

**Minutes of Regular Meeting  
Board of Directors  
El Paso County Water Improvement District No. 1  
(EPCWID)  
December 13, 2023**

<b>DIRECTORS PRESENT</b>	<b>EMPLOYEES PRESENT</b>
<b>Johnny Stubbs, President (via zoom)</b>	<b>Jay Ornelas, PE General Manager</b>
<b>Art Ivey, Vice-President</b>	<b>Lisa Aguilar, Chief Administrative Officer</b>
<b>Larry Ceballos, Secretary</b>	<b>Mary Cortez, Chief Financial Officer</b>
<b>George Brooks, Assistant Secretary</b>	<b>Rose Rodriguez, Tax Assessor Collector</b>
<b>Miguel Teran, Director</b>	<b>Claudia Ruiz, Administrative Assistant</b>
	<b>David Ortega, Licensing Field Representative</b>
<b>LEGAL COUNSEL</b>	
<b>Maria O'Brien, Attorney At Law (via zoom)</b>	<b>GUESTS</b>
<b>Renea Hicks, Attorney At Law (via zoom)</b>	<b>Robert Kimpel, Guest</b>
	<b>Jerry Melendez, Reclamation</b>
<b>DISTRICT ENGINEER</b>	<b>Samira Lopez, JCGAR/ Icon</b>
<b>Dr. Al Blair, PE District Engineer (via zoom)</b>	

1. Call to order and establishment of a quorum.

**There being a quorum of Directors present, the meeting was called to order by Vice-President Art Ivey 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 November 15, 2023 meetings of the Board of Directors.

After a motion by Johnny Stubbs, 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 November 15, 2023 are approved.**

4. Report and recommendations by Lisa Aguilar, Chief Administrative Officer/Election Officer, and Renea Hicks 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. (October and November)** No action was taken on this item.
  - b. **\$500.00 Expenditure Report. (October and November)** No action was taken on this item.
  - c. **Legal & Consulting Fees Budget Report. (October and November)** 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 limitation on the collection of taxes for real-property that are delinquent for more than 20 years pursuant to Texas Property Tax Code Sec. 33.05 (2):**

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:

**WHEREAS: Rose Rodriguez, Tax Assessor/Collector for EPCWID1 recommends adjustments or corrections to the tax rolls for properties with delinquent taxes for 20 or more years as allowed under Texas Property Tax Code Section 33.05(c);**

**NOW, THEREFORE, BE IT RESOLVED:** that the following adjustments and corrections have been reviewed, approved and are attached to these minutes.

**b. Adjustments of assessments**

After a motion by Johnny Stubbs, seconded by Larry Ceballos, 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 November 2023;

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

1. Benavidez Angel D to Texas Historical Commission, (\$1.17), 2023
2. Housing Authority of the City of El Paso DBA Housing Opportunity Management Enterprises DBA "HOME", (\$182.25), 2023
3. Arundina LLC to El Paso Collaborative for Community & Economic Development, (\$22.25), 2023

**c. 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.

**d. Comparison of EPCWID tax assessments and collection during 2022 and 2023.** No action was taken on this item.

7. General Manager's report concerning the following:

**a. Letter to Reclamation regarding participation in Drought Resilience Team.** 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 3<sup>rd</sup> Party Construction in District Canals and Drains.** No action was taken on this item.

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

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

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

**Drain maintenance program and water delivery system.** 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. **None**

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

a. **4 Applications by Lower Valley Water District**

**Application 3395, by Lower Valley Water District, for a 25-year license to place an 8-inch sanitary sewer line inside a 16-inch steel casing across the Dolan Drain (a drainage canal), at Melton Place, at approximately station 70+93**

**Application 3396, by Lower Valley Water District, for a 25-year license to place a 4-inch sanitary sewer line inside an 8-inch steel casing across the Dolan Drain (a drainage canal), at Melton Place, at approximately station 70+93**

**Application 3397, by Lower Valley Water District, for a 25-year license to place an 8-inch sanitary sewer line inside a 16-inch steel casing across the Franklin Canal (an irrigation canal), at Melton Place, at approximately station 1129+42**

**Application 3398, by Lower Valley Water District, for a 25-year license to place a 4-inch sanitary sewer line inside an 8-inch steel casing across the Franklin Canal (an irrigation canal), at Melton Place, at approximately station 1129+42**

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 4 Applications by Lower Valley Water District, 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. Application 3411, by Odin Environmental Solutions, LLC, for temporary private ingress and egress construction license to field along the banks of the Borderland Spur Drain (a drainage canal), from Station 121+53 to 144+90**

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

**RESOLVED: that Application 3411, by Odin Environmental Solutions, LLC, for temporary private ingress and egress construction license to field along the banks of the Borderland Spur Drain (a drainage canal), from Station 121+53 to 144+90, is 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.**

- c. Application 3442, by Tactical Infrastructure Maintenance Solutions, LLC, for Temporary Construction Easement on various District facilities from Riverside Canal heading to Hudspeth Feeder Canal, to include bed and banks of canals and drains, adjacent to the Rio Grande in El Paso County, Texas**

