time operations could be paired with algorithms to recommend optimal routing strategies that place water to its highest beneficial use. Additionally, EBID will begin to form external partnerships with experts through the ISC funding to aid in the creation of this system, with a focus on data driven technology and algorithms.

While work has yet to begin and no commitments have been made, EBID recognizes that smart pathing could, if feasible, provide long-term benefits by improving delivery coordination, reducing losses, and strengthening system responsiveness—especially during years of limited water supply.

Automation

EBID is evaluating and piloting the potential to modernize its water delivery and flood control network through expanded automation and integrated SCADA control. As more pipelines, lined canals, diversion structures, and flood control facilities are upgraded or rehabilitated, the District anticipates an opportunity to connect these assets into a coordinated automated system capable of real-time monitoring, flow control, and operational decision support.

Automation would allow gates, valves, and diversion structures to respond dynamically to changing conditions—such as scheduled irrigation deliveries, stormwater inflows, or upstream watershed events—without requiring continuous manual adjustments by field staff. Integrated sensors and telemetry could provide real-time data on flow rates, canal levels, storm inflows, and potentially storage conditions at flood control dams, allowing the system to route water efficiently through pipelines, lined canals, and controlled diversion structures with significantly reduced operational losses.

Beyond improving delivery precision and water conservation, automation has the potential to **reduce EBID's long-term maintenance burden**. Pipelines and lined canals inherently require less reshaping, grading, dredging, and vegetation management than earthen channels. Automated gates further reduce the need for frequent field visits, manual gate changes, and emergency adjustments during storm events. Over time, this combination of physical modernization and automated control could substantially lower EBID's ongoing maintenance costs.

As maintenance needs decline, EBID may also see long-term changes in its workforce structure. Fewer labor-intensive tasks (canal reshaping, weed control, ditch riders, and large-scale sediment removal) would be required on a routine basis. Instead, future staffing needs may shift toward technical roles, including telemetry support, SCADA operations, system monitoring, and preventative maintenance of automated equipment. While these changes would occur gradually, district wide automation positions EBID to operate more efficiently, reduce operational costs, and better manage limited water supplies throughout a drought-impacted region.

Stormwater Capture

EBID actively manages stormwater and arroyo inflows to improve system efficiency, maximize beneficial use of monsoon events, and reduce reliance on scheduled reservoir releases. Stormwater capture is a critical part of the District's water conservation strategy because it reduces river losses, supports irrigation deliveries, and contributes to aquifer recharge through canal leakage and drain infiltration.

Current Stormwater Capture Practices

During the irrigation season, EBID monitors monsoon patterns, arroyo activity, and inflow timing to identify opportunities to divert stormwater into the District's canal and/or drain system. When canal capacity and operational conditions allow, stormwater is diverted at key headings to supplement scheduled deliveries, reduce dam releases, and increase overall system efficiency. Deliveries using stormwater follow a prioritized approach:

1. **Primary priority**—deliver stormwater to farms with active water orders.
2. **Secondary priority**—when appropriate, offer stormwater to farms without active orders that can accept flow.
3. **Tertiary priority**—when agricultural delivery is not feasible, route stormwater into drains or recharge areas to promote seepage-based aquifer recharge.

During storm water capture, Operations staff, ditch riders, SCADA, and the District Engineer coordinate to ensure canal capacity is not exceeded, sediment and debris loads are monitored, and all diversions and operational adjustments are documented.

Outside the irrigation season, stormwater management shifts toward temporary impoundment, controlled routing, and groundwater recharge. Diversion dams and gates are prepared ahead of storm events to capture and hold monsoon runoff when possible. Post-season stormwater is typically retained long enough to allow sediment to settle before being gradually released or delivered to recharge-friendly segments of the system, drains, or other conveyance features.

Future Automation and Data-Driven Stormwater Management

Looking ahead, EBID anticipates significant improvements in stormwater capture and distribution through expanded automation and real-time telemetry across the canal and flood-control network. As additional SCADA sites, sensors, gate actuators, rain gauges, groundwater piezometers, and flow monitors come online, the District will be able to develop **algorithm-driven decision tools** that evaluate stormwater inflows, canal capacities, ditch-

rider reports, and live operational data to determine the most efficient routing of stormwater during monsoon events. These systems will eventually enable EBID to automatically prioritize deliveries based on active water orders, downstream demand, ponding capacity, and recharge potential. Over time, enhanced automation will allow the District to **dynamically control stormwater flows**, reduce operator response times, prevent over-topping or bypass losses, and ensure that each acre-foot of captured stormwater is directed to its **highest beneficial use**, whether that be irrigation delivery, settlement of sediment loads, recharge via drains, or coordinated operations with sister districts. This data-driven approach will greatly strengthen EBID's conservation capacity and system resiliency in a persistently drought-impacted basin.

Sediment Removal

Sediment accumulation is one of the most persistent operational challenges across EBID's irrigation and flood management system. Material transported from watershed and arroyo inflow (especially during monsoon event) settles throughout the District's **canals, laterals, drains, river headings, and flood control dams**, gradually reducing hydraulic capacity, increasing conveyance losses, and elevating maintenance demands. Sediment loading also impacts the performance of diversion structures and gated infrastructure, requiring additional labor, equipment time, and operational adjustments to maintain reliable water delivery.

Historically, sediment removal has been performed largely on an **as-needed (ad hoc)** basis, driven by urgent operational concerns or emergent blockages. While this reactive approach has supported continued delivery, it does not allow the District to get ahead of sedimentation, nor does it optimize equipment utilization, labor planning, or long-term maintenance forecasting.

To address this, EBID is developing a **prioritized sediment removal program** that categorizes facilities based on operational criticality and overall system impact. High-priority segment (including major canals, critical drains, and PL-566 flood control structure) will be placed on defined annual or multi-year rotation schedules. Moderate and low-priority facilities will follow structured rotations based on measured accumulation, hydraulic performance, and field reports.

By transitioning to a strategic prioritized maintenance removal program, EBID will be able to:

- Increase system capacity and reduce conveyance losses
- Improve operational predictability and reduce emergency cleanouts
- Optimize use of District equipment and labor
- Ensure flood control dams maintain designed storage and sediment detention functions
- Enhance overall water conservation through cleaner, more efficient conveyance pathways

This proactive approach strengthens the District's ability to maintain system reliability during irrigation and storm seasons while supporting long-term asset sustainability across the Lower Rio Grande.

Non-Operational (LID)

EBID's Local Improvement District (LID) fund—used exclusively for the maintenance and rehabilitation of the District's PL-566 flood control dams—currently holds a balance of \$699,451.24 across its sub-accounts. While these assessments provide a stable revenue stream, the rates charged to landowners are not sufficient to fully fund the long-term capital needs of aging dam infrastructure. Rehabilitation costs for PL-566 structures far exceed

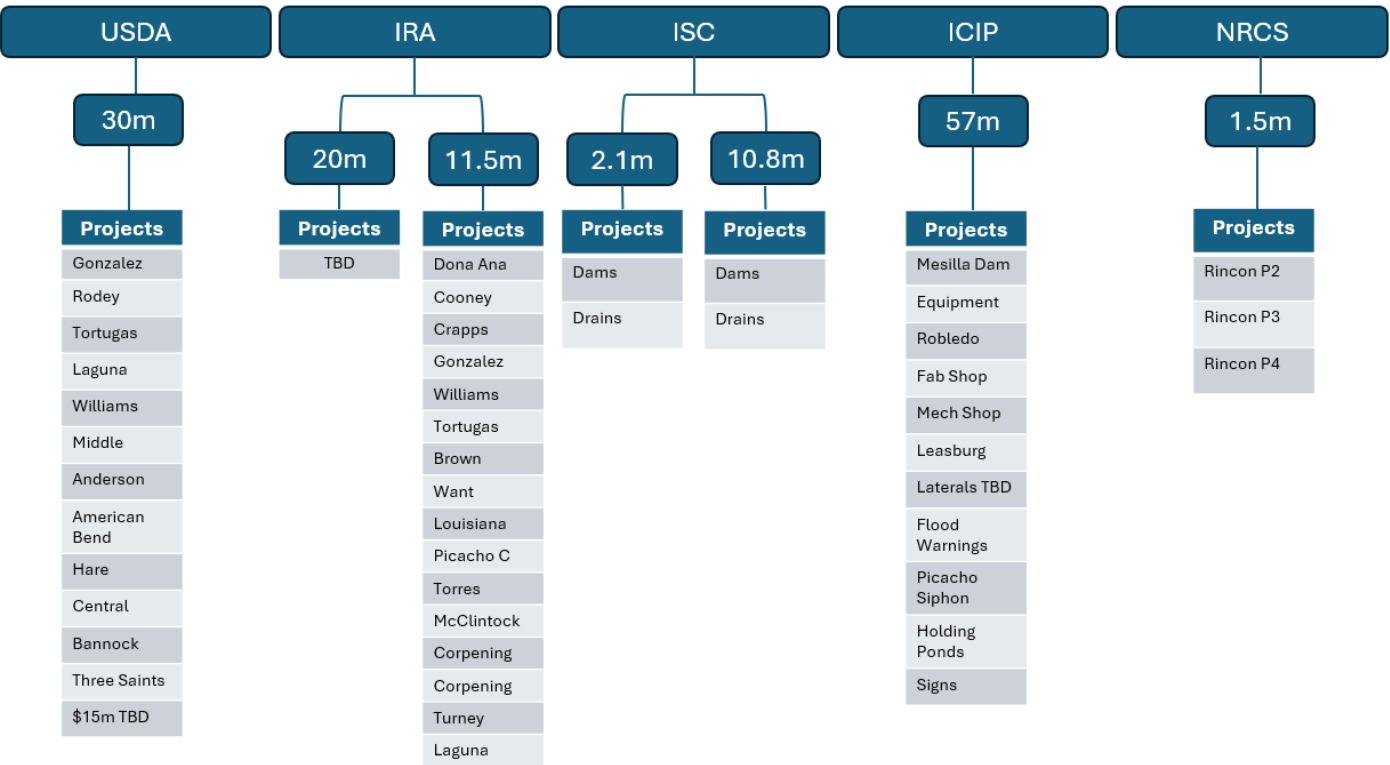
annual LID contributions, creating a structural funding gap that must be supplemented through state and federal grants. To maximize the impact of available resources, EBID plans to fully deploy the FY26 LID balance on materials needed for dam rehabilitation activities, coordinating this investment with current ISC grant funding to ensure the most efficient and cost-effective use of District resources.

Debt Service

EBID currently carries **no outstanding debt**, and all operations, maintenance, and capital improvements are funded through assessments, grants, and internal revenue sources. Should the District ever require financing through bonds or loans, New Mexico state law provides a clear statutory framework governing indebtedness. Under **NMSA 1978, Section 73-11-27**, EBID may borrow money or incur debt only if such action is **approved by a majority vote of the District’s qualified electors**. This requirement ensures that any future financial obligation reflects broad landowner support and aligns with the long-term interests of the District. This reduces EBID’s financial risk but makes it difficult to provide expansion and commitment to sustainable and fiscally responsible infrastructure management.

Grants

EBID is actively engaged in a broad portfolio of federal and state funding opportunities to support the modernization, rehabilitation, and long-term resiliency of its irrigation and flood control infrastructure. The chart summarizes both **secured** and **potential** grant funding sources currently in motion across multiple agencies.



USDA Funding – \$30 Million

Originally awarded at **\$15 million** and later amended to **\$30 million**, this USDA-funded infrastructure package was expected to support a large suite of lateral pipeline and structural rehabilitation projects. However, the funding has been **administratively frozen**, and EBID has not received confirmation on whether future obligations will proceed. This uncertainty requires the District to maintain flexibility in its long-term planning until federal direction is clarified.

USBOR Funding – \$20 Million and \$11.5 Million

The original Infrastructure Reduction Act (IRA) allocation contemplated roughly **\$60 million** for Lower Rio Grande Basin projects. Of that total, we believe **\$40 million** has since been redirected to the *Texas v. New Mexico* settlement for the acquisition of water rights to support permanent fallowing programs. The remaining **\$20 million** represents EBID’s expected project-eligible funding, though the amount is **not yet final**. Several project applications have been submitted but are designated **to be determined** pending federal evaluation and award.

Separately, an additional **\$11.5 million** USBOR award has advanced through scoping and initial Statement of Work development. While EBID anticipates receiving these funds, the **final award remains pending** due to ongoing processing and coordination with the Bureau of Reclamation.

ISC Funding – ~\$12.9 Million

The New Mexico Interstate Stream Commission has awarded EBID a combined **\$12,869,437** through capital and special appropriations targeting rehabilitation of PL-566 flood control dams, drain maintenance, and critical operational upgrades. This funding is fully executed, and EBID is actively implementing projects and planning for the 4-year term of the agreement. As of the most recent reporting period, the District has expended approximately \$5,000,000 demonstrating substantial progress toward completion.

ICIP Funding Request – ~\$57 Million

EBID has submitted a **\$57 million** request under the State of New Mexico’s Infrastructure Capital Improvement Plan (ICIP). These funds would support major capital projects, including dam rehabilitation, equipment replacement, shop upgrades, automation, lateral improvements, flood warning systems, and system-wide modernization. Allocations will not be known until the state’s budget decisions are finalized.

NRCS Funding – ~\$1.5 million

The District has secured **\$1,489,984** in NRCS funding for Rincon-area improvements (Phases 2, 3, and 4). EBID is currently advancing design and compliance activities, with construction anticipated to begin in **Fall 2026**. Unlike EBID’s other funded programs, NRCS requires a **local cost match**, and the District is actively pursuing state matching funds and additional sources to support this obligation.

Additional Funding Efforts

Beyond these major programs, EBID is pursuing several other grant opportunities at the federal, state, and local levels to diversify funding, reduce financial burden on landowners, and accelerate critical infrastructure improvements and rehabilitation.

Internal Review Summary

Through the development of this Asset Management Plan, EBID has undertaken a comprehensive internal review of its infrastructure, equipment, technology, and operational practices. This process has confirmed that the District is managing a system characterized by aging assets, deferred reinvestment, and equipment operating beyond typical useful life expectations. These conditions did not arise overnight and reflect decades of constrained funding and the increasing operational complexity of managing water in the Lower Rio Grande under persistent drought conditions.

At the same time, this review demonstrates that EBID is actively correcting course. Over the past two fiscal years, the District has begun to implement meaningful changes in how assets are evaluated, prioritized, financed, and maintained. These efforts include the introduction of structured condition assessments, improved GIS tracking, targeted rehabilitation projects, expanded use of grant funding, modernization of technology systems, and more deliberate approaches to fleet and equipment replacement. While progress is incremental, the cumulative impact of these actions reflects a clear shift from reactive maintenance toward proactive, risk-based asset management.

This Asset Management Plan establishes a practical framework for continued improvement, rather than a static or one-time assessment. It is intended to serve as a living document that informs capital planning, funding strategies, operational decision-making, and future policy development. As additional data is collected, systems are upgraded, and financial capacity improves, EBID will continue to refine and expand this plan to better reflect system conditions and organizational capabilities.

Ultimately, this internal review affirms that while EBID faces significant infrastructure challenges, the District is moving in the right direction—with improved processes, clearer priorities, stronger coordination, and a long-term perspective focused on sustainability, resilience, and responsible management of public resources.



EBID Board Committee for Government Affairs

Prescott K Colquitt III, Greg Daviet, Rafael Roviroso, James Sloan

Board Update

January 14, 2026

Capital Outlay

Below are our LCS submissions for legislators to consider for funding. They can be found here <https://www.nmlegis.gov/CapitalOutlayWeb/Search> by searching for Elephant Butte Irrigation Dist

[Home](#) / [Capital Outlay Web](#) / [Capital Outlay Web Title Search](#)

Capital Outlay Web Title Search

ID	Title	Fiscal Agent	Owner
View 570	ELEPHANT BUTTE IRRIGATION DIST MESILLA DAM IMPROVE DESIGN	Elephant Butte Irrigation District (EBID)	Elephant Butte Irrigation District
View 572	ELEPHANT BUTTE IRRIGATION DIST ROBLENDO REPEATER CONSTRUCT CONSTRUCT	Elephant Butte Irrigation District (EBID)	Elephant Butte Irrigation District
View 573	ELEPHANT BUTTE IRRIGATION DIST SAFETY SIGNAGE CONSTRUCT	Elephant Butte Irrigation District (EBID)	Elephant Butte Irrigation District
View 574	ELEPHANT BUTTE IRRIGATION DIST HEAVY EQUIP EQUIP	Elephant Butte Irrigation District (EBID)	Elephant Butte Irrigation District

4 Results

OSE Budget

For FY27, the Legislative Finance Committee fully adopted the Governor's recommendation for the Office of the State Engineer. Both proposals fund the agency at **\$40.26 million in General Fund** and **\$92.71 million in total funds**, with no differences between the two plans. This indicates broad agreement on OSE's current staffing, operations, and water management priorities, and no new reductions or expansions were made during the legislative budget review process.

In the governor's FY27 executive budget, the administration proposed a special appropriation of \$22.5 million to purchase water rights and implement depletion reductions tied to the Texas v. New Mexico settlement in the LRG. By contrast, the Legislative Finance Committee (LFC) recommendation does not include any comparable appropriation for water-rights acquisition. Instead, LFC treats the settlement as an implementation and administration issue in FY27. It increases the Office of the State Engineer's operating budget modestly, funds two new staff positions to manage Middle Rio Grande settlement work, and covers insurance and legal costs using existing water funds, but leaves large-scale water-rights purchases unfunded in its recommendation.

Potential Travel Dates

The Committee is prepared to participate in the upcoming legislative session. The following are potential dates of interest for Board members to attend.

January 10: NM Farm & Livestock Bureau Reception

January 20: Session Begins at Noon

January 24-26: Mesilla Valley Days **Rafael Attending**

January 27-February 8: The following are the regular schedules for committees that may hear bills of interest. There may be others that come up unpredictably.

House

- AGRICULTURE, ACEQUIAS & WATER RESOURCES- Tuesday & Thursday - 8:30 a.m. (Room 315)
- APPROPRIATIONS & FINANCE- Monday through Friday - 1:30 p.m. (Room 307)
- ENERGY, ENVIRONMENT & NATURAL RESOURCES- Tuesday & Thursday - 8:30 a.m. (Room 317)

Senate

- CONSERVATION- Tuesday & Thursday - 9:00 a.m. (Room 311)
- FINANCE- Monday through Friday - 1:30 p.m. (Room 322)

February 9: NMSU Day at the Legislature

February 16: Soil & Water Districts Day at the Legislature

Bills of Interest (As of 1/12/26)

HB 37:

<https://www.nmlegis.gov/Legislation/Legislation?chamber=H&legType=B&legNo=37&year=26>

House Bill 37, introduced for the 2026 legislative session, amends the state property tax code to safeguard the "agricultural use" valuation of land that must remain fallow due to a man-made infrastructure failure within a special water district. Specifically, if a district infrastructure failure results in water delivery dropping to 70% or less of the volume delivered in the previous calendar year, the land remains eligible for the favorable agricultural tax rate. This legislation is written with intent to protect farmers below El Vado that have not been able to irrigate land.

HB 63:

<https://www.nmlegis.gov/Legislation/Legislation?Chamber=H&LegType=B&LegNo=63&year=26>

It authorizes Water Project Fund loans and grants to a set list of cities, counties, and water associations across the state, including several in Doña Ana County (Las Cruces, Sunland Park, Mesilla, Hatch, and the county government). Elephant Butte Irrigation District is not named in the bill and is not eligible to receive funding under this authorization.

OSE Water Penalty Enhancement Bill:

This bill has not yet been filed. This is an amendment to existing law that proposes a significant increase in civil penalties for water law violations, aiming to strengthen enforcement capabilities against illegal diversions. The bill amends Section 72-2-18 and related statutes to raise the maximum daily fine for general violations, including breaches of permit conditions or court orders, from the current \$100 limit to **\$2,000 per day**.

