



## **Planning and Zoning Commission Special Called Meeting Agenda**

**COUNCIL CHAMBERS - 1209 FIORELLA STREET**

**Wednesday, December 03, 2025**

**6:30 PM**

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**The Planning and Zoning Commission of the City of Castroville will meet in the Special Called Meeting beginning at 6:30 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. Citizen Comments**

The Board will hear comments from any citizen or visitor. Speakers must address their comments to the presiding officer rather than individual board members or staff; stand at the podium, speak clearly into the microphone and state your name residential address before speaking. Speakers will be allowed a maximum of 3 minutes for testimony. In accordance with the State Open Meetings Act, the Board is restricted from discussing or taking action on items not listed on the agenda. Action can only be taken at a future meeting.

**IV. Approval of Minutes**

[a.](#) Approve Minutes for October 8, 2025.

**V. Discussion**

[a.](#) Discussion on Chapter 24 - Sign and Signage.

[b.](#) Discussion on the Comprehensive Zoning Ordinance, amending to include language for temporary storage.

[c.](#) Discussion and appropriate action on the Victory Lane Development Agreement.

[d.](#) Discussion and possible action to schedule a joint workshop with the City Council to review the Development Agreement Policy.

[e.](#) Discussion and action on the Heights of Castroville Final Plat.

**VI. Discussion on Future Agenda Items**

**VII. 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.

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, Castroville, Texas on November 20, 2025 before 1:00 p.m.

/s/ Debra Howe

City Secretary

Minutes  
Planning & Zoning Commission  
Wednesday, October 08, 2025  
Council Chambers, 1209 Fiorella Street

1. Call to Order 6:30 p.m.
2. Roll Call: Jim Welch, Priscilla Garrett, Marques Fuentes, Bryan Griffin  
Council Liaison Houston Marchman, Breana Soto.
3. Citizen Comments: Open 6:31, Close 6:34. Houston Marchman read comment notes from Mayor Alexander on zoning changes for 702 Paris St. Castroville, TX 78009 and Country Village Estates Phase 2.
4. Approval of Minutes for Sept 10, 2025 and Sept 25, 2025 – Special Called Development Agreement Policy Workshop. Motion to approve by Marques Fuentes, 2<sup>nd</sup> Valarie Solis. Motion passed.
5. Public Hearing, Open at 6:39 and closed at 6:44, on a zoning change request for approximately 2.318 acres located north of Hwy 90, east of Naples, and south of Paris St., at 702 Paris St. Castroville, TX 78009. The current zoning of the property is HE, Historic District (Residential). The proposed zoning for the property is C-G, Historic Central Business District or CH-C, Central Commercial District.

David Merz spoke for the Castroville Catholic Middle and High School Organization in favor of CH-C or CG zoning. They are not in favor of applying for a variance and Special Use would not be an option.

6. a. Discussion and possible action on a zoning change request for approximately 2.318 acres located north of Hwy 90, east of Naples, and south of Paris St., at 702 Paris St. Castroville, TX 78009. The current zoning of the property is HE, Historic District (Residential). The proposed zoning for the property is C-G, Historic Central Business District or CH-C, Central Commercial District. After discussion motion to approve C-G, Historic Central Business District, to keep it under the review of Historic Landmark Commission by Bryan Griffin, 2<sup>nd</sup> Marques Fuentes. Motion passed.
- b. Discussion and possible action on the Country Village Phase II – Final Plat. Breana Soto stated that there is no change from the Preliminary Plat previously approved by P&Z and they are meeting all requirements required by code. Motion to approve by Priscilla Garrett, 2<sup>nd</sup> by Valarie Solis. Motion passed unanimously.

- c. Discussion and possible action on the economic development agreement with Victory Lane Partners, Ltd. Item pulled per developer request. No action taken.
- d. Discussion and possible action on the Development Agreement Policy. Action to present to council as written by Bryan Griffin, 2<sup>nd</sup> Valarie Solis. Motion passed unanimously.
- 7. Discussion on Future Agenda Items. It was suggested that we discuss temporary storage in the city limits and start the discussion on possible review of the current sign ordinance.
- 8. Meeting adjourned at 7:11 p.m.

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Jim Welch, Chair

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Priscilla Garrett, Secretary





# Agenda Report

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**Agenda of:** December 3, 2025

**Department:** Community Development

**Subject:** Discussion on Chapter 24 - Sign and Signage.

## Recommended Motion:

No action. Only for discussion.

## Background:

The City's current sign ordinance (Ord. 2016-001), adopted in 2015, is now nearly a decade old and relies on a structure and regulatory approach that no longer aligns with current industry standards, legal best practices, or the development patterns emerging in Castroville. Many regulations are embedded inside definitions, enforcement mechanisms are limited, and several location-based sign exceptions—such as the Highway 90 Off-Premise Special Sign Area—are outdated and complicated to administer.

In response, staff prepared a Draft Sign Ordinance that reorganizes the entire chapter into a clear, structured framework and incorporates modern standards for illuminated signs, changeable electronic message signs, permitting, enforcement, and aesthetics.

The Draft Sign Ordinance resolves several ongoing challenges:

- **Administration:** The new structure makes permitting and enforcement far more predictable and defensible.
- **Modernization:** Updated definitions, diagrams, and numerical standards ensure clearer interpretation.
- **Nighttime Light Control:** The dark-sky-aligned illumination rules address increasing concerns from residents about glare and nighttime visibility.
- **Legal Defensibility:** Strengthened enforcement, variance procedures, and zoning-based standards reduce legal vulnerabilities.
- **Consistency:** Aligns signage rules across the entire city.

## Attachments:

- Summary of Key Differences
- Draft Sign Ordinance

- Chapter 24 – Current Ordinance

**Submitted by: Breana Soto**

<b>Category</b>	<b>Current Chapter 24 (Existing Ordinance)</b>	<b>Draft Sign Ordinance (Proposed)</b>
<b>Overall Structure</b>	Organized into Articles (General, Regulatory, Prohibited, Special Highway 90, Definitions). Regulations often embedded in definitions.	Organized into 14 clear Sections (General Provisions → Definitions). Modern layout, easier to administer.
<b>Purpose &amp; Objectives</b>	Brief purpose statements focused on safety, aesthetics, and 1st Amendment.	Expanded purpose with 7 objectives including aesthetics, communication efficiency, community character, and economic value.
<b>Applicability</b>	Applies to City + ETJ, but excludes extended ETJ areas.	Applies to all properties in City + ETJ with no exceptions.
<b>Permit Requirements</b>	Basic requirement to obtain a permit; minimal process detail.	Full permitting framework: timelines, appeals, completeness check, inspections, HLC review for CG & CH-C.
<b>Historic Landmark Commission Role</b>	Only referenced for freestanding signs in Historic District.	Required review for all CG and CH-C signs prior to issuance. Clear approval/denial procedures.
<b>Enforcement &amp; Penalties</b>	Limited enforcement language; no detailed fines.	Strict liability, \$200/day fines, criminal + civil remedies, complaints process, impoundment authority, hazardous sign removal.
<b>Nonconforming Signs</b>	Can continue unless discontinued 90 days; >50% damaged must be removed.	Must be brought into full compliance upon damage >60%, land use change, or prior violations. Includes waiver/relief process via P&Z + Council.
<b>Waivers/Exceptions</b>	No formal variance/waiver process within sign code.	Full waiver process: applications, criteria, public hearing, P&Z recommendation, Council approval.
<b>General Regulations</b>	Illumination rules present but limited; height and area calculations less defined.	Detailed rules: NIT limits, spacing between signs, dimensional calculations, construction methods, obstruction limits.
<b>Illumination Standards</b>	Prohibits glare; must comply with TxDOT if required.	750 NIT nighttime max; automatic dimming; standards tied to NOAA sunset/sunrise; restrictions for signs near residential areas.
<b>Dimensional Calculation Rules</b>	Area/height rules exist but embedded inside definitions.	Entire section dedicated to how to calculate area, height, width, setbacks, and spacing.
<b>Prohibited Signs</b>	Lists balloons, beacons, billboards, flashing,	Expanded list: feather signs, outline LED lighting, handheld signs (with conditions),

<b>Category</b>	<b>Current Chapter 24 (Existing Ordinance)</b>	<b>Draft Sign Ordinance (Proposed)</b>
<b>Off-Premise Signs / Highway 90 Special Area</b>	moving, exterior neon, roof signs, posters, ribbons, spinners, etc.  Large Article VI dedicated to special off- premise signage zones between Medina River and Alsace Ave; includes bulletin boards, community service signs, off-site event signs.  Limited; changeable copy allowed on some signs;	vehicle signs, portable signs, off-premise signs (except city directional), animated signs, snipe signs.  All off-premise signs prohibited, except city directional signs.
<b>Electronic Message Signs (CEVMS)</b>	electronic graphics prohibited in some commercial districts except churches/nonprofits.	Entire Section 10 with detailed standards: 6- second hold, max 12 sq ft, brightness limits, no white backgrounds, only with monument signs, 400-ft buffer from residential if visible.
<b>Dark Skies / Nighttime Illumination</b>	Contains limited guidance on illumination and glare. No measurable brightness standards.	Contains Dark-Sky-based illumination regulations, including NIT limits (750 max at night), automatic dimming, shielding requirements, and prohibitions on light spillover to residential districts. Improves night-sky protection and reduces light pollution.
<b>Sign Types</b>	Defined via prototype definitions, often mixing rules inside definitions.	Defined by category with a Zoning District Matrix showing where each sign type is permitted.
<b>Zoning-Based Sign Allowances</b>	Uses CH-East, CH-West, CH-Central, CG; complex location-based rules; special districts.	Uses clean zoning matrix; residential zones prohibit commercial signs except institutional uses; CH, CG, CF, IL, ETJ clearly delineated.
<b>Exempt Signs</b>	Very short list: flag, nameplate, window signs, real estate, temporary signs <3 sq ft.	More complete list of exempt temporary/noncommercial/government signs with clear dimensional and time-based rules.
<b>Common Signage Plan</b>	Not formally required (only limited references).	Entire Section 13 formalizing multi-tenant sign consistency and submittal requirements.
<b>Definitions</b>	Extremely long and include regulatory text inside definitions.	Simplified, modern definitions; regulatory details moved to appropriate sections.

Category	Current Chapter 24 (Existing Ordinance)	Draft Sign Ordinance (Proposed)
Residential District Signage	Monument signs allowed by SUP only; limited guidance.	Clear rules: institutional uses may have signs; subdivision identification allowed; based on CF district standards.
Temporary Signs	Defined in temporary sign section; mixed definitions and rules.	Fully reorganized with clearer exemptions and temporary allowances.
Flag Signs	Government flags allowed; business flags count toward sign area.	Flags regulated as a sign type with specific dimensional limits in zoning matrix.
Vehicle Signs	Not explicitly addressed.	Signs on inoperable or non-transport vehicles are prohibited.
Design Standards / Aesthetics	Limited references to building materials or design.	Conformance to building/electrical codes, clarity of placement, pedestrian safety, brightness control.
Administration	City Administrator duties not thoroughly described.	Full administrative hierarchy, timelines, appeals, inspection requirements, permit expiration, contractor registration.

*Footnotes:*

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**Editor's note—** Ord. No. 2016-001, adopted Sept. 22, 2015, added provisions pertaining to signs and signage as Ch. 24. The numbering of provisions of this chapter has been provided by the editor in order to conform to the format used in this Code.

ARTICLE I. - IN GENERAL

Sec. 24-1. - Purpose.

The intent of this Signs and Signage Ordinance is to assist municipal and regulatory agencies to regulate signs, on-premises and limited off-premises, in a legal and reasonable manner and ensures compliance with constitutionally protected First Amendment rights.

(Ord. No. 2016-001, § 01.01, 9-22-15)

Sec. 24-2. - Uniform standards.

The purpose of this chapter is to provide uniform sign standards and regulations in order to improve pedestrian and vehicular traffic safety, to minimize the possible adverse effect of visual clutter on nearby public and private property, and to promote an image of the city reflecting order, harmony, and pride.

(Ord. No. 2016-001, § 01.02, 9-22-15)

Sec. 24-3. - Signs and signage defined.

Any device, singular and collectively, whose essential purpose and design is to convey messages by means of "an outdoor structure, sign, display, light device, figure, painting, drawing, message, plaque, poster, billboard, or other thing that is designed, intended, or used to advertise or inform" — Texas Local Government Code.

(Ord. No. 2016-001, § 01.03, 9-22-15)

Secs. 24-4—24-10. -

Reserved. ARTICLE II. -

REGULATORY

Sec. 24-11. - General.

- (a) *Safety standards:* This chapter seeks to reduce subjectivity often encountered in the regulation of signage that is either based on aesthetics or lacking in substantiation by an ordinance based upon research of multiple small Texas cities sign ordinances and "model" sign ordinances to support restrictions on signage that take into account requirements for providing signage that meets generally accepted safety standards for visibility, legibility and conspicuity.
- (b) *Jurisdiction:* The provisions of this chapter shall apply within the city limits and within the extra-territorial jurisdiction (ETJ) of the city as defined by state law. The extended ETJ areas are not included in the jurisdiction of this chapter.
- (c) *Effective date:* The effective date of the ordinance from which this chapter derives shall be the date that the governing body of the City of Castroville formally adopts this Signs and Signage Ordinance—the effective date is September 22, 2015.
- (d) *Permit equired:* It shall be unlawful, without receiving a permit from the city, to erect, place, alter, reconstruct or relocate a sign after the effective date of the ordinance from which this chapter derives unless such erection, placement, alteration, reconstruction, or relocation meet all of the provisions of this or any other applicable ordinance adopted by the city council, or any regulations or statutes promulgated by the State of Texas or federal government.

(Ord. No. 2016-001, § 02.01, 9-22-15)

#### Sec. 24-12. - Legislative issues.

- (a) *U.S. Supreme Court:* This chapter reflects recent U.S. Supreme Court (June 2015) rulings relative to municipality control of content-based restrictions and differentiation between commercial and non-commercial sign content restrictions.
- (b) *Texas Local Government Code:* The city council is authorized to regulate signs by virtue of the Texas Constitution, the city's police power, and by the Texas Local Government Code, Chapters 51, 54, 216, and 217.
- (c) *Texas Transportation Code:* The city council is authorized to regulate signs by virtue of the Texas Constitution, the city's police power, by the Texas Transportation Code Chapter 393.

(Ord. No. 2016-001, § 02.02, 9-22-15)

#### Sec. 24-13. - Applicability.

This chapter applies to the construction, size, use and location of all on-premise signs, limited off-premises signs as more fully defined in Article VII, Signage Definitions, and the off-premises signs permitted by Article VI, Signage and Special Uses, and signs of an axillary nature.

Sec. 24-14. - Permit not required.

- (a) No application or permit is required on the following signs and signage activity provided they are not illuminated, less than three square feet in area, meet additional regulations that may be contained in specific use regulations, if applicable, and comply with all other provisions of this chapter and other applicable city ordinances.
- (b) The following signs and signage activities may have additional regulations as defined in section 24-62—Prototype definitions and in section 24-63—Temporary signage.

(1) *Signs types:*

- a. Signs defined in section 24-63—Temporary signage.
- b. Auxiliary Signs.
- c. Name plates (residential and commercial addresses).
- d. Window and door signs.
- e. Flags (governmental).
- f. Real estate signs.

(2) *Signage activities:*

- a. Ordinary and routine necessary repairs that do not change the sign's size, shape, orientation, height, illumination, location or content;
- b. Repainting or replacing existing letters, characters, colors or complete face panels;
- c. Changing the copy on a bulletin board or changeable copy sign;
- d. Replacing the fabric or other material of an awning sign when no

other change is made in the sign. (Ord. No. 2016-001, § 02.04, 9-22-15)

Sec. 24-15. - Exemptions from this chapter.

The following signs are exempt from regulation under this chapter:

- (1) Any sign inside a building.
- (2) Commemorative plaques and historical markers.
- (3) Any governmental or public utility.
- (4) Any holiday signage and decorations.
- (5) Handheld signs.

(Ord. No. 2016-001, § 02.05, 9-22-15)

Secs. 24-16—24-20. -

Reserved. ARTICLE III. -

PROHIBITED



The construction, placement, existence, or use of signs of the following types are prohibited by this chapter:

- (1) Balloon or inflatable devices.
- (2) Beacons.
- (3) Billboards.
- (4) Flashing signs.
- (5) Moving signs.
- (6) Exterior neon signs.
- (7) Roof signs.
- (8) Posters, ribbons, streamers, spinners.
- (9) Immoral signage.
- (10) Hazardous signage.
- (11) Abandoned signs.

(Ord. No. 2016-001, § 03.01,  
9-22-15)

Sec. 24-22. - Prohibited sign  
locations.

No sign shall be located anywhere in the city, or the city's ETJ except in accordance with the following provisions.

- (1) *Prohibited locations:*
  - a. Signs on, or attached to, any tree, utility pole or pedestal, except by a utility company owning the pole or pedestal or operating facilities mounted on the pole or in the pedestal.

- b. Signs placed or kept in use to advertise an activity, business or service no longer conducted on upon which the sign is located. Sign removal shall be done in accordance with section 14-124, Enforcement, Violations and Penalties.
  - c. Signs or parts of signs, including mounting fixtures and supporting structures, located on or above any public land, including right-of-ways, except as regulated by other provisions of this chapter.
  - d. Signs or parts of signs, including mounting fixtures and supporting structures, mounted above or projecting over any private sidewalk, street, drive or parking area, not less than nine feet above the sidewalk or less than 15 feet above the street, drive, or parking area.
  - e. Signs located on any sidewalk or in any unpaved walkway intended for public use unless it allows at least three feet in radius of horizontal clearance on at least one side of the sign.
  - f. Signs, parts of signs, or sign frames between two feet and eight feet above the established ground level within the area of a visibility triangle for traffic extending 20 feet in each direction from the street corner intersection of the curb line or edge of pavement.
  - g. Signs located closer than six feet laterally to a secondary power line or closer than 15 feet laterally to a primary power line.
  - h. Lighted or permanent signs mounted or placed on or extended above the side or rear wall of any building, or located in the side or rear yard of any lot or tract of land, when sign faces and is visible from, a contiguous residential area not separated from the building, lot or tract containing the sign by a public street or alley.
- (2) *ETJ prohibited signage:*
- a. Signs located in the city's ETJ east of the city limits and within 500 feet of Highway 90, and any signs located in the city's ETJ north and south of the city limits within 500 feet of FM 471, not in conformance to the CH East zoning district sign regulations.
  - b. Signs located in the city's ETJ west of the city limits and within five hundred feet Highway 90 not in conformance to the CH West zoning district sign regulations. (Ord. No. 2016-001, § 03.02, 9-22-15)

Secs. 24-23—24-30. -

Reserved. ARTICLE IV. -

## NON-CONFORMING

Sec. 24-31. - Procedural review.

- (a) *Continued use:* The lawful use of signs in existence at the effective date of the ordinance from which this chapter derives, although such use or sign does not conform to the regulations contained in this chapter, may be continued unless:
  - (1) The use of a nonconforming sign is discontinued for a period of 90 consecutive days or more; or
  - (2) The property on which the nonconforming sign is located changes uses as defined by the applicable Comprehensive Zoning Ordinance (CZO) regulations.
- (b) *Discontinued Use:* In the event that the use of a nonconforming sign is discontinued or the property on which the

nonconforming sign is located changes use, then the sign must be removed, or brought into conformance by the responsible party and any future use of the sign must be in full compliance with this chapter.

- (c) *Limitations on modification:* Any existing sign may be repainted and the letters or characters on the sign may be rearranged, changed or replaced. Any nonconforming sign may be brought into conformance to this chapter, when possible. Any enlargement of signage area, increase in height, or any other alterations, shall not be allowed, unless such modification shall also bring the non-conformance sign into conformity with this chapter.
- (d) *Removal of damaged signs:* A nonconforming sign which is damaged by any cause to the extent of 50 percent or more of its value must be removed by the responsible party without compensation and within 30 days of the damage. A nonconforming sign damaged to the extent of 50 percent or more of its value shall not be replaced or rebuilt except by a sign that is constructed and located in full conformity with this chapter. Provisions of this paragraph are subject to variance regulations contained in Article X, Variances herein.

(Ord. No. 2016-001, § 04.01, 9-22-15)

Secs. 24-32—24-40. -

Reserved. ARTICLE V.

- USES

Sec. 24-41. - Sign usages.

- (a) *Signs—Where used:*
  - (1) *On-premises sign:* "On-premises sign means a freestanding sign identifying or advertising a business, person, or activity, and installed and maintained on the same premises as the business, person, or activity." — Texas Local Government Code.
  - (2) *Off-premises sign:* "Off-premises sign means a sign displaying advertising copy that pertains to a business, person, organization, activity, event, place, service, or product not principally located or primarily manufactured or sold on the premises on which the sign is located." — Texas Local Government Code.
- (b) *Signs—When used:*
  - (1) *Permanent:* A sign attached to a building or structure, or to the ground in a manner that enables the sign to resist environmental loads, such as wind, and that precludes ready removal or movement of the sign and whose intended use appears to be indefinite.
  - (2) *Temporary:* Any sign intended to remain in use for a short period of time which is not permanently installed and a removal date is established in the permitting process within signage type definitions. See signage type definitions, requirements and time-based specific restrictions.

(c) *Signs—How used:*

- (1) *Residential:* Dwelling units (DU's) inside the city limits, the area within any residential zoning district.
- (2) *Non-residential:* Inside the city limits, the areas not designated for residential uses; In the city's ETJ, any lot or tract of land which is the site of an establishment or commercial complex.

(Ord. No. 2016-001, § 05.01, 9-22-15)

Secs. 24-42—24-50. - Reserved.

## ARTICLE VI. - SIGNAGE AND SPECIAL USES, OFF-PREMISES—HIGHWAY 90 SIGNAGE AREAS

### Sec. 24-51. - Purpose.

The purpose is to give notable consideration for individual commercial establishments, community-based organizations, and non-profits, located off Highway 90 between the Medina River and Alsace Avenue, and being in the original township of Castroville—herein designated as Off-Premises — Highway 90 Signage Area, special regulations providing for "off-premises" signs and signage opportunities.

(Ord. No. 2016-001, § 06.01, 9-22-15)

### Sec. 24-52. - Prohibited localities.

Any establishment located on Highway 90, or, any establishment not between the Medina River and Alsace Avenue is prohibited from participation, as an advertising entity, in the notable considerations provided herein.

(Ord. No. 2016-001, § 06.02, 9-22-15)

### Sec. 24-53. - Restricted definitions.

The following sign and signage definitions, uses, regulations, and limitations are allowed within this Article VI, Signage and Special Uses. A listing herein does not provide the same definitions, regulations, and limitations permissible under the same names in Article VII, Definitions. Any definitions, regulations, and limitations, listed herein, shall replace, supersede, and/or alter those provided in Article VII, Definitions, and, such changes are only applicable within the context of Article VI, Signage and Special Uses, Off-Premises—Highway 90 Signage Areas.

- (1) *Bulletin board:* A signage device principally devoted to posting messages, personal announcements of interest or offering goods and/or services to the general public and to the members, customers, or clientele of the establishment concerning the activities of its operation.
  - a. *Area limitations:* Thirty-two square feet maximum.
  - b. *Height limitations:* Seven feet.
- (2) *Commercial complex identifier:* Free-standing sign(s) located on designated Off-Premises—Highway 90 Signage Areas shall contain a "location" name that is unique to each designated location. The name of each such location shall be indigenous with the cultural and historical nature of the immediate area.
  - a. *Regulations:*

1. *Commercial complex*: Limit of two free-standing, permanent signs shall be permitted per designated use signage location. Only one sign of this type is allowed if another major sign type is also installed in the same designated location.

Although being an off-premises sign, all signage shall identify establishments located within its immediate geographical adjacent areas to each specific designated property location.

2. *Individual establishments*: Nothing herein prohibits any establishment from having a separate free-standing on-premises sign located on property within the designated special use area assigned to each location.
  - b. *Area limitations*: Thirty-two square-feet maximum.
  - c. *Height limitation*: Twelve feet maximum.
- (3) *Community service sign*: A sign whose message solicits support for, or participation in, a non-profit, non-political, community, public or social purpose, cause, event or activity, such as one marking a holiday or holiday season, or one supporting school activities, charitable programs, religious activities, or events of community interest.
  - a. *Regulations*: Erected only by a unit of government, school, Chamber of Commerce, religious organization or other non-profit agency. Exempt from permitting but must submit a sign permit application for conformance to specific signage regulations.
  - b. *Area limitations*: Six square feet maximum area for special use area.
  - c. *Time limitations*:
    1. Posting—14 days prior to the event.
    2. Removal—three days after the event.
- (4) *Free-standing sign*: A sign that is supported by one or more structural systems usually consisting columns, poles,—placed in the ground or attached to a foundation structure in the ground—and provides supporting framing for attached sign(s) areas. (Also known as self-supporting).
  - a. *Regulations*:
    1. *Commercial establishments*:

Two free-standing signs for establishments located within the special uses designated areas a however, only one sign of this type allowed if another major sign type is also installed in the same designated location.

Although being an off-premises sign, all signage shall identify establishments located within its immediate geographical adjacent areas to each specific designated property location.

- b. *Area limitations:* The area of a self-supported signs shall not exceed 16 square feet.
  - c. *Height limitations:* Shall not exceed six feet.
- (5) *Off-site event sign:* A temporary sign giving directions to occasional events at another location, such as directions to a civic, political, or other ceremonial events, to a members-only event, or to an event at a residence such as a garage sale, home for sale, real estate open house, or private party.
- a. *Regulations:* May be placed only on designated property, as provided herein with not more than one such signs may be used to give directions to the same event from different special use properties. Event signs shall not be illuminated.
  - b. *Area limitations:* Three square feet maximum area.
  - c. *Time limitations:* Posted seven days prior to the event. Removal within one day after the event.
- (6) *Public service sign:* A sign or part of a sign which is devoted to changeable messages of general public information, such as the current time and temperature or an index of stock market averages, without other commercial content.
- a. *Regulations:* May be placed on special use properties as off-premises sign of the establishment that is the sponsor of the special use property development.
  - b. *Area limitations:* Eight square feet maximum, regardless of whether the public service sign is a separate sign or integrated as a component of another sign. (Ord. No. 2016-001, § 6.03, 9-22-15)

#### Sec. 24-54. - Unrestricted definitions.

Definitions, regulations, and limitations of the following signs remain as established in section 24-62—Prototype definitions, section 24-63— Temporary signage, and section 24-64—Function and usage definitions and are not modified herein.

- (1) Directional sign.
- (2) Illuminated sign.
- (3) Off-premises sign.
- (4) Special event sign.
- (5) Way-finding sign.

(Ord. No. 2016-001, § 06.04, 9-22-15)

#### Sec. 24-55. - Signage agreement.

Specific tracts of land, location(s), made available for signage as provided herein, if not public lands, shall be developed under terms and conditions of a signage agreement between owner of the property and the city that acknowledges the provisions provided herein and the considerations for individual commercial establishments, community-based organizations, and non-profits to have access to quality signs and signage for their establishments and provides for development and maintenance of each such location and signage constructed thereon.

(Ord. No. 2016-001, § 06.05, 9-22-15)

Sec. 24-56. - Approvals.

All provisions contained in this Article VI, Signage and Special Uses, Off-Premises—Highway 90 Signage Areas, shall be subject to review by the historic landmark commission (HLC), appeals, if any, shall be subject to planning and zoning commission actions and recommendations.

(Ord. No. 2016-001, § 06.06, 9-22-15)

Secs. 24-57—24-60. -

Reserved. ARTICLE VII.

- DEFINITIONS.

Secs. 24-61. - Generally.

Words and phrases used in this chapter shall have the meanings set forth in this article. For the convenience of the reader, these defined words and phrases are indicated by bold print and underlining, but the absence of such indications does not imply a different meaning. Words and phrases which are not defined in this ordinance shall be given their common, ordinary meaning unless the context clearly requires otherwise.

(Ord. No. 2016-001, Art. VII, 9-22-15)

Sec. 24-62. - Prototype sign definition.

Words and phrases defined in section 24-62—Prototype definitions are relative to this distinctive group of signs as opposed definitions contained section 24-63—Temporary signage, section 24-64— Functions and uses definitions, section 24-66—Sign industry definitions, or section 24-65—Governance definitions. Specific definitions and nomenclature shall have the meanings set forth in each section.

- (1) *Awning sign*: A sign displayed on or attached flat against the surface or surfaces of an awning.
  - a. *Regulations*: Only the sign area displayed on an awning shall be utilized to determine the permitted wall sign area.
  - b. *Area limitations*: One-third of the area of an awning sign shall be counted toward the limit on the total area of wall signs on the wall to which the awning is attached.
- (2) *Balloon or inflatable device*: Signage made of flexible fabric that are cold-air inflated objects of various shapes, that rest on or is attached to the ground or structures. Usually equipped with blower motors that inflate the object or provides a constant flow of air that passes thru or into the device. Inflatable devices are restrained, attached, or held in place by a cord, rope, cable or similar method. Includes balloons, inflatable signs, and other inflatable devices including devices supported by rushing air.
  - a. *Regulations*: Not permitted in the City of Castroville or its ETJ areas.
- (3) *Beacon*: Any light source with one or more beams, may rotate or move, and is directed into the atmosphere or directed at a point which is not on the same lot or tract of land as the light source.
  - a. *Regulations*: Not permitted in the City of Castroville or its ETJ areas.
- (4) *Billboard*: Off premises, free-standing signs owned by a person, corporation or other entity that engages in the business of selling the advertising space on the sign. (See On/Off-Premises Sign)
  - a. *Regulations*: Billboards are prohibited within the city.  
*Exception*: As provided in. Article VI, Signage and Special Uses:
- (5) *Bulletin board*: A signage device principally devoted to posting messages, personal announcements of interest or offering goods and/or services to the general public and to the members, customers, or clientele of the establishment concerning the activities of its operation.
  - a. *Regulations*: Bulletin boards shall be located only on the premises of the institutions, organizations, or establishments to whose activities it pertains.
  - b. *Area limitations*: Thirty-two square feet maximum.
  - c. *Height limitations*: Seven feet.
  - d. *Special uses*: Refer to Article VI, Signage and Special Uses for special restrictions and limitations for this definition.
- (6) *Canopy sign*: A sign which is mounted above, below, or on the façade of a canopy and may be parallel or perpendicular to a facing wall but shall not project higher than the main roof of the building or lower than seven feet above a walk or floor.
  - a. *Regulations*: May be illuminated and may contain an electronic changeable copy section. Canopy sign areas of freestanding structures shall not count against allowed wall signage of establishment's main building(s) or structures. A canopy sign, which is perpendicular to a building face, shall not exceed two-thirds of the width of the canopy structure. A canopy sign, which is parallel to a building face, shall not exceed two-thirds of the length of the canopy structure. A minimum spacing of ten feet must be provided between canopy signs.
  - b. *Area limitations*: No canopy sign shall extend beyond an edge of the canopy structure to which it is attached.



No canopy sign shall be closer than five feet from the end of the longer side of the canopy structure to a street corner.

- c. *Height limitations:* A sign on top of the canopy cannot exceed 18 inches in height with a maximum length of five feet or ten percent of the width of the establishment whichever is greater.
- (7) *Double-faced sign:* A sign with two faces, back to back.
- a. *Regulations:* When oriented in opposite directions and separated by not more than three feet, with the same copy on both sides, shall be counted only as the area of one face.
- (8) *Flag:* A flag adopted by a business, institution or other organization and containing the name, logo or other symbolic emblem of that business, institution or organization.
- a. *Regulations:* Three flags are allowed per location. Area of any/all flags shall be counted toward the total square footage for a self-supported sign.
  - b. *Area limitations:* Combined square footage equal to the permitted square footage for the self-supported sign for that establishment
  - c. *Height limitations:* Any flagpole that does not fly a governmental flag shall not exceed 30 feet in height except along U.S. Highway 90 east of FM 471 South where the height shall not exceed 50 feet.
- (9) *Free-standing sign:* A sign that is supported by one or more structural systems usually consisting columns, poles—placed in the ground or attached to a foundation structure in the ground—and provides supporting framing for attached sign(s) areas. (Also known as self-supporting)
- a. *Regulations:*
    - 1. An individual establishment shall have only one free-standing sign.
    - 2. *Commercial complexes:*
      - i. A commercial complex of less than two acres shall have only one free-standing identifying the name and/or address of the complex and/or listing the individual tenants in the complex.
      - ii. A commercial complex of two or more acres may have one free-standing sign, identifying the name and/or address of the complex and/or listing the individual tenants in the complex, and one additional free-standing signs along each additional street which borders the complex for a distance of 200 feet or more.
      - iii.

If the commercial complex is made up of separate lots (i.e.; business or industrial park), the free-standing sign off-premises sign; however, it shall be located on one of the lots within the complex.

3. *Individual establishments:* A separate free-standing sign for an individual establishment located within a commercial complex may be permitted only if the establishment meets the following conditions:
  - i. *Landscaped areas:*
    - (a) The establishment is located along a street bordering, or within, the complex and in a separate building from the principal building of the complex; and
    - (b) The establishment has a separate parking area from the principal parking area of the complex, which may connect with the principal parking area but is visually set off from that area by fencing or landscaping.
    - (c) Any landscaped area installed at the base of a free-standing sign shall be protected from damage by pedestrian and vehicular traffic by a barrier or other method of separation acceptable to the city administrator or designee.
    - (d) The plants in such landscaped area shall be maintained in a healthy condition free of weeds, trash and debris.
4. *Miscellaneous:*
  - i. The supports for self-supported signs may be enclosed by a non-supporting materials or veneers. Free-standing signs, located in historical districts and/or on landmark properties, are subject to review and approval by the historic landmark commission (HLC).
  - ii. Free-standing signs are permitted only in the (historic) central business district (C-G), the commercial district (C-H), the industrial district (I-I) and the ETJ areas of the city.
- b. *Area limitations:* The area of a self-supported signs shall not exceed:
  1. *Commercial complex:*
    - i. Thirty-two square feet—in the CG.
    - ii. Sixty-four square feet—in the ETJ or in the city limits not within CG or CH.
    - iii. One hundred fifty square feet maximum within CH with a land area of two acres or more and frontage of 200 feet or more on each of two or more streets.
    - iv. One hundred seventy square feet—notwithstanding any limitations set forth above, a self-supported sign that is located in a CH zoning district and on property immediately adjacent to Highway 90 or FM 471.
  2. *Individual establishment:*
    - i. Thirty-two square feet—in CH-Central.
    - ii. Thirty-two square feet—in CG.
    - iii. Sixty-four square feet—in CH-East and West.
- c. *Height limitations:* The height of a self-supported sign shall not exceed:
  1. Twenty feet in the CH central commercial district.
  2. Twenty feet in the CH-west commercial district.
  3. Twenty-five feet in the CH-east commercial district—as measured from the centerline of Highway 90 or the surface on which the sign is standing, whichever is higher, and not to exceed:
    - i. Thirty feet above the centerline of Highway 90.