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

**RESOLVED: that Application 3442, by Tactical Infrastructure Maintenance Solutions, LLC, for Temporary Construction Easement on various District facilities from Riverside Canal heading to Hudspeth Feeder Canal, to include bed and banks of canals and drains, adjacent to the Rio Grande in El Paso County, Texas is 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.**

- d. Application 3454, by Vickrey & Associates, LLC, for a Temporary Construction Easement for temporary private ingress and egress within the Franklin Canal for right of way mapping and design, from US 54 to Alameda Avenue**

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

**RESOLVED: that Application 3454, by Vickrey & Associates, LLC, for a Temporary Construction Easement for temporary private ingress and egress within the Franklin Canal for right of**

**way mapping and design, from US 54 to Alameda Avenue, is 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.**

14. Letters of No Objection for Natural Gas Service installed with the Rights-of-Ways of Public Roads: **None.**
15. Approval of Construction Dewatering Licenses for Conveyance Groundwater:
  - a. **Application 3456, by Spiess Construction Co., Inc., for a license for use of District facilities for conveyance of groundwater from construction dewatering into the Mesa Drain**

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

**RESOLVED: that Application 3456, by Spiess Construction Co., Inc., for a license for use of District facilities for conveyance of groundwater from construction dewatering into the Mesa Drain, is approved upon the condition that the applicant meets all requirements of the license, 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.**

16. Letters of Approval and/or Amendments of existing License Agreements: **None.**
17. Agreement to classify Non-irrigable land as irrigable land: **None.**
18. Sale of Surplus District Real Property under 49.226 of the Texas Water Code. **None.**

19. Grants Agreements involving District Real Property:

- a. **Proposed alignment of County of El Paso multi-use path adjacent to Texas 20 from Fabens to Tornillo (information only).** No action was taken on this item.

20. Any or all of the items shown on the attached Closed Meeting Agenda.

**The Board then entered into a closed session at 10:33 a.m. regarding the items to be considered in closed session as shown on the Notice of Public Meeting. The Board subsequently returned to the open session at 12:18 p.m. with no action having been taken in the closed session.**

Pursuant to Texas Government Code §551.074, the Board will conduct a closed meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the below indicated officer(s) or employee(s) of EPCWID indicated below:

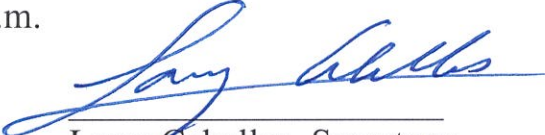
**Consideration of new Annual Contract for General Manager**

On duly seconded motion, the Board adopted the following resolution by a vote of 3 for (President Stubbs, Vice President Ivey, and Secretary Ceballos) and 2 against (Directors Brooks and Teran):

**RESOLVED: that the Board of Directors approved the Annual Contract of Oscar David Ornelas, Jr., General Manager, a copy of which is attached hereto.**

21. Consideration of agenda items for next regular board meeting.

22. **Adjournment.** On motion duly made, seconded and carried, the Board Meeting adjourned at 12:20 p.m.

  
Larry Ceballos, Secretary



## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into as of, and shall commence on, January 9, 2024, by and between EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1 (“District”) and OSCAR DAVID (JAY) ORNELAS, an individual (“Employee”).

### RECITALS

WHEREAS, the District is a political subdivision of the State of Texas established under Article XVI, Section 59 of the Texas State Constitution;

WHEREAS, the District delivers surface water from the Rio Grande River in El Paso County, Texas to water right lands in El Paso County and assesses and collects taxes for the water right lands within its boundaries;

WHEREAS, Employee has prior experience and expertise with the District and its operations and agrees to accept employment with the District under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises, representations, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term:** This Agreement shall commence and become effective on January 9, 2024 (“Effective Date”) and, unless terminated sooner pursuant to Section 5, shall continue in effect until the first anniversary of the Effective Date (“Initial Term”). Unless this Agreement is extended pursuant to Section 5(A), it will expire at the conclusion of the Initial Term.
2. **Position, Employee Disclosure and Duties:** Employee will be employed full-time as General Manager. Employee will report directly to the Board of Directors of the District and will perform the below-referenced duties subject to the approval or rejection of the District. Employee will work exclusively and full-time for District.
  - A. Employee’s primary job duties shall include, but not limited to:
    - i. Supervise and manage the operations and all aspects of the District’s business.
    - ii. Any other duty as may be assigned by the Board of Directors from time to time, or change in any of the above-referenced duties.
  - B. These duties may be changed, added to, or eliminated, at any time in the sole discretion of the District.

