



**CITY OF CASTROVILLE CITY COUNCIL
SPECIAL CALLED MEETING
1209 FIORELLA
Tuesday
June 09, 2020
5:00 p.m.**

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

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Invocation
- V. 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 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. Unauthorized remarks from the audience, stamping of feet, whistles, yells and similar demonstrations/distractions will not be permitted. No placards, banners, or signs will be permitted in the Chambers or in any other room in which the council is meeting. 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 May 12, 2020 Special Called Council Meeting.
- VII. Nominate and appointment of a Mayor Pro Tem.
- VIII. Discussion and appropriate action on an ordinance awarding a franchise contract within the City of Castroville to Waste Management of Texas, Inc. for the collection and disposal of solid waste.
(Chris Cox, Area Manager Waste Management) (Tabled from May 12, 2020)
- IX. Discussion and appropriate action on a variance request for the proposed subdivision of Country Village Estates, Phase I to allow the minimum street frontage to be less than 80 ft., for lots on the presented plat that do not meet the requirement as required by Castroville Code of Ordinances Chapter 100 Subdivisions, Section 100 -54 , Lots. *(Breana Soto, Community Development Coordinator)*
- X. Presentation on roles of the Castroville Area Economic Development Council and GoMedina with the City of Castroville. *(Arnie Dollase, Chairman of CAEDC and Phyllis Santleben, Mayor)*

- XI. Discussion and appropriate action on re-opening of city facilities and parks to the public.
(*Leroy Vidales, Interim City Administrator*)
- XII. Presentation on draft ordinance on Council Policies and Procedures. (*Debra Howe, City Secretary*)
- XIII. Appointment of Board Liaisons. (*Phyllis Santleben, Mayor*)
- XIV. Updates from City Staff on: (Verbal Report)
 - a. Tree Trimming
 - b. Departmental procedures for afterhours service/emergency calls.
- XV. Discussion on future agenda items.
- XVI. 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 June 5, 2020 before 6:00 p.m.



Debra Howe
City Secretary

**CITY OF CASTROVILLE CITY COUNCIL
SPECIAL CALLED COUNCIL MEETING**

**1209 Fiorella
City Council Chambers**

May 12, 2020

Tuesday

5:00 P.M.

MINUTES

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

The public was able to participate in this meeting by dialing in to with the following telephone number: **1 866-899-4679** and **enter access code 776-887-549** when prompted. The public was permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. Written questions or comments were submitted up to two hours before the meeting. A recording of the telephonic meeting will be made and will be available to the public in accordance of the Texas Public Information Act upon request.

I. CALL TO ORDER

The meeting was called to order at 5:00 p.m. by Mayor Phyllis Santleben. (Via telephone)

II. ROLL CALL

Present:

Mayor Pro Tem Herb Dyer
Councilmember Paul Carey
Councilmember Jesse Byars
Councilmember Todd Tschirhart

Leroy Vidales, Interim City Administrator/Finance Director
Debra Howe, City Secretary
Brian Jackson, Police Chief
John Gomez, Public Works Director
David Kirkpatrick, Airport Manager
Devin Fredrickson, Parks and Recreation Director

Others in attendance via telephone:

Mayor Phyllis Santleben
Councilmember Sheena Martinez
Cynthia Trevino, City Attorney, Denton, Navarro, Rocha, Benal and Zech

III. PLEDGE OF ALLEGIANCE

IV. INVOCATION

Councilmember Paul Carey gave the invocation.

V. Acknowledgement of outgoing District 3 and District 5 Councilmembers

On behalf of the Mayor, City Council, and City Staff, City Secretary Debra Howe presented councilmembers from District 3 Jesse Byars and District 5 Herb Dyer clocks with an inscription of appreciation for their service to the community.

VI. Swear-In Ceremony of new District 3 and District 5 Councilmembers

City Secretary Debra Howe swore in new councilmembers Phil King, District 3 and Darrin Schroeder, District 5. They took their place at the dioceses.

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. Unauthorized remarks from the audience, stamping of feet, whistles, yells and similar demonstrations/distractions will not be permitted. No placards, banners or signs will be permitted in the Chambers or in any

No one telephoned in requesting to speak.

VIII. CONSENT AGENDA

A. Minutes for April 28, 2020 Special Called Council Meeting.

A motion was made by Councilmember Carey and duly seconded by Councilmember Tschirhart to approve the consent agenda. A vote was taken (3 ayes: 0 nays: 2 abstain (King and Schroeder) the motion carried by all present.

IX. Discussion and appropriate action on an ordinance awarding a franchise contract within the City of Castroville to Waste Management of Texas, Inc. for the collection and disposal of solid waste. (Via phone, Chris Cox, Area Manager Waste Management) *(Mr. Cox did attend in person)

Mayor Santleben clarified the current contract rates had not increased for the last three years. Waste Management Area Manager Chris Cox confirmed the contracted pricing had not changed. Mr. Cox said they were looking to implement the new rates to the city in the fall. Mr. Cox said this contract did include the current household hazard pickup option, a larger recycle reciprocal - 96 gallons, but kept the same sized trash reciprocals. Councilmember Tschirhart asked if city staff was comfortable with the new contract. Interim City Administrator Leroy Vidales said they had reviewed and did not have any issues. Councilmember King said he was happy with the larger recycle bins, as he had tried to get larger bins the last time he was on council but it would have been an additional cost. Mr. King did have concerns with the reduction of the size of bundles of the bulk waste and brush from 8 cubic yards to 4 cubic yards with brush included in that equation. He felt this reduction would be met with pushback from some citizens. Mr. Cox said it was less in size but would be a monthly service now. Mr. Cox explained the company was going to a different type of bulk/brush truck with an automated service and this required the size to be reduced to pick up properly. Mr. King wanted to at least, have an option in the contract for 6 and 8 cubic yard pricing. Councilmember Martinez agreed with Councilmember King that reducing the size of the bundles would be an issue. She was not in favor. Councilmember Tschirhart asked how the company determined if the bundles were too large. Mr. Cox said they physically measure the bundles. Mr. Cox said his company wanted to work with the city and could look at additional options stating

they had always, free of charge, helped with storm debris and provided trash dumpsters for the Medina Valley ball fields. Mr. King said under the contact with the baseball association the city was under no obligation to provide the Medina Valley Baseball Association with trash service and was unclear as to how this started. Mr. Cox said the city might look at having a drop off area for citizens to drop off additional debris for pickup (the city had one roll-off at the public works at this time). He also recommended educating the citizens on what the appropriate size was to set out for the new trucks. Councilmember Schroeder wanted to see an itemized cost for 4, 6, and 8 cubic yards and additional bulk collection itemized out. Councilmember Carey said he would like to see a model of 8 yards or 6 yards as a compromise, not just 4 yards brought back.

A motion was made by Councilmember Carey and duly seconded by Councilmember King to table the item to allow Mr. Cox to bring back an option of a 6 cubic yards brush pick up module. A vote was taken (5:0 all ayes) the motion carried by all present.

X. Discussion and appropriate action on an ordinance repealing and replacing Chapter 54, of the City of Castroville Code of Ordinances, relating to floods and flood damage preventative; providing for severability; and providing for publication and an effective date. (Breana Soto, Community Development Coordinator)

Community Development Coordinator Breana Soto briefed the city council on the updated flood plain maps received from FEMA. Ms. Soto said the last update had been in 2012 and the proposed changes had very minimum impact to the city. Councilmember Carey said the new data had been based on the current SAWS map and had scientific information to base the changes on. Councilmember Schroeder verified this final map was the same as the preliminary map they had reviewed. Ms. Soto confirmed this.

A motion was made by Councilmember King and duly seconded by Councilmember Carey to adopt an ordinance repealing and replacing Chapter 54, of the City of Castroville Code of Ordinances, relating to floods and flood damage preventative; providing for severability; and providing for publication and an effective date. A vote was taken (5:0 all ayes) the motion carried by all present.

XI. Discussion and appropriate action on a request for a traffic calming study on Athens and Madrid Streets at Elementary School for speed control. (Phyllis Santleben, Mayor)

Mayor Santleben briefed the city council on the email she had received from the citizens who lived on Athens and Madrid Streets near the elementary school. Mayor Santleben said Mr. Milton Theis, one of the residents, was to have spoken on the request but he was not in attendance nor on the phone. Mayor Santleben said they had originally wanted speed bumps installed to help control the speed but after speaking with the police department, a traffic study would be the first step. Councilmember King said they could look at making it a one way but he not sure about installing speed bumps. Councilmember Schroeder clarified the study was to achieve speed reduction and no cellphones in the school zone. Mr. Schroeder asked, if the city had the personnel to do the study or could they not just cite the speeders. Mayor Santleben said the police department could put the speed control machine in the area.

A motion was made by Councilmember King and duly seconded by Councilmember Carey to direct the police department to complete a traffic calming study on Athens and Madrid Streets at the Elementary School for speed control. A motion was taken (5:0 all ayes) the motion carried by all present.

XII. Discussion and appropriate action on a request for funds from the Chamber of Commerce to purchase banners supporting the 2020 Medina Valley graduating class.
(Chrystal Molina COC, Phyllis Santleben, Mayor)

Mayor Santleben briefed the city council on receiving a request from Chrystal Molina of the Chamber of Commerce on a request for funds to purchase banners promoting the 2020 senior graduating class due to the COVID-19 cancelling all activities. Mayor Santleben said she passed along to Interim City Administrator Leroy Vidales to follow up on the request. Mr. Vidales said he had reached out to Ms. Molina, but she had not provided any additional information before the meeting. No one from the chamber was in attendance nor on the phone. Mr. Vidales understood that someone was donating the printing of the banners but he did not have any additional information. Councilmember King said he had contacted the high school and they were making signage of the seniors and there would be a graduation ceremony later in the summer. He also said he had contacted a chamber member and they were unaware of this request. Councilmember King felt this should be tabled or denied due to lack of supporting materials. Councilmember Carey agreed on the denial due to lack of information.

A motion was made by Councilmember King and duly seconded by Councilmember Carey to deny the request for funds from the Chamber of Commerce to purchase banners supporting the 2020 Medina Valley graduating class due to a lack of information. A vote was taken (5:0 all ayes) the motion carried by all present.

XIII. Discussion and appropriate action on an Ordinance amending the official paper to appoint the Castroville/Hondo Anvil. *(Debra Howe, City Secretary)*

City Secretary Debra Howe briefed the city council on the ordinance amending the official paper. Ms. Howe said due to the death of the owner and closing of the Castroville NewsBulletin office the city council needed to appoint a new official paper for publications.

A motion was made by Councilmember Schroeder and duly seconded by Councilmember Tschirhart to adopt an ordinance amending the official paper to appoint the Castroville/Hondo Anvil as the official newspaper. A vote was taken (5:0 all ayes) the motion carried by all.

XIV. Discussion and appropriate action on cancelling the regular called meeting on May 26, 2020.
(Debra Howe, City Secretary)

City Secretary Debra Howe briefed the city council on cancelling the regular called meeting on May 26, 2020. Ms. Howe said for several years the city council had cancelled the second meeting in May due to the Memorial Day holiday.

A motion was made by Councilmember Tschirhart and duly seconded by Councilmember Carey to cancel the regular called meeting on May 26, 2020. A vote was taken (5:0 all ayes) the motion carried by all present.

XV. Discussion and possible action on Report on Airport Property Analysis.
(David Kirkpatrick, Airport Manager)

Airport Manager David Kirkpatrick provided a detailed report on the Airport property analysis for city council review. Councilmember King asked that the city council have a discussion on this

information at a future meeting due to the amount of materials provided. Mayor Santleben said she had several questions and felt the airport needed to be self-supporting, not as she felt supported by the citizens. Mayor Santleben asked City Attorney Trevino if the report was a legal document.

Ms. Trevino said she had reviewed the report, but it was not a legal document, it was an in-depth report to bring the city council up to date. The other council members agreed the report should be discussed at a work session.

A motion was made by Councilmember King and duly seconded by Councilmember Carey to discuss the report on Airport Property Analysis at a future meeting. A vote was taken (5:0 all ayes) the motion carried by all present.

XVI. Discussion and appropriate action on approving the opening of Regional Park pool under the guidelines of Executive Order GA-21. (Devin Fredrickson, Parks and Recreation Director)

Mayor Santleben said she had read the information prepared by Mr. Fredrickson and was concerned with the opening of the pool too early. Parks and Recreation Director Devin Fredrickson said that under the guidelines of Executive Order GA-21 the pool could be open with limitations as of May 8, 2020. Mr. Fredrickson said at this time they could open at 50% capacity but that could change if the number of active cases increased. Mr. Fredrickson said besides the DSHS requirements he also went by the Red Cross guidelines for opening to the public. Mr. Fredrickson said the pool had the lanes marked and could safely spread out swimmers. Mr. Fredrickson said they could open and monitor the number of participants for the fitness swim and could as businesses were implementing, a senior hour. He was working on a policy on the stages to re-open the pool by the standards set forth by the DSHS and could provide a draft to the city council, police department and Mayor to review. Mayor Santleben asked if access could be limited to only locals using the pool. City Attorney Trevino said the city could not limit access to the pool by locale, as it was a public pool. Councilmember Carey asked what the normal opening date was. Mr. Fredrickson said after the Memorial Day weekend. Mr. Carey felt June 1, 2020 was a good date to open. Councilmember Martinez clarified the Learn to Swim program was not going to be offered. Mr. Fredrickson said not at this time because the 6ft distancing requirement would not be possible to maintain and he was looking at the safety of his staff. Councilmember King asked about the swim team, the Otters, starting their workouts. Mr. Fredrickson said there would be up to 150 participants and they could not accommodate this number under the guidelines. Mr. King wanted to see the cost verses revenue loss possibly at the next meeting due to the COVID 19.

