

**AGENDA  
CITY OF LEXINGTON  
REGULAR COUNCIL MEETING  
APRIL 3, 2025 – 7:00 P.M.  
9180 LEXINGTON AVENUE**

**1. PLEDGE OF ALLEGIANCE**

**2. CALL TO ORDER:** – Mayor Murphy

- A. Roll Call - Council Members: DeVries, Benson, Mahr and Hunt

**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. INFORMATIONAL REPORTS:**

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

**6. LETTERS AND COMMUNICATIONS:**

- A. Centennial Lakes Police Department Media Reports – 3-12 through 3-25, 2025 **pp. 1-5**  
B. North Metro Telecommunications Commission Executive Special Meeting Notice **pp. 6**  
C. Council Workshop meeting synopsis **pp. 7-8**

**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.

**7. CONSENT ITEMS:**

- A. Recommendation to Approve Council Minutes:

Council Meeting – March 20, 2025

pp. 9-11

B. Recommendation to Approve Claims and Bills:

pp. 12-19

Check #'s 52692 through 52748

Check #'s 15642 through 15661

8. **NORTHWAY MALL REPRESENTATIVES WILL PRESENT THEIR REQUEST TO THE CITY COUNCIL TO APPROVE A PLANNED UNIT DEVELOPMENT, PRELIMINARY PLAT, AND DEVELOPMENT AGREEMENT FOR A NEW CHIPOTLE RESTAURANT IN NORTHWAY MALL**

pp. 20-68

**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. Planning and Zoning Commission Recommendation to Approve Resolution NO. 25-06 – A Resolution Adopting Preliminary Plat for Menlo Capital Partners, LLC (Northway Mall)

pp. 69

B. Planning and Zoning Commission Recommendation to Approve Ordinance NO. 25-02 – An Ordinance Approving a Planned Unit Development for the Plat of Lexington Center, Third Addition

pp. 70-74

C. Recommendation to Approve Resolution 25-07 – A Resolution of the City Council of Lexington, Minnesota Approving Summary Publication of Ordinance

pp. 75

D. Recommendation to Approve a Developer's Agreement with Menlo Capital Partners, LLC for the Purpose of Constructing a Chipotle Restaurant.

pp. 76-103

E. Recommendation to approve Dylan Zurn for the Public Works Seasonal Full-time Position at \$18.00/hour pending successful background checks.

F. Recommendation to approve Temporary Business License – Renaissance Fireworks - June 20, 2025 through July 5, 2025

pp. 104-108

G. Recommendation to approve Cannabinoids License Renewals

pp. 109-114

- Lexington Liquors
- Northway Tobacco
- Boulevard Bar and Grille

**10. MAYOR AND COUNCIL INPUT**

**11. ADJOURNMENT**





# Centennial Lakes Police Department

## Media Report



Case Number	Incident Date	Time	Description	Location	City
25051716	Mar 12 2025	12:10	FOUND PROPERTY	SOUTH DR / SOUTH RD	CIRCLE PINES
<b>Summary:</b> FOUND PROPERTY. OFFICERS RECEIVED A PHONE CALL REGARDING FOUND PROPERTY NEAR THE INTERSECTION OF SOUTH DR AND SOUTH RD. EXCEPTIONAL CLEARANCE.					
25051644	Mar 12 2025	10:38	DOMESTIC	41XX LOVELL RD	LEXINGTON
<b>Summary:</b> DOMESTIC. OFFICERS RECEIVED A PHONE CALL REGARDING DOMESTIC QUESTIONS IN THE 4100 BLOCK OF LOVELL RD. EXCEPTIONAL CLEARANCE.					
25051591	Mar 12 2025	09:13	INFORMATION	90XX GRIGGS AVE	LEXINGTON
<b>Summary:</b> INFORMATIONAL REPORT OF A FRAUD MATTER IN LEXINGTON.					
25052476	Mar 13 2025	10:57	DOMESTIC ESCORT	2XX AURORA LN	CIRCLE PINES
<b>Summary:</b> POLICE STOODBY FOR A DOMESTIC ESCORT.					
25052486	Mar 13 2025	11:45	MISCELLANEOUS OFFICER	88XX LEXINGTON AVE N	LEXINGTON
<b>Summary:</b> Police fielded an informational report in Lexington.					
25052640	Mar 13 2025	14:45	ASSIST OTHER AGENCY		LINO LAKES
25052939	Mar 13 2025	20:44	MEDICAL	38XX PATRIOT LN	LEXINGTON
<b>Summary:</b> POLICE RESPONDED TO THE 3800 BLK OF PATRIOT LN REGARDING A MEDICAL CALL. THE PATIENT WAS EVALUATED BY EMS.					
25053035	Mar 13 2025	23:12	MEDICAL	38XX PATRIOT LN	LEXINGTON
<b>Summary:</b> POLICE RESPONDED TO THE 3800 BLK OF PATRIOT LN REGARDING A MEDICAL CALL. THE PATIENT WAS TRANSPORTED BY EMS.					
25053030	Mar 13 2025	23:08	INFORMATION	18XX LARAMEE LN	CENTERVILLE
<b>Summary:</b> WHILE ON ROUTINE PATROL I OBSERVED A VEHICLE WITH AN OPEN DOOR IN THE 1800 BLOCK OF LARAMEE LN.BWC.CLR					
25053143	Mar 14 2025	02:36	MEDICAL	FIREBARN RD / EAST RD	CIRCLE PINES
<b>Summary:</b> POLICE RESPONDED TO THE AREA OF FIREBARN AND EAST RD ON A REPORT OF A MEDICAL. BWC.CLR.					
25053743	Mar 14 2025	18:37	CHECK WELFARE	VILLAGE PKWY / CENTRAL ST	CIRCLE PINES
<b>Summary:</b> OFFICERS RESPONDED TO A WELFARE CHECK IN THE AREA OF VILLAGE PKWY AND CENTRAL ST. EXCEPTIONAL CLEARANCE.					
25053861	Mar 14 2025	20:28	ASSIST OTHER AGENCY		LINO LAKES
25053542	Mar 14 2025	14:59	ACCIDENT-MV PD	LEXINGTON AVE NE / WOODLAND RD	CIRCLE PINES
<b>Summary:</b> OFFICERS RESPONDED TO A PROPERTY DAMAGE CRASH AT LEXINGTON AVE AND WOODLAND RD. EXCEPTIONAL CLEARANCE.					
25053561	Mar 14 2025	15:17	MEDICAL	38XX EDGEWOOD RD	LEXINGTON
<b>Summary:</b> OFFICERS WERE DISPATCHED TO THE 3800 BLOCK OF EDGEWOOD RD ON A REPORT OF A PERSON REPORTING A BURGLARY. OFFICERS DETERMINED IT WAS A MEDICAL ISSUE. THE PERSON WAS TRANSPORTED TO THE HOSPITAL BY AMBULANCE FOR FURTHER EVALUATION AND TREATMENT. CLEAR.					
25054763	Mar 15 2025	23:29	ANIMAL COMPLAINT	20XX WILLOW CIR	CENTERVILLE
<b>Summary:</b> POLICE FIELDIED A PHONE CALL FROM THE 2000-BLK OF WILLOW CIR REGARDING AN ANIMAL COMPLAINT. ACTIVE					
25054065	Mar 15 2025	01:22	DOMESTIC ASSAULT	XX CIRCLE DR	CIRCLE PINES

Run Date/Time:





# Centennial Lakes Police Department

## Media Report



Case Number	Incident Date	Time	Description	Location	City
<b>Summary:</b> POLICE RESPONDED TO THE 50 BLOCK OF CIRCLE DR ON A REPORT OF A POSSIBLE DOMESTIC.BWC.CLR.					
25054236	Mar 15 2025	10:41	ASSIST OTHER AGENCY		LINO LAKES
25054275	Mar 15 2025	12:10	VEHICLE- LOCKOUT		LEXINGTON
25054868	Mar 16 2025	02:35	CHECK WELFARE	90XX SOUTH HIGHWAY DR	LEXINGTON
<b>Summary:</b> OFFICERS DISPATCHED A WEFARE CHECK IN THE 9000-BLK OF S HWY DR.					
25055114	Mar 16 2025	14:30	THEFT	2XX LITTLE JOHN DR	CIRCLE PINES
<b>Summary:</b> OFFICERS RESPONDED TO A PHONE CALL REQUEST FOR A THEFT THAT OCCURED IN THE 200 BLOCK OF LITTLE JOHN DR. CASE ACTIVE.					
25055166	Mar 16 2025	15:46	MEDICAL	8XX CIVIC HEIGHTS DR	CIRCLE PINES
<b>Summary:</b> OFFICERS RESPONDED TO THE 800 BLOCK OF CIVIC HEIGHTS DR FOR A MEDICAL. EXCEPTIONAL CLEARANCE.					
25055896	Mar 17 2025	13:34	CHECK WELFARE	90XX LEXINGTON AVE	LEXINGTON
<b>Summary:</b> OFFICERS WERE DISPATCHED TO THE 9000 BLOCK OF LEXINGTON FOR A WELFARE CHECK. OFFICERS SPOKE WITH INVOLVED PARTIES AND DETERMINED THE PARTY IN QUESTION WAS SAFE AT THIS TIME. CLEAR.					
25055858	Mar 17 2025	12:37	VEHICLE- LOCKOUT		CENTERVILLE
25055835	Mar 17 2025	12:12	MEDICAL	18XX HAYFIELD RD	CENTERVILLE
<b>Summary:</b> POLICE RESPONDED TO THE 1800 BLK OF HAYFIELD RD FOR A MEDICAL					
25056549	Mar 18 2025	10:09	ACCIDENT-MV HR PD	90XX GRIGGS AVE	LEXINGTON
<b>Summary:</b> PROPERTY DAMAGE HIT AND RUN ACCIDENT. OFFICERS WERE DISPATCHED TO A PHONE CALL PROPERTY DAMAGE REPORT IN THE 9000 BLOCK OF GRIGGS. OFFICERS TOOK INFORMATION REGARDING A VEHICLE HIT WHILE PARKED IN A PARKING LOT. THE SUSPECT DID NOT LEAVE INFORMATION. NO KNOWN SUSPECT. CLEAR.					
25056562	Mar 18 2025	10:28	MEDICAL	XX CENTER RD	CIRCLE PINES
<b>Summary:</b> MEDICAL. OFFICERS WERE DISPATCHED TO THE 20 BLOCK OF CENTER RD ON A MEDICAL. OFFICERS ASSISTED FIRE IN CONDUCTING A MEDICAL ASSESSMENT. AMBULANCE TRANSPORTED FOR FURTHER EVALUATION AND TREATMENT. CLEAR.					
25056921	Mar 18 2025	18:28	FOUND PROPERTY	39XX RESTWOOD RD	LEXINGTON
<b>Summary:</b> ON 3/18/25 A FOUND WALLET WAS GIVEN TO A CENTENNIAL LAKES COMMUNITY SERVICE OFFICER.					

Run Date/Time:



# Centennial Lakes Police Department

## Media Report



Case Number	Incident Date	Time	Description	Location	City
25057395	Mar 19 2025	12:14	MISSING PERSON	3XX EVERGREEN LN	CIRCLE PINES
Summary: POLICE RESPONDED TO A MISSING PERSON IN CIRCLE PINES.					
25057381	Mar 19 2025	11:57	MEDICAL	XX POINTCROSS DR	CIRCLE PINES
Summary: POLICE RESPONDED TO A MEDICAL EMERGENCY.					
25057257	Mar 19 2025	08:19	DOMESTIC	39XX LOVELL RD	LEXINGTON
Summary: DOMESTIC. OFFICERS DISPATCHED TO 3900 BLK OF LOVELL RD FOR A DOMESTIC INCIDENT. CLEAR.					
25057231	Mar 19 2025	07:28	MEDICAL	69XX CENTERVILLE RD	CENTERVILLE
Summary: POLICE RESPONDED TO A MEDICAL EMERGENCY IN CENTERVILLE.					
25057467	Mar 19 2025	14:10	INFORMATION	38XX RESTWOOD RD	LEXINGTON
Summary: INFORMATION. OFFICERS TOOK A PHONE CALL INFORMATIONAL REPORT FROM THE 3800 BLK OF RESTWOOD RD. INFORMATION UNFOUNDED. CLEAR.					
25057841	Mar 19 2025	22:56	CHECK WELFARE	71XX 20TH AVE	CENTERVILLE
Summary: POLICE RESPONDED TO THE 7100 BLK OF 20TH AVE REGARDING A WELFARE CHECK. CONTACT WAS MADE WITH THE PERSON WHO WAS FOUND TO BE OK.					
25057587	Mar 19 2025	16:42	MEDICAL	8XX CIVIC HEIGHTS DR	CIRCLE PINES
Summary: POLICE RESPONDED TO A MEDICAL IN THE 800 BLOCK OF CIVIC HEIGHTS DRIVE.					
25057644	Mar 19 2025	18:06	CHECK WELFARE	94XX LEXINGTON AVE	LEXINGTON
Summary: POLICE RESPONDED TO A WELFARE CHECK IN LEXINGTON.					
25057731	Mar 19 2025	20:09	MEDICAL	69XX CENTERVILLE RD	CENTERVILLE
Summary: POLICE RESPONDED TO A MEDICAL IN THE 6900 BLOCK OF CENTERVILLE ROAD.					
25057624	Mar 19 2025	17:19	HRO VIOLATION	94XX GRIGGS AVE	LEXINGTON
Summary: POLICE RESPONDED TO A VERBAL DOMESTIC IN THE 9400 BLOCK OF GRIGGS AVENUE.					
25058024	Mar 20 2025	08:00	MEDICAL	1XX SOUTH DR	CIRCLE PINES
Summary: POLICE RESPONDED TO A MEDICAL EMERGENCY IN CIRCLE PINES.					
25058243	Mar 20 2025	12:32	MEDICAL	3XX CIVIC HEIGHTS DR	CIRCLE PINES
Summary: POLICE RESPONDED TO A MEDICAL EMERGENCY IN CIRCLE PINES.					
25058413	Mar 20 2025	16:45	CIVIL DISPUTE	88XX PASCAL AVE	LEXINGTON
Summary: POLICE RESPONDED TO A CIVIL DISPUTE IN THE 8800 BLOCK OF PASCAL AVENUE.					
25058624	Mar 20 2025	21:42	TRAFFIC	WOODLAND RD / JACKSON AVE	LEXINGTON
Summary: POLICE CONDUCTED A TRAFFIC STOP IN THE 600 BLOCK OF VILLAGE PARKWAY FOR AN EQUIPMENT VIOLATION. VERBAL WARNING. CLEAR.					
25058437	Mar 20 2025	17:21	DISORDERLY CONDUCT	88XX PASCAL AVE	LEXINGTON
Summary: POLICE RESPONDED TO REPORT OF A PHYSICAL ALTERCATION IN THE 8800 BLOCK OF PASCAL AVENUE.					

Run Date/Time:





# Centennial Lakes Police Department

## Media Report



Case Number	Incident Date	Time	Description	Location	City
25058638	Mar 20 2025	22:07	RUNAWAY JUVENILE	2XX STARDUST BLVD	CIRCLE PINES
<b>Summary:</b> POLICE DISPATCHED A RUNAWAY JUVENILE CALL FROM THE 200-BLK OF STARDUST BLVD.					
25058899	Mar 21 2025	08:57	INFORMATION	94XX LEXINGTON AVE	LEXINGTON
<b>Summary:</b> INFORMATION. OFFICERS RECEIVED A PHONE CALL REGARDING LOST KEYS. EXCEPTIONAL CLEARANCE.					
25059072	Mar 21 2025	13:07	FRAUD	XX SOUTH PINE DR	CIRCLE PINES
<b>Summary:</b> FRAUD. OFFICERS TOOK A WALK-IN REPORT AT BASE REGARDING POSSIBLE FRAUD. CASE ACTIVE.					
25059284	Mar 21 2025	18:05	CHILD CUSTODY DISPUTE	38XX PATRIOT LN	LEXINGTON
<b>Summary:</b> POLICE RESPONDED TO THE 3800 BLOCK OF PATRIOT LANE FOR A CHILD CUSTODY DISPUTE.					
25059513	Mar 21 2025	23:03	SUSPICIOUS ACTIVITY	38XX MINUTEMAN LN	LEXINGTON
<b>Summary:</b> POLICE DISPATCHED TO THE 3800-BLK OF MINTUEMAN LN FOR A SUSPICIOUS MALE ATTEMPTING TO LURE A JUVENILE FEMALE INTO THE PARK.					
25059687	Mar 22 2025	08:17	TRESPASSING	92XX LEXINGTON AVE NE	CIRCLE PINES
<b>Summary:</b> DISORDERLY. OFFICERS DISPATCHED TO THE 9200 BLOCK OF LEXINGTON AVE ON REPORTS OF A DISORDERLY MALE. CLEAR.					
25059806	Mar 22 2025	12:18	CHILD CUSTODY DISPUTE	38XX WOODLAND RD	LEXINGTON
<b>Summary:</b> CHILD CUSTODY DISPUTE. OFFICERS RECEIVED A PHONE CALL REGARDING A CHILD CUSTODY DISPUTE IN THE 3800 BLOCK OF WOODLAND RD. EXCEPTIONAL CLEARANCE.					
25059881	Mar 22 2025	14:32	MEDICAL	XX WEST RD	CIRCLE PINES
<b>Summary:</b> OFFICERS RESPONDED TO THE 0 BLOCK OF WEST RD FOR A MEDICAL. EXCEPTIONAL CLEARANCE.					
25060002	Mar 22 2025	17:42	CIVIL DISPUTE	89XX HAMLINE AVE	LEXINGTON
<b>Summary:</b> OFFICERS DISPATCHED TO THE 8900 BLOCK OF HAMLINE AVE FOR A CIVIL ISSUE.CLEAR.					
25060187	Mar 22 2025	21:58	MEDICAL	94XX LEXINGTON AVE	LEXINGTON
<b>Summary:</b> OFFICERS RESPONDED TO THE 9400 BLOCK OF LEXINGTON AVE FOR A MEDICAL. EXCEPTIONAL CLEARANCE.					
25060205	Mar 22 2025	22:22	ASSIST OTHER AGENCY		BLAINE
25059928	Mar 22 2025	15:51	MEDICAL	91XX SOUTH HIGHWAY DR	LEXINGTON
<b>Summary:</b> OFFICERS WERE DISPATCHED TO THE 9100 BLOCK OF SOUTH HIGHWAY DRIVE FOR A MEDICAL. CLEAR.					
25060405	Mar 23 2025	05:51	MEDICAL	69XX CENTERVILLE RD	CENTERVILLE
<b>Summary:</b> POLICE RESPONDED TO THE 6900 BLK OF CENTERVILLE RD REGARDING A MEDICAL CALL. THE PATIENT WAS TRANSPORTED BY EMS.					
25060708	Mar 23 2025	17:12	MEDICAL	XX CENTER RD	CIRCLE PINES

Run Date/Time:





# Centennial Lakes Police Department

## Media Report



Case Number	Incident Date	Time	Description	Location	City
<b>Summary:</b> OFFICERS RESPONDED TO THE 20 BLOCK OF CENTER RD FOR A MEDICAL EXCEPTIONAL CLEARANCE.					
25060776	Mar 23 2025	19:18	CIVIL DISPUTE	89XX ARONA AVE	LEXINGTON
<b>Summary:</b> POLICE RESPONDED TO THE 8900 BLOCK OF ARONA AVE ON A REPORT OF A CIVIL ISSUE. BWC.CLR.					
25060802	Mar 23 2025	20:00	HARASSMENT	XX PINE DR S	CIRCLE PINES
<b>Summary:</b> POLICE TOOK A PHONE CALL HARASSMENT REPORT REGARDING HARASSMENT THAT OCCURRED ON THE 0 BLK OF SOUTH PINE DR.					
25060585	Mar 23 2025	13:26	ASSIST OTHER AGENCY		BLAINE
25061303	Mar 24 2025	14:26	PROPERTY DAMAGE	3XX CIVIC HEIGHTS DR	CIRCLE PINES
<b>Summary:</b> PROPERTY DAMAGE POLICE WAS DISPATCHED TO 300 CIVIC HEIGHTS DR ON A PROPERTY DAMAGE INCIDENT THAT OCCURRED IN A PARKING LOT. POLICE GATHERED INFORMATION FROM A MALE OVER THE PHONE. POLICE WAS UNABLE TO RETREIVE SUSPECT INFORMATION REGARDING THE INCIDENT. CLEARED.					
25061688	Mar 24 2025	22:32	ALARM-CO/FIRE	1XX SOUTH DR	CIRCLE PINES
<b>Summary:</b> POLICE RESPONDED TO THE 100 BLK OF SOUTH DR REGARDING A FIRE ALARM. CENTENNIAL FIRE RESPONDED AND RESOLVED ISSUE.					
25061087	Mar 24 2025	09:47	MEDICAL	XX INDIAN HILLS DR	CIRCLE PINES
<b>Summary:</b> MEDICAL. OFFICERS RESPONDED TO THE 0 BLOCK OF INDIAN HILLS DR FOR THE REPORT OF A MEDICAL EXCEPTIONAL CLEARANCE.					
25061868	Mar 25 2025	08:26	MEDICAL	20XX WILLOW CIR	CENTERVILLE
<b>Summary:</b> MEDICAL. OFFICERS RESPONDED TO THE 2000 BLOCK OF WILLOW CIR FOR THE REPORT OF A MEDICAL EXCEPTIONAL CLEARANCE.					
25062014	Mar 25 2025	11:49	SUSPICIOUS ACTIVITY	72XX MAIN ST	CENTERVILLE
<b>Summary:</b> SUSPICIOUS ACTIVITY. OFFICERS WERE DISPATCHED TO PHONE CALL, SUSPICIOUS ACTIVITY REPORT IN THE 7200 BLOCK OF MAIN ST. OFFICERS TOOK INFORMATION REGARDING SUSPICIOUS ACTIVITY IN THE OVERNIGHT HOURS THE PREVIOUS NIGHT. CLEAR.					
25062354	Mar 25 2025	18:56	MEDICAL	71XX SHAD AVE	CENTERVILLE
<b>Summary:</b> OFFICERS RESPONDED TO THE 7100 BLOCK OF SHAD AVE FOR A MEDICAL EXCEPTIONAL CLEARANCE.					
25062099	Mar 25 2025	13:44	MEDICAL	20XX MICHAUD WAY	CENTERVILLE
<b>Summary:</b> MEDICAL. OFFICERS WERE DISPATCHED TO THE 2000 BLOCK OF MICHAUD WAY ON A MEDICAL. OFFICERS BEGAN A MEDICAL ASSESSMENT WITH THE VICTIM. AMBULANCE TRANSPORTED FOR FURTHER EVALUATION AND TREATMENT. CLEAR.					

Run Date/Time:

**NORTH METRO TELECOMMUNICATIONS COMMISSION**

**EXECUTIVE COMMITTEE**

**NOTICE OF SPECIAL MEETING**

**NOTICE IS HEREBY GIVEN** that the North Metro Telecommunications Commission will hold a special meeting of the Executive Committee at 7:00 pm on Wednesday, March 19, 2025, at North Metro TV, 12520 Polk St NE, Blaine, MN, 55434.

The purpose of the meeting is to discuss an Executive Director search. Other topics may be discussed.

A handwritten signature in black ink, appearing to read 'EH', with a long horizontal flourish extending to the right.

Eric Houston  
Interim Co-Executive Director  
Dated: March 11, 2025

**CITY OF LEXINGTON**  
**WORKSHOP SYNOPSIS**  
**Thursday, March 20, 2025**  
**Immediately following Council meeting**  
**City Hall**

1. Call to Order: Mayor Murphy
2. Roll Call: DeVries – Benson – Mahr and Hunt

*Mayor Murphy called to order the City Council Workshop for March 20, 2025 at 7:00 p.m. Councilmember's present: Devries, Hunt, and Mahr. Excused absence: Benson Also Present: Bill Petracek, City Administrator; Kurt Glaser, City Attorney; Chris Galiov, Finance Director; Jim Mork, Police Chief; Kathy Hohnkamp, Police Admin; Janet Anderson, Kelly Tisdall, and Elizabeth Stock: Dominionium (Landings of Lexington); Quad Press*

**3. Discussion Items:**

- A. Discuss - Landings of Lexington Police call volume - Councilmember Hunt

*Jim Mork, Police Chief, provided a handout to the Council breaking down the 911 call volume at Landings of Lexington and the number of police calls for service. Chief Mork stated that he has never worked with a group of people - Dominionium – owners of Landings of Lexington – that are more attentive to working with the police department to solve problems and their concerns at their facility.*

*Janet Anderson, Dominionium Vice President, explained that Landings of Lexington has 500 residents or 1/6th of the Lexington population or 17%, but have only 9% of the overall 911 calls in Lexington. Discussion ensued.*

*Councilmember Mahr asked about the lack of parking in the complex and how it impacts the increased calls the City's budget. Ms. Anderson responded by saying that when Landings of Lexington tows vehicles, it is usually because a resident hasn't registered their vehicles with the main office. The staff works continuously to educate residents on the need to register their vehicles so they don't get towed. Discussion ensued.*

*Mahr also asked about the availability of guest parking. Ms. Anderson responded by saying they do have parking available for guests, and they, also are required to register their vehicles at the main office. Mahr also stated that the two-hour parking limit on Lovell Road is not enough. She asked who determines that time limit. Mayor Murphy stated that the County sets that time limit. Mahr responded by saying we need to get this changed from 2-hour parking to 4-hour parking.*



*Petracek stated if the Council is agreeable to this, he would contact Anoka County to get this process started.*

*Councilmember Hunt stated that 58 police calls at Landings of Lexington is too many calls for service and it is very concerning.*

B. Discuss – Rental Housing Fee Structure and Ordinance - Councilmember Mahr

*Councilmember Mahr discussed the staff analysis for the rental housing program and the financials.*

*Petracek explained that the rental housing inspection and licensing process works on a two- year licensing renewal basis. He further explained that currently the building inspections, property maintenance, and rental housing program, which is provided by Inspectron Inc, is right at breakeven based on revenues from building permits and rental housing licensing fees, and expenses from the Inspectron contract. Discussion ensued.*

*Mahr stated that she doesn't want the residents of Lexington subsidizing the rental housing program and feels that is being subsidized. Petracek disagreed with Mahr and explained that the rental housing fees more than pays for the enforcement of the rental housing code, and it is the fluctuation of building permits that may or may not provide the adequate revenues to maintain it at break-even. He stated that there is some room to increase the rental licensing fees, if the City Council chooses, but it doesn't need to be immediate. He stated that the two-year licensing process has begun, with rental inspections being conducted in 2025. Discussion ensued.*

*The consensus of the City Council is to consider an increase of rental housing fees on the 2026 Fee Schedule that will be adopted in January.*

4. Staff Input

No staff input

5. Council Input

No Council input

6. Adjourn

*Councilmember Devries made motion to adjourn the meeting at 8:24 p.m. Mahr seconded the motion. Motion carried 4-0.*

**MINUTES  
CITY OF LEXINGTON  
REGULAR COUNCIL MEETING  
MARCH 20, 2025– 7:00 P.M.  
9180 LEXINGTON AVENUE**

**1. PLEDGE OF ALLEGIANCE**

**2. CALL TO ORDER:** – Mayor Murphy

A. Roll Call - Council Members: DeVries, Benson, Mahr and Hunt

*Mayor Murphy called to order the Regular Council meeting for March 20, 2025 at 7:00 p.m. Councilmember's present: Devries, Hunt, and Mahr. Excused absence: Benson Also Present: Bill Petracek, City Administrator; Kurt Glaser, City Attorney; Chris Galiov, Finance Director; Jim Mork, Police Chief; Kathy Hohnkamp, Police Admin; Janet Anderson, Kelly Tisdall, and Elizabeth Stock, Dominion (Landings of Lexington); Scott Rand; Quad Press*

**3. CITIZENS FORUM**

*Scott Rand  
8919 Naples St.  
Lexington, MN*

*Mr. Rand thanked Mayor Murphy for reaching out to him. Mr. Rand discussed Lake Dr. and the exits on to 35W and a lack of a northbound on-ramp. He also expressed concerns about the noise and speed of traffic, as well as the amount of truck traffic on Naples St. Discussion ensued.*

*Mr. Rand recommended the following:*

- 1. Install a northbound on-ramp to 35W*
- 2. Change the intersection at 95 and Naples St.*
- 3. Crosswalks at Restwood and Flowerfield Rd., as well as school zone speed limits.*

*Discussion ensued.*

*Petracek stated he would discuss crosswalks with the County and City engineer on Naples St at Restwood and Flowerfield Rd.*

**4. APPROVAL OF AGENDA WITH CHANGES AND CORRECTIONS**

*Councilmember Devries made a motion to approve the agenda as typewritten.  
Councilmember Hunt seconded the motion. Motion carried 4-0.*

## **5. LETTERS AND COMMUNICATIONS:**

- A. Centennial Lakes Police Department Media Reports – 2-26 through 3-4, 2025
- B. City Report – February 2025
- C. North Metro Tv – February 2025
- D. Public Notice
- E. Planning & Zoning meeting minutes – March 11, 2025

*No discussion on Letters and Communications.*

## **2. CONSENT ITEMS:**

- A. Recommendation to Approve Council Minutes:  
Council Meeting – March 6, 2025
- B. Recommendation to Approve Claims and Bills:  
Check #'s 52636 through 52691  
Check #'s 15624 through 15638
- C. Financial Reports
  - Cash Balances
  - Fund Summary – Budget to Actual

*Councilmember Devries made a motion to approve the consent agenda items.  
Councilmember Hunt seconded the motion. Motion carried 4-0.*

