



The Board of Trustees of the City of Eagle Pass Water Works System will meet in a REGULAR SESSION on Wednesday, December 14, 2022 at 10:00 am 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 November 16, 2022.
4. Discussion and possible action on approval of a 30-year water and wastewater service availability agreements for Rali Subdivision.
5. Update on ongoing EPWWS projects.
6. General Manager's Update.
 - a. Update on Evans Street.
7. Adjourn.

A handwritten signature in blue ink, appearing to read "Marco Salinas".

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, December 9, 2022 at 12:00 pm.

A handwritten signature in black ink, appearing to read "Jorge Barrera".

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, November 16, 2022 at 11:00 AM at the International Center for Trade, 3295 Bob Rogers Dr., Eagle Pass, Maverick County, Texas.

MEMBERS PRESENT: Morris Libson, Mayor Rolando Salinas, Johnny Ruiz, Diana Salinas and Marco Salinas

MEMBERS ABSENT: None

OTHERS PRESENT: Jorge Barrera, Jorge Flores, Alicia Flores, Miguel Sanchez Roberto Gonzalez, Ruben Barrera-Langley and Banack and Jaime Kypuros-Tetra Tech

- Citizens Communication-None.

-The minutes of the regular meeting held on October 18, 2022 were read and approved on a motion by Morris Libson, seconded by Johnny Ruiz.

The motion passed with the following vote:

AYE Johnny Ruiz, Morris Libson, Diana Salinas, Marco Salinas and Mayor Rolando Salinas

NAY None

ABSTAIN None

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

Thereafter, Johnny Ruiz made a motion, seconded by Mayor Rolando Salinas to approve the 30-year water service availability agreements for Cenizo Industrial Subdivision.

The motion passed with the following vote:

AYE Johnny Ruiz, Morris Libson, Diana Salinas, Marco Salinas and Mayor Rolando Salinas

NAY None

ABSTAIN None

-In the matter of discussion and possible approval to ratify the emergency replacement for health reasons of cast iron pipe on Evans Street by Alvin E. Stock Contractors, the plan of the area and cost of the work was presented to the Board and all questions were answered by administration.

General Manager explained to the Board that this area was part of the Cast Iron Pipe Replacement Project but EPWWS ran out of money and couldn't finish Evans Street. Complaints of brown water and pictures were brought by residents to EPWWS and was decided to change out the existing cast iron pipe. The cost is \$112,050.00 by Alvin E. Stock Contractors and it could be less with help from the City of Eagle Pass. It became an emergency because of the health issues that can arise.

Thereafter, Mayor Rolando Salinas made a motion, seconded by Diana Salinas to ratify the emergency replacement for health reasons of cast iron pipe on Evans Street by Alvin E. Stock Contractors at \$112,050.00 or less.

The motion passed with the following vote:

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

-In the matter of Executive Session pursuant to Sections 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 the Maverick Basin Aquifer in Maverick County and Val Verde County, Texas.

The Board went into Executive Session on 11-16-22 at 11:11 am

The Board came out of Executive Session on 11-16-22 at 11:56 am

No action was taken

-General Manager's Update.

- a. Board was updated on upcoming legislative meeting on November 30, 2022 and on Eagle Pass Legislative Day on February 6-8 in Austin.

-Meeting was adjourned by a motion by Morris Libson, seconded by Diana Salinas at 11:59 am.

Marco Salinas, Chairman
Eagle Pass Water Works System

Johnny Ruiz, Vice-Chairman
Eagle Pass Water Works System



AGREEMENT REGARDING WATER SERVICE FOR THE PROPOSED

RALI

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 Reginaldo Gutierrez, 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 _____
RALI 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
626 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

By: _____

Printed Name: _____

Office or Position: _____

Date: _____

The Subdivider

By:  _____

Printed Name: Reginaldo Gutierrez

Office or Position: PRESIDENT

Date: 11/28/2022

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.



**AGREEMENT REGARDING WASTEWATER TREATMENT SERVICE FOR THE
PROPOSED _____ RALI _____ 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 _____ Reginaldo Gutierrez _____, 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
_____ RALI 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 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 _____ 376 _____ 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

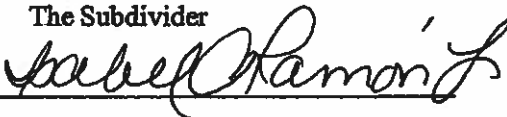
By: _____

Printed Name: _____

Office or Position: _____

Date: _____

The Subdivider

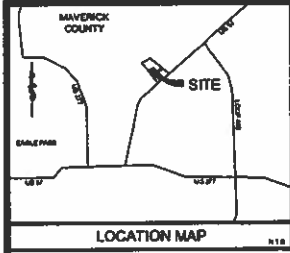
By: 

Printed Name: Isabel A. Ramon

Office or Position: VICEPRESIDENT

Date: 11/28/2022

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.



