

AGENDA
CITY OF LEXINGTON
REGULAR COUNCIL MEETING
MARCH 7, 2019 – 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. INFORMATIONAL REPORTS:

- A. Airport (Councilmember Harris)
B. Cable Commission (Councilmember Murphy)
C. City Administrator (Bill Petracek)

5. LETTERS AND COMMUNICATIONS:

- A. Public Notice – Groundbreaking Ceremony – February 22, 2019
B. Council Workshop meeting minutes – February 21, 2019
C. Centennial Lakes Police Department - Media Reports
 • 2-13-2019 through 2-26-2019

pp. 1

pp. 2-3

pp. 4-10

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 – February 21, 2019
B. Recommendation to Approve Claims and Bills:
 Check #'s 13613 through 13613
 Check #'s 44560 through 44609
 Check #'s 12480 through 12496
 VOID #12466

pp. 11-13

pp. 14-24

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. 19-06 Adopting Development Agreement and Amendment to Development Agreement for Ephesians pp. 25-71
- B. Recommendation to approve Resolution NO. 19-07 Authoring Vacation of Easements pp. 72
- C. Recommendation to approve Resolution NO. 19-08 Authoring Quit Claim Deed pp. 73-76
- D. Recommendation to approve Resolution NO. 19-09 Adopting Final Plat for Ephesians pp. 77-79
- E. Recommendation to approve Resolution NO. 19-10 Authorizing Recording of Documents pp. 80-82
- F. Recommendation to approve the Emergency Response Solutions quote in the amount of \$10,912.00 to install the Gear Grid System pp. 83-84
- G. Recommendation to approve the Dyerson Painting estimate in the amount of \$12,200.00 pp. 85-90
- H. Recommendation to approve the usage of Lexington Liquor's south parking lot and overflow parking in the west city hall parking lot for operating the Lexington Farmer's Market in 2019 pp. 91
- I. Recommendation to approve Minnesota Lawful Gambling Premises Permit Application for Centennial Youth Hockey Association (Boulevard Bar & Grille - 3800 Restwood Road) pp. 92-95

8. MAYOR AND COUNCIL INPUT**9. ADJOURNMENT**

PUBLIC NOTICE

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

TO WHOM IT MAY CONCERN:

Notice is hereby given, Lexington City Mayor, City Councilmembers and Planning & Zoning Commissioners may be in attendance at the Dominion Landings of Lexington – Groundbreaking Ceremony to be held on February 22, 2019 from 3 to 5 pm. This may constitute a quorum of the City Council and Planning & Zoning Commission. No city council business will be conducted during this time.

**Mary Vinzant
Deputy City Clerk**

POSTED: February 22, 2019

**CITY OF LEXINGTON
WORKSHOP MINUTES
Thursday, February 21, 2019
Immediately following Council meeting
City Hall**

1. Call to Order: Mayor Kurth
2. Roll Call: DeVries – Hughes – Harris – Murphy

Mayor Kurth called to order the workshop for January 21, 2019 at 7:35 p.m. Councilmember's present: Devries, Harris, Hughes, and Murphy. Also Present: Bill Petracek, City Administrator; Kurt Glaser, City Attorney; Chris Galiov, Finance Director; Jim Coan, Police Chief; Pat Aldrich, Police Lieutenant – Centennial Lakes P.D.

3. Discussion Items:

A. Discuss

- Centennial Lakes Police Department contract

Councilmember Devries explained to Chief Coan that he was at Cowboy's Saloon a couple of weeks ago and he stated that squad cars were rotating around the establishment every 5 minutes. Mayor Kurth also added that the police department are pulling over anyone leaving Cowboy's. Mayor Kurth asked if CLPD is targeting Cowboy's Saloon? Chief Coan replied by saying that CLPD is not targeting Cowboy's Saloon. Discussion ensued.

Chief Coan explained that Cowboy's has been talked to about overserving their patrons, and he also explained that there has been a lot of other issues happening in the area of Cowboy's Saloon. He further explained that – felony arrests and a search warrant that was issued on a drug dealer in the apartments behind Cowboy's. Discussion ensued.

Lieutenant Pat Aldrich provided some data on what has been happening around Cowboy's Saloon – DWI arrests, speeding, medical calls at the ACAAP Building, etc. Aldrich also stated that CLPD is not targeting Cowboy's Saloon. He added that there has just been a lot of other activity in and around Cowboy's. Discussion ensued.

Chief Coan and Lieutenant Aldrich left the meeting.

Mayor Kurth discussed having Anoka County Sheriff's Department to provide a quote on what the cost would be to contract with their department to patrol Lexington. Councilmember Murphy

questioned that idea and didn't want to open up a can of worms like Forest Lake went through. Discussion ensued.

Attorney Glaser recommended not getting quotes directly from Anoka County, but recommended going directly to communities of similar size that currently contract with Anoka County – Now Then, Oak Grove, Columbus.

Councilmember Devries believes the citizens are happy with Centennial Lakes P.D.

The Council Council directed the city administrator to contact communities of similar size that contract with Anoka County. Discussion ensued.

Cities to contact:

*Hilltop
Columbus
NowThen
Lauderdale
Falcon Heights.*

- New City logo and emblem in City Council chambers

Councilmember Murphy recommended turning the emblem on its side and putting it on aluminum. Discussion ensued. Councilmember Murphy's company will take care of it.

4. Staff Input

No staff input

5. Council Input

No Council input

6. Adjourn

Meeting adjourned at 8:55 p.m.



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
19036850	Feb 13 2019	15:01	HOUSE/PROPERTY CHECK		CIRCLE PINES
19036798	Feb 13 2019	11:50	MEDICAL	38XX MINUTEMAN LN	LEXINGTON
Summary: OFFICERS WERE DISPATCHED TO THE 3800 BLOCK OF MINUTEMAN LANE FOR A MEDICAL. EXCEPTIONALLY CLEARED. BWC.					
19036706	Feb 13 2019	10:13	BARKING DOG - DISTURBING	18XX PARTRIDGE PL	CENTERVILLE
Summary: ON 2/13/2019 AT APPROXIMATELY 1015 HOURS, OFFICERS RECEIVED A BARKING DOG COMPLAINT WITHIN THE 1800 BLOCK OF PARTRIDGE PLACE.VERBAL WARNING.CLEAR.					
19036743	Feb 13 2019	11:00	CHECK WELFARE	38XX EDGEWOOD RD	LEXINGTON
Summary: OFFICERS RESPONDED TO THE 3800 BLOCK OF EDGEWOOD ROAD TO CHECK THE WELFARE OF A MALE. BWC. EXCEPTIONALLY CLEARED.					
19037029	Feb 13 2019	16:40	NEIGHBORHOOD DISPUTE	XX CIRCLE DR	CIRCLE PINES
Summary: CIVIL DISPUTE. OFFICERS WERE DISPATCHED TO THE 0 BLOCK OF CIRCLE DR FOR A NEIGHBOR DISPUTE.NO ACTION TAKEN, INFO ONLY BY REQUEST.CLEAR.					
19037332	Feb 13 2019	00:01	MEDICAL	XX WEST RD	CIRCLE PINES
Summary: POLICE WERE DISPATCHED TO THE AREA OF LEXINGTON AVENUE AND WEST ROAD ON A REPORT OF A FEMALE EXPERIENCING A MEDICAL EMERGENCY. POLICE ARRIVED AND PROVIDED BASIC CARE UNTIL CLEARED BY ALLINA PERSONNEL.					
19037045	Feb 13 2019	16:56	RUNAWAY JUVENILE		LEXINGTON
Summary: OFFICERS WERE DISPATCHED TO LEXINGTON REGARDING A JUVENILE THAT HAD RUN AWAY. OFFICERS GATHERED INFORMATION FROM MOTHER AND BROTHER. JUVENILE PUT IN SYSTEM AS A RUNAWAY. PENDING FURTHER INFORMATION. BWC.					
19037378	Feb 14 2019	02:38	MEDICAL	39XX RESTWOOD RD	LEXINGTON
Summary: OFFICERS RESPONDED TO THE 3900 BLOCK OF RESTWOOD RD REGARDING A MEDICAL. AMBULANCE ARRIVED AND CHECKED ON THE VICTIM. AMBULANCE THEN CLEARED OFFICERS.CLEAR.					
19037427	Feb 14 2019	07:23	MEDICAL	2XX KEITH DR	CIRCLE PINES
Summary: MEDICAL; RESPONDED TO MEDICAL EMERGENCY CALL IN THE 200 BLOCK OF KEITH RD IN CIRCLE PINES. ARRIVED AND ASSISTED EMS WITH MEDICAL TREATMENT AND ASSESSMENT OF ADULT MALE PATIENT UNTIL HE WAS TRANSPORTED TO THE HOSPITAL.					
19037441	Feb 14 2019	07:52	DOMESTIC-VERBAL	94XX HAMLINE AVE	LEXINGTON
Summary: DOMESTIC: OFFICERS RESPONDED TO THE 9400 BLOCK OF HAMLINE AVE FOR FAMILY DOMESTIC IN PROGRESS WITH A MOTHER AND DAUGHTER AND IT WAS ESCALATING. UPON ARRIVAL, OFFICERS SEPARATED THE MOTHER AND DAUGHTER AND DETERMINED IT WAS VERBAL ONLY AND BOTH PARTIES ADVISED OPTIONS.					
19037804	Feb 14 2019	15:46	DOMESTIC-VERBAL	39XX RESTWOOD RD	LEXINGTON
Summary: POLICE MEDIATED A VERBAL DOMESTIC IN LEXINGTON.					
19038330	Feb 15 2019	09:11	FOUND PROPERTY	XX NORTH RD	CIRCLE PINES
Summary: PROPERTY. PROPERTY WAS BROUGHT TO CLPD TO BE RETURNED TO A LEXINGTON RESIDENT. PROPERTY TAGGED AND PLACED IN PROPERTY CAGE UNTIL OWNER IS CONTACTED.CLEARED.					
19038600	Feb 15 2019	14:43	MEDICAL	18XX MAIN ST	CENTERVILLE
Summary: MEDICAL.DISPATCHED TO A MEDICAL IN THE 1800 BLOCK OF MAIN ST. INFORMATION COLLECTED.					



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
19038675	Feb 15 2019	15:44	RUNAWAY JUVENILE		CENTERVILLE
Summary: RESIDENT IN CENTERVILLE REPORTED A CHILD AS A RUNAWAY.					
19038390	Feb 15 2019	10:40	INFORMATION	6XX VILLAGE PKWY	CIRCLE PINES
Summary: INFORMATION. OFFICERS TOOK A PHONE CALL FROM PITTSBURGH, PA. A MALE BELIEVED HE WAS THE VICTIM OF AN ALLEGED FRAUD ORIGINATING IN CIRCLE PINES. THE VICTIM CANCELLED THE TRANSACTION BEFORE ANY MONEY WAS TRANSFERRED. INFORMATION ONLY REPORT.CLOSED.					
19038833	Feb 15 2019	18:34	EMERGENCY MEDICAL HOLD		CENTERVILLE
Summary: POLICE RESPONDED TO A MENTAL HEALTH SITUATION IN CENTERVILLE					
19038968	Feb 15 2019	21:50	VEHICLE-RECOVERED STOLEN	EAST RD / CENTER RD	CIRCLE PINES
Summary: VEHICLE CRASHED INTO A SNOWBANK AFTER BEING SUMMONED TO STOP BY POLICE. DRIVER FLED ON FOOT AND WAS APPREHENDED. VEHICLE CONFIRMED STOLEN AND DRIVER TO JAIL.					
19039723	Feb 16 2019	22:07	MEDICAL	3XX LITTLE JOHN DR	CIRCLE PINES
Summary: MEDICAL.OFFICERS WERE DISPATCHED TO THE 300 BLOCK OF LITTLE JOHN DR. FOR A JUVENILE MALE HAVING A MEDICAL EMERGENCY.MALE WAS TRANSPORTED TO THE HOSPITAL VIA AMBULANCE.CLEAR.					
19039268	Feb 16 2019	10:32	MEDICAL	72XX CENTERVILLE RD	CENTERVILLE
Summary: EMS SUMMONED TO THE 7200 BLOCK CENTERVILLE RD ON THE REPORT OF A MEDICAL. EXCEPTIONALLY CLEAR.					
19039162	Feb 16 2019	05:49	NOISE COMPLAINT	70XX COTTONWOOD CT	CENTERVILLE
Summary: A NOISE COMPLAINT WAS FIELDIED IN THE 7000 BLOCK OF COTTONWOOD CT. UNFOUNDED.					
19039133	Feb 16 2019	03:29	ASSAULT	XX EAST RD	CIRCLE PINES
Summary: ASSAULT. OFFICERS WERE DISPATCHED TO THE 0 BLOCK OF EAST RD FOR A REPORT OF AN ASSAULT THAT HAD OCCURRED.A FEMALE WAS TRANSPORTED TO THE HOSPITAL VIA AMBULANCE.CASE OPEN PENDING FOLLOW UP INVESTIGATION.					
19039571	Feb 16 2019	19:07	CHECK WELFARE	XX GOLDEN LAKE RD	CIRCLE PINES
Summary: WELFARE CHECK. OFFICERS WERE DISPATCHED TO THE 0 BLOCK OF GOLDEN LAKE RD ON A WELFARE CHECK. OFFICERS MADE CONTACT WITH THE PARTY AND DETERMINED THEY WERE OK.CLEAR.					
19039501	Feb 16 2019	17:20	TRAFFIC-DAC IPS	LAKE DR / WOODLAND RD	LEXINGTON
Summary: DRIVER ARRESTED FOR A TRAFFIC VIOLATION THAT OCCURRED ON LAKE DR.					
19040242	Feb 17 2019	17:07	DOMESTIC	2XX GALAXY DR	CIRCLE PINES
Summary: DOMESTIC.DISPATCHED TO A VERBAL DOMESTIC IN THE 260 BLOCK OF GALAXY DR. SITUATION MEDIATED.					
19039888	Feb 17 2019	02:19	DOMESTIC-VERBAL	39XX RESTWOOD RD	LEXINGTON
Summary: OFFICERS RESPONDED MULTIPLE TIMES THROUGHOUT THE NIGHT TO THE 3400 BLOCK OF RESTWOOD RD REGARDING A VERBAL DOMESTIC BETWEEN BROTHERS. PARTIES WERE SEPARATED AND ONE OF THE BROTHERS WENT UP STAIRS TO SLEEP IN HIS DADS APARTMENT FOR THE REST OF THE NIGHT.CLEAR.					
19040231	Feb 17 2019	16:44	CPS REFERRAL		LEXINGTON



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
Summary: CPS CROSS REPORT RECEIVED REGARDING A RESIDENCE IN LEXINGTON.					
19039962	Feb 17 2019	07:04	VEHICLE- LOCKOUT		CIRCLE PINES
19040940	Feb 18 2019	16:53	MEDICAL	2XX GALAXY DR	CIRCLE PINES
Summary: OFFICERS WERE DISPATCHED TO THE 260 BLOCK OF GALAXY ON THE REPORT OF A MEDICAL.					
19040458	Feb 18 2019	00:18	911 HANG-UP	2XX COBBLER CT	CIRCLE PINES
Summary: OFFICERS RESPONDED TO THE 240 BLOCK OF COBBLER CT REGARDING A 911 HANGUP. COMPLAINT ADVISED IT WAS A MISTAKEN DIAL. NO ISSUE.CLEAR.					
19040496	Feb 18 2019	02:58	ASSAULT	71XX PROGRESS RD	CENTERVILLE
Summary: OFFICERS RESPONDED TO THE 7100 BLOCK OF PROGRESS RD REGARDING AN ASSAULT. THE INCIDENT WAS MUTUALLY COMBATIVE BETWEEN THE PARTIES, AND BOTH PARTIES RETURNED TO THEIR OWN HOME.CLEAR.					
19040549	Feb 18 2019	07:37	DOMESTIC-VERBAL	39XX RESTWOOD RD	LEXINGTON
Summary: DOMESTIC: OFFICERS RESPONDED TO THE 3900 BLOCK OF RESTWOOD RD FOR A VERBAL DOMESTIC BETWEEN TWO ADULT MALES. BOTH PARTIES HAD BEEN SEPARATED AND IT WAS DETERMINED THERE WAS NO CRIME. NFA					
19040938	Feb 18 2019	16:49	DOMESTIC	91XX JACKSON AVE	LEXINGTON
Summary: OFFICERS WERE DISPATCHED TO THE 9100 BLOCK OF JACKSON AVE ON THE REPORT OF A DOMESTIC.					
19041085	Feb 18 2019	20:43	LIFT ASSIST	XX INNER DR	CIRCLE PINES
Summary: OFFICERS WERE DISPATCHED TO THE 40 BLOCK OF INNER DRIVE FOR A LIFT ASSIST.					
19040795	Feb 18 2019	13:25	DISORDERLY CONDUCT	39XX RESTWOOD RD	CIRCLE PINES
Summary: OFFICERS WERE CALLED TO THE 3900 BLOCK OF RESTWOOD ROAD IN REGARD TO A VERBAL ARGUMENT.					
19041013	Feb 18 2019	18:53	SUSPICIOUS ACTIVITY	39XX RESTWOOD RD	LEXINGTON
Summary: SUSPICIOUS ACTIVITY.DISPATCHED TO THE 3900 BLOCK OF RESTWOOD RD ON SUSPICIOUS ACTIVITY. MALE ARRESTED.					
19041737	Feb 19 2019	18:36	VEHICLE- LOCKOUT		CIRCLE PINES



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Media Report



Case Number	Incident Date	Time	Description	Location	City
19042547	Feb 20 2019	17:11	MEDICAL	XX EAST GOLDEN LAKE RD	CIRCLE PINES
Summary: MEDICAL. DISPATCHED TO 50 BLOCK OF EAST GOLDEN LAKE RD ON A MEDICAL. PATIENT TRANSPORTED.					
19042687	Feb 20 2019	20:49	ANIMAL COMPLAINT	93XX HAMLIN AVE	LEXINGTON
Summary: DOG BITE. DISPATCHED TO 9300 BLOCK OF HAMLIN AVE ON A DOG BITE. INFORMATION COLLECTED.					
19042553	Feb 20 2019	17:18	FIRE	73XX PELTIER CIR	CENTERVILLE
Summary: POLICE RESPONDED TO A POSSIBLE VEHICLE FIRE IN THE 7300 BLOCK OF PELTIER CIRCLE. UNFOUNDED.					
19042706	Feb 20 2019	21:34	CHILD-NEGLECT		CIRCLE PINES
Summary: CHILD NEGLECT REPORT. OFFICERS WERE DISPATCHED TO CIRCLE PINES FOR A REPORT OF POSSIBLE CHILD ABUSE. CASE TO BE REFERRED TO CPS.					
19043062	Feb 20 2019	06:01	HOUSE/PROPERTY CHECK		CIRCLE PINES
19043111	Feb 20 2019	04:31	HOUSE/PROPERTY CHECK		CENTERVILLE
19042685	Feb 20 2019	20:46	TRAFFIC-DAS/DAR/DAC	FIRE BARN RD / LAKE DR	CIRCLE PINES
Summary: ON 2/20/19 OFFICERS MADE A TRAFFIC STOP AFTER SEEING AN OFFENSE ON FIRE BARN ROAD AT LAKE DRIVE. TRAFFIC STOP RESULTED IN THE ARREST OF THE DRIVER.					
19042194	Feb 20 2019	10:06	MEDICAL	6XX VILLAGE PKWY	CIRCLE PINES
Summary: I WAS DISPATCHED TO THE 600 BLOCK OF VILLAGE PKWY REGARDING A MEDICAL SCENARIO. I GATHERED PERTINENT INFORMATION AND WAS RELIEVED BY ALLINA. CLEAR.					
19043060	Feb 21 2019	10:39	INFORMATION	3XX FOREST DR	CIRCLE PINES
Summary: INFORMATION. OFFICERS RECEIVED INFORMATION REGARDING AN EXTORTION ATTEMPT ONLINE. REPORTING PARTY WANTED POLICE TO BE AWARE OF THE SCAM.CLEARED.					
19043121	Feb 21 2019	11:53	MEDICAL	70XX CENTERVILLE RD	CENTERVILLE
Summary: MEDICAL: RESPONDED TO THE 7000 BLOCK OF CENTERVILLE RD ON MEDICAL EMERGENCY INVOLVING AN ADULT FEMALE OVERDOSE ON CONTROLLED SUBSTANCE. ARRIVED AND ASSISTED EMS UNTIL FEMALE WAS TRANSPORTED TO THE HOSPITAL.					
19043234	Feb 21 2019	14:18	TRAFFIC	LAKE DR / LEXINGTON AVE	LEXINGTON
Summary: OFFICERS MADE A TRAFFIC STOP FOR EXPIRED REGISTRATION RESULTING IN THE ARREST OF THE DRIVER.					
19043215	Feb 21 2019	13:54	MEDICAL	39XX RESTWOOD RD	LEXINGTON
Summary: OFFICERS WERE DISPATCHED TO THE 3900 BLOCK OF RESTWOOD ROAD ON THE REPORT OF A MEDICAL. VICTIM TRANSPORTED BY PARAMEDICS.					
19043459	Feb 21 2019	18:37	MEDICAL	16XX PELTIER LAKE DR	CENTERVILLE
Summary: OFFICERS WERE DISPATCHED TO THE 1600 BLOCK OF PELTIER LAKE DRIVE ON THE REPORT OF A MEDICAL. CLEARED BY PARAMEDICS.					
19043539	Feb 21 2019	20:37	WARRANT ARREST	91XX SOUTH HIGHWAY DR	LEXINGTON