HOUSE BILL

57TH LEGISLATURE - STATE OF NEW MEXICO - SECOND SESSION, 2026

INTRODUCED BY

DISCUSSION DRAFT

AN ACT

RELATING TO WATER; INCREASING THE MAXIMUM PENALTY FOR A
VIOLATION OF WATER LAW; PROVIDING FOR AN ANNUAL INCREASE IN
PENALTIES FOR A VIOLATION OF WATER LAW TO ACCOUNT FOR
INFLATION.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

SECTION 1. Section 72-2-18 NMSA 1978 (being Laws 2001,
Chapter 143, Section 1, as amended) is amended to read:

"72-2-18. STATE ENGINEER--ENFORCEMENT--COMPLIANCE
ORDERS--PENALTY.--

A. When a person, pursuant to a finding of fact,
violates a requirement or prohibition of Chapter 72 NMSA 1978,
a regulation, code, order or special order adopted by the state
engineer pursuant to Section 72-2-8 NMSA 1978, a condition of a
permit or license issued by the state engineer pursuant to law

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1 or an order entered by a court adjudicating a water right, the
2 state engineer may, in addition to any other remedies available
3 under law, issue a compliance order stating with reasonable
4 specificity the nature of the violation and requiring
5 compliance within a specified time period. A compliance order
6 shall not be effective against ~~[any]~~ a party other than the
7 person against whom the compliance order is issued.

8 B. This section shall not be construed to affect or
9 interfere with any jurisdiction of an irrigation district, a
10 conservancy district, a state court, a federal court or an
11 Indian nation, tribe or pueblo to enforce its orders and
12 decrees pertaining to water rights.

13 C. A compliance order may include an order to cease
14 the violation of a requirement or prohibition of Chapter 72
15 NMSA 1978, a directive issued in accordance with the provisions
16 of Section 72-2-8 NMSA 1978, a condition of a permit or license
17 issued by the state engineer or an order entered by a court
18 adjudicating a water right.

19 D. The state engineer shall provide an opportunity
20 for the person named in the compliance order to have a hearing
21 on the alleged violation pursuant to Section 72-2-16 NMSA 1978.
22 A hearing shall be held if a written request is made to the
23 state engineer within thirty days after receipt of the notice
24 of the compliance order sent by certified mail. If service by
25 certified mail is not possible, the state engineer may serve

1 the compliance order by process server or other effective
2 means. Notice shall be deemed effective when delivered to the
3 address of record of the person named in the compliance order.

4 A compliance order issued pursuant to this section shall become
5 final unless the person named in the order submits a written
6 request for a hearing to the state engineer within thirty days
7 of receipt of the order. A compliance order shall be
8 enforceable only upon becoming final. Nothing in this section
9 shall prohibit the person named in the order from pursuing an
10 informal resolution of the matter after a timely request for
11 hearing has been made.

12 E. A compliance order may require repayment of
13 water that was overdiverted or illegally diverted. Repayment
14 of water may be up to double the amount of the overdiversion or
15 illegal diversion. In determining the repayment of water
16 beyond the amount overdiverted or illegally diverted, the state
17 engineer shall take into consideration the seriousness of the
18 violation, any good faith efforts to comply with the applicable
19 requirements and any other relevant factors. Any requirement
20 to repay water shall not be enforceable until the compliance
21 order becomes final. Installation of a measuring device may be
22 required prior to any future diversion of water. Repayment of
23 water is the preferred remedy for violations under this
24 section. The state engineer shall not pursue a civil penalty
25 pursuant to Subsection G of this section for an overdiversion

1 of a water right.

2 F. Any appeal to district court shall be conducted
3 pursuant to Chapter 72, Article 7 NMSA 1978 and shall not stay
4 enforcement of the compliance order unless ordered by the
5 district court.

6 G. ~~[After]~~ Prior to issuing a compliance order,
7 ~~[becomes final]~~ the state engineer may issue a written notice
8 of violation. After issuing a written notice of violation, the
9 state engineer may assess a civil penalty of up to ~~[one hundred~~
10 ~~dollars (\$100)]~~ two thousand dollars (\$2,000) per day for
11 ~~[violation of the compliance order. Any civil penalty assessed~~
12 ~~shall accrue from the date of assessment of the penalty]~~ each
13 day during any portion of which the violation continues. If
14 the overdiverted or illegally diverted water is sold, the
15 maximum penalty shall be double the economic benefit to the
16 violator resulting from the violation or twenty-five dollars
17 (\$25.00) per barrel of water sold, whichever is greater. In
18 determining the amount of the civil penalty, the state engineer
19 shall take into consideration the seriousness of the violation,
20 any good faith efforts to comply with the applicable
21 requirements and any other relevant factors. A compliance
22 order may require payment of the assessed civil penalty
23 accruing from the date of the notice of violation. The civil
24 penalty shall not be enforceable until the compliance order
25 becomes final.

1 H. If a person does not comply with a compliance
2 order, the state engineer may file a civil action to enforce
3 the compliance order and receive any of the remedies provided
4 in this section, including injunctive relief.

5 I. On July 1, 2028 and on July 1 of each successive
6 year, the state engineer shall adjust the maximum penalty
7 amounts established in Subsection G of this section to account
8 for inflation. The amounts shall be increased by the
9 percentage change in the consumer price index, not seasonally
10 adjusted, for all urban consumers, United States city average
11 for all items, or its successor index, as published by the
12 United States department of labor for the preceding calendar
13 year or years beginning January 1, 2027. The amount of the
14 increases, if any, shall be rounded to the nearest dollar but
15 shall not exceed one hundred fifty percent of the current
16 penalty amount. By June 1, 2028 and by June 1 of each
17 successive year, the state engineer shall post on the state
18 engineer's website the maximum penalty amount for the next
19 fiscal year."

20 SECTION 2. Section 72-5A-12 NMSA 1978 (being Laws 1999,
21 Chapter 285, Section 12) is amended to read:

22 "72-5A-12. PENALTIES.--

23 A. A person who or governmental entity that is
24 determined to be in violation of the Ground Water Storage and
25 Recovery Act or a permit issued or rules adopted pursuant to

1 the act may be assessed a civil penalty in an amount not
2 exceeding:

3 (1) [~~one hundred dollars (\$100)~~] two thousand
4 dollars (\$2,000) per day of violation not directly related to
5 the illegal recovery or use of stored water; or

6 (2) ten thousand dollars (\$10,000) per day
7 of violation directly related to the illegal recovery or use of
8 stored water.

9 B. An action to recover penalties pursuant to this
10 section shall be brought by the state engineer in the district
11 court in which the violation occurred.

12 C. On July 1, 2028 and on July 1 of each successive
13 year, the state engineer shall adjust the maximum penalty
14 amounts established in Subsection A of this section to account
15 for inflation. The amounts shall be increased by the
16 percentage change in the consumer price index, not seasonally
17 adjusted, for all urban consumers, United States city average
18 for all items, or its successor index, as published by the
19 United States department of labor for the preceding calendar
20 year or years beginning January 1, 2027. The amount of the
21 increases, if any, shall be rounded to the nearest dollar but
22 shall not exceed one hundred fifty percent of the current
23 penalty amount. By June 1, 2028 and by June 1 of each
24 successive year, the state engineer shall post on the state
25 engineer's website the maximum penalty amount for the next

1 fiscal year."

2 SECTION 3. Section 72-12-14 NMSA 1978 (being Laws 1949,
3 Chapter 178, Section 3) is amended to read:

4 "72-12-14. SUSPENSION OR REVOCATION OF LICENSE--APPEAL--
5 DAMAGES.--~~[Any license issued under the provisions of this act~~
6 ~~may be suspended or revoked by]~~

7 A. Upon notice and after opportunity for a hearing,
8 the state engineer ~~[upon notice and hearing, in the event that~~
9 ~~the license shall have violated any]~~ may suspend or revoke a
10 license issued pursuant to the provisions of Sections 72-12-12
11 through 72-12-17 NMSA 1978 for a violation of a condition of
12 ~~[the]~~ a bond maintained [by him] as a prerequisite for ~~[such]~~
13 the license. Appeals from the decision of the state engineer
14 may be taken to ~~[the district courts of the state]~~ a district
15 court in the same manner ~~[and with like effect]~~ as ~~[now]~~
16 provided for other appeals from action of the state engineer.
17 In the event of such breach, the state engineer, on behalf of
18 the state ~~[of New Mexico]~~ and any other person injured
19 ~~[thereby]~~ by the breach, is authorized to recover in a civil
20 suit in the district court of the county where the well
21 involved is located, judgment for ~~[such]~~ damages ~~[as may have~~
22 ~~been]~~ sustained by reason ~~[thereof]~~ of the breach. In
23 addition, the state engineer is authorized to recover on behalf
24 of the state ~~[of New Mexico]~~ a civil penalty in an amount to be
25 determined by the district court ~~[in which the action is tried]~~

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1 not to exceed [~~\$1,000.00~~] ten thousand dollars (\$10,000), and
2 judgment for both damages and penalty shall be against the
3 principal and sureties [~~upon said~~] on the bonds.

4 B. On July 1, 2028 and on July 1 of each successive
5 year, the state engineer shall adjust the maximum penalty
6 amount established in Subsection A of this section to account
7 for inflation. The amount shall be increased by the percentage
8 change in the consumer price index, not seasonally adjusted,
9 for all urban consumers, United States city average for all
10 items, or its successor index, as published by the United
11 States department of labor for the preceding calendar year or
12 years beginning January 1, 2027. The amount of the increase,
13 if any, shall be rounded to the nearest dollar but shall not
14 exceed one hundred fifty percent of the current penalty amount.
15 By June 1, 2028 and by June 1 of each successive year, the
16 state engineer shall post on the state engineer's website the
17 maximum penalty amount for the next fiscal year."

Wednesday, January 7, 2026

	1/7/2025	1/7/2025	1/7/2024
Cash - Bank	\$ 3,532,316	\$ 562,254	\$ 978,744
Investments - NM State Treasurer	\$ 7,307,354	\$ 6,218,478	\$ 5,340,080
Cash balance bank	\$ 10,839,670	\$ 6,780,732	\$ 6,318,824

	1/7/2026	Balance 1/7/2025	Balance 1/7/2024
Cash - Book			
Cash	\$ 886,541	\$ 1,505,031	\$ 1,368,842
Invest	\$ 7,307,354	\$ 6,218,478	\$ 5,340,080
Cash balance book	\$ 8,193,894	\$ 7,723,509	\$ 6,708,922

	Operating Investment Activity YTD 2026	Operating Investment Activity YTD 2025	Operating Investment Activity YTD 2024
Balance	\$ 7,307,354	\$ 6,218,478	\$ 5,340,080
Plus: interest	\$ 71,096	\$ 71,847	\$ 60,326
Plus: Transfers In	\$ 2,000,000	\$ 1,500,000	\$ 2,350,000
Less: Transfers Out	\$ 1,000,000	\$ 750,000	\$ 1,000,000
	\$ 10,378,449	\$ 8,540,325	\$ 8,750,406

	Difference in 2025-2024	Difference in 2024-2023
	\$ 470,386	\$ 1,014,587

Percent of 2026 Assessment received to date: ~ 50%

Uncommon cash transactions in December to date:

Grant payments and proceeds. Funds received for work on the CLC Move Trail

Uncommon large payments:

\$ 1,040,361 ISC Grant purchases

Uncommon large receipts	\$ -	
Auction proceeds received in December	\$ 22,570	
Income from outside job	\$ 440,882	CLC Move Trail
Grant proceeds	\$ 1,757,349	ISC Grant

Interest rate on investments for December 2025: 3.78%

PROFESSIONAL SERVICES CONTRACT

ELEPHANT BUTTE IRRIGATION DISTRICT

THIS AGREEMENT is made and entered into by and between the Elephant Butte Irrigation District, hereinafter referred to as the "District" and Martin & Lutz P.C. hereinafter referred to as the "Contractor" and is effective as of the date set forth below upon which it is executed by the Board of Directors for the District.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment I** and incorporated herein by reference.

2. Compensation.

A. The District shall pay the Contractor in full payment for services satisfactorily performed at the following rates as specified in the table below, to be invoiced after performance of the services.

Contractor Personnel	Rates
William Lutz, Attorney	\$175 per hour
David Lutz, Attorney	\$175 per hour

The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the District to the Contractor.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph I, Scope of Work. All invoices MUST BE received by the District no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement of accounting for all services performed on a monthly basis, specified on a minimum of a quarter hour basis, and expenses incurred. If the District finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the District that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the District shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This Agreement is for one (1) year from the date of approval by the Elephant Butte Irrigation District Board of Directors. This Contract may renew on an annual basis, for up to three (2) additional one (1) year terms unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations).

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the District's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the District is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the District or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DISTRICT'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the District or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the District; 2) comply with all directives issued by the District in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the District shall direct for the protection, preservation, retention or transfer of all property titled to the District and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the District upon termination and shall be submitted to the District as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of Directors for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of Directors, this Agreement shall terminate immediately upon written notice being given by the District to the Contractor. The District's decision as to whether sufficient

appropriations are available shall be accepted by the Contractor and shall be final. If the District proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the District and are not employees of the Elephant Butte Irrigation District. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of District vehicles, or any other benefits afforded to employees of the District as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the District unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the District.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the District. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the District. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the District, its officers, and employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

10. Confidentiality and Non-Competition.

Any confidential or privileged information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the District.

This confidentiality provision shall not expire notwithstanding the date Contractor completes his services hereunder, or other termination of this Agreement. Contractor agrees to contractually bind any agents or employees with this provision.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the exclusive property of the District and shall be delivered to the District no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

Upon termination of this Agreement, or completion of the work required under this Agreement, whichever occurs first, the Contractor will return to the District all documents, records, data, licensed software, and information of any kind whether written, computer or other forms, which was acquired, compiled or produced by the Contractor and/or the District during the course of this Agreement. The Contractor may retain information regarding billing and compensation but shall not retain any substantive written or computerized information acquired or compiled during the course of this Agreement.

12. Conflict of Interest: Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any District employee while such employee was or is employed by the District and participating directly or indirectly in the District's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the District; (ii) the Contractor is not a member of the family of a public officer or employee of the District; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the District, a member of the family of a public officer or employee of the District, or a business in which a public officer or employee of the District or the family of a public officer or employee of the District has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the District within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the District whose official act, while in District employment, directly resulted in the District's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the District.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the District relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the District if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the District and notwithstanding anything in the Agreement to the contrary, the District may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and District laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements

during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Third Judicial District Court in Dona Ana District. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the District.

19. Insurance.

The Contractor is an independent contractor with the District and understands and agrees that he will not be covered under any worker's compensation insurance policy of the District. The Contractor further understands and agrees that no benefit to Contractor is provided by insurance policies or coverages maintained by the District regarding its employees, property and operations. Contractor may maintain his/her/its own insurance for professional negligence, ordinary negligence (including automobile liability), workers' compensation or other risks and liabilities that the Contractor deems appropriate. Contractor hereby waives all rights to subrogation, contribution and indemnity by, to or against the District, its officers, agents and employees and any members of its governing bodies, boards and committees.

20. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the District, the Department of Finance and Administration and the State Auditor. The District shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the District to recover excessive or illegal payments.

21. Disclaimer and Hold Harmless.

The District shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the District harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by the District in connection with the performance by Contractor of Contractor's duties according to this Agreement.

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the District from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the District by certified mail.

23. Invalid Term or Condition.

If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain valid and enforceable.

24. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. Authority

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the District are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the District. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the District shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival.

The agreement paragraphs titled "Confidentiality & Non-Competition", "Copyright", "Disclaimer & Hold Harmless", "Indemnification", and "Patent, Copyright, Trademark and Trade Secret Indemnification" shall survive the expiration of this agreement. Software licenses, leases, and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this Agreement.

28. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the Third Judicial District Court and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the District until it is executed by the Board of Directors after voting on the contract at a public meeting. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, consultants, and agents in connection with any steps required to be taken under this Agreement.

34. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the District against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the District based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the District for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the District shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- m. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide the District the right to continue using the product or service;
 - ii. replace or modify the product or service so that it becomes non-infringing;
- or

iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the District to the extent such modification is the cause of the claim.

35. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the District: Elephant Butte Irrigation District
c/o Joshua Smith, Treasurer/Manager
530 S. Melendres St.
Las Cruces, NM 88005

To the Contractor: c/o David Lutz
2110 North Main Street
Las Cruces, NM 88005

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signatures by the Board of Directors for the Elephant Butte Irrigation District.

By: _____ Date: _____
Contractor
Printed Name: David Lutz, Partner, Martin & Lutz, P.C.

By: _____ Date: _____
District President
Printed Name:

By: _____ Date: _____
District Secretary
Printed Name:

Attachment 1

Scope of Work

- Shall demonstrate special expertise in the laws applicable to EBID, State and Federal Statutes as well as procurement law.
- Shall be responsible for monitoring and commenting on rule-making and other legislative actions that may affect the district.
- Shall advise the Board and Treasurer-Manager regarding the adoption of regulations and/or policies of the district.
- Shall be responsible for reviewing contracts, proposals, and procurement related documents. Shall coordinate with procurement managers and the chief procurement officer.
- Shall provide legal assistance in drafting responses, providing advice and direction to the Board and staff for all issues related to general legal services which includes but is not limited to: procurement law, board policies, 3rd party contracts, Robert's Rules of Order, intergovernmental affairs, legislative lobbying, planning and zoning, blanket agreements, and other various legal tasks as directed by the Board of Directors or the Treasurer/Manager.
- Shall be responsible for providing written legal opinions upon request which may include assistance with EBID's water legal counsel.



HUMAN RESOURCES & SAFETY DEPARTMENT

STAFF REPORT

FOR THE JANUARY BOARD MEETING

HUMAN RESOURCES

EMPLOYEES

- ⇒ **Current Total Employee Count = 81**
- ⇒ **Current/Upcoming Job Openings**
 - *Ditchrider—North (1)*
 - *Diesel/Heavy Equipment Mechanic (1)*
- ⇒ **Pending Job Openings**
 - *Ditchrider—South (1)*
 - *Other positions TBD over the next few months.*
- ⇒ **Hired—Job Offers**
 - *None*
- ⇒ **Testing/Interviewing**
 - *Diesel/Heavy Equipment Mechanic 1/8/2026*

EMPLOYMENT INFORMATION

- ⇒ **YEARS OF SERVICE**

> 30 YEARS	6 Employees
21 – 30 YEARS	10 Employees
10 – 20 YEARS	14 Employees
< 10 YEARS	51 Employees

Board Recognition for Employees – JANUARY

- *None*

Years of Service Recognition – JANUARY

Maintenance—Central

Leo Barrett	38 years 01/25
Mauricio Espino	2 years 01/08

Maintenance—Mechanic

Marcos Martinez	2 years 01/23
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Maintenance—South

Richard Rodriguez	2 years 01/02
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Irrigation Systems—Central

Tomas Aragon	2 years 01/08
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SCADA Systems

Derrick Crawford	2 years 01/31
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SAFETY

UPCOMING TRAINING

- ⇒ Monthly tailgate safety trainings with employees
- ⇒ Defensive Driving Training for Employees
 - January 13, 2025
 - February 10, 2025
- ⇒ Joah is finalizing security equipment for Las Cruces, Hatch and Chamberino yards with ISC Grant

OTHER

- ⇒ **FMLA/Disability/Leave of Absence**
 - 2 Employees – FMLA Intermittent
- ⇒ **Upcoming FMLA**
 - 2 Employees—Family FMLA (Jan & Mar)
- ⇒ **Worker's Compensation**
 - None
- ⇒ **Upcoming Events**

<i>Last Day for Constituent Tax Payments before interest accrues</i>	01/31
<i>2026 Winter Olympics</i>	02/06-22
<i>President's Day (office closed)</i>	02/16

