



City Council Regular Called Meeting Agenda

COUNCIL CHAMBERS - 1209 FIORELLA STREET

Tuesday, January 13, 2026

6:00 PM

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

- I. Call to Order**
- II. 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 December 16, 2025 Special Called Meeting
- b.** Accept Library Advisory Board Chairman Crystal Stutes resignation; approval of application from Marcia Izaguirre for open full board position #5 (term ending 2026) on the Library Advisory Board and request from P & Z Alternate Bryan Griffin to be moved to open position #2 (term ending 2026) on the Planning and Zoning Commission.
- c.** Authorize a Resolution Approving Criminal Justice Vehicle Grant
- d.** Authorize a Resolution approving Rifle Body Armor Grant
- e.** Authorize a Resolution approving Breach tool and shield

VII. Mayor's Report

- a.** Employee Recognition
- b.** Live Stream Policies and Procedures

c. Forecast for 2026

VIII. Discussion and Action Items

- a.** Discussion and appropriate action to authorize a ground lease with Brask T-4 Ranch, LLC at the Castroville Municipal Airport.
- b.** Discussion and appropriate action to authorize staff to enter into a contract for professional services for aviation engineering.
- c.** Discuss and take appropriate action to authorize the use of boxed culverts in the Geneva Street drainage channel.
- d.** Discuss and take appropriate action to authorize the planning and design of a new city hall building at 703 Paris Street (current Public Works site).
- e.** Discuss and take appropriate action to authorize the installation of a soft start pump at the airport well.
- f.** Discuss and take appropriate action to authorize the removal of the trees in front of City Hall at 1209 Fiorella Street.
- g.** Consider and take appropriate action on adopting an ordinance for a Municipal Election for Saturday, May 2, 2026, for the City of Castroville, establishing the procedure for the General Municipal Election, for the purpose of electing the positions of councilmembers for District 3, District 4, and District 5 for two-year terms; designating the location of the polling place; making provisions for the conduct of the election.

IX. City Administrator Report

- a.** The following report topics may be discussed and acted upon:
 - a. Drainage Projects
 - b. BMA Trail Access
 - c. Streets, Maintenance and Paving Plan
 - d. WWTP Ponds
 - e. CPS Energy Dispute
 - f. Community Center Construction
 - g. Lions Park Splash Pad
 - h. Facilitated Council Workshop
 - i. Hwy 90 TxDOT Construction Project
 - j. County Streets Plan
 - k. Flat Creek Water Plan
 - l. Update on PID and Development Agreement Amendments and P3 Collaboration
 - m. CIP Workshop
 - n. Multimodal Planning Effort
 - o. Medina County Public Utility Agency
 - p. Five year milestone - looking back at accomplishments

X. Discussion on Future Agenda Items

XI. 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 January 7, 2026 before 6:00 p.m.

/s/ Debra Howe

City Secretary

**CITY OF CASTROVILLE CITY COUNCIL
SPECIAL CALLED COUNCIL MEETING
1209 Fiorella
City Council Chambers
December 16, 2025
Tuesday
5:00 P.M.
MINUTES**

I. CALL TO ORDER

Mayor Alexander called the meeting to order at 5:00 p.m.
Mayor Alexander acknowledged there was a quorum present.

Mayor Alexander recessed the meeting to go into executive session at 5:01 p.m.

II. EXECUTIVE SESSION

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

- a. Executive session pursuant to Texas Government Code § 551.071(1) when the governmental body seeks the advice of its attorney about: (A) pending or contemplated litigation regarding Larry Arnold;
Opened: 5:03 p.m.
Closed: 5:20 p.m.

- b. Texas Government Code § 551.071(2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, pertaining to the drafting of the personnel policies and procedures for the City of Castroville, and any other matters which may arise.
Opened: 5:21 p.m.
Closed: 5:51 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	Scott Dixon, City Administrator
Mayor Pro Tem Sheena Martinez	Debra Howe, City Secretary
Councilmember Houston Marchman	Breana Soto, Community Development Director
Councilmember Phil King	
Councilmember David Merz	
Councilmember Robert Lee	

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

V. PLEDGE OF ALLEIGENCE

VI. INVOCATION

Pastor Matt Gutierrez, Discover Church 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.

No one requested to speak.

VIII. PRESENTATIONS

- a. Presentation from FPC, Arch and Pugh Constructors on the City Hall remodel and Library expansion.
 Ms. Allison Chambers, with Arch and Pugh Contractors, briefed the City Council on cost estimates for the City Hall and Library remodels. Ms. Chambers provided two options, Options A at \$4,447,628 with the new addition and Option B at \$3,147,628 without an addition and moving the Council Chambers upstairs. Ms. Chambers gave two options for the remodel of the Library. Option A was more of a full renovation at a little over \$ 1,000,000, and Option B was a more scaled back version at \$ 500,000. Mayor Alexander was in favor of Option B on both the City Hall and the Library and said they would talk more in depth at the CIP workshop. Councilmember Martinez asked if the remodel plans for the Library would change the location of the Kiosk. City Administrator Dixon said it would not be moved. Mr. Dixon said parking would also be discussed at the CIP workshop. Councilmember Marchman was in favor of Option B. Councilmember Lee did not wish to spend any money on the remodel of City Hall but use it toward a new building and he liked Option B for the Library remodel. Councilmember Merz was in favor of Option B for the Library but was undecided on the options for the City Hall. Mr. Merz said he was more in favor of Option B for the City Hall. The City Council would discuss further at the future CIP Workshop.

IX. CONSENT AGENDA

- a. Minutes for November 19, 2025 Special Called Meeting
- b. Adopt a revised Ordinance amending Ordinance 2009-009 and limiting the number of boards and commissions an individual may serve on

Mayor Alexander had a spelling correction for Jerry Hoge shown in the November 19th minutes. Mayor Alexander said the correct spelling was Hoog. Councilmember Merz asked for a correction under Item 9A action item on rezoning of 2.318 acres, 702 Paris, to reflect he had recused himself and stepped down from the dais.

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

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

No action was taken.

XI. MAYOR’S REPORT

- a. 2025 In-Review
- b. Citizen and Staff Appreciation
- c. Christmas Lighting Contest

Mayor Alexander gave an overview of what the City Council had accomplished in the past year. Mayor Alexander complemented the citizens and staff working toward the betterment of the city. Mayor Alexander reminded members of the community of the Christmas Lighting Contest and hoped for good participation.

Before moving to the Public Hearing, City Secretary Howe requested a candidate for the Library Board position be allowed to speak as the Boards and Commissions item had been inadvertently been removed from the original agenda lineup.

Mayor Alexander reopened VII. Citizens Comments.

VII. CITZENS COMMENTS

Marcia Izaquirre, 1821 San Jacinto, spoke briefly on her background as a news editor for many years with the ABC network and her wish to be more involved with the community. Ms. Izaquirre hoped with her experience she would be an asset to the Library and be considered. City Council thanked her for applying. Her application would be placed on the next agenda for consideration.

Mayor Alexander reverted back to original agenda.

XII. PUBLIC HEARING

- a. Public hearing to discuss and obtain comments regarding a proposed performance statement amendment to the City of Castroville's 2023 Texas CDBG Program Community Development Contract CDV23-0365.

Open: 6:27 p.m.

Kevin Pell, Grant Works, spoke on having extra funds from the original grant and provided a briefing on amending the scope of work to include installation of 12 lateral sewer cleanouts within the public right-of-way to benefit the low-to-moderate income area in the already designated area. Mr. Pell said they were able to amend the original scope of work with a major amendment. Mr. Pell said the requirements were a public hearing and resolution authorizing the submission of the amendment to the TDA.

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No one requested to speak.

Closed: 6:30 p.m.

Mayor Alexander moved Item XIV. Discussion and Action Items (a) up in the agenda order for discussion.

XIV. DISCUSSION AND ACTION ITEMS

- a. Discussion and possible action on a resolution authorizing a TxCDBG grant amendment and conducting a public hearing regarding the proposed changes to the project scope for Texas Department of Agriculture Contract No. CDV23-0365

Mayor Alexander asked if this was an add-on or new Grant. Kevin Pell explained there was no new application required and this was an add-on from funds left over from recent project. Councilmember Merz was good with the information provided. Councilmember Lee was glad the city was able to use the remaining funds. Mayor Alexander asked who was responsible for providing the options to take advantage of the funds. Mr. Pell said RESPEC Engineers had provided ways to use the unallotted funds to the city's advantage. Councilmember Martinez wanted to make sure the citizens in that area of construction would be alerted in advance.

A motion was made by Councilmember Martinez and duly seconded by Councilmember King to adopt a resolution authorizing a major amendment to TxCDBG grant regarding the proposed changes to the project scope for Texas Department of Agriculture Contract No. CDV23-0365. A vote was taken (5:0 all ayes) the motion carried by all present.

XIII. CITY COUNCIL LIAISON REPORTS

- Airport - December 2nd - Martinez**
- Library - December 11th - Lee**
- Parks and Recreation - December 9th - Merz**
- Planning and Zoning Commission - December 3rd -Marchman**

Councilmember Martinez briefed the City Council on the Airport Board meeting. Ms. Martinez said the board was working on a Courtesy Car Policy, Brask Hangar agreement, and Chapter 18 revisions with recommendations after the first of the year. Ms. Martinez said the Airport Manager reported he had met with TXDOT and was making a list of projects; changing out vending machines with refrigerators; removed trees; signage was being worked on; the city had hired a new field certified employee; RFQ for an Aviation Engineer had been published; and the Hydrological Report had a recommendation of changing the Sky Diving pattern. Councilmember Lee briefed the City Council on the Library Board meeting saying the meeting had been very positive. Mr. Lee said the board was focusing on the limited space and updates to the master plan/library policies. Mr. Lee praised the board members for their working to better the Library for the community. Councilmember Merz briefed the City Council on the Parks and Recreation Board meeting. Mr. Merz said the board discussed developments parkland requirements in the Subdivision Ordinance and some board members wanted the money in leu of land language removed. Mr. Merz said this would be brought back. Mr. Merz said Castroville had been left off the BMA meeting agenda to speak and the splash pad issues had been identified and would be addressed with the contractor.

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Councilmember Marchman briefed the City Council on the Planning and Zoning Commission meeting saying the board had reviewed the Victory Lane Development Agreement shown on this agenda with a recommendation. Mr. Marchman said the board had started the review of the sign ordinance and looked at temporary storage with a recommendation to look at further. Mr. Marchman said the board had agreed on a joint workshop meeting date of February 11th, if the City Council was available.

XIV. DISCUSSION AND ACTION ITEMS

b. Discussion and appropriate action on the Victory Lane Development Agreement

City Administrator Dixon briefed the City Council on the proposed Victory Lane Development Agreement. Mr. Dixon said the original agreement was submitted in August 2025 for staff review and comments. The City had received a revised agreement in October 2025. The agreement included annexation of 50.4 acres commercial property along Hwy 90. Mr. Dixon said the Planning and Zoning Commission (P & Z) had reviewed and recommended approval subject to City Council approval and negotiation. Mr. Dixon said P & Z had received the same backup as City Council listing the Key Points of improvements to the agreement. Those shown were; reduced interest rate, better inspections controls, clearer utility responsibilities, stronger maintenance bond language, and the addition of a project schedule. Mr. Dixon said after review there were several concerns not resolved such as: no cap on total reimbursable interest, City retaining only 25% of new tax revenue, No performance milestones tied to reimbursement, TxDOT improvements listed as reimbursable items, no annual reporting, limited design or aesthetic standards and expanded vested rights protection. Mr. Dixon said staff was recommending no action be taken and to authorize submission to P3 & Associates for further review and negotiations. Mayor Alexander agreed they should submit to P3 & Associates. Councilmember King questioned the City only receiving 25% of new tax revenue and developer receiving 75% until reimbursed. Community Development Director Soto said this number was considered as the City did not receive any tax revenue due to being located outside of the City. It was noted this property was for commercial development with a value of six million. Councilmember Merz asked if some of this property was included in the northern route. Mr. Dixon said it was in the plan. Councilmember Lee asked if there were estimates of cost to the City to get utilities to the property and he also questioned the reimbursement of six million back to the developer. Mr. Lee said he was not ready to make a decision at this time. Councilmember King asked to clarify the sales tax percentage agreement between the City and the County. Councilmember Merz asked how the City could get to a point to make an informed decision. Mayor Alexander said the development advisory firm, P3 and Associates, that had been engaged, knew what the City wanted and they would make recommendations to be brought back to the City Council. Councilmember Merz said to send questions to P3 and questioned the 25% new tax revenue the City would receive. Councilmember Marchman asked if there was any kind of timeline for P3 to review. Mr. Dixon said there was not. Councilmember Lee asked if any changes necessary to the current proposed agreement after the City Council rescinded the newer development agreement policy. Ms. Soto said the proposed agreement had been submitted under the old development agreement guidelines.

A motion was made by Councilmember King and duly seconded by Councilmember Marchman to take no action at this time and authorize staff to submit proposed development agreement to P3 and Associates for review, negotiate on behalf of the City, and bring back for City Council approval. A vote was taken (5:0 all ayes) the motion carried by all present.

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- c. Consideration and possible action on a Resolution authorizing the initiation of eminent domain proceedings to acquire right-of-way for the Northern Route thoroughfare connection

Mayor Alexander said this resolution was the next step in moving forward on eminent domain proceedings with the Alsatian Oaks property. City Council had been discussed with legal counsel previously in executive sessions.

A motion was made by Councilmember King and duly seconded by Councilmember Marchman to adopt a Resolution authorizing the initiation of eminent domain proceedings to acquire right-of-way for the Northern Route thoroughfare connection.

Further discussion followed.

Councilmember Lee asked for a cost moving forward to proceed with the eminent domain process. Mayor Alexander said the costs associated with the process were fair market value of the land and legal/attorney fees. City Administrator Dixon said it could get resolved before going through the legal process, if there was an agreement on fair market value. Mr. Dixon said legal costs could be between \$30,000-\$80,000. Mr. Dixon said the County would be the one to build out eventually. Councilmember Merz clarified they had a road with a 60 ft. right of way currently and there were no houses in that location. Mr. Dixon said that was correct and they would have to adjust the right of way another 60 ft. to make up the 120 ft. corridor needed. Mr. Merz said this connection was needed to help alleviate the traffic issues the City was experiencing.

A roll call vote was taken: Martinez – aye, Marchman – aye, King – aye, Merz – aye and Lee - aye (5:0 all ayes) the motion carried by all present.

- d. Consider and take appropriate action on appointing a City Council member to act as Liaison to the Chamber of Commerce

Mayor Alexander spoke on the City working more with the Chamber of Commerce and from his conversations with the Chamber they were happy to have a better working relationship. Mayor Alexander recommended appointing Councilmember Marchman as the City Council liaison.

A motion was made by Councilmember Marchman and duly seconded by Councilmember King to appoint Councilmember Houston Marchman as the City Council Liaison to the Chamber of Commerce. A vote was taken (5:0 all ayes) the motion carried by all present.

- e. Consider and take appropriate action on requesting a traffic study be completed by the Police Department for the Downtown Historic Commercial District, including but not limited to Fiorella, Paris, Lafayette, and London Streets

Councilmember Marchman briefed the City Council on safety concerns with the increase in foot traffic in the historical downtown area during special events and shopping local. Mr. Marchman said there were continued problems of speeding traffic. Mr. Marchman requested a traffic calming study be completed by the Castroville Police Department for the areas of Fiorella, Paris, Lafayette, and London Streets.

A motion was made by Councilmember Marchman and duly seconded by Councilmember King to authorize the Castroville Police Department to conduct a traffic calming study for the Downtown Historic Commercial District, including but not limited to Fiorella, Paris, Lafayette, and London Streets. A vote was taken (5:0 all ayes) the motion carried by all present.

- f. Consider and take appropriate action to adopt a resolution to update the City of Castroville Personnel Policies and Procedures

City Administrator Dixon spoke briefly on updating the City's Personnel Policies and Procedures saying it was found in the discussions in Executive Session the Personnel Policies had been originally adopted by ordinance and to make any changes/updates they were to be changed by ordinance, not a resolution. Mr. Dixon said there were two options for the City Council to consider – (1) to adopt by ordinance or (2) bring back an ordinance repealing the current ordinance and adopt by a resolution.

A motion was made by Councilmember King and duly seconded by Councilmember Marchman to direct staff to bring back an ordinance of repeal and providing a resolution for adoption of the Personnel Policies and Procedures. A vote was taken (5:0 all ayes) the motion carried by all present.

Mayor Alexander opened items g., h., i., and j. for discussion on setting dates for meetings.

- g. Consider and take appropriate action on setting a date for a Joint Special Called Work Session with the Historic Landmark Commission to review the Historic Landmark Commission Ordinance and historic preservation

Councilmember King spoke briefly on holding the strategic workshop and CIP discussions for a better understanding of what this City Council wanted to work toward, before meeting with the Planning and Zoning Commission and the Historic Landmark Commission. Community Development Director Soto said the HLC was meeting the following evening and a date would be discussed.

A motion was made by Councilmember King and duly seconded by Councilmember Marchman to authorize the Mayor to set date and time for a joint work session with the Historic Landmark Commission. A vote was taken (5:0 all ayes) the motion carried by all present.

- h. Consider and take appropriate action on setting a Joint Special Called/Work Session with the Planning and Zoning Commission for discussion and preparation of a Development Agreement Policy and discussion on an Institutional Zone

A motion was made by Councilmember King and duly seconded by Councilmember Marchman to set date and time for a joint work session with the Planning and Zoning Commission for February 11, 2025 at 5 p.m. for discussion and preparation of a Development Agreement Policy and discussion on an Institutional Zone. A vote was taken (5:0 all ayes)

- i. Discussion and appropriate action to set a date for a Council Workshop to discuss the 2026–2036 Community Investment Plan (CIP)

No date was set.

- j. Discussion and appropriate action to set a date for the Council Planning Workshop

No date was set.

XV. CITY ADMINISTRATOR REPORT

The following report topics may be discussed and acted upon:

- a. Drainage Projects
- b. BMA Trail Access
- c. Streets, Maintenance and Paving Plan
- d. WWTP Ponds
- e. CPS Energy Dispute
- f. Community Center Construction
- g. Lions Park Splash Pad
- h. Facilitated Council Workshop
- i. Hwy 90 TxDOT Construction Project
- j. County Streets Plan
- k. Airport Well Soft Start Pump
- L. Department Report

City Administrator Dixon briefed the City Council on his report highlighting the Hwy90 TxDOT Construction Project was having some conflicts and TxDOT was not finished with the 30% design phase. Mr. Dixon said there was no update on the BMA Trail Access. Mayor Alexander said the City had received an apology from the BMA Attorney for leaving the City off the recent agenda and said City Staff had made a very good impression. Mr. Dixon said he hoped to have more information on street improvement projects with the county soon and continued to work with Commissioner Sitter. Mr. Dixon said the CPS Energy dispute was ongoing and Clark Hill was authorized to represent the City. The Community Center construction project had been restarted. Councilmember Lee asked what the completion date was. Mr. Dixon said February 23rd but was not confident in that date due to the delays due to the government shut down. Mr. Dixon said the purchase of a Soft Start Pump for the Airport Well was costly and not needed at this time and the City had received resignations from the two newest linemen and the positions would be advertised. Councilmember Marchman asked if there was a timeline on the street improvement program with the county. Mr. Dixon said no, Commission Sitter was working diligently on a plan to move forward with the City. Mayor Alexander wished to introduce the newest Engineer with RESPEC Jeff Tondre who was in attendance.

XVI. DISCUSSION ON FUTURE AGENDA ITEMS

- a. Discussion on purchasing a soft start pump for the Airport Well.
- b. Geneva Street Drainage
- c. Personnel Policies and Procedures Repeal Ordinance and Resolution
- d. Call the General Election

XVII. ADJORN

Mayor Alexander adjourned the meeting at 7:51 p.m.

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Mayor

ATTEST:

City Secretary



CITY COUNCIL AGENDA REPORT

DATE: January 09, 2026

AGENDA OF: January 13, 2026

DEPARTMENT: City Secretary

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

RECOMMENDATION: Action on accepting the resignation of Crystal Stutes, Library Chairman and an application submitted by Marcia Izaguirre for an open full board position (#5 – term ending 2026) on the Library Advisory Board and a request from Alternate Board member Bryan Griffin for the open full board position (#2 – term ending 2026) on the Planning and Zoning Commission.

BACKGROUND:

The City Boards and Commissions and now including the Historic Landmark Commission have terms ending June 30th of each year. At the recent Library Advisory Board Meeting, Chairman Crystal Stutes formally submitted her resignation due to her moving out of the city. Her full board position is open (position #5). The City Council was introduced to Ms. Izaguirre at the December Council meeting and Mr. Griffin is a current member of the P & Z. The city has received a request for the following:

Library Advisory Board

Marcia Izaguirre (new applicant) for full board position #5

Planning and Zoning Commission

Alternate member Bryan Griffin for full board position #2

FISCAL IMPACT/SOURCE OF FUNDING:

None.

Submitted by:

ATTACHMENTS/ADDITIONAL INFORMATION:

Boards and Commission Roster

Resignation Email, Application (Library) and Request to change (P & Z)



PUBLIC SERVICE APPLICATION FORM

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

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

Name: MARCIA S IZAGUIRRE Email: marciasizaguirre@gmail.com

Home Address: 1821 San Jacinto St Mailing Address: same

City: Castroville Tx Zip: 78009 City: _____ Zip: _____

Home Telephone: 830 538 6499 Cell/Business Telephone: 305 632 1310

Resident of Castroville for 12+ years Voter District: # 2 Resident of Texas for 12+ years

Reside within the city limits of City of Castroville: Yes No _____

Reside in Medina County: Yes No _____ Other: _____

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

Please indicate Board, Commission or Committee preference:

1st Choice: Library Board 2nd Choice: _____

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

N/A

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

Please list any special knowledge, education or experience that you feel qualifies you to serve in the areas you have indicated as a preference. Also, list any business or personal relationship with the City of Castroville that might create a conflict of interest or that would affect your ability to serve. I have no conflict of interest.

I developed my love for books at a young age. The public library became an icon in my life. As a journalist my thirst for learning taught me the importance of a place where knowledge is accessible to all.

