

**AGENDA
CITY OF LEXINGTON
REGULAR COUNCIL MEETING
SEPTEMBER 5, 2024 – 7:00 P.M.
9180 LEXINGTON AVENUE**

1. PLEDGE OF ALLEGIANCE

2. CALL TO ORDER: – Mayor Grote

- A. Roll Call - Council Members: DeVries, Murphy, Winge and Benson

3. CITIZENS FORUM

This is a portion of the Council meeting where individuals will be allowed to address the Council on subjects which are not a part of the meeting agenda. Persons wishing to speak may be required to complete a sign-up sheet and give it to a staff person at the meeting. The Council may take action or reply at the time of the statement or may give direction to staff for future action based on the concerns expressed.

4. APPROVAL OF AGENDA WITH CHANGES AND CORRECTIONS

5. STATE SENATOR KREUN TO ADDRESS COUNCIL

6. INFORMATIONAL REPORTS:

- A. Airport (Councilmember DeVries)
B. Cable Commission (Councilmember Winge) *Quarterly meetings*
C. City Administrator (Bill Petracek)

7. LETTERS AND COMMUNICATIONS:

- A. Centennial Lakes Police Department Media Reports 8-7 through 8-20, 2024 **pp. 1-7**
B. Council Workshop meeting synopsis **pp. 8-9**
C. Planning & Zoning meeting minutes **pp. 10-11**

Consent Agenda:

The Consent Agenda covers routine administrative matters. These items are not discussed, and are approved in their entirety pursuant to the recommendations on the staff reports. A Council Member or citizen may ask that an item be moved from the Consent Agenda to the end of section 7 of the agenda in order to be discussed and receive separate action.

8. CONSENT ITEMS:

- A. Recommendation to Approve Council Minutes:
Council Meeting – August 15, 2024 **pp. 12-14**

- B. Recommendation to Approve Claims and Bills: pp. 15-26
Check #'s 51918 through 51979
Check #'s 15359 through 15374
- C. Financial Reports pp. 27
 - Cash Balances pp. 28-29
 - Fund Summary – Budget to Actual

Action Items:

These items are intended primarily for Council discussion and action. It is up to the discretion of the Mayor as to what, if any, public comment will be heard on these items. Persons wishing to speak on discussion items must complete a sign-up sheet and give it to a staff person at the meeting.

9. ACTION ITEMS:

- A. Recommendation to approve Resolution NO. 24-15 A Resolution for Hearing on Proposed Assessment - Setting a Public Hearing Date of October 3, 2024 pp. 30
- B. Recommendation to approve Resolution NO. 24-16 A Resolution Certifying Proposed Tax Levy Requirements for 2025 to Anoka County for Collection pp. 31
- C. Recommendation to approve Memorial Park Bathroom Remodel – MSA Consultants Contract for Architectural Design pp. 32-57
- D. Recommendation to approve Centennial Lakes Police Department 2025 Budget pp. 58-64
- E. Recommendation to approve Constitution Week Proclamation pp. 65
- F. Recommendation to approve New Business License pp. 66-68
- G. Recommendation to approve Special Event Permits – Lexington Fall Fest – September 20 through September 21, 2024 pp. 69-84
- H. Lexington Block Party – Boulevard Bar & Grille – September 20 through September 22, 2024 pp. 85-101

10. MAYOR AND COUNCIL INPUT

11. ADJOURNMENT



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
24177006	Aug 7 2024	02:03	INFORMATION	38XX EDGEWOOD RD	LEXINGTON
Summary: POLICE RESPONDED TO THE 3800 BLK OF EDGEWOOD RD REGARDING A BURGLARY IN PROGRESS. IT WAS DETERMINED THAT THE BURGARY WAS UNFOUNDED.					
24177583	Aug 7 2024	16:59	MEDICAL	MAIN ST / LAKELAND CIR	CENTERVILLE
Summary: MEDICAL.					
OFFICERS WERE DISPATCHED TO THE AREA OF MAIN ST AND LAKELAND CIR FOR A MEDICAL IN A MOTOR VEHICLE. OFFICERS BEGAN A MEDICAL ASSESSMENT ON THE VICTIM. AMBULANCE TRANSPORTED FOR FURTHER EVALUATION AND TREATMENT.					
CLEAR.					
24177758	Aug 7 2024	21:28	CHECK WELFARE	XX WEST RD	CIRCLE PINES
Summary: POLICE TOOK A PHONE CALL REGARDING THE WELFARE OF AN INDIVIDUAL FROM THE 30TH BLOCK OF WEST RD.					
24177380	Aug 7 2024	13:37	MEDICAL	18XX CENTER ST	CENTERVILLE
Summary: MEDICAL.					
OFFICERS WERE DISPATCHED TO THE 1800 BLOCK OF CENTER ST. TRANSPORT VIA AMBULANCE.					
CLEAR.					
24177638	Aug 7 2024	18:14	ACCIDENT-MV PD	LOVELL RD / LEXINGTON AVE NE	LEXINGTON
Summary: POLICE RESPONDED TO A PROPERTY DAMAGE REPORT AT THE INTERSECTION OF LOVELL RD AND LEXINGTON AVE.					
24178313	Aug 8 2024	16:05	IDENTITY THEFT	38XX PATRIOT LANE	LEXINGTON
Summary: POLICE FIELDLED A REPORT OF POSSIBLE IDENTITY THEFT IN LEXINGTON.					
24178541	Aug 8 2024	20:57	INFORMATION	38XX EDGEWOOD RD	LEXINGTON
Summary: INFORMATION.					
OFFICERS WERE DISPATCHED TO AN UNKNOWN PROBLEM IN THE 3800 BLOCK OF EDGEWOOD DR. OFFICERS DETERMINED THERE WAS NO ISSUE.					
CLEAR.					
24178442	Aug 8 2024	18:55	DOMESTIC ASSAULT	88XX DUNLAP AVE	LEXINGTON
Summary: POLICE RESPONDED TO A DOMESTIC IN THE 8800 BLOCK OF DUNLAP AVENUE. AN ADULT MALE WAS SUBSEQUENTLY ARRESTED.					
24178262	Aug 8 2024	15:13	SUSPICIOUS ACTIVITY	90XX NORTH HIGHWAY DR	LEXINGTON
Summary: OFFICERS RESPONDED TO THE 9000 BLOCK OF NORTH HWY DR FOR SUSPICIOUS ACTIVITY.					
EXCEPTIONAL CLEARANCE.					
24178689	Aug 9 2024	00:03	SUSPICIOUS ACTIVITY	91XX SOUTH HIGHWAY DR	LEXINGTON
Summary: POLICE OBSERVED A SUSPICIOUS MALE SPRINTING IN THE 9100-BLK OF GRIGGS AVE.					
24178721	Aug 9 2024	01:15	MEDICAL	38XX EDGEWOOD RD	LEXINGTON
Summary: POLICE RESPONDED TO THE 3800 BLOCK OF EDGEWOOD RD ON A REPORT OF A BURGLARY. BWC.CLR.					

Run Date/Time:



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
24178864	Aug 9 2024	09:16	MEDICAL	20XX MICHAUD WAY	CENTERVILLE
Summary: POLICE RESPONDED TO THE 2000 BLK OF MICHAUD WAY FOR A MEDICAL EMERGENCY.					
24179349	Aug 9 2024	20:35	INFORMATION	92XX SOUTH HIGHWAY DR	LEXINGTON
Summary: INFORMATION.					
OFFICERS WERE DISPATCHED TO THE 9200 BLOCK OF SOUTH HIGHWAY DRIVE ON A REQUEST TO TRESPASS A PERSON WHO JUST LEFT A BUSINESS. OFFICERS WERE UNABLE TO IDENTIFY OR LOCATE THE PERSON.					
CLEAR.					
24179217	Aug 9 2024	17:10	TRESPASSING	90XX NORTH HIGHWAY DR	LEXINGTON
Summary: OFFICERS RESPONDED TO THE 9000 BLOCK OF NORTH HIGHWAY DRIVE FOR A PERSON TRESPASSING.					
24179537	Aug 10 2024	02:30	DISORDERLY CONDUCT	90XX SOUTH HIGHWAY DR	LEXINGTON
Summary: DISORDERLY CONDUCT					
POLICE WAS DISPATCHED TO THE 9000 BLOCK OF SOUTH HIGHWAY DR ON A FIGHT BETWEEN TWO MALES. POLICE ARRIVED AND GATHERED INFORMATION FROM BOTH MALES. BOTH MALES LEFT SCENE WITHOUT INCIDENT.					
CLEARED					
24179582	Aug 10 2024	06:42	MEDICAL	20XX MICHAUD WAY	CENTERVILLE
Summary: MEDICAL.					
OFFICERS WERE DISPATCHED TO THE 2000 BLOCK OF MICHAUD WAY FOR THE REPORT OF A MEDICAL.					
EXCEPTIONAL CLEARANCE.					
24179646	Aug 10 2024	09:48	CHECK WELFARE	1XX SOUTH DR	CIRCLE PINES
Summary: POLICE RESPONDED TO THE 100 BLK OF SOUTH DR FOR A WELFARE CHECK. NO ISSUES.					
24179689	Aug 10 2024	11:19	TRESPASSING	91XX SOUTH HIGHWAY DR	LEXINGTON
Summary: POLICE RESPONDED TO A POSSIBLE SHOPLIFTING INCIDENT IN THE 9200 BLK OF S HWY DR.					
24179757	Aug 10 2024	13:17:39	TRESPASSING	92XX SOUTH HIGHWAY DR	LEXINGTON
Summary: POLICE RESPONDED TO THE 9200 BLK OF S HWY DR FOR A POSSIBLE SHOPLIFTING AND TRESPASS REPORT					
24180471	Aug 11 2024	10:32	HARASSMENT	89XX SYNDICATE AVE	LEXINGTON
Summary: HARASSMENT.					
OFFICERS RESPONDED TO THE 8900 BLOCK OF SYNDICATE AVE FOR A HARASSMENT REPORT.					
EXCEPTIONAL CLEARANCE.					
24180674	Aug 11 2024	16:45	MEDICAL	69XX DUPRE RD	CENTERVILLE
Summary: POLICE RESPONDED TO THE 6900 BLOCK OF DUPRE RD FOR A MEDICAL EMERGENCY.					
24180728	Aug 11 2024	18:17	ACCIDENT-MV/PD	MAIN ST / MOUND TRL	CENTERVILLE

Run Date/Time:



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
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Summary: POLICE RESPONDED TO THE INTERSECTION OF MOUND TRL AND MAIN ST FOR A PROPERTY DAMAGE REPORT.

24181630	Aug 12 2024	19:01	MEDICAL	88XX NAPLES ST	LEXINGTON
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Summary: OFFICERS RESPONDED TO THE 8800 BLOCK OF NAPLES ST FOR A WELFARE CHECK.

EXCEPTIONAL CLEARANCE.

24181957	Aug 13 2024	04:26	NOISE COMPLAINT	71XX BRIAN WAY	CENTERVILLE
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Summary: POLICE WENT TO THE 7100 BLOCK OF BRIAN WAY TO ADDRESS ONGOING NOISE COMPLAINTS REGARDING A LOUD VEHICLE.

24182149	Aug 13 2024	11:06	CHECK WELFARE	18XX MAIN ST	CENTERVILLE
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Summary: WELFARE.

OFFICERS RECEIVED A PHONE CALL REGARDING A CHECK WELFARE IN THE 1800 BLOCK OF MAIN ST.

EXCEPTIONAL CLEARANCE.

Run Date/Time:



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
24182806	Aug 14 2024	02:29	PROPERTY DAMAGE	20TH AVE / MAIN ST	CENTERVILLE
Summary: POLICE DISPATCHED TO THE 7100-BLK OF 20TH AVE FOR A DEBRIS REPORT. ACTIVE					
24182785	Aug 14 2024	01:23	HARASSMENT	38XX MINUTEMAN LN	LEXINGTON
Summary: POLICE RESPONDED TO THE 3800-BLK OF MINUTEMAN LN FOR A POSSIBLE HARASSMENT REPORT.					
24182851	Aug 14 2024	07:07	SUSPICIOUS ACTIVITY	69XX 20TH AVE	CENTERVILLE
Summary: SUSPICIOUS ACTIVITY.					
OFFICERS OBERVED SUSPICIOUS ACTIVITY IN THE 6900 BLOCK OF 20TH AVE.					
CLEAR.					
24183029	Aug 14 2024	11:52	FLEE IN MV	97XX-BLK LAKE DR	CIRCLE PINES
Summary: TRAFFIC STOP.					
OFFICERS ATTEMPTED A TRAFFIC STOP ON LAKE DR/FIREBARN RD, VEHICLE FLED AND WAS RECOVERED.					
CASE ACTIVE.					
24182845	Aug 14 2024	06:28	MEDICAL	20XX MICHAUD WAY	CENTERVILLE
Summary: MEDICAL.					
OFFICERS WERE DISPATCHED TO THE 2000 BLOCK OF MICHAUD WAY ON REPORTS OF A MEDICAL.					
CLEARED BY TRANSPORT.					
24182981	Aug 14 2024	10:51	FRAUD	68XX 20TH AVE	CENTERVILLE
Summary: POLICE TOOK A PHONE CALL REPORT OF CHECK FRAUD IN THE 6800 BLOCK OF 20TH AVE.					
24183599	Aug 15 2024	00:38	FOUND PROPERTY	73XX MAIN ST	CENTERVILLE
Summary: POLICE RESPONDED TO THE 7300 BLOCK OF MAIN STREET REGARDING FOUND PROPERTY.					
24183621	Aug 15 2024	01:57	MEDICAL	41XX LOVELL RD	LEXINGTON
Summary: POLICE RESPONDED TO THE 4100 BLOCK OF LOVELL RD ON A REPORT OF A MEDICAL ISSUE. BWC.CLR.					
24183644	Aug 15 2024	04:27	MEDICAL	20XX MICHAUD WAY	CENTERVILLE
Summary: POLICE RESPONDED TO THE 2000 BLOCK OF MICHAUD WAY ON A REPORT OF A MEDICAL ISSUE. BWC.CLR.					
24184241	Aug 15 2024	20:40	DOMESTIC-VERBAL	XX WEST RD	CIRCLE PINES
Summary: POLICE RESPONDED TO THE 60TH BLOCK OF WEST RD FOR A VERBAL DOMESTIC.					
24184134	Aug 15 2024	18:11	INFORMATION	XX CENTRAL ST	CIRCLE PINES
Summary: POLICE RESPONDED TO A REPORT OF A DISORDERLY JUVENILE IN CIRCLE PINES.					

Run Date/Time:



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
24184127	Aug 15 2024	18:05	MEDICAL	XX SOUTH DR	CIRCLE PINES

Summary: POLICE RESPONDED TO THE 90TH BLOCK OF SOUTH DR FOR A MEDICAL EMERGENCY.

24184078	Aug 15 2024	17:18	MEDICAL	69XX SUMAC CT	CENTERVILLE
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Summary: POLICE RESPONDED TO THE 6900 BLOCK OF SUMAC COURT FOR A MEDICAL EMERGENCY.

24184057	Aug 15 2024	16:52	ASSIST OTHER AGENCY		LINO LAKES
24184029	Aug 15 2024	16:13	MEDICAL	XX VILLAGE PKWY	CIRCLE PINES

Summary: MEDICAL.

OFFICERS WERE DISPATCHED TO THE 30 BLOCK OF VILLAGE PARKWAY ON A MEDICAL. OFFICERS BEGAN A MEDICAL ASSESSMENT ON THE VICTIM. AMBULANCE TRANSPORTED FOR FURTHER EVALUATION AND TREATMENT.

CLEAR.

24183702	Aug 15 2024	08:49	INFORMATION	88XX NAPLES ST	LEXINGTON
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Summary: POLICE FIELDLED AN INFORMATIONAL REPORT IN LEXINGTON.

24183695	Aug 15 2024	08:23	MEDICAL	XX CENTER RD	CIRCLE PINES
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Summary: MEDICAL.

OFFICERS WERE DISPATCHED TO THE 10 BLOCK OF CENTER RD ON REPORTS OF A MEDICAL.

CLEARED BY TRANSPORT.

24183671	Aug 15 2024	06:43	ASSIST OTHER AGENCY		LINO LAKES
24184231	Aug 15 2024	20:30	ASSIST OTHER AGENCY		LINO LAKES
24184019	Aug 15 2024	16:13	INFORMATION	XX VILLAGE PKWY	CIRCLE PINES

Summary: POLICE RECEIVED A DISORDERLY PHONE CALL REPORT FROM THE 30TH BLOCK OF VILLAGE PARKWAY.

24183761	Aug 15 2024	10:19	ASSIST OTHER AGENCY		LINO LAKES
24184292	Aug 15 2024	21:44	ASSIST OTHER AGENCY		LINO LAKES
24184193	Aug 15 2024	19:35	CIVIL DISPUTE	19XX 72ND ST	CENTERVILLE

Summary: POLICE ASSISTED IN A CIVIL MATTER IN THE 1900 BLOCK OF 72ND STREET.

24184446	Aug 16 2024	05:08	LIFT ASSIST	20XX MICHAUD WAY	CENTERVILLE
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Summary: POLICE RESPONDED TO THE 2000 BLK OF MICHAUD WAY REGARDING A LIFT ASSIST.

24184458	Aug 16 2024	05:37	MEDICAL	16XX HUNTERS RIDGE LN	CENTERVILLE
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Summary: POLICE RESPONDED TO THE 1600 BLK OF HUNTERS RIDGE LN REGARDING A MEDICAL EMERGENCY. THE PATIENT WAS EVALUATED AT THE SCENE BY EMS.

24184487	Aug 16 2024	07:44	MEDICAL	92XX SYNDICATE AVE	LEXINGTON
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Summary: POLICE RESPONDED TO THE 9200 BLK OF SYNDICATE FOR A MEDICAL EMERGENCY.

