AGENDA
CITY OF LEXINGTON
REGULAR COUNCIL MEETING
JULY 16, 2026– 7:00 P.M.
9180 LEXINGTON AVENUE

1. **PLEDGE OF ALLEGIANCE**

2. **CALL TO ORDER:** – Mayor Murphy

A. Roll Call - Council Members: DeVries, Mahr, Winge 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. **LETTERS AND COMMUNICATIONS:** None

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.

6. **CONSENT ITEMS:**

A. Recommendation to Approve Council Minutes: June 18, 2026 **pp.1-4**

B. Recommendation to Approve Claims and Bills: **pp.5-23**

Check #'s 54242 through 54292
Check #'s 54293 through 54340
Check #'s 16196 through 16210
Check #'s 16217 through 16230

C. Financial Reports

- Cash Balances **pp.24**
- Fund Summary – Budget to Actual **pp.25-26**

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.

7. ACTION ITEMS:

A. Recommendation to Approve Resolution 26-06 - A Resolution Opting to Cease Participation in the Statewide Volunteer Firefighter Plan. **pp.27-28**

B. Recommendation to Approve Resolution 26-07 – A Resolution Authorizing a Budget Amendment and Permanent Fund Transfer. **pp.29-30**

C. Recommendation to Approve Resolution 26-08 – A Resolution Appointing Election Judges for the Primary Election to be Held August 11, 2026 and for the General Election to be held November 3, 2026. **pp.31**

D. Recommendation to Approve Resolution 26-09 – A Resolution Approving the Sale of Surplus Equipment. **pp.32-37**

E. Recommendation to Approve the 2027 North Metro Telecommunications Commission Budget. **pp.38-48**

F. Recommendation to Approve a Commercial Lease Agreement with Minnesota's Sixth Congressional District Republicans. **pp.49-59**

G. Recommendation to Approve a Commercial Lease Agreement with Circle Pines - Lexington Lions Club. **pp.60-70**

H. Recommendation to Approve Business License Renewals **pp.71**

8. MAYOR AND COUNCIL INPUT

9. ADMINISTRATOR INPUT

10. ADJOURNMENT

/mv

MINUTES
CITY OF LEXINGTON
REGULAR COUNCIL MEETING
JUNE 18, 2026– 7:00 P.M.
9180 LEXINGTON AVENUE

1. **PLEDGE OF ALLEGIANCE**

2. **CALL TO ORDER:** – Mayor Murphy

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

Mayor Murphy called to order the Regular Council meeting for June 18, 2026 at 7:00 p.m. Councilmember's present: Devries, Hunt, Mahr, and Winge. Also Present: Bill Petracek, City Administrator; Kurt Glaser, City Attorney; Steve Winter, City Engineer; Eleanor Brandt, MSA Consultants; Quad Press; Peter Lindstrom, Metropolitan Council; Derek Lind, Ramsey, MN.

3. **CITIZENS FORUM**

Derek Lind, Anoka County Election Integrity, stated that he believes that election integrity begins at the local level. Lind discussed poll pads and how other cities in Anoka County are handling the usage of these during the election process. Discussion ensued.

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

Councilmember Devries made a motion to approve the agenda without changes or corrections. Councilmember Mahr seconded the motion. Motion carried 5-0

5. **PETER LINDSTROM, METROPOLITAN COUNCIL REPRESENTATIVE, TO PROVIDE UPDATES TO THE COUNCIL.**

Peter Lindstrom, Met Council Representative, provided an overview of the Metropolitan Council and resources that are available to the City of Lexington. Discussion ensued.

6. **LETTERS AND COMMUNICATIONS:**

A. Metropolitan Council Preliminary Population & Household Estimate

B. Park Board Meeting Minutes – June 1, 2026

C. Planning Commission Minutes – June 9, 2026

No discussion on Letters and Communications.

7. **CONSENT ITEMS:**

A. Recommendation to Approve Council Minutes: June 4, 2026

B. Recommendation to Approve Claims and Bills:

Check #'s 54188 through 54241
Check #'s 16178 through 16192

C. Financial Reports

- Cash Balances
- Fund Summary – Budget to Actual

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

8. ACTION ITEMS:

A. Park Board Recommendation to Approve Plans and Specifications for the Memorial Park Pickle Ball Court.

Councilmember Mahr made a motion to Approve Plans and Specifications for the Memorial Park Pickle Ball Court. Mayor Murphy seconded the motion. Motion carried 5-0.

The Council discussed the cancellation of the July 2nd Council meeting. Petracek mentioned two lease agreements that would need to be approved for the use of our fire station – Circle Pines/Lexington Lions Club and the 6th Congressional District. Discussion ensued.

Mayor Murphy made a motion to add Item 8 (F) to discuss the Lexington Fire Station lease agreement. Councilmember Devries seconded the motion. Motion carried 5-0.

B. Recommendation to Approve an Amendment to the Centennial Lakes Little League Memorandum of Understanding (MOU)

Councilmember Devries made a motion to Approve an Amendment to the Centennial Lakes Little League Memorandum of Understanding (MOU). Mayor Murphy seconded the motion. Motion carried 4-0. Councilmember Mahr abstained from the vote.

C. Request for an increase in pay for Election Judges for 2026 Election

Councilmember Mahr made a motion to increase pay for Election Judges for 2026 Election. Councilmember Devries seconded the motion. Motion carried 5-0.

D. Recommendation to approve Business License Renewals

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

E. Recommendation to Approve Liquor License Renewals

- Boulevard Bar & Grill
- Carbone's Pizza
- Cowboy's Saloon (Conditions signed)
- Curious Crow

- El Loro Mexican Restaurant
- Pancho's Taqueria & Café (Liquor & 3.2 License)

Councilmember Devries made a motion to Approve Liquor License Renewals: Boulevard Bar & Grill, Carbone's Pizza, Cowboy's Saloon (Conditions signed), Curious Crow, El Loro Mexican Restaurant, Pancho's Taqueria & Café (Liquor & 3.2 License) with correction on Pancho's fees. Councilmember Mahr seconded the motion. Motion carried 5-0.

F. Discuss Lexington Fire Station Lease Agreements.

The City Council discussed proposed lease agreements for the temporary usage of the fire station. Petracek stated that proposals are being reviewed and considered from Circle Pines/Lexington Lions Club to use office space for charitable gambling and the 6th Congressional District to utilize the fire station during the 2026 election process. Discussion ensued.

Councilmember Devries made a motion authorizing the City Administrator to enter into standard lease agreements to rent the former fire station to Congressional District 6 and Circle-Lex Lions Club, whereby the agreements will be ratified by the City Council at their next regular meeting. Councilmember Mahr seconded the motion. Motion carried 5-0.

9. MAYOR AND COUNCIL INPUT

Councilmember Mahr stated that the budget was approved at the cable commission meeting.

Councilmember Devries advised that there will be a lot of air traffic at the Blaine Airport due to the Special Olympics.

10. ADMINISTRATOR INPUT

Petracek discussed police chief interviews. He stated that an offer has been made to a candidate, but it won't be made public until an employment agreement has been finalized.

11. CLOSED SESSION

This portion of the meeting is closed pursuant Minn. Stat. Section 13D.03, and is permitted for Labor Negotiation Strategy and discussion regarding the City of Lexington 2026-2027 Management and Non-Union compensation.

Mayor Murphy explained the need to go into closed session.

Councilmember Devries made a motion to go into closed session at 7:59 p.m. pursuant Minn. Stat. Section 13D.03, and is permitted for Labor Negotiation Strategy and

discussion regarding the City of Lexington 2026-2027 Management and Non-Union compensation. Councilmember Mahr seconded the motion. Motion carried 5-0.

Councilmember Murphy made a motion to reconvene in open session at 8:36 p.m. Councilmember Devries seconded the motion. Motion carried 5-0.

A. Recommendation to Approve the 2026-27 Management and Non-Union wages.

Councilmember Devries made a motion to Approve the 2026-27 Management and Non-Union wages with an amendment to the recommendation - Finance Director Galiov receiving a 12% wage adjustment and City Administrator Petracek receiving a 3% adjustment. Mayor Murphy seconded the motion. Motin carried 5-0.

12. ADJOURNMENT

Devries made a motion to adjourn the meeting at 8:37 p.m. Councilmember Mahr seconded the motion. Motion carried 5-0.

Claims & Bills

Under Separate Cover

Available Upon Request

CITY OF LEXINGTON
COUNTY OF ANOKA

STATE OF MINNESOTA

RESOLUTION NO. 26-06

A RESOLUTION OPTING TO CEASE PARTICIPATION IN THE STATEWIDE VOLUNTEER FIREFIGHTER PLAN

WHEREAS, The City's fire department has stopped operations and has ceased using the services of all volunteer firefighters; and,

WHEREAS, The City's account has assets sufficient to cover all liabilities, after taking into account the requirement to fully vest and to determine the present value of all departing firefighters' benefits and pay administrative expenses; and therefore

WHEREAS, The City is eligible to terminate its participation in the Statewide Volunteer Firefighter Plan administered by the Public Employees Retirement Association (PERA); and,

WHEREAS, the benefit level for the City's account will be $5,700.00 per year of service effective on the date this resolution is passed and adopted by the City council.

