

AGENDA
SPECIAL CALLED PLANNING AND ZONING COMMISSION MEETING
Wednesday, March 25, 2020 – 6:00 p.m.

Due to the COVID-19 pandemic, this meeting is being held telephonically only as allowed by the Governor of Texas during this public health emergency. Please do not attend the meeting in person.

You may join the Planning and Zoning Commission Meeting:

Join Zoom Meeting by computer:

<https://zoom.us/j/308839480>

or by phone:

877-853-5247 US Toll-free

888-788-0099 US Toll-free

Meeting ID: 308 839 480

1. CALL TO ORDER – 6:00 PM
2. CONFLICTS OF INTEREST
3. Statement of Rules to apply for Public Comments by the Chairman.
4. PUBLIC COMMENTS: This is the opportunity for visitors and guests to address the Planning and Zoning Commission on any issue. The Planning and Zoning Commission may not discuss any presented issue, nor may any action be taken on any issue at this time. (Attorney General opinion – JC-0169)

The Planning and Zoning Commission will allot a maximum of 30 minutes for Public Comments. Presentations will be limited to 3 minutes per speaker.

5. [2020-264](#) Reconsider the final plat for conditional approval of Shoreline Park Phase 1, 14.03 acres, 49 residential lots, 3 open space lots, and 3.46 acres of right-of-way (KAD No. 302218, 302217, and 12852). Take necessary action.

Attachments:

[Summary - Shoreline Park Ph 1 - Final Plat](#)

[Att 1 - Location Map](#)

[Att 2 - AERIAL MAP Shoreline Park Phase 1 - zoomed in](#)

[Att 3 - Shoreline Park Phase 1 Final Plat](#)

[Att 4 - Approved Master Plan](#)

[Att 5 - Letter of denial to KB Home](#)

[Att 6 - Shoreline Denial Letter Response 3-13-20](#)

[Att 7 - Shoreline HOA Proposed Budget 20200313](#)

6. COMMENTS FROM COMMISSION/LEGAL COUNSEL/STAFF - No discussion or action may take place
7. THE CITY OF BOERNE PLANNING AND ZONING COMMISSION RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME TO DISCUSS ANY OF THE MATTERS LISTED ABOVE, AS AUTHORIZED BY TEXAS GOVERNMENT CODE §551.071 (CONSULTATION WITH ATTORNEY).
8. ADJOURNMENT

Administrative Officer


CERTIFICATION

I herby certify that the above notice of meeting was posted on the 20th day of
March, 2020 at 4:30 p.m.

Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS

Requests for special services must be received forty-eight (48) hours prior to the meeting time by calling the Planning and Community Development Department at 830-249-9511.

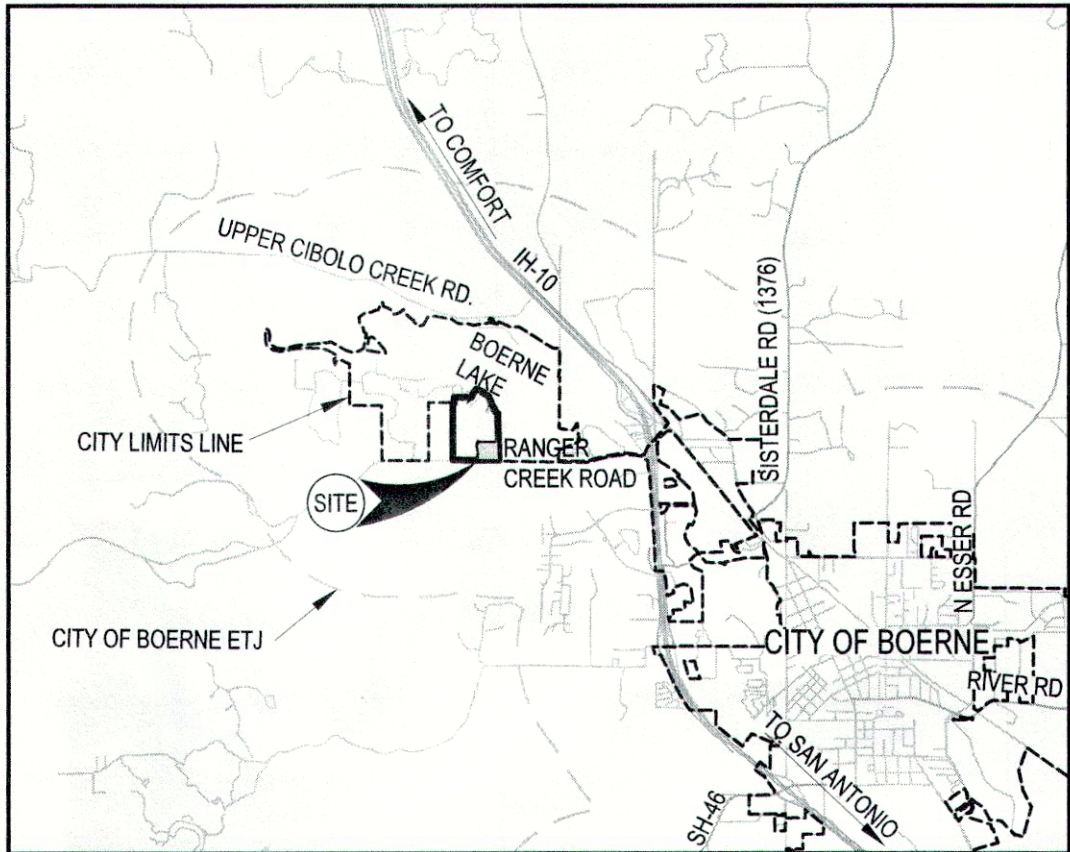
	<div style="text-align: center;">AGENDA ITEM SUMMARY</div> <div style="border: 1px dashed purple; padding: 5px; float: right;"> District Impacted <input checked="" type="checkbox"/> 1 = Wolosin <input type="checkbox"/> 2 = Woolard <input type="checkbox"/> 3 = Scott <input type="checkbox"/> 4 = Fowler <input type="checkbox"/> 5 = Macaluso <input type="checkbox"/> All </div>
AGENDA DATE	March 25, 2020
DESCRIPTION	Reconsider the final plat for conditional approval of Shoreline Park Phase 1, 14.03 acres, 49 residential lots, 3 open space lots, and 3.46 acres of right-of-way (KAD No. 302218, 302217, and 12852). Take necessary action.
STAFF'S RECOMMENDED ACTION (be specific)	Conditional approval as is provided by Article 2, Section 2.04.001B of the Subdivision Ordinance, for the final plat for Shoreline Park Phase 1. (KAD No. 302218, 302217, and 12852).
CONTACT PERSON	Rebecca Pacini, Planner III, Planning and Community Development
SUMMARY	<p>This is the final plat for Shoreline Park Phase 1. It includes 49 residential lots, 3 open space lots, and 3.46 acres of right-of-way. It adheres to the Master Planned Community Plan that was approved in 2017 and the preliminary plat that was approved by operation of law on June 28, 2019.</p> <p>Shoreline Park, Phase 1 final plat was denied by the Planning and Zoning Commission on March 2, 2020 for non-compliance with the following sections of the Subdivision regulations in place at the time of the Master Development Plan approval (3/28/2017):</p> <p>Article 5, Street Specifications and Construction Standards Section 11, Private Streets The following sub-sections of 5.11.014:</p> <p><i>B. An Association agreement consistent with State and other appropriate laws must be submitted to and approved by the City Manager and made a part of the final plat documents. The restrictive covenants -- Covenants, Conditions and Restrictions ("CCRs") -- and the Association documents including articles of incorporation and by-laws shall be submitted to the City for review and approval along with the preliminary plat application, and shall be filed at Kendall County prior to final plat acceptance in order to ensure that there is an entity in place for long-term maintenance of these Common Areas. The Association's CCRs shall provide for continuous maintenance and control of the Common Areas by a responsible body, in perpetuity, for the benefit of the homeowners. Such maintenance and control shall</i></p>

	<p><i>be performed without using public funds. In the approval of the above documents, the City shall determine that the proper legal position is ensured and that the proposed Association will function properly both during and after the time in which the developer is active in the subdivision.</i></p> <p><i>C. The Association agreement must include provisions that allow, but do not require, the City to take over the maintenance of the Common Areas, including private streets, using Association funds if such action becomes necessary due to request of the Association, nonperformance or inaction by the Association and/or if the Association becomes defunct. The following provisions shall also be included in the Association Agreement which would control in the event the City is asked to take over the maintenance of the Common Areas by the Association:</i></p> <ul style="list-style-type: none"> <i>a. Grant the City all the rights of the Association to either file a lien on property within the subdivision or assess property owners within the subdivision for the costs of maintaining, repairing, replacing or making safe any Common Areas;</i> <i>b. In the sole discretion of the City, convey to the City ownership of all or part of the Common Areas either before or after exercising the City's rights under (a) herein above; and</i> <i>c. Authorize the City, upon taking ownership of the Common Areas to remove any improvements or amenities from the Common Areas and sell any buildable land area as residential lots to recoup the City's expenses for maintenance or demolition of the improvements. Any money that remains after the City has recovered all of its expenses, including any necessary and reasonable legal expenses, shall be retained for future maintenance or upgrading of the Common Areas (if any remain), screening walls, or other improvements within the subdivision. These provisions are not intended to allow the City to profit in any way from taking over the Association's responsibilities or funds; they are only intended to allow the City to recoup its actual incurred expenses.</i> <p><i>E. Association Contact Information. The Association shall provide and maintain an address and telephone contact with the City Secretary's office of the City of Boerne.</i></p> <p><i>F. Legal Requirements. In order to assure the establishment of a proper Association, including its financing, and the rights and</i></p>
--	---

