

**AGENDA
CITY OF LEXINGTON
REGULAR COUNCIL MEETING
AUGUST 16, 2018 – 7:00 P.M.
9180 LEXINGTON AVENUE**

1. **CALL TO ORDER:** – Mayor Kurth
 - A. Roll Call - Council Members: DeVries, Harris, Hughes and Murphy

2. **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.

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

4. **PRESENTATION BY DOMINIUM ACQUISITIONS, LLC ON THE LOVELL BUILDING REDEVELOPMENT LAND USE REQUESTS**

5. **LETTERS AND COMMUNICATIONS:**

- A. Public Notice – Planning & Zoning Public Hearing 8-6-2018 pp. 1
- B. North Metro TV – July 2018 Update pp. 2-8
- C. City Report – July 2018 pp. 9-14
- D. Centennial Lakes Police Department Media Reports
 - July 26, 2018 – August 1, 2018 pp. 15-19
 - August 2, 2018 – August 8, 2018 pp. 20-24
- E. Planning & Zoning meeting minutes – August 6, 2018 pp. 25-30

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:
Council Meeting – August 2, 2018 pp. 31-33
- B. Recommendation to Approve Claims and Bills:

Check #'s 13583 through 13583
Check #'s 43786 through 43839
Check #'s 12139 through 12144
Check #'s 12145 through 12149

pp. 34-42

C. Recommendation to approve Rental Deposit Return Authorization

- Shane Schilling
- Steve Roman
- Michael Grothe

pp. 43-45

D. Recommendation to approve Business License Renewals

pp. 46

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 NO. 18-16 – A Resolution Authorizing Execution of a Development Agreement with Lexington Leased Housing Associates, LLLP – Lovell Building Developer. pp. 47-80
- B. Planning Commission recommendation to approve a Conditional Use Permit for use as an Automobile Service Station and Automobile Sales Lot for property located at 9002 Lake Drive – George’s Texaco. pp. 81--87
- C. Planning Commission recommendation to approve Ordinance #18-17 – A Resolution of the City Council of Lexington Approving Land Use For the “Landings At Lexington” Development. pp. 88-92

8. MAYOR AND COUNCIL INPUT

9. ADMINISTRATOR INPUT

10. ADJOURNMENT

/mv

PUBLIC NOTICE

CITY OF LEXINGTON
COUNTY OF ANOKA
STATE OF MINNESOTA

TO WHOM IT MAY CONCERN:

Notice is hereby given, Lexington City Mayor and Councilmembers may be in attendance at the Planning & Zoning Public Hearing to be held on August 6, 2018 starting at 6:00 pm. This may constitute a quorum of the City Council. No city council business will be conducted during this time.

Mary Vinzant
Deputy City Clerk

POSTED: August 1, 2018

North Metro TV

July 2018 Update

Program Production

In July, a total of **97 new programs** were produced utilizing the North Metro facilities, funds, and services. This constitutes **91:15:00 hours of new programming**.

- 23 programs were produced by the public
- 53 programs were produced by NMTV staff
- 21 programs were produced by City staff



Van Shoots

The HD truck was used for **85:00:00** hours of production. Events produced live and recorded for additional playbacks include:

- USA Cup Soccer Weekend, 7/13/18, 4 Games
- USA Cup Soccer Weekend, 7/14/18, 4 Games
- USA Cup Soccer Weekend, 7/15/18, 6 Games
- USA Cup Soccer, 7/18/18, 3 Games
- USA Cup Soccer, 7/19/18, 4 Games
- USA Cup Soccer, 7/20/18, 4 Games
- USA Cup Soccer, 7/21/18, 6 Games
- USA Cup Soccer Opening Ceremonies



Workshops

Workshop	Instructor	Organization	Students
Editing	Eric Houston	Toastmasters	6
Lighting	Eric Houston	Video Club	10
Bad Movie Bros Taping	Eric Houston	Video Club	2
James Bond: 50 Years of 007	Eric Houston	Mary Ann Young Senior Center	16
Star Trek: Behind the Scenes of the Final Frontier	Eric Houston	Edgewood Senior Living	12
Batman: the 1960's TV Sensation	Eric Houston	Edgewood Senior Living	15
Camera	Eric Houston	General Public	1
This is Orson Welles	Eric Houston	General Public	9
8 Workshops			71 Student

Home Movie Transfers

Home movie transfers have become one of our most popular services. Residents can transfer their family videos themselves for free, or pay NMTV to do it. NMTV can also transfer film, slides, and photos for a fee.

Month	Hours Transferred	Tapes	Film Reels	DVDs	Photos/ Slides	Fees Paid
January	201.75	57	122	20	409	\$1,159.00
February	120.5	41	53	15	1,164	\$780.00
March	167.5	64	0	74	237	\$381.00
April	128.00	52	53	17	781	\$195.00
May	59.00	29	18	9	0	\$460.00
June	133.75	45	36	31	475	\$354.00
July	166.5	27	54	28	230	\$200.00
TOTAL:	849	315	336	194	3,296	\$3,529.00

Public Usage Stats

For statistical purposes, the public access department documents total numbers of unique individuals and total hours of usage of the facility by the general public, every month. These numbers include regular users, class participants, individuals transferring videos, people who attend events, and any other public usage of the facility. The numbers do not take into account the many members of the public who work with any other NMTV department, such as news, sports, municipal, or educational.

Month	Unique Individuals	Total Usage Hours
January	111	460
February	112	685.25
March	117	552.25
April	47	295.5
May	103	409.25
June	116	556.75
July	101	513.25
TOTAL PUBLIC USAGE:		3,472.25

Production Highlights

NMTV News Highlights

Each week Danika Peterson and Ben Hayle create a news program that highlights events, people, issues, and information important to citizens of our Member Cities. Some July highlights include:

- Summer Food Fest Helps Local Charity
- USA Cup Soccer Features Off-Field Fun
- Spring Lake Park Finds Radium in Water
- Centerview Elementary Nears Completion
- Safety Camp Aims to Prevent Injuries
- Centerville Celebrates Fetes des Lacs



In addition to daily playbacks of North Metro TV News on the cable systems, there are over 505 local stories archived for viewers on the NMTV YouTube page. The page can be accessed through the northmetrotv.com website.

Your City Staff

One episode of Your City Staff was produced in July. It featured Julie Bartell, the City Clerk for Lino Lakes. The episode highlighted the work she does for the City of Lino Lakes and her past experience and favorite parts of the job. The videos are presented as a news story on North Metro TV News, and then edited into a stand alone video for the corresponding City Channel. If anyone has a suggestion for future features, please let Ben and Danika know!



Safety Camp

T.J. Tronson completed his 22nd Blaine Safety Camp production in July. He recorded the presentations and activities and then put together a short highlight program. He always puts together the video presentation for campers and their parents for the second night of camp. The highlight version of the event is used for playback on channel 15, the Blaine City Channel and is also posted on the North Metro TV Youtube page. As always, a link was provided for embedding on the Blaine website.



Mayor's Minutes

It was a big month for Mayor's Minutes! Three episodes, including Blaine, Circle Pines, and Centerville were completed. Municipal Producer and Circle Pines Mayor Dave Bartholomay had a little fun with the Circle Pines episode by imitating the Paul Wellstone commercial. The video had the appearance of the Mayor jumping from one site to the next in a very enthused manner! It was fun to put together. The show is a casual report by the Mayor of what is going on in each City. It is generally pretty short...around three to five minutes...and is intended to give Cities a forum to highlight issues, plans and accomplishments. And now the race is on to find more fun and creative ways to shoot the Mayor's Minutes!



USA Cup Soccer

As always, July is a busy soccer month for North Metro TV. Staff, interns, and volunteers rallied their forces to cover the Opening Ceremonies and 31 USA Cup games, including the pre-USA Cup weekend games. All of the games were live on TV and via the North Metro TV website, and the National Sports Center website in full HD. It was a very well coordinated and time intensive production schedule but everyone worked together to make the week very successful. This year, NMTV and the National Sports Center worked together to cover the action on one of the better fields. The Sports Center provided shore power and an internet connection, making the live streaming of the



games seamless. Utilizing the wireless option, which we usually do, can be problematic when a lot of people are using their cell phones in an area.

Local Decision 2018 Primaries

And we're off! The 2018 election season has started. Danika Peterson and Ben Hayle started the primary season by creating web pages for the the primary candidates. Each candidate was sent an invitation to send a picture and bio for the web page. All of the candidates were also invited to participate in one-on-one interviews so voters could get to know them. Candidates for the MN House 31B Republican, Blaine City Council Ward 2, and Anoka County



Commissioner District 4 Primaries chose to participate. Over 640 views have been logged on our Youtube Local Decision 2018 page. NMTV was also contracted to produce two candidate forums for the City of Columbia Heights.

City Productions

Municipal Producer, Trevor Scholl, completed seven projects in July including three episodes of Mayor's Minutes and Fetes des Lacs event coverage. Projects completed include:

- Blaine Mayor's Minutes
- Centerville Mayor's Minutes
- Circle Pines Mayor's Minutes
- Fetes des Lacs Preview
- Lexington Farmer's Market
- Fetes des Lacs 2018
- Circle Pines Community Gardens



New and ongoing projects include:

- Blue Heron Days preview
- Ham Lake senior dance day
- Community garden project for Blaine is shot, adding more b-roll
- Talking with Centennial Police regarding several videos
- Business profile on Urban Air Adventure Park
- Scheduling more Mayor's Minutes
- Circle Pines City promo
- Lino Lakes organics recycling
- Open to Business, each Cities involvement
- Arranging interviews with each City's economic developer about Open to Business

Trevor touches base with contacts on a regular basis and also encourages Cities to contact him whenever they have an idea for a new show.

Production equipment consulting for cities and schools

- **Blaine**
 - No equipment consulting was necessary.
- **Centerville**
 - No equipment consulting was necessary.
- **Circle Pines**
 - No equipment consulting was necessary.
- **Ham Lake**
 - 7/2/18: Removed/recycled old equipment from Ham Lake.
- **Lexington**
 - No equipment consulting was necessary.
- **Lino Lakes**
 - 7/24/18: Noticed graphics and timing issues with meeting recording. Called Jeff Karlson to see if any assistance was needed. None needed at this time.
- **Spring Lake Park**
 - No equipment consulting was necessary.

City Channel 16 Playback Stats

City	Number of Times Programs Played	Hours Programmed on Channel
Blaine	292	395:36:45
Centerville	66	86:36:42
Circle Pines	163	90:38:17
Ham Lake	136	95:22:50
Lexington	125	43:57:11
Lino Lakes	105	74:29:01
Spring Lake Park	206	221:29:40
Totals:	1,093 Program Playbacks	1,008:10:26 Hours of Video Programming on Channels

Programs Produced by the Public

Title	Producer	Runtime
Black and White or Gray	Jason Anderson/Brad Sanford	00:25:04
Toastmasters Live (2 episodes)	Cheri Jacobson/Lee Howard	01:25:53
Every Movie Ever (2 episodes)	Joe Scholz, Rick Bostrom, Ben Daniels/Ryan Friendschuh, Gavin Van Trease/Eric Houston	00:49:24
A Fresh New Day: Abound - Guard Your Heart	Anita Wardlaw	00:48:06
Cornerstone Church	Rick Bostrom	00:29:00
Christ Lutheran Church (4 episodes)	Jacob Nessman	04:33:02
The Power of Love (2 episodes)	Rick Larson	01:00:00
LovePower (2 episodes)	Ann Sandell	02:00:00
Rice Creek Watershed District Meeting (2 episodes)	Theresa Stasica	03:34:05
Oak Park Moments (6 episodes)	David Turnidge	04:01:08
23 New Programs		19:05:42 New Hours

Programs Produced by NMTV Staff

Title	Producer	Runtime
Anoka County Board Meeting (7/10/18)	T.J. Tronson	00:23:03
Anoka County Board Meeting (7/24/18)	T.J. Tronson	00:35:43
Blaine Safety Camp	T.J. Tronson	00:14:57
Anoka County District 4 Candidate Forum	T.J. Tronson	01:00:34
Columbia Heights Mayoral Candidate Forum	T.J. Tronson	01:05:26
NMTV News (3 episodes)	Danika Peterson/Ben Hayle	01:01:36
Your City Staff: Julie Bartell	Danika Peterson	00:04:58
Ham Lake Farmer's Market	Danika Peterson	00:02:25
Local Decision 2018: MN House 31B Republican Primary	Ben Hayle	00:30:12
Local Decision 2018: Blaine City Council Ward 2 Primary	Ben Hayle	00:31:09
Local Decision 2018: Anoka County Commissioner 4 Primary	Ben Hayle	00:40:51
Centerville Mayor's Minutes Summer 2018	Trevor Scholl	00:06:10
Blaine Mayor's Minutes Summer 2018	Trevor Scholl	00:05:48

Circle Pines Mayor's MInutes Summer 2018	Trevor Scholl	00:03:15
Fetes des Lacs Preview	Trevor Scholl	00:03:34
Lexington's Farmer's Market	Trevor Scholl	00:03:08
Fete Des Lacs 2018	Trevor Scholl	00:02:05
Circle Pines Community Gardens	Trevor Scholl	00:05:30
Centerville Fetes Des Lacs Parade	Jeremy Millington	00:41:28
USA Cup Weekend: Lakehead Express/Rush WI	Kenton Kipp/J. Millington	00:58:05
USA Cup Weekend: FCKC Milan/Tokiwagi Gakuen HS	Kenton Kipp/J. Millington	01:17:22
USA Cup Weekend: Sociedade Hipica de Campinas/Lakehead Express	Kenton Kipp/J. Millington	01:07:45
USA Cup Weekend: WSEU Red/Mayas FC Academy	Kenton Kipp/J. Millington	01:09:35
USA Cup Weekend: Mankato United/Dakota United SC	Kenton Kipp/J. Millington	01:16:39
USA Cup Weekend Sociedade Hipica de Campinas/Tempo Chaos	Kenton Kipp/J. Millington	01:15:18
USA Cup Weekend: Dakota United SC/Rush WI	Kenton Kipp/J. Millington	01:09:08
USA Cup Weekend: WWFC Wildcats/Tempo Phoenix	Kenton Kipp/J. Millington	01:18:07
USA Cup Weekend: Eden Prairie SC+ Red/Rush WI	Kenton Kipp/J. Millington	01:03:16
USA Cup Weekend: Rockford Olympic/KM Torhout	Kenton Kipp/J. Millington	01:05:00
USA Cup Weekend: Bonivital SC Flames/Rush WI	Kenton Kipp/J. Millington	01:30:33
USA Cup Weekend: Allouez Stampede/Lifezone Gladiators FC	Kenton Kipp/J. Millington	01:38:05
USA Cup Weekend: Mayas FC Academy/KM Torhout	Kenton Kipp/J. Millington	01:41:55
USA Cup Weekend: REV SC Academy/Gjellerasen IF	Kenton Kipp/J. Millington	01:48:20
USA Cup Soccer: Wheeling United SC/Edian SC	Kenton Kipp/J. Millington	01:29:25
USA Cup Soccer: Black Hills Rapids/Hartford United	Kenton Kipp/J. Millington	01:29:14
USA Cup Soccer: Colegio Mexico/Crow Trace FC	Kenton Kipp/J. Millington	01:51:16
USA Cup Soccer: Edina SC/Maplebrook Arsenal	Kenton Kipp/J. Millington	01:32:47
USA Cup Soccer: Maplebrook/Sherwood Park Phoenix	Kenton Kipp/J. Millington	01:34:25
USA Cup Soccer: Blaine SC EDT/Gjellerasen IF	Kenton Kipp/J. Millington	01:35:26
USA Cup Soccer: Soo City United/Blaine SC Travel 1	Kenton Kipp/J. Millington	01:41:07
USA Cup Soccer: Fusion SC Navy/Cloegio Menor San Francisco	Kenton Kipp/J. Millington	01:50:06
USA Cup Soccer: A.S. Truitier/KM Torhout	Kenton Kipp/J. Millington	01:28:21
USA Cup Soccer: Tonka Fusion Elite/MN ODP	Kenton Kipp/J. Millington	01:25:45
USA Cup Soccer: FCR Jr Developmental/Black Hills Rapids	Kenton Kipp/J. Millington	02:00:15
USA Cup Soccer: MN Thunder Academy/Nationals Canada Black	Kenton Kipp/J. Millington	01:30:32
USA Cup Soccer: Maplebrook/Edina SC	Kenton Kipp/J. Millington	01:28:44
USA Cup Soccer: Sporting St. Croix/SCool Games Chevrolet	Kenton Kipp/J. Millington	01:27:26
USA Cup Soccer: St. Paul Blackhawks/REV SC Academy	Kenton Kipp/J. Millington	01:13:48

USA Cup Soccer: St. Paul Blackhawks FC/Sporting St. Croix Academy	Kenton Kipp/J. Millington	01:52:56
USA Cup Soccer: REV SC Academy / Sporting St. Croix Academy	Kenton Kipp/J. Millington	01:25:33
USA Cup Soccer Opening Ceremonies	Kenton Kipp/J. Millington	01:15:03
53 New Programs		53:52:09 New Hours

Programs Produced by City Staff

Title	Producer	Runtime
Blaine City Council Meeting (7/5/18)	Blaine Staff	02:13:06
Blaine Planning Commission Meeting (7/10/18)	Blaine Staff	01:19:04
Blaine Park Board Meeting (7/24/18)	Blaine Staff	00:45:17
Centerville City Council Meeting (7/11/18)	Centerville Staff	01:56:00
Centerville City Council Meeting (7/25/18)	Centerville Staff	00:49:17
Circle Pines City Council Meeting (7/10/18)	Circle Pines Staff	00:20:57
Circle Pines Utility Commission Meeting (7/18/18)	Circle Pines Staff	00:24:51
Circle Pines City Council Meeting (7/24/18)	Circle Pines Staff	00:18:51
Ham Lake City Council Meeting (7/2/18)	Ham Lake Staff	00:10:44
Ham Lake Planning Commission Meeting (7/9/18)	Ham Lake Staff	01:40:15
Ham Lake City Council Meeting (7/16/18)	Ham Lake Staff	01:05:11
Ham Lake Park & Tree Commission Meeting (7/18/18)	Ham Lake Staff	00:48:15
Ham Lake Planning Commission Meeting (7/23/18)	Ham Lake Staff	00:27:55
Lexington City Council Meeting (7/5/18)	Lexington Staff	00:16:33
Lexington City Council Meeting (7/19/18)	Lexington Staff	00:04:55
Lino Lakes City Council Meeting (7/9/18)	Lino Lakes Staff	00:28:52
Lino Lakes Planning & Zoning Commission Meeting (7/11/18)	Lino Lakes Staff	01:00:57
Lino Lakes City Council Meeting (7/23/18)	Lino Lakes Staff	00:46:51
Spring Lake Park City Council Meeting (7/2/18)	Spring Lake Park Staff	01:01:39
Spring Lake Park City Council Meeting (7/16/18)	Spring Lake Park Staff	01:18:29
Spring Lake Park Planning Commission Meeting (7/23/18)	Spring Lake Park Staff	01:49:01
21 New Programs		18:16:17 New Hours

If you have any questions or comments regarding this monthly report please contact Heidi Arnson at 763.231.2801 or harnson@northmetrotv.com.