24184594	Aug 16 2024	10:29	MEDICAL	70XX CENTERVILLE RD	CENTERVILLE
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Run Date/Time:



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
Summary: POLICE RESPONDED TO THE 7000 BLK OF CENTERVILLE RD FOR A MEDICAL EMERGENCY					
24184705	Aug 16 2024	13:09	FRAUD	20XX MAIN ST	CENTERVILLE
Summary: FRAUD.					
OFFICERS TOOK A WALK IN REPORT AT BASE REGARDING FRAUD.					
CASE ACTIVE.					
24184998	Aug 16 2024	18:57	MEDICAL	91XX DUNLAP AVE	LEXINGTON
Summary: OFFICERS RESPONDED TO A MEDICAL IN THE 9100 BLK OF DUNLAP AVE. OFFICERS WERE CLEARED BY AMBULANCE.					
CLEAR.					
24184965	Aug 16 2024	18:20	DOMESTIC ESCORT	XX PARK DR	CIRCLE PINES
Summary: POLICE ASSISTED WITH A DOMESTIC ESCORT IN THE XX BLOCK OF PARK DRIVE.					
24184854	Aug 16 2024	16:08	CIVIL DISPUTE	XX PARK DR	CIRCLE PINES
Summary: POLICE RESPONDED TO A CIVIL DISPUTE IN THE XX BLOCK OF PARK DRIVE					
24185876	Aug 17 2024	20:02	ASSTOTHER		LINO LAKES
24185828	Aug 17 2024	18:46	INFORMATION	XX CENTRAL ST	CIRCLE PINES
Summary: INFORMATION.					
OFFICERS WERE DISPATCHED TO A PHONE CALL THEFT REPORT. CALLER WISHED TO HAVE UNIDENTIFIED JUVENILES TRESPASSED AFTER THEY STOLE SIGNS. NO SUSPECTS WERE IDENTIFIED.					
CLEAR.					
24186068	Aug 17 2024	23:11	ASSIST OTHER AGENCY		LINO LAKES
24186168	Aug 18 2024	00:44	CHECK WELFARE	92XX HAMLINE AVE	LEXINGTON
Summary: POLICE RESPONDED TO THE 9200-BLK OF HAMLINE AVE FOR A WELFARE CHECK.					
24186351	Aug 18 2024	10:01	THEFT-SHOPLIFTING	92XX SOUTH HIGHWAY DR	LEXINGTON
Summary: THEFT-SHOPLIFTING.					
OFFICERS RESPONDED TO THE 9200 BLOCK OF SOUTH HIGHWAY DR FOR THE REPORT OF THEFT IN PROGRESS.					
CASE INACTIVE.					
24186279	Aug 18 2024	07:53	MEDICAL	18XX HAYFIELD RD	CENTERVILLE
Summary: MEDICAL					
OFFICERS RESPONDED TO THE 1800 BLOCK OF HAYFIELD RD FOR THE REPORT OF A MEDICAL.					
EXCEPTIONAL CLEARANCE.					
24186388	Aug 18 2024	11:02	CIVIL DISPUTE	41XX LOVELL RD	LEXINGTON

Run Date/Time:



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
Summary: CIVIL.					
OFFICERS RESPONDED TO THE 4100 BLOCK OF LOVELL RD FOR THE REPORT OF A CIVIL DISPUTE.					
EXCEPTIONAL CLEARANCE.					
24186460	Aug 18 2024	13:04	ANIMAL COMPLAINT	XX PINE DR	CIRCLE PINES
Summary: ANIMAL COMPLAINT.					
OFFICERS RESPONDED TO THE 0 BLOCK OF PINE DR FOR THE REPORT OF AN ANIMAL COMPLAINT.					
EXCEPTIONAL CLEARANCE.					
24186710	Aug 18 2024	19:37	MEDICAL	12XX MOUND TRL	CENTERVILLE
Summary: MEDICAL.					
OFFICERS RESPONDED TO THE 1200 BLOCK OF MOUND TRAIL ON A MEDICAL. OFFICERS BEGAN A PATIENT ASSESSMENT. AMBULANCE TRANSPORTED FOR FURTHER EVALUATION AND TREATMENT.					
CLEAR.					
24186879	Aug 19 2024	03:23	ASSIST OTHER AGENCY - FOLLOW		BLAINE
24186865	Aug 19 2024	00:55	HRO VIOLATION	94XX GRIGGS AVE	LEXINGTON
Summary: OFFICER FIELDIED A PHONE CALL FROM THE 9400-BLK OF GRIGGS REGARDING HRO QUESTIONS. CLEAR					
24187066	Aug 19 2024	10:48	ASSIST OTHER AGENCY		BLAINE
24186903	Aug 19 2024	04:25	ASSIST OTHER AGENCY		LINO LAKES
24186871	Aug 19 2024	01:34	ASSAULT	38XX WOODLAND RD	LEXINGTON
Summary: POLICE RESPONDED TO THE 3800-BLK OF WOODLAND ROAD FOR A MEDICAL ASSAULT. CLEAR BY ARREST.					
24188131	Aug 20 2024	14:48	CHECK WELFARE	3XX EVERGREEN LN	CIRCLE PINES
Summary: POLICE RESPONDED TO THE 300 BLOCK OF EVERGREEN LN FOR A WELFARE CHECK.					
24188479	Aug 20 2024	22:08	ACCIDENT-MV PD	71XX MILL RD	CENTERVILLE
Summary: POLICE RESPONDED TO THE 7100-BLK OF MILL ROAD FOR A MOTOR VEHICLE ACCIDENT. CLEAR					
24187866	Aug 20 2024	08:49	TRAFFIC	LEXINGTON AVE / WOODLAND RD	LEXINGTON
Summary: TRAFFIC.					
OFFICERS CONDUCTED A TRAFFIC STOP ON LEXINGTON AVE NEAR RESTWOOD RD.					
CLEAR.					

Run Date/Time:

**CITY OF LEXINGTON
WORKSHOP SYNOPSIS
Thursday, August 15, 2024
Immediately following Council meeting
City Hall**

1. Call to Order: Mayor Grote

2. Roll Call: DeVries – Murphy – Winge – Benson

Mayor Grote called to order the workshop for August 15, 2024 at 7:11p.m. Councilmembers present: Benson, Devries, Murphy, and Winge. Also Present: Bill Petracek, City Administrator; Kurt Glaser, City Attorney; Chris Galiov, Finance Director; Mary Vinzant, Deputy City Clerk; Lexington Citizens.

3. Discussion Items:

A. Discuss Presentation by the Anoka County Election Integrity Team (ACEIT)

Mary Vinzant, Deputy City Clerk, addressed the Council about the Anoka County Election Integrity Team brochure. Vinzant explained the election process and the amount of auditing on an hourly basis to ensure vote counts are accurate during an election. She discussed the election process and the audits done by Anoka County to further ensure accuracy. She feels that the need to recount ballots is unnecessary due to the constant testing of the election process. Discussion ensued.

The consensus of the City Council was to not move forward with adopting a Resolution to authorize a double count of election ballots.

B. Discuss 2025 Preliminary Budget & Preliminary Levy

Petracek provided a PowerPoint presentation of the 2025 preliminary budget and levy. Petracek stated that the recommendation is to approve a 5% increase for the preliminary levy for the 2024 tax year and 2025 budget. He provided an explanation of the capital improvements and maintenance items for the coming year. Discussion ensued.

4. Staff Input

No staff input

5. Council Input

No Council input

6. Adjourn

Councilmember Devries made a motion to adjourn at 7:55 p.m. Councilmember Grote seconded the motion. Motion carried 5-0.

MINUTES
REGULAR PLANNING COMMISSION MEETING
August 12, 2024 - 7:00 P.M.
9180 Lexington Avenue, Lexington, MN

1. CALL TO ORDER

- A. Roll Call: Chairperson Bautch, Commissioners Thorson, Koch, Murphy and Ogden

Chairperson Bautch called to order the Regular Planning Commission meeting on August 12, 2024 at 7:00 p.m. Commissioners Present: Michelle Koch, Gloria Murphy Ron Thorson and Chuck Ogden. Also present: Bill Petracek, City Administrator.

2. CITIZENS FORUM

No citizens were present to discuss items not on the agenda.

3. APPROVAL OF AGENDA WITH CHANGES AND CORRECTIONS

Koch made a motion to approve the agenda as presented. Murphy seconded the motion. Motion carried 5-0.

4. LETTERS AND COMMUNICATION

- A. Building Permits for July 2024

Some discussion on July building permits

5. APPROVAL OF PLANNING COMMISSION MINUTES

- A. July 9, 2024

Ogden made a motion to approve the July 9, 2024 Planning Commission Minutes as presented. Thorson seconded the motion. Motion carried 5-0.

6. DISCUSSION ITEM:

Petracek provided an update on potential future business's in Lexington

7. NOTE COUNCIL MINUTES:

- A. July 18, 2024

Some discussion on July 18, 2024 Council minutes.

8. PLANNING COMMISSION INPUT

Bautch asked about a willow tree that is partially dead across the street from his house on Albert Street. He also asked if public works was going to do work on the landscaping around the new fire hydrants – weeds growing. Discussion ensued.

Koch stated there is a dead tree on the property directly north of Landings of Lexington

Murphy discussed junk and debris on front lawn at 4146 Edgewood Road – purple house.

9. ADJOURNMENT

Bautch made a motion to adjourn at 7:33 p.m. Thorson seconded the motion. Motion carried 5-0.

**MINUTES
CITY OF LEXINGTON
REGULAR COUNCIL MEETING
AUGUST 15, 2024– 7:00 P.M.
9180 LEXINGTON AVENUE**

1. PLEDGE OF ALLEGIANCE

2. CALL TO ORDER: – Mayor Grote

- A. Roll Call - Council Members: DeVries, Murphy, Winge and Benson

Mayor Grote called to order the Regular City Council meeting for August 15, 2024, at 7:00 p.m. Councilmembers present: Benson, Devries, Murphy, and Winge Also Present: Bill Petracek, City Administrator; Kurt Glaser, City Attorney; Chris Galiov, Finance Director; Mary Vinzant, Deputy City Clerk; Quad Press; Lexington Citizens.

3. CITIZENS FORUM

No citizens were present to address the Council on items not on the agenda.

4. APPROVAL OF AGENDA WITH CHANGES AND CORRECTIONS

Councilmember Devries made a motion to approve the agenda with the removal of item #5 – Senator Kreun Address. Councilmember Murphy seconded the motion. Motion carried 5-0.

5. LETTERS AND COMMUNICATIONS:

- A. Centennial Lakes Police Department Media Reports 7-24 through 8-6-2024
B. North Metro TV – July 2024 Update
C. City Report – July 2024 Update

No discussion on Letters and Communications

2. CONSENT ITEMS:

- A. Recommendation to Approve Council Minutes:
Council Meeting – August 1, 2024
B. Recommendation to Approve Claims and Bills:
Check #'s 51861 through 51917
Check #'s 15330 through 15355
Check #'s 15291 through 15303

Councilmember Devries made a motion to approve the consent agenda items. Councilmember Murphy seconded the motion. Motion carried 5-0.

3. ACTION ITEMS:

- A. Recommendation to approve North Metro Telecommunications
Commission Budget

Councilmember Murphy made a motion to approve North Metro Telecommunications Commission Budget. Councilmember Winge seconded the motion. Motion carried 5-0.

- B. Recommendation to approve Resolution NO. 24-14 A Resolution Declaring
Cost To Be Assessed, And Ordering Preparation Of Proposed Assessment
for Griggs Avenue

Councilmember Devries made a motion to approve Resolution NO. 24-14 A Resolution Declaring Cost To Be Assessed, And Ordering Preparation Of Proposed Assessment for Griggs Avenue. Councilmember Winge seconded the motion. Motion carried 5-0.

- C. Recommendation to approve Street Improvement Project Partial Payment
#1 to North Valley, Inc in the amount of \$45,084.87

Councilmember Murphy made a motion to approve Street Improvement Project Partial Payment #1 to North Valley, Inc in the amount of \$45,084.87. Councilmember Winge seconded the motion. Motion carried 5-0.

- D. Recommendation to approve Business License Renewal

Councilmember Murphy made a motion to approve Business License Renewal. Councilmember Devries seconded the motion. Motion carried 5-0.

- E. Recommendation to approve Special Event License Hocktoberfest –
Centennial/SLP Girls Blue Line Club Fundraiser at Boulevard Bar & Grille
– October 5, 2024 from 12:00 PM till 4:00 PM

Councilmember Benson made a motion to approve Special Event License Hocktoberfest – Centennial/SLP Girls Blue Line Club Fundraiser at Boulevard Bar & Grille – October 5, 2024 from 12:00 PM till 4:00 PM. Councilmember Devries seconded the motion. Motion carried 5-0.

- F. Recommendation to approve Special Event License Centennial Boys Blue
Line Club Fundraiser at Boulevard Bar & Grille - September 28, 2024 from
3:00 PM till 8:30 PM

Councilmember Murphy made a motion to approve Special Event License Centennial Boys Blue Line Club Fundraiser at Boulevard Bar & Grille - September 28, 2024 from 3:00 PM till 8:30 PM. Councilmember Devries seconded the motion. Motion carried 5-0.

4. MAYOR AND COUNCIL INPUT

Councilmember Devries discussed the progress of Griggs Ave. mill and overlay project.

Discussion was had about the new city hall sign being hooked up.

5. ADMINISTRATOR INPUT

Petracek discussed dates to canvass election results for the november election. The concensus was to hold the Special City Council meeting on November 13th.

Petracek stated the Griggs Ave. mill and overlay completion won't be until mid to late September. He added that the milling machine caused some damage to the new curb and gutter that was installed, and it will take time to replace it before the road can be asphalted.

He also stated that he would be on vacation the following week.

6. ADJOURNMENT

Councilmember Devries made motion to adjourn the meeting at 7:11 p.m. Councilmember Murphy seconded the motion. Motion carried 5-0.

CITY OF LEXINGTON

RECOMMEND FOR APPROVAL OF CLAIMS AND BILLS

The following claims and bills have been presented to the Council for approval at the Council Meeting of September 5, 2024.

(1) Payroll

Vouchers	506558 through	506562	\$	1,354.00
	506564 through	506584	\$	24,133.22
	506586 through	506611	\$	9,351.69
	506613 through	506633	\$	24,274.06

Payroll Taxes

Federal Tax	\$6,623.01	
Social Security	\$9,805.72	
Medicare	\$2,293.26	
		\$18,721.99
State Tax	\$3,335.33	\$3,335.33
Total		\$ 22,057.32

(2) General and Liquor Payment Recommendations:

Payments	51918 through	51979	\$	295,150.95
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(3) ACH and Credit Card Payments for:

JULY 2024

ACH Payments:	3582E through	3597E	\$	37,792.25
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Total Payments and Withdrawals Approval	<u>\$ 414,113.49</u>
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Centennial Lakes Police Payment Recommendations:

Checks	15359 through	15374	\$	15,090.34
ACH	2024064 through	2024065	\$	18,086.56
Total Payments			<u>\$</u>	<u>33,176.90</u>

***Check Detail Register©**

Batch: 09052024 PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 4M FUND					
51918	09/05/24	56 BREWING LLC			
E 609-00000-260		THC For Resale	\$300.00	5626811	
		Total	\$300.00		
51919	09/05/24	ALLINA HEALTH SYSTEM			
E 101-42260-208		Training and Instruction	\$765.00	CI00053983	3RD QTR 2024 TRAINING - FIRE DEPT
		Total	\$765.00		
51920	09/05/24	AMAZON CAPITAL SERVICES			
E 101-43100-225		General Street Maintenan	\$679.40	1CJ6-YL71-	STREET MAINT. EQUIPMENT
		Total	\$679.40		
51921	09/05/24	ANOKA COUNTY TREASURY			
E 101-41900-329		Cable/Internet	\$75.00	B240816X	AUG 2024 FIBER OPTIC
E 101-42260-329		Cable/Internet	\$75.00	B240816X	AUG 2024 FIBER OPTIC
E 101-43100-329		Cable/Internet	\$45.00	B240816X	AUG 2024 FIBER OPTIC
E 101-45200-329		Cable/Internet	\$30.00	B240816X	AUG 2024 FIBER OPTIC
		Total	\$225.00		
51922	09/05/24	ARTISAN BEER COMPANY			
E 609-00000-252		Beer Purchase	\$216.90	3703407	
E 609-00000-252		Beer Purchase	\$92.30	3703408	
E 609-00000-252		Beer Purchase	\$627.45	3705237	
E 609-00000-252		Beer Purchase	\$36.90	3705238	
E 609-00000-260		THC For Resale	\$72.40	3705239	
		Total	\$1,045.95		
51923	09/05/24	BARREL THEORY BEER COMPANY			
E 609-00000-252		Beer Purchase	\$168.00	5182	
E 609-00000-252		Beer Purchase	\$140.00	5215	
E 609-00000-252		Beer Purchase	\$140.00	5238	
		Total	\$448.00		
51924	09/05/24	BENT BREWSTILLERY			
E 609-00000-252		Beer Purchase	\$208.60	INV-014194	
		Total	\$208.60		
51925	09/05/24	BERNICK'S			
E 609-00000-252		Beer Purchase	\$786.90	10252137	
E 609-00000-260		THC For Resale	\$120.00	10252798	
E 609-00000-252		Beer Purchase	\$984.50	10254466	
E 609-00000-252		Beer Purchase	\$2,168.35	6785079	
		Total	\$4,059.75		
51926	09/05/24	BETTER BEV CO, LLC			
E 609-00000-260		THC For Resale	\$570.00	INV/2024/011	
		Total	\$570.00		
51927	09/05/24	BREAKTHRU BEVERAGE MN			
E 609-00000-251		Liquor Purchase	\$1,374.20	117135320	
E 609-00000-254		Miscellaneous Purchase	\$7.25	117135321	
E 609-00000-251		Liquor Purchase	\$278.15	117135322	
E 609-00000-251		Liquor Purchase	\$954.80	117247151	

***Check Detail Register©**

Batch: 09052024 PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 609-00000-254		Miscellaneous Purchase	\$161.32	117349350	
E 609-00000-251		Liquor Purchase	\$1,416.70	117349351	
E 609-00000-253		Wine Purchase	\$308.35	117349352	
E 609-00000-251		Liquor Purchase	(\$167.95)	411958782	
E 609-00000-251		Liquor Purchase	(\$130.34)	412084990	
E 609-00000-251		Liquor Purchase	(\$199.45)	412264390	
E 609-00000-251		Liquor Purchase	(\$517.25)	412391846	
E 609-00000-251		Liquor Purchase	(\$389.85)	412438582	
E 609-00000-251		Liquor Purchase	(\$208.45)	412460975	
E 609-00000-251		Liquor Purchase	(\$73.45)	412460977	
E 609-00000-254		Miscellaneous Purchase	(\$55.00)	412490894	
E 609-00000-251		Liquor Purchase	(\$208.45)	412536065	
E 609-00000-253		Wine Purchase	(\$205.45)	412536066	
Total			\$2,345.13		
51928	09/05/24	BROKEN CLOCK BREWING COOP			
E 609-00000-252		Beer Purchase	\$106.00	9033	
E 609-00000-260		THC For Resale	\$210.00	9033	
Total			\$316.00		
51929	09/05/24	BUSINESS ESSENTIALS			
E 101-41500-200		Office Supplies	\$135.93	WO-1310903	OFFICE SUPPLIES
Total			\$135.93		
51930	09/05/24	CAPITOL BEVERAGE SALES			
E 609-00000-252		Beer Purchase	(\$60.00)	28720100	
E 609-00000-252		Beer Purchase	(\$45.10)	3019808	
E 609-00000-252		Beer Purchase	\$2,886.60	3019809	
E 609-00000-252		Beer Purchase	\$9,889.40	3022911	
E 609-00000-252		Beer Purchase	\$7,326.94	3024033	
E 609-00000-252		Beer Purchase	(\$288.00)	3026049	
Total			\$19,709.84		
51931	09/05/24	CENTENNIAL LAKES PD			
E 101-42110-230		Contracted Services	\$80,058.08		SEP 2024 MONTHLY POLICE SERVICES
Total			\$80,058.08		
51932	09/05/24	CITYWIDE WINDOW SERVICES INC.			
E 609-00000-400		General Maintenance	\$32.34	736503	JULY 2024 SERVICE
Total			\$32.34		
51933	09/05/24	CLEAR RIVER BEVERAGE COMPANY			
E 609-00000-252		Beer Purchase	\$625.00	761742	
E 609-00000-260		THC For Resale	\$287.04	761742	
E 609-00000-252		Beer Purchase	\$958.25	762940	
E 609-00000-260		THC For Resale	\$176.95	762940	
Total			\$2,047.24		
51934	09/05/24	GREAT LAKES COCA-COLA			
E 609-00000-254		Miscellaneous Purchase	\$743.32	42880163015	
Total			\$743.32		
51935	09/05/24	DAHLHEIMER BEVERAGE LLC			
E 609-00000-252		Beer Purchase	(\$85.50)	2225961.	