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

1) The City hereby approves to terminate participation in the Statewide Volunteer Firefighter Plan and cease the coverage by the Plan of its former firefighters; and

2) The City proposed termination date is July 18th, 2026

The motion for the adoption of the foregoing resolution was proposed by Councilmember ________________________ and was duly seconded by Councilmember ________________________ and upon vote being taken thereon, the following voted in favor:

And the following voted against the same:

PASSED and adopted by the Lexington City Council this 16th day of July, 2026.

Mike Murphy, Mayor

ATTEST:

Bill Petracek, City Administrator

CITY OF LEXINGTON
COUNTY OF ANOKA
STATE OF MINNESOTA

RESOLUTION NO. 26-07

A RESOLUTION AUTHORIZING BUDGET AMENDMENTS AND PERMANENT FUND TRANSFER

WHEREAS, the City of Lexington is organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance/net assets, revenues and expenditures, or expenses, as appropriate; and,

WHEREAS, unexpected expenditures may require additional funds to be budgeted; and

WHEREAS, the needs of the City are such that unbudgeted expenses may require transfers between various funds of the City and due to these conditions, there are times when one fund will transfer funds to another fund; and,

WHEREAS, the City has entered into a Joint Powers Agreement with the City of Blaine to purchase filtered water; and said Agreement requires a payment for prior year water usage in the amount of $62,964.14 ; and

WHEREAS, the City has also entered into a Fire Services Protection Agreement with DBA Spring Lake Park - Blaine - Mounds View Fire Department (SBM), to ensure uninterrupted fire services; and said Agreement requires a capital contribution toward the acquisition of capital equipment, personal property, real property, and other related equipment in the amount of $700,000.00; and

WHEREAS, sufficient Lovell Fund monies are available to make a fund transfer to 730 – Water Fund to avoid a future deficit of said Fund, and

WHEREAS, sufficient Capital Fund monies are available to budget for the required Capital Contribution in Fund 310.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEXINGTON, ANOKA COUNTY, STATE OF MINNESOTA, that the City Council authorizes the Finance Director to make a one-time permanent fund transfer of $62,964.14 from Fund 220 - Lovell Fund to Fund 730 – Water Fund to prevent a future deficit.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEXINGTON, ANOKA COUNTY, STATE OF MINNESOTA to approve the following budget adjustments and transfers:

Revenue Category	Amount
Transfer from Lovell Fund 730-39214	$62,964.14
Use of fund reserves - Lovell Fund 730-39900	$62,964.14
Use of fund reserves - Capital Fund 310-39900	$170,000.00

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEXINGTON, ANOKA COUNTY, STATE OF MINNESOTA to approve the following expense increases and decreases:

Expenditure Category	Amount
Transfer to other funds - increase 220-49000-700	$62,964.14
Due to other governments - increase 730-21000	$62,964.14
Capital Expenditures – Fire - increase 310-42260-500	$700,000.00
Capital Expenditures – Motor vehicles - decrease 310-42260-550	$(530,000.00)

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEXINGTON, ANOKA COUNTY, STATE OF MINNESOTA, that the City authorizes the Finance Director to make the necessary entries to record the above transactions and make the necessary payments to the City of Blaine and SBM Fire Department to satisfy both contracts.

PASSED and adopted by the Lexington City Council this 16th day of July, 2026.

____
Mike Murphy, Mayor

ATTEST:

____
Bill Petracek, City Administrator

CITY OF LEXINGTON
COUNTY OF ANOKA
STATE OF MINNESOTA

RESOLUTION #26-08

RESOLUTION APPOINTING ELECTION JUDGES FOR THE PRIMARY ELECTION TO BE HELD AUGUST 11, 2026 AND FOR THE GENERAL ELECTION TO BE HELD NOVEMBER 3, 2026

WHEREAS, the City of LEXINGTON will be conducting Primary and General Elections on Tuesday, August 11, 2026 and on Tuesday November 3, 2026; and

WHEREAS, pursuant to Minnesota Statutes Section 204B.21, election judges must be appointed by the city council; and

WHEREAS, the persons selected to serve meet all requirements of MN statute and city administrative policy, and have been trained and certified pursuant to law.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY LEXINGTON, that:

1) The individuals listed are appointed to serve as election judges for the Primary and General Elections to be held on August 11, 2026 and on November 3, 2026.

2) In the event circumstances require judges to be appointed in addition to the persons named in this resolution, the Deputy City Clerk/Election Manager is authorized to appoint as necessary, provided the persons appointed meet all requirements of MN statute administrative policy.

Kate Vinzant   Julie Ackerman   Stella Galiov   Robert Gau

Daniel Killbury   Kellie Pote   Marlene Rose

PASSED and adopted by Lexington City Council this the 16th day of July, 2026.

Mike Murphy, Mayor

ATTEST:

City Administrator

CITY OF LEXINGTON
COUNTY OF ANOKA
STATE OF MINNESOTA

RESOLUTION NO. 26-09

A RESOLUTION APPROVING THE SALE OF SURPLUS EQUIPMENT

WHEREAS, Following the recent approval of the Fire Services Protection Agreement with DBA Spring Lake Park - Blaine - Mounds View Fire Department (SBM) at the June 4, 2026 City Council meeting, the City of Lexington will no longer need to use or maintain the equipment utilized by the former Lexington Fire Department; and,

WHEREAS, The City of Lexington will sell this equipment on Govdeals.com online auction site to allow the general public and other fire departments the opportunity to bid on these items for purchase; and,

WHEREAS, SBM Fire Department is recommending a minimum reserve on the larger fire apparatus to ensure the City of Lexington receives the greatest sale value from the online auction; and,

WHEREAS, the equipment listed on the attached Exhibit A and Exhibit B shall be declared surplus equipment and authorized to be sold on Govdeals.com; and,

WHEREAS, the following items shall be sold with the minimum auction reserves listed below:

Description	Make	Model	Year
Engine 1 **(Reserve $150,000)**	Pierce	Saber	2011
Engine 2 **(Reserve $15,000)**	Pierce	Kenworth T300	2002
Rescue 1 **(Reserve $150,000)**	Ford Fire Pumper	F-550	2016
Chief 1 **(Reserve $8,500)**	Chevy	Tahoe	2017
Chief 2 **(Reserve $8,500)**	Ford	F-250	2003

WHEREAS, The City Council also authorizes city staff to sell or donate any and all Lexington Fire equipment from the inventory list or equipment that has no useful or monetary value and/or the equipment use has expired; and,

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

PASSED and adopted by the Lexington City Council this 16th day of July, 2026.

____
Mike Murphy, Mayor

ATTEST:

____
Bill Petracek, City Administrator

Exhibit A

City of Lexington Fire Department
Apparatus Equipment Inventory and Fire Station Furniture

Prepared to assist the City of Lexington with the disposition and sale of fire department equipment.

Engine 1

Cab: Mobile Radio, Handheld Radios (4), Seek Thermal Cameras (4), Safety Vests (5), Traffic Batons (2), Misc. Batteries, Hearing Protection (2), Fire Line Tape (2), Bottled Water, 4-Gas Monitor, Thermometer, RAD-57, FireCraft Tracer, SCBA (5), Knox Box Key Holder

L1: Battery Charger, Batteries (3), Short Section LDH, LDH Wye, Garden Hose, Hydrant Bag

L2: SCBA Bottles (9)

L3: 3 ft Pike Pole, Axes (2), Hydrant Wrench, Bolt Cutters, Adapters, Nozzles (3), Spanner Wrench, Gas Can, Extension Cords (2), Tarps, Tool Box

B1: Apartment Packs (1), Fan, Batteries (2), Extension Cords

R1: Rope Bag, Ropes (3), Water Can, Fire Extinguishers (2), Neck Brace, Hydraulic Jack, Tarps, RIT Bag

R2: Stop/Slow Signs (2), Chimney Fire Extinguisher, Standing Road Flares, Bio Bucket, Plug N Dike, Fire Line Tape (3), Cones, Tool Box

R3: Tri Fuel (2), Tool Set, Generator/Scene Light, Chain Saw, K12 Saw, Duct Tape, Sawzall

Ladder Compartment: Attic Ladder, Pike Poles (2), 24' Two-Fly Ladder, 14' Roof Ladder, Pike Pole Holders (2)

Engine 2

Cab: Mobile Radio, Handheld Radios (4), Medical Bags (2), Neck Brace, Fire Extinguisher, Seek Thermal Cameras (4), Medical Gloves, 4-Gas Monitor, SCBA (4)

L1: Plug N Dike, Bottled Water, 1½" Nozzle, 2½" Nozzle, Stop/Slow Sign, Short Section LDH, Hydrant Bags, SCBA, Trauma Bag

Exhibit A – continued

L2: Stop/Slow Sign, Extrication Set, Bolt Cutters (2), Windshield Saw, Axes (2)

R1: Wheel Chocks (2), Sawzall, Cribbing, Ropes (2), Hydraulic Jack, Ratchet/Tow Straps, Ram

R2: SCBA Bottles (4), Smooth Bore Nozzle, Generator

B1: New York Hooks (1), 2-Fly Ladder, Attic Ladder, Backboard

Rescue 1

Cab: Mobile Radio, Safety Vest, Handheld Radios (2), Knox Box Key Holder

L1: 4-Gas Monitor, Trauma Bag, Windshield Saw, Face Mask, Cribbing, Traffic Baton, Stop/Slow Paddle, Stuffed Animals, Suction Cups, Sheet, Drill, Medical Bags (2), Sawzall, Neck Brace, Flashlight

L2: Battery Charger, Cones, Tarps, Road Flares, Traffic Batons (3), Tool Set, Duct Tape, Fire Line Tape, Scene Lights (2), Wheel Chocks

L3: Air Bags, Tri Fuel, Bolt Cutters (2), Standing Road Flares, Extension Cords (2), Fan

B1: Spanner Wrenches (4), Hydrant Wrench, Misc. Tool, 2.5" to 1.75" Wye, Short Section LDH, Couplings

R1: Pet Snares (2), Water, Axe, Halligan, Handheld Flashlights (2), 4 ft Pike Pole, SCBA (3), Pry Bars (4), Medical Bag

R2: Fire Extinguisher, Struts, Scene Lights (2)

R3: Pump Panel, Brooms (2), 1½" Nozzles (3)

Turnout Gear

1. twenty-three (23) sets of turnout gear and turnout gear lockers

Office and Training Room Equipment, Furniture and Miscellaneous items

1. Training Room tables
2. Training Room chairs
3. Fire Chief Desks
4. Computers and other electronic equipment
5. Copy machine

EXHIBIT B

City of Lexington Fire Department

Apparatus Asset Summary

This document accompanies the apparatus inventory and summarizes the primary apparatus available for sale.

