

**MINUTES
PUBLIC SERVICE BOARD
CITY OF EL PASO
June 14, 2017**

The regular meeting of the Public Service Board was held Wednesday, June 14, 2017, at the El Paso Water Utilities Public Service Board Meeting Room located at 1154 Hawkins Boulevard, El Paso, Texas.

PSB MEMBERS PRESENT

Henry Gallardo, Chair
Christopher Antcliff, Vice Chair
Mayor Oscar Leeser, Ex-Officio Member
Dr. Ivonne Santiago, Member

PSB MEMBERS ABSENT

Terri Garcia, Secretary-Treasurer
Bradley Roe, Member
Dr. Kristina Mena, Member

PSB EMPLOYEES PRESENT

John E. Balliew, P.E., President and Chief Executive Officer
Lee Ann Koehler, General Counsel

EPWU EMPLOYEES PRESENT

Matthew Behrens, Assistant General Counsel
Marcela Navarrete, Vice President
Art Duran, Chief Financial Officer
Ferne Rico, Chief Operations Officer
Armando Renteria, Chief Information Officer
Gretchen Byram, Computer Media Specialist
Georgette Webber, Executive Assistant
Levi Chacon, Purchasing Agent
Lisa Rosendorf, Chief Communications and Government Affairs Officer
Joshua Moniz, Lead Public Information Coordinator
Robert Davidson, Temporary Employee
Jillian Velasquez-Shipp, Records Processing Center Supervisor
Warren Marquette, Capital Projects Manager
Mirtha Solis, Project Compliance Specialist
George Perez, Project Compliance Specialist

GUESTS

Pam Farone, Citizen
Joe Cardenas, Moreno Cardenas
Phil Rothstein, Bath Engineering
Sanaan Villalobos, Carollo Engineers
Isaac Campos, CDM Smith
Frank Spencer, Frank X. Spencer and Associates
Michael Ancell, CH2M Hill
Emile Couroux, Essco Environmental

MEDIA

None

The Public Service Board meeting was called to order by Mr. Gallardo at 8:06 a.m. A quorum of its members was present. After a moment of silence, those in attendance joined Mayor Leeser, in reciting the Pledge of Allegiance.

CONSENT AGENDA

On a motion made by Mr. Antcliff, seconded by Mayor Leeser and unanimously carried, the Board took action on the following agenda items:

APPROVED THE MINUTES OF THE REGULARLY SCHEDULED MEETING HELD ON MAY 10, 2017.

The Board approved the minutes of the regularly scheduled meeting held on May 10, 2017.

APPROVED THE PURCHASE OF AN ODOR CONTROL FAN THROUGH THE NATIONAL JOINT POWERS ALLIANCE COOPERATIVE BUY BOARD CONTRACT NUMBER NJPA 011614-MII FROM MOTION INDUSTRIES INC. IN THE AMOUNT OF \$72,227.10.

The Board approved the purchase of an odor control fan through the National Joint Powers Alliance Cooperative buy board Contract Number NJPA 011614-MII from Motion Industries Inc. in the amount of \$72,227.10.

REGULAR AGENDA

PRESENTATION OF THE 2017 UNIVERSITY OF TEXAS AT EL PASO COLLEGE OF ENGINEERING GOLDEN IMPACT COMMUNITY PARTNER AWARD.

Mr. Balliew said on May 17, 2017, the University of Texas at El Paso held a Community Partner Appreciation Breakfast. During this event, El Paso Water received the 2017 College of Engineering's Golden Impact Community Partner Award for collaborating with the College of Engineering's faculty and students to enrich the academic process and the quality of life in the El Paso region. Mr. Balliew presented the award to the Board.

AWARDED PROFESSIONAL SERVICES CONTRACTS FOR ON-CALL STRUCTURAL ENGINEERING SERVICES, EACH IN AN AMOUNT NOT TO EXCEED \$350,000 AND WITH A TERM OF TWO YEARS, TO MM STRUCTURAL ENGINEERS, INC. AND AIA ENGINEERS, LTD. AND AUTHORIZED THE USE OF COMMERCIAL PAPER.

Mr. Gilbert Trejo, Chief Technical Officer, made a PowerPoint presentation to the Board regarding items 4 through 14 (copy on file in Central Files). El Paso Water has a variety of structures within the Utility's systems throughout the city. All of these structures need to be maintained properly and ordinarily Utility personnel accomplish this in-house. However, when there is damage to a structure, there is a possibility that it may need to be inspected by a qualified structural engineer. The on-call services contracts will be used to design repairs to Utility structures as well as any other unforeseen issues or needs that may arise. The Architectural/Engineering Selection Advisory Committee met on May 10, 2017, to review and recommend selection of the engineering firms for these services. Proposals were scored in the areas of technical competence, project approach, team organization and availability, and project management and quality control. AIA Engineers and MM Structural Engineers were selected as the most qualified firms that best meet the needs of the Utility for these important services and demonstrated excellent abilities in all the evaluated categories. Each consultant will be issued a professional services contract for a maximum amount of \$350,000 and each contract will be limited to two years. Mr. Trejo addressed questions from the Board regarding this item.

On a motion made by Mr. Antcliff, seconded by Mayor Leeser, and unanimously carried, the Board awarded professional services contracts for On-Call Structural Engineering Services, each in an amount not to exceed \$350,000 and with a term of two years, to MM Structural Engineers, Inc. and AIA Engineers, Ltd. and authorized the use of commercial paper.

AWARDED PROFESSIONAL SERVICES CONTRACTS FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR WASTEWATER TREATMENT PLANTS, EACH IN AN AMOUNT NOT TO EXCEED \$600,000 AND WITH A TERM OF TWO YEARS, TO BROWN AND CALDWELL AND PARKHILL, SMITH & COOPER, INC. AND AUTHORIZED THE USE OF COMMERCIAL PAPER.

This item was heard in conjunction with item 4. El Paso Water has multiple wastewater treatment and water reclamation plants. Engineering services required for the plants include but are not limited to design and procurement of process/mechanical equipment; evaluation and design of structural repairs; electrical upgrades; instrumentation upgrades; architectural components; civil site improvements; hydraulic modeling and analysis; odor control process evaluation, analysis, and studies; wastewater quality analysis; permitting; value engineering; and security enhancements. The Architectural/Engineering Selection Advisory Committee met on May 10, 2017, to review and recommend selection of the engineering firms for these services. Proposals were scored in the areas of technical competence, project approach, team organization and availability, and project management and quality control. Brown and Caldwell and Parkhill, Smith and Cooper were selected as the most qualified firms that best meet the needs of the Utility for these important services and demonstrated excellent abilities in all the evaluated categories. Each consultant will be issued a professional services contract for a maximum amount of \$600,000 and each contract will be limited to two years.

On a motion made by Dr. Santiago, seconded by Mayor Leaser and unanimously carried with Mr. Gallardo abstaining, the award professional services contracts for On-Call Professional Engineering Services for Wastewater Treatment Plants, each in an amount not to exceed \$600,000 and with a term of two years, to Brown and Caldwell and Parkhill, Smith & Cooper, Inc. and authorize the use of commercial paper.

AWARDED PROFESSIONAL SERVICES CONTRACTS FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR WATER TREATMENT PLANTS, EACH IN AN AMOUNT NOT TO EXCEED \$400,000 AND WITH A TERM OF TWO YEARS, TO CDM SMITH, INC. AND CH2M ENGINEERS, INC. AND AUTHORIZED THE USE OF COMMERCIAL PAPER.

This item was heard in conjunction with item 4. El Paso Water has four water treatment plants. Engineering services required for the plants include but are not limited to design and procurement of process/mechanical equipment; evaluation and design of structural repairs; electrical upgrades; instrumentation upgrades; architectural components; civil site improvements; hydraulic modeling and analysis; water treatment process evaluation, analysis, and studies; water quality analysis; permitting; value engineering; and security enhancements. The Architectural/Engineering Selection Advisory Committee met on May 10, 2017, to review and recommend selection of the engineering firms for these services. Proposals were scored in the areas of technical competence, project approach, team organization and availability, and project management and quality control. CDM Smith and CH2M Engineers were selected as the most qualified firms that best meet the needs of the Utility for these important services and demonstrated excellent abilities in all the evaluated categories. Each consultant will be issued a professional services contract for a maximum amount of \$400,000 and each contract will be limited to two years. Mr. Trejo addressed questions from the Board regarding this item.

On a motion made by Mr. Antcliff, seconded by Dr. Santiago and unanimously carried, the Board awarded professional services contracts for On-Call Professional Engineering Services for Water Treatment Plants, each in an amount not to exceed \$400,000 and with a term of two years, to CDM Smith, Inc. and CH2M Engineers, Inc. and authorized the use of commercial paper.

AWARDED PROFESSIONAL SERVICES CONTRACTS FOR ON-CALL ENVIRONMENTAL, PERMITTING, ANALYSIS, AND ASSESSMENTS, EACH IN AN AMOUNT NOT TO EXCEED \$500,000 AND WITH A TERM OF TWO YEARS, TO ARCADIS U.S., INC. AND ESSCO ENVIRONMENTAL, INC. AND AUTHORIZED THE USE OF COMMERCIAL PAPER.

This item was heard in conjunction with item 4. Many of El Paso Water's facilities and new projects require

environmental permitting, analysis, and assessments, which need to be performed by qualified professional environmental engineers. The Architectural/Engineering Selection Advisory Committee met on May 10, 2017, to review and recommend selection of the engineering firms for these services. Proposals were scored in the areas of technical competence, project approach, team organization and availability, and project management and quality control. Arcadis U.S. and ESSCO Environmental were selected as the most qualified firms that best meet the needs of the Utility for these important services and demonstrated excellent abilities in all the evaluated categories. Each consultant will be issued a professional services contract for a maximum amount of \$500,000 and each contract will be limited to two years.

