

The Board of Trustees of the City of Eagle Pass Water Works System will meet in a REGULAR SESSION on Wednesday, June 14, 2023 at 12:00 noon at the office of the City of Eagle Pass Water Works System, 2107 N. Veterans Blvd., Eagle Pass, Maverick County, Texas.

#### **AGENDA**

- 1. Establishment of quorum.
- 2. Citizens Communication.
- 3. Approval of the minutes of the meeting held on May 24, 2023.
- 4. Discussion and possible action on approval of a 30-year water and sewer service availability agreements for re-plat of lots 4 & 5 Blk 1 E.P. Industry Center #1 and G & S Estates.
- 5. Discussion and possible action on approval of a 30-year water and sewer service availability agreements for re-plat of lot 54, Block 1, El Pueblo Nuevo LTD Subdivision.
- 6. Discussion and possible action on approval of a 30-year water and sewer service availability agreements for re-plat of lot 6, Block 18, Deer Run Unit IV Subdivision.
- 7. Discussion and possible action on approval of a 30-year water and sewer service availability agreements for plat amendment of Paraiso Estates Unit III Subdivision.
- 8. Discussion and possible action on approval of a 30-year water and sewer service availability agreements for re-plat of lot 2, Fort Duncan West Subdivision.
- 9. Discussion and possible action on approval of a 30-year water availability agreement for L.J. Sanchez Subdivision.
- 10. Update and discussion on TxDot Loop 480 utility lines relocation.
- 11. Discussion and possible action to adopt the Eagle Pass Water Works System Safety Manual.
- 12. Discussion and possible action on TCEQ compliance investigation.

- 13. Discussion and possible action to authorize General Manager to transfer funds from account number #18085 Union Pacific Railroad 2MT project to account #10480 TxDot project.
- 14. Discussion and possible action to enter into Work Order no. 31 to Master Services agreement for engineering services between Eagle Pass Water Works and Tetra Tech Inc. for EPWWS Groundwater Feasibility Studies.
- 15. Executive Session pursuant to Section 551.071 of the Texas Government Code Consultation with the City of Eagle Pass Water Works System's attorneys regarding legal issues involving access to as well as quantity, quality and capacity of groundwater in Kinney County and Val Verde County.
- 16. Executive Session pursuant to Section 551.071 of the Texas Government Code-Consultation with the City of Eagle Pass Water Works System's attorneys regarding limiting the time EPWWS can open water services for non- payment disconnections and other suggested policy changes.
- 17. Discussion and possible action to limit the time EPWWS can open water services for non-payment disconnections and other suggested policy changes.

18. Adjourn.

Marco Salinas, Chairman

City of Eagle Pass Water Works System

#### **CERTIFICATION**

This is to certify that the above Notice of Meeting was posted on the Bulletin Board at the City Hall, in Eagle Pass, Maverick County, Texas, on Friday, June 9, 2023 at 12:00 pm.

Jorge Barrera, General Manager Jagle Pass Water Works System

The Water Works Board reserves the right to consider business out of the posted order and the right to adjourn into executive session to discuss items which are not listed as executive session items but which qualify to be discussed in closed session under Chapter 551 of the Texas Government Code.

The Board of Trustees of the City of Eagle Pass Water Works System met in REGULAR SESSION on Wednesday, May 24, 2023 at 12:00 noon at the office of the City of Eagle Pass Water Works System, 2107 N. Veterans Blvd., Eagle Pass, Maverick County, Texas.

MEMBERS PRESENT: Morris Libson, Diana Salinas, Johnny Ruiz and

Mayor Rolando Salinas

MEMBERS ABSENT: Marco Salinas

OTHERS PRESENT: Jorge Barrera, Jorge Flores, Roberto Gonzalez,

Mike Sanchez and Ruben Barrera-Langley Banack

- Citizens Communication-None.

-The minutes of the regular meeting held on April 19, 2023 were read and approved on a motion by Morris Libson and seconded by Diana Salinas.

The motion passed with the following vote:

AYE Johnny Ruiz, Morris Libson, Diana Salinas and

Mayor Rolando Salinas

NAY None ABSTAIN None

-In the matter of discussion and possible action on approval on a 30-year water and sewer service availability agreements for Perfecto Mancha Subdivision, the agreements were presented to the Board along with the plans of the area and all questions were answered by administration.

Thereafter, Mayor Rolando Salinas made a motion, seconded by Morris Libson to approve the 30-year water and sewer service availability agreements for Perfecto Mancha Subdivision.

The motion passed with the following vote:

AYE Johnny Ruiz, Morris Libson, Diana Salinas and

Mayor Rolando Salinas

NAY None ABSTAIN None

-In the matter of discussion and possible action on approval on a 30-year water and sewer service availability agreements for re-plat of lot A, School Block, Chula Vista Unit V, the agreements were presented to the Board along with the plans of the area and all questions were answered by administration.

Thereafter, Diana Salinas made a motion, seconded by Mayor Rolando Salinas to approve the 30-year water and sewer service availability agreements for re-plat of lot A, School Block, Chula Vista Unit V.

The motion passed with the following vote:

**AYE** 

Johnny Ruiz, Morris Libson, Diana Salinas and

Mayor Rolando Salinas

NAY

None

**ABSTAIN** 

None

-In the matter of discussion and possible action on approval on a 30-year water and sewer service availability agreements for re-plat of lot D Block 11, Townsite of Fabrica Subdivision, the agreements were presented to the Board along with the plans of the area and all questions were answered by administration.

Thereafter, Morris Libson made a motion, seconded by Mayor Rolando Salinas to approve the 30-year water and sewer service availability agreements for re-plat of lot D Block 11, Townsite of Fabrica Subdivision.

The motion passed with the following vote:

AYE

Johnny Ruiz, Morris Libson, Diana Salinas and

Mayor Rolando Salinas

NAY

None

ABSTAIN

None

-In the matter of discussion and possible action on approval of a resolution of the City of Eagle Pass Water Works System Board of Trustees to purchase remaining AMI meters through Texas Water Development Board project TWDB 62882 to finish out AMI Meter Replacement Project, questions were asked by the Board and answered by administration.

General Manager explained that over 14,500 meters have already been installed. New services are being installed and charged new fees. There are 1060 meters left to buy to be able to replace all meters in the system. There is still money left in the TWDB funding to be able to buy the remaining meters at a cost of \$230,793.80.

Thereafter, Mayor Rolando Salinas made a motion, seconded by Diana Salinas to approve the purchase of the remaining 1060 AMI meters through Texas Water Development Board project TWDB 62882 to finish out AMI Meter Replacement Project at a cost of \$230,793.80

The motion passed with the following vote:

AYE Johnny Ruiz, Morris Libson, Diana Salinas and

Mayor Rolando Salinas

NAY None ABSTAIN None

-In the matter of discussion and possible action to ratify the establishment of the EPWWS Water Warriors Leadership Program, General Manager explained to the Board what the program was about and the emphasis on getting students ready for college and to become leaders.

Thereafter, Diana Salinas made a motion, seconded by Morris Libson to ratify the establishment of the EPWWS Water Warriors Leadership Program.

The motion passed with the following vote:

AYE Johnny Ruiz, Morris Libson, Diana Salinas and

Mayor Rolando Salinas

NAY None ABSTAIN None

-In the matter of discussion and possible action to limit the time EPWWS can open water services for non- payment disconnections, administration explained to the Board that for safety reasons EPWWS wants to limit the time we send meter readers to open services for non-payments to 10 pm. Board members want to see several other changes brought to the Board to make things more efficient.

Thereafter, Mayor Rolando Salinas made a motion, seconded by Morris Libson to table item in order for administration to gather more information and come back with more recommendations.

The motion passed with the following vote:

AYE Johnny Ruiz, Morris Libson, Diana Salinas and

Mayor Rolando Salinas

NAY None ABSTAIN None

-In the matter of discussion and possible action on approval of a Resolution of the City of Eagle Pass Water Works System Board of Trustees approving and recommending to the City Council of the City of Eagle Pass, Texas to replace Article II, Chapter 27, Sections 27-40 and 27-41 of the Code of Ordinances of the City of Eagle Pass, Texas involving flush toilets connected to sewers and septic tanks, questions were asked by Board and answered by administration.

General Manager explained that adding if anyone wanting to connect to water services has to connect sewer services or a septic tank to the ordinances will make the process beneficial for EPWWS staff.

Thereafter, Morris Libson made a motion, seconded by Diana Salinas to approve a Resolution of the City of Eagle Pass Water Works System Board of Trustees approving and recommending to the City Council of the City of Eagle Pass, Texas to replace Article II, Chapter 27, Sections 27-40 and 27-41 of the Code of Ordinances of the City of Eagle Pass, Texas involving flush toilets connected to sewers and septic tanks.

The motion passed with the following vote:

AYE Johnny Ruiz, Morris Libson, Diana Salinas and

Mayor Rolando Salinas

NAY None ABSTAIN None

-In the matter of discussion and possible action on acceptance of a Special Warranty Dedication Deed from Elm Creek Properties, LLC to the City of Eagle Pass, Texas for the use and benefit of its City of Eagle Pass Water Works System involving a tract of land described as all of the Lot No. 31, in Block 3, Elm Creek Properties Subdivision, Unit 1, as said subdivision is shown by the map or plat thereof which is of record in Envelope 103, Side A, Map Records of Maverick County, Texas, SAVE AND EXCEPT, that certain portion of Lot No. 31 conveyed by Warranty Deed dated October 2, 2009, from Rita Melissa Guardiola and Jose Luis Guardiola, Jr. to Marcos Velazquez, Jr., and wife, Laura G. Velazquez, recorded as Document No. 157301, in Book 1208, Page 113, et. seq., Official Public Records of Maverick County, Texas, General Manager asked the Board to table this item for a future meeting.

Thereafter, Mayor Rolando Salinas made a motion, seconded by Morris Libson to table item until a future meeting.

The motion passed with the following vote:

AYE Johnny Ruiz, Morris Libson, Diana Salinas and

Mayor Rolando Salinas

NAY None ABSTAIN None

-In the matter of Executive Session pursuant to Section 551.071 of the Texas Government Code – Consultation with the City of Eagle Pass Water Works System's attorneys regarding legal issues involving access to as well as quantity, quality and capacity of groundwater in Kinney County and Val Verde County.

<sup>\*</sup>The Board went into Executive Session on 5-24-23 at 12:50 pm\*

<sup>\*</sup>The Board came out of Executive Session on 5-24-23 at 1:10 pm\*

<sup>\*</sup>No action was taken\*

-In the matter of Executive Session pursuant to Section 551.071 of the Texas Government Code-Consultation with the City of Eagle Pass Water Works System's (EPWWS) attorneys regarding legal issues regarding (1) updating the land use assumptions and capital improvements plan, modification of the current water impact fee, and adoption of a new wastewater impact fee; (2) approval or disapproval of the updated land use assumptions and capital improvements plan, modification of the current water impact fee, and adoption of a new wastewater impact fee; and (3) focus and membership of the City's Impact Fee Advisory Committee.

\*The Board went into Executive Session on 5-24-23 at 12:50 pm\*

\*The Board came out of Executive Session on 5-24-23 at 1:10 pm\*

\*No action was taken\*

-In the matter of discussion and possible action to enter an agreement with Capex Consulting to analyze and determine whether a modification of the current water impact fee and adoption of a new wastewater impact fee is needed, the proposal was presented and questions were asked by the Board and answered by administration.

Thereafter, Mayor Rolando Salinas made a motion, seconded by Morris Libson to enter an agreement with Capex Consulting to analyze and determine whether a modification of the current water impact fee and adoption of a new wastewater impact fee is needed at \$45,000.