Engine 1 – 2011 Pierce Saber $150,000 Reserve

Item	Description
VIN	4P1CC01A6BA011925
Pump	Waterous CS 1250 GPM
Water Tank	1,000 Gallons
Foam Tank	20 Gallons
Mileage	14,450 Miles
Engine Hours	1,020
Generator	PTO Generator

Known Condition Items

- Small coolant leak observed.

Engine 2 – 2002 Pierce / Kenworth T300 $15,000 Reserve

Item	Description
VIN	2NKMHZ8X02M891122
Pump	Darley LSU 1000 GPM
Water Tank	600 Gallons
Mileage	14,420 Miles
Engine Hours	1,785
Generator	Compartment-mounted portable generator

Known Condition Items

- Small engine oil leak.
- Small coolant leak.

Rescue 1 – 2016 Ford F-550 / Custom Fire Mini Pumper $150,000 Reserve

Item	Description
VIN	1FD0W5HT0GEC73958
Pump	Waterous CPK-2 300 GPM
Water Tank	300 Gallons
Foam Tank	15 Gallons
Mileage	3,220 Miles

Known Condition Items

Exhibit B - continued

- Check engine light illuminated (unknown diagnostic code).

Chief 1 – 2017 Chevrolet Tahoe **$8,500 Reserve**

Item	Description
VIN	1GNSKFKC6HR302095
Mileage	73,718 Miles
Engine Hours	4,163
Equipment	Gear locker / Command Center

Chief 2 – 2003 Ford F-250 **$8,500 Reserve**

Item	Description
VIN	1FTNW21L84EA68032
Mileage	38,110 Miles

NMTC
NORTH METRO TELECOMMUNICATIONS COMMISSION

June 23, 2026

TO: NMTC OPERATIONS COMMITTEE

RE: APPROVAL OF 2027 NORTH METRO TELECOMMUNICATIONS COMMISSION BUDGET

Enclosed, please find for the council's review and approval the 2027 North Metro Telecommunications Commission Budget and support materials.

The Commission's operating budget for 2027 is proposed at $1,187,182. This number represents a $250,415 decrease over expected expenditures for 2026. The increase includes a 3% COLA increase for staff, step increases, benefits increase, building maintenance costs, an accounting service, and insurance costs.

Budgeted capital costs for 2027 are $317,500. This number represents a $92,750 increase from the 2026 budget. Capital expenditure includes video equipment for North Metro TV, office equipment, an upgrade to the master control system, and $100,000 to be returned to cities for capital expenditures.

In total, the 2027 budget is $157,665 lower than the 2026 budget.

Recommendation: That the Member Cities approve the 2027 Commission Budget as recommended by the Telecommunications Commission and the Operations Committee.

The Joint Powers Agreement states, "submitted budgets shall be deemed approved by a Member City unless, prior to October 15 preceding the effective date of the proposed budget, the Member City gives notice in writing to the Commission that it is withdrawing from the Commission."

I want to thank the Commission directors, staff, and the Operations Committee for their efforts in preparing these budgets. If you have any questions about either budget, please consult with your Commission director or City Administrator.

I look forward to working with all parties, throughout the remainder of 2026, as we work to streamline and optimize North Metro TV's community programming and services in 2027.

Sincerely,

Barbara Mahr
Chair, North Metro Telecommunications Commission

Enc.

2027 North Metro Telecommunications Commission Budget
Talking Points

Overall Organizational Goals

- Support legislation that will update the community television funding model to better reflect current entertainment delivery trends.
- Develop educational services for internet service/devices/software usage.
- Apply for grants to fund broadband educational services.
- Continue live and on-demand closed captioning.
- Comply with WCAG AA web standards.
- Continue to be responsive to cities communications needs.
- Maintain accessibility of all channels through live streaming, OTT channels, and video on demand services, 24-hours-a-day, on any device.
- Provide program playback, video transport, channel management services, video equipment maintenance and consulting services, internet streaming services for city channels, VOD libraries for meetings, meeting management software licenses and bookmarking services, program production and event coverage services, home-media transfer services, and public access to television production for our cities, schools and general public.

Estimated Fund Balance/Revenues/Expenses

- The beginning fund balances for 2027 are estimates based on previous allocations, planned spending for 2026, and estimated income.
- Estimated revenues include: Franchise fees, including the actual first quarter franchise fee payment, with anticipated reductions across quarters two through four. PEG fees based on estimated number of subscribers, throughout 2025, multiplied by the PEG fee.
- Other income includes dub fees, home movie transfers, drone, streaming and production services. Interest income is estimated conservatively based on the current market.
- Estimated expenditures include the operating expenses and capital expenses, production and office equipment, and the fee payment to the cities.
- The year end fund balances include:
    - The **Operating reserve** which is set at a minimum of 25% of the operating budget.
    - **Accrued vacation, sick and comp** time. The total value of owed vacation, sick, and comp time to employees.
    - The **capital equipment fund** is intended for emergency replacement of unplanned equipment failures.
    - The **vehicle replacement fund** is to cover the cost of a new fleet vehicle.

- The **building repair fund** is to cover major costs related to the building such as windows, roof, furnace, parking lot, AC replacement and painting, carpet replacement etc.
- The **franchise renewal fund** is a reserve fund for the NMTC's franchise renewal process. Franchise renewal can be very expensive, with the informal negotiation process historically costing around $200,000 across the renewal period. With the 5-year franchise extension, these funds won't be needed in the near future.

Budget

- The recommended operating budget for the organization totals $1,187,182. This number is a $$250,415 decrease compared to last year's operating budget. Per the strategic plan, this budget reflects a net reduction of 3 FTEs.
- Budgeted capital purchases for 2027 are set at $317,500. Budgeted capital items include a new router in Master Control, a new video player for the control room, equipment contracts, closed captioning contracts, and closed captioning charges. The capital budget also includes routine computer/software upgrades, and software licenses, and $100,000 in capital equipment support for cities.
- The overall 2027 capital budget is $$92,750 more than the 2026 capital budget.
- The overall 2027 budget is $157,665 lower than the 2026 budget.

Closing Points

- North Metro TV provides a variety of valuable services to our member cities in a very cost effective manner. These services include:
  - Program playback and channel management.
  - Closed captioning.
  - Internet streaming of city meetings.
  - Bookmarking city meetings.
  - Podcasting city meetings.
  - Live streaming of city channels and community channels.
  - Provide city channels on Roku and AppleTV via NMTV app.
  - Video equipment repair, maintenance and consulting.
  - Drone services.
  - Video production services.
  - Meeting coverage and troubleshooting.
- The general public also benefits from the services of North Metro TV. These services include:
  - Educational opportunities.
  - Access to professional video production tools.
  - Home Movie transfer services.
  - Varied and informative programming about their community, local news, election coverage, and city meetings.
- Future state and federal legislation could have an impact on future income sources.

North Metro Telecommunications Commission
2027 Budget Line-Item Supporting Information

Personnel

- The recommended 2027 budget follows the recommendation of The Waldron Group and the new strategic plan.
- A net reduction in 3 FTEs results in a salary savings of $222,611. Additionally the sports part time budget has been reduced by $59,976.
- The personnel line-item reflects a 3% COLA.
- Part-time staff includes sports and meeting coverage personnel. Employees in the part-time group are used when needed for a sports shoot or to cover a city meeting. The majority of the part-time staff qualify for PERA. They are not eligible for health benefits. Payroll taxes apply.

Benefits

- The NMTC employee benefits package has been budgeted at $1,503.00 per FT staff per month for 2027, plus the expected PT payroll taxes and PERA costs This is $103 more, per person/per month than was budgeted for 2026. The Member City benefits package average for 2026 was $1,503.
- All indications are that the NMTC's contribution to PERA will remain at 7.5% in 2027.

Administrative Expenses

- Budgeted administrative expenses are $107,175 higher than 2026. The increase includes up to $75,000 in unemployment benefits..

Production Expenses

- Budgeted production expenses are $2,000 less than 2026. The need for DVDs, Blu-rays, and disc cases continues to decrease, partially as a result of electronic file transfers.
- The intern budget has been eliminated.
- A new-line item for ADA compliance reflects the anticipated cost of Audio Description for 2027. This cost will go up in 2028 when the WCAG standards apply to cities of all size.

