



City Council Regular Called Meeting Agenda

COUNCIL CHAMBERS - 1209 FIORELLA STREET

Tuesday, July 08, 2025

6:00 PM

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

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Invocation

V. 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.

VI. Consent Agenda:

[a.](#) Minutes for June 24, 2025 Regular Called Meeting

VII. Presentations

a. Recognition Award to Castroville Animal Services from Best Friends Animal Society on achieving 90% save rate for 2024.

VIII. Mayor's Report

a. Mayor Alexander will speak on the following topics:

a. 4th of July Parade

b. Transparency/Citizen Engagement

c. Fiscal responsibility / Debt Management

d. Drainage System Maintenance

e. Advisory Boards & Commissions

f. Development Agreements

IX. City Council Liaison Reports

Airport Board - June 2, 2025 - Martinez

Historic Landmark Commission - June 15, 2025 - King

Library Board - June 12, 2025 - Lee

Parks and Recreation - June 18, 2025 - Mer

Planning and Zoning Commission - No meeting

Zoning Board of Adjustment - No meeting

X. Discussion and Action Items

- [a.](#) Discussion and appropriate action related to the Garcia Creek Stabilization drainage project.
- [b.](#) Discussion and possible action to award Hydro Resources Mid Continent, Inc. to construct Package 1- Flat Creek Water Well and Road project.
- [c.](#) Discussion and appropriate action on approval of the revision of Section 14.C(2) and the addition of new Section 14.C(4) to allow staff discretion in adjusting sewer billing due to anomalous usage.
- [d.](#) Discussion and appropriate action to authorize the Mayor to sign a contract for solid waste services with South Texas Refuse Disposal (STRD) with a commencement date of October 01, 2025.
- [e.](#) Discussion and appropriate action regarding the acquisition of additional water rights.
- [f.](#) Discussion and appropriate action to authorize the City Administrator to negotiate a contract for the design of the City Hall project.
- [g.](#) Discussion and take appropriate action regarding the Medina County First Responder event sponsorship.
- [h.](#) Discussion and appropriate action regarding a proposed remodel of the municipal airport terminal to relocate the manager's office and pilot's lounge.
- [i.](#) Discussion and appropriate action regarding the price charged for full service Jet A fuel at the municipal airport.

XI. City Administrator Report

- [a.](#) WWTP Dam and ponds, Drainage Project Progress, RRC Gas Audit, Council A/V, CPSE Dispute

XII. Discussion on Future Agenda Items

XIII. 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 July 2, 2025 before 7:15 p.m.

/s/ Debra Howe
City Secretary

**CITY OF CASTROVILLE CITY COUNCIL
REGULAR CALLED COUNCIL MEETING
1209 Fiorella
City Council Chambers
June 24, 2025
Tuesday
5:00 P.M.
MINUTES**

I. CALL TO ORDER

Mayor Bruce Alexander called the meeting to order at 5:01 p.m.

Mayor Alexander recessed the meeting to go into Executive Session at 5:02 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: Section 551.072 (Deliberation Regarding Real Property)

A. Approximately 4.5 acres of land in Medina County for future facilities

B. Approximately 17 acres of land in Medina County for future parkland

Opened: 5:04 p.m.

Closed: 5:46 p.m.

III. Reconvene in open session

Mayor Alexander reconvened in open session at 6:00 p.m.

IV. ROLL CALL

Present:

Mayor Bruce Alexander

Mayor Pro Tem Sheena Martinez

Councilmember Houston Marchman

Councilmember Phil King

Scott Dixon, City Administrator

Debra Howe, City Secretary

Jonah Chang, Parks and Recreation Director

Mike Haley, Airport Manager

Absent:

Councilmember David Merz

Councilmember Robert Lee

V. PLEDGE OF ALLEIGENCE

VI. INVOCATION

Mayor Bruce Alexander 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.

Helen Delevan, 1105 Lisbon, spoke to the city council on not drainage issues but the proposed UDO. Ms. Delevan said she had become more involved in learning about the UDO process after hearing some people wanted to stop the project. Ms. Delevan felt the large amount of money spent on the UDO should not be for nothing. Ms. Delevan said she had went so far, as to contacted her grandson and asked his opinion reading his response on what he felt his generation wanted - density, amenities, and walkability. Ms. Delevan said after reviewing and seeing where the original historic area and older subdivisions would not be affected she felt there were more pros than cons and was in favor of the City Council adopting and moving on.

Ms. Delevan thanked the City Council for what they did for the city.

Priscilla Garrett, 702 Florence, spoke to the City Council on participating on the UDO as a member of the PAC Committee, planning and zoning commission, and historic landmark commission. Ms. Garrett said the document had been changed several times to address the citizens concerns and Ms. Garrett felt inside the “horseshoe” they were protected with the proposed UDO and the restrictions in the historic district. Ms. Garrett said in 2014 the City Council included in the Master Plan the city was to review the Land Use Plan every three years, the city would revise the zoning and subdivision ordinances to implement the policies in the Land Use Plan, and the city was to develop a hybrid zoning code which maintained the traditional zoning ordinance and added form based zoning techniques which would concentrate on design-based elements. Ms. Garrett felt the city had not done any of these in the last 10 years. Ms. Garrett said the UDO would do all of what was spoken of in the Master Plan. Ms. Garrett said the UDO could be changed as the current CZO was being done when needed and she felt it would be irresponsible with the taxpayers money if the city council did not adopt.

Ali Welch, 704 Lisbon, spoke on being a member of the parks and recreation board and her work with special needs children. Ms. Welch wanted to see support from the City Council for an all-inclusive playground in the city. Ms. Welch said the closest one was 24 miles away and if the city could build it, it would show the heart of the city and be appreciated by so many.

Adriana Arrington-Calk, 1114 Gentilz, member of the parks and recreation board, spoke to the city council on the Texas Parks and Wildlife Grant application for park improvements. Ms. Arrington-Calk said the funds would be used for playground improvements. Ms. Arrington-Calk handed out a copy to the City Council on the survey results on what citizens wanted.

Lori Marchman, 1616 San Jacinto, thanked the city council and staff for the notification on the siren drill held that day. Ms. Marchman said that it was the first one she had heard and was pleased they were tested.

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Patrick Conner, 811 Washington, asked Mayor Alexander if he thought the UDO would bring higher density. (During citizen comments Mayor nor City Council could respond). Mr. Conner felt the UDO would not cause higher density and was unclear as to why some citizens were still so angry over the development that did not happen. Mr. Conner spoke on the Lions Park not being a good park in the past but with the changes was one they enjoy now. He was in support of park improvements.

Kyle McVay, 307 Madrid, said the current CZO had loopholes and one was no lot sizes noted. Ms. McVay said the UDO was like a recipe and could be tweaked when necessary, and citizens had been involved with the UDO process and wanted to move forward. Ms. McVay said the current CZO was over 20 years old and gave an example of the city not looking at the future saying TxDOT had approached the city about 25 years ago, offered a bypass to help with traffic and the city did not take the offer and they had not offered again. Ms. McVay wanted the City Council to look at the future and listen to the citizens.

VIII. CONSENT AGENDA

- a. Minutes for May 27, 2025 Regular Called Meeting
- b. Minutes for June 10, 2025 Regular Called Meeting
- c. Authorize the Mayor to sign a contract for solid waste services with South Texas Refuse Disposal (STRD) with a commencement date of October 01, 2025.

Mayor Alexander requested 8c. contract for solid waste services be removed from the consent agenda and brought back at the July 8th meeting.

A motion was made by Councilmember Martinez and duly seconded by Councilmember King to and table c. contract for solid waste services with South Texas Refuse Disposal (STRD) to be brought back July 8th meeting. A vote was taken (3:0 all ayes), the motion carried by all present.

A motion was made by Councilmember Martinez and duly seconded by Councilmember Marchman to approve the consent agenda items a. and b. minutes for May 27, 2025 and June 10, 2025. A vote was taken (3:0 all ayes), the motion carried by all present.

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

No action was taken.

X. DISCUSSION AND ACTION ITEMS

a. Consider and take appropriate action on applications submitted for open board and commission positions

City Secretary Debra Howe briefed the city council on the applications received for open positions on the Airport and Parks and Recreation Advisory Boards, Planning and Zoning Commission, and Zoning Board of Adjustments. Ms. Howe said the Airport Board had five positions open and five applications to consider. One of the applicants – Michael Torres may not make the meeting, as his flight had been delayed out of Dallas. Mike Haley, Airport Manager was in attendance to answer any questions on the board. First applicant was Kim Torres, 359 Baues Ln., Castroville, an American Airline pilot who spoke on moving to Castroville area and wanting to serve in the community. Ms. Torres said her background in airport safety and being an

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active general aviation pilot would be a good fit for the board. David Ortega, 349 West White Oak, Castroville, said his background was retired, an aircraft builder, owner, and a pilot would be a benefit.

Mr. Ortega was a current member of the Pipe Creek Canyon Airport Board near Kelly Airforce base and with his experience would like to help with the changes coming to the area. John Klaerner, 1243 Earlston Dr., San Antonio, current board chairman, spoke on his request to be reappointed to the board. Mr. Klaerner said he was currently serving as chairman, a tenant at the airport, and had a background with different airport boards. Mr. Klaerner wished to continue to serve in Castroville. Karen Fifield, 805 Washington, spoke on her being a lifelong member of the community and although she did not have any aviation experience, she had no special interests for any conflicts serving could bring, would use common sense and good judgment if she was appointed. Mayor Alexander provided the City Council with his recommendations for appointments to the Airport Board, appointing John Klaerner, Karen Fifield, David Ortega to the full board and Kim Torres to alternate position. Before the City Council made a motion Michael Torres, 359 Bauer, Castroville, arrived and spoke on his experience as a Boeing Flight Testing Engineer, a private pilot, airplane owner, and retired military. Mr. Torres hoped he would be considered and felt with his knowledge of aviation he could be a benefit to Castroville.

A motion was made by Councilmember Martinez and duly seconded by Councilmember King to reappoint John Klaerner to full board position #5 with a term ending in 2027; Michael Torres to a full board position #1 for a term ending in 2027; David Ortega to a full board position #3 for a term ending in 2027; and Kim Torres to alternate position #1 for a term ending in 2026; and Karen Fifield to alternate position #2 for a term ending in 2027. A vote was taken (3:0 all ayes), the motion carried by all present.

Ms. Howe said for the Parks and Recreation Advisory Board there were two full board and one alternate position open. There was one application submitted by Ali Welch for reappointment for the city council to consider.

A motion was made by Councilmember Martinez and duly seconded by Councilmember King to reappoint Ali Welch to full board position #1 for a term ending in 2027. A vote was taken (3:0 all ayes), the motion carried by all present.

Ms. Howe said there were two full board positions open for the Planning and Zoning Commission and four applications submitted. Kyle McVay, 307 Madrid, Castroville, spoke on her request to be considered for reappointment. Ms. McVay said she would like to continue to serve as a member of the Planning and Zoning Commission. Jim Welch, 705 Lisbon, Civil Engineer with Pape Dawson, and current chairman spoke on his request for reappointment. Mr. Welch said he and his wife had been in Castroville for 10 years and he felt his experience could benefit the city and wanted to continue to serve the city. Valarie Solis, 1216 Constantinople, Castroville, spoke on her upcoming retirement and wanting to use her passion for shaping the city in the future by serving on the Planning and Zoning Commission. James "Tyne" Tiller, 2112 Geneva Court, Castroville, spoke on his moving to Castroville about five years ago for his children to grow up a community such as Castroville. Mr. Tiller felt his experience in the oil fields doing value project management, also experience as a small business owner in the construction industry would serve him well if he was considered for a position on the board. Mayor Alexander asked Mr. Tiller if not appointed to the Planning and Zoning Commission would he be agreeable to his second choice the Zoning Board of Adjustments. Mr. Tiller said he would. Mayor Alexander gave his recommendations to the city council on appointing Jim Welch and Valarie Solis to the Planning and Zoning Commission. Mayor Alexander thanked Ms. McVay for her time served but wanted to move on to new members.

A motion was made by Councilmember King and duly seconded by Councilmember Martinez to reappoint Kyle McVay and Jim Welch to the Planning and Zoning Commission.

Councilmember Martinez had questions before the vote was taken on a discussion at an earlier meeting on members of the boards serving on more than one board. Councilmember King said the discussion had been that if someone served on certain boards (Historic Landmark and the Planning and Zoning Commissions) it could be a conflict during an appeals process as the Planning and Zoning Commission was the appeals board for the Historic Landmark Commission decisions. **A vote was taken (1 aye: 2 nays (Martinez, Marchman) the motion was denied.**

A motion was made by Councilmember King and duly seconded by Councilmember Marchman to reappoint Jim Welch to full board position #3 and appoint Valarie Solis to full board position #4 for terms ending in 2027. A vote was taken (3 ayes: 0 nays) the motion carried by all present.

Ms. Howe said the city had received one application from current member Milton Theis Jr. to be considered for reappointment. Mr. Theis spoke on his involvement with the city as a past councilmember and mayor pro tem. Mr. Theis had served for several terms on the Zoning Board of Adjustment and wished to be considered for an additional term. James “Tyne” Tiller had already been asked by the Mayor if he would consider a position on the board and agreed.

A motion was made by Councilmember Martinez and duly seconded by Councilmember Marchman to reappoint Milton Theis Jr. to the full board position #4 and appoint James “Tyne” Tiller to alternate position #2 for terms ending in 2027. A vote was taken (3 ayes: 0 nays) the motion carried by all present.

b. Discuss and take appropriate action to adopt a resolution authorizing and approving publication and posting of notice of intention to issue combination tax and revenue certificates of obligation and other matters in connection therewith

City Administrator Scott Dixon briefed the City Council on options presented at the last council meeting. Mr. Dixon said the city could issue debt for \$3.5 million to be paid out of the Utility Fund for the water well project, they could issue \$3.5 – \$4.5 million out of the General Fund for general fund projects listed as: Library Expansion, New Police Department Building, Park Improvements, Street Rehabilitation Projects, City Hall Remodel, and Downtown Revitalization Efforts to name a few. Mr. Dixon said the City Council could choose others if they wished. Mr. Dixon said the city council could use general funds for the utility projects if they chose to. Mr. Dixon said a third option was to issue debt to go out and buy water rights and pay back out of the water acquisition fund. Mr. Dixon said the current rate was \$12,500 per acre foot and with the amount collected to date the city could issue debt for \$1.5 million for purchasing water rights. Mr. Dixon said the purchasing was not urgent for the city as the city would be receiving more water rights from the developments and he asked the City Council if they wanted to borrow money for this option. Councilmember King was in favor of issuing \$3.5 million now and waiting until the full City Council could discuss the projects suggested. Mr. Dixon said the city would need a well when the city had over 2,500 connections. Mayor Alexander said the city had three systems and he had spoken with the city engineering firm RESPEC on the well project and there could be changes made to the current system and not have to dig a new well. Mayor Alexander said the city councils had been speaking on an elevated storage tank since the 1990’s and he did agree the city needed an elevated tank on the east side of town to meet the needs and have the pressure. Mayor Alexander did not think the city needed the well at this time but to use the \$3.5 million for connection upgrades. Mr. Dixon said he would have a conversation with RESPEC as the city was going

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by their recommendations for the new well and the well would be on city owned property and was for the city not the developers. Councilmember Marchman asked about the General Fund Projects other than the Police Department Building. Mr. Dixon said only the unfunded CIP projects were left. Councilmember Martinez asked about the drainage project for the Athens area. Mr. Dixon said the \$1.8 million borrowed from the Drainage Fund was for improvements to Garcia Creek, bar ditches, and lowering of streets. Mr. Dixon said the City Council could add new projects if they wished. Ms. Martinez was in favor of the police department getting a new building. Councilmember King said the city was obligated now for the water well from previous City Council approval. Mayor Alexander said he was not in favor of any new debt issuance unless an emergency. Mayor Alexander did not support Certificates of Obligations being issued for future projects, need to be identified. Councilmember Marchman asked what legal issues would arise with not doing the water well project if the city wanted to back out of the development agreements. Mr. Dixon said legal counsel would have to be consulted and they would have to look at the cost for legal fees vs. the well project. Councilmember King said the developer was moving forward under the agreement and the city had obligations. Mr. King said the development was in the city's CCN so the city would still have to provide services. Councilmember Marchman asked if the city had to have an elevated tank. Mayor Alexander said an elevated tank was needed on the east side of town. Mr. Marchman asked the cost for a tank. Mr. Dixon said it would be approximately \$22 million. Mark McLiney, SAMCO was present and said in issuing notice of intent and the issuing of the Certificates of Obligation it was all in the timing. Mr. McLiney said if the City Council approved at this meeting they would issue the notice of intent with an August 26th date to sale the bonds. Mr. McLiney said the Certificates of Obligation for water rights with general funds had to be completed before the tax rate was set in September. Mayor Alexander asked if the July 8th meeting was too late to issue the notice. Mr. Dixon said if the Mayor could call a recess to check dates for meetings.

Mayor Alexander recessed the meeting at 7:34 p.m.
Mayor Alexander reconvened in open session at 7:45 p.m.

Mr. Dixon said he had checked the dates for setting the tax rate and the July 8th meeting would meet the requirements for issuing the certificates of obligation. Council was asked which of the amounts they were in favor of. Councilmember Marchman was in favor of approving the \$3.5 million for the water well and asked if they separated the certificates of obligations what the difference in cost was. Mr. McLiney said a percentage plus 25% for doing separate issuances. Councilmember Martinez was in favor of the \$3.5 million for the water well and wanted to have funds to get a new police department building. Ms. Martinez said it would make more sense to combine into one and save money. Ms. Martinez said the hardware store and Tractor Supply had been robbed a few weeks before and she wanted the police department to have what they needed to keep Castroville safe. Councilmember King was in favor of the \$3.5 million for the water well and the \$8 million total. City Administrator Dixon said if the city council approved the \$8 million issuance the rate would stay flat because the greater value came from new growth. Councilmember Marchman said he was in favor of issuing one certificate of obligation for \$8 million to save money.

A motion was made by Councilmember Marchman and duly seconded by Councilmember King to adopt a resolution authorizing and approving publication and posting of notice of intention to issue combination tax and revenue certificates of obligation in the amount of \$8 million and other matters in connection therewith. A vote was taken (3:0 all ayes), the motion carried by all present.

c. Discuss and take appropriate action regarding the City of Castroville's sewer rate winter averaging methodology

Terry Beck, 104 Harvest Moon, Castroville, was recognized to speak on his sewer rates. Mr. Beck said his current sewer charge was \$213.35, 12 months prior was \$170.00, prior to that it was \$130.00. Mr. Beck thanked Mr. Dixon for taking the time to show him how to read the new meter information. Mr. Beck did see where his increase was from watering landscape, not a leak. Mr. Beck said it was expensive trying to keep alive and had spoken with other cities and they had lower rates. Mr. Beck felt a second meter for irrigation might be the answer but he didn't know if the cost of utilities kept going up if he could continue to live in Castroville. Mr. Beck asked the City Council to look at some type of relief, ways to fix. Mayor Alexander said he had a lot of people contact him asking for change. City Administrator Dixon said he had been asked to bring back options and provided four for the City Council to consider. Mr. Dixon said currently the city did a winter sewer averaging of four months and throwing out the highest. Mr. Dixon said the first option would be to take the two lowest months of the four months winter average, throwing out the highest two months. Mr. Dixon said another option was to allow reversion to prior year average for customers with higher averages for the next year caused from leaks or higher irrigation. Third option establish a maximum sewer charge and the fourth to promote or require a separate meter for irrigation purposes. Mr. Dixon said all had pros and cons. Mayor Alexander said the original purpose of winter averaging was more accurate in water going through the house not watering yards as in the summer months. Councilmember King was in favor of the lowest averaging of two months out of four in the winter averaging. Mr. Dixon said the sewer rates were not a profit generator, but a cost recovery due the sewer plant build was necessary. The City Council debated the best options and directed staff to bring back amendments to the utility policy with a four month winter averaging throwing out the highest two months and average lowest for following year's rate, including an appeals process of reviewing the previous two years usage for comparison.

f. Discussion and possible action on entering into an agreement with GRANTWORKS, INC. for preparation and submission of a grant application to the Texas Parks and Wildlife Department (TPWD) for the City of Castroville

Parks and Recreation Director Jonah Chang briefed the City Council on having GRANTWORKS, Inc to prepare and submit an application for a \$750,000 50/50 matching grant from the TPWD in the next grant cycle. Mr. Chang said Lions Park was situated one half of a mile of three of the five districts and improvements were needed. Mayor Alexander clarified the city was not obligated to fund unless grant was received and with City Council approval. Mr. Chang said that was correct. City Councilmembers questioned the \$7,000 cost for GRANTWORKS administrative fees to write and submit and felt staff should be able to write. Mr. Dixon said there were funds in the budget to cover the cost of the application and Mr. Chang said he would be going to grant writing classes soon but recommended the grant consultants submit this application. Councilmember Martinez was in favor of an all inclusive park for the city, was a good investment and would be used.

A motion was made by Councilmember King and duly seconded by Councilmember Marchman to enter into an agreement with GRANTWORKS, INC. for and submission of a grant application to the Texas Parks and Wildlife Department (TPWD) for the City of Castroville. A vote was taken (3:0 all ayes), the motion carried by all present.

XI. City Administrator Report

- a. The City Administrator will provide updates on the following items: recent flooding, council A/V, WTG gas line inspection, Flat Creek water well project, Annual Employee Appreciation, Castroville Cares Initiative, WWTP Pond Closure, Geneva Drainage Channel, Garcia Creek Drainage Project, Annual Budget Process, Commercial Developments**

Mayor Alexander said he had been out of state during the recent rains and had asked City Administrator Dixon to check the holding ponds for any flooding. Mayor Alexander said the city needed to go further on drainage work and maintenance. Mayor Alexander said the city needed to rent equipment and do more. Mr. Dixon said the drainage project had begun with work starting downstream and going up. Councilmember Marchman thanked Mr. Dixon for coming out and speaking with a citizen near the apartments. Mr. Dixon said that was a separate issue with the city owning the streets in old town and the right of ways having been maintained by citizens for years. Mr. Sheffield's area had a very steep incline and he did not need to be trying to maintain. Mr. Dixon said he would be coming back to the City Council to discuss the city starting to maintain these areas. Councilmember Martinez started by thanking staff and all city employees for what they do. Ms. Martinez asked about the Gas Audit and what the five issues were. Mr. Dixon said for most of the deficiencies were administrative and were being corrected. Dixon said the city consultant Simon Pena was reviewing the draft report and would be addressing. Mr. Dixon said he would have a report for the City Council at an August meeting. Mr. Dixon said City Engineers KFrese/Lochner would be providing an update at the July 8th meeting on the Garcia Creek Project. Councilmember Martinez said she saw more trees down and someone's trash can in the creek. Mr. Dixon said the city had recently started a Castroville Cares Program for employees to help build pride in the organization. Mr. Dixon said the sound/video system seemed to be operating properly with a change in browser compatibility. Mr. Dixon said he and the finance director were working with Mayor Alexander on refining the proposed budget and would have an item on the June 24th meeting to set a budget work session. Mr. Dixon identified what was discussed in executive sessions related to finances in development/360 agreements. Mr. Dixon said in discussions the City Council wanted developers to provide presentations to the public and will be talking more in the future on the development policy. Mr. Dixon briefed on the different developments – NP Homes (Heights of Castroville), Alsatian Oaks, Endura (Victory Lane), and Flat Creek. Mr. Dixon said all indicated they were moving forward with their developments. Mr. Dixon said Endura had properties east of the car dealership and near the airport could be coming to the city for development agreements instead of utility agreements for needed utility and street infrastructure improvements. Mayor Alexander said he had spoken with the City Attorney and some parts of the development agreements should/could be discussed in open session and with the Planning and Zoning Commission. Councilmember Martinez said when Alsatian Oaks came to the city they held two public meetings with presentations for citizens to ask questions.

XII. Staff Reports

City Council members may request a separate discussion or action on items contained within the submitted reports.

- a. Library report June 2025**
- b. Airport – Gas sales and Operations including revenues.**
- c. Community Development – UDO Timeline, March Permits, Board meetings, steps completed on Thoroughfare Plan, and Active Transportation Grant.**
- d. Facilities, Parks & Recreation Monthly Update**

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- e. Community Development Staff Report
- f. Finance Report - General, Enterprise, Airport Funds and Municipal Court Report (May 2025).
- g. Public Works Monthly Staff Report for May 2025

There were no questions. Councilmember Marchman had questions on the Historic Landmark Commission Meeting denying three requests. Priscilla Garrett, Chairman of the Historic Landmark Commission said to clarify the items brought before the board had not been denied, and the requestors were bringing back modifications to their request at a later meeting. It was noted the electric department was down three employees. Mayor Alexander asked members of the council if they were participating in the 4th of July Parade and the mode of transportation. Councilmember Marchman said he could drive his truck and Councilmember Martinez said she would ride with him. Councilmember King was pulling a float and Mayor Alexander was attending.

XIII. Discussion on Future Agenda Items

- a. Set Date for future budget workshop and other matters.

City Administrator Dixon asked for direction on setting a date for the budget work session. Mayor Alexander suggested July 8th starting at 9a.m. The other members of council would need to conferred with on their schedules before the time was formally set.

XI. Adjourn

Mayor Alexander adjourned the meeting at 9:09 p.m.

Mayor

ATTEST:

City Secretary



Agenda Report

Agenda of: July 08, 2025

Department: Community Development

Subject: Discussion and appropriate action related to the Garcia Creek Stabilization drainage project.

Recommended Motion: I move to approve continued design and construction preparation for the Garcia Creek Stabilization Project as discussed and presented in Option (choose one: 1, 2, 3, or 4).

Background: At the July 8th Council meeting, the engineering consultants from K Friese + Associates (KFA) will present the results of their preliminary engineering evaluation for the Garcia Creek Channel Stabilization Project. The purpose of this agenda item is to brief Council on the project findings and seek direction on key aspects necessary to advance final design.

The study focused on a 500-foot segment of Garcia Creek from Geneva Street to Athens Street, identified as a high-priority erosion zone in the City’s Stormwater Master Plan. The evaluation identified infrastructure risks including an exposed 8-inch waterline and erosion threatening private property and the Geneva Street culvert.

KFA has developed four stabilization alternatives and is recommending **Alternative 1**, which includes a concrete drop structure, channel wall stabilization using modular block or limestone, riprap protection, and driven sheet piles to anchor the channel bottom. The estimated cost for this option is **\$1.1 to \$1.5 million**.

Input and Direction Requested from Council:

At the meeting, the engineers will seek the following input and direction from City Council:

- **Selection of a Preferred Alternative** (Options 1–4), with staff recommending **Alternative 1** based on cost, effectiveness, and urgency.
- **Authorization to advance the selected option to full design**, including grading plans, structural detailing, and permitting.
- **Direction on acquisition of drainage and construction easements** required to implement the selected alternative.

- **Feedback on staging/phasing and long-term goals for future creek stabilization** beyond the current project limits.
- **Confirmation to proceed with environmental and utility assessments**, including a Phase I ESA and potential Section 404 permitting.

Staff Recommendation: Staff recommends Council approve continued design and construction preparation for the Garcia Creek Stabilization Project using **Alternative 1**, which provides critical structural stabilization and aligns with the projected \$1.2M project budget.

Fiscal Impact: TBD. \$700k - \$1.5 million

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

Source of Funding: Drainage Utility Bonds and Fund Balance

Account Code:

Attachments: None.

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

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

Submitted by: R. Scott Dixon



40 NE Loop 410, Mercantile Building, Suite 545
San Antonio, Texas 78216
P 210.491.2391 | kfriese.com
TBPE Firm No. 6535

TECHNICAL MEMORANDUM **DRAFT**

TO: Scott Dixon; Breana Soto

FROM: Abe Salinas, PE, CFM; Austin Grojean, EIT

DATE: June 04, 2025

SUBJECT: Garcia Creek Channel Stabilization - Preliminary Engineering Evaluation

1.0 Introduction

This memorandum summarizes KFA's findings from the preliminary engineering evaluation of Garcia Creek, conducted for the City of Castroville. The project limits extend approximately 500 linear feet, from Athens Street at the downstream end to Geneva Street upstream (**Figure 1**). The purpose of this study is to assess existing channel conditions, evaluate stabilization alternatives to address observed erosion and infrastructure risks, and provide preliminary design recommendations to protect public and private assets adjacent to Garcia Creek.

The evaluation included a topographic survey, field investigations to observe channel bank erosion, geotechnical analysis and the development of conceptual design alternatives. K Friese + Associates (KFA) focused on three key areas for stabilization, prioritizing the Geneva Street culvert outfall, the adjacent northern bank, where erosion actively threatens nearby residential properties, and the side channel near Athens Street.

This project was identified as Project D-03, ranked third, in the City's *2022 Stormwater Master Plan*, which prioritized drainage improvement needs based on risk and urgency.

Project objectives include:

- **Stabilize the Geneva Street Culvert Headwall** – Protect the culvert and an 8-inch waterline buried beneath the apron.
- **Improve Channel Bank Stability** – Mitigate erosion along approximately 400 linear feet of channel to protect private property.
- **Repair or Replace the Side Channel** – Address deficiencies in the concrete channel discharging into Garcia Creek.

KFA developed four alternative solutions and advanced one preferred option to 30% design. The current scope includes preliminary plans and a construction cost estimate to confirm feasibility within a total project cost goal of approximately \$1.2 million.

It is important to note that this evaluation did not include a holistic global stability review from the Medina River to River Bluff. The analysis focused on the most immediate and urgent erosion risks based on field observations and the City's prioritization. Additional evaluation of the full channel reach may be warranted in future phases to address long-term system-wide stability.



Figure 1 - Project Study Limits

2.0 Existing Conditions Assessment

2.1 Data Sources and Methodology

This assessment incorporated visual inspections, geotechnical investigations, topographic survey, and desktop analysis. While a full geomorphic assessment was beyond the scope, the evaluation documents current conditions, identifies erosion mechanisms, and outlines opportunities to improve long-term stability.

2.2 Drainage Patterns

Garcia Creek flows west to east toward the Medina River, draining an approximately 200-acre watershed. The upstream area includes the River Bluff Subdivision and roughly 40 acres (20%) of undeveloped pasture. Runoff is conveyed via roadways and small tributary channels into Garcia Creek.

The watershed’s moderate relief (~4.1% slope) channels runoff rapidly to the stream, contributing to peak flows. As urbanization increases impervious cover, the watershed will likely experience reduced infiltration, increased peak discharge, and higher stream power, leading to greater erosive potential.

Urbanization-related stressors, such as increasing peak flows, exposed utility crossings, and increasing risks to public infrastructure, are evident in the current channel conditions.

Refer to **Sections 3.0 and 4.0** for hydrologic and hydraulic analyses.

2.3 Environmental

Desktop review using the Environmental Protection Agency’s *My Waters Mapper* and the U.S. Fish and Wildlife Service’s (USFWS) *National Wetlands Inventory* database identified intermittent riverine wetlands within the project area (**Figure 2**). No standing water was observed during multiple field visits, suggesting low likelihood of Waters of the U.S. classification. However, a formal delineation is recommended. If jurisdictional wetlands are impacted, a Section 404 permit may be required, such as a USACE Nationwide Permit.

A Phase I Environmental Site Assessment is recommended to confirm the presence of jurisdictional wetlands and if a Section 404 permit may be required.

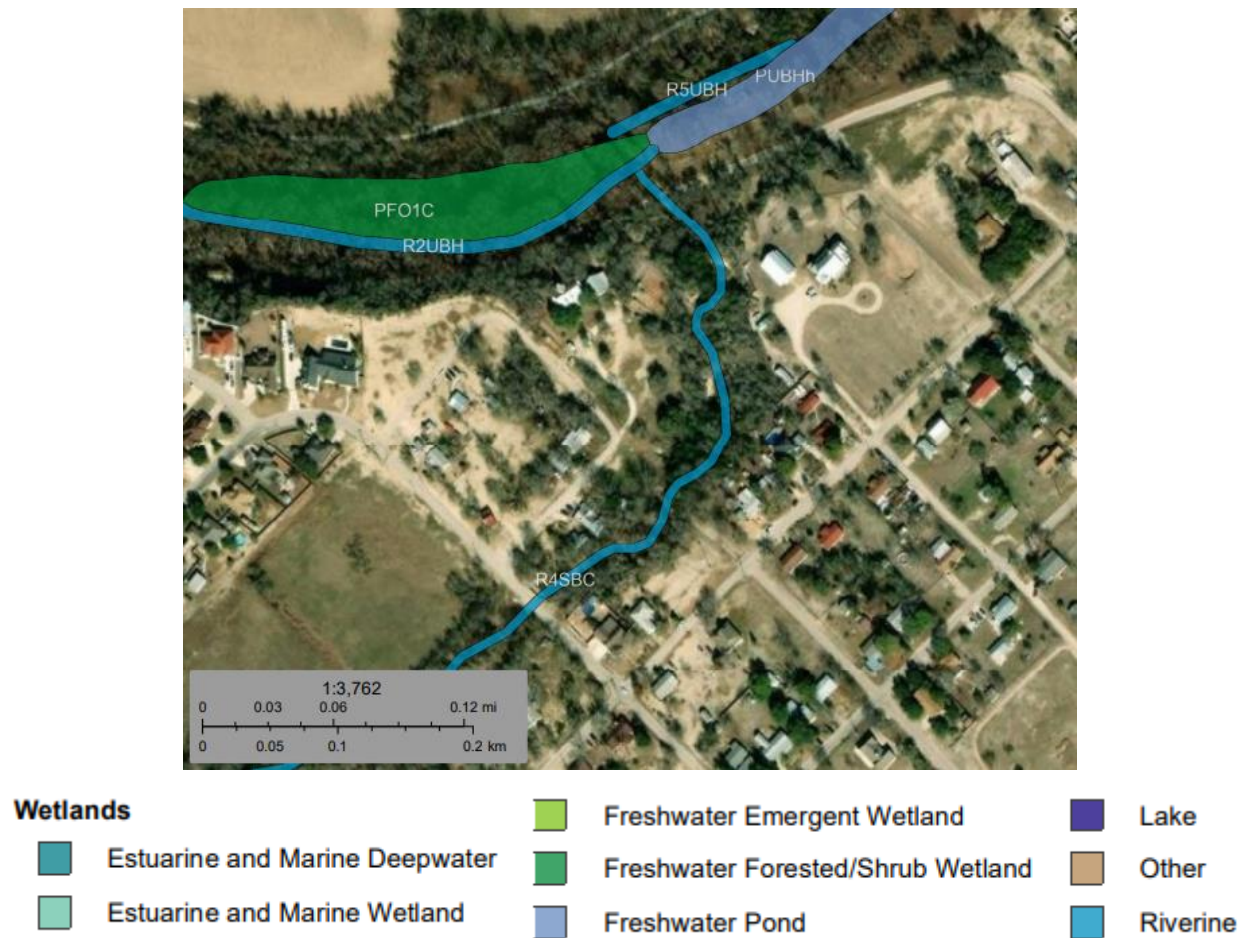


Figure 2 - USFWS National Wetlands Inventory

2.4 Water Quality

A preliminary review of the 303(d) list of impaired waters indicates that no impaired waters would likely be impacted by the project.

The project should apply reasonable methods to maintain current quality of water within the receiving water bodies, including stormwater pollution prevention measures during construction.

2.5 Rare, Threatened, and Endangered Species

A review of the National Endangered Species Act (ESA) *Habitat Mapper* and the USFWS *Critical Habitat for Threatened & Endangered Species* database indicates that no designated critical habitat or listed species are present within the project area.

Based on this review and the nature of the proposed stabilization alternatives, impacts to rare, threatened, or endangered species are not anticipated.

It is recommended that a Phase I Environmental Site Assessment be conducted during final design to confirm site conditions and identify any potential environmental constraints.



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2.6 Cultural Resources

A review of the Texas Historical Commission's (THC) *Historic Sites Atlas* indicates that the Castroville Historic District begins along Mexico Street and is located just east of the project area. Additional historical markers, including those at St. Louis Catholic Church and the Alsatians of Texas site, are located approximately 0.75 miles east of the project limits.

No mapped archaeological sites are located within or immediately adjacent to the project area; therefore, impacts to cultural resources are not anticipated.

Further action or coordination with the THC is not expected to be required.

2.7 Utilities

Identified utilities within the study area are generally located within the Geneva Street right-of-way.

Known utilities include water, sewer, gas, and overhead electric. No detailed subsurface utility investigations were performed as part of this study and identification of utilities is based on available GIS data and observed surface features during field investigations.

Known utilities and their approximate locations are mapped using the City's GIS data viewer and provided in **Figure 3**. The summarized potential conflicts are provided below.

- **Water:** 8-inch ductile iron water main is located on the east side of Geneva Street and crosses underneath the concrete apron of the culvert crossing. The water main is exposed and at risk of collapse. Relocation of this utility may be required.
- **Sewer:** 8-inch wastewater main located on the west side of Geneva Street. No work is proposed in this area and not anticipated to be in conflict.
- **Gas:** Unknown size gas main located along the west side of Geneva Street. No work is proposed in this area and not anticipated to be in conflict.
- **Overhead Electric:** Overhead electric utility located along the east side of Geneva Street. Power poles are anticipated to be outside of the work area and not in conflict.

Further investigations and verification to identify all utilities for the selected alternative is recommended to further identify and quantify the extent of the utility conflicts and relocation that may be required.

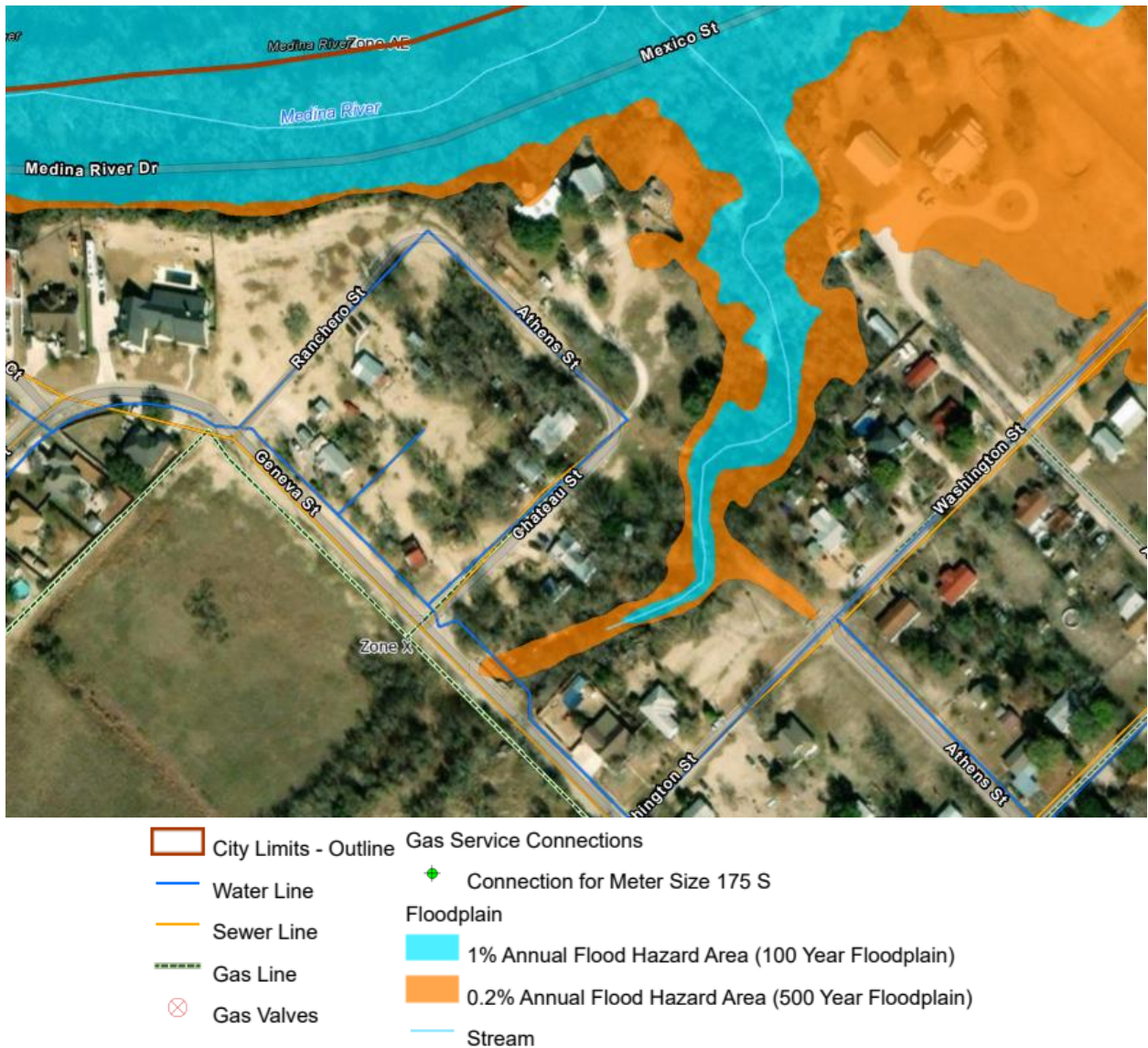


Figure 3 – City GIS Data Map (Utilities, Floodplain)

2.8 Soil Types within Study Area

The Natural Resource Conservation Services (NRCS) Soils Map shows the area primarily consists of Sabenyo clay loam (SaC), MoC (Monteola gravelly clay), and Divot clay loam (Dp), as shown in **Figure 4**.

The hydrologic soil groups are B, C, and D. The hydrologic soil groups are based on estimated runoff potential. Group C is considered to have a slow infiltration rate when thoroughly wet and Group D is considered to have even less infiltration. The study area consists of approximately 12% in Group B, located primarily between Geneva Street and Old River Road; 23% in Group C, located along Old River Road (Mexico Street); and 65% in Group D, located primarily within the mid and upper areas of the watershed.

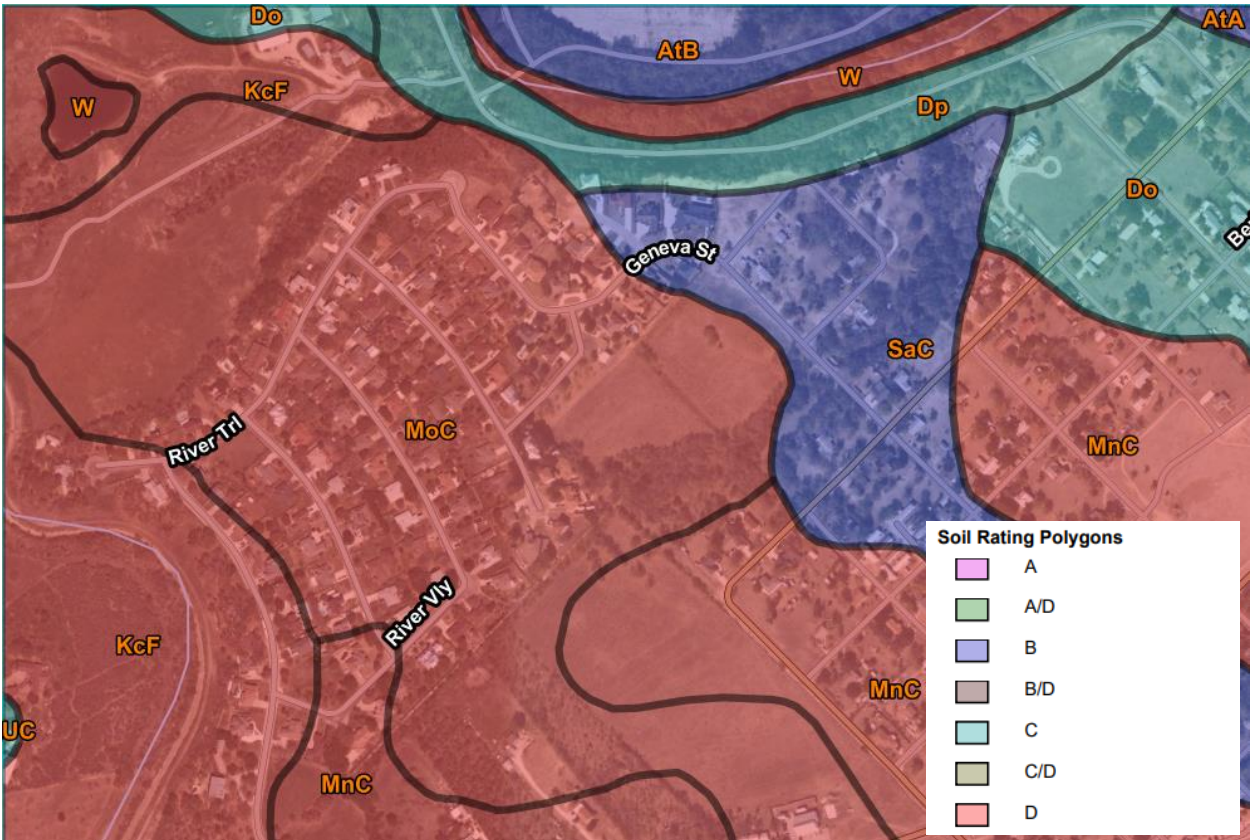


Figure 4 - Hydrologic Soil Groups (NRCS)

Based on the boring logs and geological report developed by HVJ, [found in attachment C](#), the general geology within the study area is Fluvatile Terrace Deposits (Qt) generally consisting of unconsolidated limestone gravel, sand, silt, and clay in various proportions. The Fluvatile Terrace Deposits are derived from Cretaceous deposits in the drainage area.

The Escondido Formation (Kes) is comprised of shales, siltstone, and sandstone. The shales are gray to bluish gray and would be expected to be like the shales of the Navarro Formation in the San Antonio area. The siltstones are typically brownish yellow and thin bedded.

2.9 Floodplain

FEMA's Flood Insurance Rate Maps designate much of the project corridor as Zone AE, with base flood elevations defined (**Figure 5**). As a result, any structural modifications to the channel (e.g., culvert work, walls, grade controls) will require a floodplain development permit from the City, along with supporting modeling to demonstrate no adverse impacts to flood elevation or conveyance capacity.



Figure 5 - FEMA Effective Floodplain (Zone AE)

2.10 Channel Conditions and Stability Classification

Garcia Creek exhibits varying channel characteristics along the study reach. Longitudinal (channel bottom) observations, beginning at the upstream limit, indicate that the bed consists primarily of hard clayey sand with gravel. Sediment bars composed of sands and gravels were observed, primarily on the inside of meanders.

Channel slopes across the study reach range from 0.004 ft/ft to 0.10 ft/ft, with an average slope of approximately 0.026 ft/ft. For reference, slopes greater than 0.02 ft/ft (2%) are generally considered steep enough to generate erosive forces, especially in unlined or poorly vegetated channels. Portions of Garcia Creek exceed this threshold, increasing the potential for bank instability and sediment transport.

From Old River Road to Geneva Street, both stream banks exhibit varying degrees of toe erosion. This toe scour has resulted in undercutting, cantilevered soil masses, vertical banks, and ongoing mass wasting in multiple locations. **Figure 6** illustrates the location of observed failure types along the study reach. **Figure 7** provides field observation photos of the failure condition.

The riparian corridor includes grasses, shrubs, and mature trees, which contribute to reinforcement of the soils and some resistance to bank failure. However, in many areas this vegetation is not sufficient to counteract the active erosional forces.

Field observations indicate that Garcia Creek is experiencing progressive instability. Channel incision is evident and contributing to upstream-migrating headcuts. These erosional features are likely to continue until intercepted by a structural or geologic control point. Currently, Old River Road serves as the downstream structural control, while the Geneva Street culvert functions as the upstream structural control point, temporarily anchoring bed stability. However, the Geneva Street outfall is experiencing active scour and undermining, placing the structure at increasing risk of failure. If the culvert fails, accelerated upstream degradation and broader channel destabilization are likely to follow, posing a significant public safety risk if roadway integrity is compromised.

The most severe erosion was observed between locations 3 and 5, shown ~~on~~in **Figure 6**. Based on qualitative field observations, an estimated 40% of the study reach appears to be severely eroded and exhibiting signs of complete instability. Approximately 15% shows moderate erosion and moderate instability, while roughly 25% shows slight erosion and appears slightly unstable. No segments were identified as fully stable. These estimates are approximate and based on visual assessment rather than quantitative measurement.

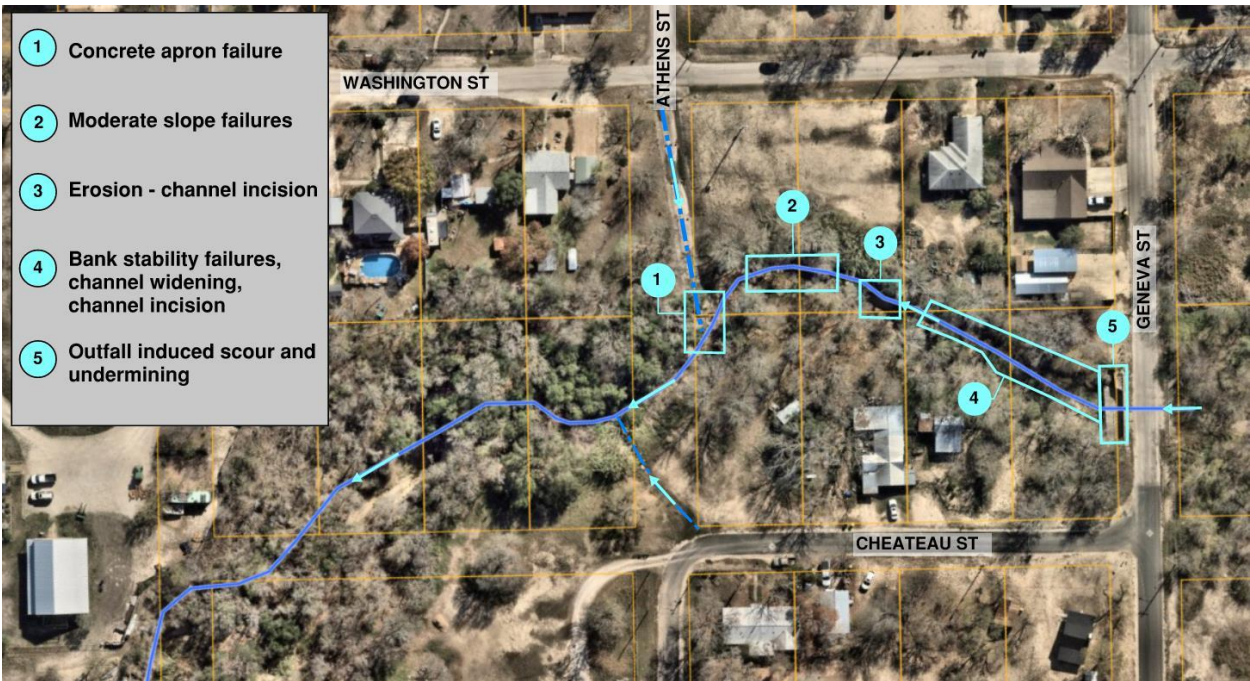


Figure 6 – Geomorphic Channel Conditions



1 – Structural failure of the side channel concrete apron due to scour-induced undermining. (Facing downstream)



2a – Moderate slope failures (Facing upstream)



2b – Moderate slope failures (Facing downstream)



3 – Channel degradation. Deep incision due to steep channel bottom and constriction of flow resulting in increased velocities. (Facing upstream)



4a – Overhanging bank condition caused by toe erosion resulting in bank collapse, vertical banks (~15 ft. height) and mass wasting.



