



The Board of Trustees of the City of Eagle Pass Water Works System will meet in a REGULAR SESSION on Thursday, February 16, 2023 at 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 January 18, 2023.
4. Discussion and possible action on approval of a 30-year water and sewer service availability agreements for re-plat of lot 139, Chula Vista Subdivision Unit II.
5. Discussion and possible action to determine if weather and Rio Grande River conditions warrant termination of Stage 1 Drought Contingency Plan.
6. Discussion and possible action to enter into Work Order no. 29 to Master Services agreement for engineering services between Eagle Pass Water Works and Tetra Tech Inc. for EPWWS Impact Fee and Capital Improvements Plan Update.
7. Discussion and possible action to enter into Work Order no. 30 to Master Services agreement for engineering services between Eagle Pass Water Works and Tetra Tech Inc. for EPWWS/TxDOT Loop 480 Utility Relocation Project-Preliminary Engineering Report.
8. Update on ongoing EPWWS projects.
9. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code-Consultation with the City of Eagle Pass Water Works System's attorneys regarding legal issues involving the request from Maverick County Pct. 1 Commissioner to donate and transfer a tract of land on Old Pioneer Road/Wipff Rd. described as Abstract A 1032, Bennett, Miles, Survey #74, Acres – 2.045 and owned by the City of Eagle Pass, Texas for the use and benefit of its City of Eagle Pass Water Works System or the City of Eagle Pass Water Works System to the County of Maverick, Texas; and deliberation regarding the value of a tract of land on Old Pioneer Road/Wipff Rd. described as Abstract A 1032, Bennett, Miles, Survey #74, Acres – 2.045 and owned by the City of Eagle Pass, Texas for the use and benefit of its City of Eagle Pass Water Works System or the City of Eagle Pass Water Works System.

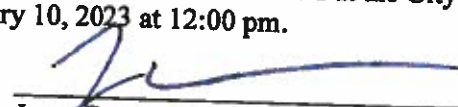
10. Executive Session pursuant to Section 551.071 of the Texas Government Code-Consultation with the City of Eagle Pass Water Works System's attorneys regarding notice under Texas Tort Claims Act from law firm representing Rodolfo Lara contemplating litigation.
11. Executive Session pursuant to Section 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.
12. General Manager's Update.
 - a. Update on 7th Annual Water and Wastewater Regional Conference.
 - b. Update on Legislative Days.
 - c. Update on new hires.
 - d. Update on purchase of new vehicles.
13. 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, February 10, 2023 at 12:00 pm.



Jorge Barrera, General Manager
Eagle 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, January 18, 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,

MEMBERS ABSENT: Mayor Rolando Salinas, Marco Salinas

OTHERS PRESENT: Jorge Barrera, Jorge Flores, Miguel Sanchez and Ruben Barrera (Go-to-Meeting)

- Citizens Communication-None.

-The minutes of the regular meeting held on December 14, 2022 were read and approved on a motion by Morris Libson, seconded by Diana Salinas.

The motion passed with the following vote:

AYE	Johnny Ruiz, Morris Libson and Diana Salinas
NAY	None
ABSTAIN	None

-In the matter of discussion and possible action to purchase a Crane Truck from Bill Jones Equipment Company Inc. through Buyboard, questions were answered by Administration.

General Manager explained to the Board that our current crane is very old and not rated for what it needs to be moving at the sewer plant like pumps and other equipment. A new crane is truly needed by the sewer plant. Three cranes were reviewed and compared at and the one needed and most economical was selected. The total price of crane is \$ 85,000.

Thereafter, Diana Salinas made a motion, seconded by Morris Libson to purchase a Crane Truck from Bill Jones Equipment Company Inc. through Buyboard at \$85,000.

The motion passed with the following vote:

AYE	Johnny Ruiz, Morris Libson and Diana Salinas
NAY	None
ABSTAIN	None

-In the matter of discussion and possible action on the sewer connection on 3285 Rosita Valley Road, General Manager explained the issue to the Board and all questions were answered.

General Manager explained to the Board that the owners at 3285 Rosita Valley Road wanted to reopen their water service. Our staff checked the area and realized property had never been connected to sewer service. Under City Ordinance, if a property is within 200 feet of sewer line, a sewer connection has to be made. The main sewer line is over 25 feet deep and the cost for the owners would be over \$25,000, very expensive for the mobile home owners. EPWWS recommends to the Board to grandfather this property since it had service already and discuss with City of Eagle Pass for a possible waiver, being that it's high in cost installing sewer and having water service before.

Thereafter, Diana Salinas made a motion, seconded by Morris Libson to grandfather the property due to previous services and to recommend to City Council to give a waiver due to cost, depth of line, and previously having service.

The motion passed with the following vote:

AYE	Johnny Ruiz, Morris Libson and Diana Salinas
NAY	None
ABSTAIN	None

-In the matter to update the Board on the ongoing and future EPWWS projects, Jorge Barrera gave a presentation to the Board on the status of the current projects and early planning on future projects.

-In the matter of presenting the 4th Quarter Investment Report, the report was presented to the Board with questions being answered by Administration.

-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 notice under Texas Tort Claims Act from law firm representing Rodolfo Lara contemplating litigation.

The Board went into Executive Session on 1-18-23 at 12:30 pm

The Board came out of Executive Session on 1-18-23 at 1:16 pm

No action was taken

-General Manager's Update.