Office Expenses

- Office expenses are budgeted at $8,490 less than the 2026 level.

- Building maintenance includes the furnace/AC maintenance contract, lawn care, snow removal, carpet and window cleaning, fire inspection, and landscaping and building mechanical services.
- Building utilities include sewer, water, gas, and electric.
- Insurance includes all property, liability, crime, volunteer, vehicle, drone, and monument sign coverage.
- Office supply line-item includes all office supplies, and maintenance contracts on printers and copiers.
- The Telephone/Internet/Web Hosting line-item covers bandwidth which is required to transport signals from city hall. NMTV continues to pay a fee to house video-on-demand and streaming content on a remote server. This allows for unlimited simultaneous viewing, without a reduction in speed. The line-item also covers the wireless live transmission of sporting events and other field productions. The website maintenance contract, web hosting, telephone costs, license fees for our Roku and AppleTV apps, and the annual phone software upgrade are also included.
- Postage covers the cost of mailing dubs and equipment for contract maintenance, and other postage for the NMTC.
- Property tax is for the recycling assessment.
- Building cleaning, trash, recycling, and hazardous material disposal/recycling increased $1,510 to better reflect recent cost increases.

Capital Expenditures

- The 2027 capital budget currently includes $200,000 for production equipment (including the first half of the master control upgrade), $7,500 for office systems and software fees, $10,000 for HVAC improvements, and $100,000 for city capital expenses.
- The production equipment budget includes annual system contracts, including closed captioning, and a new video player for the studio.
- Fees back to Cities are included as a capital cost.

Summary

- The recommended 2027 Operating budget is $250,415 lower than the 2026 budget.
- Capital equipment expenditures are budgeted at $317,500, which is $92,750 more than the 2026 budget. This number includes the first half of the Master Control upgrade, at $101,100
- It is recommended that fees returned to cities be included in capital expenditures in order to maximize fee payments in the future. This budget includes $100,000 in fees for city capital expenditures and capital reserves.
- The overall 2027 budget is $157,665 lower than the 2026 budget.

North Metro Telecommunications Commission
2027 FINANCIAL SUMMARY
Estimated Fund Balances/Revenues/Expenditures.

BEGINNING FUND BALANCES			
Operating Reserve		$608,709	
Accrued Vac, Sick, Comp		$120,000	
Capital Equip. Fund		$504,155	
Vehicle Replacement Fund		$49,763	
Bldg Repair Reserve		$153,364	
Franchise Renewal Fund		$200,000	
Bond Reserve		$0	
	TOTAL:	**$1,635,991**	

ESTIMATED REVENUES			
Franchise Fees		$874,800	
PEG Fees		$414,882	
Other Income		$45,000	
Interest Income		$85,000	
Income From Reserve Funds		$85,000	$75,000 from Operating $10,000 from Vacation
	TOTAL:	**$1,504,682**	

ESTIMATED EXPENDITURES		
Operating Expenses		$1,187,182
Capital Expenses: Equipment/Bldg		$217,500
Capital Expenses: Bond Payment		$0
Capital Expenses: PEG Fees to Cities		$100,000
	TOTAL:	**$1,504,682**

YEAR END FUND BALANCES			**Increase(Decrease)**
Operating Reserve		$533,709	-$75,000
Accrued Vac, Sick, Comp		$90,000	-$10,000
Capital Equip. Fund		$504,155	$0
Vehicle Replacement Fund		$49,763	$0
Bldg Repair Reserve		$153,364	$0
Franchise Renewal Fund		$200,000	$0
Bond Reserve		$0	$0
	TOTAL:	**$1,530,991**	**-$85,000**

2027
North Metro Telecommunications Commission Budget

	2025 ACTUAL	2026 BUDGET Budget	2026 BUDGET April Act.	2027 BUDGET	NOTES
PERSONNEL					
Video Engineer (1) FT	84,982	87,200	30,853	89,816	Matt Waldron
Sports Director (1) FT	81,846	87,434	29,304		Kenton Kipp
ED/News Director (1) FT	99,338	108,850	37,507	117,575	Danika Peterson
Programming Coord. (1) FT	68,340	70,128	24,811	72,232	Michele Silvester
Special Projects Coor. (1) FT	73,810	70,128	29,304		T.J. Tronson
City Meetings Manager (1) FT				77,764	T.J. Tronson
Municipal Producer (1) FT	61,909	63,518	22,470		Trevor Scholl
Sports Producer (1) FT	59,406	63,518	22,470		Ted Leroux
News Producer (1) FT	52,639	56,483	19,776		Eric Nelson
Production Manager (1) FT				77,764	TBD
ED/Studio Manager (1) FT	95,966	108,850	37,507	117,575	Eric Houston
Freelancers/Sports	71,466	71,976	23,944	12,000	PT Sports
Freelancers/Meetings	14,963	25,002	7,108	25,750	Freelancers/City Meetings
Contingency	0	0		0	
PERSONNEL TOTAL:	**764,665**	**813,087**	**285,054**	**590,476**	**3% COLA increase**
					2 staff w/ step increase
BENEFITS					
FICA	46,601	50,411	17,673	36,610	6.2% of gross wages
Medicare	11,088	11,790	4,133	8,562	1.45% of gross wages
PERA	57,689	60,982	20,931	44,286	7.50% of gross wages
Paid Leave		3,578		2,598	.44% of gross wages
Benefits Package	156,562	168,000	86,841	108,216	Health/Dental/STD, LTD, ADD
Workers Compensation	3,015	4,000	2,166	4,000	
Electronic Filing Charges	100	2,000	0	2,000	
BENEFITS TOTAL:	**275,055**	**300,760**	**131,745**	**206,271**	

Benefits package
$1,503 per FT employee/per month
plus PT benefits cost

$1,503 = 2026 City average

2027
North Metro Telecommunications Commission Budget

	2025 ACTUAL	2026 BUDGET		2027 BUDGET	NOTES
		Budget	April Act.		
ADMINISTRATIVE EXPENSES					
Commission Audit & Accountant	38,361	42,000	27,133	42,000	Annual audit of Commission finances
Audit: Company		0		-	
Consultants and Professional Fees	4,130	3,000	1,639	2,000	evaluating co-exec model
Conferences	440	5,000	0	5,000	NATOA & MACTA Conf. , Webinars
General/Special Meeting Expenses	2,148	3,000	914	3,000	
Government/Legislative Affairs	0	0		-	
Legal Fees	45,757	50,000	12,797	50,000	Franchise renewal/State and Fed Issues
Membership Dues	5,467	5,500	2,146	5,500	NATOA, MACTA, ,Chamber of C
Mileage Reimbursement	1,251	1,500	359	1,675	
Personnel Recruitment	0	0	0	-	
Tuition and Training	0	3,000	0	3,000	Executive Director Education
Unemployment		0	0	75,000	
Contingency Expenses	3,930	0	0	3,000	
ADMINISTRATIVE EX. TOTAL:	**101,484**	**113,000**	**44,988**	**190,175**	
PRODUCTION EXPENSES					
Advertising/Marketing/Entry Fees	69	500	0	500	Printed materials, entry fees
Awards Ceremony/ Entry Fees		500	0	500	NATOA and MACTA awards
Bulbs/Batteries/Other Prod. Costs	557	1,000	234	1,000	Bulbs, Camera Batt. Duct tape
Interns	2,495	2,500	1,331	-	Stipends for internships
Truck/Fleet Vehicle Gas/Oil	7,238	3,500	250	1,000	Prod. Van & fleet vehicles
Truck/Fleet Vehicle Maint/Lic.	175	4,000	1,411	2,000	Prod. Van & fleet vehicles
Video Equipment/Parts/Maint.	35	1,000	0	1,000	Parts and Maintenance for video equip.
DVDs/Flash Drives/Cases	486	1,000	234	1,000	Blank media for masters/copies
ADA Compliance				5,000	Audio Description
PRODUCTION EX. TOTAL:	**11,055**	**14,000**	**3,460**	**12,000**	
OFFICE EXPENSES					
Building Maintenance	34,619	35,000	15,106	40,000	Bldg & Prop./Fire Insp./Furn. Contract
Building Security	800	1,000	0	1,000	
Building Utilities	21,446	30,000	12,044	30,000	Sewer, Water, Gas & Electric
Insurance	14,393	20,000	13,475	20,000	Liability/property/vehicle/volunteeer
Office Supp./Office Equip. Maint.	6,121	10,000	1,290	8,000	Copier & Fax maint. contracts, Supplies
Computer Apps/Subscriptions	30,093	18,000	8,644	25,000	Software subscriptions
Phone/Internt Service/Web Hosting	38,662	55,000	12,927	45,000	VOD, Live Streaming, web maint.,bandwidth
Website Update		10,000	8,000	-	WCAG AA updates
Postage/Shipping	267	250	0	250	equipment/dub/packet postage
Property Tax	1,363	1,500	1,363	1,500	Recycling and street assessments
Trash/Recycling/Janitorial	14,393	16,000	6,067	17,510	
OFFICE EXPENSES TOTAL:	**162,157**	**196,750**	**78,916**	**188,260**	
OPERATIONS TOTAL:	**1,152,259**	**1,437,597**	**544,163**	**1,187,182**	

