



Planning and Zoning Commission Meeting Agenda

COUNCIL CHAMBERS - 1209 FIORELLA STREET

Wednesday, August 13, 2025

6:30 PM

The Planning and Zoning Commission of the City of Castroville will meet in the Regular 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.](#) Minutes for May 14, 2025

[b.](#) Minutes for April 9, 2025

V. Discussion

[a.](#) Discussion and possible action on the Country Village Phase II - Preliminary Plat.

[b.](#) Nomination and appropriate action to select board executive positions - Chairman and Secretary.

[c.](#) Consider and take appropriate action on the Development Agreement Policy

[d.](#) Discussion and appropriate action on a resolution amending the Development Agreement for the City of Castroville East Side Public Improvement District No. 2 (Flat Creek).

[e.](#) Discussion and appropriate action on a resolution amending the Development Agreement for the City of Castroville Public Improvement District (The Heights of Castroville).

VI. Public Hearing(s)

[a.](#) Rescheduled - Public Hearing for 1005 Alamo Zone Change Request.

VII. Discussion on Future Agenda Items

VIII. 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 August 8, 2025 before 6:45 p.m.

/s/ Debra Howe

City Secretary

Minutes
Planning and Zoning Commission
Wednesday, May 14, 2025

1. Call to Order: 6:30 p.m.
2. Roll Call: Kyle McVay;, Priscilla Garrett, Jim Welch Melanie Knous, Bryan Griffin. Council Liaison, Houston Marchman.
3. Citizens Comments: None. Open Close 6:32,
4. Approval of Minutes for April 9, 2025. Tabled, no action until next meeting.
5. Discussion.
 - a. Discussion and possible action on the adoption of the Comprehensive Plan.
 - b. Discussion and possible action on the adoption of the Unified Development Ordinance.

Breana Soto presentation was a repeat that had been given to City Council on the last set of citizen comments received on the Comprehensive Plan and the Unified Development Ordinance. Plan. Presented to P&Z for information purposes only.

City Council recommendation on the Comprehensive Plan was to take no action and had no additional feedback for the Comprehensive Plan.

There was agreement with the Council comments/recommendations on each item with the most discussion on 4.3 Place Type Zoning i.e., lot coverage maximum going from 60% to 40%. A show of hands well held supporting council decision. Discussion also took place on 5.10.3 - Signage in the Historic District and 5.10.3.1 - Illumination of Signs. Suggestion from P&Z did include wording on dark sky lighting. Breana will take P&Z comments in a rewrite back to Council.

On completion of the presentation a motion was made by Priscilla Garrett and 2nd by Kyle McVay to approve both the Comprehensive Plan and the Unified Development Ordinance, with the suggested signage rewrite to include dark skies. Motion passed unanimously.

6. Discussion on Future Agenda Items. None

7. Adjournment at 8:18

Reviewed/Approved
Jim Welch Chair

Priscilla Garrett
Secretary

Minutes
PLANNING & ZONING COMMISSION
Wednesday, April 9, 2025

1. **Call to Order:** 6:35 p.m.
2. **Roll Call:** Kyle McVay, Priscilla Garrett, Jim Welch, Bruce Alexander, Melanie Knous. Council Liaison, Houston Marchman in attendance.
3. **Citizen Comments:** Open 6:37 Closed: 6:44

Following citizens spoke:

Joe Holzhaus, 602 Berlin: requested a pause on UDO for time to read final draft.

Mickey Holzhaus, 515 Washington: pause for time to read final draft of UDO, Downtown Plan, and Comp Plan. Need a side by side comparison.

Tammy Alexander, 516 Vienna: No time to read final draft, concerns about civic space.

4. **Approval of Minutes:** Feb 12, 2025; July 29, 2025; March 17, 2025. Motion to approve Kyle McVay, Second Melanie Knous, motion passed.

Note: Public Hearings are listed under item 6 and discussed under item 5.

5. Discussion

- a. Discussion and take appropriate action on a request for a planned unit development amendment request for approximately 415.15 acres located at the property north of Highway 90 W and east of Tondre Dr., also known as Alsatian Oaks.

Note: Jim Welch recused himself due to possible conflict of interest because of employment with Pape-Dawson Engineering. Bruce Alexander would lead the discussion.

Public Hearing Opened at 6:53 (red item 6.a.) with a presentation by Breana Soto on PUD revisions requested: information on acreage dedicated for the school district, which was declined by the district; increase in number of lots from 100 to 125 in some areas;, and width of sidewalks.

Residents speaking:

Julie Sedlock, 121 Village Path questioned why the school district refused to land and why 125 lots instead of 100.

Linda Winn, questioned lot sizes

Jennie Andermatt, 1201 Alamo, concerned about green spaces

Bud Weisler, 412 Houston, concerns with Jim

Welch working for the developer.

Public Hearing closed at 7:11 p.m.

Discussion continued with representatives from the developer who explained the school district decision and the request for 125 lots vs 100. After discussion, motion by Priscilla Garrett, Second by Kyle McVay to approve, with direction to keep 100 lots vs 125 lots in the agreement. Motion passed.

- b. Discussion and take appropriate action on the adoption of a Comprehensive Plan.

Public Hearing Opened at 7:44 (ref item 6.b.) Breana Soto stated that presentation on the Comp Plan had been presented at previous meetings. Following Citizens Spoke:

Tammy Alexander, 516 Vienna, do not approve until UDO is approved.

Mickey Holzhaus, 514 Washington, questioned completion of work performed on Comp Plan and UDO.

Claudia Holzhaus, 306 Madrid, there has been no notification or publication of changes made.

Public Hearing closed at 7:51. Discussion was postponed to coincide with discussion on Item 6.c.

- c. Discussion and take appropriate action on the repealing of Chapter 24: Signs and Signage and Chapter 100: Subdivisions from the Code of Ordinance and the Comprehensive Zoning Ordinance and replacing with the new City of Castroville Unified Development Ordinance (UDO).

Public Hearing opened at 7:54 with a presentation by Breana Soto on General Provisions; Review, Authority and Procedures; Zoning Districts and Use Regulations; Site Development and Design Standards and Environmental Protection.

Following citizens spoke:

Jennie Andermatt, 1201 Alamo, wants no change to the heart of the community.

Tammy Alexander, 516 Vienna, no change to the heart of the community, concerns on civic spaces, no recommendation to approve.

Mickey Holzhaus, 514 Washington, work on the UDO is incomplete, presented a petition circulated and signed by 86 individuals strongly opposing approval and implementation of the Downtown Master Plan, the Comp Plan and the UDO until which time a side by side comparison of the current Comprehensive Zoning Ordinances and the New Unified Development Plan are provided in writing to the citizens of Castroville for our review and feedback.

At 8:55 a short break was requested and we reconvened at 9:00

Citizen Comments continued at 9:02

Bruce Alexander, board member, read an email from Robert Lee, 1314 Gentilz noting several concerns with the UDO.

Breana Soto read the following 5 emails she received from citizens:

Sander Avant, 113471N, in favor of approval of placement changes and the UDO.

Elisa Suehs, 712 Lafayette, in favor of UDO and ADU as approved

Josh Kempf, San Jacinto St, in favor of UDO

Samantha Merz, 148 Village Path, in favor of UDO

Helen Delavan, 1105 Lisbon, in favor of UDO

Public Hearing closed at 9:08 p.m.

Discussion on items 6b and 6c and no action was taken on the adoption of the Comprehensive Plan and the Unified Development Ordinance (UDO).

Discussion on Future Agenda Items. None

Meeting adjourned at 10:01 p.m.

Reviewed/Approved
Jim Welch, Chair

Priscilla Garrett
Secretary



PLANNING & ZONING COMMISSION

AGENDA REPORT

AGENDA OF: August 13, 2025
DEPARTMENT: Community Development
SUBJECT: Preliminary Plat – Country Village Estates, Phase II

RECOMMENDATION:

City Staff recommends approval of the preliminary plat of Country Village Estates, Phase II

BACKGROUND:

Engineer/Surveyor: BGE, INC.
Property Owner: CV Country Lane, LLC – Jack Uptmore
Description: Approximately 20.356 acres, Portion of Magnolia Subdivision, Lot 1
Location: North and East of the existing Castroville’s Country Village Subdivision
Current Zoning: R-A (One-Family Dwelling District)

The attached application is a request for approval of a preliminary plat for approximately 11.978 acres. The request includes the vacation of the remaining Magnolia Subdivision and the platting of the property as *Country Village Estates, Phase II*, to create 32 new single-family residential lots.

To satisfy parkland dedication requirements, the applicant will provide a payment of a fee in lieu of parkland dedication, as permitted under Chapter 100 of the City Code.

In compliance with Article VII, Section 1 of the Subdivision Ordinance, the applicant is required to provide either transferable water rights or funding for the City to acquire water rights. The City of Castroville has made clear that it will only be acceptable to a water right transfer and payment will not be acceptable. Ample water supply equates to 0.612 acre-feet per lot, which will be provided prior to final plat recordation.

The proposed subdivision lies entirely within the Castroville city limits and falls within the City's Water and Wastewater Certificate of Convenience and Necessity (CCN). As such, the development is subject to City utility service and applicable water and wastewater impact fees.

DISCUSSION:

The City Engineer and Community Development Department have reviewed the preliminary plat and determined that the submittal complies with the requirements of Chapter 100 of the City Code (Subdivision Ordinance) and the Comprehensive Zoning Ordinance (CZO).

ATTACHMENTS/ADDITIONAL INFORMATION:

- Planning and Zoning Board Action
- Preliminary Plat of Country Village Estates, Phase II
- City Engineer's Final Project Review Letter

CITY OF CASTROVILLE
PLANNING AND ZONING COMMISSION ACTION
August 13, 2025

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

Discussion and possible action on the Country Village Phase II - Preliminary Plat.

RECOMMENDATION:

Chairperson
Planning and Zoning Commission

Date



July 22, 2025

Jack Uptmore
Uptmore Custom Homes
103 S Winston Lane
San Antonio, TX 78213

Re: Approval of Country View Estates Phase 2 (Preliminary Plat)

Dear Mr. Sanchez,

This letter confirms that all engineering comments from the July 7, 2025 review letter, along with any of the City's additional comments regarding the above-referenced preliminary plat, have been fully addressed. Accordingly, the preliminary plat is hereby approved.

Sincerely,

City of Castroville

Breana Soto

Breana Soto
Community Development Director

City of Castroville
Development Review Engineer
Schaumburg & Polk, Inc.

John D. Schmeling

John D. Schmeling, P.E.
Project Manager

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	54.56'	50.00'	62°31'37"	S 20°00'43" W	51.90'
C2	23.56'	15.00'	89°59'13"	N 44°43'22" W	21.21'
C3	23.57'	15.00'	90°00'47"	S 45°16'38" W	21.22'
C4	13.62'	15.00'	52°01'12"	N 63°42'22" W	13.16'
C5	25.28'	50.00'	28°58'21"	S 52°10'56" E	25.01'
C6	62.84'	50.00'	72°00'17"	N 77°19'45" E	58.78'
C7	168.93'	50.00'	193°34'45"	N 45°30'52" E	99.30'
C8	63.41'	50.00'	72°39'43"	N 04°59'45" E	59.24'
C9	17.40'	50.00'	19°56'24"	N 41°18'19" W	17.31'
C10	13.62'	15.00'	52°01'12"	S 25°15'55" E	13.16'
C11	23.44'	15.00'	89°32'21"	N 45°30'52" E	21.13'
C12	13.62'	15.00'	52°01'12"	S 63°42'22" E	13.16'
C13	21.75'	50.00'	24°55'09"	N 50°09'20" W	21.58'
C14	57.69'	50.00'	66°06'34"	S 84°19'49" W	54.54'
C15	182.28'	50.00'	208°52'59"	S 37°51'45" W	96.84'
C16	17.50'	15.00'	66°50'59"	N 33°09'15" W	16.53'
C17	48.28'	50.00'	55°19'40"	S 38°54'55" E	46.43'
C18	23.57'	15.00'	90°00'47"	N 45°16'38" E	21.22'
C19	23.56'	15.00'	89°59'13"	S 44°43'22" E	21.21'
C20	23.57'	15.00'	90°00'47"	S 45°16'38" W	21.22'
C21	23.68'	15.00'	90°27'39"	N 44°29'08" W	21.30'
C22	23.44'	15.00'	89°32'21"	N 45°30'52" E	21.13'

LINE DATA		
NUMBER	BEARING	DISTANCE
L1	N89°49'57"W	25.00'
L2	N0°10'03"E	116.17'
L3	S89°42'58"E	35.00'
L4	N0°17'02"E	50.00'
L5	N89°42'58"W	43.53'
L6	S0°10'03"W	0.30'

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	32	9.362 AC.
RIGHT-OF-WAY	—	2.616 AC.
TOTAL	32	11.978 AC.

- LEGEND**
- B.S.L.

DOC.

D.E.

G.E.

ESMT.

NO.

O.R.M.C.

O.P.R.M.C.

P.R.M.C.

R.O.W.

—

●

● "ROTHE"

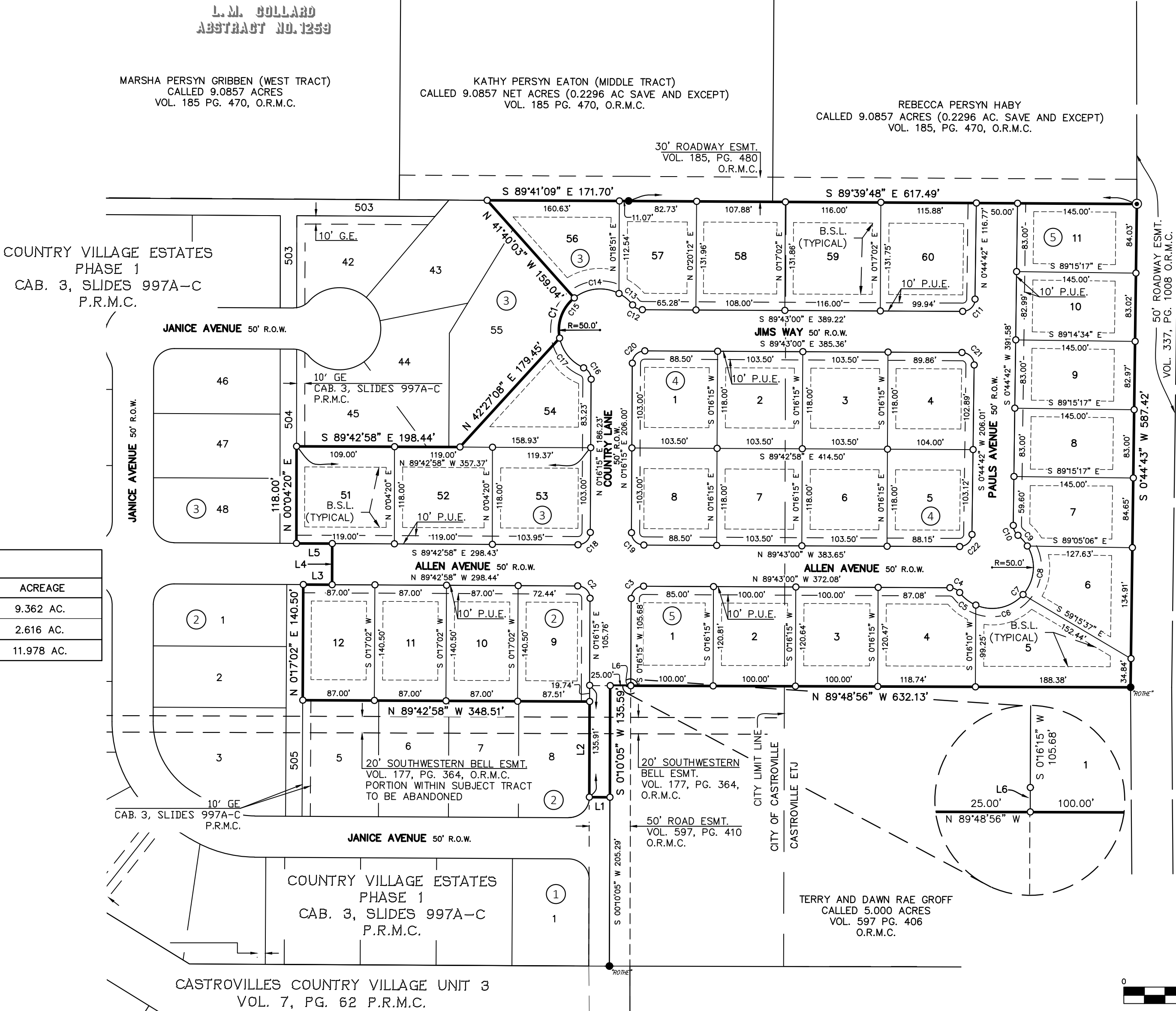
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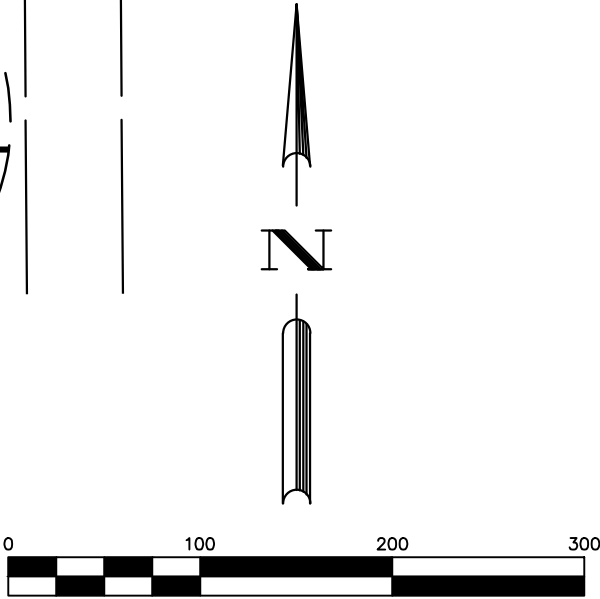
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BUILDING SETBACK LINE
DOCUMENT
DRAINAGE EASEMENT
GRADING EASEMENT
EASEMENT
NUMBER
OFFICIAL RECORDS OF MEDINA COUNTY
OFFICIAL PROPERTY RECORDS OF MEDINA COUNTY
PLAT RECORDS OF MEDINA COUNTY
RIGHT-OF-WAY
BUILDING SETBACK LINE
FOUND 5/8" IRON ROD
FOUND 5/8" IRON ROD W/CAP STAMPED "CHARLES ROTHE"
FOUND 1" IRON PIPE (UNLESS NOTED)
SET 1/2" IRON ROD W/CAP STAMPED "BGE INC"
CALCULATED POINT
BLOCK IDENTIFICATION



KATHY EATON, ET AL.
CALLED 25.7512 ACRES
VOL. 191 PG. 450
O.P.R.M.C.



