



## **City Council Special Called Meeting Agenda**

**COUNCIL CHAMBERS - 1209 FIORELLA STREET**

**Wednesday, November 19, 2025**

**5:00 PM**

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**The City Council of the City of Castroville will meet in the Special Called Meeting beginning at 5:00 p.m. or 6:00 p.m. in the Council Chambers at City Hall on the following items listed on the agenda.**

**I. Call to Order**

**II. Executive Session**

The City Council will convene in closed session pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code for one or more of the following authorized reasons:

- a.** Executive session pursuant to Texas Government Code § 551.071(2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, concerning legal issues related to the proposed desalination project, construction contracts, including, but not limited to, design and build procedures and the legal status of the City's discussions with entities proposing a desalination plant and other potential water sources as well as regulatory and financing matters.
- b.** Executive session pursuant to Texas Government Code § 551.071(2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, pertaining to any pro bono work performed by city council members as well as the potential for conflicting loyalties and self-employment incompatibilities, and any other matters which may arise.

**III. Reconvene in open session**

**IV. Roll Call**

**V. Pledge of Allegiance**

**VI. Invocation**

**VII. Citizen Comments**

The City Council will hear comments from any citizen or visitor. Speakers must address their comments to the presiding officer rather than individual council members or staff; stand at the podium, speak clearly into the microphone and state your name residential address before speaking. Speakers will be allowed a maximum of 3 minutes for testimony. In accordance with the

State Open Meetings Act, the City Council is restricted from discussing or taking action on items not listed on the agenda. Action can only be taken at a future meeting.

## **VIII. Proclamations**

- a.** Proclamation recognizing Mrs. Carole Romano for her years of service and dedication to the community of Castroville.

## **IX. Presentations**

- a.** Presentation by the Medina Valley Youth Baseball Association on current facilities, potential improvements and future use of the complex.

## **X. Consider possible action(s) resulting from items posted and legally discussed in Executive Session.**

## **XI. Public Hearing**

- a.** Public Hearing on a zoning change request for approximately 2.318 acres located north of Highway 90, east of Naples, and south of Paris St., at 702 Paris St. Castroville, TX 78009. The current zoning of the property is HE, Historic District (Residential). The proposed zoning for the property is C-G, Historic Central Business District or CH-C, Central Commercial District.

## **XII. Consent Agenda:**

- a.** Minutes for October 14, 2025 Special Called Meeting
- b.** Minutes for October 28, 2025 Regular Called Meeting
- c.** Approve casting of the city votes (104) for City nominee Cynthia Malone for a seat on the Board of Directors for Medina Central Appraisal District 2026-2027.
- d.** Approve the nomination of Polly Edlund for re-appointment to the Medina County 9-1-1 Emergency Communications District Board of Managers.
- e.** Adoption of an Ordinance amending the Comprehensive Fee Ordinance No. 2025-020 for the City of Castroville, Texas; more particularly the kiosk utility fees at the City of Castroville Public Library; providing for severability and codification; and establishing an effective date.
- f.** Adopting of an Ordinance amending Ordinance 2009-009, Code of Ordinances, Chapter 2, Article IV. Section 2-77. Boards and Commissions and Committees, adding (d) prohibiting a person from serving on the Historic Landmark Commission and the Planning and Zoning Commission at the same time.

## **XIII. Discussion and Action Items**

- a.** Discussion and appropriate action on a zoning change request for approximately 2.318 acres located north of Highway 90, east of Naples, and south of Paris St., at 702 Paris St. Castroville, TX 78009. The current zoning of the property is HE, Historic District (Residential). The proposed zoning for the property is C-G, Historic Central Business District or CH-C, Central Commercial District.
- b.** Consider and take appropriate action on acceptance of Board resignations and applications submitted for open positions on the City Boards and Commissions.
- c.** Consider and take appropriate action on electing a Chairman for the Historic Landmark Commission.
- d.** Consider and take appropriate action on Airport Agricultural Lease Renewal.

- e. Consider and take appropriate action to approve a ground lease with Brask T-4 Ranch for construction of a new Hangar located on vacant Airport property south of current Brask Hangar.
- f. Discussion and possible action regarding the Garcia Creek Drainage Improvement Project and direction to proceed with a design-build delivery approach.
- g. Consider and take appropriate action on improvements to the City Council audio/video system.
- h. Discussion and appropriate action to select bond counsel services for the City of Castroville

#### **XIV. City Council Liaison Report(s)**

**Airport Advisory Board - Martinez**

**Historic Landmark Commission - King**

**Library Advisory Board - Lee**

**Parks and Recreation Advisory Board - Merz**

**Planning and Zoning Commission - Marchman**

#### **XV. City Administrator Report**

- a. The following report topics may be discussed and acted upon:
  - a. Drainage Projects
  - b. BMA Trail Access
  - c. Streets, Maintenance and Paving Plan
  - d. WWTP Ponds
  - e. CPS Energy Dispute
  - f. Community Center Construction
  - g. Lions Park Splash Pad
  - h. Facilitated Council Workshop
  - i. Hwy 90 TxDOT Construction Project
  - j. County Streets Plan

#### **XVI. Discussion on Future Agenda Items**

- a.** Set a Date for a City Council and Planning and Zoning Commission Special Called Meeting for prepare/discussion on a Development Agreement Policy.
- b.** Set a date for a City Council and Historic Landmark Commission Special Called Meeting to review/discuss the Historic landmark Commission Ordinance and Historic Preservation.
- c.** Take action on revisions to Personnel Policies.

#### **XVII. 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.

The City Council of the City of Castroville reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act.

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, Castroville, Texas on November 13, before 4:00 p.m.

/s/ Debra Howe

City Secretary





# PROCLAMATION

## CASTROVILLE, TEXAS

*Kline Alsace*

*(The Original Alsatian Colony)*

*Whereas, Carole Emily (Sale) Romano was born in Corpus Christi, Texas on January 23, 1934, and raised in San Antonio, Texas. She graduated from Thomas Jefferson High School, and met the future love of her life, Louis Romano in San Antonio. They married in 1953, and Carole attended Colorado Women's College and later completed her studies with a degree in Education from Trinity University in 1972, and went on to teach for 20 years, educating children and influencing all who had the pleasure of knowing her; and,*

*Whereas, Carole became very interested in history and genealogy due to her family's proud heritage dating back to the signing of the Magna Carta, and her ancestors settling in Colonial Virginia on an original land grant. She talked about loving to travel to Castroville and surrounding towns as a child with her father, who was a Moline tractor salesman, and visited the local farms and farmers of Alsatian and German descent; and,*

*Whereas, Carole later became a member of numerous lineage societies including Daughters of the American Revolution, Colonial Dames of America and Daughters of the Confederacy; and*

*Whereas, Carole was active in her community volunteering and performing charity work in San Antonio and later in Castroville. She co-founded the Olmos Park Garden Club in 1964, and was in the San Antonio Conservation Society for many years; and,*

*Whereas, Carole and her husband Louis purchased a historic home in Castroville in 1990, leading to a 5-year restoration project, restoring it to its original historical architectural features and re-purposing original materials. Their home was listed on the National Register of Historic Places, known as the Bippert-Kueck home and was honored with a PCH Marker from the Castro Garden Club, the San Antonio Conservation Society Preservation Award and Plaque, and a Castroville Conservation Society Plaque. Their historic home was featured in a 2001 episode of This Old House and on the Home and Garden TV program.*

*Whereas, Carole and her husband Louis founded the Castroville Conservation Society (CCS) in 2000. She served multiple years as the President of the Board and then remained serving on the Board up to 2013, with a mission to preserve historic buildings, archeological sites, and to showcase the architecture and history of Castroville, Texas and to keep the culture and tradition intact for generations to come; and,*

*Whereas, Carole's leadership and influence led the Castroville Conservation Society to flourish by providing seminars and workshops with statewide and local speakers on topics of local architectural styles, preservation, historical stories, and encouraging the members to become*

*involved in the Texas Historical Preservation Society, of which she and Louis were active participants. They recognized local citizens for their historic preservation efforts, initiated an annual Christmas Candlelight Open House of Historic Homes for public viewing, initiated a scholarship program for local graduating seniors interested in preservation, and sponsored local school art projects for National Historic Preservation month and programs by the Witte Outreach Theater, such as the Vaquero y Cowboy play for Texas History month and the Buffalo Soldiers play in honor of Black History month with the MVID and St. Louis Schools, among many other conservation educational projects; and,*

*Whereas, Carole attended City Council meetings regularly and advocated for the protection and preservation of historic homes and sites, property rights, and environmental issues to keep Castroville pristine, original, and culturally intact despite the growing influences of the area; and,*

*Whereas, Carole was the matriarch of her blessed family which consists of four children, including Louis Jr., Elizabeth, Ray and Todd; 7 grandchildren and 15 great-grandchildren, whom she loved dearly with her husband Louis, and whom always came first.*

*Whereas, Carole passed away on June 29, 2025, and prior to her passing, she made great contributions to our community of Alsatian/German heritage. Her impact was immeasurable, and she will be greatly missed.*

*Now, Therefore, be it resolved that I, Bruce Alexander, Mayor of Castroville, hereby proclaim Mrs. Carole Emily Romano a beneficial citizen of the City of Castroville, Texas and extend our heartfelt appreciation to her family for Carol's support of the City.*

*GIVEN UNDER MY HAND AND SEAL  
OF THE CITY OF CASTROVILLE, TEXAS  
THIS 19<sup>th</sup> DAY OF NOVEMBER 2025.*

*\_\_\_\_\_  
Mayor Bruce Alexander*



# Agenda Report

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**Agenda of:** November 19, 2025

**Department:** Community Development Department

**Subject:** Public Hearing for Zone Change Request – 702 Paris (Moye Center)

## Recommended Motion:

I move to approve the zone change request for 702 Paris St. from HE – Historic Residential District to CG – Historic Commercial District.

## Background:

The applicants are requesting to rezone their property from HE (Historic Residential District) to either CH-C (Central Commercial District) or CG (Historic Commercial District).

Historic Oversight:

- CG (Historic Commercial District): Exterior modifications require review and approval by the Historic Landmark Commission.
- CH (Central Commercial District): No historic review required.

Permitted Uses:

- CG: Allows general retail, offices, schools, restaurants, and small-scale services—uses that align with historic preservation and walkable, community-oriented development.
- CH: Allows a broader range of high-intensity commercial uses, including auto sales, body shops, warehouses, contractor storage yards, welding/machine shops, and other heavy commercial/industrial activities.

Protective Nature:

- CG zoning is more restrictive, preserving historic character and offering additional protection for surrounding neighborhoods.
- CH zoning is less restrictive, enabling more intensive and auto-oriented development.

Planning and Zoning Commission recommended approval of the zone change to the CG – Commercial Historic District

## Attachments:

- Board Action
- Zone Change Ordinance
- Presentation

**Submitted by:** Breana Soto

# 702 PARIS ZONE CHANGE REQUEST

**Discussion and action on a request for zoning change for approximately 2.318 acres located north of Highway 90, east of Naples, and south of Paris St., at 702 Paris St. Castroville, TX 78009. The current zoning of the property is HE, Historic District (Residential). The proposed zoning for the property is C-G, Historic Central Business District or CH-C, Central Commercial District.**

Applicant: Lance Rothe

Property Owner: Castroville Catholic Middle and High School

Legal Description: CASTROVILLE RANGE 6 BLOCK 7 LOT 1-8

Current Zoning: HE, Historic District (Residential)

Proposed Zoning: CG: Historic Business District or CH-C, Central Commercial







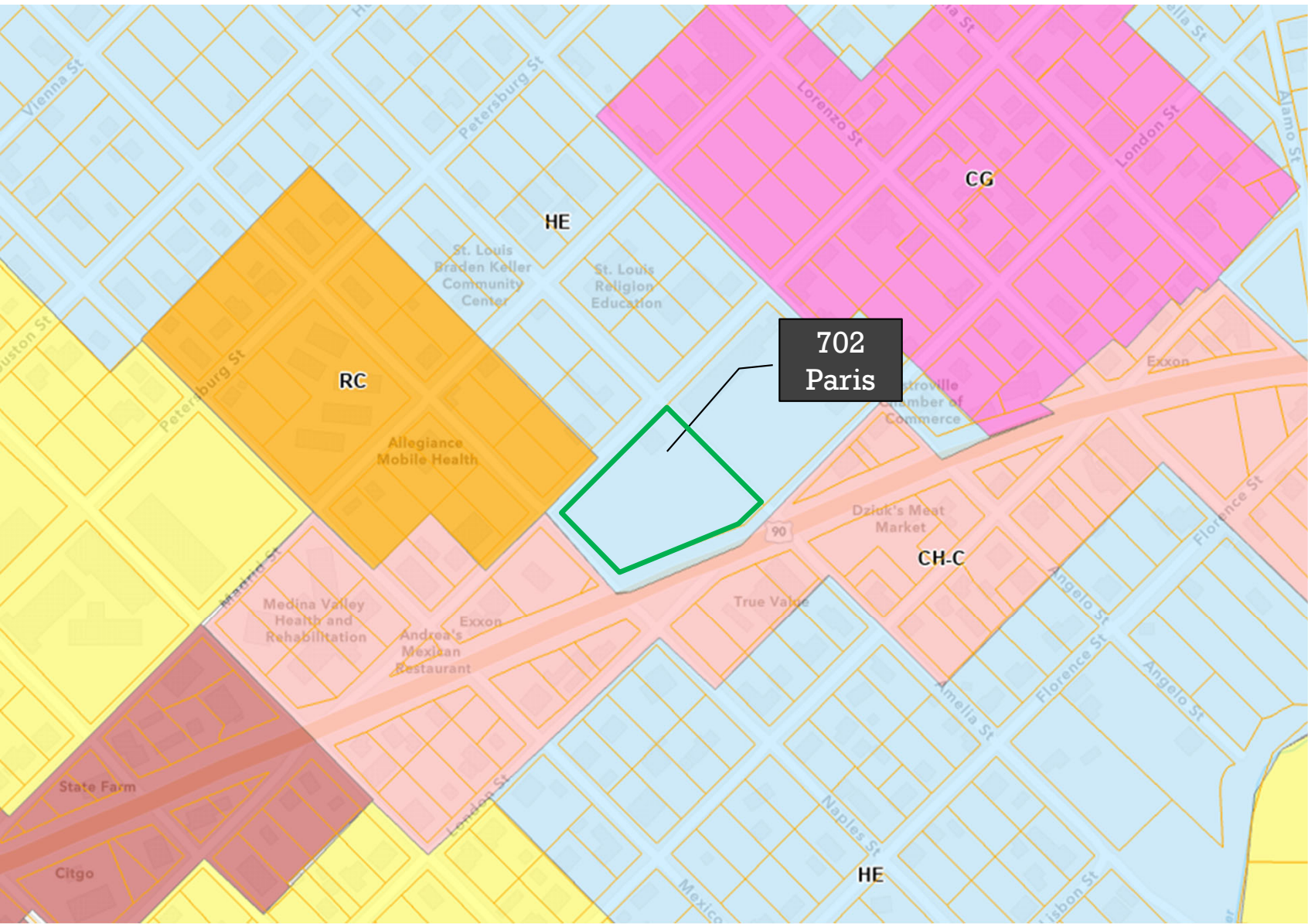






# CURRENT ZONING

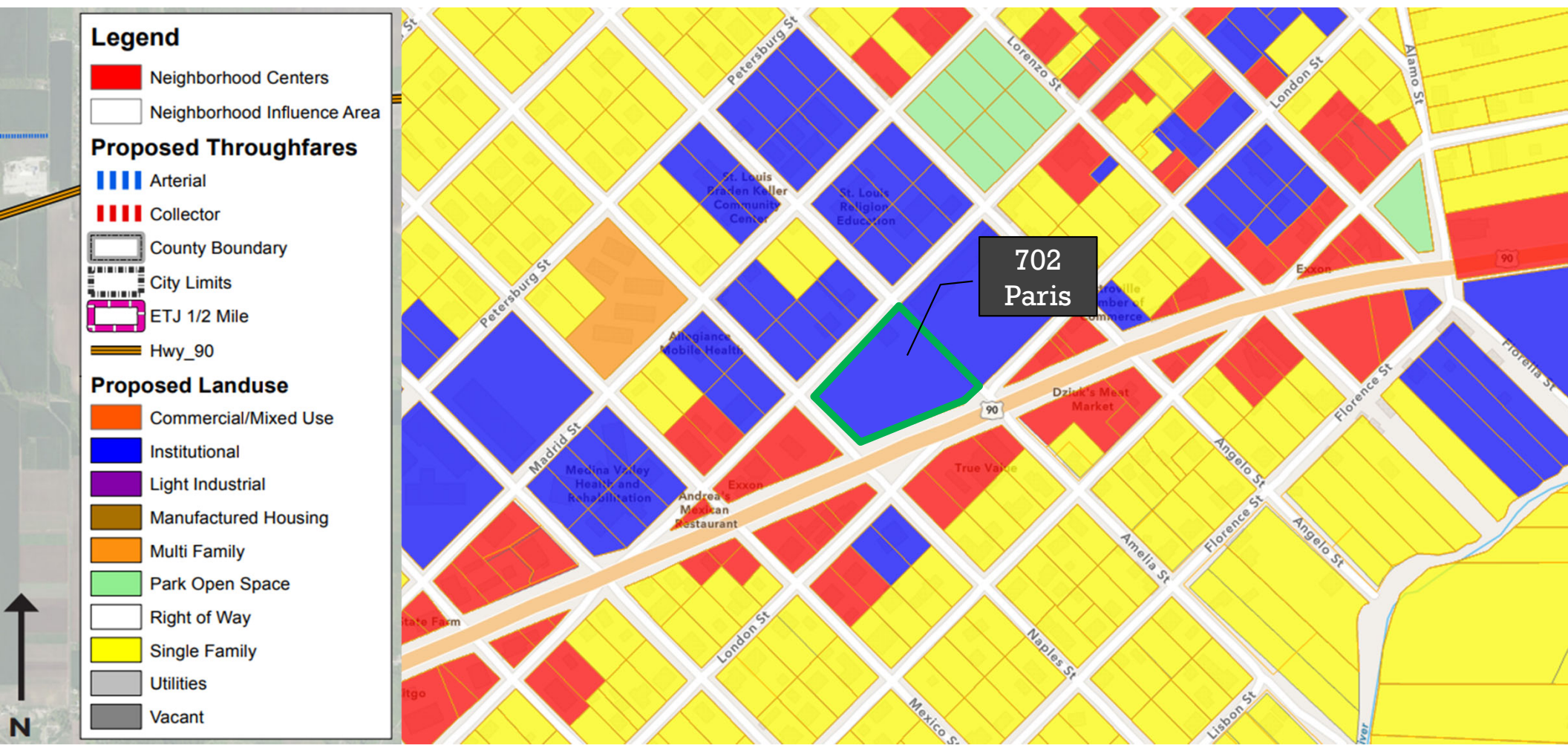
HE: Historic District (Residential)



- RA: Single Family Dwelling District
- RC: General Residence District
- HE: Historical District
- MH: Manufactured Home Park
- CG: Central Business District
- CH-C: Central Commercial District
- CH-W: West Commercial District
- CH-E: East Commercial District
- I-I: Industrial District



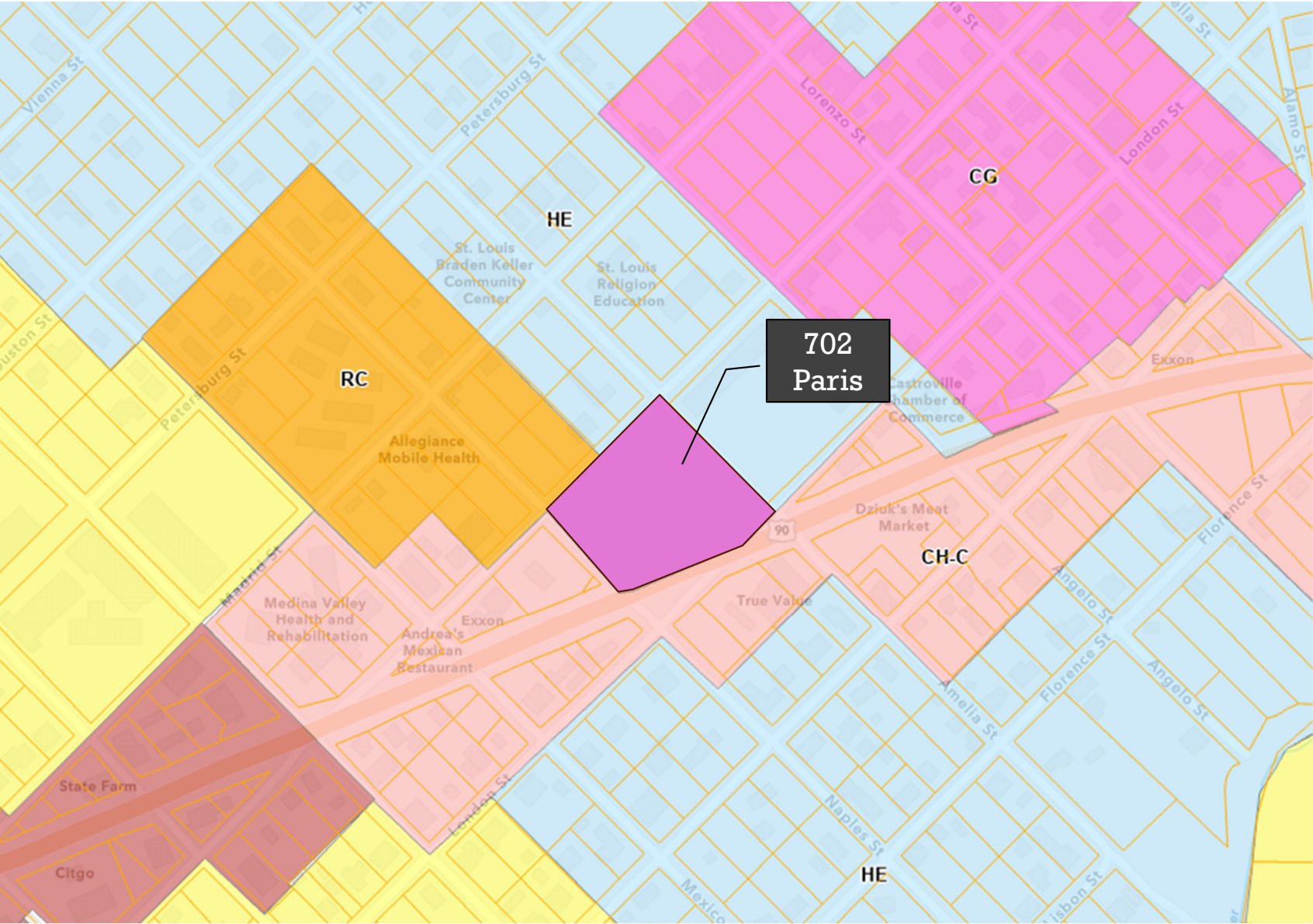




# FUTURE LAND USE MAP







# PROPOSED ZONING

**CG: Historic Central Business District**

- RA: Single Family Dwelling District
- RC: General Residence District
- HE: Historical District
- MH: Manufactured Home Park
- CG: Historic Central Business District
- CH-C: Central Commercial District
- CH-W: West Commercial District
- CH-E: East Commercial District
- I-I: Industrial District



# LAND USE FOR PROPERTY

Schedule of Uses	R-A One-Family Dwelling District	R-C General Residential District	H-E Historical District	C-F Neighborhood Business District	C-G Central Business District	C-H Commercial District	I-I Industrial District	P-D Planned Development District	M-H Mobile Home Parks
Public Administration Office									
Residence Home for Aged (22)		S							
Private School, Collage, or University (23)		S					S		
Public School (24)									
Tennis Club (25)		S					S		



# KEY DIFFERENCES

- **Historic Oversight:**

- **CG (Historic Commercial)** – Properties fall under Historic Landmark Commission review for exterior changes or alterations.
- **CH (Central Commercial)** – No historic review requirement.

- **Permitted Uses:**

- **CG** allows **general retail, offices, restaurants, and small-scale services**—uses consistent with historic preservation and walkable, community-focused development.
- **CH** allows a **broad range of high-intensity commercial uses**, including auto sales, body shops, warehouses, contractor storage yards, welding/machine shops, and other heavier commercial/industrial activities.

- **Protective Nature:**

- **CG** is more restrictive, limiting uses to protect historic character and adjacent neighborhoods.
- **CH** is less restrictive, enabling more intensive and auto-oriented commercial activity.



**CITY OF CASTROVILLE**  
**PLANNING AND ZONING COMMISSION ACTION**

**October 8, 2025**

The City of Castroville Planning and Zoning Commission is considering the following:

Discussion and action on A request for zoning change for approximately 2.318 acres located north of Highway 90, east of Naples, and south of Paris St., at 702 Paris St. Castroville, TX 78009. The current zoning of the property is HE, Historic District (Residential). The proposed zoning for the property is C-G, Historic Central Business District or CH-C, Central Commercial District.