4b – Overhanging bank condition caused by toe erosion resulting in bank collapse, vertical banks (~15 ft. height) and mass wasting. (Facing downstream)



In a natural system, a stream is considered to be in dynamic equilibrium when its dimension, pattern, and profile remain relatively stable over time without significant aggradation or degradation. When that balance is disrupted—by changes in flow regime, watershed development, or physical constraints—erosion and instability can accelerate as the stream attempts to establish a new equilibrium.

To better understand where Garcia Creek falls in this adjustment process, reference is made to the Incised Channel Evolution Model (e.g., Schumm, 1984), which describes the typical progression of channel responses following disturbance. Based on this framework, the current condition of the study area is consistent with a Type III reach (Degradation) transitioning into Type IV (Widening) (**Figure 7**). The dominant processes observed include bed incision, steep bank angles, and the onset of bank instability which support this classification. If left unaddressed, further lateral widening and loss of property or infrastructure may occur as the channel progresses through subsequent stages of geomorphic adjustment.

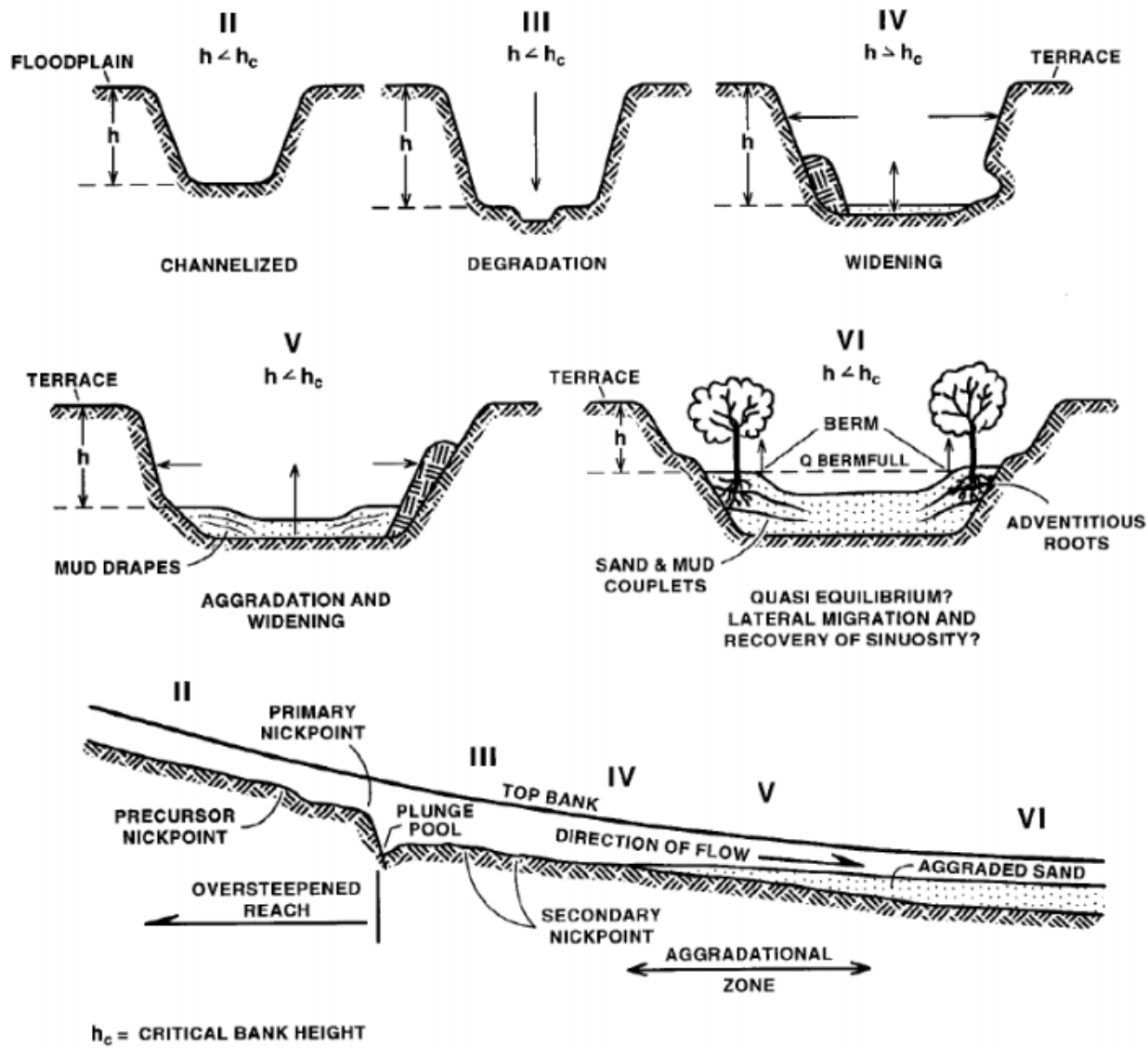


Figure 7 – Channel Evolution Model



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3.0 Hydrology

Existing conditions hydrology was calculated using HEC-HMS software version 4.12 to simulate the Annual Exceedance Probability (AEP) storm events. The purpose of the HEC-HMS model was to develop peak flow data to generate rainfall hydrographs as input parameters for the accompanying hydraulic analysis, flood inundation mapping, and review of the channel velocities and shear stress distributions within the study area.

The total drainage basin for the study was found to be 200.2 acres. The basin was divided into two points of interest, one at generally Athens Street and another at Geneva Street (**Figure 8**).

Curve Numbers were computed using the Soil Conservation Service (SCS) Unit Hydrograph method. The SCS runoff Curve Numbers (CN) were calculated using the National Resource Conservation Service (NRCS) soil type data in conjunction with the National Land Cover Database (NLCD) which provides impervious cover values.

The soil classifications for the drainage areas are generally characterized as Type B, C, and D soils, as represented in the USDA’s Web Soil Survey (**Section 2.8**). These soils are regarded to have moderate to slow infiltration rates and high runoff potential.

A summary of the calculated Curve Numbers representing existing conditions soil and land use classifications are provided in **Table 1**.

Table 1 - Drainage Basin Properties

Drainage ID	Discharge Point	Area (Acres)	Tc (min.)	Lag (min.)	Curve Number (CN)
S-1	Geneva Street	150.5	65.82	39.49	78.9
S-2	Mexico Street	49.7	67.49	40.49	76.3



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Rainfall utilized NOAA Atlas-14 Rainfall values and are summarized in **Table 2**.

Table 2 - Rainfall Depth Duration Values based on Atlas 14 Precipitation Data

Duration	Depth of Precipitation by Recurrence Interval (inches)					
	2-yr	5-yr	10-yr	25-yr	50-yr	100-yr
5 min.	0.530	0.661	0.768	0.915	1.030	1.140
10 min.	0.843	1.050	1.230	1.460	1.650	1.820
15 min.	1.060	1.320	1.530	1.820	2.040	2.260
30 min.	1.500	1.860	2.150	2.540	2.840	3.130
1 hour	1.960	2.450	2.840	3.390	3.800	4.210
2 hour	2.400	3.060	3.630	4.450	5.090	5.770
3 hour	2.640	3.430	4.130	5.140	5.960	6.850
6 hour	3.080	4.060	4.960	6.290	7.400	8.630
12 hour	3.510	4.660	5.720	7.300	8.640	10.100
24 hour	3.980	5.290	6.500	8.330	9.870	11.600

Time of Concentration methodology follows the guidance provided in the U.S. Department of Agriculture's Technical Release No. 55 (TR-55), *Urban Hydrology for Small Watersheds*. Lag times for each drainage area were calculated using TR-55 procedures. Reach routing was not applied due to the short length of the flow paths, which are assumed to have negligible impact on hydrograph timing.

Peak discharge rates are summarized in **Table 3**.

Table 3 - Summary of Existing Conditions Peak Discharge Rates

	Geneva Street (cfs)	Mexico Street (cfs)
2-yr	159.1	205.0
5-yr	238.5	309.6
10-yr	306.5	399.7
50-yr	475.9	624.8
100-yr	550.0	723.6

The peak flow hydrographs generated from HEC-HMS were then imported into the HEC-RAS 2D hydraulic model as inflow hydrographs applied at Geneva Street and near Athens Street. Refer to **Figure 8** below for the configuration of the hydrologic HMS model.

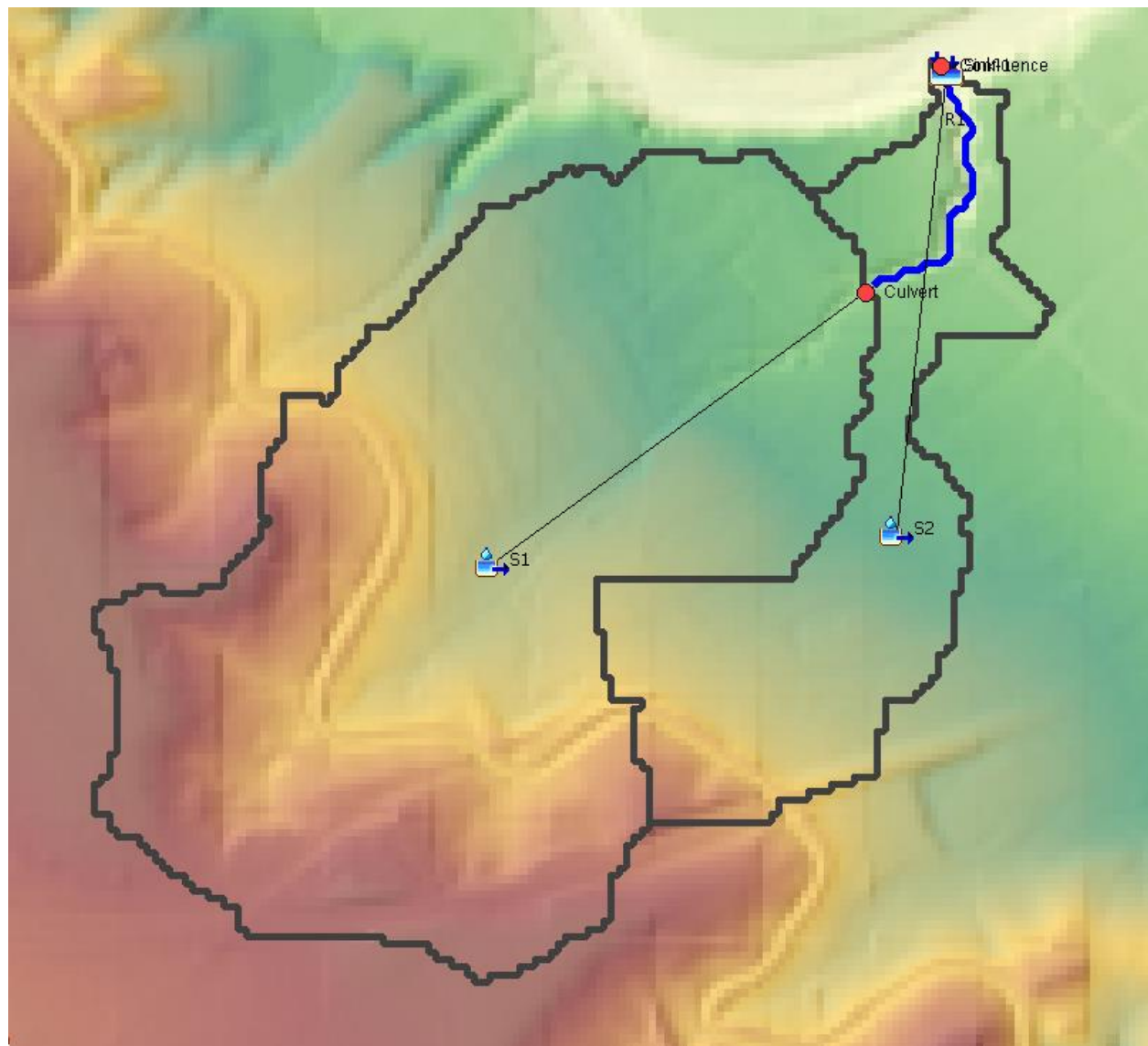


Figure 8 - HMS Model Setup



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4.0 Hydraulics

The purpose of the hydraulic modeling for this study was to assess the erosive potential of Garcia Creek within the project reach and to evaluate the effectiveness of proposed stabilization measures. The model was used to simulate a range of storm events to determine the resulting flow velocities and shear stresses acting on the existing channel geometry.

The hydraulic model was developed using HEC-RAS version 6.5 and incorporates 2018 USGS LiDAR terrain data along with field survey data collected in November 2024. The model domain extends from a point downstream of the confluence with the Medina River upstream through the Geneva Street culvert. Analysis was conducted using 2D unsteady flow simulation (RAS 2D).

A 2D hydraulic analysis was selected for this study because detailed evaluation of flow velocity and shear stress distributions were essential for assessing channel erosion potential and the performance of stabilization measures. Unlike 1D models, which provide averaged flow characteristics at cross sections, 2D modeling offers a spatially continuous representation of hydraulic conditions across the channel and floodplain. This approach allows for a more accurate identification of localized high-velocity zones, shear stress concentrations, and complex flow patterns—all of which are critical in areas with irregular geometry, overbank flow, or active erosion.

The 2D component of the RAS 2D model is heavily dependent upon an accurate terrain surface to appropriately simulate surface flow. The 2018 LiDAR data along with the captured field survey data was combined to develop the surface terrain model. RAS 2025 was utilized for refinement of the mesh cells and additions of break lines.

The boundary condition utilizes normal depth to establish the starting water surface elevation at the downstream limit. Normal depth is established by calculating the average slope of the channel. The boundary condition is additionally influenced by the Medina River, also known as tailwater conditions. However, due to the focus of this analysis being on the localized erosion condition, no tailwater condition was assumed for the Medina River.

4.1 Hydraulic Results

The hydraulic model evaluated flow conditions for the 2-, 5-, 10-, 25-, 50-, and 100-year storm events to assess the erosive potential of Garcia Creek under a range of design flows. Particular focus was placed on the 2-year and 100-year events to capture both the geomorphic and flood risk perspectives.

The 2-year event is widely recognized in fluvial geomorphology as the channel-forming flow which is the discharge most responsible for shaping channel morphology through sediment transport and bank erosion. This flow typically corresponds to near-bankfull conditions and represents the equilibrium condition of natural stream processes.

The 100-year event serves as the upper bound for evaluating performance under extreme flood conditions, allowing assessment of risks to public infrastructure, adjacent private property, and the long-term stability of proposed improvements. **Figure 9** illustrates the 100-year flood inundation mapping, which highlights areas of potential overbank flow and flood risk.

Focusing on these two design events allows for a balanced understanding of both the routine geomorphic stresses acting on the channel and the capacity of stabilization measures to withstand rare, high-impact flood events.

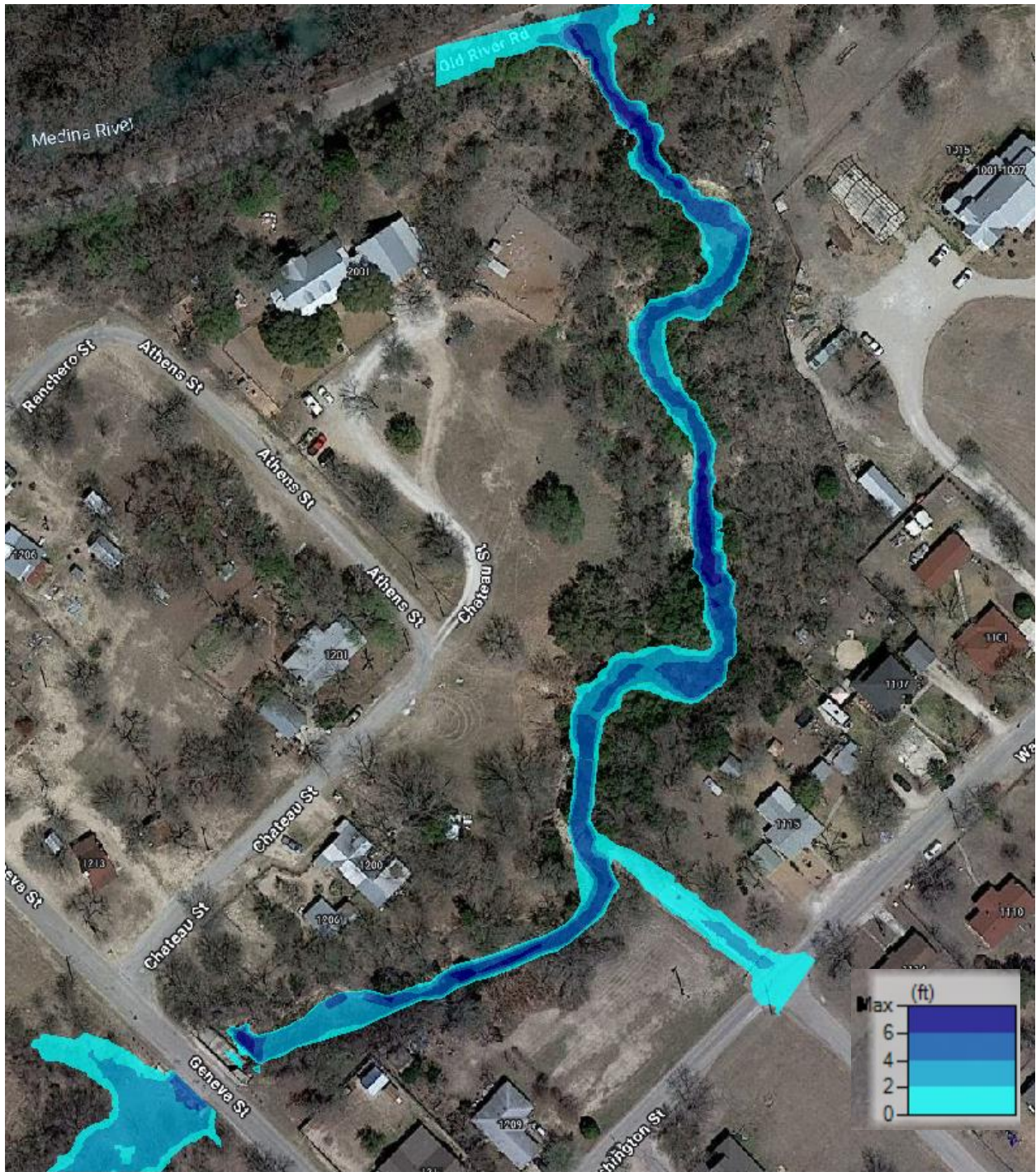


Figure 9 - Flood Inundation Mapping Results (100-year)



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4.2 Velocity Analysis

Flow velocity plays a critical role in channel erosion and sediment transport. The 2-year storm event, in particular, is of interest as it generally represents the channel-forming flow—the flow frequency most responsible for shaping the stream channel through routine geomorphic processes such as bed mobilization and bank retreat.

Model results indicate that flow velocities in several channel segments exceed 5 ft/s, which is generally above the maximum permissible velocity for native soils and existing vegetation. These elevated velocities are most pronounced in the narrow segments of the channel reach with steep side slopes, where flow is confined and shear stresses are concentrated. These segments are especially vulnerable to bed degradation, toe scour, and progressive bank erosion.

Hotspot areas were identified:

- Immediately downstream of the Geneva Street culvert, where the culvert outfall is directed towards the northern bank.
- At the segment where the channel narrows in width, resulting in degradation of the channel bottom.
- The mid-channel reach, where flow convergence and tight bends concentrate energy along the outer banks.
- The side channel confluence near Athens Street, where flow transitions and turbulence contribute to localized erosion.

In addition to localized hotspots, the cumulative erosive potential along entirety of the reach from Mexico Street to upstream of Geneva poses a concern for global slope stability, particularly where eroding banks encroach near residential fences and structures.

Figure 10 illustrates the spatial distribution of flow velocities under the 2-year storm conditions, highlighting areas where velocities exceed erosion-resistant thresholds (yellow to red shading) and should be prioritized for stabilization.

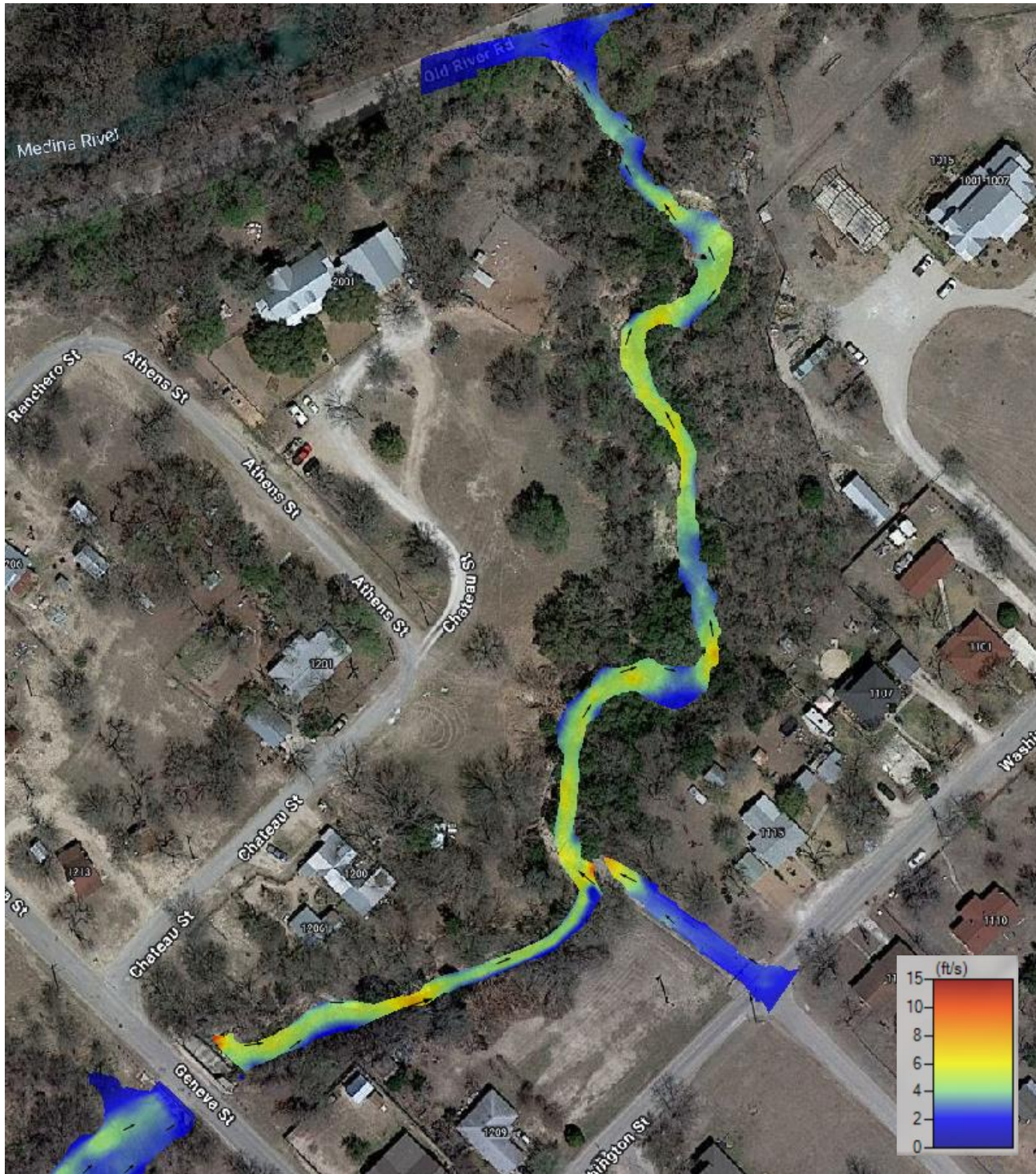


Figure 10 - Velocity Distribution (2-year)



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4.3 Shear Stress Analysis

Shear stress represents the force per unit area that flowing water exerts on the bed and banks of a channel. It is a critical parameter in evaluating erosion potential, as erosion occurs when the applied shear stress exceeds the permissible threshold of the native soil or protective vegetation.

In the Garcia Creek study area, modeled shear stress values during the 2-year storm event range from approximately 1.2 to 11.3 lb/ft². In contrast, estimated permissible shear stress values for the native sandy-loam and vegetated banks are generally in the range of 0.3 to 2.0 lb/ft², depending on root structure and ground cover. This discrepancy indicates multiple areas where the applied forces significantly exceed the natural resistance, resulting in active and ongoing erosion.

High shear stress zones are concentrated in key locations:

- At the Geneva Street culvert where flow drops down in the channel and is directed along the northern channel bank.
- Along the northern outer bank adjacent to residential properties, where bank curvature and concentrated flow generate sustained lateral forces.
- Where flow constricts between Geneva Street and Athens Street
- Near the confluence of the side channel, where flow turbulence and shifts in alignment intensify shear along the channel toe.

These conditions pose risks not only for localized erosion but also for longer-term bank instability, which could lead to undercutting, slumping, and eventual channel migration or widening as the system seeks a new dynamic equilibrium.

Figure 11 displays the spatial distribution of modeled shear stress across the study reach. Highlighted in the figure are zones where shear stress values exceed permissible thresholds (yellow to red shading) —these should be prioritized for stabilization, particularly where they coincide with infrastructure, utilities, or steep, unprotected banks.

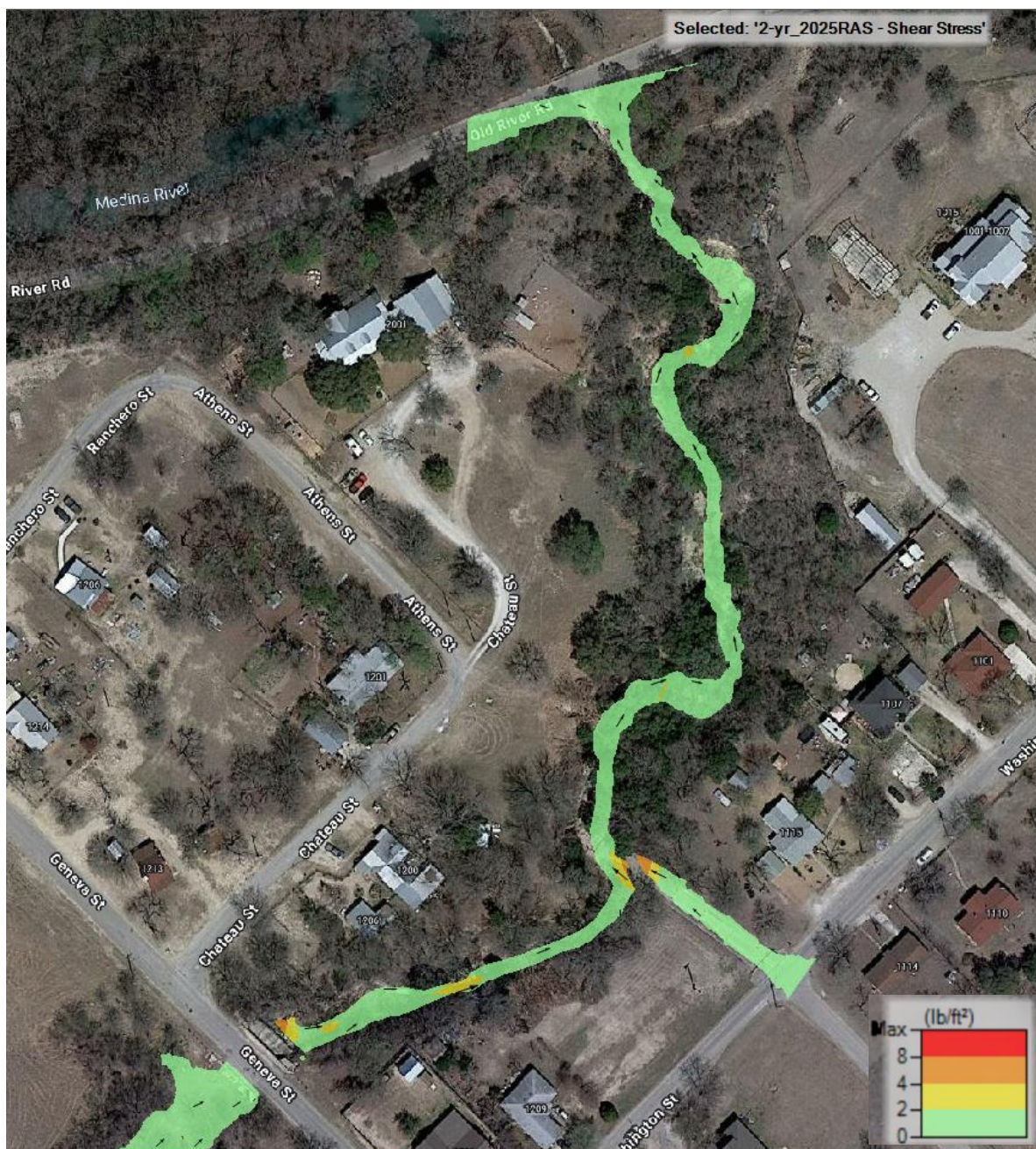


Figure 11 - Shear Stress Distribution (2-year)

5.0 Proposed Improvement Alternatives

KFA evaluated four improvement alternatives to address erosion and structural instability along Garcia Creek. Each alternative includes stabilization at the Geneva Street culvert outfall as a critical element. Conceptual designs were developed to a preliminary level for cost and feasibility comparison.



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Alternative 1 – Geneva Street Culvert and Channel Wall Stabilization (Recommended)

This alternative includes stabilization of the culvert outfall and targeted improvements to the channel using structural solutions. It features retaining walls to protect eroding embankments, reinforced with rock riprap placed along the channel bottom and a concrete drop structure at the Geneva Street outfall to manage vertical channel stability and prevent further erosion. Full reconstruction of the entire reach is not feasible due to budgetary and easement limitations.

To address this constraint, the design proposes driven metal sheet piles embedded within the channel bottom. These subsurface controls function as grade stabilization structures and anchoring points, intercepting degrading flows and limiting further bed incision. This approach targets the most critical erosion hotspots while minimizing the extent of excavation and reconstruction.

Implementation would require significant reconstruction of the channel banks, including retaining walls up to 15 feet in height in certain sections, as well as the removal of mature trees along the corridor. Substantial permanent and temporary easements would be needed to facilitate construction.

Easement acquisition would involve four parcels across two property owners.

Construction access may be provided via City-owned property near the side channel, and potentially from Geneva Street with ramped access down into the channel bottom.

The rough order-of-magnitude cost estimate for this option ranges from \$1.1 million to \$1.5 million, aligning with the project's budget constraints. It prioritizes stabilization of the most vulnerable segments of the creek while achieving long-term structural resilience.

Refer to **Attachment B** for preliminary design plans and easement acquisition needs.

- **Pros:** Provides critical protection at the most vulnerable point; structural controls extend stability benefits beyond immediate construction limits; relatively straightforward construction in constrained areas.
- **Cons:** High cost; does not address full-stream instability; requires extensive tree removal; modest ecological benefit; requires easements.
- **Cost:** \$1,100,000 to \$1,500,000

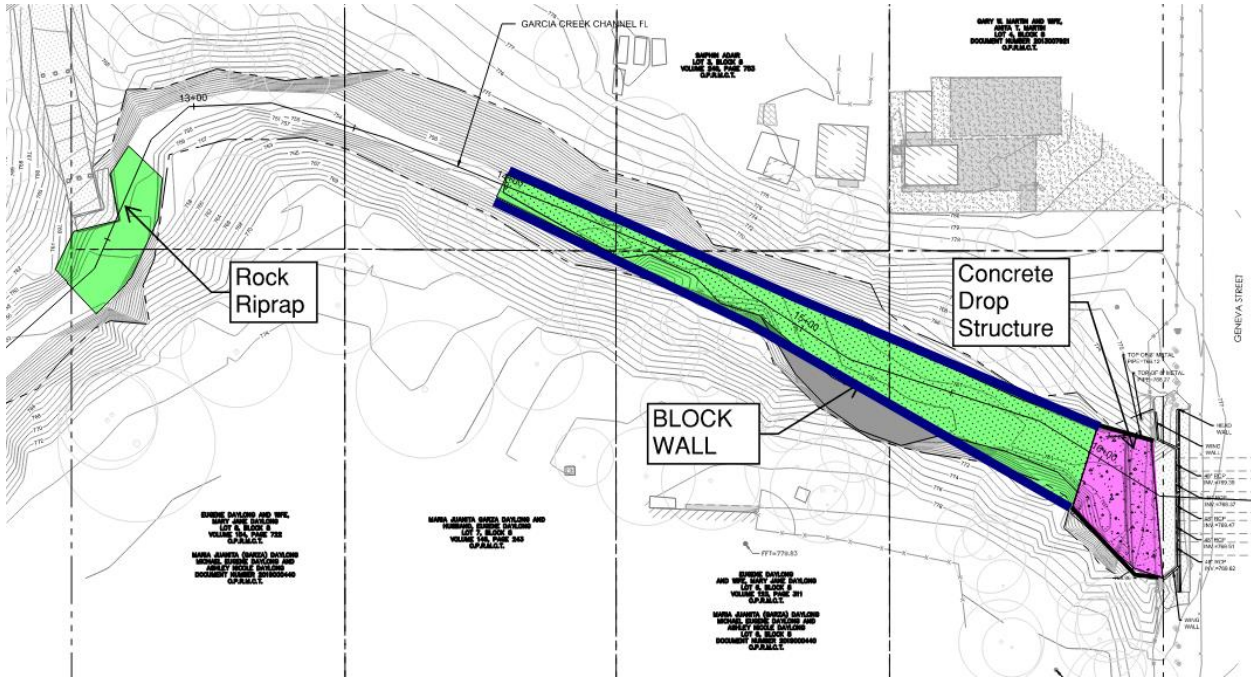


Figure 12 – Alternative 1

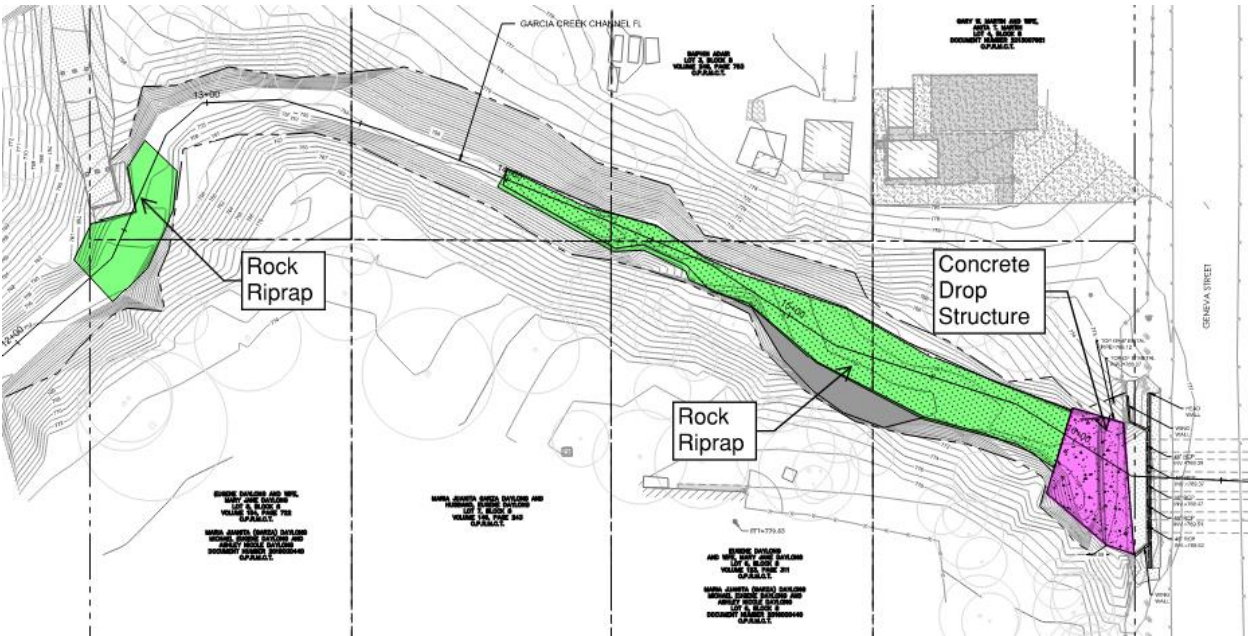
Alternative 2 – Geneva Street Culvert Stabilization and Channel Armoring

This alternative focuses on structural protection at the Geneva Street culvert outfall. A concrete-reinforced drop structure would be constructed to provide grade control, dissipate flow energy, and redirect water away from the eroding northern bank. In addition, rock riprap would be placed along the channel bed and at the toe of both banks in the most actively eroding segments, particularly downstream of the culvert.

This approach offers immediate protection for the culvert and nearby infrastructure and can be implemented more quickly and at a lower cost than full channel reconstruction. However, it is a localized solution and does not address broader hydraulic or geomorphic instability within the reach. The channel will likely remain vulnerable to continued vertical incision and lateral widening over time.

This option is best viewed as a short- to medium-term stabilization measure to preserve key infrastructure and mitigate ongoing erosion at the outfall.

- **Pros:** Cost-effective; relatively straightforward construction; provides critical protection at a vulnerable point.
- **Cons:** Limited in addressing broader channel instability; does not resolve long-term degradation processes; modest ecological benefit; higher likelihood of continued failure, easement acquisition needs.
- **Cost:** \$400,000 to \$600,000



Alternative 3 - Reinforced Concrete Box with Secondary Bypass Channel, Geneva Street Culvert Stabilization

This is an innovative option that still prioritizes the stabilization of the Geneva Street Culvert. To overcome the steep channel banks this proposes to install a box culvert to convey the 50-year storm event and containing the 100-year within an overflow channel above the pipe. The benefits include less disturbances to the channel banks thereby preserving trees and protecting the natural character of the channel while also creating a less deep of a channel.

- **Pros:** Preserves trees along channel banks, reduces the depth of the channel.
- **Cons:** High construction complexity, more expensive
- **Cost:** \$2.0M to \$2.5M
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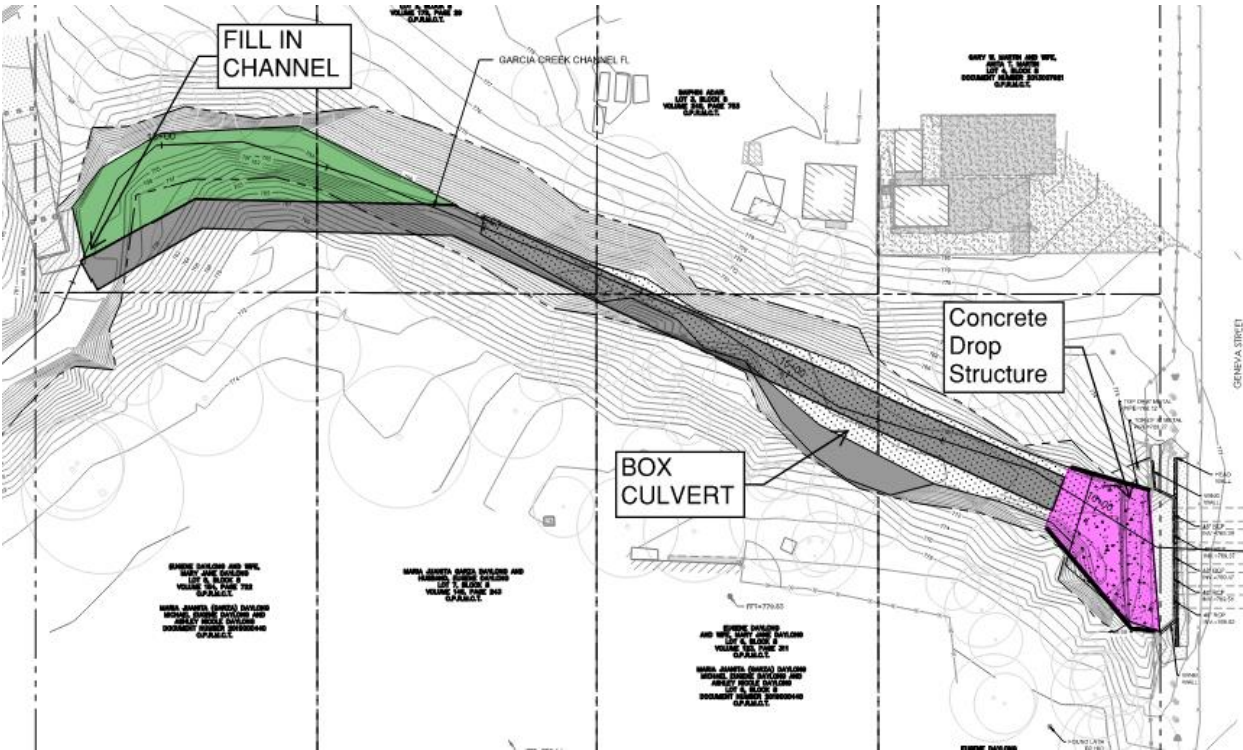


Figure 14 – Alternative 3

Alternative 4 – Property Buyouts, Geneva Street Culvert Stabilization

This alternative includes stabilization of the Geneva Street culvert outfall and the voluntary acquisition of the property at 1206 Chateau, where the greatest erosion risk exists. Stabilization measures at the culvert would likely include a concrete drop structure and riprap armoring, similar to Alternatives 1 and 2, to protect existing infrastructure and prevent further degradation at the outfall.

The property buyout would eliminate future risk to structures on the most vulnerable parcel and provide long-term flexibility for future channel restoration or expansion if needed. This approach reduces risk to life and property but does not resolve broader instability along the remainder of the creek.

This option offers a strategic retreat from high-risk areas while still preserving critical infrastructure.

- **Pros:** Eliminates risk to highest-risk structure; provides long-term solution extensive channel reconstruction; creates flexibility for future restoration activities.
- **Cons:** Does not address ongoing instability upstream or downstream; requires coordination with property owner and displacement of the residential property; does not improve channel function or habitat.
- **Cost:** \$700k to \$1.0M

6.0 Recommendations

Based on the findings of the preliminary engineering analysis, field reconnaissance, and hydraulic modeling, Alternative 1 – Geneva Street Culvert and Channel Wall Stabilization is recommended for advancement to final design. This alternative provides the greatest benefit in terms of protecting critical infrastructure, arresting the most severe erosion processes, and reducing the risk of culvert failure and further upstream degradation.

The use of driven sheet piles as structural grade controls embedded within the channel bed is a key design feature that enables stabilization of vertical channel degradation while reducing the need for full reconstruction along the entire reach. This hybrid approach balances constructability, performance, and cost.

Although implementation will require significant tree removal, bank reconstruction, and temporary and permanent easements, this approach fits within the City’s estimated \$1.2 million project budget while addressing the highest priority erosion concerns.

Next steps include:

- Secure permanent drainage and temporary construction easements via City property or from private landowners, with potential access from the side channel area and Geneva Street.
- Advance Alternative 1 to full design, including final grading, structural detailing, and erosion control measures.
- Conduct a formal wetland delineation and complete a Phase I Environmental Site Assessment.



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- Potential coordination with the U.S. Army Corps of Engineers to determine Section 404 permitting requirements if any jurisdictional features are confirmed.
- Perform subsurface utility investigations (SUE) to confirm utility locations and identify potential conflicts.
- Evaluate future phases of improvement upstream and downstream of the current study area to improve overall channel stability over time.

This staged, priority-based approach enables the City to take action on a critical issue while building a foundation for continued long-term watershed resilience and public infrastructure protection.

Enclosures:

Attachment A – Rough Order of Magnitude Costs (DRAFT)

Attachment B – Design Concept Plan Sheets (DRAFT)

Attachment C – Geotechnical Report (DRAFT)



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ATTACHMENT A
ROUGH ORDER OF MAGNITUDE COSTS

City of Castroville - Garcia Creek Channel Stabilization

Alt 1 – Geneva Street Culvert and Channel Wall Stabilization

BID ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
MOBILIZATION	LS	1	4%	\$ 31,965
PREPARING RIGHT-OF-WAY	LS	1	10%	\$ 79,912
CHANNEL EXCAVATION	CY	100	\$ 60.00	\$ 6,000
EMBANKMENT	CY	485	\$ 30.00	\$ 14,563
FURNISHING AND PLACING TOPSOIL (4")	CY	108	\$ 45.00	\$ 4,861
GRADE CONTROL STRUCTURE	EA	2	\$ 10,000.00	\$ 20,000
TRENCH EXCAVATION AND SAFETY PROTECTION	LF	350	\$ 8.00	\$ 2,800
FLOWABLE FILL	CY	475	\$ 180.00	\$ 85,500
DRY ROCK RIPRAP (D50 18")	CY	120	\$ 180.00	\$ 21,600
CONCRETE DROP STRUCTURE	CY	85	\$ 1,500.00	\$ 127,500
FLUME OUTFALL	LS	1	\$ 30,000.00	\$ 30,000
FLEXBASE (24-INCH THICKNESS)	CY	20	\$ 100.00	\$ 2,000
TREE REMOVAL	EA	50	\$ 800.00	\$ 40,000
RETAINING WALL, SEGMENTAL	SF	3,000	\$ 130.00	\$ 390,000
TREE AND VEGETATION PROTECTION	LS	1	\$ 10,000.00	\$ 10,000
ROCK FILTER DAMS (INSTALL/REMOVE)	LF	500	\$ 75.00	\$ 37,500
CONSTRUCTION EXITS (INSTALL/REMOVE)	SY	1	\$ 2,500.00	\$ 2,500
TEMPORARY SEDIMENT CONTROL FENCE	LF	600	\$ 6.00	\$ 3,600
CHAIN LINK FENCE TEMP. (INSTALL/REMOVE)	LF	100	\$ 7.00	\$ 700
SUBTOTAL				\$ 911,001
CONTINGENCY (30%)				\$ 273,300.28
ENGINEERING (20%)				\$ 236,860.2
TOTAL				\$ 1,421,161

Alt 2 – Geneva Street Culvert Stabilization and Channel Armoring

BID ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
MOBILIZATION	LS	1	4%	\$ 10,776
PREPARING RIGHT-OF-WAY	LS	1	5%	\$ 13,470
CHANNEL EXCAVATION	CY	100	\$ 60.00	\$ 6,000
EMBANKMENT	CY	50	\$ 30.00	\$ 1,500
GRADE CONTROL STRUCTURE	EA	5	\$ 10,000.00	\$ 50,000
CONC HEADWALL WITH WINGS, HW= XFT	EA	1	\$ 20,000.00	\$ 20,000
FLOWABLE FILL	CY	220	\$ 180.00	\$ 39,600
DRY ROCK RIPRAP (D50 18")	CY	500	\$ 180.00	\$ 90,000
TREE REMOVAL	EA	10	\$ 800.00	\$ 8,000
TREE AND VEGETATION PROTECTION	LS	1	\$ 10,000.00	\$ 10,000
ROCK FILTER DAMS (INSTALL/REMOVE)	LF	500	\$ 75.00	\$ 37,500
CONSTRUCTION EXITS (INSTALL/REMOVE)	SY	1	\$ 2,500.00	\$ 2,500
TEMPORARY SEDIMENT CONTROL FENCE	LF	600	\$ 6.00	\$ 3,600
CHAIN LINK FENCE TEMP. (INSTALL/REMOVE)	LF	100	\$ 7.00	\$ 700

SUBTOTAL \$ 293,646

CONTINGENCY (30%) \$ 88,093.80

ENGINEERING (20%) \$ 76,348.0

TOTAL \$ 458,088

Alt 3 – Reinforced Concrete Box with Secondary Bypass Channel, Geneva Street Culvert Stabilization

BID ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
MOBILIZATION	LS	1	4%	\$ 58,278
PREPARING RIGHT-OF-WAY	LS	1	5%	\$ 72,848
CHANNEL EXCAVATION	CY	300	\$ 60.00	\$ 18,000
EMBANKMENT	CY	2,000	\$ 30.00	\$ 60,000
FURNISHING AND PLACING TOPSOIL (4")	CY	150	\$ 45.00	\$ 6,750
GRADE CONTROL STRUCTURE	EA	5	\$ 10,000.00	\$ 50,000
TRENCH EXCAVATION AND SAFETY PROTECTION	LF	350	\$ 8.00	\$ 2,800
PRECAST REINFORCED CONCRETE BOX (6'X4')	LF	700	\$ 1,500.00	\$ 1,050,000
CONC HEADWALL WITH WINGS, HW= XFT	EA	2	\$ 20,000.00	\$ 40,000
FLOWABLE FILL	CY	220	\$ 180.00	\$ 39,600
DRY ROCK RIPRAP (D50 18")	CY	100	\$ 180.00	\$ 18,000
VERTICAL STILLING BASIN	CY	65	\$ 1,500.00	\$ 97,500
TREE REMOVAL	EA	25	\$ 800.00	\$ 20,000
TREE AND VEGETATION PROTECTION	LS	1	\$ 10,000.00	\$ 10,000
ROCK FILTER DAMS (INSTALL/REMOVE)	LF	500	\$ 75.00	\$ 37,500
CONSTRUCTION EXITS (INSTALL/REMOVE)	SY	1	\$ 2,500.00	\$ 2,500
TEMPORARY SEDIMENT CONTROL FENCE	LF	600	\$ 6.00	\$ 3,600
CHAIN LINK FENCE TEMP. (INSTALL/REMOVE)	LF	100	\$ 7.00	\$ 700
SUBTOTAL				\$ 1,588,076
CONTINGENCY (30%)				\$ 476,422.65
ENGINEERING (20%)				\$ 412,899.6
TOTAL				\$ 2,477,398

Alt 4 – Property Buyouts, Geneva Street Culvert Stabilization

BID ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
MOBILIZATION	LS	1	4%	\$ 11,225
PREPARING RIGHT-OF-WAY	LS	1	5%	\$ 14,031
CHANNEL EXCAVATION	CY	20	\$ 60.00	\$ 1,200
EMBANKMENT	CY	20	\$ 30.00	\$ 600
FURNISHING AND PLACING TOPSOIL (4")	CY	25	\$ 45.00	\$ 1,125
GRADE CONTROL STRUCTURE	EA	5	\$ 10,000.00	\$ 50,000
TRENCH EXCAVATION AND SAFETY PROTECTION	LF	350	\$ 8.00	\$ 2,800
CONC HEADWALL WITH WINGS, HW= XFT	EA	2	\$ 20,000.00	\$ 40,000
FLOWABLE FILL	CY	220	\$ 180.00	\$ 39,600
DRY ROCK RIPRAP (D50 18")	CY	100	\$ 180.00	\$ 18,000
VERTICAL STILLING BASIN	CY	65	\$ 1,500.00	\$ 97,500
TREE REMOVAL	EA	10	\$ 800.00	\$ 8,000
TREE AND VEGETATION PROTECTION	LS	1	\$ 10,000.00	\$ 10,000
ROCK FILTER DAMS (INSTALL/REMOVE)	LF	100	\$ 50.00	\$ 5,000
CONSTRUCTION EXITS (INSTALL/REMOVE)	SY	1	\$ 2,500.00	\$ 2,500
TEMPORARY SEDIMENT CONTROL FENCE	LF	600	\$ 6.00	\$ 3,600
CHAIN LINK FENCE TEMP. (INSTALL/REMOVE)	LF	100	\$ 7.00	\$ 700

SUBTOTAL \$ 305,881
CONTINGENCY (30%) \$ 91,764.38
ENGINEERING (20%) \$ 79,529.1
TOTAL \$ 477,175

Property Acquisition / Buyouts

Parcel 14012	%	200%	53600	\$ 107,200
Parcel 14013	%	200%	84690	\$ 169,380
Parcel 36181	%	175%	26800	\$ 46,900

TOTAL \$ 323,480

TOTAL (IMPROVEMENTS + BUYOUTS) \$ 800,655



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ATTACHMENT B
DESIGN CONCEPT PLAN SHEETS

CITY OF CASTROVILLE

GARCIA CREEK

DRAINAGE IMPROVEMENTS

Section X, Item a.

