



San Patricio Agriculture

“Agriculture Affects Everyone”

219 N. Vineyard, Sinton, TX 78387; Phone: 361-587-3400; Fax: 361-364-6237

SPECIAL POINTS OF INTEREST: August, 2021

Issue 2

* Southeast Region Row Crop Team Grain and Cotton Marketing update Link - <https://agrilife.zoom.us/j/93705592814?pwd=WGFkTjErOVh4UFdCa2xLNk1RlhiQT09>

3rd Wednesday of the month - next update September 15, 2021 at 7am

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The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating.

Hello Again,

It has been another unique year in San Patricio County. There have been ups, downs, and I think some would say loops but hopefully we are coasting into cotton picking and it will be smooth ride to the finish. To begin with on a positive note, corn harvest is near completion and yields have been good across the county. Cotton looks good as well and there are pickers running as this is being written. However, our grain sorghum crop that was really promising, sustained considerable damage across the Coastal Bend. Some incurred more than others but, all had sprouting and yield loss from the persistent rain that blanketed our area. I think most would say it could have been worse but there were some producers that had a substantial loss on their grain sorghum crop.

Every ten years in Texas, livestock producers are required to register or re-register their brand or brands, ear marks, electronic devices and tattoos. In accordance with Article 144.044 of the Texas Agriculture Code “Recording” on Monday, August 30, 2021, San Patricio County Clerk’s Office will begin the process or renewal of your brands. You will have until Monday, February 28, 2022, to renew your registration. On Tuesday, March 1, 2022, all brands that have not been renewed will become “open brands” for the general public. Any brand that is not renewed becomes “void” on March 1, 2022. The recording fee will be \$26 per brand per location. Additional locations filed at the initial filing will be \$5 per location. Example: C on left would be \$26. C on hip, left rib, left shoulder, and left thigh, all filed at the same time would be \$46. Please note that you cannot submit applications before August 30, 2021. It is a best management practice in the livestock industry that livestock owners permanently identify their livestock. However, The Texas Agriculture Code, Section 144.121 Use of Unrecorded Mark or Brand states that a) A person commits an offense if the person marks or brands any unmarked or unbranded livestock with a mark or brand that is not recorded under this section b) An offense under this section is a misdemeanor punishable by a fine not to exceed \$500.

I have also included the results from the county grain sorghum hybrid trial and the county corn hybrid trial. I want to thank Andrew Miller and Ring Bros for their resources and management of these trials. I also want to thank Dr. McGinty and Dr. Schnell for their assistance as well as, Dr. McGinty, Clint Livingston, Clayton Moore, Hector Garcia and Danny Gonzales for helping with data collection.

If you are on my email list you were sent an excerpt from Tiffany Lashmet’s Ag Law Blog with regards to the Amendment to the Farm Animal Liability Act. I have decided to include the complete blog post, and also Tiffany’s blog that explains the Texas Agritourism Act. Both do a good job explaining the Acts and their requirements for protection to landowners. Please note the signage requirements, contractual language requirements and the required release language for both the Farm Animal Liability Act and the Texas Agritourism Act.

Finally, a reminder that the Grain & Cotton Marketing update is on the 3rd Wednesday at 7am <https://agrilife.zoom.us/j/93705592814?pwd=WGFkTjErOVh4UFdCa2xLNk1RlhiQT09>. There is valuable information each month and I hope you will join us or I do post the recording for later viewing. Don’t hesitate to call if you miss the posting and I will get you the link.

Till Next Time

So often in Agriculture, there is not a simple answer to a simple question.

