



Regular Board of Directors Meeting

Wednesday, July 8, 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

9:00 - 9:10 AM

- 1. Invocation**
- 2. Pledge of Allegiance**
- 3. Introduction of Guests**
- 4. Public Input**

Three minutes per participant, no more than 30 minutes spent in this item

- 5. Approval of Agenda**
- 6. Approval of Board Minutes**

COMMITTEE REPORTS

9:10 - 9:30 AM

- 7. Water Resources Committee**
R. Garay
- 8. Government Affairs Committee**
R. Roviroso / S. Devore

WATER RESOURCE REPORT

9:30 - 10:00 AM

9. Water Resource

P. King / J. Narvaez

a. Weather/Runoff Forecast

STAFF REPORT

10:00 - 10:50 AM

10. General & Administrative

J. Franzoy / L. Diaz

a. Financial Report

11. Manager's Update

J. Smith

12. Calendar of Events

J. Smith

- New Mexico Groundwater Conference: July 14-15, 2026, Albuquerque, NM (travel previously approved)
- NWRA 2026 Western Water Seminar: August 3-6, 2026, Boise Idaho (request approval in Consent Agenda)
- Evapotranspiration for Irrigation Management Training Course: August 5-6, 2026, NMSU Campus, Las Cruces, NM (request approval in Consent Agenda)
- LRGWA Meeting: August 6, 2026 at 9:00 AM, EBID Office, Las Cruces, NM
- Coalition of Rio Grande Water Users (CRGWU) Conference: September 16-18, 2026, Santa Ana Pueblo, NM (request approval in Consent Agenda)

13. HR/Safety Update

D. Maciel / J. Smith

14. Engineering/Maintenance

A. Rubio

a. Maintenance/Projects Update

CONSENT AGENDA

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

10:50 - 11:00 AM

15. Approval of Consent Agenda

S. Gamboa - There are 4 June/July ROU licenses. EBID Engineering recommends approval of all.

- Approval of Comcast of New Mexico (2026-L-079) - 1 new buried fiber optic line crossing the Eastside Main Canal
- Approval of Comcast of New Mexico (2026-L-080, 2026-L-081 & 2026-L-082) - 3 new aerial fiber optic lines crossing the Newsome Lateral

J. Smith - Recommends approval of all.

- Approval of travel to NWRA 2026 Western Water Seminar: August 3-6, 2026, Boise Idaho for for four (4) Board Members and two (2) Staff.
- Approval of attendance for the Evapotranspiration for Irrigation Management Training Course: August 5-6, 2026, NMSU Campus, Las Cruces, NM, for two (2) Board Members and four (4) Staff.
- Approval of travel to Coalition of Rio Grande Water Users (CRGWU) Conference: September 16-18, 2026, Santa Ana Pueblo, NM, for four (4) Board Members and three (3) Staff to include all actual expenses.

J. Franzoy - Recommends approval of all.

- Approval of Professional Services Contract with Libbin Underwood Engineering & Surveying; Renewal year 3 of 4.
- Approval of Professional Services Contract with King Engineering & Associates, Inc.; Renewal year 3 of 4.
- Approval of Professional Legal Services Contract with Kennedy, Moulton & Wells, P.C.; Renewal year 2 of 4.
- Approval of Contract for Corrugated Metal Pipe, Bands and Ends with Contech ES; Renewal year 2 of 4.

OPEN SESSION SUSPENSION AND TRANSFER HEARING

11:00 - 11:10 AM

16. Voluntary/Involuntarily Suspension and Transfer

A. Carlson

Approval of Resolution 2026-S&T-007A / Total 11.41 Acres

(Suspensions: 11.41 Acres from nine (9) Constituents)

Approval of Resolution 2026-S&T-007B / Total 4.73 Acres

(2026-WT-007: Move 3.81 Acres from Central Park West NY LLC to Salopek 6U Farms Inc.)

(2026-WT-008: Move 0.92 Acres from Darren A & Indira Castner to Leon E Gluck & Rita T Phipps)

CLOSED SESSION

11:10 AM - 12:10 PM

17. Legal Update

- Banegas vs EBID**
- Texas v. NM (USSC)**
- Adjudication Issues**
- PRC El Paso Electric Rate Increase**
- WQCC Surface Water Rule Making**
- NM v US CV691**
- Other Threatened/Pending Litigation**
- Motion to come out of closed session**

ADJOURNMENT

18. 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 07/03/2026 at 1:26 PM

ELEPHANT BUTTE IRRIGATION DISTRICT
BOARD OF DIRECTORS' MEETING
June 10, 2026

A Regular Board of Directors meeting of the Elephant Butte Irrigation District was held at 530 S Melendres, Las Cruces, NM at 9 AM on Wednesday, June 10, 2026. The meeting was called to order by Board President Rafael Rovirosa. Board members present were Randy Garay, Casey Crist, Rafael Rovirosa, Greg Daviet, James Sloan, John Clayshulte Jr., Prescott Colquitt III, and Henry Ludwig (arrived at 9:21). Director Preston Tharp was absent.

The Invocation was given by Secretary Garay, followed by the Pledge of Allegiance led by Josh Smith.

EBID personnel present were: Josh Smith, Treasurer-Manager; Joah Franzoy, Chief Financial Officer; David Lutz, Legal Counsel; Marilyn Crawford, Executive Assistant; James Narvaez, Director of Irrigation Systems (in-person and virtual); Leah Diaz, Finance Director (virtual); Scott Gamboa, Land and Licensing Technician, (in-person and virtual); Alex Rubio, Senior Engineering Manager; AJ Carlson, Land Records Admin (in-person and virtual); DL Sanders, Legal Counsel (virtual); Pete Domenici, Legal Counsel (virtual); Skye Devore, Lobbyist (virtual); Tammie Deon, Administrative Assistant (virtual) and Dr. Phil King (virtual).

EBID guests present were: Jose Calderon, Stahmanns; Samantha Stiffler, USIBWC; Victor Montez, USIBWC; Isabel Rothblatt, USIBWC; Josh Wood, NM Farm and Livestock Bureau; Katie Adams, NM Farm and Livestock Bureau; Sarah McCartney, USIBWC; Martha Pskowski, Inside Climate News; Michael Riley, OSE; Juan Fernandez, USBR; Paul Ratje, Freelance Photo Journalist; Jerry Schickedanz, constituent; and Zack Libbin, Libbin Underwood Engineering.

Virtual guests: Marc Termil, OSE; Alfred Perrault, OSE; Ryan Serrano, NMISC; Max Henkels, NMDA; and Sherryll Smith, OSE.

Recognition of Service

President Rovirosa presented service recognitions, and the Board honored the following employees: Guillermo “Willie” Herrera, Equipment Operator, for 30 years of service; Mike Gomez, Assistant Watermaster, for 25 years of service; and Guillermo “Willie” Herrera Jr., Engineering Technician, for 5 years of service.

Approval of Agenda

The agenda was approved as presented.

Approval of Minutes

Secretary Garay moved, and the motion was seconded by Director Clayshulte Jr., to approve the May 13, 2026, Board Meeting minutes. Directors Garay, Crist, Daviet, Sloan, Clayshulte Jr., Colquitt III, and voted in favor. The motion passed unanimously.

Committee Reports

Land Use Committee – David Lutz reported the committee met and reviewed revisions to the draft Blanket Agreement with Zia Gas. Mr. Lutz will coordinate with EBID financial staff to determine a proposed per dekatherm rate, he will also work with staff on clarifying implementation language with a goal of presenting to the Board at the July meeting. The term in the current draft is 20 years with a pricing review every 5 years. The committee also discussed the College Lateral and affected properties, reviewing documentation confirming a 1919 deed from the State of New Mexico to EBID; it was agreed that Mr. Lutz will notify encroaching property owners regarding licensing or potential applications under the updated property relinquishment policy.

The Board requested comparable examples of the costs associated with the Blanket Agreement with Zia Gas. Staff will review and update the draft rate based on prior agreements and current conditions. A “with and without” cost analysis, driven by engineering and permitting fees, will be provided before contract approval.

Capital Improvement Committee – Joah Franzoy reported the committee met to develop and finalize the District’s 2027 ICIP project list and priorities. The total value of the proposed projects is approximately \$54 million. Projects focus on automation, canal improvements, safety enhancements, and infrastructure upgrades. Cost estimates are preliminary, and projects will also be pursued through other funding sources if ICIP funding is not secured.

- **Approval of Resolution 2026-05 Adopting the FY 2028-2032 Infrastructure Capital Improvement Plan (ICIP)**
Vice President Daviet moved, and the motion was seconded by Secretary Garay, to approve Resolution 2026-05. Directors Garay, Crist, Daviet, Sloan, Clayshulte Jr., Colquitt III, and voted in favor. The motion passed unanimously.

Government Affairs Committee – Skye Devore reported on the committee’s recent activities, including legislative engagement, development of Water Trust Board and capital outlay strategies, and pursuit of funding opportunities. The committee is preparing for interim legislative engagement, including a potential presentation to the Water and Natural Resources Committee. Planning is also underway for a September legislator/project tour to highlight EBID priorities and support future funding efforts. Ongoing legislative outreach and monitoring of water policy and grant opportunities were also noted.

Water Resources Update

Dr. King reported that the Water Resources Committee met and reviewed the initial release. The committee focused on managing farmer-installed tapancos (small earthen dams in the main system), to ensure they do not interfere with stormwater capture, agreeing that those in main canals must be removable on short notice and tracked through standard operating procedures rather than permits. Emphasis was placed on communication, safety, and encouraging stormwater use for groundwater recharge.

Dr. King provided a water resources update. As of June 8, 2026, total project storage stands at 198,851 acre-feet (AF), with 165,010 AF in Elephant Butte and 33,841 AF in Caballo. Usable project storage was 189,631 AF; 22,780 AF was not releasable. Rio Grande Compact credit was 5,400 AF, and San Juan-Chama was 3,820 AF. A total of 58,927 AF has been released from Caballo in 2026. Total seasonal supply was at 225,778 AF. Net inflow into Elephant Butte was at zero.

The initial release was a typical advance. Mexico was delivering approximately 2 cubic meters per second (about 71 CFS) and planned to gradually increase flows to meet its allocation of 10,684 acres, with deliveries scheduled to conclude on July 21, 2026. Dr. King reviewed flow conditions and reported on a mass balance analysis across several river reaches. Apparent losses between Caballo and Leasburg were estimated at approximately 154 CFS; between Leasburg and Mesilla, losses increased to about 510 CFS; from Mesilla to Courchesne, losses were estimated at 380 CFS. However, a gain of approximately 24 CFS was observed between Courchesne and American Dam, likely due to inflows from El Paso Water Utilities’ wastewater treatment plant, with possible minor metering inaccuracies at Courchesne. Additionally, 72 CFS is allocated for delivery to Mexico. Overall, out of a release of about 2,700 CFS, roughly 1,000 CFS is lost along the system, corresponding to an estimated instantaneous diversion ratio of approximately 0.63.

Introduction
Guests

Recognition
of
Service

Agenda
Approval

Minutes
Approval

Land Use
Committee

Capital
Improvement
Committee

Approval of
Resolution
2026-05

Government
Affairs
Committee

Water
Resource
Committee

Water
Resources
Update

The NOAA Climate Prediction Center projects above-average precipitation and neutral to slightly warm temperatures for the month of June. For the December–February 2026 period, forecasts indicate above-average precipitation with near-normal temperatures. ENSO-neutral conditions persist, but El Niño is expected to develop (82% chance by May–July 2026) and continue through winter 2026–27 (96% chance for December–February).

James Narvaez provided an update on water orders and the diversion schedule. It took approximately 7–8 days from the initial release date to reach a point where work on demand and diversion could begin. He reported preliminary figures showing that as of June 10, 2026, Arrey had 1,659 acres on order with the diversion of 280 CFS; Leasburg had 4,316 acres on order, diversion of 300 CFS; Eastside had 2,992 acres on order, diversion of 180 CFS; Westside had 4,776 acres on order, diversion of 430 CFS. Total demand was 13,743 acres at 1,190 CFS. An estimated 1,402 AF is expected to be delivered during the flat-rate period (June 13–14, 2026). Estimated amounts are as follows: Arrey, 56 AF; Leasburg, 853 AF; Eastside, 173 AF; and Westside, 320 AF. One ditch break on the Upper Chamberino was reported and has since been repaired. To date, approximately 4,479 AF has been delivered, with total diversions estimated at 14,711 AF. The allocation is expected to be exhausted by June 30, 2026, although deliveries may extend into July. The estimated deadline for placing water orders is June 19, 2026.

Financial Report

Joah Franzoy presented the financial report, noting a total of \$10,225,150 held across investments and cash in the bank as of May 31, 2026. Uncommon large payments included \$473,039 for WRRRI grant reimbursement and \$980,386 for ISC equipment purchases, both of which are awaiting reimbursement. Uncommon large receipts included \$320,678 for grant proceeds. The interest rate for April was 3.64% and earns approximately \$25,000 in interest per month. To date, 95% of assessments have been collected.

Financial
Report

Manager's Update

Josh Smith reported that significant time continues to be devoted to implementation of the Texas v. New Mexico settlement. He also reported ongoing efforts to assess and address district infrastructure needs. Coordination with the Bureau of Reclamation confirmed that \$11.5 million in funding for piping projects has been received, and the district anticipates entering into an agreement with the Interstate Stream Commission soon, with project work targeted to begin in September or October.

Manger's
Update

Mr. Smith also met with the NRCS State Director and the Farm Service Agency (FSA) State Director to explore alternative funding opportunities. While the District was previously awarded \$30 million through FSA, it has been determined that the federal procurement process did not meet required standards and remains under review; as a result, the funds are unlikely to be released. It was clarified that this issue stems from the federal process and is not related to any action or error on the part of the District. Staff will continue pursuing other grant opportunities to support priority projects.

Dams of Concern - Recent rainfall resulted in issues with several “orphan” dams (privately constructed earthen dams not owned or maintained by the District). Incidents included a dam breach south of Mesilla and another partially failed structure reported on a nearby arroyo. Although these dams are outside District jurisdiction, they pose potential risk to District infrastructure. Mr. Smith requested Board direction on how to proceed. Board discussion supported referring the issue to a committee (potentially Water Resources or Land Use) for further evaluation. It was also noted that the Soil and Water Conservation District has obtained grant funding to inventory and study these dams. Coordination with the Stormwater Coalition was recommended, given overlapping concerns and regional impacts.

Action Item: Refer the issue of “orphan” dams to the Land Use Committee for evaluation and recommendation.

Calendar of Events

Josh Smith presented the calendar of events:

- Flat Rate Irrigation Weekend: June 13-14, 2026
- NM WRRRI Agricultural Water Resilience Program (AgWRP) applications are due June 29, 2026; to allow time for processing, EBID will not accept applications after June 14, 2026.
- 4th of July Holiday: July 3, 2026, EBID Office Closed
- New Mexico Groundwater Conference: July 14-15, 2026, Albuquerque, NM

Calendar
of
Events

HR/Safety Update

Josh Smith provided an HR and Safety update, reporting a current staff count of 79 employees and ongoing recruitment for Ditch Rider positions.

HR/Safety
Update

Maintenance/Project Update

Alex Rubio provided an Engineering and Maintenance update, reporting that maintenance crews have completed system preparation for the irrigation season, which included the priming and cleaning of waterways. Engineering has focused on drone flights and LiDAR data collection for dam assessments and reporting to the Office of the State Engineer, along with improved survey integration for more precise calculations. Staff continue to prepare for upcoming grant-funded projects. Efforts are also underway to develop ICIP project estimates and collect outstanding permit fees. He noted the electrical work for the California pump project is nearing completion, with final testing anticipated once meter installation is completed.

Maint/Proj
Update

In-Parcel Transfer

David Lutz explained that last month, the board held a suspension and transfer hearing for an in-parcel transfer for JF Apodaca Farms. However, questions arose regarding whether the matter was appropriate for that type of hearing. After reviewing the relevant policies, it was determined that the transfer does not require a suspension and transfer hearing and can instead be addressed as a standard board agenda item.

In-Parcel
Transfer

- Approval of Resolution 2026-S&T-006A In Parcel Water Transfer
AJ Carlson presented 2026-WT-004, JF Apodaca Farms Company requests an in-parcel transfer of 10.81 water-righted acres within a single tract. Staff recommended approval. **Director Colquitt III moved, and the motion was seconded by Secretary Garay, to approve Resolution 2026-S&T-006A. Directors Garay, Crist, Daviet, Sloan, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously.**

Resolution
2026-
S&T-
006A

WATER RIGHT "SUSPENSION FROM /TRANSFER TO PARCEL TRANSFER ON BOARD AGENDA: June 10, 2026							
MOVE FROM:				MOVE TO:			
TRANSFER#	NAME	MAP-SERIAL	PARCEL	ACRES	NAME	MAP-SERIAL	PARCEL
2026-WT-004	J F Apodaca Farms Co IN PARCEL TRANSFER	20-3581	592400P	10.81	J F Apodaca Farms Co	20-3581 NWpt	592400P
							864920P
							864920P
							864920P
TOTAL ACRES PAGE 1				10.81			

KEY: WT = Volitional Transfer WRS = Stacking WTS = Volitional Transfer & Stacking

Water Transfer Hearing

President Rafael Rovirosa called to order the Suspension/Transfer Hearing. AJ Carlson presented a total of 2.74 acres for suspension and transfer, John Lee & Margaret A Follin to Salopek 6U Farms Inc. **Director Clayshulte Jr. moved, and the motion was seconded by Vice President Daviet to approve transfer 2026-WT-005 / Resolution 2026-S&T-006B. Directors Garay, Crist, Sloan, Daviet, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously.** President Rovirosa asked the Resolution be formalized as called for by Section 73-13-5 of the New Mexico Statutes, and that the Secretary of the Board immediately certify and file with the State Engineer a true copy of the Resolution and action of the Board. President Rovirosa also announced that if there are any Protestants who disagrees with the action of the Board, he/she may appeal this decision directly to the District Court as provided under Section 73-13-4 of the New Mexico Statutes. **Motion to adjourn the Board sitting for water transfer hearing by Director Colquitt III, seconded by Director Clayshulte Jr. Directors Garay, Crist, Daviet, Sloan, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously.**

Water
Transfer
Hearing

Exhibit A

Elephant Butte Irrigation District

WATER RIGHT "SUSPENSION FROM /TRANSFER TO PARCEL TRANSFER ON BOARD AGENDA: June 10, 2026

MOVE FROM:					MOVE TO:			PAGE 1
TRANSFER#	NAME	MAP-SERIAL	PARCEL	ACRES	NAME	MAP-SERIAL	PARCEL	
2026-WT-005	John Lee & Margaret A Follin	5-32A5A1A TR A L1 1	1367900P	1.00	Salopek 6U Farms Inc	13-32A, 33B, 40A pt	864920P	
2026-WT-005	John Lee & Margaret A Follin	5-32A5A1A TR A L1 2	1367950P	1.00	Salopek 6U Farms Inc	13-32A, 33B, 40A pt	864920P	
2026-WT-005	John Lee & Margaret A Follin	5-37L3, 37M2B	1350100P	0.74	Salopek 6U Farms Inc	13-32A, 33B, 40A pt	864920P	
TOTAL ACRES PAGE 1				2.74				

KEY: WT = Volitional Transfer WRS = Stacking WTS = Volitional Transfer & Stacking

Approval of the Consent Agenda

- Fourteen (14) May/June ROU licenses with exhibits for review.
Adams Tire (Bill Adams) - 1 new culvert crossing the Park Drain
El Paso Electric Co. - 1 reconstructed aerial electrical line crossing the Lower Chamberino Lateral
Comcast of New Mexico - 4 new buried fiber optic lines crossing Walters Lateral, East Drain, Lower Chamberino Lateral
Comcast of New Mexico - 8 new aerial fiber optic lines crossing multiple EBID waterways
- J. Smith - Approval of travel to New Mexico Groundwater Conference: July 14-15, 2026, Albuquerque, NM for two (2) Board Members and two (2) Staff to include all actual expenses.