## **3. ACTION ITEMS:**

- A. Recommendation to approve New Business License pending successful  
background check and General Liability Insurance submission

*Mayor Murphy made a motion to approve New Business License pending successful  
background check and General Liability Insurance submission. Councilmember  
Devries seconded the motion. Motion carried 4-0.*

## **4. MAYOR AND COUNCIL INPUT**

*Councilmember Mahr stated the Cable Commission had an executive meeting to  
discuss the new executive director search and the hiring of a search firm to handle the  
hiring process. Discussion ensued.*

## **5. ADMINISTRATOR INPUT**

*Petracek stated that city staff has submitted an application to Congressman Tom  
Emmer's office – Community*



*Funding Project - requesting funds for Lexington's water system upgrades.  
Discussion ensued.*

*Petracek added that the Section 4AAA Girls Softball tournament has been moved from Memorial Park to University of Northwestern College in St. Paul. He explained that their new fields have artificial turf and is the main reason they are not coming back to Lexington.*

*He also stated that he would be on vacation from March 27<sup>th</sup> through April 1<sup>st</sup>.*

## **6. ADJOURNMENT**

*Councilmember Devries made motion to adjourn the meeting at 7:31 p.m. Mayor Murphy seconded the motion. Motion carried 4-0.*

**CITY OF LEXINGTON**

**RECOMMEND FOR APPROVAL OF CLAIMS AND BILLS**

<p align="center"><b>The following claims and bills have been presented to the Council for approval at the Council Meeting of April 3, 2025.</b></p>
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**(1) Payroll**

Vouchers	507135 through	507155	\$	25,233.74
			\$	-
Payroll Taxes				
	Federal Tax	\$2,484.73		
	Social Security	\$4,164.86		
	Medicare	\$974.06		
				\$7,623.65
	State Tax	\$1,043.07	\$1,043.07	
	Total		\$	8,666.72

**(2) General and Liquor Payment Recommendations:**

Payments	52692 through	52748	\$	217,391.42
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**(3) ACH and Credit card Payments for:**

Total Payments and Withdrawals Approval	\$	<u>251,291.88</u>
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**Centennial Lakes Police Payment Recommendations:**

Checks	15642 through	15661	\$	53,615.10
ACH	2025021 through	2025024	\$	22,329.49
Total Payments			\$	<u>75,944.59</u>

**\*Check Detail Register©**

Batch: 04032025 PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>10100 4M FUND</b>					
<b>52692</b>	04/03/25	<b>56 BREWING LLC</b>			
E 609-00000-252		Beer Purchase	\$102.00	5628746	
		Total	\$102.00		
<b>52693</b>	04/03/25	<b>AMAZON CAPITAL SERVICES</b>			
E 101-41500-400		General Maintenance	\$303.69	1HC4-V7D7-	CLEANING SUPPLIES - CITY HALL
E 101-41500-200		Office Supplies	\$102.50	1PTX-FQ6Y-	OFFICE CHAIR
E 101-43100-221		Equipment Parts	\$99.28	1WWR-1ND	PARTS - PW
E 101-45200-221		Equipment Parts	\$99.27	1WWR-1ND	PARTS - PW
		Total	\$604.74		
<b>52694</b>	04/03/25	<b>ANOKA COUNTY</b>			
E 609-00000-438		Real Estate Taxes	\$208.78		2025 PROPERTY TAXES
E 101-41500-438		Real Estate Taxes	\$683.44		2025 PROPERTY TAXES
		Total	\$892.22		
<b>52695</b>	04/03/25	<b>ARTISAN BEER COMPANY</b>			
E 609-00000-252		Beer Purchase	\$270.70	3751967	
E 609-00000-252		Beer Purchase	\$203.00	3753662	
E 609-00000-252		Beer Purchase	\$36.90	3753663	
E 609-00000-252		Beer Purchase	\$404.15	3755170	
E 609-00000-260		THC For Resale	\$660.20	3755171	
		Total	\$1,574.95		
<b>52696</b>	04/03/25	<b>ASPEN MILLS</b>			
E 101-42260-214		Fire Uniforms	\$377.00	350527	UNIFORMS - FIRE DEPT
E 101-42260-214		Fire Uniforms	\$196.20	350603	UNIFORMS - FIRE DEPT
		Total	\$573.20		
<b>52697</b>	04/03/25	<b>FIDELITY SECURITY LIFE</b>			
E 101-41500-160		Health/Dental Insurance	\$30.06	3197309	MARCH 2025 PREMIUM
E 101-43100-160		Health/Dental Insurance	\$11.60	3197309	MARCH 2025 PREMIUM
E 101-45200-160		Health/Dental Insurance	\$7.74	3197309	MARCH 2025 PREMIUM
E 609-00000-160		Health/Dental Insurance	\$50.45	3197309	MARCH 2025 PREMIUM
E 101-41500-160		Health/Dental Insurance	\$30.06	3215307	APRIL 2025 PREMIUM
E 101-43100-160		Health/Dental Insurance	\$11.60	3215307	APRIL 2025 PREMIUM
E 101-45200-160		Health/Dental Insurance	\$7.74	3215307	APRIL 2025 PREMIUM
E 609-00000-160		Health/Dental Insurance	\$50.45	3215307	APRIL 2025 PREMIUM
		Total	\$199.70		
<b>52698</b>	04/03/25	<b>AWARDS BY HAMMOND, INC</b>			
E 101-42260-430		Miscellaneous	\$261.00	18899	SERVICE AWARDS - FIRE DEPT
		Total	\$261.00		
<b>52699</b>	04/03/25	<b>BARREL THEORY BEER COMPANY</b>			
E 609-00000-252		Beer Purchase	\$427.00	6017	
E 609-00000-252		Beer Purchase	\$607.00	6065	
		Total	\$1,034.00		
<b>52700</b>	04/03/25	<b>BELLBOY CORPORATION</b>			
E 609-00000-251		Liquor Purchase	\$760.46	0207018200	
		Total	\$760.46		
<b>52701</b>	04/03/25	<b>BERNICK'S</b>			
E 609-00000-252		Beer Purchase	\$999.95	10332075	



**\*Check Detail Register©**

Batch: 04032025 PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 609-00000-252		Beer Purchase	\$787.60	10334701	
		Total	\$1,787.55		
<b>52702</b>	04/03/25	<b>BIFFS</b>			
E 101-45200-418		Other Rentals	\$196.00	INV240754	MAR 2025 RENTALS - LEXINGTON CITY PARK
		Total	\$196.00		
<b>52703</b>	04/03/25	<b>BLAINE LOCK &amp; SAFE</b>			
E 609-00000-401		Repair Buildings	\$256.09	32952	DOOR REPAIR - MLS
		Total	\$256.09		
<b>52704</b>	04/03/25	<b>BREAKTHRU BEVERAGE MN</b>			
E 609-00000-253		Wine Purchase	\$1,003.60	120461605	
E 609-00000-251		Liquor Purchase	\$821.22	120461606	
E 609-00000-254		Miscellaneous Purchase	\$65.45	120461607	
E 609-00000-253		Wine Purchase	\$2,570.05	120570989	
E 609-00000-251		Liquor Purchase	\$4,898.94	120570990	
E 609-00000-251		Liquor Purchase	\$51.00	120571823	
E 609-00000-252		Beer Purchase	\$308.00	120571824	
		Total	\$9,718.26		
<b>52705</b>	04/03/25	<b>BROKEN CLOCK BREWING COOP</b>			
E 609-00000-252		Beer Purchase	\$31.01	9598	
E 609-00000-260		THC For Resale	\$96.00	9598	
		Total	\$127.01		
<b>52706</b>	04/03/25	<b>BUSINESS ESSENTIALS</b>			
E 101-41500-200		Office Supplies	\$267.49	WO-1338310	OFFICE SUPPLIES
		Total	\$267.49		
<b>52707</b>	04/03/25	<b>C &amp; M, INC.</b>			
E 101-43100-221		Equipment Parts	\$150.00	13149	PARTS FABRICATION
		Total	\$150.00		
<b>52708</b>	04/03/25	<b>CAPITOL BEVERAGE SALES</b>			
E 609-00000-252		Beer Purchase	\$4,772.00	3107225	
E 609-00000-251		Liquor Purchase	\$450.00	3107225	
E 609-00000-254		Miscellaneous Purchase	\$28.00	3107225	
E 609-00000-260		THC For Resale	\$405.00	3107403	
E 609-00000-260		THC For Resale	\$100.00	3110475	
E 609-00000-252		Beer Purchase	\$5,605.10	3110525	
E 609-00000-260		THC For Resale	\$139.80	3110525	
		Total	\$11,499.90		
<b>52709</b>	04/03/25	<b>CENTENNIAL AREA CHAMBER</b>			
E 101-41500-433		Dues and Subscriptions	\$360.00	206	2025 DUES
		Total	\$360.00		
<b>52710</b>	04/03/25	<b>CENTENNIAL LAKES PD</b>			
E 101-42110-230		Contracted Services	\$82,266.08		APRIL 2025 MONTHLY POLICE SERVICES
		Total	\$82,266.08		
<b>52711</b>	04/03/25	<b>CINTAS</b>			
E 609-00000-255		Linen	\$109.09	4223924535	MAT SERVICE
		Total	\$109.09		

**\*Check Detail Register©**

Batch: 04032025 PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>52712</b>	<b>04/03/25</b>	<b>CLEAR RIVER BEVERAGE COMPANY</b>			
E 609-00000-252		Beer Purchase	\$806.50	796537	
E 609-00000-252		Beer Purchase	\$223.00	797698	
E 609-00000-260		THC For Resale	\$689.52	797698	
		Total	\$1,719.02		
<b>52713</b>	<b>04/03/25</b>	<b>DAHLHEIMER BEVERAGE LLC</b>			
E 609-00000-252		Beer Purchase	\$8,546.87	2420440	
E 609-00000-260		THC For Resale	\$165.00	2420511	
E 609-00000-260		THC For Resale	\$237.00	2425842	
E 609-00000-252		Beer Purchase	\$13,936.20	2425843	
		Total	\$22,885.07		
<b>52714</b>	<b>04/03/25</b>	<b>GLOBAL RESERVE DISTRIBUTION</b>			
E 609-00000-260		THC For Resale	\$1,368.00	ORD-14516	
E 609-00000-260		THC For Resale	\$1,545.00	ORD-15743	
		Total	\$2,913.00		
<b>52715</b>	<b>04/03/25</b>	<b>GREEN ELEVATOR</b>			
E 609-00000-260		THC For Resale	\$120.00	2289	
E 609-00000-260		THC For Resale	\$240.00	2307	
		Total	\$360.00		
<b>52716</b>	<b>04/03/25</b>	<b>GUY BROWN, LLC</b>			
E 609-00000-210		Operating Supplies	\$10.60	8074093616	DEPOSIT BAGS
		Total	\$10.60		
<b>52717</b>	<b>04/03/25</b>	<b>HAMMERHEART BREWING CO.</b>			
E 609-00000-252		Beer Purchase	\$725.00	1351	
		Total	\$725.00		
<b>52718</b>	<b>04/03/25</b>	<b>HAWKINS INC</b>			
E 730-00000-216		Chemicals	\$40.00	7012880	CYLINDER RENT
		Total	\$40.00		
<b>52719</b>	<b>04/03/25</b>	<b>HOHENSTEINS INC</b>			
E 609-00000-252		Beer Purchase	\$903.00	802339	
E 609-00000-260		THC For Resale	(\$28.50)	804528	
E 609-00000-260		THC For Resale	\$138.00	804529	
E 609-00000-252		Beer Purchase	\$756.25	804530	
		Total	\$1,768.75		
<b>52720</b>	<b>04/03/25</b>	<b>IMAGE PRINTING &amp; GRAPHICS</b>			
E 101-41500-350		Print/Binding	\$567.64	169681	ENVELOPES PRINTING
		Total	\$567.64		
<b>52721</b>	<b>04/03/25</b>	<b>INBOUND BREWCO</b>			
E 609-00000-252		Beer Purchase	\$97.00	IN-242155	
E 609-00000-260		THC For Resale	\$80.00	IN-242155	
		Total	\$177.00		
<b>52722</b>	<b>04/03/25</b>	<b>INSIGHT BREWING COMPANY</b>			
E 609-00000-252		Beer Purchase	\$340.77	22485	
		Total	\$340.77		
<b>52723</b>	<b>04/03/25</b>	<b>JOHNSON BROTHERS LIQUOR</b>			

**\*Check Detail Register©**

Batch: 04032025 PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 609-00000-251		Liquor Purchase	\$63.24	2737449	
E 609-00000-252		Beer Purchase	\$2,737.97	2744049	
E 609-00000-253		Wine Purchase	\$1,338.90	2744050	
E 609-00000-260		THC For Resale	\$736.58	2744051	
E 609-00000-251		Liquor Purchase	\$1,417.37	2744052	
E 609-00000-251		Liquor Purchase	\$137.80	2748845	
E 609-00000-253		Wine Purchase	\$1,721.65	2748846	
E 609-00000-251		Liquor Purchase	\$2,338.90	2748848	
E 609-00000-251		Liquor Purchase	\$2,701.70	2752002	
E 609-00000-251		Liquor Purchase	\$4,218.27	2753176	
E 609-00000-254		Miscellaneous Purchase	\$74.80	2753178	
		Total	\$17,487.18		
<b>52724</b>	04/03/25	<b>M. AMUNDSON LLP</b>			
E 609-00000-256		Tobacco Products For Re	\$1,579.66	399561	
E 609-00000-210		Operating Supplies	\$16.59	399561	
E 609-00000-256		Tobacco Products For Re	\$2,924.77	399949	
		Total	\$4,521.02		
<b>52725</b>	04/03/25	<b>MENARDS - BLAINE</b>			
E 310-45200-530		Improvements Other Than	\$224.47	82614	LIGHT POLE RELOCATION PROJECT
		Total	\$224.47		
<b>52726</b>	04/03/25	<b>METRO SALES, INC.</b>			
E 101-41500-350		Print/Binding	\$83.40	INV2746109	MARCH 2024 COPIER CONTRACT
		Total	\$83.40		
<b>52727</b>	04/03/25	<b>MINNESOTA STREET WORKS, LLC</b>			
E 101-43100-232		Street Sweeping	\$1,822.50	27559	SPRING 2025 STREET SWEEPING
		Total	\$1,822.50		
<b>52728</b>	04/03/25	<b>MKL, LLC</b>			
E 101-41500-400		General Maintenance	\$100.00	04032025	WEEK ENDING 03/22/2025
E 101-41500-400		General Maintenance	\$100.00	04032025	WEEK ENDING 03/29/2025
		Total	\$200.00		
<b>52729</b>	04/03/25	<b>MSA PROFESSIONAL SERVICES INC</b>			
E 730-00000-303		Engineering Fees	\$297.50	014435	2025 GIS SERVICE UPGRADE
E 770-00000-303		Engineering Fees	\$297.50	014435	2025 GIS SERVICE UPGRADE
E 101-41500-303		Engineering Fees	\$2,215.00	014625	GENERAL SERVICES
G 101-22047		Norhart Development	\$3,150.00	014626	NORHART DEVELOPMENT
E 651-00000-303		Engineering Fees	\$1,540.00	014628	NPDES PHASE II MS4
E 730-00000-303		Engineering Fees	\$525.00	014629	WATER FEASIBILITY STUDY
G 101-22055		AT&T Escrow	\$612.50	014631	AT&T CELL TOWER
G 101-22057		Menlo Capital Partners	\$8,683.00	014632	MENLO CHIPOTLE PROJECT
		Total	\$17,320.50		
<b>52730</b>	04/03/25	<b>NEW FRANCE WINE COMPANY</b>			
E 609-00000-253		Wine Purchase	\$327.50	239435	
		Total	\$327.50		
<b>52731</b>	04/03/25	<b>PAUSTIS &amp; SONS</b>			
E 609-00000-253		Wine Purchase	\$930.50	260690	
		Total	\$930.50		
<b>52732</b>	04/03/25	<b>BILL PETRACEK</b>			

**\*Check Detail Register©**

Batch: 04032025 PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-41500-205		Mileage Reimbursement	\$200.00		MAY 2025
E 101-41500-321		Telephone	\$100.00		MAY 2025
		Total	\$300.00		
<b>52733</b>	04/03/25	<b>PHILLIPS WINE AND SPIRITS INC</b>			
E 609-00000-251		Liquor Purchase	\$528.85	6941330	
E 609-00000-253		Wine Purchase	\$635.20	6941331	
E 609-00000-251		Liquor Purchase	\$284.90	6945027	
E 609-00000-253		Wine Purchase	\$929.20	6945028	
E 609-00000-254		Miscellaneous Purchase	\$344.05	6945029	
		Total	\$2,722.20		
<b>52734</b>	04/03/25	<b>RECYCLE TECHNOLOGIES</b>			
E 101-43500-230		Contracted Services	\$447.65	254185	MARCH 2025 RECYCLING EVENT
		Total	\$447.65		
<b>52735</b>	04/03/25	<b>SCHMID, TRAVIS</b>			
E 101-43100-430		Miscellaneous	\$67.00		CDL REIMBURSEMENT
		Total	\$67.00		
<b>52736</b>	04/03/25	<b>SHAMROCK GROUP, INC.</b>			
E 609-00000-257		Ice For Resale	\$87.84	3128219	
		Total	\$87.84		
<b>52737</b>	04/03/25	<b>SOUTHERN GLAZER'S OF MN</b>			
E 609-00000-251		Liquor Purchase	\$260.10	2597293	
E 609-00000-251		Liquor Purchase	\$439.22	2599315	
E 609-00000-253		Wine Purchase	\$1,556.90	2599316	
E 609-00000-251		Liquor Purchase	\$2,255.49	2601848	
E 609-00000-253		Wine Purchase	\$567.84	2601849	
		Total	\$5,079.55		
<b>52738</b>	04/03/25	<b>ST PAUL STAMP WORKS, INC.</b>			
E 101-41500-430		Miscellaneous	\$33.80	IV00572866	NAME PLATE
		Total	\$33.80		
<b>52739</b>	04/03/25	<b>SURPLUS SERVICES</b>			
E 101-43100-240		Small Tools and Minor Eq	\$10.00	00014551	TOOLS AND SUPPLIES - PW
E 101-43100-210		Operating Supplies	\$8.00	20041832	TOOLS AND SUPPLIES - PW
		Total	\$18.00		
<b>52740</b>	04/03/25	<b>TITAN MACHINERY</b>			
E 101-43100-404		Repair Machinery/Equipm	\$237.04	SO0184400-	CASE LOADER REPAIRS
E 101-45200-404		Repair Machinery/Equipm	\$237.04	SO0184400-	CASE LOADER REPAIRS
E 651-00000-404		Repair Machinery/Equipm	\$45.14	SO0184400-	CASE LOADER REPAIRS
E 730-00000-404		Repair Machinery/Equipm	\$304.77	SO0184400-	CASE LOADER REPAIRS
E 770-00000-404		Repair Machinery/Equipm	\$304.77	SO0184400-	CASE LOADER REPAIRS
		Total	\$1,128.76		
<b>52741</b>	04/03/25	<b>TOTAL COMPLIANCE SOLUTIONS</b>			
E 609-00000-430		Miscellaneous	\$98.00	75175	PRE-EMP. SCREENING - MLS
E 101-42260-430		Miscellaneous	\$98.00	75175	PRE-EMP. SCREENING - FIRE DEPT
		Total	\$196.00		
<b>52742</b>	04/03/25	<b>URBAN GROWLER BREWING CO.</b>			
E 609-00000-252		Beer Purchase	\$174.50	E-39119	

**\*Check Detail Register©**

Batch: 04032025 PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$174.50		
<b>52743</b>	04/03/25	<b>USAFRIK, INC.</b>			
E 405-45200-500		Capital Expenditures	\$17,622.50	10481059 - P	MEMORIAL PARK RESTROOM REMODEL
Total			\$17,622.50		
<b>52744</b>	04/03/25	<b>VENN BREWING COMPANY</b>			
E 609-00000-252		Beer Purchase	\$239.50	8349	
Total			\$239.50		
<b>52745</b>	04/03/25	<b>VINOCOPIA</b>			
E 609-00000-253		Wine Purchase	\$39.48	0369941-IN	
E 609-00000-254		Miscellaneous Purchase	\$478.50	0369941-IN	
Total			\$517.98		
<b>52746</b>	04/03/25	<b>MARY VINZANT</b>			
E 101-41500-205		Mileage Reimbursement	\$22.78		1ST QTR 2025 REIMBURSEMENT
Total			\$22.78		
<b>52747</b>	04/03/25	<b>VOLUNTEER FIREFIGHTERS</b>			
E 101-42260-165		Life Insurance	\$14.00		NEW MEMBER PREMIUM
Total			\$14.00		
<b>52748</b>	04/03/25	<b>WINE MERCHANTS</b>			
E 609-00000-253		Wine Purchase	\$1,554.30	7511764	
E 609-00000-253		Wine Purchase	\$1.40	7512377	
Total			\$1,555.70		
<b>10100</b>			<b>\$217,391.42</b>		

**Fund Summary****10100 4M FUND**

101 GENERAL FUND	\$104,270.10
310 CAPITAL PROJECTS	\$224.47
405 PARK DEDICATION FEE FUND	\$17,622.50
609 MUNICIPAL LIQUOR FUND	\$91,919.67
651 STORM WATER FUND	\$1,585.14
730 WATER FUND	\$1,167.27
770 SEWER FUND	\$602.27
	<b>\$217,391.42</b>



Report Criteria:

Report type: Summary

Check Number	Check Issue Date	Payee	Amount
15642	03/20/2025	Amazon Capital Services	54.84
15643	03/20/2025	ANOKA COUNTY	545.16
15644	03/20/2025	ASPEN MILLS, INC	565.63
15645	03/20/2025	AXON ENTERPRISE, INC	17,828.38
15646	03/20/2025	Batteries Plus Bulbs	100.60
15647	03/20/2025	CENTENNIAL UTILITIES	1,406.76
15648	03/20/2025	CONNEXUS ENERGY	1,695.82
15649	03/20/2025	COVERALL NORTH AMERICA, INC	820.00
15650	03/20/2025	GEORGE'S INC	80.00
15651	03/20/2025	IMAGE PRINTING & GRAPHICS, INC	42.75
15652	03/20/2025	J. Becher & Associates Inc	18,400.00
15653	03/20/2025	Language Line Services	50.47
15654	03/20/2025	LEAGUE OF MN CITIES	182.08
15655	03/20/2025	LOFFLER COMPANIES	117.50
15656	03/20/2025	Metro-INET	8,174.00
15657	03/20/2025	MIDWAY FORD INC	990.44
15658	03/20/2025	OFFICE OF MN IT SERVICES	44.60
15659	03/20/2025	PETTY CASH/JEFF LAMBRECHT	39.00
15660	03/20/2025	SHI INTERNATIONAL CORP	1,036.40
15661	03/20/2025	SIGNS NOW	1,440.67
2025021	03/20/2025	CENTURY LINK	131.32
2025022	03/20/2025	HealthPartners, Inc.	16,625.63
2025023	03/20/2025	OPTUM FINANCIAL, INC.	1,908.54
2025024	03/20/2025	WEX BANK	3,664.00
Grand Totals:			75,944.59

M = Manual Check, V = Void Check

To: Mayor Murphy and City Council  
From: Bill Petracek, City Administrator  
Date: March 26, 2025



**Re: Northway Mall – Chipotle Development**

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Enclosed in the packet for your information you will find the following items submitted for the Northway Mall – Chipotle Development:

1. An application for consideration of a planning request from Menlo Capital Partners, LLC
2. Memo from Contour Development - requesting a planned unit development and preliminary plat for a Chipotle Restaurant and an additional out lot for future development.
3. Lexington Center Third Addition - preliminary plat/site plan/planned unit development
4. Parking and Traffic Study from Transportation Collaborative and Consultants
5. Staff memos from:
  - a. Steve Winter, City Engineer, outlining the preliminary plat review
  - b. Claire Stickler – MSA Consultant Planner – planned unit development review
  - c. Kurt Glaser, City Attorney

**\*\*Jason Stomel and Joe Radach will be present to represent Northway Mall development and will be presenting their request for zoning changes and discussing their proposed development.**

# City of Lexington

9180 LEXINGTON AVENUE • LEXINGTON, MINNESOTA 55014 • (763) 784-2792 • FAX (763) 785-8951

## APPLICATION FOR CONSIDERATION OF PLANNING REQUEST

Street Location of Property: Lake Drive and Griggs Avenue

Legal Description of Property: Lot 1, Block 1 and Lot 1A and 1B, Block 2 Lexington Center Second Addition

### **Owner:**

Name: Jason Stomel - Menlo Capital Partners, LLC Phone: 818-523-5665

Address: 10949 Ayres Avenue

City: Los Angeles State: CA Zip: 90064

### **Applicant (If Other than Owner):**

Name: Same Phone: \_\_\_\_\_

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

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

Type of Request: \_\_\_\_\_ Variance \_\_\_\_\_ Conditional Use Permit \_\_\_\_\_ Rezoning \_\_\_\_\_ Zoning Permit

\_\_\_\_\_ Minor Subdivision \_\_\_\_\_ Major Subdivision ☒ Planned Unit Development  
☒ Preliminary Plat \_\_\_\_\_ Final Plat \_\_\_\_\_ Grading Permit \_\_\_\_\_ Site Plan Review

Description of Request: \_\_\_\_\_

Preliminary Plat and Planned Unit Development for new Quick Serve Restaurant and future retail building

at the Lexington Center retail center.

Reason for Request: PUD is required to provide flexibility for parking requirements and setback requirements.

Present Zoning Classification: M-1, Central Business

Existing Use of Property: Commercial/Retail

Has a permit for a rezoning, variance, appeal or conditional use permit on the subject site or any part thereof been previously sought? Unknown When? \_\_\_\_\_

### **DISCLAIMER**

The fee charged for rezoning, variance, appeal or conditional use permit is nonrefundable. Upon signing below the applicant is acknowledging they have read and understand this.

Signature of Applicant:  Date: 1/30/2025

c:\users\contour civil\appdata\local\microsoft\windows\inetcache\content.outlook\uf9m5psg\planning request.doc



February 24, 2025

Claire Stickler – City Planner  
Members of the City Council and Planning Commission

City of Lexington  
9180 Lexington Avenue  
Lexington, MN 55014

Re: **LEXINGTON CENTER THIRD ADDITION**  
**Preliminary Plat and Planned Unit Development**

Ms. Stickler and Members of the City Council/Planning Commission:

Contour Development LLC and Menlo Capital Partners are pleased to present this request for Preliminary Plat and Planned Unit Development for a proposed six lot commercial/retail development located at the intersection of Lake Drive and Griggs Avenue. The site consists of the existing Northway Shopping Center and includes the AutoZone lot to the northeast and the daycare lot and accessory parking lot to the southwest. The purpose of the preliminary plat and PUD is to create two new lots, one for a Chipotle Restaurant and one for a future retail building.

## Overview

- Land Area: 9.83 acres
- Existing Zoning: M-1, Central Business
- Proposed Zoning: PUD based on Central Business
- Lots: 6 Lots
- Access: South Highway Drive and Griggs Avenue
- Utilities: City utilities
- Purpose: Project will bring high demand regional and national commercial retail/restaurant/service users to this vibrant commercial corridor.

## Request

Menlo Capital Partners is seeking approval for a Preliminary Plat and Planned Unit Development for the entire site and to create two new lots for a Chipotle Restaurant and a future retail/restaurant user. The PUD will include both buildings of the Northway Shopping Center, the AutoZone, and Mary's Montessori School. The PUD will generally be consistent with Central Business zoning standards with certain flexibility to make the project viable.



## Lot Users

Lot 1, Block 1:	Existing AutoZone
Lot 2, Block 1:	Proposed Chipotle
Lot 3, Block 1:	Existing Northway Shopping Center (northeast building)
Lot 4, Block 1:	Existing Northway Shopping Center (southwest building)
Lot 1A, Block 2:	Conceptual lot reserved for future use
Lot 1B, Block 2:	Existing Mary's Montessori School

All existing and proposed users are permitted uses in the Central Business zoning district except for the daycare which is a conditional use.

## PUD Discussion

Based on several meetings with city staff and sketch plan reviews with City Council, it was determined that a PUD is required to meet the project needs. This is primarily due to the existing and proposed non-conforming setbacks and lot coverage, and the proposed reduction in parking below code requirements. PUD flexibility is requested for the following items:

- Building Setbacks
- Parking Setbacks
- Lot Coverage
- Parking Requirements
- Landscape Requirements

### Building Setbacks

The zoning code for the Central Business zoning district has the following building setbacks:

- Front: 35 feet
- Rear: 30 feet
- Side: 15 feet

The table below lists the building setbacks for each lot. See Figure 1 for measurement locations.

Lot	Block	Front Setback	Rear Setback	Side Setback
1	1	25.1'	54.6'	77.7'
2	1	23.7'	37.3'	80.5'
3	1	69.3'	81.7'	16.2'
4	1	169.8	154.4'	0.0'
1A	2	59.7'	57.0'	1.5'
1B	2	19.1'	73.4'	105.2'

Based on the above analysis, the following setbacks are requested for the PUD so that the existing and proposed buildings meet requirements:

- Front: 19 feet
- Rear: 30 feet (no change)
- Side: 0 feet

#### Parking Setbacks

The zoning code does not specifically list parking setbacks, however according to Section 11.60 Subd. 22, parking is not allowed in any front yard or side yard setback. PUD flexibility is requested to allow parking in the front yard and side yard as shown on the site plans.

#### Lot Coverage

The zoning code for the Central Business zoning district lists a maximum lot coverage of 80 percent for all buildings and pavements. The table below lists the lot coverage for each lot.