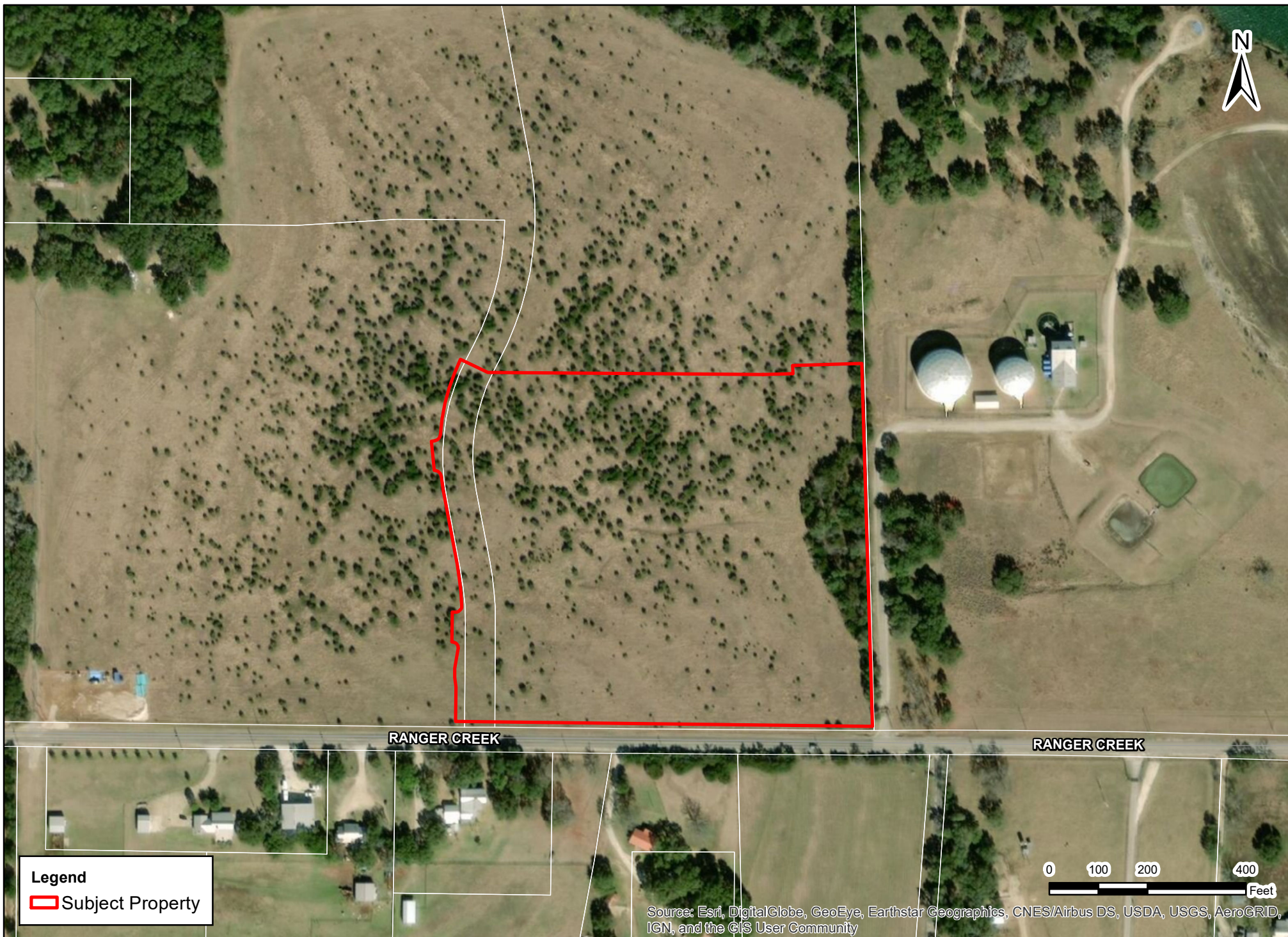
	<p><i>responsibilities of the property or home owners in relation to the use, management and ownership of Common Areas, the subdivision plat, dedication documents, covenants, and other recorded legal agreements must:</i></p> <ul style="list-style-type: none"> <i>g. Place an Association charge on each lot in a manner which will both assure sufficient Association funds and which will provide adequate safeguards for the lot owners against undesirable high charges;</i> <i>h. Establish each lot owner's obligation to pay assessments for the maintenance and operation of the Common Areas which shall be set aside in a reserve fund subject to the following restrictions:</i> <ul style="list-style-type: none"> <i>ii. The balance of the fund shall be equal to the total replacement cost of the improvements divided by the average life expectancy of such Common Areas times the age of the improvements. The life expectancy for a subdivision with private streets shall be a minimum of twenty (20) years;</i> <p><i>H. Traffic Enforcement. The Association, its members and the City of Boerne agree that all traffic rules and regulations enforced and applied by the City on all public streets, alleys and rights-of-way governing the operation and movement of vehicles are hereby extended to all streets, alleys and rights-of-way within the subdivision. All such streets, roads, alleys, and rights-of-way shall henceforth be governed and controlled by all traffic laws set forth in state law and City ordinance.</i></p> <ul style="list-style-type: none"> <i>a. The City may erect, place, replace, maintain and/or remove such traffic control signs, signals and devices that may be necessary or appropriate in the application and extension of traffic rules and regulations to the subdivision. If the City is so required, all costs of erection, placement, replacement, maintenance and removal shall be reimbursed by the Association to the City within thirty (30) days of such invoice. This reimbursement requirement shall include, but not be limited, to the acquisition of property for sign placement.</i> <p><i>K. The City may require the Association to provide ongoing reporting of budgetary actions, financial reports, and collection activity on homeowners' assessments. Should the funding of the Common Areas maintenance not support the level of maintenance required by applicable ordinance, the City may</i></p>
--	---

	<p><i>require additional security for the provision of such maintenance.</i></p> <p>Effective September 1, 2019, the Local Government Code (LGC) requires that upon denial of a plat, the applicant must be provided with written reasons for disapproval. A letter dated March 4, 2020 was sent to the applicant with the written reason for disapproval with the text of the motion to deny. The representative for KB Homes responded on March 13, 2020 by way of a memo that addresses each reason for denial. The applicant has proposed changes to the CCRs that addresses each of the reasons for denial.</p> <p>Under the LGC, the City has fifteen (15) days to reconsider the plat in consideration of the applicant's response. The Commission may either approve or deny the plat, based only upon the original reasons for disapproval. The law does not allow the City to provide any other reason for denial than what was previously stated. If no action is taken by the Commission at this meeting, the plat will be deemed approved within the fifteen (15) day statutory period by operation of the law.</p> <p>The final plat meets all the requirements of the ordinance. Staff recommends approval of the final plat.</p>
COST	
SOURCE OF FUNDS	
ADDITIONAL INFORMATION	

This summary is not meant to be all inclusive. Supporting documentation is attached.

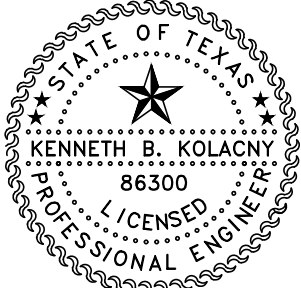


SHORELINE PARK PHASE 1



STATE OF TEXAS
COUNTY OF KENDALL

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN 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 BOERNE.



KENNETH B. KOLACNY
LICENSED PROFESSIONAL ENGINEER #86300
MATKIN HOOVER ENGINEERING

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF KENDALL

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.



KYLE PRESSLER
REGISTERED PROFESSIONAL LAND SURVEYOR #6528
MATKIN HOOVER LAND SURVEYING

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

STATE OF TEXAS
COUNTY OF KENDALL

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

KB HOME LONE STAR LP - OWNER

DULY AUTHORIZED AGENT

STATE OF TEXAS
COUNTY OF KENDALL

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____, 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 CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, A.D. 20 ____.

NOTARY PUBLIC KENDALL COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF KENDALL

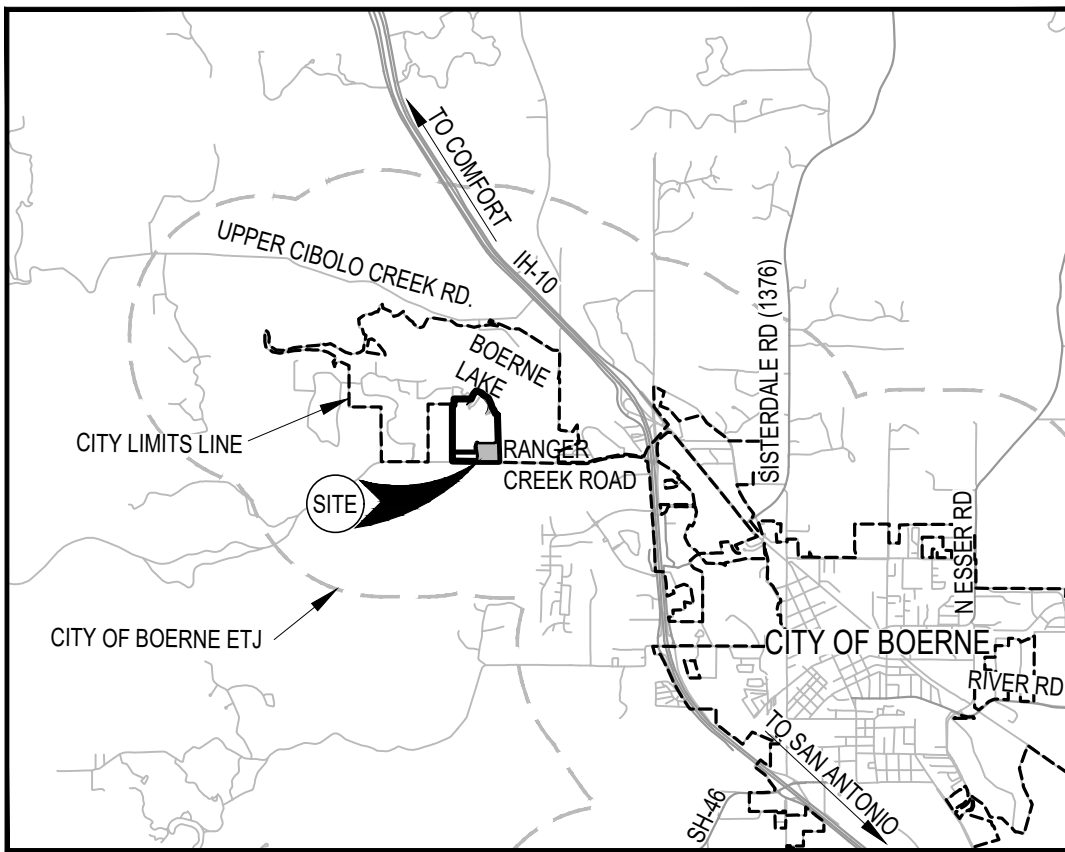
I, _____, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE, ON THE ____ DAY OF _____, A.D. 20 ____, AT _____, ____ M., IN THE RECORDS OF DEEDS AND PLATS OF SAID COUNTY, IN BOOK _____ VOLUME _____, ON PAGE _____. IN TESTIMONY WHEREOF, WITNESS BY HAND AND OFFICIAL SEAL OF OFFICE, THIS ____ DAY OF _____, A.D. 20 ____.

COUNTY CLERK, KENDALL COUNTY, TEXAS

BY: _____ DEPUTY

A FINAL PLAT ESTABLISHING SHORELINE PARK, PHASE 1

A 14.03 ACRE TRACT OF LAND, LOCATED IN THE NICHOLAS FLORES SURVEY NO. 174, ABSTRACT 166, KENDALL COUNTY, TEXAS AND BEING ALL OF A 31.013 ACRE TRACT OF LAND, AND A PORTION OF A 23.315 ACRE TRACT OF LAND, BOTH AS DESCRIBED IN VOLUME 1646, PAGE 789, AND A PORTION OF A 40.511 ACRE TRACT OF LAND AS DESCRIBED IN VOLUME 1737, PAGE 1051, ALL OF THE OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS.



LOCATION MAP - BOERNE, TEXAS
NOT TO SCALE

SECONDARY ACCESS NOTE:

DEVELOPER SHALL CONSTRUCT THE SECONDARY APPROVED FIRE APPARATUS ACCESS ROAD AS REQUIRED BY IFC 2015, APPENDIX D.107 AT SUCH TIME THAT EITHER OF THE FOLLOWING TWO CONDITIONS ARE MET.

- AT LEAST 30 RESIDENTIAL UNITS HAVE STARTED CONSTRUCTION
- CONSTRUCTION OF PHASE 2 BEGINS.

LANDSCAPE NOTE:

RESIDENTIAL LOTS IN EXCESS OF 12,500 SQ FT SHALL ONLY IRRIGATE THE AREA THAT LIES WITHIN 75 FEET OF THE MAIN RESIDENCE. TURF GRASSES SHALL BE LIMITED TO ZOYSIA, BUFFALO OR BERMUDA GRASSES OR OTHER GRASSES APPROVED BY THE CITY MANAGER OR HIS OR HER DESIGNATED REPRESENTATIVE. (ORD. NO. 2004-20). XERISCAPING IS PERMITTED AS DESCRIBED IN THE CITY OF BOERNE ZONING ORDINANCE, ARTICLE 3, SECTION 3.07.003D.

FENCE NOTES:

GATES ACROSS EASEMENT: DOUBLE SWING GATES WITH A MINIMUM CLEAR OPENING OF 12 FEET WIDE SHALL BE INSTALLED WHEREVER FENCES CROSS UTILITY AND DRAINAGE 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.

TAX CERTIFICATE:

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

SIDEWALK NOTE:

AT SUCH TIME AS A LOT IS DEVELOPED, A FIVE-FOOT WIDE REINFORCED CONCRETE SIDEWALK SHALL BE INSTALLED ADJACENT TO ALL PROPERTY LINES OF EACH LOT WHERE THE LOT ABUTS PUBLIC OR PRIVATE STREET.

SETBACKS IN THE CITY LIMITS:

LOT SETBACKS ARE DETERMINED BY THE CITY OF BOERNE ZONING ORDINANCE ENFORCED AT THE TIME OF DEVELOPMENT AND ARE BASED ON ZONING/LOT SIZE. UNLESS OTHERWISE IDENTIFIED, THE FRONT SETBACK FOR A PIE SHAPED LOT OR LOT ON A CURVILINEAR STREET OR CUL-DE-SAC IS MEASURED WHEREVER THE LOT WIDTH MEETS FRONTAGE REQUIREMENTS FOR THE LOT CATEGORY.

GRID STREET SETBACKS:

LOTS ON GRID NETWORK STREETS HAVE VARYING SETBACKS AS DEFINED IN THE ZONING ORDINANCE.

