



The Board of Trustees of the City of Eagle Pass Water Works System will meet in a **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.

AGENDA

1. Establishment of quorum.
2. Citizens Communication.
3. Approval of the minutes of the meeting held on April 19, 2023.
4. Discussion and possible action on approval of a 30-year water and sewer service availability agreements for Perfecto Mancha Subdivision.
5. Discussion and possible action on approval of a 30-year water and sewer service availability agreements for re-plat of lot A, School Block, Chula Vista Unit V Subdivision.
6. Discussion and possible action on approval of a 30-year water and sewer service availability agreements for re-plat of lot D Block 11, Townsite of Fabrica Subdivision.
7. 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.
8. Discussion and possible action to Ratify the establishment of the EPWWS Water Warriors Leadership Program.
9. Discussion and possible action to limit the time EPWWS can open water services for non- payment disconnections.
10. 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.


11. 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.
12. 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.
13. 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 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.
14. Discussion and possible action to enter into 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.
15. 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.
16. 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, May 19, 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, April 19, 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: Marco Salinas, Morris Libson, Diana Salinas, Johnny Ruiz and Mayor Rolando Salinas

MEMBERS ABSENT: None

OTHERS PRESENT: Jorge Barrera, Jorge Flores, Alicia Flores, Roberto Gonzalez, Mike Sanchez and Ruben Barrera-Langley & Banack

- Citizens Communication-None.

-The minutes of the regular meeting held on March 22, 2023 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 presenting the 1st Quarter Investment Report, the report was presented to the Board with questions being answered by Administration.

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

-In the matter of discussion and possible action to enter into a Memorandum of Understanding (MOU) and/or agreement between the City of Eagle Pass Water Works System and the City Laredo, Texas to explore the quantity, quality and capacity of groundwater in Kinney County and Val Verde County, Mayor Rolando Salinas made a motion to discuss with attorney in Executive Session, 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

The Board went into Executive Session on 4-19-23 at 12:16 pm

The Board came out of Executive Session on 4-19-23 at 1:04 pm

Thereafter, Mayor Rolando Salinas made a motion, seconded by Johnny Ruiz to enter into a Memorandum of Understanding (MOU) and/or agreement between the City of Eagle Pass Water Works System and the City Laredo, Texas to explore the quantity, quality and capacity of groundwater in Kinney County and Val Verde County.

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 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.

The Board went into Executive Session on 4-19-23 at 12:16 pm

The Board came out of Executive Session on 4-19-23 at 1:04 pm

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 involving Cause No. 23-02-41885-MCVAJA; Stephanie Felan, Individually, As Representative Of the Estate Of Rodolfo Lara, Deceased, And As Next Friend Of M.L., Minor Child, Jesus Lara and Rosa Lara vs. The City of Eagle Pass, Texas, and former EPWWS employee, Rodolfo Lara.

The Board went into Executive Session on 4-19-23 at 12:16 pm

The Board came out of Executive Session on 4-19-23 at 1:04 pm

No action was taken

-In the matter of 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 (EPWWS) 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 1032, Bennett, Miles, Survey #74, Acres – 2.045 granted to the City of Eagle Pass, Texas acting by and through its Water Works Board; and deliberation regarding the value of a tract of land on Old Pioneer Road/Wipff Rd. described as Abstract 1032, Bennett, Miles, Survey #74, Acres – 2.045 and granted to the City of Eagle Pass, Texas acting by and through its Water Works Board.

The Board went into Executive Session on 4-19-23 at 12:16 pm

The Board came out of Executive Session on 4-19-23 at 1:04 pm

No action was taken

-In the matter of General Manager's Update.

a. The Board was updated that Andres Echevarria has been hired as EPWWS public relations employee.

b. The Board was updated that the changes were made to the Drought Contingency Plan and City Council had adopted the new 2022 Drought Contingency Plan.

-Meeting was adjourned by a motion by Morris Libson, seconded by Diana Salinas at 1:10 pm.

Marco Salinas, Chairman
Eagle Pass Water Works System

Johnny Ruiz, Vice-Chairman
Eagle Pass Water Works System



AGREEMENT REGARDING WATER SERVICE FOR THE PROPOSED

Perfecto Mancha 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 Eagle Pass Independent School District, 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 _____
Perfecto Mancha 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
1000 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: Samuel Mijanes

Printed Name: SAMUEL MIJANES

Office or Position: SUPERINTENDENT

Date: 5-3-23

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 Perfecto Mancha 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 Eagle Pass Independent School District , 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
 Perfecto Mancha 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 800 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