PRELIMINARY PLAT
VACATING THE REMAINING PORTION OF MAGNOLIA SUBDIVISION VOL. 7, PG.
229, P.R.M.C.

COUNTRY VILLAGE ESTATES PHASE 2

A SUBDIVISION OF 11.978 ACRES OF LAND
LOCATED IN THE
L.M. COLLARD SURVEY, SECTION 97, ABSTRACT NO. 1259
MEDINA COUNTY, TEXAS

STREET NAMES			
STREET	R.O.W. WIDTH	CENTERLINE LENGTH	CLASSIFICATION
JIMS WAY	50 FT.	466 FT.	MINOR STREET
ALLEN AVENUE	50 FT.	802 FT.	MINOR STREET
PAULS AVENUE	50 FT.	443 FT.	MINOR STREET
COUNTRY LANE	R.O.W. VARIES	432 FT.	MINOR STREET
TOTAL LINEAR FEET		2,143 FT.	

OWNER: CV COUNTRY LANE, LLC
ADDRESS: 103 S. WINSTON LANE
SAN ANTONIO, TX 78213
PHONE: 210-696-2522

ACREAGE: 11.978 ACRES
SURVEY(S): L.M. COLLARD SURVEY, SECTION 97, ABSTRACT NO. 1259

NUMBER AND ACREAGE
BY LOT TYPE: RESIDENTIAL: 32 LOTS/9.362 ACRES
RIGHT-OF-WAY: 2.616 ACRES

PLAT PREPARED: 05/22/2025

SURVEYOR: BGE, INC. (DION ALBERTSON, RPLS)
PHONE: (210) 581-3600

ENGINEER: BGE, INC. (AARON J. NEUMANN, PE)
PHONE: (210) 581-3600



BGE, Inc.
7300 San Pedro, Suite 301
San Antonio, Texas 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106500

STATE OF TEXAS §
COUNTY OF MEDINA §

KNOW ALL MEN BY THESE PRESENTS:

THAT CV COUNTRY LANE, LLC, BEING THE OWNER OF A 23.098 ACRE TRACT (TRACT 1) AND A 9.230 ACRE TRACT (TRACT 2) OF LAND OUT OF THE E. PINGENOT SURVEY SECTION 8, ABSTRACT NO. 1316 AND THE L.M. COLLARD SURVEY, SECTION 97, ABSTRACT NO. 1259, MEDINA COUNTY, TEXAS, AS CONVEYED IN DOCUMENT NUMBER 2016009154 OF THE PUBLIC RECORDS OF MEDINA COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 11.978 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, PURSUANT TO CHAPTER 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

COUNTRY VILLAGE ESTATES PHASE 2

THE OWNER OF THE LAND SHOWN ON THIS PLAT IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

WITNESS MY HAND, THIS THE ____ DAY OF _____, 20____, A.D.

JACK UPTMORE
CV COUNTRY LANE, LLC
103 S. WINSTON LANE
SAN ANTONIO, TX 78213

STATE OF TEXAS §
COUNTY OF MEDINA §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED JACK UPTMORE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS

PRINT NOTARY'S NAME
MY COMMISSION EXPIRES _____

I, DION P. ALBERTSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND ON FEBRUARY 11, 2025. THAT ALL NECESSARY SURVEY MONUMENTS WILL BE CORRECTLY SET OR FOUND AS SHOWN THEREON, UPON COMPLETION OF CONSTRUCTION.

PRELIMINARY PENDING FINAL REVIEW

DION P. ALBERTSON, R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4963
BGE, INC.
7330 SAN PEDRO AVE, SUITE 301
SAN ANTONIO, TEXAS 78216

STATE OF TEXAS §
COUNTY OF MEDINA §

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN IN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF CASTROVILLE.

REGISTERED PUBLIC ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE ____ DAY OF _____, ____

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS,

PRELIMINARY PENDING FINAL REVIEW

AARON J. NEUMANN, P.E. DATE
BGE, INC.
7330 SAN PEDRO AVE, SUITE 301
SAN ANTONIO, TEXAS 78216
210-581-3600
TEXAS REGISTERED ENGINEERING FIRM F-1046

STATE OF TEXAS
COUNTY OF MEDINA

THIS PLAT OF COUNTRY VILLAGE ESTATES PHASE 2 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF CASTROVILLE, TEXAS, AND IS HEREBY APPROVED BY SUCH COUNCIL.

DATED THIS ____ DAY OF _____, 20____

BY: _____
MAYOR

BY: _____
CITY SECRETARY

THIS PLAT OF COUNTRY VILLAGE ESTATES PHASE 2 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF CASTROVILLE, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS ____ DAY OF _____, 20____

BY: _____
CHAIR

BY: _____
SECRETARY

STATE OF TEXAS §
COUNTY OF MEDINA §

I, GINA CHAMPION, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS

CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____ A.D. AT

O'CLOCK, ____M AND DULY RECORDED THIS ____ DAY OF _____, 20____ A.D. AT ____O'CLOCK, ____M, IN THE PLAT RECORDS OF

SAID COUNTY IN CABINET _____, SLIDE _____. TO CERTIFY WHICH, WITNESS MY HAND AND DEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN HONDO, TEXAS, THE DATE SHOWN ABOVE WRITTEN.

GINA CHAMPION, COUNTY CLERK
MEDINA COUNTY, TEXAS

NOTES:

1. BASIS OF BEARING RECITED HEREIN IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
2. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLE POINTS, PC'S AND PT'S WILL BE MARKED WITH A 1/2" IRON ROD SET WITH CAP STAMPED "BGE, INC." UPON COMPLETION OF CONSTRUCTION.
3. APPROXIMATELY 2,143 LINEAR FEET OF PUBLIC ROADS WILL BE CONSTRUCTED TO CITY STANDARDS AND MAINTAINED BY CITY OF CASTROVILLE.
4. WATER SERVICE SHALL BE PROVIDED BY THE CITY OF CASTROVILLE.
5. SEWAGE FACILITIES SHALL BE PROVIDED BY CITY OF CASTROVILLE.
6. THE SUBDIVISION IS LOCATED PARTIALLY WITHIN AND PARTIALLY OUTSIDE OF THE EXTRA TERRITORIAL JURISDICTION OF CASTROVILLE.
7. THE SUBDIVISION IS WHOLLY LOCATED WITHIN THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT.
8. ELECTRIC SERVICE WILL BE PROVIDED BY CITY OF CASTROVILLE.
9. TELEPHONE SERVICE IS AVAILABLE TO THE SUBDIVSION BY PRIVATE COMPANIES SERVING THE AREA.
10. COMMERCIAL WASTE SERVICE IS AVAILABLE TO THE SUBDIVISION BY PRIVATE COMPANIES SERVING THE AREA.
11. THERE IS HEREBY DEDICATED DRAINAGE EASEMENTS WITHIN THIS SUBDIVSION AS NOTED ON THIS PLAT. THE CITY MAY FURTHER RESTRICT THE LOCATION OF BUILDINGS AND/OR OTHER IMPROVEMENTS AS PROVIDED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AT THE MEDINA COUNTY COURTHOUSE. PROPERTY OWNERS ARE ADVISED THAT THEY ARE RESPONSIBLE FOR MAINTENANCE OF DRAINAGE EASEMENTS ON THEIR PROPERTY AND MAY NOT UTILIZE THESE EASEMENTS FOR ANY PURPOSE DETRIMENTAL TO THEIR INTENDED USE (I.E. NO SOLID FENCES, DENSE SHRUBBERY, STRUCTURES, ETC.) THE CITY OF CASTROVILLE RESERVES THE RIGHT OF ACCESS TO SUCH EASEMENTS.
12. A TEN (10) FOOT UTILITY EASEMENT IS HEREBY DEDICATED ALONG THE FRONT PROPERTY LINE OF ALL LOTS IN THIS SUBDIVISION IN ADDITION TO THOSE UTILITY AND DRAINAGE EASEMENTS SHOWN ON THE PLAT. THERE IS ALSO HEREBY DEDICATED A TEN (10) FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ADJACENT TO ALL NON-ROADWAY LOT LINES UNLESS OTHERWISE NOTED ON THE PLAT. IF TWO OR MORE LOTS ARE COMBINED AS A SINGLE PLATTED LOT, THIS EASEMENT SHALL BE RELINQUISHED ALONG THE COMMON LINE OR LINES OF THE COMBINED LOTS SO LONG AS NO UTILITY LINES OR DRAINAGE IMPROVEMENTS ARE LOCATED THEREIN.
13. ENCROACHMENTS ARE PROHIBITED WITHIN THE DRAINAGE EASEMENTS AND FLOODPLAINS, INCLUDING FILL, NEW CONSTRUCTION, SUBSTANTIAL IMPROVEMENTS, AND OTHER DEVELOPMENTS, UNLESS CERTIFICATION BY A LICENSED PROFESSIONAL ENGINEER IS PROVIDED DEMONSTRATING ENCROACHMENTS SHALL NOT RESULT IN ANY INCREASE IN FLOOD LEVELS DURING OCCURRENCE OF BASE FLOOD DISCHARGE.
14. MAINTENANCE OF DRAINAGE EASEMENTS DESIGNATED WITHIN A LOT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. DRAINAGE EASEMENTS SHALL BE FREE FROM ALL OBSTRUCTIONS.

15. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO WATER, SANITARY SEWER, NATURAL GAS, ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
16. THIS DEVELOPMENT WILL CONSIST OF RESIDENTIAL LOTS, WITH A MINIMUM LOT AREA = 12,000 SQ. FT.
17. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SYSTEM.
18. A SIDEWALK SHALL BE CONSTRUCTED PER CITY OF CASTROVILLE STANDARDS ALONG BOTH SIDES OF THE ROAD AT THE TIME OF LOT DEVELOPMENT BY THE LOT OWNER.
19. TYPICAL BUILDING SETBACK LINE: 20' FRONT; 25' REAR'; 10' SIDE; 15' SIDE FOR CORNER LOTS.

DRAINAGE NOTES:

1. NO PORTION OF THIS SUBDIVISION IS WITHIN A SPECIAL FLOOD HAZARD ZONE "A" AS DELINEATED ON THE FLOOD INSURANCE MAP (FIRM) FOR MEDINA COUNTY, TEXAS ON MAP NUMBER 48325C0530D, DATED MAY 15, 2020 AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
2. THE TRACT DOES NOT LIE OVER THE EDWARDS AQUIFER RECHARGE ZONE (EARZ) OR CONTRIBUTING ZONE.
3. DRAINAGE IMPROVEMENTS SUFFICIENT TO MITGATE THE IMPACT OF CONSTRUCTION SHALL BE INSTALLED PRIOR TO ADDING IMPERVIOUS COVER.
4. THE CITY SHALL MAKE COMMERCIALLY REASONABLE EFFORTS TO ENSURE THAT DAMAGE TO THE PROPERTY IS MINIMIZED AND THE CITY WILL AT ALL TIMES, AFTER DOING ANY WORK IN CONNECTION WITH THE SYSTEM, RESTORE THE PROPERTY TO THE CONDITION IN WHICH THE PROPERTY WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATION IS REASONABLE IN ACCORDANCE WITH THE CITY'S USUAL AND CUSTOMARY PRACTICES.

DRAINAGE EASEMENT:

ALL PROPERTIES DESIGNATED AS EASEMENTS SHALL OR MAY BE UTILIZED FOR THE FOLLOWING PURPOSES:

1. DRAINAGE, WATER DIVERSION, AND SANITARY CONTROL, INCLUDING WITHOUT LIMITATION, WALLS, BEDS, EMBANKMENTS, SPILLWAYS, APPURTENANCES, AND OTHER ENGINEERED DEVICES (THE "DRAINAGE SYSTEM")
2. TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE ADJACENT LAND TO OR FROM THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, OPERATING, MAINTAINING, REPAIRING, AND REMOVING THE DRAINAGE SYSTEM; THE RIGHT TO CHANGE THE SIZE THEREOF; THE RIGHT TO RELOCATE ALONG THE SAME GENERAL DIRECTION OF THE DRAINAGE SYSTEM; THE RIGHT TO CREATE AND/OR DREDGE A STREAM COURSE, REFILL, OR DIG OUT SUCH STREAM COURSE, ESTABLISH OR CHANGE STREAM EMBANKMENTS WITHIN THE EASEMENT, INSTALL STORM SEWER SYSTEMS, CULVERTS, WATER GAPS, AND PROTECTING RAILS; THE RIGHT TO REMOVE FROM THE EASEMENT ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS, WHICH REASONABLY ENDANGER OR MAY REASONABLY INTERFERE WITH THE EFFICIENCY OF THE DRAINAGE SYSTEM; AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONSTRUCTING OR REPAIRING THE DRAINAGE SYSTEM.
3. WITH RESPECT TO THE DRAINAGE SYSTEM, IT IS EXPRESSLY AGREED AND UNDERSTOOD BY ALL PARTIES HERETO, THAT THE INTENTION IS TO IMPROVE CONDITIONS OF SANITATION AND WATER DRAINAGE CONTROL ON THE PROPERTY FOR THE BENEFIT OF THE PROPERTY, ADJACENT PROPERTY, AND THE COMMUNITY, BUT THE CITY DOES NOT GUARANTEE OR WARRANT THAT SUCH CONTROL WORK WILL BE EFFECTIVE, NOR DOES THE CITY ASSUME ANY ADDITIONAL LIABILITY WHATSOEVER FOR THE EFFECTS OF FLOOD, STANDING WATER, OR DRAINAGE ON OR TO THE PROPERTY, OR ANY OTHER PROPERTY OR PERSONS THAT MIGHT BE AFFECTED BY SAID STREAM, WASH, OR GULLY IN ITS NATURAL STATE OR AS CHANGED BY THE CITY.

PLAT NOTES:

FENCE NOTES:

EASEMENT ACCESS AT FENCES:

DOUBLE SWING GATES OR A REMOVABLE FENCE PANEL SHALL BE INSTALLED WHEREVER FENCES CROSS UTILITY EASEMENTS.

OBSTRUCTIONS OF DRAINAGE:

ADEQUATE STRUCTURES SHALL BE PROVIDED TO ALLOW THE UNHINDERED PASSAGE OF ALL STORM AND DRAINAGE FLOWS WHEREVER FENCES CROSS DRAINAGE EASEMENTS.

SIDEWALK NOTES:

REINFORCED CONCRETE SIDEWALKS SHALL BE INSTALLED ADJACENT TO ALL STREET FRONTAGE PROPERTY LINES OF EACH LOT FRONTING A STREET AT SUCH TIME AS THAT LOT IS DEVELOPED.

CAPITAL RECOVERY FEE ASSESSMENT:

ASSESSMENT AND COLLECTION OF THE CITY OF CASTROVILLE WATER AND WASTEWATER UTILITIES' CAPITAL RECOVERY FEES SHALL BE THE AMOUNT PER LOT AS SET FORTH IN CITY ORDINANCE NO. 239.

TAX CERTIFICATE:

TAX CERTIFICATE AFFIDAVIT FILED THIS DATE IN VOLUME _____, PAGE _____, MEDINA COUNTY OFFICIAL RECORDS.



BGE, Inc.
7300 San Pedro, Suite 301
San Antonio, Texas 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106500

PRELIMINARY PLAT
VACATING A PORTION OF MAGNOLIA SUBDIVISION VOL. 7, PG. 229, P.R.M.C.
REPLATTING AS
COUNTRY VILLAGE ESTATES PHASE 2

A SUBDIVISION OF 11.978 ACRES OF LAND
LOCATED IN THE
L.M. COLLARD SURVEY, SECTION 97, ABSTRACT NO. 1259
MEDINA COUNTY, TEXAS



Agenda Report

Agenda of: August 13, 2025

Department: Community Development

Subject: Development Agreement Policy

Recommended Motion:

Provide a recommendation to City Council on how the City should proceed with the Development Agreement Policy in the absence of an adopted UDO.

Background:

In 2023, the City of Castroville adopted a Development Agreement Policy to serve as a stopgap regulatory framework while the City developed a Unified Development Ordinance (UDO). The Development Agreement Policy was designed to provide interim guidance for land use, infrastructure, design, and development standards — particularly within the City’s Extraterritorial Jurisdiction (ETJ) — and was intended to bridge the gap until a comprehensive UDO could be implemented.

In July 2025, the City Council formally declined to adopt the proposed UDO. As a result, the regulatory future of the Development Agreement Policy must now be re-evaluated.

Purpose of this Item:

The Planning and Zoning Commission is asked to discuss the role and applicability of the Development Agreement Policy moving forward. Specifically:

- Should the Development Agreement Policy continue to be used as the City’s guiding development framework for projects in the ETJ?
- Should components of the policy be incorporated into the existing zoning and subdivision ordinances?
- Are there aspects of the policy that require revision or removal?
- Should additional public input or policy workshops be held to address Development Agreement Policy?