LIBRARY BOARD

July 2026 - 2027

Position #	Member/Address	Appointed	Phone #	Email Address	Term Expiration
1.	Michelle M. Estrada 211 Geneva Ct. Castroville, Texas 78009	March 2025	(c) 210-722-8156	yellehs52@gmail.com	2026
2.	Bertha Benedetti 4176 CR 271 Mico, Texas 78056	March 2025	830-931-3868 (c) 210-459-3269	benedettibertha@gmail.com	2026
3.	Julieanna Renner-Ramirez 321 CR 4614 (P.O. Box 1626) Castroville, Texas 78009	April 2025	(406) 270-6516	1946JGR872@gmail.com	2027
4.	Shari Biediger 1809 San Jacinto Castroville, Texas 78009	September 2025	(c) 210-875-0443	sharibiediger@att.net	2027
5.	Crystal Stutes (Chair) 816 Lafayette Castroville, Texas 78009	October 2023	(c) 210-378-2966	crystal.stutes@gmail.com	2026

Altemates:

1.	Kelly Hoog 274 Private Rd. 4731 Castroville, Texas 78009	July 2024	830-931-4649	jutri@ymail.com	2026
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2. OPEN

2027

Student Rep: Open

Council Liaison: Councilmember Robert Lee

Updated 10-05-2025



Outlook

Re: P and Z full position

From Debra Howe <debra.howe@castrovilletx.gov>
Date Wed 11/19/2025 3:24 PM
To Bryan Griffin <pd185@sbcglobal.net>

This is good. I will add to the next meeting.

From: Bryan Griffin <pd185@sbcglobal.net>
Sent: Wednesday, November 19, 2025 3:23 PM
To: Debra Howe <debra.howe@castrovilletx.gov>
Subject: P and Z full position

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

Debra,
Good afternoon, I was informed by Councilman Lee of some impending changes to some of the City's boards. I would like to make myself available for any full-time positions that may become vacant on the Planning and Zoning Board as a result of any of the aforementioned changes. You may consider this as my formal request or if you need me to resubmit a request on city stationary just let me know.

Respectfully submitted,
Bryan Griffin
716 Lafayette
Current P and Z
Alternate

[Sent from AT&T Yahoo Mail for iPhone](#)

PLANNING AND ZONING COMMISSION

July 2026 - 2027

Position #	Member/Address	Appointed	Phone #	Email Address	Term Expiration
1.	Troy Griggs 1106 Alamo Street Castroville, Texas 78009	Nov. 2025	(h) 830-931-4485	tgriggs@wrgriggs.com	2026
2.	OPEN				2026
3.	Jim Welch 704 Lisbon Street Castroville, Texas 78009	June 2023	(c) 210-260-2844	jimcodywelch@gmail.com	2027
4.	Valarie Solis 1216 Constantinople St. Castroville, Texas 78009	June 2025	(c) 910-644-2555	soulval2019@gmail.com	2027
5.	Marques Fuentes 1311 Houston Street Castroville, Texas 78009	May 2025	(h) 830-931-1369	778stretch@sbcglobal.net	2026
Alternates:					
1.	Brian Griffin 716 Lafayette Castroville, Texas 78009	April 2025	(c) 210-422-1452	pd185@sbcglobal.net	2027
2.	Eduardo Esquivel Jr. 201 Paris Castroville, Texas 78009	April 2024	(c) 210-983-3885	sector40@protonmail.com	2026

Council Liaison: Councilmember Marchman

Updated 12-08-2025



Re: P and Z full position

From Debra Howe <debra.howe@castrovilletx.gov>
Date Wed 11/19/2025 3:24 PM
To Bryan Griffin <pd185@sbcglobal.net>

This is good. I will add to the next meeting.

From: Bryan Griffin <pd185@sbcglobal.net>
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Respectfully submitted,
Bryan Griffin
716 Lafayette
Current P and Z
Alternate

[Sent from AT&T Yahoo Mail for iPhone](#)

PLANNING AND ZONING COMMISSION

July 2026 - 2027

Position #	Member/Address	Appointed	Phone #	Email Address	Term Expiration
1.	Troy Griggs 1106 Alamo Street Castroville, Texas 78009	Nov. 2025	(h) 830-931-4485	tgriggs@wrgriggs.com	2026
2.	OPEN				2026
3.	Jim Welch 704 Lisbon Street Castroville, Texas 78009	June 2023	(c) 210-260-2844	jimcodywelch@gmail.com	2027
4.	Valarie Solis 1216 Constantinople St. Castroville, Texas 78009	June 2025	(c) 910-644-2555	soulval2019@gmail.com	2027
5.	Marques Fuentes 1311 Houston Street Castroville, Texas 78009	May 2025	(h) 830-931-1369	778stretch@sbcglobal.net	2026
Alternates:					
1.	Brian Griffin 716 Lafayette Castroville, Texas 78009	April 2025	(c) 210-422-1452	pd185@sbcglobal.net	2027
2.	Eduardo Esquivel Jr. 201 Paris Castroville, Texas 78009	April 2024	(c) 210-983-3885	sector40@protonmail.com	2026

Council Liaison: Councilmember Marchman

Updated 12-08-2025



CITY COUNCIL AGENDA REPORT

DATE: January 6, 2026

AGENDA OF: January 13, 2026

DEPARTMENT: Police

SUBJECT: FY 2027 Criminal Justice Assistance Grant Program

RECOMMENDED MOTION:

No motion for consent. If pulled from consent, the following motion may be made: Accept and approve a resolution authorizing the Castroville Police Department to apply for and accept \$85,000.00 in grant funding for the purchase of a patrol-ready vehicle. This grant would require City expenditures beyond the \$85,000.00 necessary to complete the purchase and readiness of said vehicle.

BACKGROUND:

The purpose of this grant is to strengthen law enforcement operational capacity and public safety through the acquisition of essential patrol resources under the Criminal Justice Grant Program. This funding supports local governments in addressing equipment and infrastructure needs that enhance officer safety, mobility, and day-to-day response capabilities. By assisting with the purchase of a patrol vehicle, the grant improves response times, ensures consistent law enforcement presence, and supports effective service delivery during routine operations and higher-risk incidents, ultimately contributing to safer outcomes for officers and the community.

FISCAL IMPACT:

No financial impact on city budget. This is a 100% reimbursement grant in the amount of \$85,000.

Budgeted Requires Budget Amendment

SOURCE OF FUNDING: Grant Funded

ATTACHMENTS: N/A

Urgency (0-5 = Low Urgency to High Urgency): 1

Impact (0-5 = Low Impact to High Impact): 1

Submitted by: **Chief James Kohler**

RESOLUTION NO. _____

A Resolution of the City Council of the City of Castroville, Texas, authorizing the submission of a grant application to the Office of the Governor for the Castroville Police Department – FY 2027 Criminal Justice Assistance Grant

WHEREAS, The Castroville City Council finds it in the best interest of the citizens of Castroville, Texas that The Castroville Police Department - to acquire \$85,000 in grant funding toward the purchase of a patrol-ready for FY 2027; and

WHEREAS, The Castroville City Council agrees to abide by the rules and guidelines set out under the Office of the Governor’s Solicitation; and

WHEREAS, The Castroville City Council designates Scott Dixon, City Administrator, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, The Castroville City Council designates Leroy Vidales, Finance Director, as the grantee's finance officer. The finance officer is given the authority to submit financial and/or performance reports or alter a grant; and

WHEREAS, The Castroville City Council agrees that in the event of loss or misuse under the Federal Justice Grant funds, The Castroville City Council assures that the funds will be returned; and

NOW THEREFORE, BE IT RESOLVED that Castroville City Council approves submission of the grant application for The Castroville Police Department – Criminal Justice Vehicle Assistance Grant.

Passed and Approved this _____ day of _____, 2026.

Mayor
City of Castroville

ATTEST:

City Secretary



CITY COUNCIL AGENDA REPORT

DATE: January 6, 2026

AGENDA OF: January 13, 2026

DEPARTMENT: Police

SUBJECT: FY2027 Rifle-Resistant Body Armor Grant Program – acquisition of body armor

RECOMMENDED MOTION:

No motion for consent. If pulled from consent the following motion may be made: Accept and approve a resolution authorizing the Castroville Police Department to apply for and accept grant funding through the Rifle-Resistant Body Armor Grant Program (FY2027) for the acquisition of rifle-resistant body armor to enhance officer safety, with no City match required.

BACKGROUND:

The purpose of this grant is to enhance officer safety by providing rifle-resistant body armor for sworn law enforcement personnel. During the previous fiscal year, grant funding allowed the Castroville Police Department to outfit eight (8) of its twelve (12) sworn officers with rifle-resistant body armor. This request seeks to complete the remaining outfitting to ensure all sworn personnel have access to appropriate protective equipment when responding to high-risk and violent incidents. A fully equipped department strengthens operational readiness and promotes consistent safety standards across all shifts and assignments.

FISCAL IMPACT:

No impact on the city budget. This is a 100% reimbursement grant in the amount of \$4,800.

Budgeted Requires Budget Amendment

SOURCE OF FUNDING: Grant Funded

ATTACHMENTS: N/A

Urgency (0-5 = Low Urgency to High Urgency): 1

Impact (0-5 = Low Impact to High Impact): 1

Submitted by: Chief James Kohler

RESOLUTION NO. _____

A Resolution of the City Council of the City of Castroville, Texas, authorizing the submission of a grant application to the Office of the Governor for the Castroville Police Department – Rifle-Resistant Body Armor Grant Program (FY2027)

WHEREAS, The Castroville City Council finds it in the best interest of the citizens of Castroville, Texas that The Castroville Police Department - acquire National Institute of Justice (NIJ)-compliant rifle-resistant body armor to enhance officer safety and improve the department’s ability to respond to high-risk and violent incidents for Fiscal Year 2027; and

WHEREAS, The Castroville City Council agrees to abide by the rules and guidelines set out under the Office of the Governor’s Solicitation; and

WHEREAS, The Castroville City Council designates Scott Dixon, City Administrator, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, The Castroville City Council designates Leroy Vidales, Finance Director, as the grantee's finance officer. The finance officer is given the authority to submit financial and/or performance reports or alter a grant; and

WHEREAS, The Castroville City Council agrees that in the event of loss or misuse under the Federal Justice Grant funds, The Castroville City Council assures that the funds will be returned; and

NOW THEREFORE, BE IT RESOLVED that Castroville City Council approves submission of the grant application for The Castroville Police Department – Rifle-Resistant Body Armor Grant Program (FY2027)

Passed and Approved this _____ day of _____, 2026.

Mayor
City of Castroville

ATTEST:

City Secretary

Grant Name and Number: Rifle-Resistant Body Armor Grant Program (FY2027)
#5697501



CITY COUNCIL AGENDA REPORT

DATE: January 6, 2026

AGENDA OF: January 13, 2026

DEPARTMENT: Police

SUBJECT: Active Attack Response Equipment Grant Program – acquisition of breaching tool and shield

RECOMMENDED MOTION:

No motion for consent. If pulled from consent the following motion may be made: Accept and approve a resolution authorizing the Castroville Police Department to apply for and accept \$6,000.00 in grant funding for the purchase of breaching tools and an NIJ-rated ballistic shield to support rapid response and officer safety operations. This grant does not require a city match.

BACKGROUND:

The purpose of this grant is to enhance law enforcement preparedness and response capabilities during active attacks and other high-risk incidents. Through the Active Attack Response Equipment Grant Program, local governments are eligible to request funding for specialized equipment that improves officer safety, rapid entry, and the ability to immediately confront violent threats. This funding supports the acquisition of critical response tools intended to reduce response times and increase survivability.

FISCAL IMPACT:

No impact on the city budget. This is a 100% reimbursement grant in the amount of \$6,000.

Budgeted Requires Budget Amendment

SOURCE OF FUNDING: Grant Funded

ATTACHMENTS: N/A

Urgency (0-5 = Low Urgency to High Urgency): 1

Impact (0-5 = Low Impact to High Impact): 1

Submitted by: **Chief James Kohler**

RESOLUTION NO. _____

A Resolution of the City Council of the City of Castroville, Texas, authorizing the submission of a grant application to the Office of the Governor for the Castroville Police Department – Active Attack Response Equipment Grant

WHEREAS, The Castroville City Council finds it in the best interest of the citizens of Castroville, Texas that The Castroville Police Department - to acquire breaching equipment and a National Institute of Justice (NIJ)-compliant ballistic shield to enhance officer safety and improve the department’s ability to respond to high-risk and active threat incidents for FY 2027; and

WHEREAS, The Castroville City Council agrees to abide by the rules and guidelines set out under the Office of the Governor’s Solicitation; and

WHEREAS, The Castroville City Council designates Scott Dixon, City Administrator, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, The Castroville City Council designates Leroy Vidales, Finance Director, as the grantee's finance officer. The finance officer is given the authority to submit financial and/or performance reports or alter a grant; and

WHEREAS, The Castroville City Council agrees that in the event of loss or misuse under the Federal Justice Grant funds, The Castroville City Council assures that the funds will be returned; and

NOW THEREFORE, BE IT RESOLVED that Castroville City Council approves submission of the grant application for The Castroville Police Department – Active Attack Response Equipment Grant.

Passed and Approved this _____ day of _____, 2026.

Mayor
City of Castroville

ATTEST:

City Secretary



CITY COUNCIL AGENDA REPORT

DATE: 01/13/2026

AGENDA OF: City Council

DEPARTMENT: Airport

SUBJECT: Brask Hangar Ground Lease

RECOMMENDED MOTION: Approve term and rates for the Brask Hangar Ground Lease

BACKGROUND At the November 19th city council meeting, Staff was directed to meet with Brask for terms (rates and length), and subsequently present to the AAB. On December 16th staff met with Brask. On January 6th, the lease was presented to the AAB. The AAB recommended the lease with a revision to the escalation clause to remove the arbitration and insert the current CPI clause.

FISCAL IMPACT/SOURCE OF FUNDING: N/A

Budgeted Requires Budget Amendment

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

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

ATTACHMENTS: Revised Lease

Submitted by: Michael Haley, Airport Manager

GROUND LEASE AGREEMENT

STATE OF TEXAS §§

KNOW ALL PERSONS BY THESE PRESENTS:

CITY OF CASTROVILLE §§

THIS GROUND LEASE AGREEMENT (“this Lease”) is entered into this _____ day of _____, 2026 (“Effective Date”), by and between the CITY OF CASTROVILLE, a Texas Municipal Corporation (“Lessor” or “the City”), as the owner of the Castroville Municipal Airport (“the Airport”), acting by and through its CITY MANAGER, and Brask T-4 Ranch, LLC (“Lessee”), WITNESSETH :

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

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

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

SECTION 1. – GROUND LEASED PREMISES

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

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

2. The ramp and tie-downs located directly in front on the Property, if any, located directly in front of the Hangar, leased to Lessee on an exclusive basis, solely for the purpose of aircraft ingress, egress and parking. The ramps and tied-downs are leased to Lessee in an “as is – where is” condition, per Exhibit A. Additional ramp area (for access) of approximately ___ft x ___ft, which ramp area is to be used on a non-exclusive basis, per exhibit A.

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

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

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

SECTION 2. – TERM:

This Lease shall be for the term of forty (40) years commencing on the ____ day of _____ 2026 (the “Commencement Date”), and ending on the ____ day of _____ 2066 (“the Term”), except where otherwise extended or terminated pursuant to the terms of this Lease. Lessee hereby waives any notice of termination of this Lease upon the expiration of the Term. The Lease may be extended for an additional ten (10) year period and upon similar terms with the consent of Lessee and the approval of the Castroville City Council.

SECTION 3. – CONSIDERATION

A. In consideration for the lease of the Premises, Lessee hereby agrees to pay annually in advance (without notice or demand, both of which are hereby expressly waived), annual rent to be calculated as follows: twenty-four cents (\$0.24) per square foot per year for the _____ square feet located on the Property, and twelve cents (\$0.12) per square foot per year for the _____ square feet located on the ramps, parking and tie-downs subject to this Lease. The first year’s rent – in the amount of _____ (\$) shall be paid in advance. Thereafter, all future payments shall be made on or before the first day of the month due from the term of this Lease plus any extensions thereto.

Adjustments to Rent. Every fifth year of this Lease, the rent to be paid by Lessee shall be examined and, if appropriate, adjusted based on changes to the Consumer Price Index. At no time shall the adjustment be more than land rental at other Texas airports of equal use for the same period. At the beginning of each succeeding five-year period in the initial or renewal term shall be determined by multiplying the Rent paid during the first year of the initial term by a Factor determined as follows:

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

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

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

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

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

- B. All rentals and other payments due from Lessee pursuant to this Lease shall be paid as the same become due, without demand, in lawful currency of the United States made payable to the Castroville Municipal Airport Fund, City of Castroville, 1209 Fiorella Street, Castroville, Texas 78009.
- C. In the event Lessee fails to remit any rentals or other payments due when the same are due, and such payments remain unpaid for ten (10) days after the date due, interest at the rate of ten percent (10%) per annum shall be charged by Lessor beginning on the day after the date each such payment was due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor.
- D. Additional Fees and Charges – All rentals, fees and charges payable by Lessee to Lessor under the terms of this Lease, whether or not expressly denominated as rent, shall constitute rent for all purposes, including, but not limited to purposes of the Bankruptcy Code of the United States of America. Nothing contained herein shall be taken to relieve Lessee, its customers, or others from any field use charges or other charges at the Airport which may be levied generally by Lessor, either directly or indirectly.

SECTION 4 .- TAXES, INSURANCE AND UTILITIES

A. Taxes.

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

charges and penalties which may accrue if Lessee's action is unsuccessful, less any applicable tax impounds previously paid by Lessee to Lessor. The deposit shall be applied to the real and/or personal property taxes due, as determined at such proceedings. The real and/or personal property taxes shall be paid under protest from such deposit if such payment under protest is necessary to prevent the Premises or Lessee's personal property from being sold under a "tax sale" or similar enforcement proceeding.

B. Insurance.

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

insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities.

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

SECTION 5. – IMPROVEMENTS

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

SECTION 6. – PERMITTED USE

- A. Lessee agrees that the Property and Premises will be used in all manners that are lawful and consistent with the Airport operations. Lessee shall be allowed to build an office space inside the facility to be used by Lessee and persons associated with the management of Lessee’s business interests.
- B. Lessee may park his and/or his employees privately owned automobiles at the Property location.
- C. Lessee may store aviation/jet fuel/oil in approved containers for all oil, fuel, solvents and other petroleum products, inside or outside near the Premises for use in their operation. Lessee shall not sell aviation/jet fuel/oil without prior written permission of and proper permitting by Lessor. Any eventual sale of aviation/jet fuel/oil shall be subject to a fuel flowage fee.
- D. Lessee shall comply with all local, state, and federal laws, rules, regulations, and ordinances in connection with its operations and occupancy of the Premises.

- E. LESSEE HAS HAD FULL OPPORTUNITY TO EXAMINE THE PREMISES AND LESSEE'S TAKING POSSESSION OF THE PREMISES SHALL BE CONCLUSIVE EVIDENCE OF LESSEE'S ACCEPTANCE THEREOF IN AN "AS IS" CONDITION, AND LESSEE HEREBY ACCEPTS THE PREMISES IN ITS PRESENT CONDITION AS SUITABLE FOR THE PURPOSE FOR WHICH LEASED. LESSEE AGREES THAT NO REPRESENTATIONS RESPECTING THE CONDITION OF THE PREMISES AND NO PROMISES TO IMPROVE THE PREMISES, EITHER BEFORE OR AFTER THE EXECUTION HEREOF, HAVE BEEN MADE BY LESSOR OR ITS AGENTS TO LESSEE UNLESS THE SAME ARE CONTAINED HEREIN OR MADE A PART HEREOF BY SPECIFIC REFERENCE HEREIN AND, LESSOR SHALL HAVE NO RESPONSIBILITY FOR THE MAINTENANCE OR REPAIR OF THE PREMISES OR ANY IMPROVEMENT THEREON.

- F. Lessee shall be allowed to erect a sign on the Property related to Lessee's use of the Property with written consent of the Airport Manager. Said consent will not be unreasonably withheld or delayed.

- G. Lessee agrees that Lessee will, at all times, keep the Premises, including the inside and the outside of any Improvements, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts.

SECTION 7. – RESTRICTED USE & MAINTENANCE

- A. Lessee shall, throughout the term of this Lease and any extension thereof, assume the entire responsibility, cost and expense, for all repair and maintenance of the Property and all buildings and improvements thereon, whether such repair or maintenance be ordinary, extraordinary, structural or otherwise. Additionally, without limiting the foregoing, Lessee shall:
 - a. At all times maintain the buildings and improvements in a good state of repair and preservation, excepting ordinary wear and tear and obsolescence in spite of repair; and replace or substitute any fixtures and equipment which have become inadequate, obsolete, worn out, unsuitable or undesirable, with replacement or substitute fixtures and equipment, free of all liens and encumbrances, which shall automatically become a part of the buildings and improvements; and at all times to keep the Property, its buildings, improvements, fixtures, equipment and personal property, in a clean and orderly condition and appearance; and observe all insurance regulations and requirements concerning the use and condition of the Property, for the purpose of reducing fire hazards and insurance rates at the Airport; and

 - b. Repair any damage, caused by Lessee or his agents, to paving or other surfaces of the Property or the Airport, in connection with the scope of the Lease, caused by any oil, gasoline, grease, lubricants, flammable liquids and/or substances having a corrosive or detrimental effect thereon; and

 - c. Be responsible for the maintenance and repair of all utility service lines upon the Lease Premises, including but not limited to, water and gas lines, electric power and telephone conduits and lines, sanitary sewers and storm sewers; and

 - d. Keep and maintain all vehicles and equipment operated by lessee on the Airport in safe condition, good repair and insured, as required by this Lease; and

 - e. Replace broken or cracked plate glass and paint/repaint structures upon the Property as needed; and

 - f. Provide and use suitable receptacles for all garbage, trash, and other refuse; and

- i. Supply a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal, state, federal, and local law, rule, regulation, or ordinance inside the Improvements. Such fire extinguisher(s) shall be readily accessible in the event of a fire. Lessee is responsible for yearly certification of fire extinguishers.

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

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

SECTION 8. – CONDITIONS OF DEFAULT AND REMEDIES

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

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

failure to collect any rental under such reletting. Lessor and Lessee agree that any duty to mitigate or to use objectively reasonable standards in reletting the Premises, although not required, shall be satisfied and Lessor shall be deemed to have used objectively reasonable efforts to relet the Premises by posting a "For Lease" sign on the Premises and contacting at least one real estate agent or broker regarding this Lease.

- E. Application of Proceeds Upon Reletting - In the event that Lessor shall elect to relet, then rentals received by Lessor from such reletting shall be applied: first, to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor under this Lease, second, to the payment of any cost of such reletting, including but not limited to broker's commissions and the cost of modifying or altering the Premises as reasonably required to relet the Premises; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to the payment of rent hereunder, be less than the rent payable during that month by Lessee hereunder then Lessee shall pay such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. Lessee shall also pay to Lessor, as soon as ascertained, any costs and expenses incurred by Lessor in such reletting not covered by the rentals received from such reletting of the Premises. Nothing contained herein shall prevent Lessor from maintaining an action at law for damages in the absence of reletting, or to sue for rent as it becomes due.

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

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

SECTION 9. – TERMINATION

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

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

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

SECTION 10. – INDEMNIFICATION

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

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

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

SECTION 12. – SUBORDINATION OF LEASE: This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States of America or the Federal Aviation Administration relative to the use, operation or maintenance of the Airport, the execution of which has been or may be required as a condition to the conveyance of the Airport to Lessor and a condition precedent to the expenditure of Federal funds for the development of the Airport. Should the effect of such agreement be to take any of the Premises under this Lease, Lessor shall not be held liable therefore, but, in such event, Lessee may cancel this Lease upon ten days’ written notice to Lessor. Lessee may pursue any claim it may have against the United States government or the Federal Aviation Administration in such event.

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

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

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

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

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

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

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

SECTION 19. – MISCELLANEOUS PROVISIONS

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

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EXECUTED on the day first set forth hereinabove.

LESSOR: CITY OF CASTROVILLE

_____, City Manager, City of Castroville

LESSEE: BRASK T-4 RANCH, LLC

By: _____
Printed Name: DJ BRASK
Title: President/Manager

APPROVED AS TO FORM:

CITY ATTORNEY

ATTEST:

CITY SECRETARY

Attachments
Exhibit A



CITY COUNCIL AGENDA REPORT

DATE: 01/13/2026

AGENDA OF: City Council

DEPARTMENT: Airport

SUBJECT: RFQ for Aviation Professional Engineering Services

RECOMMENDED MOTION: Approve

BACKGROUND: Following the Request for Qualifications (RFQ) issued on **November 20, 2025**, and the subsequent evaluation of submitted Statements of Qualifications (SOQs), the City of Castroville has completed its review process for Aviation Professional Engineering Services at Castroville Municipal Airport.

Evaluation Summary:

Submissions were scored based on the criteria outlined in Section 5.0 of the RFQ:

- **Experience & Background (50 pts)**
- **Technical Approach (30 pts)**
- **Project Management & Schedule Control (10 pts)**
- **Additional Benefits (10 pts)**

After thorough review by the evaluation committee, the final scores are as follows:

- **Pape-Dawson:** 95 points
- **KASIG LLC Simon Karingithi:** 80 points
- **Parkhill:** 85 points

Recommended Firm:

Based on the highest cumulative score and demonstrated qualifications, **Pape-Dawson** is recommended for selection as the City's Aviation Professional Engineering Services provider. The firm will enter into a **Master Services Agreement (MSA)** for a five-year term, with individual projects contracted via task orders. The Airport Advisory Board concurred at the meeting on January 6th, 2026.

FISCAL IMPACT/SOURCE OF FUNDING: N/A

Budgeted Requires Budget Amendment

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

Impact (0-5 = Low Impact to High Impact): 1

ATTACHMENTS: Selection notification

Submitted by: Michael Haley, Airport Manager

City of Castroville – RFQ Selection Notification

Date: January 13, 2026

Subject: Selection of Aviation Professional Engineering Services Provider for Castroville Municipal Airport

Dear Council Members,

Following the Request for Qualifications (RFQ) issued on **November 20, 2025**, and the subsequent evaluation of submitted Statements of Qualifications (SOQs), the City of Castroville has completed its review process for Aviation Professional Engineering Services at Castroville Municipal Airport.

Evaluation Summary:

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Next Steps:

- Council approval of the recommended selection.
- Authorization for the City Administrator to negotiate and execute the MSA with Pape.

Please let us know if additional information or documentation is required prior to the scheduled Council meeting.

Respectfully submitted,

R. Scott Dixon
City Administrator
City of Castroville

DATE: January 5, 2026

AGENDA OF: January 13, 2026

DEPARTMENT: City Council

SUBJECT: Geneva St. Culvert

RECOMMENDED MOTION:

Install covered culvert on a portion of the drainage run beginning at Gentilz St. down Geneva St to the river instead of having an open drainage channel.

BACKGROUND

In September of 2024 the city began dirt work to create a direct rainwater path to the river along the paper street extension of Geneva St. The project was modified when it was learned the lot facing Gentilz St. alongside Geneva St. (paper street) had been split into a front and rear lot.

Update to January 2026. Extensive rework of the channel has been done to allow an 11-foot vehicle roadway on city property alongside the drainage channel to allow public street access to the rear lot. My concern is that the city has created a very dangerous situation due the depth of the drainage channel and the steep slope of both sides and has created a one way-at-a-time street that must be used in both directions. Additionally, there is no public roadway easement on either side of the 11-foot roadway a vehicle could pull over on. It is all private property to the west and drainage channel to the east. Any vehicle that put two tires over the edge of the channel is at high risk of turning over. The drainage ditch is a high hazard area for pedestrians and vehicles.

Questions also arise as to providing of city utilities to the rear lot, trash pickup, general public traffic on the 11-foot public roadway going much of the way to the river and suitability of the proposed grass-through matting that will line only the bottom of the drainage channel.

Since it would be a publicly accessible roadway, anyone could go down it. There is no room for two vehicles to safely pass going in opposite directions so one must back up and visibility is questionable from the front to the back as to whether another vehicle might already be coming in the other direction. Any misjudgment in maneuvering could lead to private property incursion or worse, a tumble over the edge of the channel.

The grass-through matting only works when grass grows through the holes to keep the matting in place. In draught stricken Castroville, it is doubtful there will be enough consistent rain to keep the grass alive. No grass could lead to undermining of the mats and will lead to erosion of the channel sides. Additionally, the channel bottom and sides will eventually fill with growth of some type which will have to be maintained. The steepness of the drainage channel side slope will require a special side cutter or a hazardous situation if trying to do it by hand.

The end of the drainage ditch near the river will undoubtedly be washed away with the infrequent, but sure-to-come overflow of the river.

The attached Federal Highway Administration paper on roadway drainage channel details what is necessary for safe roadside drainage. It says any drainage channel that is one foot vertical to three feet horizontal (1V-3H) or steeper is considered unsafe. The general minimum for a safe slope is 1V-4H. The attached pictures will show that this channel is far beyond that at two feet vertical for three feet horizontal, 2V-3H. That is clearly unsafe to put beside a roadway. Not only is a vehicle rollover probable it is too steep to easily climb up.

The other drainage channels or bar ditches besides roads in Castroville appear to be in-line with safe drainage channel criteria and are all two-lane roads with some side pull off area.

I propose concrete culvert be installed in the drainage channel and the channel be filled over with dirt so there will be at least a roadway allowing two-way traffic. The entrance to the culvert will probably need to be some distance from Gentilz St. with a safety grating to prevent unwanted materials and animals from entering the culvert pipe. That will eliminate all safety and access issues.

Recommend the grass-through matting not be installed and culvert pipe and associated structures be installed so there can be safe normal two-way access down the extension of Geneva.

Robert Lee
District 5

Attachments

Federal Highway Administration paper on roadside drainage
Photos of Geneva St. drainage channel

Pics

From robert lee <leer66@hotmail.com>
Date Fri 1/9/2026 1:49 PM
To Debra Howe <debra.howe@castrovilletx.gov>

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









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IN THIS SECTION



IV: CORRECTING UNSAFE DRAINAGE FEATURES

There are many drainage features on and along streets and highways. They include the curbs and gutters, drop inlets and catch basins, pipes, culverts, and ditches needed to collect and carry storm drainage away from the road. When these features are located on a roadway or are adjacent to it where a vehicle, bicycle or pedestrian has a chance of traveling over or into the feature, the drainage feature should be designed for safety.

Drainage features that have been designed for safety, crash tested, and found to operate safely under the design conditions are usually referred to as crashworthy. Basically, crashworthy means a highway feature or appurtenance will not stop a vehicle abruptly, cause the driver to lose control or cause the vehicle to roll over.

This section describes corrective measures that can be taken to mitigate the effects of an identified drainage problem that affects safety.

Correcting the Effects of Erosion on Roadway Side Slopes

Side slopes, both cut and fill embankments, and ditch sides, are usually constructed in the ranges of 1V:3H to 1V:6H (or 1V:8H in relatively flat areas). Steeper slopes pose greater safety risk to motor vehicles traveling across or down them. These steeper slopes are also more difficult to maintain.

Side slopes of 1V:4H or flatter are commonly accepted as safe side slopes. These slopes are traversable and recoverable. Drivers of errant vehicles can steer, brake, and recover from a run-off-the-road mistake.

Side slopes between 1V:3H and 1V:4H offer marginal safety for vehicles. These slopes are called traversable, but non-recoverable and vehicles will travel beyond the bottom of the slope; therefore, a recovery area should be provided at the bottom of the embankment.

All slope surfaces should be smooth, free of fixed objects, and free of snagging features, such as headwalls. Vehicles traveling down slopes are difficult to control and may strike, roll over or drop into a feature such as a pipe end, which can cause a vehicle to halt abruptly, become unstable and roll over, or strike the back of the slope.

Erosion scars on a side slope can also initiate vehicle instability by tripping the vehicle's wheels and initiating overturning. Therefore, eroded slopes should be graded and seeded. When rip rap is used to control and spread the flow of water, it should have shallow inverts and be placed flush with the existing ground. Additionally, the roadside conditions should be checked to determine why erosion is taking place and the problems resolved.



Side slope erosion can cause rollovers.

Correcting the Effects of Erosion on Roadway Hardware

Soil erosion can have a detrimental effect on safety appurtenances, such as guardrail, sign supports, and highway light supports. The deposit of several inches of eroded soil or the erosion of several inches can significantly reduce crashworthy characteristics.

Soil deposited around breakaway appurtenances can cause them to malfunction or simply not break away. Additionally, run-off can result in the erosion of soil around these safety features, reducing their operational characteristics, such as deflection on impact rather than breaking away. This can cause a vehicle to roll over or abruptly stop.

Eroded and silted areas around barrier posts, breakaway sign supports and highway light supports should be restored to the desirable ground level and seeded. If the area continues to erode, bituminous overlays may be considered.

Desirably, drainage channels should not end near a safety feature or drain adjacent to one where soil can erode around it.

Correcting the Effects of Erosion on Culvert and Pipe Ends

Pipes and culverts may have headwalls or special pipe end sections. Headwalls tend to channel water around their edges and can cause erosion gullies to develop. The storm flow from the pipe or culvert can also erode the sides of a paved channel or the bottom of a graded channel. If these water channels erode, they can create gullies on the side slopes that can trip the wheels of an errant vehicle or bicycle causing instability, loss of control or initiating a vehicle rollover.

Pipe and culvert ends should be checked annually or after major storms. Debris that can divert water flow should be removed and eroded areas reestablished with soil/aggregate mixtures and reseeded. Additional measures may need to be taken to reduce erosion, such as paving the channel in areas where erosion continues.

Correcting the Effects of Erosion on Ditches

Roadside ditches and channels are often cut into the roadside immediately adjacent to the roadway. There are designs for ditches that ensure their traversability, meaning a vehicle or bicycle can pass over the ditch or channel at the travel way speed without abruptly stopping, losing control or being rolled over. Recommendations for ditch cross sections (front slope, bottom, depth, and back slope) can be found in the current edition of the Roadside Design Guide. The choice of a traversable ditch section depends on the amount of run-off, the grade of the roadway, slope and soil conditions and speed of vehicles on the highway.

Both earth and lined ditches require maintenance to remove debris and prevent erosion that can create roadside hazards and/or reducing the effectiveness of the drainage system. It is important when repairing eroded earth ditches and shoulders to restore them to their original safety shapes. Ditch side slopes that are too steep and ditches that are too deep can initiate instability in a vehicle causing it to roll over or cause the vehicle to snag against the ditch back slope and abruptly stop or vault the vehicle into the air.



Deep ditches such as this are a safety hazard.

Earth roadside ditches that continue to erode and require regrading one or more times a year should be considered candidates for paving or some other form of lining that eliminates erosion and reduces the speed of the run-off. Rock and stone ditch linings should be smooth and not “bumpy” so the driver can retain control of the vehicle.



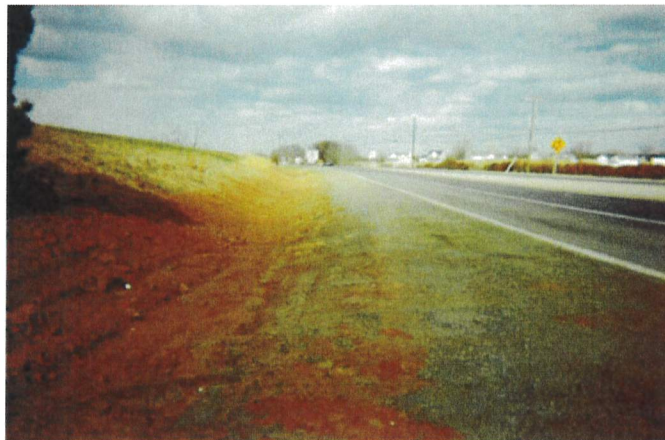
Erosion control measures such as fiber mats shown may be necessary to prevent ditch erosion.



For ditches with heavy run-off, concrete lining may be necessary.

Roadside ditches, along with the other drainage features such as drop inlets, should be checked annually and after major storms to ensure they are not clogged with debris or eroded.

Roadside ditches that are not traversable by design, as a result of previous maintenance actions or because of erosion, should be redesigned to be consistent with those recommended in the current edition of the Roadside Design Guide (see discussion under section 3.2.4 Roadside Channels for preferred cross section).

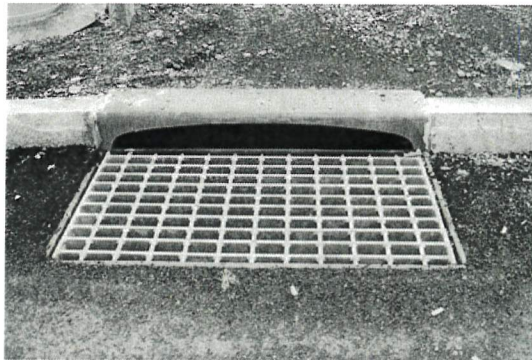


This ditch was reshaped to provide a safe recovery area for errant vehicles.

Maintaining and Improving the Safety Characteristics of Inlets

Drop inlets and catch basins in and adjacent to roadways are one of the most common drainage features especially in urban and suburban areas where curb and gutter design is used. Inlets are designed to carry surface run-off from the road and roadside away from the roadway. Inlets can be of varying design, including curb openings, grates, or a combination of these. Many local agencies use a standard design for most of their drop inlets on and adjacent to low-speed, low-volume roads. Inlets on higher level highways are often specially designed or selected to meet the conditions of greater but less frequent storms.

Drop inlets located in or adjacent to the path of motor vehicles, pedestrians and bicycles require grates that can accommodate run-off while preventing vehicles, bicycles and pedestrians from falling into the inlet. When bicycle traffic exists, grates should prevent the tires of a bicycle from slipping into and being caught in the grate. Therefore, bicycle safe grates should be used whenever bicycle traffic is expected. The photo below shows a preferred treatment for a drop inlet located on or near a bicycle travel way. With a flush bicycle-safe grate, a bicycle tire cannot get caught in the grate because of the cross pattern of supports which results in only small openings.



Bicycle safe grate with drop inlet.

Drop inlets should not be in the path of pedestrians. To avoid run-off across a pedestrian crosswalk it is desirable to locate the catch basin and inlet before the crosswalk as depicted on next page.



To avoid run-off across the pedestrian path, it is desirable to locate drop inlets before crosswalks.

Raised roadside drop inlets, sometimes referred to as table top inlets, provide a vertical opening in their sides for large volumes of run-off and debris removal. They are usually located in low-depressed or sump areas.

Raised inlets located in areas where an errant vehicle or bicycle can drive into or over them should be no higher than 4 inches above the surrounding ground. Drop inlets that extend more than 4 inches above the surrounding ground can snag the undercarriage of a vehicle in the same way a raised headwall can, causing it to abruptly stop, go out of control, or roll over. A safer drainage treatment is to use a grated inlet that is close to the ground as shown below.



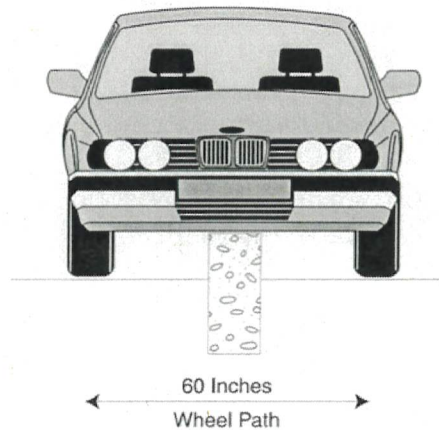
V-shaped grate in median.

Eliminating or Improving Hazardous Drainage Headwalls

Headwalls are common features on many local roadways. The headwalls are often used to support the shoulder and maintain the roadway edge, prevent the end of the pipe from being crushed or broken when overridden, collect and disperse water flows and occasionally delineate the ditch or channel. Headwalls, by their nature, are generally rigid structures capable of abruptly stopping a motor vehicle if hit. When they are located on side slopes they may be potential hazards, causing loss of control, ramping or vehicle roll over.



This culvert headwall is a roadside hazard.



In flat areas the height of the headwall should not exceed 4 inches.

In flat areas, 1V:10H or milder, fixed objects such as headwalls, should not extend more than 4 inches above the surrounding ground. Fixed objects that are higher than 4 inches can catch or snag part of a small vehicle undercarriage causing abrupt stopping, loss of control, and/or vehicle overturning.

Headwalls that are hazardous are often easy to identify by scars left on them from previous crashes. Headwalls that have been replaced with a traversable end treatment or crashworthy safety feature rather than replaced or repaired in kind. As an immediate treatment, the headwall should be delineated with a retroreflective object marker consistent with the current edition of the *Manual on Uniform Traffic Control Devices*.



Rigid headwall delineated with Type 3 Object Marker.

Improving Hazardous Pipe and Culvert Ends

Pipe and culvert ends vary widely. Many are just extensions of the pipe beyond an embankment. These ends are used because they are inexpensive and tend to limit the erosion around the sides of the pipe, or it may be that it was simpler to just leave the last section of pipe, rather than trying to dress it. Unfortunately, many pipe and culvert ends are within the area required by a driver to recover control or stop a vehicle that has left the travel way.

When pipe or culvert ends are within this recovery area or "[clear zone](#)," it should be designed and maintained as a traversable feature of the roadside.

Several features of a pipe or culvert end can be hazardous to motorists, bicyclists or pedestrians that leave the travel way. These features include: (1) how well or poorly the pipe or culvert end conforms to the ground, (2) the size and shape of the end opening, and (3) the orientation and location of the pipe opening.

One of the best ways to ensure that the pipe or culvert end is not hazardous is to place the end substantially beyond the clear zone. Unfortunately, cost, geography, and/or right-of-way restrictions can be factors that limit the extension of pipe and culvert ends.

In areas where potential roadside hazards already exist, such as trees that are close to the travel way, pipe and culvert ends can be extended to beyond the tree line rather than in front of it. While this action does not reduce the existing hazardous nature of the roadside, it does not create additional hazards.

End sections within the clear zone of the roadside should be designed and maintained to be traversable features. First they should conform to the ground around them. An exposed end (pipe or culvert sections sticking up above the ground) can initiate vehicle instability and cause the driver to lose control. End sections more than 4 inches above the surrounding ground can snag the undercarriage of a vehicle, causing it to stop abruptly or to vault or roll over.

To minimize the potential of vehicle snagging on the end of a pipe, it is necessary to provide a traversable end section, ensuring that either the pipe end is cut flush with the ground line, or when used, that the steel grating is sloped flush with the surface.



Grated inlet flush with ground over a culvert end.

A second safety consideration, important to all large pipe and culvert ends located in the clear zone, is the size or width of the opening. Pipes and culverts can trap a vehicle wheel if the opening is too large, causing it to stop abruptly or initiate overturning. Generally, openings that are larger than 30 inches are considered potential hazards; however vehicles may safely traverse over openings up to 30 inches. In crash tests of vehicles at

normal highway speeds it was demonstrated that vehicle tires could cross over openings of 30 inches provided that the opening match a traversable side slope.



This culvert has a rather large opening which could cause a vehicle that hits it to go out of control.

Large openings of pipe and culvert ends can often be made traversable for a vehicle by construction of an open pipe grate across the potential path of the vehicle. Pipe grates need to be of sufficient strength to accommodate a vehicle and should be removable or hinged to provide for maintenance. Design of the pipe grate is important to safety and varies with the size, shape, location, and orientation of the pipe.

A potential source of information on safety treatments for pipe and culvert openings is State standard drawings for highway drainage and the Roadside Design Guide. Another potential source of information are the offices of the Local Technical Assistance Program (LTAP).

Maintaining Good Drainage at Intersections and Access Points

Access points, such as road intersections, driveways, pedestrian and bicycle crossings are important areas where drainage features should be reviewed and, where appropriate, improvements made.

At access points the grade of the highway and the access point have to meet. Consequently, the free flow of run-off is restricted and some drainage feature is usually built to move the water away. Drainage facilities, particularly those for driveways, may have been poorly constructed by developers or property owners and may be potential hazards. Local jurisdictions may have established laws requiring access points to be free of hazards and obstacles that could affect the safety of the traveling public.



In this photo, water is ponding because the outflow ditch has silted up. Ponded water can cause drivers to leave their lane, reduce braking ability or contribute to pavement deterioration.



This grated inlet can be used to prevent water ponding at access points.

< **III: RECOGNIZING DRAINAGE PROBLEMS**

V: WORKER SAFETY >

Maintenance of Drainage Features for Safety

I. Introduction

II: HOW STORM RUN-OFF AFFECTS ROADWAY SAFETY

III: RECOGNIZING DRAINAGE PROBLEMS

IV: CORRECTING UNSAFE DRAINAGE FEATURES

V: WORKER SAFETY

VI. REFERENCES

Appendix A: CLEAR ZONE DESCRIPTION

Appendix B: THREE TYPICAL WORK ZONE LAYOUTS FROM MUTCD

U.S. DEPARTMENT OF TRANSPORTATION

Federal Highway Administration

1200 NEW JERSEY AVENUE, SE

WASHINGTON, DC 20590

202-366-4000

Subscribe To Email Updates

DATE: January 5, 2026

AGENDA OF: January 13, 2026
DEPARTMENT: City Council
SUBJECT: Price Estimates for a New City Hall

RECOMMENDED MOTION:
City Council determine new City Hall facility needs and get cost estimates.

BACKGROUND

City Council has received estimates for redoing City Hall with and without an external addition to house elevators and restrooms. The minimum estimated cost for staying completely under the existing roof was over \$3,000,000 with the other estimate over \$4,000,000. Either of these approaches does not satisfy the city’s needs into the future as we are projected to double and triple in size possibly in less than ten to fifteen years.

The existing building should be kept in the city properties but is high maintenance and has inadequate parking already. The growth of businesses around city hall has also increased the competition for parking in the vicinity of this building. These challenges are not going away and only promise to get worse.

Besides the inadequacy of city hall, the city also needs more library room, a new police station and public works facility.

A new city hall is needed that can handle city growth for a city three times our current size and could probably incorporate some of the other city space needs in one new facility. A rough estimate at \$400 a square foot would let us build a new 7500 foot building for \$3,000,000.

A well-located property is the current public works yard but others could be considered but those would require a land purchase most likely. Public works offices are in a temporary building which gives us flexibility to place them in existing city owned land until a permanent location is selected. The airport is one location that has non-aviation areas that can be evaluated for public works. In addition, the airport location is very good for being a central location for the existing and future city growth.

RECOMMENDATION. I request City Council determine within the next 6 weeks what our new facility priorities are proceed with getting cost proposals.

Robert Lee
District 5

DATE: January 5, 2026

AGENDA OF: **January 13, 2026**

DEPARTMENT: City Council

SUBJECT: Soft-Start Well Control for Airport Water Well

RECOMMENDED MOTION:

Install soft start control system for the well at the airport.

BACKGROUND

The high volume well at the airport, and those in the city, need a soft start control system to reduce wear on the well pumps, reduce high system pressure spikes in mains and connected water systems. Soft start systems also reduce electrical consumption associated with hard starts and running at maximum capacity.

Castroville council has discussed the benefits of soft start well controls for many years but lack of available funds put it out of consideration.

Engineers working for the city on upgrades to our municipal water system have recommended soft-start control system for our municipal wells. When the Cross Hill water tank was taken down for an extended period for internal and external painting, the contractor installed soft start systems, and probably a variable frequency drive, on the city wells to maintain system pressure since there was no tank on the hill to store water and pressurize the system. It worked perfectly as it softened the start speeds adjusted the well pump speed to match the desired system pressure.

According to my research, one of the contributors to city water main breaks is hammering when there are spikes in pressure caused by dramatic changes in system pressure such as when wells come on line at full pressure. Most of the city main breaks I am familiar with have been catastrophic ruptures and not small leaks. See attachment.

The well at the airport is primarily used for crop irrigation with untreated water but about 10 percent is run through a chlorinator so it can be used for the airport municipal water system to customers. The largest user of that chlorinated water is the ball fields for irrigation. The holding tank or cistern that is part of that system is of very low capacity which causes the system to continually start the large well pump to fill the system. Those repeated starts put unnecessary wear on the well pump and strain on connected equipment as confirmed in the attached documents and our own experience.

The farmer that leases the airport property uses soft start systems on his wells as do others in our area for the very reasons given. They save money in the long run.

Installation of soft start systems on our wells will extend the service life of the well pumps and connected water system and should be done as soon as possible.

We do not need another evaluation by engineers or others to confirm what we already know about the benefits of a soft-start on the airport well. We only need to match the well pump size to the appropriate soft-start system.

The cost is low considering the benefits of reduced electrical cost, extended service life of the well pumps and reduced wear and tear to the remainder of the municipal water system.

Recommendation. Install soft start well control on the airport water well now.

Robert Lee
District 5

2 Attachments

- How Does a Water Main Break?
- What is a Soft Start for a Well Pump?



How Does a Water Main Break?

16 December 2025

The extensive network of buried pipes that delivers potable water is a complex piece of municipal infrastructure. When one of these large distribution lines fails, the resulting water main break can cause significant disruption, property damage, and service interruptions across a wide area. Understanding how these failures occur involves examining both the long-term stressors that weaken the pipe and the immediate physical forces that ultimately cause the structure to give way. This article explains the underlying causes and the physical mechanics that lead to a water main rupture.

Primary Factors Leading to Failure

The susceptibility of a water main to rupture is typically a product of long-term material degradation and environmental strain. Many pipes in older urban areas have far exceeded their intended design life, with some cast iron mains remaining in service for over a century. Continuous internal water pressure and external earth loads cause microscopic cracks and structural fatigue to accumulate over decades, significantly reducing the pipe's ability to withstand sudden stress. This accumulated wear makes the pipe vulnerable to events that a newer line would easily absorb.

Chemical degradation, known as corrosion, is a primary stressor that weakens the pipe walls both from the inside and out. External corrosion occurs when the pipe material reacts with certain soil compositions, particularly those with high conductivity or low resistivity, accelerating the loss of structural integrity. Internal corrosion, which is common in older metallic pipes, involves the formation of tubercles or rust scales on the pipe's

interior surface, reducing the effective wall thickness and potentially impacting water flow dynamics. These chemical processes thin the metal, leaving less material to resist the high pressures within the system.

The surrounding soil environment contributes substantial mechanical forces that stress the buried infrastructure. Ground movement caused by settling, nearby construction vibration, or heavy traffic loads can introduce shear and bending forces that the pipe must absorb. Highly expansive clay soils present a particular challenge, as they swell significantly when wet and shrink when dry, subjecting the pipe to cyclical movement and external compression. These forces can strain joints and connections, creating weak points where failure is more likely to originate.

Temperature variations also play a substantial role in inducing mechanical stress, especially in regions with distinct cold seasons. During winter, the freeze-thaw cycle causes the soil surrounding the main to expand and contract, a phenomenon known as frost heave. This shifting earth transmits immense upward and lateral forces directly onto the pipe structure, often leading to misalignment or concentrated stress points. Even temperature changes within the water itself can cause the pipe material to slightly expand and contract, adding to the long-term fatigue experienced by the water distribution system.

The Mechanics of Pipe Rupture

While long-term factors weaken the pipe, the actual moment of failure is frequently triggered by a sudden, intense pressure surge within the water column. This phenomenon, commonly referred to as water hammer, involves transient pressure waves that rapidly travel through the pipeline when flow velocity changes abruptly. These velocity changes often occur when valves are closed too quickly or when pumps start and stop unexpectedly, creating pressure spikes that can momentarily exceed the pipe's design limits by a significant margin.

When a transient pressure wave encounters a section of pipe already weakened by corrosion or fatigue, the localized stress concentration can instantly surpass the material's yield strength. The pipe material fails almost instantaneously when the sudden internal load exceeds the remaining structural capacity. This immediate physical failure is distinctly different from the slow, continuous degradation that made the event possible in the first place, representing the final application of force to a compromised structure.

Pipe ruptures generally manifest in two primary failure modes based on the direction of the split. A circumferential break occurs when the pipe splits around its diameter, resembling a clean, circular separation. This type of failure is often the result of excessive shear stress or bending forces caused by ground movement, which pulls the pipe apart perpendicular to its axis. Circumferential breaks frequently lead to a complete separation of pipe segments.

Conversely, a longitudinal break involves a split running along the length of the pipe, sometimes extending for several feet. This mode of failure is typically caused by excessive internal pressure, such as a severe water hammer event, which pushes outward against the pipe walls. The stress created by this outward force exceeds the hoop strength of the material, causing the pipe to tear along its axis. Both types of failure result in the rapid and uncontrolled release of high-pressure water into the surrounding soil.

Immediate Indicators and Public Impact

The immense pressure behind the escaping water provides the most dramatic and visible evidence that a main has ruptured. As the water forces its way through the soil, it can create a localized geyser, erupting high into the air through cracks in the pavement or sidewalk. More commonly, the water saturates the surrounding soil, leading to significant and sudden street flooding that quickly overwhelms storm drains and nearby property.

The rapid removal of soil by the escaping water also creates instability beneath the ground surface, often resulting in the formation of sinkholes or noticeable depressions in the roadway. These voids pose an immediate safety hazard to traffic and pedestrians, indicating where the soil support has been completely washed away. The immediate consequence for utility service is a sudden and drastic drop in water pressure across the affected distribution zone.

Depending on the size of the main and the severity of the break, residential and commercial properties may experience a complete loss of water service. Furthermore, the massive outflow of water causes the internal pressure within the remaining system to drop significantly, creating a vacuum effect. This depressurization increases the potential for contaminants, sediment, or groundwater to be drawn into the water supply through small cracks or compromised connections, leading to water quality concerns.

Written by

Liam Cope

Hi, I'm Liam, the founder of Engineer Fix. Drawing from my extensive experience in electrical and mechanical engineering, I established this platform to provide students, engineers, and curious individuals with an authoritative online resource that simplifies complex engineering concepts. Throughout my diverse engineering career, I have undertaken numerous mechanical and electrical projects, honing my skills and gaining valuable insights. In addition to this practical experience, I have completed six years of rigorous training, including an advanced apprenticeship and an HNC in electrical engineering. My background, coupled with my unwavering commitment to continuous learning, positions me as a reliable and knowledgeable source in the engineering field.



What Is a Soft Start for a Well Pump?

25 November 2025

Well pump systems rely on a pressure tank and a switch that signals the motor to turn on when water pressure drops below a set point. This sudden activation, known as a Direct-On-Line (D.O.L.) start, forces the pump motor to accelerate to full speed almost instantaneously. This results in a noticeable electrical strain on the power supply, an audible thump in the plumbing, and unnecessary mechanical stress on the entire system. A soft start device is an engineered solution designed to manage this initial power application, protecting both the electrical and hydraulic components of the well system and ensuring its longevity.

Understanding Well Pump Stress

The primary stressor during a D.O.L. start is the massive electrical demand known as inrush current. An induction motor requires a temporary spike of current, often ranging from three to eight times its normal running current, to overcome inertia and begin rotation. This momentary power draw can cause lights to flicker, stress the wiring, and prematurely degrade the motor windings due to the intense thermal and magnetic forces.

The mechanical counterpart to this electrical shock is a phenomenon called water hammer. When the pump motor instantly achieves full speed, it abruptly changes the velocity of the water column in the well pipe. This sudden acceleration creates a pressure surge or shock wave that travels through the plumbing system. Water hammer can lead to damaged check

valves, broken pipe joints, and general wear on the pump's internal components, shortening the lifespan of the installation.

How Soft Starts Regulate Power Flow

A soft start device works by using solid-state electronics to govern the way power is delivered to the motor. These devices utilize components known as Silicon Controlled Rectifiers (SCRs), which act as high-speed, controlled gates for the alternating current (AC) waveform. By controlling the precise moment within the AC cycle that the SCRs are allowed to conduct, the soft starter effectively modulates the voltage supplied to the motor.

This modulation is achieved by adjusting the firing angle, which determines the portion of the AC cycle that reaches the motor. The control circuit begins by applying a limited voltage, then gradually reduces the firing angle over a set ramp-up period, typically a few seconds. This gradual increase in voltage creates a smooth acceleration curve for the motor, preventing the harsh torque spike associated with an immediate full-voltage start.

By smoothly accelerating the motor, the soft starter limits the electrical inrush current to a much safer level. Once the motor reaches its full operating speed, the soft starter often employs a bypass contactor to remove the SCRs from the main circuit. This ensures maximum energy efficiency and minimizes heat generation during the run cycle.

Choosing the Appropriate Soft Start System

Selecting the correct soft start involves matching the device's specifications to the well pump's electrical requirements. The soft start must be rated for the pump's horsepower (HP) and voltage, which is typically 240V for residential submersible well pumps, and must be compatible with single-phase or three-phase systems. The choice often comes down to two main technologies: the dedicated soft starter or the Variable Frequency Drive (VFD).

Dedicated Soft Starter

A dedicated soft starter is designed to manage the voltage and current during the start-up and shut-down phases only. They are the more economical and physically smaller option, making them ideal when the primary concern is reducing inrush current and mitigating water hammer. The pump will still run at a fixed speed once it reaches full voltage.

Variable Frequency Drive (VFD)

A VFD is a more sophisticated device that controls the motor's speed throughout its entire operation by adjusting both the voltage and frequency. While VFDs include soft-start capabilities, their main benefit is maintaining constant water pressure regardless of demand. This often leads to greater energy efficiency by slowing the motor instead of cycling it on and off. Although a VFD has a higher initial cost and is generally larger, it is the preferred choice when precise flow control and significant energy savings are the main objectives.

Installation Safety and Long-Term Operation

Integrating a soft start into an existing well system requires adherence to basic electrical safety practices, beginning with disconnecting the main power supply to the well pump circuit. The device is generally installed between the main power source and the pump control box, often near the pressure switch and pressure tank. Proper wiring ensures the soft start intercepts the power signal that initiates the pump cycle, allowing it to execute the controlled voltage ramp-up.

The most immediate operational improvement is the reduction in noise and the elimination of water hammer. By eliminating the sudden pressure surge, the soft start protects the plumbing system and the pump's internal components from repeated mechanical shock. The controlled current draw stabilizes the home's electrical system, ending the momentary voltage dips

that cause lights to flicker during pump starts. Reducing this intense mechanical and electrical stress significantly extends the functional life of the well pump motor and related equipment.

Written by

Liam Cope

Hi, I'm Liam, the founder of Engineer Fix. Drawing from my extensive experience in electrical and mechanical engineering, I established this platform to provide students, engineers, and curious individuals with an authoritative online resource that simplifies complex engineering concepts. Throughout my diverse engineering career, I have undertaken numerous mechanical and electrical projects, honing my skills and gaining valuable insights. In addition to this practical experience, I have completed six years of rigorous training, including an advanced apprenticeship and an HNC in electrical engineering. My background, coupled with my unwavering commitment to continuous learning, positions me as a reliable and knowledgeable source in the engineering field.

DATE: January 5, 2026

AGENDA OF: January 13, 2026
DEPARTMENT: City Council
SUBJECT: Removal of Trees in Front of City Hall

RECOMMENDED MOTION:
Remove the two trees in front of City Hall.

BACKGROUND

The two trees in front of City Hall dramatically reduce the visibility of the architectural features/design of the City Hall. Additionally, they cause a considerable mess in the entrance area and reduce the light for other plants to grow under the trees.

The trees became so overpowering to the view of the building they were significantly cut back about 10 to 15 years ago. There were many positive comments as to the beauty of the full view of City Hall that had previously been blocked by the trees.

We could consider additional appropriate tree types for the front side yard areas closer to the street if desired but first and foremost we need to showcase the front of City Hall and removal of the trees will do that.

Recommendation. Remove the trees in front of City Hall.

Robert Lee
District 5



CITY COUNCIL AGENDA REPORT

DATE: January 09, 2026

AGENDA OF: January 13, 2026

DEPARTMENT: City Secretary

SUBJECT: Calling the 2026 Municipal General Election for District 3, District 4, and District 5 Council Seats

RECOMMENDATION: Adopt an Ordinance calling the 2026 General Election to be held on May 2, 2026 for the council seats for District 3, District 4 and District 5 designating the polling place, establish the procedure for the General Election and making provisions for the conduct of the Election.

BACKGROUND: Calling the 2026 General Election by ordinance as required and authorized by Local Government Code 22.031 of the Texas Government Code for the purpose of electing members of the governing body whose terms expire as of May 2026. Council seats open this year are: District 3, District 4, and District 5. Each position is for a two-year term ending in May 2028. Applications for the 2026 General Election are being accepted from January 14, 2026 through February 13, 2026 at the close of business.

DISCUSSION: Questions

FISCAL IMPACT/SOURCE OF FUNDING: Budgeted Requires Budget Amendment
Code 10-52202-203

Submitted by:

Debra Howe, City Secretary

ATTACHMENTS/ADDITIONAL INFORMATION:

Ordinance calling/ordering the 2026 General Election.

ORDINANCE NO. _____

AN ORDINANCE CALLING FOR A MUNICIPAL ELECTION ON SATURDAY, MAY 02, 2026 FOR THE CITY OF CASTROVILLE, MEDINA COUNTY, TEXAS; ESTABLISHING THE PROCEDURE FOR THE GENERAL MUNICIPAL ELECTION, FOR THE PURPOSE OF ELECTING THE POSITIONS OF COUNCILMEMBER FOR DISTRICT 3, COUNCILMEMBER FOR DISTRICT 4, COUNCILMEMBER FOR DISTRICT 5 AND FOR (2) YEAR TERMS; DESIGNATING THE LOCATION OF POLLING PLACE; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION.

WHEREAS, the laws of the State of Texas provide that on May 02, 2026, there shall be elected three (3) Councilmembers for two (2) year terms; and

WHEREAS, the Election Code of the State of Texas is applicable to said election, and in order to comply with said Code, an ordinance should be passed establishing the procedure to be followed in said election, and designating the voting places for said election; and

WHEREAS, the City Council must call for an election to elect its city officials;

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

SECTION 1 ELECTION ORDER. The City Council of the City of Castroville hereby calls for a General Municipal Election to be held on **Saturday, May 02, 2026**. The General Municipal Election shall provide for the Councilmember from District 3, Councilmember from District 4, and Councilmember from District 5 to serve two (2) year terms.

SECTION 2 POLLING PLACES AND PROCEDURES

The corporate limits of the City of Castroville constitute one (1) election precinct and said election shall be held at the following place:

**MEDINA COUNTY ANNEX BUILDING, PRECINCT 2
8366 FM 471 SOUTH
CASTROVILLE, TEXAS 78009**

The election shall be held on Saturday, May 02, 2026 between the hours of 7:00 a.m. and 7:00 p.m. at the above polling location.

Said election shall be administered by the Medina County Election Administrator and held in accordance with the Election Code of the State of Texas, the statutes of the State of Texas and the Ordinances of the City of Castroville and shall be in conformity with the procedures set forth herein.

The City’s Early Voting Clerk shall be Medina County Elections Administrator, or his/ her

designees, whose official mailing address is 1300 Ave M Street, Rm 108, Hondo, TX 78861. The City’s Election Official is the City Secretary, whose mailing address is 1209 Fiorella Street, Castroville, TX 78009, or her designee. The Election Official is hereby empowered to execute any and all necessary documents and take any and all necessary actions to affect the election ordered herein. The Presiding Election Judges, the Alternate Election Judges, and other election officials shall be those as designated by the Medina County Elections Administrator or the City, pursuant to that certain agreement between the City and the Medina County Elections Administrator.

All ballots shall be prepared in accordance with the Texas Election Code.

The presiding judge is authorized to appoint the number of clerks authorized by the City Council, which number shall not be less than two clerks no more than ten clerks. The alternate judge shall serve as presiding judge in the event that the regularly appointed presiding judge is unable to serve. The alternate judge shall be appointed by the presiding judge to serve as one of the clerks in the event that the election is conducted by the regularly appointed presiding judge. Election judge shall receive \$14.00 per hour, Alternate judge shall receive \$13.50 per hour, and clerks shall receive \$13.00 per hour for services and training necessary to conduct this election.

Early voting by personal appearance shall be conducted at:

**MEDINA COUNTY ANNEX BUILDING, PRECINCT 2
8366 FM 471 SOUTH
CASTROVILLE, TEXAS 78009**

Early voting at the early voting polling place shall be conducted on the days and times as follows:

**Monday, April 20, 2026, Tuesday, April 21, 2026, Wednesday, April 22, 2026, Thursday, April 23, 2026, Friday, April 24, 2026, Monday, April 27, 2026 and Tuesday, April 28, 2026
from 8:00 a.m. to 5:00 p.m.**

Applications for ballot by mail shall be mailed to the:

**MEDINA COUNTY ELECTION ADMINISTRATOR
1300 Ave M, Rm 108
HONDO, TX 78861**

Applications must be received by no later than 5:00 p.m. on Tuesday, April 20, 2026

In the event that no candidate for a place or position receives a majority of the votes cast for such place of position, or in the event of a tie vote, there shall be a run-off election ordered in accordance to the laws of the State of Texas.

The official ballots to be used in this regular election shall comply with the applicable provisions of the Texas Election Code. Notice of the election, stating in substance the contents of this Ordinance and Order, shall be published one time in the English and Spanish languages, in a newspaper published within the City’s territory at least ten (10) days and no more than thirty (30) days before the election and as otherwise required by the Texas Election Code and applicable law.

If any section, or part of any section, paragraph or clause of this Ordinance is declared invalid or unconstitutional for any reason, such declaration shall not be held to invalidate or impair the validity, force or effect of any other section, part of any section, paragraph or clause of this Ordinance.

SECTION 3 SEVERABILITY

If any section, or part of any section, paragraph or clause of this Ordinance is declared invalid or unconstitutional for any reason, such declaration shall not be held to invalidate or impair the validity, force or effect of any other section, part of any section, paragraph or clause of this Ordinance.

PASSED, APPROVED AND ADOPTED TO BE EFFECTIVE THIS THE 13th DAY OF JANUARY, 2026.

CITY OF CASTROVILLE

Bruce Alexander, Mayor

ATTEST:

APPROVED AS TO FORM:

Debra Howe, City Secretary

City Attorney

City Administrator’s Report



To: Mayor Alexander & City Council
CC: Staff
From: R. Scott Dixon, City Administrator
Date: January 08, 2026
Re: City Administrator’s Report

Mayor and Council,

It is hard to believe a new year is already upon us and boy, has it begun with a bang! The items listed below are in no particular order and only cover some of the issues that have been inquired about or that council has requested to be kept up to date on. If you have any questions about any of these items or there are other things that you would like me to report on, please let me know.

Drainage Projects

Geneva Channel - All grading and access road improvements for the project have been completed. The access road has been constructed up to the floodplain point, providing access to the back property entrance; however, it does not extend all the way to the river. An additional area has been cleared that, while lacking a base, can be driven on under dry conditions. Staff is awaiting confirmation from Fleximat on the delivery date – estimated later this month or early February. A pre-construction meeting will be scheduled as soon as that date is confirmed. Fleximat installation requires vegetation to be established beforehand; staff has seeded and watered, but growth has been slower than anticipated. Geotechnical inspection has been quoted, and the team is reviewing specifications and details for scheduling—delayed slightly due to weather and holidays. The concrete inlet will be installed last.

Athens-area drainage – Once the Geneva channel is complete, staff will begin some of the other drainage projects that were identified in the Athens area. These include: additional street and bar ditch work on Gentilz, re-establishing bar ditches, establishing new bar ditches.

Country Village Channel – Staff is currently reviewing the Country Village drainage channel work that was planned to be completed by NP Homes for removal from the development agreement and completion by city staff. This work is substantially similar to the work that is nearly complete on the Geneva project. Staff will provide cost estimates and project scope as part of the CIP workshop later this month.

Garza Creek – Staff has developed the design-build bid specifications for the Garza Creek drainage project. The project will be advertised in January with responses due by the end of February. The project should be ready for council review and award at the March 10th meeting.

BMA Trail Access

Staff has received confirmation that we are scheduled to present to the BMA Board of Directors at their regular meeting on Monday, January 12th. Staff will provide a verbal update of that meeting during the City Administrator’s report on January 13th.

Streets Maintenance and Paving Plan

Included with this report is a summary of the findings of the pavement study as well as recommended streets pavement repair and maintenance plan. This will be discussed in greater detail at the CIP workshop later this month.

WWTP Pond Closure

TCEQ has approved closure of the two ponds. The east pond has been mostly emptied and has begun to be filled in. Following the directions that staff and council received regarding professional services that are provided by elected officials whether with or without compensation, staff will re-engage the City’s engineer to coordinate a design for the pond closure process. The elements that need to be addressed are the road access to the WWTP, the slope and design of the hillside, and drainage around the WWTP and to the Medina River. The report that was shared at a public meeting about the pond closure in April 2025 has been included with this report for your reference.

CPSE Dispute

CPSE filed its motion to withdraw the current rate change application and to refile a new TCOS application in July 2026 based on a FY2026 Test Year (February 1, 2025 - January 31, 2026). This motion was filed with the express statement that the PUCT Staff does not oppose the motion. The PUC’s administrative law judge acted on the CPSE withdrawal filing and has dismissed the case. As instructed, our legal counsel has continued to follow-up with CPSE legal counsel to seek resolution to this matter. Unfortunately, there is no further progress to report on either the requested meetings with CPSE’s CEO or the one by Clark Hill with their legal counsel.

Community Center at Regional Park

The work on the Community Center building at Regional Park has resumed. In my previous report, I shared a completion date of February, 2026. Following recent meetings with the USDA, contractor, and architect, this date has been revised to include the stoppage of work caused by the government shutdown (USDA non-payment) and rain days that have been experienced throughout the project. A new contractual deadline for completion will be

calculated but it is likely to be late April or early May. Staff will continue to update council on this project and its completion timeline.

Lion’s Park Splash Pad

As reported previously, the splash pad is inoperable due to apparent leaks in the water and sewer systems. The concrete around the central hub of the splash pad has been removed to expose the water and sewer pipes. Included with this report are pictures of what was revealed. There are large cracks in both the water and sewer lines that appear to be the result of settling or lack of adequate fill and compaction (or both). These leaks in turn have caused large voids under the slab. Staff is in the process of determining whether sufficient repairs can be made to put the splash pad back into operation or whether the entire site needs to be re-built. In either case, it is the position of the city staff that this is a warranty claim and should be remediated by those responsible as per the terms of our contracts for service and installation.

Facilitated Council Workshop

Mayor Alexander and City Administrator Dixon met with the proposed facilitator for the council workshop, Cathi Hight. Staff is in the process of negotiating the scope and fee for the strategic planning workshop. Per previous discussions, the goal is to hold the workshop in February after the filing deadline for council positions so that the candidates can participate. The date has not yet been set however the workshop will likely take place over two days (Friday afternoon and the following Saturday morning) on February 20th or 27th.

Hwy 90 TxDOT Construction Project

Respec has submitted the city’s response to the ‘conflicts report’ (a report that outlines potential areas where city utility services may need to be relocated based upon preliminary project scoping data) and it is currently under review by TxDOT. Staff has not received the 30% plans, and TxDOT has not provided an ETA for delivery. No projected cost estimates are available yet; this will be part of a joint bid, and further coordination is needed to discuss details once plans have been refined.

County Streets Plan

Staff followed up with Commissioner Sittre regarding the county streets work. He confirmed that he is continuing to coordinate development of an interlocal agreement with the County Attorney.

Flat Creek Water Plan

Due to the lack of certainty regarding the planned elevated storage tank, (funding for the \$20 million project has not been identified or funded, the project design is not 100% complete, and there is not a “guarantee” that it will be completed), the developers of Flat Creek (KingFish

development group) have proposed an alternate solution for the 558 homes that are planned in their phase two development. They have proposed developing a small water system utilizing the water well that has just been completed. This system would be constructed at their expense and dedicated to the city operation until the elevated storage tank is constructed. A letter from Kingfish regarding their proposal and the associated plan is included with this report for your reference. Staff will provide additional comments during the City Administrator report.

Update on PID and Development Agreement Amendments and P3 Collaboration

Following council’s authorization to utilize P3 and Associates to assist city staff with the negotiation and management of the city’s Public Improvement Districts (PID), Tax Increment Reinvestment Zones (TIRZ), and development agreements, staff has met with the city attorney and P3 to discuss these matters. P3 has reviewed both the PID and development agreements for NP Homes and Flat Creek and is working on various revisions in coordination with the city attorney and the city’s new bond counsel, Kelly Hart. Council will be asked to approve amendments to the Flat Creek and NP Homes agreements within the next six weeks provided legal counsel for their representatives agrees to the proposed changes. These changes will be reviewed with council prior to adoption.

CIP Workshop

Staff has been working over the past six months to develop capital project plans and proposals for council’s consideration at an upcoming capital planning / community investment workshop. These projects will cover utilities, facilities, and various service areas including streets, parks, library, police, and administration. The tentative date for the workshop will be Thursday, January 29th. Staff will provide more information about the start time and format for the workshop once the date has been confirmed with council.

Multimodal Planning Effort

The TxDOT planning grant project to develop an active transportation plan for Castroville continues to progress. Staff will publish an update on the project that details the feedback that has been given through public engagement, and the (very) preliminary draft goals and recommendations the week of January 12th. The next community meeting is scheduled for February 2nd from 5 PM to 7 PM at the City Hall.

Medina County Public Utility Agency

The Medina County Rural Water Association (MCRWA) that was formed to investigate the feasibility of an aquifer storage and recovery (ASR) operation in Medina County is being converted to a Public Utility Agency in order to allow greater cooperation between the parties and (hopefully) greater access to State and federal funding. For your reference, included with this report is a summary of the enabling legislation to form a PUA (SB 1169), samples of the

draft concurrence ordinance and notice of intent, and an email from Cole Ruiz describing the process.

Five Year Milestone – looking back at accomplishments

It is very hard to believe that five years have passed since I was chosen to serve as Castroville City Administrator. I am incredibly grateful for this opportunity to lead the city and the organization through this challenging period of growth. We have endured freezes, floods, droughts, trampoline-ados!, and fire threats. Our staff continues to demonstrate their devotion to Castroville and their dedication to continuous improvement. I am proud of the accomplishments and am looking forward to the next five years! Thank you to both current and past council members for your patience and support. There is a saying that if you want to go fast, go alone; if you want to go far, go together. While it is sometimes hard to see our progress on a daily, weekly or monthly basis, I believe we have made great strides on our journey towards preserving Castroville’s rich historical and cultural legacy and ensuring it continues to be an inviting community where families can thrive.

Light Up Castroville

The Light Up Castroville contest has officially ended. There were twenty four registered participants. The winners have been announced in the January newsletter, they are: for Commercial: 1st place - Magnolia Filling Station, 2nd place - Stein Insurance, 3rd place - A two Z graphics and for Residential: 1st place – George “Bud” Barnes, 2nd place – Mike Kinnett, and 3rd place – Stacy Gorman.

Warrant Roundup

Staff is coorditing with the municipal court and our local and regional law enforcement to conduct a “Warrant Roundup” in the month of February. The City currently has over 1,000 outstanding warrants that will be acted upon. Letters have been sent to those with warrants and a notice has been published to encourage people to take care of them so that they are not arrested in February.

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

Thank you,



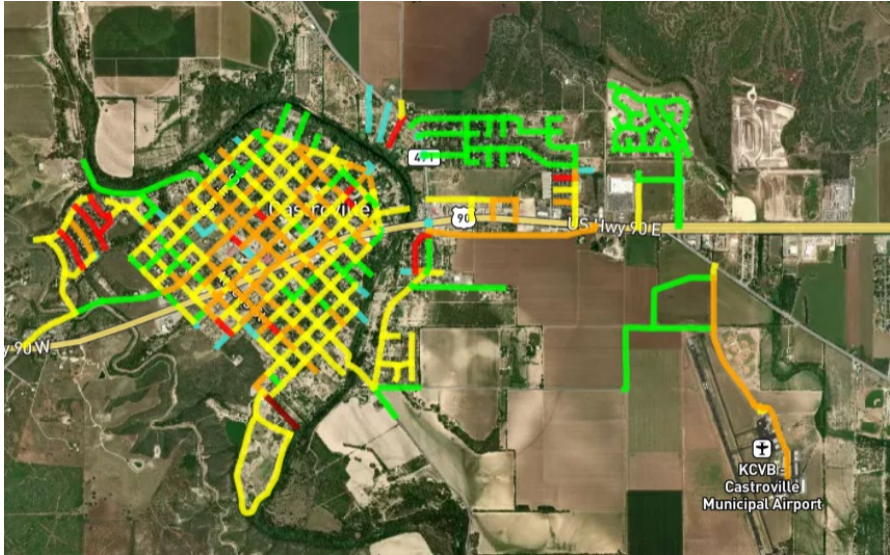
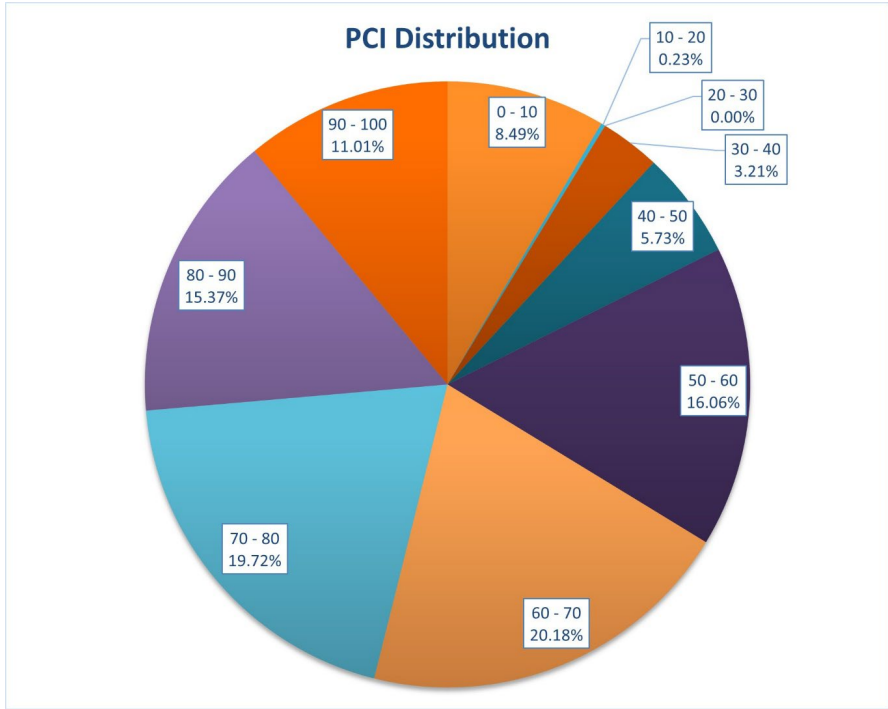
R. Scott Dixon, MPA
City Administrator, Castroville, TX



2025 Pavement Assessment – City of Castroville
GoodRoads, Inc

Inspection Methodology

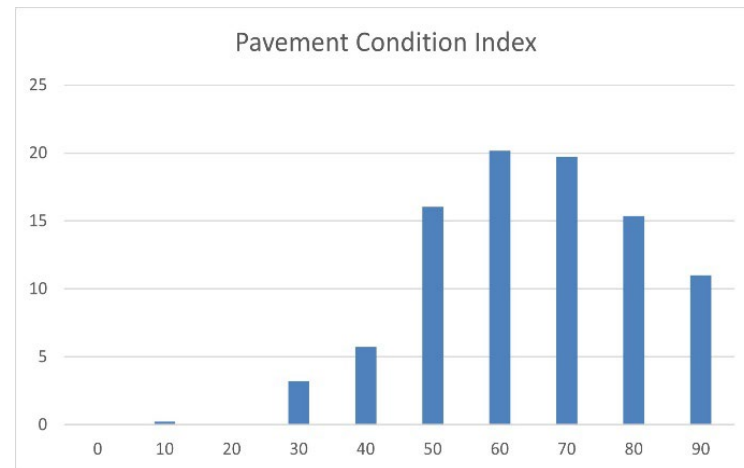




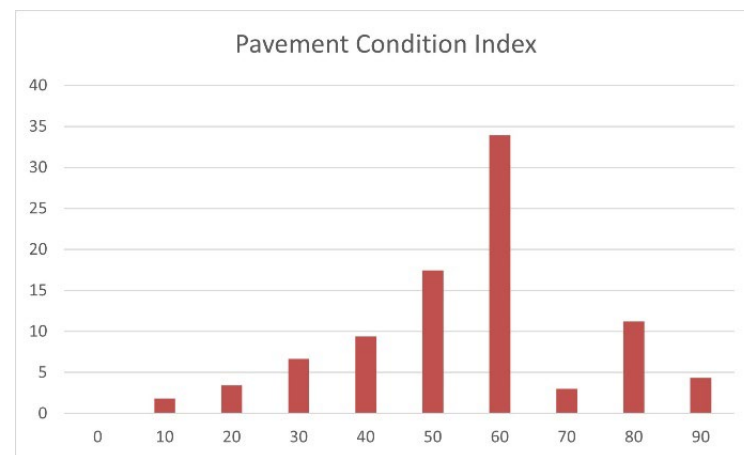
Assessment Results

Citywide PCI: 71

Recommendations – \$0 Budget



Current



Future

Scenario 1:

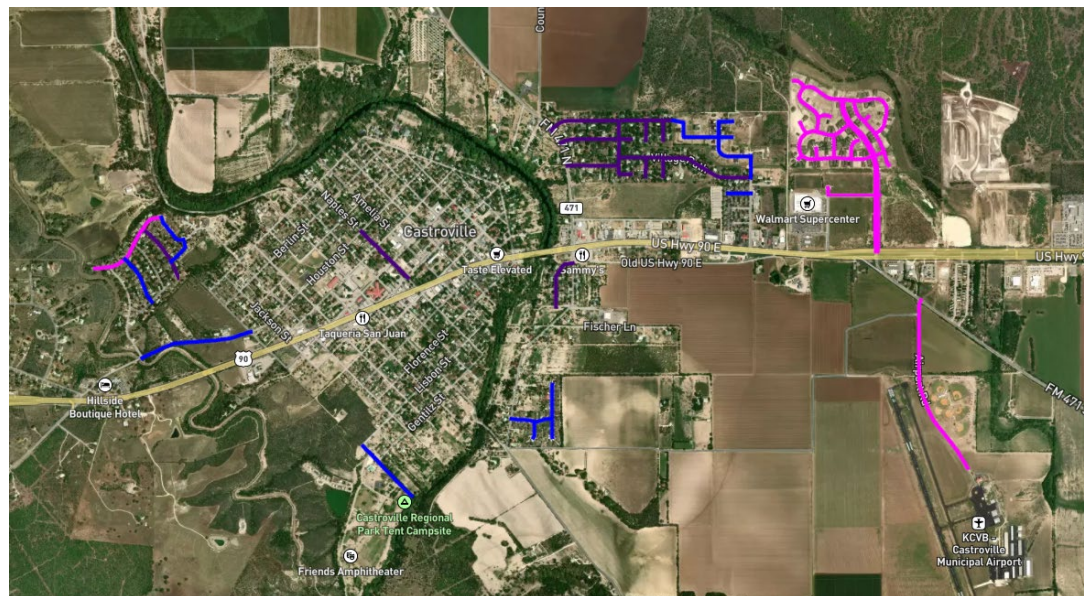
- Maintain Current Road Quality
- \$200,000 per year

Scenario 2:

- Incrementally improve over 8-12 years
- \$300,000 per year

Recommendations

Recommendations Overview



- High Density Mineral Bond – Neighborhoods
- Bonded Matrix Overlay/Reconstruct – Worst Roads
- Reinspect and Reevaluate in 2 years

City of Castroville, Texas Pavement Assessment Report and Management Plan

December 5, 2025



GoodRoads, Inc.

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Introduction

In November 2025, The City of Castroville engaged GoodRoads to conduct a pavement assessment and prepare a 3-year pavement maintenance plan. This report updates any prior assessment and presents the project scope, methodology, evaluation results, and recommendations for a comprehensive, multi-year maintenance strategy, based on the data provided by the City and the data collected by GoodRoads.

Warranties

The findings and recommendations for this property are based on information provided by participating personnel and assessment procedures described below. The observations and recommendations are time-dependent and subject to change. Cost estimates are provided as rough order-of-magnitude values and are stated in current-year dollars (2025).

These findings have been prepared in accordance with generally accepted practices. The report may be modified if additional information becomes available. No other warranty is expressed or implied. This document is intended solely for authorized users associated with this project.

Inspection Methodology

The pavement assessment was conducted in accordance with the Pavement Condition Index (PCI) methodology outlined in ASTM D6433 Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys. The evaluation process included four primary steps:

1. Data collection
2. Artificial intelligence–based distress assessment
3. Quality assurance review
4. PCI rating calculation

Each step is described on the following pages.

Data Collection (Hardware)

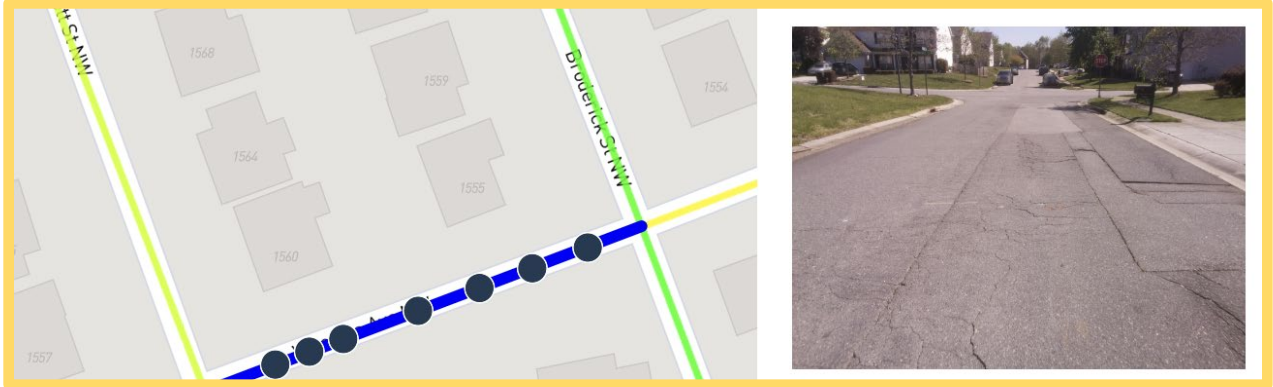
Data collection devices (i.e. “Roadies”; See Photograph 1) were mounted to a vehicle and used to capture images along all roadway segments within The City of Castroville. The system collects images approximately every 35 feet as the vehicle travels each street (See Photograph 2). After each day of data collection, the device uploads the images to a secure platform for processing.



1. Battery-powered “Roadie” mounts magnetically to the hood of any vehicle

Artificial Intelligence Assessment

The Artificial Intelligence (AI) assessment system identifies pavement distresses consistent with ASTM D6433, including distress types and severity levels. Distresses identified from roadway images are quantified by area (square footage) or other applicable unit measures.



2. Images are collected every ~35 feet as the vehicle drives on City streets

Quality Assurance (QA) Review

Following the AI evaluation, QA personnel review to confirm accuracy and completeness of the distress identification. Adjustments are made as needed prior to finalizing the dataset.



3. AI imagery output that is reviewed as part of the QA process.

Pavement Condition Index (PCI) Calculation

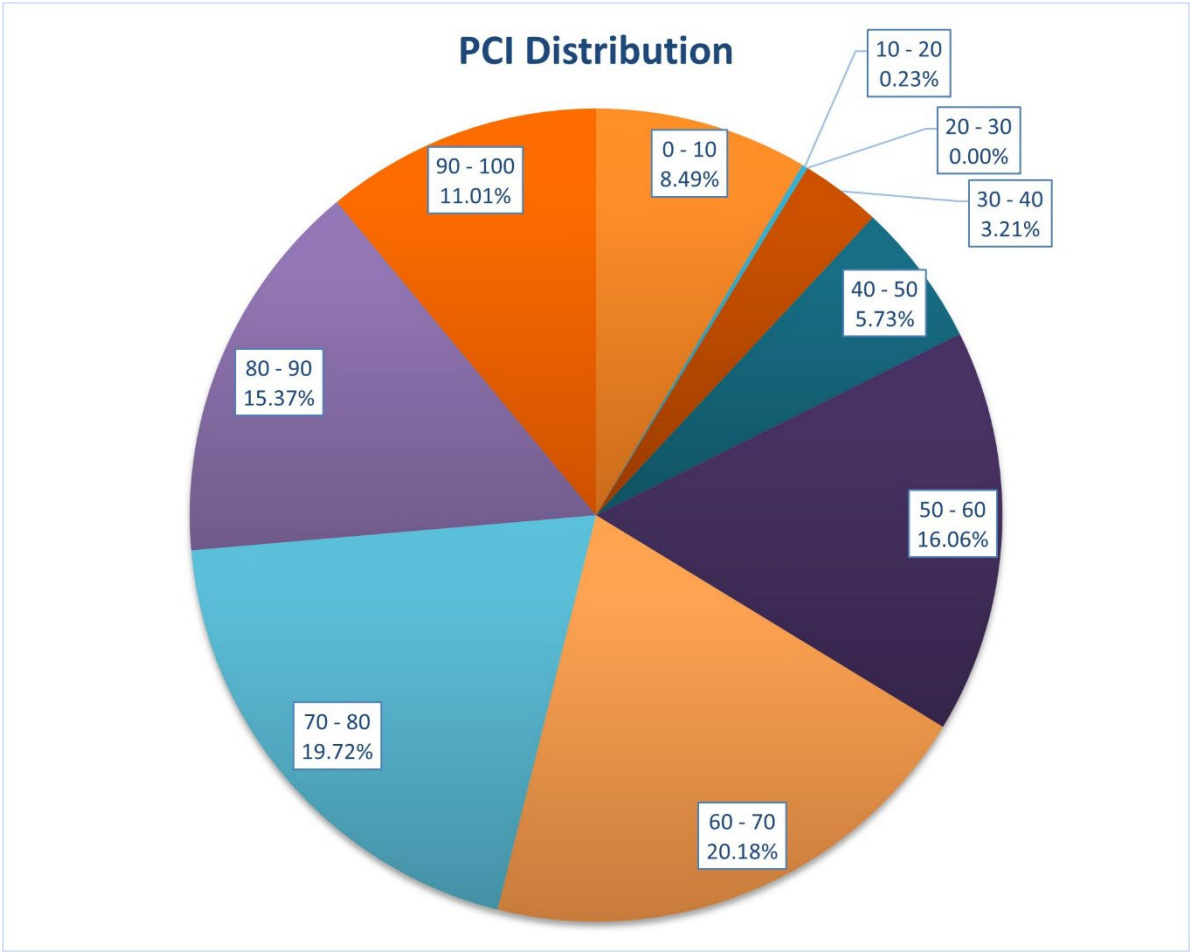
Once the QA review is complete, PCI ratings are calculated for each roadway segment which is often a city block in length. PCI values range from 0 (failed pavement) to 100 (excellent condition or "like new"). Distress data from all images on a segment are aggregated to produce a segment-level PCI score.

Results

GoodRoads evaluated approximately 36 miles of paved roadway within the City of Castroville. The network-wide weighted-average PCI is 71, with 41% of roadway miles scoring at or above a 75 PCI (recommended target).

The assessment results are summarized below, but a comprehensive and interactive database is available to the City of Castroville transportation staff through the GoodRoads software portal at <https://www.goodroads.io/>, Access includes mapping tools and color-coded PCI visualization (e.g., red = lowest condition; green = highest condition; See Photograph 5).

A graphical distribution of PCI values is shown in the figure below.



4. PCI graph illustrating all roadway segments.

Common distresses observed throughout the network include and are defined as:

Longitudinal and Transverse Cracking:

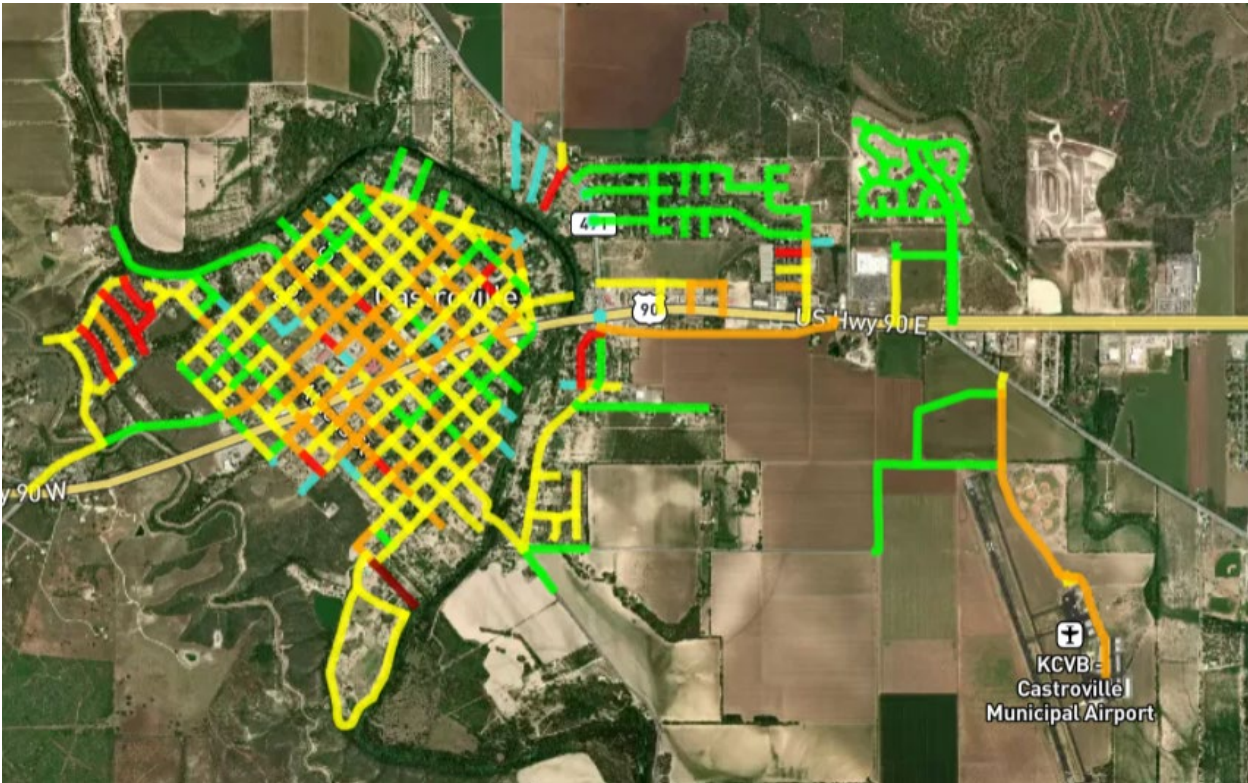
An isolated crack not part of a larger cracking pattern. It may run longitudinally or transversely and typically represents a localized surface defect rather than a structural failure. This cracking often develops from thermal expansion and contraction, minor shrinkage of the asphalt binder, or localized stresses created by turning or braking movements. They can also result from aging and oxidation of the pavement surface or from isolated construction or joint imperfections.

Block Cracking:

Interconnected cracks that divide the pavement into square or rectangular blocks, typically caused by asphalt binder shrinkage as the pavement ages and loses elasticity. It is not related to traffic loading and generally reflects temperature cycling, oxidation, and hardening of the asphalt surface.

Fatigue (Alligator) Cracking:

A series of interconnected cracks forming small, irregular pieces. It is caused by repeated traffic loading that leads to fatigue failure of the pavement structure, often due to inadequate structural support, weakened base or subgrade, or moisture infiltration.



5. Heat Map of the PCI segments from the interactive system on GoodRoads’ website

Pavement Maintenance Plan

GoodRoads has prepared a 3-year capital spend plan for the City Transportation Department. The primary goal of the City Transportation Department is to achieve safety and efficiency for the traveling public. A quality benchmark to balance this goal with cost and value in mind for a City of this size in the State of Texas would be an average PCI between 75 and 80. Currently the City's roadways are at an average PCI of 71 and approximately 15 miles of the 36 total miles of roadways meet or exceed a PCI of 75.

These recommendations are based on criteria using the Pavement Condition Index (PCI), which measures the structural and surface integrity of roadways. Lower PCI values indicate more severe pavement deterioration and require more intensive reconstruction.

Roads in the **0 – 35 PCI range** have widespread structural failures and are best addressed with full depth reclamation, which restores the roadway base and surface.

As PCI increases to the **35 – 55 PCI range**, pavements are still distressed but can often be restored with less invasive surface treatments such as bonded matrix overlay, chip seal, or in other cases, mill and overlay.

Once pavements reach the **55–70 PCI range**, deterioration is more superficial, making microsurfacing appropriate—though this method is typically avoided on residential streets.

For roads in the **70 – 100 PCI range** are considered to be in good condition, and therefore preventative maintenance such as high density mineral bond and crack sealing is the most cost-effective approach. These treatments extend pavement life, prevent water infiltration, and reduce the need for more expensive repairs in the future.

Treatment Recommendations by PCI Range

Below is a list of the treatments considered. Recommended treatments are not limited to this list. Alternative treatments should be considered due to cost, availability and adequate local resources for implementation.

PCI 0–35

- Treatment: Full Depth Reclamation or Remove and Replace
- Estimated Cost: \$25–\$80/sy

PCI 35–55

- Treatment: Bonded Matrix Overlay
 - Estimated Cost: \$12/sy
- Alternate Treatment: Mill and Overlay
 - Estimated Cost: \$25/sy

PCI 55–70

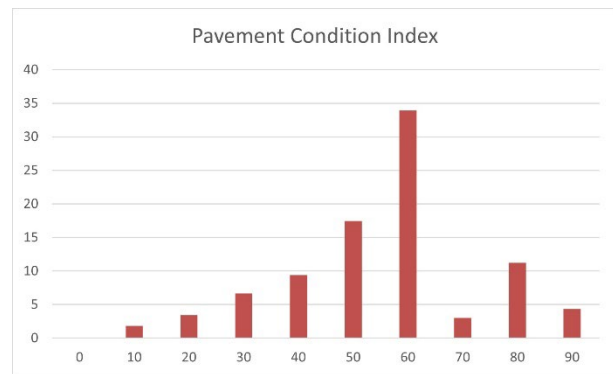
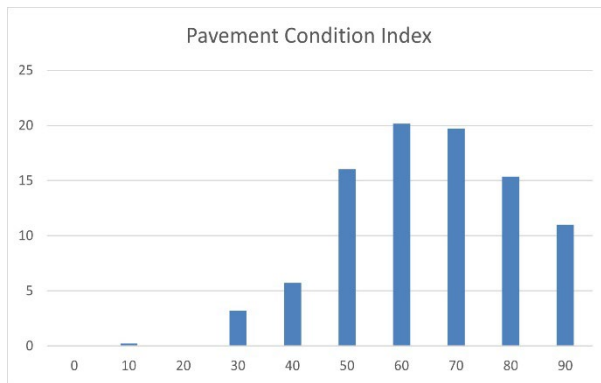
- Treatment: Microsurfacing
- Notes:
 - Not recommended for residential streets.
 - Intended for minor thoroughfares—however, the city has very few

PCI 70–100

- Recommended Treatment: High Density Mineral Bond + Crack Seal
- Estimated Cost: \$4.50/sy
- Additional Notes:
 - Crack seal elsewhere as needed at \$0.50/lf.

Zero Spend (Baseline)

Before we describe recommended budgets, let's review the rate of decline where no spend or plan is implemented, and only reactive repairs are made throughout the year. This creates no reset of the Pavement Condition Index for the individual roadway segments. Across this 3-year plan, it would be expected the PCI would drop between 2 to 3 points per year. As the average PCI declines the cost of both maintenance and replacement increases considerably.



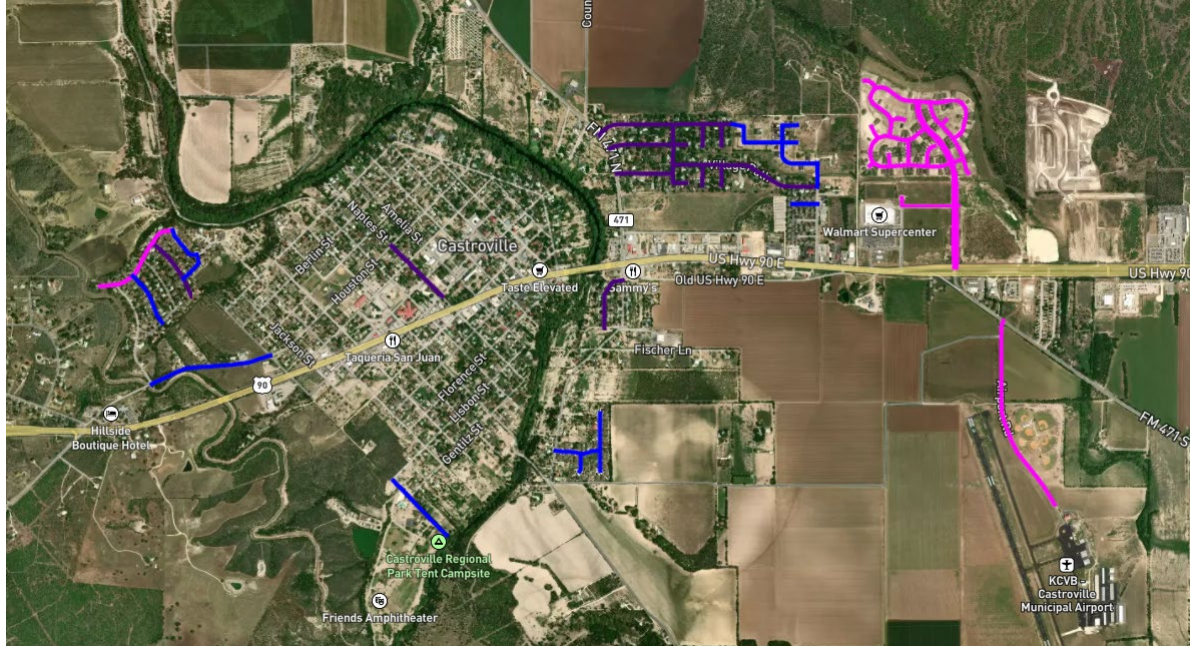
7. 3-Year Deterioration of PCI With No Planned Spend to Maintain Roadways

Scenario Summary

We have laid out two scenarios for the department's consideration. They use a methodology emphasizing corrective actions for a range of PCI's. This methodology is effective as long as the average PCI remains above approximately 65 and an average target PCI is maintained below 80. The methodology is combined with GoodRoads street grouping feature that helps prioritize larger segments of roadway, to tackle in a year. This improves economies of scale for individual projects each year. With all of these scenarios in mind, they are meant as a guide to help plan and add intentionality to the projects and budgets. Some of these recommendations calculated by GoodRoads may not fit the needs of the City, so it is important to review the results with outside criteria in mind. GoodRoads will revise these suggestions, adding more narrative and explanation to a preferred plan provided by the City.

Recommended PCI Approach (Scenario 01)

This scenario illustrates an approach that elevates the roadway condition up to a goal PCI range described above (i.e. between 75 – 80 PCI). **At this rate, it is expected the average PCI will reach the goal within 8 to 12 years, implementing a \$300,000 per year spend.**



8. Recommended average PCI Range of 75 - 80 Showing Proposed Maintenance Locations

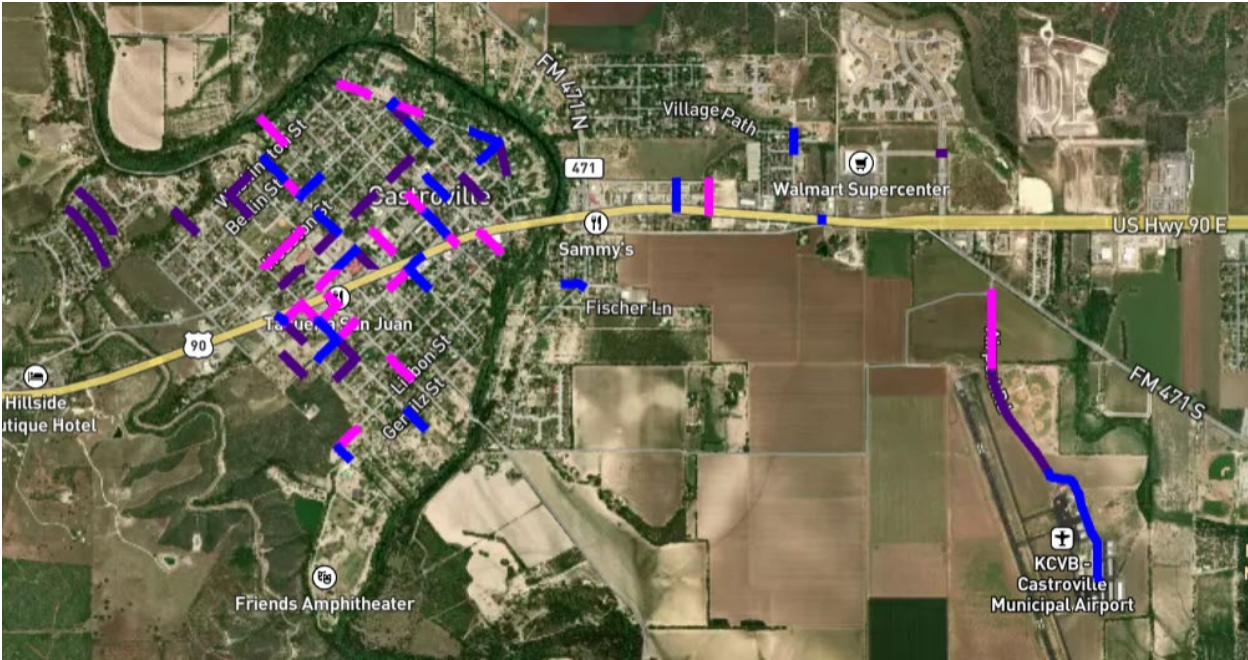
Recommended Projects by Year (Scenario 01)

Below is a chart recommending projects based on the spends determined above.

Year	Maintenance	Roadways	Cost	Miles
1	Bonded Matrix Overlay	River Knoll; Naples St from Houston St to Paris St, Karm St	\$87,000	0.6
	High Density Mineral Bond	Country Village (Neighborhood)	\$160,000	1.8
	SUBTOTAL		\$247,000	2.4
2	Bonded Matrix Overlay	River Trl, Airport Rd	\$123,000	0.9
	High Density Mineral Bond	Alsatian (Neighborhood)	\$174,000	3.0
	SUBTOTAL		\$297,000	3.9
3	Bonded Matrix Overlay	River Forrest, Geneva St, River Ct, Hollow Dr	\$88,000	0.7
	High Density Mineral Bond	Country Village Estates, Westheim Village (Neighborhoods), Old Hwy 90	\$73,000	0.9
	Reconstruct	Alsace Ave, Lisbon2End	\$119,00	0.4
	SUBTOTAL		280,000	2.0

Current PCI Approach (Scenario 02)

This scenario illustrates an approach that keeps the roadway condition consistent with the current PCI of 71. **At this rate, it is expected the average PCI will maintain its current level, implementing \$200,000 per year spend.**



9. Showing Optimized Proposed Maintenance Locations to Maintain a 71 PCI

Recommended Spend by Year

The spending illustrated above is not intended for implementation. GoodRoads recommends a spend of \$300,000 per year as described in Scenario 01, and if the City determines that is an unreasonable approach the project locations can be further prioritized at that time. Those revised spends would then be reviewed with the individual roadway sections in mind.

Conclusion and Next Steps

Summary

To avoid further degradation of the current roadways, project planning is imperative. Without budgeting pavement projects that will fundamentally improve the overall PCI of individual segments, there will be considerable decline in the roadway quality. Two scenarios have been studied. One that will improve the overall quality of the roadways over time (Scenario 01). This is the preferred method because it will maintain a safe standard while offering a visual improvement to the public. This plan will cost approximately \$300,000 per year. The second scenario is to maintain a current PCI. This reassures the condition will not decline where it will take a considerable influx of funds in the future due to excessive degradation. This plan will cost approximately \$200,000 per year.

Other criteria should be taken into consideration - things like planned below-grade utility projects, and major development or construction in and around an area. These situations may set priority over a roadway PCI. Handling longer segments of roadway at one time reduces mobilization costs and minimizes disruptions. Additional maintenance operations that are familiar and effective in the City's operations should be considered and can be added upon request (i.e. crack seal etc.).

Assessments once every other year will ensure maintenance planning remains data-driven and responsive to changing conditions.

Public Communication

Below are some public communications we have seen to be effective:

- Effective communication improves program acceptance and minimizes complaints. Recommended outreach strategies include:
 - a. Contractor-distributed flyers before and during construction
 - b. A publicly-accessible online map of planned treatments. GoodRoads can provide this service upon request.
 - c. Clear annual presentations to elected officials and the public.

Field Verification

Prior to implementing treatment activities, staff should field-verify the roadway segment to confirm treatment suitability and adjust plans as needed. It is suggested pavement cores be performed to determine pavement and stone thickness along with dynamic cone penetrometer test (DCP) to determine subgrade suitability. While GoodRoads does not provide these services, we can help the City acquire these services, upon request. Lastly, roadway drainage should be field verified, confirming no standing water needs to be addressed and no other interferences are present.

Contact Information and Resources

GoodRoads Contact Information

Chris Sunde

Chris@goodroads.oi

<https://goodroads.io>

Appendix A : Detailed List of Projects

Appendix B : PCI Assessment Results



April 09, 2025
Castroville WWTP Pond Closure
Public Meeting



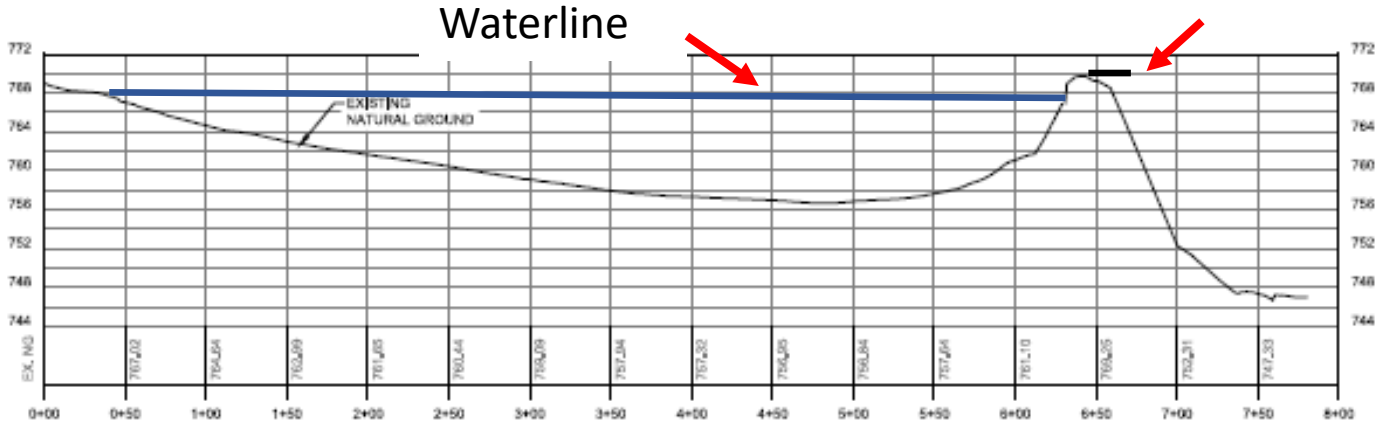
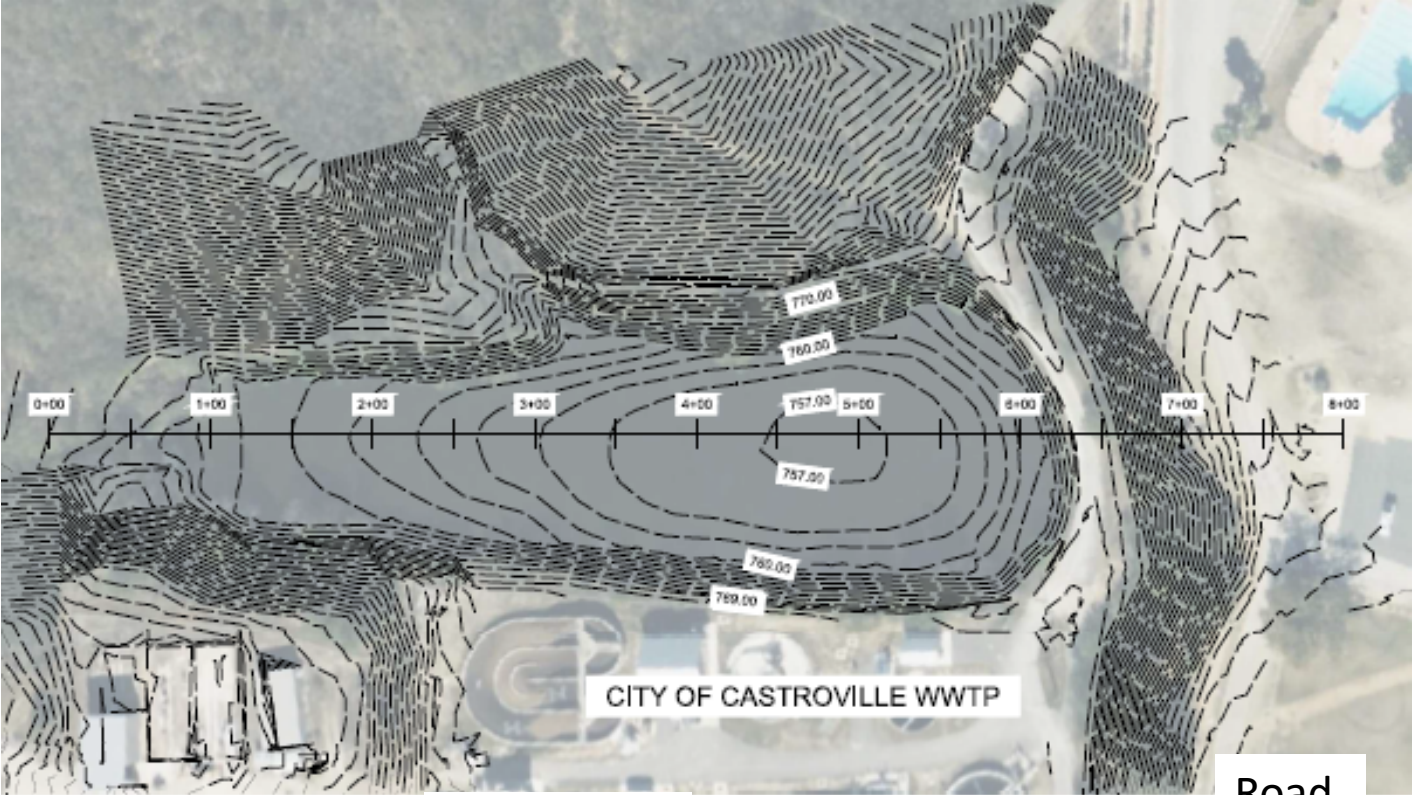
Timeline of Major Events

- TCEQ Notice of Violation Issued
- Fine Assessed
- KFriese engaged to investigate alternatives (build dam, de-water ponds)
- KFriese presentation to council
- Staff develops pond closure plan with council and KFriese
- Closure plan submitted to & approved by TCEQ

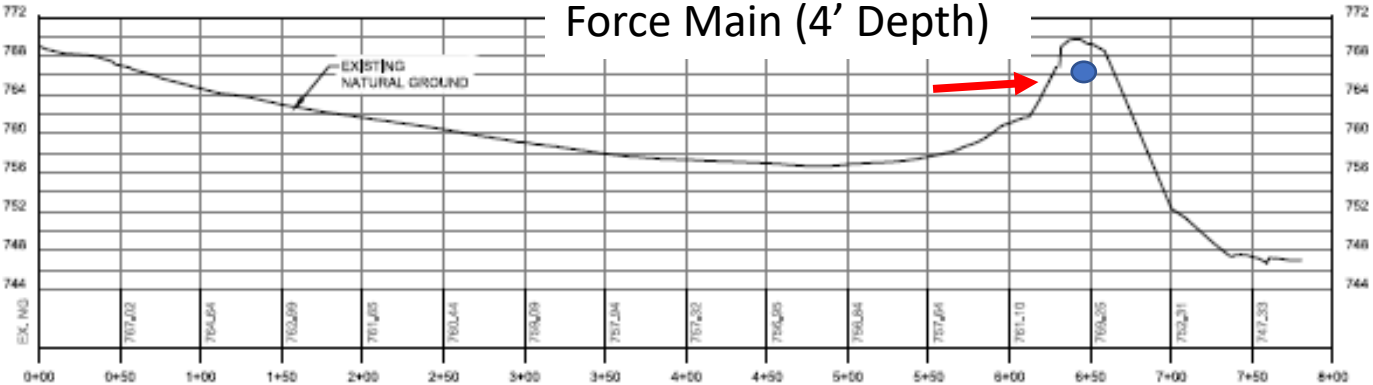
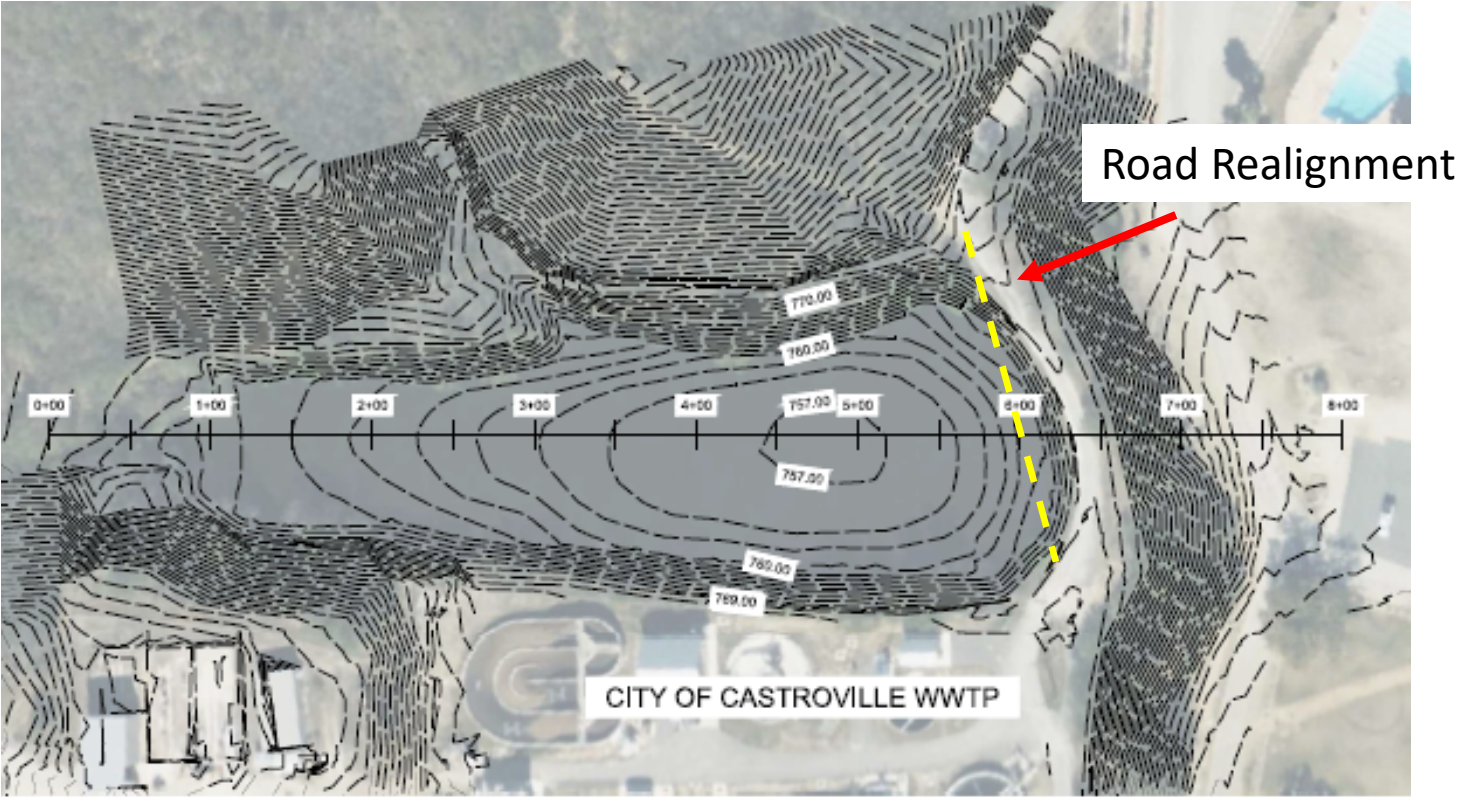
Overview of Project Area



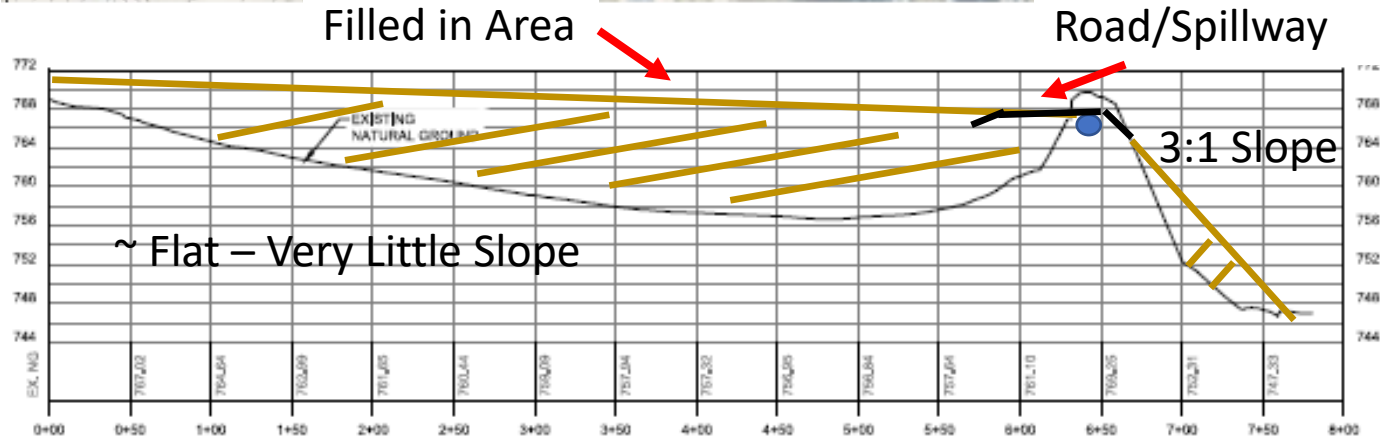
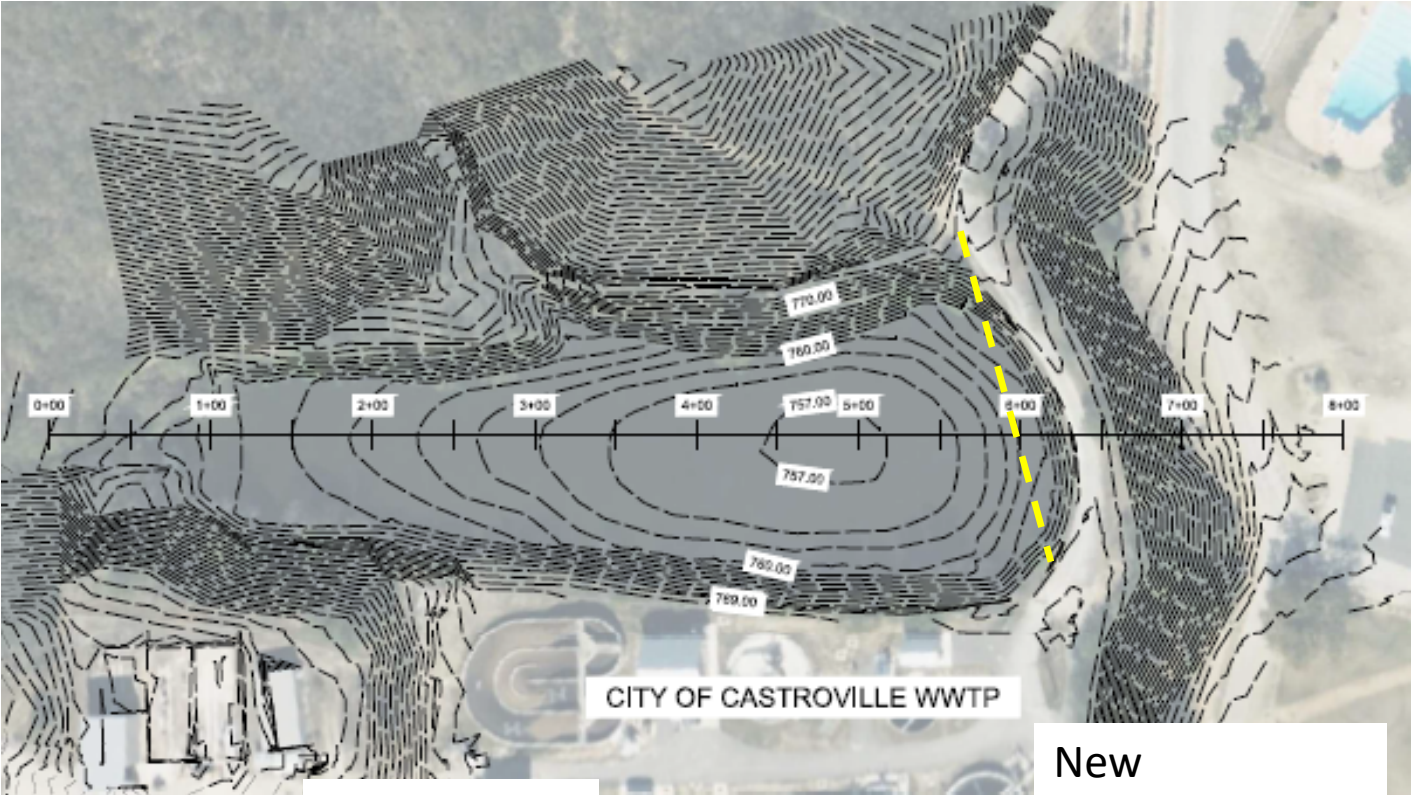
Pond 1 (East Pond)



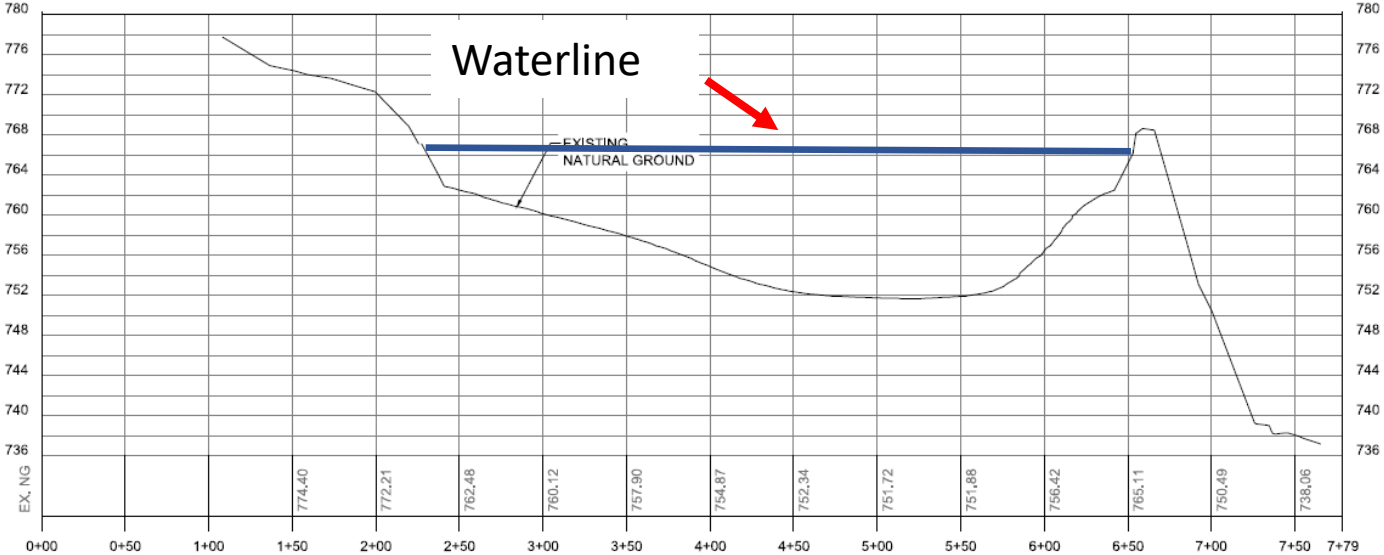
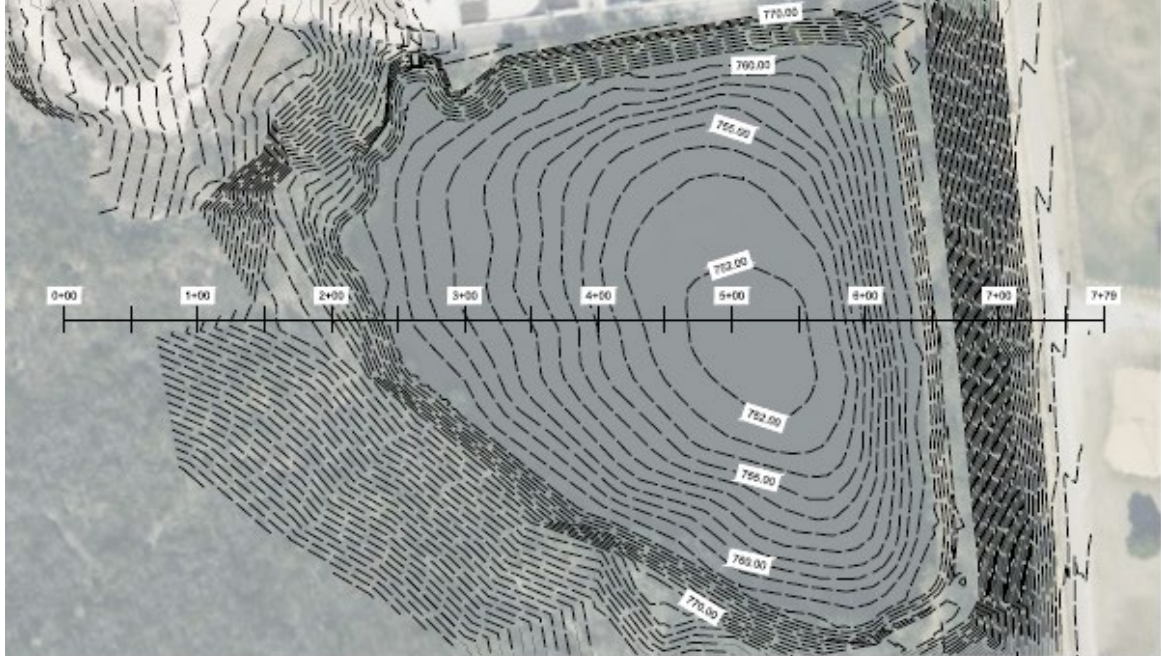
Pond 1 (East Pond)



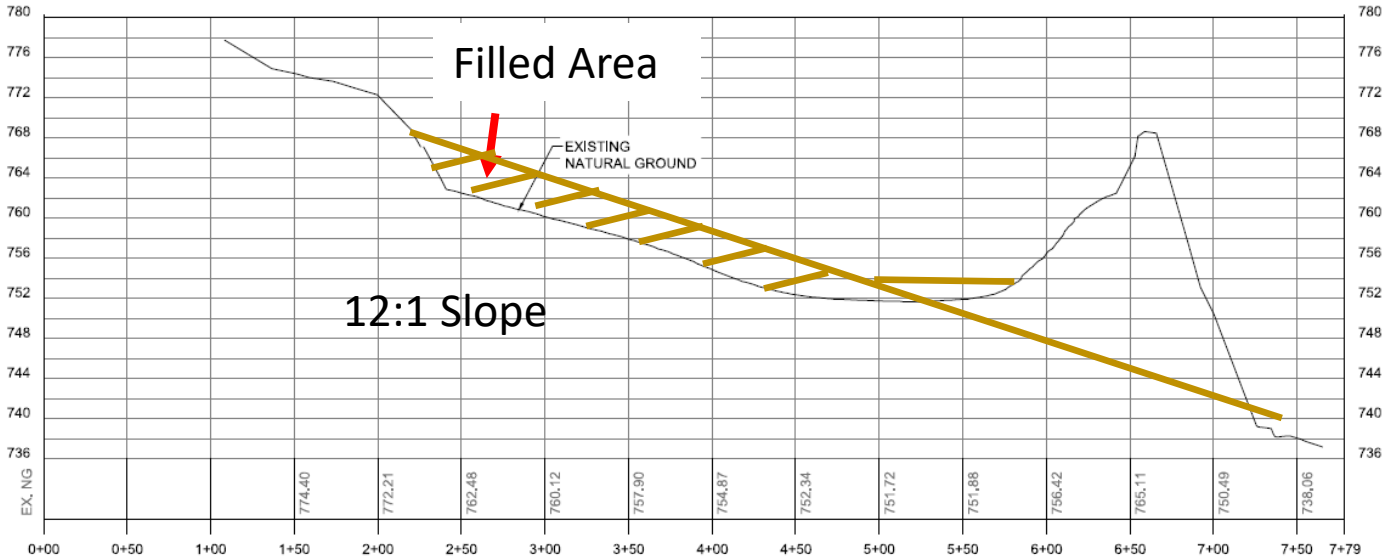
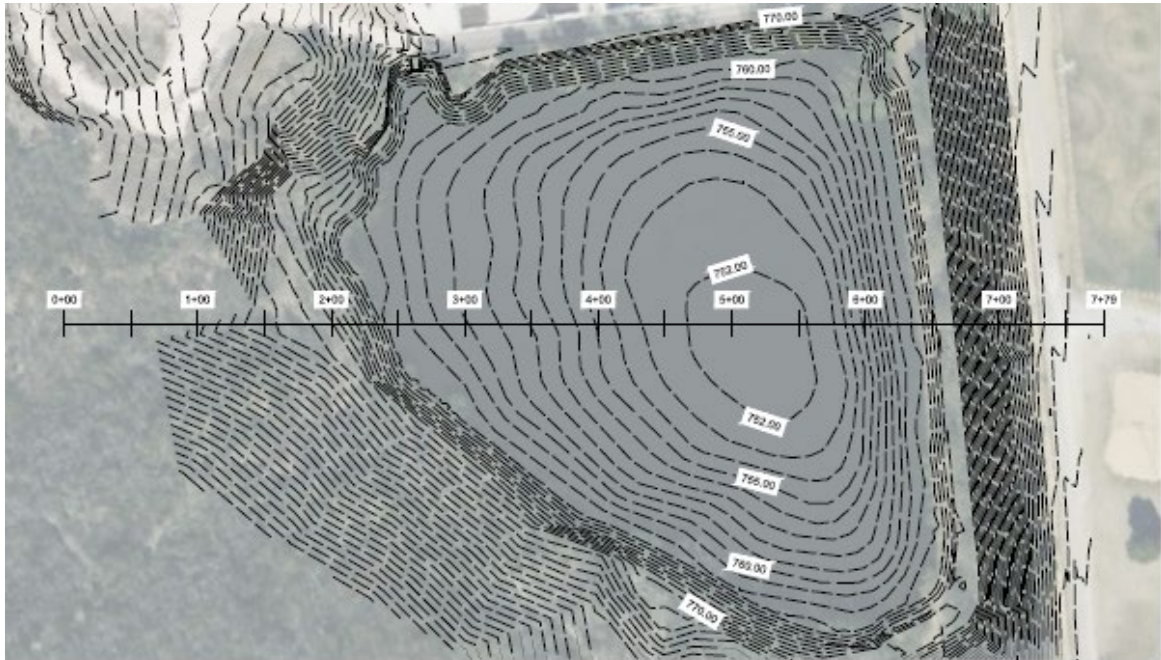
Pond 1 (East Pond)



Pond 2 (West Pond)



Pond 2 (West Pond)



Overview of Completed Project Area





Next Steps



- Establish alternate irrigation method (Immediate & On-going)
- De-water west pond (3 – 6 months – October?)
- Rent Heavy Equipment and begin large excavation (Fall '25)
- Complete fill of both ponds (Spring '27)
- Work with community on future use

Discussion & Questions



Lion's Park Splashpad





KINGFISH

REAL ESTATE | DEVELOPMENT | CONSULTING

November 7, 2025

R. Scott Dixon
 City Administrator
 City of Castroville
 1209 Fiorella St.
 Castroville, TX 78009

Dear Mr. Dixon:

We have reviewed The City's November 3, 2025 letter regarding water supply for Units 3-9 of the Flat Creek Development with KCI Technologies and offer the following responses. The verbiage in italics is from your letter.