Lot	Block	Lot Area (sf)	Impervious Area (sf)	Lot Coverage
1	1	34,752	23,387	82%
2	1	24,422	20,694	85%
3	1	139,472	109,895	79%
4	1	183,038	151,416	83%
1A	2	14,828	13,889	94%
1B	2	31,471	18,741	60%
<b>Total</b>		<b>427,983</b>	<b>343,022</b>	<b>80%</b>

Several lots exceed the maximum lot coverage, however the site as a whole meets the requirement. PUD flexibility is requested for individual lots to have up to 95% coverage. Alternatively, PUD flexibility could be to allow the lot coverage to be calculated over the entire PUD.

#### Parking Requirements

A detailed traffic and parking study was completed for the project. The parking study generally excluded Lot 1, Block 1 and Lot 1A, Block 2 since those lots are separate from the main project area and the parking provided meets the code requirements. For the remaining lots, the city code requires 484 parking spaces collectively. Under the existing conditions, approximately 391 parking spaces are available. After project completion, the available parking spaces will be reduced to approximately 315 parking spaces.

Per the parking study, the ITE Parking Generation Manual was used to determine parking demand for the site. The ITE shows a peak parking space demand of 204. This suggests a surplus of parking of 111 spaces. Based on the results of the parking study, adequate parking spaces are available for the existing and proposed uses.



PUD flexibility is requested to reduce the parking requirements from the code required parking to the ITE Parking Generation Manual peak demand.

### Landscaping

The zoning code does not specifically list landscape requirements, however according to Section 11.60 Subd. 7.D, landscaping shall be provided and maintained in all required front and side yards. Because this PUD requests a reduction in front and side yards, a similar reduction in landscaping is required.

## **General Discussion of New Uses**

### Lot 2, Block 1 – Chipotle Restaurant

The main purpose of the project is to create a lot for a free-standing Chipotle Restaurant that will be located in the existing parking lot of the northeasterly building of Northway Shopping Center. Throughout the metro area, excess parking spaces are being redeveloped for infill development and specifically for fast-casual restaurants. Property owners and cities are working collaboratively to redevelop the unused portions of the parking lots to make room for new users in the market.

Chipotle will hire 40-45 employees with about 8-12 working during peak hours. The hours of operation will be from 10:45 am to 11 pm, which is standard for this market.

### Lot 1B, Block 2

This lot is currently an unused parking lot. Menlo Capital Partners is currently seeking one or two users for this lot. A user has not yet been identified, but users that have expressed interest are donut shops, coffee shop, sandwich shops, and general retail services.

The current site plan would allow for a 2,760 square foot building, which is enough space for two smaller tenants or one large tenant. It is expected that the users will have a similar number of employees and hours of operation as Chipotle.

## **Stormwater and Environmental Considerations**

There are no environmental concerns for the project. A geotechnical evaluation was completed to review onsite soils and the potential for environmental concerns. The evaluation showed soils consisting of silty sand and no observed environmental impacts.

Underground stormwater treatment is proposed to meet the requirements of Rice Creek Watershed District and the City of Lexington.

## **Schedule**

The Chipotle project is scheduled to commence this spring and be completed by the end of the year. Lot 1B, Block 2 will not commence until a user is identified.

## Closing

We are excited to partner with the City of Lexington to bring this development and these businesses to the community. Your guidance and feedback are welcomed. If you have any questions or require further information, please contact me at 612-730-2265 or via email at [jradach@contourcd.com](mailto:jradach@contourcd.com).

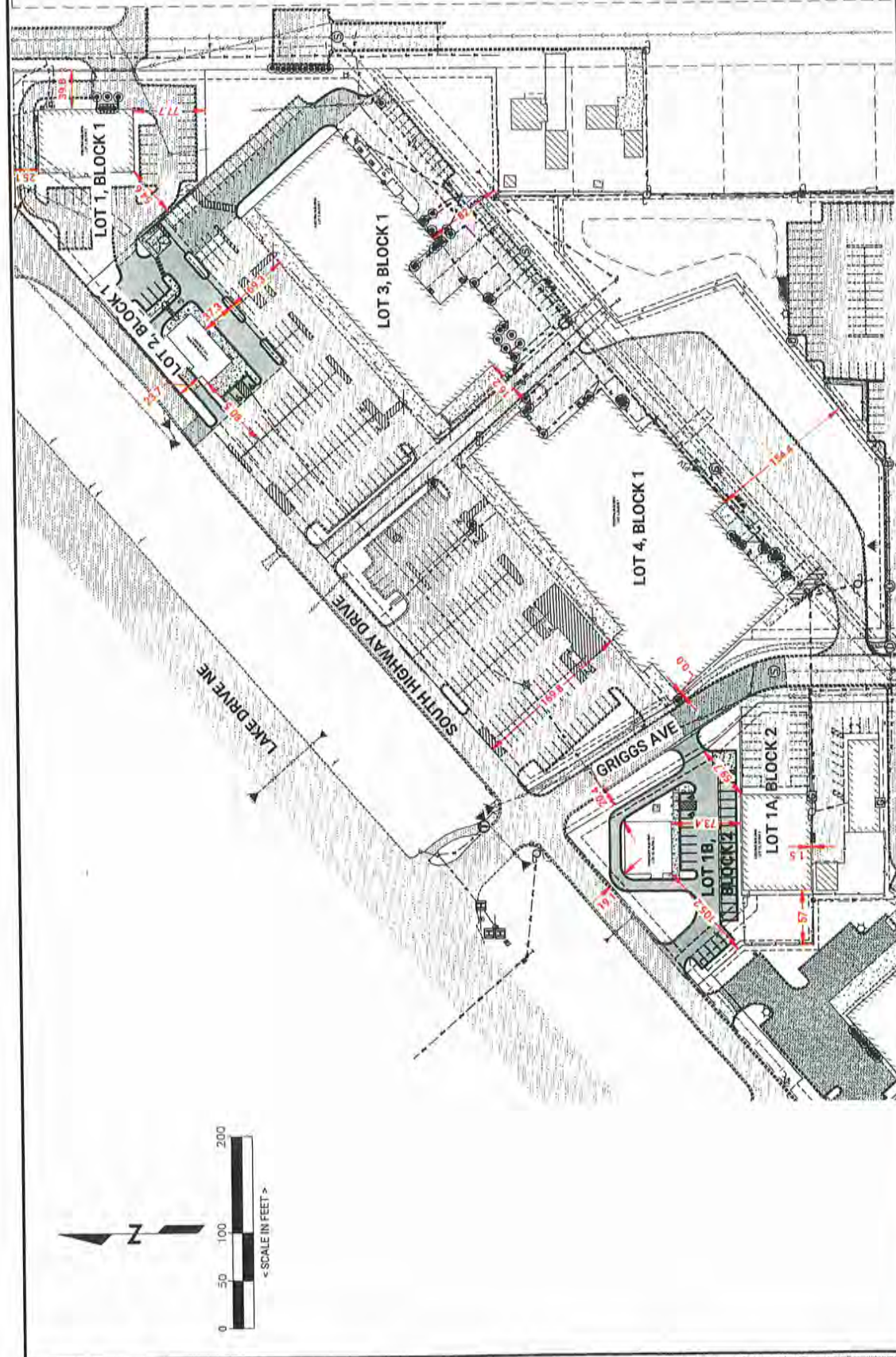
Respectfully,



Joseph Radach PE  
Contour Development LLC  
8195 Vernon Street  
Rockford, MN 55373

Attachment: Figure 1





LEXINGTON CENTER  
THIRD ADDITION  
LEXINGTON, MINNESOTA

MENLO CAPITAL PARTNERS, LLC  
10949 AYRES AVENUE  
LOS ANGELES, CA 90064

FIGURE 1  
BUILDING SETBACK EXHIBIT




C0.0	TITLE SHEET
V1.1	PRELIMINARY
V1.2	PRELIMINARY
C1.1	EXISTING CONDITIONS
C2.1	PRELIMINARY
C2.2	PRELIMINARY
C2.3	PRELIMINARY
C3.1	PRELIMINARY
C3.2	PRELIMINARY
C3.3	PRELIMINARY
C4.1	PRELIMINARY
C4.2	PRELIMINARY
C4.3	PRELIMINARY
C5.1	DETAILS
L1.1	LANDSCAPE
L1.2	LANDSCAPE
L1.3	LANDSCAPE

TITLE SHEET

C00.0







# PRELIMINARY PLAT

~for~ CONTOUR CIVIL AND DEVELOPMENT  
~of~ LEXINGTON CENTER THIRD ADDITION  
9101 South Highway Drive  
Lexington, MN

**BENCHMARK**  
NN/001 GRID STATION #82153  
NN/001 NAME: ANNEKA BIRN 44  
ELEVATION: 808.82 (NAVD 83)

NORTH

## LEGEND

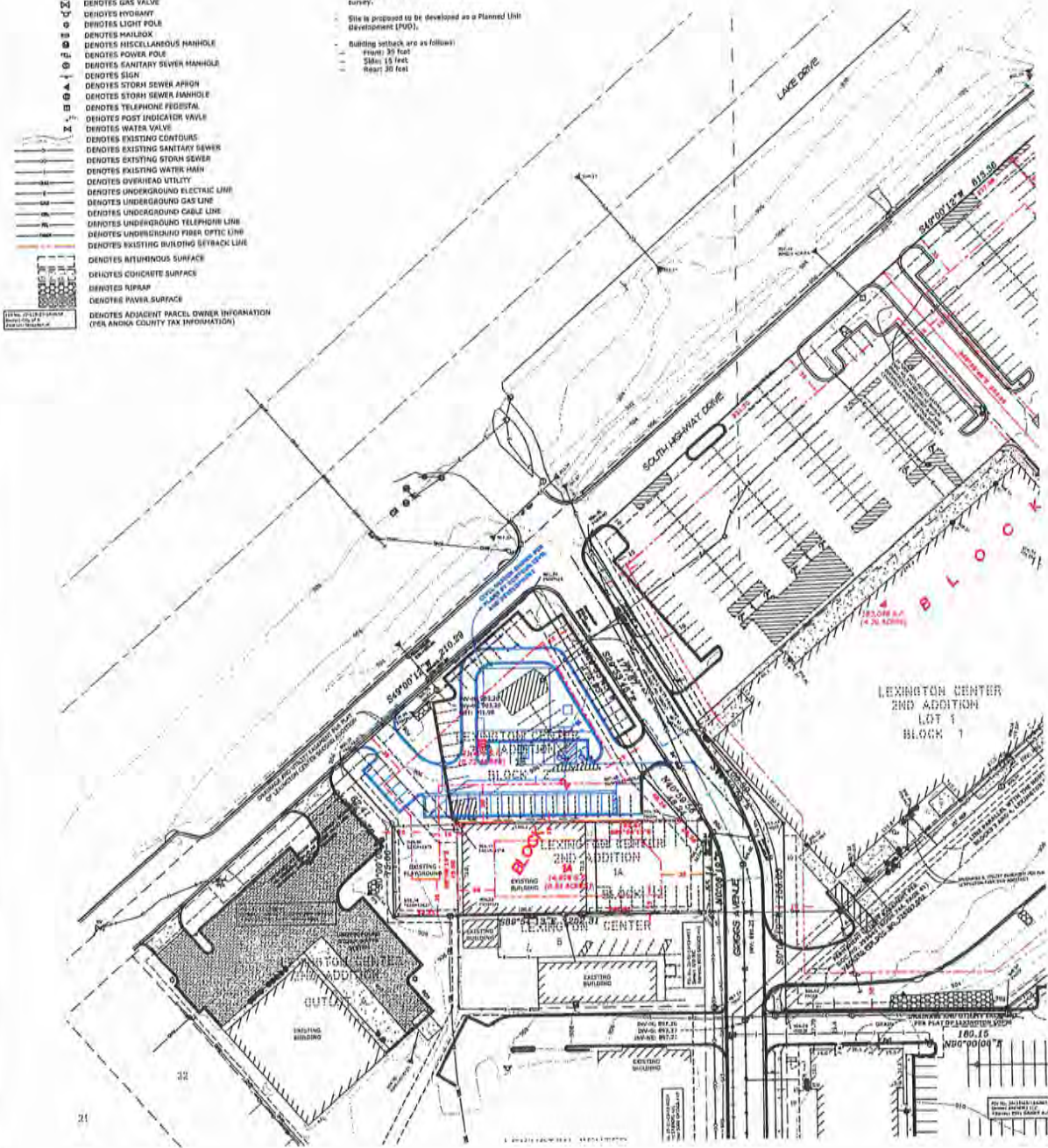
- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED ALSO # 41378
- ▲ DENOTES FOUND PINNAIL
- ⊠ DENOTES AIR CONDITIONING UNIT
- ⊙ DENOTES BOLLARD
- ⊞ DENOTES CABLE PEDESTAL
- ⊞ DENOTES CLEAN OUT
- ⊞ DENOTES ELECTRICAL BOX
- ⊞ DENOTES EXISTING SPOT ELEVATION
- ⊞ DENOTES FIBER OPTIC BOX
- ⊞ DENOTES GAS METER
- ⊞ DENOTES GAS VALVE
- ⊞ DENOTES HYDRANT
- ⊞ DENOTES LIGHT POLE
- ⊞ DENOTES MAILBOX
- ⊞ DENOTES MISCELLANEOUS HANDBOLE
- ⊞ DENOTES POWER POLE
- ⊞ DENOTES SANITARY SEWER MANHOLE
- ⊞ DENOTES SIGN
- ⊞ DENOTES STORM SEWER APPLIC
- ⊞ DENOTES STORM SEWER MANHOLE
- ⊞ DENOTES TELEPHONE PEDESTAL
- ⊞ DENOTES POST INDICATOR VEHICLE
- ⊞ DENOTES WATER VALVE
- ⊞ DENOTES EXISTING CONTOURS
- ⊞ DENOTES EXISTING SANITARY SEWER
- ⊞ DENOTES EXISTING STORM SEWER
- ⊞ DENOTES EXISTING WATER MAIN
- ⊞ DENOTES OVERHEAD UTILITY
- ⊞ DENOTES UNDERGROUND ELECTRIC LINE
- ⊞ DENOTES UNDERGROUND GAS LINE
- ⊞ DENOTES UNDERGROUND TELEPHONE LINE
- ⊞ DENOTES UNDERGROUND FIBER OPTIC LINE
- ⊞ DENOTES EXISTING BUILDING SETBACK LINE
- ⊞ DENOTES BITUMINOUS SURFACE
- ⊞ DENOTES CONCRETE SURFACE
- ⊞ DENOTES ASPHALT
- ⊞ DENOTES PAVEMENT SURFACE
- ⊞ DENOTES ADJACENT PARCEL OWNER INFORMATION (PER ANNEKA COUNTY TAX INFORMATION)

## NOTES

- This survey was completed by E.G. Rud and Sons, Inc. in January and June of 2015, October and November of 2014, and January of 2015.
- Bearings shown are on Anoka County datum.
- Parcel ID Number: 35-31-23-11-0081  
35-31-23-12-0048  
35-31-23-12-0049
- Curb shots are taken at the top and back of curb.
- This survey was prepared with the benefit of 100% work. Title Commitment File No. MCS-223655-ANCS prepared by First American Title Insurance Company National Commercial Services was used to supplement this survey.
- Site is proposed to be developed as a Planned Unit Development (PUD).
- Building setbacks are as follows:  
Front: 30 feet  
Side: 15 feet  
Rear: 30 feet

## EXISTING LEGAL DESCRIPTION

Lot 1, Block 1, LEXINGTON CENTER SECOND ADDITION, Anoka County, Minnesota.  
AND  
Lot 1A, Block 2, LEXINGTON CENTER SECOND ADDITION, Anoka County, Minnesota.  
AND  
Lot 1B, Block 2, LEXINGTON CENTER SECOND ADDITION, Anoka County, Minnesota.



**E. G. RUD & SONS, INC.**  
Professional Land Surveyors  
6776 Lake Drive NE, Suite 110  
Lino Lakes, MN 55014  
Tel. (651) 361-8200 Fax (651) 361-8701



I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

JACOB E. RUD  
Date: 3/15/2015 License No. 41576

NO.	DATE	DESCRIPTION	BY
1	3/15/2015	PRELIMINARY PLAT	JER
2	3/15/2015	REVISION	JER
3	3/15/2015	REVISION	JER
4	3/15/2015	REVISION	JER
5	3/15/2015	REVISION	JER





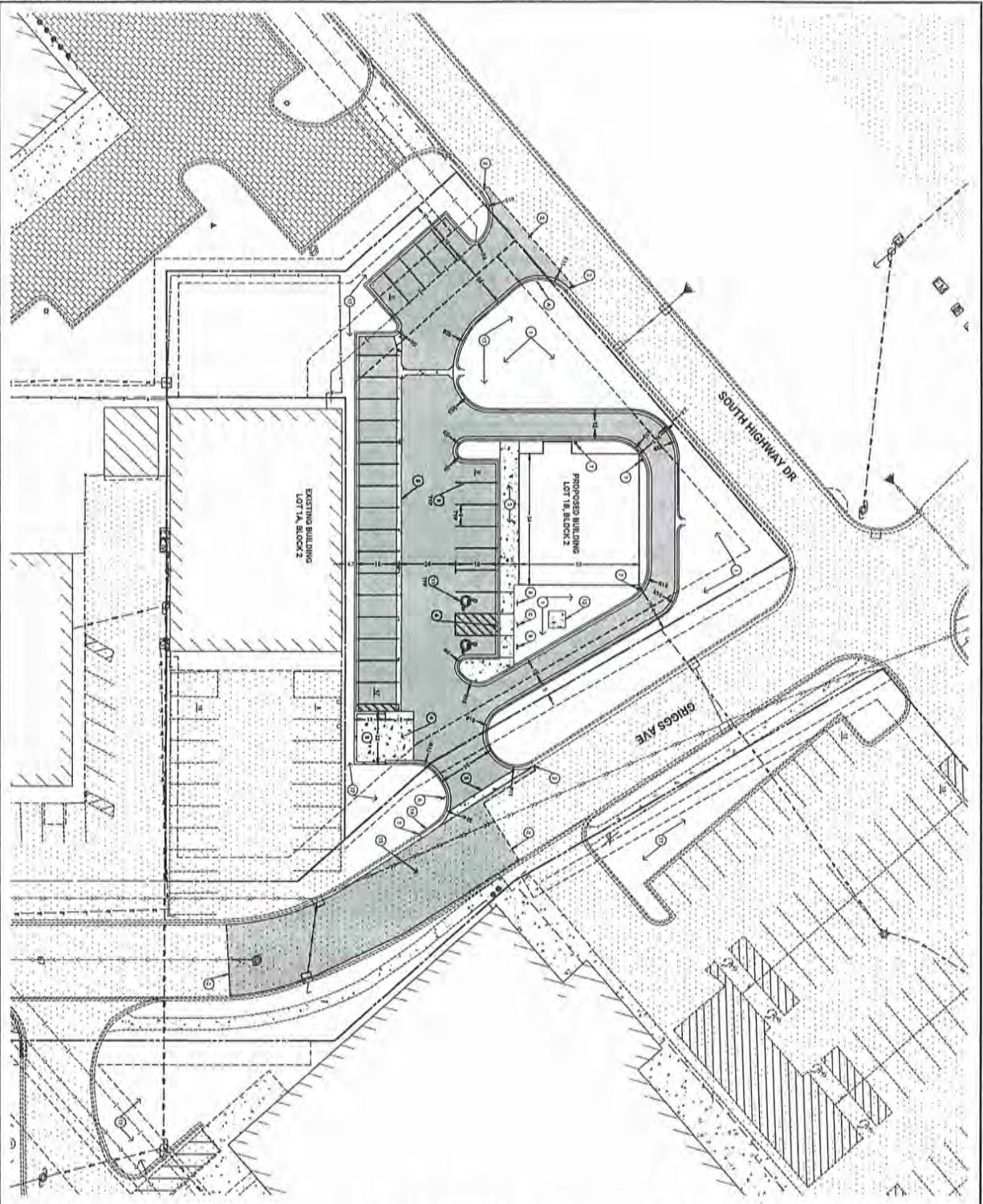












- REVISIONS**
- | NO. | DATE       | DESCRIPTION       |
|-----|------------|-------------------|
| 1   | 01/21/2019 | ISSUED FOR PERMIT |
| 2   | 03/19/2019 | CITY COMMENTS     |
| 3   |            |                   |
| 4   |            |                   |
| 5   |            |                   |
| 6   |            |                   |
| 7   |            |                   |

**LEGEND**


- PROPOSED BUILDING
- EXISTING BUILDING
- PARKING
- STREET
- LOT LINE
- UTILITY
- LANDSCAPE
- WATER
- SEWER
- STORM
- TRAIL
- BIKEWAY
- WALKWAY
- DRIVEWAY
- ENTRY
- EXIT
- DOOR
- WINDOW
- ROOF
- FLOOR
- CEILING
- WALL
- BASE
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- BOTTOM
- LEFT
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- FRONT
- BACK
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- OUTSIDE
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**NOTES**

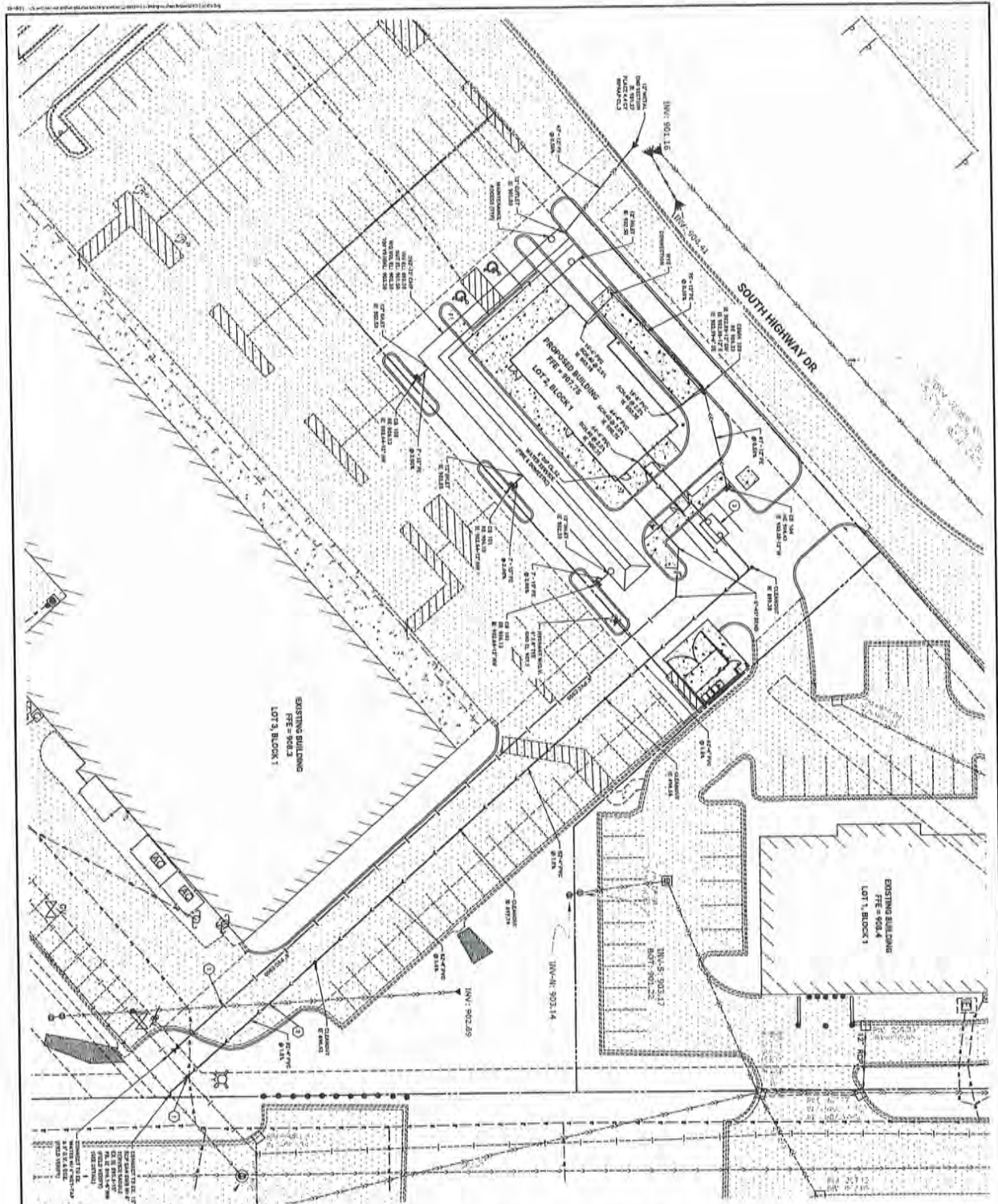
1. SEE ARCHITECTURAL FOR ALL BUILDING DETAILS AND FINISHES.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MINNESOTA BUILDING CODE AND ALL APPLICABLE ORDINANCES.
3. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.
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20. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.

<b>SHEET NUMBER</b> C2.3	<b>SITE PLAN</b> - LOT 1, BLOCK 2 -  <b>LEXINGTON CENTER</b> <b>THIRD ADDITION</b> LEXINGTON, MINNESOTA	<b>OWNER</b>  <b>MENLO CAPITAL PARTNERS, LLC</b> 10940 AVRES AVENUE LOS ANGELES, CA 90064	<b>REVISIONS</b> <table border="1"><thead><tr><th>NO.</th><th>DATE</th><th>DESCRIPTION</th></tr></thead><tbody><tr><td>1</td><td>01/21/2019</td><td>ISSUED FOR PERMIT</td></tr><tr><td>2</td><td>03/19/2019</td><td>CITY COMMENTS</td></tr><tr><td>3</td><td></td><td></td></tr><tr><td>4</td><td></td><td></td></tr><tr><td>5</td><td></td><td></td></tr><tr><td>6</td><td></td><td></td></tr><tr><td>7</td><td></td><td></td></tr></tbody></table>	NO.	DATE	DESCRIPTION	1	01/21/2019	ISSUED FOR PERMIT	2	03/19/2019	CITY COMMENTS	3			4			5			6			7			<b>DATE:</b> 12/13/24 <b>BY:</b> JTR	<b>CONTOUR CIVIL DESIGN</b>  8195 VERMION STREET, ROCKFORD, MN 55373 TEL: 612.790.2265   WWW.CONTOURCD.COM
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SHEET NUMBER: <b>C31</b>	UTILITY PLAN - OVERALL -	OWNER: <b>MENLO CAPITAL PARTNERS, LLC</b> 10949 AVYRE AVENUE LOS ANGELES, CA 90064	REVISIONS:    ISSUE DATE: 12/12/24    BY: JTR 1. 01/17/25 CITY COMMENTS 2. 03/14/25 CITY COMMENTS 3. 4. 5. 6. 7.	SCALE: 1/8" = 1'-0" DATE: 12/12/24    BY: JTR	 <p><b>CONTOUR</b> CIVIL DESIGN</p> <p>8195 VERNON STREET, ROCKFORD, IL 61133 TEL: 815.730.2248   WWW.CONTOURCD.COM</p>
	LEXINGTON CENTER THIRD ADDITION LEXINGTON, MINNESOTA				





**UTILITY CROSSINGS**

TYPE & SIZE	DATE	BY	REMARKS
1. 12" WATER	12/12/24	JTR	1. 12" WATER
2. 12" SEWER	12/12/24	JTR	2. 12" SEWER
3. 12" GAS	12/12/24	JTR	3. 12" GAS
4. 12" ELECTRIC	12/12/24	JTR	4. 12" ELECTRIC

**REMARKS**

1. 12" WATER
2. 12" SEWER
3. 12" GAS
4. 12" ELECTRIC

**STORM SEWER SCHEDULE**

SIZE	LENGTH	DATE	BY
12"	100.00	12/12/24	JTR
18"	100.00	12/12/24	JTR
24"	100.00	12/12/24	JTR
30"	100.00	12/12/24	JTR
36"	100.00	12/12/24	JTR
42"	100.00	12/12/24	JTR
48"	100.00	12/12/24	JTR
54"	100.00	12/12/24	JTR
60"	100.00	12/12/24	JTR

- UTILITY PLAN NOTES**
1. ALL UTILITIES SHOWN ARE BASED ON THE LATEST AVAILABLE RECORD DRAWINGS AND FIELD SURVEY DATA.
  2. THE DEPTHS OF ALL UTILITIES SHOWN ARE BASED ON THE LATEST AVAILABLE RECORD DRAWINGS AND FIELD SURVEY DATA.
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**LEGEND**

SYMBOL	DESCRIPTION
[Symbol]	12" WATER
[Symbol]	12" SEWER
[Symbol]	12" GAS
[Symbol]	12" ELECTRIC
[Symbol]	12" TELEPHONE
[Symbol]	12" CABLE
[Symbol]	12" FIBER OPTIC
[Symbol]	12" RAILROAD
[Symbol]	12" HIGHWAY
[Symbol]	12" AIRPORT
[Symbol]	12" CANAL
[Symbol]	12" DRAINAGE
[Symbol]	12" FLOODPLAIN
[Symbol]	12" WETLAND
[Symbol]	12" WOODLAND
[Symbol]	12" PRAIRIE
[Symbol]	12" CROPLAND
[Symbol]	12" URBAN
[Symbol]	12" RURAL
[Symbol]	12" FOREST
[Symbol]	12" WETLAND
[Symbol]	12" WOODLAND
[Symbol]	12" PRAIRIE
[Symbol]	12" CROPLAND
[Symbol]	12" URBAN
[Symbol]	12" RURAL
[Symbol]	12" FOREST