A motion was made by Councilmember Carey and duly seconded by Councilmember King to reexamine in 30 days at the first meeting in June.

Before a vote was taken Councilmember Schroeder asked for further discussion. Mr. Schroeder asked if they could open the pool for fitness swim, now and look at additional activities next meeting. Mayor asked the City Attorney for an opinion on opening. Ms. Trevino said the city could setup a special program and set parameters but the fees have to be the same for all.

A motion was made by Councilmember Schroeder and duly seconded by Councilmember King to amend the first motion to allow the Parks and Recreation Director to have the option to open the pool for fitness swim no earlier than May 26, 2020. A vote was taken (5:0 all ayes) the motion to amend carried by all present.

A vote was taken on the first motion to reexamine in 30 days/first meeting in June (5:0 all ayes) the motion carried by all present.

XVII. Updates from Parks and Recreation Director Devin Fredrickson on:

- a. Parks and Recreation**
- b. RV Park**
- c. Special Events**

Parks and Recreation Director Devin Fredrickson gave the city council updates on; park closures, maintenance, overall attendance during the pandemic, planting of a memorial tree, a new irrigation system and installation of security cameras. Mr. Fredrickson said all athletic fields, volleyball, basketball, and tennis courts were closed to the public. The Aquatics had not started, due to the pool still being closed. The Pool filter change-out had been completed and security cameras installed. Mr. Fredrickson said the Easter Weekend celebrations had been cancelled due to the COVID 19 pandemic and the 4th of July cancellation was also a possibility. Mr. Fredrickson said he had signed a contract for a fireworks display and a deposit of \$5000 designated out of the HOT Funds had been used.

In the contract, if the event was cancelled 180 days out the city would get a full refund of the deposit with no penalties; more than 90 days out but less than 180 the charge was 25% of the contracted amount; less than 90 days but more than 30 days the charge was 50% of the contract; and 30 days or less the full amount was due. Mr. Fredrickson was looking for direction from the city council on whether to move forward or not. Mr. Fredrickson spoke on the possibility of opening some of the restroom facilities at Regional Park. Mr. Fredrickson said it was extremely hard to keep people from using the facilities due to being able to secure the areas and city staff was having to clean the restrooms anyway. Mr. Fredrickson said he wanted council to look at opening the RV Park up for new reservations. He said the staff could monitor the cleaning of the RV area and he felt they could meet the governor's orders to reopen. City Attorney Trevino said the city could look at re-opening by following the Governor's order and it would be based on the city numbers of cases, not the county. Councilmember Schroeder asked if he was looking at opening the restrooms to under the guidelines. Mr. Fredrickson said they were. Councilmember King said putting up signage would help but asked who would and how would it be enforceable. Mr. Fredrickson said he, his staff, and the police department would enforce. Mr. King said it had already been approved at the last meeting when council adopted the governor's order. Police Chief Jackson said he did not have the officers to enforce the guidelines. Mr. Fredrickson said he would bring back the information on re-opening the parks/pools at the next meeting.

XVIII. Discussion and possible action on current/future street projects.

(Devin Fredrickson, Parks and Recreation Director)

Mayor Santleben said there was a 2017 Street Assessment completed and the citizens wanted that used when looking at future street projects. Parks and Recreation Director Devin Fredrickson briefed the city council on updating the street assessment through Iworks, a program the city was already using in public works. Mr. Fredrickson said the program they had was being updated and could separate streets by priority levels and would save the city money in the budgeting process and staff time.

Mr. Fredrickson said work on the streets was currently on hold due to the pandemic but some chip sealing was being done on Alsace, River Bluff and Country Village. Councilmember Martinez said the streets in River Bluff were bad due to the issues with leakage from the canal. She felt with repairs only it was just putting a band-aide on the problem. Mr. Fredrickson spoke on tree trimming and said an

Request for Proposal was being prepared for the tree trimming and would be brought back to council for approval. Ms. Martinez said there had been an issue in the River Bluff area on code violation letters sent out on trimming back trees. Ms. Martinez said there had been miscommunications with the Code Enforcement Officer on what exactly the violations were and hoped this was a learning curve for the next time. Councilmember Schroeder asked how they could fix the problem. Mr. Martinez said she had spoken with the code enforcement officer, and was advised a different type of door hangar would be used to communicate to the citizens better. Mr. Fredrickson said he would be bringing back to council an RFP for street work in River Bluff and Country Village. Mr. Fredrickson said his department had completed street prep evaluation to help with preparing the 2021 Budget and had obtained new equipment including a stripping machine and a commercial blower. Councilmember King asked about the installation of the approved Stop Signage at Petersburg and Madrid. Mr. Fredrickson said the signs were on order and would installed shortly.

XIX. Discussion on FY20 Budget Calendar. (Phyllis Santleben, Mayor)

Mayor Santleben briefed the city council on the draft budget calendar. Mayor Santleben said she wished to focus on Capital Improvement Projects to start and to get citizen input. Interim City Administrator Leroy Vidales said the draft calendar included tentative dates for budget work sessions and legal dates for publications. Councilmembers were urged to look at the dates to decide on the work sessions.

XX Discussion on Ordinance 2020-010 extending a declaration of local disaster.
(Phyllis Santleben, Mayor)

Mayor Santleben briefly went over the recently adopted ordinance on extending the declaration of local disaster clarifying the percentage of capacity was determined by the active cases in Medina County and businesses could open up at 50% at that time.

XXI. Discussion on future agenda items

Councilmember King requested discussion on code enforcement at a later date.

XXII. ADJOURN

Mayor Santleben adjourned the meeting at 8:00 p.m.

Mayor

ATTEST:

City Secretary



CITY COUNCIL AGENDA REPORT

DATE: June 5, 2020

AGENDA OF: June 9, 2020
DEPARTMENT: City Administration
SUBJECT: Waste Management Proposed 2020 Municipal Solid Waste Agreement

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

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

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

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

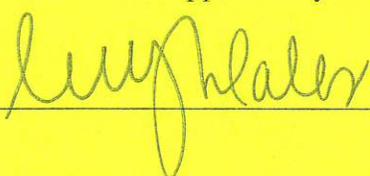
WM & City Staff conducted physical audits of actual services provided to residential, commercial, and industrial customers vs what was detailed in the current 2015 Operating Agreement. A number of items were discovered:

1. 100+ suspected carts were serviced, each month, at residential/commercial unit(s) where the City was not collecting utility fees (extra unaccounted for carts at many addresses including businesses)
2. Other Solid Waste Providers were operating inside the City Limits, despite an exclusive franchise agreement with WM (issue: City does not receive a franchise/administrative fee from these companies)
3. Excessive volumes of Brush and Bulky waste piles at the residential unit to include unacceptable Construction Debris produced by a Commercial Service Provider (contractor).
4. Disposal of Hazardous Waste at residential unit(s) in trash cart or during bulk/brush service.
 - o Residents have unlimited concierge service for the safe removal of household hazardous material through WM's At Your Door program:
<https://www.youtube.com/watch?v=IVqWgzoCw18&feature=youtu.be>

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

FISCAL IMPACT/SOURCE OF FUNDING: Rates will remain the same until Council revises and approve the comprehensive fee schedule for the upcoming budget fiscal year.

Submitted and Approved by:



6/5/20

Interim City Administrator/Finance Director

ATTACHMENTS/ADDITIONAL INFORMATION:



City of Castroville

Executive Summary of Agreements

Current Agreement Executive Summary

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

Proposed Agreement Executive Summary

- Contract Effective Date: Spring of 2020
 - Period of (5) five years – ending Spring 2025
 - Additional term of (5) five years – ending Spring 2030
- Residential Collection @ \$21.00 Charge to the City of Castroville Per Resident Includes:
 - 1x week Trash collection w/ 96 gallon cart
 - 1x week Recycle collection w/96 gallon cart
 - 1x month combined Bulk/Brush collection – no more than six (6) cubic yards
 - AYD Household Hazardous Waste Collection – Unlimited OnCall Concierge Service
- Exclusive Right to Commercial & Industrial
 - Unusual Accumulation/Snapshot is allowed – Commercial & Industrial Accounts May Be Charged For Overflow of Container If Not Paying For Adequate Service Needs (Container Size)
- City provides billing and bill collection services for Residential, Commercial & Industrial Services
- Weighted Annual Adjustment: (80%) Garbage & Trash Consumer Price Index Component and (20%) Fuel Component
- Additional Services: Continued on separate page

MUNICIPAL SOLID WASTE AGREEMENT

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

WITNESSETH:

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

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

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

1. DEFINITIONS:

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

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

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

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

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

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

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

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

(b) **Brush/Bulky Waste Collection:** Contractor shall collect no more than a total of six (6) cubic yards of Brush, Bundles, and Bulky Waste from a Residential Unit once per month. Contractor shall have no obligation to collect any Brush, Bulky Waste or Bundles in excess of the above six (6) cubic yard limit or any Construction Debris generated by a Third Party Provider hired by a Customer and generated and located at that Residential Unit. Brush, Bulky Waste and Bundles shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer, that will provide safe and efficient accessibility to Contractor's collection crew and vehicle.

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

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

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

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

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

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

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

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

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

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

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

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

(e) **Carts:**

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

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

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

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

5.02 **Commercial and Industrial Unit Collection:** Contractor shall have the exclusive right to collect and transport Commercial Waste from the Commercial Units and Industrial Waste from the Industrial Units, respectively, utilizing Dumpsters, Compactors or Roll Off Bins, at such frequency as shall be reasonably requested and agreed to between the Customer and Contractor. The Dumpster, Compactor or Roll Off Bin shall be located on a concrete pad to accommodate equipment and at a location reasonably acceptable to Contractor. Contractor may, at its sole option, require Commercial or Industrial Unit Customers to enter into individual contracts with Contractor, subject to the terms of this Agreement.

5.03 **Unusual Accumulations Collection/Overage:** Contractor shall have no obligation to collect Unusual Accumulations/Overage and may charge for the collection of same so long as Contractor provides a digital image or photograph of the overage.

5.04. **Special Waste:** Contractor is not required to accept, transport or manage any Special Waste, unless it is specifically identified in a written agreement between Contractor and Customer. Contractor may collect, and will have the right to impose, a surcharge for the transportation and disposal of Special Waste, depending on the quantities and any physical characteristics of the Special Waste and any special handling, regulatory compliance or increased concern for worker safety or environmental protection occasioned by the material.

5.05. **Unacceptable Waste:** Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any unacceptable Waste shall remain with the generator of such Waste.

6. **COLLECTION OPERATION:**

6.05. **Hours of Operation:** Collection of Residential Waste shall begin no earlier than 7:00 A.M. and shall generally not extend beyond 6:00 P.M. No collection shall be made on Sunday. Collection of Commercial Waste shall be collected at such hours as may be determined by Contractor. No collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor.

6.06. **Routes of Collection:** Collection routes shall be established by the Contractor as reasonably approved by City. City shall provide Contractor with maps of the City containing sufficient detail for Contractor to design collection routes. Contractor shall provide to the City route maps for approval by the City, which approval shall not be unreasonably withheld.

6.07. **Holidays:** The following shall be holidays for purposes of this Agreement:

New Year's Day
Memorial Day

Independence Day
Labor Day
Thanksgiving Day
Christmas Day

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

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

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

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

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

7. **LICENSE AND TAXES:**

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

8. **BILLING:**

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

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

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

9. **MODIFICATION TO RATES:**

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

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

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

10. **CITY'S OBLIGATIONS:**

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

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

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

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

11. COMPLIANCE WITH LAWS:

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

12. OFFICE:

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

13. ENFORCEMENT:

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

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

14. TRANSFERABILITY OF AGREEMENT:

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

15. LANDFILL CAPACITY:

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

16. TERMINATION:

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

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

17. DISPUTE RESOLUTION:

The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to mediation. If the parties remain unable to resolve the controversy

through mediation, then either party may pursue their claim, dispute, disagreement or controversy in a court with proper venue in the state within which the services are being performed.

18. FORCE MAJEURE:

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

(a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike or other labor disturbances, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or any other cause beyond the reasonable control of either party;

(b) The order or judgment of any federal, State, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;

(c) The suspension, termination, interruption, denial, or non-renewal of any permit or approval essential to the operation of the Contractor; or

(d) A Change in Law. "Change in Law" means (i) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling that was not adopted, promulgated, modified or reissued on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (a) or (b) establishes requirements affecting a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, State, county, or other tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, State or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in Law.