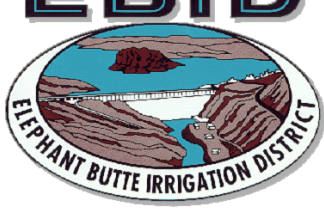


Wishing for a Winter Wonderland

UPCOMING RETIREMENTS *Congratulations!*

None

	EBID Job #	Lic. Renew Y/N	ROU LICENSEE	ROU Land Fee (10 yr term)	ROU Land Fee Requested to be Waived? Y/N	Staff Recommend Approval? Y/N
EBID ROU LICENSE LIST - JANUARY 14th, 2026 BOARD MEETING						
1	2025-282	Y 2016-008 2016-L-005	2025-L-171 ALFREDO AND ROSA LYDIA HOLGUIN TO CONSTRUCT, OPERATE AND MAINTAIN AN EXISTING HARVEST GATE ON THE RIGHT BANK OF THE EAST MAIN CANAL AT APPROXIMATE STATION 600+00	\$3,800.00	Y	Y
2	2025-283	Y 2016-008 2016-L-005	2025-L-172 ALFREDO AND ROSA LYDIA HOLGUIN TO CONSTRUCT, OPERATE AND MAINTAIN AN EXISTING HARVEST GATE ON THE RIGHT BANK OF THE EAST MAIN CANAL AT APPROXIMATE STATION 627+00	\$3,800.00	Y	Y
3	2025-287	N	2025-L-173 SEGRA NETWORKS TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING ABOVE THE PARK DRAIN CULVERT PIPE AT APPROXIMATE STATION 391+40	\$4,180.00	N	Y
4	2025-288	N	2025-L-174 VILLAGE OF HATCH TO CONSTRUCT, OPERATE AND MAINTAIN A BURIED 2" SERVICE LINE AND AN EXISTING BURIED 4" PVC WATER LINE CROSSING ABOVE A CULVERT AT THE ANGOSTURA LATERAL AT APPROXIMATE STATION 68+78	\$3,420.00	N	Y
5	2025-289	N	2025-L-175 EL PASO ELECTRIC COMPANY TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL ELECTRICAL LINE CROSSING THE MESILLA DRAIN AT APPROXIMATE STATION 237+14	\$4,180.00	N	Y
6	2025-293	Y 1998-177 1998-L-040	2025-L-176 LOWER RIO GRANDE PUBLIC WATER WORKS ASSOC. TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 686+93	\$3,800.00	N	Y
7	2025-294	Y 1998-177 1998-L-040	2025-L-177 LOWER RIO GRANDE PUBLIC WATER WORKS ASSOC. TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE EASTSIDE MAIN CANAL AT APPROXIMATE STATION 300+12	\$3,800.00	N	Y
8	2025-295	Y 1998-177 1998-L-040	2025-L-178 LOWER RIO GRANDE PUBLIC WATER WORKS ASSOC. TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE APACHE LATERAL AT APPROXIMATE STATION 136+34	\$3,420.00	N	Y
9	2025-296	N	2025-L-179 VEXUS FIBER TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 390+75	\$3,420.00	N	Y
10	2025-297	N	2025-L-180 VEXUS FIBER TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 379+88	\$3,420.00	N	Y
11	2026-001	N	2026-L-001 COLQUITT PECAN FARMS TO CONSTRUCT, OPERATE, AND MAINTAIN A NEW VEHICLE CULVERT CROSSING THE EAST DRAIN AT APPROXIMATE STATION 153+00	\$3,800.00	Y	Y
			TOTAL CHARGED \$ (NO LAND FEE WAIVER)	\$29,640.00	N	Y
			TOTAL WAIVED \$ (REQUESTING LAND FEE WAIVER)	\$11,400.00	Y	Y
			TOTAL \$	\$41,040.00		Y



Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2025-282

License Number: 2025-L-171

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term

From: JANUARY 14, 2026

To: JANUARY 14, 2036

Month Day Year

Licensee (Name and address)

ALFREDO C. AND ROSA L. HOLGUIN

630 HOLGUIN RD.

VADO, NM 88072

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE AND MAINTAIN A HARVEST GATE ON THE RIGHT BANK OF THE EASTSIDE CANAL AT APPROXIMATE STATION 600+00 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE NW $\frac{1}{4}$ OF NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 20 TOWNSHIP 25 SOUTH, RANGE 3 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- X-REF: 2016-L-005, 2016-008
- HARVEST GATES MUST BE CONSTRUCTED, OPERATED AND MAINTAINED AS REQUIRED BY POLICY 1988-ENG
- EBID RESERVES THE RIGHT TO REQUIRE GATES TO BE LEFT OPEN OR CLOSED AT ANY TIME
- EBID LOCK MUST BE INCORPORATED TO PROVIDE AUTHORIZED EBID ACCESS

The Licensee has read and reviewed the language contained on the reverse side of the license application, and hereby accepts this License subject to the terms and conditions expressed or implied herein. The Licensee also understands the rules and regulations of the Elephant Butte Irrigation District and agrees to abide by same during the term of this License.

Sign name(s) as written in License. For partnerships, a general partner's signature is required. For corporations, an officer or other individual with proper authority evidenced by a corporate resolution granting such authority is required to sign. For a limited liability company, a member, manager, officer or other individual with proper authority evidenced by a company resolution granting such authority is required to sign. Any deviation from the required signatories must be approved by EBID.

ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: JANUARY 14, 2026

SIGNATURE/DATE: _____

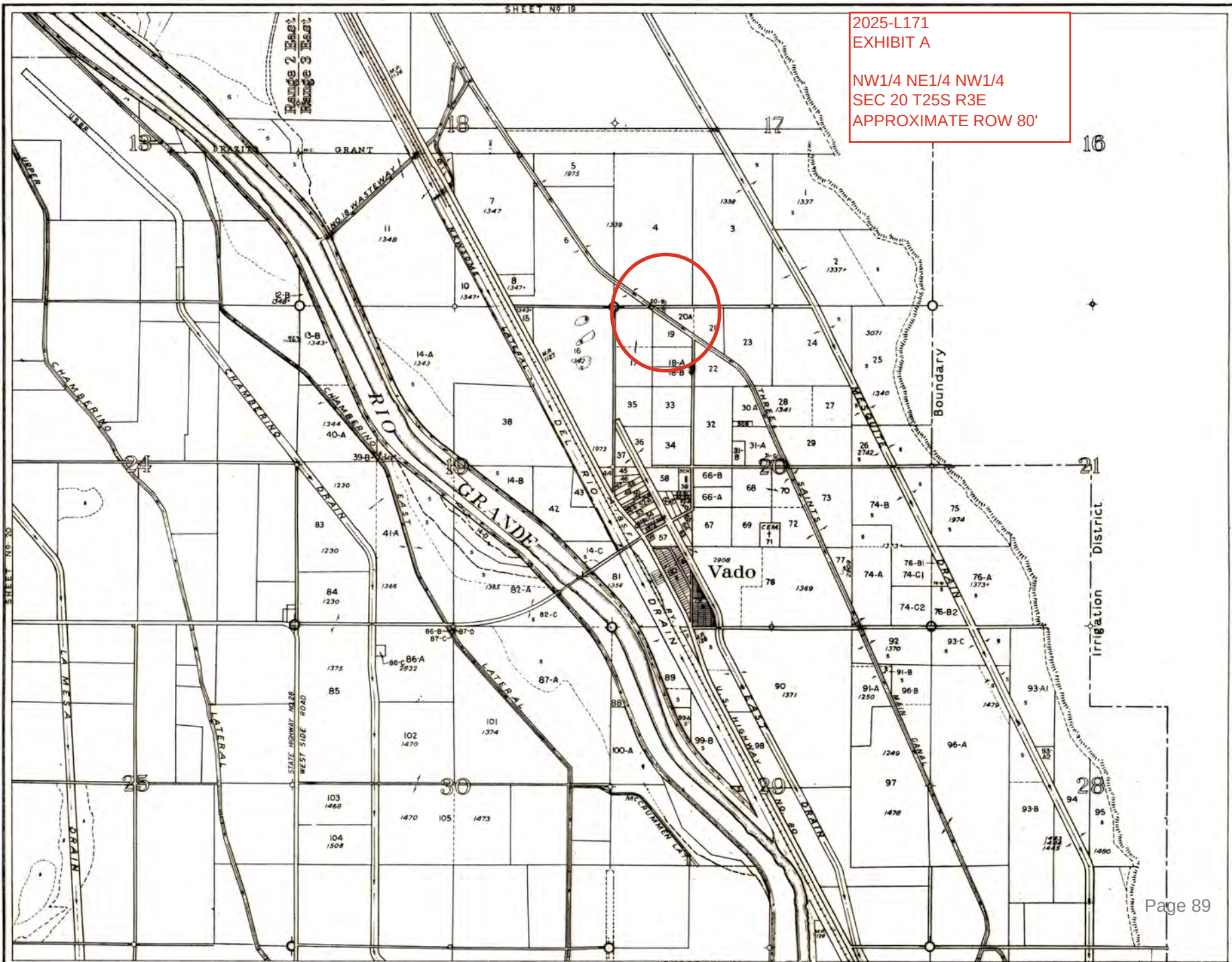
Page 88

Approved by EBID Board of Directors

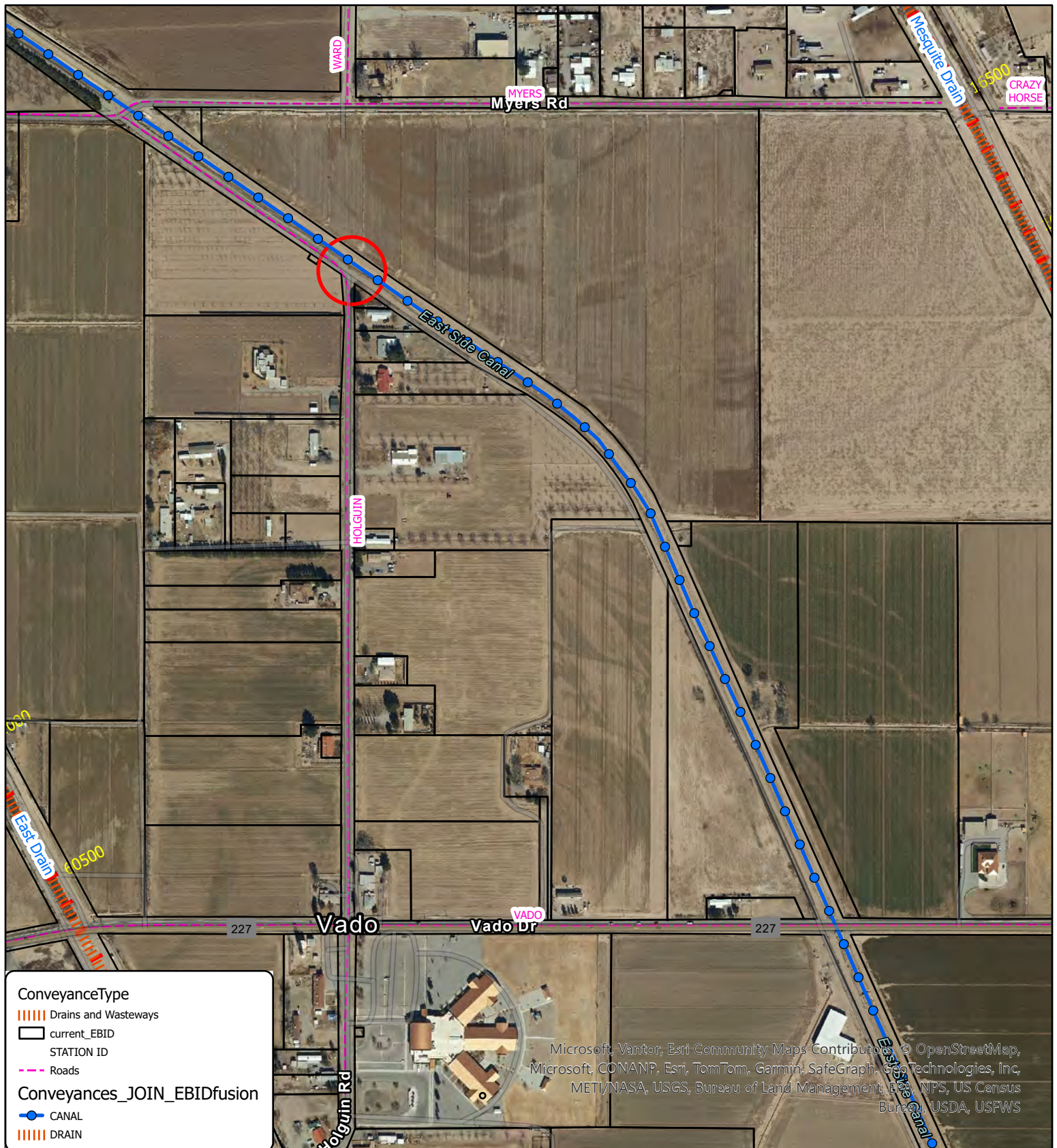
Approved by EBID Engineer

2025-L171
EXHIBIT A

NW1/4 NE1/4 NW1/4
SEC 20 T25S R3E
APPROXIMATE ROW 80'



EXPLANATION Canals Levees Roads Suspended Areas Various Classifications	EXPLANATION Drains Community and Private Ditches Limits of Irrigable Area High Land Valley Land	AUTHORITIES Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from the best information available (Private Survey and Deed Notes, etc.) but with no assurance that they are either authentic or valid.	SCALE 0 500 1000 1500 2000 T. 25 S. R. 28 E DATE 1934 REVISED 1957	PROPERTY NUMBERS Project Serial No. of a Property is the Sheet No. followed by Tract No. Thus, 2197, 21 being the No. of this sheet, 97 being the Tract No. on this sheet, Dona Ana Co. Plat No. 1478	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT	MESILLA VALLEY SHEET NO. 21 VADO
---	---	--	--	---	--	---

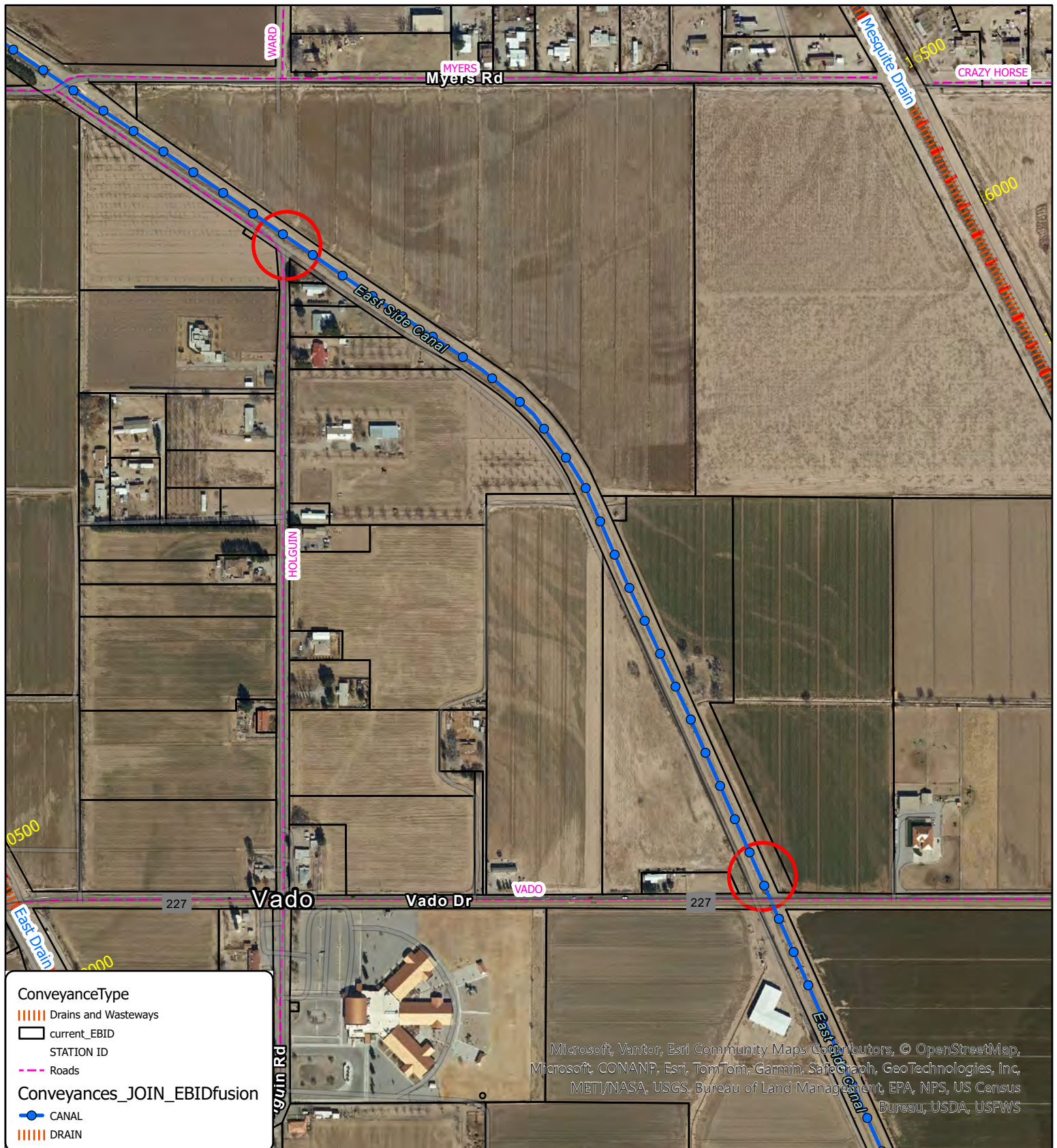


2025-L-171
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN A HARVEST GATE ON THE RIGHT BANK OF THE EASTSIDE CANAL AT APPROX. STATIONS 600+00, APPROX. EBID ROW 80'

0 100200 400 600 US Feet

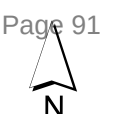




2025-L-171 & 2025-L-172 EXHIBIT B2

TO CONSTRUCT, OPERATE, AND MAINTAIN TWO HARVEST GATES ON THE RIGHT BANK OF THE EASTSIDE CANAL AT APPROX. STATIONS 600+00 & 627+00, APPROX. EBID ROW 80'

0 100 200 400 600 US Feet



1988-ENG6

POLICY SUBJECT: INSTALLATION OF GATE(S) ON THE RIGHT OF WAY OF IRRIGATION AND DRAINAGE FACILITIES WITHIN THE ELEPHANT BUTTE IRRIGATION DISTRICT.

DATE APPROVED: MARCH 2, 1988

PURPOSE:

To provide an acceptable gate(s) on canal, laterals, and drains to protect the safety and welfare of the farming community and the facilities of Elephant Butte Irrigation District.

POLICY SEC I **INSTALLATION**

- A. Final gate location shall be selected by the District.
- B. All lockable gates will be locked with lock provided by the District.
- C. Gate may be subject to opening or closing by District employees at any time.
- D. District will not be held liable for damage to private property associated with the use of gate.
- E. Permit for installation of approved gate shall be issued for a period not to exceed ten (10) years. Permit subject to renewal.

POLICY SEC II **DESIGN STANDARDS**

- A. Requester shall submit design and location map to the District Engineers and shall meet the minimum requirement as per Standard Drawing (SD-87-4).
- B. Shall have a minimum 12.0' gate opening for gates placed on canals and laterals and a 24.0' gate opening for gates placed on drains.
- C. Cable or barbed wire gates shall be prohibited.
- D. Any substitute shall require prior approval by the District.

POLICY SEC III **REPAIR/REPLACEMENT**

Existing gates that have been determined to be unsatisfactory or hamper the operation of the District, shall be replaced with a suitable gate as established by this policy.

Cost of repair or replacement shall be determined as per Section 5.

SECTION IV: REMOVAL OF GATE

- A. Gate that has been determined to be unsatisfactory or hamper the operation of the District shall be removed by District Board action if:
 - 1. Ownership cannot be established within 60 days.
 - 2. Ownership is established and corrective measures are not effective within 30 days after notification by the District.
 - 3. Existing non-compliance gates on canal, laterals, and drains have ten years to comply as outlined by this policy.

SECTION V: EXPENSES

- A. All costs for gate shall be sole responsibility of property owner(s).
- B. For multiple owners, the cost breakdown shall be equally distributed.
- C. Landowner will absorb all costs associated for licensing and permits.

SECTION VI: HARVEST GATES/LIVESTOCK GATES

- A. Shall be allowed on the Right-of-Way of irrigation and drainage facilities within the Elephant Butte Irrigation District on a seasonal basis to protect the safety and welfare of the farming community.
 - 1. INSTALLATION
 - A. Final gate location shall be selected by the District.
 - B. All lockable gates will be locked with lock provided by the District.
 - C. Gate may be subject to opening or closing by District employees at any time.
 - D. District will not be held liable for damage to private property associated with the use of gate.
 - 2. DESIGN STANDARD
 - A. Requester shall submit design and location map to the District Engineers and shall meet the minimum requirement as per Standard Drawing (SD-87-4)

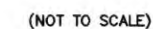
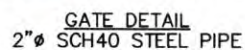
- B. "Shall have minimum 12.0' gate opening for gates placed on canals and laterals and 24.0' gate opening on gates placed on drains".