BLOCK LENGTHS:

BLOCK 2 PERIMETER = 1,571 FEET; BLOCK 1 FACE = 741 FT; BLOCK 3 FACE = 992 FT; BLOCK 4 FACE = 146 FT

PROJECT SUMMARY TABLE

	PHASE 1
TOTAL RESIDENTIAL LOTS:	49
TOTAL OPEN SPACE LOTS:	3
TOTAL ACREAGE:	14.02 AC
AVERAGE DWELLINGS/ACRE:	3.49
LINEAR FEET OF STREET:	2,200 LF
OPEN SPACE:	3.64 AC
ROW ACREAGE:	3.46 AC

IMPERVIOUS COVER CALCULATION

DESCRIPTION	IMPERVIOUS COVER
STREETS & SIDEWALK	2.33 AC
HOUSES	2.92 AC
DRIVEWAYS	0.36 AC
CONC. RIP-RAP / DRAINS	0.50 AC
TOTAL	6.11 AC
% IMPERVIOUS	43.6%

THIS SUBDIVISION PLAT OF SHORELINE PARK, PHASE 1 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF BOERNE, TEXAS AND IS HEREBY APPROVED BY SUCH.

DATED THIS ____ DAY OF _____, A.D. , 20 ____.

BY: _____
CHAIRMAN

BY: _____
SECRETARY

GENERAL NOTES:

- THE AREA OF THE SMALLEST LOT IN THIS SUBDIVISION IS 0.119 ACRES.
- THIS SUBDIVISION CONTAINS 14.02 TOTAL ACRES WITH 49 LOTS FOR A GROSS DENSITY OF 3.49 LOTS PER ACRE.
- NO PART OF THIS PHASE OF THIS SUBDIVISION IS LOCATED UPSTREAM FROM A CITY WATER SUPPLY LAKE.
- BASIS OF BEARING WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD (83), TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, 4204, US SURVEY FOOT, GRID. VERTICAL DATUM: NAVD88.
- UNLESS OTHERWISE NOTED, ALL CORNERS AND ANGLES ARE SET 1/2" REBAR WITH RED "MATKIN HOOVER ENG. & SURVEY" PLASTIC CAPS.
- THERE ARE NO HERITAGE LEGACY TREES, AS DEFINED IN SUBSECTION 2.05.002, IDENTIFIED ON THIS PLAT.
- ALL STREETS WITHIN THIS SUBDIVISION WILL BE DEDICATED TO THE CITY OF BOERNE FOR OWNERSHIP AND MAINTENANCE.
- THE SUBDIVISION CONTAINS THREE OPEN SPACE LOTS.
- THE AREA OF OPEN SPACE IS 3.635 AC.
- SHORELINE PARK PHASE 1 IS LOCATED WITHIN CITY OF BOERNE CITY LIMITS.
- LOT 901 IS DEDICATED AS AN OPEN SPACE AND UTILITY EASEMENT.
- LOTS 900, 902, AND 903 ARE DEDICATED AS AN OPEN SPACE, UTILITY AND DRAINAGE EASEMENT.

EASEMENT NOTES:

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

DRAINAGE EASEMENT:

DRAINAGE, WATER DIVERSION, AND SANITARY CONTROL, INCLUDING WITHOUT LIMITATION, WALLS, BEDS, EMBANKMENTS, SPILLWAYS, APPURTENANCES, AND OTHER ENGINEERED DEVICES (THE "DRAINAGE SYSTEM").

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER PASSABLE AREAS OF THE GRANTOR'S ADJACENT LAND, WHEN THE DELINEATED ENTRANCE POINT THAT ABUTS PUBLIC RIGHT-OF-WAY IS OBSTRUCTED AND / OR INACCESSIBLE, EITHER IN WHOLE OR IN PART, IN ORDER TO ACCESS OR LEAVE THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, OPERATING, MAINTAINING, REPAIRING, AND REMOVING THE DRAINAGE SYSTEM; THE RIGHT TO CHANGE THE SIZE OF THE DRAINAGE SYSTEM WITHIN THE EASEMENT; 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.

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.

- THE GRANTOR SPECIFICALLY RESERVES THE RIGHT TO USE ALL OR ANY PART OF THE EASEMENT FOR ANY PURPOSE, WHICH DOES NOT DAMAGE, DESTROY, INJURE, AND / OR UNREASONABLY INTERFERE WITH THE GRANTEE'S USE OF THE EASEMENT.
- THE GRANTEE SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO ENSURE THE DAMAGE TO THE PROPERTY IS MINIMIZED AND WILL AT ALL TIMES, AFTER DOING ANY WORK IN CONNECTION WITH THE DRAINAGE 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 GRANTEE'S USUAL AND CUSTOMARY PRACTICES.
- THE GRANTEE SHALL MAKE NECESSARY MODIFICATIONS AND IMPROVEMENTS TO CONFORM WITH THE CITY OF BOERNE DRAINAGE POLICY AND PLAN AT SUCH A TIME AS THE SAID PLAN AND POLICY ARE ENACTED BY CITY COUNCIL OF THE CITY OF BOERNE, TEXAS.

UTILITY EASEMENT (U.E.):

UTILITIES WHETHER INSTALLED IN THE AIR, UPON THE SURFACE OR UNDERGROUND, INCLUDING, WITHOUT LIMITATION, SEWER, WATER, GAS, ELECTRICITY, TELEPHONE AND CABLE TELEVISION, WITH ALL NECESSARY AND/OR DESIRABLE LINES, LATERALS AND/OR APPURTENANCES THERETO (THE "UTILITIES").

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 UTILITIES; THE RIGHT TO PLACE NEW OR ADDITIONAL UTILITIES IN THE EASEMENT AND TO CHANGE THE SIZE THEREOF; THE RIGHT TO RELOCATE ALONG THE SAME GENERAL DIRECTION OF THE UTILITIES; 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 OR OPERATION OF THE UTILITIES; AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONSTRUCTING OR REPAIRING THE UTILITIES.

- THE PROPERTY OWNER RETAINS THE RIGHT TO USE ALL OR ANY PART OF THE EASEMENT FOR ANY PURPOSE WHICH DOES NOT DAMAGE, DESTROY, INJURE, AND/OR UNREASONABLY INTERFERE WITH THE USE OF THE EASEMENT. HOWEVER, THE EASEMENT SHALL BE KEPT CLEAR OF ALL STRUCTURES OR OTHER IMPROVEMENTS.
- THE CITY SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO ENSURE THE 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.
- PROPERTY OWNER SHALL NOT MAKE ANY IMPROVEMENTS IN THE UTILITY/ELECTRIC EASEMENTS THAT CONFLICTS WITH THE NATIONAL ELECTRIC SAFETY CODE (NESC). THE UTILITY IS NOT RESPONSIBLE FOR REMOVAL OF ANY IMPROVEMENTS IN CONFLICT WITH THE NESC.
- UTILITY COMPANIES OR THEIR EMPLOYEES SHALL HAVE ALL OF THE RIGHTS AND BENEFITS NECESSARY OR CONVENIENT FOR THE FULL ENJOYMENT OF THE RIGHTS HEREIN GRANTED, INCLUDING BUT NOT LIMITED TO THE FREE RIGHT OF INGRESS TO AND EGRESS FROM THE RIGHT OF WAY AND EASEMENTS, AND THE RIGHT FROM TIME TO TIME TO CUT ALL TREES, UNDERGROWTH AND OTHER OBSTRUCTIONS THAT INJURE, ENDANGER OR INTERFERE WITH THE OPERATION OF SAID UTILITY FACILITIES. THE EASEMENT RIGHTS HEREIN RESERVED INCLUDE THE PRIVILEGE OF ANCHORING ANY SUPPORT CABLES OR OTHER DEVICES OUTSIDE SAID EASEMENT WHEN DEEMED NECESSARY BY THE UTILITY TO SUPPORT EQUIPMENT WITHIN SAID EASEMENT AND THE RIGHT TO INSTALL WIRES AND/OR CABLES OVER PORTIONS OF SAID LOTS AND/OR TRACTS NOT WITHIN SAID EASEMENT SO LONG AS SUCH ITEMS DO NOT PREVENT THE CONSTRUCTION OF BUILDINGS ON ANY OF THE LOTS AND/OR TRACTS OF THIS SUBDIVISION.

OWNER/DEVELOPER:

KB HOMELONESTAR INC.
4800 FREDERICKSBURG ROAD
SAN ANTONIO, TX 78229

MATKIN HOOVER

P.O. BOX 54
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFFICE: (830)249-0600 FAX:(830)249-0999
TEXAS REGISTERED ENGINEERING FIRM F-004512

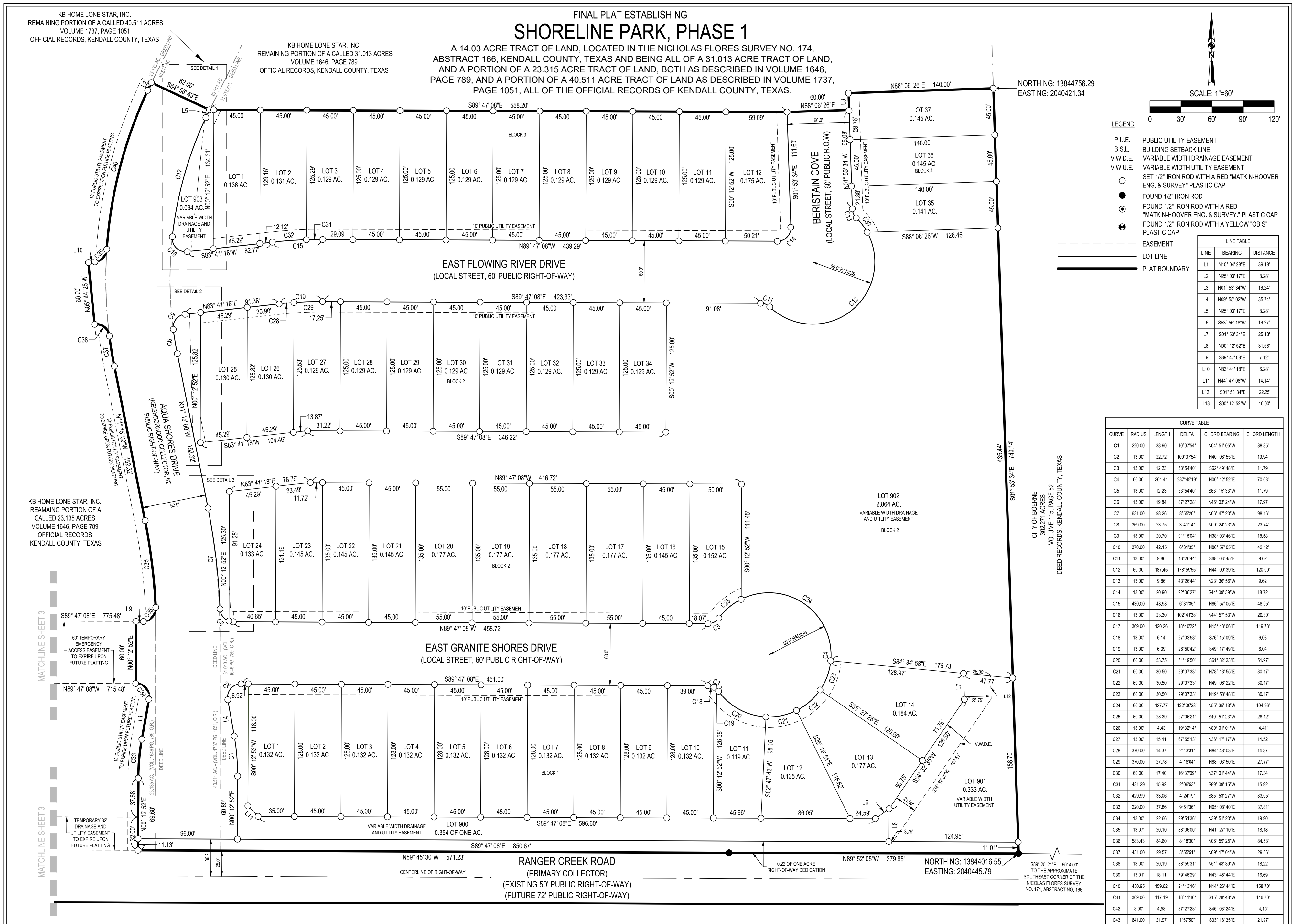
CIVIL ENGINEERS SURVEYORS LAND PLANNERS
CONSTRUCTION MANAGERS CONSULTANTS

ENGINEERING
& SURVEYING

DATE: FEBRUARY 2020

JOB NO. 2615.03

SHEET 1 OF 3



MATKINHOOVER

HEADQUARTERS
1300 SHELL ROAD SUITE 300
BORENE, TEXAS 76026
OFFICE: 817.291.9649 FAX: 817.291.0999

1300 SHELL ROAD SUITE 3
GEORGETOWN, TEXAS 76626
OFFICE: 512.668.2244

GEORGETOWN, TEXAS REGISTERED SURVEYING FIRM # 10194347
BORENE, TEXAS REGISTERED SURVEYING FIRM # 1060940
BORENE, TEXAS REGISTERED ENGINEERING FIRM # 004312