Attachments:

- Board Action
- Development Agreement Policy highlighted to show existing, not existing, and existing, but different regulations.

- Development Agreement Policy comparison to Chapter 100: Subdivisions and Comprehensive Zoning Ordinance.

CITY OF CASTROVILLE
PLANNING AND ZONING COMMISSION ACTION
August 13, 2025

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

Discussion and possible action on the Development Agreement Policy.

RECOMMENDATION:

Chairperson
Planning and Zoning Commission

Date

Not in current ordinances

In current ordinances

Regulated in current ordinances, but have different standards.

Section V, Item c.

In general, we currently do not have standards for Development Agreements, outside of this policy. These process' do not exist in the CZO or Code of Ordinances.



DEVELOPMENT AGREEMENT POLICY

Intent: Castroville's historical development patterns have proven to be a timeless way of building, leading to a high quality of life for our residents. Key characteristics within these patterns have been extracted and captured within the standards of this policy. Projects meeting the standards of this policy or ones collaboratively designed through the Charrette process should receive an expedited timeline.

Sec. __.1. -Purpose. The purpose of a development agreement is to determine whether the City wishes to authorize by binding contract a plan of development for land located in the City's Extraterritorial Jurisdiction (ETJ). The development agreement should be used to prescribe development standards, development uses and intensities, environmental standards, and public facilities standards governing development of the land for the term of the agreement, to provide for delivery of public facilities to the property, and to provide for an annexation schedule to bring the property into the City.

A.The purpose of a development agreement is to enable development of land in the City's ETJ to occur in a manner that supports the goals of the community that requires public water and wastewater services and that are to be governed by standards applicable to development inside the city limits.

B.The purpose of the agreement should also be to provide for development outside the city limits that is compatible with development inside the city limits in anticipation of the eventual annexation of the land subject to the agreement into the City. 1

Sec. __.2. -Applicability. A development agreement should be approved only

for land located in the ETJ of the City and should be used if either of the following is applicable:

- A. It is likely that the property subject to the agreement shall remain in the ETJ for a period exceeding five (5) years and the property owner seeks to pursue development prior to annexation at urban level residential densities or intensities of use.
- B. The City proposes to annex a property within the ETJ that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber use. A development agreement, consistent with the provisions of the Local Government Code, should be offered.

Sec. __.3. -Pre-Application Meeting. A meeting with the city staff should be conducted before the submittal to coordinate the goals and applicability of the development project. The city staff will provide the minimum standards to secure a development agreement and the anticipated process. The applicant is responsible for providing the following information.

- A. Project description including the proposed land uses and development intensity to be included in the project.
- B. Site map.
- C. Acreage of the property.
- D. Identified potential incentive projects to be requested.

Sec. __.4. -Application. A complete application with the established fees and selected development agreement process should be submitted to the city staff for review.

Sec. __.5. - Process. Applicants not seeking incentives may proceed with preparing a development agreement. Applicants requesting financial incentives are provided two options for the development agreement process, Option 1: Direct Submittal or Option 2: The Charrette. Applicants seeking direct submittal options must demonstrate compliance with this policy and justification for the financial incentive request.

Standard Process: An applicant submits a completed application demonstrating compliance with the minimum standards of this policy as established in Section __.6. for review. City staff should have ninety (90) days to review and issue comments on the development agreement proposal.

This process does not exist in current ordinances.

Optional: The Charrette. A Charrette is a collaborative urban design and development workshop to create a fiscally viable and geographically appropriate development project. The development team and the City team work together to achieve common project goals for the development agreement. The Charrette process should ensure compliance leading to an expedited development agreement process.

- I. A schedule should be established at a kickoff meeting after a complete development agreement application has been accepted by city staff.
- II. The kickoff meeting should include a site tour, a presentation by the applicant, and a review of the development agreement proposal.
- III. The Charrette process should facilitate the creation of a draft site development plan and development agreement standards for the project.
- IV. Post-Charrette work should be used to refine the site plan details and standards for the project. The city staff, including the consultant and development team, should establish responsible parties for each task associated with the preparation of the final development agreement.
- V. City staff and the development team should collaboratively prepare the development agreement and presentation for City Council. A final development agreement should be prepared, and public hearings should be scheduled for City Council. City Council should approve, approve with conditions, or deny the development agreement application and provide direction to city staff.

Sec. __.6. -Standards. These Development Agreement Standards are established as minimum requirements to secure a development agreement within the City of Castroville. The metrics ensure Castroville's developments meet the community's goals by creating fiscally productive places that foster opportunities for the residents and businesses within neighborhoods. Using the Guiding Principles and the appropriate standards for the type of development, the design and function of the development should simulate key patterns that make up Castroville's character. The Development Agreement process provides flexibility, therefore, these standards can be modified during the process to produce the best development outcomes.

No standards currently for DA's

→ **A. Development Standards Organization-** The Development Agreement Standards are organized from the largest scale of Citywide Guiding Principals to smaller scale standards focused on residential and commercial standards.

B. Citywide Guiding Principals

- **City Additions-** Castroville is a series of complete neighborhoods. The City should grow in a logical progression from the center outward, minimizing leapfrog development. New neighborhoods should be designed as additions to the existing urban fabric and street network.
- **Neighborhoods-** Neighborhoods should be walkable, and connected with a mixture of uses and parks where daily activities occur within a close quarter-mile distance from one another.
- **Nature Preservation-** Wherever possible, natural features, including streams, creeks, rivers, trees, and wildlife habitats, should be preserved, and accessible to pedestrians. Natural drainage systems should be enhanced.
- **Historic Preservation-** Historic buildings and sites are valuable pieces of the City's heritage and should be preserved and protected whenever possible.
- **Housing Diversity-** A broad range of housing types, sizes, and price levels should exist within neighborhoods. This allows a diversity of people and households to interact, get to know each other, and create community. This strengthens civic bonds and helps maintain Castroville's small-town character.
- **Building Intensity-** The intensity of buildings within the neighborhood should be related to the infrastructure systems that support the neighborhood so that sufficient tax revenues will be generated to pay for the long-term maintenance of those systems.
- **Trail Connections-** A variety of parks and open spaces should be integrated into the design of neighborhoods and parks, with trails and paths connecting neighborhoods and services.

Spoken about in PUD's.

Touched on in PUD's.

Touched on in PUD's.

- **Civic Buildings-** Civic buildings are places for people to gather and should be located on essential and prominent neighborhood sites. Civic buildings should be distinctive and designed to last for generations. The places range from libraries and schools to places of worship or other public gathering spaces. School sites should be planned so children within the surrounding neighborhoods can safely walk or bicycle to and from school. School sites should be coordinated with the City and school district.

C.Minimum General Development Standards

- **Fiscal Productivity**
 - The development should demonstrate it is fiscally productive for the city by determining the development’s return on investment (ROI) versus the cost to support the development.
 - The development revenues must support the infrastructure and services required to serve the neighborhood without subsidy from the city.
 - Developments may partner to achieve this in a cumulative calculation.
- **Utility Standards & Drainage Facilities**
 - All utilities should be underground and placed in such a way that reduces the interruption in sidewalks or other pedestrian environments.
 - Transformer vaults are preferred but not required.
 - Fiber optic infrastructure should be included in all new neighborhoods.
 - Partial open space credit may be granted for projects using innovative stormwater solutions. Park improvements may be incorporated where appropriate and should be accessible by pedestrians as determined by city staff.
- **Dark Skies**
 - Developments must incorporate lighting in conformance with the International Dark Sky model ordinance standards.

Touched on in PUD's.

- **Trail Network**
 - A trail is a shared-use right-of-way for pedestrians and bicycles within civic space, open space, or in locations designated on the Transportation Plan or by city staff. The minimum right-of-

way width for a trail shall be determined by the ASHTO standards by trail type.

- Trails should be planned and constructed within each new neighborhood. The placement and number of trails should be determined during the Development Agreement process.
- Trails should be constructed on the highest ground possible along floodplains, tributaries, or waterways.

Touched on in PUD's.

- **Natural Highlight & View Corridors**

- Prominent natural features should be preserved and integrated to create a sense of place and unique character.
- View corridors can be used to highlight or enhance features or areas. These items should be discovered early in the neighborhood design process.
- Any unique circumstances that require preservation should be determined during the Development Agreement process.

- **Block Network**

In current ordinances blocks are based on street type, but range from max length 2,400 ft and minimum 600 ft. No configuration requirements.

- Castroville is configured in a series of three hundred and thirty by three hundred and thirty (330 X 330) foot blocks. The blocks support a wide range of building types, infrastructure redundancy, and a network of small connected streets to produce a walkable environment.
- Developments should be configured using the Castroville block of three hundred and thirty (330) foot blocks. If ROW dedication and construction is not warranted at the time of development, then ROW reservations may be used to secure the network without installing the permanent improvements.
- Physical features such as railroads, topographic constraints, or other site constraints may interrupt the block structure and street grid, as approved by city staff. Where there are physical limitations, a pedestrian block break is permitted for a maximum distance of six hundred and ninety (690) foot blocks.
- Figure A demonstrates a wide range of block types. The developer may also suggest a block configuration for consideration.
- If approved by city staff, pedestrian block breaks may be counted as block breaks.

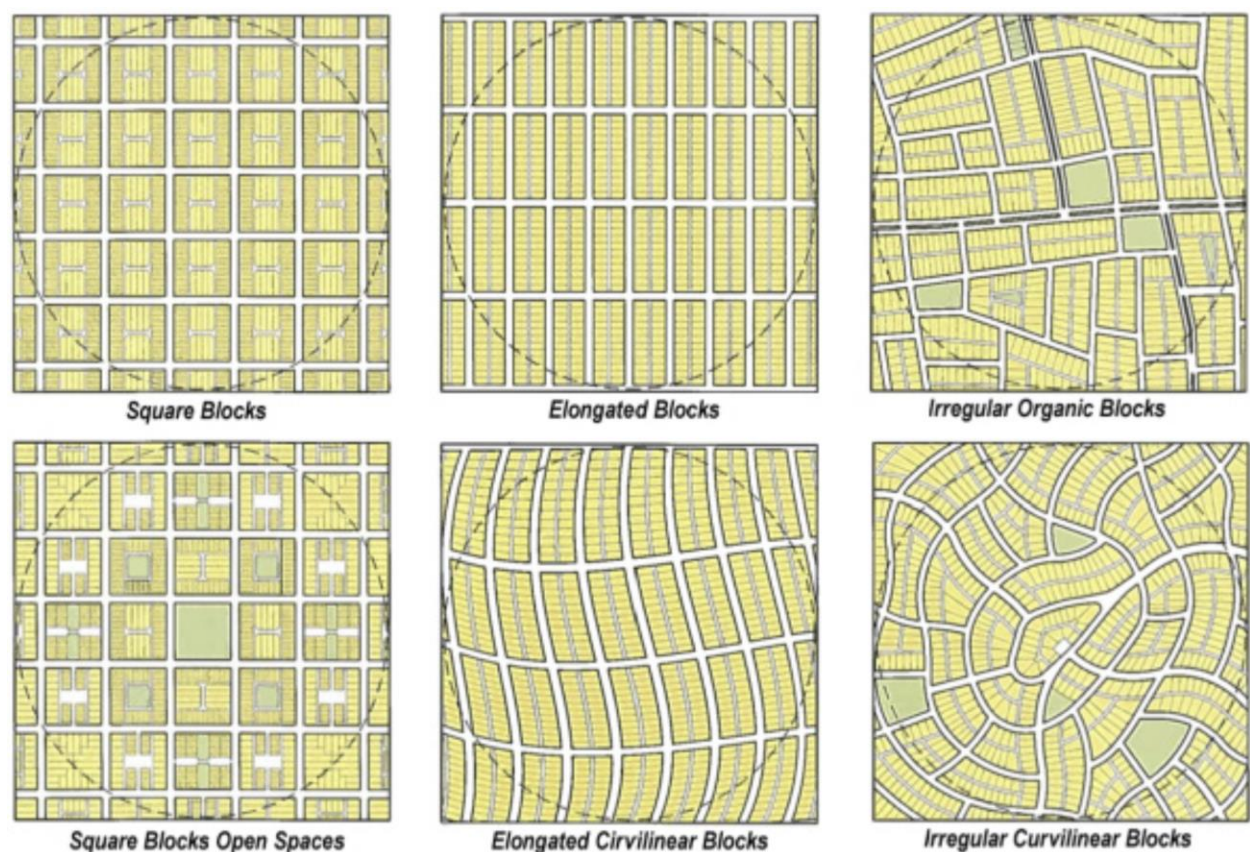



Figure A: Block Types

• **Streets**

- The street network should follow a traditional grid system to create an interconnected network of streets that extend to and from adjacent neighborhoods and undeveloped properties. The applicant should be responsible for constructing all interior street improvements and the adjacent half of all perimeter streets surrounding the neighborhood that are not improved to city standards.
- The street type should determine street widths.
- County street standards may be used as determined by city staff.
- **Street Types**
 - i. Boulevards should have a minimum dedicated right-of-way of eighty (80) feet and a minimum paving width curb-to-curb of thirty-two (32) feet.
 - ii. Neighborhood Streets should have a minimum dedicated right-of-way of sixty (60) feet and a minimum paving width curb-to-curb of twenty-four (24) feet.
 - iii. Rural Roads should generally be constructed with concrete ribbon curbs and bioswales with varying right-of-way widths.

Chapter 100 has street types, but they have different names and standards.

Chapter 100 talks about cul-de-sacs and alleys, but they have different standards.



- Street intersections should sit at a ninety (90) degree angle. Variations may be approved by the city engineer.
- Cul-de-sacs are generally not permitted.
- Cul-de-sacs may be approved when a street cannot be extended due to unique circumstances such as topography, other natural or physical features, or existing development.
- Cul-de-sacs should not exceed three hundred and thirty (330) feet.
- Where a cul-de-sac dead ends to parkland, open space, trails, school sites, or other similar features, a dedicated public pedestrian access way of no less than twenty (20) feet wide should connect the end of the cul-de-sac to the adjacent feature.
- Alleys are encouraged but not required.

- **Public Access**

- Neighborhoods should be connected to and through with public streets.
- Gated or limited-access neighborhoods are discouraged.
- Public access points may be dedicated by separate instrument until the portion of property is included in the Plat

- **Neighborhood Services**

- All neighborhoods should include services and retail space to serve the residents.
- Services should be provided and accessible within two thousand five hundred (2,500) feet of each residential lot. This requirement is intended to provide access to daily goods and services within close proximity, allowing for a short walk, bike ride, or drive away. Types of services should include items required for daily necessities, further establishing a quality of living, work environments within close proximity to homes, and access to food, education, safety, and recreation. Small shops and local businesses are preferred uses but not required.

- **Civic Facilities**

- Each neighborhood should dedicate at least one public tract with a minimum of two (2) acres or ten (10) percent of land for meeting space. If a civic building is not viable during development, the property can be used as public open space until the time arises to build the facility.
- Dedicated civic spaces should be centrally located and easily accessible to the neighborhood by a comfortable walk, bike ride, or drive.

D. Minimum Commercial Standards

• Commercial Buildings

Talked about in CZO, but can not regulate materials per state law. Other standards have different requirements in the CZO.

- Commercial buildings should be constructed using eighty (80) percent or more masonry.
- Commercial buildings along key neighborhood streets should include seventy (70) percent glass on the ground floor adjacent to the street.
- Commercial developments should be prioritized in high-traffic areas of the neighborhood but encourage a mix of small-scale commercial services throughout the neighborhood.
- Screening of commercial buildings should be completed without the use of privacy fences or walls. Where applicable, natural buffers or screens are preferred.
- Streetscaping should exceed the minimum standards of the code. Details of street sections should be determined during the Development Agreement process.
- Commercial buildings should frame the street edge by being closely placed and connected with walkways along a continuous street edge.
- Protective awnings should be provided to cover the sidewalk or entry of the building.

• Design

- A building material list and architectural elements must be shown for each building type being proposed. The details should be included as part of the approved Development Agreement.
- Buildings should be designed with solar orientation in mind. Including but not limited to:
 - Windows and overhangs should be sized and located to optimize passive heating, cooling, and daylighting.
 - Use light exterior colors to help reduce the heat island effect.

• Streets

- Streets should be designed at a pedestrian scale and provide a means to walk, bicycle, drive, and take transit within the neighborhood and between neighborhoods.
- Streets provide areas for streetscaping and landscaping, which provide shade and character for the neighborhood. Streetscaping should use native and adaptive plants that can thrive with minimal irrigation.

There landscaping and pedestrians system standards in the CZO, but are different regulations.

- Frontage standards should be established during the Development Agreement process as determined by the building types and intensities.
- Street standards will be coordinated with Medina County street standards as determined by city staff.

- **Sidewalks**

- Sidewalks must be located on both sides of the street, and sidewalk widths should be determined by street types.

- **Parking**

There are parking standards in the CZO, but different regulations.

- Commercial corridors should have no more than twenty-five (25) percent of the parking lot in front of the building. Majority of the parking lot must be located on the side or rear of the building in accordance with the Americans Disability Act (ADA).
- Parking should have a non-dominant position in the neighborhood design. This means parking should be distributed on-street, alley-loaded, or to the rear of the building.
- Driveway curb cuts should be minimized through shared drives, service entrances, or alleys wherever possible.

E. Minimum Residential Standards

- **Residential Buildings**

There are standards in the CZO for this, but they are different. PUD's do not have max/min zoning regs.

- A building material list and architectural elements must be shown for each building type being proposed. The details should be included as part of the approved Development Agreement.
- Mix affordable and market-rate housing near services (preferably a ratio of one (1) affordable for every five (5) market rate).
- A variety of building types are encouraged including detached residential, attached residential, townhomes, courtyard buildings, duplexes and quadplexes.
- Variations in roof or building lines are preferred. Homes with identical elevations should be restricted from being built on adjacent lots or lots directly across from each other on the same street and should have two (2) full lots separation between them on the i) same or ii) opposite side of the street.
- Maximum height thirty-five (35) feet.
- Porches, patios, and/or courtyards may protrude into the front or rear setback by no more than five (5) feet.
- Thirty (30) percent of the front facade should be glazed.

- The front facade should include a porch, stoop, terrace, or other feature appropriate to the building and street type.

- **Garages**

- Garages are not the predominant feature of Castroville homes. New developments should either place the garage on an alley, provide a J-swing garage, or place the garage a minimum of ten (10) feet behind the principal front facade of the primary structure. Another option should be to add architectural elements to reduce the view of the garage.
- Garages should either be placed in the rear, in a j-swing orientation of the house, or set back from the primary frontage of the house to ensure a non-dominant position.

- **Setbacks**

- The minimum front setback for detached residential lots is five (5) feet.
- Setbacks vary for additional building types. The building type list with proposed setbacks should be provided during the Development Agreement process.
- Building types and building placements should be established during the Development Agreement process.

- **Lot Size**

- Lot sizes should be established by the housing type. Lot sizes should be determined during the Development Agreement process.

- **Density**

- Neighborhoods range in units per acre based on the housing type being built. A neighborhood should include a mix of densities to support a variety of lifestyle choices.
- A minimum of two (2) residential units should be allowed on every lot.

- **Accessory Dwelling Unit (ADU)**

- ADUs should be allowed by right on all lots.
- This does not require the construction of an ADU, but allowance is mandatory as part of the Development Agreement.
- ADUs must be located behind the principal structure.


There are standards in the CZO for this, but they are different. PUD's do not have max/min zoning regs.

There are standards in the CZO for this, but they are different. PUD's do not have max/min zoning regs.

- **Streets**

- Streets should be designed at a pedestrian scale and provide a means to walk, bicycle, drive, and take transit within the neighborhood and between neighborhoods. Streetscaping should use native and adaptive plants that can thrive with minimal irrigation.
- Frontage standards should be established during the Development Agreement process as determined by the building types and intensities.

In Chapter 100, but 5 ft requirement.



- **Sidewalks**

- Sidewalks should be constructed on both sides of the street, and widths should be a minimum of six (6) feet.
- Streetscaping must include street trees every forty-five (45) feet on center.

- **Landscaping**

- Landscaping should consist primarily of native and/or drought-resistant plants.

Sec. __.7. -Optional Design Standards. Additional incentivized development agreements must achieve higher design and development standards, along with other public improvements, deemed above and beyond the minimum standards of this policy by the City. Items may include traditional Alsatian architecture, clustered density to increase reserved open space or other items determined by the applicant and City during negotiations.

A. During the Charrette process, items to be included in an incentive package should be established.

B. During the Post-Charrette work, the development team should create an outline with cost estimates of items to be included in the incentive package and a justification of their public benefits.

Sec. __.8. -Incentives. Economic incentives may be granted if the development meets standards listed in Section 6, along with adequate optional seventeen (17) design standards listed in Section 7 as negotiated through the development process.

Sec. __.9. -Expiration. The development agreement shall expire at the date agreed upon in the Charrette process. If a development application is approved or pending approval, that development may proceed. The

development agreement may be extended with approval from the City Council.

Sec. __.10. -Amendments. An approved development agreement may be amended with approval from the City Council. A Charrette may be necessary, as determined by City staff, if deletion or changes to blocks, land use, intensity, or land use patterns are requested.

Sec. __.11. -Termination. The development agreement may be terminated for breach of the agreement or other reasons in accordance with its terms. (This section requires the City legal team additions)

Comparison of DA Policy and Current Ordinances.

1. Charrette Process for Collaborative Planning

Development Agreement Policy:

- Establishes an optional but **formalized Charrette process** as a collaborative design workshop between the City and the developer.
- Includes: kickoff meeting, site tour, development standards drafting, refinement period, and staff-developer coordination for Council presentation.
- Purpose: Align development outcomes with community goals and expedite approval through early consensus.

Not addressed in Zoning or Chapter 100:

- Neither code references Charrettes, collaborative design, or coordinated pre-development planning processes. Zoning and subdivision processes are linear and transactional.

2. Citywide Guiding Principles for Development Patterns

Development Agreement Policy:

- Introduces **planning philosophy and urban form goals**, including:
 - Logical growth outward from the city center.
 - Complete neighborhoods (walkable, mixed-use, integrated services).
 - Preservation of nature, historic sites, and view corridors.
 - Infrastructure-scaled building intensity.
 - Inclusion of trail networks and civic buildings.

Not addressed in Zoning or Chapter 100:

- The zoning ordinance regulates by use type and district but lacks these forward-looking design principles.
- Chapter 100 focuses on platting and infrastructure, not character or long-term planning frameworks.

3. Fiscal Productivity & Return on Investment (ROI)

Development Agreement Policy:

- Requires applicants to calculate and demonstrate that their development:
 - Is fiscally productive to the City over time.
 - Will pay for its own infrastructure and service needs.

- Will not require a subsidy from the City.

Not addressed in Zoning or Chapter 100:

- No code provisions require fiscal impact analysis or cost-revenue modeling.
 - City does not currently assess long-term budgetary viability of developments through its standard zoning or subdivision processes.
-

4. Trail Network Integration

Development Agreement Policy:

- Requires internal trail networks connecting to civic space, parks, or off-site destinations.
- Trails must be built to AASHTO standards and routed through the highest elevations along floodplains when possible.

Not addressed in Zoning or Chapter 100:

- Chapter 100 discusses parkland dedication and pathways but not trail networks.
 - Zoning code does not regulate off-street pedestrian or recreational connectivity.
-

5. Civic Facility Dedication Requirement

Development Agreement Policy:

- Each neighborhood must dedicate:
 - At least one public tract (minimum 2 acres or 10% of land) for future civic use (schools, libraries, meeting halls, etc.).
 - This tract can be used as open space if not developed immediately.

Not addressed in Zoning or Chapter 100:

- No provision mandates dedicated civic space in new neighborhoods.
 - Parkland dedication (Chapter 100) is strictly for recreation.
-

6. Neighborhood Services Requirement (Proximity to Daily Needs)

Development Agreement Policy:

- Requires that:

- Each lot be within 2,500 feet of retail, food, or service facilities to promote walkability and reduce vehicle dependence.
- Services may be internal or proximate, and intended to support complete neighborhood design.

Not addressed in Zoning or Chapter 100:

- Zoning permits neighborhood commercial zones but does not require proximity or inclusion of service uses in residential neighborhoods.
 - Subdivision code does not mandate neighborhood-serving land use.
-

7. Architectural and Façade Standards

Development Agreement Policy (Commercial + Residential):

- Specifies architectural features such as:
 - Minimum 80% masonry for commercial buildings.
 - 70% glass on the ground floor for street-facing commercial façades.
 - Residential requirements for porches, roof variations, stoops, and minimum 30% façade glazing.
 - Design rules prohibit garage-dominated frontages; require J-swing, alley-access, or garage setbacks.
 - Elevation variety to avoid repetition across neighboring homes.

Not addressed in Zoning or Chapter 100:

- No architectural material, façade transparency, or streetscape design standards in code.
 - Zoning addresses setbacks, lot sizes, and land use, but not form-based design elements.
-

8. ADUs Allowed by Right

Development Agreement Policy:

- Requires all residential lots to allow for one Accessory Dwelling Unit (ADU) by right.
- ADUs must be placed to the rear of the primary structure and designed to blend into the neighborhood.

Zoning Ordinance:

- Only allows secondary residential structures in specific zones (e.g., I-I district for caretakers) and does not grant a universal right to ADUs.
- Policy shifts from discretionary to entitled ADUs on all lots, a significant policy change.

9. Mixed Housing Types & Density Integration

Development Agreement Policy:

- Mandates mix of housing types (single-family, duplex, townhomes, courtyard homes).
- Encourages “gentle density” with a minimum of 2 units per lot, even on traditionally single-family parcels.

Zoning Ordinance:

- Defines strict use districts (R-A, R-C, etc.) with minimum lot size and unit limits.
 - Does not require or encourage a housing mix.
-

10. Block Size and Street Network Requirements

Development Agreement Policy:

- Requires developers to follow Castroville’s traditional 330’ x 330’ block pattern.
- Allows up to 690’ blocks with pedestrian breaks.
- Prohibits cul-de-sacs (unless justified) and requires interconnected grid patterns.

Subdivision Ordinance (Chapter 100):

- Provides block length maximums (e.g., 1,200’ for minor streets), but no minimum or preferred configuration.
 - No design intent regarding walkability or network redundancy.
-

11. Alleys, Parking Placement, and Driveway Limits

Development Agreement Policy:

- Encourages alleys for residential access and mandates non-dominant parking design.
- Commercial: no more than 25% of parking allowed in front of the building.
- Promotes shared driveways and alley service to limit curb cuts.

Zoning and Subdivision Ordinances:

- No alley design guidance, and front-loaded garages are standard.
 - Minimum restrictions on parking placement for commercial developments.
-

12. Optional Standards for Incentives (Section 7)

Development Agreement Policy:

- Developers seeking incentives must go beyond minimums by offering:
 - Traditional Alsatian architectural themes,
 - Open space preservation via clustered density,
 - Public amenity enhancements.

Not addressed in Zoning or Chapter 100:

- No incentive policy or tradeoff framework exists in either ordinance.
-

13. Formal Incentive Program Process

Development Agreement Policy:

- Enables financial incentives (fee waivers, reimbursement, tax relief) for developers who exceed standards.
- Requires cost estimates and justification of public benefit.

Not addressed in Zoning or Chapter 100:

- No procedure for economic development incentives in land development regulations.
-

14. Development Agreement Lifecycle Provisions

Development Agreement Policy includes:

- **Expiration date**, and terms for:
 - Amendments (with possible Charrette),
 - Extensions (by Council vote),
 - Termination (pending legal language).

Zoning/Subdivision Codes:

- Do not include contractual lifecycle clauses.
- Plat approvals expire after a set period, but broader development rights and obligations are not addressed.



Agenda Report

Agenda of: August 13, 2025

Department: Administration / Legal

Subject: Discussion and appropriate action on a resolution amending the Development Agreement for the City of Castroville East Side Public Improvement District No. 2 (Flat Creek).

Recommended Motion:

I move to Approve a resolution amending the Development Agreement for the City of Castroville East Side Public Improvement District No. 2 (Flat Creek).

Background:

On August 24, 2023, the City of Castroville entered into a Development Agreement with KF Flat Creek, LP (“Developer”) in connection with the creation of the City of Castroville East Side Public Improvement District No. 2 (Flat Creek). The Development Agreement established terms and conditions for the development of a high-quality, master-planned residential community, including provisions related to Public Improvement District (PID) financing.

The Developer has requested an amendment to the Development Agreement to modify the aggregate principal amount of PID Bonds that may be issued for the development of the District.

The First Amendment to Development Agreement provides that:

- The aggregate principal amount of all PID Bonds shall not exceed \$25,000,000, plus the amount allocated to the project pursuant to the Multi-Party Agreement in accordance with Section 3.04(f) of the Development Agreement.
- All other provisions of the original Development Agreement remain in full force and effect.

Attachments:

- Board Action
- Resolution – Approving First Amendment to Development Agreement (Flat Creek)
- Exhibit A – First Amendment to Development Agreement (Flat Creek)

CITY OF CASTROVILLE
PLANNING AND ZONING COMMISSION ACTION
August 13, 2025

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

Discussion and appropriate action on a resolution amending the Development Agreement for the City of Castroville East Side Public Improvement District No. 2 (Flat Creek).

RECOMMENDATION:

Chairperson
Planning and Zoning Commission

Date

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTROVILLE, TEXAS AUTHORIZING THE CITY TO ENTER INTO AN AMENDMENT TO A DEVELOPMENT AGREEMENT WITH THE DEVELOPERS OF THE CITY OF CASTROVILLE EAST SIDE PUBLIC IMPROVEMENT DISTRICT NO. 2 (FLAT CREEK) AND RESOLVING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City Council (the *Council*) of the City of Castroville, Texas (the *City*) recognizes the importance of its continued role in local economic development, the protection of the health, safety, and welfare of its inhabitants, and orderly development of property within the City; and

WHEREAS, the Council has heretofore created the City of Castroville East Side Public Improvement District No. 2 (Flat Creek) (the *District*) pursuant to the applicable provisions of Subchapter A of Chapter 372, as amended, Texas Local Government Code (the *PID Act*); and

WHEREAS, as a condition to the City’s creation of the District, it required the developers of the Property (the *Developer*) to commit to various standards of development concerning the Property to ensure delivery of a high-quality, master-planned residential community, which was memorialized in a “Development Agreement” between the City and the Developer (the *Development Agreement*); and

WHEREAS, the Developer has requested that the City amend certain terms of the Development Agreement concerning the increase of the aggregate principal amount of all PID Bonds allowed to be issued for the development of the District; and

WHEREAS, the City and the Developer have agreed to the terms of a Development Agreement amendment, a copy of which is attached hereto as Exhibit A (the *Amendment*); and

WHEREAS, the City confirms its prior determination that the property’s development pursuant to the Agreement, as amended by the Amendment, will benefit the City by, among other things, expanding the City’s property and sales tax, providing additional for City residents, and further establishing standards for development within the City, thereby serving a public purpose; and

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

SECTION 1. Under and pursuant to applicable Texas law, the Council hereby approves the Amendment in the form attached hereto as Exhibit A. The Council authorizes the Mayor or the City Administrator to execute and enter into the Amendment on behalf of and as the act and deed of the Council for all purposes.

SECTION 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Council.

SECTION 3. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

* * * *

PASSED AND ADOPTED on the 12th day of August, 2025.

CITY OF CASTROVILLE, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

EXHIBIT A
AMENDMENT TO DEVELOPMENT AGREEMENT

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “**Amendment**”) is entered into effective as of the 12th day of August, 2025 (the “**Amendment Effective Date**”), by and between the City of Castroville, Texas, a political subdivision of the State of Texas (“**City**”) and KF Flat Creek, LP, a Texas limited partnership (“**Developer.**”)

W I T N E S S E T H :

WHEREAS, City and Developer entered into that certain Development Agreement dated effective August 24, 2023 (the “**Agreement**”) relating to the development of the Property; and

WHEREAS, City and Developer desire to amend the aggregate principal amount of all PID Bonds that may be issued for the development of the District as set forth in Section 5.01(g)(i) of the Agreement; and

WHEREAS, City and Developer desire to amend the Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. Defined Terms. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.

2. Amendment to Issuance of PID Bonds. Section 5.01(g)(i) of the Agreement is hereby deleted in its entirety and replaced with the following:

(i) the aggregate principal amount of all PID Bonds shall not exceed \$25,000,000, plus the amount allocated to the Project pursuant to the application of the terms of the Multi-Party Agreement in accordance with Section 3.04(f) hereof;

3. Full Force and Effect. In the event any of the terms of the Agreement conflict with the terms of this Amendment, the terms of this Amendment shall control. Except as amended hereby, all terms and conditions of the Agreement shall remain in full force and effect, and City and Developer hereby ratify and confirm the Agreement as amended hereby. The Agreement, as amended herein, constitutes the entire agreement between the parties hereto and no further modification of the Agreement shall be binding unless evidenced by an agreement in writing signed by City and Developer.

4. Counterparts. This Amendment may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one Amendment.

5. Governing Law. This Amendment shall be construed and governed in accordance with the laws of the State of Texas.

[SIGNATURE PAGE(S) FOLLOW]

EXECUTED AND EFFECTIVE as of the Amendment Effective Date.

CITY:

CITY OF CASTROVILLE, TEXAS,
a political subdivision of the State of Texas

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on _____, 2025 by _____, _____ of City of Castroville, Texas, a political subdivision of the State of Texas, on behalf of said political subdivision, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she or he executed the same for the purposes and consideration set forth therein.

Notary Public, the State of Texas

DEVELOPER:

KF FLAT CREEK, LP
a Texas limited partnership

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on _____, 2025 by
_____, _____ of KL Flat Creek, LP, a Texas limited partnership, on behalf of said entity,
known to me to be the person whose name is subscribed to the within instrument, and
acknowledged that she or he executed the same for the purposes and consideration set forth therein.

Notary Public, the State of Texas

King Fish Development
Flat Creek PID - Annexed - 6% Reimbursement Bonds - Max Proceeds \$25M
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May 27, 2025

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Exhibit A
King Fish Development
Flat Creek PID - Annexed - 6% Reimbursement Bonds - Max Proceeds \$25M
Summary
May 27, 2025

	IA #1	IA #2	IA #3	IA #4	Total
Land Plan					
<i>Property Type</i>	<i>Units</i>	<i>Units</i>	<i>Units</i>	<i>Units</i>	<i>Units</i>
50'	73	84	-	-	157
60'	65	81	77	67	290
70'	-	81	76	69	226
Values					
Total Improved Land Value	\$ 12,835,000	\$ 25,541,820	\$ 17,580,679	\$ 15,965,874	\$ 71,923,374
Value to Lien - Improved Land	2.81	2.54	2.54	2.57	2.59
Total Value required for a 3:1 VTL	\$ 548,297	\$ 628,979	\$ 714,850	\$ 730,556	\$ 652,484
Total Assessed Value	\$ 75,665,000	\$ 154,728,900	\$ 109,372,050	\$ 99,355,599	\$ 439,121,549
Value to Lien - Assessed Value	16.56	15.36	15.82	15.98	15.81
Assessments					
Assessment Levy Date	10/1/2025	10/1/2026	10/1/2027	10/1/2028	
Bond Issuance Date	10/1/2025	10/1/2026	10/1/2027	10/1/2028	
Bond Term (Years)	30	30	30	30	
Interest Rate	6.00%	6.00%	6.00%	6.00%	
Bond Proceeds	\$ 4,113,000	\$ 9,067,000	\$ 6,224,000	\$ 5,596,000	\$ 25,000,000
Reserve Fund	\$ (299,200)	\$ (659,120)	\$ (452,700)	\$ (407,040)	\$ (1,818,060)
Administrative Expenses	\$ (35,000)	\$ (35,000)	\$ (35,000)	\$ (35,000)	\$ (140,000)
Capitalized Interest (0 months)	\$ -	\$ -	\$ -	\$ -	\$ -
Underwriter's Discount (3.00%)	\$ (123,390)	\$ (272,010)	\$ (186,720)	\$ (167,880)	\$ (750,000)
Cost of Issuance (7.00%)	\$ (287,910)	\$ (634,690)	\$ (435,680)	\$ (391,720)	\$ (1,750,000)
Net Bond Proceeds	\$ 3,367,500	\$ 7,466,180	\$ 5,113,900	\$ 4,594,360	\$ 20,541,940
50' Assessment/Unit	\$ 26,092	\$ 28,690	\$ -	\$ -	
60' Assessment/Unit	\$ 33,974	\$ 37,357	\$ 37,004	\$ 37,356	
70' Assessment/Unit	\$ -	\$ 44,828	\$ 44,404	\$ 44,828	
Costs					
Authorized Improvements	\$ 5,662,041	\$ 12,878,824	\$ 8,748,359	\$ 7,800,168	\$ 35,089,392
Bond Issuance Costs	\$ 745,500	\$ 1,600,820	\$ 1,110,100	\$ 1,001,640	\$ 4,458,060
Less: Bond Proceeds	\$ (4,113,000)	\$ (9,067,000)	\$ (6,224,000)	\$ (5,596,000)	\$ (25,000,000)
Owner Contribution	\$ 2,294,541	\$ 5,412,644	\$ 3,634,459	\$ 3,205,808	\$ 14,547,452
Average Annual Installments					
First Annual Installment Due	1/31/2026	1/31/2027	1/31/2028	1/31/2029	
Total Average Annual Installment	\$ 360,475	\$ 737,029	\$ 520,963	\$ 473,233	\$ 2,091,699
50' Annual Installment/Unit	\$ 2,287	\$ 2,332	\$ -	\$ -	
60' Annual Installment/Unit	\$ 2,978	\$ 3,037	\$ 3,097	\$ 3,159	
70' Annual Installment/Unit	\$ -	\$ 3,644	\$ 3,717	\$ 3,791	
Equivalent Tax Rates					
PID Equivalent Tax Rate / \$100 AV	\$ 0.4764	\$ 0.4763	\$ 0.4763	\$ 0.4763	\$ 0.4763
Total Tax Rate with PID / \$100 AV	\$ 2.8390	\$ 2.8389	\$ 2.8389	\$ 2.8389	\$ 2.8389

Exhibit B
King Fish Development
Flat Creek PID - Annexed - 6% Reimbursement Bonds - Max Proceeds \$25M
Authorized Improvements
May 27, 2025

Authorized Improvements [a]	IA #1		IA #2		IA#3		IA#4		Total Costs
Major Improvements [b]									
Sitework & SW3P Onsite	\$	26,974	\$	54,078	\$	37,476	\$	33,746	\$ 152,274
Streets	\$	330,552	\$	662,699	\$	459,252	\$	413,534	\$ 1,866,038
Drains	\$	96,009	\$	192,481	\$	133,390	\$	120,111	\$ 541,992
Sanitary Sewer	\$	29,340	\$	58,821	\$	40,763	\$	36,705	\$ 165,630
Water	\$	55,992	\$	112,254	\$	77,792	\$	70,048	\$ 316,087
Engineering	\$	48,634	\$	97,504	\$	67,570	\$	60,844	\$ 274,552
District Formation Costs	\$	53,142	\$	106,541	\$	73,833	\$	66,483	\$ 300,000
Internal Improvements									
Sitework & SW3P Onsite	\$	662,667	\$	711,460	\$	482,201	\$	429,455	\$ 2,285,784
Streets	\$	1,311,419	\$	5,119,599	\$	3,469,873	\$	3,090,318	\$ 12,991,208
Drains	\$	264,683	\$	559,210	\$	379,012	\$	337,553	\$ 1,540,458
Detention Pond	\$	220,727	\$	383,461	\$	259,896	\$	231,467	\$ 1,095,551
Sanitary Sewer	\$	1,128,376	\$	1,937,216	\$	1,312,973	\$	1,169,352	\$ 5,547,918
Water	\$	977,033	\$	1,829,458	\$	1,239,938	\$	1,104,306	\$ 5,150,736
Contingency (10%)	\$	456,491	\$	1,054,040	\$	714,389	\$	636,245	\$ 2,861,165
Total Authorized Improvements	\$	5,662,041	\$	12,878,824	\$	8,748,359	\$	7,800,168	\$ 35,089,392

Footnotes:

[a] Per Engineer's Opinion of Probable Cost, received April 4, 2025. Excludes utility conduit crossing as this is not PID eligible.

[b] Allocated per uninflated assessed value.

Exhibit C
King Fish Development
Flat Creek PID - Annexed - 6% Reimbursement Bonds - Max Proceeds \$25M
AV and Assessment Spread
May 27, 2025

Lot Type [a]	Units [a]	Improved Land Value per Unit [b]	Total Improved Land Value	Assessed Value per Unit [a]	Total Assessed Value	Total Assessment	Average Annual Installment	Assessment Per Unit	Annual Installment Per Unit	PID Equivalent Tax Rate
Improvement Area #1										
50'	73	\$ 85,000	\$ 6,205,000	\$ 480,000	\$ 35,040,000	\$ 1,904,705	\$ 166,934	\$ 26,092	\$ 2,287	\$ 0.48
60'	65	\$ 102,000	\$ 6,630,000	\$ 625,000	\$ 40,625,000	\$ 2,208,295	\$ 193,541	\$ 33,974	\$ 2,978	\$ 0.48
IA#1 Total	138		\$ 12,835,000		\$ 75,665,000	\$ 4,113,000	\$ 360,475	\$ 29,804	\$ 2,612	\$ 0.48
Improvement Area #2										
50'	84	\$ 86,700	\$ 7,282,800	\$ 489,600	\$ 41,126,400	\$ 2,409,977	\$ 195,900	\$ 28,690	\$ 2,332	\$ 0.48
60'	81	\$ 104,040	\$ 8,427,240	\$ 637,500	\$ 51,637,500	\$ 3,025,920	\$ 245,968	\$ 37,357	\$ 3,037	\$ 0.48
70'	81	\$ 121,380	\$ 9,831,780	\$ 765,000	\$ 61,965,000	\$ 3,631,104	\$ 295,161	\$ 44,828	\$ 3,644	\$ 0.48
IA#2 Total	246		\$ 25,541,820		\$ 154,728,900	\$ 9,067,000	\$ 737,029			\$ 0.48
Improvement Area #3										
60'	77	\$ 106,121	\$ 8,171,302	\$ 650,250	\$ 50,069,250	\$ 2,849,275	\$ 238,491	\$ 37,004	\$ 3,097	\$ 0.48
70'	76	\$ 123,808	\$ 9,409,378	\$ 780,300	\$ 59,302,800	\$ 3,374,725	\$ 282,472	\$ 44,404	\$ 3,717	\$ 0.48
IA#3 Total	153		\$ 17,580,679		\$ 109,372,050	\$ 6,224,000	\$ 520,963			\$ 0.48
Improvement Area #4										
60'	67	\$ 108,243	\$ 7,252,295	\$ 663,255	\$ 44,438,085	\$ 2,502,884	\$ 211,659	\$ 37,356	\$ 3,159	\$ 0.48
70'	69	\$ 126,284	\$ 8,713,579	\$ 795,906	\$ 54,917,514	\$ 3,093,116	\$ 261,573	\$ 44,828	\$ 3,791	\$ 0.48
IA#4 Total	136		\$ 15,965,874		\$ 99,355,599	\$ 5,596,000	\$ 473,233			\$ 0.48
Total/Weighted Average										
50'	157	85,910	13,487,800	485,136	76,166,400	4,314,682	362,834	\$ 27,482	\$ 2,311	\$ 0.48
60'	290	105,106	30,480,837	644,034	186,769,835	8,083,489	889,659	\$ 27,874	\$ 3,068	\$ 0.48
70'	226	123,694	27,954,736	779,581	176,185,314	7,005,829	839,207	\$ 30,999	\$ 3,713	\$ 0.48
Project Total	673		\$ 71,923,374		\$ 439,121,549	\$ 25,000,000	\$ 2,091,699			\$ 0.48

Footnotes:

[a] Per Client correspondence on 5/8/24 and 4/22/25.

[b] Per client correspondence on 1/24/24.

Exhibit D
King Fish Development
Flat Creek PID - Annexed - 6% Reimbursement Bonds - Max Proceeds \$25M
Value to Lien Analysis
May 27, 2025

		IA #1	IA #2	IA #3	IA #4	Total
Bond Summary						
Bond Issuance		10/1/2025	10/1/2026	10/1/2027	10/1/2028	
Gross Bond Amount	[1]	\$ 4,113,000	\$ 9,067,000	\$ 6,224,000	\$ 5,596,000	\$ 25,000,000
<i>Bond Issuance Costs</i>						
Reserve Fund		\$ 299,200	\$ 659,120	\$ 452,700	\$ 407,040	\$ 1,818,060
Administrative Expenses		\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 140,000
Capitalized Interest		\$ -	\$ -	\$ -	\$ -	\$ -
Underwriter's Discount (3.00%)		\$ 123,390	\$ 272,010	\$ 186,720	\$ 167,880	\$ 750,000
Cost of Issuance (7.00%)		\$ 287,910	\$ 634,690	\$ 435,680	\$ 391,720	\$ 1,750,000
	[2]	\$ 745,500	\$ 1,600,820	\$ 1,110,100	\$ 1,001,640	\$ 4,458,060
Net Bond Proceeds	[3] = [1] - [2]	<u>\$ 3,367,500</u>	<u>\$ 7,466,180</u>	<u>\$ 5,113,900</u>	<u>\$ 4,594,360</u>	<u>\$ 20,541,940</u>
Total Improved Land Value	[4]	\$ 12,835,000	\$ 25,541,820	\$ 17,580,679	\$ 15,965,874	\$ 71,923,374
Less: Appraisal Discount (10%)	[5]	\$ (1,283,500)	\$ (2,554,182)	\$ (1,758,068)	\$ (1,596,587)	\$ (7,192,337)
Estimated Bond Sale Valuation	[6] = [4] + [5]	\$ 11,551,500	\$ 22,987,638	\$ 15,822,611	\$ 14,369,287	\$ 64,731,036
Total Assessment	[1]	\$ 4,113,000	\$ 9,067,000	\$ 6,224,000	\$ 5,596,000	\$ 25,000,000
Value to Lien - Improved Land	[7] = [6] ÷ [1]	<u>2.81</u>	<u>2.54</u>	<u>2.54</u>	<u>2.57</u>	<u>2.59</u>
Total Assessed Value	[8]	\$ 75,665,000	\$ 154,728,900	\$ 109,372,050	\$ 99,355,599	\$ 439,121,549
Less: Appraisal Discount (10%)	[9]	\$ (7,566,500)	\$ (15,472,890)	\$ (10,937,205)	\$ (9,935,560)	\$ (43,912,155)
Estimated Valuation	[10] = [8] + [9]	\$ 68,098,500	\$ 139,256,010	\$ 98,434,845	\$ 89,420,039	\$ 395,209,394
Total Assessment	[1]	\$ 4,113,000	\$ 9,067,000	\$ 6,224,000	\$ 5,596,000	\$ 25,000,000
Value to Lien - Assessed Value	[11] = [10] ÷ [1]	<u>16.56</u>	<u>15.36</u>	<u>15.82</u>	<u>15.98</u>	<u>15.81</u>

Exhibit E
King Fish Development
Flat Creek PID - Annexed - 6% Reimbursement Bonds - Max Proceeds \$25M
Sources and Uses
May 27, 2025

	IA #1	IA #2	IA #3	IA #4	Total
Sources of Funds					
Total Assessment	\$ 4,113,000	\$ 9,067,000	\$ 6,224,000	\$ 5,596,000	\$ 25,000,000
Owner Contribution [a]	\$ 2,294,541	\$ 5,412,644	\$ 3,634,459	\$ 3,205,808	\$ 14,547,452
Total Sources	\$ 6,407,541	\$ 14,479,644	\$ 9,858,459	\$ 8,801,808	\$ 39,547,452
Uses of Funds					
Authorized Improvements	\$ 5,662,041	\$ 12,878,824	\$ 8,748,359	\$ 7,800,168	\$ 35,089,392
<i>Bond Issuance Costs</i>					
Reserve Fund	\$ 299,200	\$ 659,120	\$ 452,700	\$ 407,040	\$ 1,818,060
Administrative Expenses	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 140,000
Capitalized Interest	\$ -	\$ -	\$ -	\$ -	\$ -
Underwriter's Discount (3.00%)	\$ 123,390	\$ 272,010	\$ 186,720	\$ 167,880	\$ 750,000
Cost of Issuance (7.00%)	\$ 287,910	\$ 634,690	\$ 435,680	\$ 391,720	\$ 1,750,000
	\$ 745,500	\$ 1,600,820	\$ 1,110,100	\$ 1,001,640	\$ 4,458,060
Total Uses	\$ 6,407,541	\$ 14,479,644	\$ 9,858,459	\$ 8,801,808	\$ 39,547,452

Footnotes:

[a] Owner will fund all costs not covered by Assessments.

Exhibit F

King Fish Development

Flat Creek PID - Annexed - 6% Reimbursement Bonds - Max Proceeds \$25M

Ad Valorem Tax Revenues

May 27, 2025

Section V, Item d.

Tax Entity	Estimated Annual Ad	
	Ad Valorem Tax Rate [a]	Valorem Revenues [b]
Medina County ESD #1	\$ 0.1000	\$ 439,122
Medina County	\$ 0.3460	\$ 1,519,361
Medina County Hospital	\$ 0.0929	\$ 407,944
Medina County Groundwater	\$ 0.0070	\$ 30,519
County FM Road	\$ 0.0865	\$ 379,840
Medina County Precinct #2 Special Road	\$ 0.0400	\$ 175,649
Medina Valley ISD	\$ 1.1669	\$ 5,124,109
City of Castroville	\$ 0.5233	\$ 2,297,923
Subtotal	\$ 2.3626	\$ 10,374,466
Flat Creek PID	\$ 0.4763	
Total Equivalent Tax Rate	\$ 2.8389	

Footnotes:

[a] Tax Rates shown are for Tax Year 2024 per Medina County CAD.

[b] Assumes an Estimated Buildout Value of \$439,121,549.

Exhibit G
King Fish Development
Flat Creek PID - Annexed - 6% Reimbursement Bonds - Max Proceeds \$25M
Competitive Communities Tax Rates
May 27, 2025

Competitive Tax Rate Rankings [a]	
Heights of Castroville	2.8535
Flat Creek [b]	2.8389
Stonehill	2.5385
Briggs Ranch	2.5385
Talley Ho	2.3991
Alsatian Oaks	2.3626
Haby Farms	2.3416
Market Average	2.5733

Flat Creek [b]	
Medina County ESD #1	0.1000
Medina County	0.3460
Medina County Hospital	0.0929
Medina County Groundwater	0.0070
County FM Road	0.0865
Medina County Precinct #2 Special Road	0.0400
Medina Valley ISD	1.1669
City of Castroville	0.5233
	<hr/> 2.3626
Flat Creek PID	0.4763
Total	2.8389

Briggs Ranch	
Bexar County Rd & Flood	0.0237
SA River Auth	0.0179
Alamo College	0.1492
University Health	0.2762
Bexar County	0.2763
Medina Valley ISD	1.1669
Bexar Co Emergency Dist.	0.0868
	<hr/> 1.9969
Briggs Ranch Special Improvement Dist.	0.5416
Total	2.5385

Alsatian Oaks	
Medina County ESD #1	0.1000
Medina County	0.3460
Medina County Hospital	0.0929
Medina County Groundwater	0.0070
County FM Road	0.0865
Medina County Precinct #2 Special Road	0.0400
Medina Valley ISD	1.1669
City of Castroville	0.5233
	<hr/> 2.3626
Total	2.3626

Stonehill	
Bexar County Rd & Flood	0.0237
SA River Auth	0.0179
Alamo College	0.1492
University Health	0.2762
Bexar County	0.2763
Medina Valley ISD	1.1669
Bexar Co Emergency Dist.	0.0868
	<hr/> 1.9969
Stonehill Special Improvement Dist.	0.5416
Total	2.5385

Heights of Castroville	
Medina County ESD #1	0.1000
Medina County	0.3460
Medina County Hospital	0.0929
Medina County Groundwater	0.0070
County FM Road	0.0865
Medina County Precinct #2 Special Road	0.0400
Medina Valley ISD	1.1669
City of Castroville	0.5233
	<hr/> 2.3626
Heights of Castroville PID	0.4909
Total	2.8535

Talley Ho	
Medina County ESD #1	0.1000
Medina County	0.3460
Medina County Hospital	0.0929
Medina County Groundwater	0.0070
County FM Road	0.0865
Medina Valley ISD	1.1669
	<hr/> 1.7993
Talley Ho PID	0.5998
Total	2.3991

Haby Farms	
Medina County	0.3460
Medina County ESD #1	0.1000
Medina County Groundwater	0.0070
County FM Road	0.0865
Medina Valley ISD	1.1669
Medina County Hospital	0.0929
	<hr/> 1.7993
Haby Farms PID	0.5424
Total	2.3416

Footnotes:

[a] Tax Rates shown are for Tax Year 2024.