- ii. Twenty-five feet in all others districts.
- d. *Special uses*: Refer to Article VI, Signage and Special Uses for special restrictions and limitations for this definition.
- (10) *Governmental flag*: Flags of the United States, the state, the city, foreign nations having diplomatic relations with the United States, and any other flag adopted or sanctioned by an elected legislative body of competent jurisdiction.
  - a. *Regulations*: Governmental flags are permitted in all zoning districts provided that they meet the following requirements: United States flags shall be flown in accordance with the protocol established by the Congress of the United States for the Stars and Stripes, Title 4, Chapter 1 — The Flag. When a flagpole is located on the top of a roof, the placement and attachment of the pole shall meet the building code for live and dead loading requirements. The height is measured from the base of the pole to the top.
  - b. *Height limitations*:
    - 1. Thirty feet in height within zoning district CH.
    - 2. Thirty-eight feet in the (historic) central business (C-G) district.
    - 3. In all other zones the flagpole cannot exceed 30 feet in height, except along Highway 90 east of FM 471 South where the height of the flagpole cannot exceed 50 feet.
- (11) *Illuminated sign*: A sign with luminaires installed for lighting of sign, either internally through its sign face by a luminaire contained inside the sign or externally illuminated by reflection of a light source aimed at its surface.
  - a. *Externally illuminated sign*: A sign characterized by the use of external artificial light reflecting off its surface(s).
  - b. *Internally illuminated sign*: A sign characterized by the use internal artificial light sources projecting through its surface(s).
  - c. *Regulations*: No sign shall be illuminated to such an intensity or in such a manner as to cause a glare of brightness to a degree that it constitutes a hazard or nuisance to traffic. If TxDOT or the city determine that an electronic sign causes glare or otherwise impairs the vision of the driver of a motor vehicle or otherwise interferes with the operation of a motor vehicle, the owner of the sign, within 12 hours of a request by TxDOT or the city shall reduce the intensity of

the sign to a level acceptable with TxDOT or the city. Failure to comply with such request will subject the owner to enforcement proceedings found in section 24-124.

- d. *Special uses*: Refer to Article VI, Signage and Special Uses, for special restrictions and limitations for this definition.
- (12) *Marquee sign*: A changeable copy sign which is mounted above a permanent canopy which may be parallel, perpendicular, or angular to a facing wall and may not project higher than the main roof of the building. May be internally and/or externally illuminated.
  - a. *Regulations*: Only one marquee sign shall be permitted per establishment. A marquee sign is allowed in addition to a business identifier sign (projecting sign or wall sign) mounted parallel or perpendicular to the building wall face below or on top of a canopy, which when on top, may not extend above the main building roofline. A marquee sign shall not extend beyond an edge of the canopy structure to which it is attached.
  - b. *Area limitations*: The marquee sign area will not count against allowed wall signage area at the establishment.
- (13) *Monument sign*: A ground sign that contains the primary name of the establishment with low overall height.
  - a. *Changeable copy*:
    - 1. If the changeable copy portion includes an electronic graphic display, it shall conform to the requirements of an electronic changeable copy sign as regulated in this chapter.
    - 2. Changeable copy monument signs featuring an electronic graphic display shall not be permitted in the central commercial (C-H) district or in the (historic) central business (C-G) district, except on property used exclusively as a church or a not-for-profit establishment.
  - b. *Regulations*: Monument signs are prohibited in residential zoning districts, unless a Special Use Permit authorizing a monument sign has been secured in accordance with Article IV, section 9 of the city's Comprehensive Zoning Ordinance. Use in residential zoning districts are prohibited except as a residential development identifier sign.
  - c. *Area limitations*:
    - 1. Individual establishment monument signs shall not exceed:
      - i. Eight square feet on the changeable copy portion of the sign.
      - ii. Sixteen square feet in the central commercial (C-H) district.
      - iii. Twelve square feet in (historical) central business (C-G) district.
      - iv. Thirty-two square feet area in the east commercial (C-H), the west commercial (C-H), and the industrial (I-I) zoning districts.
      - v. Sixty-four square feet area in ETJ areas.
    - 2. Commercial complex monument signs shall not exceed:
      - i. Prohibited in residential zoning districts.
      - ii. Sixteen square feet in the (historical) central business(C-G) district.
      - iii. Forty-eight square feet in the central commercial (C-H) district.
      - iv. Eighty square feet in the east commercial (C-H) district and in the west commercial (C-H) District.
      - v. Eighty square feet in the industrial (I-I) district and the ETJ areas.
  - d. *Height limitations*: Eight feet is the maximum height of a monument sign:
- (14) *Multiple-faced sign*: A sign containing three or more faces.
  - a. *Regulations*: The area of a sign with more than one face is the sum of the areas of all sign faces visible from

one point.

- (15) *Name plate*: A sign, mounted flat against the wall of a building and not projecting more than one inch from the face of the wall, indicating the name and/or address of the building, and/or the name of an occupant thereof, and/or the practice of a permitted home occupation therein. May also contain an incidental personal non-commercial message from the occupants.
- a. *Area limitations*:
1. One square foot in a residential area.
  2. Two square feet in a non-residential area.
- (16) *Neon sign*:
- a. *Interior neon*: A gas filled glass tubing luminaire sign located on the interior of an establishment.
1. *Regulations*: An establishment shall only have one neon window or door sign per store front.
  2. *Area limitations*: Not to exceed three square feet or 40 percent of window opening—whichever is less.
- b. *Exterior neon*: A gas filled glass tubing luminaire sign located on the exterior of an establishment.
1. *Regulations*: Not permitted in the City of Castroville or its ETJ areas.
- (17) *Projecting sign*: A sign that projects more than 18 inches from a building face or wall or from a structure whose primary purpose is other than the support of a sign.
- a. *Regulations*: Reference specific signage types for specific requirements.
- b. *Area limitations*:
1. Twenty-four square feet if attached to the first floor of a building.
  2. Thirty-two square feet if attached to the second floor of a building.
- (18) *Roof sign*: A sign mounted on the roof of a building or on the uppermost edge of a parapet wall of a building. Signs, including marquees, mounted on mansard facades, pent eaves, and architectural projections such as canopies shall not be considered to be roof signs.
- a. *Regulations*: Not permitted in the City of Castroville or its ETJ areas.

- (19) *Residential development sign*: A sign at the entrance to a residential development, either single- or multi-family, which identifies the name and/or the address of the residential development. A residential development sign shall not be internally illuminated.
- a. *Regulations*: May incorporate incidental leasing information and/or the contents of a directional sign. In a condominium development or in a subdivision in which the sign is common property of the subdivision homeowners, the condominium regime or restrictive covenants must provide adequate assurance that the landscaped area, if present, at the base of the sign will be properly maintained by the condominium owners association or homeowners association.
  - b. *Area limitations*:
    1. Thirty-two square feet maximum for six or less units.
    2. Fifty square feet maximum or five square feet per dwelling unit for more than six—whichever is lessor.
- (20) *Signature building*: A building architecturally designed, painted or decorated to reinforce individual recognition of a traditional sign's message, the identity of its speaker or sponsor of a display; it also reinforces major media advertising programs.
- a. *Regulations*:
    1. Signature building signage shall not be counted as against regulations contained in other signage areas and uses.
    2. A signature buildings that also is recognized due to the recognition of "logo image" effect and other signage allowances shall be reduced by 25 percent of the maximum allowed areas.
- (21) *Snipe sign*: A temporary or permanent sign tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, or other objects.
- a. *Regulations*: Not permitted in the City of Castroville or its ETJ areas except as may be provided in section 24-62—Prototype definitions herein.
- (22) *V-sign*: A sign containing two faces of equal size, positioned at an interior angle of less than 179 degrees at the point of juncture of the individual faces.
- a. *Regulations*: The area of this sign is the sum of the areas of all sign faces visible from any one point.
  - b. *Area limitations*: A sign structure with two faces back-to-back, oriented in opposite directions and separated by not more than three feet, with the same copy on both sides, shall be counted only as the area of face.
- (23) *Wall sign*: A sign, including direct mounted individual letters, that is affixed to any exterior wall of a building, structure or architectural projections of a building that projects 18 inches, or less, from the supporting element. Also includes affixed signs provided the copy area of such signs remains on a parallel plane to the face of the building facade or to the face or faces of the architectural projection to which it is affixed.
- a. *Regulations*: A sign, if not painted directly on the surface of a wall, must be securely mounted to and supported by the wall throughout the length and width of the sign. Prohibited in all residential districts.
  - b. *Area limitations*: Ten percent of the area of the building wall is the maximum allowed area for a wall sign, including one-third of the area of any attached awning signs which are attached to the wall, and excluding the area of doors and windows in the wall.
- (24) *Way-finding sign*: A sign, frequently off-premise, specifically designed to provide directional or destination information. (See directional signs also.)
- a. *Regulations*: >See on/off-premises sign.

- b. *Special uses*: Refer to Article VI, Signage and Special Uses, for special restrictions and limitations.
- (25) *Window and door sign*: A sign affixed to the surface of a window or door with its message intended to be visible from the exterior.
  - a. *Regulations*: Sign area will be counted against total allowed wall sign area. No sign or advertising structure shall be erected, relocated, placed or maintained so as to prevent free ingress to or egress from any door, window or fire escape. Shall not be internally illuminated except for interior neon signs as regulated in this chapter.
  - b. *Area limitations*: Forty percent maximum area of the total window area. (Ord. No. 2016-001, § 07.01, 9-22-15)

Sec. 24-63. - Temporary signage.

- (a) Words and phrases defined in section 24-63—Temporary signage are relative to this distinctive group of temporary type's signs as opposed definitions contained section 24-62—Prototype definitions, section 24-64—Functions and uses definitions, section 24-65—Sign industry definitions, or section 24-66—Governance definitions. Specific definitions and nomenclature shall have the meanings set forth in each section.
- (b) The signs defined herein have limited exemptions from sign permitting as provided in section 24-14—Permit not required.
  - (1) *Banner*: A sign made of flexible substrate on which copy or graphics may be displayed.
    - a. *Regulations*: Must be securely attached to a building or other permanent structure and they must be kept in good repair throughout the time of use.
    - b. *Area limitations*: Maximum area is 32 square feet
    - c. *Time limitations*:
      1. Posting a maximum successive usage ten days.
      2. Removal within three days following the event.
      3. Yearly maximum usage of 30 days.
  - (2) *Community service sign*: A sign whose message solicits support for, or participation in, a non-profit, non-political, community, public or social purpose, cause, event or activity, such as one marking a holiday or holiday season, or one supporting school activities, charitable programs, religious activities, or events of community interest.
    - a. *Regulations*: Community service sign shall be erected only by a unit of government, school, Chamber of Commerce, religious organization or other non-profit agency. Exempt from permitting but must submit a sign permit application for conformance to specific signage regulations.
    - b. *Area limitations*:

1. Six square feet maximum area for residential zoning districts.
  2. Thirty-two square feet maximum area in all commercial zoning districts.
  - c. *Time limitations:*
    1. Posting—fourteen days prior to the event.
    2. Removal—three days after the event.
  - d. *Special uses:* Refer to Article VI, Signage and Special Uses for special restrictions and limitations for this definition.
- (3) *Construction sign:* A sign placed on a construction site identifying or announcing the project and/or the names of the architects, engineers, contractors, major suppliers and others associated with the construction of the project.
- a. *Regulations:*
    1. Construction signs which are larger than three square feet in area and not securely mounted on a wall shall be set back at least ten feet from the property line.
    2. Only one construction sign is allowed per street fronting a building or other project under construction, reconstruction or repair, except that one additional sign, not exceeding three square feet in area, may be placed on the site by any individual contractor or subcontractor working on the project and not acknowledged on the principal sign.
    3. Signs less than three square feet require a sign permit application for conformance but exempt from requiring a sign permit.
    4. Exempt from permitting but must submit a sign permit application for conformance to specific signage regulations.
  - b. *Area limitations:*
    1. Sixteen square feet maximum area in residential zoning districts.
    2. Thirty-two square feet maximum area in commercial zoning districts.
  - c. *Time limitations:* Thirty days removal after the city issues a certificate of occupancy.
- (4) *Development sign:* A sign placed on a construction site identifying or announcing the project and/or the names of the owners, developers, financiers, leasing agents and others associated with the development of the project. A sign denoting the architect, engineer, contractor, subcontractor, financier or sponsor of a residential or commercial development which may also designate the future occupant or use of the development.
- a. *Regulations:*
    1. Construction signs which are larger than three square feet in area and not securely mounted on a wall shall be set back at least ten feet from the property line.
    2. Only one construction sign is allowed per street fronting a building or other project under construction, reconstruction or repair, except that one additional sign, not exceeding three square feet in area, may be placed on the site by any individual contractor or subcontractor working on the project and not acknowledged on the principal sign.
    3. Signs less than three square feet require a sign permit application for conformance but exempt from requiring a permit.
    4. Exempt from permitting but must submit a sign permit application for conformance to specific signage regulations.
  - b. *Area limitations:*
    1. Sixteen square feet maximum area in residential zoning districts;



2. Thirty-two square feet maximum area in commercial zoning districts.
  - c. *Time limitations*: Thirty days removal after the city issues a certificate of occupancy.
- (5) *Event sign*:
- a. *Off-site event sign*: A temporary sign giving directions to occasional events at another location, such as directions to a civic, political, or other ceremonial events, to a members-only event, or to an event at a residence such as a garage sale, home for sale, real estate open house, or private party.
    1. *Regulations*: Such signs shall be placed only on private property and only with the consent of the owner of the property. No more than three such signs may be used to give directions to the same event from different starting positions. Event signs shall not be illuminated.
    2. *Area Limitations*: Three square feet maximum area.
    3. *Time limitations*:
      - i. Posted—seven days prior to the event.
      - ii. Removal—within one day after the event.
  - b. *On-site event sign*: A sign which is placed to advertise or mark the location of an occasional, event on the same site, such as civic, political, or other ceremonial events, to a members-only event, or to an event at a residence such as a garage sale, home for sale, real estate open house, or private party.
    1. *Regulations*: See specific sign prototype regulations.
    2. *Area limitations*: An on-site event sign shall not exceed an area of three square feet at a residence or 32 square feet at any other location.
    3. *Time limitations*:
      - i. Posted—seven days prior to the event.
      - ii. Removal—within one day after the event.
- (6) *Feather sign*: A vertical banner that contains a harpoon-style pole or staff driven into the ground for support or supported by means of an individual stand.
- a. *Regulations*: Must be kept in good repair throughout the time of display.
  - b. *Area limitations*: Thirty-two square feet maximum.

- c. *Height limitations:* Sixteen square feet maximum
  - d. *Time limitations:*
    - 1. Posting—ten days prior to event.
    - 2. Remove them within one day following the event.
    - 3. No such banner shall be placed for more than 30 days in one calendar year.
- (7) *Model home signs:* A sign placed to advertise a representative home used as a part of a sales campaign to show the design, structure, and appearance of units in a development.
- a. *Regulations:* Model home sign is an on-premises sign, which may be externally illuminated. Only one such sign shall be erected on the actual site of a model home. A model home sign shall not be internally illuminated.
  - b. *Area limitations:* Sixteen square feet maximum area.
  - c. *Height limitations:* Six feet maximum sign height.
  - d. *Time limitations:* All model home signs must be removed within 30 days after 90 percent of the homes in the subdivision are sold.
- (8) *Political sign:* A temporary sign that contains primarily a political message intended to advance a political statement, cause, or candidate for office;
- a. *Regulations:*
    - 1. Political signs may be placed on property only with the consent of the property owner;
    - 2. No political sign may be placed in, on or over any street or publicly owned land;
    - 3. A political sign located on private real property shall not be illuminated and shall not have any moving elements; and
    - 4. All political signs must comply with the state election code requirements.
  - b. *Area limitations:* Thirty-six square feet area.
  - c. *Height limitations:* Eight feet maximum height.
  - d. *Time limitations:* Posting is not regulated except all political signs must comply with the state election code requirements.
- (9) *Portable sign:* Any sign not permanently attached to the ground that can be removed without the use of tools, excluding construction signs, event signs, realty signs and sidewalk signs.
- a. *Regulations:* Such signs may be placed on private property only with the permission of the owner of such property, on city property only with the approval of the building official, or on other public property only with the permission of the agency owning the property. Such signs shall not be illuminated.
  - b. *Area limitations:* Thirty-two square feet maximum area.
  - c. *Time limitations:*
    - 1. Posting—fourteen days prior to the event.
    - 2. Removal within three days after the event.
- (10) *Sidewalk sign:* A sign designed to be placed on the ground or sidewalk adjacent to an establishment in order to advertise or call attention to the goods or services offered at that establishment.
- a. *Regulations:* Sidewalk signs are permitted only for establishments in the (historic) central business (C-G) district. One such sign is permitted per establishment. It shall be prohibited to erect or cause to be erected a sidewalk sign in any public right-of-way or sidewalk in a manner that endangers public safety, creates a

pedestrian or traffic hazard, creates an obstacle or barrier in a side walk or public right-of-way su

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sidewalk or public right-of-way fails to comply with any relevant provision of the Americans with Disabilities Act

- b. *Area limitations:* Eight square feet maximum area and a maximum width of two feet.
  - c. *Time limitations:* A sidewalk sign may be placed or used only during the actual business hours of the establishment to which it refers.
- (11) *Special event sign:* A temporary sign pertaining to any civic, patriotic, or special event of general public interest.
- a. *Time limitations:*
    - 1. Posted—seven days before the event.
    - 2. Removal—three days after the event.
- (12) *Temporary new business sign:* A sign intended to display messages of a transitory or temporary nature.
- a. *Regulations:* Any sign not permanently embedded in the ground, or not permanently affixed to a building or sign structure that is permanently embedded in the ground, are considered temporary signs.
  - b. *Area limitations:* Thirty-two square feet maximum.
  - c. *Time limitations:*
    - 1. For new businesses the sign must be removed upon installation of the permanent sign or within 30 days after the city issues a certificate of occupancy for the business, whichever comes first.
    - 2. Otherwise as may be provided in section 24-62—Prototype definitions.
- (13) *Vehicle sign:* A sign attached to or painted on a vehicle identifying a business when the vehicle is primarily used in the normal day-to-day operations of the business. A sign in a vehicle window advertising the vehicle itself for sale or containing an incidental non-commercial statement by the vehicle owner is exempted from this definition.
- a. *Regulations:* Vehicles parked in such a way that they intended to be seen for advertising purposes, parked in unlawful or unauthorized location, or not parked in conformity with the identified parking space are expressly prohibited.

way for more than 12 hours are prohibited. (Ord. No. 2016-001, § 07.02, 9-22-15)

Sec. 24-64. - Functions and usage definitions.

Words and phrases defined in section 24-64—Functions and uses definitions are relative to the ways that signs function and are used, as opposed to definitions contained section 24-62—Prototype definitions, section 24-63—Temporary signage, section 24-65—Sign industry definitions, or section 24-66—Governance definitions. Specific definitions and nomenclature shall have the meanings set forth in each section.

- (1) *Animated sign:* A sign depicting action, motion, light, or color changes through electrical or mechanical means. Although technologically similar to flashing signs, the animated sign emphasizes graphics and artistic display.
  - a. *Regulations:* Not permitted in the City of Castroville or its ETJ areas.
- (2) *Auxiliary sign:* A sign, not part of another sign, which is secondary and incidental to the principal use of any non-residential premises.
  - a. *Regulations:* Must submit a sign permit application although auxiliary signs are exempt from the requirement to obtain a sign permit, provided the signs are not illuminated, have an area of three square feet or less and complies with all other provisions of this and other applicable ordinances. The application is to establish conformance with this chapter prior to installation.
- (3) *Changeable copy sign:* A sign in which the message can be changed manually or by remote input without structural changes to the sign.
  - a. *Regulations:*
    1. The changeable copy area shall be part of the allowable area for specific sign regulations and shall not be more than 50 percent of the allowable sign area for the applicable signage regulations established herein. (See specific sign regulations for actual areas allowed.) The other 50 percent of the sign area shall be allowable non-changeable signage.
    2. Audio speakers or any form of pyrotechnics are prohibited.
    3. All electronic graphic display signs must be set back at least half of the required distance for the building setback line from the street front property line.
  - b. *Area limitations:* Limitations determined by regulations of general type of sign. (See additional signage definitions.)
  - c. *Height limitations:* Limitations determined by regulations of general type of sign. (See additional signage definitions.)
  - d. *Manually changeable copy:* Changeable sign whose message can only be changed manually on a display surface.
  - e. *Electronic changeable copy:* A sign that includes provisions for electronic message changes, also called changeable copy panel, changeable-copy sign, electronic message center, menu board or video display sign.
    1. *Regulations:* For signs with electronic changeable message panels or tracks, the changeable message area of the sign shall not exceed 50 percent of the total sign area. The changeable message display may consist of alphabetic or numeric characters and special visual effects including animation, but it shall not have any distracting special effects that would create a visual impact that could distract motorist or simulate emergency vehicles. Changeable message signs are further regulated by the specific sign and usage definitions herein.
- (4) *Commercial complex identifier:* A free-standing sign located on property that may be separated from the

principal development which advertises multiple establishments, but the property shall be p same PUD or subdivision. The sign shall contain the name of the commercial complex and listing the individual tenants in the complex.

a. *Regulations:*

1. *Commercial complex:*

- i. Only one free standing sign shall be permitted per containing less than two acres.
- ii. A commercial complex with a land area of two acres or more may have one such freestanding sign along each street which borders the complex for a distance of 200 feet or more.
- iii. If the commercial complex is made up of separate lots (i.e.; business park/industrial park), the free standing sign may be an off-premise sign; however, it shall be located on one of the lots within the complex.

2. *Individual establishment:* A separate free standing sign located within a commercial complex may be permitted only if the establishment meets both of the following conditions:

- The establishment is located along a street bordering, or within, the complex and in a separate building from the principal building of the complex;
- The establishment has a separate parking area from the principal parking area of the complex, which may connect with the principal parking area but is visually set off from that area by fencing or landscaping.

b. *Area limitations:* Limitations determination by regulations of general type of sign. (See specific signage and usage definitions.)

c. *Height limitation:* Determination by regulations of general type of sign. (See specific signage and usage definitions.)

d. *Special uses:* Refer to Article VI, Signage and Special Uses for special restrictions and limitations for this definition.

(5) *Commercial sign:* Any sign, regardless of its location or construction, whose wording or other contents, directly or indirectly, names, advertises or calls attention to any business, product, service, institution, organization, event, cause, purpose or other activity.

a. *Regulations:* See specific sign and usage regulations.

(6) *Directional sign:* Any sign that is designed and located (on or off premises) for the purpose of providing direction and/or orientation for pedestrian or vehicular traffic.

a. *Regulations:* A directional sign that is located off premise may not contain any commercial message except the name, logo or other symbolic identification of the establishment to which the sign is secondary. Signs located on landmark properties or located in historical districts are subject to design review and approval by the Castroville Historic Landmark Commission prior to permitting and/or installation.

b. *Area limitations:*

1. Six square feet maximum area for single establishment.
2. Twelve square feet for a historic district directional sign identifying multiple establishments in the historical district (HE) or historic central business district (CG).
3. *Special uses:* Refer to Article VI, Special Uses, for special restrictions and limitations for this definition.

- (7) *Electrical sign:* Any sign that requires use of electricity shall be powered by the existing electrical grid serving the sign location or, upon application and approval by the city, may be powered by a solar panel designed specifically to power the sign, and provided such solar power is only "off-grid" and for the specific intended sign usage.
- (8) *Integral sign:* A sign that is part of the building construction indicating the name of a building, the date, or other information of historical interest about the building's construction as clearly distinct from the name of an establishment or entity occupying the building.
- a. *Area limitations:* The area of an integral sign shall not be counted toward the limit on the area of wall signs on the same wall, provided that the integral sign contains no commercial message substantially duplicating another sign.
- (9) *Mobile sign:* A sign located on a vehicle or trailer used in a manner for advertising an establishment. A mobile sign does not include signs that are painted on or attached to a vehicle or trailer that is incidental to the primary purpose of the vehicle or trailer and such vehicle or trailer is used in the business' day-to-day business.
- a. *Regulations:* Signs on vehicles that are parked in an area visible from the public right-of-way for more than 12 hours in a way intended to be seen for advertising purposes are expressly prohibited.
- (10) *Official signs and notices:* Signs and notices erected and maintained by public officers or public agencies within their territorial jurisdiction and pursuant to and in accordance with direction or authorization contained in federal, state, or local law for the purposes of carrying out an official duty or responsibility. Historical markers authorized by state law and erected by state or local governmental agencies or nonprofit historical societies shall be considered official signs.
- a. *Regulations:* Any sign erected or required to be erected by any governmental entity or public utility to give information, directions or warnings to the general public, regardless of the sign's location on public or private property.
- (11) *On/off-premises sign:*
- a. *Off-Premises Sign:* "A sign displaying advertising copy that pertains to a business, person, organization, activity, event, place, service, or product not principally located or primarily manufactured or sold on the premises on which the sign is located." (Texas Local Government Code.)
1. *Regulations:* Off-premises signs are prohibited, with the following exceptions:
    - i. Commercial complex identifier signs;
    - ii. All state and local traffic control signs are exempt from this provision;
    - iii. Historic district directional signs;
    - iv. Way-finding signage
  2. *Special uses:* Refer to Article VI, Signage and Special Uses, for special restrictions and limitations for this

definition.

- b. *On-premised sign*: "On-premise means a freestanding sign identifying or advertising a business, person, or activity, and installed and maintained on the same premises as the business, person, or activity." (Texas Local Government Code.)

- 1. *Regulations*: Regulation varies dependent upon specific sign type and usage regulations.

- (12) *Pennant*: A triangular or irregular piece of fabric or other material, commonly attached in strings or strands, or supported on small poles intended to flap in the wind.

- a. *Regulations*: See temporary sign regulations.

- (13) *Public service sign*: A sign or part of a sign which is devoted to changeable messages of general public information, such as the current time and temperature or an index of stock market averages, without other commercial content.

- a. *Regulations*: A public service sign shall be placed only in a non-residential districts and only as an on-premises sign of the establishment sponsoring the sign.

- b. *Area limitations*: Thirty-two square feet maximum, regardless of whether the public service sign is a separate sign or integrated as a component of another sign.

- c. *Special uses*: Refer to Article VI, Signage Special Uses, for Special Restrictions and Limitations for this definition.

- (14) *Real estate sign*: A temporary sign advertising the sale, lease, or rental of the property or premises upon which it is located.

- a. *Regulations*: Only one such sign shall be permitted per street fronting the lot or tract.

- b. *Area limitations*:

- 1. Six square feet in a residential area;

- 2. Thirty-two square feet in a non-

residential area. (Ord. No. 2016-001, § 07.03,

9-22-15)

Sec. 24-65. - Sign industry definitions.

Words and phrases defined in section 24-65—Sign industry definitions are relative to the technical meanings of words associated within graphic and signage industry in the design of signs, as opposed to definitions contained section 24-62—Prototype definitions, section 24-63—Temporary signage, Section 24-64—Functions and uses definitions, or section 24-66—Governance definitions. Specific definitions and nomenclature shall have the meanings set forth in each section.

**Area:** The square foot area enclosed by the perimeter of the sign face—excluding any sign supports or structure, framework, and any finials, decorations or scroll work entirely outside the area of substantive sign content. The area to be measured includes any material or color forming an integral part of the background of the display or used to differentiate the sign material from the backdrop or structure against which the sign is placed. The area of a sign, or a portion of a sign, composed only of free-standing letters, figures, or other characters shall be the area of the smallest simple imaginary figure (circle, triangle, rectangle, or other) which fully contains the sign content.

**Abandoned sign:** A sign whose message describes the availability of goods or services at a location where such goods and services are no longer available and have ceased to be available for a period of at least 60 days or, in the alternative, a sign which is non-commercial in nature and the content of the sign pertains to a time, event or purpose which has elapsed or expired in the preceding 60 days. Such abandonment should include intentional conduct, such as failure to pay taxes or permit fees, or to maintain the sign, or a negligent failure to do so.

**Building façade:** That portion of any exterior wall of a building, extending vertically from grade to the top of a parapet wall and/or eaves and horizontally across the entire width of the building wall.

**Cone of vision:** The area that is clearly visible to a driver, generally described as a "fan-shaped envelope" preceding the driver which allows the driver to safely see and observe moving objects and persons in front of and to the immediate left and right of the driver.

**Canopy (attached):** A roofed element of a building that may be either cantilevered from a structure, supported by attachment to a building on one or more sides, or may be a free-standing structure with separate supporting columns.

**Complying sign:** A sign that is legally installed in accordance with federal, state, and local permit requirements and laws.

**Conspicuity:** The capacity of a sign to stand out or be distinguishable from its surroundings and thus be readily discovered by the eye. It is the noticeable contrast between a sign and its background, attributed to an exogenous (unplanned) or endogenous (planned) mindset, with the display having features that attract attention to the sign.

**Contrast:** The difference or degree of difference in the appearance of adjacent surfaces, such as light and dark areas, different colors, or typefaces, and graphics appearing on various backgrounds.

**Copy:** The words and/or message displayed on a sign.

**Copy area:** That area which displays the actual copy on a sign.

**Height:** The vertical distance between the highest component of the sign or of its supporting structure and the average existing ground level beneath the sign unless the curb elevation at the street in front of the sign is higher than the established ground level, in which case the height shall be measured from the height of the center of the adjoining street.

**Legibility:** The physical attributes of a sign that allow for differentiation of its letters, words, numbers, or graphics, which

directly relate to an observer's visual acuity. **Luminance:** An objective measurement of the brightness of illumination,

including illumination emitted by an electronic sign, measured in candles per square foot. **Municipality:** The body of

officers, taken collectively, belonging to a city, town or village, who are appointed to manage its affairs and defend its interests.



*Non-complying:* A sign that was legally erected and maintained but does not currently comply with sign restrictions because such restrictions were enacted after the sign was originally permitted and installed.

*Organization:* An entity, including a natural person, which owns or operates the premises where an on-premise sign is displayed.

*Readability:* That which enables the observer to correctly perceive that information content of letters, numbers or symbols grouped together in words, sentences, or other meaningful relationships on the sign. Readability is the character of a sign which leads to the observer's comprehension of its intended message, and depends on legibility and other considerations of contents and time restraints.

*Secondary copy:* The words or messages on a sign which are meant to be read from automobiles that are idling or parked along a road way.

*Sign:* Any device, singular and collectively, whose essential purpose and design is to convey messages by means of "an outdoor structure, sign, display, light device, figure, painting, drawing, message, plaque, poster, billboard, or other thing that is designed, intended, or used to advertise or inform." (Texas Local Government Code.)

*Sign structure:* Any structure specifically designed for the support of a sign.

*Signage:* A community's inventory of signs used to communicate information or attract attention, including signature building, product displays, and dispensers, as well as traditional projecting, wall, roof, and freestanding signs.

*Visibility:* The physical attributes of a sign and its contents that allow for detection at a given distance, although legibility may be uncertain. (Ord. No. 2016-001, § 07.04, 9-22-15)

#### Sec. 24-66. - Governance definitions.

Words and phrases defined in section 24-65—Governance definitions are relative to the governmental, municipal, and regulatory meanings of words associated in administrative oversight of local signage requirements, as opposed to definitions contained section 24-62—Prototype definitions, section 24-63—Temporary signage, section 24-64—Functions and uses definitions, or section 24-65—Sign Industry Definitions. Specific definitions and nomenclature shall have the meanings set forth in each section.

*City:* Refers to the City of Castroville, Texas, and its extra-territorial jurisdiction (ETJ).

*City administrator:* The individual employed by city council to serve as the administrator of day-to-day operations of the city.

*City council:* Composed of councilmembers and the mayor, also known as the governing body of the city.

*City council meeting:* A regularly scheduled meeting or a called special meeting of the city council of the city held in conformance with the Open Meetings Act of the State of Texas.

*City staff:* Refers to the staff and employees of the city.

*Commercial complex:* Any non-residential development such as a shopping center, office park or industrial park, which consists of two or more establishments on one or more platted contiguous lots, some of which may be separated by a street(s), infrastructure easements, or dedicated right-of-ways.

*Commercial sign:* Any sign, regardless of its location or construction, whose message, directly or indirectly, names, advertises or calls attention to any business, product, service, institution, organization, event, cause, purpose or other activity.

*Establishment:* A use of land for any purpose which requires improvements in any form, excluding a residence or active agricultural use of the land, regardless of the commercial, nonprofit or public nature of the activity.

*Extraterritorial jurisdiction (ETJ):* The area extending one-half mile outside the city limits.

*Historical districts:* Areas of the city that have been designated as historical and as identified in the Castroville Zoning Ordinance (CZO).

*Historic landmark commission:* A commission of the city with the power of design review in the designated historical districts of the city and the individual landmark properties.

*Landmark properties:* Individual properties that have received historical designation by the city, the state, or the country and may or may not be part of a city designated historical district.

*Non-residential area:* The area within any non-residential zoning district inside the city limits. In the city's ETJ any lot or tract of land which is the site of an establishment or commercial complex.

*Planning and zoning commission:* An appointed commission of the city that reviews and makes recommendations to the city council on planning and zoning issues, rezoning cases, platting cases, reviews and oversees development of master plans and capital improvement plans and other related matters, It also hears variance requests and makes recommendations to the city council.

*Regularly scheduled meeting:* An identified, pre-determined, and regularly scheduled meeting of the city council or any board or commission of the city held in conformance with the Open Meetings Act of the State of Texas.

*Residential area:* Any residential zoning district in the city and any property in the ETJ that has be subdivided for residential development or any individual properties containing a single family residence that is not part of an adjacent agricultural operation.

*Responsible party:* Any entity (person, firm, organization) whose product, service, activity or enterprise is announced or advertised by a sign, or whose message is carried by the sign, and/or is the owner of the land upon which the sign is located.

(Ord. No. 2016-001, § 07.05, 9-22-15)

Secs. 24-67—24-70. -

Reserved. ARTICLE

VIII. - PERMITS

## Sec. 24-71. - Applications, permitting, and fees.

Applicants who wish to erect signs or those seeking to significantly modify (i.e., a modification that costs 50 percent or more than the replacement cost of the original sign) existing signs must obtain a sign permit prior to installation/modification of the signs. Each sign permit application must be accompanied by the fee established by city in accordance with Castroville's current comprehensive fee schedule, and by such drawings, descriptions and other specifications as are compliant or reasonably necessary to determine whether the application meets the requirements of this ordinance. Upon receipt of a complete sign permit application, accompanied by the requisite fee(s), city staff, shall approve or deny said permit application, or the latest required revisions thereto, within 30 days of official acceptance of sign permit application or, if required, the revised sign permit application.

(1) *Permits:*a. *Sign permits:*

1. Name, address, and telephone number of the applicant.
2. No person shall construct, erect, install, place, post, paint, or alter any sign, other than those permitted under this chapter, for either permanent or temporary use, without first obtaining a sign permit from the city staff.
3. Additional requirement of section 24-72—Historic landmark commission may also be applicable.

b. *Special-use sign permits:* In addition to requirements of sign permits, special-use sign permits require a copy of the executed agreement required in section 24-55—Signage agreements, that establishes complete terms and conditions under which the identified property will be fully developed and maintained, containing needed additional information relative to operations and management of signs and signage provided in Article VI, Signage and Special Uses, Off-Premises—Highway 90 Signage Areas.c. *Official notifications:* Address on sign permit application shall be the address for official notifications to applicant unless applicant provides a different address in writing to the city.(2) *Sign permit application:* Sign permit application shall be made upon forms provided by the city staff and shall include the following information:

- a. Name, address, and telephone number of the applicant.
- b. Name, address and telephone number of the business owner and the building owner.
- c. A drawing to scale of the proposed sign and all existing signs located on the premises, visible to the public.