Grain Sorghum Hybrid Results

Texas A&M AgriLife Extension Service San Patricio County 2021

Cooperator: Andrew Miller Farms

Authors: Bobby R. McCool, Dr. Josh McGinty

*Planted: March 9, 2021
Seed/ac 52,000*

*Harvested: July 28, 2021
8 rows / 30 in / 200'*

Company	Hybrid	Moisture %	Test Weight lb/bu	Yield lb/A
Dekalb	DKS54-07	12.5 b	58.2 a	4760 a
Sorghum Partners	SP7715	13.5 a	57.0 ab	4687 a
Dynagro	M72GB71	12.5 b	56.3 bc	4178 ab
Dekalb	DKS44-07	12.5 b	57.2 ab	3957 b
BH Genetics	BH 57-55	12.5 b	57.6 ab	3681 bc
BH Genetics	BH XPS4055	11.8 c	53.2 d	3539 bc
Dynagro	M71GR91	12.6 b	57.6 ab	3495 bc
Pioneer	85P81	12.2 bc	53.6 d	2990 cd
Sorghum Partners	SP 68M57	12.6 b	55.4 c	2692 d
	Mean	12.5	56.2	3776
	P>F	0.0	<0.0001	0.0002
	LSD (0.05)	0.5	1.4	726
	CV (%)	3.81	3.28	20.00

Corn Hybrid Results

Texas A&M AgriLife Extension Service San Patricio County 2021

Cooperator: Ring Bros Farms

Authors: Bobby R. McCool, Dr. Josh McGinty

*Planted: March 7, 2021
Seed/ac 19,300*

*Harvested: August 9, 2021
8 rows / 30 in / 1350'*

Brand	Hybrid	Moisture %	Test Weight lb/bu	Yield bu/A
Dynagro	D57TC29	14.2 c	57.7 d	95 a
Dekalb	DKC65-99	14.6 b	60.0 ab	90 ab
LG Seeds	LG64C30	14.5 bc	59.3 bc	85 bc
Dynagro	D54VC14	14.6 b	59.0 c	81 cd
Dekalb	DKC69-99	15.0 a	60.2 a	76 de
LG Seeds	LG68C88	14.4 bc	60.7 a	69 e
	Mean	14.5	59.5	83
	P>F	0.0116	0.0001	0.0002
	LSD (0.05)	0.3	0.8	8
	CV (%)	1.92	1.86	11.78

Amendments to Texas Farm Animal Liability Act Effective September 1

Posted on June 21, 2021 by [tiffany.dowell](#)

<https://agrilife.org/texasaglaw/2021/06/21/amendments-to-texas-farm-animal-liability-act-effective-september-1/>

The Texas Legislature has passed and Governor Abbott has signed House Bill 365, which will make important changes to the Texas Farm Animal Liability Act (FALA). All farm animal owners should pay careful attention to the changes coming to the FALA, which will modify the scope of application and will also require additional steps be taken by farm animal owners.

Background

The Texas Farm Animal Liability Act is a statute offering limited liability to farm animal owners if injuries are caused by an inherent risk to a farm animal activity. For example, when a person rides a horse, there is an inherent risk that person could get bucked off. Through the FALA, the Texas legislature intended to ensure the horse owner in this example would not be liable for resulting injuries. The statute was passed in 1995 and was amended in 2011 to expand the scope beyond just equine animals to all “farm animals.”

In 2020, the Texas Supreme Court issued its opinion in *Waak v. Rodriguez*, a case involving an employee who was killed while moving a bull. The Court found that the FALA was inapplicable if the injured party was a “rancher or ranch hand.” The Court believed that the legislature intended the Act’s protections to apply only to situations such as “shows, rides, exhibitions, competitions, and the like.” For more information on this decision, <https://agrilife.org/texasaglaw/2020/07/06/texas-supreme-court-holds-farm-animal-liability-act-inapplicable-to-ranchers-ranch-hands/>

In the aftermath of the *Waak* decision, the Texas Legislature met for the 87th Legislative Session. Representative Andrew Murr introduced House Bill 365. This bill was designed to essentially modify the FALA to ensure that it does, in fact, apply to working ranches and in situations involving injured ranchers and ranch hands, among other changes. In other words, HB 365 would essentially undo the Texas Supreme Court’s verdict in the *Waak* case going forward.

HB 365

House Bill 365 was passed by the Legislature and signed into law by Governor Abbott on June 4, 2021. The new provisions of the Farm Animal Liability Act included in this bill will be effective as of September 1, 2021. [Read bill text <https://capitol.texas.gov/BillLookup/History.aspx?LegSess=87R&Bill=HB365>]

There are a number of key changes made by HB 365 of which farm animal owners should be aware.