19. EVIDENCE OF INSURANCE:

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents,

representatives, employees, or subcontractors. The City shall be named as an additional insured under the policies, except for workers' compensation, subject to Contractor's indemnities set forth herein. Contractor shall provide the City with a certificate of insurance reflecting the City's additional insured status and agreeing to give the City at least 30 days' written notice in case of policy termination. The cost of such insurance shall be borne by the Contractor.

Minimum Limits of Insurance:

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

20. INDEMNITY:

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

21. OWNERSHIP:

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

22. SEVERABILITY:

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

23. PRIOR AGREEMENTS:

This Agreement contains the entire agreement between the parties hereto with respect to the matter set forth herein. No provision of any other document, including any request for proposal, shall be deemed incorporated herein, it being the intent of the parties that this

Agreement sets forth the full agreement of the parties with respect to the services described herein. No change, alteration or amendment will be binding on either party unless set forth in a document duly executed by all parties hereto.

24. RECORDS:

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

25. ATTORNEY'S FEES AND VENUE:

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

26. NOTICES:

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

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

ATTN: City Manager

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

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

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

27. DISCRIMINATION PROHIBITED:

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

29. STORM DEBRIS:

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

30. ADDITIONAL SERVICES:

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

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

CITY:

CITY OF CASTROVILLE, TEXAS

CONTRACTOR:

WASTE MANAGEMENT OF TEXAS, INC.

BY:
Mayor

BY: _____
ITS: _____

ATTEST:

City Secretary,
City of Castroville, TX

APPROVED:

City Attorney

Schedule "A"

BASE RATES

Effective Upon Delivery of WM Provided Carts

CATEGORY	FREQUENCY OF COLLECTION		RATE PER MONTH
----------	-------------------------	--	----------------

Residential Collection Service

Per Home

1 - WM Provided 96 Gal. Trash Cart - Curbside	1/wk	\$	18.03
1 - WM Provided 96 Gal. Recycle Cart - Curbside	1/wk		Included
At Your Door Household Hazardous Waste Collection	Unlimited		Included
Brush, Bundles, and Bulky Waste (6 CY Allowance)	1/month		Included
Each Additional WM 96 Gal. Cart (Trash or Recycle)		\$	5.00

Commercial Collection Service

Per Container

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

Industrial Collection Service

Per Container

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

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

Schedule "A-1"

BASE RATES

Effective Upon Delivery of WM Provided Carts

CATEGORY	FREQUENCY OF COLLECTION	RATE PER MONTH
----------	-------------------------	----------------

Residential Collection Service

Per Home

1 - WM Provided 96 Gal. Trash Cart - Curbside	1/wk	\$ 21.00
1 - WM Provided 96 Gal. Recycle Cart - Curbside	1/wk	Included
At Your Door Household Hazardous Waste Collection	Unlimited	Included
Brush, Bundles, and Bulky Waste (6 CY Allowance)	1/month	Included
Each Additional WM 96 Gal. Cart (Trash or Recycle)		\$ 5.00

Commercial Collection Service

Per Container

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

Industrial Collection Service

Per Container

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

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

Schedule B – At Your Door Special Collection Program



Introduction

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

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

Statement of Work

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

1. Resident Initiates Collection

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

2. Collection Is Scheduled

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

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

3. Packaging

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

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

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

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

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

4. Collection

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

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

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

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

Program Details

Safety

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

Eligible Items

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

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

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

Garden Chemicals

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

Swimming Pool Chemicals (inATIONS in certain areas only)

- Pool acid
- Chlorine: tablets, liquid
- Stabilizer

Flammable & Combustible Materials

- Kerosene
- Solvent

Automotive Material

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

Garden Chemicals

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

Swimming Pool Chemicals (limitations in certain areas only)

- Pool acid
- Chlorine: tablets, liquid
- Stabilizer

Flammable & Combustible Materials

- Kerosene
- Solvent

Automotive Material

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

Ineligible Materials

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

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

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

Recycling of Collected Materials

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

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

Public Education

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

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

Natural Disaster

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

Participant Surveys

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

Reports

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

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

Schedule C – Additional Services for City

CITY OF CASTROVILLE ADDITIONAL SERVICES			
NAME	ADDRESS	SERVICE LEVEL	NOTES
CITY OF CASTROVILLE PUBLIC WORKS	703 PARIS ST	4YD 1X PER WK	n/a
CITY OF CASTROVILLE PUBLIC WORKS YARD	703 PARIS	1 (20YD) 1(30YD)	On Call (12 Max Each Roll-off Annually)
CITY OF CASTROVILLE MUNICIPAL AIRPORT	10500 AIRPORT RD	1(8YD 2X PER WK) 3(96G) RECYCLE CARTS	n/a
CITY OF CASTROVILLE CITY HALL	1209 FIORELLA	8YD 1X PER WK	n/a
CITY OF CASTROVILLE POLICE DPT	411 LONDON	2(96G) CARTS	n/a
CITY OF CASTROVILLE ANIMAL CONTROL (SEWER TREATMENT PLANT)	806 ALSACE	2YD 1X PER WK	n/a
CITY OF CASTROVILLE REGIONAL PARK	806 ALSACE	1 (8YD 2X Week)	n/a
CITY OF CASTROVILLE PUBLIC LIBRARY	802 LONDON	2(96G) CARTS	n/a
CITY OF CASTROVILLE SPECIAL EVENTS 1) Fourth of July Event 2) Easter Event 3) Christmas Event	TBD	1 (40 YD)	On Call (1 Max Each Event)
*Any services not specified above are subject to contracted rates			

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



City Council AGENDA REPORT

DATE: June 2, 2020

AGENDA OF: June 9, 2020

DEPARTMENT: Community Development (CDD)

SUBJECT: Discussion and take appropriate action on a variance for the proposed subdivision of Country Village Estates, Phase 1 located at 123 Country Lane, Castroville, TX to approve/disapprove a request for variance to allow the minimum street frontage to be shorter than the 80 feet as required by City of Castroville Ordinance 2002-003, Sec. 100-54, *Lots*.

RECOMMENDATION:

Staff recommends that City Council approve the variance for the proposed subdivision of Country Village Estates, Phase 1 located at 123 Country Lane, Castroville, TX to allow the minimum street frontage to be shorter than the 80 feet, for the lots on the presented plat that do not meet the requirement, stated in City of Castroville Ordinance 2002-003, Sec. 100-54, *Lots*.

BACKGROUND:

Applicant: CV Country Lane, LLC – Jack Uptmore

Property Owner: CV Country Lane, LLC – Jack Uptmore

Location: Located immediately North and East of the existing Castroville's Country Village Subdivision within the current Corporate City Limits and within the Extra Territorial Jurisdiction of the City of Castroville.

DISCUSSION:

There are several lots (which are highlighted on the presented Plat) in the Country Village Estates, Phase 1 Subdivision that have less than the 80 feet of street frontage. Most of them are on the corners lots, and if the curve was included in the frontage requirement, then they would meet the 80-foot minimum. All lots are 12,000 square feet and meet all other requirements.

FINDINGS REQUIRED FOR VARIANCE:

City Code Chapter 100, Section 100-54 details findings required for variance as follows:

- (a) *Minimum lot size.* All lots in a subdivision within the corporate limits of the city shall meet the minimum dimensions and minimum lot area requirements of the zoning ordinance for the zoning district applicable to the land being subdivided or the requirements of the planned unit development plan which is approved under article IV of this chapter. All lots in a subdivision outside the corporate limits of the city, but within the limits of its extraterritorial jurisdiction, shall have a minimum area of 12,000 square feet and a minimum street frontage of 80 feet, except that single family residential lots fronting on the closed end of a cul-de-sac may have a

minimum street frontage of 30 feet, and except that lesser requirements may be approved in a planned unit development under article IV of this chapter.

ATTACHMENTS/ADDITIONAL INFORMATION:

Planning and Zoning Board Action

Applicants Backup and Rationale

City of Castroville Ordinance 2017-026, Sec. 100-113

Submitted by:

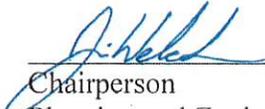
Approved by:

CITY OF CASTROVILLE
PLANNING AND ZONING COMMISSION ACTION
May 27, 2020

AGENDA ITEM: 5
LEGAL DESCRIPTION: 123 Country Lane Castroville, TX 78009
APPLICANT: CVC Country Lane LLC, Jack Uptmore
OWNER: CVC Country Lane LLC, Jack Uptmore
ZONING: R-A, One Family Residential District
TYPE OF WORK: Residential Subdivision

1. **REQUEST:** A request for the following variance for the proposed subdivision of Country Village Estates, Phase 1 located at 123 Country Lane, Castroville, TX to allow the minimum street frontage to be shorter than the 80 feet, for the lots on the presented plat that do not meet the requirement, stated in City of Castroville Ordinance 2002-003, Sec. 100-54, *Lots*.

RECOMMENDATION: *APPROVE*



Chairperson
Planning and Zoning Commission

6/2/20

Date



CITY OF CASTROVILLE

Little Alsace of Texas

Permit Number:	2020059
Submittal Date:	05/04/2020
<i>office use only</i>	

Community Development Department

703 Paris St. Castroville, Tx 78009

(830) 931-4090

permits@castrovilletx.gov

Application for Variance

Any application that is missing information will be considered incomplete and will not be processed.

- Applicant - If owner(s), so state; If agent or other type of relationship, a letter of authorization must be furnished from owner(s) at the time submitted.

Name: Jack Uptmore

Mailing Address: 103 S. Winston, San Antonio, TX 78213

Telephone: 210-696-2522 Email: _____

- Property Address/Location: 123 Country Lane, Castroville, TX 78009

- Legal Description: Magnolia Subdivision Lot 1 part of

Name of Subdivision: Country Village Estates

Lot(s): all Block(s): all Acreage: 20.356

- Existing Use of Property: vacant Current Zoning: R-A

- The variance(s) requested being more the boards consideration for relief from:

Ordinance Number 2002-003, Article III, Section 4 to permit

A variance for lot sizes smaller than 80 feet in width and relief from the Subdivision Ordinance 100, Section 100-54, Lots.

- The following shall be furnished by the applicant:

- Building plan, sketch, plat, and/or survey as may be required for the purpose of clearly and accurately depicting the type and extent of relief being sought.
- Explanation of hardship, based upon the criteria for granting such a variance. Such criteria is found within the City Code. A letter clearly addressing each of the criteria is required for review of a variance request and must be attached to this application.

The undersigned hereby requests to be granted the variance(s) to the regulations established by the Code of Ordinances of the City of Castroville, TX, of the above described property as indicated.

Jack Uptmore 2106962522 jack@uptmorehomes.com
 Owner's Name (Printed) Phone Number Email

Jack Uptmore 5-1-2020
 Signature of Owner Date



April 30, 2020

City of Castroville
Community Development Department
703 Paris Street
Castroville, TX 78009

Re: Explanation of Hardship
Country Village Estates
City of Castroville, Texas

To whom it may concern:

We request a variance from the City of Castroville Subdivision Ordinance 2002-003, Article III, Section 4, minimum lot width for the lots in Country Village Estates. The lots in Country Village Estates are at a minimum 12,000 square feet per the Subdivision Ordinance 2002-003, Article III, Section 4. We request a variance to this section of the ordinance for better traffic flow, drainage and to match existing alignments. Below are the findings for the variance request.

1. *That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of his/her land;*
 - a. The special circumstances affecting the land involved include topographic and drainage challenges, irregular shape, and to reduce the City's concern of thru traffic. These factors percolate into street configuration and result in irregular lot shapes and the strict provisions of this ordinance would deprive the applicant of the reasonable use of his land.

2. *That the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant;*
 - a. The variance is necessary to preserve the best use of his land and reduce the City's concern of thru traffic by changing the lot configuration and provide positive drainage on the streets with preserving the natural topography of the land.

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BGE, Inc. · 7330 San Pedro, Suite 202 · San Antonio, Texas 78216 · 210-581-3600 · www.bgeinc.com

April 30, 2020

Page 2 of 2

3. *That the granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property in the area; and*
 - a. Granting this variance will not be detrimental to the public health, safety or welfare or injurious to other property in the area. The proposed lots that do not meet the code's standards are wholly within the applicant's property and not affect other property in the area in any way.

4. *That the granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this chapter.*
 - a. The granting of this variance will not affect the orderly subdivision of other land in the area because the proposed lots are wholly within the developer's property, and do not impact any adjacent landowners.