Approval
of Consent
Agenda

Director Clayshulte Jr. requested that permit 2026-L-061 Adams Tire (Bill Adams) be pulled from the Consent Agenda to be acted on separately.

Permit 2026-L-061 Adams Tire (Bill Adams)

Discussion clarified that the request is for a license for a culvert crossing. Staff confirmed EBID would perform both the construction and ongoing maintenance; private parties would not conduct the work. **Director Clayshulte Jr. moved, and the motion was seconded by Secretary Garay to approved Permit 2026-L-061. Directors Garay, Crist, Daviet, Sloan, Clayshulte Jr., Colquitt III, and Ludwig voted in favor, and the motion passed unanimously.**

Director Clayshulte Jr. moved, and the motion was seconded by Secretary Garay to approve the Consent Agenda noting the 2026-L-061 Adams Tire (Bill Adams) Right of Use License application is not included. Directors Garay, Crist, Daviet, Sloan, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously.

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 - JUNE 10th, 2026 BOARD MEETING					
1	2026-082	N	2026-L-061 ADAMS TIRE (BILL ADAMS)	\$4,180.00	N
2	2026-083	N	2026-L-062 EL PASO ELECTRIC CO.	\$3,420.00	N
3	2026-088	N	2026-L-064 COMCAST OF NM	\$3,420.00	N
4	2026-091	N	2026-L-066 COMCAST OF NM	\$3,800.00	N
5	2026-094	N	2026-L-067 COMCAST OF NM	\$3,800.00	N
6	2026-095	N	2026-L-068 COMCAST OF NM	\$3,800.00	N
7	2026-099	N	2026-L-069 COMCAST OF NM	\$2,482.90	N
8	2026-104	N	2026-L-070 COMCAST OF NM	\$4,180.00	N
9	2026-105	N	2026-L-071 COMCAST OF NM	\$4,180.00	N
10	2026-106	N	2026-L-072 COMCAST OF NM	\$3,420.00	N
11	2026-107	N	2026-L-073 COMCAST OF NM	\$3,420.00	N
12	2026-108	N	2026-L-074 COMCAST OF NM	\$257.93	N

ROU
License
List

13	2026-109	N	2026-L-075 COMCAST OF NM	\$4,180.00		Y
			TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LA UNION MAIN CANAL AT APPROXIMATE STATION 887+50		N	
14	2026-110	N	2026-L-076 COMCAST OF NM	\$3,420.00		Y
			TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE UPPER CHAMBERINO LATERAL AT APPROXIMATE STATION 236+75		N	
			TOTAL CHARGED \$ (NO LAND FEE WAIVER)	\$47,960.83	N	Y
			TOTAL WAIVED \$ (REQUESTING LAND FEE WAIVER)	\$0.00	Y	Y
			TOTAL \$	\$47,960.83	N	Y

Closed Session

Director Colquitt III moved, and the motion was seconded by Secretary Garay to go into closed session. Directors Garay, Crist, Daviet, Sloan, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The 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:

- Texas v. NM (USSC)
- Adjudication Issues
- PRC El Paso Electric Rate Increase
- WQCC Surface Water Rule Making
- NM v US CV691
- Other Threatened/Pending Litigation
- Motion to come out of closed session

Director Colquitt III moved, and the motion was seconded by Secretary Garay to come out of closed session. Directors Garay, Crist, Daviet, Sloan, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously. President Rovirosa noted the only matters discussed in closed session were the items identified in the motion to go into closed session and that no action was taken.

Adjournment

There being no further business, Secretary Garay moved, and the motion was seconded by Director Clayshulte Jr. to adjourn the meeting. Directors Garay, Crist, Daviet, Sloan, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously. The meeting was adjourned at 12:40 PM.

The next meeting of the Board of Directors will be held on July 8, 2026, beginning at 9 AM at EBID office located at 530 S Melendres St., Las Cruces, NM.

Rafael Rovirosa, PresidentDateRandy Garay, SecretaryDate

Closed
Session

Open
Session

Adjourn

Elephant Butte Irrigation District

Cash Report as of June 30, 2026

	Balance 6/30/2026	Balance 6/30/2025	Balance 6/30/2024
Cash - Bank	\$ 565,721	\$ 3,306,772	\$ 322,801
Investments - NM State Treasurer	\$ 9,485,377	\$ 7,156,788	\$ 8,298,151
Cash balance bank	\$ 10,051,098	\$ 10,463,561	\$ 8,620,953

	Balance 6/30/2026	Balance 6/30/2025	Balance 6/30/2024
Cash - Book			
Cash	\$ 374,721	\$ 1,121,330	\$ 240,389
Invest	\$ 9,485,377	\$ 7,156,788	\$ 8,298,151
Cash balance book	[1] \$ 9,860,098	\$ 8,278,118	\$ 8,538,540

	Operating Investment Activity YTD 2026	Operating Investment Activity YTD 2025	Operating Investment Activity YTD 2024
Balance	\$ 6,291,071	\$ 5,449,673	\$ 3,075,628
Plus: interest	\$ 194,306	\$ 207,116	\$ 222,523
Plus: Transfers In	\$ 6,500,000	\$ 5,500,000	\$ 6,600,000
Less: Transfers Out	\$ (3,500,000)	\$ (4,000,000)	\$ (1,600,000)
	\$ 9,485,377	\$ 7,156,788	\$ 8,298,151

[1] The book balance for cash is an estimate as we are currently transitioning out of quickbooks and into Intacct for bank recs.

	Difference in 2026-2025	Difference in 2025-2024
	\$ 1,581,980	\$ (260,422)

Interest rate on investments for June 2026:	3.66%
Percent of 2026 Assessment received to date: ~	95%

Current month uncommon large payments:

WRRRI grant payments-awaiting reimbursement	
ISC equipment purchases-awaiting reimbursement	\$ 886,752

Current month uncommon large receipts:

Auction proceeds received in June	
Income from outside job	
ISC grant proceeds	\$ 93,634
WRRRI grant proceeds	\$ 471,660



HUMAN RESOURCES & SAFETY DEPARTMENT

STAFF REPORT

FOR THE JULY BOARD MEETING

HUMAN RESOURCES

EMPLOYEES

- ⇒ **Current Total Employee Count = 82**
- ⇒ **Current/Upcoming Job Openings**
 - Equipment Operator—Basic North (1)
 - Finance - Purchasing (1)
- ⇒ **Pending Job Openings**
 - Ditchrider—South (3)
 - Ditchrider—North (1)
 - Ditchrider—Central (1)
- ⇒ **Hired—Job Offers**
 - Equipment Operators, CSR—Tax, Maint Support
- ⇒ **Testing/Interviewing**
 - Equipment Operator

EMPLOYMENT INFORMATION

- ⇒ **YEARS OF SERVICE**

> 30 YEARS	7 Employees
21 – 30 YEARS	11 Employees
10 – 20 YEARS	10 Employees
< 10 YEARS	54 Employees

Board Recognition for Employees – JULY

- None

Years of Service Recognition – JULY

Irrigation Systems

Albert Borunda (Central)	27 years 07/12
Nick Carrejo (Central)	7 years 07/21

Maintenance

David Hernandez (North)	33 years 07/01
Chris Holguin (Central)	31 years 07/12
Dominic Carrera	3 years 07/24

Finance

Isaiah Narvaez (Tax)	1 year 07/14
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SAFETY

UPCOMING TRAINING

- ⇒ Weekly tailgate safety trainings with employees
- ⇒ Defensive Driving Training for Employees
 - July 14, 2026—scheduling new employees
 - August 11, 2026—scheduling new employees
- ⇒ Joah is finalizing security equipment for Las Cruces, Hatch and Chamberino yards with ISC Grant

OTHER

- ⇒ **FMLA/Disability/Leave of Absence**
 - 4 Employees – FMLA Intermittent
 - 1 Employees—FMLA
- ⇒ **Upcoming FMLA**
 - 1 Employees (July)
- ⇒ **Worker's Compensation**
 - 1 Employee—Light Duty
- ⇒ **Upcoming Events**

4th of July (Office Closed on Friday)	07/03
Monsoon Season	~ 06/15—09/15



UPCOMING RETIREMENTS Congratulations!

Marty Lucero (Finance-Tax) 11 years

July 3, 2026

ISC report - <https://arcg.is/5nTeG1>

QR code below to share access:





EBID - ISC 2nd Quarter Report

March - June 30th 2026

June 24, 2026

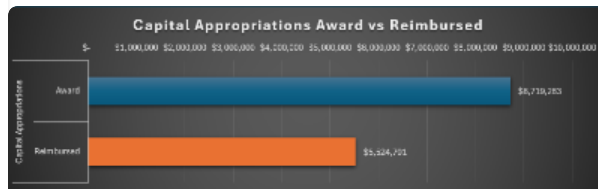
QR Code to Access on Your Phone



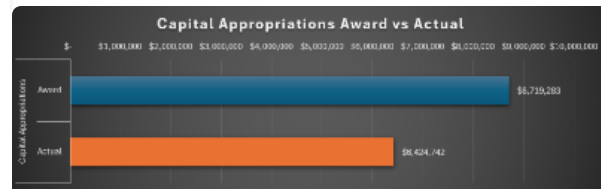
Capital Appropriations

Capital Appropriations							Some Values Based on Current Estimates		
Paid Status	Reimbursement Received	Description	Est. Total	Total YTD	Difference	Variance	Actual YTD	Reimbursement Received YTD	Outstanding Reimbursement YTD
☒	☒	John 372 2.5 - yard bucket	\$ 1,124,394	\$ 1,124,394	\$ 225,630	19.7%	\$ 1,124,394	\$ 108,398	\$ 214,396
☒	☒	50,000 lb. Deere (200 ID) with rippers and brush rake	\$ 400,000	\$ 407,236	\$ (7,236)	-3.8%	\$ 407,236	\$ 496,106	\$ 11,330
☒	☒	John Deere 750 ripper	\$ 300,000	\$ 432,445	\$ (132,445)	-44.1%	\$ 432,445	\$ 424,585	\$ 7,860
☒	☒	Motor grader 228 size	\$ 400,000	\$ 277,326	\$ 122,674	30.4%	\$ -	\$ -	\$ -
☒	☒	Large, tracked skid steer, equivalent to John Deere 332 or 335	\$ 225,000	\$ 157,280	\$ 67,720	30.2%	\$ -	\$ -	\$ -
☒	☒	Tractor trailer low-boy 60 ton "flat" trailer	\$ 150,000	\$ 150,000	\$ 0	0.0%	\$ 150,000	\$ -	\$ 150,000
☒	☒	John Deere 7000 series 6x6 tractor w/500-gallon capacity without nozzles.	\$ 180,000	\$ 87,008	\$ 92,992	51.7%	\$ -	\$ -	\$ -
☒	☒	Disc for ID Tractor	\$ 150,000	\$ 21,608	\$ 128,392	85.6%	\$ -	\$ -	\$ -
☒	☒	30' goose neck trailer	\$ 45,000	\$ 30,268	\$ 14,732	32.7%	\$ -	\$ -	\$ -
☒	☒	Rock Grizzly	\$ 25,000	\$ 21,290	\$ 3,710	14.8%	\$ -	\$ -	\$ -
☒	☒	Spray Trailer	\$ 50,000	\$ 7,480	\$ 42,520	85.0%	\$ -	\$ -	\$ -
☒	☒	Side dump trailer	\$ 180,000	\$ 76,232	\$ 103,768	57.6%	\$ 76,232	\$ -	\$ 76,232
☒	☒	Peterbilt Tractor Chassis	\$ 350,000	\$ 279,837	\$ 70,163	20.0%	\$ 279,837	\$ -	\$ 279,837
☒	☒	Fandom axle Dump Trucks	\$ 750,000	\$ 687,248	\$ 62,752	8.4%	\$ 687,248	\$ 667,248	\$ -
☒	☒	Long reach excavator Volvo 250 equivalent 70' reach attachment 33' sheep feed compactor	\$ 480,000	\$ 281,842	\$ 198,158	41.3%	\$ 281,842	\$ 281,842	\$ -
☒	☒	Single axle Dump Truck	\$ 185,000	\$ 162,656	\$ 22,344	12.4%	\$ -	\$ -	\$ -
☒	☒	1 Ton 4x4 truck Extended Cab <i>One Paid</i>	\$ 250,000	\$ 188,163	\$ 61,837	24.7%	\$ 188,163	\$ 188,163	\$ -
☒	☒	4000-gallon tandem water truck	\$ 200,000	\$ 248,930	\$ (48,930)	-24.5%	\$ 248,930	\$ 248,930	\$ -
☒	☒	Small service truck or service trailer	\$ 125,000	\$ 62,838	\$ 62,162	50.0%	\$ -	\$ -	\$ -
☒	☒	Mobile impact crusher	\$ 1,000,000	\$ 1,000,000	\$ -	0.0%	\$ -	\$ -	\$ -
☒	☒	Plasma Cutter	\$ 55,000	\$ 50,995	\$ 4,005	7.3%	\$ 50,995	\$ 50,995	\$ -
☒	☒	Fabrication Sheet Metal Rollar	\$ 65,000	\$ 65,000	\$ -	0.0%	\$ -	\$ -	\$ -
☒	☒	Forestry Mulcher / Mower	\$ 180,000	\$ 257,403	\$ (77,403)	-43.0%	\$ 257,403	\$ 257,403	\$ -
☒	☒	Back Hoe ID 425P	\$ 150,000	\$ 133,140	\$ 16,860	11.2%	\$ -	\$ -	\$ -
☒	☒	Attachments for Volvo L135 - Material handling forks, brush rake grapple	\$ 180,000	\$ 64,130	\$ 115,870	64.4%	\$ -	\$ -	\$ -
☒	☒	Top-Con GPS & Rover	\$ 60,000	\$ 42,304	\$ 17,696	29.3%	\$ 42,304	\$ 42,304	\$ -
☒	☒	84x - 95x lb. Excavator Equivalent to John Deere 350, 36"	\$ 500,000	\$ 508,115	\$ (8,115)	-1.6%	\$ 508,115	\$ 508,115	\$ -
☒	☒	Rolling vibratory Compactor with Roll foot drum, equivalent to Volvo SD70D-90"	\$ 150,000	\$ 186,540	\$ (36,540)	-24.4%	\$ 186,540	\$ 186,540	\$ -
☒	☒	Loader, equivalent to 444 John Deere with 4 - yard bucket	\$ 300,000	\$ 292,354	\$ 7,646	2.5%	\$ 292,354	\$ 292,354	\$ -
☒	☒	2 large off-road articulating 30-yard dump trucks ordered with 3-yr Warranty	\$ 800,000	\$ 932,242	\$ (132,242)	-16.5%	\$ 932,242	\$ 932,242	\$ -
☒	☒	Deere L56AR	\$ 60,000	\$ 65,941	\$ (5,941)	-9.9%	\$ 65,941	\$ 65,941	\$ -
☒	☒	Skid Steer Forks - skid steer	\$ 20,000	\$ 2,846	\$ 17,154	85.8%	\$ 2,846	\$ 2,846	\$ -
☒	☒	3rd lane Grapple	\$ 160,000	\$ 139,430	\$ 20,570	12.9%	\$ 139,430	\$ 139,430	\$ -
☒	☒	Robotic Camshaft Camera	\$ 30,000	\$ 30,000	\$ -	0.0%	\$ -	\$ -	\$ -
☒	☒	Construction Supplies	\$ 250,000	\$ 250,000	\$ -	0.0%	\$ -	\$ -	\$ -
☒	☒	Hel-co 12 - gauge aluminum pipe 40' 60' 72' in diameter	\$ 50,000	\$ 50,000	\$ -	0.0%	\$ -	\$ -	\$ -
			\$ 5,345,948	\$ 5,355,138	\$ (9,190)	-0.2%	\$ 5,355,138	\$ 5,355,138	\$ -

Capital Appropriations



Compares the SC maximum award limit to total reimbursed to EBD by ISC.



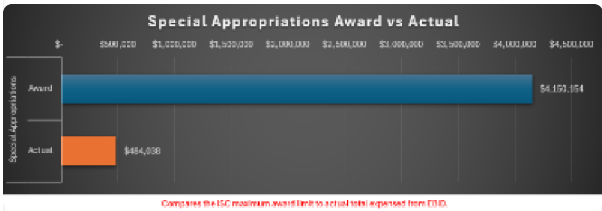
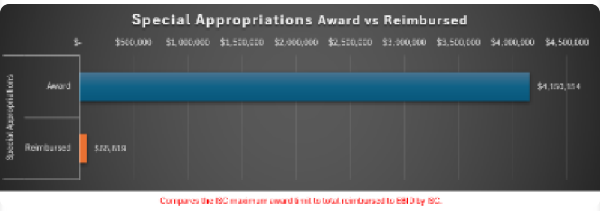
Compares the SC maximum award limit to actual total projected from EBD.

Special Appropriations

Special Appropriations						
*Some Values Based on Current Estimates						
Paid Status	Reimbursement Received	Description	Est. Total	Total YTD	Difference	Variance
☒	☒	Crate tooling	\$ 68,300	\$ 22,943	\$ 37,356	65.0%
☐	☐	Equipment Service Licensing	\$ 54,300	\$ 56,000	\$ -	0.0%
☐	☐	Fuel Injector Pump Hardware	\$ 54,300	\$ 56,383	\$ 14,383	-8.1%
☐	☐	EBID Integrated Water Models	\$ 400,300	\$ 400,000	\$ -	0.0%
☒	☐	Boat Crew Salaries & Wages	\$ 1,516,543	\$ 340,891	\$ 1,375,248	84.1%
☐	☐	Boat Crew Salaries & Wages	\$ 833,298	\$ 161,822	\$ 671,476	88.6%
☐	☐	Boat Assessment Costs	\$ 992,515	\$ 992,515	\$ -	0.0%
☐	☐	EBID Fuel Reimbursement	\$ 184,202	\$ 184,202	\$ -	0.0%
☐	☐	Security equipment	\$ 60,000	\$ 60,000	\$ -	0.0%
			\$ 4,336,154	\$ 2,176,134	\$ 1,679,498	
			\$ 14,435,154	\$ 11,505,963		

Actuals YTD	Reimbursement Received YTD	Outstanding Reimbursement YTD
\$ 22,943	\$ 7,436	\$ 15,507
\$ -	\$ -	\$ -
\$ 56,383	\$ 56,383	\$ -
\$ -	\$ -	\$ -
\$ 340,891	\$ -	\$ -
\$ 161,822	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ 484,816	\$ 63,819	\$ 15,363

Special Appropriations



Total Estimated Costs If Outsourced



9.46M

Total Estimated Costs If Outsourced

Dam Summary



4.78M

Total Estimated Dam
Maintenance Costs If Outsourced



191,500

Total Cubic Yards of
Sediment Removed

Drain Summary



4.68M

Total Estimated Drain
Maintenance Costs If Outsourced



85,962

Total Drain Length
Completed (Linear Feet)

Site Location: Lucero Dam

Project Description: The purpose of this project is to restore Lucero Dam to normal operating conditions. Work will include removal of accumulated sediment and vegetation, inspection of existing structures to identify repair or replacement needs, and reshaping the drain to restore optimal hydraulic performance. The project will also include review of applicable licensing, encroachment, and right-of-way documentation, as well as locating utilities and crossings along the dam.