2027
North Metro Telecommunications Commission Budget

	2025 ACTUAL	2026 BUDGET		2027 BUDGET	NOTES
		Budget	April Act.		
CAPITAL EXPENDITURES					
Video Equipment	101,559	108,250	22,015	200,000	Master Control equipment, live streaming hardware
Computer/Office Equipment/Sftwre	11,922	8,500	4,964	7,500	office systems, software
To equipment reserve fund	200,000	0	0	-	
Vehicles	0	0	0	-	
Building Expenditures	113,705	8,000	18,101	10,000	HVAC improvements, dry sytem
Bond Payment	0	0	0	-	HD Bond Payment
City Capital Expenditures	100,000	100,000	100,000	100,000	Equipment/Equipment Reserves
CAPITAL EXP. TOTAL:	**527,186**	**224,750**	**145,080**	**317,500**	
GRAND TOTAL:	**1,679,445**	**1,662,347**	**689,243**	**1,504,682**	

COMMERCIAL LEASE AGREEMENT

City of Lexington, Minnesota

This Commercial Lease Agreement ("Lease") is entered into by and between the City of Lexington, Minnesota, a Minnesota municipal corporation, with offices at 9180 Lexington Avenue NE, Lexington, Minnesota 55014 ("Landlord" or "City"), and Minnesota's Sixth Congressional District Republicans (a.k.a. "CD6"), a non-profit organization, with its principal address at 14797 Olivine Street, N.W., Ramsey, Minnesota 55303 ("Tenant").

Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

1. Premises

Landlord leases to Tenant, and Tenant leases from Landlord, the former Lexington fire station and surrounding lands located on Lake Drive in Lexington, Minnesota, commonly known as 9055 South Highway Drive, Lexington, MN 55014, Anoka County Property Identification Number 35-31-23-12-0048 ("Premises").

The Premises include the building, associated parking areas, access areas, and appurtenant improvements, except for any areas expressly reserved by the City in writing, which include a storage closet reserved for the Circle Pines Lexington Lion's Club – and a means by which their authorized members may access that closet.

Tenant acknowledges that it has inspected the Premises, accepts the Premises in its present "AS IS" condition, and is not relying on any representation by Landlord regarding the suitability of the Premises for Tenant's intended use.

2. Term

The initial term of this Lease shall begin on July 1, 2026, and shall end on November 30, 2026, unless earlier terminated as provided in this Lease ("Initial Term").

Any renewal shall be on the same terms and conditions stated in this Lease, except for rent or other terms specifically modified in writing by the Parties.

3. City Approval

This Lease has been approved by the Lexington City Council. The City Administrator has the authority to bind the City.

4. Rent

Tenant shall pay Landlord rent in the amount of $4,700.00.

Monthly rent shall be due in advance on or before the first day of each month during the Term. If the Lease begins or ends on a day other than the first or last day of a calendar month, rent shall be prorated.

Tenant shall pay rent to:

City of Lexington
Attn: City Finance Director
9180 Lexington Avenue NE
Lexington, MN 55014

or to such other address as Landlord may designate in writing.

5. Late Payment

If any rent or other amount due under this Lease is not paid within five (5) days after its due date, Tenant shall pay a late charge of $100.00, plus interest on the unpaid amount at the lesser of eighteen percent (18%) per year or the maximum rate allowed by law.

6. Security Deposit

No security deposit shall be required.

7. Use of Premises

Tenant may use the Premises only for meeting space, business and administrative use, storage of materials collateral to the use, and the consumption of food and beverage brought into the site, and for no other purpose without Landlord's prior written consent.

Tenant is solely responsible for obtaining and maintaining all licenses, permits, approvals, zoning approvals, building permits, health permits, liquor licenses, fire code approvals, and other governmental approvals necessary for Tenant's use of its portion of the Premises.

Landlord makes no warranty that the Premises are suitable for Tenant's intended use.

8. Compliance With Laws

Tenant shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, orders, licenses, permits, and approvals relating to the Premises or Tenant's use of the Premises.

This obligation includes, without limitation, compliance with all building, fire, health, safety, accessibility, environmental, zoning, food-service, liquor, employment, and public nuisance laws and regulations.

Tenant shall not commit or permit any nuisance, waste, unlawful activity, or hazardous condition on or about the Premises.

9. Utilities and Operating Costs

Tenant shall be responsible for utilities and services serving the Premises, including telephone, internet, cable, security systems, ice and snow removal, and any other service used by Tenant except those provided by the Landlord.

Landlord shall be responsible for utilities and services for gas, electric, water, sewer, trash removal and recycling.

Tenant-provided utilities shall be placed in Tenant's name where possible and shall pay those charges directly to the utility provider.

10. Condition of Premises; No Landlord Improvements

Tenant accepts the Premises "AS IS," "WHERE IS," and "WITH ALL FAULTS."

Landlord is not obligated to make any structural or nonstructural alterations, repairs, decorations, additions, or improvements unless expressly stated in this Lease or later agreed in writing.

Tenant acknowledges that any improvements needed for Tenant's intended use are Tenant's responsibility and must be approved in advance by Landlord.

11. Tenant Improvements and Alterations

Tenant shall not make or begin any alteration, addition, improvement, renovation, construction, demolition, signage installation, utility modification, plumbing modification, electrical modification, HVAC modification, or other physical change to the Premises without Landlord's prior written approval.

Tenant shall submit plans, specifications, contractor information, permit information, insurance information, and any other information reasonably requested by Landlord before beginning work.

All work shall be performed:

a. in a good and workmanlike manner;
b. by properly licensed contractors;
c. in compliance with all laws and permits;
d. without liens against the Premises;
e. at Tenant's sole cost; and
f. in a manner that does not impair the structure, systems, safety, or value of the Premises.

Landlord may condition approval on Tenant's agreement to remove the improvement and restore the Premises at the end of the Lease.

If Tenant makes an unauthorized improvement and Landlord does not later approve it, Tenant shall restore the affected portion of the Premises to its prior condition at Tenant's expense upon written notice from Landlord.

12. Maintenance and Repair

Tenant shall maintain the Premises in a clean, safe, sanitary, and orderly condition and shall keep the Premises in good condition and repair, ordinary wear and tear excepted.

Tenant's maintenance obligations include, without limitation:

a. trash areas and exterior areas used by Tenant; and
b. damage caused by Tenant, Tenant's employees, agents, contractors, invitees, customers, licensees, or guests.

Landlord shall maintain the foundation, walls, and roof of the Premises in good repair, ordinary wear and tear excepted, unless the need for repair is caused by Tenant's use, operations, negligence, alterations, or failure to maintain.

Tenant shall promptly notify Landlord of any condition requiring Landlord repair.

If Tenant fails to maintain or repair the Premises as required, Landlord may provide written notice. If Tenant fails to begin and diligently complete the required work within ten (10) days, or immediately in an emergency, Landlord may perform the work and charge Tenant the cost as additional rent.

13. Hazardous Materials

Tenant shall not bring, store, use, release, discharge, or dispose of hazardous substances, hazardous waste, pollutants, contaminants, petroleum products, toxic substances, or regulated materials on or about the Premises except for ordinary cleaning and business supplies used in compliance with law.

Tenant shall immediately notify Landlord of any spill, release, contamination, environmental complaint, or regulatory notice involving the Premises.

Tenant shall indemnify and hold Landlord harmless from all claims, damages, fines, cleanup costs, response costs, attorney fees, and liabilities arising from Tenant's use, storage, release, or disposal of hazardous materials.

14. Fire Station Equipment and City Property

Unless expressly transferred in writing, all City-owned fixtures, equipment, records, signs, apparatus, emergency-service equipment, radios, technology, keys, access devices, furniture, and other personal property located in or about the Premises remain the property of the City.

Tenant shall not use, remove, alter, damage, or dispose of City property without written authorization from Landlord.

During the period of this Lease, Tenant is authorized to use any personal property belonging to the City which has been left onsite, including but not limited to furniture, office equipment, refrigerator, etc.

15. Signage

Tenant may install, modify, or display exterior signage, window signage, graphics, banners, lighting, or displays visible from outside the Premises without Landlord's prior written approval.

All signage must comply with City ordinances, zoning requirements, building codes, and any applicable permit requirements.

16. Access by Landlord

Landlord and its officers, employees, agents, contractors, and representatives may enter the Premises at reasonable times to inspect, maintain, repair, improve, protect, or show the Premises.

Landlord may enter immediately in an emergency or when necessary to protect public safety, property, utilities, or municipal interests.

Landlord's right of access includes the right to install, maintain, repair, replace, or relocate utility lines, conduits, municipal systems, or other infrastructure serving the Premises or adjacent public property.

17. Assignment and Subletting

Tenant shall not assign this Lease, sublease all or any portion of the Premises, license use of the Premises to another, transfer control of the Premises, mortgage or encumber Tenant's leasehold interest, or permit occupancy by any third party without Landlord's prior written consent.

Landlord's consent to one assignment, sublease, license, or transfer shall not constitute consent to any future assignment, sublease, license, or transfer.

No assignment or sublease shall release Tenant from liability under this Lease unless Landlord expressly agrees in writing.