***Check Detail Register©**

Batch: 09052024 PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 609-00000-252		Beer Purchase	(\$36.00)	2245555	
E 609-00000-252		Beer Purchase	\$6,503.45	2255229	
E 609-00000-260		THC For Resale	\$75.00	2255229	
E 609-00000-252		Beer Purchase	\$14,533.20	2261071	
E 609-00000-260		THC For Resale	\$173.00	2261071	
E 609-00000-252		Beer Purchase	\$20,037.85	2266326	
E 609-00000-260		THC For Resale	\$323.00	2266326	
		Total	\$41,524.00		
51936	09/05/24	DANGEROUS MAN BREWING CO			
E 609-00000-252		Beer Purchase	\$344.00	IN-4872	
E 609-00000-260		THC For Resale	\$215.00	IN-4872	
		Total	\$559.00		
51937	09/05/24	GAUSMAN BROTHERS CONSTRUCTION			
E 101-41500-401		Repair Buildings	\$8,800.00	24026-02	STORM DAMAGE REPAIRS - FIRE HALL
		Total	\$8,800.00		
51938	09/05/24	GLOBAL RESERVE DISTRIBUTION			
E 609-00000-260		THC For Resale	\$1,205.92	ORD-11088	
		Total	\$1,205.92		
51939	09/05/24	GREEN ELEVATOR			
E 609-00000-260		THC For Resale	\$420.00	2116	
		Total	\$420.00		
51940	09/05/24	HAMMERHEART BREWING CO.			
E 609-00000-252		Beer Purchase	\$270.00	1071	
		Total	\$270.00		
51941	09/05/24	HAWKINS INC			
E 730-00000-216		Chemicals	\$40.00	6836661	CYLINDER RENT - CHEMICALS
		Total	\$40.00		
51942	09/05/24	HOHENSTEINS INC			
E 609-00000-260		THC For Resale	\$382.50	741141	
E 609-00000-252		Beer Purchase	\$1,212.80	741142	
E 609-00000-260		THC For Resale	\$415.50	743188	
E 609-00000-252		Beer Purchase	\$3,806.00	743189	
E 609-00000-252		Beer Purchase	(\$126.25)	745372	
E 609-00000-260		THC For Resale	\$247.50	745373	
E 609-00000-252		Beer Purchase	\$2,690.60	745374	
		Total	\$8,628.65		
51943	09/05/24	IMAGE PRINTING & GRAPHICS			
E 609-00000-213		Uniforms	\$63.48	167965	NAME TAGS - MLS
		Total	\$63.48		
51944	09/05/24	INSIGHT BREWING COMPANY			
E 609-00000-252		Beer Purchase	\$607.70	17363	
E 609-00000-252		Beer Purchase	\$138.40	17365	
		Total	\$746.10		
51945	09/05/24	INSTRUMENTAL RESEARCH, INC.			
E 730-00000-306		Water Testing	\$180.00	5758	JULY 2024 SAMPLES

***Check Detail Register©**

Batch: 09052024 PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$180.00		
51946	09/05/24	INVICTUS BREWING CO.			
E 609-00000-252		Beer Purchase	\$356.00	7249	
E 609-00000-260		THC For Resale	\$240.00	7249	
Total			\$596.00		
51947	09/05/24	JOHNSON BROTHERS LIQUOR			
E 609-00000-251		Liquor Purchase	\$244.20	2600790	
E 609-00000-253		Wine Purchase	\$236.40	2600791	
E 609-00000-251		Liquor Purchase	\$464.40	2601972	
E 609-00000-253		Wine Purchase	\$1,343.50	2601973	
E 609-00000-251		Liquor Purchase	\$716.45	2601974	
E 609-00000-251		Liquor Purchase	\$239.90	2604656	
E 609-00000-251		Liquor Purchase	\$2,373.74	2606585	
E 609-00000-253		Wine Purchase	\$2,921.61	2606586	
E 609-00000-254		Miscellaneous Purchase	\$33.40	2606587	
E 609-00000-251		Liquor Purchase	\$1,812.37	2606588	
E 609-00000-251		Liquor Purchase	\$8,931.71	2611252	
E 609-00000-253		Wine Purchase	\$4,294.60	2611253	
E 609-00000-251		Liquor Purchase	\$2,722.60	2611254	
Total			\$26,334.88		
51948	09/05/24	LEXINGTON FIRE AUXILIARY			
G 101-22080		Fall Festival	\$572.94		2024 FALL FESTIVAL SUPPLIES
Total			\$572.94		
51949	09/05/24	M. AMUNDSON LLP			
E 609-00000-256		Tobacco Products For Re	\$1,702.44	387491	
E 609-00000-210		Operating Supplies	\$16.59	387491	
E 609-00000-256		Tobacco Products For Re	\$2,246.08	387875	
E 609-00000-254		Miscellaneous Purchase	\$59.80	387875	
E 609-00000-210		Operating Supplies	\$349.24	387875	
E 609-00000-256		Tobacco Products For Re	\$2,611.06	388305	
E 609-00000-254		Miscellaneous Purchase	\$91.12	388305	
E 609-00000-256		Tobacco Products For Re	\$1,908.55	388712	
Total			\$8,984.88		
51950	09/05/24	MARTIN-MARIETA			
E 101-43100-224		Street Maint Materials	\$261.61	43424018	TAR AND TACK OIL - STREETS
E 101-43100-224		Street Maint Materials	\$1,139.84	43484612	TAR AND TACK OIL - STREETS
Total			\$1,401.45		
51951	09/05/24	METRO SALES, INC.			
E 101-41500-350		Print/Binding	\$78.00	INV2590282	AUG 2024 COPIER CONTRACT
Total			\$78.00		
51952	09/05/24	MKL, LLC			
E 101-41500-400		General Maintenance	\$100.00	09052024	WEEK ENDING 08/17/2024
E 101-41500-400		General Maintenance	\$100.00	09052024	WEEK ENDING 08/24/2024
E 101-41500-400		General Maintenance	\$100.00	09052024	WEEK ENDING 08/31/2024
Total			\$300.00		
51953	09/05/24	MN DEPT OF HEALTH			

***Check Detail Register©**

Batch: 09052024 PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
G 730-23000		Water Testing	\$1,572.00		3RD QTR 2024 WATER SUPPLY CONN. FEE
		Total	\$1,572.00		
51954	09/05/24	MN GFOA			
E 101-41500-208		Training and Instruction	\$250.00	731	2024 CONFERENCE REGISTRATION
		Total	\$250.00		
51955	09/05/24	MODIST BREWING COMPANY			
E 609-00000-252		Beer Purchase	\$566.80	E-52886	
E 609-00000-260		THC For Resale	\$184.52	E-52886	
		Total	\$751.32		
51956	09/05/24	MOOSE LAKE BREWING CO. LLC			
E 609-00000-252		Beer Purchase	\$144.00	SB35-013	
		Total	\$144.00		
51957	09/05/24	MSA PROFESSIONAL SERVICES INC			
E 424-00000-303		Engineering Fees	\$17,641.80	7782	2024 STREET IMPROVEMENTS
E 651-00000-303		Engineering Fees	\$1,610.00	7783	NPDES PHASE II MS4
G 101-22047		Norhart Development	\$1,247.33	7784	NORHART DEVELOPMENT
G 101-22046		O'Reilly Escrow	\$1,053.75	7785	O'REILLY AUTO PARTS
E 101-41500-303		Engineering Fees	\$5,611.30	7814	GENERAL SERVICES
		Total	\$27,164.18		
51958	09/05/24	NCPERS GROUP LIFE INS.			
G 101-21724		Life Insurance	\$80.00	58680009202	SEP 2024 PREMIUM
		Total	\$80.00		
51959	09/05/24	NEW FRANCE WINE COMPANY			
E 609-00000-253		Wine Purchase	\$181.00	227416	
		Total	\$181.00		
51960	09/05/24	O'REILLY AUTOMOTIVE STORES			
E 101-43100-404		Repair Machinery/Equipm	\$139.48	3472-349373	BATTERIES - PW
		Total	\$139.48		
51961	09/05/24	PAUSTIS & SONS			
E 609-00000-253		Wine Purchase	\$206.17	243814	
		Total	\$206.17		
51962	09/05/24	BILL PETRACEK			
E 101-41500-205		Mileage Reimbursement	\$200.00		OCT 2024
E 101-41500-321		Telephone	\$100.00		OCT 2024
		Total	\$300.00		
51963	09/05/24	PHILLIPS WINE AND SPIRITS INC			
E 609-00000-251		Liquor Purchase	\$1,845.80	6829545	
E 609-00000-253		Wine Purchase	\$833.55	6829546	
E 609-00000-254		Miscellaneous Purchase	\$54.15	6829547	
E 609-00000-251		Liquor Purchase	\$1,433.65	6833419	
E 609-00000-253		Wine Purchase	\$3,998.45	6833420	
E 609-00000-254		Miscellaneous Purchase	\$195.90	6833421	
E 609-00000-251		Liquor Purchase	\$631.43	6837111	
E 609-00000-253		Wine Purchase	\$446.00	6837112	
E 609-00000-254		Miscellaneous Purchase	\$29.40	6837113	

***Check Detail Register©**

Batch: 09052024 PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$9,468.33		
51964	09/05/24	PRESS PUBLICATIONS			
E 320-41500-351		Legal Notices Publishing	\$47.36	812941	ANNUAL TIF DISCLOSURE
Total			\$47.36		
51965	09/05/24	PRYES BREWING COMPANY, LLC			
E 609-00000-252		Beer Purchase	\$200.00	W-81702	
Total			\$200.00		
51966	09/05/24	REVERING LAW OFFICE			
G 101-20200		Accounts Payable	\$10,625.10	0205	LEGAL SERVICES
E 101-41500-304		Legal Fees	\$3,474.90	0205	LEGAL SERVICES
Total			\$14,100.00		
51967	09/05/24	SHAMROCK GROUP, INC.			
E 609-00000-257		Ice For Resale	\$361.34	3052784	
E 609-00000-257		Ice For Resale	\$193.94	3054633	
E 609-00000-257		Ice For Resale	\$127.04	3057258	
E 609-00000-257		Ice For Resale	\$464.24	3062040	
Total			\$1,146.56		
51968	09/05/24	SOUTHERN GLAZER'S OF MN			
E 609-00000-251		Liquor Purchase	\$5,428.09	2514215	
E 609-00000-251		Liquor Purchase	\$292.45	2514216	
E 609-00000-253		Wine Purchase	\$54.60	2514217	
E 609-00000-251		Liquor Purchase	\$1.28	2517013	
E 609-00000-251		Liquor Purchase	\$343.28	2517014	
E 609-00000-251		Liquor Purchase	\$3,555.76	2517015	
E 609-00000-253		Wine Purchase	\$1,910.92	2517016	
E 609-00000-251		Liquor Purchase	\$5,252.95	2519831	
E 609-00000-254		Miscellaneous Purchase	\$136.18	2519832	
E 609-00000-253		Wine Purchase	\$426.24	2519833	
Total			\$17,401.75		
51969	09/05/24	STEEL TOE BREWING, LLC			
E 609-00000-252		Beer Purchase	\$252.00	56709	
Total			\$252.00		
51970	09/05/24	SUMMIT FIRE PROTECTION			
E 609-00000-400		General Maintenance	\$83.00	2363779	ANNUAL FIRE EXT. INSPECTION
E 101-41500-400		General Maintenance	\$240.90	2363813	ANNUAL FIRE EXT. INSPECTION
E 101-42260-400		General Maintenance	\$192.95	2363823	ANNUAL FIRE EXT. INSPECTION
E 101-43100-400		General Maintenance	\$177.38	2495501	ANNUAL FIRE EXT. INSPECTION
E 101-45200-400		General Maintenance	\$177.38	2495501	ANNUAL FIRE EXT. INSPECTION
E 651-00000-400		General Maintenance	\$177.38	2495501	ANNUAL FIRE EXT. INSPECTION
E 730-00000-400		General Maintenance	\$177.38	2495501	ANNUAL FIRE EXT. INSPECTION
E 770-00000-400		General Maintenance	\$177.38	2495501	ANNUAL FIRE EXT. INSPECTION
Total			\$1,403.75		
51971	09/05/24	TOTAL COMPLIANCE SOLUTIONS			
E 609-00000-430		Miscellaneous	\$196.00	74993	PRE-EMP. SCREENING
Total			\$196.00		

***Check Detail Register©**

Batch: 09052024 PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
51972	09/05/24	TOTAL REGISTER SYSTEMS			
E 609-00000-404		Repair Machinery/Equipm	\$427.46	2481	CREDIT CARD STANDS - MLS
		Total	\$427.46		
51973	09/05/24	TWIN CITIES TRANSPORT & RECOVERY			
E 101-42260-208		Training and Instruction	\$250.00	24-0429-1907 VEHICLES FOR FIRE TRAINING	
		Total	\$250.00		
51974	09/05/24	URBAN GROWLER BREWING CO.			
E 609-00000-252		Beer Purchase	\$227.00	E-36875	
		Total	\$227.00		
51975	09/05/24	VAN PAPER COMPANY			
E 609-00000-210		Operating Supplies	\$342.79	080797-00-00 OPERATING SUPPLIES - MLS	
		Total	\$342.79		
51976	09/05/24	VENN BREWING COMPANY			
E 609-00000-252		Beer Purchase	\$267.00	6946	
		Total	\$267.00		
51977	09/05/24	VINOCOPIA			
E 609-00000-253		Wine Purchase	\$342.50	0356001-IN	
		Total	\$342.50		
51978	09/05/24	WALTERS RECYCLING & REFUSE			
E 101-41500-384		Refuse/Garbage Disposal	\$86.88	8079438	AUG 2024 SERVICE
E 101-43100-384		Refuse/Garbage Disposal	\$54.70	8079438	AUG 2024 SERVICE
E 101-45200-384		Refuse/Garbage Disposal	\$54.70	8079438	AUG 2024 SERVICE
E 651-00000-384		Refuse/Garbage Disposal	\$10.41	8079438	AUG 2024 SERVICE
E 730-00000-384		Refuse/Garbage Disposal	\$70.33	8079438	AUG 2024 SERVICE
E 770-00000-384		Refuse/Garbage Disposal	\$70.33	8079438	AUG 2024 SERVICE
E 609-00000-384		Refuse/Garbage Disposal	\$145.87	8079438	AUG 2024 SERVICE
		Total	\$493.22		
51979	09/05/24	WINE MERCHANTS			
E 609-00000-253		Wine Purchase	\$3,402.20	7485077	
		Total	\$3,402.20		
		10100	\$295,150.95		

Fund Summary**10100 4M FUND**

101 GENERAL FUND	\$117,032.55
320 TIF #3	\$47.36
424 2024 STREET IMPROVEMENTS	\$17,641.80
609 MUNICIPAL LIQUOR FUND	\$156,344.03
651 STORM WATER FUND	\$1,797.79
730 WATER FUND	\$2,039.71
770 SEWER FUND	\$247.71
	\$295,150.95

***Check Detail Register©**

Batch: JULY 2024 AUTO,JULY2024 CCPMT

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 4M FUND					
3582 e	07/01/24	CONNEXUS ENERGY			
E 101-45200-381		Electric Utilities	\$522.60		MAY 2024 UTILITIES
E 101-43100-386		Street Lights	\$251.36		MAY 2024 UTILITIES
E 770-00000-381		Electric Utilities	\$59.86		MAY 2024 UTILITIES
E 770-00000-381		Electric Utilities	\$23.21		MAY 2024 UTILITIES
		Total	\$857.03		
3583 e	07/02/24	LINCOLN NATIONAL LIFE			
E 101-41500-134		ST/LT Disability Insurance	\$380.68	4520468628	JULY 2024 PREMIUM
E 101-43100-134		ST/LT Disability Insurance	\$113.24	4520468628	JULY 2024 PREMIUM
E 101-45200-134		ST/LT Disability Insurance	\$75.48	4520468628	JULY 2024 PREMIUM
E 609-00000-134		ST/LT Disability Insurance	\$145.30	4520468628	JULY 2024 PREMIUM
		Total	\$714.70		
3584 e	07/01/24	HEALTHPARTNERS			
E 609-00000-160		Health/Dental Insurance	\$567.26	41396809910	JULY 2024 PREMIUM
E 101-43100-160		Health/Dental Insurance	\$795.60	41396809910	JULY 2024 PREMIUM
E 101-45200-160		Health/Dental Insurance	\$531.29	41396809910	JULY 2024 PREMIUM
E 101-41500-160		Health/Dental Insurance	\$1,717.06	41396809910	JULY 2024 PREMIUM
E 609-00000-160		Health/Dental Insurance	\$1,348.47	41396809910	JULY 2024 PREMIUM
E 101-41500-160		Health/Dental Insurance	\$1,048.66	41396809910	JULY 2024 PREMIUM
E 101-43100-160		Health/Dental Insurance	\$824.73	41396809910	JULY 2024 PREMIUM
E 101-45200-160		Health/Dental Insurance	\$549.82	41396809910	JULY 2024 PREMIUM
E 101-41500-160		Health/Dental Insurance	\$1,348.47	41396809910	JULY 2024 PREMIUM
E 609-00000-160		Health/Dental Insurance	\$2,477.15	41396809910	JULY 2024 PREMIUM
E 101-41500-160		Health/Dental Insurance	\$1,495.46	41396809910	JULY 2024 PREMIUM
		Total	\$12,703.97		
3585 e	07/08/24	XCEL ENERGY			
E 101-43100-381		Electric Utilities	\$108.49	880729705	MAY 2024 UTILITIES
E 101-45200-381		Electric Utilities	\$108.49	880729705	MAY 2024 UTILITIES
E 651-00000-381		Electric Utilities	\$20.67	880729705	MAY 2024 UTILITIES
E 730-00000-381		Electric Utilities	\$1,972.46	880729705	MAY 2024 UTILITIES
E 770-00000-381		Electric Utilities	\$139.48	880729705	MAY 2024 UTILITIES
E 609-00000-381		Electric Utilities	\$1,557.23	880729705	MAY 2024 UTILITIES
E 101-45200-381		Electric Utilities	\$19.49	880729705	MAY 2024 UTILITIES
E 770-00000-381		Electric Utilities	\$248.60	880729705	MAY 2024 UTILITIES
E 101-43100-381		Electric Utilities	\$53.33	880729705	MAY 2024 UTILITIES
E 101-42260-381		Electric Utilities	\$169.12	880729705	MAY 2024 UTILITIES
E 101-41500-381		Electric Utilities	\$217.24	880729705	MAY 2024 UTILITIES
E 101-43100-386		Street Lights	\$664.87	880729705	MAY 2024 UTILITIES
E 101-45200-381		Electric Utilities	\$18.81	884365150	JUNE 2024 UTILITIES
E 770-00000-381		Electric Utilities	\$23.25	884365150	JUNE 2024 UTILITIES
E 101-43100-386		Street Lights	\$145.93	884365150	JUNE 2024 UTILITIES
		Total	\$5,467.46		
3586 e	07/29/24	CENTER POINT ENERGY			
E 101-42260-383		Gas Utilities	\$72.81		JUNE 2024 UTILITIES
E 101-43100-383		Gas Utilities	\$20.24		JUNE 2024 UTILITIES
E 101-45200-383		Gas Utilities	\$20.25		JUNE 2024 UTILITIES
E 651-00000-383		Gas Utilities	\$3.86		JUNE 2024 UTILITIES
E 730-00000-383		Gas Utilities	\$26.03		JUNE 2024 UTILITIES

