



**CITY OF CASTROVILLE CITY COUNCIL
SPECIAL CALLED MEETING
1209 FIORELLA
Tuesday
May 12, 2020
5:00 p.m.**

In accordance with the order of the Office of the Governor issued on March 16, 2020, the City Council of the City of Castroville will conduct a telephone meeting in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19). The public may participate in this meeting by dialing in to with the following telephone number: **1 866-899-4679** and **enter access code 776-887-549** when prompted. The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. Written questions or comments may be submitted up to two hours before the meeting. A recording of the telephonic meeting will be made and will be available to the public in accordance of the Texas Public Information Act upon request.

The City Council of the City of Castroville will meet at the special called meeting at 5:00 p.m. in the Council Chambers at City Hall on the following items listed on the agenda.

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Invocation
- V. Acknowledgement of outgoing District 3 and District 5 Councilmembers.
- VI. Swear-In Ceremony of new District 3 and District 5 Councilmembers.
- VII. Citizen Comments
The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. Written questions or comments may be submitted up to two hours before the meeting. A recording of the telephonic meeting will be made and will be available to the public in accordance of the Texas Public Information Act upon request.
- VIII. Consent Agenda
 - A. Minutes for April 28, 2020 Special Called Council Meeting.
- IX. Discussion and appropriate action on an ordinance awarding a franchise contract within the City of Castroville to Waste Management of Texas, Inc. for the collection and disposal of solid waste.
(via phone, Chris Cox, Area Manager Waste Management)

- X. Discussion and appropriate action on an ordinance repealing and replacing Chapter 54, of the City of Castroville Code of Ordinances, relating to floods and flood damage preventative; providing for severability; and providing for publication and an effective date.
(Breana Soto, Community Development coordinator)
- XI. Discussion and appropriate action on a request for a traffic calming study on Athens and Madrid Streets at Elementary School for speed control. *(Phyllis Santleben, Mayor)*
- XII. Discussion and appropriate action on a request for funds from the Chamber of Commerce to purchase banners supporting the 2020 Medina Valley graduating class.
(Chrystal Molina COC, Phyllis Santleben, Mayor)
- XIII. Discussion and appropriate action on an Ordinance amending the official paper to appoint the Castroville/Hondo Anvil. *(Debra Howe, City Secretary)*
- XIV. Discussion and appropriate action on cancelling the regular called meeting on May 26, 2020.
(Debra Howe, City Secretary)
- XV. Discussion and possible action on Report on Airport Property Analysis.
(David Kirkpatrick, Airport Manager)
- XVI. Discussion and appropriate action on approving the opening of Regional Park pool under the guidelines of Executive Order GA-21. *(Devin Fredrickson, Parks and Recreation Director)*
- XVII. Updates from Parks and Recreation Director Devin Fredrickson on:
 - a. Parks and Recreation
 - b. RV Park
 - c. Special Events
- XVIII. Discussion and possible action on current/future street projects.
(Devin Fredrickson, Parks and Recreation Director)
- XIX. Discussion on FY20 Budget Calendar. *(Phyllis Santleben, Mayor)*
- XX Discussion on Ordinance 2020-010 extending a declaration of local disaster. *(Phyllis Santleben, Mayor)*
- XXI. Discussion on future agenda items.
- XXII. Adjourn.

ACCESSIBILITY STATEMENT

The City Hall is wheelchair accessible. The exit and parking ramps are located at the rear of the building.

NON-DISCRIMINATION STATEMENT

The City of Castroville does not discriminate on the basis of race, color, national origin, sex, religion, or disability in the employment or the provision of services.

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, Castroville, Texas on May 8, 2020 before 5:00 p.m.



Debra Howe
City Secretary

**CITY OF CASTROVILLE CITY COUNCIL
REGULAR CALLED COUNCIL MEETING**

**1209 Fiorella
City Council Chambers**

April 28, 2020

Tuesday

3:00 P.M.

MINUTES

In accordance with the order of the Office of the Governor issued on March 16, 2020, the City Council of the City of Castroville conducted a telephone meeting in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19).

The public was able to participate in this meeting by dialing in to with the following telephone number: **1 (866) 899-4679** and **enter access code 989-921-349** when prompted. The public was permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. Written questions or comments were submitted up to two hours before the meeting. A recording of the telephonic meeting will be made and will be available to the public in accordance of the Texas Public Information Act upon request.

I. CALL TO ORDER

The meeting was called to order at 3:03 p.m. by Mayor Phyllis Santleben.

II. ROLL CALL

Present:

Mayor Pro Tem Herb Dyer

Councilmember Paul Carey

Councilmember Jesse Byars

Councilmember Todd Tschirhart

Leroy Vidales, Interim City Administrator/Finance Director

Debra Howe, City Secretary

Brian Jackson, Police Chief

David Kirkpatrick, Airport Manager

John Gomez, Public Works Director

Others in attendance via telephone:

Mayor Phyllis Santleben

Councilmember Sheena Martinez

Cynthia Trevino, City Attorney, Denton, Navarro, Rocha, Benal and Zech

III. PLEDGE OF ALLEGIANCE

IV. INVOCATION

Councilmember Paul Carey gave the invocation.

V. CITIZENS COMMENTS

The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. Written questions or comments may be submitted up to two hours before the meeting. A recording of the telephonic meeting will be made and will be available to the public in accordance of the Texas Public Information Act upon request.

No one telephoned in requesting to speak.

Councilmember Paul Carey read comments submitted by email from Mike Iltis, a resident of District 2. Mr. Iltis stated in his opinion the mayor was not being allowed to fulfill her duties to the citizens who elected her, due to the city council not supporting her ideas and would like to see an ordinance passed to allow this mayor to have more control of what she deems fiscally irresponsible spending by any entity at the city hall. Mr. Iltis felt the people of the city had been asking for changes and they were not being heard.

VI. CONSENT AGENDA

- A. Minutes for March 24, 2020 Regular Called Council Meeting.
- B. Minutes for April 20, 2020 Special Called Emergency Council Meeting.

A motion was made by Mayor Pro Tem Dyer and duly seconded by Councilmember Carey to approve the consent agenda. A vote was taken (5:0 all ayes) the motion carried by all present.

*Agenda Item VII was moved down and discussed later in the meeting. Agenda Item IX was moved up.

IX. Consider and take appropriate action on an Ordinance of the City Council of the City of Castroville, Texas authorizing the execution of an escrow agreement and utility service agreement relating to Alsatian Oaks Development and other matters connected therewith. (Clay Binford, Special Counsel, McCall Parkhurst & Horton)

Legal Counsel Clay Binford briefed the city council on the ordinance executing the escrow agreement and a utility service agreement relating to the Alsatian Oaks Development and future developments. Mr. Binford said Russell Persyn, Engineer for RESPEC was in attendance to speak on the scope of work. Mr. Binford said this was the next step in the development agreement authorizing these two agreements. Mr. Binford said included in this agreement was 100 LUE's reserved for future developers, if the Alsatian Oaks did not use within the first three years. Also the scope of work and cost provided by RESPEC on the Phase I Water System Improvements to provide service to Alsatian Oaks Development. Details of funding the improvements by the developer within the boundaries of the property and offsite improvements for water and wastewater. Mr. Binford said his recommendation was for the city council to approve. Special Project Engineer Russell Persyn briefed the city council on the upcoming testing of the Medina Valley well and the well located on the property of Walmart. Mr. Persyn said he would provide the results to the city council once it was completed. Mr. Persyn said he was working with the Texas Water Development Board on moving forward with the project. Mayor Pro Tem Dyer said he had read the entire agreement and thanked Mr. Binford, Persyn and the city staff involved with putting this agreement together. He was very pleased to have been a part of the new development project. All other council members were in agreement and had no further questions.

A motion was made by Mayor Pro Tem Dyer and duly seconded by Councilmember Carey to approve an ordinance of the City Council of the City of Castroville, Texas authorizing the execution of an escrow agreement and utility service agreement relating to Alsatian Oaks Development and other matters connected therewith. A vote was taken (5:0 all ayes) the motion carried by all present.

VIII. Consider and take appropriate action on an Ordinance amending Ordinance 2020-007 and extending the declaration of local disaster: establishing rules and regulations for the duration of the disaster; restricting certain activities: establishing penalties for violations.

Mayor Santleben briefed the city council on the latest governor's order related to the COVID-19 virus. Mayor Santleben said the city did not have the authority to enforce the wearing of face coverings nor assess a fine. Mayor Santleben said they could only stress the importance of wearing facial coverings for protection. Councilmembers agreed to adopt the governor's emergency order #18 and to extend the declaration to May 30, 2020 with the current provisions, omitting the requirement of face coverings. **A motion was made by Councilmember Carey and duly seconded by Mayor Pro Tem Dyer to adopt an ordinance amending Ordinance 2020-007 and extending the declaration of local disaster until May 30, 2020: establishing rules and regulations for the duration of the disaster; restricting certain activities: establishing penalties for violations. A vote was taken (5:0 all ayes) the motion carried by all present.**

Mayor Santleben went back to agenda item VII.

VII. FY19 Annual Audit presentation and acceptance. (Kim Roach, Armstrong, Vaughan & Associates, P.C.)

Kim Roach of Armstrong, Vaughan and Associates briefed the city council via phone on the FY19 Annual Audit. Ms. Roach said the city received an unmodified (clean) opinion on the budget and commended the staff on being so helpful in the process. Ms. Roach highlighted the different funds stating there were no modifications to make the numbers look good. Ms. Roach said she needed to point out there were significant adjustments made throughout the year but that was very typical. She said in the last few years the city had improved on reducing the number of adjustments. Ms. Roach said the format was different this year in they were showing the city like a business noting capital assets and long term debt. Ms. Roach said what was surprising was the city's liquid assets were approximately 11 million with most cities not have that much cash reserves. Ms. Roach pointed out that the general fund broke even with the utility fund transfers; the Airport was showing a loss but it was attributed to depreciation and amortization; Enterprise Funds was good. Ms. Roach said in summary the city was in a good financial position. Council was pleased with the report.

A motion was made by Councilmember Carey and duly seconded by Councilmember Byars to accept the FY19 Annual Audit as presented. A vote was taken (5:0 all ayes) the motion carried by all present.

X. Discussion and possible action on a request from owner Joseph Winkler, of Hillside Boutique Hotel to waiver 1ST Quarter Hotel Occupancy Tax due to the city on April 20, 2020. (Phyllis Santleben, Mayor)

Mayor Santleben briefed the city council on receiving the letter provided from Hotel owner Joseph Winkler. Mayor Santleben said, Mr. Winkler was asking the city council to waive his first quarter payment of Hotel/Motel taxes. Mayor Santleben was in favor helping the hotel. City Attorney Cynthia Trevino briefed the city council on what was allowed. Ms. Trevino said the owner was required to pay the taxes he had collected to the state and the city. The city council in turn could (1) suspend only the city's 6% portion of the HOT tax for a short time. (2) reduce the city's portion of the HOT Funds

(Cont.)

for a short time, or (3) set up a grant or loan plan wherein HOT taxes are used to fund the grant/loan. Ms. Trevino said this would be available for all businesses that paid in HOT taxes to the city. Councilmember Byars said the taxes had already been collected for the first quarter and the owner should have set aside. Councilmembers Martinez was in favor of the grant program. Mayor Pro Tem Dyer felt the city would need to look at the issues in the next few months with the businesses being closed down. Mr. Dyer said the hotel was a big contributor to the HOT Tax fund. Councilmember Byars was in favor of the grant program but they all had to submit their quarterly payments, and then request the reimbursement of funds. City Attorney Trevino said staff could bring back information on how it would affect the city for council to decide.

A motion was made by Mayor Pro Tem Dyer and duly seconded by Councilmember Carey to grant HOT taxpayers a reimbursement equal to their first quarter payment. A vote was taken (5:0 all ayes) the motion carried by all present.

XI. Discussion and take appropriate action on pending Alsace Avenue Project. (Devin Fredrickson, Parks and Recreation Director, Streets)

Parks and Recreation Director Devin Fredrickson briefed the city council on the pending Alsace Avenue project. Mr. Fredrickson said the project had been started by the county through the interlocal agreement but they had left the project due to a misunderstanding. Mr. Fredrickson said the cost to complete the project with a contractor was \$18,132.25. Councilmember Tschirhart asked if the county would not be helping the city on any other projects. Mayor Santleben said she was going to the commissioners' court to discuss working with the county. Mr. Fredrickson said he had received a call from the county commissioner and they would be meeting in the near future.

A motion was made by Mayor Pro Tem Dyer and duly seconded by Councilmember Carey to approve the amount not to exceed \$18,132.25 to complete the Alsace Avenue project. A vote was taken (5:0 all ayes) the motion carried by all present.

XII. Discussion and take appropriate action on Quarterly Financial Report ending March 31, 2020. (Leroy Vidales, Interim City administrator/Finance Director)

Interim City Administrator/Finance Director Leroy Vidales briefed the city council on the quarterly financial report ending March 31, 2020. Mr. Vidales said he was concerned with the businesses being shut down due to the COVID-19 pandemic. Mr. Vidales said sales tax collected was up in February, General Fund was at 40% expenditures, Utility Fund at 32% and Airport at 40%. They were all under 50% for the second quarter. Revenues were up in General Fund at 61%, Utility Fund down at 31% due to decrease in fees collected during the fiscal year, and Airport Fund at 34% down due to rentals and fuel sales being less than anticipated. Mr. Vidales said he would be monitoring the sales tax closely for budgeting purposes.

A motion was made by Mayor Pro Tem Dyer and duly seconded by Councilmember Tschirhart to approve the Quarterly Financial Report ending March 31, 2020. A vote was taken (5:0 all ayes) the motion carried by all present.

XIII. Discussion and take appropriate action on Quarterly Investment Report ending March 31, 2020. (Leroy Vidales, Interim City administrator/Finance Director)

Interim City Administrator/Finance Director Leroy Vidales briefed the city council on the quarterly

Financial Report. Mr. Vidales said this was a requirement to provide the city council with a quarterly report on the city investments. Mr. Vidales said the Texas Water Development Funds were in money market accounts with BOK. He would continue to monitor the interest rates and act accordingly. **A motion was made by Mayor Pro Tem Dyer and duly seconded by Councilmember Tschirhart to approve the Quarterly Financial Report ending March 31, 2020. A vote was taken (5:0 all ayes) the motion carried by all present.**

XIV. Discussion and take appropriate action to approve the COVID-19 Mitigation Instructions for Castroville with an effective date. (Herb Dyer, Mayor Pro Tem)

Mayor Pro Tem Dyer briefed the city council on the COVID-19 Mitigation Instructions he was tasked to do by the Mayor. Mr. Dyer said what he was providing was instructions intended to be used by city staff and employees and to inform the public during the COVID-19 pandemic. He said this was not to amend or to be placed in the emergency management plan but to be used in-house. Councilmembers had no questions or anything to add to the document.

A motion was made by Councilmember Tschirhart and duly seconded by Mayor Pro Tem Dyer to approve the COVID-19 Mitigation Instructions for Castroville with an effective date. A vote was taken (5:0 all ayes) the motion was carried by all present.

XV. Discussion and appropriate action on a Resolution reinforcing City Policy on the Mayor's interaction with City Employees. (Herb Dyer, Mayor Pro Tem)

Mayor Pro Tem Dyer briefed the city council on his resolution reinforcing city policy on the Mayor's interaction with city employees. Mr. Dyer said the councilmembers were informed in December 2019 by a letter signed by several employees on issues with the Mayor involving the Interim City Administrator, City Secretary and city staff. Mr. Dyer felt the issues were still having an adverse effect on staff and wanted council by resolution to reiterate the need for the mayor to abide by the city council policies and procedures as other council members did. Mayor Santleben apologized and said she was terribly sorry and not being there in person, she could not speak to anyone (staff) at that time.

Councilmember Carey said the ordinance was very clear on deferring to the City Administrator and he thought the issues had been resolved. Mayor Pro Tem Dyer said after the council was first notified, he thought the situation would be corrected, but he felt it was still a problem and he offered a resolution to let the staff know the city council was behind them and supported them. Councilmember Byars said social media caused a lot of the problems. Councilmember Martinez agreed and said the comments on Facebook needed to stop.

A motion was made by Councilmember Byars and duly seconded by Councilmember Tschirhart to adopt a resolution reinforcing City Policy on the Mayor's interaction with City Employees. A vote was taken (5:0 all ayes) the motion carried by all present.

XVI. Discussion on future agenda items

There were no agenda items submitted.

XVII. ADJOURN

Mayor Santleben adjourned the meeting at 5:08 p.m.

Mayor

ATTEST:

City Secretary

DRAFT



CITY COUNCIL AGENDA REPORT

DATE: May 6, 2020

AGENDA OF: May 12, 2020
DEPARTMENT: City Administration
SUBJECT: Waste Management Proposed 2020 Municipal Solid Waste Agreement

RECOMMENDATION: Approve the 2020 Municipal Solid Waste Agreement; amending the previous Agreement, captioned “Municipal Solid Waste Collection & Transportation Agreement”, dated October 13, 2015: Establishing the rates to be charged for residential, commercial, industrial solid waste collection and disposal; and providing the terms and conditions of the agreement.”

BACKGROUND/DISCUSSION: Providing solid waste collection, recycling, & disposal service is typically a function of a municipality that is either provided by a city department or outsourced. The City of Castroville chose many years ago to outsource this service and has an agreement with Waste Management of Texas, Inc. They have been our provider for over 20 years. We believe that having a single provider eliminates confusion, minimizes large truck traffic in neighborhoods, provides for the best overall rates and costs to the city and its customers.

Currently, through our partnership with Waste Management we serve over 1,000 residential customers and several hundred Commercial/Industrial accounts. The last rate adjustment from Waste Management was provided in 2016, although the current 2015 Agreement entitles Waste Management to rate adjustments each year. These rate adjustments are based on percentage of change in Consumer Price Index published by the Bureau of Labor & Statistics.

In the Fall of 2019, Mayor Santleben and staff saw a substantial increase in both bulk and brush piles placed at the curb by residents, very much outside of the scope of service and cubic yard allowances provided by Waste Management. On August 27, 2019 City Council authorized Interim City Manager, Leroy Vidales, and staff to negotiate terms, conditions, and pricing related to the City of Castroville solid waste disposal and collection franchise agreement with Waste Management.

WM & City Staff conducted physical audits of actual services provided to residential, commercial, and industrial customers vs what was detailed in the current 2015 Operating Agreement. A number of items were discovered:

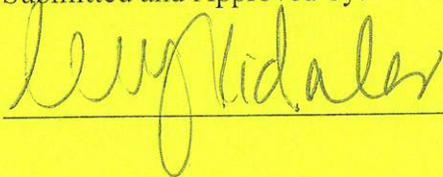
1. 100+ suspected carts were serviced, each month, at residential/commercial unit(s) where the City was not collecting utility fees (extra unaccounted for carts at many addresses including businesses)
2. Other Solid Waste Providers were operating inside the City Limits, despite an exclusive franchise agreement with WM (issue: City does not receive a franchise/administrative fee from these companies)
3. Excessive volumes of Brush and Bulky waste piles at the residential unit to include unacceptable Construction Debris produced by a Commercial Service Provider (contractor).
4. Disposal of Hazardous Waste at residential unit(s) in trash cart or during bulk/brush service.

- Residents have unlimited concierge service for the safe removal of household hazardous material through WM's At Your Door program:
<https://www.youtube.com/watch?v=IVqWgzoCw18&feature=youtu.be>

After several months of careful research and consideration staff has finalized the details of a proposed amended agreement to the 2015 contract with Waste Management. Staff believes that this proposed agreement will serve the City well – along with new internal processes/procedures and staff dedicated to this effort (Public Works, Billing & Code Enforcement).

FISCAL IMPACT/SOURCE OF FUNDING:

Submitted and Approved by:

 5.6.20

Interim City Administrator/Finance Director

ATTACHMENTS/ADDITIONAL INFORMATION:



City of Castroville

Executive Summary of Agreements

Current Agreement Executive Summary

- Contract Effective Date: October 1, 2015
 - Initial Period of (3) three years – ending October 1, 2018
 - Auto-renewed for additional term of (3) three years – ending October 1, 2021
- Residential Collection @ \$18.03 Charge to the City of Castroville Per Resident Includes:
 - 1x week Trash collection w/ 96 gallon cart + 2 additional 30-gallon bags outside of cart
 - 1x week Recycle collection w/ 18 gallon bin (12% non-recyclable threshold)
 - 1x month Brush collection – no more than (8) eight cubic yards
 - 2x a year Bulky Waste & Bundles – no more than (8) eight cubic yards
 - AYD Household Hazardous Waste Collection – Unlimited OnCall Concierge Service
- Exclusive Right to Commercial & Industrial
 - Unusual Accumulation/Snapshot is allowed – Commercial & Industrial Accounts May Be Charged For Overflow of Containers If Not Paying For Adequate Service Needs (Container Size)
- City provides billing and bill collection services for Residential, Commercial & Industrial Services
- Water, Sewer, Trash Consumer Price Index
- Additional Services:
 - (3) three containers 1-3 cubic yard for City Hall once or twice a week.
 - (2) two containers 1-3 cubic yard for Public Works Yard & Sewer Plant
 - Reasonable number of containers at each of the (4) four annual special events sponsored by the city; provided City gives reasonable written advance notice.

Proposed Agreement Executive Summary

- Contract Effective Date: Spring of 2020
 - Period of (5) five years – ending Spring 2025
 - Additional term of (5) five years – ending Spring 2030
- Residential Collection @ \$21.00 Charge to the City of Castroville Per Resident Includes:
 - 1x week Trash collection w/ 96 gallon cart
 - 1x week Recycle collection w/96 gallon cart
 - 1x month combined Bulk/Brush collection – no more than (4) eight cubic yards
 - AYD Household Hazardous Waste Collection – Unlimited OnCall Concierge Service
- Exclusive Right to Commercial & Industrial
 - Unusual Accumulation/Snapshot is allowed – Commercial & Industrial Accounts May Be Charged For Overflow of Container If Not Paying For Adequate Service Needs (Container Size)
- City provides billing and bill collection services for Residential, Commercial & Industrial Services
- Weighted Annual Adjustment: (80%) Garbage & Trash Consumer Price Index Component and (20%) Fuel Component
- Additional Services: Continued on separate page

CITY OF CASTROVILLE ADDITIONAL SERVICES

Account	Name	Address	Service Level	Service Day
SAN-202811	CITY OF CASTROVILLE PUBLIC WORKS	703 PARIS ST	4YD 1X PER WK	Tuesdays
SAN-190652	CITY OF CASTROVILLE PUBLIC WORKS YARD	703 PARIS	1 (20YD) 1(30YD)	On Call (12 Max Each Roll-off Annually)
SAN-202906	CITY OF CASTROVILLE MUNICIPAL AIRPORT	10500 AIRPORT RD	1(8YD 2X PER WK) 1(2YD RECYCLE)	Tuesdays and Fridays On Call Recycle (12 Max Annually)
SAN-203068	CITY OF CASTROVILLE CITY HALL	1209 FIORELLA	4YD 1X PER WK	Fridays
SAN-202780	CITY OF CASTROVILLE CITY HALL	1209 FIORELLA	6YD 1X PER WK	Tuesdays
SAN-177951	CITY OF CASTROVILLE SEWER PLANT	1 SEWER PLANT	2YD 1X PER WK	Tuesdays
SAN-213320	CITY OF CASTROVILLE LITTLE LEAGUE FIELD	8000 AIRPORT RD	1(6YD 2X PER WK) 1(8YD 2X PER WK)	Tuesdays
SAN-210817	CITY OF CASTROVILLE POLICE DPT	411 LONDON	2(96G) TOTTERS	Tuesdays
SAN-272944	CITY OF CASTROVILLE REGIONAL PARK	139 NORTH DRIVE	2(96G) TOTTERS	Mondays
SAN-213204	CITY OF CASTROVILLE PUBLIC LIBRARY	802 LONDON	2YD 1X PER WK	Fridays
	CITY OF CASTROVILLE SPECIAL EVENTS 1) Fourth of July Event 2) Easter Event 3) Christmas Event	TBD	1 (40 YD)	On Call (1 Max Each Event)

*Any services not specified above are subject to contracted rates

AN ORDINANCE AWARDDING A FRANCHISE CONTRACT WITHIN THE CITY OF CASTROVILLE, MEDINA COUNTY, TEXAS, TO WASTE MANAGEMENT OF TEXAS, INC., FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE, AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT, SETTING FORTH GENERAL SPECIFICATIONS ESTABLISHING RATES FOR COLLECTION OF SOLID WASTE.

WHEREAS, the City Council of the City of Castroville ("City") has determined that it would be in the best interest of the citizens of the City of Castroville and would promote the health, safety and general welfare of the inhabitants of said City to exclusively contract with Waste Management of Texas, Inc. ("Contractor"), to operate and maintain the service of collection, transportation, and disposal of residential, commercial garbage and trash, over, upon, along and across the present and future streets, alleys, bridges, and public properties of the City, subject to the terms of the Agreement, attached hereto as Exhibit A;

WHEREAS, the City Council of the City of Castroville has determined that such Agreement is necessary to preserve or protect the public health of the citizens of Castroville, Medina County, Texas;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CASTROVILLE TEXAS:

PART 1. That the City of Castroville City Council hereby approves the Agreement as set forth in the attached Exhibit A, included herein for all purposes, and authorizes the City Administrator to execute the Agreement for and on behalf of the City.

PART 2. That the recitals contain in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

PART 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.

PART 4. That it is officially found, determined and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

PART 5. This ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

PART 6. The repeal or amendment of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue or as affecting any rights of the City of Castroville under any section or provisions of any ordinances in effect at the time of passage of this ordinance.

PART 7. The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.

PASSED, APPROVED and ADOPTED by the City Council of the City of Castroville, Texas, on this ___ day of May 2020.

CITY OF CASTROVILLE

Phyllis Santleben, Mayor

ATTEST:

Debra Howe, City Secretary

EXHIBIT A

WASTE MANAGEMENT FRANCHISE AGREEMENT

DRAFT

MUNICIPAL SOLID WASTE AGREEMENT

This Municipal Solid Waste Agreement (this "Agreement") is entered into as of the day of _____, 20____, between the City of Castroville, Texas ("City"), a municipal corporation, acting by and through its duly authorized City Manager, and Waste Management of Texas, Inc. ("Contractor"), a Texas corporation, acting by and through its duly authorized representative.

WITNESSETH:

WHEREAS, City desires to grant to Contractor the exclusive right to operate and maintain the service of collection, transportation, and disposal of residential, commercial, and industrial garbage and trash, and residential recycling, over, upon, along and across the present and future streets, alleys, bridges, and public properties of the City, subject to the terms of this Agreement; and

WHEREAS, Contractor desires to operate and maintain the service of collection and transportation of residential, commercial, and industrial garbage and trash, and residential recycling, over, upon, along and across the present and future streets, alleys, bridges, and public properties of the City, subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of ~~the sum of Ten Dollars (\$10.00) and other~~ good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. DEFINITIONS:

- 1.01. **Brush:** Any cuttings or trimmings from trees, shrubs, or lawns, and similar materials that are four (4) feet or less in length and four (4) inches or less in diameter. The term "Brush" specifically excludes material resulting from services of a Third-Party Provider.
- 1.02. **Bulky Waste:** Furniture, bicycles (without tires), refrigerators that have CFCs removed by a certified technician, stoves, loose brush greater than four (4) feet in length or four (4) inches in diameter, and other oversized wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods.
- 1.03. **Bundle or Bundles:** Tree, shrub and brush trimmings securely tied together forming an easily handled package, not to exceed four (4) feet in length, six (6) inches in diameter, or fifty (50) pounds in weight.
- 1.04. **City:** The City of Castroville, Texas.
- 1.05. **Commercial Unit:** All commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses and related facilities,

premises, locations or entities, public or private, within the corporate limits of the City.

- 1.06. **Light Commercial Unit:** A retail or light commercial type of business, which generates no more than one (1) cubic yard of Garbage, Rubbish, and Refuse per week, excluding Unacceptable Waste.
- 1.07. **Commercial Waste:** All Garbage, Rubbish, and Refuse generated by a Light Commercial Unit or a Commercial Unit, excluding Unacceptable Waste.
- 1.08. **Compactor:** Any container, regardless of size, which has a compaction mechanism, whether stationary or mobile.
- 1.09. **Construction Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.
- 1.10. **Container:** A receptacle provided by Residential Unit Customers with a capacity of at least 18 - 20 gallons but less than 35 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base.
- 1.11. **Contract Administrator:** That person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.
- 1.12. **Contractor:** Waste Management of Texas, Inc.
- 1.13. **Customer:** The owner or tenant of a Residential Unit, Industrial Unit, or Commercial Unit located within the City and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.
- 1.14. **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- 1.15. **Disposal Site:** A duly permitted sanitary landfill selected by Contractor.
- 1.16. **Dumpster:** Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units or Industrial Units.
- 1.17. **Garbage:** Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.

- 1.18. **Hazardous Waste:** Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, *et. seq.*, as amended.
- 1.19. **Industrial Unit:** All industrial businesses and establishments, including manufacturing facilities, temporary construction sites, and other premises, locations or entities, public or private, within the corporate limits of the City.
- 1.20. **Industrial Waste:** Solid Waste resulting from or incidental to any process of industry, manufacturing, construction, demolition, mining or agricultural operations.
- 1.21. **Medical Waste.** Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions).
- 1.22. **Polycart:** A rubber-wheeled receptacle with a maximum capacity of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.
- 1.23. **Recyclable Material or Recyclables:** A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material.
- 1.24. **Recyclable Cart:** A rubber-wheeled receptacle with a maximum capacity of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated Recyclables collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.
- 1.25. **Recycling Container:** A plastic receptacle, designed for the purpose of curbside collection of Recyclable Materials, with minimum capacity of 18 gallons.
- 1.26. **Refuse:** Same as Rubbish.
- 1.28. **Residential Unit:** A residential dwelling within the service area of the City occupied by a person or group of persons comprising not more than four families.

A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

- 1.29 **Residential Waste:** All Refuse, Garbage and Rubbish generated by a Customer at a Residential Unit, excluding Unacceptable Waste.
- 1.30 **Roll-off Bin:** Container provided to a Commercial Unit by Contractor measuring 20 cubic yard, 30 yards or 40 cubic yards, intended for high-volume Refuse generating Commercial Units and capable of pickup and transport to a Landfill by loading of container onto rear of transporting vehicle, but excluding a Compactor.
- 1.31 **Rubbish:** Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- 1.32 **Solid Waste or Waste:** All Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor pursuant to this Agreement. The term "Solid Waste" or "Waste" specifically excludes Unacceptable Waste.
- 1.33 **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) residue and debris from the cleanup of a spill or release of chemical(s), or (H) any other waste defined by applicable law, rule or regulation as "Special Waste".
- 1.34 **Third Party Provider:** A commercial business enterprise or commercial service vendor that provides services to Residential Units.
- 1.35 **Unacceptable Waste:** Any waste or material that (i) the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, (ii) substantial damage to Contractor's equipment or facilities, or (iii) contains information (in hard copy or electronic format) that is protected or regulated under any local, state or federal privacy or data security laws, including without limitation, the Health Insurance Portability and Accountability Act (HIPAA), or (iv) presents a danger to the health or safety of the public or Contractor's employees, and/or (v) is or contains Hazardous Waste, Special Waste, untreated Medical Waste, Dead Animals weighing ten pounds (10

lbs.) or greater, or (vi) is or contains solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, or (vii) is soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements, or (viii) results from activities associated with the exploration, development, or production of oil or gas or geothermal resources.

- 1.36 **Unusual Accumulations or Overage:** As to Commercial Units and Industrial Units, (i) any Waste or other material placed on top of or located outside the Dumpster, Roll-off Bin or Compactor regularly used for such collection service or (ii) in excess of the applicable weight limits or intended capacity such that the lid will not completely close. As to Residential Units and Light Commercial Units, any Waste or Recyclables placed curbside for collection in excess of the volumes permitted by this Agreement such that the Polycart lid cannot close or placed on top of or outside a Polycart.

2. **GRANT OF EXCLUSIVE FRANCHISE:**

Contractor is hereby granted the exclusive right and privilege within the corporate limits of the City to conduct business for the purpose of collection and disposal of Waste generated by or at Residential Units, Commercial Units and Industrial Units, and collection of Recyclable Materials from Residential Units, subject to the terms hereof, including any tracts, territories and areas hereafter annexed to or acquired by City.

3. **TERM:**

The term of this Agreement shall commence on (“Commencement Date”), and continue remain in full force and effect for a period of five (5) years; provided, however, the term of this Agreement shall automatically extend without further action of the parties for additional term of five (5) years, unless not less than ninety (90) days before the termination of the then current term, one party advises the other in writing of its desire to terminate this Agreement at the conclusion of the then current term of the Agreement.

4. **RATES:**

Contractor is authorized to charge, and shall receive from the City, the rates set forth on Schedule “A” (“Base Rates”) attached hereto and incorporated herein by reference upon the Commencement Date of this Agreement. Contractor is authorized to begin charging the rates set forth on Schedule A-1 on the first day of the month in which Contractor has delivered Recyclable Carts to all Residential Units. The Base Rates are subject to adjustment as set forth in Section 9 below.

5. **CONTRACTOR SERVICES:**

5.05. **Residential Collection**

(a) **Residential/Light Commercial Collection:**

- (i) Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Polycart one (1) time per week during the term of this Agreement.
- (ii) Contractor shall collect Commercial Waste placed in a Polycart from a Light Commercial Collection Unit at least one (1) time per week.
- (iii) Construction Debris generated at a Residential Unit by a Third Party Provider shall be deemed Commercial Waste, and shall be collected pursuant to Section 5.03 below. Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not utilizing the services of a Commercial Service provided, shall be subject to the Bulky Waste limitations set forth in this Agreement.

(b) **Brush/Bulky Waste Collection:** Contractor shall collect no more than a total of four (4) cubic yards of Brush, Bundles, and Bulky Waste from a Residential Unit once per month. Contractor shall have no obligation to collect any Brush, Bulky Waste or Bundles in excess of the above 4 cubic yard limit or any Construction Debris generated by a Third Party Provider hired by a Customer and generated and located at that Residential Unit. Brush, Bulky Waste and Bundles shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer, that will provide safe and efficient accessibility to Contractor's collection crew and vehicle.

(c) **Recyclables Specifications and Collection:** (i) Contractor agrees to provide a Recyclables Cart to all Residential Units no later than ninety (90) days after the Commencement Date of the Agreement. Until all Residential Units have received a Recyclables Polycart, Contractor shall continue to collect Recyclables at a Residential Unit and placed in that Residential Unit's Recycling Container one time per week.

Once all Residential Units have received a Recyclables Polycart from Contractor, Contractor shall collect Residential Recyclables generated at a Residential Unit and placed in that Residential Unit's Recyclables Polycart one (1) time per week. The Contractor shall not be obligated to collect any Recyclables not properly contained in the Customer's Polycart. In addition, Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the remainder of the Residential Waste.

RECYCLABLES must be dry, loose (not bagged), unshredded, empty, and include **ONLY** the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green	Magazines, glossy inserts and pamphlets
	Cartons, Aseptic Containers

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclables or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, fuel cannisters
Batteries	Metal cookware/bakeware

(ii) Material delivered by or on behalf of City may not contain Non-Recyclables or Unacceptable Waste.

(iii) Contractor may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and City shall pay Contractor for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Contractor's operating or profit margin (collectively the "Cost"). Without limiting the foregoing, City shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Unacceptable Materials, and/or all or part of non-conforming loads and

additional charges may be assessed for Bulky Waste items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

(iv) Contractor reserves the right upon notice to discontinue acceptance of any category of Recyclables set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclables for which no commercially reasonable market exists may be landfilled at City's Cost.

(v) Contractor may perform periodic composition studies of the Recyclables to determine the percentage of each commodity in City's Recyclables and may revise the amount chargeable to City to reflect the actual composition of City's Recyclables.

(d) **At Your Door Special CollectionSM**: Residential Unit Customers will be allowed to participate in the At Your Door Special CollectionSM service. The particulars of the At Your Door program are more fully described in **Schedule B**, which is attached hereto and incorporated herein by reference. Contractor has the right to discontinue this service offering on thirty (30) days' written notice to the City.

(e) **Carts:**

(i) Contractor shall provide one (1) Waste Polycart and one (1) Recycling Cart to each Residential Unit. The Waste Polycarts and Recycling Carts (together, the "Carts") shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City shall aid Contractor in resolving problems of Cart location by the Customer. Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close securely.

(ii) Contractor shall not be required to collect (i) any Residential Waste or Recyclables that are not placed in a Polycart, (ii) any Residential Waste or Recyclables from a Polycart that is overloaded, or (iii) a Polycart that is not properly placed curbside. The Customer shall not overload (by weight or volume) a Polycart, and shall use the Polycart only for its proper and intended purpose

(iii) The Carts furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no interest in the Carts. The Carts shall remain at the location of the Residential Unit where delivered by Contractor. If a Cart is damaged beyond repair, the Contractor will provide a replacement Cart to the Residential Unit location

at no charge. Any Cart removed from, lost or missing from a Customer location shall be deemed lost, and Contractor ~~agreed~~ to provide a replacement Cart at a cost of \$70.00 per Cart to the City.

- 5.02 **Commercial and Industrial Unit Collection**: Contractor shall have the exclusive right to collect and transport Commercial Waste from the Commercial Units and Industrial Waste from the Industrial Units, respectively, utilizing Dumpsters, Compactors or Roll Off Bins, at such frequency as shall be reasonably requested and agreed to between the Customer and Contractor. The Dumpster, Compactor or Roll Off Bin shall be located on a concrete pad to accommodate equipment and at a location reasonably acceptable to Contractor. Contractor may, at its sole option, require Commercial or Industrial Unit Customers to enter into individual contracts with Contractor, subject to the terms of this Agreement.
- 5.03 **Unusual Accumulations Collection/Overage**: Contractor shall have no obligation to collect Unusual Accumulations/Overage and may charge for the collection of same so long as Contractor provides a digital image or photograph of the overage.
- 5.04. **Special Waste**: Contractor is not required to accept, transport or manage any Special Waste, unless it is specifically identified in a written agreement between Contractor and Customer. Contractor may collect, and will have the right to impose, a surcharge for the transportation and disposal of Special Waste, depending on the quantities and any physical characteristics of the Special Waste and any special handling, regulatory compliance or increased concern for worker safety or environmental protection occasioned by the material.
- 5.05. **Unacceptable Waste**: Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any unacceptable Waste shall remain with the generator of such Waste.
6. **COLLECTION OPERATION:**
- 6.05. **Hours of Operation**: Collection of Residential Waste shall begin no earlier than 7:00 A.M. and shall generally not extend beyond 6:00 P.M. No collection shall be made on Sunday. Collection of Commercial Waste shall be collected at such hours as may be determined by Contractor. No collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor.
- 6.06. **Routes of Collection**: Collection routes shall be established by the Contractor as reasonably approved by City. City shall provide Contractor with maps of the City containing sufficient detail for Contractor to design collection routes. Contractor shall provide to the City route maps for approval by the City, which approval shall not be unreasonably withheld.
- 6.07. **Holidays**: The following shall be holidays for purposes of this Agreement:
- New Year's Day
Memorial Day

Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be the next business day following the holiday.

- 6.08. **Complaints:** Customer complaints shall be directed by the City to Contractor, and Contractor shall promptly resolve such complaint based on the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints based on the information provided to Contractor by the City, and shall provide the City, on a monthly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any alleged missed pickups will be investigated and, if such allegations are verified, Contractor shall arrange for collection on the next business day after receipt of such complaint. If the missed pickup is a result of Customer related acts or omissions, the City shall take appropriate action to cause such Customer to subsequently properly set out such Waste.
- 6.09. **Collection Equipment:** Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from Customers serviced by Contractor in accordance with this Agreement. Collection of Solid Waste shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the Disposal Site.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of this Agreement. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and Contractor shall have a regular preventative maintenance program. City may inspect Contractor's vehicles at any time to insure compliance of equipment with this Agreement. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

- 6.10. **Disposal:** The Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the applicable state agency and/or the U.S. Environmental Protection Agency.

- 6.11. **Spillage:** The Contractor shall not be responsible for scattered Refuse unless the same has been caused by Contractor, in which case all scattered Refuse shall be picked up immediately by Contractor.
- 6.12. **Vicious Animals:** Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Refuse collection service. Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.
- 6.13. **Protection From Scattering:** Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter Refuse.
- 6.14. **Point of Contact.** All dealings and contacts between Contractor and the City shall be directed between the Public Sector Representative of Contractor, or such other individual identified by Contractor, and the Contract Administrator designated by the City.

7. **LICENSE AND TAXES:**

Contractor shall obtain at its sole expense all licenses and permits required by the City and the State and shall maintain same in full force and effect.

8. **BILLING:**

(a) City shall provide billing and bill collection services for Residential Units, Light Commercial Units, Commercial Units and Industrial Units during the term of this Agreement. Within fifteen (15) days of the end of each month during which collection services are provided by Contractor hereunder, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for services rendered under this Agreement for the prior month. City shall remit to Contractor payment for such services within thirty (30) days after receipt of invoice. Past due invoices shall bear interest at the highest rate permitted by law.

(b) The City shall provide the number of active Residential Units, Light Commercial Units, Commercial Units, and Industrial Units to Contractor and any new Customer addresses each month so that the Contractor can provide service to new Customers.

(c) The City shall notify Contractor in writing of any Customer that has failed to pay the City for waste collection services, and Contractor shall have the right to suspend service to such delinquent Customer until notified by the City to resume such services. If Contractor suspends service to a Customer for failure to timely pay said invoices, Contractor has the right to charge a service reactivation fee and/or finance charges or late payment fees if such service to the Customer is reinstated.

9. **MODIFICATION TO RATES:**

9.01 **CPI Adjustment.** Base Rates charged by Contractor for services will remain fixed as set forth on Schedule "A" and will not be increased for changes in the CPI (as hereinafter defined), until the first anniversary after the Commencement Date ("Anniversary Date"). Continuing annually on each Anniversary Date thereafter, the Base Rates for services shall be adjusted by eighty percent (80%) of the percentage that the Consumer Price Index, US City Average for All Urban Consumers, [Garbage and Trash Collection](#), Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") shall have increased during the preceding twelve month period for which the data has been published. The C.P.I. published on the first Monday prior to the end of November (or the first business day thereafter if such Monday is a Federal Holiday) shall be used. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. The percentage change shall be multiplied by 80% and the product thereof shall be the "CPI Adjustment Component" of the annual modification to Base Rates.

9.02 **Fuel Adjustment.** [On the first Anniversary Date and on each Anniversary Date thereafter, the Contractor shall calculate the percentage of change in the cost of fuel during the prior available 12-month period using the Energy Information Administration of the US Department of Energy \("EIA/DOE"\)'s Weekly Retail On Highway Diesel Prices for the Gulf Coast. The average will be computed by calculating the changes in the EIA/DOE price each month during the applicable 12-month period. The average percentage change shall be multiplied by 20%, and the product thereof shall be the "Fuel Adjustment Component" of the annual modification to Base Rates.](#)

9.03 **Additional Adjustments.** Contractor shall also be entitled to an increase in Base Rates from time to time during the term of this Agreement, and upon thirty (30) days' written notice to the City, to offset any change in conditions which increase the Contractor's costs, including but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which the Contractor is to operate, or changes in federal, state or local laws, rules or regulations. Documentation of such increases shall be submitted to the City at its request.

10. **CITY'S OBLIGATIONS:**

The City agrees to perform all obligations required of the City pursuant to the terms of this Agreement, including, but not limited, the following:

- (a) The City shall designate the Contract Administrator, who shall communicate City decisions to Contractor on a timely basis from time to time as required under this Agreement;
- (b) Since the City is invoicing all Customers directly, the City shall provide the total number of Residential Units to the Contractor no later than the 25th day of each

month (i.e., the total house count that will receive Contractor services). Contractor will use that monthly Residential Unit total in its next invoice to the City. Contractor has the right to rely upon the total house count numbers provided by the City. The City shall also provide Contractor with all necessary billing and service information for Commercial Unit and Industrial Unit Customers, including address, number and size of waste containers, and service frequency. Any errors or mistakes in the total house count or information related to Commercial and Industrial Customers provided by the City to Contractor shall be corrected within 6 months of the date provided to the Contractor or the mistake is waived and released by both parties. Contractor has the right, but not the obligation, to verify the total house count provided by the City. If the City fails to provide a monthly house count, Contractor will use the most recent house count provided by the City;

- (c) The City shall timely pay Contractor pursuant to Section 8 of this Agreement;
- (d) The City shall timely inform Contractor of complaints made by Customers;
- (e) The City shall work with Contractor in good faith to resolve complex Customer service issues; and
- (f) The City shall educate Customers to encourage, promote and obtain proper Waste disposal and Recyclables set-outs as required by this Agreement, including educating Residential Unit Customers about proper recycling techniques to minimize commingling.

11. COMPLIANCE WITH LAWS:

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all existing laws and laws which may be enacted by the federal, state, and local governments. It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

12. OFFICE:

Contractor shall maintain an office or such other facility through which it may be contacted by telephone without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

13. ENFORCEMENT:

City grants unto Contractor the right to seek an injunction against any third party which is

believed to be infringing on the rights of Contractor to this Agreement, including Contractor's exclusive franchise rights granted herein. By granting this right to Contractor, the City in no way reduces its right or obligation to enforce this Agreement or any other City ordinance relating to the collection and disposal of Waste. Furthermore, Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees by City and/or Commercial Unit Customers. The City agrees to take all steps necessary and permitted by law to require Customers to comply with the terms of this Agreement.

14. TRANSFERABILITY OF AGREEMENT:

Other than by operation of law, no assignment of the Agreement or any right accruing under the Agreement shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld. Upon the assignment, the assignee shall assume the liability of the Contractor. Notwithstanding anything contained herein to the contrary, Contractor shall be permitted to assign this Agreement to an affiliate of Contractor without the City's consent.

15. LANDFILL CAPACITY:

Contractor shall have and maintain during the term hereof, adequate disposal capacity for the City's needs.

16. TERMINATION:

Except as otherwise provided herein, if either party defaults in the performance of any of the covenants or conditions contained herein, and fails to cure such default within thirty (30) days after the non-defaulting party has given the defaulting party written notice of such default (or if such default is of a nature that it cannot be cured within such thirty (30) day period, the defaulting party fails to commence the curing of such default within such thirty (30) day period, and fails to thereafter diligently pursue the curing thereof) (the "Cure Period"), the non-defaulting party may: (a) terminate this Agreement as of any date which the non-defaulting party may select, provided said date is at least thirty (30) days after the expiration of the Cure Period; (b) cure the default at the expense of the defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

17. DISPUTE RESOLUTION:

The parties shall endeavor to settle all disputes u
amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to mediation. If the parties remain unable to resolve the controversy through mediation, then either party may pursue their claim, dispute, disagreement or controversy in a court with proper venue in the state within which the services are being performed.

Funds for payment of the services provided for in this Agreement has been budgeted and approved by City Council. The City may terminate this Agreement with 30 day's written notice if funds are not budgeted each fiscal year for the services provided herein.

18. FORCE MAJEURE:

The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean:

- (a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike or other labor disturbances, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or any other cause beyond the reasonable control of either party;
- (b) The order or judgment of any federal, State, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;
- (c) The suspension, termination, interruption, denial, or non-renewal of any permit or approval essential to the operation of the Contractor; or
- (d) A Change in Law. "Change in Law" means (i) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling that was not adopted, promulgated, modified or reissued on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (a) or (b) establishes requirements affecting a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, State, county, or other tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, State or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in Law.