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
Summary: OFFICERS WERE NOTIFIED BY A CSO THAT A VEHICLE IN THE AREA OF THE 9100 BLOCK OF SOUTH HIGHWAY DRIVE CAME BACK TO A PERSON WITH A WARRANT. OFFICERS MADE CONTACT WITH A FEMALE WHO HAD A WARRANT. SHE WAS ARRESTED.					
19043586	Feb 21 2019	22:03	DOMESTIC-VERBAL	69XX SUMAC CT	CENTERVILLE
Summary: OFFICERS RESPONDED TO THE 6900 BLOCK OF SUMAC CT REGARDING A VERBAL DOMESTIC BETWEEN A COUPLE. PARTIES SEPARATED WITH NO ISSUE.CLEAR.					
19043040	Feb 21 2019	10:08	CRIMINAL SEXUAL CONDUCT		CIRCLE PINES
Summary: DELAYED CSC: RESPONDED TO A DELAYED CSC PHONE CALL REPORT IN CIRCLE PINES. OFFICER ADVISED JUVENILE FEMALE SENT NUDE PHOTO'S TO MALE SUSPECT IN ST. PAUL. CASE REFERRED TO CID.					
19043126	Feb 21 2019	11:57	THEFT	70XX CENTERVILLE RD	CENTERVILLE
Summary: OFFICERS WERE DISPATCHED A PHONE CALL REGARDING A MAIL THEFT. PENDING FOLLOW UP TO RED WING POLICE.					
19043808	Feb 22 2019	08:50	MEDICAL	71XX PROGRESS RD	CENTERVILLE
Summary: A MEDICAL WAS REPORTED IN THE 7100 BLOCK OF PROGRESS RD. EXCEPTIONALLY CLEAR.					
19043719	Feb 22 2019	04:52	LIFT ASSIST	XX SOUTH DR	CIRCLE PINES
Summary: OFFICERS RESPONDED TO THE 90 BLOCK OF SOUTH DR REGARDING A LIFT ASSIST. AMBULANCE WAS ORDERED TO CHECK ON THE VICTIM, AND FIRE CLEARED OFFICERS.CLEAR.					
19043941	Feb 22 2019	11:24	MEDICAL	XX WEST GOLDEN LAKE RD	CIRCLE PINES
Summary: EMS SUMMONED TO THE 70 BLOCK OF WEST GOLDEN LAKE RD. EXCEPTIONALLY CLEAR.					
19044218	Feb 22 2019	17:03	MEDICAL	18XX HOULE CIR	CENTERVILLE
Summary: POLICE RESPONDED TO A MEDICAL EMERGENCY IN CENTERVILLE.					
19044169	Feb 22 2019	16:17	THEFT FROM MOTOR VEHICLE	37XX FLOWERFIELD RD	LEXINGTON
Summary: THEFT FROM MOTOR VEHICLE REPORT. OFFICERS WERE DISPATCHED A PHONE CALL REGARDING A THEFT FROM MOTOR VEHICLE REPORT THAT OCCURRED IN THE 3700 BLOCK OF FLOWERFIELD RD. OFFICERS CALLED AND TOOK INFORMATION FOR A REPORT. THERE ARE NO KNOWN SUSPECTS.CLEAR.					
19043889	Feb 22 2019	10:33	IDENTITY THEFT	2XX MARION CT	CIRCLE PINES
Summary: ID THEFT: RESPONDED TO A POSSIBLE IDENTITY THEFT REPORT PHONE CALL IN THE 200 BLOCK OF MARION COURT. CALLER ADVISED UNKNOWN SUSPECT IS USING HIS NAME AND ADDRESS AT AN AUTO DEALERSHIP. NO FINANCIAL LOSS REPORTED.					
19045103	Feb 23 2019	19:16	MEDICAL	71XX PROGRESS RD	CENTERVILLE
Summary: MEDICAL. OFFICERS WERE DISPATCHED TO A MEDICAL EMERGENCY IN THE 7100 BLOCK OF PROGRESS RD.FEMALE TRANSPORTED TO THE HOSPITAL.CLEAR					
19044659	Feb 23 2019	07:54	MEDICAL	19XX ROBIN LN N	CENTERVILLE
Summary: EMS SUMMONED TO THE 1900 BLOCK OF ROBIN LANE NORTH. EXCEPTIONALLY CLEARED.					
19044890	Feb 23 2019	14:03	MEDICAL	8XX CIVIC HEIGHTS DR	CIRCLE PINES



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
Summary: MEDICAL. OFFICERS WERE DISPATCHED TO THE 800 BLOCK OF CIVIC HEIGHTS DR ON A MEDICAL. OFFICERS GATHERED MEDICAL ASSESSMENT FROM THE VICTIM. AMBULANCE CLEARED OFFICERS FROM THE SCENE PRIOR TO A TRANSPORT DECISION BEING MADE.CLEAR.					
19045266	Feb 23 2019	22:40	MEDICAL	73XX PELTIER CIR	CENTERVILLE
Summary: OFFICERS RESPONDED TO THE 7300 BLOCK OF PELTIER CIR REGARDING A MEDICAL. AMBULANCE ARRIVED AND CHECKED ON THE VICTIM. VICTIM WAS THEN TRANSPORTED TO THE HOSPITAL.CLEAR.					
19045094	Feb 23 2019	19:08	WARRANT ARREST	XX VILLAGE PKWY	CIRCLE PINES
Summary: WELFARE CHECK. OFFICERS WERE DISPATCHED TO THE 0 BLOCK OF VILLAGE PKWY ON A WELFARE CHECK. OFFICERS LOCATED THE MALE AND DETERMINED HE HAD A WARRANT FOR HIS ARREST. THE MALE WAS ARRESTED AND TRANSPORTED TO ANOKA COUNTY JAIL.CLEAR.					
19045101	Feb 23 2019	19:30	THEFT	38XX PATRIOT LN	LEXINGTON
Summary: RESIDENT ON PATRIOT LN REPORTED A THEFT OF SNOWBLOWER. CASE ACTIVE.					
19045079	Feb 23 2019	18:40	ACCIDENT-MV PD	91XX SOUTH HIGHWAY DR	LEXINGTON
Summary: PROPERTY DAMAGE ACCIDENT. OFFICERS WERE DISPATCHED TO 9100 BLOCK OF SOUTH HIGHWAY DR ON A REPORT OF A HIT AND RUN PROPERTY DAMAGE ACCIDENT. OFFICERS MADE CONTACT WITH BOTH INVOLVED PARTIES AND FACILITATED EXCHANGING INFORMATION.CLEAR.					
19045934	Feb 24 2019	20:54	WARRANT ATTEMPT	LAKE DR / GRIGGS AVE	LEXINGTON
Summary: A MALE WAS VERBALLY WARNED FOR AN OUTSTANDING WARRANT FOR HIS ARREST.					
19045317	Feb 24 2019	00:03	MEDICAL	70XX DUPRE RD	CENTERVILLE
Summary: OFFICERS RESPONDED TO THE 7000 BLOCK OF DUPRE RD REGARDING A MEDICAL. AMBULANCE ARRIVED AND CHECKED ON THE VICTIM. THE VICTIM WAS THEN TRANSPORTED TO THE HOSPITAL.CLEAR.					
19045599	Feb 24 2019	12:26	MEDICAL	3XX NOTTINGHAM DR	CIRCLE PINES
Summary: EMS SUMMONED TO THE 300 BLOCK OF NOTTINGHAM DR ON THE REPORT OF A MEDICAL SITUATION. EXCEPTIONALLY CLEARED.					
19045739	Feb 24 2019	15:34	MEDICAL	XX SOUTH DR	CIRCLE PINES
Summary: MEDICAL. OFFICERS WERE DISPATCHED TO THE 90 BLOCK OF SOUTH DR ON A MEDICAL. OFFICERS GATHERED MEDICAL ASSESSMENT INFORMATION FROM THE VICTIM AND ASSISTED AMBULANCE IN MOVING THEM TO THE GURNEY. AMBULANCE TRANSPORTED FOR FURTHER EVALUATION.CLEAR.					
19045886	Feb 24 2019	19:37	ALARM-BUSINESS	89XX SYNDICATE AVE	LEXINGTON
Summary: POLICE RESPONDED TO A VIDEO ALARM AT A BUILDING UNDER CONSTRUCTION. POLICE CLEARED THE BUILDING AND DID NOT FIND ANY SIGN OF A PROBLEM.					
19046492	Feb 25 2019	16:19	MEDICAL	XX WEST RD	CIRCLE PINES
Summary: MEDICAL. OFFICERS WERE DISPATCHED TO THE 0 BLOCK OF WEST RD ON A MEDICAL. OFFICERS GATHERED MEDICAL ASSESSMENT INFORMATION FROM THE VICTIM. AMBULANCE ARRIVED AND TRANSPORTED FOR FURTHER EVALUATION.CLEAR.					
19046029	Feb 25 2019	02:04	MEDICAL	XX EAST RD	CIRCLE PINES
Summary: OFFICERS RESPONDED TO THE 0 BLOCK OF EAST RD REGARDING A MEDICAL. AMBULANCE ARRIVED AND CHECKED ON THE VICTIM. THE VICTIM WAS THEN TRANSPORTED TO THE HOSPITAL.CLEAR.					
19046689	Feb 25 2019	22:29	DAMAGE TO PROPERTY	91XX JACKSON AVE	LEXINGTON



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
Summary: OFFICERS RESPONDED TO THE 9100 BLOCK OF JACKSON AVE REGARDING A DAMAGE TO PROPERTY REPORT. THE VICTIM GAVE OFFICERS A POSSIBLE SUSPECT NAME. FOLLOW UP WITH THE POSSIBLE SUSPECT ON A LATER DATE.CASE PENDING.					
19046673	Feb 25 2019	21:44	DOMESTIC	70XX CENTERVILLE RD	CENTERVILLE
Summary: POLICE RESPONDED TO AN INCIDENT IN CENTERVILLE REGARDING A MALE WITH A GUN. THE MALE WAS LATER APPREHENDED AND TAKEN INTO CUSTODY.					
19046714	Feb 25 2019	23:00	SUSPICIOUS ACTIVITY	70XX CENTERVILLE RD	CENTERVILLE
Summary: SUSPICIOUS ACTIVITY.OFFICERS OBSERVED SUSPICIOUS ACTIVITY IN THE 7000 BLOCK OF CENTERVILLE RD.AN ADULT MALE WAS IDENTIFIED AND ARRESTED.CASE CLOSED.					
19047129	Feb 26 2019	14:06	TRAFFIC-DAC IPS	XX NORTH RD	CIRCLE PINES
Summary: MISC OFFICER.SAW A MALE WITH A CAN-IPS LICENSE DRIVE TO BASE. MALE ARRESTED.					
19046892	Feb 26 2019	08:31	MEDICAL	2XX MOONLITE DR	CIRCLE PINES
Summary: MEDICAL.DISPATCHED TO 200 BLOCK OF MOONLITE DR ON A MEDICAL. PATIENT TRANSPORTED TO HOSPITAL.					
19046919	Feb 26 2019	09:16	MEDICAL	8XX CIVIC HEIGHTS DR	CIRCLE PINES
Summary: EMS SUMMONED TO THE 800 BLOCK OF CIVIC HTS ON THE REPORT OF A MEDICAL EMERGENCY. EXCEPTIONALLY CLEAR.					

**Unapproved minutes
CITY OF LEXINGTON
REGULAR COUNCIL MEETING
FEBRUARY 21, 2019 – 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 January 17, 2019 at 7:00 p.m. Councilmember's present: Devries, Harris, Hughes, and Murphy.

Also Present: Bill Petracek, City Administrator; Kurt Glaser, City Attorney; Chris Galiov, Finance Director; Jim Coan, Police Chief; Pat Aldrich, Police Lieutenant; Tim Harmsen and Glen Rank, Dinkytown Rentals; Amanda Kenable and John Barstow, Boulevard Bar and Grille.

2. CITIZENS FORUM

Tim Harmsen, Dinkytown Rentals, was present to provide the City Council an update on the progress of the Ephesians Apartment complex and the opening date. Harmsen stated they have begun leasing for a potential April opening. Harmsen also explained that they are in the process of remodeling the existing building by raising the rents and making the apartment complex smoke-free. He stated that 15 tenants moved out when they made that decision. They would be remodeling individual units as people move out. Discussion ensued.

3. APPROVAL OF AGENDA WITH CHANGES AND CORRECTIONS

Councilmember Hughes made a motion to approve the amended agenda as typewritten. Councilmember Devries seconded the motion. Motion carried 5-0.

4. LETTERS AND COMMUNICATIONS:

- A. Centennial Lakes Police Department Media Reports
- 1-2-19 through 2-12-19
- B. MSA – Proposed 2019 fees
- C. City Report
- D. North Metro TV – January 2019 Update
- E. Planning & Zoning meeting minutes – February 12, 2019

No discussion on Letters and Communications

5. CONSENT ITEMS:

A. Recommendation to Approve Council Minutes:
Council Meeting – January 17, 2019

B. Recommendation to Approve Claims and Bills:

1st SET

Check #'s 13611 through 13611

Check #'s 44437 through 44503

Check #'s 12418 through 12440

2nd SET

Check #'s 13612 through 13612

Check #'s 44504 through 44558

Check #'s 12444 through 12464

Check #'s 12466 through 12479

VOID #12382

C. Financial Reports

- Cash Balances
- Fund Summary – Budget to Actual

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

6. ACTION ITEMS:

A. Recommendation to approve Resolution NO. 19-05 A Resolution Adopting
A Statement of Interest In All-Hazard Mitigation Planning

Councilmember Harris made a motion to approve Resolution NO. 19-05 A Resolution Adopting A Statement of Interest In All-Hazard Mitigation Planning. Councilmember Murphy seconded the motion. Motion carried 5-0.

B. Recommendation to approve Liquor License Application for Boulevard Bar
& Grille (formerly Station 57)

Amanda Kenaible was present to answer questions on her new restaurant. She stated that their tentative opening date is April 1st following the full remodel of the building. Discussion ensued.

Councilmember Devries made a motion to approve Liquor License Application for Boulevard Bar & Grille (formerly Station 57). Councilmember Harris seconded the motion. Motion carried 5-0.

- C. Recommendation to approve Single Use Special Event Permit for City Heat Charities Annual Benefit Ride – June 2, 2019 (Cowboy’s Saloon)

Councilmember Devries made a motion to approve Single Use Special Event Permit for City Heat Charities Annual Benefit Ride – June 2, 2019 (Cowboy’s Saloon). Councilmember Harris seconded the motion. Motion carried 5-0.

- D. Recommendation to approve final debt payment for liquor store expansion project in the amount of \$176,000.00 from the Liquor Fund

Councilmember Hughes made a motion to approve final debt payment for liquor store expansion project in the amount of \$176,000.00 from the Liquor Fund. Councilmember Murphy seconded the motion. Motion carried 5-0.

7. MAYOR AND COUNCIL INPUT

Councilmember Devries complimented public works on how well the streets were getting plowed. Discussin ensued.

Councilmember Harris asked to have a “snowmobile on city streets only” sign placed at the intersection of Edgewood and Hamline. She stated that snowmobilers are now driving around her snow fence on her lawn. Discussion ensued. Petracek stated he will have one put up.

Mayor Kurth asked that “No Parking” signs be placed in front of Cowboy’s Saloon next to the fire station. It is difficult to get the fire engine out of the station onto South Highway Drive when cars are parked in those two spots in front of Cowboy’s. Discussion ensued. Attorney Glaser stated that Chief Grote can declare them “fire lanes.” Petracek stated he would follow-up with Chief Grote.

8. ADMINISTRATOR INPUT

No input from the city administrator.

9. ADJOURNMENT

Councilmember Devries made motion to adjourn the meeting at 7:24 p.m. Councilmember Murphy seconded the motion. Motion carried 5-0.

CITY OF LEXINGTON

RECOMMEND FOR APPROVAL OF CLAIMS AND BILLS

The following claims and bills have been presented to the Council for approval at the Council Meeting of March 7, 2019.