[b] Assumes property will be annexed into the City of Castroville.



Exhibit H
King Fish Development
Flat Creek PID - Annexed - 6% Reimbursement Bonds - Max Proceeds \$25M
Improvement Area #1 Bond Sizing
May 27, 2025

Section V, Item d.

Sources:

Gross Bond Amount (6.00% Interest Rate) \$ 4,113,000

Uses:

Reserve Fund (Maximum Annual Debt Service)	299,200	
Administrative Expenses	35,000	
Capitalized Interest (0 months)	-	
Underwriter Discount/Underwriter's Counsel Fee (3%)	123,390	
Cost of Issuance (7.00%)	287,910	
Net Bond Proceeds	\$ 3,367,500	

PID Equivalent Tax Rate	\$	0.4764
Average Installment	\$	360,475
Minimum Debt Service Coverage		1.00

Bond Issuance Date: October 1 2025

Annual Installment Due 1/31	Principal	Interest Rate	Annual Interest Due	Principal + Interest	Administrative Expenses [a]	Additional Interest Reserve [b]	P & I + Admin + Reserves	Capitalized Interest [c]	Reserve Fund Releases	PID Annual Installment
2026	52,000	6.00%	246,780	298,780	35,700	20,565	355,045	-	-	355,045
2027	55,000	6.00%	243,660	298,660	36,414	20,305	355,379	-	-	355,379
2028	58,000	6.00%	240,360	298,360	37,142	20,030	355,532	-	-	355,532
2029	62,000	6.00%	236,880	298,880	37,885	19,740	356,505	-	-	356,505
2030	66,000	6.00%	233,160	299,160	38,643	19,430	357,233	-	-	357,233
2031	69,000	6.00%	229,200	298,200	39,416	19,100	356,716	-	-	356,716
2032	74,000	6.00%	225,060	299,060	40,204	18,755	358,019	-	-	358,019
2033	78,000	6.00%	220,620	298,620	41,008	18,385	358,013	-	-	358,013
2034	83,000	6.00%	215,940	298,940	41,828	17,995	358,763	-	-	358,763
2035	88,000	6.00%	210,960	298,960	42,665	17,580	359,205	-	-	359,205
2036	93,000	6.00%	205,680	298,680	43,518	17,140	359,338	-	-	359,338
2037	99,000	6.00%	200,100	299,100	44,388	16,675	360,163	-	-	360,163
2038	105,000	6.00%	194,160	299,160	45,276	16,180	360,616	-	-	360,616
2039	111,000	6.00%	187,860	298,860	46,182	15,655	360,697	-	-	360,697
2040	118,000	6.00%	181,200	299,200	47,105	15,100	361,405	-	-	361,405
2041	125,000	6.00%	174,120	299,120	48,047	14,510	361,677	-	-	361,677
2042	132,000	6.00%	166,620	298,620	49,008	13,885	361,513	-	-	361,513
2043	140,000	6.00%	158,700	298,700	49,989	13,225	361,914	-	-	361,914
2044	148,000	6.00%	150,300	298,300	50,988	12,525	361,813	-	-	361,813
2045	157,000	6.00%	141,420	298,420	52,008	11,785	362,213	-	-	362,213
2046	167,000	6.00%	132,000	299,000	53,048	11,000	363,048	-	-	363,048
2047	177,000	6.00%	121,980	298,980	54,109	10,165	363,254	-	-	363,254
2048	187,000	6.00%	111,360	298,360	55,191	9,280	362,831	-	-	362,831
2049	199,000	6.00%	100,140	299,140	56,295	8,345	363,780	-	-	363,780
2050	211,000	6.00%	88,200	299,200	57,421	7,350	363,971	-	-	363,971
2051	223,000	6.00%	75,540	298,540	58,570	6,295	363,405	-	-	363,405
2052	237,000	6.00%	62,160	299,160	59,741	5,180	364,081	-	-	364,081
2053	251,000	6.00%	47,940	298,940	60,936	3,995	363,871	-	-	363,871
2054	266,000	6.00%	32,880	298,880	62,155	2,740	363,775	-	-	363,775
2055	282,000	6.00%	16,920	298,920	63,398	1,410	363,728	-	363,728	-
Totals	\$ 4,113,000	6.00%	\$ 4,851,900	\$ 8,964,900	\$ 1,448,280	\$ 404,325	\$ 10,817,505	\$ -	\$ 363,728	\$ 10,453,778

Footnotes:

[a] Preliminary estimate. Assumes Administrative Expenses escalate at 2.00% per year.

[b] Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.50% higher than the actual interest rate on the bonds to fund interest related to delinquencies and the prepayment of assessments. Unused funds will be applied to the final year's debt service payment and/or credited back to the landowners.

[c] Assumes 0 months capitalized interest.



Exhibit I
King Fish Development
Flat Creek PID - Annexed - 6% Reimbursement Bonds - Max Proceeds \$25M
Improvement Area #2 Bond Sizing
May 27, 2025

Section V, Item d.

Sources:

Gross Bond Amount (6.00% Interest Rate) \$ 9,067,000

Uses:

Reserve Fund (Maximum Annual Debt Service) 659,120

Administrative Expenses 35,000

Capitalized Interest (0 months) -

Underwriter Discount/Underwriter's Counsel Fee (3%) 272,010

Cost of Issuance (7.00%) 634,690

Net Bond Proceeds \$ 7,466,180

PID Equivalent Tax Rate \$ 0.4763
Average Installment \$ 737,029
Minimum Debt Service Coverage 1.00

Bond Issuance Date: October 1 2026

Annual Installment Due 1/31	Principal	Interest Rate	Annual Interest Due	Principal + Interest	Administrative Expenses [a]	Additional Interest Reserve [b]	P & I + Admin + Reserves	Capitalized Interest [c]	Reserve Fund Releases	PID Annual Installment
2027	115,000	6.00%	544,020	659,020	35,700	45,335	740,055	-	-	740,055
2028	122,000	6.00%	537,120	659,120	36,414	44,760	740,294	-	-	740,294
2029	129,000	6.00%	529,800	658,800	37,142	44,150	740,092	-	-	740,092
2030	137,000	6.00%	522,060	659,060	37,885	43,505	740,450	-	-	740,450
2031	145,000	6.00%	513,840	658,840	38,643	42,820	740,303	-	-	740,303
2032	153,000	6.00%	505,140	658,140	39,416	42,095	739,651	-	-	739,651
2033	163,000	6.00%	495,960	658,960	40,204	41,330	740,494	-	-	740,494
2034	172,000	6.00%	486,180	658,180	41,008	40,515	739,703	-	-	739,703
2035	183,000	6.00%	475,860	658,860	41,828	39,655	740,343	-	-	740,343
2036	194,000	6.00%	464,880	658,880	42,665	38,740	740,285	-	-	740,285
2037	205,000	6.00%	453,240	658,240	43,518	37,770	739,528	-	-	739,528
2038	218,000	6.00%	440,940	658,940	44,388	36,745	740,073	-	-	740,073
2039	231,000	6.00%	427,860	658,860	45,276	35,655	739,791	-	-	739,791
2040	245,000	6.00%	414,000	659,000	46,182	34,500	739,682	-	-	739,682
2041	259,000	6.00%	399,300	658,300	47,105	33,275	738,680	-	-	738,680
2042	275,000	6.00%	383,760	658,760	48,047	31,980	738,787	-	-	738,787
2043	291,000	6.00%	367,260	658,260	49,008	30,605	737,873	-	-	737,873
2044	309,000	6.00%	349,800	658,800	49,989	29,150	737,939	-	-	737,939
2045	327,000	6.00%	331,260	658,260	50,988	27,605	736,853	-	-	736,853
2046	347,000	6.00%	311,640	658,640	52,008	25,970	736,618	-	-	736,618
2047	368,000	6.00%	290,820	658,820	53,048	24,235	736,103	-	-	736,103
2048	390,000	6.00%	268,740	658,740	54,109	22,395	735,244	-	-	735,244
2049	413,000	6.00%	245,340	658,340	55,191	20,445	733,976	-	-	733,976
2050	438,000	6.00%	220,560	658,560	56,295	18,380	733,235	-	-	733,235
2051	464,000	6.00%	194,280	658,280	57,421	16,190	731,891	-	-	731,891
2052	492,000	6.00%	166,440	658,440	58,570	13,870	730,880	-	-	730,880
2053	522,000	6.00%	136,920	658,920	59,741	11,410	730,071	-	-	730,071
2054	553,000	6.00%	105,600	658,600	60,936	8,800	728,336	-	-	728,336
2055	586,000	6.00%	72,420	658,420	62,155	6,035	726,610	-	-	726,610
2056	621,000	6.00%	37,260	658,260	63,398	3,105	724,763	-	724,763	-
Totals	\$ 9,067,000	6.00%	\$ 10,692,300	\$ 19,759,300	\$ 1,448,280	\$ 891,025	\$ 22,098,605	\$ -	\$ 724,763	\$ 21,373,843

Footnotes:

[a] Preliminary estimate. Assumes Administrative Expenses escalate at 2.00% per year.

[b] Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.50% higher than the actual interest rate on the bonds to fund interest related to delinquencies and the prepayment of assessments. Unused funds will be applied to the final year's debt service payment and/or credited back to the landowners.

[c] Assumes 0 months capitalized interest.



Exhibit J
King Fish Development
Flat Creek PID - Annexed - 6% Reimbursement Bonds - Max Proceeds \$25M
Improvement Area #3 Bond Sizing
May 27, 2025

Section V, Item d.

Sources:

Gross Bond Amount (6.00% Interest Rate) \$ 6,224,000

Uses:

Reserve Fund (Maximum Annual Debt Service) 452,700

Administrative Expenses 35,000

Capitalized Interest (0 months) -

Underwriter Discount/Underwriter's Counsel Fee (3%) 186,720

Cost of Issuance (7.00%) 435,680

Net Bond Proceeds \$ 5,113,900

PID Equivalent Tax Rate \$ 0.4763
Average Installment \$ 520,963
Minimum Debt Service Coverage 1.00

Bond Issuance Date: October 1 2027

Annual Installment Due 1/31	Principal	Interest Rate	Annual Interest Due	Principal + Interest	Administrative Expenses [a]	Additional Interest Reserve [b]	P & I + Admin + Reserves	Capitalized Interest [c]	Reserve Fund Releases	PID Annual Installment
2028	79,000	6.00%	373,440	452,440	35,700	31,120	519,260	-	-	519,260
2029	84,000	6.00%	368,700	452,700	36,414	30,725	519,839	-	-	519,839
2030	88,000	6.00%	363,660	451,660	37,142	30,305	519,107	-	-	519,107
2031	94,000	6.00%	358,380	452,380	37,885	29,865	520,130	-	-	520,130
2032	99,000	6.00%	352,740	451,740	38,643	29,395	519,778	-	-	519,778
2033	105,000	6.00%	346,800	451,800	39,416	28,900	520,116	-	-	520,116
2034	112,000	6.00%	340,500	452,500	40,204	28,375	521,079	-	-	521,079
2035	118,000	6.00%	333,780	451,780	41,008	27,815	520,603	-	-	520,603
2036	125,000	6.00%	326,700	451,700	41,828	27,225	520,753	-	-	520,753
2037	133,000	6.00%	319,200	452,200	42,665	26,600	521,465	-	-	521,465
2038	141,000	6.00%	311,220	452,220	43,518	25,935	521,673	-	-	521,673
2039	149,000	6.00%	302,760	451,760	44,388	25,230	521,378	-	-	521,378
2040	158,000	6.00%	293,820	451,820	45,276	24,485	521,581	-	-	521,581
2041	168,000	6.00%	284,340	452,340	46,182	23,695	522,217	-	-	522,217
2042	178,000	6.00%	274,260	452,260	47,105	22,855	522,220	-	-	522,220
2043	189,000	6.00%	263,580	452,580	48,047	21,965	522,592	-	-	522,592
2044	200,000	6.00%	252,240	452,240	49,008	21,020	522,268	-	-	522,268
2045	212,000	6.00%	240,240	452,240	49,989	20,020	522,249	-	-	522,249
2046	225,000	6.00%	227,520	452,520	50,988	18,960	522,468	-	-	522,468
2047	238,000	6.00%	214,020	452,020	52,008	17,835	521,863	-	-	521,863
2048	252,000	6.00%	199,740	451,740	53,048	16,645	521,433	-	-	521,433
2049	268,000	6.00%	184,620	452,620	54,109	15,385	522,114	-	-	522,114
2050	284,000	6.00%	168,540	452,540	55,191	14,045	521,776	-	-	521,776
2051	301,000	6.00%	151,500	452,500	56,295	12,625	521,420	-	-	521,420
2052	319,000	6.00%	133,440	452,440	57,421	11,120	520,981	-	-	520,981
2053	338,000	6.00%	114,300	452,300	58,570	9,525	520,395	-	-	520,395
2054	358,000	6.00%	94,020	452,020	59,741	7,835	519,596	-	-	519,596
2055	380,000	6.00%	72,540	452,540	60,936	6,045	519,521	-	-	519,521
2056	402,000	6.00%	49,740	451,740	62,155	4,145	518,040	-	-	518,040
2057	427,000	6.00%	25,620	452,620	63,398	2,135	518,153	-	518,153	-
Totals	\$ 6,224,000	6.00%	\$ 7,341,960	\$ 13,565,960	\$ 1,448,280	\$ 611,830	\$ 15,626,070	\$ -	\$ 518,153	\$ 15,107,918

Footnotes:

[a] Preliminary estimate. Assumes Administrative Expenses escalate at 2.00% per year.

[b] Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.50% higher than the actual interest rate on the bonds to fund interest related to delinquencies and the prepayment of assessments. Unused funds will be applied to the final year's debt service payment and/or credited back to the landowners.

[c] Assumes 0 months capitalized interest.



Exhibit K
King Fish Development
Flat Creek PID - Annexed - 6% Reimbursement Bonds - Max Proceeds \$25M
Improvement Area #4 Bond Sizing
May 27, 2025

Section V, Item d.

Sources:

Gross Bond Amount (6.00% Interest Rate) \$ 5,596,000

Uses:

Reserve Fund (Maximum Annual Debt Service)	407,040	
Administrative Expenses	35,000	
Capitalized Interest (0 months)	-	
Underwriter Discount/Underwriter's Counsel Fee (3%)	167,880	
Cost of Issuance (7.00%)	391,720	
Net Bond Proceeds	\$ 4,594,360	

PID Equivalent Tax Rate	\$	0.4763
Average Installment	\$	473,233
Minimum Debt Service Coverage		1.00

Bond Issuance Date: October 1 2028

Annual Installment Due 1/31	Principal	Interest Rate	Annual Interest Due	Principal + Interest	Administrative Expenses [a]	Additional Interest Reserve [b]	P & I + Admin + Reserves	Capitalized Interest [c]	Reserve Fund Releases	PID Annual Installment
2029	71,000	6.00%	335,760	406,760	35,700	27,980	470,440	-	-	470,440
2030	75,000	6.00%	331,500	406,500	36,414	27,625	470,539	-	-	470,539
2031	79,000	6.00%	327,000	406,000	37,142	27,250	470,392	-	-	470,392
2032	84,000	6.00%	322,260	406,260	37,885	26,855	471,000	-	-	471,000
2033	89,000	6.00%	317,220	406,220	38,643	26,435	471,298	-	-	471,298
2034	95,000	6.00%	311,880	406,880	39,416	25,990	472,286	-	-	472,286
2035	100,000	6.00%	306,180	406,180	40,204	25,515	471,899	-	-	471,899
2036	106,000	6.00%	300,180	406,180	41,008	25,015	472,203	-	-	472,203
2037	113,000	6.00%	293,820	406,820	41,828	24,485	473,133	-	-	473,133
2038	120,000	6.00%	287,040	407,040	42,665	23,920	473,625	-	-	473,625
2039	127,000	6.00%	279,840	406,840	43,518	23,320	473,678	-	-	473,678
2040	134,000	6.00%	272,220	406,220	44,388	22,685	473,293	-	-	473,293
2041	142,000	6.00%	264,180	406,180	45,276	22,015	473,471	-	-	473,471
2042	151,000	6.00%	255,660	406,660	46,182	21,305	474,147	-	-	474,147
2043	160,000	6.00%	246,600	406,600	47,105	20,550	474,255	-	-	474,255
2044	170,000	6.00%	237,000	407,000	48,047	19,750	474,797	-	-	474,797
2045	180,000	6.00%	226,800	406,800	49,008	18,900	474,708	-	-	474,708
2046	191,000	6.00%	216,000	407,000	49,989	18,000	474,989	-	-	474,989
2047	202,000	6.00%	204,540	406,540	50,988	17,045	474,573	-	-	474,573
2048	214,000	6.00%	192,420	406,420	52,008	16,035	474,463	-	-	474,463
2049	227,000	6.00%	179,580	406,580	53,048	14,965	474,593	-	-	474,593
2050	241,000	6.00%	165,960	406,960	54,109	13,830	474,899	-	-	474,899
2051	255,000	6.00%	151,500	406,500	55,191	12,625	474,316	-	-	474,316
2052	270,000	6.00%	136,200	406,200	56,295	11,350	473,845	-	-	473,845
2053	287,000	6.00%	120,000	407,000	57,421	10,000	474,421	-	-	474,421
2054	304,000	6.00%	102,780	406,780	58,570	8,565	473,915	-	-	473,915
2055	322,000	6.00%	84,540	406,540	59,741	7,045	473,326	-	-	473,326
2056	341,000	6.00%	65,220	406,220	60,936	5,435	472,591	-	-	472,591
2057	362,000	6.00%	44,760	406,760	62,155	3,730	472,645	-	-	472,645
2058	384,000	6.00%	23,040	407,040	63,398	1,920	472,358	-	472,358	-
Totals	\$ 5,596,000	6.00%	\$ 6,601,680	\$ 12,197,680	\$ 1,448,280	\$ 550,140	\$ 14,196,100	\$ -	\$ 472,358	\$ 13,723,743

Footnotes:

[a] Preliminary estimate. Assumes Administrative Expenses escalate at 2.00% per year.