CITY REPORT

July 2018

blaine centerville circle pines ham lake lexington lino lakes spring lake park

Video Production



Municipal Producer, Trevor Scholl, completed seven projects in July, including three episodes of Mayor's Minutes and Fetes des Lacs event coverage. Programs were also produced by Ben Hayle, Danika Peterson, T.J. Tronson, and Jeremy Millington. Trevor reaches out to City officials and department contacts, every month, regarding potential programming for the channels. City staff and elected officials are encouraged to contact Trevor with any ideas or requests for programming.

July Completed Videos/Playing on City Channels & Internet

Title	Producer	Runtime
Centerville Mayor's Minutes	Trevor Scholl	00:06:10
Blaine Mayor's Minutes	Trevor Scholl	00:05:48
Circle Pines Mayor's Minutes	Trevor Scholl	00:03:15
Fetes des Lacs Preview	Trevor Scholl	00:03:34
Lexington's Farmers Market	Trevor Scholl	00:03:08
Fetes des Lacs 2018	Trevor Scholl	00:02:05
Circle Pines Community Garden	Trevor Scholl	00:05:30
Your City Staff: Julie Bartell	Danika Peterson	00:04:58
Ham Lake Farmer's Market	Danika Peterson	00:02:25
Local Decision 2018: MN House 31B Republican Primary Candidates	Ben Hayle	00:30:12
Local Decision 2018: Blaine City Council Ward 2 Primary Candidates	Ben Hayle	00:31:09
Local Decision 2018: Anoka County Commissioner District 4 Primary Candidates	Ben Hayle	00:40:51
Centerville Fetes des Lacs Parade	Jeremy Millington	00:41:28
Blaine Safety Camp	T.J. Tronson	00:14:57
Anoka County Board Meeting (7/10/18)	T.J. Tronson	00:23:03
Anoka County Board Meeting (7/24/18)	T.J. Tronson	00:35:43

Some projects that Trevor is working on or is scheduled to produce include:

- Blue Heron Days preview
- Ham Lake senior dance day
- Community garden project for Blaine is shot, adding more b-roll

- Talking with Centennial Police regarding several videos
- Business profile on Urban Air Adventure Park
- Scheduling more Mayor's Minutes
- Circle Pines City promo
- Lino Lakes organics recycling
- Open to Business, each Cities involvement
- Arranging interviews with each City's economic developer about Open to Business



Equipment Consulting/Technical Support

Blaine

- No equipment consulting was necessary.
- **Centerville**
- 7/27/18: Located archived VOD meetings. Sent links to City.

Circle Pines

- No equipment consulting was necessary.

Ham Lake

- 7/2/18: Removed/recycled old equipment from Ham Lake.

Lexington

- No equipment consulting was necessary.

Lino Lakes

- 7/24/18: Noticed graphics and timing issues with meeting recording. Called Jeff Karlson to see if any assistance was needed. None needed at this time.

Spring Lake Park

- No equipment consulting was necessary.

Master Control



Programming Coordinator, Michele Silvester, along with help from Eric Houston, Tarkor Zehn, and Trevor Scholl, is responsible for processing and scheduling the programming on the City channels. There are three categories of programs that are scheduled on the City channels; live and replayed meetings, NMTV staff created video content, and informational graphics pages. All categories of programming must be encoded, scheduled, and entered into the Tighrope playback system or entered into the Carousel video files.

As each live meeting is being recorded at City Hall, it is routed to the North Metro TV head-end and then sent out over the cable system live. At the same time it is also encoded on a server for future playbacks. The following meetings were processed in July:

Title	Producer	Runtime
Blaine City Council Meeting (7/5/18)	Blaine Staff	02:13:06
Blaine Planning Commission Meeting (7/10/18)	Blaine Staff	01:19:04
Blaine Park Board Meeting (7/24/18)	Blaine Staff	00:45:17
Centerville City Council Meeting (7/11/18)	Centerville Staff	01:56:00

Centerville City Council Meeting (7/25/18)	Centerville Staff	00:49:17
Circle Pines City Council Meeting (7/10/18)	Circle Pines Staff	00:20:57
Circle Pines Utility Commission Meeting (7/18/18)	Circle Pines Staff	00:24:51
Circle Pines City Council Meeting (7/24/18)	Circle Pines Staff	00:18:51
Ham Lake City Council Meeting (7/2/18)	Ham Lake Staff	00:10:44
Ham Lake Planning Commission Meeting (7/9/18)	Ham Lake Staff	01:40:15
Ham Lake City Council Meeting (7/16/18)	Ham Lake Staff	01:05:11
Ham Lake Park & Tree Commission Meeting (7/18/18)	Ham Lake Staff	00:48:15
Ham Lake Planning Commission Meeting (7/23/18)	Ham Lake Staff	00:27:55
Lexington City Council Meeting (7/5/18)	Lexington Staff	00:16:33
Lexington City Council Meeting (7/19/18)	Lexington Staff	00:04:55
Lino Lakes City Council Meeting (7/9/18)	Lino Lakes Staff	00:28:52
Lino Lakes Planning & Zoning Commission Meeting (7/11/18)	Lino Lakes Staff	01:00:57
Lino Lakes City Council Meeting (7/23/18)	Lino Lakes Staff	00:46:51
Spring Lake Park City Council Meeting (7/2/18)	Spring Lake Park Staff	01:01:39
Spring Lake Park City Council Meeting (7/16/18)	Spring Lake Park Staff	01:18:29
Spring Lake Park Planning Commission Meeting (7/23/18)	Spring Lake Park Staff	01:49:01
21 New Programs		18:16:17 New Hours

Meetings are scheduled for replay based on schedules requested by each City. Additional longer-length video programming produced by NMTV staff is also scheduled on the channels. **With the arrival of the Carousel units, shorter-length videos and promos are loaded onto those devices, rather than being scheduled as separate playbacks. The short videos cycle through, with graphics pages, and play on the channels whenever a scheduled program is not playing. Depending on whether a City selected the split screen or full screen Carousel option, the shorter videos are cycling 24 hours a day.** The table below outlines how many times a longer-length video program was entered into the Tightrope system, and played back on each City channel.

City	Number of Times Programs Played	Hours Programmed on Channel
Blaine	292	395:36:45
Centerville	66	86:36:42
Circle Pines	163	90:38:17
Ham Lake	136	95:22:50
Lexington	125	43:57:11

Lino Lakes	105	74:29:01
Spring Lake Park	206	221:29:40
Totals:	1,093 Program Playbacks	1,008:10:26 Hours of Video Programming on Channels

The last category of programming on City channels consists of bulletin board, or graphics pages, that display information about the City or about events and issues of interest to citizens. With the installation of the new Carousel units complete, Eric Houston has assumed responsibility for updating the information on all seven channels. He works closely with each City's representative to ensure that all requested data slides are created and posted to the satisfaction of the City. Even though Eric is doing the work of creating the data pages, the Cities will always maintain editorial control. In addition to the graphics pages, the new Carousel units play video. Trevor Scholl is responsible for encoding any videos that will be displayed. The following work was done for City Carousel units in July:

- **Blaine**
Transcoded and uploaded 1 videos to Carousel.
- **Centerville**
Transcoded and uploaded 3 videos to Carousel.
- **Circle Pines**
Transcoded and uploaded 2 video to Carousel.
Put all July meetings on hard drive for City
- **Ham Lake**
Transcoded and uploaded 1 videos to Carousel.
- **Lexington**
Transcoded and uploaded 1 videos to Carousel.
- **Lino Lakes**
Transcoded and uploaded 1 videos to Carousel.
- **Spring Lake Park**
Created 2 bulletins for Carousel.

City Channel Signal Monitoring

- **Blaine**
No channel signal problems.
- **Centerville**
No channel signal problems.
- **Circle Pines**
No channel signal problems.
- **Ham Lake**
No channel signal problems.
- **Lexington**
No channel signal problems.
- **Lino Lakes**
No channel signal problems.
- **Spring Lake Park**
No channel signal problems.

Meetings on Demand



NMTV has created a video on demand service, with line-item bookmarking, for our Cities meetings. In order to accomplish this, each encoded meeting has to undergo several steps. The meeting must first be transferred and transcoded from the playback server to the video on demand server. The length of time necessary for this varies based on the length of the meeting and whether it is recorded in SD or HD. Once that is done, a staff member must go through the meeting entering a bookmark at the start of each meeting line-item, and type in the corresponding line-item information. Staff utilizes marked agendas provided by City staff members for this step. If marked agendas aren't provided by City staff we go to the City website to find unmarked agendas and place the meeting on VOD without bookmarks. Once that is done and saved the bookmarked meeting is then linked to the NMTV website's city meeting page for video on demand. The following number of meetings were bookmarked and/or placed on VOD for the Cities in July:

- **Blaine**
 - 3 meetings bookmarked and placed on VOD.
- **Centerville**
 - 2 meeting placed on VOD.
- **Circle Pines**
 - 3 meetings bookmarked and placed on VOD.
- **Ham Lake**
 - 5 meetings bookmarked and placed on VOD.
- **Lexington**
 - 2 meetings placed on VOD.
- **Lino Lakes**
 - 3 meetings bookmarked and placed on VOD.
- **Spring Lake Park**
 - 3 meeting bookmarked and placed on VOD

Administrative



The issues dealt with in July include reviewing the draft municipal drone policy and procedures for employees and the draft ordinance for Cities, meeting with a representative of Polco to learn about their civic engagement software, processing and assessing the 2nd quarter franchise and PEG fees, and working out a franchise misunderstanding with Comcast.

- **Drone Policies and Procedures**
 - Received the draft municipal drone policies and procedures and draft drone ordinance from legal counsel.
 - Reviewed both and emailed comments to legal counsel.
 - Gave the policies and procedures to the NMTV drone operator for his comments.
- **Polco Civic Engagement Software**
 - Met with Matt Fulton, of Polco regarding Civic engagement product.
 - Discussed the product, its potential benefits for Cities and the Commission.

- Considered having the Commission be the umbrella organization for the member Cities. Cost for the annual contract would reflect a 20% discount and the Commission would have access at no cost.
- Requested written materials.
- Will include topic in September meetings.

2nd Quarter Franchise and PEG Fees

- Received 2nd quarter franchise and PEG fee reports and payments from Comcast and CenturyLink.
- Entered data into spread sheets for PEG fees received, franchise fees received, and gross revenues.
- Comcast franchise fees were down \$1,482 over the previous quarter. PEG fees were up \$3,214 over the previous quarter.
- CenturyLink franchise fees were up \$5,034 over the previous quarter. (First quarter franchise fees reflected an adjustment to a previous overpayment. The second quarter payment did not have that adjustment.) PEG fees were \$933 less than the previous quarter.
- CenturyLink continues to steadily lose customers.

Comcast Franchise Issue

- The City of Lexington received a form letter from Comcast advising that the City's free internet service would be eliminated as of August 1st.
- Contacted Comcast, and was told that Lexington and Circle Pines public works had received the notification because free internet service is not included in our franchise.
- Copied and pasted the portion of our franchise that states free internet service will be provided to Cities as long as Comcast is providing free service to schools.
- Comcast apologized for the mistake and said that the service would not be terminated on August 1st.

Miscellaneous

- Spoke with Mark Statz regarding Facebook-live for City meetings. Stated that live streaming of City channels was included in the 2019 budget.
- Organized crew for marching in Fetes des Lacs parade.
- Mediated Ham Lake subscriber complaint with Comcast. Resolved.
- Read industry articles.

Centennial Lakes Police Department

Media Report

7/26/18 through 8/1/18

CASE NUMBER: 18182837
CASE DESCRIPTION: ACCIDENT-MV PD
INCIDENT DATE: 7/26/18
INCIDENT LOCATION: CENTRAL ST / LEXINGTON AVE NE, CIRCLE PINES, MN
NARRATIVE: POLICE WERE DISPATCHED TO A PROPERTY DAMAGE ACCIDENT AT LEXINGTON AVENUE AND CENTRAL STREET. THERE WERE NO INJURIES. NO CITATIONS WERE ISSUED.

CASE NUMBER: 18183144
CASE DESCRIPTION: TRAFFIC COMPLAINT
INCIDENT DATE: 7/27/18
INCIDENT LOCATION: CENTERVILLE, MN
NARRATIVE: PARKING VIOLATION
POLICE OBSERVED A VEHICLE PARKED IN THE TRAFFIC LANE ON 7000 BLOCK OF CENTERVILLE ROAD. POLICE HAD THE VEHICLE TOWED.
POLICE HAD THE VEHICLE ENTERED AS IMPOUNDED.
CLEAR

CASE NUMBER: 18183201
CASE DESCRIPTION: CHECK WELFARE
INCIDENT DATE: 7/27/18
INCIDENT LOCATION: 18XX PRAIRIE DR, CENTERVILLE, MN
NARRATIVE: OFFICERS RESPONDED TO THE 1800 BLOCK OF PRAIRIE DR TO CHECK FOR A RUNAWAY JUVENILE THAT MIGHT BE STAYING AT THE RESIDENCE.
OFFICERS DID NOT MAKE CONTACT.
CLEAR.

CASE NUMBER: 18183240
CASE DESCRIPTION: MEDICAL
INCIDENT DATE: 7/27/18
INCIDENT LOCATION: 19XX MAIN ST, CENTERVILLE, MN
NARRATIVE: EMS SUMMONED TO THE 1900 BLOCK OF MAIN ST FOR A MEDICAL EMERGENCY. INACTIVE.

CASE NUMBER: 18183302
CASE DESCRIPTION: PROPERTY DAMAGE
INCIDENT DATE: 7/27/18
INCIDENT LOCATION: 4900 BLOCK WHITE BEAR PKWY, WHITE BEAR LAKE, MN
NARRATIVE: ON 7/27/2018, AT APPROXIMATELY 0845 HOURS, I OBSERVED A PROPERTY DAMAGE ACCIDENT WITH POSSIBLE INJURIES WITHIN THE 4900 BLOCK OF WHITE BEAR PARKWAY.
SQUAD CAR SIDE SWIPED.
ADVISED RAMSEY COUNTY AND STATE PATROL.
CLEARED BY STATE PATROL.

CASE NUMBER: 18183211
CASE DESCRIPTION: DOMESTIC
INCIDENT DATE: 7/27/18
INCIDENT LOCATION: LINO LAKES, MN
NARRATIVE:

CASE NUMBER: 18183477
CASE DESCRIPTION: MEDICAL
INCIDENT DATE: 7/27/18
INCIDENT LOCATION: 1XX INDIAN HILLS LN, CIRCLE PINES, MN
NARRATIVE: EMS SUMMONED TO THE 100 BLOCK OF INDIAN HILLS LN FOR A MEDICAL EMERGENCY. THE CASE IS MARKED INACTIVE.

CASE NUMBER: 18183894
CASE DESCRIPTION: INFORMATION
INCIDENT DATE: 7/27/18
INCIDENT LOCATION: MILL RD / MAIN ST, CENTERVILLE, MN
NARRATIVE: POLICE WERE DISPATCHED TO A CALL OF A DOG ATTACK ON ANOTHER DOG NEAR MILL ROAD AND MAIN STREET. THE DOG THAT WAS ATTACKED WAS TAKEN TO THE VET AND IS EXPECTED TO RECOVER.