<p><b>UTILITY PLAN</b> - LOT 2, BLOCK 1 -</p> <p><b>LEXINGTON CENTER</b> THIRD ADDITION LEXINGTON, MINNESOTA</p>	<p><b>MENLO CAPITAL PARTNERS, LLC</b> 10949 AVRES AVENUE LOS ANGELES, CA 90064</p>	<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>12/12/24</td> <td>12/12/24 CITY COMMENTS</td> </tr> <tr> <td>2</td> <td>12/12/24</td> <td>12/12/24 CITY COMMENTS</td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td></td> <td></td> </tr> <tr> <td>6</td> <td></td> <td></td> </tr> <tr> <td>7</td> <td></td> <td></td> </tr> </table>	NO.	DATE	DESCRIPTION	1	12/12/24	12/12/24 CITY COMMENTS	2	12/12/24	12/12/24 CITY COMMENTS	3			4			5			6			7			<p>BY: JTR</p> <p>DATE: 12/12/24</p> <p>SCALE: 1" = 20'</p>
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<p><b>CONTOUR CIVIL DESIGN</b></p> <p>8105 VERNON STREET, ROCKFORD, MN 55373 TEL: 612.730.2260   WWW.CONTOURCD.COM</p>	<p><b>811</b></p> <p>Know what's below. Call before you dig.</p>																										

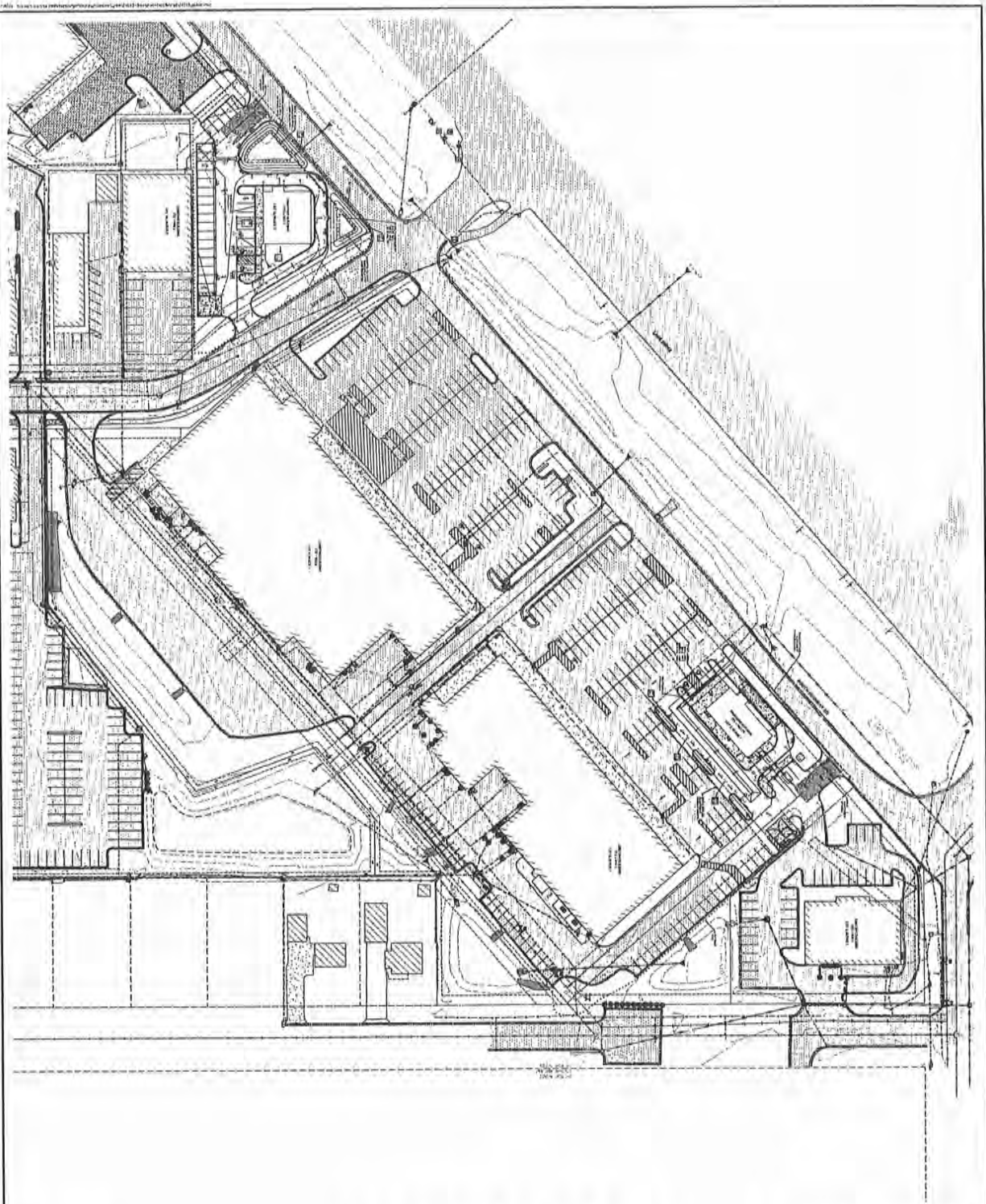




1. A patient with chronic renal disease and a blood urea nitrogen level of 10 mg/dL is scheduled for a renal transplant. The patient has a history of hypertension and is currently taking lisinopril. The nurse should monitor the patient for which of the following complications? (Select all that apply.)
  - a. Hypertension
  - b. Hypotension
  - c. Hyperkalemia
  - d. Hypokalemia
  - e. Hypernatremia
  - f. Hyponatremia
2. A patient with chronic renal disease is scheduled for a renal transplant. The nurse should monitor the patient for which of the following complications? (Select all that apply.)
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  - c. Hyperkalemia
  - d. Hypokalemia
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  - b. Hypotension
  - c. Hyperkalemia
  - d. Hypokalemia
  - e. Hypernatremia
  - f. Hyponatremia
6. A patient with chronic renal disease is scheduled for a renal transplant. The nurse should monitor the patient for which of the following complications? (Select all that apply.)
  - a. Hypertension
  - b. Hypotension
  - c. Hyperkalemia
  - d. Hypokalemia
  - e. Hypernatremia
  - f. Hyponatremia
7. A patient with chronic renal disease is scheduled for a renal transplant. The nurse should monitor the patient for which of the following complications? (Select all that apply.)
  - a. Hypertension
  - b. Hypotension
  - c. Hyperkalemia
  - d. Hypokalemia
  - e. Hypernatremia
  - f. Hyponatremia
8. A patient with chronic renal disease is scheduled for a renal transplant. The nurse should monitor the patient for which of the following complications? (Select all that apply.)
  - a. Hypertension
  - b. Hypotension
  - c. Hyperkalemia
  - d. Hypokalemia
  - e. Hypernatremia
  - f. Hyponatremia
9. A patient with chronic renal disease is scheduled for a renal transplant. The nurse should monitor the patient for which of the following complications? (Select all that apply.)
  - a. Hypertension
  - b. Hypotension
  - c. Hyperkalemia
  - d. Hypokalemia
  - e. Hypernatremia
  - f. Hyponatremia
10. A patient with chronic renal disease is scheduled for a renal transplant. The nurse should monitor the patient for which of the following complications? (Select all that apply.)
  - a. Hypertension
  - b. Hypotension
  - c. Hyperkalemia
  - d. Hypokalemia
  - e. Hypernatremia
  - f. Hyponatremia


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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100



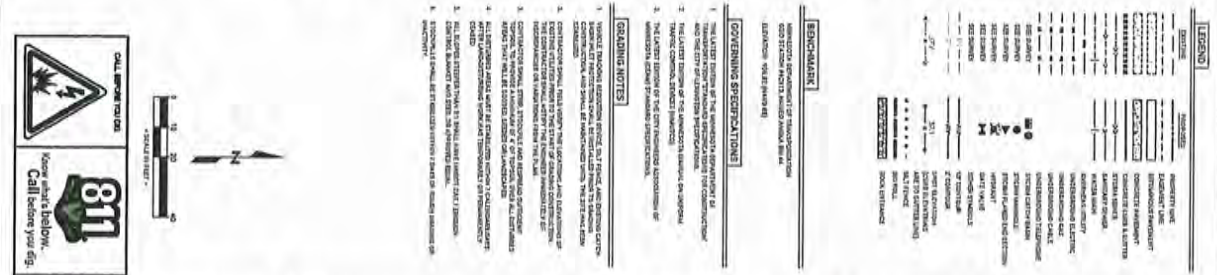


- REVISIONS**
- | NO. | DATE     | DESCRIPTION   |
|-----|----------|---------------|
| 1.  | 01/31/25 | CITY COMMENTS |
| 2.  | 03/19/25 | CITY COMMENTS |
| 3.  |          |               |
| 4.  |          |               |
| 5.  |          |               |
| 6.  |          |               |
| 7.  |          |               |
- ISSUE DATE:** 12/12/24 **BY:** JTR
- CONVENIENCE SPECIFICATIONS**
1. THE GRADING AND DRAINAGE PLAN SHALL BE SUBMITTED TO THE CITY OF MINNEAPOLIS FOR REVIEW AND APPROVAL.
  2. THE GRADING AND DRAINAGE PLAN SHALL BE SUBMITTED TO THE CITY OF MINNEAPOLIS FOR REVIEW AND APPROVAL.
  3. THE GRADING AND DRAINAGE PLAN SHALL BE SUBMITTED TO THE CITY OF MINNEAPOLIS FOR REVIEW AND APPROVAL.
  4. THE GRADING AND DRAINAGE PLAN SHALL BE SUBMITTED TO THE CITY OF MINNEAPOLIS FOR REVIEW AND APPROVAL.
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  6. THE GRADING AND DRAINAGE PLAN SHALL BE SUBMITTED TO THE CITY OF MINNEAPOLIS FOR REVIEW AND APPROVAL.
  7. THE GRADING AND DRAINAGE PLAN SHALL BE SUBMITTED TO THE CITY OF MINNEAPOLIS FOR REVIEW AND APPROVAL.
- GRADING NOTES**
1. THE GRADING AND DRAINAGE PLAN SHALL BE SUBMITTED TO THE CITY OF MINNEAPOLIS FOR REVIEW AND APPROVAL.
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  7. THE GRADING AND DRAINAGE PLAN SHALL BE SUBMITTED TO THE CITY OF MINNEAPOLIS FOR REVIEW AND APPROVAL.

PROJECT NAME	LEXINGTON CENTER THIRD ADDITION
PROJECT LOCATION	10949 AVENUE, LOS ANGELES, CA 90064
CLIENT	CONTOUR CIVIL DESIGN
DESIGNER	CONTOUR CIVIL DESIGN
CHECKED BY	CONTOUR CIVIL DESIGN
DATE	12/12/24
SCALE	AS SHOWN
PROJECT NO.	2024-001
PROJECT STATUS	IN PROGRESS
PROJECT PHASE	DESIGN
PROJECT TYPE	GRADING & DRAINAGE
PROJECT SIZE	10,000 SQ. FT.
PROJECT BUDGET	\$100,000
PROJECT RISK	LOW
PROJECT TEAM	CONTOUR CIVIL DESIGN
PROJECT LEAD	CONTOUR CIVIL DESIGN
PROJECT MANAGER	CONTOUR CIVIL DESIGN
PROJECT COORDINATOR	CONTOUR CIVIL DESIGN
PROJECT ASSISTANT	CONTOUR CIVIL DESIGN
PROJECT SUPPORT	CONTOUR CIVIL DESIGN
PROJECT CONTACT	CONTOUR CIVIL DESIGN
PROJECT PHONE	512-730-2253
PROJECT FAX	512-730-2253
PROJECT EMAIL	WWW.CONTOURCIVILDESIGN.COM
PROJECT WEBSITE	WWW.CONTOURCIVILDESIGN.COM
PROJECT ADDRESS	8105 VERNON STREET, ROCKFORD, MI 58373
PROJECT CITY	ROCKFORD, MI 58373
PROJECT STATE	MI 58373
PROJECT COUNTRY	USA

<b>GRADING &amp; DRAINAGE PLAN - OVERALL -</b>  <b>LEXINGTON CENTER THIRD ADDITION</b> LEXINGTON, MINNESOTA  CA.1	<b>OWNER</b>  <b>MENLO CAPITAL PARTNERS, LLC</b> 10949 AVENUE LOS ANGELES, CA 90064	<b>REVISIONS</b> 1. 01/31/25 CITY COMMENTS 2. 03/19/25 CITY COMMENTS 3. 4. 5. 6. 7.	<b>ISSUE DATE:</b> 12/12/24 <b>BY:</b> JTR  <b>CONVENIENCE SPECIFICATIONS</b> 1. THE GRADING AND DRAINAGE PLAN SHALL BE SUBMITTED TO THE CITY OF MINNEAPOLIS FOR REVIEW AND APPROVAL. 2. THE GRADING AND DRAINAGE PLAN SHALL BE SUBMITTED TO THE CITY OF MINNEAPOLIS FOR REVIEW AND APPROVAL. 3. THE GRADING AND DRAINAGE PLAN SHALL BE SUBMITTED TO THE CITY OF MINNEAPOLIS FOR REVIEW AND APPROVAL. 4. THE GRADING AND DRAINAGE PLAN SHALL BE SUBMITTED TO THE CITY OF MINNEAPOLIS FOR REVIEW AND APPROVAL. 5. THE GRADING AND DRAINAGE PLAN SHALL BE SUBMITTED TO THE CITY OF MINNEAPOLIS FOR REVIEW AND APPROVAL. 6. THE GRADING AND DRAINAGE PLAN SHALL BE SUBMITTED TO THE CITY OF MINNEAPOLIS FOR REVIEW AND APPROVAL. 7. THE GRADING AND DRAINAGE PLAN SHALL BE SUBMITTED TO THE CITY OF MINNEAPOLIS FOR REVIEW AND APPROVAL.	 <b>CONTOUR CIVIL DESIGN</b> 8105 VERNON STREET, ROCKFORD, MI 58373 TEL: 512-730-2253   WWW.CONTOURCIVILDESIGN.COM
		PREPARED BY: JTR CHECKED BY: JTR DATE: 12/12/24 SCALE: AS SHOWN PROJECT NO.: 2024-001 PROJECT STATUS: IN PROGRESS PROJECT PHASE: DESIGN PROJECT TYPE: GRADING & DRAINAGE PROJECT SIZE: 10,000 SQ. FT. PROJECT BUDGET: \$100,000 PROJECT RISK: LOW PROJECT TEAM: CONTOUR CIVIL DESIGN PROJECT LEAD: CONTOUR CIVIL DESIGN PROJECT MANAGER: CONTOUR CIVIL DESIGN PROJECT COORDINATOR: CONTOUR CIVIL DESIGN PROJECT ASSISTANT: CONTOUR CIVIL DESIGN PROJECT SUPPORT: CONTOUR CIVIL DESIGN PROJECT CONTACT: CONTOUR CIVIL DESIGN PROJECT PHONE: 512-730-2253 PROJECT FAX: 512-730-2253 PROJECT EMAIL: WWW.CONTOURCIVILDESIGN.COM PROJECT WEBSITE: WWW.CONTOURCIVILDESIGN.COM		

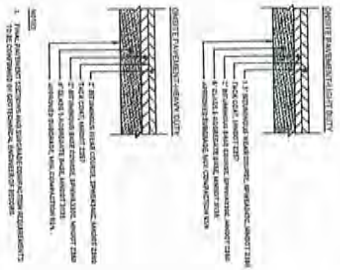




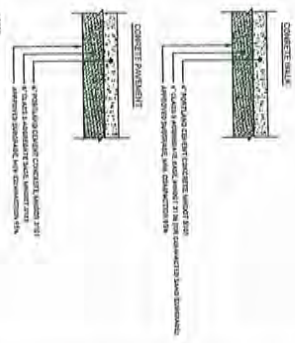




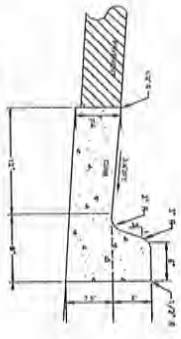




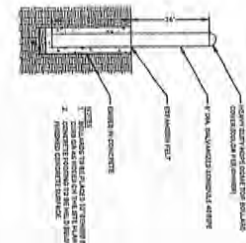
1 FLEXIBLE PAVEMENT SECTIONS  
NO SCALE



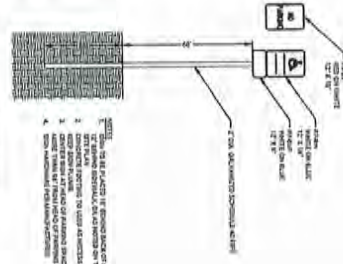
2 RIGID PAVEMENT SECTIONS  
NO SCALE



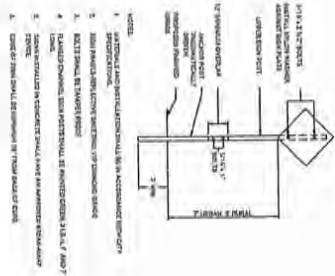
3 CONCRETE CURB & GUTTER  
NO SCALE



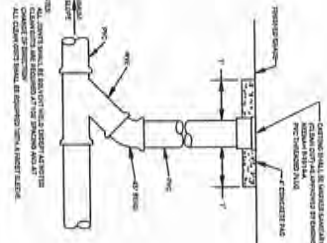
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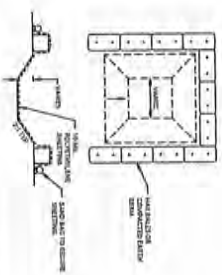
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NO SCALE



6 TYPICAL SIGN  
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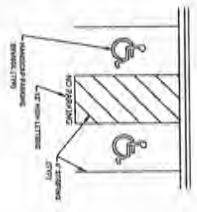
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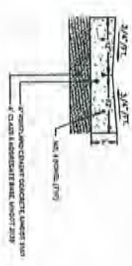
8 CONCRETE WASHOUT  
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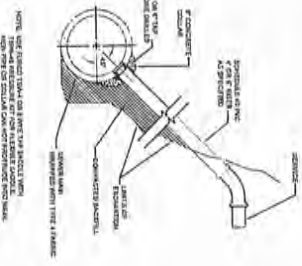
9 TAPERED WASHOUT  
NO SCALE



10 HANDICAP PARKING SPACE PAVEMENT MARKINGS  
NO SCALE

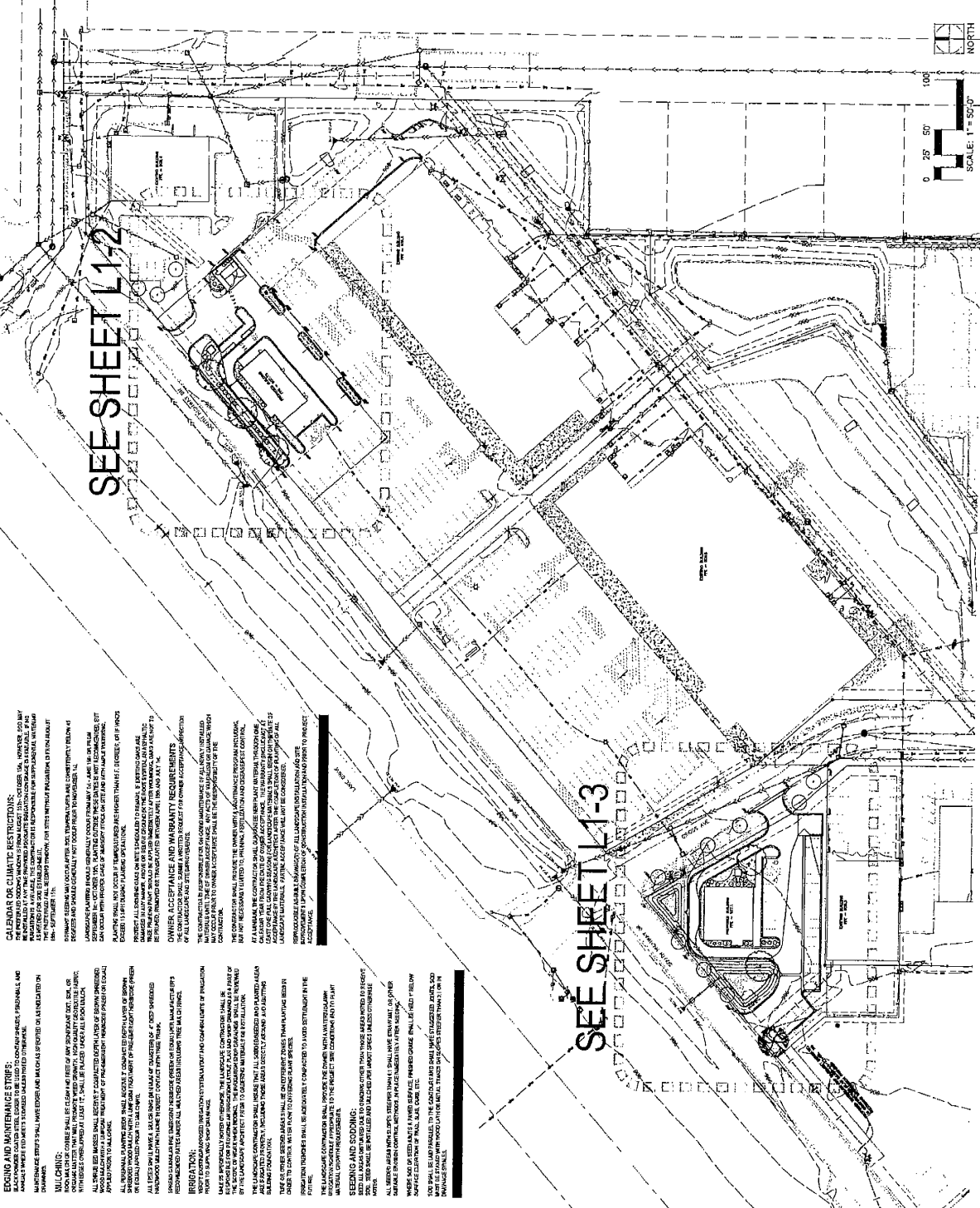


11 CONCRETE VALLEY GUTTER  
NO SCALE



12 SANITARY SERVICE SPACE CONNECTION  
NO SCALE

<b>DETAILS</b> <b>LEXINGTON CENTER</b> <b>THIRD ADDITION</b> LEXINGTON, MINNESOTA	<b>OWNER</b> <b>MENLO CAPITAL PARTNERS, LLC</b> 10949 AVYRES AVENUE LOS ANGELES, CA 90064	REVISIONS 1. 01/10/25 CIV COMMENTS 2. 03/18/25 CIV COMMENTS 3. 4. 5. 6.	ISSUE DATE: 11/19/24 BY: JTR DATE: 11/19/24	 <b>CONTOUR CIVIL DESIGN</b> 8145 VERNON STREET, ROCKY HILL, MN 55373 TEL 512.730.2265   WWW.CONTOURCD.COM
		SHEET NUMBER <b>C5.1</b>		



**CALENDAR OF CLIMATIC RESTRICTIONS:**  
THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF RAPHAN, IOWA, AND THE IOWA DEPARTMENT OF TRANSPORTATION (DOT) PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF RAPHAN, IOWA, AND THE IOWA DEPARTMENT OF TRANSPORTATION (DOT) PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF RAPHAN, IOWA, AND THE IOWA DEPARTMENT OF TRANSPORTATION (DOT) PRIOR TO THE START OF CONSTRUCTION.

**EXISTING AND MAINTENANCE STRIPS:**  
THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING AND MAINTENANCE STRIPS DURING THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING AND MAINTENANCE STRIPS DURING THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING AND MAINTENANCE STRIPS DURING THE CONSTRUCTION PERIOD.

**THE CONTRACTOR SHALL:**  
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**VEGETATION:**  
THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING VEGETATION DURING THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING VEGETATION DURING THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING VEGETATION DURING THE CONSTRUCTION PERIOD.

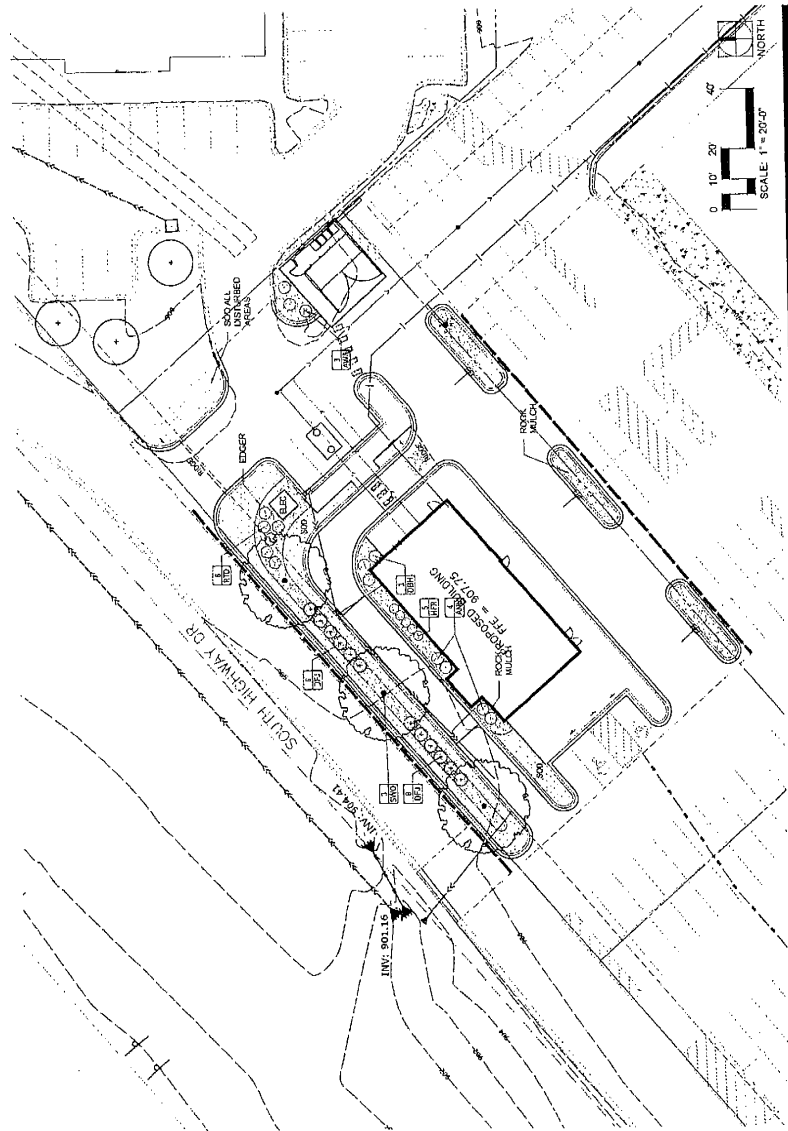
**SEEDING AND SOODING:**  
THE CONTRACTOR SHALL BE RESPONSIBLE FOR SEEDING AND SOODING ALL EXPOSED SOIL DURING THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SEEDING AND SOODING ALL EXPOSED SOIL DURING THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SEEDING AND SOODING ALL EXPOSED SOIL DURING THE CONSTRUCTION PERIOD.

**LANDSCAPE INSTALLATION AND PHASING:**  
THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND PHASING ALL LANDSCAPE MATERIALS DURING THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND PHASING ALL LANDSCAPE MATERIALS DURING THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND PHASING ALL LANDSCAPE MATERIALS DURING THE CONSTRUCTION PERIOD.