[b] Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.50% higher than the actual interest rate on the bonds to fund interest related to delinquencies and the prepayment of assessments. Unused funds will be applied to the final year's debt service payment and/or credited back to the landowners.

[c] Assumes 0 months capitalized interest.

DRAFT

Exhibit L
King Fish Development
Flat Creek PID - Annexed - 6% Reimbursement Bonds - Max Proceeds \$25M
Assumptions
May 27, 2025

Section V, Item d.

Project Specifics	Assumption	Source
Annual Inflation	2%	DPFG
Contingency	10%	DPFG

PID Bond	Assumptions	Source
Max Assessment	\$ 25,000,000	PID Petition
Target PID Rate	\$ 0.4764	Client
PID Term	30	Market
PID Term - City Bond	10	DPFG
IA #1 Assessment Levy Date	10/1/2025	DPFG
IA #2 Assessment Levy Date	10/1/2026	DPFG
IA #3 Assessment Levy Date	10/1/2027	DPFG
IA #4 Assessment Levy Date	10/1/2028	DPFG
IA #1 Bond Issuance Date	10/1/2025	DPFG
IA #2 Bond Issuance Date	10/1/2026	DPFG
IA #3 Bond Issuance Date	10/1/2027	DPFG
IA #4 Bond Issuance Date	10/1/2028	DPFG
Interest Rate	6.00%	DPFG
Capitalized Interest (Months) IA#1-IA#4	-	Client
Costs of Issuance	7.00%	Market
Underwriter's Discount	3.00%	Underwriter
Reserve Fund Earnings	0.00%	Market
Debt Service Escalator	0.00%	Market
Additional Interest Reserve	0.50%	Market
Administrative Expenses Escalator	2.00%	Market
Administrative Expenses	\$ 35,000	Market
Appraisal Discount	10%	Market



Agenda Report

Agenda of: August 13, 2025

Department: Administration / Legal

Subject: Discussion and appropriate action on a resolution amending the Development Agreement for the City of Castroville Public Improvement District (The Heights of Castroville).

Recommended Motion:

I move to Approve a resolution amending the Development Agreement for the City of Castroville Public Improvement District (The Heights of Castroville).

Background:

On March 28, 2023, the City of Castroville entered into a Development Agreement with NP Homes LLC (“Developer”) in connection with the creation of the City of Castroville Public Improvement District (The Heights of Castroville). This Development Agreement outlined the terms and conditions for the development of a high-quality, master-planned residential community and included provisions regarding Public Improvement District (PID) financing.

The Developer has requested an amendment to the Development Agreement to modify the aggregate principal amount of PID Bonds that may be issued for the development of the District.

The First Amendment to Development Agreement provides that:

- The aggregate principal amount of all PID Bonds shall not exceed \$6,000,000.
- All other provisions of the original Development Agreement remain in full force and effect.

This amendment has been reviewed by City staff and legal counsel and is attached to the proposed resolution as Exhibit A.

Attachments:

- Board Action
- Resolution – Approving First Amendment to Development Agreement (The Heights of Castroville)
- Exhibit A – First Amendment to Development Agreement (The Heights of Castroville)

CITY OF CASTROVILLE
PLANNING AND ZONING COMMISSION ACTION
August 13, 2025

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

Discussion and appropriate action on a resolution amending the Development Agreement for the City of Castroville Public Improvement District (The Heights of Castroville).

RECOMMENDATION:

Chairperson
Planning and Zoning Commission

Date

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTROVILLE, TEXAS AUTHORIZING THE CITY TO ENTER INTO AN AMENDMENT TO A DEVELOPMENT AGREEMENT WITH THE DEVELOPERS OF THE CITY OF CASTROVILLE PUBLIC IMPROVEMENT DISTRICT (THE HEIGHTS OF CASTROVILLE) AND RESOLVING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City Council (the *Council*) of the City of Castroville, Texas (the *City*) recognizes the importance of its continued role in local economic development, the protection of the health, safety, and welfare of its inhabitants, and orderly development of property within the City; and

WHEREAS, the Council has heretofore created the City of Castroville Public Improvement District (The Heights of Castroville) (the *District*) pursuant to the applicable provisions of Subchapter A of Chapter 372, as amended, Texas Local Government Code (the *PID Act*); and

WHEREAS, as a condition to the City’s creation of the District, it required the developers of the Property (the *Developer*) to commit to various standards of development concerning the Property to ensure delivery of a high-quality, master-planned residential community, which was memorialized in a “Development Agreement” between the City and the Developer (the *Development Agreement*); and

WHEREAS, the Developer has requested that the City amend certain terms of the Development Agreement concerning the increase of the aggregate principal amount of all PID Bonds allowed to be issued for the development of the District; and

WHEREAS, the City and the Developer have agreed to the terms of a Development Agreement amendment, a copy of which is attached hereto as Exhibit A (the *Amendment*); and

WHEREAS, the City confirms its prior determination that the property’s development pursuant to the Agreement, as amended by the Amendment, will benefit the City by, among other things, expanding the City’s property and sales tax, providing additional for City residents, and further establishing standards for development within the City, thereby serving a public purpose; and

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

SECTION 1. Under and pursuant to applicable Texas law, the Council hereby approves the Amendment in the form attached hereto as Exhibit A. The Council authorizes the Mayor or the City Administrator to execute and enter into the Amendment on behalf of and as the act and deed of the Council for all purposes.

SECTION 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Council.

SECTION 3. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

* * * *

PASSED AND ADOPTED on the 12th day of August, 2025.

CITY OF CASTROVILLE, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

EXHIBIT A
AMENDMENT TO DEVELOPMENT AGREEMENT

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “**Amendment**”) is entered into effective as of the 12th day of August, 2025 (the “**Amendment Effective Date**”), by and between the City of Castroville, Texas, a political subdivision of the State of Texas (“**City**”) and NP Homes LLC, a Texas limited liability company (“**Developer**.”)

W I T N E S S E T H :

WHEREAS, City and Developer entered into that certain Development Agreement dated effective March 28, 2023 (the “**Agreement**”) relating to the development of the Property; and

WHEREAS, City and Developer desire to amend the aggregate principal amount of all PID Bonds that may be issued for the development of the District as set forth in Section 5.01(f)(i) of the Agreement; and

WHEREAS, City and Developer desire to amend the Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. Defined Terms. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.

2. Amendment to Issuance of PID Bonds. Section 5.01(f)(i) of the Agreement is hereby deleted in its entirety and replaced with the following:

(i) the aggregate principal amount of all PID Bonds shall not exceed \$6,000,000.00;

3. Full Force and Effect. In the event any of the terms of the Agreement conflict with the terms of this Amendment, the terms of this Amendment shall control. Except as amended hereby, all terms and conditions of the Agreement shall remain in full force and effect, and City and Developer hereby ratify and confirm the Agreement as amended hereby. The Agreement, as amended herein, constitutes the entire agreement between the parties hereto and no further modification of the Agreement shall be binding unless evidenced by an agreement in writing signed by City and Developer.

4. Counterparts. This Amendment may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one Amendment.

5. Governing Law. This Amendment shall be construed and governed in accordance with the laws of the State of Texas.

EXECUTED AND EFFECTIVE as of the Amendment Effective Date.

CITY:

CITY OF CASTROVILLE, TEXAS,
a political subdivision of the State of Texas

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on _____, 2025 by
_____, _____ of City of Castroville, Texas, a political subdivision
of the State of Texas, on behalf of said political subdivision, known to me to be the person whose
name is subscribed to the within instrument, and acknowledged that she or he executed the same
for the purposes and consideration set forth therein.

Notary Public, the State of Texas

DEVELOPER:

NP HOMES LLC
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on _____, 2025 by
_____, _____ of NP Homes LLC, a Texas limited liability company, on behalf of said
entity, known to me to be the person whose name is subscribed to the within instrument, and
acknowledged that she or he executed the same for the purposes and consideration set forth therein.

Notary Public, the State of Texas

**NP Homes LLC
The Heights of Castroville PID
Reimbursement Bond
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July 29, 2025**

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Exhibit A
NP Homes LLC
The Heights of Castroville PID
Reimbursement Bond
Summary
July 29, 2025

Values	
Estimated Bond Sale Valuation	\$ 66,493,275
Value to Lien - Estimated Appraised Value	11.08
Total Value - 2:1 Value to Lien	\$ 12,000,000
Additional Value Needed for 2:1	\$ 54,493,275
Number of Homes Needed for Holdback Funds	27
Assessments	
Assessment Levy Date	10/1/2025
Bond Issuance Date	10/1/2026
PID Term (Years)	30
Interest Rate	6.00%
Gross Bond Proceeds	\$ 6,000,000
Reserve Fund	\$ (436,380)
Administrative Expenses	\$ (45,000)
Capitalized Interest + Stub Period Interest	\$ -
Underwriter's Discount (3.00%)	\$ (180,000)
Cost of Issuance (7.00%)	\$ (420,000)
Net Bond Proceeds	\$ 4,918,620
SFR Assessment/Unit	\$ 42,281
Commercial Assessment/SF	\$ 29
Costs	
Authorized Improvements	\$ 5,419,729
Bond Issuance Costs	\$ 1,081,380
Less: Bond Proceeds	\$ (6,000,000)
Owner Contribution	\$ 501,109
Average Annual Installments	
First Annual Installment Due	1/31/2027
Total Average Annual Installment	\$ 517,557
SFR Annual Installment/Unit	\$ 3,647
Commercial Annual Installment/SF	\$ 2.52
Equivalent Tax Rates	
PID Equivalent Tax Rate / \$100 AV	\$ 0.7005
Total Tax Rate with PID / \$100 AV	\$ 3.0563
380 Agreement	
Years Until Full Payout	11
Total 380 Contribution	\$ 2,887,496

Exhibit C
NP Homes LLC
The Heights of Castroville PID
Reimbursement Bond
AV and Assessment Spread
July 29, 2025

Lot Type [a]	Units/SF [a]	Improved Land Value per Unit/SF [c]	Total Improved Land Value	Assessed Value per Unit/SF [b]	Total Assessed Value	Total Assessment	Average Annual Installment	Assessment Per Unit	Annual Installment Per Unit	PID Equivalent Tax Rate
SFR	117	\$ 84,000	\$ 9,828,000	\$ 520,625	\$ 60,913,125	\$ 4,946,829	\$ 426,711	\$ 42,281	\$ 3,647	\$ 0.70
Commercial	36,023	\$ 36	\$ 1,296,829	\$ 360	\$ 12,968,291	\$ 1,053,171	\$ 90,846	\$ 29.24	\$ 2.52	\$ 0.70
Total	36,140		\$ 11,124,829		\$ 73,881,416	\$ 6,000,000	\$ 517,557			\$ 0.70

Footnotes:

[a] Per NP Homes Revised Grid Site Plan, dated 12/6/22. Assumes 25% FAR.

[b] Per client correspondence on 12/14/22.

[c] Assumes improved value is 10% of projected AV per Commercial SF. Residential improved value is per builder contracts, dated January 2024.

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Exhibit B
NP Homes LLC
The Heights of Castroville PID
Reimbursement Bond
Authorized Improvements
July 29, 2025

Section V, Item e.

Authorized Improvements [a]	Cost
Mobilization, TPDES, Testing	\$ 108,060
Earthwork	\$ 30,360
Embankment	\$ 100,705
Street Sections	\$ 1,125,087
TxDOT Turn Lane	\$ 100,418
Asphalt Paving	\$ 414,858
Storm Drains [b]	\$ 424,918
Storm Drain Detention	\$ 434,412
Sanitary Sewer	\$ 996,151
Water	\$ 919,330
District Formation	\$ 300,000
Contingency (10%)	\$ 465,430
Total Authorized Improvements	\$ 5,419,729

Footnotes:

[a] Cost estimates per All-Pro Paving cost schedule, dated 6/30/2025.

[b] Inclusive of costs associated with Storm Drains A, B, and D.

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Exhibit D
NP Homes LLC
The Heights of Castroville PID
Reimbursement Bond
Value to Lien Analysis
July 29, 2025

Section V, Item e.

Bond Summary		
Gross Bond Amount	[1]	\$ 6,000,000
<i>Bond Issuance Costs</i>		
Reserve Fund		\$ 436,380
Administrative Expenses		\$ 45,000
Capitalized Interest + Stub Period Interest		\$ -
Underwriter's Discount (3.00%)		\$ 180,000
Cost of Issuance (7.00%)		\$ 420,000
	[2]	\$ 1,081,380
Net Bond Proceeds	[3] = [1] - [2]	<u>\$ 4,918,620</u>
Total Improved Land Value	[4]	\$ 11,124,829
Less: Appraisal Discount (10%)	[5]	\$ (1,112,483)
Estimated Bond Sale Valuation	[6] = [4] + [5]	\$ 10,012,346
Total Assessment	[1]	\$ 6,000,000
Value to Lien	[7] = [6] ÷ [1]	<u>1.67</u>
Total Assessed Value	[8]	\$ 73,881,416
Less: Appraisal Discount (10%)	[9]	\$ (7,388,142)
Estimated Bond Sale Valuation	[10] = [8] + [9]	\$ 66,493,275
Total Assessment	[1]	\$ 6,000,000
Value to Lien - Estimated Appraised Value	[11] = [10] ÷ [1]	<u>11.08</u>
Value to Lien - 2:1	[12]	2.00
Total Assessment	[1]	\$ 6,000,000
Total Value for 2:1 VTL	[13] = [1] - [12]	<u>\$ 12,000,000</u>
Additional Value Needed for 2:1	[14] = [10] - [13]	\$ 54,493,275
Weighted Average Home Value	[15]	\$ 520,625
Weighted Average Lot Value	[16]	\$ 84,000
Home Value Net of Lot Value	[17] = [15] - [16]	<u>\$ 436,625</u>
Number of Homes Needed for Holdback Funds	[18] = [14] ÷ [17]	27

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Exhibit E
NP Homes LLC
The Heights of Castroville PID
Reimbursement Bond
Sources and Uses
July 29, 2025

Section V, Item e.

Sources of Funds		
Total Assessment	\$	6,000,000
Owner Contribution [a]	\$	501,109
Total Sources	\$	6,501,109

Uses of Funds		
Authorized Improvements	\$	5,419,729
<i>Bond Issuance Costs</i>		
Reserve Fund	\$	436,380
Administrative Expenses	\$	45,000
Capitalized Interest + Stub Period Interest	\$	-
Underwriter's Discount (3.00%)	\$	180,000
Cost of Issuance (7.00%)	\$	420,000
	\$	1,081,380
Total Uses	\$	6,501,109

Footnotes:

[a] Owner will fund all costs not covered by Assessments.

Exhibit F
NP Homes LLC
The Heights of Castroville PID
Reimbursement Bond
Ad Valorem Tax Revenues
July 29, 2025

Tax Entity	Ad Valorem Tax Rate [a]	Estimated Annual Ad Valorem Revenues [b]
Medina County ESD #1	\$ 0.0900	\$ 66,493
Medina County	\$ 0.3526	\$ 260,506
Medina County Hospital	\$ 0.0898	\$ 66,346
Medina County Groundwater	\$ 0.0079	\$ 5,839
County FM Road	\$ 0.0830	\$ 61,322
Medina County Precinct #2 Special Road	\$ 0.0400	\$ 29,553
Medina Valley ISD	\$ 1.1692	\$ 863,822
City of Castroville	\$ 0.5233	\$ 386,621
Subtotal	\$ 2.3558	\$ 1,740,501
Heights of Castroville PID	\$ 0.7005	
Total Equivalent Tax Rate	\$ 3.0563	

Footnotes:

[a] Tax Rates shown are for Tax Year 2023 per Medina County.

[b] Assumes an Estimated Buildout Value of \$73,881,416.

Exhibit G
NP Homes LLC
The Heights of Castroville PID
Reimbursement Bond
Competitive Communities Tax Rates
July 29, 2025

Competitive Tax Rate Rankings [a]	
Heights of Castroville	3.0563
The Woodlands	2.5425
Alsatian Oaks	2.3558
Legacy Hills	2.2425
Potranco Ranch	2.0125
Market Average	2.2883

Heights of Castroville	
Medina County ESD #1	0.0900
Medina County	0.3526
Medina County Hospital	0.0898
Medina County Groundwater	0.0079
County FM Road	0.0830
Medina County Precinct #2 Special Road	0.0400
Medina Valley ISD	1.1692
City of Castroville	0.5233
	<u>2.3558</u>
Heights of Castroville PID	0.7005
Total	3.0563

The Woodlands	
Medina County	0.3526
Medina County ESD #1	0.0900
Medina County Hospital	0.0898
Medina County Groundwater	0.0079
County FM Road	0.0830
Medina Valley ISD	1.1692
	<u>1.7925</u>
The Woodlands PID	0.7500
Total	2.5425

Alsatian Oaks	
Medina County ESD #1	0.0900
Medina County	0.3526
Medina County Hospital	0.0898
Medina County Groundwater	0.0079
County FM Road	0.0830
Medina County Precinct #2 Special Road	0.0400
Medina Valley ISD	1.1692
City of Castroville	0.5233
	<u>2.3558</u>
Total	2.3558

Legacy Hills	
Medina County	0.3526
Medina County ESD #1	0.0900
Medina County Groundwater	0.0079
County FM Road	0.0830
Medina Valley ISD	1.1692
Medina County Hospital	0.0898
Legacy Hills PID	0.4500
Total	2.2425

Potranco Ranch	
Medina County	0.3526
Medina County ESD #1	0.0900
Medina County Groundwater	0.0079
County FM Road	0.0830
Medina Valley ISD	1.1692
Medina County Precinct #2 Special Road	0.0400
Medina County Hospital	0.0898
Potranco Ranch PID	0.1800
Total	2.0125

Footnotes:

[a] Tax Rates shown are for Tax Year 2023.