STATUS: COMPLETE



\$4.5M

Estimated Cost if Outsourced (\$25/cy)



180,000

Sediment Removed (Cubic Yards)



2223

Project Total Equipment Hours





Site Location: Hammett Dam

Project Description: The purpose of this project is to restore Hammett Dam to normal operating conditions. Work will include removal of accumulated sediment and vegetation, inspection of existing structures to identify repair or replacement needs, and reshaping the damaged auxillary spillway to restore optimal hydraulic performance. The project will also include review of applicable licensing, encroachment, and right-of-way documentation, as well as locating utilities and crossings along the dam.

STATUS: ON GOING

 **\$288k**
Estimated Cost if Outsourced (\$25/cy)

 **11,500**
Sediment Removed (Cubic Yards)

 **1801**
Project Total Equipment Hours





Site Location: Rincon Drain

Project Description: The purpose of this project is to restore Rincon Drain to normal operating conditions. Work will include removal of accumulated sediment and vegetation, inspection of existing structures to identify repair or replacement needs, and reshaping the drain to restore optimal hydraulic performance. The project will also include review of applicable licensing, encroachment, and right-of-way documentation, as well as locating utilities and crossings along the dam.

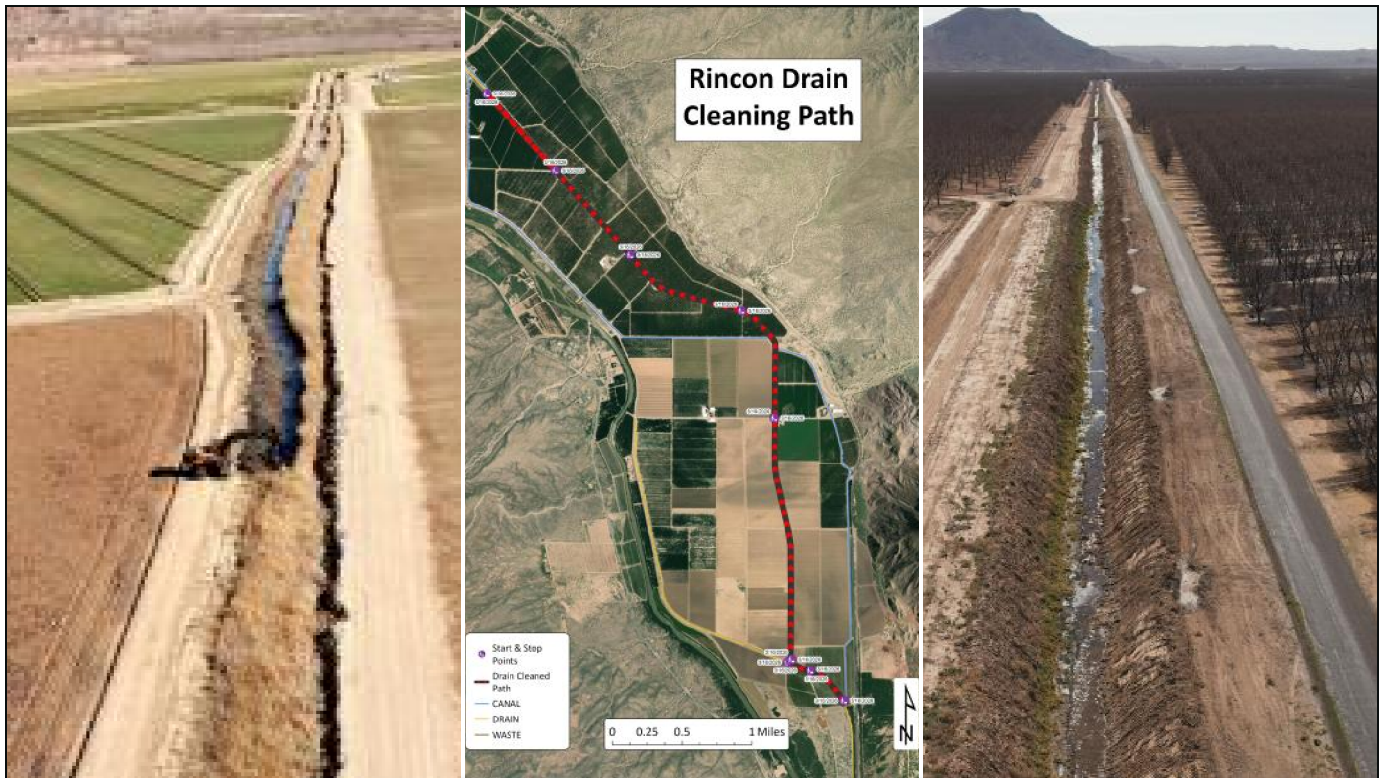
STATUS: ON HOLD

 **\$1.1M**
Estimated Cost if Outsourced (\$45/lf)

 **24,922**
Drain Length Completed (Linear Feet)

 **113**
Project Total Equipment Hours





Site Location: Leasburg/Hill Drain

Project Description: The purpose of this project is to restore the intersection of the Leasburg Drain and the Hill Drain where an unexpected break had occurred, back normal operating conditions. For the replacement, 12ga 60 in diameter aluminized corrugate pipe was utilized with an estimated useful life of 40 years. Work included removal of accumulated sediment and vegetation, replacement of existing damaged structures, and reshaping the drains to restore optimal hydraulic performance.

STATUS: COMPLETE

 **\$80k**
Estimated Cost if Outsourced

 **90 linear ft**
Length of culvert replaced

 **209**
Project Total Equipment Hours





Site Location: Park Drain

Project Description:

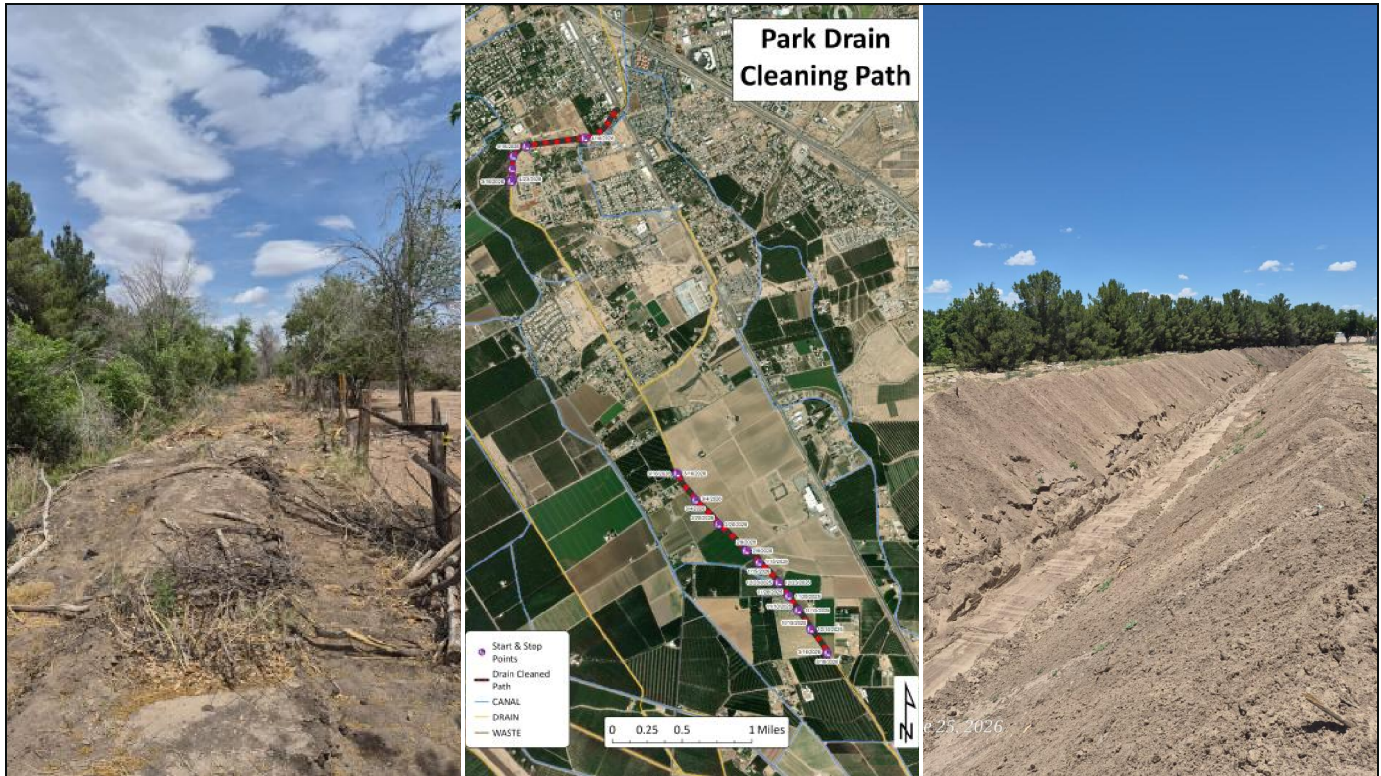
The purpose of this project is to restore Park Drain to normal operating conditions. Work will include removal of accumulated sediment and vegetation, inspection of existing structures to identify repair or replacement needs, and reshaping the drain to restore optimal hydraulic performance. The project will also include review of applicable licensing, encroachment, and right-of-way documentation, as well as locating utilities and crossings along the dam. STATUS: ON GOING

 **\$550k**
Estimated Cost if Outsourced (\$45/lf)

 **12,200**
Drain Length Completed (Linear Feet)

 **189**
Project Total Equipment Hours





Site Location: West Drain

Project Description: The purpose of this project is to restore West Drain to normal operating conditions. Work will include removal of accumulated sediment and vegetation, inspection of existing structures to identify repair or replacement needs, and reshaping the drain to restore optimal hydraulic performance. The project will also include review of applicable licensing, encroachment, and right-of-way documentation, as well as locating utilities and crossings along the dam.

STATUS: ON GOING



\$2M

Estimated Cost if Outsourced (\$45/lf)



46,650

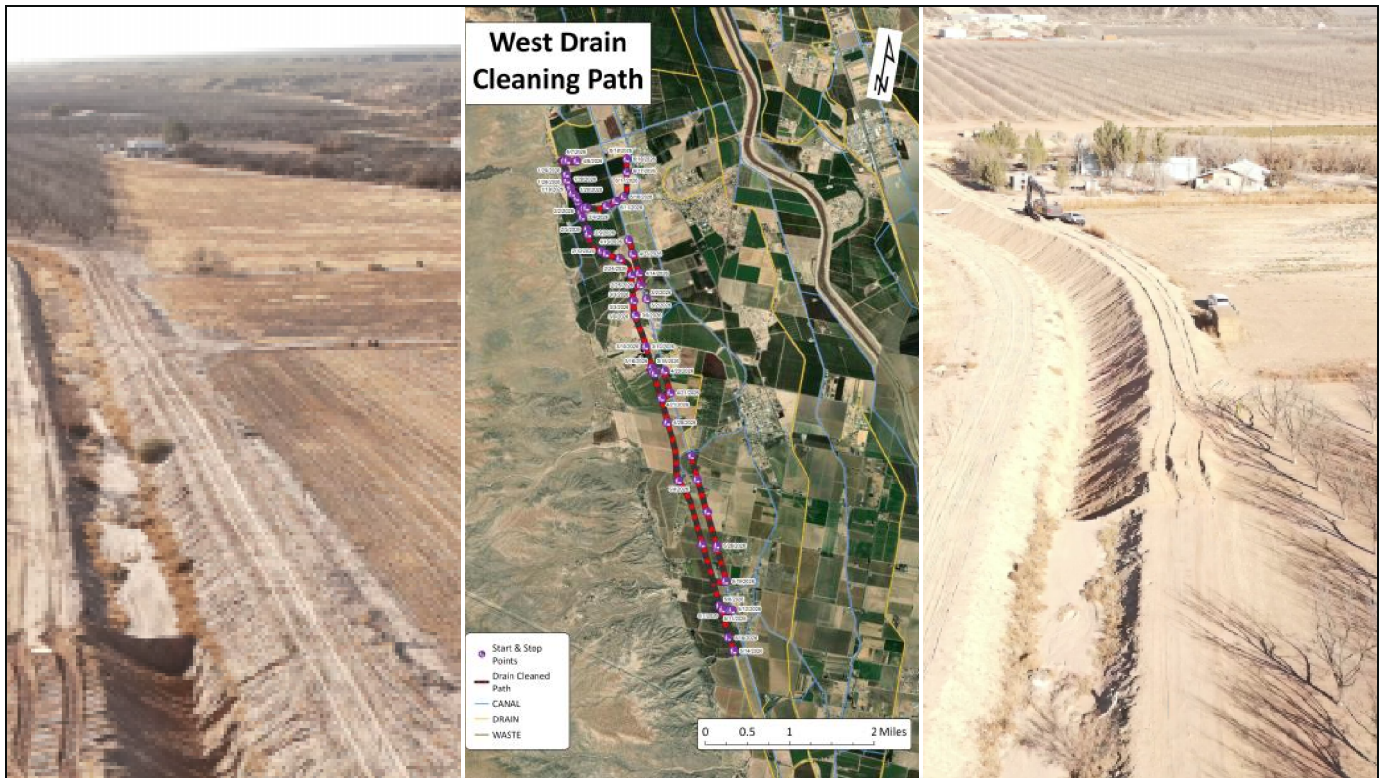
Drain Length Completed (Linear Feet)



255

Project Total Equipment Hours





Site Location: Hatch Drain

Project Description: The purpose of this project is to restore Hatch Drain to normal operating conditions. Work will include removal of accumulated sediment and vegetation, inspection of existing structures to identify repair or replacement needs, and reshaping the drain to restore optimal hydraulic performance. The project will also include review of applicable licensing, encroachment, and right-of-way documentation, as well as locating utilities and crossings along the dam.

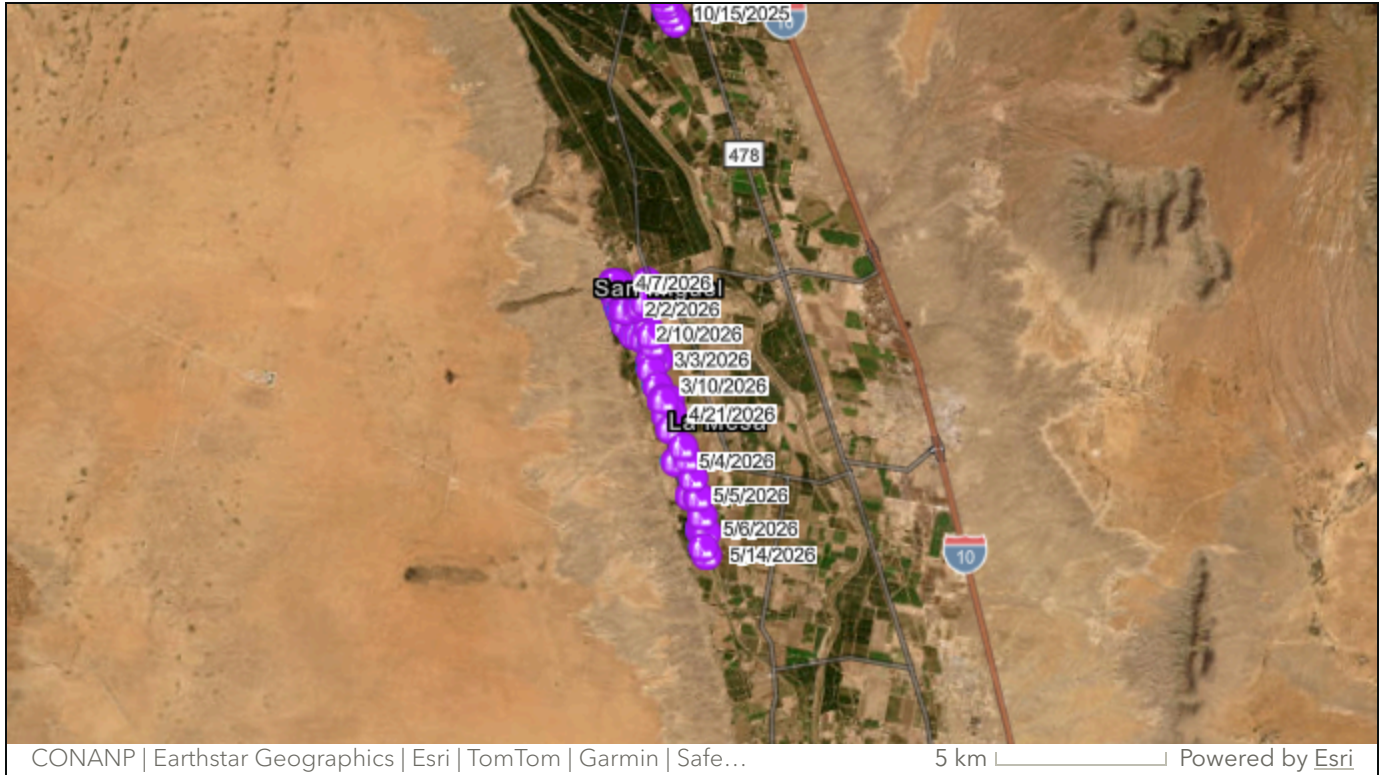
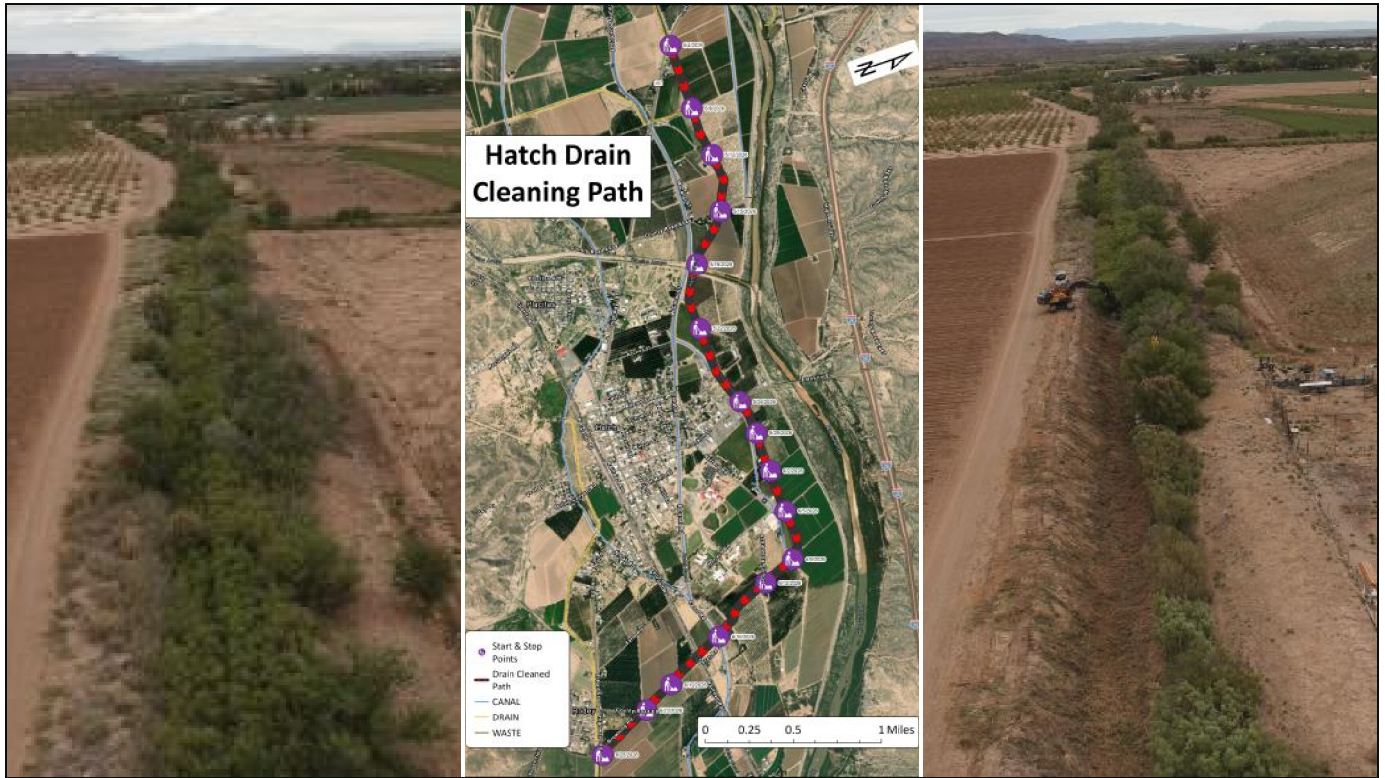
STATUS: ON GOING