The motion passed with the following vote:

AYE Johnny Ruiz, Morris Libson, Diana Salinas and

Mayor Rolando Salinas

NAY None ABSTAIN None

-In the matter of discussion and possible action on approval of a Resolution of the City of Eagle Pass Water Works System Board of Trustees recommending to and requesting that the City Council of the City of Eagle Pass, Texas (1) amend Chapter 27, Article IV, Section 27-141(2) of the City's Code of Ordinances to expand the focus of the City's Impact Fee Advisory Committee to include both water and wastewater capital improvements and impact fees; and (2) appoint new members to the City's Impact Fee Advisory Committee, General Manager named the proposed members of the Impact Fee Advisory Committee.

Thereafter, Diana Salinas made a motion, seconded by Morris Libson to name Larry Martin, Lewis Stock, Julio Salazar, Benny Rodriguez and Monica Valdez to the Impact Fee Committee.

The motion passed with the following vote:

AYE Johnny Ruiz, Morris Libson, Diana Salinas and

Mayor Rolando Salinas

NAY None ABSTAIN None

-Meeting was adjourned by a motion by Mayor Rolando Salinas, seconded by Diana Salinas at 1:14 pm.		
Marco Salinas, Chairman	Johnny Ruiz, Vice-Chairman	
Eagle Pass Water Works System	Eagle Pass Water Works System	



#### AGREEMENT REGARDING WATER SERVICE FOR THE PROPOSED

Replat Lots 4 & 5 Blk 1 E.P. Industry Center #1; and G & S Estates

PARTIES: This Agreement is by and between "the Utility" and "the Subdivider", to wit: "The Utility" is the governing board or owner of a supplier of drinking water known as EAGLE

PASS WATER & WASTEWATER SYSTEM.

Hector Canales

Hector Canales

, who is the owner, or the authorized agent of the owner, of a tract of land in Maverick County, Texas, that has been proposed to be divided into a subdivision ("the Subdivision") known as Replat Lots 4 & 5 Blk 1

E.P. Industry Center #1 and G & S Estates

TERMS: This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development's Board Economically Distressed Areas Program "Model Subdivision Rules". The Subdivider has prepared a plat of the Subdivision for submission to Maverick County and the City of Eagle Pass for their respective approval.

The Subdivider plans to construct for the Subdivision a drinking water distribution system to be connected to the Utility's water supply system. The Utility has reviewed the plans for this subdivision ("the Plans") and has estimated the drinking water flow anticipated to be needed by the Subdivision under fully built-out conditions ("the estimated water flow") to be approximately

250 gallons daily.

The Utility warrants that necessary arrangements have been made to supply the anticipated water flow for at least thirty years (30). The Utility covenants that it has or will have the capacity to provide the anticipated water flow, and that it will provide that water flow. The covenants will be in effect until thirty years (30) after the plat of the Subdivision has been recorded and the Subdivision's water distribution has been connected to the Utility's water supply system.

The Subdivider covenants that the water distribution system be constructed as shown in the Plans and as provided for through the plat approval process so that the residents of the lots of the Subdivision may receive drinking water service from the Utility. Upon completion of the water distribution system and upon its approval and acceptance by the Utility, the Subdivider will convey to the Utility all right and title to the water distribution system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by Maverick County and the City of Eagle Pass.

By affixing his or her signature to the Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

Whie A sussessed in a Constitute and

I his Agreement is effective on	•
The Utility	The Subdivider
Ву:	Ву:
Printed Name:	Printed Name: Hector Canales
Office or Position:	Office or Position: Engineer
Date:	Date: May 22, 2023

Note: The above form of agreement may be used when required under Model Rule Sections 2.2 (a) (2) and 3.2 (c) (l), which appear respectively as Sections 4.2.2.A.2 and 4.3.4.C.1 in both Title A and Title B of the Maverick County Subdivision Rules, Revised July 1996.



#### AGREEMENT REGARDING WASTEWATER TREATMENT SERVICE FOR THE

Replat Lots 4 & 5 Blk 1 E.P. Industry Center #1;
and G & S Estates

SUBDIVISION

PARTIES: This Agreement is by and between "the Utility" and "the Subdivider", to wit:
"The Utility" is the governing board or owner of a provider of wastewater treatment known as

#### EAGLE PASS WATER & WASTEWATER SYSTEM.

"The Subdivider is _	Hector Canales	, who is the owner, or
the authorized agent	of the owner, of a tract of land in Maverick County,	Texas, that has been
proposed to be divid	ed into a subdivision ("the Subdivision") known as	
Replat Lots 4 & 5 Bl	k 1 E.P. Industry Center #1; and G & S Estates	

TERMS: This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development's Board Economically Distressed Areas Program "Model Subdivision Rules". The Subdivider has prepared a plat of the Subdivision for submission to Maverick County and the City of Eagle Pass for their respective approval.

The Subdivider plans to construct for the Subdivision a wastewater collection system to be connected to the Utility's wastewater treatment system. Such wastewater will consist of domestic sewage, i.e., waterborne human waste and waste from domestic activities such as bathing, washing, and food preparation. The Utility has reviewed the plans for this subdivision ("the Plans") and has estimated the wastewater flow projected by the Subdivision under fully built-out conditions ("the projected wastewater flow") to be approximately \_\_\_\_\_\_ gallons daily.

The Utility warrants that necessary arrangements have been made to supply the anticipated water flow for at least thirty years (30). The Utility covenants that it has or will have the capacity to provide the anticipated water flow, and that it will provide that water flow. The covenants will be in effect until thirty years (30) after the plat of the Subdivision has been recorded and the Subdivision's water distribution has been connected to the Utility's water supply system.

The Subdivider covenants that the wastewater collection system be constructed as shown in the Plans and as provided for through the plat approval process so that the residents of the lots of the Subdivision may receive wastewater treatment service from the Utility. Upon completion of the wastewater collection system and upon its approval and acceptance by the Utility, the Subdivider will convey all right and title to the wastewater collection system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by Maverick County and the City of Eagle Pass.

By affixing his or her signature to the Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This Agreement is effective on	•
The Utility	The Subdivider
Ву:	Ву: // / / / / / / / / / / / / / / / / /
Printed Name:	Printed Name: Hector Canales
Office or Position:	Office or Position: Engineer
Date:	Date: May 22, 2023

Note: The above form of agreement may be used when required under Model Rule Sections 2.2 (a) (2) and 3.2 (c) (I), which appear respectively as Sections 4.2.2.A.2 and 4.3.4.C.1 in both Title A and Title B of the Maverick County Subdivision Rules, Revised July 1996.

CARLETON CERTICAL NEW CONTROL	EAGLE PASS AND OF PART APPROVAL AND OF PART APPROVAL AND OF PART APPROVAL AND OF PART APPROVAL BY THE CITY OF LOCAL PASS INDUSTROSH WERE REVENDED AND APPROVAD BY THE CITY OF LEARLY PASS AND APPROVAD ON	L THE GARDENSOND, CERTY THAT THIS SECRAL OF LOTS A RECEIVED AND ENGINEER CONSISTENCY WAS EXCHAUSED AND EXCHAUSE WAS EXCHAUSED AND EXCHAUSED AND EXCHAUSED AND EXCHAUSED AND EXCHAUSED AND EXCHAUSED AND EXCLUSIVE WAS AND EXCLUSIVE OFFICE THIS	CITY MANAGE SWORN UNDE		HIMY ME CITY ————————————————————————————————————
LOCATION MAP  1 = 1,000  MOUNTAIN VIEW ENGINEERING F-15053  CONDA TWO DEGREEN. 14CTOR CAMALS, P.F. SMIT. 8 2500 KETEMAS BAD SMIT. 8 2500 BAD SMIT	N. B	9°49'00" E 95.78'			
STATE OF TEXAS  COUNTY OF MANEROX  L NON SABA MONTRANTON  TEXAS, OO RECEIPT CERTAY THAT THE PLAT FAS  FELD BU HY OFFICE ON THE	0 & S ESTATES LOTA 292.852/27 57 6.776 ACRES 3.564 HWG 57	BRAVO ESTATES  PAGLE PASS INDUSTRY CENTER #1  DOT 4A BLOCK 1  201,383.18 St.  4.862 ACRES	EAGLE PASS INI LOT 4A 201,38 4,623 1050 AD	ESTATES NUSTRY CENTER #1 BLOCK 1 33.18 SF A CARES AMS CIRCLE PASS, TX	/\ <u>/</u>
STATE OF TEAMS COUNTY OF WAVERING X  OMNIPS DEDICATION, CERTIFICATION, AND ATTESTATION THE OWNER OF LOTS 4 - S, SECON, I EARLE PASS BOUGSTRY OF STATES SEMENTIONES AND OWNER OF LOTS AT PRIVATE ORDERSTRY STREET AND LABOURTS SHOWN EDITING, AND PARTIESE CERTIFICATION OF LOTS AND ADMINISTRY CONNESS WITH THE REQUIREMENTS OF TEAMS COLL, OFFICIARIES THAT.  (A) YES WATER CAULTY AND CONNECTION TO THE LOT(S) WALL  (A) YES WATER CAULTY AND CONNECTION TO THE LOT(S) WALL	CONTENT AT AND S & S. STORY OF THE CONTENT AND S & S. STORY OF	IDED TOTALS CIRCLE EAGLE PASS TX	//	BRAVO ES EAGLE PASS INDUS LOT 5A BL 236.5721 5.431 At 1082 ADAMS	STRY CENTER LOCK 1 19 SF CRES S CIRCLE

N 12°11'00" E

SWORN UNDER MY HAND AND SEAL OF OFFICE THIS .....

BY RICARDO CONZALEZ SIGNATURE NOTARY PUBLIC STATE OF TEXAS INSET 1
BOUNDARY DETAIL

Scale: 1" = 20"

RE-PLAT OF
LOTS 4 & 5, BLOCK 1, EAGLE PASS INDUSTRY CENTER #1
AND G & S ESTATES

INSET 2

20' ACCESS EASEMENT DETAIL

BEING LOTS 4 & 5 BLOCK 1 EAGLE PASS INDUSTRY CENTER #1, CITY OF EAGLE PASS, MAVERICK COUNTY RECORDED IN ENVELOPE 209, SIDE B; & BEING 6.79 ACERS G & S ESTATES, CITY OF EAGLE PASS, MAVERICK COUNTY RECORDED IN ENVELOPE 193, SIDE B, OF THE MAVERICK COUNTY MAP RECORDS, MAVERICK COUNTY, TEXAS

ATE OF TEXAS

I HETIDE CAMALES, A BEOSETRED PROTESSONAL DIGNEET BY THE STATE OF TEXAS (BO 9783A) HERE'S CERTEN THAT THE MITES AND WASTINATES ESPHICES FOR MIS PLAT WORF DESIGNED IN ACCORDANCE WITH THE REQUIREDHES OF THE CITY OF EAGLE PASS, TEXAS, BUILT THESE SERVICES ARE COMPLETED TO A PUBLIC WATER AND SERVER UNIVERS OPERATED AND MARTHAND BY THE CITY OF EAGLE PASS, TEXAS, DIVERS WATER AND SERVER USINGS ARE OF COMPLIANCE WITH THE MODIFIED OF THE MODIFIED OF THE COMPLIANCE WITH THE MODIFIED OF THE MODIFIED

TATE OF TEXAS )

I, FRANCISCO CAYTAM, A REGISTRED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE CRECORNIC PLAT AND DESCOPPION OF THE REPLAT OF LOTS 4 & 5 EAUE PASS BOUSTRY CENTER II AND 0 & 5 ESTATES SUBDIVISIONS WERE PREPARED FROM A SURVEY OF DEPARTMENT OF THE PROPERTY HERE OF LINES BY SUPPRISON.

FRANCISCO GAYTAN

WALEDAY MATTE

THIS SURDIVISION IS LOCATED INSIDE THE CITY LIMITS OF EAGLE PASS

THES SUBDIVISION IS NOT LOCATED WITHIN THE FEMA REGULATED 1X MINIJAL FLOODPLAIN AS DEPICTED ON FIRM PAREL \$48323C 04550, FFECTIVE APRIL 4, 2011.