PREPARED FOR:



CITY OF CASTROVILLE, TEXAS

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105144
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JUNE 2025

PREPARED BY:



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TBPE Firm No. 6535
www.kfriesse.com



LOCATION MAP
NTS

SUBMITTED FOR APPROVAL BY:

ABE A. SALINAS, PE
K FRIESE & ASSOCIATES, LLC

DATE

ACCEPTED FOR CONSTRUCTION

NAME, PE
MEDINA COUNTY ENGINEER

DATE

ACCEPTED FOR CONSTRUCTION

NAME - TITLE
CITY OF CASTROVILLE, TEXAS

DATE

NOTES:
COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE
PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.
TO CONVERT COORDINATES AND DISTANCES TO GRID VALUES MULTIPLY
BY A COMBINED SURFACE ADJUSTMENT FACTOR OF 0.99987384.
ELEVATIONS REPORTED ARE NAVD88 ORTHOMETRIC GPS HEIGHTS.

SHEET INDEX	
Sheet Number	Sheet Title
1	COVER SHEET
2	SHEET INDEX
3	GENERAL NOTES AND QUANTITIES
4	EXISTING CONDITIONS PLAN
5	DRAINAGE PLAN & PROFILE
6	EXISTING CHANNEL CROSS SECTIONS (1 OF 4)
7	EXISTING CHANNEL CROSS SECTIONS (2 OF 4)
8	EXISTING CHANNEL CROSS SECTIONS (3 OF 4)
9	EXISTING CHANNEL CROSS SECTIONS (4 OF 4)
10	CHANNEL DETAILS
11	DRAINAGE CHANNEL LAYOUT
12	CULVERT LAYOUT
13	TREE SURVEY AND PROTECTION PLAN
4	GENERAL QUANTITIES
7	CROSS SECTION LAYOUT

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CASTROVILLE, TEXAS
CITY OF CASTROVILLE

GARCIA CREEK
DRAINAGE IMPROVEMENTS

SHEET
INDEX



NOTES	NAME	DATE
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DESIGNED BY	TJ	####
CHECKED BY	MG	####
REVIEWED BY	MP	####



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GENERAL NOTES:

1.

GRADING AND GROUND ELEVATIONS SHOWN ARE BASED UPON 3RD PARTY INFORMATION AND HAVE NOT BEEN VERIFIED. CONTRACTOR TO VERIFY EXISTING ELEVATIONS, EXISTING DRAINAGE AND UTILITY ROW LOCATION, AND EXISTING UTILITIES WITHIN THE GRADING LIMITS. PROPOSED GRADING SHALL BE CONTAINED WITHIN THE EXISTING ROW LIMITS AND ADJUSTED AS NECESSARY TO AVOID ANY UTILITY IMPACTS.
2.

A CONSTRUCTION ENTRANCE SHALL BE LOCATED SO AS TO PROVIDE THE LEAST AMOUNT OF DISTURBANCE TO THE FLOW OF TRAFFIC IN AND OUT OF THE SITE.
3.

THE NATURE OF THIS SITE'S CONSTRUCTION CONSISTS OF:

A. CLEARING AND GRUBBING

B. PRELIMINARY GRADING

C. FINAL GRADING AND STABILIZATION
4.

POST CONSTRUCTION STORM WATER POLLUTION CONTROL MEASURES INCLUDE STABILIZATION BY PERMANENT LANDSCAPING.
5.

DISTURBED PORTIONS OF SITE MUST BE STABILIZED, STABILIZATION PRACTICES MUST BE INITIATED WITHIN 14 DAYS IN PORTIONS OF THE SITE WHERE CONSTRUCTION HAS BEEN EITHER TEMPORARILY OR PERMANENTLY CEASED. CONTRACTOR SHALL REMOVE TEMPORARY EROSION CONTROL DEVICES UPON COMPLETION OF STABILIZATION AND PERMANENT DRAINAGE FACILITIES.
6.

CONTRACTOR SHALL INSPECT DISTURBED AREAS, MATERIAL STORAGE AREAS EXPOSED TO PRECIPITATION, STRUCTURAL CONTROL MEASURES, AND VEHICLE ENTRY AND EXIT AREAS AT LEAST ONCE EVERY 14 CALENDAR DAYS AND WITHIN 24 HOURS OF A STORM EVENT OF 0.5 INCHES OR GREATER.
7.

CONTRACTOR IS SOLELY RESPONSIBLE FOR SELECTION, IMPLEMENTATION, MAINTENANCE, AND EFFECTIVENESS OF ALL SWPPP CONTROLS.
8.

CONTRACTOR SHALL RECORD INSTALLATION, MAINTENANCE OR MODIFICATION, AND REMOVAL DATES FOR EACH EROSION CONTROL BMP EMPLOYED.
9.

TEMPORARY AND PERMANENT STABILIZATION PRACTICES AND BMP'S SHALL BE INSTALLED AT THE EARLIEST POSSIBLE TIME DURING THE CONSTRUCTION SEQUENCE. AS AN EXAMPLE, PERIMETER SILT FENCE SHALL BE INSTALLED BEFORE COMMENCEMENT OF ANY GRADING ACTIVITIES. OTHER BMP'S SHALL BE INSTALLED AS SOON AS PRACTICABLE AND SHALL BE MAINTAINED UNTIL FINAL SITE STABILIZATION IS ATTAINED.
10.

THE DISTRUBED AREAS TO RECEIVE SEED MIXES SHALL BE FROM HYDROSEED. COORDINATE HYDROSEED MIX WITH SEED SUPPLIERS CURRENT RECOMMENDATION BY APPLICATION AND SLOPE ASPECT.
11.

PERMANENT STABILIZATION SEED MIX: FROM SEPTEMBER 1 TO MARCH 1, 1 POUND PER 1,000 SQUARE FEET OF UNHULLED BERMUDA FROM MARCH 2 TO AUGUST 31, 1 POUND PER 1,000 SQUARE FEET OF HULLED BERMUDA
12.

ALTERNATE SEED MIXES CAN BE USED WITH ENGINEER'S WRITTEN APPROVAL.
13.

FROM SEPTEMBER 1 TO MARCH 1, 70 POUNDS PER ACRE OF WINTER RYE WITH A PURITY OF 95% WITH 90% GERMINATION SHALL BE ADDED TO EACH SEED MIX.
14.

FROM MARCH 2 TO AUGUST 31, 30 POUNDS PER ACRE OF FOXTAIL MILLET WITH A PURITY OF 95% WITH 85% GERMINATION SHALL BE ADDED TO EACH SEED MIX.
15.

FERTILIZER SHALL BE A WATER SOLUBLE FERTILIZER WITH AN ANALYSIS OF 15-15-15 AT THE RATE OF 1.5 POUNDS PER 1,000 SQUARE FEET.
16.

RESTORATION SHALL BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST 1-1/2 INCHES HIGH WITH 95% COVERAGE, PROVIDED NO BARE SPOTS LARGER THAN 16 SQUARE FEET EXIST.
17.

CONTRACTOR SHALL IDENTIFY AND PROTECT EXISTING PUBLIC, PRIVATE, FRANCHISE, TELEPHONE, ELECTRIC, CABLE, GAS, AND OTHER UTILITY SERVICE LINES DURING CONSTRUCTION. ANY DAMAGE TO THESE FACILITIES SHALL BE REPAIRED AT NO ADDITIONAL PAY. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THESE PLANS.
18.

CONFLICTS IN PLANS AND/OR SPECIFICATIONS FOUND BY THE CONTRACTOR SHALL BE PROMPTLY REPORTED TO THE CITY BEFORE PROCEEDING WITH CONSTRUCTION.
19.

DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF FENCING. DAMAGED FENCING SHALL BE REPLACED WITH EQUAL OR BETTER MATERIALS AND WORKMANSHIP. THE CONTRACTOR SHALL COORDINATE WITH THE LANDOWNER FOR ANY WORK WITHIN PRIVATE PROPERTY.
20.

NO WASTE MATERIALS SHALL BE PLACED IN EXISTING LOWS THAT WILL BLOCK OR ALTER THE FLOW OF WATER WITHIN THE CHANNEL.
21.

CONSTRUCTION SPOILS WILL BE DISPOSED OFFSITE IN COMPLIANCE WITH CURRENT APPLICABLE REGULATIONS AND THESE PLANS AND SPECIFICATIONS.
22.

ESTABLISH FINAL GRADES TO ASSURE POSITIVE DRAINAGE.

GENERAL QUANTITIES

BID ITEM DESCRIPTION	UNIT	QTY
MOBILIZATION	LS	1
PREPARING RIGHT-OF-WAY	LS	1
CHANNEL EXCAVATION	CY	100
EMBANKMENT	CY	485
FURNISHING AND PLACING TOPSOIL (4")	CY	108
GRADE CONTROL STRUCTURE	EA	2
TRENCH EXCAVATION AND SAFETY PROTECTION	LF	350
FLOWABLE FILL	CY	475
DRY ROCK RIPRAP (D50 18")	CY	120
CONCRETE DROP STRUCTURE	CY	85
FLUME OUTFALL	LS	1
FLEXBASE (24-INCH THICKNESS)	CY	20
TREE REMOVAL	EA	50
RETAINING WALL, SEGMENTAL	SF	3,000
TREE AND VEGETATION PROTECTION	LS	1
ROCK FILTER DAMS (INSTALL/REMOVE)	LF	500
CONSTRUCTION EXITS (INSTALL/REMOVE)	SY	1
TEMPORARY SEDIMENT CONTROL FENCE	LF	600
CHAIN LINK FENCE TEMP. (INSTALL/REMOVE)	LF	100

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CASTROVILLE, TEXAS
CITY OF CASTROVILLE

GARCIA CREEK
DRAINAGE IMPROVEMENTS

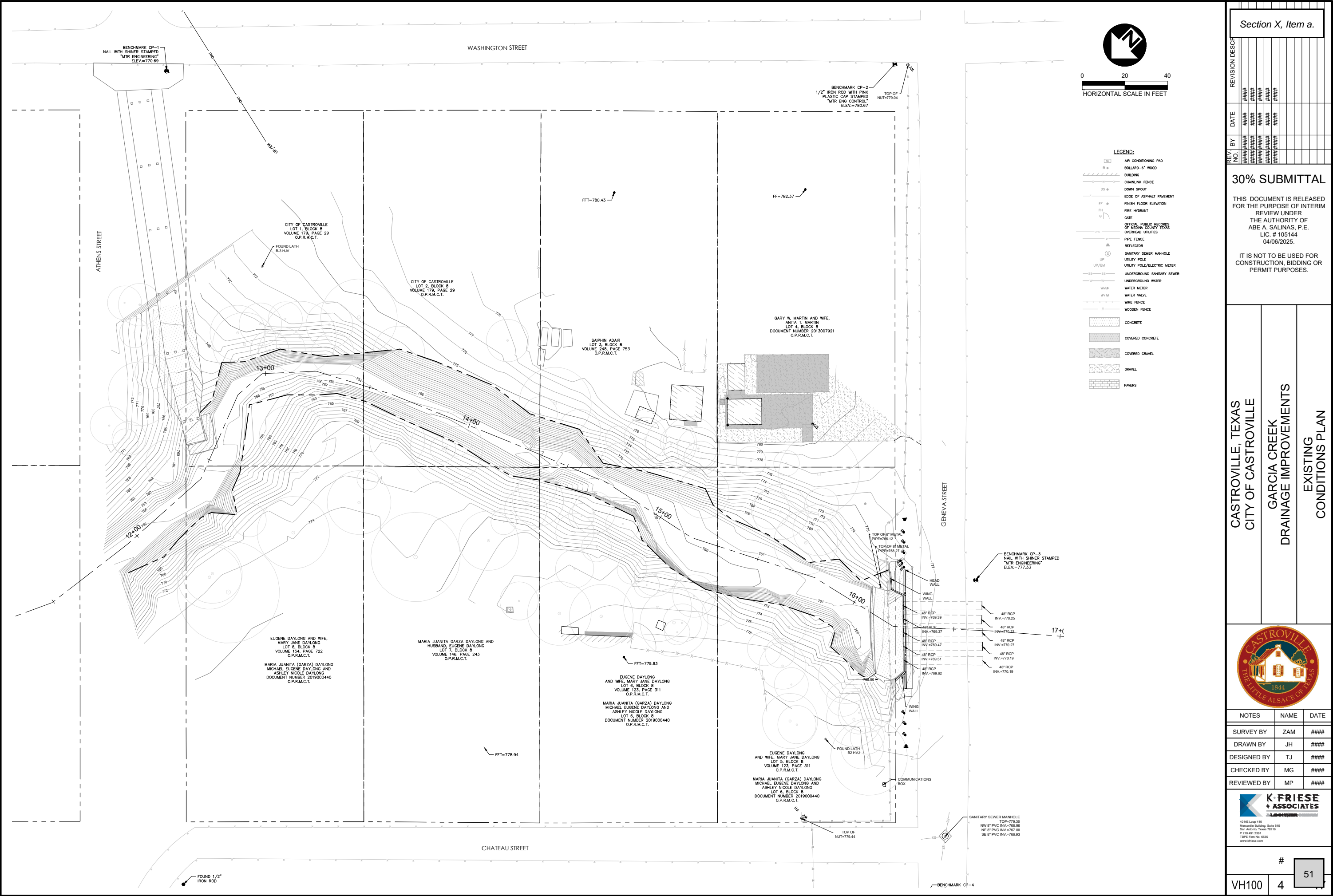
GENERAL NOTES AND
QUANTITIES



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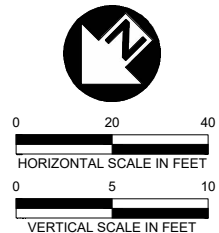
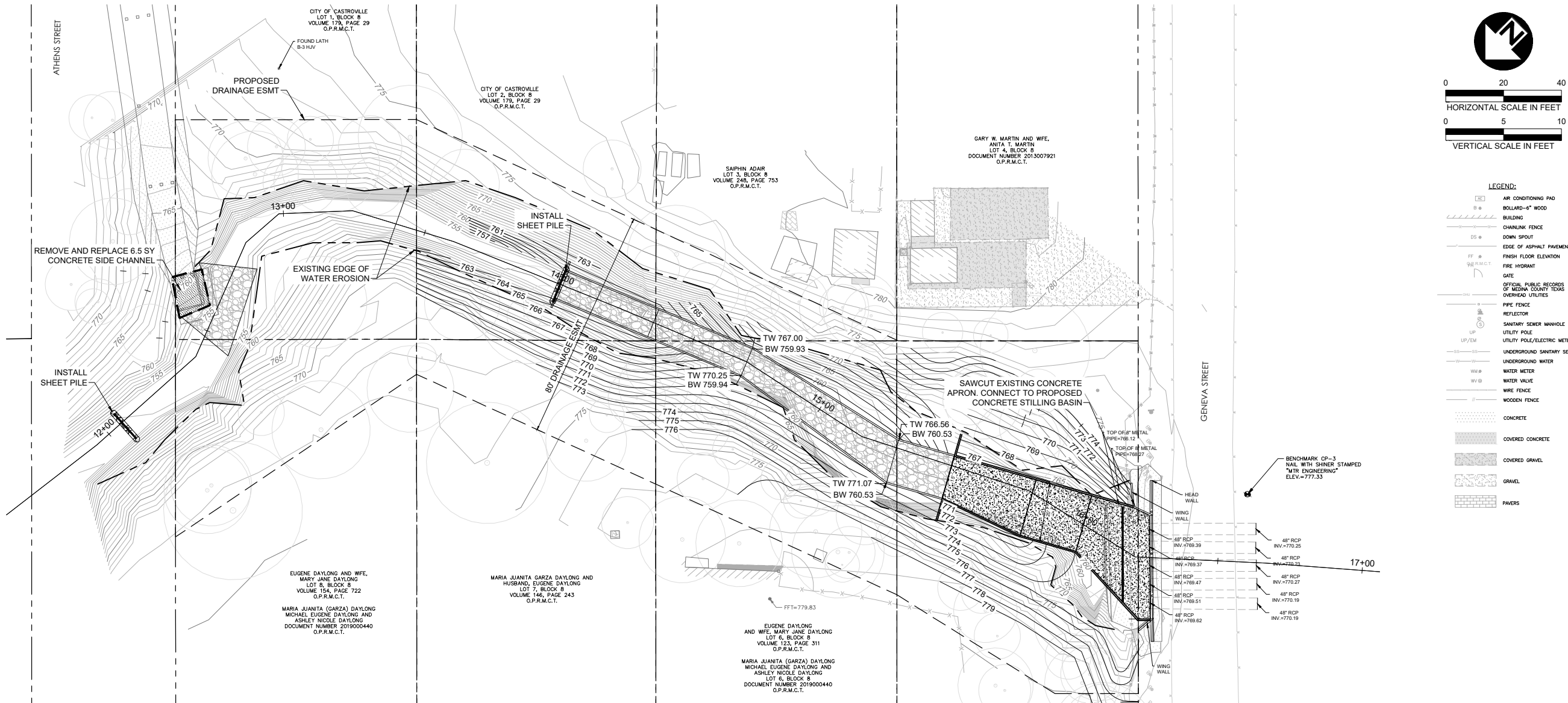
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CASTROVILLE, TEXAS CITY OF CASTROVILLE GARCIA CREEK DRAINAGE IMPROVEMENTS EXISTING CONDITIONS PLAN

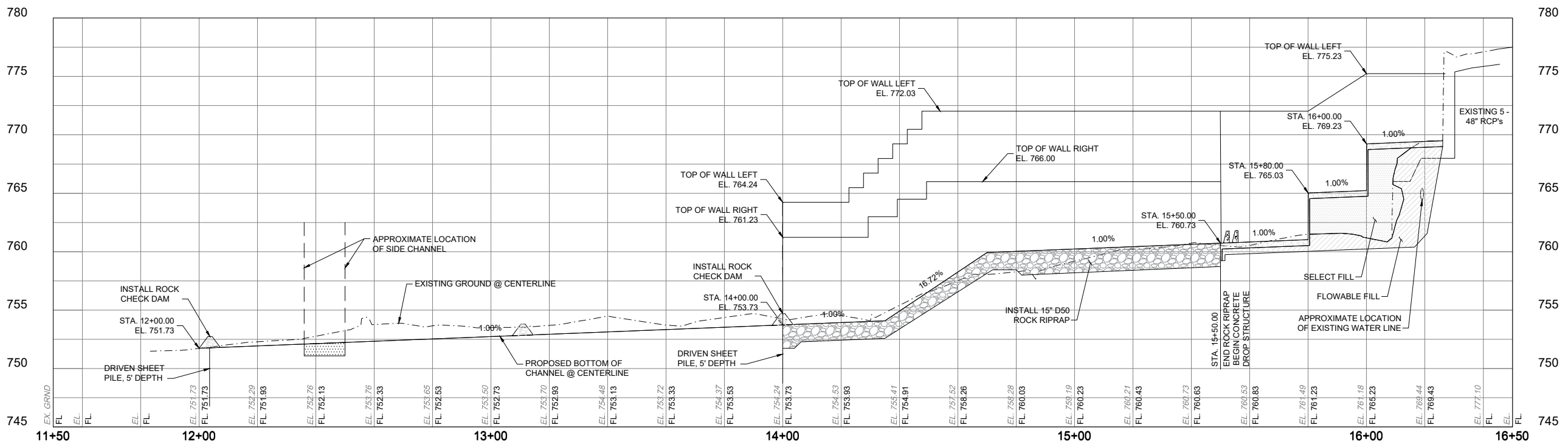


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- LEGEND:
- AC AIR CONDITIONING PAD
 - B BOLLARD-6" WOOD
 - BUILDING
 - CHAINLINK FENCE
 - DOWN SPOUT
 - DS
 - EDGE OF ASPHALT PAVEMENT
 - FF FINISH FLOOR ELEVATION
 - FW FIRE HYDRANT
 - DATE
 - OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY TEXAS
 - OVERHEAD UTILITIES
 - PIPE FENCE
 - REFLECTOR
 - SANITARY SEWER MANHOLE
 - UTILITY POLE
 - UTILITY POLE/ELECTRIC METER
 - UNDERGROUND SANITARY SEWER
 - UNDERGROUND WATER
 - WATER METER
 - WATER VALVE
 - WIRE FENCE
 - WOODEN FENCE
- CONCRETE
- COVERED CONCRETE
- COVERED GRAVEL
- GRAVEL
- PAVERS



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REVISION	DATE	BY	NO.
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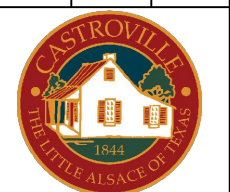
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CASTROVILLE, TEXAS
CITY OF CASTROVILLE

GARCIA CREEK
DRAINAGE IMPROVEMENTS

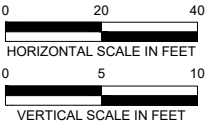
DRAINAGE PLAN & PROFILE



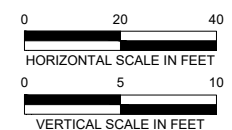
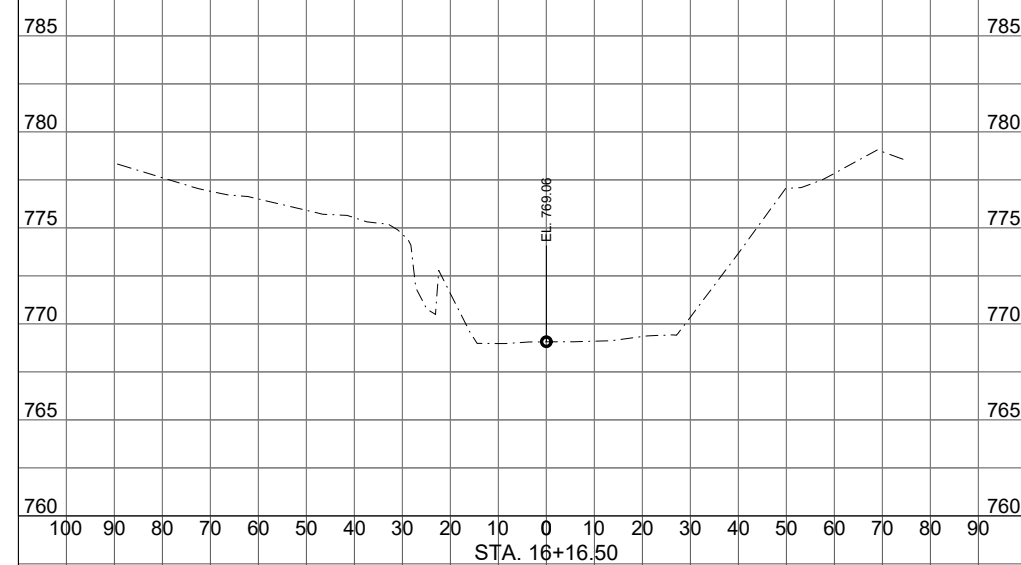
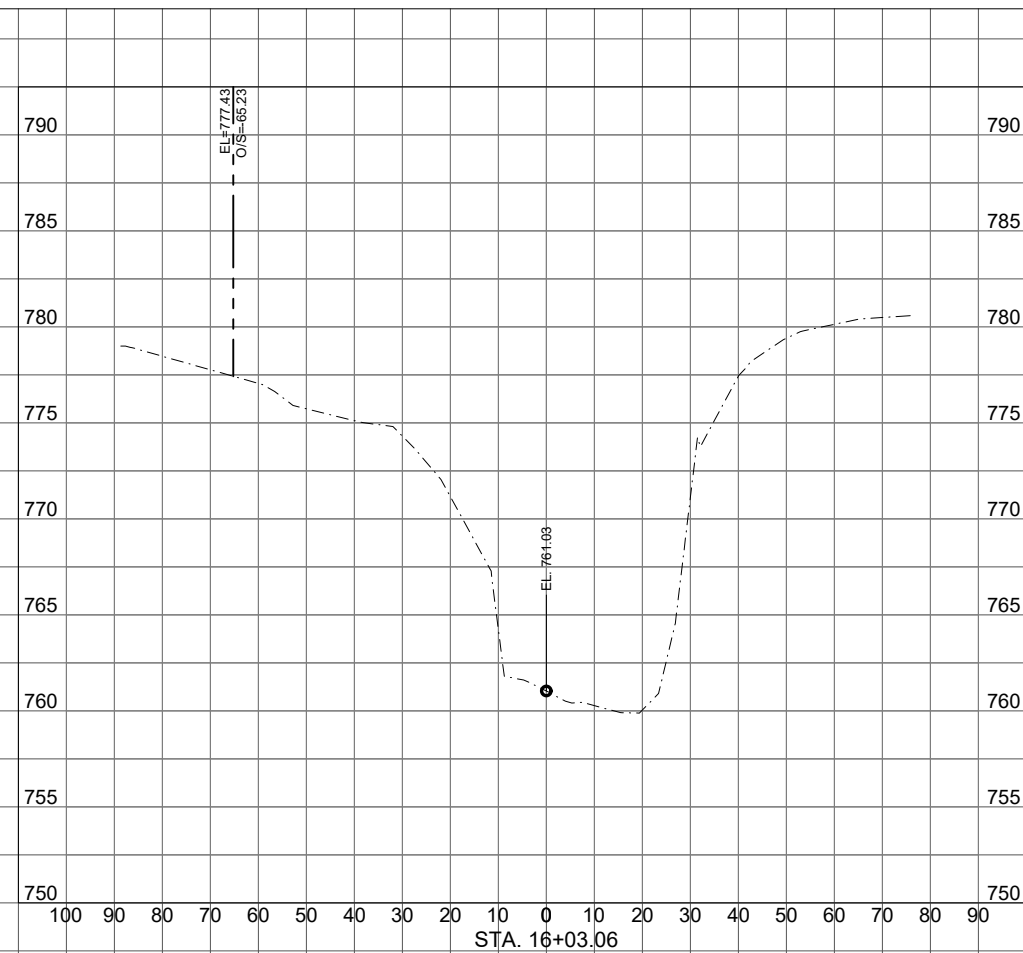
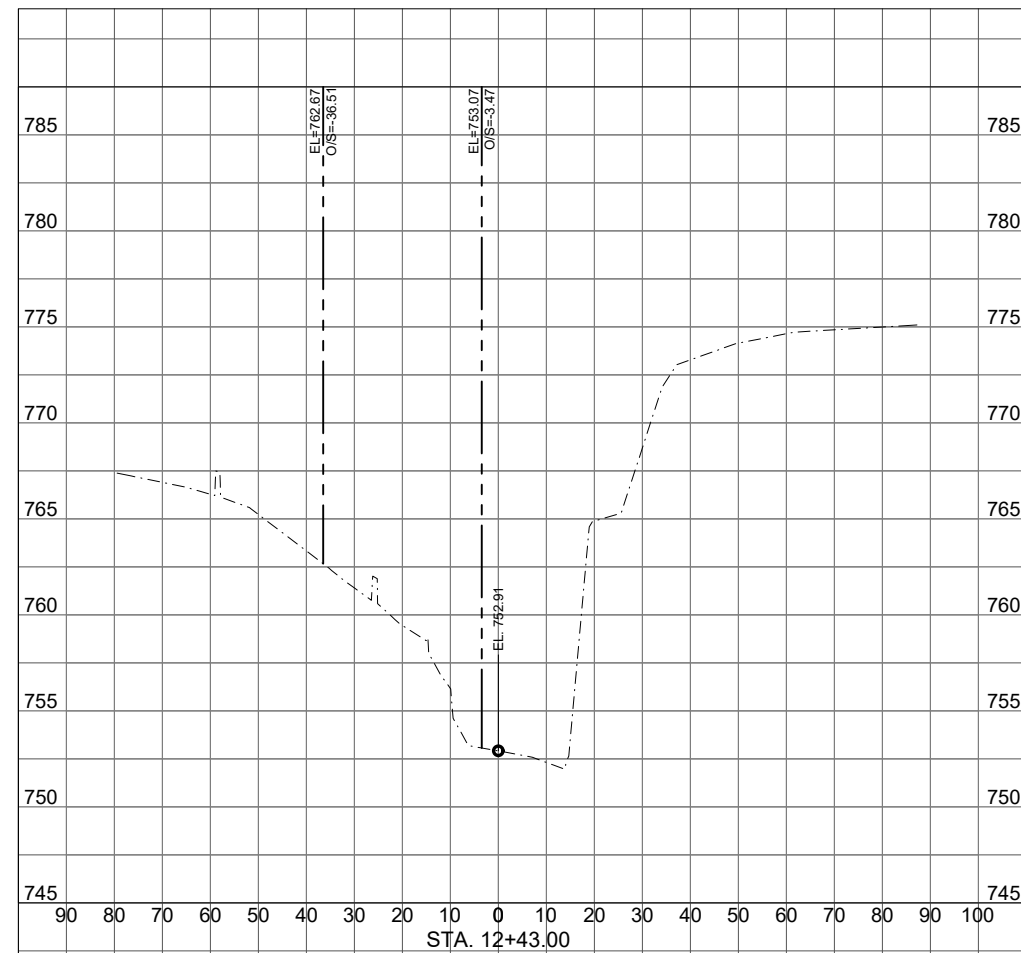
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CITY OF CASTROVILLE

GARCIA CREEK DRAINAGE IMPROVEMENTS

EXISTING CHANNEL CROSS SECTIONS
(SHEET 4 OF 4)

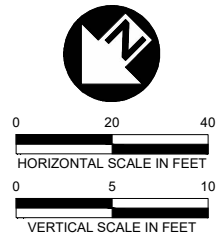
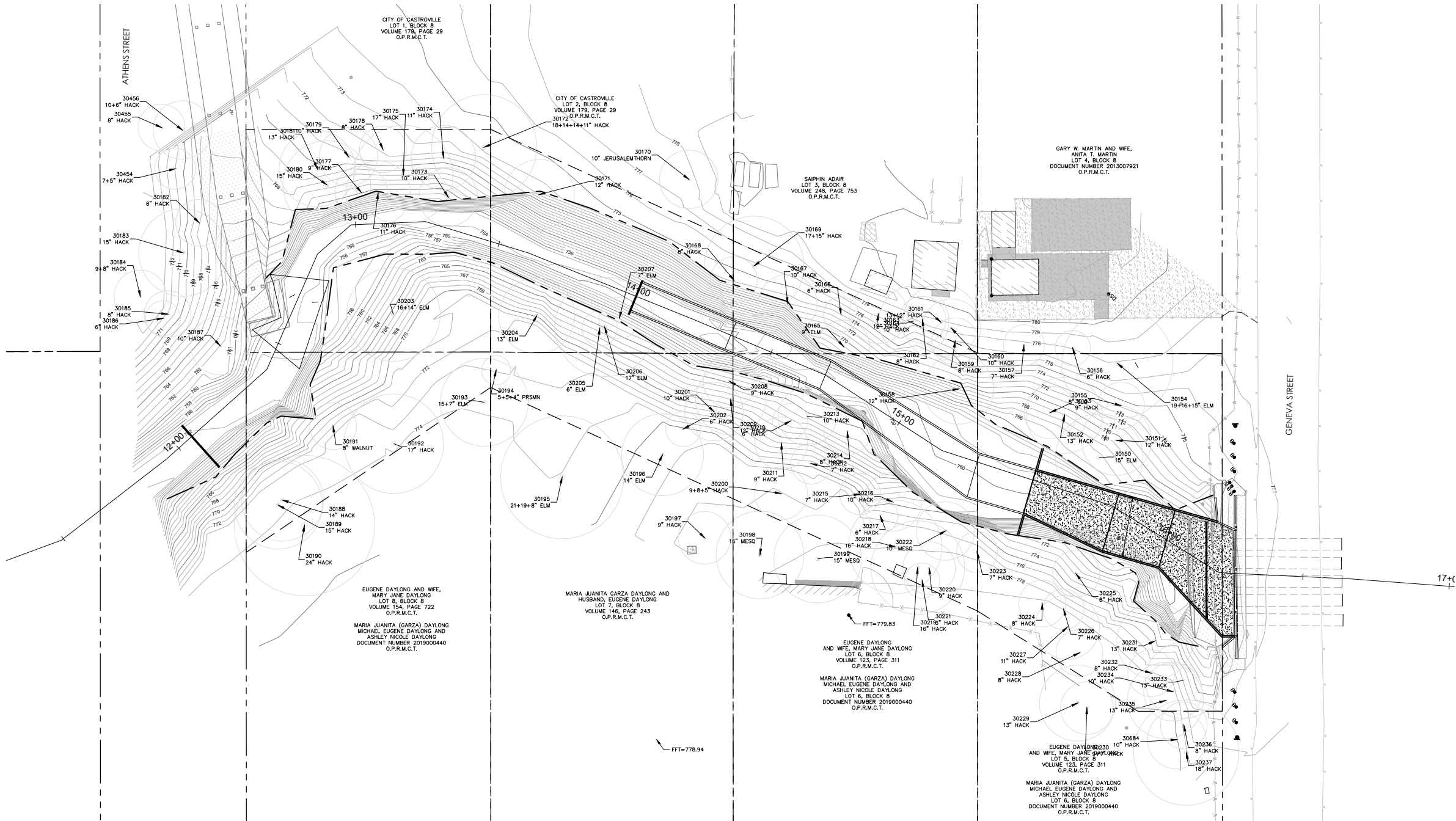


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	#	56
DR304	9	



LEGEND:	
	AIR CONDITIONING PAD
	BUILDING
	CHAINLINK FENCE
	DOWN SPOUT
	EDGE OF ASPHALT PAVEMENT
	FINISH FLOOR ELEVATION
	FIRE HYDRANT
	GATE
	OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY TEXAS OVERHEAD UTILITIES
	PIPE FENCE
	REFLECTOR
	SANITARY SEWER MANHOLE
	UTILITY POLE
	UTILITY POLE/ELECTRIC METER
	UNDERGROUND SANITARY SEWER
	UNDERGROUND WATER
	WATER METER
	WATER VALVE
	WIRE FENCE
	WOODEN FENCE
	CONCRETE
	COVERED CONCRETE
	COVERED GRAVEL
	GRAVEL
	PAVERS

TREES		TREES		TREES		TREES		TREES	
Tree Tag #	Description	Tree Tag #	Description	Tree Tag #	Description	Tree Tag #	Description	Tree Tag #	Description
30150	15" ELM	30170	10" JERUSALEMTHORN	30190	24" HACK	30210	6" HACK	30230	9+7" HACK
30151	12" HACK	30171	12" HACK	30191	8" WALNUT	30211	9" HACK	30231	13" HACK
30152	13" HACK	30172	18+14+14+11" HACK	30192	17" HACK	30212	7" HACK	30232	8" HACK
30153	9" HACK	30173	10" HACK	30193	15+7" ELM	30213	10" HACK	30233	13" HACK
30154	19+16+15" ELM	30174	11" HACK	30194	5+5+4" PRSMN	30214	8" HACK	30234	10" HACK
30155	8" ELM	30175	17" HACK	30195	21+19+8" ELM	30215	7" HACK	30235	13" HACK
30156	6" HACK	30176	11" HACK	30196	14" ELM	30216	10" HACK	30236	8" HACK
30157	7" HACK	30177	9" HACK	30197	9" HACK	30217	6" HACK	30237	18" HACK
30158	12" HACK	30178	8" HACK	30198	15" MESQ	30218	16" HACK	30454	7+5" HACK
30159	8" HACK	30179	10" HACK	30199	15" MESQ	30219	16" HACK	30455	8" HACK
30160	10" HACK	30180	15" HACK	30200	9+8+5" HACK	30220	9" HACK	30456	10+6" HACK
30161	13+12" HACK	30181	13" HACK	30201	10" HACK	30221	6" HACK	30684	10" HACK
30162	8" HACK	30182	8" HACK	30202	6" HACK	30222	10" MESQ		
30163	12" HACK	30183	15" HACK	30203	16+14" ELM	30223	7" HACK		
30164	10" HACK	30184	9+8" HACK	30204	13" ELM	30224	8" HACK		
30165	9" ELM	30185	8" HACK	30205	6" ELM	30225	8" HACK		
30166	6" HACK	30186	6" HACK	30206	17" ELM	30226	7" HACK		
30167	10" HACK	30187	10" HACK	30207	7" ELM	30227	11" HACK		
30168	8" HACK	30188	14" HACK	30208	9" HACK	30228	8" HACK		
30169	17+15" HACK	30189	15" HACK	30209	12" HACK	30229	13" HACK		

TREE PROTECTION NOTES

- ALL TREES SHOWN ON THIS PLAN TO BE RETAINED SHALL BE PROTECTED DURING CONSTRUCTION WITH TEMPORARY FENCING. FENCING WILL NOT BE PAID FOR DIRECTLY, BUT SHALL BE SUBSIDIARY TO ITEM NO. 100 PREPARING RIGHT-OF-WAY.
- TREE PROTECTION FENCES SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY SITE PREPARATION WORK(CLEARING, GRUBBING OR GRADING).
- FENCES SHALL COMPLETELY SURROUND THE TREE OR CLUSTERS OF TREES; WILL BE LOCATED AT THE OUTERMOST LIMITS OF THE TREE BRANCHES (DRIPLINE); AND WILL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROJECT IN ORDER TO PREVENT THE FOLLOWING:
 - SOIL COMPACTION IN THE ROOT ZONE AREA RESULTING FROM VEHICULAR TRAFFIC OR STORAGE OF EQUIPMENT OR MATERIALS;
 - ROOT ZONE DISTURBANCES DUE TO GRADE CHANGES (GREATER THAN 6 INCHES CUT OR FILL) OR TRENCHING NOT REVIEWED AND AUTHORIZED BY THE COUNTY;
 - WOUNDS TO EXPOSED ROOTS, TRUNK OR LIMBS BY MECHANICAL EQUIPMENT;
 - OTHER ACTIVITIES DETRIMENTAL TO TREES SUCH AS CHEMICAL STORAGE, CEMENT TRUCK CLEANING, AND FIRES.
- EXCEPTIONS TO INSTALLING FENCES AT TREE DRIP LINES MAY BE PERMITTED IN THE FOLLOWING CASES:
 - WHERE PERMEABLE PAVING IS TO BE INSTALLED, ERECT THE FENCE AT THE OUTER LIMITS OF THE PERMEABLE PAVING AREA;
 - WHERE TREES ARE CLOSE TO PROPOSED BUILDINGS, ERECT THE FENCE NO CLOSER THAN 6 FEET TO THE BUILDING;
 - WHERE THERE ARE SEVERE SPACE CONSTRAINTS DUE TO TRACT SIZE, OR OTHER SPECIAL REQUIREMENTS, CONTACT THE ENGINEER TO DISCUSS ALTERNATIVES.
- WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN A FENCE BEING CLOSER THAN 4 FEET TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED-ON PLANKING TO A HEIGHT OF 8 FEET (OR TO THE LIMITS OF LOWER BRANCHING) IN ADDITION TO THE REDUCED FENCING PROVIDED.
- WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN AREAS OF UNPROTECTED ROOT ZONES (UNDER DRIPLINES) THOSE AREAS SHOULD BE COVERED WITH 4 INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION.
- ALL GRADING WITHIN PROTECTED ROOT ZONE AREAS SHALL BE DONE BY HAND OR WITH SMALL EQUIPMENT TO MINIMIZE ROOT DAMAGE. PRIOR TO GRADING, RELOCATE PROTECTIVE FENCING TO MINIMIZE ROOT DAMAGE. PRIOR TO GRADING, RELOCATE PROTECTIVE FENCING TO 2 FEET BEHIND THE GRADE CHANGE AREA.
- ANY ROOTS EXPOSED BY CONSTRUCTION ACTIVITY SHALL BE PRUNED FLUSH WITH THE SOIL. BACKFILL ROOT AREAS WITH GOOD QUALITY TOP SOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN 2 DAYS, COVER THEM WITH ORGANIC MATERIAL IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
- PRIOR TO EXCAVATION OR GRADE CUTTING WITHIN TREE DRIPLINES MAKE A CLEAN CUT BETWEEN THE DISTURBED AND UNDISTURBED ROOT ZONES WITH A ROCK SAW OR SIMILAR EQUIPMENT TO MINIMIZE DAMAGE TO REMAINING ROOTS.
- TREES MOST HEAVILY IMPACTED BY CONSTRUCTION ACTIVITIES SHOULD BE WATERED DEEPLY ONCE A WEEK DURING PERIODS OF HOT, DRY WEATHER. TREE CROWNS SHOULD BE SPRAYED WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION ON THE LEAVES.
- ANY TRENCHING REQUIRED FOR THE INSTALLATION OF LANDSCAPE IRRIGATION SHALL BE PLACED AS FAR FROM EXISTING TREE TRUNKS AS POSSIBLE.
- NO LANDSCAPE TOPSOIL DRESSING GREATER THAN 4 INCHES SHALL BE PERMITTED WITHIN THE DRIPLINE OF TREES. NO SOIL IS PERMITTED ON THE ROOT FLARE OF ANY TREE.

Section X, Item a.

REVISION	DATE	BY	NO.
###	###	###	###

30% SUBMITTAL

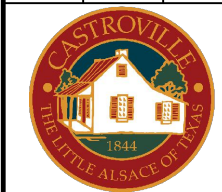
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF ABE A. SALINAS, P.E. LIC. # 105144 04/06/2025.

IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

CASTROVILLE, TEXAS
CITY OF CASTROVILLE

GARCIA CREEK
DRAINAGE IMPROVEMENTS

TREE SURVEY AND
PROTECTION PLAN



NOTES	NAME	DATE
SURVEY BY	ZAM	####
DRAWN BY	JH	####
DESIGNED BY	TJ	####
CHECKED BY	MG	####
REVIEWED BY	MP	####





40 NE Loop 410, Mercantile Building, Suite 545
San Antonio, Texas 78216
P 210.491.2391 | kfriese.com
TBPE Firm No. 6535

ATTACHMENT C
GEOTECHNICAL REPORT

**GEOTECHNICAL DATA REPORT
CASTROVILLE – GARCIA CREEK CHANNEL STABILIZATION
CASTROVILLE, TEXAS**

**SUBMITTED TO
K FRIESE & ASSOCIATES, LLC.
40 NE INTERSTATE 410 LOOP, SUITE 545
SAN ANTONIO, TX 78216**

**BY
HVJ SOUTH CENTRAL TEXAS – M&J, INC.
NOVEMBER 8, 2024**

DRAFT

REPORT NO.: SG 24 10218



4201 Freidrich Lane, Suite 110
Austin, Texas 78744
512.447.9081 Ph
512.443.3442 Fax
www.hvj.com

November 8, 2024

Mr. Abe Salinas, PE, CFM
Drainage Business Practice Lead
K Friese and Associates, LLC.
40 NE Loop 410, Suite 545
San Antonio, TX 78216

Re: Geotechnical Data Report
Castroville - Garcia Creek Channel Stabilization
Castroville, Texas
Owner: City of Castroville
HVJSCTx Project No.: SG 24 10218

Dear Mr. Salinas,

Submitted herein is the draft Geotechnical Data Report for the above referenced project. This study was performed in accordance with our proposal number SG 24 10218 dated June 3, 2024, and the executed contract dated July 24, 2024.

It has been a pleasure to work for you on this project and we appreciate the opportunity to be of service. Please notify us if there are questions or if we may be of further assistance.

Sincerely,

HVJ South Central Texas – M&J, Inc.
Texas Firm Registration No. F-18091

DRAFT

Alireza Shiri, E.I.T.
Staff Engineer

Golam Kibria, PhD, PE
Vice-President of Operations

Copies submitted: (1) Electronic

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PLATE

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PLAN OF BORINGS 3

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APPENDIX

APPENDIX

LABORATORY TEST RESULTS SUMMARY A

GRAIN SIZE ANALYSIS TEST RESULTS..... B

DIRECT SHEAR TEST RESULTS C

EXECUTIVE SUMMARY

HVJ South Central Texas - M&J, Inc., (HVJSCTx) was retained by K Friese and Associates, LLC. (KFA) to perform a geotechnical investigation for the “Castroville – Garcia Creek Channel Stabilization” project in Castroville, Texas. Based on the information provided to us by KFA, the project includes stabilizing Geneva Street culvert, protecting the water main under the culvert apron, stabilizing the banks near the culvert apron, and providing grade controls in the stream to stabilize the channel bottom for the City of Castroville. The project site is located at the east of Geneva Street, just south of its intersection with Chateau Street in Castroville, Texas.

This data report presents field investigation and laboratory testing performed to date pertinent to the project.

A brief summary of the geotechnical investigational findings are as follows:

1. Four (4) borings were drilled, each to a depth of 40 feet below the existing ground surface, for a total combined footage of 160 LF.
2. Two (2) bulk scour samples were collected to aid in the scour analysis.
3. Based on review of available geological information, and the field exploration program, the project site lies within the Fluvatile Terrace Deposits (Qt) overlying Escondido Formation (Kes).
4. In general, the subsurface materials consist of Fluvatile Terrace Deposits (Qt) overlying Escondido Formation (Kes).

Fluvatile Terrace Deposits were encountered in all the borings and generally consisted of Lean Clay with Sand (CL), Sandy Lean Clay (CL), Lean Clay with Gravel (CL), Gravelly Lean Clay (CL), Fat Clay (CH), Fat Clay with Sand (CH), Sandy Fat Clay (CH), Fat Clay with Gravel (CH), Sandy Fat Clay with Gravel (CH), Clayey Sand (SC), Clayey Sand with Gravel (SC), Clayey Gravel (GC), and Clayey Gravel with Sand (GC). Fluvatile Terrace Deposits were encountered at depths approximately ranging from 0 to 38.5 feet below the existing grades, and the thickness of Fluvatile Terrace Deposits ranged approximately from 33.5 to 38.5 feet.

Underlying the Fluvatile Terrace Deposits, Escondido Formation (Kes) was encountered in all the borings that generally consisted of Lean Clay (CL), Lean Clay with Sand (CL), and Fat Clay (CH). Escondido Formation was encountered at depths approximately ranging from 33.5 to 38.5 feet below the existing grades and continued to the termination depths of the borings.

5. Groundwater was not encountered in any of the borings during drilling operations. It should be noted that groundwater levels may fluctuate seasonally, in response to climatic conditions, and with precipitation events. Perched groundwater conditions may also exist at the interface between the cohesive and cohesionless soil layers. Also, the water level at the Medina River and Garcia Creek in the vicinity of the project site may affect subsurface water level at this site.

Please note that this executive summary does not fully relate our findings. Those findings are only presented though our full report.

1 INTRODUCTION

1.1 General

HVJ South Central Texas - M&J, Inc., (HVJSCTx) was retained by K Friese and Associates, LLC. (KFA) to perform a geotechnical investigation for the “Castroville – Garcia Creek Channel Stabilization” project in Castroville, Texas. Based on the information provided to us by KFA, the project includes stabilizing Geneva Street culvert, protecting the water main under the culvert apron, stabilizing the banks near the culvert apron, and providing grade controls in the stream to stabilize the channel bottom for the City of Castroville. The project site is located at the east of Geneva Street, just south of its intersection with Chateau Street in Castroville, Texas. The location of the project is shown in the Site Vicinity Map on Plate 1.

1.2 Scope of Work

The primary objective of this study was to gather subsurface information at the project site. This objective was accomplished by:

1. Drilling four (4) borings, each to a depth of 40 feet below the existing ground surface, for a total combined footage of 160 LF.
2. Two (2) bulk scour samples were collected to aid in the scour analysis.
3. Performing laboratory tests on select samples to determine physical and engineering characteristics of the subsurface materials.
4. Providing a Geotechnical Data Report summarizing the subsurface conditions and laboratory test results.

Subsequent sections of this report contain descriptions of the field exploration, laboratory testing program, subsurface conditions, groundwater conditions, and limitations.

Pertinent design information and cross sections of the existing slopes were not available during preparation of this report. A separate geotechnical design memorandum will be issued including slope stability analyses, channel stabilization and culvert recommendations.

2 SUBSURFACE EXPLORATION

2.1 General

The field exploration for the project was performed on September 10 and September 11, 2024. The borings were drilled with a truck mounted drill rig equipped with soil sampling equipment. The boring locations were selected by KFA in consultation with HVJSCTx. The boring and scour sampling locations are shown on the Plan of Borings on Plate 3. Table 2-1 below summarizes the boring and scour sampling details.

Table 2-1: Boring Details

Boring	Depth (ft)	Latitude	Longitude	Northing	Easting	Elevation (ft)	Groundwater Depth (ft)
B-1	40	29.355584	-98.890434	13676844.4	2003400.8	775	NE
B-2	40	29.355831	-98.890653	13676934.2	2003331.0	780	NE
B-3	40	29.355892	-98.889572	13676956.7	2003675.3	774	NE
B-4	40	29.356063	-98.889863	13677018.8	2003582.5	774	NE
S-1	2	29.355753	-98.890295	13676905.9	2003445.0	760	NE
S-2	2	29.356055	-98.889716	13677015.9	2003629.4	756	NE

Note: Borings were not professionally surveyed. The locations were obtained using handheld GPS device and are approximate. Coordinates in Northing and Easting are based on the Texas State Plane Coordinate System, South Central Zone, NAD 83(2011). The elevations were obtained from <https://www.freemaptools.com/elevation-finder.htm> and are approximate. Units: US Survey Feet. The notation NE denotes for "Not Encountered."