19. EVIDENCE OF INSURANCE:

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The City shall be named as an additional insured under the policies, except for workers' compensation, subject to Contractor's indemnities set forth herein. Contractor shall provide the City with a certificate of insurance reflecting the City's

additional insured status and agreeing to give the City at least 30 days' written notice in case of policy termination. The cost of such insurance shall be borne by the Contractor.

Minimum Limits of Insurance:

Type of Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers	As required by law.
Commercial General Liability	\$1,000,000	\$1,000,000
Auto Liability	\$1,000,000	\$1,000,000
Bodily Injury	\$1,000,000	
Property Damage	\$ 500,000	

20. INDEMNITY:

The Contractor shall indemnify City against any claims, actions, or suits, including court costs and reasonable attorneys' fees, to the extent caused by Contractor's negligent or willful misconduct in providing the services required by this Agreement. Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall notify the Contractor immediately. The Contractor shall have the right to defend or contest any such claim or demand in the name of the City. The City shall provide such cooperation in connection therewith as the Contractor may reasonably request and shall make available to the Contractor or its representatives all records and other materials reasonably required in such defense. So long as the Contractor is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due hereunder unless the City has been required by order of any court to pay any sum arising from the subject matter of the suit.

21. OWNERSHIP:

Title to Waste shall pass to Contractor when placed in Contractor's collection vehicle. Title to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

22. SEVERABILITY:

Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

23. PRIOR AGREEMENTS:

This Agreement contains the entire agreement between the parties hereto with respect to the matter set forth herein. No provision of any other document, including any request for proposal, shall be deemed incorporated herein, it being the intent of the parties that this Agreement sets forth the full agreement of the parties with respect to the services described herein. No change, alteration or amendment will be binding on either party unless set forth in a document duly executed by all parties hereto.

24. **RECORDS:**

City and Contractor agree to maintain at their respective places of business adequate records relating to the performance of their respective duties under this Agreement. Such records shall be made available at any time during reasonable business hours for inspection by the other party, at the inspecting party's expense, and upon reasonable advance notice; provided, however, only records directly relating to this Agreement and necessary to substantiate invoicing must be disclosed to the other party.

25. **ATTORNEY'S FEES AND VENUE:**

In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this agreement, the prevailing party shall recover its attorney fees and court costs, with venue of any such action to be in **Bexar** County, Texas.

26. **NOTICES:**

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (iv) by prepaid telegram, telex, or facsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. Notwithstanding anything contained herein to the contrary, any notice of default under this agreement must be both (i) mailed by Certified Mail, Return Receipt Requested and (ii) faxed to the alleged defaulting party to constitute proper notice hereunder. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

If to the City, at: City of _____, _____

ATTN: City Manager

If to the Contractor at: Waste Management of Texas, Inc.
Attn: Public Sector
1777 NE Loop 410, Suite 1001
San Antonio, TX 78217

with a copy to: CT Corporation System
350 North St. Paul Street
Dallas, Texas 75201

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

27. DISCRIMINATION PROHIBITED:

Contractor, in the execution, performance, or attempted performance of this Agreement, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. Contractor must be an equal opportunity employer.

29. STORM DEBRIS:

The parties understand and agree that, in the event of a hurricane, tornado, major storm, natural disaster, flood, or other such event (“Event”), the cleanup from such Event may require Contractor to utilize additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean material or debris resulting from the Event. The collection and disposal of material or debris that results from an Event is not included within this Agreement, and shall be governed by a separate, written agreement to be negotiated by the parties, in each party's sole discretion. The City shall give the Contractor the first right and opportunity to enter such negotiations with the City, and both parties agree to conduct such negotiations in good faith.

30. ADDITIONAL SERVICES:

Contractor agrees to provide, at no cost to the City, the dumpsters and services set forth on Schedule C attached hereto at no charge. The Contractor agrees to provide, at no cost to the City, container(s) for Waste collection at each of the 4 annual special events sponsored by the City as more particularly described in Schedule C; provided that the City gives Contractor reasonable prior written notice of the date of such special event as well as the number of containers that are needed.

EFFECTIVE AS OF THE ___ DAY OF _____, 20__.

CITY:

CITY OF CASTROVILLE, TEXAS

CONTRACTOR:

WASTE MANAGEMENT OF TEXAS, INC.

BY:
Mayor

BY: _____
ITS: _____

ATTEST:

City Secretary,
City of Castroville, TX

APPROVED:

City Attorney

**Schedule A
BASE RATES
Effective Upon Commencement Date of this Agreement**

CATEGORY	FREQUENCY OF COLLECTION	RATE PER MONTH
<u>Residential Collection Service</u>		
		Per Home
1 - WM Provided 96 Gal. Waste Cart - Curbside	1/wk	\$ 18.03
1 - WM Provided 18 Gal. Recycle Bin - Curbside	1/wk	Included
At Your Door Household Hazardous Waste Collection	Unlimited	Included
Brush, Bundles, and Bulky Waste (4 CY Limit)	1/month	Included
Each Additional WM Cart (Waste)	Per Cart	\$ 5.00
<u>Commercial Collection Service</u>		
		Per Container
Light Commercial - 96 Gal. Trash Cart	1/wk	\$ 21.32
2 CY Container	1/wk	\$ 61.17
	2/wk	\$ 96.46
3 CY Container	1/wk	\$ 88.37
	2/wk	\$ 107.07
4 CY Container	1/wk	\$ 104.88
	2/wk	\$ 166.66
6 CY Container	1/wk	\$ 125.86
	2/wk	\$ 250.57
8 CY Container	1/wk	\$ 166.66
	2/wk	\$ 333.30
FEL Container Lock	Per Lock	\$ 15.00
Extra Pickups (available only on regular service days)	Per Extra Pick Up	\$ 95.92

Schedule A (Continued)
Effective Upon Commencement Date of this Agreement

<u>Industrial Collection Service</u>			Per Container
Rolloff Delivery	Per Delivery	\$	133.22
Rolloff Container Rental	Per Day	\$	5.33
20 CY Rolloff	Per Haul	\$	362.36
30 CY Rolloff	Per Haul	\$	389.00
40 CY Rolloff	Per Haul	\$	426.30

Note: Rates do not include any City sponsored billing, administration or franchise fee.

Schedule "A-1"
BASE RATES
 Effective Upon Delivery of WM Provided Carts

CATEGORY	FREQUENCY OF COLLECTION		RATE PER MONTH
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Residential Collection Service

Per Home

1 - WM Provided 96 Gal. Trash Cart - Curbside	1/wk	\$	21.00
1 - WM Provided 96 Gal. Recycle Cart - Curbside	1/wk		Included
At Your Door Household Hazardous Waste Collection	Unlimited		Included
Brush, Bundles, and Bulky Waste (4 CY Allowance)	1/month		included
Each Additional WM 96 Gal. Cart (Trash or Recycle)		\$	5.00

Commercial Collection Service

Per Container

Light Commercial - 96 Gal. Trash Cart	1/wk	\$	21.32
Light Commercial - 96 Gal. Recycle Cart	1/wk	\$	21.32
2 CY Container	1/wk	\$	61.17
	2/wk	\$	96.46
3 CY Container	1/wk	\$	88.37
	2/wk	\$	107.07
4 CY Container	1/wk	\$	83.91
	2/wk	\$	166.66
6 CY Container	1/wk	\$	125.86
	2/wk	\$	250.57
8 CY Container	1/wk	\$	166.66
	2/wk	\$	333.30
FEL Container Lock		\$	15.00
Extra Pickups (available only on regular service days)		\$	95.92

Industrial Collection Service

Per Container

Rolloff Delivery		\$	133.22
Rental (Per Day)		\$	5.33
20 CY Container (Per Haul)		\$	362.36
30 CY Container (Per Haul)		\$	389.00
40 CY Container (Per Haul)		\$	426.30

Note: Rates do not include any city sponsored billing, administration or franchise fee.

Schedule B – At Your Door Special Collection Program



Introduction

Waste Management is pleased to submit this proposal for the At Your Door Special CollectionSM service. Waste Management's At Your Door Special CollectionSM is a service provided to residents for the collection of the difficult, sometimes hazardous and hard-to-recycle items that almost every household accumulates. Waste Management makes it easy for residents to dispose of these items, by collecting the materials at their door— safely, easily and responsibly. Experience is key- This program has served hundreds of thousands of homes since 1995¹ and currently manages programs for dozens of public agencies in many states.

Waste Management's At Your Door Special CollectionSM service is focused on the collection and proper management of home generated special material, with an emphasis on recycling.

Statement of Work

The program begins when the public is informed about how to participate. Following are the elements of the At Your Door Special Collection service.

1. Resident Initiates Collection

To participate, residents request a collection by calling our toll free number 1-800-449-7857, via e-mail ATYOURDOOR@WM.COM or going to www.WMATYOURDOOR.COM. An Operations Service Center Specialist from our U.S. based center answers the call or online request. The participant is asked for basic information: name, address, phone number, how they learned of the program, single or multi-family home and an inventory of the material. The specialist discusses the program guidelines with the participant, including the placement of the material on the pre-designated collection day. The Operations Service Center is available from 5 am- 5pm Pacific Time, Monday through Friday. Both English and Spanish speaking representatives are available. There is an automated call system available after hours and on holidays.

2. Collection Is Scheduled

The participant is provided with a date when they must place their material at the entrance door or in front of their garage or other agreed upon location. That predetermined location is noted by the Operations Service Center Specialist for use by the Service Technician.

The frequency of collection routes will vary depending upon demand. When programs first start and during seasonal peaks, there is usually a higher demand resulting in longer periods between the request and the collection

3. Packaging

A collection kit will be sent via U.S. mail (or other method) to the Participant, who will package the materials and place it out on the designated collection date. The collection kit consists of a plastic bag, bag tie, survey card, labels (for use as needed by Participant) and an instruction sheet. The instruction sheet reiterates the collection date and process discussed with the Operations Service Center Specialist. Participants collect their items and place them inside the kit bag per the instruction sheet.

Participants will receive one bag unless the Operations Service Center Specialist determines through the conversation, that more than one bag is required to collect all of the materials. Our goal is to collect all of the materials available to us at one time, thus avoiding the inconvenience to the participant caused by multiple collections.

In a few instances, after a Participant receives their collection kit, they may contact our program if they have additional items which exceed the capacity of bag(s) that were sent. Two options will be provided to accommodate collection of all of the materials. The first option will be to keep the collection date as scheduled for the first kit bag(s). Then, a second collection date could be scheduled and a second collection kit mailed to the Participant. The second option is to cancel the first collection date and mail the Participant additional collection kit(s). Then schedule the collection at a later date when all of the materials can be collected at the same time.

The Participants will be discouraged from requesting a collection of very small quantities, i.e., a single can of paint or only used motor oil. The Participants with very small quantities will be directed to combine their items with neighbors, if possible.

All containers must be labeled and they cannot leak. If a container leaks, the participant is instructed to transfer it to a non-leaking container and label it. Participants are provided labels to place on the unlabeled container. Additional instructions may apply based on applicable regulations. Containers without labels or other identification will not be collected.

4. Collection

On the established collection date, a Service Technician will arrive at the home, inspect the material for eligible items, and package the material based upon hazard classification. All materials must be placed outside of the home. Waste Management employees will not enter the premises to gather or remove any material.

For multifamily dwellings, materials should be collected at a central, mutually agreed upon ground level location. Multi-family participants can designate a safe, mutually agreed upon place at their building where the bags can be collected (never at the curb or on public property).

For single family homes, materials are to be placed near the front door area or garage area, but never on public property, at the curb, street or alleyway.

In the event the materials are ineligible, e.g., unlabeled, leaking, commercial material, or listed on the unacceptable list, the participant will be contacted and/or a door hanger will be left with instructions. Participants are not required to be present during the collection.

Program Details

Safety

At Waste Management, safety is a core value, a cornerstone of operational excellence. It is a philosophy that is embedded in the way we work, the decisions we make, and the actions we take. With thousands of trucks on the road every day, we recognize the responsibility to hold ourselves to the highest standards to protect our customers, our employees and our communities. Waste Management's goal is to maintain our world-class safety record. The program has been designed with safety in mind. Each aspect of this program has been reviewed for potential health and safety implications. This includes the materials we do not accept and the reason why we cannot pick up unknown items and leaking containers. The containment kit bag and instruction sheet is provided to help ensure participants safely package their materials.

Eligible Items

In general, most ordinary household chemicals and many electronics are eligible for collection. Only items originating from households are eligible, no business materials are allowed. This list is not all-inclusive and may vary depending on state and local regulations. We reserve the right to modify the list.

The quantity of material that can be collected at any one time is limited to the items that can be placed inside the kit bag along with designated items that may be placed outside the bag. Multiple bags can be provided upon request and approval. Materials that can be placed outside the kit bag include:

- Up to 1 television, 4 vehicle batteries, 5 fluorescent tubes and/or compact florescent lamps (CFL)
- One computer system consisting of one each: CPU/tower, laptop, monitor, keyboard, mouse, and desktop printer
- Up to 25 pounds of consumer electronics with circuit boards such, as a CD ROM, VCR, DVD/CD/tape player, cell phone, tablets, MP3/music player, desktop scanner, fax machine, microwave, keyboard, desktop printer, and related cords.

Garden Chemicals

- Insect sprays/Insecticides
- Weed killers
- Other poisons
- Rat poison
- Fertilizer
- Herbicides
- Pesticides

Swimming Pool Chemicals (imitations in certain areas only)

- Pool acid
- Chlorine: tablets, liquid
- Stabilizer

Flammable & Combustible Materials

- Kerosene
- Solvent

Automotive Material

- Motor oil
- Antifreeze
- Waxes/Polishes
- Cleaners
- Brake fluid
- Used oil filters
- Transmission fluid
- Windshield washer fluid
- Hydraulic fluid
- Vehicle batteries
- Gasoline and Diesel fuel (must be placed in containers designed and sold for the containment and transportation of fuel. 10 gal max.)

Garden Chemicals

- Insect sprays/Insecticides
- Weed killers
- Other poisons
- Rat poison
- Fertilizer
- Herbicides
- Pesticides

Swimming Pool Chemicals (in tablets in certain areas only)

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Flammable & Combustible Materials

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Automotive Material

- Motor oil
- Antifreeze
- Waxes/Polishes
- Cleaners
- Brake fluid
- Used oil filters
- Transmission fluid
- Windshield washer fluid
- Hydraulic fluid
- Vehicle batteries
- Gasoline and Diesel fuel (must be placed in containers designed and sold for the containment and transportation of fuel. 10 gal max.)

Ineligible Materials

Commercial material, material from businesses, and unusually large quantities of the same material are not eligible for this program. List is not all-inclusive and will vary depending on state and local regulations. We reserve the right to modify the list.

- Biological Waste
- Ammunition and explosives
- Appliances
- Asbestos
- Commercial chemicals
- Construction related materials
- Containers over 5 gallons
- Fire extinguishers
- Food waste and cooking oil
- Gas cylinders/pressurized cylinders
- Items that are not hazardous
- Liquid mercury/elemental mercury and broken items that contain mercury
- Materials improperly packaged for transportation
- Materials in leaking containers
- Medicines/pharmaceuticals
- Radioactive materials, including smoke detectors
- Tires
- Trash, including bulky items (example washers, dryers, and refrigerators)
- Unknown or unlabeled materials
- Sharps/Needles

The At Your Door program reserves the right to refuse collection of additional items not listed here. The At Your Door service reserves the right to refuse acceptance of any items it deems excluded, a hazard or out of the scope of the program, which is designed for the collection of home generated special materials.

Recycling of Collected Materials

Thanks to our company's vast infrastructure and affiliated entities, we are able to recycle most of the materials collected. Thus, reclaiming valuable resources for the benefit of your community and the environment. The following are some methods used to recycle or treat some of these materials.

- Lamps/CFL's are accepted and managed by WM LampTracker®
- Recyclables (bottles, empty containers) to WM MRF when available
- Used oil and Antifreeze – recycling into new products or used as fuel
- Household/vehicle batteries – recycled into raw materials for use in new products.
- Mercury to WM Mercury Solutions, Inc.'s a mercury retort facility, where the retorted mercury is then shipped to manufactures.
- Flammables to fuel blending (paints, solvents), where it is converted into industrial fuel.
- Electronics are managed by WM Recycle America and affiliates, where commodities are used in the manufacturing process.

Public Education

The Waste Management Representative can provide a recommended public education strategy for your community. The purpose of providing this program is to insure an effective communication effort to achieve our mutual goals, which are to insure that every resident understands that they can use the program when it is convenient to them. While not every household will utilize the program, all residents should understand that they have the ability to contact us at anytime. Our public education program recommendations are designed to maintain a respectable level of participation and a high degree of participant satisfaction within the pricing provided for this program.

The At Your Door Special Collection service is committed to the successful implementation of the program proposed in this document. This is a service offered by Waste Management and should be referred to as Waste Management's At Your Door Special CollectionSM service, the At Your Door Special Collection service or the At Your Door service. Please do not refer to it simply as "At Your Door" or "AYD".

Natural Disaster

In the event of a natural disaster affecting the community e.g. a hurricane, flood, or tornado the At Your Door Special Collection program will be suspended for a period of six months or other period upon mutual agreement. The At Your Door program is designed for the collection of ordinary home generated special materials; a natural disaster changes the nature of that need. A natural disaster is defined as a community wide event including but not limited to a tornado, hurricane, earthquake, fires and floods. Contact the Waste Management representative for more information

Participant Surveys

A postage-paid card addressed to the sponsoring agency program manager will be included in the kit sent to participants. The card lists several questions and is considered a "report card" mailed directly to the public agency's designee. In an effort to continually improve our service, we request copies of survey cards or consolidated reports be sent to the At Your Door team at atyourdoor@wm.com.

Reports

Items collected are entered into our proprietary database management system (AYDNet) by the Service Technicians. This data assists with monitoring the program and reporting for regulatory agencies. You may request a report that provides a summary of the materials collected, then provide that to the public agency. Your customer can track the contents of the waste streams that are collected. Additional data can be provided electronically, upon request.

At Your Door Special Collection is a service of Waste Management. Collection services will be provided by a properly licensed/permitted subsidiary of Waste Management. ©WM Curbside, LLC. All rights reserved. At Your Door and At Your Door Special Collection are service marks of WM Intellectual Property Holdings, LLC. 2017-046

Schedule C – Additional Services for City

CITY OF CASTROVILLE ADDITIONAL SERVICES				
Account	Name	Address	Service Level	Service Day
SAN-202811	CITY OF CASTROVILLE PUBLIC WORKS	703 PARIS ST	4YD 1X PER WK	Tuesdays
SAN-190662	CITY OF CASTROVILLE PUBLIC WORKS YARD	703 PARIS	1 (20YD) 1(30YD)	On Call (12 Max Each Roll-off Annually)
SAN-202906	CITY OF CASTROVILLE MUNICIPAL AIRPORT	10500 AIRPORT RD	1(8YD 2X PER WK) 1(2YD RECYCLE)	Tuesdays and Fridays On Call Recycle (12 Max Annually)
SAN-203068	CITY OF CASTROVILLE CITY HALL	1209 FIORELLA	4YD 1X PER WK	Fridays
SAN-202780	CITY OF CASTROVILLE CITY HALL	1209 FIORELLA	6YD 1X PER WK	Tuesdays
SAN-177951	CITY OF CASTROVILLE SEWER PLANT	1 SEWER PLANT	2YD 1X PER WK	Tuesdays
SAN-213320	CITY OF CASTROVILLE LITTLE LEAGUE FIELD	8000 AIRPORT RD	1(6YD 2X PER WK) 1 (8YD 2X PER WK)	Tuesdays
SAN-210817	CITY OF CASTROVILLE POLICE DPT	411 LONDON	2(96G) TOTTERS	Tuesdays
SAN-272944	CITY OF CASTROVILLE REGIONAL PARK	139 NORTH DRIVE	2(96G) TOTTERS	Mondays
SAN-213204	CITY OF CASTROVILLE PUBLIC LIBRARY	802 LONDON	2YD 1X PER WK	Fridays
	CITY OF CASTROVILLE SPECIAL EVENTS 1) Fourth of July Event 2) Easter Event 3) Christmas Event	TBD	1 (40 YD)	On Call (1 Max Each Event)

*Any services not specified above are subject to contracted rates

If the City exceeds its allotted number of hauls at no charge, then Contractor will charge the City the then current Rates set forth in Schedule A-1 for Waste collection.

If the Municipal Airport's 2 CY dumpster for Recyclables exceeds the allotted number of hauls at no charge, Contractor will charge the City an open market rate. The Recyclables specifications and list of acceptable Recyclables set forth in this Agreement in section 5.01(c) apply.

Schedule B – At Your Door Special Collection Program



Introduction

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To participate, residents request a collection by calling our toll free number 1-800-449-7857, via e-mail ATYOURDOOR@WM.COM or going to www.WMATYOURDOOR.COM. An Operations Service Center Specialist from our U.S. based center answers the call or online request. The participant is asked for basic information: name, address, phone number, how they learned of the program, single or multi-family home and an inventory of the material. The specialist discusses the program guidelines with the participant, including the placement of the material on the pre-designated collection day. The Operations Service Center is available from 5 am- 5pm Pacific Time, Monday through Friday. Both English and Spanish speaking representatives are available. There is an automated call system available after hours and on holidays.

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In a few instances, after a Participant receives their collection kit, they may contact our program if they have additional items which exceed the capacity of bag(s) that were sent. Two options will be provided to accommodate collection of all of the materials. The first option will be to keep the collection date as scheduled for the first kit bag(s). Then, a second collection date could be scheduled and a second collection kit mailed to the Participant. The second option is to cancel the first collection date and mail the Participant additional collection kit(s). Then schedule the collection at a later date when all of the materials can be collected at the same time.

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In the event the materials are ineligible, e.g., unlabeled, leaking, commercial material, or listed on the unacceptable list, the participant will be contacted and/or a door hanger will be left with instructions. Participants are not required to be present during the collection.

Program Details

Safety

At Waste Management, safety is a core value, a cornerstone of operational excellence. It is a philosophy that is embedded in the way we work, the decisions we make, and the actions we take. With thousands of trucks on the road every day, we recognize the responsibility to hold ourselves to the highest standards to protect our customers, our employees and our communities. Waste Management's goal is to maintain our world-class safety record. The program has been designed with safety in mind. Each aspect of this program has been reviewed for potential health and safety implications. This includes the materials we do not accept and the reason why we cannot pick up unknown items and leaking containers. The containment kit bag and instruction sheet is provided to help ensure participants safely package their materials.

Eligible Items

In general, most ordinary household chemicals and many electronics are eligible for collection. Only items originating from households are eligible, no business materials are allowed. This list is not all-inclusive and may vary depending on state and local regulations. We reserve the right to modify the list.

The quantity of material that can be collected at any one time is limited to the items that can be placed inside the kit bag along with designated items that may be placed outside the bag. Multiple bags can be provided upon request and approval. Materials that can be placed outside the kit bag include:

- Up to 1 television, 4 vehicle batteries, 5 fluorescent tubes and/or compact florescent lamps (CFL)
- One computer system consisting of one each: CPU/tower, laptop, monitor, keyboard, mouse, and desktop printer
- Up to 25 pounds of consumer electronics with circuit boards such, as a CD ROM, VCR, DVD/CD/tape player, cell phone, tablets, MP3/music player, desktop scanner, fax machine, microwave, keyboard, desktop printer, and related cords.

Garden Chemicals

- Insect sprays/Insecticides
- Weed killers
- Other poisons
- Rat poison
- Fertilizer
- Herbicides
- Pesticides

Swimming Pool Chemicals (no tablets in certain areas only)

- Pool acid
- Chlorine: tablets, liquid
- Stabilizer

Flammable & Combustible Materials

- Kerosene
- Solvent

Automotive Material

- Motor oil
- Antifreeze
- Waxes/Polishes
- Cleaners
- Brake fluid
- Used oil filters
- Transmission fluid
- Windshield washer fluid
- Hydraulic fluid
- Vehicle batteries
- Gasoline and Diesel fuel (must be placed in containers designed and sold for the containment and transportation of fuel. 10 gal max.)

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- Weed killers
- Other poisons
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- Fertilizer
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- Windshield washer fluid
- Hydraulic fluid
- Vehicle batteries
- Gasoline and Diesel fuel (must be placed in containers designed and sold for the containment and transportation of fuel. 10 gal. max.)

Ineligible Materials

Commercial material, material from businesses, and unusually large quantities of the same material are not eligible for this program. List is not all-inclusive and will vary depending on state and local regulations. We reserve the right to modify the list.

- Biological Waste
- Ammunition and explosives
- Appliances
- Asbestos
- Commercial chemicals
- Construction related materials
- Containers over 5 gallons
- Fire extinguishers
- Food waste and cooking oil
- Gas cylinders/pressurized cylinders
- Items that are not hazardous
- Liquid mercury/elemental mercury and broken items that contain mercury
- Materials improperly packaged for transportation
- Materials in leaking containers
- Medicines/pharmaceuticals
- Radioactive materials, including smoke detectors
- Tires
- Trash, including bulky items (example: washers, dryers, and refrigerators)
- Unknown or unlabeled materials
- Sharps/Needles

The At Your Door program reserves the right to refuse collection of additional items not listed here. The At Your Door service reserves the right to refuse acceptance of any items it deems excluded, a hazard or out of the scope of the program, which is designed for the collection of home generated special materials.

Recycling of Collected Materials

Thanks to our company's vast infrastructure and affiliated entities, we are able to recycle most of the materials collected. Thus, reclaiming valuable resources for the benefit of your community and the environment. The following are some methods used to recycle or treat some of these materials.

- Lamps/CFL's are accepted and managed by WM LampTracker®
- Recyclables (bottles, empty containers) to WM MRF when available
- Used oil and Antifreeze – recycling into new products or used as fuel
- Household/vehicle batteries – recycled into raw materials for use in new products.
- Mercury to WM Mercury Solutions, Inc.'s a mercury retort facility, where the retorted mercury is then shipped to manufactures.
- Flammables to fuel blending (paints, solvents), where it is converted into industrial fuel.
- Electronics are managed by WM Recycle America and affiliates, where commodities are used in the manufacturing process.

Public Education

The Waste Management Representative can provide a recommended public education strategy for your community. The purpose of providing this program is to insure an effective communication effort to achieve our mutual goals, which are to insure that *every resident understands that they can use the program when it is convenient to them*. While not every household will utilize the program, all residents should understand that they have the ability to contact us at anytime. Our public education program recommendations are designed to maintain a respectable level of participation and a high degree of participant satisfaction within the pricing provided for this program.

The At Your Door Special Collection service is committed to the successful implementation of the program proposed in this document. This is a service offered by Waste Management and should be referred to as Waste Management's At Your Door Special CollectionSM service, the At Your Door Special Collection service or the At Your Door service. Please do not refer to it simply as "At Your Door" or "AYD".

Natural Disaster

In the event of a natural disaster affecting the community e.g. a hurricane, flood, or tornado the At Your Door Special Collection program will be suspended for a period of six months or other period upon mutual agreement. The At Your Door program is designed for the collection of ordinary home generated special materials; a natural disaster changes the nature of that need. A natural disaster is defined as a community wide event including but not limited to a tornado, hurricane, earthquake, fires and floods. Contact the Waste Management representative for more information.

Participant Surveys

A postage-paid card addressed to the sponsoring agency program manager will be included in the kit sent to participants. The card lists several questions and is considered a "report card" mailed directly to the public agency's designee. In an effort to continually improve our service, we request copies of survey cards or consolidated reports be sent to the At Your Door team at atyourdoor@wm.com.

Reports

Items collected are entered into our proprietary database management system (*AYDNet*) by the Service Technicians. This data assists with monitoring the program and reporting for regulatory agencies. You may request a report that provides a summary of the materials collected, then provide that to the public agency. Your customer can track the contents of the waste streams that are collected. Additional data can be provided electronically, upon request.

At Your Door Special Collection is a service of Waste Management. Collection services will be provided by a properly licensed/permitted subsidiary of Waste Management. ©WM Curbside, LLC. All rights reserved. At Your Door and At Your Door Special Collection are service marks of WM Intellectual Property Holdings, LLC. 2017-046

Schedule C – Additional Services for City

CITY OF CASTROVILLE ADDITIONAL SERVICES				
Account	Name	Address	Service Level	Service Day
SAN-202811	CITY OF CASTROVILLE PUBLIC WORKS	703 PARIS ST	4YD 1X PER WK	Tuesdays
SAN-190662	CITY OF CASTROVILLE PUBLIC WORKS YARD	703 PARIS	1 (20YD) 1(30YD)	On Call (12 Max Each Roll-off Annually)
SAN-202906	CITY OF CASTROVILLE MUNICIPAL AIRPORT	10500 AIRPORT RD	1(8YD 2X PER WK) 1(2YD RECYCLE)	Tuesdays and Fridays On Call Recycle (12 Max Annually)
SAN-203068	CITY OF CASTROVILLE CITY HALL	1209 FIORELLA	4YD 1X PER WK	Fridays
SAN-202780	CITY OF CASTROVILLE CITY HALL	1209 FIORELLA	6YD 1X PER WK	Tuesdays
SAN-177951	CITY OF CASTROVILLE SEWER PLANT	1 SEWER PLANT	2YD 1X PER WK	Tuesdays
SAN-213320	CITY OF CASTROVILLE LITTLE LEAGUE FIELD	8000 AIRPORT RD	1(6YD 2X PER WK) 1 (8YD 2X PER WK)	Tuesdays
SAN-210817	CITY OF CASTROVILLE POLICE DPT	411 LONDON	2(96G) TOTTERS	Tuesdays
SAN-272944	CITY OF CASTROVILLE REGIONAL PARK	139 NORTH DRIVE	2(96G) TOTTERS	Mondays
SAN-213204	CITY OF CASTROVILLE PUBLIC LIBRARY	802 LONDON	2YD 1X PER WK	Fridays
	CITY OF CASTROVILLE SPECIAL EVENTS 1) Fourth of July Event 2) Easter Event 3) Christmas Event	TBD	1 (40 YD)	On Call (1 Max Each Event)

*Any services not specified above are subject to contracted rates

If the City exceeds it allotted number of hauls at no charge, then Contractor will charge the City the then current Rates set forth in Schedule A-1 for Waste collection.

If the Municipal Airport's 2 CY dumpster for Recyclables exceeds the allotted number of hauls at no charge, Contractor will charge the City an open market rate. The Recyclables specifications and list of acceptable Recyclables set forth in this Agreement in section 5.01(c) apply.



PUBLIC SECTOR SOLUTIONS AUTOMATED SIDE LOAD TRUCKS



OUR COMMITMENT

Waste Management is committed to providing excellent service to our customers by doing the right thing the right way. As part of our strategy, we are investing in new waste solutions that can help communities and organizations achieve their green goals, safely and efficiently.

AUTOMATED SERVICES

Waste Management of Texas is proud to announce automated collection services. The service features an automated side load (ASL) truck with an articulating grabber arm that can easily grab, lift and dump garbage cans into the truck.

The ASL truck is more efficient than previous rear-load models. The articulating arm can lift up to 2,000 pounds allowing residents to place more items inside their cart. Drivers can pick up more carts in a day and technology on the truck allows for the truck to function at idle speeds, keeping noise at a minimum and fuel consumption down.

The ASL trucks are equipped to pick up carts from one side of the street at a time. So, residents will notice the trucks driving down their streets or alleys twice in the same day.

The automated service is also safer. The steering wheel is on the right side of the cab so if the driver must get out of the truck for any reason, he is not stepping into traffic. The automated system eliminates manual lifting and exposure to possible hazards, such as sharp objects and exposure to pathogens in the waste. The automated carts are also more resistant to tipping by animals than customer owned containers which reduces blowing litter and strewn garbage.

CART PLACEMENT GUIDELINES

With the new automated service comes new 96-gallon carts- available for recycling and/ or trash services. These carts hold more than traditional trash and recycling containers. This allows residents to recycle more items and it helps keep streets clean by eliminating bagged trash or recyclables at the curb.

Placing carts in the appropriate area is easy and necessary for pick-up. Here are tips to ensure cart collection occurs.

- » All items must be placed inside the cart with the lid securely closed. This ensures that litter is not blown in your neighborhood and that all disposed items are secure.
- » Carts must be placed 5 feet from any obstructions, such as vehicles, mailboxes, meter boxes, cable boxes, or trees - and within 1 foot of the curb.
- » Carts must not be placed on an incline or slanted area because they will roll when they are emptied and returned to their position.
- » Carts must be placed 2 – 3 feet apart to allow for the automated arm to service them.
- » Trash must be bagged and placed inside the trash cart for collection.
- » Recyclables are placed loose in the clearly labeled recycling cart without bags due to the automated sorting system and the recycling facility (MRF).



CITY COUNCIL AGENDA REPORT

DATE: May 7, 2020

AGENDA OF: May 12, 2020

DEPARTMENT: Community Development Department

SUBJECT: Repealing and Replacing Chapter 54 of the City of Castroville Code of Ordinances, relating to floods and flood damage prevention. Present the new Flood Insurance Rate Maps (FIRMS) that go into effect on May 15, 2020.

RECOMMENDATION:

Staff recommends approval of repealing and replacing Chapter 54 of the City of Castroville, Code of Ordinances, Floods and Flood Damage Prevention.

BACKGROUND:

The Federal Emergency Management Agency (FEMA) has requested that the City of Castroville make notifications to its ordinance in order to ensure continued compliance with the National Flood Insurance Program (NFIP).

The City received a letter from FEMA letting us know that the new maps or FIRMs would be arriving by mid-May. As a result of these new FIRMs, the community needs to implement a new flood ordinance by that date to stay compliant with the National Flood Insurance Program regulations.

DISCUSSION:

There were no drastic changes to the current ordinance the City already has. The most relevant changes:

1. The definition of "appeal" is removed.
2. The definition section is moved to Division 2, which is currently in Division 1.
3. The dates of the FIRM maps are updated.

Overall, the revisions to the 100-year regulatory floodplain are relatively minor. The attached exhibits show the old and new floodplains.

FISCAL IMPACT/SOURCE OF FUNDING:

None

Submitted by:

Approved by:

ATTACHMENTS/ADDITIONAL INFORMATION:

- Chapter 54, Floods and Flood Damage Prevention
- City of Castroville Floodplain Maps, 2012 and 2020

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND REPLACING CHAPTER 54 OF THE CITY OF CASTROVILLE CODE OF ORDINANCES, RELATING TO FLOODS AND FLOOD DAMAGE PREVENTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Chapter 54 of the City of Castroville Code of Ordinances contains regulations designed to prevent flood damage: and

WHEREAS, the Federal Emergency Management Agency (FEMA) has requested that the City of Castroville make notifications to its ordinance in order to ensure continued compliance with the National Flood Insurance Program (NFIP);

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CASTROVILLE, TEXAS:

Section 1. That Chapter 54 ("Floods") of the City of Castroville Code of Ordinances be repealed and replaced in its entirety with the attached "Exhibit A" which is incorporated herein for all purposes.

Section 2. If any provision of this ordinance shall be held void or unconstitutional, it is hereby provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

Section 3. This ordinance shall take effect immediately upon its passage, approval and official publication as provided by law.

PASSED AND APPROVED by the City Council of the City of Castroville this the 12TH day of May, 2020.

PHYLLIS SANTLEBAN
MAYOR

ATTEST:

DEBRA HOWE
City Secretary

APPROVED AS TO FORM:

CYNTHIA TREVINO
City Attorney

CHAPTER 24

FLOODS*

Article I. In General

Secs. 54-1-54-25. Reserved.

Article II. Flood Damage Prevention

Division 1. Statutory Authorization, Findings of Fact, Purpose and Methods

- Sec. 54-26. Statutory Authorization.
- Sec. 54-27. Findings of Facts.
- Sec. 54-28. Statement of Purpose.
- Sec. 54-29. Methods of Reducing Flood Losses.
- Secs. 54-30-54-40. Reserved.

Division 2. In General

- Sec. 54-41. Definitions.
- Sec. 54-42. Lands to which this Article Applies.
- Sec. 54-43. Basis for Establishing Areas of Special Flood Hazard.
- Sec. 54-44. Establishment of Development Permit.
- Sec. 54-45. Compliance.
- Sec. 54-46. Abrogation and Greater Restriction.
- Sec. 54-47. Interpretation.
- Sec. 54-48. Warning and Disclaimer of Liability.
- Sec. 54-49-54-60. Reserved.

Division 3. Administration

- Sec. 54-61. Designation of the Floodplain Administrator.
- Sec. 54-62. Duties and Responsibilities of the Floodplain Administrator.
- Sec. 54-63. Permit Procedures.
- Sec. 54-64. Variance Procedures.
- Secs. 54-65-54-75. Reserved.

Division 4. Provisions for Flood Hazard Reduction

- Sec. 54-76. General Standards.
- Sec. 54-77. Specific Standards.
- Sec. 54-78. Standards for Subdivision Proposals.
- Sec. 54-79. Standards for Areas of Shallow Flooding (AO/AH Zones)

Exhibit A

- Sec. 54-80. Standards for Floodways
- Sec. 54-81. Severability
- Sec. 54-82. Penalties for Non-Compliance
- Secs. 54-83-54-90. Reserved.

*Cross references - Buildings and building regulations, ch. 22; civil emergencies, ch. 30; community development, ch. 34; environment, ch. 46; fire prevention and protection, ch. 50; health and sanitation, ch. 58; natural resources, ch. 74; utilities, ch. 110.

State law references - Municipal water control, V.T.C.A., Local Government Code § 401.001 et seq.; municipal drainage utility systems, V.T.C.A., Local Government Code § 402.041 et seq.; city-county water control, V.T.C.A., Local Government Code § 411.002, 411.003; Flood Control and Insurance Act, V.T.C.A., Water Code § 16.311 et seq.; contracts with conservation districts for flood control and drainage, V.T.C.A., Agriculture Code § 201.152; disaster prevention, V.T.C.A., Government Code § 418.121 et seq.

CHAPTER 24

FLOODS*

Article I. In General

Secs. 54-1-54-25. Reserved.

Article II. Flood Damage Prevention

Division 1. Statutory Authorization, Findings of Fact, Purpose and Methods

Sec. 54-26. – Statutory Authorization. The Legislature of the State of Texas has in the Flood Control Insurance Act, Texas Water Code, Section 16.315, delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City of Castroville, Texas does ordain as follows:

Sec. 54-27. – Findings of Facts. The Legislature of the State of Texas has in the Flood Control Insurance Act, Texas Water Code, Section 16.315, delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City of Castroville, Texas does ordain as follows:

- (1) The flood hazard areas of Castroville are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.
- (2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

Sec. 54-28. Statement of Purpose. It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;

Exhibit A

- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
- (7) Insure that potential buyers are notified that property is in a flood area.

Sec. 54-29. Methods of Reducing Flood Losses. In order to accomplish its purposes, this ordinance uses the following methods:

- (1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
- (4) Control filling, grading, dredging and other development which may increase flood damage;
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters, or which may increase flood hazards to other lands.

Sections 54-30 through Section 54-40 reserved.

Division 2. In General

Sec. 54-41. Definitions.

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

Alluvial Fan Flooding means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Apex means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appurtenant Structure means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Area of Future Conditions Flood Hazard means the land area that would be inundated by the 1-percent-annual chance (100 year) flood based on future conditions hydrology.

Exhibit A

Area of Shallow Flooding means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood Hazard is the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

Base Flood means the flood having a 1 percent chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE) means the elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year - also called the Base Flood.

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Breakaway Wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Critical Feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Development means any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Elevated Building means, for insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Existing Construction means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1,

Exhibit A

1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an Existing Manufactured Home Park or Subdivision - means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or Flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) the overflow of inland or tidal waters.
- (2) the unusual and rapid accumulation or runoff of surface waters from any source.

Flood Elevation Study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) see Flood Elevation Study

Floodplain or Flood-Prone Area means any land area susceptible to being inundated by water from any source (see definition of flooding).

Floodplain Management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain Management Regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood Protection System means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to

Exhibit A

modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Flood Proofing means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway see Regulatory Floodway

Functionally Dependent Use means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest Adjacent Grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic Structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior;
or
- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior or;
 - b. Directly by the Secretary of the Interior in states without approved programs.

Levee means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and

Exhibit A

operated in accordance with sound engineering practices.

Lowest Floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

Manufactured Home means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured Home Park or Subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean Sea Level means, for purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

New Construction means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Recreational Vehicle means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively

Exhibit A

increasing the water surface elevation more than a designated height.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Special Flood Hazard Area see Area of Special Flood Hazard

Start of Construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program

regulations.)

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

Water Surface Elevation means the height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Sec. 54-42. Lands to which this Article Applies. The ordinance shall apply to all areas of special flood hazard with the jurisdiction of Castroville, TX.

Sec. 54-43. Basis for Establishing Areas of Special Flood Hazard. The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study (FIS) for Medina County, TX," dated May 15, 2020, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) dated May 15, 2020 and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance.

Sec. 54-44. Establishment of Development Permit. A Floodplain Development Permit shall be required to ensure conformance with the provisions of this ordinance.

Sec. 54-45. Compliance. No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations.

Sec. 54-46. Abrogation and Greater Restriction. This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 54-47. Interpretation. In the interpretation and application of this ordinance, all provisions shall be;

- (1) considered as minimum requirements;
- (2) liberally construed in favor of the governing body; and
- (3) deemed neither to limit nor repeal any other powers granted under State statutes.

Sec. 54-48. Warning and Disclaimer of Liability. The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or

Exhibit A

flood damages. This ordinance shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

Section 54-49 through Section 54-60 reserved.

Division 3. Administration

Sec. 54-61. Designation of the Floodplain Administrator. The City Administrator is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management.

Sec. 54-62. Duties and Responsibilities of the Floodplain Administrator. Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

- (1) Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.
- (2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.
- (3) Review, approve or deny all applications for development permits required by adoption of this ordinance.
- (4) Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
- (5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.
- (6) Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is the Texas Water Development Board (TWDB) and also the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- (7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
- (8) When base flood elevation data has not been provided in accordance with Division 3, Section 4-62, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of Division 4.

Exhibit A

- (9) When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
- (10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than 1 foot, provided that the community **first** completes all of the provisions required by Section 65.12.

Sec. 54-63. Permit Procedures.

- (1) Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:
 - a. Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
 - b. Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;
 - c. A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Division 4, Section 54-77;
 - d. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;
 - e. Maintain a record of all such information in accordance with Division 3, Section 54-62;
- (2) Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:
 - a. The danger to life and property due to flooding or erosion damage;
 - b. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - c. The danger that materials may be swept onto other lands to the injury of others;
 - d. The compatibility of the proposed use with existing and anticipated development;
 - e. The safety of access to the property in times of flood for ordinary and emergency vehicles;

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- f. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
- g. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
- h. The necessity to the facility of a waterfront location, where applicable;
- i. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.

Sec. 54-64. Variance Procedures.

- (1) The Appeal Board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this ordinance.
- (2) The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.
- (3) Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.
- (4) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
- (5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.
- (6) Variances may be issued for new construction and substantial improvements to be erected on a lot of 1/2 acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section 54-63 of this Division have been fully considered. As the lot size increases beyond the 1/2 acre, the technical justification required for issuing the variance increases.
- (7) Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance (Division 1, Section 54-28).
- (8) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (9) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (10) Prerequisites for granting variances:
 - a. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - b. Variances shall only be issued upon:

Exhibit A

- i. showing a good and sufficient cause;
 - ii. a determination that failure to grant the variance would result in exceptional hardship to the applicant, and
 - iii. a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - c. Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- (11) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that
 - i. the criteria outlined in Division 3, Section 54-64 are met, and
 - ii. the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

Sections 54-65 through Section 54-75 reserved.

Division 4. Provisions for Flood Hazard Reduction

Sec. 54-76. General Standards. In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

- (1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
- (4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

Exhibit A

- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,
- (7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

Sec. 54-77. Specific Standards. In all areas of special flood hazards where base flood elevation data has been provided as set forth in

- i. Division 2, Section 54-43,
- ii. Division 3, Section 54-62
- iii. Division 4, Section 54-78, the following provisions are required:

- (1) Residential Construction - new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to or above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Division 3, Section 54-63, is satisfied.
- (2) Nonresidential Construction - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.
- (3) Enclosures - new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
 - a. A minimum of two openings on separate walls having a total net area of not less than 1 square inch for every square foot of enclosed area subject to flooding shall be provided.
 - b. The bottom of all openings shall be no higher than 1 foot above grade.

Exhibit A

- c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(4) Manufactured Homes –

- a. Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
- b. Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites
 - i. outside of a manufactured home park or subdivision,
 - ii. in a new manufactured home park or subdivision,
 - iii. in an expansion to an existing manufactured home park or subdivision, or
 - iv. in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- c. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:
 - i. the lowest floor of the manufactured home is at or above the base flood elevation, or
 - ii. the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(5) Recreational Vehicles - Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either

- i. be on the site for fewer than 180 consecutive days, or
- ii. be fully licensed and ready for highway use, or
- iii. meet the permit requirements of Division 3, Section 54-63 and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

Sec. 54-78. Standards for Subdivision Proposals.

- (1) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with Division 1, Section 54-27, 54-28, 54-29 of this ordinance.
- (2) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Floodplain Development Permit requirements of Division 2, Section 54-44, Division 3, Section 54-63; and the provisions of Division 4 of this ordinance.
- (3) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Division 2, Section 54-43 or Division 3, Section 54-62 of this ordinance.
- (4) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
- (5) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

Sec. 54-79. Standards for Areas of Shallow Flooding (AO/AH Zones). Located within the areas of special flood hazard established in Division 2, Section 54-43, are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

- (1) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified).
- (2) All new construction and substantial improvements of non-residential structures;
 - a. have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified

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- in feet on the community's FIRM (at least 2 feet if no depth number is specified),
or
- b. together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO Zone, or below the Base Flood Elevation in an AH Zone, level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.
- (3) A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in Division 3, Section 54-63 are satisfied.
 - (4) Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

Sec. 54-80. Standards for Floodways. Floodways - located within areas of special flood hazard established in Division 2, Section 54-43, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

- (1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
- (2) If Division 4, Section 54-80 above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Division 4.
- (3) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first completes all of the provisions required by Section 65.12.