CIVIL ENGINEERS SURVEYORS LAND PLANNERS
CONSTRUCTION MANAGERS CONSULTANTS



P.O. BOX 54
5 SPENCER ROAD SUITE 100
HOUSTON, TEXAS 77060
OFFICE: 830.249.0600 FAX: 830.249.0909
TEXAS REGISTERED ENGINEERING FIRM # 004512

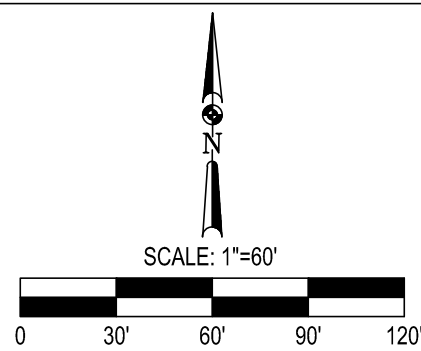
ENGINEERING & SURVEYING

CIVIL ENGINEERS SURVEYORS LAND PLANNERS
CONSTRUCTION MANAGERS CONSULTANTS

JOB NO. 14-4133
SHEET 2 OF 3

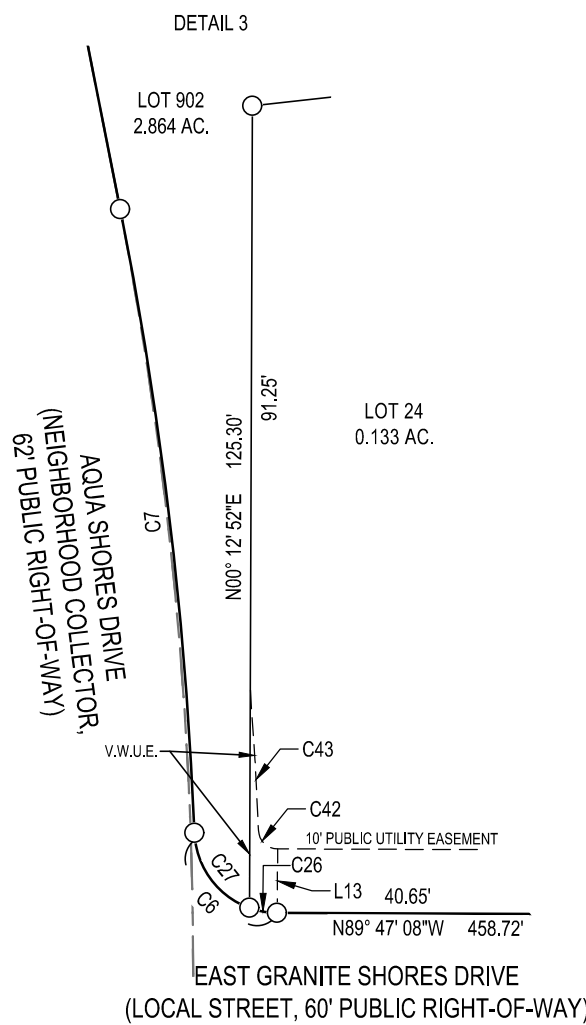
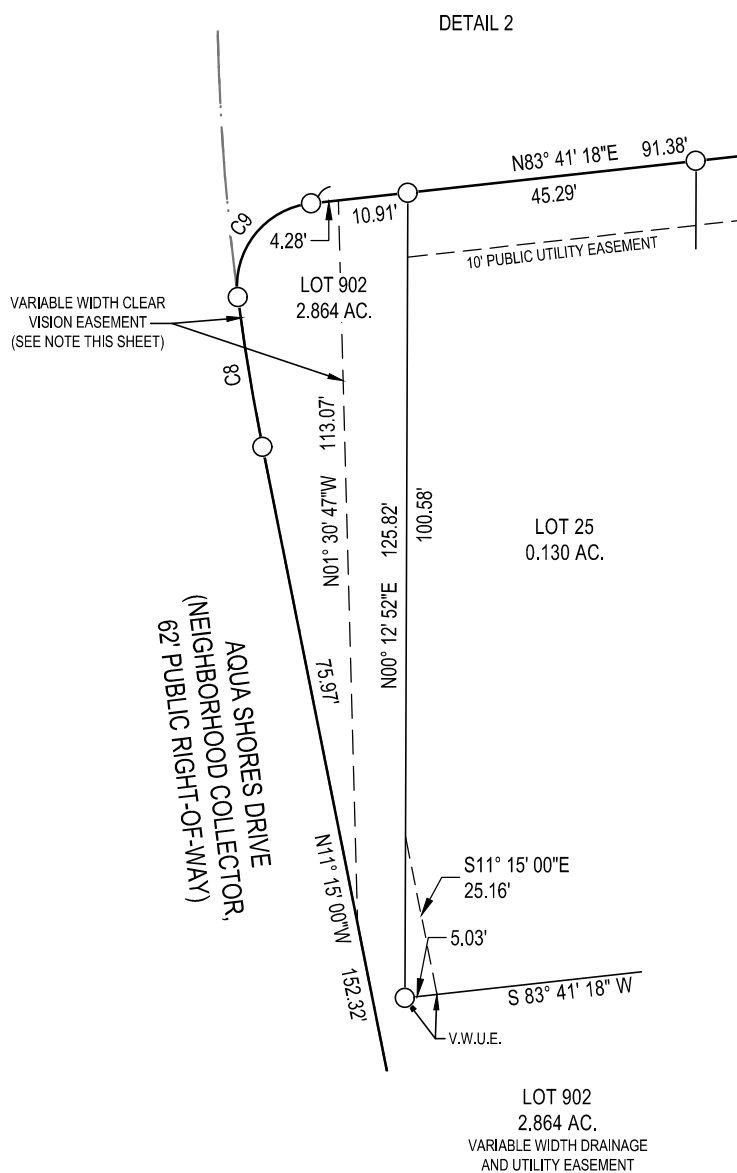
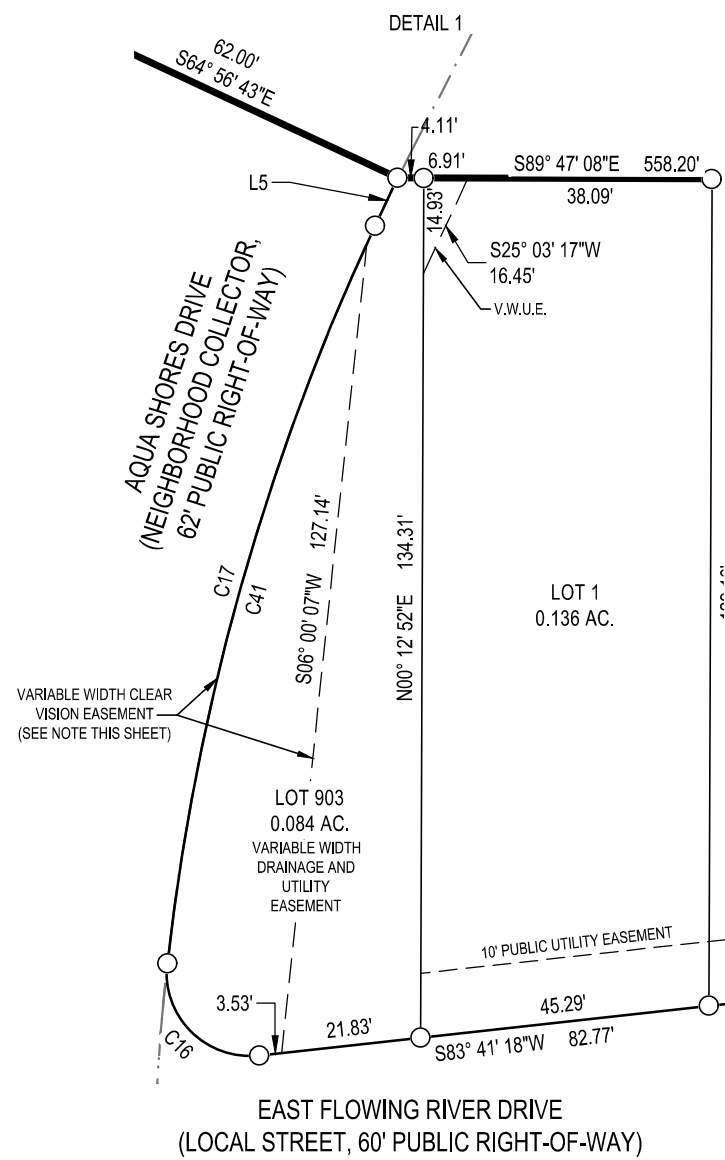
A FINAL PLAT ESTABLISHING
SHORELINE PARK, PHASE 1

A 14.03 ACRE TRACT OF LAND, LOCATED IN THE NICHOLAS FLORES SURVEY NO. 174, ABSTRACT 166, KENDALL COUNTY, TEXAS AND BEING ALL OF A 31.013 ACRE TRACT OF LAND, AND A PORTION OF A 23.315 ACRE TRACT OF LAND, BOTH AS DESCRIBED IN VOLUME 1646, PAGE 789, AND A PORTION OF A 40.511 ACRE TRACT OF LAND AS DESCRIBED IN VOLUME 1737, PAGE 1051, ALL OF THE OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS.



LEGEND

- P.U.E. PUBLIC UTILITY EASEMENT
- B.S.L. BUILDING SETBACK LINE
- V.W.D.E. VARIABLE WIDTH DRAINAGE EASEMENT
- V.W.U.E. VARIABLE WIDTH UTILITY EASEMENT
- SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY" PLASTIC CAP
- FOUND 1/2" IRON ROD
- ⊙ FOUND 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY" PLASTIC CAP
- ⊕ FOUND 1/2" IRON ROD WITH A YELLOW "OBIS" PLASTIC CAP
- - - - - EASEMENT
- _____ LOT LINE
- ===== PLAT BOUNDARY



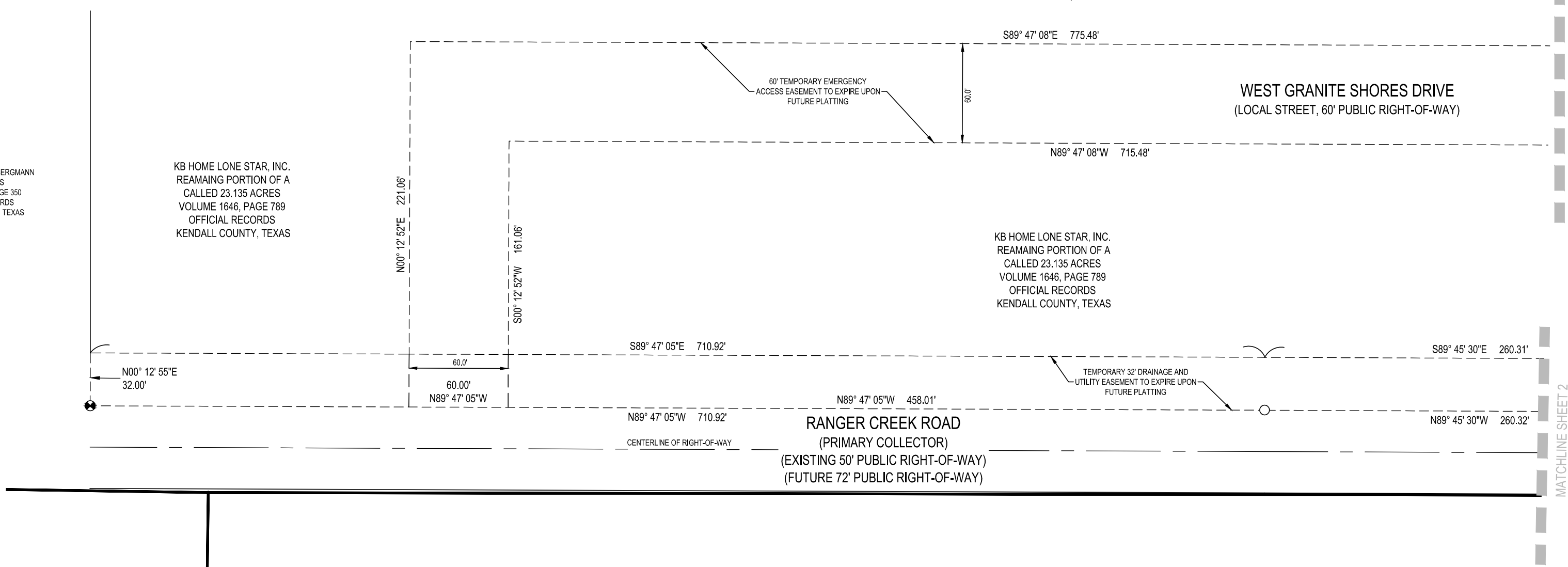
NICHOLAS FLORES
SURVEY NO. 174
ABSTRACT NO. 166