2.2 Field Testing and Sampling Methods

Fine grained, cohesive soils encountered were sampled using a 3-inch outer diameter thin-walled tube, which was pushed into the soil in general accordance with ASTM D1587 - *Thin-Walled Tube Sampling of Soils*. The samples were extruded in the field and a calibrated pocket penetrometer was used to obtain an estimate of the unconfined compressive strength of the sample. Extruded relatively undisturbed sample lengths are presented in the boring logs along with the measured pocket penetrometer values.

Standard Penetration Tests (SPTs) were conducted within stiff to very hard cohesive and non-cohesive soils. The SPTs were performed in accordance with ASTM D1586 – *Penetration Test and Split-Barrel Sampling of Soils*. This consisted of driving a standardized 1.50 ± 0.005 -inch inner diameter split-spoon sampler into undisturbed soil with a safety 140-pound hammer. A safety hammer with a 30-inch drop was used to perform the test. The split-spoon sampler was first seated 6 inches to penetrate any loose cuttings, and then driven an additional 12 inches with blows from the hammer. The number of hammer blows required to drive the sampler each 6-inch increment was recorded. The penetration resistance "N-value" is defined as the number of hammer blows required to drive sampler the final 12 inches and was used in the field to estimate the density of granular soils or consistency of cohesive soils. In very dense or hard materials, the SPT test was typically stopped after 50 blows from the hammer and the measurement was recorded as 50 blows per distance penetrated (e.g., 50 over 3 inches).

Classification and field test results for collected samples were recorded onto field logs, which included a visual description in accordance with ASTM D2488 – *Visual Description and Identification of Soils*. After field documentation and logging were complete, the individual soil samples were placed in sealed containers to prevent loss of moisture and were transported to our laboratory for further examination and testing.

The sampling information recorded in the field was used in conjunction with additional laboratory examination and testing to generate the final boring logs, which are provided in Plates 4 to 7. The key to terms and symbols for the boring logs is provided in Plate 8.

2.3 Groundwater Conditions

Groundwater was not encountered in any of the borings during drilling operations. It should be noted that groundwater levels may fluctuate seasonally, in response to climatic conditions, and with precipitation events. Perched groundwater conditions may also exist at the interface between the cohesive and cohesionless soil layers. Also, the water level at the Medina River and Garcia Creek in the vicinity of the project site may affect subsurface water level at this site.

2.4 Borehole Completion

The project borings were backfilled with soil cuttings and bentonite chips to match the existing ground surface elevation upon completion of drilling.

3 **LABORATORY TESTING**

3.1 General

Soil samples transported to our laboratory were further examined and described and a preliminary soil classification was assigned to each sample based on ASTM D2487 – *Classification of Soil for Engineering Purposes* and our experience with local geological conditions.

Classification testing, which included moisture contents, Atterberg limits, and percent passing the No. 200 sieve, was subsequently conducted on select samples. Also, unconfined compressive strength and direct shear tests with wet and dry unit weight determinations were performed on select cohesive soil samples. In addition, grain size analysis with hydrometer was conducted on select soil samples. Laboratory testing was performed in accordance with the relevant ASTM and TxDOT Standards as required. The results of these tests were used to confirm or modify the preliminary soil classifications.

The sampling information obtained in the field was used in conjunction with the laboratory examination and testing to generate final boring logs, provided in Plates 4 through 7. Keys of Terms and Symbols for the boring logs are provided on Plate 8. The laboratory test results are provided on the borings logs as well as in the Laboratory Tests Results Summary in Appendix A.

3.2 Moisture Content

Moisture content testing was performed on select soil samples to determine the in-situ state of moisture of the sample. A fresh sample was weighed before being placed in an oven with a controlled temperature of 230°F and dried back to a constant mass. Upon the drying and reweighing of the sample, the total mass of water lost was recorded. The ratio of the water loss to the dried mass is recorded as the moisture content. This test was performed in accordance with ASTM D2216 (Tex-103-E). The test results are presented in the boring logs and also in Appendix A: laboratory test results summary.

3.3 Atterberg Limits

Select samples were tested to determine the Atterberg Limits in accordance with ASTM D4318 (Tex-104-E, and 105-E). The Atterberg Limit test is used to classify the soil using the Unified Soil Classification System (USCS). The Atterberg Limit test consists of two parts: a liquid limit test and a

plastic limit test. The liquid limit equipment setup consists of a brass cup partially filled with soil which is grooved with a specialized grooving tool, and then dropped freely from a specified height to the rubber base below at a constant rate of 2 drops per second. The liquid limit test is performed on soil that has been sieved through the No. 40 sieve and brought to a moisture content that would close the 1/2-inch groove within 20 to 30 blows for two consecutive tests. The moisture content of the soil is then measured and recorded as the liquid limit. The second part of the test consists of a rolling a remolded sample between the tips of the fingers and a glass plate until transverse cracks appear at a rolled diameter of 1/8-inch. The moisture content of the rolled sample is taken and recorded as the plastic limit. The test results are presented in the boring logs and also in Appendix A: laboratory test results summary.

3.4 Percent Passing the No. 200 Sieve

Select soil samples were tested in accordance with ASTM D1140 (Tex-111-E) to determine the amount of material finer than the No. 200 sieve for use in classification. An oven dried sample of material is weighed then washed over a 75-μm (No. 200) sieve, allowing clay and other particles to be dispersed and removed from the soil. The retained material is oven dried then reweighed. The loss in mass resulting from the washing is calculated as mass percent of the original sample and is reported as the percentage of material finer than a No. 200 sieve. The results are used in conjunction with the Atterberg Limits determination to classify the soil using the Unified Soil Classification System (USCS). The test results are presented in the boring logs and also in Appendix A: laboratory test results summary.

3.5 Grain Size Analysis

Grain size analyses were performed on two (2) grab samples collected from two (2) locations to determine particle size distribution of the soil to aid in the scour analysis. Oven dried material was weighed and then mechanically shaken through a full set of sieves, ranging in size from 4.75 mm (No. 4) through 75-μm (No. 200) with the weights retained on each sieve recorded. This test was performed in accordance with ASTM D6913 (Tex-110-E). In addition, grain size analysis was performed on soils passing 75-μm (No. 200) sieve using hydrometer in accordance with ASTM D7928. The results of grain size analyses are provided in Appendix B.

3.6 Pocket Penetrometer

A spring-loaded rod (1/4-inch diameter) is pushed into soil to a penetration of 6 mm and the gauge read for unconfined compressive strength (equals to twice the undrained shear strength) in tons per square foot (tsf). Penetration is limited to soils with unconfined compressive strength less than and equal to 4.5 tsf. Data are representative for soils with Plasticity Index (PI) greater than 12. Below this value, the angle of internal friction of granular particles increases strength to more than the measured value of the undrained shear strength. The test results are presented in the boring logs and also in Appendix A: laboratory test results summary.

3.7 Grain Size Analysis

Grain size analyses were performed on select samples taken from the borings to determine particle size distribution of the soil for use of the Unified Soil Classification System. Oven dried material was weighed and then mechanically shaken through a full set of sieves, ranging in size from 4.75 mm

(No. 4) through 75- μ m (No. 200) with the weights retained on each sieve recorded. This test was performed in accordance with ASTM D6913 (Tex-110-E). In addition, grain size analysis was performed on soils passing 75- μ m (No. 200) sieve using hydrometer in accordance with ASTM D7928. The results of grain size analyses are provided in Appendix B.

3.8 Unconfined Compressive Strength of Soil

Three (3) cohesive soil samples were tested for unconfined compressive strength in accordance with ASTM D2166. The intact specimen is placed in a loading device and subjected to a load producing an axial strain at a rate between 0.5% and 2% per minute. The load is applied until failure occurs at the maximum rate of strain. The maximum axial strain is then used to calculate the soil's unconfined compressive strength. The test results are provided in the boring logs presented in Plates 4 through 7.

3.9 Direct Shear Test

Direct shear test was performed on one (1) select soil sample in accordance with ASTM D3080. This test is performed on a relatively undisturbed soil sample. A specimen is placed in a shear box and a confining stress is applied vertically to the specimen, and the upper ring is pulled laterally until the sample fails, or through a specified strain. The load applied and the strain induced is recorded at frequent intervals to determine a stress-strain curve for each confining stress. Three (3) to four (4) specimens are tested at varying confining stresses to determine the shear strength parameters, the soil cohesion (c') and the angle of internal friction (ϕ'). The y-intercept of the curve which fits the test results is the cohesion, and the slope of the line or curve is the friction angle. The test results are provided in Appendix C.

4 SITE CHARACTERIZATION

4.1 General Geology

Based on review of available geological information¹, and the field exploration program, the project alignment lies within the Fluvialite Terrace Deposits (Qt) underlain by Escondido Formation (Kes) as shown on the Geology Map in Plate 2.

The Fluvialite Terrace Deposits (Qt) generally consist of unconsolidated limestone gravel, sand, silt, and clay in various proportions. The Fluvialite Terrace Deposits are derived from Cretaceous deposits in the drainage area.

The Escondido Formation (Kes) is comprised of shales, siltstone, and sandstone. The shales are gray to bluish gray and would be expected to be like the shales of the Navarro Formation in the San Antonio area. The siltstones are typically brownish yellow and thin bedded.

4.2 Subsurface Stratigraphy

Subsurface conditions at the project site described herein are based on information obtained at the boring locations only. Significant variations at areas not explored by the project borings may require

¹ <https://webapps.usgs.gov/txgeology/>

reevaluation of our findings and conclusions. The subsurface as encountered at the project site are discussed below.

In general, the subsurface materials consist of Fluvatile Terrace Deposits (Qt) overlying Escondido Formation (Kes).

Fluvatile Terrace Deposits were encountered in all the borings and generally consisted of Lean Clay with Sand (CL), Sandy Lean Clay (CL), Lean Clay with Gravel (CL), Gravelly Lean Clay (CL), Fat Clay (CH), Fat Clay with Sand (CH), Sandy Fat Clay (CH), Fat Clay with Gravel (CH), Sandy Fat Clay with Gravel (CH), Clayey Sand (SC), Clayey Sand with Gravel (SC), Clayey Gravel (GC), and Clayey Gravel with Sand (GC). Fluvatile Terrace Deposits were encountered at depths approximately ranging from 0 to 38.5 feet below the existing grades, and the thickness of Fluvatile Terrace Deposits ranged approximately from 33.5 to 38.5 feet.

Underlying the Fluvatile Terrace Deposits, Escondido Formation (Kes) was encountered in all the borings that generally consisted of Lean Clay (CL), Lean Clay with Sand (CL), and Fat Clay (CH). Escondido Formation was encountered at depths approximately ranging from 33.5 to 38.5 feet below the existing grades and continued to the termination depths of the borings.

Detailed descriptions of the materials encountered in the borings are displayed on the final boring logs presented in Plates 4 through 7. A summary of the laboratory test statistics for each layer is shown on the next page in Table 4-1. A complete summary of the laboratory test results can be found in Appendix A.

4-1: Laboratory Testing Statistics by Strata

Laboratory Test	Average	Maximum	Minimum	Standard Deviation	No. Tested
Fluvatile Terrace Deposits					
% Passing No. 200 Sieve	58	91	16	24.7	22
Liquid Limit (%)	43	71	23	11.9	21
Plasticity Index (%)	28	46	10	10.3	21
Moisture Content (%)	11.3	17.6	3.1	4.0	36
Wet Unit Weight (pcf)	127	134	119	7.5	3
Dry Unit Weight (pcf)	111	117	104	6.4	3
Unconfined Compressive Strength (tsf)	14.6	19.7	7.5	6.3	3
Pocket Penetrometer (tsf)	4.5+	4.5+	4.5+	0.0	6
Escondido Formation					
% Passing No. 200 Sieve	83	98	71	12.6	4
Liquid Limit (%)	58	69	47	12.7	4
Plasticity Index (%)	37	43	30	7.2	4
Moisture Content (%)	22.4	29.8	14.7	8.2	4

4.3 Grain Size Analysis

Grain size analyses were performed on two (2) select samples. The D_{50} and D_{90} grain sizes were determined from the particle size distribution curves and are provided in Table 4-2. The complete results of the sieve analyses are presented in Appendix B.

Table 4-2: Sieve Analyses Results

Sample	Location	Site	Soil Classification	D_{90} Size (mm)	D_{50} Size (mm)
S-1	Upstream	Garcia Creek	Silty Clayey Gravel with Sand (GC-GM)	41.2	4.5
S-2	Downstream	Garcia Creek	Clayey Gravel with Sand (GC)	23.5	7.1

4.4 Direct Shear Test

Direct shear test was performed on one (1) select soil sample. The test results are provided below in Table 4-3, as well as in Appendix C.

Table 4-3: Direct Shear Test Results

Boring	Depth (ft)	USCS Soil Type	Peak Parameters		Post-peak Parameters	
			Angle of Internal Friction ϕ' (degrees)	Cohesion c' (psi)	Angle of Internal Friction ϕ' (degrees)	Cohesion c' (psi)
B-1	8-10	Lean Clay (CL)	20.7	1.8	17.7	0.8

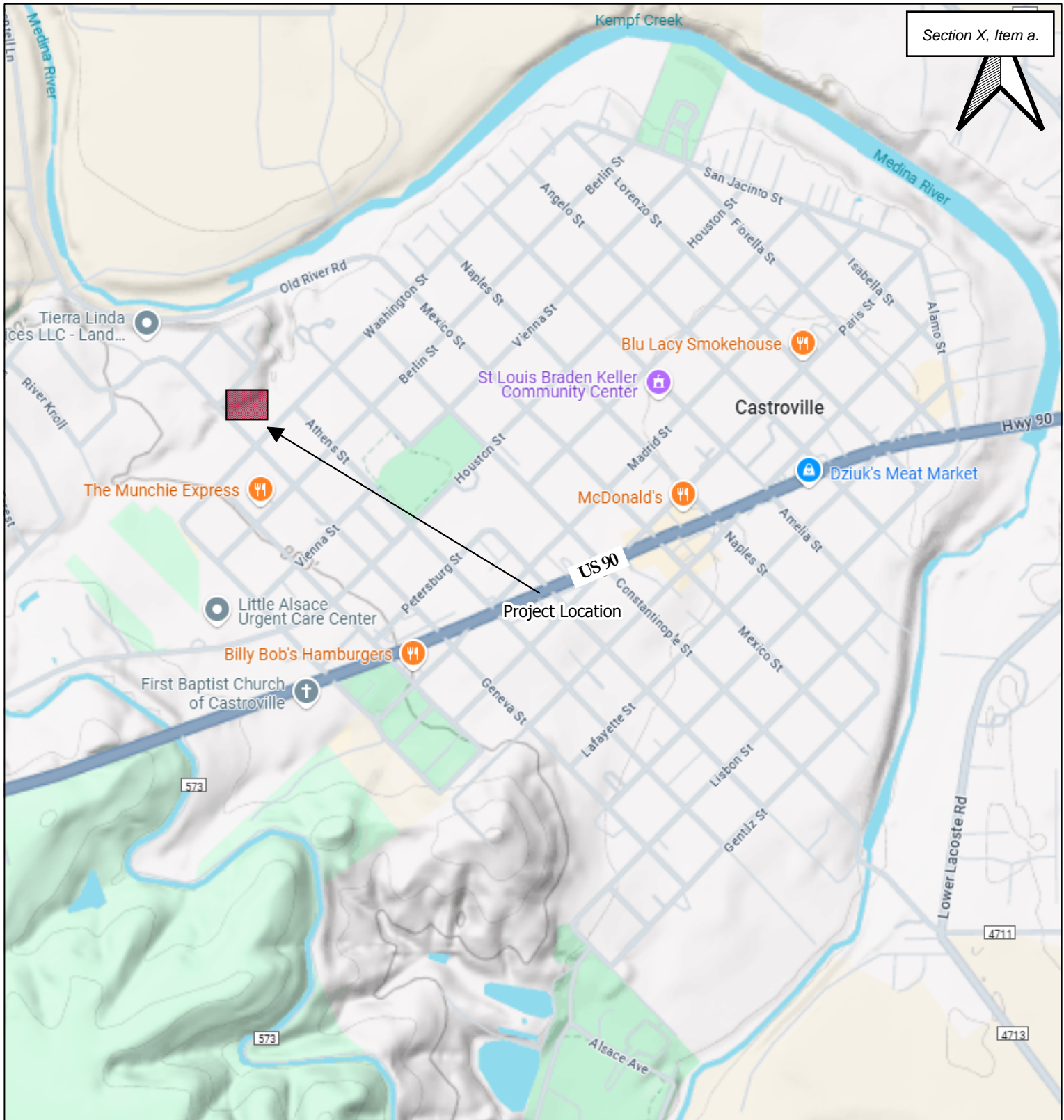
5 LIMITATIONS

This study was performed for the exclusive use of K Friese and Associates, LLC. and the City of Castroville for the “Castroville – Garcia Creek Channel Stabilization” project in Castroville, Texas. HVJSCTx has endeavored to comply with generally accepted geotechnical engineering practices common in the local area. HVJSCTx makes no warranty, expressed or implied. Any information contained in this report are based on data obtained from subsurface exploration, laboratory testing performed, and our experience with similar soils and site conditions.

The methods used indicate subsurface conditions only at the specific locations where samples were obtained, only at the time they were obtained, and only to the depths penetrated. Samples cannot be relied on to accurately reflect the strata variations that usually exist between sampling locations. Should any subsurface conditions other than those described in our boring logs be encountered, HVJSCTx should be immediately notified so that further investigation and supplemental information can be provided.

In the event that any changes in the nature, design, or location of the project are made, any information in this report should not be considered valid until the changes are reviewed and the information modified or verified in writing by HVJSCTx.

PLATES



Section X, Item a.

SOURCE: Google Maps



MAP LOCATION



Scale: NTS

DATE: 10/07/2024

DRAWN BY:
AS

PROJ. CHK:
GK

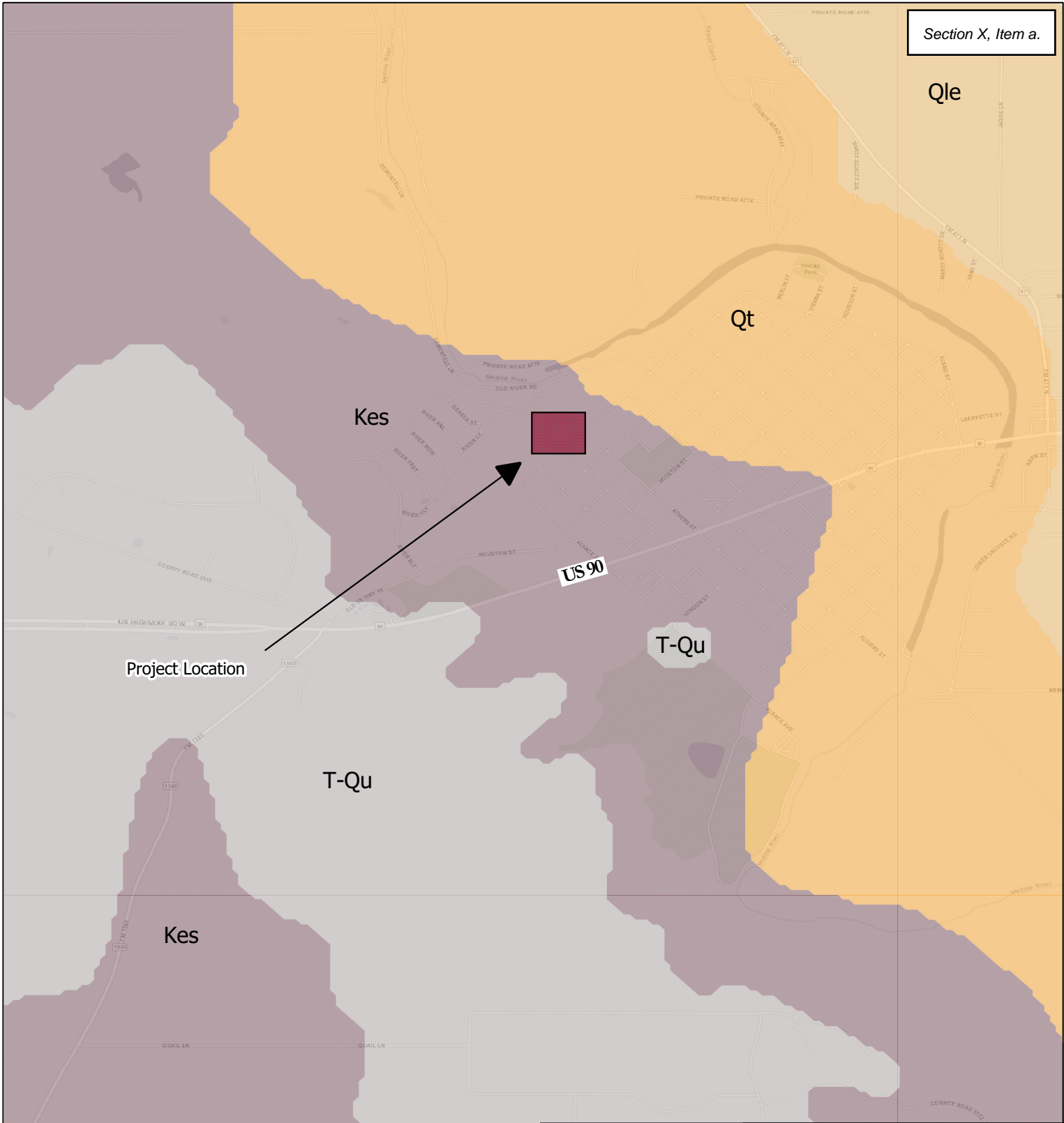
APPRV. BY:
JS

VICINITY MAP
CASTROVILLE - GARCIA CREEK CHANNEL STABILIZATION
CASTROVILLE, TEXAS

PROJECT NO.:
SG 24 10218

FILENAME:
VIC

PLATE 1 73



SOURCE: <https://txpub.usgs.gov/txgeology/>

LEGEND:

- Kes Escondido Formation
- T-Qu Uvalde Gravel
- Qt Fluvial terrace deposits
- Qle Leona Formation



MAP LOCATION



Scale: NTS

DATE: 10/07/2024

DRAWN BY:
AS

PROJ. CHK:
GK

APPRV. BY:
JS

GEOLOGY MAP
CASTROVILLE - GARCIA CREEK CHANNEL STABILIZATION
CASTROVILLE, TEXAS

PROJECT NO.:
SG 24 10218

FILENAME:
GEO



PLATE 2 74

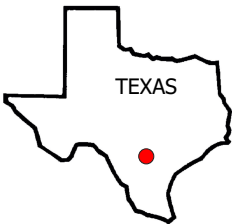


Section X, Item a.

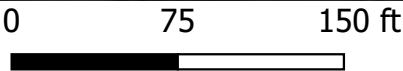
SOURCE: Google Maps

LEGEND:

-  Boring Locations
-  Scour Locations



MAP LOCATION



DATE: 10/07/2024

DRAWN BY: AS	PROJ. CHK: GK	APPRV. BY: JS
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PLAN OF BORING
CASTROVILLE - GARCIA CREEK CHANNEL STABILIZATION
CASTROVILLE, TEXAS

PROJECT NO.: SG 24 10218	FILENAME: POB	PLATE 3 75
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LOG OF BORING

Section X, Item a.

Project: Castroville - Garcia Creek Channel Stabilization

Boring No.: B-1

Date: 9/10/2024

Project No.: SG 24 10218

Elevation: 775.1 feet

Groundwater during drilling: Not Encountered

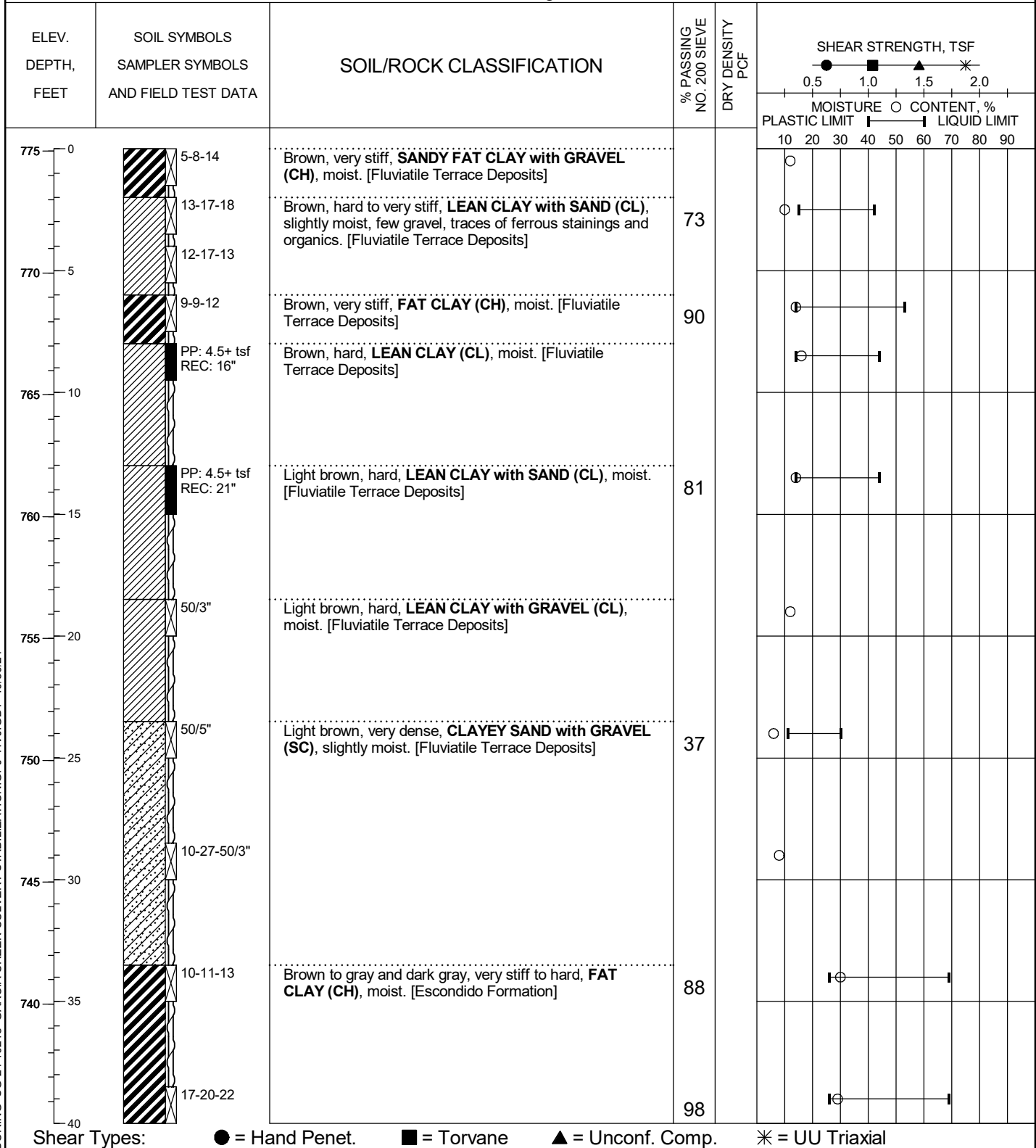
Northing: 13,676,844.4

Station: --

Groundwater after drilling: Not Encountered

Easting: 2,003,400.8

Offset: --



Shear Types: ● = Hand Penet. ■ = Torvane ▲ = Unconf. Comp. * = UU Triaxial

PLATE 4

LOG OF BORING

Section X, Item a.

Project: Castroville - Garcia Creek Channel Stabilization

Project No.: SG 24 10218

Boring No.: B-2

Date: 9/11/2024

Elevation: 780.4 feet

Groundwater during drilling: Not Encountered

Northing: 13,676,934.2

Station: --

Groundwater after drilling: Not Encountered

Easting: 2,003,331.0

Offset: --

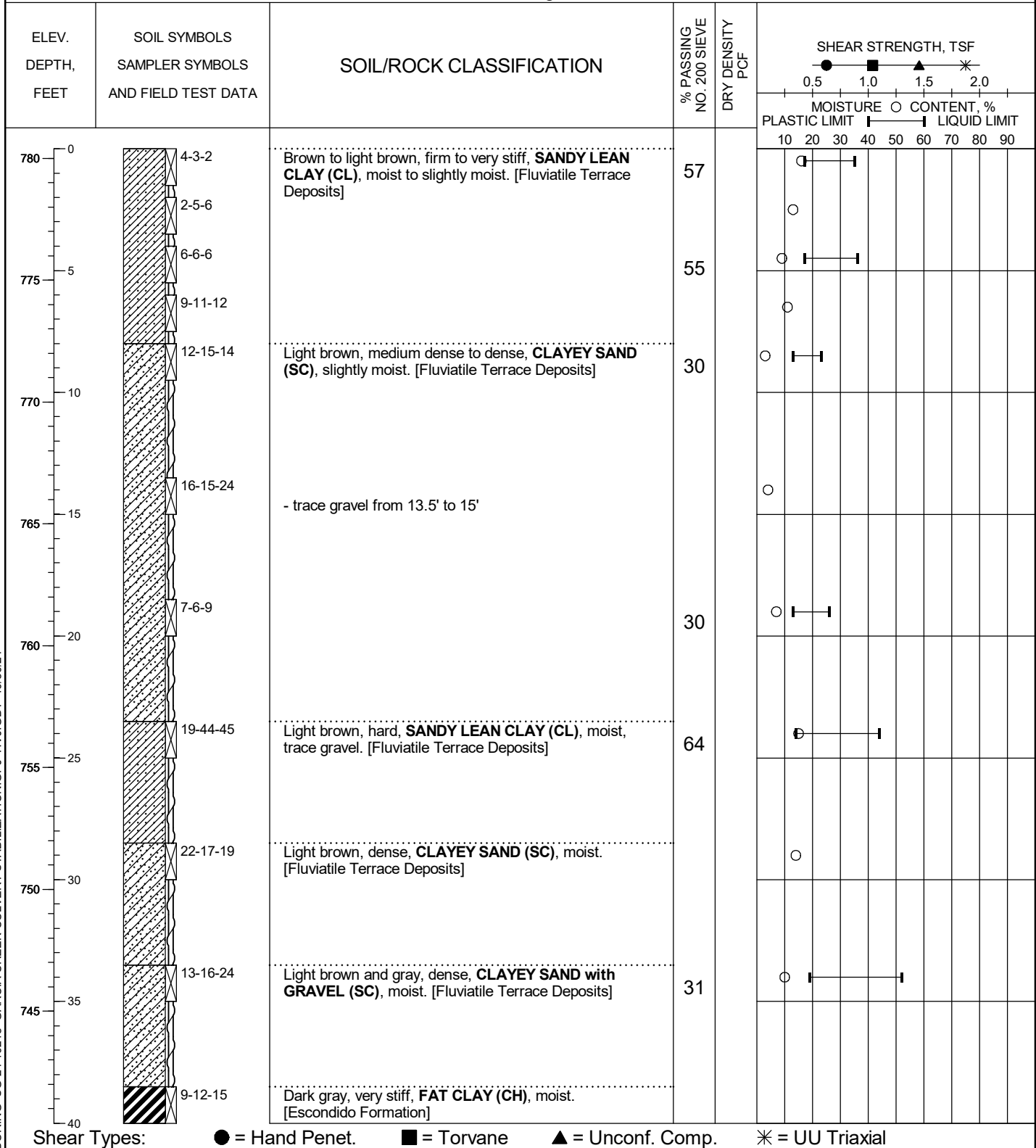


PLATE 5

LOG OF BORING

Section X, Item a.

Project: Castroville - Garcia Creek Channel Stabilization

Boring No.: B-3

Date: 9/10/2024

Project No.: SG 24 10218

Elevation: 774.1 feet

Groundwater during drilling: Not Encountered

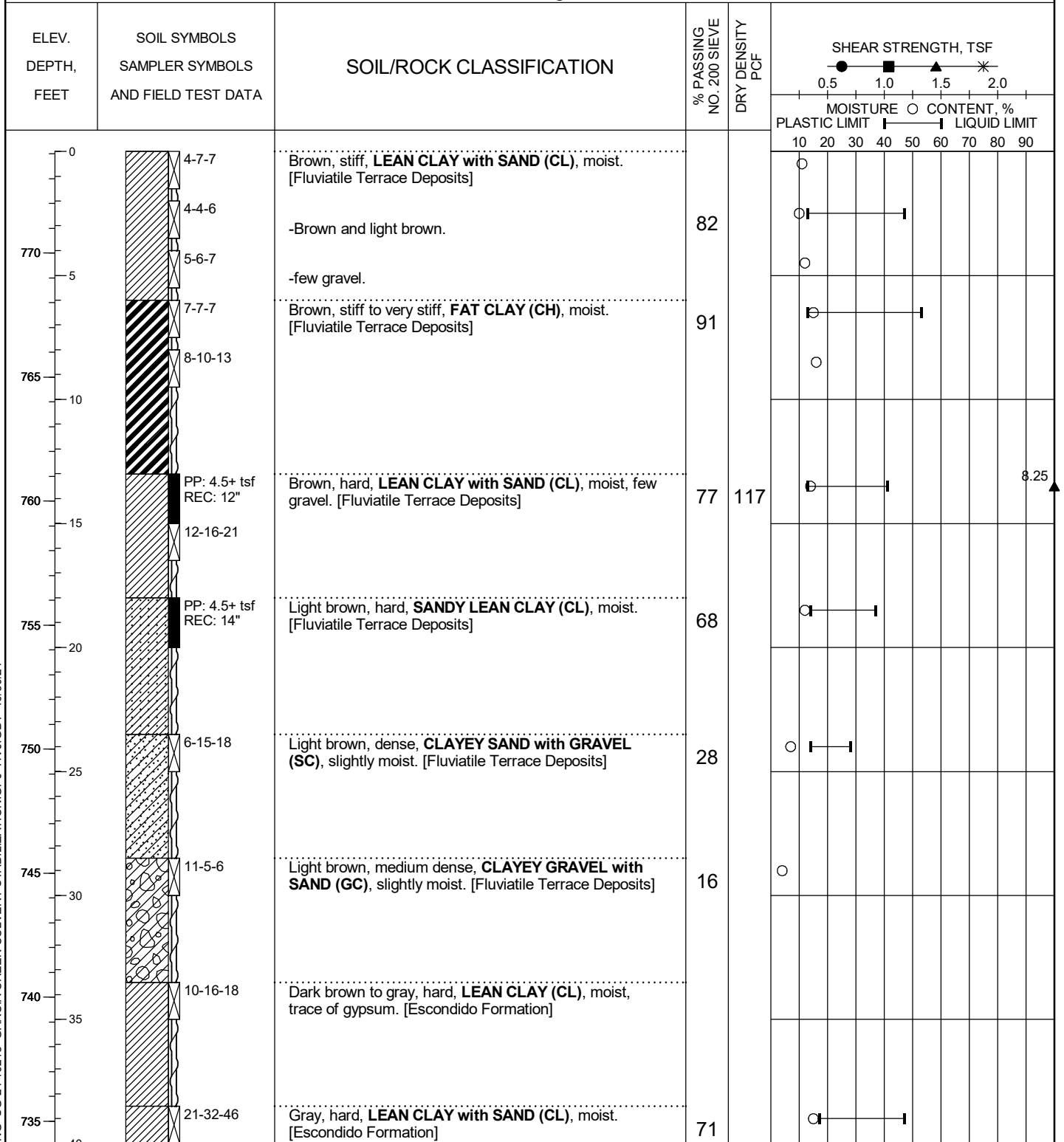
Northing: 13,676,956.7

Station: --

Groundwater after drilling: Not Encountered

Easting: 2,003,675.3

Offset: --



8.25

Shear Types: ● = Hand Penet. ■ = Torvane ▲ = Unconf. Comp. ✱ = UU Triaxial

PLATE 6

LOG OF BORING

Section X, Item a.

Project: Castroville - Garcia Creek Channel Stabilization

Boring No.: B-4

Date: 9/11/2024

Project No.: SG 24 10218

Elevation: 774.0 feet

Groundwater during drilling: Not Encountered

Northing: 13,677,018.8

Station: --

Groundwater after drilling: Not Encountered

Easting: 2,003,582.5

Offset: --

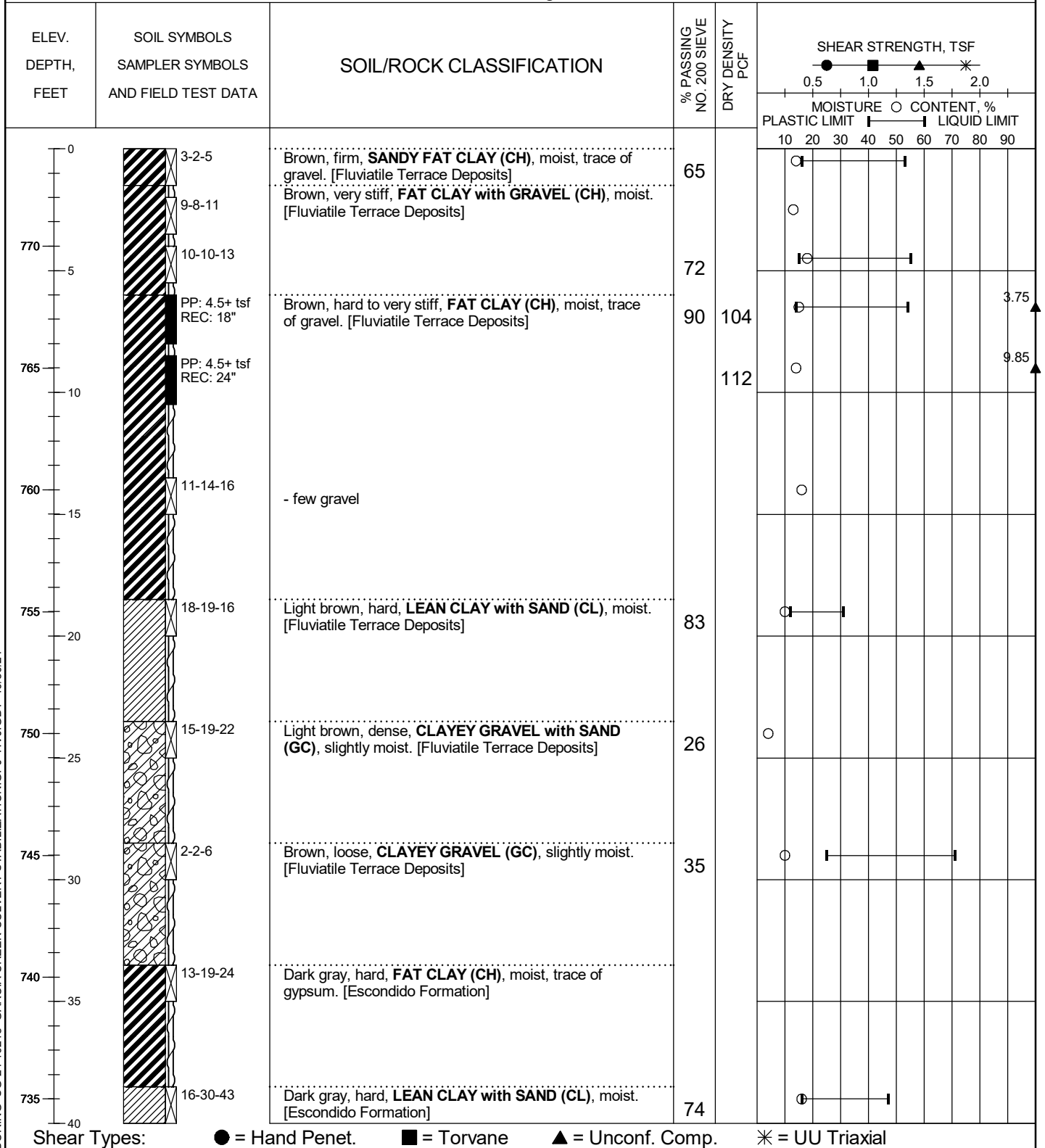


PLATE 7

SOIL SYMBOLS

Soil Types



Clay



Silt



Sand



Fill

Modifiers



Clayey



Silty



Sandy Clay



Cemented

Construction Materials



Asphaltic Concrete



Stabilized Base



Fill or Debris



Base

SAMPLER TYPES



Thin Walled Shelby Tube



No Recovery



Split Barrel



Auger



THD Cone Penetration Test



Jar Sample

WATER LEVEL SYMBOLS



Groundwater level determined during drilling operations



Groundwater level after drilling in open borehole or piezometer

SOIL GRAIN SIZE

Classification

Clay
Silt
Sand
Gravel
Cobble
Boulder

Particle Size

< 0.002 mm
0.002 - 0.075 mm
0.075 - 4.75 mm
4.75 - 75 mm
75 - 200 mm
> 200 mm

Particle Size or Sieve No. (U.S. Standard)

< 0.002 mm
0.002 mm - #200 sieve
#200 sieve - #4 sieve
#4 sieve - 3 in.
3 in. - 8 in.
> 8 in.

DENSITY OF COHESIONLESS SOILS

Descriptive Term	Penetration Resistance "N" * Blows/Foot
Very Loose	0 - 4
Loose	4 - 10
Medium Dense	10 - 30
Dense	30 - 50
Very Dense	> 50

CONSISTENCY OF COHESIVE SOILS

Consistency	Undrained Shear Strength (tsf)
Very Soft	0 - 0.125
Soft	0.125 - 0.25
Firm	0.25 - 0.5
Stiff	0.5 - 1.0
Very Stiff	1.0 - 2.0
Hard	> 2.0

PENETRATION RESISTANCE

3/6	Blows required to penetrate each of three consecutive 6-inch increments per ASTM D-1586 *
50/4"	If more than 50 blows are required, driving is discontinued and penetration at 50 blows is noted
0/18"	Sampler penetrated full depth under weight of drill rods and hammer

* The N value is taken as the blows required to penetrate the final 12 inches

TERMS DESCRIBING SOIL STRUCTURE

Slickensided	Fracture planes appear polished or glossy, sometimes striated
Fissured	Breaks along definite planes of fracture with little resistance to fracturing
Inclusion	Small pockets of different soils, such as small lenses of sand scattered through a mass of clay
Parting	Inclusion less than 1/4 inch thick extending through the sample
Seam	Inclusion 1/4 inch to 3 inches thick extending through the sample
Layer	Inclusion greater than 3 inches thick extending through the sample
Laminated	Soil sample composed of alternating partings of different soil type
Stratified	Soil sample composed of alternating seams or layers of different soil type

Intermixed	Soil sample composed of pockets of different soil type and laminated or stratified structure is not evident
Calcareous	Having appreciable quantities of calcium carbonate
Ferrous	Having appreciable quantities of iron
Nodule	A small mass of irregular shape



PROJECT NO.:	SG 24 10218
DRAWING NO.:	PLATE 8

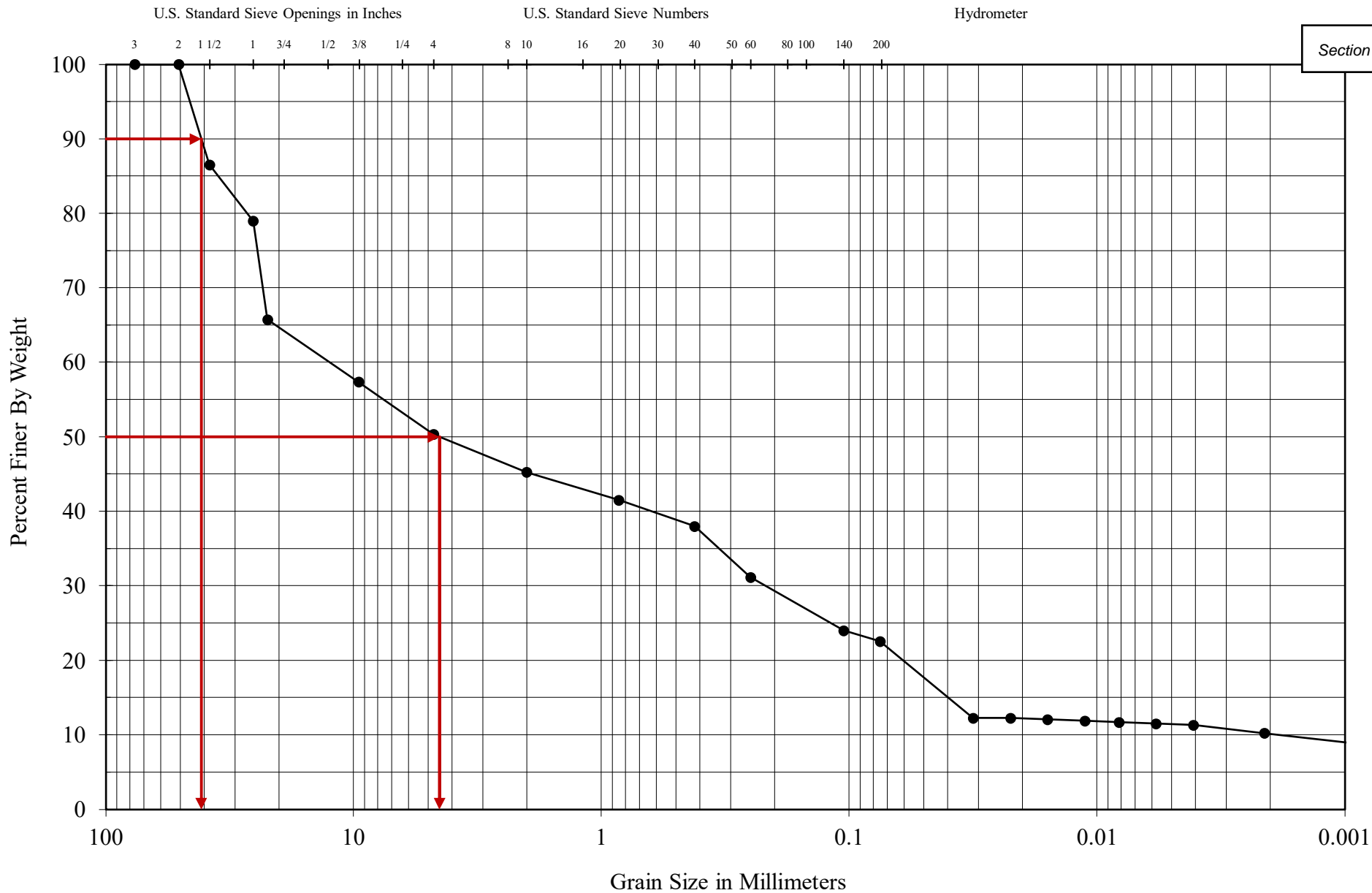
KEY TO TERMS AND SYMBOLS
USED ON BORING LOGS FOR SOIL

APPENDIX A

LABORATORY TEST RESULTS SUMMARY

LABORATORY TEST RESULTS SUMMARY Project Name: Castroville - Garcia Creek Culvert Stabilization Project Number: SG 24 10218									
Boring Number	Depth (ft)	% Passing No. 200 Sieve	Liquid Limit (%)	Plasticity Index (%)	Moisture Content (%)	Wet Unit Weight (pcf)	Dry Unit Weight (pcf)	Unconfined Compressive Strrength (tsf)	Pocket Penetrometer (tsf)
B-1	0-1.5				12.2				
	2-3.5	73	42	27	10.1				
	6-7.5	90	53	39	14.1				
	8-10		44	30	16.4				4.5+
	13-15	81	44	30	14.4				4.5+
	18.5-20				11.7				
	23.5-25	37	30	19	5.9				
	28.5-30				7.8				
	33.5-35	88	69	43	29.8				
	38.5-40	98	69	43	29.3				
B-2	0-1.5	57	35	18	15.9				
	2-3.5				12.5				
	4-5.5	55	36	19	9.1				
	6-7.5				10.7				
	8-9.5	30	23	10	3.1				
	13.5-15				3.6				
	18.5-20	30	26	13	6.6				
	23.5-25	64	44	30	15.2				
	28.5-30				14.2				
	33.5-35	31	52	33	9.6				
B-3	0-1.5				10.6				
	2-3.5	82	47	34	10.4				
	4-5.5				11.6				
	6-7.5	91	53	40	14.8				
	8-9.5				16.2				
	13-15	77	41	28	14.4	134	117	16.5	4.5+
	18-20	68	37	25	12.0				4.5+
	23.5-25	28	28	14	6.6				
	28.5-30	16			3.8				
	38.5-40	71	47	30	14.7				
B-4	0-1.5	65	53	37	13.5				
	2-3.5				13.3				
	4-5.5	72	55	40	17.6				
	6-8	90	54	40	14.8	119	104	7.5	4.5+
	8.5-10.5				14.3	128	112	19.7	4.5+
	13.5-15				15.5				
	18.5-20	83	31	19	9.9				
	23.5-25	26			3.8				
	28.5-30	35	71	46	10.3				
	38.5-40	74	47	31	15.9				

APPENDIX B
GRAIN SIZE ANALYSIS TEST RESULTS



Location

S-1 (Upstream)

D90 and D50

D90 = 41.2 mm

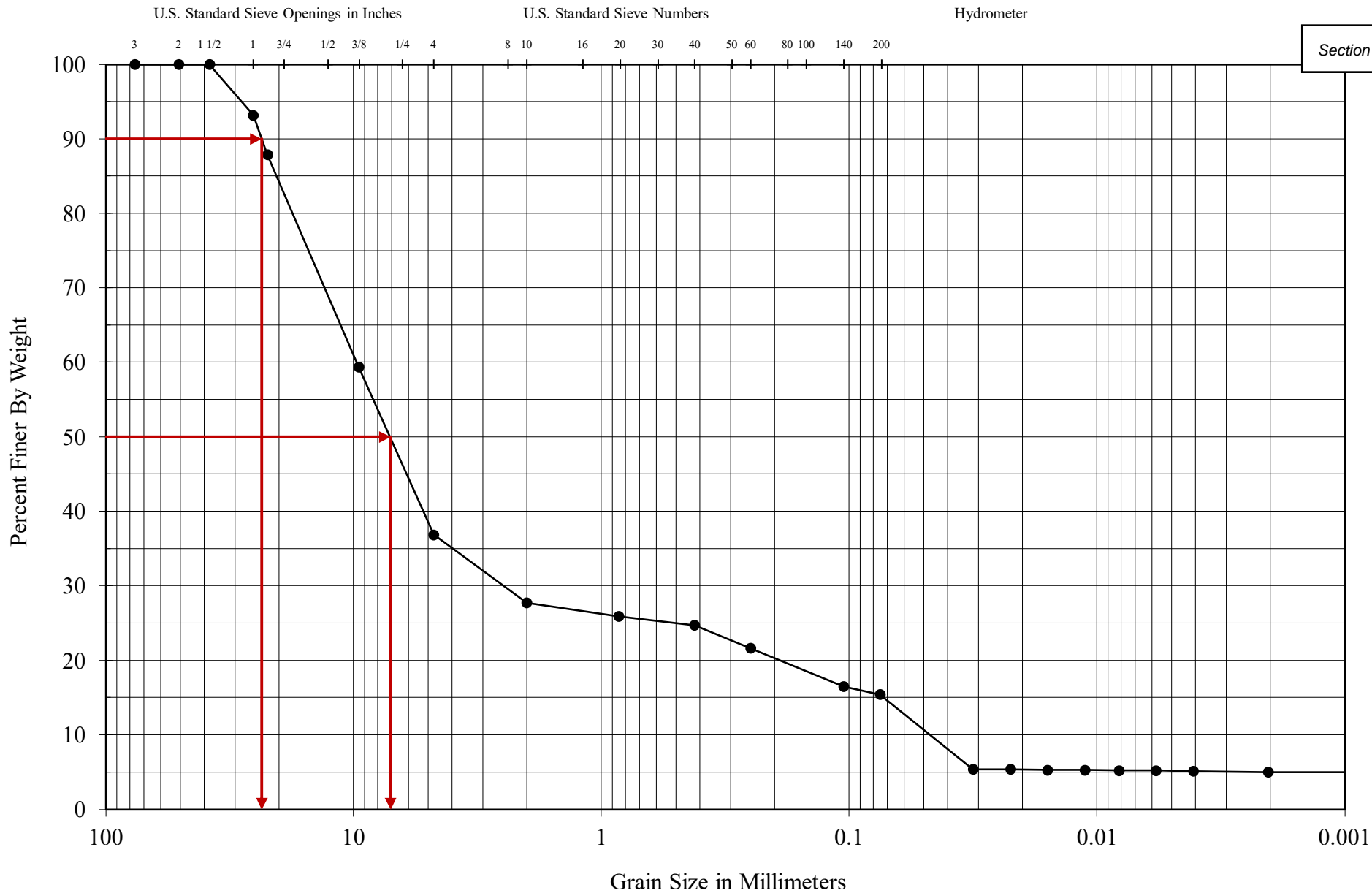
D50 = 4.5 mm

Classification

SILTY CLAYEY GRAVEL WITH SAND
(GC-GM)



HVJ Associates, Inc. SIEVE ANALYSIS CURVE Castroville Garcia Creek Channel Stabilization Medina County, Texas	
PROJECT NO. SG 24 10218	APPENDIX B-1



Location

S-2 (Downstream)

D90 and D50

D90 = 23.5 mm
D50 = 7.1 mm

Classification

CLAYEY GRAVEL WITH SAND (GC)



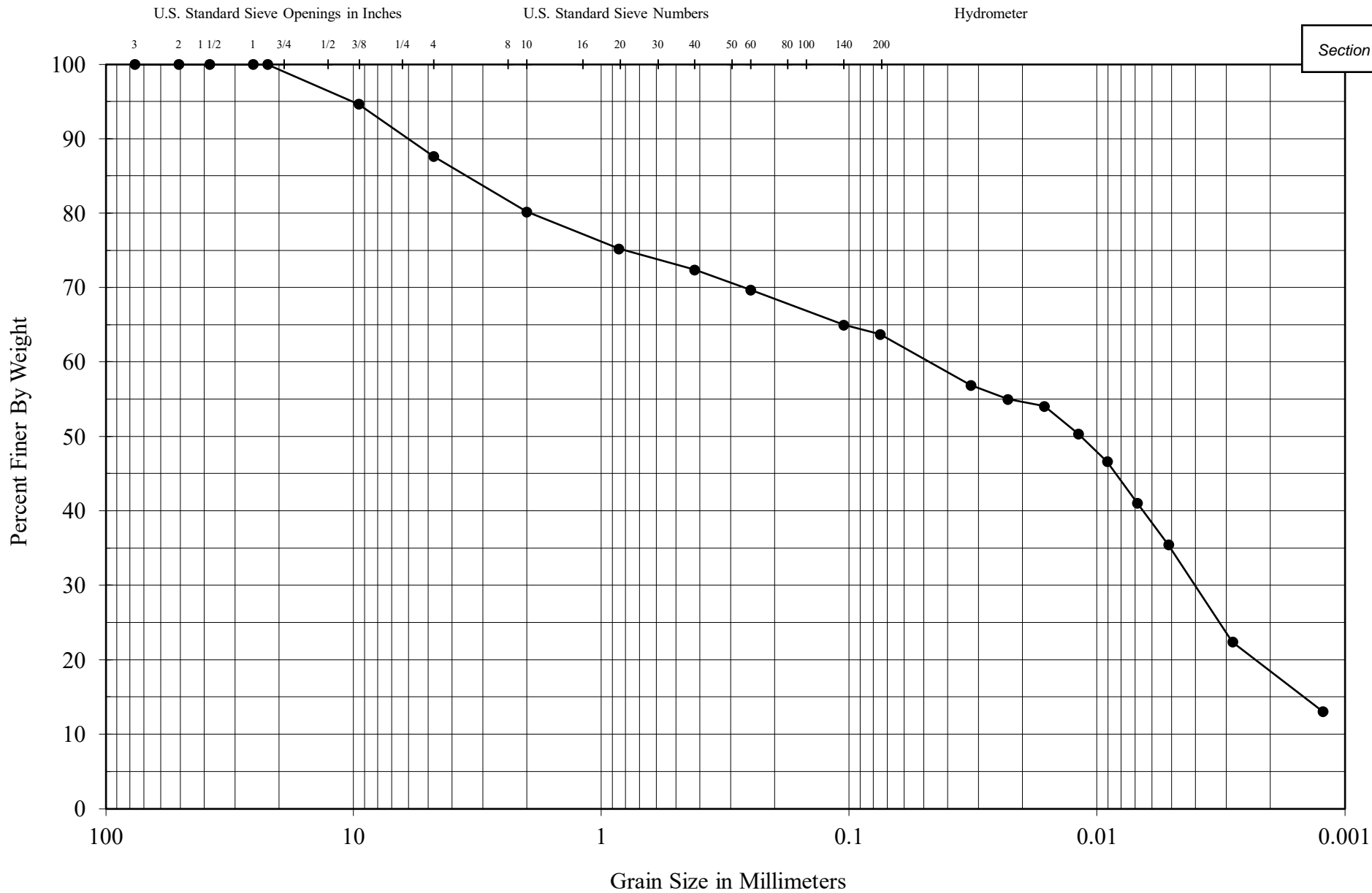
HVJ Associates, Inc.
SIEVE ANALYSIS CURVE
Castroville Garcia Creek Channel Stabilization
Medina County, Texas

PROJECT NO.

SG 24 10218

APPENDIX B-2

85



Location

B-2 (23.5'-25')

Classification

SANDY LEAN CLAY (CL)



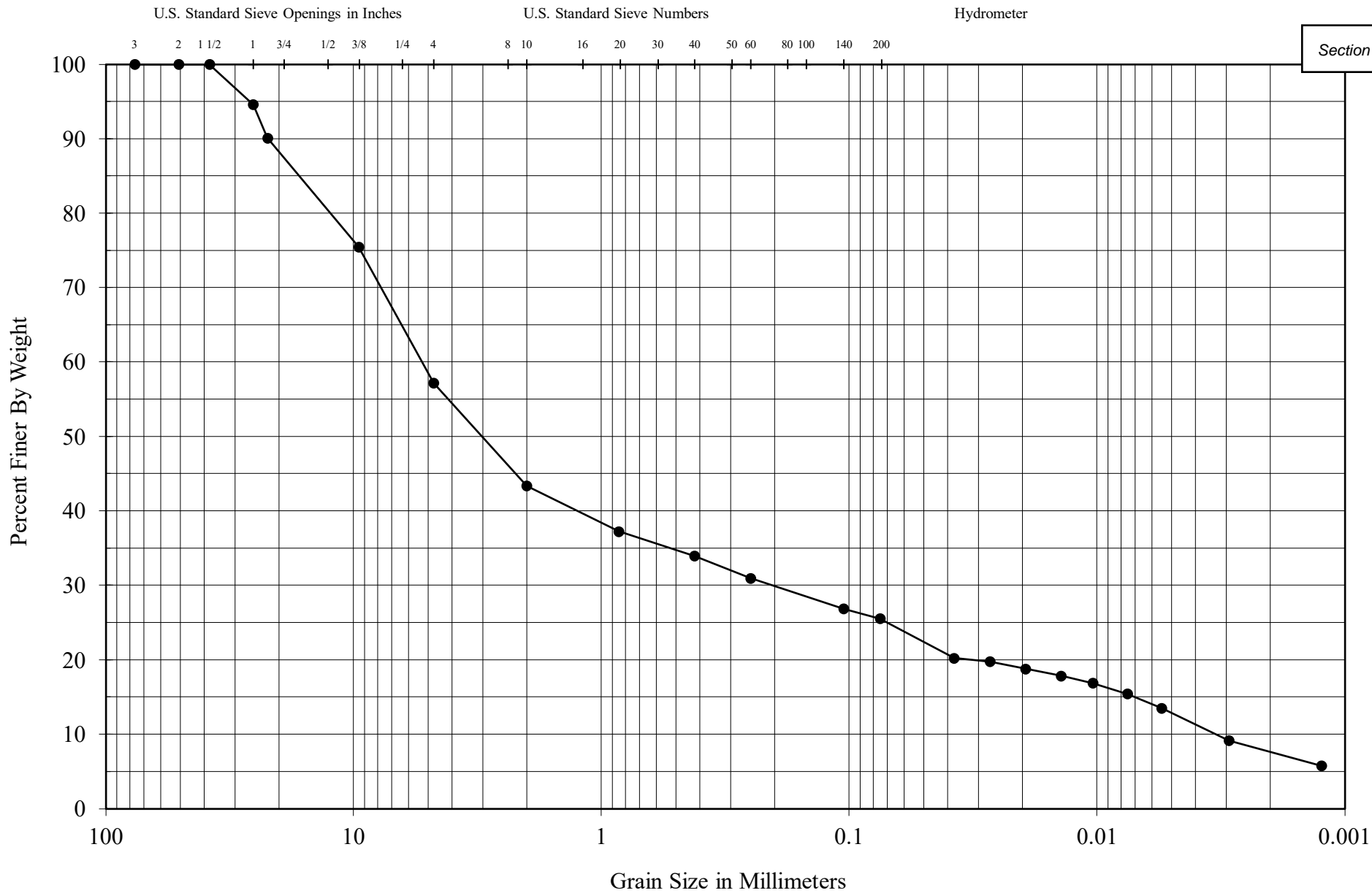
HVJ Associates, Inc.
SIEVE ANALYSIS CURVE
 Castroville Garcia Creek Culvert Stabilization
 Medina County, Texas

PROJECT NO.

SG 24 10218

APPENDIX B-3

86



Location

B-4 (23.5'-25')

Classification

CLAYEY GRAVEL WITH SAND (GC)



HVJ Associates, Inc.
SIEVE ANALYSIS CURVE
 Castroville Garcia Creek Culvert Stabilization
 Medina County, Texas

PROJECT NO.

SG 24 10218

APPENDIX B-4

87

APPENDIX C

DIRECT SHEAR TEST RESULTS

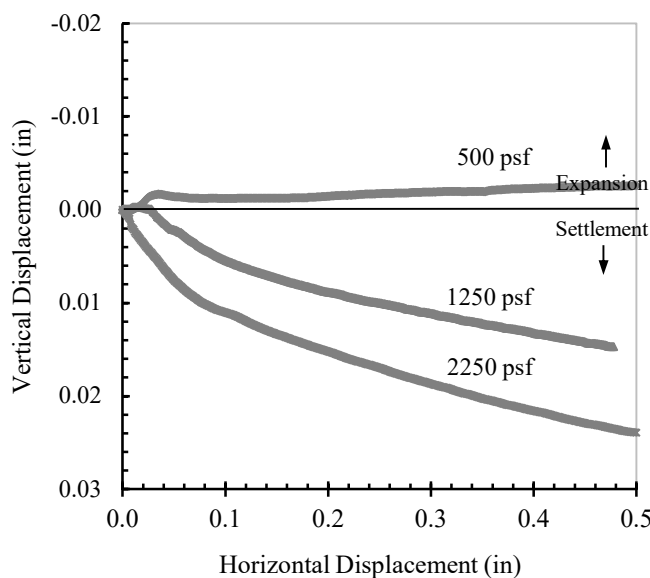
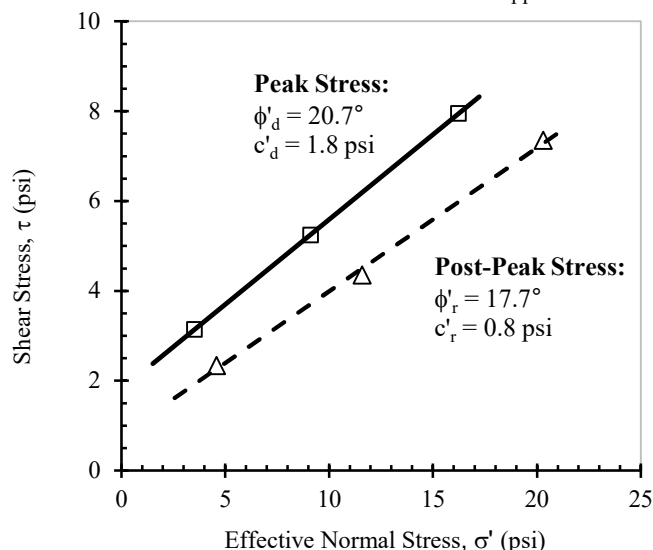
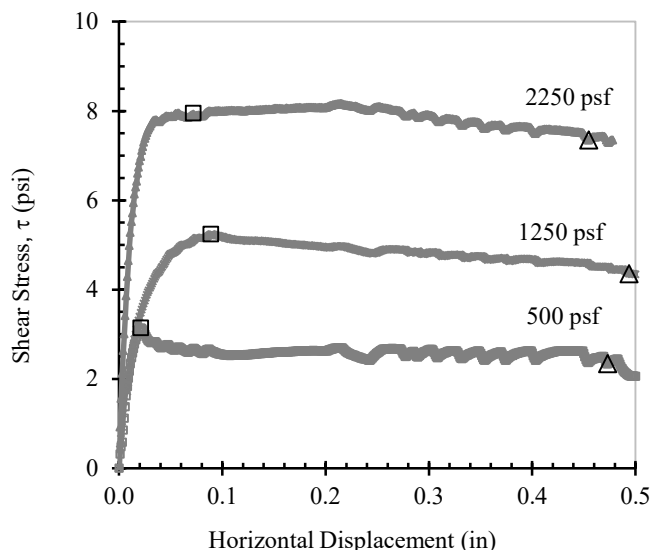


Direct Shear Consolidated Drained Test (ASTM D3080)

Client: HVJ South Central Texas - M&J, Inc.
Project Name: Garcia Creek Culvert Stabilizat
(PN: SG 24 10218)
Sample ID: B-1 (8-10 ft)

Alpine Project No.: 2409340
Test Date: 09/17/24
Tested By: T.D.
Method of Preparation: *Shelby Tube*

Note: Area Correction Has Been Applied



Specimen Number		1	2	3
Initial Condition	Diameter, in	2.51	2.50	2.50
	Height, in (before consol)	1.00	1.00	1.00
	Water Content, %	13.9	13.4	13.8
	Degree of Saturation, %	57.7	53.1	59.6
	Dry Unit Weight, pcf	101.7	99.9	103.3
After Consolidation	Void Ratio, e_0	0.64	0.67	0.62
	Height, in (prior to shear)	1.01	1.00	1.02
	Final Water Content, %	25.8	24.9	22.1
	Dry Unit Weight, pcf	100.5	99.5	100.9
Peak Normal Stress, σ' (psi)		3.5	9.1	16.2
Peak Shear Stress, τ (psi)		3.1	5.2	7.9
Displacement at Failure (in)		0.02	0.09	0.07
Displacement Rate (in/min)		0.00025		
Peak Strength Parameters		ϕ'_d , degree	20.7	
		c'_d , psi	1.8	
Post-Peak Strength Parameters		ϕ'_r , degree	17.7	
		c'_r , psi	0.8	

Note: The Shelby tube sample was extruded and provided by the client. Specimens were trimmed using a trimming turntable. The specific gravity of 2.68 was assumed.

Cheng-Wei Chen, Ph.D. 09/22/24

Reviewed By / Date



Direct Shear Consolidated Drained Test (ASTM D3080)

Client: HVJ South Central Texas - M&J, Inc.
Project Name: Garcia Creek Culvert Stabilizat
(PN: SG 24 10218)
Sample ID: B-1 (8-10 ft)

Alpine Project No.: 2409340
Test Date: 09/17/24
Tested By: T.D.
Method of Preparation: *Shelby Tube*



(1) Normal Load = 500 psf



(2) Normal Load = 1250 psf



(3) Normal Load = 2250 psf



Section X, Item a.

Garcia Creek Channel Stabilization

JUNE 4, 2025



K·FRIESE
+ ASSOCIATES
A **LOCHNER** COMPANY



Location Map | Garcia Creek

Section X, Item a.

Bounded by:

- Athens Street (Downstream Limit)
- Geneva Street (Upstream Limit)

Project Limits:

- 500 linear feet



Scope Overview

Section X, Item a.

- **Project Purpose**

- Stabilize the Geneva Street Culvert Headwall
- Improve Channel Bank Stability
- Repair or Replace the Side Channel at Athens

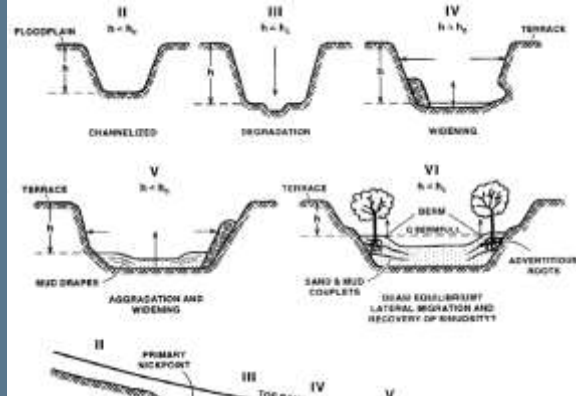


Scope Overview

Section X, Item a.

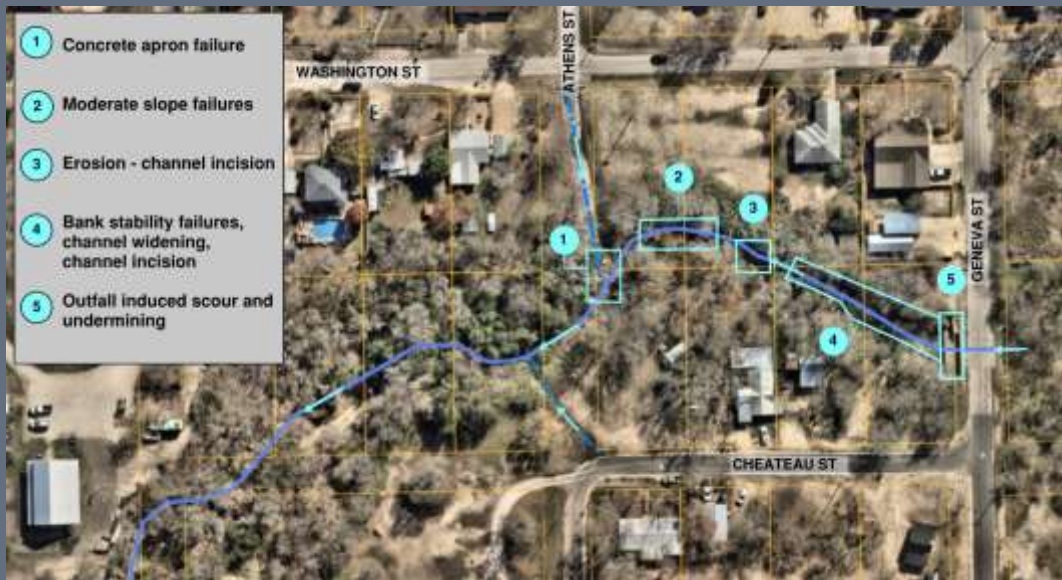
- **Scope Highlights**

- Assess existing conditions
- Evaluate stabilization alternatives
- Provide conceptual design recommendations and costs



Existing Conditions | Garcia Creek

Section X, Item a.



1 – Structural failure of the side channel concrete apron due to scour-induced undermining. (Facing downstream)



2a – Moderate slope failures (Facing upstream)



2b – Moderate slope failures (Facing downstream)



3 – Channel degradation. Deep incision due to steep channel bottom and constriction of flow resulting in increased velocities. (Facing upstream)

Existing Conditions | Garcia Creek

Section X, Item a.



4a – Overhanging bank condition caused by toe erosion resulting in bank collapse, vertical banks (~15 ft. height) and mass wasting.



4b – Overhanging bank condition caused by toe erosion resulting in bank collapse, vertical banks (~15 ft. height) and mass wasting. (Facing downstream)



5a – Geneva Street culvert showing scour erosion, undermining of the concrete apron to a cantilevered condition, exposure of water line, accelerated failure of the northern bank. (Facing upstream)



5b – Geneva Street culvert showing scour erosion, undermining of the concrete apron to a cantilevered condition, exposure of water line. (Facing upstream)

Defining the Problem| **Conveyance**

Section X, Item a.

- Sufficient culvert & channel capacity
- 100-year flow contained within the channel banks



Defining the Problem| **Velocity (2-yr)**

Section X, Item a.

- Elevated velocities (above 5 ft/s)
- Vulnerable to bed degradation, toe scour, and progressive bank erosion



Defining the Problem| Shear Stress (2-yr)

Section X, Item a.

Elevated shear stresses* observed primarily at:

- Culvert outfall
- Locations of flow constriction
- Confluence of side channel



**Shear Stress = Force of water pushing against the bottom and sides of a creek as it flows*

Alternatives Evaluated | Options

Section X, Item a.

- **Alt. 1** – Geneva Street Culvert and Channel Wall Stabilization (\$1.1M to \$1.5M)
- **Alt. 2** – Geneva Street Culvert Stabilization and Channel Armoring (\$400k - \$600k)
- **Alt. 3** - Reinforced Concrete Box with Secondary Bypass Channel, Geneva Street Culvert Stabilization (\$2.0M to \$2.5M)
- **Alt. 4** – Property Buyouts, Geneva Street Culvert Stabilization (\$700k - \$1M)

Alternative 1 | Recommended Option

Section X, Item a.

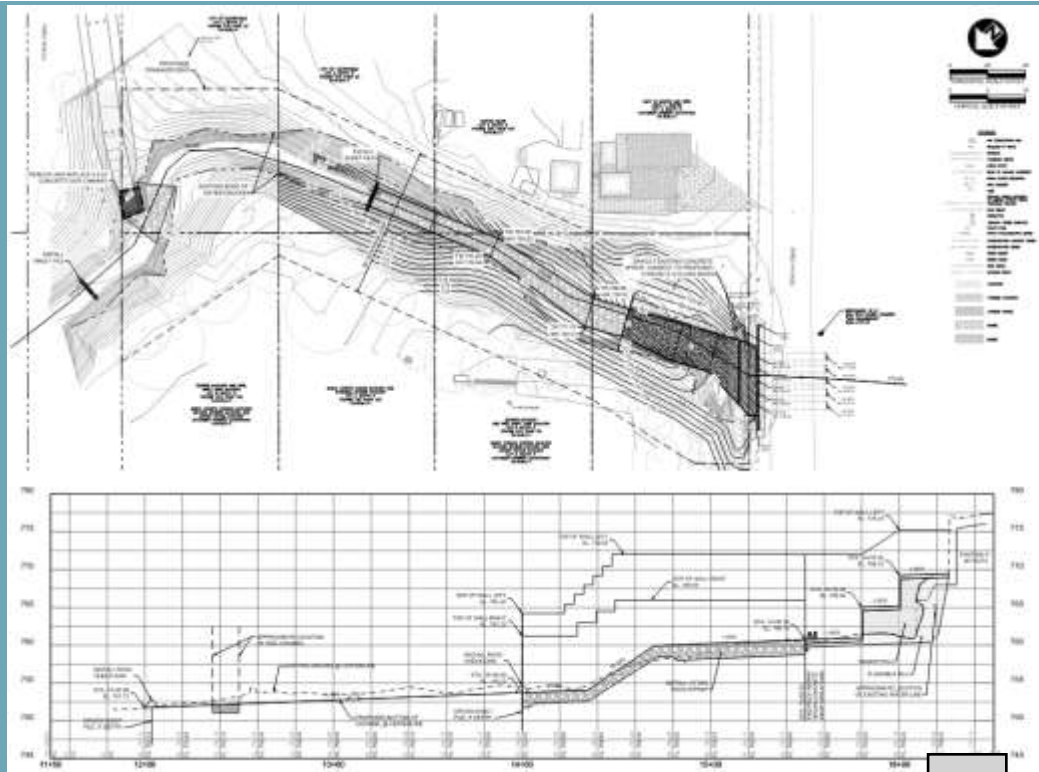
Construct concrete drop structure at Geneva Street Outfall

Install limestone block or modular concrete block wall to stabilize the banks

Rock riprap protection lining channel bottom

Driven sheet piles to anchor channel bottom

Reconstruct portion of concrete side channel



Recommended Next Steps | Implementation

Section X, Item a.

- Begin negotiations to secure permanent and temporary easements.
- Advance Alternative 1 to full design, including final wall design/grading, structural detailing, and erosion control measures. Refine project costs.
- Conduct Phase 1 Environmental Site Assessment – confirm no impacts to jurisdictional waters of the U.S.
- Evaluate future phases of improvements upstream and downstream of the current study area to improve overall channel stability



Agenda Report

Agenda of: July 8, 2025

Department: Public Works

Subject: Flatt Creek Water Well Award

Recommended Motion: Recommend for City Council to approve staff and RESPEC’s recommendation to award Hydro Resources Mid Continente, Inc. to construct Package 1- Flatt Creek Water Well and Road project.

Background: The construction of this project is in direct support of our public works / city goals to improve or upgrade our infrastructure within the city. The new water well will support the agreement between developers and city in continuing efforts to provide services for water and sewer services within our Certificate of Convenience and Necessity. Currently, the city lacks sufficient water capacity to meet the demands of upcoming developments. This well will provide the necessary additional supply to support future growth. Additionally, the roadway was included to ensure reliable, daily access for maintenance and operational needs at the well site.

RESPEC engineers, together with city staff, advertised the project and received four competitive bids. The recommended contractors’ bid was received on time and met all requirements of the city bid process. A thorough review found no discrepancies in the bid documents. See attached the RESPEC recommendation letter and bid tabulation for further details.

Fiscal Impact: \$2,300,000.00 Budget out of the Water Capital funds.

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

Source of Funding: Account Code:

Attachments:

Attachment A- Recommendation Letter – Hydro Resources WO16 Flat Creek Phase 1

Attachment B - Attachment B-Flat Creek Package 1 Hydro Resources Mid Continent Inc.

Urgency (0-5 = Low Urgency to High Urgency): 4

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

Submitted by: John Gomez



To: Mr. Scott Dixon
City Administrator
City of Castroville, Texas
1209 Fiorella
Castroville, TX 78009

Date: June 26, 2025

Dear Mr. Dixon:

**RE: Recommendation for Award
Package 1 Flat Creek Water Plant Well**

RESPEC has reviewed the bid documents provided by the bidders for the Package 1 Flat Creek Water Plant Well project. The review included evaluation of the bid amount and unit prices and contacting references provided after bids were received. The Opinion of Probable Construction Cost (OPCC) for the project was \$3,400,000.00. RESPEC received 4 bids for the project work. Bids received were as follows:

City of Castroville – Package 1 Flat Creek Water Plant Well		
	Bidder	Base Bid
1	Hydro Resources Mid Continent, Inc.	\$2,300,000.00
2	RL Jones LP	\$2,343,295.00
3	M5 Utilities	\$2,520,365.72
4	Alsay Incorporated	\$3,523,603.00

The average of all bids was \$2,671,815.93.

RESPEC requested information from all bidders regarding financial data, references for similar project work, major subcontractors and suppliers, performance on past projects, and unresolved project issues. RESPEC reviewed all data presented and contacted references.

Hydro Resources Mid Continent, Inc. provided a low bid in the amount of \$2,300,000.00. Reference contacts provided positive feedback on performance, cost, and schedule. RESPEC recommends the bid of Hydro Resources Mid Continent, Inc in the amount of \$2,300,000.00 as the lowest responsible bidder be awarded.

If you have any questions or comments, please contact me at 210-248-0775.

Sincerely,

Daryl D. Spillmann, P.E.
Sr. Staff Engineer

84 NE LOOP 410, SUITE 100
SAN ANTONIO, TX 78216
210.570.5962
TEXAS REGISTERED FIRM F-17502

PROJECT:

City of Castroville, TX - Package 1 Flat Creek Water Plant Well Project
Flat Creek Package 1

BIDDER:

Hydro Resources Mid Continent, Inc.

TOTAL BID:

\$2,300,000.00

COMPLETION TIME:

Not Required

BIDDER INFO:

11536 Old Lockhart Road
Creedmoor, TX 78610
P: 800-401-9092
F:

BID TOTALS

BASE BID	Total
Empty	\$2,300,000.00
Total	\$2,300,000.00

Empty					
No.	Description	Unit	Qty	Unit Price	Ext Price
SAWS 100	Mobilization	LS	1	\$26,000.00	\$26,000.00
SAWS 100	Preparation of ROW	LS	1	\$20,923.00	\$20,923.00
COSA 540	SWPPP	LS	1	\$15,302.00	\$15,302.00
COSA 104	Street Excavation	CY	822	\$70.00	\$57,540.00
COSA 105	Channel Excavation	CY	251	\$87.00	\$21,837.00
COSA 200	12' Wide Gravel Access Drive (6")	LF	3700	\$39.00	\$144,300.00
COSA 505	Concrete Riprap (5")	SY	26	\$223.00	\$5,798.00
SAWS 856	42" Steel Casing	LF	30	\$538.00	\$16,140.00
TXDOT 464	Reinforced Concrete Pipe (30" Dia) (CL V)	LF	152	\$344.00	\$52,288.00
TXDOT 466	Headwalls/ Outfall Structures	EA	2	\$18,496.00	\$36,992.00
TXDOT 450	Extended Curb	LF	66	\$176.00	\$11,616.00
TXDOT 529	Railing	LF	66	\$251.00	\$16,566.00
1	Site Improvements Including SWPPP Erosion Control Requirements and Practices	LS	1	\$335,000.00	\$335,000.00
2	Install 30-Inch Diameter Conductor Casing To Depth - 80' Below Ground Surface	LF	80	\$962.00	\$76,960.00
3	Drilling Rig Setup	LS	1	\$18,675.00	\$18,675.00
4	Drill Pilot Borehole - Upper Interval (1 Each At 610 ft)	LF	610	\$89.00	\$54,290.00
5	Pilot Borehole Geophysical Logging Suite "Run 1"	LS	1	\$24,743.00	\$24,743.00
6	Gyroscopic Alignment/Caliper Survey Of Reamed Borehole	EA	1	\$18,000.00	\$18,000.00

Section X, Item b.					
7	Ream Upper Pilot Borehole To A Min 26-Inch Diameter (from approx. 0' BGL to 560' BGL)	LF	610	\$276.00	\$168,360.00
8	Furnish And Install 20-Inch O.D. Casing, HSLA Steel (ASTM A 606, TYPE 4)	LF	610	\$416.00	\$253,760.00
9	Gyropsopic Alignment Survey Of Pump Chamber Casing to 500' Below Ground Surface	EA	1	\$18,000.00	\$18,000.00
10	Furnish and Emplace API Class H Cement	CF	2500	\$25.00	\$62,500.00
11	Drill Pilot Borehole – Lower Interval (from approx. 610' BGL to 1,010' BGL)	LF	400	\$143.00	\$57,200.00
12	Pilot Borehole Geophysical Logging Suite "Run 2"	LS	1	\$25,347.00	\$25,347.00
13	Ream Lower Pilot Borehole To A Min 18-Inch Diameter (from approx. 610' BGL to 1,010' BGL)	LF	400	\$236.00	\$94,400.00
14	Furnish And Install 20,000 Gallons Of 28% Hydrochloric Acid In Production Borehole	EA	1	\$141,905.00	\$141,905.00
15	Remove And Dispose Of Acid Residue	EA	1	\$73,299.00	\$73,299.00
16	Stepped-Discharge Pumping Test (10-Hour)	EA	1	\$20,694.00	\$20,694.00
17	Constant-Discharge Pumping Test (36-Hour)	EA	1	\$31,644.00	\$31,644.00
18	Water Quality Sampling And Analyses	EA	1	\$5,000.00	\$5,000.00
19	Well Disinfection	EA	1	\$8,165.00	\$8,165.00
20	Final Well Color Video Log	EA	1	\$2,643.00	\$2,643.00
21	Construct Well Sealing Block	EA	1	\$38,422.00	\$38,422.00
22	Item 101 - Mobilization and Demobilization (Max 8% Of Line Items 1 - 21)	LS	1	\$122,000.00	\$122,000.00
23	Acidizing in Excess of 20,000 Gallons, 28% Hydrochloric Acid in Production Borehole	GAL	1000	\$5.00	\$5,000.00
24	Standby Time at the Direction of the Engineer, Owner or CoC	HR	100	\$804.00	\$80,400.00
25	Abandonment of Pilot Borehole	LF	1000	\$23.00	\$23,000.00

26	Drilling Rig Time for Unforeseen Conditions	HR	24	\$804.00	<div>Section X, Item b.</div> \$19,296.00
27	Drilling Fluid for Unforeseen Conditions	BBL	50	\$81.00	\$4,050.00
28	100-Sack Cement Plug	EA	1	\$12,905.00	\$12,905.00
29	Cement	SCK	150	\$65.00	\$9,750.00
30	Haul Off/Disposal of Drilling Fluids or Cement	BBL	130	\$533.00	\$69,290.00
					Subtotal: \$2,300,000.00

ACKNOWLEDGE ADDENDA

Section X, Item b.

NAME	ACKNOWLEDGEMENT DATE
Addendum 1	06/19/2025 17:18:34 PM
Addendum 2	06/19/2025 17:18:36 PM
Addendum 3	06/19/2025 17:18:36 PM
Addendum 4	06/19/2025 17:18:37 PM

REQUIRED DOWNLOADS*Section X, Item b.*

TYPE	NAME	DOWNLOAD DATE
Plans	Flat Creek Well Package 1 Plans	5/27/2025 8:05:57 AM
Bid Docs	Flat Creek Package 1 Project Manual	5/27/2025 2:36:14 PM
Addenda	Addendum 1	6/9/2025 11:18:09 AM
Addenda	Addendum 2	6/9/2025 6:28:40 PM
Online Bidding	Instructions for Online Bd Opening	6/9/2025 2:46:23 PM
Addenda	Addendum 3	6/11/2025 12:20:17 PM
Addenda	Addendum 4	6/13/2025 12:05:45 PM
Bid Docs	Bid Form	6/18/2025 4:46:46 PM
Bid Docs	Bid Bond	6/18/2025 4:46:50 PM
Bid Docs	Qualifications Statement	6/18/2025 4:46:51 PM

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **City of Castroville, Texas. 1209 Fiorella, Castroville, TX 78009**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data;
 - G. City of Castroville Purchasing Rider Agreement;
 - H. Debarment/Suspension Certification SRF-404

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *BASE BID Unit Price Bids*
 - A. Bidder will perform the following Work at the indicated unit prices:
See next page.
 - B. Item numbers are for bidding purposes. Unless explicitly stated otherwise, the specifications within this project manual shall govern their respective item.

Line No.	Item No. ^{1,2,3}	Item Description	Quantity	Unit	Unit Price	Total Price
General						
ROAD-1	SAWS 100	Mobilization	1	LS	\$26,000.00	\$26,000.00
ROAD-2	SAWS 100	Preparation of ROW	1	LS	\$20,923.00	\$20,923.00
ROAD-3	COSA 540	SWPPP	1	LS	\$15,302.00	\$15,302.00
Access Road and Site Improvements						
ROAD-4	COSA 104	Street Excavation	822	CY	\$70.00	\$57,540.00
ROAD-5	COSA 105	Channel Excavation	251	CY	\$87.00	\$21,837.00
ROAD-6	COSA 200	Gravel Access Drive (6")	3700	LF	\$39.00	\$144,300.00
ROAD-7	COSA 505	Concrete Riprap (5")	26	SY	\$223.00	\$5,798.00
ROAD-8	SAWS 856	42" Steel Casing	30	LF	\$538.00	\$16,140.00
ROAD-9	TXDOT 464	Reinforced Concrete Pipe (30" Dia) (CL V)	152	LF	\$344.00	\$52,288.00
ROAD-10	TXDOT 466	Headwalls/ Outfall Structures	2	EA	\$18,496.00	\$36,992.00
ROAD-11	TXDOT 450	Extended Curb	66	LF	\$176.00	\$11,616.00
ROAD-12	TXDOT 529	Railing	66	LF	\$251.00	\$16,566.00
Road Total (Lines ROAD-1 through ROAD-12)						\$425,000.00

- ¹ SAWS = San Antonio Water System Construction Specifications
² COSA = City of San Antonio Standard Specification for Construction
³ TXDOT = Texas Department of Transportation Standard Specifications

Line No.	Item #	Description	Unit	QTY	Unit Price	Total Price
Well-1	1	Site Improvements Including SWPPP Erosion Control Requirements and Practices	LS	1	\$335,000.00	\$335,000.00
Well-2	2	Install 30-Inch Diameter Conductor Casing To Depth - 80' Below Ground Surface	LF	80	\$962.00	\$76,960.00
Well-3	3	Drilling Rig Setup	LS	1	\$18,675.00	\$18,675.00
Well-4	4	Drill Pilot Borehole - Upper Interval (1 Each At 610 ft)	LF	610	\$89.00	\$54,290.00
Well-5	5	Pilot Borehole Geophysical Logging Suite "Run 1"	LS	1	\$24,743.00	\$24,743.00
Well-6	6	Gyroscopic Alignment/Caliper Survey Of Reamed Borehole	EA	1	\$18,000.00	\$18,000.00
Well-7	7	Ream Upper Pilot Borehole To A Min 26-Inch Diameter (from approx. 0' BGL to 560' BGL)	LF	610	\$276.00	\$168,360.00
Well-8	8	Furnish And Install 20-Inch O.D. Casing, HSLA Steel (ASTM A 606, TYPE 4)	LF	610	\$416.00	\$253,760.00
Well-9	9	Gyroscopic Alignment Survey Of Pump Chamber Casing to 500' Below Ground Surface	EA	1	\$18,000.00	\$18,000.00
Well-10	10	Furnish and Emplace API Class H Cement	CF	2500	\$25.00	\$62,500.00
Well-11	11	Drill Pilot Borehole – Lower Interval (from approx. 610' BGL to 1,010' BGL)	LF	400	\$143.00	\$57,200.00
Well-12	12	Pilot Borehole Geophysical Logging Suite "Run 2"	LS	1	\$25,347.00	\$25,347.00
Well-13	13	Ream Lower Pilot Borehole To A Min 18-Inch Diameter (from approx. 610' BGL to 1,010' BGL)	LF	400	\$236.00	\$94,400.00
Well-14	14	Furnish And Install 20,000 Gallons Of 28% Hydrochloric Acid In Production Borehole	EA	1	\$141,905.00	\$141,905.00
Well-15	15	Remove And Dispose Of Acid Residue	EA	1	\$73,299.00	\$73,299.00
Well-16	16	Stepped-Discharge Pumping Test (10-Hour)	EA	1	\$20,694.00	\$20,694.00
Well-17	17	Constant-Discharge Pumping Test (36-Hour)	EA	1	\$31,644.00	\$31,644.00
Well-18	18	Water Quality Sampling And Analyses	EA	1	\$5,000.00	\$5,000.00
Well-19	19	Well Disinfection	EA	1	\$8,165.00	\$8,165.00
Well-20	20	Final Well Color Video Log	EA	1	\$2,643.00	\$2,643.00
Well-21	21	Construct Well Sealing Block	EA	1	\$38,422.00	\$38,422.00
Well-22	22	Item 101 - Mobilization and Demobilization (Max 8% Of Line Items 1 - 21)	LS	1	\$122,000.00	\$122,000.00
Well-23	23	Acidizing in Excess of 20,000 Gallons, 28% Hydrochloric Acid in Production Borehole	GAL	1000	\$5.00	\$5,000.00
Well-24	24	Standby Time at the Direction of the Engineer, Owner or CoC	HR	100	\$804.00	\$80,400.00
Well-25	25	Abandonment of Pilot Borehole	LF	1000	\$23.00	\$23,000.00
Well-26	26	Drilling Rig Time for Unforeseen Conditions	HR	24	\$804.00	\$19,296.00

EJCDC® C-410, Bid Form for Construction Contract.

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Line No.	Item #	Description	Unit	QTY	Unit Price	Total Price
Well-27	27	Drilling Fluid for Unforeseen Conditions	BBL	50	\$81.00	\$4,050.00
Well-28	28	100-Sack Cement Plug	EA	1	\$12,905.00	\$12,905.00
Well-29	29	Cement	SCK	150	\$65.00	\$9,750.00
Well-30	30	Haul Off/Disposal of Drilling Fluids or Cement	BBL	130	\$533.00	\$69,290.00
Well Total (Lines Well-1 through Well-30)						\$1,875,000.00

ROAD AND WELL TOTAL	\$2,300,000.00
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ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Discrepancies in Bid Forms

- A. In the event of a discrepancy between the paper bid form and the online bid form, the bid amounts and quantities in the online bid form shall govern.

5.04 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date
#1	June 9, 2025
#2	June 9, 2025
#3	June 11, 2025
#4	June 13, 2025

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ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**6.01 Bidder's Representations**

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications**A. The Bidder certifies the following:**

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Hydro Resources - Mid Continent, Inc.

(typed or printed name of organization)

By:

(individual's signature)

Name:

Joshua C. Buse

(typed or printed)

Title:

Vice President

(typed or printed)

Date:

06.12.25

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

Wesley J. Box

(typed or printed)

Title:

Drilling Services Sales Manager

(typed or printed)

Date:

06.12.25

(typed or printed)

Address for giving notices:

Hydro Resources - Mid Continent, Inc.

11536 Old Lockhart Road

Creedmoor, TX 78610

Bidder's Contact:

Name:

Wesley J. Box

(typed or printed)

Title:

Drilling Services Sales Manager

(typed or printed)

Phone:

832-712-1230

Email:

WBox@HydroResources.com

Address:

Hydro Resources - Mid Continent, Inc.

11536 Old Lockhart Road

Creedmoor, TX 78610

Bidder's Contractor License No.: (if applicable) TDLR Water Well Driller License #60461

**UNANIMOUS WRITTEN CONSENT OF
BOARD OF DIRECTORS OF HYDRO
RESOURCES – MID CONTINENT, INC.**

In lieu of Meeting

Pursuant to the provisions of Section 141 of the General Corporation Law of the State of Delaware, as amended, the undersigned members of the Board of Directors (the "Board") of Hydro Resources – Mid Continent, Inc., a Delaware corporation (the "Corporation"), do hereby execute this Unanimous Written Consent for the purpose of voting for, adopting, approving and consenting the following resolutions:

WHEREAS, the Board has made the following determinations:

- Officers of the company will be confirmed per the attached schedule.

NOW, THEREFORE, BE IT

RESOLVED, that officers will be confirmed per the attached schedule.

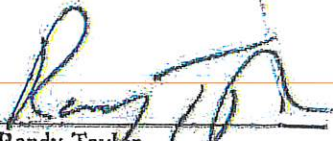
This Unanimous Written Consent may be executed in multiple counterparts, each of which shall constitute an original, of which together shall constitute one and the same Unanimous Written Consent.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned members of the Board of Directors of the Corporation hereby consent to all of the foregoing effective as of May 23, 2023.

BOARD OF DIRECTORS:


Alton L. Cherry


Randy Taylor

HYDRO RESOURCES ORGANIZATION

Officers and Directors Information (Approved 05/23/2023)


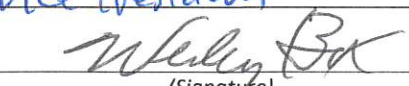
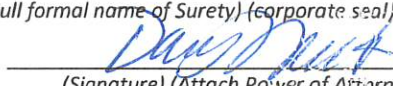
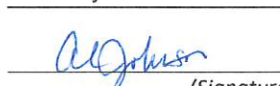


Hydro Resources - Mid Continent, Inc. (a Delaware corporation)

EIN: 45-0531707

Title	Name	Director	Address
CEO	Alton L. Cherry	Yes	1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478 713-622-4033
President	Alton L. Cherry		1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478 713-622-4033
Vice President	Randy Taylor	Yes	7531 FM 119 Sunray, TX 79086 806-948-4421
Vice President	Jason Barum		1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478 713-622-4033
Secretary	Justin Traurig		1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478 713-622-4033
Asst. Secretary	Angelica Martinez		1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478 713-622-4033
Vice President	Justin Traurig		1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478 713-622-4033
Treasurer	Justin Traurig		1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478 713-622-4033
Vice President	Josh Buse		11536 Old Lockhart Road, Creedmoor, TX 78610

BID BOND (PENAL SUM FORM)

Bidder Hydro Resources - Mid Continent, Inc. Name: [Full formal name of Bidder] Address (principal place of business): [Address of Bidder's principal place of business] 11536 Old Lockhart Road Creedmoor, TX 78610	Surety Arch Insurance Company Name: [Full formal name of Surety] Address (principal place of business): [Address of Surety's principal place of business] Harborside 3, 210 Hudson St., Suite 300 Jersey City, NJ 07311-1107
Owner Name: City of Castroville, Texas Address (principal place of business): 1209 Fiorella Castroville, TX 78009	Bid Project: Package 1 Flat Creek Water Plant Well Project in Castroville, Texas Bid Due Date: June 19, 2025
Bond Penal Sum: [Amount] Five Percent of the Greatest Amount Bid-- (\$ 5% G.A.B.) Date of Bond: [Date] June 19, 2025 Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Hydro Resources - Mid Continent, Inc. (Full formal name of Bidder) By: <u></u> (Signature) Name: <u>Josh Buse</u> (Printed or typed) Title: <u>Vice President</u> Attest: <u></u> (Signature) Name: <u>Wesley Box</u> (Printed or typed) Title: <u>Sales Manager</u>	Surety Arch Insurance Company (Full formal name of Surety) (Corporate seal) By: <u></u> (Signature) (Attach Power of Attorney) Name: <u>David T. Miclette</u> (Printed or typed) Title: <u>Attorney-in-Fact</u> Attest: <u></u> (Signature) Name: <u>Al Johnson</u> (Printed or typed) Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aaron Hawley, Ashley Britt, Barry K. McCord, David T. Milette, Lucas Lomax, Kathleen Cuckler, Nancy Rios, Nikole Jeannette, Robert C. Davis, Stacey Bosley, Stacy Owens and Will Duke of Houston, TX (EACH) Rita G. Gulizo of New Orleans, LA

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

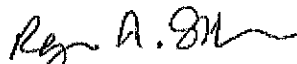
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

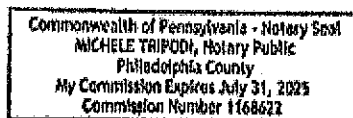
VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 27th day of February, 2025.

Attested and Certified


Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



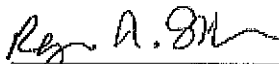
Arch Insurance Company


Stephen C. Ruschak, Executive Vice President

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated February 27, 2025** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 19th day of June, 20 25.


Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance Company Claims Department
Surety Claims
P.O. Box 542033
Omaha, NE 68154
suretyclaims@archinsurance.com



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

IMPORTANT NOTICE TO ALL TEXAS POLICYHOLDERS

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Arch Insurance Group

To get information or file a complaint with your insurance company or HMO:

Call: **Arch Insurance Group** at **1-866-413-5550**

Toll-free: **1-866-413-5550**

Online: <http://www.archcapgroup.com>

Email: consumercomplaints@archcapservices.com

Mail: **Harborside 3, 210 Hudson Street, Suite 300, Jersey City, NJ 07311-1107**

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Arch Insurance Group

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: **Arch Insurance Group** al **1-866-413-5550**

Teléfono gratuito: **1-866-413-5550**

En línea: <http://www.archcapgroup.com>

Correo electrónico: consumercomplaints@archcapservices.com

Dirección postal: **Harborside 3, 210 Hudson Street, Suite 300, Jersey City, NJ 07311-1107**

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

QUALIFICATION STATEMENT OF BIDDER

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		Hydro Resources - Mid Continent, Inc.	
Corporate Office			
Name:	Jason Barnum	Phone number:	303-857-7540
Title:	VP Business Development	Email address:	JBarnum@HydroResources.com
Business address of corporate office:		Hydro Resources Holdings, Inc.	
		One Sugar Creek Center Blvd, Suite 400	
		Sugar Land, TX 77478	
Local Office			
Name:	Joshua C. Buse	Phone number:	512-858-4375
Title:	Vice President	Email address:	JBuse@HydroResources.com
Business address of local office:		Hydro Resources - Mid Continent, Inc.	
		11536 Old Lockhart Road	
		Creedmoor, TX 78610	

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	01.14.04	State in which Business was formed:	Delaware
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	Hydro Resources Holdings, Inc.	Affiliation:	Parent Company
Address:	One Sugar Creek Center Blvd, Suite 400, Sugar Land, TX 77478		
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

- 1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Alton Cherry	Title:	President/CEO
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ unlimited
Name:	Jason Barnum	Title:	VP Business Development
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ 2,500,000
Name:	Joshua C. Buse	Title:	Vice President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ 500,000*
Name:		Title:	*increased limit allowed with written authority

ARTICLE 2—LICENSING

- 2.01 Provide information regarding licensure for Business:

Name of License:	Water Well Driller		
Licensing	State of Texas Dept. of Licensing and Regulation		
License No:	60461	Expiration Date:	04.29.26
Name of License:			
Licensing			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

- 3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input checked="" type="checkbox"/> None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	John Halloran	
Safety Certifications	see attached resume and certifications	
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2024			2023			2022		
Company	EMR	TRF R	MH	EMR	TRF R	MH	EMR	TRF R	MH
Hydro Resources	1.42	3.74	695,513	1.38	8.76	684,964	1.15	8.78	546,877

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	PNC Financial Services	
Business address:	PNC Financial Services 2200 Post Oak Blvde, 20th Floor Houston, TX 77056	
Date of Business's most recent financial statement:	04.23.24	<input checked="" type="checkbox"/> Attached
Date of Business's most recent audited financial statement:	04.23.24	<input checked="" type="checkbox"/> Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		4.110
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		2.094

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	266
Estimate of revenue for the current year:	\$140,000,000
Estimate of revenue for the previous year:	\$100,000,000

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 21 years			
As a general contractor:	21	As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.
- E. Attachments providing additional information as required by Paragraph 8.02.