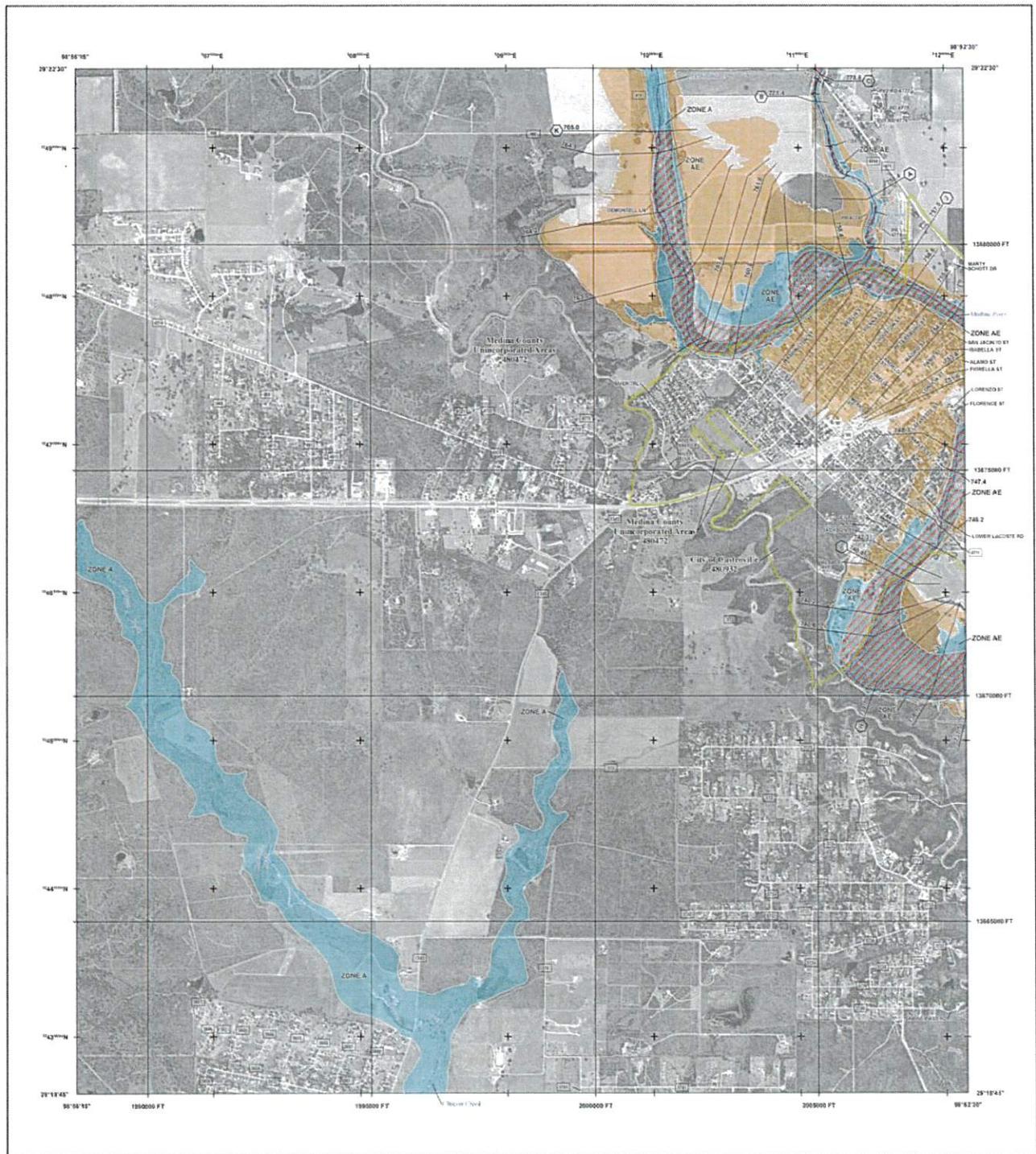
Sec. 54-81. Severability. If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Sec. 54-82. Penalties for Non-Compliance. No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this court order and other applicable regulations. Violation of the provisions of this court order by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this court order or fails to comply with any of its requirements shall upon conviction thereof be fined not

Exhibit A

more than \$500 for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent City of Castroville from taking such other lawful action as is necessary to prevent or remedy any violation.

Section 54-83 through Section 54-90 Reserved.



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT. THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT [HTTPS://MSC.FEMA.GOV](https://msc.fema.gov)

- Without Base Flood Elevation (BFE) Zone AE, X99
- With BFE or Depth Zone AE, AD, AH, VE, AR
- Regulatory Floodway
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee See Notes, Zone X
- Area with Flood Risk due to Levee Zone D
- Area of Minimal Flood Hazard Zone X
- Area of Undetermined Flood Hazard Zone D
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall
- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary

NOTES TO USERS

For information and details about the Flood Insurance Rate Map (FIRM) available products associated with the FIRM, including historic accuracy, the current and date of the FIRM update, how to order products, or the National Flood Insurance Program (NFIP) in general, please visit the FIRM Map Information webpage at 1-877-345-8888 or 877-338-2222 or visit the FIRM Flood Map Service Center website at <http://www.firm.com>. The available products may include previously issued letters of Map Change or Flood Hazard Study Report and/or other services of the map. Many of these products can be viewed or obtained directly from the website.

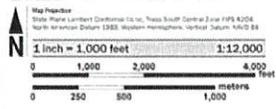
Communities providing flood or adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM index. These may be obtained directly from the Flood Map Service Center at the number listed above.

For community and insurance map applications, refer to the Flood Insurance Study Report for this jurisdiction.

For questions if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 800-638-6625.

Rate map information shown on this FIRM was derived from U.S. Census Bureau TIGER files, dated 2017 and other cartographic information provided by the U.S. Department of Agriculture Farm Service Agency. This imagery was taken in 2015 and may not precisely show a 1-meter ground sample response.

SCALE



PANEL LOCATOR

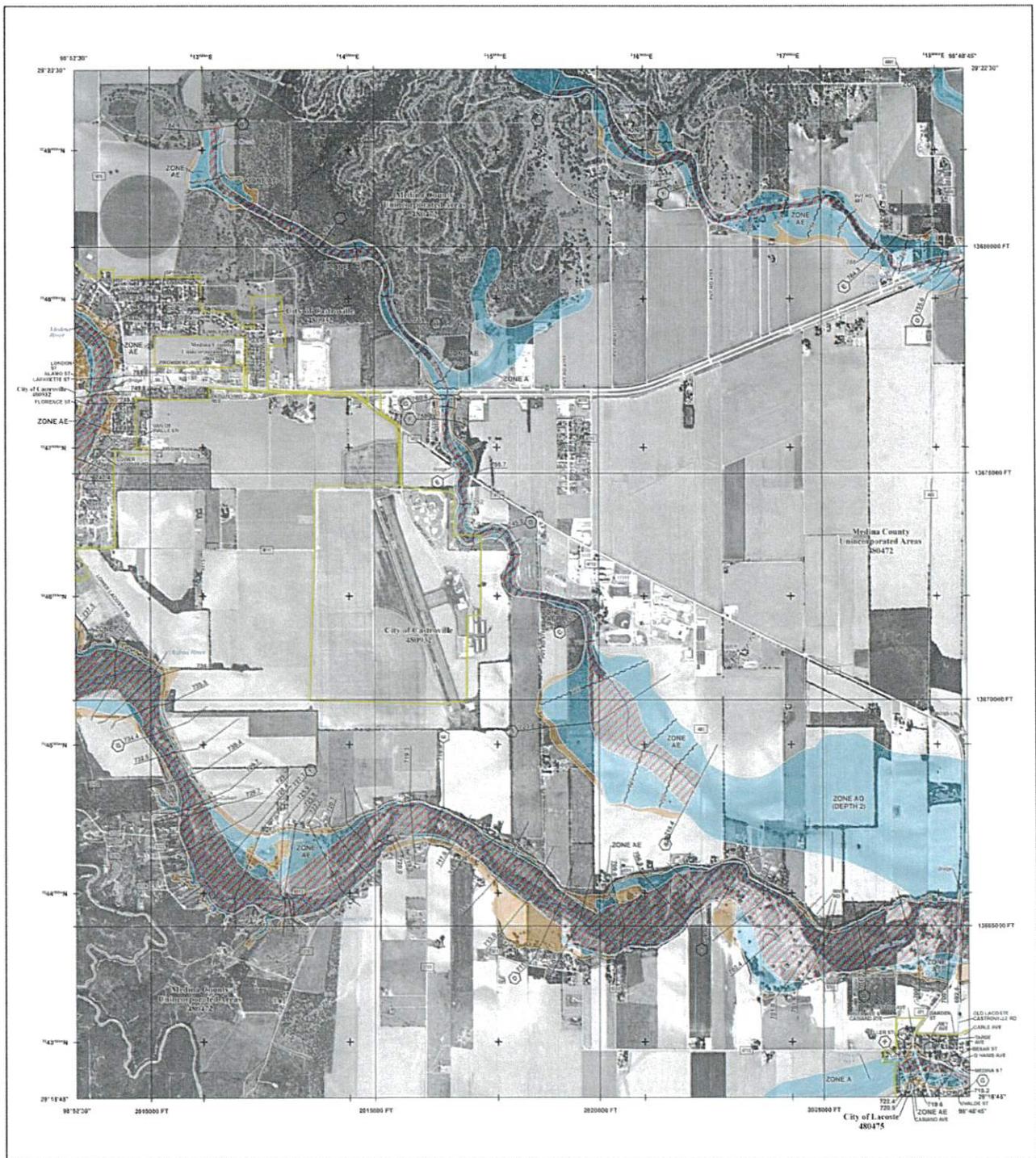


**NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP
MEDINA COUNTY, TEXAS
and Incorporated Areas
RMS: 510 or 850**



Panel Contains:
COMMUNITY: CANTONVILLE, CITY OF MEDINA COUNTY
NUMBER: 510
PANEL: 001
SUFFIX: 0

VERSION NUMBER: 2.6.3.5
MAP NUMBER: 48325005100
MAP REVISION: MAY 15, 2020



FLOOD HAZARD INFORMATION

SEE FIG. REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LIMIT. THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT [HTTPS://NSC.FEMA.GOV](https://nsc.fema.gov)

- SPECIAL FLOOD HAZARD AREAS**
 - Without Base Flood Elevation (BFE) Zone A1, A2, A99
 - With BFE or Depth Zone AE, AO, AH, VE, AR
 - Regulatory Floodway
 - 0.2% Annual Chance Flood Hazard, Areas of 1% Annual Chance Flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
 - Future Conditions 1% Annual Chance Flood Hazard Zone X
 - Area with Reduced Flood Risk due to Levee See Note 1 Zone X
 - Area with Flood Risk due to Levee Zone D
- OTHER AREAS OF FLOOD HAZARD**
 - NO FLOOD
 - Area of Minimal Flood Hazard Zone Y
 - Area of Undetermined Flood Hazard Zone D
- OTHER AREAS**
 - Channel, Culvert, or Storm Sewer
 - Levee, Dike, or Floodwall
 - Cross Sections with 1% Annual Chance Water Surface Elevation
 - Coastal Tronsect
 - Coastal Tronsect Baseline
 - Profile Baseline
 - Hydrographic Feature
 - Base Flood Elevation Line (BFE)
 - Limit of Study
- OTHER FEATURES**
 - Jurisdiction Boundary

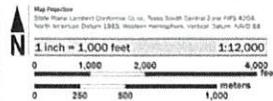
NOTES TO USERS

This information and graphics about the Flood Insurance Rate Map (FIRM), available products associated with the FIRM, including various notices, the current map date for each FIRM panel, that is more products of the National Flood Insurance Program (NFIP) or general access to the FIRM Map Information Center at 1-877-FLOOD-911 (877-336-2622) or visit the FEMA Flood Map Service Center website at <http://www.floodmap.gov>. A digital version of this map may be obtained or obtained directly from the website. Communities providing data to support FIRM panels must obtain a current copy of the alignment related to as well as the current FIRM maps. These may be obtained directly from the Flood Map Service Center or the number listed above.

No guarantee of flood insurance is available in the community until your insurance agent or call the National Flood Insurance Program at 1-800-655-6224.

Base map information shown on the FIRM was derived from U.S. Census Bureau 1:250,000 Scale, 2011 and digital orthorectification provided by the U.S. Department of Agriculture Farm Service Agency. This imagery was taken in 2010 and was processed with a 1-meter ground sample distance.

SCALE



PANEL LOCATOR



FEMA
National Flood Insurance Program

**NATIONAL FLOOD INSURANCE PROGRAM
 FLOOD INSURANCE RATE MAP
 MEDINA COUNTY, TEXAS**
 50472 Unincorporated Areas
 48014 City of Llaneta

Panel 530 of 850

COMMUNITY	NUMBER	PANEL	SUFFIX
CANTONVILLE CITY OF	48014	2630	0
LACROSS CITY OF	48014	2630	0
MEDINA COUNTY	48014	2630	0

VERSION NUMBER: 2.0.3.5
 MAP NUMBER: 48325C0300
 MAP REVISED: MAY 15, 2020

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from small drainage sources of small size. The community map repository should be consulted for source located or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations (BFEs)** and/or **Floodway Data** have been determined, users are encouraged to consult the **Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations** tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRIM. Users should be aware that BFEs shown on the FIRIM represent rounded, whole-foot elevations. These values are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accuracy, flood elevation data presented in the FIS report should be utilized in conjunction with the FISR for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only to areas of U.S. South Atlantic Vertical Datum of 1988 (NAVD 88). Users of this FISR should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study Report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FISR.

Boundaries of the **floodways** were developed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures in this jurisdiction.

The projection used in the preparation of this map was Texas State Plane, Zone 10 North Central (4204). The horizontal datum was NAD83 (GRS80) unwarped. Differences in datum, unwarped projection, or State Plane zones used in the production of FISRs for adjacent jurisdictions may result in slight, nonuniform differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FISR.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to absolute and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geospatial Vertical Datum of 1988 and the North American Vertical Datum of 1988, visit the National Geospatial Survey website at <http://www.ngs.noaa.gov> or contact the National Geospatial Survey at the following address:

NGS Information Services
 NGA4 1052512
 National Geospatial Survey, 55MC-3, #1002
 1316 East-West Highway
 Silver Spring, Maryland 20910-3282
 (301) 715-3242

To obtain current elevation description and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geospatial Survey at (301) 713-3242 or visit their website at <http://www.ngs.noaa.gov>.

Base map information shown on this FISR was derived from multiple sources. This information was compiled from the U.S. Geological Survey's 1989 and 1999 National Geospatial Survey, 2004 and U.S. Census Bureau, 2003. Additional information was photogrammetrically compiled at a scale of 1:3,000 from Texas Natural Resource Information System aerial photography dated 2004.

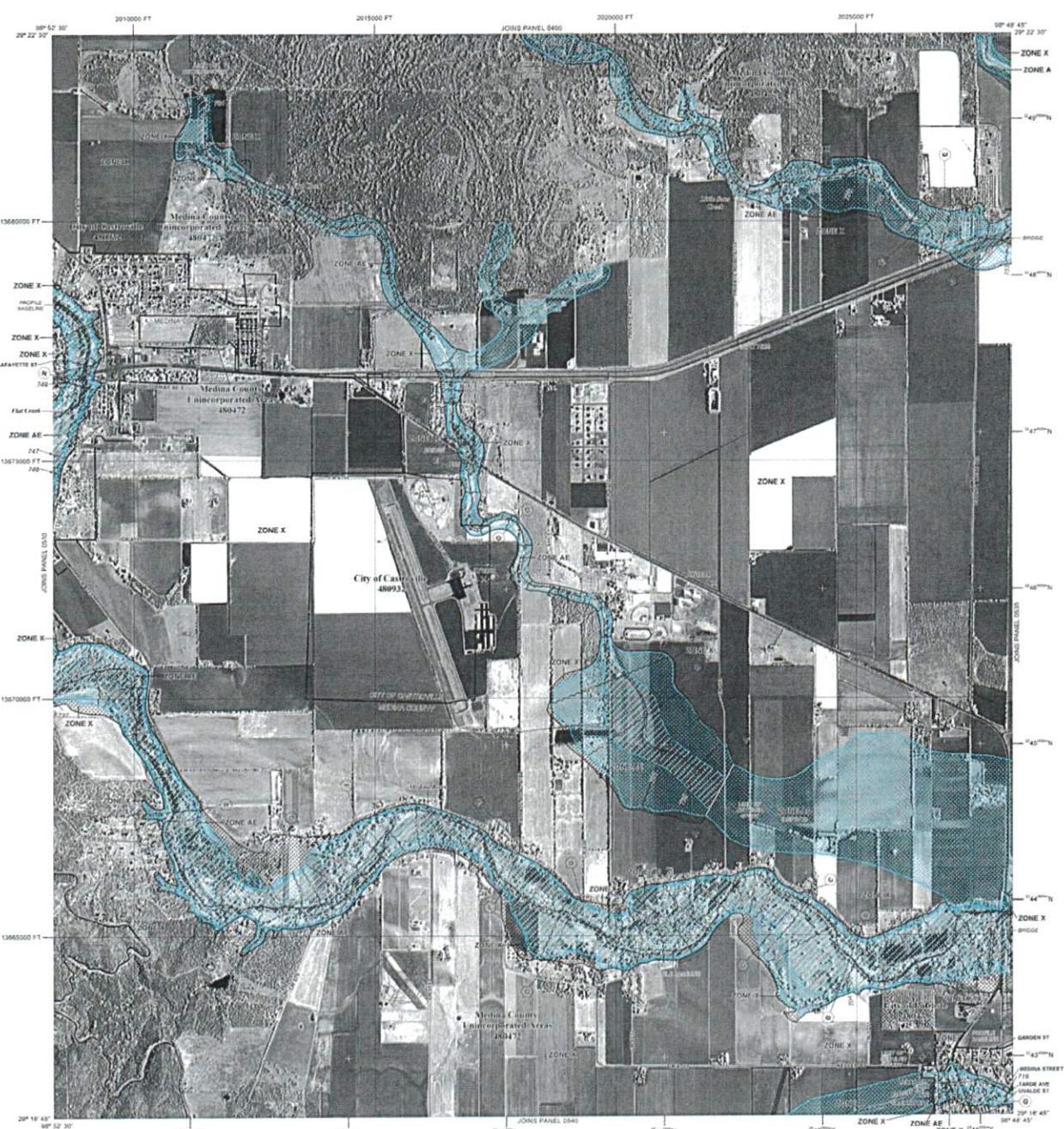
This map reflects more detailed and up-to-date stream channel configurations than those shown on the previous FIRIM for this jurisdiction. The floodways and floodways that were translated from the previous FISR may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report reflect current authoritative hydraulic data; may reflect stream channel changes that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels, community map repository addresses, and a listing of Communities with National Flood Insurance Program files for each community as well as a listing of the panels on which each community is located.

For information on available products associated with this FISR visit the FEMA Map Service Center website at <http://mfc.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the MFC website.

If you have questions about this map, how to order products or the National Flood Insurance Program in general, please call the FEMA Map Information Exchange at 1-877-FEMA-MAP (1-877-336-2673) or visit the FEMA website at <http://www.fema.gov>.



LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHA) SUBJECT TO IMBIGATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood) area shown in the base panel is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area in the area subject to flooding by the 1% annual chance flood, **Coastal Flood Elevation** is the water surface elevation of the 1% annual chance flood.

ZONE A No Base Flood Elevations determined
 Base Flood Elevation Determined

ZONE AE Flood depths of 1 to 3 feet (usually areas of ponding). Base Flood Elevation Determined

ZONE AO Flood depths of 3 to 7 feet (usually areas of ponding, average depth, average depth). The areas of shallow flood depths, average depth, average depth.

ZONE AH Special Flood Hazard Areas (SFHA) subject to flooding by the 1% annual chance flood by a flood control system that has a 1% annual chance of being installed. The areas of shallow flood depths, average depth, average depth.

ZONE A99 Areas to be protected from 1% annual chance flood by a Federal Flood Insurance System under construction. No Base Flood Elevation Determined.

ZONE V0 Coastal Flood zone with variable hazard (wave action). Base Flood Elevation Determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment to allow the 1% annual chance flood to be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE B Areas of 0.2% annual chance flood, areas of 1% annual chance flood with average depths of less than 1 foot or with depths, where the depth is greater than 1 foot, and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE A Areas determined to be outside the 1% annual chance floodway. Areas in which flood depths are not indicated.

COASTAL BARRIER RESOURCES WITH ZONE A AREAS

OTHERWISE PROTECTED AREAS (OPA)

LEVEES and OPA are normally located within adjacent to Special Flood Hazard Areas.

Coastal Barrier Resource System (CBRS) boundary
 1% annual chance floodway boundary
 Floodway boundary
 Zone A boundary
 CBRS and OPA boundary
 Boundary showing Special Flood Hazard Areas of different base flood elevations, flood depths or flood return periods
 Base Flood Elevation table value location within zone
 Base Flood Elevation table value location within zone
 *Referencing to the North American Vertical Datum of 1988

1. Cross section line
 2. Transverse line

Geographic coordinates referenced to the North American Datum of 1983 (NAD 83) datum
 2000-meter Universal Transverse Mercator grid values, zone 10
 2000-foot grid values, Texas State Plane coordinate system
 State Plane zone (FIPS/USGS AD501), Transverse Mercator
 Search mark (see explanation in Notes to Users section of this FISR report)

MAP INFORMATION

Refer to Map Repository for Map Index

EFFECTIVE DATE OF COUNTRY-WIDE FLOOD INSURANCE RATE MAP: APRIL 3, 2012

EFFECTIVE DATES OF ADJUSTMENTS TO THIS PANEL:

For community map revision history, please refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-485-6275.

MAP SCALE 1" = 1000'

0 1000 2000 FEET
 0 1000 2000 METERS

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0530C

FIRM

FLOOD INSURANCE RATE MAP

MEDINA COUNTY, TEXAS AND INCORPORATED AREAS

PANEL 530 OF 850

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTINUAL	COMMUNITY	NUMBER	PANEL	SUFFIX
REVISION 1.0 (2012)	4832C0530C	001	001	
LAURENCE, TONY L.	001	001	001	

MAP NUMBER: 4832C0530C

EFFECTIVE DATE: April 3, 2012

Federal Emergency Management Agency

Debra Howe

From: Phyllis Santleben
Sent: Friday, May 8, 2020 8:59 AM
To: Debra Howe
Subject: RE: Draft Agenda for 05-12-2020

Citizens living on Athens and Madrid respectfully ask that there be a traffic study to stop caregivers from running the Stop signs by the elementary school, as well as strict enforcement of the No Cell Phone ordinance at the elementary school.

Request speed bumps as the majority of those going to elementary school are running the Stop signs while talking or texting on cell phones:

-2 bumps on Athens from HWY 90 to Houston Street.

-1 bump from HWY 90 on Madrid Street toward school to stop sign at Algiers Street

People are coming off HWY 90 at a high rate of speed with kids in car and are on their cellphones despite the law Request that No Cell Phone ordinances be enforced especially in School Zones. These citizens are literally in the middle of the traffic and are intent on ensuring serious accidents do not occur.

Respectfully,

Castroville residents on Athens and Madrid Streets by the elementary school.

Sent from [Mail](#) for Windows 10

From: [Debra Howe](#)
Sent: Thursday, May 7, 2020 4:51 PM
To: [Phyllis Santleben](#); [Leroy Vidales](#); [Cynthia Trevino \(cxtrevino@rampagelaw.com\)](#)
Subject: Draft Agenda for 05-12-2020

Here is the draft for next Tuesday's meeting. Also I have yet to hear from Sheena and I assume she will let me know tomorrow but the majority are good with 5pm for the meeting. Still be called a Special but just due to the time. Mayor on the agenda you will see it a little different because of what Devin turned in. It is for action so that is why it is not shown as an update like we talked about.

We can discuss further tomorrow when you come in.



CITY COUNCIL AGENDA REPORT

DATE: May 6, 2020

AGENDA OF: May 12, 2020

DEPARTMENT: City Administration

SUBJECT: Discussion and possible action on a request from the Chamber of Commerce to provide funding for banners for graduation seniors in the amount not to exceed \$1,000

RECOMMENDATION: Approval of request from the Chamber of Commerce for funding not to exceed \$1,000 from general fund

BACKGROUND/DISCUSSION: Received the following request from Crystal Molina, Chamber of Commerce on 04/23/2020:

I would like to add an item to the April 30th agenda to be presented for vote on behalf of the Chamber. Joan, one of my directors, and I have been working on banners to be displayed in town to honor the seniors graduating this year. As you know, they are not only not having graduation, they are also missing out on ALL of the once in a lifetime experiences that come with being a senior.

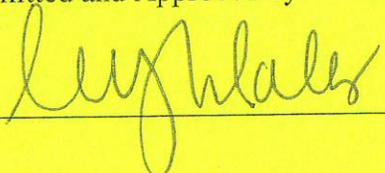
We are requesting \$1,000 to \$1,500 from the City to pay for these banners. We do not have an exact figure at this time because the manufacturer hasn't given us one yet. If they do before the meeting, it can be presented.

I know this will make a great impact and a huge difference for the seniors in Castroville as well as the community of parents who are trying to make the best of this situation to see that our City and City Council is supporting them through this.

FISCAL IMPACT/SOURCE OF FUNDING:

General Funds – City Council Special Activities Fund 10-52108-790

Submitted and Approved by:

 5.6.20

Interim City Administrator/Finance Director



CITY COUNCIL AGENDA REPORT

DATE: May 08, 2020

AGENDA OF: May 12, 2020
DEPARTMENT: City Secretary
SUBJECT: Appointing Official Newspaper

RECOMMENDATION: Consider and appropriate action on appointing Castroville/Hondo Anvil as the city's official newspaper.

BACKGROUND:

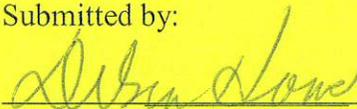
As per Local Government Code Section 52.004 Official Newspaper the City Council shall appoint an official newspaper at the beginning of each fiscal year. The Castroville News Bulletin is currently the official newspaper but due to the closing of the business the city must appoint a new official paper to meet legal requirements.

DISCUSSION:

FISCAL IMPACT/SOURCE OF FUNDING:

FY20 Budget based on current rates of the news bulletin but will be reevaluated for next year.

Submitted by:



Approved by:

ATTACHMENTS/ADDITIONAL INFORMATION:

- Ordinance to appoint official newspaper

ORDINANCE NO. _____

AN ORDINANCE UPDATING CHAPTER 2, ADMINISTRATION, ARTICLE I, IN GENERAL, SECTION 2.2, OFFICIAL NEWSPAPER, OF THE CODE OF ORDINANCES, CITY OF CASTROVILLE, TEXAS, ESTABLISHING AN OFFICIAL NEWSPAPER FOR THE CITY.

WHEREAS, Texas Local Government Code section 52.004 requires that the city council of a Type A city designate its official newspaper by resolution or ordinance; and

WHEREAS, the previously designated newspaper has closed its business thereby requiring the designation of an official newspaper; and

WHEREAS, City Council finds and determines that the staff recommendation on designation complies with state law requirements; and

NOW, THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF CASTROVILLE, TEXAS.

Section 1. Amendatory Article as show below:

CHAPTER 2, ARTICLE I, SECTION 2.2 is hereby updated and shall henceforth read as follow:

Sec. 2.2 Official newspaper

(a) In accordance with V.T.C.A., Local Government Code § 52.004, the Castroville/Hondo Anvil is hereby designated the official newspaper of the city effective May 12, 2020 due to the closing of the Castroville News Bulletin.

(b) All ordinances, notices and other matters required to be published by law or by ordinance of the city shall be published in the Castroville Anvil.

Section 2. That the recitals contain in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.

Section 4. The repeal or amendment of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue or as affecting any rights of the City of Castroville under any section or provisions of any ordinances in effect at the time of passage of this ordinance.

Section 5. The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.

Section 6. That it is officially found, determined and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 7. This ordinance shall take effect immediately upon its passage, approval and official publication as provided by law.

PASSED AND ADOPTED this 12th day of May, 2020.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney



CITY COUNCIL AGENDA REPORT

DATE: May 08, 2020

AGENDA OF: May 12, 2020

DEPARTMENT: City Secretary

SUBJECT: Cancelling regular scheduled council meeting on May 26, 2020

RECOMMENDATION: Discussion and consideration on cancelling regular scheduled council meeting for May 26, 2020.

BACKGROUND:

The City Council for the last several years cancelled the second meeting in May due to the proximity to the Memorial Day.

DISCUSSION:

Consider cancelling the May 26, 2020 regular scheduled meeting. .

FISCAL IMPACT/SOURCE OF FUNDING:

None.

Submitted by:

Albin Stone

Approved by:

ATTACHMENTS/ADDITIONAL INFORMATION:



CITY COUNCIL AGENDA REPORT

DATE: 04 May 5, 2020

AGENDA OF: 12 May 2020

DEPARTMENT: Airport

SUBJECT: Airport Timeline Presentation

RECOMMENDATION: Informational Brief – No Recommendation

BACKGROUND: On 24 March 2020, the Airport Manager was tasked to give a presentation to council outlining specific topics.

FISCAL IMPACT/SOURCE OF FUNDING: Saved significant taxpayer dollars by completing this report in-house. (+\$26,000)

ATTACHMENTS: A lot!

Submitted by: David Kirkpatrick, Airport Manager



Approved by:

AIRPORT PROPERTY ANALYSIS

EXECUTIVE SUMMARY

This summary provides a concise response to Castroville City Council direction tasking the Airport Manager to provide answers to questions about continuing City Airport property issues. The specific tasking is contained in an e-mail from Interim City Administrator Leroy Vidales to Airport Manager David Kirkpatrick, March 30, 2020.

Summarize what you currently have regarding the airport

The requirements the City must comply with regarding its Airport were clearly spelled out and agreed to by the City in the property transfer from the Federal Government in 1949 and have remained in effect throughout the history of the Airport. This fact is documented in City Council minutes, City correspondence, and legally binding agreements the City has made with State and Federal governments, and business operators at the Airport.

Consult with all active parties and the actions of what has been taken over the past few decades.

This report was prepared while conferring with TXDOT Aviation Division and FAA experts to review what the city has agreed to in the past, as well as understand our current obligations going forward. Previous City Council Members and Mayors have explained the context influencing decisions and confirmed our understanding of Federal requirements. Tenants and Airport Advisory Board members have guided Council decisions. The Board maintains a readily available on-going written history of the Airport. The City Public Works department actively supports day-to-day operations at the Airport and provided data and information to answer questions posed by City Council.

Ownership of well and minerals extracted

As certified on Airport land maps from TXDOT grant applications over the years, the City owns the well as part of the Airport property. The City also owns rights to ground water under Airport land with all revenues going to the Airport Account in accordance with the deed and further clarified in FAA Policy Notice of February 16, 1999, Policy and Procedures Concerning the Use of Airport Revenue.

How many acre-feet are we allowed to pump?

As established with the Edwards Aquifer Authority (EAA) the City is authorized to pump 236 acre-feet of Unrestricted Irrigation Groundwater (UIG), currently leased to City Public Works, and 236 acre-feet of Base Irrigation Groundwater (BIG), currently part of the agricultural lease with Carpe Diem Farms. As part of the acquisition of land in 2014 to extend the runway the City gained 28.7 acre-feet of BIG currently not aligned to irrigation.

How many gallons or acre-feet does the baseball, farmer, and airport use individually

Out of 201.37 acre-feet produced by the Airport well in calendar year 2019, the ball fields used 2.72 acre-feet (886,314.72 gallons); Carpe Diem Farms used 197.41 acre-feet (64,326,245.91 gallons); and the Airport used 1.24 acre-feet (404,055.24 gallons).

Does the City pay to use the well?

No, the Airport Account is not paid for use of the Airport well by any other City account. The well is operated by the Agricultural Lessee for irrigation. Incidental to this operation, a small portion of the water (2.7%) also furnishes the needs of the Airport and ball fields. The Airport Account pays the Utility Account monthly at the standard service rate for water used by the Airport. In 2014 the City Utility Account paid the Airport Account \$320,096.00 as compensation for a ten-year lease of water rights to 236 acre-feet of Airport Unrestricted Irrigation Groundwater (UIG) per year.

Ownership of the Airport:

The City of Castroville was deeded ownership of the Airport on July 26, 1949, as recorded in Medina County Deed records, February 4, 1950. Transfer was made at no monetary cost to the City, but contractually obligated the City to use the property for aviation.

Timeline history to include the following:

Deed: (see previous answer);

Installation of Airport well: September, 1973;

Financing: The City is required to operate the Airport for public use aviation, on a self-sufficient basis, with all revenue generated going to sustainment of the Airport.

Obligation to Baseball Field: Any formal agreements with the baseball league about use and/or maintenance of baseball fields particularly involving water: The current agreement with Medina Valley Youth Baseball Association (MVYBA) includes provisions for watering fields, up to 12 acre-feet per year.

All projects that have been federally and state funded: The TXDOT Project Summary included in this report lists all Castroville Airport projects that have been funded with State or Federal dollars since 1975.

Report must be factually based on verifiable and documented information

All historical correspondence, legal documents, and actions by parties involved in the Airport over the years bear out the fact that the City owns all of the Airport land, and revenue produced from Airport land must go to the City Airport Account in the interest of keeping the Airport financially self-sustaining. The City has certified this to TXDOT multiple times as part of the grant process funding numerous projects.

AIRPORT PROPERTY ANALYSIS

This report responds to Castroville City Council direction tasking the Airport Manager to provide Council with answers to a number of questions associated with continuing Airport property issues. The specific tasking is contained in an e-mail from Interim City Administrator Leroy Vidales to Airport Manager David Kirkpatrick, March 30, 2020 (Attachment 1).

It also addresses similar topics contained in a proposed Resolution the Council considered and discussed at their March 24th meeting, prior to concluding that the property issues should be addressed in the tasking given to the Airport Manager. The related topics are: history of the Castroville Airport; relationship between City and Airport; status of contractual relationships and resultant limitations on use of Airport property; and recommendations regarding future use of Airport property and Airport management.

This Airport Property Analysis is not a comprehensive airport business plan, master plan, or development study, which require specialized airport planning capabilities encompassing much more time and money to accomplish. Investment in a professional airport planning study of this type is an expensive proposition. A more affordable approach used by small airports is to develop/update their airport master planning through a Federal Aviation Administration (FAA) approved Airport Layout Plan (ALP). The Castroville Airport ALP is currently being updated with Texas Department of Transportation (TXDOT) assistance, and is explained later in this report.

This document is organized by topic to follow the Interim City Administrator's tasking to the Airport Manager. Additional information relating to the proposed Resolution topics is inserted where relevant and not beyond the scope of the tasking.

Summarize what you currently have regarding the airport

Definitive answers to the questions raised by City Council are readily available in City documents and records, explained by Federal and State policy directives, and spelled out in City correspondence and agreements over the life of the Airport. The answers are the same as they were when the Airport property was transferred to the City, more than 70 years ago. Over the years some citizens and City officials have misunderstood what the City committed to 1949, and what is required to operate a public use Airport. Unfortunately, some may also advocate actions which violate City obligations, are

detrimental to Airport development, and undermine the potential benefits of the Airport to the City, the State, and the Nation.

During World War II the airfield now serving as the Castroville Municipal Airport was used by the US Army for aviation training. The Federal Government acquired land and avigation easements from 14 land owners in the early Forties to build two dirt landing strips, and create Auxiliary Field #3 to Kelly Army Air Field (now Port San Antonio)

Recognizing the strategic advantages of a continuing aviation capability following the U.S. victory in the War, Congress and President Truman moved to establish a planned system of civilian airports throughout the country. To expedite the disposition of Government surplus airfields, Congress passed Public Law 289 in 1947 modifying the Surplus Property Act of 1944. The stated intention of PL 289 was to foster the development of civilian aviation and preserve a strong, efficient, and properly maintained system of airports for national defense (Attachment 2).

Property transferred under PL 289 was to be used for public aviation, unless the Civil Aeronautics Administration (CAA) consented to a non-aviation use that would not adversely affect the airfield. This legislation set forth rules and policy for the CAA (later FAA) with respect to Airport property, operations, and financial management. The law further required that grantees receiving transferred airfield facilities protect aerial approaches and prevent creation of future airport hazards. The City's contractual obligations in accepting transfer of Kelly Auxiliary Field #3 property for use as the Castroville Municipal Airport were clearly communicated to the City by letter from the CAA in 1948 (Attachment 3). City Council voted unanimously to approve transfer of the airfield and accept the provisions of PL 289 (Attachment 4).

Section 13 (g) of the Surplus Property Act of 1944, which was continued in effect by section 602(a) of the Federal Property and Administrative Act of 1949 and amended by Public Law 311 in 1949, authorizes the conveyance or disposal of all right, title, and interest of the United States in and to any surplus real property to any State, political subdivision, municipality or tax-supported institution without monetary consideration to the United States. These provisions were incorporated in the Deed of July 26, 1949, and recorded by Medina County February 4, 1950 (Attachment 5), transferring the Airport property from the Federal Government to the City of Castroville.

Airport land conveyed as surplus, such as Kelly Auxiliary Field #3 was to the City of Castroville, is "dedicated" or federally obligated property for airport purposes in perpetuity (forever). The obligations incurred under the conveyance are intended to protect Federal taxpayer investment in the property. These facts have continued throughout the life of

the Airport. They are historically documented and acknowledged throughout the City's correspondence, City Council meeting minutes, and legally binding agreements the City has made with State and Federal governments, and business operators at the airport.

Unfortunately, there have been instances throughout the history of the Airport in which effort was made to disregard the City's obligations. In City Council minutes of August 13, 1974, the City Attorney incorrectly stated that nothing in the deed prohibited using money derived from the Airport for any purpose designated by the City. Minutes from the August 27, 1974 Council meeting then document that previous FAA letters from 1959, 1965, and 1968 stated that agriculture lease revenue be used only for operation, maintenance, or improvement of the Airport.

The City Secretary followed up with a call to the FAA, and the FAA sent a letter to the City dated September 6, 1974 once again clarifying policy concerning use of revenue derived from land transferred under Public Law 289. (Attachment 6). The FAA points out that in accepting the airfield in 1949, the Mayor pledged that the City would assure that all income produced by the transferred property be used for the Airport.

The FAA letter acknowledged that this revenue requirement was not required by rule or regulation, but definitely FAA policy they intended to enforce. The City was reminded that use of the property for any non-aviation purpose must be approved by the FAA, and unless the revenue is used for aviation, the FAA will not approve a non-aeronautical use. On April 16, 1999 the FAA issued an Airport Revenue Policy Notice, clarifying the original Congressional intent of PL 289, and more definitively establishing the legal basis for their airport revenue policy. The FAA Notice is discussed later in this report.

Given the City's obligations under the deed, what is the relationship between the City and the Airport? Airport finances must be segregated from other City accounts and Airport money not co-mingled with other City functions, but neither Airport nor City should be thought of separately from the other. In a sense, the Airport is the City and the City is the Airport. Managing money between the Airport Account and other City Accounts such as Public Works account(s) or Parks & Recreation account(s), are simply financial accounting functions internal to the City, not transactions between separate independent government jurisdictions or entities.

Just as it is important to refrain from viewing the Airport as its own independent organization, it is equally important to understand that the Airport is not a City owned and operated business for profit. The Airport is not a "profit center" providing direct financial benefit to citizens to subsidize other City programs. This contrasts with some City utilities which operate at a profit, generating revenue used for various other City purposes.

It is more accurate to think of the Airport as a City owned and operated transportation utility with Federal restrictions on the use of the revenue generated from Airport operations such as hangar leases, agricultural leases of Airport land, fuel sales, and Federal fuel taxes. These revenues flow to the City Airport Account for a legitimate local governmental activity, the operation and development of the City's Airport, and no other City activities. At the same time Federal law requires that the Airport be self-sustaining and not a drain on City taxpayers.

The Airport is an economic engine enabling business growth, corresponding commercial activity, and expanded tax revenues to the City. This was the case in 1949 when the Castroville City Council unanimously approved transfer of the airfield to the City, agreeing to the obligations and accepting the reservations and restrictions set forth in the deed. The benefits of the City-owned Airport are greater today, and potentially even more so into the future.

Consult with all active parties and the actions of what has been taken over the past few decades.

This report was prepared while conferring with TXDOT Aviation Division and FAA experts to review what the City has agreed to in the past, as well as understand our current obligations going forward. For many years the Airport was operated by an Airport Administrative Committee, which transitioned to an Airport Advisory Board as the City contracted with a Fixed-Based Operator (FBO) to run the Airport and eventually hired a City employee as Airport Manager.

Airport Administrative Committee and Airport Advisory Board members, past and present have been very active guiding the Airport consistent with FAA requirements. They also have provided valuable insight of actions taken, events leading to certain City Council decisions about the Airport, and why they were made. The Airport Advisory Board maintains a factual, on-going written history of the airport, which has frequently been presented to Council and is readily available upon request.

Several previous Council Members and Mayors have explained many details about the issues they faced and provided the historical context influencing decisions made. Furthermore, these past city leaders confirmed our understanding of Federal requirements and the City's obligations regarding the Airport.

Our Airport is blessed with a number of long-standing tenants who take pride in the Airport and are committed to supporting efforts to sustain and develop aviation to the betterment

of the City. Their collective aviation experience, knowledge of past Airport successes and failures, and perspective on issues addressed in this report are invaluable. The City Public Works department actively supports day-to-day operations at the Airport and provided data and information to answer questions posed by City Council.

Aviation, airport, and infrastructure consultant, TRIGON Consulting, has analyzed, validated, integrated, and explained much of the information in historical correspondence, the meaning of CAA and FAA policy directives, and helped research key elements of information defining answers to Council questions.

Note that some documentation refers to the Civil Aeronautics Administration (CAA). The Federal Aviation Act of 1958 created the Federal Aviation Agency which replaced the CAA, and picked up authority for aviation and airport policy. The Federal Aviation Agency later became the Federal Aviation Administration (FAA) which we have today.

The United States Air Force (USAF) Air Education and Training Command's History Office was contacted with respect to the Federal Government acquiring land for Kelly Auxiliary Field #3. They also provided insight into Army Air Corps training operations during the World War II, Air Force training during the Korean War, and their work with the City to transfer the airfield for use as Castroville's municipal airport.

Ownership of well and minerals extracted

Who owns the well at the Airport? The City owns the well as part of the Airport property under the Airport Account (not the City Public Works Utility Account). Successive City administrations have certified this on Airport Property Maps submitted as part of every grant application the City has made to TXDOT over the years (Attachment 7).

Throughout the Sixties, the Airport operations were significantly constrained by an unreliable water supply (Attachment 8). The City replaced an inadequate shallow well at the Airport by installing a deep Edwards Aquifer well (636 ft) in 1973. The deep well provided ample water for Airport operations and development, and enabled generation of additional aviation revenue through irrigation of Airport land leased for farming when not in aviation use. Consistent with Public Law 289, the enhanced revenue from irrigated leases has improved Airport facilities and helped make the Airport self-sustaining.

Who owns rights to the water from the well? The City through its ownership of the Airport owns rights to ground water under Airport land, but all revenues derived from this Airport water must be accounted for separately in the Airport Account. The definitive answer to this question is found in the FAA Notice of February 16, 1999, Policy and Procedures

Concerning the Use of Airport Revenue, Federal Register, Volume 64, No. 30, page 7702, Royalties From Mineral Extraction (Attachment 9).

This FAA decision is clear that the definition of airport revenue includes "...the sale of sponsor-owned mineral, natural, agricultural products, or **water** to be taken from the airport." And the FAA further states: "...mineral and **water rights** represent a part of the airport property and its value. Just as proceeds from the sale or lease of airport property constitute airport revenue, proceeds from the sale or lease of a partial interest in the property – i.e. **water** or mineral rights – should also be considered airport revenue." The City's Airport Account owns rights to the water and revenue derived from its extraction.

How many acre-feet are we allowed to pump?

As established with the Edwards Aquifer Authority (EAA) under water rights accruing to the Airport land, the City is authorized to pump 236 acre-feet of Base Irrigation Groundwater (BIG), and 236 acre-feet of Unrestricted Irrigation Groundwater (UIG). See Attachment 10, Edwards Aquifer Authority Initial Regular Permit (September 15, 2008).

Water rights to the 236 acre-feet of BIG (base groundwater) are tied to the irrigated acreage the Airport currently leases for agriculture. Rights to the 236 acre-feet of UIG (unrestricted groundwater) are leased to the City Public Works Utility Account through 2023. This ten-year water rights lease constitutes the Airport Account payment for funds transferred from the Utility Account to the Airport Account in 2014 and used as the City's matching funds to obtain the TXDOT grant money restoring the runway to its former length of 5000 feet and the Airport's capability to sell Jet-A fuel. With the City's purchase of 31 acres to extend the north end of the runway in 2014, an additional 28.7 acre-feet of BIG were acquired by the City as Airport property. These water rights are tied to the land but currently not used for irrigation.

How many gallons or acre-feet does the baseball, farmer, and airport use individually

Out of 201.37 acre-feet produced by the Airport well in calendar year 2019, the ball fields used 2.72 acre-feet (886,314.72 gallons); Carpe Diem Farms used 197.41 acre-feet (64,326,245.91 gallons); and the Airport used 1.24 acre-feet (404,055.24 gallons).

Does the City pay to use the well?

No, the Airport Account is not paid for use of the Airport well by any other City account. The Airport well, operated by the agricultural Lessee (Carpe Diem Farms), furnishes water for their irrigation. A small portion of the water produced (2.7%) also serves the

needs of the Airport and MVYBA ball fields. The Airport Account pays the Utility Account for the water used by the Airport on a monthly basis at the standard service rate.

Carpe Diem cultivates 107 acres of dry land, and 236 acres under irrigation. They are authorized to use up to 236 acre-feet per annum of City Base Irrigation Groundwater (BIG) water rights tied to this Airport land. Under the terms of the City's lease of Airport land, Carpe Diem is responsible for the cost of all labor, fuel, and utility services (electric bill) for the Airport well (Attachment 11). They are also responsible for repairing, replacing, and/or maintaining the irrigation/water system the Lessee uses to irrigate. Their irrigation uses roughly 97.3% of the water from the well.

On November 12, 2013 City Council approved a lease of 236 acre-feet of Airport Account water rights (UIG) to the Utility Fund (Attachment 12). The lease runs for ten years commencing January 1, 2014 and continuing through December 31, 2023. City Council determined the annual value of rights to an acre-foot of water to be \$136.00 over the ten-year lease, with no inflation adjustment over time. Under this lease the resulting lump sum of \$320,960.00 was transferred from the Utility Account to the Airport Account as compensation for the UIG water rights. The City then applied this money as their match to secure TXDOT funding restoring the runway length to its original 5000 feet and establishing Jet-A fueling capability at the Airport.

In a separate but related financing matter, City Council authorized a short-term loan of \$124,000.00 from the Water Acquisition Fund to the Utility Fund to help cover the lump sum \$320,960.00 payment going to TXDOT through the Airport Account. The in-house loan called for the Utility Account to annually pay \$31,000.00 to the Water Fund Account over four years (2015 to 2018). This reimbursement has been completed.

The annual Utility Fund payment of \$31,000 was not a payment to use the well at the Airport, since the City already owned the well, but the well is not connected to the Public Works distribution system as a water source. The payment was merely reimbursing the Water Acquisition Fund for the money it loaned the Utility Fund in 2014 to acquire ten years of water rights associated with Airport land. Public Works can pump additional Edwards water under these rights as needed from any of the City's distribution system wells. The City can also further lease these water rights to other Edwards Aquifer users, as was done in 2014 with the City of Natalia.

The Texas Department of Health (TDH), on behalf of the Texas Water Commission, noted a number of deficiencies with the Airport well in 1991 during a sanitary survey of the City water system. As stated by TDH: "Since the airport water system is owned and operated by the City of Castroville, we considered it part of the City's Public Water System (PWS).

We also understand you plan to tie this well into your main system in the next six to nine months". In response the City moved to make improvements to the Airport well, and acknowledged plans to connect the Airport well to the rest of the City water system.

The Texas Water Commission followed up in 1992 by reiterating the numerous areas of noncompliance, and determined that the Airport well was actually a separate non-community Public Water System since it had not been made a part of the rest of the City water system. As such, the Airport well would have to be brought up to more stringent PWS standards, and it was assigned a separate identification number for sampling and compliance purposes.

The City requested a re-classification of the Airport well in 1993 from a Noncommunity Water System to a Community Water System for the City, based on more definitive City plans to run a line from the well connecting to the existing City Public works distribution network (Attachment 14). To date, the Airport well has yet to be integrated into the Public Works water distribution network, and must still be operated as a separate non-community Public Water System.

Ownership of the Airport:

Who owns the airport? The City of Castroville owns the Castroville Municipal Airport. The 458-acre airfield formerly known as Kelly Auxiliary Field #3 and used for aviation training by the Army during World War II, was deeded to the City by the United States of America, War Assets Administration on July 26, 1949, as recorded in Volume 147, pages 264-270, Medina County Deed Records on February 4, 1950 (Attachment 5). This transfer was made under the provisions of Public Law 289 passed by Congress July 30, 1947.

While transfer was made at no monetary cost to the City, it contractually required the City to comply with a number of restrictions on the use of the property. Prominent among these are that the airfield be used for public use aviation, and as the Airport Sponsor the City is responsible for operating the Airport to CAA/FAA standards. Additionally, Federal policy requires: that Airport finances are segregated and no Airport monies co-mingled with other City accounts; that all revenues generated from Airport property go to the Airport Account; and that operation of the Airport be financially self-sustaining. By a unanimous vote of City Council in 1949, the City of Castroville agreed to abide by all deed restrictions (Attachment 4).

Why must financial management of the City-owned Airport property be separated from other City finances? As set forth in the deed and further established in each Federal and State grant funding maintenance, repair, or improvements at the airport, the City has

agreed to operate the Airport for the purpose of public use aviation, account for financial matters separate from other City accounts, and retain all revenue derived from Airport property and activities for the operation, sustainment, and development of the Airport.

Who owns the land on which the Medina Valley Youth Baseball Association (MVYBA) ball fields were built? The City owns the 18 acres of Airport land MVYBA occupies under a lease with the City. As set forth in the Airport deed restrictions and consistent with FAA rules, this non-aviation usage must reimburse the Airport Account for the fair market value of the land. Since 2014 the City Parks and Recreation Account has annually transferred \$8156.00 to the Airport account to satisfy this requirement.

This non-aviation use of Airport land has existed by City contract with the MVYBA since 1973. TXDOT has no record, however, of the formal Land Release required by the FAA for non-aviation use of Airport land obligated for aeronautical purposes. Property not needed for present or future aeronautical purposes, requires an amendment to, or a release from the deed agreement. A "release" is defined as the formal written authorization discharging or relinquishing the FAA's right to enforce an airport sponsor's contractual obligations.

A 2014 analysis by the City Attorney justified this use of Airport land as acceptable because it is seen as promoting an interest in aviation among local youth, pursuant to the FAA Policy Revenue Notice of 1999 (Attachment 15, Federal Register page 7721, "Providing Property for Public Community Purposes").

The Airport community has strongly supported activities that help young people grow into responsible, productive citizens. Local pilots annually provide free airplane flights under the Young Eagles program. The October 2019 event was a huge success, flying 113 Young Eagles, giving them firsthand experience in the joy of flight. These flights spark interest in aviation, as well as motivating students to excel in science, technology, engineering, and math (STEM) subjects necessary for an aviation career.

Youth baseball is very popular in the Medina Valley community, and all City departments including the Airport have a long commendable record of accommodating the MVYBA. While this baseball program is a very beneficial youth development activity, realistically, it concentrates people during practices and games very near an active runway and taxiway, unnecessarily subjecting them to a potential aircraft collision, and creating a corresponding liability risk for the City.

For pilots this activity also constitutes a significant safety hazard, with its utility poles and facility obstructions to aircraft flight operations, and pilot vision impairment from distracting high intensity lights. In the Federal Government transfer of the airfield to the City, the City agreed to prevent and not allow hazards to safe aviation near the Airport. The City as Airport Sponsor also established Ordinance 245 (Attachment 16) in 1992 taking a strong position against allowing the introduction or existence of any hazard to aviation safety in the vicinity of the Airport.

The City is currently in a planning process to explore the possible relocation of the MVYBA fields. The Land Use Drawing (sheet 5 of 7) in the 2005 FAA-approved Airport Layout Plan, includes City-owned Airport acreage intended for recreational activities such as ball fields. Locating the MVYBA activities on this designated non-aviation related Airport land would provide much safer distance separation from the runway and aircraft operations. The City has also recently considered other possible sites for new ball fields on the east side of the City away from the Airport. Funds to plan, design, and construct improved ball fields are potentially available through grants and City development funds.

Removing the MVYBA ball fields from the Airport would improve airport safety and security, improve the safety of people at MVYBA activities, and allow for better instrument approach minimums. It would also improve the City's insurance risk, and enhance the attractiveness of the Airport for future aviation operations and development by making 18 acres of prime Airport land readily available for aviation use.

Part of this land could provide an ideal location for a new dual-use fire station. This facility would be situated to protect the City east of the Medina River, particularly the Alsatian Oaks development. At the same it would provide aviation fire protection, an essential Airport feature to attract future corporate aviation and associated tax revenue, and accommodate military aircraft fuel sales. The Pleasanton Airport, through a US Department of Agriculture Rural Development grant, recently built a dual-use fire station providing aviation fire protection and is now able to sell increased quantities of Jet-A fuel under Government contract.

Timeline history to include the following:

Deed

The Airport property was deeded to the City by the United States of America, War Assets Administration on July 26, 1949, as recorded in Volume 147, pages 264-270, Medina County Deed Records February 4, 1950 (Attachment 5). Transfer was made at no monetary cost to the City, but contractually obligated the City to use the property to operate a public use airport.

Installation of Airport well

Aviation at the Castroville Airport was quite active in the Sixties. Growth and development at the Airport were limited, however, by an inadequate and inconsistent water supply from a shallow well. (Attachment 8) The City replaced this shallow well by installing a deep Edwards Aquifer well (636 ft) in 1973. The deep well provided adequate water for Airport operations and development. The well also enabled generation of more aviation revenue through irrigation of Airport land leased for farming when not in aviation use. As intended under Public Law 289, this has helped sustain the Airport.

Financing

As set forth in the Deed, the City is required to operate the Airport for public use aviation on a self-sufficient basis. Airport generated revenues flow to the City Airport Account for a legitimate local governmental activity, the operation and development of the City's Airport, and no other City activities. At the same time, Federal law requires that the Airport be self-sustaining and not a drain on City taxpayers. The Airport Account routinely pays other City Accounts and contractors for services provided to the Airport. It budgets available revenue to meet FAA safety standards, while accommodating public aviation demand.

This does not preclude the City from arranging finances to offset temporary shortfalls, or temporarily crediting the Airport Account by other means to finance timely maintenance, repair, or improvements. In the past, the City could obtain longer term bank loans for these purposes. Current State law requires that municipal indebtedness be paid off in the same budget cycle if funded by bank loan, or be secured through a Bond Issue for longer term indebtedness. The Airport Account then repays these finances.

The Airport receives Federal grant money from the FAA Airport Improvement Program (AIP) through TXDOT. These funds are generated primarily from Federal taxes on aviation fuel sales, so that a significant part of maintaining, repairing and improving the Airport is financed indirectly by the users of the Airport.

Through the annual Routine Airport Maintenance Program (RAMP), TXDOT will match City Airport Account expenditures up to a combined total of \$100,000, for a wide range of Airport upkeep activities. In the past unfortunately, the City Airport Account has not effectively utilized the TXDOT matching funds even though

maintenance and repair work were needed. This mismanagement was rectified in 2019 as the Airport Account earned \$46,595 of RAMP funding, the largest portion of a full \$50,000 match ever for the Castroville Airport.

Requirements on use of the Airport are set forth by the FAA in 39 distinct assurances the Airport must comply with for a 20-year period following each FAA/TXDOT grant the Airport receives. Among these grant assurances is proper accounting of Airport funds and revenue. The City's current grant assurance obligation runs through 2039. If the City fails to meet the grant assurances, funding can be terminated and the City required to repay all previous grant money, currently amounting to \$6,316,167.00!

Fuel sales, user fuel taxes, revenue from hangar leases, and revenue from agricultural leases of Airport land make the City's Airport financially self-sufficient, and not dependent on funding by the citizens of Castroville. This is completely consistent with the original provisions of the Federal transfer the City accepted.

Obligation to Baseball Field: Any formal agreements with the baseball league about use and/or maintenance of baseball fields particularly involving water

The current agreement with Medina Valley Youth Baseball Association (MVYBA) includes provisions for watering fields (Attachment 17). MVYBA is authorized to use up to 12 acre-feet per annum, but no more than 3 acre-feet in any 30-day period. The Airport Account is compensated for this water as part of the annual transfer of funds (\$8156.00), from the Parks and Recreation Account for use of the Airport land the ball fields occupy.

All projects that have been federally and state funded

The TXDOT Project Summary (Attachment 18), lists all Castroville Airport projects that have been funded with State or Federal dollars since 1975. Prior to that time, the U.S. Air Force funded a project to pave the runway in 1953 for USAF training use during the Korean War, and later resurfaced the runway. The City incurred no additional obligations related to these projects. To receive Federal/State grant money for Airport improvement projects such as those listed, TXDOT requires the Airport to master plan proposed projects and have an FAA-approved Airport Layout Plan.

Airport planning establishes objectives and guidelines for efficiently developing airports to address local, state and national priorities. It is a systematic process intended to efficiently apply available financial resources to meet aviation demand. FAA airport planning on a national level encompasses funded airports in a national system plan, known as the National Plan of Integrated Airport Systems (NPIAS). As a part of NPIAS each airport can receive Federal funding to pursue more specific goals as part of its localized airport master planning efforts. An airport master plan can be thought of as a blueprint for airport development.

A comprehensive master plan for a specific airport can be expensive, since it requires in-depth analysis of all relevant economic and operational elements, development methods, and unique factors affecting the future success of the airport including: quantifying and characterizing aviation activity demand on the airport; the contribution of the airport to the local economy, graphically depicting airport features, future development and land use; addressing all relevant issues and compliance with applicable regulations; and establishing a realistic financial plan and schedule for implementation. A formal master planning effort typically produces a current Airport Layout Plan to FAA standards.

The ALP is a scaled, graphical presentation of the existing and future airport facilities, their location on the airport, and dimensions of airport features. The term Airport Layout Plan sometimes refers to a single drawing covering the entire airport. But more often it describes the entire set of drawings including the Airport Layout Drawing(s), data sheet(s), and facilities layout plan sheet(s). The ALP shows boundaries and contemplated additions to airport property, location of non-aviation areas and future uses, and existing and planned location and type of buildings, facilities, and improvements. It serves as a critical planning tool for airport development. Standards for ALPs can be found in FAA Advisory Circular 150/5070-6B, Airport Master Plans.

The ALP can be just a few drawings for a small airport such as Castroville (currently seven sheets), or many more in the case of a larger airport with extensive airport planning in place. Currently Castroville's Airport Layout Plan approved by the FAA and TXDOT in 2012 (Attachment 19) consists of the following sheets:

AIRPORT LAYOUT DRAWING (1 of 7)

INSTRUMENT PROCEDURES APPROACH

SURFACES DRAWING RWY 15 (2 of 7)

INSTRUMENT PROCEDURES APPROACH

SURFACES DRAWING RWY 33	(3 of 7)
TERMINAL AREA DRAWING	(4 of 7)
LAND USE DRAWING	(5 of 7)
AIRPORT PROPERTY MAP	(6 of 7)
OBSTRUCTION SURFACES DRAWING – OBSTRUCTION SURVEY	(7 of 7)

Additionally, the Airport has developed two closely related sheets for future use in airport planning and updating the ALP:

Airport Hazard Zoning Map (1991)

Castroville Airport Property Map (Aerial Color, USGS 2017)

When a full master planning effort is not feasible, an airport may update their ALP through a simplified, more affordable process. Arrangements are in place with TXDOT to assist the Castroville Airport in updating our ALP this way in the next few years, and then eventually investing in a more comprehensive airport development study when funding is possible.

Report must be factually based on verifiable and documented information

This report presents definitive answers to City Council questions based on the facts. It was prepared from verifiable documentation and contextual comments from past and current City leaders contained in official City correspondence, City Council Meeting minutes, City Ordinances, Medina County documents, State of Texas documents, and Federal policy directives and correspondence. Despite here-say claims of ownership of Airport land by others, no documented evidence has been presented, nor did this extensive analysis uncover any contrary evidence.

All historical correspondence, legal documents, and actions by parties involved in the Airport over the years bear out the fact that the City owns all of the Airport land, and revenue produced from Airport land must go to the Airport Account. The City has certified this to TXDOT multiple times as part of the grant process funding numerous projects. (See Attachment 18, TXDOT Project Summary)

Attachments:

1. Tasking from Interim City Administrator
2. Public Law 289, July 30, 1947
3. CAA Letter to City, February 6, 1948
4. City Council Minutes: February 7, 1949; April 8, 1949
5. Airport Deed, July 26, 1949
6. City Council Minutes: August 13, 27, 1974; FAA Letter to City, September 6, 1974
7. Certified TXDOT Airport Property Map
8. City Council Meeting Minutes, discussing inadequate Airport water supply
9. FAA Airport Revenue Policy Notice, Federal Register, February 16, 1999, pages 7702, 7716
10. Edwards Aquifer Authority Initial Regular Permit, September 15, 2008
11. City Agreement with Carpe Diem Farms
12. City Council Minutes, November 12, 2013
13. City Council Budget Workshop Minutes, August 20, 2013
14. City Letter to Texas Water Commission, March 9, 1993
15. FAA Airport Revenue Policy Notice, Federal Register, February 16, 1999, page 7721
16. City Ordinance 245
17. City Agreement with Medina Valley Youth Baseball Association
18. TXDOT Project Summary
19. Airport Layout Plan 2012

Castroville Airport Property Analysis

At the March 24th city council meeting, a motion was made by Mr. Carey and seconded by Mr. Tschirhart to assign the following task to the city:

- Summarize what you currently have regarding airport
- Consult with all active parties and the actions of what has been taken over the past few decades
- Ownership of well and minerals extracted
 - How many acre feet are we allowed to pump
 - How many gallons or acre feet does the baseball, farmers and airport use individually
- Ownership of airport
- Does the city pay to use the well

- Timeline history to include the following:
 - Deed
 - Installation of airport well
 - Financing
 - Obligation to Baseball Field
 - Any formal agreements with the baseball league about use and/or maintenance of ball fields particularly involving water
 - All projects that have been federally and state funded
- Report must be factually based on verifiable and documented information.

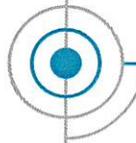
AIRPORT TIMELINE



- [Airport Resolution Accepting City Obligations](#)
- [Property Map](#)
- [Airport Deed Transferred](#)

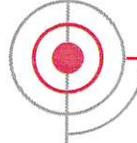
- [Inadequate Airport Water](#)
- [Deep Well Needed for Airport Ops, Agriculture, Industry](#)

1947



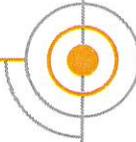
- [Talks of Acquisition Dec. 16, 1947](#)
- [Public Law 289 \(Explained in report Att. 2\)](#)

1953-
1958



- [Air Force Training During Korean War](#)
- [US Air force paves Runway](#)
- [Air Force no-longer in control of airfield operations](#)

1949



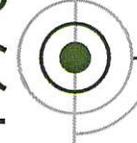
- [Airport Resolution Accepting City Obligations](#)
- [Property Map](#)
- [Airport Deed Transferred](#)

1967-
1969



- [Inadequate Airport Water](#)
- [Deep Well Needed for Airport Ops, Agriculture, Industry](#)

1972-
1973



- [Initial Talks with MBYBA](#)
- [MVBBA Lease for Fields Established](#)
- [Deep Well Installed](#)

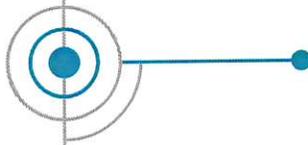
AIRPORT TIMELINE



• [Airport Revenue Policy Notice](#)

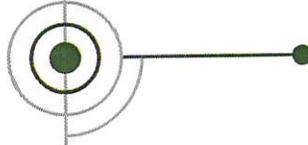
- FAA Installs ILS
- Council Passes Ord. 154
- FAA Removes ILS

1974



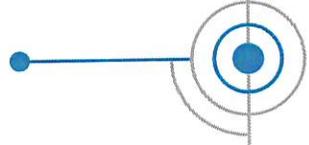
- City Attempted to Divert Airport Revenue
- [Letter From FAA Correcting Inappropriate use of Revenue](#)

2008



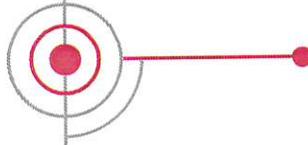
- [EAA IRP for 472 Acre-Feet Ord. to Repeal 154 Passed](#)

1999

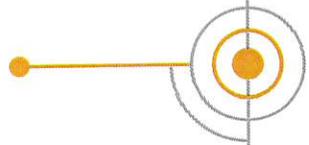


- [15 Year stop on Federal/State Funding](#)
- Built Corporate hangar
- Reconstructed Runway

1996



1980-
1981

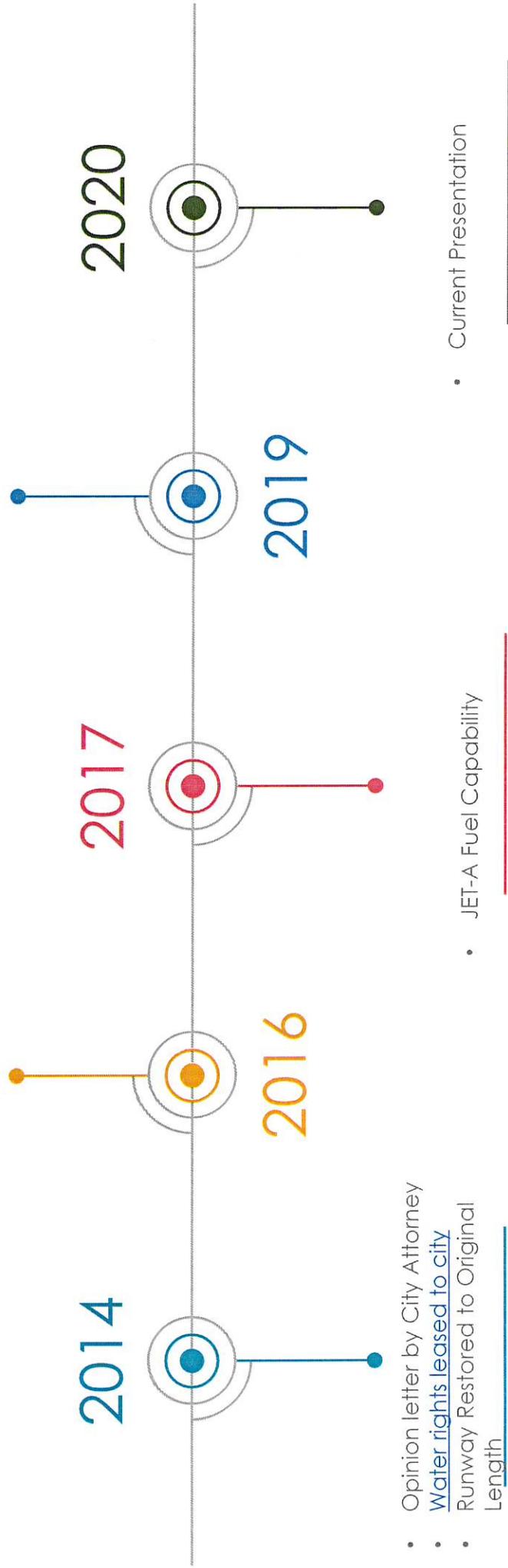


- City Attempted to Divert Airport Revenue
- [Letter From FAA Correcting Inappropriate use of Revenue](#)

AIRPORT TIMELINE



- Attorney's Certificate of Airport Property Interests
- New Airport Manager
- Microburst Destroys Property



WAR ASSETS ADMINISTRATION

Office of Real Property Disposal
Zone V

P. O. Box 3030
Dallas 2, Texas

January 29, 1948

In reply refer to:
ZV-28D-NIA

Honorable A. A. Murrell
Mayor of the City of Castroville
Castroville, Texas

Subject: Kelly Auxiliary #3,
Castroville, Texas

Dear Mayor Murrell:

CASTROVILLE AS AIRPORT PROPERTY WE WISH TO ADVISE THAT
Mr. S. E. Travis, Jr., Superintendent, Airports Branch,
Civil Aeronautics Administration, P. O. Box 1639, Fort
Worth 1, Texas, was notified by letter from this office
dated December 31, 1947, of the City's interest in
acquiring this property under the provisions of Public
Law 289.

acquisition and disposal of this facility as airport
property. Upon receipt of the airport disposal report
from Civil Aeronautics Administration you will be
further informed as to the disposal status of this
facility.

Sincerely yours,

for Edward H. Bushick
CHARLES M. BUSHICK
Acting Chief, Non-Industrial Division

[CHAPTER 404]

AN ACT

July 30, 1947
[S. 364]
[Public Law 289]

To expedite the disposition of Government surplus airports, airport facilities, and equipment and to assure their disposition in such manner as will best encourage and foster the development of civilian aviation and preserve for national defense purposes a strong, efficient, and properly maintained nationwide system of public airports, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That subsection (c) of section 13 of the Surplus Property Act of 1944 (58 Stat. 765), as amended, is amended to read as follows:

“(c) No harbor or port terminal, including necessary operating equipment, shall be otherwise disposed of until it has first been offered, under regulations to be prescribed by the Secretary of War, for sale to the Government, and for other purposes.”

Surplus Property Act of 1944, amendments. 58 Stat. 771. 50 U. S. C. app. § 1622 (c). Harbor or port terminal.

[CHAPTER 404]

AN ACT

July 30, 1947
[S. 364]
[Public Law 289]

To expedite the disposition of Government surplus airports, airport facilities, and equipment and to assure their disposition in such manner as will best encourage and foster the development of civilian aviation and preserve for national defense purposes a strong, efficient, and properly maintained nationwide system of public airports, and for other purposes.

reservations, and restrictions hereinafter provided for, all of the right, title, and interest of the United States in and to any surplus real or personal property (exclusive of property the highest and best use of which is determined by the Administrator to be industrial and which shall be so classified for disposal without regard to the provisions of this subsection) which, in the determination of the Administrator of Civil Aeronautics, is essential, suitable, or desirable for the development, improvement, operation, or maintenance of a public airport as defined in the Federal Airport Act (60 Stat. 170) or reasonably necessary to fulfill the immediate and foreseeable future requirements of the grantee for the development, improvement, operation, or maintenance of a public airport, including property needed to develop sources of revenue from nonaviation businesses at a public airport.

49 U. S. C. §§ 1101-1119.

Conditions of disposal.

“(2) Except as provided in paragraph (3) hereof, all property disposed of under the authority of this subsection shall be disposed of on and subject to the following terms, conditions, reservations, and restrictions:

IN REPLY ADDRESS
REGIONAL ADMINISTRATOR
CIVIL AERONAUTICS ADMINISTRATION
P. O. BOX 1689
FORT WORTH 1, TEXAS

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

FEBRUARY 6, 1945

BRIEFLY, SHOULD THE CITY OF CASTROVILLE ACQUIRE THE AUXILIARY AIRFIELD NO. 3 TO KELLY FIELD UNDER PUBLIC LAW 289, YOU WOULD BE EXPECTED TO OPERATE A PUBLIC AIRPORT OF A SIZE ADEQUATE TO SERVE CIVIL AVIATION IN YOUR COMMUNITY. OUR DISTRICT AIRPORT ENGINEER AT AUSTIN WILL BE GLAD TO ASSIST YOU IN DETERMINING THE SIZE AND EXACT LOCATION OF THE AREA NECESSARY FOR A CASTROVILLE MUNICIPAL AIRPORT AT THIS SITE. THAT PORTION OF THE EXISTING AIRFIELD NOT REQUIRED FOR CIVIL AVIATION PURPOSES MAY ALSO BE ACQUIRED UNDER PUBLIC LAW 289 AND USED FOR AGRICULTURE OR ANY OTHER ACTIVITY THAT WILL NOT INTERFERE WITH THE AIRPORT, PROVIDING THE REVENUE DERIVED THEREFROM IS USED IN THE OPERATION, MAINTENANCE AND DEVELOPMENT OF YOUR AIRPORT.

S. E. TRAVIS, JR.
SUPERINTENDENT, AIRPORTS BRANCH

BY: *S. E. Travis, Jr.*
ASST. SUPERINTENDENT, AIRPORTS BRANCH



MINUTES OF MEETING

City Council of the City of
Castroville

April 8, 1949

On this the 8th day of April, 1949, the City Council of the City of Castroville, Texas, convened in regular session at the regular meeting place in Castroville, Texas, with the following present: Mayor A. A. Murrell; Aldermen Werrette, Keller, Cook, Tschirhart; Secretary Werrette. And the following absent: Alderman Hans.

RESOLVED: That the City of Castroville, for use of the Kelly Auxiliary #3 Airport, apply for Airport Property as listed in Schedule "a", in Notice from War Assets Administration, Region 7, dated April 4, 1949, in letter addressed to the Mayor of the City of Castroville, Texas.

That the Mayor be and he is hereby authorized and directed to accept delivery of all the airport property and to execute any and all instruments necessary to effect this transfer, and the City of Castroville agrees to accept and be bound by all the terms, reservations, restrictions, and conditions of transfer set forth in instrument of transfer pursuant to War Assets Administration Regulations.

all instruments necessary to effect this transfer, and the City of Castroville agrees to accept and be bound by all the terms, reservations, restrictions, and conditions of transfer set forth in instrument of transfer pursuant to War Assets Administration Regulations.

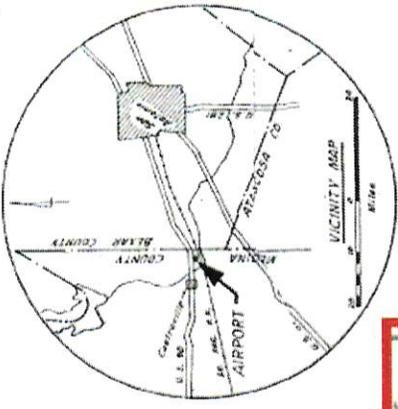
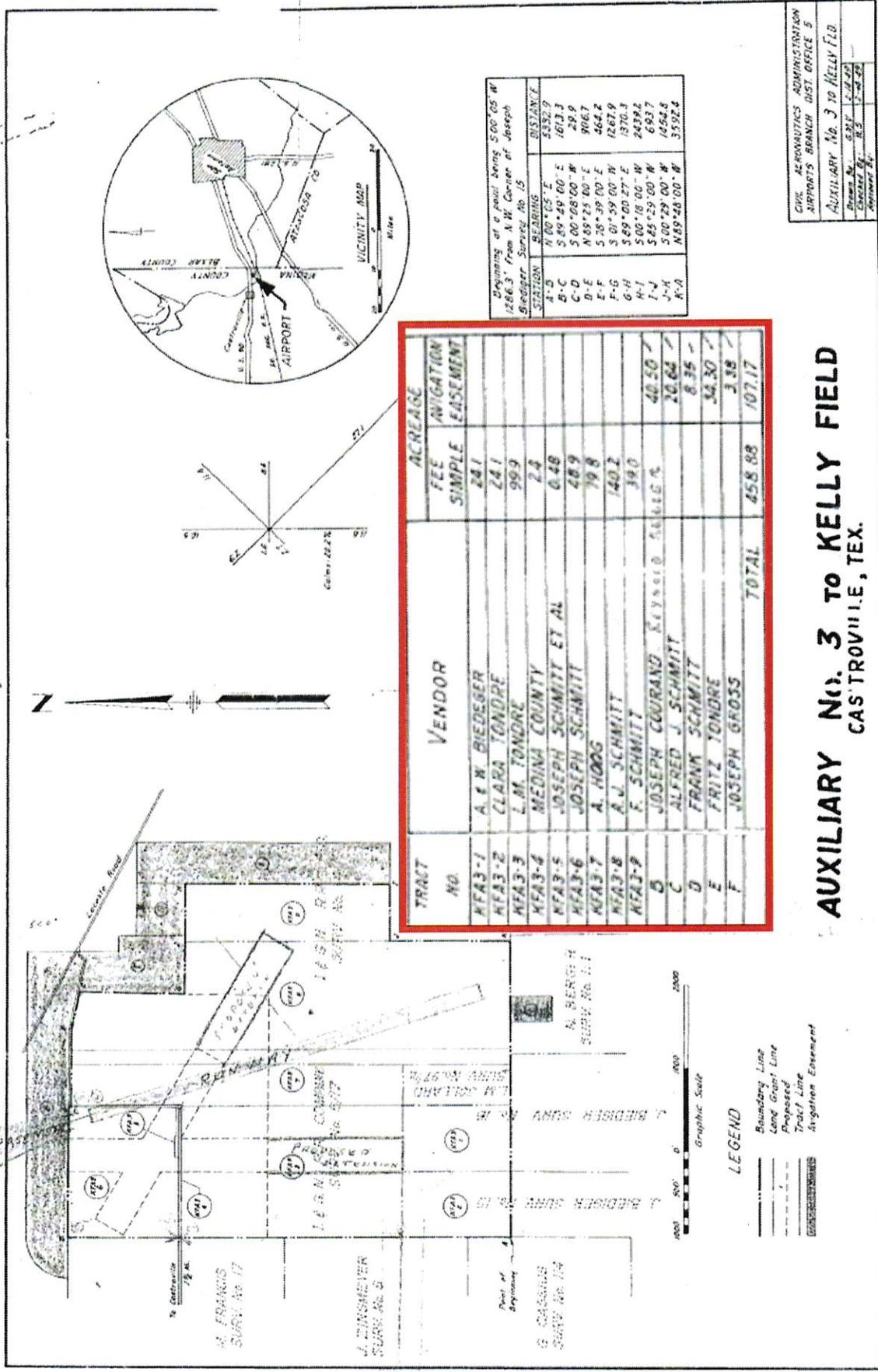
Motion was made by Ralph I. Tschirhart, seconded by Frank J. Keller, that the old tank and tower of the water system be offered for sale to the highest bidder. Motion carried, and the City Secretary was instructed to advertise for bids, to be turned in by May 1, and to include complete removal of tank and supports.

There being no further business, meeting adjourned.

Joseph Werrette
Secretary

Mark





Bearing of a point being 500' 05" N 1286.3' from N.W. Corner of Joseph Biederer Survey No. 15

STATION	BEARING	DISTANCE
A-D	N 60° 05' E	5332.9
B-C	S 09° 49' 00" E	1613.3
C-D	S 00° 08' 00" W	29.0
D-E	N 69° 25' 00" E	806.7
E-F	S 28° 39' 00" E	464.2
F-G	S 01° 59' 00" W	1267.9
G-H	S 69° 00' 27" E	1370.3
H-I	S 00° 18' 00" W	2439.2
I-J	S 65° 29' 00" W	683.7
J-K	S 00° 29' 00" W	1054.8
K-A	N 89° 40' 00" W	3592.4

TRACT NO.	VENDOR	ACREAGE	FEE	AVIGATION	EASEMENT
KFA3-1	A. E. W. BIEDEGER	24.1			
KFA3-2	CLARA TONDRE	24.1			
KFA3-3	L.M. TONDRE	999			
KFA3-4	MEDINA COUNTY	2.4			
KFA3-5	JOSEPH SCHMITT ET AL	0.48			
KFA3-6	JOSEPH SCHMITT	48.9			
KFA3-7	A. HOOG	19.8			
KFA3-8	A. J. SCHMITT	140.2			
KFA3-9	F. SCHMITT	39.0			
D	JOSEPH GOURANG KIVILIO	40.50			
C	ALFRED J. SCHMITT	20.64			
D	FRANK SCHMITT	8.35			
E	FRITZ TONDRE	34.30			
F	JOSEPH GROSS	3.38			
TOTAL		458.88			107.17

CIVIL AERONAUTICS ADMINISTRATION
AIRPORTS BRANCH DIST. OFFICE 9
AUXILIARY No. 3 TO KELLY FLD
Drawn By: G.H.F. 1-12-50
Checked By: R.S. 1-12-50
Approved By: _____

AUXILIARY No. 3 TO KELLY FIELD CAS TROVILIE, TEX.

LEGEND

- Boundary Line
- Long Grant Line
- Proposed
- Tract Line
- Avigation Easement

MINUTES - SPECIAL CITY COUNCIL MEETING
SEPT. 25, 1973

Special City Council meeting called to order 8:30 P.M. with all members present, Mayor Tschirhart presiding.

Also present, the following members of the Airport Administrative Committee: Mr. Robert Burrell, Mr. Robert Cosgrove and Mr. Tommy Hoag; City Engineer Harry Jewett; Util. Mgr. McAnelly; Mr. Clifton Reison; Sec'y Lafferty.

Mayor Tschirhart proceeded immediately to the purpose of the Special Meeting, i.e., "to prepare INSTRUCTIONS TO BIDDERS for the 246 acre tract of agricultural land at the Castroville

Heard the report total cost of the well drilling, as submitted by J. R. (Bob) Johnson Drilling & Supplies, is \$15,802.20 (Fifteen Thousand, Eight Hundred Two Dollars and twenty cents). Peerless Pump had reported the test would cost "less than four hundred dollars." Airport Fund at this date as follows:

Cash in Bank \$ 1,739.00
Two C.D. 10,576.76
\$12,316.06

Anticipated need to meeting cost of well and testing \$3,900.00.

It was unanimously agreed that Mayor Tschirhart be authorized to borrow only \$5,000.00 from the Castroville State Bank at this time, although the Bank had indicated they would loan the City \$35,000.00 to drill the well, if it was necessary.

Motion to borrow \$5,000.00 was made by Councilman Francisco Garza, seconded by Councilman Margold, approved unanimously.

Possibility of a Bidders Conference was discussed. Instructions Given that names, addresses and telephone numbers of those who picked up "Instructions" be taken. If conference is indicated, a date, prior to the opening of the bids can be set.

At this point, Mayor Tschirhart had to leave this meeting to attend another meeting in San Antonio.

Councilman Brieden moved this Special Meeting be adjourned, motion seconded by Councilman Roman Garza, approved.

Therefore, Mayor Pro-tem Fischer declared this Special Meeting adjourned, to reconvene, after a short recess, for the Regular City Council meeting.



WHEREAS, the City of Castroville, Texas, duly incorporated under Title 26, Texas State Statutes and recognized as the owner of the Castroville Municipal Airport, has made application with the Castroville State Bank, Castroville, Texas for a loan of \$35,000.00 to drill an Edwards Water Well at the Castroville Municipal Airport, and

WHEREAS, the Castroville State Bank, through its President, Frank J. Keller, has indicated it will make the loan on the following conditions:

Mayor Samuel H. Tschirhart is hereby authorized to negotiate a loan from the Castroville State Bank in the amount of \$5,000.00, reserving the right to borrow up to and including an additional \$30,000.00 for the purpose as set forth above, payments to be made as set forth above, the rate of interest to be six (6) percent.

Motion seconded by Councilman Robert Mangold.

Council voted as follows: For the motion: Councilmen Francisco Garza, Robert Mangold, Roman Garza, Bill Erieden and Mayor Pro-tem Fischer.

Mayor Tschirhart declared the Resolution duly adopted by a unanimous vote of Council.

That the foregoing Resolution is a true and correct copy of the Resolution authorizing the borrowing of \$3,000.00 from the Castroville State Bank, as regularly adopted at a legally convened meeting of the City Council of the City of Castroville, Texas duly held on the 25th day of September, 1973; and further that such Resolution has been fully recorded upon this page in the journal of proceedings and records in my office.

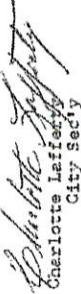
In Witness Whereof, I have hereunto set my hand this 25th day of September, 1973.

SEAL

Present: Mayor Pro-tem Fischer, Councilmen Francisco Garza, Roman Garza, Robert Mangold and Bill Erieden;

Absent: None

Mayor Samuel H. Tschirhart Presiding.
cc: Castroville State Bank, Castroville, Texas



Charlotte LaFayette
City Sec'y



DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

SOUTHWEST REGION

Houston Airports District Office
8345 Telephone Road
Houston, Texas 77047

SEP 6 1974

Mrs. Charlotte Lafferty
City Secretary, City of Castroville
P. O. Box 479
Castroville, Texas 78009

Dear Mrs. Lafferty:

This will confirm your telephone conversation with Mr. Lynn of this office on September 4, 1974, concerning the use of revenue derived from land transferred under Public Law 289.

Mayor A. A. Murrell's letter dated February 8, 1949, requesting the above referenced transfer of land states the following, "The City of Castroville will at all times use diligence and do everything within its power to assure that all income produced by the properties transferred under this act will be allocated and used in the operation, maintenance and development of subject airport."

no property transferred by this instrument shall be used, leased, sold, salvaged, or disposed of by the City for other than airport purposes without the written consent of the Civil Aeronautics Administrator (now Federal Aviation Administrator). Approval of non-aeronautical leases will not be approved by this office unless it is agreed that the revenue will be used for improvement, operation and maintenance of the airport as intended in the original land transfer.

It has been our past experience that an airport with the relative size and operations of Castroville Municipal will require all the revenue derived from both aeronautical and non-aeronautical leases to improve, operate and maintain the airport in a matter to enhance safety and to provide the flying public with the facilities they deserve. Although not required by rule or regulation, we strongly recommend that all revenue including that derived from aeronautical

2

leases be used for airport purposes.

It should be noted that this office is responsible for determining the continued compliance with the requirements of all transfers of real property under Public Law 289, therefore, you should continue to maintain a yearly Budget for both income and expenditures related to Castroville Municipal Airport. These records shall be made available for inspection by an authorized representative of this office upon request..

This office is available to provide assistance at any time concerning recommendations for improvements, and maintenance of your airport.

If you have additional questions concerning the requirements of Public Law 289, please contact this office.

Sincerely,

W. N. Dale

WILLIAM N. DALE
Chief, Houston Airports District Office



c. Royalties From Mineral Extraction

The Proposed Policy included royalties from mineral extraction on airport property earned by a sponsor as airport revenue. Airport operators: One airport operator objected to including revenue from the sale of sponsor-owned mineral, natural, or agricultural products or water to be taken from the airport in the definition of airport revenue. The operator stated that the retention of mineral rights as airport property would represent a windfall to the airport at the sponsor's expense; that the Proposed Policy is contrary to congressional intent and that it would take, without compensation, valuable property rights from the sponsor. The operator also cited a prior decision where FAA concluded the production of natural gas at Erie, Pennsylvania, does not serve either the airport or any air transportation purpose. The royalties generated by such production were determined to be outside the scope of the revenue-use requirement. **Final Policy:** The Final Policy retains the proposed definition of airport revenue to include the sale of sponsor-owned mineral, natural, agricultural products or water to be taken from the airport. On

Final Policy: The FAA decision is clear that the definition of airport revenue includes" ...the sale of sponsor-owned mineral, natural, agriculture products, or water to be taken from the airport..."

of the airport property. The determination in the final policy will assure that the airport gets the full benefit of agricultural leases of airport property, regardless of the form of compensation it receives for agricultural use of airport property. The FAA does not consider this interpretation to create a taking of airport owner or operator property. As discussed in other contexts, the limitation on the use of airport revenue was voluntarily undertaken by the airport operator upon receiving AIP grants. In addition, the revenues generated by these activities will still flow to the sponsor for its use for a legitimate local governmental activity, the operation and development of its airport.



RESOLUTION NO. R2014-001

RESOLUTION OF THE CITY OF CASTROVILLE CITY COUNCIL ADOPTING A POLICY ON THE USE OF WATER ACQUISITION FUNDS; AND, AUTHORIZING A SHORT TERM LOAN FROM THE WATER ACQUISITION FUND TO THE UTILITY FUND FOR THE LEASE OF WATER RIGHTS FROM THE CASTROVILLE MUNICIPAL AIRPORT.

WHEREAS, the Water Resources fee was established by City Council on January 12, 1999; and

WHEREAS, the leasing of water rights provides for only a temporary transfer of pumping rights; and

WHEREAS, pumping restrictions imposed as a result of declining aquifer levels can considerably disrupt municipal water supplies; and

WHEREAS, the purpose of the Water Acquisition fund is for the long term acquisition of water rights to ensure supply reliability; and

WHEREAS, the Castroville Airport desires to lease to the Utility Fund the right to withdraw and/or beneficially use 236 acre-feet per annum of Edwards Aquifer water rights for a ten (10) year period commencing on January 1, 2014 and continuing through December 31, 2023 for a lump-sum lease payment of \$320,960; and

WHEREAS, to accomplish this, it is necessary for the Water Acquisition Fund to make a short-term loan to the Utility Fund of \$124,000 with the repayment of the loan from the Utility Fund to be made over a period of four (4) years at \$31,000 per year starting in FY 2015.

to be made over a period of four (4) years at \$31,000 per year starting in FY 2015.

Section 2. That it is the intent of the City Council that Water Acquisition funds are to be used specifically to acquire water rights to ensure long-term supply reliability.

PASSED THIS THE 12th DAY OF NOVEMBER, 2013.

ATTEST:

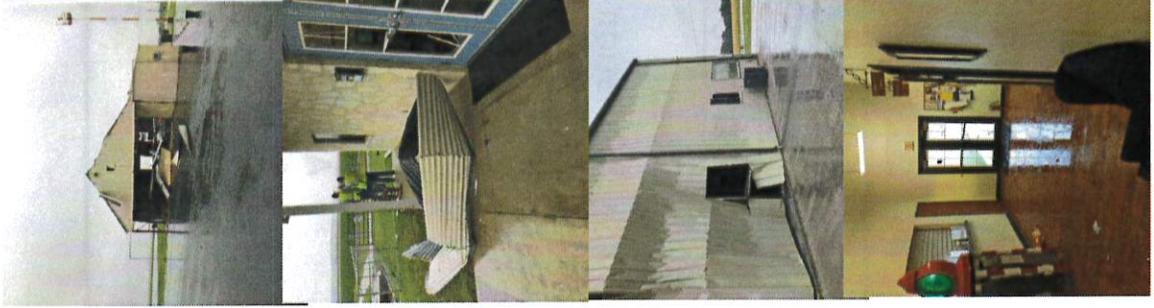
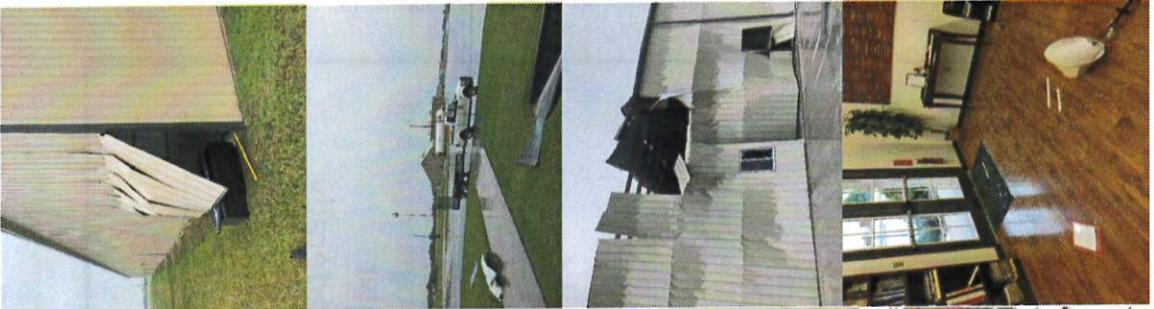

DEBRA HOWE, CITY SECRETARY

APPROVED: 
ROBERT LEE, MAYOR

SUMMARY

- A summary on the documentation the airport has
- What parties have been consulted with to quantify this information
- Who owns the well and minerals to include the following:
 - How many acre feet are we allowed to pump
 - How many gallons or acre feet does the baseball, farmers and airport use individually
- Who owns the airport
- Does the city pay to use the well

- A detailed historical timeline presentation covering the following:
 - Deed
 - Insolation of airport well
 - Financing
 - What are the obligations to Baseball Field
 - Any formal agreements with the baseball league about use and/or maintenance of ball fields particularly involving water
 - A summary of all state and federally funded projects
- This report is based on factual and verifiable documented information.



David,

At the March 24th city council meeting, a motion was made by Mr. Carey and seconded by Mr. Tschirhart to assign the following task to the city:

- Summarize what you currently have regarding airport
- Consult with all active parties and the actions of what has been taken over the past few decades
- Ownership of well and minerals extracted
 - How many acre feet are we allowed to pump
 - How many gallons or acre feet does the baseball, farmers and airport use individually
- Ownership of airport
- Does the city pay to use the well
- Timeline history to include the following:
 - Deed
 - Insolation of airport well
 - Financing
 - Obligation to Baseball Field
 - Any formal agreements with the baseball league about use and/or maintenance of ball fields particularly involving water
 - All projects that have been federally and state funded
- I would like this summary/report to be factual information and not of public opinion

Please let Debra or I know if you need any other information on any of the above.

Thank you,

Lease of land for public park.

Granting of right-of-way.

Construction costs.

Virginia, situated between the West Fork River and the line of the Clarksburg and Western Electric Railway and known as the Maxwell estate; (2) to lease to the city of Clarksburg, West Virginia, at a nominal consideration, so much of the westerly portion of such tract as is not presently needed for the purposes of such facility, upon condition that such portion be maintained by the city of Clarksburg as a public park until such time as it may be needed for the purposes of such facility, and upon such further terms and conditions as may be agreed upon by the Administrator and such city; (3) to grant to the State of West Virginia a right-of-way across such tract of land for a public highway connecting United States Highway Numbered 19 with the highway known as the Clarksburg-Mount Clare Road; and (4) to enter into an agreement with the State Road Commission of the State of West Virginia to bear not to exceed 35 per centum of the costs of construction of such public highway and any necessary bridges thereon.

Approved July 30, 1947.

[CHAPTER 404]

AN ACT

July 30, 1947
[S. 304]

[Public Law 289]

To expedite the disposition of Government surplus airports, airport facilities, and equipment and to assure their disposition in such manner as will best encourage and foster the development of civilian aviation and preserve for national defense purposes a strong, efficient, and properly maintained nationwide system of public airports, and for other purposes.

Surplus Property Act of 1944, amendments.
58 Stat. 771.
50 U. S. C. app. § 1622 (c).
Harbor or port terminal.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That subsection (c) of section 13 of the Surplus Property Act of 1944 (58 Stat. 765), as amended, is amended to read as follows:

“(c) No harbor or port terminal, including necessary operating equipment, shall be otherwise disposed of until it has first been offered, under regulations to be prescribed by the Administrator, for sale or lease to the State, political subdivision thereof, and any municipality, in which it is situated, and to all municipalities in the vicinity thereof.”

58 Stat. 770.
50 U. S. C. app. § 1622.
Conveyance of property for development of public airport.

SEC. 2. Section 13 of the Surplus Property Act of 1944 (58 Stat. 765), as amended, is hereby amended by adding a new subsection (g) reading as follows:

“(g) (1) Notwithstanding any other provision of this Act, any disposal agency designated pursuant to this Act may, with the approval of the Administrator, convey or dispose of to any State, political subdivision, municipality, or tax-supported institution, without monetary consideration to the United States, but subject to the terms, conditions, reservations, and restrictions hereinafter provided for, all of the right, title, and interest of the United States in and to any surplus real or personal property (exclusive of property the highest and best use of which is determined by the Administrator to be industrial and which shall be so classified for disposal without regard to the provisions of this subsection) which, in the determination of the Administrator of Civil Aeronautics, is essential, suitable, or desirable for the development, improvement, operation, or maintenance of a public airport as defined in the Federal Airport Act (60 Stat. 170) or reasonably necessary to fulfill the immediate and foreseeable future requirements of the grantee for the development, improvement, operation, or maintenance of a public airport, including property needed to develop sources of revenue from nonaviation businesses at a public airport.

49 U. S. C. §§ 1101-1119.

Conditions of disposal.

“(2) Except as provided in paragraph (3) hereof, all property disposed of under the authority of this subsection shall be disposed of on and subject to the following terms, conditions, reservations, and restrictions:

“(A) No property disposed of under the authority of this subsection shall be used, leased, sold, salvaged, or disposed of by the grantee or transferee for other than airport purposes without the written consent of the Administrator of Civil Aeronautics, which consent shall be granted only if the Administrator of Civil Aeronautics determines that the property can be used, leased, sold, salvaged, or disposed of for other than airport purposes without materially and adversely affecting the development, improvement, operation, or maintenance of the airport at which such property is located: *Provided*, That no structures disposed of hereunder shall be used as an industrial plant, factory, or similar facility within the meaning of section 23 of this Act, unless the public agency receiving title to such structures shall pay to the United States such sum as the Administrator shall determine to be a fair consideration for the removal of the restriction imposed by this proviso.

Disposal for other than airport purposes.

58 Stat. 777.
50 U. S. C. app.
§ 1632.

“(B) All property transferred for airport purposes shall be used and maintained for the use and benefit of the public, without unjust discrimination.