Exhibit H
NP Homes LLC
The Heights of Castroville PID
Reimbursement Bond
Bond Sizing Analysis
July 29, 2025

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Sources:

Gross Bond Amount (6.00% Interest Rate) \$ 6,000,000

Uses:

Reserve Fund (Maximum Annual Debt Service) 436,380
Administrative Expenses 45,000
Capitalized Interest (0 months) + Stub Period Interest -
Underwriter Discount/Underwriter's Counsel Fee (3%) 180,000
Cost of Issuance (7.00%) 420,000
Net Bond Proceeds \$ 4,918,620

PID Equivalent Tax Rate \$ 0.7005
Average Installment \$ 517,557
Minimum Debt Service Coverage 1.00

Assessment Levy Date: October 1 2025										
Annual Installment Due 1/31	Principal	Interest Rate	Annual Interest Due	Principal + Interest	Administrative Expenses [a]	Additional Interest Reserve b]	P & I + Admin + Reserves	Capitalized Interest [c]	Reserve Fund Releases	PID Annual Installment
2027	\$ 76,000	6.00%	\$ 360,000	\$ 436,000	\$ 45,900	\$ 30,000	\$ 511,900	\$ -	\$ -	\$ 511,900
2028	80,000	6.00%	355,440	435,440	46,818	29,620	511,878	-	-	511,878
2029	85,000	6.00%	350,640	435,640	47,754	29,220	512,614	-	-	512,614
2030	90,000	6.00%	345,540	435,540	48,709	28,795	513,044	-	-	513,044
2031	96,000	6.00%	340,140	436,140	49,684	28,345	514,169	-	-	514,169
2032	102,000	6.00%	334,380	436,380	50,677	27,865	514,922	-	-	514,922
2033	108,000	6.00%	328,260	436,260	51,691	27,355	515,306	-	-	515,306
2034	114,000	6.00%	321,780	435,780	52,725	26,815	515,320	-	-	515,320
2035	121,000	6.00%	314,940	435,940	53,779	26,245	515,964	-	-	515,964
2036	128,000	6.00%	307,680	435,680	54,855	25,640	516,175	-	-	516,175
2037	136,000	6.00%	300,000	436,000	55,952	25,000	516,952	-	-	516,952
2038	144,000	6.00%	291,840	435,840	57,071	24,320	517,231	-	-	517,231
2039	153,000	6.00%	283,200	436,200	58,212	23,600	518,012	-	-	518,012
2040	162,000	6.00%	274,020	436,020	59,377	22,835	518,232	-	-	518,232
2041	172,000	6.00%	264,300	436,300	60,564	22,025	518,889	-	-	518,889
2042	182,000	6.00%	253,980	435,980	61,775	21,165	518,920	-	-	518,920
2043	193,000	6.00%	243,060	436,060	63,011	20,255	519,326	-	-	519,326
2044	204,000	6.00%	231,480	435,480	64,271	19,290	519,041	-	-	519,041
2045	217,000	6.00%	219,240	436,240	65,557	18,270	520,067	-	-	520,067
2046	230,000	6.00%	206,220	436,220	66,868	17,185	520,273	-	-	520,273
2047	243,000	6.00%	192,420	435,420	68,205	16,035	519,660	-	-	519,660
2048	258,000	6.00%	177,840	435,840	69,569	14,820	520,229	-	-	520,229
2049	273,000	6.00%	162,360	435,360	70,960	13,530	519,850	-	-	519,850
2050	290,000	6.00%	145,980	435,980	72,380	12,165	520,525	-	-	520,525
2051	307,000	6.00%	128,580	435,580	73,827	10,715	520,122	-	-	520,122
2052	326,000	6.00%	110,160	436,160	75,304	9,180	520,644	-	-	520,644
2053	345,000	6.00%	90,600	435,600	76,810	7,550	519,960	-	-	519,960
2054	366,000	6.00%	69,900	435,900	78,346	5,825	520,071	-	-	520,071
2055	388,000	6.00%	47,940	435,940	79,913	3,995	519,848	-	-	519,848
2056	411,000	6.00%	24,660	435,660	81,511	2,055	519,226	-	519,226	-
Totals	\$ 6,000,000	6.00%	\$ 7,076,580	\$ 13,076,580	\$ 1,862,075	\$ 589,715	\$ 15,528,370	\$ -	\$ 519,226	\$ 15,009,144

Footnotes:

[a] Preliminary estimate. Assumes Administrative Expenses escalate at 2.00% per year.
[b] Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.50% higher than the actual interest rate on the bonds to fund interest related to delinquencies and the prepayment of assessments. Unused funds will be applied to the final year's debt service payment and/or credited back to the landowners.
[c] Assumes 0 months capitalized interest and 0 month of stub period interest.

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Exhibit I
NP Homes LLC
The Heights of Castroville PID
Reimbursement Bond
380 Analyses - Tiered O&M Contribution Rate
July 29, 2025

Year	Projected Market Value	City O&M Ad Valorem Revenues [a]	Beginning Balance	Contribution Rate	380 Contribution	Accrued Interest [b]	Ending Balance
2027	\$ 73,881,416	\$ 271,884	\$ 1,757,115	60%	\$ 163,130	\$ 111,579	\$ 1,705,564
2028	\$ 68,340,310	\$ 251,492	\$ 1,705,564	60%	\$ 150,895	\$ 108,827	\$ 1,663,495
2029	\$ 70,187,345	\$ 258,289	\$ 1,663,495	60%	\$ 154,974	\$ 105,596	\$ 1,614,118
2030	\$ 72,034,381	\$ 265,087	\$ 1,614,118	60%	\$ 159,052	\$ 101,855	\$ 1,556,920
2031	\$ 73,881,416	\$ 271,884	\$ 1,556,920	60%	\$ 163,130	\$ 97,565	\$ 1,491,356
2032	\$ 75,359,044	\$ 277,321	\$ 1,491,356	60%	\$ 166,393	\$ 92,747	\$ 1,417,710
2033	\$ 76,866,225	\$ 282,868	\$ 1,417,710	60%	\$ 169,721	\$ 87,359	\$ 1,335,349
2034	\$ 78,403,550	\$ 288,525	\$ 1,335,349	60%	\$ 173,115	\$ 81,356	\$ 1,243,590
2035	\$ 79,971,621	\$ 294,296	\$ 1,243,590	60%	\$ 176,577	\$ 74,691	\$ 1,141,704
2036	\$ 81,571,053	\$ 300,181	\$ 1,141,704	60%	\$ 180,109	\$ 67,312	\$ 1,028,907
2037	\$ 83,202,474	\$ 306,185	\$ 1,028,907	60%	\$ 183,711	\$ 59,164	\$ 904,359
2038	\$ 84,866,524	\$ 312,309	\$ 904,359	60%	\$ 187,385	\$ 50,188	\$ 767,162
2039	\$ 86,563,854	\$ 318,555	\$ 767,162	60%	\$ 191,133	\$ 40,322	\$ 616,351
2040	\$ 88,295,131	\$ 324,926	\$ 616,351	60%	\$ 194,956	\$ 29,498	\$ 450,893
2041	\$ 90,061,034	\$ 331,425	\$ 450,893	60%	\$ 198,855	\$ 17,643	\$ 269,681
2042	\$ 91,862,255	\$ 338,053	\$ 269,681	60%	\$ 202,832	\$ 4,679	\$ 71,529
2043	\$ 93,699,500	\$ 344,814	\$ 71,529	60%	\$ 71,529	\$ -	\$ -
2044	\$ 95,573,490	\$ 351,710	\$ -	60%	\$ -	\$ -	\$ -
2045	\$ 97,484,960	\$ 358,745	\$ -	60%	\$ -	\$ -	\$ -
Totals					\$ 2,887,496		

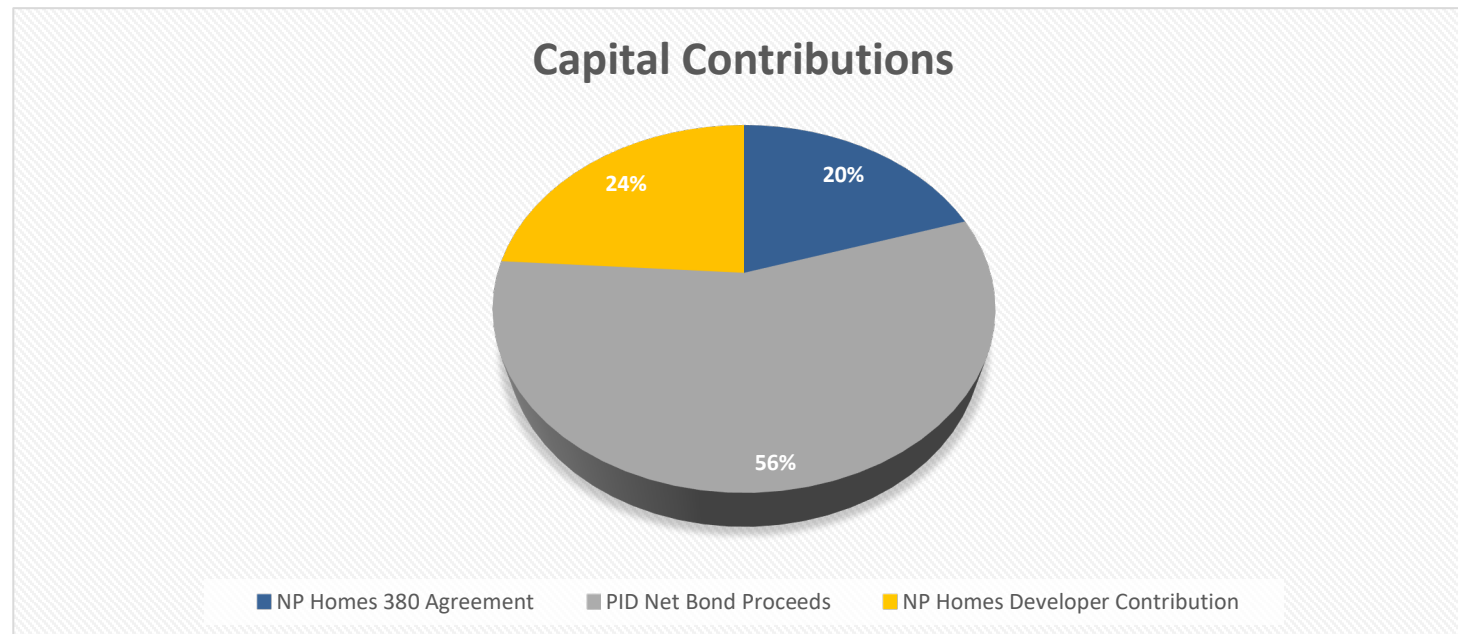
Footnotes:

[a] Assumes City O&M Rate of \$0.3680.

[b] Assumes accrued interest rate of 7%.

Exhibit J
NP Homes LLC
The Heights of Castroville PID
Reimbursement Bond
Capital Contributions
7/29/2025

Entity	Funding Source	Improvements	Capital Contributions
NP Homes	380 Agreement	Offsite Improvements	\$ 1,757,115
PID	Net Bond Proceeds	Streets, Drainage, Water, Misc.	\$ 4,918,620
NP Homes	Developer Contribution	Streets, Drainage, Water, Gas & Electrical	\$ 2,101,109



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Exhibit K
NP Homes LLC
The Heights of Castroville PID
Reimbursement Bond
Assumptions
July 29, 2025

Section V, Item e.

Project Specifics	Assumption	Source
Average Home SF	2,450	Client
Average Home Value per SF	\$ 213	Client
Gross Commercial Acreage	3.3079	Client
Lot to Commercial Value	10%	DPFG
FAR	25%	DPFG
Annual Inflation	2%	DPFG
Soft Costs	20%	DPFG
Contingency	10%	DPFG

PID Bond	Assumptions	Source
PID Term	30	Market
Assessment Levy Date	10/1/2025	Client
Bond Issuance Date	10/1/2026	DPFG
Bonds Deferred (Years)	1	DPFG
Interest Rate	6.00%	DPFG
Capitalized Interest (Months)	-	Client
Costs of Issuance	7.00%	Market
Underwriter's Discount	3.00%	Underwriter
Reserve Fund Earnings	0.00%	Market
Debt Service Escalator	0.00%	Market
Additional Interest Reserve	0.50%	Market
Appraisal Discount	10%	Underwriter
Administrative Expenses Escalator	2.00%	Market
Administrative Expenses	\$ 45,000	Market

380 Agreement	Assumptions	Source
City O&M Rate	\$ 0.3680	City
Offsite Improvements Funded	\$ 1,757,115	Client
Interest Rate	7.0%	Client



Jeff Haecker All-Pro
Paving, LLC
116 S Parkway Drive,
La Vernia, TX 78121
830-251-1691

**HEIGHTS AT CASTROVILLE
CASTROVILLE TEXAS**

SR #	CSI SELECT	QUANTITY	UNIT OF MEASUREMENT	UNIT COST	TOTAL TRADE COST
					\$ 30,500.00
	MOBILIZATION	1.0	LS	30,500	\$ 30,500.00
	EARTHWORK				\$ 45,100.00
	EXCAVATION CHANNELS, HAUL TO SITE	4,100	CY	\$ 11.0	\$ 45,100.00
	OFFSITE PROVIDENT DITCH IMPROVEMENTS				\$ 1,049,891.89
	6 INCH CONCRETE DITCH NORTH	2,547	SY	\$ 115.5	\$ 294,178.50
	12 FOOT CONCRETE PILOT CHANNEL	1,468	SY	\$ 121.0	\$ 177,628.00
	36 INCH RCP	920	LF	\$ 118.6	\$ 109,112.00
	NO. 57 STONE	1,250	TN	\$ 41.8	\$ 52,250.00
	TRENCH PROTECTION	1,750	LF	\$ 5.6	\$ 9,852.00
	LABOR AND EQUIPMENT	1	LS	\$ 131,205.0	\$ 131,205.04
	5X5 -4 WAY INLETS	4	EA	\$ 6,611.0	\$ 26,444.00
	42 inch RCP	840	LF	\$ 161.9	\$ 135,996.00
	6X6 J BOX	1	EA	\$ 11,436.4	\$ 11,436.35
	320 LF 18 INCH RCP	320	LF	\$ 107.9	\$ 31,376.00
	6 INCH CONCRETE DRIVEWAYS	519	SY	\$ 116.6	\$ 55,014.00
	CONCRETE ENCASE WATER LINE	1	LS	\$ 4,950.0	\$ 4,950.00
	FLOWABLE FILL	1	LS	\$ 10,450.0	\$ 10,450.00
	TXDOT DRAINAGE				\$ 499,806.01
	CONCRETE HEADWALL - 72 INCH RCP	1	EA	\$ 8,250.0	\$ 8,250.00
	5 INCH CONCRETE RIP RAP	9	SY	\$ 302.5	\$ 2,722.50
	6 INCH CURB AT 72 INCH HEADWALL	18	LF	\$ 50.0	\$ 900.00
	BAFFLE BLOCKS	1	LS	\$ 585.8	\$ 585.75
	8X8 FOOT J BOX	1	EA	\$ 18,750.0	\$ 18,750.00
	38x24 arch pipe	65	LF	\$ 125.4	\$ 8,151.00
	72 INCH RCP	233	LF	\$ 577.2	\$ 129,829.17
	5X22 J BOX	1	EA	\$ 33,986.6	\$ 33,986.64
	12 INCH CMP	33	LF	\$ 33.0	\$ 1,089.00
	TRENCH PROTECTION	462	LF	\$ 10.5	\$ 4,861.00
	DEMO 5X15 BOX	1	LS	\$ 2,500.0	\$ 2,500.00
	LABOR AND EQUIPMENT	1	LS	\$ 126,945.0	\$ 126,945.00
	5x23 j box cast in place	1	LS	\$ 33,707.0	\$ 33,707.00
	Remove 5x15 Install 5x22 cast in place	1	LS	\$ 30,897.0	\$ 30,896.95
	7X4 DROP INLETS	2	EA	\$ 6,191.0	\$ 12,382.00
	BARRICADES AND TRAFFIC CONTROL	1	MO	\$ 32,000.0	\$ 32,000.00
	NO 57 STONE	1,250	TN	\$ 41.8	\$ 52,250.00
	OFF - SITE LOW WATER CROSSING				\$ 32,357.60
	3 FOOT CONCRETE PILOT CHANNEL	44	SY	133.1	5,856.40
	5 INCH CONCRETE RIP RAP	159	SY	127.05	20,200.95
	REMOVE EXISTING AND HAULOFF SPOILS	1	LS	3,850.00	3,850.00
	CONCRETE CURB	81	LF	30.25	2,450.25
	SUB TOTAL				\$ 1,657,655.50
	TOTAL				\$ 1,657,655.50
	BONDING/INSURANCE			6%	\$ 99,459.33
	TOTAL BID				\$ 1,757,114.83



116 South Parkway Drive
La Vernia, Texas 78121
210.215.7325

June 30, 2025

ROCK CLAUSE:

If in the process of excavating for any work related to this contract the Contractor (All-Pro Paving) hits rock that is deemed by the Contractor to be above and beyond expected, the Contractor shall stop work immediately and notify the Owner (Heights of Castroville), and only proceed on an agreed hourly charge basis to continue excavation.

A handwritten signature in black ink, appearing to read 'J. Haecker', with a long horizontal line extending to the right.

Jeff Haecker
Construction Manager
All-Pro Paving, LLC.
(830) 251-1691
Jeff@all-propaving.com