EJCDC C-451, Qualifications Statement.

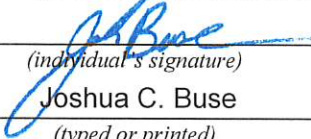
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Page QB-5 of QB-12

- F. Schedule A (Current Projects) as required by Paragraph 8.03.
 - G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
 - H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
 - I. Additional items as pertinent.
-

This Statement of Qualifications is offered by:

Business: Hydro Resources - Mid Continent, Inc.
(typed or printed name of organization)

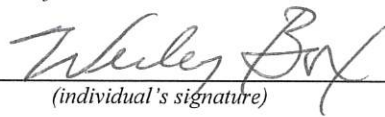
By: 
(individual's signature)

Name: Joshua C. Buse
(typed or printed)

Title: Vice President
(typed or printed)

Date: 06.12.25
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: Wesley J. Box
(typed or printed)

Title: Drilling Services Sales Manager
(typed or printed)

Address for giving notices:
Hydro Resources - Mid Continent, Inc.
11536 Old Lockhart Road
Creedmoor, TX 78610

Designated Representative:

Name: Wesley J. Box
(typed or printed)

Title: Drilling Services Sales Manager
(typed or printed)

Address:
Hydro Resources - Mid Continent, Inc.
11536 Old Lockhart Road
Creedmoor, TX 78610

Phone: 832-712-1230

Email: WBox@HydroResources.com

**UNANIMOUS WRITTEN CONSENT OF
BOARD OF DIRECTORS OF HYDRO
RESOURCES – MID CONTINENT, INC.**

In lieu of Meeting

Pursuant to the provisions of Section 141 of the General Corporation Law of the State of Delaware, as amended, the undersigned members of the Board of Directors (the "Board") of Hydro Resources – Mid Continent, Inc., a Delaware corporation (the "Corporation"), do hereby execute this Unanimous Written Consent for the purpose of voting for, adopting, approving and consenting the following resolutions:

~~WHEREAS, the Board has made the following determinations:~~

- Officers of the company will be confirmed per the attached schedule.

NOW, THEREFORE, BE IT

RESOLVED, that officers will be confirmed per the attached schedule.

This Unanimous Written Consent may be executed in multiple counterparts, each of which shall constitute an original, of which together shall constitute one and the same Unanimous Written Consent.


[Signature page follows]

IN WITNESS WHEREOF, the undersigned members of the Board of Directors of the Corporation hereby consent to all of the foregoing effective as of May 23, 2023.

BOARD OF DIRECTORS:



Alton L. Cherry



Randy Taylor

HYDRO RESOURCES ORGANIZATION

Officers and Directors Information (Approved 05/23/2023)



Hydro Resources - Mid Continent, Inc. (a Delaware corporation)

EIN: 45-0531707

Title	Name	Director	Address
CEO	Alton L. Cherry	Yes	1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478 713-622-4033
President	Alton L. Cherry		1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478 713-622-4033
Vice President	Randy Taylor	Yes	7531 FM 119 Sunray, TX 79086 806-948-4421
Vice President	Jason Barum		1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478 713-622-4033
Secretary	Justin Taurig		1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478 713-622-4033
Asst. Secretary	Angelica Martinez		1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478 713-622-4033
Vice President	Justin Taurig		1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478 713-622-4033
Treasurer	Justin Taurig		1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478 713-622-4033
Vice President	Josh Buse		11536 Old Lockhart Road, Creedmoor, TX 78610

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Carlos H. Cascos
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Certificate of Authority for Hydro Resources - Mid Continent, Inc. (file number 800300404), a DELAWARE, USA, Foreign For-Profit Corporation, was filed in this office on February 04, 2004.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on May 23, 2016.



A handwritten signature in black ink, appearing to read "Casco", followed by a horizontal line.

Carlos H. Cascos
Secretary of State

Phone: (512) 463-5555
Prepared by: SOS-WEB

Come visit us on the Internet at <http://www.sos.state.tx.us>

Fax: (512) 463-5709
TID: 10264

Dial: 7-1-1 for Relay Services
Document: 672116560003



Hydro Resources Holdings, Inc. and Subsidiaries

Consolidated Financial Statements and
Supplementary Information

December 31, 2024 and 2023

Independent Auditors' Report

To the Board of Directors and Stockholders of
Hydro Resources Holdings, Inc. and Subsidiaries

Opinion

We have audited the consolidated financial statements of Hydro Resources Holdings, Inc. and Subsidiaries, (the Company) which comprise the consolidated balance sheets as of December 31, 2024, and the related consolidated statements of income, stockholders' equity and cash flows for the years then ended and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplementary consolidating information are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Baker Tilly US, LLP

Pittsburgh, Pennsylvania
April 8, 2025

Consolidated Balance Sheets
December 31, 2024 and 2023

	2024	2023
Assets		
Current Assets		
Cash	\$ 15,532,876	\$ 6,392,278
Trade accounts receivable, net	36,760,319	27,066,320
Contract assets	15,757,770	13,517,759
Accrued revenue	513,597	545,522
Inventory, net	12,825,028	16,078,469
Prepaid income taxes	56,436	481,707
Employee Retention Credit receivable	2,300,064	-
Other current assets	3,342,571	1,052,605
Total current assets	87,088,661	65,134,660
Other Assets		
Machinery and equipment, net	45,326,494	41,924,890
Goodwill, net	1,104,095	2,198,483
Operating lease right-of-use assets	705,406	1,254,979
Other assets	1,178,263	1,179,941
Total other assets	48,314,258	46,558,293
Total assets	\$ 135,402,919	\$ 111,692,953
Liabilities and Stockholders' Equity		
Current Liabilities		
Accounts payable	\$ 6,522,576	\$ 4,173,314
Accrued expenses	8,226,681	8,189,754
Contract liabilities	4,872,214	2,654,074
Operating lease liabilities, current portion	604,798	593,769
Total current liabilities	20,226,269	15,610,911
Long-Term Liabilities		
Deferred tax liability	8,022,048	7,499,427
Operating lease liabilities, net of current portion	161,075	765,873
Other long-term liability	226,452	276,453
Total noncurrent liabilities	8,409,575	8,541,753
Total liabilities	28,635,844	24,152,664
Stockholders' Equity		
Common stock	131	131
Additional paid-in capital	5,991,345	5,810,597
Retained earnings	117,639,274	98,593,236
Treasury stock	(16,863,675)	(16,863,675)
Total stockholders' equity	106,767,075	87,540,289
Total liabilities and stockholders' equity	\$ 135,402,919	\$ 111,692,953

See notes to consolidated financial statements

Hydro Resources Holdings, Inc. and Subsidiaries**CONFIDENTIAL**

Section X, Item b.

Consolidated Statements of Income

Years Ended December 31, 2024 and 2023

	2024	2023
Revenues		
Drilling revenue	\$ 133,319,952	\$ 116,913,513
Service revenue	48,165,093	52,761,446
Other	520,918	464,091
Total revenues	182,005,963	170,139,050
Cost of Revenues	104,717,288	99,965,146
Gross profit	77,288,675	70,173,904
Operating Expenses		
General and administrative	49,175,246	41,978,150
Depreciation and amortization	6,305,241	6,106,040
Total operating expenses	55,480,487	48,084,190
Operating income	21,808,188	22,089,714
Other Income, Net	2,869,282	605,775
Interest Income, Net	606,547	329,398
Income before provision for income taxes	25,284,017	23,024,887
Provision for Income Taxes	(6,237,979)	(5,441,401)
Net income	\$ 19,046,038	\$ 17,583,486

See notes to consolidated financial statements

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Arch Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:	Missouri		
Is surety authorized to provide surety bonds in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):	Arch Insurance Company		
	Harborside 3, 210 Hudson Street, Suite 300		
	Jersey City, NJ 07311		
Physical Address (principal place of business):	same as above		
Phone (main):	201-201-7969	Phone (claims):	877-688-2724

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):		
Insurance Provider	Type of Policy (Coverage Provided)	
Continental Casualty Company	Commercial General Liability, Auto Liability	
Continental Insurance Company	Worker's Comp	
Navigators Specialty Insurance Company	Umbrella Liability	
Navigators Specialty Insurance Company	Excess Liability	
Are providers licensed or authorized to issue policies in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does provider have an A.M. Best Rating of A-VII or better?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business):	Marsh & McLennan Agency, LLC	
	2500 City West Blvd, Suite 2400	
	Houston, TX 77042	
Physical Address (principal place of business):	same as above	
Phone (main):	713-780-6601	Phone (claims): 713-780-6601

EJCDC C-451, Qualifications Statement.

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Page QB-4 of QB-12

List of Proposed Subcontractors

Subcontractor's Mailing Addresses:

Butch's Rathole – Conductor Drilling & Casing
700 Austin Street
Levelland, TX 79336
(806) 894-6294

Geo Cam, Inc. – Geophysical Logging
17118 Classen Road
San Antonio, Texas 78247
(210) 281-5820

Jeremy Clark Welding, Inc. – Welding
3104 Conveyor Drive
Burleson, Texas 76028
(817) 556-2206

Cudd Energy Services – Cementing
1434 County Road 422
Pleasanton, TX 78064
(830) 254-4200

Central Texas Road, Inc. – Road Construction
P.O. Box 2349
Wimberley, Texas 78676
(512) 557-6254

J&K Utility Services, LLC – Drilling Site Work
5607 Williamson Road
Creedmoor, Texas 78610
(512) 243-9892

K-3BMI, Inc. – Waste Hauling
9458 FM 362
Brookshire, Texas 77423
(281) 375-5778

List of Proposed Suppliers

Suppliers Mailing Addresses:

Challenger Steel-Casing
12309 E. Mirabeau Pkwy
Spokane Valley, WA 99216
509-701-8333

Mill Man Steel, Inc.
1441 Wazee Street
Suite 104
Denver, CO 80202

PW Gillibrand - Gravel
1000 Oglebay Norton Dr.
Brady, TX 76825
(325) 597-0721

Roscoe Moss Company
4360 Worth Street
Los Angeles, CA 90063
602-677-4266

B&B Bit & Tool, Inc.
4898 FM 367
Wichita Falls, TX 76305
(940) 692-2838

Aqua-Tech Laboratories, Inc.
3512 Montopolis Drive
Austin, Texas 78744
(512) 301-3707

PCS Laboratories
1532 Universal City Blvd.
Universal City, TX 78148
(210) 340-0343
SPL Labs
2600 Dudley Road
Kilgore, TX 75663
(903) 984-0551

Schedule A—Current Projects

Name of Organization	Hydro Resources - Mid Continent, Inc.				
Project Owner	Brazoria County MUD 32		Project Name	Plant 2, Wells 1 & 2	
General Description of Project					
Project Cost	\$1,500,000		Date Project	02.07.25	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Keith Kelso	Mike Buse	John Halloran	Mike Buse	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner			BCMUD 32		
Designer	Nathaniel Leil	Engineer	Water Engineers, Inc.	281-373-0500	
Construction Manager					

Project Owner	Montgomery County MUD 173		Project Name	Well 1	
General Description of Project					
Project Cost	\$800,000		Date Project	01.01.25	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Keith Kelso	James Parker	John Halloran	James Parker	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner			MCMUD 173		
Designer		Engineer	Spear Point Engineering	936-256-2626	
Construction Manager	Shea Boynton	VP of Project Delivery	PERENFRA	303-875-9815	Shea.Boynton@Perenfra.com

Project Owner	City of El Campo		Project Name	Avenue F Water Plant	
General Description of Project					
Project Cost	\$1,400,000		Date Project	02.01.25	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Keith Kelso	James Parker	John Halloran	James Parker	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner			City of El Campo		
Designer	William Huebner	Engineer	Strand Associates	979-836-7937	William.Huebner@Strand.com
Construction Manager	Wesley Payton	General Contractor	WW Payton Corp.	281-371-7068	

Schedule A—Current Projects

Name of Organization	Hydro Resources - Mid Continent, Inc.				
Project Owner	City of Corpus Christi		Project Name	Emergency Nueces Wells	
General Description of Project					
Project Cost	\$2,400,000		Date Project	03.21.25	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Billy Hamilton	James Parker	John Halloran	James Parker	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Nicholas Winkelmann	PE, Dir. of Water System	City of Corpus Christi	361-826-3500	
Designer					
Construction Manager					

Project Owner	City of McAllen		Project Name	Test Drilling and Temporary Well Testing	
General Description of Project					
Project Cost	\$2,400,000		Date Project	04.08.25	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Keith Kelso	James Parker	John Halloran	James Parker	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Gerardo Noriega	Purchasing & Contracting	City of McAllen	956-681-1130	GNoriega@McAllen.net
Designer	Marco Vega	PE General Manager	City of McAllen	956-681-1630	
Construction Manager					

Project Owner	Mustang Special Utility District		Project Name	Temple Dane and Silverado Wells	
General Description of Project					
Project Cost	\$6,000,000		Date Project	11.01.25	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Keith Kelso	Mike BUSE	John Halloran	Mike Buse	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner			Mustang SUD		
Designer	Samuel Davis	Engineer	Steger Bizzell	512-930-9412	SDavis@StegerBizzell.com
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	Hydro Resources - Mid Continent, Inc.				
Project Owner	Alliance Regional Water Authority		Project Name	Phase 1B Well Construction	
General Description of Project	Construct (4) Public Water Supply Wells in the Carrizo Aquifer				
Project Cost	\$2,291,011		Date Project Completed	2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Sterling Cherry	Mike Buse	Josh Buse	James Parker	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner			Alliance Regional Water Authority		
Designer	James Bene	Engineer	R.W. Harden & Assoc.	512-345-2379	James.Bene@RWHarden.com
Construction Manager					

Project Owner	City of Elmendorf, TX		Project Name	Public Water Supply Wells	
General Description of Project	Construct (4) Public Water Supply Wells in the Carrizo Aquifer				
Project Cost	\$1,380,292		Date Project Completed	2019	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Sterling Cherry	Mike Buse	Josh Buse	James Parker	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner			City of Elmendorf, TX		
Designer	Garry Montgomery	Engineer	Utility Engineering	830-798-3952	GarryM@EugPros.com
Construction Manager					

Project Owner	Simeon Escondido Legacy		Project Name	Carrizo Wilcox Wells 1 & 2	
General Description of Project	Construct (2) Public Water Supply Wells in the Carrizo Aquifer				
Project Cost	\$1,157,846		Date Project Completed	2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Patrick Way	Mike Buse	John Halloran	James Parker	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner			SE Legacy		
Designer	Jordan Furnans	Engineer	LRE Water	512-863-3000	
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	Hydro Resources - Mid Continent, Inc.				
Project Owner	El Paso Water Utilities		Project Name		
General Description of Project	10 public water supply wells - (Hydro has completed 4 multi-well packages for EPWU)				
Project Cost	\$8,035,315		Date Project Completed	2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Keith Kelso	Mike Buse	Cameron Engleman	James Parker	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Scott Reinert	GM	El Paso Water Utilities	915-594-5579	SReinert@EPWater.org
Designer	Joe Moreno	Engineer	Brown & Caldwell	915-545-4400	JMoreno@BrwnCald.com
Construction Manager					

Project Owner	San Antonio Water Systems		Project Name	Artesia Pump Station Wells 7 & 8	
General Description of Project	Construct (2) Public Water Supply Wells				
Project Cost	\$9,700,000		Date Project Completed	2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Keith Kelso	Mike Buse	Cameron Engleman	James Parker	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner			San Antonio Water Systems		
Designer	Maxwell Wallack	Engineer	Arcadis U.S. Inc.	512-659-4770	Maxwell.Wallack@Arcadis-us.com
Construction Manager					

Project Owner	City of Stephenville, Texas		Project Name	536 Well Field Project	
General Description of Project	Construct (5) Public Water Supply Wells				
Project Cost	\$2,732,000		Date Project Completed	2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Keith Kelso	Mike Buse	Cameron Engleman	James Parker	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner			City of Stephenville, Texas		
Designer	Kent Riker	Engineer	Provenance Engineering	817-785-7121	KRiker@ProvenanceEngineering.com
Construction Manager					

Schedule C—Key Individuals

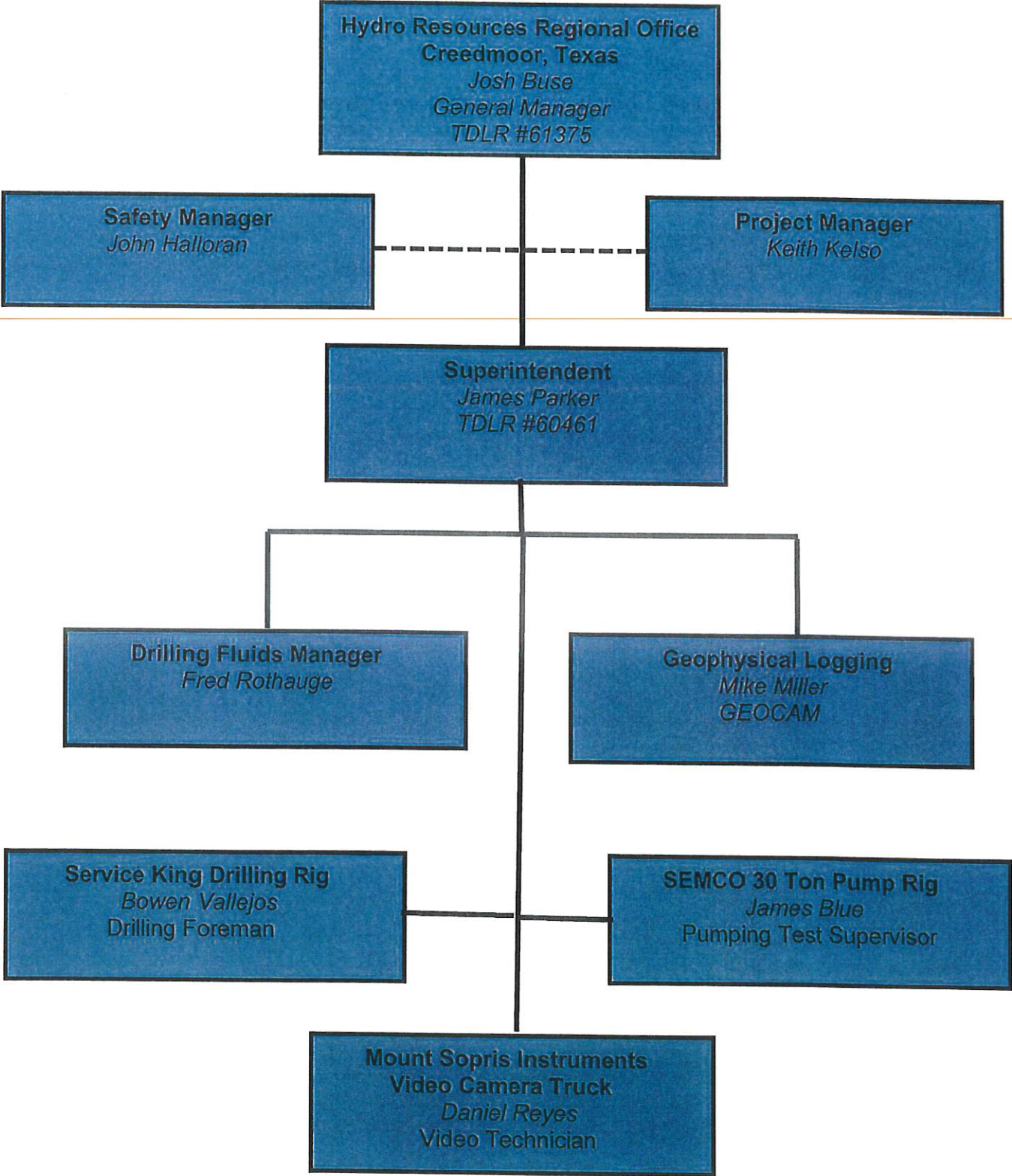
Project Manager			
Name of individual		Keith Kelso	
Years of experience as project manager		7 years	
Years of experience with this organization		1 year	
Number of similar projects as project manager		30+	
Number of similar projects in other positions		100+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Existing Projects		70%	Ongoing
Administrative and Managerial Duties		30%	Ongoing
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual		James Parker	
Years of experience as project superintendent		30 years	
Years of experience with this organization		9 years	
Number of similar projects as project superintendent		200+	
Number of similar projects in other positions		200+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Existing Projects		80%	Ongoing
Administrative and Managerial Duties		20%	Ongoing
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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Safety Manager			
Name of individual		John Halloran	
Years of experience as project manager		11 years	
Years of experience with this organization		6 years	
Number of similar projects as project manager		500+	
Number of similar projects in other positions		500+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Training and Job Site Visits		70%	Ongoing
Reportig and Administrative Duties		30%	Ongoing
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual		James Parker	
Years of experience as project superintendent		30 years	
Years of experience with this organization		9 years	
Number of similar projects as project superintendent		200+	
Number of similar projects in other positions		200+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Exisiting Projects		80%	Ongoing
Administrative and Managerial Duties		20%	Ongoing
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

PROJECT MANAGEMENT TEAM





JOSHUA C. BUSE
Vice President/General Manager

PROFILE

Experience started in field operations and evolved to sales and management. Extensive experience enforcing regulatory and safety compliance while improving tools for teammates to accomplish goals. Successful and team driven individual committed to proactive planning and goal-oriented work.

CONTACT

CELL:
512-557-4988

OFFICE:
512-858-4375

EMAIL:
JBuse@HydroResources.com

WEBSITE:
www.HydroResources.com



WORK EXPERIENCE

Hydro Resources, Inc.	2021 to Present
Vice President/General Manager	
Citgo Petroleum	2019 - 2021
Chief Operator	
Valero McKee Refinery	2013 - 2019
Manager or Rentals	

SPECIALIZED TRAINING & CERTIFICATIONS

Licensed Well Driller, State of Louisiana, No. 898
Licensed Well Driller and Pump Installer, State of Texas, No. 61375

Occupational Safety & Health, Associate Degree

- Columbia Southern University

CPR/First Aid Instructor Certified
OSHA 30 Hr. Training Course
Forklift Trainer Certified
Class A CDL
Aerial Lift Certified
MSHA New Miner Certified
TWIC Card Holder
Crane/Rigger Certified
DOT Supervisor Reasonable Suspicion Certified
FMCSA designated employer representative

PROFESSIONAL AFFILIATIONS

National Ground Water Association
Texas Groundwater Association



TEXAS DEPARTMENT OF LICENSING & REGULATION

Texas Department of Licensing and Regulation
Result Listing

Name and Location	Other Information
BUSE, JOSHUA CODY	Water Well Driller and Pump Installer License #: 61375 Expiration Date: 07/27/2026 Type: W License Status: Active Phone: (512) 858-4375 Continuing Education Status: OK

Driller Designations:

- (W) - water well;
- (M) - monitoring well;
- (C) - closed loop geothermal well;
- (N) - injection well;
- (D) - dewatering well;
- (A) - master well driller which includes all designations previously listed.

Pump Installer Designations:

- (L) - windmills, hand pumps, and pump jacks;
- (P) - single phase pumps;
- (K) - three phase pumps;
- (T) - line-shaft turbine pumps;
- (I) - master water well pump installer which includes all designations previously listed.

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PROFILE

20-year military veteran with **over 12 years of Safety specific experience:** managing teams as small as 2 and as large as 62; charged to provide safety oversight of more than 4,500 installation personnel, contractors, and their families. Responsible for development and implementation of strategic goals, influencing system thinking solutions, and facilitating forward thinking initiatives. Vast knowledge of mishap investigation techniques and reporting; conducts investigations to identify root cause and contributing elements. Author of 75+ explosive site plans, standard operating procedures, operating instructions, waivers, deviations, risk assessments, and hazard of electromagnetic radiation surveys.

CONTACT

CELL:
210-563-3727

OFFICE:
303-857-7540

EMAIL:
JHalloran@HydroResources.com

WEBSITE:
www.HydroResources.com



JOHN HALLORAN Corporate Safety Manager

WORK EXPERIENCE

Hydro Resources, Inc. Safety Manager	2018 to Present
Seymour Johnson AFB Safety Manager	2015 - 2018
Seymour Johnson AFB Production/Project Manager	2013 - 2015
Lackland AFB Safety/Recruit Instructor	2007 - 2013

EDUCATION

Columbia Southern University
+Bachelor of Science in Business Administration, magna cum laude
Community College of the Air Force
+Professional Managers Certification
+Associates Degree Instructor-In-Technologies
+Associates Degree Aircraft Armament Technologies

PROFESSIONAL AFFILIATIONS

Board of Cetrified Safety Professionals (BCSP)
American Society of Safety Professionals (ASSP)

SPECIALIZED TRAINING & CERTIFICATIONS

ASP Certification from the BCSP – Certification #ASP-34830
Certified CPR/First Aid Instructor
Certified Fall Protection Competent Person
MSHA 24hr Surface Miner
Certified Rigger/Signalman
Certified MINA (Mishap Investigation Non-Aviation) Investigator
Executive-Level Leadership & Management Training, USAF
Mid-Level Leadership & Management Training, USAF
OSH Academy, 132 Hour, Occupational Safety and Health Professional

REFERENCES

Courtney Hemenway, Hemenway Groundwater Engineering
303-805-1750 CHemenway@MSN.com
Lance Nielsen P.E., Hansen, Allen & Luce
801-566-5599 LNielsen@HansenAllenLuce.com
Heather Justus, Town of Castle Rock, CO
720-733-6081 HJustus@CRGov.com
Gina Burke, Jehn Water Consultants, President
303-321-8335 GBurke@JehnWater.com



PROFILE

Manage through each project phase to complete on time and at budget. Coordinate with engineers, subcontractors and vendors to meet specifications of our clients. Coordinate with drilling crew to stay on-schedule and anticipate any upcoming milestones for project completeness. Oversee subcontracted work to meet specification.

Order and stage materials to complete each project phase. Provide updates and reporting for progress of project.

CONTACT

OFFICE:
512-858-4375

CELL:
737-615-9037

EMAIL:
KKelso@HydroResources.com

WEBSITE:
www.HydroResources.com



KEITH KELSO
Project Manager

WORK EXPERIENCE

Hydro Resources, Inc. Project Manager	2023 to Present
MH Homes of Austin Client Service Project Manager	2021 - 2023
Lennar Homes of Austin Sr. Customer Care Representative	2017 - 2021

EDUCATION

Ashford University
+Master of Arts, Organizational Management
University of Cincinnati
+Bachelor of Science, Fire and Safety Engineering Technology
Community College of the Air Force
+Associates Degree, Fire Science

PROFESSIONAL AFFILIATIONS

Center for Public Safety Excellence – Chief Fire Officer Designation

SPECIALIZED TRAINING & CERTIFICATIONS

Certified CPR/First Aid Instructor
Certified National Incident Management System Train-the-Trainer



PROFILE

Provides Technical Support to Hydro Drilling Operations based on vast experience of drilling water supply wells in his tenure with the company. Provides engineered drilling fluid plans and monitors drilling fluid properties throughout individual projects. Assists in strategic planning for large projects and available for on-site supervision during critical phases.

Selected as the 2023 McElhiney Distinguished Lecturer by The Groundwater Foundation and National Ground Water Association

CONTACT

CELL:
970-381-3788

OFFICE:
303-857-7540

EMAIL:
FRothauge@HydroResources.com

WEBSITE:
www.HydroResources.com



FRED ROTHAUGE
Drilling Fluids Specialist

WORK EXPERIENCE

Hydro Resources, Inc. Fluids Manager	2004 to Present
Quality Drilling Fluids Owner	1997 - Present

EDUCATION

Oregon State University,
+Agriculture and Forest Education, Teach Certificate, 1979
Treasure Valley Community College
+Associate of Science Degree, Range and Forest Technology, 1976

PROFESSIONAL AFFILIATIONS

The Grounwater Foudnation
National Groundwater Association

SPECIALIZED TRAINING & CERTIFICATIONS

Arizona Well Drillers License # 816 in Air Rotary, Mud Rotary, and Reverse Circulation.
New Mexico Well Drillers License # WD-1683,
Oregon Water Supply #2001,
South Dakota Well Drillers License #774;
Texas Well Driller #60121 M W;
Utah Water Well Drillers License #810;
Wyoming Water Well Drilling License # COWD 047;
Montana WD# 670; Colorado #1469
NGWA Certified in Air Rotary, Mud Rotary, Reverse Circulation, and Well Servicing and Maintenance.

REFERENCES

Courtney Hemenway, Hemenway Groundwater Engineering
303-805-1750 CHemenway@MSN.com
Lance Nielsen P.E., Hansen, Allen & Luce
801-566-5599 LNielsen@HansenAllenLuce.com
Heather Justus, Town of Castle Rock, CO
720-733-6081 HJustus@CRGov.com
Gina Burke, Jehn Water Consultants, President
303-321-8335 GBurke@JehnWater.com

James Parker

Superintendent/Drilling Manager



Experience

2018–Present

Hydro Resources• Superintendent/Drilling Manager •

Responsible for the safe and accurate set up of rig and all equipment. Oversees operation of drilling rigs and associated equipment to drill commercial and industrial water wells, install well heads, well screen, casing, gravel pack and cement grout, and other well fixtures. State compliant documentation of completed wells. Supervision and training of crews for underground projects. Client contact and satisfaction throughout entire project. Supervision of operation and maintenance of drilling equipment.

2015-2017

Hydro Resources• Drilling Supervisor•

2010 – 2014

Layne Christensen Company – Operations Manager

Managed all field operations in a seven-state region. The work included directional drilling, mine site work, large diameter municipal water wells, environmental drilling and mineral exploration.

Education and Certifications

Texas Water Well Driller, License #60461

Louisiana Water Well Contractor's License #898

OSHA 30

H2S Certification

Team Experience

The Creedmoor Team, headed by Mike Buse, has worked on the following projects together:

City of Elmendorf, Big Sandy Aqua Texas, Black Mountain Sands, Colorado Bend State Park, Garner State Park, Lower Colorado River Authority, New Braunfels Utilities, Jonah SUD, Aqua Texas Whippoorwill Bay, Windsong Ranch, Harris County MUD 565

Commitment to Project

70% of employee's time will be committed to Project

20% of employee's time will be committed to additional projects

10% of employee's time will be committed to administrative duties.



11536 Old Lockhart Road
Creedmoor, TX 78610



512-858-4375



JParker
@HydroResources.com



TEXAS DEPARTMENT OF LICENSING & REGULATION

Texas Department of Licensing and Regulation Result Listing

Name and Location	Other Information
PARKER, JAMES ALLEN SR	Water Well Driller and Pump Installer License #: 60461 Expiration Date: 04/29/2026 Type: W License Status: Active Phone: (512) 858-4375 Continuing Education Status: OK

Driller Designations:

- (W) - water well;
- (M) - monitoring well;
- (C) - closed loop geothermal well;
- (N) - injection well;
- (D) - dewatering well;

Pump Installer Designations:

- (L) - windmills, hand pumps, and pump jacks;
- (P) - single phase pumps;
- (K) - three phase pumps;
- (T) - line-shaft turbine pumps;

(A) - master well driller which includes all designations previously listed. (I) - master water well pump installer which includes all designations previously listed.

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Bonifacia (Bowen) Vallejos

Drilling Foreman



Experience

2021–Present

Hydro Resources • Drilling Foreman •

Responsible for the safe and accurate set up of rig and all equipment. Oversees operation of drilling rigs and associated equipment to drill commercial and industrial water wells, install well heads, well screen, casing, gravel pack and cement grout, and other well fixtures. State compliant documentation of completed wells. Supervision and training of crews for underground projects. Client contact and satisfaction throughout entire project. Supervision of operation and maintenance of drilling equipment.

2016-2018

Beeline Systems/DJR Operating • Midstream Operator •

1998-2016

Bearcat Drilling • Field Superintendent •



11536 Old Lockhart Road
Creedmoor, TX 78610



512-858-4375



BVallejos
@HydroResources.com

Education and Certifications

OSHA 30

H2S Certification

Certified Code Welder

Team Experience

The Creedmoor Team, headed by Josh Buse, has worked on the following projects together:

City of Elmendorf, Big Sandy Aqua Texas, Black Mountain Sands, Colorado Bend State Park, Garner State Park, Lower Colorado River Authority, New Braunfels Utilities, Jonah SUD, Aqua Texas Whippoorwill Bay, Windsong Ranch, Harris County MUD 565

Commitment to Project

70% of employee's time will be committed to Project.

10% of employee's time will be committed to additional projects.

20% of employee's time will be committed to administrative duties.



Hydro
resources

Service King 775 Drilling Rig

Section X, Item b.

Drilling Capacity: 4,000' Trailer Mounted Drill Rig

Drawworks: Service King 775 Single Drum

Main Power: Detroit Diesel 60 Series Engine - 540 HP

Mast: 112' Telescoping, Rated 350,000# API

Top Drive System: Foremost 300-Ton Capacity Hoist, 200 RPM

Substructure: Hydraulically Raised with 14' x 16' Floor x 6'

Compressor: Sullair Palatek Rotary Screw Unit Powered by 30HP Motor

Mud System: ~ (1) 300 Barrel System
~ Dual 580 GPM Shale Shaker
~ Desander & Desilter
~ 60 HP 11x14 Centrifugal Force



Mud Pumps: MZ9 - 1000 Triplex, 6 3/4" x 10" Mud Pumps Powered by CAT Engines

Generator: Generac Series SD500 (500 KV AC) Powered by Volvo Diesel Engine

Welders: 2-Miller Xmt 350 Cc/cv Inverter Units, 2-Lincoln Ln-25 Wire

Water Tanks: 9' High x 10' Wide x 42' Long (500 barrel) with 8' x 10' Storage Room

Fuel Tank: 3,000 Gallon, Dbl Wall Steel, Metered Fuel Pump

Drill Pipe: 4,000' 4 1/2", 31' Random, 16.60#/FT

Drill Collars: 6 1/4 OD x 31', 96#/FT

Dog House: 10' W x 40' L, Self Contained Unit With Crew Lockers, Work Room With Tool Storage, Tower Lighting, Deviation Tool, and Satellite Auto Driller

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**GOVERNMENTAL CONTRACT AND PURCHASING RIDER
FOR THE CITY OF CASTROVILLE, TEXAS**

(Version June 25, 2020)

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contracting party identified below agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by a specifically executed provision within the contract and if permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

1. Application. This Governmental Rider applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Contract (Contract) (attached hereto) of Hydro Resources -, (Vendor). The Contact involved in this Rider is described as follows:
Mid Continent, Inc.

Title of Contract: Package 1 Flat Creek Water Plant Well

2. Payment Provisions. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. City reserves the right to modify any amount due to contractor presented by invoice to the city if necessary, to conform the amount to the terms of the contract.

3. Multiyear Contracts. If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving contractor a written notice of termination at the end of its then current fiscal year.

4. Best Value Determination. All competitive bids or proposals received shall be evaluated based on the best value for the City. Best value shall be determined any relevant criteria specifically listed in the solicitation and by considering all or part of the criteria listed below:

- a. Bid price.
- b. Reputation of the bidder and of bidder's goods and services.
- c. The quality of the bidder's goods or services.
- d. The extent to which the goods or services meet the City's needs.
- e. Bidder's past relationship with the City. All vendors shall be evaluated on their past performance and prior dealings with the City to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, and late delivery.

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5. Local Preference. The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received.

6. No Ex-Parte Communications during Competitive Bidding Period. To insure the proper and fair evaluation of a response, the City prohibits ex parte communication (e.g., unsolicited) initiated by the proposed contractor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between responder and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending responder from consideration or award of the solicitation then in evaluation, or any future solicitation.

7. Abandonment or Default. A contractor who abandons or defaults the work on the contract and causes the City to purchase the services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto and shall be considered disqualified in any re-advertisement of the service and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

8. Disclosure of Litigation. Each contractor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the respondent or which has occurred in the past in which the respondent has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

9. Cancellation. the City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the contracting party. Termination under this paragraph shall not relieve the contractor of any obligation or liability that has occurred prior to cancellation.

10. Annual Vendor Performance Review. The City reserves the right to review the vendor's performance at the end of each twelve-month contract period and to cancel all or part of the agreement (without penalty) or continue the contract through the next period.

11. Compliance with other laws and certification of eligibility to contract. Any offer to contract with the City shall be considered an executed certification that the contractor will shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. *Additionally, such offer shall indicate that the contract has fully read and understood the terms and conditions for*

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eligibility to contract with the City pursuant to Chapter 38 of the City's Ordinances and certifies they are in compliance with those local requirements. When requested, the contractor shall furnish the City with satisfactory proof of its compliance within 10 days or any contract with the City is void.

12. Compliance with all Codes, Permitting and Licensing Requirements. The successful contractor shall comply with all national, state and local standards, codes and ordinances as well as any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

13. The City of Castroville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code Chapter 2270) by accepting this purchase order, the vendor (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel, and agrees that during the term of this agreement (contract as applicable) will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

14. Liability and Indemnity of City. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.. (Section 5, Article XI, Texas Constitution)

15. Indemnity and Independent Contractor Status of Contractor. Contractor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement and/or arising out of the willful misconduct or negligent act or omission of the contractor, its officers, agents, and employees. It is understood and agreed that the contractor and any employee or sub-contractor of contractor shall not be considered an employee of the City. The contractor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all contractor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City, harassing, or is found to interfere with the effective and efficient operation of the City's workplace.

16. Liens. Contractor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under

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the resulting agreement. At the City's request the contractor or subcontractors shall provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

17. Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

18. Tax Exemption. The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

19. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

20. Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

21. Governing Law and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Medina County, Texas.

22. Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, the City may not accept or enter into a contract until it has received from the Contractor a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately, but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.

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23. Any provision of the Contract is void and unenforceable if it authorizes Contractor to amend the Contract at its sole discretion or otherwise without a negotiated and signed amendment to the Contract.

CITY OF CASTROVILLE, TEXAS

VENDOR

By: _____

Title: _____

Date: _____

By:  _____

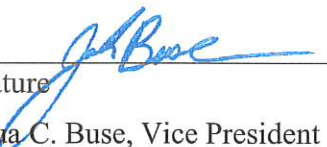
Title: Joshua C. Buse Vice President

Date: 06.12.25

Debarment / Suspension Certification

I, Joshua C. Buse, hereby certify that I have checked on the federal
(Authorized Representative of Recipient)
System for Award Management (www.sam.gov) website and determined that
Hydro Resources - Mid Continent, Inc. is not shown as an “excluded party” that is debarred,
(Name of entity)
suspended or otherwise excluded from or ineligible for participation in federal assistance
programs under Executive Order 12549. (See 2 CFR Part 180 and 2 CFR Part 1532 for
additional information on the federal governmentwide debarment and suspension system for
nonprocurement programs and activities.)

I understand that a false statement herein may subject me to penalties under federal and state
laws relating to filing false statements and other relevant statutes.


Signature
Joshua C. Buse, Vice President

06.12.25

Date

Title

City of Castroville

Name of Recipient

Verifying prime contractors and subcontractors for construction, equipment, supplies and services: Using the www.sam.gov website, the recipient must verify prior to awarding the contract that the prime contractor is not listed as an “excluded party” that is debarred, suspended or otherwise excluded from or ineligible. Once any subcontractors are known, they also must be verified as not listed as an “excluded party” prior to award of a subcontract. The recipient must print a dated record of the verification from the www.sam.gov website and retain a copy that is available for review by TWDB. The prime contractors and subcontractors must be verified prior to the contract award or the costs may be disallowed.

BIDDER'S CERTIFICATIONS

Project Name: Package 1 Flat Creek Water Plant Well Project

Project Number: RESPEC Project Number: W0143-WO16

Contract For: City of Castroville, Texas

The following certifications must be completed by the bidder for each contract.

A. EQUAL EMPLOYMENT OPPORTUNITY:

☒ I have developed and have on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-1.7.

I have:

- ☒ participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375. I have filed all notices, contract specifications, and compliance reports due under the requirements contained in 41 CFR Part 60-4.
- ☐ not participated in previous contracts(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375 and 41 CFR Chapter 60.

B. NONSEGREGATED FACILITIES

☒ I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause as required by 41 CFR Part 60-1.8.

I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

Joshua C. Buse, Vice President

Typed Name and Title of Bidder's Authorized Representative


Signature of Bidder's Authorized Representative

06.12.25
Date

Hydro Resources - Mid Continent, Inc., 11536 Old Lockhart Road, Creedmoor, TX 78610
Name and Address of Bidder



Agenda Report

Agenda of: July 8, 2025

Department: Public Works

Subject: Revisions to Utility Service Policies

Recommended Motion: Move to approve the revision of Section 14.C(2) and the addition of new Section 14.C(4) to allow staff discretion in adjusting sewer billing due to anomalous usage.

Current Policy Section 14.C(2):

The Charge for wastewater services for residential customers is based on winter averaging. Winter averaging is based on actual water usage for October, November, December and January (reflected on the November, December, January, and February bills) with the highest usage month being discarded and the remaining three months being averaged to determine the usage upon which the wastewater rate is based.

Proposed Revision (noted in red) Section 14.C(2):

The Charge for wastewater services for residential customers is based on winter averaging. Winter averaging is based on actual water usage for October, November, December and January (reflected on the November, December, January, and February bills) with the **two** highest usage **months** being discarded and the remaining **two** months being averaged to determine the usage upon which the wastewater rate is based.

Proposed Addition (noted in red) Section 14.C(4): Staff Discretion for Sewer Billing Adjustments Due to Anomalous Usage.

In cases where a residential customer experiences an isolated leak or other verifiable short-term anomaly that results in abnormally high water consumption during the winter averaging period, City staff shall have the discretion to adjust the customer's wastewater charge calculation.

Background: At the June 10, 2025 City Council meeting, staff were tasked with exploring alternatives to the City's current winter averaging method for calculating residential sewer bills. This review was prompted by concerns that unusually dry weather during the most recent averaging period led to increased lawn irrigation, which in turn caused higher water usage and disproportionately elevated sewer charges for many residents.

Under **Ordinance No. 2024-003**, the City calculates residential sewer charges based on a customer's average water use from **November through February**. This approach assumes that most water used during these cooler months is for indoor purposes and therefore enters the sanitary sewer system.

However, when customers irrigate during this period, often due to dry weather, they may be billed for water that never reaches the sewer, resulting in potential billing inequities.

Fiscal Impact: Changes to the averaging methodology are not expected to affect overall revenue but will reallocate costs among customers. Individual bills may increase or decrease depending on usage patterns.

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

Source of Funding: Account Code:

Attachments:

City of Castroville Utility Service Policies (changes are noted on pages 12 & 13)

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

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

Submitted by: John Gomez

CITY OF CASTROVILLE UTILITY SERVICE POLICIES

Adopted by City of Castroville City Council January 16, 2012
Amended by City of Castroville City Council October 13, 2015
Amended by City of Castroville City Council January 30, 2024

Statement of Policy

SECTION A – RESOLUTION AND AUTHORITY

THE CITY OF CASTROVILLE CITY COUNCIL ESTABLISHES THAT: This statement of Policy of the City of Castroville Utility System (City), serving the City of Castroville and the surrounding area, is adopted and enacted as the current regulations and policies effective as of January 30, 2024.

Only those pre-existing written agreements executed by the present or previous City Council or approved staff position shall remain in effect unless the agreement requires compliance with changes of the Statement of Policy from time to time.

The adoption of this Statement of Policy does not prohibit or limit the City from enforcing previous penalties or assessments prior to the current effective date.

An official copy of this and all policies or records shall be available during regular office hours of the City. The City Secretary shall maintain the original copy as approved and all previous copies for exhibit.

Rules and regulations of state and federal agencies having jurisdiction shall supersede any terms of this policy. If any section, paragraph, sentence, clause, phrase, word, or words of this policy are declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected.

SECTION B – STATEMENTS

1. Organization:

The Castroville Utility System is owned and operated by the City of Castroville for the purpose of furnishing electric, natural gas, water, wastewater, and/or solid waste disposal services to the residents and commercial locations within the City of Castroville and the surrounding area as defined in the Certificated Utility Areas. The City Council of the City of Castroville serves as the governing board for all rules and regulations included in this statement of policies.

2. Non-Discrimination Policy:

Service by the City is provided to all Applicants who comply with the provisions of this Statement of Policy regardless of race, creed, color, national origin, sex, disability, or marital status.

3. Policy and Rule Application:

These policies, rules, and regulations apply to the utility services provided by the Castroville Utility System, also referred to as the City or Castroville Public Works. Failure on the part of the Customer, Applicant, or Consumer to observe these policies, rules, and regulations gives the City the authority to deny or discontinue service according to the terms of this Statement of Policy as amended from time to time by the Castroville City Council.

4. Damage Liability:

The City is not liable for damages caused by service interruptions, events beyond its control, and for normal system failures.

5. Information Disclosure:

The City Secretary serves as the Records Management Clerk for the City. All information collected, assembled, or maintained by or for the City shall be disclosed to the public in accordance with the Texas Open Records Act. An individual customer may request in writing that their name, address, telephone number, or social security number be kept confidential. Such confidentiality does not prohibit the utility from disclosing this information to an official or employee of the State, of a Political Subdivision, of the State acting in an official capacity, or any Employee of the City acting in connection with the employee's duties. Further, such confidentiality does not prohibit the City from disclosing the name and address of each Customer on a list to be made available to the Registered Voters in the Cities Bounded Service Area. The City shall give its Applicants and Customers notice of rights to confidentiality under this policy and all prevailing associated fees for such request.

6. Customer Notice Provisions:

The City shall give notice of monthly rate changes to all consumers at least thirty (30) days prior to the effective date of the new rate. The notice shall contain the old rates, new rates, effective date of the new rate, date of City Council authorization, and the name and telephone number of the City's contact person designated to address inquiries about the rate change.

7. Conditions of Service

- A. Refer to the City's Utilities Ordinance for requirements for new utility service installations and extension of services. This includes requirements for permits for all new installations in accordance with all the rules, regulations and policies of the City.
- B. All installations are required to conform to international building, electric and plumbing codes adopted by the city or to the city, state and local codes and ordinances if more stringent. C. Customers shall not share or resell service(s) with others.

8. Grievance Procedures:

- A. Any Customer of the City or individual demonstrating an interest under the policies of this City in becoming a Customer shall have an opportunity to voice concerns or grievances to the City by the following means and procedures:
 - i) By presentation of concerns to the Director of Public Works or authorized staff member. If not resolved to the satisfaction of the aggrieved party, then,
 - ii) By presentation of concerns to the City Administrator or authorized staff member. If not resolved to the satisfaction of the aggrieved party, then,
 - iii) By presenting a written request to be placed on the City Council regular meeting agenda for the purpose of addressing the City Council concerning the grievance.
- B. The City Council shall respond to the complaint by communicating the Council's decision in person or in writing.
- C. Any charges or fees contested as a part of the complaint in review by the City under this policy shall be suspended until a satisfactory review and final decision is made by the City Council.

SECTION C – DEFINITIONS

Active Service: Status of any Customer receiving authorized service under the provisions of this Statement of Policy.

Additional Service Facilities: Road crossings, line extensions, and/or appurtenances required to provide service to a particular location.

Applicant: Person, partnership, cooperative corporation, corporation, agency, public or private organization of any type applying for service with the Castroville Utility System.

Castroville Utility System: All utilities owned and/or operated by the City of Castroville – electric, natural gas, water, wastewater and solid waste disposal.

Certificate of Convenience and Necessity (CCN): The authorization granted by the Texas Commission on Environmental Quality and the Public Utility Commission of Texas to the City to provide water, wastewater and electric service within a defined territory. The City of Castroville has been issued Certificate # 10218 for water, Certificate # 20080 for wastewater and Certificate # 30027 for electric. The Service Territory defined in the CCN shall be the Certificated Service Area.

City: The City of Castroville

Commercial/Industrial/Agricultural: 51% of water usage is for non-residential purposes or property and/or building(s) are intended for commercial/industrial/agricultural purposes.

Consumer: A person(s) who uses, rents or leases property from a Customer of Record or who may otherwise be termed a tenant.

Customer of Record (Customer): Any person, partnership, cooperative corporation, corporation, agency, or public or private organization that has qualified for service in accordance with the Cities Policies.

Deposit: A non-interest-bearing deposit fee as set by the City Council which is attached to the property to which the service is assigned.

Disconnection of Service: The discontinuance of utility service by the City to a Customer/Consumer.

Drainage Fee: A fee associated with the municipal drainage utility system serving as a basic charge for drainage services within the service area. The fee amount shall be set by City Council action and is subject to change with notice.

EAA Fee: A fee associated with the Edwards Aquifer Authority related to aquifer management costs. The fee amount shall be set by City Council action and is subject to change with notice.

Easement: A private perpetual dedicated right-of-way for the installation of utility lines and necessary facilities, which allows access to property for future operation, maintenance, facility replacement, facility upgrades, and/or installation of additional utility lines (if applicable). This may also include restrictions on the adjacent area to limit the installation of buildings, fences and other facilities that would restrict the use of any area of the easement.

Hazardous Condition: A condition, which jeopardizes the health and welfare of the Customer/Consumer of the City as determined by the City or regulatory authority.

Impact Fee: A fee associated with new growth as defined in the City of Castroville Comprehensive and capital Improvement plans. Impact Fees are based on the size of service requested and are due for new water and wastewater services.

Individual Landowner: An Individual Landowner of a tract of land situated in Medina County which has frontage or direct physical access onto an existing public street or road, suitable for a single-family residence and is not part of a larger development or an attempt to avoid the City of Castroville or Medina County's Subdivision Regulations.

Installation Fee: A fee as set by the City to offset the cost of the installation of the connection.

Master Meter: A meter that serves two or more residential units confined to one building.

Oversized Meters: A water meter larger than a standard residential meter of 3/4 inch size, electric meter rated at more than 200 amps and/or a gas meter sized greater than 275,000 Btu's per hour.

Power Cost Recovery Factor (PCRF): the variable portion of wholesale power costs and changes as needed based on factors in the wholesale market, including, but not limited to, increases or decreases in the cost of natural gas, which is the fuel that generates the majority of electricity in Texas. It is the part of the electric bill that directly reflects the fluctuating cost of generating power.

Proof of Ownership: The City of Castroville requires ownership of real estate designated to receive new services as a condition for service installation. Applicants for service shall provide proof of ownership by deed of trust, warranty deed or other recordable document of fee simple title that is acceptable to the City.

Service Availability Charge: (Also known as "minimum monthly charge," "minimum," or the "base rate.") The monthly charge assessed each Customer/Consumer for the opportunity of receiving service. The Service Availability Charge is a fixed rate as set by the City.