- d. Written description of materials, construction and method of attachment including a detailed description of materials, colors, and letter height, type and style.
  - e. A drawing to scale of the site plan and/or the building façade showing the proposed location of the sign.
  - f. Location of the building, structure or tract to which, or upon which, the sign is to be attached or erected.
- (3) *Official acceptance of application:*
- a. The completion and filing of application forms with the city staff is not the official acceptance by the city of an application.
  - b. All required supporting documentation must be filed with the city staff prior to official acceptance.
  - c. Upon official acceptance, the permit application shall be stamped with a dated stamp and have the signature of the accepting official of the city.
  - d. The time frame for processing sign applications does not begin until official acceptance of the permit application has occurred and the date is indicated within the stamped document.
- (4) *Time frame:*
- a. Upon acceptance of the sign permit application, city staff shall have 30 calendar days to review the application for a sign permit.
  - b. A permit shall be issued on or before the end of the 30 calendar days review period if the application for a new sign or renewal complies with the regulations contained in this sign ordinance.
  - c. If the city staff does not issue a determination within the 30-calendar-day period, the sign permit is deemed approved.
  - d. If it is determined the application must be submitted to HLC for review and comment (landmark and historic properties), the permitting time frame is extended, up to, an additional 60 days.
- (5) *Approval/denial process:*
- a. A sign permit application may be denied by the city staff within the 30-calendar-day review period if the application fails to comply with the standards contained in this chapter. The city staff, in writing, shall inform the applicant of the reasons for denying the application for sign permit by certified mail.
  - b. Upon denial of a sign permit application, the applicant has 15 business days to (1) revise and resubmit the sign permit application for review by the city, or, (2) appeal the decision of the city staff to the planning and zoning commission.
  - c. If the applicant disagrees with P&Z's decision, applicant has another 15-days to request hearing before the city council.
- (6) *Final Determination:*
- a. The city council, at the next city council meeting, shall review the application with no deference to the final determination made by city staff and shall make independent findings in assessing the adherence of the application to the provisions of this chapter. If the city council finds the application meets the requirements of this sign ordinance, it will direct the city staff to issue the sign permit within ten business days.
  - b. Upon a final determination by the city council, unsuccessful applicants may seek to appeal to the courts.
- (7) *Permit fees:*
- a. The sign permit application fee for each sign permit, or for appeal of denial shall be as established in the city's Comprehensive Fee Schedule Handbook.
  - b. In the instance that substantial repair or replacement becomes necessary (i.e., repairs that cost more than 50 percent of the replacement cost of the damaged sign), the applicant must apply for a new sign permit.

- c. No sign permit shall be issued until all appropriate sign permit fees have been paid to the city.

(8) *Expiration of permits:*

- a. The sign permit shall be effective for a period of six months.
- b. If the authorized sign work has not been completed within six months of the date the permit was issued, the permit shall be deemed to have automatically expired and shall become null and void, requiring the submittal of a new sign permit application.
- c. Once constructed within the six-month window, the sign permits shall not expire providing that such signs are not abandoned or destroyed.
- d. A sign permit for any sign, whose use is limited to a time-period specified by this chapter, or whose removal is required at a certain time by this chapter, must be for a specified term that shall not exceed the time limit established by this chapter.

(Ord. No. 2016-001, § 08.01, 9-22-15)

Sec. 24-72. - Historic landmark commission.

- (a) *HLC approval:* Sign permit applications for individual landmarks in the city, or properties located within designated historic districts, shall require approval of the historic landmark commission and require applicant to follow the provisions set forth in Chapter 23 of the City of Castroville Code of Ordinances, which sets forth procedures to obtain approval of a certificate of appropriateness—which must be obtained prior to permitting.
- (b) *Certificate of appropriateness:* The review of sign permits applications for certificate of appropriateness shall be concurrent with other departments that must approve sign permit applications. Upon receipt of a complete application, the city staff, when applicable, shall present the application at the HLC's next regular scheduled meeting for consideration and action. Upon the determination of the HLC, city staff shall approve or deny said permit within 30 days of receipt thereof.

(Ord. No. 2016-001, § 08.02, 9-22-15)

Sec. 24-73. - Signage enforcement.

(a) *Enforcement:*

- (1) After a sign permit has been issued by the city, it shall be unlawful to change, modify, alter or otherwise deviate from the terms and conditions of the permit without prior approval by the city.

(2)

Whenever the city has evidence of a sign that, after the effective date of the ordinance from which this chapter was erected, constructed, altered, repaired or relocated in violation hereof, the city shall require the party responsible for such sign to remove it.

(b) *City removal:*

- (1) If the responsible party fails to remove the sign within 72 hours after being notified to do so, the city that the illegal sign placement poses an immediate danger to the public, then such sign may be removed by the city and the city's actual cost of removal shall be charged to the responsible party.
- (2) Any sign so removed shall be impounded and shall not be returned to the party responsible until all applicable charges are paid. If any sign remains unclaimed for a period of more than 30 days, the city may destroy, sell, or otherwise dispose of the sign.

(Ord. No. 2016-001, § 08.03, 9-22-15)

Secs. 24-74—24-80. -

Reserved. ARTICLE IX. -

## SAFETY

## REQUIREMENTS

Sec. 24-81. - Miscellaneous requirements.

- (a) *Wind pressure and deal load:* All signs that have a height of six feet or more shall be designed and constructed to withstand wind load pressures in conformance with the city's building codes and/or TxDOT standards, whichever is greater.
- (b) *Electrical requirements:* All sign lighting shall utilize ground fault interceptors in the electrical supply circuit. All electronic signs must contain a default mechanism that freezes the sign in one position if a malfunction occurs and must adjust the intensity of its display according to natural ambient light conditions. The owner of an electronic sign must provide TxDOT or the city staff with contact information for a person who is available to be contacted at any time and who is able to turn off the electronic sign promptly after a malfunction occurs.
- (c) *Traffic safety:* No sign shall obstruct visibility or otherwise cause a traffic hazard.
- (d) *Certain illuminated signs:* No sign shall be illuminated to such an intensity or in such a manner as to cause a glare of brightness to a degree that it constitutes a hazard or nuisance to traffic. If TxDOT or the city staff determine that an electronic sign causes glare or otherwise impairs the vision of the driver of a motor vehicle or otherwise interferes with the operation of a motor vehicle, the owner of the sign, within 12 hours of a request by TxDOT or the city shall reduce the intensity of the sign to a level acceptable with TxDOT or the city. Failure to comply with such request will subject the owner of said sign to enforcement proceedings found in Article XIII, Enforcement.
- (e) *Obstructions to access/egress or fire protection:* No sign or advertising structure shall be erected, relocated, placed or maintained so as to prevent free ingress to or egress from any door, window or fire escape. No sign d

any type shall be attached to a stand pipe or fire escape, nor shall any sign be placed where it blocks fire hydrant.

(f) *Safety or health hazard:* No sign or support structure shall constitute a hazard to safety or health by reason of inadequate design, construction, repair or maintenance. (Ord. No. 2016-001, § 09.01, 9-22-15)

Secs. 24-82—24-90. -

Reserved. ARTICLE X. -

## VARIANCES

Sec. 24-91. - Procedural review.

- (a) *Procedure:* A responsible party seeking a variance from this chapter must file a request for variance with the city, along with a variance fee, as stated in the city's current comprehensive fee schedule. The city staff will indicate what documentation the responsible party must provide in support of the request.
- (b) *City council—Final authority:* The city council has final authority to approve a variance at a city council meeting in conformance with Texas Government Code, Chapter 551.

(Ord. No. 2016-001, § 10.01, 9-22-15)

Sec. 24-92. - Variance considerations.

When considering granting a variance in accordance with this section, the following considerations may be considered by P&Z and the city council.

- (1) *Special and unique hardship:*
  - a. Special or unique hardship because of the size or shape of the property on which the sign is to be located.
  - b. Hardship claim based on the exceptional topographic conditions or physical features uniquely affecting the property on which a sign is to be located.
  - c. The P&Z may take into consideration the demonstrated and documented correlation between the variance and protecting the public health and safety. The city staff will be more inclined to consider a variance request when it is sought during an earlier stage of the construction approval process, for instance when the responsible party is submitting/obtaining a plat, planned development district, development agreement, or site plan.
- (2) *Monetary consideration:* A showing that the display of a sign would be more profitable or the sign would be more valuable is not a special or unique hardship as required by this section.
- (3) *Recommendations and approvals:* Nothing herein shall preclude the P&Z from recommending or the city council from approving, or require the P&Z to recommend or the city council to approve, the granting of any variance.

(4) *Conditions:* The P&Z may recommend, and city council may impose, conditions upon the granting Section V, Item a.

under this section. Such conditions must be related to the variance sought, and be generally intended to mitigate the adverse effects of the sign on neighboring tracts and the general aesthetic ambiance of the community. A responsible party's failure to comply with conditions placed on a variance may result in the city council voiding the variance and authorizing all available code enforcement actions and other remedies available in equity or at law.

(5) *Bases of decision:* The recommendations and decisions of approval or denial of variance requests considered by the P&Z and the city council shall be in writing. (Ord. No. 2016-001, § 10.02, 9-22-15)

Secs. 24-93—24-100. -

Reserved. ARTICLE XI. -

## SIGN MAINTENANCE

Sec. 24-101. - Maintenance required.

- (a) *Maintenance:* All signs must be maintained in a structurally safe condition, freshly painted and/or in good repair.
- (b) *Repair or removal:* The city staff shall notify, by certified mail, the responsible party for any sign not so maintained, and the responsible party shall be required to perform the necessary maintenance or repairs within 30 days of receipt of the notice. Any sign not repaired within the allotted time may be removed by the city and the actual cost of such removal shall be charged to the responsible party for the sign. If an un-maintained or un-repaired sign is removed by the city and the sign remains unclaimed for a period of more than 30 days, the city may destroy, sell, or otherwise dispose of the sign.
- (c) *Removal of hazardous signs:* Any sign which in the judgment of the city staff has become an imminent hazard to public safety, either because of an incident of damage or because of neglect of maintenance, shall be repaired or removed by the responsible party without delay. Notice of the existence of the hazard shall specify the maximum time which may be allowed for repairs or removal in order to insure public safety, and the notice may be served upon the responsible party by certified mail. A hazardous sign which is not repaired or removed within the time specified in the notice shall be removed by the city and the cost of such removal shall be charged to the responsible party. If a sign has been removed by the city as a hazardous sign and the sign remains unclaimed for a period of more than 30 days, the city may destroy, sell, or otherwise dispose of the sign.

(Ord. No. 2016-001, § 11.01, 9-22-15)

Secs. 24-102—24-110. -

Reserved. ARTICLE XII.

- COMPLIANCE



Sec. 24-111. - Incentives for compliance.

- (a) *Variance incentive*: When considering granting a requested variance under this section or any other section, the city staff may take into consideration an applicant's commitment to bring pre-existing nonconforming signs into compliance with this section, and/or remove pre-existing nonconforming signs.
- (b) *Permit incentive*: If a responsible party voluntarily elects to bring a pre-existing nonconforming sign into compliance with this section, the city staff may waive the application fee for any required sign permits related to the specific property.

(Ord. No. 2016-001, § 12.01, 9-22-15)

Secs. 24-112—24-120. -

Reserved. ARTICLE XIII.

- MISCELLANEOUS

ISSUES

Sec. 24-121. - Sign contractor's license and insurance.

A sign may not be erected, altered, relocated, constructed, or maintained without a valid contractor's license when required by state or federal regulations. Those holding required contractor's licenses must have a current certificate of insurance on file which indemnifies the city for any form of liability. All electric signs must be constructed according to the technical standards of a certified testing laboratory.

(Ord. No. 2016-001, § 13.01, 9-22-15)

Sec. 24-122. - Violations.

The placement of any permanent or specially permitted sign without a sign permit shall be unlawful. Violations of this chapter shall be treated as strict liability offences regardless of intent. Violators will be fined \$200.00 per day per sign displayed in violation of this chapter.

(Ord. No. 2016-001, § 13.02, 9-22-15)

Sec. 24-123. - Repealer and relation to other ordinances.

Section 4, Sign Regulations, Comprehensive Zoning Ordinance 2005-15, is repealed in its entirety. This shall not be construed to require or allow any act that is prohibited by any other ordinance—except those applicable requirements of section 59-29(a)(4)'s reference to "signs" shall be repealed herewith. This chapter is specifically subordinate to any ordinance or regulations of the city pertaining to building and construction safety or to pedestrian and traffic safety.

(Ord. No. 2016-001, § 13.03, 9-22-15)

Sec. 24-124. - Enforcement, violations and penalties.

- (a) *Enforcement:* Whenever the city staff has evidence of a sign that, after the effective date of the ordinance from which this chapter derives, was erected, constructed, altered, repaired or relocated in violation hereof, the city staff shall require the party responsible for such sign to remove it. If the responsible party fails to remove the sign within 72 hours after being notified to do so, or if it appears to the city staff that the illegal sign placement poses an immediate danger to the public, then such sign may be removed by the city and the city's actual cost of removal shall be charged to the responsible party. Any sign so removed shall be impounded and shall not be returned to the party responsible until all applicable charges are paid. If any sign remains unclaimed for a period of more than 30 days, the city may destroy, sell, or otherwise dispose of the sign.
- (b) *Right of entry:* Whenever necessary to make an inspection or to remove a sign to enforce any of the provisions of this chapter, the city staff may enter such property, building or premises at all reasonable times to inspect the same or to perform any duty imposed upon the city by this chapter.
- (c) *Persons responsible:* Unlawful signs found on private property shall be the responsibility of the responsible party.
- (d) *Presumption clause:* The fact that an unlawful sign is found on public property, in rights-of-way, on utility poles or private property shall be prima facie evidence that the responsible party is who unlawfully placed or erected the sign.
- (e) *Civil and criminal penalties:* The city shall have the power to administer and enforce the provisions of this chapter as may be required by law. Any person violating any of these provision is subject to suit for injunctive relief as well as prosecution for criminal violations. Any such violation are hereby declared to be a nuisance.
- (f) *Not required to show culpable mental state:* Unless required by state statute, allegation and evidence of a culpable mental state is not required for proof of an offense defined by this chapter.
- (g) *Criminal prosecution:* Any person violating any provision of this chapter shall, upon conviction, be fined a sum not exceeding \$200.00 per each violation. Each sign and each day that a provision is violated shall constitute a separate misdemeanor offense.
- (h) *Civil remedies:* Nothing in this chapter shall be construed as a waiver of the city's right to bring a civil action to enforce these provisions and to seek remedies as allowed by law, including, but not limited to the following:
  - (1) Injunctive relief to prevent specific conduct that violates this chapter or to require specific conduct that is necessary for compliance including removal of signs that are in violation at the expense of the sign owner; and
  - (2) A civil penalty up to \$200.00 per day when it is shown that the defendant was actually notified of the provisions of this chapter and after receiving notice of the commitment of acts in violation, failed to take action necessary for compliance; and

(3) Other available relief.

- (i) *Complaints*: The city will promulgate a complaint form for use by individuals or entities wishing to file a complaint regarding the legality of a sign. A completed complaint form should be submitted to city staff for investigation of the complaint.
- (j) *Severability*: If any portion of this chapter or any section or subdivision thereof be declared unconstitutional or in violation of the general laws of the state, such declaration shall not affect the remainder of this chapter which shall remain in full force and effect.

(Ord. No. 2016-001, § 13.04, 9-22-15)

Sec. 24-125. - No waiver of liability.

The provisions of this chapter shall not be construed as relieving or limiting in any way the responsibility or liability of any person that erects or owns any sign, from personal injury or property damage resulting from the placing of the sign, or resulting from the negligence or willful acts of such person in the design, construction, maintenance, repair or removal of any sign erected in accordance with a permit issued under the provisions of this chapter.

(Ord. No. 2016-001, § 13.05, 9-22-15)

# Castroville Sign Ordinance

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## Section 1. General Provisions

### A. Purpose

The purpose of this Ordinance is to establish a clear set of standards related to the placement and specifications of commercial signage within the City’s jurisdictional area. The following regulations balance the need to protect the public safety and welfare, the need for a well maintained and attractive community, and the need for adequate identification, communication and advertising.

### B. Objectives

The regulations have the following objectives:

1. To promote and protect the safety of persons and property by ensuring that signs do not create traffic hazards or impair motorists’ ability to see pedestrians, other vehicles, obstacles or read traffic signs;
2. To promote the aesthetics, safety, health, morals and general welfare, and the insurance of protection of adequate light and air by regulation of the position, displaying, erection, use and maintenance of signs;
3. To allow for adequate and effective signs whose dimensional characteristics further the interests of public safety and the needs of the motorist, where signs are viewed from a street or roadway;
4. To promote the efficient transfer of general public and commercial information through the use of signs;
5. To enhance the overall appearance and economic value of the landscape, and preserve the unique natural environment that distinguishes the City and surrounding area;
6. To reflect and support the desired ambience and development patterns of the various zones, overlay zones, and plan districts and promote an attractive environment; and
7. To ensure that the constitutionally guaranteed right of free expression is protected.

### C. Authority

This Ordinance is adopted in accordance and consistent with the following:

1. Applicable Federal Laws;
2. The Texas Constitution;
3. The City’s Police Power;
4. Texas Local Government Code Chapters 51, 54, 211, 216 and 217;
5. Texas Local Transportation Code Chapter 393; and
6. Applicable Federal and State Judicial Case Law.

### D. No Waiver of Liability

The provisions of this Ordinance shall not be construed as relieving or limiting in any way the responsibility or liability of any person that erects or owns any sign, from personal injury or property damage resulting from the placing of the sign, or resulting from the negligence or willful acts of such person in the design, construction, maintenance, repair or removal of any sign erected in accordance with a permit issued under the provisions of this Ordinance.

E. Severability

If any portion of this Ordinance or any section or subdivision thereof is declared unconstitutional or in violations of the general laws of the State of Texas, such declaration shall not affect the remainder of this ordinance, which shall remain in full force and effect.

F. Relationship to Other Ordinances.

This Ordinance shall not be construed to require or allow any act that is prohibited by any other Ordinance. This Ordinance is specifically subordinate to any Ordinance or regulations of the City pertaining to building and construction safety or to pedestrian and traffic safety.

## Section 2. Applicability

- A. A sign may be erected, placed, established, painted, created, or maintained in the City and Extraterritorial Jurisdiction only in compliance with the standards, procedures, exemptions, and other requirements of this Ordinance.
- B. The effect of this Ordinance as more specifically set forth herein, is:
  - 1. To establish a permit system to allow a variety of types of signs in commercial and industrial zoning districts and a limited variety of signs in other zoning districts, subject to the standards and the permit procedures of this Ordinance;
  - 2. To allow signs that are small, unobtrusive, and incidental to the principal use of the respective lots on which they are located, subject to the substantive requirements of this Ordinance, but without requirements for permits;
  - 3. To provide for temporary signs in limited circumstances;
  - 4. To prohibit all signs not expressly permitted by these regulations; and to provide for the enforcement of the provisions of this Ordinance.
- C. Any person, firm, association of persons, corporation, or other organization violating any of the provisions of this Ordinance shall be guilty of an offense under this Ordinance and shall be subject to penalty as defined in Section 3.

## Section 3. Violations, Violation Processing and Fines

### A. Fine for Violation

Violations of this Ordinance shall be treated as strict liability offenses regardless of intent. Violators shall be subject to fines of up to two hundred dollars (\$200) per day per sign displayed in violation of this Ordinance.

### B. Enforcement

Whenever the City Administrator has evidence of a sign that, after the Effective Date of this Ordinance, was erected, constructed, altered, repaired or relocated in violation of this Ordinance, the City Administrator shall require the party responsible for such sign to remove it in accordance with the provisions of this Ordinance.

### C. Right of Entry

Whenever necessary to make an inspection or to remove a sign to enforce any of the provisions of this Ordinance, the City personnel may enter such property, building or premises at all reasonable times to inspect the same or to perform any duty imposed upon the City by this Ordinance.

### D. Persons Responsible

Unlawful signs identified under this Ordinance shall be the responsibility of the Responsible Party as defined herein.

### E. Presumption

The fact that an unlawful sign is found on public property, in rights-of-way, on utility poles or private property shall be prima facie evidence that the Responsible Party is who unlawfully placed or erected the sign.

### F. Civil and Criminal Penalties

The City shall have the power to administer and enforce the provisions of this Ordinance as may be required by law. Any person violating any of these provisions is subject to suit for injunctive relief as well as prosecution for criminal violations. Any such violations are hereby declared to be a nuisance.

### G. Mental Culpability

Unless required by state statute, allegation and evidence of a culpable mental state is not required for proof of an offense defined by this Ordinance.

### H. Civil Remedies

Nothing in this Ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this Ordinance and to seek remedies as allowed by law, including, but not limited to the following:

1. Injunctive relief to prevent specific conduct that violates this Ordinance or to require specific conduct that is necessary for compliance including removal of signs that are in violation at the expense of the sign owner; and
2. A civil penalty, separate and apart from criminal penalty described in A above, of up to two hundred dollars (\$200) per day when it is shown that the defendant was actually notified of the provisions of this Ordinance and after receiving notice of the commitment of acts in violation failed to take action necessary for compliance; and
3. Other available relief.



I. Complaints

The City will promulgate a complaint form for use by individuals or entities wishing to file a complaint regarding the legality of a sign. A completed complaint form should be submitted to the City Administrator for investigation of the complaint.

## Section 4. Abandoned Signs, Dilapidated Signs, and Sign Violations

- A. The owner of any premise on which there is displayed or maintained any abandoned or dilapidated signs shall comply with the following requirements:
1. The owner of any dilapidated sign shall remove the sign within thirty (30) days after receiving written notice from the City Administrator or the adoption of this Ordinance, whichever is later;
  2. The owner of a supporting structure used or designed to be used with a dilapidated sign shall remove the supporting structure within thirty (30) days after receiving written notice from the City Administrator.
  3. If an abandoned supporting structure does not have a can, frame, or similar part of the supporting structure that would hold the sign or to which the sign would be attached, the supporting structure shall be removed or made to comply with the provisions of the Ordinance.
  4. Any modifications, alterations or changes to an abandoned sign or supporting structure shall be made in full compliance with the requirements of this Ordinance.
  5. Any dilapidated sign or dilapidated supporting structure not in compliance with this Ordinance is an unlawful sign and may be removed by the City in compliance with **C** below and the owner may be prosecuted or be enjoined from continuing such violation.
  6. If a sign that conforms to the regulations of this Ordinance is abandoned, the owner, user, and persons who benefit from the sign and the owner, operator, and tenants of the property on which the sign is located shall remove it, paint out or cover the message portion of the sign, put a blank face on the sign, or otherwise bring it into compliance with this Ordinance so as to leave the message portion and supporting structure neat and unobtrusive in appearance, within ninety (90) days after receiving written notice from the City Administrator.
- B. The following are required for the use, display, maintenance, or permitting of an alteration of any abandoned sign or supporting structure regardless of when the sign was abandoned:
1. Like Material
 

Only the same like, or better quality material as that being replaced shall be used as a face on or in the abandoned sign. The face of the supporting structure must be one that the supporting structure is designed to support.
  2. Covered Messages
    - a. Abandoned signs may be painted in order to “blank” the face.
    - b. However, the paint must completely cover the sign face or message portion of the structure. The covered, painted over message must not show through the paint.
    - c. Covered sign faces must be of a material or substance that renders the resulting sign face completely blank, opaque, and resistant to deterioration. It is a violation of these regulations to allow a covered message to bleed or show through the paint or covering.
    - d. Routed, embossed, or raised messages or sign copy must not be visible to the ordinary observer, if the face or message is blanked
  3. No person shall alter an abandoned sign or supporting structure without first obtaining a permit to do so from the City Administrator.

### C. Sign Violations and Removal

1. The City Administrator shall have the authority to issue a sign violation notice and shall be empowered to enter upon the premises of any person within the City or its ETJ for the purpose of enforcing the provisions herein.
2. The City is authorized to take all legal means to ensure that a sign violation is removed or remedied.
3. When a sign requiring a permit is erected without a sign permit, the City Administrator shall use the following procedures.
  - a. The City shall give written notice of violation to the responsible party or to the occupant of the premises if the responsible party is not known. The notice shall include a description of the violation, the date such violation was noted, instructions to contact the City Administrator to apply for a permit for the sign, if applicable, and the fine schedule if the notice is not heeded, refused or unclaimed. The notice is deemed delivered when deposited in the United States Postal Service mail, with postage paid to the last known address of the party responsible for such sign.
  - b. If the City is unable to deliver written notice to the responsible party, a telephone call shall be made by the City Administrator, date and time recorded, informing the owner of the premises on which the sign is located that on a set day, a fine shall commence to be assessed to the owner of the sign for each day of the violation until the sign(s) are removed.
  - c. If, within ten (10) calendar days, the responsible party fails to contact the City Administrator in writing, bring the sign into conformance with this Ordinance, or apply for a permit for the sign, the City Administrator shall have the sign removed or impounded without further notice, or shall fine the owner on a daily basis as set forth within this Ordinance.
  - d. The party responsible for the sign shall, upon conviction, be guilty of a misdemeanor and shall (a) forfeit both the sign and any permit associated with the sign; and (b) pay the fines set by the court, not to exceed the fines specified in Section 3 for each violation. Each day of the continued violation shall constitute a separate violation.
4. Any sign which in the judgment of the City Administrator has become an imminent hazard to public safety, either because of an incident of damage or because of neglect of maintenance, shall be repaired or removed by the responsible party without delay. Notice of the existence of the hazard shall specify the maximum time which may be allowed for repairs or removal in order to ensure public safety, and the notice may be served upon the responsible party by certified mail. A hazardous sign which is not repaired or removed within the time specified shall be removed by the City and the actual cost of such removal shall be charged to the responsible party for the sign. The City shall impound and dispose of hold such unmaintained or unrepaired signs in accordance with 5, below.
5. Impoundment of Signs
  - a. The City Administrator shall have the authority to remove all signs, without notice to the owners thereof, placed within any street or highway Right-of-Way, or attached to trees, telephone and utility poles, other natural features or signs otherwise prohibited or not authorized by this Ordinance, and to immediately and permanently dispose of the signs.
  - b. The owner of an impounded sign may recover the same upon payment of an impoundment fee for each sign, and all costs associated with the removal of the sign, prior to the expiration of the fourteen (14) day impoundment period; in the event the sign is not claimed and retrieved from the City's possession within fourteen (14) days, the City Administrator shall have authority

to dispose of such sign. The owner shall be responsible for all costs associated with removal and disposal of the sign.

D. Conformance to Standards Required

Signs must meet all applicable standards as set forth herein and all City codes as amended, regardless of whether a permit is required.

## Section 5. Nonconforming Signs and Relief from Requirements

### A. Nonconforming Sign

1. These regulations shall apply to all Nonconforming Signs. All Nonconforming Signs shall be brought into compliance with this Ordinance in accordance with the provisions of these regulations.
2. Signs erected on a property prior to its annexation and not in compliance with this Ordinance shall be considered Nonconforming Signs until such time as they are brought into compliance in accordance with this Ordinance.
3. All Nonconforming Signs that were erected in violation of the ordinances of the City in existence at the time the sign was permitted or should have been permitted, and which violation was or has not been cured, shall, upon written notice, be required to be brought into compliance with this Ordinance or removed within a reasonable time frame specified by the City Administrator, but not to exceed thirty (30) days from the date of notice.
4. Nonconforming Signs that do not comply with the City Building Codes shall be subject to enforcement under the Building Codes, as well as this Ordinance. Repairs or modifications required under the City Building Codes shall not entitle the owner of the Nonconforming Sign to compensation under this Ordinance.
5. All Nonconforming Signs shall be subject to the following provisions:
  - a. Whenever a land use changes, any nonconforming sign must be modified so as to be in full compliance with these sign regulations.
  - b. Any Nonconforming Sign that has been destroyed or damaged to the extent that the cost of repairing the sign is more than sixty (60) percent of the cost of erecting a new sign of the same type at the same location shall be removed or shall be brought into compliance with this Ordinance within six (6) months from receipt of an order from the City Administrator, without compensation being paid by the City to the owner.
  - c. No Nonconforming Sign shall be required to be relocated or removed unless such Nonconforming Sign is more than sixty (60) percent destroyed or damaged as provided in b above.

### B. Sign Requirements Relief Procedures

1. Petition for Waiver.  
 A Petition for a Waiver to a particular standard or requirement of this Ordinance is to determine whether such particular standard or requirement should be applied to an application or modified. A Waiver is a change to the standards, not otherwise permitted by this Ordinance.
2. Application.
  - a. A request for a Waiver to a particular standard or requirement of this Ordinance shall be submitted on a form provided by the City and accompanied by the prescribed fee set forth in the City's adopted Fee Schedule.
  - b. The petition shall state the grounds for Waiver.
  - c. The Applicant bears the burden of proof to demonstrate in the application the following:
    - i. the requirement for which the Waiver is requested imposes an undue hardship on the Applicant;
    - ii. the proposed sign shall be of a unique design or configuration;

- iii. the Waiver is needed due to a hardship caused by restricted area, shape, topography, or physical features that are unique to the property or structure on which the proposed sign would be placed, and such hardship is not self-imposed;
    - iv. the Waiver will substantially improve the convenience and welfare of the public and does not violate the intent of this Ordinance; and,
    - v. the requirement or standard will not adversely impact an adjacent property owner.
  - d. Incomplete applications shall not be accepted or considered for waivers.
  - e. An application for a Waiver shall not be accepted for a sign that is prohibited by this Ordinance.
3. Procedure.
- a. The City Administrator shall review the application and create a report for the Planning and Zoning Commission. Every application shall automatically be forwarded to the Planning and Zoning Commission for consideration as a Public Hearing Item.
  - b. The Planning and Zoning Commission may vote to recommend approval, approval with amendments and conditions, table, or deny in whole or in part the application for a Waiver for any reason.
  - c. The Planning and Zoning Commission recommendation shall be forwarded to the City Council for consideration at their next regularly scheduled meeting. The City Council may vote to approve, approve with amendments and conditions, table, or deny in whole or in part the application for a Waiver for any reason. The City Council has final authority to approve a waiver at a City Council meeting in conformance with Texas Government Code, Chapter 551, as amended.
4. Dispensation.
- The Planning and Zoning Commission may recommend, and City Council may impose, conditions upon the granting of a waiver under this Section. Such conditions must be related to the variance sought, and be generally intended to mitigate the adverse effects of the sign on neighboring tracts and the general aesthetic ambiance of the community. An Applicant's failure to comply with conditions placed on a waiver may result in the City Council voiding the waiver and authorizing all available code enforcement actions and other remedies available in equity or at law.
5. Consideration for Amortization.
- When considering the granting of a requested waiver under this Section, the City may take into consideration an Applicant's commitment to bring pre-existing nonconforming signs into compliance with this Ordinance, and the removal of any pre-existing nonconforming signs.

## Section 6. Administration and Permitting

### A. Signs Requiring a Permit

Except as provided herein, no sign shall be placed, constructed, erected, or modified on a lot either within the City limits or the City's ETJ without obtaining a sign permit prior to the construction, placement, erection, or modification of such a sign in accordance with the requirements of Section 5. Regulations.

### B. Permits and Fees

1. All signs requiring a permit shall be subject to a permit fee. The amount of the fee shall be established in the City's Fee Schedule.
2. A complete permit Application must be submitted prior to the issuance of any permit.
3. Incomplete permit Applications will not be accepted or issued a permit. Information in the Application which subsequently changes before the construction of the sign shall be updated by the Applicant and approved by staff.
4. No sign permit of any kind shall be issued for an existing or proposed sign unless such sign complies with the requirements of this Ordinance (including those protecting existing signs) in every respect and with the Common Signage Plan in effect for the property, if applicable.
5. Amortization Incentive. If an applicant voluntarily elects to bring a pre-existing nonconforming sign into compliance with this Ordinance, the City Staff may waive fees for any required sign permits related to the specific property.

### C. Work Without a Permit

A fee of two (2) times the amount of the permit fee shall be assessed for any work done without or prior to the issuance of a permit.

### D. Sign Permit

1. Within ten (10) days of receiving an Application for a sign permit or for a Common Signage Plan, the City Administrator shall review it for completeness. If the City Administrator finds that it is complete, the Application shall then be processed. If the City Administrator finds that it is incomplete, the City Administrator shall, within such ten (10) day period, send to the Applicant a notice of the specific ways in which the Application is deficient, with appropriate references to the applicable portions of the Ordinance.
2. Within thirty (30) days of the submission of a complete Application for a sign permit, the City Administrator shall either:
  - a. Issue the sign permit, if the sign(s) that is the subject of the Application conforms in every respect with the requirements of this Ordinance and of the applicable Common Signage Plan; or
  - b. Reject the sign permit if the sign(s) that is the subject of the Application fails in any way to conform to requirements of this Ordinance and the applicable Common Signage Plan. In case of a rejection, the City Administrator shall specify in the notice of rejection the portions of the Ordinance or applicable plan with which the sign(s) is inconsistent. Review comments not addressed within ninety (90) days of comments being sent shall result in the voiding of said permit.
  - c. If a permit is rejected, the Applicant may appeal the decision in writing within thirty (30) days of the rejection. Appeals must be addressed to the City Administrator and identify a request for

approval, and where applicable, an alternative form of compliance that meets the intent of this Ordinance. Such appeal shall then be placed on the next regular agenda of the Planning and Zoning Commission.

3. On any Application for approval of a Common Signage Plan, the City Administrator shall either approve the proposed plan if the sign(s) as shown on the plan and the plan itself conforms in every respect with requirements of this Ordinance, or reject the proposed plan if the sign(s) as shown on the plan or the plan itself fails in any way to conform with the requirements of the Ordinance. In case of a rejection, the City Administrator shall specify in the notice of rejection the portions of this Ordinance with which the plan is inconsistent. The City Administrator shall take action on or before the following dates as applicable:
  - a. Fourteen days after the submission of a complete Application for existing buildings; or
  - b. On the date of final action on any related Application for building permit, site plan, or development plan for signs involving new construction.
4. For signs and common sign plans located in the CG and CH-C district, the City administrator shall forward the application to the Historic Landmark Commission following determination of completeness and compliance with technical aspects of this Ordinance. The Historic Landmark Commission, within thirty (30) days, shall review and act as follows based upon the criteria for alterations and structures designated as historic landmarks or located in historic districts, along with the City of Castroville Design Guidelines, as amended.
  - a. Issue the sign permit, if the sign(s) that is the subject of the Application conforms in every respect with the requirements of this Ordinance and of the applicable Common Signage Plan; or
  - b. Reject the sign permit if the sign(s) that is the subject of the Application fails in any way to conform to requirements of this Ordinance and the applicable Common Signage Plan. In case of a rejection, the Historic Landmark Commission shall specify in the notice of rejection the portions of the Ordinances or applicable plan with which the sign(s) is inconsistent. Review comments not addressed within ninety (90) days of comments being sent shall result in the voiding of said permit.
  - c. If a permit is rejected, the Applicant may appeal the decision in writing within thirty (30) days of the rejection. Appeals must be addressed to the City Administrator and identify a request for approval, and where applicable, an alternative form of compliance that meets the intent of this Ordinance. Such appeal shall then be placed on the next regular agenda of the Planning and Zoning Commission.
5. Signs requiring a permit shall be erected, installed, or created only in accordance with a duly issued and valid sign construction permit from the City Administrator. Such permits shall be issued only in accordance with the following requirements and procedures:
  - a. Permit for New Sign or Sign Modification
 

An Application for construction, creation, or installation of a new sign or for modification of an existing sign shall be accompanied by detailed drawings to show the dimensions, design, structure, and location of each particular sign, to the extent that such details are not contained on a Common Signage Plan then in effect for the lot. One Application and permit may include multiple signs on the same lot. Changing one panel on a multi-tenant sign is not considered a modification.
  - b. Inspection



The City Administrator shall cause an inspection of the lot for which each permit for a new sign or for modification of an existing sign is issued during the sixth month period after the issuance of such permit or at such earlier date as the owner may request. If the construction is not substantially complete at the time of inspection, the permit shall lapse and become void. If the construction is complete and in full compliance with this Ordinance and with the building, sign, and electrical codes, the City Administrator shall issue a Certificate of Sign Inspection. If the construction is substantially complete but not in full compliance with this Ordinance and applicable codes, the City Administrator shall give the owner or Applicant notice of the deficiencies and allow an additional thirty (30) days from the date of inspection for the deficiencies to be corrected. If the deficiencies are not corrected by such date, the permit shall lapse and become void. Any incomplete structure shall be deemed a dilapidated sign and shall be subject to the provisions for removal under Section 4. If the construction is then complete and in compliance, the City Administrator shall issue a Certificate of Sign Inspection.

E. Permit Expiration

1. If the work authorized by a permit issued under this Ordinance has not commenced within 180 days after the date of issuance, the permit shall become null and void.
2. Any permittee holding an unexpired permit may apply in writing for an extension of the permit, if the permittee is unable to commence work. The extension period shall not exceed 180 days. The permittee shall pay a fee for the extension of the unexpired permit. No permit shall be extended more than once.

F. Sign Contractor Registration

1. A sign contractor who is registered with the City under this Section is authorized to install, construct, or maintain any sign within the City as well as contract for such service. To be registered under this Section, a sign contractor shall submit a Contractor Registration Form, along with a valid state trade license (when applicable), a valid photo identification card, and proof of general liability insurance to the City. A registration will be processed if all requirements of City Ordinances are met.
2. Sign Contractor Registration shall be subject to a permit fee. The amount of the fee shall be established in the City's Fee Schedule.
3. A registration is valid for the calendar year in which it is submitted.
4. The registration of any sign contractor may be cancelled at the discretion of the City Administrator, when such contractor repeatedly violates the requirements of this Ordinance. Conviction in court, whether appealed or not, on two (2) or more violations over a period of twelve (12) months, shall constitute evidence of repeated violation. Any registration thus cancelled shall not be renewed for such contractor, or anyone operating in collaboration with such contractor, until all such violations have been corrected. Once violations have been corrected and approval has been received by the City Administrator, the contractor's registration may be renewed upon furnishing the bond required in G below.

G. Sign Contractor Certificate of Insurance/Bond

1. No registration for the installation, placement, and/or maintenance of signs shall be issued to any person nor shall any person install, place, or maintain any sign until such person has provided proof of general liability insurance in the amount of \$100,000 to the City Administrator or filed with the City a surety bond in the sum of \$5,000. Such bond shall be approved by the City Administrator and shall be conditioned for the installation and/or construction of signs in accordance with the Ordinances of the City and the laws of the State. Said bond shall provide for the indemnification of the City for any and all damages or liability which may accrue against it by reason of faulty

installation, construction, demolition, repair, removal, defects in, or collapse of any sign for a period of one (1) year after construction or for such a period of time that said sign is maintained or serviced under the direction of the maker of such bond, whichever is longer. Such bond shall further provide for the indemnification of any person who shall, while upon public property or in any public place, incur damage for which the principal name in the bond is legally liable.

2. When any sign contractor's license has been cancelled as provided in F.4. above, such license shall not be renewed until the contractor furnishes an additional bond in the amount of \$5,000 guaranteeing compliance with the provisions of this Ordinance. Said bond will be in place for a period of two (2) years following the renewal of the license and shall be provided on a form approved by the City Attorney.

## Section 7. General Regulations

### A. Conformance to Standards Required

Signs must meet all applicable standards as set forth herein and all City codes as amended, regardless of whether a permit is required.

### B. Location

No signs shall be allowed in the public Right-of-Way except for those specifically licensed or permitted by the City, State or a political subdivision of the State exercising jurisdiction where the sign is located.

### C. Construction

All signs shall be designed, constructed, and maintained in accordance with the following standards:

1. All signs shall comply with applicable provisions of the adopted versions of the City Building Codes, the National Electrical Code, and Section 4 of the Uniform Sign Code at all times.
2. Except for Temporary Signs Submit to Permits, and Window Signs conforming in all respects with the requirements of this Ordinance, all signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame, or structure.

### D. Maintenance

All signs shall be maintained in good structural condition, in compliance with all building and electrical codes, and in conformance with this Ordinance, at all times.

### E. Obstruction of View

1. No sign may be erected, constructed, maintained or allowed to remain that constitutes an obstruction to or which interferes with a clear line of sight of approaching motor vehicles.
2. No sign may be erected, constructed, maintained or allowed to remain that constitutes an obstruction to the view of pedestrians upon or entering a public or private street.

### F. Illumination

Illuminated signs are subject to the following requirements.

1. Signs that are illuminated at night may not exceed a maximum luminance level of seven hundred fifty (750) NITS, regardless of the method of illumination.
2. Any externally illuminated sign shall be shielded so as not to cast direct light or glare onto any residential district and as not to create a safety hazard, including distraction of vehicle operators or pedestrians in the public Right-of-Way.
3. All illuminated signs must comply with the maximum luminance level of seven hundred fifty (750) NITS at least one-half hour before Apparent Sunset, as determined by the National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce, for the specific geographic location and date. All illuminated signs must comply with this maximum luminance level throughout the night, if the sign is energized, until Apparent Sunrise, as determined by the NOAA, at which time the sign may resume luminance levels appropriate for daylight conditions, when required or appropriate.
4. A sign that is designed to emit a luminance level exceeding seven hundred fifty (750) NITS must have an automatic dimmer control that produces a distinct illumination change from a higher to a lower level for the time period between dusk and dawn.

# Section 8. Dimensional Calculations

## A. Sign Area

Sign area shall be calculated in square feet, and by means of the smallest square, circle, rectangle, or combination thereof that will encompass the sign face.

Figure 1. Sign Area Calculation



## B. Calculation of Area of Multifaceted Signs

The sign area for a sign with more than one face shall be calculated by adding together the area of all sign faces visible from any one point. When two identical sign faces are placed back-to-back, so that both faces cannot be viewed from any point at the same time, and when such sign faces are part of the same sign structure and are not more than forty-two (42) inches apart (such as a "V" configuration), the sign area shall be calculated by the measurement of one of the faces.

## C. Sign Height

Sign height shall be measured in linear feet. The overall height of a Freestanding Sign or other sign structure is measured from the lowest grade level within ten (10) feet of the base of the sign to the highest point of the Freestanding Sign or other sign structure.

Figure 2. Sign Height



D. Sign Width

Sign width shall be measured in linear feet from the farthest outermost point on each side of a sign.

E. Setbacks

Setbacks shall be measured in linear feet from property lines.

F. Spacing

A minimum distance of fifty (50) feet must be maintained between all Freestanding Signs. The spacing requirement applies to all signs on a single lot and the distance to the nearest sign on an adjacent lot.

## Section 9. Prohibited Signs

All signs not expressly permitted under this Ordinance or exempt from regulation hereunder in accordance with this Ordinance are prohibited in the City or its extraterritorial jurisdiction. Such signs include, but are not limited to:

- A. Beacons or Laser Lights;
- B. Obscene signs;
- C. Inflatable signs and tethered balloons;
- D. Moving signs;
- E. Off-premise signs (except City-owned directional signs);
- F. Snipe signs;
- G. Graffiti;
- H. Animated signs;
- I. Portable signs;
- J. LED, string or similar lighting outlining windows, doors, or other similar building features;
- K. Signs in the Right-of-Way, other than those installed by the City, State, or Federal government;
- L. Human or hand-held signs, provided:
  - 1. Such signs shall be located on private property;
  - 2. Such signs shall not be located within a distance of three hundred (300) feet from an intersection of two (2) public streets or thoroughfares for the purpose of traffic and pedestrian safety;
  - 3. Such signs to not constitute another type of prohibited sign;
  - 4. Such signs do not exceed six (6) square feet;
  - 5. Such signs are not placed or propped on the ground or against any structure or the sign with be considered prohibited; and
  - 6. Such signs shall only be displayed between the hours of 7:00 a.m. and 8:00 p.m.
- M. Signs that imitate or resemble official traffic lights, signs, or signals, or signs that interfere with the effectiveness of any official traffic light, sign, or signal;
- N. Signs on motor vehicles that are inoperable, do not display a current vehicle registration sticker or license plate, are not principally used as a mode of transportation for business purposes, or are conspicuously parked or located on a lot for more than twenty-four (24) hours ; or
- O. Signs attached, placed, or otherwise supported on or by utility poles and similar infrastructure elements, trees, rocks, or other naturally-occurring landscaping features.
- P. Signs with visible or exposed neon, fluorescent, or LED lighting.
- Q. Feather Signs

## Section 10. Changeable Electronic Variable Message Sign

- A. Changeable Electronic Variable Message Signs shall only be permitted by right in nonresidential zoning districts with the exception of institutional uses such as religious assemblies, educational facilities, government administration and civic buildings, and public parks that may be permitted in additional zoning districts provided that all standards below are met.
- B. Changeable Electronic Variable Message Signs must meet all of the following requirements:
  1. Placement and Location
    - a. Changeable Electronic Variable Message Signs are permitted only in the CF, CH-W, CH-E, and IL Zoning Districts and in the ETJ.
    - b. No more than one Changeable Electronic Variable Message Sign shall be allowed per lot.
    - c. Changeable Electronic Variable Message Signs shall be designed only as a part of Monument Signs.
    - d. No Changeable Electronic Variable Message Sign shall be installed within four hundred (400) feet of any property zoned for residential use if the sign is visible, in whole or in part, from such property.
  2. Display and Illumination

Changeable Electronic Variable Message Signs must meet the following criteria:

    - a. Maximum of 12 square feet;
    - b. Constructed such that the sign does not face, shine, or reflect light in any manner or angle into a property with any residential zoning designation or use;
    - c. Maximum daytime NITs of 5,000; maximum nighttime NITs of 500;
    - d. Provide a minimum display time for each static image of at least six (6) seconds
    - e. No display of a solid white background;
    - f. A static display with no animation, virtual movement, flashing or multimedia/video;
    - g. No special effect transitions between each static display; and
- C. Under no circumstance may an off-premise sign be converted to a Changeable Electronic Variable Message Sign.
- D. The above notwithstanding, a Changeable Electronic Variable Message Sign shall not exceed seventy-five (75) percent of the total sign area for any Monument Sign.







# Section 11.       Types of Signs

## A.   Signs Permitted by Zoning District

Figure 3. Signs Permitted by Zoning District identifies zoning districts within the City limits where each sign type is permitted.

1.   Permitted (●) indicates that the sign type is permitted by right in the zoning district. If a cell is blank, this indicates the sign type is not permitted in the zoning district.
2.   To preserve the character of residential zoning districts, commercial signs are not permitted in RA District through MH District.
  - a.   Signs may be allowed in residential zoning districts for institutional uses such as religious assemblies, educational facilities, government administration and civic buildings, public parks. Subdivision Identification Signs may be allowed in residential zoning districts.
  - b.   The sign standards for these uses shall be based on Neighborhood Business (CF) District standards applicable to the respective sign type.

Figure 3. Signs Permitted by Zoning District

	RA	RC	HE	MH	CF	CG	CH-W	CH-C	CH-E	IL	ETJ
Pole and Pylon Sign							•	•	•	•	•
Monument Sign*	•	•	•	•	•	•	•	•	•	•	•
Wall Sign					•	•	•	•	•	•	•
Projecting Sign					•	•	•	•	•	•	•
Hanging Sign							•	•	•		•
Marquee Sign							•	•	•		•
Awning Sign					•	•	•	•	•	•	•
Canopy Sign					•	•	•	•	•	•	•
Window Sign					•	•	•	•	•	•	•
Sidewalk Sign							•	•	•		•
Temporary Signs	•	•	•	•	•	•	•	•	•	•	•

\*Monument Signs shall be permitted within residential zoning districts (RA, RC, HE, MH) only for the purpose of identifying a platted residential subdivision or for civic and institutional uses, including but not limited to religious assemblies, educational facilities, government administration buildings, and public parks. Monument Signs shall not be permitted for individual dwelling units, individual residential lots, or for any commercial use located within a residential zoning district.



## A. Pole and Pylon Sign

### 1. Description

A Pole and Pylon Sign, single-tenant or multi-tenant, is a sign supported by a single or multiple poles. Sign supports may include an exposed pole or concealed support.

### 2. Special Standards

- a. For requirements regarding Multi-Tenant Pole and Pylon Signs, refer to Section 13 Common Signage Plan.
- b. Changeable Copy Signs are permitted. Changeable Electronic Variable Message Signs are not permitted.

	Single	Multi
<b>Area Max (sq ft)</b>		
CG, CH-C (Standard)	32	32
CH-E, CH-W	64	64
CH-E, CH-C or CH-W when located on land of two (2) acres or more and frontage of two hundred (200) feet or more on each of two (2) or more streets	-	150
CH-W, CH-C or CH-E when located on property immediately adjacent to Highway 90 or FM 471	-	170
ETJ, CF, IL	64	64
<b>Height Max (ft)</b>		
CH-C, CH-W, CF	20	20
CH-E, IL, ETJ	25	25
Within 400' of RA, RC or MH, no taller than the primary structure, not to exceed the stated heights above, whichever is less.		
<b>Width Max (ft)</b>		
	N/A	N/A
<b>Number of Signs</b>		
Signs per lot per street frontage, max	1	1
<b>Setbacks and Spacing</b>		
Interior property lines, min. (ft)	10	10
<b>Illumination</b>		
Internal Only		
<b>Vertical Clearance from Grade</b>		
Min. (ft)	10	10
<b>Changeable Electronic Variable Message Signs</b>		
Not Allowed		



## B. Monument Sign

### 1. Description

A Monument Sign is a Freestanding Sign attached to a pedestal or perimeter wall.

### 2. Special Standards

- a. Changeable Electronic Variable Message Signs may not exceed seventy-five (75) percent of the total sign area;
- b. Sign area does not include the base or pedestal, or address block. See **Figure 63. Sign Area Calculation**;
- c. Monument Signs in the RA or RC Zoning District must be located within the platted boundaries of a subdivision and must be located on property owned by the Homeowners' or Property Owners' Association.

- d. Changeable Copy Signs are permitted in accordance with Section 10.

- e. For requirements regarding Multi-Tenant Monument Signs, refer to Section 13 Common Signage Plan.

	Single	Multi
<b>Area Max (sq ft)</b>		
CG, CF	12	16
CH-C	16	48
CH-E, CH-W, CF	32	80
ETJ, IL	64	80
<b>Height Max (ft)</b>		
	8	8
<b>Width Max (ft)</b>		
	15	25
<b>Number of Signs</b>		
Signs per lot per street frontage, max	1	1
<b>Setbacks and Spacing</b>		
Interior property lines, min. (ft)	10	10
<b>Illumination</b>		
Internal or External		
<b>Vertical Clearance from Grade</b>		
	N/A	N/A
<b>Changeable Electronic Variable Message Signs</b>		
See <b>4.02.06.</b>		



C. Wall Sign

1. Description

A Wall Sign is a sign that is attached flat to or mounted away from, but parallel to, any exterior wall of a structure.

2. Special Standards

- a. Maximum distance between the wall and sign is eighteen (18) inches.
- b. Exposed raceways must be as narrow as possible. Wireways are preferred.
- c. Wall signs are only allowed on the first floor of a building.
- d. Multiple Wall Signs are permitted however, the total area must not exceed twenty-five (25) percent of the total façade/wall area of the building.
- e. Changeable Copy Signs are permitted.

Total Wall Area Max (%)	
	25
Height Max	
Not to exceed height of building	
Width Max (%)	
Individual tenant space	75
Number of Signs	
None	
Setbacks and Spacing	
Spacing, min. (ft)	10
Illumination	
Internal only	
Vertical Clearance from Grade	
	N/A
Changeable Electronic Variable Message Signs	
Not allowed	



D. Projecting Sign

1. Description

A Projecting Sign is a two-sided sign that projects outward from the exterior wall of a structure into the pedestrian realm.

2. Specific Standards

- a. Projecting Signs shall not project more than two-thirds of the width of the abutting sidewalk. Projecting Signs shall not project over a street or vehicular driveway.
- b. If a Wall Sign is already permitted for the building, then the Projecting Sign shall not exceed twenty-five (25) percent of the maximum allowable sign area for the building.
- c. Changeable Copy Signs are permitted.

Area Max (sq ft)	
Total sign area	24
Height Max	
Not to exceed height of building	
Width Max (ft)	
	3
Number of Signs	
Signs per building face, max	1
Illumination	
Internal only	
Vertical Clearance from Grade	
Min. (ft)	8
Changeable Electronic Variable Message Signs	
Not allowed	





E. Hanging Sign

1. Description

A Hanging Sign is a two-sided sign that hangs down from an awning or similar structure extending outward from the exterior wall of a structure into the pedestrian realm.

2. Specific Standards

- a. Hanging Signs must be placed at least one (1) foot from the edge of the awning or cover.

Area Max (sq ft)	
Total sign area	6
Number of Signs	
Signs per building face, max	1
Illumination	
None	
Vertical Clearance from Grade	
Min. (ft)	8
Changeable Electronic Variable Message Signs	
Not allowed	



F. Marquee Sign

1. Description

A Marquee Sign is a sign attached to the top or the face of a permanent roof-like structure constructed over a ground-floor main entrance.

2. Special Standards

- a. Changeable Copy Signs are permitted.
- b. Marquee Signs may only be permitted for movie or performance theatres.

Total Wall Area Max (%)	
	50
Height Max (ft)	
Exceed height of building	10
Width Max (%)	
Individual tenant space	75
Number of Signs	
Max, per building	1
Setbacks and Spacing	
Setbacks	N/A
Illumination	
Internal or External	
Vertical Clearance from Grade	
Min. (ft)	10
Changeable Electronic Variable Message Signs	
See 4.02.06.	





G. Awning Sign

1. Description

An Awning Sign is a sign printed on any of the surfaces of an awning, and which may include an under-awning sign attached to and mounted under the awning.

2. Special Standards

- a. Awning Signs are only permitted on the first floor of a building
- b. If Wall Signs are present on the same building face, awning copy counts towards the total allowable sign area.
- c. Lettering and logos may be located on both the valance and canopy of an awning.

Total Window Area Max (%)	
	50
Height Max	
Not to exceed height of building	
Width of Awning Sign Copy	
Max (%)	75
Number of Signs	
Awning signs per building face, max	N/A
Setbacks and Spacing	
Setbacks	N/A
Illumination	
None	
Vertical Clearance from Grade	
Min. (ft)	10
Changeable Electronic Variable Message Signs	
Not allowed	



H. Canopy Sign

1. Description

A Canopy Sign is a sign attached above, below, or to the face of a canopy, and which may include an under-canopy sign attached to and mounted under the canopy. A Canopy includes a canopy located to shelter fuel pumps.

2. Special Standards

- a. Canopies may be installed on building facades and shall count toward the maximum allowable Wall Sign area.
- b. Canopies shall comply with all applicable ordinances, including building codes.

Total Wall Area Max (%)	
	25
Height Max (ft)	
	2
Width of Canopy Max (%)	
	60
Number of Signs per Building Face	
Max	1
Setbacks and Spacing	
Spacing, min. (ft)	10
Illumination	
Internal or external	
Vertical Clearance from Grade	
Min. (ft)	10
Changeable Electronic Variable Message Signs	
Not allowed	



I. Window Sign

1. Description

A Window Sign is generally affixed to a window for the purpose of being viewed from the exterior of a building.

2. Special Standards

- a. Window Signs may only be permitted on the first floor of building.
- b. Displays located in a window such as mannequins are not considered window signs.

Total Window Area Max (%)	
	40
Height Max (ft)	
	N/A
Width Max (ft)	
	N/A
Number of Signs	
Signs per building face, max	N/A
Setbacks and Spacing	
Setback	N/A
Illumination	
None	
Vertical Clearance from Grade	
Min. (ft)	N/A
Changeable Electronic Variable Message Signs	
Not allowed	



J. Sidewalk Sign

1. Description

A Sidewalk Sign is generally temporary in nature and intended to be viewed from the pedestrian realm.

2. Special Standards

- a. Sidewalk Signs must be placed directly in front of the premises that owns and is placing the sign within ten (10) feet of the building entry.
- b. Sidewalk Signs must be removed when the business is closed.
- c. Sidewalk Signs must allow for a minimum of four feet of clearance as per ADA standards.
- d. Prior to issuance of a Sidewalk Sign permit, Applicants must submit an executed indemnification form to the City.
- e. Changeable Copy Signs are permitted.

Area Max (sq ft)	
	8
Height Max (ft)	
	4
Width Max (ft)	
	N/A
Number of Signs	
Signs per business, max	1
Setbacks and Spacing	
Setback	N/A
Illumination	
None	
Vertical Clearance from Grade	
	N/A
Changeable Electronic Variable Message Signs	
Not allowed	





# K. Drive-Thru or Drive-In Sign

## 1. Description

A sign erected in conjunction with a use that incorporates a drive-thru or drive-in, placed adjacent to a drive-thru lane or drive-in parking space to be read by patrons in a vehicle.

## 2. Special Standards

- a. A drive-thru or drive-in sign shall only be allowed on property zoned to allow a drive-thru or drive-in use by right or by specific use permit. A sign permit for such sign shall not be issued until a specific use permit, if required, is issued.
- b. A drive-thru or drive-in sign can be a Changeable Electronic Variable Message Sign (CEVMS) and is exempt from Section 10.
- c. A drive-thru sign shall be supported from the grade to the bottom of the sign having or appearing to have a solid base. The design, materials, and finish of the sign shall match those of the building(s) on the same lot.
- d. A drive-in sign shall be supported from the grade to the bottom of the sign having or appearing to have a solid base. If the drive-in stalls are covered by a canopy, the drive-in sign may be attached directly to the canopy support columns. The design, materials, and finish of the drive-in sign shall match of those of the building(s) on the same lot.
- e. A drive-thru or drive-in sign that engages a speaker or other form of audible communication between the vehicle and store shall conform to all noise and nuisance regulations of the City of Castroville.

Area Max (sq ft)	
Drive-thru (per sign face)	60
Drive-In (per sign face)	9
Height Max (ft)	
	6
Width Max (ft)	
	N/A
Number of Signs	
Signs per drive-thru lane, max	1
Signs per drive-in ordering station, max (2-sided allowed)	1
Setbacks and Spacing	
Setback	N/A
Illumination	
Internal or External	
Vertical Clearance from Grade	
	N/A
Changeable Electronic Variable Message Sign (CEVMS)	
Allowed	

## L. Flags

### 1. Governmental Flag

#### a. General Requirements

Governmental flags are permitted in all zoning districts provided that they meet the following requirements: United States flags shall be flown in accordance with the protocol established by the Congress of the United States for the Stars and Stripes, Title 4, Chapter 1 – The Flag. When a flagpole is located on the top of a roof, the placement and attachment of the pole shall meet the building code for live and dead loading. The height is measured from the base of the pole to the top.

#### b. Height

- i. In the CH District, the height of flagpoles shall not exceed thirty (30) feet.
- ii. In the CG District, the height of flagpoles shall not exceed thirty-eight (38) feet.
- iii. In all other Districts and ETJ, the height of flagpoles shall not exceed thirty (30) feet. The maximum height of flagpoles may be increased to fifty (50) feet for properties with frontage on Highway 90 east of FM 471 South.

### 2. Commercial Flag

#### a. General Requirements

Commercial flags are permitted in all zoning districts in which Pole & Pylon Signs are allowed. Up to three (3) flags are allowed per lot. The area of any/all flags shall be counted toward the total square footage of a Pole & Pylon Sign.

#### b. Height

- i. The height of flagpoles for Commercial Flags shall not exceed thirty (30) feet.
- ii. The maximum height of flagpoles may be increased to fifty (50) feet for properties with frontage on Highway 90 east of FM 471 South.

M. Temporary Signs Submit to Permit

1. Temporary Signs, including banners, on private property shall be allowed only upon the issuance of a Temporary Signs permit unless otherwise noted in this Ordinance, shall not be a prohibited sign, and shall be subject to the following requirements:
  - a. Term
 

A Temporary Sign permit shall allow the use of a single Temporary Sign for a specified 30-day period.
  - b. Number
 

Only one Temporary Sign permit shall be issued on a lot during any consecutive four (4) month period.
  - c. Exemptions
 

A Temporary sign is allowed for an additional 30-day period from the time a Certificate of Occupancy is issued without obtaining a Temporary Sign Permit.
2. Signs for Properties in a State of Functioning as a Model Home
 

Temporary Signs not exceeding thirty-two (32) square feet in area and eight feet in height may be erected on a lot containing a home during the time period the home is being used as a model for the construction of new residential homes, and is not subject to the term limit above.
3. Size
 

A Temporary Sign shall not exceed thirty-two (32) square feet in area in CF, CG, CH-W, CH-C, CH-E, or IL zoning districts, or the ETJ. Temporary Signs shall not exceed six (6) square feet in area in all other zoning districts.

## Section 12. Exempt Signs

The following signs, if located on private real property with the consent of the property owner (unless otherwise stated) and consistent with any regulatory conditions listed, are exempt from permit under this Ordinance:

### 1. Public Signs

Any public notice, warning or traffic control device required by federal, state or local law, regulation, or ordinance, including those on public property;

### 2. Signs on Properties in a State of Being for Sale or Lease

Up to two (2) temporary signs not exceeding six square feet in area and three feet in height when posted in residential zoning districts, or temporary signs not exceeding 64 square feet in area and 12 feet in height when posted in other zoning districts, when posted during time periods when the property on which the signs are located is for sale or lease, and such signs do not remain more than seven (7) days after the property is sold or leased;

### 3. Signs on Properties in a State of Construction

Up to two (2) temporary signs placed on construction sites not exceeding 64 square feet in area after approval of a site plan, and which do not remain erected for more than seven (7) days after the completion of the construction project;

### 4. Works of Art

Works of art that do not include a commercial message, including painted or applied wall accents and decorations;

### 5. Holiday Lights

Holiday lights and decorations with no commercial message;

### 6. Incidental Signs

A sign that is normally incidental to the allowed use on the property such as, but not limited to, directional signs, entrance, exit, or overhead clearance; Such signs shall be limited to five (5) square feet each, and a maximum height of thirty (30) inches. Any commercial message contained within said signs shall be limited to two (2) square feet.

### 7. Residential Signs

Up to two (2) temporary signs not exceeding six (6) square feet in area and four (4) feet in height on residential properties with a valid Certificate of Occupancy;

### 8. Political Signs

a. Texas state law provides certain restrictions on political signage at polling places as well as on private real property. The City hereby incorporates applicable provisions of such state law into this Sign Ordinance. Section 216.903 of the Texas Local Government Code, as amended, authorizes, among others, the placement of signs that contain primarily a political message on private real property with the consent of the property owner; subject to the following:

- i. shall not have an area greater than thirty-six square feet (36 sq. ft.);
- ii. shall not be more than eight feet (8') in height;



- iii. shall not be illuminated; or,
  - iv. shall not have any moving elements.
- b. Signs are not permitted on City property or within any right-of-way, except as required by Code Sections 61.003 or 85.036 of the Texas Election Code, both as amended;
- c. Signs shall be removed within ten (10) days after the election day;
- d. The City recognizes that on occasion, City buildings may be utilized as polling places. Sections 61.003 and 85.036 of the Texas Election Code, both as amended, authorize, among others, the City to enact reasonable regulations concerning the time, place, and manner of electioneering, which includes the posting, use or distribution of political signs on election days and during the early voting period.
  - i. No political signs at polling places shall:
    - (a) be located, affixed, or placed on any utility pole or structure, light structure, traffic signal, or sign pole;
    - (b) be located in or on any public right-of-way;
    - (c) be placed in a location so as to impede pedestrian or vehicular access; or,
    - (d) otherwise create a traffic or safety hazard.
  - ii. A political sign at a polling place shall not exceed four feet (4') in height or have a total sign area in excess of six square feet (6 sq. ft.), and shall not be illuminated or have any moving elements.
  - iii. Sign shall be allowed to be placed any time during the first day of early voting or election day, whichever is applicable. The sign may remain during the entire period of early voting. Should the polling location also be the site of the election day voting, the sign may remain on the site between the dates of early voting and election day voting.
  - iv. Sign shall be removed within twenty-four (24) hours of the closing of the early voting or election day polling location as provided above.

## Section 13. Common Signage Plan

- A. A Common Signage Plan applies to two different development scenarios:
  1. Multi-Tenant Center or One Lot with Multiple Buildings (optional); and
  2. Multiple Adjacent Lots (required).
- B. Multi-Tenant Center or One Lot with Multiple Buildings
  1. For the purposes of this section, “multiple buildings on one lot” does not include accessory buildings.
  2. Common Signage Plan shall contain the following information:
    - a. An accurate plot plan of the lot(s) at a minimum 1”=20’ scale, or as approved by the City;
    - b. The location of buildings, parking lots, driveways, landscaped areas on such lot, and any other information as required by the City;
    - c. Calculation of the maximum total sign area, the maximum area for individual signs, the maximum height of signs and the maximum number of Freestanding Signs allowed on the lot under this Ordinance;
    - d. An accurate indication on the plan of the proposed location of each present and future sign of any type, regardless of whether a permit is required; and
    - e. An accurate depiction of the sign structure and materials, specifying standards for consistency among all signs on the lot(s) affected by the plan with regard to color scheme, lettering or graphic style, lighting, location of each sign on the buildings, materials, and sign proportions.
  3. No more than one (1) Freestanding Sign shall be allowed for each street on which the lot has frontage.
    - a. These signs must provide for shared or common usage of such signs.
    - b. Lots having more than three hundred (300) feet of street frontage on a single street may have one (1) Freestanding Sign per two hundred (200) feet of frontage beyond three hundred (300) feet.
  4. If the signage in the plan meets all requirements listed above, then a twenty (20) percent increase in the maximum sign area shall be allowed for each sign, excluding Freestanding Signs.
- C. Multiple Adjacent Lots
  1. Common Signage Plans are encouraged but not required for adjacent lots.
  2. In addition to the requirements for a Common Signage Plan, the Applicant must also submit the following information intended to ensure consistency among signs:
    - a. Color scheme
    - b. Lettering or graphic style
    - c. Lighting

- d. Location of each sign on the building
- e. Material
- f. Sign proportions

D. Existing Signs Not Conforming to Common Signage Plan

- 1. If any new or amended Common Signage Plan is filed for a property on which existing signs are located, it shall include a schedule for bringing all signs into compliance with this Ordinance within three (3) years from the date of approval of the plan or amended plan.
- 2. Common Signage Plan may contain such other restrictions as the owners of the lots may reasonably determine.

E. Consent

The Common Signage Plan shall be established by all owners or their authorized agents in such form as the City Administrator may require.

F. Procedures

A Common Signage Plan shall be included in any development plan, site plan, planned unit development plan, or other official plan required by the City for the proposed development and shall be processed simultaneously.

1. Amendment

A Common Signage Plan may be amended by filing a new Common Signage Plan that conforms with all requirements of this Ordinance.

2. Binding Effect

After approval of a Common Signage Plan, no sign shall be erected, placed, painted, or maintained, except in compliance with such plan, and such plan may be enforced in the same way as any provision of the Ordinance. In case of any conflict between the provisions of such a plan and any other requirement of this Ordinance, this Ordinance shall control.

# Section 14. Definitions

## A. Usage and Interpretation Rules

For the purpose of this Ordinance certain terms or words herein shall be interpreted or defined as follows:

- Words used in the present tense include the future tense;
- The singular includes the plural;
- The word "person" includes a corporation as well as an individual;
- The term "shall" is always mandatory; and
- The term "may" is discretionary.

## B. Words and Terms not Expressly Defined

Words and terms not expressly defined herein are to be construed according to the normally accepted meaning of such words or terms or, where no definition appears, then according to their customary usage in the practice of municipal planning and engineering, as determined by the City Administrator.

### 1. Applicant

The person or entity responsible for the submission of an Application. The Applicant must be the actual owner of the property for which an Application is submitted, or shall be a duly authorized representative of the property owner.

### 2. Application

The package of materials, including but not limited to an Application Form, completed checklist, tax certificate, special drawings or studies, and other informational materials, that is required by the City to initiate City review and approval of a project.

### 3. Application Form

The written form (as provided by and as may be amended by the City Administrator) that is filled out and executed by the Applicant and submitted to the City along with other required materials as a part of an Application.

### 4. Approval

Approval constitutes a determination by the official, board, commission or City Council responsible for such determination that the Application is in compliance with the minimum provisions of this Ordinance. Such approval does not constitute approval of the engineering or surveying contained in the plans, as the design engineer or surveyor that sealed the plans is responsible for the adequacy of such plans.

### 5. Awning

A roof-like shelter of canvas or other material extending from a building’s façade.

### 6. Beacon

Any light with one or more beams directed into the atmosphere or directed at one or more points not on the same zone lot as the light source; also, any light with one or more beams that rotate or move.

### 7. Building

Any structure built for support, shelter or enclosure of persons, animals, personal property, records or other movable property and when separated in a manner sufficient to prevent fire, each portion of such building shall be deemed a separate building.

**8. Building Permit**

A permit issued by the City before a building or structure is started, improved, enlarged or altered as proof that such action is in compliance with the City code.

**9. Building Setback Line**

The line within a property defining the minimum horizontal distance between a building or other structure and the adjacent street Right-of-Way/property line.

**10. Certificate of Occupancy**

An official certificate issued by the City through the enforcement official that indicates conformance with the City's rules and regulations and which authorizes legal use of the premises.

**11. City**

The City of Castroville, Texas, together with all its governing and operating bodies.

**12. City Administrator**

The officially appointed and authorized City Administrator of the City of Castroville, Texas, or the City Administrator's duly authorized representative or designee.

**13. City Attorney**

The person(s) so designated by the City Council to provide oversight for and have legal responsibility for the City. This term shall also include any designee of the City Attorney.

**14. City Council**

The duly elected governing body of the City of Castroville, Texas.

**15. City Secretary**

The person(s) so designated by the City Administrator to provide clerical and official services for the City Council. This term shall also include any designee of the City Secretary.

**16. Commercial Message**

Any sign wording, logo, or other representation that, directly or indirectly, names, advertises, or calls attention to a business, product, service, or other commercial activity.

**17. Comprehensive Plan**

The plan, including all revisions and addenda thereto, adopted by the City Council as the official policy regarding the guidance and coordination of the development of land in the City.

**18. Decision-Maker**

The City official or group, such as the City Administrator, City Council, Historic Landmark Commission or Planning and Zoning Commission, responsible for deciding action on an Application authorized by this Ordinance.

**19. Design Guidelines**

Guidelines of appropriateness or compatibility of building design within a community or historic district. Often in the form of a handbook, design guidelines contain drawings accompanying "do's and don't's" for the property owner. The Historic Landmark Commission has authority to administer design guidelines.

**20. Design Review**

Refers to the decision making process conducted by the Historic Landmark Commission or an appointed historic preservation officer that is guided by established terms.

**21. Easement**

Authorization by a property owner for another to use any designated part of the owner's property for a specified purpose or use and evidenced by an instrument or plat filed with the County Clerk. Among other things, easements may be used to install and maintain utility lines, drainage ditches or channels, or for other City or public services. Established for public purposes on private property upon which the City shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths that in any way endanger or interfere with the construction, maintenance, or efficiency of City systems. The City shall at all times have the right of ingress and egress to and from and upon the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective systems without the necessity at any time or procuring the permission of anyone.

**22. Façade or Front Façade**

A façade directly visible from any public street or main circulation drive and the façade used as the primary entrance to the building.

**23. Fee Schedule**

A listing of fees for various City Applications, which is prepared by the City Administrator and approved by City Council and may be amended periodically. The Fee Schedule is approved separately from this Ordinance.

**24. Flag**

Any fabric, banner, or bunting containing distinctive colors, patterns, or symbols, used as a symbol of a government, political subdivision, or other entity.

**25. Flag, Commercial**

A flag adopted by a business, institution or other organization and containing a commercial message.

**26. Flag, Decorative**

A flag other than national, state, municipal or other governmental flags, other than such flags located on property zoned RA District or RC District.

**27. Flag, Governmental**

A flag of the United States, the state, the city, foreign nations having diplomatic relations with the United States, and any other flag adopted or sanctioned by an elected legislative body of competent jurisdiction.

**28. Frontage**

All the property abutting on one (1) side of the street, or between two (2) intersecting streets, measured along the street line.

**29. Graffiti**

Pictures, words, slogans, images, or other artwork painted, drawn, scratched, or applied in any manner to exterior walls, fences, structures, vehicles, stone, statues, buildings, or other items in public view. Graffiti includes the illegal or unauthorized defacing of a building, wall, or other edifice or object by painting, or otherwise, marking it with words, pictures, symbols, advertising, logos, relations with a group, indecent/vulgar images, or offensive language.

**30. Historic Landmark Commission**

The advisory body appointed by the City Council to review matters related to the City's historic resources.

**31. Homeowners' or Property Owners' Association**

A formal nonprofit organization operating under recorded land agreements through which:

- Each lot or property owner in a specific area is automatically a member; and
- Each lot or property interest is automatically subject to a charge for a proportionate share of the expense for the organization's activities, such as the maintenance of common property; and

- The charge if unpaid, becomes a lien against the nonpaying member's property.

**32. Lot**

Land occupied or to be occupied by a building and its Accessory Structures, together with such open spaces as are required under this Ordinance, and having its principal frontage upon a street or officially approved place.

**33. Lot Frontage**

The horizontal distance between the side lot lines measured at the point where the side lot lines intersect the street right-of-way. All sides of a lot that abuts a street shall be considered frontage.

**34. Lot Lines**

The lines bounding a lot as defined herein.

**35. Lot of Record**

A lot that is part of a subdivision, a map of which has been recorded in the office of the County Clerk.

**36. Manual on Uniform Traffic Control Devices**

The Manual on Uniform Traffic Control Devices, or MUTCD defines the standards used by road managers nationwide to install and maintain traffic control devices on all public streets, highways, bikeways, and private roads open to public traffic. The MUTCD is published by the Federal Highway Administration (FHWA) under 23 Code of Federal Regulations (CFR), Part 655, Subpart F.

**37. Marquee**

A shelter projecting from and supported by the exterior wall of a building constructed of rigid materials on a supporting framework. A marquee is distinguished from a canopy in that a marquee is cantilevered, whereas a canopy is supported by posts or other devices beyond the building wall.

**38. Multitenant Center**

A commercial, office or industrial development where there are located several separate business activities having appurtenant shared facilities, such as driveways, parking and pedestrian walkways, and that is designed to provide a single area in which the public can obtain varied products and services. Distinguishing characteristics of a multitenant center may, but need not, include common ownership of the real property upon which the development is located, common wall construction, and multiple occupant use of a single structure.

**39. Nit**

A nit shall mean a measure of luminance with 1 nit equal to 1 candela per square meter (1cd/m<sup>2</sup>). An ordinary wax candle generates approximately one candela of luminance.

**40. Owner**

The individual, corporation, partnership, or other legal entity in whom is vested the ownership, dominion, or title of property and who is responsible for payment of ad valorem taxes on that property; including a Lessor or Lessee if responsible for payment of ad valorem taxes.

**41. Person**

Person means an individual, firm, association, organization, partnership, trust, foundation, company, or corporation.

**42. Planning and Zoning Commission**

The Planning and Zoning Commission of the City.

**43. Responsible Party**

Any entity (person, firm, organization) whose product, service, activity or enterprise is announced or advertised by a sign, or whose message is carried by the sign, or is the owner of the land upon which the sign is located.

**44. Right-of-Way**

A parcel of land occupied or intended to be occupied by a street or alley. A Right-of-Way may be used for other facilities and utilities, such as sidewalks, railroad crossings, electrical communication, oil or gas, water or sanitary or storm sewer facilities, or for any other use. The use of Right-of-Way shall also include parkways and medians outside of pavement.

**45. Setback**

The minimum amount of space required between a lot line and a building line.

**46. Setback Line**

A line within a lot, parallel to and measured from a corresponding lot line, establishing the minimum required yard and governing the placement of structures and uses on the lot.

**47. Sign**

Any device, singular and collectively, whose essential purpose is to convey message by means of an outdoor structure, sign, display, light device, figure, painting, drawing, message, plaque, poster, billboard, or other thing that is designed, intended, or used to advertise or inform. See also Commercial Message.

**48. Sign, Abandoned**

A sign for which no legal owner can be found

**49. Sign, Animated**

A sign that has any visible moving part, flashing or osculating lights, visible mechanical movement of any description, or other apparent visible movement achieved by any means that move, change, flash, osculate or visibly alters in appearance in a manner that is not otherwise permitted by these regulations.

**50. Sign, Awning**

A sign that is printed on any of the surfaces of a fabric awning, and which may include an under-awning sign attached to and mounted under the awning.

**51. Sign, Banner**

Any sign of lightweight fabric or similar material that is mounted to a building, poles, railings or other structural parts of the building with or without frames. National flags, state or municipal flags, or the official flag of any institution or business shall not be considered banners.

**52. Sign, Building Marker**

Any sign cut into a masonry surface of a building or made of bronze or other permanent material

**53. Sign, Building**

Any sign attached to any part of a building, as contrasted to a freestanding sign

**54. Sign, Canopy**

A sign attached above, below or to the face of a canopy, and which may include an under-canopy sign attached to and mounted under the canopy. A marquee is not a canopy.

**55. Sign, Changeable Copy**

A sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A sign designed or operated in such a way to allow the display to change electronically is an electronic message sign or a CEVMS and not a changeable copy sign for the purposes of this Ordinance.

**56. Sign, Changeable Electronic Variable Message**

Any sign which permits light to be turned on or off intermittently or which operate in a way whereby light is turned on or off intermittently, including any illuminated sign on which such illumination is not kept stationary or constant in



intensity and color at all times when such sign is in use, including an electronic message sign, a light emitting diode (LED) or digital sign and which varies in intensity or color. A CEVMS sign does not include a sign located within the right-of-way that functions as a traffic device and that is described and identified in the Manual on Uniform Traffic-Control Devices approved by the Federal Highway Administrator as the National Standard.

**57. Sign, Dilapidated**

Any sign that has become or has been caused to become partially ruined and in need of repairs, as through neglect. Examples include broken faces, chipping or faded paint, lighting system malfunctions or nonfunctional bulbs.

**58. Sign, Drive-Thru or Drive-In**

A sign erected in conjunction with a use that incorporates a drive-thru or drive-in, placed adjacent to a drive-thru lane or drive-in parking space.

**59. Sign, Electronic Message**

A sign that includes provisions for programmable electronic message changes.

**60. Sign, Feather**

A vertical banner that contains a harpoon-style pole or staff driven into the ground for support or supported by means of an individual stand.

**61. Sign, Freestanding**

Any sign supported by structures or supports that are placed on, or anchored in the ground and that are independent from any building or other structure. Types of Freestanding Signs may include Pole and Pylon Signs and Monument Signs, among others.

**62. Sign, Hanging**

A two-sided sign that is suspended from the underside of a horizontal plane surface and is supported by such surface. A hanging sign is not a marquee sign.

**63. Sign, Human**

Any hand-carried or held sign, symbol, or display on persons visible from the public right-of-way, which may include persons dressed in costume.

**64. Sign, Incidental**

A directional or way-finding sign, secondary to the use of the zone lot on which it is located, such as "no parking," "entrance," "loading only," "telephone," and other similar directives without a commercial message

**65. Sign, Inflatable (including Tethered Balloons)**

An object enlarged or inflated which floats, is tethered in the air, is activated by air or moving gas, or is located on the ground or on a building with or without copy or other graphic.

**66. Sign, Marquee**

Any sign attached to, in any manner, or made a part of a marquee. A marquee sign is not a suspended sign.

**67. Sign, Monument**

A Freestanding Sign attached to a pedestal or perimeter wall.

**68. Sign, Moving**

A sign having visible moving, revolving, or rotating parts, or visible mechanical movement of any kind, except for the movable hands on street clocks, or other apparent visible movement achieved by electrical, electronic, wind actuation or mechanical means, except for time/temperature/date signs.

**69. Sign, Nonconforming**

Any sign that was erected or permitted prior to the adoption date of this chapter, and that does not conform to the provisions of this Ordinance

**70. Sign, Obscene**

A sign displaying any matter in which the dominant theme of the material taken as a whole appeals to the prurient interest in sex, or is patently offensive because it affronts contemporary community standards relating to the description or representation of sexual matters, and is utterly without redeeming social value, which the erection or display violates Texas Penal Code Chapter 42.01 Disorderly Conduct.

**71. Sign, Off-Premises**

Any sign that advertises a commercial message regarding a commercial activity not located on the premises where the sign is installed and maintained, or that directs persons to a location other than the premises where the sign is installed and maintained. Any sign that displays advertising copy that pertains to a business, person, organization, activity, event, place, service, or product not principally located or primarily manufactured or sold on the premises on which the sign is located.

**72. Sign, On-Premises**

Any sign that advertises a commercial message on the premises where the sign is installed and maintained when such premises is used for business purposes.

**73. Sign, Pole and Pylon**

A freestanding sign supported by a single or multiple poles, which may include an exposed pole or concealed support.

**74. Sign, Permanent**

A sign attached to a building or structure, or to the ground in a manner that enables the sign to resist environmental loads, such as wind, and that precludes ready removal or movement of the sign and whose intended use appears to be indefinite. .

**75. Sign, Political**

A temporary sign announcing or supporting political candidates or issues in connection with a national, state, or local election.

**76. Sign, Portable**

Any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A- or T-frames; menu and sandwich board signs; balloons used as signs; and umbrellas used as advertising.

**77. Sign, Projecting**

Any sign affixed to a building or wall in such a manner that its leading edge extends more than six inches beyond the surface of such building or wall.

**78. Sign, Residential**

Any sign located in a district zoned for residential uses that contains no commercial message. For example, residential signs may be used to publicize or announce information at the discretion of the homeowner or tenant of the property such as, but not limited to residential real estate signs, or school affiliation signs.

**79. Sign, Roof**

Any sign erected and constructed wholly on and over the roof of a building, supported by the roof structure, and extending vertically above the highest portion of the roof.

**80. Sign, Sidewalk**

A special type of temporary sign intended to be viewed from the pedestrian realm.

**81. Sign, Snipe**

A sign posted on a utility pole, street sign or other street furniture; or any other sign placed within a public right of way or public property or on private property such that it is visible from a public right of way or public property. This includes signs with wood or wire framing, posts or stakes, as well as signs tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, fences or other objects.

**82. Sign, Temporary**

Any sign that is used only temporarily and is not permanently mounted, and for which a removal date is established in the permitting process within this Ordinance.

**83. Sign, Wall**

Any sign attached parallel to, but within six inches of, a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall of any building or structure, that is supported by such wall or building, and that displays only one sign surface.

**84. Sign, Window**

Any sign, pictures, symbol, or combination thereof, designed to communicate a commercial message that is placed inside a window or upon the window panes or glass, and is visible from the exterior of the window.

**85. Storefront**

Storefronts are defined as the part of the building that fills the structural bay on the front façade at ground level.

**86. Story**

That portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above. It is measured as the vertical distance from top to top of two successive tiers of beams or finished floor surfaces and, for the topmost story, from the top of the floor finish to the top of the ceiling joists or, where there is not a ceiling, to the top of the roof rafters.

**87. Street**

A public Right-of-Way that provides vehicular traffic access to adjacent lands.

**88. Structure**

A term used to distinguish specific types of functional constructions from buildings that are usually made for purposes other than creating shelter. For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

**89. Vertical Clearance**

A space left open and unobstructed by fences, structures, shrubs, trees or other plant life along streets at the corner in front of the building line of lots contiguous to intersecting streets.



# Agenda Report

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**Agenda of:** December 3, 2025

**Department:** Community Development

**Subject:** Discussion on the Comprehensive Zoning Ordinance, amending to include language for temporary storage

## **Recommended Motion:**

No staff recommendation. Only on the agenda for discussion.

## **Background:**

The purpose of this item is for the Planning & Zoning Commission to review and consider a proposed amendment to the City's Zoning Ordinance to establish a formal definition and development standards for Temporary Storage Containers (e.g., PODS®, portable moving containers, and similar units).

The City has recently experienced an increase in the use of temporary storage units within residential and commercial areas. At present, the City's Zoning Ordinance does not include a specific definition or regulations addressing where these containers may be located, how long they may remain on a site, or minimum maintenance standards. The lack of clear language has created enforcement challenges and inconsistencies in how these structures are treated across different zoning districts.

The proposed ordinance provides a consistent approach for regulating Temporary Storage Containers and ensures they are used only for short-term purposes, do not interfere with traffic or emergency access, and do not become de facto permanent accessory structures.

## **SUMMARY OF PROPOSED AMENDMENTS**

The ordinance would add a new definition of Temporary Storage Container to Article II (Definitions) and establish the following standards:

### 1. Applicability

- Applies to placement of Temporary Storage Containers in all zoning districts.
- Ensures consistent enforcement City-wide.

### 2. Limitations on Number and Duration

- Residential Districts:
  - One container allowed for up to 30 consecutive days within any 12-month period.
  - One 30-day extension may be granted by the Community Development Director.
- Commercial/Industrial Districts:
  - Allowed for the duration of an active construction permit.
  - Containers not tied to construction limited to 60 consecutive days unless approved.

### 3. Placement Requirements

- Must be placed outside of the public right-of-way, fire lanes, required parking, and visibility triangles.
- Minimum 5-foot setback from property lines.
- Must be on a paved or stabilized surface.

### 4. Permit Requirement

- Permit required for containers on-site for more than 48 hours.
- Application includes placement sketch, dates, and responsible party information.

### 5. Maintenance Standards

- Containers must be in good condition (no major rust, graffiti, peeling paint, or structural defects).
- Must remain secured and not used for habitation or hazardous materials.

### 6. Prohibited Uses

- Cannot be used as permanent accessory structures, offices, fencing, or screening.
- Cannot be used for residential or commercial occupancy.

### Attachments:

- Temporary Storage Amendment Language

**Submitted by: Breana Soto**

CITY OF CASTROVILLE – TEMPORARY STORAGE CONTAINER  
REGULATION

ARTICLE I, SECTION 8 – GENERAL DEFINITIONS

Add the following definition alphabetically:

Temporary Storage Container – A container designed and built to hold items during shipping, transportation, or off-site storage, including but not limited to an industrial shipping container, sometimes known as a Conex or intermodal shipping container, containers for the transportation and storage of household goods, such as those marketed under the name ‘PODS,’ and similar containers.

ARTICLE I – GENERAL PROVISIONS

Article I, Section 21 – Temporary Storage Containers

These standards apply to all Temporary Storage Containers placed on any property within the City limits.

- A. Maximum Number – One (1) container permitted unless associated with an active building permit.
- B. Duration – Residential: 30 days per year, with one 30-day extension.  
Commercial/Industrial: 60 days unless tied to construction.
- C. Placement – Not allowed in ROW, parking, fire lanes, buffers, or visibility triangles. Five (5) foot setbacks required.
- D. Permit – Required for placement longer than 48 hours.
- E. Maintenance – Must be in good condition and secured.
- F. Prohibited Uses – Not permitted as permanent structures or for hazardous material storage.

Proposed Fee Schedule Update

TEMPORARY STORAGE CONTAINER FEES	Permit Fee: \$50.00
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# Agenda Report

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**Agenda of:** December 3, 2025

**Department:** Community Development

**Subject:** Discussion and appropriate action on the Victory Lane Development Agreement.

## Recommended Motion:

I move to recommend that City Council review and consider further negotiation of the Victory Lane Development Agreement based on the comments and concerns discussed.

## Background:

Victory Lane Partners submitted a proposed Development Agreement (DA) on August 27, 2025, for annexation and commercial development of approximately 50.4 acres along U.S. Highway 90. Following staff review, multiple recommendations were provided to the developer to improve the City's financial position, clarify responsibilities, and reduce long-term exposure.

The developer has submitted a revised draft dated October 23, 2025, with additional exhibits, a project schedule, and updated financing terms. This agenda item summarizes the differences between the two drafts and presents the remaining unresolved issues for Planning and Zoning Commission input.

Planning and Zoning Commission is asked to:

- Review the revised Development Agreement
- Discuss remaining concerns
- Provide a recommendation to City Council on whether to proceed, modify, or renegotiate the Development Agreement

## Attachments:

- Development Agreement with Exhibits
- Summary Page
- Board Action

**Submitted by: Breana Soto**

# Victory Lane Development Agreement – Summary of the Key Points

## 1. What the Developer Changed (Good for the City)

These items were added or improved in the new version of the agreement:

### Lower Interest Rate

- I misspoke in the first summary sent out for the October meeting, that said the other DA's did not have a financing rate.
  - Alsatian Oaks - 6% rate
  - Flat Creek – up to 10%
    - This means:
      - If their real cost of capital is 6%, they can only claim 6%.
      - If their real cost of capital is 12%, they can only claim 10% because of the cap.
      - The City never pays more than the 10% cap regardless of what interest rates do in the real world.
  - Heights of Castroville – 8.5%
- Originally: 8.5% interest, which was very high.
- New version: Prime Rate + 1%, which is usually lower.
- This saves the City money.

Date (effective)	Prime Rate	Date (effective)	Prime Rate
Dec 17, 2015	3.50 % ( <a href="#">Wikipedia</a> )	Dec 20, 2018	5.50 % ( <a href="#">Wikipedia</a> )
Dec 15, 2016	3.75 % ( <a href="#">Wikipedia</a> )	Aug 01, 2019	5.25 % ( <a href="#">Wikipedia</a> )
Mar 16, 2017	4.00 % ( <a href="#">Wikipedia</a> )	Sep 19, 2019	5.00 % ( <a href="#">Wikipedia</a> )
Jun 15, 2017	4.25 % ( <a href="#">Wikipedia</a> )	Oct 31, 2019	4.75 % ( <a href="#">Wikipedia</a> )
Dec 14, 2017	4.50 % ( <a href="#">Wikipedia</a> )	Mar 04, 2020	4.25 % ( <a href="#">Wikipedia</a> )
Mar 22, 2018	4.75 % ( <a href="#">Wikipedia</a> )	Mar 16, 2020	3.25 % ( <a href="#">Wikipedia</a> )
Jun 14, 2018	5.00 % ( <a href="#">Wikipedia</a> )	2021 (unchanged)	3.25 % ( <a href="#">Wikipedia</a> )
Sep 27, 2018	5.25 % ( <a href="#">Wikipedia</a> )	Mar 17, 2022	3.50 % ( <a href="#">Wikipedia</a> )



Date (effective)	Prime Rate	Date (effective)	Prime Rate
May 05, 2022	4.00 % ( <a href="#">Wikipedia</a> )	May 04, 2023	8.25 % ( <a href="#">JPMorgan Chase</a> )
Jun 16, 2022	4.75 % ( <a href="#">Wikipedia</a> )	Jul 27, 2023	<b>8.50 %</b> — peak recently ( <a href="#">Bank of America</a> )
Jul 28, 2022	5.50 % ( <a href="#">Wikipedia</a> )	Sep 19, 2024	8.00 % ( <a href="#">JPMorgan Chase</a> )
Sep 22, 2022	6.25 % ( <a href="#">Wikipedia</a> )	Nov 08, 2024	7.75 % ( <a href="#">Bank of America</a> )
Nov 03, 2022	7.00 % ( <a href="#">Wikipedia</a> )	Dec 19, 2024	7.50 % ( <a href="#">Bank of America</a> )
Dec 15, 2022	7.50 % ( <a href="#">Wikipedia</a> )	Sep 18, 2025	7.25 % ( <a href="#">FRED</a> )
Feb 02, 2023	7.75 % ( <a href="#">JPMorgan Chase</a> )	Oct 30, 2025	<b>7.00 %</b> (current as of latest update) ( <a href="#">FRED</a> )
Mar 23, 2023	8.00 % ( <a href="#">JPMorgan Chase</a> )		

**Better Inspection Rules**

- The City now has more power to approve or remove construction inspectors.
- This helps ensure the work is done correctly.

**A Real Project Schedule**

- A full construction timeline (Exhibit G) was added.
- This creates accountability for the developer.

**Stronger Maintenance Bond Protection**

- Bonds are now clearly assignable to the City.
- Ensures the developer fixes issues after construction.

**Clearer Utility Responsibilities**

- The agreement now spells out the developer’s responsibilities for Phase II water/wastewater improvements.

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## 2. What Did NOT Change (Still Concerns for the City)

These were staff recommendations, but the developer did not include them:

### No Cap on Total Interest

- Interest can still add up without a maximum limit.
- The \$6M cap applies only to construction cost, not the interest on top of it.

### City Still Only Keeps 25% of New Taxes

- The developer gets 75% of the new taxes until reimbursed.
- Staff asked for a better split, but this was not changed.

### No Performance Requirements

- Developer reimbursement is not tied to milestones, such as:
  - Completing the MTP road
  - Creating a certain amount of taxable value
  - Achieving certain occupancy or sales levels

### TxDOT Improvements Not Excluded

- The agreement does not clearly state that TxDOT-required improvements are *not reimbursable*.
- Some TxDOT items even appear in Exhibit E, which increases financial risk.

### No Annual Reporting Requirement

- Staff asked for yearly updates to track tax revenue and reimbursement.
- This was not added.

### No Upgraded Design Requirements

- Staff asked for better building materials, landscaping, or appearance if the City is helping fund infrastructure.
- Developer did not agree to any new design standards.

### Developer Vested Rights Increased

- The new agreement gives the developer even stronger protections, making it harder for the City to apply future regulations.

### 3. Major Differences Between the Old and New Versions

Here are the big changes in simple terms:

#### Interest Rate Changed

- From 8.5% → Prime +1%
- Better for the City, but still no limit on how high total interest can go.

#### Financing Costs Are Now Separated

- The \$6M limit is only for construction.
- Interest is added on top, increasing total cost.

#### More Detailed Public Infrastructure List

- Exhibit E now lists water, sewer, drainage, roadways, sidewalks, plus some TxDOT improvements.

#### New Project Schedule

- Exhibit G shows expected construction timelines into 2028.

#### Developer Protections Expanded

- New language makes it harder for the City to change regulations later.

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### 4. Why the Deal Is Still Good for the City

In simple terms:

- The developer builds everything upfront.
  - The City doesn't borrow money or take on any debt.
  - If the project underperforms, the City is not financially exposed.
  - The City keeps 25% of new tax revenue immediately.
  - The project brings annexation, utilities, a new commercial tax base, and a Highway 90 gateway sign.
- 

### 5. How the Deal Could Be Even Better

Here are the key improvements the City could still consider pushing for:

- Cap the total interest or lower it further, like the Flat Creek Development Agreement.
  - Let the City keep more than 25% of taxes.
  - Exclude TxDOT-related costs from reimbursement.
  - Tie reimbursements to performance milestones.
  - Add better building design requirements.
  - Require annual reporting.
  - Scale back the very strong vested rights language.
- 

## 6. Bottom Line

### Improvements That Help the City

- Lower interest
- Better inspection control
- Defined project schedule
- Clear utility responsibilities
- Stronger maintenance protections

### Major Issues Still Unresolved

- No limit on interest
- City still only keeps 25% of revenue
- No performance requirements
- TxDOT improvements not excluded
- No yearly reporting
- Developer gained stronger legal protections
- No better design standards

STATE OF TEXAS                   §  
   §  
COUNTY OF MEDINA           §

**ECONOMIC DEVELOPMENT AGREEMENT  
BETWEEN  
CITY OF CASTROVILLE, TEXAS AND VICTORY LANE PARTNERS, LTD.**

This Economic Development Agreement (“Agreement”) is entered into by and between the City of Castroville, Texas (as further defined herein, the “City”), and Victory Lane Partners, Ltd. (as further defined herein, “Developer”) and is effective as of the Effective Date for the duration of the Term.

**RECITALS**

**WHEREAS**, the City is authorized under Chapter 380 of the Texas Local Government Code to offer certain economic development incentives for public purposes, including the promotion of local economic development and the stimulation of business and commercial activity within the City; and

**WHEREAS**, City actively seeks economic development prospects in Castroville through participation in and establishment of an economic development program; and

**WHEREAS**, City desires to stimulate business, property tax base, sales and use tax base, and utility system customer base, creating additional commercial opportunities for City residents, and providing the City with a manner for acquiring additional and necessary public infrastructure and public improvements; and

**WHEREAS**, Developer owns approximately 50.40 acres of real property, as more particularly described by metes and bounds and location map attached hereto as **Exhibit A** (the “Property”); and

**WHEREAS**, Developer intends to develop the Property for commercial and other uses, to include associated infrastructure and other public improvements (as further described herein, the “Project”); and

**WHEREAS**, Developer has agreed, in exchange and as consideration for certain incentives from the City, to accommodate the provisions of the Major Thoroughfare Plan (“MTP”) that impacts the Property and to dedicate to the City (or another political subdivision or agency of the State as directed by the City) right-of-way for said MTP; and

**WHEREAS**, the Parties intend that the Property be developed (i) as a high-quality commercial development and Developer plans to develop the Project at its sole cost, as is required of the Developer by the City of Castroville ordinances, and shall convey applicable public

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infrastructure to the City; and

**WHEREAS**, in exchange for the performance of the duties and obligations herein imposed, the City will deliver to the Developer the financial incentives herein described; and

**WHEREAS**, this Agreement is an economic development agreement of the type described under Chapter 380; and

**WHEREAS**, the City has, in the Authorizing Ordinance, determined that the financial incentives herein provided to Developer are made in accordance with and pursuant to the Economic Development Program heretofore established by the City; and

**WHEREAS**, the City and Developer agree that the provisions of this Agreement substantially advance a legitimate interest of the City by providing public infrastructure and public improvements, and right-of-way, expanding the City’s ad valorem tax, sales and use tax, and utility system customer bases, increasing employment and City population, and promoting economic development; and

**WHEREAS**, the City Council has found that development of the Property in compliance with this Agreement will serve a public purpose and benefit the economy of the City and is in the best interests of the residents of the City; and

**NOW, THEREFORE**, for and in consideration of the above stated recitals, which are made a part of this Agreement for all purposes, the benefits described below, and the mutual promises expressed herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby contract, covenant, and agree as follows:

**ARTICLE 1  
DEFINED TERMS**

**1.01     Construction of Terms.** All terms and phrases defined herein shall have the meanings and definitions ascribed thereto. Terms that have well known technical, municipal, or construction or development industry meanings are used in accordance with such recognized meanings, unless otherwise defined herein or unless the context clearly indicates a different meaning. If appropriate in the context of this Agreement, words of the singular shall be considered to include the plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

**1.02     Definition of Certain Terms.** The following terms used in this Agreement have the meaning ascribed thereto:

“Ad Valorem Tax Grants” means Grants funded from the City Ad Valorem Tax Proceeds Subaccount.

“Affidavit of Payment” means an affidavit of payment from any contractor, subcontractor, material supplier, and/or laborer that has provided goods and/or services in relation to any Public

Improvement or Public Infrastructure and that is the subject of a Developer's Reimbursement Request submitted by Developer to the City in accordance with Section 4.05 hereof.

"Agreement" has the meaning ascribed thereto in the first paragraph hereof.

"Approved Plats" means final plats for portions of the Property that are approved, from time to time, by the City Council or City staff, as applicable, in accordance with the Governing Regulations.

"Authorizing Ordinance" means the ordinance adopted by the City Council on \_\_\_\_\_, 202\_\_, which ordinance authorizes the City's entering into this Agreement and authorizes other matters necessary or incidental to the foregoing, all in accordance with Chapter 380.

"Bankruptcy Event" means (a) commencement of an involuntary proceeding or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of Developer or of a substantial part of the assets of the Developer under any insolvency or debtor relief law or (ii) the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for the Developer or a substantial part of the Developer's assets and, in any case referred to in the foregoing clauses (i) and (ii), such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered; or (b) Developer shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for the Developer or for a substantial part of the Developer's assets, or (ii) generally not be paying its debts as they become due unless such debts are the subject of a bona fide dispute, or (iii) make a general assignment for the benefit of creditors, or (iv) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition with respect to it described in clause (b)(i) of this definition, or (v) commence a voluntary proceeding under any insolvency or debtor relief law, or file a voluntary petition seeking liquidation, reorganization, an arrangement with creditors or an order for relief under any insolvency debtor relief law, or (i) file an answer admitting the material allegations of a petition filed against it in any proceeding referred to in the foregoing clauses (i) through (v), inclusive, of this part (b), and, in any case referred to in the foregoing clauses (i) through (v), such action has not been cured within twenty (20) days thereafter.

"Capital Costs" means an amount equal to the lesser of (i) six million dollars (\$6,000,000) and (ii) the Developer's actual capital costs incurred resultant from annexing the Property, designing, constructing, developing, and acquiring the Public Infrastructure and the Public Improvements, paying to the City amounts specified in the USA that are contributed toward satisfaction of costs associated with Phase I System Improvements, and delivering the Developer's Capital Contribution, as evidenced in the schedule attached hereto as **Exhibit B** (and pursuant to the provisions hereafter described, as, if, and to the extent applicable), which the Developer anticipates recouping from the City in the form of Grants. For avoidance of doubt, the amount of the Capital Costs shall not exceed, and shall be reduced as and if necessary to reflect, the actual amount incurred by Developer with respect to its delivery of or payment for the items hereinbefore described. The term Capital Costs specifically excludes Financing Costs.

"Certified Inspector" has the meaning ascribed thereto in Section 3.01(a) hereof.

“Chapter 43” means Chapter 43, as amended, Texas Local Government Code.

“Chapter 245” means Chapter 245, as amended, Texas Local Government Code.

“Chapter 380” means Chapter 380, as amended, Texas Local Government Code.

“City” means the City of Castroville, Texas, a Texas General Law Type A Municipality, located in the County.

“City Ad Valorem Tax Proceeds Subaccount” means the “City of Castroville, Texas Victory Lane Development Ad Valorem Tax Proceeds Collection Subaccount,” being a subaccount of the Grant Proceeds Collection Account, established, created, and required to be maintained by the City pursuant to the Authorizing Ordinance.

“City Ad Valorem Taxes” means the City revenues derived from those annual maintenance and operations ad valorem taxes levied upon the Property during the Term and collected by the City through the Reimbursement Period from the Property owners, but which term specifically excludes any and all City annual ad valorem taxes levied and collected for payment of debt service on City ad valorem tax supported indebtedness now or hereafter outstanding.

“City Council” means the City Council of the City, as its governing body.

“City Representative” means the City Administrator of the City or another official or representative of the City, as the City representative designated by the City Council to undertake certain duties and obligations hereunder on the City’s behalf.

“City Sales Taxes” means the City sales and use tax revenues derived from its direct or indirect imposition and collection of sales and use tax on commerce involving Taxable Items within the Property.

“City Sales Tax Proceeds Subaccount” means the “City of Castroville, Texas Victory Lane Development Sales Tax Proceeds Collection Subaccount,” being a subaccount of the Grant Proceeds Collection Account, established, created, and required to be maintained by the City pursuant to the Authorizing Ordinance.

“City Takeover Event” has the meaning ascribed thereto in Section 4.07 hereof.

“Code” means the City Code of Ordinances, as from time to time amended by the City Council.

“Commercial Area” means those portions of the Project identified as “Commercial/Retail.”

“County” means Medina County, Texas.

“Design Criteria” means the City’s Castroville Design Criteria for Commercial Buildings Located in the Commercial Districts Along U.S. Highway 90 Version 1.4, adopted March 13, 2006.



“Developer” means Victory Lane Partners, Ltd., a Texas limited partnership, its successors, transfers, and assigns.

“Developer Capital Contribution” has the meaning ascribed thereto in Section 3.04(a) hereof.

“Developer’s Costs” means, together, the Capital Costs and the Financing Costs.

“Developer’s Engineer” means one or more engineering firms licensed by the Texas Board of Professional Engineers from time to time engaged by Developer to serve as the engineer of record for the Project, initially being Pape-Dawson Engineers.

“Developer’s Reimbursement Request” means a Grant Installment payment request made by Developer for Developer’s Costs incurred, which request shall be in the form attached hereto as **Exhibit D** and shall include the requirements specified in Section 4.04 hereof.

“Economic Development Program” means a program for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity in the City, as authorized by and in compliance with Article III, Section 52-a of the Texas Constitution and Section 380.001, as amended, Texas Local Government Code, as established by the City in Ordinance No. 2019-014 adopted on September 24, 2019, which encompasses and contemplates economic development projects such as the Project and pursuant to which the Grants are made.

“Effective Date” means \_\_\_\_\_, 20\_\_, being the date of this Agreement’s effectiveness.

“Final Grant Installment Payment Date” means the date that is the earlier to occur of (i) the Grant Installment Payment Date that is the last day of the Reimbursement Period, (ii) the regularly scheduled Grant Installment Payment Date upon which the aggregate amount of all Grant Installments paid to Developer under this Agreement totals the Maximum Disbursement Amount, and (iii) the regularly scheduled Grant Installment Payment Date that occurs in conjunction with a City Takeover Event.

“Financing Costs” means that portion of the Developer’s Costs attributable to its financing the Capital Costs, being the sum of interest accruing (at a floating rate equal to a per annum the Prime Interest Rate, plus a 1% margin rate of 8.5%) on Capital Costs from their actual date of payment by the Developer through and until reimbursement by the City in the form of Grants; provided, however, that the amount of the Financing Costs shall not exceed and, as and if necessary shall be reduced to reflect, the actual costs incurred by Developer with respect to the foregoing.

“Force Majeure” means the occurrence of war, act of terrorism, acts of God, civil commotion, fire, severe flood, hurricane, tornado, explosion, court order, pandemic or change in legal requirements applicable to the Project other than those in existence as of the Effective Date, but only to the extent that such events or circumstances delay development of the Project by the Developer (as and if applicable) or otherwise make Developer’s development of the Project (as and if applicable) impracticable or impossible, in such responsible Party’s commercially

reasonable judgement, after taking reasonable steps to mitigate the effects thereof.

“Form 1295” has the meaning ascribed thereto in Section 11.03(r) hereof.

“Governing Regulations” except as specifically provided in this Agreement, shall mean the following regulations (together, the “Governing Regulations”):

- (i) this Agreement;
- (ii) the Code;
- (iii) the Comprehensive Zoning Ordinance;
- (iv) the Approved Plats; and
- (v) the 2006 International Building Codes, heretofore adopted by the City.
- ~~(v)~~(vi) the Design Criteria.

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“Grant Installment” has the meaning ascribed thereto in Section 4.04 hereof.

“Grant Installment Payment Date” means (i) March 15, June 15, September 15, and December 1~~st~~ of each year, commencing on the first such payment date to occur after the Initial Infrastructure Completion Date, and (ii) the last day of the Reimbursement Period.

“Grant Proceeds Collection Account” means the “City of Castroville, Texas Victory Lane Development Grant Proceeds Collection Account” established, created, and required to be maintained by the City pursuant to the Authorizing Ordinance.

“Grants” means the Ad Valorem Tax Grant and the Sales Tax Grant, in the combined, aggregate amount (calculated as of each Grant Installment Payment Date) not to exceed the Maximum Disbursement Amount.

“Indemnified Parties” has the meaning ascribed thereto in Article 13 hereof.

“Major Thoroughfare Plan” or “MTP” means the City’s Major Thoroughfare Plan that identifies, among other matters, an alternative traffic route around the City, generally in the north-northwest direction, and which includes the MTP Segment.

“Maximum Disbursement Amount” means the maximum amount of Grants that Developer is eligible to receive hereunder, calculated on the basis and as the sum of the maximum amount of Capital Costs and Financing Costs, respectively.

“MTP Segment” means that portion of the street and road improvements included in the Major Thoroughfare Plan that traverses the Property.

“Party” or “Parties” means the City and Developer, collectively or (as applicable and in

context) singularly.

“Phase” means a segment of Project development relating to a portion of the Project.

“Phase I System Improvements” means those System Improvements that are currently under design by the City and anticipated to be complete on or before \_\_\_\_\_, 20\_\_.

“Phase II System Improvements” means those System Improvements that the City determines remain necessary, after taking into account the impact of the Phase I System Improvements, to permit the orderly development of the general area of the City’s water and wastewater certificate of convenience and necessity in which the Property resides, including completion of the Project that is not facilitated by the Phase I System Improvements.

“Prime Interest Rate” means the rate of interest publicly announced from time to time by J.P. Morgan Chase as its prime rate (or base rate) for U.S. dollar loans. If such bank ceases to announce a prime rate, the “Prime Interest Rate” shall mean the prime rate published in The Wall Street Journal under “Money Rate” or a comparable replacement publication or source reasonably selected by the Parties.

“Project” means the development of the Property that includes commercial retail, office, and other commercial development and associated parking and access roads, Public Infrastructure and Public Improvements.

“Project Commencement Date” means the date on which the Developer commences site work on the Property to facilitate the acquisition, installation, or construction of Public Improvements or Public Infrastructure.

“Property” has the meaning ascribed thereto in the recitals of this Agreement.

“Public Improvements” means sidewalks, open space and other improvements accessible and enjoyed by the general public, as the same are identified and described in **Exhibit E** hereto, the design, construction, acquisition, development, and payment of which are the responsibility of the Developer (as herein provided).

“Public Infrastructure” means the on-site and off-site water, wastewater, natural gas, electric power, drainage, streets and roadway improvements (including the MTP Segment) and other public infrastructure necessary or incidental to serve the Property, as the same are identified and described in **Exhibit E** hereto, the design, construction, acquisition, development, and payment of which are the responsibility of the Developer (as herein provided).

“Reimbursement Period” means the period of time during which the City collects City Sales Taxes and City Ad Valorem Taxes that are subject to the City’s obligation to make, and the source of the City’s payment of, Ad Valorem Tax Grants and Sales Tax Grants, which period of time includes the Term and the remainder of the calendar year of the year in which occurs the Termination Date; provided, however, that the Reimbursement Period ends on the Termination Date if the Termination Date’s occurrence results from a City Takeover Event.

“Retail Municipal Utility Service” means potable water, sewer, gas, and garbage services

provided by the City to the Property.

“Retail Municipal Utility Service Rate Ordinance” means any City ordinance from time to time adopted that establishes the then-current rate schedule for the retail provision of any Retail Municipal Utility Service.

“Sales Tax Grant” means Grants funded from the City’s Sales Tax Proceeds subaccount.

“Sign” shall mean the sign on the Property to be built and located generally as depicted in **Exhibit F**.

“State” shall mean the State of Texas.

“System Improvements” means, as applicable, the improvements to the City’s water and wastewater to permit the City’s provision of retail water and wastewater services to the Property and surrounding properties as necessary to support the Property’s development in accordance with this Agreement, as well as the orderly development of the surrounding properties.

“Taxable Items” has the meaning given to such term in Section 151.010, as amended, Texas Tax Code.

“Term” means the period of time beginning on the Effective Date and ending on the Termination Date.

“Termination Date” means the date that is the first to occur of (i) (1) the twentieth (20<sup>th</sup>) anniversary of the Effective Date; (ii) the City’s payment to Developer of the Maximum Disbursement Amount; or (iii) the date of a City Takeover Event.

## ARTICLE 2 AUTHORITY AND TERM

**2.01 Authority.** The City enters into this Agreement pursuant to the authority granted thereto under the Constitution and general laws of the State of Texas, including (particularly) Article III, Section 52-a of the Texas Constitution, and Chapter 380, and the Authorizing Ordinance. Developer enters into this Agreement pursuant to its general corporate powers exercised pursuant to a resolution of its governing body.

**2.02 Term.** This Agreement shall become effective and enforceable on the Effective Date and shall continue through the Termination Date. If the Termination Date is the date specified in Clause (i) of the definition of such term given in Section 1.02 hereof, then this Agreement shall terminate notwithstanding the City’s ~~not having~~ having not paid to Developer the Maximum Disbursement Amount (or that such payment in full is not expected to be made through conclusion of the Reimbursement Period).

**ARTICLE 3**  
**PUBLIC IMPROVEMENTS AND PUBLIC INFRASTRUCTURE, MTP, ~~AND CITY~~**  
**SIGN, AND COMMERCIAL PROJECT**

**3.01 Public Improvement and Public Infrastructure.**

(a) ~~Design Standards; Inspection.~~ Public Infrastructure and Public Improvements shall be designed to comply with the Governing Regulations, and no construction or installation of Public Infrastructure or Public Improvements shall begin until plans and specifications thereafter have been approved by the City.

The Governing Regulations are exclusive, and no other ordinances, rules, regulations, standards, policies, orders, guidelines, or other City-adopted or City-enforced requirements of any kind (including but not limited to any development moratorium adopted by the City after the Effective Date) apply to the development of the Property. Notwithstanding the foregoing, and to the extent consistent with the provisions of this Agreement, the Developer may exercise rights under Chapter 245. The Parties hereby agree that the Effective Date shall be the date for establishment of the Developer's rights under Chapter 245, pursuant to Section 245.002(a-1) of such Chapter. The Developer may not take advantage of any changes to laws, rules, regulations, or ordinances of the City or other regulatory agency occurring after the Effective Date that are inconsistent with the terms of this Agreement without prior receipt of the City's consent (such consent not to be unreasonably withheld), which shall be reflected in the form of an amendment to this Agreement made in accordance with Section 13.05 hereof. For the avoidance of doubt, the foregoing restriction shall not prohibit the Developer from taking advantage of prospective changes in laws, rules, regulations, or City ordinances that do not otherwise conflict with the provisions of this Agreement.

All Public Infrastructure and Public Improvements shall be constructed and installed in compliance with the Governing Regulations and shall be inspected by inspectors (certified and State-licensed, to the extent required by law) that have been approved by the City and that have agreed, in writing, to be bound by this Agreement and to follow State bond submittal inspection requirements, as and to the extent applicable (each, a "Certified Inspector"). The cost for such inspections shall be paid for by the owner of the property on which the work is being performed. All Public Infrastructure and Public Improvements constructed by Developer or by any person or entity on behalf of or in the name of Developer shall have a maintenance bond with an expiration period of two years after completion and City acceptance of such Public Infrastructure or Public Improvement. Maintenance bonds shall name the City as a co-beneficiary and shall be assignable to the City.

Each Certified Inspector shall maintain a permanent record of all Public Infrastructure and Public Improvements inspected. All such records shall be available for copying by the City and Developer. All such records shall be kept in a form reasonably approved by the City. Each Certified Inspector shall provide to the City and Developer a copy of each Public Infrastructure and Public Improvement inspection report within ten (10) days after the inspection is performed (including reports that identify deficiencies and subsequent corrective action). Unless the City shall have objected in writing with reasonable specificity to Developer within thirty (30) days of the City's receipt of copies of such certificates, records, or reports, then such certificates, records, or reports

shall be deemed accepted and approved by the City for all purposes.

The City and Developer each shall have the right to terminate any Certified Inspector for failure to properly perform any duty or for failure to provide inspection reports, all as required by this Agreement (after written notice to the Certified Inspector and the other Party and the failure of the Certified Inspector to cure the failure within ten (10) days); provided, however, that Developer shall have no right to terminate the employment of any City employee then serving in the capacity of a Certified Inspector, but may only terminate such City employee's engagement as Certified Inspector of the Public Infrastructure and Public Improvements. Upon any such termination, the City, at its option, may allow the use of another Certified Inspector or may elect to perform some or all of the duties of the Certified Inspectors (unless such terminated Certified Inspector was a City employee, in which case the replacement Certified Inspector shall be a qualified third-party engaged to serve in such capacity). If the City elects to perform any of those duties, such duties shall be performed (and reports provided to Developer) in the same manner as would be applicable to the Certified Inspectors, and the actual, reasonable costs and expenses paid or incurred by the City in performing the duties shall be paid by Developer (or the contractor or builder or by the owner of the property on which the work is being performed). Notwithstanding the foregoing, Developer shall have no right to terminate a Certified Inspector provided at the sole cost and expense of the City.

The City shall have the right, at its sole cost and expense, to conduct additional inspections, from time to time, of the construction of any Public Infrastructure or Public Improvement. If the City determines that any Public Infrastructure or Public Improvement is not being constructed in compliance with the Governing Regulations and the contractor or builder fails to correct the non-compliance within a reasonable period of time after notice thereof, the City shall have the right to enforce compliance and to stop new work on the Public Infrastructure or Public Improvement by the issuance of a "stop-work order" until the non-compliance is corrected to the reasonable satisfaction of the City.

(b) Dedication of Public Infrastructure and Public Improvements to City. Upon completion, Public Infrastructure and Public Improvements shall be dedicated and conveyed to, and accepted by, the City. As a condition to the City's final acceptance of any Public Infrastructure or Public Improvement, the following shall be delivered to the City:

- (i) a report of a Certified Inspector concerning the subject Public Infrastructure or Public Improvement, in form satisfactory to the City in its reasonable judgment;
- (ii) executed Affidavit of Payment, bills of sale, assignments, or other instruments of transfer (and evidence of recordation thereof in the deed records of the County) reasonably requested by the City;
- (iii) utility, drainage, and other easements or rights-of-way (and evidence of recordation thereof in the deed records of the County) that are related to or necessary for use of the subject Public Infrastructure or Public Improvement; and

- (iv) all bonds, warranties, guarantees, and other assurances of performance, “record” drawings in both hard copy and digital (PDF and CAD) and sealed by the Developer’s Engineer pursuant to Chapter 1001, as amended, Texas Occupations Code, easements, project manuals and all other documentation related to subject Public Infrastructure or Public Improvement.

After delivery of the foregoing, and upon the City issuing to Developer a letter indicating satisfaction of the conditions precedent to such acceptance pursuant to and in accordance with this Agreement, Developer shall, by proper instrument (as agreed to by the City and Developer), dedicate the subject Public Infrastructure or Public Improvement to the City and cause such dedication to be recorded in the deed records of the County. The City shall then accept each such completed Public Infrastructure or Public Improvement for ownership, operation, and maintenance within twenty (20) business days of such dedication.

(c) City to Own, Operate and Maintain Dedicated Public Improvements and Public Infrastructure. From and after the time of the City’s final acceptance of Public Infrastructure or a Public Improvement, the City will own, operate, and maintain each such Public Infrastructure or Public Improvement and shall be responsible for all costs associated therewith.

(d) Developer Access to Dedicated Public Infrastructure and Public Improvements. Upon the City’s acceptance of Public Infrastructure or a Public Improvement within a particular Approved Plat, Developer shall be allowed to connect, access or otherwise utilize the dedicated Public Infrastructure or Public Improvement in such a manner to serve lots or tracts within the particular Phase, subject to (i) payment to the City of applicable Impact Fees, rates, charges and other connection fees, as and to the extent applicable, and (ii) satisfaction of any such connection, access, or use requirements of any Governing Regulation.

### **3.02 Water and Wastewater Service.**

(a) To provide for delivery of retail water and wastewater service to the Property, the City and the Developer shall enter into the USA.

(b) For water service capacity (in the form of living unit equivalents (“LUEs”) to be allocated to the Property, the Developer has entered into the Multi-Party Agreement to facilitate City water system expansion to enable provision of service to the Project. The terms by which the Developer may access this capacity, which includes the Developer’s payment (or its causing to be paid) the water system capacity allocation charge, shall be specified in the USA.

(c) For the wastewater service capacity (in the form of LUEs) to be allocated to the Property, which capacity the City is in the process of obtaining, the Developer shall pay to the City the applicable Impact Fees, in accordance with, at the times and in the amounts specified in the Code, as further specified in the USA.

(d) The Developer shall, at its expense, design, construct, acquire and install all offsite (relative to the Property) improvements necessary to connect to the Phase I System Improvements to permit retail water and wastewater service to the Property. The design of these offsite improvements shall be coordinated with and approved by the City engineer. Subject to the



City's reimbursement to the Developer of the incremental cost associated therewith, the offsite improvements that are the subject of this Subsection (c) shall include capacity oversizing requirements as and to the extent required by the City, if at all.

(e) To permit adequate water and wastewater service capacity available to the Property, in addition to the capacity initially allocated thereto from the Phase I System Improvements as described above, to allow complete Project development as herein contemplated, the Developer shall participate in the City's development of the Phase II System Improvements. This participation shall include (but not be limited to) notification to the City of the additional capacity (in LUEs) required for completed Project development, the general timing of the need for such additional capacity, assisting the City in the design and identification of the optimal location of components of the Phase II System Improvements, modifying (to the extent necessary or reasonably required) the final Project design to accommodate Phase II System Improvements design, and providing necessary easements, rights of way, leases, or other real property interests on those portions of the Property that have been identified in the design process as optimal locations for components of the Phase II System Improvements. As evidence of its commitment to participate in the development of the Phase II System Improvements, the Developer has entered into that certain Multi-Party Agreement to Pay Costs of Due Diligence Associated with Planned City Utility System Expansion, dated as of September 14, 2021, the terms of which shall control regarding the subject matter of this Section 3.05(d).

### **3.03 Commitment to Major Thoroughfare Plan.**

(a) The Developer hereby commits to and agrees to accommodate the provisions of the Major Thoroughfare Plan that impact the Property, to be reflected in the final Project designs, plans, specifications, and plats.

(b) The Major Thoroughfare Plan identifies the general thoroughfare route that traverses the Property. The City shall, not later than 180 days after the Effective Date, deliver to the Developer the final route for the portion of the Major Thoroughfare Plan that impacts the Property (the *Final Route*) to permit the Developer to complete the Project's design.

(c) The Developer hereby agrees to dedicate to the City (or another political subdivision or agency of the State as directed by the City) right-of-way of not more than 120 feet in width for the East/West component of the MTP Segment and approximately 70 feet for the North/South component of the MTP Segment to accommodate the MTP.

(d) Notwithstanding any provision hereof to the contrary regarding timing, the Developer shall, if requested by the City and (if so), upon the timing specified thereby, cause the construction of the MTP Segment in accordance with the plans and specifications thereto provided by the City; provided, however, that in lieu of the Developer itself developing and constructing the MTP Segment, the Developer shall, if requested by the City, deliver the amount it had budgeted toward this cost to the City or another political subdivision that has assumed or been assigned responsibility for developing and constructing all or any part of the MTP (including the MTP Segment).

### **3.04 City Sign; Developer Capital Contribution.**



(a) As additional consideration for the City’s entering into this Agreement, the Developer has agreed, at an actual cost not to exceed \$25,000 to design and construct on a portion of the Property and, upon completion, dedicate to the City a sign and monument welcoming vehicular traffic to the City as generally located as indicated in **Exhibit F** attached hereto (such sign and monument, the *Sign*; the Developer’s efforts and payment of costs to deliver the Sign, the *Developer’s Capital Contribution*).

(b) Developer representatives and consultants shall coordinate with City staff, working by and through the City Administrator, to complete the design, construction, and dedication of the Sign.

(c) The City shall have full control over final approval of the Sign’s design. The Developer shall coordinate design renderings to the City and submit for approval by the City Council not later than the first (1<sup>st</sup>) anniversary of the Effective Date. Thereafter, the Developer shall undertake development activities relative to the Sign (which shall be completed and dedicated to the City not later than the first (1<sup>st</sup>) anniversary of the City Council’s approval of the Sign’s design).

(d) Following dedication, the City will own, operate, and maintain the Sign.

**3.05 Commercial Project Construction Standards.**

Structures within the Commercial Area shall be constructed pursuant to and in accordance with the Governing Regulations and in a manner that will accommodate and facilitate commercial development of the general type that will enhance the business and retail opportunities and amenities of the City’s residents, to include restaurants, retail, and medical and other professional office space. Compliance with the Design Criteria shall be achieved by development of facilities within the Commercial Area in accordance with the site plan.

(a) Specific Standards. The Developer shall incorporate or cause to be incorporated into the Project’s development the following attributes:

- (i) Utilities. Service line utility extensions for electrical, telephone and broadband internet shall be permitted to be installed overhead along the perimeter of the private lots. Utilities to service structures on each individual lot shall be underground.
- (ii) All outdoor lighting fixtures shall be designed and installed to minimize light spill, glare and skyglow.
- (iii) Landscaping. The Developer shall comply with the City’s landscaping standards as of the Effective Date.
- (iv) Safety and way-finding signage incorporating the following elements:

(1) Blades:

a. Printed on 080 Aluminum, 100% coverage in prismatic

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color, reflective, UV rated;

b. 9” tall, using oversized bracket detail to eliminate tilt; and

c. Blades can either have standard or wrap around assembly.

(2) Poles:

a. Lighter gauge round pole, made to bend if hit by car (cheaper and easier to replace);

b. 2-3/8” round tube BWG-T poles (option provided by Texas Department of Transportation) galvanized or painted (vinyl guard coated if required); and

c. topped with a matching “ball cap”.

(3) Sign foundation to be built so that if a sign needs to be replaced, the foundation can be reused.

(b) Prohibited Uses. The following uses shall not be permitted within the Project: i) sexually oriented business, or shops dedicated primarily to the sale of drug or tobacco paraphernalia, ii) vape shops, iii) unlicensed massage parlors, iv) flea markets, v) bingo halls, vi) pawn shops, vii) payday lenders, and viii) truck stops.

(d) \_\_\_\_\_

**ARTICLE 4  
CHAPTER 380 PROGRAM**

**4.01 Generally.** Other than their inclusion as a Capital Cost and Financing Cost respectively, as herein described, the Public Infrastructure and Public Improvements shall be developed, constructed, and dedicated by the Developer at no expense to the City, and the Developer Capital Contribution is made available to the City with no payment or reimbursement obligation of the City. These Project-related public financial benefits, when combined with the potential population increase, increased property tax revenue, increased sales and use tax revenue, increased utility service customer base, and other benefits potentially created by the Project, are intended to provide a catalyst to the economy of the City in numerous ways. In exchange for delivery of these Project-related public financial benefits, the City agrees to provide Developer with the economic development incentives as outlined below.

**4.02 Grants.** In exchange for Developer’s satisfaction of its duties and obligations hereunder, the City shall grant, convey and deliver to Developer, at the times, in the amounts, subject to the limitations and otherwise in accordance with the terms hereafter provided, financial incentives, in an amount equal to the Developer’s Costs, in the form of the Grants. The Grants are made, granted, conveyed, and delivered to Developer pursuant to and in furtherance of the

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Economic Development Program established in the Authorizing Ordinance.

Grants shall be funded by the City solely from, and subject to the availability of, City Ad Valorem Taxes and City Sales Taxes in amounts sufficient to fund the Ad Valorem Tax Grant and the Sales Tax Grant (being the amounts at such time on deposit in the City Ad Valorem Tax Proceeds Subaccount and City Sales Tax Proceeds Subaccount, respectively, of the Grant Proceeds Collection Account), and from no other source of City funds or revenues. The City makes no representations or warranties as to the sufficiency or availability of City Ad Valorem Taxes and City Sales Taxes to fund the Grants and because this City payment obligation is so limited as to source and amount as heretofore described, Developer and City agree that the City's obligation to pay Grants to Developer does not result in the creation of a City debt as prohibited by the state constitution. No lien is granted, nor does Developer possess any right of access, priority, or preference to the City Ad Valorem Taxes or the City Sales Taxes or amounts from time to time on deposit and held in the Grant Proceeds Collections Account or the subaccounts thereof.

As stated above, Grants shall only be paid to Developer subject to the availability of City Ad Valorem Taxes and City Sales Taxes to fund the Grants from amounts at such time on deposit in the Grant Proceeds Collection Account. Further, Grants shall only be made to Developer for those Developer's Costs actually incurred and, regarding Public Infrastructure and Public Improvements with respect to which the subject Developer's Costs relate, such Public Infrastructure or Public Improvements shall have been conveyed to and accepted by the City or other applicable or appropriate local governmental entity pursuant to Section 3.04 hereof.

**4.03 Grant Proceeds Collection Account.** In the Authorizing Ordinance, the City has established the Grant Proceeds Collection Account and, within such Account, the City Ad Valorem Tax Proceeds Subaccount, and the City Sales Tax Proceeds Subaccount. As required by the Authorizing Ordinance, the City shall deposit to the applicable subaccount of the Grant Proceeds Collection Account, as received, City Ad Valorem Taxes and City Sales Taxes, an amount equal to ~~seventy-five~~<sup>seventy-five</sup> percent (75%) of the City Ad Valorem Taxes and the City Sales Taxes, respectively. Upon receipt, (i) City Ad Valorem Taxes shall be deposited to the City Ad Valorem Tax Proceeds Subaccount of the Grant Proceeds Collection Account and (ii) City Sales Taxes shall be deposited to the City Sales Tax Proceeds Subaccount of the Grant Proceeds Collection Account.

**4.04 Payment of Grants; Grant Installment Payment Dates.** Grants shall be funded in installments (each, a "Grant Installment") on each Grant Installment Payment Date solely from and to the extent of availability of funds on deposit in the Grant Proceeds Collection Account. Each Grant Installment shall equal to the lesser of (i) the amount of eligible Developer's Costs included in a Developer's Reimbursement Request (defined herein) received by City from Developer in accordance with Section 5.05 hereof prior to the subject Grant Installment Payment Date, plus any eligible Developer's Costs included in any previously-submitted Developer's Reimbursement Request that remain unpaid because of unavailability of funds in the Grant Proceeds Collection Account, and (ii) the amount of funds at such time on deposit in the Grant Proceeds Collection Account. The City shall make Grant Installment payments on each Grant Installment Payment Date by withdrawing from the Grant Proceeds Collections Account an amount of money equal to the Grant Installment to be paid on such date, calculated in the manner hereinbefore described, and delivering such sum to Developer, by check, to the address identified in Section 8.04 hereof.

**4.05 Developer Reports; Requests for Grant Installment Payment.** When Developer has incurred Developer's Costs pursuant to the terms of this Agreement, and unless such Developer's Costs are the subject of a previously-submitted Developer's Reimbursement Request, Developer shall, not later than the fifteenth (15<sup>th</sup>) calendar day of the month preceding the month in which occurs the next Grant Installment Payment Date, deliver to the City a Developer's Reimbursement Request, which request shall be substantially in the form attached hereto as **Exhibit D** and include:

- (a) the amount of Developer's Costs;
- (b) a statement of no default hereunder;
- (c) documentation evidencing the name and address of the entity or entities that performed the work or service for which such Developer's Costs were incurred, a description of the contract pursuant to which the payment is made, the amount of such payment, the original contract amount, total payments made to date on such contract, adequate proof of payment (i.e., cancelled checks and invoices for said payments, if available, or properly executed Affidavit of Payment);
- (d) an estimate of remaining work to be completed on the specific Phase, the cost of such remaining work, and the anticipated timing of its completion;
- (e) if the Developer's Reimbursement Request relates to Developer's Costs incurred with respect to any Public Infrastructure or Public Improvements; and
- (f) with respect to any Developer's Costs included in the Developer's Reimbursement Request that are Financing Costs, appropriate receipts, ledgers, or other documentation evidencing Developer's incurrence of such Financing Costs.

The City is not obligated to fund any Developer's Reimbursement Request until such time as all documentation required by this Section shall have been submitted to the City and determined, in the City's reasonable judgment, to be accurate and complete. The City shall have ten (10) calendar days after receipt of a Developer's Reimbursement Request to object to any matter contained therein, after which Developer may remedy such objection(s) and resubmit the Reimbursement Request. Upon determination of satisfactory completion of the requirements under this Section, the City shall fund the Developer's Reimbursement Request on the next occurring Grant Installment Payment Date that is at least five (5) calendar days after the date of the City's determination of satisfaction.

**4.06 Continued Delivery of Developer's Reimbursement Requests; City's Continuing Obligation to Pay.** Developer shall continue to submit Developer's Reimbursement Requests until such time as the total amount of Developer's Costs included in all Developer's Reimbursement Requests equal to the Maximum Disbursement Amount have been reimbursed. Subject to the amounts at such time held in the Grant Proceeds Collection Account, the City shall pay Grant Installments on each Grant Installment Payment Date through the Final Grant Installment Payment Date; provided, however, that if, on the Final Grant Installment Payment Date, the aggregate amount of Grant Installments total an amount less than the Maximum Disbursement Amount, the City shall have no obligation to reimburse Developer for Developer's

Costs that at such time remain unreimbursed. As of the Final Grant Installment Payment Date, the City shall have no continuing obligation to fund Grants from the Grant Proceeds Collection Account and those City Ad Valorem Taxes and City Sales Taxes that have previously been required to be deposited to the Grant Proceeds Collection Account shall be available for use by the City and shall immediately be transferred to the City’s General Fund for utilization for any lawful purpose.

**4.07 City Takeover.** Not later than the thirtieth (30<sup>th</sup>) day prior to any Grant Installment Payment Date, the City may provide written notice to Developer of its intent to assume the financial responsibility for delivering Public Improvements and Public Infrastructure that have not yet been completed by Developer (such event, a “City Takeover Event”). Any such notice shall be accompanied by action of the City Council evidencing the City’s agreement to complete any incomplete Public Infrastructure and Public Improvements and (ii) pay to Developer on the next occurring Grant Installment Payment Date, all Developer’s Costs that at such time remain outstanding and unpaid and Developer’s development costs for Public Infrastructure and Public Improvements that are at such time in progress but incomplete or not yet conveyed and dedicated to the City. After receipt of notice of a City Takeover Event, the Developer shall include in the next Developer’s Reimbursement Request all expenses of the type heretofore described for review, approval, and payment by the City on the applicable Grant Installment Payment Date. The City shall pay amounts owed to Developer on the Grant Installment Payment Date that occurs after delivery to Developer of a notice of City Takeover Event from funds on deposit in the Grant Proceeds Collection Account or any other source of funds that are lawfully available to the City.

ARTICLE 5  
GENERAL REQUIREMENTS

**5.01** Developer agrees as good and valuable consideration for this Agreement that construction of the Improvements by Developer will be in accordance with all applicable federal, state, and local laws, city codes, ordinances, rules and regulations.

**5.02** Construction plans for the Improvements constructed on the Property by the Developer will be filed with the City, which shall be deemed to be incorporated by reference herein and made a part hereof for all purposes.

**5.03** Developer agrees to maintain the Improvements owned by it during the term of this Agreement in accordance with all applicable federal, state and local laws, city codes, ordinances, rules and regulations.

ARTICLE 6  
ANNEXATION

**6.01 Petition for Annexation into City.** Developer hereby agrees to the voluntary, full-purpose annexation of any portion of the Property outside the corporate limits of the City into the City and shall submit a petition requesting the annexation of the Property in the form attached

hereto as **Exhibit H** (the “Petition”).

**6.02 City Council Action.** City action initiating Property annexation shall occur as soon as practicable after the Effective Date and after the City’s receipt of the completed Petition, which shall include the steps required under Chapter 43 for the full-purpose annexation of all Property. Notwithstanding its full-purpose annexation of the Property, provision of City services, including extension of Public Infrastructure, to the Property shall be made subject to this Agreement and no other agreement, regulation, or law.

**ARTICLE 7  
MUNICIPAL SERVICES**

**7.01 Retail Municipal Utility Services.** The City shall provide Retail Municipal Utility Services to lots within the Property and will connect each structure to the City’s water, sewer, and gas system upon payment of applicable fees and issuance of a certificate of occupancy for the structure. Retail Municipal Utility Services will be delivered pursuant to and in accordance with State law and the Governing Regulations, and rates and charges for such services imposed pursuant to and in accordance with the Retail Municipal Utility Services Rate Ordinance.

**7.02 Police Services.** The City shall, upon annexation (and not before), provide police service to the Property.

**7.03 Electric Service.** Retail electric service shall be provided to the Property by City Public Service Board of San Antonio, Texas, also known as CPS Energy, subject to a franchise fee paid by CPS Energy to the City.

**7.04 Fire and Emergency Response Services.** Fire and emergency response services to the Property will be provided by a Texas political subdivision having jurisdiction over such area and charged with the responsibility of providing such services, initially being the Medina County Emergency Services District No. 1.

**ARTICLE 8  
ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS; SUCCESSORS**

**8.01 Assignment of Developer Rights.** Developer may assign in whole or part its rights and obligations under this Agreement to persons purchasing all of the Property or a part of the Property. In the event Developer assigns all of its respective rights under this Agreement in conjunction with the conveyance of any unplatted portion of the Property, a written assignment of said rights must be filed of record in the Official Public Records of the County in order to be effective.

Because the City’s entering into this Agreement with Developer is conditioned, in part, on Developer’s demonstrated skill, expertise, and financial resources with respect to the development of projects similar to the Project, demonstrating its ability to satisfy its obligations arising under

this Agreement, any assignment by Developer of its rights hereunder shall be subject to the City’s approval, not to be unreasonably withheld; provided, however, an assignment by Developer to any Developer-affiliated entity does not require approval by the City. In connection with any request for approval of assignment Developer shall provide to the City evidence of the assignee’s similar experience, resources, and financial resources that are demonstrative of such assignee’s ability to complete Project development in a manner at least equal to those of Developer.

**8.02 Lot Conveyance Not an Assignment.** The mere conveyance of a lot or any portion of the Property without a written assignment of the Developer rights under this Agreement shall not be sufficient to constitute an assignment of the rights or obligations of Developer hereunder, unless specifically provided herein.

**8.03 Agreement Binding on Assigns.** In the event of an assignment of this Agreement, Developer shall be released from any obligations of this Agreement, provided the successors or assigns agree in writing to all terms and conditions of this Agreement. Any reference to Developer or Parties shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

ARTICLE 9  
DEFAULT AND NOTICE

**9.01 Notice and Opportunity to Cure.** If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) calendar days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) calendar day period, the commencement of the cure within the thirty (30) calendar day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. Notwithstanding the foregoing, the occurrence of a Bankruptcy Event shall result in immediate default hereunder without opportunity to cure.

**9.02 Enforcement.** The Parties may enforce this Agreement by any proceeding at law or equity. Failure of either Party to enforce this Agreement shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. The Parties agree that monetary damages are not a sufficient remedy for a default of this Agreement. As a remedy for default, the non-defaulting party shall be entitled to equitable relief, including specific performance of this Agreement, but not monetary damages. In addition to the foregoing, a remedy to each Party for the other’s default hereunder, after compliance with Section 9.01 hereof, shall be termination of this Agreement; provided, however, that no termination of this Agreement by a Party as a result of the other Party’s default shall allow the reduction or elimination of the Developer’s right to receive Grants equal to the amount of Capital Costs as of such time of termination incurred, plus, with respect to Capital Costs, Financing Costs accrued or to accrue thereon until such time of reimbursement in the form of Grants in accordance with the applicable terms of this Agreement. The City shall be under no



obligation to honor a Developer's Reimbursement Request while Developer's default under the terms of this Agreement has occurred and is at such time continuing and uncured.

**9.03 Litigation.** In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Developer and the City intend to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the City Council and shall be covered by Article 12 hereof, as applicable. The filing of any third-party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project or Project development or Grant Installment Payments, unless otherwise required by a court of competent jurisdiction.

**9.04 Notices.** Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery; or (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to City or Developer, as the case may be, at the address stated below.

Any notice mailed to the City shall be addressed:

City of Castroville  
Attn.: City Administrator  
1209 Fiorella St.  
Castroville, Texas 78009

With a copy to:

Daniel C. Jones  
Denton, Navarro, Rodriguez, Bernal,  
Santee & Zech, P.C.  
~~2517 North Main Avenue 2500 W.-~~  
~~William Cannon Dr., Suite 609~~  
~~San Antonio, Austin, Texas~~  
~~78212745~~

Any notice mailed to the Developer shall be addressed:

Victory Lane Partners, Ltd.  
Attn: Greg Gibson  
9311 San Pedro, Suite 850  
San Antonio, Texas 78216

With a copy to:

Killen, Griffin & Farrimond, PLLC  
Attn: Rob Killen



10101 Reunion Place, Suite 250  
San Antonio, Texas 78216

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

#### ARTICLE 10 CERTIFICATE OF COMPLIANCE

Within thirty (30) calendar days of written request by either Party given to the other Party requesting a statement of compliance with this Agreement, the other Party will execute and deliver to the requesting Party a statement certifying that:

- (a) this Agreement is unmodified and in full force and effect, or if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification; and
- (b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default.

#### ARTICLE 11 REPRESENTATIONS, WARRANTIES, AND COVENANTS

**11.01 Mutual Representations, Warranties and Covenants of the Parties.** The Parties acknowledge that each Party is acting in reliance upon the other Party's performance of its obligations under this Agreement in making the decision to commit substantial resources and money to the Project's development. In recognition of such mutual reliance, each Party represents and warrants to the other that it shall employ commercially reasonable efforts to perform its duties and obligations hereunder and shall adhere to the requirements of this Agreement.

##### **11.02 City Representations, Warranties and Covenants.**

(a) The City covenants, represents and warrants to Developer that the City has and shall exercise *sole* and exclusive jurisdiction over the review and approval of preliminary and final plats, the inspection of Public Infrastructure and Public Improvements (except to the extent that such inspection responsibilities are undertaken by a Certified Inspector pursuant to Section 3.01(a) hereof) and the issuance of Certificates of Occupancy for Structures.

(b) As stated in Article 5, the City shall pay, but only from and to the extent of the availability of amounts from time to time *held* in the Grant Proceeds Collection Account, respectively, the Developer's Costs, in the form of Grants, as and when required by (but subject to the limitations of) this Agreement.

(c) The City shall place no lien on, pledge, or otherwise encumber the City Ad Valorem

Taxes or City Sales Taxes required to be deposited to the Grant Proceeds Collection Account or the amounts from time to time on deposit in the Grant Proceeds Collection Account.

(d) The City recognizes this Agreement as a development agreement under Subchapter G of Chapter 212.

(e) The City recognizes this Agreement as an economic development agreement under Chapter 380.

(f) To the extent required to implement Project development, the City shall provide necessary waivers and variances to the Code as herein provided.

(g) The City has, pursuant to the Authorizing Ordinance, taken all requisite and necessary actions to enter into this Agreement, and this Agreement represents a valid and binding agreement of the City, subject to governmental immunity and principles of bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity.

(h) To the extent (but only to the extent) its obligations are not uncertain or in dispute, the City is not entitled to claim immunity on the grounds of sovereignty from (i) relief by writ of mandamus to perform its obligations hereunder or (ii) enforcement by writ of mandamus of its payment obligations with respect to amounts due to Developer pursuant to the terms of this Agreement.

#### **11.03 Developer Representations, Warranties and Covenants.**

(a) The Developer hereby represents to the City that it owns the Property, free and clear of any and all liens or mortgages

(b) The Developer hereby warrants and covenants to the City that any prospective lien, mortgage, or encumbrance on any portion of the Property shall be made subject to the dedication of Public Infrastructure and Public Improvements, as indicated on the Approved Plat that is applicable to the portion of the Property to be subject to any such lien, mortgage, or encumbrance.

(c) Developer agrees to dutifully, diligently, and continually work to develop the Property and shall complete, or cause to be completed, the Public Infrastructure and Public Improvements and pay their costs, notwithstanding the actual costs of those Public Infrastructure and Public Improvements exceeding the Capital Costs therefor identified herein.

(d) Developer shall deliver to the City the Public Infrastructure, the Public Improvements, and the Developer's Capital Contribution at the times, in the amounts, and in the condition required by the terms of this Agreement.

(e) Developer shall provide, or cause to be provided, all materials, labor, and services for completing the Public Infrastructure and Public Improvements, which materials, labor, and services shall be of adequate quality when graded against industry standards.

(f) Developer agrees to obtain or cause to be obtained all necessary permits and

approvals required by any Governing Regulation from the City and/or all other governmental entities having jurisdiction or regulatory authority over the construction, installation, operation, or maintenance of improvements within the Property and, with respect thereto, pay or cause to be paid all applicable permit, or similar, license fees.

(g) Developer acknowledges and agrees that, pursuant to State law, Developer is required to make information regarding its contractual relationships regarding construction or acquisition of Public Infrastructure and Public Improvements generally available as public records and, with respect thereto, Developer acknowledges and agrees that any information provided by Developer to the City with respect to the Public Infrastructure and Public Improvements, this Agreement, and any work performed by Developer, a contractor, or a subcontractor for any Public Infrastructure and Public Improvements (including pricing and payment information) may be subject to public disclosure by the City pursuant to applicable law.

(h) Developer shall use good faith, commercially-reasonable efforts to obtain the best price (taking into account the reputation of relevant contractors and vendors and all other reasonable factors) and quality of goods and services (including from Developer affiliates) in connection with the development, construction, financing and acquisition of any Public Infrastructure and Public Improvements.

(i) Developer shall notify the City of any change in Developer's Engineer.

(j) Developer shall prepare, or cause to be prepared, for each Phase of the Project, plats that are compliant with applicable provisions of the Governing Regulations and shall submit such plats to, and have such plats approved by, the City prior to starting any construction in said Phase.

(k) Developer shall supervise the construction of the Project and cause the construction to be performed in accordance any Approved Plats.

(l) If substantial completion of the Project is delayed by reason of Force Majeure, governmental restrictions, regulations, fire or other casualty, court injunction, necessary condemnation proceedings, interference by third parties or drop in overall economic conditions, or any circumstances reasonably beyond Developer's control, then following written request of Developer made to the City (which request shall document the relied-upon reason for delay), the deadlines set forth in the construction schedule shall be extended by the period of each such delay (which period shall be evidenced in the aforementioned request).

(m) Development services that are performed by the Developer hereunder shall be enforced in compliance with the Governing Regulations.

(n) all personnel supplied or used by Developer in the performance of its obligations arising under this Agreement shall be deemed employees, contractors or subcontractors of the Developer and shall not be considered employees, agents, or subcontractors of the City for any purpose whatsoever. The Developer shall be solely responsible for the compensation of all such personnel.

(o) Developer acknowledges and agrees that it is subject as an employer to all applicable unemployment compensation statutes and agrees to indemnify and hold harmless the

City from any and all responsibilities thereunder toward employees of Developer.

(p) As and to the extent applicable, Developer shall comply with all regulations concerning employment of labor required by law (including, but not limited to, Chapter 2258 requiring the Developer to pay prevailing wages to workers, which shall be determined using the wage scales from time to time published online by Wage Determinations online at [www.wdol.gov/wdol/scafiles/davisbacon/tx.html](http://www.wdol.gov/wdol/scafiles/davisbacon/tx.html)). The reference to this source of prevailing wages is not a warranty, guaranty or other representation by the City that adequate numbers of skilled or unskilled workers are actually available in the local market to perform the required services or that workers may be hired for the wages identified in the such prevailing wage schedule.

(q) Developer hereby represents, warrants, and covenants for the benefit of the City:

- (i) Developer is a limited partnership, duly organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated;
- (ii) Developer has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Developer;
- (iii) this Agreement is a valid and enforceable obligation of the Developer and is enforceable against the Developer in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity;
- (iv) Developer will not include any costs that are not Developer's Costs in any Developer Reimbursement Request;
- (v) Developer will diligently follow all procedures set forth in this Agreement with respect to its request for payment of Grant Installments;
- (vi) Developer understands the duties, limitations, and responsibilities imposed upon the City under the applicable State law having application to matters that are the subject of this Agreement, including Project development, its making of the Grants, and the development, construction, and dedication of the Public Infrastructure and Public Improvements; and
- (vii) Developer has sufficient knowledge, experience, and financial resources to perform its obligations under this Agreement in accordance with all duties, obligations, regulations, Governing Regulation requirements, and other applicable law affecting or required to perform the development work with respect to the Project and, in this regard, the Developer shall bid, procure, supervise, manage, perform, and from time to time provide

information relating to such development work regarding Project development in compliance with all duties, obligations, regulations, code and legal requirements arising under any Governing Regulation with jurisdiction over the subject development work and the Project.

(r) Developer has delivered, unless exempted under State law, the Certificate of Interested Parties Form 1295 (“Form 1295”) and certification of filing generated by the Texas Ethics Commission’s electronic portal, signed by an authorized agent, prior to the execution of this Agreement by the City and Developer. Developer and the City understand that none of the City or any City representative, consultant, or advisor have the ability to verify the information included in Form 1295, and none of the City or any City employee, official consultant, or advisor have an obligation, nor have undertaken any responsibility, for advising Developer with respect to the proper completion of Form 1295 other than providing the identification numbers required for the completion of Form 1295.

(s) Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, as amended, and to the extent such section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Developer and exists to make a profit.

(t) Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer’s Internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable Texas or federal law and excludes Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Developer understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with Developer and

exists to make a profit.

(u) To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to *deal* with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

(v) To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, “SB 19”), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

- (1) do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” (A) means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a

firearm entity or firearm trade association. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

ARTICLE 12  
TAX INCREMENT REINVESTMENT ZONE

Prior to the Initial Infrastructure Completion Date, Developer shall, if requested by the City, take such necessary steps to allow the City’s designation of all or part of the Property as a Tax Increment Reinvestment Zone under Chapter 311. If the City so elects, and other taxing units whose jurisdiction includes the Property or such portion thereof participate in such a Zone, then the City shall be permitted to utilize any incremental tax revenues thereunder generated as a source of payment of Developer’s Costs that are reimbursable to the Developer hereunder in the form of Grants and such payment shall relieve the City from its obligation to fund Grants, in such amount of these other available funds, from City Ad Valorem Taxes and City Sales Taxes; provided, however, that such methodology of reimbursement shall not otherwise impact, modify, or lessen the City’s obligations hereunder or impose obligations on the Developer in addition to any that are herein described (unless specifically agreed to by each of the Parties and memorialized in an amendment to this Agreement in the manner specified in Section 14.05). The City agrees that if it exercises its option to create a Tax Increment Reinvestment Zone, no additional costs or fees will be imposed upon Developer other than such costs, fees, and contributions explicitly provided for herein.

ARTICLE 13  
INDEMNIFICATION

DEVELOPER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE CITY, THE CITY COUNCIL, AND ANY OTHER OFFICIAL, EMPLOYEE, AGENT, ATTORNEY, OR REPRESENTATIVE OF ANY OF THE FOREGOING (TOGETHER, THE “INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY A THIRD PARTY, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON ANY INDEMNIFIED PARTY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO DEVELOPER’S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF THE DEVELOPER, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF DEVELOPER, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES, WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT



OF ANY INDEMNIFIED PARTY. IN THE EVENT THE DEVELOPER AND AN INDEMNIFIED PARTY ARE FOUND JOINTLY LIABLE, BECAUSE OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY, BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO ANY SUCH INDEMNIFIED PARTY UNDER APPLICABLE TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES HERETO UNDER TEXAS LAW AS TO SAID

CLAIMANTS. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER SHALL IMMEDIATELY ADVISE THE CITY, IN WRITING, OF ANY CLAIM OR DEMAND AGAINST DEVELOPER OR AN INDEMNIFIED PARTY, TO THE EXTENT AND WHEN KNOWN TO THE DEVELOPER, RELATED TO OR ARISING OUT OF DEVELOPER'S ACTIVITIES UNDER THIS AGREEMENT.

In addition to the indemnification provided above, Developer shall also require each of its general contractors working on the Project to indemnify each Indemnified Party from and against any and all claims, losses, damages, causes of actions, suits and liabilities arising out of their actions related to the performance of this Agreement, utilizing (in its entirety) the same indemnification language contained herein.

**ARTICLE 14  
MISCELLANEOUS**

**14.01 Multiple Originals.** The Parties may execute this Agreement in one or more duplicate originals, each of equal dignity.

**14.02 Entire Agreement; Parties in Interest.** This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein. No person, other than a Party, shall acquire or have any right hereunder or by virtue hereof.

**14.03 Recordation.** A copy of this Agreement will be recorded in the Official Public Records of the County by the City.

**14.04 Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State. This Agreement is performable in the County. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction located in the County. Notwithstanding the foregoing, the parties hereto agree that any dispute that may arise under this Agreement shall first be submitted to non-binding mediation, or to alternative dispute resolution



proceedings, before litigation is filed in court.

**14.05 Termination or Amendment by Agreement.** This Agreement may only be terminated prior to the Termination Date or its terms amended by mutual written consent of the Parties.

**14.06 No Oral or Implied Waiver.** The Parties may waive any of their respective rights or conditions contained herein or any of the obligations of the other Party hereunder, but unless this Agreement expressly provides that a condition, right, or obligation is deemed waived, any such waiver will be effective only if in writing and signed by the party waiving such condition, right, or obligation. The failure of either party to insist at any time upon the strict performance of any covenant or agreement in this Agreement or to exercise any right, power, or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

**14.07 No Third-Party Beneficiary.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

**14.08 No Personal Liability.** None of the members of the City Council, nor any officer, agent, or employee of the City, shall be charged personally by Developer with any liability, or be held liable to Developer under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach, of this Agreement.

**14.09 Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

**14.10 Section Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

\* \* \*

**DEVELOPER:**

Victory Lane Partners, Ltd.,  
A Texas limited partnership

BY: Victory Lane Partners GP, LLC,  
a Texas limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

THE STATE OF TEXAS       §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by  
\_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

CITY OF CASTROVILLE, TEXAS

By: \_\_\_\_\_,  
\_\_\_\_\_, Mayor

Date: \_\_\_\_\_

THE STATE OF TEXAS       §  
  §  
COUNTY OF MEDINA       §

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by  
\_\_\_\_\_, \_\_\_\_\_ of City of Castroville, Texas.

\_\_\_\_\_  
Notary Public in and for the State of Texas

INDEX TO EXHIBITS

Exhibit A..... Property Description (Metes and Bounds and Location Map)

Exhibit B..... Schedule of Capital Costs

Exhibit C Commercial Area [Concept Site Plan](#), ~~Elevation Renderings, and Design Criteria~~

Exhibit D..... Developer’s Reimbursement Request

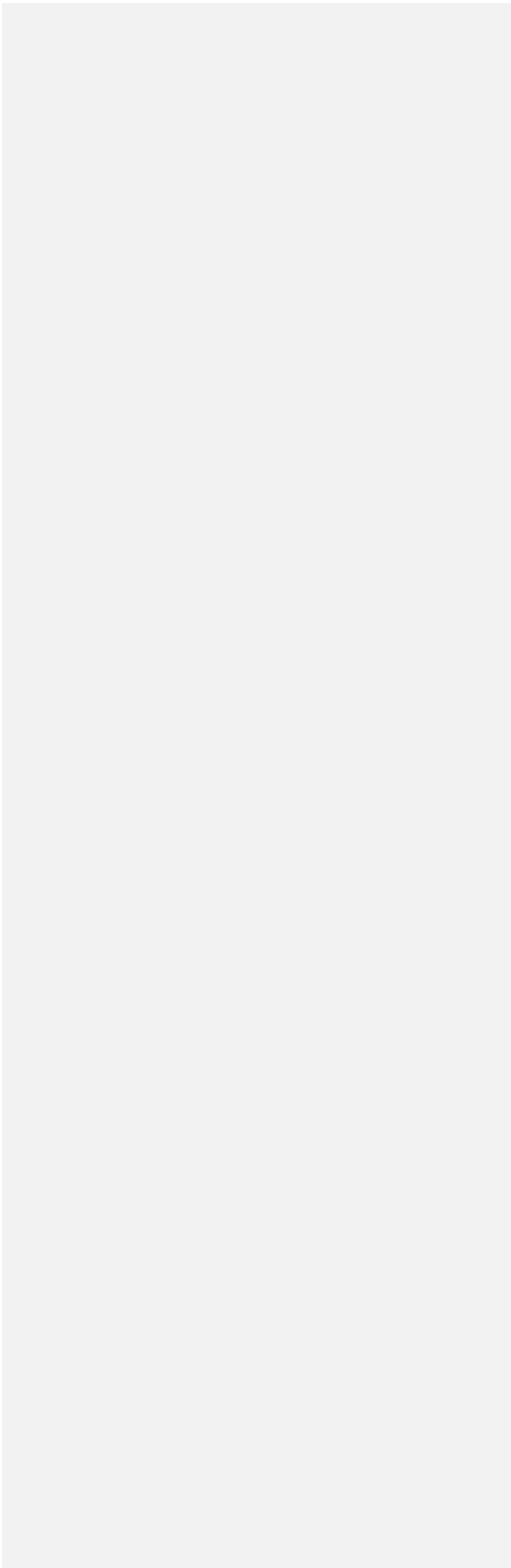
Exhibit E..... Public Infrastructure and Public Improvements

Exhibit F..... Sign

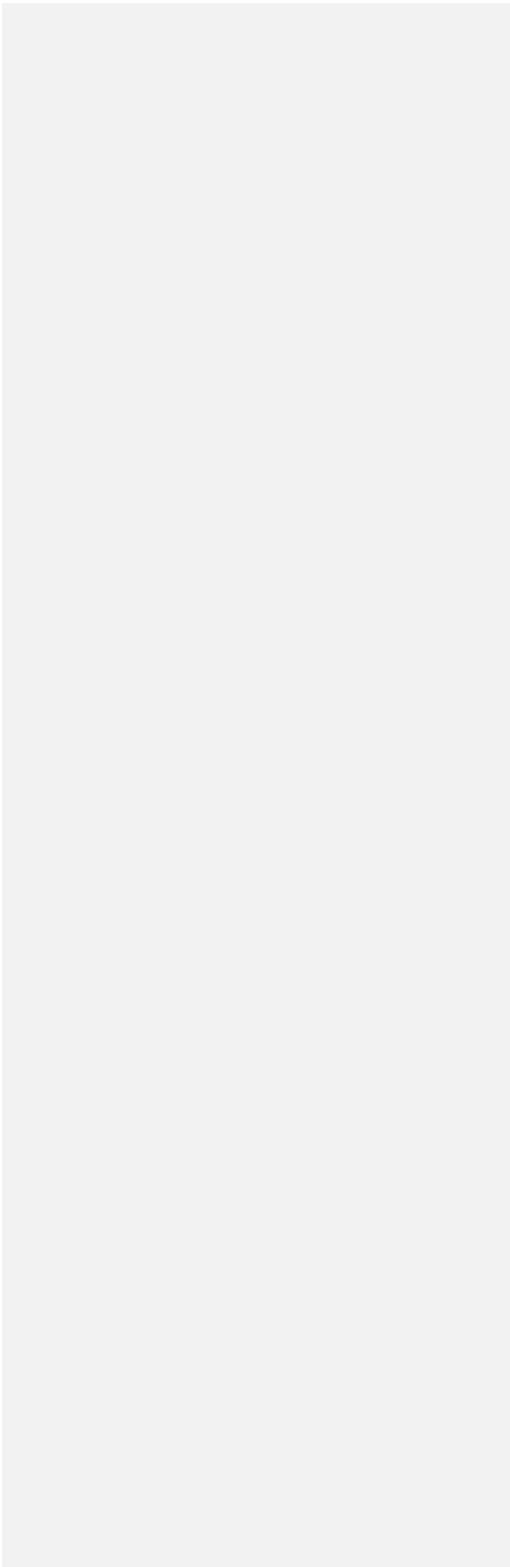
Exhibit G..... Project Development Schedule

Exhibit H..... Petition for Annexation

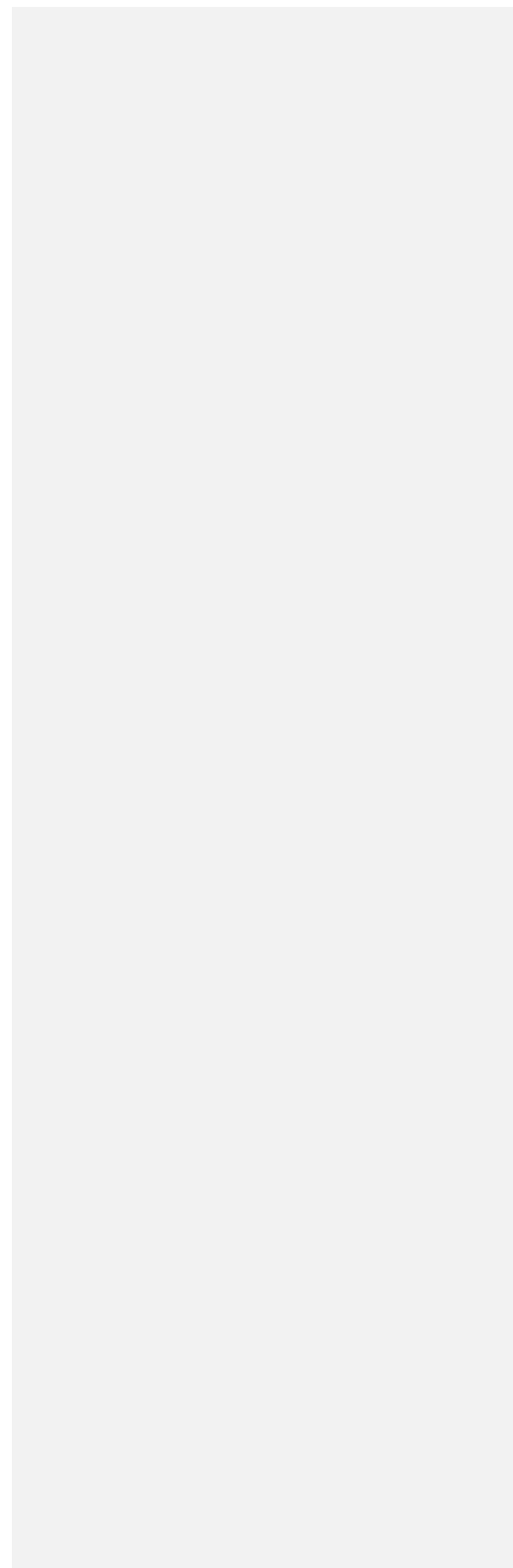
**Exhibit A**  
**Property Description (Metes and Bounds and Location Map)**



**Exhibit B**  
**Schedule of Capital Costs**



**Exhibit C**  
**Commercial Area Site Plan, Elevation Renderings, and Design Criteria**



**Exhibit D**  
**Developer’s Reimbursement Request**

THE STATE OF TEXAS           §  
   §  
COUNTY OF MEDINA         §

I, the undersigned, being an authorized representative of Victory Lane Partners, Ltd. (the “Developer”), in such capacity and in connection with this Developer’s Reimbursement Request (this “Request”), made under that certain Development Agreement (the “Agreement”), dated and effective as of \_\_\_\_\_, 2025, by and among Developer and City of Castroville, Texas, do hereby request reimbursement for the hereinafter-described Developer’s Costs actually incurred, which reimbursement shall be in the form of Grants, in the amount of \$ \_\_\_\_\_, and in connection with this Request, I DO HEREBY CERTIFY:

(i)     There now exists no default under the Agreement and no event has occurred which, with the giving of notice, passage of time, or otherwise would constitute an event of default under the Agreement.

(ii)    The representations and warranties made in the Agreement are true and correct in all material respects as of this date.

(iii)   The Developer’s Costs that are the subject of this Request represent actual costs incurred by Developer, as evidenced by the invoices, executed releases or waivers of mechanics’ and materialmen’s liens and receipted bills showing payment of all amounts due to all parties who have furnished materials or services or performed labor of any kind in connection with the Developer’s Costs heretofore referenced that are attached hereto and included herewith.

(iv)    To the date hereof, approximately \_\_% of the current Phase has been completed and the estimated completion date of all work relative to such Phase is \_\_\_\_\_, 20\_\_.

(v)     All work in furtherance of Project completion performed to the date hereof has been performed in a good and workmanlike manner.

(vi)    With respect to Developer’s Costs of Public Infrastructure or Public Improvements that are the subject of this request,

      (1)   There are no liens or encumbrances against the Public Infrastructure or Public Improvements.

      (2)   Attached herewith are the items described in Section 4.05 of the Agreement.

Capitalized terms used herein without definition have the meanings ascribed thereto in the Agreement.

DATED as of this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

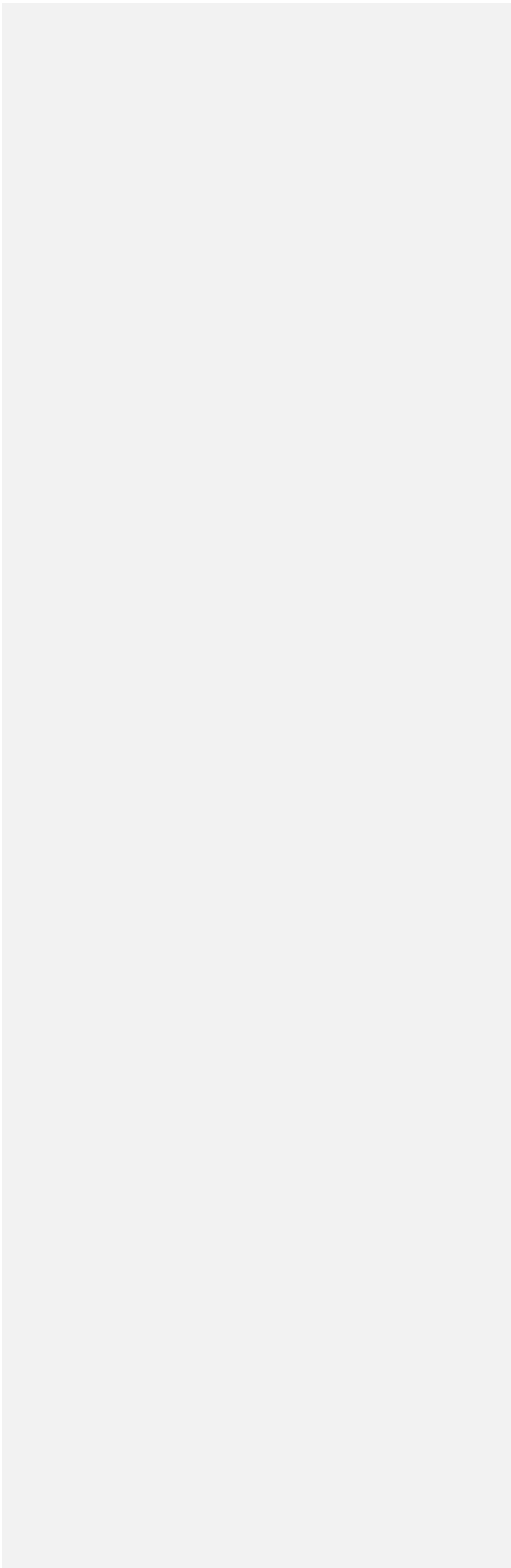


Victory Lane Partners, Ltd

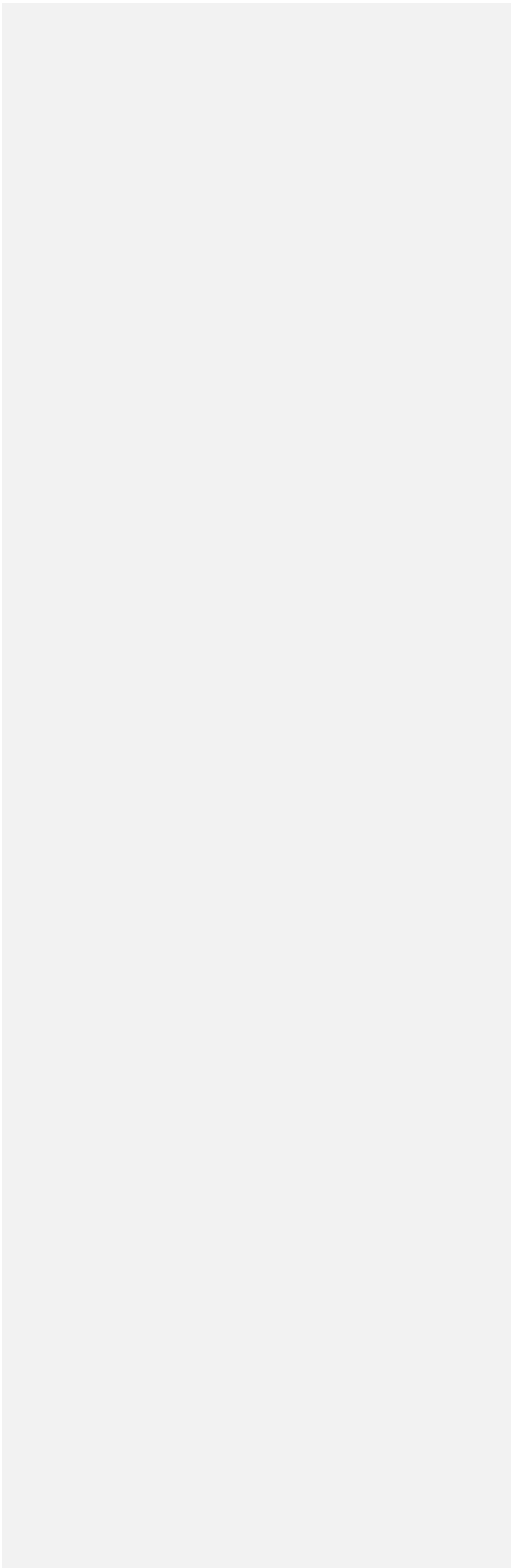
By: \_\_\_\_\_

Name: \_\_\_\_\_

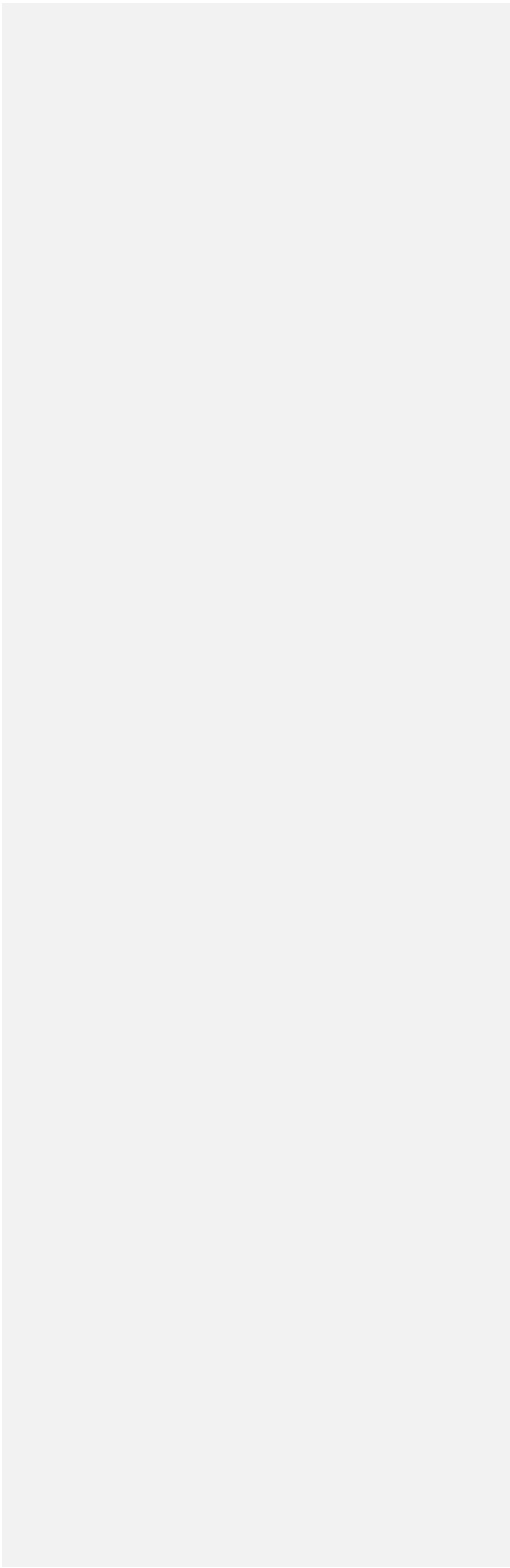
Title: \_\_\_\_\_



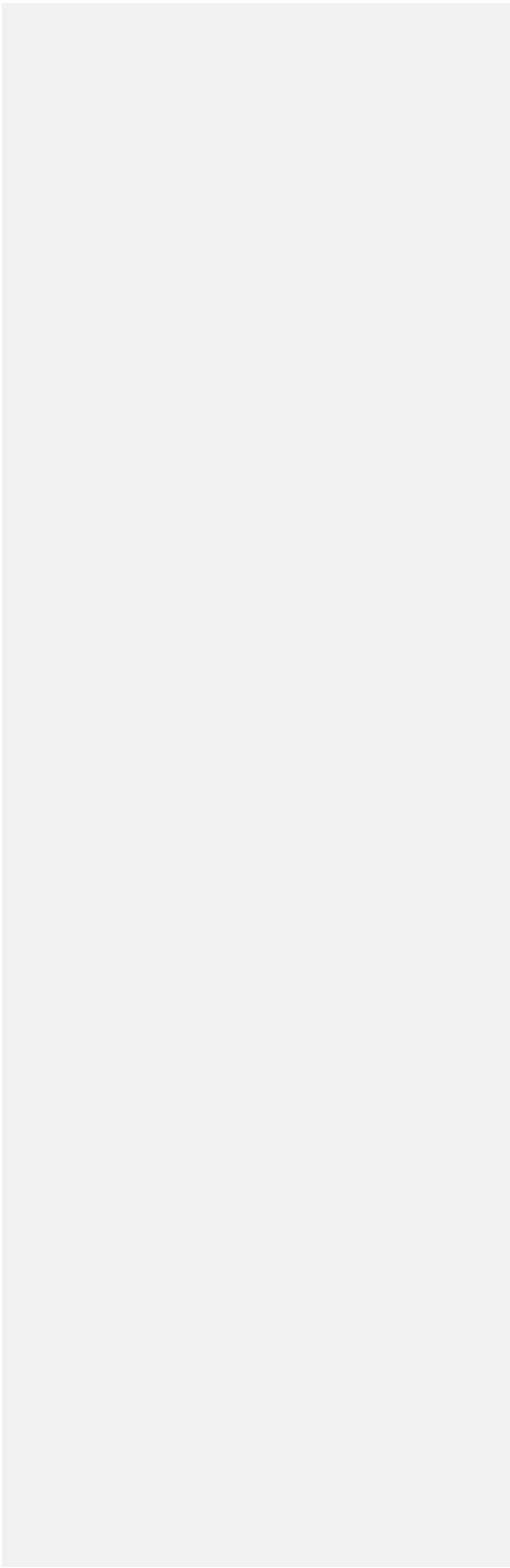
**Exhibit E**  
**Public Infrastructure and Public Improvements**



**Exhibit F**  
**Sign**



**Exhibit G**  
**Project Development Schedule**



**Exhibit H**  
**Petition for Annexation**

**PETITION FOR ANNEXATION**  
**OF LAND INTO THE CITY OF CASTROVILLE**

TO THE HONORABLE CITY COUNCIL, CITY OF CASTROVILLE, TEXAS:

We, Victory Lane Partners, Ltd., owner(s) of the land described below by metes and bounds and, being adjacent land and territory to the present corporate limits of the City of Castroville, Texas, hereby request annexation of the described land into the City of Castroville. We understand that the request does not necessarily mean that the land will be annexed, but that the City will consider the request based upon requests received from other landowners and an evaluation of services to be provided.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

***{INSERT LEGAL DESCRIPTION AND/OR ATTACH PLAT & METES AND BOUNDS  
DESCRIPTION}***

Wherefore, petitioners respectfully request that the hereinabove described land be forthwith incorporated into and become a part of the territory of the municipal corporation of the City of Castroville, Medina County, Texas.