**RECOMMENDATION:**

*Approved.*

  
\_\_\_\_\_  
Chairperson  
Planning and Zoning Commission

*10/8/25*  
\_\_\_\_\_  
Date

**ORDINANCE NO. 2026-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF CASTROVILLE, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CASTROVILLE TO REZONE CERTAIN PROPERTY LOCATED AT 702 PARIS STREET FROM HE - HISTORIC DISTRICT TO CG - HISTORIC BUSINESS DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT.**

**WHEREAS**, Tex. Loc. Gov't Code Chapter 211 authorizes the City of Castroville to adopt rules and regulations regarding zoning of land within the City limits of the City of Castroville for the purpose of promoting the safe, orderly, and healthful development of the City of Castroville; and

**WHEREAS**, Tex. Loc. Gov't Code Chapter 211 empowers the City to provide for the administration, enforcement, and amendment of those zoning rules and regulations; and

**WHEREAS**, the herein described as approximately 2.318 acres of land located at 702 Paris Street, Castroville, Texas 78009, legally described as CASTROVILLE RANGE 6 BLOCK 7 LOT 1-8 (the "Property"), from HE - Historic District to CG - Historic Commercial District; and

**WHEREAS**, on October 8, 2025, the Planning and Zoning Commission conducted a public hearing on the proposed zoning, after which the Planning and Zoning Commission considered the merits of the proposed zoning and made its final report on the proposed zoning; and

**WHEREAS**, the City Council of the City of Castroville held the required public hearing concerning the zoning request on November 19, 2025; and

**WHEREAS**, the City Council of the City of Castroville has determined it to be in the public interest to amend the City's Comprehensive Zoning Regulations and Zoning Map, which in its best judgment promotes the health, safety morals, and general welfare and protects the use and enjoyment of property throughout the City.

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

**Section one.** The official zoning map of the City of Castroville is hereby amended to change the zoning classification of the Property located at Paris St. Street, Castroville, Texas 78009, more particularly described as CASTROVILLE RANGE 6 BLOCK 7 LOT 1-8 (the "Property"), from HE - Historic District to CG - Historic Commercial District.

**Section two.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only.

**Section three.** If any section, paragraph, clause, or provision of this Ordinance shall be found to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force and

effect.

**Section four.** This Ordinance shall take effect immediately upon its passage and publication as provided by law.

PASSED AND APPROVED this the \_\_\_\_ day of November, 2025.

\_\_\_\_\_  
Bruce Alexander, Mayor  
City of Castroville

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Debra Howe, City Secretary  
City of Castroville

\_\_\_\_\_  
DNRBH&Z P.C., City Attorney  
City of Castroville

**CITY OF CASTROVILLE CITY COUNCIL  
SPECIAL CALLED COUNCIL MEETING  
1209 Fiorella  
City Council Chamber  
October 14, 2025  
Tuesday  
2:30 P.M.  
MINUTES**

**I. CALL TO ORDER**

Mayor Bruce Alexander called the meeting to order at 2:30 p.m.

**II. ROLL CALL**

Present:

Mayor Bruce Alexander	Scott Dixon, City Administrator
Mayor Pro Tem Sheena Martinez	Debra Howe, City Secretary
Councilmember Houston Marchman	
Councilmember Phil King	
Councilmember Robert Lee	

Absent:

Councilmember David Merz

Others in attendance:

Daniel Jones, City Attorney

**II. CITIZENS COMMENTS**

*The City Council will hear comments from any citizen or visitor. Speakers must address their comments to the presiding officer rather than individual council members or staff; stand at the podium, speak clearly into the microphone, and state your name and residential address before speaking. Speakers will be allowed a maximum of 3 minutes for testimony. Speakers making personal, impertinent, profane, or slanderous remarks will be given one warning before losing the privilege to speak or may be removed from the room. In accordance with the State Open Meetings Act, the City Council is restricted from discussing or taking action on items not listed on the agenda. Action can only be taken at a future meeting.*

No one requested to speak.

**III. DISCUSSION AND ACTION ITEMS**

- a. Consider and take appropriate action on current project reports provided by Engineering Firms listed below:**

Mayor Alexander announced there would be no action taken this was more of providing the City Council information on what each firm provided for the City.



a. **KSA**

Craig Phipps and David Kirkpatrick were present and provided a presentation to the City Council on working with the City on past Airport Projects. Mr. Phipps said KSA had changed since working with the city and was now part of Pape-Dawson Engineering. Mr. Phipps said at that time there were no projects with the City but had produced the Airport Master Plan. The City Council discussed with Mr. Phipps and Mr. Kirkpatrick the Airport Zoning, FAA Standards, the possibility of reinstating the joint City/County Airport Zoning Board. Mr. Kirkpatrick spoke on Airport Layout Plan being necessary to be in compliance with the FAA Grants. Councilmember Lee asked about having non-aviation businesses out at the Airport. Mr. Phipps said there were requirements to meet for those type of businesses and the City would have to get permission from the FAA. Councilmember Martinez said there could be upcoming paving projects and restructuring on outside. The City Council learned there were available grants and Texas Airport Tec Board was an outlet. Mr. Kirkpatrick was the chair. KSA hoped to work with the City on upcoming projects.

b. **SEnergy**

Glen Duke, Project Management provided history on SEnergy formerly known as Schneider Engineering. Mr. Duke said SEnergy had worked on the wholesale power supply contract procurement, competitive RFP solicitation and management for power supply contract, Electric, Water, Wastewater and Natural Gas cost of service, rate study, and financial forecast, power cost factor management and reconciliation, and distribution engineering line design and support. Mr. Duke said they had been part of the electrical upgrades to River Bluff. Councilmember Martinez asked if the 2023 Rate Study had included the Ercot charges to determine the rates. Mr. Duke said they were included. Mr. Duke said they did not have any new contracts with the City at that time.

c. **RESPEC**

Kevin Hunt, P.E. Project Lead, spoke on the projects RESPEC had completed and were currently working on. Projects shown were: Wastewater Treatment Plant Expansion - Owner's representative, Alsatian Oaks Phase 1 – oversaw developer-funded water and wastewater improvements integrated new development with city utilities, Alsatian Oaks Phase 2 & Flat Creek Plant – led feasibility efforts and plant upgrades, Medina Valley Hydro Tank relocation to the Airport for improvements to system, Master Planning development of comprehensive water and wastewater master plans for long-term infrastructure strategy, On-Call Utility Analysis – delivered data-driven recommendations to update impact fees, and CDBG Water Main improvements – upgrading water mains on Alsace and Berlin Streets through grant funded improvements and US 90 TxDOT Coordination to review TxDOT corridor plans and compile data on existing water and wastewater infrastructure for possible utility conflicts. Mr. Dixon said there could be some conflicts near Bill Millers and the First Baptist Church. Mr. Hunt said TxDOT had to rebuild the BMA Canal for storm drains. Mr. Dixon said they did not have a cost or timeline yet. Mr. Hunt said it was on hold until they received the 30% TxDOT Plans. Councilmember Lee asked about the eastside lift station force main and putting in a third pump and the possibility of being over capacity at the lift station. Mr. Hunt said this would be a backup. Mr. Lee asked if the city should look at reclaim water usage and what the cost could be. Mr. Hunt said there were quality measures needed for reclaim usage and problems with what to do with the waste and discharging at the plant. Mr. Hunt did not recommend discharging to the plant as it would create issues. Mr. Hunt was asked what other cities did for water reduction measures. Mr. Hunt did not know, but cities either leased more water rights or paid over pumping fines. Councilmember Marchman asked if RESPEC provided a monthly report on pumping vs. usage to the city. Mr. Hunt said they only provided when asked by the city. Mr. Dixon said



(Cont.)

this was done in-house by public works. Mayor Alexander asked if they were involved in the Desalination project. Mr. Hunt said only high level and had helped coordinate with others. Mayor Alexander asked about the capacity of the wastewater treatment plant as of today. Mr. Hunt said it was at 250-260 flow or less than 30%. Mr. Hunt was asked the status on the main lift stations improvements. Mr. Hunt said they 90% Plans completed and had stopped due to cost, but did add a new pump. Mr. Dixon said this was an unfunded project in the CIP. Also being looked at were options for storing treated waste in the future. Mayor Alexander felt the engineers were not working together and needed to communicate better when working on projects.

Mayor Alexander felt they should look at what the City wanted not the developer. Mr. Dixon gave the City Council an outline of the process of getting plans approved for the projects.

d. **Schaumburg & Polk, Inc.**

John Schmeling, P.E., CFM, spoke on his company located out of Beaumont, Texas and working with small cities. Mr. Schmeling said he was out of the Kyle office and they had been in contract with the City since March 2025. SPI provided development reviews services and had completed the Alsatian Oaks Units 4-5 PUD Amendment, Alsatian Oaks Phase 1 Commercial Re-Plat, Country Village Estates Phase 2 Preliminary Plat, 175 Bank Avenue Building Permit, and Country Village Estates Phase 2 Final Plat. Mr. Schaumburg said he had been working with Tourism Director Darin Hamm to develop a plan that would showcase Houston Square and the Alsatian heritage while enhancing the useability of the downtown area. Mr. Schaumburg said this project was being provided at no cost to the city.

Councilmember Martinez asked if he was looking at the ordinances on the square. Mr. Schaumburg said no, it was only an overview of possible enhancements. Mayor Alexander saw where the task order was for commercial development plans. Mayor Alexander asked why the City had started using this company. Mr. Dixon said there had been issues with City Engineer KFrieese/Lochner with providing plan reviews in a timely manner and he chose to have an additional firm to do reviews. Councilmember Lee asked about the \$4 million, 400,000 gallon, elevated tank project. Mr. Schaumburg said it was in the design phase. Mr. Schaumburg said SPI hoped to be involved with more projects in the future.

Mayor Alexander recessed the meeting for a short break at 4:15 p.m.

Mayor Alexander reconvened in open session at 4:23 p.m.

e. **Lochner**

Michael Persyn, P.E., Vice President, formerly KFrieese, now Lochner spoke on the projects his firm had worked on in the past and present. Lochner was working on Country Village Lift Station upgrades – replacing pumps, piping, valves, concrete pads, electrical, natural gas generator with estimated completion by the end of the year, WWTP Permit renewal process – waiting on TCEQ review/approval, Bed and Banks Permit started in 2021 with submission in 2022 – waiting on TCEQ review, and Development reviews on various Developments. Mr. Persyn said on the permit renewal the ponds were being removed from the permit. Mayor Alexander asked if they did water improvements for the city. Mr. Persyn said they had a task order on hold for water lines and water modeling. Abe Salinas, P.E. Stormwater lead, spoke on providing a Stormwater Master Plan 2022-2023 and they were actively working on the Garcia Creek Channel Stabilization and Geneva Street Channel Improvements. Mr. Salinas said the 30% schematic design was prepared June 2025 and completed, the next phase was negotiation of the Final Design scope and fee for the drop structure, wall stabilization,

and side channel repair. Mr. Dixon said the Garcia Creek Project was coming back at the next meeting for discussion. Mr. Salinas said they were working on the Geneva Street Channel with the public works department and working on erosion control measures to improve durability and minimize maintenance. Mr. Salinas said the City needed to have a Stormwater Criteria and Ordinance reviews and updates to the City's drainage and floodplain management criteria to prepare for growth. Mr. Salinas said they were working to reduce localized flooding and erosion to protect the city's infrastructure, support the City Councils CIP Projects for drainage improvements, continue to assist in growth planning and work with the City on securing grant funding for priority projects. Councilmember Lee asked about the Geneva Street Channel Project status. Mr. Salinas said the project was complete and was waiting on the erosion control element. Mr. Dixon said the completion was delayed due to the Streets Department was short staffed due to employee being off for surgery. Councilmember Lee was still concerned with his neighbors' property taking on water. Councilmember King said he had spoken on this with Mr. Salinas out in the field. Mr. Salinas said building up the asphalt would help and was looking at doing this. Mayor Alexander asked the cost of the Garcia Creek Channel Project shown for option 1 as \$1.3 million and was the engineering fees included. Mr. Dixon said this project would be brought back with two options for discussion, and the City would need to acquire easements. Councilmember Martinez asked if tree removal upstream would be included in the project. Mr. Salinas said their removal was not in the scope. A question of the pros and cons of not to do the wall stabilization. Mr. Salinas said that would cause more erosion but could not give a timeline of when the increase of erosion would happen. The Stormwater Master Plan did include a maintenance plan on creeks. Mayor Alexander asked about the TCEQ violations at the wastewater treatment plant related to the ponds. Lochner was providing supporting correspondence on the ponds. The question was asked if Councilmember King providing his engineering services pro bono was that a conflict. It was recommended by the City Attorney to prepare a contract/agreement between the City and Councilmember King to provide his services. This would be brought back at a future meeting.

- b. Consider and take appropriate action on Capital Improvement Plan  
This item was skipped.
- c. Consider and take appropriate action on prioritizing the use of the \$3.5 million Certificates of Obligation for projects identified by the City Council

Mayor Alexander said the City Council should have had a list of projects with estimates, before they approve the funding. Councilmember King said they did have a list as was shown in the public notice and the City Council approved the list. Councilmember Martinez read off the projects and City Administrator Dixon said the City Council could split up the funds for the projects as they wished. Councilmember Marchman asked if some of the funds could be used for the showers at the park. Councilmember Lee said he was not in favor of remodeling the City Hall as he felt there was not enough space for the staff and parking was a problem. Mr. Lee was in favor of maintaining building and putting money toward a new building. Councilmember King said they needed to get the estimate for the remodel first before considering a new build and he felt a new build would be much more. Councilmember Marchman agreed. Councilmember Martinez said there were plans in the past showing a City Complex with the Library located at the Public Works property. Mr. Dixon said he would contact Pugh

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(Cont.)

Constructors, Inc. to bring a scope of work with estimates for the City Hall and Library for the City Council to make an informed decision. Mr. Dixon said the showers project might be able to done with same contractor, he would have to look at further.

IV. **ADJOURN**

Mayor Alexander adjourned the meeting at 5:27 p.m.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

**CITY OF CASTROVILLE CITY COUNCIL  
REGULAR CALLED COUNCIL MEETING  
1209 Fiorella  
City Council Chambers  
October 28, 2025  
Tuesday  
5:00 P.M.  
MINUTES**

**I. CALL TO ORDER**

Mayor Pro Tem Martinez called the meeting to order at 5:00 p.m.  
Mayor Pro Tem Martinez acknowledged there was a quorum with all Council members and Legal Counsel present.  
Mayor Pro Tem Martinez recessed the meeting to go into executive session at 5:01 p.m.

**II. EXECUTIVE SESSION**

The City Council will convene in closed session pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code for one or more of the following authorized reasons

- a. Closed session pursuant to Sec. 551.072, Tex. Gov’t Code, to consider the purchase of approximately 6.65 acres of real property for public right-of-way

Opened: 5:05 p.m.  
Closed: 5:40 p.m.

**III. RECONVENE IN OPEN SESSION**

Mayor Pro Tem Martinez reconvened in open session at 6:00 p.m.

**IV. ROLL CALL**

Present:

Mayor Pro Tem Sheena Martinez	Scott Dixon, City Administrator
Councilmember Houston Marchman	Debra Howe, City Secretary
Councilmember Phil King	Breana Soto, Community Development Director
Councilmember David Merz	Jim Kohler, Police Chief
Councilmember Robert Lee	Mike Haley, Airport Manager
	Jonah Chang, Parks and Recreation Director

Absent:  
Mayor Bruce Alexander

Others in attendance:  
Daniel Jones, City Attorney, Denton, Navarro, Rodrigues, Santee, Benal & Zech

**V. PLEDGE OF ALLEIGENCE**

**VI.     INVOCATION**

Councilmember Phil King gave the invocation.

**VII.    CITIZENS COMMENTS**

*The City Council will hear comments from any citizen or visitor. Speakers must address their comments to the presiding officer rather than individual council members or staff; stand at the podium, speak clearly into the microphone, and state your name and residential address before speaking. Speakers will be allowed a maximum of 3 minutes for testimony. Speakers making personal, impertinent, profane, or slanderous remarks will be given one warning before losing the privilege to speak or may be removed from the room. In accordance with the State Open Meetings Act, the City Council is restricted from discussing or taking action on items not listed on the agenda. Action can only be taken at a future meeting.*

Samantha Merz, 148 Village Path, spoke in favor of the city property located at 134 Village Path becoming an area for children in the neighborhood to play and enjoy.

Mayor Pro Tem Martinez stated she had received and read an email from Dan and Cindy Maloney, 204 River Bluff. The Maloney’s had served on the Historic Landmark Commission from 2019 to September 2025 and wanted to respond to the changing to the Commission. Mr. and Mrs. Maloney said they thought the change of term expiration dates to be more in line with the other boards was reasonable but reducing the number on the board was not and the board should keep the same number for a balanced board. The Maloney’s said the members represented all areas of the town and worked well together.

**VIII.   CONSENT AGENDA**

- a. Minutes for October 14, 2025 Regular Called Meeting
- b. Authorize a professional services contract with Brinkley Sargent to conduct a needs assessment for the construction of a new police department facility.
- c. Approve an Ordinance rescinding Ordinance 2021-009 Amending the Subdivision Ordinance for Platting Procedures
- d. Approve a professional services agreement with Lochner Engineering formerly KFrieze and Associates.
- e. Approval of Quarterly Financial Report #4.
- f. Approval of Quarterly Investment Report #4.

**A motion was made by Councilmember King and duly seconded by Councilmember Marchman to approve the consent agenda. A vote was taken (5:0 all ayes) the motion carried by all present.**

**IX.     PUBLIC HEARING**

- a. Public Hearing for Zone Change Request – 702 Paris (Moye Center)  
It was noted this public hearing was a preliminary due to posting requirements and the official hearing would be held at the November 19<sup>th</sup> meeting.

Opened: 6:07 p.m.  
Lance Roth, member of the Steering Committee, spoke on the request to change the zoning to allow for a private Catholic Middle/High School. Mr. Roth said they wish to return the property to a learning center and had submitted the application for either a CH-C (Central Commercial District) or CG (Historic

Council Meeting  
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Page 3  
(Cont.)

Commercial District). Mr. Roth said they hoped to open the school by next August 2026. Mr. Roth said they had a website available [www.moye.com](http://www.moye.com) for the public to see the renderings with their vision of matching the current buildings on the property.

Samantha Merz, 148 Village Path, spoke in favor of the zoning change for the property. Ms. Merz said the change for the property use will benefit the children of Castroville for years to come.

Closed: 6:11 p.m.

## **X. Consider possible action(s) resulting from items posted and legally discussed in Executive Session**

No action was taken.

## **XI. DISCUSSION AND ACTION ITEMS**

- a. Discussion and possible action to authorize a professional services contract with P3 & Associates to manage the City's Public Improvement Districts and Tax Reinvestment Zones**

City Administrator Dixon briefed the City Council on P3 and Associates and entering into a contract with them to manage the City's PID's and TIRZ. Mr. Dixon said the City Council had approved the pending PID amendments several meetings back with the stipulation the Mayor would get his concerns addressed. Mr. Dixon said the City Attorney's Office had recommended this firm. Dan Jones, City Attorney, had worked with the firm during his time with the City of Odessa. Mr. Jones said he recommended the firm. Councilmember Lee asked about the fees shown as \$10,000 for review of past PID's and TIRZ documents and why didn't the City go out for Qualifications for this service. Mr. Lee was also not in favor of automatic renewals. He felt the contract should come back to the City Council for renewal. Mr. Dixon said this was considered a professional service and did not have to go out and the review fee was a one-time fee for reviewing documents already in existence and other fees shown would be paid as part of development agreements.

**A motion was made by Councilmember King and duly seconded by Councilmember Marchman to approve a professional services contract with P3 & Associates to manage the City's Public Improvement Districts and Tax Reinvestment Zones with the automatic renewal clause removed. A vote was taken (5:0 all ayes) the motion carried by all present.**

- b. Discussion and possible action on the Country Village Phase II - Final Plat**

Community Development Director Breana Soto briefed the City Council on the final plat for Country Village Phase II. Ms. Soto said owner Jack Uptmore and Engineer Aaron Newman were present for any questions. Ms. Soto said the City Council had reviewed the preliminary plat earlier and the parkland dedication fee of 5% for smaller developments as per the ordinance had been paid. The amount paid was \$12,115.50 back in September. City Administrator Dixon said staff had spoken on park fees in lieu of for small plats and they were based on undeveloped land values. Mr. Dixon recommended when reviewing the ordinances the City look at requiring the fees be based on developed land values. Councilmember Lee asked where the values came from. Mr. Dixon said the County Legal Appraisals were what the City used. Councilmember Martinez asked where the fees went. Mr. Dixon said there was a Parks Fund was set up to benefit the parks. Mr. Dixon said included with the plat was a letter

confirming water rights to be delivered prior to plat recording and a letter of credit from bank, and detailed cost estimates for public improvements. Ms. Soto said the P & Z recommendation for approval was included in the backup material.

**A motion was made by Councilmember King and duly seconded by Councilmember Marchman to approve the Country Village Phase II - Final Plat.**

Further discussion followed.

Councilmember Lee asked if the plat complied with the Subdivision Ordinances for connectivity and walkability that others wanted. Ms. Soto said there was one area that was but the current ordinances do not have a requirement for connectivity. Ms. Soto said the plat met all of the ordinances.

**A vote was taken (5:0 all ayes) the motion carried by all present.**

**c. Discussion and possible action to adopt a Development Agreement Policy as recommended by the Planning & Zoning Commission of Castroville**

Community Development Director Breana Soto briefed the City Council on the proposed Development Agreement Policy from the Planning and Zoning Commission (P&Z). Ms. Soto said the P & Z had been tasked to review and provide a new document as the previous policy had been a stop gap to be used while the UDO was being developed. There was language in the old document that referred to the now denied ordinance. Ms. Soto said P & Z added public engagement to the policy and felt it was a good tool for the City Council to use in negotiations with developers.

**A motion was made by Councilmember King and duly seconded by Councilmember Marchman to adopt a Development Agreement Policy as recommended by the Planning and Zoning Commission.**

Further discussion followed.

Councilmember Lee asked that all language of incentives from the City be removed from the document. Mr. Lee felt the document should be reviewed further for more content and the City Council not approve at this time.

**Councilmember King withdrew his motion to approve and Councilmember Marchman withdrew his second to that motion.**

Councilmember Merz said he felt the document was too vague and provided an example of how he would interpret design and build standards differently from someone else. Mr. Merz said they needed to flush out more. City Administrator Dixon suggested a joint workshop to work with the P & Z on the document after the first of the year. Council agreed. No other action was taken.

**d. Discussion and possible action on Garcia Creek Drainage Project**

Abe Salinas, Lochner(KFrieese), briefed the City Council on the three options previously provided to the City Council at a council meeting. The City Council had chosen in July Option 1 to stabilize culvert and channel banks with wall system at a cost of \$1.1 to \$1.5 million for the final design. Mr. Salinas said he, Councilmember King, and City Staff had walked the area before this meeting to look at a long term plan. Mr. Salinas said the headwall option would not address ongoing erosion and could under mind the repairs. Photos were provided to the City Council showing the continuous erosion without significant rains. City Administrator Dixon said the City had borrowed \$1.5 million for drainage projects and could

do the whole project shown at \$1.2 million or could do in phases and look for State Funding or do with city funds if they wished to do more. Councilmember Marchman asked if approved now what the timeline would be. Mr. Salinas said six to eight months for design, with easement acquisitions, executing contracts for a possible twelve month start date. Councilmember King felt they should correct the 20ft bank erosion that was causing the degradation and correct under the bridge. Mr. King said if the City was lining all of the channel on this project, then the City may have to take on all of the other area as it needed to be lined. Mr. Salinas was asked if there would still be future erosion and he responded yes and this area was an old city dumping site and unstable. Mr. Dixon said Mayor Alexander was concerned with adding liability on the City and the City had not acquired easements in the past for the area. Councilmember King said the City had built themselves and he felt rock riprap was also needed.

**A motion was made by Councilmember Marchman and duly seconded by Councilmember Martinez to move forward with Option #1 in the amount of \$1.1 to \$1.5 million for the Garcia Creek Project.**

Further discussion followed.

Councilmember Lee clarified Councilmember King felt they should take care of the bridge and area around the bridge as shown in Option #2. There was a concern with the photo showing concrete broken, dropped down, the northern wall having to have water turn 45degree which the release to the rock riprap could still cause continued cutting into the headwall. Mr. Dixon said at one time the City was trying to fix by installing culverts, but this did not alleviate the problems. Mr. Dixon said this was not flood control and identified failures and looking to fix and save. Mr. Dixon said Athens Street would not be a rebuild, not repair. Councilmember Merz said he did not have a clear picture of this project and looked like the bridge was endanger and they needed to fix the waterway. Mr. Merz was not so much in favor of doing anything down stream that was not showing immediate changes, this could be later. Councilmember Lee said this projected needed more discussion before moving forward. Councilmember Marchman said they had already chosen Option #1 and now talking about Option #2 shown at \$600,000 that would collapse in a heavy rain. Councilmember King questioned Mr. Salinas on turning the water downstream and it could cause the loss of the \$600,000 the City would spend. Councilmember Marchman asked if they should do all at once or in phases. Mr. Salinas said they needed to start with acquiring the easements.