**LANDSCAPE NOTES:**  
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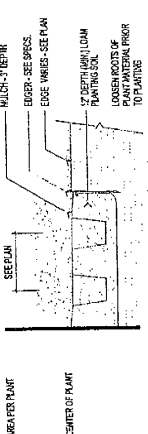


SHRUB & PERENNIAL PLANTING PLAN:

SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	CONT.	COMMENTS
[Symbol]	DECIDUOUS TREES				
[Symbol]	SHRUBS				
[Symbol]	PERENNIALS AND GRASSES				
[Symbol]	CONIFERUS				

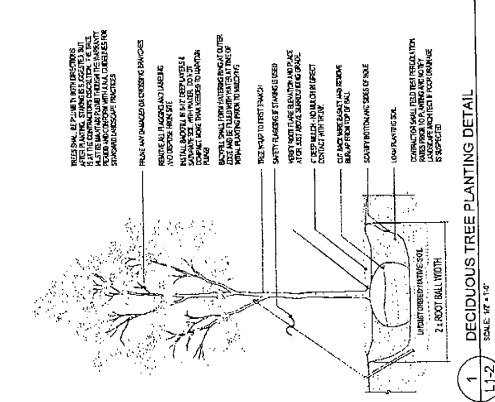
GROUND COVER SCHEDULE:

SYMBOL	MATERIAL	SPECIFICATION	NOTES
[Symbol]	ROCK MULCH	1.5" DIMENSION CRUSHED GRANITE ROCK MULCH	3" DEPTH
[Symbol]	WETLAND SEED MAT	MINIMUM 433-551 FOR INFILTRATION BASINS	30 LBS/SQ YD
[Symbol]	SOIL	BLUESGRASS PEAT SOIL	N/A



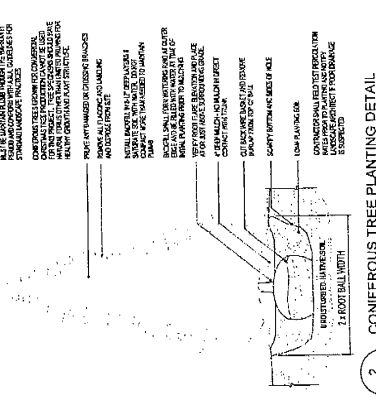
PERENNIAL PLANTING

SCALE: 3/4" = 1'-0"



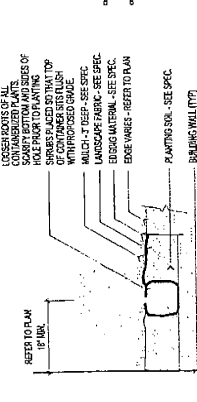
1 DECIDUOUS TREE PLANTING DETAIL

SCALE: 3/4" = 1'-0"



2 CONIFERUS TREE PLANTING DETAIL

SCALE: 3/4" = 1'-0"

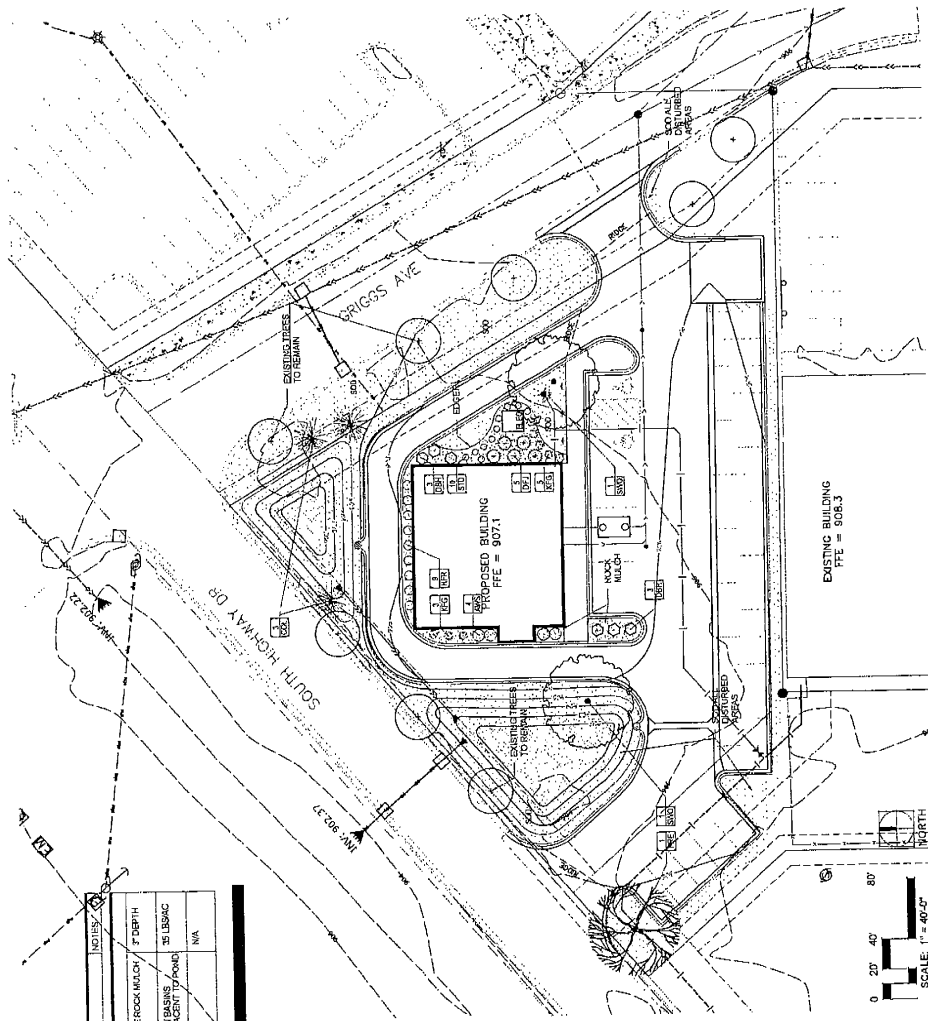


3 SHRUB PLANTING DETAIL

SCALE: 3/4" = 1'-0"

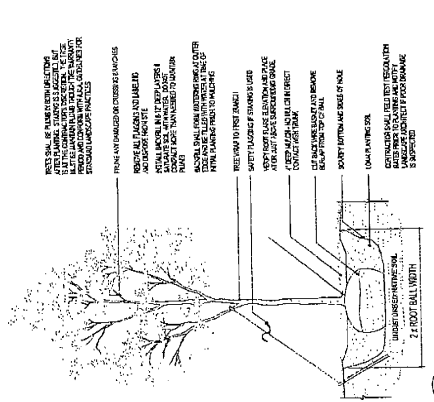
PLANTING DETAILS:



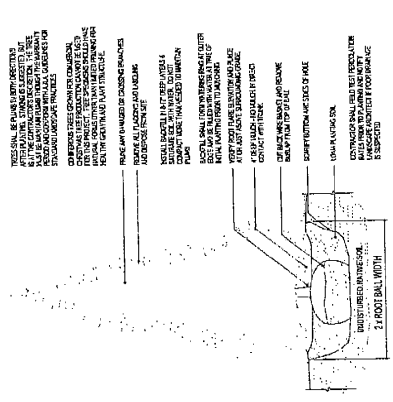


SPECIFICATION		NOTES
GRAPHIC MATERIAL	ROCK MULCH	1" DEPTH
	WETLAND SEED MIX	35 LB/AC
	SCD	N/A

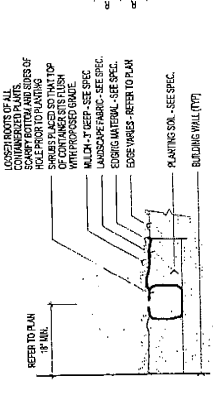
GROUND COVER SCHEDULE:



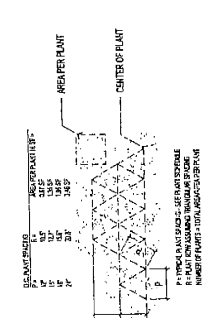
DECIDUOUS TREE PLANTING DETAIL



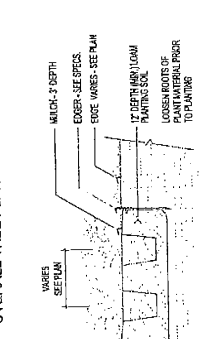
**CONIFEROUS TREE PLANTING DETAIL**



OR/OLIP B1 ACTING DETAIL



PERENNIAL SPACING GUIDELINES



5 PERENNIAL PLANTING

[illegible]

PLANTING SCHEDULE (THIS PAGE ONLY):

To: Joseph Radach, PE  
Contour Civil & Development

From: Matt Pacyna, PE, Principal  
Transportation Collaborative & Consultants, LLC

Date: January 31, 2025

Subject: Northway Center Infill Development Traffic and Parking Study

## INTRODUCTION

TC2 completed a traffic and parking study for the proposed infill developments in the Northway Center shopping plaza in Lexington, MN. The subject site, shown in [Figure 1](#), is generally southeast of Lake Drive (CR 23) near Griggs Avenue. The main objectives of the study are to quantify existing traffic and parking operations within the study area, evaluate potential impacts associated with the proposed infill developments, and identify improvements, as needed, to ensure safe and efficient operations for all users. The following study assumptions, methodology, and findings are offered for consideration.

*Figure 1 Subject Site*





## EXISTING CONDITIONS

Existing conditions were reviewed within the study area to quantify current operations to help determine impacts associated with the proposed development. The evaluation of existing conditions included collecting traffic volumes, observing transportation characteristics, analyzing intersection capacity, and reviewing crash history, which are described in the following sections. Existing parking conditions are detailed later in this report.

### Traffic Volumes

Vehicular intersection turning movement and pedestrian / bicyclist counts were collected at the following study intersections on Thursday, October 24, 2024.

- Lake Drive (CR 23) and Woodland Road
- Lake Drive (CR 23) and Griggs Avenue
- Lake Drive (CR 23) and Restwood Road
- S Highway Drive and Woodland Road
- S Highway Drive and Griggs Avenue
- S Highway Drive and Restwood Road
- Griggs Avenue and Northway Center S Access

The counts included a combination of a.m. / p.m. peak period (i.e., 7 to 9 a.m. and 4 to 6 p.m.) and 13-hour (i.e., 6 a.m. to 7 p.m.) data. The a.m. and p.m. peak hours within the study area generally represent 7:00 to 8:00 a.m. and 5:00 to 6:00 p.m. Average daily traffic (ADT) volumes were provided by MnDOT or estimated based on the data collected.

### Transportation Characteristics

Observations were conducted within the study area to identify various transportation characteristics such as roadway geometry, traffic controls, speed limits, and multimodal facilities. A general overview of key roadways within the study area is as follows:

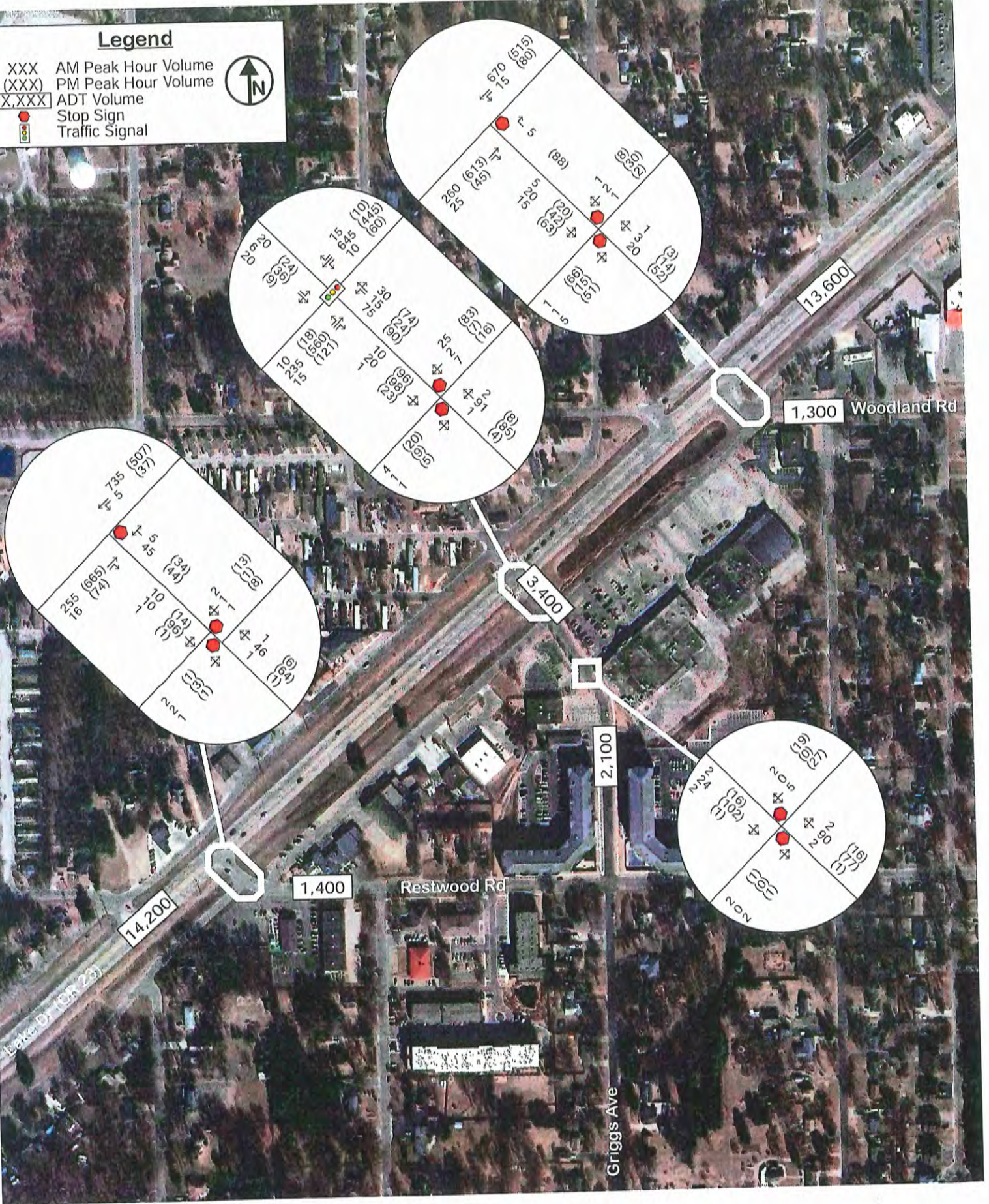
- **Lake Drive (CR 23)** – a 2-lane undivided minor arterial roadway with left- and right-turn lanes at key intersections. There are no multimodal (i.e., sidewalk or trail) facilities along the corridor. The speed limit is 45-mph.
- **S Highway Drive** – a 2-lane undivided local roadway that parallels Lake Drive (CR 23) about 100 feet to the south and provides business access and angled on-street parking between Restwood Road and Griggs Avenue. There are no multimodal (i.e., sidewalk or trail) facilities along the corridor. The speed limit is 30-mph.
- **Woodland Road, Griggs Avenue, and Restwood Road** – 2-lane undivided local roadways with limited to no turn lanes at most key intersections. There is sidewalk along portions of Griggs Avenue (north of Restwood Road) and along portions of Restwood Road to the west and east of Griggs Avenue. The speed limit is 30-mph along these roadways.

The Lake Drive (CR 23) intersection with Griggs Avenue is signalized, while all other study intersections are unsignalized with side-street stop control. Note that the westbound left-turn movement from Woodland Road to southbound Lake Drive (CR 23) is not permitted. Existing geometrics, traffic controls, and volumes are shown in [Figure 2](#).



# Legend

- XXX AM Peak Hour Volume
- (XXX) PM Peak Hour Volume
- X,XXX ADT Volume
- Stop Sign
- Traffic Signal





### Intersection Capacity

Intersection capacity was evaluated using Synchro / SimTraffic Software (version 11), which uses methods outlined in the *Highway Capacity Manual, 6th Edition*. The software is used to develop calibrated models that simulate observed traffic operations, account for peaking characteristics, and identify key metrics such as intersection Level of Service (LOS) and queues. These models incorporate collected traffic, pedestrian, and bicyclist volumes, traffic controls, heavy commercial vehicle activity, and driver behavior factors. Existing signal timing was obtained from Anoka County staff.

Level of Service (LOS) quantifies how an intersection is operating. Intersections are graded from LOS A to LOS F, which corresponds to the average delay per vehicle values shown. An overall intersection LOS A through LOS D is generally considered acceptable in the study area. LOS A indicates the best traffic operation, while LOS F indicates an intersection where demand exceeds capacity.

Level of Service	Average Delay / Vehicles	
	Stop, Yield, and Roundabout	Signalized Intersections
A	< 10 seconds	< 10 seconds
B	10 to 15 seconds	10 to 20 seconds
C	15 to 25 seconds	20 to 35 seconds
D	25 to 35 seconds	35 to 55 seconds
E	35 to 50 seconds	55 to 80 seconds
F	> 50 seconds	> 80 seconds

For side-street stop-controlled intersections, special emphasis is given to providing an estimate for the level of service of the side-street approach. Traffic operations at an unsignalized intersection with side-street stop control can be described in two ways. First, consideration is given to the overall intersection level of service, which takes into account the total number of vehicles entering the intersection and the capability of the intersection to support the volumes. Second, it is important to consider the delay on the minor approach. Since the mainline does not have to stop, most delay is attributed to the side-street approaches. It is typical of intersections with higher mainline traffic volumes to experience high-levels of delay (i.e., poor levels of service) on the side-street approaches, but an acceptable overall intersection level of service during peak hour conditions.

The existing intersection capacity analysis, summarized in [Table 1](#), indicates that all study intersections and approaches operate at LOS C or better during the typical weekday a.m. and p.m. peak hours. Existing 95<sup>th</sup> percentile queues are maintained within the current turn lanes, although queues along the cross-streets (i.e., Woodland Road, Griggs Avenue, and Restwood Road) can extend to S Highway Drive during the p.m. peak hour. However, these queues do not significantly impact intersection operations. Thus, there are no significant existing issues from an intersection capacity perspective.

**Table 1 Existing Intersection Capacity**

Study Intersection	Traffic Control	Level of Service (Delay)	
		AM Peak Hour	PM Peak Hour
Lake Drive (CR 23) and Woodland Road	SSS	A / A (4)	A / A (9)
Lake Drive (CR 23) and Griggs Avenue	Signal	B (16)	B (19)
Lake Drive (CR 23) and Restwood Road	SSS	A / B (13)	A / B (13)
S Highway Drive and Woodland Road	SSS	A / A (6)	A / A (6)
S Highway Drive and Griggs Avenue	SSS	A / A (5)	A / A (7)
S Highway Drive and Restwood Road	SSS	A / A (7)	A / A (6)
Griggs Avenue and Northway Center S Access	SSS	A / A (4)	A / A (5)

SSS – Side-Street-Stop



### Crash History

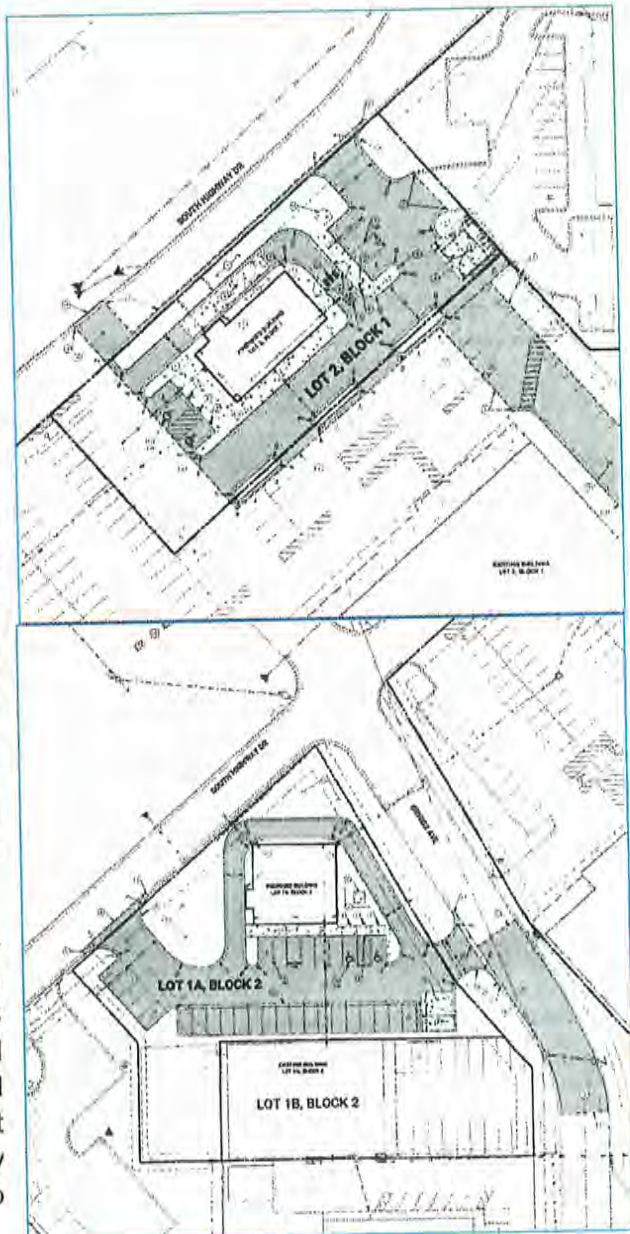
Five years of crash history within the study area (2019 through 2023) was reviewed using data from MnDOT's *Crash Mapping Analysis Tool* (MnCMAT). There were a total of 13 intersection-related crashes during the analysis period, of which 11 occurred at the Lake Drive (CR 23) and Griggs Avenue intersection. The majority of these crashes were rear-end or angle type crashes, which are relatively common at signalized intersections; the intersection crash rate is less than the average rate of intersections with similar characteristics. No other study intersection had more than one (1) crash over the analysis period and there were no fatal or severe injury crashes at study area intersections. Thus, there are no existing safety issues within the study area from a crash frequency or severity perspective.

### PROPOSED DEVELOPMENT

The Northway Center shopping plaza is generally southeast of Lake Drive (CR 23) near Griggs Avenue. The proposed infill developments would occupy two parking areas within the existing shopping plaza. One infill development would be in the northern portion of the site and the other would be in the southern quadrant of the S Highway Drive and Griggs Avenue intersection. Both infill developments are planned to be approximately 2,400 square foot fast-casual or fast-food type restaurants, with one anticipated to be a Chipotle. To provide a conservative analysis, fast-food type restaurants were assumed.

The proposed south infill development would remove 58 existing parking spaces, while adding 30 new parking spaces; the resulting change in parking is a net decrease of 28 spaces. The proposed north infill development (i.e., Chipotle) would remove 55 existing parking spaces, while adding 7 new parking spaces; the resulting change in parking is a net decrease of 48 spaces. The entire Northway Center shopping plaza would have a net decrease of 76 spaces. A detailed review of parking is provided later in this report.

Access to the north infill site would continue to be provided via S Highway Drive, although two existing driveway aisles would no longer have access to S Highway Drive. Access to the south infill site would continue to be provided via Griggs Avenue, as well as a new access to S Highway Drive located about 200 feet west of Griggs Avenue. For study purposes, the infill developments were assumed to be fully operational by the end of 2026.





## TRAFFIC FORECASTS

Traffic forecasts were developed for year 2027 build conditions, which represents one-year after opening. The traffic forecasts account for general background growth and trip generation from the proposed infill developments. A year 2027 no build condition was not reviewed given the relatively short period between existing and year 2027 conditions. Note that during the traffic data collection process, the existing Northway Center shopping plaza, including the adjacent Auto Zone retail store and Mary's Montessori School, was approximately 95 percent occupied, which is summarized below.

- Festival Foods (37,130 SF)
- Dollar Tree (9,085 SF)
- Annie's Wok (2,800 SF)
- El Loro (6,800 SF)
- Karate (2,400 SF)
- Great Clips (1,600 SF)
- Northway Tobacco (1,600 SF)
- Curious Crow (5,280 SF)
- Was vacant (3,930 SF) – now used by Curious Crow
- Now vacant (10,200 SF) – was used by Spirit Halloween
- Auto Zone (6,500 SF)
- Mary's Montessori School (7,200 SF)

This level of occupancy is similar to or higher than most retail shopping centers. Therefore, since data collection occurred while Spirit Halloween was in operation, no additional trips were included as part of the traffic forecast development process to account for the remaining vacant space. The following information summarizes the traffic forecast development process.

### Background Growth

To account for general background growth in the study area, an annual growth rate of one (1.0) percent was applied to the existing traffic volumes to develop year 2027 background traffic forecasts. This growth rate is slightly higher than historical ADT volume growth along Lake Drive (CR 23) over the past 25-years, which has been closer to one-half (0.5) percent annually. Using a slightly higher background growth rate provides a more conservative analysis.

### Proposed Development Trip Generation

A trip generation estimate for the proposed infill developments was created using the *ITE Trip Generation Manual, 11<sup>th</sup> Edition* and includes trips for weekday a.m. and p.m. peak hours, as well as a daily basis. Although Chipotles are typically not open during the a.m. peak hour of the adjacent roadway, the infill developments were evaluated as fast-food with drive-thru restaurants which assume the infill developments would be open during the morning. This approach helps provide a more conservative analysis, as well as protects against potential future land use changes.

The proposed infill developments, as shown in [Table 2](#), have the potential to generate a total of 180 a.m. peak hour, 133 p.m. peak hour, and 1,908 daily site trips. However, when accounting for motorists already traveling along adjacent roadways (i.e., pass-by trips), the net new system trips associated with the proposed infill developments are estimated to be a total of 116 a.m. peak hour, 85 p.m. peak hour, and 1,250 daily trips. This estimate includes a 15 percent multi-use reduction for existing Northway Center shopping plaza users that may also use the proposed infill developments. No reductions were applied for patrons that arrive / depart via alternative modes (i.e., walk, bike, transit, etc.).



**Table 2 Trip Generation Summary**

Land Use Type (ITE Codes)	Size	AM Peak Hour		PM Peak Hour		Daily
		In	Out	In	Out	
North Infill Fast-Food Restaurant (934)	2,400 SF	55	52	41	38	1,122
South Infill Fast-Food Restaurant (934)	2,400 SF	55	52	41	38	1,122
<i>Multi-use Reduction (15%)</i>		<i>(-18)</i>	<i>(-16)</i>	<i>(-13)</i>	<i>(-12)</i>	<i>(-336)</i>
<b>Total Site Trips</b>		<b>92</b>	<b>88</b>	<b>69</b>	<b>64</b>	<b>1,908</b>
<i>Pass-By Trip Reduction (35%)</i>		<i>(-32)</i>	<i>(-32)</i>	<i>(-24)</i>	<i>(-24)</i>	<i>(-658)</i>
<b>Net New System Trips</b>		<b>60</b>	<b>56</b>	<b>45</b>	<b>40</b>	<b>1,250</b>

Site generated trips from the proposed infill developments are shown in [Figure 3](#), which includes the directional distribution and pass-by reduction assumptions. The directional distribution was developed using a combination of existing area travel patterns and engineering judgement. The resultant year 2027 build conditions, which account for general background growth and the proposed infill developments are illustrated in [Figure 4](#).

### YEAR 2027 CONDITIONS

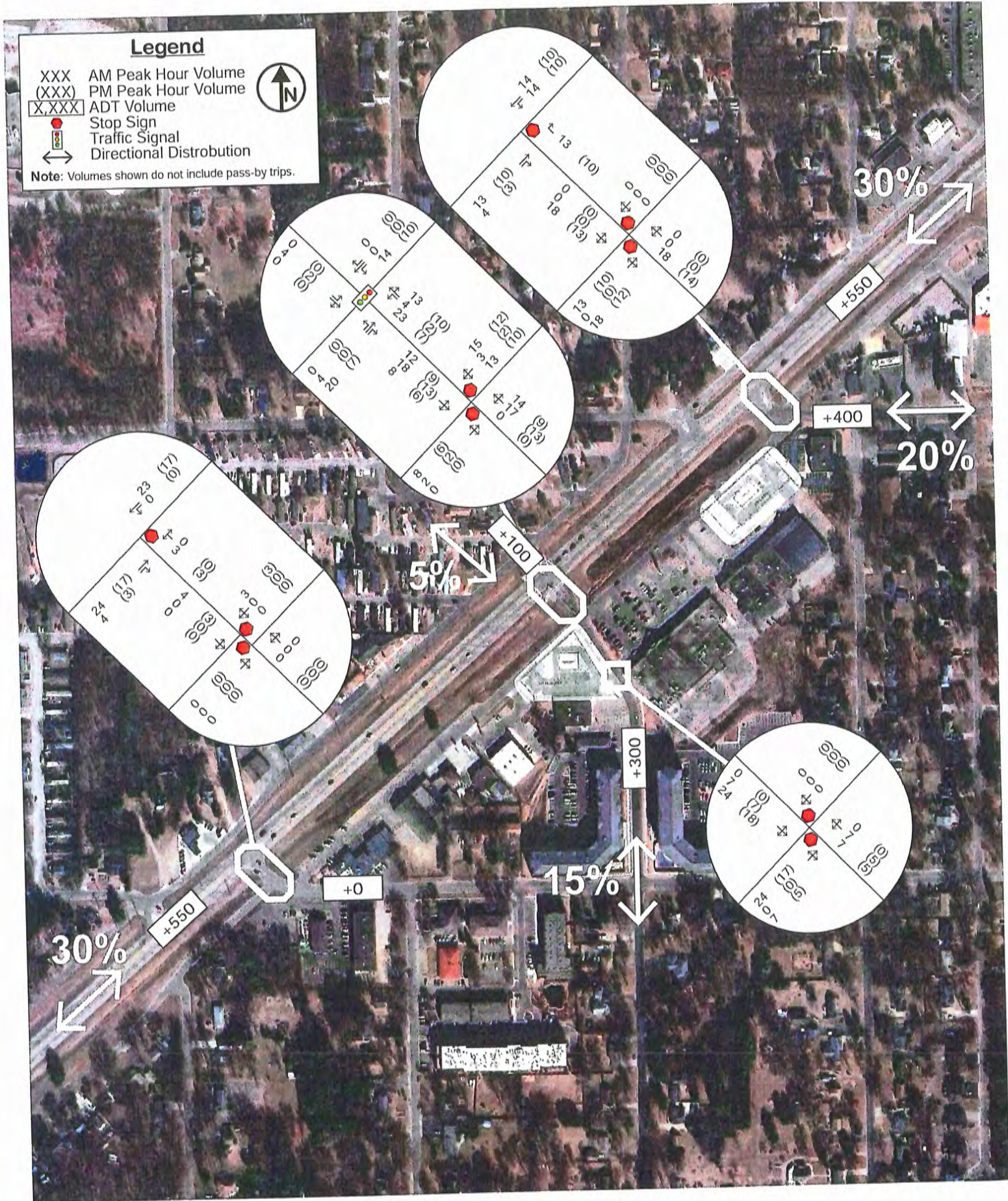
To understand impacts associated with the proposed infill developments, a future intersection capacity analysis was completed for year 2027 build conditions. Results of the future capacity analysis, shown in [Table 3](#), indicate that all study intersections and approaches will continue to operate at LOS C or better during the typical weekday a.m. and p.m. peak hours. Minimal changes in queuing are expected and no impacts to the proposed infill development driveways are expected. Apart from the thru movements along Lake Drive (CR 23), all other movements are expected to have 95<sup>th</sup> percentile queues of 100 feet or less. Thus, there are no significant impacts expected because of the proposed infill developments from an intersection capacity perspective. It should be noted that the proximity of S Highway Drive to Lake Drive (CR 23) does limit the available vehicle stacking distance; queuing in this area should continue to be monitored to determine if any signage (e.g., "Do Not Block Intersection"), signal timing, or access modifications should be considered.