KB HOME LONE STAR, INC.
REMAING PORTION OF A
CALLED 23.135 ACRES
VOLUME 1646, PAGE 789
OFFICIAL RECORDS
KENDALL COUNTY, TEXAS

JOSEPH & PATRICIA BERGMANN
47.862 ACRES
VOLUME 1035, PAGE 350
OFFICIAL RECORDS
KENDALL COUNTY, TEXAS

KB HOME LONE STAR, INC.
REMAING PORTION OF A
CALLED 23.135 ACRES
VOLUME 1646, PAGE 789
OFFICIAL RECORDS
KENDALL COUNTY, TEXAS

KB HOME LONE STAR, INC.
REMAING PORTION OF A
CALLED 23.135 ACRES
VOLUME 1646, PAGE 789
OFFICIAL RECORDS
KENDALL COUNTY, TEXAS



MATCHLINE SHEET 2

MATCHLINE SHEET 2

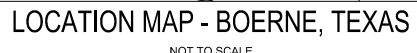
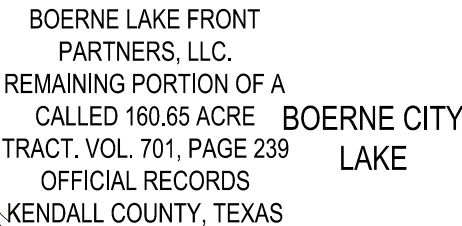
MATKINHOOVER
ENGINEERING
& SURVEYING

HEADQUARTERS
8 SPENCER ROAD, SUITE 300
BOERNE, TEXAS 78009
OFFICE: (830) 249-0600 FAX: (830) 249-0699
1300 SHELL ROAD, SUITE 3
GEORGETOWN, TEXAS 78628
OFFICE: (512) 468-2254

GEORGETOWN, TEXAS REGISTERED SURVEYING FIRM F-10194347
BOERNE, TEXAS REGISTERED SURVEYING FIRM F-10144444
BOERNE, TEXAS REGISTERED ENGINEERING FIRM F-004512
CIVIL ENGINEERS SURVEYORS LAND PLANNERS
CONSTRUCTION MANAGERS CONSULTANTS

MATKINHOOVER
ENGINEERING
& SURVEYING

P.O. BOX 54
8 SPENCER ROAD, SUITE 100
BOERNE, TEXAS 78006
OFFICE: (830) 249-0600 FAX: (830) 249-0699
TEXAS REGISTERED ENGINEERING FIRM F-004512
CIVIL ENGINEERS SURVEYORS LAND PLANNERS
CONSTRUCTION MANAGERS CONSULTANTS



LEGEND

PROJECT SUMMARY TABLE

- ## NOTES

DEVELOPER REQUESTS MASTER PLAN BE APPROVED AS SUBMITTED WITH THE CONDITION THAT DRAINAGE ANALYSIS AS SET FORTH BY THE CITY OF BOERNE ORDINANCES AND DEVELOPMENT GUIDELINES BE PROVIDED FOR THE ENTIRE DEVELOPMENT WITH THE FIRST UNIT PRELIMINARY PLANS.

DATED THIS _____ DAY OF _____, A.D., 201_____

BY: _____
SECRETARY



MATKINHOVER
ENGINEERING
& SURVEYING

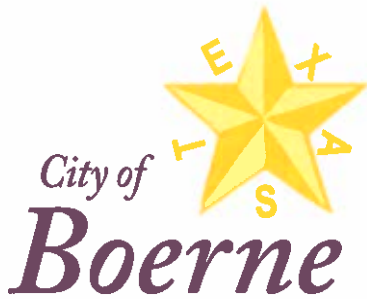
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600
CONTACT@MATKINHOOVER.COM

3303 SHELL ROAD SUITE 100
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244

TEXAS REGISTERED ENGINEERING FIRM F-004512 SURVEYING FIRM F-10024000

BOERNE, TEXAS

JOB NO. 2615.01
DESIGNED BY: KBK
DRAWN BY: SGL



*P.O. Box 1677 • 402 E. Blanco
Boerne, Texas 78006*

March 4, 2020

Mark Schendel
Vice President of Land Acquisition
KB Home
4800 Fredericksburg Road
San Antonio, Texas 78229

Mr. Schendel:

The City of Boerne hereby notifies KB Home that Shoreline Park, Phase 1 final plat was denied by the Planning and Zoning Commission on March 2, 2020 for non-compliance with the following highlighted sections of the Subdivision regulations in place at the time of the Master Development Plan approval (3/28/2017). The sections of the ordinance are identified below.

Article 5, Street Specifications and Construction Standards

Section 11, Private Streets

The following sub-sections of 5.11.014

B. An Association agreement consistent with State and other appropriate laws must be submitted to and approved by the City Manager and made a part of the final plat documents. The restrictive covenants -- Covenants, Conditions and Restrictions ("CCRs") -- and the Association documents including articles of incorporation and by-laws shall be submitted to the City for review and approval along with the preliminary plat application, and shall be filed at Kendall County prior to final plat acceptance in order to ensure that there is an entity in place for long-term maintenance of these Common Areas. The Association's CCRs shall provide for continuous maintenance and control of the Common Areas by a responsible body, in perpetuity, for the benefit of the homeowners. Such maintenance and control shall be performed without using public funds. In the approval of the above documents, the City shall determine that the proper legal position is ensured and that the proposed Association will function properly both during and after the time in which the developer is active in the subdivision.

C. The Association agreement must include provisions that allow, but do not require, the City to take over the maintenance of the Common Areas, including private streets, using Association funds if such action becomes necessary due to request of the Association, nonperformance or inaction by the Association and/or if the Association becomes defunct.

The following provisions shall also be included in the Association Agreement which would control in the event the City is asked to take over the maintenance of the Common Areas by the Association:

- a. Grant the City all the rights of the Association to either file a lien on property within the subdivision or assess property owners within the subdivision for the costs of maintaining, repairing, replacing or making safe any Common Areas;
 - b. In the sole discretion of the City, convey to the City ownership of all or part of the Common Areas either before or after exercising the City's rights under (a) herein above; and
 - c. Authorize the City, upon taking ownership of the Common Areas to remove any improvements or amenities from the Common Areas and sell any buildable land area as residential lots to recoup the City's expenses for maintenance or demolition of the improvements. Any money that remains after the City has recovered all of its expenses, including any necessary and reasonable legal expenses, shall be retained for future maintenance or upgrading of the Common Areas (if any remain), screening walls, or other improvements within the subdivision. These provisions are not intended to allow the City to profit in any way from taking over the Association's responsibilities or funds; they are only intended to allow the City to recoup its actual incurred expenses.
- E. Association Contact Information. The Association shall provide and maintain an address and telephone contact with the City Secretary's office of the City of Boerne.
- F. Legal Requirements. In order to assure the establishment of a proper Association, including its financing, and the rights and responsibilities of the property or home owners in relation to the use, management and ownership of Common Areas, the subdivision plat, dedication documents, covenants, and other recorded legal agreements must:
 - g. Place an Association charge on each lot in a manner which will both assure sufficient Association funds and which will provide adequate safeguards for the lot owners against undesirable high charges;
 - h. Establish each lot owner's obligation to pay assessments for the maintenance and operation of the Common Areas which shall be set aside in a reserve fund subject to the following restrictions:
 - ii. The balance of the fund shall be equal to the total replacement cost of the improvements divided by the average life expectancy of such Common Areas times the age of the improvements. The life expectancy for a subdivision with private streets shall be a minimum of twenty (20) years;
- H. Traffic Enforcement. The Association, its members and the City of Boerne agree that all traffic rules and regulations enforced and applied by the City on all public streets, alleys and rights-of-way governing the operation and movement of vehicles are hereby extended to all streets, alleys and rights-of-way within the subdivision. All such streets, roads, alleys, and rights-of-way shall henceforth be governed and controlled by all traffic laws set forth in state law and City ordinance.
 - a. The City may erect, place, replace, maintain and/or remove such traffic control signs, signals and devices that may be necessary or appropriate in the application and extension of traffic rules and regulations to the subdivision. If the City is so required, all costs of erection, placement, replacement, maintenance and removal shall be reimbursed by the Association to the City within thirty (30) days of such invoice. This reimbursement requirement shall include, but not be limited, to the acquisition of property for sign placement.

- K. The City may require the Association to provide ongoing reporting of budgetary actions, financial reports, and collection activity on homeowners' assessments. Should the funding of the Common Areas maintenance not support the level of maintenance required by applicable ordinance, the City may require additional security for the provision of such maintenance.

After clarification by the Planning and Zoning Commission at the March 2nd meeting, it is Staff's understanding that the Commission's interpretation of the ordinance calls for a detailed assessment for the entire development of what fees will be apportioned to future homeowners, specifically detailing the cost and maintenance for all Common Areas. For further clarification, please also provide responses to each item with the section of the CCR that you believe correlates. Lastly, please make sure that all acreages and exhibits of acreage are included in the CCR's. If you have any questions, please feel free to contact me.

Regards,



Laura H. Talley
Director, Planning and Community Director

Cc: Rob Wasyliv, KB Home
David Broadbeck, KB Home
Barbara Quirk, City of Boerne
Jeff Thompson, City of Boerne
Jeff Carroll, City of Boerne



MEMORANDUM

Date: March 13th, 2020

To: Laura Talley, Boerne's Planning and Community Director

From: Rob Wasyliv

CC: Jeff Carroll -Boerne Director of Development Services, Jeff Thompson -Boerne Deputy City Manager, Barbara Quirk - Boerne City Attorney, and Rebecca Pacini -Boerne Planner III

Re: Shoreline Park

In bold, are the sections of **Article 5, Street Specifications and Construction Standards Section 11, Private Streets** referenced in the denial letter by the City of Boerne on March 4th, 2020 and received by KB Home on March 10, 2020. Following these sections are the formal responses by KB Home.

B. An Association agreement consistent with State and other appropriate laws must be submitted to and approved by the City Manager and made a part of the final plat documents. The restrictive covenants – Covenants, Conditions, and Restrictions (“CCRs”) – and the Association documents including articles of incorporation and by-laws shall be submitted to the City for review and approval along with the preliminary plat applications, and shall be filed at Kendall County prior to final plat acceptance in order to ensure that there is an entity in place for long-term maintenance of those common areas by a responsible body, in perpetuity, for the benefit of the homeowners. Such maintenance and control shall be performed without using public funds. In the approval of the above documents, the City shall determine that the proper legal position is ensured and that the proposed Association will function properly both during and after the time in which the developer is active in the subdivision.

KB HOME RESPONSE: Article 5, Section 11 of the City Ordinance is entitled “Private Streets.” This community will not have private streets. The streets will be public streets. Notwithstanding that, KB Home offers the following information about its compliance with the requirements of Article 5, Section 11.

The CC&R’s were reviewed by the City prior to final plat approval and were filed with Kendall County on March 2, 2020 (Document Number: 00339445). The Association’s Certificate of Formation and Bylaws are attached hereto as Appendix “J.”

The Association is defined in **Article 1** of the CC&R’s, and its powers and obligations are described throughout the CC&R’s, including, in particular, **Article 4** thereof. **Section 2.38** and **Article 13** of the CC&R’s expressly requires the Association to maintain the Common Areas, including the LID Features, and sets forth the City’s rights regarding taking over and performing such work. In addition, **Section 13.4.1 No Public Funds** within the CC&R’s states:

“It is specifically understood and agreed by the Declarant, Owners and the Association that public funds shall not be used for the maintenance and control of the Common Areas of the LID features.”