- a. Board was updated on work being done for 7th Annual Water and Wastewater Regional Conference.
- b. Board was updated on upcoming meeting and trip for Legislative Days in Austin.
- c. Board was updated on Texas Water Conference coming up in April 12-14 in Houston.

-Meeting was adjourned by a motion by Morris Libson, seconded by Diana Salinas at 1:25 pm.

**Marco Salinas, Chairman
Eagle Pass Water Works System**

**Johnny Ruiz, Vice-Chairman
Eagle Pass Water Works 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

By: _____

Printed Name: _____

Office or Position: _____

Date: _____

The Subdivider

By: WZ

Printed Name: Hector Canales

Office or Position: Engineer

Date: 2/6/2023

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 139, Chula Vista Unit II **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 divided into a subdivision ("the Subdivision") known as

Replat of Lot 139, Chula Vista Subdivision Unit II

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 40 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

By: _____

Printed Name: _____

Office or Position: _____

Date: _____

The Subdivider

By: [Signature]

Printed Name: Hector Canales

Office or Position: Engineer

Date: 2/6/2013

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.1 in both Title A and Title B of the Maverick County Subdivision Rules, Revised July 1996.



LOCATION MAP
NOT TO SCALE

MOUNTAIN VIEW
ENGINEERING 7-15053

CHULA VISTA SUBDIVISION
MOUNTAIN VIEW ENGINEERING
15053 MOUNTAIN VIEW
DALLAS, TEXAS 75244

STATE OF TEXAS
COUNTY OF MAVERICK

CITY OF SABLE PEARL

CHULA VISTA UNIT 2
MOUNTAIN VIEW ENGINEERING

THE UNDERSIGNED CERTIFY THAT THIS RE-PLAT ESTABLISHING LOTS 139A & 139B, CHULA VISTA UNIT 2 SUBDIVISION, WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF SABLE PEARL AND APPROVED BY THE CITY CLERK OF THE CITY OF SABLE PEARL, TEXAS.

DATE OF CITY OF SABLE PEARL: _____ DAY OF _____ 2023

CITY CLERK: _____

DATE OF CITY OF SABLE PEARL: _____ DAY OF _____ 2023

CITY CLERK: _____

STATE OF TEXAS
COUNTY OF MAVERICK

CITY OF SABLE PEARL

CHULA VISTA UNIT 2
MOUNTAIN VIEW ENGINEERING

THE UNDERSIGNED CERTIFY THAT THIS RE-PLAT ESTABLISHING LOTS 139A & 139B, CHULA VISTA UNIT 2 SUBDIVISION, WAS REVIEWED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SABLE PEARL, TEXAS.

DATE OF PLANNING AND ZONING COMMISSION: _____ DAY OF _____ 2023

CITY CLERK: _____

DATE OF PLANNING AND ZONING COMMISSION: _____ DAY OF _____ 2023

CITY CLERK: _____

1. THIS SUBDIVISION IS LOCATED OUTSIDE THE CITY LIMITS OF SABLE PEARL, TEXAS BUT IS IN THE 1ST AND 2ND ZONING DISTRICTS.

2. THIS SUBDIVISION IS NOT LOCATED WITHIN THE FLOOD HAZARD ZONING DISTRICTS AS SHOWN ON THE FLOOD HAZARD ZONING MAP, EFFECTIVE DATE, 6/2011.

3. THE LOTS IN THIS SUBDIVISION ARE CURRENTLY SERVED BY A PUBLIC UTILITY SERVICE PROVIDER, AND SERVED BY SABLE PEARL WATER SERVICE.

4. THE LOTS IN THIS SUBDIVISION ARE CURRENTLY SERVED BY A PUBLIC UTILITY SERVICE PROVIDER, AND SERVED BY SABLE PEARL WATER SERVICE.

5. THE LOTS IN THIS SUBDIVISION ARE CURRENTLY SERVED BY A PUBLIC UTILITY SERVICE PROVIDER, AND SERVED BY SABLE PEARL WATER SERVICE.

6. THE LOTS IN THIS SUBDIVISION ARE CURRENTLY SERVED BY A PUBLIC UTILITY SERVICE PROVIDER, AND SERVED BY SABLE PEARL WATER SERVICE.