3 THE LOTS IN THE SUBDIVISION ARE CURRENTLY SERVED BY A PUBL WATER SYSTEM OWNED, OPERATED, AND MAINTAINED BY EAGLE PASS

4. THE LOTS IN THE SUBDIVISION ARE CURRENTLY SERVED BY A PUB SEWER SYSTEM OWNED, OPERATED, AND MAINTAINED BY EAGLE PASS

5. THE LOTS IN THE SUBDIMISION ARE CURRENTLY SERVED ELECTRON PROVIDED BY AMERICAN ELECTRIC POWER, A PUBLIC LITE ITY OPERATIONED IT THE LAWS AND REGULATIONS OF THE STATE OF TEXAS.

LEGEND			
0	-	FOUND 1/2" IRON ROL	
	-	SET 1/2" IRON ROD	
0	-	FOUND 1" PIPE	
	-	SET 60-D NAIL	
P.O.B.	-	POINT OF BEGINNING	
	_		

+ 1% FLOODPLAIN

EX CONCRETE

EX BUILDING

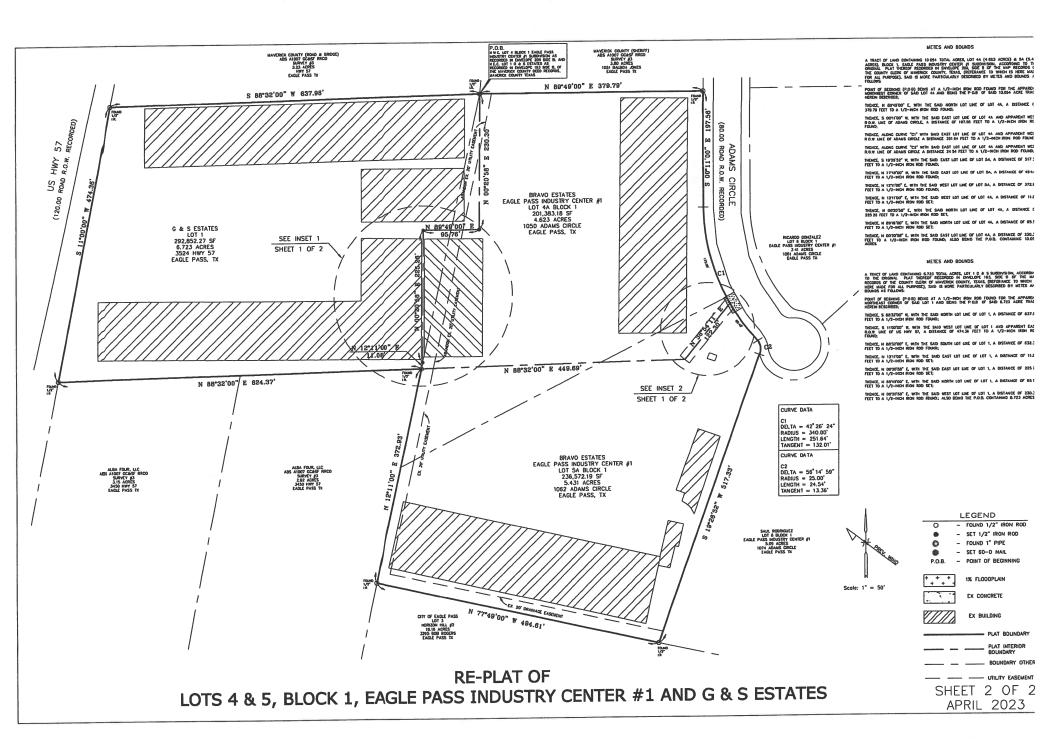
PLAT BOUNDARY

PLAT INTERIOR
BOUNDARY

BOUNDARY OTHER

UTILITY EASEMENT

SHEET 1 OF 2 APRIL 2023





#### AGREEMENT REGARDING WATER SERVICE FOR THE PROPOSED

Replat of Lot 54, Block 1, El Pueblo Nuevo LTD SUBDIVISION

PARTIES:	This Agreement is by and between "the Utility" and "the Subdivider", to wit:
"The Utility"	is the governing board or owner of a supplier of drinking water known as <b>EAGLE</b>
PASS WATE	R & WASTEWATER SYSTEM.
"The Subdivic	der is, who is the owner, or
the authorized	agent of the owner, of a tract of land in Maverick County, Texas, that has been
proposed to be	e divided into a subdivision ("the Subdivision") known as
Replat of Lot	54, Block 1, El Pueblo Nuevo Subdivision LTD.
Texas Water Subdivision submission to The Subdivision to Subdivisi	his Agreement is entered into in partial satisfaction of requirements under the r Development's Board Economically Distressed Areas Program "Model Rules". The Subdivider has prepared a plat of the Subdivision for o Maverick County and the City of Eagle Pass for their respective approval. ider plans to construct for the Subdivision a drinking water distribution connected to the Utility's water supply system. The Utility has reviewed the is subdivision ("the Plans") and has estimated the drinking water flow to be needed by the Subdivision under fully built-out conditions ("the ater flow") to be approximately gallons daily.
anticipated will have the water flow. Subdivision	warrants that necessary arrangements have been made to supply the water flow for at least thirty years (30). The Utility covenants that it has or e capacity to provide the anticipated water flow, and that it will provide that The covenants will be in effect until thirty years (30) after the plat of the has been recorded and the Subdivision's water distribution has been the Utility's water supply system.

The Subdivider covenants that the water distribution system be constructed as shown in the Plans and as provided for through the plat approval process so that the residents of the lots of the Subdivision may receive drinking water service from the Utility. Upon completion of the water distribution system and upon its approval and acceptance by the Utility, the Subdivider will convey to the Utility all right and title to the water distribution system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by Maverick County and the City of Eagle Pass.

By affixing his or her signature to the Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This Agreement is effective on	•
The Utility	The Subdivider
Ву:	By: Billeye & Bullnoyet
Printed Name:	Printed Name: Guada upe Guarque 6
Office or Position:	Office or Position: OWNEC
Date:	Date: $05/17/2023$ -

Note: The above form of agreement may be used when required under Model Rule Sections 2.2 (a) (2) and 3.2 (c) (I), which appear respectively as Sections 4.2.2.A.2 and 4.3.4.C.1 in both Title A and Title B of the Maverick County Subdivision Rules, Revised July 1996.



## AGREEMENT REGARDING WASTEWATER TREATMENT SERVICE FOR THE

PROPOSED Replat of Lot 54, Block 1, El Pueblo Nuevo LTD SUBDIVISION

PARTIES.	This Agreement is by and between "the Utility" and "the Subdivider", to wit:		
"The Utility" is the governing board or owner of a provider of wastewater treatment known as			
EAGLE PASS	WATER & WASTEWATER SYSTEM.		
"The Subdivide	er is, who is the owner, or		
the authorized a	agent of the owner, of a tract of land in Maverick County, Texas, that has been		
proposed to be	divided into a subdivision ("the Subdivision") known as		
	Replat of Lot 54, Block 1, El Pueblo Nuevo Subdivision LTD		
TERMS: This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development's Board Economically Distressed Areas Program "Model Subdivision Rules". The Subdivider has prepared a plat of the Subdivision for submission to Maverick County and the City of Eagle Pass for their respective approval. The Subdivider plans to construct for the Subdivision a wastewater collection system to be connected to the Utility's wastewater treatment system. Such wastewater will consist			
of domestic sewage, i.e., waterborne human waste and waste from domestic activities such as bathing, washing, and food preparation. The Utility has reviewed the plans for this subdivision ("the Plans") and has estimated the wastewater flow projected by the Subdivision under fully built-out conditions ("the projected wastewater flow") to be approximately gallons daily.			

The Utility warrants that necessary arrangements have been made to supply the anticipated water flow for at least thirty years (30). The Utility covenants that it has or will have the capacity to provide the anticipated water flow, and that it will provide that water flow. The covenants will be in effect until thirty years (30) after the plat of the Subdivision has been recorded and the Subdivision's water distribution has been connected to the Utility's water supply system.

The Subdivider covenants that the wastewater collection system be constructed as shown in the Plans and as provided for through the plat approval process so that the residents of the lots of the Subdivision may receive wastewater treatment service from the Utility. Upon completion of the wastewater collection system and upon its approval and acceptance by the Utility, the Subdivider will convey all right and title to the wastewater collection system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by Maverick County and the City of Eagle Pass.

By affixing his or her signature to the Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This A greement is effective on

THIS TESTOCHEME TO VALOUE TO OAK	
The Utility	The Subdivider
Ву:	By: Me & Belley to
Printed Name:	Printed Name: Guadalupe Guanajud Fi
Office or Position:	Office or Position: OWNEY
Date:	Date: 05/17/2023

Note: The above form of agreement may be used when required under Model Rule Sections 2.2 (a) (2) and 3.2 (c) (I), which appear respectively as Sections 4.2.2.A.2 and 4.3.4.C.I in both Title A and Title B of the Maverick County Subdivision Rules, Revised July 1996.

## REPLAT OF LOT 54, BLOCK 1, El Pueblo Nuevo Subdivision, LTD LOT 54, BLOCK 1, EL PUEBLO NUEVO SUBDIVISION, LTD BEGINFIELD at a stret stake set (S.P.C. H.1342398.01, S.1508273.00) in the couth line of Public Music Drive at the common north corner of lefs 53 and 51 for the methodat corner of the Americ described treat. Will SCALE: 1" - 30" burning States Adding these of Lane FOURN MOMENTAL CO SO SO SOUTH MANUAL CO SO SOUTH MANUAL CO SO SOUTH MANUAL CO SO SOUTH MANUAL CO SOUTH MANUAL STATE OF TENAS 3 PREMINER ADDRESS DIRKSEN ENGINEERING UVALUE BLACE PAGE EPF FAMIL P-COLL BRACE PAGE TO THE STATE OF THE S en Thus priat americas loti si, block k, si, puedrionalevo dubenvendul i etd of thus plat pmetvojak v Hendriosido ni tral priat relegaciós d'immelhani colupity, guarliata et al 1808 a. THE CONCENTRAL TO THE WAY THE WAY BE SENTED FOR THE BANCHMENT OF AN EXPENDING THE WAY THE BANCHMENT OF AN EXPENDENCE OF THE CONCENTRAL TO THE PARKET OF THE CONCENTRAL TO THE PARKET OF THE CONCENTRAL THE PARKET OF THE PARKET OF THE CONCENTRAL THE PARKET OF THE CONCENTRAL THE PARKET OF THE CAN'T THE CALL IN MAND WITH BEYN'CO, CALLET AND THE DAY OF THE PROPERTY OF THE i (and devine on the place of in the grape county of Early Pride in Entertieble Charty, no Edward The the last arran and the company of any use also a proper was at 1950 for the second of the Merilast rest vand of the estimate County Mana and the second of the second STAND HOTARY SVALC STATE OF TEXAS VICINITY MAP: EAGLE PASS, TX egizini grecheni (ini Tinis Plati iz locater) ovitskog of Amboni, floric Berja (if Nombajni floric mazari), zemej ul až grecheni (ini 19.00) mej I podi grecheni (izulaty, floric) amb nezonomikiezo ambaš izona i COUNTY CLERK OF NAMEDICS COUNTY, CERTIFY THAY THE PLAT SELECTION THE COUNTY CLERK OF NAMEDICS OF COUNTY CLERK OF NAMEDICS OF COUNTY CLERK OF NAMEDICS OF COUNTY CLERK OF THE COUNTY OF THE COUNTY CLERK OF T THE SUBMICIDATE MANAGEMENT OF CONSTRUCTION OF PRIVATE OF ANY LOT MANAGEMENT OF THE SUBMICIDATE OF THE SUBMICIDATE OF THE SUBMICINARY OF THE SUBMICIDATE OF THE SUBMICIDATE OF THE SUBMICINARY OF THE SUBMICIDATE OF THE SUBMIC PRODUCT HAVE & ADDRESS REPLAT OF LOT 54, BLOCK 1, GL PUEBLO MUEVO SUBSIMISIONI, N Repl Anna 72 SERVICENTE CONTROL P.J. STREET, R.P.J.L. CO. SHEET TITLE PRELIMINARY 07 1 EMSETS DEFO GRAMM APPYD DATE COMMUNE MOTARY PLOTES - STATE OF TOMAS NAT CONSTRUCTION CONPERTS S ON