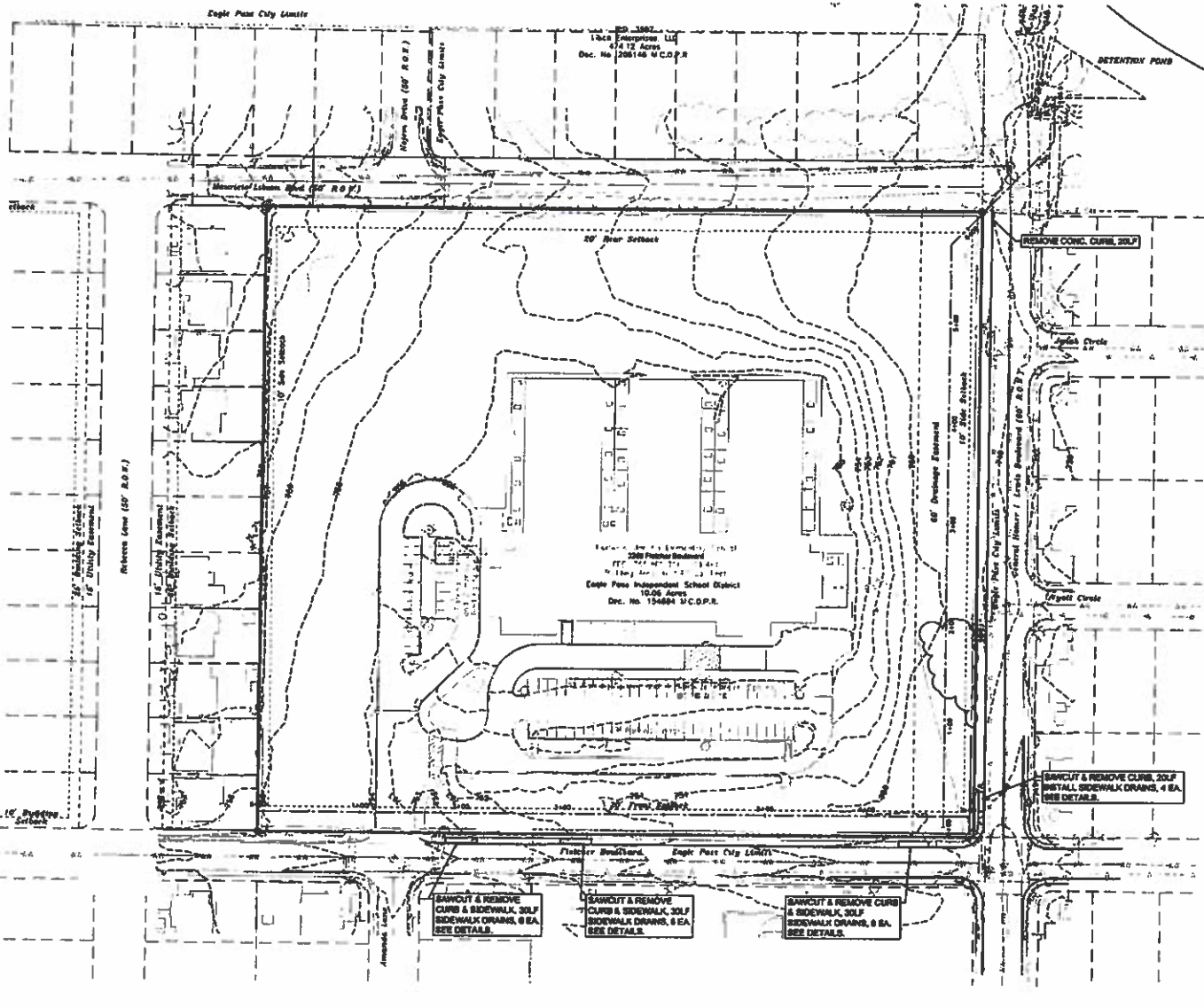
By: 

Printed Name: SAMUEL MIRALLES

Office or Position: SUPERINTENDENT

Date: 5-3-23

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.



NO. 3882
 1.044 Acres
 Eagle Pass, TX 79841
 Dec. No. 208146 U.C.O.P.R.

Parcel No. 3882, Subdivision No. 38
 2081 Precinct
 10.06 Acres
 Eagle Pass Independent School District
 Dec. No. 154694 U.C.O.P.R.

LEGEND

CONSTRUCTION	EXISTING	PROPOSED
--- (Solid)	--- (Dashed)	--- (Dotted)
(Symbol)	(Symbol)	(Symbol)

SYMBOLS

(Symbol)	Symbol Description	(Symbol)	Symbol Description
(Symbol)	Symbol Description	(Symbol)	Symbol Description

CONCRETE

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FIRM NAME & ADDRESS
DIRKSEN ENGINEERING
 1201 W. 80TH ST., SUITE 100, SPALDING, TX 79889
 PH: (636) 378-3104, FAX: (636) 378-3182
 EMAIL: RESPONSE@DIRKSEN.COM
 WEBSITE: WWW.DIRKSEN.COM

PROJECT 22-2749

PROJECT NAME & ADDRESS

PERFECTO MANCHA ELEMENTARY
 EAGLE PASS, TX

SHEET TITLE
DEMOLITION & EXISTING DRAINAGE PLAN

SHEET
C1.1
 OF 6 SHEETS

DESIGNED BY: MKD
DRAWN BY: NGD
APPROVED BY: MKD
DATE: 04-20-2023

DEMOLITION & EXISTING DRAINAGE PLAN

SCALE: 1" = 30'



AGREEMENT REGARDING WATER SERVICE FOR THE PROPOSED

Replat of Lot A, School Block, Chula Vista Unit V 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 Naylea Martinez, 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 A, School Block, Chula Vista Unit V 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
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 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

By: _____

By: Naylea Martinez

Printed Name: _____

Printed Name: Naylea Martinez

Office or Position: _____

Office or Position: Owner

Date: _____

Date: 5/3/23

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 Replat of Lot A, School Block, Chula Vista Unit V 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 Naylea Martinez, 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 A, School Block, Chula Vista Unit V 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 280 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

By: _____

By: Naylea Martinez

Printed Name: _____

Printed Name: Naylea Martinez

Office or Position: _____

Office or Position: Owner

Date: _____

Date: 5/3/23

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.

REPLAT OF LOT A, SCHOOL BLOCK, CHULA VISTA SUBDIVISION, UNIT V

Nguyen Maribon

Being a 0.3214 acre replat of Lot A, School Block, Chula Vista Subdivision, Unit V as shown on the plat recorded on Exhibit 188, Side A of the Maverick County Plat Records, and being the same Lot A, described in certificate of title to Hector Arana Castro and Nguyen Maribon, recorded as Document Number 149919 of the Maverick County Official Public Records, Maverick County, Texas and more particularly described by annex and bounds as follows:

BEGINNING at a steel stake found (S.P.C. H-1342349.37), 6.5112347(37) in a west line of School Circle, at the southeast corner of Lot B for the northwest corner of the herein described tract;

TRENDENCE S 23°28'23" E, 99.86 feet with said west line of School Circle to a steel stake found for the southeast corner of the herein described tract;

TRENDENCE S 17°18'23" W, 213.73 feet with a north line of School Circle to a steel stake set for a north corner of the herein described tract;

TRENDENCE N 72°00'19" W, 34.66 feet to a steel stake set for the southeast corner of the herein described tract;

TRENDENCE N 23°29'02" W, 88.08 feet with an east line of School Circle to a steel stake found at the southeast corner of Lot B for the northwest corner of the herein described tract;

TRENDENCE N 57°12'23" E, 131.48 feet to the POINT OF BEGINNING containing 0.3214 acres of land within the herein described tract surveyed by Diksen Engineering on March 15, 2023.

STATE OF TEXAS
COUNTY OF MAVERICK

OWNERS DEDICATION, CERTIFICATION, AND ATTENTION

The owners of the land shown on this subdivision plat and whose name is substituted herein and to pass on or through a duly authorized agent, acknowledge that this plat was made from an actual survey and endorse to the use of the public forever of streets, parks, easements and public places shown thereon for the purposes and considerations therein contained and the same as dedicated to the public of Maverick County.

The owner certifies that this plat complies with the requirements of Texas Local Government Code 202.002 and that:

- (A) The water quality and connections to the line street, if any exist, the minimum size standards;
- (B) Sewer connections to the line street, or all lines, the minimum requirements of state standards;
- (C) Electrical connections provided to the lot owner, or all lines, the minimum state standards, and
- (D) Gas connections, if available, provided to the lot owner, or all lines, the minimum standards.

The owner certifies that the plat complies with the provisions of the Texas Water Code.

Signature: Nguyen Maribon
Signature: Hector Arana Castro

State of Texas
County of Maverick

Before me, the undersigned notary public, on this day personally appeared Nguyen Maribon and Hector Arana Castro (jointly referred to as the signers) who acknowledged to me to be the persons whose names are subscribed to the foregoing instrument, who being by me fully advised, declared that the statements therein are true and correct and acknowledged that they executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this _____ day of _____, 2023.

Signature: Notary Public State of Texas

COMMISSIONERS COURT CERTIFICATION

THIS PLAT WAS PRESENTED TO THE MAVERICK COUNTY COMMISSIONERS COURT AND APPROVED ON _____, 2023, BY THE COMMISSIONERS COURT OF MAVERICK COUNTY, TEXAS.

SIGNED THIS _____ DAY OF _____, 2023.

MAVERICK COUNTY JUDGE

ATTEST

WE, THE UNDERSIGNED CERTIFY THE REPLAT OF LOT A, SCHOOL BLOCK, CHULA VISTA SUBDIVISION, UNIT V WAS REVIEWED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF EAGLE PASS ON _____ DATE _____.

CITY MANAGER OF THE CITY OF EAGLE PASS

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

SIGNATURE NOTARY PUBLIC STATE OF TEXAS

WE, THE UNDERSIGNED CERTIFY THE REPLAT OF LOT A, SCHOOL BLOCK, CHULA VISTA SUBDIVISION, UNIT V WAS REVIEWED AND APPROVED BY THE CITY MANAGER OF THE CITY OF EAGLE PASS ON _____ DATE _____.