CITY OF SABLE PEARL
OFFICER OF PLAT APPROVAL

STATE OF TEXAS
COUNTY OF MAVERICK

CITY OF SABLE PEARL

CHULA VISTA UNIT 2
MOUNTAIN VIEW ENGINEERING

STATE OF TEXAS
COUNTY OF MAVERICK

CITY OF SABLE PEARL

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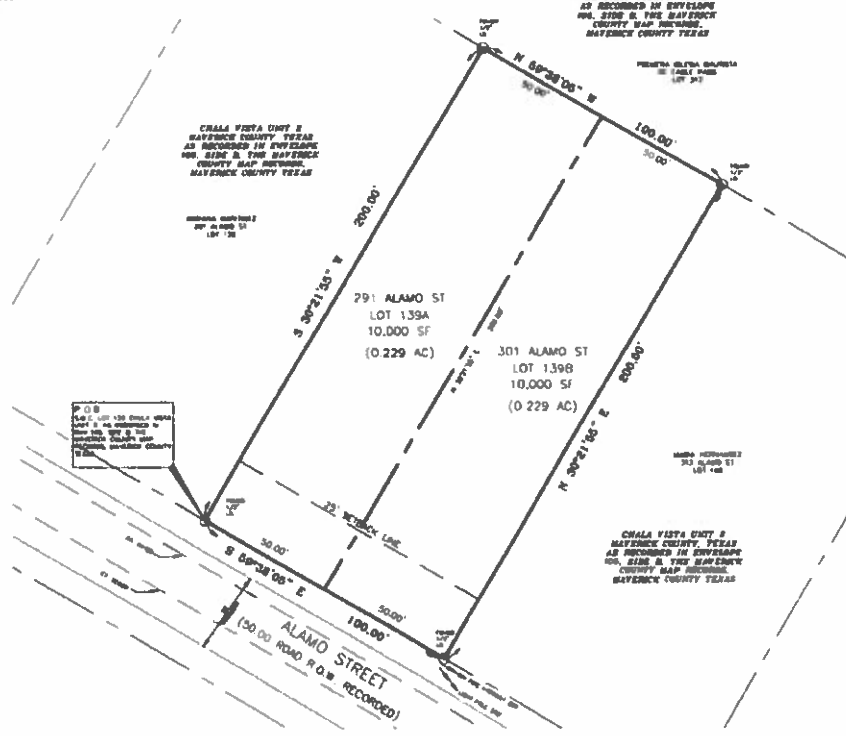
CHULA VISTA UNIT 2
MOUNTAIN VIEW ENGINEERING

STATE OF TEXAS
COUNTY OF MAVERICK

CHULA VISTA UNIT 2
MOUNTAIN VIEW ENGINEERING

CHULA VISTA UNIT 2
MAVERICK COUNTY, TEXAS
AS RECORDED IN ENVELOPE
NO. 106, SIDE B, THE MAVERICK
COUNTY MAP RECORDS,
MAVERICK COUNTY, TEXAS

CHULA VISTA UNIT 2
MAVERICK COUNTY, TEXAS
AS RECORDED IN ENVELOPE
NO. 106, SIDE B, THE MAVERICK
COUNTY MAP RECORDS,
MAVERICK COUNTY, TEXAS



STATE OF TEXAS
COUNTY OF MAVERICK

CHULA VISTA UNIT 2
MOUNTAIN VIEW ENGINEERING

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CHULA VISTA UNIT 2
MOUNTAIN VIEW ENGINEERING

RE-PLAT OF LOT 139 CHULA VISTA UNIT 2 SUBDIVISION

BEING LOT 139 CHULA VISTA UNIT 2 SUBDIVISION, MAVERICK COUNTY RECORDED IN ENVELOPE 106, SIDE B OF THE MAVERICK COUNTY MAP RECORDS, MAVERICK COUNTY TEXAS

JAN. 2023

**WORK ORDER NO. 29
TO
MASTER SERVICES AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
EAGLE PASS WATER WORKS SYSTEM, OWNER
AND
TETRA TECH, INC., ENGINEER
FOR
EPWWS IMPACT FEE / CIP UPDATE
February 10, 2023**

This Work Order Number 29 (“PROJECT”) is made and entered into as of the dates set forth beneath the signatures below, by and between EAGLE PASS WATER WORKS SYSTEM (“EPWWS”) and TETRA TECH, INC. (“ENGINEER”).

This project provides for engineering, survey, and consulting services for field surveys of the program area.

This Work Order is in accordance with the terms and conditions under the Master Services Agreement for Engineering Services dated March 1, 2013 and as amended on February 5, 2015.

I. SCOPE OF SERVICES

1. Project Definition

- A. **Impact Fee Support:** ENGINEER will provide support to the EPWWS for the Impact Fee and Capital Improvements Plan (CIP) Update. In addition, ENGINEER will provide support to the Impact Fee Advisory Committee (“IFAC”). This support includes collecting and providing necessary documentation as required for the preparation of impact fees and to support the IFAC in the execution of its duties under the impact fee program. ENGINEER will attend IFAC meetings, public hearings, and teleconferences as required. Specific information to provide includes portions of the Master Plan and Capital Improvement Plan and other information as specifically identified below.
- B. **Land Use Assumptions:** ENGINEER will update land use maps for review by the IFAC to allow the IFAC members to provide input on the development of the Land Use Assumptions used in the process. ENGINEER will prepare an existing land use map, a 10-year land use map and a 20-year land use map for initial review at a meeting of the IFAC. ENGINEER may also prepare an aerial photo type map showing other data as applicable such as parcel boundaries to help orient the IFAC members and to trigger discussion. ENGINEER will attend meeting with IFAC to discuss the land use assumptions and draft land use maps. ENGINEER will document comments from the members of the IFAC, ask questions of the IFAC members to clarify input and reach consensus on the land use projections. Using the input from the IFAC, ENGINEER will revise the land use maps to reflect the IFAC comments and present at a subsequent meeting of the IFAC for concurrence with the maps and associated land use assumptions.
- C. **Capital Improvements Plan:** ENGINEER has been engaged as part of a previously

issued task order to prepare a Water and Wastewater Master Plan that includes identification of Capital Improvements. The development of impact fees requires that a Capital Improvements Plan be developed for a 10-year period by a Professional Engineer. ENGINEER will use the capital improvements plan information created in the Master Plan Task Order to update the 10-year Capital Improvements Plan needed for development of Impact Fees. ENGINEER will supplement the data from the Master Plan with specific capacity information required for the 10-year impact fee analysis.