18. Insurance

Tenant shall maintain, at its sole cost, the following insurance throughout the Term:

a. Commercial general liability insurance on an occurrence basis, including bodily injury, property damage, personal injury, contractual liability, and independent contractor coverage, with limits of not less than **$1,000,000 per occurrence** and **$2,000,000 aggregate**, or such higher limits as Landlord may reasonably require.

b. Property insurance covering Tenant's personal property, trade fixtures, equipment, inventory, improvements, and betterments for full replacement value.

c. Workers' compensation insurance as required by Minnesota law.

d. Automobile liability insurance if Tenant's operations involve vehicles serving the Premises.

e. Liquor liability insurance, if Tenant sells, serves, distributes, or allows alcoholic beverages on the Premises.

f. Any additional insurance reasonably required by Landlord based on Tenant's use of the Premises.

The City of Lexington, its officials, employees, agents, and representatives shall be named as additional insureds on Tenant's liability policies. Tenant's insurance shall be primary and noncontributory.

Tenant shall provide certificates of insurance before taking possession and at least twenty (20) days before expiration of any policy.

Tenant's policies shall provide that coverage may not be canceled or materially changed without prior written notice to Landlord, to the extent available from the insurer.

19. Indemnification

Tenant shall defend, indemnify, and hold harmless the City of Lexington, its elected officials, officers, employees, agents, contractors, and representatives from and against all claims, demands, actions, damages, losses, liabilities, fines, penalties, costs, and expenses, including reasonable attorney fees, arising out of or related to:

a. Tenant's use or occupancy of the Premises;
b. Tenant's business or operations;

c. any act or omission of Tenant or Tenant's employees, agents, contractors, invitees, customers, licensees, or guests;
d. any breach of this Lease by Tenant;
e. any injury, death, or property damage occurring in or about the Premises, except to the extent caused by Landlord's negligence;
f. Tenant's violation of law; or
g. Tenant's alterations, improvements, or construction work.

This section survives expiration or termination of the Lease.

20. Waiver of Subrogation

To the extent covered by property insurance or insurance that should have been maintained under this Lease, Landlord and Tenant waive claims against one another for property loss or damage, including claims by way of subrogation, even if caused by negligence, except to the extent the waiver would invalidate insurance coverage.

21. Mechanic's Liens

Tenant shall pay all contractors, subcontractors, suppliers, laborers, and material providers for work performed at the Premises.

Tenant shall not permit any mechanic's lien, material supplier's lien, or similar lien to be filed against the Premises or Landlord's interest.

If a lien is filed, Tenant shall discharge it by payment, bond, court order, or other lawful means within thirty (30) days after notice. If Tenant fails to do so, Landlord may discharge the lien and charge all costs, including attorney fees, to Tenant as additional rent.

Nothing in this Lease authorizes Tenant to subject Landlord's property interest to any lien.

22. Damage or Casualty

If the Premises are damaged by fire or other casualty and cannot reasonably be restored within ninety (90) days, either Party may terminate this Lease by written notice.

If the Premises can reasonably be restored within ninety (90) days, Landlord may elect to restore the Premises and this Lease shall continue. Rent shall be abated proportionately during any period the Premises are untenantable, unless the damage was caused by Tenant or Tenant's employees, agents, contractors, invitees, customers, licensees, or guests.

Landlord shall not be required to repair or replace Tenant's personal property, trade fixtures, equipment, inventory, improvements, or betterments.

23. Eminent Domain

If all of the Premises are taken by eminent domain or threat of eminent domain, this Lease shall terminate on the date possession is taken.

If a portion of the Premises is taken and Tenant can continue to use the remainder for the permitted use, this Lease shall continue and rent shall be equitably reduced based on the portion taken.

Tenant shall have no claim against Landlord for any condemnation award, except that Tenant may pursue a separate claim against the condemning authority for moving expenses, personal property, or trade fixtures if permitted by law and if such claim does not reduce Landlord's award.

24. Default

Each of the following is an Event of Default:

a. Tenant fails to pay rent or any other amount due within five (5) days after its due date;
b. Tenant fails to perform any covenant or obligation under this Lease;
c. Tenant violates any law relating to the Premises or Tenant's use;
d. Tenant abandons or vacates the Premises before the end of the Term;
e. Tenant makes an unauthorized assignment, sublease, transfer, or occupancy arrangement;
f. Tenant fails to maintain required insurance;
g. Tenant allows a lien to be filed and fails to discharge it as required;
h. Tenant makes a material misrepresentation to Landlord;
i. Tenant becomes insolvent, files bankruptcy, has bankruptcy filed against it, makes an assignment for benefit of creditors, or has a receiver appointed;
j. Tenant's business is dissolved, terminated, or suspended; or
k. Tenant commits fraud, dishonesty, or bad faith relating to this Lease or the Premises.

For nonmonetary defaults capable of cure, Landlord may provide written notice and a ten (10) day cure period, unless a shorter period is necessary due to emergency, public safety, legal compliance, or risk of loss.

25. Remedies

Upon an Event of Default, Landlord may exercise any remedies available under this Lease, at law, or in equity, including but not limited to:

a. terminating this Lease;
b. recovering possession of the Premises through lawful process;

c. recovering unpaid rent, additional rent, damages, costs, and attorney fees;
d. curing Tenant's default and charging Tenant the cost as additional rent;
e. pursuing eviction or other court action;
f. recovering rent and damages for the balance of the Term, subject to applicable law; and
g. reletting the Premises without releasing Tenant from liability.

All remedies are cumulative. Landlord's acceptance of partial payment or late payment shall not waive any default unless expressly stated in writing.

26. Surrender

Upon expiration or termination of this Lease, Tenant shall surrender the Premises in good condition and repair, ordinary wear and tear excepted, and consistent with Tenant's obligations under this Lease.

Tenant shall remove all personal property, trade fixtures, equipment, inventory, signs, and nonpermanent improvements unless Landlord directs otherwise.

All permanent improvements, alterations, additions, and fixtures shall become Landlord's property unless Landlord requires removal. Tenant shall repair all damage caused by removal.

Tenant shall return all keys, access cards, codes, remotes, security credentials, and other access devices to Landlord.

27. Holding Over

If Tenant remains in possession after expiration or termination of this Lease with Landlord's written consent, Tenant shall be a month-to-month tenant subject to this Lease, except that monthly rent shall be two hundred percent (200%) of the monthly rent payable immediately before expiration or termination.

If Tenant remains without Landlord's written consent, Tenant shall be liable for all damages, costs, losses, and attorney fees caused by Tenant's failure to surrender.

28. Public Property; Governmental Immunities

Nothing in this Lease shall be construed as a waiver of any statutory, common-law, discretionary-function, official, governmental, or municipal immunity, liability limit, or defense available to the City of Lexington or its officials, employees, agents, or representatives.

Nothing in this Lease shall create rights in any person or entity other than Landlord and Tenant.

29. Data Practices

Tenant acknowledges that Landlord is a Minnesota municipal corporation subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Data submitted to or maintained by the City may be subject to public disclosure unless classified otherwise by law.

Tenant shall cooperate with Landlord as reasonably necessary to comply with applicable public records and data practices obligations.

30. Notices

All notices under this Lease shall be in writing and shall be delivered either 1) via email upon return email acknowledgement of the receiving party, or 2) personally, by recognized overnight courier, or by United States mail, postage prepaid, certified or registered mail, return receipt requested, to the following addresses:

Landlord:

City of Lexington
Attn: Bill Petracek, City Administrator
9180 Lexington Avenue NE
Lexington, MN 55014
Via email: bill.petracek@cityoflexingtonmn.org

With copy to:

Attn: Kurt Glaser, City Attorney
333 Washington Avenue North, STE 450
Minneapolis, MN 55401
Via email: KGlaser@BBG.law

Tenant:

Minnesota's Sixth Congressional District Republicans (a.k.a. "CD6")
Attn: Robert Benson, Chairman
14797 Olivine Street, N.W.
Ramsey, Minnesota 55303

Notice shall be effective either return email acknowledgement, upon personal delivery, upon delivery by courier, or three (3) business days after deposit in the United States mail.

Either Party may change its notice address by written notice to the other Party.

31. No Partnership or Agency

Nothing in this Lease creates a partnership, joint venture, fiduciary relationship, agency relationship, or employment relationship between Landlord and Tenant.

Tenant is not authorized to bind Landlord or represent that Tenant is acting on behalf of the City.

32. No Waiver

No waiver of any breach or default shall be effective unless in writing and signed by the Party against whom enforcement is sought.

A waiver of one breach or default is not a waiver of any later breach or default.

33. Successors and Assigns

This Lease binds and benefits the Parties and their permitted successors and assigns. This section does not authorize Tenant to assign or sublease without Landlord's prior written consent.

34. Severability

If any provision of this Lease is held invalid or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law.

35. Entire Agreement; Amendments

This Lease contains the entire agreement between the Parties regarding the Premises and supersedes all prior negotiations, understandings, and agreements.

This Lease may be amended only by a written document signed by both Parties and approved by the City as required by law.

36. Governing Law and Venue

This Lease shall be governed by and construed under Minnesota law.

Venue for any action arising from this Lease shall be in the state or federal courts serving Anoka County, Minnesota, unless another venue is required by law.

37. Time of Essence

Time is of the essence for all obligations under this Lease.

38. Personal Guaranty

No personal guaranty applies to this lease.

