



MAYOR & COUNCIL COMMUNICATION

DATE: September 15, 2015
REGULAR
ITEM #23

AGENDA ITEM: Approve 2016 Preliminary General Fund & Library Fund Annual Budget and Tax Levy

SUBMITTED BY: Cathy Bendel, Finance Director

THROUGH: Cathy Bendel, Finance Director

REVIEWED BY: Finance Committee

SUGGESTED ORDER OF BUSINESS:

- Introduction of ItemFinance Director
- Report/Presentation.....Finance Director/Finance Committee Chair
- Questions from Council to Staff Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion Mayor & City Council
- Action on Motion Mayor Facilitates

POLICY RECOMMENDER: Finance Director and Finance Committee

FISCAL IMPACT: NA

SUMMARY AND ACTION REQUESTED: Pursuant to State law regarding the adoption of the *Preliminary* 2016 General Fund and Library Fund Levy, the City Council is asked to approve the *Preliminary* 2016 Annual Budget and Levy for these two funds. It is recommended that the City Council pass Resolution 2015-76, thereby approving the *Preliminary* 2016 General Fund and Library Fund Annual Budget's and Levies by undertaking the following motion:

“Move to approve Resolution No. 2015-76 adopting the preliminary 2016 General Fund and Library Fund Annual Budget’s and Levies”

BACKGROUND INFORMATION: The City of Lake Elmo has both the legal and fiduciary authority and responsibility under Minnesota State Statute to adopt a *Preliminary* 2016 General Levy. Typically the City Council adopts a *Preliminary* Annual Budget at the same time. Following such adoption, the City Council may lower, but not raise the General and Library Levies and a final Levy and Budget must be adopted by December 31st, 2015

STAFF REPORT: At two Finance Committee meetings, on August 12, 2015 and September 9, 2015 the Finance Committee reviewed the in-depth budget and levy presentation for 2016 related to the General Fund. At the September 9, 2015 Library Board meeting, the Library Board reviewed an in-depth budget and levy presentation for 2016 related to the Library Fund. After various discussions, the City Council is respectfully being asked that these *Preliminary* Annual Budgets and Levies be adopted.

RECOMMENDATION: It is recommended that the City Council pass Resolution 2015-76, thereby approving the *Preliminary* 2016 General Fund and Library Fund Annual Budget's and Levies by undertaking the following motion:

“Move to approve Resolution No. 2015-76 adopting the preliminary 2016 General Fund and Library Fund Annual Budget's and Levies”

ATTACHMENT:

1. Resolution No. 2015-76
2. Preliminary 2016 General Fund Budget
3. Preliminary 2016 Library Fund Budget

**CITY OF LAKE ELMO
WASHINGTON COUNTY, MINNESOTA**

RESOLUTION NO. 2015-76

**RESOLUTION APPROVING PROPOSED 2015 TAX LEVY, COLLECTIBLE IN 2016
AND
PROPOSED 2016 BUDGET**

WHEREAS, the City Council has conducted budget workshops and meetings to review the 2015 Tax Levy, collectible in 2016, and the proposed 2016 General Fund and 2016 Library Fund Budgets; and

WHEREAS, the City is required to adopt a proposed budget for payable 2016 and certify its proposed property tax levy payable in 2016.

BE IT RESOLVED that the City adopts the proposed 2016 General Fund and Library Fund Budgets,

BE IT FURTHER RESOLVED by the Council of the City of Lake Elmo, County of Washington, Minnesota that the following proposed sums of money be levied for the current year, collectible in 2016, upon taxable property in the City of Lake Elmo, for the following purposes:

Total General Fund Levy	\$2,712,400
Total G.O. Debt Levy	\$ 664,541
Library Levy	<u>\$ 256,957</u>
Total Levy	\$3,633,898

BE IT FUTHER RESOLVED that the City Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Washington County, Minnesota.

ADOPTED, by the Lake Elmo City Council on the 15th day of September, 2015.

Mike Pearson
Mayor

ATTEST:

Julie Johnson
City Clerk

City of Lake Elmo
Budget 2016
(Based on 130 new homes)

Account Number	Description	2011 Actual	2012 Actual	2013 Actual	2014 Budget	2014 Actual	2015 Budget	2015 Projected Actual	2016 Budget	2015 to 2016 Change	Notes
GENERAL FUND											
Revenues											
Property Taxes/Franchise Fees											
101-000-0000-31010	Current Ad Valorem Taxes	\$2,271,299	\$2,390,638	\$2,377,716	\$2,565,000	\$2,237,110	\$2,531,080	\$2,359,178	\$2,524,700	7.0% Based on prelim TMV from WA Cty	
101-000-0000-31020	Delinquent Ad Valorem Taxes	\$19,395	\$44,915	\$35,000	\$20,000	\$14,986	\$15,000	\$32,848	\$15,000	0.0%	
101-000-0000-31030	Mobile Home Tax	\$9,503	\$7,376	\$9,059	\$8,000	\$15,707	\$11,400	\$12,121	\$12,000	-1.0%	
101-000-0000-31040	Fiscal Disparities	\$143,647	\$112,096	\$178,587	\$120,000	\$140,432	\$160,000	\$190,797	\$160,000	-16.1% Conservative due to uncertainty	
101-000-0000-31910	Penalty & Interest on Taxes	\$146	\$5,202	\$3,691	\$5,180	\$9,002	\$700	\$1,474	\$700	-52.5%	
101-000-0000-33620	Gravel Tax	\$925	\$689	\$0	\$0	\$0	\$0	\$0	\$0	0.0%	
101-000-0000-33622	Cable Franchise Revenue	\$38,894	\$39,950	\$42,852	\$42,852	\$41,602	\$45,000	\$71,744	\$45,000	-37.3% 2015 payout of state grant excess	
	Total Property Taxes/Franchise Fees	\$2,483,808	\$2,600,866	\$2,646,905	\$2,761,032	\$2,458,839	\$2,763,180	\$2,668,162	\$2,757,400	-3.3%	
Licenses and Permits											
101-000-0000-32110	Liquor License	\$10,425	\$9,375	\$16,150	\$3,000	\$150	\$8,350	\$11,150	\$11,000	-1.3%	
101-000-0000-32180	Wastewater License	\$0	\$0	\$0	\$0	\$2,400	\$1,680	\$1,320	\$1,680	0.0%	
101-000-0000-32181	General Contractor License	\$1,725	\$0	\$265	\$165	\$0	\$0	\$0	\$0	0.0%	
101-000-0000-32183	Heating Contractor License	\$995	\$3,560	\$5,050	\$6,650	\$4,920	\$2,500	\$3,700	\$2,500	-32.4%	
101-000-0000-32184	Blacktopping Contractor License	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%	
101-000-0000-32210	Building Permits	\$138,972	\$187,344	\$174,625	\$170,500	\$224,951	\$517,600	\$335,978	\$403,200	20.0% 2015 = 100 actual new homes vs 2016 of 130 new homes	
101-000-0000-32210	Re-inspection Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$400	\$0	-100.0%	
101-000-0000-32220	Heating Permits	\$10,230	\$16,040	\$15,990	\$15,600	\$23,064	\$29,040	\$24,297	\$28,000	15.2%	
101-000-0000-32230	Plumbing Permits	\$6,316	\$10,580	\$12,525	\$9,000	\$21,914	\$29,040	\$30,622	\$36,800	20.2%	
101-000-0000-32231	Sewer Permits	\$0	\$0	\$485	\$485	\$0	\$0	\$0	\$0	0.0%	
101-000-0000-32240	Animal License	\$2,083	\$2,320	\$1,991	\$1,991	\$2,569	\$2,500	\$2,156	\$2,500	16.0%	
101-000-0000-32250	Utility Permits	\$6,248	\$8,225	\$21,215	\$11,000	\$26,427	\$5,000	\$37,319	\$5,000	-86.6%	
101-000-0000-32260	Burning Permit	\$1,300	\$1,360	\$2,670	\$3,350	\$1,650	\$2,250	\$2,110	\$2,750	30.3%	
101-000-0000-32270	Massage Therapy	\$0	\$0	\$858	\$150	\$200	\$150	\$100	\$150	50.0%	
101-000-0000-32280	Electrical Permits	\$0	\$0	\$0	\$0	\$6,109	\$6,051	\$9,466	\$0	-100.0%	
101-000-0000-34104	Plan Check Fees	\$52,125	\$89,290	\$90,610	\$82,000	\$135,816	\$181,923	\$197,805	\$238,000	20.3% 2015 = 100 actual new homes vs 2016 of 130 new homes	
	Total Licenses and Permits	\$230,420	\$328,093	\$342,434	\$303,891	\$450,920	\$787,084	\$656,423	\$731,580	11.4%	
Intergovernmental											
101-000-0000-33402	Homestead Credit Aid	\$7,879	\$0	\$0	\$0	\$0	\$0	\$0	\$0	N/A	
101-000-0000-33418	MSA - Maintenance	\$83,018	\$78,789	\$98,022	\$98,022	\$101,696	\$101,696	\$137,478	\$101,696	26.0% 2015 had one time excess funds distribution	
101-000-0000-33420	State Fire Aid	\$40,692	\$38,824	\$56,778	\$41,500	\$53,446	\$41,500	\$41,500	\$41,500	0.0%	
101-000-0000-33422	PERA Aid	\$2,749	\$2,749	\$2,749	\$2,749	\$2,749	\$2,749	\$2,749	\$2,749	0.0%	
101-000-0000-33426	Miscellaneous State Grants	\$22,824	\$162	\$13,365	\$1,150	\$17,692	\$500	\$5,124	\$5,064	1.2%	
101-000-0000-33621	Recycling Grant	\$15,588	\$15,588	\$15,588	\$15,500	\$15,500	\$15,500	\$15,500	\$15,500	0.0%	
	Total Intergovernmental	\$172,750	\$136,112	\$174,502	\$158,921	\$191,083	\$161,945	\$202,351	\$166,509	-17.7%	
Charges for Services											
101-000-0000-34103	Zoning & Subdivision Fees	\$11,015	\$1,152	\$4,680	\$1,250	\$28,691	\$7,500	\$24,135	\$7,500	-68.9% Conservative due to uncertainty	
101-000-0000-34105	Sale of Copies, Books, Maps	\$173	\$287	\$323	\$206	\$301	\$175	\$138	\$175	26.8%	
101-000-0000-34107	Assessment Searches	\$445	\$1,060	\$1,390	\$1,285	\$1,200	\$750	\$1,635	\$1,215	-25.7%	
101-000-0000-34109	Clean Up Days	\$3,058	\$3,256	\$2,647	\$3,000	\$0	\$2,000	\$0	\$2,000	100.0%	
101-000-0000-34111	Cable Operation Reimbursement	\$2,307	\$2,018	\$526	\$1,950	\$2,500	\$2,500	\$4,051	\$4,000	-1.2%	
	Total Charges for Services	\$16,998	\$7,772	\$9,566	\$7,691	\$32,692	\$12,925	\$29,959	\$14,890	-50.3%	

Fines										
101-000-0000-35100	Fines	\$63,818	\$54,328	\$48,718	\$48,000	\$48,647	\$48,000	\$45,308	\$45,000	-0.7%
Total Fines		\$63,818	\$54,328	\$48,718	\$48,000	\$48,647	\$48,000	\$45,308	\$45,000	-0.7%
Other										
101-000-0000-36200	Miscellaneous Revenue	\$20,405	\$58,918	\$1,757	\$2,400	\$125,050	\$350	\$6,709	\$3,500	-47.8%
101-000-0000-36201	Internal Charges (Library proc fee)	\$5,458	\$1,166	\$1,092	\$1,600	\$818	\$640	\$392	\$0	-100.0%
101-000-0000-36210	Interest Earnings	\$59,415	\$20,000	\$11,631	\$20,000	\$71,813	\$10,000	\$32,730	\$45,000	37.5%
	Reimbursement-Fire	\$0	\$0	\$0	\$0	\$11,285	\$500	\$1,000	\$500	-50.0%
101-000-0000-36230	Donations	\$9,500	\$9,300	\$14,000	\$0	\$11,100	\$0	\$0	\$0	0.0%
Total Other		\$94,778	\$89,384	\$28,480	\$24,000	\$220,066	\$11,490	\$40,831	\$49,000	20.0%
Total Revenues		\$3,062,573	\$3,216,555	\$3,250,604	\$3,303,535	\$3,402,247	\$3,784,624	\$3,643,034	\$3,764,379	3.3%
Other Financing Sources										
101-000-0000-39200	Transfer In	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	N/A
Total Other Financing Sources		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	N/A
Total Revenues and Other Financing Sources		\$3,062,573	\$3,216,555	\$3,250,604	\$3,303,535	\$3,402,247	\$3,784,624	\$3,643,034	\$3,764,379	3.3%
		6.3%	11.6%	12.8%		18.1%		25.6%		
New Homes										
			35	37		41	132	100	130	

City of Lake Elmo
 Budget 2016
 (Based on 130 new homes)

Dept Number	Description	2011 Actual	2012 Actual	2013 Actual	2014		2015		2015 Projected Actual	2016 Budget	2015 to 2016 Change
					Budget	Actual	Budget	Actual			
GENERAL FUND											
Expenditures by Program & Department											
General Government											
1110	Mayor & Council	\$36,418	\$24,208	\$471,770	\$45,269	\$39,896	\$40,955	\$46,131	\$45,955	\$45,955	-0.38%
1320	Administration	\$507,492	\$484,915	\$379,858	\$392,494	\$412,505	\$407,316	\$477,999	\$329,250	\$329,250	-31.12%
1410	Elections	\$3,380	\$13,857	\$1,040	\$13,350	\$9,874	\$1,050	\$2,221	\$15,800	\$15,800	611.38%
1450	Communications	\$18,034	\$22,512	\$44,194	\$35,570	\$44,407	\$70,842	\$41,425	\$31,747	\$31,747	-23.36%
1520	Finance	\$135,063	\$151,572	\$157,203	\$154,935	\$161,541	\$134,647	\$125,059	\$125,271	\$125,271	17.00%
1910	Planning & Zoning	\$185,039	\$165,068	\$250,077	\$271,859	\$252,799	\$224,218	\$238,922	\$284,682	\$284,682	19.15%
1930	Engineering Services	\$67,639	\$69,864	\$34,501	\$48,000	\$36,312	\$54,800	\$42,963	\$48,000	\$48,000	11.72%
1940	City Hall	\$27,828	\$26,327	\$26,283	\$24,733	\$26,355	\$50,235	\$60,064	\$55,082	\$55,082	-8.29%
Total General Government		\$980,893	\$958,324	\$1,364,926	\$986,210	\$983,689	\$984,063	\$1,034,784	\$935,787	\$935,787	-9.57%
Public Safety											
2100	Police	\$452,262	\$492,911	\$495,759	\$500,000	\$515,604	\$517,799	\$526,256	\$527,060	\$527,060	0.15%
2150	Prosecution	\$46,440	\$47,224	\$52,104	\$51,000	\$54,466	\$50,000	\$54,675	\$54,700	\$54,700	0.05%
2220	Fire	\$344,417	\$336,792	\$366,162	\$395,456	\$400,709	\$385,312	\$347,290	\$380,232	\$380,232	9.40%
2250	Fire Relief	\$47,867	\$39,956	\$53,778	\$37,324	\$53,446	\$37,324	\$37,324	\$37,324	\$37,324	0.00%
2400	Building Inspection	\$94,863	\$132,591	\$139,939	\$152,874	\$143,283	\$323,558	\$221,549	\$260,766	\$260,766	17.70%
2500	Emergency Communications	\$5,250	\$6,194	\$3,745	\$5,800	\$3,373	\$7,000	\$7,245	\$7,400	\$7,400	2.14%
2700	Animal Control	\$2,301	\$1,319	\$13,729	\$6,282	\$10,086	\$6,800	\$7,225	\$7,550	\$7,550	4.50%
Total Public Safety		\$993,400	\$1,056,987	\$1,125,216	\$1,148,736	\$1,180,967	\$1,327,793	\$1,201,564	\$1,275,032	\$1,275,032	6.11%
Public Works											
3100	Public Works	\$289,985	\$295,132	\$473,807	\$378,609	\$386,213	\$380,195	\$351,158	\$422,504	\$422,504	20.32%
3120	Streets	\$29,268	\$190,361	\$204,416	\$176,800	\$49,978	\$222,578	\$212,188	\$413,000	\$413,000	94.64%
3125	Ice & Snow Removal	\$75,960	\$45,320	\$126,648	\$96,000	\$104,346	\$95,500	\$85,680	\$93,250	\$93,250	8.84%
3160	Street Lighting	\$30,008	\$38,691	\$25,988	\$28,800	\$22,614	\$28,000	\$24,501	\$26,400	\$26,400	7.75%
3200	Recycling	\$3,829	\$12,776	\$7,584	\$7,400	\$5,224	\$9,500	\$3,318	\$5,900	\$5,900	77.82%
3250	Tree Program	\$10,358	\$4,126	\$11,325	\$5,000	\$5,350	\$6,000	\$6,000	\$1,000	\$1,000	-83.33%
Total Public Works		\$439,408	\$586,406	\$849,768	\$692,609	\$573,725	\$741,773	\$682,845	\$962,054	\$962,054	40.89%
Culture & Recreation											
5200	Parks & Recreation	\$142,096	\$144,422	\$166,343	\$205,239	\$207,178	\$153,028	\$242,753	\$231,320	\$231,320	-4.71%

Total Culture & Recreation	\$142,096	\$144,422	\$166,343	\$205,239	\$207,178	\$153,028	\$242,753	\$231,320	-4.71%
II & Telephone	\$48,513	\$49,254	\$52,916	\$70,741	\$94,653	\$109,560	\$81,302	\$95,876	17.93%
Compensation Adjustment	\$0	\$0	\$0	\$0	\$0	\$35,000	\$0	\$30,262	-13.54%
Debt Service Increase	\$0	\$0	\$0	\$0	\$0	\$247,118	\$247,118	\$234,048	-5.29%
Contingency Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
Other Financing	\$230,505	\$200,000	\$0	\$200,000	\$200,000	\$200,000	\$200,000		-100.00%
Total Expenditures	\$2,834,815	\$2,995,393	\$3,559,169	\$3,303,535	\$3,240,212	\$3,798,335	\$3,690,366	\$3,764,379	2.01%

City of Lake Elmo
 Budget to Actual
 2016 Library Fund Budget
 Actuals thru August 31, 2015
 206-Library Fund
 By Department

	2011		2012		2013		2014		2015		2016	
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
REVENUE												
Current Ad Valorem Taxes	0.00	0.00	260,078.00	260,078.00	256,957.00	256,957.00	256,957.00	231,261.00	231,261.00	231,261.00	256,957.00	256,957.00
Rental Income	0.00	0.00	0.00	9,340.64	17,000.00	11,400.00	11,400.00	11,400.00	11,400.00	26,214.00	0.00	0.00
Interest Earnings	0.00	0.00	0.00	0.00	417.06	0.00	676.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Revenue	0.00	0.00	0.00	0.00	76.00	0.00	350.00	0.00	350.00	1,330.55	0.00	0.00
Donations	0.00	0.00	0.00	70.00	1,405.00	0.00	2,566.17	0.00	105.00	105.00	0.00	0.00
Total Revenue	0.00	0.00	260,078.00	269,488.64	286,707.00	275,855.06	268,357.00	271,300.78	242,661.00	258,910.55	256,957.00	256,957.00
EXPENSE												
PT Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,000.00	8,779.75	26,260.00	26,260.00
PERA Contributions	0.00	0.00	70,000.00	75,950.00	35,200.00	16,901.13	35,200.00	36,241.58	45,000.00	45,210.93	46,311.07	46,311.07
FICA Contributions	0.00	0.00	0.00	518.02	2,552.00	1,225.27	2,552.00	2,598.93	4,422.50	4,032.78	5,442.83	5,442.83
Medicare Contributions	0.00	0.00	0.00	470.89	2,182.40	1,003.53	3,608.40	2,038.89	3,782.00	3,204.01	4,499.41	4,499.41
Health/Dental Insurance	0.00	0.00	0.00	110.13	510.40	234.71	843.60	481.47	884.50	749.36	1,052.28	1,052.28
Unemployment Benefits	0.00	0.00	0.00	0.00	13,605.00	2,176.00	13,605.00	12,809.48	12,828.48	13,965.83	14,144.00	14,144.00
Workers Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Library aces supplies	0.00	0.00	60.00	1,109.79	3,500.00	0.00	0.00	0.00	1,100.00	366.65	1,100.00	1,100.00
Office Supplies	0.00	0.00	2,500.00	3,071.41	500.00	2,397.34	5,000.00	3,133.10	4,100.00	2,453.43	3,600.00	3,600.00
Library Collection Maintenance	0.00	0.00	12,000.00	1,618.43	2,000.00	5,337.86	20,000.00	28,951.48	49,700.00	31,886.18	38,537.41	38,537.41
Engineering/Legal Services	0.00	0.00	0.00	3,503.00	600.00	3,240.50	500.00	520.00	2,000.00	2,328.00	1,500.00	1,500.00
Contract Services	0.00	0.00	0.00	21,100.00	4,400.00	4,199.95	4,000.00	860.00	3,000.00	1,103.50	6,000.00	6,000.00
Telephone	0.00	0.00	1,560.00	1,001.37	2,100.00	1,477.29	1,400.00	1,554.80	1,600.00	1,434.41	1,560.00	1,560.00
Internet	0.00	0.00	5,000.00	215.70	900.00	447.35	600.00	459.15	1,000.00	386.29	1,800.00	1,800.00
Information Technology	0.00	0.00	10,320.00	3,170.00	3,100.00	4,329.72	13,000.00	5,831.16	3,220.00	3,100.00	3,100.00	3,100.00
Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Utilities	0.00	0.00	0.00	2,589.38	4,800.00	2,364.65	2,500.00	1,604.69	2,700.00	3,233.69	3,500.00	3,500.00
Refuse	0.00	0.00	0.00	119.59	1,200.00	780.56	800.00	536.73	7,550.00	7,520.63	7,500.00	7,500.00
Repair/Maint Bldg	0.00	0.00	3,000.00	4,483.11	12,000.00	6,818.66	8,000.00	19,326.09	14,000.00	19,942.50	12,000.00	12,000.00
Repair/Maint Equip (non-LH Impr)	0.00	0.00	0.00	0.00	1,500.00	112.50	52,748.00	96.52	0.00	29,015.00	0.00	0.00
Library Card Reimbursements	0.00	0.00	2,400.00	1,130.08	15,300.00	1,136.98	2,500.00	0.00	0.00	0.00	0.00	0.00
WA City Site Fee	0.00	0.00	0.00	0.00	39,000.00	31,780.22	39,000.00	23,445.06	24,000.00	22,810.34	12,000.00	12,000.00
Miscellaneous	0.00	169.00	31,800.00	35,911.27	0.00	280.00	30,000.00	986.54	2,000.00	1,773.34	47,800.00	47,800.00
Building Purchase Reprmt	0.00	0.00	82,400.00	118,560.20	125,400.00	118,560.20	0.00	0.00	0.00	0.00	0.00	0.00
Building/Property Tax	0.00	0.00	0.00	0.00	0.00	21,232.20	0.00	2,526.00	2,600.00	2,467.00	1,000.00	1,000.00
Subscriptions	0.00	0.00	40,000.00	45.00	500.00	1,370.88	0.00	561.55	0.00	0.00	0.00	0.00
Conferences & Training	0.00	0.00	0.00	1,174.23	0.00	371.13	0.00	432.21	2,500.00	2,500.00	3,500.00	3,500.00
Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,500.00	0.00	4,600.00	4,600.00
Interest Expense	0.00	0.00	0.00	2,874.33	0.00	2,354.85	0.00	0.00	0.00	0.00	0.00	0.00
Internal charges	0.00	5,458.32	0.00	2,828.57	1,200.20	1,681.27	1,500.00	818.00	1,600.00	934.00	0.00	0.00
Total Library	0.00	7,476.56	261,040.00	213,199.50	273,050.00	239,470.70	268,357.00	152,799.36	213,987.48	210,128.19	256,957.00	256,957.00
Net Operating Income/(Expense)	0.00	(7,476.56)	(962.00)	56,289.14	13,657.00	36,384.36	0.00	118,501.42	28,673.52	48,782.36	0.00	0.00
Contingency Monies	0.00	0.00	0.00	0.00	13,650.00	0.00	0.00	0.00	14,522.39	11,300.41	14,522.39	14,522.39
Proposed CIP												
Beginning Cash		0.00		(7,483.07)		43,142.52		85,190.43		205,982.68		184,765.04
Net Operating Income/(Expense)		(7,476.56)		56,289.14		36,384.36		118,501.42		28,673.52		48,782.36
CIP (self funded)		0.00		0.00		0.00		0.00		(70,000.00)		0.00
YE Accruals/reversals		(6.51)		(5,663.55)		5,663.55		2,290.83		0.00		0.00
Ending Cash		(7,483.07)		43,142.52		85,190.43		205,982.68		184,765.04		114,765.04
		0.00		0.00		0.00		0.00		0.00		0.00
Balance due to City		7,483.07		112,576.43		0.00		0.00		0.00		0.00
50% of annual operating expenses		3,738.28		106,599.75		119,735.35		76,599.68		106,993.74		105,064.10
Cash Reserves %				20.24%		35.57%		134.81%		76.95%		87.93%
(Office of State Auditor recommends 30 - 50%)												44.66%

NOTE: No Sewer connection charges are reflected due to timing delay between when project is completed and when it is assessed
 Costs to library will not occur until 2016

2013 and 2014 included grant monies which may not be renewed; budgeted conservatively and did not include

Part-time permanent staffing (3)
 Based on accepted offer:
 7.50% PT included as annual earnings to be eligible is \$5,100
 6.20%
 1.45%
 Dental only increase of 4%

Includes databases and ebooks
 Increase to weekly cleaning
 Increase due to service plan upgrade
 Includes equinox, hardware and software
 Electric and Water
 2015 include roof repairs
 Includes \$16k to obtain Associate Status
 Included under programs
 Includes national conference and dues for the Director
 New expense category to track expenses of Programs separately
 NA now that WA City processing cards
 Savings for unknowns (mostly repairs to building...)
 Library Remodel



MAYOR & COUNCIL COMMUNICATION

DATE: September 15, 2015
REGULAR
ITEM # 24
RESOLUTION 2015-070

AGENDA ITEM: Savona 3rd Addition Residential Subdivision – Final Plat

SUBMITTED BY: Kyle Klatt, Community Development Director

THROUGH: Clark Schroeder, Interim City Administrator

REVIEWED BY: Planning Commission
Jack Griffin, City Engineer

SUGGESTED ORDER OF BUSINESS:

- Introduction of ItemCommunity Development Director
- Report/Presentation.....Community Development Director
- Questions from Council to Staff Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion..... Mayor & City Council
- Action on Motion..... Mayor Facilitates

POLICY RECCOMENDER: The Planning Commission is recommending that the City Council approve a final plat request from Lennar Corporation for the third phase of a planned 310 unit residential development to be located on 112.6 acres west of Keats Avenue and within the City’s I-94 corridor planning area. The final plat will include 21 single-family lots and 99 single-family attached units (townhouses) all of which will be accessed via 5th Street.

The Planning Commission considered the final plat at its August 24, 2015 meeting and a summary of the Commission’s report and recommendation is included below.

FISCAL IMPACT: TBD – the City will be asked to review a developer’s agreement concerning the final plat at its September 1, 2015 meeting. The subdivision is included in the Section 34 utility project area, and therefore the developer has been assessed for the costs of the project to bring sewer and water to the site.

SUMMARY AND ACTION REQUESTED: The City Council is being asked to consider a request from Lennar Corporation for approval of a final plat for the third phase of the Savona

residential development. The final plat includes 21 single-family residential lots, 99 single-family attached townhouse units, and the related construction plans for the improvements necessary to serve these homes. The City Council approved the Savona Preliminary Plat on August 6, 2013, which covered approximately 113 acres of land within the I-94 Corridor planning area. There are 310 single family and multi-family residential units planned within the entire subdivision, and the final plat covers only a portion of the overall total of units that will eventually be platted.

The Planning Commission considered this matter at its August 24th meeting and recommended approval of the final plat as presented and subject to conditions of approval.

The suggested motion to adopt the Planning Commission recommendation is as follows:

“Move to adopt Resolution No. 2015-070 approving the final plat for Savona 3rd Addition”

LEGISLATIVE HISTORY/PLANNING COMMISSION REPORT: The Planning Commission considered the final plat at its August 25th meeting, and recommended approval of the request with modifications to the conditions of approval as drafted by Staff. In particular, the Commission:

- Added safety fencing to the list of improvements in Condition #8.
- Included a condition that requires the Parks Commission to review the proposed private park improvements within the townhouse area.
- Added a condition that all special assessments for the property to be subdivided with third addition be paid off with the final plat.
- Added a condition that the City’s landscape architecture consultant review the area around the retaining wall in the southeast portion of the site.

In order to provide the City Council with a complete description of the information considered by the Planning Commission, Staff has attached the detailed report that was submitted to the Commission in advance of its meeting. These reports include detailed information concerning the final plat in addition to the staff review and analysis of the request.

Since the Planning Commission meeting, the developer has submitted an updated landscape plan for all portions of Savona, including the third addition, to incorporate the final landscaping details for 5th Street as recently approved by the City Council. The updated plan is included as part of the Council Packet.

The Planning Commission adopted a motion to recommend approval of the final plat consistent with the findings as noted in the attached resolution and including all conditions of approval as listed in the resolution. The motion passed unanimously (7 ayes and 0 nays).

BACKGROUND INFORMATION (SWOT):

- | | |
|----------------------|--|
| Strengths | <ul style="list-style-type: none">• The proposed plat is consistent with preliminary plat subject to the conditions being recommended by Staff and the Planning Commission. |
| Weaknesses | <ul style="list-style-type: none">• Several conditions of approval must be met by the applicant, including revisions to the final construction plans to address comments from the City Engineer. |
| Opportunities | <ul style="list-style-type: none">• Building activity within Savona is progressing at a very steady pace; platting of the third addition will help Lennar keep up with the demand. |
| Threats | <ul style="list-style-type: none">• None |

RECOMMENDATION: The Planning Commission and Staff are recommending that the City Council approve the final plat for Savona 3rd Addition with 13 conditions of approval. The suggested motion to adopt the Planning Commission recommendation is as follows:

“Move to adopt Resolution No. 2014-070 approving the final plat for Savona 3rd Addition”

ATTACHMENTS:

1. Resolution No. 2014-070
2. Planning Commission Staff Report – 8/24/15
3. Application Forms
4. City Engineer Review Letter
5. Valley Branch Watershed District Review
6. Permanent Public Street Easement Agreement
7. Savona 3rd Addition Final Plat
8. Construction Plans: Grading, Drainage, and Erosion Control
9. Construction Plans: Sanitary Sewer, Water Main, Storm Sewer and Streets
10. Savona 3rd Addition Landscape Plans (Updated Since Planning Commission Meeting)

**CITY OF LAKE ELMO
WASHINGTON COUNTY, MINNESOTA**

RESOLUTION NO. 2015-070

A RESOLUTION APPROVING A FINAL PLAT FOR SAVONA 3RD ADDITION

WHEREAS, the City of Lake Elmo is a municipal corporation organized and existing under the laws of the State of Minnesota; and

WHEREAS, U.S. Home Corporation (d/b/a Lennar), 16305 36th Avenue North, Suite 600, Plymouth, MN (Applicant) has submitted an application to the City of Lake Elmo (City) for a Final Plat for Savona 3rd Addition, a copy of which is on file in the City of Lake Elmo Community Development Department; and

WHEREAS, the Lake Elmo Planning Commission held a public hearing on July 22, 2013 to consider the Savona Preliminary Plat and continued discussion on the Preliminary Plat until its July 29, 2013 meeting; and

WHEREAS, the Lake Elmo Planning Commission has submitted its report and recommendation concerning the Preliminary Plat as part of a memorandum to the City Council for the August 6, 2013 City Council Meeting; and

WHEREAS, the Lake Elmo Planning Commission adopted a motion recommending approval of the Preliminary Plat; and

WHEREAS, the City Council reviewed the Preliminary Plat request at its August 6, 2013 meeting and adopted Resolution No. 2013-064 approving the Preliminary Plat; and

WHEREAS, the Lake Elmo Planning Commission met on August 24, 2015 to review the Final Plat for Savona 3rd Addition consisting of 21 single-family detached residential lots and 99 single-family attached residential units; and

WHEREAS, on August 24, 2015 the Lake Elmo Planning Commission adopted a motion to recommend that the City Council approve the Final Plat for Savona 3rd Addition with conditions; and

WHEREAS, the City Council reviewed the recommendation of the Planning Commission and the Final Plat for Savona 3rd Addition at a meeting held on September 1, 2015; and

NOW, THEREFORE, based upon the testimony elicited and information received, the City Council makes the following:

FINDINGS

- 1) That the procedure for obtaining approval of said Final Plat is found in the Lake Elmo City Code, Section 153.08.
- 2) That all the requirements of said City Code Section 153.07 related to the Final Plat have been met by the Applicant.
- 3) That the proposed Final Plat for Savona 3rd Addition consists of the creation of 21 single-family detached residential lots and 99 single-family attached residential units.
- 4) That the Final Plat is consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on August 8, 2013 and revised on November 25, 2013.
- 5) That the Final Plat is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- 6) That the Final Plat complies with the City's Urban Low Density Residential and Medium Density Residential zoning districts.
- 7) That the Final Plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control and other ordinances, except as noted in this report or attachments thereof.
- 8) That the Final Plat complies with the City's subdivision ordinance.
- 9) That the Final Plat is consistent with the City's engineering standards with the plan revisions as requested by the City Engineer.
- 10) That the Permanent Public Street Easement Agreement as filed and recorded with Washington County sufficiently addresses previous conditions of approval for Savona that required the platting of 5th Street to coincide with future project phases.

CONCLUSIONS AND DECISION

NOW, THEREFORE, BE IT RESOLVED THAT the City Council does hereby approve the Final Plat for Savona 3rd Addition subject to the following conditions:

- 1) Final grading, drainage, and erosion control plans, utility plans, sanitary and storm water management plans, and street and utility construction plans shall be reviewed and approved by the City Engineer prior to the recording of the Final Plat. All changes and modifications to the plans requested by the City Engineer in review memo dated 8/20/15 shall be incorporated into these documents before they are approved.

- 2) Prior to the execution of the Final Plat by City officials, the Developer shall enter into a Developer's Agreement acceptable to the City Attorney and approved by the City Council that delineates who is responsible for the design, construction, and payment of the required improvements with financial guarantees therefore. These improvements shall include the play equipment located in the private park area north of Block 11.
- 3) All easements as requested by the City Engineer and Public Works Department shall be documented on the Final Plat prior to the execution of the final plat by City Officials.
- 4) A Common Interest Agreement concerning management of the common areas of Savona and establishing a homeowner's association shall be submitted in final form to the Community Development Director before a building permit may be issued for any structure within this subdivision. The applicant must create a separate agreement for the single-family attached lots. Said agreements shall comply with Minnesota Statutes 515B-103, and specifically the provisions concerning the transfer of control to the future property owners. The applicant shall also enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the final plat.
- 5) The final landscape plan shall be updated to address the review comments from the City's landscape architecture consultant and shall incorporate all design elements as specified in the City's 5th Street Standard Details and Design Book.
- 6) The developer shall provide signed easement documents to verify that the proposed grading activity on property presently owned by MFC Properties, Walter Ebertz, and DPS-Lake Elmo, LLC will be allowed.
- 7) All multi-purpose trails that are depicted on the approved preliminary development plans shall be constructed as part of any subsequent final plat within Savona.
- 8) The proposed retaining wall east of Block 13 must be designed by a professional engineer registered in the state of Minnesota and must comply with all applicable building codes and any other authorities with jurisdiction for the wall, safety fencing, and proposed grading adjacent to the wall.
- 9) The final plat must be updated to document the recorded access and roadway easement over the future extension of 5th Street adjacent to the Savona subdivision.
- 10) The developer is encouraged to incorporate elements from the Lake Elmo Theming Study into the final design of the community mailboxes within Savona 3rd Addition.
- 11) Staff and the Park Commission will review and approve plans for the equipment to be located in the private townhouse park area and these improvements shall be installed at the time Block 11 of the townhouse area is constructed.

12) The City's landscape architect shall review the plans for the retaining wall and pond within the Southeast portion of the townhouse area and shall make recommendations for landscaping that will soften the views and/or screen the wall from Keats Avenue.

13) All special assessments for the property to be subdivided with Savona 3rd Addition shall be paid in full with the final plat.

Passed and duly adopted this 1st day of September 2015 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk



PLANNING COMMISSION
DATE: 8/24/15
AGENDA ITEM: 5B – BUSINESS ITEM
CASE # 2015-28

ITEM: Savona 3rd Addition Residential Subdivision – Final Plat
SUBMITTED BY: Kyle Klatt, Planning Director *KK*
REVIEWED BY: Jack Griffin, City Engineer

SUMMARY AND ACTION REQUESTED:

The Planning Commission is being asked to consider a Final Plat request from Lennar Corporation for the third phase of a planned 310 unit residential development to be located on 112.6 acres west of Keats Avenue and within Stage 1 of the City’s I-94 Corridor Planning Area. The final plat will include 21 single-family lots and 99 single-family attached units, all of which will be accessed via the 5th Street Parkway off of Keats Avenue. The City has previously granted approval of a Conditional Use Permit to allow the single-family attached units that are accessed via a series of private roads. Staff is recommending approval of the request subject to compliance with a series of conditions as listed in this report.

GENERAL INFORMATION

Applicant: U.S. Home Corporation, D/B/A Lennar, 16305 36th Avenue North, Suite 600, Plymouth, MN
Property Owners: U.S. Home Corporation, D/B/A Lennar, 16305 36th Avenue North, Suite 600, Plymouth, MN
Location: Outlots C and F of Savona 2nd Addition, north of I-94, west of Keats Avenue, and south of the Hammes West development site and Goose Lake. PID Numbers 34.029.21.42.0073 and 34.029.21.41.0055.
Request: Application for final plat approval of a 120-unit residential subdivision to be named Savona 3rd Addition, which is comprised of 99 single-family attached units and 21 single family detached lots.
Existing Land Use and Zoning: Agricultural land, land that has been mass graded for residential development. Current Zoning: LDR and MDR
Surrounding Land Use and Zoning: North – active mining and gravel operation that has been reclaimed for a future residential subdivision; west and south – agricultural land; east – Savona 1st and 2nd Additions.
Comprehensive Plan: Urban Low Density Residential (2.5 – 3.99 units per acre) and Urban Medium Density Residential (4 – 7 units per acre)

History: Sketch Plan review by Planning Commission on 12/10/12. EAW approved by the City Council on 7/2/13. Preliminary Plat approved on 8/6/13. Final Plat for first addition approved on 2/18/14. Final Plat for second addition approved on 9/16/14.

Deadline for Action: Application Complete – 8/12/15
60 Day Deadline – 10/11/15
Extension Letter Mailed – No
120 Day Deadline – N/A

Applicable Regulations: Chapter 153 – Subdivision Regulations
Article 10 – Urban Residential Districts (LDR)
§150.270 Storm Water, Erosion, and Sediment Control

REQUEST DETAILS

The City of Lake Elmo has received a request from Lennar Corporation for final plat approval of the third phase of the Savona residential development (Savona 3rd Addition). The final plat includes 21 single family residential lots, 99 single family attached units (townhouses), and the infrastructure necessary to support the future homes on these lots. The City Council approved the Savona Preliminary Plat on August 6, 2013, which covered 113 acres of land within the I-94 Corridor planning area. There are 310 single family and multi-family residential units planned within the entire subdivision, and the final plat covers portion of the overall total of units that will eventually be platted. Lennar has finalized its purchase of the land included in the final plat area, and is acting as the sole applicant for this request.

With the third addition, the total number of homes that will have been platted within the Savona development is 233 residential units, which includes 112 single family lots and 121 single-family attached lots. Upon approval of the final plat, there will be 77 single family lots remaining in the subdivision to be platted.

The majority of the third addition comprises the remaining build-out of the townhouse area south of 5th Street. The initial 22 townhouses were platted with the second addition, along with the initial leg of 5th Street Lane North that will provide a public road connection to all of the private townhouse access streets. Because of revisions to the storm water plan that have previously been required by the watershed district, there have been some changes to the ponding and infiltration system within the preliminary plat area. The most significant of these changes resulted in an expansion of the storm water pond in the southeast corner of the townhouse area (Outlot J of 2nd Addition). In order to accommodate a larger pond in this area, some of the townhouse lots around the pond were reconfigured to provide the needed room for the pond. The location of the public road through this area remains unchanged, and the reconfiguration resulted in one less townhouse unit than was approved at the preliminary plat stage. Staff has deemed that the overall changes are consistent with the preliminary plat as approved.

The applicant has submitted detailed construction plans for related to sanitary sewer, water main, storm sewer, grading, drainage, erosion control, landscaping, and other details that have been reviewed by the City Engineer. The grading plans cover the remaining portions of Savona that have not yet been developed, and the applicant has entered into a grading agreement with the City to start this work prior to final plat approval. All of the other construction and development plans are specific to the third addition lots. Please note that the applicant's grading plans require grading work to occur on adjacent property, but the approved plans only authorize work on the Lennar site. The

applicant has indicated that they will be securing temporary grading easements from any affected neighboring parcels, and the City's approval of this work will need to be contingent upon the securing of these easements.

One of the issues that had been a significant part of the discussions between the developer and the City concerning Savona is the construction and platting of 5th Street through the subdivision area. The City has maintained a position that 5th Street is an integral component of development within the I-94 corridor, and that private developers will need to build this road as part of their subdivisions. The first leg of 5th Street west of Keats Avenue is being constructed as part of the first addition plans, while another further extension is under construction as part of the second addition (up to Junco Road North). The City further adopted a condition of approval in response to a request by Lennar to change the preliminary plat requirements for secondary access that required Lennar to plat and build 5th Street to the furthest extent west that any lot is platted. The proposed development plans for third addition have therefore been updated to depict plans for 5th Street that will extend to the western boundary of the third addition. The developer has secured an easement for public access and maintenance for all future portions of 5th Street through Savona, and Staff has found that this easement meets the spirit and intent of the City's previous conditions related to the construction of 5th Street. The road will need to be platted once the Dale property to the south of Savona is developed.

The City's subdivision ordinance establishes the procedure for obtaining final subdivision approval, in which case a final plat may only be reviewed after the City takes action on a preliminary plat. As long as the final plat is consistent with the preliminary approval, it must be approved by the City. Please note that the City's approval of the Savona Preliminary Plat did include a series of conditions that must be met by the applicant, which are addressed in the "Review and Analysis" section below. There are no public hearing requirements for a final plat.

The City's zoning map for all of the area included in the preliminary plat for Savona has been updated to be consistent with the City's Comprehensive Plan. The portions of the plat that are planned for single family detached housing are zoned LDR – Low Density Residential, while the proposed townhouses are located within a MDR – Medium Density Residential Zoning District. As noted in the City's preliminary plat review, the single family and townhouse lots fall within the density ranges allowed in the Comprehensive Plan. Please note that as part of the MDR zoning district requirements, townhouses that do not have frontage on a public street may only be allowed with a Conditional Use Permit (CUP). The townhouses shown in the attached plat will have access to a private road which then connects to a proposed public road that will loop through the portion of the site south of 5th Street. The City has previously approved a Conditional Use Permit that allows the use of a private road to serve the individual townhouse lots in Savona.

In order to provide further clarity concerning the future phases of the townhouse area, the applicant has previously prepared updated plans for the overall townhouse area as part of the second addition submittal. These plans were found to not substantially alter the preliminary plat for the townhouses, and the 3rd Addition plans are consistent with this submission.

Staff has reviewed the final plat and found that it is consistent with the preliminary plat that was approved by the City. The developer has previously updated the preliminary plan submissions to comply with the conditions of approval, and the final plat application incorporates these updates as well. Please note that the final plat now includes proposed street names as recommended by the Planning Department.

The City Engineer has reviewed the final plat, and his comments are attached to this report. Although there are some additional revisions to the final construction plans that will need to be addressed by the applicant, the majority of these revisions can be made before the City releases the

final plat for recording and authorizes construction to commence on the site. The other requirements concerning grading easements will need to be addressed prior to the start of street and utility construction.

REVIEW AND ANALYSIS

The preliminary plat for Savona was approved with several conditions, which are indicated below along with Staff's comments on the status of each. There are additional comments concerning the overall development in addition to any general items and issues that have not otherwise been addressed. Staff is recommending approval of the final plat with conditions intended to address the outstanding issues that will require additional review and/or documentation. In order to assist the Planning Commission with its review, Staff is also including a summary the critical issues that need to be resolved for the subdivision to move forward.

Critical Issues Summary:

- 1) **Secondary Access.** The preliminary plat included a condition that requires the construction of a secondary access into Savona, and that no more than half of the planned lots (155) could be platted until such time that this access was provided. The developer successfully petitioned the City to amend this condition earlier this year; however, there were two conditions attached to this approval. The first required that 5th Street be platted and constructed to the western most portion future subdivisions and the second required all necessary utility work to be completed for the second addition (this work is now part of the second addition plans). The limit was also changed from a platting restriction to a building permit restriction. In practice, this means that the City will not issue more than 155 permits within Savona (out of the 233 total lots that would be final platted upon the approval of the third addition) until a second access is provided. Lennar has indicated that the fourth and final project phase will include all remaining lots and the rest of 5th Street to the western boundary with Boulder Ponds. Because Boulder Ponds includes a connection to Hudson Boulevard, the fourth addition will satisfy building permit restriction.
- 2) **5th Street.** Lennar has previously granted an easement to the City for all portions of 5th Street within the Savona subdivision that is located outside of the first addition. Although the conditions noted the preceding section specify that 5th Street must be *platted* as part of future additions, Staff has found that the existing easement will provide for proper public access and the ability to maintain this road indefinitely into the future and that the spirit and intent of this requirement has therefore been met by the applicant. The third addition plans include the construction of 5th Street to the western-most extent of the plat. When development occurs on the parcel south of Savona, 5th Street will need to be incorporated into any future subdivisions on this land.
- 3) **Grading Easements.** The grading plans as approved by the City do not allow any grading work to occur on adjacent parcels. The developer's ultimate plans for these areas do include some grading activity on these adjacent parcels. As noted in the City Engineer's review comments, temporary off-site grading easements must be secured from MFC Properties, the Ebertz family, and DPS-Lake Elmo (Alan Dale) to allow this grading to occur. The Engineer is recommending that signed easement documents be provided to the City prior to the start of any street and utility construction work within Savona 3rd Addition.

- 4) **Other Issues.** All other recommended conditions of approval relate to final details that must be addressed by the applicant and can be handled prior to release of the final plat for recording.

Please also note that the applicant provided a response to the preliminary plat conditions with the first addition final plat; this response has not been duplicated for this report.

Preliminary Plat Conditions – With Staff Update Comments (updated information in bold italics):

- 1) Within six months of preliminary plat approval, the applicant shall complete the following: a) the applicant shall provide adequate title evidence satisfactory to the City Attorney; b) the applicant shall pay all fees associated with the preliminary plat; c) the applicant shall submit a revised preliminary plat and plans meeting all conditions of approval. All of the above conditions shall be met prior to the City accepting an application for final plat and prior to the commencement of any grading activity on the site. *Comments: a) all title work has previously been reviewed by the City Attorney; b) the applicant has submitted an escrow payment related to the preliminary plat and final plat applications that are being used to cover Staff and consultant expenses related to the City's review; c) a revised preliminary plat and plans has been approved by the City and was found to address all previous comments. The applicant has commenced mass grading of the site and updated the grading plans in accordance with changes required by the two watershed districts and City Engineer..*
- 2) The applicant shall dedicate a minimum of 30 feet of land around the "Exception" parcel in the northwest portion of the Savona subdivision to allow for the construction of an eight-foot bituminous trail to the western edge of the subdivision and to allow for sufficient room for drainage and utilities adjacent to "Street A". *Comments: The preliminary plat and plans have been revised to address this condition. Although the applicant is proposing to use a portion of the street right-of-way for the trail, there is a 30-foot area around all portions of the exception parcel for the trail. This proposed configuration is a reasonable compromise to still provide access to the exception parcel. The 3rd Addition does not include any of the area around the exception parcel.*
- 3) The applicant shall provide for a minimum green belt/buffer of 100 feet around all of the adjacent Stonegate subdivision, and must revise the preliminary plat in the vicinity of Lots 1 and 2 of Block 10 to properly account for this buffer. *Comments: The plat has been adjusted in this area, but there are still two lots (Lots 1 and 2, Block 1 of the final plat) that are within 65 feet of the boundary with Stonegate. The second addition plat was updated to depict an outlot in the place of two buildable parcels in this area. The developer will need to secure a buffer easement or otherwise make revisions to the planned lots in order to comply with this requirement. This condition does not impact any lots within the third addition.*
- 4) The eight-foot bituminous trail located within Outlot A shall be moved off of the property line of the adjacent Stonegate subdivision and shall be designed to continue into the property to the north and to provide a connection to "Street A". *Comments: The preliminary plans have been updated to address this requirement. The construction plans for 3rd Addition do not show any trails – these will need to be included in the plans for the fourth addition.*
- 5) The trail within the green belt/buffer area is encouraged to be located within the southern one-third or eastern one-third of the buffer and as close as possible to the lots within the Savona

subdivision. *Comments: The preliminary plans have been updated to address this requirement. The applicant has noted that the “design and plans have been revised to shift the trail to the southern portion of the buffer outlot, except as otherwise required due to grading, drainage, and topography challenges. The trail meanders to provide for a pleasant user experience, avoids the existing wetland, and minimizes impacts on property owners on either side”. No portion of this trail is located within the third addition.*

- 6) The sidewalk along “Street A” must continue along this street until its termination point at the northern boundary of the subdivision. *Comments: The preliminary plans have been updated accordingly, and this condition was addressed as part of the second addition review.*
- 7) The applicant shall work with the City and Washington County to identify and reserve sufficient space for a future trail corridor along the western right-of-way line of Keats Avenue. *Comments: A trail alignment is planned for construction as part of the first addition. No trail is planned south of 5th Street.*
- 8) The landscape plan shall be updated to include tree protection fencing in all areas where grading will be near trees intended for preservation. *Comments: Tree preservation fencing is depicted on the plans for the trees within Outlot G of the 1st Addition. This outlot is located within the townhouse area and is being grading as part of the third addition.*
- 9) The landscape plan shall be reviewed and approved by an independent forester or landscape architect in advance of the approval of a final plat and final construction plans. *Comments: Staff has previously reviewed the tree preservation and protection plan and found the plan to be in compliance with the City Code. The proposed boulevard plantings conform to the City’s planting requirements for streets. The City’s landscape architecture consultant has previously reviewed the overall landscape plan for Savona.*
- 10) Sidewalks shall be required on both sides of the public street providing access to the multi-family housing portion of the subdivision. *Comments: The preliminary plans have been updated and the final construction plans for the townhouses within 3rd Addition include a sidewalk on both sides of the street.*
- 11) The applicant shall be responsible for the construction of all improvements within the Keats Avenue (CSAH 19) right-of-way as required by Washington County and further described in the review letter received from the County dated July 3, 2013. The required improvements shall include, but not be limited to: construction of a new median crossing, closure and restoration of the existing median crossing in this area, continuation of the planned ten-foot bituminous trail through the median, turn lanes, and other improvements as required by the County. *Comments: This requirement was addressed with the first addition.*
- 12) The applicant shall observe all other County requirements as specified in the Washington County review letter dated July 3, 2013. *Comments: The final construction plans have been revised in response to these comments.*
- 13) The developer shall follow all of the rules and regulations spelled out in the Wetland Conservation Act, and shall acquire the needed permits from the appropriate watershed districts prior to the commencement of any grading or development activity on the site. *Comments: The applicant has received a permit from the Valley Branch Watershed District (attached) for the*

grading work proposed in the final plans. This permit includes conditions that must be met prior to the commencement of any grading work on the site. Any revisions to the preliminary plans required by the watershed district are included in the attached plans.

- 14) The applicant shall submit revised preliminary plans that incorporate the changes made to the western portion of the preliminary plat, and specifically, the rearrangement of lots around the "Exception" parcel. *Comments: The revised lot configuration has been included in the updated preliminary plans, this condition is not applicable to the 3rd Addition.*
- 15) The applicant shall enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the final plat. *Comments: The applicant has indicated that there will be a homeowner's association created for this development; the declarations and HOA documents have been created and recorded with the first addition final plat. A maintenance agreement and evidence that the HOA has been established should be retained as a condition of approval for the final plat. A separate agreement between the City and developer concerning these areas was created for the first and second additions, this agreement should also be used for the 3rd Addition.*
- 16) The developer shall be required to pay a fee in lieu of park land dedication equivalent to the fair market value for the amount of land that is required to be dedicated for such purposes in the City's Subdivision Ordinance less the amount of land that is accepted for park purposes by the City. Any cash payment in lieu of land dedication shall be paid by the applicant prior to the release of the final plat for recording. *Comments: The developer paid a cash payment in lieu of land dedication in the amount of \$209,429 as part of the developer's agreement for the first addition. This amount covers all of the area included in the preliminary plat.*
- 17) Any land under which public trails are located will be accepted as park land provided the developer constructs said trails as part of the public improvements for the subdivision. *Comments: The dedication of land associated with was reviewed in accordance with the preceding condition.*
- 18) The applicant shall provide for an active recreation area (either public or private) within the multi-family portion of the subdivision. This area shall be sufficient for a small play structure or other similar improvement subject to review and approval by the Planning Director. *Comments: The revised preliminary plans include a small play area within the multi-family area. The play is included as part of the third addition plans, and Staff is recommending that these improvements be installed at the time the townhouses on Blocks 11 and 12 are constructed.*
- 19) No more than half of the residential units depicted on the preliminary plat (155) may be approved as part of a final plat until a second access is provided to the subdivision, either via a connection to Hudson Boulevard to the south, Inwood Avenue (CSAH 13) to the west, or back to Keats Avenue (CSAH 19) through the property to the north of Savona. *Comments: This condition was revised as noted in the summary of critical conditions. As amended, the developer will be able to obtain up to 155 building permits for the entire subdivision until a secondary access out of the development is provided.*
- 20) A future realignment of 5th Street along the western border of the plat may be considered by the City Council as part of the final plat submission for this are provided the realignment does not

result in any significant modifications to the preliminary plat. *Comments: the City has approved a lot line adjustment that will allowed for this realignment. The road right-of-way for 5th Street within Savona now aligns with the right-of-way within the adjacent Boulder Ponds development.*

- 21) The applicant must enter into a separate grading agreement with the City prior to the commencement of any grading activity in advance of final plat and plan approval. The City Engineer shall review any grading plan that is submitted in advance of a final plat, and said plan shall document extent of any proposed grading on the site. *Comments: The applicant did enter into this agreement and has been grading the site in accordance with the approved plans. The grading work for first and second addition has been completed and homes are under construction in each of the earlier subdivisions. The grading work for third addition has commenced in accordance with the approved plans.*
- 22) The preliminary grading, drainage and erosion control plan must be revised to address the comments from the City Engineer in his review letter dated July 9, 2013 regarding the size of specific ponds in relation to the drainage areas that are served by these ponds. *Comments: The revised grading, erosion control, and storm water management plans address these comments. The plan has been subject to further revisions based on comments from the Valley Branch Watershed District.*
- 23) The preliminary plans must be revised to incorporate all proposed improvements within the 5th Street right-of-way. All improvements as requested by the City shall be included in these plans and the design shall be consistent with City specifications and with the concept plan prepared for the City by Damon Farber and Associates. *Comments: The City Council recently approved a final set of design standards for 5th Street, and these standards must be included in the landscape plan for 5th Street for all portions of the project area, including the third addition.*
- 24) All required modifications to the plans as requested by the City Engineer in a review letter dated July 9, 2013 shall be incorporated into the plans prior to consideration of a final plat. Specific requirements include, but are not limited to, the following:
- a. The applicant must provide the city a letter of approval to perform the proposed work in the BP Pipeline easement. Work includes installation of storm sewer pipe, grading activities, and relocation of the High Pressure Gas line, if necessary.
 - b. The applicant must provide the city a letter of approval to perform the proposed work in the Electrical Transmission easement areas. Work includes installation of storm sewer pipe, grading activities, and storm water ponding.

Comments: Neither of these conditions are pertinent to the 2nd Addition.

- 25) The City will not accept an application for final plat approval until the 429 public improvement project for Section 34 has been ordered by the City Council. If the City Council does not order this project, the applicant must revise the preliminary plans to provide adequate utilities to serve the subdivision. Any such plan revisions will be subject to review and approval by the City Council. *Comments: The Section 34 public improvement project has been ordered by the City and the project is complete.*

- 26) The applicant shall secure any necessary permits for the multi-family area, including but not limited to a conditional use permit to allow for single family detached residences that do not have frontage on a public street, at the time a final plat is submitted for this area. *Comments: The City has previously approved a Conditional Use Permit for the townhouses.*
- 27) The applicant is encouraged to preserve or re-use as many trees as possible that are currently located on the former golf facility property and to incorporate these trees as part of the landscape plan for the Savona subdivision. *Comments: The applicant has stated their intent to preserve these trees if possible, however, based on observed site conditions, it does not appear that many of these trees will be salvageable due to the sandy soil conditions.*
- 28) The applicant shall work with the Planning Director to name all streets in the subdivision prior to submission of a final plat. *Comments: The applicant has agreed to the street names as proposed by Staff. The proposed names have been designed to comply with the County's uniform addressing system.*

Staff is recommending that the conditions noted above that pertain to the final plat and that have not yet been addressed by the applicant should be adopted with the final plat. The City Engineer's review letter does identify several issues that need to be addressed by the developer in order for the City to deem the final plans complete; however, nearly all of these concerns are related to the construction plans and should not have any bearing on the final plat. Staff is recommending that City Officials not sign the final plat mylars until the City's construction plan review is finalized and all necessary easements are documented on the final plat.

Other general comments from Staff concerning the proposed final plat include the following:

- **Townhouse Area.** The final plat includes the remainder of the planned townhouses within Savona that were not platted with the 2nd Addition. The townhouses have been designed to comply with the City's minimum requirements for lot area and common open space within such developments. The preliminary plat was approved with the private street concept, and the proposed layout will provide adequate access to each home while minimizing the amount of public infrastructure needed to serve each home.
- **Trails.** Both the 2nd and 3rd Addition subdivision included portions of the land on which the planned trail system within Savona will be located, but did not include all of the land that will be necessary to complete the trail system. Staff is recommending that all trails that have not been constructed with previous additions be completed as part of any subsequent plats.
- **Townhouse Area Retaining Wall.** The revised grading and storm water plan for Outlot J in the southeast portion of the townhouse area now depicts a 10-12 foot retaining wall that will separate the storm water pond from the back of the planned townhouses. This wall must be designed in accordance with engineering standards and will need to comply with any applicable building codes concerning setbacks and public safety measures. Although the retaining wall is not a preferred option for grading in this area, the developer is requesting the proposed wall in order to accommodate the expanded pond without substantial revisions to the layout of the townhouses.

Based on the above Staff report and analysis, Staff is recommending approval of the final plat with several conditions intended to address the outstanding issues noted above and to further clarify the City's expectations in order for the developer to proceed with the recording of the final plat.

The recommended conditions are as follows:

Recommended Conditions of Approval:

- 1) Final grading, drainage, and erosion control plans, utility plans, sanitary and storm water management plans, and street and utility construction plans shall be reviewed and approved by the City Engineer prior to the recording of the Final Plat. All changes and modifications to the plans requested by the City Engineer in review memo dated 8/20/15 shall be incorporated into these documents before they are approved.
- 2) Prior to the execution of the Final Plat by City officials, the Developer shall enter into a Developer's Agreement acceptable to the City Attorney and approved by the City Council that delineates who is responsible for the design, construction, and payment of the required improvements with financial guarantees therefore. These improvements shall include the play equipment located in the private park area north of Block 11.
- 3) All easements as requested by the City Engineer and Public Works Department shall be documented on the Final Plat prior to the execution of the final plat by City Officials.
- 4) A Common Interest Agreement concerning management of the common areas of Savona and establishing a homeowner's association shall be submitted in final form to the Community Development Director before a building permit may be issued for any structure within this subdivision. The applicant must create a separate agreement for the single-family attached lots. Said agreements shall comply with Minnesota Statutes 515B-103, and specifically the provisions concerning the transfer of control to the future property owners. The applicant shall also enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the final plat.
- 5) The final landscape plan shall be updated to address the review comments from the City's landscape architecture consultant and shall incorporate all design elements as specified in the City's 5th Street Standard Details and Design Book.
- 6) The developer shall provide signed easement documents to verify that the proposed grading activity on property presently owned by MFC Properties, Walter Ebertz, and DPS-Lake Elmo, LLC will be allowed.
- 7) All multi-purpose trails that are depicted on the approved preliminary development plans shall be constructed as part of any subsequent final plat within Savona.
- 8) The proposed retaining wall east of Block 13 must be designed by a professional engineer registered in the state of Minnesota and must comply with all applicable building codes and any other authorities with jurisdiction for the wall and proposed grading adjacent to the wall.
- 9) The final plat must be updated to document the recorded access and roadway easement over the future extension of 5th Street adjacent to the Savona subdivision.

- 10) The developer is encouraged to incorporate elements from the Lake Elmo Theming Study into the final design of the community mailboxes within InWood.

DRAFT FINDINGS

Staff is recommending that the Planning Commission consider the following findings with regards to the proposed Savona 2nd Addition Final Plat:

- That the proposed Final Plat for Savona 3rd Addition consists of the creation of 21 single-family detached and 99 single-family attached residential structures.
- That the Final Plat is consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on August 8, 2013 and revised on November 25, 2013.
- That the Final Plat is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- That the Final Plat complies with the City's Urban Low Density Residential and Medium Density Residential zoning districts.
- That the Final Plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control and other ordinances, except as noted in this report or attachments thereof.
- That the Final Plat complies with the City's subdivision ordinance.
- That the Final Plat is consistent with the City's engineering standards with the plan revisions as requested by the City Engineer.
- That the Permanent Public Street Easement Agreement as filed and recorded with Washington County sufficiently addresses previous conditions of approval for Savona that required the platting of 5th Street to coincide with future project phases.

RECOMMENDATION:

Staff recommends that the Planning Commission recommend approval of the Final Plat for Savona 3rd Addition with the 10 conditions of approval as listed in the Staff report. Suggested motion:

“Move to recommend approval of the Savona 3rd Addition Final Plat with the 10 conditions of approval as drafted by Staff”

ATTACHMENTS:

1. Application Forms
2. City Engineer Review Letter
3. Valley Branch Watershed District Review
4. Permanent Public Street Easement Agreement
5. Savona 3rd Addition Final Plat

- 6. Construction Plans: Grading, Drainage, and Erosion Control
- 7. Construction Plans: Sanitary Sewer, Water Main, Storm Sewer and Streets
- 8. Savona 3rd Addition Landscape Plans

ORDER OF BUSINESS:

- Introduction Planning Staff
- Report by Staff Planning Staff
- Questions from the Commission Chair & Commission Members
- Public Comments Chair
- Discussion by the Commission Chair & Commission Members
- Action by the Commission Chair & Commission Members

Date Received: _____
Received By: _____
LU File #: _____



651-747-3900
3800 Laverne Avenue North
Lake Elmo, MN 55042

FINAL PLAT APPLICATION

Applicant: PAUL TABONE - LENNAR CORPORATION
Address: 16305 36th AVE N, STE 600, PLYMOUTH, MN 55446
Phone #: 952-249-3086
Email Address: PAUL.TABONE@LENNAR.COM

Fee Owner: U.S. HOME CORPORATION DBA LENNAR
Address: _____
Phone #: _____
Email Address: _____

Property Location (Address and Complete (long) Legal Description): SAVONIA -
TOWNHOME PORTION IN 3rd ADDITION (REFER TO PLAT)

General information of proposed subdivision: SUBSEQUENT PHASE OF
SAVONIA - FINAL PLAT.

WE ALSO REQUEST EASEMENT VACATION ALONG
SOUTH SIDE OF TOWNHOME DRIVE

In signing this application, I hereby acknowledge that I have read and fully understand the applicable provisions of the Zoning Ordinance and current administrative procedures. I further acknowledge the fee explanation as outlined in the application procedures and hereby agree to pay all statements received from the City pertaining to additional application expense.

Signature of applicant: Paul J. Tabone Date: 5/12/2015

Fee Owner Signature: [Signature] Date: 5/12/2015



Lake Elmo City Hall
651-747-3900
3800 Laverne Avenue North
Lake Elmo, MN 55042

AFFIRMATION OF SUFFICIENT INTEREST

I hereby affirm that I am the fee title owner of the below described property or that I have written authorization from the owner to pursue the described action.

Name of applicant PAUL TARONE - LEKNAK
(Please Print)

Street address/legal description of subject property SAUKKA - 3rd ADDITION


Signature

5/12/2015
Date

If you are not the fee owner, attach another copy of this form which has been completed by the fee owner or a copy of your authorization to pursue this action.

If a corporation is fee title holder, attach a copy of the resolution of the Board of Directors authorizing this action.

If a joint venture or partnership is the fee owner, attach a copy of agreement authorizing this action on behalf of the joint venture or partnership.



Lake Elmo City Hall
651-747-3900
3800 Laverne Avenue North
Lake Elmo, MN 55042

ACKNOWLEDGEMENT OF RESPONSIBILITY

This is to certify that I am making application for the described action by the City and that I am responsible for complying with all City requirements with regard to this request. This application should be processed in my name and I am the party whom the City should contact regarding any matter pertaining to this application.

I have read and understand the instructions supplied for processing this application. The documents and/or information I have submitted are true and correct to the best of my knowledge. I will keep myself informed of the deadlines for submission of material and of the progress of this application.

I understand that this application may be reviewed by City staff and consultants. I further understand that additional information, including, but not limited to, traffic analysis and expert testimony may be required for review of this application. I agree to pay to the City upon demand, expenses, determined by the City, that the City incurs in reviewing this application and shall provide an escrow deposit to the City in an amount to be determined by the City. Said expenses shall include, but are not limited to, staff time, engineering, legal expenses and other consultant expenses.

I agree to allow access by City personnel to the property for purposes of review of my application.

Signature of applicant Paul J. Tabone Date 5/15/2015

Name of applicant PAUL TABONE - LEGAL Phone 952-249-3086
(Please Print)

Name and address of Contact (if other than applicant) _____

MEMORANDUM

FOCUS ENGINEERING, inc.

Cara Geheren, P.E. 651.300.4261
Jack Griffin, P.E. 651.300.4264
Ryan Stempski, P.E. 651.300.4267
Chad Isakson, P.E. 651.300.4283

Date: August 20, 2015

To: Kyle Klatt, Planning Director Re: Savona 3rd Addition – Final Plat Review
Cc: Ryan Stempski, P.E., Assistant City Engineer
From: Jack Griffin, P.E., City Engineer

The submittal for this review included the following items:

- Savona 3rd Addition Final Plat, Sheets 1-5, not dated.
- Construction Plans for Sanitary Sewer, Water Main, Storm Sewer and Streets prepared by Westwood Professional Services, Inc. dated 08.12.2015.
- Construction Plans for Grading and Erosion and Sedimentation Control, dated 08.06.2015.
- Landscape Plans, dated 07.20.2015. Not reviewed.

STATUS/FINDINGS: An engineering review has been completed for the Savona 3rd Addition Final Plat and Construction Plans. Please see the following comments relating to the Final Plat application.

FINAL PLAT – SAVONA 3RD ADDITION

- Off-site grading easements are required from MFC Properties, Ebertz, and DPS-Lake Elmo LLC. Signed easement documents for all off-site easements and right-of-way necessary for the project must be submitted to the City to verify that the project can be constructed as proposed. Signed easement documents must be provided before the construction plans can be approved and the start of any construction work.
- The Final Plat is not complete as submitted. Final Plat approval must be contingent upon an updated Final Plat to include the permanent street easement for 5th Street North.
- The Final Grading Plans are not complete as submitted. Final grading plans must be updated to show final grades for the project including any off-site grading on adjacent properties necessary to complete the project. Off-site grading easements must be shown on the grading, site and utility plans.
- The Street and Utility Construction Plans must be updated to show the construction of 6th Street to the 3rd Addition plat boundary along Lot 1, Block 1.
- The proposed temporary turnaround location for 6th Street Lane must be extended beyond the Savona 3rd Addition boundary to accommodate final site conditions for Lots 1 and 8, Block 2. The temporary turnaround detail must be changed from City Standard Detail No. 807A to No. 807B. A temporary access and utility easement must be provided to the City accordingly.
- Sheet No. 15 – A minimum 15 foot easement is required around all sides of CB-253 and along each side of the storm sewer run from CB-253 to CBMH-252.
- The temporary utility easement for the trunk watermain along the west side of Lot 1, Block 2 must be expanded to a minimum of 15 feet from the pipe centerline.

FINAL CONSTRUCTION PLANS & SPECIFICATIONS

- No construction, except for on-site grading operations may occur until the applicant has received City Engineer approval for the Final Construction Plans for Grading, Drainage and Erosion Control and Final Construction Plans for Street and Utilities; the applicant has obtained and submitted to the City all applicable permits needed for the project; and a preconstruction meeting has been held by the City's engineering department.
- The Final Plat shall not be recorded until final construction plan approval is granted.
- Final Construction Plans and Specifications must be prepared in accordance with the City Engineering Design Standards Manual using City details and specifications and meeting City Engineering Design Guidelines.
- Final Construction Plans for Grading, Drainage and Erosion Control and Final Construction Plans for Street and Utilities must be revised to show the permanent street easement for 5th Street North.
- The Specifications must include the following statement as the first clause of the supplementary provisions, *"The City Standard Specifications for Public Infrastructure, dated February 2015, shall apply to the work performed under this contract. Any supplemental specifications are intended to supplement the City Standard Specifications, however they do NOT supersede the City Standard Specifications, Details, Design Standards, or ordinances unless specific written approval has been provided by the City."*

The following comments have been provided to direct plan corrections necessary for final construction plan approval. When submitting revised plans, please provide a point by point response letter that details the changes made to the plans.

STORM SEWER:

- Sheet 9 – CB-247 must be revised to allow the draitile invert to be above the top of effluent pipe.
- Sheet No. 9 – Remove "CB-250" text on Lot 3, Block 2.
- Sheet No. 10 – CB-405, CB-408, CBMH-94, CBMH-411A, CBMH-411 and CBMH-412 must be revised to allow the draitile invert to be above the top of effluent pipe.
- Sheet No. 10 – Add draitile at the low point on the southeast corner of the 5th Street Lane and 5th Street intersection.
- Sheet No. 15 – Storm sewer along Profile D must be a minimum of 15 feet from the backside of the proposed retaining wall and must be a minimum 15 inches in diameter.
- An updated Rational Storm Sewer Design Tabulation must be provided to include all storm sewer structures in Savona 3rd Addition.

STREETS:

- Sheet No. 10 – Revise the Typical Section for 5th Street Lane (with Landscaped Median) to have an asphalt grade B and Traffic Level 2 (consistent with the remaining 5th Street Lane bituminous mix design).
- Sheet No. 11 – Private Drive 14 and 15 cannot have a breakover (rollover) angle in excess of 5%. This means the maximum difference between the slope of 5th Street Lane and the slope of the private drive cannot exceed 5%.
- Sheet 19 – Type III Barricades should remain on 5th Street at Junco Road.
- Sheet 19 – A paved turnaround must be accommodated at STA 29+70 on 5th Street.
- Sheet 20 – Signage for the left turn land must be added to the plan.

LANDSCAPE PLAN AND OTHER AMENTIES:

- Sheet No. 2 – Revise Street Lighting Plan Note require a nominal 30-foot pole with Evans-Style lamp type.
- The Landscape Plan must updated to include landscaping for 5th Street North per the 5th Street Collector Street Standards and Guidelines, dated August 2015.
- This review does not cover the Landscape Plan. Plan review to be completed by other City representatives.

(reserved for recording information)

DEVELOPMENT CONTRACT

(Public sewer and water)

Savona 3rd Addition

AGREEMENT dated _____, 2015, by and between the **CITY OF LAKE ELMO** a Minnesota municipal corporation ("City"), and U.S. Home Corporation, d/b/a Lennar (the "Developer").

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve the plat for Savona 3rd Addition (referred to in this Contract as the "plat"). The land is situated in the County of Washington, State of Minnesota, and legally described in Exhibit "A".

2. CONDITIONS OF PLAT APPROVAL. The City hereby approves the plat on condition that the Developer enter into this Contract, furnish the security required by it, and record the plat with the County Recorder or Registrar of Titles within (180) days after the City Council approves the final plat.

3. RIGHT TO PROCEED. Unless separate written approval has been given by the City, within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this agreement has been fully executed by both

parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the plat and required homeowner's association documents have been recorded with the Washington County Recorder's Office, and 4) the City's Community Development Director has issued a letter that all conditions have been satisfied, a preconstruction conference has been held, and that the Developer may proceed.

4. PHASED DEVELOPMENT. This plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Contract and the breach has not been remedied. Development of subsequent phases may not proceed until Development Contracts for such phases are approved by the City. Park charges and area charges for sewer and water referred to in this Contract are not being imposed on outlots, if any, in the plat that are designated in an approved preliminary plat for future subdivision into lots and blocks. Such charges will be calculated and imposed when the outlots are final platted into lots and blocks unless previously paid as part of an earlier development phase.

5. PRELIMINARY PLAT STATUS. The plat is a phase of a multi-phased preliminary plat, the preliminary plat approval for all phases not final platted shall lapse and be void unless final platted into lots and blocks, not outlots, within five (5) years after preliminary plat approval.

6. CHANGES IN OFFICIAL CONTROLS. For two (2) years from the date of this Contract, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the residential use, development density, lot size, lot layout or dedications of the approved final plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Contract to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Contract.

7. DEVELOPMENT PLANS. The plat shall be developed in accordance with the following plans and at the Developer's sole expense. The plans shall not be attached to this Contract. If the plans vary from the written terms of this Contract, the written terms shall control. The plans are:

Plan A – Final Plat

Plan B – Final Grading, Drainage, and Erosion Control Plans

Plan C – Final Sanitary Sewer, Water Main, Storm Sewer, and Street Plans

Plan D – Final Landscape Plan

8. IMPROVEMENTS. The Developer shall install and pay for the following:

- A. Streets
- B. Sanitary Sewer
- C. Watermain
- D. Surface Water Facilities (pipe, ponds, rain gardens, etc.)
- E. Grading and Erosion Control
- F. Sidewalks/Trails
- G. Street Lighting
- H. Underground Utilities
- I. Street Signs and Traffic Control Signs
- J. Landscaping and Street Trees
- K. Tree Preservation and Reforestation
- L. Wetland Mitigation and Buffers
- M. Monuments Required by Minnesota Statutes

The improvements shall be installed in accordance with the City subdivision ordinance and the City's Engineering Design and Construction Standards Manual and pursuant to the direction of the City Engineer. The Developer shall submit plans and specifications which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer

and the Developer's contractor. The Developer or his engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City Hall with all parties concerned, including the City staff, to review the program for the construction work.

All labor and work shall be done and performed in the best and most workmanlike manner and in strict conformance with the approved plans and specifications. No deviations from the approved plans and specifications will be permitted unless approved in writing by the City Engineer. The Developer agrees to furnish to the City a list of contractors being considered for retention by the Developer for the performance of the work required by the Contract. The Developer shall not do any work or furnish any materials not covered by the plans and specifications and special conditions of this Contract, for which reimbursement is expected from the City, unless such work is first ordered in writing by the City Engineer as provided in the specifications.

9. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION

OBSERVATION. Prior to the commencement of any construction activity authorized under this agreement, the Developer shall submit an escrow for City Engineering Administration and Construction Observation in an amount provided under paragraph 36. Summary of Cash Requirements. Thereafter, the Developer shall reimburse the City each month, within 30 days of receiving an invoice, for all engineering administration and construction observation performed during the construction of the plat. After 30 days of the invoice, the City may draw upon the escrow and stop the work on site until said escrow has been replenished in its full amount. City engineering administration will include monitoring of construction progress and construction observation, consultation with Developer and his engineer on status or problems regarding the project, coordination for testing, final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Construction observation may be performed by the City's in-house staff or consulting engineer. Construction observation shall include, at the discretion of the city, part or full time inspection of proposed public utilities and street construction. Services will be billed on an hourly basis.

The direction and review provided through the inspection of the improvements should not be considered a substitute for the Developer required management of the development. Developer will cause the contractor(s) to furnish the City with a schedule of proposed operations at least five (5) days prior to the commencement of construction of each type of Improvement. City shall inspect all Developer Installed Improvements during and after construction for compliance with approved plans and specifications. Developer will notify the City Engineer at such times during construction as the City Engineer requires for inspection purposes. Such inspection is pursuant to the City's governmental authority, and no agency or joint venture relationship between the City and Developer is thereby created.

10. CONTRACTORS/SUBCONTRACTORS. City Council members, City employees, and City Planning Commission members, and corporations, partnerships, and other entities in which such individuals have greater than a 25% ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the public improvements identified in Paragraph 8 above.

11. PERMITS. The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, including but not limited to:

- A. Right-of-Way Excavations and Obstructions:
 - City of Lake Elmo, Right-of-Way Utility Installation(s)
 - City of Lake Elmo, Right-of-Way Obstruction(s)
 - Washington County, Utility Installations(s)
 - Washington County, Street or Driveway Access(s)
 - Minnesota Department of Transportation, Utility Installation
 - Minnesota Department of Transportation, Right-of-Way Permit
- B. Watermain Extensions:
 - Minnesota Department of Health
- C. Sanitary Sewer Extensions:
 - Minnesota Pollution Control Agency
 - Metropolitan Council Environmental Services
- D. Stormwater Management:
 - Valley Branch, Brown's Creek or South Washington Watershed District Permit
- E. Erosion, Sedimentation Control:
 - Minnesota Pollution Control Agency, General NPDES Stormwater Permit
 - SWPPP (Stormwater Pollution Prevention Plan)

- F. Wetland Mitigation:
 - Board of Water and Soil Resources, WCA

- G. Construction Dewatering:
 - Minnesota Department of Natural Resources

12. TIME OF PERFORMANCE. The Developer shall install all required public improvements by October 31, 2016, with the exception of the final wear course of asphalt on streets. The Developer shall have the option of installing the wearing course of streets within one (1) year following initial commencement of work on the required basic improvements or installing it after the first course has weathered a winter season, consistent with warranty requirements, however final acceptance of the improvements will not be granted until all work is completed including the final wear course. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and amending this agreement to reflect the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

13. LICENSE. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the plat to perform all work and inspections deemed appropriate by the City in conjunction with plat development.

14. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, public utility construction, and street construction is restricted to access the subdivision via 5th Street. No construction traffic is permitted on other adjacent local streets.

15. CONSTRUCTION SEQUENCE AND COMPLIANCE. The City will require the developer to construct the improvements in a sequence which will allow progress and compliance points to be measured and evaluated. The Developer and/or their representatives are required to supervise and coordinate all construction activities for all improvements and must notify the City in writing stating

when the work is ready for the inspection at each of the measurable points defined in the following paragraphs 16, 17, and 18. For the purpose of this paragraph, Electronic message (email) shall be deemed an acceptable method of notification provided it is captioned "Notice pursuant to Development Agreement".

16. EROSION CONTROL. Prior to initiating site grading, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. Erosion control practices must comply with the approved plans and specifications for the plat, with all watershed district permits and with Minnesota Pollution Control Agency's Best Management Practices. The City may impose additional erosion control requirements as deemed necessary. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days, the City may draw down the security to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

If building permits are issued prior to the acceptance of public improvements, the developer assumes all responsibility for erosion control compliance throughout the plat and the City may take such action as allowed by this agreement against the Developer for any noncompliant issue as stated above. Erosion control plans for individual lots will be required in accordance with the City's building permit requirements, or as required by the City or City Engineer.

17. GRADING PLAN. The plat shall be graded in accordance with the approved grading drainage and erosion control plan, Plan "B". The plan shall conform to Engineering Design and Construction Standards Manual. All grading shall be completed within the Subdivision prior to the preparation and submittal of the as-constructed grading plan.

Within thirty (30) days after completion of the grading, the Developer shall provide the City with a "record" grading plan certified by a registered land surveyor or engineer that all trails, ponds, swales, and ditches have been constructed on public easements or land owned by the City. The "record" plan shall contain site grades and field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, emergency overflows, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles; c) lot corner elevations and house pads; and d) top and bottom of retaining walls. The City will not issue any building permits until the approved certified record grading plan is on file with the City.

18. STREET AND UTILITY IMPROVEMENTS. All storm sewers, sanitary sewers, watermain, and streets shall be installed in accordance with the approved Plans and Specifications for Public Improvements, Plan "D". The plan shall conform to the City's Engineering Design and Construction Standards Manual. Curb and gutter and the first lift of the bituminous streets, sidewalks, the boulevards graded, street signs installed, and all restoration work on the site shall be completed in accordance with the approved plans. Once the work is completed, the developer or its representative shall submit a written request to the City asking for an inspection of the initial improvements. The City will then schedule a walk-through to create a punch list of outstanding items to be completed. Upon receipt of the written punch list provided by the City, the punch list items must be completed by the Developer and the City notified to re-inspect the improvements. The final bituminous wear course may be installed in accordance with paragraph 12. above.

19. STREET MAINTENANCE DURING CONSTRUCTION. The Developer shall be responsible for all street maintenance until the streets are accepted by the City in writing. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and to direct attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage to insure that the streets are passable to traffic and emergency vehicles. The Developer shall be responsible for keeping streets

within and without the subdivision clean of dirt and debris that may spill, track, or wash onto the street from Developer's operation. The Developer may request, in writing, that the City keep the streets open during the winter months by plowing snow from the streets prior to final acceptance of said streets. The City shall not be responsible for repairing the streets because of snow plowing operations. Providing snow plowing service does not constitute final acceptance of the streets by the City. The Developer shall contract for street cleaning within and immediately adjacent to the development. At a minimum, scraping and sweeping shall take place on a weekly basis. A copy of this contract shall be approved by the City before grading is started. The contract shall provide that the City may direct the contractor to clean the streets and the contractor will bill the Developer.

20. OWNERSHIP OF IMPROVEMENTS. Upon completion of the work and construction required by this Contract, the improvements lying within public easements shall become City property. Prior to acceptance of the improvements by the City, the Developer must furnish the City with a complete set of reproducible "record" plans, an electronic file of the "record" plans in accordance with the City's Engineering Design and Construction Standards Manual together with the following affidavits:

- Developer/Developer Engineer's Certificate
- Land Surveyor's Certificate

certifying that all construction has been completed in accordance with the terms of this Contract. All necessary forms will be furnished by the City. Upon receipt of "record plans" and affidavits, and upon review and verification by the City Engineer, the City Engineer will accept the completed public improvements.

21. PARK DEDICATION. The Developer has previously submitted a payment for park dedication requirements for all the areas to be platted within the Savona Preliminary Plat and paid said fee as part of the Savona Development Contract. No additional fees in lieu of land dedication are required for the plat.

22. SANITARY SEWER AND WATER UTILITY AVAILABILITY CHARGES (SAC AND WAC). The Developer shall be responsible for the payment of all sewer availability charges (SAC)

and all water availability charges (WAC) with respect to the Improvements required by the City and any state or metropolitan government agency.

The sewer availability charge (SAC) in the amount of \$3,000.00 per REU shall be paid by the Developer prior to the City recording the final plat. The total amount to be paid by the Developer is \$360,000 (120 single family lots).

The water availability charge (WAC) in the amount of \$3,000.00 per REU shall be paid by the Developer prior to the City recording the final plat. The total amount to be paid by the Developer is \$360,000 (120 single family lots).

In addition, a sewer connection charge in the current amount of \$1,000.00 per REU, a Met Council sewer availability charge in the current amount of \$2,435.00 per REU, and a water connection charge in the current amount of \$1,000.00 per REU will be collected by the City at the time the building permit is issued for each lot. These amounts are charged at the time of building permit in accordance with the latest City fee schedule.

23. TRAFFIC CONTROL SIGNS. Traffic control signs shall be included as part of the public street improvements, and the installation costs shall be included in the street construction calculations.

24. STREET LIGHTS. The Developer is responsible for the installation of street lights consistent with a street lighting plan approved by the City. The Developer shall coordinate the installation of street lights with Xcel Energy in conjunction with the other improvements, and agrees to pay Xcel Energy for all upfront costs associated with the street lighting system, including underground cables, posts, lamps, ballasts, starters, photocells, and glassware. All street lights will be leased by the City upon final acceptance of the system. The Developer shall also pay \$987 in payment for the first year operating costs for street lights.

25. WETLAND MITIGATION. The Developer shall complete wetland mitigation/restoration in accordance with the approved Plans and Specifications and in accordance with any applicable Watershed or agency Permits. If the mitigation work is found to be incomplete or restoration is unsuccessful the City may draw down the security at any time during the warranty period if the Developer fails to take corrective measures to be used by the City to perform the work.

26. BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.

A. Public sewer and water, curbing, and one lift of asphalt shall be installed on all public and private streets prior to issuance of any building permits, except two model homes on lots acceptable to the Community Development Director.

B. Prior to issuance of building permits, wetland buffer monuments shall be placed in accordance with the City's zoning ordinance. The monument design shall be approved by the Community Development Department.

C. Written certification of the as-constructed grading must be on file at the City for the block where the building is to be located.

D. Breach of the terms of this Contract by the Developer, including nonpayment of billings from the City, shall be grounds for denial of building permits and/or withholding of other permits, inspection or actions, including lots sold to third parties, and the halting of all work in the plat.

E. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, their contractors, subcontractors, materialmen, employees, agents, or third parties.

F. No sewer and water connection permits may be issued until the streets needed for access have been paved with a bituminous surface and the utilities are tested and approved by the City Engineer.

G. The City will not issue a certificate of occupancy for any building constructed on any lot or parcel in the Plat, including any model homes authorized under this agreement, until Public

sewer and water, curbing, and one lift of asphalt is installed on all public and private streets; all utilities are tested and approved by the City Engineer; and the as-constructed grading must be on file at the City for the block where the building is to be located.

27. RESPONSIBILITY FOR COSTS.

A. In the event that the City receives claims from labor, materialmen, or others that work required by this Contract has been performed, the sums due them have not been paid, and the laborers, materialmen, or others are seeking payment from the City, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the letters of credit in an amount up to 125 percent of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the letters of credit deposited with the District Court, except that the Court shall retain jurisdiction to determine payment of attorneys' fees pursuant to this Contract.

B. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat. All amounts incurred and due at the time, must be fully paid prior to execution and release of the final plat for recording.

C. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

D. The Developer shall reimburse the City for costs incurred in the enforcement of this Contract, including reasonable engineering and attorneys' fees.

E. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Contract. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

F. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. Bills not paid within thirty (30) days shall be assessed a late fee per the City of Lake Elmo adopted Fee Schedule. Upon request, the City will provide copies of detailed invoices of the work performed.

28. **CITY PAYMENTS.** In the event City payments are required by Section 28.A below, within thirty (30) days of the City's final acceptance of the Improvements, pursuant to Section 20 of the Contract, but only if the Developer is not in default to this Contract, the City shall pay to the Developer the sums set forth in the attachment to this Contract as Exhibit B. The ~~actual~~ amount of the reimbursement shall be as defined below once the City verifies the improvements have been constructed per Plan-based-on-actual-construction costs which will be verified by the Developer to the City in the Plans submitted to the City as required in Section 19. This payment by the City shall be the City's only responsibility with regard to construction of the Improvements and in no case shall act as a waiver of any other right of the City under this Contract or under applicable laws, ordinances or rules.

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A. City payments pursuant to Trunk Watermain oversize costs from 8-inch to 12-inch watermain for this Contract shall be: \$ 12,045

29. **SPECIAL PROVISIONS.** The following special provisions shall apply to the

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Plat:

A. Implementation of the recommendations listed in the August 20, 2015 Engineering memorandum.

B. Upon execution of the final plat, the Developer shall convey Outlots A, B and C to the City by warranty deed, free and clear of any and all encumbrances.

C. The Developer shall install a temporary turnaround on any streets that will be

extended into adjacent developments in the future as directed by the City Engineer.

D. The Developer shall enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the final plat.

E. A building permit may not be granted for more than half of the residential units depicted on the Savona preliminary plat (155) until a second access is provided to the subdivision, either via a connection to Hudson Boulevard to the south, Inwood Avenue (CSAH 13) to the west, or back to Keats Avenue (CSAH 19) through the property north of Savona.

~~F. The developer shall provide signed easement documents to verify that the proposed grading activity on property presently owned by MFC Properties, Walter Ebertrz, and DPS Lake Elmo, LLC will be allowed.~~

30. MISCELLANEOUS.

A. The Developer may not assign this Contract without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

B. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the City Engineer evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans or by special conditions referred to in this Contract shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.

C. Appropriate legal documents regarding Homeowner Association documents, covenants and restrictions relating to the plat approval and outlots and conveyances, as approved by the City Attorney, shall be filed with the final plat. No third- party beneficiary status is hereby conferred. All outlots and common areas, including Outlots D, E, F, G, H, I, J, K, L, M, and N shall be maintained in

good order and repair by a homeowner's association, and, if it does not do so, then the City may perform the work and assess the costs against the individual lots within the plat of Savona 2nd Addition and without regard to the formalities or requirements of Minn. Stat. § 429.

D. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$500,000 for one person and \$1,000,000 for each occurrence; limits for property damage shall be not less than \$200,000 for each occurrence; or a combination single limit policy of \$1,000,000 or more. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given thirty (30) days advance written notice of the cancellation of the insurance.

E. Third parties shall have no recourse against the City under this Contract.

F. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.

G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.

H. This Contract shall run with the land and may be recorded against the title to the property. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to the property being final platted and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

I. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

J. The Developer represents to the City that the plat complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

31. EVENTS OF DEFAULT. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

A. Subject to unavoidable delays, failure by Developers to commence and complete construction of the Public Improvements pursuant to the terms, conditions and limitations of this Agreement.

B. Failure by Developers to substantially observe or perform any material covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement.

32. REMEDIES ON DEFAULT. Whenever any Event of Default occurs, the City, subject to any rights of third parties agreed to by the City pursuant to this Agreement, or otherwise by written, executed instrument of the City, may take any one or more of the following:

A. The City may suspend its performance under the Agreement until it receives assurances from Developers, deemed adequate by the City, that Developers will cure their default and continue their performance under the Agreement. Suspension of performance includes the right of the City to withhold permits including, but not limited to, building permits.

B. The City may initiate such action, including legal or administrative action, as is

necessary for the City to secure performance of any provision of this agreement or recover any amounts due under this Agreement from Developers, or immediately draw on the Letter of Credit, as set forth in this Agreement. In the event of any uncorrected failure to maintain any common area or landscape areas, the City may undertake to do the work and assess the costs to the individual lots within the plat without regard to the formalities or requirements of Minn. Stat. § 429..

33. ENFORCEMENT BY CITY; DAMAGES. The Developers acknowledge the right of the City to enforce the terms of this Agreement against the Developers, by action for specific performance or damages, or both, or by any other legally authorized means. The Developers also acknowledge that their failure to perform any or all of their obligations under this Agreement may result in substantial damages to the City; that in the event of default by the Developers, the City may commence legal action to recover all damages, losses and expenses sustained by the City; and that such expenses may include, but are not limited to, the reasonable fees of legal counsel employed with respect to the enforcement of this Agreement.

34. WARRANTY. The Developer warrants all improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The Developer shall submit either a letter of credit or cash escrow for twenty-five percent (25%) of the amount of the original cost of the improvements.

A. The required warranty period for materials and workmanship for the utility contractor installing public sewer and water mains shall be two (2) years from the date of final written City acceptance of the work.

B. The required warranty period for all work relating to street construction, including concrete curb and gutter, sidewalks and trails, materials and equipment shall be subject to one (1) year from the date of final written acceptance, unless the wearing course is placed during the same construction season as the bituminous base course. In those instances, the Developer shall guarantee all work, including street construction, concrete curb and gutter, sidewalks and trails, material and equipment for a period of two (2) years from the date of final written City acceptance of the work.

C. The required warranty period for sod, trees, and landscaping is two growing seasons

following installation.

D. The required warranty for landscaping within storm water infiltration areas (Outlot C) shall be three (3) years following installation. The developer shall also enter into a maintenance agreement with the City for a period of three (3) years prior to acceptance of the landscaping for within these storm water infiltration areas. Said maintenance agreement shall include requirements for the proper care of native plantings and the elimination of weeds and invasive species.

35. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this agreement, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with an irrevocable letter of credit, in the form attached hereto, from a bank, cash escrow or a combination cash escrow and Letter of Credit ("security") for **\$3,238,764**. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:	COST	(125%)
1) Grading	Covered in separate grading agreement	
2) Sanitary Sewer	\$ 345,301	\$ 431,626
3) Watermain	\$ 503,113	\$ 628,891
4) Streets	\$ 1,168,007	\$ 1,460,008
5) Surface Water Facilities (pipe, ponds, rain gardens, etc.)	\$ 333,140	\$ 416,425
6) Erosion Control	\$133,732	\$167,165
7) Sidewalks/Trails	Included with streets	
8) Street Lighting	Xcel to Install, to be pre-paid directly by developer	
9) Street Signs and Traffic Control Signs	Included with streets	
10) Landscaping	\$95,218	\$119,023
11) Tree Preservation and Restoration	N/A	N/A
12) Wetland Mitigation and Buffers	Separate letter of credit through Watershed District	

13) Monuments	\$6,000	\$7,500
14) Miscellaneous Facilities	N/A	N/A
15) Developer's Record Drawings	\$6,500	\$8,125
Construction Sub-Total	\$ 2,591,011	
Total Project Securities (at 125% Construction Costs)		\$ 3,238,764

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City Administrator. The City may draw down the security for any violation of the terms of this Contract or if the security is allowed to lapse prior to the end of the required term. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down. If the security is drawn down, the proceeds shall be used to cure the default.

36. REDUCTION OF SECURITY. Upon written request by the Developer and upon receipt of proof satisfactory to the City Engineer that work has been completed and financial obligations to the City have been satisfied, with City Engineer approval the security may be reduced as follows:

A. Upon completion of grading operations, including temporary site restoration, Developer shall submit an as-built grading survey to the City. Upon inspection of the site and approval of the as-built survey by the City, 100%, or \$127,000 of the grading security (associated with the separate grading agreement for Savana 3rd Addition) shall be released.

B. Up to 75% of the remaining security provided in accordance with paragraph 33 may be released at the following stages of construction and project approvals by the City.

a. Construction Categories 2 and 3: The amount of \$795,387 may be released when all sanitary sewer and watermain utilities have been installed, all testing has been successfully completed, utility record drawings have been verified, and the utilities are considered ready for use by the City Engineer.

b. Construction Categories 4-7: The amount of \$1,532,699 may be released when all streets, sidewalks, trails, storm sewer, and storm water facilities have been installed and tested, and have been found to be complete to the satisfaction of the City Engineer including all corrective work for any identified punch list items, but not including the final wear course.

c. Construction Categories 8-15: The amount of \$ 100,986 may be released when all remaining Developer's obligations under this Agreement have been completed and the Public Improvements have been found to be complete to the satisfaction of the City including all corrective work for any identified punch list items, but not including the final wear course.

C. The final portion of the remaining security amounts in paragraph 33 above (25%) shall be retained as security until: (1) all improvements have been completed, including bituminous wear course, (2) iron monuments for lot corners have been installed, (3) all financial obligations to the City satisfied, (4) the required "record" plans have been received and approved by the City, (5) a warranty security is provided, and (6) the public improvements are accepted by the City.

36. **SUMMARY OF CASH REQUIREMENTS.** The following is a summary of the cash requirements under this Contract which must be furnished to the City at the time of final plat approval:

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Sewer Availability Charge (SAC)	\$360,000
Water Availability Charge (WAC)	\$360,000
Park Dedication	N/A
Street Light Operating Fee	\$987
City Base Map Upgrading	\$3,000
City Engineering Administration Escrow	\$50,000 (Based on two months of administration/observation)
Special Assessment Payoff (420 99 lots @ 2,561 and 21 lots @ \$ 3,464.55)	\$415,746 <u>326,294</u>
Total Cash Requirements	\$1,189,733

37. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 16305 36th Ave N, Suite 600. Plymouth, MN 55446. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lake Elmo City Hall, 3800 Laverne Avenue N. Lake Elmo, Minnesota 55042.

38. EVIDENCE OF TITLE. Developer shall furnish the City with evidence of its fee ownership of the property being platted by way of an attorney's title opinion or title insurance policy dated not earlier than thirty (30) days prior to the execution of the plat.

CITY OF LAKE ELMO

BY: _____, Mayor

AND _____, City Clerk

DEVELOPER:

BY: _____
Its

(SEAL)

STATE OF MINNESOTA)
 (ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2_____, by _____ and by _____, the Mayor and City Clerk of the City of Lake Elmo, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2_____, by _____ the _____ of _____.

NOTARY PUBLIC

DRAFTED BY:
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042
(651) 747-3901

**FEE OWNER CONSENT
TO
DEVELOPMENT CONTRACT**

_____, fee owners of all or part of the subject property, the development of which is governed by the foregoing Development Contract, affirm and consent to the provisions thereof and agree to be bound by the provisions as the same may apply to that portion of the subject property owned by them.

Dated this _____ day of _____, 2_____.

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2_____,
by _____.

NOTARY PUBLIC

DRAFTED BY:
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042
(651) 747-3901

**MORTGAGE CONSENT
TO
DEVELOPMENT CONTRACT**

_____, which holds a mortgage on the subject property, the development of which is governed by the foregoing Development Contract, agrees that the Development Contract shall remain in full force and effect even if it forecloses on its mortgage.

Dated this _____ day of _____, 2_____.

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2_____, by _____.

NOTARY PUBLIC

DRAFTED BY:
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042
(651) 747-3901

**EXHIBIT "A" TO
DEVELOPMENT CONTRACT**

Legal Description of Property Being Final Platted as Savona 3rd Addition

Outlots C, D and F, Savona 2nd Addition, according to the recorded plat thereof, Washington County, Minnesota

EXHIBIT "B"
TO
DEVELOPMENT CONTRACT
City Oversizing Payment Calculation

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of Lake Elmo

Dear Sir or Madam:

We hereby issue, for the account of _____ (Name of Developer) and in your favor, our Irrevocable Letter of Credit in the amount of \$_____, available to you by your draft drawn on sight on the undersigned bank at its offices in Minnesota.

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2_____, of (Name of Bank) _____";
- b) Be signed by the Mayor or City Administrator of the City of Lake Elmo.
- c) Be presented for payment at _____ (Address of Bank) _____, on or before 4:00 p.m. on November 30, 2_____.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Lake Elmo City Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: City Administrator, City Hall, 3800 Laverne Ave. N. Lake Elmo Minnesota 55042 and is actually received by the City Administrator at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 500.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

BY: _____

Its _____



MAYOR & COUNCIL COMMUNICATION

DATE: 09/15/2015
REGULAR AGENDA
ITEM #26

AGENDA ITEM: Plat Approval Process/Conditions of Approval

SUBMITTED BY: Councilmember Fliflet

THROUGH: Administration

REVIEWED BY: Councilmember Fliflet

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item Councilmember Fliflet
- Report/Presentation..... Councilmember Fliflet
- Questions from Council to Staff Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion Mayor & City Council
- Action on Motion Mayor Facilitates

POLICY RECOMMENDER: Councilmember Fliflet

FISCAL IMPACT: Unknown

SUMMARY AND ACTION REQUESTED:

Council is being asked to discuss the process under which plats are brought forward for approval. Several areas of concern have been identified including:

- Parks Commission concerns and recommendations not being brought forward with the Plat approval (this was brought up and identified as a problem at our joint council/parks commission meeting)
- Landscape architect concerns and recommendations not being brought forward with the Plat approval (this was brought forward as a concern by our landscape architect)
- The number of conditions accompanying plat approvals
- The follow up to ensure all conditions are met following plat approvals
- The follow up to ensure landscape plans and other items are in compliance with approved plats
- Developers granted permission for grading before tree preservation plans have been discussed and adopted
- Release/reallocation of special assessments/liens with the county without City Council approval



MAYOR & COUNCIL COMMUNICATION

DATE: 9/15/15
REGULAR
ITEM # 28

AGENDA ITEM: Water and Sewer Projected Fund Balances Discussion

SUBMITTED BY: Clark Schroeder Interim City Administrator

THROUGH: Cathy Bendel

REVIEWED BY: Cathy Bendel

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item City Administrator
- Report/Presentation.....City Administrator
- Questions from Council to Staff Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion Mayor & City Council
- Action on Motion..... Mayor Facilitates

POLICY RECOMMENDER: City Council

FISCAL IMPACT: None

SUMMARY AND ACTION REQUESTED:

A request was made by Mayor Pearson to have an updated “pro-forma” model run to be able to review the City Water and Sewer Fund components of the model (the model also generates projections for the General and Storm Water Funds). The model contains a number of key drivers including the development build out and timing, building type (Commercial or Residential), 5 year CIP items and related bonding and special assessments and timing, timing of repayments to developers for pipe over sizing, the specific operational assumptions etc.

The current balance of these funds is healthy due to prepayments of availability fees by the land owners on the Lake Elmo Avenue water line. However, the concern is whether the City will have any long term cash flow issues over the life of the debt repayment stream.

The water and sewer segments of the model are attached. The build outs included in the model are those contractually committed to by the City. Please note that the results are changing daily as new homes are built and phases of developments are released.

RECOMMENDATION:

It is the recommendation of Staff that the summary reports generated by the pro-forma model be part of the monthly financial reporting packet presented to the City Council each month.

ATTACHMENTS:

- Most recent summary sheet from the Water Fund pro-forma model run 9/4/15
- Most recent summary sheet form the Sewer Fund pro-forma model run 9/4/15

City of Lake Elmo Growth Projections
 Roll up of Residential and Commercial
 Revenue vs Debt Service Payments
 Water Fund
 2015-2020
 (7-10 year absorption rate)

9/4/2015

The information presented is intended solely for financial planning purposes

REVENUE IMPACT	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
Buildouts																
Residential	100	130	210	210	210	210	120	0	0	0	0	0	0	0	0	1231
Commercial	94	70	135	90	70	86	20	0	0	0	0	0	0	0	0	600
EXISTING - WATER FUND (8/25/15)																
Existing Water Fund Revenue (Non-usage)	1,295,000	1,273,000	1,911,000	1,374,000	1,348,000	1,142,000	698,000	2,208,000	618,000	613,000 #	598,000	598,000	598,000	598,000	598,000	15,470,000
Existing Water Fund Usage Revenue	763,050	763,050	763,050	763,050	763,050	763,050	763,050	763,050	763,050	763,050	763,050	763,050	763,050	763,050	763,050	11,445,750
Total Annual Existing Revenue	2,058,050	2,036,050	2,674,050	2,137,050	2,111,050	1,905,050	1,461,050	2,971,050	1,381,050	1,376,050	1,361,050	1,361,050	1,361,050	1,361,050	1,361,050	26,915,750
Existing Assessment Revenue	188,884	110,617	52,744	52,744	52,744	52,744	52,744	52,744	51,245	45,133	45,133	45,133	45,133	45,133	45,133	938,009
Total Existing Available Funding	2,246,934	2,146,667	2,726,794	2,189,794	2,163,794	1,957,794	1,513,794	3,023,794	1,432,295	1,421,183	1,406,183	1,406,183	1,406,183	1,406,183	1,406,183	27,853,759
Existing Operating Expenses	(377,879)	(389,219)	(400,892)	(412,919)	(425,306)	(438,066)	(451,208)	(451,208)	(451,208)	(451,208)	(451,208)	(451,208)	(451,208)	(451,208)	(451,208)	(6,505,153)
Existing Debt service (P+I) - Water Fund	(459,124)	(574,285)	(632,093)	(663,193)	(653,543)	(643,943)	(629,343)	(704,633)	(702,877)	(684,688)	(695,938)	(691,500)	(701,232)	(704,594)	(695,147)	(9,836,133)
Existing Net Cash Flow - Water Fund	1,409,931	1,183,163	1,693,809	1,113,682	1,084,945	875,785	433,243	1,867,953	278,210	285,287	259,037	263,475	253,743	250,381	259,828	11,512,473
PROJECTED IMPACT WITH FULL DOWNTOWN PROJECT																
New Water Fund Revenue (Non-usage)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
New Water Fund Usage Revenue	77,100	278,100	461,100	789,600	1,050,600	1,281,600	1,536,600	1,698,600	1,770,600	1,782,600	1,851,600	1,911,600	1,971,600	2,031,600	2,091,600	20,584,500
Total Annual Water Fund Revenue	77,100	278,100	461,100	789,600	1,050,600	1,281,600	1,536,600	1,698,600	1,770,600	1,782,600	1,851,600	1,911,600	1,971,600	2,031,600	2,091,600	20,584,500
New annual assessment revenue	7,765	7,765	7,765	7,765	7,765	7,765	7,765	0	0	0	0	0	0	0	0	54,352
Total New Available Funding	84,865	285,865	468,865	797,365	1,058,365	1,289,365	1,544,365	1,698,600	1,770,600	1,782,600	1,851,600	1,911,600	1,971,600	2,031,600	2,091,600	20,638,852
New Operating Expenses	(66,651)	(133,307)	(133,307)	(133,307)	(391,475)	(391,475)	(391,475)	(391,475)	(391,475)	(391,475)	(391,475)	(391,475)	(391,475)	(391,475)	(391,475)	(4,772,797)
Oversizing watermains	(161,861)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(161,861)
New Debt Service (P+I) - Water Fund	0	0	(279,614)	(360,856)	(403,740)	(406,974)	(722,545)	(704,436)	(686,327)	(668,218)	(650,109)	(631,999)	(613,890)	(595,781)	(577,672)	(7,302,161)
New Cash Flow - Water Fund	(143,647)	152,558	55,944	303,202	263,150	490,916	430,345	602,689	692,798	722,907	810,016	888,126	966,235	1,044,344	1,122,453	8,402,034
Combined																
Combined Water Fund Revenue (Non-usage)	1,295,000	1,273,000	1,911,000	1,374,000	1,348,000	1,142,000	698,000	2,208,000	618,000	613,000	598,000	598,000	598,000	598,000	598,000	15,470,000
Combined Water Fund Usage Revenue	840,150	1,041,150	1,224,150	1,552,650	1,813,650	2,044,650	2,299,650	2,461,650	2,533,650	2,545,650	2,614,650	2,674,650	2,734,650	2,794,650	2,854,650	32,030,250
Combined Annual Certified Debt Service - Levied	2,135,150	2,314,150	3,135,150	2,926,650	3,161,650	3,186,650	2,997,650	4,669,650	3,151,650	3,158,650	3,212,650	3,272,650	3,332,650	3,392,650	3,452,650	47,500,250
Combined annual assessment revenue	196,649	118,381	60,509	60,509	60,509	60,509	60,509	52,744	51,245	45,133	45,133	45,133	45,133	45,133	45,133	992,362
Combined Available Funding	2,331,799	2,432,531	3,195,659	2,987,159	3,222,159	3,247,159	3,058,159	4,722,394	3,202,895	3,203,783	3,257,783	3,317,783	3,377,783	3,437,783	3,497,783	48,492,612
Combined Operating Expenses	(444,530)	(522,526)	(534,199)	(546,226)	(816,781)	(829,541)	(842,683)	(842,683)	(842,683)	(842,683)	(842,683)	(842,683)	(842,683)	(842,683)	(842,683)	(11,277,950)
Oversizing Watermains	(161,861)															(161,861)
Combined Debt Service (P+I) - Water Fund	(459,124)	(574,285)	(911,707)	(1,024,049)	(1,057,283)	(1,050,917)	(1,351,888)	(1,409,069)	(1,389,204)	(1,352,906)	(1,346,047)	(1,323,499)	(1,315,122)	(1,300,375)	(1,272,819)	(17,138,294)
Combined Cash Flow - Water Fund	1,266,284	1,335,720	1,749,753	1,416,884	1,348,095	1,366,701	863,588	2,470,642	971,008	1,008,194	1,069,053	1,151,601	1,219,978	1,294,725	1,382,281	19,914,507

P+I

P+I

1831

City of Lake Elmo Growth Projections
 Roll up of Residential and Commercial
 Revenue vs Debt Service Payments
 Sewer Fund
 2015-2020
 (7-10 year absorption rate)

9/4/2015

The information presented is intended solely for financial planning purposes

REVENUE IMPACT	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total	
Buildouts																	
Residential	100	130	210	210	210	210	120	120	120	115	100	100	100	100	100	2086	
Commercial	94	70	135	90	70	86	20	0	0	0	0	0	0	0	0	600	
EXISTING -SEWER FUND (8/25/15)																	
Existing Sewer Fund Revenue (Non-usage)	1,433,000	1,339,000	1,665,000	1,314,000	1,219,000	1,043,000	578,000	618,000	618,000	553,000	538,000	538,000	538,000	538,000	538,000	13,070,000	SACS
Existing Sewer Fund Usage Revenue	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,500,000	
Total Annual Existing Revenue	1,533,000	1,439,000	1,765,000	1,414,000	1,319,000	1,143,000	678,000	718,000	718,000	653,000	638,000	638,000	638,000	638,000	638,000	14,570,000	
Existing Assessment Revenue	520,313	428,688	89,844	89,844	89,844	89,844	89,844	89,844	89,844	89,844	89,844	89,844	89,844	89,844	89,844	2,116,968	P+I
Total Existing Available Funding	2,053,313	1,867,688	1,854,844	1,503,844	1,408,844	1,232,844	767,844	807,844	807,844	742,844	727,844	727,844	727,844	727,844	727,844	16,686,968	
Existing Operating Expenses	(122,488)	(122,488)	(126,163)	(129,948)	(133,846)	(137,861)	(141,997)	(146,257)	(150,645)	(155,164)	(159,819)	(164,614)	(169,552)	(174,639)	(179,878)	(2,215,358)	
Existing Debt service (P+I) - Sewer Fund	(326,390)	(372,347)	(372,703)	(373,010)	(368,217)	(371,199)	(366,277)	(366,277)	(366,277)	(366,277)	(366,277)	(366,277)	(366,277)	(366,277)	(366,277)	(5,480,359)	
Existing Net Cash Flow - Sewer Fund	1,604,435	1,372,853	1,355,978	1,000,886	906,781	723,783	259,569	295,309	290,922	221,402	201,747	196,953	192,015	186,928	181,689	8,991,251	
PROJECTED IMPACT WITH FULL DOWNTOWN PROJECT																	
New Sewer Fund Revenue (Non-usage)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
New Sewer Fund Usage Revenue	64,800	235,800	379,800	645,300	843,300	1,011,300	1,203,300	1,269,300	1,305,300	1,341,300	1,375,800	1,405,800	1,435,800	1,465,800	1,495,800	15,478,500	
Total Annual Sewer Fund Revenue	64,800	235,800	379,800	645,300	843,300	1,011,300	1,203,300	1,269,300	1,305,300	1,341,300	1,375,800	1,405,800	1,435,800	1,465,800	1,495,800	15,478,500	
New annual assessment revenue	210,990	210,990	210,990	210,990	210,990	210,990	210,990	210,990	210,990	210,990	210,990	210,990	210,990	210,990	210,990	3,164,850	P+I
Total New Available Funding	275,790	446,790	590,790	856,290	1,054,290	1,222,290	1,414,290	1,480,290	1,516,290	1,552,290	1,586,790	1,616,790	1,646,790	1,676,790	1,706,790	18,643,350	
New Operating Expenses	(61,244)	(63,081)	(64,974)	(66,923)	(68,931)	(70,999)	(73,129)	(75,322)	(77,582)	(79,910)	(82,307)	(84,776)	(87,319)	(89,939)	(92,637)	(1,139,072)	
New Debt Service (P+I) - Sewer Fund	0	(15,833)	(15,505)	(68,511)	(66,850)	(65,189)	(63,528)	(63,528)	(63,528)	(63,528)	(63,528)	(63,528)	(63,528)	(63,528)	(63,528)	(803,640)	
New Cash Flow - Sewer Fund	214,546	367,876	510,311	720,856	918,509	1,086,102	1,277,633	1,341,440	1,375,180	1,408,852	1,440,955	1,468,486	1,495,943	1,523,323	1,550,625	16,700,638	
Combined																	
Combined Sewer Fund Revenue (Non-usage)	1,433,000	1,339,000	1,665,000	1,314,000	1,219,000	1,043,000	578,000	618,000	618,000	553,000	538,000	538,000	538,000	538,000	538,000	13,070,000	
Combined Sewer Fund Usage Revenue	164,800	335,800	479,800	745,300	943,300	1,111,300	1,303,300	1,369,300	1,405,300	1,441,300	1,475,800	1,505,800	1,535,800	1,565,800	1,595,800	16,978,500	
Combined Annual Debt Service - Sewer	1,597,800	1,674,800	2,144,800	2,059,300	2,162,300	2,154,300	1,881,300	1,987,300	2,023,300	1,994,300	2,013,800	2,043,800	2,073,800	2,103,800	2,133,800	30,048,500	
Combined annual assessment revenue	731,303	639,678	300,834	300,834	300,834	300,834	300,834	300,834	300,834	300,834	300,834	300,834	300,834	300,834	300,834	5,281,818	
Combined Available Funding	2,329,103	2,314,478	2,445,634	2,360,134	2,463,134	2,455,134	2,182,134	2,288,134	2,324,134	2,295,134	2,314,634	2,344,634	2,374,634	2,404,634	2,434,634	35,330,318	
Combined Operating Expenses	(183,732)	(185,569)	(191,136)	(196,870)	(202,777)	(208,860)	(215,126)	(221,579)	(228,227)	(235,074)	(242,126)	(249,390)	(256,871)	(264,577)	(272,515)	(3,354,430)	
Combined Debt Service (P+I) - Sewer Fund	(326,390)	(388,180)	(388,208)	(441,521)	(435,067)	(436,388)	(429,805)	(429,805)	(429,805)	(429,805)	(429,805)	(429,805)	(429,805)	(429,805)	(429,805)	(6,283,999)	
Combined Cash Flow - Sewer Fund	1,818,981	1,740,729	1,866,289	1,721,742	1,825,290	1,809,886	1,537,203	1,636,749	1,666,102	1,630,255	1,642,703	1,665,439	1,687,957	1,710,251	1,732,314	25,691,889	