Sincerely,



Aaron Neumann, PE

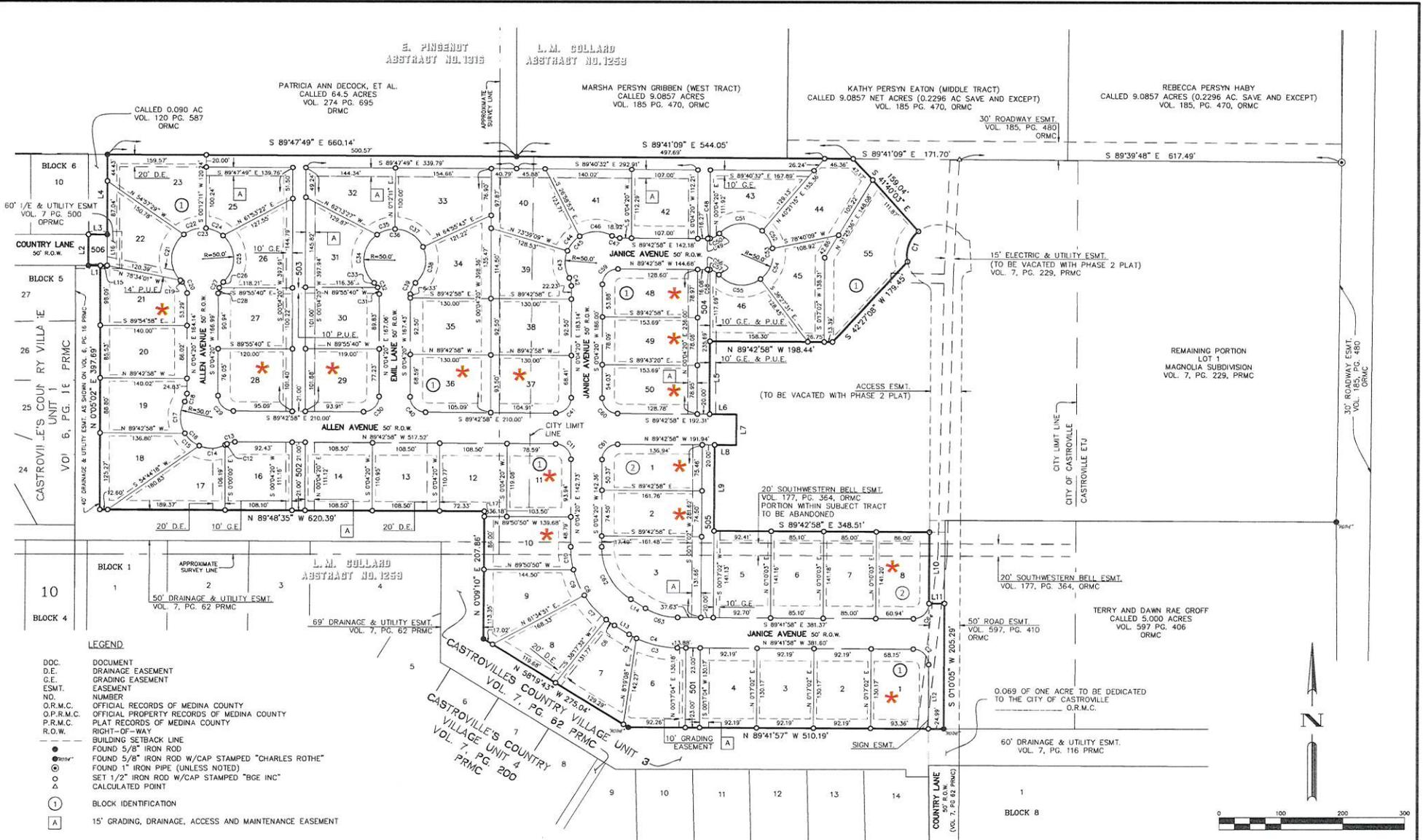
Group Manager, SA Land Development

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\\bgs\proj\p\p\Region\TDC\Project\Site - Antonio - Project\1021-00 - Country Village Estates\1021-00 - Country Village Estates\1021-00 - Country Village Estates - Preliminary Plat.dwg, 3/17/2020 2:50 PM, abp@bgs.com



**PRELIMINARY PLAT
VACATING MAGNOLIA SUBDIVISION VOL. 7, PG. 229, P.R.M.C.
REPLATTING AS**

COUNTRY VILLAGE ESTATES PHASE 1

A SUBDIVISION OF 20.356 ACRES OF LAND
AND A 0.069 ACRE R.O.W. DEDICATION
LOCATED IN THE

E. PINGENOT SURVEY SECTION 8, ABSTRACT NO. 1316 AND
THE L.M. COLLARD SURVEY, SECTION 97, ABSTRACT NO. 1259
MEDINA COUNTY, TEXAS

STREET NAMES			
STREET	R.O.W. WIDTH	CENTERLINE LENGTH	CLASSIFICATION
JANICE AVENUE	50 FT.	1,363 FT.	MINOR STREET
ALLEN AVENUE	50 FT.	1,114 FT.	MINOR STREET
EMIL LANE	50 FT.	272 FT.	MINOR STREET
TOTAL LINEAR FEET		2,749 FT.	

OWNER: CV COUNTRY LANE, LLC
ADDRESS: 8400 BLANCO ROAD, SUITE 204
SAN ANTONIO, TEXAS 78216
PHONE: 210-696-2522

ACREAGE: 20.356 ACRES
SURVEY(S): E. PINGENOT SURVEY SECTION 8, ABSTRACT NO. 1316
L.M. COLLARD SURVEY, SECTION 97, ABSTRACT NO. 1259

RESIDENTIAL: 54 LOTS/15,607 ACRES
DRAINAGE RIGHT OF WAY: 6 LOTS/1,093 ACRE
RIGHT-OF-WAY: 3.656 ACRES

PLAT PREPARED: 04/29/2020

SURVEYOR: BGE, INC. (DON ALBERTSON, RPLS)
PHONE: (210) 581-3619

ENGINEER: BGE, INC. (AARON J. NEUMANN, PE)
PHONE: (210) 581-3643



BGE, Inc.
7300 San Pedro, Suite 202
San Antonio, Texas 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

PRELIMINARY. THIS DOCUMENT SHALL NOT
BE RECORDED FOR ANY PURPOSE AND
SHALL NOT BE USED OR VENIED OR RELIED
UPON AS A FINAL SURVEY DOCUMENT

C:\Users\jason\Documents\Projects\2023\2023-08-01\Country Village Estates Phase 1\Drawings\DWG\20230801.dwg 4/28/2023 2:43 PM mch/ash, lio

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	54.56'	50.00'	62°31'37"	S 20°00'43" W	51.90'
C2	38.21'	25.00'	89°32'01"	N 44°45'58" W	35.31'
C3	68.61'	150.00'	26°12'23"	S 76°35'47" E	68.61'
C4	82.13'	150.00'	31°22'14"	S 74°00'51" E	81.11'
C5	13.52'	150.00'	3°08'52"	S 80°54'40" E	13.52'
C6	16.33'	150.00'	6°14'21"	S 55°12'34" E	16.33'
C7	53.38'	150.00'	20°23'28"	S 41°53'39" E	53.10'
C8	152.89'	150.00'	58°24'05"	S 29°07'42" E	146.36'
C9	45.57'	150.00'	17°24'19"	S 22°59'45" E	45.39'
C10	37.61'	150.00'	14°21'57"	S 07°06'38" E	37.51'
C11	39.18'	25.00'	89°47'18"	N 44°49'19" W	35.29'
C12	3.50'	50.00'	4°00'24"	N 61°43'23" E	3.50'
C13	13.34'	25.00'	30°33'51"	S 75°00'06" W	13.18'
C14	43.05'	50.00'	49°20'00"	N 88°23'35" E	41.73'
C15	31.35'	50.00'	35°35'11"	S 48°58'50" E	30.83'
C16	131.70'	50.00'	15°55'01"	S 44°49'19" E	96.80'
C17	53.81'	50.00'	61°39'27"	S 00°11'31" E	51.25'
C18	13.34'	25.00'	30°33'51"	N 15°21'16" E	13.18'
C19	3.60'	50.00'	4°07'23"	S 46°03'21" E	3.60'
C20	21.03'	25.00'	48°11'23"	N 24°01'21" W	20.41'
C21	84.00'	50.00'	96°15'37"	S 04°08'09" W	74.47'
C22	38.01'	50.00'	43°33'40"	S 74°02'48" W	37.11'
C23	241.19'	50.00'	2°16'22" W	N 89°55'40" W	66.67'
C24	30.48'	50.00'	34°54'02"	N 66°43'21" W	29.99'
C25	85.11'	50.00'	9°32'03"	N 00°30'18" W	75.20'
C26	11.51'	25.00'	26°23'22"	S 35°04'02" W	11.41'
C27	21.03'	25.00'	48°11'23"	S 24°10'02" W	20.41'
C28	9.51'	25.00'	21°48'01"	S 10°58'21" W	9.45'
C29	39.18'	25.00'	89°47'18"	S 44°49'19" E	35.29'
C30	39.36'	25.00'	90°12'42"	N 45°10'41" E	35.42'
C31	11.58'	25.00'	26°32'36"	N 13°11'57" W	11.46'
C32	21.03'	25.00'	48°11'23"	N 24°01'21" W	20.41'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C33	9.45'	25.00'	21°38'47"	N 37°17'39" W	9.39'
C34	89.63'	50.00'	102°42'40"	S 03°14'18" W	78.10'
C35	31.07'	50.00'	35°36'34"	S 72°23'54" W	30.58'
C36	241.19'	50.00'	2°16'22" W	N 89°55'40" W	66.67'
C37	56.48'	50.00'	84°43'32"	N 57°26'03" W	53.53'
C38	64.00'	50.00'	73°20'00"	N 11°35'43" E	59.72'
C39	21.03'	25.00'	48°11'23"	S 24°10'02" W	20.41'
C40	39.18'	25.00'	89°47'18"	S 44°49'19" E	35.29'
C41	39.36'	25.00'	90°12'42"	N 45°10'41" E	35.42'
C42	13.25'	25.00'	30°22'03"	N 15°06'41" W	13.10'
C43	45.79'	50.00'	52°28'00"	S 04°03'43" E	44.20'
C44	31.00'	50.00'	35°31'24"	S 39°55'59" W	30.51'
C45	131.73'	50.00'	15°56'46"	S 45°10'41" W	96.80'
C46	54.94'	50.00'	62°57'24"	S 89°10'23" W	52.22'
C47	13.25'	25.00'	30°22'03"	S 74°31'56" E	13.10'
C48	3.75'	25.00'	8°35'15"	N 85°58'24" E	3.74'
C49	21.03'	25.00'	48°11'23"	N 66°11'21" E	20.41'
C50	17.28'	25.00'	39°36'08"	N 61°53'43" E	16.94'
C51	77.02'	50.00'	68°15'36"	S 86°13'27" W	69.63'
C52	35.44'	50.00'	38°18'53"	N 30°29'18" W	32.82'
C53	241.19'	50.00'	2°16'22" W	N 00°17'02" E	66.67'
C54	56.61'	50.00'	64°52'21"	N 21°06'19" E	53.64'
C55	74.12'	50.00'	84°53'56"	S 83°59'33" E	67.52'
C56	21.03'	25.00'	48°11'23"	N 65°37'16" W	20.41'
C57	17.09'	25.00'	39°10'08"	N 61°06'39" W	16.76'
C58	3.94'	25.00'	9°01'15"	N 65°12'20" W	3.93'
C59	39.36'	25.00'	90°12'42"	S 45°10'41" W	35.42'
C60	39.18'	25.00'	89°47'18"	S 44°49'19" E	35.29'
C61	39.36'	25.00'	90°12'42"	S 45°10'41" W	35.42'
C62	101.93'	100.00'	58°24'05"	S 29°07'42" E	97.57'
C63	54.75'	100.00'	31°22'14"	S 74°00'51" E	54.07'
C64	39.33'	25.00'	90°07'59"	N 45°14'02" E	35.40'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 89°42'17" W	19.28'
L2	N 00°02'07" W	50.00'
L3	S 89°42'17" E	30.31'
L4	N 00°01'56" W	131.47'
L5	S 00°04'20" W	118.00'
L6	S 89°42'58" E	43.53'
L7	S 00°17'02" W	50.00'
L8	N 89°42'58" W	35.00'
L9	S 00°17'02" W	140.50'
L10	S 00°10'03" W	116.17'
L11	S 89°49'57" E	24.99'
L12	N 00°10'03" E	105.23'
L13	N 58°19'44" W	27.90'
L14	S 58°19'44" E	27.90'
L15	N 90°00'00" W	10.94'
L16	S 00°01'56" E	49.94'
L17	S 00°09'10" W	8.51'

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	54	15.607 AC.
RIGHT-OF-WAY	-	3.656 AC.
DRAINAGE RIGHT-OF-WAY	6	1.093 AC.
TOTAL	60	20.356 AC.

FINAL PLAT
COUNTRY VILLAGE
ESTATES PHASE 1

A SUBDIVISION OF 20.356 ACRES OF LAND
 AND A 0.069 ACRE R.O.W. DEDICATION
 LOCATED IN THE

E. PINGNOT SURVEY SECTION 8, ABSTRACT NO. 1316 AND
 THE L.M. COLLARD SURVEY, SECTION 97, ABSTRACT NO. 1259
 MEDINA COUNTY, TEXAS



BGE, Inc.
 7300 San Pedro, Suite 202
 San Antonio, Texas 78216
 Tel: 210-581-3600 • www.bgeinc.com
 TBPELS Registration No. F-1046
 TBPELS Licensed Surveying Firm No. 10154450

Sec. 100-54. - Lots.