- NOTES**
- 1 SUBJECT PROPERTY IS WITHIN THE CITY OF EAGLE PASS CITY LIMITS & SUBJECT TO THE ORDINANCES, ORDINANCES OF THE CITY OF EAGLE PASS. SUBJECT PROPERTY WILL BE SUBJECT TO THE CITY OF EAGLE PASS. SUBJECT PROPERTY WILL BE SUBJECT TO THE CITY OF EAGLE PASS. SUBJECT PROPERTY WILL BE SUBJECT TO THE CITY OF EAGLE PASS.
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- GENERAL NOTES**
- 1 THE DEVELOPER AGREES TO THE CITY OF EAGLE PASS CITY LIMITS & SUBJECT TO THE ORDINANCES, ORDINANCES OF THE CITY OF EAGLE PASS. SUBJECT PROPERTY WILL BE SUBJECT TO THE CITY OF EAGLE PASS. SUBJECT PROPERTY WILL BE SUBJECT TO THE CITY OF EAGLE PASS.
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- GENERAL NOTES**
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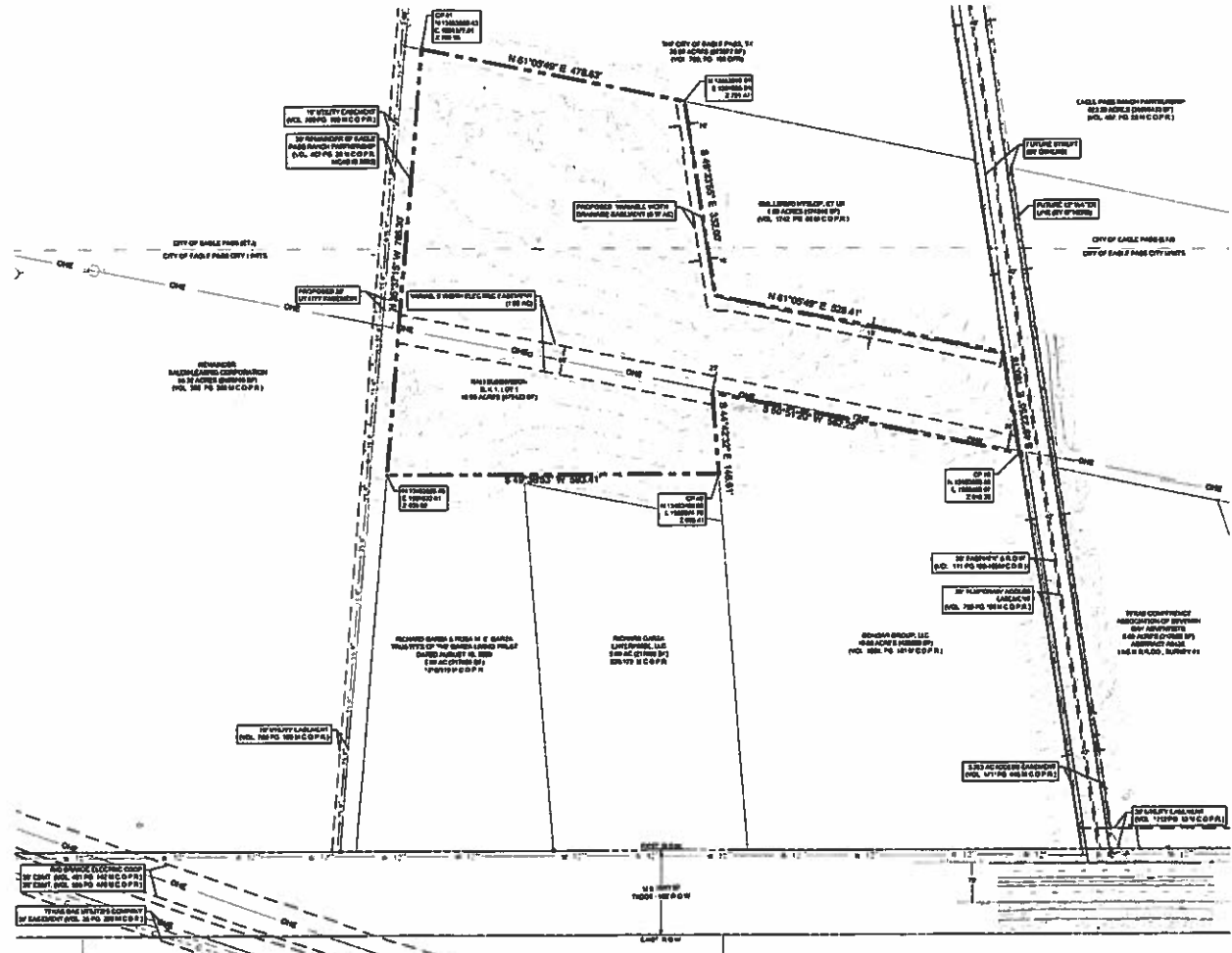