COMMERCIAL LEASE AGREEMENT

City of Lexington, Minnesota

This Commercial Lease Agreement ("Lease") is entered into by and between the City of Lexington, Minnesota, a Minnesota municipal corporation, with offices at 9180 Lexington Avenue NE, Lexington, Minnesota 55014 ("Landlord" or "City"), and Circle Pines - Lexington Lion's Club, a non-profit organization, with its principal address at 8841 Syndicate Avenue, Lexington, MN 55014 ("Tenant").

Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

1. Premises

Landlord leases to Tenant, and Tenant leases from Landlord, the former Lexington fire station and surrounding lands located on Lake Drive in Lexington, Minnesota, commonly known as 9055 South Highway Drive, Lexington, MN 55014, Anoka County Property Identification Number 35-31-23-12-0048 ("Premises").

The Premises include the "Gambling Office" in the building, associated parking areas, access areas to the Office, and appurtenant improvements, except for any areas expressly reserved by the City in writing, which includes the majority of the building, which may be rented to other tenants. Tenant acknowledges that it must work in good faith with other tenants to gain access to the Premises.

Tenant acknowledges that it has inspected the Premises, accepts the Premises in its present "AS IS" condition, and is not relying on any representation by Landlord regarding the suitability of the Premises for Tenant's intended use.

2. Term

The initial term of this Lease shall begin on July 1, 2026, and be on a month-to-month basis, unless earlier terminated as provided in this Lease ("Initial Term").

Any renewal shall be on the same terms and conditions stated in this Lease, except for rent or other terms specifically modified in writing by the Parties.

3. City Approval

This Lease has been approved by the Lexington City Council. The City Administrator has the authority to bind the City.

4. Rent

Tenant shall pay Landlord rent in the amount of $300.00.

Monthly rent shall be due in advance on or before the first day of each month during the Term. If the Lease begins or ends on a day other than the first or last day of a calendar month, rent shall be prorated.

Tenant shall pay rent to:

City of Lexington
Attn: City Finance Director
9180 Lexington Avenue NE
Lexington, MN 55014

or to such other address as Landlord may designate in writing.

5. Late Payment

If any rent or other amount due under this Lease is not paid within five (5) days after its due date, Tenant shall pay a late charge of $100.00, plus interest on the unpaid amount at the lesser of eighteen percent (18%) per year or the maximum rate allowed by law.

6. Security Deposit

No security deposit shall be required.

7. Use of Premises

Tenant may use the Premises only as an officer and for storage of materials and records related to charitable gambling, and for no other purpose without Landlord's prior written consent.

Tenant is solely responsible for obtaining and maintaining all licenses, permits, approvals, zoning approvals, building permits, health permits, liquor licenses, fire code approvals, and other governmental approvals necessary for Tenant's use of its portion of the Premises.

Landlord makes no warranty that the Premises are suitable for Tenant's intended use.

8. Compliance With Laws

Tenant shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, orders, licenses, permits, and approvals relating to the Premises or Tenant's use of the Premises.

This obligation includes, without limitation, compliance with all building, fire, health, safety, accessibility, environmental, zoning, food-service, liquor, employment, and public nuisance laws and regulations.

Tenant shall not commit or permit any nuisance, waste, unlawful activity, or hazardous condition on or about the Premises.

9. Utilities and Operating Costs

Tenant shall be responsible for utilities and services serving the Premises, including telephone, security systems, ice and snow removal, and any other service used by Tenant except those provided by the Landlord.

Landlord shall be responsible for utilities and services serving the Premises, including gas, electric, water, internet, sewer, trash removal and recycling.

Tenant-provided utilities shall be placed in Tenant's name where possible and shall pay those charges directly to the utility provider.

10. Condition of Premises; No Landlord Improvements

Tenant accepts the Premises "AS IS," "WHERE IS," and "WITH ALL FAULTS."

Landlord is not obligated to make any structural or nonstructural alterations, repairs, decorations, additions, or improvements unless expressly stated in this Lease or later agreed in writing.

Tenant acknowledges that any improvements needed for Tenant's intended use are Tenant's responsibility and must be approved in advance by Landlord.

11. Tenant Improvements and Alterations

Tenant shall not make or begin any alteration, addition, improvement, renovation, construction, demolition, signage installation, utility modification, plumbing modification, electrical modification, HVAC modification, or other physical change to the Premises without Landlord's prior written approval.

Tenant shall submit plans, specifications, contractor information, permit information, insurance information, and any other information reasonably requested by Landlord before beginning work.

All work shall be performed:

a. in a good and workmanlike manner;
b. by properly licensed contractors;
c. in compliance with all laws and permits;
d. without liens against the Premises;
e. at Tenant's sole cost; and
f. in a manner that does not impair the structure, systems, safety, or value of the Premises.

Landlord may condition approval on Tenant's agreement to remove the improvement and restore the Premises at the end of the Lease.

If Tenant makes an unauthorized improvement and Landlord does not later approve it, Tenant shall restore the affected portion of the Premises to its prior condition at Tenant's expense upon written notice from Landlord.

12. Maintenance and Repair

Tenant shall maintain the Premises in a clean, safe, sanitary, and orderly condition and shall keep the Premises in good condition and repair, ordinary wear and tear excepted.

Tenant's maintenance obligations include, without limitation:

a. trash areas and exterior areas used by Tenant; and
b. damage caused by Tenant, Tenant's employees, agents, contractors, invitees, customers, licensees, or guests.

Landlord shall maintain the foundation, walls, and roof of the Premises in good repair, ordinary wear and tear excepted, unless the need for repair is caused by Tenant's use, operations, negligence, alterations, or failure to maintain.

Tenant shall promptly notify Landlord of any condition requiring Landlord repair.

If Tenant fails to maintain or repair the Premises as required, Landlord may provide written notice. If Tenant fails to begin and diligently complete the required work within ten (10) days, or immediately in an emergency, Landlord may perform the work and charge Tenant the cost as additional rent.

13. Hazardous Materials

Tenant shall not bring, store, use, release, discharge, or dispose of hazardous substances, hazardous waste, pollutants, contaminants, petroleum products, toxic substances, or regulated materials on or about the Premises except for ordinary cleaning and business supplies used in compliance with law.

Tenant shall immediately notify Landlord of any spill, release, contamination, environmental complaint, or regulatory notice involving the Premises.

Tenant shall indemnify and hold Landlord harmless from all claims, damages, fines, cleanup costs, response costs, attorney fees, and liabilities arising from Tenant's use, storage, release, or disposal of hazardous materials.

14. Fire Station Equipment and City Property

Unless expressly transferred in writing, all City-owned fixtures, equipment, records, signs, apparatus, emergency-service equipment, radios, technology, keys, access devices, furniture, and other personal property located in or about the Premises remain the property of the City.

Tenant shall not use, remove, alter, damage, or dispose of City property without written authorization from Landlord.

During the period of this Lease, Tenant is authorized to use any personal property belonging to the City which has been left onsite, including but not limited to furniture, office equipment, refrigerator, etc.

15. Signage

Tenant may not install, modify, or display exterior signage, window signage, graphics, banners, lighting, or displays visible from outside the Premises without Landlord's prior written approval.

All signage must comply with City ordinances, zoning requirements, building codes, and any applicable permit requirements.

16. Access by Landlord

Landlord and its officers, employees, agents, contractors, and representatives may enter the Premises at reasonable times to inspect, maintain, repair, improve, protect, or show the Premises.

Landlord may enter immediately in an emergency or when necessary to protect public safety, property, utilities, or municipal interests.

Landlord's right of access includes the right to install, maintain, repair, replace, or relocate utility lines, conduits, municipal systems, or other infrastructure serving the Premises or adjacent public property.

17. Assignment and Subletting

Tenant shall not assign this Lease, sublease all or any portion of the Premises, license use of the Premises to another, transfer control of the Premises, mortgage or encumber Tenant's leasehold interest, or permit occupancy by any third party without Landlord's prior written consent.

Landlord's consent to one assignment, sublease, license, or transfer shall not constitute consent to any future assignment, sublease, license, or transfer.

No assignment or sublease shall release Tenant from liability under this Lease unless Landlord expressly agrees in writing.

18. Insurance

Tenant shall maintain, at its sole cost, the following insurance throughout the Term:

a. Commercial general liability insurance on an occurrence basis, including bodily injury, property damage, personal injury, contractual liability, and independent contractor coverage, with limits of not less than **$1,000,000 per occurrence** and **$2,000,000 aggregate**, or such higher limits as Landlord may reasonably require.

b. Property insurance covering Tenant's personal property, trade fixtures, equipment, inventory, improvements, and betterments for full replacement value.

c. Workers' compensation insurance as required by Minnesota law.

d. Automobile liability insurance if Tenant's operations involve vehicles serving the Premises.

e. Liquor liability insurance, if Tenant sells, serves, distributes, or allows alcoholic beverages on the Premises.

f. Any additional insurance reasonably required by Landlord based on Tenant's use of the Premises.

The City of Lexington, its officials, employees, agents, and representatives shall be named as additional insureds on Tenant's liability policies. Tenant's insurance shall be primary and noncontributory.

Tenant shall provide certificates of insurance before taking possession and at least twenty (20) days before expiration of any policy.

Tenant's policies shall provide that coverage may not be canceled or materially changed without prior written notice to Landlord, to the extent available from the insurer.