3. REPAIR AND REPLACEMENT

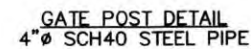
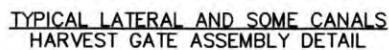
- A. Existing gates that have been determined to be unsatisfactory or hamper the operation of the District shall be replaced with a suitable gate as established by this policy.
- B. Cost in repair or replacement shall be determined as per Section 5.

4. REMOVAL OF GATE

- A. Ownership cannot be established within 60 days.
- B. Ownership cannot be established and corrective measures are not effective within thirty days after notification by the District.
- C. Gate shall be removed and/or security left open once harvest has been completed.



HINGE DETAIL
1" STEEL PLATE

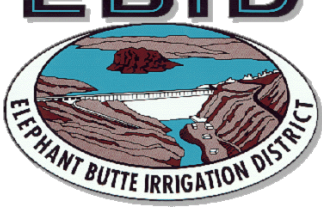


HG1

ELEPHANT BUTTE IRRIGATION DISTRICT

LEASBURG MAIN
NEW HARVEST GATES
AT RANCHO ALGODONES RD
GATE #13

DWG FILE:	HARVEST GATES FOR PERMITS.DWG		
ENG. JOB#	----	MAINT.#	----
DESIGNED:	Z. LIBBIN	TASK #	----
DRAWN:	GREG BUSTILLOS	APPROVED:	
LAYOUT:	HARVEST GATE STD 13FT		
PRINT DATE:	10/31/22		



Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2025-283

License Number: 2025-L-172

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term

From: JANUARY 14, 2026

To: JANUARY 14, 2036

Month Day Year

Licensee (Name and address)

ALFREDO C. AND ROSA L. HOLGUIN

630 HOLGUIN RD.

VADO, NM 88072

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE AND MAINTAIN A HARVEST GATE ON THE RIGHT BANK OF THE EASTSIDE CANAL AT APPROXIMATE STATION 627+00 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE NE¹/₄ OF SW¹/₄ OF THE SW¹/₄ OF SECTION 20 TOWNSHIP 25 SOUTH, RANGE 3 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- X-REF: 2016-L-005, 2016-008
- HARVEST GATES MUST BE CONSTRUCTED, OPERATED AND MAINTAINED AS REQUIRED BY POLICY 1988-ENG
- EBID RESERVES THE RIGHT TO REQUIRE GATES TO BE LEFT OPEN OR CLOSED AT ANY TIME
- EBID LOCK MUST BE INCORPORATED TO PROVIDE AUTHORIZED EBID ACCESS

The Licensee has read and reviewed the language contained on the reverse side of the license application, and hereby accepts this License subject to the terms and conditions expressed or implied herein. The Licensee also understands the rules and regulations of the Elephant Butte Irrigation District and agrees to abide by same during the term of this License.

Sign name(s) as written in License. For partnerships, a general partner's signature is required. For corporations, an officer or other individual with proper authority evidenced by a corporate resolution granting such authority is required to sign. For a limited liability company, a member, manager, officer or other individual with proper authority evidenced by a company resolution granting such authority is required to sign. Any deviation from the required signatories must be approved by EBID.

ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: JANUARY 14, 2026

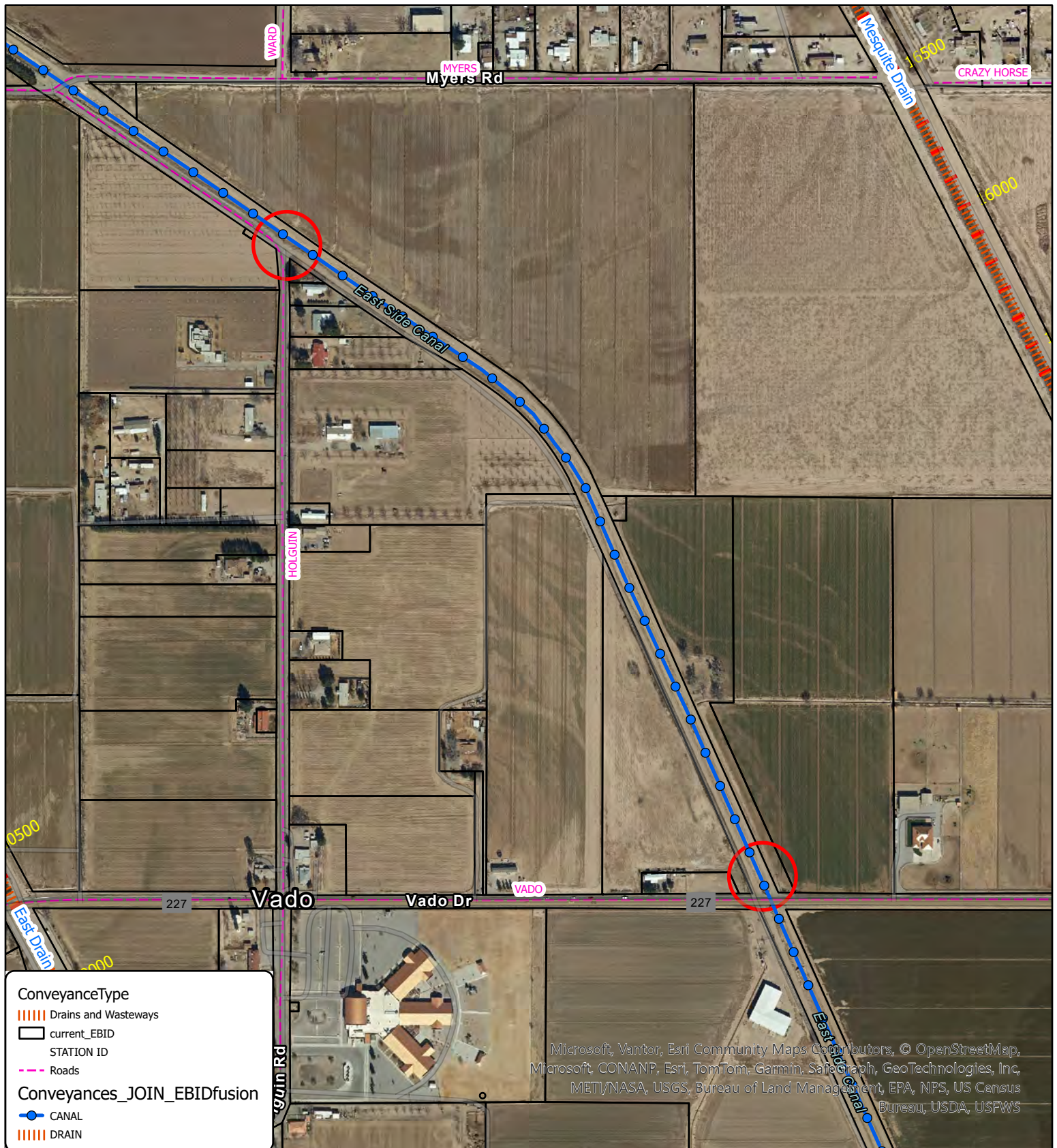
SIGNATURE/DATE: _____

Approved by EBID Board of Directors

Approved by EBID Engineer



EXPLANATION Canals Suspended Areas Various Classifications Sand High Land Valley Land Drains Private Ditches Irrigable Area	AUTHORITIES Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from the best information available (Private Surveys & Deeds Note etc.) but with no assurance that they are either authentic or valid.	SCALE T. 25 S. R. 23 E. DATE 1934 REVISED 1957	PROPERTY NUMBERS Project Serial No. of a Property is the Sheet No. followed by Tract No. thus, 2197, 21 being the No. of this sheet, 97 being the Tract No. on this sheet. <i>Donna Alza Co. Plat No. 1476</i>	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT	MESILLA VALLEY SHEET NO. 21 VADO
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2025-L-171 & 2025-L-172 EXHIBIT B2

TO CONSTRUCT, OPERATE, AND MAINTAIN TWO HARVEST GATES ON THE RIGHT BANK OF THE EASTSIDE CANAL AT APPROX. STATIONS 600+00 & 627+00, APPROX. EBID ROW 80'

0 100 200 400 600 US Feet



1988-ENG6

POLICY SUBJECT: INSTALLATION OF GATE(S) ON THE RIGHT OF WAY OF IRRIGATION AND DRAINAGE FACILITIES WITHIN THE ELEPHANT BUTTE IRRIGATION DISTRICT.

DATE APPROVED: MARCH 2, 1988

PURPOSE:

To provide an acceptable gate(s) on canal, laterals, and drains to protect the safety and welfare of the farming community and the facilities of Elephant Butte Irrigation District.

POLICY SEC I **INSTALLATION**

- A. Final gate location shall be selected by the District.
- B. All lockable gates will be locked with lock provided by the District.
- C. Gate may be subject to opening or closing by District employees at any time.
- D. District will not be held liable for damage to private property associated with the use of gate.
- E. Permit for installation of approved gate shall be issued for a period not to exceed ten (10) years. Permit subject to renewal.

POLICY SEC II **DESIGN STANDARDS**

- A. Requester shall submit design and location map to the District Engineers and shall meet the minimum requirement as per Standard Drawing (SD-87-4).
- B. Shall have a minimum 12.0' gate opening for gates placed on canals and laterals and a 24.0' gate opening for gates placed on drains.
- C. Cable or barbed wire gates shall be prohibited.
- D. Any substitute shall require prior approval by the District.

POLICY SEC III **REPAIR/REPLACEMENT**

Existing gates that have been determined to be unsatisfactory or hamper the operation of the District, shall be replaced with a suitable gate as established by this policy.

Cost of repair or replacement shall be determined as per Section 5.

SECTION IV: REMOVAL OF GATE

- A. Gate that has been determined to be unsatisfactory or hamper the operation of the District shall be removed by District Board action if:
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 - 3. Existing non-compliance gates on canal, laterals, and drains have ten years to comply as outlined by this policy.

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 - 1. INSTALLATION
 - A. Final gate location shall be selected by the District.
 - B. All lockable gates will be locked with lock provided by the District.
 - C. Gate may be subject to opening or closing by District employees at any time.
 - D. District will not be held liable for damage to private property associated with the use of gate.
 - 2. DESIGN STANDARD
 - A. Requester shall submit design and location map to the District Engineers and shall meet the minimum requirement as per Standard Drawing (SD-87-4)

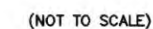
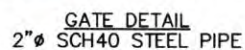
- B. "Shall have minimum 12.0' gate opening for gates placed on canals and laterals and 24.0' gate opening on gates placed on drains".

3. REPAIR AND REPLACEMENT

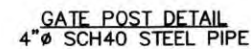
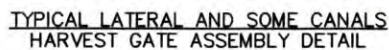
- A. Existing gates that have been determined to be unsatisfactory or hamper the operation of the District shall be replaced with a suitable gate as established by this policy.
- B. Cost in repair or replacement shall be determined as per Section 5.

4. REMOVAL OF GATE

- A. Ownership cannot be established within 60 days.
- B. Ownership cannot be established and corrective measures are not effective within thirty days after notification by the District.
- C. Gate shall be removed and/or security left open once harvest has been completed.



HINGE DETAIL
1" STEEL PLATE

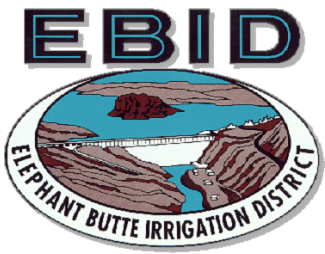


HG1

ELEPHANT BUTTE IRRIGATION DISTRICT

LEASBURG MAIN
NEW HARVEST GATES
AT RANCHO ALGODONES RD
GATE #13

DWG FILE:	HARVEST GATES FOR PERMITS.DWG		
ENG. JOB#	----	MAINT. #	----
DESIGNED:	Z. LIBBIN	TASK #	----
DRAWN:	GREG BUSTILLOS	APPROVED:	
LAYOUT:	HARVEST GATE STD 13FT		
PRINT DATE:	10/31/22		



Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2025-287

License Number: 2025-L-173

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: JANUARY 14, 2026

To: JANUARY 14, 2036

Month Day Year

Licensee (Name and address)

COBB FENDLEY ASSOCIATES / SEGRA NETWORKS

3620 ACADEMY PARKWAY NORTH NE

ALBUQUERQUE, NM 87109

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING ABOVE THE PARK DRAIN CULVERT PIPE AT APPROXIMATE STATION 391+40 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE SE¹/₄ OF NW¹/₄ OF THE SW¹/₄ OF SECTION 29, TOWNSHIP 23 SOUTH, RANGE 2 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- **BURIED CROSSINGS MUST BE ENCASED THROUGHOUT EBID RIGHT OF WAY**
- **NO CONSTRUCTION ALLOWED DURING IRRIGATION SEASON FOR BURIED CROSSINGS**
- **SEE ATTACHED EBID DRAWING "D" FOR CULVERT UTILITY CROSSING CONSTRUCTION REQUIREMENTS**

The Licensee has read and reviewed the language contained on the reverse side of the license application, and hereby accepts this License subject to the terms and conditions expressed or implied herein. The Licensee also understands the rules and regulations of the Elephant Butte Irrigation District and agrees to abide by same during the term of this License.

Sign name(s) as written in License. For partnerships, a general partner's signature is required. For corporations, an officer or other individual with proper authority evidenced by a corporate resolution granting such authority is required to sign. For a limited liability company, a member, manager, officer or other individual with proper authority evidenced by a company resolution granting such authority is required to sign. Any deviation from the required signatories must be approved by EBID.

ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MEMBER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: JANUARY 14, 2026

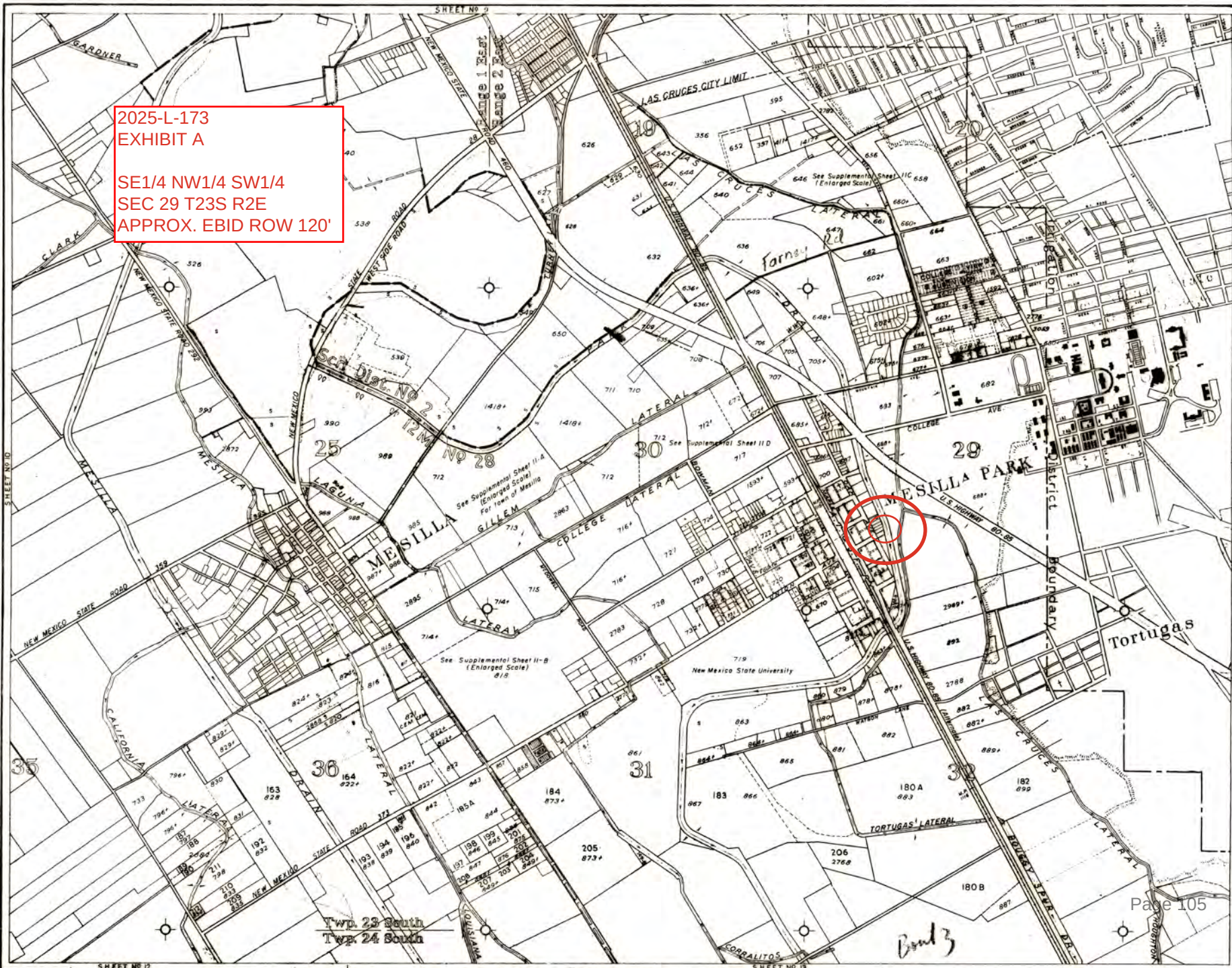
Approved by EBID Board of Directors

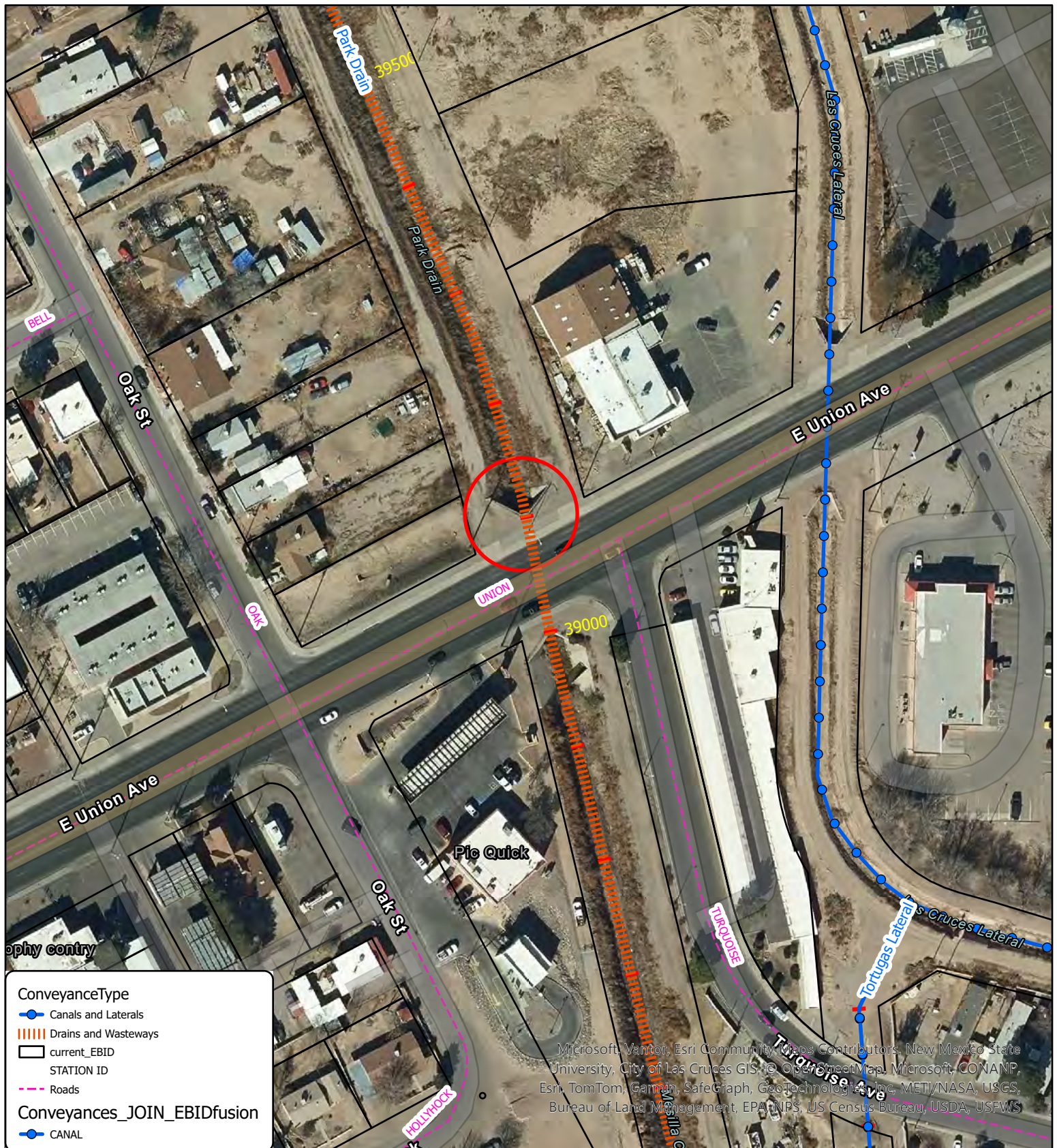
SIGNATURE/DATE: _____

Approved by EBID Engineer

2025-L-173
EXHIBIT A

SE1/4 NW1/4 SW1/4
SEC 29 T23S R2E
APPROX. EBID ROW 120'