**Table 3 Year 2027 Build Intersection Capacity Summary**

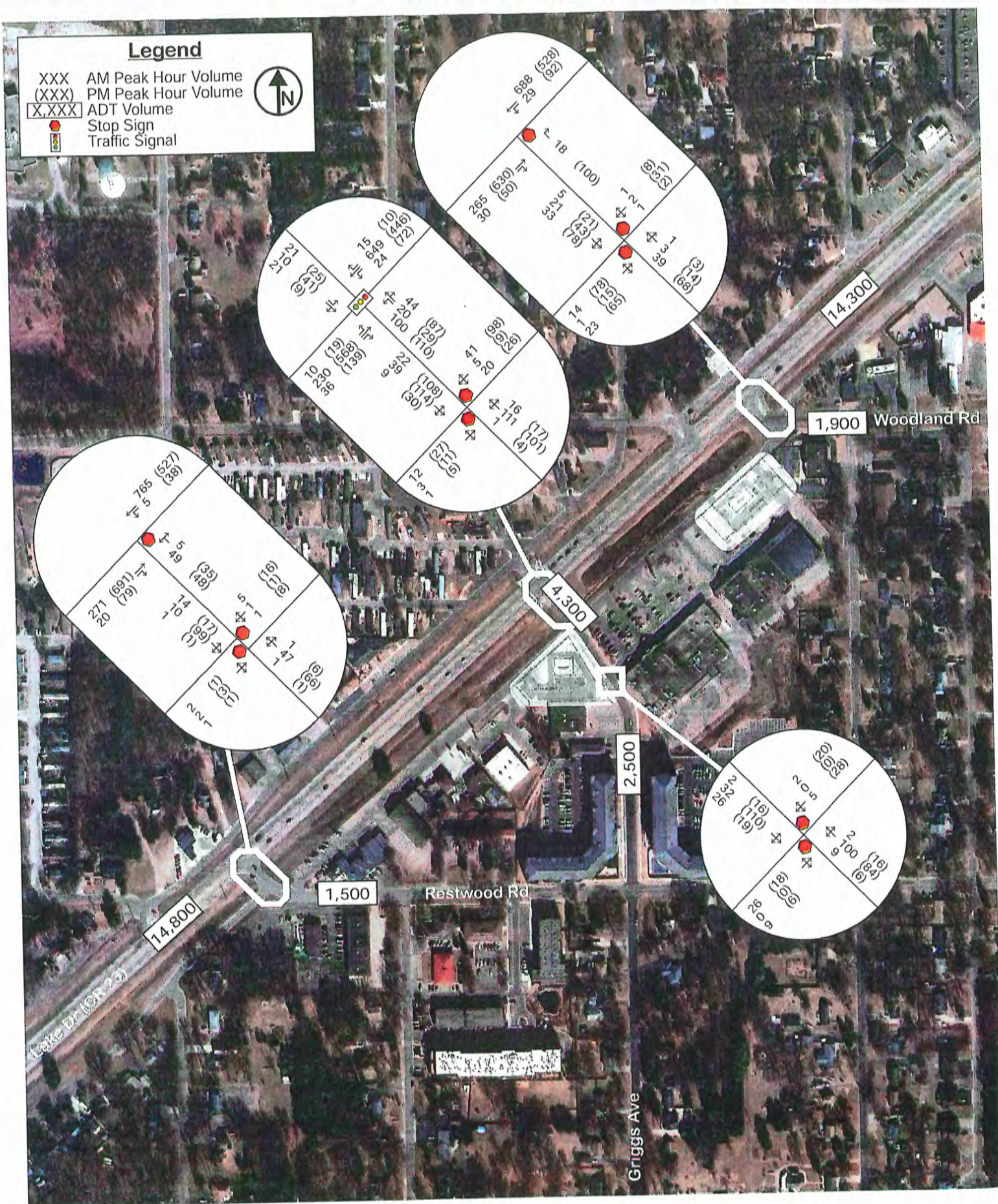
Study Intersection	Traffic Control	Level of Service (Delay)	
		AM Peak Hour	PM Peak Hour
Lake Drive (CR 23) and Woodland Road	SSS	A / A (4)	A / A (9)
Lake Drive (CR 23) and Griggs Avenue	Signal	B (19)	C (21)
Lake Drive (CR 23) and Restwood Road	SSS	A / C (15)	A / B (13)
S Highway Drive and Woodland Road	SSS	A / A (6)	A / A (7)
S Highway Drive and Griggs Avenue	SSS	A / A (6)	A / A (7)
S Highway Drive and Restwood Road	SSS	A / A (8)	A / A (7)
Griggs Avenue and Northway Center S Access	SSS	A / A (5)	A / A (5)

SSS – Side-Street-Stop











## PARKING REVIEW

To understand if the proposed parking condition will be sufficient to meet the future demand, a detailed parking review was completed. This included a review of existing parking utilization, estimating the parking demand for the proposed infill developments, and identifying the resultant parking supply / demand and the overall surplus or deficit of the site. A review of City Parking Code requirements was also included. The following information summarizes the parking review.

### Existing Conditions

The existing Northway Center shopping plaza (excluding the Auto Zone and Mary's Montessori School) has a total of 391 parking spaces throughout the site, which serves 80,825 square feet of general retail that was 95 percent occupied at the time of this review. Parking utilization surveys were conducted on various days (i.e., weekdays and weekends) and times (i.e., midday, afternoon, and evening) between October 24, 2024 and November 2, 2024. The purpose of the surveys was to identify the peak parking demand for the site. A summary of the observed parking supply and peak parking demand / utilization of the existing Northway Center shopping plaza is shown in Table 4. The zones correspond to the parking areas illustrated in Figure 5.

**Table 4 Existing Parking Utilization (Maximum of All Times Surveyed)**

Zone	Parking Supply (spaces)	Peak Demand (Spaces Used / % Utilization)		
		Weekday (All Times)	Saturday (All Times)	Maximum Surplus (both times)
A	58	4 (7%)	2 (3%)	54
B	60	15 (25%)	14 (23%)	45
C	61	47 (77%)	39 (64%)	14
D	59	36 (61%)	33 (56%)	23
E	71	30 (42%)	23 (32%)	41
F	82	22 (27%)	15 (18%)	60
<b>Total</b>	<b>391</b>	<b>154 (40%)</b>	<b>126 (33%)</b>	<b>237 (60%)</b>

The parking surveys indicate that the existing Northway Center shopping plaza has a significant parking surplus during its peak days / times. The peak observed utilization is 40 percent, which correlates to 60 percent of the parking spaces that are unused during the busiest periods. Parking zones C and D are the most utilized, while parking zones A, B, and F are the least utilized parking areas. Note that parking zones A and F represent the two proposed infill development locations.

### Proposed Infill Development Supply Changes

The proposed south infill development, which is within Zone A, would remove 58 existing parking spaces, while adding 30 new parking spaces; the resulting change in parking is a net decrease of 28 spaces within Zone A. The proposed north infill development (i.e., Chipotle), which is within Zone F, would remove 55 existing parking spaces, while adding 7 new parking spaces; the resulting change in parking is a net decrease of 48 spaces within Zone F. The entire Northway Center shopping plaza would have a net decrease of 76 spaces. No changes to the Auto Zone or Mary's Montessori School parking supply are planned.



Figure 5 Existing Parking Analysis Zones



### Parking Demand

To identify the change in parking demand associated with the proposed infill developments, a review of both City Parking Code and the *ITE Parking Generation Manual* was completed. Using the City Parking Code (i.e., *Chapter 11, Subd. 22. Parking*), which requires one (1) space per 75-square feet of restaurant space, indicates that the proposed infill developments would each need to provide approximately 32 parking spaces to meet the city code. However, the city parking code does not account for shared parking (i.e., differing parking demand by time of day for various uses) and thus when considering shared-parking opportunities, the actual parking demand is often less than the City Code requirements.

Using the *ITE Parking Generation Manual* for a Fast-Food Restaurant with Drive-Thru (*ITE Land Use Code 934*), the 85<sup>th</sup> percentile parking demand rate for the proposed infill developments is 10.17 spaces per 1,000 square feet of building area for a weekday, which coincides with the busiest period for the overall shopping plaza. Thus, the 85<sup>th</sup> percentile parking demand for the proposed infill developments is expected to be 25 spaces for each infill development (i.e., 50 total spaces).



Future Parking Supply / Demand

To identify if the overall site, as well as the individual zones, can accommodate the proposed infill developments, a review of the future parking supply / demand was completed, which is illustrated in [Table 5](#). As noted earlier, the proposed infill developments are located within Zones A and F and with the proposed parking modifications, a total of 315 parking spaces are expected to remain. By adding the parking demand for the proposed infill developments to the closest zones with available parking, the total future peak parking demand for the Northway Center shopping plaza is expected to be approximately 204 spaces (i.e., 66% utilized). An overall 111-space surplus (i.e., 34% surplus) would remain, which is well beyond the recommended 15% surplus to account for vehicle circulation and the perception of inadequate parking. No changes to the Auto Zone or Mary's Montessori School parking demand are anticipated.

**Table 5 Future Parking Supply / Demand**

Zone	Future Parking Supply (spaces)	Peak Demand (Spaces Used / % Utilization)			
		Existing Max Demand	Proposed Infill Demand	Total Future Demand	Future Surplus (Deficit)
A	30 (-28)	4	+25	29 (97%)	1
B	60	15	--	15 (25%)	45
C	61	47	--	47 (77%)	14
D	59	36	--	36 (61%)	23
E	71	30	+13	43 (61%)	28
F	34 (-48)	22	+12	34 (100%)	0
<b>Total</b>	<b>315 (-76)</b>	<b>154</b>	<b>50</b>	<b>204 (66%)</b>	<b>111</b>

From an overall site perspective, the future parking conditions are sufficient to accommodate the proposed infill developments with minimal impacts to the overall shopping plaza operations and parking. Zone A is expected to be able to fully accommodate the expected parking demand from the south infill development, while parking demand from the north infill development (i.e., Chipotle) is anticipated to utilize portions of parking in Zones E, F, and potentially the northern portion of Zone B. These zones have a sufficient parking surplus to accommodate the expected change in parking demand.

City Parking Code

A review of city parking code (Chapter 11, Subd. 22. Parking) was completed to illustrate current city requirements. However, as noted earlier, city parking code does not account for shared parking and thus this review is provided for information purposes only. Current city code parking requirements for the existing and proposed land uses within the Northway Center shopping plaza, as well as the adjacent developments are summarized as follows:

- Supermarkets / Retail Stores: 1 space per 300 SF
- Food / Refreshment Establishments: 1 space per 75 SF
- Schools: 1 space per faculty member or full-time employee

Note that the city code includes an exception to the required spaces that states "The City may modify the minimum parking requirements in any Multiuse or Business District, as part of a planned unit development approval process or for other exception circumstances, if it is determined that the use is consistent with the purpose of the district and that parking is determined by the City to be sufficient to accommodate the use."



The current city code requirements for the existing and future individual land uses within the Northway Center shopping plaza, including the adjacent Auto Zone and Mary's Montessori School, are summarized in [Table 6](#). For purposes of this review, the existing vacant space was assumed to be 50% retail and 50% food establishment. Based on the city code for each individual use, the existing Northway Center shopping plaza would be required to provide a total of 420 spaces, which would be a 29-space deficit from the existing 391 space supply. With the two proposed infill developments, the parking deficit would further increase based on city code requirements. However, as noted earlier, city code does not account for shared parking nor any variation in the peak parking demands between uses. Therefore, the existing parking observations and the estimated future parking demand approach using the ITE data is considered the most accurate representation of future parking conditions.

**Table 6 City Code Parking Requirements**

<b>Land Use</b>	<b>Size</b>	<b>Required Spaces</b>
<b>Supermarkets / Retail Stores (1 space per 300 SF)</b>		
Festival Foods	37,130 SF	124 spaces
Dollar Tree	9,085 SF	31 spaces
Karate	2,400 SF	8 spaces
Great Clips	1,600 SF	6 spaces
Northway Tobacco	1,600 SF	6 spaces
The Curious Crow	9,210 SF	31 spaces
Vacant Space (50%)	5,100 SF	17 spaces
<i>Subtotal</i>	<i>66,125 SF</i>	<i>223 spaces</i>
<b>Food Establishments (1 space per 75 SF)</b>		
Annie's Wok	2,800 SF	38 spaces
El Loro	6,800 SF	91 spaces
Vacant Space (50%)	5,100 SF	68 spaces
<i>Subtotal</i>	<i>14,700 SF</i>	<i>197 spaces</i>
<b>Total Existing Northway Center</b>	<b>80,825 SF</b>	<b>420 spaces</b>
Proposed North Infill Development	2,400 SF	32 spaces
Proposed South Infill Development	2,400 SF	32 spaces
<b>Total Northway Center (with Infill)</b>	<b>86,125 SF</b>	<b>484 spaces</b>
<b>Adjacent Sites</b>		
Auto Zone	6,500 SF	22 spaces
Mary's Montessori School	7,200 SF (16 employees)	16 spaces



### SITE PLAN CONSIDERATIONS

A review of the preliminary site plans was conducted to identify potential issues and / or improvements. Based on this review, the following items are offered for consideration.

- 1) Ensure turning maneuverability from the drive-thru lane to northbound S Highway Drive can occur without encroaching on opposing travel lanes.
- 2) Locate parking to minimize pedestrians walking across driveway aisles and / or improve multimodal connections to the sites; consider removing the four (4) proposed parking spaces on the north side of the north infill development (i.e., Chipotle) to limit conflicts with vehicles in the driveway aisle.
- 3) Approximately 125 to 150 feet of drive-thru lane storage is provided for each infill development; for Chipotle, the 125 feet should be more than adequate given the function of the drive-thru is intended for online orders only and will not have a menu board; more details regarding the potential tenant of the south infill development would be needed to determine the adequacy of that drive-thru.
- 4) Locate landscaping and signage to avoid creating any sight distance issues.

### CONCLUSIONS

Based on the findings of the study, the following conclusions are offered for consideration.

- 1) All study intersections and approaches operate at LOS C or better during the typical weekday a.m. and p.m. peak hours; existing queues are generally maintained within the current turn lanes.
- 2) There are no existing study area safety issues from a crash frequency or severity perspective.
- 3) Traffic forecasts were developed for year 2027 build conditions, which includes a one (1.0) percent annual background growth applied to the existing traffic volumes and trip generation from the proposed infill developments.
  - a. The infill developments have the potential to generate a total of 180 a.m. peak hour, 133 p.m. peak hour, and 1,908 daily site trips; when accounting for pass-by trips, the infill sites would generate a total of 116 a.m. peak hour, 85 p.m. peak hour, and 1,250 daily net new system trips.
- 4) During year 2027 build conditions, all study intersections and approaches will continue to operate at LOS C or better during the typical weekday a.m. and p.m. peak hours; minimal changes in queuing are expected and no impacts to the proposed infill development driveways are expected.
  - a. There are no significant impacts expected because of the proposed infill developments from an intersection capacity perspective; queuing in this area should continue to be monitored to determine if any signage (e.g., "Do Not Block Intersection"), signal timing, or access modifications should be considered given the closely spaced S Highway Drive.
- 5) There are approximately 391 parking spaces within the existing Northway Center shopping plaza; parking was observed to be approximately 40% utilized during peak days / times.
- 6) The proposed infill developments would reduce the Northway Center shopping plaza parking supply by a total of 76 spaces, while increasing the peak parking demand by approximately 50 total spaces (i.e., 25 spaces for each infill development).

- 7) The total future peak parking demand for the Northway Center shopping plaza is expected to be approximately 204 spaces (i.e., 66% utilized), which results in an overall 104-space surplus (i.e., 34% surplus); the future surplus would continue to be well beyond the recommended 15% surplus to account for vehicle circulation and the perception of inadequate parking.
- 8) The future parking conditions are sufficient to accommodate the proposed infill developments with minimal impacts to the overall shopping plaza operations and parking.
- 9) Site plan considerations include:
  - a. Ensuring truck maneuverability and minimizing pedestrian / vehicular conflicts within the sites through strategic modifications and / or connections.
  - b. Confirming drive-thru operations / vehicle stacking is adequate to meet the planned tenants; the Chipotle drive-thru is expected to be adequate given the function is intended for online orders only and will not have a menu board; more details regarding the potential tenant of the south infill development would be needed to determine the adequacy of that drive-thru.
  - c. Locating landscaping and signage to avoid creating any sight distance issues.





# Memo

~~To: City of Lexington Planning Commission~~  
CC: Bill Petracek, City Administrator  
From: Steve Winter, P.E. - MSA Professional Services, Consulting City Engineer  
Subject: Lexington Center Third Addition Preliminary Plat Review  
Date: March 5, 2025

The Lexington Center Third Addition Preliminary Plat, PUD and site plan application was signed January 30, 2025 and submitted to the City of Lexington on February 3, 2025. The Developer submitted preliminary plans and met with City on January 13, 2025 to address preliminary comments the Staff had at the time. We have reviewed the site plans that were signed December 12, 2024 (updated January 31, 2025) and the preliminary plat dated January 24, 2025 that were resubmitted and have the following comments listed below.

1. Preliminary Plat
  - a. The New Block 2, Lot 1A and Lot 1B should be changed to match the **Utility and Grading Plan** of Lot 1 and Lot 2 of Block 2.  
**This is torrens property and the lots needs to be labeled Lot 1A and Lot 1B.**
  - b. The building setback lines must be shown on the Preliminary Plat as per SECTION 12.20. DATA FOR PRELIMINARY PLAT - Subd. 3. Subdivision Design Features, Item D. Minimum front and side street building setback lines.  
**Preliminary plat updated.**
  - c. A drainage and utility easements are needed for the watermain and hydrants on the property. See Watermain **comments below.**  
**A proposed d/u easement is shown on the preliminary plat. Do we need to add easement over Lot 2?**
  - d. An accurate soils report is required by the City Code.  
**Geotechnical report included in Drainage Report submitted with this response.**
2. Existing Conditions and Removals Plan C1.1
  - a. There needs to be a minimum 2-foot patch \n front of all concrete curb removals and new concrete.  
**Plan revised.**
  - b. For Lot 2 Block 1. Add a note far removal of existing **irrigation** and find out where the irrigation is connected.  
**Noted added to plan.**
3. Utility Plan C3.2 & C3.3
  - a. Submit a Service Saddle detail for sanitary Service pn Lot 2 Block 1. Public Works to review the saddle or require a manhole to be built over the existing 1' RCP sanitary sewer.  
**Detail added to detail sheet for review.**



- b. New hydrants shall be installed on Lot 2 Block 1 and Lot 1 Block 2. New buildings are over 250 feet to existing hydrant. The fire Marshall can help with final hydrant locations
- 

Hydrants added to plan.

- c. List the length of watermain pipe on the plan.

Lengths added to plan.

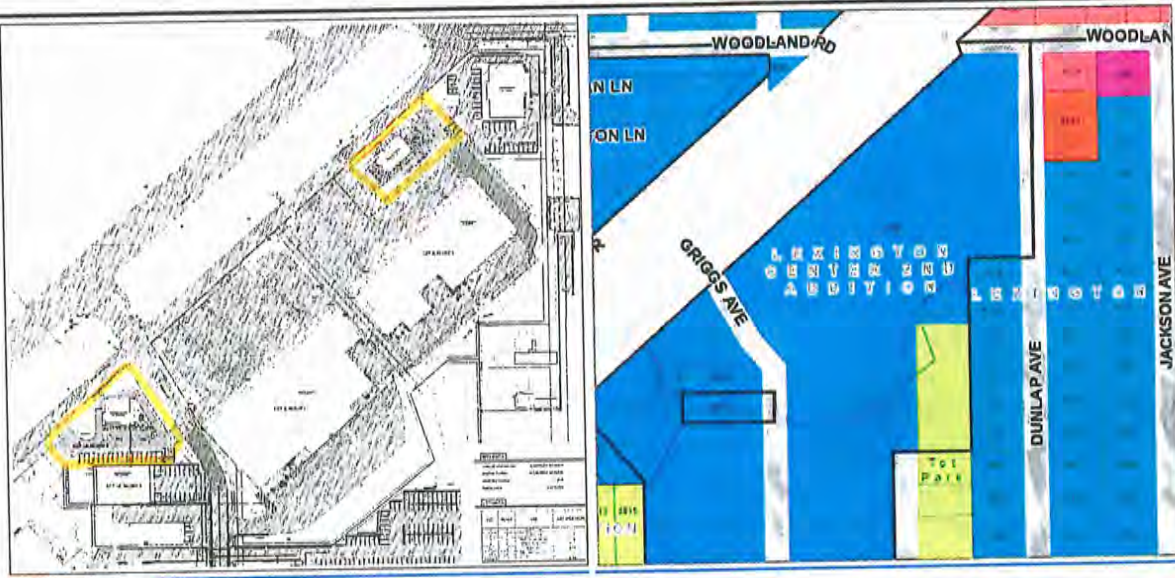
- d. Building Department to review the Water service on the Utility Plan to Allow the fire and domestic on the same line. **Noted.**
- e. The ownership of the watermain to the new Lot 2 Block 1 must be determined along with the new hydrants needed to serve both new lot created in this development. **Noted.**
- f. Developer may have to submit Watermain extension permit to the MN Dept of Health. Developer must submit Sewer extension permit for the new sanitary sewer on Griggs to serve Lot 1 Block 2. **We typically do not submit extension permits for single services.**
- h. The Developer must design and submit a SWPPP along with Construction Stormwater General Permit for this project. **SWPPP will be included in construction plans.**  
Lot 1 Block 2. CBMH 205 is not allowed to connect to the existing Catch Basin on Griggs Avenue. This existing storm sewer is very flat and is prone to flooding. The pipe/pond outlet for this lot must connect to the existing storm sewer on South Highway Drive or the County Ditch. **Plan revised.**  
Lot 1 Block 2. There is existing stormwater from the west that drains from behind Lot 2 Block 2 and the adjacent O'Reilly property to the inlet FES Invert of 904.9. This stormwater drainage will need to be addressed. This was discussed at our meeting on January 13<sup>th</sup>, but the design engineer only noted the HWLs of the existing basins and not the property to the west of O'Reilly property. The property from the west of O'Reilly drains between O'Reilly and Lexington Lofts along the property lines at 905.0 and overtop this existing lot around 905.5 to get to the FES Invert of 904.9. **Plan revised.**  
Stormwater calculations that meet the current City Code Chapter 13 need to be submitted for review to the City of Lexington and the Rice Creek Watershed District. The operation and maintenance plan for the Stormwater system must be submitted to the City for review and approval. Written approval is also required from the Rice Creek Watershed District for the improvements on this site plan. **Drainage report included for review. Submittal to RCWD will be made the week of 3/24.**  
See red-lined plan set for further drafting comments.
- 4. Grading & Drainage Plan C4.2
  - a. Show inlet protection on Catch Basins. Also add details of the type of inlet protection needed for this project. **SWPPP information will be added to construction plans.**
- 5. Details C5.1
  - a. #11. Add 3 - #4 dowels to the Valley Gutter detail. **Detail revised.**
  - b. Add Sanitary Sewer Service saddle and detail or new Manhole to connect the new sewer service for Lot 2 Block 1. **Detail added to plan.**

We do recommend the approval of the site plans with modifications listed above. We also recommend the approval of the Preliminary Plat with the modifications listed above.

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**To:** City of Lexington Planning Commission  
**CC:** Bill Petracek  
**From:** MSA Professional Services, Consulting City Planner  
**Date:** March 4, 2025  
**Re:** CUP-PUD Application for Northway Shopping Center Expansion



## Summary of Request

Contour Development LLC and Menlo Capital Partners are requesting approval of a preliminary plat and Conditional Use Permit (CUP) - Planned Unit Development (PUD) for a six-lot commercial/retail development located at the intersection of Lake Drive and Griggs Avenue in Lexington, MN. The site consists of the existing Northway Shopping Center and includes the AutoZone property to the northeast and Mary's Montessori School and accessory parking lot to the southwest. The purpose of the request preliminary plat and CUP-PUD is to create two new commercial lots, one for a Quick Service Restaurant (QSR) Restaurant and one for a future QSR. To create a PUD, Lexington's code requires the granting of a CUP, for which this staff report evaluates submitted materials and offers a recommendation for the Lexington Planning Commission.

## Project Description

### PUD Purpose

The site's overall land area is 9.83 acres and is zoned Central Business (M-1). The site consists of the existing Northway Shopping Center and includes the AutoZone property to the northeast and Mary's Montessori School and accessory parking lot to the southwest. The applicant and property owner, Menlo Capital Partners, is seeking approval for a preliminary plat and CUP-PUD for the entire site and to create two new lots for a Chipotle Restaurant and a future retail/restaurant user. Based on several meetings with City Staff and sketch plan reviews with City Council, it was determined that a CUP-PUD is recommended to meet the development needs as proposed. This is primarily due to the site's existing

and proposed non-conforming setbacks and lot coverage, and the proposed reduction in parking below code requirements. CUP-PUD flexibility is requested for the following items:

- Building Setbacks: Proposed structures would be located closer to the front and side property lines than currently allowed in the M-1 District.
- Parking Setbacks: Section 11.60, subd. 22, does not allow parking in the front or side yard setback. The existing parking lot does not currently conform with this language. The proposed buildings' placement would fall within the footprint of the existing parking lot, though necessary parking improvements would require the redesigning of parking areas within the front and side yard setbacks.
- Lot Coverage: Parcels in the M-1 District are restricted to 80% lot coverage for all buildings and paved surfaces. Several lots exceed the maximum lot coverage; however, the site (in the proposed CUP-PUD) meets the requirement. A CUP-PUD allows flexibility to look the entirety of the included properties, as opposed to accounting for lot coverage on the individual sites.
- Parking Requirements: Lexington's City Code requires 484 parking spaces for the Northway Shopping Center. Under the existing conditions, approximately 391 parking spaces are available. After project completion, which will remove spots to make room for the proposed retail buildings, the available parking spaces in this area will be reduced to approximately 315 parking spaces. Based on the results of a detailed traffic/parking study conducted for this project, adequate parking spaces are available for the existing and proposed uses. The proposed CUP-PUD requires that as the leased spaces in the development turn-over, parking needs are reevaluated by proposed use, prior to issuing Certificates of Compliance with the proposed CUP-PUD's parking allotment.
- Landscape Requirements: Section 11.60, subd. 7.D, requires that landscaping shall be provided and maintained in all required front and side yards. Because this PUD requests a reduction in front and side yards, a similar reduction in would be necessary for landscaping.

### **Proposed Uses**

The proposed project will create lots for two new uses on-site: a free-standing QSR restaurant (Chipotle) on the proposed northeast redevelopment site (proposed Lot 2, Block 1) and another potential QSR on the southwest proposed development site (proposed Lot 1B, Block 2), both within the boundaries of the proposed CUP-PUD. Throughout the metro area, excess parking spaces are being redeveloped for infill development and specifically for QSR's. Property owners and cities are working collaboratively to redevelop the unused portions of the parking lots to make room for new users in the market. The applicant describes the anticipated uses as follows:

- Lot 2, Block 1: Chipotle will hire 40-45 employees with about 8-12 working hours during peak hours. The hours of operation will be from 10:45 am to 11 pm, which is standard for this market.
- Lot 1B, Block 2: This is currently an unused parking lot. Menlo Capital Partners is currently seeking one or two users for this lot. A user has not yet been identified, but QSR users that have expressed interest are donut shops, coffee shops, sandwich shops, and general retail services. The current site plan would allow for a 2,760 square foot building, which is enough space for two smaller tenants or one large tenant. It is expected that the users will have a similar number of employees and hours of operation as Chipotle.

### **Parking**

TC2 conducted a preliminary parking review for the northern portion of the Northway Shopping Center (located along the south side of Lake Drive between Griggs Avenue and Woodland Road) to evaluate parking considerations associated with the both the proposed QSR redevelopments. The study included a review of the existing and future parking supply, City Code requirements, and a future parking demand



estimate based on the *Institute of Transportation Engineers (ITE) Parking Generation Manual* (a guiding document that provides parking demand ratios for land uses and building types).

Regarding existing conditions, the parking study identified 391 total parking spaces (zones A-F) serving 94,500 ft<sup>2</sup> of general retail area within the PUD boundary. In a supplementary analysis, Planning Staff added zones G and H from the PUD boundary (the Montessori School and AutoZone) for a total of 441 parking spaces serving ~99,800 ft<sup>2</sup> of retail space – see image below.



The City of Lexington's parking code (Section 11.22) indicates that the existing Northway Shopping Center site (zones A-F) is *required* to have a total of 175 spaces, based on the following use categories, and would increase to 207 spaces if Chipotle was included. Since these zones currently contain 391 parking spaces, this is more than sufficient to meet City regulations.

- Restaurant - 6,800 SF (@ 1 space per 75 SF): 91 spaces
  - General Retail - 25,200 SF (@ 1 space per 300 SF): 84 spaces
  - Chipotle / Restaurant - 2,400 SF (@ 1 space per 75 SF): 32 spaces
- Total Parking Requirement: Existing - 175 spaces; Future - 207 spaces*

Using the *ITA Parking Generation Manual*, the parking study calculated the following average and 85<sup>th</sup> percentile parking demands for strip retail plazas <40,000 gross floor area, revealing an overall surplus in existing parking space supply compared to anticipated demand:



Land Use (ITE Code)	Rates (Average to 85 <sup>th</sup> Percentile)	Size	ITE Parking Demand (Average to 85 <sup>th</sup> Percentile)	Parking Supply	Surplus / (Deficit)
<b>Existing</b>					
Strip Retail Plaza (822)	2.79 to 4.44 spaces per KSF	32,000 SF	90 to 142 spaces	199 spaces	+57 spaces
<b>Chipotle</b>					
Fast-Food with Drive-Thru Restaurant (934)	7.51 to 10.17 spaces per KSF	2,400 SF	18 to 25 spaces	(-37 spaces)	--
<b>Total Future ITE Parking Demand</b>			<b>108 to 167 spaces</b>	<b>162 spaces</b>	<b>+54 to (-5 spaces)</b>

Based on the preliminary findings of the parking study, "the proposed parking configuration is expected to be able to accommodate the existing and proposed developments during most days and times."