***Check Detail Register©**

Batch: JULY 2024 AUTO,JULY2024 CCPMT

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 770-00000-383		Gas Utilities	\$119.18		JUNE 2024 UTILITIES
E 101-41500-383		Gas Utilities	\$106.98		JUNE 2024 UTILITIES
E 609-00000-383		Gas Utilities	\$80.34		JUNE 2024 UTILITIES
Total			\$449.69		
3587 e	07/03/24	PUBLIC EMPLOYEES RETIREMENT			
G 101-21704		PERA	\$2,225.82		07/03/2024 PAYROLL
G 101-21717		PERA	\$2,568.25		07/03/2024 PAYROLL
G 101-21704		PERA	\$2,207.58		07/17/2024 PAYROLL
G 101-21717		PERA	\$2,547.21		07/17/2024 PAYROLL
G 101-21704		PERA	\$2,277.85		07/31/2024 PAYROLL
G 101-21717		PERA	\$2,628.29		07/31/2024 PAYROLL
Total			\$14,455.00		
3588 e	07/08/24	HSA BANK			
G 101-21726		HSA Additional Withholdin	\$50.00		EMPLOYEE CONTRIBUTIONS
E 101-41500-160		Health/Dental Insurance	\$11.25		HSA SERVICE FEE
Total			\$61.25		
3589 e	07/03/24	PITNEY BOWES GLOBAL FINANCIAL			
E 101-43500-322		Postage	\$125.00		TO REPLENISH METERED POSTAGE
E 101-41500-322		Postage	\$70.00		TO REPLENISH METERED POSTAGE
E 101-42260-322		Postage	\$15.00		TO REPLENISH METERED POSTAGE
E 609-00000-322		Postage	\$75.00		TO REPLENISH METERED POSTAGE
E 651-00000-322		Postage	\$15.00		TO REPLENISH METERED POSTAGE
E 730-00000-322		Postage	\$100.00		TO REPLENISH METERED POSTAGE
E 770-00000-322		Postage	\$100.00		TO REPLENISH METERED POSTAGE
E 101-43500-322		Postage	\$125.00		TO REPLENISH METERED POSTAGE
E 101-41500-322		Postage	\$70.00		TO REPLENISH METERED POSTAGE
E 101-42260-322		Postage	\$15.00		TO REPLENISH METERED POSTAGE
E 609-00000-322		Postage	\$75.00		TO REPLENISH METERED POSTAGE
E 651-00000-322		Postage	\$15.00		TO REPLENISH METERED POSTAGE
E 730-00000-322		Postage	\$100.00		TO REPLENISH METERED POSTAGE
E 770-00000-322		Postage	\$100.00		TO REPLENISH METERED POSTAGE
Total			\$1,000.00		
3590 e	07/10/24	KWIK TRIP			
E 101-43100-212		Gas & Oil	\$175.28		JUNE 2024 FUEL
E 101-45200-212		Gas & Oil	\$175.28		JUNE 2024 FUEL
E 651-00000-212		Gas & Oil	\$70.11		JUNE 2024 FUEL
E 730-00000-212		Gas & Oil	\$140.22		JUNE 2024 FUEL
E 770-00000-212		Gas & Oil	\$140.21		JUNE 2024 FUEL
E 101-45200-212		Gas & Oil	\$285.39		JUNE 2024 FUEL
E 101-42260-212		Gas & Oil	\$179.83		JUNE 2024 FUEL
Total			\$1,166.32		
3591 e	07/02/24	FIDELITY SECURITY LIFE			
E 101-41500-160		Health/Dental Insurance	\$30.06	3111758	2024 PREMIUM
E 101-43100-160		Health/Dental Insurance	\$11.60	3111758	2024 PREMIUM
E 101-45200-160		Health/Dental Insurance	\$7.74	3111758	2024 PREMIUM
E 609-00000-160		Health/Dental Insurance	\$40.43	3111758	2024 PREMIUM
Total			\$89.83		
3592 e	07/11/24	CAPITAL ONE TRADE CREDIT			

***Check Detail Register©**

Batch: JULY 2024 AUTO,JULY2024 CCPMT

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 730-00000-400		General Maintenance	\$38.72	H85018/G	OPERATING SUPPLIES - WATER
		Total	\$38.72		
3593 e	07/01/24	METROPOLITAN LIFE INS CO			
E 101-41500-160		Health/Dental Insurance	\$112.68		JULY 2024 PREMIUM
E 101-43100-160		Health/Dental Insurance	\$69.04		JULY 2024 PREMIUM
E 101-45200-160		Health/Dental Insurance	\$46.02		JULY 2024 PREMIUM
E 609-00000-160		Health/Dental Insurance	\$155.98		JULY 2024 PREMIUM
		Total	\$383.72		
3594 e	07/15/24	FLEET FARM			
E 101-43100-210		Operating Supplies	\$132.01	4464	OPERATING SUPPLIES - PW
		Total	\$132.01		
3595 e	07/15/24	AMAZON CAPITAL SERVICES			
E 609-00000-200		Office Supplies	\$61.60	5150660	OFFICE SUPPLIES
E 609-00000-200		Office Supplies	\$57.30	7048255	OFFICE CHAIR - MLS
		Total	\$118.90		
3596 e	07/15/24	ZOOM VIDEO COMMUNICATIONS			
E 101-41500-300		Professional Srvs	\$15.99	INV25810231	JUNE 2024 SERVICE
E 101-42260-327		Annual Technology Mainte	\$15.99	INV25810231	JUNE 2024 SERVICE
		Total	\$31.98		
3597 e	07/15/24	T-MOBILE			
E 101-43100-321		Telephone	\$25.55		MAY 2024 SERVICE
E 101-45200-321		Telephone	\$25.55		MAY 2024 SERVICE
E 651-00000-321		Telephone	\$4.87		MAY 2024 SERVICE
E 730-00000-321		Telephone	\$32.85		MAY 2024 SERVICE
E 770-00000-321		Telephone	\$32.85		MAY 2024 SERVICE
		Total	\$121.67		
		10100	\$37,792.25		

Fund Summary**10100 4M FUND**

101 GENERAL FUND	\$27,624.76
609 MUNICIPAL LIQUOR FUND	\$6,641.06
651 STORM WATER FUND	\$129.51
730 WATER FUND	\$2,410.28
770 SEWER FUND	\$986.64
	\$37,792.25

Report Criteria:

Report type: Summary

Check Number	Check Issue Date	Payee	Amount
15359	08/22/2024	Amazon Capital Services	147.98
15360	08/22/2024	ANOKA COUNTY	20.00
15361	08/22/2024	APPLIED CONCEPTS, INC	6,371.00
15362	08/22/2024	Arthur Ray McCoy	2,000.00
15363	08/22/2024	Barna, Guzy & Steffen Ltd.	231.00
15364	08/22/2024	Capital One Trade Credit	75.38
15365	08/22/2024	CONNEXUS ENERGY	1,758.11
15366	08/22/2024	GEORGE'S INC	522.00
15367	08/22/2024	Group Health Non-Patient A/R	74.40
15368	08/22/2024	Language Line Services	235.87
15369	08/22/2024	MHSRC/RANGE	1,020.00
15370	08/22/2024	MIDWAY FORD INC	573.69
15371	08/22/2024	OFFICE OF MN IT SERVICES	44.60
15372	08/22/2024	O'REILLY AUTOMOTIVE, INC	6.59
15373	08/22/2024	OTTER LAKE ANIMAL CARE	190.00
15374	08/22/2024	Pomp's Tire Service Inc	1,819.72
2024064	08/22/2024	HEALTH PARTNERS	13,689.65
2024065	08/22/2024	WEX BANK	4,396.91
Grand Totals:			33,176.90

M = Manual Check, V = Void Check

City of Lexington

*Cash Balances

Current Period July 2024

Fund	2024 Begin Balance	Receipts	Disbursements	Transfers		JE Payroll	Balance
				Rec/Disb	Journal Entries		
10100 4M FUND							
101 GENERAL FUND	\$1,638,123.75	\$1,372,036.49	\$1,146,235.91	\$0.00	\$117,321.94	(\$61,089.74)	\$1,920,156.53
220 LOVELL BUILDING	\$612,667.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$612,667.15
229 ARPA FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
310 CAPITAL PROJEC	\$956,202.64	\$267,610.98	\$195,098.00	\$0.00	(\$201,500.00)	\$0.00	\$827,215.62
320 TIF #3	\$75,790.98	\$88,205.00	\$157,732.05	\$0.00	\$0.00	\$0.00	\$6,263.93
330 WATER CAPITAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
360 05 STREET-EDGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
370 SEWER CAPITAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
405 PARK DEDICATIO	\$59,787.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$59,787.39
417 17 STREET IMPRO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
418 LAKE DRIVE PROJ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
419 19 JACKSON AVE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
421 2021 STREET IMP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
422 2022 STREET IMP	\$71,448.17	\$2,657.60	\$0.00	\$0.00	\$0.00	\$0.00	\$74,105.77
423 2023 STREET IMP	\$2,693.91	\$5,935.42	\$788.34	\$0.00	\$0.00	\$0.00	\$7,840.99
424 2024 STREET IMP	\$0.00	\$0.00	\$35,218.54	\$0.00	\$201,500.00	\$0.00	\$166,281.46
430 12 HAMLINE AVE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
435 13 STREET IMPRO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
440 15 STREET IMPRO	\$16,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,500.00
445 16 STREET IMPRO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
551 16 NORTH METRO	\$0.00	\$4,121.75	\$0.00	\$0.00	\$0.00	\$0.00	\$4,121.75
585 04 STREET-OAK L	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
591 14 STREET-VARIO	\$135,193.79	\$32,825.58	\$60,478.98	\$0.00	\$0.00	\$0.00	\$107,540.39
592 15 STREET-VARIO	\$317,275.49	\$65,196.53	\$106,275.00	\$0.00	\$0.00	\$0.00	\$276,197.02
599 POLICE BUILDING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
609 MUNICIPAL LIQUO	\$633,087.99	\$1,222.96	\$1,616,944.95	\$0.00	\$1,810,100.71	(\$282,341.28)	\$545,125.43
625 FARMERS MARKE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
650 PROPERTY MAINT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
651 STORM WATER F	(\$95,664.22)	\$61,680.63	\$29,552.79	\$0.00	\$0.00	(\$12,777.63)	(\$76,314.01)
730 WATER FUND	\$420,648.06	\$150,214.08	\$111,591.68	\$0.00	(\$2,375.00)	(\$55,187.02)	\$401,708.44
770 SEWER FUND	\$1,096,294.15	\$187,044.68	\$250,175.00	\$0.00	\$0.00	(\$49,759.93)	\$983,403.90
	\$5,940,049.25	\$2,238,751.70	\$3,710,091.24	\$0.00	\$1,925,047.65	(\$461,155.60)	\$5,932,601.76

City of Lexington
***Fund Summary -**
Budget to Actual©
 July 2024

08/23/24 12:16 PM

Page 1

	2024 YTD Budget	July MTD Amount	2024 YTD Amount	2024 YTD Balance	2024 % YTD Budget
FUND 101 GENERAL FUND					
Revenue	\$2,466,901.35	\$1,194,629.42	\$1,576,674.81	\$890,226.54	63.91%
Expenditure	\$2,466,901.36	\$220,985.30	\$1,246,170.54	\$1,220,730.82	50.52%
		\$973,644.12	\$330,504.27		
FUND 220 LOVELL BUILDING					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
FUND 229 ARPA FUND					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
FUND 310 CAPITAL PROJECTS					
Revenue	\$389,624.62	\$85,348.73	\$210,235.79	\$179,388.83	53.96%
Expenditure	\$511,000.00	\$1,263.93	\$384,322.26	\$126,677.74	75.21%
		\$84,084.80	-\$174,086.47		
FUND 320 TIF #3					
Revenue	\$190,351.00	\$88,205.00	\$88,205.00	\$102,146.00	46.34%
Expenditure	\$269,381.10	\$79,910.75	\$157,732.05	\$111,649.05	58.55%
		\$8,294.25	-\$69,527.05		
FUND 405 PARK DEDICATION FEE FUND					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$50,000.00	\$0.00	\$0.00	\$50,000.00	0.00%
		\$0.00	\$0.00		
FUND 419 19 JACKSON AVE					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
FUND 421 2021 STREET IMPROVEMENTS					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
FUND 422 2022 STREET IMPROVEMENTS					
Revenue	\$4,196.22	\$2,657.60	\$2,657.60	\$1,538.62	63.33%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$2,657.60	\$2,657.60		
FUND 423 2023 STREET IMPROVEMENTS					
Revenue	\$4,649.30	\$3,380.92	\$5,935.42	-\$1,286.12	127.66%
Expenditure	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00%
		\$3,380.92	\$5,935.42		

City of Lexington
***Fund Summary -**
Budget to Actual©
 July 2024

08/23/24 12:16 PM
 Page 2

	2024 YTD Budget	July MTD Amount	2024 YTD Amount	2024 YTD Balance	2024 % YTD Budget
FUND 424 2024 STREET IMPROVEMENTS					
Revenue	\$201,500.00	\$0.00	\$201,500.00	\$0.00	100.00%
Expenditure	\$201,500.00	\$4,532.54	\$35,218.54	\$166,281.46	17.48%
		<u>-\$4,532.54</u>	<u>\$166,281.46</u>		
FUND 551 16 NORTH METRO GO					
Revenue	\$4,121.75	\$0.00	\$4,121.75	\$0.00	100.00%
Expenditure	\$4,121.75	\$0.00	\$0.00	\$4,121.75	0.00%
		<u>\$0.00</u>	<u>\$4,121.75</u>		
FUND 591 14 STREET-VARIOUS					
Revenue	\$58,120.19	\$32,248.92	\$32,248.92	\$25,871.27	55.49%
Expenditure	\$60,478.98	\$0.00	\$60,478.98	\$0.00	100.00%
		<u>\$32,248.92</u>	<u>-\$28,230.06</u>		
FUND 592 15 STREET-VARIOUS					
Revenue	\$101,669.58	\$64,390.65	\$64,390.65	\$37,278.93	63.33%
Expenditure	\$106,275.00	\$0.00	\$106,275.00	\$0.00	100.00%
		<u>\$64,390.65</u>	<u>-\$41,884.35</u>		
FUND 609 MUNICIPAL LIQUOR FUND					
Revenue	\$3,696,000.00	\$333,873.03	\$1,987,198.76	\$1,708,801.24	53.77%
Expenditure	\$3,696,000.00	\$306,418.29	\$1,924,131.16	\$1,771,868.84	52.06%
		<u>\$27,454.74</u>	<u>\$63,067.60</u>		
FUND 651 STORM WATER FUND					
Revenue	\$95,569.00	\$8,832.29	\$54,862.00	\$40,707.00	57.41%
Expenditure	\$95,569.30	\$3,262.32	\$35,792.80	\$59,776.50	37.45%
		<u>\$5,569.97</u>	<u>\$19,069.20</u>		
FUND 730 WATER FUND					
Revenue	\$286,530.00	\$7,579.54	\$138,946.74	\$147,583.26	48.49%
Expenditure	\$286,529.96	\$14,141.74	\$141,611.50	\$144,918.46	49.42%
		<u>-\$6,562.20</u>	<u>-\$2,664.76</u>		
FUND 770 SEWER FUND					
Revenue	\$297,500.00	\$10,521.50	\$175,919.83	\$121,580.17	59.13%
Expenditure	\$473,810.96	\$52,015.52	\$292,668.07	\$181,142.89	61.77%
		<u>-\$41,494.02</u>	<u>-\$116,748.24</u>		
Report Total		<u>\$1,149,137.21</u>	<u>\$158,496.37</u>		

**CITY OF LEXINGTON
COUNTY OF ANOKA
STATE OF MINNESOTA**

RESOLUTION NO. 24-15

A RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT

WHEREAS, by a resolution passed by the council on August 15, 2024, the city clerk was directed to prepare a proposed assessment of the cost of for the 2024 Street Improvements project on of the following streets:

Griggs Avenue between Flowerfield Road and Restwood Road and Griggs Avenue between Approximately 375 feet North of Restwood Road (to exclude the new bituminous overlay at Lexington Lofts) and Lake Drive); by milling the surface and placing a bituminous overlay with street patching and repairs to the concrete curb and valley gutters, and storm sewer repairs as needed and

WHEREAS, the clerk has notified the council that such proposed assessment has been completed and filed in his/her office for public inspection,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEXINGTON, ANOKA COUNTY, STATE OF MINNESOTA,

WHEREAS, A hearing shall be held at 7:00 p.m. on October 3, 2024 in the city hall located at 9180 Lexington Avenue, Lexington, MN 55014 to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

WHEREAS, The city clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and he/she shall state in the notice the total cost of the improvement. He/She shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

WHEREAS, The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City of Lexington, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. An owner may at any time thereafter, pay to the City of Lexington the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LEXINGTON THE 5th DAY OF SEPTEMBER, 2024.

Gary Grote, Mayor

ATTEST:

Bill Petracek, City Administrator

**CITY OF LEXINGTON
COUNTY OF ANOKA
STATE OF MINNESOTA**

**RESOLUTION NO. 24-16
RESOLUTION CERTIFYING PROPOSED
TAX LEVY REQUIREMENTS FOR 2025
TO ANOKA COUNTY FOR COLLECTION**

**BE IT RESOLVED BY THE CITY COUNCIL OF LEXINGTON,
MINNESOTA** as follows:

1. That there is hereby levied upon all taxable property in the City of Lexington a direct ad valorem tax in the year 2024 payable in 2025.

General Fund Levy:	\$ 1,457,677.89
--------------------	-----------------

Debt Service:

G.O. Improvement Bonds, Series 2014A:	\$ 69,418.12
---------------------------------------	--------------

G.O. Improvement Bonds, Series 2017A:	\$ 55,341.38
---------------------------------------	--------------

G.O. Abatement Bonds, Series 2017A:	\$ 22,207.50
-------------------------------------	--------------

Total Debt Service	<u>\$ 146,967.00</u>
--------------------	----------------------

TOTAL	\$ 1,604,644.89
--------------	------------------------

The 2024 debt service levy, collectible in 2025, for G.O. Capital Notes Series 2016A is cancelled and is to be covered by Franchise fees.

2. That the Finance Director is hereby instructed to certify the above total proposed levy to the County Auditor of Anoka County, Minnesota.

PASSED and adopted by the Lexington City Council this the 5th day of September 2024.

Gary Grote, Mayor

ATTEST:

Bill Petracek, City Administrator

To: Lexington City Council
From: Bill Petracek, City Administrator
Date: August 30, 2024
Re: Memorial Park bathroom remodel – MSA Consultants contract

This item approves the contract with MSA Consultants to design and prepare specifications for the Memorial Park bathroom remodel project.

There are two versions of the contract;

1. **Contract version #1** would approve a contract for the architect to design option #2 of the proposed remodeling of the bathrooms, only. Option #2 would provide handicap accessibility to the bathrooms and this set of plans would be the only version we would obtain bids for construction.

The contractual costs to design only option #2 of the proposed remodel is \$23,500

2. **Contract version #2** would approve a contract for the architect to design option #1 and option #2 of the proposed remodeling of the bathrooms. Option #1 would provide no changes to handicap accessibility; whereas, Option #2 would provide complete handicap accessibility to the bathrooms. We would solicit bids for both versions of plans following their approval.

The costs to design option #1 and option #2 for bidding purposes would be \$41,500



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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 26th day of August in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Lexington, MN
9180 Lexington Avenue
Lexington, MN 55014
(763) 784-2792

and the Architect:
(Name, legal status, address and other information)

MSA Professional Services, Inc (MSA)
60 Plato Boulevard East
St. Paul, MN, 55107-1835

for the following Project:
(Name, location and detailed description)

Lexington Memorial Park Restroom Upgrades
9100 Hamline Avenue N
Lexington, MN 55014

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Work of this Agreement will use the information developed as described in Exhibit A

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Reference Exhibit A

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Project Budget to be determined .

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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Reference Exhibit A

.2 Construction commencement date:

Reference Exhibit A

.3 Substantial Completion date or dates:

Reference Exhibit A

.4 Other milestone dates:

Reference Exhibit A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bidding.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Unknown at time of execution

(Paragraph deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Bill Petracek, City Administrator
City of Lexington
9180 Lexington Avenue
Lexington, MN 55014

(Paragraphs deleted)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Tim Bicknell, AIA
MSA Professional Services
60 Plato Boulevard East
St. Paul, MN 55107-1835

(Paragraphs deleted)

§ 1.1.12 Other Initial Information on which the Agreement is based:

Reference Exhibit A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the

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Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraphs deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1.0) for each occurrence and two million (\$ 2.0) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1.0) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1.0) each accident, one million (\$ 1.0) each employee, and one million (\$ 1.0) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million (\$ 5.0) per claim and ten million (\$ 10.0) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review laws, codes, and regulations applicable to the Architect's services.