1. Expanded activity descriptions

Specifically, this bill would add language to ensure its application to working farms and ranches and in instances where a rancher or ranch hand is injured. For example, the title of the statute would change from “Liability Arising from Farm Animal Activities or Livestock Shows” to “Liability Arising from Farm Animals.” Tex. H.B. 365, 87th Leg. R.S. (2021). In order to achieve this objective, a number of definitions have been amended. Do note that “farm” means “any real estate, land area, facility, or ranch used wholly or partly for raising, cultivating, propagating, fattening, grazing, or any other farming, livestock, agricultural, apicultural, or aquacultural operation. *Id.* § 87.001(2-a).

The meaning of “farm animal activity” will now also include owning, raising, transporting, or pasturing a farm animal. Similarly, the definition also includes assisting in or providing animal health management activities, including vaccines, assisting in or conducting customary tasks on a farm concerning farm animals, and transporting or moving a farm animal. *Id.* at § 87.001(3). “Engages in a farm animal activity” will be modified to include feeding, vaccinating, exercising, weaning, transporting, producing, herding, corralling, branding, dehorning, assisting in or providing health management activities, and engaging in routine or customary activities on a farm to handle and manage farm animals. *Id.* at § 87.001(1).

The bill also adds express language to a couple of additional definitions. It adds “farm owners or lessees” to the description of those protected throughout the bill, *see, e.g., id.* at § 87.001 (3); § 87.005(a), and includes a person who handles, buys, or sells livestock animals to the definition of “livestock producer.” *Id.* at § 87.001(6-a).

Amendments to Texas Farm Animal Liability Act Effective September 1 - Cont.

2. Expanded definition of “farm animal professional”

Currently, the FALA defines a farm animal professional as a person engaged for compensation in instructing a participant, or renting to a participant a farm animal for the purpose of riding, driving, or being a passenger on the farm animal; renting tack to the participant; examining or administering medical treatment to a farm animal as a veterinarian; and someone providing veterinary or farrier services—who would be required to hang the sign. Tex. Civ. Practice & Remedies Code § 87.001(5). HB 365 will expand the “farm animal professional” definition to add persons engaged for compensation in the following activities: “providing nonmedical care or treatment to a farm animal, including vaccinations; assisting in providing animal health management activities, including vaccination; providing care, feeding, and husbandry of farm animals; assisting or conducting customary tasks on a farm concerning farm animals; and transporting or moving livestock.” Tex. H.B. 365, 87th Leg. R.S. (2021) at § 87.001(5).

3. Modifications to signage and contractual language requirement

One of the most important changes for farm and ranch owners to be aware of has to do with the requirements that a sign be hung for farm animal professionals. The amendments will require farm animal professionals (which is more broadly defined, as noted above) as well as all farm owners or lessees to post and maintain a sign with statutory language per the Act’s requirements. *Id.* at § 87.005. Additionally, the same statutory language must be included in every written contract that a farm animal professional, owner, or lessee enters into with a participant, employee, or independent contractor for professional services, instruction, or the rental of equipment or tack of a farm animal. *Id.*

The required language has been slightly modified by the new bill, and will read as follows effective September 1:

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

This is critical for farm and ranch owners. Previously, farm and ranch owners and lessees were not required to hang the sign. Now, however, they will need to do so. Moreover, because the statutory language required for the sign has been changed (by including farm owners or lessees to the list of those protected and adding the language about independent contractors or employees), farm animal professionals and farm and ranch owners may want to obtain signs with this new language out of an abundance of caution.

4. Change in “Farm Animal” Definition

In an amendment that was added during the House committee process, the new FALA will expand “farm animal” to include “a honeybee kept in a managed colony.” *Id.* at § 87.001(2-b). This means that for beekeepers, the FALA’s protections will now be available for the first time.

5. Modification to “Limitation on Liability” Section

The bill will also alter the structure of the section titled “limitation on liability.” The changes will provide that all persons, including a farm owner or lessee, are not liable for damages or injury caused by the inherent risk of a farm animal, farm animal activity, showing of an animal at a livestock show, or the raising or handling of livestock on the farm. *Id.* at § 87.003. Additionally, there was a slight change to the list of inherent risks that will ensure it applies to injuries to a person on the animal, handling the animal, or otherwise around the animal. *Id.*

Amendments to Texas Farm Animal Liability Act Effective September 1 - Cont.