Thus, KB Home believes the requirements of the City of Boerne’s Subdivision Ordinance 5.11.014 Section B have been met.

C. The Association agreement must include provision that allow, but do not require, the City to take over the maintenance of the Common Areas, including private streets, using Association funds if such action become necessary due to request of the Association nonperformance or inaction by the Association and/or if the Association becomes defunct. The following provisions shall also be included in the Association Agreement which would control in the event the City is asked to take over the maintenance of the Common Areas by the Association:

- a. Grant the City all the rights of the Association to either file a lien on property within the subdivision or assess property owners within the subdivision for costs of maintaining, repairing, replacing or making safe any Common Areas.
- b. In the sole discretion of the City, convey to the City ownership of all or part of the Common Areas either before or after exercising the City's rights under (a) herein above; and
- c. Authorize the City, upon taking ownership of the Common Areas to remove any improvements or amenities from the Common Areas and sell any buildable land area as residential lots to recoup the City's expenses for maintenance or demolition of the improvements. Any money that remains after the City has recovered all of its expenses, including any necessary and reasonable legal expenses, shall be retained for future maintenance or upgrading of the Common Areas (if any remain), screen walls, or other improvements within the subdivision. These provides are not intended to allow the City to profit in any way from taking over the Association's responsibilities or funds; they are only intended to allow the City to recoup its actual incurred expenses.

KB HOME RESPONSE: KB Home will amend the CC&R's to include Subparts b. & c. above (see Appendix "I" attached hereto). Such amendment will require the City's consent.

Please refer to section **13.4.2 Default or Failure to Perform** within the CC&R's which, with the City's consent, will be revised as shown:

"13.4.2 **Default or Failure to Perform.** If the Association fails to maintain the Common Areas and LID Features in accordance with the O&M Manual, the City shall have the right but not the obligation to assume the duty to maintain, repair and make safe any Common Areas and LID Features to the specifications set forth in the O&M Manual. If the Association fails to maintain the Common Area or LID Features in accordance with the O&M Manual, the City may give the Association a written demand for maintenance. If the Association fails or refuses to perform the maintenance within a reasonable period of time after receiving the City's written demand, the City may maintain the Common Areas and LID Features to the specifications set forth in the O&M Manual at the expense of the Association after giving written notice of its intent to do so to the Association. The City may give its notices and demands to any officer, director, or agent of the Association, or alternatively, to each Owner of a Lot as shown on the City's tax rolls. The rights of the City under this *Section 13.4.2* are in addition to other rights and remedies provided by Applicable Law. In the event the City assumes such maintenance obligations, the City shall have the further right to collect, when the same become due, all Assessments, Regular or Special, levied by the Association pursuant to the provisions hereof for the purposes of maintaining, repairing, replacing or caring for the Common Areas and LID Features, and, if necessary, enforce the payment of delinquent Assessments in the manner set forth herein. In addition or in the alternative, the City may levy an Assessment upon each Lot within the Property on a pro rata basis for the actual cost of such maintenance, notwithstanding any other provisions contained in this Declaration, which Assessment shall constitute a lien upon the Lot against which each Assessment is made. The payment of any such Assessments and liens shall be deemed an obligation of each Owner just like the obligations identified in this Declaration. Nothing contained herein is intended to, nor shall it be interpreted as or deemed to waive, limit or restrict the City's authority and ability to enforce applicable City ordinances regarding the maintenance and/or repair of the Common Areas and LID Features and pursue any remedies available to the City under Texas law.

In the event the City is asked to take over the maintenance of the Common Area by the Association, in addition to the right to levy Assessments and impose liens as discussed above, (i) upon the request of and in the sole discretion of the City, the Association shall convey to the City ownership of all or part of the Common

Area either before or after exercising the City's rights described above, and (ii) the City is authorized, upon taking ownership of the Common Area, to remove any Improvements from the Common Area and sell any buildable land area as Lots to recoup the City's expenses for maintenance or demolition of the Improvements. Any money that remains after the City has recovered all of its expenses, including any necessary and reasonable legal expenses, shall be retained for future maintenance or upgrading of the Common Area (if any remain). This Section is not intended to allow the City to profit in any way from taking over the Association's responsibilities or funds; they are only intended to allow the City to recoup its actual incurred expenses.

Under no circumstances shall the City be liable to the Declarant, Association or any Owner or their respective heirs, devisees, personal representatives, successors and assigns for negligent acts or omissions relating in any manner to maintaining, improving and preserving the Common Area and LID Features."

Section 13.4.2 Default or Failure to Perform of the CC&R's:

- *Grants the city the ability to file a lien, or assess fees, if needed*
- *Provides the ability for the City to assume maintenance of the Common Areas or LID features.*
- *Provides the ability for the City to take ownership and control of the Common Areas.*
- *In addition, it clearly states that this section doesn't limit, restrict, or otherwise waive the City's authority to enforce the City's ordinances.*

Based on the above, KB Home believes the requirements of Boerne's subdivision Ordinance 5.11.014 section C have been met.

E. Association Contact Information: The Association shall provide and maintain an address and telephone contract with the City Secretary's office of the City of Boerne.

KB HOME RESPONSE: The most applicable contact information at this point is the following:

Rey Saucedo
Vice President of Operations
Lifetime HOA Management
www.LifetimeHOAManagement.com
Office: 210-504-8484
18587 Sigma Road #220
San Antonio, Texas 78258
Rey Saucedo <rey@lifetimehoamanagement.com>

Based upon the above, KB Home believes the requirements of Boerne's subdivision Ordinance 5.11.014 section E have been met.

F. Legal Requirements. In order to assure the establishment of a proper Association, including its financing, and the rights and responsibilities of the property or homeowners in relation to the use, management and ownership of Common Areas, the subdivision plat, dedication documents, covenants, and other recorded legal agreements must:

g. Place an Association charge on each lot in a manner which will both assure sufficient Association funds, and which will provide adequate safeguards for the lot owners against undesirable high charges;

h. Establish each lot owner's obligations to pay assessments for the maintenance and operation of the Common Areas which shall be set aside in a reserve fund subject to the following restrictions:

ii: The balance of the fund shall be equal to the total replacement cost of the improvements divide by the average life expectancy of such Common Areas times to the age of the improvements. The life expectancy for a subdivision with private streets shall be a minimum of twenty (20) years.

KB HOME RESPONSE: Within the appendix is a preliminary draft of Shoreline's projected financial statements over a 23-year period. At this time, we are projecting a starting HOA fee of \$175 per quarter, with a one-time \$250 Working Capital Fee and a one-time \$250 LID reserve fee paid at closing.

As we further progress with the project including generating actual construction plans for the LID features, we will re-assess our financial projections to ensure the community and HOA is set-up to fund its operations and infrastructure. In addition, we have budgeted for a Reserve Study to be performed in year 5, after all infrastructure has been installed but prior to KB Home exiting the community. We will perform this step to ensure a responsible reserve balance is being generated within the community.

The LID feature maintenance estimates used within the financials were derived from the San Antonio River Authority (SARA) Low Impact Development Technical Design Guidance Manual (Appendix G. Cost Estimates and Regulatory Guidance). We are assuming the following maintenance schedule as disclosed in the SARA Manual:

- Routine Maintenance (maintenance required monthly to every 2 years)
- Intermediate Maintenance (maintenance required every 6 to 10 years)
- Replacement (service life of 20 years)

In total, across 9 LID features, we estimate a total maintenance and replacement cost of \$2.7M over the 23-year period. The total cost to construct the 9 LID features is estimated to be \$1.3 million (based upon OPC's by Halff Associates). The estimated maintenance and replacement cost are funded by the assessments and working capital fees assigned to the future homeowners. See the appendix for detailed information.

Because the LID features have not yet been constructed, no fund is required at this time according to the calculation under the ordinance (because the age of the improvements is zero). However, in order to assuage any fears about future funds being available, KB Home is prepared to set aside now, in a specific reserve account for the HOA, the amount of \$100,000.00 to start the reserve fund for future LID maintenance and repair.

Based on the above, KB Home believes the requirements of Boerne's subdivision Ordinance 5.11.014 section F have been met.

H. Traffic Enforcement: The Association, its members and the City of Boerne agree that all traffic rules and regulations enforced and applied by the City on all public streets, alleys and rights of way governing the operation and movement of vehicles are hereby extended to all streets, alleys and rights-of-way within the subdivision. All such streets, roads, alleys, and rights of way shall henceforth be governed and controlled by all traffic laws set forth in state law and City ordinance.

a. The City may erect, place, replace, maintain and/or remove such traffic control signs, signals and devices that may be necessary or appropriate in the application and extension of traffic rules and regulations to the subdivision. If the City is so required, all cost of erection, placement, replacement maintenance and removal shall be reimbursed by the Association to the City within thirty (30) days of the invoice. This reimbursement requirement shall include, but not be limited, to the acquisition of property for sign placement.

KB HOME RESPONSE: Shoreline's streets will be public; therefore, all City traffic rules and regulations applicable to the public streets within this community will be met. Based upon the fact that Shoreline has public streets, KB Home believes that Boerne's subdivision ordinance 5.11.014 section H is not applicable.

K. The City may require the Association to provide ongoing reporting of budgetary actions, financial reports, and collection activity on homeowner's assessments. Should the funding of the Common Areas maintenance not support the level of maintenance required by applicable ordinance, the City may require additional security for the provision of such maintenance.

KB HOME RESPONSE: KB Home and the HOA will comply with the applicable ordinance. Additionally, please refer to section **Section 2.38 Low Impact Development** within the CC&R's that states:

"The Property shall comply with the requirements of the operation and maintenance manual ("O&M Manual") created and provided by the design professional for the LID Features within the Property. The Association shall be responsible for administering and enforcing the O&M Manual for the Property. In addition, the Association shall also be responsible for : (i) management of inspection and maintenance assignments of the LID Features; (ii) routine internal inspection and maintenance of the LID Features; (iii) external professional inspection and maintenance of the LID Features, as necessary; (iv) enforcement of inspection and maintenance of the LID Features; and (v) **reporting of inspection and maintenance of the LID Features to the City, if required by Applicable Law.**"

And also refer to **Section 13.1 Obligation of the Association** of the CC&R's which requires annual reporting to the City.

In addition, **Section 13.4.2 Default or Failure to Perform** states that the CC&R's don't waive, limit or restrict the City's authority and ability to enforce applicable City Ordinances as shown below:

"Nothing contained herein is intended to, nor shall it be interpreted as or deemed to waive, limit or restrict the City's authority and ability to enforce applicable City ordinances regarding the maintenance and/or repair of the Common Areas and LID Features and pursue any remedies available to the City under Texas Law."

Based on the above, KB Home believes the requirements of Boerne's subdivision Ordinance 5.11.014 section K have been met.

OTHER ITEMS

Throughout this process, KB Home has demonstrated its willingness to go above and beyond to ensure a responsible community is built. In addition, we have taken every opportunity to address concerns with open communication to P&Z and the public. With this in mind, there are a couple of items discussed during the March 3rd, 2020, P&Z meeting that were not included on the formal denial letter, which we would like to voluntarily address below.

PEST CONTROL: P&Z requested the desire to improve upon the Pest Control language during the P&Z meeting on March 3rd, 2020. To address these concerns KB Home reach out to Laura Tally on March 10th with a request provide

more clarity as to the actual language P&Z would like edited within Section 2.37 of the CC&R's. Prior to the edits, the CC&R's Section 2.37 read as follows:

2.37 Pest Control: Owners and the Association shall follow an environmentally sensitive approach to lawn care, pest management and other aspects of maintaining an environment applicable to the Property by incorporating Integrated Pest Management (IPM) procedures for control of structural and landscape pests which includes, but is not limited to, the use of organic and/ or natural. Owners shall comply with any rules or regulations adopted by the Association, and the Association may also levy fines, penalties, or other charges against an Owner for failure to comply with this Section 2.37

The updated Section 2.37 will state the following:

2.37 Pest Control: Owners and the Association shall follow an environmentally sensitive approach to lawn care, pest management and other aspects of maintaining the Property by incorporating Integrated Pest Management (IPM) procedures for control of structural and landscape pests, such processes include, but are not limited to, the use of organic and/ or natural [pesticides](#). Owners shall comply with any rules or regulations adopted by the Association, and the Association may also levy fines, penalties, or other charges against an Owner for failure to comply with this Section 2.37.