CITY MANAGER OF THE CITY OF EAGLE PASS

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

SIGNATURE NOTARY PUBLIC STATE OF TEXAS

STATE OF TEXAS
COUNTY OF MAVERICK

I HEREBY CERTIFY THAT THE WATER AND SEWER FOR THIS SUBDIVISION WERE DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF EAGLE PASS AND MAVERICK COUNTY, TEXAS. THAT THESE SERVICES WILL BE CONNECTED TO THE PUBLIC MAINS AND SEWER TREATMENT PLANTS OPERATED AND MAINTAINED BY THE CITY OF EAGLE PASS, TEXAS, ALL AS SHOWN ON THE DRAWINGS PRESENTED TO, AND APPROVED BY, THE CITY OF EAGLE PASS, TEXAS. THESE WATER AND SEWER SERVICES ARE IN COMPLIANCE WITH THE RULES, RULES ADOPTED UNDER SECTION 163.004 OF THE TEXAS WATER CODE.

I CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY CONDUCTED ON MARCH 15, 2023 ON THE GROUND UNDER MY SUPERVISION AND THE INSTRUMENT IS CORRECT WITHIN THE PORTION, VOLUNTARILY REQUIRED BY 202.002 SEC. 02.0.

PRELIMINARY DO NOT RECORD FOR ANY PURPOSE

RENEATHA DIVISAL, P.E. (2016) AND J.A. DIXON, P.E. (2016)

DIKSEN ENGINEERING PROJECT 23-2870



THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2023, BY RENEATHA A. DIVISAL, P.E.

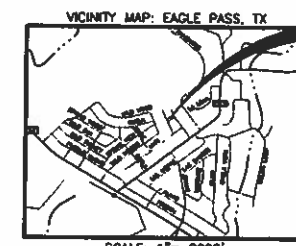
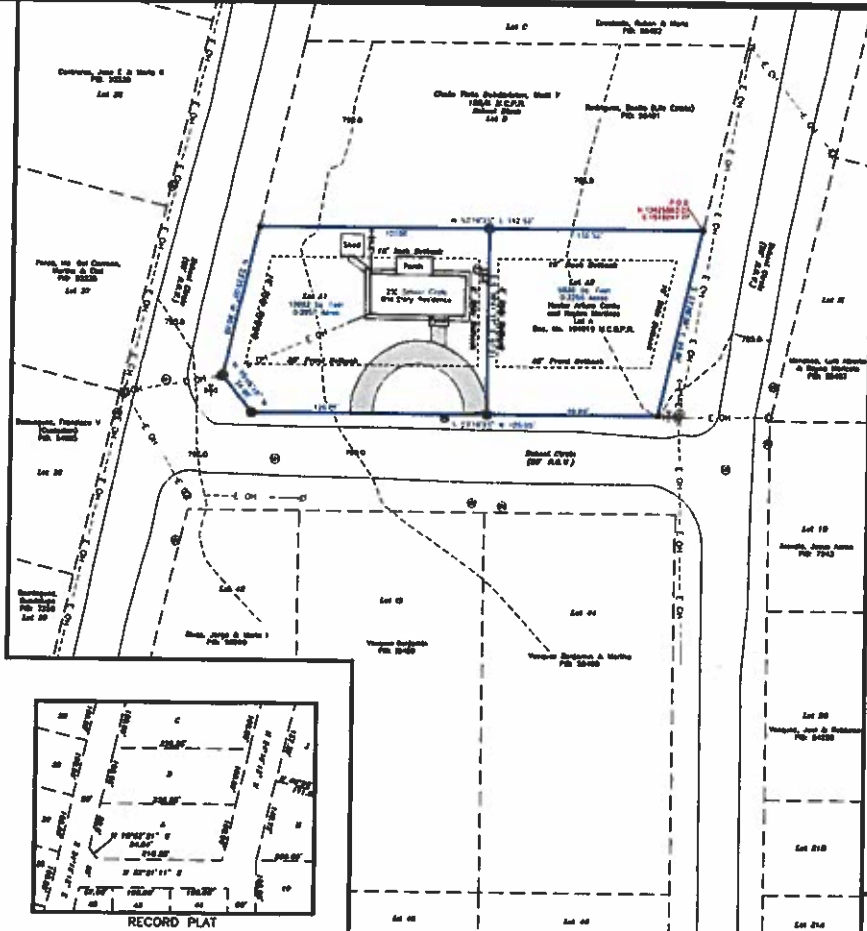
SIGNATURE NOTARY PUBLIC STATE OF TEXAS

MY COMMISSION EXPIRES ON _____

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF MAVERICK COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED OR RECORDED AT _____ O'CLOCK _____ A.M. ON _____, 2023, IN THE MAP RECORDS OF MAVERICK COUNTY AT _____ O'CLOCK _____ A.M. ON _____, 2023.