6. Inclusion of Employees and Independent Contractors

Previously, there had been disagreements in lower court opinions regarding whether the Farm Animal Liability Act applied to independent contractors and/or employees who were injured. See, e.g., *Young v. McKim*, 373 S.W.3d 776 (Tex. Ct. App. – Houston 14th Dist. 2012) (FALA applied as defense to claim by injured independent contractor); *Dodge v. Durdin*, 187 S.W.3d 523 (Tex. Ct. App. – Houston 1st Dist. 2002) (FALA inapplicable when employee was kicked by horse because Act does not apply to injured employees); *Johnson v. Smith*, 88 S.W.3d 729 (Tex. Ct. App. – Corpus Christi 2002) (FALA available defense when independent contractor breeding horses was bit in face). As of September 1, this question will be answered as the amended statute includes both independent contractors and employees in the definition of a “participant.” Tex. H.B. 365, 87th Leg. R.S. (2021) at § 87.001(9). Thus, this defense is available even in situations with an injured employee or independent contractor.

7. Labor Laws Not Affected

The bill also expressly provides that nothing in the Farm Animal Liability Act affects the applicability of Chapter 406 of the Labor Code, or an employer’s ability to refuse to subscribe to workers’ compensation. Tex. H.B. 365, 87th Leg. R.S. (2021) at § 87.0021.

Conclusion

The passage of House Bill 365 makes important changes to the Texas Farm Animal Liability Act. In addition to expanding the scope of the Act to expressly cover working farms and ranches and to apply to cases involving injured employees and independent contractors, the Act will also require farm and ranch owners or lessees to hang a sign with the required statutory language.

Texas Agritourism Act

Posted on February 1, 2016 by tiffany.dowell

<https://agrilife.org/texasaglaw/2016/02/01/texas-agritourism-act/>

As was briefly mentioned in this prior [legislative recap post](#), Texas now has a new statute offering liability protection for agritourism operations. The Act, carried as SB 610 and now codified as [Texas Civil Practice and Remedies Code Chapter 75A](#), offers important protections of which landowners need to be aware.

The statute provides that an “agritourism entity” is not liable to any person for injury or damages to an “agritourism participant” if: (1) the required signage is posted; or (2) a written agreement containing required language is obtained.

Let’s break this statute down to discuss each requirement.

Definitions

(1) The act is aimed at protection persons injured while participating in an “agritourism activity.” By definition, an agritourism activity is an activity on agricultural land for recreational or educational purposes of the participants, regardless of compensation.

The requirement that the property involved be “agricultural land” means that it must be land suitable for use in the production of fruit or crops grown for human or animal consumption, or plants grown for production of fibers, floriculture, viticulture, horticulture, or planting seed, or suitable for domestic or native farm or ranch animals to be kept for use or profit. This is a very broad definition—requiring only that land be “suitable for” this wide range of agriculturally related activities.

Texas Agritourism Act - Cont.

Posted on February 1, 2016 by tiffany.dowell

<https://agriflife.org/texasaglaw/2016/02/01/texas-agritourism-act/>

The requirement that a person be engaged in an educational or recreational activity is also important. A “recreational purpose” is defined as including hunting, fishing, swimming, boating, camping, picnicking, hiking, pleasure driving (including ATVs), nature study, cave exploration, water sports, biking, disc golf, walking dogs, radio control flying, and other activities associated with enjoying nature or the outdoors. Again, this is an extremely broad definition.

So, for example, if a plaintiff was on a defendant’s ranch land to hunt deer, that would meet the definition of an “agritourism activity” required for the statute to apply.

(2) The Act offers protection to “agritourism entities.” This is defined as a person engaged in the business of providing an agritourism activity, without regard to compensation. For example, a farmer or rancher who allowed persons to enter his or her property for recreational or educational purposes would meet this definition.