**A vote was taken (2 ayes: 3 nays(Lee, Merz, King)) motion failed to approve moving forward.**

Councilmember King said he had more questions on the cost shown for the short distance shown on the map. Mr. Dixon clarified Councilmember Merz said he was in favor of minimum repairs at the bridge and around the immediate area. Councilmember Lee requested bringing back with better visuals and details. Mr. Dixon clarified the City Council wished to modify Option #1 with a limit set and shown on the map to the repair area and possibly including Option #2. No further action was taken.

- e. Discussion and appropriate action authorizing staff to issue a Request for Qualifications for engineering and professional services for aviation-related projects

City Administrator Dixon briefed the City Council on authorizing staff to go out for RFQ's for engineering services for future aviation- related projects. Mr. Dixon said currently the City did not have an Aviation Engineering Firm on contract and the engineering firm would not be on retainer so there was no cost to the City and they did not have to go out for qualifications as this was a professional service if the City Council did not wish to.



**A motion was made by Councilmember Martinez and duly seconded by Councilmember King to authorize staff to issue a Request for Qualifications for engineering and professional services for aviation-related projects.**

Further discussion followed.

Councilmember Lee asked who wrote the RFQ provided and said in the past the City had not retained an engineer but had worked with TxDOT on projects and had been satisfactory. Mr. Lee did not wish to pay anyone to be retained or be identified as only engineer. Councilmember King asked if this proposal had been sent to the Airport Advisory Board for a recommendation as they did for other boards. Mr. Dixon said it had not.

**A motion was made by Councilmember Martinez and was duly seconded by Councilmember King to amended the motion to submit the request to issue a Request for Qualifications for engineering and professional services for aviation-related projects to the Airport Advisory Board for a recommendation. A vote was taken (4 aye: 1 nay(Lee)) the motion carried by a majority vote.**

- f. Discussion and appropriate action to adopt an Ordinance amending Ordinance 2003-019 to have terms of the Historic Landmark Commission members, and alternates, to follow the same terms as the other boards and commissions

This item had been discussed at the last city council meeting.

**A motion was made by Councilmember King and duly seconded by Councilmember Marchman to adopt an Ordinance amending Ordinance 2003-019 to have terms of the Historic Landmark Commission members, and alternates, to follow the same terms as the other boards and commissions. A vote was taken (5:0 all ayes) the motion carried by all present.**

- g. Discussion and appropriate action to prohibit a person from serving on more than one advisory board

Councilmember Lee felt there were more changes needing to be made to the membership for the Board and Commissions Policy. Mr. Lee said he felt board members should not serve if they did business with the City and with the change of limiting citizens on serving it could gut some of the boards. Mayor Pro Tem Martinez said this was not being discussed only the prohibiting of persons serving on more than one advisory board.

**A motion was made by King and duly seconded by Councilmember Marchman to prohibit a person from serving on the Planning and Zoning Commission and the Historic Landmark Commission at the same time. A vote was taken (5:0 ayes) the motion carried by all present.**

**\*This motion was for the two boards noted only, not all Boards and Commissions as presented.**

- h. Discussion and appropriate action on the purchase of a 2026 Tahoe with equipment for an amount not to exceed \$90,000

Police Chief Kohler briefed the City Council on his request for the purchase of a new vehicle. Chief Kohler said after receiving feedback from Councilmember Lee on possible issues with the Tahoes he had researched and found the Ford Explorers were more reliable. Chief Kohler said the Explorers were cheaper in price at \$80,000 fully loaded and the Buy Board did have a 2025 available.

Chief Kohler said the department would still be receiving a Tahoe through the Stonegarden Grant and unfortunately they could not change the make.

**A motion was made by Councilmember King and duly seconded by Councilmember Marchman to authorize the purchase of a police vehicle not to exceed \$80,000. A vote was taken (5:0 all ayes) the motion carried by all present.**

Councilmember Lee asked if the Unit(#309) shown could have the engine replaced to keep in the fleet. Chief Kohler said it was not a good option after speaking with others. Chief Kohler said the car had 63,000 miles but idle time was equal to 367,000 miles. Mr. Dixon told the City Council the purchase would be taken from General Fund Reserves.

i. Discussion and possible action on Parks & Recreation Master Plan Revisions

City Administrator briefed the City Council on the amendments to the Parks Master Plan to include the drainage property the City purchased at 134 Village Path. Mr. Dixon said he did not feel this parcel should be included and had been told by past legal counsel to not designate the drainage lot as a park. Jonah Chang, Parks and Recreation Director, briefed the City Council on Parks Board working on updates to the plan. Parks and Recreation Board Chairman Adriana Calk, was also in attendance. Mr. Chang said the masterplan was a guideline/road map for the future and included changes to Lions Park Complex. Councilmember King said the discussion was coming up and the City Council could look at get more information on the pocket park, if they could designate, and where funding would come from. Mr. Dixon said they could adopt the amendments and leave out 134 Village Path property. Councilmember Lee requested this be brought back and for an easier review provide a red-lined copy to see what the changes were.

**A motion was made by Councilmember King and duly seconded by Councilmember Marchman to approve amendments to the Parks Master Plan and updates to the Lions Sports Complex Master Plan.** The motion was withdrawn after further discussion.

**A motion was made by Councilmember Merz and duly seconded by Councilmember Marchman to adopt updates to the Parks Master Plan as presented and removing the 134 Village Path property.** Councilmember Marchman withdrew his second to the motion.

**The motion died from a lack of a second.** No further action was taken. The Parks Master Plan would be brought back at a future meeting.

j. Discussion and possible action on creating an Ordinance establishing the Capital Improvements Advisory Committee (CIAC) as required by Chapter 395 of the Texas Local Government Code, providing for membership, duties, and procedures

City Administrator Dixon said the City had originally had an Impact Fee Committee established, but the State had changed the criteria and the committee did not meet the requirements now. Mr. Dixon said this action would establish the committee, membership, duties and procedures as per Chapter 395. Mr. Dixon said the City Council would need to fill the positions at a future meeting.

**A motion was made by Councilmember King and duly seconded by Councilmember Marchman to create an Ordinance establishing the Capital Improvements Advisory Committee (CIAC) as**

**required by Chapter 395 of the Texas Local Government Code, providing for membership, duties, and procedures.**

It was determined there was a draft ordinance already created and included with the backup. The motion was withdrawn.

**A motion was made by Councilmember King and duly seconded by Councilmember Merz to adopt an Ordinance establishing the Capital Improvements Advisory Committee (CIAC) as required by Chapter 395 of the Texas Local Government Code, providing for membership, duties, and procedures. A vote was taken (5:0 all ayes) the motion carried by all present.**

Councilmember King requested staff define “developer” for the membership qualifications on the board. Mayor Pro Tem Martinez moved to the City Administrator Report.

### **XIII. CITY ADMINISTRATOR REPORT**

The following report topics may be discussed and acted upon:

- a. Drainage Projects
- b. Highway 90 TxDot Construction
- c. Streets, Maintenance and Paving Plan
- d. WWT Plant Ponds
- e. CPS Energy Dispute
- f. Community Center Construction
- g. Lions Park Splash Pad
- h. Nueces River Authority Desalination Project
- i. Council Workshop
- j. Water Rights Purchase / Drought
- j. Tourism & Economic Development
- j. CIP Planning
- h. Community Development
- j. Airport Operations
- k. Library
- l. Code Compliance
- m. Animal Control
- n. Police Department

City Administrator Dixon briefed the City Council on his report saying the Community Center was on hold due to the government shut down. Mr. Dixon said there were city funds available to use to restart but was unsure if the City would get paid back by the government if they did. Councilmember Lee said they had to complete the project and the City may not be reimbursed and the City had to make up the \$400,000 difference anyway. Councilmember Merz asked if there could be issues, if the contractor went on to another project due to the shut down. Mr. Dixon said that was a possibility but probably not an issue. Mr. Dixon said the purchase of water rights was moving forward and he was looking at bringing a recommendation to the City Council to require commercial businesses to bring water rights in the future. Mr. Dixon said for now he was working with the Chamber of Commerce and Arnie Dollase, CAEDC and others for upcoming tourism events and had asked Mayor Alexander to provide a facilitator to set up a facilitation meeting after the first of the year. Mr. Dixon gave Kudos to Stephen Ayars, Building Maintenance providing before and after photos of the second

floor cleaning and preparation for records management services. Mr. Dixon said he would be speaking on the drainage at Steinbach Haus at a future meeting.

**XII.     DISCUSSION ON FUTURE AGENDA ITEMS**

Mr. Dixon said there would be an executive session at next meeting for a Desalination presentation.

**XIV.    ADJORN**

Mayor Pro Tem Martinez adjourned the meeting at 8:52 p.m.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

MEDINA CENTRAL APPRAISAL DISTRICT  
1410 AVE K  
HONDO, TX 78861

OFFICIAL BALLOT

OCTOBER 22, 2025

ISSUED TO CITY OF CASTROVILLE

TO ELECT

BOARD OF DIRECTORS FOR MEDINA CENTRAL APPRAISAL DISTRICT 2026-2027

**DIRECTIONS:** PLEASE ENTER THE NUMBER OF VOTES CAST ON THE  
BLANK SPACE OPPOSITE THE NAME OF THE CANDIDATE.  
YOU MAY CAST ALL OF YOUR VOTES FOR ONE CANDIDATE  
OR YOU MAY DIVIDE YOUR VOTES AMONG ANY NUMBER  
OF THE CANDIDATES THAT YOU DESIRE. YOU HAVE  
104 TOTAL VOTES THAT YOU MAY CAST.

NAMES OF CANDIDATES:

- 1. GALM, HAROLD "BUTCH" \_\_\_\_\_
- 2. JACOBS, JODY \_\_\_\_\_
- 3. MACON, CHIP \_\_\_\_\_
- 4. MALONE, CYNTHIA \_\_\_\_\_
- 5. MARSH, STEWART \_\_\_\_\_
- 6. SEGOVIA, CINDY \_\_\_\_\_

Johnette Dixon, RTA, RPA, CTA, CCA  
Chief Appraiser  
Medina CAD

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RESOLUTION OF VOTES CAST TO ELECT DIRECTORS FOR THE MEDINA CENTRAL APPRAISAL  
DISTRICT FOR THE YEARS 2026-2027

Whereas, SB 469 Section 6.03 (g) requires that each taxing unit entitled to vote should cast their  
vote by resolution and submit to the Chief Appraiser by December 1, 2025.

Therefore, the \_\_\_\_\_ submits the  
(Taxing Unit)  
above Official Ballot, as issued by the Chief Appraiser, stating our vote for candidates  
for the election of the Board of Directors for the Medina Central Appraisal District.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<u>TAXING ENTITY</u>	<u>2024 TAX LEVY</u>	<u>PERCENT</u>	<u>VOTES</u>
1. MEDINA COUNTY	31,061,354.89	31.99	1600
2. CITY OF CASTROVILLE	2,032,400.74	2.09	104
3. CITY OF DEVINE	1,812,636.40	1.87	93
4. CITY OF HONDO	2,438,488.20	2.51	125
5. CITY OF LA COSTE	348,280.69	0.36	18
7. CITY OF LYTLE	239,905.47	0.25	12
6. CITY OF NATALIA	414,097.57	0.43	21
8. DEVINE ISD	6,121,898.87	6.30	315
9. D'HANIS ISD	2,549,475.80	2.63	132
10. HONDO ISD	10,281,772.92	10.59	530
11. LYTLE ISD	1,560,242.61	1.61	81
12. MEDINA VALLEY ISD	30,593,913.02	31.51	1575
13. NATALIA ISD	5,076,618.13	5.23	261
14. NORTHSIDE ISD	2,526,348.77	2.60	130
15. UTOPIA ISD	46,013.93	0.05	3
TOTAL LEVY	97,103,448.01	100.00	5000



# CITY COUNCIL AGENDA REPORT

**DATE: November 13, 2025**

**AGENDA OF:** November 19, 2025

**DEPARTMENT:** City Council

**SUBJECT:** Consent Agenda

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## **RECOMMENDED MOTION:**

Move to approve the consent agenda for November 19, 2025

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## **BACKGROUND:**

This consent agenda includes the minutes of two previous council meetings, support for individuals to serve on the Medina County Appraisal District Board and the Medina County 911 Board., and two ordinances that were prepared following city council action to approve the purpose of each ordinance.

The ordinance for the kiosk credit card fee is an amendment to the comprehensive fee scheduled approved by council.

The amendment to the Castroville Code of Ordinances for advisory boards addresses city council action to prohibit an individual from serving on both the Planning & Zoning Commission and the Historic Landmark Commission at the same time as a voting member of each commission appointed by city council.

The current HLC ordinance allows for a liaison of the P&Z to serve on the HLC as an ex officio non-voting member chosen by the P&Z. The ordinance also provides an opportunity, if desired, for council to appoint other ex officio members to HLC to assist with guidance and direction on HLC matters.

## **FISCAL IMPACT/SOURCE OF FUNDING:** None

☐ Budgeted ☐ Requires Budget Amendment

**ATTACHMENTS:** None

**Urgency (0-5 = Low Urgency to High Urgency):** \_\_

**Impact (0-5 = Low Impact to High Impact):** \_\_

Submitted by: Bruce Alexander

**MEDINA COUNTY**  
**911 EMERGENCY COMMUNICATIONS DISTRICT**

1613 Avenue K, Suite 101  
Hondo, Texas 78861



Tele: 830-741-8997  
Fax: 830-426-8988

October 29, 2025

Mayor Bruce Alexander  
1209 Fiorella  
Castroville, Texas 78009

RE: Renewal of Appointment to the Medina County 9-1-1 Emergency Communications District, Board of Managers

Dear Mayor Alexander:

I would appreciate your help by renewing the municipal appointment of Mrs. Polly Edlund to the Medina County 9-1-1 Emergency Communications District Board of Managers. Mrs. Edlund currently serves as a Municipal Appointee of the Medina County 911 Emergency Communications District.

This certainly is only a request as the city is free to appoint anyone they prefer so long as the other cities form a majority around that appointee.

Current legislation provides that cities must jointly appoint a member to the Board of Managers by a majority of the incorporated cities participating in the 911 District. The participating cities are Castroville, Devine, Hondo, La Coste, and Natalia. Therefore, I am requesting each Mayor and/or the City Councils of the participating cities to take up this matter and come to some consensus on an appointment to the Board of Managers of the Medina County 911 Emergency Communications District. This appointment, regardless of the city in which they reside, is a representative for all cities in the District. In the event your city acts on this issue you can let me know by email at [medco911@gmail.com](mailto:medco911@gmail.com).

The Current Board of Managers consists of the following Members.

- President: Polly Edlund, an administrator of Emergency Services District No. 1, Castroville, Texas – Municipal Appointee
- Secretary: Stacey Cross, Former Owner of Cross Connections, Hondo, Texas – Municipal Appointee
- Treasurer: Bobby Ibarra, Fire Chief, D'Hanis Volunteer Fire Department, D'Hanis, Texas – Fire Departments Appointee
- Member: Gilbert Rodriguez, Chief Deputy, Medina County Sheriff's Office, Devine, Texas – Medina County Appointee
- Member: Roland DeLeon D'Hanis Volunteer Fire Department, D'Hanis, Texas – Medina County Appointee

Yours truly,

Robert J. Rothe  
Executive Director  
Medina County 911 ECD





# CITY COUNCIL AGENDA REPORT

DATE: November 12, 2025

**AGENDA OF:** November 19, 2026

**DEPARTMENT:** Administration

**SUBJECT:** Consideration and possible action on an Ordinance amending the Comprehensive Fee Ordinance No. 2025-020 for the City of Castroville, Texas; more particularly the kiosk utility fees at the City of Castroville Public Library; providing for severability and codification; and establishing an effective date.

**RECOMMENDED MOTION:**

“ I move to approve an Ordinance amending the Comprehensive Fee Ordinance No. 2025-020 for the City of Castroville, Texas, to include a 3.5% convenience fee for all credit and debit card transactions at the Library kiosk, and establishing an effective date.”

**BACKGROUND:**

The City of Castroville currently provides a 24-hour utility payment kiosk located at the Castroville Public Library. Since implementation in FY 2022, the City has absorbed the full annual operating and service costs associated with the kiosk, including maintenance and transaction processing fees.

At the October 14, 2025 City Council Meeting, the City Council approved a 3.5% user fee for all credit and debit card transactions made at the kiosk. The intent of this action was to shift the transaction processing costs, previously paid by the City, directly to the end users who choose to utilize the kiosk.

The proposed ordinance adds a 3.5% convenience fee to all credit and debit card transactions processed through the kiosk. The ordinance formally amends the Comprehensive Fee Ordinance No. 2025-020 to include this charge.

**FISCAL IMPACT/SOURCE OF FUNDING:** There is no revenue impact to the City. The 3.5% convenience fee will be collected by the credit card merchant to cover transaction processing costs. The City will no longer absorb these expenses within the General Fund.

☐ Budgeted    ☐ Requires Budget Amendment

**ATTACHMENTS:** Updated Comprehensive Fee Schedule – Public Works Fees

**Urgency (0-5 = Low Urgency to High Urgency):**   3  

**Impact (0-5 = Low Impact to High Impact):**   3  

Submitted by:           Leroy Vidales

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE COMPREHENSIVE FEE ORDINANCE NO. 2025-020 FOR THE CITY OF CASTROVILLE, TEXAS; MORE PARTICULARLY THE KIOSK UTILITY FEES AT THE CITY OF CASTROVILLE PUBLIC LIBRARY; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Castroville, Texas finds that a 3.5 % convenience fee shall be assessed for a credit and debit card charge at the City of Castroville Public Library for all utility payments made at that kiosk location; and

**WHEREAS**, the City Council understands the cost of operating the kiosk each year; and

**WHEREAS**, said costs have been paid for by the City of Castroville in previous years; and

**WHEREAS**, the City Council wishes to pass those costs along to the consumer who chooses to use the kiosk and is therefore adding this convenience fee to pay for said costs associated with operating the utilities kiosk; and

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

**Section 1. Severability Clause.**

Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

**Section 2. Code of Ordinances.**

It is the intention of the City Council that this Ordinance shall become a part of the Code of Ordinances of the City upon adoption, and this Ordinance may be renumbered and codified accordingly.

Section 3. Effective Date.

This Ordinance shall take effect immediately from and after its passage as provided by law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF**

**CASTROVILLE, TEXAS, this 19<sup>th</sup> day of November, 2025.**

ATTEST:

\_\_\_\_\_  
Debra Howe, City Secretary

\_\_\_\_\_  
Bruce Alexander, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Daniel C. Jones, City Attorney

**COMPREHENSIVE FEE ORDINANCE No. 2025-020**

**Utility Fees**

**ADD:**

A 3.5% convenience fee for all credit and debit card usage for utility payments shall be added to the kiosk located at the City of Castroville Public Library.

CITY OF CASTROVILLE – COMPREHENSIVE FEE SCHEDULE

FY 2026 ADOPTED Annual Operating & Capital Budget

FEES – Public Works

---

Utility Fees

Deposit – Residential:

- |            |       |
|------------|-------|
| • Electric | \$200 |
| • Water    | \$200 |
| • Gas      | \$200 |

Deposit - Commercial	\$500
----------------------	-------

Utility Re-Connect Fee	\$100
------------------------	-------

Utility After Hours re-connection Fee <i>(requested by customer)</i>	\$50
--	------

Manual READ Fee (per occurrence)	\$50
----------------------------------	------

Meter ACCESS Fee	\$50
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Temporary Utility Service Connection Fee	\$100
--	-------

Meter <b>testing</b> <i>(requested by customer)</i>	\$100 per meter plus the actual cost of testing and postage if not found to be defective.
---	---

Meter Exchange Fee	\$175
--------------------	-------

Meter <b>tampering</b> fee & Theft of Service	Tampering Fee: \$500 Theft of Service: \$5,000
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For Monthly Utility Rates (Electric, Gas, Water, Sewer, see Adopted Ordinance 2024-003)

Edwards Aquifer Authority (EAA)	\$0.50 per 1,000 gallons
---------------------------------	--------------------------

	Pass thru (As set by EAA)
--	---------------------------

Inspection Fee	\$100/hr.
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Kiosk Fees (located at the Castroville Public Library)	3.5% Convenience Fee (Credit Cards / Debit Cards)
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# Agenda Report

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**Agenda of:** October 28, 2025

**Department:** Mayor

**Subject:** Item XI g. Prohibit a Person from Serving on more than one Advisory Board of Commission at the same time

## Recommended Motion:

**Motion to adopt a City Council resolution that limits the number of city council advisory boards and commissions an individual can serve on at the same time to become effective upon adoption.**

*Nothing in this proposed resolution would inhibit a citizen's ability to advise the City Council or an advisory board of commission on anything that comes before an advisory board, commission or city council.*

Individuals on multiple boards and commissions should be asked to choose their preferred advisory board or commission upon adoption of this proposed resolution and be replaced on other advisory boards and commissions by other volunteer citizens approved by City Council.

## Background:

The city, to my knowledge, does not currently have a policy statement that limits the number of city council advisory boards and commissions an individual can service on at the same time.

While it important to take advantage of several individuals knowledge, experiences, availability and desire to volunteer as a member of a city council advisory board or commission, long time service members on multiple boards and commissions have, in certain cases, prevented other qualified individuals from serving and caused the appearance of conflicts of interest.

Conflicts of interest are sometimes created, real or perceived, by the same individuals serving on multiple boards. For example, the P&Z issues rulings on appeals to the decisions of the HLC and, I believe, the ordinance that created the HLC does not allow dual roles as voting members of each commission. The practice of serving on both the P&Z and HLC as a voting member, in my opinion needs to end immediately.

**Fiscal Impact:** None

**Submitted by:** Councilman Marchman  
Mayor Alexander

**AN ORDINANCE AMENDING ORDINANCE NO. 2009-009 TO ENCOURAGE MORE PUBLIC INVOLVEMENT IN THE BOARDS AND COMMISSIONS FOR THE CITY OF CASTROVILLE, TEXAS; LIMITING THE NUMBER OF BOARDS AND COMMISSIONS AN INDIVIDUAL MAY SERVE ON FOR THE CITY OF CASTROVILLE, TEXAS**

**WHEREAS**, the City Council for the City of Castroville wishes to amend Ordinance No. 2009-009 to keep an individual from serving on more than one appointed boards and commissions of the City of Castroville; and

**WHEREAS**, it is the City Council's desire to have more public involvement with the boards and commissions for the City of Castroville; and

**WHEREAS**, the boards and commissions for the City of Castroville are very important to the citizens for the City of Castroville; and

**WHEREAS**, the various boards and commissions are appointed by City Council to advise and oversee important matters for the City of Castroville; and

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

**Section 1.** The following sentence in Ordinance No. 2009-009 is added to state the following:

No person shall serve on the Planning and Zoning Commission and the Historic Landmark Commission at the same time.

**Section 2.** It is the intent of the City Council that this statement will govern all boards and commission regarding the City of Castroville, Texas.

**Section 3.** The City Council hereby approves said changes to include the statement in Section 1., and was passed and approved by the City Council to the date of the enactment of this ordinance.

**PASSED AND APPROVED** this 19<sup>th</sup> day of November 2025.

ATTEST:

\_\_\_\_\_  
Debra Howe, City Secretary

\_\_\_\_\_  
Bruce Alexander, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Daniel C. Jones, City Attorney



# CITY COUNCIL AGENDA REPORT

**DATE:** October 09, 2025

**AGENDA OF:** October 14, 2025

**DEPARTMENT:** City Secretary

**SUBJECT:** Application submitted for open position on City Boards and Commissions

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**RECOMMENDATION:** Consider and take appropriate action on accepting board resignation(s) and applications submitted for an open position on the Historic Landmark Commission and the Planning and Zoning Commission.

---

## **BACKGROUND:**

The City Boards and Commissions and now including the Historic Landmark Commission have terms ending June 30<sup>th</sup> of each year. The city has received a request for the following:

### **Resignation(s)**

Priscilla Garrett – Planning and Zoning Commission

Melanie Knous - Planning and Zoning Commission has indicated to me via email she will be resigning but I have not received the official letter of resignation.

### **Historic Landmark Commission**

Jenny Andermatt for appointment

Priscilla Garrett for re-appointment

### **Planning and Zoning Commission**

Troy Griggs

## **FISCAL IMPACT/SOURCE OF FUNDING:**

None.

Submitted by:

## **ATTACHMENTS/ADDITIONAL INFORMATION:**

Boards and Commission Roster

Applications and Resignation Letter



## PUBLIC SERVICE APPLICATION FORM

City government depends on residents who volunteer their time and expertise to participate as members of boards, commissions and committees. The citizen involvement is important in setting the direction for Castroville's future.

In compliance with the Open Records Act information provided on this form may be available to the public. Public Service opportunities are offered by the City of Castroville without regard to race, color, national origin, religion, sex, or disability.

Name: Andermatt, Jenny Email: jlkandermatt@sbcglobal.net  
Home Address: 1201 Alamo St Mailing Address: 1201 Alamo St  
City: Castroville Zip: TX City: Castroville Zip: 78009  
Home Telephone: no landline Cell/Business Telephone: 210 422 6331  
Resident of Castroville for 30 years Voter District: CCS3 Resident of Texas for 69 years  
Reside within the city limits of City of Castroville: Yes ☒ No ☐  
Reside in Medina County: Yes ☒ No ☐ Other: \_\_\_\_\_

**\*Please note some boards and commissions require the members to reside in the corporate city limits.**

Please indicate Board, Commission or Committee preference:

1<sup>st</sup> Choice: Historic Landmark Comm 2<sup>nd</sup> Choice: \_\_\_\_\_

If you have prior service on a board, please provide the name of the board and the date of service.