While the proposed site additions will result in a net loss of parking spaces within the CUP-PUD boundary, the site already supplies an excess supply of parking spaces when considering City requirements and estimated demand based on *ITA Parking Generation Manual* calculations.

### Planning Commission Actions

The City of Lexington's Planning Commission held a public hearing and reviewed the applicants request for approval of the preliminary plat and CUP-PUD for Northway Shopping Center at their meeting on March 11, 2025. The Planning Commission took the following actions after the public hearing and their review:

- Adopted the staff report into the record;
- Accepted the application, testimony, exhibits, and other evidence presented into the record; and
- Recommended City Council approval of the applicant's request for approval of a preliminary plat and Conditional Use Permit to create the requested PUD with the following conditions:
  1. Each on-site business tenant shall acquire a Certificate of Compliance from the City of Lexington to ensure that the site can adequately accommodate parking needs, anticipated traffic, and other relevant elements of operation.
  2. Design and configuration of the proposed structures shall follow documents as reviewed/approved by the Planning Commission and City Council.
  3. Approval of this CUP is contingent upon approval of the final plat, building permits, and any other necessary permitting.
  4. Address snow storage and/or removal.
  5. There must be a designated area for loading and unloading that does not interfere with the daily use of the parking lot for other tenants.

### Staff Recommendation to City Council

Staff is recommending that the Lexington City Council:

- Adopt the revised City Council staff report into the record;
- Accept the application, testimony, exhibits, and other evidence presented into the record; and



- **Approve** the request for a preliminary plat and Conditional Use Permit to create the requested PUD with the following conditions:
  1. Each on-site business tenant shall acquire a Certificate of Compliance from the City of Lexington to ensure that the site can adequately accommodate parking needs, anticipated traffic, and other relevant elements of operation.
  2. Design and configuration of the proposed structures shall follow documents as reviewed/approved by the Planning Commission and City Council.
  3. Approval of this CUP is contingent upon approval of the final plat, building permits, and any other necessary permitting.
  4. Address snow storage and/or removal.
  5. There must be a designated area for loading and unloading that does not interfere with the daily use of the parking lot for other tenants.

### **Alternatives**

- The Lexington City Council could recommend denial of the preliminary plat and CUP-PUD request and amend the findings of fact.
- The Lexington Planning Commission could table the preliminary plat and CUP-PUD request and ask for additional information from the applicant.

### **Findings of Fact**

1. The property is zoned Central Business (M-1). Neighboring properties to the east and south are zoned R-2, R-3, and R-4; properties to the north and west are zoned B-2, M-1, and M-2.
2. Restaurants and retail shops are permitted uses in the Central Business District.
3. The proposed PUD site currently contains approximately 441 parking spaces, including those serving the Montessori school and AutoZone. After project completion, which will remove spots to make room for the proposed retail buildings, the available parking spaces in this area will be reduced to approximately 365 parking spaces (315 directly serving the tenants of Northway Shopping Center). As indicated by the conducted parking study, parking appears to be adequate for existing and proposed uses.
4. While the proposed Chipotle/retail structures would be located within the required front and side yard setbacks, they would still fall within the existing paved footprint of the PUD site. No expansion to impervious surface coverage has been proposed.
5. The uses enabled by this CUP-PUD would not be injurious to the use and enjoyment of properties in the immediate vicinity, nor will it substantially diminish or impair property values in the immediate vicinity.

## MEMORANDUM

To: Planning and Zoning Commission  
From: Kurt Glaser, City Attorney  
Date: March 5, 2025  
Re: Planned Unit Development (PUD) Process & Negotiation Considerations for Northway Shopping Center Expansion

---

### Overview of the Planned Unit Development (PUD) Process:

A Planned Unit Development (PUD) is a zoning tool that allows a developer to seek flexibility in zoning and performance conditions in exchange for public benefits or concessions that enhance the overall project and community impact. PUDs enable cities to negotiate favorable terms when considering approvals that deviate from existing zoning standards. The City of Lexington should take advantage of this process to ensure that the requested setback reductions, increased lot coverage, and parking modifications result in meaningful improvements that benefit both the City and its residents.

### Developer Requests in This PUD Application:

Menlo Capital Partners has requested flexibility in the following areas:

- Building Setbacks: Reduction of front setbacks from 35 feet to 19 feet and side setbacks to 0 feet.
- Lot Coverage: Request for up to 95% lot coverage on certain lots, exceeding the 80% zoning maximum.
- Parking Reduction: Decreasing available parking spaces from 391 to 315.
- Landscaping Modifications: Reduction in front and side yard landscaping due to setback modifications.

### City's Opportunity to Seek Concessions:

In exchange for granting these modifications, the Planning and Zoning Commission should consider negotiating additional public benefits to ensure the development enhances Lexington's business district and long-term urban planning goals. The City may consider seeking the following:

#### 1. Enhanced Landscaping, Green Spaces & Park Land:

- While the applicant seeks reductions in required landscaping, the City could require enhanced landscaping in other areas to compensate for the lack of front and side yard plantings.
- Request the inclusion of additional trees, green buffers, and pedestrian-friendly design elements.
- Request Park Dedication in-kind or by a Dedication Fee.



## **2. Pedestrian & Traffic Flow Improvements:**

- Require the developer to incorporate improved pedestrian access, such as sidewalks, crosswalks, and designated pedestrian zones.
- Address any potential traffic congestion concerns by requiring a traffic mitigation plan.

## **3. Fire Safety Infrastructure Enhancements:**

- Require the developer to install a fire hydrant strategically placed to enhance fire protection coverage for the shopping center.
- Implement a split water supply system to separately serve domestic water needs and fire suppression requirements, ensuring adequate pressure and reliability for emergency response.

## **4. Public Parking & Loading Considerations:**

- Require a designated area for loading/unloading that does not interfere with public parking.
- Explore whether additional shared public parking spaces can be incorporated into the development.

## **5. Snow Storage & Maintenance Agreement:**

- The final site plan should include clear snow storage and removal provisions to prevent winter obstructions in parking and pedestrian areas.
- Establish an ongoing maintenance responsibility agreement to ensure continued compliance.

## **Legal Considerations & Next Steps:**

As the Planning and Zoning Commission reviews this PUD request, I encourage the City to strategically leverage this opportunity to negotiate improvements that align with Lexington's long-term development objectives. The Commission has the authority to set conditions that ensure this development contributes positively to the City's commercial district while maintaining zoning integrity.

If the applicant is unwilling to provide meaningful concessions, the City retains the right to deny or modify the requested PUD flexibility. Any approved changes should be formally documented in the final development agreement.

For further legal guidance, please contact my office.

---

Kurt Glaser  
City Attorney  
City of Lexington



CITY OF LEXINGTON  
COUNTY OF ANOKA  
STATE OF MINNESOTA

RESOLUTION #25-06

A RESOLUTION ADOPTING PRELIMINARY PLAT FOR  
MENLO CAPITAL PARTNERS, LLC (NORTHWAY MALL)

WHEREAS, MENLO CAPITAL PARTNERS, LLC, (“Applicant”), seeks approval of the preliminary plat proposed as Lexington Center Third Addition.

WHEREAS, the proposed preliminary plat was reviewed and recommended by the City Engineer, subject to his requests for corrections and conditions.

WHEREAS, the proposed preliminary plat was considered by the Planning and Zoning Commission after a public hearing held on March 11, 2025. The Commission RECOMMENDS the Council approve this preliminary plat.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEXINGTON, MINNESOTA, formally APPROVES the Preliminary Plat on the Conditions as set forth in the Staff Report from the City Engineer; and said Report shall be incorporated into the Final Plat, along with any other recommendations from City Staff.

PASSED AND DULY ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2025 by the City Council of the City of Lexington.

\_\_\_\_\_  
Mike Murphy, Mayor

Attest:

\_\_\_\_\_  
Bill Petracek, City Administrator



CITY OF LEXINGTON  
COUNTY OF ANOKA  
STATE OF MINNESOTA

ORDINANCE #25-02

AN ORDINANCE OF THE CITY COUNCIL OF LEXINGTON, MINNESOTA, APPROVING  
A PLANNED UNIT DEVELOPMENT  
FOR THE PLAT  
LEXINGTON CENTER, THIRD ADDITION

WHEREAS, Menlo Capital Partners, (“Applicant”), owns the following parcels of real estate (the “Subject Parcels”), legally described as Lexington Center, Third Addition, Anoka County, Minnesota. Formerly described as Lexington Center, Third Addition, Anoka County, Minnesota.

WHEREAS, the Planning and Zoning Commission held a public hearing on an application presented by the Applicant. The purpose of these hearings would replat the existing shopping center to divide and develop the Subject Parcels by adding two retail business establishments in the existing parking lot of the shopping center. This application was brought in conjunction with a request for development through a Planned Unit Development.

WHEREAS, the Applicant requests to develop Lexington Center, Third Addition as a Planned Unit Development requesting variances to the following standards of the Lexington Code of Ordinances:

	<u>Code</u>	<u>Existing</u>	<u>Proposed</u>
Zoned	M1		M1 with PUD
Building Setback - Front <sup>1</sup>	35’-0”		19’-0”
Building Setback - Rear	30’-0”		30’-0” (no change)
Building Setback - Side	15’-0”		0’-0”

<sup>1</sup> The proposed Lot 2 Block 1 (Proposed Chipotle) has a proposed front setback of 23.7 feet which is a 7.7 foot deviation from the minimum.

The proposed lot 1A Block 2 (Conceptual lot reserved for future use) has proposed front setbacks of 19.1 and 20.4. The other existing buildings as part of the PUD have existing legal non-conformities in terms of setbacks.

Lot Coverage	80% Lot Coverage		95% Lot Coverage
Landscaping	Required in Front & Side Yards		For existing, non-conforming areas. (Not for new development.)
Parking Spaces	484 spaces	391 spaces	315 spaces

WHEREAS, the Applicant obtained the RECOMMENDATION of the Planning and Zoning Commission to GRANT variances pursuant to a Planned Unit Development and set forth conditions in the form of a Conditional Use Permit governing the development of the parcel and the construction of improvements thereon.

WHEREAS, the Planning and Zoning Commission made the following FINDINGS with respect to the land use applications submitted by the Applicant. These findings are based on City criteria for granting a Planned Unit Development set forth under each heading:

\*\*\*\*\*

1. Application for approval of a Planned Unit Development.
  - a. The development shall be planned so that it is consistent with the city comprehensive plan.

This development is consistent with the 2030 Comprehensive Plan with the exception of the those parcels currently zoned for the Central Business (M-1) district. This project is consistent with zoning in a multiuse district as it allows for retail business development. This project is also consistent with the Plan as it is located within the City's Commercial Redevelopment District. This project fulfills the Plan's stated goals and policies:

- Maintain distinct land use districts that minimize the conflict between residential and commercial/ industrial areas.
- Concentrate commercial development and create "center(s)" of vibrant commercial activity.
- Create and maintain a cohesive commercial "identity" or "character" for the City's commercial area(s).
- Identify and target specific areas of the community that are appropriate for new housing and commercial opportunities, including infill and redevelopment.
- Require landscaping along all public rights-of-ways for all commercial uses.
- Prioritize and assist development in the City's commercial areas.
- Investigate public improvements to improve safe pedestrian access within and between neighborhoods and commercial areas.



- b. The PUD is an effective and unified treatment of the development possibilities on the project site and the development plan provides for the preservation of unique natural amenities such as streams, stream banks, wooded cover, rough terrain and similar areas.

The Subject Parcel has no other distinguishing natural features.

- c. The planned unit development proposal appears to harmonize with both existing and proposed development in the area surrounding the project site.

The planned development is an effective use of the site as it efficiently uses the existing space to add two retail establishments. The proposed design also harmonizes the design of the structures in the strip mall with the proposed buildings on the development site.

- d. The proposed total development is designed in a manner as to form a desirable and unified environment within its own boundaries.

All buildings and amenities within the development have a uniform and consistent architecture.

- e. Any exceptions to the standard requirements of the zoning and subdivision chapters are justified by the design of the development.

All of the variances requested for this project are justified given planned accommodations within the Project plans. The primary objective of development in an M-1 district is a mix of development alternatives using a planned unit development. Therefore, unlike other zoning districts, density, building height and structure setbacks in an M-1 district are expected to vary due to development using a planned unit development. The Code of Ordinances allow parking standards to be changed without a planned unit development. Details regarding these exceptions are set forth in the memorandum from MSA Professional Services, attached as Exhibit A.

- f. The tract of land shall be under unified control at the time of application and scheduled to be developed as one unit. In addition, the development plan must include provisions for the preservation of natural amenities.

The development will occur in a unified manner with appropriate construction in two phases. The site has few, if any, natural amenities remaining on the site, and will be preserved with this development.

- g. Each phase of the proposed development, as it is proposed to be completed, is of sufficient size, composition and arrangement that its construction, marketing and operation are feasible as a complete unit, and that provision and

construction of dwelling units and common open space are balanced and coordinated.

The second phase will occur as market conditions are deemed appropriate. Given this type of retail business development, phasing in this manner is normal and appropriate. Common open space will remain balanced and coordinated as the second phase redevelops the existing parking lot into a retail structure.

- h. The PUD will not create an excessive burden on parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the district.

The development will increase retail foot traffic and automobile traffic on and near the site. Planned pedestrian improvements will increase movement at the site. Existing streets and facilities can accommodate the planned increased automobile traffic on and near the site.

WHEREAS, after conducting a public hearing, the Planning and Zoning Commission RESOLVED as follows respect to the land use applications submitted by the Applicant:

1. The Commission RECOMMENDS the City Council approve the Planned Unit Development for Lexington Center Third Addition;
2. The Commission ADOPTED Staff memoranda, in part, as its RECOMMENDATIONS and FINDINGS OF FACT, as follows:
  - a. Claire Stickler, MSA Professional Services, March 4, 2025, RE: CUP-PUD Application for Northway Shopping Center Expansion. (Exhibit A);
  - b. Steve Winter, MSA Professional Services, March 5, 2025, RE: Lexington Center Third Addition Preliminary Plat Review (Exhibit B);
  - c. Kurt Glaser, BBG Law, March 5, 2025, RE: Planned Unit Development (PUD) Process & Negotiation Considerations for Northway Shopping Center Expansion (Exhibit C).
3. The Commission RECOMMENDS the City Council condition its approval of the Planned Unit Development on a Conditional Use Permit that will be based on those conditions:
  - a. the Commission found during the Public Hearing;
  - b. that may arise in the near future during the Plat or Plan approval process;
  - c. on terms as may be negotiated between the Applicant and the City; and
  - d. that all comments and concerns from the City's Administrator, Engineer, Planner, Attorney, Building Inspector and Fire Marshal shall be met.



4. The Commission RECOMMENDS the City Council adopt the Preliminary Plat for Lexington Center Third Addition. The Planned Unit Development shall be on the condition the adoption of the Final Plat for Lexington Center Third Addition is adopted by the City. These conditions shall be governed by the Conditional Use Permit.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEXINGTON, MINNESOTA, that it adopts the aforementioned findings of fact related to the requested land use applications for the Subject Parcels and DOES ORDAIN the adoption of each recommendation of the Planning and Zoning Commission approving a Planned Unit Development for "Lexington Center Third Addition". This approval by the City Council is subject to the additional conditions:

- a. Applicants shall be subject to a Conditional Use Permit to be approved at the time of final plat approval.
- b. Applicants shall enter into a Development Agreement with the City for the purpose set forth above and as otherwise dictated by law.
- c. Applicants shall pay all applicable building permit fees and other appropriate fees to the City.

Effective Date. This ordinance shall be effective immediately upon its passage.

PASSED AND DULY ADOPTED, after one Reading, this 3<sup>rd</sup> day of April 2025 by the City Council of the City of Lexington.

---

Mike Murphy, Mayor

Attest:

---

Bill, Petracek, City Clerk

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

**RESOLUTION 25-07**

**A RESOLUTION OF THE CITY COUNCIL OF LEXINGTON, MINNESOTA,  
APPROVING SUMMARY PUBLICATION OF ORDINANCE**

WHEREAS, on April 3, 2025, the Lexington City Council adopted Ordinance 25- 02, which authorized a planned unit development (PUD) for the purpose of creating and developing two lot parcels legally described as Lexington Center, Third Addition, Anoka County, Minnesota. Formerly described as Lexington Center, Third Addition, Anoka County, Minnesota. These lot parcels are located in front of Northway Mall, owned by Menlo Capital Partners, LLC. The planned unit development (PUD) purpose is to construct quick service restaurants – Chipotle and a future restaurant yet to be determined.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lexington, due to the lengthy nature of this Ordinance, has directed that this title and summary be prepared for publication pursuant to Minn. Stat. 412.191, Subd. 4

The Council finds that the following text clearly informs the public of the intent and effect of Ordinance 25-02, and hereby approves the following summary text for publication:

“SUMMARY PUBLICATION OF ORDINANCE 25-02.

AN ORDINANCE OF THE CITY COUNCIL OF LEXINGTON, MINNESOTA, APPROVING  
A PLANNED UNIT DEVELOPMENT FOR THE PLAT LEXINGTON CENTER, THIRD  
ADDITION

NOTICE: the full text of this Ordinance is available for public inspection at Lexington City Hall located at 9180 Lexington Avenue, Lexington, MN 55014, during regular office hours.”

WHEREAS, Passed by the City Council of Lexington, Minnesota this 3<sup>rd</sup> of April, 2025.

---

Mike Murphy, Mayor

Attest:

---

Bill Petracek, City Administrator



# DEVELOPMENT & SUBDIVISION AGREEMENT

BY AND BETWEEN  
THE CITY OF LEXINGTON, MINNESOTA  
AND  
MENLO CAPITAL PARTNERS LLC

*Effective  
April 3, 2025*

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## DEVELOPMENT & SUBDIVISION AGREEMENT

### *Lexington Center Third Addition*

THIS DEVELOPMENT & SUBDIVISION AGREEMENT (“Agreement”) effective INSERT DATE, 2025, by and between the CITY OF LEXINGTON, a Minnesota municipal corporation (“City”); and MENLO CAPITAL PARTNERS LLC, a Minnesota limited liability company, (the “Developer”)(each a “Party” and collectively, the “Parties”). This Agreement supersedes and incorporates any previous Agreement between the Parties.

The scope of this Agreement shall serve as a master agreement for all phases of development until the Final Plat is fully developed. Developer will create two new lots and construct a Chipotle Restaurant and a future retail building, on the existing site of the “Northway Mall”, (the “Project”). The Project shall be constructed in two phases.

This Agreement shall also serve as the governing document for each portion or phase (each a “Phase”) of the Project. A detailed description of each Phase of the Project is be set forth in Exhibit E. Future Phases of development shall be governed by amendments or codicils to this Agreement.

**1. REQUEST FOR PLAT AND DEVELOPMENT APPROVAL.** The Developer has asked the City to approve a final plat for the LEXINGTON CENTER THIRD ADDITION (referred to in this Agreement as the “Final Plat”), and the City has agreed to approve the Final Plat subject to the terms and conditions of this Agreement. The land (“Land”) is situated in the County of Anoka, State of Minnesota, and is legally described on the attached Exhibit A, including easements described therein.

**2. CONDITIONS OF PLAT AND DEVELOPMENT APPROVAL.** This Agreement serves as the Master Agreement for the development of the LEXINGTON CENTER

THIRD ADDITION. The Plat will be developed in accordance with the Plans and subject to that that certain Planned Unit Development and Conditional Use Permit approved by the City Council on INSERT DATE HERE, 2025 (the "PUD").

At such time as the City approves the Final Plat, and the Developer furnishes the Security (as hereinafter defined), the Developer may record the Final Plat with the County Recorder or Registrar of Titles within one hundred (100) days after the execution of this Agreement. The Final Plat shall contain all easements required for the construction of improvements for the development.

**3. RIGHT TO PROCEED.** Within the Land, the Developer may not grade (except as authorized in the Permit issued by the City for the purpose of excavating and installing footings and foundation) or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this Agreement has been fully executed by all parties and filed with the City Administrator, 2) the Security has been received by the City, 3) the Final Plat has been approved by the City Council and is in a form ready for recording with the Anoka County Recorder's Office, and 4) the City Administrator has issued a letter that all conditions have been satisfied and that the Developer may proceed (the "Notice to Proceed"). The Developer may not record the Final Plat until the Security has been received and accepted by the City. The City Administrator shall issue the Notice to Proceed within seven (7) business days after receipt and acceptance of the Security.

In addition to the conditions set forth in the previous paragraph, the Developer may only proceed with the development and construction of each Phase of the Project consistent with the conditions set forth in Paragraph 20. Each Phase of development may be developed as described in Exhibit E (as may be amended). The City Administrator shall issue a letter certifying that all



such conditions to proceed with each Phase of the Project have been satisfied and that the Developer may proceed.

4. **OTHER DEVELOPMENT.** The City may refuse to approve future Phases of this Project, planning or zoning applications, plats or development contracts by or with Developer if Developer has breached this Agreement, and the breach has not been remedied within the applicable notice and cure period.

5. **DEVELOPMENT PLANS.** The Project shall be developed in accordance with plans that shall be approved, in writing, by a City, County or State Building Official (as may be revised and/or amended, collectively, the "Plans"). The Plans shall not be attached to this Agreement but may be on file with the City. If the Plans vary from the written terms of this Agreement, the written terms shall control. The Plans are incorporated by reference into this Agreement. Subject to the terms and conditions of the Planned Unit Development, each Phase shall be subject to site plan review and approval by the Planning Commission and City Council.

- A. Lexington Center Third Addition, Final plans
  - a. Civil Plans dated (in hand) -FURTHER DEFINITION NECESSARY-
  - b. Landscape Plan (in hand) -FURTHER DEFINITION NECESSARY-
  - c. Building plan (in development) -FURTHER DEFINITION NECESSARY-
- B. Any "as built" or "as constructed" plans
- C. Such other plans that may be submitted and approved after adoption of this Agreement for each Phase.

These Plans may include subsequent plan revisions approved, in writing, by a City, County or State Building Official, and are incorporated by reference into this Agreement.

6. **PUBLIC AND PRIVATE IMPROVEMENTS.** The Developer shall install and pay for the following improvements (“Improvements”) as required by the Plans. These Improvements are detailed in Exhibit D, attached hereto and incorporated herein. The Developer’s obligations to install and pay for the Improvements shall be deemed satisfied upon completion of the Improvements and acceptance of the Improvements by the City.

All Improvements shall be installed in accordance with the City’s subdivision ordinance; City standard specifications for utilities and street construction; and any other applicable law, ordinance or policy – this includes private improvements constructed in lieu of public improvements. The Developer shall submit the Plans for the Improvements, said plans having been prepared by a registered professional civil engineer, to the City for approval by the City Council or the City Engineer as its designee. The Developer shall obtain all necessary permits from other agencies before proceeding with construction of the Improvements. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure a commercially reasonable level of quality control to the extent that the Developer’s engineer will be able to certify, as a condition of City acceptance, that the construction work for the Improvements meet the approved City standards.

The Developer, its contractors and subcontractors, shall follow all instructions received from the City and Rice Creek Watershed inspectors, so long as consistent with the Plans. The Developer’s engineer shall provide for on-site project management. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time and location with all parties concerned, including the City’s consulting engineer and inspector, to review the program for the construction work. Prior to the pre-construction meeting, Developer shall supply a schedule of construction activities and shall amend the schedule from time to time, as the Developer and City



mutually deem necessary. Before the Security for the completion of the Improvements is released in total, iron monuments must be installed in accordance with Minn. Stat. § 505.01. The Developer's surveyor shall submit a written notice to the City certifying that the monuments have been installed.

7. **PERMITS.** The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, as required by federal, state or local law (collectively, the "Permits"). If such Permits are not obtained by the Developer, its contractor or subcontractors, within the time required by law, such failure shall be deemed a violation of this Agreement and the City may enforce its remedies herein if such permit(s) are not obtained. Those permits obtained by Developer to begin work include, but are not limited to:

- A. Minnesota Pollution Control Agency – National Pollutant Discharge Elimination System (NPDES) Permit for storm water discharge related to construction activity.
- B. Minnesota Pollution Control Agency - Storm Water Pollution Prevention Plan
- C. Rice Creek Watershed District – General Permit for Development Activity
- D. Rice Creek Watershed District – Operations and Maintenance Agreement
- E. City of Lexington - Building Permit for construction
- F. City of Lexington – Watermain extension permit (Phase I)
- G. City of Lexington – Sewer extension permit (Phase II)
- H. Anoka County Highway Department - Permits for work within the Right-of-Way
- I. Anoka County Highway Department - Permits for traffic obstruction

8. **TIME OF PERFORMANCE.** The Developer shall install all required Phase One Improvements, by [INSERT DATE FOR PHASE 1]. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the Security to reflect cost increases and the extended completion date, unless the Developer demonstrates such cost increases are set off by Improvements that have been previously constructed and for which Security is no longer needed.

9. **LICENSE.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Land to perform all work and inspections deemed appropriate by the City in conjunction with the construction of the Improvements.

10. **EROSION CONTROL.** The erosion control shall be implemented by the Developer according to the Storm Water Pollution Prevention Plan and Grading Plan, and inspected and approved by the City. The City or Rice Creek Watershed District may impose additional erosion control requirements if field conditions warrant. The parties recognize that time is of the essence in controlling erosion. If the Developer does not reasonably and materially comply with the erosion control plan and schedule or supplementary instructions received from the City or the Rice Creek Watershed District, the City may take such action as it deems appropriate to control erosion. The City will designate a contact person responsible for erosion control issues. The contact person will attend the pre-construction meeting. Except in case of emergency, the City will give 48-hours' notice to the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work in accordance with the terms of this Agreement within thirty (30) days of receipt of invoice from the City, the City may draw down on the Security to pay any costs.

The Developer shall require all contractors and subcontractors working on the Project to comply with City's erosion control standards as set forth in the Plans. Those contractors and subcontractors are to be educated on the City standards how they may be required to post surety to secure performance. The City will work cooperatively with the Developer in securing their compliance with erosion control standards through the building permit process.



**11. GRADING PLAN.** The Project shall be graded in accordance with the grading plan within the Plans. Prior to the City releases any Security, the Developer shall provide the City with an “as constructed” grading plan certified by a registered land surveyor or engineer, showing the grading and with elevation shots showing that all ponds, swales, emergency overflows and ditches have been constructed in accordance with the Plans. Developer shall have said surveyor or engineer verify lot corner elevations, pond depth, storm water ingress, and building pads. The Developer shall be required to maintain all erosion control measures until written termination of the National Pollution Discharge Elimination System permit is received from the City.

**12. DEWATERING.** Due to the variable nature of groundwater levels and storm water flows, it will be the Developer’s and the Developer’s contractors and subcontractors responsibility to satisfy themselves with regard to the elevation of groundwater in the area and the level of effort needed to perform dewatering and store flow routing operations. All dewatering shall be in accordance with all applicable county, state, and federal rules and regulations. Department of Natural Resources regulations regarding appropriations permits shall also be strictly enforced.

**13. CLEAN UP.** The Developer shall daily clean dirt and debris from streets that has resulted from construction work by the Developer, its contractors, subcontractors, agents or assigns. Prior to any construction on the Land, the Developer shall identify in writing a responsible party for erosion control, street cleaning, and street sweeping. During such times as construction is active, developer or his agent shall frequently inspect streets and make sure that they are swept of dirt and debris.

**14. SITE PROVISIONS.** Access to the site during excavation, grading and construction shall only be permitted pursuant to the following conditions:

A. Developer will provide a screened construction fence surrounding the development to the extent allowed by statute.

B. Before obstructing a roadway, Developer shall obtain written permission from the City by its Building Official, Engineer, or Administrator.

C. Developer will adhere to all city curfews and restrictions.

D. Developer will use best efforts to communicate with neighbors through all Phases of construction in order to be sensitive to the inherent inconveniences caused by construction. Developer shall identify a person who will be responsible for considering any nuisance problems that may arise during construction.

E. Developer will use security measures at the site during construction to protect public safety and property. These measures are subject to approval by the City.

F. Developer shall repair damage to the neighboring streets, curbs or other public infrastructure caused by construction of the Project.

**15. OWNERSHIP OF IMPROVEMENTS.** Upon completion and acceptance of the work and construction required by this Agreement the Developer shall retain ownership and maintain all ponds, facilities and other erosion control measures.

**16. SUPERIOR RIGHT OF TITLE.** The Developer agrees, and shall not cause any mortgage, lien, easement, covenant or other encumbrance on title to the Land to be superior to any right or title the Developer grants to the City for the Planned Unit Development or any easement on the Final Plat, except by an express written authorization approved by the City Council. Approval of the Final Plat shall constitute written approval of title encumbrances in place at the time of such approval.