SCALE 1" = 40'

LEGEND

- BOUNDARY LINE
- PROPERTY LINE
- ADJOINING LOT
- PUBLIC RIGHT OF WAY
- CITY LIMITS LINE
- EXIST. EASEMENT

- SYMBOLS**
- RAIL P.O. (COMMERCIAL BUILDING)
 - RAIL P.O. (RESIDENTIAL BUILDING)
 - RAIL P.O. (INDUSTRIAL BUILDING)
 - RAIL P.O. (OFFICE BUILDING)
 - RAIL P.O. (WAREHOUSE BUILDING)
 - RAIL P.O. (STORAGE BUILDING)
 - RAIL P.O. (MATERIAL HANDLING BUILDING)
 - RAIL P.O. (TRUCK TRAILER STORAGE BUILDING)
 - RAIL P.O. (OFFICE BUILDING)
 - RAIL P.O. (WAREHOUSE BUILDING)
 - RAIL P.O. (STORAGE BUILDING)
 - RAIL P.O. (MATERIAL HANDLING BUILDING)
 - RAIL P.O. (TRUCK TRAILER STORAGE BUILDING)



RAIL SUBDIVISION

GENERAL NOTES

LEGAL DESCRIPTION

LEGAL DESCRIPTION

LEGAL DESCRIPTION

LEGAL DESCRIPTION

LEGAL DESCRIPTION

LEGAL DESCRIPTION

LEGAL DESCRIPTION

LEGAL DESCRIPTION

MENDEZ ENGINEERING
 1900 County Parkway, STE 100, Eagle Pass, Texas 78840
 Phone: 781/602-0208
 www.mendezengineering.com



INTERIM REVIEW DOCUMENTS
 1900 County Parkway, STE 100, Eagle Pass, Texas 78840
 Phone: 781/602-0208
 www.mendezengineering.com

RAIL SUBDIVISION
 PRELIMINARY PLAN

RAIL DISTRIBUTION
 WAREHOUSE
 HWY 57
 EAGLE PASS, TEXAS

NO.	DATE	REVISIONS

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

SHEET
 P-1

ALVIN E. STOCK CONTRACTORS, LLC

P.O. BOX 2512

(830)773-2291 · EAGLE PASS, TX 78853 · FAX: (830)773-2138

ghs@alvinstockllc.com

INVOICE

JOB NAME: EPWWS Evans Street 6" Water Line Replacement

CITY, STATE: Eagle Pass, TX

DATE: December 1, 2022

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER LINE:					
1	6" C 900 DR 18 PVC Pipe	LF	520.00	\$ 43.00	\$ 22,360.00
2	6" Gate Valve	EA	4.00	\$ 1,250.00	\$ 5,000.00
3	Fire Hydrant	EA	1.00	\$ 4,269.00	\$ 8,538.00
4	Single Water Service	EA	10.00	\$ 1,760.00	\$ 17,600.00
5	Reconnect New Service to Existing Meter	EA	10.00	\$ 412.00	\$ 4,120.00
6	2" Temporary Blow Off	EA	2.00	\$ 1,273.00	\$ 2,546.00
7	D.I. Fittings	TON	0.40	\$ 13,828.00	\$ 5,531.20
8	Hydro test & Disinfect	LS	1.00	\$ 977.00	\$ 977.00
9	Tie in to Existing	EA	3.00	\$ 3,058.00	\$ 9,174.00
10	Density Test	LS	1.00	\$ 7,322.00	\$ 7,322.00
11	Asphalt Repair (Cold Mix)	SY	0.00	\$ 25,900.00	\$
12	Cap & Abandon Existing Line	LS	1.00	\$ 2,982.00	\$ 2,982.00
WATER LINE TOTAL:					\$ 86,150.20

INVOICE TOTAL: \$ 86,150.20

- Notes:**
- Material Furnished by Water Works
 - Asphalt Repair By Others
 - No City Fees

501-0105