OPERATIONS AND MAINTENANCE MANUAL: Another concern of P&Z was that the CC&R's reference the Operations and Maintenance Manual; however, the P&Z had not yet been able to review this manual. Attached hereto is a draft of the Operations and Maintenance Manual which will be finalized once we have construction plans and installed the LID features. We will not finalize this manual until these steps are accomplished to ensure the manual includes all necessary maintenance requirements.

The manual was designed using a compilation of the San Antonio River Basin LID Technical Design Manual, Appendix D Maintenance Considerations and the TCEQ RG-348 Manual, "Complying with the Edwards Aquifer rules Technical Guidance on Best Management Practices". It was also reviewed by Halff Associates.

Hopefully, this addresses all open items related to the CC&Rs and any remaining concerns from P&Z. If you have any additional questions, please feel free to reach out.

Rob Wasyliv

San Antonio Division President
KB Home

APPENDIX

- **APPENDIX A:** The City of Boerne denial letter dated March 4, 2020 and received by KB Home on March 10th, 2020
- **APPENDIX B:** Pages 67-69 of the Subdivision Ordinance No. 2007-56 of the City of Boerne, Texas.
- **APPENDIX C:** The Engineer's Opinion of Probable Cost provide by Halff Assoicates for the 9 proposed BMP features within Shoreline totaling \$1,296,567.
- **APPENDIX D:** Preliminary draft financial projection for Shoreline's HOA used to generate preliminary HOA assessment estimates of \$175 per quarter plus a \$250 Working Capital and a \$250 LID Reserve Fee paid at closing.
- **APPENDIX E:** Preliminary draft reserve analysis for Shorelines HOA
- **APPENDIX F:** HALFF Memorandum dated 11/18/19 which discloses the surface areas of the required 9 BMP's used to estimate the maintenance and replacement costs used within the reserve analysis.
- **APPENDIX G:** Appendix G. Cost Estimates and Regulator Guidance derived from the San Antonio River Authority (SARA) Low Impact Development Technical Design Guidance Manual. Figures were used from this document to determine a price per square foot for the maintenance and replacement of the LID features.
- **APPENDIX H:** A preliminary draft copy of the **Operations and Maintenance (O&M) Manual**.
- **APPENDIX I:** A copy of the Amendment to the CC&R's adding (i) language from Ordinance 5.11.014 section C subparts b. & c., and (ii) revising the property description to include the entire property.
- **APPENDIX J:** A copy of the Certificate of Formation and the Bylaws for the Association.

Shoreline HOA Budget

UNITS DEVELOPED																			
UNIT 1 & 2	Unit 3,4,5&6	Unit 7																	
YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
ANNUAL FEE	700	700	700	700	721	743	765	765	765	765	765	765	765	765	765	765	765	765	765
WORKING CAPITAL FEE	250	250	250	250	250	250													
LID RESERVE FEE	250	250	250	250	250	250													
CLOSINGS	60	60	60	60	60	48													
NUMBER OF OWNERS	-	60	120	180	240	300	348	348	348	348	348	348	348	348	348	348	348	348	348
OPERATING REVENUE																			
Assessment Income	-	42,000	84,000	126,000	173,040	222,789	266,188	266,188	266,188	266,188	266,188	266,188	266,188	266,188	266,188	266,188	266,188	266,188	266,188
Developer Contribution	50,000	50,000																	
TOTAL OPERATING REVENUE	50,000	92,000	84,000	126,000	173,040	222,789	266,188	266,188	266,188	266,188	266,188	266,188	266,188	266,188	266,188	266,188	266,188	266,188	266,188
OPERATING EXPENSES																			
GROUND MAINT																			
Landscape Contract	8,000	8,000	15,000	15,000	15,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
Landscape Repairs	1,200	1,200	1,200	1,200	2,000	2,500	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Seasonal Color	-	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Fence Repairs	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Irrigation Repairs		750	750	750	1,200	1,200	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400
Holiday Decorations	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
TOTAL GROUNDS MAINT	9,200	14,450	21,450	21,450	22,700	43,200	44,900	44,900	44,900	44,900	44,900	44,900	44,900	44,900	44,900	44,900	44,900	44,900	44,900
UTILITIES																			
Irrigation Water	-	5,000	5,000	5,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Irrigation Electric	-	3,000	3,000	3,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
TOTAL UTILITIES	-	8,000	8,000	8,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
TAXES & INSURANCE																			
General Liability/Property	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
TOTAL TAXES & INSURANCE	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
PROFESSIONAL SERVICES																			
Management Fees	4,800	4,800	4,800	4,800	4,800	4,800	16,704	16,704	16,704	16,704	16,704	16,704	16,704	16,704	16,704	16,704	16,704	16,704	16,704
Reserve Study		-	-	-	5,000	-													
Audit Fees	2,000	-	-	3,500	-	-	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Legal Fees	2,000	2,000	2,000	2,000	2,000	2,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
TOTAL PROFESSIONAL SERVICES	8,800	6,800	6,800	10,300	11,800	6,800	25,704	25,704	25,704	25,704	25,704	25,704	25,704	25,704	25,704	25,704	25,704	25,704	25,704
RECREATION EXPENSES																			
Walking Trails Maintenance	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Pool Operating and Supplies		20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Miscellaneous Maintenance	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
TOTAL RECREATION EXPENSES	4,000	4,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000
TOTAL OPERATING EXPENSES	32,000	43,250	70,250	73,750	78,500	94,000	114,604	114,604	114,604	114,604	114,604	114,604	114,604	114,604	114,604	114,604	114,604	114,604	114,604
NET OPERATING INCOME (EXPENSE)	18,000	48,750	13,750	52,250	94,540	128,789	151,584	151,584	151,584	151,584	151,584	151,584	151,584	151,584	151,584	151,584	151,584	151,584	151,584
OPERATING ACCOUNT BALANCE																			
BEGINNING BALANCE	-	18,000	66,750	80,500	22,750	7,290	26,079	27,663	29,248	30,832	32,416	34,000	35,585	37,169	38,753	40,338	41,922	43,506	45,091
NET OPERATING INCOME (EXPENSE)	18,000	48,750	13,750	52,250	94,540	128,789	151,584	151,584	151,584	151,584	151,584	151,584	151,584	151,584	151,584	151,584	151,584	151,584	151,584
RESERVE CONTRIBUTION				(110,000)	(110,000)	(110,000)	(150,000)	(150,000)	(150,000)	(150,000)	(150,000)	(150,000)	(150,000)	(150,000)	(150,000)	(150,000)	(150,000)	(150,000)	(150,000)
ENDING BALANCE	18,000	66,750	80,500	22,750	7,290	26,079	27,663	29,248	30,832	32,416	34,000	35,585	37,169	38,753	40,338	41,922	43,506	45,091	46,675
RESERVE ACCOUNT																			
LID RESERVE FEE	15,000	15,000	15,000	15,000	15,000	12,000	-	-	-										
WORKING CAPITAL FEE	15,000	15,000	15,000	15,000	15,000	12,000	-	-	-										
TOTAL REVENUE	30,000	30,000	30,000	30,000	30,000	24,000													
LID MAINTENANCE	2,020	2,020	33,310	71,518	71,518	71,518	71,518	153,430	174,645	71,518	71,518	71,518	71,518	153,430	174,645	71,518	71,518	71,518	71,518
AMENITY MAINTENANCE	-	-	-	-	-	-	-	-	4,000	-	-	-	30,000	-	-	15,500	4,000	-	-
EXPENSES	2,020	2,020	33,310	71,518	71,518	71,518	71,518	153,430	178,645	71,518	71,518	71,518	101,518	153,430	174,645	87,018	75,518	71,518	71,518
NET CASH FLOW	27,980	27,980	(3,310)	(41,518)	(41,518)	(47,518)	(71,518)	(153,430)	(178,645)	(71,518)	(71,518)	(71,518)	(101,518)	(153,430)	(174,645)	(87,018)	(75,518)	(71,518)	(71,518)
RESERVE ACCOUNT BALANCE																			
BEGINNING BALANCE	-	27,980	55,960	52,650	121,132	189,615	252,097	330,580	327,150	298,505	376,988	455,470	533,953	582,435	579,005	554,360	617,343	691,825	770,308
NET CASH FLOW	27,980	27,980	(3,310)	(41,518)	(41,518)	(47,518)	(71,518)	(153,430)	(178,645)	(71,518)	(71,518)	(71,518)	(101,518)	(153,430)	(174,645)	(87,018)	(75,518)	(71,518)	(71,518)
RESERVE CONTRIBUTION			-	110,000	110,000	110,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
ENDING BALANCE	27,980	55,960	52,650	121,132	189,615	252,097	330,580	327,150	298,505	376,988	455,470	533,953	582,435	579,005	554,360	617,343	691,825	770,308	848,790

Shoreline HOA Budget

UNITS DEVELOPED					
YEAR	20	21	22	23	TOTAL
ANNUAL FEE	765	765	765	765	
WORKING CAPITAL FEE					
LID RESERVE FEE					
CLOSINGS					
NUMBER OF OWNERS	348	348	348	348	
OPERATING REVENUE					
Assessment Income	266,188	266,188	266,188	266,188	5,173,030
Developer Contribution					100,000
TOTAL OPERATING REVENUE	266,188	266,188	266,188	266,188	5,273,030
OPERATING EXPENSES					
GROUNDS MAINT					
Landscape Contract	35,000	35,000	35,000	35,000	691,000
Landscape Repairs	3,000	3,000	3,000	3,000	60,300
Seasonal Color	2,000	2,000	2,000	2,000	44,000
Fence Repairs	2,500	2,500	2,500	2,500	55,000
Irrigation Repairs	2,400	2,400	2,400	2,400	45,450
Holiday Decorations	1,500	1,500	1,500	1,500	34,500
TOTAL GROUNDS MAINT	44,900	44,900	44,900	44,900	895,750
UTILITIES					
Irrigation Water	6,000	6,000	6,000	6,000	129,000
Irrigation Electric	4,000	4,000	4,000	4,000	85,000
TOTAL UTILITIES	10,000	10,000	10,000	10,000	214,000
TAXES & INSURANCE					
General Liability/Property	10,000	10,000	10,000	10,000	230,000
TOTAL TAXES & INSURANCE	10,000	10,000	10,000	10,000	230,000
PROFESSIONAL SERVICES					
Management Fees	16,704	16,704	16,704	16,704	312,768
Reserve Study	-	-	-	-	5,000
Audit Fees	4,000	4,000	4,000	4,000	73,500
Legal Fees	5,000	5,000	5,000	5,000	97,000
TOTAL PROFESSIONAL SERVICES	25,704	25,704	25,704	25,704	488,268
RECREATION EXPENSES					
Walking Trails Maintenance	2,500	2,500	2,500	2,500	57,500
Pool Operating and Supplies	20,000	20,000	20,000	20,000	420,000
Miscellaneous Maintenance	1,500	1,500	1,500	1,500	34,500
TOTAL RECREATION EXPENSES	24,000	24,000	24,000	24,000	512,000
TOTAL OPERATING EXPENSES	114,604	114,604	114,604	114,604	2,340,018
NET OPERATING INCOME (EXPENSE)	151,584	151,584	151,584	151,584	2,933,012
OPERATING ACCOUNT BALANCE					
BEGINNING BALANCE	46,675	48,259	49,843	51,428	
NET OPERATING INCOME (EXPENSE)	151,584	151,584	151,584	151,584	
RESERVE CONTRIBUTION	(150,000)	(150,000)	(150,000)	(150,000)	
ENDING BALANCE	48,259	49,843	51,428	53,012	
RESERVE ACCOUNT					
LID RESERVE FEE					87,000
WORKING CAPITAL FEE					87,000
TOTAL REVENUE					174,000
LID MAINTENANCE	153,430	174,645	402,772	456,521	2,739,077
AMENITY MAINTENANCE	-	-	-	60,000	113,500
EXPENSES	153,430	174,645	402,772	516,521	2,852,577
NET CASH FLOW	(153,430)	(174,645)	(402,772)	(516,521)	(2,678,577)
RESERVE ACCOUNT BALANCE					
BEGINNING BALANCE	848,790	845,360	820,715	567,944	
NET CASH FLOW	(153,430)	(174,645)	(402,772)	(516,521)	
RESERVE CONTRIBUTION	150,000	150,000	150,000	150,000	
ENDING BALANCE	845,360	820,715	567,944	201,423	