- D. **IFAC Meeting Support**: The IFAC will meet monthly during the impact fee development process until the Impact Fees are adopted by the City Council. 6 IFAC meetings are estimated. ENGINEER will attend these monthly meetings to provide technical and advisory support to the IFAC and to EPWWS staff. ENGINEER will provide technical data as indicated above for review by the IFAC. Additional technical information and presentations can be prepared for the IFAC for additional compensation.
- E. **City Council Meeting Support**: ENGINEER will prepare presentations for the public hearings at the City Council Meetings in conjunction with the Financial Consultant preparing the impact fee calculations. ENGINEER will attend the City Council Meeting to participate in the presentation and field questions for the Council Members and public.
- F. **IFAC Report to City Council**: ENGINEER will provide technical information and support to the financial consultant retained by EPWWS to calculate the impacts fees in the preparation of an official Report from the IFAC to the City Council recommending adoption of the Capital Improvements Plan and Impact Fees. ENGINEER will provide draft Ordinance language for EPWWS and City review.
- G. **City Council Adoption**: ENGINEER will attend the City Council meeting(s) at which Council will vote for or against adoption of the Capital Improvements Plan and Impact Fees to answer questions of the Council and/or public.
- H. **Semi-annual IFAC Status Meetings**: Chapter 395 of the Local Government Code requires that the IFAC meet twice a year to receive a status report on the Impact Fee program. ENGINEER will prepare a written status report and presentation for the IFAC and attend the IFAC meeting to make the presentation.

2. Deliverables

- A. **Impact Fee Support**: Deliverables will include all information necessary for the impact fee development process. Deliverables will be provided in electronic form (PDF) or paper hard copy as appropriate.
- B. **Land Use Assumptions**: One (1) large format paper copy of each draft Land Use Map and an Aerial photograph map for use by the IFAC. Electronic copies in PDF format can be provided as well. One (1) large format copy mounted on presentation board of each final Land Use Map for use at IFAC meetings, City Council meetings, and public hearings. An electronic copy of each in PDF format will be provided.
- C. **Capital Improvements Plan**: Ten (10) bound copies of the properly formatted report with tables of Capital Improvements and associated capacities as required for the calculation of impact fees and to meet the requirements of Chapter 395 of the Local Government Code. One electronic copy of the Capital Improvements

Plan will be provided in PDF format.

- D. IFAC Meeting Support: No specific deliverable will be provided except as indicated under other work items. Deliverables produced under this item will require additional compensation.
- E. City Council Meeting Support: PowerPoint slides for use in the presentation of the Capital Improvements Plan and Impact Fees to the City Council.
- F. IFAC Report to City Council: It is anticipated that the financial consultant will prepare the IFAC report to City Council. ENGINEER will provide electronic copies of tables and other information required by the financial consultant to prepare a complete report.
- G. City Council Adoption: ENGINEER will provide on electronic copy of a draft Impact Fee ordinance for review and final editing by EPWWS and the City.

II. OWNER RESPONSIBILITIES:

- A. EPWWS shall furnish to ENGINEER all available information pertinent to the Project including previous reports and any other data.
- B. EPWWS shall furnish and make available all provisions for the ENGINEER to enter upon public or private property as required for the ENGINEER to perform his Services under this Agreement.
- C. EPWWS shall designate a person to act as its representative in respect to the work to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret, and define Owner's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement.

COMPENSATION FOR PROFESSIONAL SERVICES

The fees for the above services shall be allocated on a lump sum basis according to the following. The method of payment will be monthly based on the percent completion of each milestone as shown below.

Total Fee **\$ 64,980.00**

III. SCHEDULE

Projected schedule of milestones are shown below. The schedules are dependent on multiple factors outside the control of the ENGINEER and/or EPWWS, and as such are subject to modification throughout the project. The intent of the contract is to complete the work in a timely manner, and the ENGINEER will consult with EPWWS whenever significant schedule issues are identified.

<u>Milestone</u>	<u>Date</u>
Approval of Land Use Assumptions & CIP	3 months from NTP
Approval of Impact Fees	5 months from NTP

All other terms, conditions, and provisions of the original Contract shall remain in full force and effect as of the date thereof.

This Work Order shall be binding upon and inure to the benefit of the EPWWS and ENGINEER and their respective assigns.

Owner: Eagle Pass Water Works System

Engineer: Tetra Tech, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Price Proposal

Revision Date:
Feb 10, 2023

EPWWS Impact Fee / CIP Update

EPWWS Impact Fee and Capital Improvement Plan Update
Submitted to: Eagle Pass Water Works (Attn: Jorge Barrera)

Contract Type: Fixed Fee

Labor Plan

6 Resource

Bill Rate	215.00	160.00	245.00	155.00	180.00	120.00
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Price Summary / Totals

Task Pricing Totals	64,980
Specify Add'l Fees on Setup	0
Technology Use Fee	
Total Price	64,980