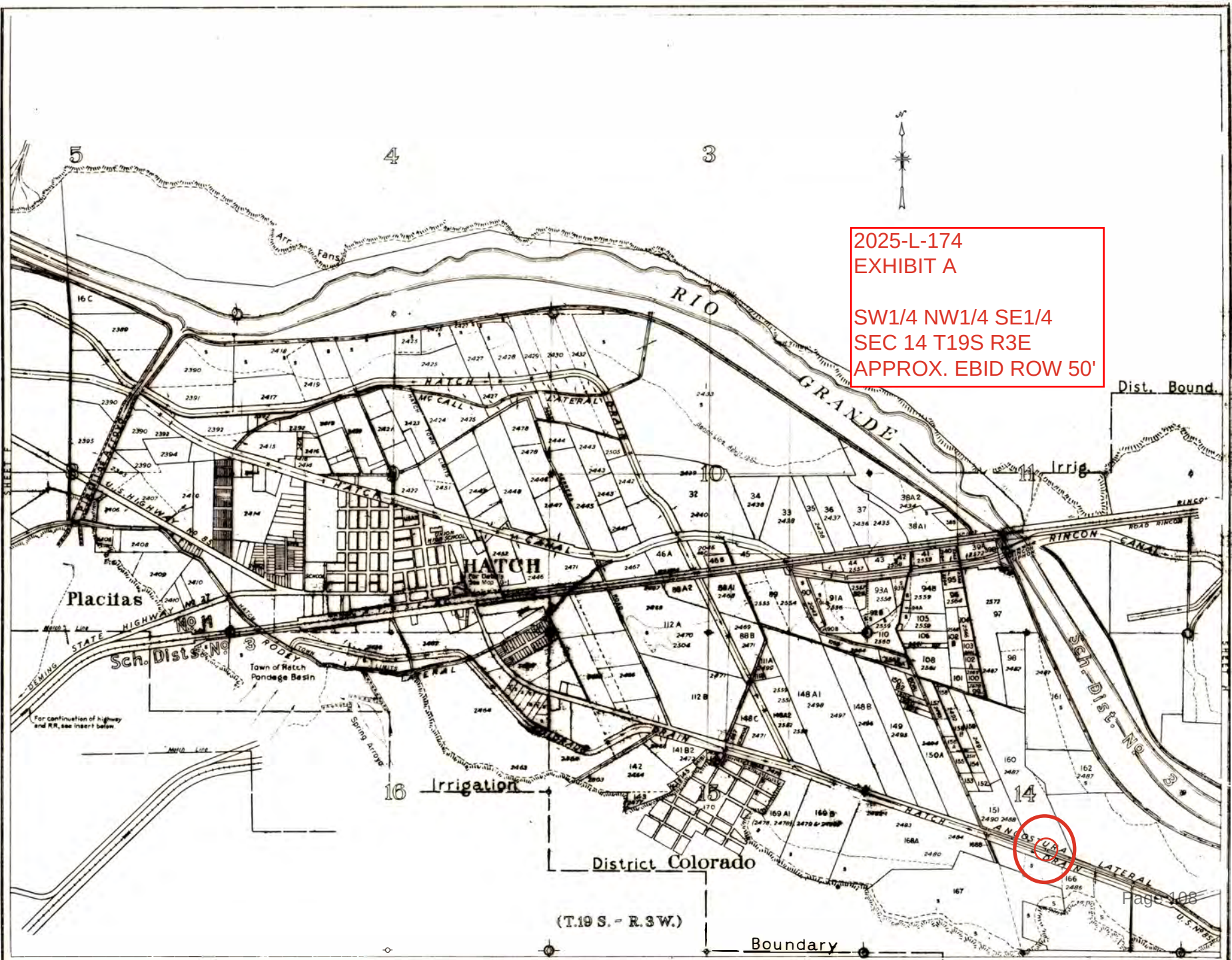


2025-L-173
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE
CROSSING ABOVE A PARK DRAIN CULVERT PIPE AT APPROXIMATE STATION
391+40, EBID ROW 120'

0 25 50 100 150 US Feet



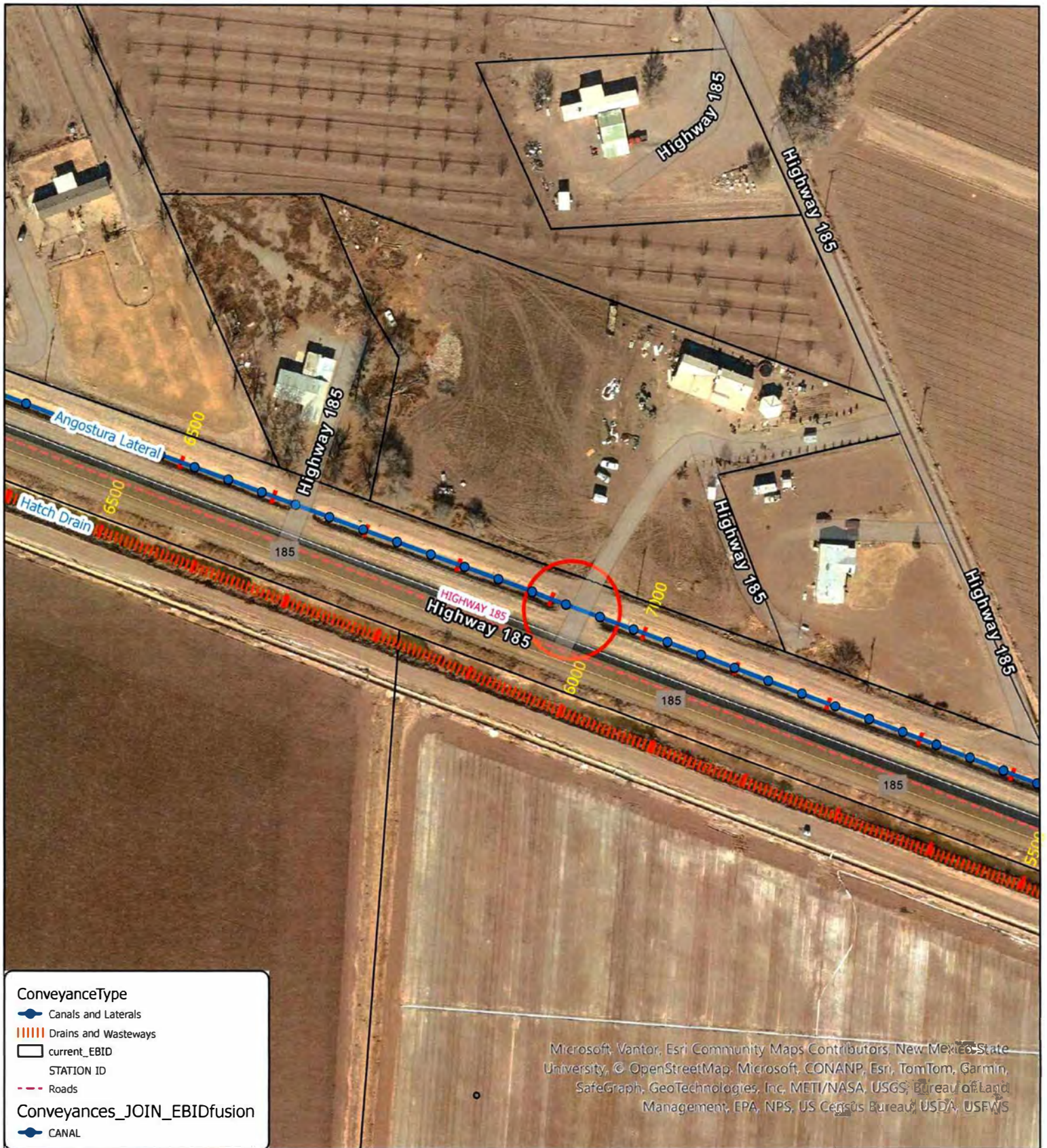


2025-L-174
EXHIBIT A
SW1/4 NW1/4 SE1/4
SEC 14 T19S R3E
APPROX. EBID ROW 50'

Dist. Bound.

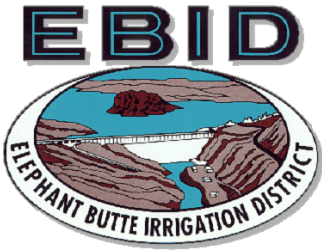
Page 108

EXPLANATION		AUTHORITIES	SCALE	PROPERTY NUMBERS	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT	RINCON VALLEY SHEET - G HATCH
Canals	Levees					
Suspended Areas	High Land	Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from the best information available (Private Surveys, Deed Notes, etc.) but with no assurance that they are either authentic or valid.	T. 19 S. R. 3 W. DATE 1944 REVISED 1959	Project Serial No. of a Property is the Sheet No. followed by Tract No. thus G.142 G being the No. of this sheet. 142 being the Tract No. on this sheet. Dona Ana Co. Plat No. 2464		



2025-L-174
EXHIBIT B

TO CONSTRUCT, OPERATE AND MAINTAIN A BURIED 2" SERVICE LINE AND AN EXISTING BURIED 4" PVC WATER LINE CROSSING ABOVE A CULVERT AT THE ANGOSTURA LATERAL AT APPROXIMATE STATION 68+78, APPROX. EBID ROW 50'



Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2025-289

License Number: 2025-L-175

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: JANUARY 14, 2026

To: JANUARY 14, 2036

Month Day Year

Licensee (Name and address)

EL PASO ELECTRIC COMPANY

P.O. BOX 982

EL PASO, TX 79960

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL ELECTRICAL LINE CROSSING THE MESILLA DRAIN AT APPROXIMATE STATION 237+14 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE NE¹/₄ OF SW¹/₄ OF THE NW¹/₄ OF SECTION 36 TOWNSHIP 23 SOUTH, RANGE 1 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- **AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE THE BANK NO LESS THAN 28 FEET**

The Licensee has read and reviewed the language contained on the reverse side of the license application, and hereby accepts this License subject to the terms and conditions expressed or implied herein. The Licensee also understands the rules and regulations of the Elephant Butte Irrigation District and agrees to abide by same during the term of this License.

Sign name(s) as written in License. For partnerships, a general partner's signature is required. For corporations, an officer or other individual with proper authority evidenced by a corporate resolution granting such authority is required to sign. For a limited liability company, a member, manager, officer or other individual with proper authority evidenced by a company resolution granting such authority is required to sign. Any deviation from the required signatories must be approved by EBID.

ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

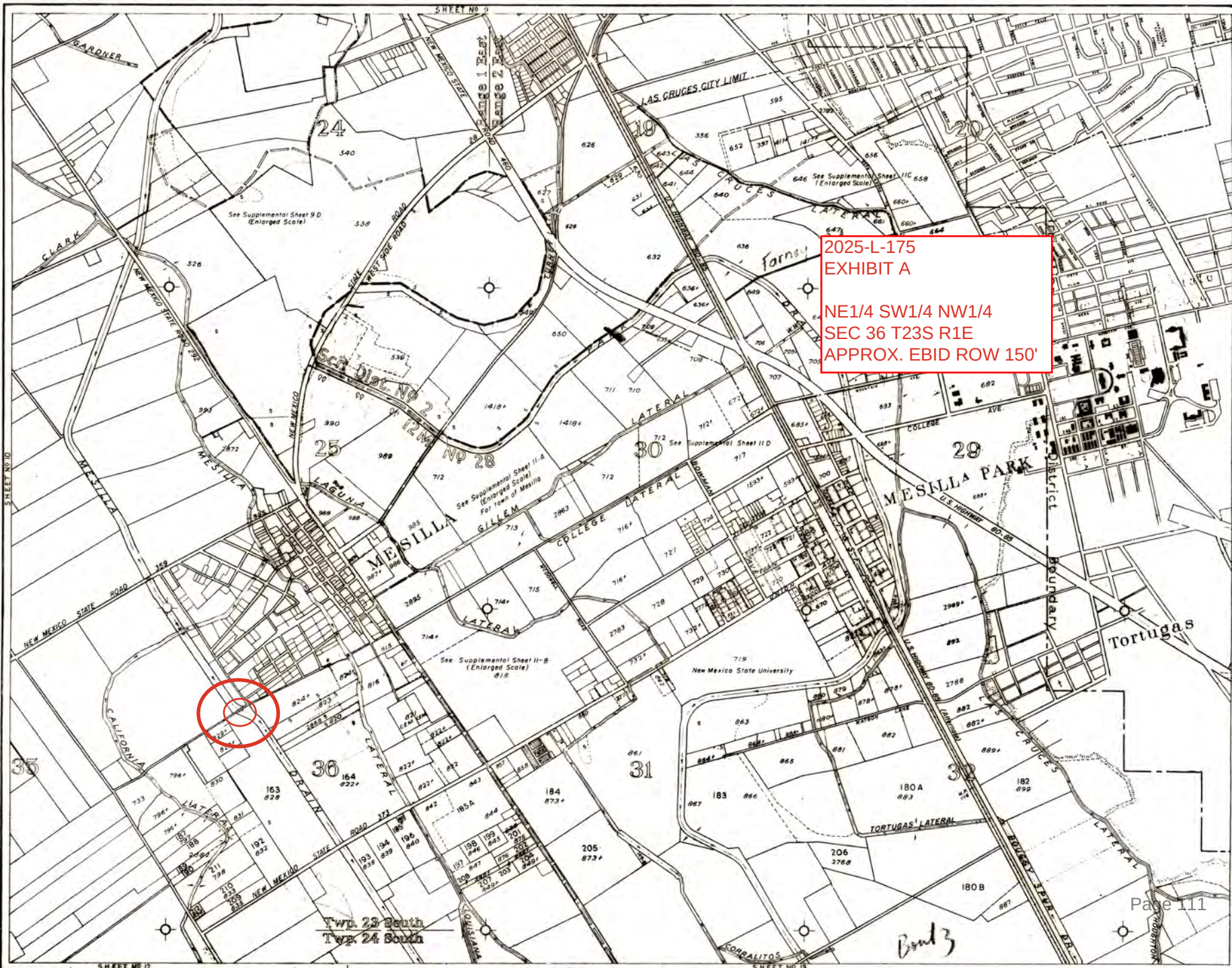
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: JANUARY 14, 2026

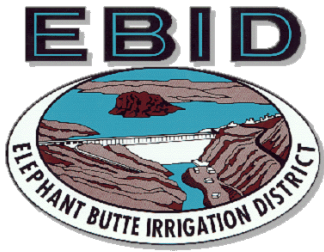
Approved by EBID Board of Directors

SIGNATURE/DATE: _____

Approved by EBID Engineer



2025-L-175
EXHIBIT A
NE1/4 SW1/4 NW1/4
SEC 36 T23S R1E
APPROX. EBID ROW 150'



Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2025-293

License Number: 2025-L-176

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term

From: JANUARY 14, 2026

To: JANUARY 14, 2036

Month Day Year

Licensee (Name and address)

LOWER RIO GRANDE PUBLIC WATER WORKS ASSOCIATION

P.O. BOX 2646

ANTHONY, NM 88021

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 686+93 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE NE¼ OF SE¼ OF THE SE¼ OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 2 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- X-REF 1998-177 / 1998-L-040

The Licensee has read and reviewed the language contained on the reverse side of the license application, and hereby accepts this License subject to the terms and conditions expressed or implied herein. The Licensee also understands the rules and regulations of the Elephant Butte Irrigation District and agrees to abide by same during the term of this License.

Sign name(s) as written in License. For partnerships, a general partner's signature is required. For corporations, an officer or other individual with proper authority evidenced by a corporate resolution granting such authority is required to sign. For a limited liability company, a member, manager, officer or other individual with proper authority evidenced by a company resolution granting such authority is required to sign. Any deviation from the required signatories must be approved by EBID.

ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

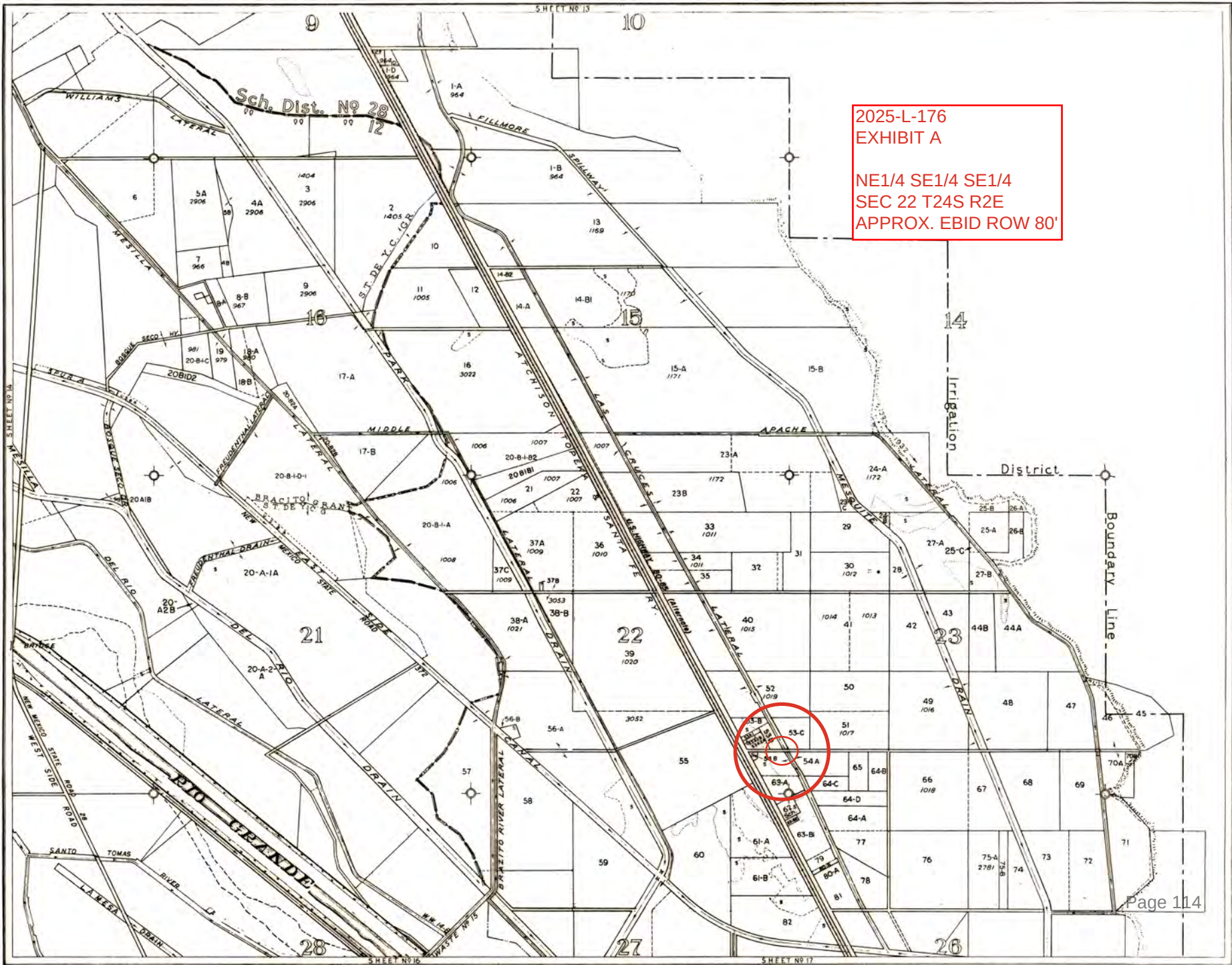
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: JANUARY 14, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer



2025-L-176
EXHIBIT A

NE1/4 SE1/4 SE1/4
SEC 22 T24S R2E
APPROX. EBID ROW 80'



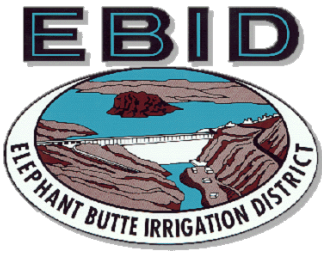
2025-L-176
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 686+93 APPROX. EBID ROW 80'

Page 115

0 50 100 200 300 US Feet





Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2025-294

License Number: 2025-L-177

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term

From: JANUARY 14, 2026

To: JANUARY 14, 2036

Month Day Year

Licensee (Name and address)

LOWER RIO GRANDE PUBLIC WATER WORKS ASSOCIATION

P.O. BOX 2646

ANTHONY, NM 88021

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE EASTSIDE MAIN CANAL AT APPROXIMATE STATION 300+12 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE SE $\frac{1}{4}$ OF SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 2 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- X-REF 1998-177 / 1998-L-040

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Sign name(s) as written in License. For partnerships, a general partner's signature is required. For corporations, an officer or other individual with proper authority evidenced by a corporate resolution granting such authority is required to sign. For a limited liability company, a member, manager, officer or other individual with proper authority evidenced by a company resolution granting such authority is required to sign. Any deviation from the required signatories must be approved by EBID.

ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

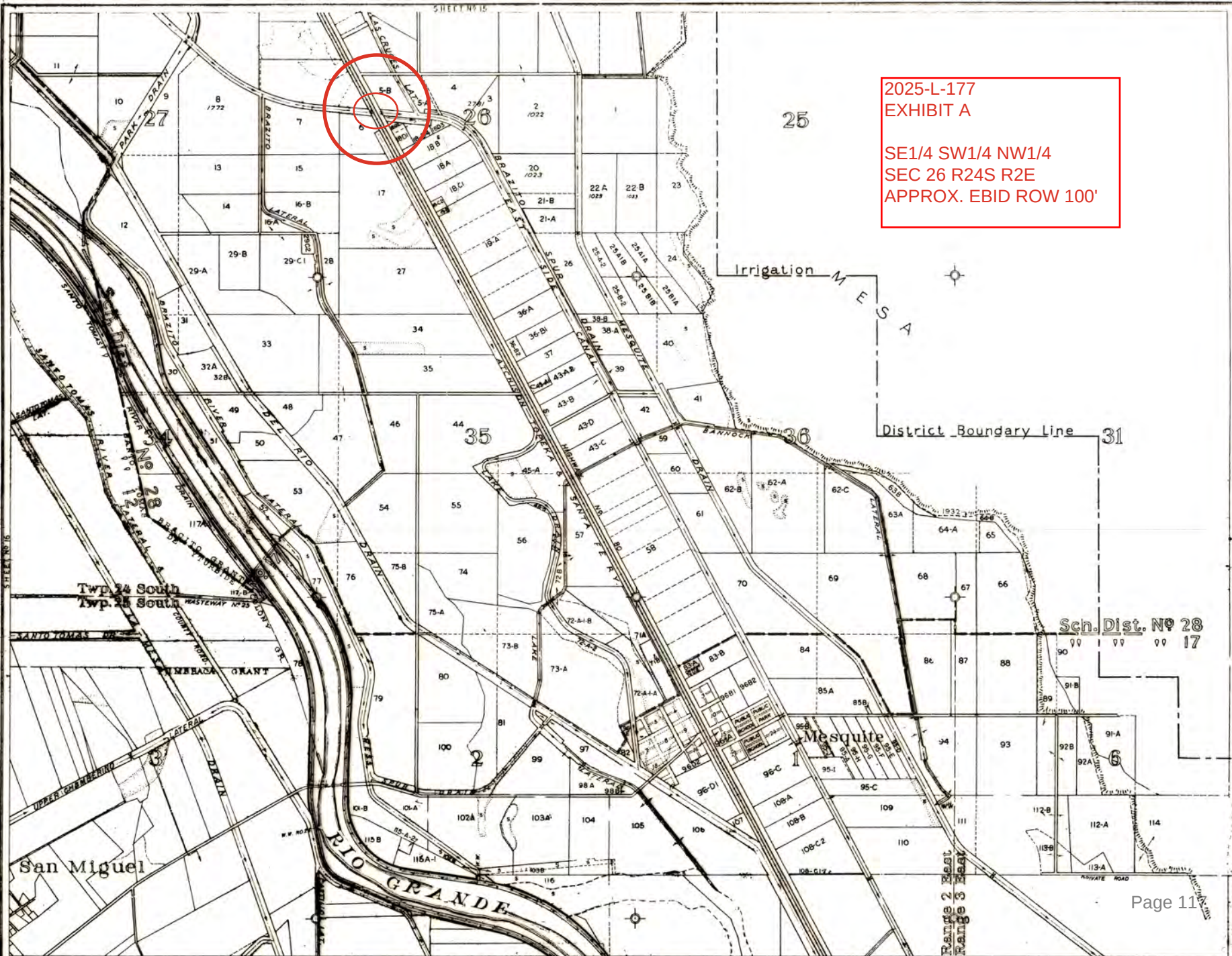
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: JANUARY 14, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer



2025-L-177
EXHIBIT A

SE1/4 SW1/4 NW1/4
SEC 26 R24S R2E
APPROX. EBID ROW 100'

EXPLANATION
Canals
Suspended Areas
Various Classifications
Levees
Roads
High Land
Limits of Valley Land
Drains
Community and Private Ditches
Irrigable Area

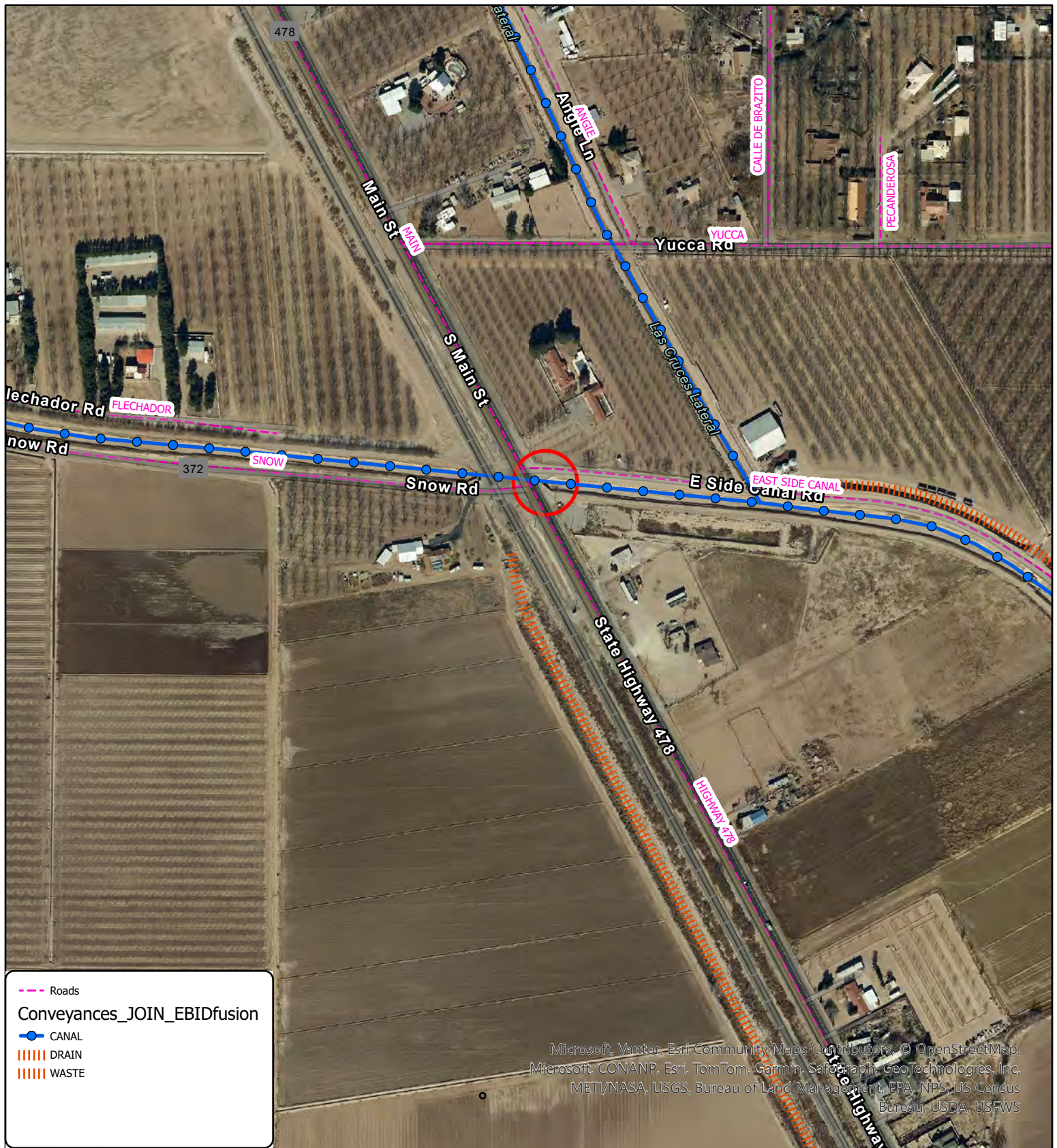
AUTHORITIES
Compiled from topographic and location surveys by the Bureau of Reclamation. Property lines are from the best information available (Private Survey, Deed Record, Etc.), but with no assurance that they are either authentic or valid.

SCALE
0 500 1000 1500 2000
T 24 & 25 S. R 24 & 25 E.
DATE 1935 REVISED 1957

PROPERTY NUMBERS
Project Serial No. of a Property is the Sheet No. followed by Tract No. Thus, 1799, 17 being the No. of this sheet, 90 being the Tract No. on this sheet, Dona Ana Co. Plat No. 1023.

BUREAU OF RECLAMATION - RIO GRANDE PROJECT
IRRIGABLE AREA AND PROPERTY MAP
ELEPHANT BUTTE IRRIGATION DISTRICT

MESILLA VALLEY:
SHEET -- 17
MESQUITE



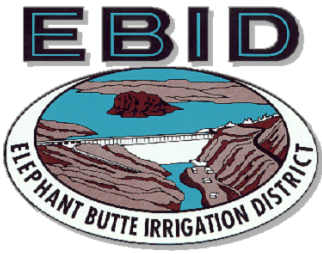
2025-L-177
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE EASTSIDE MAIN CANAL AT APPROXIMATE STATION 300+12 APPROX. EBID ROW 100'

Page 118

0 100 200 400 600 US Feet





Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2025-295

License Number: 2025-L-178

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term

From: JANUARY 14, 2026

To: JANUARY 14, 2036

Month Day Year

Licensee (Name and address)

LOWER RIO GRANDE PUBLIC WATER WORKS ASSOCIATION

P.O. BOX 2646

ANTHONY, NM 88021

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE APACHE LATERAL AT APPROXIMATE STATION 136+34 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE SE $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 2 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- X-REF 1998-177 / 1998-L-040

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Sign name(s) as written in License. For partnerships, a general partner's signature is required. For corporations, an officer or other individual with proper authority evidenced by a corporate resolution granting such authority is required to sign. For a limited liability company, a member, manager, officer or other individual with proper authority evidenced by a company resolution granting such authority is required to sign. Any deviation from the required signatories must be approved by EBID.

ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

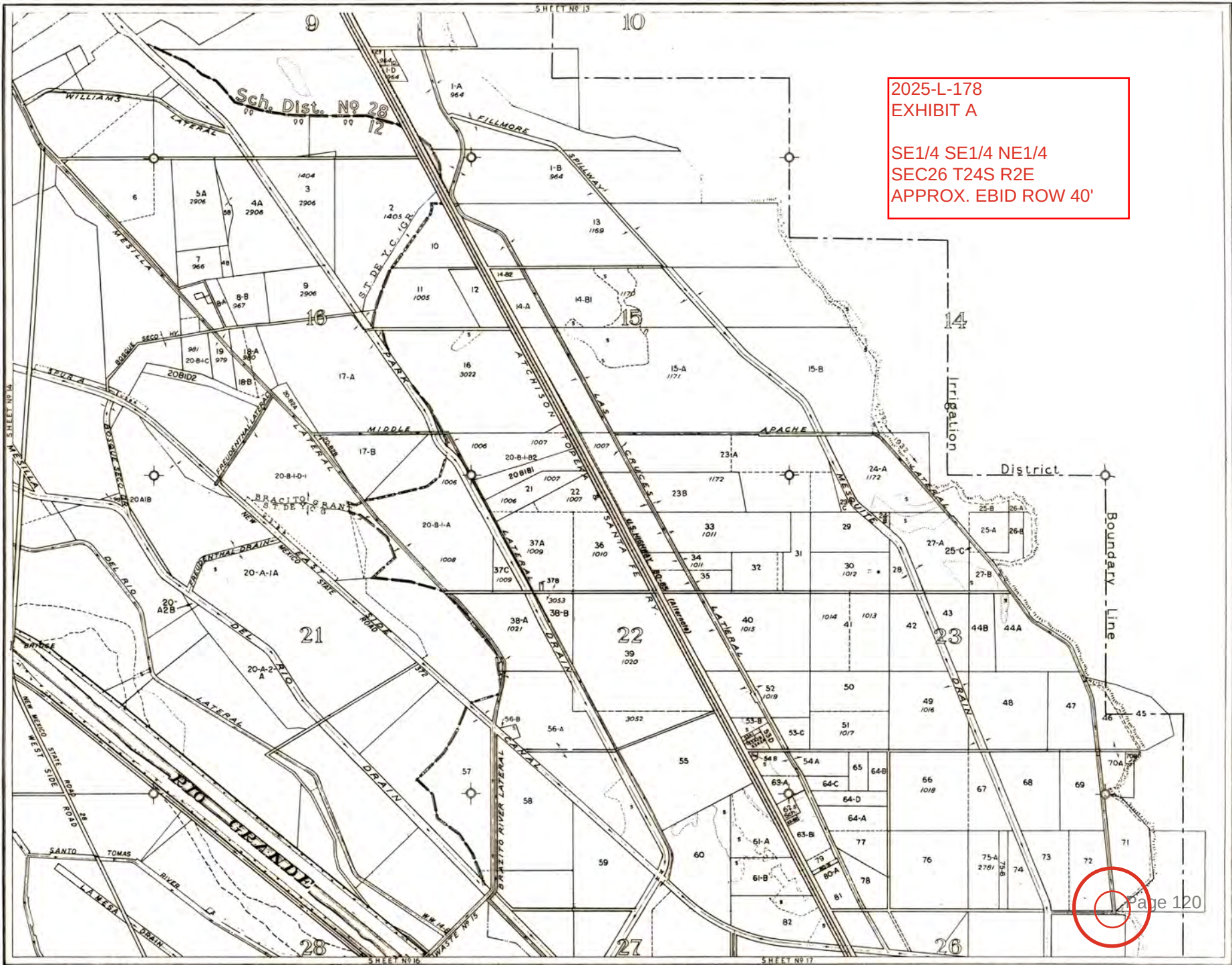
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: JANUARY 14, 2026

Approved by EBID Board of Directors

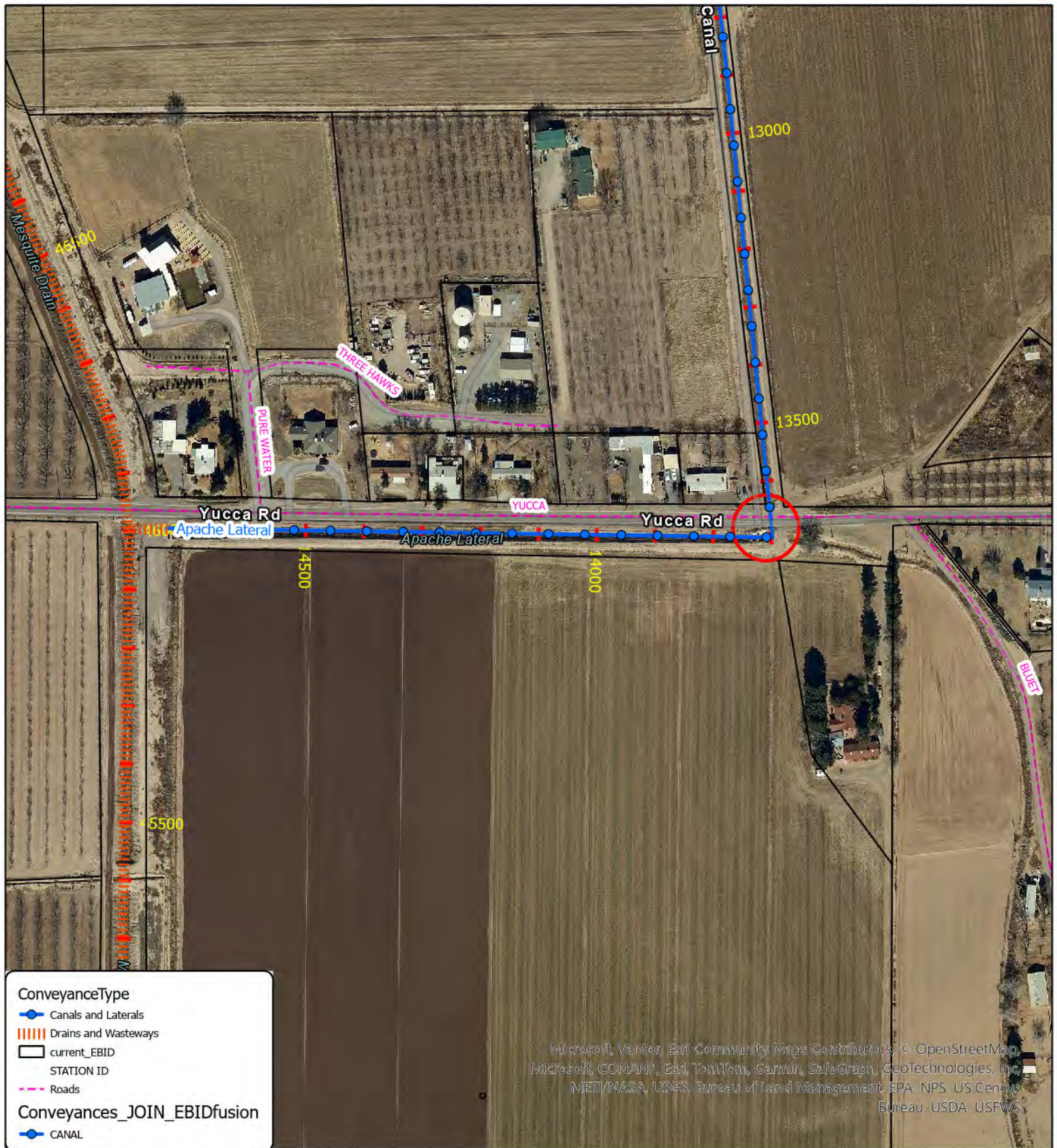
SIGNATURE/DATE:

Approved by EBID Engineer



2025-L-178
EXHIBIT A

SE1/4 SE1/4 NE1/4
SEC26 T24S R2E
APPROX. EBID ROW 40'



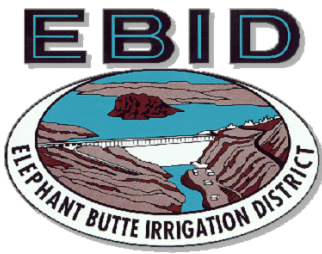
2025-L-178
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE
APACHE LATERAL AT APPROXIMATE STATION 136+34 EBID ROW 120'

Page 121

0 50 100 200 300 US Feet





Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2025-296

License Number: 2025-L-179

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: JANUARY 14, 2026

To: JANUARY 14, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 390+75 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE SW $\frac{1}{4}$ OF NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 23 SOUTH, RANGE 2 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- **AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE THE BANK NO LESS THAN 22 FEET**

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ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: JANUARY 14, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE: _____

Approved by EBID Engineer

SW1/4 NW1/4 SE1/4
SEC 32 T23S R2E
APPROX. EBID ROW 40'

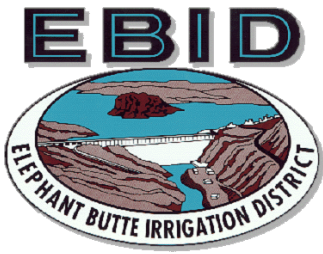


EXPLANATION	AUTHORITIES Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property Lines from the best information available (Private Survey Deeds, Notes, Etc. but without assurance that they are always accurate or valid).	SCALE T.35S. R.18E DATE 1959 REVISED	PROPERTY NUMBERS Project Section and a Property in the Sheet No. followed by Tract No. thus, I,172,11 being the 11th sheet. 72 being the Tract No. on this sheet. Dona Ana Co. Plat No. 712	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT,	MESILLA VALLEY SHEET — 11 MESILLA PARK
---------------------------	--	--	--	---	--



2025-L-179
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE
CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 390+75,
APPROX. EBID ROW 40'



Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2025-297

License Number: 2025-L-180

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: JANUARY 14, 2026

To: JANUARY 14, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 379+88 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE NW $\frac{1}{4}$ OF NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 23 SOUTH, RANGE 2 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- **AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE THE BANK NO LESS THAN 22 FEET**

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ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

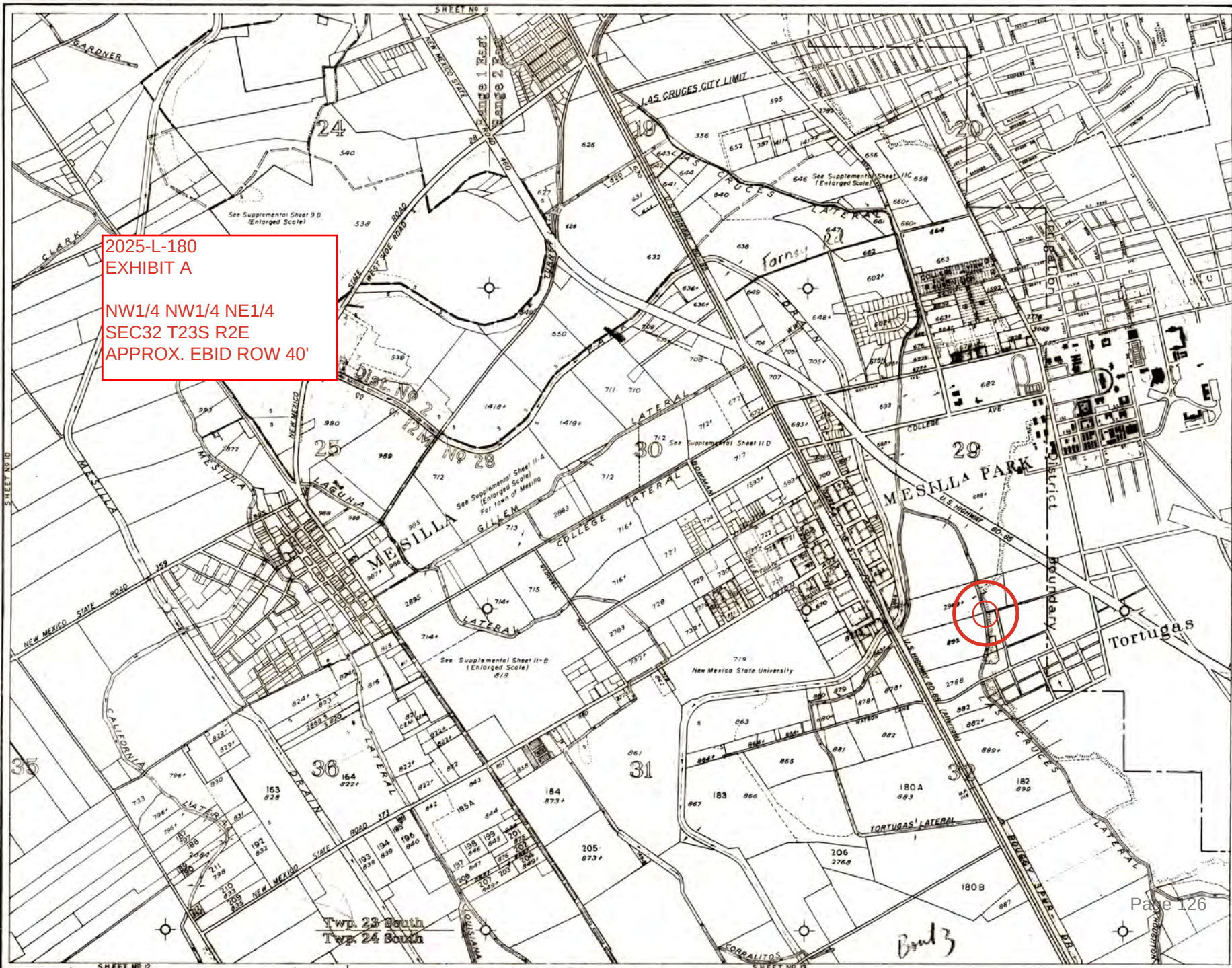
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: JANUARY 14, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE: _____

Approved by EBID Engineer



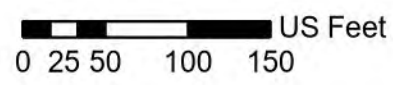
2025-L-180
EXHIBIT A

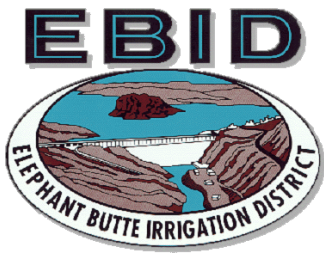
NW1/4 NW1/4 NE1/4
SEC32 T23S R2E
APPROX. EBID ROW 40'



2025-L-180
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE
CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 379+88,
APPROX. EBID ROW 40'





Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2026-001

License Number: 2026-L-001

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: JANUARY 14, 2026

To: JANUARY 14, 2036

Month Day Year

Licensee (Name and address)

COLQUITT PECAN FARMS

575 NM-478

ANTHONY, NM 88021

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN A NEW VEHICLE CULVERT CROSSING THE EAST DRAIN AT APPROXIMATE STATION 153+00 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE SE $\frac{1}{4}$ OF NW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 3 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- **NO CONSTRUCTION ALLOWED DURING IRRIGATION SEASON**

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ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE _____

TITLE TREASURER-MANAGER _____

ATTEST _____

DATE _____

SIGNATURE _____

TITLE _____

ATTEST _____

DATE _____

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: JANUARY 14, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE: _____

Approved by EBID Engineer

From: Colquitt Pecan Farms <accounting@pecans.farm>
Sent: Friday, January 2, 2026 4:25 PM
To: Alex Rubio <arubio@ebid-nm.org>
Cc: Prescott Colquitt <pkc@pecans.farm>
Subject: Request for Guidance on Creating a New Crossing

CAUTION: This is an external email. Please take care when clicking links or opening attachments.

Dear Alex,

Due to the recent decision by BNSF to close the railroad crossing at Entrance A to Colquitt Pecan Farms, PK is left with no other option but to create a new entrance to his farm. In light of this change, he would like to propose constructing a new crossing over the East Drain to provide a safer and more accessible pathway on his property.

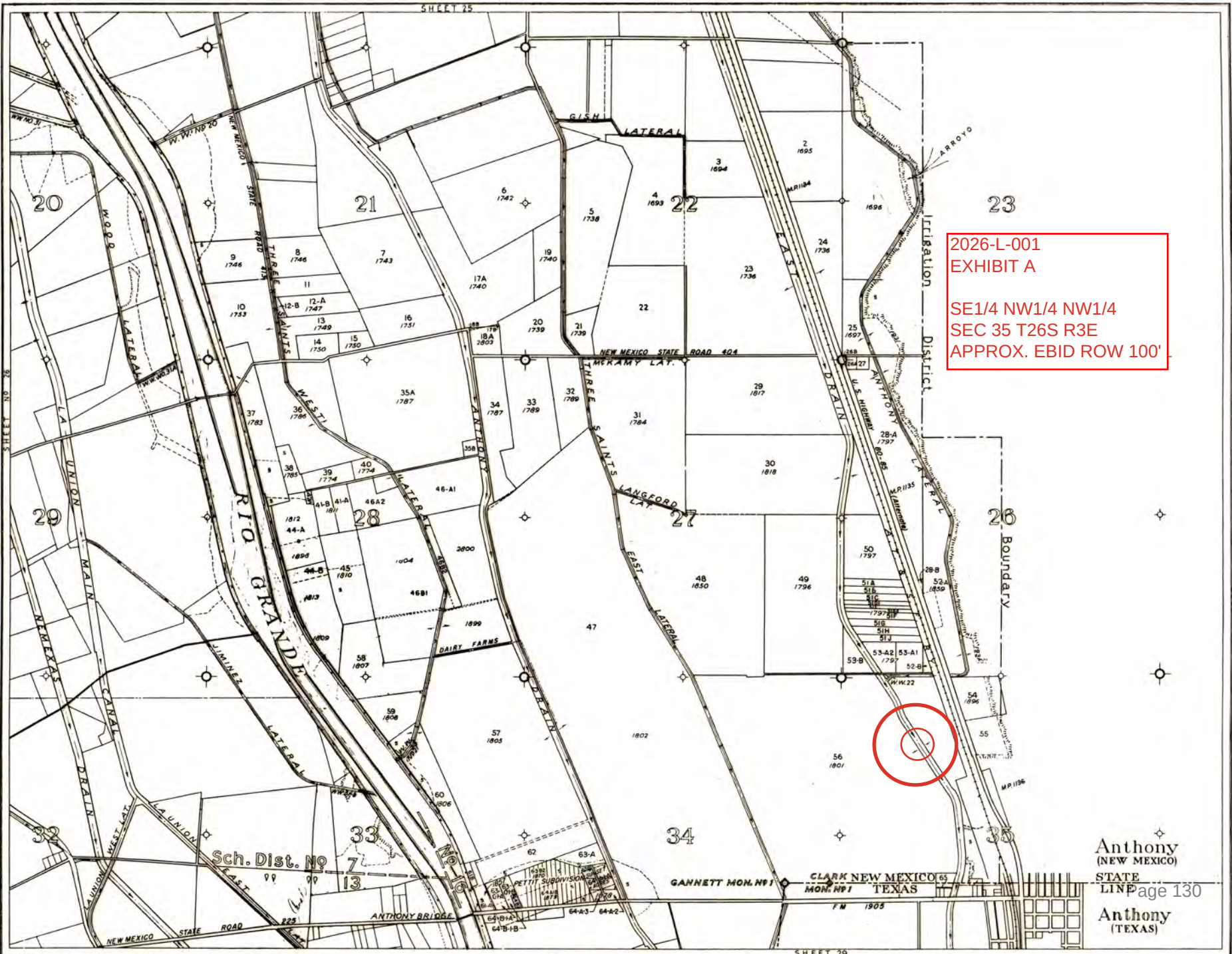
Please let us know what the process would be to make this possible.

Thank you for your time and assistance.

Sincerely,

Avery Thieman





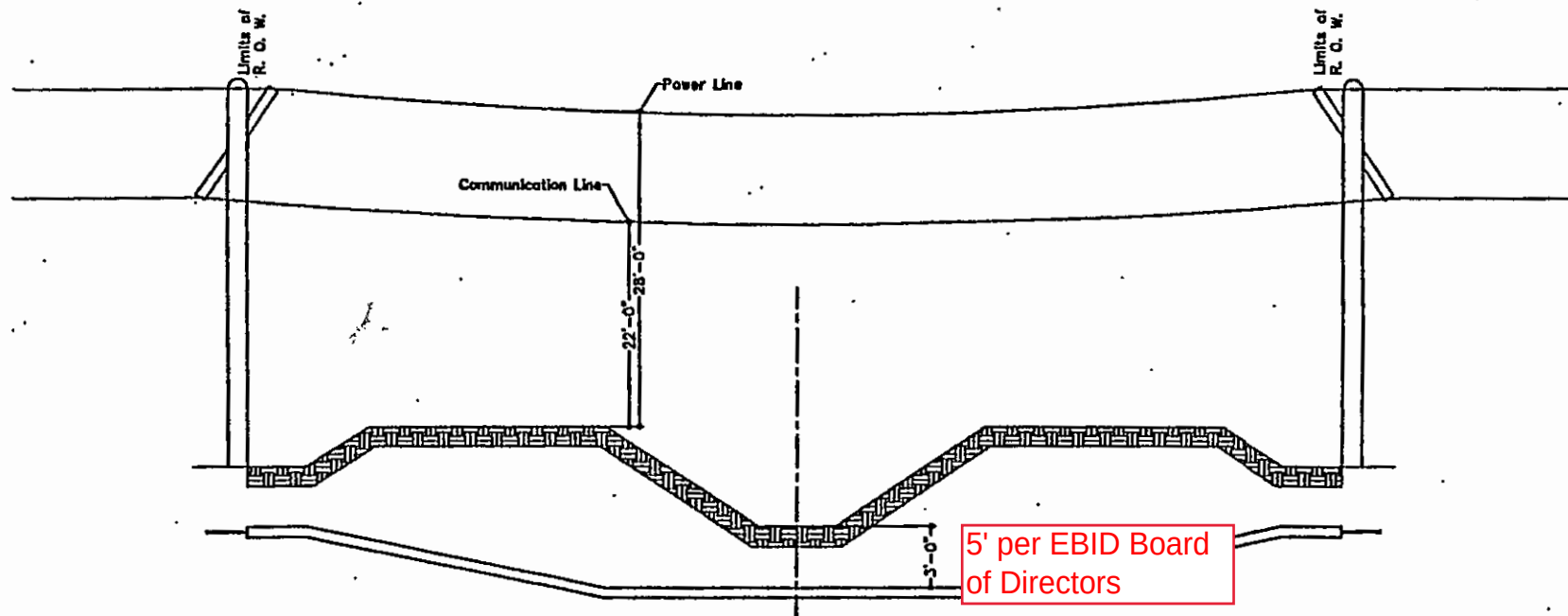


2026-L-001
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN A NEW VEHICLE CULVERT CROSSING
THE EAST DRAIN AT APPROXIMATE STATION 153+00, APPROX. EBID ROW 100'

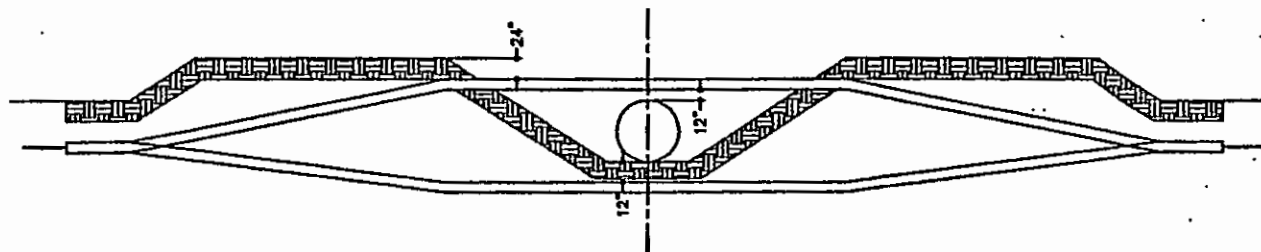
0 100 200 400 600 US Feet





OPEN CHANNEL CROSSING

NOTE: Protective sleeve across full width of the Right-of-Way



CULVERT CROSSING

NOTES:
 Utility crossing shall conform to the minimum standards of paragraph 3.0 of the Design Criteria.
 No open cuts of Canal or Laterals are permitted during irrigation season.
 Overhead crossings shall be in accordance to the minimum standards of paragraph 3.2 of the Design Criteria.
 Maintenance of all utility crossings shall be the responsibility of the permittee.

ELEPHANT BUTTE IRRIGATION DISTRICT

UTILITIES CROSSING
 CANALS - LATERALS - DRAINS



Use of EBID Facilities

The Elephant Butte Irrigation District (EBID) is a political subdivision of the State of New Mexico. EBID operates, maintains, and owns the irrigation distribution system of the Rio Grande Project which was acquired and constructed by the United States Bureau of Reclamation (BOR), including the canals, laterals, drains, wasteways, canal/drain banks, and structures. EBID property and right-of-ways are authorized for use by EBID personnel only. Use of, or on, EBID facilities requires authorization from EBID in the form of a special use permit, limited use permit, joint powers agreement, or other written contract agreement. Permits and contracts are issued for terms of 1, and 10 years, depending on the type of use. Permits will not be issued for a term longer than 10 years. All permits longer than 1 year require approval of EBID's Board of Directors at a board meeting. Applications often take at least one month for full signed approval and may take as long as 2 months. Please plan accordingly and contact EBID's Engineering Department about your application as soon as possible. A summary of the procedures, guidelines, and criteria for the issuance of licenses and permits, where to find more information, and the fees associated with the consideration of applications for right of use are described below.

EBID Facilities Include:

- EBID canals, laterals, drains, wasteways, rights-of-way (ROW), structures, and other District owned properties
- Canal/drain banks (operation/ maintenance access)
- EBID-sponsored flood control dams and channels
- Diversion dams with EBID/BOR agreements

Types of use: All uses or structures that utilize, cross, or parallel EBID facilities require a permit or contract including, but not limited to:

- Culverts and bridges
- Utilities and pipelines
- Harvest gates
- Discharge/agricultural runoff
- Trails/bike paths
- Irrigation siphons or flumes
- Beehives
- Removal of dirt, sand, or trees
- Pump in/take out during EBID irrigation season

OBTAINING AUTHORIZATION — Everyone: Private individuals, EBID members, utilities, firms or corporations, and governmental agencies must obtain written permission prior to use.

APPLYING FOR A RIGHT-OF-USE PERMIT — The EBID "Right of Use and License Policy" establishes the procedures, guidelines, and criteria for the issuance of licenses and permits as provided by the applicable laws, regulations, and rules of the State of New Mexico and the EBID. The entire policy is available for viewing at the EBID Engineering Department, and on the EBID website. The process for obtaining an authorization for the right to use EBID facilities is described in the attached table. It is recommended that you visit or contact the EBID Engineering Department for specific instructions regarding your right-of-use permit application as soon as possible.

AT RISK NOTICE

Canals, laterals, and drains are protected under NM Tort Claims Act as irrigation works and are **ONLY** intended for the storage and diversion of water. Therefore, canal, lateral and drain banks, being part of the irrigation works, are not intended to be used as roads.

PENALTY

Failure to obtain proper authorization for use of EBID facilities may result in the removal of encroachments from EBID facilities and/or other action at the owner's expense.

NOT AUTHORIZED

Use of EBID canal/drain banks, operation/ maintenance access or rights-of-way for parallel **INGRESS/ EGRESS** to private property

TRESPASS (motorized or otherwise) onto EBID facilities without permit, license, or agreement

ENCROACHMENT of structures, fencing, earthwork, parked vehicles, landscaping, pavement, driveways, plowing/farming, or any use onto EBID facilities without permit, license, or agreement.

DUMPING of yard waste, dirt, spoil, concrete rubble, trash, manure, or demolition waste.