Service Application and Agreement: A written agreement between the Customer/Applicant and the City defining the specific type of service requirements requested for on the current service application and agreement, and the responsibilities of each party required before service is furnished.

Statement of Policy: The operating policies, service rules, service extension policy, service rates, rationing policies, and sample application packet adopted by the City. A copy of this City approved Statement of Policy is on file at the Public Works Office and as a courtesy, to the Texas Commission on Environmental Quality.

Temporary Service: The classification assigned to an applicant for purposes other than permanent service. The length of time associated with this classification will be based on the time required to complete construction or as set by the Director of Public Works. Applicants will be required to pay a deposit equal to the deposit required for standard service.

Texas Commission on Environmental Quality (TCEQ): State regulatory agency having jurisdiction over the rules and regulations for water and wastewater utilities.

TCEQ Regulatory Assessment Fee: A fee assessed by the Texas Commission on Environmental Quality on all retail water and wastewater utilities.

Water Acquisition Fee: A water acquisition fee will be assessed monthly based on water consumption to fund the purchase or lease of Water. The fee amount shall be set by City Council action and is subject to change with notice.

SECTION D – SERVICE RULES & REGULATIONS

1. Service Entitlement:

An Applicant shall be considered qualified and entitled to utility service when proper application has been made, terms and conditions of service have been met and continue to be met, and all fees have been paid as prescribed. The city utilizes Advance Metering Infrastructure (AMI) utility meters for all utility meters. AMI is an integrated system of meters, communication networks and data management systems that enables two-way communication between meter endpoints and utilities. The City offers an opt-out program for *residential electric customers only* – please contact Customer Service at customerservice@castrovilletx.gov for details.

2. Application Procedures and Requirements:

For the purpose of this Statement of Policy, service requested by an Applicant shall be for real estate designated to receive the service provided by the City and shall be divided into the following two classes:

A. Residential Standard Service

- i). Short Service is defined as service on an existing utility line where service facility extensions are not required and special design and/or engineering consideration are not necessary. Typically, this would include 3/4" sized water meter, up to a 200-amp single phase electric service and gas service up to 275,000 Btu's per hour.
- ii). Long Service is defined as service that requires an addition to the distribution system such as a line extension and/or road crossing.

B. Commercial Standard Service

- i) Any land or building designated for commercial use per the City's ordinance and which requires a larger meter service or an addition to the supply, storage, collection and/or distribution system.
- ii) If a building is erected, converted, structurally altered or shall be used, occupied, or changed in use, then owner or tenant may not use land/building until a Certificate of Occupancy and Compliance is issued by the Building Official stating that the building or proposed use of land complies with the provisions of the City's ordinances.

3. Requirements for Standard and Non-Standard Service:

- A. The City's Service Application shall be completed and signed by the Applicant. Each applicant will also be required to sign a utility service agreement.

- B. The Applicant shall provide proof of ownership to property for which service has been requested in a manner acceptable to the City. Proof of ownership shall consist of a recorded warranty deed, deed of trust or other recordable document of fee simple title to the real estate designed to receive service that is acceptable to the City.
- C. Notice of application approval and costs of service determined by the City shall be presented to the Applicant in writing and shall remain in effect for a period not to exceed thirty (30) days. After that time the Applicant must re-apply for service.
- D. If the utility main lines have been located in the public right-of-way and are adjacent to Applicant's property due to the current or previous landowner's refusal to grant easement to the City for the purpose of installing the utility lines and appurtenances, and the City has documentation of such refusal recorded in public records file, the Applicant, prior to receiving the requested service, may be required to grant easement to the City. In addition to the normally required fees for service, the Applicant may be required to pay such sums as are allowed in accordance with the City of Castroville Subdivision Ordinance for the extension of utilities.
- E. Requests for location of private service line utilities within the public right-of-way are considered on a case-by-case basis. Requests for service installations within these right-of ways must be submitted with a complete description of the request in writing to the Director of Public Works and additional requirements may apply prior to the City authorizing installation.

4. Activation of Standard Service.

- A. New Utility Account:
 - i). The City shall charge a refundable deposit as required under Section E – Service Fees of this Statement of Policy.
 - ii). The City shall charge a non-refundable installation fee as required under Section E of this Statement of Policy. The service installation fee shall be quoted in writing to the Applicant. All fees shall be paid in advance of installation.
 - iii). The City shall charge impact fees for all newly platted or upgraded water and wastewater services per the most recent impact fee as per the most current City Comprehensive Fee Schedule
- B. Performance of Work:
After approval is granted by proper authorities, installation specified by the City shall be completed by the Public Works Department or designated representative. New services shall be installed within fifteen (15) business days after approval and payment of fees and notification from the Building Inspector to proceed.
- C. Inspection of Customer Service Facilities:
The property of the Applicant shall be inspected to ensure compliance with State Required Minimum Acceptable Operating Practices for Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality (TCEQ) or successor agency.
- D. Re-Service:
On property where service previously existed, the City shall re-service the property upon receipt of the required deposit.
 - i) When re-service is requested by a property owner owing any delinquent charges on a previous account for service to the property being re-serviced or any other account within the service territory of the City, all delinquent charges must be paid before re- servicing procedures can begin.
 - ii) Any building that is dormant (not occupied) for six months or longer or at the discretion of the Public Works Director shall be brought into compliance with current plumbing, electrical and mechanical codes.

5. Master Meter:

- i) Any connection serving two or more **residential** units confined to one building is designated a master meter. Tenants receiving water under a Master Metered Account are not considered

customers of the City. Any interruption or impairment of water service to the tenants on the customer side of the meter is the responsibility of the Master Metered Account Customer.

- ii) Master meters are not permitted for commercial accounts. Each unit must have separate utility meters.

6. Commercial/Industrial/Agricultural Accounts:

An account will be classified as a commercial, industrial, or agricultural account if 51% of any utility usage is for non-residential purposes or property and/or building(s) are intended for commercial, industrial, or agricultural purposes.

7. Changes in Service Classification:

If at any time the City determines that the customer's service needs or structure use has changed from those originally applied for to a different service classification and the City determines that additional or different facilities are necessary to provide adequate service, the City shall require the Applicant/Customer to re-apply for service under the terms and conditions of this Policy. Applicant/Customer failing to comply with this provision shall be subject to the Disconnection with Notice Provisions of this Statement of Policy.

8. Solar Interconnection and Net Metering:

A. Application:

This section applies to the interconnection and parallel operation of all qualifying power generating installations having a design capacity of 20 kilowatts or less as well as to electric utility service to such generating installations.

B. Conditions:

The following are conditions precedent to any obligation of the City to interconnect or provide any form of electric utility service. Any person owning or operating a qualifying power generating installation (hereafter "Customer") and desiring to interconnect with the City's system shall: i) Comply With Policy:

Apply for interconnection, provide an easement satisfactory to the City, and otherwise comply with the policy of the City.

ii) Provide Information:

At least 60 days in advance of interconnection, customer shall submit plan showing the electrical design of the generating installation including equipment for interconnection with the with the City's system. The customer shall also provide such additional information as may be required by the City. In the event the Customer's plan involves the use of non-standard equipment or design techniques, the City may require such a plan to be approved by a registered professional engineer. Any review or acceptance of such a plan by the City does not guarantee the adequacy of the Customer's equipment to perform its intended function. The City disclaims any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost effectiveness, safety, durability, or reliability of generating installations.

iii) Pay for Extension of City's Facilities:

Comply with conditions for extension of the City's distribution system as may be determined by the City in accordance with the following extension policy. If an extension of City's distribution system is required for delivery or receipt of electric energy to or from a generating installation, whether or not in conjunction with another use, the City shall exercise prudent judgment in determining the conditions under which such extension will be made.

Each case shall be viewed individually considering

- (1) cost to provide service,
- (2) longevity of the load,
- (3) annual load factor,
- (4) possibility of other loads developing along the proposed line extension,
- (5) longevity, capacity, and dependability of the installation, and
- (6) compatibility with planned system improvements.

The City may require customers to pay a contribution in aid-of construction, advance for construction, or increased annual or monthly minimums, and may require a contract term of up to five years.

iv) Provide Liability Insurance:

Customer shall carry satisfactory liability insurance including contractual liability insurance covering indemnity agreements which insures Customer against all claims for property damage and for personal injury or death arising out of, resulting from or in any manner connected with the installation, operation, and maintenance of the Customer's generating equipment. The Customer shall continue to maintain insurance as required by the City for the interconnection and shall provide proof of such insurance to the City at its request. v) Sign Contract:

Sign and deliver to the City an Agreement for Interconnection and Parallel Operation of Cogeneration or Small Power Production Installation: 20 kW or less.

vi) Complete Construction:

Homeowner or designated contractor must submit a permit application and provide plans for the proposed system for plan review. After plans are approved, construct the power generating installation and install a disconnect switch and other protective equipment as may be required by the City to protect its personnel, facilities, and operations. Construction is subject to inspections.

vii) Comply With Laws:

Comply with applicable Federal, State, and Local laws, ordinances, and regulations applicable to power generating installations.

viii) Notify City:

Notify the City in writing at least thirty (30) days in advance of energizing the small power generating installation and permit the City to inspect and test protective equipment.

ix) Eliminate Conditions Preventing Interconnection:

In the event that it comes to the attention of the City that there are conditions preventing safe interconnection and proper parallel operation, it shall notify Customer and Customer shall not interconnect and/or initiate parallel operation until such conditions are corrected and Customer has provided at least ten (10) days written notice to the City. In the event, following interconnection, that conditions arise that would preclude operation, the City shall request disconnection or disconnect the Customer until the conditions preventing interconnection are corrected.

C. Parallel Operation

i) Installation:

With the exception of only the City's meter(s), the Customer shall own and be solely responsible for all expense, installation, maintenance, and operation of the power generating installation at and beyond the point where Customer's conductors contact City's conductors. The Customer's generating installation shall be designed and installed in accordance with applicable codes, regulations, and prudent engineering practices.

ii) Self-Protected Generating Installation:

The Customer will furnish, install, operate, maintain and repair all equipment necessary for the safe operation of the power generating installation in parallel with the City's electric distribution system. The equipment will have the capability to both establish and maintain synchronism with the City's system and to automatically disconnect and isolate the generating installation from the City's system due to either a malfunction of the power generating installation or loss of power on the City's system. The Customer's power generating installation will also be designed, installed, and maintained to be self-protected from normal and abnormal conditions in the City's electric distribution system. The conditions for which the power generating installation shall be self-protected shall include, but not be limited to, overvoltage, under voltage, overcurrent, frequency deviation, and faults. The self-protection will be compatible with the City's system protection

arrangements and operating policies. Specialized protective functions may be required by the City when, in the sole judgment of the City, the particular generating installation characteristics and/or distribution system characteristics so warrant. iii) Quality of Service:

Customer's generating installation will generate power at the nominal voltage of the City's electric distribution system at the Customer's delivery point plus or minus five percent (5%) at the nominal system frequency of 60 Hz or minus one half (1/2) Hz. Customer shall generate at a power factor that is as near one hundred percent (100%) as is practicable. In the event that the power factor is less than ninety percent (90%) lagging or leading, the Customer will provide proper power factor correction (within ten percent (10%) of unity) or reimburse the City for the cost of any necessary correction.

The overall quality of the power provided by Customer including, but not limited to, the effects of harmonic distortion, voltage regulation, voltage flicker, switching surges, and power factor, will be such that the City's electric distribution system is not adversely affected in any manner. In the event that adverse effects are caused in whole or in part by Customer's power generating installation, the Customer will correct the cause of such effects or reimburse the City for the cost of any required correction.

iv) Safety Disconnect:

The Customer shall provide and install, at the Customer's expense, a visible break disconnect switch. The disconnect switch will be located so as to be readily accessible to City personnel in a location acceptable to both the Customer and the City. It shall be the type of switch which can be secured in an open position by a City padlock. The City shall have the right to lock the switch open whenever, in the judgment of the City

- (1) it is necessary to maintain safe electrical operating or maintenance conditions,
- (2) the Customer's power generating installation adversely affects the City's electric distribution system, or
- (3) there is a system emergency or other abnormal operating condition which warrants disconnection.

The City reserves the right to operate the disconnect for the protection of the City's system even if it affects Customer's power generating installation. In the event the City opens and closes the disconnect switch, it shall not be responsible for energization or restoration of parallel operation of the generating installation. The City will make reasonable efforts to notify the Customer in the event the disconnect switch has been opened. The Customer will not bypass the disconnect switch at any time for any reason.

v) Access:

Persons authorized by the City will have the right to enter the Customer's property for the purpose of operating or inspecting the automatic disconnect switch, the manual disconnect switch, or the metering. Such entry onto the Customer's property may be without notice. If the Customer erects or maintains locked gates or other barriers, the Customer will furnish the City with convenient means to circumvent the barrier for access to the disconnect switch and meter(s).

vi) Modifications of City System:

In the event that it is necessary at the time of initial interconnection or at some future time for the City to modify its electric distribution system in order to accommodate the Customer's output, the Customer will reimburse the City for all just and reasonable costs of modifications which are allocable to the Customer's small power generating installation. The modifications may include, but are not limited to, special interconnection equipment, protective devices, control devices, or upgrading of distribution system components. vii) Liability for Injury and Damages:

Customer assumes full responsibility for electric energy furnished to him or her at and past the point of interconnection and will indemnify the City against and hold the City harmless from all claims for both injuries to persons, including death resulting therefrom, and damages to property occurring upon the premises owned or operated by Customer arising from electric power and energy delivered by City or in any way arising directly or indirectly from Customer's generating installation except (i) when the negligence of City or its agent or agents was the sole proximate cause of injuries, including death therefrom, to Customer or to employees of Customer or in the case of a residential Customer, to all members of the household; and (ii) as to all other injuries and damages, to the extent that injuries or damages are proximately caused by or result in whole or in part from (a) any negligence of City or its agent(s) independent of and unrelated to the maintenance of City's facilities or any condition on Customer's premises or (b) the breach by City of any provision of any contract regarding purchase and/or sale of electrical energy or service between City and Customer. The City shall not be liable for either direct or consequential damages resulting from failures, interruptions, or voltage and wave form fluctuations occasioned by causes reasonably beyond the control of the City, including, but not limited to, acts of God or public enemy, sabotage and/or vandalism, accidents, fire, explosion, labor troubles, strikes, order of any court or judge granted in any bona fide adverse legal proceeding or action, or any order of any commission, tribunal or governmental authority having jurisdiction. For claims resulting from failures, interruptions, or voltage and wave form fluctuations occasioned in whole or in part by the negligence of the City or its agent(s), the City shall be liable only for that portion of the damages arising from personal injury, death of persons, or costs of necessary repairs to or reasonable replacement of electrical equipment proximately caused by the negligent acts of the City or its agent(s). The City shall not be liable in any event for consequential damages.

viii) Metering:

One standard service meter will be installed, maintained and operated by the City. A connection will be provided for the meter in a location that is acceptable to both the City and the Customer. The City may, at its own expense, supply, install, and maintain load research metering for the purpose of monitoring and evaluating the Customer's generating installation. The meter(s) will, by comparison with accurate standards, be tested and calibrated as often as necessary. The Customer or the City may reasonably request such tests and shall be given notice of not less than five (5) working days when such tests are to be made. Both the Customer and the City will have the right to be present at such tests. If a meter is found to be inaccurate, it shall be restored to an accurate condition or replaced. If the tests disclose that no unacceptable inaccuracies exist in the meter(s), then the party requesting the tests shall bear the expense of the tests. A report of the results of any tests shall be furnished promptly by the party making such tests to the other party. Any meter(s) registering a deviation of not more than two percent (2%) from normal shall be deemed accurate. The readings of any meter(s) which have been inaccurate shall be corrected a period of no more than ninety (90) days prior to the tests. If any meter fails to register for any period, the facility output during such period shall be estimated in the best manner possible as agreed upon by the City and the Customer.

ix) Notice of Change in Installation:

Customer will notify the City in writing sixteen (16) days in advance of making any change affecting the characteristics, performance, or protection of the generating installation. If it comes to the City's attention that the modification will create or had created conditions which may be unsafe or adversely affect the City's system, then it shall notify the Customer and Customer shall immediately correct such conditions.

x) Sales to Customer

Sales to Customer shall be in accordance with the City's Service Policy at the current City solar rate for net metering.

xi) Purchases of Electricity from Customer:

If Customer's electric installation produces excess electricity, City shall pay Customer for excess electricity at the City's "avoided cost." Customer's excess electricity shall be credited each month. Credits shall not be transferrable.

9. Deposit:

The City charges a deposit to all accounts upon completion of application for service connection regardless of if they are residential or commercial. Deposits are held in a restricted account as long as the account is considered active. Deposits shall be refunded to the account holder upon termination of service and payment of final bill for service.

10. Owners and Renters:

Any customer, renting, leasing, or allowing the use of real estate property designed to receive service according to the terms of this Policy to other parties, is responsible for all charges due to the City. The City may carry the consumer on the books as a third party, but the Customer is fully responsible for any and all unpaid bills incurred by the renter/lessee/user. The Customer of Record shall take responsibility for any necessary deposits from the renter/lessee/user to ensure payment of a past due bill. The City will notify the Customer of Record (property owner) of the renter's past due payment status only after the meter has been locked due to non-payment. The City recommends owners manage monthly payments on rental property.

11. Denial of Service:

The City may deny service for the following reasons.

- A. Failure of the Applicant to complete all required forms and pay all required fees and charges
- B. Failure of the Applicant to comply with rules, regulations, policies, of the City
- C. Existence of a hazardous condition at the Applicant's property, which would jeopardize the welfare of the Customer/Consumer of the City upon connection
- D. Failure of Applicant to provide representatives or employees of the City reasonable access to property for which service has been requested
- E. Failure of Applicant to comply with all government rules and regulations of the City's Statement of Policy governing the service applied for by the Applicant
- F. Failure of Applicant to provide proof of ownership, to the satisfaction of the City, of property for which service has been requested; and/or
- G. The applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided.

12. Applicant's Recourse:

In the event the City refuses to serve an Applicant under the provisions of these rules, the City must notify the Applicant, in writing, on the basis of its refusal. The Applicant may file for an appeal, in writing, with the City Administrator. If the City Administrator and Applicant are unable to come to an agreement, the appeal will be presented to the Castroville City Council for review.

13. Insufficient Grounds for Refusal of Service:

The following shall not constitute sufficient cause for the refusal of service to an Applicant.

- A. Delinquency in payment for service by a previous Customer of Record of the premises to be served
- B. Failure to pay a bill to correct previous under billing due to misapplication of rates more than six (6) months prior to the date of application
- C. Violation of the City's rules pertaining to operation of non-standard equipment or unauthorized attachments which interferes with the service of others, unless the customer has first been notified and been afforded reasonable opportunity to comply with said requirements
- D. Failure to pay a bill of another customer as guarantor thereof unless the guarantee was made in writing to the City as condition precedent to service
- E. Failure to pay the bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill
- F. Failure to comply with regulations or rules for anything other than the type of utility service specifically requested.

14. Charge Distribution and Payment Application:

A. Service Availability Charges:

- 1) The Service Availability Charge is from the first day of the month to the last day of the month.
- 2) Charges shall be prorated for meter installation and service termination's falling during the monthly charges.
- 3) All service shall be subject to this charge whether or not the service is in use by the Customer 4) Service to the customer shall be subject to the rules, regulations and policies of the City.
- 5) Minimum Bill: The monthly charge assessed for each customer/consumer for the opportunity of service. The minimum monthly charge is a fixed rate as set forth by the City in the City's most current utility rate ordinance and designated as "Customer Charge."

B. Water Consumption Charge:

The Consumption Charge (customer charge) shall be charged at the rate specified in the City's most current utility rate ordinance and billing shall be calculated in one thousand (1,000) gallon increments.

C. Wastewater Charge:

- 1) The base rate charge (customer charge) for wastewater services for commercial customers shall be charged at the rate specified in the City's most current utility rate ordinance and billing shall be calculated in one thousand (1,000) gallon increments of water consumed monthly.
- 2) The Charge for wastewater services for residential customers is based on winter averaging. Winter averaging is based on actual water usage for October, November, December and January (reflected on the November, December, January, and February bills) with the two highest usage months being discarded and the remaining three-two months being averaged to determine the usage upon which the wastewater rate is based.
- 3) Upon determination of the average consumption volume, the Charge for wastewater services for residential customers shall be charged at the rate specified in the Castroville Comprehensive Fee Schedule and billing shall be calculated in on thousand (1,000) gallon increments of the average consumption volume.

4) Staff Discretion for Sewer Billing Adjustments Due to Anomalous Usage:

In cases where a residential customer experiences an isolated leak or other verifiable short-term anomaly that results in abnormally high water consumption during the winter averaging period, City staff shall have the discretion to adjust the customer's wastewater charge calculation.

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To ensure fairness and accuracy in billing, staff may substitute the standard winter averaging calculation with the average of the customer's actual billed wastewater consumption for the same period over the preceding three (3) years, provided the following conditions are met:

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- The customer submits a written request for review within 60 days of receiving the bill reflecting the new wastewater charge;
- The customer provides documentation of the leak or anomaly (e.g., plumber's report, photographs, repair receipts, etc.), or other reasonable evidence, as determined by staff;
- The issue has been resolved and is not ongoing; and
- Historical billing data is available for the preceding three years.

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If fewer than three years of historical billing data exist, staff may apply a reasonable alternative method based on available billing history, subject to the same conditions outlined above.

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All adjustments made under this provision shall be documented and subject to periodic review to ensure consistent application of the policy.

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D. Gas Consumption Charge:

- 1) The Consumption Charge (customer charge) shall be charged at the rate specified in the City's most current utility rate ordinance and billing shall be calculated in one hundred (100) cubic feet increments.
- 2) Gas Fuel Adjustment: reflects the fluctuating cost of natural gas as purchased monthly by the City for our gas utility customers.

Billed Amount / MCF (thousand cubic feet) / 1000 = adjustment amount

EXAMPLE: \$10,229.96 / 2620 / 1000 = 0.0039046

E. Electric Consumption Charge:

- 1) The Consumption Charge (customer charge) shall be charged at the rate specified in the Castroville Fee Ordinance and billing shall be calculated per kilowatt-hour (kwh) consumed.
- 2) Base Rate Charges: Each customer receiving electric service shall be billed for the following base rate charges as established by the City Council and set forth in the City's most current utility rate ordinance.
 - a. Customer charge, per meter.
 - b. Energy charge, per kWh, for all kWh.
 - c. Power Cost Recovery Factor (PCRF), which shall be calculated in accordance with the formula specified in the City's purchase power cost recovery factor clause, for all kWh.
- 3) Power Cost Recovery Factor (PCRF).
 - a. Application. The PCRF applies to all rate tariffs. This formula shall be used to calculate the monthly rate component PCRF.
 - b. PCRF Monthly Rate. The monthly PCRF shall consist of several components to be calculated as follows:

$$PCRF = \frac{PC * PCCF}{S}$$

- i. PC = Estimated monthly cost of power, including fuel expense, transmission charges, and ancillary charges for all customers.
 - ii. PCCF = Power Cost Correction Factor which is applicable to compensate for prior periods over or under collection of power costs due to the variance between actual power costs including fuel and revenues received from application of PCRF.
 - iii. S = Energy (kWh) estimated to be sold to customers.
- 4) Senior Residential Rate:
 - a. The *senior residential service rate* is available in the electric service area of the City, under standards, terms, and policies prescribed by the City.
 - b. Each customer receiving electric service under this rate classification shall receive a senior citizen discount as designated in the City's most current utility rate ordinance.
 - c. To be eligible for the senior citizen discount, the account holder must be able to demonstrate, according to the standard terms, and policies of the City, that they are 65 or older.
- F. Solid Waste Charge:

The solid waste collection charge shall be charged at the rate specified in the Castroville Fee Ordinance and billing shall be calculated based on the container size.
- G. Miscellaneous Fees:

Other miscellaneous fees, including but not limited to the EAA fee, water acquisition fee, hazardous household waste and drainage utility fee, shall be charged at the rate specified in the Castroville Fee Ordinance and billed accordingly
- H. Posting of Payments:

All payments shall be posted against previous balances prior to posting against current charges.
- I. Meter Readings:

The City has established the 27th day of each month as the date for meter read data to be pulled for monthly billing. *The Billing Period* will be from the 28th day of the previous month to the 27th day of the current month.

Meters requiring manual reads will be read on the five business days prior to the 27th. Any meter requiring re-read, will be read on any of the five business days following the 27th.

The City will randomly audit meters to ensure accuracy, operational functionality and system alerts. The City must have access to our meters at all times. When City staff is unable to gain access to a property to read or audit a meter, a note will be left at the location requesting access and a second attempt made. If after the second attempt the City is still unable to gain access to read a meter, utility billing staff will estimate the monthly consumption and bill accordingly. If after two consecutive attempts the City is unable to obtain access to the meters for reading the location is subject to disconnection.
- J. Transfer of Existing Accounts and Deposits:

In the event of the death of a spouse or divorce, the account and deposits associated with the account may be transferred without a new deposit. In the event of a spouse's death, a copy of the death certificate will allow for transfer to the surviving spouse. In the event of a divorce, the divorce decree denoting the ownership of said location to the individual will allow for transfer. In the event of a death of the property owner where the property goes to an estate, the account is not subject to transfer. Executor of Estate or legal next-of-kin shall have 90 days to transfer the account to the estate or become subject to disconnection of services.

15. Due Date, Delinquent Bills, and Service Disconnection Date:

All monthly-incurred charges are billed on the 10th day of the month following the month of usage. Bills are due on the 25th day of each month by 5 PM unless the 25th falls on a weekend or holiday, then the due date will be **next business day**. All payments received after 5 PM on the 25th day of the month will incur a late charge of 10% of the total amount due. Late fees are assessed at 8 AM on the first business day following the 25th of each month. When payments are not received by the 25th day of the month they are due, a notice of discontinuance of service will be mailed or emailed to the account holder stating that the service will be disconnected if payment is not received within 10 days. If payment is not received by 5 PM on the 10th day, service will be disconnected at 8 AM on the following day and a disconnect fee assessed. The City reserves the right to assess a reconnect fee per utility based on the payment history associated with the account subject to disconnect for nonpayment once an account has been designated for disconnection.

16. Deferred Payment Agreement:

The City may offer a deferred payment plan to a Customer/Consumer who cannot pay an outstanding balance in full and is willing to pay the balance in reasonable installations as determined by the City including any late penalty fees as determined per agreement.

17. Rules for Disconnection of Service: A. Disconnection with notice:

Utility service may be disconnected for any of the following reasons after proper notification has been given.

i). Returned Payment.

The City shall mail, via the U. S. Postal Service, a notice requiring redemption of the returned instrument within ten (10) days of the date of the notice to be made in the City's office. Redemption of the returned instrument shall be made by cash, money order, or certified check, or credit card. Failure to meet these terms shall initiate disconnection of service. Any such instruments returned as insufficient or non-negotiable for any reason for any two billing periods within a twelve (12) month period shall be considered evidence of bad credit risk by

the City. The Customer/Consumer in violation shall be placed on a "cash-only" basis for a period of twelve (12) months. ("Cash only" means cash, money order, or certified check). ii). Delinquent Account:

Failure to pay a delinquent account for utility service or failure to comply with the terms of a deferred payment agreement.

iii). Rules Violations:

Violation of the City's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non-standard equipment if a reasonable attempt has been made to notify the Customer and the Customer is provided with a reasonable opportunity to remedy the situation.

iv). Terms of Contract:

Failure of the Customer to comply with the terms of the City's Service Agreement, Policies, and Ordinances provided that the City has given notice of said failure to comply, and the Customer has failed to comply within a specified amount of time after notification. v). Meter Access:

Failure to provide access to the meter under the terms of this Policy or to property at which utility service is received when there is reason to believe that a hazardous condition or Policy violation exists for which access is necessary for verification.

vi). Misrepresentation:

Misrepresentation by any Applicant of any fact on any form, document, or other agreement required to be executed by the City.

vii). Re-Application:

Failure of the Customers to re-apply for service upon notification by the City that Customer no longer meets the terms of the service classification originally applied for under the original service application.

B. Disconnection Without Notice:

Utility services may be disconnected without notice for any of the following reasons. i).

Hazardous Conditions:

A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the conditions exists, including but not limited to a violation of the Texas Sanitation and Health Protection Law, or there is reason to believe a dangerous or hazardous condition exists and the Customer refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition.

ii). Unauthorized Connection:

Service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for nonpayment.

iii). Tampering with Meter:

In instances of tampering with the City's meters or equipment, by-passing the meters or equipment, or other diversion of service.

NOTE: Where reasonable, given the nature of the reason for disconnection, a written statement providing notice of disconnection and the reason, shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.

C. Disconnection Prohibited:

Utility service may not be disconnected for any of the following reasons.

- i). Failure of the Customer to pay for merchandise or charges for non-utility service provided by the City unless an agreement exists between the Applicant and the City whereby the Customer guarantees payment of non-utility service as a condition of service.
- ii). Failure of the Customer to pay for a different type or class of utility service unless a fee for such service is included in monthly charges.
- iii). Failure of the Customer to pay charges arising from an under billing occurring due to any misapplication of rates more than six (6) months prior to the current billing. iv). Failure of the Customer to pay the account of another Customer as guarantor thereof unless the City has in writing the guarantee as a condition precedent to service.
- v). Failure of the Customer to pay charges arising from an under-billing due to any faulty metering unless this meter has been tampered with or unless such under-billing charges are due under the Inoperative Meters Subsection E of this Policy.
- vi). In response to a request for disconnection by an Owner/Customer of rental property where the renter/lessee/user account is not scheduled for disconnection under the Rules for Disconnection of Service in this Statement of Policy.

D. Disconnection On Holidays and Weekends:

Unless a dangerous condition exists or the Customer requests disconnection, service shall not be disconnected on a day, or on a day preceding a day when personnel of the City are not available to the public for the purpose of making collections and reconnecting service.

E. Disconnection Due to Utility Abandonment:

The City may not abandon a Customer or a Certificated Service Area without written notice to its Customers and all similar neighboring utilities and approval from the Texas Commission on Environmental Quality.

F. Disconnection for Critical Care and Chronic Condition Residential Customers:

The City may not discontinue service to a delinquent residential Customer permanently residing in an individually metered dwelling unit when the Customer establishes that discontinuance of service will

result in some person at that residence becoming seriously ill or more seriously ill if service is disconnected. Each time a Customer seeks to avoid termination of service under this sub-section, the Customer must have the attending physician call or contact the City within fifteen (15) days of incurring charges. A written statement must be received by the City from the physician within ten (10) days of the due date of the incurred charges. The prohibition against service disconnection of a Critical Care Residential Customer provided by this subsection shall last 63 days from the issuance of the bill or a shorter period agreed upon by the city and the customer, secondary contact or attending physicians. The Customer shall enter into a Deferred Payment Agreement.

G. Disconnection During Extreme Weather:

The City will not disconnect services to residential customers during an extreme weather emergency. Extreme weather emergencies defined as a period when:

- i) The previous day's highest temperature did not exceed 32 degrees Fahrenheit, and the temperature is predicted to remain at or below that level for the next 24 hours anywhere in the county, according to the nearest National Weather Service (NWS) reports; **OR**
- ii) The NWS issues a heat advisory for the county, or when such advisory has been issued on any one of the preceding calendar days in the county.

Residential customers whose residential bill is due and unpaid during an extreme weather emergency must make arrangements for the payment of the past due bill.

H. Disconnection of Temporary Service:

When an Applicant with a temporary service fails to comply with the conditions stated in the Service Application and Agreement Form or other rules of this Statement of Policy, service may be terminated with notice.

I. Reconnection of Service:

Upon a customer's satisfactory correction of the reasons for disconnection, the City shall reconnect the customer's service based on the following timelines:

- i) Payments made between 8:00 AM and 3:00 PM on a business day, - services will be reconnected same day
- ii) Payments made after 3:00 PM - services will be reconnected by 8:30 AM on the next business day.
- iii) For payments made on a weekend or a holiday, services will be reconnected by 8:30 AM on the next business day.

18. Billing Cycle Changes:

The City of Castroville has one billing cycle. The City reserves the right to change its billing cycles if the workload or other pertinent factors requires such a practice.

19. Back Billing:

The City may back-bill a Customer for up to 180 days from the date of issuance of the bill for meter error, misapplied meter multiplier, incorrect meter readings, or error in computing a Customer's bill. The City may back-bill a customer for the amount under-billed beyond the timelines provided if the under-billing is found to be a result of meter tampering by the customer. Failure to pay within a reasonable time will result in disconnection of service.

20. Disputed Bill:

In the event of a dispute between the Customer and the City regarding any bill, the City will investigate as shall be required by the particular case and report the results in writing thereof to the Customer. All disputes under this subsection must be submitted to the City, in writing, no more than 60 days from the original due date of the disputed bill.

21. Leak Forgiveness Policy

Customers may request a leak forgiveness adjustment to their bill. Leak forgiveness adjustments are allowed once every 12 months.

The customer shall submit a written request to the Public Works Director along with a receipt indicating the leak was repaired. The request shall include the following information: when the leak was discovered, copies of repair receipt(s), the type of leak (toilet, faucet, irrigation/sprinkler system, slab leak, or line leak) and date repair completed.

As part of the investigation, the City will review the customer's consumption for the prior three months and these will be averaged to obtain the customer's as expected usage. This will be subtracted from the total disputed usage relating to the leak to determine the likely amount of water leak. The difference will be split so that the customer will be responsible for 50% of the determined water leak.

LINK TO LEAK FORGIVENESS APPLICATION:

<https://www.castrovilletx.gov/DocumentCenter/View/3737/Customer-Leak-Forgiveness-Request>

22. Inoperative Meters:

Meters found inoperative will be replaced within a reasonable time. If a meter is found not to register for any period, unless by-passed or tampered with, the City shall make a charge for units used, but not metered, for a period not to exceed three (3) months, based on accounts usage under similar conditions during the period preceding or subsequent thereto or during corresponding periods in previous years.

23. Bill Adjustments Due to Meter Error:

The City shall test any Customer's meter upon written request of the Customer. In the event the meter tests within the accuracy standards of the American Water Works Association, American Public Power Association and/or American Public Gas Association, a test fee as prescribed in Section E of

this Policy shall be imposed. In the event, the test results indicate the meter is faulty or inaccurate, the test fee shall be waived. The meter shall be calibrated or replaced, and a billing adjustment may be made as far back as six (6) months but not to extend beyond the current Customer. The charges adjustment shall be made to the degree of the meter's inaccuracy as determined by the test. The Customer shall complete a Meter Test Request Form prior to the test.

24. Tampering/Diversion/Defacement of City Property

A. Violation:

Any and every instance of tampering, bypassing and/or diversion, as defined in subsection B below, constitutes a separate violation and breach of the City's rules and regulations as established by the City's Statement of Policy.

- i). Disconnecting a meter owned or operated by the City, or causing or allowing any meter owned or operated by the City to be disconnected
- ii). Removing or causing or allowing the removal of a locking or shut-off device used by the City to discontinue service

B. Definition:

For purposes of this section and all other sections of the City's Statement of Policy, the phrase "meter tampering, bypassing and/or diversion" and the phrase "tampering, bypassing, diversion, and/or defacement" shall each be defined as knowingly or intentionally performing any of the following acts or causing or allowing another person to perform any of the following acts:

- i. Physically disorienting, or causing or allowing the physical disorienting of, any meter
- ii. Attaching, or causing or allowing the attachment of, objects to a meter to divert service or to bypass the City's service equipment
- iii. Inserting objects into a meter
- iv. Implementing any electrical and/or mechanical means resulting in the alteration or modification of the City's service equipment, the bypass of the City's service equipment, or the diversion of service in any manner
- v. Tapping onto or connecting to any pipeline owned or operated by the City, or causing or allowing another person to tap onto or connect any pipeline owned or operated by the City

- vi. Altering, changing, defacing, damaging, removing, interfering with, opening, or closing any meter or other property or equipment owned or controlled by the City
- vii. Marring or defacing any building, equipment, or other property owned or operated by the City
 - viii. Damaging, removing, destroying or interfering with any fence, gate, or other enclosure owned or controlled by the City, or damaging, removing, destroying, or interfering with any sign or emblem on any structure or equipment owned or operated by the City; or
- ix. Defacing, writing or marking, cutting, printing, stamping, indenting or displaying any word, sentence, symbol or figure on property owned or operated by the City.

C. Defense.

A person does not violate the City rules if:

- i. The act of tampering, bypassing and/or diversion is conducted by a City employee authorized to perform the activity
- ii. The City acting by and through its City Council or its officers or employees grants permission to the person to conduct the activity
- iii. The person conducts the activity to prevent the waste of water.

D. Disconnection, Fees and Charges:

Any and every instance of tampering, bypassing, diversion, and/or defacement may result in the disconnection of service and the subsequent denial of service. In the event that service is disconnected due to an incident of tampering, bypassing, diversion, or defacement all applicable fees, penalties and related expenses must be paid, in full, prior to reconnection of service. Such fees, penalties and expenses shall include, but not be limited to, unpaid utility charges, reconnect fee, equipment damage fee and all out-of-pocket expenses incurred by the City in connection with the incident.

E. Civil Penalty:

In addition, for each and every instance of tampering, bypassing, diversion, and/or defacement the City may impose a civil penalty in an amount authorized by State Law. Any and every civil penalty imposed by the City may be enforced by a complaint filed in an appropriate court of jurisdiction. In the event that the City prevails in a suit to enforce one or more civil penalties, the City shall be entitled to recover reasonable fees for attorneys, expert witnesses, and any and all other costs incurred by the City in prosecution of the suit.

F. Evidence:

The City shall bear the burden of proof in support of any action taken by the City in connection with tampering, bypassing, diversion, or defacement. Photographic evidence or any other reliable and credible evidence may be used by the City to satisfy its burden of proof. In every instance in which action is taken by the City in connection with tampering, bypassing, diversion, or defacement, evidence used by the City to satisfy its burden of proof shall be accompanied by an affidavit sworn to by a member of the City's staff. A court finding of tampering, bypassing, diversion, and/or defacement may alone satisfy the City's burden of proof.

G. Prosecution:

Any and every instance of tampering, bypassing, diversion, and/or defacement shall be prosecuted to the fullest extent allowed by law under Texas Penal Code, as those laws are currently in effect or as amended or superseded from time to time.

H. Presumption:

Whenever the evidence shows the commission of any tampering, bypassing, diversion, and/or defacement as defined by this section, the City will presume, and the same will constitute prima facie (true and authentic) evidence of the fact, that the person who subscribed to utility service, as well as any person having the custody, control or management of the premises receiving utility service from the City is subscribed, had knowledge that the act or acts were performed and that such customer and

such other person having the custody, control or management of the premises committed such act or acts or caused or occasioned the commission of the act or acts.

I. **Responsibility:**

The term "person" as used in this section has the meaning provided by the general law and includes individuals and corporations of every sort. If a person commits a violation of this section as an agent of another person, both the agent and the principal are subject to the sanctions described in this section.

Note: If any court of competent jurisdiction rules that any portion of the Tampering, Diversion, and Defacement of Property Policy as set forth is invalid or unconstitutional, any such portion shall be deemed a separate, distinct, and independent provision and any such ruling shall not affect the validity of the remaining portions thereof.

25. Meter Relocation:

Relocation of service shall be allowed by the City provided that:

- A. The Customer pays the cost of the relocation; and
- B. The desired meter location is on the same property as described on the deed to the property on which the meter is presently located.

26. Prohibition of Multiple Connections to a Single Water Tap:

The City's Policy, as per Texas Commission on Environmental Quality Rules and Regulations, specified in Chapters 290 and 291 of the Texas Administrative Code (30 TAC), states, "one meter is required for each residential, commercial, or industrial service connection." The connection of an additional residential, commercial, or industrial service to an existing connection that is currently in service is in violation of the City's Policy. Any unauthorized sub-metering or diversion of service shall be considered a multiple connection and subject to disconnection of service and subject to penalties and fines identified above in paragraph 24 of this section.

- A. The Customer of Record found to be in violation of this policy will be notified in writing and will have ten (10) days from the date of the letter of notification of violation, to either permanently disconnect the second dwelling or complete the procedures described below, to secure additional needed connection(s).
The Steps Necessary to Secure a Connection are:
 - 1) The property owner must complete and sign a Service Application and Agreement. 2)
All required connection costs must be paid.
 - 3) Any additional costs to provide service to the property in question, such as line extensions and/or road crossings must be paid.
- B. During the time period of notification of violation of double hookup policy and the time new service is completed, the violator (Customer of Record) will be required to pay the current minimum monthly payment for each additional dwelling plus pay for all usage registered on the existing meters and any applicable service fees.

27. Customer Responsibility:

- A. **Access:**
The Customer shall provide access to all meters as per the service agreement. If access to the meters is hindered or denied, preventing the reading, checking or repair of the meters, a notice shall be sent to the effect that access could not be gained. If access is denied for two (2) consecutive attempts after proper notification to the Customer, then service shall be discontinued, and the meters removed with no further notice.
- B. **Compliance:**
The Customer shall be responsible for compliance with all utility, local, and state codes, requirements, and regulations.

All water connections shall be designed to ensure against back-flow or siphonage into the City's water supply.

- C. Multiple Account:
A Customer having more than one deposit shall keep all payments current on all accounts. Failure to maintain current status on all accounts shall be enforceable as per Service Application and Agreement executed by the Customer.
- D. Ownership and Maintenance:
The City's ownership and maintenance responsibility of the utility system and metering equipment shall end at the meter or the service equipment. Therefore, all utility usage registering upon and/or damages occurring to the metering equipment owned and maintained by the City shall be subject to charges as determined by the City's Statement of Policy as amended from time to time by the City Council.
- E. Cut-Off Valve:
The City shall require each Customer to have a cut-off valve on the Customer's side of the meter for water and a means of disconnect at the meter for electric service in accordance with the National Electric Code for purposes of isolating the Customers service facilities from the City's Utility System. The Customer's use of the City's curb-stop or other similar valve for the purpose of controlling the flow of water is prohibited. Any damage to the City's equipment shall be subject to service charges. Replacement of this valve, as needed, is the responsibility of the Customer.
- F. Utility Service Repairs
The Homeowner is responsible for all repairs to utilities on their side of the meter. If the repairs are outside the home, then a permit is required for inspections. **Work NOT done by the homeowner** must be done by appropriate contractor that is licensed by the State of Texas (electrical, plumbing, or mechanical). The homeowner must complete the form "Homeowner Acting as Contractor Affidavit." Also, all contractors working within the city are required to be registered with the city (no fee to be registered)

SECTION E – SERVICE FEES

All Fees associated with Utility Service are subject to change by the Castroville City Council to meet the financial needs of the Castroville Utility System.

1. New Service Installation Fee

- A. All installation fees for residential accounts may be adjusted in accordance with the cost of installing the service. Additional distance charges shall apply for services that exceed 100' in length. Distance charges shall be equal to the actual cost of installation. The installation fee may be reduced in a subdivision that has provided water and/or wastewater taps to each residential lot as part of the original subdivision construction.
- B. Commercial accounts shall be assessed installation fees based on the actual cost of providing service including metering equipment above the equipment required for standard residential service. The minimum commercial installation fee shall not be less than the standard installation fee for residential accounts.
- C. The New Service Installation Fee shall be charged at the rate specified in the Castroville Comprehensive Fee Ordinance.

2. Impact Fees

Residential Impact Fees are based on a standard 5/8-inch water meter service. Increased fees are due based on a multiplier assigned to the size of the water meter required to provide service. The Impact Fees shall be charged at the rate specified in the Castroville Comprehensive Fee Schedule.

3. Deposit

All Utility Service Deposits are held by the City in a restricted account as long as the account is considered active. Deposits shall be refunded to the account holder upon termination of service minus the amount of the outstanding final bill.

4. Reconnect Fee

- A. A Reconnect Fee shall be due when utility service is disconnected for nonpayment. The fee shall be paid in full in addition to the past due amount before the service is reconnected unless otherwise stated in these policies.
- B. The City reserves the right to assess a reconnect fee per utility based on the payment history associated with the account subject to disconnect for nonpayment once an account has been dispatched for disconnection.

5. Meter Re-read Fee

- A. Customers that request their meter to be re-read shall be assessed a per meter re-read fee to be included in the next billing cycle if the meter reading is found to be accurate and the consumption levels indicated are within the historic consumption levels for the account in question. The reread fee shall be waived if the meter reading is found to be in error. Billing records will be adjusted immediately if the meter is found to have been read in error causing an overcharge to the Customer.
- B. Requests to check the calibration of a meter shall be directed to the Director of Public Works for consideration and appropriate action. A Customer requesting a calibration check shall be responsible for the cost associated with providing this service.
 - i) A third party qualified to calibrate utility meters shall be used for this service. A replacement meter will be installed to properly account for consumption during the testing / calibration time.
 - ii) If the meter(s) in question is found to be within acceptable calibration in accordance with American Water Works Association, American Public Power Association and American Public Gas Association Standards, the Customer will be assessed the cost of replacing the meter(s) at the hourly rate for labor listed in the Castroville Fee Ordinance plus the cost of the meter and associated materials.
 - iii) If the meter is found to be outside the established accuracy standards and has registered consumption rates in favor of the City, the Customer's account will be immediately credited for the amount of usage billed based on the percentage of inaccuracies found and the Customer will not be charged for this service.



Agenda Report

Agenda of: June 24, 2025

Department: Administration

Subject: Authorize the Mayor to sign a contract for solid waste services with South Texas Refuse Disposal (STRD) with a commencement date of October 01, 2025.

Recommended Motion: I authorize the Mayor to sign the contract with STRD as proposed.

Background: At the conclusion of the existing contract with Waste Management on September 30, 2025, the City will transition to STRD for solid waste services, following Council’s selection of STRD as the preferred vendor earlier this year.

Key steps already completed:

- Council approved STRD as the selected provider during a prior regular meeting.
- Staff successfully negotiated a delayed transition to align with the City’s fiscal year.
- The proposed contract has been updated as of June 16, 2025, to reflect all negotiated service terms and responsibilities.

KEY TERMS OF THE CONTRACT:

- **Start Date:** October 1, 2025
- **Term:** Five (5) years with optional extensions
- **Services Included:**
 - Weekly residential solid waste collection
 - Bulk waste pickup service
 - Commercial collection services
- **Transition Period:** Coordination activities are underway to ensure a smooth transition for customers and minimize disruption.
- **Customer Communication:** STRD will support outreach and educational materials ahead of service rollout.

Staff Recommendation

Staff recommends approval of the contract as presented and requests that Council authorize the Mayor to sign the agreement with STRD

Fiscal Impact: Potential modest increase in revenue for the solid waste utility. Final rate setting will be handled during the upcoming FY 2025-2026 budget process.

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

Source of Funding: N/A

Attachments: City-STRD Contract

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

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

Submitted by: R. Scott Dixon

STATE OF TEXAS §
 §
COUNTY OF MEDINA §

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS**

This Solid Waste Collection and Disposal Services Contract and Municipal Franchise Agreement (the "Contract") is made by and between the City of Castroville, Texas (the "City") and South Texas Refuse Disposal, Inc. (the "Contractor"), sometimes collectively referred to as the Parties, acting by and through their respective authorized officers.

RECITALS

WHEREAS, the City Council of the City of Castroville ("City Council") has determined that it would be in the best interest of the citizens and businesses of the City and would promote the health, safety, and general welfare of the inhabitants of said City to execute a Contract with South Texas Refuse Disposal, Inc. to provide for the collection, removal, and disposal of solid waste in the City; and

WHEREAS, the City Council of the City of Castroville has determined that this Contract is necessary to preserve and protect the public health of the citizens of the City.

NOW, THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth and for other good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Contractor agree as follows:

I.
TERM

Term of Contract. The initial term of this contract will be five (5) years beginning October 1, 2025 and terminating on September 30, 2030; provided, however, this Contract shall be automatically extended for successive five (5) year terms unless either party gives the other party written notice of termination at least one hundred and twenty (120) days prior to the end of the then active five (5) year term.

The Schedule of Rates, attached hereto as "Exhibit A" and referenced hereafter, shall not be amended or subject to Consumer Price Index adjustments for a period of twelve (12) months from the effective date of this Contract. Thereafter, the Schedule of Rates shall be subject to such adjustments referenced within Section Thirteen (XIII) of this Contract.

II.
GRANT OF AUTHORITY

The City hereby grants to the Service Provider, in accordance with the City’s ordinances and regulations governing the collection, hauling, recycling and disposal of Municipal Solid Waste and Recyclable Materials, the exclusive franchise, license and privilege to collect, haul and recycle or dispose of Municipal Solid Waste and Recyclable Materials over, upon, along and across the City’s present and future streets, alleys, bridges and public properties, within the City’s corporate limits.

III.
COMPLIANCE WITH LAWS AND ORDINANCES

The Contractor shall, at all times during the terms of this Contract, be subject to all such reasonable regulations as the City may hereafter prescribe. In addition, Contractor shall observe all State and Federal laws, rules, and regulations relevant to the collection, removal, and disposal of solid waste.

IV. DEFINITIONS

The following definitions shall apply with respect to this Contract:

- a. Bag: Plastic sack with sufficient strength to maintain physical integrity when lifted by the top of the bag and designed to transport solid waste. Total weight of a bag shall not exceed thirty-five pounds (35 lbs.) when filled.
- b. Brush Items: Solid waste comprised of undergrowth, small trees, and shrubs personally cut/ trimmed by the owner of the same parcel and placed curbside for regularly scheduled brush item pickup. Brush items cut / trimmed by a commercial or private contractor shall be removed from the parcel by the commercial or private contractor and will not be picked up by the solid waste Contractor during brush item pickup.
- c. Bulky Items and White Goods: Solid waste comprised of large household items, including, but not limited to, stoves, refrigerators, water tanks, washing machines, discarded bathroom fixtures, furniture, mattresses, television sets, and other household items that cannot be handled by normal solid waste processing, collection, or disposal methods. The terms do not include construction or remodeling debris in excess of fifty pounds (50 lbs.), plant materials, rocks, dirt, dead animals, brush items, hazardous, special, or infectious waste, tires, car batteries, or stable matter.
- d. Bundle: Plant trimmings and newspaper, and magazine stacks securely tied together forming an easily handled package not exceeding four feet (4') in length and weighing no more than thirty-five pounds (35 lbs.) per bundle.
- e. Commercial: A third-party entity that is of, connected with, or engaged in commerce and in the business of or contracted to perform services for or sell goods to a separate and distinct individual or business.
- f. Commercial and Industrial Units: A commercial or industrial structure or parcel being used for commercial purposes within the corporate limits of the City. A commercial or industrial unit shall be deemed to be occupied and require solid waste collection and disposal services when the unit or occupant is engaging in commercial activity and domestic water, or electric services are being supplied thereto.

- g. Commercial Container: A ninety-six (96) gallon plastic receptacle or metal container with a capacity of two (2), three (3), four (4), six (6), or eight (8) cubic yards designed for use by commercial and industrial units that is to be lifted and emptied mechanically for use by commercial and industrial units. A roll-off container is considered a commercial container that is loaded onto a winch truck and not exceeding forty (40) cubic yards in volume. Although primarily used by commercial and industrial units, a roll-off container may be used by a residential unit, as well, to enable the removal of construction debris, brush, et cetera.
- h. Commercial Hand-Load Customer: A hand-load service provided to less intensive commercial and industrial units or customers that consists of the same curbside services supplied to residential units by the Contractor.
- i. Construction and Remodeling Debris: Waste building materials, including, but not limited to, rocks, fencing, concrete or cinder blocks, bricks, and lumber resulting from construction, remodeling, repair, or demolition operations.
- j. Container: A receptacle with a capacity of greater than twenty gallons (20 gal.) but less than thirty-five gallons (35 gal.) constructed of plastic, metal, or fiberglass having handles of adequate strength for lifting and having a tight-fitting lid. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of the container, including its contents, shall not exceed thirty-five pounds (35 lbs.).
- k. Curbside: That portion of the public right-of-way adjacent to paved or traveled municipal roadways, with or without curbing, and extending to the front property line.
- l. Dead Animals: An animal, or portion thereof, that has expired from any cause.
- m. Disposal Site: Any facility or area of land receiving Municipal and Solid Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas. Includes Sanitary landfills permitted or approved by all jurisdiction and requiring such licensed, franchises, permits or approvals to receive for processing or final disposal municipal solid waste and dead animals.
- n. Garbage: Every accumulation of waste (animal, vegetable, and/ or other matter) that results from packing, canning, storage, transportation, decay, or

decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter, including, but not limited to, used tins, cans, and other food containers and all putrescible or easily decomposable waste and animal or vegetable matter which is likely to attract flies or rodents.

- o. Hazardous Waste : Hazardous Waste means waste defined as, or of a character or in sufficient quantity to be defined as, a Hazardous Waste by the Resource Conservation and Recovery Act, as amended, or by Texas law with respect thereto, or a “toxic substance” as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term “Hazardous Waste” also includes any waste whose storage, treatment, incineration, or disposal requires a special license or permit from a Federal or Texas entity, body or agency.
- p. Infectious Waste: Hazardous waste with infectious characteristics, including, but not limited to, contaminated animal waste, human blood and blood products, isolation waste, pathological waste, and discarded sharps/ needles.
- q. Out-Of-Cycle Service: Brush item, bulky item, and white good collection and disposal services requested by a residential, commercial, or industrial unit and collected by the Contractor out of the ordinary schedule and within five (5) business days of payment by the unit to the Contractor.
- r. Producer: An occupant of a residential, commercial, or industrial unit that generates solid waste.
- s. Recyclable Material: The following constitutes recyclable materials within the City:
 - i. Paper: Goods made of paper, such as circulars, catalogs, carbonless paper, dry goods packaging without liners, envelopes, file folders, flattened cardboard, junk mail, magazines, newspapers, office paper, paperback books, paper bags, paper towel / toilet paper cores, and non-metallic gift wrap. Phone books and wet or yellowed paper are not included in the definition of paper goods.
 - ii. Glass Bottles and Jars: Beverage bottles, food and condiment bottles, and jars made of glass with lids removed and bottles and jars rinsed clean. Mirrors, windows, ceramics, or other glass or glazed materials are not included in the definition of glass

bottles and jars. iii. Metal Cans: Aluminum, steel, and tin beverage and food cans rinsed clean,

rinsed baking tins, and empty aerosol cans with nozzles removed. iv. Plastics: Goods made of plastic and labeled No. 1 through No. 7 with all lids removed and bottles rinsed. Examples include beverage bottles, shampoo and lotion bottles, meat trays, condiment bottles, prescription and medicine bottles with labels removed, and bundled plastic grocery bags.

During the term of this Contract, the City reserves the right to add or delete items approved for recycling.

- t. Recycling Container: A container made of rigid plastic and having a minimum capacity of eighteen gallons (18 gal.) that is provided to residential, commercial, or industrial units by the Contractor. Total weight should not exceed thirty-five (35) pounds when full.
- u. Refuse: Cans, bottles, rags, dry waste, paper, kitchen and household waste, food containers, lawn trimmings, leaves, and other materials typically generated by a residential, commercial, or industrial unit.
- v. Residential Refuse Toter - A container made of rigid plastic and having a maximum capacity of not more than ninety-six (96) gallons that is provided to residential, commercial, or industrial units by the Contractor. Total weight should not exceed seventy-five (75) pounds when full. The toters furnished by the contractor hereunder shall remain the property of the contractor, and the customer will have no interest in carts. The carts shall remain at the location of the residential unit where delivered by contractor. The customer shall be responsible for all loss or damage to toters, except for normal wear and tear or for loss or damage resulting from the contractors' handling of equipment. Any cart removed from a resident shall be deemed lost and the contractor shall be entitled to compensation by the city therefore. The customer shall not overload (by weight or volume) a toter and shall use the toter only for its proper and intended purpose. Additional carts are available for residential customers at an additional charge to be paid by customer.
- w. Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of people comprising not more than two families. A residential unit shall be deemed occupied when domestic water or electric services are being supplied thereto, with the exception that an unoccupied

home placed on the market for sale shall not be deemed occupied. A condominium or townhome dwelling, whether single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a residential unit; however, each single family dwelling within any such residential unit shall be provided a container and separately billed a pro rata share of the standard residential unit fee located on the Schedule of Rates approved by the City.

- x. Residential Unit Solid Waste: Residential unit solid waste shall be considered, for purposes of this Contract, a collective term comprised of garbage, refuse, stable matter, rubbish, and dead animals. Additionally, commercial hand-load customers shall be considered a part of residential unit solid waste service defined in this Contract.
- y. Roll-Off Containers: See "commercial container".
- z. Rubbish: All other waste materials not included in the definitions of bulky items, white goods, construction and remodeling debris, dead animals, garbage, hazardous waste, refuse, brush items, or stable matter. Rubbish excludes tires and car batteries.
- aa. Solid Waste: As defined by the EPA under 40 C.F.R. 261.2 (a)(1), or by the State of Texas under the Texas Health and Safety Code Chapter 363 Municipal Solid Waste Section 363.004 (19) whether such waste is mixed with or constitutes Recyclable Materials.
- bb. Special Waste: Solid waste that poses particular management and / or disposal problems and requires special care, such as used oil, tires, end-of life vehicles, batteries, and some electronic goods.
- cc. Stable Matter: All manure and other fecal waste matter and stable bedding normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- dd. TCEQ: Texas Commission on Environmental Quality.
- ee. Units: Unless explicitly specified differently in the Contract, the term shall collectively include residential, commercial, and industrial units; occupants; or users.
- ff. Unusual Accumulations: As to Residential units, any waste placed curbside for collection in excess of the volumes permitted by this agreement and as to commercial or industrial units, any waste located outside the dumpster, roll off box or compactor regularly used for such collection service.

V.
PARTICIPATION IN SERVICE

Except as provided for elsewhere in this Contract, each residential, commercial, or industrial unit shall utilize the solid waste disposal services provided by the Contractor. Failure to utilize such disposal services does not negate the charges for the services, nor does it relieve the unit of the responsibility to pay said charges. Units producing a volume of construction debris which requires a City Permit shall utilize the disposal services provided by the Contractor.

VI.
INDEMNIFICATION AND LIABILITY

THE CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND SERVANTS, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, CAUSES OF ACTION, LIABILITIES, AND SUITS OF ANY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY OR DEATH AND PROPERTY DAMAGE MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO THE CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF THE CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, OR SUBCONTRACTOR OF THE CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS AND DUTIES UNDER THIS CONTRACT, ALL WITHOUT, HOWEVER, WAIVING GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER STATE LAW AND WITHOUT WAIVING ANY DEFENSE OF THE PARTIES UNDER STATE LAW. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHEN SUCH COSTS, CLAIMS,

LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITIES, AND / OR SUITS ARISE IN PART FROM THE NEGLIGENCE OF THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES UNDER THIS CONTRACT. THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTED OR OTHERWISE, TO ANY PERSON OR ENTITY. CONTRACTOR SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR THE CONTRACTOR KNOWN TO THE CONTRACTOR RELATED TO OR ARISING OUT OF THE CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS CONTRACT OR PARAGRAPH.

IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY THE CONTRACTOR TO INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE. PROVIDED HOWEVER THAT SUCH INDEMNITY SHALL NOT APPLY WHERE THE LIABILITY IS THE RESULT OF THE CITY'S WILFUL, INTENTIONAL, OR GROSSLY NEGLIGENT CONDUCT.

CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN COST AND EXPENSE ON BEHALF OF AND IN THE NAME OF THE CITY, ANY CLAIMS OR LITIGATION BROUGHT AGAINST THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS, AND REPRESENTATIVES IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY AS SET FORTH ABOVE.

CONTRACTOR ASSUMES THE RESPONSIBILITY AND LIABILITY AND HEREBY AGREES TO INDEMNIFY THE CITY FROM ANY LIABILITY CAUSED BY THE CONTRACTOR'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, AND INDUSTRY STANDARDS.

VII.
INSURANCE AND LETTER OF CREDIT

The Contractor shall, at all times during the Contract term, maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability, and Property Damage insurances, as provided for herein. All insurances shall be made by insurers and for policy limits acceptable to the City and before the commencement of work hereunder. The Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurances have been procured and in force. The certificates shall contain the following express obligation:
"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in full force for the contract term. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice shall be given to the certificate holder."

For the purpose of the Contract, the Contractor or its parent corporation shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation Employer's Liability	Statutory Amount \$1,000,000.00 each occurrence
Commercial General Liability	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
Bodily Injury Liability (except Automobile)	\$1,000,000.00 each occurrence \$1,000,000.00 aggregate
Property Damage Liability (except Automobile)	\$1,000,000.00 each person \$1,000,000.00 each occurrence
Comprehensive Business Automobile Bodily Injury Liability	\$1,000,000.00 each occurrence \$1,000,000.00 aggregate
Business Auto Property Automobile Damage Liability	\$1,000,000.00 each occurrence
Personal & Advertising Injury Excess	\$1,000,000.00 each occurrence \$3,000,000.00 aggregate

The City shall be named as additional insured on all insurance coverages required to be maintained by the Contractor hereunder.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or Insurance Services Organization.
- c. All endorsements and insurance coverages shall contain the requirements and instructions contained herein.
- d. The form of the notice of cancellation, termination, or change in coverage provisions shall be provided to the City of Castroville.
- e. Original endorsements affecting coverage requirements by this section shall be furnished with the certificates of insurance.
- f. City shall be provided with blanket waivers of subrogation on all required insurance policies.

Letter of Credit: Contractor must provide to the City an Irrevocable Standby Letter of Credit (“LOC”) in the amount of \$25,000.00 (“LOC”) no later than 90 days after the effective date of this contract. This LOC will guarantee completion of the contract in the event of a Contractor default. The LOC must have an expiration date of no less than 30 days beyond the end of the contract term. In the event that the bank will only issue the LOC for one-year terms, the Contractor must deliver to the City a replacement LOC at least 30 days prior to the expiration date of each and every LOC. The final LOC’s expiration date must be at least 30 days beyond the final end of the Contract term; failure to timely deliver any replacement LOC will be an event of default under this contract. The LOC: (i) must be issued by a bank acceptable to the City; (ii) must allow partial and multiple draws; (iii) must not require anything more than a written statement signed by the City Manager, acknowledged by a Texas notary public, that a condition of default exist under the contract for a draw and (iv) each form of which, must be approved by the City’s legal counsel. Failure of Contractor to comply with any provision of this section shall constitute a default by Contractor.

VIII.

LICENSES

The Contractor is required to obtain all Federal and State licenses and permits necessary to perform the services contained herein.

IX.
EQUIPMENT

- a. The Contractor shall maintain and operate the solid waste disposal system and its equipment in a manner that renders competent and efficient service, subject to the terms of this Contract. All equipment, including motor vehicles and trucks necessary for the performance of this Contract, shall, throughout the term of this Contract, be in good condition and repair. The trucks used in the collection of residential solid waste shall be constructed of metal, with completely enclosed “packer” type bodies that are designed and manufactured for the collection of residential solid waste. All vehicles shall be painted, numbered, and have the Contractor’s name and telephone number on each side of the vehicle in a size and type so as to be easily readable from a distance of a minimum of fifty feet (50').

- b. Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Contractor in connection with the Services, shall at all times remain the property of the Contractor. Contractor shall be responsible for maintaining all equipment in serviceable condition and will repair or replace its equipment as may be required for the performance of this agreement. If the Contractor experiences recurring problems of damage or destruction to or theft of the Containers provided by the Contractor pursuant to this Agreement, the Contractor may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers.

X.
SERVICES REQUIRED OF THE CONTRACTOR

Scope of Work. The work under this Contract shall consist of all solid waste collection and disposal services for residential, commercial, industrial, small business, and professional shop customers within the corporate limits of the City,

including supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with laws.

General Performance Standards. The Contractor shall provide, at a minimum, the following performance standards within the corporate limits of the Castroville, Texas:

- a. Toters shall be replaced within four (4) feet of customers' placement without obstructing traffic or damaging landscaping. Lids will be closed after servicing.
- b. Residential collection areas shall be free of litter larger than three (3) inches within a 10-foot radius of the toter. The Contractor will make every reasonable effort to leave behind no loose trash, which may fall in the streets or into customer's property. The Contractor will make every reasonable effort to keep neighborhoods free of litter from toters.
- c. The Contractor will make all reasonable efforts to collect waste regardless of barriers. (i.e. blocked streets) except when the safety and health of the Contractor employees or the public is placed in danger.
- d. The Contractor will make every effort to maintain a consistent route schedule.
- e. Unless personal or public safety concerns warrant, Contractor drivers are expressly forbidden to use their emergency brake to stop a moving Contractor vehicle.
- f. The Contractor shall not provide solid waste collection service on streets directly adjacent to school campuses one-half (1/2) hour before the beginning of, or one hour after dismissal on a scheduled school date.
- g. The Contractor will make every reasonable effort to use vehicles that do not leak oil, hydraulic fluid or other substances, or present an unhygienic or unsafe appearance. If there should be a leak from a truck, the Contractor will comply with all regulations to lawfully clean up the spill within 48 hours of notification.
- h. In the event of Contractor equipment breakdowns, Contractor will make every effort to notify the city and customers by telephone or door hangers if the service will be delayed or rescheduled for another pick-up day.

Residential Services. The Contractor shall provide, at a minimum, the following residential unit services within the corporate limits of the City of Castroville, Texas:

- a. Solid Waste: Contractor shall provide one (1) curbside/alley residential unit solid waste collection and disposal services per week for each residential unit located within the City of Castroville. Contractor shall provide one ninety-six (96) gallon waste Toter to each household at no cost to the resident.
- b. Recycling: Contractor shall provide one (1) curbside/alley residential unit recycling collection and disposal services per week for each residential unit located within the City of Castroville. Contractor shall provide one ninety-six (96) gallon Recycling Container to each household at no cost to the resident.
- c. Grass & Leaves: Contractor will furnish solid waste pickup of grass, leaves, tree trimmings and other similar residential yard-grown refuse on regular pickup days, provided the yard-grown refuse is bundled or placed in plastic bags. No more than a combination of five (5) bags in addition to the 96 gallon Toter will be collected.
- d. Brush & Bulk: *Brush* – Contractor shall collect curbside brush within 72 business hours of contact. Contractor agrees to collect up to but not exceeding eight (8) yards of Brush per unit. *Bulk* – Contractor agrees to collect up to, but not to exceed eight (8) yards of Bulky Waste once per month within 72 business hours of contact. Bulky/Brush Waste in excess of the above volumes, or any Construction Debris produced by a Commercial Service provider hired by a customer and generated and located at the residential unit may be billed separately.
- e. Hours of Operation: Solid waste collection and disposal services shall be provided between the hours of 6:00 AM. And 7:00 P.M. for curbside/alley residential unit solid waste collection and disposal services. All containers for curbside residential solid waste collection must be on the curbside by 6:00 AM. On the day scheduled for pickup.
- f. Collection Hours Near Schools: Contractor shall not provide solid waste collection service on streets directly adjacent to school campuses on half (1/2) hour before the beginning of school on a scheduled school date. Contractor shall also not provide solid waste collection on streets directly adjacent to

school campuses one (1) hour after dismissal of school on a scheduled school date.

- g. Public Notification: On the initial term of this Contract, before Contract is effective, Contractor is responsible for at least a sixty (60) day advanced public notification of the proposed service provider change out, any proposed route or schedule changes and other appropriate operational information.

Commercial And Industrial Services. The Contractor shall provide, at a minimum, the following commercial and industrial unit services within the corporate limits of the Castroville, Texas:

- a. The Contractor shall collect and dispose of municipal solid waste from commercial and industrial units that falls within the regulatory definition of municipal solid waste and is placed in requisite containers, as determined by the Contractor.
- b. The Contractor shall provide pricing for all commercial roll-off within the city limits of Castroville, Texas to be used for the collection and disposal of, including, but not limited to, construction and remodeling debris.
- c. Collection containers shall be provided by Contractor to Commercial and Industrial Units and/or multiple family dwellings requesting such containers. Contractor shall repair or replace damaged containers as needed. The customer is responsible for routine cleanliness of the containers.
- d. In the event Contractor cannot timely meet or fulfill the service requirements of a Commercial or Industrial user, the customer shall have the right to secure those services from another properly licensed refuse provider and contact the City and register a service performance complaint.

In the event that a residential, commercial, or industrial unit requires the collection and disposal of excessive or unusual items or requests services not contemplated by this Contract, such unit shall make arrangements with the Contractor for the collection and disposal of said items that are independent from

those regular or routine services contemplated under this Contract. The Contractor shall have no obligation whatsoever to collect Hazardous, Infectious, or Special Wastes.

Unless specified elsewhere in this Contract, construction and remodeling debris and other debris originating from commercial lot clearing and/or construction operations shall not be removed by the Contractor as a part of the regular solid waste, brush item, and white good / bulky item collection and disposal services, but rather, units shall make delivery and payment arrangements with the Contractor for the collection and disposal of said items utilizing a commercial container(s) in accordance with the Schedule of Rates attached hereto.

XI.
MUNICIPAL SERVICES REQUIRED OF THE CONTRACTOR

Regular scheduled solid waste collection and disposal services shall be provided to all municipal buildings, parks (excluding the transfer station), and facilities located in Castroville, Texas at no cost to the City (see Schedule of Rates in Exhibit A). Contractor shall provide City with four (4) 30-yard Roll-off Containers per year for City's use.

XII.
MISCELLANEOUS PROVISIONS

The following holidays may be observed by the Contractor, resulting in the discontinuance of solid waste collection and disposal services on said dates:

New Year's Day (January 1), Memorial Day (Last Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Thanksgiving Day (Last Thursday in November), Christmas Day (December 25).

Contractor may decide to observe any or all of the above holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to still provide collection service at least once per week, even if such adjustment requires an early weekday or Saturday pick-up. Contractor shall

notify the City of any proposed changes to solid waste collection routes and schedules during the holidays listed above within sixty (60) days from the proposed suspension date of service, which will be subject to the City's written approval.

The number of residential, commercial, or industrial units to be served by the Contractor may be increased or decreased by the City at any time.

In the event the Contractor, for any reason after being notified by the City by telephone or email, shall fail to respond, within three (3) business days, to any solid waste collection of qualified solid waste, the City, without further notice, may cause the same to be collected and disposed of and shall bill the Contractor for any charges incurred by the City; said charges shall not exceed the Schedule of Rates.

The Contractor shall submit to the City the proposed solid waste collection routes and schedules within sixty (60) days from the effective date of this Contract for the City's written approval. In the event the Contractor desires to change any routes or schedules, the Contractor shall give a minimum of sixty (60) days written notice to the City and to the units affected by such changes and which will subject to the City's written approval.

The Contractor shall notify the City a minimum of ten (10) business days before any scheduled delay in the regular solid waste collection schedule. Such notice shall include the Contractor's proposal for completing the delayed collection within a reasonable timeframe. Contractor shall adhere to the required notification and approval requirements regarding suspension of service during holidays referenced in this Section.

The Contractor shall maintain a website and an office or such other facilities by which it may be contacted Monday through Friday, excluding holidays, from 8:00 A.M. to 5:00 P.M.

XIII.

BILLING AND COLLECTION

Except as provided in Section XXI, City will pay the Contractor for solid waste collection services rendered and billed by the City at the rates set forth in Exhibit “A.”. City shall be responsible for all billing and collection matters. The City shall collect and remit all sales tax in accordance with applicable State Law.

Units shall be billed in accordance with the Schedule of Rates, attached hereto as Exhibit "A", plus applicable sales tax. The refuse collection charges provided in Schedule A shall include all collection, disposal, semi-annual bulky waste pickup, and related costs.

City shall remit payment to the Contractor by the twentieth (20th) day of the month. If the City becomes delinquent in the payment of undisputed services rendered for more than sixty (60) days, then such amounts incur a three percent (3%) late fee on the outstanding amount owed. Contractor will notify City in writing and request immediate and full payment, plus the three (3%) percent late fee.

Regularly scheduled garbage collection sufficient to avoid unhealthy or unsightly accumulation shall be provided to City facilities free of charge as outlined in Schedule B. Modifications to the Schedule B shall be agreed to in writing between the Contractor and the City.

Rates to be paid to the Contractor by the City shall be those in Schedule A attached hereto.

Appropriate sales tax will be added to the listed rates.

The scheduled rates on Schedule A will remain in effect for the first year of this Contract term. Thereafter, for any year of this Contract, a cost-of-living adjustment will be effective as follows:

The fees which may be charged by the Contractor for subsequent years after the initial one-year term Contract shall be adjusted upward to reflect changes in the cost

of operations, as reflected by fluctuations in the Consumer Price Index (U) for Urban Consumers, All U.S. City Average, All Items, as published by the U.S. Department of Labor Bureau of Labor Statistics. The Monthly Customer Service charge shall be subject to annual adjustment proportionate to any increases in the "CPI " as defined below) for Water, Sewer, and Trash Collection Services. Said increase each new Contract Year, beginning on January 1, is calculated by the yearly average CPI for the previous twelve (12) months as reported by the U.S. Department of Labor Bureau of Labor Statistics in October prior to the new Contract Year. Such yearly increases shall be limited to no less than 2% and no more than 5%.

- a. In the event the monthly average wholesale cost per gallon of fuel in Medina County, Texas exceeds \$5.25/gal. for thirty (30) consecutive days, then contractor may charge city an additional fuel cost for its actual costs in excess of the \$5.25/gal. average as a pass-through charge. Contractor shall cease its pass-through fuel charge after its monthly average cost per gallon in Medina County, Texas falls below the monthly average wholesale price of \$5.25/gal. for thirty (30) consecutive days. The additional fuel charge will not result in additional profits to Company, but rather allow Contractor to recover the additional cost of fuel not contemplated in the rates in Exhibit "A." Contractor agrees to use commercially reasonable efforts to enter wholesale and/or commercial fleet fuel agreements for vehicles used to provide the services under this Contract. Contractor agrees to provide City such documentation as may reasonably requested by City to support Contractor's requests for additional fuel costs.
- b. In addition to the above, the Contractor may adjust the Schedule of Rates at any time after giving sixty (60) days written notice to the City on the basis of unusual changes in the cost of operations. The Contractor shall also be entitled to "pass through" any actual taxes, fees, or other impositions made upon the Contractor by any governmental or regulatory entity by billing, on a pro-rata basis, all units directly for such costs to the extent the Contractor is affected or liable for them. During the term of this Contract, the City may cancel the Contract by giving the Contractor thirty (30) days written notice should the abovementioned increase(s) in rates be considered by the City, at its sole discretion, to be unreasonable.

XIV. **DISPOSAL OF SOLID WASTE**

Contractor shall have the responsibility of the disposal of all solid waste collected under this Contract and all of said materials shall be disposed of in compliance with the laws of the Federal Government and State of Texas and/or the rules, regulations and standards established by the Federal Government and the Texas Commission on Environmental Quality (TCEQ).

The Contractor shall be responsible for disposing of solid waste at a properly permitted landfill selected by the Contractor. The Contractor shall pay all landfill fees for solid waste hauled by the Contractor.

XV. **RESPONSIBILITIES OF THE CITY**

City will bill and collect from the Units as described in Section XIII.

City shall have the responsibility of notifying the Contractor within two (2) business days of any complaints received by the City regarding the Contractor's failure to collect solid waste or alleviate other concerns.

City shall notify Contractor on a weekly basis of any additions or deletions to the list of Units from whom collections are to be made.

XVI. **RESPONSIBILITIES OF THE UNIT**

Each container, bag, bundle, or other solid waste container must be placed at a curbside/alley location for collection on a scheduled collection day by 6:00 A.M. Containers, bags, and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags, and bundles shall be placed as close as practicable to a vehicular access point for the

solid waste collection vehicle to enter and exit. The Contractor may decline to collect any container, bag, or bundle that is not placed correctly along the curbside, or any solid waste containerized incorrectly.

XVII.
{SECTION RESERVED}

XVIII.
LEGAL PROVISIONS

In the event the collection and disposal of solid waste is interrupted for any reason for more than forty-eight (48) hours as a sole result of a willful or negligent act of the Contractor, the City shall have the right to make alternate arrangements for the collection and disposal of municipal solid waste in order to provide for and protect the public health and safety. The Contractor shall reimburse the City within seven (7) business days of municipal payment for services for all costs associated with the City providing alternate solid waste collection and disposal services. If the service interruption is the result of the occurrence of hazardous conditions, as reasonably determined by the Contractor, an exception to this Section will be made by the City. In such instances, a report will be made to the City, and service shall resume when the hazardous condition is rectified.

XIX.
RECORDS AND REPORTS

The City shall have access during regular business hours and, upon reasonable advance notice, to all of the Contractor's records, customer service cards, and all papers relating to the operation of the Contractor within the City of Castroville. Upon request, the Contractor shall furnish to the City, reports of the results of all complaints and investigations received from the public and actions taken by the Contractor.

The Contractor shall maintain books and financial records in accordance with generally accepted accounting principles. The City shall have the authority to audit,

examine, and make excerpts or transcripts from the books and records during the Contractor's regular business hours.

The Contractor shall keep complete and accurate books of accounts and records of its operations from which municipal gross receipts may be determined.

XX.

COMPLAINTS AND INTERRUPTION OF SERVICES

The Contractor shall respond to all units' complaints pertaining to customer service, property damage, or personal injury from the solid waste collection and disposal service. Any unit complaints received by the City shall be forwarded to the Contractor. The Contractor shall notify the City of the action(s) taken in response to forwarded complaints within two (2) business days of the complaint. Failure of the Contractor to timely respond to complaints shall be considered a failure to perform under this Contract.

In the event the collection of solid waste shall be interrupted for more than forty eight (48) due solely to the willful or negligent act(s) of Contractor and not a Force Majeure event contemplated under Section XXXI, then City shall have the right to engage with a third-party contractor to temporarily provide solid waste collection services so as to help ensure the public health and safety of the public. Contractor further agrees to pay to City costs for retaining such temporary, third party contractor. City may deduct such costs from any payments owed by City to Contractor for serviced provided under this Contract.

The interruption of solid waste collection services in excess of for more than forty-eight (48) hours due solely to the willful or negligent act(s) of Contractor and not a Force Majeure event contemplated under Section XXXI, constitutes a material breach of this Contract. City will have the right to exercise the remedies described in Section XXII.

XXI.
DELINQUENT CUSTOMER PAYMENTS

The City is responsible for billing each unit for services rendered under this Contract and the collection thereof. Each unit is responsible for making timely payments upon receipt of an invoice or statement. The city may impose and collect a reinstatement fee on all delinquent units' accounts. Such fees and penalties imposed by the City will not be considered part of the City's compensation to the Contractor and so fully retained by the City.

XXII.
FORFEITURE AND TERMINATION OF FRANCHISE

The City reserves the right to declare this Contract and its franchise forfeited and to terminate the same and all rights and privileges of the Contractor hereunder in the event of a material breach of the terms, covenants, or conditions herein set forth. A material breach by the Contractor shall include, but not be limited to, the following:

- a. Failure of the Contractor to provide, as solely determined by the City, the services provided for in this Contract within five (5) business days of the receipt of a written demand for performance by the City;
- b. Failure of the Contractor to repair or replace defective equipment, goods, or products within fifteen (15) calendar days of receipt of written demand for performance by the City;
- c. Failure of the Contractor to cure urgent health or sanitation conditions or risks, as determined by the City Administrator, within two (2) business days of receipt of written or oral demand for performance by the City;
- d. Material misrepresentation(s) of fact in the application for or negotiations of this Contract;
- e. Conviction of any director, officer, employee, or agent of the Contractor of the offense of bribery or fraud connected with or resulting from the awarding of this Contract;

- f. Material misrepresentations of fact knowingly made to the City with respect to or regarding the Contractor's operations, management, revenues, services, or reports required pursuant to this Contract; and
- g. The revocation or denial of solid waste collection and disposal permit(s) through Federal and State Laws and regulations which would prohibit or interfere with the ability to fulfill the requirements of this Contract.
- h. If the Contractor intends to terminate this Contract or any portion thereof, the Contractor shall notify the City not less than one hundred twenty (120) calendar days prior to termination.
- i. The City shall have the right to cancel this Contract one hundred twenty (120) calendar days after the appointment of a receiver or trustee who is directed to take over and conduct the business of the Contractor, whether in receivership, reorganization, bankruptcy, or other action or proceeding, whether voluntary or involuntary.

XXIII. **MEDIATION**

If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties shall first in good faith seek to resolve the dispute through negotiation between the upper management of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, San Antonio, Texas, before resorting to litigation, or some other dispute resolution procedure; provided that a Party may not invoke mediation unless it has provided the other Party with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. Notwithstanding the foregoing, any Party may seek immediate equitable relief, without attempting to settle a dispute through mediation, in any case where such Party is entitled to equitable relief by law, the terms of the Agreement, or otherwise. All costs of negotiation, mediation, and arbitration collectively known as alternate dispute resolution ("ADR") shall be assessed equally between the City and Contractor with each party bearing their own costs for attorneys fees, experts, and other costs of ADR and any ensuing litigation.

XXIV COMPLIANCE WITH APPLICABLE LAW

This Contract shall be governed in accordance with the laws of the State of Texas, and the legal venue for all legal proceedings shall be located in the District Court, Medina County, Texas. Notwithstanding any other provision in this Contract to the contrary, the Contractor shall, at all times, comply with all laws, rules, and regulations of the State and Federal government and any administrative agencies thereof with respect to the subject matter of this Contract.

XXV.
ASSIGNMENT

The Contractor may not assign this Contract and/ or any/ all the rights and obligations contained herein without the specific prior written approval of the City, which may be withheld for any reason. Nothing contained herein shall be construed to give any rights or benefits to anyone other than the City and Contractor.

XXVI.
SAFETY

The Contractor agrees that all prudent and reasonable safety precautions associated with the performance of work set forth or defined in this Contract are a part of the solid waste collection and disposal techniques for which the Contractor is solely responsible. In its execution of the obligations under this Contract, the Contractor shall use all proper skills and care, as are typical in the industry, and the Contractor shall exercise all due and proper precautions to prevent injury to any property or person.

XXVII.
NOTICES AND PAYMENTS

All notices and payments required to be given by either party to the other party under the terms of this Contract shall be in writing and, unless written notice of a change of address is given, shall be sent to the parties at the following addresses:

South Texas Refuse Disposal, Inc.
P.O. Box 188
Hondo, Texas 78861

City of Castroville
1209 Fiorella Street
Castroville, TX 78009

All notices shall be deemed to have been properly served if sent by First Class, postage prepaid mail through the U.S. Postal Service to the person(s) at the addresses designated above or to such other persons and/or addresses that either party subsequently designates for notice. Such designation amendments shall be made by providing thirty (30) days' advance written notice to the other party.

XXVIII.
AMENDMENTS

It is hereby understood and agreed by the parties to this Contract that no alterations or variations to the terms of this Contract, including all addendums hereto, shall be effective unless made in writing, approved, and signed by both parties.

XXIX.
SEVERABILITY

If any section, sentence, clause, or paragraph of this Contract shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the invalid, illegal, or unenforceable provision(s) of this Contract with valid legal terms and conditions approximating the original intent of the parties.

XXX.
CONTRACTOR'S DILIGENCE AND CARE & EMERGENCY
MANAGEMENT

The Contractor shall use reasonable care and diligence in executing this Contract. The Contractor shall provide the City with an emergency telephone number available for response on a 24-hour x 7 days per week x 365 days per year basis.

XXXI.
FORCE MAJEURE

If either of the Parties are unable to provide the services or perform the requirements of Agreement due to circumstances beyond their control and without their fault, whether such occurrence or circumstance be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the unforeseeable act or conduct of any person or persons not party or privy hereto, then the Parties shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and neither shall be liable for the breach of this Agreement.

XXXII.
NO ADDITIONAL WAIVER IMPLIED

The failure of any party hereto to insist in any one or more instances upon performance of any of the terms, covenants, or conditions of this agreement shall not be construed as waiver or relinquishment of the future performance of any term, covenant, or condition by the other parties hereto, but the obligation of such other parties with respect to such future performance shall continue in full force and effect.

XXXIII.
ENTIRE CONTRACT

It is understood by the parties that this Contract constitutes the entire agreement between the parties. Notwithstanding any other provisions in this Contract, the City, acting by and through the City Council of the City of Castroville, Texas, shall be the final arbiter, authority, and decision maker on all matters related to this Contract, the solid waste collection and disposal services within the corporate municipal limits of the City, and the municipal solid waste collection and disposal services franchise agreement.

DISCLOSURES, CONFLICTS AND DISPUTE RESOLUTION

Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local government Code, Conflicts of Interest Questionnaire, Chapter 2252, Texas Government Code, and Form 1295, Certificate of Interested Parties, online filing with the Texas Ethics Commission.

This Contract will be governed by the provisions of Subchapter I, Chapter 271, Texas Local Government Code, regarding the obligations of the parties for any disputes arising hereunder.

MANDATORY CONDITIONS FOR GOVERNMENT CONTRACTS

When applicable, the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002)

Contractor hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Contractor hereby verifies that it does not boycott energy companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Contractor hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association as those terms are identified in Texas Government Code, Section 2274.001, as amended.

Further, Contractor hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

PASSED AND APPROVED this _____ day of _____ 2025.

CITY OF CASTROVILLE

Bruce Alexander, Mayor

SOUTH TEXAS REFUSE DISPOSAL, INC

Felimon Cuellar, President

ATTEST:

Debra Howe, City Secretary

**INSERT EXHIBIT “A”
(REPLACE THIS PAGE)**

Attachment “E”
 “No Charge” Container Requirements for City Facilities

Department	Address	Size	Service
City Hall	1209 Fiorella	1 4yd/lock 2- Recycle Toter	1/ Weekly
City of Castroville	703 Paris Street	1-4yd	1/ Weekly
City of Castroville	10500 Airport Rd	1-8 yd	2/Weekly
City of Castroville	Vienna/Athens	2-Toters	1/Weekly
Police Department	411 London	2-Toters	1/Weekly
Public Library	802 London	1- 2yd	1/Weekly
Little League	8000 Airport Rd	1-6yd/lock 1-8yd/lock	2/Weekly
Castroville Regional Park	812 Alsace	1-Toter 3-8yd/Tall/Side Doors	1/Weekly 2/Weekly
Castroville Regional Park	139 N Drive	2-Recycle Toter	1/Weekly
Municipal Airport	10501 Airport Rd	1-Toter 3-Recycle Toter	1/Weekly
Castroville Lyons Park	1101 Houston Street	1-4yd	1/Weekly
City of Castroville Dead Animals	818 Alsace	2 yd	1/Weekly
Park		35-Toter	As Needed
Public Works		20 yd Roll-Off	As Needed
Public Works		40 yd Roll-Off	As Needed

Exhibit “A”**Schedule of Rates For****City of Castroville - South Texas Refuse Disposal, Inc. Contract****Solid Waste Collection and Disposal Services for October 1, 2025-September 30, 2030**

Type.of.Service	Frequency.of.Collection	Rate.to.STRD
1 Toter Garbage	1x Weekly	\$23.63
With Recycling Cart Included		
Additional Toter		\$5.18
Additional Recycling Container		\$5.18
Household Hazardous Waste	Unlimited	Included
Collection At Your Door		
Bulky Waste Curbside 8 CY Allowance		Included
Brush Waste Curbside 8 CY Allowance		Included

*All citizens must participate if recycling option is chosen.

Commercial Containers

2 Yard	1x Weekly	\$73.56
2 Yard	2x Weekly	\$116.88
3 Yard	1x Weekly	\$96.80
3 Yard	2x Weekly	\$124.30
4 Yard	1x Weekly	\$111.32
4 Yard	2x Weekly	\$194.84
6 Yard	1x Weekly	\$127.94
6 Yard	2x Weekly	\$219.04
8 Yard	1x Weekly	\$184.06
8 Yard	2x Weekly	\$330.56
10 Yard	1x Weekly	\$258.50
10 Yard	2x Weekly	\$395.22

Ancillary Charges	Frequency	Rate
Lockbar (Per Container)	Monthly	\$10.80
Castors (Per Container)	Monthly	\$10.80

Industrial Roll Off Collection Rates

20 Yard	\$398.37
30 Yard	\$423.26
40 Yard	\$457.58
Roll Off Delivery (One Time)	\$136.89
Roll Off Fee (Per Day)	\$7.20
Compactor	\$788.25

Compactor includes 6 tons, each additional ton will be charged at a rate of \$75.00 per ton.

20 Yard Sludge Containers-Wastewater treatment sludge.	\$694.13
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Roll off Containers Include 4 tons, each additional ton will be charged at a rate of \$75.00 per ton.

****The above stated rates do not include a 10% Franchise Fee to the City**



Agenda Report

Agenda of: July 08, 2025

Department: Administration

Subject: Discussion and appropriate action regarding the acquisition of additional water rights.

Recommended Motion: I move to authorize the purchase of _____ water rights in an amount not exceed _____.

Background: City Council has requested a review of the City's available water rights in relation to projected population growth and home construction. The attached chart and tables provide an overview of authorized rights, drought-stage restrictions, forecasted water demand, and anticipated residential development.

A combination chart included in this report illustrates stacked water rights (base and additional), a population growth trend line, and drought stage limits. This visual provides context for evaluating whether additional water rights should be pursued in light of forecasted needs.

The forecast for home construction through 2030 suggests a consistent but manageable increase in population and corresponding water demand. Based on subdivision data:

- - Alsatian Oaks: 536.112 acre-feet required; FILO "paid" for Units 1–3 only.
84.5 acre feet are expected to be delivered with the final plat of units 4 through 6 later this year.
- - Flat Creek: 409.428 acre-feet required; no water rights delivered yet.
126.7 acre feet are expected to be delivered with the final plat for units 1 through 3 later this year.
- - Country Village Estates: 52.632 acre-feet required; only Phase 1 delivered, phase 2 water rights are expected in 2026.
- - Heights of Castroville: 71.604 acre-feet required; water rights are expected to be delivered later this year with their final plat.

The combination of projected water rights delivery and current pumping restrictions suggest there is no immediate need to acquire additional rights. Staff does not recommend borrowing funds for new water rights at this time.

Staff Recommendation: Staff recommends no further action on purchasing water rights at this time. Future development should be monitored for compliance with subdivision agreements related to water dedication.

Fiscal Impact: TBD. Currently, water rights are being sold at between \$12,000 and \$13,000 per acre foot.

☐ Budgeted ☒ Requires Budget Amendment

Source of Funding: Water Acquisition Fund (current balance = \$456,000)

Account Code:

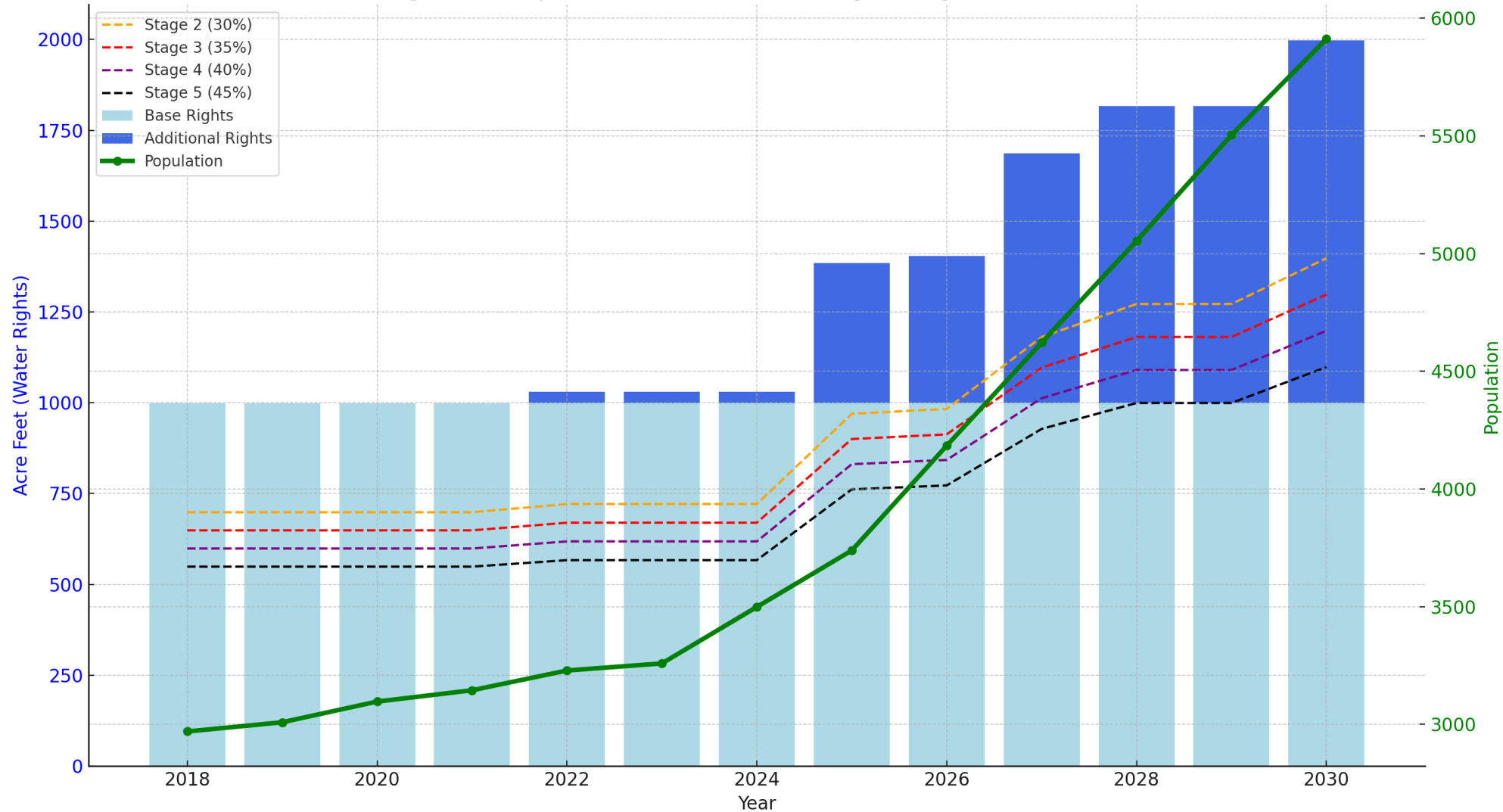
Attachments: None.

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

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

Submitted by: R. Scott Dixon

Water Rights vs. Population Growth and Drought Stage Limits (2018-2030)





Agenda Report

Agenda of: July 08, 2025

Department: Administration

Subject: Discuss and take appropriate action regarding the Medina County First Responder event sponsorship.

Recommended Motion: I move that the City of Castroville sponsor the Medina County First Responder Event in the amount of \$2,500 (or other amount).

Background: The City of Castroville has historically supported efforts to recognize and honor local first responders. In 2024, the City contributed \$1,000 to the annual First Responder Appreciation Event hosted by Go Medina. The event has since grown in scope, participation, and community impact.

The 2025 event—branded as the “Hometown Heroes BBQ Cook-Off”—will be hosted by both the Rotary Club of Medina County and Go Medina and will be held on **Saturday, September 20, 2025**, at the **Medina County Fairgrounds** in Hondo, Texas. This year’s celebration will feature a Champions Barbecue Alliance-sanctioned cook-off, live music, a vendor fair, and a catered appreciation lunch for Medina County’s first responders. Sponsor recognition includes signage, marketing presence, and public acknowledgments.

Staff recommends increasing the City’s sponsorship to the **\$2,500 Gold Level**, which includes event signage, logo placement on marketing materials, and social media recognition. This level of support aligns with the contributions of other area municipalities such as the **City of Devine**, which has committed \$2,500. The City of Hondo’s sponsorship level has not yet been confirmed.

The event not only honors public safety personnel but also contributes to local community development initiatives led by the Rotary Club, including scholarships, Meals on Wheels, and seasonal charitable programs.

Staff Recommendation: Staff recommends that the City Council authorize a \$2,500 sponsorship at the Gold Level, reflecting the growing regional nature of the event and Castroville’s continued support for local first responders and civic engagement.

Fiscal Impact: This expenditure falls under the council’s “Special Activities” budget item for which there is \$25,000 budgeted.

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

Source of Funding: Special Activities

Attachments: Sponsorship Form, Event Poster

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

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

Submitted by: R. Scott Dixon

Hometown Heroes BBQ Cook-off
Honoring First Responders of Medina County
2025 Sponsorship Form

Title Sponsor-\$10,000: VIP table at 1st responder catered picnic lunch, music headliner meet and greet, premier stage sponsor signage at event, special mentions at the event, logo on marketing materials, social media shoutout

Platinum-\$5,000: Stage sponsor signage at event, special mentions at the event, logo on marketing materials, social media shoutout

Gold-\$2,500: Signage at event, logo on marketing materials, social media shoutout

Silver-\$1,000: Listed on marketing materials, social media shoutout

Bronze-\$500: Social media shoutout

I would like to sponsor this event!

- _____ Title - \$10,000
- _____ Platinum - \$5,000
- _____ Gold - \$2,500
- _____ Silver - \$1,000
- _____ Bronze - \$500

This event will be held September 20, 2025 at the Medina County Fairgrounds. Please make checks payable to **Go Medina** and reference First Responders Event in the memo line. Include this commitment form with your check. Mail checks to: P.O. Box 73 Hondo, TX 78861

Thank you for supporting our Medina County 1st Responders!



HOMETOWN HEROES BBQ COOK-OFF

A Champions Barbecue Alliance sanctioned
competition honoring

First Responders of Medina County, Texas !

Saturday, September 20

Medina County Fairgrounds
733 FM 462 N, in Hondo, TX.

Rotary
Club of Medina County



Sponsorship Opportunities



Stephanie Blanks: gomedina@medinatx.gov

GOMEDINA

HONDO
THIS IS GOD'S COUNTRY

CHAMPIONS
BARBECUE ALLIANCE



Agenda Report

Agenda of: July 08, 2025

Department: City Council

Subject: Discussion and appropriate action regarding a proposed remodel of the municipal airport terminal to relocate the manager’s office and pilot’s lounge.

Recommended Motion: I move to _____.

Background: Councilman Lee has requested to remodel the airport terminal to move the manager’s office back where it used to be. This space is currently being used as a pilot’s lounge. He is also proposing to use a portion of the lobby/sitting area as a lounge by building a partition in this space.

- Airport pilot lounge and manager’s office

Staff Recommendation: N/A

Fiscal Impact: TBD.

☐ Budgeted ☐ Requires Budget Amendment

Source of Funding:

Account Code:

Attachments: None.

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

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

Submitted by: Councilman Bob Lee



Agenda Report

Agenda of: July 08, 2025

Department: City Council

Subject: Discussion and appropriate action regarding the price charged for full service Jet A fuel at the municipal airport.

Recommended Motion: I move to _____.

Background: Councilman Lee has requested to discuss an increase in the rate charged for full service Jet A fuel.

- Jet fuel full-service rates, cover vehicle cost and maintenance

We currently charge \$4.99 per 100LL for BOTH Avgas and JetA. The markup on Avgas is \$0.83 and the markup on JetA is \$2.22. These both vary depending on the cost of fuel. We sell a lot less of the JetA.

Staff Recommendation: N/A

Fiscal Impact: TBD.

☐ Budgeted ☐ Requires Budget Amendment

Source of Funding:

Account Code:

Attachments: None.

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

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

Submitted by: Councilman Bob Lee

City Administrator's Report



To: Mayor Alexander & City Council
CC: Staff
From: R. Scott Dixon, City Administrator
Date: July 02, 2025
Re: City Administrator's Report

Mayor and Council,

The following items are listed in no particular order. If there is anything that you would like an update on that you do not see listed or you have any additional questions or concerns, please contact me.

WWTP Pond Closure

No Change. The final approval that the City was waiting on from TCEQ in order to move forward with the closure of the east pond was granted in an email from the TCEQ on June 18th. Staff will work with Councilman King to develop the project scope, details, and timeframe. Staff anticipates this work to begin in late summer, early Fall once the Geneva Drainage project has been completed.

Geneva Drainage Channel

The heavy equipment needed to begin the earthwork on the Geneva channel has been rented and will be delivered the week of July 8th. Weather permitting, the excavation work will begin next week.

Garcia Creek Drainage Project

No Change. Staff is in the process of contacting the property owners along Garcia Creek to obtain easements that will allow for the proposed channel improvements to be made. Engineers from KFrieze/Lochner will provide an update on the project and seek council direction on several proposed bank stabilization methods at the July 8th council meeting.

RRC Gas Utility Audit

As requested by council, staff is preparing to provide a report on the city's gas distribution system including the results of the recent audit at the July 22nd regular council meeting.

Council A/V Update

No further changes have been made to the audio setup. We will test it again at the July 8th meeting. If the system continue to have audio or video issues, we will strive to set up a meeting with a technician from the streaming service (Vimeo) and our IT provider (VC3).

CPSE Dispute

Following council direction, the city's outside counsel on this matter has re-engaged with CPSE's outside counsel to request that the outstanding items that were requested in the letter dated August of 2023 are acted upon in a timely manner. Staff will continue to update council on the progress of the protracted negotiations.

There is a lot going on in the City of Castroville! If I have left anything out of this report, it was not intentional. **If there is anything else that is of particular concern to you, please let me know so that I can include it on a future report.** As always, my door is open should you have need to speak with me. 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