Historic Review Board w/ Carole Romano as chairperson

Are you currently holding any public office or board appointment? No If so, what? \_\_\_\_\_

Please list any special knowledge, education or experience that you feel qualifies you to serve in the areas you have indicated as a preference. Also, list any business or personal relationship with the City of Castroville that might create a conflict of interest or that would affect your ability to serve.

My experience on the Historic Review Board is a plus. I also am a charter member of the Castroville Conservation Society, one of Carole + Louis Romano's initiatives. My home was on the first Christmas Candlelight Tour in 2000.

Members of each board will be appointed on an equitable basis so as to represent all segments and geographical areas of the city. All applicants will be notified of appointments by phone, mail or email. Applicants not appointed will be reconsidered as vacancies occur. Applications will be maintained on file for one year.

A brief resume and letters of recommendations are welcomed when submitting an application. Please submit this form to the City Secretary's Office, 1209 Fiorella, Castroville, Texas 78009. Or Email to [debra.howe@castrovilletx.gov](mailto:debra.howe@castrovilletx.gov) or by fax to 830-931-6373.

### Qualifications for city boards, commissions and committees

- A resident of Castroville for six months
- A qualified Castroville voter at the time of appointment
- Shall not have been convicted of a crime of moral turpitude





## PUBLIC SERVICE APPLICATION FORM

City government depends on residents who volunteer their time and expertise to participate as members of boards, commissions and committees. The citizen involvement is important in setting the direction for Castroville's future.

In compliance with the Open Records Act information provided on this form may be available to the public. Public Service opportunities are offered by the City of Castroville without regard to race, color, national origin, religion, sex, or disability.

Name: Priscilla Garrett Email: prismen@aol.com

Home Address: 702 Florence Mailing Address: \_\_\_\_\_

City: Castroville Zip: 78009 City: ~~210 912 0449~~ Zip: \_\_\_\_\_

Home Telephone: 830 931 2262 Cell/Business Telephone: 210 912 0449

Resident of Castroville for 30 years Voter District: \_\_\_\_\_ Resident of Texas for 80 years

Reside within the city limits of City of Castroville: Yes ☒ No \_\_\_\_\_

Reside in Medina County: Yes ☒ No \_\_\_\_\_ Other: \_\_\_\_\_

**\*Please note some boards and commissions require the members to reside within the corporate city limits.**

Please indicate Board, Commission or Committee preference:

1<sup>st</sup> Choice: HLC 2<sup>nd</sup> Choice: \_\_\_\_\_

If you have prior service on a board, please provide the name of the board and the date of service.

HLC P&Z

Are you currently holding any public office or board appointment? yes If so, what? \_\_\_\_\_

Chair HLC P&Z Secretary

Please list any special knowledge, education or experience that you feel qualifies you to serve in the areas you have indicated as a preference. Also, list any business or personal relationship with the City of Castroville that might create a conflict of interest or that would affect your ability to serve.



## PUBLIC SERVICE APPLICATION FORM

*City government depends on residents who volunteer their time and expertise to participate as members of boards, commissions and committees. The citizen involvement is important in setting the direction for Castroville's future.*

In compliance with the Open Records Act information provided on this form may be available to the public. Public Service opportunities are offered by the City of Castroville without regard to race, color, national origin, religion, sex, or disability.

Name: Troy Griggs Email: tgriggs@wrgriggs.com

Home Address: 1106 Alamo Street Mailing Address: 1106 Alamo Street

City: Castroville Zip: 78009 City: Castroville Zip: 78009

Home Telephone: 830.931.4485 Cell/Business Telephone: 830.931.4485

Resident of Castroville for 59 years Voter District: 3 Resident of Texas for 59 years

Reside within the city limits of City of Castroville: Yes ☒ No ☐

Reside in Medina County: Yes ☒ No ☐ Other:                     

**\*Please note some boards and commissions require the members to reside in the corporate city limits.**

Please indicate Board, Commission or Committee preference:

1<sup>st</sup> Choice: Planning and Zoning 2<sup>nd</sup> Choice: Design Review Board

If you have prior service on a board, please provide the name of the board and the date of service.

Served prior on the Planning and Zoning

Are you currently holding any public office or board appointment? No If so, what?                     

Please list any special knowledge, education or experience that you feel qualifies you to serve in the areas you have indicated as a preference. Also, list any business or personal relationship with the City of Castroville that might create a conflict of interest or that would affect your ability to serve.

Bachelor of Business Administration with a Concentration in Building Development, UTSA

I have also run a construction business in Castroville for numerous years.

## HISTORIC LANDMARK COMMISSION

Section XIII, Item b.

### October 2024-2026

	Member/Address	Appointed	Phone #	Email Address	Term Expiration
1.	Lori Marchman 1616 San Jacinto Castroville, Texas 78009	Sept. 2024	(817) 247-5504	<a href="mailto:lgouge49@gmail.com">lgouge49@gmail.com</a>	2026
2.	Doug DeMino 1716 Naples St. Castroville, Texas 78009	Sept. 2024	(c) 210-218-2549	<a href="mailto:dougdemino@gmail.com">dougdemino@gmail.com</a>	2026
3.	Kyle McVay 307 Madrid Castroville, Texas 78009	Sept. 2024	(h) 830-538-2630 (c) 830-931-2525	<a href="mailto:klmcvay@hotmail.com">klmcvay@hotmail.com</a>	2026
4.	Jeff Gardner 802 Gentilz Street Castroville, Texas 78009	Sept. 2024	(h) 210-557-6169	<a href="mailto:mountainaxe25@gmail.com">mountainaxe25@gmail.com</a>	2026
5.	Mary King 502 Florence St. Castroville, Texas 78009	April 2025	(c) 210-854-9794	<a href="mailto:mek1919@gmail.com">mek1919@gmail.com</a>	2027
6.	OPEN				2025 (2027)
7.	OPEN				2025(2027)

Alternates:

1. OPEN 2025(2027)
2. OPEN 2026

Historic Preservation Officer: Selina Angel

Council Liaison: Councilmember Phil King

P & Z Liaison:

**\*The board terms do not expire until October**

Updated 10-28-2025

## PLANNING AND ZONING COMMISSION

Section XIII, Item b.

### July 2026 - 2027

Position #	Member/Address	Appointed	Phone #	Email Address	Term Expiration
1.	Priscilla Garrett 702 Florence Castroville, Texas 78009	July 2022	(h) 830-931-2262	<a href="mailto:prismon@aol.com">prismon@aol.com</a>	2026
2.	Melanie Knous 2202 Geneva Street Castroville, Texas 78009	March 2025	(c) 541-207-6077	<a href="mailto:melknous@gmail.com">melknous@gmail.com</a>	2026
3.	Jim Welch 704 Lisbon Street Castroville, Texas 78009	June 2023	(c) 210-260-2844	<a href="mailto:jimcodywelch@gmail.com">jimcodywelch@gmail.com</a>	2027
4.	Valarie Solis 1216 Constantinople St. Castroville, Texas 78009	June 2025	(c) 910-644-2555	<a href="mailto:soulval2019@gmail.com">soulval2019@gmail.com</a>	2027
5.	Marques Fuentes 1311 Houston Street Castroville, Texas 78009	May 2025	(H) 830-931-1369	<a href="mailto:778stretch@sbcglobal.net">778stretch@sbcglobal.net</a>	2026

#### Alternates:

1.	Brian Griffin 716 Lafayette Castroville, Texas 78009	April 2025	(c) 210-422-1452	<a href="mailto:pd185@sbcglobal.net">pd185@sbcglobal.net</a>	2027
2.	Eduardo Esquivel Jr. 201 Paris Castroville, Texas 78009	April 2024	(c) 210-983-3885	<a href="mailto:sector40@protonmail.com">sector40@protonmail.com</a>	2026

Council Liaison: Councilmember Marchman

Updated 06-27-2025



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## Resignation - Planning & Zoning Commission (P&Z)

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**From** Priscilla Garrett <prismon@aol.com>

**Date** Thu 11/13/2025 4:20 PM

**To** Debra Howe <debra.howe@castrovilletx.gov>

**Cc** Breana Soto <breana.soto@castrovilletx.gov>; Jim Welch <jimcodywelch@gmail.com>

**Caution:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Effective today, November 13, 2025, I am resigning from P&Z as a commission member. My time serving has given me an understanding of how city government works and the opportunity to interact with citizens giving their time to the betterment of our community.

I will continue to serve in other any other way I can to help keep Castroville moving in the right direction.

Sincerely,

Priscilla Garrett



## CITY COUNCIL AGENDA REPORT

**DATE:** November 14, 2025

**AGENDA OF:** November 19, 2025

**DEPARTMENT:** Administration

**SUBJECT:** Appoint a member of the Historic Landmark Committee to serve as Chairman

---

**RECOMMENDATION:** Consider and take appropriate action on appointing a Chairman to the Historic Landmark Commission.

---

### **BACKGROUND:**

The 2003-019 Ordinance establishing the Historic Landmark Commission provides that the City Council will appoint the Chairman for the Commission with the Vice-Chair elected by the members of the commission.

### **FISCAL IMPACT/SOURCE OF FUNDING:**

None.

Submitted by:

*Dessa Howe*

### **ATTACHMENTS/ADDITIONAL INFORMATION:**

Excerpt from the 2005-019 Ordinance



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**Re: HLC Chairman position**

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**From** Becki & Jeff Gardner <mountainaxe25@gmail.com>

**Date** Thu 11/13/2025 4:36 PM

**To** Debra Howe <debra.howe@castrovilletx.gov>

**Cc** Kyle McVay <klmcvay@hotmail.com>

**Caution:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

What's about Priscilla G? Is she no longer on HLC? I'd prefer that Kyle take the Chairman role; however, if she is unable, I'll step up. Jeff

On Thu, Nov 13, 2025 at 15:12 Debra Howe <[debra.howe@castrovilletx.gov](mailto:debra.howe@castrovilletx.gov)> wrote:

Good afternoon, I was asked to see if one of you would be willing to be the chairman for the HLC. The City Council will be appointing the chair as per the ordinance this next meeting.





---

**Re: HLC Chairman position**

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**From** kyle mcvay <klmcvay@hotmail.com>  
**Date** Thu 11/13/2025 3:15 PM  
**To** Debra Howe <debra.howe@castrovilletx.gov>

**Caution:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Yes, if Mr. Gardner declines.  
Kyle McVay  
Sent from my iPad

On Nov 13, 2025, at 3:12 PM, Debra Howe <debra.howe@castrovilletx.gov> wrote:

Good afternoon, I was asked to see if one of you would be willing to be the chairman for the HLC.  
The City Council will be appointing the chair as per the ordinance this next meeting.

- b. Membership Credentials. All Commission members shall have a known and demonstrated interest, competence, or knowledge in historic preservation within the City of Castroville.
- c. Terms. Commission members shall serve for staggered terms of two (2) years ending on October 31. The City Council shall appoint the chairperson of the Commission. The vice-chairperson shall be elected annually by the Commission members.
- d. Ex Officio Members – In addition to seven (7) members appointed by the City Council, the Historic Preservation Officer, a liaison from the Planning and Zoning Commission, and a representative from the Building Inspection Department shall sit on the Commission as ex officio members. Liaisons from different segments of the community may also be appointed by the City Council to assist the Commission in its official duties. None of the ex officio members shall have voting power but shall assist the Commission in its various function.
- e. Powers and duties. The powers of the Commission shall include:
  1. Landmark Eligibility. To thoroughly familiarize itself with the structures, land, areas, and districts within the city that may be eligible for designation as historic landmarks.
  2. Survey and Inventory. Conduct surveys and maintain an inventory of significant historic, architectural, and cultural landmarks and all properties located in historic districts within the city.
  3. Preservation Plan. To create, examine and update the historic preservation plan and present any modifications to Planning and Zoning Commission for inclusion in the comprehensive plan of the city.
  4. Recommend Designations. Recommend the designation of resources as landmarks and historic districts.
  5. Certificates of Appropriateness. Approval or disapproval of applications for certificates of appropriateness and certificates of demolition pursuant to this act.
  6. Demolition by Neglect. To identify cases of demolition by neglect and initiate remedial actions.
  7. Maintain Minutes. Maintain written minutes that record all actions taken by the Committee and the reasons for taking such actions. These minutes shall be forwarded to the CLG Director each month at the Texas Historical Commission.
  8. Design Guidelines. Prepare specific design guidelines for the review of landmarks and districts.
  9. Incentive Programs. Propose preservation incentive program(s) for landmarks or districts.
  10. Recognize Contributions to Preservation. Confer recognition upon the owners of landmarks or within districts by means of certificates, plaques, or markers.
  11. Increase Public Awareness. Increase public awareness of the value of historic, cultural, and architectural preservation by developing and participating in public education and training programs.
  12. Recommendations for Use of Funds. Make recommendations to the city government concerning the utilization of state, federal, or private funds to promote the preservation of landmarks and historic districts within the city.



# Agenda Report

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**Agenda of:** November 19<sup>th</sup>, 2025

**Department:** Airport

**Subject:** Airport Agricultural Lease Renewal

**Recommended Motion:** To approve the Farmland Lease for an additional five years with Mark Lamon Farms, LLC.

**Background:** The lease was presented to the Airport Advisory Board at the November 4<sup>th</sup> Airport Meeting. CAAB recommendation is to approve the renewal of the farmland lease. The lease renewal date is December 12<sup>th</sup>, 2025.

**Fiscal Impact:**

☒ Budgeted   ☐ Requires Budget Amendment

**Source of Funding:** Account Code: N/A

**Attachments:** Lamon Lease

**Letter of Intent to renew**

**Urgency (0-5 = Low Urgency to High Urgency): 5**

**Impact (0-5 = Low Impact to High Impact): 5**

**Submitted by:** Mike Haley, Airport Manager

**Mark J. Lamon Farms, LLC**  
P.O. Box 1705  
Castroville, TX 78009

**Date:** 09/29/2025

**To:** R. Scott Dixon City Administrator  
City of Castroville  
1209 Fiorella Street  
Castroville, TX 78009

**Subject:** Request for Renewal of Farmland Lease Agreement

Dear R. Scott Dixon,

I am writing on behalf of **Mark J. Lamon Farms, LLC** to formally request the renewal of the **Farmland Lease Agreement** dated **March 10, 2022**, between the **City of Castroville** and **Mark J. Lamon Farms, LLC**, for the use of irrigated and dry land located at the **Castroville Municipal Airport**.

As outlined in **Section II** of the Lease, we wish to exercise the option to renew the Lease for an additional **five (5) year term** under the same terms and conditions. We have complied with all obligations under the current Lease and look forward to continuing our farming operations in partnership with the City.

Please confirm receipt of this renewal request and advise on any further steps or documentation required to finalize the renewal.

Thank you for your continued support and cooperation.

Sincerely,



**Mark J. Lamon**  
Mark J. Lamon Farms, LLC  
830-931-4303  
marklamon78@Yahoo.com



OFFICIAL  
COPY**FARMLAND LEASE**

STATE OF TEXAS           §

§

**KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF MEDINA   §

§

This Farmland Lease ("Lease"), made this 10th day of March, 2022 by and between the CITY OF CASTROVILLE, TEXAS, a municipal corporation, 1209 Fiorella Street, Castroville, Medina County, TX 78009 ("Lessor") and Mark J Lamon Farms, LLC, address: P.O. Box 1705, 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 96+/- 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 air 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. Driving across airport runways constitutes interference with Airport activities and is prohibited.

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 forty-five (45) months, beginning 10 March, 2022 and ending on 12 December 2025. The Lease may be renewed under the same terms and conditions for one (1) additional five (5) year term.

## III. Rent

The consideration for this Lease is the payment by Lessee of the following:

1. One hundred forty-one dollars(\$141.00) per irrigated acre payable as follows:

\$16,638 (50%) immediately upon execution of this Lease by Lessee;

\$16,638 (50%) on October 27, 2022.

\$16,638 (50%) on February 27, 2023.

\$16,638 (50%) on October 27, 2023.

\$16,638 (50%) on February 27, 2024.

\$16,638 (50%) on October 27, 2024.

\$16,638 (50%) on February 27, 2025.

\$16,638 (50%) on October 27, 2025.

2. Forty Dollars (\$40.00) per acre for the dry land payable as follows:

\$1920 (50%) immediately upon execution of this Lease by Lessee;

\$1920 (50%) on October 27, 2022.

\$1920 (50%) on February 27, 2023.

\$1920 (50%) on October 27, 2023.

\$1920 (50%) on February 27, 2024.

\$1920 (50%) on October 27, 2024.

\$1920 (50%) on February 27, 2025.

\$1920 (50%) on October 27, 2025.

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 forty dollars(\$40.00) per acre (Dry Land amount). If the water is reduced or the pumping of water prohibited after the initial payment, the subsequent amount due will be reduced accordingly.

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. Install 1.68 miles of fence along the west, south and east sides of the Airport Property. The fence must be installed by June 30, 2022.
3. Meet with the Airport Manager once a year at a mutually agreed upon date to review airfield operations.
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 (disced) 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.
22. Repair and maintain the fence referenced in #2 above in a timely manner. Costs for repairs and maintenance shall be credited on the subsequent bill at a rate of 50% provided proof of such costs have been received and verified 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 Lessee 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.
11. Interfere with Airport operations, including driving any vehicle or farm equipment or implement across runways.

**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.

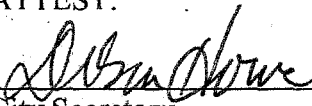
21. *Amendment of Lease.* This Lease may be amended only by an instrument in writing signed by Lessor and Lessee.

LESSOR:

CITY OF CASTROVILLE, TEXAS

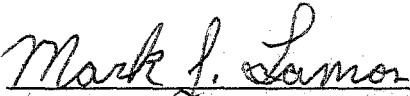
By:   
~~Interim~~ City Administrator

ATTEST:

  
City Secretary

LESSEE:

Mark J. Lamon Farms, LLC  
P.O. Box 1705  
Castroville, TX 78009

By:   
Mark J. Lamon

- 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**

2011-12-14 10:10:10  
2011-12-14 10:10:10  
2011-12-14 10:10:10

**EXHIBIT "C"**

**Insurance Addendum to Lease**

**Lease**  
**Lease**

Date:

Lessor: City of Castroville, Medina County, Texas, a municipal corporation

Lessee: Mark J Lamon 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
Or	
<input type="checkbox"/> Farm owner's on a renter's form such as AAIS Form No. FO-4	
Or	
<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.



## Agenda Report



**Agenda of:** November 19<sup>th</sup>, 2025  
**Department:** Airport  
**Subject:** Brask T-4 Ranch LLC Executive Hangar Ground L

**Recommended Motion:** To approve a ground lease to Brask T-4 Ranch LLC for construction of a new hangar on the vacant parcel to the south of their current hangar.

**Background:** The lease was presented to the Airport Advisory Board at the November 4<sup>th</sup> Airport Meeting. CAAB recommendation is to approve the ground lease.

**Fiscal Impact:** Increased airport revenue

☐ Budgeted ☐ Requires Budget Amendment

**Source of Funding:** Account Code: *N/A*

**Attachments:** 2012 KCVB ground lease; KCVB 2 Letter; KCVB Brask Ground lease 2; Screenshot of proposed hangar footprint

**Urgency (0-5 = Low Urgency to High Urgency):** 5  
**Impact (0-5 = Low Impact to High Impact):** 5  
**Submitted by:** Mike Haley, Airport Manager

**GROUND LEASE AGREEMENT****STATE OF TEXAS    §§****KNOW ALL PERSONS BY THESE PRESENTS:****CITY OF CASTROVILLE    §§**

THIS GROUND LEASE AGREEMENT (“this Lease”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (“Effective Date”), by and between the CITY OF CASTROVILLE, a Texas Municipal Corporation (“Lessor” or “the City”), as the owner of the Castroville Municipal Airport (“the Airport”), acting by and through its CITY ADMINISTRATOR, and Brask T-4 Ranch, LLC (“Lessee”), WITNESSETH :

**WHEREAS**, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Airport; and

**WHEREAS**, Lessor and Lessee deem it advantageous to themselves and to the operation of the Airport for Lessor to lease to Lessee certain real property at the Airport under the terms and conditions stated herein;

**NOW THEREFORE**, for and in consideration of the terms, considerations, and privileges promised herein, Lessor and Lessee covenant and agree as follows:

**SECTION 1. – GROUND LEASED PREMISES**

- A. Lessor, for and in consideration of the rents, covenants and promises herein contained to be kept, performed and observed by Lessee, and subject to the terms, conditions and considerations stated herein, does hereby lease to Lessee and Lessee does hereby accept from Lessor the following property, located at the Airport, in Medina County, Texas:

1. That certain portion of the airport known as \_\_\_\_\_, containing approximately \_\_\_\_\_ square feet of ground space, at the Castroville Municipal Airport, Castroville, Texas, as shown on the plat and diagram (“the Plat”) attached hereto as Attachment A and incorporated herein (the “Premises”, which, unless indicated otherwise in this Lease, shall include all Improvements (hereinafter defined) constructed thereon now or in the future, which designation shall in no way imply that the Improvements are leased by Lessor or owned by Lessor during the term of this Lease);

2. The ramp and tie-downs located directly in front on the Property, if any, located directly in front of the Hangar, leased to Lessee on an exclusive basis, solely for the purpose of aircraft ingress, egress and parking. The ramps and tied-downs are leased to Lessee in an “as is – where is” condition.

3. Subject to permitting, inspection, and approval by Medina County, Lessee shall be allowed to install a septic system to service the improvements to be built by the Lessee.

- B. As an appurtenance to the Premises, Lessor grants to Lessee a non-exclusive license to use the common areas of the Airport, as designed from time to time by Lessor, and subject to all matters contained herein and all applicable rules and regulations of the Airport or as promulgated by the Texas Department of Transportation and/or the Federal Aviation Administration.

SECTION 2. – TERM:

This Lease shall be for the term of thirty (30) years commencing on the \_\_\_\_ day of \_\_\_\_\_(the “Commencement Date”), and ending on the \_\_\_\_ day of \_\_\_\_\_ (“the Term”), except where otherwise extended or terminated pursuant to the terms of this Lease. Lessee hereby waives any notice of termination of this Lease upon the expiration of the Term. The Lease may be extended for an additional ten (10) year period and upon similar terms with the consent of Lessee and the approval of the Castroville City Council.

SECTION 3. – CONSIDERATION

- A. In consideration for the lease of the Premises, Lessee hereby agrees to pay annually in advance (without notice or demand, both of which are hereby expressly waived), annual rent to be calculated as follows: \_\_\_\_\_ cents (\$0.\_\_) per square foot per year for the 14,400 square feet located on the Property, and \_\_\_\_\_ cents (\$0.\_\_) per square foot per year for the 14,500 square feet located on the ramps, parking and tie-downs subject to this Lease. The first year’s rent – in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) shall be paid in advance. Thereafter, all future payments shall be made on or before the first day of the month due from the term of this Lease plus any extensions thereto.

**Adjustments to Rent.** Every fifth year of this Lease, the rent to be paid by Lessee shall be adjusted based on changes to the Consumer Price Index. At the beginning of each succeeding five-year period in the initial or renewal term shall be determined by multiplying the Rent paid during the first year of the initial term by a Factor determined as follows:

*“Factor” shall be determined by dividing the Current CPI-U (the CPI-U last officially published prior to the last day of the current year of the lease term) by the Base CPI-U (the CPI-U last officially published prior to the date of the commencement of the initial term of the lease), provided that Factor shall not be less than one (1).*

As used herein, “CPI-U” shall mean Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics, United States Department of Labor. The CPI-U used for rent adjustments shall be the CPI-U last officially published prior to the last day of each five-year period of the lease term (initial or renewed), as applicable, whether such CPI-U has been published on a quarterly, semi-annual, annual, monthly or other basis.

If the CPI-U is no longer officially published at the time of rental adjustments, such index will nevertheless be used for adjustment of Rent by the use of conversion tables supplied by the Bureau of Labor Statistics, U.S. Department of Labor.

If official publication of the CPI-U number that would otherwise be used pursuant to this Agreement has been delayed and not published as of the first day of the year for which the adjusted Rent is being determined, then, in the interim, until such CPI-U number is officially published, Lessee shall continue to pay the Rent as paid in the preceding year. When such CPI-U number is officially published, the determination shall be made as though such CPI-U had been officially published as of the first day of such year and the adjusted Rent so determined shall be applied retroactively and prospectively for the remainder of such year of the lease term.

If the applicable CPI-U is discontinued by the Bureau of Labor Statistics, or any successor thereto, and not replaced by any substantially similar Index which is convertible to the CPI-U through the use of conversion tables, then any increase in the Rent for a succeeding year of the

Lease term shall be renegotiated by the parties during the thirty (30) days immediately preceding expiration of such year.