CASE NUMBER: 18183942
CASE DESCRIPTION: DWI-4TH DEGREE
INCIDENT DATE: 7/27/18
INCIDENT LOCATION: MAIN ST / DUPRE RD, CENTERVILLE, MN
NARRATIVE: TRAFFIC STOP
OFFICERS OBSERVED AN ATV TRAVELING IN THE AREA OF MAIN ST AND DUPRE RD.
DRIVER ARRESTED.
CLEAR.

CASE NUMBER: 18184044
CASE DESCRIPTION: CHECK WELFARE
INCIDENT DATE: 7/27/18
INCIDENT LOCATION: CIRCLE PINES, MN
NARRATIVE: WELFARE CHECK
POLICE RESPONDED TO THE 5 BLOCK OF CAMEO LANE ON A WELFARE CHECK OF AN ADULT FEMALE. POLICE SPOKE TO THE FEMALE AND HELPED RESOLVE HER PROBLEM.
CLEAR

CASE NUMBER: 18184035
CASE DESCRIPTION: SUSPICIOUS PERSON
INCIDENT DATE: 7/27/18
INCIDENT LOCATION: CIRCLE PINES, MN
NARRATIVE: OFFICERS SPOKE TO THE REPORTING PARTY WHO THINKS A SUSPICIOUS PERSON WAS IN HIS BACKYARD. THE RP DID NOT SEE ANYONE, JUST HEARD NOISES. THE RP JUST WANTS EXTRA PATROL IN THE AREA.
CLEAR.

CASE NUMBER: 18183652
CASE DESCRIPTION: RUNAWAY JUVENILE
INCIDENT DATE: 7/27/18
INCIDENT LOCATION: 18XX PRAIRIE DR, CENTERVILLE, MN
NARRATIVE: POLICE WERE DISPATCHED TO THE 1800 BLOCK OF PRAIRIE DRIVE TO LOCATE A RUNAWAY JUVENILE. THE JUVENILE WAS LOCATED AND TRANSFERRED TO FOREST LAKE POLICE.

CASE NUMBER: 18184305
CASE DESCRIPTION: TRAFFIC
INCIDENT DATE: 7/28/18
INCIDENT LOCATION: 7000 BLOCK LAKE DR, LINO LAKES, MN
NARRATIVE: TRAFFIC VIOLATION - DWI
POLICE OBSERVED A VEHICLE COMMIT SEVERAL TRAFFIC VIOLATIONS IN THE 7000 BLOCK OF LAKE DRIVE. POLICE STOPPED THE VEHICLE AND ULTIMATELY ARRESTED AN ADULT FEMALE DRIVER FOR DWI. THE FEMALE WAS TRANSPORTED TO A NEARBY POLICE DEPARTMENT. THE FEMALE WAS BROUGHT TO JAIL AFTER FAILING THE DMT BREATH TEST.
CLEAR

CASE NUMBER: 18184551
CASE DESCRIPTION: VEHICLE- LOCKOUT
INCIDENT DATE: 7/28/18
INCIDENT LOCATION: CIRCLE PINES, MN
NARRATIVE:

CASE NUMBER: 18185697
CASE DESCRIPTION: INFORMATION
INCIDENT DATE: 7/29/18
INCIDENT LOCATION: 2X EAST RD, CIRCLE PINES, MN
NARRATIVE: INFORMATION
OFFICERS WERE DISPATCHED A PHONE CALL TO THE 20 BLOCK OF EAST RD REGARDING AN INDIVIDUAL WHO WANTED OFFICERS TO BE AWARE HE HAD TO PUSH HIS VEHICLE INTO HIS GARAGE TO WORK ON IT SO THAT THERE WOULD NOT BE COMPLAINTS TO THE CITY REGARDING THE ACTIVITY.
CLEAR.

CASE NUMBER: 18184767
CASE DESCRIPTION: MEDICAL
INCIDENT DATE: 7/28/18
INCIDENT LOCATION: 17XX OJIBWAY DR, CENTERVILLE, MN
NARRATIVE: POLICE WERE DISPATCHED TO THE BLOCK OF OJIBWAY DRIVE FOR AN ADULT MALE HAVING CHEST PAIN. AN ADULT MALE WAS TRANSPORTED TO THE HOSPITAL.

CASE NUMBER: 18185253
CASE DESCRIPTION: MEDICAL
INCIDENT DATE: 7/29/18
INCIDENT LOCATION: 89XX SYNDICATE AVE, LEXINGTON, MN
NARRATIVE: MEDICAL.
OFFICERS WERE DISPATCHED TO THE 8900 BLOCK OF SYNDICATE AVE FOR AN ADULT FEMALE HAVING A MEDICAL EMERGENCY.
FEMALE WAS TRANSPORTED TO THE HOSPITAL VIA AMBULANCE.
CASE CLOSED.

CASE NUMBER: 18184617
CASE DESCRIPTION: MEDICAL
INCIDENT DATE: 7/28/18
INCIDENT LOCATION: 2XX STARDUST BLVD, CIRCLE PINES, MN
NARRATIVE: POLICE WERE DISPATCHED TO THE BLOCK OF STARDUST BLVD FOR A MEDICAL. AN ADULT MALE WAS EVALUATED BY ALLINA ON SCENE.

CASE NUMBER: 18184826
CASE DESCRIPTION: INFORMATION
INCIDENT DATE: 7/28/18
INCIDENT LOCATION: 90XX SOUTH SERVICE DR, LEXINGTON, MN
NARRATIVE: POLICE WERE DISPATCHED TO COWBOYS BAR ON A REPORT OF A POSSIBLY DUI. POLICE MADE CONTACT WITH A MALE AND FEMALE INSIDE OF THE BAR. THE MALE AND FEMALE WERE RELEASED TO A SOBER DRIVER.

CASE NUMBER: 18185078
CASE DESCRIPTION: DOMESTIC
INCIDENT DATE: 7/28/18
INCIDENT LOCATION: 71XX PROGRESS RD, CENTERVILLE, MN
NARRATIVE: DOMESTIC
POLICE RESPONDED TO THE 7100 BLOCK OF PROGRESS ROAD ON A MALE/FEMALE DOMESTIC. POLICE ARRIVED AND THE MALE HAD LEFT THE AREA. NO FURTHER ASSISTANCE NEEDED FROM POLICE.
CLEAR

CASE NUMBER: 18185218
CASE DESCRIPTION: ASSIST OTHER AGENCY
INCIDENT DATE: 7/29/18
INCIDENT LOCATION: LINO LAKES, MN
NARRATIVE:

CASE NUMBER: 18184679
CASE DESCRIPTION: DOMESTIC
INCIDENT DATE: 7/28/18
INCIDENT LOCATION: 4XX VILLAGE PKWY, CIRCLE PINES, MN
NARRATIVE: POLICE WERE DISPATCHED TO A PHONE CALL REGARDING A DOMESTIC DISPUTE BETWEEN THE REPORTING PARTIES' DAUGHTER AND STEP-FATHER. POLICE SPOKE WITH BOTH PARTIES INVOLVED AND WORKED OUT A RESOLUTION.

CASE NUMBER: 18184811
CASE DESCRIPTION: THEFT-SHOPLIFTING
INCIDENT DATE: 7/28/18
INCIDENT LOCATION: 3X CENTRAL ST, CIRCLE PINES, MN
NARRATIVE: POLICE WERE DISPATCHED TO THE LIQUOR BARREL IN CIRCLE PINES ON A REPORT OF SHOPLIFTING. THERE ARE NO SUSPECTS AT THIS TIME.

CASE NUMBER: 18186094
CASE DESCRIPTION: MEDICAL
INCIDENT DATE: 7/30/18
INCIDENT LOCATION: 1X WEST GOLDEN LAKE RD, CIRCLE PINES, MN
NARRATIVE: MEDICAL.
OFFICERS WERE DISPATCHED TO THE 10 BLOCK OF WEST GOLDEN LAKE RD FOR AN ADULT FEMALE HAVING A MEDICAL EMERGENCY.
FEMALE WAS CARED FOR ON SCENE BY ALLINA.
CASE CLOSED.

CASE NUMBER: 18186121
CASE DESCRIPTION: CHECK WELFARE
INCIDENT DATE: 7/30/18
INCIDENT LOCATION: 38XX RESTWOOD RD, LEXINGTON, MN
NARRATIVE: WELFARE CHECK.
OFFICERS WERE DISPATCHED TO THE 3800 BLOCK OF RESTWOOD RD TO CHECK THE WELFARE OF AN ADULT FEMALE.
OFFICERS WERE UNABLE TO LOCATE FEMALE.
CASE CLOSED.

CASE NUMBER: 18186301
CASE DESCRIPTION: FIRE
INCIDENT DATE: 7/30/18
INCIDENT LOCATION: 91XX SOUTH SERVICE DR, LEXINGTON, MN
NARRATIVE: FIRE
OFFICERS WERE DISPATCHED TO THE 9100 BLOCK OF SOUTH SERVICE DR ON A DUMPSTER FIRE. OFFICERS LOCATED THE DUMPSTER AND ASSISTED FIRE AS REQUESTED.
CLEAR.

CASE NUMBER: 18186740
CASE DESCRIPTION: SUSPICIOUS ACTIVITY
INCIDENT DATE: 7/30/18
INCIDENT LOCATION: 30 BLOCK PINE DR, CIRCLE PINES, MN
NARRATIVE: SUSPICIOUS ACTIVITY - POSSIBLE MAIL THEFT
POLICE RESPONDED TO THE 30 BLOCK PINE DRIVE ON SUSPICIOUS ACTIVITY. POLICE CHECKED THE AREA FOR POSSIBLE SUSPECTS. NO ONE FOUND. UNKNOWN IF MAIL WAS STOLEN.
CLEAR.

CASE NUMBER: 18186882
CASE DESCRIPTION: HARASSMENT
INCIDENT DATE: 7/31/18
INCIDENT LOCATION: 16XX PELTIER LAKE DR, CENTERVILLE, MN
NARRATIVE: HARASSMENT.
DISPATCHED TO 1600 BLOCK OF PELTIER LK DR ON A HARASSMENT REPORT.
INFORMATION COLLECTED.

Centennial Lakes Police Department

Media Report

8/2/18 through 8/8/18

CASE NUMBER: 18189048
CASE DESCRIPTION: CHECK WELFARE
INCIDENT DATE: 8/2/18
INCIDENT LOCATION: 89XX HAMLIN AVE, LEXINGTON, MN
NARRATIVE: POLICE WERE DISPATCHED TO THE 8900 BLOCK OF HAMLIN AVENUE FOR A WELFARE CHECK. POLICE MADE CONTACT AND SPOKE WITH THE RESIDENTS. NO ISSUES

CASE NUMBER: 18189056
CASE DESCRIPTION: THEFT-BICYCLE
INCIDENT DATE: 8/2/18
INCIDENT LOCATION: CIRCLE PINES, MN
NARRATIVE: POLICE WERE DISPATCHED TO A BICYCLE THEFT FROM MCDONALDS. THE INVESTIGATION IS ACTIVE.

CASE NUMBER: 18189066
CASE DESCRIPTION: VEHICLE- LOCKOUT
INCIDENT DATE: 8/2/18
INCIDENT LOCATION: CIRCLE PINES, MN
NARRATIVE:

CASE NUMBER: 18189525
CASE DESCRIPTION: SUSPICIOUS VEHICLE
INCIDENT DATE: 8/3/18
INCIDENT LOCATION: GRIGGS AVE / WOODLAND RD, LEXINGTON, MN
NARRATIVE: OFFICERS RESPONDED TO THE AREA OF WOODLAND RD AND GRIGGS AVE REGARDING A SUSPICIOUS VEHICLE. THE VEHICLE WAS UNOCCUPIED AND HAD BEEN PARKED THERE FOR A COUPLE OF DAYS. OFFICERS CHALKED THE TIRES.
PENDING

CASE NUMBER: 18189409
CASE DESCRIPTION: DOMESTIC
INCIDENT DATE: 8/2/18
INCIDENT LOCATION: CIRCLE PINE, MN
NARRATIVE: DOMESTIC.
DISPATCHED TO 0 BLOCK OF EAST RD ON A DOMESTIC IN PROGRESS.
SITUATION MEDIATED.

CASE NUMBER: 18189314
CASE DESCRIPTION: CHECK WELFARE
INCIDENT DATE: 8/2/18
INCIDENT LOCATION: LEXINGTON, MN
NARRATIVE: POLICE WERE DISPATCHED TO A DOMESTIC DISTURBANCE. POLICE LEARNED THAT THE FEMALE INVOLVED MAY BE SUICIDAL. POLICE ISSUED A KOPS ALERT CHECK THE WELFARE.

CASE NUMBER: 18190132
CASE DESCRIPTION: VEHICLE- LOCKOUT
INCIDENT DATE: 8/3/18
INCIDENT LOCATION: LEXINGTON, MN
NARRATIVE:

CASE NUMBER: 18189559
CASE DESCRIPTION: MEDICAL
INCIDENT DATE: 8/3/18
INCIDENT LOCATION: 3X VILLAGE PKWY, CIRCLE PINES, MN
NARRATIVE: POLICE ASSISTED AN ADULT FEMALE WITH A MEDICAL EMERGENCY IN THE 30 BLOCK OF VILLAGE PKWY.

CASE NUMBER: 18189630
CASE DESCRIPTION: INFORMATION
INCIDENT DATE: 8/3/18
INCIDENT LOCATION: 93XX SYNDICATE AVE, LEXINGTON, MN
NARRATIVE: POLICE RECEIVED SECONDHAND INFORMATION OF A POSSIBLE DELAYED DOMESTIC ASSAULT. INVOLVED PARTIES HAVE NOT CONTACTED POLICE AT THIS TIME. INFORMATION ONLY.

CASE NUMBER: 18189604
CASE DESCRIPTION: DOMESTIC-VERBAL
INCIDENT DATE: 8/3/18
INCIDENT LOCATION: 2XX HERITAGE LN, CIRCLE PINES, MN
NARRATIVE: POLICE MEDIATED A DISPUTE BETWEEN ROOMMATES IN THE 200 BLOCK OF HERITAGE TRAIL.

CASE NUMBER: 18189716
CASE DESCRIPTION: ACCIDENT-MV PD
INCIDENT DATE: 8/3/18
INCIDENT LOCATION: 3X WEST RD, CIRCLE PINES, MN
NARRATIVE: POLICE SUMMONED TO THE 30 BLOCK OF WEST RD FOR A PROPERTY DAMAGE ACCIDENT. INACTIVE.

CASE NUMBER: 18189931
CASE DESCRIPTION: ASSIST OTHER AGENCY
INCIDENT DATE: 8/3/18
INCIDENT LOCATION: LINO LAKES, MN
NARRATIVE:

CASE NUMBER: 18190644
CASE DESCRIPTION: MEDICAL
INCIDENT DATE: 8/4/18
INCIDENT LOCATION: 19XX 72ND ST, CENTERVILLE, MN
NARRATIVE: POLICE ASSISTED AN ADULT MALE WITH A MEDICAL EMERGENCY IN THE 7200 BLOCK OF 72 STREET.

CASE NUMBER: 18191362
CASE DESCRIPTION: TAMPER WITH MV
INCIDENT DATE: 8/5/18
INCIDENT LOCATION: 89XX SYNDICATE AVE, LEXINGTON, MN
NARRATIVE: POLICE TOOK A PHONE CALL FROM A CITIZEN IN THE 8900 BLOCK OF SYNDICATE REGARDING MOTOR VEHICLE TAMPERING. INACTIVE.

CASE NUMBER: 18191593
CASE DESCRIPTION: INFORMATION
INCIDENT DATE: 8/5/18
INCIDENT LOCATION: 89XX SYNDICATE AVE, LEXINGTON, MN
NARRATIVE: POLICE WERE DISPATCHED TO THE 8900 BLOCK OF SYNDICATE AVENUE FOR RESTRAINING ORDER QUESTIONS. POLICE ADVISED THE CALLER OF THEIR OPTIONS.

CASE NUMBER: 18191890
CASE DESCRIPTION: CIVIL DISPUTE
INCIDENT DATE: 8/5/18
INCIDENT LOCATION: 2XX PINE HOLLOW DR, CIRCLE PINES, MN
NARRATIVE: CIVIL MATTER
POLICE RESPONDED TO THE 200 BLOCK OF PINE HOLLOW DRIVE IN REGARDS TO A DISTURBANCE. POLICE SPOKE TO THE PEOPLE INVOLVED AND THE MATTER WILL BE DEALT WITH CIVILLY.
CLEAR

CASE NUMBER: 18191726
CASE DESCRIPTION: ANIMAL COMPLAINT
INCIDENT DATE: 8/5/18
INCIDENT LOCATION: 73XX BRIAN DR, CENTERVILLE, MN
NARRATIVE: POLICE WERE DISPATCHED TO A DOG ON DOG ATTACK THAT OCCURRED IN THE 1800 BLOCK OF REVOIR ST. POLICE TOOK STATEMENTS FROM BOTH OWNERS AND A CSO WILL FOLLOW UP.