17. **ADMINISTRATION COSTS.** The Developer shall reimburse the City for all of the City's actual out-of-pocket expenses for this development including, but not limited to expenses incurred for legal, planning, engineering services, Agreement compliance and inspection services. The Developer shall deposit and maintain with the City a \$10,000 cash escrow for payment of these accrued or future costs (the "Escrow"). If the Developer does not reimburse the City for any cost the City incurred for such work in accordance with the terms of this Agreement within thirty (30) days of receipt of invoice from the City, the City may draw down on the Escrow to pay any costs. The City shall draw against the escrow to reimburse itself for all such costs. The Developer agrees that the City has the right to request additional deposits from time to time based on the City's estimates of future out-of-pocket costs and replenish such escrow. Unless excused by the City Council, the Developer shall maintain the escrow for a period of one-year after either the termination of this agreement or completion of all construction and landscaping, whichever is a longer period. The City may halt construction of the Project after the expiration of any cure periods for any unpaid bills until they are paid in full and the escrow replenished to its original amount. If the Escrow should be funded in an amount insufficient to meet the City's reasonable costs, and the Developer does not fund the Escrow in an amount reasonably requested by the City within thirty (30) days of said request, the City may at its option draw funds from the Security to reimburse itself for such costs. Unpaid City expenses shall after thirty (30) days accrue interest at the rate of eighteen percent (18%) per year.

Before the City signs the Final Plat, Developer must pay or satisfy all such costs, and any other unpaid governmental fees, assessments, judgments or real estate taxes, plus any penalty and interest or as allowed pursuant to this Agreement.

18. **SECURITY.** To guarantee compliance with all of the terms of this Agreement, , including interest and penalties, payment of administration costs, construction costs, payment of the costs of all Improvements, construction of all Improvements, and payment to remediate any nuisances created by this Project (including compliance with governmental audits or litigation related to the Developer), the Developer shall furnish the City with a Letter of Credit in the form attached hereto as Exhibit B or other form as agreed to by the Parties, from a bank or other financial institution acceptable to the City in the amount of 125% of the total costs of the Improvement (the "Security"). The amount of the Security is calculated as shown in Exhibit D. These calculations are for historical reference, and are not a restriction on the use of the Security.

The Security shall be for a term ending November 1, 2027, or until the completion of Phase 2, and automatically renewing annually thereafter unless notice of termination is provided to the City at least forty-five (45) days prior to the end of the term or any renewal date. The notice given must comply with the formal Notice provisions of this agreement. Individual security instruments may be for shorter terms provided they are replaced at least thirty (30) days prior to their expiration. The City may draw down the Security, to pay for the costs of Improvements or as otherwise provided within this Agreement, with a written fourteen (14) day notice and fourteen (14) day right to cure by the Developer, for any violation of the terms of this Agreement or if the Security is to be allowed to lapse prior to the end of the required term or any renewal term. The notice and right to cure provisions shall be void if the Security will expire in less than fourteen (14) days or upon discovery that the Security will not automatically renew. If the Improvements are not completed at least thirty (30) days prior to the expiration of the Security, the City may also draw down. If the Security is drawn down, the proceeds shall be used to cure the default or held until the Developer has completed the Improvements. Upon receipt of proof to the City that any of the Improvements have been



satisfactorily completed and financial obligations to the City and Developer's contractors have been satisfied, with City approval the Security may be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the Security shall be retained until all Improvements have been completed, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, and the one (1) year waiting period has expired. The City must approve or deny a request for reduction in the Security within twenty-one (21) days after receipt of proof satisfactory to the City as provided above.

**19. CLAIMS & ACTIONS.** In the event that the City receives notice of an audit or review from a governmental agency related to this Land or Final Plat, or the City receives notice of litigation regarding this Land or Final Plat, such claims will be forwarded to the Developer who shall promptly indemnify and hold the City harmless and make it whole.

In the event that the City receives claims from laborers, materialmen, or others, the sums due them have not been paid, and the laborers, materialmen, or others are seeking payment from the City, such claims will be forwarded to the Developer who shall promptly process the claims and make sure that all valid claims are paid. Developer agrees to indemnify and hold the City harmless in the event that the City receives claims from (and uses reasonable diligence to authenticate said claims) labor, materialmen, or others indicating that the sums due them have not been paid, and the laborers, materialmen, or others are seeking payment from the City. The Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the Security in an amount up to 125% of the claim(s) and deposit the funds in compliance with said Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings

as it pertains to the Security deposited with the District Court, except that the Court shall retain jurisdiction to determine attorneys' fees pursuant to this Agreement.

**20. FEES.** The following fees shall apply to plat development:

A. Park Dedication Fee. Developer has paid a cash contribution of \$16,000.00 in lieu of land dedication in order to satisfy the park dedication requirement with respect to the Project.

B. The fees above must be paid in full in cash upon execution of this Agreement and approval of the Final Plat. Developer's failure to timely pay fees shall constitute a default and be grounds for denial of building permits.

**21. FIXTURE INSTALLATION, ACCEPTANCE AND WARRANTY**

A. The Developer shall be responsible for the cost and installation of public improvement such as street and parking lot lighting, street signs and traffic signs consistent with the Plans and specifications approved by the City. Before the City releases the Final Plat for recording, the Developer shall execute this Agreement and deposit the Security. The estimated cost of the Improvements (street and parking lot lighting, street signs and traffic signs installation) is set forth in the attached table, Exhibit D.

B. Within 60 days after Developer delivers a complete set of reproducible "as constructed" plans and a set of electronic format "as constructed" plans for the Developer installed Improvements and a letter requesting acceptance by the City of such Improvements, City shall review the Improvements and consent to and accept the Improvements or provide Developer with a written notice of work that is unacceptable and what is required to make the work acceptable to the City. If the City fails to provide a written notice of unacceptable work within 90 days, then the City shall be deemed to have accepted the Improvements identified in the Developer's written request for acceptance.



C. The Developer warrants all Improvements required to be constructed by it pursuant to this Agreement against poor material and faulty workmanship. The warranty period for underground utilities is two years from the date of acceptance by the City. If one contractor installs all Improvements, the warranty period shall commence after the final wear course has been completed and the City has accepted the streets. If streets and underground utilities are installed by separate contractors, the two (2) year warranty period on underground utilities shall commence following their completion and acceptance by the City. The Developer or its contractor, at their option, shall post maintenance bonds in the amount of thirty-five percent (35%) of final construction costs or maintain the Security in an amount equal to 35% of the total cost of the Improvements, to secure the warranties. The City standard specifications for utilities and street construction identify the procedures for final acceptance of streets and utilities.

D. Before the City returns the Security, the Developer shall prepare record construction drawings in electronic format (two copies) for City base map upgrading, and sufficient time for the City to upgrade its base maps.

E. The Developer shall submit the plans to the City in electronic format. The electronic format shall be either AutoCAD, .DWG file using Anoka County coordinates. These plans shall include, but are not limited to, the Plat, and Plans, including the site plan, grading, plan, civil improvements, and the Storm Water Pollution Prevention Plan.

**22. DEVELOPER'S DEFAULT.** In the event of default by the Developer as to any of the work to be performed by it hereunder, and, except in the case of an emergency, such default remains outstanding for thirty (30) days after delivery of written notice of default from City to Developer, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an

emergency as determined by the City, is first given notice of the work in default, not less than 48 hours in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the Plat. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

**23. MISCELLANEOUS.**

- A. Third parties shall have no recourse against the City under this Agreement.
- B. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits.
- C. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- D. If building permits are issued prior to the completion and acceptance of the Improvements, the Developer assumes all liability and costs resulting in delays in completion of the Improvements and damage to the Improvements caused by the City, Developer, its contractors, subcontractors, materialmen, employees, agents, or third parties. No sewer and water connection permits may be issued and no one may occupy a unit or building for which a building permit is issued on a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface and the utilities are accepted by the City.
- E. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.



F. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the subject property and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being developed; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

G. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's negligent work or the negligent work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$500,000 for one person and \$1,000,000 for each occurrence; limits for property damage shall be not less than \$200,000.00 for each occurrence; or a combination single limit policy of \$1,000,000 or more. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City approving this Agreement. The certificate shall provide that the City must be given ten (10) days advance written notice of the cancellation of the insurance. The certificate of insurance shall be provided on a form provided by the Developer's, or Developer's construction manager's, insurance company and shall be reasonably acceptable to the City. Said form shall substantially comply with the insurance requirements set forth on Exhibit C.

H. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as

often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

I. The Developer may not assign this Agreement without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells the Project, or any part of the Land.

J. The Developer shall hold the City and its officers, employees, and agents harmless from claims or audits made by it and third parties for damages sustained or costs incurred resulting from this Agreement and the Project. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses that the City may pay or incur in consequence of such claims or audits, including attorneys' fees.

K. The Developer consents to allow the City to record this Development and Subdivision Agreement, and all exhibits hereto.

**24. NOTICES.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address:

Menlo Capital Partners LLC  
10949 Ayres Avenue  
Los Angeles, CA 90064

With a copy to:  
Larkin, Hoffman, Daly & Lindgren LTD  
Attention: Jacob W. Steen  
8300 Norman Center Drive, Suite 100  
Bloomington, MN 55437

Notices to the City shall be in writing and shall be either delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address:

Lexington City Hall  
9180 Lexington Avenue  
Lexington, Minnesota 55014

With a copy to:

Berglund, Baumgartner & Glaser, LLC  
Attention: Kurt B. Glaser  
333 Washington Avenue North, Suite 405  
Minneapolis, Minnesota 55104.  
KGlaser@BBG.law

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SIGNATURE PAGES FOLLOW.]



**SIGNATURE PAGE TO SUBDIVISION AGREEMENT**

**Lexington Center Third Addition**

**CITY OF LEXINGTON**

BY: \_\_\_\_\_  
Mike Murphy, Mayor

AND: \_\_\_\_\_  
Bill Petracek, City Administrator

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**SIGNATURE PAGE TO SUBDIVISION AGREEMENT**

**Lexington Center Third Addition**

**DEVELOPER:**

**MENLO CAPITAL PARTNERS LLC**

BY: Menlo Capital Partners LLC

ITS: President

BY: \_\_\_\_\_  
Jason Stomel

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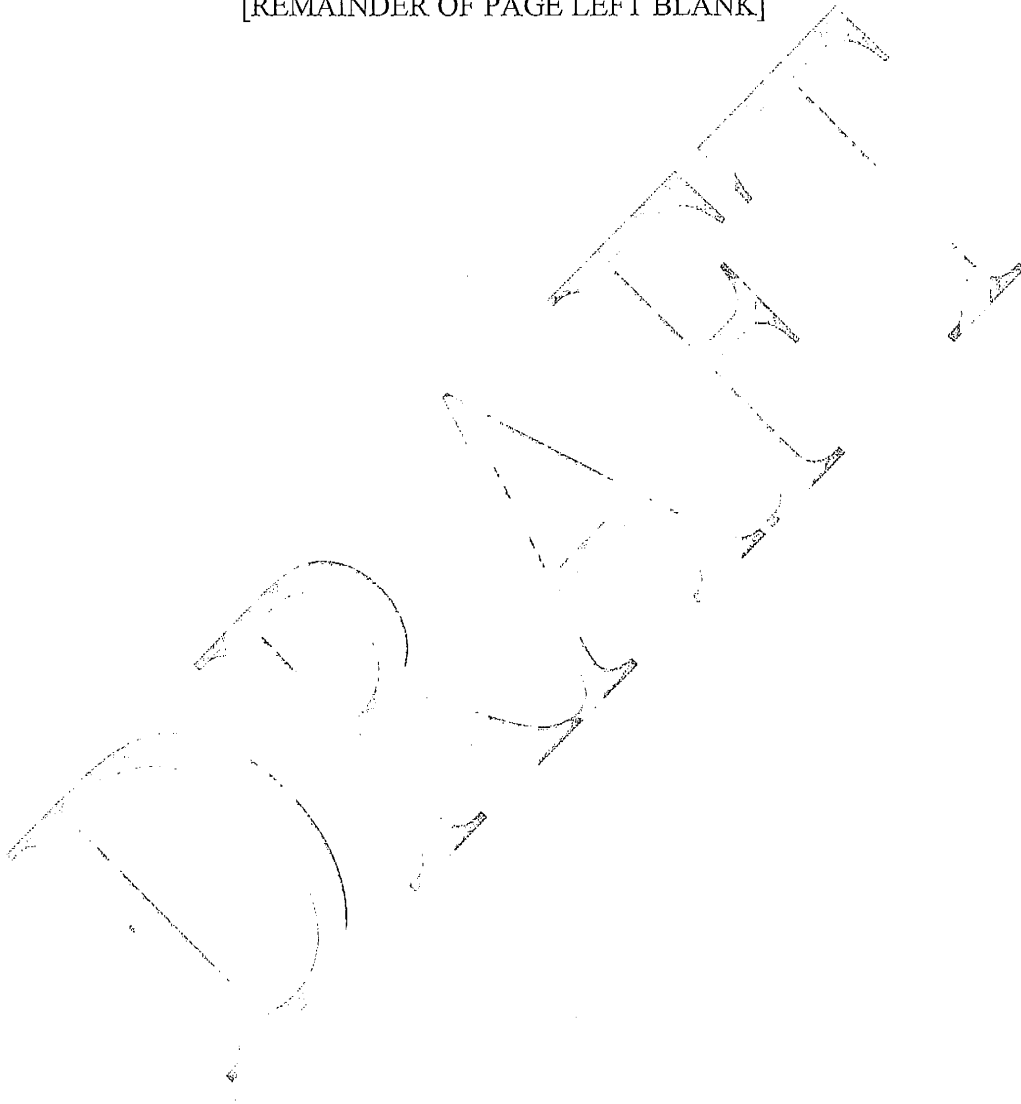
**EXHIBIT "A" TO SUBDIVISION AGREEMENT**

**Lexington Center Third Addition**

**Legal Description of Property Being Developed, situated in Anoka County, Minnesota:**

**Lexington Center Third Addition, Anoka County, Minnesota**

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**EXHIBIT "B" TO SUBDIVISION AGREEMENT**

**Lexington Center Third Addition**

**IRREVOCABLE LETTER OF CREDIT**

No. \_\_\_\_\_

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

TO: City of Lexington  
9180 Lexington Avenue  
Lexington, Minnesota 55014

Dear Sir or Madam:

We hereby issue, for the account of Menlo Capital Partners LLC, and in your favor, our Irrevocable Letter of Credit in the amount of \$ \_\_\_\_\_ available to you by your draft drawn on sight on the undersigned bank.

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_, of (Name of Bank) ";
- b) Be signed by the Mayor or City Administrator of the City of Lexington.
- c) Be presented for payment at (Address of Bank) \*\*, on or before 4:00 p.m. on November 30, 2022.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Lexington City Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: Lexington City Administrator, Lexington City Hall, 9180 Lexington Avenue, Lexington, MN 55014, and is actually received by the City Administrator at least thirty (30) days prior to the renewal date.

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

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

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

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

BY: \_\_\_\_\_  
Its \_\_\_\_\_

\*\* Must be a location within the Twin Cities Metropolitan area.

**EXHIBIT "C" TO SUBDIVISION AGREEMENT**

**Lexington Center Third Addition**

**CERTIFICATE OF INSURANCE**

**PROJECT:**

**CERTIFICATE HOLDER:** City of Lexington  
9180 Lexington Avenue  
Lexington, Minnesota 55014

**INSURED:**

**ADDITIONAL INSURED:** City of Lexington

**AGENT:**

**WORKERS' COMPENSATION:**

**Policy No.** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**Insurance Company:**

**COVERAGE -** Workers' Compensation, Statutory.

**GENERAL LIABILITY:**

**Policy No.** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**Insurance Company:**

☐ Claims Made

☐ Occurrence

**LIMITS: [Minimum]**

**Bodily Injury and Death:**

\$500,000 for one person

\$1,000,000 for each occurrence

**Property Damage:**

\$200,000 for each occurrence

**-OR-**

**Combination Single Limit Policy**

\$1,000,000 or more

**COVERAGE PROVIDED:**

Operations of Contractor: YES

Operations of Sub-Contractor (Contingent): YES

Does Personal Injury Include Claims Related to Employment? YES

Completed Operations/Products: YES

Contractual Liability (Broad Form): YES

Governmental Immunity is Waived: YES



Property Damage Liability Includes:

Damage Due to Blasting	YES
Damage Due to Collapse	YES
Damage Due to Underground Facilities	YES
Broad Form Property Damage	YES

**AUTOMOBILE LIABILITY:**

Policy No. \_\_\_\_\_

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

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

Insurance Company: \_\_\_\_\_

(X) Any Auto

**LIMITS: [Minimum]**

Bodily Injury:

\$500,000 each person \$1,000,000 each occurrence

Property Damage:

\$500,000 each occurrence

-OR-

Combined Single Limit Policy: \$1,000,000 each occurrence

**ARE ANY DEDUCTIBLES APPLICABLE TO BODILY INJURY OR PROPERTY DAMAGE ON ANY OF THE ABOVE COVERAGES:**

If so, list:

Amount: \$ \_\_\_\_\_  
[Not to exceed \$1,000]

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL TEN (10) DAYS WRITTEN NOTICE TO THE PARTIES TO WHOM THIS CERTIFICATE IS ISSUED.**

Dated at \_\_\_\_\_

On \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Insurance Representative

**EXHIBIT "D" TO SUBDIVISION AGREEMENT**

**Lexington Center Third Addition**

**Security & Fees**



## EXHIBIT "E" TO SUBDIVISION AGREEMENT

### Lexington Center Third Addition

#### Project Phasing

The Project will be completed in two Phases, as described below:

1. Phase I (Lot 2, Block 1):
  - a. Permitted Land Uses:
    - i. Fast-casual restaurant
    - ii. Drive-through permitted
  - b. Landscaping:
    - i. Parking medians and islands must be landscaped..
  - c. Pedestrian and Traffic Improvements:
    - i. Pedestrian access, including sidewalks, crosswalks, and pedestrian zones must demonstrate integration with development.
  - d. Fire Safety Enhancements:
    - i. Fire hydrant must be installed in coordination with City Fire Department and Public Works.
  - e. Parking/Loading: Adequate parking and loading on-site must be demonstrated in a manner that does not interfere with public health, safety, and welfare.
  - f. Snow Storage and Maintenance:
    - i. Snow storage areas must be demonstrated.
2. Phase II (Lot 1B, Block 2):
  - a. Permitted Land Uses:
    - i. Restaurant, quick-service restaurant, coffee shop, deli, retail
    - ii. Drive-through
  - b. Landscaping:
    - i. Parking medians and islands must be landscaped.
  - c. Pedestrian and Traffic Improvements:
    - i. Pedestrian access, including sidewalks, crosswalks, and pedestrian zones must demonstrate integration with development.
  - d. Fire Safety Enhancements:
    - i. Fire hydrant must be installed in coordination with City Fire Department and Public Works.
  - e. Parking/Loading: Adequate parking and loading on-site must be demonstrated in a manner that does not interfere with public health, safety, and welfare.
  - f. Snow Storage and Maintenance:
    - i. Snow storage areas must be demonstrated.

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1625 County Road 10 Ste D ♦ Spring Lake Park, MN 55432  
Phone: 612-666-4567 ♦ [www.renaissancefireworks.com](http://www.renaissancefireworks.com)

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City of Lexington

Welcome to the 2025 Fireworks Season!

Enclosed you will find the 2025 permit applications for Renaissance Fireworks Inc. for the location of 9500-9310 Lexington Ave. If you have any questions or we have missed anything, please don't hesitate to give us a call/email. Our Certificate of Insurance will follow. We look forward to working within your city again!

Sincerely,

Amanda Stone  
[amanda@serenityventuregroup.com](mailto:amanda@serenityventuregroup.com)  
Cell: 651-308-9326



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

## 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 type="checkbox"/>            | Commercial Business  | \$100.00                      |
| <input checked="" 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 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 \$ 350.00 Non-Profit Organization (exempt from fee) ☐

BUSINESS NAME: Renaissance Fireworks  
BUSINESS ADDRESS: 9300-9390 Lexington Ave  
BUSINESS PHONE: 612-666-4567  
TYPE OF BUSINESS: Outdoor retail sales of MN Safe and Sane Fireworks  
APPLICANT NAME: Mark Lazarchic  
APPLICANT ADDRESS: 1625 Cty Hwy 10 Ste D, Spring Lake Park, MN 55432  
APPLICANT PHONE: 612-666-4567  
APPLICANT EMAIL: amanda@serenityventuregroup.com  
EMAIL/WEBSITE: www.renaissancefireworks.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 3/6/25

NOTE: License Expires June 30th of Each Year

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

Lic. #: \_\_\_\_\_ Date Rec'd: \_\_\_\_\_ Amt. Pd.: \_\_\_\_\_ Late Fee Pd.: \_\_\_\_\_  
Bkgd Chk   P   F FD Insp.: \_\_\_\_\_ BO Insp.: \_\_\_\_\_ Council Appr.: \_\_\_\_\_



**MINNESOTA BUSINESS TAX IDENTIFICATION NUMBER  
AND  
SOCIAL SECURITY NUMBER**

Pursuant to Laws of Minnesota, 1984, Chapter 502, Article 8, Section 2 (270.72) (Tax Clearance; Issuance of Licenses), the licensing authority is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the Social Security number of each license applicant.


Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we are required to advise you of the following regarding the use of this information:

1. This information may be used to deny the issuance of renewal of your license in the event you owe Minnesota sales, employers withholding or motor vehicle excise taxes:

2. Upon receiving this information, the licensing authority will supply it only to the Minnesota Department of Revenue. However, under the Federal exchange of Information Agreement the Department of Revenue may supply this information to the Internal Revenue Service.

3. FAILURE TO SUPPLY THIS INFORMATION MAY JEOPARDIZE OR DELAY THE PROCESSING OF YOUR LICENSE ISSUANCE OR RENEWAL APPLICATION.

Please supply the following information and return along with your application to the licensing authority.

<u>Lazarchic</u>	<u>Mark</u>	<u>A</u>
Applicant's Last Name	First Name	Middle Initial
<u>1607 Lowry Ave NE, Minneapolis, MN 55418</u>		
Applicant's Address		
		<u>Owner</u>
Applicant's Social Security Number		Position (Officer, Partner, etc.)
<u>Renaissance Fireworks</u>		
Business Name		
<u>1625 Cty Hwy 10 Ste D</u>	<u>Spring Lake Park</u>	<u>MN</u>
Business Address	City	State
<u>7010255</u>		<u>55432</u>
		Zip Code
<u>*Minnesota Tax Identification Number</u>		<input type="checkbox"/> MN Tax ID Number NOT Required
<u></u>		<u>3/6/25</u>
Signature		Date

\*If a Minnesota Tax ID Number is not required for the business being operated, indicate that by placing an X in the box.



**Lexington Town Square - 9300 Lexington Ave, Lexington, MN 55014**



**Do not use stakes in parking lot! Only weights are to be used on the parking lot side of the tent!**



Lexington Location

**Sales will occur: 06/20/25-07/05/25**

**Hours of operation: 10:00 AM – 09:00 PM, daily**





## CANNABINOIDS LICENSE RENEWAL

March 17, 2025

Dear Applicant: Lexington Liquors

Renewal of your Cannabinoids License is required now.

As this is a new procedure we will allow you to verify information on your original application as true and correct and sign below stating that fact.

If any portion of the (enclosed) original application differs from what was initially submitted, a new application must be filled out and presented to the City of Lexington no later than March 20, 2025 for approval at the April 3rd, 2025 Lexington City Council meeting.

City Code regarding cannabinoids and general licensing provisions are also provided on the City website at <http://www.ci.lexington.mn.us>

All fees are due when the application is submitted. The fee for a cannabinoids license is **\$100.00** annually. **There is also a non-refundable background investigation fee of \$500 for a new cannabinoids license. This fee is waived if the information on your original application as true and correct and signed below stating that fact.**

Changes in store manager require additional documentation and background investigation with the city. Checks should be made payable to City of Lexington. In the event a license is denied, the license fee will be refunded.

If you have questions about the forms, regulations or the process, please feel free to contact this office at 763-784-2792.

*Matt Rivard* Matt Rivard 3/18/25

Signed:

Printed Name:

Date:

License #:	
Receipt #:	
Date:	
Fee Paid:	<del>100.00</del>

*waived*





CITY OF LEXINGTON  
STATE OF MINNESOTA  
COUNTY OF ANOKA

**CANNABINOID  
PRODUCT  
LICENSE**

WHEREAS,  
Lexington Municipal Liquors  
9271 South Highway Drive  
Lexington, MN 55014

LICENSE NO. B 25-02

**NO SALE of cannabinoid/THC products may be made:**

1. On Sundays, except between the hours of 11:00 am and 6:00 pm
2. Before 8:00 am on Monday through Saturday
3. After 10:00 pm on Monday through Saturday
4. On Thanksgiving Day
5. On December 25
6. After 8:00 pm on December 24

Has paid the sum of FEE WAIVED to the City of Lexington as required by the Ordinances of said City and has complied with all the requirements of said Ordinances necessary for obtaining this License.

NOW, THEREFORE, By order of the City Council, City of Lexington, and by virtue hereof, Lexington Municipal Liquors is hereby authorized and licensed for Cannabinoid Products Sales for the period January 1, 2025, through December 31, 2025 subject to all conditions and provisions of said Ordinances.

Given under my hand and the corporate seal of the City on this 3rd day of April, A.D. 2025

City of Lexington

City Administrator



## CANNABINOIDS LICENSE RENEWAL

March 17, 2025

Dear Applicant: Northway Tobacco

Renewal of your Cannabinoids License is required now.

As this is a new procedure we will allow you to verify information on your original application as true and correct and sign below stating that fact.

If any portion of the (enclosed) original application differs from what was initially submitted, a new application must be filled out and presented to the City of Lexington no later than March 20, 2025 for approval at the April 3rd, 2025 Lexington City Council meeting.

City Code regarding cannabinoids and general licensing provisions are also provided on the City website at <http://www.ci.lexington.mn.us>

All fees are due when the application is submitted. The fee for a cannabinoids license is **\$100.00** annually. **There is also a non-refundable background investigation fee of \$500 for a new cannabinoids license. This fee is waived if the information on your original application as true and correct and signed below stating that fact.**

Changes in store manager require additional documentation and background investigation with the city. Checks should be made payable to City of Lexington. In the event a license is denied, the license fee will be refunded.

If you have questions about the forms, regulations or the process, please feel free to contact this office at 763-784-2792.

Nabih Wn2waz

3-18-25

Signed:

Printed Name:

Date:

License #:	
Receipt #:	
Date:	
Fee Paid:	100.00





CITY OF LEXINGTON  
STATE OF MINNESOTA  
COUNTY OF ANOKA

CANNABINOID  
PRODUCT  
LICENSE

WHEREAS,  
Northway Tobacco  
9149 South Highway Drive  
Lexington, MN 55014

LICENSE NO. B 25-03

**NO SALE of cannabinoid/THC products may be made:**

1. On Sundays, except between the hours of 11:00 am and 6:00 pm
2. Before 8:00 am on Monday through Saturday
3. After 10:00 pm on Monday through Saturday
4. On Thanksgiving Day
5. On December 25
6. After 8:00 pm on December 24

Has paid the sum of ONE HUNDRED DOLLARS to the City of Lexington as required by the Ordinances of said City and has complied with all the requirements of said Ordinances necessary for obtaining this License.

NOW, THEREFORE, By order of the City Council, City of Lexington, and by virtue hereof, Northway Tobacco is hereby authorized and licensed for Cannabinoid Products Sales for the period January 1, 2025, through December 31, 2025 subject to all conditions and provisions of said Ordinances.

Given under my hand and the corporate seal of the City on this 3rd day of April, A.D. 2025

City of Lexington

City Administrator





## CANNABINOIDS LICENSE RENEWAL

March 17, 2025

Dear Applicant: Boulevard Bar and Grille

Renewal of your Cannabinoids License is required now.

As this is a new procedure we will allow you to verify information on your original application as true and correct and sign below stating that fact.

If any portion of the (enclosed) original application differs from what was initially submitted, a new application must be filled out and presented to the City of Lexington no later than March 20, 2025 for approval at the April 3rd, 2025 Lexington City Council meeting.

City Code regarding cannabinoids and general licensing provisions are also provided on the City website at <http://www.ci.lexington.mn.us>

All fees are due when the application is submitted. The fee for a cannabinoids license is **\$100.00** annually. **There is also a non-refundable background investigation fee of \$500 for a new cannabinoids license. This fee is waived if the information on your original application as true and correct and signed below stating that fact.**

Changes in store manager require additional documentation and background investigation with the city. Checks should be made payable to City of Lexington. In the event a license is denied, the license fee will be refunded.

If you have questions about the forms, regulations or the process, please feel free to contact this office at 763-784-2792.

*Melisa Parenteau* Melisa Parenteau 3/19/25

Signed:

Printed Name:

Date:

License #:	
Receipt #:	
Date:	
Fee Paid:	100.00



CITY OF LEXINGTON  
STATE OF MINNESOTA  
COUNTY OF ANOKA

**CANNABINOID  
PRODUCT  
LICENSE**

WHEREAS,  
Boulevard Bar & Grille  
3800 Restwood Road  
Lexington, MN 55014

**LICENSE NO. B 25-01**

Has paid the sum of ONE HUNDRED DOLLARS to the City of Lexington as required by the Ordinances of said City and has complied with all the requirements of said Ordinances necessary for obtaining this License.

NOW, THEREFORE, By order of the City Council, City of Lexington, and by virtue hereof, Boulevard Bar & Grille is hereby authorized and licensed for Cannabinoid Products Sales for the period January 1, 2025, through December 31, 2025 subject to all conditions and provisions of said Ordinances.

Given under my hand and the corporate seal of the City on this 3<sup>rd</sup> day of April, A.D. 2025

City of Lexington

City Administrator

**NO SALE** of cannabinoid/THC products may be made:

1. On Sundays, except between the hours of 11:00 am and 6:00 pm
2. Before 8:00 am on Monday through Saturday
3. After 10:00 pm on Monday through Saturday
4. On Thanksgiving Day
5. On December 25
6. After 8:00 pm on December 24