- C. Employee will immediately disclose to the District any consulting agreements or relationships, board memberships, or other professional commitments he has with or to any third party. The District has the right to require Employee to terminate or cease any such relationship during the term of this Agreement.
3. **Salary:** Employee shall be paid an annual salary of \$285,000, to be paid pursuant to the District's normal payroll procedures, and subject to any deductions required by any applicable benefit plan, or local, state, or federal law.
4. **Benefits:** Employee shall receive the following benefits:
- A. **Vehicle:** Employee will be provided a vehicle by the District to use for business purposes. Employee will use the vehicle only for proper purposes and must operate the vehicle at all times in safe and prudent manner. The cost of providing this one vehicle to Employee shall be allocated as an expense of the District. The District will maintain insurance on the vehicle. Employee must at all times be insurable and provide proof of insurance to the District. Employee also must notify the District of any motor vehicle citation he receives, or any motor vehicle accident in which he is involved, while driving the District vehicle. Employee is responsible for any fines or penalties related to any such citation.
  - B. **Cell Phone:** Employee will be provided with a mobile phone to use for business purposes. Employee will use the mobile phone for legitimate business purposes and will not operate it while driving a vehicle on District business.
  - C. **Healthcare and Other Benefits:** Employee shall be eligible to participate in any District-sponsored healthcare plan, retirement plan, and other employee benefit plan or District-provided benefits in accordance with the terms of such plans. Employee will be eligible for vacation, sick leave and other benefits to which District employees are eligible in accordance with any policies providing such benefits.
5. **Extension, Termination and Resignation:**
- A. **Extension:** The Initial Term may be extended beyond the period set forth in Section 1, as mutually agreed upon by District and Employee in a written document signed by Employee and the District's authorized representative. If the Initial Term is extended, this Agreement shall control any such extension period, except as amended pursuant to the requirements of this Agreement.

- B. **Termination or Resignation:** Notwithstanding anything in Section 5.A. either the District or Employee may terminate this Agreement and Employee's employment at any time with or without cause, whether in the Initial Term or in any extended term.
6. **Severability:** If any term or provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement. The offending term or provision shall be deemed deleted as though it had never been included herein, but the remainder of this Agreement shall remain in full force and effect.
7. **Assignment:**
- A. **Employee:** This Agreement shall not be assignable or transferred by Employee, without the written consent of the District, signed by the District's authorized representative.
- B. **District:** The District may assign its rights and obligations under this Agreement without consent of Employee in the event that the District shall effect a reorganization, consolidation or other business change.
8. **No Waiver:** The failure of the District to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of the District's rights or deprive the District of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
9. **Successors and Binding Agreement:** This Agreement shall inure to the benefit of and be binding upon District, its successors, and assigns. This Agreement shall also inure to the benefit of and be binding upon Employee, Employee's executors, representatives, and heirs.
10. **Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
11. **No Third Party Beneficiaries:** Nothing contained in this Agreement, whether express or implied, is intended, or shall be deemed, to create or confer any right, interest or remedy for the benefit of any person other than as otherwise provided in this Agreement.
12. **Entire Agreement:** This Agreement supersedes all prior employment agreements, negotiations, promises, or understandings of any kind solely with respect to Employee's employment with the District as set forth herein. Any representation, promise or condition concerning Employee's employment with the District,

whether written or oral, not specifically incorporated herein, shall have no binding force or effect upon the parties.

13. **Employee Recognition of No Representation by District Counsel:** Employee acknowledges that he is not represented by District's counsel, that no attorney-client or representative relationship of any kind was or has been established or intended by and between District's counsel and Employee, and that to the extent required, Employee expressly waives any conflicts of interest.
14. **Employee Review of Agreement:** Employee acknowledges and agrees that he has been given a sufficient and fair opportunity to review this Agreement himself and with the legal counsel of his choice prior to signing this Agreement.
15. **Amendments:** No amendment, alteration, extension, modification, change, termination, or waiver of any provision of this Agreement shall be valid or enforceable (even if Parties act in conformance with any invalid amendment) unless it is in writing and signed by Employee and the District's authorized representative.
16. **Counterparts:** This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

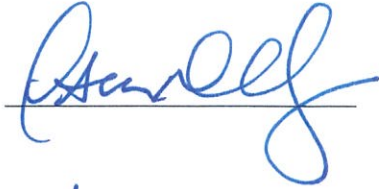
**[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY. THE SIGNATURE PAGE IS ON THE FOLLOWING PAGE]**

**SIGNATURE PAGE**

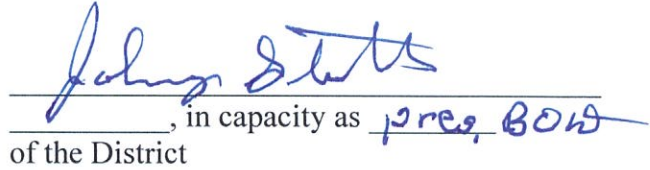
**IN WITNESSS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

EMPLOYEE:

EL PASO COUNTY WATER IMPROVEMENT  
DISTRICT NO. 1:



12/13, 2023

  
\_\_\_\_\_, in capacity as pres. BOB  
of the District

1/17/24, 2024