 **\$950k**
Estimated Cost if Outsourced (\$45/lf)

 **21,000**
Drain Length Completed (Linear Feet)

 **143**
Project Total Equipment Hours

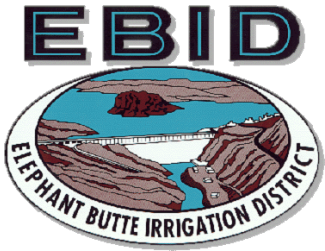




Next Quarter Outlooks

- **Hammet Dam**
 - Sediment removal, reshaping, refacing, debrushing, structure repairs as needed
- **Rhodey Dam**
 - Sediment removal, reshaping, refacing, debrushing, structure repairs as needed
- **Filmore Dam**
 - Sediment removal, reshaping, refacing, debrushing, structure repairs as needed
- **Hatch Drain**
 - Sediment removal, mowing, mulching reshaping, potential culvert replacement
- **Park Drain**
 - Sediment removal, mowing, mulching reshaping, potential culvert replacement
- **West Drain**
 - Sediment removal, mowing, mulching reshaping, potential culvert replacement

	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 - JULY 8th, 2026 BOARD MEETING						
1	2026-113	N	2026-L-079 COMCAST OF NM TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE EASTSIDE MAIN CANAL AT APPROXIMATE STATION 24+00	\$3,800.00	N	Y
2	2026-114	N	2026-L-080 COMCAST OF NM TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE NEWSOME LATERAL AT APPROXIMATE STATION 13+48 (FIRST CROSSING)	\$3,420.00	N	Y
3	2026-115	N	2026-L-081 COMCAST OF NM TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE NEWSOME LATERAL AT APPROXIMATE STATION 13+48 (SECOND CROSSING)	\$3,420.00	N	Y
4	2026-116	N	2026-L-082 COMCAST OF NM TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE NEWSOME LATERAL AT APPROXIMATE STATION 7+56	\$3,420.00	N	Y
			TOTAL CHARGED \$ (NO LAND FEE WAIVER)	\$14,060.00	N	Y
			TOTAL WAIVED \$ (REQUESTING LAND FEE WAIVER)	\$0.00	Y	Y
			TOTAL \$	\$14,060.00		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: 2026-113

License Number: 2026-L-079

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: JULY 8, 2026

To: JULY 8, 2036

Month Day Year

Licensee (Name and address)

COMCAST OF NEW MEXICO, LLC

4611 MONTBEL PLACE NE

ALBUQUERQUE, NEW MEXICO 87107

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

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE EASTSIDE MAIN CANAL AT APPROXIMATE STATION 24+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 NE $\frac{1}{4}$ OF NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 18, 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.)

- BURIED CROSSINGS MUST BE CONSTRUCTED NO LESS THAN 5 FEET BELOW THE CANAL DESIGN INVERT
- BURIED CROSSINGS MUST BE ENCASED THROUGHOUT EBID RIGHT OF WAY
- NO CONSTRUCTION ALLOWED DURING IRRIGATION SEASON FOR BURIED CROSSINGS
- SEE ATTACHED DRAWING "D" FOR EBID CONSTRUCTION DETAILS

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: JULY 8, 2026

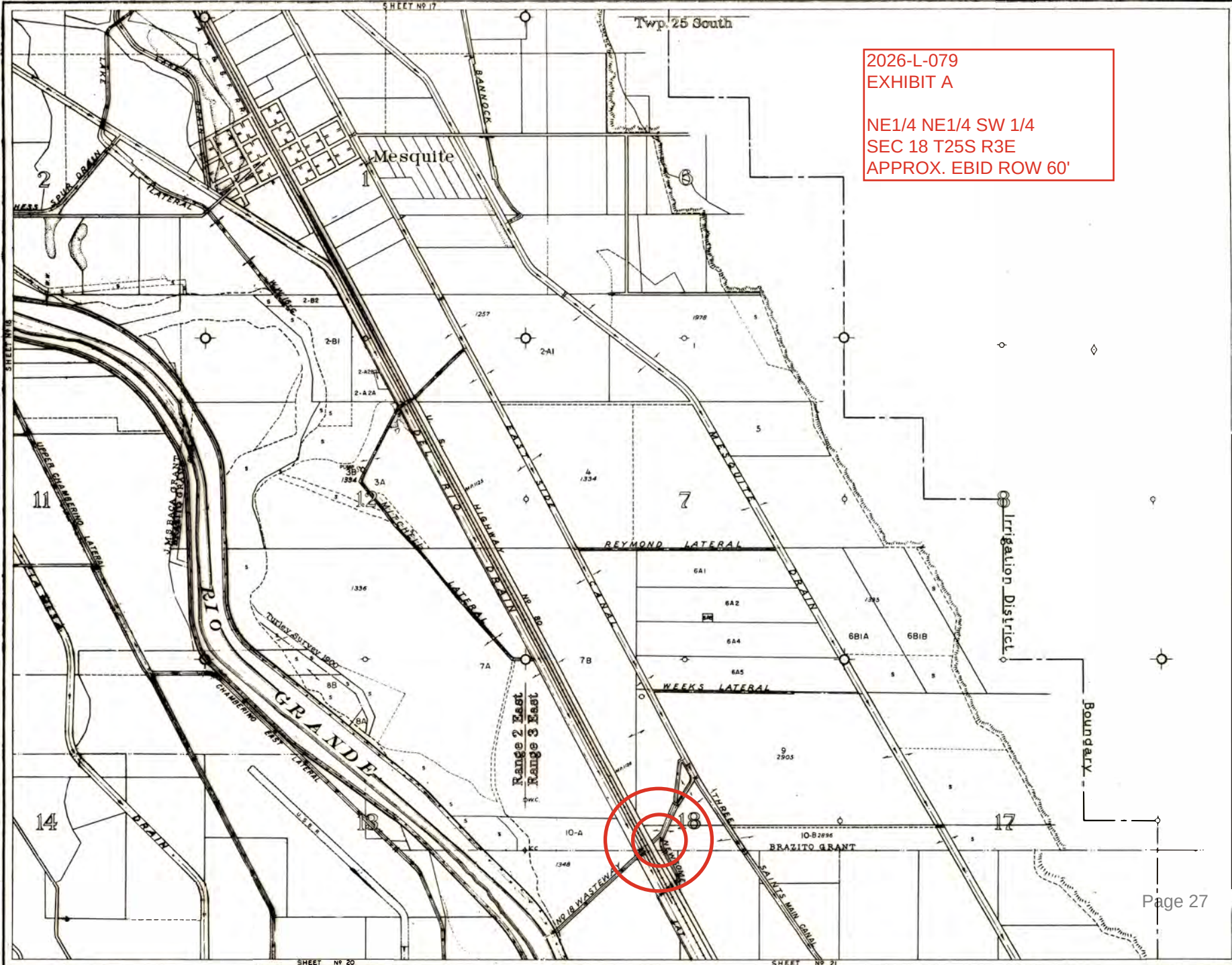
Approved by EBID Board of Directors

SIGNATURE/DATE: _____

Approved by EBID Engineer

2026-L-079
EXHIBIT A

NE1/4 NE1/4 SW 1/4
SEC 18 T25S R3E
APPROX. EBID ROW 60'



Page 27

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

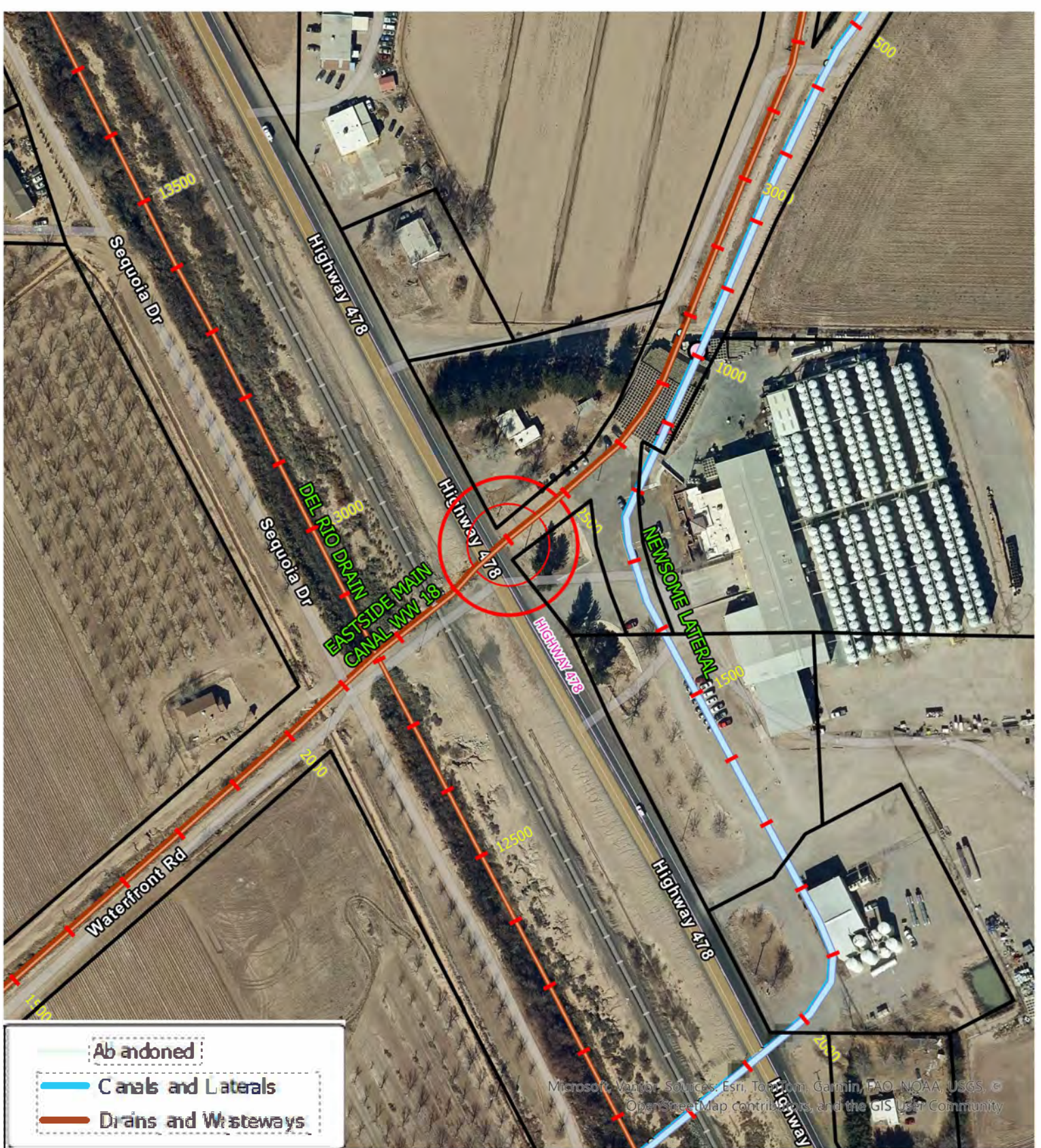
AUTHORITIES
Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from the best information available (Private surveys, Deed Notes, etc.) but with no assurance that they are either authentic or valid.

SCALE
T 25S R 283E
DATE 1934
REVISED 1960

PROPERTY NUMBERS
Project Serial No. of a Property is the Sheet No. followed by Tract No. thus, 19.9, 19 being the No. of this sheet, 9 being the Tract No. on this sheet. Dona Ana Co. Plat. No.

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

MESILLA VALLEY
SHEET — 19
SOUTH OF MESQUITE



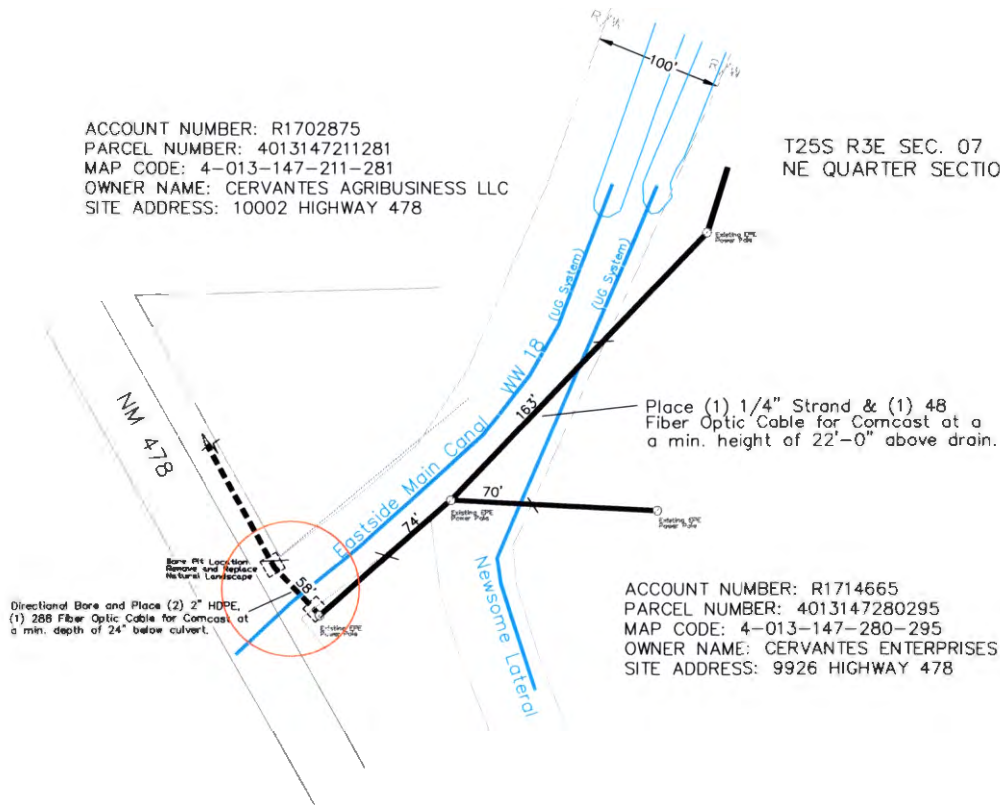
2026-L-079
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING
THE EASTSIDE MAIN CANAL AT APPROXIMATE STATION 24+00
APPROX. EBID ROW 60'



ACCOUNT NUMBER: R1702875
 PARCEL NUMBER: 4013147211281
 MAP CODE: 4-013-147-211-281
 OWNER NAME: CERVANTES AGRIBUSINESS LLC
 SITE ADDRESS: 10002 HIGHWAY 478

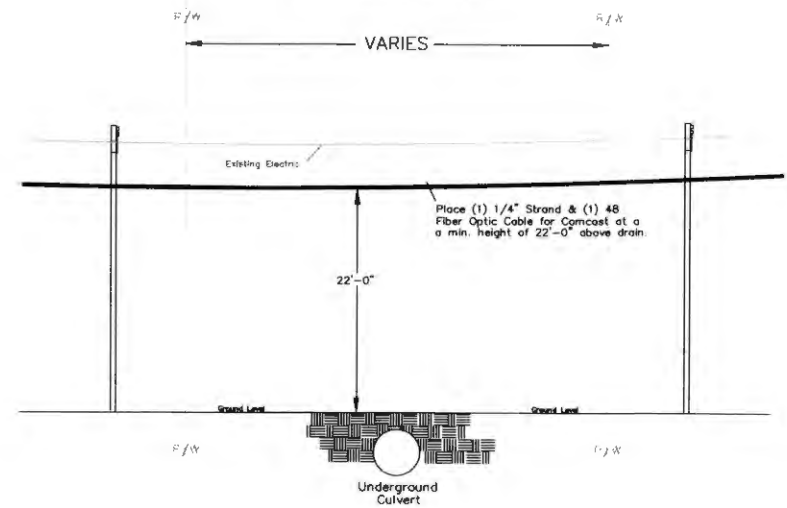
T25S R3E SEC. 07
 NE QUARTER SECTION



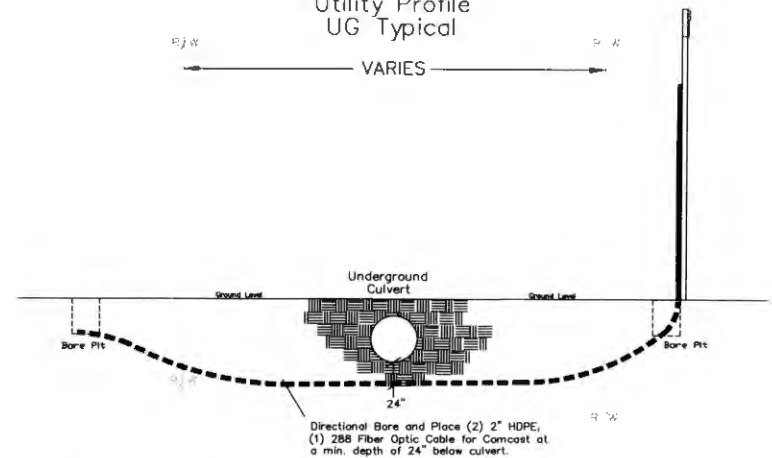
ACCOUNT NUMBER: R1714665
 PARCEL NUMBER: 4013147280295
 MAP CODE: 4-013-147-280-295
 OWNER NAME: CERVANTES ENTERPRISES INC
 SITE ADDRESS: 9926 HIGHWAY 478

Note:
 Contractor is responsible for providing
 Proof of Insurance to EBID and for
 Locating all existing Utilities at time of
 Construction. Utility & P/W Locations
 Shown on Map are Approximate Only,
 taken from available Utility & Plat Maps
 and Utility Spots still visible in Field.

Utility Profile
 Aerial Typical



Utility Profile
 UG Typical

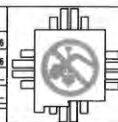


Communication
 Network Solutions
 (505) 238-0404

DONA ANA COUNTY				

Comcast

APPROVAL RECORD	
DESIGNED	Y. HARRISON 05/08/26
CHECKED	Y. HARRISON 05/08/26
APPROVED	---
SCALE	NTS

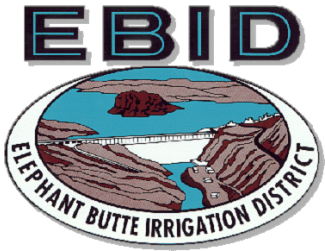


NEW MEXICO
 ONE CALL
 SYSTEM, INC.
 CALL BEFORE
 YOU DIG !
 (505) 260-1990



JB2007839

JB Number: JB 2007839 EBID Permit Drawing	
FILE NAME	
CONFIG.	.DWG
DRAWING 1	OF 1



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: 2026-114

License Number: 2026-L-080

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: JULY 8, 2026

To: JULY 8, 2036

Month Day Year

Licensee (Name and address)

COMCAST OF NEW MEXICO, LLC

4611 MONTBEL PLACE NE

ALBUQUERQUE, NEW MEXICO 87107

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

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE NEWSOME LATERAL AT APPROXIMATE STATION 13+48 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 NE¹/₄ OF THE SW¹/₄ OF SECTION 18, 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.)

- FIRST AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE THE BANK NO LESS THAN 22 FEET.
- SEE ATTACHED DRAWING "D" FOR EBID CONSTRUCTION DETAILS

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: JULY 8, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer

FIRST CROSSING
NE1/4 NE1/4 SW1/4
SEC 18 T25S R3E
APPROX. EBID ROW 50'



EXPLANATION Canals Levees Drains Suspended Areas Roads Community and Private Ranges Various Classifications High Land Limits of Irrigable Area Sand Valley Land	AUTHORITIES Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from the best information available (Private Surveys, Dead Notes, etc.) but with the assurance that they are either authentic or valid.	SCALE 0 500' 1000' 1500' 2000' T 25S R 28E DATE 1934 REVISED 1960	PROPERTY NUMBERS Project Serial No. of a Property is the Sheet No. followed by Tract No. thus, 19, 9, 19 being the No. of this sheet, 9 being the Tract No. on this sheet, Doña Ana Co. Plat. No.	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT	MESILLA VALLEY SHEET — 19 SOUTH OF MESQUITE
--	--	---	--	--	---



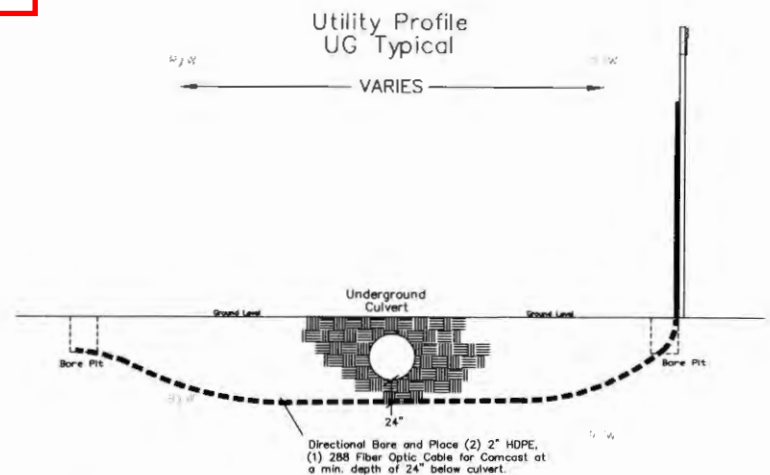
2026-L-080
EXHIBIT B

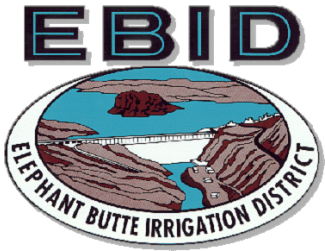
FIRST CROSSING - TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE NEWSOME LATERAL AT APPROXIMATE STATION 13+48, APPROX. EBID ROW 50'

T25S R3E SEC. 07
NE QUARTER SECTION



Note
Contractor is responsible for providing
Proof of Insurance to EBID and for
Locating all existing Utilities at time of
Construction. Utility & R/W Locations
Shown on Map are Approximate Only,
taken from available Utility & Plat Maps
and Utility Spots still visible in Field.





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: 2026-115

License Number: 2026-L-081

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: JULY 8, 2026

To: JULY 8, 2036

Month Day Year

Licensee (Name and address)

COMCAST OF NEW MEXICO, LLC

4611 MONTBEL PLACE NE

ALBUQUERQUE, NEW MEXICO 87107

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

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE NEWSOME LATERAL AT APPROXIMATE STATION 13+48 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 NE¹/₄ OF THE SW¹/₄ OF SECTION 18, 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.)

- SECOND AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE THE BANK NO LESS THAN 22 FEET.
- SEE ATTACHED DRAWING "D" FOR EBID CONSTRUCTION DETAILS

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: JULY 8, 2026

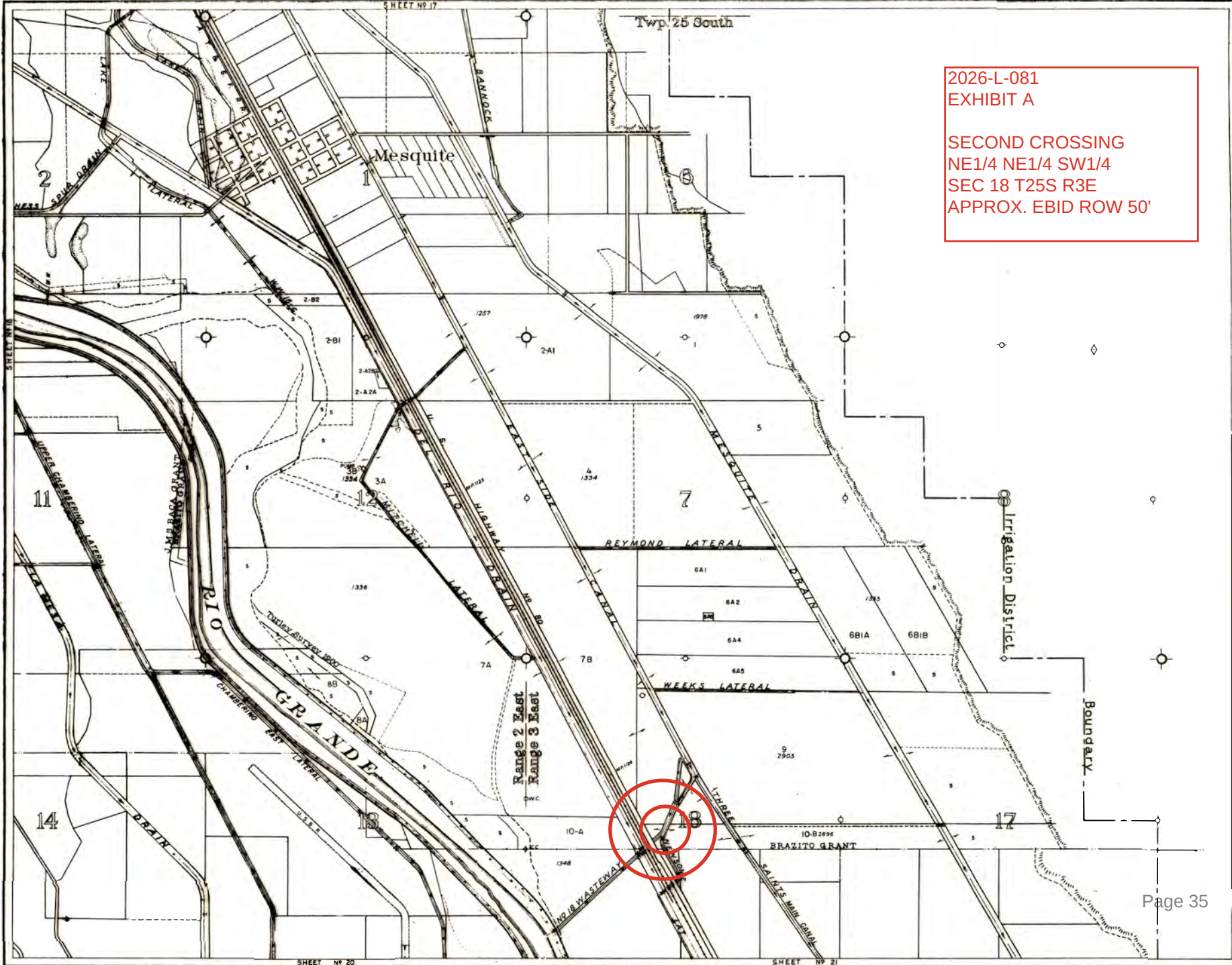
Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer

2026-L-081
EXHIBIT A

SECOND CROSSING
NE1/4 NE1/4 SW1/4
SEC 18 T25S R3E
APPROX. EBID ROW 50'



Page 35

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

AUTHORITIES
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.

SCALE
T 25S R 283E
DATE 1934
REVISED 1960

PROPERTY NUMBERS
Project Serial No. of a Property is the Sheet No. followed by Tract No. thus, 19.9, 19 being the No. of this sheet, 9 being the Tract No. on this sheet, Dona Ana Co. Plat. No.

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

**MESILLA VALLEY
SHEET — 19
SOUTH OF MESQUITE**



2026-L-081
EXHIBIT B

SECOND CROSSING - TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE NEWSOME LATERAL AT APPROXIMATE STATION 13+48, APPROX. EBID ROW 50'



ACCOUNT NUMBER: R1702875
PARCEL NUMBER: 4013147211281
MAP CODE: 4-013-147-211-281
OWNER NAME: CERVANTES AGRIBUSINESS LLC
SITE ADDRESS: 10002 HIGHWAY 478

T25S R3E SEC. 07
NE QUARTER SECTION

- Place (1) 1/4" Strand & (1) 48
Fiber Optic Cable for Comcast at a
a min. height of 22'-0" above drain.

2026-115 / 2026-L-081
SECOND CROSSING

ACCOUNT NUMBER: R1714665
PARCEL NUMBER: 4013147280295
MAP CODE: 4-013-147-280-295
OWNER NAME: CERVANTES ENTERPRISES INC
SITE ADDRESS: 9926 HIGHWAY 478

Note:

Contractor is responsible for providing Proof of Insurance to EBD and for Locating all existing Utilities at time of Construction Utility & R/W Locations Shown on Map are Approximate Only, taken from available Utility & Plat Maps and Utility Spots still visible in Field.

Utility Profile
Aerial Typical

— VARIES

Place (1) 1/4" Strand & (1) 48
Fiber Optic Cable for Comcast at a
a min. height of 22'-0" above drain.

Utility Profile
UG Typical

— VARIES

Underground Subject

Directional Bore and Place (2) 2" HDPE,
(1) 288 Fiber Optic Cable for Comcast at
a min. depth of 24" below culvert.

Communication
Neurological Dyspraxia:

(505) 238-0404

DONA ANA COUNTY

Comcast

APPROVAL RECORD

DESIGNED	Y. HARRISON	DATE	05/08/25
CHECKED	Y. HARRISON	DATE	05/08/25
APPROVED		DATE	
SCALE		NTS	

NEW MEXICO
ONE CALL
SYSTEM, INC.
CALL BEFORE
YOU DIG!
(505) 260-1990



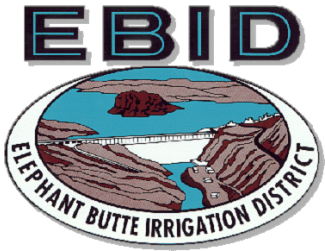
JB2007839

JB Number: JB 2007839 EBID Permit Drowing

FILE NAME

CONFIG.	.DWG
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DRAWING	1	OF	1
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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: 2026-116

License Number: 2026-L-082

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: JULY 8, 2026

To: JULY 8, 2036

Month Day Year

Licensee (Name and address)

COMCAST OF NEW MEXICO, LLC

4611 MONTBEL PLACE NE

ALBUQUERQUE, NEW MEXICO 87107

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

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE NEWSOME LATERAL AT APPROXIMATE STATION 7+56 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 SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 18, 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.)

- AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE THE BANK NO LESS THAN 22 FEET.
- SEE ATTACHED DRAWING "D" FOR EBID CONSTRUCTION DETAILS

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

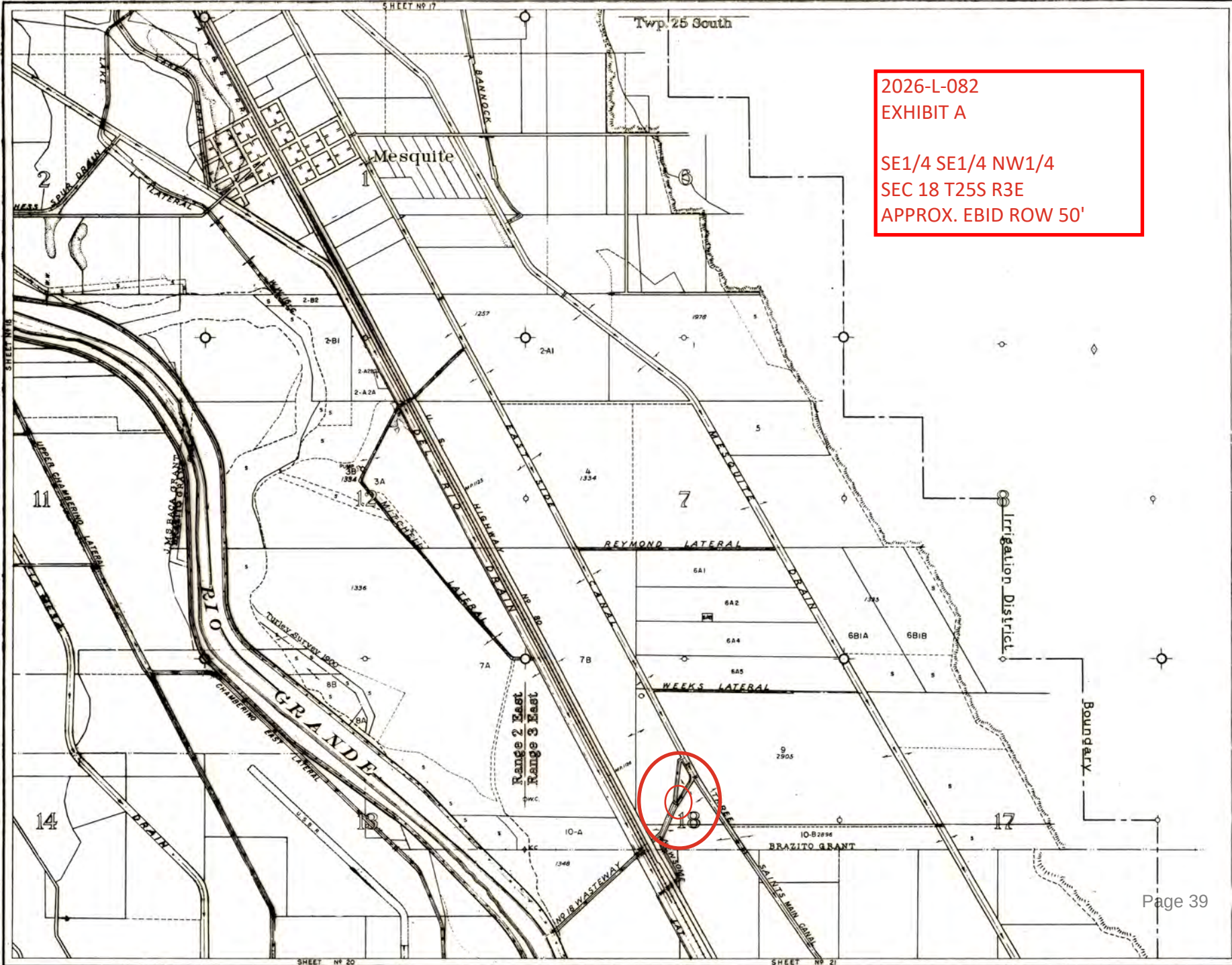
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: JULY 8, 2026

Approved by EBID Board of Directors

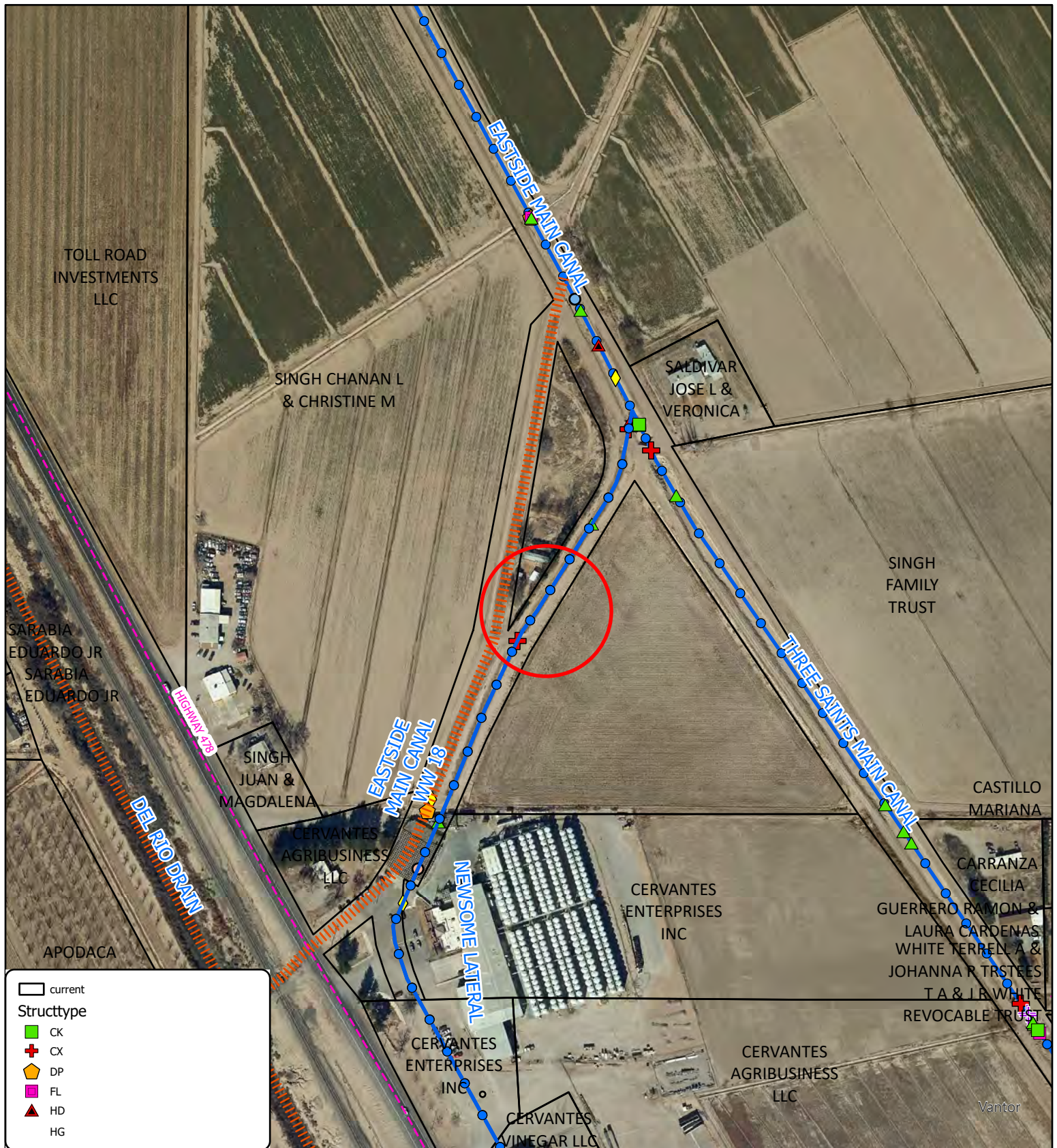
SIGNATURE/DATE: _____

Approved by EBID Engineer



2026-L-082
EXHIBIT A

SE1/4 SE1/4 NW1/4
SEC 18 T25S R3E
APPROX. EBID ROW 50'



2026-L-82
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE
CROSSING THE NEWSOME LATERAL AT APPROXIMATE STATION 7+56,
APPROX. EBID ROW 50'



ACCOUNT NUMBER: R1715732
 PARCEL NUMBER: 4013147260138
 MAP CODE: 4-013-147-260-138
 OWNER NAME: SINGH CHANAN L & CHRISTINE M
 SITE ADDRESS: 10118 HIGHWAY 478

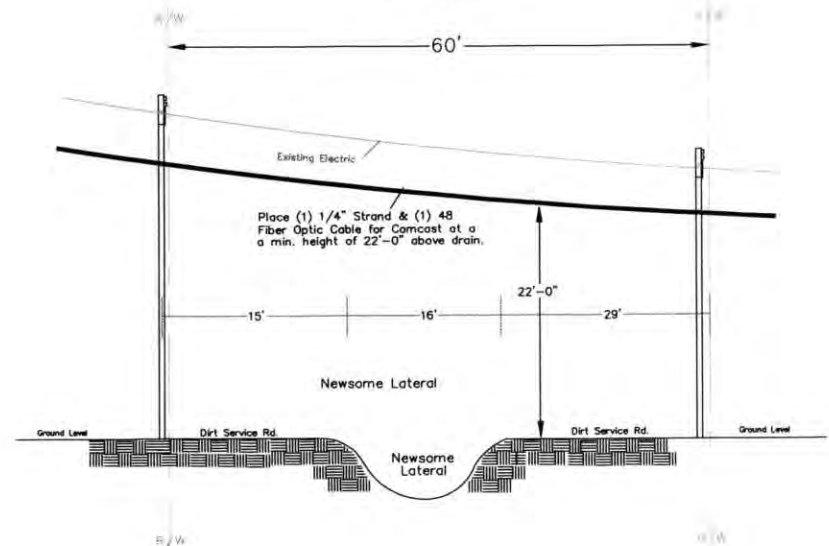
T25S R3E SEC. 07
 NE QUARTER SECTION

ACCOUNT NUMBER: R1715732
 PARCEL NUMBER: 4013147260138
 MAP CODE: 4-013-147-260-138
 OWNER NAME: SINGH CHANAN L & CHRISTINE M
 SITE ADDRESS: 10118 HIGHWAY 478

Place (1) 1/4" Strand & (1) 48
 Fiber Optic Cable for Comcast at a
 min. height of 22'-0" above drain.

Note:
 Contractor is responsible for providing
 Proof of Insurance to EBID and for
 Locating all existing Utilities at time of
 Construction. Utility & R/W Locations
 Shown on Map are Approximate Only,
 taken from available Utility & Plat Maps
 and Utility Spots still visible in Field.

Utility Profile
 Newsome Lateral
 Looking North At Crossing
 Not To Scale



Communication
 Network Solutions

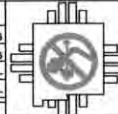
(505) 238-0404

DONA ANA COUNTY

Comcast

APPROVAL RECORD

DATE	Y. HARRISON	DATE	05/08/20
DESIGNED	Y. HARRISON	DATE	05/08/20
CHECKED	---	DATE	---
APPROVED	---	DATE	---
SCALE	NTS		



NEW MEXICO
 ONE CALL
 SYSTEM, INC.
 CALL BEFORE
 YOU DIG !
 (505) 260-1990



JB2007839

JB Number: JB 2007839 EBID Permit Drawing

FILE NAME

CONFIG. .DWG

DRAWING 1 OF 1 Page 41

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.

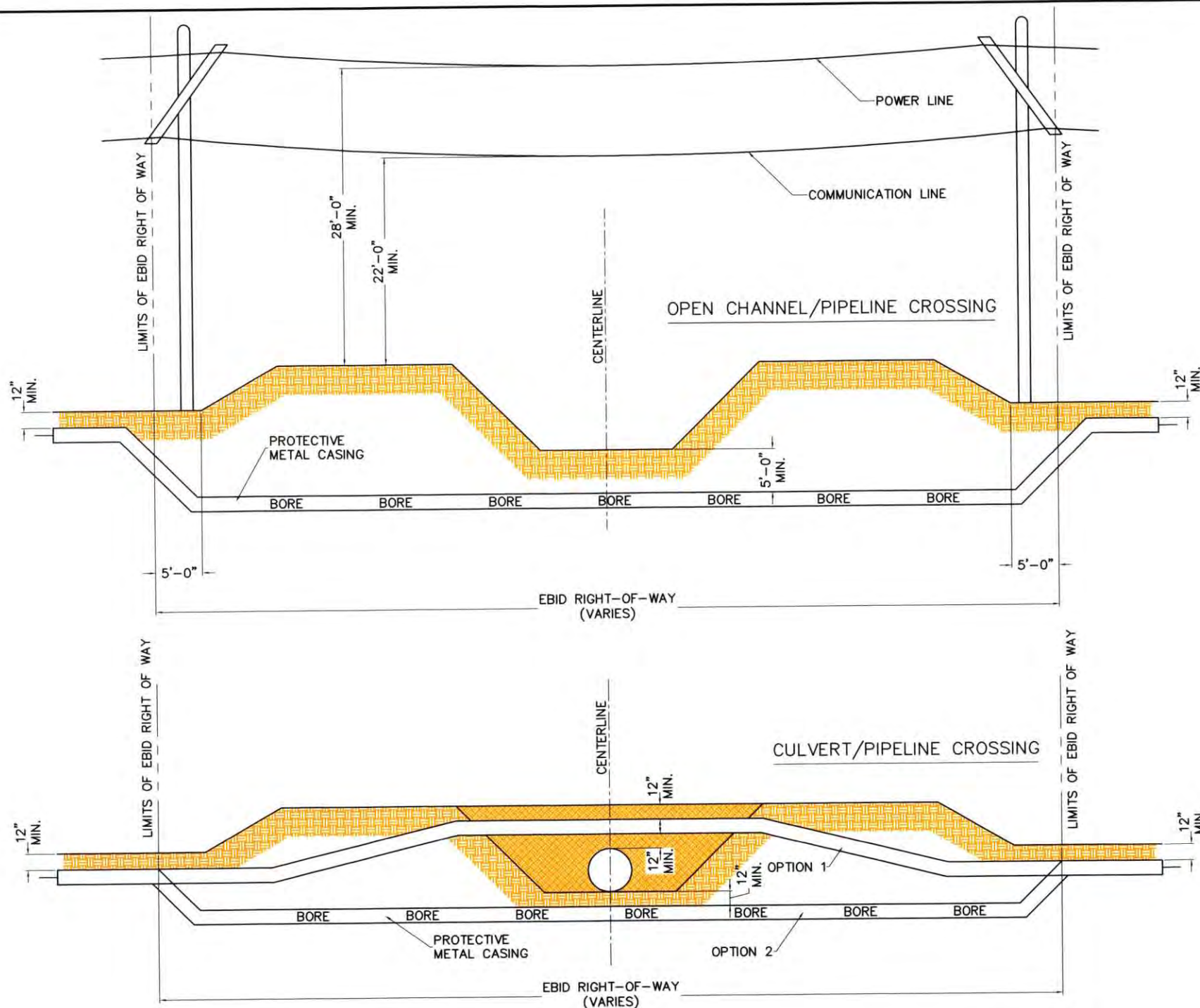
SECTION 15. Attorneys' Fees upon Default: If Licensee defaults in the timely performance of its obligations, under this license, the Licensors shall be entitled to recover all reasonable expenses and attorney's fees incurred by Licensors in enforcing its rights under the license including pre-suit fees 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.



NOTES:

1. BURIED UTILITIES MUST BE METAL PIPE OR WITHIN METAL CASING FOR THE ENTIRE WIDTH OR EBID'S RIGHT OF WAY.
2. IN SOME INSTANCES, A CONCRETE CAP CAN BE ALLOWED AS AN ALTERNATIVE TO METAL PIPE/CASING.
3. PERMITTED POLES FOR AERIAL UTILITY CROSSING WILL ONLY BE ALLOWED WITHIN THE OUTSIDE 5' OF EBID RIGHT OF WAY WHERE THEY WILL NOT OBSTRUCT EBID OPERATIONS OR MAINTENANCE OF FACILITIES.

ELEPHANT BUTTE IRRIGATION DISTRICT

D

SHEET 1 OF 1

REVISIONS

DATE	REMARKS

UTILITIES CROSSING TYPICAL EBID FACILITIES DETAILS

ENG. JOB #	TYPICAL DRAWINGS (PERMITS).dwg
DWG FILE	H. MAGALLANEZ
DESIGNED	J.M. Morales
DRAWN	FEBRUARY 26, 2026
PRINT DATE	APPROVED



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 US Bureau of Reclamation, 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, or other written contract agreement. Permits and agreements are issued for terms of one (1) year and ten (10) years, depending on the type of use. Limited Use Permits are issued only for temporary uses, such as construction, special events, races, or film/photography projects, and are limited to a term of one year or less. 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 typically require at least 1 month for full approval and may take up to 2 months. Please plan accordingly and contact EBID's Engineering Department regarding applications as soon as possible. A summary of the procedures, guidelines, criteria for the issuance of licenses and permits, and where to find more information are described below.

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 structures
- 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

WHO MUST OBTAIN 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 EBID. The policy is available 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 following table. Applicants are advised to contact the EBID Engineering Department as soon as possible to obtain specific instructions regarding the right-of-use permit application.

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.

THE EBID PERMIT PROCESS

APPLICATION:	Applicants are required to submit a right-of-use permit application to EBID's District Engineer. The required application is available at EBID's Engineering Department and on the EBID website at 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, and relocations of irrigation facilities must be designed 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:	Application, design, and plans will be evaluated by the District Engineer and staff. When internal reviews are complete, the 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. The applicant does not need to be present, however, should questions arise during the meeting, the permit may be delayed until all questions and/or requirements are satisfied. The Board may approve, deny, or table the request. Special Conditions may be assigned at this time. The applicant will be notified in writing of the Board's decision.
FEES:	If the permit application is approved, the applicant will be invoiced for the fees assessed. The permit/license schedule is available at the 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, and/or appraisals.
Land Use Fee	Fair market value of the right and privilege requested for use of the EBID facilities. The Board may require a surety or performance bond, as well as insurance coverage and/or indemnification, as it deems 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:	Approved permits will be mailed to applicant as soon as possible following Board approval. Permits are not valid until fees have been paid, signed documents are returned to EBID, and the permit is signed by EBID officials. A copy will be returned to the applicant for their records.
CONSTRUCTION NOTICE:	New construction/installation must be completed within two years of approval. Construction and/or use cannot begin until permit is validated. The applicant 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 and may require additional inspections.
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 activities beginning and when finished.

Agenda (Draft)

Monday, August 3, 2025

Juniper/Laurel
3:30 pm – 5:00 pm **NWRA Board of Directors Meeting**

Tuesday, August 4, 2026

7:30 am – 9:00 am
Juniper/Laurel **NWRA State Executives Breakfast Meeting**

9:00 am – 2:00 pm
Hotel Lobby **Conference Tour – Meet in the Hotel Lobby**
Lunch Provided

Noon – 5:00 pm
Convention Center Lobby **Registration**

2:30 pm – 3:30 pm
Liberty **Municipal Caucus Meeting**

2:30 pm – 3:30 pm
Juniper/Laurel **Irrigation Caucus Meeting**

3:30 pm – 4:30 pm
Juniper/Laurel **Groundwater Caucus Meeting**

3:30 pm – 4:30 pm
Liberty **Individual Member Caucus Meeting**
If Needed

4:30 pm – 5:00 pm
Juniper/Laurel **NWRA Awards and Recognition Committee Meeting**

5:30 pm – 7:00 pm
Fireplace Foyer and
Sandstone Terrace **NWRA Welcome Reception**
Sponsored by Idaho Water Users Association

Wednesday, August 5, 2026

7:30 am – 8:30 am Ponderosa	Breakfast <i>Full breakfast with assorted pastries, fruit, yogurt, coffee, and assorted juices.</i>
8:30 am – 9:00 am Ponderosa	General Session – Conference Begins NWRA President's and Special Guest Welcome
8:45 am – 10:00 am Ponderosa	Legal and Court Case Panel Discussion
10:00 am – 10:20 am Ponderosa	Break
10:20 am – 11:00 am Ponderosa	Program
11:00 am – 11:45 am Ponderosa	Program
12:00 pm – 1:30 pm Aspen	NWRA Luncheon and Award Recognition for Carly Burton
1:30 pm – 2:15 pm Ponderosa	Unlocking Interstate Water Transfers Through Partnership Dan Denham, General Manager, San Diego County Water Authority
2:15 pm – 2:45 pm Ponderosa	Hydropower and Grid Reliability
2:45 pm – 3:15 pm Ponderosa	Western States Water Council J.D. Strong Executive Director
3:15 pm – 3:45 pm Juniper/Laurel	Break
3:45 pm – 4:15 pm Ponderosa	Member Showcase –
4:15 pm – 5:00 pm Ponderosa	Program
5:00 pm – 7:00 pm River's Edge Terrace and Sandstone Terrace	NWRA Reception
7:00 pm	Dinner on Your Own

Thursday, August 6, 2025

7:30 am – 4:30 pm
Convention Center Lobby

Registration

7:30 am – 9:00 am
Ponderosa

Breakfast

Full breakfast with assorted pastries, fruit, yogurt, coffee, and assorted juices.

9:00 am – 9:45 am
Juniper/Laurel

Idaho Water in Focus: Growth, Agriculture, Infrastructure, and Supply

9:45 am – 10:15 am
Ponderosa

Tribal Water Panel

10:15 am – 10:30 am
Ponderosa

Break

10:30 am – 11:00 am
Ponderosa

Program

11:00 am – 9:30 pm
Ponderosa

Program

12:00pm – 1:30 pm

Lunch on Your Own

1:30 pm – 2:45 pm
Ponderosa

Bureau of Reclamation – Teton Dam Breach Presentation

2:45 pm – 3:30 pm
Ponderosa

Small Species, Serious Consequences: Invasive Mussels and Wester Water Delivery

3:30 pm – 4:00 pm

Break

4:00 pm – 4:30 pm
Ponderosa

Program

4:30 pm – 5:00 pm
Ponderosa

Program

5:30 – 9:30 pm
Aspen

NWRA Closing Reception and Dinner

EVAPOTRANSPIRATION FOR IRRIGATION MANAGEMENT TRAINING COURSE

Earn a Certificate of Completion!

Receive hands-on training in crop evapotranspiration (ET) based irrigation water management!

**JOIN US
AUGUST 5 & 6,
2026**

**ALL WATER
TECHNICIANS,
MANAGERS,
FARMERS, AG
EXTENSION
PROFESSIONALS &
STUDENTS WELCOME!**

Training course will be hosted
on the NMSU campus in Las
Cruces, New Mexico



**NMSU Campus
Hernandez Hall, RM 240 B**

Scan QR code to
learn more and
register!

<https://cvent.me/1Xndm1>



What You'll Learn



Interpret key weather and crop factors that influence water use



Estimate reference ET and crop ET using climate data, Kc, and spreadsheet-based tools



Apply basic quality-control procedures to climate station data used for ET calculations



Develop basic ET-based irrigation schedules

...and more!



This work is supported by the Agricultural Food Research Initiative Sustainable Agricultural Systems program, project award no. 2025-69012-44233 (*Resilient agriculture-water-community systems (RAWCS): Transcending water scarcity with community-based and networked connected western water management solutions*), from the U.S. Department of Agriculture's National Institute of Food and Agriculture.



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2026 Working DRAFT Agenda (June 29, 2026)

**2026 COALITION OF RIO GRANDE WATER USERS
4th ANNUAL CONFERENCE**

“Sharing Solutions”

Sponsored by *New Mexico Irrigation Leader* magazine
Hyatt Regency Tamaya Resort & Spa
1300 Tuyuna Trail, Santa Ana Pueblo, NM
September 16-18, 2026

WEDNESDAY, September 16

Lobby Bar

5:00-7:00 p.m. **Welcome Reception**

THURSDAY, September 17

7:30 a.m. **Networking Continental Breakfast and Coffee**

7:50 a.m. **Welcome:** Kris Polly
 New Mexico Irrigation Leader magazine

Invocation: Glenn Tenorio (Invited)
 Water Resources Irrigation Program Manager
 Department of Natural Resources
 Pueblo of Santa Ana

Pledge of Allegiance

8:00 a.m. **Opening Keynote: Texas vs New Mexico Implementation and Groundwater
Purchasing Program Update**

Speakers: Elizabeth K. Anderson, P.E. (Invited)
 New Mexico State Engineer

Nat Chakeres (Invited)
General Counsel
New Mexico Office of the State Engineer

Hannah Riseley-White (Invited)
Interstate Stream Commission Director

- 8:30 a.m. **NCORPE and Rock Creek Augmentation Projects**
 The NCORPE and Rock Creek augmentation projects allowed the State of Nebraska to maintain compliance with the Colorado-Nebraska-Kansas Republican River Compact without ceasing irrigation on thousands of cropland acres in the Republican Basin.
 Speaker: Jasper Fanning (Invited)
 General Manager
 Upper Republican Natural Resources District
- 9:00 a.m. **Mexico's Noncompliance with the 1944 Treaty Impact on Texas Agriculture**
 Speakers: Jennifer Cervantes (Invited)
 Representative for Rio Grande Valley Sugarcane Growers

 Dante L. Galeazzi (Invited)
 President and CEO of Texas International Produce Association
- 10:00 a.m. **Networking Break**
- 10:30 a.m. **Reducing Depletions Through Bosque Management and the Six Middle Rio Grande Pueblo Coalition**
 Speakers: Eugene Jiron (Invited)
 Governor of Isleta Pueblo

 Clint Lente (Invited)
 Isleta Pueblo

 Glenn Tenorio (Invited)
 Water Resources Specialist/Irrigation
 Pueblo of Santa Ana, Manager,
 Six Middle Rio Grande Pueblo Coalition Vice Chairman
- 11:30 a.m. **Advantages of Vegetation Control With Goats**
 Speaker: Max Wade (Invited)
 Owner
 Galloping Goats
- 12:00 noon **Lunch**
 U.S. Update on the 1944 Treaty Compliance
 Speaker: The Honorable Monica De La Cruz (R-TX)
 U.S. House of Representatives
- 1:00 p.m. **Produced Water**
 Speaker: Mr. Matthias Sayer (Invited)
 WATR Alliance

1:30 p.m. **Case Study: Data Centers, The Jupiter Project**
Speakers: TBD

2:00 p.m. **Case Study: Water Savings Through Infrastructure**
Speakers: Joshua Smith (Invited)
 Secretary/Manager
 Elephant Butte Irrigation District

 Jason Casuga (Invited)
 MRGCD

3:00 p.m. **Ice Cream Sundae Break**

3:30 p.m. **Case Study: Advanced Surface Irrigation**
Speakers: Grant Chaffin (Invited)
 PVID grower, Chaffin Farms

 John Lind
 Account Manager, Southwest
 Rubicon

4:00 p.m. **Precision Vegetation Control with Drones**
Speaker: Johnny Ference (Invited)
 Owner
 Ference Agronomy LLC

4:30 p.m. **Snowpack Enhancement**
Speaker: Augustus Doricko (Invited)
 Owner/Founder
 Rainmaker

5:00-6:30 p.m. **Technology and Services Reception**

FRIDAY, September 18

7:30 a.m. **Networking Continental Breakfast and Coffee**

7:50 a.m. **Welcome:** Kris Polly
 New Mexico Irrigation Leader magazine

Invocation: Glenn Tenorio (Invited)
 Water Resources Irrigation Program Manager
 Department of Natural Resources
 Pueblo of Santa Ana

Pledge of Allegiance

- 8:00 a.m. **Clean Water Act Projects for Cities**
Speakers: Mark Kelly, PE (Invited)
 Water Resources Division Manager
 Albuquerque Bernalillo County Water Utility Authority
- Christine Chavez (Invited)
 Water Resource and Conservation Manager
 City of Santa Fe Water
- Adrienne Widmer (Invited)
 Utilities Director
 City of Las Cruces
- 9:00 a.m. **Colorado Groundwater Easements Program**
Speakers: David Robbins (Invited)
 President & Co-Founder, Hill & Robbins P.C.
- Cleave Simpson (Invited)
 Senator
 Colorado General Assembly
- 9:30 a.m. **The Kay Bailey Hutchison (KBH) Desalination Plant: An Overview**
Speakers: Robert Fowlie
 Vice President and Client Account Manager for New Mexico and
 El Paso at Jacobs
- 10:00 a.m. **Networking Break**
- 10:30 a.m. **Southwest Interstate Water Exchange MOU**
Speakers: Meena Westford (Invited)
 Director of Imported Water
 San Diego County Water Authority
- Sandy Fabritz (Invited)
 Director of Water Strategies
 Freeport McMoRan
- 11:00 a.m. **New Mexico Water Resources Research Institute Agricultural
Water Resilience Program**
Speaker: Kirsten Holles (Invited)
 Program Manager
- 11:30 a.m. **International Boundary Water Commission**
Speakers: Elizabeth Verdecchia (Invited)
 Natural Resources Specialist
 U.S. Section, International Boundary and Water Commission

12:00 p.m. **Lunch** **Reclamation Update and Low Flow Conveyance**
Speakers: David Palumbo (Invited)
 Deputy Commissioner
 U.S. Bureau of Reclamation

 John Irizarry (Invited)
 Acting Area Manager
 U.S. Bureau of Reclamation's Albuquerque Area Office

1:00 p.m. **Closing Spain Tour Drawing**
Three (3) \$500 credits toward the 2027 Education and Trade Tour to Spain sponsored by *Irrigation Leader* Magazine. Must be a registered CRGWU attendee and present to win. See eligibility rules.

1:10 p.m. Adjourn

HOTEL INFORMATION: The conference will take place at the Hyatt Regency Tamaya Resort & Spa 1300 Tuyuna Trail, Santa Ana Pueblo, New Mexico. Your reservation includes complimentary Internet service, and free parking. To make or confirm your room reservation, please call (505) 867-1234.

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 Libbin Underwood Engineering & Surveying, 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 1** 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
Zack Libbin, PE	\$140.00 per hour
Larry O. Underwood, PE/PS	\$140.00 per hour
Other Professional Surveyor	\$140.00 per hour
Senior Engineer, PE	\$120.00 per hour
Engineering Associate	\$100.00 per hour
Designer/Draftsman	\$80.00 per hour
Two-man Survey Crew	\$200.00 per hour
J. Phillip King, PE, Ph.D.	\$110.00 per hour
Alamosa Land Institute	\$100.00 per hour \$60.00 Tech Assistant per hour
Fresse and Nichols, Inc.	Based on Project Specific Proposals
Dr. Blair Stringham	\$125.00 per hour
COZ Engineering	Based on Project Specific Proposals
GeoSystems Analysis Inc	\$165.00 per hour
WSP USA	Fees Based on Approved Project Specific Proposals

The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the District to the Contractor. Mileage incurred in connection with services provided under this Agreement shall be reimbursed at the current IRS standard mileage rate in effect on the date of travel. Documentation supporting mileage claimed must accompany the Consultant's invoice.

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 1, 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 one (1) additional one (1) year term, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). This contract and all renewals shall not exceed a maximum of four years ending July 31, 2028.

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 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 coverage 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.

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
- iii. 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: Libbin Underwood Engineering & Surveying
 % Zack Libbin
 1430 West Amador
 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: Zack Libbin

By: _____ Date: _____
District President
Printed Name: Rafael Rovirosa

By: _____ Date: _____
District Secretary
Printed Name: Randy Garay

Attachment 1

Scope of Work

The selected offeror shall provide professional hydrologic engineering services during business hours, be able to work on and off regular working hours and have ability to work on and off the premises with ability and availability to dedicate time for services to EBID at designated times at the direction of the EBID Treasurer/Manager, EBID's legal counsel, and the EBID Board of Directors as follows:

Perform professional hydrologic engineering services to EBID with respect to the following:

- Review of studies and non-technical work relating to EBID hydrology, operations and water supply. Gather data as necessary to perform original analyses of Hydrologic issues in EBID, provide presentations on water resources issues, evaluate designs for hydraulic structures, water flow and quantity measurement and accounting systems and operating schemes, develop standards of operating procedures for EBID and present results in investigations in reports and oral presentations.
- Flow measurement and accounting, including assisting and training District personnel in the design, installation, calibration, and maintenance of flow measurement systems at major diversion points and control points within conveyance and return flow systems. Write computer code to automate data acquisition and control of hydraulic structures.
- Water quality monitoring and analysis, including training and assisting District personnel to design, install, calibrate and maintain water quality measurement systems at key points in the EBID system, and analyze water quality data.
- Supervise, develop, and maintain EBID water conservation plans, stormwater management, irrigation management, including assistance and development for grant projects.
- Engineering computer modeling using latest technical software as required by EBID for planning and implementation of water conveyance systems.
- Provide EBID with stamped design plans and/or provide assistance with supervision and construction of EBID facilities, including irrigation distribution system, drainage of irrigated lands, flood control facilities, and hydroelectric power systems in open channel systems.

EBID may request the Contractor to prepare work beyond the scope of this agreement, but within the general area of Contractor's expertise as defined by this Scope of Work. Such work will require a separate Letter of Agreement (LOA) which defines the specific additional scope of work to be performed, specific time period of project and defined compensation for the special project.

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 King Engineering & Associates, Inc., 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 1** 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
Dr. J. Phil King, General Expert Services	\$130.00 per hour
Dr. J. Phil King, Trial/Deposition Testimony	\$250.00 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 1, 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 a 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 one (1) additional one (1) year term, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). This contract and all renewals shall not exceed a maximum of four years ending July 31, 2028.

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.

During the term of Contract service hereunder, Contractor and its employees or agents shall accept no other employment from any individual or entity which has a direct interest in the resolution of any Litigation against the District, except, however, that Contractor shall be allowed to maintain his employment with New Mexico State University. Contractor understands that information, discussions and technical analysis comprising the work the Contractor is performing are being prepared for use by the District in conjunction with and at the direction of its legal counsel. Contractor agrees not to disclose to any third party, all or any part of the work, including information, data compilation, or the methods utilized, and training provided unless prior written consent is received for such disclosure from the District's attorneys. This confidentiality provision shall not expire until the Litigation for which Contractor is hired is completed in its entirety, if any, notwithstanding the date Contractor completes his services hereunder, or other termination of this Agreement. The 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
- iii. 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
 % Joshua Smith
 530 S. Melendres St.
 Las Cruces, NM 88005

To the Contractor: King Engineering & Associates Inc.
 6420 Canterbury, NE
 Albuquerque, NM 87111

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: J. Phil King

By: _____ Date: _____
District President
Printed Name: Rafael Roviroso

By: _____ Date: _____
District Secretary
Printed Name: Randy Garay

Attachment 1

Scope of Work

Contractor shall perform work at the direction of the District and its Counsel as necessary, and within his area(s) of expertise, as an expert witness and expert consultant regarding all threatened or pending litigation EBID may encounter from time to time.

PROFESSIONAL LEGAL 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 Kennedy, Moulton & Wells, 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 1** 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.

Legal Staff	\$170.00 per hour
Paralegal	\$ 75.00 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. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$60,000.00, plus GRT. In no event will the Contractor be paid any amount in excess of the specified total amount payable.

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 1, 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 a 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 two (2) additional one (1) year terms, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). This contract and all renewals shall not exceed a maximum of four years ending July 31, 2029.

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. The 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.

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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 it 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 coverage maintained by the District regarding its employees, property and operations. Contractor shall maintain his/her/its own insurance for professional negligence, ordinary negligence (including automobile liability), workers compensation or other risks and liabilities that are standard within the Contractor's profession. 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.

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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 a binding contract.

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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.

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This agreement shall extend to and be binding upon the successors and assignments 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.

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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.

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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.

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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.

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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
- iii. 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
 %Joshua Smith Treasurer/Manager
 530 S. Melendres St.
 Las Cruces, NM 88005

To the Contractor: Kennedy, Moulton & Wells, P.C.
 c/o Debra J. Moulton and Deborah D. Wells
 2201 San Pedro NE, Bldg 3, Suite 200
 Albuquerque, NM 87110

[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: Debra J. Moulton

By: _____ Date: _____
District President
Printed Name: Rafael Roviroso

By: _____ Date: _____
District Secretary
Printed Name: Randy Garay

Attachment 1

Scope of Work

Contractor agrees to perform professional legal services at the direction of the EBID Treasurer/Manager and Board of Directors.

The Contractor will, to the best of his abilities, assist EBID through the Treasurer/Manager or his specified representative, District personnel and/or EBID independent consultants on an hourly basis. The Treasurer/Manager or his representative shall coordinate with the Contractor the work and the respective activities of EBID personnel in appropriate EBID departments, as required for the application, execution and/or maintaining the work to accomplish results as needed.

Legal services in the following areas shall be provided on an as needed basis:

- Employment Law
- Personnel Law
- Civil Rights Litigation
- Government Entity Representation
- Preventative maintenance – training, education, review of personnel policies
- Professional legal services as assigned by the Treasurer/Manager of EBID

EBID may also request the Contractor to prepare work beyond the scope of this agreement. Such work will require a separate Letter of Agreement (LOA) which defines the scope of work to be performed, specific time period of project and defined compensation for the special project.

ELEPHANT BUTTE IRRIGATION DISTRICT

CONTRACT CORRUGATED METAL PIPE, BANDS AND ENDS

THIS AGREEMENT is made and entered into by and between the Elephant Butte Irrigation District, hereinafter referred to as the "District" and Contech ES, 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. Specifications.

The Contractor shall provide the products outlined in the specification requirements attached hereto as **Attachment 1** and incorporated herein by reference.

2. Compensation.

A. The District shall pay the Contractor in full payment for products satisfactorily provided at the following rates as specified in the table below, to be invoiced after delivery and receipt of products ordered.

Contractor Personnel	Rates
Contech ES	See Attached Cost Response

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 1, Specifications. 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 a date WILL NOT BE PAID.

C. Contractor must submit a detailed Invoice for all products delivered. If the District finds that the products are not within the specifications outlined, the District will notify the Contractor and shall provide the Contractor with a letter of exception explaining the defect or objection to the products and outlining steps the Contractor may take to provide remedial action. Upon certification by the District that the products have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of the invoice. 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 two (2) additional one (1) year terms, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). This contract and all renewals shall not exceed a maximum of four years ending June 24, 2029.

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.

During the term of Contract service hereunder, Contractor and its employees or agents shall accept no other employment from any individual or entity which has a direct interest in the resolution of any Litigation against the District, except, however, that Contractor shall be allowed to maintain his employment with New Mexico State University. Contractor understands that information, discussions and technical analysis comprising the work the Contractor is performing are being prepared for use by the District in conjunction with and at the direction of its legal counsel. Contractor agrees not to disclose to any third party, all or any part of the work, including information, data compilation, or the methods utilized, and training provided unless prior written consent is received for such disclosure from the District's attorneys. This confidentiality provision shall not expire until the Litigation for which Contractor is hired is completed in its entirety, if any, notwithstanding the date Contractor completes his services hereunder, or other termination of this Agreement. The 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
- iii. 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
 530 S. Melendres St.
 Las Cruces, NM 88005

To the Contractor: Contech ES
 Giuseppe Menicucci
 10300 Central SW
 Albuquerque NM, 87121

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: Contech, Joe Menicucci

By: _____ Date: _____
District President
Printed Name: Rafael Rovirosa

By: _____ Date: _____
District Secretary
Printed Name: Randy Garay

Attachment 1

Specifications

Corrugated metal pipe, bands, and end sections must meet the following requirements that are also specified in Section 570 of the Standard Specifications for Highway and Bridge Construction, 2019 Edition found at

<https://www.dot.nm.gov/infrastructure/plans-specifications-estimates-pse-bureau/standards/>

The pipe shall be Aluminized, Type 2 following AASHTO (ANSI/AWWA) Culvert Materials Specifications and ASTM (ACI) Culvert Materials Specifications:

Culvert Materials Specifications					
	Category/parameters	Material	Pipe	Design	Installation
AASHTO (ANSI/AWWA)	Aluminized, Type 2	M 274	M 36	Section 12	Section 26
ASTM (ACI)	Aluminized, Type 2	A 929	A 760	A 796	A 798

This invitation to Bid is for two kinds of corrugated metal pipe, which will be distinguished as Type A and Type B throughout these specifications. If Type A or Type B is not indicated for a specification, then it should be assumed that the specification must be met for both Type A and Type B pipe.

The pipe shall be helically corrugated with re-rolled annular ends. Helically corrugated pipe shall have at least two (2) annular corrugations. Type B pipe is required to have a Manning's "n" of 0.0012 or less.

The aluminized steel, Type 2 must have a minimum corrosion resistance number of CR4. The Contractor shall coat aluminized steel pipe, Type 2 for the entire length of pipe. All ends and welds must have an appropriate coating applied to meet the pipe's minimum corrosion resistance.

The end sections shall be manufactured as follows. There shall be no loosely formed seams. There shall be no ragged shear edges. The markings on the sheets as received from the steel supplier shall be legible. The metallic coating on the end section shall not be bruised, broken, or otherwise damaged. If there is damage to the coating it shall be repaired in accordance with ASTM A780. If Elephant Butte Irrigation District deems the ends to be misshapen, skewed, bruised or too roughly manufactured in any other way, then that pipe will not be accepted, and remedial actions will be followed as described later in this document.

Coupling bands for the metal pipe shall be made of the same base metal and coatings as the metal pipe to a minimum of 18 gauge. All joints must be watertight and pressure tight. A gasketed joint restricts infiltration/exfiltration and exhibits no visible leakage when subject to 10.8 psi over the crown for ten (10) minutes under testing conditions outlined in the appropriate product ASTM Specification. When plant tested, the appropriate product joint shall meet the requirements of ASTM A760. It is required that hugger-type bands with lubed O-ring gaskets, is watertight when backfilled with flowable fill. It is required with round pipe a minimum of 5 fully corrugated ribs (thirteen (13) in wide) with a lubed, twelve (12) inch wide, closed neoprene flat gasket is watertight without flowable fill. The minimum coupling requirement will be in accordance with the testing requirements of AASHTO's *LRFD Bridge Construction Specifications*, Section 26, for standard joints in non-erodible soils.

The Contractor shall provide certified test results showing that the material supplied meets these specifications. The Contractor shall provide record heat numbers and supply chemical analysis for metal pipe. The Contractor shall provide test reports and certification for in-plant joint tests required for watertight joints.

Upon delivery, all corrugated metal pipe diameters may only be plus or minus one half (1/2) inch different than the ordered diameter. Any size deviation greater than allowed tolerance will not be accepted and remedial actions will be followed as described in the terms and conditions.

All corrugated metal pipe shall be supplied in twenty (20) foot sections, twenty-four (24) foot sections, or thirty (30) foot sections as ordered and specified by specific Elephant Butte Irrigation District design and purchase order.

The Contractor must be able to supply fabricated bends and tees for all pipe sizes as designed by Elephant Butte Irrigation District.

Pipe dimensions up to forty-eight (48) inches in diameter shall have a delivery time of maximum three (3) weeks ARO. Special order larger sizes shall have a delivery time of maximum four (4) weeks ARO.

Each piece of pipe shall be labeled by Job# before shipment and delivery to Elephant Butte Irrigation District. All metal pipe will display a stencil or stamp displaying the manufacturer's name, date and country of manufacture, thickness, coating, heat number, and applicable ASTM or AASHTO Specification. All labels will correspond to test reports with permanent print, stamp, or stencil.

**PROCEDURE FOR THE EBID BOARD OF DIRECTORS
WHEN SITTING AS A BOARD TO HEAR A
SUSPENSION AND TRANSFER APPLICATION(S)
2026-S&T-07 July 08, 2026**

I. Call to Order and Roll Call.

II. Announcement of purpose of meeting.

Chairman:

The Board is convened to act upon applications by landowners in the District to transfer water rights appurtenant to lands within the District which are not suitable for irrigation or capable of being properly irrigated to other lands within the District. These applications are filed under Section 73-13-4 of the New Mexico Statutes. This Board will decide if, within their judgment, the other lands within the District may be profitably and advantageously irrigated.

III. Application and Publication.

Chairman.

The applicants are identified as listed on Exhibit A.

The applicants were required to publish notice in any newspaper published within Dona Ana County of EBID taking action to consider a resolution allowing the transfer. The publication should have listed the time and place of this meeting, listed the action to be taken by this Board, listed a description of the move to and move from lands, and listed the reason for the requested transfer.

Questions of Staff:

Does Staff have a copy of the Notice of Publication?

Were all the required points in the publication?

Was the last publication date made prior to this hearing?

If so, continue with the hearing.

IV. Testimony.

Chairman:

We will now proceed with presentation by Staff. After that, the Board members can ask questions of the Staff.

Staff makes a presentation:

1. The Staff is to discuss why the move from land is not suitable for irrigation or capable of being properly irrigated. Examples: land is going into subdivision and no provision will be made to provide access to water, problems with the soil, problems with accessing water, etc.
2. The Staff is to specifically address the condition of the move to lands. The Staff should discuss their inspection of the move to lands which includes where it is in the system and the ability of the system to get water to the property. They should also discuss engineering criteria looked at such as soil type, elevation, drainage, etc.

3. The Staff should end their presentation with a recommendation for approval or disapproval.
4. Questions by the Board members.

Chairman:

At this point in time, the Board will take evidence and testimony from the applicants or their representatives, or any person(s) who are here to protest the applications.

We will proceed with any presentation by the Applicants. After that, the Board members and EBID Staff can ask questions of the applicants. Would the applicants or their representatives introduce themselves?

Applicant(s) speak.

Questions by the Board members.

Questions from EBID Staff.

Are there any Protestants who wish to speak? If so, please identify yourselves for the record.

Protestant(s) speak.

Questions by the Board members.

Questions from EBID Staff.

Chairman:

Are there any other comments?

V. Resolution by the Board of Directors.

Chairman:

The Chair will now entertain a Motion to have a Resolution to approve or disapprove the applications. Need Motion, Second, Vote.

Chairman:

I will ask that the Resolution be formalized as called for by Section 73-13-5 of the New Mexico Statutes, and that the Secretary of the Board immediately certify and file with the State Engineer a true copy of the Resolution and action of the Board.

If there are any Protestants who disagrees with the action of the Board, you may appeal this decision directly to the District Court as provided under Section 73-13-4 of the New Mexico Statutes.

VI. Adjournment.

Chairman:

The Chair will entertain a motion to adjourn the Board sitting to hear the applications.

NOTICE is hereby given that pursuant to Section 73-13-4 NMSA, the Board of Directors of Elephant Butte Irrigation District (District) will consider a Resolution to suspend water rights which have been voluntarily applied for suspension or have assessment which are delinquent and have been found to be appurtenant to lands within the District which are not suitable for irrigation or capable of being properly irrigated. After further Notice and time for Hearing is advertised under Section 73-13-4 NMSA, these water rights will be subsequently transferred to land that in the Board's judgement may be profitably and advantageously irrigated per EBID Board of Directors Policy 2003-ENG12. The request is made by the applicants and staff who request that the Board suspend a total of 11.41 acres of water rights from lands as identified in Exhibit A" as the Move From lands. The place of the hearing is the offices of the District located at 530 S. Melendres, Las Cruces, New Mexico and the date of the hearing is July 8, 2025 at 10:00 a.m. Protest or protests from any person or persons interested may be heard at the hearing. At the end of the hearing, the Board of Directors shall take formal action upon the Resolution to suspend water rights. Any protestant or protestants may appeal the decision of the Board directly to District Court within 10 days of the adoption or rejection of the Resolution."

ELEPHANT BUTTE IRRIGATION DISTRICT
SUSPENSION /TRANSFER HEARING July 8, 2026

MOVE FROM LAND:

NAME	PARCEL	SUSP#	MAP SERIAL	SEC	TWN	RANGE	ACRES
JOAQUINA G CHAVIRA, CECILIO G CHAVIRA & BERTHA CHAVIRA	1195400P	2026-S-001	17-96C8 TR 5	1	25S	2E	1
JOE FRED & VICTORIA D ALARCON	948600P	2026-S-002	12-26A	6	24S	2E	1.84
KRISTEN & BRIAN KNIGHT	121800P	2026-S-003	9D-103A2 BLK B LT 9	25	23S	1E	0.75
JAMES C & JACQUELYN L PARKS TRUSTEES	152100P	2026-S-004	9B-5DD BLK A LT 7	2	23S	1E	0.48
JULIAN RAMIREZ SOSA & CONSUELO SOSA	1208175P	2026-S-005	17-100A2 TR 3	2	25S	2E	0.85
RUBEN O ROJAS	673110P	2026-S-006	18A-78A TR B	10	25S	2E	0.97
MONICA H MOYA	867478P	2026-S-007	12-32A2,A3 LT 8	1	24S	1E	1.12
GREGORY LEDESMA FERNANDEZ	1322800P	2026-S-008	5-59A29A TR 1	32	22S	1E	2.4
IDA B SALCIDO, SARA CASTILLO, RICARDO BEJARANO JR & TERESA BEJARANO	1162300P	2026-S-009	27-3C TR 1	22	26S	3E	2
TOTAL ACRES TO BE VOLUNTARILY & INVOLUNTARILY SUSPENDED:							11.41

RESOLUTION 2026-S&T-007A
WATER SUSPENSION HEARING

July 08, 2026

WHEREAS, the Applicants, as identified in Exhibit A as landowners within the boundaries of the Elephant Butte Irrigation District (District) have applied to the District for the suspension of water rights appurtenant to land within EBID which are no longer suitable for irrigation or capable of being properly irrigated to later be transferred by EBID to other lands within EBID under Section 73-13-4 New Mexico Statutes Annotated, and

WHEREAS, EBID properly published notice of this action to be taken, and

WHEREAS, the District held a hearing on the applications on the 8th day of July 2026 and approved the suspension and transfer to EBID owned property and no protest was received, and

WHEREAS, it is in the best interest of the District to approve these transfers and/or reclassifications per EBID Policy 2003-ENG12.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Elephant Butte Irrigation District, that the Manager is authorized to transfer project water rights as allowed by Section 73-13-4 NMSA under the name of the Applicants from the lands currently carried on the District assessment rolls as identified in Exhibit A as "Move From Land" for a total of 11.41 acres to EBID owned property.

SUBJECT TO subsequent action and revision that may be taken by the District upon completion by the applicant of transfer of the project water rights with the stream adjudication court and further proceedings before the State Engineer with respect to the request to transfer and/or reclassification of groundwater rights from the Move From Land.

DATED this 8th day of July 2026.

Rafael Roviroso, President

Randy Garay, Secretary

Exhibit A
Elephant Butte Irrigation District

WATER RIGHT "SUSPENSION FROM /TRANSFER TO PARCEL TRANSFER ON BOARD AGENDA: July 8, 2026							
MOVE FROM:					MOVE TO:		PAGE 1
TRANSFER#	NAME	MAP-SERIAL	PARCEL	ACRES	NAME	MAP-SERIAL	PARCEL
2026-WT-007	Central Park West NY LLC	9C-105A, 113A Lt2	819951P	3.04	Salopek 6U Farms Inc	13-32A, 33B, 40A pt	864920P
2026-WT-007	Central Park West NY LLC	9C-105A, 113A Lt2	819951P	0.77	Salopek 6U Farms Inc	13-32A, 33B, 40A pt	864920P
2026-WT-008	Darren A & Indira Castner	15-41M TR 1	1509000P	0.92	Leon E Gluck & Rita T Phipps	31-20B3A	1097500P

TOTAL ACRES PAGE 1 4.73

KEY: WT = Volitional Transfer WRS = Stacking WTS = Volitional Transfer & Stacking

RESOLUTION 2026-S&T-007B
WATER SUSPENSION HEARING

July 08, 2026

WHEREAS, the Applicants, as identified in Exhibit A as landowners within the boundaries of the Elephant Butte Irrigation District (District) have applied to the District for the suspension of water rights appurtenant to land within EBID which are no longer suitable for irrigation or capable of being properly irrigated to later be transferred by EBID to other lands within EBID under Section 73-13-4 New Mexico Statutes Annotated, and

WHEREAS, EBID properly published notice of this action to be taken, and

WHEREAS, the District held a hearing on the applications on the 8th day of July 2026 and approved the suspension and transfer to EBID owned property and no protest was received, and

WHEREAS, it is in the best interest of the District to approve these transfers and/or reclassifications per EBID Policy 2003-ENG12.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Elephant Butte Irrigation District, that the Manager is authorized to transfer project water rights as allowed by Section 73-13-4 NMSA under the name of the Applicants from the lands currently carried on the District assessment rolls as identified in Exhibit A as "Move From Land" for a total of 4.73 acres to EBID owned property.

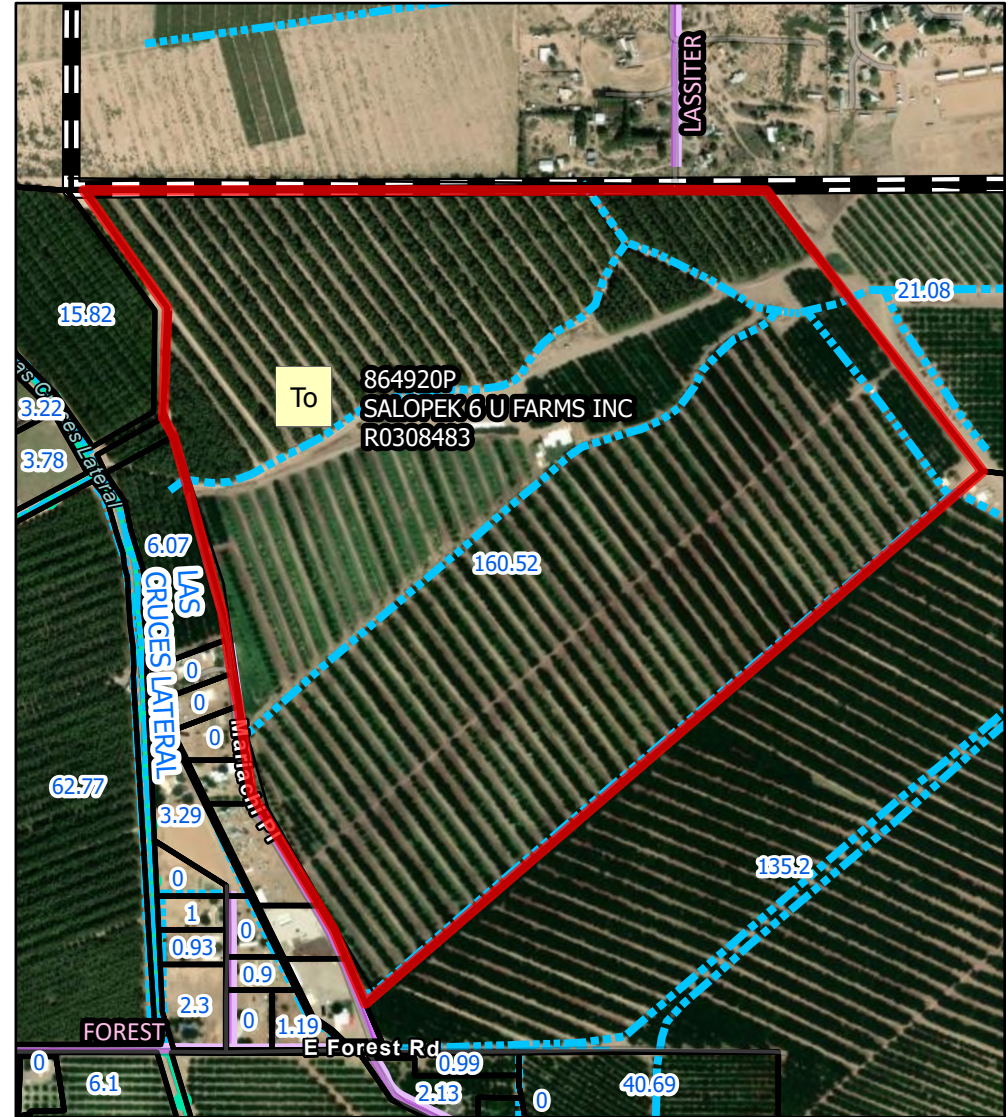
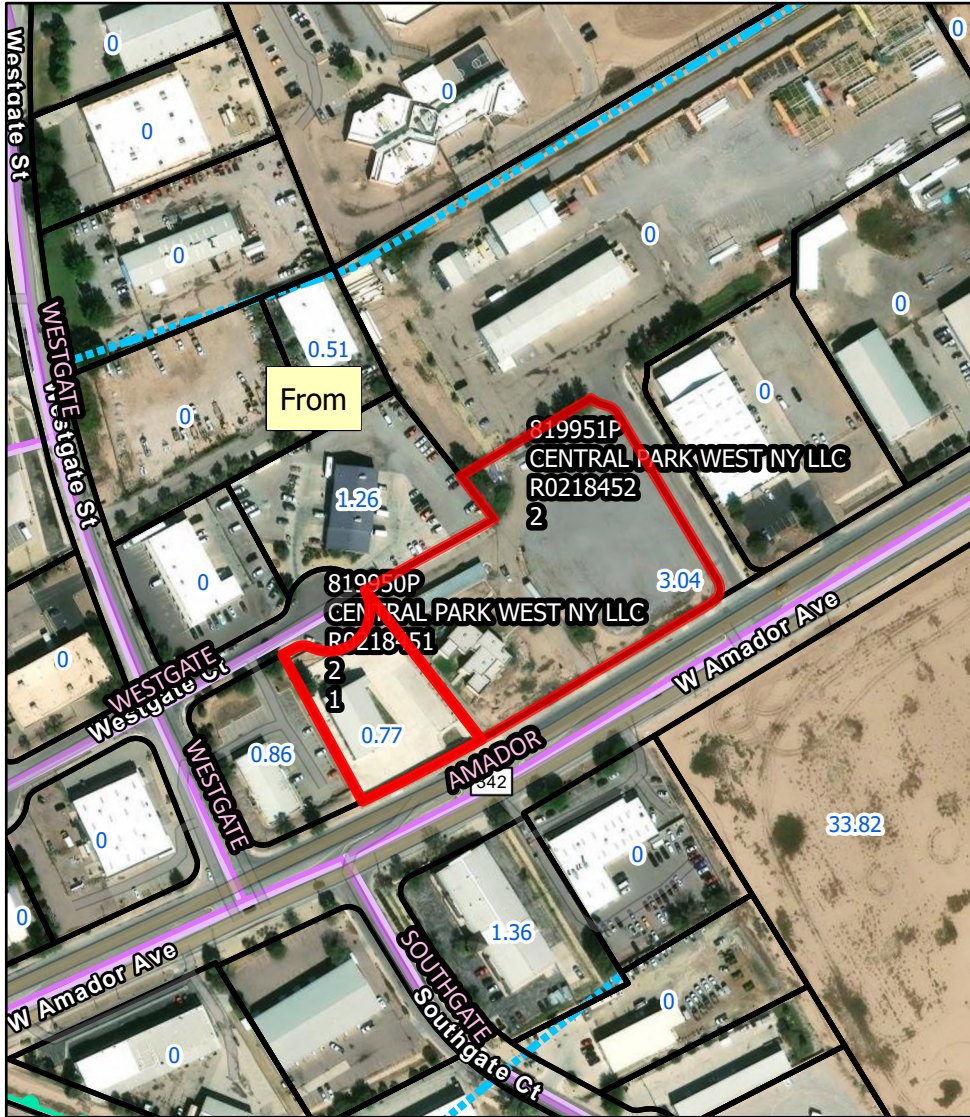
SUBJECT TO subsequent action and revision that may be taken by the District upon completion by the applicant of transfer of the project water rights with the stream adjudication court and further proceedings before the State Engineer with respect to the request to transfer and/or reclassification of groundwater rights from the Move From Land.

DATED this 8th day of July 2026.

Rafael Roviroso, President

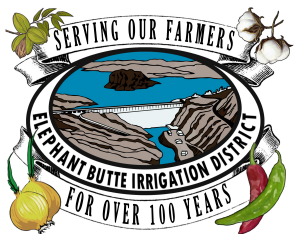
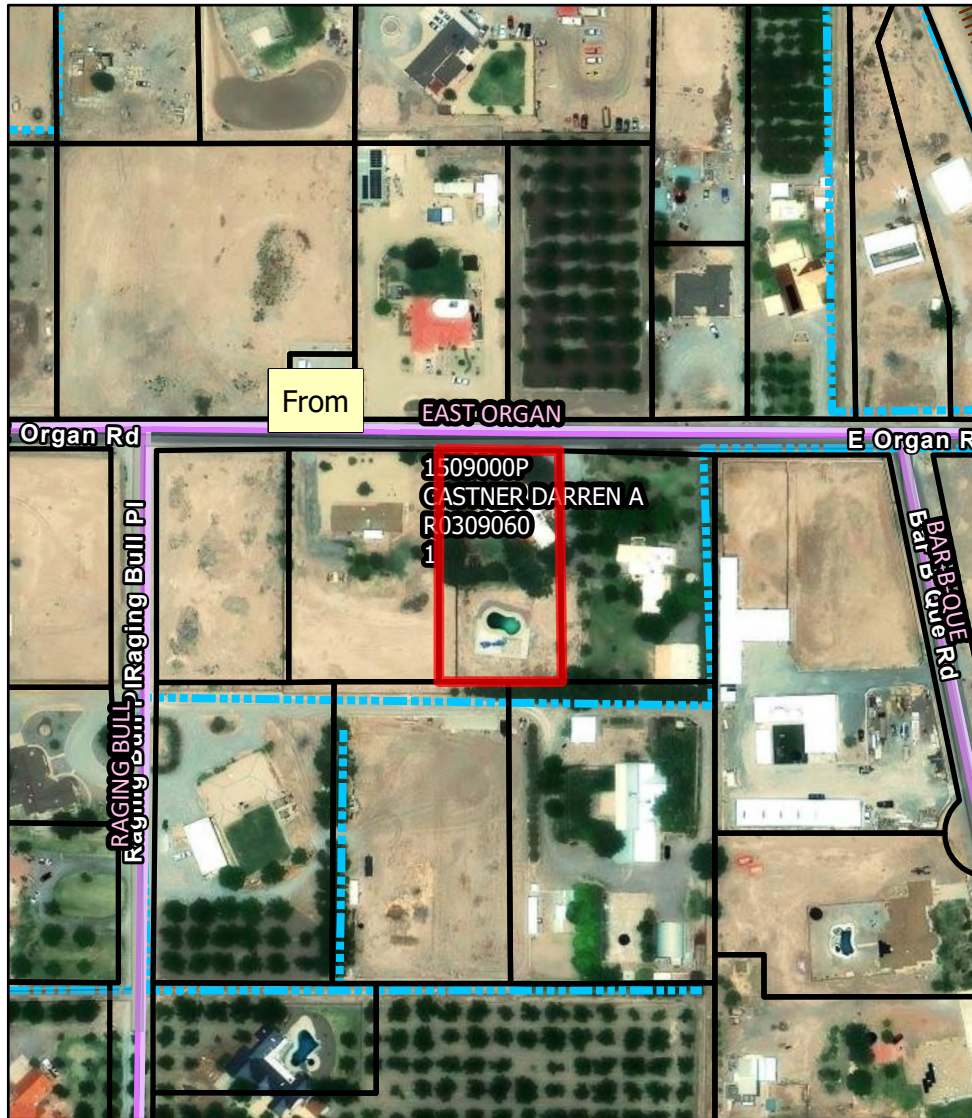
Randy Garay, Secretary

2026-WT-007 Central Park West NY LLC to Salopek 6U Farms Inc



US Feet	
0	470 940 1,880 2,820
FROM: Central Park West NY	TO: Salopek 6U Farms Inc
Combined Gross - 3.95	GROSS - 188.90
Combined WRA - 3.81	WRA - 163.26
If Approved Suspend - 3.81	If Approved Transfer - 3.81
New WRA - 0	New WRA - 167.07

2026-WTS-008 Castner to Gluck & Phipps



0 115 230 460 690 US Feet

FROM: Darren & Indira Castner
 Gross - 1.00
 WRA - 0.92
 If Approved Suspend - 0.92
 New WRA - 0

TO: Leon Gluck & Rita Phipps
 GROSS - 5.86
 WRA - 5.73
 If Approved Transfer - 0.92
 New WRA - 6.65