(Paragraphs deleted)

§ 3.2.5 Based on the preliminary design in Exhibit C, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

(Paragraphs deleted)

§ 3.2.6 The Architect shall submit to the Owner an updated estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents

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including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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(Paragraphs deleted)

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service.

Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not Provided.
§ 4.1.1.2 Multiple preliminary designs	Not Provided.
§ 4.1.1.3 Measured drawings	Not Provided.

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.4 Existing facilities surveys	Not Provided.
§ 4.1.1.5 Site evaluation and planning	Not Provided.
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided.
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided.
§ 4.1.1.8 Civil engineering	Not Provided.
§ 4.1.1.9 Landscape design	Owner
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided.
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided.
§ 4.1.1.13 On-site project representation	Not Provided.
§ 4.1.1.14 Conformed documents for construction	Not Provided.
§ 4.1.1.15 As-designed record drawings	Not Provided.
§ 4.1.1.16 As-constructed record drawings	Not Provided.
§ 4.1.1.17 Post-occupancy evaluation	Not Provided.
§ 4.1.1.18 Facility support services	Not Provided.
§ 4.1.1.19 Tenant-related services	Not Provided.
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided.
§ 4.1.1.21 Telecommunications/data design	Not Provided.
§ 4.1.1.22 Security evaluation and planning	Not Provided.
§ 4.1.1.23 Commissioning	Not Provided.
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided.
§ 4.1.1.25 Fast-track design services	Not Provided.
§ 4.1.1.26 Multiple bid packages	Not Provided.
§ 4.1.1.27 Historic preservation	Not Provided.
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided.
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided.
§ 4.1.1.30 Other Supplemental Services	Not Provided.

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Reference Exhibit A.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

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- .1 Two (2) review of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Two (2) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents (included in one of the site visits in item #2).
- .4 One (1) inspections for any portion of the Work to determine final completion (included in one of the site visits in item #2)..

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within fifteen (15) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

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§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar

conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be with additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of

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action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

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☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

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16

Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$0.00

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project

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if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted)

Reference Exhibit A.

(Paragraphs deleted)

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User Notes:

(1886340935)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Stipulated sum based on a defined scope of work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Stipulated sum based on a defined scope of work.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: Reference Exhibit A.

(Table deleted)

(Table deleted)

(Paragraphs deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1

(Paragraphs deleted)

Permitting and other fees required by authorities having jurisdiction over the Project;

.2 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

.3 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

.4 All taxes levied on professional services and on reimbursable expenses;

(Paragraphs deleted)

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30)

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days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 % per month

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

(Paragraphs deleted)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibits A.

(Paragraphs deleted)

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Bill Petracek City Administrator, Lexington, MN
(Printed name and title)

ARCHITECT (Signature)

Tim Bicknell, AIA Architecture Team Leader
(Printed name, title, and license number, if required)

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20

**EXHIBIT A:
SCOPE OF SERVICES**

I. PROJECT DESCRIPTION

The City of Lexington, MN is looking to renovate two existing restroom spaces in the Lexington Memorial Park building, located at 9100 Hamline Ave N, Lexington MN 55014.

The two existing restroom spaces will be redesigned to be converted into two ADA compliant single user restrooms.

- Redesign of the layout of restrooms to accommodate ADA clearances
- New paint on walls
- Removal of existing stall partitions and lavs
- Removal of existing light fixtures and replacement of with new fixtures
- Removal of existing restroom accessories and replacement with new accessories (including paper towel dispensers, toilet paper dispensers, mirrors, grab bars etc.)
- New ceiling finish, potentially FRP panels.
- Addition of diaper changing stations

Approximate Project Schedule	<u>2024</u>
a. Schematic Design Start	September 9 th
b. Construction Documents Issued	Mid-October
<u>Tentative (TBD)</u>	
c. Bidding	October
d. Award Project	October
e. Pre-Construction Meeting	October
f. Construction Administration	October-December

II. SCOPE OF SERVICES

MSA will provide services as set forth below.

Architectural Design and Documentation

Mechanical/Electrical/Plumbing Engineering Documentation

Schematic Design

MSA will create schematic drawings and narrative in order to confirm design, layout & materials with the Owner to be presented at a virtual meeting. These will include the following:

- Floor Plan
- Ceiling Plan
- Interior elevations
- Materials Narrative

Construction Documents

MSA will create construction drawings and specifications. These will include the following:

- Floor Plan

- Reflected Ceiling Plan
- Interior elevations
- Details
- Material Specifications

Bidding and Construction Administration

MSA will answer questions during the bidding process and once awarded, MSA will hold a pre-construction meeting with the selected contractor.

During Construction, MSA will provide construction administration services to include the following:

- RFI responses
- Submittal Reviews
- (2) Site visits during construction with field report and punch list on visit #2

Services not included

1. Asbestos and hazardous material inspections
2. Exterior lighting
3. Security Camera system
4. Public engagement meetings

III. COMPENSATION

MSA shall perform the above-stated services for the fee as follows:

Proposed Lump Sum Fee:

-Floor Plan	\$3,500
-Reflected Ceiling Plan	\$2,000
-Interior Elevations	\$2,000
-Details	\$3,500
-Material Specifications	\$7,000
-Meetings	\$1,500
Total	\$19,500

Construction Administration Services

-Construction Admin	\$4,000
---------------------	----------------

Total \$23,500

The proposed lump sum fees include reimbursable expenses for travel to the site for construction administration activities.

I. PROJECT DESCRIPTION

The City of Lexington, MN is looking to renovate two existing restroom spaces in the Lexington Memorial Park building, located at 9100 Hamline Ave N, Lexington MN 55014.

Two options will be explored as summarized below:

- **Option 1**

The two existing restroom spaces will get cosmetic upgrades which will include the following:

- New paint on walls
- Removal of existing stall partitions and replacement with new partitions
- Removal of existing light fixtures and replacement of with new fixtures
- Removal of existing restroom accessories and replacement with new accessories (including paper towel dispensers, toilet paper dispensers, mirrors, etc.)
- New ceiling finish, potentially FRP panels.
- The building code will need to be studied to determine if the existing urinal can be removed.

- **Option 2**

The two existing restroom spaces will be redesigned to be converted into two ADA compliant single user restrooms.

- Redesign of the layout of restrooms to accommodate ADA clearances
- New paint on walls
- Removal of existing stall partitions and lavs
- Removal of existing light fixtures and replacement of with new fixtures
- Removal of existing restroom accessories and replacement with new accessories (including paper towel dispensers, toilet paper dispensers, mirrors, grab bars etc.)
- New ceiling finish, potentially FRP panels.
- Addition of diaper changing stations

Approximate Project Schedule

a. Schematic Design Start	<u>2024</u> September 9 th
b. Construction Documents Issued	Mid-October
<u>Tentative (TBD)</u>	
c. Bidding	October
d. Award Project	October
e. Pre-Construction Meeting	October
f. Construction Administration	October-December

II. SCOPE OF SERVICES

MSA will provide services as set forth below.

Architectural Design and Documentation

Mechanical/Electrical/Plumbing Engineering Documentation

Schematic Design

MSA will create schematic drawings and narrative in order to confirm design, layout & materials with the Owner to be presented at a virtual meeting. These will include the following:

Option 1

- Floor Plan
- Materials Narrative

Option 2

- Floor Plan
- Ceiling Plan
- Interior elevations
- Materials Narrative

Construction Documents

MSA will create construction drawings and specifications. These will include the following:

Option 1

- Floor Plan
- Material Specifications

Option 2

- Floor Plan
- Reflected Ceiling Plan
- Interior elevations
- Details
- Material Specifications

Bidding and Construction Administration

MSA will answer questions during the bidding process and once awarded, MSA will hold a pre-construction meeting with the selected contractor.

During Construction, MSA will provide construction administration services to include the following:

- RFI responses
- Submittal Reviews
- (3) Site visits during construction with field reports and punch list on visit #3

Services not included

1. Asbestos and hazardous material inspections
2. Exterior lighting
3. Security Camera system
4. Public engagement meetings

III. COMPENSATION

MSA shall perform the above-stated services for the fee as follows:

Proposed Lump Sum Fee:

Option 1

-Floor Plan	\$3,500
-Material Specifications	\$6,500
-Meetings	\$1,500
-Bidding	\$500
-Construction Admin	\$4,500

Total Fee Option 1 \$16,500

Option 2

-Floor Plan	\$3,500
-Reflected Ceiling Plan	\$2,000
-Interior Elevations	\$2,000
-Details	\$3,500
-Material Specifications	\$7,000
-Meetings	\$1,500
-Bidding	\$500
-Construction Admin	\$5,000

Total Fee Option 2 \$25,000

The proposed lump sum fees include reimbursable expenses for travel to the site for construction administration activities.



Centennial Lakes Police Department

54 North Road, Circle Pines, MN 55014 (763) 784-2501 Fax (763) 784-0082

TO: Centennial Lakes Joint Police Governing Board
FROM: Chief Mork
RE: 2025 Budget
DATE: 07/26/24

The 2025 Centennial Lakes Police Department proposed budget is hereby submitted for your review and consideration. The recommended budget is **\$3,485,640**, up from the 2024 budget of **\$3,362,264**. The 2025 budget is a **3.7 percent** increase in expenditures as compared to the **8.3 percent** increase last year. There are moderate increases in expenses related to Metro INET, and Property/Liability Insurance. Full-time salaries increased 7.4 percent, largely due to adding an additional officer position, and partly due to STEP and COLA increases. Notable increases to specific line items in the 2025 budget are as follows:

- Salaries Full-time **increased 7.4% or \$126,617**
- PERA Contributions **increased 6.9% or \$22,221**
- Insurance/Health/Life/Disability/Dental/EAP **increased 6.4% or \$14,486**
- Metro INET increased **6.6% or \$6,060**
- Anoka County PSDS increased **33.8% or \$6,580**

The 2025 proposed budget allows the Centennial Lakes Police Department to continue to serve our communities effectively and efficiently with Courage and Compassion. The possible addition of one officer if we receive the COPS Grant, will help us ease the increasing demands on our officers. If CLPD is awarded a COPS Grant, we will receive \$125,000 for the officer position to help assist with the cost of hiring a new police officer. The \$125,000 can be utilized over a three-year period during which time we could prepare our budget to fully absorb the cost of the officer beginning with their fourth year. We believe this officer position will help us address the increasing rental housing calls for service, business construction/development patrols, increasing investigative issues, and quality of life issues, all while providing the best public safety services possible to the cities of Centerville, Circle Pines, and Lexington. Our goal is to be fiscally responsible while maximizing the benefit of each and every dollar available. I'd be happy to provide clarification or answer any questions you may have.



CENTENNIAL LAKES POLICE DEPARTMENT

2025 PROPOSED BUDGET

ACCOUNT DESCRIPTION	ACTUAL 2019	ACTUAL 2020	ACTUAL 2021	ACTUAL 2022	ACTUAL 2023	ACTUAL 5/31/2024	BUDGET 2024	PROPOSED 2025	CHANGE \$	%
REVENUES										
Contract Revenues										
Circle Pines Contract	1,005,043	1,072,072	1,086,953	1,132,584	1,142,028	529,385	1,270,524	1,273,448	2,924	0.2%
Lexington Contract	698,862	693,778	731,591	806,723	966,224	400,290	960,697	987,193	26,496	2.8%
Centerville Contract	867,428	861,589	835,327	897,379	954,583	453,976	1,089,543	1,118,999	29,456	2.7%
Amount to be Provided by Cities	2,571,333	2,627,439	2,653,872	2,836,686	3,062,835	1,383,652	3,320,764	3,379,640	58,876	1.8%
Intergovernmental										
Grants - Federal	1,712	104,523	(2,970)	11,612	14,473	403	7,500	7,500	-	0.0%
DOJ Vest Reimbursement, TZO	-	-	-	-	-	-	-	-	-	0.0%
Federal - FEMA Grants	-	-	-	-	-	-	-	-	-	0.0%
State Training Reimbursement	14,913	14,114	16,486	16,237	11,112	-	14,000	14,000	-	0.0%
State Grants/Reimbursements	2,191	-	3,850	1,139	1,163	1,116	-	-	-	0.0%
Vest Reimbursement	-	-	-	-	-	-	-	-	-	0.0%
State Benefit Reimbursement	-	-	6,283	3,630	-	-	-	-	-	0.0%
Injured prior employees' health care	-	-	-	-	-	-	-	-	-	0.0%
State Grants - Other	-	-	-	-	-	-	-	-	-	0.0%
Anoka County Grants	6,651	1,907	28,690	-	-	-	-	-	-	0.0%
Other Local Govt Grants	3,750	-	975	-	143	-	3,500	3,500	-	0.0%
MARCANA	-	-	-	-	-	-	-	-	-	0.0%
Total Intergovernmental	29,217	120,544	53,313	32,619	26,891	1,519	25,000	25,000	-	0.0%
Miscellaneous										
Copies/Report Records/Notary	552	724	421	417	925	230	500	500	-	0.0%
Interest on Investments	17,450	3,840	243	10,406	44,082	24,634	3,000	22,500	19,500	650.0%
Miscellaneous	1,076	3,379	8,679	6,363	3,282	3,357	3,000	3,000	-	0.0%
Detox Transportation	-	13,195	5,301	14,864	-	8,879	10,000	10,000	-	0.0%
Vehicle & Equipment Sales	-	-	100	150	1,000	-	-	-	-	0.0%
Donations	500	-	-	-	-	-	-	-	-	0.0%
Total Miscellaneous	19,588	21,137	14,743	32,200	49,289	37,100	16,500	36,000	19,500	118.2%
Other Funding										
Transfers in from Forfeitures	-	-	-	-	-	-	-	-	-	-
Transfers in from Reserves	-	-	-	-	-	-	-	45,000	45,000	-
Total Other Funding	-	-	-	-	-	-	-	45,000	45,000	-
TOTAL REVENUE	2,620,138	2,769,120	2,721,928	2,901,504	3,139,015	1,385,170	3,362,264	3,485,640	123,376	3.7%
TOTAL EXPENDITURES	2,608,562	2,778,627	2,836,570	3,035,961	2,963,226	1,438,410	3,362,264	3,485,640	123,376	3.7%
REVENUES OVER (UNDER) EXPENDITURES	11,577	(9,507)	(114,641)	(134,456)	175,789	(53,240)	-	(0)	(0)	-



CENTENNIAL LAKES POLICE DEPARTMENT

2025 PROPOSED BUDGET

44.

2025 PROPOSED BUDGET

ACCOUNT DESCRIPTION	ACTUAL 2019	ACTUAL 2020	ACTUAL 2021	ACTUAL 2022	ACTUAL 2023	ACTUAL 5/31/2024	BUDGET 2024	PROPOSED 2025	CHANGE	
									\$	%
EXPENDITURES										
Personnel										
101 Salaries-Full Time	1,356,151	1,392,019	1,457,667	1,439,559	1,489,812	640,219	1,719,517	1,846,134	126,617	7.4%
102 Salaries-Overtime	42,401	32,065	55,951	84,317	89,170	36,038	45,000	45,000	-	0.0%
103 Salaries-Part Time	93,143	106,068	94,285	72,401	72,225	35,321	123,418	115,789	(7,629)	-6.2%
104 Salaries - Holiday/Performance Pay/Corporal	72,538	51,051	53,613	48,579	50,541	19,575	76,629	81,168	4,539	5.9%
121 PERA	240,049	254,680	270,118	271,246	281,517	127,519	321,120	343,341	22,221	6.9%
122 Social Security	13,076	13,895	13,213	12,479	12,848	5,689	16,174	15,956	(218)	-1.3%
123 Medicare	21,819	22,991	23,705	24,253	24,964	10,125	28,487	30,277	1,790	6.3%
130 Health/Life/Disability/Dental Insurance/EAP	199,604	184,815	194,642	206,491	209,457	131,348	226,036	240,522	14,486	6.4%
135 Misc Personal Services	65,000	117,055	6,059	63,979	60,047	7,500	2,500	2,500	-	0.0%
Hiring Bonus, Settlements, Severance										
150 Workers' Compensation Insurance	75,281	105,678	123,544	113,604	107,560	121,302	125,000	125,000	-	0.0%
Total Personnel Costs	2,179,063	2,280,317	2,292,796	2,336,907	2,398,141	1,134,637	2,683,881	2,845,687	161,806	6.0%
Supplies										
201 Office/Copying/Computer Supplies	5,838	8,846	4,973	7,571	7,630	4,511	8,500	7,000	(1,500)	-17.6%
Photo copier supplies, paper, drums, toner										
Computer supplies, postage meter supplies										
Ticket writer supplies										
202 Cleaning Supplies	2,302	3,598	1,789	2,791	2,728	908	2,500	2,500	-	0.0%
Cleaning supplies and equipment										
paper products, bulbs, trash bags										
203 Printed Forms	799	973	1,150	2,348	690	631	1,000	750	(250)	-25.0%
Checks, envelopes, letterhead, business cards										
211 Intoxilyzer Supplies	80	84	1,353	605	104	-	300	300	-	0.0%
212 Fuel - Vehicle fuel	33,918	24,956	42,833	51,747	43,306	13,345	40,000	40,000	-	0.0%
213 Vehicle Supplies [Inactive - moved to F906/or use E404]	69	39	-	-	-	-	-	-	-	0.0%
Oil and lubes, anti-freeze and fluids,										
Windshield wipers, fuses, connectors										
215 Field Equipment	8,089	12,420	5,376	11,150	15,424	2,584	15,130	15,130	-	0.0%
Ammunition, Tasers, Firearms,										
Firearm cleaning supplies, targets, protective										
equipment, duty cartridges, batteries,										
simulators, training equipment, magazines,										
2024 & 2025-Mobile Field Force (qty 2)-PPE										
216 Medical/Fire Supplies	5,598	3,156	1,697	2,111	1,898	553	3,000	3,000	-	0.0%
Fire extinguishers, vaccinations										
Defib. batteries, airways, face masks										
217 Investigative Supplies	1,048	1,068	1,848	1,614	2,165	489	2,500	2,500	-	0.0%
Digital processing, cameras, binoculars										
218 Uniforms	17,723	20,453	16,525	18,894	25,620	8,186	20,075	17,700	(2,375)	-11.8%
Office/Chief/Capt/Sergeants Misc										
Annual officer/detective allowance (qty 12)										
	4,500									
	9,900									



CENTENNIAL LAKES POLICE DEPARTMENT

2025 PROPOSED BUDGET

45.