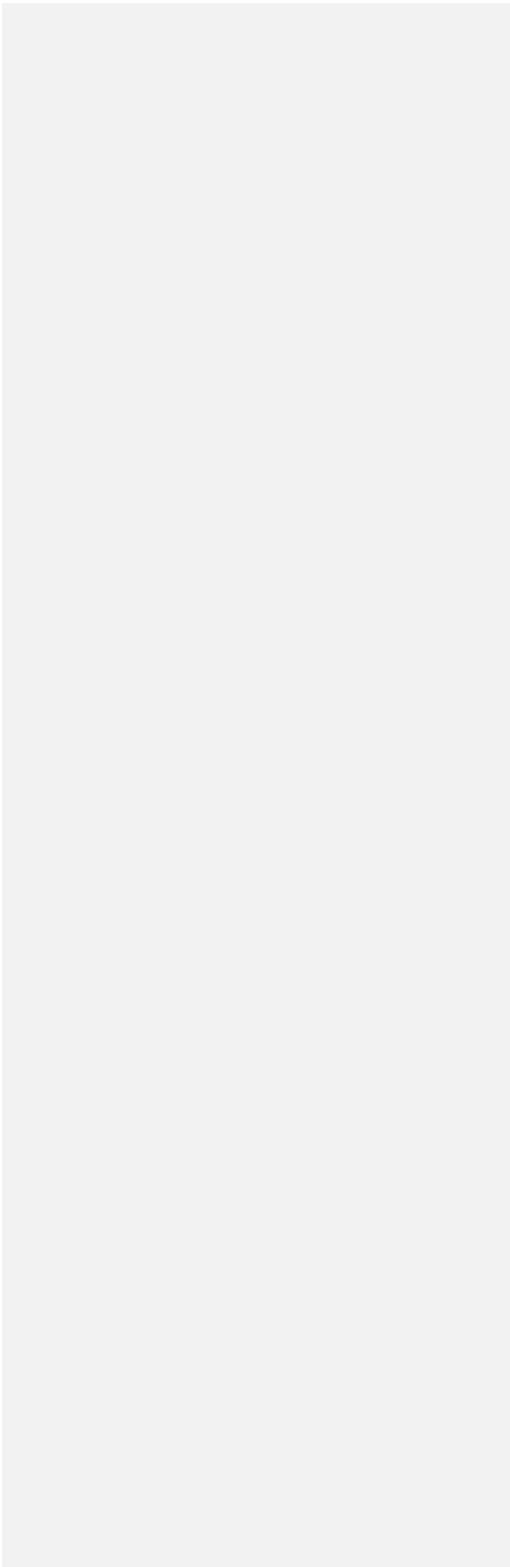
Respectfully Submitted,

\_\_\_\_\_  
Petitioner(s) Signature

STATE OF TEXAS  
COUNTY OF MEDINA

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, who having knowledge of the facts contained herein acknowledged to me that he executed the same for the purposes and consideration therein expressed, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public



# **Exhibit A**

## **Property Description**

Romanus Whitman Survey 4, Abstract 1348

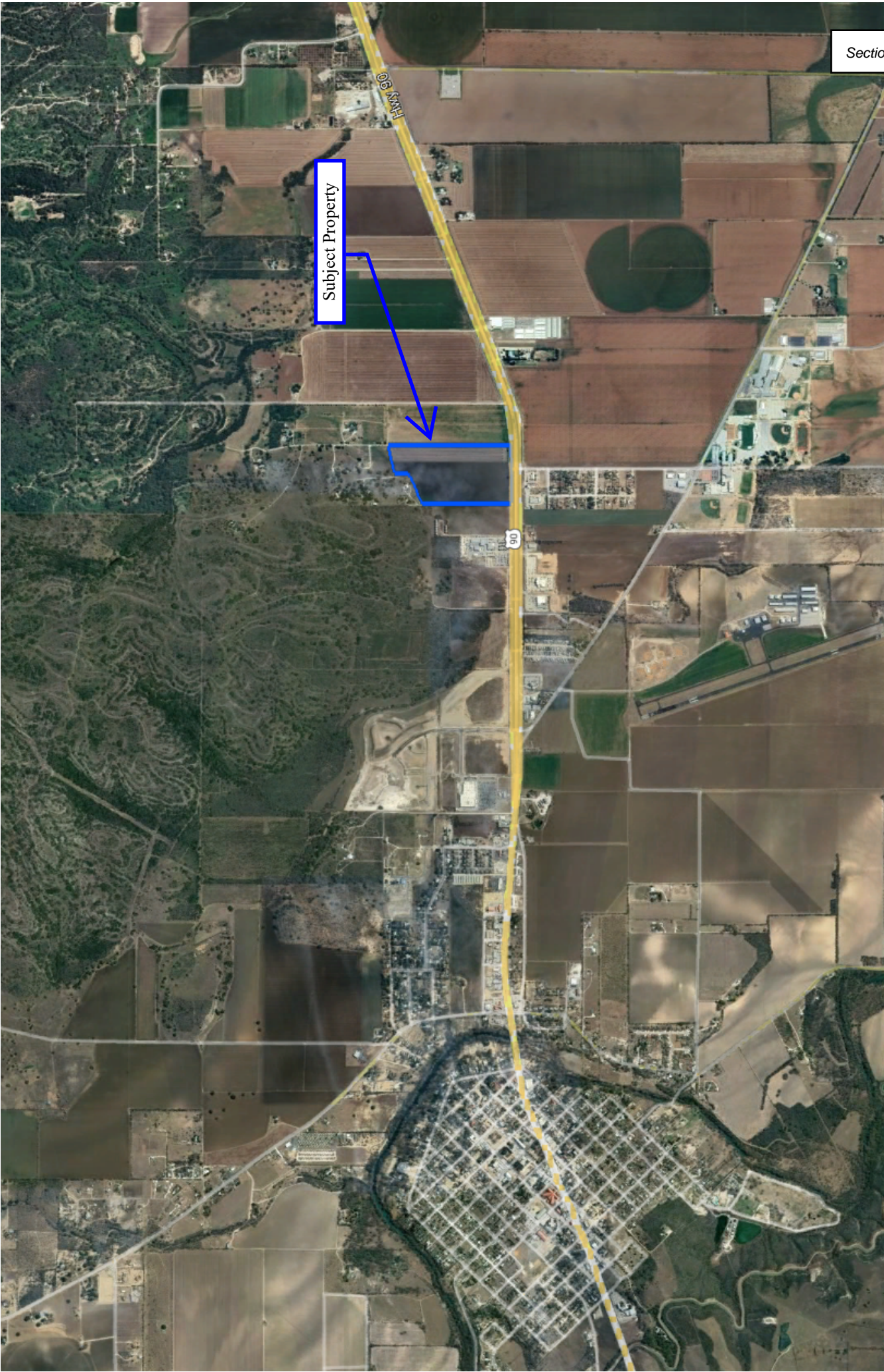
Miller Francis Survey 9, Abstract 1450

Joseph Schneider Survey 10, Abstract 1335

50.40 Acres

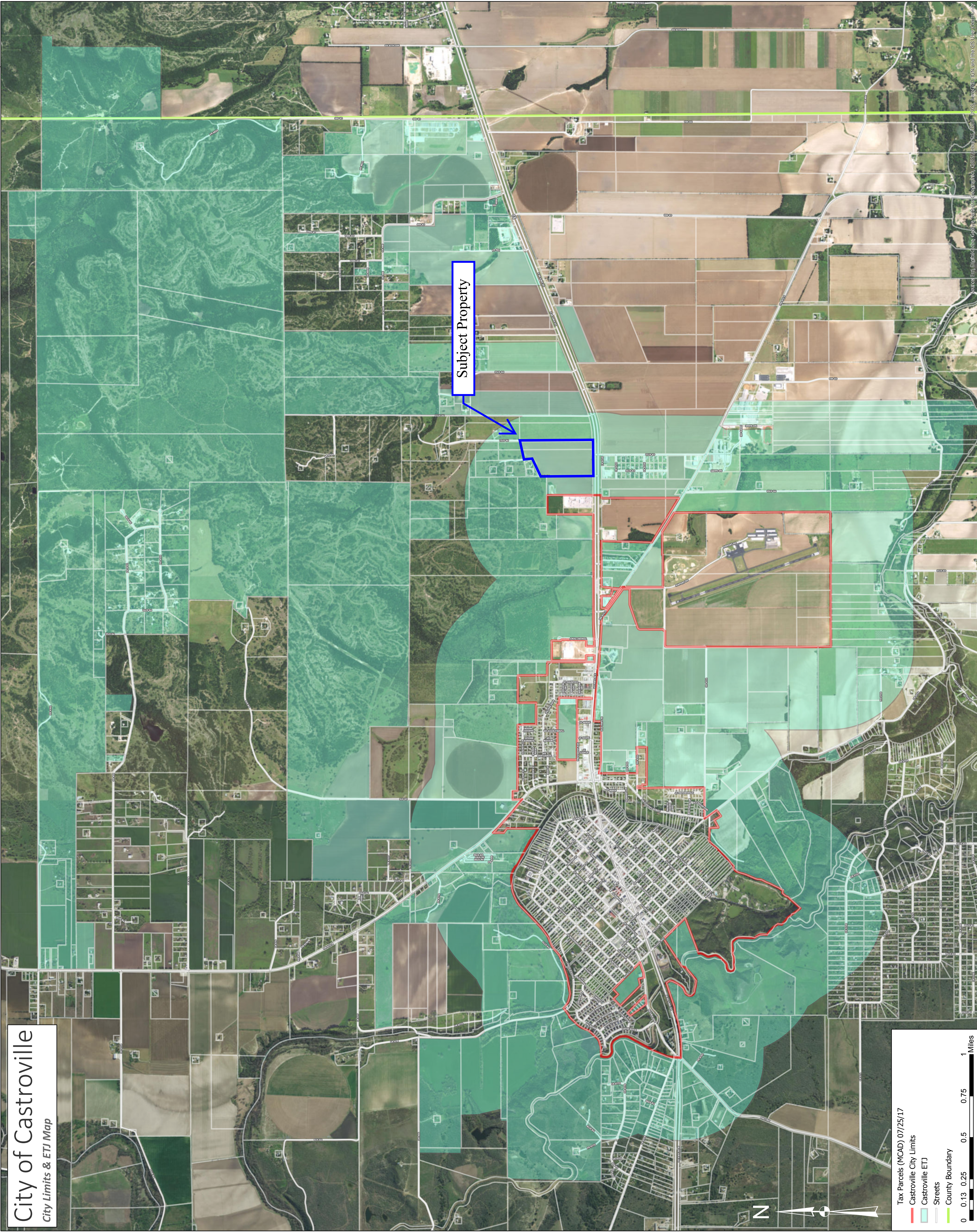
*Estate Partition Survey of*  
50.40 Acres of Land out of a "91.9602 Acre" tract described in Volume 302 on page 645 of the Deed Records, and comprising approximately 14.3 acres out of the Joseph Schneider Survey 10, Abstract 1335 and 36.1 acres out of the Miller Francis Survey 9, Abstract 1450, Medina County, Texas.







Map Printed 11/06/2017



# City of Castroville

City Limits & ETJ Map

Tax Parcels (MCAD) 07/25/17

- Castroville City Limits
- Castroville ETJ
- Streets
- County Boundary



Disclaimer – The City of Castroville (City) does not guarantee the accuracy, adequacy, completeness, or usefulness of this information. The map is not a legal representation of the depicted data. Data is derived from public records that are constantly undergoing revision. Under no circumstances should this map be used for final design purposes. City provides this information on an "as is" basis without warranty of any kind, express or implied, and assumes no responsibility for anyone's use of the information. The appropriate City department should always be contacted for official and current information.



**SCHEDULE OF CAPITAL COSTS**

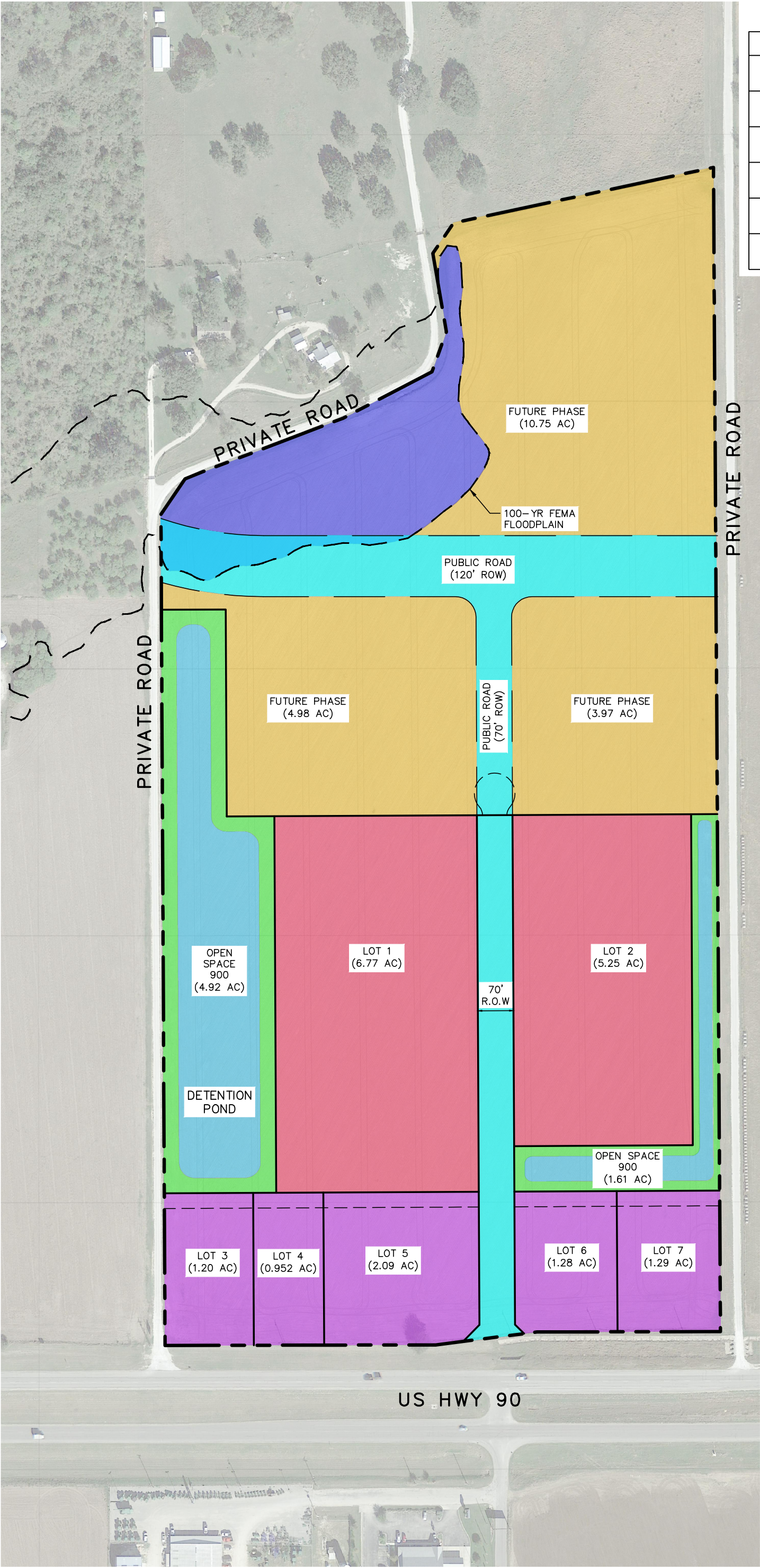
On-site Public Streets	\$2,800,000
Off-site Street Improvements	2,900,000
On-site Public sidewalks	290,000
Public utilities	635,000
Public drainage	<u>1,035,000</u>
	\$7,660,000
Engineering & Surveying (10%)	766,000
Management Fee (10%)	<u>843,000</u>
SUBTOTAL	\$9,269,000

NOTE – Above amounts are estimates and subject to change. As per the Agreement, in no event shall the total reimbursement amount exceed \$6,000,000.

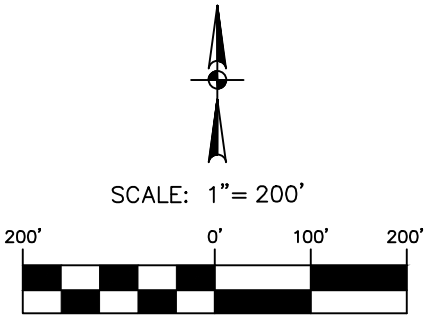


LAND USE SUMMARY

Legend	Land Use	± Area (ac)
<div></div>	Small Commercial	6.8
<div></div>	Large Commercial	12.0
<div></div>	Detention/Open Space	6.5
<div></div>	Large Commercial/ Multi-family	16.6
<div></div>	Right-of-Way	5.4
<div></div>	Floodplain	3.6

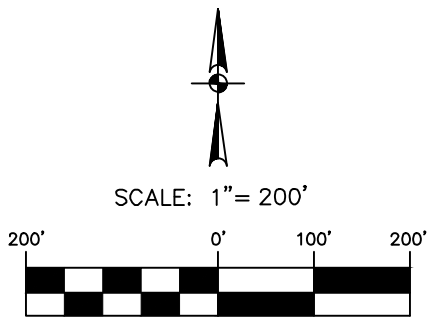


AELVOET TRACT  
MEDINA COUNTY, TEXAS  
LOT LAYOUT



**PAPE-DAWSON**  
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

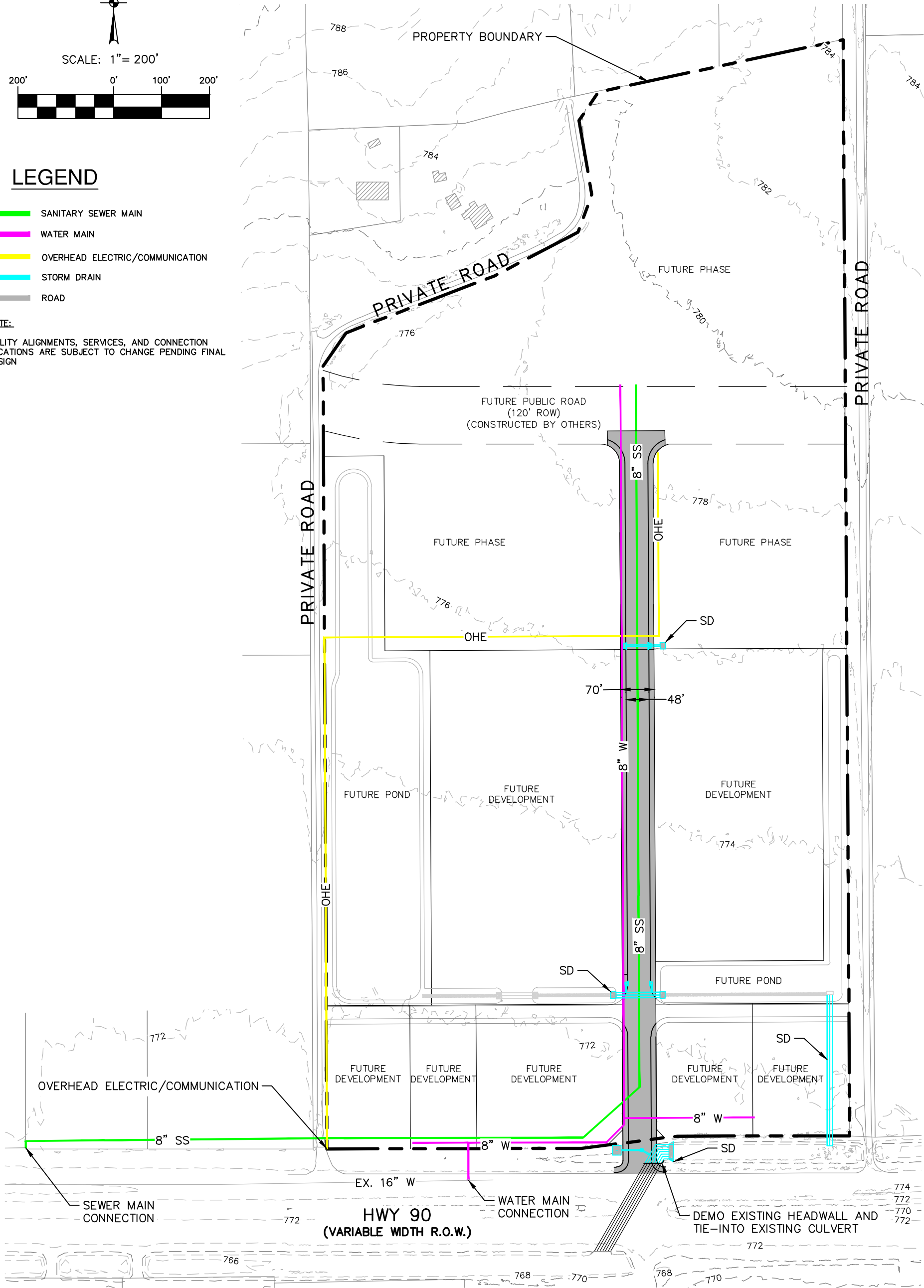




LEGEND

- SANITARY SEWER MAIN
- WATER MAIN
- OVERHEAD ELECTRIC/COMMUNICATION
- STORM DRAIN
- ROAD

NOTE:  
UTILITY ALIGNMENTS, SERVICES, AND CONNECTION  
LOCATIONS ARE SUBJECT TO CHANGE PENDING FINAL  
DESIGN



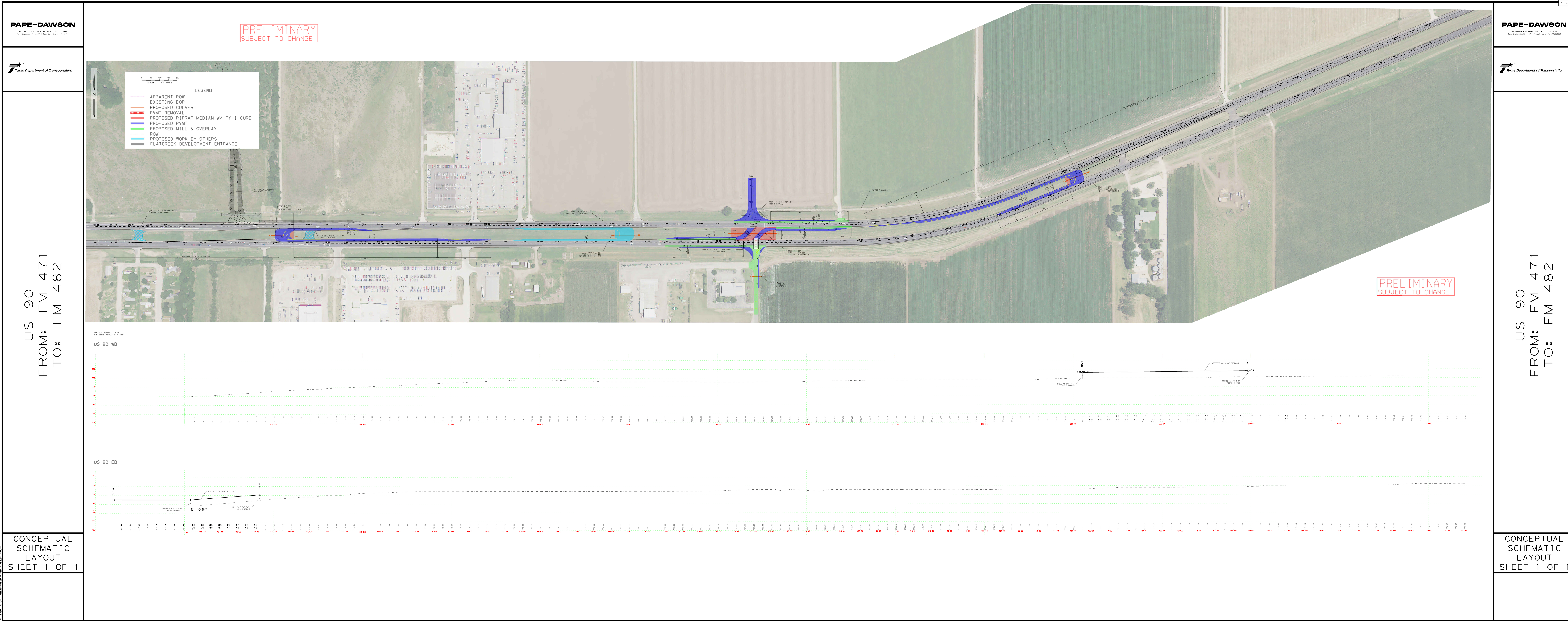
JOB NO. 11845-01  
DATE SEPTEMBER 2023  
DESIGNER JS  
CHECKED VS DRAWN PW  
SHEET 1 of 1

AELVOET TRACT  
CASTROVILLE, TEXAS  
PUBLIC INFRASTRUCTURE EXHIBIT

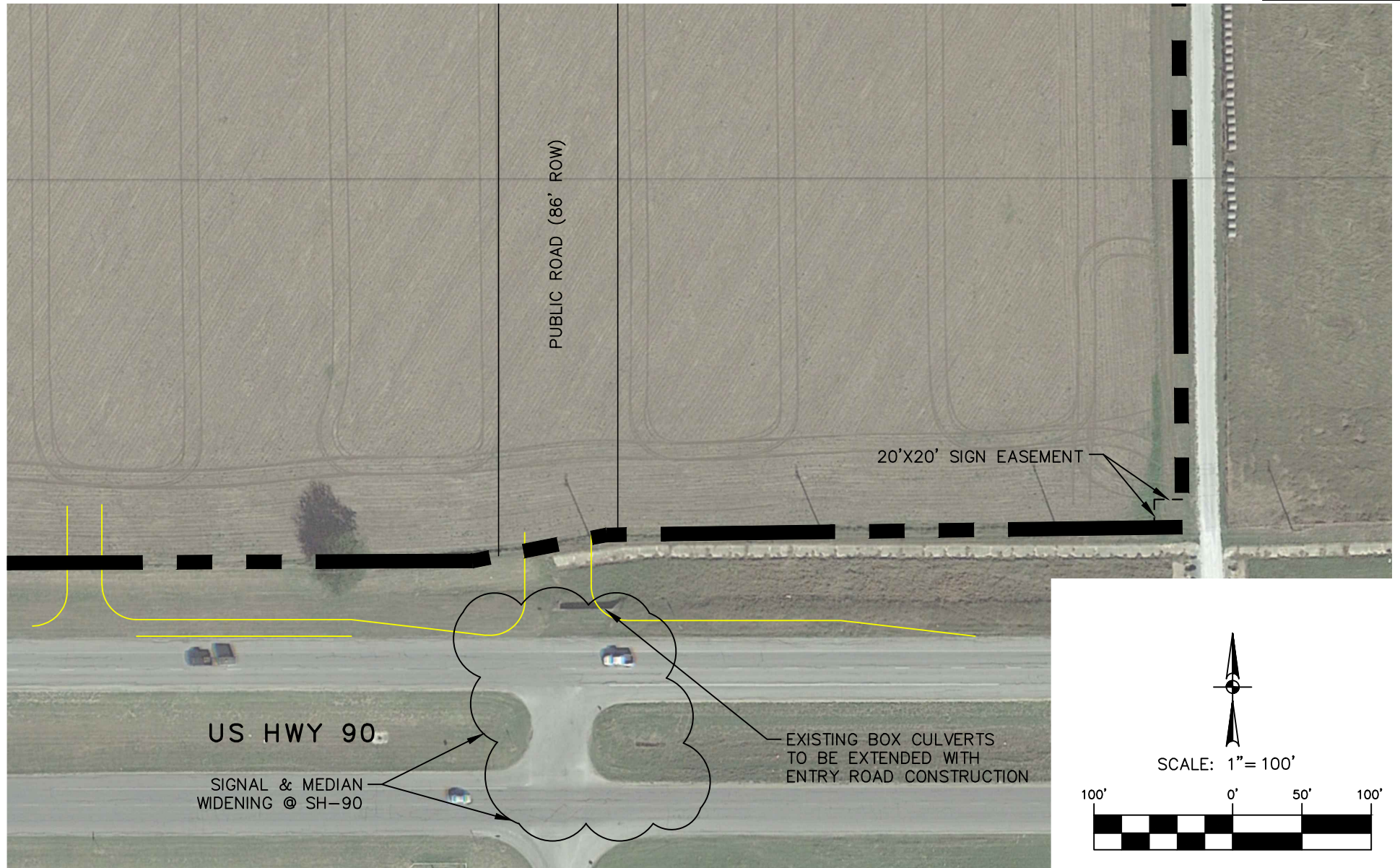


2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800









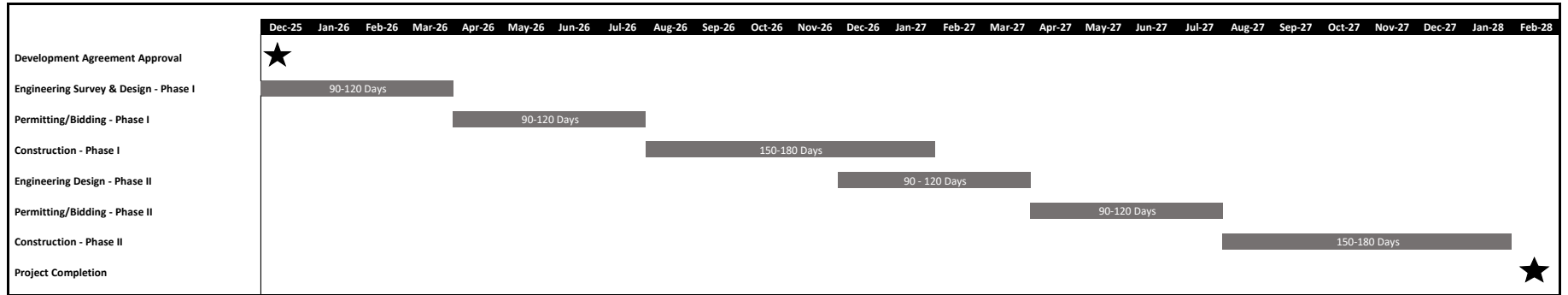
JOB NO. 11845-00  
 DATE SEP 2021  
 DESIGNER AA  
 CHECKED JW DRAWN AA  
 SHEET 1 of 1

**±50 ACRE TRACT**  
**CASTROVILLE, TEXAS**  
**SIGN EASEMENT EXHIBIT**

**PAPE-DAWSON**  
**ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #100288

Victory Lane  
Project Development Schedule  
10/31/2025





CITY OF CASTROVILLE  
PLANNING AND ZONING COMMISSION ACTION  
December 3, 2025

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

Discussion and possible action on the economic development agreement with Victory Lane Partners, Ltd.

RECOMMENDATION:

Chairperson  
Planning and Zoning Commission

Date



# Agenda Report

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**Agenda of:** December 3, 2025

**Department:** Community Development

**Subject:** Discussion and possible action to schedule a joint workshop with the City Council to review the Development Agreement Policy.

## **Recommended Motion:**

Staff recommend that the Planning & Zoning Commission select a preferred date for the joint workshop and direct staff to coordinate with the City Council and City Secretary to finalize scheduling and public notice.

## **Background:**

The purpose of this item is for the Planning & Zoning Commission to set a date for a joint workshop with the City Council to review the draft Development Agreement (DA) Policy. Staff has been working with both P&Z and Council over the past several months to refine the City's framework for evaluating and negotiating Development Agreements, including items related to annexation, zoning, infrastructure obligations, water rights, parkland dedication, connectivity, building materials, fiscal productivity, and long-term maintenance responsibilities.

To ensure alignment between both bodies before moving toward adoption, a joint workshop is recommended. This meeting will allow P&Z and Council to review the consolidated draft together, ask questions, provide direction, and confirm policy priorities that will ultimately guide future development proposals within the City and ETJ.

## **POSSIBLE DATES TO CONSIDER**

Staff recommends selecting from the following dates:

- Wednesday, January 7, 2025
- Wednesday, January 14, 2025 (Regular Planning and Zoning Meeting Date)
- Wednesday, January 21, 2025

Staff recommends selecting from the following times:

- 2:00 p.m.
- 5:30 p.m.

These may be adjusted once Council members' availability is confirmed.

**Attachments:**

- Councilman Lee's Comments

**Submitted by: Breana Soto**

Cover letter to Planning and Zoning on Development Agreement Policy

FROM: Councilman Lee, District 5

TO: Planning and Zoning Commission

City Council, at its October 28, meeting, reviewed the proposed new Development Agreement Policy created by P&Z. Several suggestions were made by myself to rework some of the points and add an introduction. I was asked to submit those to P&Z for review and comment back to City Council.

Attached are those recommended changes in italics and underlined. The original text is above and in red. Dashed lines separate items.

The P&Z originally submitted development agreement gave the impression that we would offer incentives to get things the developer should be doing anyway. I want to remove all the incentive related words and tell the developer this is what we expect as normal and not something we will pay extra for.

The word incentive is an invitation to manipulate the city. The developer is perfectly able to adjust the price of their homes to meet our requirements without costing us money. If the developer meets these requirements and is interested in going beyond, then the city might consider some arrangements, but it will have to be far beyond the stated expectations in this development agreement or the city has a compelling reason for something not part of the developer's plan. We do not need to give the developer any reason to try to get incentives from the city.

Robert Lee

District 5

DEVELOPMENT AGREEMENT POLICY

Welcome to the Little Alsace of Texas. Castroville has a history going back to the mid-1800s when settlers from the Alsace region of France came here to build new lives. The homes they built 150 years ago still stand today. We expect your standard to be a home and development that incorporates standards of solid construction, quality materials, energy efficiency, desirable design, safe for families and is very pleasing to the homeowner and community as those original homes are. Your development reflects the core values of your company and will leave a legacy of those values fulfilled for many years to come. We expect your development to be a draw to this community and be priced to incorporate the features in this document that will fulfill community desires and continue to make Castroville unique.

-----

**DEVELOPMENT AGREEMENT POLICY**

When the City of Castroville enters into Development Agreements, our goal is to shape growth in a way that strengthens the community today while protecting its future. These agreements are not just contracts with developers — they are commitments to our residents. We seek to ensure that new growth reflects community priorities, upholds fiscal responsibility, and supports long-term sustainability. Through this process, we aim to preserve the character of Castroville, provide the infrastructure and services that families and businesses depend on, and create neighborhoods that remain vibrant, connected, and financially resilient for generations to come.

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---

**Annexation.** We believe new development at the city’s edge should ultimately become part of Castroville. Annexation ensures fairness in taxation, coordinated infrastructure, and the ability to uphold community standards.

**Annexation.** We believe new development should become part of Castroville. Annexation ensures fairness in taxation *that supports city parks, police protection, libraries, city facilities,* coordinated infrastructure, and the ability to uphold community standards.

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**Design & Building Standards.** We encourage high-quality, durable building materials and thoughtful architectural character that go beyond the state minimums, strengthening neighborhood identity and long-term value.

**Design & Building Standards.** We *expect* high-quality, *energy efficient,* durable building materials and thoughtful architectural character that go beyond the state minimums, strengthening neighborhood identity and long-term value *with new property owners pleased with their choices for years to come.*

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**Fiscal Stewardship.** We are committed to development that sustains itself over time. Projects should add value without creating long-term financial burdens or unfunded liabilities for the City and its residents.

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**Civic Space.** We value the dedication of land within neighborhoods for community benefit — such as schools, public safety, libraries, or civic facilities — in addition to required parkland. Setting aside at least two acres helps create opportunities for residents to gather, connect, and access shared spaces that strengthen community life.

**Civic Space.** We value the dedication of land within neighborhoods for community benefit — such as schools, public safety, libraries, or civic facilities — in addition to required parkland. Setting aside adequate space to serve the development, creates opportunities for residents to gather, connect, and access shared spaces that strengthen community life. Parkland should initially come with at least covered gathering areas, play equipment and irrigation systems.

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**Connectivity.** We value neighborhoods that are connected — to each other, to streets, to sidewalks, to trails, and to nearby commercial areas. Developments should avoid isolation and instead strengthen circulation that links homes, businesses, and community spaces.

**Connectivity.** We value neighborhoods that are connected — to each other, to streets, to sidewalks, to trails, and to nearby commercial areas. Developments should avoid isolation and instead strengthen circulation that links homes, businesses, and community spaces. That connectivity is the reflected in the original Castroville settlement and is overwhelmingly desired by our residents. Your development should be reflective of that winning connected design.

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**Underground Utilities.** We support underground utility installation, including capacity for future broadband, to improve aesthetics, safety, and reliability.

**Underground Utilities.** We expect new quality developments to have underground utility installation, including capacity for future broadband, to improve aesthetics, customer satisfaction, safety, and reliability.

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**Neighborhood Services.** We believe neighborhoods are stronger when daily needs can be met close to home. Small-scale retail, services, or community amenities help create complete communities.

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**Dark Skies.** We support lighting practices that preserve Castroville’s rural night skies, reduce glare, and respect the character of our community.

**Dark Skies.** We expect lighting practices that preserve Castroville’s rural night skies, reduce glare, and respect the character of our community.

**Community Character.** We encourage features that elevate the look and feel of neighborhoods — upgraded street signage, tree-lined streets with native landscaping, natural buffers instead of walls, and trail systems that link open spaces.

**Community Character.** We expect features that elevate the look and feel of neighborhoods — upgraded street signage, tree-lined streets with lighting and irrigation, native landscaping, natural buffers instead of high walls, and trail systems that link open spaces.

**Housing Variety.** We believe in neighborhoods that avoid monotony. A mix of home styles and facades adds character and long-term resilience to the housing market.

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**Process.**

We believe Development Agreements should be guided by a transparent process. Each proposal begins with a staff review to ensure alignment with City policy, followed by a public engagement process that gives residents the opportunity to learn, ask questions, and share input. The Planning & Zoning Commission then reviews agreements for consistency with subdivision and zoning standards before forwarding a recommendation to City Council. Final approval rests with Council, ensuring that adopted agreements reflect community priorities and long-term goals.



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**Incentives.**

**The City may consider incentives when a proposed development demonstrates clear alignment with the values outlined in this policy. Projects that incorporate annexation, higher-quality design, civic space dedication, connectivity, underground utilities, or other elements that advance community priorities may be eligible for fee waivers, reimbursements, or 380 agreements. Incentives are not automatic but may be used as a tool to support developments that deliver meaningful public benefit.**

The **City** may have additional desires for some developments and will work with developers that demonstrate clear *voluntary* alignment *and compliance* with the values outlined in this policy. Projects *are expected as a baseline to* incorporate annexation, higher-quality design, civic space dedication, connectivity, underground utilities, *and* other elements *described in this policy* that advance community priorities.

End of proposed changes.

**Intent with these recommended changes.**

The originally submitted development agreement from P&Z gave the impression that we would offer incentives to get things the developer should be doing anyway. I want to remove all the incentive related words and tell the developer this is what we expect as normal and not something we will pay extra for. The word incentive is an invitation to manipulate the city. The developer is perfectly able to adjust the price of their homes to meet our requirements without costing us money. If the developer meets these requirements and is interested in going beyond those, then the city might consider some arrangements, but it will have to be far beyond the stated requirements in this development agreement or the city has a compelling reason for something not part of the developer’s plan. Do not give the developer any avenue to try to get incentives from the city.

**Robert Lee**

**District 5**



## Agenda Report

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**Agenda of:** December 3, 2025

**Department:** Community Development

**Subject:** Discussion and action on the Heights of Castroville Final Plat

**Recommended Motion:**

No Action.

**Background:**

Information for final plat approval was not submitted in time for this meeting.

**Submitted by:** Breana Soto