(3) The Act applies to “agritourism participants.” This term is defined as an individual engaged in an agritourism activity. This means that any person who is on agricultural land for a recreational or educational purpose meets this requirement. Specifically excluded from this definition, however, are employees of the agritourism entity. So, assume a ranch allows a neighbor to come over to fish and he is injured. That neighbor would be an agritourism participant. If, however, it was an employee of the ranch who was injured while fishing, the statute would not apply.

(4) The Act applies to “agritourism participant injuries.” This term is defined as “an injury sustained by an agritourism participant, including bodily injury, emotional distress, death, property damage, or any other loss arising from the person’s participation in an agritourism activity.” Again, this is a broad reaching definition that will allow limited liability for most damage claims.

Requirements for Limited Liability

If the above requirements are satisfied and the Act applies, an agritourism entity is not liable for any agritourism participant injuries if one of the following two options are met: (1) required signage is posted; or (2) a release including required language is obtained.

(1) Required signage. The first option in order to qualify for limited liability is for a landowner to post warning signs. Under the statute, the signs must be clearly visible on or near any premises where an agritourism activity occurs. The sign must contain the following language: **WARNING: UNDER TEXAS LAW (CHAPTER 75A, CIVIL PRACTICE AND REMEDIES CODE), AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AN AGRITOURISM ACTIVITY.**

(2) Required release language. The alternative option is for the agritourism entity to obtain a signed written agreement from participants. The agreement must be (1) signed before participation in an agritourism activity; (2) be signed by the participant or the participant’s guardian if he or she is a minor; (3) be separate from any other agreement between the participant and entity except a different warning, consent, or assumption of risk, (4) be printed in at least 10 - point bold type; and (5) contain the following language: **AGREEMENT AND WARNING: I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.**

Texas Agritourism Act - Cont.

Posted on February 1, 2016 by tiffany.dowell

<https://agrillife.org/texasaglaw/2016/02/01/texas-agritourism-act/>

Exceptions to Limited Liability

The limitation on liability offered by this statute is not, however, unlimited. Numerous exceptions apply.

- (1) As noted above, the statute expressly states it does not apply if an employee of the entity is injured.
- (2) The protections do not apply if the injury was caused by the entity's "negligence evidencing a disregard for the safety of the agritourism participant."
- (3) The protections do not apply if the injury is caused by a dangerous condition of which the entity had actual knowledge or reasonably should have known on the land, facilities, or equipment used in the activity.
- (3) No limited liability exists if the injury is caused by the dangerous propensity of a particular animal used in the activity not disclosed to the participant of which the entity has actual knowledge or reasonably should have known.
- (4) Protections do not apply if the injury is caused by the entity's failure to adequately train an employee involved in an agritourism activity.
- (5) No limited liability exists for injuries intentionally caused by the entity.

Summary and Key Take Home Points

- (1) This statute offers free limited liability if the requirements are met. Any Texas landowner or occupant who allows persons to make recreational or educational use of their property should carefully review the statute and ensure its protections apply. The broad language of the statute's definitions of "agricultural land" and "recreational activity" will likely cover a number of operations. Importantly, this protection will apply to persons injured while hunting on property.
- (2) Agritourism entities should comply with at least one (if not both) of the requirements regarding signage and written agreements. There are potential advantages to both. The signs could be useful if additional persons are on the property who did not sign the waiver form. For example, if your neighbor signs the required release form but then brings his wife along to hunt, the signs would be very important if the wife were injured and had not signed the form. On the other hand, the waiver form specifically states that it applies to minors, whereas the signs do not. The most prudent course would, obviously, be to have both signs and the signed document.
- (3) This statute expressly states that it is in addition to other limitations of liability. Thus, protections of other statutes such as the Farm Animal Liability Act (read about that at <https://agrillife.org/texasaglaw/2015/10/26/texas-farm-animal-liability-act-part-i-the-basics/> and at <https://agrillife.org/texasaglaw/2015/11/02/texas-farm-animal-liability-act-part-ii-examples-and-advice/>) or the Recreational Use Statute (read about that at <https://agrillife.org/texasaglaw/2015/03/23/texas-landowner-liability-part-iii-recreational-use-statute/>) will still apply. Again, the most prudent course would be to ensure any and all statutes that could potentially apply do apply.
- (4) This statutory protection is not unlimited and may not prevent an entity from being sued. Lawsuits can certainly still be filed by agritourism participant making claims that at least one of the exceptions listed above applies. For example, an injured person could certainly file suit and argue that his or her injuries were caused by a dangerous condition of which the landowner knew. This type of allegation would likely be sufficient to allow a lawsuit to proceed into the discovery phase. Because of this, it is important that all landowners, particularly those engaged in agritourism activities, obtain liability insurance that covers the specific activities on the land.