ACCOUNT DESCRIPTION		ACTUAL 2019	ACTUAL 2020	ACTUAL 2021	ACTUAL 2022	ACTUAL 2023	ACTUAL 5/31/2024	BUDGET 2024	PROPOSED 2025	CHANGE \$	CHANGE %
219 New officer hire (qty 1)		1,275	1,017	1,851	7	2,564	3,318	6,000	4,000	(2,000)	-33.3%
Supplies, School Safety, NTU, Promotional											
Total Supplies		76,738	76,609	79,394	98,839	102,129	34,525	99,005	92,880	(6,125)	-6.2%
Contracted Services											
301 Auditing and Accounting Services		15,695	15,785	16,335	16,340	18,310	13,410	18,855	19,601	746	4.0%
302 Consulting		-	-	-	139	104	121	-	-	-	-
304 Legal Fees - Commission legal counsel		13,954	10,744	1,323	3,092	2,400	2,167	5,000	5,000	-	0.0%
305 Legal Fees - Labor Relations		1,276	-	-	-	-	-	2,500	2,500	-	0.0%
306 Personnel Testing		2,351	4,774	4,254	4,919	8,026	4,342	5,500	5,500	-	0.0%
Pre-employment testing, drug screening											
Psychological testing, medical screening											
307 Consulting		-	23,015	-	-	33	-	-	-	-	-
314 Animal Control		-	-	-	656	820	354	-	-	-	-
315 Technology/Body-Cams		10,641	13,824	12,934	18,208	17,492	16,872	17,072	19,072	2,000	11.7%
Cloud Storage											
320 Metro INET (IT)		-	47,080	55,167	59,947	85,884	38,345	92,026	98,086	6,060	6.6%
Network, IT service, internet, firewall protection, phone											
321 Communications		22,427	18,289	16,799	12,933	11,945	4,278	12,000	12,500	500	4.2%
Telephone (non Metro INET), cell, wifi, broadband											
Anoka County Translator											
322 Postage		945	1,067	1,121	951	1,328	222	1,000	1,000	-	0.0%
Postage, UPS, Pitney Bowes, supplies											
331 Travel/Training		19,293	20,073	22,722	20,358	20,886	11,497	22,000	22,000	-	0.0%
Training and conference tuition, meals, lodging											
361 Property/Liability Insurance		49,002	52,982	57,879	59,634	65,258	68,835	68,197	70,876	2,679	3.9%
Mileage reimbursement, Lexipol training											
380 Utilities		37,451	32,674	30,185	29,580	28,619	10,656	35,000	33,750	(1,250)	-5.0%
Prof. liability, property, vehicles, building											
Centennial Utilities, Connexus											
386 MDT/Laptop Access, 800 MHz Radio Fees		10,458	9,936	10,518	10,371	10,410	4,535	11,000	9,800	(1,200)	-10.9%
MDT access, Dakota County Contract/Emerging											
State Computer Contract, CIDM, Verizon											
387 Anoka County PSDS Contract		13,411	15,544	17,333	18,645	19,443	21,586	19,443	26,023	6,580	33.8%
Total Contracted Services		196,902	265,786	246,570	265,774	290,958	197,321	309,593	325,208	15,615	5.0%
Maintenance											
401 Building/Grounds Maintenance		46,692	49,823	45,081	44,666	40,029	17,829	47,500	45,500	(2,000)	-4.2%
Grounds maintenance, snow removal											
Building maintenance and repairs,											
Building cleaning contract, City Solid Waste Tax											
402 Computer Security		677	-	-	-	-	-	-	-	-	-
403 Office Equipment Maintenance		20,639	6,076	1,831	2,302	1,930	932	2,000	2,000	-	0.0%
Copier, MDT, website & other office equip. repairs											

46.



CENTENNIAL LAKES POLICE DEPARTMENT

2025 PROPOSED BUDGET

ACCOUNT DESCRIPTION	ACTUAL 2019	ACTUAL 2020	ACTUAL 2021	ACTUAL 2022	ACTUAL 2023	ACTUAL 5/31/2024	BUDGET 2024	PROPOSED 2025	CHANGE	
									\$	%
404 Vehicle Repair & Maintenance Vehicle repairs and parts, car wash, tires	22,598	28,226	35,059	24,957	31,621	9,726	26,500	26,500		0.0%
405 Equipment Repair and Maintenance Police equipment repair, weapons, radar	1,161	453	764	505	399	431	1,000	1,000		0.0%
433 Dues 800 MHz radios, taser maintenance & repair	1,866	1,008	1,066	2,617	1,889	2,070	1,500	2,340	840	56.0%
MACA 50, RESERVE OFFICERS 250, TCALMC 300										
FBI 200, MPROA 100, PLEAA 50, MCPA 50										
POST Licenses, IAPE										
435 Subscriptions and Books Subscriptions-CrimeDex 80, legal publications				139	34					
440 Bank Service Fees					2	2				
495 Miscellaneous Governing Board expenses (ie: plaques, flowers)	4,764	1,041	237	532	827	104	1,000	1,000	-	0.0%
Volunteer recognition, Critical Incident Incidentals,										
Misc supplies										
Total Maintenance	98,398	86,628	84,039	75,718	76,730	31,094	79,500	78,340	(1,160)	-1.5%
Capital Outlay										
701 Transfer to Vehicle Capital Fund New vehicles, set-up and trim, tear down	41,008	40,023	87,085	96,611	88,000	40,833	98,000	108,000	10,000	10.2%
570 Equipment (non-capitalized <\$5k)	10,136	745	10,629	915	7,268					
580 Equipment (capitalized \$5k+)	6,316	28,520	36,057	161,197	-	-	92,285	35,525	(56,760)	-61.5%
Ballistic shields (qty 5)	10,000									
Tasers - 4 each year	10,000									
Computer replacement - 5 (quantity)	5,200									
Computer replacement - 2 squads each year	10,325									
Total Capital Outlay	57,461	69,288	133,771	258,722	95,268	40,833	190,285	143,525	(46,760)	-24.6%
TOTAL EXPENDITURES	2,608,562	2,778,627	2,836,570	3,035,961	2,963,226	1,438,410	3,362,264	3,485,640	123,376	3.67%

FUNDING FORMULA

Projected City Contributions
Proposed 2025 CLPD Budget

Weight	Members	Centerville	Circle Pines	Lexington	Total
40%	Calls	29.83%	31.75%	38.42%	
	2023	3,447	3,564	3,554	10,565
	2022	3,741	4,166	5,266	13,173
	2021	5,330	5,592	7,303	18,225
	3 Year Avg	4,173	4,441	5,374	13,988
	Last Budget Avg	4,670	5,148	6,025	15,843
	Change	(497)	(707)	(651)	(1,855)
45%	Population	33.62%	42.56%	23.83%	
	2023	3,993	5,055	2,830	11,878
	2022	3,912	4,915	2,738	11,565
	Change	81	140	92	313
15%	Taxable Market Value	40.36%	38.82%	20.83%	
	2024	644,576,423	620,009,765	332,631,211	1,597,217,399
	2023	599,470,072	585,391,742	274,297,948	1,459,159,762
	Change	45,106,351	34,618,023	58,333,263	138,057,637
100%	Weighted Formula %	33.11%	37.68%	29.21%	100.00%
	Annual Contribution	1,118,999	1,273,449	987,193	3,379,641
	Last Year Contribution	1,089,543	1,270,524	960,697	3,320,764
	Change	29,456	2,925	26,496	58,877

What is the **minimum** level of unassigned fund balance needed for cash flow?

2025 Budget - Operating Expenses

One month's

Two month's

Three month's

Six month's

290,470
580,940
871,410
1,742,820

CLPD needs to maintain an unassigned fund balance of one to two months for cash flow.

CLPD is currently at \$794,398 which is about 2.7 months of reserves.

General Fund Unassigned Fund Balance History

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
228,297	171,666	188,202	256,361	397,381	571,135	686,251	701,496	684,419	660,484	625,486	794,398	794,398

General Fund

Unassigned Fund Balance



CONSTITUTION WEEK PROCLAMATION

WHEREAS: September 17, 2024, marks the two hundred and thirty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and it's memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Gary Grote, by virtue of the authority vested in me as Mayor of the City of Lexington, Minnesota do hereby proclaim the week of September 17 through September 23 as "Constitution Week".

Signed:

Gary Grote, Mayor

BUSINESS LICENSE - COUNCIL APPROVAL - September 5, 2024

NAME OF BUSINESS	BUSINESS ADDRESS	CITY	ST.	ZIP	DESCRIPTION OF BUSINESS
Professional Karate Studios	9145 South Highway Drive	Lexington	MN	55014	Martial Arts Studio

BUSINESS LICENSE APPLICATION

9180 Lexington Avenue • Lexington, MN • 55014 Phone
(763) 784-2792 Fax (763) 785-8951

License Application for (please check all that apply):

- | | | |
|-------------------------------------|----------------------|-------------------------------|
| <input type="checkbox"/> | Amusement Devices | \$15.00 |
| <input checked="" type="checkbox"/> | Commercial Business | \$100.00 |
| <input type="checkbox"/> | Fireworks-Commercial | \$350.00 |
| <input type="checkbox"/> | Fireworks-Retail | \$100.00 |
| <input type="checkbox"/> | New/Used Car Sales | \$500.00 |
| <input type="checkbox"/> | Tobacco Sales | \$100.00 |
| <input type="checkbox"/> | Vending Machines | \$150.00 (Each) |
| <input type="checkbox"/> | Temporary Business | \$75.00/mo. (Five Month Max.) |
| <input checked="" type="checkbox"/> | Background Check | \$100.00 (New Licensees Only) |

CHECK ONE: NEW BUSINESS



RENEWAL



*THE COMPLETED APPLICATION FOR RENEWAL MUST BE RECEIVED ON OR BEFORE 12:00 NOON ON THE 2nd THURSDAY IN JUNE (FOR APPROVAL AT THE 2ND JUNE COUNCIL MEETING). AN INCOMPLETE APPLICATION OR ANY PART THEREOF RECEIVED ON OR AFTER JULY 1 WILL INCURR A **\$50.00 LATE FEE** FOR EXPEDITED PROCESSING. Applications received on or after August 1st will incur a **\$100.00** fee for expedited processing. *See cover letter.

TOTAL FEE ENCLOSED \$ 200.⁰⁰ Non-Profit Organization (exempt from fee) ☐

BUSINESS NAME: Elk River Tae Kwon Do Inc DBA: Professional Karate Studios

BUSINESS ADDRESS: 9145 S. Highway Dr.

BUSINESS PHONE: 763-442-4173

TYPE OF BUSINESS: Martial Arts

APPLICANT NAME: Wayne Cornelius

APPLICANT ADDRESS: 212 Morton Ave NW

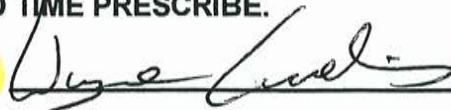
APPLICANT PHONE: 763-442-4173

APPLICANT EMAIL: W.Corneliuspk@gmail.com

EMAIL/WEBSITE: professionalkaratestudios.com

THE UNDERSIGNED APPLICANT MAKES THIS APPLICATION PURSUANT TO ALL THE LAWS OF THE CITY OF LEXINGTON, ANOKA COUNTY, STATE OF MINNESOTA AND SUCH RULES AND REGULATIONS AS THE CITY COUNCIL OF THE CITY OF LEXINGTON MAY FROM TIME TO TIME PRESCRIBE.

Applicant's Signature



Date 7-18-24

NOTE: License Expires June 30th of Each Year

*****OFFICE USE ONLY*****

Lic. #: _____ Date Rec'd: 8-12-2024 Amt. Pd.: 200.⁰⁰ Late Fee Pd.: _____

Bkgd Chk ☐ P ☐ F FD Insp.: _____ BO Insp.: _____ Council Appr.: _____

P68



9180 Lexington Avenue
Lexington, MN 55014
Phone: (763) 784-2792
Fax: (763) 785-8951
www.ci.lexington.mn.us

ENTERTAINMENT/SPECIAL EVENT LICENSE APPLICATION

APPLICATION FOR: ☐ Annual Entertainment License \$200.00
☐ Single Use Special Event Permit \$300.00
☒ Charitable Organization **FEE WAIVED**

The Council shall act upon all entertainment license applications at a regular meeting within sixty (60) days of the completed application and fee being received by City staff. Inaction by the Council within this period is a denial of the application.

No entertainment license is valid until approved by the Council and the appropriate fees are paid to the City.

Licenses are valid only for the date(s) specified on the license. Annual licenses are valid from July 1st through June 30th of the following year, or pro rata from the date granted through June 30th.

1. APPLICANT INFORMATION

Attach a written approval from the organization(s) in whose name the event will be advertised which authorizes you, the applicant, to apply for this special event permit on their behalf.

Applicant Name: Brenda Beaudet Title: President

Mailing Address: PO Box 423 Circle Pines, MN 55014

Affiliation: Lexington Fire Relief Auxiliary

Day Phone: (763) 784-2792 Evening/Cell phone: (612) 390-0350

Emergency Contact/Phone : 612-390-0350

Email Address: lfrauxiliary@gmail.com

Is applicant 18 years of age or older Yes ☒ No ☐

Who is the primary person in charge and/or responsible for this event?

Name: Brenda Beaudet Title: President

Mailing Address: PO Box 423 Circle Pines, Mn 55014

Day Phone: _____ Evening/Cell phone: (612) 390-0350

Emergency Contact/Phone : same as above

Email Address : lfrauxiliary@gmail.com

2. TITLE, PURPOSE AND DESCRIPTION OF EVENT:

Annual Lexington Fall Festival

community event

3. EVENT PRINCIPALS

Submit a list of principals involved in the proposed special event, including professional organizers, promoters, financial underwriters, commercial sponsors, charitable agencies for whose benefit the event is being produced or advertised, etc. Attach additional pages if necessary to include all of the principals involved.

Name: Brenda Beaudet Title: President

Organization / Business / Agency / Affiliation: Lexington Fire Relief Auxiliary

Name: Larry Rannallo Title: Owner

Organization / Business / Agency / Affiliation: Cowboys Saloon

Name: Erik Edwards Title: Chief

Organization / Business / Agency / Affiliation: Lexington Fire Department

Name: _____ Title: _____

Organization / Business / Agency / Affiliation: _____

4. EVENT COMPONENTS

Date requested: 9/20-9/22 Alternate date: N/A

Requested hours of operation: from: 12:00 ☐ AM ☒ PM to 6:00 ☐ AM ☒ PM

Set-up beginning date and time: 9/20 - 2:00pm 9/21 - 8:00am

Complete dismantle date and time: 9/20 - 9:00pm 9/21 - 10:00pm

(Attach a draft of any entry forms for participants and/or spectators.)

Anticipated number of participants: 30 Spectators: 600

Will any city streets require temporary closure or restrictions? Yes ☒ No ☐

Identify streets and times/dates of closure or restrictions: South Highway Dr by O'Reillys Auto parts and the corner of Restwood Rd & South Highway Dr. see map)

5. LOCATION AND MAP

Please attach a map or plans for your event layout. At minimum, the following items should be included. Check off items below that pertain to your event and indicate them on the event map. Please use a "to-scale" drawing.

- A) ☐ If a route is involved, mark the beginning and finishing area with arrows and places where any motorized vehicles need to be considered.
- B) ☒ Size and location of any tables, tents, structures and enclosures,
- C) ☒ Entertainment or stage locations
- D) ☒ Alcoholic beverage concession area
- E) ☒ Non-alcoholic beverage concession area
- F) ☒ Food concession area (cooking, serving and consumption areas)
- G) ☒ General merchandise concession areas
- H) ☒ Portable toilet facilities
- I) ☒ First-aid facilities
- J) ☒ Event participant and/or spectator parking areas
- K) ☒ Event organizer's command post
- L) ☒ Fireworks or pyrotechnics site
- M) ☐ Vehicle fuel handling site
- N) ☒ Fencing or others method for securing event area
- O) ☐ Site of electrical wiring to be installed for the event
- P) ☒ Trash receptacles
- Q) ☒ Electrical sources to be used for cooking
- R) ☐ Temporary structures constructed for the event
- S) ☒ Other – Please describe: Petting zoo, Games, Bounce Houses
Vendor Fair

6. FOOD, BEVERAGES AND ENTERTAINMENT

Will food and/or non-alcoholic beverages be served? Yes ☒ No ☐

If yes, describe sanitation measures, food handling procedures and the nature of the food (such as pre-packaged foods, hot dogs, pre-mixed soda, raw meats, fish, vegetables, unpeeled fruit or peeled and cut fruit): Food vendors will be permitted through Anoka county
hotdogs, pulled pork , taco meat will be cooked in Cowboys Saloon for sale in outside tent

Describe any plans you have for cooking food in the event area including fuel or electrical source to be used: electric roasters will be used to keep cooked items warm.
extension cords will be run from the fire department

if you intend to serve food you will need a permit from the Anoka County Department of Environmental Health. Please attach a copy of the permit to this application.

Will alcoholic beverages be served? Yes ☒ No ☐

If yes, describe what method will be used to ensure that alcoholic beverages will be consumed only by persons 21 years of age and older: Can only be purchases from
Cowboys Saloon They will be carding and using wristbands

Describe how, where, when and by whom the alcoholic beverages will be served:
Purchased at Cowboys Saloon

If a casino party, a dance, or live entertainment is part of your event, please describe:
There will be 2 bands, one during the day 3pm-6pm & one in the evening 7pm-10pm There will also be a street dance
weather permitting as well as a stage set up outside for the bands.

Please describe all of the activities of your event for which a license is required, for example: a cabaret license, etc. Attach all required licenses to this application. Please note that certain licensing may be required by City, County and State agencies, such as a Large Assembly License for gatherings over 1,000 people, some types of food handling licensing, Gambling License, Cabaret License, etc. It is your responsibility to

check with the City Clerk or local authorities to determine what licensing is required prior to submitting this application.

Describe entertainment plans and intended hours: Car Show on Friday 3 to 8pm
Fair Saturday noon to 6pm

If there will be music, sound amplification or any other noise impact, please describe, including the intended hours of the music, sound or noise: _____
Band and Street dance 7 to 10pm Fireworks at 9pm

7. VENDORS OR CONCESSIONAIRES

Describe what vendors or concessionaires you will allow in conjunction with the event and the purpose of these concessions: Food, Crafts, Information booths
e.i. politicians , Scouts etc.

Describe how you intend to regulate, monitor and control the type, number and quality of vendors/concessionaires whom you may permit to operate in conjunction with the event: All vendors must submit an application and payment and be
approved by the LFR Auxiliary to participate

8. SECURITY AND SAFETY PROCEDURES

Describe your proposed procedures for set-up, operation, internal security and crowd control: Streets closed barricades , check-in for vendors they will be directed
to the marked off areas assigned to them, CLPD will be requested for the event
Cowboys Saloon will also be providing internal security for the bar & entertainment/street dance

If the event is to occur at night, describe how you are going to light the event area in order to increase the safety of participants and spectators coming to and leaving the event: Main event ends at 6pm lights for band and street dance are on Cowboys Saloon
as the stage will be set up in front of their building on South Highway Dr.

Describe plans to provide first aid, if needed: LFD will have a first aid station set up with signage directing attendees to them

Give the name, address and phone numbers of the agency or agencies which will provide first aid staff and equipment if required. Attach additional sheets if necessary.

Name of agency: Lexington Fire Department

Name of Representative: Erik Edwards

Address: 9055 South Hwy Dr Ave Lexington

Day phone: 612-961-6582 Evening phone: 612-961-6582

Indicate medical services (if required) that will be provided for this event: minor injuries , if additional support is needed Allina will be contacted through 911

Attach to this application a copy of your building permit(s) if you are installing any electrical wiring on temporary or permanent basis and/or if you are building any temporary or permanent structures such as bleachers, scaffolding, a grandstand, stages or platforms.

Attach a copy of your fire department permit or inspection report to this application if you will use parade floats; an open flame; fireworks or pyrotechnics; vehicle fuel; cooking facilities; enclosures (and tables within those closures); tents, air supported structures, canopies, or fabric shelters.

Attach a copy of a proposed site security plan and a proposed parking plan

9. SANITATION PLAN

Describe your plan for clean-up and material preservation. Include number, type and location of portable toilets or permanent toilets, and trash and recycling containers to be provided for the event. Indicate who will be responsible for clean-up activities during and after the event: Clean up provided by the LFD, LFR Auxiliary and Cowboys Saloon
See attached map for location of portable toilets and trash cans

10. CITY SERVICES/EQUIPMENT

Describe City services and/or equipment requested for this event. City barricades,

cones, signs and other equipment may be borrowed on an as-available basis. You should make advance arrangements to pick up and return this equipment. If you or any volunteers cannot pick up and return this equipment, please attach a letter requesting these services and explaining why your organization cannot perform them. This will be reviewed, then approved or denied by the public works foreman.

Road Block signs for both ends of South Hwy Dr between Restwood Rd & Griggs Ave

11. FEE STRUCTURE / EVENT CHARGES

If there is a fee or donation required as a condition of attendance or participation of this event, please describe the amounts to be collected from various categories of participants or spectators: N/A

If a donation is requested on a purely voluntary basis, describe how you intend to inform participants/spectators or others that they may participate in the event whether they make a donation or not: N/A

12. OTHER PERTINENT INFORMATION

Please list below any other miscellaneous information you feel would be important and have a bearing on the approval of this Special Event Permit request: _____

13. INSURANCE

You must provide proof of insurance coverage for your event. Attach to this application a certificate of insurance including the policy number, amount and the provision that the City of Lexington is included as an additional insured. (Please note – insurance requirements depend upon the risk level of the event. Also, if your event can be classified as first amendment expressive activity, insurance requirements can be waived under certain circumstances.)

FOR OFFICIAL USE ONLY

CITY COUNCIL - APPROVAL: _____ **DENIAL:** _____

BY: _____ **DATE:** _____

COMMENTS: _____

POLICE DEPT. - APPROVAL: _____ **DENIAL:** _____

BY: _____ **DATE:** _____

COMMENTS: _____

FIRE DEPT. - APPROVAL: _____ **DENIAL:** _____

BY: _____ **DATE:** _____

COMMENTS: _____

Trash Cans indicated by round dots on map

Down Restwood

Parking

Road Block

Tables

Street Dance

Corn Hole Tournament

Potable Restroom

Balloon Artist

Wiener mobile

Games

Power Jump

Police Car

Mini Donkeys/Free Truck

Vendors General Merchandise

Vendors Food & General Merchandise

Parking for Petting Zoo Trailer

Petting Zoo

Pony Rides

Parking

Down South Hwy

Road Block

Event Organizer Command Post

911 Truck

First Aid

Open House

Face Paint Booth

Photo Booth

Food, Soda, Water, Merchandise

Alcohol Served in Bar only

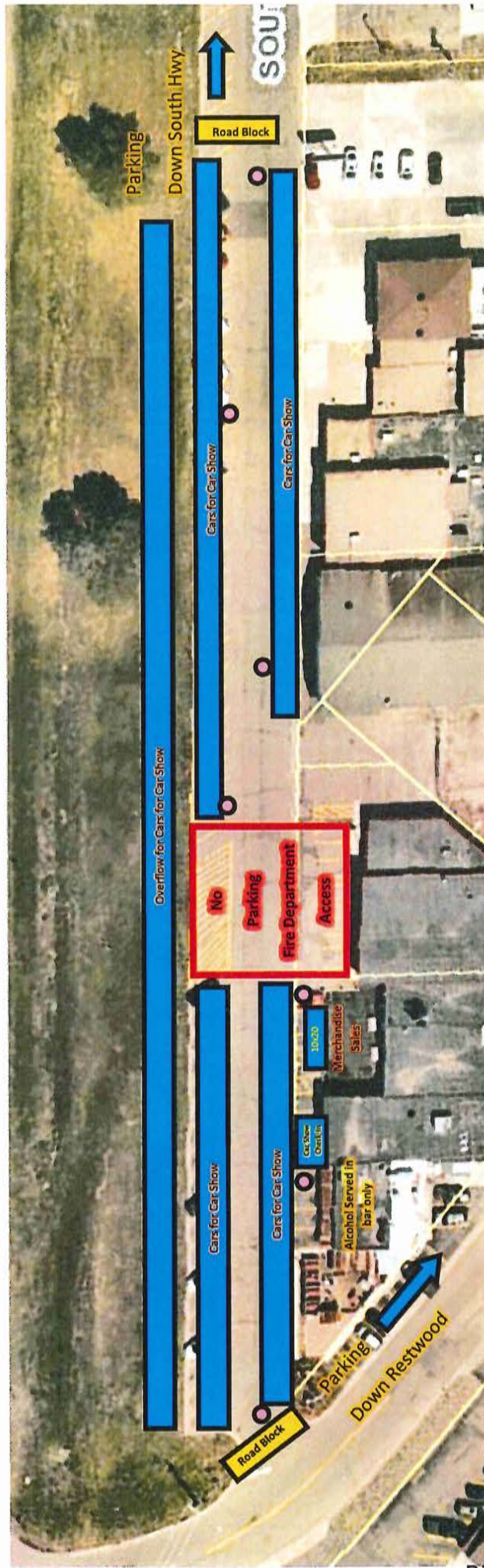
Concessions Booth

Auxiliary Booth

Check in



Car Show Friday 9/20, 2024





Tom approved
Anoka County
HUMAN SERVICES DIVISION

9/8/21

Environmental Services
2100 3rd Ave, STE600
Anoka, MN55303-5042
Phone: 763-324-4260

Environmental.Health@anokacountymn.gov

Application for Temporary Food Stand License

This application must be accompanied with the license fee.

This license is good for up to 10 days from February 1 - January 31 of the licensing period.

Completed and signed application must be returned 14 days prior to the first event.

A \$25 late fee may be assessed if the application is received less than 14 days in advance.

10 day 30. - HR



Profit x Non-Profit

Please print legibly and avoid acronyms.

Applicant Information

Licensee Name:	Lexington Fire Relief Auxiliary
Mailing Address:	PO Box 423 Circle Pines, MN55014
Contact Person:	Brenda Beaudet
Telephone Number:	612-390-0350
Email Address:	lfrauxiliary@gmail.com

Event and Location Information

Name of Event:	Lexington Fall Festival - Fire Department Open House
Address and City of Event:	9055 South Highway Dr
Date of Event:	September 21st
What time will you start serving food?	Noon
Event Hours:	Noon to 10:00pm
Location of Stand (be specific):	WEST side of Lexington Fire Dept in corner between LFD & Cowboys Saloon
Person in Charge of Food Operation:	Brenda Beaudet - Auxiliary President
Cell Phone # of Person in Charge of Food:	612-390-0350
Email of Person in Charge of Food:	lfrauxiliary@gmail.com

Food and Beverage Items on the Menu

List all items on the menu (food, beverages, ice). Identify the source, for example, the name of the grocery store or vendor. Home prepared foods are NOT permitted. Attach an additional sheet if more space is necessary.

Bagged Cotton Candy	Source: All Season Rental
Doritos & Potato Chips	Source: Costco
Popcorn	Source: All Season Rental
Hot Dogs, Pulled Pork, Taco Meat	Source: Cowboy's Saloon
Tomato's, Lettuce, Sour Cream, Salsa, Jalapeños	Source: Costco
Sodas & Bottled Water	Source: Costco
Buns	Source: Costco
Ice	Source: Lexington Liquor Store

Equipment

Cooling/ Cold Holding

Foods that require refrigeration must be cooled to 41°F as quickly as possible and held at that or a lower temperature until food is served. Mechanical refrigeration must be available for potentially hazardous foods held for four hours or longer. Dry ice or cold packs may be used to keep foods cold in coolers. You should layer ice packs and food to ensure food items are kept at 41°F or lower.

Cooking/Hot Holding

Foods that will be served hot must be cooked to proper temperature. Hamburger presents a special case because of the dangers of *E. coli* contamination. Hamburgers and other ground beef products must be cooked to 155°F for 15 seconds or more. Poultry products must be cooked to 165 °F, ground meat, gyros and pork to 155°F and eggs to 145°F or hotter for 15 seconds or more. Rapidly reheat previously prepared foods to 165°F or higher. They must then be maintained at 135°F or higher. **Crock pots/slow cookers are prohibited.**

Thermometers

You must have an accurate probe-type thermometer to check food temperatures. It must have both a hot and cold scale (0° to 220° F) for the widest use. Be sure to clean and sanitize before each use. (Alcohol swabs are appropriate)

List all equipment and indicate if used for storage, preparation, or holding. For events lasting longer than 4 hours, mechanical refrigeration is required for keeping cold foods at 41° F or colder.			
Mark an X next to the applicable item category	Storage	Prep	Holding
Popcorn Machine		x	x
Roasters		x	x
Trough for Sodas	x		x
Cooler for Water	x		x
Only food grade utensils are allowed. No paint brushes, wooden spoons, canoe paddles, enamelware or household electrical drills allowed. No crock pots allowed.			

Food Preparation, Storage and Transportation

You must do all preparation, cooking, storage, and clean-up at the temporary event site location, as long as there is compliance with the regulations. With owner permission in writing, the use of restaurants, commissaries, or other approved sites for additional food preparation is allowed.

A private home may not be used for storage, preparation, or cooking of food intended for the public.

Transportation

Vehicles used for food transport must be kept clean. When foods are taken from one location to another, they must be covered for protection and kept at appropriate temperatures at all times. Hot or cold holding containers must be able to maintain temperatures. Storage and service equipment in the booth should already be at proper temperatures to receive food.

Storage

Opened bulk food containers such as rice or flour sacks must be stored in covered containers. All food (even if in boxes or cans) and food-contact items (sleeves of paper plates, cups, cooking equipment, etc.) must be stored at least 6" above the ground. Use tables, pallets, milk crates, or turn over empty boxes and place items on top. You must still be able to keep floors clean.

Describe when and where food will be prepared. (Foods prepared the day before the event? List time and place). Will there be pre-cooking and cooling of any food?
Popcorn will be made onsite using the rented popcorn machine , popcorn & flavoring comes with the machine rental
Cotton Candy will be made the day prior to the event with equipment from the rental company & bagged for sale at the Fire Dept
Hot dogs, Pulled Pork & Taco Meat will be purchased & cooked from Cowboys Saloon & heated/stored in Roasters day of event

Describe how food will be stored.
Food Items will be stored in the containers they are purchased in
Hot food will be stored in Cowboys Saloon Kitchen until needed then transferred to electric roasters for sale
Cold food items will be stored in the refrigerator in the Fire Department
Describe how food will be transported to the event:
Items will be brought to the event in personal vehicles in the containers they are purchased in

Booth Set-up/ Safety

Indoor x Outdoor

Operators must vend from a site that meets the following minimum structural requirements;

Overhead Protection

A roof, awning or other top covering, impermeable to weather, must be over the entire food preparation, service, clean-up and storage area.

Flooring

The floor must be a surface of vinyl, sealed wood, concrete, asphalt or other acceptable material. **Flooring must be supplied if the vending site is on dirt, grass or poorly drained surfaces.**

Adverse Weather

The stand must be able to provide protection during adverse weather conditions. All operations must cease if protection fails.

Safety

Place hot equipment in your booth so there will be no dangerous exposed areas. The back and sides of this type of equipment can cause burns. Grills should be placed outside of the overhead protection for fire safety. Have fire extinguishers present if you are using equipment with open flames. Propane tanks for grills or any other pressurized tanks, such as those used for fountain soft drinks, must be secured so they cannot fall and damage valves.

Toxic Chemicals

Toxic chemicals such as sanitizers and pesticides must be stored entirely separate and below food and equipment. Read labels carefully and use only as directed. "The label is the law."

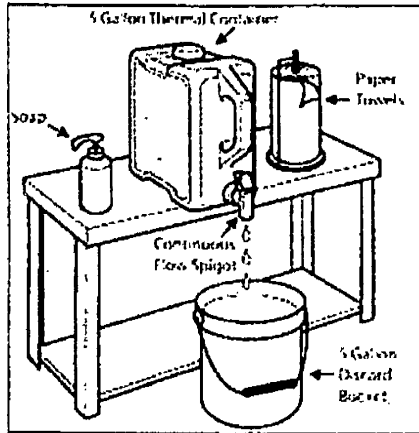
Describe the following:

Overhead Protection	Pop up tent awnings
Flooring Surface	Concrete
Side Protection (adverse weather)	Tarps & tent side walls
Fire Extinguisher	Located in the Fire Department (set up is right next to the department)
Toxic Chemical Storage	Covered tote underneath the table

Handwashing/ Employee Hygiene

Each establishment must provide adequate water and wastewater containers for hand washing during the course of business. On site water sources must be of culinary quality. Water lines must be constructed with "food grade" pipes or hoses. The vendor is responsible for the disposal of wastewater to the sanitary sewer system.

Wastewater cannot be dumped into storm drains, gutters, parking lots, on the ground or on grass.



- A container with a free-flowing spigot is required
- Provide soap, running water and paper towels
- Wash hands with warm running water and soap
- Dry hands with paper towels
- Discharge the water into a holding vessel or a waste line

WASH HANDS FREQUENTLY

Wash hands before handling food; before putting on disposable gloves, after handling raw meat; or after eating, drinking, smoking or using the restroom.

NOTE: Toilet room handsinks are NOT considered acceptable hand washing facilities. A dedicated hand sink, or temporary hand washing station is required.

You should have enough water available for the day's needs without running out. **An establishment cannot be open for business or prepare food unless the hand wash station is functional.**

Describe the following:

Handwashing (Handwash station must be set up in the stand)	(Describe set-up) container with spigot, soap & paper towels w/discard bucket, fire department Kitchen sink inside the building is also available
Water Supply	Container w/warm water & kitchen sink in the fire department
Wastewater Disposal	In fire department sink
Hair Restraints	Hats and/or hair ties
Uniforms	LFR Auxiliary Shirts
Bare- Hand Contact Elimination	Nitrile Gloves
Money Handling	Money handlers will not be working with food distribution

Bare- Hand Contact

Bare-hand contact with ready-to-eat foods is prohibited. Suitable utensils for handling ready-to-eat foods include: tongs, spatulas, deli tissues, or single-use gloves. The use of disposable gloves can provide an additional barrier to contamination, but gloves do not replace hand washing. When gloves are worn, they must be used for only one task such as working with ready-to-eat food or with raw animal food, and discarded when damaged or soiled, or when interruptions occur in the operation.

Money Handling

Cashiers and other workers handling money must not handle food. If a money handler must temporarily work with food, he or she must wash hands adequately first. Employee assignments should be made so that money handlers will not work directly with food.

Hair Restraints

Do not touch hair or skin when working with food. Everyone involved in the preparation and service of food, including management, must use effective hair control. This can be accomplished with hats, hairnets, or by tying back long hair. The use of hair spray alone is not sufficient. Even workers with short hair must use hair control. Hair must be restrained in such a way that it is unlikely to fall on and contaminate food, and does not need to be touched or brushed out of the way by hands.

Uniforms

Food workers must wear clean aprons or clothes. These must be changed and laundered frequently to avoid contamination.

Ware Washing/ Waste Control

Waste Control

All food garbage should be placed in trash bags. Put garbage and paper waste in a refuse container with a tight-fitting lid. Do not allow boxes or sacks of garbage to accumulate in food preparation areas or outside the booth.

Wiping Cloths

Wet, in-use wiping cloths must be stored in a bucket with sanitizer. Check the concentration with your test strips and use no more than 100 ppm chlorine or 200 ppm quaternary ammonia. Change the solution frequently. Wiping cloths that are used to clean-up food spills cannot be used for anything else.

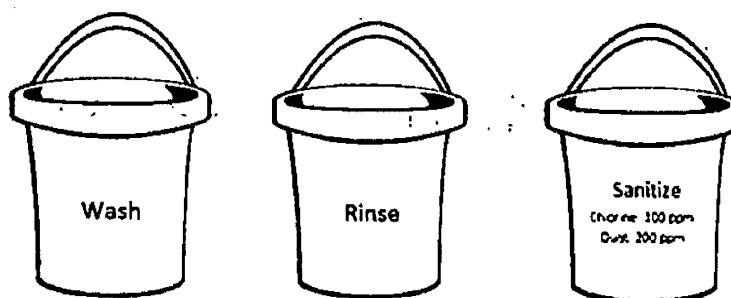
Ware washing

All food contact items such as cooking equipment, storage containers, utensils, cutting boards, and service items must be washed, rinsed, sanitized, and air dried, in such a way to effectively kill germs. This must be done on site, or at another approved location.

A permanently plumbed three-compartment sink is not required at temporary events. Bus tubs, dishpans or a temporarily plumbed three-compartment sink may be used. Each vendor is responsible for their own clean-up arrangements, including hot water, the presence of test strips and an approved sanitizer.

Wash equipment and utensils using this four-step process:

1. Wash in hot, soapy water.
2. Rinse in hot water.
3. Rinse with a chemical sanitizer, leave in sink at least ten seconds for a chlorine solution and thirty seconds for a quaternary ammonia solution.
4. Air dry. Towel drying is prohibited.



Describe the following:

Dishwashing Set-Up	Dishes will be washed on site in the fire department dishwasher
Sanitizer (bleach, quat)	
Test Strips	
Wiping Cloths	

You must have test strips in order to determine the correct concentration of sanitizer. Be sure the strips you purchase are appropriate for the type of sanitizer you are using;

Chlorine to a concentration of 100 ppm (parts per million)

Quaternary Ammonia to a concentration of 200 ppm

Single-use articles such as plastic utensils, paper plates and cups are required. Never wash and reuse disposable ware.

Enforcement

The following enforcement actions may be taken by the Anoka County Community Health and Environmental Services Department to protect the public:

Citations may be issued for violations or further legal actions may be taken by the Anoka County Community Health and Environmental Services Department.

License suspensions will occur for the following violations:

1. Licensees without appropriate license will be issued a "Cease and Desist" order, and the establishment will be closed immediately.
2. Booths that do not have an operational hand sink.
3. Foods from unapproved sources (i.e. food from home, illegal vendors or other unapproved sources).
4. Conditions presenting an imminent health hazard.
5. Critical violations or an accumulation of non-critical violations that are not corrected.

Food unfit for human consumption may be reconditioned, impounded, destroyed or denatured. A Temporary Food Stand License may be revoked at the discretion of the Anoka County Community Health and Environmental Services Department. The regulatory authority may restrict the type of food served or the method of food preparation based on equipment limitations, the unavailability of a permanent establishment for utensil and ware washing, adverse climatic conditions, or any other condition that poses a hazard to public health.

For County Use Only:

License Fee: 30.00 Check #: CC
Date Received: 8/13/24 Risk: _____
Accepted By: [Signature] EHS: _____
Comments: _____ PEID: 249122

ES-00016552

By making this application for a license to operate a temporary food stand, I agree to comply with the Anoka County Ordinance and Temporary Food Stand Guidelines.

Please submit application 15 days prior to the event.

Signature: [Signature]

Print Name: Brenda Bender

Date: 8/8/2024



Entertainment / Special Event License Application
9180 Lexington Avenue • Lexington, MN • 55014
Phone (763) 784-2792 Fax (763) 785-8951

APPLICATION FOR: ☐ Annual Entertainment License \$ 200.00
☒ Single Use Special Event Permit \$ 300.00

The Council shall act upon all entertainment license applications at a regular meeting within sixty (60) days of the completed application and fee being received by City staff. Inaction by the Council within this period is a denial of the application.

No entertainment license is valid until approved by the Council and the appropriate fees are paid to the City.

Licenses are valid only for the date(s) specified on the license. Annual licenses are valid from July 1st through June 30th of the following year, or pro rata from the date granted through June 30th.

1. APPLICANT INFORMATION

Attach a written approval from the organization(s) in whose name the event will be advertised which authorizes you, the applicant, to apply for this special event permit on their behalf.

Applicant's Name: Boulevard Bar & Grille Title: gm
Mailing Address: Melisa Parenteau
3800 Restwood Rd. Lexington Mn 55014
Affiliation: general manager
Day Phone: 763-204-8091 Evening/Cell phone: 651-238-8140
Emergency Phone: Amanda Knaeble owner 651-283-6314
Email Address: parenteau melisa@gmail.com
Is applicant 18 years of age or older Yes ☒ No ☐

Who is the primary person in charge and/or responsible for this event?