On a motion made by Dr. Santiago, seconded by Mr. Antcliff, and unanimously carried, the Board awarded professional services contracts for On-Call Environmental, Permitting, Analysis, and Assessments, each in an amount not to exceed \$500,000 and with a term of two years, to Arcadis U.S., Inc. and ESSCO Environmental, Inc. and authorized the use of commercial paper.

AWARDED PROFESSIONAL SERVICES CONTRACTS FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR WATER, WASTEWATER, RECLAIMED WATER AND STORMWATER PIPELINES 24-INCHES AND SMALLER, EACH IN AN AMOUNT NOT TO EXCEED \$500,000 AND WITH A TERM OF TWO YEARS, TO BROCK & BUSTILLOS, INC.; CEA ENGINEERING GROUP, INC.; AND HUITT-ZOLLARS, INC. AND AUTHORIZED THE USE OF COMMERCIAL PAPER.

This item was heard in conjunction with item 4. El Paso Water has miles of water, sewer, reclaimed, and stormwater pipelines 24-inches and smaller throughout the city. As these pipeline systems age and expand there is a need for upgrading the existing pipelines and designing new pipelines, which need to be performed by qualified professional engineers. The Architectural/Engineering Selection Advisory Committee met on May 10, 2017, to review and recommend selection of the engineering firms for these services. Proposals were scored in the areas of technical competence, project approach, team organization and availability, and project management and quality control. Brock and Bustillos, CEA Group, and Huitt-Zollars were selected as the most qualified firms that best meet the needs of the Utility for these important services and demonstrated excellent abilities in all the evaluated categories. Each consultant will be issued a professional services contract for a maximum amount of \$500,000, and each contract will be limited to two years.

On a motion made by Dr. Santiago, seconded by Mr. Antcliff and unanimously carried, the Board awarded professional services contracts for On-Call Professional Engineering Services for Water, Wastewater, Reclaimed Water and Stormwater Pipelines 24-inches and Smaller, each in an amount not to exceed \$500,000 and with a term of two years, to Brock & Bustillos, Inc.; CEA Engineering Group, Inc.; and Huitt-Zollars, Inc. and authorized the use of commercial paper.

AWARDED PROFESSIONAL SERVICES CONTRACTS FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR WATER, WASTEWATER, RECLAIMED WATER AND STORMWATER PIPELINES GREATER THAN 24-INCHES, EACH IN AN AMOUNT NOT TO EXCEED \$300,000 AND WITH A TERM OF TWO YEARS, TO CDM SMITH, INC. AND PARKHILL, SMITH & COOPER, INC. AND AUTHORIZED THE USE OF COMMERCIAL PAPER.

This item was heard in conjunction with item 4. El Paso Water has miles of water, sewer, reclaimed, and stormwater pipelines greater than 24-inches throughout the city. As the pipeline systems age and expand there is a need for upgrading the existing pipelines and designing new pipelines, which need to be performed by qualified professional engineers. The Architectural/Engineering Selection Advisory Committee met on May 10, 2017, to review and recommend selection of the engineering firms for these services. Proposals were scored in the areas of technical competence, project approach, team organization and availability, and project management and quality control. CDM Smith and Parkhill, Smith and Cooper were selected as the most qualified firms that best meet the needs of El Paso Water for these important services and demonstrated

excellent abilities in all the evaluated categories. Each consultant will be issued a professional services contract for a maximum amount of \$300,000, and each contract will be limited to two years.

On a motion made by Mr. Antcliff, seconded by Dr. Santiago and unanimously carried, the Board awarded professional services contracts for On-Call Professional Engineering Services for Water, Wastewater, Reclaimed Water and Stormwater Pipelines Greater than 24-inches, each in an amount not to exceed \$300,000 and with a term of two years, to CDM Smith, Inc. and Parkhill, Smith & Cooper, Inc. and authorized the use of commercial paper.

AWARDED PROFESSIONAL SERVICES CONTRACTS FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR WATER STORAGE FACILITIES, EACH IN AN AMOUNT NOT TO EXCEED \$150,000 AND WITH A TERM OF TWO YEARS, TO MORENO CARDENAS, INC. AND PARKHILL, SMITH & COOPER, INC. AND AUTHORIZED THE USE OF COMMERCIAL PAPER.

This item was heard in conjunction with item 4. El Paso Water has 76 storage tanks in the water distribution system. The storage tanks can be elevated, ground, or underground type. Engineering services required for the water storage facilities include but are not limited to video inspection inside the tank, coating and painting repairs, and a variety of mechanical, electrical, instrumentation, and structural repairs. The Architectural/Engineering Selection Advisory Committee met on May 10, 2017, to review and recommend selection of the engineering firms for these services. Proposals were scored in the areas of technical competence, project approach, team organization and availability, and project management and quality control. Moreno Cardenas and Parkhill, Smith and Cooper were selected as the most qualified firms that best meet the needs of El Paso Water for these important services and demonstrated excellent abilities in all the evaluated categories. Each consultant will be issued a professional services contract for a maximum amount of \$150,000, and each contract will be limited to two years.

On a motion made by Dr. Santiago, seconded by Mr. Antcliff and unanimously carried, the Board awarded professional services contracts for On-Call Professional Engineering Services for Water Storage Facilities, each in an amount not to exceed \$150,000 and with a term of two years, to Moreno Cardenas, Inc. and Parkhill, Smith & Cooper, Inc. and authorized the use of commercial paper.

AWARDED PROFESSIONAL SERVICES CONTRACTS FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR WATER AND RECLAIMED WATER DISTRIBUTION PUMP STATIONS, EACH IN AN AMOUNT NOT TO EXCEED \$150,000 AND WITH A TERM OF TWO YEARS, TO BATH ENGINEERING CORPORATION AND PARKHILL, SMITH & COOPER, INC. AND AUTHORIZED THE USE OF COMMERCIAL PAPER.

This item was heard in conjunction with item 4. El Paso Water has 55 potable water pump stations and six reclaimed water pump stations throughout the City. The pump stations vary both in age and size. This On-Call Services contract will be used for upgrades and/or repairs to these pump stations. The Architectural/Engineering Selection Advisory Committee met on May 10, 2017, to review and recommend selection of the engineering firms for these services. Proposals were scored in the areas of technical competence, project approach, team organization and availability, and project management and quality control. Bath Engineering and Parkhill, Smith and Cooper were selected as the most qualified firms that best meet the needs of El Paso Water for these important services and demonstrated excellent abilities in all the evaluated categories. Each consultant will be issued a professional services contract for a maximum amount of \$150,000, and each contract will be limited to two years. Mr. Trejo and Mr. Balliew addressed questions from the Board regarding this item.

On a motion made by Mr. Antcliff, seconded by Dr. Santiago and unanimously carried, the Board awarded professional services contracts for On-Call Professional Engineering Services for Water and Reclaimed Water

Distribution Pump Stations, each in an amount not to exceed \$150,000 and with a term of two years, to Bath Engineering Corporation and Parkhill, Smith & Cooper, Inc. and authorized the use of commercial paper.

AWARDED PROFESSIONAL SERVICES CONTRACTS FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR SUBSURFACE UTILITY EXPLORATION, EACH IN AN AMOUNT NOT TO EXCEED \$200,000 AND WITH A TERM OF TWO YEARS, TO FRANK X. SPENCER AND ASSOCIATES, INC. AND COBB, FENDLEY AND ASSOCIATES, INC. AND AUTHORIZED THE USE OF COMMERCIAL PAPER.

This item was heard in conjunction with item 4. Utilities are installed within street right-of-ways and easements. Information as to the exact location is critical to the successful design of new water, wastewater, reclaimed water, and/or stormwater pipelines. Implementation of a subsurface utility exploration process in parallel with design will provide financial savings by avoiding conflicts with existing underground utilities during construction. The Architectural/Engineering Selection Advisory Committee met on May 10, 2017, to review and recommend selection of the engineering firms for these services. Proposals were scored in the areas of technical competence, project approach, team organization and availability, and project management and quality control. Cobb, Fendley and Associates and Frank X. Spencer and Associates were selected as the most qualified firms that best meet the needs of the Utility for these important services and demonstrated excellent abilities in all the evaluated categories. Each consultant will be issued a professional services contract for a maximum amount of \$200,000, and each contract will be limited to two years. Mr. Trejo and Mr. Balliew addressed questions from the Board regarding this item.

On a motion made by Dr. Santiago, seconded by Mr. Antcliff and unanimously carried, the Board awarded professional services contracts for On-Call Professional Engineering Services for Subsurface Utility Exploration, each in an amount not to exceed \$200,000 and with a term of two years, to Frank X. Spencer and Associates, Inc. and Cobb, Fendley and Associates, Inc. and authorized the use of commercial paper.

AWARDED PROFESSIONAL SERVICES CONTRACTS FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR VARIOUS DAMS REHABILITATION CITY-WIDE, EACH IN AN AMOUNT NOT TO EXCEED \$200,000 AND WITH A TERM OF TWO YEARS, TO FREESE AND NICHOLS, INC. AND GRV INTEGRATED ENGINEERING SOLUTIONS, LLC.

This item was heard in conjunction with item 4. Dams characterized as high risk require U.S. Army Corps of Engineers and TCEQ inspections on an annual basis. The inspections assess potential damage to the dam structure caused by high intensity rainfall and flooding events. The result of the inspections includes major site work improvements or rehabilitation of structures. The Architectural/Engineering Selection Advisory Committee met on May 10, 2017, to review and recommend selection of the engineering firms for these services. Proposals were scored in the areas of technical competence, project approach, team organization and availability, and project management and quality control. Freese & Nichols and GRV Integrated were selected as the firms that best meet the needs of the Utility for this type of project, and demonstrated excellent abilities in all the evaluated categories. Each consultant will be issued a professional services contract in an amount not to exceed \$200,000 and a term of two years. Mr. Trejo and Mr. Balliew addressed questions from the Board regarding this item.