Plastic Contamination from round cotton modules continues to be an issue in the cotton industry. South Texas leads the nation in plastic contamination in cotton. Educational events to help reduce contamination have been requested by area Crops Committee's and industry. Repairing damaged modules in the field or on the gin yard was a key recommended practice recently discussed during the Plastics in Cotton II Seminar.

A Round Cotton Module Repair Demonstration took place on June 15, 2021, at the San Patricio County Fairgrounds in Sinton Texas. The event was hosted by Texas A&M AgriLife Extension San Patricio County. Norlan Sapp and James Cundiff of TAMA Wrap USA were on hand to discuss not only the variations in their wrap products but also what was needed and protocol to repair compromised wrap on a round module. Tom McGonagill, Indeco Products Inc, was also on hand to display and discuss their customized module cover designed to be able to cover and be tied together to protect and move a badly compromised round module.

TAMA Wrap, which is the recommended wrap to be used in the John Deere on-board module building picker system, is available in both a premium wrap- Yellow and Pink, and a value wrap which is Blue. Mr. Sapp further explained that both premium and value wrap are the identical product, however, of the 70 ft sheet, the premium wrap has over 30 ft of tacky material and the value wrap is a non-tacky material, and both have the same adhesive that holds down the tail. He went onto say that the value wrap over time will tend to squat / settle, more than the premium, but both products have performed well in the Coastal Bend environment.

To repair a loose tail or a compromised wrap the product to use is Pressure Sensitive Tape by 3M and can be purchased at your John Deere dealer. This product is available in a 3 inch / 100ft.roll, (part number NS 5400). This product will not tear and will need to be cut as applied. Steps to repair are as follows:

- Clean area to be repaired with a cotton rag preferably. It is not recommended to use a synthetic fiber due to the possible creation of static electricity that can attract particles that will limit the tape's ability to stick correctly.
- To repair a loose tail, pull the tail back to where it should be and place it flat across the bale. If the tail is wrinkled and will not lay right, cut off as little as possible to get it to lay flat. Begin on one side of the wrap surface and apply the tape approximately 3 feet above the end of the tail and proceed straight down to approximately 3 feet below the tail. Repeat 3-4 times across the surface to the other side. After completing taping perpendicular, put tape on horizontally across the bale to cover the tape going up and down. This should be done at the top and bottom of the perpendicular tape. A third perpendicular application may be needed across the bale where the tail ends if wrinkling could cause a problem.
- To repair a cut or bulge repeat the same steps but the degree of compromise will determine the amount of tape that will be needed to repair the compromise.
- TAMA Cotton Services Support App is available for Android or iPhone. This is a troubleshooting app designed to assist the Producer or Picker Operator in diagnosing wrap issues.
- If the wrap on the bale is extremely compromised, the Indeco Products cover is a good alternative to use that will both protect from weather and conceal to be able to be moved to the gin.

This demonstration was done for educational purposes only to help reduce plastic contamination in cotton and not as an endorsement of products discussed herein. Cotton Ginners have expressed that if the wrap is not compromised when it gets to the gin floor, the probability of plastic contamination from the wrap is extremely small.



TEXAS A&M AGRI LIFE EXTENSION

*Bobby R. McCool
San Patricio County Extension Agent
Agriculture/Natural Resources
219 N. Vineyard
Sinton, TX 78387*

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In the event of a name, address or phone number change please contact the office at:
Texas A&M AgriLife Extension Service
219 N. Vineyard Attn: Ag/NR
Sinton, Texas 78387
(361) 587-3400

*Bobby R. McCool
County Extension Agent
Agriculture/Natural Resources
Texas A&M AgriLife Extension Service, San Patricio County
So often in Agriculture, there is not a simple answer to a simple question.*

Bobby R. McCool