- (a) *Minimum lot size.* All lots in a subdivision within the corporate limits of the city shall meet the minimum dimensions and minimum lot area requirements of the zoning ordinance for the zoning district applicable to the land being subdivided or the requirements of the planned unit development plan which is approved under article IV of this chapter. All lots in a subdivision outside the corporate limits of the city, but within the limits of its extraterritorial jurisdiction, shall have a minimum area of 12,000 square feet and a minimum street frontage of 80 feet, except that single family residential lots fronting on the closed end of a cul-de-sac may have a minimum street frontage of 30 feet, and except that lesser requirements may be approved in a planned unit development under article IV of this chapter.
- (b) *Building setback lines.* For a subdivision within the corporate limits of the city, building setback lines from the property lines shall meet the minimum requirements of the zoning ordinance for the zoning district applicable to the land being subdivided, or, if applicable, the requirements of an approved planned unit development plan. For a subdivision outside the corporate limits of the city but within the city's extraterritorial jurisdiction, building setback lines shall meet the minimum requirements which would be applicable in the least intensive zoning district which would permit the proposed land use if the subdivision were located inside the city's corporate limits, or the building setback lines shall meet the requirements of an approved planned unit development plan.
- (c) *Lot frontage requirements.* Except when approved as part of a planned unit development, each lot shall be provided with adequate access to an existing or proposed public street by frontage on such street. Double front lots are prohibited except when a lot backs on an arterial, collector street, or a limited access street. Whenever feasible, each lot should face the front of a similar lot across the street. Rear and side driveway access to arterial, collector streets, or proposed limited access streets is prohibited.

(Ord. No. 2002-003, art. III, § 4, 1-14-2002)



CITY COUNCIL AGENDA REPORT

DATE: June 5, 2020

AGENDA OF: June 9, 2020

DEPARTMENT: City Administration

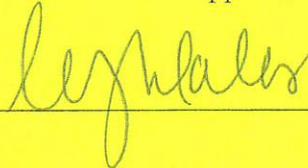
SUBJECT: Presentation by CAEDC and GoMedina on their roles with the City of Castroville.

RECOMMENDATION: No Action

BACKGROUND/DISCUSSION: Arnie Dollase with CAEDC and Mayor Phillis Santleben with GoMedina will present to council on what their roles are with the City of Castroville

FISCAL IMPACT/SOURCE OF FUNDING: N/A

Submitted and Approved by:

 6/5/20

Interim City Administrator/Finance Director

ATTACHMENTS/ADDITIONAL INFORMATION:

**THE CASTROVILLE AREA ECONOMIC DEVELOPMENT COUNCIL
(CAEDC)**

MISSION STATEMENT

TO SUPPORT, STIMULATE AND DEVELOP A VIBRANT LOCAL ECONOMY WHILE PROMOTING AND CONSERVING OUR HERITAGE AND NATURAL ENVIRONMENT.

VISION

CAEDC provides assistance, service and support to Castroville area businesses and the community by fostering an affordable economic environment, which promotes a high quality of life and a business and visitor friendly community. By focusing upon our community's strengths, pride and values, through harmonious partnerships, we support preservation/restoration of our historic sites, retention and expansion of existing businesses, recruitment of new businesses/industries and an enhanced public relations and marketing campaign.

CAEDC STRATEGIC INITIATIVES AND GOALS 2017—2020

Strategic Initiative

Expand Castroville's Economy

Goal Statement

Expand Castroville's local economy by growing new businesses, expanding existing businesses, and recruiting businesses by providing additional services and completing a business development strategy.

1. **Castroville Airport Industrial Complex—develop west side of Castroville's airport as a major catalyst for facilitating economic growth and new investment in the community.**
 - a. Work with the Castroville Airport Advisory Board (AAB) to formulate a plan for a business park with infrastructure needs.
2. **Enhance Castroville's main commercial corridor and central business district.**
 - a. Promote growth according to City policies and if changes are required to suggest and encourage modifications.
 - b. Be the liaison with new property owners/developers while working with the City to provide materials for prospects.
3. **Support GoMedinaCounty.com effort.**

Adopted 10/18/2017



CITY COUNCIL AGENDA REPORT

DATE: June 5, 2020

AGENDA OF: June 9, 2020
DEPARTMENT: City Administration
SUBJECT: Discussion and possible action on re-opening of city facilities and parks to the public.

RECOMMENDATION: Approve plans and set date of re-opening of all city facilities.

BACKGROUND/DISCUSSION: Presentation on re-opening of all city facilities.

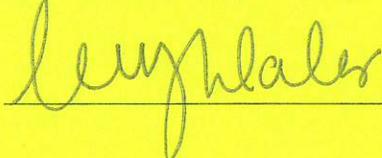
The plan for Parks and Rec follows all guidelines given by federal, state and local guidance from the National Parks and Rec Association, CDC and Red Cross.

The plan for Library follows the guidelines set by the Governor, CDC and the American Library Association.

The plan for all other city facilities follows the guidelines set by the Governor and the CDC.

FISCAL IMPACT/SOURCE OF FUNDING:

Submitted and Approved by:

 6/5/20

Interim City Administrator/Finance Director

ATTACHMENTS/ADDITIONAL INFORMATION:



Reopening of City of Castroville Municipal Offices

**City Hall will be open
Monday- Friday from
8:00 am -5:00 pm**

For everyone's safety, residents or staff experiencing a fever, exhibiting symptoms of COVID-19, or who have been in close contact with a person believed to have contracted COVID-19 will be prohibited from entering all city facilities.

**Visitors are asked to
comply with the
following safety
guidelines when in City
offices:**

- (Recommended) wear a mask or face covering
- Have their temperature taken by City Staff
- Maintain six feet Social Distancing
- Refrain from visiting staff members
- Sanitize hands
- Refrain from bringing groups into the building
- Outdoor restrooms at city hall will be available for public use and will be routinely cleaned and disinfected

Municipal Court



- The City of Castroville Municipal Court office will resume normal business hours for questions and/or payments
- Municipal Court session will take place tentatively on June 30th
- City Office Guidelines will apply to the Municipal Court

Utility Billing



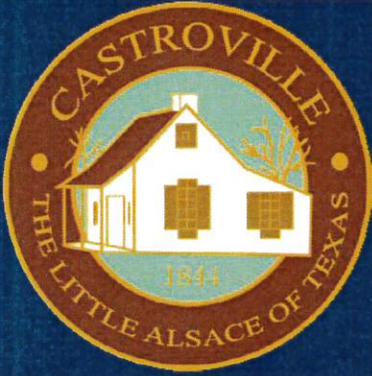
- Pay in person
- Pay online
<https://www.municipalonlinepayments.com/castrovilletx>
- Check or money orders payments may be placed in the after-hours box at City Hall

Stay home if...

- You are **feeling sick**
- You have a **sick family member** at home



#StopTheSpread



Parks and Recreation Reopening Plan

Created by Devin Fredrickson- Director of Parks and Recreation

June 2020



Risk Assessment

Category	Contact Intensity	Number of Contacts	Modification Potential
Parks, walking paths, trails	Low	Low	Low
Pools	Medium	Low	High
Fitness Areas	Medium	Medium	Medium
Noncontact Sports	Low	Medium	High
Playgrounds and other recreation spaces	Medium	Medium	Medium
Athletic fields and other outdoor congregated settings	Medium	Medium	Low
Amphitheater	Low	High	Medium
Mass gatherings, community events, festivals and sports related games	High	High	Medium
Summer Camps/ Group Activates	High	High	Low

- Contact intensity was rated as low, medium or high, taking into account close contact vs. distant contact and duration of contact. For example, low contact intensity activities are brief and fairly distant, like walking past someone on a trail. High contact intensity involves prolonged close contact, like sharing a dorm room.
- Number of contacts were rated as low, medium or high, defined by the approximate number of people in the setting at the same time.
- Modification potential is defined as a qualitative assessment of the degree to which activities can be modified to reduce risk. In this case, high modification potential is better. For example, a high modification potential allows for substantial changes to the space or activity to limit contact. This may include implementing physical distancing measures, creating physical barriers between people, using technology to facilitate communication, or having people wear PPE. A low modification potential may only allow for one or two of these measures.



OPENING TIMELINE

Phase 1:

Currently open

- Walking
- Running
- Trails
- Biking
- Fishing

Starting Dates
June 1,2020
June 15,2020
June 22,2020
TBD

Phase 2:

- Fitness Swim
- RV Park Reservations
- Tennis Court
- Park Bathrooms
- Athletic Fields can open to small groups (none contact sports)
- Tent Camping

Phase 3:

- Adult Recreational Sports (Games/Practices)
- Youth Sport (Games/Practices)
- Pavilions with more than one table will open by reservation only and will accommodate up to 10 people or 25% of the pavilion capacity.
- Park Bathrooms
- Picnicking for family groups of less than 10 (non- table use & BBQ pits)
- Public Swim / Swim Lessons
- Fitness equipment
- Tables/BBQ pits
- Playgrounds
- Basketball Courts
- Volleyball Courts
- Swimming in river

Phase 4:

- All operations can resume, including large community gatherings with enhanced public health measures.



Parks and Recreation

Path to Recovery Phases:

Transition from Stay at Home Status to Phase 1
<ul style="list-style-type: none">• Effectively meet World Health Organization indicators or White House Coronavirus Task Force and CDC Gating Criteria as well as core state preparedness responsibilities as determined by state and local public health officials.• Conduct a risk assessment of all spaces, facilities and programs.• Ensure sufficient park and recreation department staff capacity and budget to support reopening for Phase 1.• Prepare and train staff for Phase 1 to ensure their health and safety.• Assess capacity of critical partners in Phase 1.• Secure cleaning and disinfection supplies, personal protective equipment (PPE) and establish standard operating procedures (SOPs) and associated training for Phase 1.• Ensure community awareness and education of public health measures of Phase 1.• Be prepared to revert to stay at home status if transmission increases.
Transition from Phase 1 to Phase 2
<ul style="list-style-type: none">• Continued downward trajectory in cases and upward trajectory in screening, testing and treating (determined by state and local public health officials).• Ensure sufficient park and recreation department staff capacity and budget to support reopening for Phase 2.• Prepare and train staff for Phase 2 to ensure their health and safety.• Secure cleaning and disinfection supplies, PPE, establish SOPs and associated training for Phase 2.• Ensure community awareness and education of public health measures of Phase 2.• Prepared to revert to previous phases if transmission increases.
Transition from Phase 2 to Phase 3
<ul style="list-style-type: none">• Continued downward trajectory in cases and upward trajectory in screening, testing and treating (determined by state and local public health officials).• Ensure sufficient park and recreation department staff capacity and budget to support reopening for Phase 2.• Prepare and train staff for Phase 2 to ensure their health and safety.• Secure cleaning and disinfection supplies, PPE, establish SOPs and associated training for Phase 2.• Ensure community awareness and education of public health measures of Phase 2.• Be prepared to revert to previous phases if transmission increases.
Transition from Phase 3 to Phase 4
<ul style="list-style-type: none">• Vaccine and anti-viral treatments accessible to community.• Ensure sufficient park and recreation department staff capacity and budget to support reopening for Phase 4.• Secure cleaning and disinfection supplies, document SOPs for normal operations and prepare and train staff.• Be prepared to revert to previous phases if transmission increases.



<p><u>Phase 1</u> (only if WHO or White House Coronavirus Task Force and CDC indicators are met)</p>
<p><u>Allowable Activities</u></p> <p>This outlines the spaces, facilities and programs that could reopen, along with the types of use allowed.</p>
<ul style="list-style-type: none"> • Effectively meet World Health Organization indicators or White House Coronavirus Task Force and CDC Gating Criteria as well as core state preparedness responsibilities as determined by state and local public health officials. • Outdoor park and recreation spaces that allow for physical distancing can open to public for individual and household unit use. • Permanent outdoor restrooms should open to promote public health and hygiene with enhanced cleaning and sanitation measures. • Playgrounds, splash pads, swimming pools, recreation centers, athletic fields/complexes, outdoor exercise equipment, skate parks, senior centers stay closed. • No organized small or large group programs or events and no sharing of equipment
<p><u>Mitigation Strategies Implemented by Agency</u></p> <p>This outlines the additional measures that agencies should put in place to lower the risk of transmission.</p>
<ul style="list-style-type: none"> • Limit times of use if necessary. • Monitor spaces to reinforce physical distancing – implement environmental controls or reinstate closings if needed. • Install signage clearly identifying what is allowable and what is not in Phase 1; ensure signage is inclusive. • Launch community awareness and education campaign centered on public health measures individuals must take in Phase 1 • Implement enhanced cleaning and sanitation measures. • Ensure adequate supplies and PPE to support hygiene, including staff modeling behaviors. • All vulnerable individuals should continue to stay home as much as possible.
<p><u>Protective Measures for Public</u></p> <p>This outlines the protective public health measures that park users and participants should follow.</p>
<ul style="list-style-type: none"> • Must adhere to physical distancing. • Follow CDC guidance for face coverings, hygiene, staying home if symptomatic and as much as possible. • No gatherings of more than 10 people.