Property transferred for airport purposes.

“(C) No exclusive right for the use of the airport at which the property disposed of is located shall be vested (either directly or indirectly) in any person or persons to the exclusion of others in the same class. For the purpose of this condition, an exclusive right is defined to mean—

Exclusive right, restriction.

“(1) any exclusive right to use the airport for conducting any particular aeronautical activity requiring operation of aircraft;

“(2) any exclusive right to engage in the sale or supplying of aircraft, aircraft accessories, equipment, or supplies (excluding the sale of gasoline and oil), or aircraft services necessary for the operation of aircraft (including the maintenance and repair of aircraft, aircraft engines, propellers, and appliances).

“(D) The grantee shall, insofar as it is within its powers, adequately clear and protect the aerial approaches to the airport by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

Protection of aerial approaches.

“(E) During any national emergency declared by the President or by the Congress, the United States shall have the right to make exclusive or nonexclusive use and have exclusive or nonexclusive control and possession, without charge, of the airport at which the surplus property is located or used, or of such portion thereof as it may desire: *Provided, however*, That the United States shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession and control, during the period of such use, possession, or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use nonexclusively or over which it may have nonexclusive control and possession: *Provided further*, That the United States shall pay a fair rental for its use, control, or possession, exclusively or nonexclusively, of any improvements to the airport made without United States aid.

Control, etc., by U. S. during emergency.

“(F) The United States shall at all times have the right to make nonexclusive use of the landing area of the airport at which the surplus property is located or used, without charge: *Provided, however*, That such use may be limited as may be determined at any time by the Administrator of Civil Aeronautics to be necessary to prevent undue interference with use by other authorized aircraft: *Provided further*, That the United States shall be obligated to pay for damages caused by such use, or if its use of the landing area is substantial, to contribute

Use of landing area.

Damages; maintenance.

Release of U. S.
from liability.

a reasonable share of the cost of maintaining and operating the landing area, commensurate with the use made by it.

“(G) Any public agency accepting a conveyance or transfer of surplus property under the provisions of this subsection shall release the United States from any and all liability it may be under for restoration or other damages under any lease or other agreement covering the use by the United States of any airport, or part thereof, owned, controlled, or operated by the public agency upon which, adjacent to which, or in connection with which, the surplus property was located or used: *Provided*, That no such release shall be construed as depriving the public agency of any right it may otherwise have to receive reimbursement under section 17 of the Federal Airport Act for the necessary rehabilitation or repair of public airports heretofore or hereafter substantially damaged by any Federal agency.

60 Stat. 179.
49 U. S. C. § 1116.

Reversion to U. S.

“(H) In the event that any of the terms, conditions, reservations, and restrictions upon or subject to which the property is disposed of is not met, observed, or complied with, all of the property so disposed of or any portion thereof, shall, at the option of the United States, revert to the United States in its then existing condition.

Omission or inclusion of terms.

“(3) In making any disposition of surplus property under this subsection (g), the disposal agency is authorized, upon the request of the Administrator of Civil Aeronautics, the Secretary of War, or the Secretary of the Navy, to omit from the instruments of disposal any of the terms, conditions, reservations, and restrictions required by paragraph (2) hereof, and to include any additional terms, conditions, reservations, and restrictions, if the Administrator of Civil Aeronautics, the Secretary of War, or the Secretary of the Navy determines that such omission or inclusion is necessary to protect or advance the interests of the United States in civil aviation or for national defense.

Responsibility of Administrator of Civil Aeronautics.

“(4) The Administrator of Civil Aeronautics shall have the sole responsibility for determining and enforcing compliance with the terms, conditions, reservations, and restrictions upon or subject to which surplus property is disposed of pursuant to this subsection.

“(5) All surplus property within the purview of this subsection which is not disposed of pursuant hereto shall be disposed of as provided elsewhere in this Act or other applicable Federal Statute.

58 Stat. 774.
50 U. S. C. app.
§ 1627 (e).

“(6) Notwithstanding the provisions of subsection (f) of this section and subsection (e) of section 18, the disposal of surplus property under this subsection, which is determined by the Administrator to be available for the purposes enumerated in this subsection, shall be given priority immediately following transfers to other Government agencies under section 12.”

58 Stat. 770.
50 U. S. C. app.
§ 1621.

Approved July 30, 1947.

[CHAPTER 405]

AN ACT

July 31, 1947
[S. 338]
[Public Law 290]

To amend the Plant Quarantine Act approved August 20, 1912, as amended, by adding a new proviso to section 1.

37 Stat. 315.
7 U. S. C. § 154.

Entry of nursery stock from foreign countries.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Plant Quarantine Act approved August 20, 1912, as amended, be amended by substituting a colon for the period at the end of section 1 and by adding thereto a new proviso as follows:

“*And provided further*, That the Secretary of Agriculture is authorized to limit entry of nursery stock from foreign countries under such rules and regulations as he may deem necessary, including the

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

IN REPLY ADDRESS
REGIONAL ADMINISTRATOR
CIVIL AERONAUTICS ADMINISTRATION
P. O. BOX 1689
FORT WORTH 1, TEXAS

FEBRUARY 6, 1948

THE HONORABLE A. A. MURRELL
MAYOR, CITY OF CASTROVILLE
CASTROVILLE, TEXAS

DEAR MAYOR MURRELL:

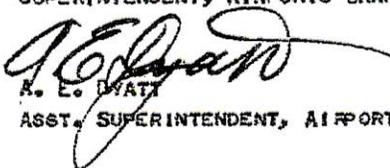
IN REFERENCE TO YOUR INQUIRY OF FEBRUARY 3, 1948, AS TO THE OBLIGATIONS OF A GRANTEE OF A SURPLUS GOVERNMENT AIRFIELD UNDER PROVISIONS OF PUBLIC LAW 289, WE ARE ENCLOSING A COPY OF THIS LAW WHICH SETS FORTH THE OBLIGATIONS IN A CLEAR MANNER.

BRIEFLY, SHOULD THE CITY OF CASTROVILLE ACQUIRE THE AUXILIARY AIRFIELD NO. 3 TO KELLY FIELD UNDER PUBLIC LAW 289, YOU WOULD BE EXPECTED TO OPERATE A PUBLIC AIRPORT OF A SIZE ADEQUATE TO SERVE CIVIL AVIATION IN YOUR COMMUNITY. OUR DISTRICT AIRPORT ENGINEER AT AUSTIN WILL BE GLAD TO ASSIST YOU IN DETERMINING THE SIZE AND EXACT LOCATION OF THE AREA NECESSARY FOR A CASTROVILLE MUNICIPAL AIRPORT AT THIS SITE. THAT PORTION OF THE EXISTING AIRFIELD NOT REQUIRED FOR CIVIL AVIATION PURPOSES MAY ALSO BE ACQUIRED UNDER PUBLIC LAW 289 AND USED FOR AGRICULTURE OR ANY OTHER ACTIVITY THAT WILL NOT INTERFERE WITH THE AIRPORT, PROVIDING THE REVENUE DERIVED THEREFROM IS USED IN THE OPERATION, MAINTENANCE AND DEVELOPMENT OF YOUR AIRPORT.

WE ARE REFERRING YOUR LETTER TO MR. F. J. SCHNITZER, DISTRICT AIRPORT ENGINEER, 1310 CONGRESS AVENUE, AUSTIN, TEXAS, WHO WILL UNDOUBTEDLY WANT TO CONSIDER THIS MATTER FURTHER WITH YOU.

VERY TRULY YOURS,

S. E. TRAVIS, JR.
SUPERINTENDENT, AIRPORTS BRANCH

BY: 
K. E. DWYER
ASST. SUPERINTENDENT, AIRPORTS BRANCH

ENCLOSURE

6

MINUTES OF MEETING

City Council of the City of
Castroville

February 7, 1949

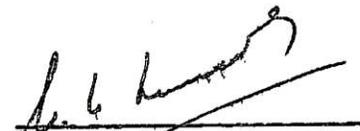
On this, the 7th day of February, 1949, the City Council of the City of Castroville, Texas, convened in regular session at the regular meeting place in Castroville, Texas, with the following members present:

- A. A. Murrell, Mayor
- Joe Hoog, Alderman
- G. R. Hans, Alderman
- W. W. Wernette, Alderman
- Jack Wernette, Secretary
- Ralph Tschirhart, Alderman

Also present was Mr. Stiles of the Civil Aeronautics Administration. After full discussion and upon motion by Alderman Ralph Tschirhart, seconded by Alderman Joe Hoog, it was agreed that the City of Castroville acquire Kelly Field Auxiliary #3 as a community airport under the provisions set forth by Public Law. The following voted AYES: Ralph Tschirhart, Joe Hoog, Frank Keller, G. R. Hans and W. W. Wernette---NOES: None, whereupon said motion was declared adopted.

The question of supplying water to residents outside the City Limits was placed before the Council by Alderman W. W. Wernette. In discussion it was tentatively agreed to have the Attorney draw up a contract to be signed by parties concerned; i.e., the City would permit the parties concerned to tie in with the nearest existing water main at their expense. The water consumed at each residence would be measured by a city-owned meter, and each residence would be billed in accordance with the existing water rates of the City. The question was tabled, pending further consultation with the Attorney.

There being no further business, meeting adjourned.



Mayor



Secretary

MINUTES OF MEETING

City Council of the City of
Castroville

April 8, 1949

On this the 8th day of April, 1949, the City Council of the City of Castroville, Texas, convened in regular session at the regular meeting place in Castroville, Texas, with the following present: Mayor A. A. Murrell; Aldermen Wernette, Keller, Hoog, Tschirhart; Secretary Wernette. And the following absent: Alderman Hans.

Returns of the City General Election of April 5, 1949, were canvassed by the Council. A total of 44 votes was cast and the following candidates received the number of votes set opposite their names:

A. A. Murrell, for Mayor	44
Frank J. Keller, for Alderman	43
G. R. Hans, for Alderman	43

The Mayor then declared that A. A. Murrell was duly elected Mayor and that Frank J. Keller and G. R. Hans were duly elected aldermen of the City of Castroville.

After full discussion and upon motion by W. W. Wernette, seconded by Ralph L. Tschirhart, the following resolution was unanimously adopted:

RESOLVED: That the City of Castroville, for use of the Kelly Auxiliary #3 Airport, apply for Airport Property as listed in Schedule "a", in Notice from War Assets Administration, Region 7, dated April 4, 1949, in letter addressed to the Mayor of the City of Castroville, Texas.

That the Mayor be and he is hereby authorized and directed to accept delivery of all the airport property and to execute any and all instruments necessary to effect this transfer, and the City of Castroville agrees to accept and be bound by all the terms, reservations, restrictions, and conditions of transfer set forth in instrument of transfer pursuant to War Assets Administration Regulations.

Motion was made by Ralph L. Tschirhart, seconded by Frank J. Keller, that the old tank and tower of the water system be offered for sale to the highest bidder. Motion carried, and the City Secretary was instructed to advertise for bids, to be turned in by May 1, and to include complete removal of tank and supports.

There being no further business, meeting adjourned.

Jack Wernette
Secretary

A. A. Murrell
Mayor

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by its officers hereunto authorized and has caused its seal to be affixed hereto this the 3rd. day of January, A. D. 1947.

(Seal)
ATTEST:
Royal W. King
Secretary

MEDINA IRRIGATED FARMS, INC..
BY J. A. Kenagy
Vice President

This release execute in duplicate as the original has been lost or destroyed.

THE STATE OF TEXAS }
COUNTY OF MEDINA) BEFORE ME, the undersigned authority personally appeared J. A. KENAGY, Vice President of Medina Irrigated Farms, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of January, A. D. 1950.

Frank Fluegge
Notary Public in and for Medina County, Texas.

(Seal)

Filed for record the 3rd day of February, A. D. 1950 at 8:00 o'clock A. M.

Recorded this the 3rd day of February, A. D. 1950 at 1:30 o'clock P. M.

Vol/Page

Howard H. Haby
Clerk County Court, Medina County, Texas.

147/264

No. 6107

DEED WITHOUT WARRANTY

UNITED STATES OF AMERICA

TO CITY OF CASTROVILLE, TEXAS

THIS INDENTURE, made this 26 day of July, 1949, between THE UNITED STATES OF AMERICA, acting by and through the General Services Administrator, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Act of 1949, and the Surplus Property Act of 1944, as amended, thereby, and regulations and orders promulgated thereunder, party of the first part and the CITY OF CASTROVILLE, TEXAS, a body politic under the laws of the State of Texas, party of the second part,

WITNESSETH: That said party of the first part, for and in consideration of the assumption by the party of the second part of all the obligations and its taking subject to certain reservations, restrictions and conditions and its covenant to abide by and agreement to certain other reservations, restrictions and conditions, all as set out hereinafter, does hereby bargain, sell, grant and convey, but without warranty, express or implied, to the party of the second part, its successors and assigns, under and subject to the reservations, restrictions and conditions, exceptions and reservation of fissionable materials and rights hereinafter set out, all

its right, title and interest in the following described property situate in the County of Medina, State of Texas, to-wit:

A parcel of land containing approximately 458.88 acres of land in Medina County, Texas, being all of the L. M. Collard Survey No. 97- $\frac{1}{2}$ and parts of the Joseph Riediger Survey No. 15, the John Riediger Survey No. 16 and I&G.N. Railroad Company Surveys No. 4/17 and 6/17, and known as Castroville Field (Kelly Auxiliary Field No. 3). The said land is more particularly described as follows:

BEGINNING at a point, for the Northwest corner of this tract, on the West line of the I&G.N. Railroad Company Survey No. 6/17, this point being 4046.6 feet North of the Northwest corner of the Joseph Riediger Survey No. 15; Thence South 89° 49' East, 1613.3 feet; Thence South 0° 08' West, 29.9 feet; Thence North 89° 25' East, 1865.5 feet; Thence South 01° 59' West, 1267.9 feet; Thence South 89° 00' 27" East, 1370.3 feet; Thence South 0° 18' West, 2439.2 feet; Thence South 85° 29' West, 693.7 feet; Thence South 0° 29' West, 1454.8 feet; Thence North 89° 48' West, 3592.4 feet; Thence North 0° 05' East, 5332.9 feet to the place of beginning, being the same property acquired by the United States of America by Deed or Declaration of Taking from various owners as set forth in Exhibit "A" attached hereto and made a part hereof. Said Deeds and Declarations of Taking being filed in the Records of Medina County, State of Texas, reference being hereto made to said Deeds or Declarations of Taking as if fully set out herein.

15 YEAR AVIGATION EASEMENTS:

40.5 acres of land, more or less, out of the L. M. Collard Survey No. 97, situated in the County of Medina, State of Texas, and described as follows, to-wit:

BEGINNING at the NW corner of the present Kelly Auxiliary Field No. 3, which is also the NE corner of a tract of land in the name of John & Adolph Vollmer; Thence along the N line of the present Auxiliary Field No. 3, S. 89 deg. 49 min. E., 1613.3 ft. to a point in said fence line, continuing on along said fence line N. 89 deg. 25 min. E. 1865.5 ft. to a point; Thence N. 01 deg. 59 min. E. 500 ft. to a point; Thence due west, parallel to and 500 ft. at right angle from the aforesaid fence line to a point 500 ft. from the NW corner of the present Auxiliary Field No. 3 and on the W line of the said Auxiliary Field Projected; Thence around a curve to the left with a radius of 500 ft. from said N W corner to the common line between the Joseph Courant 91.7 acres of which this tract is a part, and the tract of land owned by John and Adolph Vollmer; Thence along said common line approximately due east 500 ft. to the place of BEGINNING, containing approximately 40.5 acres, being the same property conveyed by Avigation Easement Deed from Joseph Courand dated May 31, 1943, and filed for record in the Records of Medina County, State of Texas.

20.64 acres of land, more or less, out of the I. & G. N. Railroad Survey No. 4/17, situated in the County of Medina, State of Texas, described by metes and bounds as follows:

BEGINNING at a point in the south line of Joseph Courand 91.7 acres as shown in Volume 103, Page 328 of the Medina County Deed Records (a part of the same being the north line of this tract) where the most westerly east line of the present Kelly Auxiliary Field No. 3 projected intersects the same: Thence north 89 deg. 25 min. East, along the south fence line of the Courand tract 500 feet to a point in the same; Thence south 01 deg. 59 min. West, approximately 660.0 feet to an old fence line; Thence in an easterly direction approximately 230 feet to an old fence corner; Thence southerly along an old fence line passing West of an old building, a distance of approximately 230 feet to an East and West fence line; Thence easterly along said fence line approximately 70.0 feet to the West boundary line of an 80 acre tract of land in the name of Frank Schmitt, as shown in Volume 67, Page 454, Medina County Deed Records; Thence southerly along said fence line 550.0 feet to a southerly north boundary of the said Auxiliary

Field; Thence along the said boundary North 89 deg. 27 min. West to an inside corner of the present Auxiliary Field; Thence north 01 deg. 59 min. East, along a westerly east boundary line of said Auxiliary Field and across an old road to the PLACE OF BEGINNING, being the same property conveyed by Avigation Easement Deed from Alfred J. Schmitt and wife, Emelia Schmitt dated April 26, 1943, and filed for record in the Records of Medina County, State of Texas.

All that certain lot, tract or parcel of land lying and being situated in Medina County, Texas, out of and a part of the I & G N Railroad Survey No. 4/17, described by metes and bounds as follows:

BEGINNING at a point in the most southerly North line of the present Kelly Auxiliary Field No. 3, where the West line of an 80 acre tract intersects the same: Thence North along the West fence and property line of the said 80 acres a distance of 550.0 feet to a point: Thence South 89 deg. 27 min. East, approximately 662.0 feet to a fence line for the East boundary line of this tract: Thence South along said fence line 550.0 feet to a southerly Northeast corner of the present Auxiliary Field No. 3: Thence North 89 deg. 27 min. West along the aforesaid southerly North boundary of said Auxiliary Field No. 3, approximately 662.0 feet to the PLACE OF BEGINNING, being the same property conveyed by Avigation Easement Deed from Frank Schmitt and wife, Mathilda Schmitt dated April 9, 1943, and filed for record in the Records of Medina County, State of Texas.

34.3 acres out of and a part of a 126.8 acre tract of land out of the Eugene Tondre Survey No. 96, Abstract No. 1345 and the I & G N Railroad Survey No. 4/17, Abstract No. 1212;

BEGINNING at the most southerly Northeast corner of the present Kelly Auxiliary Field No. 3: Thence North 00 deg. 18 min. West along the boundary fence between the Frank Schmitt 80 acres as shown in Volume 67, Page 454 of Medina County Deed Records; and the West line of the aforesaid 126.8 acres, 550.0 feet to a point: Thence South 89 deg. 27 min. East, 500.0 feet to a point; Thence South 00 deg. 18 min. West, approximately 2989.2 feet to a point: Thence West 500.0 feet to the most northern Southeast corner of the present Kelly Auxiliary Field No. 3: Thence North 00 deg. 18 min. East, along the easterly boundary of said Auxiliary Field 2439.2 feet to the PLACE OF BEGINNING, being the same property conveyed by Avigation Easement Deed from Fritz Tondre and wife, Genevieve Tondre dated April 9, 1943, and filed for record in the Records of Medina County, State of Texas.

3.38 acres of land, more or less, out of the Hubert Burger Survey No. 114, described by metes and bounds as follows:

BEGINNING at the northwest corner of the Hubert Burger Survey on the south line of the present Kelly Auxiliary Field No. 3; Thence east with the south line of said field and the north line of said Burger Survey 294 feet to a point; Thence south 500 feet to a point; Thence west 294 feet to the west line of the said Burger Survey and the west line of this tract; Thence north with said west line 500 feet to the PLACE OF BEGINNING.

being the same property conveyed by Avigation Easement Deed from Joseph Cross dated April 24, 1943, and filed for record in the Records of Medina County, State of Texas.

TOGETHER WITH 800 lineal feet of five-strand barbed wire fence.

The above described premises are transferred subject to existing easements for roads, highways, public utilities, railways and pipelines.

EXCEPTING, HOWEVER, from this conveyance all right, title and interest in and to all its property in the nature of equipment, furnishings and other personal property located on the above described premises which can be removed from the land without material injury to the land or structures located thereon, other than property of such nature located on the premises conveyed hereby which is reasonably necessary for the operation or maintenance of the airport or for the

operation or maintenance of the structures and improvements specifically listed hereinabove as being transferred hereby, for any reasonable use for which such structures or improvements are readily adaptable; and further excepting from this conveyance all its structures on said premises other than structures specifically described or enumerated above as being conveyed hereunder; and reserving to the party of the first part for itself and its lessees, licensees, permittees, agents and assigns the right to use the property and structures excepted hereby in such a manner as will not materially and adversely affect the development, improvement, operation or maintenance of the airport and the right of removal from said premises of such property and structures, all within a reasonable period of time after the date hereof, which shall not be construed to mean any period more than one (1) year after the date of this instrument, together with a right of ingress to and egress from said premises for such purposes.

And further excepting from this conveyance and reserving to the party of the first part, in accordance with Executive Order 9908, approved on December 5, 1947, (12 F.R. 8223), all uranium, thorium, and all other materials determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761), to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require, delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

Said property transferred hereby was duly declared surplus and was assigned to the War Assets Administrator for disposal, acting pursuant to the provisions of the above mentioned Act, as amended, Executive Order 9689, and applicable rules, regulations and orders.

TO HAVE AND TO HOLD said premises, with appurtenances, except the fissionable materials and other property excepted above and the rights reserved above, and under and subject to the reservations, restrictions and conditions set forth in this instrument, unto the said party of the second part, its successors and assigns forever.

By the acceptance of this deed or any rights hereunder, the said party of the second part, for itself, its successors and assigns agrees that the transfer of the property transferred by this instrument, is accepted subject to the following restrictions set forth in subparagraphs (1) and (2) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Reorganization Plan 1 of 1947 (12 F.R. 4534), the Federal

Property and Administrative Services Act of 1949 (P. L. 152 - 81st Congress) and applicable rules, regulations and orders:

(1) That, except as provided in subparagraph (6) of the next succeeding unnumbered paragraph, the land, buildings, structures, improvements and equipment in which this instrument transfers any interest shall be used for public airport purposes for the use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of the term "exclusive right" as used in subparagraph (4) of the next succeeding paragraph. As used in this instrument, the term "airport" shall be deemed to include at least all such land, buildings, structures, improvements and equipment.

(2) That, except as provided in subparagraph (6) of the next succeeding paragraph, the entire landing area, as defined in WAA Regulation 16, dated June 26, 1946, and all structures, improvements, facilities and equipment in which this instrument transfers any interest shall be maintained for the use and benefit of the public at all times in good and serviceable condition, provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the remainder of their estimated life, as determined by the Civil Aeronautics Administrator or his successor. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above described premises which have outlived their use as airport property in the opinion of the Civil Aeronautics Administrator or his successor.

By the acceptance of this deed or any rights hereunder, the said party of the second part for itself, its successors and assigns, also assumes the obligations of, covenants to abide by and agrees to, and this transfer is made subject to, the following reservations and restrictions set forth in subparagraphs (1) to (7), inclusive, of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Reorganization Plan 1 of 1947 (12 F. R 4534), the Federal Property and Administrative Services Act of 1949 (P.L. 152 - 81st Congress) and applicable rules, regulations and orders:

(1) That insofar as it is within its powers, the party of the second part shall adequately clear and protect the aerial approaches to the airport by removing, lowering, relocating, marking or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

(2) That the United States of America (hereinafter sometimes referred to as the "Government") through any of its employees or agents shall at all times have the right to make nonexclusive use of the landing area of the airport at which any of the property transferred by this instrument is located or used, without charge: Provided, however, that such use may be limited as may be determined at any time by the Civil Aeronautics Administrator or his successor to be necessary to prevent undue interference with use by other authorized aircraft: Provided, further, that the Government shall be obligated to pay for damages caused by such use, or if its use of the landing area is substantial, to contribute a reasonable share of the cost of maintaining and operating the landing area, commensurate with the use made by it.

(3) That during any national emergency declared by the President of the United States of America or the Congress thereof, the Government shall have the right to make exclusive or non-exclusive use and have exclusive or nonexclusive control and possession, without charge, of the airport at which any of the property transferred by this instrument is located or used, or of such portion thereof as it may desire, provided, however, that the Government shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or

over which it may have exclusive possession or control, during the period of such use, possession, or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use nonexclusively or over which it may have nonexclusive control and possession; Provided, further, that the Government shall pay a fair rental for its use, control, or possession, exclusively or nonexclusively of any improvements to the airport made without United States aid.

(4) That no exclusive right for the use of the airport at which the property transferred by this instrument is located shall be vested (directly or indirectly) in any person or persons to the exclusion of others in the same class, the term "exclusive right" being defined to mean

(1) any exclusive right to use the airport for conducting any particular aeronautical activity requiring operation of aircraft;

(2) any exclusive right to engage in the sale or supplying of aircraft, aircraft accessories, equipment, or supplies (excluding the sale of gasoline and oil), or aircraft services necessary for the operation of aircraft (including the maintenance and repair of aircraft, aircraft engines, propellers, and appliances).

(5) That, except as provided in subparagraph (6) of this paragraph, the property transferred hereby may be successively transferred only with the proviso that any such subsequent transferee assumes all the obligations imposed upon the party of the second part by the provisions of this instrument.

(6) That no property transferred by this instrument shall be used, leased, sold, salvaged, or disposed of by the party of the second part for other than airport purposes without the written consent of the Civil Aeronautics Administrator, which shall be granted only if said Administrator determines that the property can be used, leased, sold, salvaged or disposed of for other than airport purposes without materially and adversely affecting the development, improvement, operation or maintenance of the airport at which such property is located; Provided, that no structures disposed of hereunder shall be used as an industrial plant, factory, or similar facility within the meaning of Section 23 of the Surplus Property Act of 1944, as amended, unless the party of the second part shall pay to the United States such sum as the General Services Administrator or his successor in function shall determine to be a fair consideration for the removal of the restriction imposed by this proviso.

(7) The party of the second part does hereby release the Government, and will take whatever action may be required by the General Services Administrator to assure the complete release of the Government from any and all liability the Government may be under for restoration or other damages under any lease or other agreement covering the use by the Government of the airport, or part thereof, owned, controlled or operated by the party of the second part, upon which, adjacent to which, or in connection with which, any property transferred by this instrument was located or used; Provided, that no such release shall be construed as depriving the party of the second part of any right it may otherwise have to receive reimbursement under Section 17 of the Federal Airport Act for the necessary rehabilitation or repair of public airports heretofore or hereafter substantially damaged by any Federal agency.

By acceptance of this instrument or any rights hereunder, the party of the second part further agrees with the party of the first part as follows:

(1) That in the event that any of the aforesaid terms, conditions, reservations or restrictions is not met, observed, or complied with by the party of the second part or any subsequent transferee, whether caused by the legal inability of said party of the second part or subsequent transferee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred by this instrument to the party of the second part,

or any portion thereof, shall at the option of the party of the first part revert to the party of the first party sixty (60) days following the date upon which demand to this effect is made in writing by the Civil Aeronautics Administrator or his successor in function, unless within said sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed or complied with, in which event said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously reverted, shall remain vested in the party of the second part, its transferees, successors and assigns.

(2) That if the construction as covenants of any of the foregoing reservations and restrictions recited herein as covenants or the application of the same as covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead merely as conditions upon the breach of which the Government may exercise its option to cause the title, right of possession and all other rights transferred to the party of the second part, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed as of the day and year first above written.

Approved as to form and substance
John M. Montgomery
Atty.

UNITED STATES OF AMERICA
Acting by and through
General Services Administrator

WITNESSE_:

By Karl E. Wallace
Regional Director, Region 7
War Assets
GENERAL SERVICES ADMINISTRATION

Mary Rode
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STATE OF TEXAS)
COUNTY OF MEDINA) Before me, Margaret G. Beck, a Notary Public, in and for Dallas County, State of Texas, on this day personally appeared Karl E. Wallace, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Regional Director, War Assets, General Services Administration, and acknowledged to me that the same was the act and deed of the United States of America, and the General Services Administrator; and that he executed the same as the act of the United States of America and of the General Services Administrator for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, at Dallas, Texas, this 24th day of July, 1949.

(Seal) My Commission Expires:
June 1, 1951

Margaret G. Beck
Notary Public, in and for Dallas County, Texas.

Filed for record the 3rd day of February, A. D. 1950 at 11:45 o'clock A. M.

Recorded this the 4th day of February, A. D. 1950 at 3:45 o'clock A. M.

Howard H. Haby
Clerk County Court, Medina County, Texas.

THE STATE OF TEXAS

County of Medina

I, HOWARD H. HABY, Clerk of the County Court of said County, do

hereby certify that the foregoing Instrument of writing with its Certificate of Authentication, was filed in my office the 3 day of Feb A. D., 19 50, at 11:45

daily recorded the 24 day of Feb A. D., 19 50, at 8:45

A. L. in the Deed Records of said County at Volume 1172

on Page No. 264-270

WITNESSE my hand and seal at Office at Hondo, Texas, this day and year last above written

Howard H. Haby
Clerk County Court, Medina County, Texas

COPY TO: Mr. J. D. ...

RECEIVED BY ...
JAN 20 1950

GARBAGE RATES: Heard the report that at the present time the City has 243 residential subscribers and 27 business subscribers to the service. If residential were increased 50¢ a month and business \$1.00, it would increase the income from this service \$148.50 per month. Present billing is \$583.00 per month.

Concern was expressed that if the charge is increased, some of the subscribers would drop the service. It was pointed out that Devine has made it mandatory that all customers subscribe to the service. Councilwoman Keefer said she would like to see the service made mandatory. Att'y Lee said it would require an ordinance.

Council decided to hold any decision on the garbage service until a later date.

CONSUMER DEPOSITS: Council decided to continue on the existing basis.

SERVICE CHARGES: Heard the report there is still \$493.17 outstanding on Gas Service charges - three services have had nothing paid on them since the applications were made in 1973. Council agreed that if no effort is made to pay the services, they should be removed.

MUNICIPAL AIRPORT: Att'y Lee reported there is nothing in the deed from the U.S. Govt. to prohibit the use of money derived from the airport being used for any purpose designated by the City. Council instructed that the letters showing how airport income is to be used be placed before Council at the next meeting.

LOWER LACOSTE ROAD: Heard the report McDonough Bros. have repaired some of the pot holes in the road. Mayor Haby instructed that Mr. McAnelly write McDonough Bros. a proposal that the City crew do the repair work on the road and bill McDonough Bros. for it inasmuch as it appears they do not have the time to take care of the road properly.

Councilwoman Keefer asked Att'y Lee if it would be possible to prohibit trucks of certain weights using the Lower LaCoste Road, except for deliveries in the area or with special permission.

Att'y Lee said an Ordinance could be written with the weight restrictions, but it would have to apply to all trucks. The Ordinance could not be arbitrary as to content and enforcement. It must cover all trucks, it cannot be discriminatory or make exceptions.

Councilwoman Keefer expressed her disappointment and regret that nothing could be done to protect the citizens from the inconvenience of the truck traffic or the City from having its streets torn up.

DUMPING GROUND: Heard the report that someone from the Health Department told Mr. Kempf that he could no longer burn in the afternoon - it must be done in the morning. Inasmuch as Mr. Kempf is at the dumping ground only in the afternoon, except on Saturday, Mr. McAnelly said he would have his men do the burning in the morning as instructed, until something else can be worked out. It was noted that there is a possibility the dumping ground would need to be open in the morning instead of the afternoon. However, it was pointed out this schedule would be inconvenient

Mayor Pro-tem Garza asked if Mrs. Gilliam was a City employee and who would be responsible for her dismissal if she is no longer needed at the Park. Sec'y said she didn't know who hired her for Construction Fund bookkeeper, she presumed it was Wm. T. Tschirhart. However, she had asked Mrs. Gilliam to consider a position of bookkeeper in the City Office when park construction was completed and Mrs. Gilliam had declined, saying she was going to continue as bookkeeper and secretary for the Park.

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Mr. McAnelly reported he has obtained a 1963 Ford 1/2 T. pick-up for the Park, with fair tires for \$85.00 through Surplus Property.

It was agreed the old truck should be advertised for bids.

CITY EQUIPMENT: Mr. McAnelly reported he has a chance to get a 1963 pick-up to pull the garbage trailer if the option is not taken by Edinburg. It has a four-speed transmission and the price is \$150.00. His request for a tractor has been approved upon availability. He added that he has also looked at a 1961 Ford, good motor for \$80.00. However, Surplus Property has not gotten the papers on it thus far. He said he has had a requisition in for a shredder, but there has never been one available. He is also working through Kelly GSA.

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MUNICIPAL AIRPORT: Noted letters from F.A.A., 1959, 1965 and 1968 (copies sent to Att'y Lee) stating that revenue derived from the agricultural leases is used only for operation, maintenance or improvement of the Castroville Municipal Airport. Also directive set forth in Municipal Airports Act relative to Application of Airport Revenues and Sale Proceeds.

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Also noted letter from F.A.A. in 1966 which denied Council's request for release of the Castroville Municipal Airport from certain reservations in the deed to the City of Castroville.

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Mayor Haby pointed out that inasmuch as the refusal was made in 1966, the situation may have changed now and recommended the matter be pursued. Instructions were given that Att'y Lee be contacted and asked to check on the variance that was granted the City of Hondo in connection with their airport - looking into the possibility of a similar variance being granted the City of Castroville.

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TEST WELL AT AIRPORT: Mr. McAnelly reported U.S.G.S. has begun work are down 100'. To Mayor Haby's question, Mr. McAnelly reported they are 50' west of the fence on the line between the baseball field complex and Santleban. There is a 12' road between. Although they are now using part of the Santleban lease, they are paying him for the use and when they are finished, they will not be on his lease. They are also paying for the water they are using.

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CITY WORK AT AIRPORT: To Councilman Gallegos question on completion Mr. McAnelly reported he is getting the equipment installed.

LOWER LACOSTE ROAD: Mrs. Clark stated Att'y Lee is giving the City wrong information on the Lower LaCoste Road. She said Council should ask him to cite the Statutes on the information he has given the City.

DESPO:
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DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

g/lac

SOUTHWEST REGION
Houston Airports District Office
8345 Telephone Road
Houston, Texas 77017



SEP 8 1974

Mrs. Charlotte Lafferty
City Secretary, City of Castroville
P. O. Box 479
Castroville, Texas 78009



Dear Mrs. Lafferty:

This will confirm your telephone conversation with Mr. Lyon of this office on September 4, 1974, concerning the use of revenue derived from land transferred under Public Law 289.

* { Over two-thirds of the 458.88 acres transferred to the City of Castroville by deed dated July 26, 1949, was for non-aeronautical use as revenue producing property to assist the City in making the airport self-sustaining. Although increased aeronautical needs may have reduced the total acreage of non-aeronautical property, the intent of the transfer has not changed.

Mayor A. A. Murrell's letter dated February 8, 1949, requesting the above referenced transfer of land states the following, "The City of Castroville will at all times use diligence and do everything within its power to assure that all income produced by the properties transferred under this act will be allocated and used in the operation, maintenance and development of subject airport."

* { Further, subparagraph (6) of the Deed dated February 26, 1949, states that no property transferred by this instrument shall be used, leased, sold, salvaged, or disposed of by the City for other than airport purposes without the written consent of the Civil Aeronautics Administrator (now Federal Aviation Administrator). Approval of non-aeronautical leases will not be approved by this office unless it is agreed that the revenue will be used for improvement, operation and maintenance of the airport as intended in the original land transfer.

It has been our past experience that an airport with the relative size and operations of Castroville Municipal will require all the revenue derived from both aeronautical and non-aeronautical leases to improve, operate and maintain the airport in a matter to enhance safety and to provide the flying public with the facilities they deserve. Although not required by rule or regulation, we strongly recommend that all revenue including that derived from aeronautical

leases be used for airport purposes.

It should be noted that this office is responsible for determining the continued compliance with the requirements of all transfers of real property under Public Law 289, therefore, you should continue to maintain a yearly Budget for both income and expenditures related to Castroville Municipal Airport. These records shall be made available for inspection by an authorized representative of this office upon request..

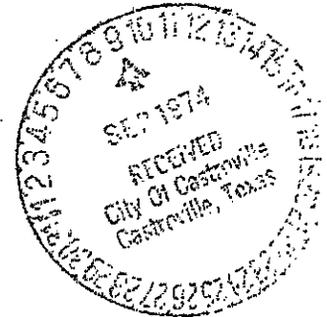
This office is available to provide assistance at any time concerning recommendations for improvements, and maintenance of your airport.

If you have additional questions concerning the requirements of Public Law 289, please contact this office.

Sincerely,



WILLIAM N. DALE
Chief, Houston Airports District Office



present time, he has only part-time carpenters.

Councilman Roman Garza asked how much money has been spent at the Park to date. Mr. Wm. T. Tschirhart said he didn't know the exact amount, but he can prepare a report.

AGRICULTURAL LEASES - CASTROVILLE MUNICIPAL AIRPORT: Noted current leases expire Aug. 31, 1973.

VACANCY - AIRPORT ADMINISTRATIVE COMMITTEE: Councilman Francisco Garza recommended that the Airport Administrative Committee be asked to meet with City Council at the next regular City Council meeting to discuss agricultural leases and appointment to the vacancy on the committee. Council unanimously agreed with his recommendation and Mayor Tschirhart instructed the meeting with the Committee be placed first on the Agenda of that meeting.

SHALLOW WELL - MUNICIPAL AIRPORT: Mr. McAnelly reported he added eighteen inches of pipe and presently there is only 8' of water in the well with an out-put of 100 gals. per day. Mr. McAnelly pointed out that when the farmers in the area are irrigating, there is plenty of water in the well, but there has been no need to irrigate this Spring, therefore no water has accumulated for other airport needs.

Councilman Brieden questioned the operation of the well, asking about the well that has been recommended for the Airport.

Mr. McAnelly explained the existing well is a shallow well and the proposed well is a deep well.

It was generally agreed discussion of a deep well shall be included when Council and Airport Administrative Committee meet.

DRAINAGE - S. W. CASTROVILLE: Council was of the general opinion to wait for further recommendations from Engineer Jewett.

OTHER DRAINAGE: Letter from Col. Keefer placed before Council pointing out the need for proper drainage on the Lower LaCoste Road and asking for that area to be included in the aerial survey.

Mayor Tschirhart instructed a letter be written Col. Keefer assuring him that East Castroville will be included in the survey. He further instructed that Mr. McAnelly check on the existing problem and see what can be done to relieve the situation.

Council Brieden stated, in his opinion, we should wait for the aerial photograph before any drainage work is done. Councilman Roman Garza asked Councilman Brieden if he has drainage problems, to which Councilman Brieden replied he has them on his own property.

Mayor Tschirhart stated, in his opinion, we should start with aerial photography, pointing out that it would be helpful on all future work.

Mayor Pro-tem Fischer agreed with Mayor Tschirhart's statement, however adding, in the meantime Mr. McAnelly should take care of the small jobs. Special reference made to the problem on the Lower LaCoste Road and in N. W. Castroville.

Federal Register

Tuesday
February 16, 1999

Part II

**Department of
Transportation**

Federal Aviation Administration

Policy and Procedures Concerning the
Use of Airport Revenue; Notice

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

[Docket No. 28472]

Policy and Procedures Concerning the Use of Airport Revenue

AGENCY: Federal Aviation Administration (FAA) DoT

ACTION: Policy statement.

SUMMARY: This document announces the final publication of the Federal Aviation Administration policy on the use of airport revenue and maintenance of a self-sustaining rate structure by Federally-assisted airports. This statement of policy ("Final Policy") was required by the Federal Aviation Administration Authorization Act of 1994, and incorporates provisions of the Federal Aviation Administration Reauthorization Act of 1996. The Final Policy is also based on consideration of comments received on two notices of proposed policy issued by the FAA in February 1996, and December 1996, which were published in the **Federal Register** for public comment. The Final Policy describes the scope of airport revenue that is subject to the Federal requirements on airport revenue use and lists those requirements. The Final Policy also describes prohibited and permitted uses of airport revenue and outlines the FAA's enforcement policies and procedures. The Final Policy includes an outline of applicable record-keeping and reporting requirements for the use of airport revenue. Finally, the Final Policy includes the FAA's interpretation of the obligation of an airport sponsor to maintain a self-sustaining rate structure to the extent possible under the circumstances existing at each airport.

DATES: This Final Policy is effective February 16, 1999.

FOR FURTHER INFORMATION CONTACT: J. Kevin Kennedy, Airport Compliance Specialist, Airport Compliance Division, AAS-400, Office of Airport Safety and Standards, 800 Independence Avenue, SW., Washington, DC 20591, telephone (202) 267-8725; Barry L. Molar, Manager, Airport Compliance Division, AAS-400, Office of Airport Safety and Standards, 800 Independence Avenue, SW., Washington, DC 20591, telephone (202) 267-3446.

SUPPLEMENTARY INFORMATION:**Outline of Final Policy**

The Final Policy implements the statutory requirements that pertain to the use of airport revenue and the maintenance of an airport rate structure

that makes the airport as self-sustaining as possible. The Final Policy generally represents a continuation of basic FAA policy on airport revenue use that has been in effect since enactment of the Airport and Airway Improvement Act of 1982 (AAIA), currently codified at 49 U.S.C. § 47107(b). The FAA issued a comprehensive statement of this policy in the Notice of Proposed Policy dated February 26, 1996 (Proposed Policy), and addressed four particular issues in more detail in the Supplemental Notice of Proposed Policy dated December 18, 1996 (Supplemental Notice). The Final Policy includes provisions required by the Federal Aviation Administration Authorization Act of 1994, Public Law 103-305 (August 23, 1994) (FAA Authorization Act of 1994), and the Airport Revenue Protection Act of 1996, Title VIII of the Federal Aviation Administration Reauthorization Act of 1996, Public Law 104-264 (October 9, 1996), 110 Stat. 3269 (FAA Reauthorization Act of 1996). The Final Policy also includes changes adopted in response to comments on the Proposed Policy and Supplemental Notice.

The Final Policy contains nine sections. Section I is the Introduction, which explains the purpose for issuing the Final Policy and lists the statutory authorities under which the FAA is acting.

Section II, "Definitions," defines federal financial assistance, airport revenue and unlawful revenue diversion.

Section III, "Applicability of the Policy," describes the circumstances that make an airport owner or operator subject to this Final Policy.

Section IV, "Statutory Requirements for the Use of Airport Revenue," discusses the statutes that govern the use of airport revenue.

Section V, "Permitted Uses of Airport Revenue," describes categories and examples of uses of airport revenue that are considered to be permitted under 49 U.S.C. 47107(b). The discussion is not intended to be a complete list of all permitted uses but is intended to provide examples for practical guidance.

Section VI, "Prohibited Uses of Airport Revenue," describes categories and examples of uses of airport revenue not considered to be permitted under 49 U.S.C. 47107(b). The discussion is not intended to be a complete list of all prohibited uses but is intended to provide examples for practical guidance.

Section VII, "Policies Regarding Requirement for a Self-Sustaining Airport Rate Structure," describes policies regarding the requirement that

an airport maintain a self-sustaining airport rate structure. This is a new section of the policy, which provides more complete guidance on the subject than appeared in either the Proposed Policy or Supplemental Notice.

Section VIII, "Reporting and Audit Requirements," addresses the requirement for the filing of annual airport financial reports and the requirement for a review and opinion on airport revenue use in a single audit conducted under the Single Audit Act, 31 U.S.C. §§ 7501-7505.

Section IX, "Monitoring and Compliance," describes the FAA's activities for monitoring airport sponsor compliance with the revenue-use requirements and the requirement for a self-sustaining airport rate structure and the range of actions that the FAA may take to assure compliance with those requirements. Section IX also describes the sanctions available to FAA when a sponsor has failed to take corrective action to cure a violation of the revenue-use requirement.

Background*Governing Statutes*

Four statutes govern the use of airport revenue: the AAIA; the Airport and Airway Safety and Capacity Expansion Act of 1987; the FAA Authorization Act of 1994; and the FAA Reauthorization Act of 1996. These statutes are codified at 49 USC 47101, *et seq.*

Section 511(a)(12) of the AAIA, part of title V of the Tax Equity and Fiscal Responsibility Act, Public Law 97-248, (now codified at 49 USC 47107(b)) established the general requirement for use of airport revenue. As originally enacted, the revenue-use requirement directed public airport owners and operators to "use all revenues generated by the airport * * * for the capital or operating costs of the airport, the local airport system, or other local facilities which are owned or operated by the owner or operator of the airport and directly related to the actual transportation of passengers or property."

The original revenue-use requirement also contained an exception, or "grandfather" provision, permitting certain uses of airport revenue for non-airport purposes that predate the AAIA.

The Airport and Airway Safety and Capacity Expansion Act of 1987, Public Law 100-223 (December 30, 1987), narrowed the permitted uses of airport revenues to nonairport facilities that are "substantially" as well as directly related to actual air transportation; required local taxes on aviation fuel enacted after December 30, 1987, to be

structure future contributions to permit reimbursement over a longer period of time in order to promote the financial stability of the airport. The six-year limitation, which is incorporated in the Final Policy, also addresses ATA's request for a time limit on the airport owner or operator's ability to claim recoupment for past unreimbursed requests.

The FAA does not accept the suggestion that the definition is an unauthorized taking of sponsor property without just compensation. First, as noted, the definition is supported by the 1996 FAA Reauthorization Act, which included an express provision for an exemption from the revenue use restriction for sale and lease proceeds. Second, all airport sponsors, including the airport commenters, voluntarily agreed to their restrictions on the use of airport revenue when they accepted grants-in-aid under the AIP program. Finally, the definition does not deprive the commenter of its property. The proceeds from the disposal will still flow to the commenter sponsor to be used for a legitimate local public purpose—operation and development of the commenter's airport.

The FAA acknowledged in the Proposed Policy that existing FAA internal orders contain provisions on the status of proceeds from the disposal of airport property that are inconsistent with this Final Policy. As stated in the Proposed Policy, this inconsistency does not preclude the FAA from defining proceeds from the disposal of airport property as airport revenue in this Final Policy. Rather, "the Policy takes precedence, and the orders will be revised to reflect the policies in this statement." 61 FR 7138. In addition, the provisions in the FAA internal orders are in conflict with the 1996 FAA Reauthorization Act. Because of this statutory conflict, the FAA cannot continue to apply them.

b. Revenue Generated by Off-airport Property

The Proposed Policy defined as airport revenue the revenue received for the use of property owned and controlled by a sponsor and used for airport-related purposes, but not located on the airport.

Airport operators: The ACI-NA/AAAE and two individual airport operators objected to this definition of airport revenue. The ACI-NA/AAAE stated that revenues received from off-airport activities should ordinarily not be counted as airport revenue. One airport operator argued that this definition is inconsistent with the statutory definition of airport in the

AAIA. The other airport operator (the State of Hawaii) is especially concerned about revenue generated by off-airport duty free shops.

No other comments were received.

Final Policy: The Final Policy does not modify the definition of airport revenue as it pertains to off-airport revenue. This definition is consistent with FAA's prior interpretation, which has defined as airport revenue the revenues received by the airport owner or operator from remote airport parking lots, downtown airport terminals, and off-airport duty free shops.

After enactment of the original revenue-use requirement, the FAA initiated an administrative action to require the State of Hawaii to use its revenue from off-airport duty free sales in a manner consistent with section 47107(b). In response, Congress amended the revenue-use requirement to provide a specific and limited exemption to the State of Hawaii to permit up to \$250 million in off-airport duty-free sales revenue to be used for construction of highways that are part of the Federal-Aid highway system and that are located in the vicinity of an airport. See, 49 U.S.C. § 47107(j). The statutory exemption would only be necessary if the revenue from off-airport duty free shops is airport revenue within the meaning of the statute.

c. Royalties From Mineral Extraction

The Proposed Policy included royalties from mineral extraction on airport property earned by a sponsor as airport revenue.

Airport operators: One airport operator objected to including revenue from the sale of sponsor-owned mineral, natural, or agricultural products or water to be taken from the airport in the definition of airport revenue. The operator stated that the retention of mineral rights as airport property would represent a windfall to the airport at the sponsor's expense; that the Proposed Policy is contrary to congressional intent and that it would take, without compensation, valuable property rights from the sponsor. The operator also cited a prior decision where FAA concluded the production of natural gas at Erie, Pennsylvania, does not serve either the airport or any air transportation purpose. The royalties generated by such production were determined to be outside the scope of the revenue-use requirement.

Final Policy: The Final Policy retains the proposed definition of airport revenue to include the sale of sponsor-owned mineral, natural, agricultural products or water to be taken from the airport. On further review of the Erie

interpretation in this proceeding, the FAA no longer considers the analogy drawn in that interpretation—between mineral extraction and operation of a convention center or water treatment plant—to be appropriate. Rather, mineral and water rights represent a part of the airport property and its value. Just as proceeds from the sale or lease of airport property constitute airport revenue, proceeds from the sale or lease of a partial interest in the property—i.e. water or mineral rights—should also be considered airport revenue. The FAA will not require an airport owner or operator to reimburse the airport for past mineral royalty payments used for nonairport purposes based on the Erie interpretation. However, all airport owners and operators will be required to treat these payments as airport revenue prospectively, starting on the publication date of the Final Policy.

With respect to agricultural products, the FAA has always treated lease revenue from agricultural use of airport property as airport revenue, even if that revenue is calculated as a portion of the revenue generated by the crops grown on the airport property. The definition in the Final Policy will assure that the airport gets the full benefit of agricultural leases of airport property, regardless of the form of compensation it receives for agricultural use of airport property.

The FAA does not consider this interpretation to create a taking of airport owner or operator property. As discussed in other contexts, the limitation on the use of airport revenue was voluntarily undertaken by the airport operator upon receiving AIP grants. In addition, the revenues generated by these activities will still flow to the sponsor for its use for a legitimate local governmental activity, the operation and development of its airport.

d. Other Issues

The Final Policy includes a discussion of the requirement of 49 U.S.C. § 40116(d)(2)(A). This provision requires that taxes, fees or charges first taking effect after August 23, 1994, assessed by a governmental body exclusively upon businesses at a commercial service airport or upon businesses operating as a permittee of the airport be used for aeronautical, as well as airport purposes. This addition is included, at the suggestion of a commenter, to comply with the statutory provision, which was enacted as section 112(d) of the 1994 FAA Authorization Act.

B. Airport Revenue

1. All fees, charges, rents, or other payments received by or accruing to the sponsor for any one of the following reasons are considered to be airport revenue:

a. Revenue from air carriers, tenants, lessees, purchasers of airport properties, airport permittees making use of airport property and services, and other parties. Airport revenue includes all revenue received by the sponsor for the activities of others or the transfer of rights to others relating to the airport, including revenue received:

i. For the right to conduct an activity on the airport or to use or occupy airport property;

ii. For the sale, transfer, or disposition of airport real property (as specified in the applicability section of this policy statement) not acquired with Federal assistance or personal airport property not acquired with Federal assistance, or any interest in that property, including transfer through a condemnation proceeding;

iii. For the sale of (or sale or lease of rights in) sponsor-owned mineral, natural, or agricultural products or water to be taken from the airport; or

iv. For the right to conduct an activity on, or for the use or disposition of, real or personal property or any interest therein owned or controlled by the sponsor and used for an airport-related purpose but not located on the airport (e.g., a downtown duty-free shop).

b. Revenue from sponsor activities on the airport. Airport revenue generally includes all revenue received by the sponsor for activities conducted by the sponsor itself as airport owner and operator, including revenue received:

i. From any activity conducted by the sponsor on airport property acquired with Federal assistance;

ii. From any aeronautical activity conducted by the sponsor which is directly connected to a sponsor's ownership of an airport subject to 49 U.S.C. §§ 47107(b) or 47133; or

iii. From any nonaeronautical activity conducted by the sponsor on airport property not acquired with Federal assistance, but only to the extent of the fair rental value of the airport property. The fair rental value will be based on the fair market value.

2. State or local taxes on aviation fuel (except taxes in effect on December 30, 1987) are considered to be airport revenue subject to the revenue-use requirement. However, revenues from state taxes on aviation fuel may be used to support state aviation programs or for noise mitigation purposes, on or off the airport.

3. While not considered to be airport revenue, the proceeds from the sale of land donated by the United States or acquired with Federal grants must be used in accordance with the agreement between the FAA and the sponsor. Where such an agreement gives the FAA discretion, FAA may consider this policy as a relevant factor in specifying the permissible use or uses of the proceeds.

C. Unlawful Revenue Diversion

Unlawful revenue diversion is the use of airport revenue for purposes other than the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the airport owner or operator and directly and substantially related to the air transportation of passengers or property, when the use is not "grandfathered" under 49 U.S.C. § 47107(b)(2). When a use would be diversion of revenue but is grandfathered, the use is considered lawful revenue diversion. See Section VI, Prohibited Uses of Airport Revenue.

D. Airport Sponsor

The airport sponsor is the owner or operator of the airport that accepts Federal assistance and executes grant agreements or other documents required for the receipt of Federal assistance.

Section III—Applicability of the Policy

A. Policy and Procedures on the Use of Airport Revenue and State or Local Taxes on Aviation Fuel

1. With respect to the use of airport revenue, the policies and procedures in the Policy Statement are applicable to all public agencies that have received a grant for airport development since September 3, 1982, under the Airport and Airway Improvement Act of 1982 (AAIA), as amended, recodified without substantive change by Public Law 103-272 (July 5, 1994) at 49 U.S.C. 47101, et seq., and which had grant obligations regarding the use of airport revenue in effect on October 1, 1996 (the effective date of the FAA Authorization Act of 1996). Grants issued under that statutory authority are commonly referred to as Airport Improvement Program (AIP) grants. The Policy Statement applies to revenue uses at such airports even if the sponsor has not received an AIP grant since October 1, 1996.

2. With respect to the use of state and local taxes on aviation fuel, this Policy Statement is applicable to all public agencies that have received an AIP development grant since December 30, 1987, and which had grant obligations regarding the use of state and local taxes

on aviation fuel in effect of October 1, 1996.

3. Pursuant to 49 U.S.C. § 47133, this Policy Statement applies to any airport for which Federal assistance has been received after October 1, 1996, whether or not the airport owner is subject to the airport revenue-use grant assurance, and applies to any airport for which the airport revenue-use grant obligation is in effect on or after October 1, 1996. Section 47133 does not apply to an airport that has received Federal assistance prior to October 1, 1996, and does not have AIP airport development grant assurances in effect on that date.

4. Requirements regarding the use of airport revenue applicable to a particular airport or airport operator on or after October 1, 1996, as a result of the provisions of 49 U.S.C. § 47133, do not expire.

5. The FAA will not reconsider agency determinations and adjudications dated prior to the date of this Policy Statement, based on the issuance of this Policy Statement.

B. Policies and Procedures on the Requirement for a Self-Sustaining Airport Rate Structure

1. These policies and procedures apply to the operators of publicly owned airports that have received an AIP development grant and that have grant obligations in effect on or after the effective date of this policy.

2. Grant assurance obligations regarding maintenance of a self-sustaining airport rate structure in effect on or after the effective date of this policy apply until the end of the useful life of each airport development project or 20 years, whichever is less, except obligations under a grant for land acquisition, which do not expire.

C. Application of the Policy to Airport Privatization

1. The Airport Privatization Pilot Program, codified at 49 U.S.C. § 47134, provides for the sale or lease of general aviation airports and the lease of air carrier airports. Under the program, the FAA is authorized to exempt up to five airports from Federal statutory and regulatory requirements governing the use of airport revenue. The FAA can exempt an airport sponsor from its obligations to repay Federal grants, in the event of a sale, to return property acquired with Federal assistance and to use the proceeds of the sale or lease exclusively for airport purposes. The exemptions are subject to a number of conditions.

2. Except as specifically provided by the terms of an exemption granted under the Airport Privatization Pilot

**EDWARDS AQUIFER AUTHORITY
WATER RIGHTS FILING
INSTRUCTIONS FOR COUNTY CLERKS**

Please file this sheet and the attached Edwards Aquifer Authority, State of Texas "Initial Regular Permit (IRP)" in the Official Public Records using "Edwards Water Rights" as the document type.

1. **DATE OF EXECUTION:** SEP 15 2008
2. **DOCUMENT TYPE:** Edwards Water Rights
3. **GRANTOR:** Edwards Aquifer Authority
4. **GRANTEE(S) (Permittee):** City of Castroville
5. **LEGAL PLACE OF USE:**

Legal Description Reference	County	County Clerk Document No.	Volume/ Book	Page(s)
Deed Without Warranty	Medina	6107	147	264 - 270

Survey / Abstract No	NCB	CB	Lot	Subdivision
97 et al				

6. **INITIAL REGULAR PERMIT TO WITHDRAW GROUNDWATER FROM THE EDWARDS AQUIFER NO.** P101-598 (ME00599)
7. **ANNUAL WITHDRAWAL AMOUNT:** 472.000 Acre-Feet / Annum
8. **REASON FOR REISSUANCE:** The Passage of Senate Bill No. 3 by The Texas Legislation in 2007 increased the pumping cap from 450,000 acre-feet to 572,000 acre-feet per annum.
9. **AFTER RECORDING RETURN TO:**

*Edwards Aquifer Authority
1615 N. Saint Mary's St.
San Antonio, TX 78215*

EDWARDS AQUIFER AUTHORITY
STATE OF TEXAS
INITIAL REGULAR PERMIT No. P101-598 (ME00599)

THIS CERTIFIES THAT: City of Castroville
1209 Fiorella Street
Castroville, TX 78009

has been issued this Initial Regular Permit by the Board of Directors of the Edwards Aquifer Authority to withdraw groundwater from the Edwards Aquifer. This Permit is issued without a term. All prior permits or other approvals are superceded by this Permit.

Permit Derivation: ME00599 Purpose: Irrigation Pool: San Antonio

Authorized Annual Groundwater Withdrawal Amount: 472,000 acre-feet per calendar year of which 236,000 acre-feet are unrestricted irrigation groundwater and 236,000 acre-feet are base irrigation groundwater.

Place of Use: The tract(s) of land more fully described in Deed Without Warranty dated 7/26/1949 as recorded with Clerk as Document # 6107, Volume 147, Pages 264 - 270, Official Public Records, Medina County, Texas

Withdrawal Point(s); Metering; Maximum Withdrawal Rate:

EAA WELL NO.	LOCATION	MEASURING METHOD	WITHDRAWAL RATE
W101-378 (ME00599-001)	29-21.00-57.02 / 98-51.00-8.90	Meter	2700 gpm

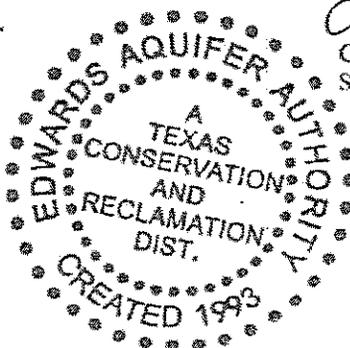
Conditions: Edwards Aquifer groundwater may be withdrawn only under the terms and conditions of this Permit, the Edwards Aquifer Authority Act (Act of May 30, 1993, 73rd Leg., R.S., ch. 626, 1993 Tex. Gen. Laws 2350), other applicable general law, and Authority rules, as these may be amended from time to time. This permit is subject to the continuing jurisdiction and supervision of the Authority, and may be amended from time to time consistent with applicable law.

THIS INITIAL REGULAR PERMIT IS ISSUED, EXECUTED, AND EFFECTIVE THIS 15th day of Sept., 2008.

ATTEST:

Douglas R Miller
DOUGLAS R. MILLER
Chairman, Board of Directors

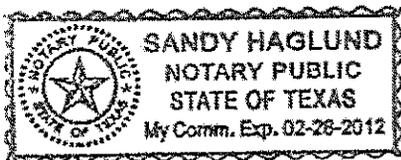
Carol G. Patterson
CAROL G. PATTERSON
Secretary, Board of Directors



ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF BEXAR)

ON BEHALF OF THE AUTHORITY, THIS PERMIT WAS ACKNOWLEDGED before me on Sept 15, 2008 by DOUGLAS R. MILLER, Chairman, and CAROL G. PATTERSON, Secretary, Board of Directors, Edwards Aquifer Authority, a conservation and reclamation district created pursuant to Art. XVI, Sec.59, Texas Constitution.



Sandy Haglund
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

Docket Clerk
Edwards Aquifer Authority
1615 N. St. Mary's St.
San Antonio, Texas 78215

Any provision here which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF MEDINA
hereby certify that the Instrument FILED in number sequence and stamped hereon by me and was duly RECORDED in the Official Records of Medina County Texas on 09/24/2008
COUNTY CLERK
MEDINA COUNTY, TEXAS



Debra J. Warrick

FARMLAND LEASE

STATE OF TEXAS §
 §
COUNTY OF MEDINA §

KNOW ALL MEN BY THESE PRESENTS

This Farmland Lease ("Lease"), made this 27th day of October, 2015 by and between the CITY OF CASTROVILLE, TEXAS, a municipal corporation, 1209 Fiorella Street, Castroville, Medina County, TX 78009 ("Lessor") and Carpe Diem Farms, LLC, P.O. Box 1568, Castroville, Texas, 78009 ("Lessee"), witnesseth:

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, approximately 236 acres of irrigated land with 236 acre feet of water, more or less, and the approximately 107+/- acres of dry land lying north and east of the runway at the Castroville Municipal Airport ("Airport"), situated in Medina County, Texas, as described in Exhibit "A," Pages 1 and 2, attached hereto and incorporated herein for all purposes ("Land").

I. Use of Land

The Land shall be used for land farming and for no other purpose. Lessee shall grow thereon low growing crops and no crops shall be grown within two hundred (200) feet adjacent to the runway, and twenty-five (25) feet adjacent to the taxiway and apron edges. These areas next to the taxiway and apron edges are to be mowed and maintained by the Airport staff.

The following areas shall not be used to grow any crops and are specifically excluded from the Land leased under this Lease.

1. County Road on the North end of the runway;
2. Road to the City metering stations; and
3. Shallow well at the Airport.

The space above the Land shall be held for free and unobstructed air passage of aircraft in, through and across air space above said Land. Lessee accepts this Lease subject to such retained interest in and to the Land.

Lessee's activities shall not interfere with Airport activities.

Anything to the contrary herein contained notwithstanding, this Lease and Lessee's rights hereunder are subject to the provisions contained in the deed from the United States of America to the City of Castroville, recorded in Volume 147, Pages 264-270, Medina County Deed Records, which deed and record thereof is attached hereto as Exhibit "B," and incorporated herein for all purposes ("Deed").

II. Term

This Lease is for a term of twenty-four (24) months, beginning 27th day of October, 2015. This Lease may be renewed on an annual basis, under the same terms and conditions, for up to three (3) additional one (1) year terms ending October 27, 2020.

III. Rent

The consideration for this Lease is the payment by Lessee of the following:

1. One Hundred and Eighty-One Dollars (\$181.00) per irrigated acre payable as follows:

\$21,358.00, (50%) immediately upon execution of this Lease by Lessee;

\$21,358.00 (50%) on February 27, 2016.

\$21,358.00 (50%) on October 27, 2016.

\$21,358.00 (50%) on February 27, 2017.

2. Fifty-One Dollars (\$51.00) per acre for the dry land payable as follows:

\$2,728.50, (50%) immediately upon execution of this Lease by Lessee;

\$2,728.00, (50%) on February 27, 2016.

\$2,728.50, (50%) on October 27, 2016.

\$2,728.00, (50%) on February 27, 2017.

In the event the water for the irrigated acreage is reduced, the lease price per acre will be reduced by an equal percentage. In the event the Edwards Aquifer Authority prohibits any pumping of water for irrigation, the price per acre for the irrigated land will be reduced to Fifty-One Dollars (\$51.00) per acre. If the water is reduced or the pumping of water prohibited after the initial payment, the amount due on February 27, 2016 will be reduced accordingly and a refund issued if necessary.

If the Parties decide to convert this Lease to a multi-year Lease, the base rent will be as follows: One Hundred and Eighty-One Dollars (\$181.00) per irrigated acre and Fifty-One Dollars (\$51.00) for dry land for up to three (3) years. All other provisions pertaining to reduction or prohibition of water will remain applicable to the new base rent.

If Lessee fails to pay the amounts stated above, then Lessor may declare the Lease forfeited at its discretion.

IV. Recapture

The Deed gives the United States Government rights with respect to said Land. In the event the United States Government, or any of its agencies, exercises its rights to recapture or recover the Land, or any portion thereof, during the term of this Lease, and Lessee is not in default hereunder, Lessor agrees to refund to Lessee the pro-rata share of the unearned rent to cover that portion of the year in which the Land, or that portion of the Land, is recaptured.

The Lessor reserves the right to recapture all or a portion of the Land at any time during the term hereof. The Lessor also reserves the right to exempt up to thirteen (13) acres of property for City Capital Improvement Project(s). If either the terms of recapture or the need for the exemption is not known at the time of the term for this Lease or any subsequent option term, Lessor agrees to give Lessee a minimum of thirty (30) days advance written notice should recapture or exemption be desired by the Lessor. In the event of recapture or exemption, and provided Lessee is not in default hereunder, Lessor agrees to refund to Lessee the pro-rata share of the unearned rent for the remaining portion for the year for which the annual rent has been paid. If possible, Lessor agrees to permit Lessee's growing crops to mature and for Lessee to harvest said crops growing at the time of notice of recapture or exemption to the fullest extent feasible. Should recapture or exemption and termination of this Lease occur under conditions which prohibit the allowance of time necessary to mature and harvest crops, then in addition to a refund of unearned rent, Lessee shall be reimbursed for actual expenses incurred in the production of the crops on the recaptured Land. Said reimbursement shall cover costs incurred for ground preparation, including fuel, seed, fertilizer, equipment rental and/or depreciation and other expenses as reflected in Lessee's books and records. Reimbursement for expenses shall be limited to the recapture acreage only and shall be the only compensation or damages due Lessee by virtue of termination and recapture by Lessor.

V. Subordination

This Lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States Government or any federal or state agency relative to the operations or maintenance of the airport. The Lease is further subject to the Minimum Standards for Fixed Base Operators and Airport Lessees at the Castroville Municipal Airport ("Standards") now in effect and any modifications adopted by the City Council. In the event of a conflict between the terms and provisions of the Standards and these provisions, the Standards shall govern.

VI. Insurance

Lessee shall, at all times, have insurance in the amounts listed on Insurance Addendum to Lease, Exhibit "C," attached hereto and incorporated herein for all purposes.

VII. Clauses and Covenants

A. Lessee agrees to—

1. Lease the Land for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Land in its present condition "AS IS," the Land being currently suitable for the Permitted Use.
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Land, including the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. Follow all best practice techniques with regard to crop rotation to include but not limited to the following:
 - a. Cotton shall not be planted without prior written consent of Lessor.
 - b. At the Lessor's discretion all crops shall be turned over (disked) within seven (7) days after harvest to reduce attracting wildlife.
4. Pay the Base Rent when it is due to Lessor at Lessor's Address.
5. Pay a late charge of five (5%) percent of any Rent not received by Lessor by the tenth day after it is due.
6. Pay for all labor, fuel, and utility services, including but not limited to the electric bill for the well pump, used by Lessee.
7. Pay all taxes on the crops raised on and Lessee's property located on the Land.
8. Allow Lessor to enter the Land to inspect the Land and show the Land to prospective purchasers or Lessees.
9. Repair, replace, and/or maintain any part of the Land used by Lessee.
10. Repair any damage to the Land or Excluded Improvements caused by Lessee.

11. Repair, replace and/or maintain the irrigation/water lines, water pumps, and any other portion of the irrigation/water system that Lessee uses to irrigate the Land.

12. Maintain the insurance coverages described in the attached Insurance Addendum.

13. INDEMNIFY, DEFEND, AND HOLD LESSOR HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) ARISING OUT OF LESSEE'S USE OF THE LAND. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF LESSEE'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LESSOR BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSOR.

14. Deliver to Lessor a financing statement perfecting the security interest.

15. Vacate the Land on the last day of the Term.

16. Pay all costs of planting, raising, and harvesting the crops.

17. Cultivate the Land in a timely, thorough, and farmerlike manner, employing the best methods of farming customarily practiced on like crops in the area.

18. Pay all costs to return the Land to a cleared, fallow state.

19. Maintain adequate records on all matters related to farming the Land and provide Lessor with a copy.

20. Keep all gates on the Land closed and locked.

21. Enter and exit the Land only at those places designated by Lessor.

B. Water Right and Irrigation Water

A. Lessee hereby acknowledge that Lessor is the owner and has the exclusive right to use all property rights to and for the ground water which relate to the Premises, including but not limited to, the right to withdraw and /or beneficially use, sever, lease, sell or otherwise transfer the Edwards Aquifer water (or any other water) permitted; all real and personal property rights, appurtenances, permits, authorities, licenses, consents and contracts, if any, pertaining to all such property rights; rights under Permit No. (P101598) all interim authorization rights, withdrawal permits or other permits; and all modifications, amendments, renewals, extensions or successor or substitute permits

relating thereto including, without limitation and permit rights from the Edwards Aquifer Authority ("EAA"), or any water conservation or similar district or entity, now existing or hereafter created ("Water Conservation District") (collectively, the "Water Rights").

B. Provided that Lessee is not in default under the terms of this Lease, Lessor hereby grants to Lessee the exclusive right during the Term (as defined below), to the extent available time-to-time under the rules and regulations of the EAA, to beneficially use up to 236 acre feet per annum of Edwards Aquifer water out of Lessor's EAA Permit No. (P101598) relating to that portion of the Premises which is to be irrigated ("Irrigated Acreage"), for the purpose of irrigating the crops to be grown on the Premises by Lessee ("Irrigation Water") as the terms are defined by the EAA Act or Rules. Notwithstanding anything contained in this Lease to the contrary, the Irrigation Water shall only be used by Lessee's and its agents on the Irrigated Acreage in connection with the production of crops grown on the Premises and Lessee shall not use or export such water to any other lands other than such Irrigated Acreage, or use such water for any purpose not authorized by this lease without Lessor's prior written consent. Lessee shall be responsible for timely submitting complete and accurate reports required by the EAA, including consumption and allocation reports, and shall provide to Lessor a copy of all such reports submitted prior to submission, which obligation shall survive the expiration of the Term or the earlier termination of this Lease. Lessee shall also be responsible for timely paying all fees, penalties and fines by the EAA or any Water Conservation District that are associated with or due to Lessee's withdrawal and use of the Irrigation Water, including all late fees and penalties for over-pumping or otherwise failing to comply with applicable laws governing the use or withdrawal of the water, If Lessee fails to timely pay any amount required by any governmental body, including the EAA or any Water Conservation District, by virtue of Lessee's use or withdrawal of the irrigation water, Lessor may in its discretion pay such amount and Lessor shall repay Lessor upon demand the amount so expended together with interest at the maximum rate allowed by law and any and all costs and expenses, including attorneys' fees, incurred by Lessor in connection therewith, which obligation shall survive the expiration of the Term or earlier termination. Lessor shall have the continuing right to measure the consumption of Irrigation Water by the measurements from flow meters for the purpose of monitoring compliance with Lessee's obligations hereunder.

C. All other terms of this Lease notwithstanding, in the event the amount of the Water Lessor is permitted or otherwise authorized for withdrawal from the Edwards Aquifer is at any time reduced on a temporary or permanent basis by any law, statute, code, rule, ordinance, regulation nor action promulgated by Federal, State, County, City, or local authorities (collectively, "Laws"), including, without limitation, the EAA or any Water Conservation District, the right of Lessee to use the Irrigation Water shall be reduced by an amount designated by Lessor; provided, that if such reduction causes the Premises to be unusable by Lessee for the purposes permitted under this Lease, Lessee shall have the right, as its sole and exclusive remedy, to terminate this Lease by written notice to Lessor within 30 days following Lessor's notice of the reduction in the Irrigation Water.

D. Lessee acknowledges that the Irrigation Water rights are subject to all current and future Laws and rules and regulations, inclusive of rules relating to "Critical Period Management" promulgated by Federal, State or local authorities, including, without limitation, the EAA or any Water Conservation District. Lessee agrees to cooperate with Lessor in connection with any proceedings or actions (i) relating to the Water Rights, including but not limited to, actions contesting the validity or amount of fees assessed to or levied upon the Water Rights, and/or (ii) protecting, defending, and/or preserving the rights to withdraw water from the Edwards Aquifer. Lessee hereby agrees to abide by any Laws and action of such Federal, State or local authorities and provide to Lessor or the EAA (or any Water Conservation District) any records in Lessee's possession related thereto, and to modify this Lease in any manner which is consistent with the application of such actions.

E. All fees, assessments, fines, penalties, charges, taxes, tariffs, and other costs imposed by the EAA, any Water Conservation District, or any other governmental authority exercising jurisdiction over water used by Lessee on the Premises, shall be paid timely by Lessee, which obligation shall survive the expiration of the Term or earlier termination of this Lease. Lessee shall maintain adequate records of water and/or fuel use related to the Premises for such payment purposes, shall provide Lessor with a copy of any reports to, notices from or correspondence with the EAA or any Water Conservation District, and make any such records available to the Lessor upon request.

F. Lessor shall not be in default under any provision of this Lease or liable to Lessee in any way if Lessee is denied the use of all or part of the Irrigation Water by reason of:

- (i) Any Laws, restrictions, regulations, governmental action or other acts, including, without limitation, acts of the EAA, or any Water Conservation District;
- (ii) The acts of others in using water that reduces the amount of water available to Lessee, whether by overproduction, regulation or otherwise; or
- (iii) Any water well ceases production for any reason whatsoever, and in every such event, Lessee hereby waives any claims against Lessor therefore:

Lessee acknowledges that Landlord has no duty or obligation to provide water to meet Tenant's needs and uses. Lessee further acknowledges that Lessor makes no representation or guarantee as to the suitability of the Irrigation Water for Lessee's purposes, either in terms of quantity or quality.

C. Lessee agrees not to—

1. Use the Land for any purpose other than the Permitted Use.
2. Create or allow a nuisance or permit any waste of the Land.
3. Change Lessor's lock system.
4. Alter the Land, including clearing new roads, moving or erecting any fences, or locating on the Land any type of manufactured housing or mobile home.
5. Assign this Lease or sublease any portion of the Land without Lessor's written consent.
6. Make any new or change any existing agreement with any governmental entity.
7. Hunt or fish on the Land or allow anyone else to do so.
8. Litter or leave trash or debris on the Land.
9. Allow a lien to be placed on the Land.
10. Allow a lien to be placed on the crops raised on or harvested from the Land.

D. Lessor agrees to—

1. Lease to Lessee the Land for the entire Term beginning on the Commencement Date and ending on the Termination Date.

E. Lessor agrees not to—

1. Allow any use of the Land inconsistent with the Permitted Use as long as Lessee is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

F. Lessor and Lessee agree to the following:

1. *Alterations.* Any physical additions or improvements to the Land made by Lessee will become the property of Lessor. Lessor may require that Lessee, at termination of this Lease and at Lessee's expense, remove any physical additions and

improvements, repair any alterations, and restore the Land to the condition existing at the Commencement Date, normal wear excepted.

2. *Sublease or Assignment.* Lessee shall have the right to sub-let the Land only with the prior written consent of the City Administrator of the Lessor. Should Lessee sublease the Land, Sub-Lessee shall agree to abide by the same rules.

3. *Right to Enter.* Lessor retains the right to enter on and use and/or permit third parties to enter on and use the Land for any lawful purpose that does not materially interfere with Lessee's farming rights, or to ensure that Lessee is occupying the Land in accordance with the terms and provisions hereof, and without limiting the generality of the foregoing, for the purpose of keeping fence lines clean, should it become necessary.

4. *Abatement.* Lessee's covenant to pay Rent and Lessor's covenants are independent. Except as otherwise provided, Lessee will not be entitled to abate Rent for any reason.

5. *Release of Claims/Subrogation.* LESSEE RELEASES LESSOR FROM ALL CLAIMS OR LIABILITIES FOR ANY INJURY TO LESSEE OR TO LESSEE'S PROPERTY LOCATED ON THE LAND. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LESSOR BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSOR.

6. *Condemnation/Substantial or Partial Taking*

- a. If the Land cannot be used for the Permitted Use because of condemnation or purchase in lieu of condemnation, this Lease will terminate.
- b. If there is a condemnation or purchase in lieu of condemnation and this Lease is not terminated, the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.
- c. Lessee will have no claim to the condemnation award or proceeds in lieu of condemnation.

7. *Lessor's Lien.* Lessee grants to Lessor a security interest in the collateral to secure payment and performance by Lessee of all obligations and payments due from Lessee under this Lease. The collateral will include all of Lessee's crops and personal property located or to be located on the Land, and all products, proceeds, increase, governmental payments, insurance proceeds, documents of title, and warehouse receipts relating to such property.

This Lease is a security agreement under both article 9 of the Texas Business and Commerce Code and the federal Food Security Act of 1985. Lessee agrees to furnish to

Lessor a list of the names and addresses of any buyer, commission merchant, or selling agent to or through whom Lessee may sell the collateral. Lessee agrees to notify Lessor of the identity of any buyer, commission merchant, selling agent, or warehouse to or with whom Lessee intends to sell or store the collateral within seven (7) days before any sale or storage of the collateral.

8. *Default by Lessor/Events.* A default by Lessor is the failure to comply with any provision of this Lease that is not cured within thirty (30) days after written notice.

9. *Default by Lessor/Lessee's Remedies.* Lessee's remedies for Lessor's default are to sue for damages and terminate this Lease.

10. *Default by Lessee/Events.* Defaults by Lessee are (a) failing to pay timely Rent; (b) abandoning or vacating a substantial portion of the Land; and (c) failing to comply within ten (10) days after written notice with any provision of this Lease other than the defaults set forth in (a) and (b) above.

11. *Default by Lessee/Lessor's Remedies.* Lessor's remedies for Lessee's default are to (a) enter and take possession of the Land, after which Lessor may relet the Land on behalf of Lessee and receive the Rent directly by reason of the reletting, and Lessee agrees to reimburse Lessor for any expenditures made in order to relet; (b) enter the Land and perform Lessee's obligations; and (c) terminate this Lease by written notice and sue for damages. Lessor may enter and take possession of the Land by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be farming the Land, until the default is cured, without being liable for damages.

12. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Lease does not preclude pursuit of other remedies in this Lease or provided by law. Lessor and Lessee have a duty to mitigate damages.

13. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

14. *Notices.* Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

15. *Holdover.* If Lessee does not vacate the Land following termination of this Lease, Lessee will become a Lessee at will and must vacate the Land on receipt of notice from Lessor. No holding over by Lessee, whether with or without the consent of Lessor, will extend the Term.

16. *Alternative Dispute Resolution.* Lessor and Lessee agree to mediate in good faith before filing a suit for damages.

17. *Force Majeure.* Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant of this Lease so long as performance is delayed or prevented by *force majeure*, which shall mean acts of God, drought, floods, material, and labor restrictions by any governmental authority, and any other cause not reasonably within the control of either party, and which by the exercise of due diligence, Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

18. *Attorney's Fees.* If either party retains an attorney to enforce this Lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

19. *Venue.* Exclusive venue is in Medina County, Texas.

20. *Entire Agreement.* This Lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Lease or to any expressly mentioned exhibits and riders not incorporated in writing in this Lease.

21. *Amendment of Lease.* This Lease may be amended only by an instrument in writing signed by Lessor and Lessee.

LESSOR:

CITY OF CASTROVILLE, TEXAS

By: Mack B. Peck

City Administrator

ATTEST:

Olivia Howe
City Secretary

LESSEE:

Carpe Diem Farms, LLC
P.O. Box 1568
Castroville, Texas 78009

By: _____

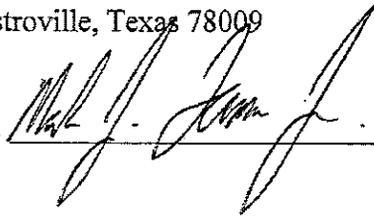
A handwritten signature in black ink, appearing to read "Mark J. Jones", is written over a horizontal line. The signature is cursive and somewhat stylized.

Exhibit "A" – Legal Description
Exhibit "B" – Deed
Exhibit "C" – Insurance

EXHIBIT "A"

**Legal Description
(Two Pages)**

EXHIBIT "B"

Deed from the United States of America to the City of Castroville

EXHIBIT "C"

Insurance Addendum to Lease

Lease
Lease

Date:

Lessor: City of Castroville, Medina County, Texas, a municipal corporation

Lessee: Carpe Diem Farms, LLC

This insurance addendum is part of the Lease.

Lessee agrees to—

1. Maintain the liability insurance policies required below (mark applicable boxes) during the Term and any period before or after the Term when Lessor is present on the Land:

Type of Insurance	Minimum Policy Limit
<input type="checkbox"/> Commercial general liability (occurrence basis) endorsed to cover farm operations	Per occurrence: \$ 500,000.00 Aggregate: \$ 1,000,000.00
<i>Or</i>	
<input type="checkbox"/> Farm owner's on a renter's form such as AAIS Form No. FO-4	
<i>Or</i>	
<input type="checkbox"/> Farm liability policy	
<input type="checkbox"/> Workers' compensation	\$500,000
<input type="checkbox"/> Employer's liability	\$ _____
<input type="checkbox"/> Business automobile liability	\$ _____
<input type="checkbox"/> Umbrella/excess liability (occurrence basis)	\$ _____

2. Comply with the following additional insurance requirements:
 - a. All liability policies must be endorsed to name Lessor as an "additional insured" on a form that does not exclude coverage for the sole or contributory ordinary negligence of Lessor and must not be endorsed to exclude the sole negligence of Lessor from the definition of "insured contract."
 - b. Certificates of insurance and copies of any additional insured and waiver of subrogation endorsements must be delivered by Lessee to Lessor before entering the Land and thereafter at least ten days before the expiration of the policies.

- B. Consider and take appropriate action on nominating a candidate to be considered for a place on the ballot for a position on the Appraisal District Board of Directors for Medina County – City Secretary Debra Howe.

City Secretary Debra Howe said two years previously the council had submitted Tim Hardt to be placed on the county ballot as a nominee for Castroville. During the voting process Mr. Hardt had requested to withdraw and recommended to council to submit their votes for the Medina Valley School District's choice – Michael Groff. Ms. Howe said she had a confirmation that Mr. Groff was going to resubmit his application for consideration and said if the council wished to support him again they could wait on the official ballot. Council all agreed to wait until the official ballot came out to vote. **No action was taken.**

- C. Consider and take appropriate action on Airport Water Rights Lease Agreement for a ten (10) year period commencing January 2014 and continuing through December 31, 2023 for a lump sum payment of \$320,960.00 – Director of Administrative Services Marie Gelles.

Director of Administrative Services Marie Gelles said the current water rights lease agreement expired on December 31, 2013. The information provided for council showed the lease amount per acre foot was \$136.00. Earlier in the meeting Mr. Alexander stated this amount was too high. Mayor Lee said he had spoken with EAA, SARA (agent for purchasing water for the Habitat Conservation Plan), and a one of the private entities that leased small quantities of water and found that the \$136.00 per acre foot the staff was recommending was a valid number. Mayor Lee said after his research, SAWS and SARA set the lease level as they are the only large volume leasing entities. Mayor Lee said as discussed in the past the water leased from the airport had helped the city in times of drought restrictions. Mayor Lee said with the additional water the city had more flexibility during pumping reductions are enforced. There was discussion on who owned the water, the city or the airport. Mr. Hofmann said he had read the language and the airport owns the water and the city leases it. They could not give away anything of value and this was stated in the old airport deed language from the government. During the citizens comments there was disagreements on how the lease agreement funded and paying for the lease annually instead of in one lumps sum a suggestion. Director of Administrative Services Marie Gelles continued and spoke on both C. airport water leasing and D. funding for the lease since they were related. Councilmember Tschirhart had concerns on the water pricing and also thought \$136.00 per acre foot was high. He thought it should be less due to this being a 10 year lease but in line if it was on an annual basis. He had spoken with past council members on the water acquisition fund uses and his understanding was to use the fund for the purchase of permanent water rights. Mr. Tschirhart understood that the leased water at the airport was a buffer the city had. Mr. Tschirhart felt the airport owned the water not the city and should be purchase from the utility fund (cost of goods sold). Councilmember Cherry agreed and felt the \$124,000.00 shown in the Water Acquisition Fund should be used to purchase water rights and loan the \$320,000 from the Utility Fund to the Airport. He felt the rate payers should be making a profit. Mr. Cherry said if the amount they had in the Acquisition Fund could purchase 25 acre feet then that would stretch the buffer.

(Cont)

Mr. Cherry said the city should use the fund to secure water for future growth. Mr. Hofmann said during the subdivision ordinance there was discussion on what the formula would be for water rights required by the city for new developments to keep up with the growth. Mayor Lee said he only saw water increasing in value. **A motion was made by Mayor Pro Tem Gardner and duly seconded by Councilmember McVay to approve an Airport Water Rights Lease Agreement for a period of ten (10) years commencing January 1, 2014 and continuing through December 31, 2023 for a lump sum of \$320,960.00.**

Councilmember Tschirhart requested clarification on the agenda item. It was clarified that this agenda item was the approval of the lease not how it was being funded. That was the next agenda item. Councilmember Cherry reiterated he wanted the acquisition fund to be used for purchasing water and this would allow the city to lease out the additional water for a profit. Mr. Hofmann said the city could do that now. Mayor Lee said the way this funding had been structured was to take care of the Jet Fuel and Runway extension projects. These improvements would help attract jets which would produce more ad valorem taxes, helping the city. **A vote was taken (4 ayes: 1 nay (Cherry)) the motion carried by a majority vote.**

- D. Consider and take appropriate action regarding approval of a Resolution adopting a policy on the use of the Water Acquisition Funds and authorizing a short term loan from the Water Acquisition Fund to the Utility Fund for the lease of water rights from the Castroville Municipal Airport – Director of Administrations Marie Gelles.

Mayor Lee read the resolution approving the funding for the water right lease. Councilmember Cherry asked if this loan was a low interest loan. Mr. Hofmann said it had not been presented as an interest baring loan. **A motion was made by Mayor Pro Tem Gardner and duly seconded by Councilmember McVay to approve a Resolution adopting a policy on the use of the Water Acquisition Funds and authorizing a short term loan from the Water Acquisition Fund to the Utility Fund for the lease of water rights from the Castroville Municipal Airport. A vote was taken (4 ayes: 1 nay (Cherry)) the motion carried by a majority vote.**

- E. Consider and take appropriate action on cancelling November 26, 2013 and December 24, 2013 Council Meetings – City Secretary Debra Howe.

City Secretary Debra Howe said each year the council had cancelled the second meeting in November and this year the second council meeting in December fell on a designated city holiday. **A motion was made by Councilmember Tschirhart and duly seconded by Councilmember Ortiz to cancel the November 26, 2013 and the December 24, 2013 council meetings. A vote was taken (5:0 all ayes) the motion carried by all present.**

**CITY OF CASTROVILLE CITY COUNCIL
BUDGET WORKSHOP MEETING**

1209 Fiorella
City Council Chamber
August 20, 2013
Tuesday
6:00 P.M.

MINUTES

I. Call to order

The meeting was called to order at 6:04 p.m. by Mayor Robert Lee.

II. Roll Call

Present: Mayor Robert Lee	Paul Hofmann, City Administrator
Councilmember Kyle McVay	Debra Howe, City Secretary
Mayor Pro Tem Jeff Gardner	Marie Gelles, Director of Administrative Services
Councilmember Victor Ortiz	Kim Davis, Director of Public Services
Councilmember Eric Cherry	Mike Schmidt, Public Services Operations Manager

Absent:
Councilmember Sammy Tschirhart

*Councilmember Cherry arrived after the roll call at 6:10p.m.

III. REVIEW PROPOSED FY14 BUDGET

City Administrator Paul Hofmann spoke on the fiscal forecast showing the city re-leasing the airport water rights. The one time expenditure was shown as \$320,000 and would be funded from the utility fund and the water acquisition fund. Mr. Hofmann said there was concern expressed at the last budget meeting on depleting the water acquisition fund completely. After the meeting, Councilmember Cherry suggested the city do an in-house loan and payback the water acquisition fund with utility funds. A self-loan repaid at \$31,000 per year for four years with no interest. Mr. Hofmann said the payments would start in FY15. Mr. Hofmann said they would come back at a later date with repayment documentation for review. At this time it would not impact the airport fund. Mayor Lee said he had discussion with Mr. Hofmann on deciding what amount of water the city needed in the future and stop purchasing or leasing water once the goal was met. The water acquisition fund would then be dissolved. Councilmember Cherry felt the city should continue to purchase water rights when available and establish a reserve, then lease out to others for a profit. Council touched on requiring purple pipe and effluent use for landscaping to help with water conservation efforts. Mr. Hofmann said other projects that would impact the utility fund were the River Bluff Electric Distribution Replacement project. Schneider Engineering had almost completed the scope of work for the project. The request from council had been to look at phasing-in the upgrades to the area. The 90 day reserve would not be met starting in FY16 – 18. Phase I and II were estimated at two million and this would include installation of protection at the transformers, downstream protection to help solve the bounce back at the re-closures. Phase I was estimated at \$440,000.



March 9, 1993

Mr. Jerry Hidalgo, P.E.
Plan Review Team - Water Utilities Division
Texas Water Commission
Post Office Box 13087
Austin, Texas 78711-3087

Subject: Re-Classification Request
Airport Water System, I.D. #1630033
City of Castroville, Medina County, Texas

Dear Mr. Hidalgo:

Please consider this correspondence and supporting documentation as our formal request to initiate the process of re-classifying the above subject water system from a Noncommunity Water System to a Community Water System for the City of Castroville.

The Airport Water System currently is used for the irrigation of 250 acres of adjacent City Airport property that is leased for agricultural purposes, and for providing water to our Airport and a nearby Little League Complex. The airport well was constructed for the City in 1973, and approximately 99% of the well's production is used for irrigation. The remaining well production serves the City Airport and a nearby Little League Complex. Airport service consists of two (2) mobile home residential connections, one (1) commercial connection to the office of the Airport's Fixed Base Operator, and six (6) randomly spaced hose bibbs. Service to the Little League Complex consists of drinking fountains, and grass watering of five (5) ball fields.

When the airport well is being used for irrigation, the well pumps through approximately 18 feet of 10" discharge piping to a surge tank, where water then flows by gravity to the farmland being irrigated.

When the airport well is not being used for irrigation, the well pumps through approximately 14 feet of 10" line, that reduces to 140 feet of 6" line feeding a 6,500 gallon precast concrete standpipe. Water is then chlorinated, and two (2) small booster pumps pump into a pressure tank. From the pressure tank, water is supplied through approximately 2,300 feet of 6" line to a fire hydrant in the center of the Airport. Downstream of the fire hydrant, the distribution system continues with approximately 700 feet of 2" line that dead-ends at a hose bibb used to wash aircraft. Just downstream of the pressure tank, the 6" line is tapped for service to the Little League Complex.

Mr. Jerry Hidalgo, P.E.

March 9, 1993

Page 2

Currently we have three (3) wells in town that produce approximately 1,350 gallons per minute. As you will see noted on the attached Driller's Log, the approximate yield of the airport well in September 1973 was 2,700 gallons per minute.

Connecting the airport well to our distribution system has two (2) advantages. First, it can serve as a high capacity "back-up" well when any combination of our wells in town are out of service for maintenance or repair. And second, this well has the the potential to greatly increase our available groundwater supply to handle future growth. Until such time as water demand from growth dictates, this well will continue to be used primarily for farmland irrigation.

Our ultimate goal is to connect the airport well to the City's water distribution system on the east end of town by installing approximately 6,000 feet of new waterline that will provide two (2) flow patterns. One pattern will supply water to town from the airport well, and the other pattern will supply water to the Airport and Little League Complex from the City's distribution system. The layout of this proposed waterline is shown on the attached U. S. Geological Survey Map.

Because adequately sized water storage facilities between the well and the distribution system do not exist, we realize that this 6,000 feet of new waterline must serve as a chlorine contact "chamber", and as such, must be sized for flow velocities that will achieve a chlorination detention time of at least twenty (20) minutes. Since this new line must serve as a chlorine contact chamber, we also realize that no service connections can be made on this line until water storage facilities are constructed between the well and the distribution system.

Existing Features:

1. The well site is graded and drains adequately.
2. The concrete sealing block is 6 feet square and sloped for drainage away from the casing.
3. A sampling cock is located on the well discharge piping.
4. An all-weather access road is within 130 feet of the wellhead.
5. The well, standpipe, booster pumps and pressure tank are all on City Airport property, exclusively controlled by the City. It is also approximately 100 feet from the Airport runway and runway protective zone.
6. The well is approximately 636 feet deep, contains 491 feet of 3/8" wall 16" diameter steel casing cemented top to bottom, 14" pump bowl, 10" discharge column, and rated at 125 Hp.

Mr. Jerry Hidalgo, P.E.

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Proposed Improvements:

1. Construct a new chlorination facility adjacent to the well on City Airport property, sized to match the well's flow capacity.
2. Construct a new intruder-resistant fence with lockable gates around the wellhead and new chlorination facility, and another fence around the existing standpipe, booster pumps and pressure tank.
3. Extend the existing well casing at least 18" above the existing concrete sealing block.
4. Install a screened well casing vent.
5. Modify the existing well discharge piping to include a flow meter.
6. Construct 6,000 feet of new waterline from the well to the City's distribution system.
7. Install a water level indicator on the precast concrete standpipe.
8. Develop a coliform sample siting plan for the airport system and retain the plan for review by Texas Water Commission personnel.

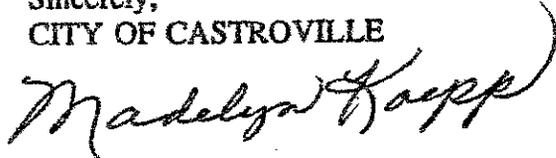
Enclosed you will find the following supporting documentation and background information;

1. U. S. Geological Survey Map - showing the location of the airport well by coordinates - Latitude 29°20'56" / Longitude 98°51'21", and showing the layout of the proposed waterline connecting the airport well to the City's distribution system.
2. Photocopy of the Driller's Well Log, dated September 19, 1973.
3. Photocopy of a letter dated June 7, 1991 from Mr. Raymond Whitley with the Texas Department of Health to former Mayor Jerald Foxworthy.
4. Photocopy of a letter from City Administrator Stevan Gallegos to Mr. Raymond Whitley.
5. Photocopy of a letter dated October 23, 1992 from Mr. Mike Lannen with the Texas Water Commission to me.
6. Photocopy of a letter dated November 23, 1992 from me to Mr. Lannen.
7. Two (2) Plan View Layouts of the existing Airport Water System.
8. Photocopy of recent chemical and bacteriological results is forthcoming.

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We trust this is the information you require. Should you have questions, comments, or require additional information, at your earliest convenience please contact Mr. Stevan Gallegos - City Administrator at 210-538-2224, or Mr. Les Harvey, P.E. - City Engineer at 210-249-2849. Thank you for your time and assistance.

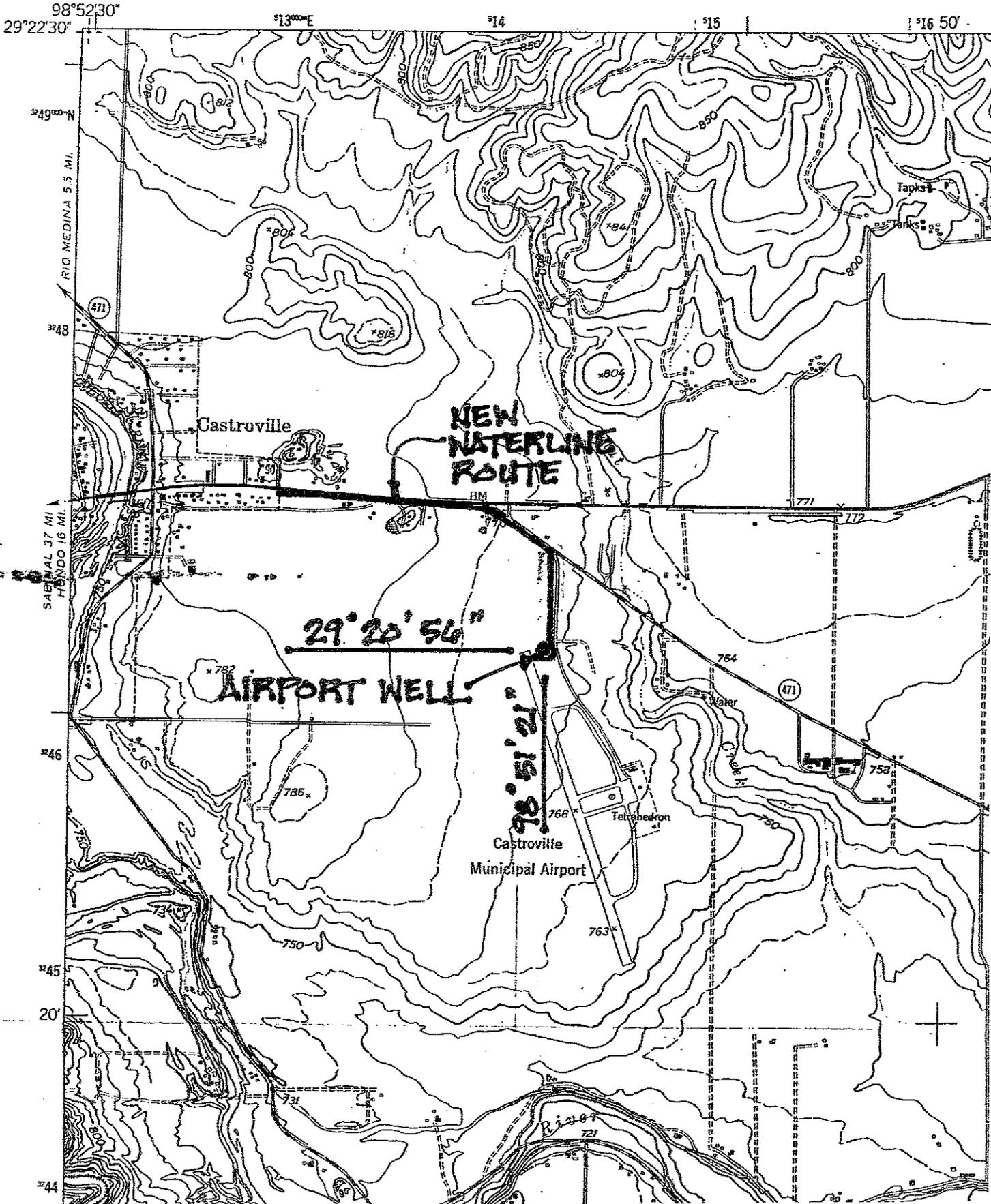
Sincerely,
CITY OF CASTROVILLE



Madelyn Koepp
Mayor

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

620 1 MW
RIO MEDINA



to charge fair market rates to aeronautical users. Rather, for charges to aeronautical users, the FAA considers the self-sustaining assurance to be satisfied by airport charges that reflect the cost to the sponsor of providing aeronautical services and facilities to users. A fee for aeronautical users set pursuant to a residual costing methodology satisfies the requirement for a self-sustaining airport rate structure.

6. In establishing new fees, and generating revenues from all sources, airport owners and operators should not seek to create revenue surpluses that exceed the amounts to be used for airport system purposes and for other purposes for which airport revenues may be spent under 49 U.S.C. § 47107(b)(1), including reasonable reserves and other funds to facilitate financing and to cover contingencies. While fees charged to nonaeronautical users are not subject to the reasonableness requirement or the Department of Transportation Policy on airport rates and charges, the surplus funds accumulated from those fees must be used in accordance with 49 U.S.C. § 47107(b).

C. Policy on Charges for Nonaeronautical Facilities and Services

Subject to the general guidance set forth above and the specific exceptions noted below, the FAA interprets the self-sustaining assurance to require that the airport receive fair market value for the provision of nonaeronautical facilities and services, to the extent practicable considering the circumstances at the airport.

D. Providing Property for Public Community Purposes

Making airport property available at less than fair market rental value for public recreational and other community uses, for the purpose of maintaining positive airport-community relations, can be a legitimate function of an airport proprietor in operating the airport. Accordingly, in certain circumstances, providing airport land for such purposes will not be considered a violation of the self-sustaining requirement. Generally, the circumstances in which below-market use of airport land for community purposes will be considered consistent with the grant assurances are:

1. The contribution of the airport property enhances public acceptance of the airport in a community in the immediate area of the airport; the property is put to a general public use desired by the local community; and the public use does not adversely affect the

capacity, security, safety or operations of the airport. Examples of acceptable uses include public parks, recreation facilities, and bike or jogging paths. Examples of uses that would not be eligible are road maintenance equipment storage; and police, fire department, and other government facilities if they do not directly support the operation of the airport.

2. The property involved would not reasonably be expected to produce more than *de minimis* revenue at the time the community use is contemplated, and the property is not reasonably expected to be used by an aeronautical tenant or otherwise be needed for airport operations in the foreseeable future. When airport property reasonably may be expected to earn more than minimal revenue, it still may be used for community purposes at less than FMV if the revenue earned from the community use approximates the revenue that could otherwise be generated, provided that the other provisions of VII. D. are met.

3. The community use does not preclude reuse of the property for airport purposes if, in the opinion of the airport sponsor, such reuse will provide greater benefits to the airport than continuation of the community use.

4. Airport revenue is not to be used to support the capital or operating costs associated with the community use.

E. Use of Property by Not-for-Profit Aviation Organizations

1. An airport operator may charge reduced rental rates and fees to the following not-for-profit aviation organizations, to the extent that the reduction is reasonably justified by the tangible or intangible benefits to the airport or to civil aviation:

- a. Aviation museums;
- b. Aeronautical secondary and post-secondary education programs conducted by accredited educational institutions; or
- c. Civil Air Patrol units operating aircraft at the airport;

2. Police or fire-fighting units operating aircraft at the airport generally will be expected to pay a reasonable rate for aeronautical use of airport property, but the value of any services provided by the unit to the airport may be offset against the applicable reasonable rate.

F. Use of Property by Military Units

The FAA acknowledges that many airports provide facilities to military units with aeronautical missions at nominal lease rates. The FAA does not consider this practice inconsistent with the requirement for a self-sustaining airport rate structure. Military units

with aeronautical missions may include the Air National Guard, aviation units of the Army National Guard, U.S. Air Force Reserve, and Naval Reserve air units operating aircraft at the airport. Reserve and Guard units typically have an historical presence at the airport that precedes the Airport and Airway Improvement Act of 1982, and provide services that directly benefit airport operations and safety, such as snow removal and supplementary ARFF capability.

G. Use of Property for Transit Projects

Making airport property available at less than fair market rental for public transit terminals, right-of-way, and related facilities will not be considered a violation of 49 U.S.C. §§ 47107(b), 47133 or 47107(a)(13) if the transit system is publicly owned and operated (or operated by contract on behalf of the public owner), and the facilities are directly and substantially related to the air transportation of passengers or property, including use by airport visitors and employees. A lease of nominal value in the circumstances described in this section would be considered consistent with the self-sustaining requirement.

H. Private Transit Systems

Generally, private ground transportation services are charged as a nonaeronautical use of the airport. In cases where publicly-owned transit services are extremely limited and where a private transit service (i.e., bus, rail, or ferry) provides the primary source of public transportation, making property available at less than fair market rental to this private service would not be considered inconsistent with 49 U.S.C. §§ 47107(b), 47133 or 47107(a)(13).

Section VIII—Reporting and Audit Requirements

The Federal Aviation Administration Authorization Act of 1994 established a new requirement for airports to submit annual financial reports to the Secretary, and the Act required the Secretary to compile the reports and to submit a summary report to Congress. The Federal Aviation Reauthorization Act of 1996 established a new requirement for airports to include, as part of their audits under the Single Audit Act, a review and opinion on the use of airport revenue.

A. Annual Financial Reports

Section 111(a)(4) of the 1994 Authorization Act, 49 U.S.C. § 47107(a)(19), requires airport owners or operators to submit to the Secretary

CASTROVILLE MUNICIPAL AIRPORT
HAZARD ZONING ORDINANCE
NO.245

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AN ORDINANCE REGULATING AND RESTRICTING THE HEIGHT OF STRUCTURES BY CREATING THE APPROPRIATE ZONES AND ESTABLISHING THE BOUNDARIES THEREOF; PROVIDING FOR CHANGES IN THE RESTRICTIONS AND BOUNDARIES OF SUCH ZONES; DEFINING CERTAIN TERMS USED HEREIN; REFERRING TO THE CASTROVILLE MUNICIPAL AIRPORT HAZARD ZONING MAP WHICH IS INCORPORATED IN AND MADE A PART OF THIS ORDINANCE; PROVIDING FOR ENFORCEMENT; ESTABLISHING A BOARD OF ADJUSTMENT; AND IMPOSING PENALTIES.

This Ordinance is adopted pursuant to the authority conferred by the Airport Zoning Act, V.C.T.A. Local Gov't. Cod, §§241.001 et seq.

It is hereby found that an obstruction has the potential for endangering the lives and property of users of Castroville Municipal Airport, and property or occupants of land in its vicinity; that an obstruction may affect existing instrument approach minimums of Castroville Municipal Airport, and the public investment therein. Accordingly it is declared that:

1. Castroville Municipal Airport fulfills an essential community purpose; and
2. The creation or establishment of an obstruction has the potential of being a nuisance and may injure the area served by the Castroville Municipal Airport; and
3. It is necessary in the interest of public health, public safety, and general welfare that the creation or establishment of airspace obstructions that are a hazard to air navigation be prevented; and
4. The prevention of these airspace obstructions should be accomplished, to the extent legally possible, by the exercise of the police power without compensation.

It is further declared that the prevention of the creation or establishment of hazards to air navigation, the elimination, removal, alteration or mitigation of hazards to air navigation, or the marking and lighting of obstructions are public purposes for which the City of Castroville may raise and expend public funds and acquire land or interested in land.

BE IT ORDAINED BY THE JOINT AIRPORT ZONING BOARD OF THE CITY OF CASTROVILLE AND THE COUNTY OF MEDINA, THE CITY COUNCIL OF THE CITY OF CASTROVILLE, TEXAS AND THE COMMISSIONERS COURT OF THE COUNTY OF MEDINA, TEXAS:

Section 1. Short Title - This ordinance shall be known and may be cited as "Castroville Municipal Airport Hazard Zoning Ordinance".

Section 2. Definitions - As used in this Ordinance:

- A. Airport - means Castroville Municipal Airport.
- B. Airport Elevation - means the established elevation of the highest point on the usable landing area measured in feet from mean sea level, which is seven hundred seventy-two (772) feet above mean sea level located on the runway centerline at the end of Runway 15 at Castroville Municipal Airport.
- C. Airport Hazard - means any structure or tree or use of land which obstructs the air space restrictions

- which obstructs the air space required for the flights of aircraft or which obstructs or interferes with the control or tracking and/or data acquisition in the landing, taking off or flight at an airport, or at any installation or facility relating to flight, and tracking and/or data acquisition of the flight craft; is hazardous, interferes with or obstructs such landing, taking off or flight of aircraft or which is hazardous to or interferes with tracking and/or data acquisition pertaining to flight and flight vehicles.
- D. **Airport Hazard Area** - means any area of land or water as described in the Castroville Municipal Airport Hazard Zoning Map (Exhibit A) upon which an airport hazard might be established if not prevented as provided in this Ordinance.
- E. **Airport Reference Point** - means the point established as the approximate geographic center of the airport landing area and so designated. The coordinates of the Castroville Municipal Airport Reference Point are North latitude 29° 20' 32.0'; West longitude 98° 51' 02.9'.
- F. **Approach Surface** - a surface longitudinally centered on the extended runway centerline, extending outward and upward from the ends of the primary surface and at the same slope as the approach zone height limitation slope set forth in Section 4 of this Ordinance. In plan the perimeter of the approach surface coincides with the perimeter of the approach zone.
- G. **Approach, Transitional, Horizontal, and Conical Zones** - these zones are set forth in Section 3 of this Ordinance.
- H. **Board of Adjustment** - A Board consisting of five (5) members appointed by the Castroville-Medina County Joint Airport Zoning Board, as provided by V.C.T.A. Local Gov't. Code, §241.032.
- I. **Conical Surface** - A surface extending outward and upward from the periphery of the horizontal surface at a slope of twenty (20) to one (1) for a horizontal distance of four thousand (4,000) feet extending to a height of three hundred fifty (350) feet above the airport elevation which is one thousand one hundred twenty-two (1,122) feet above mean sea level at Castroville Municipal Airport as reference in B above.
- J. **Hazard to Air Navigation** - A obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace within the zoning boundaries as set forth in this Ordinance.
- K. **Height** - For the purpose of determining the height limits in all zones set forth in this Ordinance and shown on the zoning map, the datum shall be mean sea level elevation.
- L. **Horizontal Surface** - A horizontal plane one hundred fifty (150) feet above the established airport elevation, the perimeter of which in plan coincides with the perimeter of the horizontal zone which is nine hundred twenty-two (922) feet above mean sea level of the Castroville Municipal Airport.
- M. **Joint Airport Zoning Board** - means a board consisting of five (5) members, two (2) members appointed by the City Council of the City of Castroville, Texas and two (2) members appointed by the Commissioners

Court of Medina County, Texas. The four (4) members so appointed shall elect a fifth (5th) member who shall serve as chairman of said Castroville-Medina County Joint Airport Zoning Board.

- N. Landing Area - means the surface area of the airport used for landing, take-off or taxiing of aircraft.
- O. Nonconforming Use - Any pre-existing structure, object of natural growth, or use of land which is inconsistent with the provisions of this ordinance or an amendment thereto.
- P. Non-precision Instrument Runway - A runway having an existing instrument approach procedure utilizing air navigation equipment, for which a straight-in non-precision instrument approach procedure has been approved or planned.
- Q. Obstruction - Any structure which exceeds a height limit as set forth in Section 4 of this Ordinance.
- R. Person - means an individual, firm, partnership, corporation, company, association, joint stock association, or body politic, and includes a trustee, receiver, assignee, administrator, executor, guardian, or other representative.
- S. Primary Surface - A surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends two hundred (200) feet beyond each end of that runway. The width of the primary surface of the runway will be that width prescribed in Part 77 of the Federal Aviation Regulations (FAR) for the most precise approach existing or planned for either end the runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline. The width of the primary surface is five hundred (500) feet for a utility runway having a non-precision instrument approach on one end and a visual approach on the other end.
- T. Runway - A defined area at the airport prepared for landing and take-off of aircraft along its length.
- U. Structure - An object constructed or installed by man, including, but not limited to buildings, towers, cranes, smokestacks, earth formation and any object of natural growth.
- V. Transitional Surfaces - These surfaces extend outward at ninety (90) degree angles to the runway centerline and the runway centerline extended at a slope of seven (7) feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal surface.
- W. Tree - Any object of natural growth.
- X. Utility Runway - A runway that is constructed for and intended to be used by an aircraft twelve thousand five-hundred (12,500) pounds maximum gross weight and less.
- Y. Visual Runway - A runway that is intended solely for the operation of aircraft using visual approach procedures.

Section 3. - In order to carry out the provisions of this ordinance, there are hereby created and established certain zones which include all of the land lying beneath the approach

surfaces, transition surfaces, horizontal surface and conical surface as they apply to the Castroville Municipal Airport. Such zones are shown on the zoning map (Exhibit A) consisting of one (1) sheet, prepared by the Texas Department of Aviation, Austin, Texas and dated May 10, 1991, which is attached to this Ordinance and made a part thereof. An area located in more than one of the following zones is considered to be only in the zone with the more restrictive height limitation. The various zones are hereby established and defined as follows:

A. Approach Zones

(1) Runway 33 - Approach zones is established beneath the approach surface at the end of Runway 33 on Castroville Municipal Airport for non-precision instrument landings and take-offs. The inner edge of the approach zone shall have a width of five hundred (500) feet which coincides with the width of the primary surface at a distance of two hundred (200) feet beyond the end of the runway, widening thereafter uniformly to a width of two-thousand (2,000) feet at a horizontal distance of five thousand (5,000) feet beyond the end of the primary surface, its centerline being the continuation of the centerline of the runway.

(2) Runway 15 - Approach zone is established beneath the approach surface at the end of Runway 15 on Castroville Municipal Airport for visual landings and take-offs. The inner edge of the approach zone shall have a width of five hundred (500) feet which coincides with the width of the primary surface at a distance of two hundred (200) feet beyond the end of the runway, widening thereafter uniformly to a width of one thousand two hundred fifty (1,250) feet at a horizontal distance of five thousand (5,000) feet beyond the end of the primary surface, its centerline being the continuation of the centerline of the runway.

B. Transitional Zones - Transitional zones are hereby established beneath the transitional surface adjacent to the runway and approach surfaces as indicated on the zoning map. Transitional surfaces, symmetrically located on either side of the runway, have variable widths as shown on the zoning map. Transitional surfaces extend outward and upward at right angles to the runway centerline and the runway centerline extended at a slope of seven (7) to one (1) from the sides of the primary surface and from the sides of the approach surfaces.

C. Horizontal Zone - The area beneath a horizontal plane one hundred fifty (150) feet above the established airport elevation, the perimeter of which is constructed by swinging arcs of five thousand (5,000) feet radii from the center of each end of the primary surface of Runway 15-33 and connecting the adjacent arcs by lines tangent to those arcs.

D. Conical Zone - The area beneath the conical surface extending outward and upward from the periphery of the horizontal surface at a slope of twenty (20) to one (1) for a horizontal distance of four thousand (4,000) feet.

Section 4. Height Limitations - Except as otherwise provided in this Ordinance, no structure shall be erected, altered or maintained, and no tree shall be allowed to grow in any zone created by this Ordinance to a height in excess of the applicable height limits herein established for such zone. Such applicable

height limitations are hereby established for each of the zones in question as follows:

A. Approach Zones

Runway 15-33 - One (1) foot in height for each twenty (20) feet in horizontal distance beginning at the end of and at the elevation of the primary surface and extending to a point five thousand (5,000) feet from the end of the primary surface.

B. Transitional Zone - Slopes seven (7) feet outward for each foot upward beginning at the sides of and at the same elevation as the primary surface and the approach surfaces, and extending to a height of one hundred fifty (150) feet above the airport elevation which is seven hundred seventy-two (772) feet above mean sea level.

C. Horizontal Zone - Established at one hundred fifty (150) feet above the airport elevation, or a height of nine hundred twenty-two (922) feet above mean sea level.

D. Conical Zone - Slopes twenty (20) feet outward for each foot upward beginning at the periphery of the horizontal zone and at one hundred fifty (150) feet above the airport elevation and extending to a height of three hundred fifty (350) feet above the airport elevation.

E. Excepted Height Limitations - Nothing in this Ordinance shall be construed as prohibiting the growth, construction, or maintenance of any tree or structure to a height up to fifty (50) feet above the surface of the land.

Section 5. Land Use Restrictions - Notwithstanding any other provisions of this ordinance, no use may be made of land or water within any zone established by this ordinance in such a manner as to create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport light and others, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, taking off, or maneuvering of aircraft intending to use the airport.

THESE LAND USE RESTRICTIONS DO NOT PRECLUDE:

- A. The occasional burning of flammable materials or the production of dense smoke, or shining of non-permanent, bright lights for a temporary, short period of time, when such occurrence is scheduled with the airport manager and a NOTAM on the event is issued by the airport manager to the FAA.
- B. The conduct of any normal agricultural or ranching activity, such as the planting, cultivation, and harvesting of field or row crops with mechanical equipment, the growth of pastures and the livestock grazing thereof, and the erection of agricultural structures etc., except when such erections will exceed fifty (50) feet above ground level.

Section 6. Nonconforming Uses -

- A. Regulations not Retroactive - The regulations prescribed by this Ordinance shall not be construed to require the removal, lowering, or other change or alteration

of any structure or tree not conforming to the regulation as of the effective date of this Ordinance, or otherwise interfere with the continuance of any nonconforming use. Nothing herein contained shall require any change in the construction, alteration, or intended use of any structure, the construction or alteration of which was begun prior to the effective date of this Ordinance and is diligently prosecuted.

- B. **Marking and Lighting** - Notwithstanding the preceding provision of this section, the owner of any nonconforming structure is hereby required to allow the installation, operation, and maintenance thereon of such markers and lights as shall be deemed necessary by the City Administrator of the City of Castroville, Texas to indicate to the operators of aircraft in the vicinity of the airport, the presence of such airport hazards. Such markers and light shall be installed, operated, maintained at the expense of the city of Castroville, Texas.

Section 7. Permits -

- A. **Future Uses** - Except as specifically provided in (1) and (2) hereunder, no structure shall be erected in excess of the "excepted height limitation" allowed in Section 4, Par. E, unless a permit therefore shall have been applied for and granted. Each application for a permit shall indicate the height of the structure of which the permit is desired, with sufficient particularity to allow it to be determined whether the resulting structure would conform to the regulation herein prescribed. If such determination is in the affirmative, the permit shall be granted. No permit for height inconsistent with the provisions of this ordinance shall be granted unless a variance has been approved in accordance with Section 7 Par. D.

(1) In the area lying within the limits of the horizontal zone and conical zone, no permit shall be required for any structure less than seventy-five (75) feet of vertical height above the ground, except when, because of terrain, land contour, or topographic features, such structure would extend above the height limits prescribed for such zones.

(2) In areas lying within the limits of the approach zones, but at a horizontal distance of not less than four thousand two hundred (4,200) feet from each end of the runway, no permit shall be required for any structure less than seventy-five (75) feet of vertical height above the ground, except when such structure would extend above the height limit prescribed for such approach zones.

Nothing contained in any of the foregoing exceptions shall be construed as permitting or intending to permit any construction or alteration of any structure in excess of the height limits established by this Ordinance except as set forth in Section 4, Par. E.

- B. **Existing Uses** - Except as stated in Section 7, Par. A (1) & (2), no permit shall be granted that would allow any structure to be made or become higher, than it was on the effective date of this Ordinance or any amendments thereto or than it is when the application for a permit is made. Unless a variance as indicated; all applications for such permit shall be granted.

- G. **Nonconforming Uses Abandoned or Destroyed** - whenever the City Administrator of the City of Castroville, Texas and approve by Commissioners Court of the County of Medina determines that a nonconforming structure within the bound of the zoned area has been abandoned for a period of more than six (6) months, starting from the first day of notice by mail and by publication, or more than eighty (80) percent torn down, except by an Act of God, deteriorated, or decayed, no permit shall be granted that would allow such structure to exceed the applicable height limit or otherwise deviate from the zoning regulations, unless a variance has been approve in accordance with Section 7 Par. D.
- D. **Variences** - Any person desiring to erect or increase the height of any structure in violation of the regulations prescribed in the Ordinance, may apply to the Board of Adjustment for a variance from such regulations in question. Applications for permits shall be made to the City Administrator of the City of Castroville, Texas upon a form published for that purpose. Applications required by this Ordinance are to be submitted to the City Administrator of the City of Castroville, Texas who will see that the application for variance shall be accompanied by a determination from the Federal Aviation Administration as to the effect of the proposal on the operation of air navigation facilities and the safe, efficient use of navigable airspace. Applications for variance shall be made to the board of adjustment by the City Administrator of the City of Castroville, Texas who shall forthwith transmit said application to the board of adjustment for determination. Such variance shall be allowed where it is duly found that a literal application or enforcement of the regulations will result in unnecessary hardship and the relief granted would not be contrary to the public interest, but do substantial justice, and be in accordance with the spirit of this Ordinance. Additionally, no application for variance to the requirements of this Ordinance may be considered by the Board of Adjustment unless a copy of the application has been furnished to the Castroville Municipal Airport Advisory Board for advice as to the aeronautical effects of the variance. If the Castroville Municipal Airport advisory Board does not respond to the application within fifteen (15) days after receipt, the Board of Adjustment may act on its own to grant or deny said application. In no case shall the entire process take more than sixty (60) days for approval or denial of said application.
- E. **Obstruction Marking and Lighting** - Any permit or variance may, if such action is deemed advisable by the City Administrator of the City of Castroville, Texas or the Board of Adjustment to effectuate the purpose of this Ordinance and be reasonable in the circumstances, be so conditioned as to require the owner of the structure in question to allow the City Administrator of the City of Castroville, Texas to install, operate, and maintain, at the expense of the City of Castroville, Texas such markings and lights as may be necessary.

Section 8. Enforcement - It shall be the duty of the City Administrator of the City of Castroville, Texas to administer and enforce the regulations prescribed herein.

Section 9. Board of Adjustment

- A. There is hereby created a Board of Adjustment to have and exercise the following powers:
- (1) To hear and decide appeals from any order, requirement, decision, or determination made by the City Administrator of the City of Castroville, Texas in the enforcement of this Ordinance;
 - (2) To hear and decide special exceptions to the terms of this Ordinance upon which such Board of Adjustment under such regulations may be required to pass;
 - (3) To hear and decide specific variances.
- B. The Board of Adjustment shall consist of five (5) members appointed by the Castroville-Medina County Joint Airport Zoning Board and each shall serve for a term of two (2) years with a limit of four (4) years total service and removable for cause by the appointment authority upon written charges, after a public hearing. The City Council of the City of Castroville and the Commissioners Court of Medina County shall recommend names to the Joint Airport Zoning Board for consideration for appointment to the Board of Adjustment.
- C. The Board of Adjustment shall adopt rules for its governance and procedure in harmony with the provisions of this Ordinance. Meetings of the Board of Adjustment shall be held at the call of the chairman and at such times as the Board of Adjustment may determine. The chairman, or in his absence the acting chairman, may administer oaths and compel the attendance of witnesses. All hearings of the Board of Adjustment shall be public. All meetings of the Board of Adjustment shall keep minutes of its proceedings showing the vote, of each member upon each question or the fact that a member is absent or fails to vote, and shall keep records of its examinations and other official actions, all of which shall immediately be filed in the office of the City Secretary of the City of Castroville, Texas and shall be a public record.
- D. The Board of Adjustment shall make written findings of fact and state the facts upon which it relied when making its conclusions in reversing, affirming, or modifying any order, requirement, decision, or determination which comes before it under the provisions of this Ordinance.
- E. The concurring vote of four (4) members of the Board of Adjustment shall be necessary to reverse any order requirement, decision, or determination of the City Administrator of the City of Castroville, Texas or to decide in favor of the applicant on any matter upon which it is required to pass under this Ordinance, or to effect any variation in this Ordinance as provided in the V.C.T.A. Local Gov't., §241.032(d).

Section 10. Appeals

- A. Any person aggrieved, or any taxpayer affected, by any decision of the City Administrator of the City of Castroville, Texas made in his administration of this Ordinance, is of the opinion that a decision of the City Administrator of the City of Castroville, Texas is an improper application of these regulations, may appeal to the Board of Adjustment.

- B. All appeals hereunder must have action taken within 60 days as to be provided by the rules of the Board of Adjustment, by filing with the City Administrator of the City of Castroville, Texas a notice of appeal specifying the grounds thereof. The City Administrator of the City of Castroville, Texas shall forthwith transmit to the Board of Adjustment all the papers constituting the record which the action appealed from was taken.
- C. An appeal shall stay all proceedings in furtherance of the action appealed from, unless the City Administrator of the City of Castroville, Texas certifies to the Board of Adjustment, after the notice of appeal has been filed with it, that by reason of the facts stated in the certificate, a stay would, in the opinion of the City Administrator of the City of Castroville, Texas cause imminent peril to life or property. In such case, proceedings shall not be stayed except by order of the Board of Adjustment on notice to the City Administrator of the City of Castroville, Texas and on due cause shown.
- D. The Board of Adjustment shall fix a period of time for public hearing appeals that is within 45 days of filing a notice of appeals with the City Administrator of the City of Castroville, give public notice and due notice to the parties in interest, and decide the same within 15 days following hearing. Upon the hearing any party may appear in person and/or by agent and/or by attorney.
- E. The Board of Adjustment may in conformity with the provisions of this Ordinance, reverse or affirm, in whole or in part, or modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination, as may be appropriate under the circumstances.

Section 11. Judicial Review - Any person aggrieved, or any taxpayer affected, by any decision of the Board of Adjustment, may appeal to a court of competent jurisdiction, as provided by the Airport Zoning Act, V.T.C.A. Local Gov't. Code, §241.041.

Section 12. Enforcement and Remedies - The City Council of the City of Castroville, Texas may institute in any court of competent jurisdiction, an action to prevent, restrain, correct, or abate any violation of this Ordinance or of any order or ruling made in connection with its administration or enforcement, including, but not limited to, an action for injunctive relief as provided by the Airport Zoning Act., V.T.C.A. Local Gov't. Code, §241.0044.

Section 13. Penalties - Each violation of this Ordinance shall constitute a misdemeanor and upon conviction shall be punishable by a fine of not more than \$200.00 and each day a violation continues to exist shall constitute a separate offense.

Section 14. Conflicting Regulations - Where there exists a conflict between any of the regulations or limitations prescribed in this Ordinance and any other regulations applicable to the same area, if the conflict is with respect to the height of structures, the more stringent limitation or requirement shall govern and prevail as provided by the Airport Zoning Act, V.T.C.A. Local Gov't. Code, §241.901.

Section 15. Severability - If any of the provisions of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions

or application of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declare to be severable.

Section 16. Amendments - No amendments to this Ordinance shall be made without due process as administered by the Joint Airport Zoning Board.

Section 17. Effective Date - Whereas this Ordinance shall be in full force and effect from and after its passage by the Joint Airport Zoning Board and publication and posting as required by law. Adopted by the Castroville-Medina County Joint Airport Zoning Board this 15th day of December 1992.

James M. Bealer
Chairman

Linda Hughes
Member

[Signature]
Member

[Signature]
Member

[Signature]
Member

ATTEST:
[Signature]
Secretary

STATE OF TEXAS

COUNTY OF MEDINA

LEASE AGREEMENT

THIS AGREEMENT is entered into by and between the City of Castroville, a Texas Municipal Corporation, and political subdivision, ("LESSOR") acting by and through its Mayor, and Medina Valley Youth Baseball, Inc., a non-profit corporation formed under the laws of Texas, ("LESSEE"), acting by and through its President. LESSOR and LESSEE will collectively be referred to as the Parties. This LEASE replaces and supersedes all prior Lease agreements and amendments between the Parties, including but not limited to: a lease agreement, entered into by and between the Parties on February 24, 1989; an undated first amendment, to be effective on February 24, 1992; and an undated second amendment, to be effective February 24, 2007.

WITNESSETH:

WHEREAS, LESSEE provides athletic opportunities for the youth of the City of Castroville through the promotion and operation of youth baseball and softball programs; and

WHEREAS, the LESSOR finds the services provided by LESSEE promotes the health, safety, morals and or general welfare of the residents of the City of Castroville; and

WHEREAS, there exists a lease agreement, entered into by and between the Parties on February 24, 1989, and amended by an undated first amendment, to be effective on February 24, 1992, and an undated second amendment, to be effective February 24, 2007;

WHEREAS, pursuant to the prior lease agreement, and amendments thereto, LESSEE has made certain improvements to the Property in furtherance of LESSEE'S baseball and softball programs; and

WHEREAS, the Property is Castroville Municipal Airport Property; and

WHEREAS, in regards to Airport Property Federal Registrar, Volume 64, No.30, Page 7721 dated February 16, 1999), which addresses: "*Policy and Procedures Concerning the Use of Airport Revenue*", provides in Section D., (entitled "*Providing Property for Public Community Purposes*") therein: "*Making airport property available at less than fair market rental value for public recreational and other community uses, for the purpose of maintaining positive airport-community relations, can be a legitimate function of an airport proprietor in operating the airport. Accordingly, in certain circumstances, providing airport land for such purposes will not be considered a violation of the self- sustaining requirement. . .*"; and

WHEREAS, Texas Constitution Article 3, Section 52(a) prohibits, in relevant part, municipalities from lending its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation; and

WHEREAS, the Texas Attorney General in Op. Tex. Att'y Gen. No. GA-0188 (2004), when asked to interpret Article 3, Section 52(a) opined: "*the predominant purpose of a statute [or ordinance] requiring a public expenditure must be to accomplish a public purpose, not to benefit private parties, and the statute [or ordinance] must retain public control over the funds to ensure that the public purpose is accomplished and to protect the public's investment and ensure that the political subdivision receives a return benefit*"; and

WHEREAS, the continued efficient operation of LESSOR's sanitary sewer system requires the placement of a Sanitary Sewer Lift Station on property within the current LEASED PREMISES that should be removed from the new LEASED PREMISES, to serve the City of Castroville's sanitary sewer system; and

WHEREAS, LESSEE has no objection to the release of the segment of property associated with the placement of the Sanitary Sewer Lift Station from within the LEASED PREMISES; and

WHEREAS, the Parties desire to execute a new lease agreement, with a revised leasehold area, in order for the use of City Airport Property to be in compliance with the requirements of the Texas Constitution and the Federal Register, and for the continued efficient operation of the City of Castroville's sanitary sewer system; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged the Parties agree to this LEASE AGREEMENT, dated February 1, 2016, as follows:

Section One: Leased Premises

That LESSOR has leased and demised to LESSEE, and LESSEE has leased from LESSOR, subject to the terms and conditions herein stated, the following described real property in Medina County, Texas, known and described as per Exhibit A: Legal Description, attached hereto and incorporated by reference.

Section Two: Purpose

The Parties agree and acknowledge that the purpose of the lease, as was the purpose of the prior lease between the Parties, is to promote the health, safety, morals and or general welfare of the residents of the City of Castroville and surrounding Medina Valley area through offering a youth baseball program, available to anyone wishing to participate and not based on skill level. The Parties agree and acknowledge that no member of the public will ever be denied the opportunity to participate or benefit from this Lease on the basis of race, creed, color, national origin, sex, age or disability. The Parties further agree and acknowledge that LESSEE will have sole and exclusive

oversight and control of the program contemplated and that no joint venture, partnership or any other relationship shall exist between the Parties other than that of LESSOR and LESSEE.

Section Three: Term and Consideration

The term of this Lease shall be for a period of five (5) years beginning February 1, 2016.

LESSOR agrees to give to LESSEE two (2) additional five (5) year option periods provided LESSEE abides by the terms and conditions of the Lease, and provides six (6) months written notice of its intention to exercise the option period, and the Lease is not terminated for some other reason.

Consideration during the term and any extensions of this Lease shall be the following:

1. Rental payment of ONE DOLLAR per year, due at the time of execution of the Lease and each year on that same date.
2. The installation and maintenance of all capital improvements to the facilities that serve the programs.
3. The payment for all utilities used at the facilities excluding water.
4. The general cleaning, mowing and maintenance of the leasehold.
5. LESSEE shall have the right to use up to twelve (12) acre feet of potable water per year, not to exceed three (3) acre feet of potable water in any one calendar month, with said water to be used in accordance with the City of Castroville water use restrictions. LESSEE shall reduce, limit or cease the use of water for irrigation equal to those same actions being required of other water customers. All water used shall be metered and any monthly use exceeding three (3) acre feet allotment shall be billed at the current commercial use rate.

Section Four: LESSEE'S Performance Standards

- a) Schedule. At a minimum, LESSEE shall provide a spring/summer league that is held each year running approximately from February through August. LESSEE may additionally, at its sole choosing, offer a fall ball league under the terms of this Lease.
- b) Non-profit. LESSEE must reacquire its non-profit status within one year of the effective date of this Lease.
- c) Number of Participant. Each season, LESSEE shall strive to serve the youth who reside within the Castroville city limits by actively marketing league participation to the youth living within the city. Within 30 days of completion of each season's registration, LESSEE shall send to LESSOR a copy of its registration ledger showing the number of Castroville residents participating.
- d) Fee Schedule. Prior to registration, LESSEE shall send to LESSOR a copy of its fee schedule showing charges to youth baseball and softball participants and

admission to games and other events. The City Council shall review the fee schedule to verify affordability for its citizens who participate in the program. The fees schedule shall be deemed approved unless $\frac{3}{4}$ of the City Council finds the fees to be excessive. In the event that the fees are approved by the City Council for one season, the fee schedule for subsequent seasons shall not be required to be submitted to City Council unless such fees increase by more than 10% in any one season.

- e) Once a year, between the end of any season play and the beginning of the next season's play, LESSEE shall meet with LESSOR to discuss any issues existing with the LEASED PREMISES, the programs overseen by LESSEE, or the terms of this AGREEMENT to determine whether any changes or amendments should be recommended to the City Council of Castroville.
- f) Compliance with the Americans with Disability Act. LESSEE acknowledges and agrees that it has been informed that it has obligations to the general public under the terms of the Americans with Disability Act of 1990 as codified in 42 U.S.C. § 12101(a)(1) and (2) and as amended from time to time. LESSEE covenants and agrees that it will comply with all the terms and obligations, and, as part of its indemnification of LESSOR, indemnify, hold harmless and defend LESSOR from all claims which might arise from LESSEE'S activities under this Agreement.
- g) Default by: Any of the following events shall constitute default by LESSEE under this Agreement:
 - (i) LESSEE shall fail to maintain its non-profit or 501(c)(3) status and operate a nationally organized sports league; or
 - (ii) LESSEE shall fail to keep, observe, or perform any material covenant, agreement, term, or provision of this Agreement to be kept, observed, or performed by LESSEE, and such default shall continue for a period of ten (10) days after notice by LESSOR to LESSEE, or if such default cannot be cured within thirty (30) days, then such additional period as shall be reasonable provided that LESSEE has commenced to cure such default; or
 - (iii) LESSEE fails to comply promptly with all laws, rules, and orders of Federal, State and Municipal Governments and all of their departments applicable to the leased premises.
- h) LESSEE agrees that all revenue generated by LESSEE through the use of LESSOR's property must be used for League-related or Facility improvement expenditures. All concession revenue must also be used for Facility or League improvements. Lessee agrees to provide LESSOR with a Comprehensive Financial Report at the end of each season.

- i) It is agreed for all purposes hereunder; the LESSEE is an independent contractor and is not an agent or employee of the LESSOR. LESSEE shall indemnify and hold harmless and defend the LESSOR from and against any and all claims, liens, suits, demands, and/or actions for damages, injuries (including death) to persons, property damage (including loss of use), and expenses (including court costs, attorney's fees, and other reasonable costs) arising out of or resulting from LESSEE's use of facilities as authorized in this Lease specifically including any environmental hazards created by the tenancy.

Further, LESSOR assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premises defects which may now exist or which may hereafter arise upon the premises, responsibility or liability for any and all such premises defects being expressly assumed by the LESSEE.

LESSEE agrees that this indemnity provision shall be considered as additional remedy for LESSOR and not as an exclusive remedy.

- j) LESSEE agrees to provide and to maintain the following types and amounts of insurance, for the term of this agreement:

TYPE: Commercial (Public) Liability - including, but not limited to, (a) Premises/Operations, and (b) Contractual Liability (insuring indemnity provisions).

AMOUNT: Combined Single Limit for Bodily Injury and Property Damage: \$500,000 per occurrence or per claim.

LESSEE further agrees that as respects the above-required insurance, LESSOR shall:

- 1) Be named as an additional insured.
- 2) Be provided with 30 days advance written notice of cancellation or material change.
- 3) Be provided notice of any insurance claim filed against the policy naming the City as an additional insured.

LESSEE further agrees that with respect of the above-required insurance, it shall provide evidence of insurance to LESSOR to satisfy the insurance requirements of this Lease.

- k) Remedies of LESSOR: Upon the occurrence of an event of default by LESSEE as specified in this AGREEMENT, LESSOR shall be entitled to terminate this AGREEMENT by providing thirty (30) days written notice of termination. After

such termination, LESSEE shall have no further rights to access the Premises, shall immediately cease all activities thereon and LESSOR shall have no further obligation under the terms of this AGREEMENT. LESSOR shall have ninety (90) days following termination of this AGREEMENT to remove any personal property and fixtures from the LEASED PREMISES and return the LEASED PREMISES back to its original condition. Any property or fixtures remaining on the LEASED PREMISES at the end of the ninety (90) day period shall become the property of LESSOR.

Notwithstanding the foregoing, LESSOR agrees that any exercise of LESSOR'S right to terminate under this section will be done in a manner that does not impact the ability of the participants to complete the season of play if the default occurs during a season. LESSOR reserves the right, however, to oversee, or to designate an overseer for the remainder of the season in which the default occurs, in its sole discretion, if the underlying default involves conduct constituting moral turpitude.

Section Five: General Provisions

1. **APPLICABLE LAW AND VENUE** - This agreement shall be construed and governed according to the laws of the State of Texas. Venue for any legal proceedings shall be in Medina County, Texas.
2. **AIRPORT CONSIDERATIONS**- LESSEE hereby agrees that any improvements and activities within the leasehold shall meet all rules and regulations as set forth by the Federal Aviation Administration, the Texas Department of Transportation, Aviation Division, and the City of Castroville. Should it be determined that the leasehold is necessary for aeronautical purposes, LESSOR may terminate this Lease upon thirty (30) days notice to LESSEE
3. **RIGHT OF ENTRY**- LESSOR or its representatives shall have the right to enter the premises at all reasonable hours to inspect the premises for compliance with the terms of this Lease.
4. **NOTICE**- Any notice given regarding the provisions of this Lease may be hand delivered or mailed via regular mail to individuals at the address noted below:

LESSOR: City of Castroville
Marie Gelles, Interim City Administrator
1209 Fiorella Street
Castroville, Texas 78009

LESSEE: Medina Valley Youth Baseball, Inc
Jason Bippert, President
P.O. Box 881
Castroville, Texas 78009

5. SUBJECT TO DEED- The Parties agree and acknowledge that this Lease is subject to the terms and provisions of the deed without warranty conveying the premises to the City of Castroville, filed of record in Volume 147, Pages 264, et seq, Deed Records, Medina County, Texas and said terms and provisions are incorporated by reference.

Executed to be effective this 27th day of January, 2016

LESSEE

Medina Valley Youth Baseball

By: Jason Bippert

Printed Name: Jason Bippert

Title: President - MUYBA

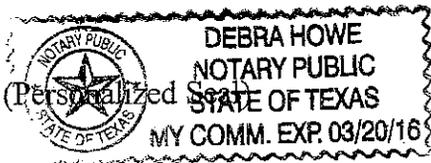
LESSOR

City of Castroville

By: Marie Gelles
~~MARIE~~ Marie Gelles, Interim City Administrator

State of Texas
County of Medina

This instrument was acknowledged before me on January 25, 2016 by Jason Bippert, President of Medina Valley Youth Baseball, a Texas not for profit corporation, on behalf of said corporation.

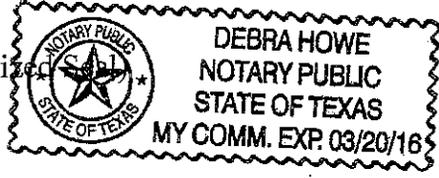


Debra Howe
Notary Public's Signature

State of Texas
County of Medina

This instrument was acknowledged before me on January 27, 2016 by Marie Gelles, Interim City Administrator of the City of Castroville, a Texas, on behalf of said municipality.

(Personalized Seal)



Debra Howe
Notary Public's Signature

**Texas Airport System Plan
Airport Development Worksheet
AIRPORT PROJECT HISTORY**

Printed: 03/26/2020

Page 1 of 2

Airport: CASTROVILLE MUNI
Associated City: CASTROVILLE

NPIAS Site #: 48-0039

Airport ID: CVB
FAA Site #: 23574.1*A

FYR	Agency	Local (\$)	State (\$)	Federal (\$)	Project Description
1975	TAC		7,000		Install lighting.
1978	TAC		3,420		NDB.
1996	FAA	2,289	2,289	41,205	Acquire avigation easements RPZ RW 33 (4.668 ac) & RW 15 (8.941 ac).
1996	BOTH	102,023	83,172	1,497,114	Reconstruct RW 15-33 (4600 x 75), recon/realign parallel TW (5080 x 35), apron (10,200 sy), stub TW (420 x 35), hangar access TW (800 x 35); replace LIRLs w/MIRLs (4600 lf), segmented circle; replace rotating beacon; improve drainage & grading; install fencing (8300 lf).
2003	TXDOT	14,566	14,566		RAMP: Fog seal ramp, repair lighting, herbicide, drainage work, restroom repair, hangar lighting, renovate terminal building
2004	TXDOT		177,188		Design and construction services to construct a terminal building and aircraft ramp parking area
2004	TXDOT		278,748		Loan
2004	TXDOT	3,983	35,848		prepare an airport layout plan
2004	TXDOT	30,000	30,000		RAMP: Ramp paving, crackseal and fog seal existing ramp pavement, taxiway and runway, herbicide, hangar taxiway drainage improvements, repair hangar roof, airport fencing, lighting and NDB maintenance, purchase GCO
2005	TXDOT	21,285		63,854	Install AWOS NPE 2005 \$63,854
2005	TXDOT	15,255	15,255		RAMP: City to contract for pavement renovation in hangar, pave ramp at commercial hangar, seal coat exist ramp and hangar paving, installaion of electric service for PLASI, replacement of roll-up doors on hangars, fencing along airport road to terminal building, professional services to prepare 7460, purchase lighting supplies, herbicide
2006	TXDOT	4,994	4,994		RAMP: Sponsor to contract for reconstruction/repave airport road to hangars, existing drainage ditch maintenance, services to replace airport hangar roof and doors, maintenance and supplies for NDB, lighting and approach aids, installation of fencing, professional services for SPCC, construction of fuel containment area , tree trimming part 77 surfaces, AWOS NADIN fees, purchase herbicide
2006	TXDOT	9,001		81,007	design and construction services to pave aircraft ramp area around commercial hangar #3
2006	TXDOT	28,288	254,597		design to extend Runway 15 end; rehabilitate and mark Runway 15-33; rehabilitate and mark stub taxiways; rehabilitate and mark hangar access taxiways; rehabilitate and mark parallel taxiway Runway 15-33; reconstruct hangar access taxiways; rehabilitate apron; extend and mark parallel taxiway to Runway 15 end; extend medium intensity runway lights Runway 15 end; install precision approach path indicators- 2 Runway 15-33; relocate county road; install fence; prepare a traffic engineering study; and survey and appraisal services
2008	TXDOT				RAMP: TxDOT to contract for AWOS Maintenance, Sponsor to contract for NADIN, AWOS repairs, crack seal on airport pavements.
2009	TXDOT	5,591	5,591		RAMP: TxDOT for AWOS maint.; Spon. Avi-Met, AWOS repairs/parts replacement; water pump repairs; airfield lighting repairs/maintenance; and, beacon repairs/maintenance.
2009	TXDOT	38,310	689,587	38,310	Install PAPI-2 RW 33; Mark RW 15-33 (25,600 sf); Contingency, mobilization, RPR, etc.; Run-up Area pad at RW 15; Install PAPI-2 RW 15; Rehab & mark parallel TW RW 15-33 (4,785 x 35); Rehab & mark hangar access TWs (25,500 sy); Rehab & mark stub TWs (1,130x35); Rehab apron (10,990 sy); Construct hangar access taxilanes; Rehab RW 15-33 (4,600 x 75) SBGP-2009-57 38,310
2010	TXDOT	7,214	7,214		RAMP: MISCELLANEOUS-TxDOT to contract for AWOS maintenance, Sponsor to contract for AWOS AviMet Data Link, AWOS repairs/parts replacement.
2011	TXDOT	15,278	15,278		RAMP: TxDOT Contract for AWOS Maintenance, Sponsor to perform airport general maintenance.
2012	TXDOT	23,641	23,641		RAMP: TxDOT to contract for AWOS Maintenance, Sponsor to contract for airport general maintenance projects.
2012	TXDOT	78,479		706,307	Engineering and design for Box Hangars and access pavement; Contingency, administration, RPR, etc. for Box Hangar project; Construct access pavement for Box Hangars (30x380); Construct 8 unit Box Hangars (NPE '10 & '11) SBGP-085-2013 \$599,435.51; SBGP-057-2009 \$49,366.56; SBGP-067-2010 \$9,582.52; SBGP-72-2011 \$8,509.92; PLANNING GRANT 2011-08 \$39,412.80
2013	TXDOT	45,988	45,988		RAMP: TxDOT Contract for AWOS Maintenance, Sponsor to perform airport general maintenance.