19. Indemnification

Tenant shall defend, indemnify, and hold harmless the City of Lexington, its elected officials, officers, employees, agents, contractors, and representatives from and against all claims, demands, actions, damages, losses, liabilities, fines, penalties, costs, and expenses, including reasonable attorney fees, arising out of or related to:

a. Tenant's use or occupancy of the Premises;
b. Tenant's business or operations;

c. any act or omission of Tenant or Tenant's employees, agents, contractors, invitees, customers, licensees, or guests;
d. any breach of this Lease by Tenant;
e. any injury, death, or property damage occurring in or about the Premises, except to the extent caused by Landlord's negligence;
f. Tenant's violation of law; or
g. Tenant's alterations, improvements, or construction work.

This section survives expiration or termination of the Lease.

20. Waiver of Subrogation

To the extent covered by property insurance or insurance that should have been maintained under this Lease, Landlord and Tenant waive claims against one another for property loss or damage, including claims by way of subrogation, even if caused by negligence, except to the extent the waiver would invalidate insurance coverage.

21. Mechanic's Liens

Tenant shall pay all contractors, subcontractors, suppliers, laborers, and material providers for work performed at the Premises.

Tenant shall not permit any mechanic's lien, material supplier's lien, or similar lien to be filed against the Premises or Landlord's interest.

If a lien is filed, Tenant shall discharge it by payment, bond, court order, or other lawful means within thirty (30) days after notice. If Tenant fails to do so, Landlord may discharge the lien and charge all costs, including attorney fees, to Tenant as additional rent.

Nothing in this Lease authorizes Tenant to subject Landlord's property interest to any lien.

22. Damage or Casualty

If the Premises are damaged by fire or other casualty and cannot reasonably be restored within ninety (90) days, either Party may terminate this Lease by written notice.

If the Premises can reasonably be restored within ninety (90) days, Landlord may elect to restore the Premises and this Lease shall continue. Rent shall be abated proportionately during any period the Premises are untenantable, unless the damage was caused by Tenant or Tenant's employees, agents, contractors, invitees, customers, licensees, or guests.

Landlord shall not be required to repair or replace Tenant's personal property, trade fixtures, equipment, inventory, improvements, or betterments.

23. Eminent Domain

If all of the Premises are taken by eminent domain or threat of eminent domain, this Lease shall terminate on the date possession is taken.

If a portion of the Premises is taken and Tenant can continue to use the remainder for the permitted use, this Lease shall continue and rent shall be equitably reduced based on the portion taken.

Tenant shall have no claim against Landlord for any condemnation award, except that Tenant may pursue a separate claim against the condemning authority for moving expenses, personal property, or trade fixtures if permitted by law and if such claim does not reduce Landlord's award.

24. Default

Each of the following is an Event of Default:

a. Tenant fails to pay rent or any other amount due within five (5) days after its due date;
b. Tenant fails to perform any covenant or obligation under this Lease;
c. Tenant violates any law relating to the Premises or Tenant's use;
d. Tenant abandons or vacates the Premises before the end of the Term;
e. Tenant makes an unauthorized assignment, sublease, transfer, or occupancy arrangement;
f. Tenant fails to maintain required insurance;
g. Tenant allows a lien to be filed and fails to discharge it as required;
h. Tenant makes a material misrepresentation to Landlord;
i. Tenant becomes insolvent, files bankruptcy, has bankruptcy filed against it, makes an assignment for benefit of creditors, or has a receiver appointed;
j. Tenant's business is dissolved, terminated, or suspended; or
k. Tenant commits fraud, dishonesty, or bad faith relating to this Lease or the Premises.

For nonmonetary defaults capable of cure, Landlord may provide written notice and a ten (10) day cure period, unless a shorter period is necessary due to emergency, public safety, legal compliance, or risk of loss.

25. Remedies

Upon an Event of Default, Landlord may exercise any remedies available under this Lease, at law, or in equity, including but not limited to:

a. terminating this Lease;
b. recovering possession of the Premises through lawful process;

c. recovering unpaid rent, additional rent, damages, costs, and attorney fees;
d. curing Tenant's default and charging Tenant the cost as additional rent;
e. pursuing eviction or other court action;
f. recovering rent and damages for the balance of the Term, subject to applicable law; and
g. reletting the Premises without releasing Tenant from liability.

All remedies are cumulative. Landlord's acceptance of partial payment or late payment shall not waive any default unless expressly stated in writing.

26. Surrender

Upon expiration or termination of this Lease, Tenant shall surrender the Premises in good condition and repair, ordinary wear and tear excepted, and consistent with Tenant's obligations under this Lease.

Tenant shall remove all personal property, trade fixtures, equipment, inventory, signs, and nonpermanent improvements unless Landlord directs otherwise.

All permanent improvements, alterations, additions, and fixtures shall become Landlord's property unless Landlord requires removal. Tenant shall repair all damage caused by removal.

Tenant shall return all keys, access cards, codes, remotes, security credentials, and other access devices to Landlord.

27. Holding Over

If Tenant remains in possession after expiration or termination of this Lease with Landlord's written consent, Tenant shall be a month-to-month tenant subject to this Lease, except that monthly rent shall be two hundred percent (200%) of the monthly rent payable immediately before expiration or termination.

If Tenant remains without Landlord's written consent, Tenant shall be liable for all damages, costs, losses, and attorney fees caused by Tenant's failure to surrender.

28. Public Property; Governmental Immunities

Nothing in this Lease shall be construed as a waiver of any statutory, common-law, discretionary-function, official, governmental, or municipal immunity, liability limit, or defense available to the City of Lexington or its officials, employees, agents, or representatives.

Nothing in this Lease shall create rights in any person or entity other than Landlord and Tenant.

29. Data Practices

Tenant acknowledges that Landlord is a Minnesota municipal corporation subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Data submitted to or maintained by the City may be subject to public disclosure unless classified otherwise by law.

Tenant shall cooperate with Landlord as reasonably necessary to comply with applicable public records and data practices obligations.

30. Notices

All notices under this Lease shall be in writing and shall be delivered either 1) via email upon return email acknowledgement of the receiving party, or 2) personally, by recognized overnight courier, or by United States mail, postage prepaid, certified or registered mail, return receipt requested, to the following addresses:

Landlord:

City of Lexington
Attn: Bill Petracek, City Administrator
9180 Lexington Avenue NE
Lexington, MN 55014
Via email: bill.petracek@cityoflexingtonmn.org

With copy to:

Attn: Kurt Glaser, City Attorney
333 Washington Avenue North, STE 450
Minneapolis, MN 55401
Via email: KGlaser@BBG.law

Tenant:

Circle Pines - Lexington Lion's Club
Attn: Mark Kurth, Gambling Manager / Gary Grote, President
8841 Syndicate Avenue
Lexington, MN 55014
Via email: ski3632@gmail.com

Notice shall be effective either return email acknowledgement, upon personal delivery, upon delivery by courier, or three (3) business days after deposit in the United States mail.

Either Party may change its notice address by written notice to the other Party.

31. No Partnership or Agency

Nothing in this Lease creates a partnership, joint venture, fiduciary relationship, agency relationship, or employment relationship between Landlord and Tenant.

Tenant is not authorized to bind Landlord or represent that Tenant is acting on behalf of the City.

32. No Waiver

No waiver of any breach or default shall be effective unless in writing and signed by the Party against whom enforcement is sought.

A waiver of one breach or default is not a waiver of any later breach or default.

33. Successors and Assigns

This Lease binds and benefits the Parties and their permitted successors and assigns. This section does not authorize Tenant to assign or sublease without Landlord's prior written consent.

34. Severability

If any provision of this Lease is held invalid or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law.

35. Entire Agreement; Amendments

This Lease contains the entire agreement between the Parties regarding the Premises and supersedes all prior negotiations, understandings, and agreements.

This Lease may be amended only by a written document signed by both Parties and approved by the City as required by law.

36. Governing Law and Venue

This Lease shall be governed by and construed under Minnesota law.

Venue for any action arising from this Lease shall be in the state or federal courts serving Anoka County, Minnesota, unless another venue is required by law.

37. Time of Essence

Time is of the essence for all obligations under this Lease.

38. Personal Guaranty

BUSINESS LICENSES - COUNCIL APPROVAL - JULY 16th, 2026

BUSINESS LICENSE APPLICATIONS - Jul 16 2026 for Council Approval					
NAME OF BUSINESS	BUSINESS ADDRESS	CITY	ST.	ZIP	DESCRIPTION OF BUSINESS
Anytime Fitness	9175 South Highway Drive	Lexington	MN	55014	Fitness Center
C&M Inc	8982 Syndicate Avenue	Lexington	MN	55014	Machine Shop
Papa Murphy's	9310 Lexington Avenue	Lexington	MN	55014	Pizza Take & Bake
Dominos Pizza	9370 Lexington Avenue	Lexington	MN	55014	Pizza Take Out
H&R Block	9350 Lexington Avenue	Lexington	MN	55014	Tax Preparation Office
Chipotle Mexican Grill	9185 South Highway Drive	Lexington	MN	55014	Mexican Resteraunt/Take Out
Tires Plus	9280 North Highway Drive	Lexington	MN	55014	Auto Repair Service/Sales
Nail Care	9340 Lexington Avenue	Lexington	MN	55014	Nail Salon
Gracepoint Family Dentistry	9300 Lexington Avenue	Lexington	MN	55014	Dental Office
Waste Management	10050 Naples Street NE	Blaine	MN	55449	Solid Waste Hauler