<p><u>Phase 2</u> (only if transition criteria for Phase 1 to 2 is met)</p>
<p><u>Allowable Activities</u></p> <p>This outlines the spaces, facilities and programs that could reopen, along with the types of use allowed.</p>
<ul style="list-style-type: none"> • Outdoor Park and recreation spaces and facilities can open to public for individual and household unit use and small group activities if physical distancing and conditions on gatherings are followed. • Additional park facilities and infrastructure can open based on risk and ability to physically distance (may include swimming pools, athletic complexes, dog parks, community gardens, courts, etc.). • Temporary outdoor restrooms can open with enhanced cleaning and sanitation. • Recreation centers can open for individual use and small group use with enhanced public health measures and physical distancing. • Playgrounds, splash pads, skate parks, and outdoor exercise equipment stay closed. • No organized large group programs or events and limit equipment sharing.
<p><u>Mitigation Strategies Implemented by Agency</u></p> <p>This outlines the additional measures that agencies should put in place to lower the risk of transmission.</p>
<ul style="list-style-type: none"> • Limit times of use and hours of operation if necessary. • Monitor spaces to reinforce physical distancing. • Install signage clearly identifying what is allowable and what is not in Phase 2; ensure signage is inclusive. • Implement environmental controls in indoor facilities when necessary – installing physical barriers (e.g. sneeze guards), hand sanitizer stations, zero-touch soap dispensers, spacing equipment 6 ft. apart, etc. • Establish protocols for health screenings of participants. • Maintain accurate participation records and contact information. • Continue community awareness and education campaign centered on public health measures individuals must take in Phase 2. • Implement enhanced cleaning and sanitation measures. • Ensure adequate supplies and PPE to support hygiene, including staff modeling behaviors. • All vulnerable individuals should continue to stay home as much as possible.
<p><u>Protective Measures for Public</u></p> <p>This outlines the protective public health measures that park users and participants should follow.</p>
<ul style="list-style-type: none"> • Must adhere to physical distancing. • Follow CDC guidance for face coverings, hygiene, staying home if symptomatic and as much as possible. • No gatherings of more than 10 people.



<p><u>Phase 3</u> (Only if transition criteria for Phase 2 to 3 is met)</p>
<p><u>Allowable Activities</u></p> <p>This outlines the spaces, facilities and programs that could reopen, along with the types of use allowed.</p>
<ul style="list-style-type: none"> • Playgrounds, outdoor exercise equipment and other frequently touched infrastructure and park facilities can open with enhanced public health measures and physical distancing. • Childcare programs can open with enhanced public health measures and physical distancing. • Group programs, including youth and adult sports, can run with enhanced public health measures, physical distancing and no travel.
<p>Mitigation Strategies Implemented by Agency</p> <p>This outlines the additional measures that agencies should put in place to lower the risk of transmission.</p>
<ul style="list-style-type: none"> • Limit times of use and hours of operation if necessary. • Monitor spaces to reinforce physical distancing. • Install signage clearly identifying what is allowable and what is not in Phase 3; ensure signage is inclusive. • Implement environmental controls at indoor and outdoor facilities when necessary – installing physical barriers (e.g. sneeze guards), hand sanitizer stations, zero-touch soap dispensers, spacing equipment 6 ft. apart, etc. • Maintain accurate participation records and contact information. • Establish protocols for health screenings of participants. • Continue community awareness and education campaign centered on public health measures individuals must take in Phase 3. • Maintain enhanced cleaning and sanitation measures. • Ensure adequate supplies and PPE to support hygiene, including staff modeling behaviors.
<p>Protective Measures for Public</p> <p>This outlines the protective public health measures that park users and participants should follow.</p>
<ul style="list-style-type: none"> • Physical distancing still encouraged • Follow CDC guidance on hygiene and protective measures • No gatherings of more than 50 people.



<p><u>Phase 4</u> (Only if transition criteria for Phase 3 to 4 is met)</p>
<p><u>Allowable Activities</u></p> <p>This outlines the spaces, facilities and programs that could reopen, along with the types of use allowed.</p>
<ul style="list-style-type: none"> • All operations can resume, including large community gatherings with enhanced public health measures.
<p>Mitigation Strategies Implemented by Agency</p> <p>This outlines the additional measures that agencies should put in place to lower the risk of transmission.</p>
<ul style="list-style-type: none"> • Continue community awareness and education campaign centered on potential need to reinstate mitigation measures as needed. • Maintain enhanced cleaning and sanitation measures. • Ensure adequate supplies to support hygiene, including staff modeling behaviors.
<p>Protective Measures for Public</p> <p>This outlines the protective public health measures that park users and participants should follow.</p>
<ul style="list-style-type: none"> • Practice good hygiene and stay home when sick.

Personal Responsibility

It is important that all individuals utilizing playground equipment and park facilities acknowledge that COVID-19 may be present. All patrons must take personal precautions in preventing the contraction and/or spread of the virus. Social distancing, wearing face masks, and washing of hands before and after playing on parks equipment or utilizing park facilities are strongly recommended and are necessary in helping to contain and defeat this virus.

City of Castroville

Pool Standard Operating Procedures

Patrons

This is an addition to our current SOP's and Rules to meet guidelines due to COVID-19

All patrons are required to follow all new and existing rules and guidelines.

- A) Failure to comply with any rules will result in being asked to leave or ban from pool.
- B) Patrons must adhere to the six foot rule unless from the same household.
- C) Patrons temp must be below 100.4 before being allowed in the pool.
- D) Patrons must not show these symptoms, coughing, shortness of breath, chills, repeated shaking with chills, Muscle pain, Headache, sore throat, new loss of taste and smell or have been around a person who had COVID-19.
- E) Patrons will be asked when entering pool using the handles, that they use hand sanitizer before and after they enter the pool.
- F) There will be no use of table or chairs by Patrons.
- G) Diving board will not be used.
- H) Patrons are asked to follow all health guidelines.
- I) There will be hand sanitizer available for the patrons to use

City of Castroville

Pool Standard Operating Procedures

Staff

This is an addition to our current SOP's to meet guidelines due to COVID-19. Staff is required to wear all PPE while pool patrons are present:

1) Health assessment of entering patrons:

- A) Check that all patrons entering have face coverings/ mask on. Entry will not be allowed prior.
- B) If temperature is below 100.4 patron will be allowed to enter pool area.
- C) If temperature is above 100.4, the patron will be asked to step aside for 5 min's to take temperature again.
- D) Upon reassessment of temperature, the patron will be denied entry to the pool if failed.

2) Collection of payment:

- A) Make sure you are wearing gloves.
- B) Handle money as little as possible.
- C) Do not at any time handle money without gloves.

3) Cleaning:

- A) Pool areas will be disinfected prior to opening.
- B) Additional cleaning if needed due to patron interaction
- C) Ensure hand sanitizer is available for the patrons.
- D) Restrooms/ changing areas will be single use and cleaned after each patron.
- E) Prior to opening all of restroom/ changing areas will be cleaned with disinfectant.
- F) If swimmers use restroom, that restroom must be cleaned prior to next entry.
- G) All restrooms will be stocked after each cleaning break if needed.
- H) Restrooms will be cleaned prior to closing.

4) Documentation:

- A) Chemicals will be measured 3X a day by Pool Maintenance Specialist.
- B) Lifeguards will also check chemicals during cleaning hour and document.
- C) If at any time chemicals do not meet CDC COVID-19 guidelines the pool will be closed immediately.
- D) All documentation will be updated daily to Director.

MAY 28, 2020

Phased Re-opening Plan

Castroville Public Library

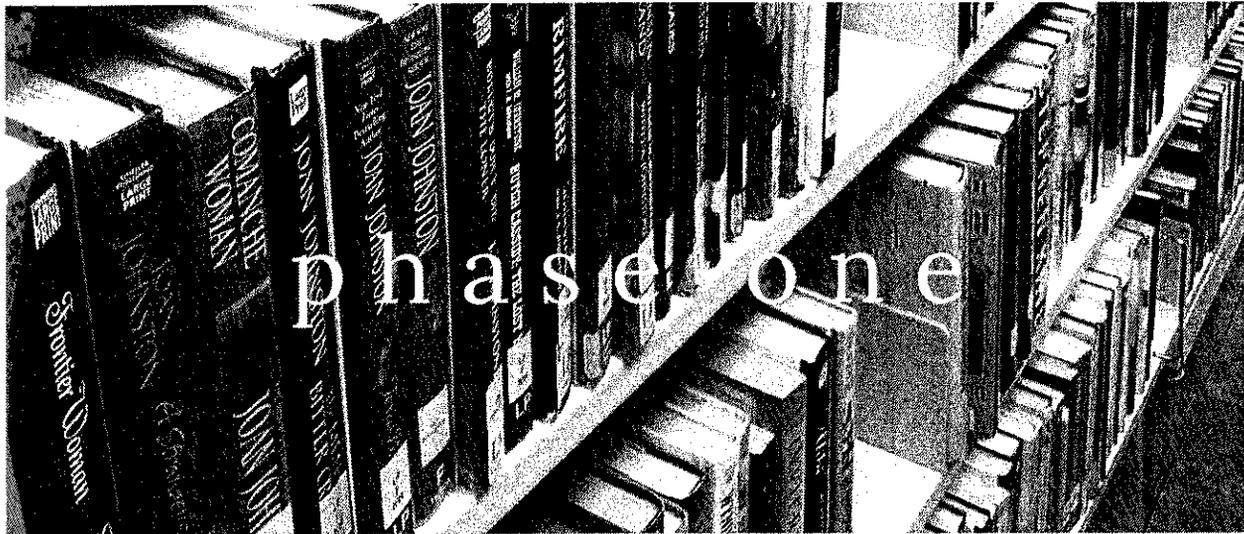


SUBMITTED BY

Angela N. Alejandro
Library Manager
Castroville Public Library

PRESENTED TO

Leroy Vidales
City Administrator
City of Castroville



JUNE 8-JULY 3, 2020 INITIATION OF CURBSIDE SERVICE

- o Patrons will login and place reserves using the online catalog
- o Staff will pull reserved materials from the stacks and notify patrons when items are ready for pick up
- o Patrons may pick up their materials outside the library Tuesdays, Wednesdays, and Fridays from 11am-4pm.

Item due dates:

- o All materials will be due June 15
- o Patrons are encouraged to return materials using the outdoor drop box
- o Materials checked out during this time period will have the normal three week patron checkout period
- o Staff will also implement a 14-day quarantine(see below)

Protocol for return of items:

- o Patrons may return materials in outdoor drop box
- o Staff will quarantine the materials for fourteen (14) days in boxes
- o Staff will then sanitize the outside of return materials
- o Materials will be returned to circulation after the quarantine protocol has been followed

In-library Programs:

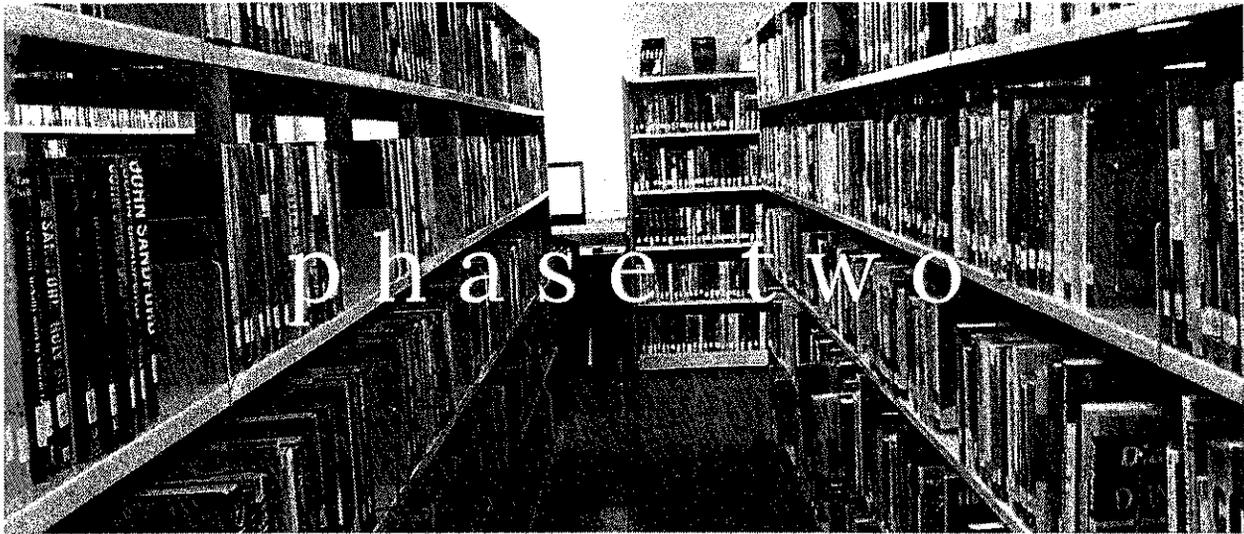
- o In-person library programs will be suspended
- o Staff will continue virtual story time and Let's Learn Together sessions via Facebook Live

Phase Two preparation:

- o Purchase Plexiglas shields for protection of staff
- o Install Plexiglas shields
- o Sanitize areas of traffic, such as restrooms and door handles
- o Clearly designate lines to prepare for social distancing
- o Mark the library using signs to maintain the flow of foot traffic
- o Distribute disposable masks to patrons that are lacking them
- o Hire Full time position that was approved in the January council meeting for a start date of June 15.
- o Purchase touch-less faucets for the restrooms

Inter-Library Loan

(ILL) services will resume when the Texas Amigos Express (TAE) courier informs us that they have re-opened.