Elephant Butte Irrigation District; 530 S. Melendres, Las Cruces, NM 88005; 575-526-6671, www.ebid-nm.org

EBID Engineering Department—Ext. 4

- Senior Engineering Manager: Alex Rubio, arubio@ebid-nm.org
- License and GIS Administrator: Juan Caballero, jcaballero@ebid-nm.org
- Licensing & Land Technician: Scott Gamboa, sgamboa@ebid-nm.org
- Engineering and Land Assistant: Tammie Deon, tdeon@ebid-nm.org

THE EBID PERMIT PROCESS

APPLICATION:	You must submit a right-of-use permit application to EBID's District Engineer. The required application is available at EBID's Engineering Department and our website at https://www.ebid-nm.org/permits-policies . A non-refundable application fee is required. Permit applications should be submitted in person and include the following:
Contact Information	Permit application contact, business name, address, phone number, email address, and EBID customer number or DAC parcel number (if applicable).
Design	Discussion with EBID's Engineering Department as soon as possible for design criteria is recommended. Certain structures can only be designed and installed by EBID. Major works such as bridges, concrete box culverts, inverted siphons, large culverts, relocations of irrigation facilities must be designed and sealed by a professional engineer. Three (3) copies of detailed construction design plans are required, in some instances electronic document submission is an acceptable substitute for two of the copies.
Site Plan	Maps showing the location and siting of structures are required. Photos of all four directions of crossing (north, south, east, and west) are recommended. Any other pertinent information that will help EBID determine the location and any potential conflicts should be included.
Pump-in Permits	Farming groundwater pump in/take out permits have special requirements including the installation of an RTU (remote telemetry unit) for metering the discharged flow in real time and testing of the pumped water prior to discharge. The NMOSE LRG well number is also required information. See EBID Board Policy 2003-OP10 for more information.
Conditions	General conditions, requirements, and responsibilities can be found on the Right of Use Application. Please review these thoroughly. Special conditions may be added. Permittees may be required to furnish such insurance protection as EBID Board or Officials deem necessary.
REVIEW:	Your application, design, and plans will be evaluated by the District Engineer and pertinent Staff. When internal reviews are complete, your permit application will be submitted to EBID's Board of Directors and Staff will provide a recommendation.
APPROVAL:	EBID's Board of Directors usually meets the second Wednesday of each month. You do not need to be present, however, should questions arise during the meeting, your permit may be delayed until all questions and/or requirements are satisfied. The Board may approve, deny, or table your request. Special Conditions may be assigned at this time. You will be notified in writing of the Board's decision.
FEES:	If your permit application is approved, you will be invoiced for the fees assessed. Permit/License Schedule is available at EBID Engineering Department or EBID's website. EBID Engineering Department can also assist with estimating fees. Fees may include but are not limited to those described below:
Application Fee	The minimum administrative fee is \$300.00 plus tax and is non-refundable. Fee is due at the time of application submittal.
Administrative Fee	The actual administration fee will usually exceed \$300.00 since the applicant will be required to pay all administrative costs in excess of the initial deposit for the preparation of the right-of-use document, and any engineering review, ROW investigation, legal review, coordination with other agencies, construction inspection, document preparation, rights-of-use assistance, appraisals.
Land Use Fee	Fair market value of the right and privilege requested for use of the EBID facilities. Surety or Performance Bond and/or insurance protection or indemnification may be required as the Board may deem necessary.
Discharge Fee	Based on flow or volume discharged. (Excludes well discharge for irrigation)
Fee Waiver Request	Permit fees can only be waived by the District's Board of Directors consistent with legal limitations. Use for farming activities may be waived at the Board's discretion. Please indicate a request for waiver of fees at the time of application.
FINALIZE:	Your permit will be mailed to you as soon as possible following Board approval. Your permit is not valid until you pay the fees, sign and return the documents to EBID, and the permit is signed by EBID officials. A copy will be returned to you for your records.
CONSTRUCTION NOTICE:	New construction/installation must be completed within two years of approval. <u>Construction and/or use cannot begin until your permit is valid.</u> You must notify EBID Engineering Department when construction or use begins and ends. Construction usually can only take place during the non-irrigation season. EBID will inspect all completed structures may have additional inspection requirements.
Amendment of Permits:	Licensee cannot transfer or assign a permit/license without EBID consent. A new permittee or landowner can request amendment/reassignment in writing or with a right-of-use permit application and a service charge of \$50 plus tax.

Design Criteria: Criteria have been prepared to serve as a guide for the design of installations to be constructed on EBID facilities. The general requirements that apply to most installations are available at our Engineering Department and the pertinent policy and application are available on our website.

Construction/Installation of Structures: All construction activities must be coordinated with EBID. Construction is usually not permitted during irrigation season. You must notify EBID Engineering prior to construction, provide a written schedule of planned construction activities, and allow for inspection when finished.

Elephant Butte Irrigation District

Engineering Department

Phone: 575-526-6671

Office/Mailing Address: 530 South Melendres Street, Las Cruces, NM 88005

RIGHT OF USE LICENSE APPLICATION

1. APPLICATION DOES NOT GUARANTEE APPROVAL.
2. INITIAL ADMINISTRATIVE FEE OF \$300.00 PLUS TAX IS DUE AT THE TIME OF APPLICATION AND IS NON-REFUNDABLE WHETHER THE APPLICATION IS APPROVED OR DENIED.
3. THIS APPLICATION WILL NOT BE PROCESSED UNLESS ALL ITEMS ARE LEGIBLE, COMPLETED IN ENTIRETY, AND ATTACHED AS DESCRIBED BELOW.
4. ALLOW 60-90 DAYS FOR PROCESSING.
5. CONTACT EBID ENGINEERING DEPARTMENT FOR ASSISTANCE IN COMPLETING REQUIREMENTS.

Applicant's Name: _____

Business Name: _____

Mailing Address & Zip: _____

Date: _____ Phone: _____ Cell: _____ Email: _____

Type of Use (or Agreement)

Area: _____ Beehive _____ Use of ROW _____ Blanket Agreement # _____
Crossing: _____ Utility* _____ Bridge _____ Culvert _____ Flume _____ Siphon
Discharge: _____ De-watering _____ Lift Pump _____ Stormwater _____ Well Pump (for LRG- _____)
Parallel: _____ Harvest Gate _____ Trail/path _____ Turnout _____ Utilities*
Removal: _____ Sediment (dirt, sand) _____ Trees or Bamboo _____ Water Extraction
Other: _____ Encroachment Agreement

*For Utilities, specify: _____ Cable _____ Electric _____ Gas _____ Sewer _____ Telephone _____ Water

Purpose (describe what you propose to do, quantities, dimensions, etc.) _____

Location (describe exactly where the activity will take place – name the canal, lateral, drain or other EBID facility.) _____ Aerial _____ Buried

EBID Facility: _____ Station ID _____

Nearest physical address (if different from above): _____

EBID Customer# _____ Parcel No. _____

Site Plan (plan view of construction/installation)

1. Attach a map(s) showing location and site of requested use including EBID facilities. Include a north arrow, rights-of-way, easements, property lines, and features affected by construction. Survey may be required to define property boundaries, if so, please provide a signed and sealed copy.
2. Provide site photos in four/all directions (north, south, east, west).

Construction/Design Drawing (engineering design details-exact size, length, width, height, materials, specifications, etc.)

1. Provide detailed design/construction plans. Drawings and specifications must comply with EBID design criteria (available at EBID office or online at www.ebid-nm.org).
2. Provide estimated construction dates. Include beginning and ending dates. (General Conditions Section 9 still applies)
3. A cross section or design profile of the EBID facility and adjacent land is required for crossings and most applications.

Design to be performed by: ☐ Self ☐ EBID ☐ Professional-Name _____

Construction to be performed by: ☐ Self ☐ EBID ☐ Professional-Name _____

Provide three (3) sets of final design plans, site plan, and photos in compliance with the District's design criteria. Alternatively, provide one (1) hard copy set and one (1) PDF digital copy (CD or jump drive) of all site plan, photos, and design drawings/plans.

Sign name(s) as written in License application. For partnerships, a general partner's signature is required. For corporations, an officer or other individual with proper authority evidenced by a corporate resolution granting such authority is required to sign. For a limited liability company, a member, manager, officer or other individual with proper authority evidenced by a company resolution granting such authority is required to sign. Any deviation from the required signatories must be approved by EBID.

LICENSEE

SIGNATURE _____

TITLE _____

SIGNATURE _____

TITLE _____

DATE _____

☐ License is for agricultural operations - land use fees requested waived.

I have read and reviewed the General Conditions language contained on the reverse side of this Application, and hereby accept the terms and conditions expressed or implied herein. I also agree to comply with all additional Special Conditions that may apply as specified on the Right of Use License. I further agree to pay all applicable License fees within 30 days of Board approval or this application becomes void. I understand the rules and regulations of Elephant Butte Irrigation District and agree to abide by same during the term of the Right of Use License.

THIS APPLICATION WILL BE RESEARCHED AND PRESENTED TO EBID BOARD OF DIRECTORS FOR APPROVAL. IF APPROVED AND THE LICENSE FEES ARE PAID IN FULL, A LICENSE WILL BE ISSUED TO YOU. IF DENIED, A LETTER WILL BE MAILED TO YOU.

THIS APPLICATION IS NOT A LICENSE

FOR USE BY EBID ONLY:

License Administrative Fee Paid ☐

ENG Job No. _____

Limited Use _____ Special Use _____

Government _____ Individual _____

Total Fees: _____

Board Date: _____

Approved ☐ Denied ☐

Remarks: _____

General Conditions

SECTION 1. Rights of Elephant Butte Irrigation District (EBID): The Elephant Butte Irrigation District (hereinafter Licensors) operates and maintains the New Mexico portion of the Rio Grande Project. It has fee simple and easement rights over canals, ditches and other rights-of-way within the District boundaries.

SECTION 2. Assignment and Binding Nature: Licensee shall not assign this license, in whole or in part, without Licensors' prior written consent, and absent such consent, any attempted assignment shall be void. Licensee shall make all requests for Licensors' consent to an assignment, modification, or amendment of the license in writing and shall accompany each request with an Administrative fee of \$50.00 Plus Applicable Taxes. Such service charge shall be the property of Licensors and not refundable to Licensee. Consent to assign to Licensee's subsidiary, parent, successor or affiliated entity will not be unreasonably withheld.

SECTION 3. Termination of the License:

3.1 Either party may terminate this license with or without cause upon not less than thirty (30) days written notice, provided that the Licensee shall be given thirty days after written notice to cure the circumstances giving rise to termination for cause. Fees will only be reimbursed on a prorated basis if EBID terminates the license without cause. Fees shall not be reimbursed under any other situation unless determined otherwise by EBID Board on a case-by-case basis.

3.2 If Licensee fails to comply with the conditions set forth herein, or if either party terminates this license, Licensee shall remove at its own cost, within thirty (30) calendar days after written notice from Licensors, any materials, improvements or facilities placed on Licensed Property by Licensee, its directors, officers, employees, or agents. If Licensee fails to remove any of the materials, improvements or facilities within the thirty (30) day period, Licensors at its election, (i) with or without giving notice to Licensee, may remove and store the materials, improvements of facilities or (ii) give written notice to Licensee that Licensors will retain the materials, improvements or facilities. Upon Licensors' giving said written notice to Licensee that Licensors will retain the materials, improvements, or facilities, Licensee's right, title and interest in the materials, improvements, or facilities immediately shall vest in Licensors.

3.3 If Licensors removes any materials, improvements or facilities pursuant to Section 3.2, Licensee shall reimburse Licensors for the costs of such removal or storage (as conclusively determined by Licensors) within ten (10) calendar days after Licensors presents Licensee a statement of such costs. Licensee hereby releases Licensors from any and all damages resulting to Licensee from such removal or storage. The provisions of this Section shall survive termination of this license.

3.4 If Licensee's right, title and interest in any of the materials, improvements or facilities vest in Licensors pursuant to Section 3.2, then Licensee shall execute, acknowledge and deliver to Licensors an instrument, acceptable to Licensors, transferring to Licensors all Licensee's right, title and interest in the materials, improvements or facilities. The provisions of this Section shall survive termination of this license.

SECTION 4. Maintenance of Licensed Property and Interface with Licensors' Use of Licensed Property:

4.1 Licensee, at its own expense, shall maintain the Licensed Property and all Licensee's materials, improvements and facilities thereon in good, sanitary and safe condition as conclusively determined by Licensors. Such maintenance shall involve but not be limited to, (a) repair and upkeep of the structure(s); (b) the removal of deposited sediment, trash, and other debris from within and adjacent to the structure(s); (c) control of vectors and other pests associated with the structure(s); and (d) repair of damages to the affected facilities of the Rio Grande Project as determined by EBID. Such maintenance shall be conducted by the Licensee annually or on request by EBID between the end of each irrigation season and December 31 of the same year, or at other times upon written notification by EBID. Such maintenance shall not interfere in any manner whatsoever with the construction, operation, and maintenance of any part of the Rio Grande Project. EBID shall be notified at least forty-eight (48) hours in advance of any planned maintenance, unless emergency conditions prevent such notification, and then notification will be given as soon as possible. Neither Licensee nor its agents shall interfere with the use of the Licensed Property by Licensors, or the interest of any other individual or entity in the Licensed Property.

4.2 If Licensee defaults in the performance of any provision of Section 4.1, as conclusively determined by Licensors, and Licensors gives notice of the default, Licensee shall correct such default to the satisfaction of Licensors within the required period of time set forth in the notice (Correction Period). If Licensee fails to correct the default within the Correction Period, Licensors may take any action determined by Licensors to be necessary to correct such default, including without limitation making any repair or modification to or removing any such materials, improvements or facilities. Licensee shall reimburse Licensors for the costs of correcting such default, as conclusively determined by Licensors, within ten (10) calendar days after Licensors presents Licensee a statement of such costs. Licensee hereby releases Licensors from all damages resulting to Licensee from correcting such default, so long as Licensee has complied with this provision, including without limitation those damages arising from all repairs or modifications to or removal of any materials, improvements, or facilities on the Licensed Property.

SECTION 5. Nonexclusive Rights: This license is nonexclusive and nothing herein shall prevent Licensors from accessing or using the Licensed Property or prohibit Licensors from licensing another entity to access or use the Licensed Property. Licensors shall not be liable to Licensee for any damage to public or private property or installations located upon the Licensed Property. Nothing in this license shall be construed to deny or lessen the powers and privileges granted Licensors by the laws of the State of New Mexico.

SECTION 6. Existing Easements and Licenses: This license is subject to all existing easements, licenses and matters of record.

SECTION 7. For "Individual" Licenses Only - Indemnification: "Individual" Licenses are defined to be all those Licenses issued to Licensees other than Governmental Entities. Non-Governmental entity Licensee (Indemnitor), its successors and assigns, shall indemnify and hold harmless Licensors (Indemnitee), and the directors, officers, employees, agents, successors and assigns thereof, against and from any claim, demand, lawsuit or action of any kind for damages or loss; whether directly or indirectly arising out of (a) acts or omissions of Licensee, its agents, officers, directors, or employees, (b) Licensee's use or occupancy of the Licensed Property for the purposes contemplated by this License, including but not limited to claims by third parties who are invited or Licensed onto the Licensed Property, either expressly or implied, by Licensee or by the nature of Licensee's development or other use pursuant to this License, or (c) Licensee's failure to comply with or fulfill its obligations established by this license or by law, and whether such damage or loss is to person or property. Such obligation to indemnify shall extend to and encompass all costs incurred by Licensors in defending against subject claims, demands, lawsuits, or actions, including though not limited to attorney, witness and expert witness fees, and any other litigation related expenses. Licensee shall have no obligation to indemnify Licensors against liability directly attributable to the negligence or willful actions of the Licensors, its directors, officers, employees, agents, successors or assigns. The provisions of this section shall survive termination of this license. Regardless of this Paragraph nothing in this License should be construed as a waiver of immunity, defenses, or limitations of liability provided to EBID by the New Mexico Tort Claims Act or other applicable law.

For "Government" Licenses Only - Tort Claims Act: By entering into this Agreement, the District and its "public employees" as defined in the New Mexico Tort Claims Act, and the Licensee and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense(s) and/or do not waive any limitation(s) of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act. However, within the limitations above stated, each party shall be responsible for their own negligent acts. This Agreement is not intended by any of its provisions to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to this Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

SECTION 8. Insurance: Without limiting any liabilities or any other obligations or duties of Licensee, EBID at its option may require insurance and proof of insurance as a condition to this License. If the insurance is required, the Licensee will be notified by letter, which letter shall specify the amount and type of insurance required by EBID.

SECTION 9. Construction:

9.1 Prior to making any installations on the Licensed Property, Licensee shall submit to Licensors for its approval a detailed plan showing the location of any such installations, and pay Licensors all review and inspection fees required by Licensors. All construction on the Licensed Property shall be performed in accordance with specifications approved by Licensors. At least ten (10) days prior to the beginning of any construction on the Licensed Property, Licensee shall provide Licensors notice of the date that construction will begin and a schedule listing all construction activities and the dates when such construction activities will be performed. Licensee shall give Licensors written notice of all changes in the schedule and delays in construction immediately upon it being reasonably foreseeable that such change or delay will occur.

9.2 Licensee shall contact Licensors a minimum of 72 hours in advance of start of construction to obtain a construction clearance. Phone Number: (575) 526-6671. NOTE: A CONSTRUCTION CLEARANCE DOES NOT ASSURE THAT THE CANALS, LATERALS OR DRAINS WILL BE WITHOUT WATER.

9.3 Licensee's materials, facilities, improvements, and appurtenances constructed, installed, operated and maintained on the Licensed Property shall not interfere with Licensors's use of Licensors's existing and/or any future irrigation facilities on or adjacent to the Licensed Property.

9.4 Licensors may regulate the scheduling of construction, if any, located on the Licensed Property relating to irrigation operation, traffic control, backfilling, compacting, or paving and locating or relocating the materials, facilities, improvements or appurtenances.

9.5 If relocation of Licensee's materials, facilities, improvements or appurtenances is necessitated by Licensors's use of existing facilities or the construction of improvements by or on behalf of Licensors, Licensee shall bear the entire cost of relocating said materials, facilities, improvements and appurtenances.

9.6 Licensors shall not exercise its right to require relocation of Licensee's facilities in an unreasonable or arbitrary manner.

SECTION 10. Licenses, Statutes and Codes: Licensee shall comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes, and standards of legally constituted authorities with jurisdiction, including continuous compliance with all Board of Directors Policies in place governing the use of EBID property. Licensee shall obtain or cause to be obtained at its expense, all Licenses, approvals and authorizations required by Licensee's actions pursuant to this license taking effect. The provisions of this Section shall survive termination of this license.

SECTION 11. Licensors' Right to Inspect:

11.1 Licensors may enter any part of the Licensed Property at all reasonable times to make an inspection thereof. During any construction by Licensee, Licensors may inspect all trenching, backfilling and other related items and require conformance with all requirements and specifications established by Licensors.

11.2 Licensee shall release Licensors for all damages arising out of any delay, whether reasonable or unreasonable, or foreseeable or unforeseeable, by Licensors in Licensing or inspecting any work on the Licensed Premises. The provisions of this section shall survive termination of this license.

SECTION 12. Service of Notice: All notices and demands required or Licensed by this license shall be in writing and shall be deemed to have been given properly when (i) sent by certified mail (postage fully prepaid) to the respective address as furnished by either party to the other pursuant to this section; (ii) delivered personally to the parties hereto.

SECTION 13. Administrative and Land Use Fees: Licensee shall pay all fees, including administrative costs in excess of the initial \$300.00 deposit already paid at the time of application for the preparation of the right-of-use document and land use fees pursuant to EBID Board Policy regarding Right of Use of EBID facilities. All costs will be invoiced either at the time of issuance of the License or at a later date as the same shall become known and due. Failure to pay within 30 days of such invoice will result in termination of the License.

SECTION 14. Waiver: No waiver by either party of any breach of any of the covenants or conditions of this license which are to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition. There shall be no waiver by implication, all formal waivers must be approved in writing by the waiving party.

SECTION 15. Attorneys' Fees upon Default: If Licensee defaults in the timely performance of its obligations, under this license, the Licensors shall be entitled to recover all reasonable expenses and attorney's fees incurred by Licensors in enforcing its rights under the license including pre-suit fees and expenses and court costs, including expert witness fees and the like, as determined by a Court in any suit or proceeding. The foregoing shall not in any way limit or restrict any right or remedy at law or equity which would otherwise be available to such party in default.

SECTION 16. Force Majeure: If either party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this License, other than the obligation of Licensee to make payments of amounts due hereunder, then the obligations of both Licensee and Licensors, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied within a reasonable time. The term "force majeure" as employed in this license shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, interruptions by government not due to the fault of the parties, civil disturbances, explosions, or unforeseeable action or nonaction by governmental bodies in approving the applications for approvals or Licenses or any material change in circumstances arising out of legislation, regulation or litigation. Nothing in this section shall require Licensors to settle a strike.

SECTION 17. Entire Agreement; Changes After Execution: This License, including its specified addenda and exhibits, if any, constitutes the entire agreement between the parties, and any amendment hereto must be in writing, and signed by both parties.

SECTION 18. Water Damage: Licensors shall not be liable for any loss sustained by Licensee, its officers, employees, agents, assigns or invitees on the Licensed Property because of water damage from any sources whatsoever, including but not limited to, flood, drainage, or run-off, irrespective of any prior knowledge by Licensors of the possibility of such flood, drainage, or run-off, or any act, omission or negligence of Licensors, members of its governing body, directors, officers, employees, agents or assigns, arising from operation or maintenance of any Rio Grande Project dam, canal, drain or other works.

SECTION 19. Expiration: Construction authorized by the license must be initiated no later than two years after final approval by the EBID Board of Directors. Failure to comply with the two-year time limit invalidates the permit or license. All fees paid shall be forfeited.