**Texas Airport System Plan
Airport Development Worksheet
AIRPORT PROJECT HISTORY**

Printed: 03/26/2020

Page 2 of 2

Airport: CASTROVILLE MUNI
Associated City: CASTROVILLE

NPIAS Site #: 48-0039

Airport ID: CVB
FAA Site #: 23574.1*A

FYR	Agency	Local (\$)	State (\$)	Federal (\$)	Project Description
2013	TXDOT	120,168		1,081,512	Survey, Appraisal and Environmental Studies; Acquire land for runway extension and county road relocation (31 ac) SBGP-80-2012 \$62,959; SBGP-75-2011 \$1,015,356; SBGP-87-2014 \$3,197
2014	TXDOT	260,738	2,346,641		Extend and mark RW 15 end (400 x75); Contingency for RW Extension; Construct Hangar Apron Pavement to new 8-unit T-hangar (32 x 320) ; Extend MIRL RW 15 end (400 lf); Reconstruct South Apron; Construction Administration, Testing, RPR, etc; Relocate PAPI RW 15 end; Install signage; Extend & mark parallel TW to RW 15 end (590x35); Relocate County Road 4711; Install fencing and gate - new boundary; Construct Permanent Run-up Area
2014	TXDOT	14,368	14,368		RAMP: TxDOT Contract for AWOS Maintenance, Sponsor to perform airport general maintenance.
2015	TXDOT	15,352	15,352		RAMP: Sponsor to perform airport general maintenance.
2016	TXDOT	28,919	28,919		RAMP: Sponsor to perform airport general maintenance.
2017	TXDOT	90,190		270,569	Design and Install Jet A Fuel System - 2015 and 2016 NPE SBGP-096-2016 \$150,000; SBGP-097-2016 \$120,569.34
2017	TXDOT	23,696	23,696		RAMP: Sponsor to perform airport general maintenance.
2018	TXDOT	32,139	32,139		RAMP: Sponsor to perform airport general maintenance.
2019	TXDOT	46,595	46,595		RAMP: Sponsor to perform airport general maintenance.
Total Project (\$)		1,078,350	4,202,086	3,779,878	



CITY COUNCIL AGENDA REPORT

DATE: 5/7/2020

AGENDA OF: Devin Fredrickson – Director of Parks and Streets
DEPARTMENT: Parks and Rec

SUBJECT: Pool Opening 2020

RECOMMENDATION:

- Discussion and take appropriate action on approving the opening of Regional Park Pool under the guidelines of Executive Order GA-21.
-

BACKGROUND:

Starting at 12:01 a.m. on Friday, May 8, 2020:

Swimming pools; provided, however, that (i) indoor swimming pools may operate at up to 25 percent of the total listed occupancy of the pool facility; (ii) outdoor swimming pools may operate at up to 25 percent of normal operating limits as determined by the pool operator; and (iii) local public swimming pools may so operate only if permitted by the local government.

For Texas counties that have filed with DSHS, and are in compliance with, the requisite attestation form promulgated by DSHS regarding five or fewer cases of COVID-19, those in-store retail services, dine-in restaurant services, movie theaters, shopping malls, museums and libraries, indoor wedding venues, wedding reception services, swimming pools, services provided by office workers in offices of more than five individuals, manufacturing services, and gyms and exercise facilities and classes, as otherwise defined and limited above, may operate at up to 50 percent (as opposed to 25 percent).

FISCAL IMPACT/SOURCE OF FUNDING:

Fiscal Year Budget

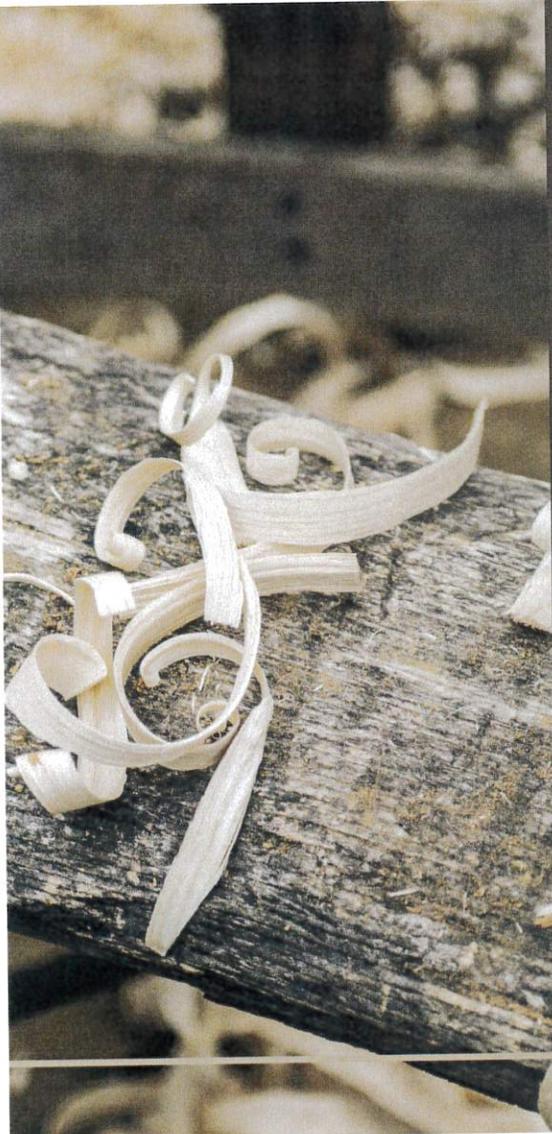
ATTACHMENTS:

Parks and Rec Presentation

Submitted by:

PARKS AND REC UPDATE |
MAY 2020

PARKS AND RECREATION

A photograph of a weathered log with several light-colored, curled wood shavings resting on its surface. The background is blurred, showing more wood shavings.

UPDATES

- PARKS
- RECREATION
- AQUATICS
- RV
- SPECIAL EVENTS
- FUTURE PROJECTS

PARKS AND REC | MAY 2020



PARKS

57.63%

- MAINTENANCE AS NORMAL
- PARK CLOSURES DUE TO COVID-19 (PLAYGROUNDS, PAVILIONS, TABLES, BATHROOM FACILITIES)
- OVERALL ATTENDANCE IN PARK HAS DOUBLED IF NOT TRIPLED DURING PANDEMIC
- NEW IRRIGATION LINE INSTALLED ALONG WITH 3 NEW TREES INCLUDING A MEMORIAL TREE
- 24 HOUR SECURITY CAMERAS



RECREATION

57.63%

- CLOSURES
 - ATHLETIC FIELDS, VOLLEYBALL COURTS, BASKETBALL COURTS AND TENNIS COURTS



AQUATICS

18.14%

- POOL CURRENTLY CLOSED
- FILTER CHANGE OUT (COMPLETED)
- 24 HOUR SECURITY CAMERAS

RV

57.48%

- NO NEW RESERVATIONS
- RV REC HALL CLOSED
- DAILY CLEANING OF BATHROOMS AND LAUNDRY
- 24 HOUR SECURITY CAMERAS



SPECIAL EVENTS

- CANCELLATION OF EASTER WEEKEND
- 4TH OF JULY

Future Projects

PARKS MASTER PLAN THROUGH FRIENDS OF THE PARK

- ON HOLD DURING COVID-19 PANDEMIC

OPENING OF PARK

- LOOKING TO OPEN BATHROOMS FOR CURRENT PATRONS (PARKS)

ALLOWING NEW RESERVATIONS AT RV PARK

- IF APPROVED BY MAYOR AND CHIEF WE WOULD LIKE TO OPEN RV PARK TO NEW RESERVATIONS WITH UPDATED GUIDELINES DURING THIS TIME

EXECUTIVE ORDER CA-21

(I) OUTDOOR SWIMMING POOLS MAY OPERATE AT UP TO 25 PERCENT OF NORMAL OPERATING LIMITS AS DETERMINED BY THE POOL OPERATOR, AND (II) LOCAL PUBLIC SWIMMING POOLS MAY SO OPERATE ONLY IF PERMITTED BY THE LOCAL GOVERNMENT (DSHS 50%)

SHAREHOLDERS

OPEN SWIM
FITNESS SWIM
SWIM TEAM

APPROVAL BY COUNCIL ON OPENING POOL UNDER STRICT GUIDELINES

GUIDELINES DETERMINED BY COUNCIL OR
DESIGNATED PARTY
REQUEST TO OPEN POOL EFFECTIVE JUNE 1, 2020

POOL OPENING



CITY COUNCIL AGENDA REPORT

DATE: 5/7/2020

AGENDA OF: Devin Fredrickson – Director of Parks and Streets
DEPARTMENT: Street Department

SUBJECT: Street Presentation

RECOMMENDATION: Discussion and feedback on current street issues or direction.
Recommendations on putting any projects on hold.

BACKGROUND:

This presentation is to update council on current projects and pending projects currently budgeted or have been brought up as major issues for the city streets.

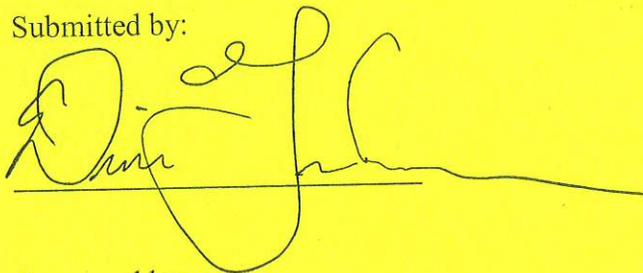
FISCAL IMPACT/SOURCE OF FUNDING:

Fiscal Year Budget

ATTACHMENTS:

Streets Presentation

Submitted by:

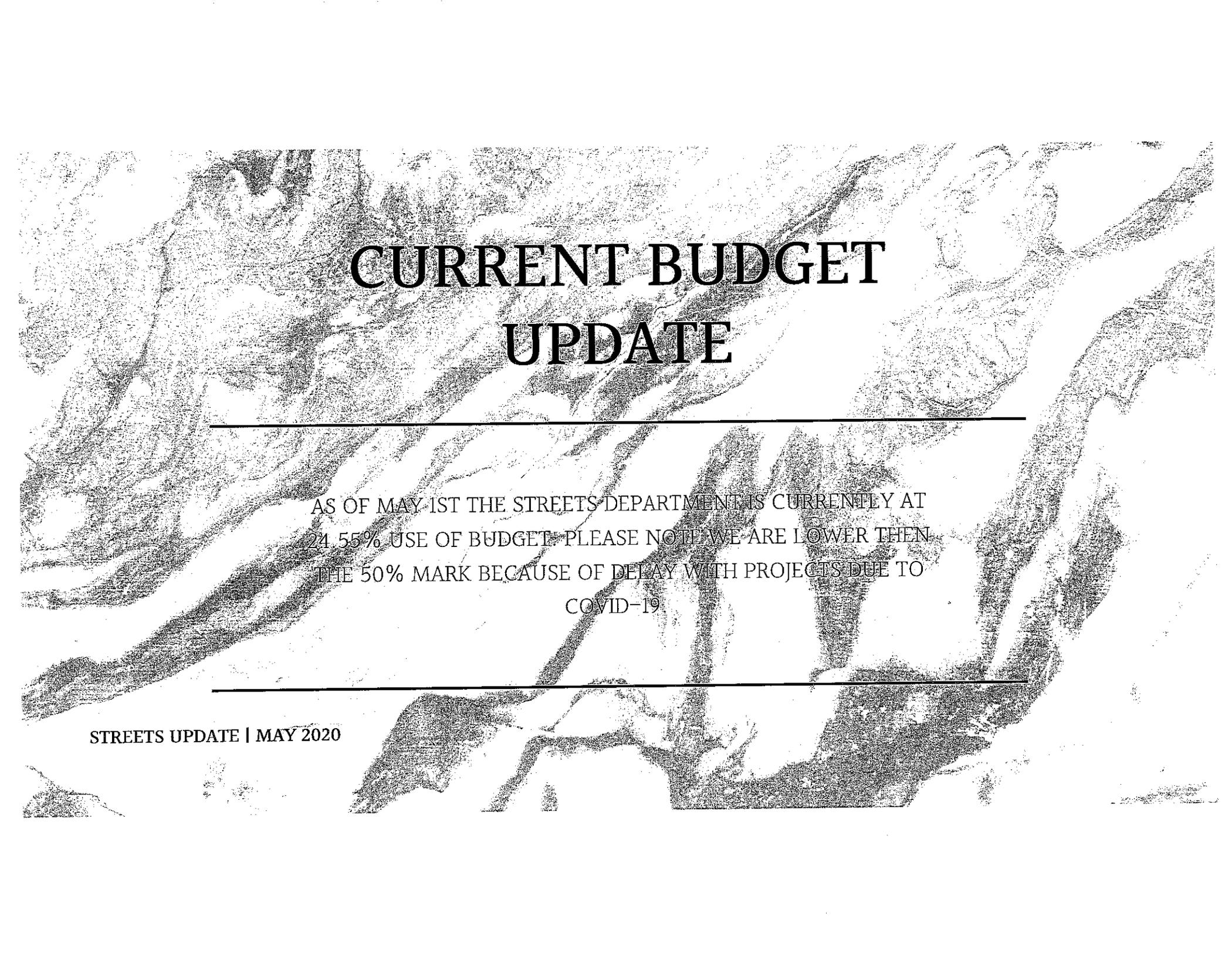


Approved by:



STREETS UPDATE

CITY OF CASTROVILLE
MAY 2020 UPDATE



CURRENT BUDGET UPDATE

AS OF MAY 1ST THE STREETS DEPARTMENT IS CURRENTLY AT
24.55% USE OF BUDGET. PLEASE NOTE WE ARE LOWER THEN
THE 50% MARK BECAUSE OF DELAY WITH PROJECTS DUE TO
COVID-19.

STREETS UPDATE | MAY 2020

EMPLOYEE DISTRIBUTIONS									
50801-101.01	REGULAR SALARIES	100,000.00	4,944.00	0.00	42,385.16	0.00	57,614.84	42.39	
50801-102	OVERTIME	1,000.00	0.00	0.00	354.58	0.00	645.42	35.46	
50801-105.00	SOCIAL SECURITY	6,300.00	306.52	0.00	2,656.03	0.00	3,643.97	42.16	
50801-105.00	MEDICARE	1,600.00	71.69	0.00	623.16	0.00	976.84	38.82	
50801-107.00	RETIREMENT	9,300.00	483.28	0.00	4,014.03	0.00	5,885.97	40.55	
50801-109.00	HEALTH INSURANCE	23,000.00	1,295.38	0.00	8,787.66	0.00	14,212.34	38.21	
50801-109.01	LIFE INSURANCE	310.00	22.50	0.00	162.01	0.00	147.99	52.26	
50801-109.02	VISION INSURANCE	1,300.00	89.75	0.00	488.22	0.00	202.04	38.78	
50801-109.03	LONG TERM DISABILITY	500.00	42.95	0.00	304.23	0.00	811.68	37.96	
50801-112	WORKERS' COMPENSATION	5,000.00	1,300.00	0.00	3,906.00	0.00	1,300.00	60.99	
50801-136	LONGEVITY	100.00	0.00	0.00	0.00	0.00	100.00	0.00	
50801-138	CERTIFICATE PAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL EMPLOYEE DISTRIBUTIONS		149,540.00	9,494.73	0.00	63,601.30	0.00	85,738.70	42.67	
SUPPLIES									
50802-205	GENERAL SUPPLIES	200.00	0.00	0.00	3.99	0.00	196.01	2.00	
50802-206	CLASSIFIED ADVERTISEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
50802-212	FUEL & OIL	3,500.00	0.00	0.00	2,206.91	0.00	1,293.09	63.05	
50802-216	CHEMICALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
50802-256	UTILITIES EXPENSE	110,000.00	10,308.13	0.00	72,146.22	0.00	37,853.78	65.59	
TOTAL SUPPLIES		113,700.00	10,308.13	0.00	74,357.12	0.00	39,342.88	65.40	
PURCHASED SERVICES									
50803-401	TELECOMMUNICATIONS	500.00	0.00	0.00	523.01	0.00	276.99	65.38	
50803-417	UNIFORM EXPENSE	2,500.00	90.52	0.00	762.46	0.00	1,737.54	30.50	
50803-418	EQUIPMENT/LAND RENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
50803-780	COMMUNICATIONS EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL PURCHASED SERVICES		3,000.00	90.52	0.00	1,285.47	0.00	2,014.53	38.95	
CONTRACTED SERVICES									
50804-407	CITY ATTORNEY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
50804-410	CITY ENGINEER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
50804-413.00	OUTSIDE SERV/CONTR LABOR	9,500.00	0.00	0.00	1,510.78	0.00	7,989.22	15.90	
50804-701	EMPLOYEE EXAM/BROG SCREEN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
50804-716	WASTE DISPOSAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL CONTRACTED SERVICES		9,500.00	0.00	0.00	1,510.78	0.00	7,989.22	15.90	
EDUCATION & TRAINING									
50805-505	TRAINING/TRAVEL/PERDIEM	1,500.00	0.00	0.00	457.00	0.00	1,043.00	30.47	
TOTAL EDUCATION & TRAINING		1,500.00	0.00	0.00	457.00	0.00	1,043.00	30.47	
REPAIRS & MAINTENANCE									
50807-412	EQUIPMENT REPAIRS & MAINT	4,100.00	1,180.00	0.00	2,033.30	0.00	6,066.70	25.10	
50807-601	SMALL TOOLS	1,400.00	0.00	0.00	1,338.37	0.00	61.63	95.61	
50807-602	EQUIPMENT PURCHASES	11,926.00	1,740.00	0.00	13,735.50	0.00	1,738.50	114.50	
50807-604	VEHICLE REPAIRS & MAINT	2,500.00	0.00	0.00	523.53	0.00	1,976.47	20.96	
50807-605	STREET REPAIRS AND MAINT	71,826.00	108.36	0.00	5,671.37	0.00	66,164.63	7.89	
50807-606	GROUNDS MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
50807-609	SAFETY EQUIPMENT	200.00	36.13	0.00	271.75	0.00	71.75	135.88	
50807-906	STREET REPAIRS & PAVING	200,000.00	8,450.00	0.00	10,260.00	0.00	189,750.00	5.13	
50807-918	GROUNDS MAINTENANCE	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00	
TOTAL REPAIRS & MAINTENANCE		297,032.00	11,442.22	0.00	33,824.42	0.00	263,207.58	11.39	
MISCELLANEOUS									
50808-708.00	TRAFFIC CONTROL	1,500.00	0.00	0.00	1,366.50	0.00	133.50	91.10	
50808-708.01	STREET NAME SIGNS	3,000.00	0.00	0.00	1,050.00	0.00	1,950.00	35.00	
50808-972	OTHER DRAINAGE PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL MISCELLANEOUS		4,500.00	0.00	0.00	2,416.50	0.00	2,083.50	53.79	
CAPITAL OUTLAY									
50809-905	VEHICLE PURCHASES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
50809-906	CAPITAL OUTLAY	150,000.00	850.00	0.00	1,300.00	0.00	148,700.00	0.87	
50809-907	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
50809-908	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
50809-924	HEAVY EQUIPMENT PURCHASES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL CAPITAL OUTLAY		150,000.00	850.00	0.00	1,300.00	0.00	148,700.00	0.87	
EXPENDITURES - PUBLIC SERVICES		729,072.00	31,185.71	0.00	178,952.53	0.00	550,119.47	24.55	

STREETS UPDATE | JANUARY 2020

CURRENT PROJECTS

ALSACE AVE

SEALCOAT/ CHIP SEAL
REP

RIVER BLUFF

COUNTRY VILLAGE

ADDITIONAL
DEPARTMENT UPDATES

2020-2021 BUDGET
PREP

STREETS UPDATE | MAY 2020

ALSACE AVE.



CURRENT STATUS

- WORK CONTINUED MAY 7TH

PENDING

- FINAL BASE WORK (COUNTY)
- CHIP SEAL (CONTRACTOR)

*COUNTY'S ASSISTANCE
SAVED US OVER \$5000.00 +

COMPLETION

- EXPECTED COMPLETION
END OF MAY 2020



SEALCOAT AND CHIP SEAL RFP'S

- WORKING ON FINALIZING RFP FOR BOTH
- LOOKING TO ADVERTISE MID-MAY



STREET UPDATES | MAY 2020

Country Village



REVIEW OF CURRENT ISSUES

- DAMAGE TO MULTIPLE CUL-DE-SACS
- DRAINAGE ISSUES
- MAJOR DETERIORATION TO ROADWAYS

RFP REVIEW

- PRESENT QUOTES TO COUNCIL TO PROCEED WITH PROJECT OR ADD TO 2021 BUDGET

APPROVAL

- WOULD LOOK TO START ASAP TO PREVENT FURTHER DETERIORATION
- BUDGET FOR 2021

STREETS UPDATE | MAY 2020

ADDITIONAL DEPARTMENT UPDATES



NEW EQUIPMENT
- PAINT MACHINE
- COMMERCIAL
BLOWER

PARIS ST. SEALCOATING





2020-2021 BUDGET PREP

IWORQ REASSESSMENT

- REEVALUATE ROADS AND SET A REALISTIC AND SOLIDIFIED 5 YEAR PLAN

GROW INTERNAL VS. CONTRACTOR

- QUOTING OUT EQUIPMENT AND PERSONNEL WITH SPECIALIZED TRAINING

STREETS UPDATE | MAY 2020



CITY COUNCIL AGENDA REPORT

DATE: May 8, 2020

AGENDA OF: May 12, 2020
DEPARTMENT: Finance Department
SUBJECT: Discussion on 2020 Budget Calendar

RECOMMENDATION: Discuss 2020 Budget Calendar

BACKGROUND/DISCUSSION: 2020 Budget Calendar will be delivered at the City Council Meeting on 05/12/2020. The budget calendar will have important upcoming dates and legal deadlines that we must follow before approving upcoming tax rate and budget.

FISCAL IMPACT/SOURCE OF FUNDING:

Submitted and Approved by:

 5.8.20
Interim City Administrator/Finance Director

ATTACHMENTS/ADDITIONAL INFORMATION:

ORDINANCE NO. 2020-010

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CASTROVILLE AMENDING ORDINANCE NO. 2020-007 EXTENDING A DECLARATION OF LOCAL DISASTER; ESTABLISHING RULES AND REGULATIONS FOR THE DURATION OF THE DISASTER; RESTRICTING CERTAIN ACTIVITIES; ESTABLISHING PENALTIES FOR VIOLATIONS.

WHEREAS, in December 2019 a novel coronavirus, now designated COVID-19, was detected in Wuhan City, Hubei Province, China. Symptoms of COVID-19 include fever, cough, and shortness of breath. Outcomes have ranged from mild to severe illness, and in some cases death; and

WHEREAS, on January 30, 2020, the World Health Organization Director General declared the outbreak of COVID-19 as a Public Health Emergency of International Concern (PHEIC), advising countries to prepare for the containment, detection, isolation and case management, contact tracing and prevention of onward spread of the disease; and

WHEREAS, on March 5, 2020, the World Health Organization Director General urged aggressive preparedness and activation of emergency plans to aggressively change the trajectory of this epidemic; and

WHEREAS, on March 11, 2020, the World Health Organization declared that the COVID-19 outbreak should be characterized as pandemic; and

WHEREAS, the Center for Disease Control and Prevention is closely monitoring the growing number of COVID-19 cases that have spread into the United States; and

WHEREAS, over 1,629 cases of COVID-19 have been reported in the United States, including 41 deaths; and

WHEREAS, a large gathering of unidentifiable individuals without necessary mitigation for the spread of infection may pose a risk of the spread of infectious disease; and

WHEREAS, President Trump declared a national emergency on March 13, 2020; and

WHEREAS, Governor Greg Abbott declared a public health disaster on March 13, 2020; and

WHEREAS, the Center for Disease Control recommends that citizens stop handshaking, clean hands at the door, schedule regular hand washing, avoid touching faces and cover coughs and sneezes, disinfect surfaces like doorknobs, tables, desks, and handrails regularly, and increase ventilation by opening windows or adjusting air conditioning; and

WHEREAS, the Center for Disease Control recommends the use of videoconferencing for meetings when possible, and adjusting or postponing large meetings or gatherings; and

WHEREAS, the Center for Disease Control recommends citizens stay home if they are feeling sick or when they have a sick family member in their home; and

WHEREAS, households with vulnerable seniors and those with underlying health conditions should conduct themselves as if they were a significant risk to the person with underlying conditions; and

WHEREAS, the identification of “community spread” cases of COVID-19 in the United States could have signaled that transmission of the virus is no longer limited to those who traveled to China, or had contact with travelers who have visited China; and

WHEREAS, the COVID-19 virus spreads between people who are in close contact with one another through respiratory droplets produced when an infected person coughs or sneezes; and

WHEREAS, the continued worldwide spread of COVID-19 presents an imminent threat of widespread illness, which requires emergency action; and

WHEREAS, a declaration of local disaster includes the ability to take measures to reduce the possibility of exposure to disease, control the risk, and promote the health and safety of Castroville residents; and

WHEREAS, the City of Castroville will work collaboratively with Medina County to ensure that all appropriate and necessary measures are taken to limit the development, contraction and spread of COVID-19; and

WHEREAS, pursuant to the Texas Disaster Act of 1975, the mayor is designated as the emergency management director of the City of Castroville, and may exercise the powers granted to the governor on an appropriate local scale; and

WHEREAS, a declaration of local disaster and public health emergency includes the ability to reduce the possibility of exposure to disease, control the risk, promote health, compel persons to undergo additional health measures that prevent or control the spread of disease, including isolation, surveillance, quarantine, or placement of persons under public health observation, including the provision of temporary housing or emergency shelters for persons displaced or evacuated and request assistance from the governor of state resources; and

WHEREAS, the Mayor has made a Declaration of Public Health Emergency, and further declared all rules and regulations that may inhibit or prevent prompt response to this threat suspended for the duration of the incident; and

WHEREAS, the Mayor, under the Texas Disaster Act of 1975, has authorized the use of all available resources of state government and political subdivisions to assist in the City’s response to this situation; and

WHEREAS, the Mayor has determined that extraordinary and immediate measures must be taken to respond quickly, prevent and alleviate the suffering of people exposed to and those infected with the virus, as well as those that could potentially be infected or impacted by COVID-19;

WHEREAS, the facts and circumstances have changed since Ordinance No. 2020-007 and the Mayor has determined that additional measures must be taken to reduce the number of persons that could potentially be exposed to, or infected or impacted by COVID-19.

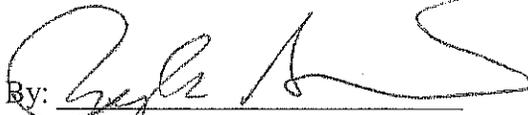
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CASTROVILLE:

- Section 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 2. That the local state of disaster and public health emergency is declared by Mayor Santleben for the City of Castroville pursuant to §418.108(a) of the Texas Government Code is hereby renewed and extended and shall continue for a time frame concurrent with Governor Abbott's Emergency Order #18 ("EO #18), as amended, modified or superseded, and without the need for additional revisions to this ordinance. With the exception of the penalty provision, the City hereby incorporates EO #18, for all purposes and includes all local rules and regulation attached hereto as Exhibit A. In the event of any conflict in the regulations and rules as to City owned property, the City's rules shall be controlling.
- Section 3. Pursuant to §418.108(c) of the Government Code, this declaration of a local state of disaster and public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Clerk.
- Section 4. Pursuant to §418.108(d) of the Government Code, this declaration of a local state of disaster and public health emergency activates the City of Castroville emergency management plan.
- Section 5. Pursuant to §418.020(c) of the Government Code, this declaration authorizes the City to commandeer or use any private property, temporarily acquire, by lease or other means, sites required for temporary housing units or emergency shelters for evacuees, subject to compensation requirements.
- Section 6. Pursuant to §122.005 of the Health and Safety Code, this declaration authorizes the City to prevent the introduction of a communicable disease into the municipality, including stopping, detaining, and examining a person coming from a place that is infected or believed to be infected with a communicable disease; establish, maintain, and regulate hospitals in the municipality or in any area within five miles of the municipal limits; or abate any nuisance that is or may become injurious to the public health by adopting rules necessary or expedient to promote health or suppress disease; or to prevent the introduction of a communicable disease into the municipality, including quarantine rules, and may enforce those rules in the municipality and in any area within 10 miles of the municipality.]
- Section 7. All ordinances or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters herein.

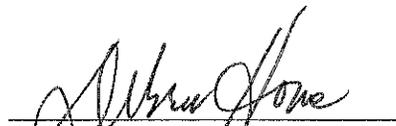
- Section 8. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 9. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.
- Section 10. Any person, firm, corporation or agent who shall violate a provision of this ordinance, or fail to comply therewith, or with any other requirements thereof, shall be guilty of a Class C misdemeanor. Such person shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this article is committed or continued, and upon conviction of any such violation, such person shall be punished by a fine not to exceed \$2,000.00.
- Section 11. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.
- Section 12. This Ordinance shall be in force and effect from and after its final passage, and any publication required by law.

PASSED, ADOPTED, APPROVED, AND EFFECTIVE THE 28th DAY of APRIL, 2020.

CITY OF CASTROVILLE, TEXAS

By: 
Mayor

ATTEST:


City Secretary

EXHIBITS A
LOCAL DISASTER RULES AND REGULATIONS, AND ALL AMENDMENTS
THERE TO
(See Attachment)

CASTOVILLE EMERGENCY ORDINANCE
EXHIBIT A

Public Health Emergency Rules and Regulations and incorporating all amendments thereto.

COVID-19 Public Health Emergency Rules and Regulations

1. The virus that causes COVID-19 is easily transmitted, especially in group settings, and it is essential that the spread of the virus be slowed to protect the ability of public and private health care providers to handle an influx of patients and safeguard public health and safety.
2. Governor Abbott's Emergency Order #18 ("EO #18") is hereby incorporated by reference and for all purposes, except as to any penalty for violation.
3. The following local rules and regulations shall continue in effect. In the event of any conflict with EO #18 as to City property, the local rules shall control. Due to the risk of the rapid spread of the virus, and the need to protect the most vulnerable members of the community, this Declaration mandates that, until such time as this Declaration expires or is expressly revoked, as follows:
 - (a) Municipal buildings shall operate as follows:
 - City Library may be reopened consistent with EO #18;
 - Municipal Court shall remain closed ; and affected cases shall be rescheduled pursuant to the order(s) of the Municipal Judge;
 - Steinbach Visitors Center may be reopened consistent with EO#18;
 - Regional Park may be reopened consistent with EO#18 ;
 - Regional Park RV Park may be reopened consistent with EO#18;
 - (b) That City Hall shall be subject to the following:
 - The lobby is closed temporarily;
 - Utility Payments will only be accepted in the drop-off boxes outside City Hall;
 - All public restrooms shall be closed.
 - (c) Municipal employees are subject to the following:
 - Any municipal employee who has traveled outside of the country or in the states of California, Colorado or Washington from January 30, 2020 to the date of this declaration and thereafter shall not physically be present for work until such employee has seen a physician and has been cleared to return to work or self isolates, if employee feels he/she were exposed to COVID-19 as per CDC guidelines.
 - (d) Utility accounts are subject to the following:
 - That the City will waive the utilities cut-off date for the duration of this ordinance.
4. The City Administrator shall direct employees prohibited from being physically present for work to work at home to the extent practical.

5. For all other gatherings, it is strongly recommended that social distancing protocols established by the United States Centers for Disease Control and Prevention (CDC) and found within the "Implementation of Mitigation Strategies for Communities with Local COVID-19 Transmission" issued by the United States Centers for Disease Control and Prevention ("CDC") on or around March 11, 2020 (available online at www.cdc.gov/coronavirus/2019ncov/downloads/community-mitigation-strategy.pdf), as same may be updated from time to time.

6. Further, organizations that serve all populations particularly High Risk (as defined below) should follow CDC guidance for social distancing. "High-Risk" include people who are:

- 60 years old and older;
- People with certain health conditions such as heart disease, lung disease, diabetes, kidney disease and weakened immune systems;
- People who are pregnant or were pregnant in the last two weeks.
- People experiencing homelessness.

7. That except as amended herein the Declaration of Public Health Emergency in Castroville, Medina County, Texas on March 20, 2020 remains in full force and effect.

8. The restrictions set out in this Exhibit may be updated by amendment to this declaration, as necessary to respond to the evolving circumstances of this outbreak during the duration of the Mayor's Declaration of Public Health Emergency and any extension by the Castroville City Council.

ORDERED this 28th day of April, 2020 by the City Council.



GOVERNOR GREG ABBOTT

May 5, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
6:10PM O'CLOCK

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

MAY 05 2020

Secretary of State

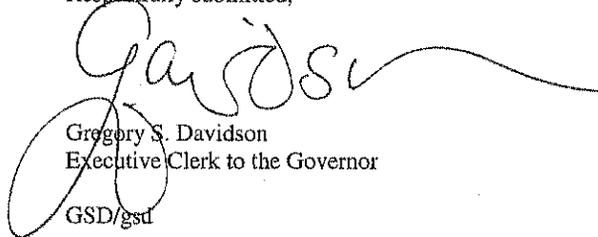
Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-21 relating to the expanded reopening of services as part of the safe, strategic plan to Open Texas in response to the COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor
GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
May 5, 2020

EXECUTIVE ORDER
GA 21

*Relating to the expanded reopening of services as part of the safe, strategic plan to
Open Texas in response to the COVID-19 disaster.*

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, on April 12, 2020, I issued a proclamation renewing the disaster declaration for all counties in Texas; and

WHEREAS, the Commissioner of the Texas Department of State Health Services (DSHS), Dr. John Hellerstedt, has determined that COVID-19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code, and renewed that determination on April 17, 2020; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating certain obligations for Texans in accordance with the President's Coronavirus Guidelines for America, as promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC) on March 16, 2020, which called upon Americans to take actions to slow the spread of COVID-19 for 15 days; and

WHEREAS, I issued Executive Order GA-14 on March 31, 2020, based on the President's announcement that the restrictive Guidelines should extend through April 30, 2020, in light of advice from Dr. Anthony Fauci and Dr. Deborah Birx, and also based on guidance by DSHS Commissioner Dr. Hellerstedt and Dr. Birx that the spread of COVID-19 can be reduced by minimizing social gatherings; and

WHEREAS, Executive Order GA-14 superseded Executive Order GA-08 and expanded the social-distancing restrictions and other obligations for Texans, aimed at slowing the spread of COVID-19 and protecting public health and safety; and

WHEREAS, after more than two weeks of having in effect the heightened restrictions like those required by Executive Order GA-14, which had saved lives, it was clear that the disease still presented a serious threat across Texas that could persist in certain areas, but also that COVID-19 had wrought havoc on many Texas businesses and workers

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
6:10 pm O'CLOCK

MAY 05 2020

affected by the restrictions that were necessary to protect human life; and

WHEREAS, on April 17, 2020, I therefore issued Executive Order GA-17, creating the Governor's Strike Force to Open Texas to study and make recommendations on safely and strategically restarting and revitalizing all aspects of the Lone Star State—work, school, entertainment, and culture; and

WHEREAS, also on April 17, 2020, I issued Executive Order GA-16 to generally continue through April 30, 2020, the same social-distancing restrictions and other obligations for Texans according to federal guidelines, but also to offer a safe, strategic first step to Open Texas, including permitting retail pick-up and delivery services; and

WHEREAS, I subsequently issued Executive Order GA-18 on April 27, 2020, to expand the services that are reopened in Texas, including allowing in-store retail and dine-in restaurant services at establishments operating within specific capacity limits; and

WHEREAS, as normal business operations resume, everyone must act safely, and to that end Executive Order GA-18 and this executive order provide that all persons should follow the health protocols recommended by DSHS, which whenever achieved will mean compliance with the minimum standards for safely reopening, but which should not be used to fault those who act in good faith but can only substantially comply with the standards in light of scarce resources and other extenuating COVID-19 circumstances; and

WHEREAS, Texas must continue to protect lives while restoring livelihoods, both of which can be achieved with the expert advice of medical professionals and business leaders; and

WHEREAS, the “governor is responsible for meeting ... the dangers to the state and people presented by disasters” under Section 418.011 of the Texas Government Code, and the legislature has given the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the “governor may issue executive orders ... hav[ing] the force and effect of law;” and

WHEREAS, under Section 418.016(a), the “governor may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business ... if strict compliance with the provisions ... would in any way prevent, hinder, or delay necessary action in coping with a disaster;” and

WHEREAS, under Section 418.017(a), the “governor may use all available resources of state government and of political subdivisions that are reasonably necessary to cope with a disaster;” and

WHEREAS, under Section 418.018(c), the “governor may control ingress and egress to and from a disaster area and the movement of persons and the occupancy of premises in the area;” and

WHEREAS, under Section 418.173, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable by a fine not to exceed \$1,000, confinement in jail for a term not to exceed 180 days, or both fine and confinement.

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
6:10 PM O'CLOCK

MAY 05 2020

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately, and continuing through May 19, 2020, subject to extension based on the status of COVID-19 in Texas and the recommendations of the Governor's Strike Force to Open Texas, the White House Coronavirus Task Force, and the CDC:

In accordance with guidance from DSHS Commissioner Dr. Hellerstedt, and to achieve the goals established by the President to reduce the spread of COVID-19, every person in Texas shall, except where necessary to provide or obtain essential services or reopened services, minimize social gatherings and minimize in-person contact with people who are not in the same household. People over the age of 65, however, are strongly encouraged to stay at home as much as possible; to maintain appropriate distance from any member of the household who has been out of the residence in the previous 14 days; and, if leaving the home, to implement social distancing and to practice good hygiene, environmental cleanliness, and sanitation.

"Essential services" shall consist of everything listed by the U.S. Department of Homeland Security (DHS) in its Guidance on the Essential Critical Infrastructure Workforce, Version 3.0 or any subsequent version, plus religious services conducted in churches, congregations, and houses of worship. Other essential services may be added to this list with the approval of the Texas Division of Emergency Management (TDEM). TDEM shall maintain an online list of essential services, as specified in this executive order and any approved additions. Requests for additions should be directed to TDEM at EssentialServices@tdem.texas.gov or by visiting the TDEM website at www.tdem.texas.gov/essentialservices.

"Reopened services" shall consist of the following to the extent they are not already "essential services:"

1. Retail services that may be provided through pick-up, delivery by mail, or delivery to the customer's doorstep.
2. In-store retail services, for retail establishments that operate at up to 25 percent of the total listed occupancy of the retail establishment.
3. Dine-in restaurant services, for restaurants that operate at up to 25 percent of the total listed occupancy of the restaurant; provided, however, that
 - a. this applies only to restaurants that have less than 51 percent of their gross receipts from the sale of alcoholic beverages;
 - b. the occupancy limits do not apply to customers seated in outdoor areas of the restaurant; and
 - c. valet services are prohibited except for vehicles with placards or plates for disabled parking.
4. Movie theaters that operate at up to 25 percent of the total listed occupancy of any individual theater for any screening.
5. Shopping malls that operate at up to 25 percent of the total listed occupancy of the shopping mall; provided, however, that within shopping malls, the food-court dining areas, play areas, and interactive displays and settings must remain closed.
6. Museums and libraries that operate at up to 25 percent of the total listed occupancy; provided, however, that
 - a. local public museums and local public libraries may so operate only if permitted by the local government, and
 - b. any components of museums or libraries that have interactive functions or exhibits, including child play areas, must remain closed.

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7. Services provided by an individual working alone in an office, effective until 12:01 a.m. on Monday, May 18, 2020, when this single-person office provision is superseded by the expanded office-based services provision set forth below.
8. Golf course operations.
9. Local government operations, including county and municipal governmental operations relating to permitting, recordation, and document-filing services, as determined by the local government.
10. Wedding venues and the services required to conduct weddings; provided, however, that for weddings held indoors other than at a church, congregation, or house of worship, the facility may operate at up to 25 percent of the total listed occupancy of the facility.
11. Wedding reception services, for facilities that operate at up to 25 percent of the total listed occupancy of the facility; provided, however, that the occupancy limits do not apply to the outdoor areas of a wedding reception or to outdoor wedding receptions.
12. Starting at 12:01 a.m. on Friday, May 8, 2020:
 - a. Cosmetology salons, hair salons, barber shops, nail salons/shops, and other establishments where licensed cosmetologists or barbers practice their trade; provided, however, that all such salons, shops, and establishments must ensure at least six feet of social distancing between operating work stations.
 - b. Tanning salons; provided, however, that all such salons must ensure at least six feet of social distancing between operating work stations.
 - c. Swimming pools; provided, however, that (i) indoor swimming pools may operate at up to 25 percent of the total listed occupancy of the pool facility; (ii) outdoor swimming pools may operate at up to 25 percent of normal operating limits as determined by the pool operator; and (iii) local public swimming pools may so operate only if permitted by the local government.
13. Starting at 12:01 a.m. on Monday, May 18, 2020:
 - a. Services provided by office workers in offices that operate at up to the greater of (i) five individuals, or (ii) 25 percent of the total office workforce; provided, however, that the individuals maintain appropriate social distancing.
 - b. Manufacturing services, for facilities that operate at up to 25 percent of the total listed occupancy of the facility.
 - c. Gyms and exercise facilities and classes that operate at up to 25 percent of the total listed occupancy of the gym or exercise facility; provided, however, that locker rooms and shower facilities must remain closed, but restrooms may open.
14. For Texas counties that have filed with DSHS, and are in compliance with, the requisite attestation form promulgated by DSHS regarding five or fewer cases of COVID-19, those in-store retail services, dine-in restaurant services, movie theaters, shopping malls, museums and libraries, indoor wedding venues, wedding reception services, swimming pools, services provided by office workers in offices of more than five individuals, manufacturing services, and gyms and exercise facilities and classes, as otherwise defined and limited above, may operate at up to 50 percent (as opposed to 25 percent).
15. Such additional services as may be enumerated by future executive orders or proclamations by the governor.

The conditions and limitations set forth above for reopened services shall not apply to essential services. The total listed occupancy limits described above refer to the maximum occupant load set by local or state law, but for purposes of this executive

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order, staff members are not included in determining operating levels except for non-essential manufacturing service providers and services provided by office workers. Notwithstanding anything herein to the contrary, the governor may by proclamation identify any county or counties in which reopened services are thereafter prohibited, in the governor's sole discretion, based on the governor's determination in consultation with medical professionals that only essential services should be permitted in the county, including based on factors such as an increase in the transmission of COVID-19 or in the amount of COVID-19-related hospitalizations or fatalities.

In providing or obtaining essential services or reopened services, all persons (including individuals, businesses and other organizations, and any other legal entity) should use good-faith efforts and available resources to follow the minimum standard health protocols recommended by DSHS, found at www.dshs.texas.gov/coronavirus. All persons should also follow, to the extent not inconsistent with the DSHS minimum standards, the Guidelines from the President and the CDC, as well as other CDC recommendations. Individuals are encouraged to wear appropriate face coverings, but no jurisdiction can impose a civil or criminal penalty for failure to wear a face covering. Nothing in this executive order or the DSHS minimum standards precludes requiring a customer wishing to obtain services to follow additional hygiene measures.

Religious services should be conducted in accordance with the joint guidance issued and updated by the attorney general and governor.

People shall avoid visiting bars, massage establishments, tattoo studios, piercing studios, sexually oriented businesses, or interactive amusement venues such as bowling alleys, video arcades, amusement parks, water parks, or splash pads, unless these enumerated establishments or venues are specifically added as a reopened service by proclamation or future executive order of the governor. Notwithstanding anything herein to the contrary, the governor may by proclamation add to this list of establishments or venues that people shall avoid visiting. To the extent any of the establishments or venues that people shall avoid visiting also offer reopened services permitted above, such as restaurant services, these establishments or venues can offer only the reopened services and may not offer any other services. The use of drive-thru, pickup, or delivery options for food and drinks remains allowed and highly encouraged throughout the limited duration of this executive order.

This executive order does not prohibit people from accessing essential or reopened services or engaging in essential daily activities, such as going to the grocery store or gas station; providing or obtaining other essential or reopened services; visiting swimming pools, parks, beaches, rivers, or lakes; hunting or fishing; or engaging in physical activity like jogging, bicycling, or other outdoor sports, so long as the necessary precautions are maintained to reduce the transmission of COVID-19 and to minimize in-person contact with people who are not in the same household.

In accordance with the Guidelines from the President and the CDC, people shall not visit nursing homes, state supported living centers, assisted living facilities, or long-term care facilities unless to provide critical assistance as determined through guidance from the Texas Health and Human Services Commission (HHSC). Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow infection control policies and practices set forth by the HHSC, including minimizing the movement of staff between facilities whenever possible.

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In accordance with the Guidelines from the President and the CDC, schools shall remain temporarily closed to in-person classroom attendance by students and shall not recommence before the end of the 2019-2020 school year, except that a student (accompanied by an adult if needed) may, as allowed by the school consistent with the minimum standard health protocols found in guidance issued by the Texas Education Agency (TEA), visit his or her school campus (a) for limited non-instructional administrative tasks such as cleaning out lockers, collecting personal belongings, and returning school items like band instruments and books; or (b) for graduating seniors, to complete post-secondary requirements that cannot be accomplished absent access to the school facility and its resources, excluding any activity or assessment which can be done virtually. Public education teachers and staff are encouraged to continue to work remotely from home if possible, but may return to schools to conduct remote video instruction, as well as perform administrative duties, under the minimum standard health protocols found in guidance issued by the TEA. Private schools and institutions of higher education should establish similar standards to allow teachers and staff to return to schools to conduct remote video instruction and perform administrative duties when it is not possible to do so remotely from home. Notwithstanding anything herein to the contrary, schools may conduct graduation ceremonies consistent with the minimum standard health protocols found in guidance issued by the TEA. Nothing in this executive order, the DSHS minimum standards, or the joint guidance issued and updated by the attorney general and governor precludes churches, congregations, and houses of worship from using school campuses for their religious services or other allowed services.

This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts essential services or reopened services allowed by this executive order, allows gatherings prohibited by this executive order, or expands the list of essential services or the list or scope of reopened services as set forth in this executive order. I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

This executive order supersedes Executive Order GA-18, but does not supersede Executive Orders GA-10, GA-13, GA-17, GA-19, or GA-20. This executive order shall remain in effect and in full force until 11:59 p.m. on May 19, 2020, unless it is modified, amended, rescinded, or superseded by the governor.



Given under my hand this the 5th
day of May, 2020.

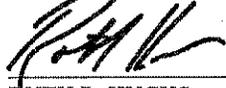
A handwritten signature in black ink that reads "Greg Abbott".

GREG ABBOTT
Governor

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ATTESTED BY:



RUTH R. HUGHS
Secretary of State

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