JULY 6 -JULY 31, 2020 BROWSING ONLY

- o Library will be open Mon-Fri 10am-5pm
- o Only 10 patrons will be allowed in the library at a time
- o Staff will take patrons temperature using a non contact digital infrared forehead Thermometer
- o Patrons must wear a mask at all times with a thirty minute time limit
- o Patrons may only browse books, audios, and DVDS in the stacks
- o No loitering or computer usage will be permitted
- o Library staff will remain behind Plexiglas shields to aid patrons
- o Curbside service may continue for patrons who feel uncomfortable entering the library
- o Restrooms will be open and cleaned after each use.
- o All children must be accompanied by an adult at all times

Materials:

- o Patrons are encouraged to return their materials to the library outdoor book drop
- o Materials checked out during this time period will have the normal three week patron checkout period
- o Staff will continue to implement a 14-day quarantine period

Library programs will continue remain online.

Staff will begin online virtual summer camp:

- o Via the Zoom platform, staff will conduct four virtual summer camps
July 6-10 World Explorer/July 13-17 Space
July 20-24 Art/July 27-31 Science
- o Camp will be held Monday through Friday 10 a.m. to 12 p.m.
- o Make flyers to be mailed out in June
- o Campers will receive grab bags filled with the supplies needed to follow along with the activities in the sessions to be funded by the Friends of the Library

Phase Three Preparation:

- o Staff will designate which computers may be utilized to maintain social distancing
- o Staff will disinfect and sanitize computers
- o Purchase of silicone covers for Keyboards

“

Libraries may operate
at 25% of the total
listed occupancy.
-Office of the Governor



AUGUST 3- 28, 2020 LIMITED COMPUTER USAGE:

- o Phase Two browsing rules will remain in place
- o A limited number of computers will be available for usage (to maintain social distancing) with a 1 hour usage time allotted
- o Staff may aid patrons from behind counter but will not be available to aid in the computer area
- o Copies, prints, scans, and faxes will be available at this time
- o Staff will sanitize hands after touching patron's prints/scans/faxes/monies

Protocol for return of items:

- o Materials will be quarantined for seven (7) days
- o Staff will continue to sanitize materials before return to circulation

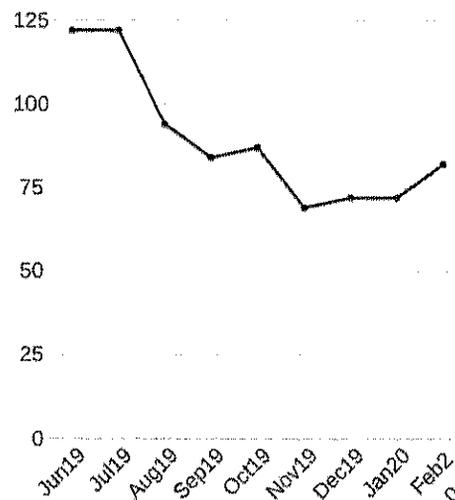
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The volume of visitors into a library on any given day, especially in light of the closure of many other community spaces, makes it exceptionally difficult to safeguard public and employee health, and to curtail community transmission.

-Texas Library Association

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Library Patrons Per Day (Avg)

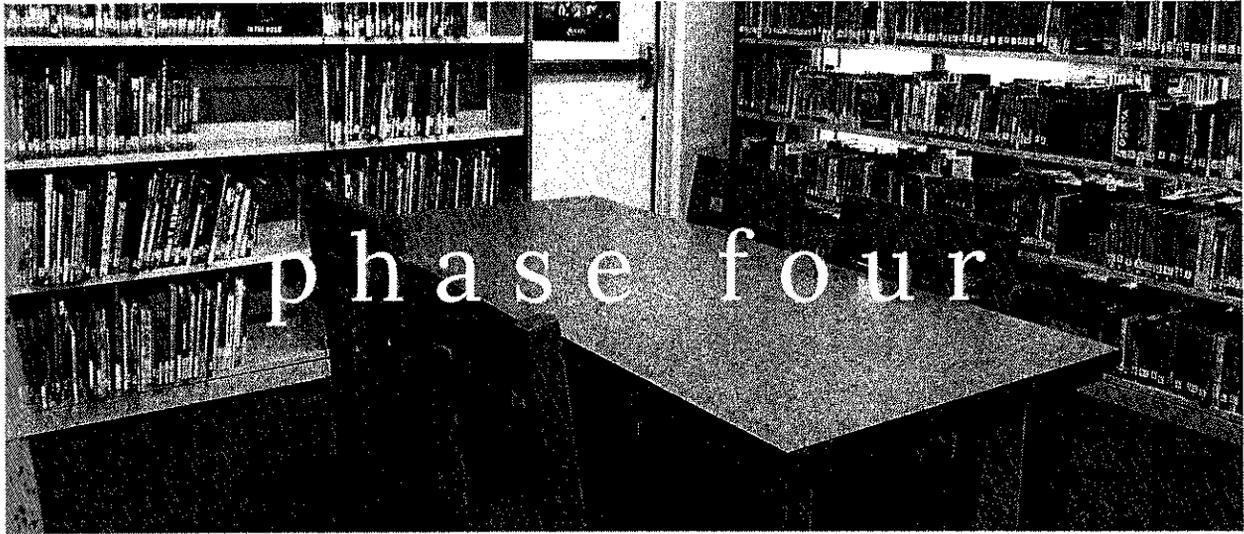


Friends of the Library Book Sale:

- o Books for sale by the Friends of the Castroville Library will again be available
- o Books may not be returned or held at the front desk
- o Staff will sanitize hands after touching monies

Phase Four Preparation:

- o Sanitize library furniture, including couches, chairs, computers



AUGUST 31-SEPTEMBER 2, 2020 CONTINUED SOCIAL DISTANCING:

“
Other methods should be utilized to slow the spread of COVID-19, such as wearing a face covering or mask, washing or sanitizing hand frequently, and avoiding sharing utensils or other common objects.
”

-Office of the Governor

- o Library occupancy may increase to 25 patrons
- o Patrons will still be encouraged to maintain social distancing
- o Staff will continue to remain behind shields as much as possible

Item due dates and returns:

- o Items will resume normal due dates
- o Staff will continue to sanitize items but will discontinue quarantine
- o Patrons will be permitted to return materials in indoor book drop

Minimal library programs may begin, with social distancing:

- o Book club may begin to meet
- o Children's storytime may take place outdoors
- o Other clubs and events will continue to be canceled
- o Cooking camp at the Braden Keller Center (under review at this time)

Library services:

- o Friends of the Library book sale will continue under Phase Three rules
- o Notary services may begin, but will be conducted by staff at counter behind shield
- o Copies, prints, and scans will continue to be available
- o Staff will still refrain from attending patron at computers
- o Staff may aid patron in locating materials, but will remind patron of social distancing and endeavor to maintain a six foot distance

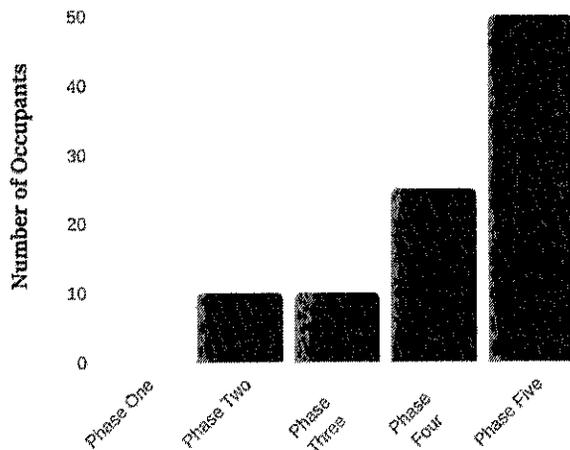
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The best way to prevent illness is to avoid being exposed to this virus. The virus is thought to spread mainly from person-to-person. Between people who are in close contact with one another (within about 6 feet). Through respiratory droplets produced when an infected person coughs, sneezes or talks.
”

-CDC



Phase Five (Total Re-opening) will remain under review as previous phases are implemented and accessed. The phased approach to reopening the library focuses on the vast amount of considerations that are needed to ensure that the library environment is both physically and psychologically safe for staff and patrons. All phases are subject to change upon the WHO, CDC, and governor's recommendations.

Proposed Library Occupancy during each phase



Summary of Proposed Library Phases:

- Phase One: Curbside**
- Phase Two: Browsing Only**
- Phase Three: Limited Computer Usage**
- Phase Four: Continued Social Distancing**
- Phase Five: Total Re-Opening**

Library Total Square Footage: 3321
Library Public Area Footage: 2816
Normal Occupancy: 56
Staff Present in Library: 4

*Re-opening Plan was developed by Katherine Hurlin and Angela Alejandro.
 Plan will be implemented by the Castroville Public Library Staff.*

(830) 931-4095
 802 London Street, Castroville, TX 78009



CITY COUNCIL AGENDA REPORT

DATE: June 05, 2020

AGENDA OF: June 9, 2020
DEPARTMENT: City Secretary
SUBJECT: Draft Council Policies and Procedures

RECOMMENDATION: Review and provide any changes at the scheduled meeting for adoption.

BACKGROUND:

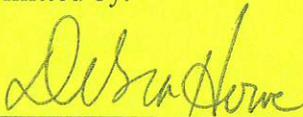
The City Attorney's office was assigned this project was to ensure compliance with Chapter 22 of the Texas Local Government Code. The provisions were revised to reset the rules to a starting base point and then council can consider/revise as needed. We recommend rules that are effective so that business is taken care of efficiently and balanced with the ability of the council to be able to enforce the rules.

FISCAL IMPACT/SOURCE OF FUNDING:

None.

ATTACHMENTS:

Submitted by:



Approved by:

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ORDINANCE No.

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AN ORDINANCE OF THE CITY COUNCIL OF CASTROVILLE, TEXAS AMENDING ORDINANCE NUMBER 2009-006 (ENTITLED RULES AND PROCEDURES FOR MEETINGS OF THE CITY COUNCIL OF THE CITY OF CASTROVILLE, TEXAS”); BY AMENDING THOSE PROVISION PROVIDING FOR RULES OF ENFORCEMENT AND PUBLIC AND MEDIA RELATIONS; PROVIDING FOR PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY; AND, PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, City Council adopted and amended its Rules of Decorum for City Council meeting by passage and approval of Resolution Number 143, and Ordinance Number 2009-006 as amended by Ordinance Number 2016-003 hereinafter the “Rules of Decorum”; and

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WHEREAS, City Council deems it appropriate to amend the Rules of Decorum in furtherance of City Council’s collective value of dedication to public service ; and

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WHEREAS, City Council finds these amendments will facilitate effective and efficient governance, encourage each Member to value their responsibility to each other, to the City’s professional staff, and to the public, and engender an atmosphere of respect, civility, and cooperation ; and

WHEREAS, it is City Council’s desire that the result of these amendments will be to cause City Council meetings to be a place where each Councilmember, staff member, and the public will be free to express their ideas and work to their full potential for the good of all our citizens so that each member may merit the respect and confidence of the citizens of the City of Castroville; and

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

Section one. Code Amended. The City of Castroville Code of Ordinances Chapter 2 (entitled “Administration”), Section 2-4 (entitled “Council policy and rules of procedures”) by adding the language that is underline (underlined) and deleting the language that is stricken (~~stricken~~) to the language set out in **Exhibit “A”** attached hereto and incorporated herein for all purposes.

Section two. Code Amended. The City of Castroville Code of Ordinances Chapter 2 (entitled “Administration”), Section 2-5 (entitled “Public contact/media relations”) by adding the language that is underline (underlined) and deleting the language that is stricken (~~stricken~~) to the language set out in italics (*italics*) below:

Sec. 2-5. - Public contact/media relations.

Representative government is only successful when citizens are kept informed and educated about the issues facing their city; consequently, it is imperative that the media play an important role in the council

48 and public relations. It is through an informed public that progress is ensured and good government
49 remains sensitive to its constituents. The mayor and councilmembers recognize that the news media provide
50 an important link between council and the public. It is council's desire to establish a professional working
51 relationship to help maintain a well informed and educated citizenry.

52 (1) During the conduct of official business, the city shall designate adequate space for the news
53 media. All reporters will receive an agenda in advance of council meetings and will be furnished
54 support material needed for clarification if requested. The use of media equipment such as lights,
55 cameras and/or microphones should be coordinated with the city administrator prior to the
56 meeting to ensure that this equipment does not disturb or otherwise conflict with or disrupt the
57 meeting or the council's activities.

58 (2) In order to avoid public confusion and ensure dissemination of the most accurate information
59 possible, the mayor and councilmembers should defer to the city administrator, the city's chief
60 executive agent, as primary point of contact for all media questions regarding daily operation and
61 maintenance issues.

62 (3) Councilmembers are encouraged to hold periodic informational meetings, solicit citizen feedback,
63 and otherwise share information of interest to constituents within their districts.

64 **Section three.** The recitals contained in the preamble hereof are hereby found to be true, and
65 such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part
66 of the judgment and findings of the Council.