RESERVE ANALYSIS																				
	YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
BMP # 1		Estimated Construction Cost: 5,663 sq ft, 91,739		Type: System Size	Bioretention Large															
Routine Maintenance (assumes quarterly, 4 times per year)	\$ 1.91	Every 2 years	-	-	5,408	5,408	5,408	5,408	5,408	5,408	5,408	5,408	5,408	5,408	5,408	5,408	5,408	5,408	5,408	
Intermediate Maintenance (every 6th year)	\$ 2.50	Every Six Years	-	-	-	-	-	-	-	14,158	-	-	-	-	-	14,158	-	-	-	
Replacement maintenance (20 yr service life)	\$ 10.11	Every 20 years	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
		SubTotal:	-	-	5,408	5,408	5,408	5,408	5,408	19,566	5,408	5,408	5,408	5,408	19,566	5,408	5,408	5,408	5,408	
BMP # 2		Estimated Construction Cost: 27,102 sq ft, 443,170		Type: System Size	Bioretention Large															
Routine Maintenance (assumes quarterly, 4 times per year)	\$ 1.91	Frequency	-	-	25,882	25,882	25,882	25,882	25,882	25,882	25,882	25,882	25,882	25,882	25,882	25,882	25,882	25,882	25,882	
Intermediate Maintenance (every 6th year)	\$ 2.50	Every Six Years	-	-	-	-	-	-	-	67,753	-	-	-	-	-	67,753	-	-	-	
Replacement maintenance (20 yr service life)	\$ 10.11	Every 20 years	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
		SubTotal:	-	-	25,882	25,882	25,882	25,882	25,882	93,637	25,882	25,882	25,882	25,882	93,637	25,882	25,882	25,882	25,882	
BMP # 3		Estimated Construction Cost: 4,452 sq ft, 77,235		Type: System Size	Bioretention Large															
Routine Maintenance (assumes quarterly, 4 times per year)	\$ 1.91	Frequency	-	-	4,252	4,252	4,252	4,252	4,252	4,252	4,252	4,252	4,252	4,252	4,252	4,252	4,252	4,252	4,252	
Intermediate Maintenance (every 6th year)	\$ 2.50	Every Six Years	-	-	-	-	-	-	-	11,530	-	-	-	-	-	11,530	-	-	-	
Replacement maintenance (20 yr service life)	\$ 10.11	Every 20 years	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
		SubTotal:	-	-	4,252	4,252	4,252	4,252	4,252	15,362	4,252	4,252	4,252	4,252	15,362	4,252	4,252	4,252	4,252	
BMP # 4		Estimated Construction Cost: 23,351 sq ft, 524,773		Type: System Size	Bioretention Large															
Routine Maintenance (assumes quarterly, 4 times per year)	\$ 1.91	Frequency	-	-	22,300	22,300	22,300	22,300	22,300	22,300	22,300	22,300	22,300	22,300	22,300	22,300	22,300	22,300	22,300	
Intermediate Maintenance (every 6th year)	\$ 2.50	Every Six Years	-	-	-	-	-	-	-	58,176	-	-	-	-	-	58,176	-	-	-	
Replacement maintenance (20 yr service life)	\$ 10.11	Every 20 years	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
		SubTotal:	-	-	22,300	22,300	22,300	22,300	22,300	80,676	22,300	22,300	22,300	22,300	80,676	22,300	22,300	22,300	22,300	
BMP # 5		Estimated Construction Cost: 1,857 sq ft, 31,982		Type: System Size	Bioswale Medium															
Routine Maintenance (assumes quarterly, 4 times per year)	\$ 1.91	Frequency	-	-	1,869	1,869	1,869	1,869	1,869	1,869	1,869	1,869	1,869	1,869	1,869	1,869	1,869	1,869	1,869	
Intermediate Maintenance (every 6th year)	\$ 2.94	Every Six Years	-	-	-	-	-	-	-	5,754	-	-	-	-	-	5,754	-	-	-	
Replacement maintenance (20 yr service life)	\$ 10.17	Every 20 years	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
		SubTotal:	-	-	1,869	1,869	1,869	1,869	1,869	7,623	1,869	1,869	1,869	1,869	7,623	1,869	1,869	1,869	1,869	
BMP # 6		Estimated Construction Cost: 1,941 sq ft, 31,982		Type: System Size	Bioswale Medium															
Routine Maintenance (assumes quarterly, 4 times per year)	\$ 1.91	Frequency	-	-	1,854	1,854	1,854	1,854	1,854	1,854	1,854	1,854	1,854	1,854	1,854	1,854	1,854	1,854	1,854	
Intermediate Maintenance (every 6th year)	\$ 2.94	Every Six Years	-	-	-	-	-	-	-	5,707	-	-	-	-	-	5,707	-	-	-	
Replacement maintenance (20 yr service life)	\$ 10.17	Every 20 years	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
		SubTotal:	-	-	1,854	1,854	1,854	1,854	1,854	7,560	1,854	1,854	1,854	1,854	7,560	1,854	1,854	1,854	1,854	
BMP # 7		Estimated Construction Cost: 2,769 sq ft, 43,929		Type: System Size	Bioswale Medium															
Routine Maintenance (assumes quarterly, 4 times per year)	\$ 1.91	Frequency	-	-	2,644	2,644	2,644	2,644	2,644	2,644	2,644	2,644	2,644	2,644	2,644	2,644	2,644	2,644	2,644	
Intermediate Maintenance (every 6th year)	\$ 2.94	Every Six Years	-	-	-	-	-	-	-	8,141	-	-	-	-	-	8,141	-	-	-	
Replacement maintenance (20 yr service life)	\$ 10.17	Every 20 years	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
		SubTotal:	-	-	2,644	2,644	2,644	2,644	2,644	10,785	2,644	2,644	2,644	2,644	10,785	2,644	2,644	2,644	2,644	
BMP # 8		Estimated Construction Cost: 1,388 sq ft, 21,388		Type: System Size	Bioretention Small															
Routine Maintenance (assumes quarterly, 4 times per year)	\$ 7.62	Frequency	-	-	5,288	5,288	5,288	5,288	5,288	5,288	5,288	5,288	5,288	5,288	5,288	5,288	5,288	5,288	5,288	
Intermediate Maintenance (every 6th year)	\$ 5.62	Every Six Years	-	-	-	-	-	-	-	7,801	-	-	-	-	-	7,801	-	-	-	
Replacement maintenance (20 yr service life)	\$ 10.52	Every 20 years	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
		SubTotal:	-	-	5,288	5,288	5,288	5,288	5,288	13,089	5,288	5,288	5,288	5,288	13,089	5,288	5,288	5,288	5,288	
BMP # 9		Estimated Construction Cost: 2,115 sq ft, 31,409		Type: System Size	Bioretention Medium															
Routine Maintenance (assumes quarterly, 4 times per year)	\$ 1.91	Frequency	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	
Intermediate Maintenance (every 6th year)	\$ 2.94	Every Six Years	-	-	-	-	-	-	-	8,734	-	-	-	-	-	8,734	-	-	-	
Replacement maintenance (20 yr service life)	\$ 10.17	Every 20 years	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
		SubTotal:	2,020	2,020	2,020	2,020	2,020	2,020	2,020	8,734	2,020	2,020	2,020	2,020	8,734	2,020	2,020	2,020	2,020	
TOTAL BMP COST (MAINTENANCE/ REPLACEMENT)			2,020	2,020	33,310	71,518	71,518	71,518	71,518	153,430	174,645	71,518	71,518	71,518	153,430	174,645	71,518	71,518	71,518	
POOL/PLAYSCAPE																				
Pool-Resilator/ Resin	\$ 30,000.00	Every 12 years	-	-	-	-	-	-	-	-	-	-	-	-	30,000	-	-	-	-	
Play Equipment- Replace	\$ 12,000.00	Every 15 years	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12,000	-	
Park Furniture- Replace	\$ 2,500.00	Every 15 years	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500	-	
Shade Canopy- Replace	\$ 2,000.00	Every 8 years	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Pool Pump- Replace	\$ 4,000.00	Every 8 years	-	-	-	-	-	-	-	-	4,000	-	-	-	-	-	-	-	-	
Pool Deck- Replace	\$ 30,000.00	Every 20 years	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
		SubTotal:	-	-	-	-	-	-	-	-	4,000	-	-	-	30,000	-	-	15,500	4,000	-

RESERVE ANALYSIS						
	19	20	21	22	23	TOTAL
BMP # 1						
Routine Maintenance (assumes quarterly, 4 times per year)	5,408	5,408	5,408	5,408	5,408	213,371
Intermediate Maintenance (every 6th year)	-	14,158	-	-	-	42,473
Replacement maintenance (20 yr service life)	-	-	-	57,253	-	57,253
	5,408	19,566	5,408	62,661	5,408	213,397
BMP # 2						
Routine Maintenance (assumes quarterly, 4 times per year)	25,882	25,882	25,882	25,882	25,882	543,531
Intermediate Maintenance (every 6th year)	-	67,755	-	-	-	203,305
Replacement maintenance (20 yr service life)	25,882	93,637	25,882	276,003	25,882	276,003
	25,882	93,637	25,882	299,884	25,882	1,020,797
BMP # 3						
Routine Maintenance (assumes quarterly, 4 times per year)	4,252	4,252	4,252	4,252	4,252	85,033
Intermediate Maintenance (every 6th year)	-	-	12,530	-	-	33,390
Replacement maintenance (20 yr service life)	-	-	-	-	45,010	45,010
	4,252	4,252	15,382	4,252	49,261	88,433
BMP # 4						
Routine Maintenance (assumes quarterly, 4 times per year)	22,300	22,300	22,300	22,300	22,300	446,004
Intermediate Maintenance (every 6th year)	-	-	56,278	-	-	175,158
Replacement maintenance (20 yr service life)	-	-	-	-	236,079	236,079
	22,300	22,300	86,678	22,300	258,179	857,215
BMP # 5						
Routine Maintenance (assumes quarterly, 4 times per year)	1,869	1,869	1,869	1,869	1,869	37,379
Intermediate Maintenance (every 6th year)	-	-	5,754	-	-	17,265
Replacement maintenance (20 yr service life)	-	-	-	-	19,903	19,903
	1,869	1,869	7,623	1,869	21,772	74,642
BMP # 6						
Routine Maintenance (assumes quarterly, 4 times per year)	1,854	1,854	1,854	1,854	1,854	37,073
Intermediate Maintenance (every 6th year)	-	-	5,707	-	-	17,120
Replacement maintenance (20 yr service life)	-	-	-	-	19,740	19,740
	1,854	1,854	7,560	1,854	21,594	73,833
BMP # 7						
Routine Maintenance (assumes quarterly, 4 times per year)	2,644	2,644	2,644	2,644	2,644	52,886
Intermediate Maintenance (every 6th year)	-	-	8,141	-	-	24,423
Replacement maintenance (20 yr service life)	-	-	-	-	28,161	28,161
	2,644	2,644	10,785	2,644	30,805	105,473
BMP # 8						
Routine Maintenance (assumes quarterly, 4 times per year)	5,288	5,288	5,288	5,288	5,288	105,766
Intermediate Maintenance (every 6th year)	-	-	7,803	-	-	23,407
Replacement maintenance (20 yr service life)	5,288	5,288	13,080	5,288	14,602	14,602
	5,288	5,288	13,080	5,288	19,890	54,769
BMP # 9						
Routine Maintenance (assumes quarterly, 4 times per year)	2,020	2,020	2,020	2,020	2,020	46,456
Intermediate Maintenance (every 6th year)	-	-	6,238	-	-	18,654
Replacement maintenance (20 yr service life)	-	-	-	-	21,510	21,510
	2,020	2,020	8,258	2,020	23,529	86,620
TOTAL BMP COST (MAINTENANCE/ REPLACEMENT)						
	71,518	153,430	174,645	402,772	456,521	2,739,077
POOL/PLAYSCAPE						
Pool -Replaster/ Refill	-	-	-	-	30,000	60,000
Play Equipment -Replace	-	-	-	-	-	12,000
Park Furniture -Replace	-	-	-	-	-	2,500
Shade Canopy -Replace	-	-	-	-	-	2,000
Pool Pump -Replace	-	-	-	-	-	8,000
Pool Deck -Replace	-	-	-	-	30,000	30,000
POOL/PLAYSCAPE	-	-	-	-	60,000	113,500