CASE NUMBER: 18192315
CASE DESCRIPTION: MEDICAL
INCIDENT DATE: 8/6/18
INCIDENT LOCATION: 39XX RESTWOOD RD, CIRCLE PINES, MN
NARRATIVE: ON 8/6/2018 AT APPROXIMATELY 1230 HOURS, OFFICERS WERE DISPATCHED TO THE 3900 BLOCK OF RESTWOOD ROAD FOR A BACK INJURY.
TRANSPORTED BY AMBULANCE.
CLEAR.

CASE NUMBER: 18192512
CASE DESCRIPTION: MEDICAL
INCIDENT DATE: 8/6/18
INCIDENT LOCATION: 95XX LEXINGTON AVE, LEXINGTON, MN
NARRATIVE: MEDICAL
OFFICERS WERE DISPATCHED TO THE 9500 BLOCK OF LEXINGTON AVE FOR A MEDICAL EMERGENCY.
FEMALE WAS TRANSPORTED TO THE HOSPITAL VIA AMBULANCE.
CLEAR.

CASE NUMBER: 18192311
CASE DESCRIPTION: MEDICAL
INCIDENT DATE: 8/6/18
INCIDENT LOCATION: CIRCLE PINES, MN
NARRATIVE: EMS WAS SUMMONED TO THE 1ST BLOCK OF SHADY WAY ON THE REPORT OF A MEDICAL EMERGENCY. INACTIVE.

CASE NUMBER: 18192565
CASE DESCRIPTION: DOMESTIC
INCIDENT DATE: 8/6/18
INCIDENT LOCATION: 1X PINE DR, CIRCLE PINES, MN
NARRATIVE: DOMESTIC
OFFICERS WERE DISPATCHED TO A DOMESTIC SITUATION IN THE 10 BLOCK OF PINE DR.
OFFICERS MEDIATED, PARTIES COMPROMISED.
CLEAR.

CASE NUMBER: 18192740
CASE DESCRIPTION: ANIMAL COMPLAINT
INCIDENT DATE: 8/6/18
INCIDENT LOCATION: CIRCLE PINES, MN
NARRATIVE: POLICE WERE DISPATCHED TO THE TEN BLOCK OF GOLDEN LAKE ROAD TO TAKE A REPORT OF A DOG ON DOG ALTERCATION. POLICE MET WITH BOTH PARTIES AND ADVISED.

CASE NUMBER: 18191803
CASE DESCRIPTION: ANIMAL COMPLAINT
INCIDENT DATE: 8/5/18
INCIDENT LOCATION: 1X CENTER RD, CIRCLE PINES, MN
NARRATIVE: POLICE WERE DISPATCHED TO AN ANIMAL COMPLAINT ON CENTER ROAD. POLICE TOOK THE REPORT AND A COMMUNITY SERVICE OFFICER WILL FOLLOW UP.

CASE NUMBER: 18192817
CASE DESCRIPTION: LOST ANIMAL
INCIDENT DATE: 8/6/18
INCIDENT LOCATION: CIRCLE PINES, MN
NARRATIVE: OFFICERS RESPONDED TO THE 0 BLOCK OF EAST RD REGARDING A RUNAWAY ANIMAL. THE ANIMAL WAS NOT FOUND AND A REPORT WAS MADE. PENDING.

CASE NUMBER: 18192260
CASE DESCRIPTION: ACCIDENT-MV HR PD
INCIDENT DATE: 8/6/18
INCIDENT LOCATION: 15XX PELTIER LAKE DR, CENTERVILLE, MN
NARRATIVE: PD ACCIDENT: RESPONDED TO DELAYED HIT AND RUN PD ACCIDENT IN THE 1500 BLOCK OF PELTIER LAKE DRIVE IN CENTERVILLE. UPON ARRIVAL, SUSPECT VEHICLE WAS GONE AND DAMAGE WAS VERY MINIMAL TO A MAILBOX. NO LICENSE PLATE WAS RETRIEVED FROM THE SUSPECT VEHICLE. DAMAGE LOSS ESTIMATED AT \$100.00.

CASE NUMBER: 18192214
CASE DESCRIPTION: ACCIDENT-MV PD
INCIDENT DATE: 8/6/18
INCIDENT LOCATION: LAKE DR / LEXINGTON AVE, LEXINGTON, MN
NARRATIVE: POLICE SUMMONED TO A PROPERTY DAMAGE ACCIDENT AT LEXINGTON AVE AND LAKE DR. INACTIVE.

CASE NUMBER: 18192141
CASE DESCRIPTION: THEFT FROM MOTOR VEHICLE
INCIDENT DATE: 8/6/18
INCIDENT LOCATION: 89XX SYNDICATE AVE, LEXINGTON, MN
NARRATIVE: THEFT: RESPONDED TO PHONE CALL THEFT FROM MOTOR VEHICLE REPORT IN THE 8900 BLOCK OF SYNDICATE AVE IN LEXINGTON. UNKNOWN SUSPECT REMOVED ITEMS FROM UNLOCKED VEHICLE OVER THE WEEKEND. TOTAL LOSS WAS ESTIMATED AT \$1470.00.

**MINUTES
PUBLIC HEARING
&
REGULAR PLANNING COMMISSION MEETING
August 6, 2018 - 6:00 P.M.
9180 Lexington Avenue, Lexington, MN**

1. CALL TO ORDER PUBLIC HEARING #1

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

Vice Chairperson Vanderbloomer called to order the Public Hearing #1 on August 6, 2018 at 6:00 p.m. Commissioners Present: John Bautch, Michelle Koch, and Gloria Murphy. Absent: Thorson. Also present: John Hughes, Councilmember; Bill Petracek, City Administrator; Kurt Glaser, City Attorney; Steve Winter, City Engineer; Chris Janson, Planner; Logan Schmidt, Mike Hudson, Ben Holdmann, Matt Nugent, Mike St. Martin – Dominium Development; Anthony Scholts; Jill and Darin Johnson; Jill Stricker; Duane and Marge Otte.

Public Hearing the purpose of the Public Hearing is to consider a request for two (2) Conditional Use Permits (CUP) for an Automotive Service Station and an Automotive Sales Lot for the following property currently operating as “George’s Texaco” (Property I.D. # 35-31-23-12-0030) Address: 9002 North Hwy Drive , LEXINGTON, MN

Anthony Scholts, Conditional Use Permit Applicant, approached the Commission and stated he’s been wanting to purchase George’s Texaco for many years and wants refurbish it to bring it back to a retro-style like it was many years ago. Discussion ensued.

2. ADJOURNMENT PUBLIC HEARING

Koch made a motion to adjourn public hearing #1 at 6:03 p.m. Bautch seconded the motion. Motion carried 4-0.

3. CALL TO ORDER PUBLIC HEARING #2

- B. Roll Call: Vice Chairperson Vanderbloomer, Commissioners Bautch, Koch, Murphy, and Thorson

Vice Chairperson Vanderbloomer called to order the Public Hearing #2 on August 6, 2018 at 6:03 p.m. Commissioners Present: John Bautch, Michelle Koch, and Gloria Murphy. Absent: Thorson. Also present: John Hughes, Councilmember; Bill Petracek, City Administrator; Kurt Glaser, City Attorney; Steve Winter, City Engineer; Chris Janson, Planner; Logan Schmidt, Mike Hudson, Ben Holdmann, Matt Nugent,

Mike St. Martin – Dominion Development; Anthony Scholtz; Jill and Darin Johnson; Jill Stricker; Duane and Marge Otte.

The purpose of the Public Hearing is to consider a request to rezone the following properties from a B-1 zone to an M-1 zone, formulate a Planned Unit Development (PUD) and Conditional Use Permit (CUP), review of a preliminary plat, and amend the 2030 Comprehensive Plan to accommodate a proposed 180-unit apartment complex: (Property I.D. #26-31-23-41-0065– 4175 Lovell Road, Lexington, MN and Property I..D. # 26-31-23-41-0009 – 9480 Lexington Ave., Lexington, MN.

Mike Hudson, Dominion Development, introduced his team of professionals that would be presenting and answering questions regarding the proposed development project at 4175 Lovell Road. Hudson continued with a power point of the proposed 180-unit project for 4175 Lovell Road. He provided an overview of the need to have a Planned Unit Development for this project to allow some relaxation of the zoning requirements.

Matt Nugent, Dominion, explained the areas that Dominion would need zoning variances to allow this project to move forward – units per acre, height, front setback, rear setback, and parking. He further provided an explanation of the architectural renderings. Hudson provided the rents to be charged for the living units. Discussion ensued.

***Darrin Johnson
9451 Dunlap Ave.
Lexington, MN.***

Mr. Johnson questioned the request to rezone the property from a B-1 to an M-1 Zoning. He explained that it was a serious jump going from a B-1 to M-1 with this development. He also asked about the building set-backs, traffic, buffering, and stormwater runoff. Discussion ensued.

Vanderbloomer explained to Johnson that the Planning Commission has the same questions about traffic, zoning, buffering, etc. He added P & Z would be having more discussions with Dominion and staff about how they will be addressing those concerns later in the meeting. Discussion ensued.

4. ADJOURNMENT PUBLIC HEARING

Murphy made a motion to adjourn public hearing #2 at 6:24 p.m. Koch seconded the motion. Motion carried 4-0.

REGULAR PLANNING COMMISSION MEETING

5. CALL TO ORDER

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

Vice Chairperson Vanderbloomer called to order the Regular Planning Commission meeting on August 6, 2018 at 6:24 p.m. Commissioners Present: John Bautch, Michelle Koch, and Gloria Murphy. Absent: Thorson. Also present: John Hughes, Councilmember; Bill Petracek, City Administrator; Kurt Glaser, City Attorney; Steve Winter, City Engineer; Chris Janson, Planner; Logan Schmidt, Mike Hudson, Ben Holdmann, Matt Nugent, Mike St. Martin – Dominion Development; Anthony Scholtz; Jill and Darin Johnson; Jill Stricker; Duane and Marge Otte.

6. CITIZENS FORUM

No citizens were present to address the Planning Commission on other items not on the agenda.

7. APPROVAL OF AGENDA WITH CHANGES AND CORRECTIONS

Bautch made a motion to approve the agenda as typewritten. Murphy seconded the motion. Motion carried 4-0.

8. LETTERS AND COMMUNICATION

- A. Building Permits for July 2018

No discussion on July 2018 building permits

9. APPROVAL OF PLANNING COMMISSION MINUTES

- A. July 10, 2018

Koch made a motion to approve the July 10, 2018 minutes. Murphy seconded the motion. Motion carried 4-0.

10. DISCUSSION ITEM:

*****Commissioner Thorson arrived at 6:38 p.m.***

- A. Recommend to the City Council to approve a Conditional Use Permit for an Automotive Service Station for lot parcel #35-31-23-12-0030

Items A & B combined legislation.

- B. Recommend to the City Council to approve a Conditional Use Permit for an Automotive Sales for Lot Parcel #35-31-23-12-0030.

Attorney Glaser explained that this is a unique parcel – George’s Texaco – and rehabbing the existing building is about the only way of using the land. He added that parking is going to be an issue due to the size of the lot. Glaser continued by saying the Commission make the recommendation to approve and allow staff to work with Mr. Scholtz to work up an appropriate parking plan. Discussion ensued.

Mr. Scholts stated he is also buying Doug Otte’s property to the north, which is where his towing company is located. He added that he would be putting up a privacy fence around his towing lot. Discussion ensued.

Mr. Scholts will need to provide city staff with a parking plan before final approval of both CUP’s.

A motion was made by Bautch to recommend to the City Council the approval of two (2) Conditional Use Permits for an Automotive Service Station and Automotive Sales contingent upon providing city staff a parking plan. Murphy seconded the motion. Motion carried 5-0.

- C. Recommend to the City Council to approve a Preliminary Plat to combine lots Parcel #'s 26-31-23-41-0065 and 26-31-23-41-0009

Thorson made a motion to recommend to the City Council the approval of a preliminary plat to combine lots Parcel #'s 26-31-23-41-0065 and 26-31-23-41-0009. Murphy seconded the motion. Motion carried 5-0.

- D. Recommend to the City Council to approve a Rezone from a B-1 zone to an M-1 zone for parcel #26-31-23-41-0065 subject to the combination of Parcel #'s 26-31-23-41-0065 and 26-31-23-41-0009

Vandebloomer questioned the need to rezone the Lovell property from a B-1 zone to an M-1 zone.

Mike Hudson, Dominion, responded by saying that they would like flexibility in the future to incorporate a small business into the apartment complex. Attorney Glaser agreed, and explained it is all about providing flexibility to Dominion and their proposed development. Petracek added that originally when Dominion proposed the senior living facility, they were going to have a salon in the building, which would have needed the M-1 flexibility to allow that business to operate. Discussion ensued.

Vandebloomer also questioned the increased traffic congestion with the proposed development. He asked when it would be necessary to do a traffic study to determine if the County would need to make changes to Lovell Road and Lexington Ave. Steve Winter, City Engineer, responded by saying that we could require a traffic study in the Planned Unit Development. Discussion ensued.

The Commission discussed the landscape plan and buffering from residential neighborhood – fence vs. trees. Dominionium stated they would be willing to work with the surrounding property owner’s to determine the best approach to creating a buffer between the residents and the development.

A motion was made by Vanderbloomer to recommend to the City Council to approve a rezone from B-1 zone to and M-1 zone for parcel #26-31-23-41-0065 subject to the combination of Parcel #'s 26-31-23-41-0065 and 26-31-23-41-0009. Koch seconded the motion. Motion carried 5-0.

- E. Recommend to the City Council to approve a Planned Unit Development for parcel #26-31-23-41-0065 subject to the combination of Parcel #'s 26-31-23-41-0065 and 26-31-23-41-0009.

Items E & F combined legislation.

- F. Recommend to the City Council to approve a Conditional Use Permit for parcel #26-31-23-41-0065 subject to the combination of Parcel #'s 26-31-23-41-0065 and 26-31-23-41-0009.

Bautch made a motion to recommend to the City Council to approve a Planned Unit Development (PUD) and Conditional Use Permit (CUP) - based off of the staff memo dated July 18, 2018 from Attorney Glaser - for parcel #26-31-23-41-0065 subject to the combination of Parcel #'s 26-31-23-41-0065 and 26-31-23-41-0009. Thorson seconded the motion. Motion carried 5-0.

- G. Recommend to the City Council to amend the 2030 Comprehensive Plan for the purpose of accommodating a proposed 180 Unit apartment complex for parcel #26-31-23-41-0065 subject to the combination of Parcel #'s 26-31-23-41-0065 and 26-31-23-41-0009

Koch made a motion to recommend to the City Council to amend the 2030 Comprehensive Plan to be guided to an M-1 zone for the purpose of accommodating a proposed 180-unity apartment complex for parcel #26-31-23-41-0065 subject to the combination of Parcel #'s 26-31-23-41-0065 and 26-31-23-41-0009. Bautch seconded the motion. Motion carried 5-0.

- H. Election of Officers
 - 1. Chairperson

A motion was made by Murphy to approve Mark Vanderbloomer as Chairperson of the Planning and Zoning Commission. Koch seconded the motion. Motion carried 4-0. Vanderbloomer abstained.

- 2. Vice Chairperson

A motion was made by Vandebloomer to approve John Bautch as Vice Chairperson of the Planning and Zoning Commission. Murphy seconded the motion. Motion carried 4-0. Bautch abstained.

11. NOTE COUNCIL MINUTES:

A. July 5, 2018

B. July 19, 2018

Some discussion on July 5th and July 19th Council minutes.

12. PLANNING COMMISSION INPUT

Thorson stated that the driveways were repaired on Hamline Ave. Discussion ensued.

13. ADJOURNMENT

Bautch made a motion to adjourn at 7:37 p.m. Murphy seconded the motion. Motion carried 5-0.

**Unapproved minutes
CITY OF LEXINGTON
REGULAR COUNCIL MEETING
AUGUST 2, 2018 – 7:00 P.M.
9180 LEXINGTON AVENUE**

1. **CALL TO ORDER:** – Mayor Kurth
 - A. Roll Call - Council Members: DeVries, Harris, Hughes and Murphy

Mayor Kurth called to order the Regular City Council meeting for August 2, 2018 at 7:00 p.m. Councilmember's present: DeVries, Harris, Hughes, and Murphy. Also Present: Bill Petracek, City Administrator; Gary Grote, Fire Chief; Eric Edwards, Fire Captain; Quad Press reporter.

2. **CITIZENS FORUM**

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

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

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

4. **2017 ANNUAL FIRE REPORT**

Gary Grote, Fire Chief provided an in-depth overview of the 2017 Annual Fire Report. Discussion ensued.

5. **INFORMATIONAL REPORTS:**

- A. Airport (Councilmember Harris) – *No report given*
- B. Cable Commission (Councilmember Murphy) – *No report given.*
- C. City Administrator (Bill Petracek) – *Petracek informed the Council about the public hearing for Lovell Site Redevelopment zoning and land use is to be held August 6th at 6:00 p.m. Discussion ensued.*

Choose a building block.

6. **LETTERS AND COMMUNICATIONS:**

- A. Public Notice – Fire Department Picnic Sunday, August 5, 2018
- B. Council Workshop meeting minutes – July 19, 2018
- C. Centennial Lakes Police Department Media Reports
 - July 12, 2018 – July 18, 2018

- July 19, 2018 – July 25, 2018

No discussion on Letters and Communications.

7. CONSENT ITEMS:

- A. Recommendation to Approve Council Minutes:
Council Meeting – July 19, 2018
- B. Recommendation to Approve Claims and Bills:
Check #'s 13582 through 13582
Check #'s 43734 through 43785
Check #'s 12108 through 12113
Check #'s 12116 through 12137

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

8. ACTION ITEMS:

- A. Recommendation to approve a Policy for Probationary Period for
Inexperienced or Uncertified Firefighter

Chief Grote explained the proposed policy increasing the probationary period and the need to increase it to two-years, instead of 6-months for newly hired, inexperienced/untrained fire fighters. He stated that this length of probation is the norm at other area fire departments. Mayor Kurth asked the officers to go through and update the policies to remove irrelevant policies and add necessary policies. Discussion ensued.

Councilmember Devries made a motion approve a policy for probationary period for inexperienced or uncertified firefighters. Councilmember Harris seconded the motion. Motion carried 5-0.

- B. Recommendation to approve Proclamation Resolution declaring October
as Domestic Violence Awareness Month

Councilmember Harris made a motion to approve a Proclamation Resolution declaring October as Domestic Violence Awareness Month. Councilmember Hughes seconded the motion. Motion carried 5-0.

- C. Recommendation to approve Business License Renewal

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

9. MAYOR AND COUNCIL INPUT

Councilmember Devries discussed Lake Drive and complaints about the construction and the removal of mailboxes on Woodland Ave residents and if they were going to be moved back. Petracek stated he would follow-up with the project manager. Discussion ensued.

Councilmember Murphy discussed the poor condition of the Neighborhood Watch sign at Edith and Aspen Ave. Petracek stated he would check with public works to get it replaced.

10. ADJOURNMENT

Councilmember Hughes made a motion to adjourn at 7:39 p.m. Councilmember Devries seconded the motion. Motion carried 5-0.

CITY OF LEXINGTON

RECOMMEND FOR APPROVAL OF CLAIMS AND BILLS

The following claims and bills have been presented to the Council for approval at the Council Meeting of August 16, 2018.

(1) Payroll

Checks	13583 through	13583	\$	324.32
Vouchers	501306 through	501322	\$	19,271.47

Payroll Taxes

Federal Tax		\$2,527.15		
Social Security		\$3,411.42		
Medicare		\$797.80		
				\$6,736.37
State Tax		\$1,298.73	\$1,298.73	
Total				\$8,035.10

(2) General and Liquor Payment Recommendations:

Checks	43786 through	43839	\$	121,388.76
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(3) ACH and Credit Card Payments for:

ACH Checks:	through		\$	-
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Total Payments and Withdrawals Approval			\$	148,695.33
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Centennial Lakes Police Payment Recommendations:

Checks	12139 through	12144	\$	2,339.73
	12145 through	12149	\$	2,116.84
ACH	201828	201828	\$	47.88
Total Payments			\$	4,504.45

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August 2018

Check Amt Invoice Comment

10100 4M FUND

Paid Chk# 043786 8/16/2018 ALL SEASONS RENTAL

E 101-43100-416	Equipment Rentals	\$101.34	1-58751	EQUIPMENT RENTAL - PW
Total ALL SEASONS RENTAL		\$101.34		

Paid Chk# 043787 8/16/2018 AMAZON

E 101-41500-400	General Maintenance	\$88.39	1XMJ-39PT-M	SUPPLIES - CITY HALL
Total AMAZON		\$88.39		

Paid Chk# 043788 8/16/2018 AMERICAN BOTTLING

E 609-00000-254	Miscellaneous Purchase	\$362.04	3562804638	
Total AMERICAN BOTTLING		\$362.04		

Paid Chk# 043789 8/16/2018 ARTISAN BEER COMPANY

E 609-00000-252	Beer Purchase	\$293.85	3277999	
E 609-00000-252	Beer Purchase	\$309.50	3279653	
Total ARTISAN BEER COMPANY		\$603.35		

Paid Chk# 043790 8/16/2018 BERNICKS BEVERAGES

E 609-00000-252	Beer Purchase	\$368.70	440454	
E 609-00000-252	Beer Purchase	\$256.35	441878	
Total BERNICKS BEVERAGES		\$625.05		

Paid Chk# 043791 8/16/2018 BREAKTHRU BEVERAGE MN

E 609-00000-251	Liquor Purchase	\$1,172.41	1080831446	
E 609-00000-251	Liquor Purchase	\$6,578.39	1080834615	
E 609-00000-254	Miscellaneous Purchase	\$27.70	1080834616	
E 609-00000-253	Wine Purchase	(\$20.00)	2080068296	
E 609-00000-251	Liquor Purchase	(\$79.41)	2080096978	
E 609-00000-251	Liquor Purchase	(\$679.00)	2080096987	
E 609-00000-251	Liquor Purchase	(\$20.00)	2080096991	
E 609-00000-251	Liquor Purchase	(\$34.00)	2080122930	
E 609-00000-253	Wine Purchase	(\$73.45)	2080200601	
E 609-00000-251	Liquor Purchase	(\$322.35)	2080202272	
E 609-00000-254	Miscellaneous Purchase	(\$20.90)	2080202834	
Total BREAKTHRU BEVERAGE MN		\$6,529.39		

Paid Chk# 043792 8/16/2018 CAPITOL BEVERAGE SALES

E 609-00000-252	Beer Purchase	\$4,052.95	2138030	
E 609-00000-252	Beer Purchase	\$8,994.50	2141264	
E 609-00000-252	Beer Purchase	(\$91.05)	2141266	
Total CAPITOL BEVERAGE SALES		\$12,956.40		

Paid Chk# 043793 8/16/2018 CLEAR RIVER BEVERAGE COMPANY

E 609-00000-252	Beer Purchase	\$995.00	101-5602	
Total CLEAR RIVER BEVERAGE COMPANY		\$995.00		

Paid Chk# 043794 8/16/2018 COMCAST

E 609-00000-329	Cable/Internet	\$129.65		8772 10 519 0024097
Total COMCAST		\$129.65		

Paid Chk# 043795 8/16/2018 COMMERCIAL ASPHALT CO

E 101-43100-224	Street Maint Materials	\$56.10	180731	
Total COMMERCIAL ASPHALT CO		\$56.10		

Paid Chk# 043796 8/16/2018 CULLIGAN BOTTLED WATER

E 101-41500-411	Culligan	\$49.31	114X66696309	
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August 2018

			Check Amt	Invoice	Comment
E 101-42260-411	Culligan		\$49.30	114X66696309	
E 609-00000-411	Culligan		\$14.30	114X66873007	
Total CULLIGAN BOTTLED WATER			\$112.91		
Paid Chk# 043797	8/16/2018	DAHLHEIMER DISTRIBUTING			
E 609-00000-252	Beer Purchase		\$13,070.40	1361572	
E 609-00000-252	Beer Purchase		\$7,899.00	182462	
E 609-00000-252	Beer Purchase		\$784.00	183750	
Total DAHLHEIMER DISTRIBUTING			\$21,753.40		
Paid Chk# 043798	8/16/2018	EHLERS INVESTMENT PARTNERS			
E 101-41500-301	Auditing/Acctg Services		\$70.32		JULY 2018 MGMT FEES
Total EHLERS INVESTMENT PARTNERS			\$70.32		
Paid Chk# 043799	8/16/2018	EMERGENCY RESPONSE SOLUTIONS			
E 101-42260-404	Repair Machinery/Equipment		\$997.00	10939	EQUIPMENT MAINTENANCE
Total EMERGENCY RESPONSE SOLUTIONS			\$997.00		
Paid Chk# 043800	8/16/2018	FEDEX / KINKOS			
E 609-00000-340	Advertising		\$55.05	061700007618	SALES POSTERS
Total FEDEX / KINKOS			\$55.05		
Paid Chk# 043801	8/16/2018	FRATTALLONE S HARDWARE			
E 101-45200-400	General Maintenance		\$10.98	064624/G	PESTICIDES - PARKS
Total FRATTALLONE S HARDWARE			\$10.98		
Paid Chk# 043802	8/16/2018	GOPHER STATE ONE CALL			
E 730-00000-228	Gopher State One Call		\$36.45	8070521	JULY 2018 LOCATES
E 770-00000-228	Gopher State One Call		\$36.45	8070521	JULY 2018 LOCATES
Total GOPHER STATE ONE CALL			\$72.90		
Paid Chk# 043803	8/16/2018	GRAPE BEGINNINGS, INC.			
E 609-00000-253	Wine Purchase		\$750.00	MN00043220	
Total GRAPE BEGINNINGS, INC.			\$750.00		
Paid Chk# 043804	8/16/2018	HOHENSTEINS INC			
E 609-00000-252	Beer Purchase		\$1,573.50	977635	
Total HOHENSTEINS INC			\$1,573.50		
Paid Chk# 043805	8/16/2018	HOLIDAY STATIONSTORES			
E 101-43100-212	Gas & Oil		\$124.99		ACCT #012-558-511
E 101-45200-212	Gas & Oil		\$124.99		ACCT #012-558-511
E 651-00000-212	Gas & Oil		\$62.49		ACCT #012-558-511
E 730-00000-212	Gas & Oil		\$156.24		ACCT #012-558-511
E 770-00000-212	Gas & Oil		\$156.28		ACCT #012-558-511
E 101-45200-212	Gas & Oil		\$175.31		
Total HOLIDAY STATIONSTORES			\$800.30		
Paid Chk# 043806	8/16/2018	JERRYS LAWN CARE			
G 101-12400	Special Assess Rec-Pending		\$150.00		9128 JACKSON AVE
Total JERRYS LAWN CARE			\$150.00		
Paid Chk# 043807	8/16/2018	JIMMYS JOHNNYS			
E 101-45200-418	Other Rentals		\$80.50	135509	JULY 2018 TOT PARK RENTALS
Total JIMMYS JOHNNYS			\$80.50		
Paid Chk# 043808	8/16/2018	JJ TAYLOR			

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August 2018

		Check Amt	Invoice	Comment
E 609-00000-252	Beer Purchase	\$27.65	2853099	
E 609-00000-252	Beer Purchase	\$4,743.71	2853109	
E 609-00000-252	Beer Purchase	\$9,983.09	2853135	
Total JJ TAYLOR		\$14,754.45		
<hr/>				
Paid Chk# 043809	8/16/2018	JOHNSON BROTHERS LIQUOR		
E 609-00000-251	Liquor Purchase	\$1,684.84	1057512	
E 609-00000-253	Wine Purchase	\$931.57	1057513	
E 609-00000-251	Liquor Purchase	\$318.03	1061088	
E 609-00000-253	Wine Purchase	\$107.62	1061089	
E 609-00000-251	Liquor Purchase	\$2,554.83	1062682	
E 609-00000-253	Wine Purchase	\$1,530.87	1062683	
E 609-00000-254	Miscellaneous Purchase	\$45.98	1062684	
E 609-00000-254	Miscellaneous Purchase	\$41.84	1062685	
E 609-00000-251	Liquor Purchase	\$694.75	1062686	
E 609-00000-254	Miscellaneous Purchase	\$107.71	1066432	
E 609-00000-253	Wine Purchase	\$66.42	1066433	
E 609-00000-251	Liquor Purchase	\$605.92	1066434	
E 609-00000-251	Liquor Purchase	\$4,010.58	1068164	
E 609-00000-253	Wine Purchase	\$2,360.06	1068165	
E 609-00000-254	Miscellaneous Purchase	\$246.00	1068166	
E 609-00000-251	Liquor Purchase	\$1,808.73	1068167	
E 609-00000-254	Miscellaneous Purchase	(\$6.36)	686948	
Total JOHNSON BROTHERS LIQUOR		\$17,109.39		
<hr/>				
Paid Chk# 043810	8/16/2018	KIRVIDA FIRE		
E 101-42260-404	Repair Machinery/Equipment	\$295.00	7234	ANNUAL PUMP TEST - 2011 PIERCE
E 101-42260-404	Repair Machinery/Equipment	\$457.10	7235	ANNUAL PUMP TEST AND REPAIRS- 2001 KENWORTH
Total KIRVIDA FIRE		\$752.10		
<hr/>				
Paid Chk# 043811	8/16/2018	M AMUNDSON LLP		
E 609-00000-256	Tobacco Products For Resale	\$2,537.83	262644	
E 609-00000-256	Tobacco Products For Resale	\$5,908.01	263121	
Total M AMUNDSON LLP		\$8,445.84		
<hr/>				
Paid Chk# 043812	8/16/2018	MET COUNCIL - WASTEWATER		
E 770-00000-389	MWCC Charges	\$9,335.04	0001085631	SEPT 2018 SEWER CHARGES
Total MET COUNCIL - WASTEWATER		\$9,335.04		
<hr/>				
Paid Chk# 043813	8/16/2018	METERING & TECH SOLUTIONS		
E 730-00000-404	Repair Machinery/Equipment	\$3,360.00	12211	WATER METER READERS
E 730-00000-404	Repair Machinery/Equipment	\$2,347.00	12214	WATER METER - EPHESIANS
Total METERING & TECH SOLUTIONS		\$5,707.00		
<hr/>				
Paid Chk# 043814	8/16/2018	MG KARATE INSTITUTE		
G 220-20800	Security Deposits	\$685.00		DEPOSIT REFUND
Total MG KARATE INSTITUTE		\$685.00		
<hr/>				
Paid Chk# 043815	8/16/2018	MIDAMERICA ADMINISTRATIVE		
G 101-21716	Other Retirement	\$150.00		AUG 2018 EMPLOYEE CONTRIBUTIONS
Total MIDAMERICA ADMINISTRATIVE		\$150.00		
<hr/>				
Paid Chk# 043816	8/16/2018	MINNESOTA EQUIPMENT		
E 101-45200-404	Repair Machinery/Equipment	(\$42.53)		PARTS - PARKS
E 101-45200-404	Repair Machinery/Equipment	\$313.72	P78686	PARTS - PARKS

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August 2018

			Check Amt	Invoice	Comment
Total MINNESOTA EQUIPMENT			\$271.19		
Paid Chk#	043817	8/16/2018	MKL SERVICES, LLC		
E 220-46000-230	Contracted Services		\$132.00	08162018	WEEK ENDING 08/04/18
E 220-46000-230	Contracted Services		\$132.00	08162018	WEEK ENDING 08/11/18
Total MKL SERVICES, LLC			\$264.00		
Paid Chk#	043818	8/16/2018	MN FIRE CERTIFICATION BOARD		
E 101-42260-208	Training and Instruction		\$1,020.00	5892	EXAMS - FIRE DEPT
Total MN FIRE CERTIFICATION BOARD			\$1,020.00		
Paid Chk#	043819	8/16/2018	MN MUNICIPAL BEVERAGE ASSOC		
E 609-00000-433	Dues and Subscriptions		\$1,350.00		2018-2019 MEMBERSHIP
G 609-15500	Prepaid Items		\$1,350.00		2018-2019 MEMBERSHIP
Total MN MUNICIPAL BEVERAGE ASSOC			\$2,700.00		
Paid Chk#	043820	8/16/2018	MUNICIPAL EMERGENCY SERVICES		
E 101-42260-229	Turn Out Gear		\$371.94	IN1246799	PROTECTIVE GEAR - FIRE DEPT
Total MUNICIPAL EMERGENCY SERVICES			\$371.94		
Paid Chk#	043821	8/16/2018	ORKIN PEST CONTROL		
E 220-47000-230	Contracted Services		\$112.80	171460028	
E 220-47000-230	Contracted Services		\$113.66	175268646	
Total ORKIN PEST CONTROL			\$226.46		
Paid Chk#	043822	8/16/2018	OTTER LAKE ANIMAL CARE CENTER		
E 101-42700-230	Contracted Services		\$145.00	185914	
Total OTTER LAKE ANIMAL CARE CENTER			\$145.00		
Paid Chk#	043823	8/16/2018	OXYGEN SERVICE COMPANY		
E 101-42260-210	Operating Supplies		\$142.60	03412349	
Total OXYGEN SERVICE COMPANY			\$142.60		
Paid Chk#	043824	8/16/2018	PACE ANALYTICAL		
E 730-00000-306	Water Testing		\$50.00	18100224731	WATER TEST FEE
E 730-00000-306	Water Testing		\$50.00	18100225148	WATER TEST FEE
Total PACE ANALYTICAL			\$100.00		
Paid Chk#	043825	8/16/2018	PAUSTIS & SONS		
E 609-00000-253	Wine Purchase		\$723.50	18596	
Total PAUSTIS & SONS			\$723.50		
Paid Chk#	043826	8/16/2018	PHILLIPS WINE AND SPIRITS INC		
E 609-00000-253	Wine Purchase		\$139.61	2392946	
E 609-00000-253	Wine Purchase		\$27.21	2392947	
E 609-00000-251	Liquor Purchase		\$438.29	2393953	
E 609-00000-253	Wine Purchase		\$730.89	2393954	
E 609-00000-251	Liquor Purchase		\$118.21	2396694	
E 609-00000-253	Wine Purchase		\$941.05	2396695	
E 609-00000-251	Liquor Purchase		\$213.87	2397755	
E 609-00000-253	Wine Purchase		\$97.21	2397756	
Total PHILLIPS WINE AND SPIRITS INC			\$2,706.34		
Paid Chk#	043827	8/16/2018	PITNEY BOWES		
E 101-43500-322	Postage		\$366.38		POSTAGE - REPLACE #043716
E 101-41500-322	Postage		\$83.74		POSTAGE - REPLACE #043716
E 101-42260-322	Postage		\$31.40		POSTAGE - REPLACE #043716

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August 2018

			Check Amt	Invoice	Comment
E 220-41500-322	Postage		\$52.36		POSTAGE - REPLACE #043716
E 609-00000-322	Postage		\$157.02		POSTAGE - REPLACE #043716
E 651-00000-322	Postage		\$41.87		POSTAGE - REPLACE #043716
E 730-00000-322	Postage		\$157.02		POSTAGE - REPLACE #043716
E 770-00000-322	Postage		\$157.02		POSTAGE - REPLACE #043716
Total PITNEY BOWES			\$1,046.81		
<hr/>					
Paid Chk# 043828	8/16/2018	POPP COMMUNICATIONS			
E 101-43100-321	Telephone		\$5.93	992501365	TELEPHONE SERVICE
E 101-45200-321	Telephone		\$5.93	992501365	TELEPHONE SERVICE
E 651-00000-321	Telephone		\$1.79	992501365	TELEPHONE SERVICE
E 730-00000-321	Telephone		\$8.00	992501365	TELEPHONE SERVICE
E 770-00000-321	Telephone		\$8.00	992501365	TELEPHONE SERVICE
E 101-41500-321	Telephone		\$340.39	992501365	TELEPHONE SERVICE
E 609-00000-321	Telephone		\$31.63	992501365	TELEPHONE SERVICE
Total POPP COMMUNICATIONS			\$401.67		
<hr/>					
Paid Chk# 043829	8/16/2018	PRESS PUBLICATIONS			
E 101-41500-351	Legal Notices Publishing		\$72.96	599847	PUBLIC HEARING NOTICE
E 101-41500-351	Legal Notices Publishing		\$82.08	599848	PUBLIC HEARING NOTICE
Total PRESS PUBLICATIONS			\$155.04		
<hr/>					
Paid Chk# 043830	8/16/2018	PRO-TEC DESIGN, INC.			
E 101-45200-400	General Maintenance		\$220.00	85276	SERVICE - PARK CAMERA
Total PRO-TEC DESIGN, INC.			\$220.00		
<hr/>					
Paid Chk# 043831	8/16/2018	ROMAN, STEVE AND ANNE			
G 220-20800	Security Deposits		\$500.00		DEPOSIT REFUND
Total ROMAN, STEVE AND ANNE			\$500.00		
<hr/>					
Paid Chk# 043832	8/16/2018	ROSEVILLE, CITY OF			
E 101-41900-230	Contracted Services		\$26.00	0224821	ADOBE SUBSCRIPTION
Total ROSEVILLE, CITY OF			\$26.00		
<hr/>					
Paid Chk# 043833	8/16/2018	SCHILLING, SHANE			
G 220-20800	Security Deposits		\$250.00		DEPOSIT REFUND
Total SCHILLING, SHANE			\$250.00		
<hr/>					
Paid Chk# 043834	8/16/2018	SHAMROCK GROUP, INC.			
E 609-00000-257	Ice For Resale		\$219.94	2260786	
E 609-00000-257	Ice For Resale		\$253.33	2265360	
Total SHAMROCK GROUP, INC.			\$473.27		
<hr/>					
Paid Chk# 043835	8/16/2018	SOUTHERN GLAZERS OF MN			
E 609-00000-251	Liquor Purchase		\$1,106.92	1707762	
E 609-00000-254	Miscellaneous Purchase		\$60.56	1707763	
E 609-00000-253	Wine Purchase		\$313.68	1710423	
E 609-00000-251	Liquor Purchase		\$911.87	1710424	
E 609-00000-251	Liquor Purchase		(\$60.00)	9148755	
Total SOUTHERN GLAZERS OF MN			\$2,333.03		
<hr/>					
Paid Chk# 043836	8/16/2018	ST PAUL STAMPS WORKS			
E 101-41500-430	Miscellaneous		\$105.75	417790	PLAQUE
Total ST PAUL STAMPS WORKS			\$105.75		
<hr/>					
Paid Chk# 043837	8/16/2018	STREET FLEET			
E 101-41500-322	Postage		\$71.41	425792	COURIER SERVICE

***Check Detail Register©**

August 2018

			Check Amt	Invoice	Comment
	Total	STREET FLEET	\$71.41		
Paid Chk#	043838	8/16/2018			TKO WINES INC
	E 609-00000-253	Wine Purchase	\$638.40	7352	
	Total	TKO WINES INC	\$638.40		
Paid Chk#	043839	8/16/2018			WINE MERCHANTS
	E 609-00000-253	Wine Purchase	\$411.05	7190192	
	E 609-00000-253	Wine Purchase	\$272.91	7192874	
	Total	WINE MERCHANTS	\$683.96		
	10100	4M FUND	\$121,388.76		

Fund Summary

10100 4M FUND	
101 GENERAL FUND	\$6,343.33
220 LOVELL BUILDING	\$1,977.82
609 MUNICIPAL LIQUOR FUND	\$97,103.96
651 STORM WATER FUND	\$106.15
730 WATER FUND	\$6,164.71
770 SEWER FUND	\$9,692.79
	<hr/>
	\$121,388.76

Report Criteria:
Report type: Summary

GL Period	Check Issue Date	Ck No	Payee	Description	Check Amount
08/18	08/03/2018	12139	ASPEN MILLS, INC	UNIFORM SHIRTS/BADGES	751.34
08/18	08/03/2018	12140	CITY OF CIRCLE PINES	REIMB BLDG MTC ITEMS CHGD CITY	20.73
08/18	08/03/2018	12141	EMERGENCY AUTO TECH ,INC	REPAIR 2016 FORD SUV	90.50
08/18	08/03/2018	12142	QUILL CORPORATION	OFFICE SUPPLIES	598.33
08/18	08/03/2018	12143	SHRED-N-GO, INC	SHREDDING SERVICE	48.83
08/18	08/03/2018	12144	TITAN ENERGY SYSTEMS, INC	GENERATOR ANNUAL SERVICE	830.00
07/18	07/31/2018	201828	U S BANK	VISA EFT-DOMAIN HOSTING	47.88
Grand Totals:					<u>2,387.61</u>

Report Criteria:
Report type: Summary

GL Period	Check Issue Date	Ck No	Payee	Description	Check Amount
08/18	08/10/2018	12145	KATHY HONKOMP	AWARDS/TROPHIES	.00 V
08/18	08/06/2018	12146	MN POLICE AND PEACE	PA SEMINAR EMERGING CHALLENGE	125.00
08/18	08/09/2018	12147	COVERALL OF THE TWIN CITIES INC	AUGUST CLEANING SERVICE	780.00
08/18	08/09/2018	12148	LOFFLER COMPANIES	TONER	120.00
08/18	08/09/2018	12149	VERIZON WIRELESS	INTERNET ACCESS	1,091.84
Grand Totals:					<u>2,116.84</u>

M = Manual Check, V = Void Check

DATE 8-8-18

RENTAL DEPOSIT RETURN AUTHORIZATION

Suite # 108

Tenant Shere Schelling

Amount of Deposit 250.⁰⁰

Amount Authorized For Refund 250.⁰⁰

Authorized by Dr Vincent Date 8-8-18

Refund Check # _____ Amount _____ Check Date _____

DATE 8-9-18

RENTAL DEPOSIT RETURN AUTHORIZATION

Suite # 100

Tenant Steve Roman

Amount of Deposit 500⁰⁰

Amount Authorized For Refund 500⁰⁰

Authorized by Mary Finzer Date 8-9-18

Refund Check # _____ Amount _____ Check Date _____

DATE 8-8-16

RENTAL DEPOSIT RETURN AUTHORIZATION

Suite # 129

Tenant Michael Grothe (Martial Arts Academy)

Amount of Deposit 685⁰⁰

Amount Authorized For Refund 685⁰⁰

Authorized by M Venzant Date 8-31-18

Refund Check # _____ Amount _____ Check Date _____

BUSINESS LICENSE - COUNCIL APPROVAL - August 2, 2018

BUSINESS LICENSE APPLICATIONS						
NAME OF BUSINESS	BUSINESS ADDRESS	CITY	ST.	ZIP	DESCRIPTION OF BUSINESS	
Waste Management of Minnesota	10050 Naples St NE	Blaine	MN	55449	Solid Waste Hauler	
RES Pyro	21595 286th Street	Belle Plaine	MN	50611	Fireworks / Lexington Fall Fest	

**EXTRACT OF MINUTES OF MEETING
OF THE CITY COUNCIL OF THE
CITY OF LEXINGTON, MINNESOTA**

HELD: AUGUST 16, 2018

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Lexington, Wright County, Minnesota, was duly called and held at the Lexington City Hall, in said City on the 16th day of August, 2018, at 7:00 o'clock p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 18-16

**RESOLUTION AUTHORIZING EXECUTION
OF A DEVELOPMENT AGREEMENT**

A. WHEREAS, Lexington Leased Housing Associates I, LLLP (the "Developer") has requested the City of Lexington, Minnesota (the "City") to assist with the financing of certain costs incurred in connection with the construction of a 180-unit multi-family housing facility in the City by the Developer (the "Project"); and

B. WHEREAS, the Developer and the City have determined to enter into a Development Agreement providing for the City's tax increment financing assistance for the Project (the "Development Agreement").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lexington, Minnesota, as follows:

1. The City Council hereby approves the Development Agreement in substantially the form submitted, and the Mayor and the City Administrator are hereby authorized and directed to execute the Development Agreement on behalf of the City.

2. The approval hereby given to the Development Agreement includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City officials authorized by this resolution to execute the Development Agreement. The execution of the Development Agreement by the appropriate officer or officers of the City shall be conclusive evidence of the approval of the Development Agreement in accordance with the terms hereof.

The motion for adoption of the foregoing resolution was duly seconded by member _____ and, after full discussion thereof, and upon a vote being taken thereof, the following voted in favor thereof:

and the following voted against same:

Adopted this 16th day of August, 2018.

Mayor

Attest: _____
City Administrator

STATE OF MINNESOTA
COUNTY OF WRIGHT
CITY OF LEXINGTON

I, the undersigned, being the duly qualified and acting City Administrator of the City of Lexington, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes with the original minutes of a meeting of the City Council of the City held on the date therein indicated, which are on file and of record in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to a Resolution Authorizing Execution of a Development Agreement.

WITNESS my hand as such City Administrator of the City Council of the City of Lexington, Minnesota this 16th day of August, 2018.

City Administrator

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF LEXINGTON, MINNESOTA

AND

LEXINGTON LEASED HOUSING ASSOCIATES I, LLLP

This document drafted by:

BRIGGS AND MORGAN
Professional Association
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402

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DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the 1st day of October, 2018, by and between the City of Lexington, Minnesota (the "City"), a municipal corporation existing under the laws of the State of Minnesota and Lexington Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership (the "Developer").

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 to 469.133, the City has heretofore established Development District No. 1 (the "Development District") and has adopted a development program therefor (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "Tax Increment Act"), the City has heretofore established, within the Development District, Tax Increment Financing District No. 1-3 (the "Tax Increment District") and has adopted a tax increment financing plan therefor (the "Tax Increment Plan") which provides for the use of tax increment financing in connection with certain development within the Development District; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted. And

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement pursuant to an exemption for housing.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Assessment Agreement means the agreement, in substantially the form of the agreement contained in Exhibit E attached hereto and hereby made a part of this Agreement, among the Developer, the City and the Assessor for the County, entered into pursuant to Article III of this Agreement;

Assessor's Minimum Market Value means the agreed minimum market value of the Development Property and Project and for calculation of real property taxes as determined by the Assessor for the County pursuant to the Assessment Agreement;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Lexington, Minnesota;

Compliance Certificate means the Compliance Certificate in substantially the form attached hereto as Exhibit D;

County means Anoka County, Minnesota;

Developer means Lexington Leased Housing Associates I, LLLP, its successors and assigns;

Development District means Development District No. 1, including the real property described in the Development Program;

Development Program means the development program approved in connection with the Development District;

Development Property means the real property described in Exhibit A attached to this Agreement;

Event of Default means any of the events described in Section 4.1 hereof;

Land Use Agreement means the Development & Subdivision Agreement for _____ dated as of _____, 20__ by and between the City and the Developer.

Legal and Administrative Expenses means the fees and expenses incurred by the City in connection with the preparation of the purchase agreement for the sale of the Development

Property, the Land Use Agreement, the establishment of the Tax Increment District and the preparation of this Agreement and the issuance of the TIF Note;

Note Payment Date means August 1, 2021, and each February 1 and August 1 of each year thereafter to and including February 1, 2036; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank National Association in St. Paul, Minnesota, as its "reference rate" or any successor rate, which rate shall change as and when that prime rate or successor rate changes;

Project means the construction of a 180-unit multi-family housing facility by the Developer on the Development Property;

Site Improvements means the site improvements to be undertaken on the Development Property as identified on Exhibit C attached hereto;

State means the State of Minnesota;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing District No. 1-3 located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, which was qualified as a housing district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on February 1, 2018, and any future amendments thereto;

Tax Increments means 90% of the tax increments derived from the Development Property which have been received and retained by the City in accordance with the provisions of Minnesota Statutes, Section 469.177;

Termination Date means the earlier of (i) February 1, 2036, (ii) the date the TIF Note is paid in full, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms; and

TIF Note means the Tax Increment Revenue Note (Landings at Lexington) to be executed by the City and delivered to the Developer pursuant to Article III hereof, the form of which is attached hereto as Exhibit B.

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, delays in delivery of materials for the construction of the Project, the soil conditions of the Development Property, litigation commenced by third parties which, by injunction or other similar judicial action or by

the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) Based on the representations made by the Developer set forth in Section 3.4, the Tax Increment District is a "housing district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 11, and was created, adopted and approved in accordance with the terms of the Tax Increment Act.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.

(4) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for acquisition of the Development Property and a portion of the costs of the construction of Site Improvements incurred in connection with the Project as further provided in this Agreement.

(5) The City makes no representation or warranty, either expressed or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability limited partnership and has the power and authority to enter into this Agreement and to perform its obligations hereunder, and doing so will not violate its certificate of limited partnership, limited partnership agreement, or the laws of the State and by proper action has authorized the execution and delivery of this Agreement.

(2) The Developer shall cause the Project to be constructed in accordance with the terms of this Agreement, the Development Program, the Land Use Agreement, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not have been or be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(4) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the balance of the Project may be lawfully constructed.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(6) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Project.

(7) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(8) The construction of the Project shall commence no later than December 1, 2018 and barring Unavoidable Delays, the Project will be substantially completed by December 31, 2020.

(9) The Developer acknowledges that Tax Increment projections contained in the Tax Increment Financing Plan are estimates only and the Developer acknowledges that it shall place no reliance on the amount of projected Tax Increments and the sufficiency of such Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property and the construction of the Site Improvements as provided in Article III.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Project, Development Property, Site Improvements and Legal and Administrative Expenses.

(1) The parties agree that the acquisition of the Development Property and the installation of the Site Improvements are essential to the successful completion of the Project. The costs of the Development Property and Site Improvements shall be paid by the Developer. The City shall reimburse the Developer for the lesser of (a) \$1,877,000, or (b) the actual costs of acquisition of the Development Property and the construction of the Site Improvements actually incurred and paid by the Developer (the "Reimbursement Amount") as further provided in Section 3.3 hereof.

(2) The Developer shall pay all Legal and Administrative Expenses not to exceed \$50,000 within 15 days of the City's submission of the Legal and Administrative Expenses to the Developer.

Section 3.2 Limitations on Undertaking of the City. Notwithstanding the provisions of Section 3.1, the City shall have no obligation to the Developer under this Agreement to reimburse the Developer for the Reimbursement Amount, if the City, at the time or times such payment is to be made is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured.

Section 3.3 Reimbursement: TIF Note. The City shall reimburse the payments made by the Developer under Section 3.1 for costs of the acquisition of the Development Property and the construction of Site Improvements through the issuance of the City's TIF Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions:

(1) The TIF Note shall be dated and delivered as of execution of this Agreement. The Developer shall submit paid invoices for the costs of the construction of the Site Improvements and a settlement statement or other evidence of payment of the costs of the Development Property in an amount not less than the Reimbursement Amount.

(2) The TIF Note shall be deemed validly issued and the unpaid principal of the TIF Note shall bear simple non-compounding interest from the date that the City has determined the paid invoices are in compliance with the terms of the Development Agreement, at the lower of 5.3% per annum or the Developer's interest rate on the Project financing as determined by the City's municipal advisor. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

(3) The principal amount of the TIF Note and the interest thereon shall be payable solely from the Tax Increments.

(4) On each Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the principal and interest outstanding on the TIF Note, any Tax

Increments received by the City during the preceding six (6) months. All such payments shall be applied first to accrued interest and then to reduce the principal of the TIF Note.

(5) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal and interest on the TIF Note. If, on any Note Payment Date, the Tax Increments for the payment of the accrued and unpaid interest on the TIF Note are insufficient for such purposes, the difference shall be carried forward, without interest accruing thereon, and shall be paid if and to the extent that on a future Note Payment Date there are Tax Increments in excess of the amounts needed to pay the accrued interest then due on the TIF Note.

(6) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirement that (A) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement and (B) this Agreement shall not have been rescinded pursuant to Section 4.2.

(7) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.3, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

Section 3.4 Compliance with Low and Moderate Income Requirements.

(1) The City and the Developer understand and agree that the Tax Increment District will constitute a "housing district" under Section 469.174, Subd. 11 of the Tax Increment Act. Accordingly, in compliance with Section 469.1761, Subd. 3 of the Tax Increment Act, the Developer agrees that the Project must satisfy, or be treated as satisfying, the income requirements for a qualified residential rental project as defined in Section 142(d) of the Internal Revenue Code. The parties further agree that no more than 20% of the square footage of the Project may consist of commercial, retail, or other nonresidential uses. The Developer must meet the above requirements as follows:

(A) At least 40% of the residential units in the Project must be occupied or available for occupancy by persons whose incomes do not exceed 60% of the County median income; and

(B) The limits described in clause (A) must be satisfied commencing with the date on which at least 10% of the units in the Project are occupied and continuing through the Termination Date. Income for occupants of units described in clause (A) shall be adjusted for family size in accordance with Section 142(d) of the Internal Revenue Code and related regulations.

(2) On or before January 1 and July 1 commencing on the January 1 or July 1 first following the issuance of the certificate of completion for the Project, the Developer shall provide a report to the City evidencing that the Developer complied with the income and affordability covenants set forth in Section 3.4 hereof during the previous six (6) month period.

The income and affordability reporting shall be on the form entitled "Tenant Income Certification" from the Minnesota Housing Finance Agency (MHFA HTC Form 14), or if unavailable, any similar form. The City may require the Developer to provide additional information reasonably necessary to assess the accuracy of such certification. The Developer shall send Tenant Income Certifications to the City until the TIF District is decertified. If the Developer fails to provide the annual reporting required under this Section, the City may withhold payments under the TIF Note or exercise other remedies as provided in Section 4.2. In determining compliance with this Section, the Developer must use the County median incomes for the year in which the payment is due on the TIF Note, as promulgated by the Minnesota Housing Finance Agency based on the area median incomes established by the United States Department of Housing and Urban Development.

Section 3.5 Execution of Assessment Agreement. Simultaneously with the execution of this Agreement, the Developer and the City shall execute an Assessment Agreement pursuant to the provisions of Minnesota Statutes, Section 469.177, Subdivision 8, specifying the Assessor's Minimum Market Value for the Development Property and the Project for calculation of real property taxes. Specifically, the Developer shall agree to a market value for the Development Property and the Project which will result in a market value as of January 2, 2020 of not less than \$21,600,000 until December 31, 2046 (such minimum market value at the time applicable is herein referred to as the "Assessor's Minimum Market Value"). Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign a market value to the property in excess of such Assessor's Minimum Market Value. The Assessment Agreement shall remain in effect until December 31, 2046. The Assessment Agreement shall be certified by the Assessor for the County as provided in Minnesota Statutes, Section 469.177, Subdivision 8, upon a finding by the Assessor that the Assessor's Minimum Market Value represents a reasonable estimate based upon the plans and specifications for the Project to be constructed on the Development Property and the market value previously assigned to the Development Property. Pursuant to Minnesota Statutes, Section 469.177, Subdivision 8, the Assessment Agreement shall be filed for record in the office of the county recorder or registrar of titles of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage recorded against the Development Property.

Section 3.6 Real Property Taxes. Prior to the Termination Date, the Developer shall pay all real property taxes payable with respect to all and any parts of the Development Property acquired and owned by it until the Developer's obligations have been assumed by any other person or entity pursuant to the provisions of this Agreement or title to the Development Property is vested in another person.

The Developer agrees that prior to the Termination Date:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with

respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Development Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.181, or any other State or federal law, of the ad valorem property taxation of the Development Property between the date of execution of this Agreement and the Termination Date.

Notwithstanding the foregoing, nothing in this Section 3.6 shall be interpreted to limit the Developer's rights under Section 3.7

Section 3.7 Action to Reduce Taxes. If the market value for the Development Property is greater than the Assessor's Minimum Market Value, the Developer may seek through petition or other means to have the market value for the Development Property reduced. Until the TIF Note is fully paid, such activity must be preceded by written notice from the Developer to the City indicating its intention to do so. Upon receiving such notice, or otherwise learning of the Developer's intentions, the City may suspend payments due under the TIF Note until the actual amount of the reduction is determined, whereupon the City will make the suspended payments less any amount that the City is required to repay the County as a result any reduction in market value of the Development Property. During the period that the payments are subject to suspension, the City may make partial payments on the TIF Note if it determines, in its sole and absolute discretion that the amount retained will be sufficient to cover any repayment which the County may require. The City's suspension of payments on the TIF Note pursuant to this Section shall not be considered a default under this Agreement.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes assessed, special assessments or other City charges with respect to the Development Property when due and payable.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement or the Land Use Agreement.

(3) Failure of the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement and the Land Use Agreement.

(4) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(5) If the Developer shall:

(A) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(B) make an assignment for the benefit of its creditors; or

(C) admit in writing its inability to pay its debts generally as they become due;
or

(D) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has thirty (30)

days within which to cure said Event of Default. If the Event of Default has not been cured within said thirty (30) days:

(1) The City may suspend its performance under this Agreement and the TIF Note until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure the Event of Default and continue its performance under this Agreement, and no interest shall accrue on the Note while performance is suspended in accordance with this Section 4.2.

(2) The City may cancel and rescind the Agreement and the TIF Note.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Indemnification of City.

(1) The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the Indemnified Parties that are not contemplated by this Agreement.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now

and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Developer operating the Project so that the Tax Increment District does not qualify or ceases to qualify as a "housing district" under Section 469.174, Subdivision 11, of the Act or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4d.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

(4) The City shall have no responsibilities related to costs or services related to any relocation that may be provided or required to businesses located within the Development Property as a result of the Project

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1 Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that during the term of this Agreement the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a multi-family housing facility and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 5.2 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 5.3 Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.4 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Developer is addressed to or delivered personally to:

Lexington Leased Housing Associates I, LLLP
Attention: Ryan Lunderby
2905 Northwest Blvd Suite 150
Plymouth, MN 55441

with a copy to:

Winthrop & Weinstine, P.A.
Attention: John Stern and Scott Jahnke
225 South Sixth St., Suite 3500
Minneapolis, MN 55402

(2) in the case of the City is addressed to or delivered personally to the City at:

City of Lexington, Minnesota
Attention: City Administrator
9180 Lexington Avenue
Lexington, MN 55014

with a copy to:

Briggs and Morgan, P.A.
Attention: Mary Ippel
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 5.7 Expiration. This Agreement shall expire on the Termination Date.

Section 5.8 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof. Section 3.4 shall survive any rescission, termination or expiration of this Agreement.

Section 5.9 Assignability of Agreement. This Agreement may be assigned only with the consent of the City which consent shall not be unreasonably withheld. The TIF Note may only be assigned pursuant to the terms of the TIF Note.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and its seal to be hereunto duly affixed, and the Developer has caused this Agreement to be duly executed on its behalf, on or as of the date first above written.

CITY OF LEXINGTON, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

This is a signature page to the Development Agreement by and between the City of Lexington and Lexington Leased Housing Associates I, LLLP.

LEXINGTON LEASED HOUSING
ASSOCIATES I, LLLP, a Minnesota limited
liability limited partnership

By: Lexington Leased Housing Associates I, LLC
Its: General Partner

By: _____
Name: Ryan J. Lunderby
Its: Vice President

This is a signature page to the Development Agreement by and between the City of Lexington and Lexington Leased Housing Associates I, LLLP.

EXHIBIT A

DESCRIPTION OF DEVELOPMENT PROPERTY

Property located in the City of Lexington, Anoka County, Minnesota with the following parcel identification numbers and/or legal description:

Lot 1, Block 1, Landings at Lexington.

Anoka County, Minnesota
Torrens property

EXHIBIT B

FORM OF TIF NOTE

No. R-1

\$ _____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ANOKA
CITY OF LEXINGTON

TAX INCREMENT REVENUE NOTE
(LANDINGS AT LEXINGTON)

The City of Lexington, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to Lexington Leased Housing Associates I, LLLP, or its registered assigns (the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$1,877,000 as provided in that certain Development Agreement, dated as of October 1, 2018, as the same may be amended from time to time (the "Development Agreement"), by and between the City and the Developer. This Note shall be deemed validly issued and the unpaid principal amount hereof shall bear interest from the date that the Developer has submitted to the City and the City has determined that the closing statement, purchase agreement, and paid invoices in the amount of the Reimbursement Amount (as defined in the Development Agreement) are in compliance with the terms of the Development Agreement at the simple non-compounded rate of _____ percent (___%) per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on August 1, 2021, and on each February 1 and August 1 thereafter to and including February 1, 2036, or, if the first should not be a Business Day (as defined in the Development Agreement) the next succeeding Business Day (the "Payment Dates"). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the sum of the Tax Increments (hereinafter defined) received by the City during the six (6) month period preceding such Payment Date. All payments made by the City under this Note shall first be applied to accrued interest and then to principal.

The Payment Amounts due hereon shall be payable solely from 90% of the tax increments (the "Tax Increments") from the Development Property (as defined in the Development Agreement) within the City's Tax Increment Financing District No. 1-3 (the "Tax Increment District") within its Development District No. 1 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of no further force and effect following the last Payment Date defined above, on any date upon which the City shall have terminated the Development Agreement under Section 4.2(2) thereof, the date the Tax Increment District expires, or on the date that all principal and interest payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, expressed or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects to cancel and rescind the Development Agreement pursuant to Section 4.2 of the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Section 3.3 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note is subject to prepayment in immediately available funds on any date at the option of the City, in whole or in part and without penalty.

This Note may be assigned only with the consent of the City which consent shall not be unreasonably withheld. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional, statutory or charter limitation thereon.

IN WITNESS WHEREOF, City of Lexington, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Administrator and has caused this Note to be issued dated _____, 20__.

City Administrator

Mayor

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note, as originally delivered on _____, 20__, was on said date registered in the name of Lexington Leased Housing Associates I, LLLP, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

<u>NAME AND ADDRESS OF REGISTERED OWNERS</u>	<u>DATE OF REGISTRATION</u>	<u>SIGNATURE OF CITY ADMINISTRATOR</u>
Lexington Leased Housing Associates I, LLLP 2905 Northwest Blvd #150 Plymouth, MN 55441 _____ _____ _____ _____ _____ _____ _____ _____	_____, 20__ _____, 20__ _____, 20__ _____, 20__	_____ _____ _____ _____

EXHIBIT C

SITE IMPROVEMENTS

Earthwork/excavation

Soils test and environmental studies

Environmental remediation

Building demolition and clearance

Streets and roads

Curb and gutter

Sidewalks and trails

Soils correction

Storm water retention systems

Pilings/Caissons

Utilities (sanitary sewer, storm sewer, and water), including utility relocations

Parking improvements

EXHIBIT D
TENANT INCOME CERTIFICATION
[Attach Form]

EXHIBIT E

FORM OF ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of this 1st day of October, 2018, is by and among the City of Lexington, Minnesota (the "City"), and Lexington Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership (the "Developer"), and the Anoka County Assessor (the "Assessor").

WITNESSETH

WHEREAS, the City and the Developer have entered into a Development Agreement dated as of October 1, 2018 (the "Development Agreement") regarding certain real property located in the City (the "Development Property") which property is legally described on Exhibit A attached hereto and made a part hereof.

WHEREAS, it is contemplated that pursuant to said Agreement, the Developer will construct a Project on the Development Property as described in the Development Agreement.

WHEREAS, the City and Developer desire to establish a minimum market value for the Development Property and the improvements constructed or to be constructed thereon, pursuant to Minnesota Statutes, Section 469.177, Subdivision 8.

WHEREAS, the Developer has acquired the Development Property.

WHEREAS, the Assessor has reviewed the plans and specifications for the improvements and the market value previously assigned to the land upon which the improvements are to be constructed, and that the "minimum market value" as set forth below is reasonable.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each to the other, do hereby agree as follows:

1. As of January 2, 2020 through and thereafter until December 31, 2046 the minimum market value which shall be assessed for the Project shall be not less than \$21,600,000.
2. The minimum market value herein established shall be of no further force and effect and this Agreement shall terminate on December 31, 2046.
3. This Agreement shall be recorded by the City with the County Recorder of Anoka County, Minnesota. The Developer shall pay all costs of recording.
4. Neither the preamble nor provisions of this Agreement are intended to, or shall they be construed as, modifying the terms of the Agreement between the City and the Developer.

5. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the City, the Developer and the Assessor have caused this Agreement to be executed in their names and on their behalf all as of the date set forth above.

CITY OF LEXINGTON, MINNESOTA

(SEAL)

By _____
Its Mayor

By _____
Its City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by Mark Kurth, the Mayor, and Bill Petracek, the City Administrator of the City of Lexington on behalf of said City.

Notary Public

Signature page for Assessment Agreement by and between the City of Lexington, Minnesota, Lexington Leased Housing Associates I, LLLP, and the Anoka County Assessor.

LEXINGTON LEASED HOUSING
ASSOCIATES I, LLLP, a Minnesota limited
liability limited partnership

By: Lexington Leased Housing Associates I, LLC
Its: General Partner

By: _____
Name: Ryan J. Lunderby
Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Ryan J. Lunderby, the Vice President of Lexington Leased Housing Associates I, LLC, the general partner of Lexington Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership, on behalf of said partnership.

Notary Public

Signature page for Assessment Agreement by and between the City of Lexington, Minnesota, Lexington Leased Housing Associates I, LLLP, and the Anoka County Assessor.

CERTIFICATION BY COUNTY ASSESSOR

The undersigned, having reviewed the plans and specifications for the improvements to be constructed and the market value assigned to the land upon which the improvements are to be constructed, and being of the opinion that the minimum market value contained in the foregoing Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the above described property, hereby certifies that the market values assigned to such land and improvements are reasonable.

County Assessor for Anoka County

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

This instrument was acknowledged before me on _____, 2018, by _____, the County Assessor of Anoka County.

Notary Public

Signature page for Assessment Agreement by and between the City of Lexington, Minnesota, Lexington Leased Housing Associates I, LLLP, and the Anoka County Assessor.

EXHIBIT A TO ASSESSMENT AGREEMENT

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

Lot 1, Block 1, Landings at Lexington.

Anoka County, Minnesota
Torrens property

**CITY OF LEXINGTON, ANOKA COUNTY, MINN.
Findings and Decision**

On August 6, 2018, the Planning & Zoning Commission held a public hearing to consider a request of Anthony Sholts for a conditional use permit for use as an automobile service station and automobile sales lot for property located at 9002 Lake Drive, Lexington, Minnesota, legally described as:

THAT PRT OF NW 1/4 OF NE 1/4 SEC 35 TWP 31 RGE 23 DESC AS FOL: COM AT SW COR OF LOT 2 BLK 6 LEXINGTON CENTER, AT INTER/W NWLY R/W LINE OF STATE T H NO 8 (AKA CSAH NO 23), TH SWLY ALG SD R/W LINE 734FT, TH DEFL TO RT 42 DEG 45 MIN 520.05 FT, TH DEFL TO LFT 91 DEG 07 MIN 441.2 FT TO PT OF INTER/W NWLY R/W LINE OF A 24 FT SERVICE RD, ADJ TO NWLY R/W LINE OF STATE T H NO 8, TH SWLY ALG SD NWLY R/WLINE OF SD SERVICE RD 186.25 FT TO POB, TH DEFL TO RT 66 DEG 51 MIN 118.20 FT TO ITS INTER/W W LINE OF SD 1/4 , 1/4, TH S ALG SD W LINE 175.76 FT TO ITS INTER/W T HE NWLY R/W LINE OF STATE T H NO 8, TH NELY ALG SD NWLY R/W LINE 172 FT, TH DEFL TO LFT 113 DEG 09 MIN 26.10 FT TO POB; EX RDS; SUBJ TO EASE OF REC

FINDINGS:

- 1) The Planning and Zoning Commission heard and considered all testimony of interested persons submitted in writing prior to and in person during the public hearing.
- 2) The proposed use is consistent with the Comprehensive Plan.
- 3) The proposed use is consistent with the past and existing uses on the site.
- 4) The site contains an old Texaco service station on a triangle-shaped parcel in the M-1 zoning district. Applicant intends to rehabilitate the building and lot. He intends to operate an automobile service station and automobile sales lot. The business will not sell gasoline. Both of these are allowed uses in an M-1 zone with a Conditional Use Permit. Until recently, the business on the site operated as an automobile service station. However, that business operated as a non-conforming use. The prior business did not meet zoning and performance standards for building setbacks, open space, screening or parking. The site is virtually unbuildable by current zoning standards due to its unusual shape and small size. Rehabilitating the existing building is the highest and best use for that parcel.
- 5) The applicant is willing to conform to conditions in the draft Conditional Use Permit attached hereto.