MAVERICK COUNTY CLERK



REPLAT OF
LOT A, SCHOOL BLOCK,
CHULA VISTA SUBDIVISION,
UNIT V



- LEGEND
- BOUNDARY LINE
 - EASEMENT
 - SET 1/2" STEEL STAKE
 - FOUND MONUMENT
 - BOUNDARY BECHER
 - SEWER MANHOLE, CO.
 - PLAT LINES
 - DEED LINES
 - EASEMENT
 - FENCE
 - GAS LINE
 - WATER LINE
 - WATER TANK/METER
 - ELECTRIC
 - TELEPHONE
 - 911 ADDRESS
 - POLE
 - HYDROGRAPH
 - LIQUID

These drawings are the property of Diksen Engineering and shall not be used in any way without their written consent. If you need these drawings for any other purpose, please contact Diksen Engineering.

FIRM NAME & ADDRESS
DIRKSEN ENGINEERING
UNAI DE EAGLE PASS
705 W. SOUTH STREET, SUITE 100
EAGLE PASS, TEXAS 79830
PH: (817) 276-2100, FAX: (817) 276-2102
WWW.DIKSENENGINEERING.COM

PROJECT# 23-2870

PROJECT NAME & ADDRESS
REPLAT OF LOT A, SCHOOL BLOCK,
CHULA VISTA SUBDIVISION, UNIT V
Eagle Pass, TX

SHEET TITLE

PRELIMINARY

86-16-2022

PREPARED FOR:
Nguyen Maribon
202 School Circle
Eagle Pass, TX 79832

DESIGN: MKD
DRAWN: F.A.
APPROV: MKD
DATE: 3-15-23

SHEET 1

OF 1 SHEETS



AGREEMENT REGARDING WATER SERVICE FOR THE PROPOSED
Replat of Lot D, Block 11, Townsite of Fabrica 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 Mauricio and Beatriz Mata, 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 D, Block 11, Townsite of Fabrica 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
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 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

By: _____

By:  

Printed Name: _____

Printed Name: Barbic Mata and Mauricio Mata

Office or Position: _____

Office or Position: _____

Date: _____

Date: 4-25-2023

Note: The above form of agreement may be used when required under Model Rule Sections 2.2 (a) (2) and 3.2 (c) (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 Replat of Lot D, Block 11, Townsite of Fabrica 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 Mauricio and Beatriz Mata, 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 D, Block 11, Townsite of Fabrica 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 280 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

By: _____

By:   _____

Printed Name: _____

Printed Name: *Beatrice Mata and Mauricio Mata*

Office or Position: _____

Office or Position: _____

Date: _____

Date: *4-25-2023*

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



HYDROPRO
SOLUTIONS

HydroPro Solutions, Inc

907 Rockmoor Dr.
Georgetown, Texas 78626
Phone (512)996 8944 Fax (512)879-9098

DATE April 26, 2023
Quotation # 4011
Salesperson: TX-1016

To: Eagle Pass WW
AMI Upgrade Loyalty Pricing

Quotation valid until: 90 Days
Prepared by: D Trevino

Attn: Victor Gonzalez

Qty	Product No	Description	Unit Cost	AMOUNT
1060	199-070-39-F	Regsiter- Allegro UTG (Customer Loyalty Project Pricing)	\$217.73	\$230,793.80
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
		Estimated Freight		
		TOTAL		\$230,793.80

PLEASE NOTE: Delivery of this quote is To Be Determined from receipt of an official order. This quotation is valid for 90 days. We reserve the right to amend prices after this period.

Shipping is ESTIMATED in this quote.

A 2% processing fee will be applied for all credit card purchases.

All invoices are due Net 30 per HydroPro Solutions standard terms and conditions

THANK YOU FOR YOUR BUSINESS!

**Eagle Pass Water Works System (EPWWS) Water Warriors
Leadership Group**

What is the EPWWS Water Warriors goal?

The goal of the Water Warriors program is to create and deliver an exciting and effective leadership program through leadership development of an outstanding cohort of rising high school leaders. This program is designed to spur your leadership development, promote community participation and develop your capacity for innovative and creative solutions.

What is EPWWS Water Warriors program?

Water Warriors leadership program is a guiding tool for rising high school leaders to develop a more innovative and creative style of leadership and to promote participation in our community development. This program will have a skill building curriculum that facilitates working together.

Who can join EPWWS Water Warriors program?

Sophomores, Juniors and Seniors who are in good standing academically and good character (no discipline referrals). Must have a 90 or above gpa, be an active member in at least 1 other activity and be committed to program.

Commitment from September to May

Monthly hour meetings for 9 months plus time for assigned projects

Program Overview

Leadership coaches will facilitate the sessions with a heavy emphasis placed on team-based and peer to peer learning.

Sessions: effective communication, time management, problem solving, building trust and respect, project planning and management, water innovation

- September- Kickoff meeting-Introductions and program overview-teams and projects
- October- Meeting-effective communication-Project 1 introduction
- November-Water innovation and plant tour-EPWWS staff-continue project 1
- December-Project 1 presentations and water conservation talks
- January-Project planning and big project introduction
- February-Problem solving and big project discussions
- March-Building trust & respect
- April-Time management
- May-Big project presentations and conclusion of 1st year program

-Sec. 27-40. - Flush toilets connected to sewers, required when within two hundred feet of sewer line.

missing
Every structure or building used or intended to be used for human habitation or occupancy, as a place of residence or as a place of business or otherwise, upon premises situated within the territorial limits of the city and within a distance of two hundred (200) feet from a public sewer line, shall be equipped, by the record owner of such premises or by the agent of such owner, with sanitary water flush closets connected for operation with sewer line in the most direct manner possible and with a separate sewer connection for each such structure or building situated on such premises.

(Ord. of 6-9-1953, § 1)

-Sec. 27-41. - Flush toilets connected to septic tanks, required when not within two hundred feet of sewer line.

Every structure or building used or intended to be used for human habitation or occupancy, as a place of residence or as a place of business or otherwise, upon premises situated within the territorial limits of the city, but not within a distance of two hundred (200) feet from a public sewer line, shall be equipped, by the record owner of such premises or by the agent of such owner, with sanitary water flush closet or closets connected for operation with either a septic tank or a cesspool, to be of a construction approved by the city health officer or by the director of the Southwestern Texas Health Unit or his assistant.

-Sec. 27-40. - Flush toilets connected to sewers, required when within two hundred feet of sewer line.

proposed
Every structure, building or property (plat) used or intended to be used for human habitation or occupancy, as a place of residence or as a place of business or otherwise, upon premises situated within the territorial limits of the city and within a distance of two hundred (200) feet from a public sewer line, shall be equipped, by the record owner of such premises or by the agent of such owner, with sanitary water flush closets connected for operation with sewer line in the most direct manner possible and with a separate sewer connection for each such structure, building or property (plat) situated on such premises before a water connection can be issued.

(Ord. of 6-9-1953, § 1)

-Sec. 27-41. - Flush toilets connected to septic tanks, required when not within two hundred feet of sewer line.

Every structure, building or property (plat) used or intended to be used for human habitation or occupancy, as a place of residence or as a place of business or otherwise, upon premises situated within the territorial limits of the city, but not within a distance of two hundred (200) feet from a public sewer line, shall be equipped, by the record owner of such premises or by the agent of such owner, with sanitary water flush closet or closets connected for operation with either a septic tank or a cesspool, before a water connection can be issued, to be of a construction approved by the city health officer or by the director of the Southwestern Texas Health Unit or his assistant.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Special Warranty Dedication Deed

Date: May __, 2023

Grantor/Dedicator: Elm Creek Properties, LLC, a Texas limited liability company

Grantor/Dedicator's Mailing Address:

8403 Fairway Valley Dr.
Boerne, Texas 78015

Grantee: Eagle Pass Water Works System

Grantee's Mailing Address:

2107 N. Veterans Blvd.
Eagle Pass, Texas 78852

Consideration:

Valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Being 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.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

1. All, leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all right, privileges, and immunities relating thereto, appearing in Public Records.

The Property is being conveyed to Grantee, AS IS, WITH ALL FAULTS.

Grantor/Dedicator, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, dedicates, releases, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever for the public use. Grantor/Dedicator binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor/Dedicator but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Grantee, by accepting this dedication, obligates itself to forever preserve and use the above-described Property for a public purpose, and no other.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

Elm Creek Properties, LLC, a Texas limited liability company

By: _____
William Clayton Brown, Jr., Manager

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____ 2023, by William Clayton Brown, Jr., as Manager of Elm Creek Properties, LLC, a Texas limited liability company, as the act of and on behalf of said partnership.

Notary Public in and for the State of Texas

(Print Name of Notary Public Here)

ACCEPTED BY:

GRANTEE:

EAGLE PASS WATER WORKS SYSTEM

By: _____
Jorge Barrera, General Manager

STATE OF TEXAS

COUNTY OF _____

§
§
§

This instrument was acknowledged before me on the ____ day of _____ 2023 by Jorge Barrera, as General Manager of Eagle Pass Water Works System, as the act of and on behalf of said Eagle Pass Water Works System.

Notary Public in and for the State of Texas

(Print Name of Notary Public Here)

PREPARED IN THE OFFICE OF:

**LONGORIA & KELLY, PLLC
1858 E. Main Street
Eagle Pass, Texas 78852**

AFTER RECORDING RETURN TO:

**LONGORIA & KELLY, PLLC
1858 E. Main Street
Eagle Pass, Texas 78852**



CAPEX Consulting Group
Project Finance & Economics

May 2, 2023

Jorge Barrera
General Manager
City of Eagle Pass Waterworks
2107 North Veteran's Boulevard
Eagle Pass, Texas 78852

RE: Proposal for the development of a Water and Wastewater Impact Fee Update for Eagle Pass, Texas

Dear Mr. Barrera:

Thank you for the opportunity to provide additional consulting services related to your ongoing water and wastewater projects in Eagle Pass. I have enjoyed working with you on previous engagements and I appreciate the opportunity to work with your team again.

As you know, **Capex Consulting Group** is a project finance and economic consulting firm based in Frisco, Texas. A significant percentage of our client base is made-up of local governmental entities. Our specific public sector utility services include:

- Affordability Analysis and Grant Funding Optimization
- **Electricity, Natural Gas, Water, Wastewater, and Solid Waste Rate Studies**
- Operational and Financial Performance Benchmarking
- Bond Feasibility
- **Impact Fee Studies**
- Non Rate Revenue Studies
- Expert Witness Support
- Owner's Representative Services including Contract Oversight and Disbursement Management

It is my understanding that Eagle Pass's primary objective is to develop a system specific land use plan, capital improvement plan, and growth forecasts to determine the maximum allowable water and wastewater impact fees. To assist you in achieving this objective, Capex Consulting Group will provide the following deliverables:

- 1.) Billing system data acquisition in order to develop historic demand patterns by LUE and customer class and facilitate projections
- 2.) Assemble peer group consisting of ten or more relevant members to determine range of assessed impact fees
- 3.) Develop multi-scenario growth projections for each customer class

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- 4.) Review existing water and wastewater capacities and incorporate capital improvement plan into impact fee model in order to distribute current and proposed system capacities per Chapter 395.
- 5.) Review all currently outstanding and proposed debt issuances and grant agreements in order to distribute and recover the costs of current and proposed system capacities per Chapter 395.
- 6.) Calculate maximum allowable impact fee and corresponding credit
- 7.) Prepare draft impact fee ordinance
- 8.) Revise model and report to incorporate staff and/or council comments & accommodate alternative financing structures
- 9.) Participate in various presentations and public hearings
- 10.) Complete an impact fee study report that documents the results of the project, the recommendations presented in accordance with Eagle Pass's objectives and detailed support for all conclusions. The report will describe the background of impact fees, the Texas statutes used to justify and regulate the fees, the assumptions used in the calculation of the impact fees, and the fee recommendations by meter size.

A detailed schedule of activities is provided in the following table:

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**EAGLE PASS WATERWORKS
IMPACT FEE IMPLEMENTATION TIMELINE**

	START	FINISH	DURATION DAYS	COMMENTS
Total Process	5/2/2023	10/21/2023	172	
Land Use Assumption / CIP Process:	5/2/2023	8/9/2023	98	
Appoint Impact Fee Advisory Committee (IFAC)	5/2/2023	5/12/2023	10	Composed of not more than 5 members who shall be appointed by majority vote of governing body. Not less than 10% of membership must be representatives of the real estate, development, or building industries who are not employees or officials of a political subdivision or governmental agency. 1. Advise and assist PS in adopting land use assumptions. 2. Review capital improvements plan and file written comments. 3. Monitor & evaluate implementation of the capital improvement plan. 4. File semi-annual reports with respect to the progress of the CIP and report to the PS pursuant to guidelines in explaining the plan or imposing the fee and 5. Advise the PS if it is needed to update or revise the LUA / CIP and impact fee.
Develop LUA and CIP	5/2/2023	6/14/2023	43	
Presentation of Preliminary LUA and CIP to IFAC	6/14/2023	6/14/2023	1	
IFAC Considers Preliminary LUA & CIP	6/14/2023	6/21/2023	7	
Adoption of Resolution Establishing Public Hearing Date to Consider LUA & CIP	6/21/2023	6/21/2023	1	"The purpose of this act is, a political subdivision must adopt an order, ordinance, or resolution establishing a public hearing date to consider the land use assumptions and capital improvements plan for the designated service area." 395.042
Notify Public of Plan and Hearing	6/21/2023	6/21/2023	1	"Within the 10th day before the date of the hearing on the LUA and CIP, City shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated person. "On or before the date of the publication of the notice of the hearing on the LUA and CIP, City shall make it available to the public in LUA form period of 30 days, and a Section of the capital improvement facilities that may be proposed." 39
Make LUA & CIP Available for Review	6/21/2023	7/21/2023	30	The agenda item must read "IFAC review of LUA and CIP and consideration of a recommendation to adopt an order, ordinance, or resolution establishing a public hearing date to consider LUA and CIP for the designated service area." 1. City shall publish notice of the hearing before the 30th day before the date set for hearing in one or more newspapers of general circulation in each county in which City lies." 395.044 c. Notice must contain: 1. "A heading to read: NOTICE OF PUBLIC HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN RELATIVE TO POSSIBLE ADOPTION OF IMPACT FEES." 395.044 C.1 2. "The time, date, and location of the hearing." 395.044 C.2 3. "A statement that the purpose of the hearing is to consider the LUA and CIP under which an impact fee may be imposed." 395.044 C.3 4. "A statement that any member of the public has the right to appear at the hearing and present evidence for or against the LUA and CIP." 395.044 C.4
IFAC Recommends Adoption of LUA & CIP	7/26/2023	7/26/2023	1	
Conduct LUA & CIP Public Hearing - First Reading	7/26/2023	7/26/2023	1	
Conduct LUA & CIP Public Hearing - Second Reading	8/2/2023	8/2/2023	1	
Approval or Disapproval of LUA & CIP	8/9/2023	8/9/2023	1	"After the public hearing on the LUA and CIP, City shall determine whether to adopt or reject or to amend an order, ordinance, or resolution approving the LUA and CIP." 395.045 A b. "City, within 30 days after the date of the public hearing, shall approve or disapprove the LUA and CIP." 395.045 B Note that this action can take place in less than, but not more than, the 30 days.
Impact Fee Process	8/9/2023	10/21/2023	73	
Adopt a Resolution Establishing Public Hearing Date to discuss the Proposed Ordinance Imposing an Impact Fee	8/9/2023	8/16/2023	7	395.047 Note that the 7 days between the action on the LUA & CIP and adoption is not required.
Notify Public of Hearing	8/17/2023	9/16/2023	30	"Within the 30th day before the date of the hearing on the imposition of an impact fee, City shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or a b. "City shall publish notice of the hearing before the 30th day before the date set for hearing in one or more newspapers of general circulation in each county in which City lies." 395.049 B c. Notice must contain: 1. "A heading to read: NOTICE OF PUBLIC HEARING ON ADOPTION OF IMPACT FEES." 395.049 C.1 2. "The time, date, and location of the hearing." 395.049 C.2 3. "A statement that the purpose of the hearing is to consider the adoption of an impact fee." 395.049 C.3 4. "The amount of the proposed impact fee for service unit." 395.049 C.4 5. "A statement that any member of the public has the right to appear at the hearing and present evidence for or against the plan and proposed fee." 395.049 C.5
Impact Fee Study provided to IFAC for Review and Comment	8/16/2023	9/16/2023		
IFAC Files Written Comments on Impact Fees	9/14/2023	9/14/2023	1	"The advisory committee created under Section 374.059 shall file its written comments on the proposed impact fees before the 10th business day before the date of the public hearing on the imposition of the fees." 395.050
Conduct Public Hearing on Impact Fees	9/20/2023	9/20/2023	1	
Approval or Disapproval of Impact Fees	9/21/2023	10/21/2023	30	"The City, within 30 days after the date of the public hearing on the imposition of an impact fee, shall approve or disapprove the imposition of an impact fee." 395.051 A Note that this action can take place in less than, but not more than, the 30 days.

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As Chief Executive of Capex Consulting Group, I will serve as Project Manager and will be responsible for all aspects of the study.

The project fees and out of pocket expenses for this engagement will not exceed \$45,000 (forty-five thousand dollars).

EAGLE PASS WATERWORKS, EAGLE PASS, TEXAS
 WATER/WASTEWATER IMPACT FEE SERVICES
 PROFESSIONAL FEES AND EXPENSES

Tasks	J. Snowden Project Manager	Total
1 Billing system data acquisition in order to develop historic demand patterns by LUE and customer class and facilitate projections	22	22
2 Develop multi-scenario growth projections for each LUE type	8	8
3 Review existing water and wastewater capacities and incorporate capital improvement plan into impact fee model in order to distribute current and proposed system capacities per Chapter 395	15	15
4 Review all currently outstanding and proposed debt issuances and grant agreements in order to distribute and recover the costs of current and proposed system capacities per Chapter 395	14	14
5 Calculate maximum allowable impact fee and corresponding credit	20	20
6 Prepare draft impact fee ordinance	3	3
7 Revise model to incorporate staff and/or board comments & accommodate alternative financing structures	12	12
8 Participate in various presentations and public hearings	35	35
TOTAL HOURS	129	129
Total Professional Fees	\$ 45,150	\$ 45,150
Number of Meetings/Trips		
Total Expense per Trip	\$ 875	
Data Gathering	3	3
Review Data/Findings with Staff	2	2
Public Meetings	4	4
Total	9	9
Total Expenses	\$ 7,875	\$ 7,875
Printing/Reproduction	\$ -	\$ -
Total Expenses	\$ -	\$ 7,875
GROSS FEES/EXPENSES	\$ -	\$ 53,025
ADJUSTMENTS	\$ -	\$ (8,025)
NET FEES/EXPENSES	\$ -	\$ 45,000

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If this proposal is acceptable to you, please execute one copy of this letter and return it to our Frisco office. Thank you for this opportunity; we look forward to working with you on this important engagement.

Very Truly Yours,



Jeff G. Snowden
Principal
Capex Consulting Group

ACCEPTED BY:

Date

ACCEPTED BY:

Date

LLC Limited Liability Company

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