Name: Melisa Parenteau Title: gm
Mailing Address: 3800 Restwood Rd Lexington Mn 55014
Day Phone: 763-204-8091 Evening/Cell phone: 651-238-8140
Emergency Phone: Amanda Knaeble owner 651-238-8140
Email Address: amanda.knaeble1@gmail.com
parenteau melisa@gmail.com

2. TITLE, PURPOSE AND DESCRIPTION OF EVENT:

Lexington Block Party wants to bring together the community and local business to promote this great city of Lexington and provide a fun and inclusive atmosphere for everyone.

3. EVENT PRINCIPALS

Submit a list of principals involved in the proposed special event, including professional organizers, promoters, financial underwriters, commercial sponsors, charitable agencies for whose benefit the event is being produced or advertised, etc. Attach additional pages if necessary to include all of the principals involved.

Name: _____ Title: _____

Organization / Business / Agency / Affiliation: _____

Name: _____ Title: _____

Organization / Business / Agency / Affiliation: _____

Name: _____ Title: _____

Organization / Business / Agency / Affiliation: _____

Name: _____ Title: _____

Organization / Business / Agency / Affiliation: _____

4. EVENT COMPONENTS

Date requested: 9/20-9/22/24 Alternate date: _____

Requested hours of operation: from: 10:00 AM/PM to: 9:00 AM/PM

Set-up beginning date and time: 9/20/24 10 am

Complete dismantle date and time: 9/22/24 9 pm.

(Attach a draft of any entry forms for participants and/or spectators.)

Anticipated number of participants: 50 Spectators: 300

Will any city streets require temporary closure or restrictions? Yes _____ No X

Identify streets and times/dates of closure or restrictions: _____

5. LOCATION AND MAP

Please attach a map or plans for your event layout. At minimum, the following items should be included. Check off items below that pertain to your event and indicate them on the event map. Please use a "to-scale" drawing.

- A) ☐ If a route is involved, mark the beginning and finishing area with arrows and places where any motorized vehicles need to be considered.
- B) ☒ Size and location of any tables, tents, structures and enclosures,
- C) ☒ Entertainment or stage locations
- D) ☒ Alcoholic beverage concession area
- E) ☒ Non-alcoholic beverage concession area
- F) ☒ Food concession area (cooking, serving and consumption areas)
- G) ☒ General merchandise concession areas
- H) ☐ Portable toilet facilities
- I) ☒ First-aid facilities
- J) ☒ Event participant and/or spectator parking areas
- K) ☒ Event organizer's command post
- L) ☐ Fireworks or pyrotechnics site
- M) ☐ Vehicle fuel handling site
- N) ☒ Fencing or others method for securing event area
- O) ☐ Site of electrical wiring to be installed for the event
- P) ☒ Trash receptacles
- Q) ☐ Electrical sources to be used for cooking
- R) ☒ Temporary structures constructed for the event
- S) ☒ Other – Please describe: Please see detailed map of event for 9/21/24

6. FOOD, BEVERAGES AND ENTERTAINMENT

Will food and/or non-alcoholic beverages be served? Yes X No _____

If yes, describe sanitation measures, food handling procedures and the nature of the

food (such as pre-packaged foods, hot dogs, pre-mixed soda, raw meats, fish,

vegetables, unpeeled fruit or peeled and cut fruit): food safety measures.

will be followed as described and directed by the ACHD.

Describe any plans you have for cooking food in the event area including fuel or

electrical source to be used: Food trucks and individual

vendors cooking, or not cooking will provide their own equipment for the days/weekends events.

if you intend to serve food you will need a permit from the Anoka County Department of Environmental Health. Please attach a copy of the permit to this application.

Will alcoholic beverages be served? Yes X No _____

If yes, describe what method will be used to ensure that alcoholic beverages will be

consumed only by persons 21 years of age and older: ids will be checked by

trained boulevard staff and special wristbands will be used. No drinks will be served to those not wearing a specific wristband.

Describe how, where, when and by whom the alcoholic beverages will be served: _____

Trained staff will be serving only those 21 and over with a valid ID and wristband.

If a casino party, a dance, or live entertainment is part of your event, please describe: _____

we will have live music on our patio all weekend inside our gates. just a one man band. A ^{mechanical} bull ride will be offered as free entertainment saturday for

Please describe all of the activities of your event for which a license is required, for those that want to ride example: a cabaret license, etc. Attach all required licenses to this application. Please note that certain licensing may be required by City, County and State agencies, such as a Large Assembly License for gatherings over 1,000 people, some types of food handling licensing, Gambling License, Cabaret License, etc. It is your responsibility to

check with the City Clerk or local authorities to determine what licensing is required prior to submitting this application.

Describe entertainment plans and intended hours: mechanical Bull 1-3pm.
on 9/21/24 it comes with music which we plan to
keep low as not to disturb any neighbors.

If there will be music, sound amplification or any other noise impact, please describe,

including the intended hours of the music, sound or noise: See above for
bull ride description. Live music for one man bands
both Friday and Saturday will be minimal on our
7. VENDORS OR CONCESSIONAIRES patio inside gates.

Describe what vendors or concessionaires you will allow in conjunction with the event

and the purpose of these concessions: we will be allowing
Food trucks in our lot t.b.d. and will hold
their own necessary permits.

Describe how you intend to regulate, monitor and control the type, number and quality

of vendors/concessionaires whom you may permit to operate in conjunction with the

event: Food is only allowed to be served in
designated area with proper permits and guidelines.
Also a normal day to day operation will still be
8. SECURITY AND SAFETY PROCEDURES taking place inside
Boulevard.

Describe your proposed procedures for set-up, operation, internal security and crowd

control: Rental barricades will block my parking lot

Friday 9/20? Saturday 9/21 and parking will be
limited. Security will be provided during event
times. First aid will be located inside the Boulevard
Both Friday and Saturday. We can always call emergency
If the event is to occur at night, describe how you are going to light the event area in services
order to increase the safety of participants and spectators coming to and leaving the if needed
event: street? building lights will provide enough
lighting for our timeline for the weekend.

Describe plans to provide first aid, if needed: Supplies are ready for services or distribution as needed along with the Firehouse and dept. is right down the block in our community.

Give the name, address and phone numbers of the agency or agencies which will provide first aid staff and equipment if required. Attach additional sheets if necessary.

Name of agency: Lexington Fire Dept.

Name of Representative: _____

Address: 9055 S. Service DR, Lexington Mn. (60044)

Day phone: 763 784 1604 Evening phone: _____

Indicate medical services (if required) that will be provided for this event: _____

Attach to this application a copy of your building permit(s) if you are installing any electrical wiring on temporary or permanent basis and/or if you are building any temporary or permanent structures such as bleachers, scaffolding, a grandstand, stages or platforms.

Attach a copy of your fire department permit or inspection report to this application if you will use parade floats; an open flame; fireworks or pyrotechnics; vehicle fuel; cooking facilities; enclosures (and tables within those closures); tents, air supported structures, canopies, or fabric shelters.

Attach a copy of a proposed site security plan and a proposed parking plan

9. SANITATION PLAN

Describe your plan for clean-up and material preservation. Include number, type and location of portable toilets or permanent toilets, and trash and recycling containers to be provided for the event. Indicate who will be responsible for clean-up activities during and after the event: Numerous garbage/recycling cans will be strategically placed (and emptied) throughout the festivities.

Garbage will be disposed of in dumpsters provided by blvd.

10. CITY SERVICES/EQUIPMENT

Describe City services and/or equipment requested for this event. City barricades,

cones, signs and other equipment may be borrowed on an as-available basis. You should make advance arrangements to pick up and return this equipment. If you or any volunteers cannot pick up and return this equipment, please attach a letter requesting these services and explaining why your organization cannot perform them. This will be reviewed, then approved or denied by the public works foreman.

We are renting our own as per requested we do as their are not enough from the city to request this particular weekend.

11. FEE STRUCTURE / EVENT CHARGES

If there is a fee or donation required as a condition of attendance or participation of this event, please describe the amounts to be collected from various categories of

participants or spectators: Block Party activities are mostly

free to participate in or listen to. Food, beverages, and vendors with merchandise will be at the spectators expense should they choose to purchase.

If a donation is requested on a purely voluntary basis, describe how you intend to inform

participants/spectators or others that they may participate in the event whether they

make a donation or not: signage.

12. OTHER PERTINENT INFORMATION

Please list below any other miscellaneous information you feel would be important and

have a bearing on the approval of this Special Event Permit request: The Boulevard

is committed to making this a fun clean environment for the community and that the event leaves a lasting impression and many fun memories.

13. INSURANCE

You must provide proof of insurance coverage for your event. Attach to this application a certificate of insurance including the policy number, amount and the provision that the City of Lexington is included as an additional insured. (Please note – insurance requirements depend upon the risk level of the event. Also, if your event can be classified as first amendment expressive activity, insurance requirements can be waived under certain circumstances.)

FOR OFFICIAL USE ONLY

CITY COUNCIL - APPROVAL: _____ **DENIAL:** _____

BY: _____ **DATE:** _____

COMMENTS: _____

POLICE DEPT. - APPROVAL: _____ **DENIAL:** _____

BY: _____ **DATE:** _____

COMMENTS: _____

FIRE DEPT. - APPROVAL: _____ **DENIAL:** _____

BY: _____ **DATE:** _____

COMMENTS: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Paulet/Slater 711 Hale Ave North Suite 101 St. Paul MN 55128	CONTACT NAME: Jill Privette PHONE (A/C, No, Ext): (651) 644-0311 FAX (A/C, No): (651) 641-8981 E-MAIL ADDRESS: jprivette@pauletslater.com
INSURED Barble Hospitality Inc, DBA: Boulevard Bar & Grille 3800 Restwood Road Lexington MN 55014	INSURER(S) AFFORDING COVERAGE INSURER A: Illinois Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 24/25 GL/WC/LIQ

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BP42941	01/31/2024	01/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC18586	01/31/2024	01/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			LL106287	07/01/2024	06/30/2025	Each Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event Date: September 21, 2024
Event Name: Lexington Fall Festival
Event Location: Insd's parking lot
City of Lexington is listed as Additional Insured under the General Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Lexington 9180 Lexington Avenue Lexington MN 55014	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Lexington Block Party
September 21, 2024

Event Map
EXHIBIT



**Anoka County
Public Health and Environmental Services**

2100 3rd Avenue, Suite 600
Anoka, Minnesota 55303
763-324-4260

As provided by the ordinances of Anoka County, this license is issued to the establishment identified below for the operation of an establishment at the identified location for the applicable license term, subject to all provisions of Ordinance and conditions of licensing.

Establishment Name: BARBLE HOSPITALITY INC
DBA: BOULEVARD BAR AND GRILL

Establishment Location: 3800 RESTWOOD RD
LEXINGTON, MN 55014

Mailing Address: 3800 RESTWOOD RD
LEXINGTON, MN 55014

License Number: FB-002559-2019

License Type: Food and Beverage

Valid From/To: 2/1/2024 to 1/31/2025

Classification: Class 4 Bar with Meal/Food Service

2024

Alison Peterson

License is NON-TRANSFERABLE

TO BE POSTED IN A CONSPICUOUS PLACE

License Conditions:

BARBLE HOSPITALITY INC
DBA: BOULEVARD BAR AND GRILL
3800 RESTWOOD RD
LEXINGTON, MN 55014



Minnesota Department of Public Safety
Alcohol & Gambling Enforcement Division
445 Minnesota Street
St Paul, Minnesota 55101

Retailer's ID Card

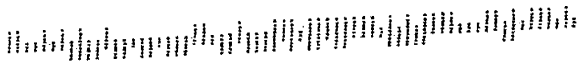
Liquor License Iden

71705

Expires On

6/30/2025

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
ALCOHOL & GAMBLING ENFORCEMENT DIVISION
ST. PAUL, MN 55101
71705
6/30/2025
Boulevard Bar and Grille
Barble Hospitality Inc.
3800 Restwood Rd
Lexington, MN, 55014



REVIEW SEARCH RESULTS

71705

SEARCH RESULTS

Licensee Name Barble Hospitality Inc.
Dbas Boulevard Bar and Grille
Address 3800 Restwood Rd

City Lexington

State MN

Zip Code 55014

County Anoka

License Type Code ONSS

Issuing Authority Lexington

Change Date 6/27/2024

Start Date 4/1/2019

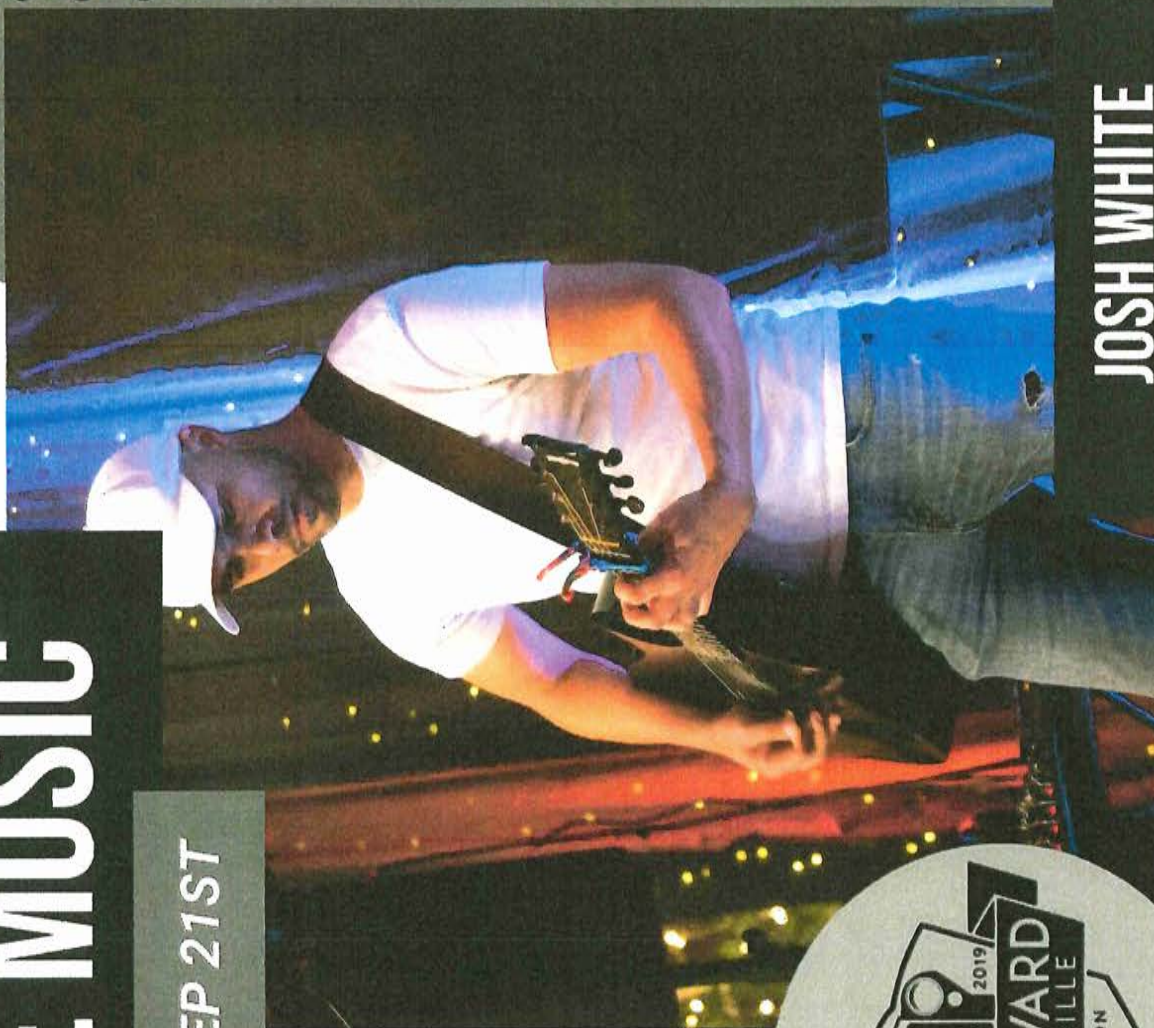
Expired Date 6/30/2025

CLOSE

Our liquor license
dates and #.

LIVE MUSIC

FRIDAY SEP 21ST



JOSH WHITE

4PM-7PM



LIVE MUSIC



COREY RAE WHITE

ON THE PATIO

12-3PM

**21ST
SEP**

**Boulevard Bar & Grille
3800 Restwood Road
Lexington, MN**

WWW.BOULEVARDBARLEX.COM

Service Agreement

(PLEASE SIGN AND RETURN ONE COPY WITH DEPOSIT TO CLASS A VALET)

This Agreement concerns services provided by Class A Valet, Inc. a Minnesota corporation.

Located at PO Box 50377 Minneapolis, MN 55405-0377.

(612)677-0071 Fax (612)677-0072

Client: The Lexington (Melissa)
Address: 3800 Restwood Rd Lexington, MN 55014
Phone: (651)238-8140 parenteaumelisa@gmail.com

WHEREAS, Class A Valet, Inc. is in the business of providing valet type parking services, coat check services, directional parking and parking lot management.

WHEREAS, the client is desirous of contracting with Class A Valet, Inc. to provide **valet parking and directional** services to its guests or patrons who wish to use such services.

THEREFORE, In consideration of the mutual covenants contained herein, it is agreed as follows;

Class A Valet, Inc. shall use its best efforts to provide the services, which this agreement is the subject of, at the times and dates set forth in this agreement. Class A Valet, Inc. shall provide liability coverage with such limits \$1,000,000.00 per occurrence to protect the client and Class A Valet. All equipment necessary for these services is included in these prices. The breakdown of billing will be as follows:

SERVICES: Directional parking services, Friday, Saturday 9/20 and 9/21

LOCATION: 3800 Restwood Rd Lexington MN 55014

OCCASION: Car Show

NUMBER OF GUESTS: +++

Number of Attendants: (3) Attendants

Hourly fees: \$30hr x 3 Attendants Friday 20th 2pm-10pm = \$630.00

Saturday 21st 10am – 6pm = \$720.00

Pre Gratuity: @ \$30 per Attendant nightly = \$90.00 x 2 nights = \$180.00

Parking fee: \$10.per car to be Charged to customer upon arrival and put against billing. Any fees over bill will be the property of class A Valet.

Total nightly charges = \$1530.00 less \$10.per car charged

Payments X 50 % = waved

—	—	—	—	—	—	—	Card	—	—	—	—	—	—
—	—	—	—	—	—	—	Address	—	—	—	—	—	—
—	—	—	—	—	—	—	Exp	—	—	—	—	—	—
—	—	—	—	—	—	—	CVV	—	—	—	—	—	—
—	—	—	—	—	—	—	ZIP	—	—	—	—	—	—

Client, — — — — —

Date — — — wwg 8/22/24

directional
parking for blvd
parking lot closure
9/20-9/21/24

LEXINGTON BLOCK PARTY

2024

SEPTEMBER

**FRI
20TH**

**LIVE MUSIC WITH
JOSH WHITE!**

On the Patio 4pm-7pm

MEAT RAFFLE 5:30PM

FUN IN THE LOT

LIVE Music on the Patio with Corey Rae White

MECHANICAL BULL w/DJ

Food Trucks

Local Merchandise Vendors

Local Breweries Sampling

Beer Specials

Karaoke

**SAT
21ST**

**SUN
22ND**

**VIKINGS PREGAME
PANCAKE PARTY!**

\$1 SINGLE pancakes from 9am-11am! Dine in Only.



MORE INFO:

BOULEVARDBARLEX.COM