- B. All rentals and other payments due from Lessee pursuant to this Lease shall be paid as the same become due, without demand, in lawful currency of the United States made payable to the Castroville Municipal Airport Fund, City of Castroville, \_\_\_\_\_, Castroville, Texas 78009.
- C. In the event Lessee fails to remit any rentals or other payments due when the same are due, and such payments remain unpaid for ten (10) days after the date due, interest at the rate of ten percent (10%) per annum shall be charged by Lessor beginning on the day after the date each such payment was due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor.
- D. Additional Fees and Charges – All rentals, fees and charges payable by Lessee to Lessor under the terms of this Lease, whether or not expressly denominated as rent, shall constitute rent for all purposes, including, but not limited to purposes of the Bankruptcy Code of the United States of America. Nothing contained herein shall be taken to relieve Lessee, its customers, or others from any field use charges or other charges at the Airport which may be levied generally by Lessor, either directly or indirectly.

#### SECTION 4.- TAXES, INSURANCE AND UTILITIES

##### A. Taxes.

1. Real Estate Taxes. Despite the duration of this Agreement, the Premises will remain exempt from real property taxes pursuant to Texas Tax Code 25.07(b)(3).
2. Personal Property Taxes. Lessee agrees to pay all taxes and all other charges and assessments levied against the Lessee's personal property located on the Premises as and when the same shall become due and payable, and before any delinquency, and upon payment to furnish the paid receipt therefor to Lessor. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee or resulting from this Lease or Lessee's occupancy of the Premises. Lessee further agrees to annually provide Lessor with a copy of the annual personal property inventory that Lessee provides to the Medina County Appraisal District.
3. Right to Contest Taxes. Lessee may attempt to have the assessed valuation of the Premises or Lessee's personal property thereon reduced or may initiate proceedings to contest the real and/or personal property taxes. However, Lessee shall pay all costs of the proceedings. Upon the final determination of any proceeding or contest, Lessee shall immediately pay the real and/or personal property taxes due, together with all costs, charges, interest and penalties incidental to the proceedings. If Lessee does not pay the real and/or personal property taxes when due and contests such taxes, Lessee shall not be in default under this Lease for nonpayment of such taxes if Lessee deposits funds with Lessor or opens an interest bearing account reasonably acceptable to Lessor in the joint names of Lessor and Lessee. The amount of such deposit shall be sufficient to pay the real and/or personal property taxes plus a reasonable estimate of the interest, costs, charges and penalties which may accrue if Lessee's action is unsuccessful, less any applicable tax impounds previously paid by Lessee to Lessor. The deposit shall be applied to the real and/or personal property taxes due, as determined at such proceedings. The real and/or personal property taxes shall be paid under protest

from such deposit if such payment under protest is necessary to prevent the Premises or Lessee's personal property from being sold under a "tax sale" or similar enforcement proceeding.

B. Insurance.

1. Lessee's financial integrity is of interest to Lessor. Therefore, Lessee shall obtain and maintain in full force and effect for the duration of this Lease and at Lessee's sole expense, insurance coverage written by companies authorized and admitted to do business in the State of Texas and otherwise acceptable to the City, which acceptance will not be unreasonably refused, in the following types and amounts, in the following types and amounts:
  - a. Commercial General Liability Aviation Policy. Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
2. Lessee agrees that with respect to the above-required insurance, all insurance contracts and Certificates of Insurance will name Lessor and its officers, employees, agents and elected representatives as additional insured's and provide for an endorsement that the "other insurance" clause shall not apply to the City where Lessor is an additional insured shown on the policy.
3. Deductibles on all insurance policies required under this Lease shall be paid by Lessee and shall be in such amounts as reasonably determined by Lessor.
4. Prior to occupancy of the Premises, Lessee shall furnish original completed Certificates of Insurance to Lessor signed by an agent authorized to bind the named underwriter and their company to the coverage, limits and termination provisions shown thereon as required herein to the Airport Manager. Lessor shall have no duty to perform under this Lease until such certificate shall have been delivered to the Lessor and no officer or employee shall have the authority to waive this requirement.
5. Lessee shall keep the insurance in full force and effect during the term of this Lease; shall notify Lessor at the office of the Airport Manager in the event of any notice of cancellation, non-renewal or material change in coverage not less than thirty (30) days prior to the effective date of change, provide a replacement Certificate in such case; and shall include a section on endorsement in the policy to the effect that such policy shall not be changed or cancelled without at least thirty (30) days prior written notice to Lessor.
6. Any personal property kept at the Premises by Lessee shall be at Lessee's sole risk and in no event shall Lessor be liable for any loss or damage to Lessee's personal property.
7. The procuring of insurance by Lessee shall not be construed to be a limitation upon Lessee's liability or as a full-performance on its part of the indemnification provisions of this Lease. Lessee's obligations are in addition to said policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities.

- E. Lessee shall be responsible for payment, directly to the appropriate supplier, of all utilities including water, electricity, gas, sewers, telephone and all other utilities used on the Premises throughout the Term, including any connection fees, impact fees and late charges. Lessee shall be responsible for procuring any utility connections required by Lessee.

## **SECTION 5. – IMPROVEMENTS**

- A. Lessee agrees not to make any improvements, additions or modifications (collectively, “Improvements”) to the Property without Lessor’s prior written consent which consent shall not be unreasonably withheld. Lessee agrees that Lessee shall build and maintain the ramps and tie down areas on the premises at Lessee’s sole expense and for Lessee’s exclusive use.
- B. Lessee agrees to commence construction of the improvements, which includes the buildings and the ramps, within one (1) year of the Commence Date of this Lease.
- C. Lessee agrees that he is solely responsible for the costs of all improvements contemplated or authorized by this Lease.
- D. Lessee agrees that all improvements will be made with the express approval of the City Administrator or his designee, and that all improvements will comply with applicable codes, ordinances and statutes.
- E. Lessee agrees that title to all improvements shall remain with Lessee until the Lease is terminated or expires, at which time title to all improvements shall pass to Lessor.

## **SECTION 6. – PERMITTED USE**

- A. Lessee agrees that the Property and Premises will be used in all manners that are lawful and consistent with the Airport operations. Lessee shall be allowed to build an office space inside the facility to be used by Lessee and persons associated with the management of Lessee’s business interests.
- B. Lessee may park his and/or his employees privately owned automobiles at the Property location.
- C. Lessee may store aviation/jet fuel/oil in approved containers for all oil, fuel, solvents and other petroleum products, inside or outside near the Premises for use in their operation. Lessee shall not sell aviation/jet fuel/oil without prior written permission of and proper permitting by Lessor. Any eventual sale of aviation/jet fuel/oil shall be subject to a fuel flowage fee.
- D. Lessee shall comply with all local, state, and federal laws, rules, regulations, and ordinances in connection with its operations and occupancy of the Premises.
- E. LESSEE HAS HAD FULL OPPORTUNITY TO EXAMINE THE PREMISES AND LESSEE’S TAKING POSSESSION OF THE PREMISES SHALL BE CONCLUSIVE EVIDENCE OF LESSEE’S ACCEPTANCE THEREOF IN AN “AS IS” CONDITION, AND LESSEE HEREBY ACCEPTS THE PREMISES IN ITS PRESENT CONDITION AS SUITABLE FOR THE PURPOSE FOR WHICH LEASED. LESSEE AGREES THAT NO REPRESENTATIONS



RESPECTING THE CONDITION OF THE PREMISES AND NO PROMISES TO IMPROVE THE PREMISES, EITHER BEFORE OR AFTER THE EXECUTION HEREOF, HAVE BEEN MADE BY LESSOR OR ITS AGENTS TO LESSEE UNLESS THE SAME ARE CONTAINED HEREIN OR MADE A PART HEREOF BY SPECIFIC REFERENCE HEREIN AND, LESSOR SHALL HAVE NO RESPONSIBILITY FOR THE MAINTENANCE OR REPAIR OF THE PREMISES OR ANY IMPROVEMENT THEREON.

- F. Lessee shall be allowed to erect a sign on the Property related to Lessee's use of the Property with written consent of the Airport Manager. Said consent will not be unreasonably withheld or delayed.
- G. Lessee agrees that Lessee will, at all times, keep the Premises, including the inside and the outside of any Improvements, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts.

## **SECTION 7. – RESTRICTED USE & MAINTENANCE**

- A. Lessee shall, throughout the term of this Lease and any extension thereof, assume the entire responsibility, cost and expense, for all repair and maintenance of the Property and all buildings and improvements thereon, whether such repair or maintenance be ordinary, extraordinary, structural or otherwise. Additionally, without limiting the foregoing, Lessee shall:
  - a. At all times maintain the buildings and improvements in a good state of repair and preservation, excepting ordinary wear and tear and obsolescence in spite of repair; and replace or substitute any fixtures and equipment which have become inadequate, obsolete, worn out, unsuitable or undesirable, with replacement or substitute fixtures and equipment, free of all liens and encumbrances, which shall automatically become a part of the buildings and improvements; and at all times to keep the Property, its buildings, improvements, fixtures, equipment and personal property, in a clean and orderly condition and appearance; and observe all insurance regulations and requirements concerning the use and condition of the Property, for the purpose of reducing fire hazards and insurance rates at the Airport; and
  - b. Repair any damage, caused by Lessee or his agents, to paving or other surfaces of the Property or the Airport, in connection with the scope of the Lease, caused by any oil, gasoline, grease, lubricants, flammable liquids and/or substances having a corrosive or detrimental effect thereon; and
  - c. Be responsible for the maintenance and repair of all utility service lines upon the Lease Premises, including but not limited to, water and gas lines, electric power and telephone conduits and lines, sanitary sewers and storm sewers; and
  - d. Keep and maintain all vehicles and equipment operated by lessee on the Airport in safe condition, good repair and insured, as required by this Lease; and
  - e. Replace broken or cracked plate glass and paint/repaint structures upon the Property as needed; and
  - f. Provide and use suitable receptacles for all garbage, trash, and other refuse; and
    - i. Supply a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal, state, federal, and local law, rule, regulation, or ordinance inside the Improvements. Such fire extinguisher(s)

shall be readily accessible in the event of a fire. Lessee is responsible for yearly certification of fire extinguishers.

The adequacy of the performance of the foregoing maintenance and repair by Lessee shall be determined by the Airport Manager, whose reasonable judgment shall be conclusive. Should Lessee refuse or neglect to undertake any such maintenance or repair, or if Lessor is required to perform any maintenance or repair necessitated by the negligent acts or omissions of Lessee, its employees, agents, assignees, subtenants, or licensees, then Lessor shall have the right, but not the obligation, to perform such maintenance or repair on behalf of and for Lessee. The costs of such maintenance or repair, plus any associated overhead reasonably determined by Lessor, shall be reimbursed by Lessee to Lessor no later than ten (10) days following receipt by Lessee of written demand from Lessor for same. In cases not involving maintenance or repair requiring exigent action, Lessor shall provide Lessee a written request that Lessee perform such maintenance or repair, at least thirty (30) days before Lessor effects such maintenance or repair on behalf of Lessee.

- B. Lessee shall not use the Premises for any unlawful purpose or cause, permit, suffer, or create any waste, damages, injury, nuisance, easement upon any portion of the Premises.
- C. Liens Prohibited – Lessee shall not suffer or permit any tax, judgment, mechanics or materialmen’s lien or other liens to be filed against the fee of the Premises nor against Lessee’s leasehold interest in the land nor any Improvements by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee or to anyone holding the Premises or any part thereof through or under Lessee. If any such liens shall be recorded against the Premises or any Improvements thereof, Lessee shall cause the same to be immediately removed or, in the alternative, if Lessee, in good faith desires to contest same, Lessee shall be privileged to do so, but in such case Lessee hereby agrees to INDEMNIFY AND SAVE LESSOR HARMLESS from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said mechanics’ lien, cause the same to be discharged and removed prior to the execution of such judgment.

**SECTION 8. – CONDITIONS OF DEFAULT AND REMEDIES**

- A. Each of the following shall constitute an event of default by Lessee:
  - 1. Lessee shall fail to pay any rent (monthly rent or additional rent) or any other charges as provided for in this Lease and such failure shall continue for a period of ten (10) days after the date written notice is received by Lessee that said payment is past due.
  - 2. Lessee shall neglect or fail to perform or observe any of the terms, provisions, conditions or covenants herein contained and on Lessee's part to be performed or any way observed, other than non-payment of rent and other charges, and if such neglect or failure should continue for a period of thirty (30) days after delivery to Lessee of written notice of such neglect or failure.
  - 3. Lessee shall voluntarily discontinue its operations at the Airport for a period of ninety (90) consecutive days.
  - 4. An Order of Relief shall be entered, at the request of Lessee or any of its creditors, under federal bankruptcy, reorganization laws or any law or statute of the United States or any state thereof.

5. Lessee shall become insolvent, take the benefit of any present or future insolvency statute, make a general assignment for the benefit of creditors; file a voluntary petition in bankruptcy or a petition or answer seeking a reorganization or the readjustment of its indebtedness, under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof; or consent to the appointment of a receiver, trustee or liquidator or all of substantially all of its property.
  6. Lessee shall become a corporation in dissolution or voluntarily or involuntarily forfeit its corporate charter.
  7. Lessee shall have been found to have violated any applicable federal, state, or local rules or regulations concerning fuel storage facilities, including by not limited to the Environmental Protection Agency, the Texas Commission on Environmental Quality, or the City of Castroville.
  8. Lessee shall assign this Lease without the prior consent of Lessor.
  9. Lessee shall fail to provide or maintain insurance as provide for in this Lease and such failure shall continue for a period of five (5) days after receipt by Lessee of written notice hereof provided, however, that Lessee shall not be entitled to any notice from Lessor under this provision when failure to maintain insurance is due to a cancellation of expiration of policy or coverage.
- B. Lessor's Election to Terminate Lease or to Repossess and Continue to Collect Rent - In the event any condition of default itemized in Section 8A(1) through (9) above occurs, Lessor, then, or at any time thereafter, but prior to the removal of such condition of default shall have the right, at its election, either to terminate this Lease by giving at least thirty (30) days written notice to Lessee at which time Lessee will then quit and surrender the Premises to Lessor. Upon termination by default by Lessee, the maximum liability Lessee shall be responsible for will be the amount of the remaining rent due in the year in which the contract is terminated.
- C. Repossession not a Termination of Lease - Lessor's repossession of the Premises shall not be construed as an election to terminate this Lease nor shall it cause a forfeiture of rents or other charges remaining to be paid during the balance of the term hereof, unless a written notice of such intention be given to Lessee, or unless such termination is decreed by a court of competent jurisdiction.
- D. Election to Relet Premises Upon Repossession - Upon repossession, Lessor shall have the right (at its election and whether or not this Lease shall be terminated) to relet the Premises or any part thereof for such period or periods (which may extend beyond the term of this Lease) at such rent or rent and upon such other terms and conditions as Lessor may, in good faith, deem advisable. Notwithstanding any law or anything contained herein to the contrary, to the full extent permitted under applicable law, Lessee and Lessor agree that Lessor's duty to relet the Premises or otherwise to mitigate damages under this Lease shall be limited to those requirements set forth in the Texas Property Code, as amended. Lessor shall in no event be liable and Lessee's liability shall not be affected or diminished in any way whatsoever for failure to relet the Premises, or in the event the Premises are relet, for failure to collect any rental under such reletting. Lessor and Lessee agree that any duty to mitigate or to use objectively reasonable standards in reletting the Premises, although not required, shall be satisfied and Lessor shall be deemed to have used objectively reasonable

efforts to relet the Premises by posting a "For Lease" sign on the Premises and contacting at least one real estate agent or broker regarding this Lease.

- E. Application of Proceeds Upon Reletting - In the event that Lessor shall elect to relet, then rentals received by Lessor from such reletting shall be applied: first, to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor under this Lease, second, to the payment of any cost of such reletting, including but not limited to broker's commissions and the cost of modifying or altering the Premises as reasonably required to relet the Premises; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to the payment of rent hereunder, be less than the rent payable during that month by Lessee hereunder then Lessee shall pay such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. Lessee shall also pay to Lessor, as soon as ascertained, any costs and expenses incurred by Lessor in such reletting not covered by the rentals received from such reletting of the Premises. Nothing contained herein shall prevent Lessor from maintaining an action at law for damages in the absence of reletting, or to sue for rent as it becomes due.
- F. Election to Store or Sell Personal Property Upon Termination or Repossession -If Lessor shall terminate this Lease or take possession of the Premises by reason of a condition of default, Lessee and those holding under Lessee, shall forthwith immediately remove their goods and effects from the Premises. If Lessee or any such claimant shall fail to effect such removal immediately, Lessor may, without notice or liability to Lessee or those claiming under Lessee, remove such goods and effects and may store the same for the account of Lessee or of the owner thereof at any place selected by Lessor, or, at Lessor's election, and upon giving 15 days written notice to Lessee of the date, time and location of sale, Lessor may sell the same at public auction or private sale on such terms and conditions as to price and payment, and otherwise as Lessor in its sole discretion may deem advisable. If, in Lessor's judgment, the cost of removing and storing or the cost of removing and selling any such goods and effects exceeds the value thereof or the probable sale price thereof, as the case may be, Lessor shall have the right to dispose of such goods in any manner Lessor may deem advisable.
- G. Lessee Responsible for Costs - Lessee shall be responsible for all costs of removal, storage and sale of any personal property left on the Premises, and Lessor shall have the right to reimburse the City's funds from the proceeds of any sale for all such costs paid or incurred by Lessor. If any surplus sale proceeds remain after such reimbursement, Lessor may deduct from such surplus any other sum due to Lessor hereunder or at law and shall pay over to Lessee any remaining balance of such surplus sale proceeds.

## **SECTION 9. – TERMINATION**

- A. This Lease may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this Lease, except those obligations reasonably construed to survive termination of this Lease, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumes or upon any public or private records which would indicate failure to successfully fulfill the conditions of this Lease.
- B. At the termination of this Lease, either by normal expirations, premature termination, or mutual agreement, Lessee shall peaceably vacate the Premises and turn over possession of the Improvements to Lessor. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the

Airport and hold such in storage until the amount owed is paid, including any moving or storage costs incurred. Lessor may liquidate any personal property so seized pursuant to Lessor's lien pursuant to the requirements of law. Lessee shall be liable for any and all costs and expenses incurred by Lessor in any action taken pursuant to this Lease or in order to enforce Lessor's legal rights in relation hereto if Lessee is in default of the lease.

- C. At the sole election of Lessor, any items of personal property that are not removed from the Premises by Lessee no later than thirty (30) days after the expiration of the term of this Lease shall thereafter belong to Lessor without the payment of any consideration therefore or the necessity of any judicial proceeding.

#### **SECTION 10. – INDEMNIFICATION**

- A. Lessee covenants and agrees to FULLY INDEMNIFY, and HOLD HARMLESS the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, attorney's fees, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Lessee's activities under this Lease, Lessee's business, operation, occupancy, or use of the Premises and/or Airport, including any acts or omissions of Lessee, any agent, officer, director, representative, employee, consultant or subcontractor of Lessee and their respective officers, agents, employees, directors and representatives, all without, however, waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Lessee shall promptly advise the City in writing of any claim or demand against the City or Lessee known to Lessee related to or arising out of Lessee's activities under this Lease and shall see to the investigation and defense of such claim or demand at Lessee's sole cost. The City shall have the right, at its own expense, to participate in such defense without relieving Lessee of any of its obligations under this Section 10.
- B. It is expressly understood and agreed that the relationship between Lessor and Lessee is solely a ground landlord/ground tenant relationship, Lessee is solely responsible for his respective acts and omissions, and that Lessor shall in no way be responsible therefore, and that neither party hereto has authority to bind the other or to hold out to third parties that it has the authority to bind the other. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party, as creating the relationship of employer-employee, principal-agent, partner, joint venture, or any other similar such relationship between the parties hereto.

**SECTION 11. – MAINTENANCE OF LANDING AREA:** Lessee understands and agrees that Lessor reserves the right, but not obligation, to maintain the Airport to at least the minimum standards as recommended by the FAA and/or the Texas Department of Transportation. Such right includes the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport.

**SECTION 12. – SUBORDINATION OF LEASE:** This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States of America or the Federal Aviation Administration relative to the use, operation or maintenance of the Airport, the execution of which has been or may be required as a condition to the conveyance of the Airport to Lessor and a condition precedent to the expenditure of Federal funds for the

development of the Airport. Should the effect of such agreement be to take any of the Premises under this Lease, Lessor shall not be held liable therefore, but, in such event, Lessee may cancel this Lease upon ten days' written notice to Lessor. Lessee may pursue any claim it may have against the United States government or the Federal Aviation Administration in such event.

**SECTION 13. – LANDLORD'S LIEN:** Lessee hereby gives to Lessor a lien and security interest upon all of its property, now, or at any time hereafter placed in or upon the said Premises, to secure the prompt payment of the rent and other charges stipulated herein to be paid; all exemptions of such property, or any of it, being hereby waived. Lessor agrees that the lien and security interest herein shall be subordinate to the lien or security interest of a lender providing purchasing money financing for such property. Nothing contained herein shall be deemed to grant Lessor a lien or security interest in any aircraft regardless of whether such aircraft are placed in or upon the said Premises at any time.

**SECTION 14. – ATTORNEY'S FEES:** Any party who brings any action under this Lease, and prevails in said action, then that party shall be entitled to recover from the other its reasonable attorney's fees.

**SECTION 15. – NO ASSIGNMENT:** Lessee shall not sell, transfer, assign or sublet this Lease or Lessee's interest in or to the Premises or any part thereof, or any Improvements installed by Lessee without having first obtained the prior written consent of Lessor signed by the City Administrator. In the event Lessee desires to sell any Improvements installed on the Premises, Lessor shall have the right of first refusal to purchase such Improvements, provided that the right of first refusal must be exercised within twenty one (21) days; should Lessee receive a bonafide offer to purchase Improvements from a third party, purchase by Lessor must be on substantially similar terms as those offered by the third party.

**SECTION 16. – WAR AND NATIONAL EMERGENCIES:** During time of war or national emergency, Lessor shall have the right to lease the Airport or any part thereof to the United States for government use, and if the United States government so leases the Airport or any part thereof, the provisions of this Lease, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended. Rent shall be abated to the extent and for as long as such actions render the Premises untenable, but Lessor shall in no event be liable for damages to Lessee. Lessee may pursue any claim it may have against the United States government or the Federal Aviation Administration in such event.

**SECTION 17. – LESSOR ACCESS:** Lessor or its agents may enter the Premises at all reasonable times to show the Premises to potential buyers, investors or lessees or other parties, or for any other purpose Lessor deems necessary.

**SECTION 18. – QUIET ENJOYMENT:** Lessor covenants that as long as Lessee pays the rent and other charges under this Lease and observes the covenants and terms of this Lease, Lessee will lawfully and quietly hold, occupy, and enjoy the Premises during the Term without being disturbed by Lessor or any person claiming under Lessor, except for any portion of the Premises that is taken under the power of eminent domain, pursuant to the Federal Government's right to reclaim the Airport or Premises or pursuant to the Lessor's right to diminish or terminate its Airport operations.

**SECTION 19. – MISCELLANEOUS PROVISIONS**

- A. This Lease embraces the entire agreement of the parties hereto pertaining to the Premises and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced as it pertains to the lease and/or license of the Property, except that this Lease may be modified by written addendum agreed to and signed by all parties and attached hereto.
- B. For the purpose of this Lease, the singular number shall include the plural and the masculine shall include feminine and vise-verse, whenever the context so admits or requires.
- C. The “Section” captions and heading are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.
- D. The parties to this Lease hereby acknowledge and agree that they are the principals to the Lease and have the power, right, and authority to enter into this Lease and are not acting as an agent for the benefit of any third party; except the parties to this Lease.
- E. This Lease shall be governed by the laws of the State of Texas and construed thereunder and venue of any action brought under this Lease shall be in Medina County, Texas.
- F. If any section, paragraph, sentence, or phrase entered in this Lease is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this Lease and, to this end, the provisions of this Lease are declared to be severable.
- G. Nothing in this Lease is intended to or shall have the effect of waiving any privileges or immunities afforded Lessor under Texas State law including, but not limited to, sovereign immunity or official immunity, and it is expressly agreed that the Lessor retains such privileges.

*Remainder of page intentionally left blank*



**EXECUTED** on the day first set forth hereinabove.

LESSOR: CITY OF CASTROVILLE

\_\_\_\_\_, City Manager, City of Castroville

LESSEE: BRASK T-4 RANCH, LLC

By: \_\_\_\_\_  
Printed Name: DJ BRASK  
Title: President/Manager

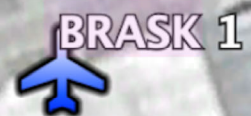
APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ADMINISTRATOR

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

Attachments  
Attachment A – Plat





**GROUND LEASE AGREEMENT****STATE OF TEXAS §§**

KNOW ALL PERSONS BY THESE PRESENTS:

**CITY OF CASTROVILLE §§**

THIS GROUND LEASE AGREEMENT ("this Lease") is entered into this 1st day of January, 2012 ("Effective Date"), by and between the CITY OF CASTROVILLE, a Texas Municipal Corporation ("Lessor" or "the City"), as the owner of the Castroville Municipal Airport ("the Airport"), acting by and through its CITY ADMINISTRATOR, and Brask T-4 Ranch, LLC ("Lessee"), WITNESSETH :

**WHEREAS**, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Airport; and

**WHEREAS**, Lessor and Lessee deem it advantageous to themselves and to the operation of the Airport for Lessor to lease to Lessee certain real property at the Airport under the terms and conditions stated herein;

**NOW THEREFORE**, for and in consideration of the terms, considerations, and privileges promised herein, Lessor and Lessee covenant and agree as follows:

**SECTION 1. – GROUND LEASED PREMISES**

A. Lessor, for and in consideration of the rents, covenants and promises herein contained to be kept, performed and observed by Lessee, and subject to the terms, conditions and considerations stated herein, does hereby lease to Lessee and Lessee does hereby accept from Lessor the following property, located at the Airport, in Medina County, Texas:

1. That certain portion of the airport known as \_\_\_\_\_, containing approximately \_\_\_\_\_ square feet of ground space, at the Castroville Municipal Airport, Castroville, Texas, as shown on the plat and diagram ("the Plat") attached hereto as Attachment A and incorporated herein (the "Premises", which, unless indicated otherwise in this Lease, shall include all Improvements (hereinafter defined) constructed thereon now or in the future, which designation shall in no way imply that the Improvements are leased by Lessor or owned by Lessor during the term of this Lease);

2. The ramp and tie-downs located directly in front on the Property, if any, located directly in front of the Hangar, leased to Lessee on an exclusive basis, solely for the purpose of aircraft ingress, egress and parking. The ramps and tied-downs are leased to Lessee in an "as is – where is" condition.

3. Subject to permitting, inspection, and approval by Medina County, Lessee shall be allowed to install a septic system on the East side of the hangar to service the improvements to be built by the Lessee.

B. As an appurtenance to the Premises, Lessor grants to Lessee a non-exclusive license to use the common areas of the Airport, as designed from time to time by Lessor, and subject to all matters contained herein and all applicable rules and regulations of the Airport or as

promulgated by the Texas Department of Transportation and/or the Federal Aviation Administration.

## SECTION 2. – TERM:

This Lease shall be for the term of thirty (30) years commencing on the \_\_\_\_ day of \_\_\_\_\_ (the "Commencement Date"), and ending on the \_\_\_\_ day of \_\_\_\_\_ ("the Term"), except where otherwise extended or terminated pursuant to the terms of this Lease. Lessee hereby waives any notice of termination of this upon the expiration of the Term. The Lease may be extended for an additional ten (10) year period and upon similar terms with the consent of Lessee and the approval of the Castroville City Council.

## SECTION 3. – CONSIDERATION

A. In consideration for the lease of the Premises, Lessee hereby agrees to pay annually in advance (without notice or demand, both of which are hereby expressly waived), annual rent to be calculated as follows: eighteen cents (\$0.18) per square foot per year for the 19,500 square feet located on the Property, and nine cents (\$0.09) per square foot per year for the 7,150 square feet located on the ramps and tie-downs subject to this Lease. The first year's rent- in the amount of Four Thousand One Hundred Fifty Three Dollars and Fifty Cents (\$4,153.50) shall be paid in advance. Thereafter, all future payments shall be made on or before the first day of the month due for the term of this Lease plus any extensions thereto.

150' x 130'  
25' Around  
Building

**Adjustments to Rent.** Every fifth year of this Lease, the rent to be paid by Lessee shall be adjusted based on changes to the Consumer Price Index. At the beginning of each succeeding five-year period in the initial or renewal term shall be determined by multiplying the Rent paid during the first year of the initial term by a Factor determined as follows:

*"Factor" shall be determined by dividing the Current CPI-U (the CPI-U last officially published prior to the last day of the current year of the lease term) by the Base CPI-U (the CPI-U last officially published prior to the date of the commencement of the initial term of the lease), provided that Factor shall not be less than one (1).*

As used herein, "CPI-U" shall mean Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics, United States Department of Labor. The CPI-U used for rent adjustments shall be the CPI-U last officially published prior to the last day of each five-year period of the lease term (initial or renewed), as applicable, whether such CPI-U has been published on a quarterly, semi-annual, annual, monthly or other basis.

If the CPI-U is no longer officially published at the time of rental adjustments, such index will nevertheless be used for adjustment of Rent by the use of conversion tables supplied by the Bureau of Labor Statistics, U.S. Department of Labor.

If official publication of the CPI-U number that would otherwise be used pursuant to this Agreement has been delayed and not published as of the first day of the year for which the adjusted Rent is being determined, then, in the interim, until such CPI-U number is officially published, Lessee shall continue to pay the Rent as paid in the preceding year. When such CPI-

U number is officially published, the determination shall be made as though such CPI-U had been officially published as of the first day of such year and the adjusted Rent so determined shall be applied retroactively and prospectively for the remainder of such year of the lease term.

If the applicable CPI-U is discontinued by the Bureau of Labor Statistics, or any successor thereto, and not replaced by any substantially similar Index which is convertible to the CPI-U through the use of conversion tables, then any increase in the Rent for a succeeding year of the Lease term shall be renegotiated by the parties during the thirty (30) days immediately preceding expiration of such year.

B. All rentals and other payments due from Lessee pursuant to this Lease shall be paid as the same become due, without demand, in lawful currency of the United States made payable to the Castroville Municipal Airport Fund, City of Castroville, \_\_\_\_\_, Castroville, Texas 78009.

C. In the event Lessee fails to remit any rentals or other payments due when the same are due, and such payments remain unpaid for ten (10) days after the date due, interest at the rate of ten percent (10%) per annum shall be charged by Lessor beginning on the day after the date each such payment was due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor.

D. Additional Fees and Charges – All rentals, fees and charges payable by Lessee to Lessor under the terms of this Lease, whether or not expressly denominated as rent, shall constitute rent for all purposes, including, but not limited to purposes of the Bankruptcy Code of the United States of America. Nothing contained herein shall be taken to relieve Lessee, its customers, or others from any field use charges or other charges at the Airport which may be levied generally by Lessor, either directly or indirectly.

#### SECTION 4.- TAXES, INSURANCE AND UTILITIES

##### A. Taxes.

1. Real Estate Taxes. Despite the duration of this Agreement, the Premises will remain exempt from real property taxes pursuant to Texas Tax Code 25.07(b)(3).

2. Personal Property Taxes. Lessee agrees to pay all taxes and all other charges and assessments levied against the Lessee's personal property located on the Premises as and when the same shall become due and payable, and before any delinquency, and upon payment to furnish the paid receipt therefor to Lessor. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee or resulting from this Lease or Lessee's occupancy of the Premises. Lessee further agrees to annually provide Lessor with a copy of the annual personal property inventory that Lessee provides to the Medina County Appraisal District.



3. Right to Contest Taxes. Lessee may attempt to have the assessed valuation of the Premises or Lessee's personal property thereon reduced or may initiate proceedings to contest the real and/or personal property taxes. However, Lessee shall pay all costs of the proceedings. Upon the final determination of any proceeding or contest, Lessee shall immediately pay the real and/or personal property taxes due, together with all costs, charges, interest and penalties incidental to the proceedings. If Lessee does not pay the real and/or personal property taxes when due and contests such taxes, Lessee shall not be in default under this Lease for nonpayment of such taxes if Lessee deposits funds with Lessor or opens an interest bearing account reasonably acceptable to Lessor in the joint names of Lessor and Lessee. The amount of such deposit shall be sufficient to pay the real and/or personal property taxes plus a reasonable estimate of the interest, costs, charges and penalties which may accrue if Lessee's action is unsuccessful, less any applicable tax impounds previously paid by Lessee to Lessor. The deposit shall be applied to the real and/or personal property taxes due, as determined at such proceedings. The real and/or personal property taxes shall be paid under protest from such deposit if such payment under protest is necessary to prevent the Premises or Lessee's personal property from being sold under a "tax sale" or similar enforcement proceeding.

B. Insurance.

1. Lessee's financial integrity is of interest to Lessor. Therefore, Lessee shall obtain and maintain in full force and effect for the duration of this Lease and at Lessee's sole expense, insurance coverage written by companies authorized and admitted to do business in the State of Texas and otherwise acceptable to the City, which acceptance will not be unreasonably refused, in the following types and amounts, in the following types and amounts:

a. Commercial General Liability Aviation Policy. Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.

2. Lessee agrees that with respect to the above-required insurance, all insurance contracts and Certificates of Insurance will name Lessor and its officers, employees, agents and elected representatives as additional insured's and provide for an endorsement that the "other insurance" clause shall not apply to the City where Lessor is an additional insured shown on the policy.

3. Deductibles on all insurance policies required under this Lease shall be paid by Lessee and shall be in such amounts as reasonably determined by Lessor.

4. Prior to occupancy of the Premises, Lessee shall furnish original completed Certificates of Insurance to Lessor signed by an agent authorized to bind the named underwriter and their company to the coverage, limits and termination provisions shown thereon as required herein to the Airport Manager. Lessor shall have no duty to perform under this Lease until such certificate shall have been delivered to the Lessor and no officer or employee shall have the authority to waive this requirement.

5. Lessee shall keep the insurance in full force and effect during the term of this Lease; shall notify Lessor at the office of the Airport Manager in the event of any notice of cancellation, non-renewal or material change in coverage not less than thirty (30) days prior to the effective date of change, provide a replacement Certificate in such case; and shall include a section on endorsement in the policy to the effect that such policy shall not be changed or cancelled without at least thirty (30) days prior written notice to Lessor.

6. Any personal property kept at the Premises by Lessee shall be at Lessee's sole risk and in no event shall Lessor be liable for any loss or damage to Lessee's personal property.

7. The procuring of insurance by Lessee shall not be construed to be a limitation upon Lessee's liability or as a full-performance on its part of the indemnification provisions of this Lease. Lessee's obligations are in addition to said policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities.

E. Lessee shall be responsible for payment, directly to the appropriate supplier, of all utilities including water, electricity, gas, sewers, telephone and all other utilities used on the Premises throughout the Term, including any connection fees, impact fees and late charges. Lessee shall be responsible for procuring any utility connections required by Lessee.

## **SECTION 5. – IMPROVEMENTS**

A. Lessee agrees not to make any improvements, additions or modifications (collectively, "Improvements") to the Premises without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessee agrees that Lessee shall build and maintain the ramps and tie down areas on the premises at Lessee's sole expense and for Lessee's exclusive use.

B. Lessee agrees to commence construction of the improvements, which includes the buildings and the ramps, within one (1) year of the Commence Date of this Lease.

C. Lessee agrees that he is solely responsible for the costs of all improvements contemplated or authorized by this Lease.

D. Lessee agrees that all improvements will be made with the express approval of the City Administrator or his designee, and that all improvements will comply with applicable codes, ordinances and statutes.

E. Lessee agrees that title to all improvements shall remain with Lessee until the Lease is terminated or expires, at which time title to all improvements shall pass to Lessor.



**SECTION 6. – PERMITTED USE**

- A. Lessee agrees that the Property and Premises will be used in all manners that are lawful and consistent with the Airport operations. Lessee shall be allowed to build an office space inside the facility to be used by Lessee and persons associated with the management of Lessee's business interests.
- B. Lessee may park his and/or his employees privately owned automobiles at the Property location.
- C. Lessee may store aviation/jet fuel/oil in approved containers for all oil, fuel, solvents and other petroleum products, inside or outside near the Premises for use in their operation. Lessee shall not sell aviation/jet fuel/oil without prior written permission of and proper permitting by Lessor. Any eventual sale of aviation/jet fuel/oil shall be subject to a fuel flowage fee.
- D. Lessee shall comply with all local, state, and federal laws, rules, regulations, and ordinances in connection with its operations and occupancy of the Premises.
- E. LESSEE HAS HAD FULL OPPORTUNITY TO EXAMINE THE PREMISES AND LESSEE'S TAKING POSSESSION OF THE PREMISES SHALL BE CONCLUSIVE EVIDENCE OF LESSEE'S ACCEPTANCE THEREOF IN AN "AS IS" CONDITION, AND LESSEE HEREBY ACCEPTS THE PREMISES IN ITS PRESENT CONDITION AS SUITABLE FOR THE PURPOSE FOR WHICH LEASED. LESSEE AGREES THAT NO REPRESENTATIONS RESPECTING THE CONDITION OF THE PREMISES AND NO PROMISES TO IMPROVE THE PREMISES, EITHER BEFORE OR AFTER THE EXECUTION HEREOF, HAVE BEEN MADE BY LESSOR OR ITS AGENTS TO LESSEE UNLESS THE SAME ARE CONTAINED HEREIN OR MADE A PART HEREOF BY SPECIFIC REFERENCE HEREIN AND, LESSOR SHALL HAVE NO RESPONSIBILITY FOR THE MAINTENANCE OR REPAIR OF THE PREMISES OR ANY IMPROVEMENT THEREON.
- F. Lessee shall be allowed to erect a sign on the Property related to Lessee's use of the Property with written consent of the Airport Manager. Said consent shall not be unreasonably withheld or delayed.
- G. Lessee agrees that Lessee will, at all times, keep the Premises, including the inside and the outside of any Improvements, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts.

**SECTION 7. – RESTRICTED USE & MAINTENANCE**

- A. Lessee shall, throughout the term of this Lease and any extension thereof, assume the entire responsibility, cost and expense, for all repair and maintenance of the Property and all buildings and improvements thereon, whether such repair or maintenance be ordinary, extraordinary, structural or otherwise. Additionally, without limiting the foregoing, Lessee shall:

1. At all times maintain the buildings and improvements in a good state of repair and preservation, excepting ordinary wear and tear and obsolescence in spite of repair; and replace or substitute any fixtures and equipment which have become inadequate, obsolete, worn out, unsuitable or undesirable, with replacement or substitute fixtures and equipment, free of all liens and encumbrances, which shall automatically become a part of the buildings and improvements; and at all times to keep the Property, its buildings, improvements, fixtures, equipment and personal property, in a clean and orderly condition and appearance; and observe all insurance regulations and requirements concerning the use and condition of the Property, for the purpose of reducing fire hazards and insurance rates at the Airport; and
2. Repair any damage, caused by Lessee or his agents, to paving or other surfaces of the Property or the Airport, in connection with the scope of the Lease, caused by any oil, gasoline, grease, lubricants, flammable liquids and/or substances having a corrosive or detrimental effect thereon; and
3. Be responsible for the maintenance and repair of all utility service lines upon the Lease Premises, including but not limited to, water and gas lines, electric power and telephone conduits and lines, sanitary sewers and storm sewers; and
4. Keep and maintain all vehicles and equipment operated by lessee on the Airport in safe condition, good repair and insured, as required by this Lease; and
5. Replace broken or cracked plate glass and paint/repaint structures upon the Property as needed; and
6. Provide and use suitable receptacles for all garbage, trash, and other refuse; and
  - a. Supply a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal, state, federal, and local law, rule, regulation, or ordinance inside the Improvements. Such fire extinguisher(s) shall be readily accessible in the event of a fire. Lessee is responsible for yearly certification of fire extinguishers.

The adequacy of the performance of the foregoing maintenance and repair by Lessee shall be determined by the Airport Manager, whose reasonable judgment shall be conclusive. Should Lessee refuse or neglect to undertake any such maintenance or repair, or if Lessor is required to perform any maintenance or repair necessitated by the negligent acts or omissions of Lessee, its employees, agents, assignees, subtenants, or licensees, then Lessor shall have the right, but not the obligation, to perform such maintenance or repair on behalf of and for Lessee. The costs of such maintenance or repair, plus any associated overhead reasonably determined by Lessor, shall be reimbursed by Lessee to Lessor no later than ten (10) days following receipt by Lessee of written demand from Lessor for same. In cases not involving maintenance or repair requiring exigent action, Lessor shall provide Lessee a written request that Lessee perform such maintenance or repair, at least thirty (30) days before Lessor effects such maintenance or repair on behalf of Lessee.

B. Lessee shall not use the Premises for any unlawful purpose or cause, permit, suffer, or create any waste, damages, injury, nuisance, easement upon any portion of the Premises.

C. Liens Prohibited – Lessee shall not suffer or permit any tax, judgment, mechanics or materialmen's lien or other liens to be filed against the fee of the Premises nor against Lessee's leasehold interest in the land nor any Improvements by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee or to anyone holding the Premises or any part thereof through or under Lessee. If any such liens shall be recorded against the Premises or any Improvements thereof, Lessee shall cause the same to be immediately removed or, in the alternative, if Lessee, in good faith desires to contest same, Lessee shall be privileged to do so, but in such case Lessee hereby agrees to INDEMNIFY AND SAVE LESSOR HARMLESS from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said mechanics' lien, cause the same to be discharged and removed prior to the execution of such judgment.

## **SECTION 8. – CONDITIONS OF DEFAULT AND REMEDIES**

A. Each of the following shall constitute an event of default by Lessee:

1. Lessee shall fail to pay any rent (monthly rent or additional rent) or any other charges as provided for in this Lease and such failure shall continue for a period of ten (10) days after the date written notice is received by Lessee that said payment is past due.
2. Lessee shall neglect or fail to perform or observe any of the terms, provisions, conditions or covenants herein contained and on Lessee's part to be performed or any way observed, other than non-payment of rent and other charges, and if such neglect or failure should continue for a period of thirty (30) days after delivery to Lessee of written notice of such neglect or failure.
3. Lessee shall voluntarily discontinue its operations or aeronautical activity at the Airport for a period of ninety (90) consecutive days.
4. An Order of Relief shall be entered, at the request of Lessee or any of its creditors, under federal bankruptcy, reorganization laws or any law or statute of the United State or any state thereof.
5. Lessee shall become insolvent, take the benefit of any present or future insolvency statute, make a general assignment for the benefit of creditors; file a voluntary petition in bankruptcy or a petition or answer seeking a reorganization or the readjustment of its indebtedness, under the federal bankruptcy laws, or under any other law or statute of the United State or of any state thereof; or consent to the appointment of a receiver, trustee or liquidator or all or substantially all of its property.
6. Lessee shall become a corporation in dissolution or voluntarily or involuntarily forfeit its corporate charter.

7. Lessee shall have been found to have violated any applicable federal, state, or local rules or regulations concerning fuel storage facilities, including but not limited to the Environmental Protection Agency, the Texas Commission on Environmental Quality, or the City of Castroville.

8. Lessee shall assign this Lease without the prior consent of Lessor.

9. Lessee shall fail to provide or maintain insurance as provide for in this Lease and such failure shall continue for a period of five (5) days after receipt by Lessee of written notice hereof provided, however, that Lessee shall not be entitled to any notice from Lessor under this provision when failure to maintain insurance is due to a cancellation or expiration of policy or coverage.

B. Lessor's Election to Terminate Lease or to Repossess and Continue to Collect Rent - In the event any condition of default itemized in Section 8A(1) through (9) above occurs, Lessor, then, or at any time thereafter, but prior to the removal of such condition of default shall have the right, at its election, either to terminate this Lease by giving at least thirty (30) days written notice to Lessee at which time Lessee will then quit and surrender the Premises to Lessor. Upon termination by default by Lessee, the maximum liability Lessee shall be responsible for will be the amount of the remaining rent due in the year in which the contract is terminated.

C. Repossession not a Termination of Lease - Lessor's repossession of the Premises shall not be construed as an election to terminate this Lease nor shall it cause a forfeiture of rents or other charges remaining to be paid during the balance of the term hereof, unless a written notice of such intention be given to Lessee, or unless such termination is decreed by a court of competent jurisdiction.

D. Election to Relet Premises Upon Repossession - Upon repossession, Lessor shall have the right (at its election and whether or not this Lease shall be terminated) to relet the Premises or any part thereof for such period or periods (which may extend beyond the term of this Lease) at such rent or rent and upon such other terms and conditions as Lessor may, in good faith, deem advisable. Notwithstanding any law or anything contained herein to the contrary, to the full extent permitted under applicable law, Lessee and Lessor agree that Lessor's duty to relet the Premises or otherwise to mitigate damages under this Lease shall be limited to those requirements set forth in the Texas Property Code, as amended. Lessor shall in no event be liable and Lessee's liability shall not be affected or diminished in any way whatsoever for failure to relet the Premises, or in the event the Premises are relet, for failure to collect any rental under such reletting. Lessor and Lessee agree that any duty to mitigate or to use objectively reasonable standards in reletting the Premises, although not required, shall be satisfied and Lessor shall be deemed to have used objectively reasonable efforts to relet the Premises by posting a "For Lease" sign on the Premises and contacting at least one real estate agent or broker regarding this Lease.

E. Application of Proceeds Upon Reletting - In the event that Lessor shall elect to relet, then rentals received by Lessor from such reletting shall be applied: first, to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor under this Lease, second, to the payment of any cost of such reletting, including but not limited to broker's commissions and the cost of modifying or altering the Premises as reasonably required to relet the Premises;

third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to the payment of rent hereunder, be less than the rent payable during that month by Lessee hereunder then Lessee shall pay such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. Lessee shall also pay to Lessor, as soon as ascertained, any costs and expenses incurred by Lessor in such reletting not covered by the rentals received from such reletting of the Premises. Nothing contained herein shall prevent Lessor from maintaining an action at law for damages in the absence of reletting, or to sue for rent as it becomes due.

F. Election to Store or Sell Personal Property Upon Termination or Repossession -If Lessor shall terminate this Lease or take possession of the Premises by reason of a condition of default, Lessee and those holding under Lessee, shall forthwith immediately remove their goods and effects from the Premises. If Lessee or any such claimant shall fail to effect such removal immediately, Lessor may, without notice or liability to Lessee or those claiming under Lessee, remove such goods and effects and may store the same for the account of Lessee or of the owner thereof at any place selected by Lessor, or, at Lessor's election, and upon giving 15 days written notice to Lessee of the date, time and location of sale, Lessor may sell the same at public auction or private sale on such terms and conditions as to price and payment, and otherwise as Lessor in its sole discretion may deem advisable. If, in Lessor's judgment, the cost of removing and storing or the cost of removing and selling any such goods and effects exceeds the value thereof or the probable sale price thereof, as the case may be, Lessor shall have the right to dispose of such goods in any manner Lessor may deem advisable.

G. Lessee Responsible for Costs - Lessee shall be responsible for all costs of removal, storage and sale of any personal property left on the Premises, and Lessor shall have the right to reimburse the City's funds from the proceeds of any sale for all such costs paid or incurred by Lessor. If any surplus sale proceeds remain after such reimbursement, Lessor may deduct from such surplus any other sum due to Lessor hereunder or at law and shall pay over to Lessee any remaining balance of such surplus sale proceeds.

## **SECTION 9. – TERMINATION**

A. This Lease may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this Lease, except those obligations reasonably construed to survive termination of this Lease, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumes or upon any public or private records which would indicate failure to successfully fulfill the conditions of this Lease.

B. At the termination of this Lease, either by normal expirations, premature termination, or mutual agreement, Lessee shall peaceably vacate the Premises and turn over possession of the Improvements to Lessor. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold such in storage until the amount owed is paid, including any moving or storage costs incurred. Lessor may liquidate any personal property so seized pursuant to Lessor's lien pursuant to the requirements of law. Lessee shall be liable for any and all costs and expenses incurred by Lessor in any action taken pursuant to this Lease or in order to enforce Lessor's

legal rights in relation hereto if Lessee is in default of the lease.

C. At the sole election of Lessor, any items of personal property that are not removed from the Premises by Lessee no later than thirty (30) days after the expiration of the term of this Lease shall thereafter belong to Lessor without the payment of any consideration therefore or the necessity of any judicial proceeding.

#### **SECTION 10. – INDEMNIFICATION**

A. Lessee covenants and agrees to FULLY INDEMNIFY, and HOLD HARMLESS the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, attorney's fees, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Lessee's activities under this Lease, Lessee's business, operation, occupancy, or use of the Premises and/or Airport, including any acts or omissions of Lessee, any agent, officer, director, representative, employee, consultant or subcontractor of Lessee and their respective officers, agents, employees, directors and representatives, all without, however, waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Lessee shall promptly advise the City in writing of any claim or demand against the City or Lessee known to Lessee related to or arising out of Lessee's activities under this Lease and shall see to the investigation and defense of such claim or demand at Lessee's sole cost. The City shall have the right, at its own expense, to participate in such defense without relieving Lessee of any of its obligations under this Section 10.

B. It is expressly understood and agreed that the relationship between Lessor and Lessee is solely a ground landlord/ground tenant relationship, Lessee is solely responsible for his respective acts and omissions, and that Lessor shall in no way be responsible therefore, and that neither party hereto has authority to bind the other or to hold out to third parties that it has the authority to bind the other. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party, as creating the relationship of employer-employee, principal-agent, partner, joint venture, or any other similar such relationship between the parties hereto.

**SECTION 11. – MAINTENANCE OF LANDING AREA:** Lessee understands and agrees that Lessor shall maintain the Airport to at least the minimum standards as recommended by the FAA and/or the Texas Department of Transportation. Such right includes the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport.

**SECTION 12. – SUBORDINATION OF LEASE:** This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States of America or the Federal Aviation Administration relative to the use, operation or maintenance

of the Airport, the execution of which has been or may be required as a condition to the conveyance of the Airport to Lessor and a condition precedent to the expenditure of Federal funds for the development of the Airport. Should the effect of such agreement be to take any of the Premises under this Lease, Lessor shall not be held liable therefore, but, in such event, Lessee may cancel this Lease upon ten days' written notice to Lessor. Lessee may pursue any claim it may have against the United States government or the Federal Aviation Administration in such event.

**SECTION 13. – LANDLORD'S LIEN:** Lessee hereby gives to Lessor a lien and security interest upon the improvements Lessee builds, now, or at any time hereafter placed upon the said Premises, to secure the prompt payment of the rent and other charges stipulated herein to be paid; all exemptions of such property, or any of it, being hereby waived. Lessor agrees that the lien and security interest herein shall be subordinate to the lien or security interest of a lender providing purchasing money financing for such property. Nothing contained herein shall be deemed to grant Lessor a lien or security interest in any aircraft regardless of whether such aircraft are placed in or upon the said Premises at any time.

**SECTION 14. – ATTORNEY'S FEES:** Any party who brings any action under this Lease, and prevails in said action, then that party shall be entitled to recover from the other its reasonable attorney's fees.

**SECTION 15. – NO ASSIGNMENT:** Lessee shall not sell, transfer, assign or sublet this Lease, Lessee's interest in or to the Premises or any part thereof, or any Improvements installed by Lessee without having first obtained the prior written consent of Lessor signed by the City Administrator. In the event that Lessee desires to sell any Improvements installed on the Premises, Lessor shall have the right of first refusal to purchase such Improvements, provided that the right of first refusal must be exercised within twenty one (21) days; should Lessee receive a bond fide offer to purchase Improvements from a third party, purchase by Lessor must be on substantially similar terms as those offered by the third party.

**SECTION 16. – WAR AND NATIONAL EMERGENCIES:** During time of war or national emergency, Lessor shall have the right to lease the Airport or any part thereof to the United States for government use, and if the United States government so leases the Airport or any part thereof, the provisions of this Lease, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended. Rent shall be abated to the extent and for as long as such actions render the Premises untenable, but Lessor shall in no event be liable for damages to Lessee. Lessee may pursue any claim it may have against the United States government or the Federal Aviation Administration in such event.

**SECTION 17. – LESSOR ACCESS:** Lessor or its agents may enter the Premises at all reasonable times to show the Premises to potential buyers, investors or lessees or other parties, or for any other purpose Lessor deems necessary.

**SECTION 18. – QUIET ENJOYMENT:** Lessor covenants that as long as Lessee pays the rent and other charges under this Lease and observes the covenants and terms of this Lease, Lessee will lawfully and quietly hold, occupy, and enjoy the Premises during the Term without being disturbed by Lessor or any person claiming under Lessor, except for any portion of the Premises that is taken under the power of eminent domain, pursuant to the Federal



Government's right to reclaim the Airport or Premises or pursuant to the Lessor's right to diminish or terminate its Airport operations.

**SECTION 19. – MISCELLANEOUS PROVISIONS**

A. This Lease embraces the entire agreement of the parties hereto pertaining to the Premises and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced as it pertains to the lease and/or license of the Property, except that this Lease may be modified by written addendum agreed to and signed by all parties and attached hereto.

B. For the purpose of this Lease, the singular number shall include the plural and the masculine shall include feminine and vise-verse, whenever the context so admits or requires.

C. The "Section" captions and heading are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.

D. The parties to this Lease hereby acknowledge and agree that they are the principals to the Lease and have the power, right, and authority to enter into this Lease and are not acting as an agent for the benefit of any third party; except the parties to this Lease.

E. This Lease shall be governed by the laws of the State of Texas and construed thereunder and venue of any action brought under this Lease shall be in Medina County, Texas.

F. If any section, paragraph, sentence, or phrase entered in this Lease is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this Lease and, to this end, the provisions of this Lease are declared to be severable.

G. Nothing in this Lease is intended to or shall have the effect of waiving any privileges or immunities afforded Lessor under Texas State law including, but not limited to, sovereign immunity or official immunity, and it is expressly agreed that the Lessor retains such privileges.


*Remainder of page intentionally left blank*

**EXECUTED** on the day first set forth hereinabove.

LESSOR: CITY OF CASTROVILLE

  
Paul Hofmann, City Administrator  
City of Castroville

LESSEE: BRASK T-4 RANCH, LLC

  
By: D. J. Brask  
Printed Name: D. J. BRASK  
Title: Pres.

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

ATTEST:

  
\_\_\_\_\_  
CITY SECRETARY

Attachments  
Attachment A – Plat

**BRASK T-4 RANCH LLC**

P.O. BOX 55287  
HOUSTON, TX 77255  
800-848-8805

DATE	INVOICE	AMOUNT

88-2481-1149

Section XIII, Item e.

0139

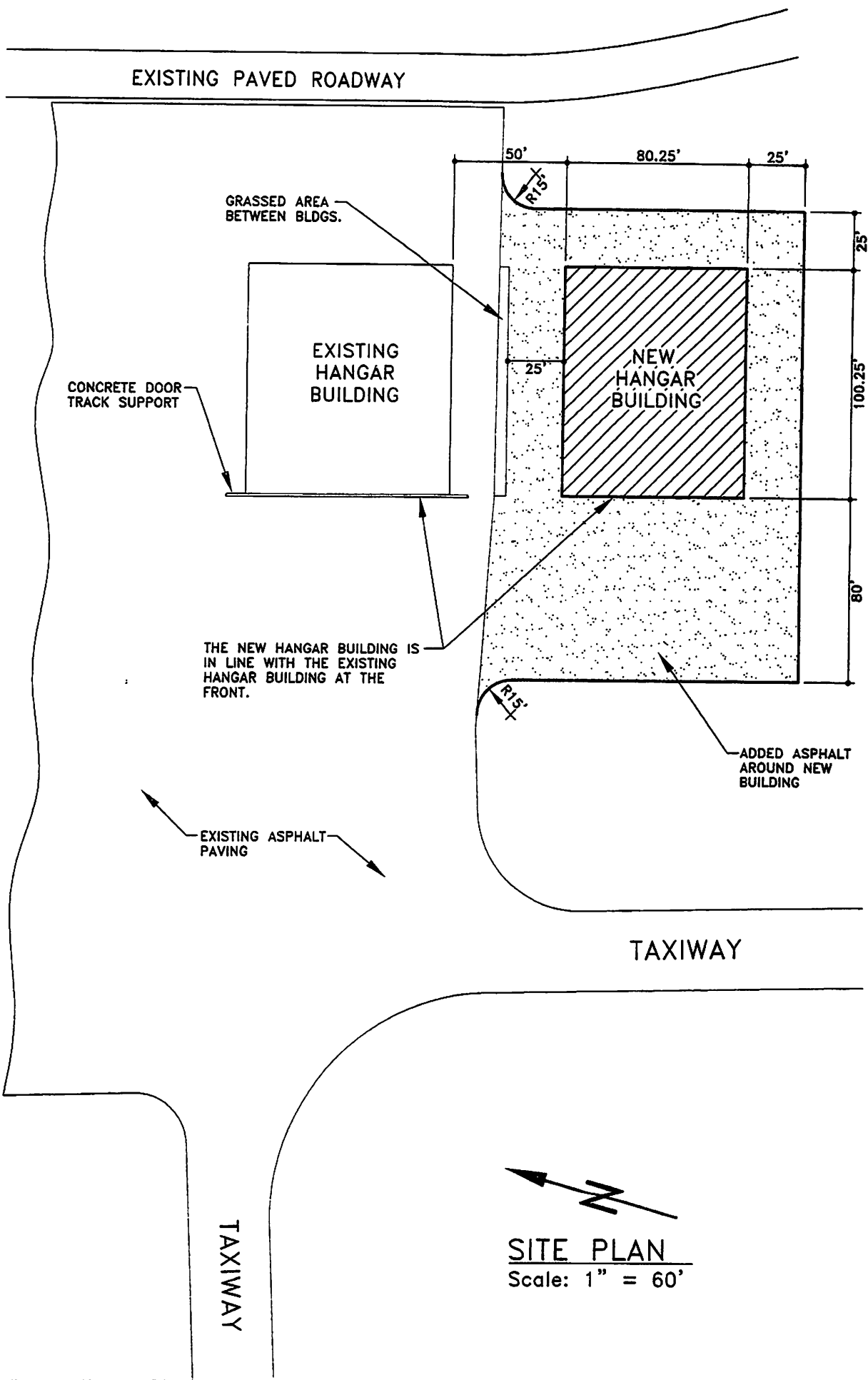
PAY Four thousand one hundred fifty three <sup>50</sup>/<sub>100</sub> DOLLARS

CHECK NO.	TO THE ORDER OF	DATE	GROSS AMOUNT	DISCOUNT	CHECK AMOUNT
0139	City of Castroville	12/19/11			4153.50

VOID AFTER 120 DAYS

Texas Community Bank, N.A.  
6721 McPherson Road Laredo, Texas 78041

⑈000139⑈ ⑆114924810⑆ ⑈1010025312⑈



Owner D. J. Brask  
Brask T-4 Ranches, LLC

Location See sheet #1

Drawn by: Stephen A. Mangold

Drawing No. 700-256



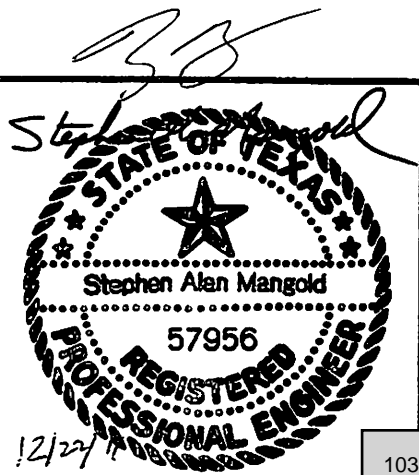
**MANGOLD Engineering Company**  
5596 CR 5710  
Devine, TX 78016  
Phone: (830) 931-0400

FIRM NO. 5549

Date: 12/22/11

Scale: Noted

Sheet 1 of 3





BRASK T-4 RANCH, LLC  
10590 AIRPORT RD  
CASTROVILLE, TX 78009

October 27, 2025

CASTROVILLE MUNICIPAL AIRPORT  
10500 AIRPORT RD  
CASTROVILLE, TX 78009

CITY OF CASTROVILLE  
C/O CASTROVILLE AIRPORT ADVISORY BOARD  
C/O CASTROVILLE CITY COUNCIL  
1209 FIORELLA ST  
CASTROVILLE, TX 78009

To Whom it May Concern,

We first became a tenant at the airport in 2012 when we constructed an 80'x100' private hangar. We are interested in expanding our operations at Castroville Municipal Airport. To do so, we would build a second private hangar next door to our existing hangar; the size would be approximately 120'x120', a max height of 48' tall and a low eave height of 37', and a bi-fold door of no more than 28'. Of the buildings 14,400 sf; 11,900 sf will be hangar space with an additional 2,500 sf office space. We will be sure to include "area separation" which is a 2-hour fire wall between office & hangar.

Both hangars will be used for transient aircraft storage and increase the amount of jet fuel that we already purchase through the city. A rough outline depicting the size and location is shown on the following page. Also included is our current ground lease agreement; we would like the same terms as the existing lease.

Sincerely,

DJ Brask  
President

ENCLOSURES



# Agenda Report

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Agenda of:	November 19, 2025
Department:	Mayor
Subject:	Discussion and possible action regarding the Garcia Creek Drainage Improvement Project and direction to proceed with a design-build delivery approach.

**Recommended Motion:**

Motion to authorize staff to move forward with the Garcia Creek Drainage Project as presented.

**Background:**

The Garcia Creek Drainage Improvement Project originated from the City’s Drainage Master Plan (January 2023), which ranked Garcia Creek as one of Castroville’s top five capital drainage priorities. The project aims to stabilize the channel downstream of the Geneva Street bridge, where accelerated erosion has threatened the Geneva Street culvert, adjacent private property, and public infrastructure.

Preliminary engineering by Lochner Engineering began in early 2025 following council direction in July 2025 to advance Option 1 – Stabilize the Culvert and Channel Banks with a Wall System (estimated at \$1.1 – \$1.5 million) into final design. Field investigations and independent technical reviews in August and October 2025 confirmed significant bank erosion—approximately 20 feet over the past decade—and reaffirmed the need for comprehensive channel stabilization. At the October 28, 2025 council meeting, staff presented the findings of Lochner’s preliminary engineering and reviewed several structural alternatives intended to restore channel capacity, reduce erosion, and protect the Geneva Street crossing

**CURRENT STATUS AND RECOMMENDATION**

Following subsequent field review, **Mayor Bruce Alexander** and **Councilman Phil King** met onsite in early November to discuss the most effective path forward. They recommend that the City shift from the current design-bid-build process to a **design-build delivery method** to expedite completion, streamline accountability, and leverage the engineering work already completed.

The design-build scope would utilize Lochner’s existing data and documentation to solicit proposals from qualified firms for a comprehensive restoration of the drainage channel to its original 1980s grade and configuration, including:

- Reinforced sidewalls and properly sloped embankments using cement-stabilized backing materials;
- Work limited to the existing drainage channel;
- Emphasis on reducing erosion and avoiding adverse downstream impacts.

This approach will also require **Lochner Engineering** to transmit all project work products, calculations, and supporting files to the City, along with a written recommendation on next steps.

**STAFF RECOMMENDATION**

Staff supports the Mayor’s and Councilman King’s recommendation and requests City Council authorization to:

1. Direct **Lochner Engineering** to deliver all project work products completed to date, along with a written technical summary and recommendation.
2. Authorize staff to develop and issue a **Request for Proposals (RFP)** or **Request for Qualifications (RFQ)** for a **design-build solution** to complete the Garcia Creek Drainage Improvement Project.
3. Ensure all design-build proposals are consistent with the established project objectives and limited to the existing drainage easement.

**Fiscal Impact:**

Estimated **total** project cost: **\$0.8– \$1.2 million** (includes engineering costs already incurred)

Funding source: Drainage capital improvement allocation (budgeted).

Final fiscal commitment will depend on competitive design-build proposals and Council award of contract.

☒ **Budgeted**   ☐ **Requires Budget Amendment**

**Source of Funding:**

**Urgency (0-5 = Low Urgency to High Urgency): 5**

**Impact (0-5 = Low Impact to High Impact): 3**

**Submitted by: Mayor Alexander**



**DATE: November 10, 2025**

**AGENDA OF: November 19 2025**

**DEPARTMENT: City Council**

**SUBJECT: Video Projection or Large Screen TV for Council Presentations**

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**RECOMMENDED MOTION:**

**Authorize staff to bring recommendations to Council for video projection or large screen TV for easy viewing of council presentation material.**

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**BACKGROUND**

The current equipment to view screen presentations for Council is unsatisfactory for most informational text material and pictures. The two screens in the council chamber are too small for much of the text presented and lack enough picture size to recognize/grasp the details in photographs or charts. It is imperative that all material presented be easily readable and understandable as it is the basis for council questions and decisions.

In the past, there was a video projector that would allow display of at least a six-to-eight-foot picture on the north council chamber wall next to the District 1 position on the Dias. While not ideal for the audience, it was large enough to read anything presented and allowed the presenter to use a laser or hand pointer to bring attention to displayed material. That was replaced by two small monitor screens with one facing council and one facing the audience.

Besides being unsightly in the center of the room they are of insufficient size to be useable for much of the material presented. Additionally, with video monitors, lasers pointers will not work to highlight points and the monitors are far enough off the floor to make it practical to use a hand pointer to draw attention to screen details. Trying to highlight material with a computer mouse is frustrating and ineffective. At the distance the council monitor is from the Dias, the paper handout in the agenda package is often more readable.

There was a proposal to put individual monitors at each councilmember's position but that would be impractical for space reasons and you would still have very small print with much of the material presented.

We need a large display method that presenters or council can easily read from the Dias and highlight specifics or areas where there are questions. A video project or very large TV of 100 inches, give or take would solve these problems. In addition, a portable white board that could be used for illustrations would be most useful.

At the last Council meeting we all were going back and forth on the Garcia Creek issue. We spent 30 minutes trying to all come to agreement on exactly what we each were trying to

describe and the options to address the issue. We never got there. We could have with a large screen that made the details more recognizable and would allow the presenter or council to stand to the side of the picture and clarify what was being discussed/suggested. The budget was a good example of text too small to read in many cases. That would have been solved with a large screen making even small text readable.

The two-screen mounted to the ceiling need to be moved to the sides of the room and oriented toward the audience.

The cost to solve this problem is less than \$2000.

**FISCAL IMPACT/SOURCE OF FUNDING:** General Fund

Budgeted ☐ Requires Budget Amendment

**Urgency (0-5 = Low Urgency to High Urgency):** 5

**Impact (0-5 = Low Impact to High Impact):** 4

**ATTACHMENTS:**

Submitted by: Councilmember Lee



# Agenda Report

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**Agenda of:** November 19, 2025

**Department:** Administration

**Subject:** Discussion and appropriate action to select bond counsel services for the City of Castroville

## Recommended Motion:

Motion to hire the law firm of Kelly, Hart, & Hallman (KH) as bond counsel for the City of Castroville.

## Background:

On October 13, 2025, the City received a letter of resignation from Clay Binford, Partner with McCall, Parkhurst & Horton LLP, terminating his firm’s representation of the City as bond counsel effective immediately. The resignation occurred prior to the October 14, 2025 City Council meeting, at which an item had been posted to consider the firm’s potential termination based on perceived conflicts of interest related to development, TIRZ, and PID agreements.

Following Mr. Binford’s resignation, staff was directed to initiate the process of procuring replacement bond counsel in accordance with the Professional Services Procurement Act (Texas Government Code Chapter 2254). Staff utilized a Request for Qualifications (RFQ) and publicly posted the solicitation for Bond Counsel Services on the City’s website and customary notice outlets.

The RFQ requested statements of qualifications from qualified firms to provide legal services related to the authorization, issuance, and sale of municipal debt instruments, as well as associated legal opinions and filings with the Texas Attorney General and Comptroller of Public Accounts.

## CURRENT STATUS AND RECOMMENDATION

The City received one (1) response by the submission deadline—from Kelly Hart & Hallman LLP, a Texas-based law firm with extensive municipal finance experience. The firm’s qualifications highlight representation of numerous local governments, including the City of Fort Worth, Tarrant County, the Fort Worth Transportation Authority, and the City of Hillsboro.

Their proposed bond counsel team includes attorneys Brandon M. Hill (Partner), Jonathan Cranz (Of Counsel), Robbie Clarke (Partner), and R. Daniel Settle, Jr. (Of Counsel)—each with specialized expertise in Texas municipal finance, bond issuance, and related public law practice areas.

Staff conducted reference checks with municipal clients and professional colleagues, all of which confirmed high satisfaction with the firm's responsiveness, legal quality, and familiarity with municipal debt instruments.

### **STAFF RECOMMENDATION**

Based on the qualifications received and verified references, staff recommends that the **City Council appoint Kelly Hart & Hallman LLP as bond counsel for the City of Castroville.**

The firm will provide legal services related to the issuance of general obligation bonds, certificates of obligation, revenue bonds, and related municipal financing instruments as needed, consistent with Texas law and industry standards.

### **Fiscal Impact:**

There is no immediate fiscal impact. Bond counsel fees are **contingent upon the issuance and sale of debt** and are typically paid from bond proceeds at closing

☒ **Budgeted**   ☐ **Requires Budget Amendment**

### **Source of Funding:**

**Urgency (0-5 = Low Urgency to High Urgency): 2**

**Impact (0-5 = Low Impact to High Impact): 3**

**Submitted by: R. Scott Dixon**



RECEIVED  
NOV 10, 2025  
4:03 PM  
ALC

# REQUEST FOR QUALIFICATIONS

## City of Castroville

### Bond Counsel Services

Jonathan Cranz  
817-878-9385  
[jonathan.cranz@kellyhart.com](mailto:jonathan.cranz@kellyhart.com)







## EXECUTIVE SUMMARY: QUALIFICATIONS FOR BOND COUNSEL

Kelly Hart & Hallman LLP (Kelly Hart) is pleased to submit this statement of qualifications to provide Bond Counsel services. We are a full-service, business-to-business law firm with a deep understanding of the legal needs of governmental entities in Texas.

### FIRM PROFILE

- Overview: Established in 1979, Kelly Hart is a full-service law firm with 163 attorneys and 243 total employees.
- Headquarters: Our main office is in Fort Worth, Texas, with additional Texas offices in Austin and Midland.
- Governmental Client Experience: Kelly Hart proudly serves as counsel to North Texas governmental entities, including the City of Fort Worth, Tarrant County, and the Fort Worth Transportation Authority.

### PUBLIC FINANCE & BOND COUNSEL EXPERIENCE

Kelly Hart's Public Finance Practice Group has more than 50 years of combined experience representing a wide range of clients, including cities, counties, schools, special districts, non-profit corporations, and investment bankers.

#### Direct Municipal Bond Experience

We serve as bond counsel for a wide range of municipalities. In addition to serving as bond counsel and co-bond counsel for the City of Fort Worth, Tarrant County, the Fort Worth Independent School District, and the Tarrant County Hospital District ("JPS"), we serve as bond counsel for the Fort Worth Transportation Authority ("Trinity Metro"), the City of Godley, the City of Sansom Park, the City of Hillsboro, the City of Crandall, the City of Ferris, and the Town of Westover Hills, among others.

**Our representation of the Fort Worth Transportation Authority for its first tax-exempt issuance was recognized by Bond Buyer as the "Bond Buyer Deal of the Year - Southwest Region for 2017". Additionally, our firm has represented the lead underwriters in connection with bond transactions that have been named by Bond Buyer as the "Bond Buyer Deal of the Year - Southwest Region" on three other occasions in the past six years.**

Our experience covers a wide array of municipal financing types, including general obligation bonds, a wide variety of revenue bonds, including sales tax and special assessment financings for public improvement districts. Our representation also includes serving as disclosure counsel for a variety of bond issuers.

#### Underwriter's Counsel Experience

Our experience as bond counsel is significantly broadened by our extensive work as underwriter's counsel. This includes representing investment bankers in financings for numerous municipalities, over 40 school districts, and frequently for the Dallas-Fort Worth International Airport, including on multiple \$1 billion+ bond issuances.

#### Scope of Bond Counsel Services

Our services as Bond Counsel are comprehensive and include:

- Preparing all legal proceedings for bond elections.
- Managing the issuance, sale, and delivery of Bonds.
- Submitting proceedings to the Attorney General of the State of Texas for approval.
- Obtaining registration of the Bonds by the Comptroller of Public Accounts.
- Delivering our legal opinion on the validity of the Bonds under Texas law and the tax-exempt status of the interest under federal law.





## EXECUTIVE SUMMARY: QUALIFICATIONS FOR BOND COUNSEL

### DESIGNATED BOND COUNSEL TEAM



**Brandon M. Hill** (Partner): Mr. Hill's practice focuses on representation of lenders, borrowers, and investors in various financing transactions. His public finance practice includes serving as bond counsel, underwriter's counsel, and bank's counsel in tax-exempt financings for municipalities and non-profit entities. He has extensive experience in financings for the City of Fort Worth, Tarrant County, Dallas-Fort Worth International Airport, FWISD, and numerous other political subdivisions. Mr. Hill is a member of the National Association of Bond Lawyers and the Southwest Association of Bank Counsel, and is a Fellow of the Texas Bar Foundation.

- **Education:** Texas Tech University School of Law, J.D., summa cum laude, 2006
- **Bar Admission:** State Bar of Texas, 2006



**Jonathan Cranz** (Of Counsel): Mr. Cranz specializes in public finance with experience representing both issuers and underwriters. As bond counsel, he has represented municipalities, counties, and special districts including school districts, hospital districts, municipal utility districts, water districts, and improvement districts. He has participated in financings for the City of Fort Worth, Tarrant County Hospital District, and numerous other state and political subdivisions. Mr. Cranz is a member of the National Association of Bond Lawyers and a Fellow of the Texas Bar Foundation.

- **Education:** SMU Dedman School of Law, J.D., cum laude, 2010
- **Bar Admission:** State Bar of Texas, 2010



**Robbie Clarke** (Partner): Mr. Clarke's practice focuses on representation of borrowers, lenders, and investors in a wide range of public and private financing transactions. His public finance experience includes serving as bond counsel, underwriter's counsel, and bank's counsel in tax-exempt and taxable financings for municipalities, counties, school districts, nonprofit entities, and special districts. He has participated in financings for the City of Fort Worth, Tarrant County, and numerous other Texas political subdivisions. In addition to his public finance work, Mr. Clarke advises clients in corporate and commercial matters, including mergers and acquisitions, corporate governance, and restructuring transactions.

- **Education:** Washington and Lee University School of Law, J.D., magna cum laude, 2011
- **Bar Admission:** State Bar of Texas, 2011; Virginia State Bar; District of Columbia Bar



**R. Daniel Settle, Jr.** (Of Counsel): Mr. Settle has over 40 years of experience in public finance, representing cities, counties, special districts, nonprofit corporations, investment bankers, and financial institutions. He has participated in financings for the City of Fort Worth, Tarrant County, Tarrant County Hospital District, Dallas-Fort Worth International Airport, FWISD, and numerous other entities. Mr. Settle is a member of the National Association of Bond Lawyers and the Southwest Association of Bank Counsel, and is a Life Fellow of the Texas Bar Foundation. He was named 2022 Best Lawyers® 'Lawyer of the Year' in Public Finance Law for Dallas/Fort Worth.

- **Education:** The University of Texas School of Law, J.D. with honors, 1972
- **Bar Admission:** State Bar of Texas, 1973





## EXECUTIVE SUMMARY: QUALIFICATIONS FOR BOND COUNSEL

### SUPPORTING GOVERNMENTAL PRACTICE AREAS

Our firm provides comprehensive legal support for municipal clients beyond bond financing.

- **Public and Administrative Law:** This team of 21 attorneys, led by a former Texas Secretary of State, helps clients navigate the complex overlap of law, policy, and government.
- **Zoning, Planning, and Land Use:** Our team brings over 30 years of expertise in land use, zoning, and permitting at the municipal level. We've represented the cities of Arlington and Waco and managed numerous high-profile zoning changes in Fort Worth.
- **General Litigation:** Our team of 45 attorneys specializes in handling complex cases for both plaintiffs and defendants in state and federal courts, as well as before administrative tribunals.

### PROPOSED BOND COUNSEL FEE SCHEDULE

Our fees for services as Bond Counsel are based on the par amount of each series of Bonds issued and are contingent on the issuance and sale of the Bonds.

- **First** \$50,000,000: \$1.00 per \$1,000  
*Minimum fee of \$20,000*
- **Next** \$50,000,000: \$0.75 per \$1,000
- **Over** \$100,000,000: \$0.50 per \$1,000
- **Refunding Bonds:** An additional fee not to exceed \$0.25 per \$1,000 of the par amount.

Bonds incorporating special revenues, such as public improvement district assessments, lease revenues, or similar structures issued by the City or a special entity thereof, such as a local government corporation, shall be determined on a mutually agreeable basis consistent with market rates at such time. Other special projects may be billed at hourly rates then in effect for the attorneys who work on such projects, in each case pursuant to billing rates to be pre-approved by the City.

### COMMITMENT TO HUB/M/WBE PARTNERSHIP

Kelly Hart is open to collaborating with any qualified HUB/M/WBE firm recommended by our clients as co-bond counsel. We have a strong track record of working with HUB/M/WBE firms for co-bond counsel services on behalf of governmental clients.



October 13, 2025

Mayor and City Council  
1209 Fiorella  
City of Castroville, Texas 78009

Re: Bond Counsel Representation

Dear Mayor and Council:

The Mayor has placed on the October 14, 2025 agenda request to terminate my firm's professional services contract due to a "potential/perceived" conflict of interest relating to tax increment reinvestment zones and public improvement district agreements with developers. Such an insinuation is not only deeply insulting, but also contrary to the entire basis on which my firm and I have built and maintain our legal practice.

Rather than contacting me to discuss his concerns, the Mayor chose to place this item on the agenda and include as a backup a statement indicating his perception. Had he granted me the professional courtesy of notice, I would have shared with the Mayor that -

- To avoid even the "perception" of a conflict of interest, neither me nor my firm represents private developers; our focus is municipal representation.
- The only third-party tax increment reinvestment zone agreements the City has entered into are with other **political subdivisions** – the County, the ESD, and the Hospital District – the result of which is **delivery to the City** of \$17 million in tax revenues it was otherwise not entitled.
- My preparation of development agreements with developers, including those that contemplate creation of public improvement districts and issuance of bonds, only served to negotiate and document the legal provisions of business terms which were negotiated and agreed upon by City staff and elected officials; actual issuance of PID bonds remains subject to Council discretion and, if the City so chooses, City bond counsel is legally required to facilitate such an issuance.
- Over the course of my representation I regularly decline fees for City-requested legal services that were deservedly owed by the City.
- Over the past three years, I (through my firm and my local non-profit corporation) have donated to the City over \$80,000 in cash to improve the swimming pool at Regional Park and to turn Lions Park into a usable play area, as well as five acre feet of water rights to permit operation of the splashpad and to water the field at Lions; this past summer, my family and I rebuilt the backstop at Lions.

If the Mayor's allegation of perceived or potential conflict stems from my private involvement in renovations to downtown area buildings and business, this involvement is well-known, was regularly disclosed to past City Councils, and was acknowledged by Council prior to my delivery of legal services (including the City's creation of a commercial tax increment reinvestment zone that includes the entire downtown area and north of Highway 90 to the City's western boundary). As evidence, the Council's publicly approved proclamation of support of the downtown development effort is included with this letter.

As a member of the American College of Bond Counsel, I have a skill set that is widely recognized in my industry as both distinguishable and unique. Castroville, as a community facing growth-related challenges, had and continues to have a need for the skill set I possess. When asked by prior elected officials and administration to assist with these challenges, I gladly accepted because of how deeply I care about this community – but this was never a representation that I sought out, nor is it one for which I am now willing to fight. Though it is clear to me that skills such as mine are and will continue to be needed by the City, neither my firm nor I will be involved with the provision of those services, as this letter serves as notice of my firm's immediate resignation as the City's bond counsel.

My decision regarding this matter is in absolutely no way intended to lend even the smallest level of credence or credibility to any accusation concerning intent behind my actions or my integrity. I have done this long enough to understand that election outcomes or policy changes often result in staff and consultant turnover. Fine...it happens. Alleging something more nefarious, though objectively false, as justification for a desired change is in fact evidence of the very offense of which I am now "perceived" of committing.

Whether known or appreciated, my firm and I have long served an important role to the City. As a resident and taxpayer, I certainly hope the City's determination to entrust these very important matters of growth management and debt issuance to the hands of professionals with no personal connection to this community, knowledge of its history, or vested interest in its future works to the benefit of its citizens. Since **perceived** – and not actual - conflict of interest based on developer involvement is the cited reason for seeking my termination, I can only trust that exclusive representation of municipalities – and not also private developers (which would result in **actual** conflict of interest) – will be a condition of any request for proposals seeking my replacement. I wish the City luck in this effort as, to my knowledge on the basis of my 25-years of professional experience, my firm and its 106-year history of municipal representation is the only Texas bond counsel firm possessing the requisite level of experience that can truthfully make this claim in the face of such a requirement.

Respectfully,



Clay Binford  
Partner





## PROCLAMATION

*WHEREAS*, Castroville City Council supports the efforts of the group of local residents and business owners participating in the Castroville Downtown Redevelopment Fund who are investing time, money, and effort to improve and enhance Castroville's historic downtown; and

*WHEREAS*, this group is investing in buildings and improvements to revitalize Castroville's historic downtown for regional and local enjoyment by protecting and enhancing the city's original architecture, and the purpose is to create in downtown Castroville a strategic mix of dining, retail, office, entertainment, and residential experiences ; and

*WHEREAS*, charm is the guiding principle which pervades all the group's design decisions; they will renovate using the architectural style that our Castroville ancestors would recognize; they intend to build with quality materials, mindful of our great, great grandchildren; they believe neighborhoods are welcoming when they have safe, walkable, and beautiful streetscapes, and they endeavor for their spaces to foster community, offering platforms for shared, public enjoyment of arts and culture; and

*WHEREAS*, they are patient capital that thinks in decades and generations and are not distracted by short term financial gains misaligned with this vision; and

*WHEREAS*, the city does not anticipate burdening existing citizens with higher taxes or utility bills to support this effort, but will otherwise assist in achieving the revitalization of downtown Castroville however possible; and

*WHEREAS*, any improvements to public utilities or other infrastructure will go through proper procedures and approvals; and

*WHEREAS*, the city encourages other individuals and groups to explore how they too can enhance and improve areas of Castroville needing attention and will support them with equal enthusiasm; and

**NOW THEREFORE**, I, Darrin Schroeder, Mayor and the City Council of the City of Castroville, do support the efforts of the people involved in the Castroville Downtown Development Fund.

*This* the 28th day of September, 2021

  
 DARRIN SCHROEDER  
 Mayor



# City Administrator's Report



**To:** Mayor Alexander & City Council  
**CC:** Staff  
**From:** R. Scott Dixon, City Administrator  
**Date:** November 12, 2025  
**Re:** City Administrator's Report

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Mayor and Council,

As always, there are many irons in the fire and lots happening in our wonderful Castroville! The items listed below are in no particular order and only cover some of the issues that have been inquired about or that council has requested to be kept up to date on. If you have any questions about any of these items or there are other things that you would like me to report on, please let me know.

## Drainage Projects

A soil compaction test of the paper street vehicular access area is currently being scheduled. Once appropriate compaction is confirmed, staff will begin establishing vegetative cover on the slope – vegetation must be established prior to installing the fleximat erosion control. The concrete headwalls will then be poured and additional street work will commence to address the water flows in the intersection at Geneva and Gentilz.

## Hwy 90 TxDOT Construction Project

Staff continues to coordinate with TxDOT's engineering consultant on the planned improvements to Hwy 90 and the 471 intersection. We are coordinating a meeting for the week of November 18<sup>th</sup> to get an update from TxDOT's consultant on the project.

## BMA Trail Access

Staff has requested to be placed on the BMA Board meeting agenda for Tuesday, December 9<sup>th</sup>. Staff will provide an update on the conversation with the BMA board following that meeting.

### Streets Improvement Plan

Following council's approval of the pavement assessment program at the October 14<sup>th</sup> council meeting, staff has coordinated with Good Roads to share the prior data that was collected. The pavement assessment was completed this past weekend. The data will be analyzed and a report of the findings will be shared with council at the December 16<sup>th</sup> meeting.

### CPSE Dispute

**No Change.** Attached to this report is a PUC order that was issued today denying an appeal by the PUC staff to include the WDS tariffs in the CPSE rate case. Staff views this as a positive outcome. Unfortunately, there is no further progress to report on either the requested meetings with CPSE's CEO or the one by Clark Hill with their legal counsel. We will continue to remind CPSE of these requests.

### WWTP Pond Closure

**No Change.** At the October 14<sup>th</sup> council meeting there was some discussion about Councilman King's role in providing professional services pro bono without a formal agreement of some kind. This matter will be discussed with legal counsel in an executive session at the November 19<sup>th</sup> meeting. Staff will also seek council's guidance on whether to re-engage Lochner on the WWTP pond closures.

### Community Center at Regional Park

As previously reported, the U.S. Government shut down has resulted in a significant delay in payment to the contractors working on the community center at regional park which in-turn has caused a stoppage in work. An updated timeline for completion of the project has been included with this report. The new finish date in February 23<sup>rd</sup> of 2026 which is approximately one month later than originally projected.

### Lion's Park Splash Pad

Staff is working with the splashpad contractor – Advanced Aquatics to conduct additional site assessments including camera capture of the water and sewer lines. A date for this work has not been set but is anticipated to take place within the next two weeks.

### County Streets Plan

**No Change -** The County continues to work on a draft Interlocal Agreement. City staff has begun working with County staff to estimate project scope and costs.

### Facilitated Council Workshop

**No Change -** Following council direction, staff is coordinating with Mayor Alexander to secure a

facilitator and schedule a workshop to establish the council's goals and objectives.

There is a lot going on in the City of Castroville! If I have left anything out of this report, it was not intentional. It is my pleasure to serve the people of Castroville!

Thank you,

A handwritten signature in blue ink, appearing to read "R. Scott Dixon".

R. Scott Dixon, MPA

City Administrator, Castroville, TX



Project: 2326 - Castroville Community Building

Status Date: 10/30/2025

All Tasks

Section XV, Item a.



ID	Task Name	% Complete	Duration	Start	Finish																
						25	Feb	Mar	Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025			2026			Qtr 2, 20
									Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
1	Project: Castroville Community	58%	250 days	3/6/2025	3/2/2026																
2	General Milestones	0%	250 days	3/6/2025	3/2/2026																
3	Pre-Construction Meeting	99%	0 days	3/6/2025	3/6/2025																
4	Notice to Proceed	99%	0 days	3/7/2025	3/7/2025																
5	Start Construction	99%	0 days	3/17/2025	3/17/2025																
6	Project Final Punch List	0%	5 days	2/24/2026	3/2/2026																
7	Substantial Completion	0%	0 days	2/23/2026	2/23/2026																
8	Start Owner Move-In	0%	0 days	3/2/2026	3/2/2026																
9	Delays	85%	163 days	3/26/2025	11/9/2025																
10	Weather Delay	100%	2 days	3/26/2025	3/27/2025																
11	Site - Submittal Revision	100%	10 days	4/5/2025	4/20/2025																
12	Weather Delay	100%	1 day	5/1/2025	5/1/2025																
13	Weather Delay	100%	2 days	5/5/2025	5/6/2025																
14	Weather Delay	100%	1 day	5/8/2025	5/8/2025																
15	Weather Delay	100%	1 day	5/23/2025	5/23/2025																
16	Weather Delay	100%	5 days	5/26/2025	5/31/2025																
17	Weather Delay	100%	3 days	6/11/2025	6/13/2025																
18	Weather Delay	100%	1 day	6/15/2025	6/16/2025																
19	Weather Delay	100%	1 day	6/21/2025	6/21/2025																
20	Weather Delay	100%	3 days	6/29/2025	7/2/2025																
21	Weather Delay	100%	1 day	7/4/2025	7/4/2025																
22	Weather Delay	100%	1 day	7/6/2025	7/6/2025																
23	Weather Delay	100%	1 day	7/15/2025	7/15/2025																
24	Weather Delay	100%	1 day	7/26/2025	7/26/2025																
25	Government Shut Down	73%	40 days	10/1/2025	11/9/2025																
26	Construction	56%	245 days	3/6/2025	2/23/2026																
27	Construction Milestones	0%	253 days	3/6/2025	2/23/2026																
28	Site - Utility Connections Established	0%	0 days	3/6/2025	3/6/2025																
29	Foundation Work Completed	0%	0 days	8/12/2025	8/12/2025																
30	Structural Framework Completed	0%	0 days	8/6/2025	8/6/2025																
31	Roof Installed	0%	0 days	12/3/2025	12/3/2025																
32	Exterior Walls Completed	0%	0 days	12/24/2025	12/24/2025																
33	Windows and Doors Installed	0%	0 days	12/17/2025	12/17/2025																
34	Interior Framing and Drywall Completed	0%	0 days	1/14/2026	1/14/2026																
35	MEP Rough-Ins Completed	0%	0 days	1/19/2026	1/19/2026																
36	Interior Finishes Completed	0%	0 days	2/20/2026	2/20/2026																
37	Exterior Finishes Completed	0%	0 days	1/13/2026	1/13/2026																

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ID	Task Name	% Complete	Duration	Start	Finish													2026			
						25	Feb	Mar	Qtr 2, 2025		Qtr 3, 2025		Qtr 4, 2025		Dec	Qtr 1, 2026		Qtr 2, 2026			
38	Furniture, Artwork & Signage Completed	0%	0 days	2/23/2026	2/23/2026															◆ 2/23	
39	Final Walkthrough and Punch List Completed	0%	0 days	2/23/2026	2/23/2026															◆ 2/23	
40	Site Work	75%	245 days	3/6/2025	2/23/2026			◆													
41	Site - Start	99%	0 days	3/17/2025	3/17/2025			◆ 3/17													
42	Site - Finish	0%	0 days	3/6/2025	3/6/2025			◆ 3/6													
43	Site - Earth Work	96%	202 days	3/17/2025	1/2/2026																
44	Site - Erosion and Sedimentation Control	100%	3 days	3/17/2025	3/19/2025			3/17		3/19											
45	Site - Protect Existing Trees as Required	100%	5 days	3/20/2025	3/26/2025			3/20		3/26											
46	Site - Excavation and fill As Required	100%	61 days	3/19/2025	6/12/2025			3/19			6/12										
47	Site - Final Grading	0%	3 days	12/31/2025	1/2/2026											12/31		1/2			
48	Site Utilities	100%	118 days	3/26/2025	9/11/2025																
49	Delay due to heavy rains	100%	4 days	3/26/2025	3/31/2025			3/26		3/31											
50	Rework on Site Eart Work Scope due Heavy Rain	100%	4 days	4/1/2025	4/4/2025			4/1		4/4											
51	Site - Submittal Revision	100%	10 days	4/5/2025	4/20/2025			4/5		4/20											
52	Weather Delay	100%	3 days	5/28/2025	6/1/2025					5/28		6/1									
53	Weather Delay	100%	2 days	6/11/2025	6/12/2025					6/11		6/12									
54	Site - Non-Potable/Raw Water Piping and Structures	100%	26 days	4/21/2025	5/27/2025			4/21		5/27											
55	Site - Sanitary Sewerage Piping and Structures	100%	26 days	4/21/2025	5/27/2025			4/21		5/27											
56	Site - Re-Work due Weather Conditions - Non-Potable/Raw Water Piping and Structures	100%	5 days	6/2/2025	6/6/2025					6/2		6/6									
57	Site - Electrical Structures	100%	5 days	7/1/2025	7/8/2025					7/1		7/8									
58	Site - Communication, TSS, & Telecom Ductbanks and Structures	100%	5 days	7/1/2025	7/8/2025					7/1		7/8									
59	Site - Site Lighting Works	100%	7 days	9/3/2025	9/11/2025						9/3		9/11								
60	Site - Other Features	0%	244 days	3/6/2025	2/20/2026																
61	Site - Construct Sidewalks	0%	20 days	1/5/2026	1/30/2026											1/5		1/30			
62	Site - Parking Lots	0%	14 days	1/13/2026	1/30/2026											1/13		1/30			
63	Site - Install Site Fences and Gates	0%	15 days	2/2/2026	2/20/2026											2/2		2/20			
64	Site - Install Exterior Signage	0%	3 days	3/6/2025	3/10/2025			3/6		3/10											
65	Site - Ready for Punch List	0%	0 days	2/23/2026	2/23/2026															◆ 2/23	
66	Main Building	51%	231 days	4/7/2025	2/23/2026																
67	Main Building - Foundations	100%	89 days	4/7/2025	8/12/2025																
68	Main Building - Layout and Excavate	100%	9 days	4/7/2025	4/17/2025			4/7		4/17											
69	Main Building - Form / Rebar Footings & Grade Beams	100%	11 days	6/9/2025	6/23/2025					6/9		6/23									
70	Main Building - Below/In-Slab Electrical & Plumbing Rough-In	100%	9 days	6/9/2025	6/19/2025					6/9		6/19									
71	Main Building - Vapor Barrier	100%	3 days	6/20/2025	6/24/2025					6/20		6/24									
72	Main Building - Place Concrete	100%	1 day	6/25/2025	6/25/2025					6/25		6/25									
73	Main Building - Concrete Curing	100%	13 days	6/26/2025	7/14/2025					6/26		7/14									
74	Main Building - Termicide	100%	1 day	8/12/2025	8/12/2025						8/12		8/12								

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ID	Task Name	% Complete	Duration	Start	Finish													2026			
						25 Feb	Mar	Qtr 2, 2025		Qtr 3, 2025		Qtr 4, 2025		Qtr 1, 2026		Qtr 2, 2026					
								Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
75	Main Building - Wood Structure	100%	23 days	7/7/2025	8/6/2025																
76	Main Building - Erect Wood Main Columns	100%	9 days	7/7/2025	7/17/2025																
77	Main Building - Install Wood Roof Frame	100%	6 days	7/30/2025	8/6/2025																
78	Main Building - Exterior Wall	84%	123 days	7/7/2025	12/24/2025																
79	Main Building - Install Exterior Wall Wood Frame	100%	9 days	7/7/2025	7/17/2025																
80	Main Building - Exterior Wall Wood Blocking	100%	15 days	7/21/2025	8/8/2025																
81	Main Building - Exterior Wall Mechanical Plumbing Preparations	100%	5 days	8/4/2025	8/8/2025																
82	Main Building - Exterior Wall Electrical Raceways and Boxes	100%	21 days	8/4/2025	9/1/2025																
83	Main Building - Exterior Wall Telecom Raceways	100%	13 days	8/14/2025	9/1/2025																
84	Main Building - Exterior Wall Sound Attenuation and Insulation Installation	0%	15 days	12/4/2025	12/24/2025																
85	Main Building - Exterior Wall Sheathing	100%	13 days	7/18/2025	8/5/2025																
86	Main Building - Roofing	30%	84 days	8/4/2025	12/3/2025																
87	Main Building - Install Roof Cover	100%	10 days	8/4/2025	8/15/2025																
88	Main Building - Frame Porch	21%	43 days	9/19/2025	11/18/2025																
89	Main Building - Install Roofing System	0%	10 days	11/19/2025	12/3/2025																
90	Main Building - HVAC	46%	91 days	8/18/2025	12/29/2025																
91	Main Building - Place HVAC Equipments	100%	32 days	8/18/2025	9/30/2025																
92	Main Building - Install HVAC Equipments	3%	36 days	10/1/2025	11/21/2025																
93	Main Building - AH Unit	0%	3 days	12/25/2025	12/29/2025																
94	Main Building - Rough-In	64%	143 days	7/14/2025	2/4/2026																
95	Main Building - Electrical Rough-In	98%	116 days	8/11/2025	1/19/2026																
96	Main Building - O/H Power/Lighting Raceways and Boxes	100%	25 days	8/11/2025	9/12/2025																
97	Main Building - O/H Telecom Raceways	100%	25 days	8/11/2025	9/12/2025																
98	Main Building - O/H Fire Alarm System	100%	25 days	8/11/2025	9/12/2025																
99	Main Building - Power/Lighting Raceways and Boxes	100%	25 days	8/11/2025	9/12/2025																
100	Main Building - Telecom Raceways	100%	25 days	8/11/2025	9/12/2025																
101	Main Building - Fire Alarm System (By Owner)	0%	3 days	1/15/2026	1/19/2026																
102	Main Building - Mechanical Rough-In	35%	78 days	8/25/2025	12/10/2025																
103	Main Building - O/H Duct Work Installation	38%	63 days	8/25/2025	11/24/2025																
104	Main Building - O/H Ductwork Insulation	0%	5 days	12/4/2025	12/10/2025																
105	Main Building - Architecture Rough-In	40%	148 days	7/14/2025	2/4/2026																
106	Main Building - Install Interior Wall Wood Frame	100%	20 days	7/14/2025	8/8/2025																
107	Main Building - Interior In-Wall Wood Blocking	100%	20 days	7/14/2025	8/8/2025																
108	Main Building - Interior Wall Sheathing	0%	30 days	12/4/2025	1/14/2026																
109	Main Building - Install Preparation for Millwork	0%	15 days	1/15/2026	2/4/2026																
110	Main Building - Install Door Frame	0%	8 days	11/26/2025	12/5/2025																
111	Main Building - Install Window Frame	0%	8 days	11/26/2025	12/5/2025																

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						25			Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025			2026			Qtr 2, 20	
						Feb	Mar		Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
112	Main Building - Interior Final Finishes	0%	63 days	11/26/2025	2/20/2026																	
113	Main Building - Ceiling	0%	27 days	1/15/2026	2/20/2026																	
114	Main Building - Hard Ceiling	0%	17 days	1/15/2026	2/6/2026													1/15		2/6		
115	Main Building - Install Ceiling Light Fixtures	0%	10 days	2/9/2026	2/20/2026														2/9		2/20	
116	Main Building - Ceiling Finishes	0%	18 days	1/22/2026	2/16/2026													1/22		2/16		
117	Main Building - Wall	0%	51 days	11/26/2025	2/4/2026																	
118	Main Building - Install Exterior Doors	0%	8 days	11/26/2025	12/5/2025													11/26		12/5		
119	Main Building - Install Interior Doors	0%	8 days	12/8/2025	12/17/2025													12/8		12/17		
120	Main Building - Install Windows	0%	8 days	11/26/2025	12/5/2025													11/26		12/5		
121	Main Building - Wall Paint	0%	10 days	1/15/2026	1/28/2026													1/15		1/28		
122	Main Building - Wall Tile	0%	5 days	1/15/2026	1/21/2026													1/15		1/21		
123	Main Building - Wall Covering	0%	5 days	1/15/2026	1/21/2026													1/15		1/21		
124	Main Building - Install Wallbase	0%	5 days	1/26/2026	1/30/2026													1/26		1/30		
125	Main Building - Install Bathrooms Fixtures	0%	5 days	1/22/2026	1/28/2026													1/22		1/28		
126	Main Building - Install Millwork	0%	10 days	1/22/2026	2/4/2026													1/22		2/4		
127	Main Building - Floor	0%	8 days	1/15/2026	1/26/2026																	
128	Main Building - Install Floor Tile	0%	8 days	1/15/2026	1/26/2026													1/15		1/26		
129	Main Building - Floor Polished Concrete	0%	5 days	1/15/2026	1/21/2026													1/15		1/21		
130	Main Building - Floor Sealed Concrete	0%	5 days	1/15/2026	1/21/2026													1/15		1/21		
131	Main Building - Exterior Main Building Finishes	0%	26 days	12/8/2025	1/13/2026																	
132	Main Building - Application of Stucco at Walls	0%	17 days	12/8/2025	12/30/2025													12/8		12/30		
133	Main Building - Exterior Paint Final Finish at Façade	0%	10 days	12/31/2025	1/13/2026													12/31		1/13		
134	Main Building - Furniture, Signage and Artwork	0%	5 days	2/17/2026	2/23/2026																	
135	Main Building - Furniture By Owner	0%	5 days	2/17/2026	2/23/2026																	
136	Main Building - Furniture Installation by Owner	0%	5 days	2/17/2026	2/23/2026														2/17		2/23	
137	Main Building - Signage	0%	2 days	2/17/2026	2/18/2026																	
138	Main Building - Interior Signage	0%	2 days	2/17/2026	2/18/2026														2/17		2/18	
139	Main Building - Ready for Punch List	0%	0 days	2/23/2026	2/23/2026																	