RECOMMENDATION:

The Planning Commission finds that the standards for granting a Conditional Use Permit have been met and recommends that the City Council approve the Conditional Use Permit, subject to the conditions contained in the draft CUP attached hereto.

CITY COUNCIL DECISION:

Findings and recommendation are PASSED AND DULY ADOPTED this 16th day of August 2018 by the City Council of the City of Lexington.

Mark Kurth, Mayor

Attest:

Bill, Petracek, City Administrator

.....

CITY OF LEXINGTON

ANOKA COUNTY, MINNESOTA

APPROVAL OF CONDITIONAL USE PERMIT

1. Permit. Subject to the terms and conditions set forth herein, the City of Lexington hereby grants approval of a conditional use permit for:

Anthony Sholts to operate an automobile service station and automobile sales lot.

2. Property. The permit is for 9002 Lake Drive, Lexington, Minnesota.
Property Identification Number 35-31-23-12-003
Legally described as:

THAT PRT OF NW 1/4 OF NE 1/4 SEC 35 TWP 31 RGE 23 DESC AS FOL: COM AT SW COR OF LOT 2 BLK 6 LEXINGTON CENTER, AT INTER/W NWLY R/W LINE OF STATE T H NO 8 (AKA CSAH NO 23), TH SWLY ALG SD R/W LINE 734FT, TH DEFL TO RT 42 DEG 45 MIN 520.05 FT, TH DEFL TO LFT 91 DEG 07 MIN 441.2 FT TO PT OF INTER/W NWLY R/W LINE OF A 24 FT SERVICE RD, ADJ TO NWLY R/W LINE OF STATE T H NO 8, TH SWLY ALG SD NWLY R/WLINE OF SD SERVICE RD 186.25 FT TO POB, TH DEFL TO RT 66 DEG 51 MIN 118.20 FT TO ITS INTER/W W LINE OF SD 1/4 , 1/4, TH S ALG SD W LINE 175.76 FT TO ITS INTER/W T HE NWLY R/W LINE OF STATE T H NO 8,TH NELY ALG SD NWLY R/W LINE 172 FT, TH DEFL TO LFT 113 DEG 09 MIN 26.10 FT TO POB; EX RDS; SUBJ TO EASE OF REC

3. Conditions. This permit is issued subject to the following conditions:
- a) This Conditional Use Permit is not authorized until the building plans for the site have been approved by the City Building Official.
 - b) Permittee shall maintain screening along the boundaries of the adjacent residential properties. The screening shall consist of earth mounds, berms or ground forms; fences and walls; landscaping (plant materials) or landscaped fixtures (such as timbers) used in combination or singularly so as to block direct visual access to an object as in accordance with City Code Section 11.60 Subdivision 9.
 - c) Permittee shall maintain sufficient parking spaces as required by the City Code. Automobile Service Stations require at least one parking space for each employee, plus two for each service stall. (Six spaces). Automobile Sales Lot required at least one parking space for each six hundred square feet of floor area. (Three spaces). Nine spaces are required before any cars displayed for sale can be parked on the site.
 - d) In order to accommodate parking for both the service and sales functions, the Permittee must dedicate no less than nine parking spaces for employee parking and stored cars for repair on another parcel, namely 9020 North Highway Drive.
 - e) Parking spaces shall be set out in a plan approved by the City and attached as Exhibit A to this Conditional Use Permit.
 - f) Parking is not allowed in a right of way or in a driveway, or on a neighboring property. Parking is only permitted on a hard, dust free surface.
 - g) Parking stalls on both parcels must be painted.
 - h) Permittee shall not allow any outside storage per City Code.
 - i) Permittee will enclose recycling/rubbish containers per City Code or store within the building.
 - j) Vehicles with leaking oils or other fluids shall be promptly repaired and any spilled oils and fluids shall be immediately cleaned up and properly disposed of. Any spills of fuels, lubricants or other chemicals of more than five gallons, and spills of any toxic chemical of more than one gallon shall be reported to the City within twenty-four hours.
 - k) Limits on the noise emitted at the property line shall conform to the noise regulations contained in City Code Section 10.23.
 - l) Permittee shall be responsible for the continuing conformance with the permit and that if the proposed use is not initiated within six months of this date, the permit shall be void.
 - m) Permittee will follow the applicable standards and requirements of the City of Lexington and its Fire Marshall and Building Official, Rice Creek Watershed District, Anoka County, Army Corp of Engineers, FEMA, Minnesota DNR and any other agency having jurisdiction over the property, and shall secure and file with the City, any permits required by outside agencies.
 - n) The City reserves the right to annually review this permit for compliance with the conditions and may impose additional conditions to mitigate unforeseen problems.
4. Criminal Penalty. In addition to other means of enforcement, violation of the terms of this permit is a criminal misdemeanor.

CITY OF LEXINGTON

BY: _____
Mark Kurth, Mayor

Attest:

Bill, Petracek, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing was acknowledged before me this ___ day of _____, 2018. by Mark Kurth, Mayor and Bill, Petracek, City Administrator, for the City of Lexington, a Minnesota municipal corporation, on behalf of the corporation and pursuant to authority granted by its City Council.

Notary Public

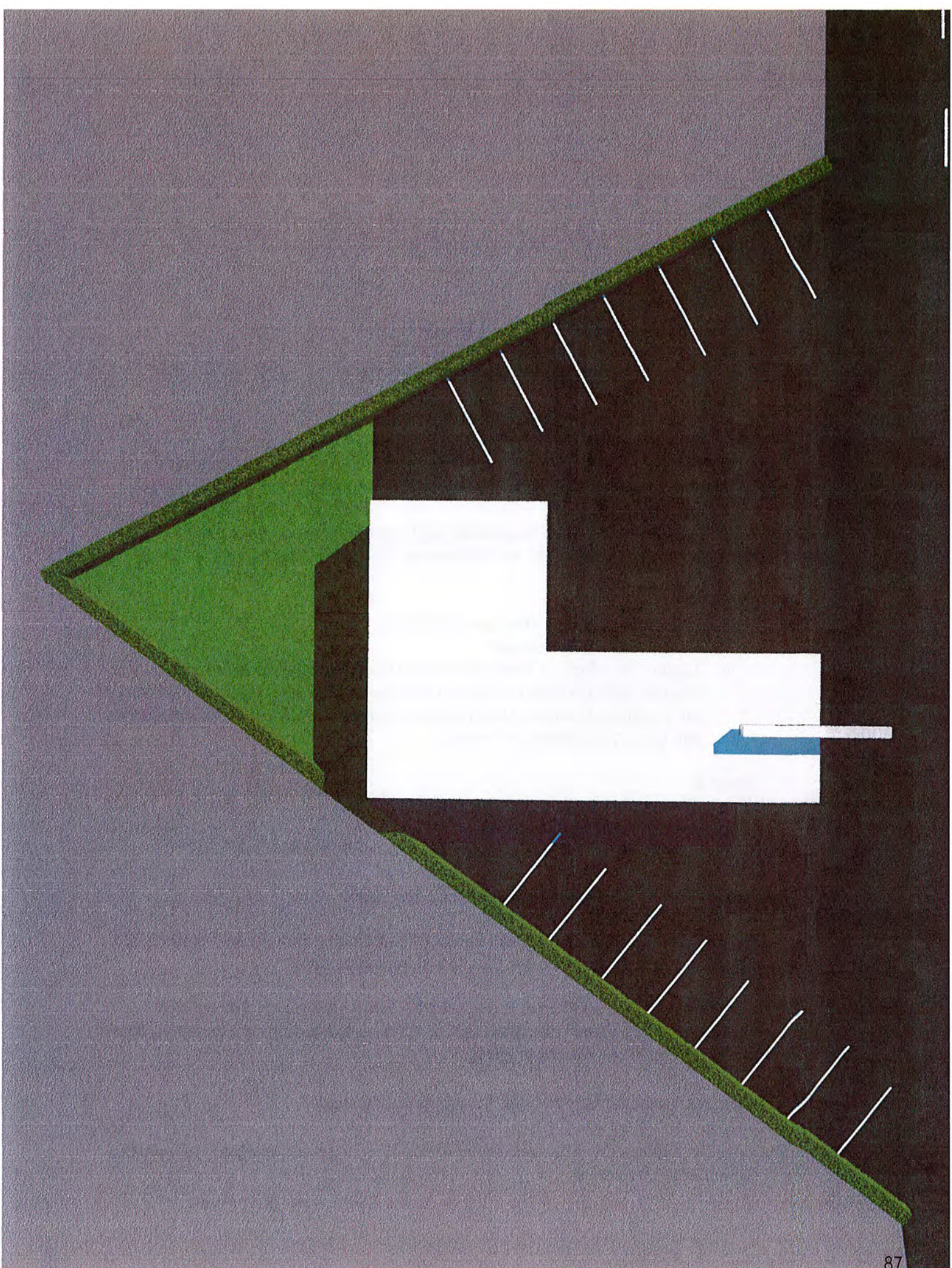
By signing below, I have received and agree to the terms set forth in this agreement.

Dated: _____

Anthony Sholts, Owner

Drafted by:
City of Lexington
Kurt B. Glaser, City Attorney
Smith & Glaser, LLC
333 Washington Avenue North
405 Union Plaza Building
Minneapolis, Minnesota 55401
612-333-6513
KurtGlaser@GlaserLaw.net





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

ORDINANCE #18-17

**A RESOLUTION OF THE CITY COUNCIL OF LEXINGTON, MINNESOTA,
APPROVING LAND USE ACTIONS FOR THE LANDINGS AT LEXINGTON**

WHEREAS, the Planning and Zoning Commission held a public hearing on August 6, 2018, to consider various land use applications for redevelopment of these Subject Parcels:

- Parcel A:
 - Commonly known as the Lovell Building.
 - Zoned within a B-1 district.
 - Legally described as, Lexington Park, Block 1, Lots 9 through Lot 12, together with the South 218 feet of the North 1285 feet of the East 200 feet of the Southeast Quarter of Section 26, Township 31, Range 23, except roadway, and subject to easement of record.

- Parcel B
 - Commonly known as the Otte property.
 - Zoned within an R-1 district.
 - Legally described as, Lexington Park, Block 1, Lot 8.

WHEREAS, the following actions were before the Commission:

- A. Rezone Parcel A (B-1 district) and Parcel B (R-1 district) into the M-1 district, and amend the 2030 Comprehensive Plan to accommodate same.

- B. Combine Parcels A and Parcel B for inclusion into a preliminary Plat entitled “Landings at Lexington” described as, Lot 1, Block 1, Landings at Lexington, Anoka County, Minnesota, Torrens property.

- C. Approve the preliminary Plat for “Landings at Lexington.”

- D. Consider a Planned Unit Development for the “Landings at Lexington” to include a Conditional Use Permit.

WHEREAS, the Commission expressed the following findings:

1) Request to Rezone and Combine Parcel A and Parcel B

Expansion of the existing B-1 zone to include the adjoining R-1 zoned parcel was an appropriate use for that parcel. The expansion did not create high impacts to the adjoining residential parcels because the planned redevelopment calls for a parking lot and driveway separating and buffering them from the apartment building. Adding Parcel B to the existing B-1 zone also allowed for expansion of the footprint of the proposed apartment building such that it decreased the number of units per acer of the proposed development. The City's 2030 Comprehensive Plan only needs an amendment to guide Parcel B into the business use zone. After that amendment, Parcels A and B will be present in a zone guided for business use similar to either a B-1 or M-1 district.

Rezoning the combined B-1 parcels into an M-1 district will give the new business flexibility to rent the planned corner common space to an income-producing tenant other than residential rental property.

2) Request to Approve Preliminary Plat and Planned Unit Development.

Overall, the proposed redevelopment did not create a high impact on the surrounding residential properties to the north and west, and was consistent with the character of properties to the south and east.

The proposed redevelopment plans have designed elements intended to minimize specific impacts against the surrounding residential properties. Buffer impacts will be minimized by saving the existing mature forest and by adding property screen and landscaping. The use of underground parking exiting to the north will help minimize buffer impacts and traffic impacts by diverting traffic away from most of the nearby residential properties. The proposed parking and driveway design encourages traffic toward Lexington Avenue and thereafter Lake Drive and Highway 35W in order to lower traffic impacts on the adjoining residential streets.

Conditions existing on the Subject Parcels and structure create high redevelopment costs. These high costs are sufficient to relax performance standards in order to encourage redevelopment of the site. A Conditional Use Permit should be used to control variances from the City's performance standards from expanding in the future.

3) Variance Requests As Part Of The Planned Unit Development (shown in *Italics*)

ELEMENT	M-1 DISTRICT STANDARD	PLANNED UNIT DEVELOPMENT VARIANCE
Units Per Acre	Allowed 20 Units/Acre	<i>35 Units/Acre</i>
Height	45 Feet	<i>60 Feet Max. - to roof centerline</i>
Front Setback (Street)	35 Feet	<i>25 Feet*</i>
Rear Setback	30 Feet	<i>25 Feet*</i>
Parking SB - Side	10' (20 from residential zone)	<i>10 Feet</i>
Parking SB - Rear	10' (20 from residential zone)	<i>10 Feet</i>
Auto Parking	2.0 spaces per dwelling	<i>1.5 spaces per dwelling unit</i>
Parking Dimensions	Surface Parking - 9' x 20'	<i>Surface Parking - 9' x 18'</i>
Parking Screening	Required facing residential lots	Required facing residential lots
<i>*This include variances allowing for patios, porches, canopies, decks and other similar spaces to project up to 10 feet into the required setbacks, as shown on building plans and as approved by the City Building Official.</i>		

The need for these variances generally fall along two lines, the desire to shift impacts away from existing residential properties and the need to increase the number of apartments in order to justify the high cost of redeveloping this site.

The building is shifted east on the parcel towards Lexington Avenue away from the neighboring residential properties. Constructing underground parking reduces surface parking and surface traffic outside the apartment building occurring within sight of the residential properties. While underground parking is also an amenity to the building residents, constructing underground parking increases building height to accommodate the extra floor of underground parking. The design of the underground parking and driveway system encourages traffic from using the nearby residential streets. The exit to the underground parking on the north side of the property is adjacent to Lexington Avenue. Finally, statics show how a building of this size will have far less than an average of two cars per unit.

WHEREAS, the Commission recommended the City Council approve all of the aforementioned actions. With respect to the Conditional Use Permit, the Commission recommended approval of all of the conditions set forth in the table above but leave final approval of the Conditional Use Permit open until the close of construction to in order to add conditions to the permit that may arise during the construction process.

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:

- A. Rezone Parcel A (B-1 district) and Parcel B (R-1 district) into the M-1 district, and amend the 2030 Comprehensive Plan to accommodate same. Staff is directed to revise the City’s official zoning maps and Comprehensive Plan accordingly.
- B. Combine Parcels A and Parcel B for inclusion into a preliminary plat entitled “Landings at Lexington” and described as, Lot 1, Block 1, Landings at Lexington, Anoka County, Minnesota, Torrens property.
- C. Approve the preliminary plat for “Landings at Lexington.”
- D. Approve a Planned Unit Development for the “Landings at Lexington” to include the following variances:

ELEMENT	PLANNED UNIT DEVELOPMENT VARIANCE
Units Per Acre	<i>35 Units/Acre</i>
Height	<i>60 Feet Max. - to roof centerline</i>
Front Setback (Street)	<i>25 Feet*</i>
Rear Setback	<i>25 Feet*</i>
Parking SB - Side	<i>10 Feet</i>
Parking SB - Rear	<i>10 Feet</i>
Auto Parking	<i>1.5 spaces per dwelling unit</i>
Parking Dimensions	<i>Surface Parking - 9' x 18'</i>
<i>*This include variances allowing for patios, porches, canopies, decks and other similar spaces to project up to 10 feet into the required setbacks, as shown on building plans and as approved by the City Building Official.</i>	

- E. Approve a Conditional Use Permit as part of the Planned Unit Development for the “Landings at Lexington,” to include conditions adopting the construction and landscape plans, screening between the development and residential parcels, and the planned unit development variances stated above. The Permit process shall remain open for inclusion of further conditions as may be discovered during the planning and construction process, and as approved by the City Council.

Implementation of this Planned Unit Development and preliminary Plat are contingent on the following:

- F. Applicants shall enter into a Construction Development Agreement with the City for the purpose set forth above and as otherwise dictated by law.

G. Applicants shall record a Conditional Use Permit authorized by the City against the finalized parcel, and this shall be a condition for issuance of a certificate of occupancy.

H. 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 and publication.

PASSED AND DULY ADOPTED this 16th day of August 2018 by the City Council of the City of Lexington.

Mark Kurth, Mayor

Attest:

Bill, Petracek, City Administrator