Lack of Pressure Storage (Regulatory Concern)

The design omits any pressure storage (e.g., standpipe, hydro-pneumatic tank, or elevated tank) required by TCEQ and AWWA standards to manage transient pressures. Without this component, pressure surges from pump cycling could cause main breaks and reduce system lifespan. TCEQ has advised that such configurations are generally not approved and would require a formal rule exception.

In accordance with industry trends, KCI's proposed design utilized Variable Frequency Drive (VFD) pumps. These types of pumps are designed to provide constant pressure throughout the project flow demands. Their design allows them to ramp up or down to meet system demands and in KCI's opinion it would result in lower potential for surges than conventional pumps and reduce power costs. KCI is aware of the requirement for obtaining an exception from TCEQ and has spoken with the Public Water Supply Team about that process.

However, in view of the apparent reluctance of the City to allow their use, KCI has revised their proposed plans to use constant speed pumps and a hydropneumatic tank. The proposal will include a small jockey pump (100 +/- g.p.m.) to handle low flows and four 775 g.p.m. pumps to meet the demand with the smallest pump out of service.

Insufficient Ground Storage Capacity

The proposed 110,000-gallon tank is the absolute minimum allowed and provides no margin for growth, fire protection, or the 85% capacity rule (30 TAC 291.93(3)).

Additional analysis is needed to confirm compliance with both TCEQ and fire code requirements.

The proposed tank size is based on the TCEQ requirement of 200 gallons per day per connection. As noted in previous discussions the proposed improvements are for the Flat Creek Subdivision and do not include an allowance for growth as there are no plans to expand the development beyond the current property. At such time as the number of connections reaches 85% we will provide the City with a letter report to submit to TCEQ advising them that no growth over the 550 connections will occur and no expansion is required.

As for fire protection, the pump system is designed for a domestic demand of 1.5 g.p.m. per connection and a fire flow of 1,500 g.p.m. for a total of 2,325 g.p.m.. The original plan was to provide a 330 g.p.m. submersible pump in the well being constructed by the City. In the October 2, 2025 conference call with the City on the system design, Mayor Alexander said that the City wanted the ultimate well pump installed as part of this project and would participate with KF Flat Creek, LP due to the added cost. Based on RESPEC's plans that well pump has a design flow of 3,000 g.p.m. With an inflow of 3,000 g.p.m. into the ground storage tank the available water supply exceeds the required fire flow by 675 g.p.m.. The plant will include a standby generator sized to power the booster pumps and well.

We would suggest that the cost sharing of the well pump and upgraded infrastructure (piping, generator, etc.) required to accommodate the larger pump be based on a ratio of Flat Creek's required well capacity (330 g.p.m.) to the well pump capacity (3,000 g.p.m.). This would result in KF Flat Creek, LP being responsible for 11% of those costs and the City being responsible for 89% of the costs.

Operational Complexity and City Risk

This system's unconventional design will require specialized monitoring, training, and maintenance. Rule exceptions typically expire after three years, and no plan has been presented for renewal or for system failure contingencies. The design shifts long-term operational risk to the City without corresponding guarantees, warranties, or financial sureties from the developer.

As noted above, the revised plan now utilizes constant speed pumps and an 11,000-gallon hydropneumatic tank eliminating the perceived risk of the VFD pumps. The completed facility will come with an industry standard warranty along with any manufacturer's warranties on the components. We have always anticipated that the water solution KF Flat Creek, LP builds, is temporary and would not be in use past 3 years. This is all contingent on the City delivering on its commitment to build the elevated storage tower. Furthermore, we have changed our design to match what the City is requesting and assume that City will maintain said system until such time that the elevated storage tank comes online.

The ground storage tank, hydropneumatic tank, and booster pumps will be located on property owned by KF Flat Creek, LP and a license agreement will be granted to the City for the operation and maintenance of the facility until such time as the City constructs their proposed elevated storage tank. After the elevated tank is placed in service the ground storage tank, hydropneumatic tank and booster pumps will become the property of KF Flat Creek, LP unless the City purchases the facility.

Sincerely,



Shad Schmid
General Partner
KF Flat Creek, LP

Attachment

- Revised Flat Creek Water Plant Schematic

SB 1169
By Senator A. Hinojosa
Passed During the Texas 89th Legislative Session
Effective Immediately

Background

SB 1169 – expands the purpose and eases the process for establishing a Public Utility Agency. PUAs create a public entity umbrella where participating public entities (cities, WCIDs, Counties, etc.) can collaborate to achieve economies of scale and advance regional solutions. There is nothing mandatory under a PUA. Entities can retain the level of control they desire, maintain ownership of their utilities or transfer ownership and/or management to the PUA. There is no cross collateralization unless entities agree to jointly pursue and participate in a regional project. Debt service, in most all cases, can be placed under the PUA, preserving debt capacity of the participating public entities. PUAs can facilitate the inclusion of private capital in various projects. PUAs are governed by a board appointed by the participating public entities. PUAs are eligible for all funding options via the Texas Water Development Board.

Examples

- Several public entities wish to acquire a private or investor-owned utility that can serve multiple communities. The PUA can be the vehicle for conducting the due diligence and acquiring the utility on behalf of the participating public entities. The private or investor-owned utility does not have any role to play in the governance structure.
- Several public entities wish to collaborate in a large-scale regional project but maintain their own respective operations. The PUA can be the vehicle for that regional collaboration. The PUA can conduct the due diligence, be the applicant for public funding and program manage, design and deliver the regional project and then operate the same if desired. On regional collaboration, each entity pays their respective pro-rata share of the regional project.
- Several public entities wish to transfer ownership and/or operations to a PUA and gain economies of scale. The PUA can be the vehicle for that. Participating entities may also maintain, if they wish, rate setting authority for their users.
- Several public entities wish to purchase or secure water or electricity from a privately developed and operated project. The PUA can be the vehicle for that and serve as the regional contracting entity on behalf of the participating public entities.

In short, a PUA, as a public entity of the state, can bring numerous flexible benefits and economies of scale to public collaborating entities.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL [or Board of Directors of etc.] OF THE CITY OF _____, TEXAS, CREATING THE MEDINA COUNTY PUBLIC UTILITY AGENCY; MAKING FINDINGS OF FACT; PROVIDING FOR RELATED MATTERS; PROVIDING FOR AN EFFECTIVE DATE AND PROPER NOTICE AND MEETING.

WHEREAS, “Public Entities” are authorized pursuant to Texas Local Government Code Chapter 572 to join together to create a public utility agency to engage in the conservation, storage, transportation, treatment, or distribution of water and may join together as cotenants or co-owners to plan, finance, acquire, construct, own, operate, or maintain water facilities; and

WHEREAS, the County of Medina, the Cities of Hondo, Devine, Castroville, and La Coste, Yancey Water Supply Corporation, East Medina County Special Utility District, West Medina Water Supply Corporation, and West Medina County Water Control and Improvement District No. 2 (each individually a “Public Entity,” and collectively, the “Public Entities”) have established the Medina County Regional Water Alliance (“Alliance”) formed by an Interlocal Agreement to collaborate in developing one or more projects to meet the existing water needs and growing water demands in Medina County; and

WHEREAS, the Public Entities now desire to convert the Alliance to a public utility agency in accordance with Tex. Local Gov’t Code, chapter 572, which agency shall be known by all as the Medina County Public Utility Agency (the “Agency”), and formed to address the water needs of Medina County, Texas by developing new long-term water supply projects to serve the Public Entities’ respective constituents and customers; and

WHEREAS, the Agency will serve the best interests of their citizens and residents, and will serve as an instrument for Medina County leadership, municipalities and water service providers to provide regional coordination for the development of water supplies, and the development of long-term water supply projects to serve the Public Entities and their respective customers and constituents; and

WHEREAS, notice of consideration of this action has been published in accordance with the Texas Open Meetings Act and Texas Local Government Code § 572.054; and

WHEREAS, the Agency will be governed by a board of directors appointed by the sponsoring Public Entities named hereunder, and will not have authority to create any debt or financial obligation for or on behalf of any of the members and of any sponsoring Public Entity until such time as each Public Entity enters into a separate agreement or approval for such purpose.

NOW, THEREFORE, BE ORDAINED BY THE CITY COUNCIL [or Board of Directors of etc.] OF THE CITY OF _____, TEXAS [or county or utility] THAT:

Section 1. Finding of Facts. The above and foregoing recitals are incorporated herein as findings of fact.

Section 2. Creation of the Agency. The Medina County Public Utility Agency is hereby created and approved.

Section 3. Dissolution of the Alliance. The Medina County Regional Water Alliance is hereby dissolved.

Section 4. Agency Rules. The Agency may adopt and enforce rules reasonably required to exercise all of the Agency’s powers granted under Chapter 572 of the Texas Local Government Code or as otherwise authorized by law and to implement this Ordinance. Unless otherwise indicated by this Ordinance, or by Agency rules duly adopted by the Agency’s Board of Directors (the “Board,” more particularly defined under Section 5 of this Ordinance), matters shall be resolved by a majority vote of the Board’s directors present. A proposal to amend or repeal Agency rules related to the organization or procedures of the Board shall be made by the affirmative vote of a two-thirds majority of the entire Board. However, any proposed change or amendment regarding the appointment method, number, or terms of directors, or any modifications to this Ordinance shall require an Amendment to this Ordinance as described in Section 16 below.

Section 5. Board of Directors. The Agency shall be governed by a Board of Directors appointed by the governing bodies of each Public Entity, and assigned a place as follows:

- Place 1 representing Medina County
- Place 2 representing the City of Hondo;
- Place 3 representing the City of Devine;
- Place 4 representing the City of Castroville;
- Place 5 representing the City of LaCoste;
- Place 6 representing Yancey Water Supply Corporation;
- Place 7 representing East Medina County Special Utility District;
- Place 8 representing West Medina Water Supply Corporation; and
- Place 9 representing Medina County Water Control and Improvement District No. 2.

Each Public Entity is entitled to one Director representative on the Agency’s Board of Directors (“Director”). No Public Entity shall have more than one Director appointed to the Board at a time, provided however that each Public Entity may appoint a Director-alternate (“Alternate”). A properly appointed Alternate shall have all the powers of a Director, but only in the event the Director is unable to temporarily perform their duties due to conflict, convenience, or vacancy. In the event of vacancy, the Alternates shall become the Director on an interim basis until the Public Entity appoints a new Director. If any portion of this Ordinance is construed to conflict with Tex. Local Gov’t Code § 572.057, Tex. Local Gov’t Code § 572.057 shall prevail.

Section 6. Public Entity Agency Participants. The Agency participants comprise each of the following Public Entities: County of Medina, the cities of Hondo, Devine, Castroville, LaCoste, Yancey Water Supply Corporation, East Medina County Special Utility District, West

Medina Water Supply Corporation, and Medina County Water Control and Improvement District No. 2, provided each Public Entity adopts this Ordinance. If any Public Entity does not adopt this Ordinance, that Public Entity shall not be a participant of the Agency, and this Ordinance shall be construed as though that Public Entity is not a participant until such time the Public Entity adopts the Ordinance.

The Agency may add additional members, and members may withdrawal from the Agency, only in accordance with chapter 572 of the Tex. Local Gov't Code.

Section 7. Director Qualifications. A Director of the Board must reside in the territory or certificate of convenience and necessity of its appointing Public Entity and be a registered voter. Directors appointed by Medina County must reside in the unincorporated area of the County. Any Public Entity may appoint an employee, officer, or member of the Public Entity's governing body to serve as a Director of the Board without regard to residency.

Section 8. Votes of Directors. Directors are entitled to vote on all matters before the Board, including all projects to be considered by the Board in all service areas of the Agency. Unless otherwise provided under this Ordinance or applicable law, all actions or decisions of the Board shall require an affirmative vote of a majority of the Directors present at a duly called meeting of the Board, provided that a quorum is present. Unless otherwise provided under this Ordinance or applicable law, all Directors are entitled to one vote, and each vote shall be given equal weight.

With specific respect to capital improvement projects, Agency approval of construction and professional services contracts, real property transactions, and related expenditures shall require approval by a majority of the weighted voting interests of Directors present at a duly called meeting of the Board, provided that a quorum is present. Each Director shall be vested with a percentage of voting interests directly proportional to the percentage of financial interest that Director's Public Entity has committed to the particular capital improvement project at issue as reflected by a cost sharing agreement among participating Public Entities. If a cost sharing agreement has not been entered at the time of the vote, each Director shall be vested with a percentage of voting interests directly proportional to the quantity of metered service connections each Public Entity serves as reflected by the Texas Commission on Environmental Quality's most recently published data.

Section 9. Terms of Directors. The Initial Directors shall serve staggered terms to be determined by drawing lots at the initial Agency meeting to serve a term of either one, two, or three years. Each Director, other than an Initial Director, shall serve a three-year term, and the term for each Director position shall begin on the date a Director is first appointed to the position. Members of the Board may serve consecutive terms. Any Director may be removed from office at any time, with or without cause, by the Public Entity that appointed such Director.

The Board may establish a category of Ex Officio Directors and may provide for the duties and responsibilities of the Ex Officio Members in bylaws, rules, or regulations to be adopted by the Board. Any person designated as an Ex Officio Member of the Board is entitled to notice of, and to attend, meetings of the Board.

Section 10. Board Procedures. The Board shall prepare and adopt bylaws for the Agency, and shall hold regular, special, or emergency meetings at times and on days or dates as specified in those bylaws. A majority of the Directors constitutes a quorum for the transaction of Agency business, and approval of at least a majority of the Directors present at a meeting is necessary for approval of any matter coming before the Board, except in a situation in which a weighted vote is required. If a weighted vote is required, a majority of the weighted vote of all Directors eligible to vote is necessary for approval of any matter coming before the Board. The Board shall provide in its bylaws for the method of execution for all contracts, the signing of checks, and the handling of any other matters approved by the Board. The Board shall annually elect new officers.

Section 11. Board Officers. The Officers of the Board shall consist of the President, one or more Vice-Presidents, a Secretary, and a Treasurer, which will be elected by the Board. The Secretary, Assistant Secretaries, Treasurer, and Assistant Treasurer are not required to be members of the Board. The President shall be the chief executive officer of the Agency and shall preside over the meetings of the Board. Any Vice-President may perform all duties and exercise all powers conferred on the President when the President is absent or fails, refuses, or is unable to act. The Secretary of the Board or one of the Assistant Secretaries is responsible for keeping the minutes of the meetings of the Board and all official records of the Board and may certify as to the accuracy or authenticity of any actions, proceedings, minutes, or records of the Board or of the Agency. The duties of the other Officers may be provided in the bylaws of the Agency.

Section 12. Employees. The Board may appoint and employ all persons, firms, corporations, partnerships, and other entities considered necessary to conduct the affairs of the Agency, including engineers, attorneys, financial advisors, accountants, a general manager, and other employees or consultants.

Section 13. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is adopted was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Ch. 551, Tex. Gov't. Code*. The regular meeting place of the Board shall be at a place designated in the bylaws.

Section 14. General Powers and Authority. The Agency is formed pursuant to the provisions of Chapter 572 of the Texas Local Government Code (the Act) to assist and act on behalf of the Public Entities and to engage in activities in the furtherance of the purposes of its creation, and it shall have and may exercise all of the rights, powers, privileges, authority and functions given to Public Entities under Subchapter C of the Act, together with all of the other power, privileges, authority and functions given by State law. The Agency is organized and created by Medina County, the Cities of Hondo, Devine, Castroville, LaCoste, Yancey Water Supply Corporation, East Medina County Special Utility District, West Medina Water Supply Corporation, and Medina County Water Control and Improvement District No. 2 (collectively, the Public Entities). The term "Public Entities" shall have the meaning given in Subchapter C of the

Act, and the defined term “Public Entities” shall mean and include the above named Public Entities and each additional Public Entity that becomes a member of the Agency.

Section 15. Service Area. The Agency’s service area shall consist of the following:

- 1. Territory in Medina County;
- 2. Service areas of Public Entities;
- 3. Service area of any future customers of the Agency; and
- 4. General area where any infrastructure owned by the Agency is located.

Section 16. Additional Powers and Authority. The Agency shall have all other powers of a like or different nature not prohibited by law that are available to governmental entities in Texas and which are necessary or useful to enable the Agency to perform the purposes for which it is created, including the power to issue bonds, notes, or other obligations, and otherwise exercise its borrowing power to accomplish the purposes set forth above; provided the Agency shall not issue bonds, notes, or any debt obligation, or by contract undertake a financial obligation, that will not be funded by funds available, or revenues of the water and wastewater utilities, systems, and facilities constructed or purchased, or by binding contractual commitments made by Public Entities and legal entities to purchase increments or portions of the water and wastewater utilities, systems and facilities that are constructed or purchased. The Agency may acquire, by purchase, any land, easements, rights-of-way, or other property or improvements inside or outside the Agency’s service area, that are needed or are appropriate to carry out the powers and functions of the Agency.

Section 17. Governmental Body. The Agency is created as a local governmental entity pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (2), Sec. 101.001, Tex. Civ. Prac. & Rem. Code. The operations of the Agency are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Sec. 101.001 et seq., Tex. Civ. Prac. & Rem. Code.

Section 18. Amendment. Amendment to any provision within this Ordinance requires each Public Entity to adopt a concurrent Order or Ordinance that includes the amendment.

Section 19. Fiscal Year. The fiscal year of the Agency shall begin October 1st of year; provided the first fiscal year shall begin upon the effective date of the Agency, and end September 30, 2026.

Section 20. Effective Date. This Ordinance shall take effect immediately upon adoption and the Effective Date for creation of the Agency shall be the date that the last Public Entity named herein shall approve of an Order or Ordinance substantially identical to this Ordinance.

ADOPTED, APPROVED AND PASSED by the **City Council [or Board of Directors of etc.]** of **the City of** _____, Texas, on the ___ day of _____, 2026.

CITY OF _____, **TEXAS**

NAME, TITLE, ENTITY

ATTEST:

NAME, TITLE, ENTITY

From: [Cole Ruiz](#)
To: ["Scooter Mangold"](#); [Yancey WSC](#); [Roland Deleon](#); [levans@emcsud.dst.tx.us](#); [Keith Lutz](#); [Margaret Swyers](#); [mayor@hondo-tx.org](#); [John Naron](#); [mayorbutch@cityofdevine.com](#); [cityadministrator@cityofdevine.com](#); [tcate@sbqglobal.net](#); [Scott Dixon](#); [Bruce Alexander](#); [John Gomez](#); [Ricardo Carrasco](#); [jeremy.johonnett@yahoo.com](#); [d.rawlings@cityoflacoste-tx.org](#); [l.buenger@cityoflacoste-tx.org](#); [awhorton@whortonlaw.com](#); [Steve Myers](#); [snoopyfire.447@hotmail.com](#); [medinacowcid@swtexas.net](#)
Cc: [Stephen Malish](#)
Subject: Notice and Concurrent Ordinance Creating the Medina County Public Utility Agency
Date: Wednesday, January 7, 2026 7:25:24 PM
Attachments: [image783655.png](#)
[image707026.png](#)
[image123209.png](#)
[image647759.png](#)
[image565966.png](#)

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Medina County Regional Water Alliance members,

You should have received from me this afternoon two documents by email relating to the creation of the Medina County Public Utility Agency. The first document is the concurrent ordinance, which I tailored to each of your respective entities to the best of my ability. The second document is the required notice, which must be published once a week for two consecutive weeks in a newspaper of general circulation in Medina County by each participating entity. The first of those notices must appear **at least 14 days prior to the date** of the meeting at which the public entity intends to adopt the concurrent ordinance. There are some highlighted sections where you'll need to insert some basic information, particularly on the notice (names, dates, locations, etc.).

The "concurrent ordinance" adopted by the participating entities must be substantively identical to each other. **So please let me know by Wednesday, January 14, close of business, if you have any questions, comments, concerns, or proposed changes to the ordinance language.**

After each entity has adopted the concurrent ordinance, we'll need to dissolve the Alliance in accordance with the interlocal agreement. This can be done by adopting a simple resolution. Each entity's governing body will have to adopt their own resolution. I can draft a simple template resolution than be used by each entity. **However, I propose that we don't dissolve the Alliance until after the PUA has been established.**

Please call or email me if you have any questions.

Thank you,
 Cole

COLE RUIZ
 Principal
 512-322-5887 Direct



Lloyd Gosselink Rochelle & Townsend, P.C.
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****ATTENTION TO PUBLIC OFFICIALS AND OFFICIALS WITH OTHER INSTITUTIONS SUBJECT TO THE OPEN MEETINGS ACT ****

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**NOTICE OF INTENT TO CREATE THE
MEDINA COUNTY PUBLIC UTILITY AGENCY**

[Entity Name]

Notice is hereby given that [ENTITY NAME] intends to jointly create and join the Medina County Public Utility Agency (“MCPUA”) as a participating public entity in accordance with Chapter 572 of the Texas Local Government Code.

The MCPUA’s proposed initial participating public entities include Medina County, Yancey Water Supply Corporation, East Medina County Special Utility District, West Medina Water Supply Corporation, Medina County Water Control and Improvement District No. 2, and the cities of Hondo, Devine, Castroville, and LaCoste, Texas.

The [ENTITY NAME] [“Board of Directors” or “City Council”] will consider a concurrent ordinance establishing and joining the MCPUA as participating public entity on the following date, time, and location.

[INSERT DATE OF MEETING]
[INSERT TIME OF MEETING]
[INSERT ADDRESS/LOCATION OF MEETING]

The MCPUA will be created upon the adoption of a concurrent ordinance by at least two of the participating public entities named herein.

For additional information regarding [ENTITY NAME]’s participation in and creation of the MCPUA, please contact:

ENTITY NAME
ADDRESS
PHONE
EMAIL