On a motion made by Mr. Antcliff, seconded by Dr. Santiago and unanimously carried, the Board awarded professional services contracts for On-Call Professional Engineering Services for Various Dams Rehabilitation City-Wide, each in an amount not to exceed \$200,000 and with a term of two years, to Freese and Nichols, Inc. and GRV Integrated Engineering Solutions, LLC.

AWARDED BID NUMBER 10-17, EDGEMERE 16-INCH AND 36-INCH WATER TRANSMISSION MAINS AND 24-INCH SANITARY SEWER MAIN EXTENSION – PHASE IV TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER, SPIESS CONSTRUCTION

COMPANY, INC. IN THE AMOUNT OF \$2,325,994.50 AND AUTHORIZED THE USE OF COMMERCIAL PAPER.

Mr. Trejo made a PowerPoint presentation to the Board regarding this item (copy on file in Central Files). The Edgemere 16-inch and 36-inch Water Transmission Mains and 24-inch Sanitary Sewer Main Extension – Phase IV includes 4,220 linear feet of 36-inch; 4,290 linear feet of 16-inch, and 95 linear feet of 8-inch water line as well as valves and manholes associated with the pipe. The sewer line in this project consists of 3,860 linear feet of 24-inch, 165 linear feet of 18-inch, and 150 linear feet of each 12-inch and 8-inch sewer line. This project is being built to accommodate new growth on the east side and is in an impact fee area. El Paso Water (EPWater) received four bids for this project on May 12, 2017 ranging from \$2,325,994.50 to \$2,975,232.00. The Engineer's estimate was \$3,143,710.31. Staff evaluated the Engineer's evaluation matrix and recommended award of Bid Number 10-17, Edgemere 16-inch and 36-inch Water Transmission Mains and 24-inch Sanitary Sewer Main Extension – Phase IV, to Spiess Construction as the lowest responsive, responsible bidder in the amount of \$2,325,994.50. Mr. Gilbert Trejo addressed questions from the Board regarding this item.

On a motion made by Dr. Santiago seconded by Mr. Antcliff and unanimously carried, the Board awarded Bid Number 10-17, Edgemere 16-inch and 36-inch Water Transmission Mains and 24-inch Sanitary Sewer Main Extension – Phase IV to the lowest responsive, responsible bidder, Spiess Construction Company, Inc. in the amount of \$2,325,994.50 and authorized the use of commercial paper.

APPROVED A SOLE SOURCE PURCHASE FOR THREE RETURN ACTIVATED SLUDGE PUMP PARTS AND MOTORS FROM CLOWE & COWAN OF EL PASO, LLC IN THE AMOUNT OF \$158,000.88.

Mr. Levi Chacon, Purchasing Agent, presented information to the Board regarding Return Activated Sludge (RAS) Pumps at the Roberto R. Bustamante Wastewater Treatment Plant are required to operate the activated sludge process. Three replacement sludge pump motors and associated parts are needed as the existing pumps have reached their expected useful life. Sole source provider Clowe and Cowan of El Paso provided a quote for the replacement of the rotating assemblies for the three Fairbanks Morse RAS pumps. Staff evaluated the quote and determined it was acceptable. The pumps are an exact design replacement for existing sludge pumps. Staff recommended purchase of the Fairbanks Morse RAS pump parts and motors from Clowe and Cowan of El Paso under the Texas Local Government code sole source exception to the bidding statute for captive replacement parts or components for equipment and for items available from only one source because of patents, copyrights, secret processes, or natural monopolies. Mr. Balliew addressed questions from the Board regarding this item.

On a motion made by Mayor Leeser, seconded by Mr. Antcliff and unanimously carried, the Board approved a sole source purchase for three return activated sludge pump parts and motors from Clowe & Cowan of El Paso, LLC in the amount of \$158,000.88.

APPROVED A SOLE SOURCE PURCHASE WITH HOWDEN ROOTS LLC FOR THE REPAIR OF FOUR MOTOR-DRIVEN BLOWERS FOR THE ROBERTO R. BUSTAMANTE WASTEWATER TREATMENT PLANT IN THE ESTIMATED AMOUNT OF \$480,817.

Mr. Chacon presented information to the Board regarding this item. This project is for the repair of four Roots single-stage, motor-driven centrifugal blowers for aeration at the Roberto R. Bustamante Wastewater Treatment Plant. The blowers were installed in 1981 and are in need of inspection and repair of wearing components. The service includes detailed inspection of the impeller, pinion gear and speed increaser gearbox at the Howden Roots facility in Houston, Texas, for any significant wear or damage. The repairs do not include replacement of the drive motors, controls, or major component replacement. The repairs are intended to extend the life of the blower. Operation of the blowers is critical to the wastewater treatment process in order to meet state discharge permit standards and protect public health and safety. Howden Roots was the original manufacturer of the equipment and is the only factory-authorized service center for Roots blowers. The procurement falls within the exemptions found in 252.022(a) (7) (D) of the Texas Local Government Code, which allows for a

procurement necessary because the item is available from only one source due to captive replacement parts or components for equipment. Mr. Balliew addressed questions from the Board regarding this item.

On a motion made by Dr. Santiago, seconded by Mr. Antcliff and unanimously carried, the Board approved a sole source purchase with Howden Roots LLC for the repair of four motor-driven blowers for the Roberto R. Bustamante Wastewater Treatment Plant in the estimated amount of \$480,817.

APPROVED A SOLE SOURCE PURCHASE WITH MAINLINE INFORMATION SYSTEMS, INC. FOR THE PURCHASE OF STORSEVER BACKUP APPLIANCE HARDWARE AND SOFTWARE IN THE AMOUNT OF \$89,538.

Mr. Armando Renteria, Chief Information Officer, presented information to the Board regarding this item. The current IBM TS3500 tape library appliance will no longer be maintained by IBM as of July 2017. In order to replace the TS3500 and convert the data backup process to disk, the following is recommended: replace the IBM TS3500 tape library with a STORServer A740 TSM (Tivoli Storage Manager) backup appliance; and upgrade the storage capacity on the existing STORServer EBA802 TSM appliance and connect the two appliances together over the network to provide El Paso Water with a no-single point of failure data recovery configuration. An assessment of the STORServer backup appliance requirements was performed and a quotation was requested from Mainline Information Systems. Staff recommends purchase of the STORServer backup under the exception to the bidding statute for sole source purchases because of patents, copyrights, secret processes, or natural monopolies.

On a motion made by Mr. Antcliff, seconded by Dr. Santiago and unanimously carried, the Board approved a sole source purchase with Mainline Information Systems, Inc. for the purchase of STORServer backup appliance hardware and software in the amount of \$89,538.

APPROVED A CONTRACT WITH SHI GOVERNMENT SOLUTIONS FOR A 36-MONTH MICROSOFT OFFICE 365 LICENSING AGREEMENT WITH BUY BOARD PRICING THROUGH TEXAS DIR CONTRACT NUMBER DIR- SDD-2503 IN THE ESTIMATED AMOUNT OF \$400,236.90.

Mr. Renteria presented information to the Board regarding this item. The Microsoft Outlook email system that was installed in 2010 has reached the end of its product lifecycle support and needs to be replaced. Various options were evaluated and the recommended solution is to replace the existing system with Microsoft Office 365. Implementation of Office 365 will provide extended product support and email enhancements that include: web-enabled access to email on almost any device, built-in message and document malware scanning and multi-person file and document sharing capability inside and outside the Utility. A Microsoft Office 365 licensing quotation was received from SHI Government Solutions with buy board pricing through Texas DIR (Department of Information Resources) Contract Number DIR-SDD-2503.

On a motion made by Mayor Lesser, seconded by Mr. Antcliff and unanimously carried, the Board approved a contract with SHI Government Solutions for a 36-month Microsoft Office 365 licensing agreement with buy board pricing through Texas DIR Contract Number DIR- SDD-2503 in the estimated amount of \$400,236.90.

AUTHORIZED THE PRESIDENT/CEO TO SIGN THE CONNECTION FEE AGREEMENT FOR WATER SUPPLY WITH THE VILLAGE OF VINTON.

Mr. Matthew Behrens, Assistant General Counsel, made a PowerPoint presentation to the Board regarding this item (copy on file in Central Files). The Village of Vinton (Vinton) has requested from the U.S. Department of Agriculture Rural Development funding to expand water services for Vinton. Vinton intends to effectuate this by entering into a wholesale water agreement with El Paso Water (EPWater). Mr. Behrens said EPWater has the capacity to serve the Village of Vinton. In accordance with EPWater's Rules and Regulation Numbers 7 and 11, Vinton will pay a connection fee of \$1,600,000. EPWater will enter into a wholesale water agreement

to supply water to Vinton and to operate and maintain its system at a later date. Mr. Behrens addressed questions from the Board regarding this item.

On a motion made by Mr. Antcliff, seconded by Dr. Santiago and unanimously carried, the Board authorized the President/CEO to sign the Connection Fee Agreement for Water Supply with the Village of Vinton.

AUTHORIZED THE PRESIDENT AND CEO TO SIGN AN INTERLOCAL AGREEMENT BY AND BETWEEN EL PASO COUNTY, TEXAS, AND THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD FOR THE PROVISION OF WASTEWATER SERVICES FOR THE SQUARE DANCE (DESERT ACCEPTANCE) COMMUNITY.

Mr. Behrens made a PowerPoint presentation to the Board regarding this item (copy on file in Central Files). The County of El Paso, Texas, (County) has applied to the U.S. Department of Agriculture – Rural Utilities Service for funds to plan, design, construct, and own a wastewater collection system to provide first time centralized wastewater collection and disposal for the Square Dance Community (County Wastewater System). In order to assist in providing adequate wastewater services for the Square Dance Community area residents, the County determined that it needed the assistance of El Paso Water (EPWater). This agreement will allow EPWater to (1) treat wastewater from the County Wastewater System; and (2) operate and maintain the County Wastewater System. EPWater has sufficient capacity to treat wastewater from the County Wastewater System. Mr. Behrens and Mr. Balliew addressed questions from the Board regarding this item.

On a motion made by Mayor Leaser, seconded by Mr. Antcliff and unanimously carried, the Board authorized the President and CEO to sign an Interlocal Agreement By and Between El Paso County, Texas, and the El Paso Water Utilities Public Service Board for the Provision of Wastewater Services for the Square Dance (Desert Acceptance) Community.

MANAGEMENT REPORT:

) ***Highlights from the 2017 EPWater Industrial Pretreatment Awards Breakfast:*** Mr. Balliew made a PowerPoint presentation to the Board regarding this item (copy on file in Central Files). Industrial users are monitored to ensure compliance with applicable discharge standards and other requirements under the Pretreatment Program. This year, El Paso Water held its first Industrial Pretreatment Awards Breakfast on June 1, 2017 at the Tech₂O Learning Center. The program included breakfast, an awards ceremony and a tour of the Kay Bailey Hutchison Desalination Plant. During this event, the Certificate of Excellence was awarded to those industrial companies that achieved and maintained compliance for the duration of the 2015-2016 pretreatment year. Of the 59 companies that hold permits as part of the Pre-Treatment Program, 26 were recognized for perfect compliance with three companies having received perfect compliance for 10 or more years.

PRESENTATION TO MAYOR OSCAR LEESER IN RECOGNITION OF HIS LEADERSHIP, DEDICATION, AND SERVICE TO THE COMMUNITY DURING HIS TENURE ON THE PUBLIC SERVICE BOARD.

The Board and Mr. Balliew presented Mayor Oscar Leaser with a plaque in recognition of his leadership, dedication, and service to the community during his tenure on the Public Service Board. Comments were made by Mayor Leaser and Mr. Gallardo.

PUBLIC COMMENT: THE PSB WILL PERMIT PUBLIC COMMENT ON ANY ITEM NOT ON THE AGENDA. THE CHAIR MAY IMPOSE REASONABLE TIME LIMITS FOR EACH SPEAKER.

There were no additional comments from the public.

EXECUTIVE SESSION

There were no items posted for consideration in Executive Session therefore, the Board did not retired into Executive Session on June 14, 2017.

ADJOURNMENT

On a motion made by Mayor Leaser, seconded by Dr. Santiago, and unanimously carried, the meeting adjourned at 9:00 a.m., June 14, 2017.

ATTEST:

Chair

Secretary-Treasurer

STATE OF TEXAS

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CONNECTION FEE AGREEMENT

§

COUNTY OF EL PASO

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FOR WATER SUPPLY

This Connection Fee Agreement is made this 14th day of June, 2017, by and between the Village of Vinton ("Vinton"), a Texas Type A Municipality, and the El Paso Water Utilities Public Service Board ("EPWater" or "EPWATER"), a component unit of the City of El Paso, Texas, ("City") vested with the complete management and control of the City's water system (hereinafter referred to collectively as the "Parties").

WHEREAS, the City owns, and EPWater operates and maintains a system of waterworks and pipelines used for the purpose of supplying municipal water service to the residents within its boundaries; and,

WHEREAS, Vinton, requires a safe and adequate public water supply which meets the requirements of the Texas Commission on Environmental Quality ("TCEQ"); and,

WHEREAS, the lack of a reliable water supply threatens the public health and welfare of the residents of Vinton; and,

WHEREAS, consistent with EPWater's Rules and Regulations No. 11, Vinton requested that EPWater provide a wholesale water supply; and,

WHEREAS, EPWater has determined that it is in the interest of the public safety, health, and welfare to provide a wholesale water supply to Vinton; and,

WHEREAS, Vinton, in turn, will provide retail service to its customers; and,

WHEREAS, in order to adequately meet the needs of Vinton, EPWater will assess Vinton a connection fee in order to create the necessary infrastructure to extend services to the area; and

NOW THEREFORE, in consideration of the promises and of the mutual covenants and agreements of the Parties hereto, to be kept and performed by them as hereafter set forth, the Parties agree as follows:

SECTION 1. TERM

1.01. The Parties hereto agree that their respective duties and obligations shall commence on the date this Contract is executed by Vinton and EPWater. The Contract shall remain in effect until Vinton is connected to EPWater's water system ("System") or until the Contract is mutually terminated by the parties.

SECTION 2. SYSTEM CONNECTION FEE

2.01. Responsibilities of EPWater

A. EPWater agrees to retain the services of a qualified engineering design firm by way of a request for qualifications, professional services contract process. Said firm shall be responsible for the design services for the Connection Infrastructure. Upon completion and submittal to EPWater of the proposed design, EPWater will advertise as provided for by state statute for a company to construct the Connection Infrastructure in accordance with all applicable standards and regulations.

B. The Connection Infrastructure shall consist of the design, bid, construction, and construction inspection for a water tank (up to 600,000 gallons) and associated mains, which shall be a part of a larger project to serve other customers in the region. A Project Site Plan is attached hereto as Exhibit A and incorporated herein by this reference for all purposes.

C. EPWater will award the construction of the Connection Infrastructure to the company that provides the best value or is otherwise the lowest responsive, responsible bidder.

2.02. Responsibilities of Vinton

Vinton agrees to pay EPWater a connection fee to connect to EPWater's System in accordance with Section II, Clause F, 4 of EPWater's Rule and Regulation Number 7. The maximum amount of the connection fee shall not exceed One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000.00).

A. Vinton shall deposit with EPWater 10% of the cost (\$160,000.00) within ten (10) days of approval from the funding agency.

B. Vinton shall deposit the balance of the fee up to the amount not to exceed upon the successful award of a construction contract and actual cost is determined within ten (10) days of receipt of funds from Vinton's funding agency.

SECTION 3. MISCELLANEOUS

3.01. Amendments. This Contract may be amended by mutual written agreement of the Parties, to be attached to and incorporated into this Contract.

3.02. Assignments. No assignment of this Contract, in whole or in part for any purpose, shall be made by either Party without the prior written consent of the other. Subject to this limitation, this Contract shall bind and inure to the benefit of the successors and assigns of the parties.

3.03. Captions. The captions of this Contract are for information purposes only and shall in no way affect the substantive terms or conditions of this Contract.

3.04. Conflicting Provisions. Any provision contained in any attachments to this Contract which may be in conflict or inconsistent with any of the provisions in this Contract shall be void to the extent of such conflict or inconsistency.

3.05. Current Funds. All payments due under this Contract must be made from current revenues available to the paying Party.

3.06. Entire Agreement. This Contract contains the entire agreement between the Parties. Any oral representation or modification concerning this Contract shall be of no force or effect excepting a subsequent amendment made in accordance with Section 3.01 above.

3.07. Governing Law. For the purpose of determining the place of contract and the law governing the same, this Contract is entered into in El Paso County, Texas, and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or right or cause of action arising under or in connection with this Contract shall be exclusively in a court of competent jurisdiction sitting in El Paso County, Texas.

3.08. Inspections. The Parties, or any of its authorized representatives, shall have the right to inspect the facilities and works of the other Party used in implementation of this Contract at reasonable times as may be appropriate. The Parties shall provide five-day notice setting forth the intent of the Party to inspect, the purpose of the inspection, the facilities to be inspected, the day of inspection, and the names of those representatives of the Party to be conducting the inspection.

3.09. Notices. Any notice given pursuant to this Contract shall be in writing and may be effected by personal delivery or certified mail, return receipt requested, to such Party at the following addresses:

For EPWater: El Paso Water Utilities, Public Service Board
Attn: John Balliew, President & CEO.
1154 Hawkins Blvd.
El Paso, TX 79925

For Vinton: The Town of Vinton
Attn: Manuel Leos, Village Mayor
436 E. Vinton Rd.
Vinton, TX 79821

Notices effected by personal delivery shall be deemed to have been received by the Party to whom notice is being given on the day of actual personal delivery. Notice effected by certified mail shall be deemed received by the Party to whom notice is being given on the day immediately following postmark by the U.S. Postal Service.

3.10. Resolutions or Orders. Each of the Parties will furnish the other certified copies of a resolution or order adopted by their governing bodies approving this Contract and

authorizing the designated representative to execute the same on behalf of and as the act of the Party.

3.11. Severability. If any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Contract will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Contract is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, duly authorized representatives of the Parties have signed in confirmation of this Contract, with effective date being the date and year first written above.

TOWN OF VINTON


Manuel Leos
Village Mayor
Date: _____

**EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD**



John E. Balliew
President/CEO
Date: 6/16/17

APPROVED AS TO FORM



Matthew K. Behrens
Assistant General Counsel

EXHIBIT A
PROJECT SITE PLAN

STATE OF TEXAS

)

COUNTY OF EL PASO

)

)

INTERLOCAL AGREEMENT

BY AND BETWEEN EL PASO COUNTY, TEXAS, AND THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD FOR THE PROVISION OF WASTEWATER SERVICES FOR THE SQUARE DANCE (DESERT ACCEPTANCE) COMMUNITY

This Agreement ("Agreement") is entered into by and between the County of El Paso, Texas ("County"), a political subdivision of the State of Texas, and the City of El Paso, Texas ("City") acting by and through its El Paso Water Utilities Public Service Board ("EPWater").

RECITALS

WHEREAS, Texas Government Code, Chapter 791, ("Interlocal Cooperation Act") authorizes local governments of the State to contract with each other for governmental functions and services to increase their efficiency and effectiveness so as to better serve their citizens; and,

The County and City, acting by and through its Public Service Board, are local governments as defined in Texas Government Code Section 791.003(4), have the authority to enter into this Agreement, and each does so by appropriate action of its governing body; and,

The absence of an adequate centralized wastewater system in several unincorporated areas of the County located within the County's jurisdictional boundary and within the City's extraterritorial jurisdictional, including the Square Dance Community, (also known as "Desert Acceptance") could adversely affect the health and welfare of the citizens of the Square Dance Community, limits economic development, social and cultural development, and the environmental integrity of the County as well as other residents of the County; and,

EPWater has been vested with the complete management and control of the City water and wastewater system and desires to join with the County to improve the wastewater disposal systems for the Square Dance Community; and,

EPWater has a wastewater collection system and treatment facilities with capacity to supply wastewater services to the Square Dance Community, which will improve the health and welfare of the community and be in the best interests of area residents, and,

This Agreement will promote efficiency in wastewater treatment and in water conservation for Square Dance Community; and,

The County has applied to the United States Department of Agriculture – Rural Utilities Service ("USDA") for funds to plan, design, construct, and own a wastewater collection system to provide first time centralized wastewater collection and disposal for the Square Dance Community ("County Wastewater System"); and,

In order to assist in providing adequate wastewater services for the Square Dance Community area residents, EPWater agrees to accept untreated wastewater from the County Wastewater System and agrees to operate and maintain the County Wastewater System upon completion of construction and acceptance of the County Wastewater System by the County.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS EXPRESSED BY THE PARTIES, THE COUNTY AND EPWATER AGREE AS FOLLOWS:

SECTION 1
AUTHORITY TO CONTRACT, EFFECTIVE DATE, DEFINITIONS

Section 1.1 Authority of the City. The City represents that it is a corporate and political subdivision created pursuant to Article XI, Section 5 of the Texas Constitution, legally organized under the Laws of the State of Texas. The City may perform all legal and political functions and is a local government as that term is defined in the Interlocal Cooperation Act and enters into this Agreement by appropriate action of its governing body for the EPWater Wastewater System.

Section 1.2 Authority of the County. The County represents that it is a corporate and political subdivision of the State created pursuant to Article IX, Section 1 of the Texas Constitution, legally organized under the Laws of the State of Texas. The County may perform all legal and political functions and is a local government as that term is defined in the Interlocal Cooperation Act. Additionally, Texas Local Government Code Section 562.018 et seq. authorizes the County to enter into an agreement with another public entity, such as the City, to operate a sewerage system to serve unincorporated areas. The County enters into this Agreement by appropriate action of its governing body.

Section 1.3 Effective Date and Term.

(a) This Agreement shall become effective upon the Effective Date. Unless otherwise terminated in accordance with the terms and conditions stated in this Agreement, this Agreement shall continue in effect until the latter of 11:59 P.M. (local time in the County), September 30, 2058, or the date upon which the County completes the final repayment of any loan amount owed to the USDA for funds used by the County to design or build the County Wastewater System. Upon expiration of the initial term, the Parties shall negotiate an extension of this Agreement in good faith and under such terms and conditions as the Parties may mutually agree. If no extension agreement has been agreed to by the Parties upon expiration of the initial term, this Agreement shall automatically renew on a year-to-year basis unless earlier terminated by any Party with one (1) year's prior written notice. The Agreement shall end if the County decides to cancel the plans for the County Wastewater System or otherwise fails to complete or maintain the County Wastewater System.

(b) Subject to the terms and conditions contained in this Agreement, EPWater reserves the right to cancel this Agreement in writing without any liability to the County if any of the following occur:

(1) USDA does not approve financing as applied for by the County for the County Wastewater System;

(2) The City, by and through Public Service Board, determines that it is not in the best interest of EPWater to continue this Agreement, in which event, EPWater shall provide the County with sufficient and reasonable time to obtain the services being provided by EPWater from another entity; or

(3) Failure by the County to perform any material requirement of this Agreement.

(c) Termination of this agreement for default shall adhere to the provisions set forth in Section 5.6.

Section 1.4 Definitions Throughout this Agreement, the following terms and expressions have the meanings set forth below, unless the context clearly indicates otherwise:

(a) **Agreement** – has the meaning given in the recitals.

(b) **Applicable Permits** – any and all permits, clearances, licenses, authorizations, consents, filings, exemptions, rulings, or approvals from or required by any Governmental Body that are necessary for the performance of obligations under this Agreement.

(c) **Applicable Standards** – those sound and prudent practices, acts, methods, specifications, codes, and standards of design, engineering, assembly, erection, installation, construction, performance, safety, and workmanship prudently and generally engaged in or observed by the majority of the professional engineering and construction contractors performing engineering and construction services for wastewater systems in the State of Texas that, in the exercise of good judgment, would have been expected to accomplish the desired result in a manner consistent with applicable Laws, Applicable Permits, reliability, safety, environmental protection, local conditions, economy, efficiency, and Prudent Utility Practices.

(d) **Average Winter Consumption** – the average amount of water used during the most recent December, January, and February billing periods as measured by the master meter for the Square Dance Community.

(e) **Business Days** – means Monday through Friday, excepting holidays observed by either Party.

(f) **City** – has the meaning given in the recitals.

(g) **County** – has the meaning given in the recitals.

(h) **County Wastewater Service Area or Service Area** – the area contained within and proximate to the Square Dance Community served by the County's Wastewater System and as shown on the attached **Exhibit A**.

(i) **County Wastewater System** - the system of pipes, collectors, meters, service connections, easements, manholes, and related appurtenances used to collect and transport wastewater from the Square Dance Community to a transmittal point with the EPWater Wastewater System.

(j) **Delivery Points** – The location or locations to which the County wastewater is delivered and at which EPWater agrees to accept delivery and ownership from the County and as shown on **Exhibit B**.

(k) **Design Specifications** – the complete set of engineering design plans, technical specifications, and other such documents necessary for the construction of the County Wastewater System.

(l) **East Montana Water System** – the public water system owned and operated by the County.

(m) **Effective Date** – the latest date that a Party to the Agreement signs the Agreement as evidenced by the date below that Party's signature.

(n) **EPWater** – has the meaning given in the recitals.

(o) **EPWater Wastewater System** – the wastewater collection and disposal system owned by the City including WWTPs and all pipes, collectors, meters, service connections, easements, manholes, mains, and related appurtenances used to collect and transport wastewater.

(p) **Governmental Body** – any federal, state, local municipal, foreign, tribal, or other governmental body entitled to exercise any administrative, executive, judicial, legislative, police, regulatory, or taxing authority.

(q) **Interlocal Cooperation Act** – has the meaning given in the recitals.

(r) **Law** –any federal, state international, or local statute, law treaty, rule, regulation, ordinance, code, order writ, judgment, decree, or rule of common law, as it may from time to time change including any judicial or administrative interpretation, policy or other legal or regulatory determination by a court of competent jurisdiction, regulatory agency, or Governmental Body (including any order, certificate, judgment, decision, decree, injunction, common law, writ, or any action of any court of competent jurisdiction, arbitrator, or other Governmental Body).

(s) **Parties** – means the County and the City acting by and through its Public Service Board.

(t) **Prudent Utility Practices** – those sound and prudent practices, acts, methods, specifications, codes, and standards generally followed by the United States water utility industry with respect to design, construction, operations, and maintenance of first class major water and wastewater systems and facilities (including the engineering, operating, and safety practices generally followed by the water utility industry) that, in the exercise of good

judgement, would have been expected to accomplish the desired result in a manner consistent with applicable Laws, Applicable Permits, reliability, safety, environmental protection, local conditions, economy, and efficiency.

(u) **Square Dance Community** – the tract or tracts of land, also referred to as Desert Acceptance, which are generally contained within the areas bounded on the south by Round Dance Drive, on the north by the boundary of Fort Bliss Military Reservation, on the west by the El Paso city limit, and the east by the El Paso Electric Company property boundary line, and generally contained within Block 79 Township 2 Section 26, Texas and Pacific Abstract 7874 as shown more fully on the attached **Exhibit C**.

(v) **Substantial Completion** – the stage at which the County determines that the construction of the County Wastewater System has progressed to the point where the County Wastewater System is in conformance with applicable Laws and Applicable Permits, connected to the EPWater Wastewater System, and may be utilized for its intended purpose.

(w) **Tres Suenos Lift Station** – the lift station owned by the City that is located at 311 Randall Joseph St. in El Paso, Texas.

(x) **USDA** – has the meaning given in the recitals.

(y) **Wastewater Ownership** – has the meaning given in Section 2.2(d).

(z) **Wholesale Water Supply Agreement** – the written agreement between the County and EPWater effective June 10, 2016, and by which EPWater supplies wholesale water to the County for use by the East Montana Water System, and any amendments or successors to the Agreement.

(aa) **WWTP** – wastewater treatment plant.

Section 1.5 Interpretation. The following rules shall govern the interpretation of this Agreement unless otherwise specified:

- (a) The singular includes the plural and the plural includes the singular;
- (b) A reference to any Law includes any amendment or modification from time to time, all rules and regulations promulgated under such Law, and administrative and judicial authority;
- (c) A reference to any person or entity includes its permitted lawful successors and assigns;
- (d) The words “hereof,” “herein,” “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provisions of this Agreement;
- (e) Article, section, schedule, exhibit, and annex references are to this Agreement; and

- (f) The word “including” (in its various forms) means “including, without limitation” or “including, but not limited to.”

SECTION 2

SYSTEM CREATION & PROVISION OF WASTEWATER SERVICES

Section 2.1 Funding of County Wastewater System.

(a) The County has applied to the USDA for funds, by which the County will incur a debt in the amount of approximately One Million Three Hundred Thirty Four Thousand Dollars and No Cents (\$1,334,000.00) associated with the loan component of the available USDA funding. The County shall use the USDA funding to plan, design, construct, and own the County Wastewater System. The County Wastewater System shall serve the East Montana Water System customers receiving services within and proximate to the Square Dance Community.

(b) The County shall be solely responsible for the financial obligations related to the design, construction management, and construction of the County Wastewater System as well as securing any and all necessary licenses and easements in real estate necessary to construct the County Wastewater System. Upon Substantial Completion and acceptance of the County Wastewater System by the County, the County shall become the sole owner of the County Wastewater System. Nothing in this Agreement conveys or is intended to convey any form of ownership in the County Wastewater System to the City.

Section 2.2 County Wastewater System.

(a) The County, or its designated agents, shall design and construct the County Wastewater System to Applicable Standards, which are no less stringent than EPWater’s wastewater system standards. The County Wastewater System will initially consist of approximately 17,010 linear feet of 8-inch sanitary sewer line, 31,470 linear feet of 12-inch sanitary sewer line, 14,030 linear feet of 21-inch sanitary sewer line, 255 sanitary sewer service line/household reconnections (4-inch), 238 sanitary sewer line service lines with stub-out and cap (4-inch), 30 manholes 72-inches in diameter, and 141 manholes 48-inches in diameter. Specific quantities, sizes, and distances may change in final construction. The County shall own all components of the County Wastewater System including gravity sewage collection lines and manholes, wastewater facilities, equipment, and appurtenances which are located on the County’s side of the Delivery Points within the County Wastewater Service Area.

(b) The County and EPWater shall reasonably coordinate on planning, design, and preparation of the Design Specifications to assure conformity to Applicable Standards and compatibility between the EPWater Wastewater System and the County Wastewater System. The County will exercise all reasonable due diligence to complete construction of the County Wastewater System, including all Applicable Permits, so that the County may begin delivering wastewater to the EPWater Wastewater System as soon as reasonably possible and practicable following Substantial Completion.

(c) The County will obtain continuous and adequate easements or similar rights-of-entry or rights-of-use for the wastewater lines needed to service the County Wastewater System including the easements for access to all County facilities at mutually agreed upon designated Delivery Points.

(d) The County will utilize the County Wastewater System to transport wastewater collected within the County Wastewater Service Area to one or more mutually agreed upon Delivery Points. Ownership of the wastewater shall be in the Party in whose wastewater system the wastewater is located and shall pass between the Parties at the designated Delivery Points ("Wastewater Ownership"). EPWater shall (1) accept delivery, possession, control, and ownership of the County's wastewater at the Delivery Points; and (2) transport the wastewater to an approved WWTP where EPWater will properly treat and dispose of the wastewater.

Section 2.3 EPWater Inspection of the County Wastewater System.

(a) The County shall deliver to EPWater the Design Specification within ten (10) days of the Design Specifications being completed. EPWater shall have ten (10) Business Days to review the Design Specifications. Should EPWater discover any defects or deviations from Applicable Standards in the Design Specifications, EPWater shall promptly notify the County of such defects or deviations and the County shall act to correct the defects or deviations.

(b) EPWater in accordance with Section 5.10 may at its own expense inspect the construction of the County Wastewater System. EPWater may notify the County of any defects or deviations from the Design Specifications or Applicable Standards that it discovers during an inspection, and the County shall promptly act to correct such defects or deviations.

(c) *Final Inspection*

(1) The County shall provide thirty (30) days' written notice before Substantial Completion is achieved for the County Wastewater System. The County and EPWater shall coordinate for a final inspection of the County Wastewater System by EPWater to ensure compliance with Design Specifications and Applicable Standards as well as compatibility with the EPWater Wastewater System. The Parties agree to work towards a simultaneous final inspection by the County and EPWater so that EPWater can start providing full wastewater disposal and treatments services to the County Wastewater System at the levels and pursuant to the terms and conditions of this Agreement within ten (10) days after Substantial Completion. Failing such coordination, EPWater shall have thirty (30) days from Substantial Completion to inspect the system and ten (10) days from the date of inspection to begin accepting wastewater from the County Wastewater System, barring any defects or deviations from Design Specifications or Applicable Standards. EPWater agrees that it shall not unreasonably delay acceptance of the wastewater flows from the County Wastewater System for treatment.

(2) Should EPWater discover any defects or deviations from Design Specifications or Applicable Standards, EPWater shall notify the County, and the County shall promptly act to correct the defects or deviations. EPWater shall then have ten (10) Business Days from

the County correcting the defects or deviations to re-inspect the County Wastewater System. Should EPWater not find any further defects or deviations, it shall start accepting and treating wastewater from the County Wastewater System no later than ten (10) days from the date of re-inspection.

(d) The County shall also provide to EPWater copies the approvals and the final “as-built” drawings of the County Wastewater System ten (10) days after Substantial Completion or, in the case of corrections being made to the County Wastewater System as outlined in Section 2.3(c)(2), ten (10) days after the date of re-inspection.

Section 2.4 EPWater’s Responsibilities – Treatment of Wastewater.

(a) EPWater agrees to make available to the County sufficient capacity to accept and treat at an EPWater WWTP an **initial approximate average daily flow of 43 gallons per minute per connection with a peak average daily flow of 184 gallons per minute of wastewater** from the County Wastewater System. In coordination with the County, EPWater agrees to make available to the County by calendar year 2058 sufficient capacity to accept and treat at an EPWater WWTP an average daily flow of 74 gallons per minute per connection and peak daily flow of 294 gallons per minute of wastewater from the County Wastewater System. Temporary or partial failures to receive or properly treat wastewater shall be remedied with all possible dispatch.

(b) The East Montana Water System currently provides water service to approximately 291 customers in the Square Dance Community. It is anticipated that in the future the number of customers will be expanded to approximately 437 connections. EPWater will provide wastewater treatment for the additional water service customers under the same terms and conditions as provided for in this Agreement. In the event that additional wastewater system capacity is needed within the EPWater System to facilitate the County’s request for additional capacity, the Parties agree to enter into good faith negotiations to facilitate the expansion of the EPWater Wastewater System to accommodate the County’s request.

(c) EPWater shall at its sole risk and expense plan, design, obtain, construct, maintain, repair, improve, and replace all facilities, rights-of-way, easements, and appurtenances necessary to accept, transport, deliver, and treat any wastewater received from the County Wastewater System as anticipated by this Agreement. This does not include any systems or infrastructure under County ownership. The City shall own and EPWater shall be in control and possession of the EPWater Wastewater System and be responsible for the proper control, maintenance, repair, and operation of the EPWater Wastewater System in accordance with all applicable Laws and Prudent Utility Practices. Without limiting the foregoing, it is agreed that EPWater shall exercise reasonable due diligence to complete all construction of the necessary infrastructure and permitting to begin accepting County wastewater at the mutually agreed upon Delivery Points within the times set forth in this Agreement. Failure to do so will be considered a material breach of this Agreement.

Section 2.5 Tres Suenos Connections

(a) EPWater shall allocate to El Paso County forty-five (45) residential wastewater connections at the Tres Suenos Lift Station. The County may be allocated additional wastewater connections to the Tres Suenos Lift Station or another lift station capable of providing service to the County Wastewater System with the written consent of EPWater. EPWater consent will not be unreasonably withheld to the extent that the additional connections do not require upgrades to the Tres Suenos Lift Station or the EPWater Wastewater System. To the extent that additional capacity is required within the EPWater Wastewater System to facilitate the County's request, the Parties agree to enter into good faith negotiations to facilitate the expansion of the EPWater Wastewater System to accommodate the County's request.

(b) The County will consider allowing additional connections to the County Wastewater System downstream of the designated Delivery Points following completion and acceptance of the Project by the USDA. Any connections are subject to review and approval by the County and will be subject to terms and conditions as imposed by the County and USDA including what, if any, additional capacity is remaining on the County Wastewater System. All costs of connections to the County Wastewater System shall be at the sole expense of the Party with initial Wastewater Ownership of wastewater to be serviced by the County Wastewater System. The County shall consult with EPWater in accordance with Section 4.2(c), and EPWater shall have the right to determine and or approve the point or points of connection and the facilities for making the connection.

(c) *Property Connections.*

(1) Each property or developable unit proposed to be connected to the County Wastewater System shall have a separate wastewater connection and conform to the County Health Unit requirements. Properties located within the City's extraterritorial jurisdiction must conform to the City of El Paso Plumbing Code.

(2) Properties owned by different owners, and properties separated by a street, alley, or property line may not be served by a single sewer connection without prior approval of the County. A single platted lot with a single ownership, but having a multi-family residential unit such as an apartment complex or townhomes, may have a single service sewer connection which will be the responsibility of the property owner shown on the recorded property deed or other record acceptable to the County. In the event that a property, tract, or lot is split or subdivided in a way which results in a different lot configuration or in more lots or tracts than originally existed before the subject split, then each lot or tract must separately qualify under County requirements for a new sewer connection.

(3) All sewer connections will be accomplished in a manner that they are associated with and in coordination with the County's water service rules, policies, and agreements.

Section 2.6 Discharge Standards. Prior to and as a condition of EPWater accepting wastewater from the County Wastewater System, the County shall adopt and implement rules and regulations relating to discharge of wastewater into the County Wastewater System and enforcement for

individual customer sewage quality limitations. Such rules shall be in conformance with applicable Laws and be no less stringent than EPWater's rules and regulations including Rules and Regulations No. 9.

Section 2.7 Curtailment of Services.

(a) The provision of wastewater service to the County Wastewater System and its customers may be limited or curtailed only in the same manner and to the same extent that wastewater services may be limited to other EPWater water and wastewater customers in accordance with EPWater Rules and Regulations No. 9 and other applicable Laws.

(b) In accordance with EPWater Rules and Regulations No. 9, Section VII.F, EPWater may suspend wastewater service to the County Wastewater System without prior notice in the event that an actual or threatened discharge to the EPWater Wastewater System from the County Wastewater System may cause imminent or substantial endangerment to the health or welfare of persons, the EPWater Wastewater System, or the environment. Moreover, in accordance with EPWater Rules and Regulations No. 11, Section IX, EPWater may immediately discontinue wastewater service to the County Wastewater System with notice should any violation of its rules and regulations or applicable Law cause an immediate threat to the public health or safety or the environment. The termination of service shall remain until all errors are rectified or the violations have ceased.

Section 2.8 Reclaimed Water Agreement. Notwithstanding anything to the contrary, the County shall have the right and option in any calendar year to purchase treated wastewater effluent from EPWater in an amount up to the quantity of wastewater discharged to the EPWater Wastewater System by the County Wastewater System during the prior calendar year. If the County chooses to purchase treated wastewater effluent from EPWater in any given year, it must first give EPWater ninety (90) days' prior written notice of the County's desire to enter into negotiations to purchase the treated effluent. EPWater will negotiate with the County in good faith to enter into a separate written agreement by which the County may purchase and utilize treated effluent under terms and conditions that are no less stringent than EPWater Rules and Regulations No. 12.

Section 2.9 Prudent Utility Practices in Operation. Each Party agrees to exercise Prudent Utility Practices in the maintenance and operation of its wastewater system to assure efficient operation under this Agreement. Each Party also agrees to seek to avoid damage or interference with the other Party's wastewater system.

SECTION 3 RATES AND FEES

Section 3.1 Rate.

(a) For all wastewater actually treated by EPWater from the County Wastewater System, the County shall pay EPWater at the rate of \$2.53 per one hundred cubic feet, which is the rate applicable at the commencement of the term of this Contract. The rate stated includes the full

cost of service for providing wholesale wastewater treatment services and the cost of operating and maintaining the County Wastewater System.

(b) The actual billed dollar amount will be calculated by taking ninety percent (90%) of the Average Winter Consumption multiplied by the rate stated in this Section 3.1.

(c) The County agrees that the initial rate stated herein is an estimate and may be adjusted prior to Substantial Completion, but in no case later than sixty (60) days prior to Substantial Completion. Thereafter, the rates will be adjusted annually to reflect the cost of service by EPWater for wholesale customers located outside the corporate limits of the City, and to reflect other changed costs of treating wastewater, debt service, and other costs and expenses incurred by EPWater in treating wastewater from the County Wastewater System and operating and maintaining the County Wastewater System.

(d) The County shall be responsible for setting its rates and the financial planning and capital investment program relating to the County Wastewater System. The County agrees to set and maintain wastewater rates (1) sufficient to pay for the wastewater delivered to the EPWater Wastewater System pursuant to this Agreement; (2) to encourage responsible use of the sewer system; and (3) to adequately preserve and protect the County Wastewater System in an efficient manner that complies with all applicable Laws and prevents damage to the County Wastewater System and the EPWater Wastewater System, including the eventual replacement of aging infrastructure; and (4) pay for any administrative services and operation and maintenance services performed by EPWater for the County Wastewater System.

Section 3.2 Administrative Services. Pursuant to a separate agreement between EPWater and the County, EPWater currently provides administrative services to the County relating to the East Montana Water System, including billing and collection, receiving and processing applications, and other functions not including actual operation and maintenance of the water system. In connection with the administrative services, EPWater charges the County an administrative fee of \$3.79 per water customer account each month. EPWater agrees to provide the same administrative services relating to the County Wastewater System at no additional charge to the County outside of the current administrative fee, *i.e.* the current administrative fees as stated in the Wholesale Water Supply Agreement shall be included in the existing cost of service calculation for the residents being served by the County Wastewater System. EPWater shall bill the County customers for wastewater services in accordance with the billing provisions and procedures provided for in the Wholesale Water Supply Agreement. Consistent with Article XI, Paragraph B of the Wholesale Water Agreement, the administrative charge may be adjusted annually to reflect increases in the cost of delivering services to the County by EPWater. All fees to be charged shall be based on the actual cost of services.

Section 3.3 Payments. Payments shall be in accordance with the payment provisions of the Wholesale Water Agreement found in Article XI, Paragraph B and the default provisions of Section 5.6(b) of this Agreement.

SECTION 4

MAINTENANCE AND REPAIR

Section 4.1 Operation and Maintenance Services – EPWater’s Responsibilities.

(a) EPWater shall during the term of this Agreement operate and maintain the County Wastewater System upon Substantial Completion and acceptance of the County Wastewater System by the County as owner of the County Wastewater System. At the time of execution of this Agreement, the Parties are negotiating for EPWater to provide maintenance services for a portion of the East Montana Water System. The Parties agree to continue negotiations in good faith to reach a mutually agreeable contract. In the event, the Parties reach an agreement for EPWater to provide maintenance services, those service will be provided under a separate written agreement.

(b) EPWater shall make or cause to be made all necessary repairs to the County Wastewater System that EPWater deems necessary to keep the County Wastewater System functioning and in compliance with Prudent Utility Practices. EPWater shall operate the County Wastewater System in accordance with all applicable Laws and shall file any and all necessary reports on behalf of the County Wastewater System as may be required by applicable Laws.

(c) EPWater shall provide adequate staffing and support to operate and maintain the County Wastewater System. All customer service calls, including after-hours service calls, will be processed and handled through EPWater’s dispatch center and processed no differently than any in-City customer service calls. Any new customers to the County Wastewater System may apply to EPWater through its customer service department, but EPWater is only obligated to add new customers up to the maximum contemplated delivery found in Section 2.4(a).

(d) EPWater shall be responsible for the procurement of all necessary goods and services for the maintenance and operation of the County Wastewater System including, but not limited to, operational supplies, mechanical parts, and pipes. All purchases made in accordance with EPWater’s operations and maintenance obligations shall be in accordance with all Prudent Utility Practices, applicable Laws, and EPWater’s policies and procedures. Major repairs to the County Wastewater System shall be in accordance with Section 4.3.

(e) EPWater shall keep adequate records related to operations and maintenance work conducted on the County Wastewater System. Upon written request, EPWater shall provide to the County all reports and any other information in EPWater’s possession relating to the operation and maintenance of the County Wastewater System. The County may also upon written request inspect any work conducted on the County Wastewater System by EPWater during the term of the Agreement. Inspection of work conducted by EPWater shall be (1) in accordance with the health and safety policies of EPWater; and (2) at the sole expense of the County should it require the uncovering of any work already completed by EPWater.

(f) EPWater staff shall monitor the County Wastewater System to assure compliance with applicable Laws and the rules and regulations adopted by the County in accordance with Section 2.6. EPWater staff are authorized by the County to take the necessary steps to protect the County Wastewater System in accordance with the County rules and regulations and

applicable Laws. The authority granted in this paragraph shall not limit the ability of EPWater to curtail services to the County in accordance with Section 2.7.

Section 4.2 Operation and Maintenance Services – County’s Responsibilities.

(a) The County shall remain the owner of the County Wastewater System and shall designate a person to coordinate and work with EPWater to assist it in its obligations under this Agreement. EPWater shall have no responsibility for any debt incurred by the County for the construction, operation, or maintenance of the County Wastewater System.

(b) The County grants to the EPWater an unrestricted right-of-entry at all times to the Square Dance Community and any area on which the County Wastewater System is located for the operation and maintenance of the County Wastewater System. The County shall also provide all necessary surveys, easements, plans, specifications, and other such documents related to the County Wastewater System that EPWater believes are necessary to operate and maintain the County Wastewater System. The County shall further grant, pay for, or otherwise assist EPWater in acquiring any Applicable Permits, easements, or other such rights, powers, or consents necessary to operate and maintain the County Wastewater System.

(c) The County agrees to consult with EPWater regarding any plans to add to or otherwise adjust the County Wastewater System. EPWater shall have a right to inspect the construction of any additions or adjustments to the County Wastewater System. EPWater shall not be obligated to operate and maintain the County Wastewater System should the County decide to move forward with adjustments to the County Wastewater System that are not in conformance with Applicable Standards, Applicable Permits, applicable Laws, or are otherwise not in conformance with Prudent Utility Practices as determined by EPWater.

Section 4.3 Major Repairs to the County Wastewater System. The County shall reimburse EPWater for any substantial repairs to the County Wastewater System that are beyond routine operation and maintenance. EPWater shall consult with the County before beginning any substantial repairs and shall act in accordance with the County’s direction to the extent that the County’s guidance does not negatively impact the operation or health of the EPWater Wastewater System. In the case that the guidance provided by the County does negatively impact the operation or health of the EPWater Wastewater System, EPWater shall temporarily curtail service in accordance with Section 2.7.

SECTION 5
MISCELLANEOUS

Section 5.1 Amendments. This Agreement may be amended by mutual written agreement of the Parties, to be attached to and incorporated into this Agreement.

Section 5.2 Assignments. No assignment of this Agreement, in whole or in part for any purpose, shall be made by either Party without the prior written consent of the other. Subject to this limitation, this Agreement shall bind and inure to the benefit of the successors and assigns of the Parties.

Section 5.3 Captions. The captions of this Agreement are for information purposes only and shall in no way affect the substantive terms or conditions of this Agreement.

Section 5.4 Conflicting Provisions. Any provision contained in any attachment to this Agreement that may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

Section 5.5 Current Funds. All payments due under this Agreement must be made from current revenues available to the paying Party.

Section 5.6 Default.

(a) If a Party to this Agreement fails to meet its obligations under this Agreement, other than for non-payment to a Party, the non-defaulting Party shall provide the defaulting Party written notice of the default. The defaulting Party will have ninety (90) days from receipt of notice to cure the default. If the default cannot be cured within the ninety (90) days, the defaulting Party will provide written notice to the non-defaulting Party of its continued efforts to cure the default and shall continue its efforts to cure the default. If the defaulting Party refuses to cure or continue efforts to cure the default, the non-defaulting shall have the right to terminate this Agreement after providing ten (10) Business Days' notice to the defaulting Party of its intent to terminate the Agreement.

(b) Default due to the County's failure to promptly pay amounts due shall be subject to the provisions of chapter 2251 of the Texas Government Code. If the County fails to cure any non-payment within the time permitted by chapter 2251, EPWater may, upon twenty-one (21) days' written notice suspend wastewater treatment services until all outstanding amounts due are paid in full. Failure of the County to cure non-payment in full, including any interest accrued, within thirty (30) days from the date of such notice of default for non-payment will be grounds for termination of this Agreement by EPWater.

Section 5.7 Entire Agreement. This Agreement contains the entire agreement between the Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect excepting a subsequent amendment made in accordance with Section 5.1

Section 5.8 Force Majeure. The City, EPWater or its employees, officers and agents shall in no case be liable to County or the customers of the County Wastewater System for the failure of EPWater to provide services, operations, or maintenance under this Agreement where the failure of such results from a force majeure as that term is commonly used and which shall mean acts of God; strikes; lockouts or other industrial disturbances; acts of a public enemy; terrorists; lawful orders of any federal, state or local agency or any authorized civil or military authority; riots, epidemics; landslides; lightning; earthquakes; fires; hurricanes; floods; washouts; interruption of electric power; inability to obtain or loss of rights-of-way or easements necessary for function of a wastewater system; unanticipated or unavoidable circumstances in operation of the EPWater Wastewater System or County Wastewater System that require EPWater in accordance Prudent

Utility Practices to interrupt or suspend wastewater treatment services; or other causes or circumstances not reasonably within the control of EPWater.

Section 5.9 Governing Law and Venue. This Agreement shall be interpreted in accordance with the Laws of the State of Texas and any action as necessary shall have as its venue the County of El Paso, Texas.

Section 5.10 Inspection. The Parties, or any of its authorized representatives, shall have the right to inspect the facilities and works of the other Party used in implementation of this Agreement at reasonable times as may be appropriate. The Parties shall provide notice at least five (5) Business Days in advance of the proposed date of inspection. The notice shall set forth the intent of the Party to inspect, the purpose of the inspection, the facilities to be inspected, the day of inspection, and the names of those representatives of the Party to be conducting the inspection. Requests for inspection shall not unreasonably be denied or delayed.

Section 5.11 Notices. Notices shall be effective if provided in writing by certified, return receipt mail deposited in the United States Postal Service and addressed to the following:

For EPWater:

El Paso Water
Attn: President/CEO
P.O. Box 511
El Paso, TX 79961-0511

With copy to

El Paso Water
Attn: Director Operations Services
P.O. Box 511
El Paso, TX 79961-0511

For County:

El Paso County
Attn: County Judge
500 San Antonio Street
El Paso, TX 79901

With copy to

El Paso County Public Works Department
Public Works Director
800 E. Overland Ste. 407
El Paso Texas 79901

El Paso County Attorney
500 E. San Antonio, Suite 503
El Paso Texas 79901

Section 5.12 Performance. In all activities or services performed under this Agreement, EPWater is an independent contractor and shall be responsible for all services contemplated under this Agreement and all work provided by EPWater shall be provided by officials and employees, consultants, agents, or subcontractors of EPWater. EPWater shall retain control and give its

attention to the prosecution and completion of the work and the fulfillment of this Agreement so long as the County fulfills its financial and other obligations to provide a wastewater system to the Square Dance Community.

Section 5.13 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision, and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

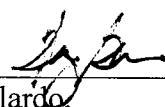
Section 5.14 Third Party Beneficiaries. The Parties enter into this Agreement solely for the benefit of themselves and agree that nothing in this Agreement shall be construed so as to confer any right, privilege, or benefit on any person or persons or entity other than the Parties signatory hereto.

Section 5.15 USDA. Performance of this Agreement shall be subject to the terms of any financing or other agreement for the permanent improvement to the County Wastewater System entered into by the County and the USDA. It is expressly agreed that EPWater shall not be liable to the County or any customer of the County Wastewater System due to an inability to perform this Agreement as a result of the County's and USDA's failure to accomplish the construction or financing as envisioned or applied for, for the County Wastewater System.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS hereof, the Parties have executed this AGREEMENT.

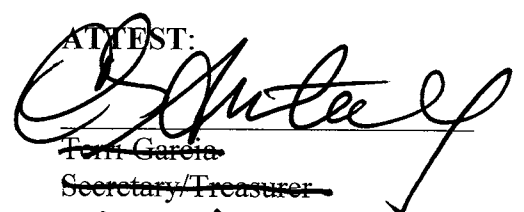
**EL PASO WATER UTILITIES PUBLIC
SERVICE BOARD**



Henry Gallardo,
Chair

Date approved 06/14/2017

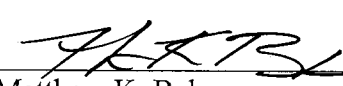
ATTEST:



~~Tom Garcia~~
~~Secretary/Treasurer~~

CHRIS ANTELOFF - VICE CHAIR

APPROVED AS TO FORM:



Matthew K. Behrens
Assistant General Counsel

THE COUNTY OF EL PASO, TEXAS

Veronica Escobar
County Judge

Date Approved _____

ATTEST:

County Clerk

APPROVED AS TO FORM AND SUBSTANCE:

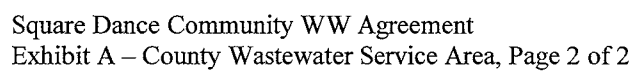
Norma Rivera-Palacios
El Paso County Public Works Director - Interim

APPROVED AS TO FORM:

Erich A. Morales
Assistant County Attorney

EXHIBIT A
COUNTY WASTEWATER SERVICE AREA

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**EXHIBIT B
DELIVERY POINTS**

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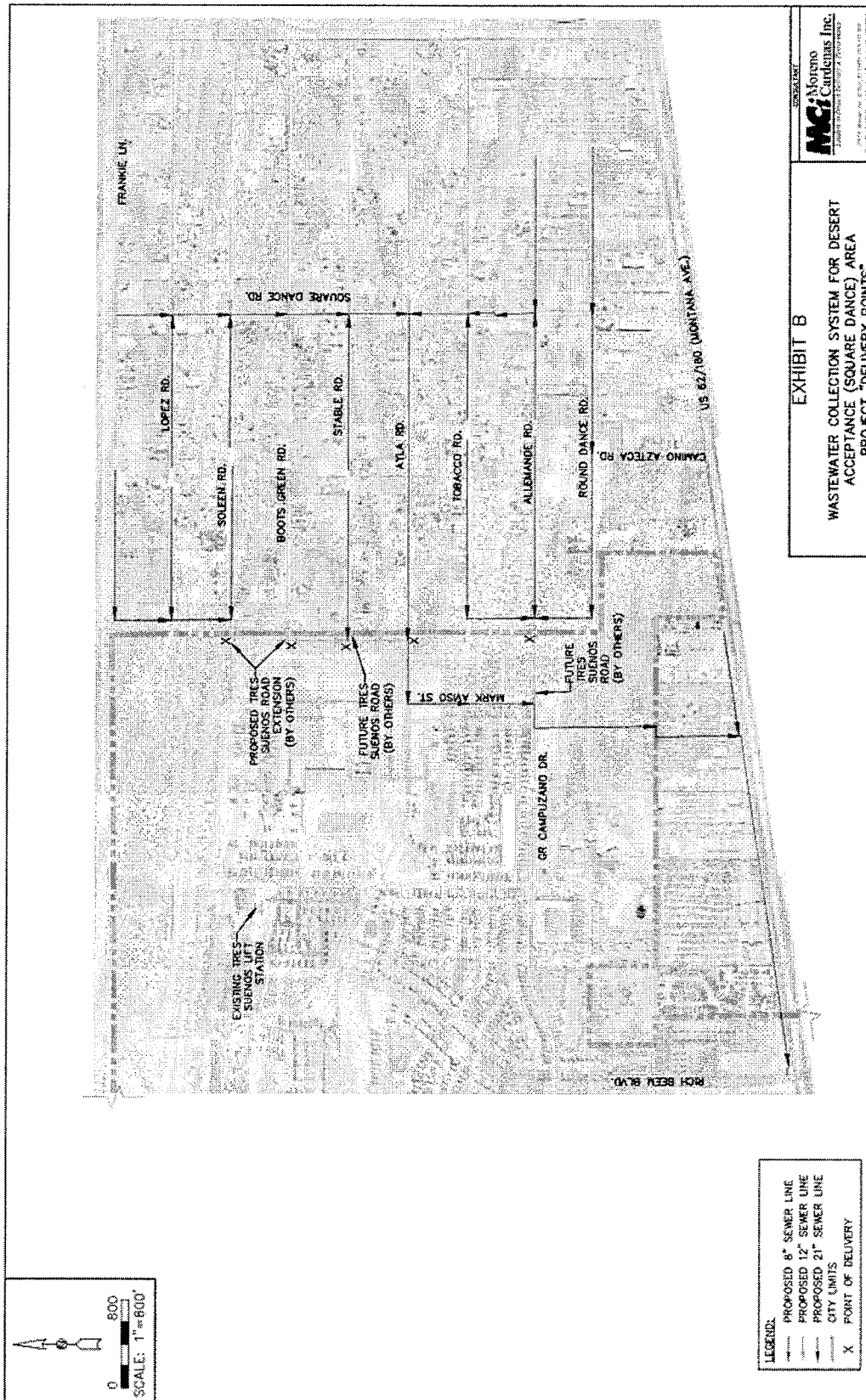


EXHIBIT C
SQUARE DANCE COMMUNITY

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