### AGREEMENT REGARDING WASTEWATER TREATMENT SERVICE FOR THE

PROPOSED Replat of Lot 6, Block 18, Deer Run Unit IV SUBDIVISION

PARTIES: This Agreement is by and between "the Utility" and "the Subdivider", to wit: "The Utility" is the governing board or owner of a provider of wastewater treatment known as EAGLE PASS WATER & WASTEWATER SYSTEM. Maria Teresa Guerra "The Subdivider is \_\_\_\_, who is the owner, or the authorized agent of the owner, of a tract of land in Maverick County, Texas, that has been proposed to be divided into a subdivision ("the Subdivision") known as Replat of Lot 6, Block 18, Deer Run Subdivision Unit IV. TERMS: This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development's Board Economically Distressed Areas Program "Model Subdivision Rules". The Subdivider has prepared a plat of the Subdivision for submission to Maverick County and the City of Eagle Pass for their respective approval. The Subdivider plans to construct for the Subdivision a wastewater collection system to be connected to the Utility's wastewater treatment system. Such wastewater will consist of domestic sewage, i.e., waterborne human waste and waste from domestic activities such as bathing, washing, and food preparation. The Utility has reviewed the plans for this subdivision ("the Plans") and has estimated the wastewater flow projected by the

The Utility warrants that necessary arrangements have been made to supply the anticipated water flow for at least thirty years (30). The Utility covenants that it has or will have the capacity to provide the anticipated water flow, and that it will provide that water flow. The covenants will be in effect until thirty years (30) after the plat of the Subdivision has been recorded and the Subdivision's water distribution has been connected to the Utility's water supply system.

Subdivision under fully built-out conditions ("the projected wastewater flow") to be

approximately 280 gallons daily.

The Subdivider covenants that the water distribution system be constructed as shown in the Plans and as provided for through the plat approval process so that the residents of the lots of the Subdivision may receive drinking water service from the Utility. Upon completion of the water distribution system and upon its approval and acceptance by the Utility, the Subdivider will convey to the Utility all right and title to the water distribution system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by Maverick County and the City of Eagle Pass.

By affixing his or her signature to the Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This Agreement is effective on	·
The Utility	The Subdivider
Ву:	By: Mariat Guerra
Printed Name:	Printed Name: MariaT. Guerra
Office or Position:	Office or Position: DWNEP
Date:	Date: 5/11/23

Note: The above form of agreement may be used when required under Model Rule Sections 2.2 (a) (2) and 3.2 (c) (I), which appear respectively as Sections 4.2.2.A.2 and 4.3.4.C.I in both Title A and Title B of the Maverick County Subdivision Rules, Revised July 1996.



# AGREEMENT REGARDING WATER SERVICE FOR THE PROPOSED Replat of Lot 6, Block 18, Deer Run Unit IV SUBDIVISION

PARTIES: This Agreement is by and between "the Utility" and "the Subdivider", to wit: "The Utility" is the governing board or owner of a supplier of drinking water known as **EAGLE** PASS WATER & WASTEWATER SYSTEM. "The Subdivider is Maria Teresa Guerra , who is the owner, or the authorized agent of the owner, of a tract of land in Maverick County, Texas, that has been proposed to be divided into a subdivision ("the Subdivision") known as Replat of Lot 6, Block 18, Deer Run Subdivision Unit IV. **TERMS**: This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development's Board Economically Distressed Areas Program "Model Subdivision Rules". The Subdivider has prepared a plat of the Subdivision for submission to Maverick County and the City of Eagle Pass for their respective approval. The Subdivider plans to construct for the Subdivision a drinking water distribution system to be connected to the Utility's water supply system. The Utility has reviewed the plans for this subdivision ("the Plans") and has estimated the drinking water flow anticipated to be needed by the Subdivision under fully built-out conditions ("the estimated water flow") to be approximately 400 gallons daily. The Utility warrants that necessary arrangements have been made to supply the anticipated water flow for at least thirty years (30). The Utility covenants that it has or will have the capacity to provide the anticipated water flow, and that it will provide that water flow. The covenants will be in effect until thirty years (30) after the plat of the Subdivision has been recorded and the Subdivision's water distribution has been

connected to the Utility's water supply system.

The Subdivider covenants that the wastewater collection system be constructed as shown in the Plans and as provided for through the plat approval process so that the residents of the lots of the Subdivision may receive wastewater treatment service from the Utility. Upon completion of the wastewater collection system and upon its approval and acceptance by the Utility, the Subdivider will convey all right and title to the wastewater collection system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by Maverick County and the City of Eagle Pass.

By affixing his or her signature to the Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This Agreement is effective on	•
The Utility	The Subdivider
Ву:	By: Maria T. Querra
Printed Name:	Printed Name: Mariat. Goewa
Office or Position:	Office or Position: OWNEY
Date:	Date: 5/23/2023

Note: The above form of agreement may be used when required under Model Rule Sections 2.2 (a) (2) and 3.2 (c) (1), which appear respectively as Sections 4.2.2.A.2 and 4.3.4.C.I in both Title A and Title B of the Maverick County Subdivision Rules, Revised July 1996.

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# AGREEMENT REGARDING WATER SERVICE FOR THE PROPOSED Plat Amendment of Paraiso Estates Unit III SUBDIVISION

PARTIES: This Agreement is by and between "the Utility" and "the Subdivider", to wit: "The Utility" is the governing board or owner of a supplier of drinking water known as **EAGLE** PASS WATER & WASTEWATER SYSTEM. "The Subdivider is Jaime De Los Santos , who is the owner, or the authorized agent of the owner, of a tract of land in Maverick County, Texas, that has been proposed to be divided into a subdivision ("the Subdivision") known as \_\_\_\_ Plat Amendment of Paraiso Estates Unit III **TERMS**: This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development's Board Economically Distressed Areas Program "Model Subdivision Rules". The Subdivider has prepared a plat of the Subdivision for submission to Maverick County and the City of Eagle Pass for their respective approval. The Subdivider plans to construct for the Subdivision a drinking water distribution system to be connected to the Utility's water supply system. The Utility has reviewed the plans for this subdivision ("the Plans") and has estimated the drinking water flow anticipated to be needed by the Subdivision under fully built-out conditions ("the estimated water flow") to be approximately 100,000 gallons daily. The Utility warrants that necessary arrangements have been made to supply the anticipated water flow for at least thirty years (30). The Utility covenants that it has or

will have the capacity to provide the anticipated water flow, and that it will provide that water flow. The covenants will be in effect until thirty years (30) after the plat of the Subdivision has been recorded and the Subdivision's water distribution has been

connected to the Utility's water supply system.

The Subdivider covenants that the water distribution system be constructed as shown in the Plans and as provided for through the plat approval process so that the residents of the lots of the Subdivision may receive drinking water service from the Utility. Upon completion of the water distribution system and upon its approval and acceptance by the Utility, the Subdivider will convey to the Utility all right and title to the water distribution system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by Maverick County and the City of Eagle Pass.

By affixing his or her signature to the Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This Agreement is effective on	•
The Utility	The Subdivider
Ву:	Ву:
Printed Name:	Printed Name: Jaye De los Santos
Office or Position:	Office or Position: Managen
Date:	Date: 05   23   23

Note: The above form of agreement may be used when required under Model Rule Sections 2.2 (a) (2) and 3.2 (c) (I), which appear respectively as Sections 4.2.2.A.2 and 4.3.4.C.1 in both Title A and Title B of the Maverick County Subdivision Rules, Revised July 1996.



#### AGREEMENT REGARDING WASTEWATER TREATMENT SERVICE FOR THE

PROPOSED Plat Amendment of Paraiso Estates Unit III SUBDIVISION

PARTIES: This Agreement is by and between "the Utility" and "the Subdivider", to wit:

"The Utility" is the governing board or owner of a provider of wastewater treatment known as

EAGLE PASS WATER & WASTEWATER SYSTEM.

"The Subdivider is \_\_\_\_\_ Jaime De Los Santos \_\_\_\_, who is the owner, or the authorized agent of the owner, of a tract of land in Maverick County, Texas, that has been proposed to be divided into a subdivision ("the Subdivision") known as

Plat Amendment of Paraiso Estates Unit III

TERMS: This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development's Board Economically Distressed Areas Program "Model Subdivision Rules". The Subdivider has prepared a plat of the Subdivision for submission to Maverick County and the City of Eagle Pass for their respective approval.

The Utility warrants that necessary arrangements have been made to supply the anticipated water flow for at least thirty years (30). The Utility covenants that it has or will have the capacity to provide the anticipated water flow, and that it will provide that water flow. The covenants will be in effect until thirty years (30) after the plat of the Subdivision has been recorded and the Subdivision's water distribution has been connected to the Utility's water supply system.

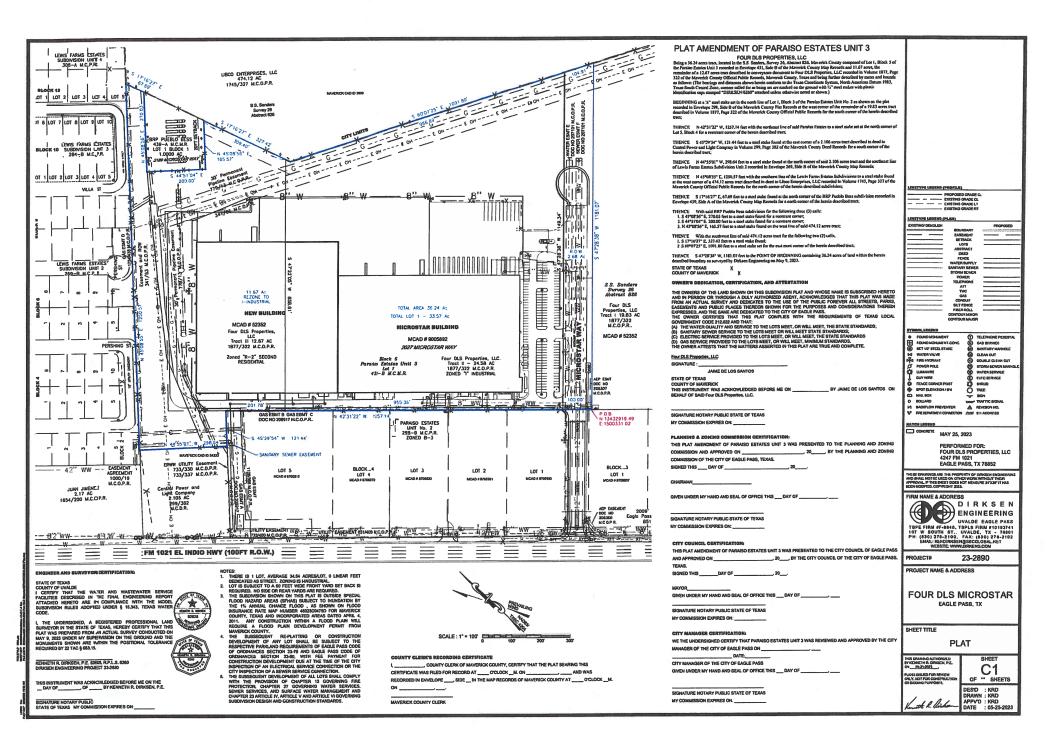
The Subdivider covenants that the wastewater collection system be constructed as shown in the Plans and as provided for through the plat approval process so that the residents of the lots of the Subdivision may receive wastewater treatment service from the Utility. Upon completion of the wastewater collection system and upon its approval and acceptance by the Utility, the Subdivider will convey all right and title to the wastewater collection system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by Maverick County and the City of Eagle Pass.

By affixing his or her signature to the Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This Agreement is effective on	•
The Utility	The Subdivider
Ву:	Ву:
Printed Name:	Printed Name: Jaige De los Sastos
Office or Position:	Office or Position: M4-4 gel
Date:	Date: 05/28/2023

Note: The above form of agreement may be used when required under Model Rule Sections 2.2 (a) (2) and 3.2 (c) (I), which appear respectively as Sections 4.2.2.A.2 and 4.3.4.C.1 in both Title A and Title B of the Maverick County Subdivision Rules, Revised July 1996.





## AGREEMENT REGARDING WATER SERVICE FOR THE PROPOSED

## Replat of Lot 2, Fort Duncan West subdivision

PARTIES: This Agreement is by and between "the Utility" and "the Subdivider", to wit:
"The Utility" is the governing board or owner of a supplier of drinking water known as $\underline{\textbf{EAGLE}}$
PASS WATER & WASTEWATER SYSTEM.
"The Subdivider is, who is the owner, or
the authorized agent of the owner, of a tract of land in Maverick County, Texas, that has been
proposed to be divided into a subdivision ("the Subdivision") known as
Replat of Lot 2, Fort Duncan West Subdivision .
TERMS: This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development's Board Economically Distressed Areas Program "Model Subdivision Rules". The Subdivider has prepared a plat of the Subdivision for submission to Maverick County and the City of Eagle Pass for their respective approval.  The Subdivider plans to construct for the Subdivision a drinking water distribution system to be connected to the Utility's water supply system. The Utility has reviewed the plans for this subdivision ("the Plans") and has estimated the drinking water flow anticipated to be needed by the Subdivision under fully built-out conditions ("the estimated water flow") to be approximately
The Utility warrants that necessary arrangements have been made to supply the anticipated water flow for at least thirty years (30). The Utility covenants that it has or will have the capacity to provide the anticipated water flow, and that it will provide that water flow. The covenants will be in effect until thirty years (30) after the plat of the Subdivision has been recorded and the Subdivision's water distribution has been connected to the Utility's water supply system.

The Subdivider covenants that the water distribution system be constructed as shown in the Plans and as provided for through the plat approval process so that the residents of the lots of the Subdivision may receive drinking water service from the Utility. Upon completion of the water distribution system and upon its approval and acceptance by the Utility, the Subdivider will convey to the Utility all right and title to the water distribution system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by Maverick County and the City of Eagle Pass.

By affixing his or her signature to the Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This Agreement is effective on	•
The Utility	The Subdivider
Ву:	By: Clardia Papinda
Printed Name:	Printed Name:
Office or Position:	Office or Position:
Date:	Date: 19014 25 - 2023

Note: The above form of agreement may be used when required under Model Rule Sections 2.2 (a) (2) and 3.2 (c) (I), which appear respectively as Sections 4.2.2.A.2 and 4.3.4.C.I in both Title A and Title B of the Maverick County Subdivision Rules, Revised July 1996.



AGREEMENT REGARDING WASTEWATER TREATMENT SERVICE FOR THE			
PROPOSED Replat of Lot 2, Fort Duncan West SUBDIVISION			
PARTIES: This Agreement is by and between "the Utility" and "the Subdivider", to wit: "The Utility" is the governing board or owner of a provider of wastewater treatment known as EAGLE PASS WATER & WASTEWATER SYSTEM.			
"The Subdivider is, who is the owner, of a tract of land in Maverick County, Texas, that has been	•		
proposed to be divided into a subdivision ("the Subdivision") known as			
Replat of Lot 2, Fort Duncan West Subdivision	.•		
TERMS: This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development's Board Economically Distressed Areas Program "Model Subdivision Rules". The Subdivider has prepared a plat of the Subdivision for submission to Maverick County and the City of Eagle Pass for their respective approval.			
The Subdivider plans to construct for the Subdivision a wastewater collection system be connected to the Utility's wastewater treatment system. Such wastewater will consof domestic sewage, i.e., waterborne human waste and waste from domestic activit such as bathing, washing, and food preparation. The Utility has reviewed the plans this subdivision ("the Plans") and has estimated the wastewater flow projected by Subdivision under fully built-out conditions ("the projected wastewater flow") to approximately gallons daily.	sist ies for the		
The Utility warrants that necessary arrangements have been made to supply anticipated water flow for at least thirty years (30). The Utility covenants that it has will have the capacity to provide the anticipated water flow, and that it will provide t water flow. The covenants will be in effect until thirty years (30) after the plat of Subdivision has been recorded and the Subdivision's water distribution has be connected to the Utility's water supply system.	or hat the		

CITY OF EAGLE PASS WATER WORKS SYSTEM • P.O. BOX 808 • EAGLE PASS, TEXAS 78853-0808 • (830) 773-2351

The Subdivider covenants that the wastewater collection system be constructed as shown in the Plans and as provided for through the plat approval process so that the residents of the lots of the Subdivision may receive wastewater treatment service from the Utility. Upon completion of the wastewater collection system and upon its approval and acceptance by the Utility, the Subdivider will convey all right and title to the wastewater collection system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by Maverick County and the City of Eagle Pass.

By affixing his or her signature to the Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This Agreement is effective on	•
The Utility	The Subdivider
Ву:	By:
Printed Name:	Printed Name: Claudia Palemos
Office or Position:	Office or Position:
Date:	Date: 1464 23 - 2023

Note: The above form of agreement may be used when required under Model Rule Sections 2.2 (a) (2) and 3.2 (c) (l), which appear respectively as Sections 4.2.2.A.2 and 4.3.4.C.1 in both Title A and Title B of the Maverick County Subdivision Rules, Revised July 1996.

#### Being 5.443 acres, Let 2 of the Fert Dancen West Schalvision as shown on the plat morohal in Emeripe 200, Solo A of the Marvoick County Plat Records, and being the same Let 2 described in conveyance document to Eagle Hospitality Grows, LLC concluded a Document Neubole 2018/215 of the Alvanick County, Plat Marvoick County, Plat Marvoick, Pla 2 OF FORT LOT **DUNCAN WEST** BEGINNING at a sized stall found (5.P.C. N:134424 48 R, E:1486199.72) in the novth line of Blins Street, at the nouther corner of a 1.662 serse used described in coas system document to The City of Engle Piess recorded in Document Number of the Marveth Country Official Public Records for the southeast corner of the hearth described trust: SUBDIVISION, THENCE \$ 86°10'38" W, 188,54 feet to a mag nail found for a southwest corner of the herein described tract; THENCE N 04°15'35" W, 144.58 feet to a steel stake found for a reentract corner of the herein described tract; THENCE: S 85°46'29" W. 310.12 feet to a steel stake found for a southwest corner of the herein described tract; REPLAT THENCE \$ 87'00'31" E, 220.66 feet to a steel stake found for an angle point on the north line of the herein described tract, THENCE IN 84°23'35° E, 254.01 feet to a steel stake found at the common north corner of Lots 1 and 2 for the northeast THENCE N 87°36'12" C. 69.49 feet to a steel nat! found for a southerst corner of the herein described tract; THENCE \$01°48'01° E, 128.54 feet to a steel nail found for an angle point in the east line of the herein described tract, THENCE S 16'40'13" F, 113.72 feet to the POINT OF BEGINNING containing 5.443 acres of land within the herein described tract surveyed by Dirksen Engineering on February 14, 2023. THE OWNERS OF THE LANS SHOWN ON THE BUILDINGSTER PLAY AND WYDES MALE IS SUBSCRIBED HERETON. WITH IN PROPERTY AND MEDICAL PROPERTY AND MEDICAL PLAY AND MEDICAL PLAY AND MEDICAL PLAY AND SEDECATES TO THE USE OF THE PURSUE FOREVER ALL STREETS, PARKS, DESCRIBEDTS AND PUBLIC FLACES THERROR SHOWN FOR THE PURSUES FOREVER ALL STREETS, PARKS, DESCRIBEDTS AND PUBLIC FLACES THERROR SHOWN FOR THE PURSUES FOREVER ALL STREETS, PARKS, DESCRIBEDTS AND CONSIDERATIONS THERROR DESCRIPTIONS THERROR PUBLIC FLACES THE PUBLIC PUBLIC FLACES THE PUBLIC COVERNMENT CODE 712,023 AND THAT: (4) THE WATER GUALITY AND SERVICE TO THE LOTS MEET, OR WILL MEET, THE STATE STANDARDS; (8) BANTIARY SEWES SERVICE TO THE LOTS MEET OR WILL MEET STATE STANDARDS; (6) ELECTRICE SERVICE PROVINED TO THE LOTS MEET, OR WILL MEET, THE STATE STANDARDS; (6) GAS SERVICE PROVINED TO THE LOTS MEET, OR WILL MEET, MIRRAM STANDARDS AND THE COMES THAT STATE THAT THE MATERIAL SHATE THAT THE MATERIAL SHATE THAT THE MATERIAL THAT THE AND COMMETTE. SCALE: 1" = 30" BY Crawford Rhodes ON BEHALF LEGEND BOUNDARY EASEMENT SET 1/2' STEEL STAKE FOUND MONUMENT SANTARY SEVIER SEVER MANDILE, CO PIAT 118E PLAT LIMES. DEED LINES EASEMENT FENCE GAS LINE THIS REPLAT OF FORT DUNCAN WEST SUBDIVISION, LOT 2 WAS PRESENTED TO THE PLANNING AND ZONING 20 BY THE PLANNING AND ZONING WATER LINE ⋈ 🗑 WATER VALVE/METER ELECTRIC TELEPHONE 919 i

911 ADDRESS FIRE HYDRANT LUMINAIRE

FIRM NAME & ADDRESS DIRKSEN ENGINEERING UVALDE EAGLE PASS
TSPE FIRM 41-9846, TSPLS FIRM 910193741
107 W. SOUTH STREET, UVALDE, TX 78801
PH. (830) 278-2100, FAX: (830) 278-2102
EMAL: KUNDINGSHESIGGIGAL NET
WESSITE: KWWDIGSHERIGNEETHING.COM

23-2860 PROJECT#

PROJECT NAME & ADDRESS

SHEET TITLE

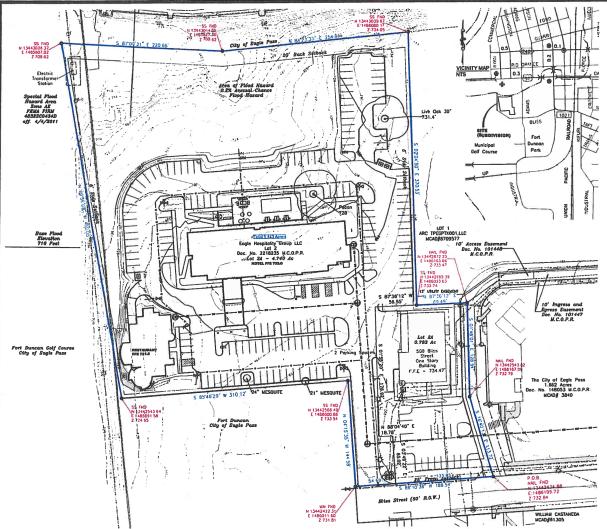
REPLAT OF FORT DUNCAN WEST

SUBDIVISION, LOT 2 Facia Pasa, TX

PLAT

SHEET C1

DES'D : KRD DRAWN : KRD APPVD : KRD DATE : 05-16-202



ENGINEER AND SURVEYOR CERTIFICATION

STATE OF TEXAS
COUNTY OF UNALDE
I CERRIFY THAT THE WATER AND WASTEWATER SERVICE
FACILITIES DESCRIBED IN THE FINAL ENGINEERING REPORT
ATTACHED HERETO ARE IN COMPLIANCE WITH THE MODEL
SUBDIVISION RULES ADDIVED UNDER § 18.35, TEXAS WATER

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, REBERY CERTEY THAT THIS PLAT WAS PREVABED FROM AN ACTUAL SURVEY CONDUCTED ON MAY 9, 2023 UNDER MY SUPERVISION ON THE GROUND AND THE MORUL

KENNETH R. DIRKSEN, P.E. 82628, R.P.L.S. 6260

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_DAY OF \_\_\_\_\_\_, OF \_\_\_\_\_\_ BY KENNETH R. DIRKSEN, P.E.

SIGNATURE NOTARY PUBLIC STATE OF TEXAS MY COMMISSION EXPIRES ON-

COUNTY CLERK'S RECORDING CERTIFICATE

\_ COUNTY CLERK OF MAYERICK COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT \_\_ \_\_\_OCLOCK\_M.ON\_\_ \_ AND WAS

RECORDED IN ENVELOPE \_\_\_\_ SIDE \_\_ IN THE MAP RECORDS OF MAYERICK COUNTY AT \_\_\_\_ O'CLOCK \_\_M.

MAYERICK COUNTY OF ERK

CITY MANAGER CERTIFICATION: WE THE UNDERSIGNED CERTIFY THAT REPLAT OF FORT DUNCAN WEST SUBDIVISION, LOT 2 WAS REVIEWED

NO	TES:				
1.	THERE ARE 2 LOTS	AVERAGE 2.722 /	ACRESALOT, 0 LIN	EAR FEET DEDICA	TED AS STREET.

THE LAD GROWN CHT THE STAT IS DETRIBED, WITHOUT THE CITY OF EAGLE PASS, TEXAS, COMENI IS NA SEPERAL RUSHESS BUSTROT.
THE SUBSMISCH SHOWN ON THIS RAT IS PARTILLLY COASTED IN SPECIAL FLOOD MARAD AREA (SPHAS) SUBSCITT TO REBURNING OF THE 1% ANNUAL CHAVER FLOOD, AS SHOWN ON FLOOD REMAINED BY THE TOWN OF THE 1% ANNUAL CHAVER FLOOD PLANS (PROCEDURE OF THE 1% AND CONSTRUCTION WITHIN A FLOOD PLAN WAL REQUIRE A TUDOO THE RESPECTANCE PARMAD AND EXCURPANCE FOR THE TOWN OF THE STATE OF THE CITY PARMAD SECRETARY PARMAD REQUIREMENTS OF EACH PASS COOL OF ORDINANCES SECTION OF THE CITY RESPECTION OF

NO	TES:
1	THERE ARE 2 LOTS, AVERAGE 2.722 ACRESALOT, 0 LINEAR FEET DEDICATED AS STREET.
	THE LAND SHOWN ON THIS PLAT IS ENTINEELY WITHIN THE CITY OF EAGLE PASS, TEXAS,

CITY MANAGER OF THE CITY OF FAGUE PASS GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_ DAY OF \_\_ PREPARED SIGNATURE NOTARY PUBLIC STATE OF TEXAS MY COMMISSION EXPIRES ON: \_\_ FOR FRONTERA CONSTRUCTION

THIS REPLAT OF FORT DUNCAN WEST SUBDIVISION, LOT 2 WAS PRESENTED TO THE CITY COUNCIL OF EAGLE

\_, 20\_\_\_, BY THE CITY COUNCIL OF THE CITY OF EAGLE

710 E GIBBS ST

**DEL RIO, TX 78840** 

REPLAT FORT DUNCAN WEST SUBDIVISION, LOT 2 EAGLE HOSPITALITY GROUP LLC

STATE OF TEXAS X COUNTY OF MAYERICK X

Eaglo Hospitality Group LLC SIGNATURE:\_\_\_

Crawford Rhodes

SIGNATURE NOTARY PUBLIC STATE OF TEXAS MY COMMISSION EXPIRES ON:

SIGNATURE NOTARY PUBLIC STATE OF TEXAS

SIGNATURE NOTARY PUBLIC STATE OF TEXAS ASSION EXPIRES ON:

CITY COUNCIL CERTIFICATION

PASS AND APPROVED ON \_

COMMISSION AND APPROVED ON ... COMMISSION OF THE CITY OF EAGLE PASS, TEXAS.

STATE OF TEXAS
COUNTY OF MAYERICK
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_

alty Group, LLC.

SIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_ DAY OF \_\_\_

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_ DAY OF \_\_

AND APPROVED BY THE CITY MANAGER OF THE CITY OF EAGLE PASS ON \_\_\_\_

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION



#### AGREEMENT REGARDING WATER SERVICE FOR THE PROPOSED

11024			
	L.J. SANCHEZ SUBDIVISION	SUBDIV	/ISION
28	This Agreement is by and between s the governing board or owner of a R & WASTEWATER SYSTEM.	· ·	-
"The Subdivid			who is the owner, or  Texas, that has been
proposed to be	divided into a subdivision ("the SulsanCHEZ SUBDIVISION		·
Texas Water Subdivision	nis Agreement is entered into in portion Development's Board Economic Rules". The Subdivider has a Maverick County and the City of	nically Distressed Ar prepared a plat of	reas Program "Model the Subdivision for
system to be plans for thi anticipated to	der plans to construct for the connected to the Utility's water s is subdivision ("the Plans") and the obe needed by the Subdivision ter flow") to be approximately gallons daily.	supply system. The U d has estimated the	ftility has reviewed the drinking water flow
anticipated w will have the water flow. Subdivision	warrants that necessary arrange vater flow for at least thirty years capacity to provide the anticipa. The covenants will be in effect has been recorded and the Sthe Utility's water supply system	s (30). The Utility co ted water flow, and the until thirty years (30 ubdivision's water	ovenants that it has or hat it will provide that 0) after the plat of the

The Subdivider covenants that the water distribution system be constructed as shown in the Plans and as provided for through the plat approval process so that the residents of the lots of the Subdivision may receive drinking water service from the Utility. Upon completion of the water distribution system and upon its approval and acceptance by the Utility, the Subdivider will convey to the Utility all right and title to the water distribution system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by Maverick County and the City of Eagle Pass.

By affixing his or her signature to the Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This Agreement is effective on	·
The Utility	The Subdivider
Ву:	Ву:
Printed Name:	Printed Name: Aaron Libson
Office or Position:	Office or Position:General Manager (TEC Services)
Date:	Date:6/05/2023

Note: The above form of agreement may be used when required under Model Rule Sections 2.2 (a) (2) and 3.2 (c) (I), which appear respectively as Sections 4.2.2.A.2 and 4.3.4.C.1 in both Title A and Title B of the Maverick County Subdivision Rules, Revised July 1996.

#### PLAT ESTABLISHING LOT 1 L.J. SANCHEZ SUBDIVISION

BEING A 1.0 ACRE TRACT OF LAND CONVEYED TO LAZARD JESUS SANCHEZ AND VERONICA VELEZ SANCHEZ RECORDED IN DOCUMENT JUTIO295, DEED RECORDS, MAYERICK COUNTY, TEXAS, AND BEING MORP PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING AT A ½" IRON ROD FOUND AT THE NORTHEAST CORNER OF A 1203 SQUARE FOOT TRACT OF LAND CONVEYED TO VAL REALITY INVESTMENTS LIC RECORDED IN DOCUMENT, 2220299, DEED RECORDS, MAYERICK COUNTY, TEXAS, AT THE WESTERLY RICH! OF WAY LINE OF U.S. HIGHMAY 57 FOR THE MOST SOUTHERLY CORNER HEREOT.

NEMCE, WITH THE NORTHERLY LINE OF SAID VAL TRACT, NORTH 76 DEGREES 25 MINUTES OF SECONDS WEST, PASSING THE MORTHMEST CONKIER OF SAID VAL TRACT, IN ALL A TOTAL DESTINACE OF 208,71 FEET, TO A 3"- RION ROO SET AT AN INTERFOR CORNER OF A 4.31 ACRE REACT OF LAND CONVEYED TO THE LIGOCY AND SHORM ADDRESS RECORDED IN VIOLEN E1082, PAGE 4, ACRE RECORDED IN VIOLEN E1082, PAGE 4, ACRE RECORD, MANUFACTION COUNTY, TRACE AT OF THE MOST WESTELLY CORNER HEREOF;

THENCE, WITH SAID SOUTHERLY LINE OF CHARLIE NICHOLAS TRACT, SOUTH 78 DEGREES 25 MINUTES OF SECONDS EAST, 208.71 FEET, TO A \$7 "RON ROD SET AT THE WESTERLY RIGHT OF MAY LINE OF U.S. HIGHWAY 55 FOR THE MOST EASTERLY CORNER HEREOF;

THENCE, WITH THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 57, SOUTH 12 DEGREES 31 MINUTES 57 SECONDS WEST, 208.71 FEET, TO THE POUT OF BEGINNING AND CONTAINING 1.0 ACRES OF LAND, MORE OR LESS.

L JULIN JAMER BUZ, A REGISTRED PREFESSONAL LUNG SURVEYOR IN DE SIAT OF DASK, HERBY CENTRY THAN THE RAT HAD SESCRIPTION TO THE REGISTRED FOR THE RESIDENCE OF THE RESIDENCE CONDUCTED ON FEBRUARY 8, 2023 LUNER MY SUPPRISON ON THE GROUND AND THE MODILIENTS SHOWN ARE WITHIN THE POSITIONAL TOLERANCE REGUMED BY 22 TO SEC 68.13.

JULIAN JAMER RUIZ REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS NO. 5304



THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ DF JULIAN JAVIER RUIZ, R.P.L.S.

SIGNATURE NOTARY PURIC STATE OF TEXAS

MY COMMISSION EXPIRES: \_\_\_

STATE OF TEXAS )(
COUNTY OF MAVERICK )(

L AARON J UBSON, A REGISTERD PROFESSIONAL DIGNEER IN THE STATE OF TEXAS (NO. 147902). HEREBY CERTIFY THAT THE WATER AND WASTEWATER FAULURES FOR THIS SUBDIVISION WERE DESIGNED IN ACCURANACE WITH THE REQUIREMENTS OF THE CITY OF FACE PASS, AND SAWRY UNITED SCHEATED AND MAINTAINED BY THE CITY OF FACE PASS, TEXAS, ALL AS SHOWN ON THE DRAWNIGS PRESONED TO, AND PROVIDE BY, THE CITY OF FACE PASS, TEXAS, THIS WATER TOOLS PASS TOOLS AND SAWRY UNITED TO THE ADDRESS TOOLS AND SAWRY UNITED TO THE CITY OF THE PASS TO THE ATTEST WATER TOOL PASS TOOLS AND SAWRY UNITED TO THE OWNER PASS TO IN SAY OF THE TEXAS WATER COOK INC.

AARON J. LIBSON, P.E. REGISTERED PROFESSIONAL ENGINEER 147902



THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE HE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_\_ BY AARON J. LIBSON, P.E.

SIGNATURE NOTARY PUBLIC STATE OF TEXAS

STATE OF TEXAS )(
COUNTY OF MAVERICK )(

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

THE OWNERS OF THE LAND SHOWN ON THIS SUBDIVISION PLLY AND WHOSE HAVE IS SUBSCINED MEDIES AND IN PERSON ON THROUGH A DLY AUTHORIZED AGENT OF THE PUBLIC FORCE ALL AUTHORIZED AGENT AND THE PUBLIC FORCE ALL AUTHORIZED, AUTHORIZED PLACES THEREON SHOWN FOR THE PUBLIC PLACES THE CONNECT CHARLES AND THE PUBLIC PLACES THE CONNECT CHARLES AND THE THE PLAT COMPLIES WITH THE REQUIREMENTS OF TELAS LOCAL CONFERENCE THE 222-224 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

(MINIMUM STATE STANDARDS.

(MINIMUM STATE STANDARDS.

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STANDARDS.

(D) CAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STANDARDS.

THE OWNERS ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

L.1 SANCHEZ SUBDIVISION
SIGNATURE:
NAME: LAZARO JESUS SANCHEZ
SIGNATURE:
NAME: VERONICA VELEZ SANCHEZ
STATE OF TEXAS COUNTY OF MAYERICK
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

BY LAZARO JESUS SANCHEZ AND VERONICA VELEZ SANCHEZ

SIGNATURE NOTARY PUBLIC STATE OF TEXAS MY COMMISSION EXPIRES:

CITY OF EAGLE PASS CERTIFICATE OF PLAT APPROVAL

WE, THE UNDERSIGNED, CERTIFY THAT L.J. SANCHEZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF EAGLE PASS ON

MAYOR OF THE CITY OF	EAGLE PASS	DATE	
GIVEN UNDER MY HAND	AND SEAL OF	OFFICE THIS DAY OF	202

WE, THE UNDERSIGNED, CERTIFY THAT L.J. SANCHEZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF EAGLE PASS ON

CHAIRMAN-CITY OF EAGLE PASS PLANNING AND ZONING COMMISSION	DATE	
GIVEN UNDER MY HAND AND SEAL OF OFF	CE THIS DAY OF	202

SIGNATURE NOTARY PUBLIC STATE OF TEXAS

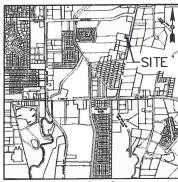
WE, THE UNDERSIGNED, CERTIFY THAT L.J. SANCHEZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY MANAGER OF THE CITY OF EAGLE PASS ON

Y MANAGER	OF THE C	ITY OF EAGLE	PASS	DATE				
VEN UNDER L	AY HAND A	AND SEAL OF	OFFICE TH	IS DAY (	УF	202_		

SIGNATURE NOTARY PUBLIC STATE OF TEXAS

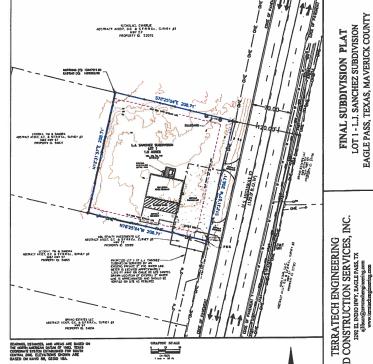
MAVERICK COUNTY CLERK

ā



VICINITY MAP

	LEGEND						
	SET 1/2" IRON ROD (I R.)						
۰	FOUND 1/2" IRON ROD (LR.)						
•	NEW PROPERTY CORNER						
	EXISTING LUMBIANE						
,	EXISTING POWER POLE						
901	EXISTING SEWER WANNIOLE						
	EXISTING FIRE HYDRANT						
	EXISTING ELECTRIC METER						
	EXISTING ASPHALT PAVENERS						
-00	EXISTING FIRE DEPARTMENT CONNECTION						
	PLAT BOUNDARY						
	PROPERTY LINE						
	SETBACK LIME						
	EASCHDIT LINE						
	EXISTING WATER MAIN						
	EXISTING SEWER WAIN						
OKE	EXISTING OVERHEAD ELECTRIC LINE						
	EXISTING ATAIT MAIN						
	EXISTING TELECOMMUNICATION WAIN						
ucc	EXISTING UNDER GROUND ELECTRIC						
5900	DOSTING SPECTRUM LINE						
	CHUN LINE FOICE						



NOTES: THE TOTAL AREA OF THIS SUBDIVISION PLAT IS 1.0 ACRES AND CONTAINS ONE (1) COMMERCIAL LOT.

PLAT SUBDIVISION LOT INFORMATION

LOT | AREA | 911 ADDRESS | 1.0 ACRES | 35.99 US HWY 57

3529 US HWY 57

THE AREA OF THIS SUBDIVISION PLAT LIES INSIDE THE CITY LIMITS OF EAGLE PASS, TX.

3. SET & IR. AT ALL CORNERS EXCEPT INDICATED.

THE ZONING FOR THIS PLAT WILL REMAIN AS B-1: NEIGHBORHOOD BUSINESS DISTRICT.

AS PER 8-1 ZONING DISTRICT, LOT 1 OF THIS SUBDIVISION PLAT IS SUBJECT TO A THENTY (20) FOOT WISE FRONT VARD STERACK AND A TEN (10) FOOT WISE SUF FRONT VARD STERACK AND A TEN (10) FOOT WISE SUF FRONT THE SUBJECT FRONT VARD STERACK AND A TEN (10) FRONT WISE SUBJECT FRONT THE SUBJECT

NO PORTION OF THE SUBDIVISION SHOWN ON THIS PLAT IS WITHIN SPECIAL FLOOD HAZARD AREAS THAT ARE SUBJECT TO INJUNDATION BY THE 1% ANNUAL CHANCE FLOOD, AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 48323C04550, DATED APRIL 4, 2011 FOR MAYERICK COUNTY, TEXAS AND DICORPORATIO AREAS.

ALL LOTS WITHIN THIS SUBDIVISION SHALL BE CONVEYED LEGAL ACCESS TO ALL EASEMENTS, RIGHT-OF-WAYS, AND ANY PUBLIC DETENTION FACILITIES.

ALL EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND ANY OTHER OBSTRUCTIONS

IF REQUIRED, A T-DOT DRIVEWAY PERMIT WILL BE SECURED PRIDR TO DEVELOPMENT OF THE LOT. SINCE HIS PARTICULAR LOT IS AUREAN DEVELOPED WITH BUILDING IMPROVEMENTS AND EXISTING DRIVEWAY ACCESS OFF U.S. HAY 57, PLEASE VERY WITH CITY OF FALLE PASS PLANEING DEPARTMENT IF A T-DOT DRIVEWAY PERMIT AND NEW DRIVEWAY IS REQUIRED, GIVEN THE EXISTING MEMORYCHAETHS.

VERIFY ALL UNDERGROUND UTILITY SERVICE LINES AS REQUIRED, PRIOR TO ANY EXCAVATION.

THE SUBSEQUENT DEVELOPMENT OF ALL LOTS SHOWN WITHIN THIS SUBSINISON PLAT SHALL COMPLY WITH THE CITY OF EACE, PASS CODE OF ORDMANCES PERTAINING TO THE PROSISIONS OF CHAPTER 23, ARTICLES IV, VAND W, GOVERNING SUBBINISON DESIGN AND CONSTRUCTION STANDARDS, CHAPTER 27 GOVERNING WATER SERVICES, SEWER SERVICES, AND SURFACE WATER MANAGEMENT, AND CHAPTER 13 GOVERNING WATER PROTECTION.

AND

FINAL SUBDIVISION PLAT LOT 1 - L.J. SANCHEZ SUBDIVISION EAGLE PASS, TEXAS, MAVERICK COUNTY

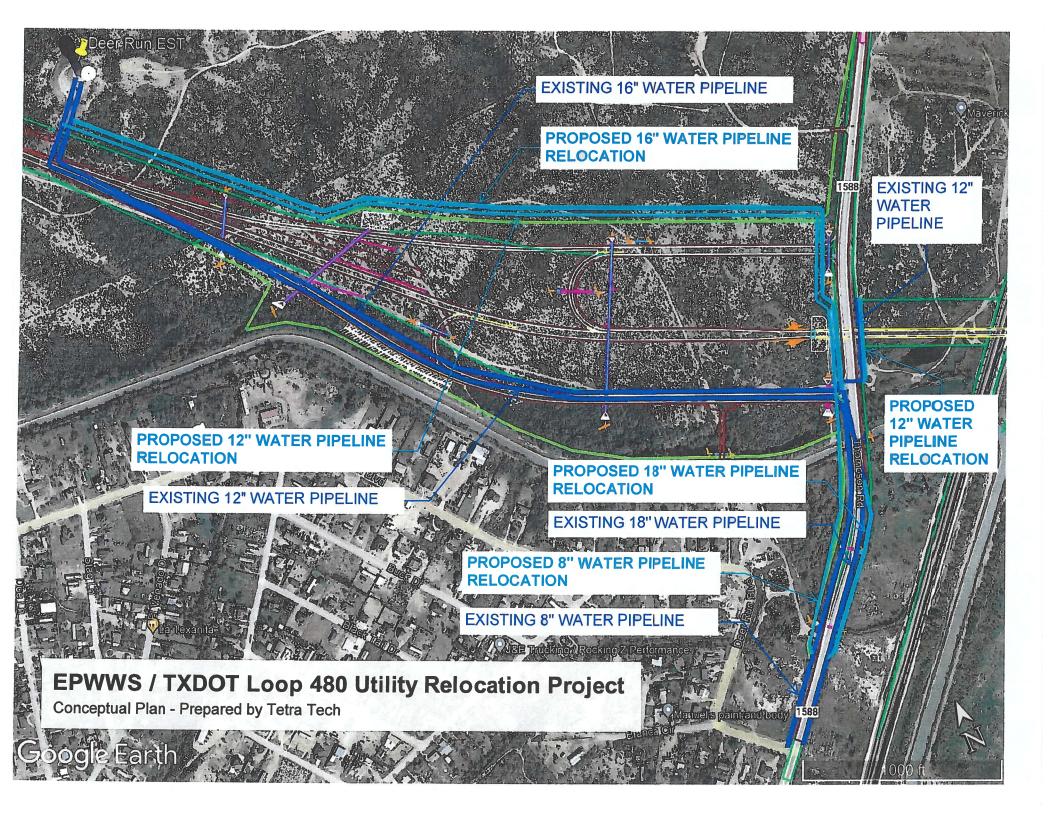
INC.

PROPERTY OWNER: LAZARO JESUS SANCHEZ VERONICA VELEZ SANCHEZ EAGLE PASS, TX 78852

JOB: 0159-22 SHEET 1 OF 1 DESIGNED: AJL DRAWN: GGZA CHECKED: AJL

SCALE: 1" = 50' MAY 31, 2023

Prepared by: Tetra Tech							
Date: 6/8/2023						+	
Conceptual Cost Estimate						I III	
conceptual cost Estimate	Estimated	17 19 1		10.100	Total Material Cost Including		
	<u>Estimated</u> Quantity	Unit	U	nit Cost	Total Material Cost Including Install and OH&P		Total
US 57 and Loop 480	4						
12" PVC Relocation US 57 and Loop 480	1,100	LF	\$	289	\$ 317,460	\$	320,000
12" Casing Under 480	175	LF	\$	1,000	\$ 175,000	\$	180,000
FM 1588 (Thompson Road) and Loop 480						$\top$	
STA 72+00 to STA 55+00						T	
8" PVC	1,100	LF	\$	238	\$ 261,25	\$	270,000
18" PVC	200	LF	\$	600	\$ 119,99	3 \$	120,000
STA 79+00 to STA 72+00							
12" PVC	300	LF	\$	289	\$ 86,58	) \$	90,000
12" Casing Under 480	300	LF	\$	1,000	\$ 300,00	\$	300,000
2" PVC Pipe	30	LF	\$	25	\$ 75	\$	10,000
2" Water Meter	1	LS	\$	2,000	\$ 2,00	\$	2,000
Loop 480 Portion Between FM 1588 (Thompson I	Road) and Deer	Run 1	Γank			$\top$	
12" PVC	4,500	LF	\$	301	\$ 1,352,81	3 \$	1,360,000
18" PVC	4,400	LF	\$	600	\$ 2,639,83	5 \$	2,640,000
12" Casing under 480	300	LF	\$	1,000	\$ 300,00	) \$	300,000
					Subtot	al \$	5,600,000
Design, Investigation, Easements, & Reimbursem	ent						
Design Engineering	1	LS	\$	560,000	\$ 560,00	0 \$	560,000
Construction Engineering	1	LS	\$	280,000	\$ 280,00	0 \$	280,000
Survey	1	LS	\$	100,000	\$ 100,00	0 \$	100,000
SUE	1	LS	\$	50,000	\$ 50,00	0 \$	50,000
Geotech	1	LS	\$	30,000	\$ 30,00	0 \$	30,000
Existing Title/Easement Research	1	LŞ	\$	30,000	\$ 30,00		30,000
New Easements	1	LS	\$	100,000	\$ 100,00	0 \$	100,000
Easement Agreements	1	LS	\$	20,000	\$ 20,00	0 \$	20,000
TXDOT Reimbursement Documentation	1	LS	\$	100,000	\$ 100,00	_	100,000
Subtotal		$\vdash$				\$	1,270,000
		†				Ť	
			$\vdash$		Subto	al \$	6,870,000
		1	+		Jubio	-	2,0,0,000
Mobilization/Demobilization (Perc	ent of Subtotal	1	+		8%	\$	549,600.00
Bonds and Insurance			+		3%	\$	206,100.0
Sonds and modrance	Contingency	-	+		30%	\$	2,061,000.00
	Contingency	7	+		3070	+	2,001,000.00
		+-	+-		Total Cost	\$	9,690,000



Mr. Marco Salinas Page 2 May 25, 2023

Also, if you believe the violations documented in this notice has/have been cited in error, and you have additional information that we are unaware of, you may request a meeting to discuss this enforcement matter. To request a meeting, send a letter describing the additional information to the address shown below.

Manager, Water Section
Enforcement Division, MC 219
Re: Enforcement Meeting Request
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

If you or members of your staff have any questions, please feel free to contact Ms. Hull in the Laredo Region Office at (956) 791-6611.

Sincerely,

Arnaldo Lanese

Arnaldo Lanese Section Manager Laredo Region Office

AL/eh

Cc:

Mr. Jorge Barrera, General Manager The Honorable Rolando Salinas, Mayor

**Enclosure: Summary of Investigation Findings** 

### **Summary of Investigation Findings**

CITY OF EAGLE PASS SWTP

Investigation # 1886829

**859 JEFFERSON ST** 

Investigation Date: 03/21/2023

**EAGLE PASS, MAVERICK COUNTY, TX 78852** 

Additional ID(s): 1620001

## OUTSTANDING ALLEGED VIOLATION(S) ASSOCIATED TO A NOTICE OF ENFORCEMENT

Track No: 820821 Compliance Due Date: 11/25/2022

30 TAC Chapter 290.46(s)(2)(B)(i)

#### **Alleged Violation:**

Investigation: 1834750

Comment Date: 08/10/2022

Failure to re-standardize the secondary standards for the turbidimeter. Specifically, the secondary standards for the turbidimeter were not being re-standardize after the benchtop turbidimeter was

calibrated every 90 days. Investigation: 1847258

Comment Date: 10/11/2022

Failure to re-standardize the secondary standards for the turbidimeter. Specifically, the secondary standards for the turbidimeter were not being re-standardize after the benchtop turbidimeter was calibrated every 90 days. Specifically, an email explaining the facilities re-standardizing process for the secondary standards for the turbidimeter along with the most recent re-standardization was provided. However, this document lists standards of 0.1 and 20 NTU used but the daily log that was also provided lists 10, 20, and 600 NTU standards that are used for calibration.

Investigation: 1886829 Comment Date: 05/24/2023

Failure to re-standardize the turbidity secondary standards.

No documentation has been received to resolve this violation. This violation is being referred to our Enforcement Division for further action.

**Recommended Corrective Action:** The facility must re-standardize the secondary standards for the turbidimeter after calibration every 90 days. Records demonstrating this is being completed must be submitted. Additional documentation may be required by the Enforcement Division.

Track No: 820877 Compliance Due Date: 12/30/2022

30 TAC Chapter 290.39(j)(4)

#### **Alleged Violation:**

Investigation: 1834750 Comment Date: 08/19/2022

Failure to notify the executive director (ED) in writing of proposed replacement or change of membrane modules. Upon the request of the ED, the system shall submit plans and specifications for approval. Specifically, the facility replaced the nine Pentair X-flow membrane modules with nine BASF Inge Dizzer membrane modules without TCEQ approval. A letter from the TCEQ dated April 1, 2022 stated that TCEQ approval had not been obtained to proceed with the membrane replacement.

Investigation: 1847258 Comment Date: 10/04/2022

Failure to notify the executive director (ED) in writing of proposed replacement or change of membrane modules. Upon the request of the ED, the system shall submit plans and specifications for approval. Specifically, the facility replaced the nine Pentair X-flow membrane modules with nine BASF Inge Dizzer membrane modules without TCEQ approval. A letter from the TCEQ dated April 1, 2022 stated that TCEQ approval had not been obtained to proceed with the membrane replacement.

No information has been submitted for this violation.

Investigation: 1886829 Comment Date: 05/24/2023

Failure to notify the Executive Director of the changes at the membrane plant.

No documentation has been received to resolve this violation. This violation is being referred to our Enforcement Division for further action.

**Recommended Corrective Action:** The facility must submit plans and specifications for the nine BASF Inge Dizzer membrane modules to the TCEQ Water Supply Division for review and approval. The facility must notify the Laredo Region Office once the plans and specifications have been submitted and once approval has been given by the TCEQ Water Supply Division. Additional documentation may be required by the Enforcement Division.

Track No: 823342 Compliance Due Date: 12/30/2022

30 TAC Chapter 290.46(f)(2)

#### **Alleged Violation:**

Investigation: 1834750 Comment Date: 08/29/2022

Failure to provide records upon request. Specifically, requests for the pumping and storage facilities and number of connections for each pressure plane were made. The facility is pending submittal of this information. This was noted as an additional issue during the previous comprehensive compliance investigation.

Investigation: 1847258 Comment Date: 10/04/2022

Failure to provide records upon request. Specifically, requests for the pumping and storage facilities and number of connections for each pressure plane were made. The facility is pending submittal of this information. This was noted as an additional issue during the previous comprehensive compliance investigation.

No information has been submitted for this violation.

Investigation: 1886829 Comment Date: 05/24/2023

Failure to provide records upon request regarding the water system facilities and connections in each pressure plane.

Specifically, no documentation has been received to resolve this violation. This violation is being referred to our Enforcement Division for further action.

**Recommended Corrective Action:** The pumping and storage facilities and number of connections for each pressure plane must be submitted for review. Additional documentation may be required by the Enforcement Division.

Track No: 823573 Compliance Due Date: 12/30/2022

30 TAC Chapter 290.45(b)(2)(B)

#### **Alleged Violation:**

Investigation: 1834750 Comment Date: 08/30/2022

Failure to provide a treatment plant capacity of 0.6 gpm per connection under normal rated design flow. Specifically, the system is required to provide a minimum 11,695 gpm (or 16.841 MGD) This was determined by multiplying 19,942 connections by 0.6 gpm to equal 11,695 gpm. The facility is currently providing 10,417 gpm (or 15 MGD).

Investigation: 1847258 Comment Date: 10/04/2022

Failure to provide a treatment plant capacity of 0.6 gpm per connection under normal rated design flow. Specifically, the system is required to provide a minimum 11,695 gpm (or 16.841 MGD) This was determined by multiplying 19,942 connections by 0.6 gpm to equal 11,695 gpm. The facility is currently providing 10,417 gpm (or 15 MGD).

No information has been submitted for this violation.

Investigation # 1886829

Investigation: 1886829 Comment Date: 05/24/2023

Failure to provide a treatment plant capacity of 0.6 gpm per connection.

Specifically, the system serves 19,492 connections and is required to provide a treatment plant capacity of 11,695 gpm (or 16.841 Million Gallons per Day (MGD)) and only 10,417 gpm (or 15 MGD) is provided. No documentation has been received to resolve this violation. This violation is being referred to our Enforcement Division for further action.

**Recommended Corrective Action:** The facility must provide a minimum treatment plant capacity of 0.6 gpm for each connection served by the system and documentation to verify compliance must be submitted. Additional documentation may be required by the Enforcement Division.

Track No: 823579 Compliance Due Date: 12/30/2022

30 TAC Chapter 290.44(d)(2)

#### Alleged Violation:

Investigation: 1834750 Comment Date: 08/30/2022

Failure to provide inline booster pumps taking suction from storage tanks. Specifically, during discussions with the facility on August 30, 2022, it was mentioned that the Ella Heights ground storage tank was offline, and the water was being bypassed through two booster pumps (rated 66 gpm each) that are taking suction from a distribution line instead of a storage tank. It was noted that the facility does not have approval to bypass the storage tank and take suction from the distribution line.

Investigation: 1847258 Comment Date: 10/04/2022

Failure to provide inline booster pumps taking suction from storage tanks. Specifically, during discussions with the facility on August 30, 2022, it was mentioned that the Ella Heights ground storage tank was offline, and the water was being bypassed through two booster pumps (rated 66 gpm each) that are taking suction from a distribution line instead of a storage tank. It was noted that the facility does not have approval to bypass the storage tank and take suction from the distribution line.

No information has been submitted regarding this violation.

Investigation: 1886829 Comment Date: 05/24/2023

Failure to provide inline booster pumps which take suction from a storage tank.

No documentation has been received to resolve this violation. This violation is being referred to our Enforcement Division for further action.

**Recommended Corrective Action:** The facility must obtain approval from the TCEQ Water Supply Division to bypass a storage tank and use the inline booster pumps to take suction from the distribution line. Additional documentation may be required by the Enforcement Division.

Track No: 844753 Compliance Due Date: To Be Determined

30 TAC Chapter 290.46(r)

#### **Alleged Violation:**

Investigation: 1886829 Comment Date: 05/24/2023

Failure to maintain a minimum pressure of 35 psi throughout the distribution system under normal operating conditions.

Specifically, during the investigation, the pressure recorded by the logger from March 21-28, 2023, ranged from 20.4 to 31.8 psi with an average of 24.4 psi.

**Recommended Corrective Action:** Maintain a minimum pressure of 35 psi throughout the distribution system under normal operating conditions and submit logger data to verify compliance. Additional documentation may be required by the Enforcement Division.

# City of Eagle Pass Water Works System Falcon International Bank

6/2/2023

Deposit/Pledge Securities/Market Value FDIC Insured			\$ \$	16,163,562.00 250,000.00	
Checking Accounts					\$ 16,413,562.00
Payroll Fund	Φ.				
System Fund	\$	1,787.14			
Deposit Refund	\$	3,118,746.42			
Remote Fees Fund	\$	69,170.48			
Reserve Bond Series 2016	\$	36,059.76			
Keserve bond Series 2016	\$	835,176.06			
			\$	4,060,939.86	
CD Accounts					
Acquisition Expansion SOS	\$	90 024 70			
Arbitrage Fund	\$	80,034.70			
Bond Reserve Fund		174,909.56			
Contingency Fund/ Ordinance	\$ \$	2,036,697.29			
Deposits Account		528,469.00			
Emergency Repair Repl CC	\$	1,253,684.47			
Membrane Filter	\$	675,198.47			
Meter Replacement	\$	513,195.82			
Outstanding Bond Payment	\$	728,044.88			
Sewer Plant Expansion	\$	1,286,751.53			
Termination Pay	\$	1,042,272.53			
Tx DOT	\$	275,414.57			
Union Pacific RR 2 MT	\$	87,117.99			
	\$	195,007.26			
Water Impact Fees	\$	576,896.16			
Water Rights	\$	713,670.80			
Total Pledged			\$	10,167,365.03	\$ 14,228,304,89

\$ 2,185,257.11

## Proposed EPWWS Policy Changes

### To all of our customers

Beginning August 1, 2023 Eagle Pass Water Works System (EPWWS) will be implementing several changes to our services.

Change 1, starting 8/1/2023: Reconnections for non-payments (disconnections) will only be done during business hours from 8 am to 4:30 pm and after-hours reconnections from 5:00 pm to 9 pm. Any reconnections needed to be done after 9 pm will have to be done until the next day.

Change 2, starting 10/1/2023: Regular reconnection fee from 8 am-4:30 pm will be \$30.00. Reconnection fee from 5 pm-9 pm will be \$60.00.

Change 3, starting 10/01/2023: On Thursdays of disconnections for non-payments, if payment has not been received by 8 am that morning the account will be closed in our system. Therefore, a reconnection fee will have to be paid to reopen service.