(1) Payroll

Checks	13613 through	13613	\$	107.21
Vouchers	501776 through	501791	\$	17,312.49
Payroll Taxes				
	Federal Tax	\$2,442.61		
	Social Security	\$3,076.42		
	Medicare	\$719.48		
				\$6,238.51
	State Tax	\$1,221.26	\$1,221.26	
	Total			\$7,459.77

(2) General and Liquor Payment Recommendations:

Checks	44560 through	44609	\$	176,300.51
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(3) ACH and Credit Card Payments for: JAN 2019

ACH Checks:	2420E through	2437E	\$	28,887.39
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Total Payments and Withdrawals Approval			\$	230,067.37
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Centennial Lakes Police Payment Recommendations:

Checks	12480 through	12496	\$	68,291.21
VOID	12466		\$	(174.00)
ACH	through		\$	-
Total Payments			\$	68,117.21

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March 2019

		Check Amt	Invoice	Comment
10100 4M FUND				
Paid Chk#	044560	3/7/2019	ACTION BROADCASTING SERVICES	
E 609-00000-340	Advertising	\$153.00	69462	MARCH 2019 ADVERTISING
Total ACTION BROADCASTING SERVICES		\$153.00		
Paid Chk#	044561	3/7/2019	AFSCME MN COUNCIL 5	
G 101-21719	Union Dues	\$200.48		MARCH 2019 UNION DUES
Total AFSCME MN COUNCIL 5		\$200.48		
Paid Chk#	044562	3/7/2019	AMAZON	
E 101-41500-200	Office Supplies	\$145.57	1JTJ-WLGY-K	OFFICE SUPPLIES
Total AMAZON		\$145.57		
Paid Chk#	044563	3/7/2019	AMERICAN BOTTLING	
E 609-00000-254	Miscellaneous Purchase	\$324.65	3562808967	
Total AMERICAN BOTTLING		\$324.65		
Paid Chk#	044564	3/7/2019	ANOKA COUNTY TREASURY	
E 101-41900-329	Cable/Internet	\$75.00	B190215W	MARCH 2019 BROADBAND
Total ANOKA COUNTY TREASURY		\$75.00		
Paid Chk#	044565	3/7/2019	AUTOPLUS AUTO PARTS	
E 101-43100-210	Operating Supplies	\$43.00	038892257	PARTS AND SUPPLIES - PW
E 101-43100-210	Operating Supplies	\$1.82	038892778	PARTS AND SUPPLIES - PW
Total AUTOPLUS AUTO PARTS		\$44.82		
Paid Chk#	044566	3/7/2019	AVESIS VISION PLAN	
E 101-41500-160	Health/Dental Insurance	\$22.08	2262770	MARCH 2019 PREMIUM
E 101-43100-160	Health/Dental Insurance	\$8.36	2262770	MARCH 2019 PREMIUM
E 101-45200-160	Health/Dental Insurance	\$5.58	2262770	MARCH 2019 PREMIUM
E 609-00000-160	Health/Dental Insurance	\$28.66	2262770	MARCH 2019 PREMIUM
Total AVESIS VISION PLAN		\$64.68		
Paid Chk#	044567	3/7/2019	BELLBOY CORPORATION	
E 609-00000-251	Liquor Purchase	\$1,817.24	0068312100	
E 609-00000-253	Wine Purchase	\$1,631.99	0068406300	
E 609-00000-254	Miscellaneous Purchase	\$570.61	0098987901	
E 609-00000-254	Miscellaneous Purchase	\$259.08	0099053000	
Total BELLBOY CORPORATION		\$4,278.92		
Paid Chk#	044568	3/7/2019	BERNICKS BEVERAGES	
E 609-00000-252	Beer Purchase	\$50.40	482252	
E 609-00000-252	Beer Purchase	\$436.35	482253	
E 609-00000-252	Beer Purchase	\$254.75	483945	
Total BERNICKS BEVERAGES		\$741.50		
Paid Chk#	044569	3/7/2019	BLAINE LOCK & SAFE INC	
E 101-42260-401	Repair Buildings	\$160.00	22150	DOOR REPAIRS - FD
Total BLAINE LOCK & SAFE INC		\$160.00		
Paid Chk#	044570	3/7/2019	BREAKTHRU BEVERAGE MN	
G 609-20202	Accounts Payable - Resale	\$55.40	1080798344	
E 609-00000-251	Liquor Purchase	\$2,226.23	1080929306	
E 609-00000-251	Liquor Purchase	\$27.70	1080929307	
E 609-00000-251	Liquor Purchase	\$1,046.50	1080929645	
E 609-00000-251	Liquor Purchase	\$2,420.36	1080932329	
G 609-20202	Accounts Payable - Resale	(\$42.88)	2080058827	

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March 2019

			Check Amt	Invoice	Comment
G 609-20202	Accounts Payable - Resale		(\$17.10)	2080144971	
G 609-20202	Accounts Payable - Resale		(\$118.36)	2080145693	
G 609-20202	Accounts Payable - Resale		(\$62.60)	2080149584	
G 609-20202	Accounts Payable - Resale		(\$133.46)	2080151014	
G 609-20202	Accounts Payable - Resale		(\$152.57)	2080153469	
G 609-20202	Accounts Payable - Resale		(\$82.50)	2080153814	
G 609-20202	Accounts Payable - Resale		(\$46.15)	2080165387	
G 609-20202	Accounts Payable - Resale		(\$96.00)	2080168118	
G 609-20202	Accounts Payable - Resale		(\$5.04)	2080172252	
G 609-20202	Accounts Payable - Resale		(\$167.00)	2080174097	
G 609-20202	Accounts Payable - Resale		(\$523.40)	2080191494	
G 609-20202	Accounts Payable - Resale		(\$9.00)	2080195529	
G 609-20202	Accounts Payable - Resale		(\$27.00)	2080195530	
G 609-20202	Accounts Payable - Resale		(\$36.00)	2080195535	
G 609-20202	Accounts Payable - Resale		(\$4.77)	2080208141	
G 609-20202	Accounts Payable - Resale		(\$19.94)	2080216376	
Total BREAKTHRU BEVERAGE MN			\$4,232.42		
Paid Chk# 044571 3/7/2019 CAPITOL BEVERAGE SALES					
E 609-00000-252	Beer Purchase		(\$20.00)	2224235	
E 609-00000-252	Beer Purchase		\$5,345.00	2224237	
E 609-00000-252	Beer Purchase		\$5,043.60	2227045	
E 609-00000-252	Beer Purchase		\$337.60	2228458	
E 609-00000-252	Beer Purchase		(\$203.20)	254-0924	
Total CAPITOL BEVERAGE SALES			\$10,503.00		
Paid Chk# 044572 3/7/2019 CARGILL					
E 101-43100-231	Snow Removal Materials		\$2,566.96	2904597818	ROAD SALT
Total CARGILL			\$2,566.96		
Paid Chk# 044573 3/7/2019 CENTENNIAL LAKES PD					
E 101-42110-230	Contracted Services		\$58,238.49		march 2019 MONTHLY POLICE SERVICES
Total CENTENNIAL LAKES PD			\$58,238.49		
Paid Chk# 044574 3/7/2019 CENTERPOINT ENERGY PO BOX 4671					
E 609-00000-383	Gas Utilities		\$562.37		FEB 2019 UTILITIES
E 101-43100-383	Gas Utilities		\$196.84		FEB 2019 UTILITIES
E 101-45200-383	Gas Utilities		\$196.84		FEB 2019 UTILITIES
E 651-00000-383	Gas Utilities		\$98.41		FEB 2019 UTILITIES
E 730-00000-383	Gas Utilities		\$246.05		FEB 2019 UTILITIES
E 770-00000-383	Gas Utilities		\$246.05		FEB 2019 UTILITIES
Total CENTERPOINT ENERGY PO BOX 4671			\$1,546.56		
Paid Chk# 044575 3/7/2019 CINTAS					
E 609-00000-255	Linens		\$124.65	4017132372	MAT SERVICE - MLS
Total CINTAS			\$124.65		
Paid Chk# 044576 3/7/2019 CIRCLE PINES, CITY OF					
E 599-42110-601	Bond Principal		\$4,583.33		MARCH 2019 POLICE BLDG PAYMENT
E 599-42110-611	Bond Interest		\$189.79		MARCH 2019 POLICE BLDG PAYMENT
G 220-20200	Accounts Payable		\$66.65	549	2018 SAFETY TRAINING COST SHARE
G 101-20200	Accounts Payable		\$600.00	549	2018 SAFETY TRAINING COST SHARE
G 609-20200	Accounts Payable		\$66.67	549	2018 SAFETY TRAINING COST SHARE
G 651-20200	Accounts Payable		\$66.67	549	2018 SAFETY TRAINING COST SHARE
G 730-20200	Accounts Payable		\$266.67	549	2018 SAFETY TRAINING COST SHARE
G 770-20200	Accounts Payable		\$266.67	549	2018 SAFETY TRAINING COST SHARE

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March 2019

		Check Amt	Invoice	Comment
Total CIRCLE PINES, CITY OF		\$6,106.45		
Paid Chk#	044577	3/7/2019	CLEAR RIVER BEVERAGE COMPANY	
E 609-00000-252	Beer Purchase	\$526.00	101-6738	
Total CLEAR RIVER BEVERAGE COMPANY		\$526.00		
Paid Chk#	044578	3/7/2019	CONNEXUS ENERGY	
G 101-20200	Accounts Payable	\$125.00	INV0001016.	2018 EVON DEV COST SHARE
Total CONNEXUS ENERGY		\$125.00		
Paid Chk#	044579	3/7/2019	CRYSTEEL TRUCK EQUIPMENT	
E 101-43100-404	Repair Machinery/Equipment	\$732.46	F44054	TRUCK REPAIR PARTS - PW
Total CRYSTEEL TRUCK EQUIPMENT		\$732.46		
Paid Chk#	044580	3/7/2019	DAHLHEIMER DISTRIBUTING	
E 609-00000-252	Beer Purchase	\$14,846.32	1403231	
E 609-00000-252	Beer Purchase	\$3,370.45	200114	
E 609-00000-252	Beer Purchase	\$215.00	200302	
E 609-00000-252	Beer Purchase	\$238.00	200602	
E 609-00000-252	Beer Purchase	\$336.00	201006	
Total DAHLHEIMER DISTRIBUTING		\$19,005.77		
Paid Chk#	044581	3/7/2019	DAVE PERKINS CONTRACTING, INC.	
G 770-20200	Accounts Payable	\$966.00	26717	LIFT STATION REPAIRS
Total DAVE PERKINS CONTRACTING, INC.		\$966.00		
Paid Chk#	044582	3/7/2019	FORESTEDGE WINERY	
E 609-00000-253	Wine Purchase	\$126.00	3033	
Total FORESTEDGE WINERY		\$126.00		
Paid Chk#	044583	3/7/2019	HAWKINS INC	
E 730-00000-216	Chemicals	\$10.00	4450144	
Total HAWKINS INC		\$10.00		
Paid Chk#	044584	3/7/2019	HOHENSTEINS INC	
E 609-00000-252	Beer Purchase	\$596.20	122775	
E 609-00000-252	Beer Purchase	\$838.00	123894	
Total HOHENSTEINS INC		\$1,434.20		
Paid Chk#	044585	3/7/2019	HYDRAULIC SPECIALTY INC	
E 101-43100-221	Equipment Parts	\$7.16	0904970538	PARTS - LOADER
Total HYDRAULIC SPECIALTY INC		\$7.16		
Paid Chk#	044586	3/7/2019	JJ TAYLOR	
E 609-00000-252	Beer Purchase	(\$89.60)	2896364	
E 609-00000-252	Beer Purchase	\$2,138.26	2934887	
E 609-00000-252	Beer Purchase	\$138.25	2934894	
E 609-00000-252	Beer Purchase	\$5,057.48	2934919	
Total JJ TAYLOR		\$7,244.39		
Paid Chk#	044587	3/7/2019	JOHNSON BROTHERS LIQUOR	
E 609-00000-251	Liquor Purchase	\$162.42	1220764	
E 609-00000-253	Wine Purchase	\$713.68	1220765	
E 609-00000-251	Liquor Purchase	\$685.84	1220766	
E 609-00000-254	Miscellaneous Purchase	\$97.21	1222190	
E 609-00000-253	Wine Purchase	\$2,326.57	1222191	
E 609-00000-251	Liquor Purchase	\$2,432.80	1222273	

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March 2019

			Check Amt	Invoice	Comment
E 609-00000-253	Wine Purchase		\$1,898.64	1222274	
E 609-00000-254	Miscellaneous Purchase		\$70.42	1222275	
E 609-00000-251	Liquor Purchase		\$1,255.18	1222276	
E 609-00000-251	Liquor Purchase		\$3,773.90	1227455	
E 609-00000-253	Wine Purchase		\$4,865.79	1227456	
E 609-00000-251	Liquor Purchase		\$8,249.36	1227457	
E 609-00000-253	Wine Purchase		(\$204.54)	526703	
Total	JOHNSON BROTHERS LIQUOR		\$26,327.27		
Paid Chk# 044588	3/7/2019	M AMUNDSON LLP			
E 609-00000-256	Tobacco Products For Resale		\$2,087.50	274705	
E 609-00000-256	Tobacco Products For Resale		\$2,759.28	275100	
E 609-00000-256	Tobacco Products For Resale		\$2,207.78	275491	
Total	M AMUNDSON LLP		\$7,054.56		
Paid Chk# 044589	3/7/2019	MKL SERVICES, LLC			
E 101-41500-400	General Maintenance		\$100.00	03072019	WEEK ENDING 02/23/2019
E 101-41500-400	General Maintenance		\$100.00	03072019	WEEK ENDING 03/02/2019
Total	MKL SERVICES, LLC		\$200.00		
Paid Chk# 044590	3/7/2019	MN DEPT OF HEALTH			
G 730-23000	Water Testing		\$992.00		Q1 2019 WATER SUPPLY CONN. FEE
Total	MN DEPT OF HEALTH		\$992.00		
Paid Chk# 044591	3/7/2019	NCPERS GROUP LIFE INSURANCE			
G 101-21724	Life Insurance		\$80.00	586800032019	MARCH 2019 PREMIUM
Total	NCPERS GROUP LIFE INSURANCE		\$80.00		
Paid Chk# 044592	3/7/2019	OREILLY AUTO PARTS			
E 101-43100-221	Equipment Parts		\$27.69	3472-379640	PARTS - PW
Total	OREILLY AUTO PARTS		\$27.69		
Paid Chk# 044593	3/7/2019	PACE ANALYTICAL			
E 730-00000-306	Water Testing		\$50.00	19100246405	WATER TEST FEE
E 730-00000-306	Water Testing		\$50.00	19100246922	WATER TEST FEE
Total	PACE ANALYTICAL		\$100.00		
Paid Chk# 044594	3/7/2019	PAUSTIS & SONS			
E 609-00000-253	Wine Purchase		\$203.50	41022	
Total	PAUSTIS & SONS		\$203.50		
Paid Chk# 044595	3/7/2019	PEPSI COLA COMPANY			
E 609-00000-254	Miscellaneous Purchase		\$193.30	28759106	
Total	PEPSI COLA COMPANY		\$193.30		
Paid Chk# 044596	3/7/2019	PHILLIPS WINE AND SPIRITS INC			
E 609-00000-251	Liquor Purchase		\$449.74	2505453	
E 609-00000-251	Liquor Purchase		\$270.05	2505454	
E 609-00000-251	Liquor Purchase		\$558.43	2506423	
E 609-00000-251	Liquor Purchase		\$417.68	2506424	
E 609-00000-254	Miscellaneous Purchase		\$25.61	2506425	
E 609-00000-251	Liquor Purchase		\$118.21	2510168	
E 609-00000-253	Wine Purchase		\$515.57	2510169	
E 609-00000-254	Miscellaneous Purchase		\$27.00	2510170	
E 609-00000-251	Liquor Purchase		(\$136.21)	320752	
Total	PHILLIPS WINE AND SPIRITS INC		\$2,246.08		

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March 2019

		Check Amt	Invoice	Comment
Paid Chk#	044597	3/7/2019	RED BULL DISTRIBUTION CO.	
E 609-00000-254	Miscellaneous Purchase	\$144.00	K-58391179	
Total RED BULL DISTRIBUTION CO.		\$144.00		
Paid Chk#	044598	3/7/2019	ROSEVILLE, CITY OF	
E 101-41900-230	Contracted Services	\$571.90	0225692	FEB 2019 IT SERVICES
E 101-42260-230	Contracted Services	\$163.40	0225692	FEB 2019 IT SERVICES
E 101-43100-230	Contracted Services	\$163.40	0225692	FEB 2019 IT SERVICES
E 101-45200-230	Contracted Services	\$163.40	0225692	FEB 2019 IT SERVICES
E 609-41900-230	Contracted Services	\$163.40	0225692	FEB 2019 IT SERVICES
E 651-41900-230	Contracted Services	\$81.70	0225692	FEB 2019 IT SERVICES
E 730-41900-230	Contracted Services	\$163.40	0225692	FEB 2019 IT SERVICES
E 770-41900-230	Contracted Services	\$163.40	0225692	FEB 2019 IT SERVICES
Total ROSEVILLE, CITY OF		\$1,634.00		
Paid Chk#	044599	3/7/2019	SCHNEIDER CUSTOM WOODWORKS	
E 609-00000-400	General Maintenance	\$1,064.00		COUNTERTOPS LAMINATE - MLS
Total SCHNEIDER CUSTOM WOODWORKS		\$1,064.00		
Paid Chk#	044600	3/7/2019	SHAMROCK GROUP, INC.	
E 609-00000-257	Ice For Resale	\$169.00	2335243	
Total SHAMROCK GROUP, INC.		\$169.00		
Paid Chk#	044601	3/7/2019	SMITH & GLASER, L.L.C.	
E 101-42110-304	Legal Fees	\$7,657.00	201601	DEC 2018 PROSECUTIONS
Total SMITH & GLASER, L.L.C.		\$7,657.00		
Paid Chk#	044602	3/7/2019	SOUTHERN GLAZERS OF MN	
E 609-00000-251	Liquor Purchase	\$1,177.17	1785489	
E 609-00000-254	Miscellaneous Purchase	\$37.42	1785490	
E 609-00000-253	Wine Purchase	\$271.55	1785491	
E 609-00000-251	Liquor Purchase	\$2,712.79	1788049	
E 609-00000-253	Wine Purchase	\$603.36	1788050	
Total SOUTHERN GLAZERS OF MN		\$4,802.29		
Paid Chk#	044603	3/7/2019	SPRINT	
E 101-43100-321	Telephone	\$102.62	495076029-19	FEB-MAR 2019 CELL SERVICE
E 101-45200-321	Telephone	\$102.62	495076029-19	FEB-MAR 2019 CELL SERVICE
E 651-00000-321	Telephone	\$51.31	495076029-19	FEB-MAR 2019 CELL SERVICE
E 730-00000-321	Telephone	\$128.28	495076029-19	FEB-MAR 2019 CELL SERVICE
E 770-00000-321	Telephone	\$128.31	495076029-19	FEB-MAR 2019 CELL SERVICE
Total SPRINT		\$513.14		
Paid Chk#	044604	3/7/2019	TKO WINES INC	
E 609-00000-253	Wine Purchase	\$478.80	7780	
Total TKO WINES INC		\$478.80		
Paid Chk#	044605	3/7/2019	TWIST OFFICE PRODUCTS	
E 609-00000-400	General Maintenance	\$38.64	865583-0	SUPPLIES - MLS
Total TWIST OFFICE PRODUCTS		\$38.64		
Paid Chk#	044606	3/7/2019	URBAN GROWLER BREWING CO.	
E 609-00000-252	Beer Purchase	\$264.00	E-23303	
Total URBAN GROWLER BREWING CO.		\$264.00		
Paid Chk#	044607	3/7/2019	WALTERS RUBBISH INC	
E 101-41500-384	Refuse/Garbage Disposal	\$63.81	3644084	FEB 2019 SERVICE

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March 2019

		Check Amt	Invoice	Comment
E 101-43100-384	Refuse/Garbage Disposal	\$34.85	3644084	FEB 2019 SERVICE
E 101-45200-384	Refuse/Garbage Disposal	\$34.85	3644084	FEB 2019 SERVICE
E 651-00000-384	Refuse/Garbage Disposal	\$10.49	3644084	FEB 2019 SERVICE
E 730-00000-384	Refuse/Garbage Disposal	\$47.05	3644084	FEB 2019 SERVICE
E 770-00000-384	Refuse/Garbage Disposal	\$47.05	3644084	FEB 2019 SERVICE
E 609-00000-384	Refuse/Garbage Disposal	\$93.20	3644084	FEB 2019 SERVICE
Total WALTERS RUBBISH INC		\$331.30		
<hr/>				
Paid Chk# 044608	3/7/2019	WINE COMPANY		
E 609-00000-253	Wine Purchase	(\$87.30)	97792	
E 609-00000-253	Wine Purchase	\$661.20	97822	
Total WINE COMPANY		\$573.90		
<hr/>				
Paid Chk# 044609	3/7/2019	WINE MERCHANTS		
E 609-00000-253	Wine Purchase	\$1,016.68	7221102	
E 609-00000-253	Wine Purchase	\$435.84	7221828	
E 609-00000-253	Wine Purchase	\$84.09	7222792	
E 609-00000-253	Wine Purchase	(\$14.70)	724902	
Total WINE MERCHANTS		\$1,521.91		
10100 4M FUND		\$176,300.51		

Fund Summary

10100 4M FUND	
101 GENERAL FUND	\$72,691.18
220 LOVELL BUILDING	\$66.65
599 POLICE BUILDING	\$4,773.12
609 MUNICIPAL LIQUOR FUND	\$94,690.05
651 STORM WATER FUND	\$308.58
730 WATER FUND	\$1,953.45
770 SEWER FUND	\$1,817.48
	<hr/>
	\$176,300.51

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January 2019 to March 2019

			Check Amt	Invoice	Comment
10100 4M FUND					
Paid Chk# 002420E 1/1/2019 CONNEXUS ENERGY					
G 101-20200	Accounts Payable		\$84.18		NOV 2018 UTILITIES
G 101-20200	Accounts Payable		\$243.81		NOV 2018 UTILITIES
G 770-20200	Accounts Payable		\$71.06		NOV 2018 UTILITIES
G 770-20200	Accounts Payable		\$37.79		NOV 2018 UTILITIES
Total CONNEXUS ENERGY			\$436.84		
Paid Chk# 002421E 1/1/2019 LINCOLN NATIONAL LIFE					
E 101-41500-134	ST/LT Disability Insurance		\$259.26	3790962605	JAN 2019 PREMIUM
E 101-43100-134	ST/LT Disability Insurance		\$83.74	3790962605	JAN 2019 PREMIUM
E 101-45200-134	ST/LT Disability Insurance		\$55.83	3790962605	JAN 2019 PREMIUM
E 609-00000-134	ST/LT Disability Insurance		\$179.63	3790962605	JAN 2019 PREMIUM
Total LINCOLN NATIONAL LIFE			\$578.46		
Paid Chk# 002422E 1/1/2019 HEALTHPARTNERS					
E 609-00000-160	Health/Dental Insurance		\$1,078.20	85846719	JAN 2019 PREMIUM
E 101-43100-160	Health/Dental Insurance		\$525.52	85846719	JAN 2019 PREMIUM
E 101-45200-160	Health/Dental Insurance		\$350.34	85846719	JAN 2019 PREMIUM
E 101-41500-160	Health/Dental Insurance		\$1,740.58	85846719	JAN 2019 PREMIUM
E 609-00000-160	Health/Dental Insurance		\$430.56	85846719	JAN 2019 PREMIUM
E 101-41500-160	Health/Dental Insurance		\$641.89	85846719	JAN 2019 PREMIUM
E 101-43100-160	Health/Dental Insurance		\$1,099.34	85846719	JAN 2019 PREMIUM
E 101-45200-160	Health/Dental Insurance		\$732.89	85846719	JAN 2019 PREMIUM
E 101-41500-160	Health/Dental Insurance		\$767.32	85846719	JAN 2019 PREMIUM
E 101-41500-160	Health/Dental Insurance		\$915.75	85846719	JAN 2019 PREMIUM
Total HEALTHPARTNERS			\$8,282.39		
Paid Chk# 002423E 1/26/2019 AFLAC					
G 101-21725	Supplemental Insurance		\$166.44	146317	JAN 2019 PREMIUM
Total AFLAC			\$166.44		
Paid Chk# 002424E 1/8/2019 XCEL ENERGY					
G 101-20200	Accounts Payable		\$1,496.81	618597772	NOVEMBER 2018 UTILITIES
G 651-20200	Accounts Payable		\$99.38	618597772	NOVEMBER 2018 UTILITIES
G 730-20200	Accounts Payable		\$248.46	618597772	NOVEMBER 2018 UTILITIES
G 770-20200	Accounts Payable		\$460.42	618597772	NOVEMBER 2018 UTILITIES
G 609-20200	Accounts Payable		\$1,282.38	618597772	NOVEMBER 2018 UTILITIES
G 220-22040	Dominium Escrow - Lovell Bldg		\$2,747.32	618597772	NOVEMBER 2018 UTILITIES
Total XCEL ENERGY			\$6,334.77		
Paid Chk# 002425E 1/22/2019 CENTERPOINT ENERGY					
G 101-20200	Accounts Payable		\$724.13		DECEMBER 2018 UTILITIES
G 651-20200	Accounts Payable		\$65.18		DECEMBER 2018 UTILITIES
G 730-20200	Accounts Payable		\$163.00		DECEMBER 2018 UTILITIES
G 770-20200	Accounts Payable		\$163.00		DECEMBER 2018 UTILITIES
G 609-20200	Accounts Payable		\$441.01		DECEMBER 2018 UTILITIES
Total CENTERPOINT ENERGY			\$1,556.32		
Paid Chk# 002426E 1/9/2019 PERA					
G 101-21704	PERA		\$1,854.45		01/09/2019 PAYROLL
G 101-21717	PERA		\$2,139.75		01/09/2019 PAYROLL
G 101-21704	PERA		\$1,762.87		01/23/2019 PAYROLL
G 101-21717	PERA		\$2,034.08		01/23/2019 PAYROLL
Total PERA			\$7,791.15		

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January 2019 to March 2019

		Check Amt	Invoice	Comment
Paid Chk# 002427E 1/8/2019 HSA BANK				
G 101-21726	HSA Additional Withholding	\$377.00		EMPLOYEE CONTRIBUTIONS
E 101-41500-160	Health/Dental Insurance	\$11.25		HSA SERVICE FEE
Total HSA BANK		\$388.25		
Paid Chk# 002428E 1/25/2019 TASC - FLEX SYSTEM				
E 101-41500-430	Miscellaneous	\$158.16	IN1448991	2019 COBRA ADMIN FEE
Total TASC - FLEX SYSTEM		\$158.16		
Paid Chk# 002429E 1/25/2019 HOME DEPOT				
G 101-20200	Accounts Payable	\$153.64	7022540R	SHOP SUPPLIES - PW
Total HOME DEPOT		\$153.64		
Paid Chk# 002430E 1/15/2019 DOLLAR TREE STORES				
G 101-20200	Accounts Payable	\$16.07		SHOP SUPPLIES
Total DOLLAR TREE STORES		\$16.07		
Paid Chk# 002431E 1/15/2019 FLEET FARM				
G 101-20200	Accounts Payable	\$58.87		SHOP SUPPLIES - PW
G 101-20200	Accounts Payable	\$64.21		SHOP SUPPLIES - PW
Total FLEET FARM		\$123.08		
Paid Chk# 002432E 1/15/2019 EARLYBIRD ELECTRIC				
G 609-20200	Accounts Payable	\$2,364.50	333810	HEAT TAPE FOR MLS ROOF
Total EARLYBIRD ELECTRIC		\$2,364.50		
Paid Chk# 002433E 1/15/2019 MISC CUSTOMERS				
G 609-20200	Accounts Payable	\$96.63		ORECK - PARTS
Total MISC CUSTOMERS		\$96.63		
Paid Chk# 002434E 1/15/2019 WALGREENS				
G 101-20200	Accounts Payable	\$58.35		FRAMES - FIRE DEPT
Total WALGREENS		\$58.35		
Paid Chk# 002435E 1/15/2019 NATIONAL REGISTRY OF EMT				
G 101-20200	Accounts Payable	\$320.00		EMT APPLICATIONS - FIRE DEPT
Total NATIONAL REGISTRY OF EMT		\$320.00		
Paid Chk# 002436E 1/15/2019 FACEBOOK				
G 101-20200	Accounts Payable	\$7.34	FYUTDJAHX2	CITY PAGE
Total FACEBOOK		\$7.34		
Paid Chk# 002437E 1/15/2019 US BANK - VISA				
E 101-41500-440	Bank Charges	\$55.00		ANNUAL FEE
Total US BANK - VISA		\$55.00		
10100 4M FUND		\$28,887.39		

*Check Detail Register©

January 2019 to March 2019

Check Amt Invoice Comment

Fund Summary

10100 4M FUND

101 GENERAL FUND	\$18,958.87
220 LOVELL BUILDING	\$2,747.32
609 MUNICIPAL LIQUOR FUND	\$5,872.91
651 STORM WATER FUND	\$164.56
730 WATER FUND	\$411.46
770 SEWER FUND	\$732.27
	<hr/>
	\$28,887.39

Report Criteria:
 Report type: Summary

GL Period	Check Issue Date	Ck No	Payee	Description	Check Amount
02/19	02/13/2019	12466	ABRAMS & SCHMIDT LLC	NOV LEGAL FEES	174.00- V
02/19	02/13/2019	12480	ABRAMS & SCHMIDT LLC	NOV LEGAL FEES	174.00
02/19	02/22/2019	12484	CENTENNIAL UTILITIES	JAN UTILITIES	1,118.73
02/19	02/22/2019	12485	CONNEXUS ENERGY	ELECTRIC JANUARY	2,662.60
02/19	02/22/2019	12486	DELTA DENTAL	MARCH DENTAL INS	1,389.00
02/19	02/22/2019	12487	DON'S CIRCLE SERVICE	VEHICLE REPAIRS & MTC	177.00
02/19	02/22/2019	12488	E C S I, LLC	ANNUAL FIRE ALARM MONITORING	360.00
02/19	02/22/2019	12489	HEALTH PARTNERS	MARCH HEALTH INS	12,770.45
02/19	02/22/2019	12490	LEAGUE OF MN CITIES INS TRUST	2018 PROPRT/LIAB/VEH INS 1/1-12/3	46,152.00
02/19	02/22/2019	12491	MMKR INC	PROGRESS BILLING 2018 AUDIT	1,390.00
02/19	02/22/2019	12492	POPP COMUNICATIONS	DSL LINE FOR WIFI	70.90
02/19	02/22/2019	12493	QUILL CORPORATION	OFFICE SUPPLIES	96.82
02/19	02/22/2019	12494	THE SIGN PRODUCERS	FACILITY UPDATING	1,240.00
02/19	02/22/2019	12495	SUPPLYWORKS	TOWELS/TISSUE/LINERS	629.41
02/19	02/22/2019	12496	TASC	2ND QTR COBRA ADMIN FEE	60.30
Grand Totals:					<u><u>68,117.21</u></u>

M = Manual Check, V = Void Check

Memorandum

TO: Mayor and City Council
FROM: Kurt Glaser, City Attorney
DATE: February 28, 2019
RE: Ephesians at Lexington
Summary of Resolutions before the Council

SUMMARY: The five Resolutions before the Council are necessary to approve or amend the City's agreements with the owners of Ephesians, to authorize the land use documents to give them clear title, and to approve their final plat.

DISCUSSION: A brief explanation of each Resolution for consideration by the Council.

1. Resolution 19-06 - Adopting Development Agreement and Amendment to Development Agreement for Ephesians
 - a. The purpose of this Resolution is for the Council to approve an amendment to the existing Development Agreement between the City and Ephesians. The amendment was necessary because Ephesians needed to change the manner in which they financed construction of their project. Those changes had impacts deadlines and the City's controls over their project.
2. Resolution 19-07 - Authorizing Vacation Of Easements
 - a. The first purpose of this Resolution is to remove old public utility easements replicated on the new Plat. The second purpose is to remove a fire access easement written across three old parcels now replaced by the Plat. Given how this Plat combines those into a single parcel, Ephesians will replace the old fire access easements with a single, new easement.
3. Resolution 19-08 - Authorizing Quit Claim Deed
 - a. The purpose of this Resolution is to give Ephesians a section of land surrounded by Ephesian's property that was intended for use a piece of Duwayne Avenue. The City no longer needs this section of roadway, as this land is now part of the driveway into the Ephesians complex. Originally, this small, thirty-three foot parcel appeared as a Right of Way for an unused portion of Duwayne Avenue. However, research determined that the City owned this land outright. This Deed transfers the land to Ephesians.
4. Resolution 19-09 - Adopting Final Plat For Ephesians
 - a. The purpose of this Resolution is to adopt the Final Plat for Ephesians as required by law, and as approved by your City Engineer.
5. Resolution 19-10 - Authorizing Recording of Documents
 - a. The purpose of this Resolution is to authorize City Staff and Consultants to perform administrative tasks to record necessary documents with County and oversee Ephesians as they Close their transactions on their land.

CITY OF LEXINGTON
COUNTY OF ANOKA
STATE OF MINNESOTA

RESOLUTION #19-06

A RESOLUTION ADOPTING DEVELOPMENT AGREEMENT
AND
AMENDMENT TO DEVELOPMENT AGREEMENT

WHEREAS, effective April 5, 2018, the City of Lexington and 89 Lexington Lakes, LLC, (the “Developer”) entered into a DEVELOPMENT/SUBDIVISION AGREEMENT for the development and construction of an apartment building on the Plat, Ephesians of Lexington.

WHEREAS, the Developer asked the City to change provisions of that Agreement due to issues with financing the construction. In order to accommodate those changes the Parties have jointly negotiated the FIRST AMENDMENT TO DEVELOPMENT/SUBDIVISION AGREEMENT.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND KNOWN TO ALL, that the City of Lexington, as follows:

The City DOES adopt the provisions of the FIRST AMENDMENT TO DEVELOPMENT/SUBDIVISION AGREEMENT, and authorizes the Mayor to execute same.

THE VOTE OF THE CITY COUNCIL FOR ADOPTION OF THIS RESOLUTION WAS UNANIMOUSLY IN FAVOR OF THE RESOLUTION.

PASSED AND DULY ADOPTED this 7th day of March 2019 by the City Council of the City of Lexington.

Mark Kurth, Mayor

Attest:

Bill Petracek, City Administrator

DEVELOPMENT/SUBDIVISION AGREEMENT
Revised Effective April 5, 2018
(Developer Installed Improvements)

The Ephesians

THIS DEVELOPMENT/SUBDIVISION AGREEMENT (“Agreement”) dated April 5, 2018, by and between the **CITY OF LEXINGTON**, a Minnesota municipal corporation (“City”); and **89 LEXINGTON LAKES, LLC**, a Minnesota limited liability company, (the “Developer”), is a revised Agreement and supersedes any previous Development / Subdivision Agreement between the Parties, including that certain Development/Subdivision Agreement dated December 21, 2017.

1. REQUEST FOR PLAT AND DEVELOPMENT APPROVAL. The Developer has asked the City to approve a final plat for THE EPHESIANS (referred to in this Agreement as the “Final Plat”). The land (“Land”) is situated in the County of Anoka, State of Minnesota, and is legally described on the attached Exhibit A, including easements described therein. Developer intends to combine and plat four parcels in order to construct an 89-unit apartment building and to rehabilitate an existing 56-unit apartment building and supporting infrastructure (“Project”).

2. CONDITIONS OF PLAT AND DEVELOPMENT APPROVAL. This Agreement serves as the Master Agreement for the development of The Ephesians. The development will be approved in three Stages: Stage I, approval of the Preliminary Plat and Recordable Easements, along with the Foundation Plan Package and grant of a Permit to construct Footings and Foundation which occurred on December 21, 2017; Stage II, approval of the remaining Development Plans and Permits necessary to complete construction of the Project; and Stage III, approval of the Final Plat.

City has approved the Preliminary Plat and Foundation Plan Package, and the City has issued a Permit to allow execution of the Foundation Plan Package and construction of Footings and Foundation.

At such time as the Developer enters into this Agreement and furnishes the security required, the City may approve building permits to construct the remainder of the Project. Approving and recording the Final Plat will not be required in order for the City to approve the necessary building permits to construct the Project.

Notwithstanding anything to the contrary in this Agreement, the Developer acknowledges and agrees that the City controls the means, method and timing of when the Final Plat will be filed with the County. As long as all other conditions in the Agreement are met, the City shall file the Final Plat whenever so requested by the Developer.

The Developer must request the City to record the Final Plat with the County Recorder or Registrar of Titles within one-year after the execution of this Agreement. If the Final Plat is not recorded within the one-year holding period, the approval of the Final Plat to the Developer is void, unless a written request for an extension is submitted to the City Administrator before the one-year holding period expires. The extension will be approved or denied by the City Council

within fifteen (15) days. Such Final Plat shall contain all easements required for the construction of improvements for the development.

The City, of its own accord, may file the Final Plat when any of the following conditions are met:

- a. Any time after the expiration of the aforementioned one-year holding period;
- b. Any time after the City receives notice from the Internal Revenue Service or other governmental agency regarding a potential audit or review related to this Land or Plat; or,
- c. Any time after the City receives notice of potential litigation regarding this Land or Plat.

3. RIGHT TO PROCEED. Within the Final Plat or Land to be platted, the Developer may not grade (except as authorized in the Permit issued by the City for the purpose of excavating and installing footings and foundation) or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this Agreement has been fully executed by all parties, including owners, lessors, lessees and mortgage holders, and filed with the City Administrator, 2) the necessary security has been received by the City, 3) the necessary easements or rights-of-ways have been recorded, and 4) the City Administrator has issued a letter that all conditions have been satisfied and that the Developer may proceed. The Final Plat will not be released to the Developer and may not be recorded until the necessary security has been received and accepted by the City, and the conditions set forth in Section 3 are met. The City

Administrator shall issue the notice to proceed within seven (7) business days after receipt and acceptance of the security.

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

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

6. DEVELOPMENT PLANS. The Final Plat shall be developed in accordance with the following plans ("Plans") which are on file with the City. The Plans shall not be attached to this Agreement. If the Plans vary from the written terms of this Agreement, the written terms shall control.

The approved Stage I Plan is:

Plan A -- Foundation Plan Package

The Stage II Plans are:

Plan B – The Ephesians Preliminary Plat, dated November 14, 2017 prepared by Rehder & Associates, Inc.

- Plan C – Sheet a010 (alt ? shown at P&Z meeting 12-12-17) dated _____ 2017 prepared by Tanek.
- Plan D – Sheet C0. Site Demolition Plan, dated _____ 2017; Sheet C1. Grading, Drainage, Erosion Control and Storm Water Pollution Prevention Plan, dated ###/###/2017; Sheet C2 Utility Plans, dated _____ 2017; Sheet C3 Details and Specifications dated _____ 2017 prepared by Rehder & Associates, Inc.
- Plan E – Construction Plan Specifications by Rehder & Associates, Inc. (to be submitted and reviewed)
- Plan F -- Sheet L100 Landscape Plan, dated _____ 2017 prepared by Urban Ecosystems
- Plan G -- Fire Suppression Retrofit Phasing for 8941 Syndicate Avenue, Lexington, MN, Letter from White Stone Construction dated 12/01/2017.

The Stage III Plans are:

- Plan H – The Ephesians Final Plat, dated _____ 2018 prepared by Rehder & Associates, Inc.

7. PUBLIC AND PRIVATE IMPROVEMENTS. The Developer shall install and pay for the following improvements (“Improvements”) as required by the Construction Plans. These Improvements are detailed in Exhibit E.

All Improvements shall be installed in Stages as discussed above and in accordance with the City’s subdivision ordinance; City standard specifications for utilities and street construction; and any other applicable law, ordinance or policy – this includes private improvements constructed in lieu of public improvements. The Developer shall submit plans and specifications for the Improvements that have been prepared by a competent registered professional civil engineer to the City for approval by the City Council. No changes may be made to the Plans without the City’s express written consent. The Developer shall obtain all necessary permits from other agencies before proceeding with construction of the Improvements. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the Developer’s engineer will be able to certify, as a

condition of City acceptance, that the construction work for the Improvements meet the approved City standards.

The Developer, its contractors and subcontractors, shall follow all instructions received from the City and Rice Creek Watershed inspectors, so long as consistent with the Plans. The Developer's engineer shall provide for on-site project management. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time and location with all parties concerned, including the City's consulting engineer and inspector, to review the program for the construction work. Prior to the pre-construction meeting, Developer shall supply a schedule of construction activities and shall amend the schedule from time to time as necessary. Before the Security for the completion of Public Improvements is released in total, iron monuments must be installed in accordance with Minn. Stat. § 505.02. The Developer's surveyor shall submit a written notice to the City certifying that the monuments have been installed.

8. PERMITS. The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits. Those permits obtained by Developer to begin Stage I work include, but are not limited to:

- NPDES Permit for Grading and Erosion Control
- City of Lexington for soil and erosion permits; excavation permit; and foundation construction permit.

Those permits necessary to begin Stage II work include, but are not limited to:

- City of Lexington for Building Permits
- Rice Creek Watershed District
- Rice Creek Watershed District maintenance or operation agreement for the stormwater pond on the site.
- City Permits for Utilities such as gas, phone, electric, cable TV, water & sanitary sewer.

9. TIME OF PERFORMANCE. The Developer shall install all required public improvements ("Public Improvements") in the Plans with the exception of the final wear course of asphalt by December 31, 2018. The Developer may, however, request an extension of time

from the City. If an extension is granted, it shall be conditioned upon updating the Security posted by the Developer to reflect cost increases and the extended completion date.

10. LICENSE. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Land to be platted to perform all work and inspections deemed appropriate by the City in conjunction with the Plat development and the Improvements.

11. EROSION CONTROL. The erosion control shall be implemented by the Developer according to the Stormwater Pollution Prevention Plan and Grading Plan, and inspected and approved by the City. The City or Rice Creek Watershed District may impose additional erosion control requirements if field conditions warrant. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City or the Rice Creek Watershed District, the City may take such action as it deems appropriate to control erosion. The City will designate a contact person responsible for erosion control issues. The contact person will attend the pre-construction meeting. Except in case of emergency, the City will give 48-hours notice to the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within thirty (30) days, the City may draw down on the Security or Additional Security to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the Developer is in full compliance with the approved erosion control plans.

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

12. GRADING PLAN. The Plat shall be graded in accordance with the Grading Plan. Within thirty (30) days after completion of the grading and before the City releases any

Security, the Developer shall provide the City with an “as constructed” grading plan certified by a registered land surveyor or engineer, with elevation shots showing that all ponds, swales, emergency overflows and ditches have been constructed in accordance with the approved grading plan. Developer shall verify lot corner elevations, pond depth, stormwater ingress, and building pads. The City will withhold issuance of building permits until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City Engineer. The Developer shall be required to maintain all erosion control measures until written termination of the MDES permit is issued by the City.

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

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

15. OWNERSHIP OF IMPROVEMENTS. Upon completion and acceptance of the work and construction required by this Agreement, the Developer shall retain ownership of the Improvements lying within public easements. The Developer shall retain ownership and maintain all ponds and other erosion control measures until adequate ground cover has been established on the Plat, and the Plat shall indicate an easement in favor of the Public for stormwater use, access and maintenance, and shall specifically indicate that easement in favor of the Public also includes the right to plow, dump and store plowed snow and ice. However, the

Developer shall maintain ponds until the development is complete in conformance with this Agreement, and provided that the engineer for Developer shall certify that the ponds have been cleaned and provide the designed holding capacity prior to the City certifying the ponds.

Likewise, the Plat shall indicate easements in favor of the Public for the private street and utility easement. The easement in favor of the Public over the private street shall indicate use and access to the Public. The easement in favor of the Public over the utility easement shall indicate use, access and maintenance. All of the easements set forth in this Section must be reduced to writing and recorded with the County before to Stage II construction may begin. These recorded easements are in addition to inclusion of these easements on the Final Plat.

16. SUPERIOR RIGHT OF TITLE. The Developer agrees, and shall not cause any mortgage, lien, easement, covenant or other encumbrance on title to the Land to be superior to any right or title the Developer grants to the City for an easement, this Agreement, or any feature included on the Final Plat, except by an express written authorization approved by the City Council.

17. ADMINISTRATION COSTS. The Developer shall reimburse the City for all of the City's actual out-of-pocket expenses for this development including, but not limited to expenses incurred for legal, planning, engineering services, development agreement compliance and inspection services. The Developer shall deposit and maintain with the City a \$10,000 cash escrow for payment of these accrued or future costs. The City shall draw against the escrow to reimburse itself for all such costs. The Developer agrees that the City has the right to request additional deposits from time to time based on the City's estimates of future out-of-pocket costs and replenish such escrow. Unless excused by the City Council, the Developer shall maintain the escrow for a period of one-year after either the termination of this agreement or completion of all construction and landscaping, whichever is a longer period.

The City may halt plat development and construction for any unpaid bills until they are paid in full and the escrow replenished to its original amount. Bills not paid within thirty (30) days

shall accrue interest at the rate of eighteen percent (18%) per year. City may at its option draw against developer security to reimburse itself for such costs.

Before the City signs the final Plat, Developer must pay or satisfy all of these costs, and any other unpaid governmental fees, assessments, judgments or real estate taxes, plus any penalty and interest.

18. SECURITY. To guarantee compliance with all of the terms of this Agreement, including payment of real estate taxes, including interest and penalties, payment of Administration Costs, Construction Costs, payment of the costs of all Improvements, construction of all Improvements, and payment to remediate any nuisances created by this Development (including compliance with governmental audits or litigation related to the Developer), the Developer shall furnish the City with a Letter of Credit in the form attached hereto as Exhibits B1 and B2, from a bank or other financial institution acceptable to the City (“Security”) in the amount set forth below. The amount of the Security is calculated as follows:

19. IMPROVEMENTS & CONSTRUCTION COSTS:

Project (Site) Security

Version 5/16/2018

Satisfied

Cost of development, description:

Site	Construct Pond / Storm Sewer / Silt Fencing		\$25,000.00	
	Site Grading		\$10,000.00	
	Fill-In Foundation	Paid, Satisfied.	\$81,250.00	\$81,250.00
Fire / Safety (Existing Bldg.)			\$120,400.00	
Landscaping	Final Grade / Sod		\$6,000.00	
Housekeeping	Street sweeping, at \$250 each		\$250.00	
Finishing Up	Pressure Test		\$500.00	
	Televise Sanitary Sewer		\$500.00	
	Flushing of storm sewers (1 x \$1000)		\$1,000.00	
	Update the City map		\$500.00	
TOTAL COSTS			\$245,400.00	
Additional Security (Administrative & Overage)		25% of Total Cost	\$61,350.00	
Total Project Security			\$306,750.00	
Less escrow that has been satisfied			-\$81,250.00	\$81,250.00
Outstanding Project Security			\$225,500.00	

This breakdown is for historical reference; it is not a restriction on the use of the Security. The Security shall be for a term ending January 31, 2020, and automatically renewing thereafter unless notice of termination is provided to the City at least forty-five (45) days prior to the end of the term or any renewal date. The notice given must comply with the formal Notice provisions of this agreement. Individual security instruments may be for shorter terms provided they are replaced at least thirty (30) days prior to their expiration. The City may draw down the Security, with a written seven (7) day notice and seven (7) day right to cure by the Developer, for any violation of the terms of this Agreement or if the Security is to be allowed to lapse prior to the end of the required term or any renewal term. The notice and right to cure provisions shall be void if the Security will expire in

less than seven (7) days or upon discovery that the Security will not automatically renew. If the required Improvements are not completed at least thirty (30) days prior to the expiration of the Security, the City may also draw it down. If the Security is drawn down, the proceeds shall be used to cure the default or held until the Developer has completed the Improvements. Upon receipt of proof to the City that work has been satisfactorily completed and financial obligations to the City and Developer's contractors have been satisfied, with City approval the Security may be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the Security shall be retained until all Improvements have been completed, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, and the one (1) year waiting period has expired. The City must approve or deny a request for reduction in the Security within twenty-one (21) days after receipt of proof satisfactory to the City as provided above.

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

In the event that the City receives claims from laborers, materialmen, or others that work required by this Agreement has been performed, the sums due them have not been paid, and the laborers, materialmen, or others are seeking payment from the City, such claims will be forwarded to the Developer who shall promptly process the claims and make sure that all valid claims are paid. Developer agrees to indemnify and hold the City harmless in the event that the City receives claims from (and uses reasonable diligence to authenticate said claims) labor, materialmen, or others indicating that work required by this Agreement has been performed, the

sums due them have not been paid, and the laborers, materialmen, or others are seeking payment from the City. The Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the Security and Additional Security in an amount up to 125% of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the Security or Additional Security deposited with the District Court, except that the Court shall retain jurisdiction to determine attorneys' fees pursuant to this Agreement.

21. SPECIAL PROVISIONS. The following special provisions shall apply to plat development:

a. Park Dedication. Developer has paid a cash contribution of \$52,216.00 in lieu of land dedication in order to satisfy the park dedication requirement with respect to the Project.

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

ii. This plat is subject to city trunk system charges for water and sanitary sewer, as well as Met Council charges for sewer only; also known as availability charges. These will be collected with building permits at the, then current rates.

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

c. Electronic Format. The Developer shall submit the Final Plat in electronic format. The electronic format shall be either AutoCAD, .DWG file or a .DXF file using Anoka

County coordinates. The Developer shall also submit one complete set of reproducible construction plans on mylar and two sets of as-constructed prints on paper (22 x 34).

d. Fixture Installation. The Developer shall be responsible for the cost and installation of street and parking lot lighting, street signs and traffic signs consistent with the Plans and specifications approved by the City. Before the City signs the final Plat, the Developer shall pay these costs either to the City to procure or install same, take responsibility for procurement and installation of same, or employ combination thereof. The cost of street and parking lot lighting, street signs and traffic signs installation is set forth, above. In the event the Developer elects to take responsibility for any procurement or installations, the Developer shall post security in the amount of costs, set forth above.

e. Street Plowing & Cleaning. Developer shall be responsible for plowing and cleaning its portion of DuWayne Avenue beginning on the day of closing. During the period when the Developer is responsible for plowing and cleaning the street, should the City be required to plow or clean the street, the Developer agrees to compensate the City for these services at the rate set forth above.

f. Site Access for Grading and Construction. Access to the site during excavation, grading and construction shall only be permitted pursuant to the following conditions:

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

ii. Developer will instruct associates and sub-contractors to bring trucks into the site from Restwood Road and through DuWayne Avenue. Early arrivals will be instructed to park in the shopping center parking lot until needed. All

others to park in designated areas away from on-street parking in front of neighboring homes.

iii. Developer will use an electric hoisting crane to mitigate noise during the framing process and will adhere to all city curfews and restrictions. They will inform neighbors through all phases of construction in order to be sensitive to the inherent inconveniences.

iv. Developer will have Security at the site during construction.

v. Developer associates and sub-contractors shall avoid working on the weekends.

vi. Developer shall maintain communication with the neighboring properties. The use of a website, group emails or Google Docs would be helpful.

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

g. Assumption Of The Risk. Developer accepts and understands that proceeding with construction before Final Plat approval could create risks that the Plans, through no fault of the Developer or City, could change at or before Final Plat approval. If the Development Plans were to change in a manner that result in extra work or cost to Developer, the Developer accepts that risk and assumes the liabilities associated with the risk of proceeding with work prior to Final Plat approval.

h. Fire Suppression Retrofit for 8941 Syndicate Avenue, Lexington, MN. Developer agrees to improve the fire suppression systems serving 8941 Syndicate Avenue. Those improvements shall be constructed in a manner pursuant to law and pursuant plans to be approved by the City Building Official that conform with the concepts and timing outlined in

Development Plan G (above). Overall, Developer shall complete those improvements no later than May 17, 2023, and the cost of said improvements shall be subject to the project security requirements set forth in Section 19.

22. ACCEPTANCE AND WARRANTY

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

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

23. DEVELOPER'S DEFAULT. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than 48 hours in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the Plat. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

24. MISCELLANEOUS.

A. Third parties shall have no recourse against the City under this Agreement.

B. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits.

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

D. If building permits are issued prior to the completion and acceptance of Public Improvements, the Developer assumes all liability and costs resulting in delays in completion of Public Improvements and damage to Public Improvements caused by the City, Developer, its contractors, subcontractors, materialmen, employees, agents, or third parties. No sewer and water connection permits may be issued and no one may occupy a unit or building for which a building permit is issued on a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface and the utilities are accepted by the City.

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

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

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

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

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

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

K. Attached, as Exhibit D is a summary of the Developer's financial obligations identified in other sections of this Agreement.

L. MINIMUM APARTMENT RENTAL VALUES - BUILDING COVENENT. Developer has agreed to rent apartments with a minimum rental value of \$800.00 to \$4,800.00. The city may withhold a rental permit for any building where a unit does not fall within the minimum range of values.

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

89 LEXINGTON LAKES, LLC
74 E. Golden Lake Road
Circle Pines, MN 55014

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

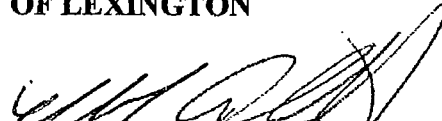
Lexington City Hall
9180 Lexington Avenue
Lexington, Minnesota 55014.

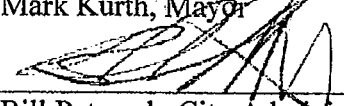
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.]

**SIGNATURE PAGE TO SUBDIVISION AGREEMENT
The Ephesians**

CITY OF LEXINGTON


(SEAL)

BY: 
Mark Kurth, Mayor

AND 
Bill Patracek, City Administrator

STATE OF MINNESOTA)
 (ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 16th day of August, 2018, by Mark Kurth, Mayor, and by Bill Patracek, City Administrator, of the City of Lexington, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

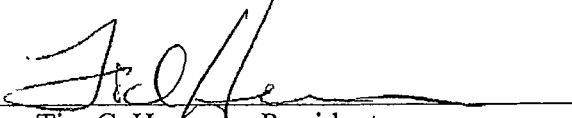

NOTARY PUBLIC



DRAFTED BY AND RETURN TO:
City Of Lexington
9180 Lexington Avenue
Lexington, MN 55014

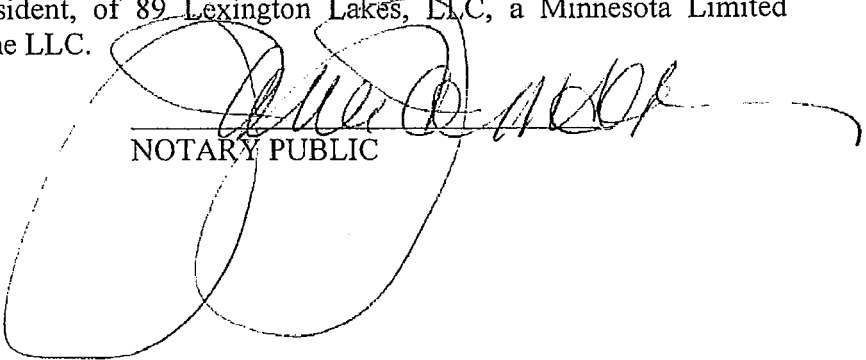
**SIGNATURE PAGE TO SUBDIVISION AGREEMENT
The Ephesians**

**DEVELOPER:
89 LEXINGTON LAKES, LLC,**

BY: 
Tim C. Harmsen, President

STATE OF MINNESOTA)
COUNTY OF HENNEPIN (ss.)

The foregoing instrument was acknowledged before me this 25th day of October 2018, by Tim C. Harmsen, President, of 89 Lexington Lakes, LLC, a Minnesota Limited Liability Company, on behalf of the LLC.


NOTARY PUBLIC

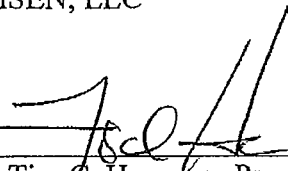


GROUND TENANT CONSENT TO SUBDIVISION AGREEMENT
The Ephesians

HARMSSEN, LLC, a Minnesota limited liability company, one of the ground tenants of all or part of the subject property, the development of which is governed by the foregoing Development/Subdivision Agreement, affirm and consent to the provisions thereof and agree to be bound by the provisions as the same may apply to that portion of the subject property owned by them.

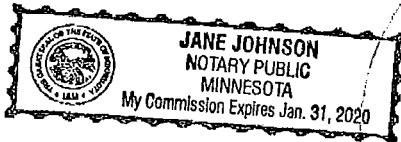
Dated this 25th day of October, 2018.

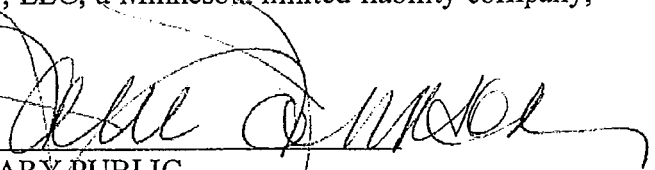
HARMSSEN, LLC

By: 
Tim C. Harmsen, President

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 25th day of October, 2018, by Tim C. Harmsen, the President of HARMSSEN, LLC, a Minnesota limited liability company, on behalf of the company.




NOTARY PUBLIC

GROUND TENANT CONSENT TO SUBDIVISION AGREEMENT
The Ephesians

DORDAL, LLC, a Minnesota limited liability company, one of the ground tenants of all or part of the subject property, the development of which is governed by the foregoing Development/Subdivision Agreement, affirm and consent to the provisions thereof and agree to be bound by the provisions as the same may apply to that portion of the subject property owned by them.

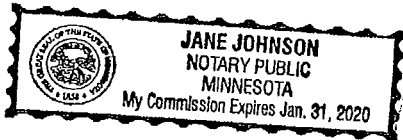
Dated this 25th day of October, 2018.

DORDAL, LLC

By: Karen L. Harmsen
Karen L. Harmsen, President

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 25th day of October, 2018, by Karen L. Harmsen, the President of DORDAL, LLC, a Minnesota limited liability company, on behalf of the company.



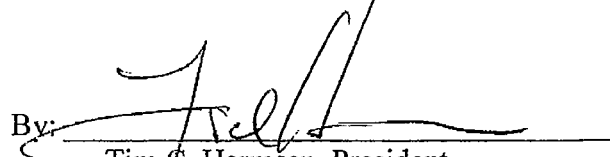
[Signature]
NOTARY PUBLIC

FEE OWNER CONSENT TO SUBDIVISION AGREEMENT
The Ephesians

89 LEXINGTON LAKES, LLC, a Minnesota limited liability company, the fee owner of all or part of the subject property, the development of which is governed by the foregoing Development/Subdivision Agreement, affirm and consent to the provisions thereof and agree to be bound by the provisions as the same may apply to that portion of the subject property owned by them.

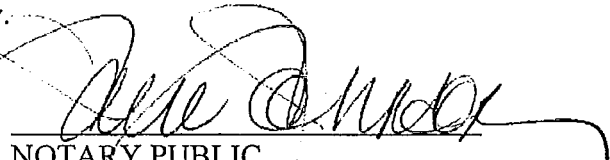
Dated this 25th day of October, 2018.


89 LEXINGTON LAKES, LLC

By: 
Tim C. Harmsen, President

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 25th day of October, 2018, by Tim C. Harmsen, the President of 89 LEXINGTON LAKES, LLC, a Minnesota limited liability company, on behalf of the company.


NOTARY PUBLIC



MORTGAGEE CONSENT TO SUBDIVISION AGREEMENT
The Ephesians

MERCHANTS BANK, a national banking association, which holds mortgage(s) on the subject property, the development of which is governed by the foregoing Development/Subdivision Agreement, agrees that the Agreement shall remain in full force and effect even if it forecloses on its mortgage(s).

Dated this 9th day of November, 2018.

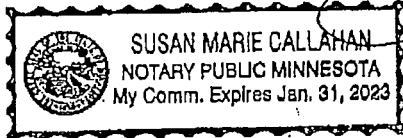
MORTGAGEE

MERCHANTS BANK

By: Bruce J Goblirsch
Its: Market President

STATE OF MINNESOTA)
(ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 9th day of November, 2018, by Bruce J Goblirsch, the Market President of Merchants Bank, on behalf of Merchants Bank, WA.



Susan Marie Callahan
NOTARY PUBLIC

**EXHIBIT “A” TO SUBDIVISION AGREEMENT
The Ephesians**

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

PARCELS:

1. 8941 Syndicate Avenue, Lexington, Property Identification Number 35-31-23-13-0032. Legally described as Lot Twenty-three (23), except the East Thirty-three feet thereof, Lexington Park 2nd Addition, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Anoka County, Minnesota.
2. 8925 Syndicate Avenue, Lexington, Property Identification Number 35-31-23-13-0034. Legally described as Lot Twenty-four (24), Lexington Park 2nd Addition, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Anoka County, Minnesota.
3. Unassigned situs, Lexington, Property Identification Number 35-31-23-13-0054. Legally described as The West 150 feet of Lot Thirty-eight (38), Lexington Park 2nd Addition, according to the recorded plat thereof, Anoka County, Minnesota.
4. Unassigned situs, Lexington, Property Identification Number 35-31-23-13-0051. Lot Thirty-seven (37), except the East 131 feet thereof, Lexington Park 2nd Addition, according to the recorded plat thereof, Anoka County, Minnesota.

All parcels are subject to easements of record.

EASEMENTS IN FAVOR OF THE PUBLIC:

ACCESS EASEMENTS

Grant of Access Easement. Grantor hereby establishes and grants the following nonexclusive perpetual driveway Access Easement to provide unobstructed public vehicular and pedestrian ingress and egress upon and as to each of the Parcels which shall benefit and burden each Parcel respectively, and all such easements, covenants, rights, benefits, obligations and liabilities created in this Agreement shall be deemed covenants and easements running with and binding upon the land as appurtenances to the dominant estates. The estate of the fee and easement created herein shall not be merged by reason of the same person or entity acquiring, owning or holding title to both.

- (i) The common curb cut(s) and driveway as hereafter constructed within the Easement Area for purposes of public ingress, egress, passage and delivery, by vehicles, pedestrians and the Fire Department (the “Driveway”).

- (ii) The Driveway shall be kept open and unobstructed at all times, and nothing shall allow any Grantor, or invitee thereof any right to otherwise obstruct access within the Easement Area.
- (iii) The Access Easement shall be for the benefit of, but not restricted solely to, the General Public and the City, except for any part of the Easement Area expressly designated by the Fire Marshall as a "Fire Lane" or other such area designated in a manner according to statute or code for exclusive use by fire or safety personnel.

Said easement exists on the follow parcels, legally described as:

LOT 23 (Easement #1)

A 26 foot easement for access purposes over and across the East thirty-three (E. 33) feet of Lot Twenty-three (23), Lexington Park 2nd Addition according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Anoka County, Minnesota, the centerline of said easement is described as follows:

Commencing at the northwest corner of said Lot 23; thence South 0 degrees 00 minutes 05 seconds West, along the west line of said Lot 23, a distance of 121.14 feet to the beginning of the centerline to be described; thence on a bearing of East a distance of 221.74 feet; thence North 80 degrees 00 minutes 00 seconds East a distance of 77.38 feet; thence on a bearing of North a distance of 20.06 feet to a point hereinafter referred to as Point "A"; thence continuing on a bearing of North a distance of 86.93 feet to the north line of Lot 38, said Lexington Park 2nd Addition and there said centerline terminates.

Together with an easement for access purposes having a radius of 35.00 feet over and across that part of said East 33 feet of Lot 23, the radius point of said 35.00 foot radius is described as follows:

Commencing at the aforementioned Point "A"; thence on a bearing of East a distance of 5.60 feet to said radius point.

LOT 23 (Easement #2)

A 26 foot easement for access purposes over and across Lot Twenty-three (23), except the East thirty-three (E. 33) feet thereof, Lexington Park 2nd Addition according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Anoka County, Minnesota, the centerline of said easement is described as follows:

Commencing at the northwest corner of said Lot 23; thence South 0 degrees 00 minutes 05 seconds West, along the west line of said Lot 23, a distance of 121.14 feet to the beginning of the centerline to be described; thence on a bearing of East a distance of 221.74 feet; thence North 80 degrees 00 minutes 00 seconds East a distance of 77.38 feet and there said centerline terminates.

LOT 24

A 26 foot easement for access purposes over and across Lot Twenty-four (24), Lexington Park 2nd Addition according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Anoka County, the centerline of said easement is described as follows:

Commencing at the northwest corner of Lot 23, said Lexington Park 2nd Addition; thence South 0 degrees 00 minutes 05 seconds West, along the west line of said Lot 23, a distance of 121.14 feet to the beginning of the centerline to be described; thence on a bearing of East a distance of 221.74 feet; thence North 80 degrees 00 minutes 00 seconds East a distance of 77.38 feet and there said centerline terminates.

LOT 37

A 26 foot easement for access purposes over and across the West 150 feet of Lot Thirty-eight (38), Lexington Park 2nd Addition according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Anoka County, Minnesota, the centerline of said easement is described as follows:

Commencing at the northwest corner of Lot 23, said Lexington Park 2nd Addition; thence South 0 degrees 00 minutes 05 seconds West, along the west line of said Lot 23, a distance of 121.14 feet to the beginning of the centerline to be described; thence on a bearing of East a distance of 221.74 feet; thence North 80 degrees 00 minutes 00 seconds East a distance of 77.38 feet; thence on a bearing of North a distance of 20.06 feet to a point hereinafter referred to as Point "A"; thence continuing on a bearing of North a distance of 86.93 feet to the north line of said Lot 38 and there said centerline terminates.

Together with an easement for access purposes having a radius of 35.00 feet over and across that part of said West 150 feet of Lot 38, the radius point of said 35.00 foot radius is described as follows:

Commencing at the aforementioned Point "A"; thence on a bearing of East a distance of 5.60 feet to said radius point.

PUBLIC UTILITY, DRAINAGE AND MAINTENANCE EASEMENTS

Grant of Public Utility, Drainage and Maintenance Easement. Grantor hereby creates, establishes, declares, conveys, grants, and warrants unto the Grantee and its successors and assigns, a non-exclusive easement, license, right, and privilege for the installation, construction, repair, patrol, replacement, operation and maintenance of water, sewer, drainage, electric, gas and communication equipment, lines, pipes or facilities as owned, leased, franchised, or operated by the City or other such public utility authorized by the City including, but not limited to, the rights to, from time to time, grade, excavate or shape the ground, construct, operate, maintain, renew and rebuild overhead and underground distribution and communication lines, above ground and below ground pipes, together with necessary or convenient towers, frames, poles, transformers, wires, manholes, conduits, fixtures, appliances, protective wires and devices in connection therewith and related appurtenances and facilities (all being hereinafter referred to as the "Facilities") through, over, and upon the Easement Area, as hereinafter defined, and for the purpose of ingress and egress to and from the Facilities, together with the right of Grantee to grant, or permit the exercise of, the same rights, either in whole or in part, to others, and said rights are granted to Grantee together with all rights, privileges and easements necessary or convenient for the full enjoyment and use of the Easement Area for the purposes above described, including the right of ingress and egress to and from the Easement Area over lands of the Grantor and the right to cut away and keep clear, remove and dispose of all trees, roots and undergrowth and to remove and dispose of all obstructions now on said property or that may be placed upon said property by the Grantor or any other person. Grantee shall have the right to cut, remove and dispose of dead, diseased, weak or leaning trees (hereinafter referred to as "danger trees") on lands of the Grantor adjacent to the Easement Area which may now or hereafter clog, strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities, provided that on future cutting of such danger trees, timber so cut shall remain the property of the Grantor. Grantor shall notify Grantee of any party with whom Grantor contracts and who owns as a result thereof any danger trees to be cut as set forth above. Grantee shall also have the right to install, maintain and use anchors or guy wires on lands of the Grantor adjacent to the Easement Area and the right, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the surface of the Easement Area.

Grantor further agrees that no structure or obstruction will be erected or permitted or any trees planted on or within said Easement Area, that Grantor will not change the ground elevation thereof or interfere with the flow or storage of storm water on or across the Easement Area without the written consent of Grantee, or perform any act which will interfere with or endanger said Facilities.

Said easement exists on the follow parcels, legally described as:

LOT 23 (Easement #1)

The South 20 feet of the North 96.75 feet of the East 33 feet of Lot 23,
LEXINGTON PARK 2ND ADDITION, according to the plat thereof on file and
of record in the Office of the Register of Deeds in and for Anoka County together

with the North 76.75 feet of the East 20 feet of said Lot 23 and together with the North 10 feet of the East 33 feet of said Lot 23.

LOT 23 (Easement #2)

The West 10 feet of Lot 23, LEXINGTON PARK 2ND ADDITION, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Anoka County together with the North 10 feet lying west of the East 33 feet of said Lot 23 and together with the South 20 feet of the North 96.75 feet of the West 7 feet of the East 40 feet of said Lot 23.

LOT 24

The South 10 feet and the West 10 feet of Lot 24, LEXINGTON PARK 2ND ADDITION, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Anoka County.

LOT 37

The South 10 feet of Lot Thirty-seven (37) EXCEPT the East 131 feet thereof, Lexington Park 2nd Addition according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Anoka County, Minnesota.

Together with that part of Lot Thirty-seven (37) EXCEPT the East 131 feet thereof, Lexington Park 2nd Addition according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Anoka County, Minnesota, which lies easterly of the following described line:

Beginning at a point on the north line of said Lot 37 distant 10 feet west of the southeast corner of the West 150 feet of Lot 38, said Lexington Park 2nd Addition; thence southerly to a point on the south line of said Lot 37 distant 134.00 feet east of the southwest corner thereof and there said line terminates.

LOT 38

Beginning at the northeast corner of the West 150 feet of Lot 38, LEXINGTON PARK 2ND ADDITION, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Anoka County, Minnesota; thence South 0 degrees 00 minutes 25 seconds West, along the east line of said West 150 feet, a distance of 92.01 feet; thence North 89 degrees 59 minutes 35 seconds West a distance of 49.42 feet; thence North 64 degrees 54 minutes 06 seconds West a distance of 17.55 feet; thence North 79 degrees 08 minutes 19 seconds West a distance of 30.78 feet; thence North 36 degrees 12 minutes 26 seconds West a distance of 25.18 feet; thence North 52 degrees 58 minutes 36 seconds West a distance of 18.36 feet; thence North 1 degree 55 minutes 59 seconds West a distance of 21.77 feet; thence North 89 degrees 59 minutes 35 seconds West a

distance of 24.18 feet to the west line of said Lot 38; thence North 0 degrees 00 minutes 25 seconds East, along said west line, a distance of 25.99 feet to the northwest corner of said Lot 38; thence South 89 degrees 51 minutes 45 seconds East, along said north line, a distance of 150.00 feet to the point of beginning.

Together with the East 10 feet of the West 150 feet of Lot 38, LEXINGTON PARK 2ND ADDITION, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Anoka County, Minnesota.

[REMAINDER OF PAGE LEFT BLANK]

**Exhibit B1
IRREVOCABLE LETTER OF CREDIT**

Borrower: 89 LEXINGTON LAKES, LLC
74 GOLDEN LAKE RD
CIRCLE PINES, MN 55014

Lender: BELL BANK
MAPLE GROVE OFFICE
5500 Wayzata Blvd, Ste 140
Minneapolis, MN 55416
(952) 905-5000

Beneficiary: CITY OF LEXINGTON
9180 LEXINGTON AVE
LEXINGTON, MN 55104

NO.: 1545

EXPIRATION DATE. This letter of credit shall expire upon the earlier of the close of business on 11-30-2018 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Eighty-one Thousand Two Hundred Fifty & 00/100 Dollars (\$81,250.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of eight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: Beneficiary shall present the original letter of credit and comply with any draft instructions below.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER BELL BANK IRREVOCABLE LETTER OF CREDIT NO. 1545 DATED 12-21-2017," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Minnesota without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Minnesota.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

AUTOMATIC EXTENSION. It is a condition of this Letter of Credit that the Expiration Date shall be automatically extended for a one year period from the Expiration Date stated and every subsequent Expiration Date, unless the Beneficiary is notified by Lender via certified mail, at least sixty (60) days prior to said Expiration Date or subsequent Expiration Date, that Lender elects not to extend this Letter of Credit for an additional period.

Dated: December 21, 2017

LENDER:

BELL BANK

By: 
Trevor Bakken, Senior Vice President

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
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Exhibit B2

IRREVOCABLE LETTER OF CREDIT

Borrower: 89 Lexington Lakes, LLC
74 East Golden Lake Rd
Circle Pines, MN 55014-1725

Lender: Merchants Bank, National Association
Hastings Branch
1525 Vermillion St
Hastings, MN 55033

Beneficiary: City of Lexington
9180 Lexington Avenue
Lexington, MN 55014

NO.: 76013909

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 11-30-2019 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Two Hundred Twenty-five Thousand Five Hundred & 00/100 Dollars (\$225,500.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER Merchants Bank, National Association IRREVOCABLE LETTER OF CREDIT NO. 76013909 DATED 06-13-2018," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Minnesota without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Minnesota.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

IRREVOCABLE LETTER OF CREDIT
(Continued)

Loan No: 76013909

Page 2

Dated: June 13, 2018

LENDER:

MERCHANTS BANK, NATIONAL ASSOCIATION

By: Bruce J. Goblirsch
Bruce Goblirsch, Market President

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
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Exhibit C



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
02/11/2019

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

AGENCY State Farm Steve Stremski Insurance Agency Inc 1560 Livingston Ave E Suite 101 W St Paul MN 55118-3189		PHONE (A/C, No, Ext): 651-457-6348		COMPANY State Farm Fire and Casualty Company		NAIC # 25143	
FAX (A/C, No): 651-457-5526		E-MAIL ADDRESS: Lisa.k.hoeft.L3sv@statefarm.com		LOAN NUMBER		POLICY NUMBER 93-CA-B521-2	
CODE:		SUB CODE:		EFFECTIVE DATE 12/20/2018		EXPIRATION DATE 12/20/2019	
AGENCY CUSTOMER ID #:		INSURED 89 Lesinton Lakes LLC C/O Tim & Karen Harmsen 1112 6th St SE Minneapolis MN 55414-1406		CONTINUED UNTIL TERMINATED IF CHECKED		THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION
 8925 Syndicate Ave Lexington MN 55014
 Building: \$12,334,000

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

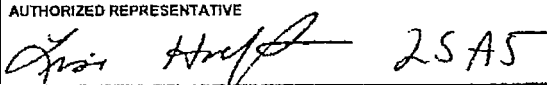
COVERAGE INFORMATION	PERILS INSURED				AMOUNT OF INSURANCE	DEDUCTIBLE
	BASIC	BROAD	SPECIAL			
A-BLDG PROP					\$12,334,000	\$10,000
Loss INC					12 Months	
L-BUSN LIAB					\$500,000	
GEN AGGREGT					\$1,000,000	
PCO AGGREGT					\$1,000,000	
N-MED/PERS					\$5000	

REMARKS (Including Special Conditions)

Annual Premium: \$23,616.71
 Builders Risk Policy

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Merchants Bank 1525 Vermillion St Hastings MN 55033-3138	<input type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input checked="" type="checkbox"/> MORTGAGEE	LOAN #	
AUTHORIZED REPRESENTATIVE 			

FIRST AMENDMENT TO DEVELOPMENT/SUBDIVISION AGREEMENT
The Ephesians

THIS FIRST AMENDMENT TO DEVELOPMENT/SUBDIVISION AGREEMENT (this “**Amendment**”) is made as of the 7th day of March, 2019 (the “**Effective Date**”), by and between 89 LEXINGTON LAKES, LLC, a Minnesota limited liability company (“**Developer**”) and the CITY OF LEXINGTON, a Minnesota municipal corporation (“**City**”).

RECITALS

- A. Developer and City have entered into that certain Development/Subdivision Agreement dated as of April 5, 2018 (the “**Development Agreement**”), with regards to the construction of an 89-unit apartment building and rehabilitation of an existing 56-unit apartment building and supporting infrastructure (the “**Project**”) on certain real property located in Lexington, Minnesota which is defined in the Development Agreement as (the “**Land**”) and is legally described on Exhibit A attached hereto.
- B. Due to the pending refinance of Developer’s construction loan for the Project with Merchants Bank, National Association (“**Lender**”) and the fact that the Final Plat has not yet been recorded, the Development Agreement has not been recorded as required by the Development Agreement.
- C. The Project is nearly complete and the parties desire that the Development Agreement and the Final Plat be recorded as part of the closing of the refinance with Lender in order that the certificate of occupancy may be issued for the Project. Upon such refinance, Lender will be the only mortgage lender with respect to the Project.
- D. Developer and City desire to amend certain terms and provisions of the Development Agreement to accommodate the foregoing, as more fully set forth hereinbelow.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Developer hereby agree as follows:

AGREEMENT

- 1.) Recitals. The foregoing recitals are correct and are incorporated herein.
- 2.) Capitalized Terms. All capitalized terms used in this Amendment shall have the same definitions as set forth in the Development Agreement to the extent such capitalized terms are defined therein and not redefined in this Amendment.
- 3.) Development Agreement and Final Plat Recording Procedures. Upon City’s approval of this Amendment and the Final Plat, City will deliver the fully executed original Development Agreement, this Amendment, the Conditional Use Permit and Final Plat to the title company that is closing the refinance with Lender, which is Commercial Partners Title, LLC (the “**Title Company**”), at the following address:

Jaime L. Kalbler-Siggerud Commercial Closer
Commercial Partners Title, LLC
200 S. Sixth Street #1300
Minneapolis, MN 55402
Phone - (612) 337-2485

The delivery of such documents to the Title Company will be accompanied by escrow instructions from City which will direct the Title Company to record the Development Agreement and this Amendment, Conditional Use Permit, and Final Plat, before the Lender's refinance documents or any other deed, mortgage, lien, easement, covenant or encumbrance. The Title Company shall confirm that such recordings are a condition to the closing of Developer's refinance with Lender. The recording of all such documents and the closing of the refinance is anticipated to occur on or about March 12, 2019, or on such date as mutually agreeable to the Parties.

4.) Representation. Developer represents and warrants that it has all the necessary approvals and authority to enter into this Amendment, including but not limited to recording the Development Agreement and this Amendment, Conditional Use Permit and Final Plat, in priority before any other active deed, mortgage, lien, easement, covenant, or other encumbrance, and shall indemnify and hold City harmless for any breach of this representation and warranty.

5.) Enforcement. For the purpose of enforcing the provisions of this Amendment to the Development Agreement, the City may, at its sole discretion, withhold issuing an Occupancy Permit to Developer or may withdraw an Occupancy Permit from Developer if the conditions herein are not met. Before taking action to enforce the provisions of this Amendment, City shall give notice of pending enforcement. The notice given must comply with the formal Notice provisions of the Development Agreement. The City may not act to enforce the provisions of this Amendment without providing a written description of the default upon a seven (7) day notice with a seven (7) day period for Developer to cure the default. Developer holds City harmless from any direct or incidental damages caused to Developer or third parties should City enforce the provisions of this Amendment.

6.) Non-waiver. The City, by adoption of this Amendment, does not waive any of its rights, remedies or damages for Developer's previous non-adherence to the terms of the Development Agreement.

7.) Ratification. Except as expressly modified by this Amendment, the Development Agreement is unchanged and remains in full force and effect. As hereby amended, Developer and City hereby ratify and affirm the Development Agreement.

8.) Binding Effect. This Amendment amends and supplements the Development Agreement. If there is a conflict between the provisions of the Development Agreement and this Amendment, the provisions of this Amendment shall control. This Amendment shall be binding upon and inure to the benefit of Developer, City and their respective successors and assigns.

9.) Counterparts. This Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Developer and City have executed this Amendment as of the date and year first written above.

DEVELOPER:

89 LEXINGTON LAKES, LLC

By: _____
Tim C. Harmsen, President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of March, 2019, by Tim C. Harmsen, as President of 89 Lexington Lakes, LLC, a Minnesota Limited Liability Company, on behalf of the LLC.

NOTARY PUBLIC

CITY:
CITY OF LEXINGTON

(SEAL)

BY: _____
Mark Kurth, Mayor

AND _____
Bill Petracek, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of March, 2019, by Mark Kurth, Mayor, and by Bill Petracek, City Administrator, of the City of Lexington, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

THIS DOCUMENT WAS DRAFTED BY:
LARKIN HOFFMAN DALY & LINDGREN LTD.

1500 Wells Fargo Plaza
7900 Xerxes Avenue South
Bloomington, Minnesota 55431
(RNB)

WITH AMENDMENTS BY:
Kurt B. Glaser, City Attorney
Smith & Glaser
405 Union Plaza
333 Washington Avenue
Minneapolis, Minnesota 55401

EXHIBIT A

Legal Description of the Land

PARCELS:

1. 8941 Syndicate Avenue, Lexington, Property Identification Number 35-31-23-13-0032. Legally described as Lot Twenty-three (23), except the East Thirty-three feet thereof, Lexington Park 2nd Addition, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Anoka County, Minnesota.
2. 8925 Syndicate Avenue, Lexington, Property Identification Number 35-31-23-13-0034. Legally described as Lot Twenty-four (24), Lexington Park 2nd Addition, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Anoka County, Minnesota.
3. Unassigned situs, Lexington, Property Identification Number 35-31-23-13-0054. Legally described as The West 150 feet of Lot Thirty-eight (38), Lexington Park 2nd Addition, according to the recorded plat thereof, Anoka County, Minnesota.
4. Unassigned situs, Lexington, Property Identification Number 35-31-23-13-0051. Lot Thirty-seven (37), except the East 131 feet thereof, Lexington Park 2nd Addition, according to the recorded plat thereof, Anoka County, Minnesota.

All parcels are subject to easements of record.

**GROUND TENANT CONSENT TO FIRST AMENDMENT TO
DEVELOPMENT/SUBDIVISION AGREEMENT
The Ephesians**

HARMSSEN, LLC, a Minnesota limited liability company, one of the ground tenants of all or part of the subject property, the development of which is governed by the foregoing First Amendment to Development/Subdivision Agreement, affirm and consent to the provisions thereof and agree to be bound by the provisions as the same may apply to that portion of the subject property owned by them.

Dated this _____ day of February, 2019.

HARMSSEN, LLC

By: _____
Tim C. Harmsen, President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of February, 2019, by Tim C. Harmsen, the President of HARMSSEN, LLC, a Minnesota limited liability company, on behalf of the company.

NOTARY PUBLIC

**GROUND TENANT CONSENT TO AMENDMENT TO FIRST AMENDMENT TO
DEVELOPMENT/SUBDIVISION AGREEMENT
The Ephesians**

DORDAL, LLC, a Minnesota limited liability company, one of the ground tenants of all or part of the subject property, the development of which is governed by the foregoing First Amendment to Development/Subdivision Agreement, affirm and consent to the provisions thereof and agree to be bound by the provisions as the same may apply to that portion of the subject property owned by them.

Dated this _____ day of March, 2019.

DORDAL, LLC

By: _____
Karen L. Harmsen, President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of March, 2019, by Karen L. Harmsen, the President of DORDAL, LLC, a Minnesota limited liability company, on behalf of the company.

NOTARY PUBLIC

**MORTGAGEE CONSENT TO FIRST AMENDMENT TO
DEVELOPMENT/SUBDIVISION AGREEMENT
The Ephesians**

MERCHANTS BANK, NATIONAL ASSOCIATION, a national banking association, which holds mortgage(s) on the subject property, the development of which is governed by the foregoing First Amendment to Development/Subdivision Agreement, affirms and consents to the provisions thereof and agrees that the Development/Subdivision Agreement, as amended by the foregoing First Amendment to Development/Subdivision Agreement, shall remain in full force and effect even if it forecloses on its mortgage(s).

Dated this _____ day of February, 2019.

MORTGAGEE:

MERCHANTS BANK, NATIONAL ASSOCIATION

By: _____
Its: _____

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of February, 2019, by _____, the _____ of Merchants Bank, National Association, a national banking association, on behalf of the association.

NOTARY PUBLIC

CITY OF LEXINGTON
COUNTY OF ANOKA
STATE OF MINNESOTA

RESOLUTION #19-07

A RESOLUTION AUTHORIZING THE VACATION OF EASEMENTS
FOR FINAL PLAT, EPHESIANS OF LEXINGTON

WHEREAS, 89 LEXINGTON LAKES, LLC, (“Applicant”), has offered its final Plat, Ephesians Of Lexington, for approval by the City Council.

WHEREAS, the unplatted parcels forming this Plat contain a number of public utility easements. These easements have been transferred to the final Plat Ephesians Of Lexington.

WHEREAS, to avoid duplication and confusion, upon recording this final Plat with the Office of the Anoka County Recorder, the City should vacate the corresponding public utility easements.

WHEREAS, these easements include but are not limited to a Grant of Permanent Easement for Public Utilities, Drainage, and Maintenance dated December 21, 2017 and recorded on December 22, 2017 as Document Numbers 553775.001, 553776.001, 553779.001, 553781.001, 553783.001 and 553786.001.

WHEREAS, City Staff and Consultants RECOMMENDS the City Council vacate said public utility easement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lexington, Minnesota, VACATES the public easements identified above, and authorizes the Mayor and/or City Administrator to execute and record documents affecting vacating these easements.

THE VOTE OF THE CITY COUNCIL FOR ADOPTION OF THIS RESOLUTION WAS UNANIMOUSLY IN FAVOR OF THE RESOLUTION.

PASSED AND DULY ADOPTED this 7th day of March 2019 by the City Council of the City of Lexington.

Mark Kurth, Mayor

Attest:

Bill Petracek, City Administrator

CITY OF LEXINGTON
COUNTY OF ANOKA
STATE OF MINNESOTA

RESOLUTION #19-08

A RESOLUTION AUTHORIZING THE CONVEYANCE OF QUIT CLAIM DEED TO
89 LEXINGTON LAKES, LLC

WHEREAS, the City of Lexington desires to transfer all of its rights in real property (hereinafter referred to as the Subject Property), legally described as:

The East thirty-three (E.33) feet of Lot Twenty-three (23), Lexington Park 2nd Addition, according to the recorded plat thereof, Anoka County, Minnesota.
Torrens Property.

WHEREAS, the Subject Parcel was held by the City for use as an alley or street known as Duwayne Avenue.

WHEREAS, the City entered into a Purchase Agreement with 89 LEXINGTON LAKES, LLC, for the sale of the parcel adjacent to the Subject Property. Given this transfer, the City no longer needs the Subject Parcel as a street.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND KNOWN TO ALL, that the City of Lexington, as follows:

The City DOES CONVEY the Subject Property to 89 LEXINGTON LAKES, LLC.

The City shall issue a QUITCLAIM deed for conveyance of the Subject Property to 89 LEXINGTON LAKES, LLC, attached as an Exhibit to this Resolution.

For purposed of Closing this transaction, the City designates its representatives and signatories as City Administrator, Bill Petracek, or City Attorney Kurt Glaser, each with equal and independent powers, for all purposes necessary to convey the Subject Property to 89 LEXINGTON LAKES, LLC. These powers include but are not limited to executing or authorizing the Quitclaim Deed, Certification Regarding Foreign Investment In Real Property Tax Act, Seller's Closing Statement, or Affidavit Regarding Business Entity. These powers also include but are not limited to executing or authorizing any document related to the transfer or quitclaim of the Subject Property.

THE VOTE OF THE CITY COUNCIL FOR ADOPTION OF THIS RESOLUTUION WAS UNANIMOUSLY IN FAVOR OF THE RESOLUTION.

PASSED AND DULY ADOPTED this 7th day of March 2019 by the City Council of the City of Lexington.

Mark Kurth, Mayor

Attest:

Bill Petracek, City Administrator

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED

Business Entity to Business Entity

eCRV: _____

DATE: March 7, 2019

DEED TAX DUE: \$1.65*

FOR VALUABLE CONSIDERATION, of \$1.00, the CITY OF LEXINGTON, a municipal corporation under the laws of Minnesota ("Grantor"), hereby conveys and quitclaims to 89 LEXINGTON LAKES, LLC, a limited liability company under the laws of Minnesota ("Grantee"), real property in Anoka County, Minnesota, legally described as follows:

The East thirty-three (E.33) feet of Lot Twenty-three (23), Lexington Park 2nd Addition, according to the recorded plat thereof, Anoka County, Minnesota.
Torrens Property

*The consideration for this transfer is less than \$500.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor:
CITY OF LEXINGTON

By: _____
Mark Kurth, Mayor

By: _____
Bill Petracek, City Administrator

State of Minnesota, County of Anoka

This instrument was acknowledged before me on March 7, 2019, by Mark Kurth, as Mayor, and by Bill Petracek, as City Administrator, of the CITY OF LEXINGTON, a Minnesota municipal corporation.

(stamp)

By: _____
Notary Public

My Commission Expires: _____

THIS INSTRUMENT WAS DRAFTED BY:

Kurt B. Glaser, City Attorney
Smith & Glaser, LLC
405 Union Plaza Building
333 Washington Avenue
Minneapolis, Minnesota 55401
612-333-6513

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

89 Lexington Lakes, LLC
1112 6th Street SE
Minneapolis, MN 55414

CITY OF LEXINGTON
COUNTY OF ANOKA
STATE OF MINNESOTA

RESOLUTION #19-09

A RESOLUTION ADOPTING FINAL PLAT FOR
EPHESIANS AT LEXINGTON

WHEREAS, 89 LEXINGTON LAKES, LLC, (“Applicant”), seeks to combine the following parcels into a single Plat, Ephesians At Lexington (the “Subject Parcels”):

1. 8941 Syndicate Avenue, Lexington, Property Identification Number 35-31-23-13-0032. Legally described as Lot Twenty-three (23), except the East Thirty-three feet thereof, Lexington Park 2nd Addition, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Anoka County, Minnesota.
2. 8925 Syndicate Avenue, Lexington, Property Identification Number 35-31-23-13-0034. Legally described as Lot Twenty-four (24), Lexington Park 2nd Addition, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Anoka County, Minnesota.
3. Unassigned situs, Lexington, Property Identification Number 35-31-23-13-0054. Legally described as The West 150 feet of Lot Thirty-eight (38), Lexington Park 2nd Addition, according to the recorded plat thereof, Anoka County, Minnesota.
4. Unassigned situs, Lexington, Property Identification Number 35-31-23-13-0051. Lot Thirty-seven (37), except the East 131 feet thereof, Lexington Park 2nd Addition, according to the recorded plat thereof, Anoka County, Minnesota.
5. The East thirty-three (E.33) feet of Lot Twenty-three (23), Lexington Park 2nd Addition, according to the recorded plat thereof, Anoka County, Minnesota.
Torrens Property.

All parcels are subject to easements of record.

WHEREAS, Applicant obtained preliminary approval for the Plat, Ephesians At Lexington, in 2017.

WHEREAS, In a memorandum dated, February 13, 2019, the City Engineer gave his approval that the Final Plat for Ephesians At Lexington met the requirements of the City’s Code of Ordinances.

WHEREAS, The County Surveyor gave his approval that the Final Plat for Ephesians At Lexington.

WHEREAS, City Staff and Consultants RECOMMENDS the City Council APPROVE the Final Plat for Ephesians At Lexington, subject to the following conditions, and before said Final Plat can be filed and recorded with Anoka County:

- A. The Final Plat is subject to the vacation of a public utility easements as set forth in City of Lexington, Resolution 19-07; and,
- B. The Final Plat must be recorded simultaneous to the Conditional Use Permit and Development Agreement and its Amendment, governing the Ephesians.

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

1. APPROVES the Final Plat for Ephesians At Lexington subject to the following conditions:
 - a. The Final Plat is subject to the vacation of a public utility easements as set forth in City of Lexington, Resolution 19-07; and,
 - b. The Final Plat must be recorded simultaneous to the Conditional Use Permit and Development Agreement and its Amendment, governing the Ephesians.
2. AUTHORIZATION TO RECORD the Final Plat with Anoka County is subject to the following conditions:
 - a. The Final Plat must meet the requirements and approval of the City Engineer;
 - b. The Final Plat must meet the requirements and approval of the County Surveyor; and,
 - c. The Final Plat is subject to the vacation of a public utility easement currently existing on Subject Parcel B.
3. The City Administrator shall determine when these three conditions governing the Authorization for Recording have been satisfied. Once the conditions have been satisfied he shall author a letter certifying satisfaction of these conditions.
4. Applicant is authorized to File and Record the Final Plat for Ephesians At Lexington with Anoka County after receiving written certification from the City Administrator.

PASSED AND DULY ADOPTED this 7th day of March 2019 by the City Council of the City of Lexington.

Mark Kurth, Mayor

Attest:

Bill Petracek, City Administrator

EPHESIANS AT LEXINGTON

CITY OF LEXINGTON COUNTY OF ANOKA SECTION 35, TOWNSHIP 31, RANGE 23

KNOW ALL PERSONS BY THESE PRESENTS: That 89 Lexington Lakes, LLC, a Minnesota limited liability company, owner of the following described property:

Lot Twenty-three (23), across the East thirty-three (E. 33) feet broad, LEXINGTON PARK 2ND ADDITION according to the plat thereof on file and of record in the Office of the Registrar of Deeds in and for Anoka County, Minnesota.

and

The East thirty-three (E. 33) feet of Lot Twenty-three (23), LEXINGTON PARK 2ND ADDITION according to the plat thereof on file and of record in the Office of the Registrar of Deeds in and for Anoka County, Minnesota.

Lot Twenty-four (24), LEXINGTON PARK 2ND ADDITION according to the plat thereof on file and of record in the Office of the Registrar of Deeds in and for Anoka County, Minnesota.

and

Lot Twenty-seven (27) EXCEPT the East 131 feet thereof, LEXINGTON PARK 2ND ADDITION according to the plat thereof on file and of record in the Office of the Registrar of Deeds in and for Anoka County, Minnesota.

The West 150 feet of Lot Twenty-eight (28), LEXINGTON PARK 2ND ADDITION according to the plat thereof on file and of record in the Office of the Registrar of Deeds in and for Anoka County, Minnesota.

Has caused the same to be surveyed and plattd as EPHESIANS AT LEXINGTON and does hereby dedicate to the public for use the drainage and utility easements as created by the plat.

In witness whereof said 89 Lexington Lakes, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

89 LEXINGTON LAKES, LLC

Tim C. Hammers, President

STATE OF _____
COUNTY OF _____
This instrument was acknowledged before me on _____, 20____, by Tim C. Hammers, President of said 89 Lexington Lakes, LLC, a Minnesota limited liability company, on behalf of the company.

Signature _____
Printed _____
Nearby Public _____ County _____
My Commission Expires _____

I, Gary C. Huber do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat has been prepared in accordance with the laws and rules of this State, and that the same are true and correct; and that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, and all other boundaries shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Gary C. Huber, Licensed Land Surveyor
Professional License No. 1395

STATE OF MINNESOTA
COUNTY OF ANOKA
This instrument was acknowledged before me on _____, 20____, by Gary C. Huber.

Signature _____
Printed _____
Nearby Public _____ County _____
My Commission Expires _____

CITY COUNCIL, CITY OF LEXINGTON, MINNESOTA

This plat of EPHESIANS AT LEXINGTON was approved and accepted by the City Council of the City of Lexington, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 1.

By _____, Mayor By _____, Clerk

ANOKA COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20____.

By _____
Chris E. Gilks
Anoka County Surveyor

ANOKA COUNTY AUDITOR/TREASURER

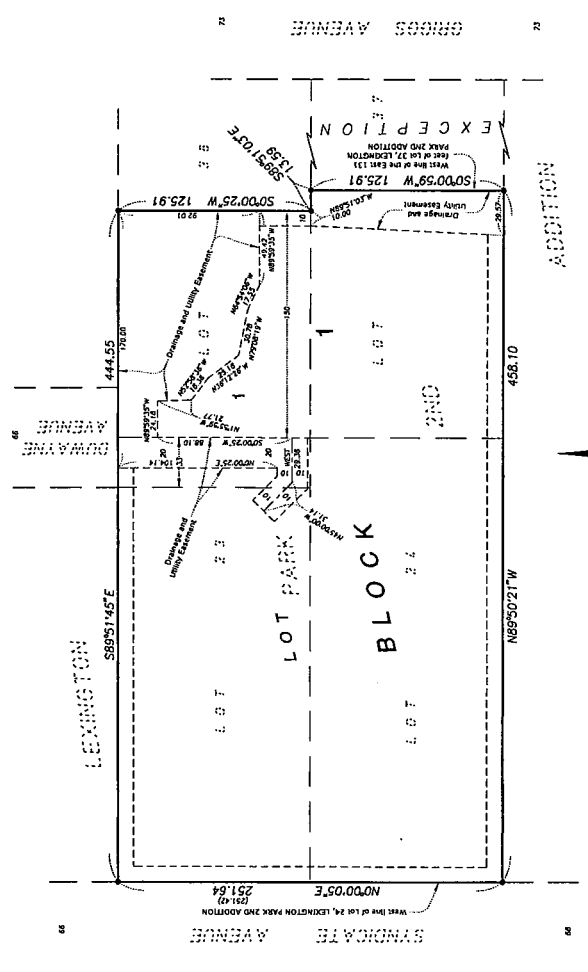
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land heretofore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

Property Tax Administrator
By _____, Deputy

COUNTY REGISTER/REGISTRAR OF TITLES

This plat of EPHESIANS AT LEXINGTON was filed in the office of the County Register/Registrar of Titles for public record on this _____ day of _____, 20____, at _____ o'clock _____, and was duly recorded at Document Number _____.

County Register/Registrar of Titles
By _____, Deputy



Drainage and Utility Easements are shown thus:

Being 10 feet in width and adjoining all lot lines unless otherwise shown.

Bearings are based on the West line of Lot 24, LEXINGTON PARK 2ND ADDITION having a bearing of N0°00'57"E.
• Denotes 1/2 inch by 14 inch iron monument set and marked by Minnesota License No. 23036.
• Denotes Iron Monument found.
--- Denotes the boundary line of LEXINGTON PARK 2ND ADDITION.

CITY OF LEXINGTON
COUNTY OF ANOKA
STATE OF MINNESOTA

RESOLUTION #19-10

A RESOLUTION AUTHORIZING RECORDING OF DOCUMENTS RELATED TO THE
PLAT, EPHESIANS AT LEXINGTON

WHEREAS, 89 LEXINGTON LAKES, LLC, (“Applicant”), seeks to combine the following parcels into a single Plat, Ephesians At Lexington (the “Subject Parcels”):

1. 8941 Syndicate Avenue, Lexington, Property Identification Number 35-31-23-13-0032. Legally described as Lot Twenty-three (23), except the East Thirty-three feet thereof, Lexington Park 2nd Addition, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Anoka County, Minnesota.
2. 8925 Syndicate Avenue, Lexington, Property Identification Number 35-31-23-13-0034. Legally described as Lot Twenty-four (24), Lexington Park 2nd Addition, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Anoka County, Minnesota.
3. Unassigned situs, Lexington, Property Identification Number 35-31-23-13-0054. Legally described as The West 150 feet of Lot Thirty-eight (38), Lexington Park 2nd Addition, according to the recorded plat thereof, Anoka County, Minnesota.
4. Unassigned situs, Lexington, Property Identification Number 35-31-23-13-0051. Lot Thirty-seven (37), except the East 131 feet thereof, Lexington Park 2nd Addition, according to the recorded plat thereof, Anoka County, Minnesota.
5. The East thirty-three (E.33) feet of Lot Twenty-three (23), Lexington Park 2nd Addition, according to the recorded plat thereof, Anoka County, Minnesota.
Torrens Property.

WHEREAS, the City Council has adopted the following Resolutions relevant to the Plat, Ephesians at Lexington:

- Resolution 19-06 - Adopting Development Agreement and Amendment to Development Agreement for Ephesians
- Resolution 19-07 - Authorizing Vacation Of Easements
- Resolution 19-08 - Authorizing Quitclaim Deed
- Resolution 19-09 - Adopting Final Plat For Ephesians

WHEREAS, the Applicant requests authorization to record the following documents with the Anoka County Recorder (the "Documents"):

Development Agreement and Amendment to Development Agreement for Ephesians at Lexington
Conditional Use Permit for Ephesians at Lexington
Final Plat for Ephesians at Lexington
Vacation of Easements
Quitclaim Deed

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

1. GRANTS AUTHORIZATION TO RECORD the Final Plat with Anoka County, subject to the following conditions:
 - a. All Documents must be in a form approved by the City Attorney, City Building Official, and/or City Engineer;
 - b. The Final Plat must be recorded simultaneous to the Conditional Use Permit, and Development Agreement and its Amendment;
 - c. All Documents must be recorded with sufficient priority to ensure their operation, and in a manner satisfactory to the City Attorney; and,
 - d. All conditions of the Development Agreement and its Amendment, and the legal obligations of the City as to the development of the Ephesians at Lexington must be in a manner satisfactory to the City Attorney, City Building Official, and/or City Engineer.
2. CITY ADMINISTRATOR TO OVERSEE CONDITIONS. The City Administrator shall determine when these conditions governing the Authorization to Record have been satisfied. Once the conditions have been satisfied he shall author a letter certifying satisfaction of all relevant conditions.
3. 89 LEXINGTON LAKES, LLC, is authorized to File and Record the Final Plat for Ephesians At Lexington with Anoka County after receiving written certification from the City Administrator.
4. GRANTS POWERS AND DESIGNATES REPRESENTATIVES. For purposed of Closing this transaction and effectuating recording of the Documents, the City Council designates its representatives and signatories as City Administrator, Bill Petracek, or City Attorney Kurt Glaser, each with equal and independent powers, for all purposes necessary to convey the Subject Property to 89 LEXINGTON LAKES, LLC. These powers include but are not limited to executing or authorizing the Quitclaim Deed, Certification Regarding Foreign Investment In Real Property Tax Act, Seller's Closing Statement, or Affidavit Regarding Business Entity. These powers also include but are not limited to executing or authorizing any document related to the vacation of easements as set forth in Resolution 19-07. These powers also include but are not limited to executing or authorizing any document related to the transfer or quitclaim of the Subject Property set forth in Resolution 19-08.

PASSED AND DULY ADOPTED this 7th day of March 2019 by the City Council of the City of Lexington.

Mark Kurth, Mayor

Attest:

Bill Petracek, City Administrator

EMERGENCY RESPONSE SOLUTIONS

4817 Viking Blvd NE
 East Bethel, MN 55092
 651-464-1010

Quote

Date	Estimate #
12/6/2018	4034

Name / Address
Lexington Fire Dept 9180 Lexington Ave Lexington, MN 55014

Project

Item	Description	Qty	Rate	Total
GEA 402005	Gear Grid 402005 Five (5) Opening 20" Wall Mount Locker. No Doors. Heavy Duty Steel Construction. Includes; Two (2) Adjustable Shelves, Three (3) Adjustable Apparel Hooks, Name Plate Holder, Durable Powder Coat Finish, Choice of Color. *Name Plates Sold Separately* with	1	1,287.00	1,287.00
GEA 402196	20" 3-Start PowerBar Rail	1	108.00	108.00
GEA 402193	20" 2-Extension PowerBar Rail	1	72.00	72.00
GEA 402016	Gear Grid 402016 Sixteen (16) Opening 20" Wall Mount Locker. No Doors. Heavy Duty Steel Construction. Includes; Two (2) Adjustable Shelves, Three (3) Adjustable Apparel Hooks, Name Plate Holder, Durable Powder Coat Finish, Choice of Color. *Name Plates Sold Separately* with	1	3,877.00	3,877.00
GEA 402196	20" 3-Start PowerBar Rail	1	108.00	108.00
GEA 402195	20" 3-Extension PowerBar Rail	3	108.00	324.00
GEA 402193	20" 2-Extension PowerBar Rail	2	72.00	144.00
GEA 401020	GearHanger Hanging Rod 20"	21	21.00	441.00
GEA 492031	Gear Grid Hang Bar Secure Brackets for Outside Ends Above Locker Units	2	5.00	10.00
GEA 401013	GearDryer Coat Drying Hanger	21	13.00	273.00
GEA 401012	GearGlove Drying Hanger	21	13.00	273.00
GEA 401011	Secure Storage Box (Standard), 6" X 6" X 11"	21	53.00	1,113.00

Quote Valid for 30 Days	Total
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EMERGENCY RESPONSE SOLUTIONS

4817 Viking Blvd NE
 East Bethel, MN 55092
 651-464-1010

Quote

Date	Estimate #
12/6/2018	4034

Name / Address
Lexington Fire Dept 9180 Lexington Ave Lexington, MN 55014

Project

Item	Description	Qty	Rate	Total
Labor	ERS LOCKER INSTALLATION FEE: FOR TOTAL OF (21) WALL MOUNT- 20" OPENING LOCKERS *THIS COST ALSO INCLUDES THE REMOVAL OF EXISTING LOCKERS- PENDING THAT EXISTING LOCKER REMOVAL IS STANDARD AND DOES NOT REQUIRE ANY ADDITIONAL DEMOLITION FOR LOCKERS TO BE REMOVED FROM WALL **EXISTING LOCKERS ARE TO BE DISPOSED OF BY FIRE DEPARTMENT UPON COMPLETION OF REMOVAL	1	2,626.00	2,626.00
Shipping	Estimated Freight as of 12-06-2018 from Old Dominion LTL *THIS IS ONLY AN ESTIMATE AND CANNOT BE CONFIRMED UNTIL DATE OF DELIVERY*	1	256.00	256.00
Quote Valid for 30 Days			Total	\$10,912.00



Lexington Fire Department

9180 Lexington Avenue, Lexington MN 55014
City (763)784-2792 Fax (763)785-8951 Station (763)784-1604
Chief Gary G. Grote

February 28, 2019

To: Bill Petracek
Lexington City Administrator

From: Gary Grote
Fire Chief

Subject: Fire Department Painting and Gear Grid Recommendations

Fire Station Interior Painting

I want to first thank you and the City Council for the support of the Fire Station renovations. I have had three (3) different painting companies provide a quote to paint the interior of the fire station that includes the offices, meeting room, kitchen and the apparatus bay, (walls and ceiling);

Dyreson Painting – **\$12,200**
Mill City Restoration - **\$14,158**
Living Color Decorating - **\$33,000**

I recommend the approval of the Dyreson Painting quote in the amount of \$12,200 to paint the interior of the fire station.

Gear Grid System

The Gear Grid is manufactured by one company and the local supplier is Emergency Response Solutions. The last quote for the installed system was \$10,912.

I recommend the approval of the Emergency Response Solutions quote in the amount of \$10,912 to install the Gear Grid system.

I am in the process of acquiring some quotes for carpeting and upgrades to the kitchen. Please feel free to contact me should you have any questions.

Cc: File



225 Honeytree Drive
Delano, MN 55328

763-670-1697 Shane

Estimate

Date	Estimate #
11/16/2018	20181116

Name / Address
Lexington Fire Dept Erik Edwards 9055 South Highway Dr Lexington, MN 55014

Interior/Exterior Painting and Staining

Project
Interior-2018

Description	Total
<p>Labor and Materials:</p> <p>Paint ceiling and walls:</p> <ul style="list-style-type: none"> - Spray ceiling and upper half of blue stripe on walls: 1 coat dryfall - Mask off sprinkler heads, drain tube for roof, furnaces, trucks, floor - Vacuum miscellaneous areas where needed while prepping for paint - Paint stripe: 2 coats red epoxy - Paint remaining blue stripe, beams, and locker wall: shiny block 1 coat primer - Paint lower half of walls: 1 coat epoxy <p>Materials: 50 gal dryfall, 3 gal primer, 2 gal red epoxy, 6 gal semi gloss latex epoxy, 1 scissor lift, lightweight plastic</p>	9,700.00
<p>Labor and Materials:</p> <p>Office, kitchen, hall, and meeting room:</p> <ul style="list-style-type: none"> - Paint walls 2 coats, patch and prime water damaged area on office exterior wall <p>Materials: 7 gal semi gloss latex epoxy</p> <p>All areas will need items moved prior to painting, then put back in place. This bid assumes minimal patching will be required.</p>	2,500.00
<p>1/3 is due at start of job. The remainder is due upon completion. Add-ons are extra.</p>	<p>Total \$12,200.00</p>

Estimate is valid for 30 days.

Customer Signature & Date: _____

Mill City RESTORATION

Michelle and Martin O'Connor

949 Iglehart Ave

St. Paul, MN 55104

612.242.86929(Michelle)/612.501.2676(Martin)

michelle@millcityrestoration.com/martin@millcityrestoration.com

Property:

Lexington Fire Department

9055 S highway Drive

Circle Pines, MN

AREAS TO BE PAINTED

Interior Painting

Walls in the 2 offices, hallway, kitchen, meeting area, and garage

Ceiling in the garage only

Blue Line in garage to go red

No doors

No trim

Nothing not mentioned

Because of the nature of the soot on the ceiling, the ceilings will need to be air blown. After that, the ceiling may need a sealer sprayed on it first to seal in oil stains before the final coat is applied. MCR may find that it best not to use a dryfall, but a more oil resistant paint that will repel staining for a longer period of time. All decisions on paint and procedure will be ok'd with the client before proceeding.

14,158

All trucks and equipment to be covered at all times and also all coverings to be removed in case trucks are needed.

All floors will be covered at all times

MCR will use a scissor lift in the garage area to make sure we meet deadlines.

Paint used will be of highest quality Sherwin Williams. MCR uses Super Paint by Sherwin Williams. It is the quality above contractor and will last for a long time and be washable

All hairline cracks and small holes are included to be repaired. Any holes larger than a quarter and cracks that require drywall, or concrete replacement are not included.

14,158 for all work and materials

MCR uses only employees

MCR will clean the work space every night

MCR will work with the superintendent in make sure all time lines are met

Living Color Decorating
Tim Mortenson
15206 62nd Street North
Stillwater, MN 55082
651-226-6476
Livingcolor.tim@comcast.net

Gary Grote
Fire Chief
9180 Lexington Ave
Lexington, MN 55014
Gary.grote@cityoflexingtonmn.org
February 18, 2019

Estimate

Prep and paint per details:

A. Chief's office walls

1. Scrape peeling paint and residue from water damage in corner office.
2. Treat area with neutralizer.
3. Seal area with clear crete
4. Paint walls 2 coats.

Labor: 400.00
Materials: 130.00
530.00

B. Meeting room walls

1. Clean walls as needed.
2. Fill holes as needed.
3. Paint walls 2 coats new color TBD.

Labor: 880.00
Materials: 300.00
1180.00

C. Kitchen walls

1. Clean walls as needed.
2. Fill holes as needed.
3. Paint walls 2 coats new color.

Labor: 200.00
Materials: 90.00
290.00

D. Bay Walls

1. Clean walls with paint prep cleaner.
2. Paint walls floor to ceiling 2 coats with recommended durable Benjamin Moore product—per Abbott.
3. Change wall stripe
 - i. Single high stripe remains.
 - ii. Eliminate lower blue stripe by covering with wall color, additional coats as needed to cover.
 - iii. Single high stripe changes to red.
 - iv. 3-4 days for walls and stripe.

Labor: 12,800.00
Materials: 1,300.00
14,100.00

E. Bay Ceiling

1. Rent lift (2x 1 week) for ceiling work.
2. Remove vehicles from bays during work.
3. Remove additional equipment and tools as able.
4. Blow off dust and debris using station air compressor.
5. Clean dirt or stains from ceiling as able by hand.
6. Cover any unmovable remaining equipment in bay with plastic to protect from over spray, spills and drips.
7. Spray entire ceiling 1 coat using specific dry fall paint product, Sherwin Williams or Abbott.
8. Apply 2nd coat to ceiling in any areas as needed to cover only.
9. Set up and take down bay prep and plastic planning for 3 -4 days to complete ceiling. Clean bay when completed.

Labor: 14,700.00
Materials: 1100.00
15,800.00

F. Bay area office walls

1. Prep walls as needed.
2. Paint walls 2 coats new color.

Labor: 240.00

Materials: 60.00

300.00

3. Bay Office Floor Option

- i. Remove all furnishings from room.
- ii. Clean and scuff floor.
- iii. Paint floor using 1 coat standard floor paint.

Labor: 230.00

Materials: 90.00

320.00

Pricing Summary

Chief's Office: 530.00

Meeting Room: 1180.00

Kitchen: 290.00

Bay Walls: 14100.00

Bay Ceilings: 15800.00

Estimated Lift Rental: 800.00

Bay Office Walls: 300.00

Bay Office Floor: 320.00

33,320.00

Lift rental estimates 2 lifts x 1 week to maximize my productivity in the bay, reduce time of engines outside.

Materials are an estimate only and vary with product selection and application. Please expect to be charged according to actual use.

To: Mayor Kurth and City Council
From: Bill Petracek, City Administrator
Date: February 28, 2019
Re: Lexington Farmer's Market



Now that the Lovell Building is unavailable and the vacant property behind Northway Mall has been purchased, the Lexington Farmer's Market has very few options in our community for places to operate the Lexington Farmer's Market.

Potential options for the farmer's market:

1. Temporarily close down South Highway Drive in front of the fire station each week to allow the farmer's market to operate in that area.
2. Allow the farmer's market to operate in the Lexington Liquor's parking lot with overflow parking and vendors to use city hall parking lot – if necessary.
3. Allow the farmer's market to operate in Memorial Park.

The option that is probably best for the farmer's market to set-up business is in the Lexington Liquor Store parking lot. I have discussed this idea with Jack Borgen, Liquor Store Manager, about having the farmer's market in their south parking lot during the summer for four (4) hours a week, every Wednesday. He was reluctant at first, but after some thought, is willing to give the farmer's market a chance at doing business at this location.

Mayor Kurth has had discussions with the Fire Relief Association, and they feel that this would be the next best option, and location to operate the farmer's market.

Staff recommends to approve the usage of Lexington Liquor's south parking lot and overflow parking in the west city hall parking lot for operating the Lexington Farmer's Market in 2019.

LG214 Premises Permit Application

Annual Fee \$150 (NON-REFUNDABLE)

REQUIRED ATTACHMENTS TO LG214

- 1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
- 2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to **"State of Minnesota."**

Mail the application and required attachments to:
 Minnesota Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113

Questions? Call 651-539-1900 and ask for Licensing.

ORGANIZATION INFORMATION

Organization Name: Centennial Youth Hockey Assoc. License Number: 03934
 Chief Executive Officer (CEO) Kirk Matko Daytime Phone: 612-250-4129
 Gambling Manager: John Olmschert Daytime Phone: 612-384-9456

GAMBLING PREMISES INFORMATION

Current name of site where gambling will be conducted: Boulevard Bar & Grille

List any previous names for this location:

Street address where premises is located: 3800 Restwood Road
(Do not use a P.O. box number or mailing address.)

City: Lexington **OR** Township: _____ County: Anoka Zip Code: 55014

Does your organization own the building where the gambling will be conducted?

Yes No **If no, attach LG215 Lease for Lawful Gambling Activity.**

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site? Yes No Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site? Yes No Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA

Bank Name: _____ Bank Account Number: _____

Bank Street Address: _____ City: _____ State: **MN** Zip Code: _____

ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES

Address (Do not use a P.O. box number): _____ City: _____ State: _____ Zip Code: _____
 _____ MN _____
 _____ MN _____
 _____ MN _____

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

<p>CITY APPROVAL for a gambling premises located within city limits</p> <p>City Name: _____</p> <p>Date Approved by City Council: _____</p> <p>Resolution Number: _____ (If none, attach meeting minutes.)</p> <p>Signature of City Personnel: _____</p> <p>_____</p> <p>Title: _____ Date Signed: _____</p> <div style="border: 1px solid black; padding: 10px; text-align: center; margin: 10px 0;"> <p>Local unit of government must sign.</p> </div>	<p>COUNTY APPROVAL for a gambling premises located in a township</p> <p>County Name: _____</p> <p>Date Approved by County Board: _____</p> <p>Resolution Number: _____ (If none, attach meeting minutes.)</p> <p>Signature of County Personnel: _____</p> <p>_____</p> <p>Title: _____ Date Signed: _____</p> <p>TOWNSHIP NAME: _____</p> <p>Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>_____</p> <p>Title: _____ Date Signed: _____</p>
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ACKNOWLEDGMENT AND OATH

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| <ol style="list-style-type: none"> 1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises. 2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law. 3. I have read this application and all information submitted to the Board is true, accurate, and complete. 4. All required information has been fully disclosed. 5. I am the chief executive officer of the organization. | <ol style="list-style-type: none"> 6. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them. 8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect. 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. 10. I understand the fee is non-refundable regardless of license approval/denial. |
|--|---|



2/23/2019

Signature of Chief Executive Officer (designee may not sign) _____ Date _____

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public</p>	<p>information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information;</p>	<p>Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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This form will be made available in alternative format, i.e. large print, braille, upon request.

LG215 Lease for Lawful Gambling Activity

LEASE INFORMATION

Organization: CYHA License/Site Number: 03934 Daytime Phone: 612-394-9856

Address: P.O. Box 549 City: Circle Pines MN 55014 State: Zip:

Name of Leased Premises: DBA Boulevard Bar and Grill Street Address: Barble Hospitality Inc 3800 Restwood Road

City: Lexington State: MN Zip: 55014 Daytime Phone: 651-283-6314

Name of Legal Owner: Barble Hospitality Inc Business/Street Address: 11948 Leaver St NE

City: Blaine State: MN Zip: 55449 Daytime Phone: 651-283-6314

Name of Lessor (if same as legal owner, write "SAME"): Address: City: State: Zip: Daytime Phone:

Check applicable item: [] New or amended lease. Effective date: Submit changes at least ten days before the effective date of the change. [X] New owner. Effective date: 4/1/2019. Submit new lease within ten days after new lessor assumes ownership.

CHECK ALL ACTIVITY THAT WILL BE CONDUCTED (no lease required for raffles)

[X] Pull-Tabs (paper) [X] Electronic Pull-Tabs [] Pull-Tabs (paper) with dispensing device [] Electronic Linked Bingo [X] Bar Bingo [] Bingo [X] Tipboards [X] Paddlewheel [] Paddlewheel with table Electronic games may only be conducted: 1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or 2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.

PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT (separate rent for booth and bar ops)

BOOTH OPERATION: Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.

ALL GAMES, including electronic games: Monthly rent to be paid: % , not to exceed 10% of gross profits for that month. Total rent paid from all organizations for only booth operations at the leased premises may not exceed \$1,750. The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.

BAR OPERATION: All sales of gambling equipment conducted by the lessor or lessor's employee.

ELECTRONIC GAMES: Monthly rent to be paid: 15% , not to exceed 15% of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.

ALL OTHER GAMES: Monthly rent to be paid: 20% , not to exceed 20% of gross profits from all other forms of lawful gambling. If any booth sales conducted by a licensed organization at the premises, rent may not exceed 10% of gross profits for that month and is subject to booth operation \$1,750 cap.

BINGO RENT (for leased premises where bingo is the primary business conducted, such as bingo hall)

Bingo rent is limited to one of the following: Rent to be paid: % , not to exceed 10% of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo. - OR - Rate to be paid: \$ per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor. => Rent may not be paid for bar bingo. => Bar bingo does not include bingo games linked to other permitted premises.

LEASE TERMINATION CLAUSE (must be completed)

The lease may be terminated by either party with a written 30 day notice. Other terms:

LG215 Lease for Lawful Gambling Activity

Lease Term: The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management: The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises. The organization may not conduct any activity on behalf of the lessor on the leased premises.

Participation as Players Prohibited: The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes, Section 349.181.

Illegal Gambling: The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes, Section 349.18, Subd. 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes, Section 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H, or Minnesota Statutes, Section 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or to the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions: The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing the same residence as the lessor, and any agents or employee of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to Permitted Premises: Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

Lessor Records: The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent All-Inclusive: Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

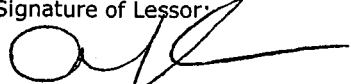
- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Board. Rent payments may not be made to an individual.

ACKNOWLEDGMENT OF LEASE TERMS

I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms of the lease:

Signature of Lessor:  Date: 2/22/19

Signature of Organization Official (Lessee):  Date: 2/22/19

Print Name and Title of Lessor: Amanda Knoble President

Print Name and Title of Lessee: John Olmschert Gambling

Questions? Contact the Licensing Section, Gambling Control Board, at 651-539-1900. This publication will be made available in alternative format (i.e. large print, braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Mail or fax lease to:
 Minnesota Gambling Control Board
 1711 W. County Road B, Suite 300 South
 Roseville, MN 55113
 Fax: 651-639-4032