67 **Section four.** All ordinances and codes, or parts thereof, which are in conflict or inconsistent
68 with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the
69 provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

70 **Section five.** If any provision of this Ordinance or the application thereof to any person or
71 circumstance shall be held to be invalid, the remainder of this Ordinance and the application of
72 such provision to other persons and circumstances shall nevertheless be valid, and the City
73 hereby declares that this Ordinance would have been enacted without such invalid provision.

74 **Section six.** It is officially found, determined, and declared that the meeting at which this
75 Ordinance is adopted was open to the public and public notice of the time, place, and subject
76 matter of the public business to be considered at such meeting, including this Ordinance, was
77 given, all as required by Chapter 551, as amended, Texas Government Code.

78 **Section seven.** The publishers of the City Code are authorized to amend said Code to reflect the
79 changes adopted herein and to correct typographical errors and to format and number paragraphs
80 to conform to the existing Code.

81 **Section eight.** The City Secretary is hereby directed to publish notice of this Ordinance, in
82 substantial form as **Exhibit "B"**, as required by Chapter 52, Subchapter B of the Texas Local
83 Government Code.

84 The remainder of this page intentionally blank

86 **Section nine.** This Ordinance shall be effective upon the date of final adoption hereof and any
87 publication required by law.

88 Adopted by the City Council this _____ day of _____ 2020.

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90 Approved by the Mayor Texas this _____ day of _____ 2020.

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CASTROVILLE, TEXAS

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PHYLLIS SANTLEBEN, Mayor

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98 ATTEST:

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DEBRA HOWE, City Secretary

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104 APPROVED AS TO LEGAL FORM

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CYNTHIA TREVINO, City Attorney

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Exhibit "A"

Amendment to Section 2-4

citi

Sec. 2-4. - Council policy and rules of procedure.

- (a) *Council's role: In order to ensure the proper discharge of duties for the improvement of democratic local government, councilmembers will display a level of behavior that demonstrates independent, impartial review of all matters addressed by them, and be duly responsible to the citizens of Castroville and each other in their relationships.*
- (b) *Mayor's role: The presiding officer of the council is responsible for conducting the meeting. When present and participating, the mayor shall serve as presiding officer at meetings of council. The mayor may participate in discussions of all matters coming before council. After each general election, council shall elect from among councilmembers a mayor pro tempore who shall act as mayor during the absence or disability of the mayor. If neither the mayor nor the mayor pro tempore are able to serve, the remaining councilmembers may by majority vote designate a councilmember to preside. The mayor shall preserve order and decorum during council meetings and shall require councilmembers engaged in debate to limit discussion to the question under consideration. The mayor is the spokesperson for the council on all official city occasions unless absent, at which time the mayor pro tempore will assume the role. The mayor will guide council discussions, respond to council questions, summarize issues and call items for council action. The mayor will encourage all councilmembers to participate in discussion and give each member an opportunity to speak before any member can speak again on the same subject. The total time an individual councilmember may speak on a discrete issue during a meeting will be limited to no more than 15 minutes, unless additional time is provided to the councilmember by a majority council vote.*
- (c) *Council meetings:*
 - (1) *Regular meeting. Council shall meet regularly at such place and times as prescribed by council, but no less frequently than twice each month unless otherwise resolved by council. [Council shall adopt a resolution specifying the scheduled date/time/location and may amend the resolution as may be required from time to time. [CT1]*
 - (2) *Quorum. Council must have a quorum to meet, deliberate, debate, and decide on any city business. A quorum is defined as the minimum number of councilmembers necessary to conduct the business of that group. A quorum for will be attained when three or more councilmembers are present.*
 - A. *A quorum for a regular meeting is three councilmembers.*
 - B. *A quorum for a special meeting is four councilmembers.[hhe2]*
 - (3) *The mayor may call a special meeting on the mayor's own motion and shall call a special meeting on the application of three aldermen. Each member of the governing body, the secretary, and the municipal attorney must be notified of the special meeting. The notice may be given personally or left at the person's usual place of residence. A special meeting may be held with 72 hours' notice on any day of the week to consider items that require action prior to the next regularly scheduled meeting and may be called upon the request of the mayor or a majority of councilmembers. [hhe3]*
 - (4) *Workshops. A workshop is considered a regular meeting if held on the regularly established meeting date and time and a special meeting if called by the mayor on the mayor's own motion or on the application of three aldermen. A council workshop may be held with 72 hours' notice on any day of the week to consider, in detail, a particular subject or problem of city interest. Workshops emphasize interaction between mayor,*

council and staff in order to exchange information and develop approaches and possible positions for future council action. Council meeting rules and procedures may be relaxed during a workshop at the discretion of the mayor or presiding officer or by a majority of councilmembers. Notice of the workshop must be posted in compliance with the Texas Open Meetings Act.[CT4]

- (5) Agenda. *An agenda for a regular or special called meeting shall be posted at least 72 hours in advance of the meeting in compliance with the Texas Open Meetings Act. When the agenda item requires a public hearing, the mayor or presiding officer shall request staff comment, allow for questions by council, open the public hearing for public comment, and close the public hearing.*
 - (6) Attendance[hhe5]. *Councilmembers are expected to attend all meetings and workshops and stay in attendance during each meeting. If for any reason a councilmember desires to leave a meeting or workshop prior to its termination, he/she will request the presiding officer grant a recess, adjournment or if a quorum of council members are present the meeting may continue. Council may compel the attendance of its members as set forth in Texas Local Government Code section 22.038.*[CT6]
 - (7) Conflicts of Interest. *A councilmember prevented from voting due to a conflict of interest shall abstain from the debate, shall not vote in the matter, and shall otherwise comply with state law and ordinances concerning conflicts of interest.*
 - (8) Participation. *During council meetings and workshops, councilmembers shall assist in preserving order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings nor refuse to obey the rules of the council.*
 - (9) City Staff. *Administrative staff and city employees shall observe the same rules of decorum applicable to councilmembers. All persons addressing councilmembers, including the city administrator, shall be recognized by the presiding officer and shall limit remarks to the matter under discussion. All remarks and questions addressed to the council shall be addressed to the council as a whole and not to any individual member.*
- (d) Persons addressing the council:
- (1) Addressing the Council. *At council meetings, council may hear comments from any citizen or visitor. Speakers must address their comments to the presiding officer rather than individual councilmembers, staff, or members of the audience; stand at the podium, speak clearly into the microphone and state name and residential address before speaking. If the speaker is speaking on behalf of an organization or group, the speaker shall identify the group. Only one person may address the council at any time unless otherwise allowed by council majority. Persons addressing council shall do so in a respectful and orderly manner without shouting or argumentative behavior or making personal, impertinent, slanderous, or profane remarks about any councilmember, city staff member, or a member of the general public. Speakers shall address council and staff respectfully and no shouting or argumentative behavior will be tolerated.*
 - (2) Time to speak. *Citizen comments will be permitted only at times specified on the published council agenda; speakers will be allowed a maximum of three minutes to speak; additional time may be extended by a council majority.*[CT7]. *The council, in its discretion may allow citizens comments at any other time as determined necessary.*
 - (3) Lines of communication. *The mayor and council encourage citizen input regarding their city concerns, questions, and suggestions. Council strongly suggests that citizens contact the City administrator and their district councilmember concerning specific issues prior to speaking at council meetings.*
- (e) Members of the audience: *No person in the audience at a meeting of council shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening, or abusive language, whistling, stamping of feet, eating or drinking, using tobacco or tobacco products, or other acts which disturb, disrupt, or otherwise impede the orderly*

conduct of any council meeting. Cell phones shall be turned off or set to silent or vibrate mode. Hats will not be worn in council chambers.

- (f) *Rules of enforcement:*
- (1) *Warning. The mayor or the presiding officer shall request that a person breaching any part of subsection (i), (d) or (e) above cease the disruptive conduct. If, after receiving a warning from the mayor or the presiding officer, the person persists in disturbing the council meeting, the mayor, the presiding officer, or a majority of council shall order the person to leave the council meeting. If such person does not remove himself, the mayor or the presiding officer shall first call for a ten minute recess to regain order; if order is not regained, the mayor or presiding officer may direct any on-duty law enforcement officer to remove that person or persons from council chambers.*
 - (2) *Removal of member of audience: Any on-duty law enforcement officer shall carry out all reasonable orders and instructions given by the mayor or the presiding officer for the purpose of maintaining order and decorum at council meetings.*
 - (3) *Removal of councilmember: A councilmember may only be removed from the council meeting after a vote is taken of the city council. If the vote is in favor of the councilmember, the councilmember shall be at liberty to proceed.*
 - (4) *Civil and criminal penalties: The city may enforce the provisions of this article by injunctive relieve as well as prosecution for applicable criminal violations. An offense under this article is a misdemeanor and any person violating this article shall, upon conviction, be fined a sum not exceeding \$200.00. Each instance that a provision of this article is violated shall constitute a separate offense.*
- (g) *Agenda item submission: Any councilmember may submit an item for placement on a council meeting agenda. The submitted item must be specific, contain an explanation of purpose, include background information, and state the date of the council meeting the councilmember wishes the item to be placed. An item for placement on the agenda must be submitted in person or electronically to the city secretary at city hall no later than 5:00 p.m. on the fourth business day prior to the date of the next council meeting. Items submitted to the city secretary after that time will normally be held over until the next regularly-scheduled council meeting, unless the item is of such importance that the mayor elects to place the item on an earlier agenda or calls a special city council meeting.*
- (h) *Placement on agenda: The mayor, working with the city administrator, will determine, using his best judgment, the most important items received for placement on the agenda. Any item that has been properly and timely submitted by a councilmember as described above shall be placed on the agenda of the council meeting. If the mayor, in his discretion, finds that there is insufficient background information submitted to adequately address the issue, he will so notify the councilmember and delay placement on the agenda until sufficient information is provided to the city secretary; a council majority may nevertheless place the item on the agenda for consideration during the next regularly scheduled meeting. Councilmembers are encouraged to contact the mayor or city secretary regarding any questions they may have about items that have been placed on an agenda.*
- (i) *Notification: Notification of meetings shall be compliant with the Open Meetings Act and Public Information Act. The city secretary shall transmit notice of a meeting to city council members, interested persons who have requested copies of a meeting notice, post a notice on the exterior public notice board at City Hall, and post the meeting notice on the homepage of the city's official website.*
- (j) *Agenda item consideration:*

- (1) *Ordinarily the mayor or other presiding officer will follow the agenda as posted; however, the mayor or the presiding officer generally maintains the option of addressing agenda items out of order to facilitate guests, reduce costs, or other factors. In addition, the mayor or presiding officer shall address agenda items out of order, table, or postpone any agenda item on the motion and majority vote of council.*
 - (2) *Persons under retainer agreement or contract with the city for professional services (e.g., attorneys, engineers, auditors, etc.) shall only attend council meetings when specifically requested by the mayor, city administrator, or majority of councilmembers. These professionals shall be scheduled as early as possible on council meeting agendas to ensure a minimal expense to the city.*
- (k) *Minutes: Minutes of each council meeting, workshop, and public hearing shall be prepared by the city secretary and submitted to a subsequent council meeting for approval. The city secretary may distribute copies of the proposed minutes for review to the mayor and councilmembers prior to the council meeting. The minutes shall contain a brief narrative of council's deliberations, record all motions, and note council vote on each item. The city secretary shall maintain both a paper and electronic record of the approved minutes. Electronic copies of approved minutes will be posted on the city's official web site as soon as practicable.*

Exhibit "B"

Publication Notice

PUBLIC NOTICE

ON THE _____ DAY OF _____, 2020, THE CITY COUNCIL OF THE CITY OF CASTROVILLE TEXAS ADOPTED AN ORDINANCE AMENDING ORDINANCE NUMBER 2009-006 (ENTITLED RULES AND PROCEDURES FOR MEETINGS OF THE CITY COUNCIL OF THE CITY OF CASTROVILLE, TEXAS"); BY AMENDING THOSE PROVISION PROVIDING FOR RULES OF ENFORCEMENT AND PUBLIC AND MEDIA RELATIONS; PROVIDING FOR PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY NOT TO EXCEED \$200.00 PER VIOLATION; AND, PROVIDING FOR AN EFFECTIVE DATE.



CITY COUNCIL AGENDA REPORT

DATE: June 05, 2020

AGENDA OF: June 9, 2020

DEPARTMENT: Mayor

SUBJECT: Appointment of council liaisons for City Boards and Commissions

RECOMMENDATION: Appointment of Liaisons by the Mayor

BACKGROUND:

Each year after the General Election, the mayor appoints a council member to each of the City Boards and Commissions for a one-year term.

The list of Boards and Commissions are:

Airport Advisory – meets on first Monday at 5:00 pm

Planning and Zoning Commission – meets on second Wednesday at 6:30pm

Library Advisory – meets on second Wednesday at 6:30pm

Historic Landmark Commission – meets on third Tuesday at 6:30pm

Parks and Recreation Advisory – meets on third Wednesday at 6:30pm

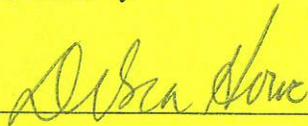
Zoning Board of Adjustments – meets as needed at 6pm.

FISCAL IMPACT/SOURCE OF FUNDING:

None.

ATTACHMENTS:

Submitted by:



Approved by:
