

**Minutes of Regular Meeting
Board of Directors
El Paso County Water Improvement District No. 1
(EPCWID)
May 10, 2023**

DIRECTORS PRESENT	EMPLOYEES PRESENT
Johnny Stubbs, President	Jay Ornelas, PE General Manager
Art Ivey, Vice-President	Lisa Aguilar, Chief Administrative Officer (via zoom)
Larry Ceballos, Secretary	Mary Cortez, Chief Financial Officer
George Brooks, Assistant Secretary	Rose Rodriguez, Tax Assessor Collector
Miguel Teran, Director	Pete Rodriguez, Maintenance Manager
	Robert Rios, Water Master
LEGAL COUNSEL	Sharon Atilano, Licensing Manager
Phil Bowen, Attorney At Law	Cathy Oyston, Water Records/ Dispatcher Supervisor
Maria O'Brien, Attorney At Law (via zoom)	Claudia Ruiz, Administrative Assistant
Renea Hicks, Attorney At Law (via zoom)	Sonia Ontiveros, Tax Collector Assistant
	David Ortega, Licensing Field Representative
DISTRICT ENGINEER	GUESTS
Dr. Al Blair, PE District Engineer (via zoom)	Robert Kimpel, Guest
	Larry Vasquez, USBR
	Jaime Cisneros, USBP

1. Call to order and establishment of a quorum.

There being a quorum of Directors present, the meeting was called to order by President Johnny Stubbs at 9:00 a.m., and the Directors then proceeded to consider the following.

2. Welcome of guests. No action was taken on this item.
3. Minutes of April 4 ,2023 and April 12, 2023 meetings of the Board of Directors.

After a motion by Larry Ceballos, seconded by George Brooks, duly considered and carried by unanimous vote of the Board the following resolution was adopted:

RESOLVED: that the draft minutes of the special meeting held on April 4, 2023 are approved.

After a motion by Art Ivey, seconded by Larry Ceballos, duly considered and carried by unanimous vote of the Board the following resolution was adopted:

RESOLVED: that the draft minutes of the regular meeting held on April 12, 2023 are approved.

4. Report and recommendations by Lisa Aguilar, Chief Administrative Officer/Election Officer, concerning office operations, and elections:
None
5. Report and recommendations by Mary Cortez, Chief Financial Officer, concerning financial information, expenditures, budget, and investment policy:
 - a. **Financial Report.** No action was taken on this item.
 - b. **\$500.00 Expenditure Report.** No action was taken on this item.
 - c. **Legal & Consulting Fees Budget Report.** No action was taken on this item.
6. Report and recommendations by Rose Rodriguez, Tax Assessor Collector, concerning adjustments and corrections, if any, to assessments, taxes, and charges by EPCWID.
 - a. **Review tax report and adjustments-** The tax report was

reviewed, and the following are the tax adjustments for the month of April:

After a motion by Art Ivey, seconded by Miguel Teran, duly considered and carried by unanimous vote of the Board, the following resolution was adopted:

WHEREAS: Rose Rodriguez, Tax Assessor/Collector for EPCWID1 recommends adjustments or corrections to the tax rolls reviewed during the month of April 2023;

NOW, THEREFORE, BE IT RESOLVED: that the following adjustment and correction have been reviewed, approved and are attached to these minutes:

- 1. Reference Account, \$20.00, 2022;**
- 2. Big Diamond Inc, \$13.04, 2022;**

- b. 2013-2023 The City of El Paso and it's Public Service Board Assignments, 2013-2023 Lower Valley Water District Assignments and Report on tax suits. No action was taken on this item.**
- c. Comparison of EPCWID tax assessments and collection during 2021 and 2022. No action was taken on this item.**

7. General Manager's report concerning the following:

- a. Meeting with Congressman Tony Gonzales. No action was taken on this item.**

8. District Engineer's report and recommendations concerning the following:

- a. Rio Grande Project Operating Agreement Accounting. No action was taken on this item.**
- b. Rio Grande Compact Accounting. No action was taken on this item.**
- c. Rio Grande Project Water Supply and Water Allocations. No action was taken on this item.**

d. Status of 3rd Party Construction in District Canals and Drains.

No action was taken on this item.

9. Maintenance Manager's report and recommendations concerning the following:

Drain maintenance program and water delivery system. No action was taken on this item.

10. Water Master's report and recommendations concerning the following:

Water use and availability. No action was taken on this item.

11. Water delivery allocations to EPCWID water users and water available by contract. **None.**

12. Subdivision Plats within District Boundary requirement in License Manual.

- a. Application 3361, by B & B Socorro LLC, for Peaceful Valley Subdivision, being all of tract 2-A and a portion of tract 4C, block 52, Ysleta Grant, City of El Paso, El Paso County, Texas, containing 12.1275 acres**

After a motion by Art Ivey, seconded by Larry Ceballos, duly considered and carried by unanimous vote of the Board the following resolution was adopted:

RESOLVED: that application 3361, by B & B Socorro LLC, for Peaceful Valley Subdivision, being all of tract 2-A and a portion of tract 4C, block 52, Ysleta Grant, City of El Paso, El Paso County, Texas, containing 12.1275 acres for submission of an irrigable land exhibit is approved.

13. Applications for License for Use of District Real Property:

- a. 5 Applications by Conterra Ultra Broadband, LLC**

Application 3262, by Conterra Ultra Broadband LLC, for a 25-year license for a subsurface fiber optic cable system, crossing the Salitral Lateral (an irrigation canal) at Alameda Ave., at approximately station 602+60

Application 3264, by Conterra Ultra Broadband LLC, for a 25-year license for a subsurface fiber optic cable system, crossing the Mesa Drain (an irrigation canal) at Alameda Ave., at approximately station 32+64

Application 3265, by Conterra Ultra Broadband LLC, for a 25-year license for an aerial fiber optic cable system, crossing the Franklin Canal (an irrigation canal) at Alameda Ave., at approximately station 1555+85

Application 3266, by Conterra Ultra Broadband, LLC, for a 25-year license for a subsurface fiber optic cable system, crossing the Franklin Canal (an irrigation canal) at Alameda Ave, at approximately station 1542+85

Application 3347, by Conterra Ultra Broadband, LLC, for a 25-year license for a subsurface fiber optic cable system, crossing Montoya Lateral Branch "A" (an irrigation canal) at Lindbergh Dr., at approximately station 1543+85

After a motion by Larry Ceballos, seconded by George Brooks, duly considered and carried by unanimous vote of the Board the following resolution was adopted:

RESOLVED: the 5 Applications by Conterra Ultra Broadband LLC are approved upon the condition that the applicant meets all requirements, including paying all fees and cost required by the license and providing the District with three signed originals of the license, both within 60 days hereafter, and the officers of EPCWID are authorized and directed to execute such license, a copy of which is attached hereto.

- b. Request for Information 3370, Memorandum of Understanding Between the United States Customs and Border Protection and El Paso County Water Improvement District No. 1 for Vegetation Control in Irrigation and Drainage Canals Adjacent to the Rio Grande in El Paso County, Texas**

After a motion by George Brooks, seconded by Miguel Teran, duly considered and carried by unanimous vote of the Board the following resolution was adopted:

RESOLVED: that the request for Information 3370, Memorandum of Understanding Between the United States Customs and Border Protection and El Paso County Water Improvement District No. 1 for Vegetation Control in Irrigation and Drainage Canals Adjacent to the Rio Grande in El Paso County, Texas is approved and the officers of EPCWID are authorized and directed to execute such agreement, a copy of which is attached hereto.

14. Approval of Construction Dewatering Licenses for Conveyance Groundwater: None.
15. Letters of Approval and/or Amendments of existing License Agreements: None.
16. Agreement to classify Non-irrigable land as irrigable land: None
17. Sale of Surplus District Real Property under 49.226 of the Texas Water Code. None.
18. Grants Agreements involving District Real Property
 - a. **Grant Assistance Agreement Number R19AP00046-00 (as amended by R19AP00046-01) between EPCWID and USBR for La Union East Canal Concrete Lining Design Project.**

After a motion by Miguel Teran, seconded by Larry Ceballos, duly considered and carried by unanimous vote of the Board the following resolution was adopted:

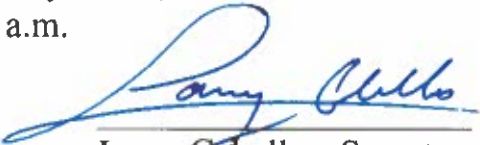
RESOLVED: that Grant Assistance Agreement Number R19AP00046-00 (as amended by R19AP00046-01) between EPCWID and USBR for La Union East Canal Concrete Lining Design Project is approved.

b. Grant Assistance Agreement Number R22AP00052-00 (as amended by R22AP00052-01) between EPCWID and USBR for Montoya Main Lateral Concrete Lining Project: Phase II.

After a motion by Miguel Teran, seconded by Larry Ceballos, duly considered and carried by unanimous vote of the Board the following resolution was adopted:

RESOLVED: that Grant Assistance Agreement Number R22AP00052-00 (as amended by R22AP00052-01) between EPCWID and USBR for Montoya Main Lateral Concrete Lining Project: Phase II is approved.

19. Any or all of the items shown on the attached Closed Meeting Agenda.
No action was taken on this item.
20. Consideration of agenda items for next regular board meeting.
21. **Adjournment.** On motion duly made, seconded and carried, the Board Meeting adjourned at 10:21 a.m.


Larry Ceballos, Secretary



April 2023

Tax Assessment and Charges Adjustments

Date	Owner #	Owner Name	Land #	Tax Assessment	Water Delivery - Allocation	Water Delivery - Non-Allocation	Accounting Service Charge (ASC)	Penalty & Interest (P&I)	Total	Tax Years and Explanation
1	4/13/2023	00001279	Referente Account	46157560	\$ -	\$ -	\$ (20.00)	\$ -	\$ (20.00)	Inadvertently Land Code 2 (Farm Tract) parcel was not changed to Land Code 16 (Reference Account). Parcel is now known as Villas De Socorro Subdivision (163 lots). Need to remove 2022 Accounting Service Charge.
2	4/18/2023	00574426	Big Diamond Inc	44760840	\$ (11.75)	\$ -	\$ -	\$ (1.29)	\$ (13.04)	The State of Texas acquired 0.47 acre for Right of Way in 2011 (Doc #20110035086). Need to adjust 2022 Tax Assessment and Penalty & Interest Charge.
Total Adjustments					\$ (11.75)	\$ -	\$ (20.00)	\$ (1.29)	\$ (33.04)	

**MEMORANDUM OF UNDERSTANDING BETWEEN UNITED STATES CUSTOMS AND BORDER PROTECTION AND
EI PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1 FOR VEGETATION CONTROL IN IRRIGATION AND
DRAINAGE CANALS ADJACENT TO THE RIO GRANDE IN EL PASO COUNTY, TEXAS**

ARTICLE I. DEFINITIONS, BACKGROUND & AUTHORITY

1.1 Definitions.

1.1.1 This Memorandum of Agreement (MOU) is made by and between the El Paso County Water Improvement District No. 1 (EPCWID or District) and the U.S. Customs and Border Protection (CBP), a constituent bureau of the Department of Homeland Security (DHS).

1.1.2 Throughout this MOU, the DHS and its bureaus will collectively be called "CBP."

1.1.3 Throughout this MOU, EPCWID and CBP are collectively referred to as the "Parties."

1.1.4 "Project Area" consists of that geographic area defined in Exhibit A of this MOU and includes the banks and beds of: 1) the portion of the Riverside Canal from its heading to the Island Feeder Canal; 2) the entire Riverside Intercepting Drain; 3) the entire Border Interceptor Drain from its heading to the Fabens Waste Channel; 4) the entire Border Intercepting Spur Drains No.1 and No. 2; and 5) the portion of the Guadalupe Lateral adjacent to the Border Intercepting Drain.

1.1.5 "Mowing Project" refers to vegetation control projects within the Project Area.

1.1.6 "Contractor" is a non-governmental third party contracted with CBP to conduct the Mowing Project after obtaining a license from EPCWID.

1.2 Authorities of EPCWID.

EPCWID is a political subdivision of the State of Texas created under Article XVI, Section 59, and operating under Chapter 49, to the extent applicable, and Chapter 55 of the Texas Water Code.

1.3 Authorities of the CBP.

As a component of the Department of Homeland Security (DHS), the CBP's mission is to control and guard the boundaries and borders of the United States and obtain operational control of the border. It is authorized to implement its mission under the:

1.3.1 Homeland Security Act of 2002, Pub. L. 107-296, codified at 6 U.S.C. §§ 101 et seq.;

1.3.2 Section 102 of the Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. 104-208, as amended;

1.3.3 8 U.S.C. § 1103, and other acts amendatory thereof and supplementary thereto.

ARTICLE II. PURPOSE & BACKGROUND

2.1 Background.

2.1.1. The Parties are committed to protecting federal and District lands and natural and cultural resources, where possible, and preventing adverse impacts associated with the Mowing Project.

2.1.2. EPCWID owns and operates irrigation and drainage canals near the international border between the American Diversion Dam, located in El Paso, Texas, and the outlet to the Rio Grande of the Fabens Waste Channel located approximately 2.5 miles south-by-southwest of Tornillo, Texas.

2.1.3. Within the Project Area, EPCWID maintains the irrigation canals and drains for agricultural purposes.

2.1.4. EPCWID has conducted required engineering reports and, consistent with such reports, performs maintenance as necessary to meet EPCWID operational requirements.

2.1.5. Maintenance includes reducing vegetation to ensure the irrigation and drainage canals adequately convey water.

2.1.6. CBP has found the condition of vegetation in the irrigation and drainage canals to be critical to the CBP mission of deterring illegal crossing into the United States.

2.1.7. EPCWID is not authorized to conduct vegetation management for CBP's mission; therefore, it cannot control the vegetation in the irrigation and drainage canals to a level necessary to support CBP's border security mission.

2.1.8. The Parties agree that the irrigation and drainage canals require additional vegetation control to support CBP's border security mission.

2.1.9. Parties wish to work cooperatively to address the additional vegetation control needs for the irrigation and drainage canals.

2.2 Purpose.

The Purpose of this MOU is to: acknowledge that CBP's mission requires specific increased vegetation control on EPCWID property, set forth the scope of increased vegetation control required by the CBP mission on EPCWID's property, and provide for a process by which CBP's Contractor may obtain a License Agreement with EPCWID to access EPCWID's irrigation and drainage canals for vegetation control within the Project Area.

ARTICLE III. SCOPE

3.1 Duration.

This MOU will take effect when signed by both Parties and shall remain in effect through May 31, 2024, unless it is terminated earlier in accordance with Article VIII of this MOU.

3.2 Geographic Area.

The Project Area identified by CBP that may require mowing is identified on a map attached hereto as Exhibit A, which is incorporated as part of this MOU.

ARTICLE IV. ROLES & RESPONSIBILITIES.

4.1 Interagency Communication.

The following representatives shall serve as the points of contact on all matters relating to this MOU:

For EPCWID:

Jay Ornelas, PE, General Manager
El Paso County Water Improvement District No. 1
Office: 915-872-4000 Cell: 915-238-2456 Email: jornelas@epcwid1.org

For CBP:

Robert Elledge, Jr., Program Manager / COR III-Del Rio & Big Bend Sectors
DHS/CBP, FM&E BPFTI-Tactical Infrastructure ("CBP Representative")
Desk: (830) 778-7095 Cell: (830) 477-7830 Email: robert.e.elledge@cbp.dhs.gov

4.2 EPCWID Roles and Responsibilities.

- 4.2.1. EPCWID and CBP will review the Mowing Project plans annually.
- 4.2.2 EPCWID is authorized to review Mowing Project (Work Orders) and shall retain the authority to disapprove of, or require amendments to, CBP's Mowing Project (Work Orders) to ensure conformance with EPCWID requirements. EPCWID has the sole discretion to determine whether all proposed Mowing Projects meet EPCWID requirements for mowing work on EPCWID property.

4.3 CBP Roles and Responsibilities.

- 4.3.1 A Mowing Project event shall not interfere with EPCWID's maintenance or operations.
- 4.3.2 A maximum of four (4) Mowing Project events shall occur annually within the Project Area.
- 4.3.3 CBP and Contractor will attend meetings required by 4.2 herein and any other meetings needed to implement a Mowing Project.
- 4.3.4 Every year, no later than February 1, the Contractor will submit a proposed plan for Mowing and Vegetation Control Projects, which will, at a minimum: (1) identify specific locations, dates, and equipment and methodology for mowing; and (2) a work plan for each Mowing Project event that demonstrates that the vegetation control will be conducted in a manner consistent with the requirements of this MOU.
- 4.3.5 In addition to approval of the plans under 4.3.4 for quarterly Mowing Project events, the Contractor will notify EPCWID in writing within seven (7) days of the start of a Mowing Project event.
- 4.3.6 Before conducting any Mowing Project event, the CBP shall complete all of the required environmental assessments and actions necessary for Mowing Projects, including consultations, permits, studies, or other approvals necessary under federal law, including, but not limited to, the Endangered Species Act, National Environmental Policy Act, the Clean Water Act, and the Migratory Bird Treaty Act.
- 4.3.7 If CBP or the Contractor fails to comply with the conditions set forth herein or contained with any executed License Agreement between EPCWID and the Contractor, then EPCWID may request that the CBP immediately cease its Contractor's activity on EPCWID's property, and EPCWID may decline to allow further Mowing Project events until EPCWID and CBP have resolved CBP's or the Contractor's failure to comply with the conditions.
- 4.3.8 If the EPCWID Representative notifies the CBP Representative that the vegetation control will interfere with EPCWID operations, CBP will work with EPCWID to schedule an alternative timeframe for CBP's mowing operation.
- 4.3.9 CBP shall obtain written authorization from EPCWID before any herbicide application for vegetation control, and no application of any chemical or herbicide to the Riverside Canal, Guadalupe Lateral, or any irrigation canal is allowed.

4.4 Required Conditions for CBP's Contractor

The Contractor shall comply with the following conditions when conducting any Mowing Project event:

4.4.1 Before starting any work with the Project Area, the Contractor shall obtain an executed License Agreement issued by EPCWID to the Contractor authorizing the Contractor to perform the Mowing Project work within the Project Area. (See <https://epcwid1.org/public-information/license-manuals> for more information on how to obtain a license).

4.4.2 The CBP and Contractor will establish a work plan for each Mowing Project event to ensure that it is conducted in a manner that ensures compliance with this MOU.

4.4.3 The Contractor will avoid damaging the EPCWID irrigation and drainage canals, structures, and equipment and shall not compromise their irrigation, drainage, and flood control purpose. The Contractor will immediately notify EPCWID of any damage it or a Contractor causes to EPCWID property or facilities operated by EPCWID.

4.4.4 The Contractor will avoid damaging the structures of the irrigation and drainage canals. The Contractor will immediately notify EPCWID of any damage caused by the Contractor.

4.4.5 CBP and the Contractor acknowledge that EPCWID operations, construction, and other activities take priority over Mowing Project events and will schedule such events to avoid conflict with EPCWID operations, construction, and other activities in the irrigation and drainage canals or on the levee. Should a conflict occur, CBP and the Contractor will reschedule the Mowing Project event as necessary to allow EPCWID to operate. EPCWID is not responsible for any costs associated with delays caused by EPCWID operations or actions.

4.4.7 The Contractor shall maintain in force, during the performance of any work contemplated by this MOU, a policy of Commercial General Liability Insurance issued by a company licensed to do business within the State of Texas, ensuring the Contractor and listing EPCWID as additional insured, with a combined single limit of two million dollars (\$2,000,000.00) for bodily injury or death or property damage, and excess "umbrella" liability coverage of not less than two million dollars (\$2,000,000.00). The Contractor shall maintain risk property insurance on its own equipment in sufficient amounts to cover any loss thereof. The Certificate of Insurance shall list EPCWID as an additional insured.

ARTICLE V. BUDGET & PAYMENTS

5.1 Neither Party will acquire any accountable property under this MOU.

5.2 This MOU is neither a fiscal nor funds obligation document. This MOU does not constitute a financial obligation or a basis for expenditures.

5.3 This agreement does not obligate the Parties or the United States to spend funds on any particular project or purpose, even if funds are available.

5.4 This MOU does not obligate the Parties to enter into any agreements, contracts, or other obligations but does require the Contractor to obtain a License Agreement from EPCWID before the CBP or the Contractor perform any activities or work on EPCWID irrigation and drainage canals or any other property or facilities owned or operated by EPCWID.

5.5 Nothing in this MOU may be construed to financially obligate EPCWID or the United States to any current or future expenditures of resources before the availability of appropriations from Congress.

ARTICLE VI. MODIFICATION

6.1 This MOU may be modified at any time through a written agreement signed by both Parties. Authority to approve any amendment of this MOU is expressly limited to the EPCWID's Board of Directors with technical guidance from the EPCWID's General Manager and District Engineer and by CBP's Director of Border Patrol Facilities and Tactical Infrastructure Program Management Office, Facilities Management, and Engineering.

ARTICLE VII. TERMINATION

6.1 Either party may terminate this MOU by providing a 30-day written notice of termination to the other Party through its Representative.

ARTICLE VIII. MISCELLANEOUS

8.1 Severability. Should any provision of this MOU be determined to be inconsistent with federal law, such provision shall be severed without impact on the other parts of this MOU.

8.2 Third-Party Rights. This document is an inter-governmental agreement between the Parties and does not create or confer any rights, privileges, or benefits upon any person, party, or entity. This MOU is not and shall not be construed as a rule or regulation.

8.3 Non-interference with Statutory Duties. This MOU shall be implemented consistent with the statutory and treaty provisions under which the Parties undertake their activities. Nothing in this MOU will be construed as affecting the authority or jurisdiction of either Party in carrying out its responsibilities under existing statutes or treaties.

IN WITNESS WHEREOF, the PARTIES hereto execute this instrument to be effective when signed and dated by both PARTIES.



Date: 24 May 2023

Donald G Whittaker, Principal Contracts Manager, Tactical Infrastructure Maintenance Solutions (TIMS) JV
Border Patrol Facilities and Tactical Infrastructure PMO Facilities Management & Engineering
U.S. Customs and Border Protection Department of Homeland Security

PAUL R ENRIQUEZ

Digitally signed by PAUL R ENRIQUEZ

Date: 2023.05.24 13:00:34 -04'00'

Date: 05/24/23

Paul Enriquez, Infrastructure Program Director, Program Management Office Directorate,
United States Border Patrol



Date: 5-25-23

~~Johnny Stubbs, President~~
Board of Directors

Arthur H. Ivey, Jr., Vice-President

El Paso County Water Improvement District No 1