Pricing by Resource

Project Phases / Tasks	Schedule			Work Days Off	Work Days	Total Labor Hrs	Project Engineer (Charan Tamuru)	Sr Project Manager (Jaime Nyporoc)	Sr Engineer (Don Berger)	CIC Manager (Brian Engle)	CIC Manager (Alicia Montano)	Project Administrator (Michelle Walsh)	Labor Rate Esc.	Labor	Subs	Travel	Mat'l's & Equip.	ODCs	Task Pricing Totals
	From	Thru	Months																
A. Project Management	03/01/23	10/30/23	7.8	18	156	16	0	4					0.00%	61,680	-	3,300	-	-	64,980
B. Impact Fee Support	03/01/23	10/30/23	7.8	18	156	16	8	4						3,240	-	550	-	-	3,790
C. Land use Assumptions	03/01/23	10/30/23	7.8	18	156	105	28	28		14	28	7		21,950	-	550	-	-	23,900
Update Existing Land Use Map	03/01/23	10/30/23	7.8	18	156	15	4	4		2	4	1		3,050	-	-	-	-	3,050
Update 10-Year Land Use Map	03/01/23	10/30/23	7.8	18	156	15	4	4		2	4	1		3,050	-	-	-	-	3,050
Update 20-Year Land Use Map	03/01/23	10/30/23	7.8	18	156	15	4	4		2	4	1		3,050	-	-	-	-	3,050
Update Existing Aerial / Parcel Map	03/01/23	10/30/23	7.8	18	156	15	4	4		2	4	1		3,050	-	-	-	-	3,050
Finalize Existing Land Use Map	03/01/23	10/30/23	7.8	18	156	15	4	4		2	4	1		3,050	-	-	-	-	3,050
Finalize 10-Year Land Use Map	03/01/23	10/30/23	7.8	18	156	15	4	4		2	4	1		3,050	-	550	-	-	3,600
Finalize 20-Year Land Use Map	03/01/23	10/30/23	7.8	18	156	15	4	4		2	4	1		3,050	-	-	-	-	3,050
D. Capital Improvements Plan	03/01/23	10/30/23	7.8	18	156	48	12	12	12	12	-	-		10,500	-	550	-	-	11,050
Existing Infrastructure Capacity Analysis	03/01/23	10/30/23	7.8	18	156	16	4	4	4	4				3,500	-	550	-	-	4,050
Develop Capital Improvements Projects	03/01/23	10/30/23	7.8	18	156	16	4	4	4	4				3,500	-	-	-	-	3,500
Tabulate CIP cost and capacity for IF calc	03/01/23	10/30/23	7.8	18	156	16	4	4	4	4				3,500	-	-	-	-	3,500
E. IFAC Meeting Support	03/01/23	10/30/23	7.8	18	156	44	12	24	-	-	-	8		9,780	-	550	-	-	10,330
Attend monthly IFAC Meetings (4)	03/01/23	10/30/23	7.8	18	156	28	8	16				4		6,360	-	550	-	-	6,910
Attend IFAC recommendations meetings (2)	03/01/23	10/30/23	7.8	18	156	16	4	8				4		3,420	-	-	-	-	3,420
F. City Council Meeting Support	03/01/23	10/30/23	7.8	18	156	20	8	8		2	-	2		4,350	-	550	-	-	4,900
Prepare presentation for City Council and Public Hearing	03/01/23	10/30/23	7.8	18	156	12	4	4		2		2		2,450	-	550	-	-	3,000
Attend City Council Workshop	03/01/23	10/30/23	7.8	18	156	4	2	2						950	-	-	-	-	950
Attend Public Hearing	03/01/23	10/30/23	7.8	18	156	4	2	2						950	-	-	-	-	950
G. IFAC Report to Council	03/01/23	10/30/23	7.8	18	156	30	10	6	6	4	-	4		6,280	-	-	-	-	6,280
Prepare Technical Report	03/01/23	10/30/23	7.8	18	156	24	8	4	4	4		4		4,840	-	-	-	-	4,840
Review Ordinance Language	03/01/23	10/30/23	7.8	18	156	6	2	2	2					1,440	-	-	-	-	1,440
H. City Council Adoption	03/01/23	10/30/23	7.8	18	156	14	4	4	2	2	-	2		2,980	-	550	-	-	3,490
Prepare Power Point Slides	03/01/23	10/30/23	7.8	18	156	12	4	2	2	2		2		2,420	-	-	-	-	2,420
Attend City Council Meeting for Adoption	03/01/23	10/30/23	7.8	18	156	2		2						520	-	550	-	-	1,070
Totals	03/01/23	10/30/23	7.8			293	90	90	20	34	28	31	0.00%	61,680	-	3,300	-	-	64,980

**WORK ORDER NO. 30
TO
MASTER SERVICES AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
EAGLE PASS WATER WORKS SYSTEM, OWNER
AND
TETRA TECH, INC., ENGINEER
FOR
EPWWS TXDOT UTILITY RELOCATION PROJECT
PRELIMINARY DESIGN PHASE
FEBRUARY 10, 2023**

This Work Order Number 30 (“PROJECT”) is made and entered into as of the dates set forth beneath the signatures below, by and between EAGLE PASS WATER WORKS SYSTEM (“EPWWS”) and TETRA TECH, INC. (“ENGINEER”).

This project provides for professional engineering services including TxDOT project management, review of preliminary TxDOT Loop 480 Design Documents and preliminary design services for the Project as defined in the scope of services.

This Work Order is in accordance with the terms and conditions under the Master Services Agreement for Engineering Services dated March 1, 2013 and as amended on February 5, 2015.

SCOPE OF SERVICES

This scope of services is divided into main tasks as follows:

- Management and Administration
- TxDOT and TxDOT Consultant Coordination
 - TxDOT Reimbursement Coordination
- Review of Preliminary TxDOT Loop 480 Design Documents
- Preliminary Engineering Design 30%
 - Identify Utility Conflicts
 - Develop Utility Conflict Resolution Alternatives
 - Identify Preferred Utility Relocation Alternatives
 - Develop Preliminary Cost Estimate

TASK 1 MANAGEMENT AND ADMINISTRATION

Subtask 1.01 Project Administration

- A. Project planning
- B. Invoicing and accounting
- C. Setting project milestones

D. Coordinating project schedules

Subtask 1.02 Project Coordination

- A. **Coordination Meetings:** Tetra Tech will conduct or attend as needed meetings with project stakeholders including TxDOT, TxDOT Engineers and EPWWS. Tetra Tech will prepare meeting notes unless another party is responsible for minutes. One meeting per month is anticipated for a total of six (6).
- B. **Conference Calls:** Tetra Tech will participate in conference calls to coordinate with the stakeholders, TxDOT, TxDOT Engineers and EPWWS, involved in the project. Conference calls are expected on a monthly basis (six total).
- C. **Correspondence:** Tetra Tech will provide and respond to correspondence between the stakeholders, TxDOT, TxDOT Engineers and EPWWS, as needed during the project. Correspondence may include letters, transmittals, drawings, forms, legal documents and other information exchanged during the course of the project. Tetra Tech will support EPWWS in handling the information flow between the stakeholders and other parties as needed throughout the progression of the project.

TASK 2 TXDOT AND TXDOT CONSULTANT COORDINATION

Subtask 2.01 TxDOT Coordination

Tetra Tech will coordinate with EPWWS to conduct or attend as needed meetings with TxDOT, TxDOT Engineers for project coordination. One meeting per month (six total) is anticipated along with a Design Conference.

Subtask 2.02 TxDOT Reimbursement to EPWWS

- A. **Reimbursement Coordination Calls:** Tetra Tech will coordinate with TxDOT and/or TxDOT Engineers for reimbursement administration.
- B. **Reimbursement Documentation:** Tetra Tech will prepare required documentation to comply with reimbursement requirements.

TASK 3 REVIEW TXDOT LOOP 480 DESIGN DOCUMENTS

Tetra Tech will review design documents provided by TxDOT in relation to EPWWS utilities.

TASK 4 PRELIMINARY DESIGN (30% CONCEPTUAL PLANS AND COST ESTIMATE)

Subtask 4.01 Identify Utility Conflicts

Tetra Tech will identify the Utility Conflicts associated with the TxDOT Loop 480 Phase I and II design.

Subtask 4.02 Develop Utility Conflict Resolution Alternatives

Tetra Tech will develop two (2) alternatives for each of the identified conflicts from Subtask 4.01. The Conflicts will be evaluated to identify alternatives that alleviate the conflict while still providing for the best operation of the EPWWS system(s).

Subtask 4.03 Develop Preliminary Cost Estimate

Tetra Tech will develop preliminary engineering estimated costs for the developed resolution alternatives. The Opinion of Probable Construction Cost (OPCC) will be based upon locally available cost information to provide a comparison of alternatives and for budgeting improvements. OPCCs prepared by the Engineer may not reflect actual construction costs due to industry variables outside the Engineer's knowledge and control.

Subtask 4.04 Identify Preferred Utility Relocation Alternatives

Tetra Tech will review the alternatives with EPWWS and TxDOT to identify the preferred alternative for each utility relocation.

Subtask 4.05 Conceptual Plans

Tetra Tech will prepare a conceptual utility adjustment plan providing for both horizontal and vertical adjustment as needed. The conceptual plans will be developed from the electronic design documents provided by TxDOT. The proposed TxDOT Loop 480 Plans will be captured in the background of the proposed EPWWS Utility Adjustment Conceptual Plans. The following utility conflicts have currently been identified:

- A. Utility Adjustment for the following EPWWS utilities in conflict with the TxDOT Loop 480 improvements:
 - (a) *Conflict 22 (Station 577+59): 12" Watermain – Relocate approx. 700 LF of watermain. Watermain crosses under proposed southbound lane (SBL) 480, northbound and southbound US 57 ramps. In conflict with retaining wall and storm sewer. Need size verification through up to two (2) SUEs.*
 - (b) *Conflict 23A (Station 738+95 – 748+79): 18" Transmission Main – Relocate approx. 1,000 LF of 18-inch watermain and valves. Watermain and valves in conflict with proposed SBL FM 1588 ramp and culvert.*
 - (c) *Conflict 23B (Station 748+79 - 779+95): 18" Transmission Main – Relocate approx. 3,200 LF of 18-inch watermain: Watermain in conflict with proposed SBL FM 1588*

- ramp and pavement, proposed culverts (x4) and ditch between SBL SL 480 & SBL FM 1588 ramp. Conflicts also with UAR crossing and encasement requirements.
- (d) Conflict 24A (Station 739+27 - 750+02): 12" Watermain – Relocate approx. 1,100 LF of 12-inch watermain and valves: Watermain in conflict with proposed SBL FM 1588 ramp and culvert.
- (e) Conflict 24B (Station 750+02 - 779+98): 12" Watermain – Relocate approx. 3,000 LF of 12-inch watermain: Watermain is in conflict with proposed SBL FM 1588 Ramp, Connector pavement, proposed culverts (x4) and ditch between SBL SL 480 & SBL FM 1588 ramp. Conflicts also with UAR Crossing and encasement requirements.
- (f) Conflict 25 (Station 779+91): 18" Transmission Main to Deer Run Tank – Relocate approx. 250 LF of 18-inch watermain across proposed SBL 480 connecting to Deer Run Tank: Watermain is in conflict with proposed SBL 480 pavement and ditches on the east and west side of the crossings. Conflicts also with UAR requirements. Need up to two (2) SUEs to determine depth and encasement information.
- (g) Conflict 26A (Station 55+30 - 68+33): 18" Transmission Main along West Side of FM 1588 – Relocate approx. 1,300 LF of 18-inch watermain: Watermain runs longitudinally along FM 1588 and is in conflict with ditches and culverts (x2).
- (h) Conflict 26B (Station 80+29 - 91+00): 18" Transmission Main under FM 1588 at Canal Crossing – Relocate approx. 1,100 LF of 18-inch watermain: Watermain runs longitudinally below proposed FM 1588 and is conflict with pavement and ditches. Need up to two (2) SUEs to determine size depth and location information.
- (i) Conflict 27A (Station 55+30 - 61+00): 8" Watermain – Relocate approx. 600 LF of 8-inch watermain: Watermain runs longitudinally along FM 1588. EPWWS to confirm location of watermain.
- (j) Conflict 27B (Station 61+00 - 72+69): 8" Watermain – Relocate approx. 1,200 LF of 8-inch watermain: Watermain runs longitudinally under prop FM 1588 and is in conflict with culverts (x2), pavement and large ditch.
- (k) Conflict 28A (Station 72+56 - 80+29): 8" (assumed) Watermain at SBL 480 Overpass – Relocate approx. 800 LF of 18" watermain: Watermain runs longitudinally below proposed FM 1588 and is conflict with pavement and SBL 480 overpass.
- (l) Conflict 28B (Station 68+33 - 72+56): 8" (assumed) Watermain – Relocate approx. 1,100 LF of watermain: Watermain runs longitudinally below proposed FM 1588 and is conflict with pavement and ditches. Need up to two (2) SUEs to determine size depth and location information.
- (m) Conflict 31 (Station 72+64 – 77+90): 12" PVC Watermain West Side to UPRR – Protect in place approx. 600 LF of 12-inch PVC watermain: Watermain runs longitudinally along FM 1588. Encased watermain crosses proposed SL 480 at Sta 738+08, the outside casing edge is 8' away from proposed bridge bents. Recommend up to two (2) SUEs to determine the location of the line to aid in conflict determination.
- (n) Conflict 32 (Station 72+64): 3" and 8" Watermain West Side to UPRR – Relocate approx. X LF of 3-inch and 8-inch watermain: 3-inch and 8-inch watermains tie into

the 12-inch watermain under proposed SBL FM 1588 ramp. The watermains and possible meters will need relocation.

- (o) Conflict 35 (Station 71+95 – 78+67): 2" Watermain - Relocate approx. 700 LF of 2-inch watermain: Watermain runs longitudinally along FM 1588 and crosses proposed SL 480 at Sta 73+13, approx. 5' away from proposed bridge bents. Recommend up to two (2) SUEs to determine the location of the line to aid in conflict determination.*

Subtask 4.06 Deliverable

Provide five (5) Preliminary Engineering Plans. Provide one electronic copy of the Preliminary Engineering Plan in PDF format.

EXCLUSIONS

- A. The following services are not included in the Scope of Services for the project and will be provided in a subsequent scope of services after the final utility conflicts are determined:
- Surveying – Anticipating EPWWS to engage in contractual arrangement for field staking by outside survey crew.
 - Subsurface Utility Exploration (SUE)
 - Property Acquisition
 - Final Design
 - Bidding Services
 - Construction Services

OWNER RESPONSIBILITIES

- A. EPWWS shall assist with TxDOT coordination for securing all necessary SBL 480 design plans in hardcopy, PDF and native CAD format.
- B. EPWWS shall furnish to ENGINEER all available information pertinent to the Project including previous reports and any other data relative to design and construction of the Project.
- C. EPWWS shall furnish and make available all provisions for the ENGINEER to enter upon public or private property as required for the ENGINEER to perform Services under this Agreement.
- D. EPWWS shall consult with the ENGINEER, examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, correspondence, and other documents presented by the ENGINEER, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- E. EPWWS shall designate a person to act as its representative in respect to the work to be performed under this Agreement, and such person shall have complete authority to transmit

instructions, receive information, interpret, and define EPWWS's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement.

- F. Any permit fees will be paid by EPWWS.

SCHEDULE:

Projected schedule of milestones are shown below. The schedules are dependent on multiple factors outside the control of the ENGINEER and/or EPWWS, and as such are subject to modification throughout the project. The intent of the contract is to complete the work in a timely manner, and the ENGINEER will consult with EPWWS whenever significant schedule issues are identified.

<u>Phase</u>	<u>Dates</u>
Management & Administration	March 1, 2023 – July 31, 2023
TxDOT & TxDOT Consultant Coordination	March 1, 2023 – July 31, 2023
Review TxDOT Loop 480 Design Documents	March 1, 2023 – July 31, 2023
Preliminary Design	March 1, 2023 – July 31, 2023

COMPENSATION FOR PROFESSIONAL SERVICES:

The fees for the above services shall be allocated on a lump sum basis according to the following phases. The method of payment will be monthly based on the percent completion of each phase:

<u>Phase</u>	<u>Amount</u>
Management & Administration	\$14,820
TxDOT & TxDOT Consultant Coordination	\$ 36,890
Review TxDOT Loop 480 Design Documents	\$ 16,150
Preliminary Design	\$ 103,840
TOTAL FEE	\$171,700

All other terms, conditions, and provisions of the original Contract shall remain in full force and effect as of the date thereof.

This Work Order shall be binding upon and inure to the benefit of the EPWWS and ENGINEER and their respective assigns.

Owner: Eagle Pass Water Works System

Engineer: Tetra Tech, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Price Proposal

Revision Date:
Feb 10, 2023

EPWWS TxDOT Loop 480 Utility Reloc - Prelim Eng

EPWWS TxDOT Loop 480 Utility Relocation - Preliminary Engineering Phase
Submitted to: Eagle Pass Water Works System (Attn: Jorge Barrera)

Contract Type: Fixed Fee

Labor Plan							
7 Resource							
Bill Rate	260.00	245.00	215.00	170.00	155.00	130.00	120.00
Proj Area							

Price Summary / Totals	
Task Pricing Totals	171,700
Specify Add'l Fees on Setup	0
Technology Use Fee	
Total Price	171,700

Project Phases / Tasks	Schedule			Work Days Off	Work Days	Total Labor Hrs	Program Manager (Jorge Barrera)	Senior Engineer 2 (Don Burger)	Project Manager (Charin Trueman)	Engineer 3 (Eduardo Arreola)	Project Engineer (Milton Trujillo)	Sr CAD Designer 1 (Michelle Pringle)	Project Administrator (Michelle Verdini)
	From	Thru	Months										
TASK 1 MANAGEMENT AND ADMINISTRATION						64							
1.01 Project Administration	03/01/23	07/31/23	4.9	11	98	64	24		24	8			
1.02 Project Coordination	03/01/23	07/31/23	4.9	11	98	20	8		8				
TASK 2 TxDOT AND TxDOT CONSULTANT COORDINATION						44							
2.01 TxDOT Coordination (6 mtgs)	03/01/23	07/31/23	4.9	11	98	44	16		16	8			
2.02 TxDOT Reimbursement to EPWWS	03/01/23	07/31/23	4.9	11	98	182	38	28	38	38	16	16	8
A. Reimbursement Coordination Calls	03/01/23	07/31/23	4.9	11	98	64	12	12	12	12	6	6	4
B. Reimbursement Documentation	03/01/23	07/31/23	4.9	11	98	118	26	16	26	26	10	10	4
TASK 3 REVIEW TxDOT LOOP 480 DESIGN DOCUMENTS						94							
3.01 Review Design Documents	03/01/23	07/31/23	4.9	11	98	94	20	10	20	20	10	10	4
TASK 4 PRELIMINARY DESIGN						80							
4.01 Identify Utility Conflicts	03/01/23	07/31/23	4.9	11	98	80	10	10	20	20	10	10	4
4.02 Develop Utility Conflict Resolution Alternatives	03/01/23	07/31/23	4.9	11	98	538	48	64	138	134	50	60	24
4.03 Develop Preliminary Cost Estimate	03/01/23	07/31/23	4.9	11	98	32	8	8	8	4			4
4.04 Identify Preferred Utility Relocation Alternatives	03/01/23	07/31/23	4.9	11	98	156	8	24	40	40	20	20	4
4.05 Conceptual Plans	03/01/23	07/31/23	4.9	11	98	60	8	8	20	20			4
4.06 Deliverable - Report / Conceptual Plans	03/01/23	07/31/23	4.9	11	98	130	8	8	40	40	10	20	4
Totals	03/01/23	07/31/23	4.9			864	120	102	220	200	76	106	40

Pricing by Resource						
Labor Rate Esc.	Labor	Subs	Travel	Mat's & Equip	ODCs	Task Pricing Totals
0.00%	167,850		3,300		550	171,700
	13,720		3,300			14,820
	4,230		550			4,830
	9,440		550			9,990
	86,890					86,890
	12,670					12,670
	24,020					24,020
	5,340					5,340
	18,680					18,680
	15,600		550			16,150
	101,640		1,650		550	103,840
	6,920		550			7,470
	29,540		550			30,090
	12,220					12,220
	24,070		550			24,620
	20,520					20,520
	8,370				550	8,920



Gerardo "Jerry" Morales

Maverick County Commissioner Pct.1

Office
(830) 773-7262

1823 S. Veterans Loop
Eagle Pass, Texas 78852

FAX (830) 757-6473
commissioner.pct1@co.maverick.tx.us

January 31, 2023

Jorge Barrera, General Manager
Eagle Pass Water Works System
2017 N. Veterans Blvd.
Eagle Pass, Texas 78852

Dear Mr. Barrera:

As Commissioner of Pct.1, I want to ensure that our neighborhoods are well maintained, and improvements are kept up to date as part of my commitment to our residents.

Therefore, I am contacting you today to request your consideration on donating Maverick County Pct. 1, the property on Old Pioneer Rd/Wipff Rd. (Property ID: #4405, Geographic ID: #10320074017200, Legal Description: ABSTRACT A1032, BENNETT, MILES, SURVEY #74, ACRES 2.045).

Chula Vista Heights Subdivision residents have shown interest in having a park built for them in that location. The population has increased a lot in that area, and it is very significant to have a recreational area for children and adults to enjoy the outdoors. Having accessibility to a park is very beneficial to communities because they create a space for community members to congregate safely and enjoy nature. Please let me know if additional information is needed or if I can answer any questions. You may reach me at (830) 513-9515. I look forward to hearing from you soon.

Sincerely,

A handwritten signature in black ink that reads "Gerardo Morales".

Gerardo Morales
Maverick County Commissioner Pct.1

GM/cp