

**AGENDA
CITY OF LEXINGTON
REGULAR COUNCIL MEETING
JUNE 4, 2020 – 7:00 P.M.
9180 LEXINGTON AVENUE**

**This meeting will be held electronically and televised on
Channel 16**

For Citizen Forum comments please call 763-784-2792

1. CALL TO ORDER: – Mayor Murphy

- A. Roll Call - Council Members: DeVries, Harris, Hughes and Winge

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. ABDO, EICH & MEYERS 2019 ANNUAL FINANCIAL REPORT

5. INFORMATIONAL REPORTS:

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

6. LETTERS AND COMMUNICATIONS:

- A. Metropolitan Council – 2019 Annual Population Estimate pp. 1-3
B. Council Workshop meeting minutes – May 21, 2020 pp. 4-6
C. Centennial Lakes Police Department Media Reports – 5-13 – 26, 2020 pp. 7-14

Consent Agenda:

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

7. CONSENT ITEMS:

- A. Recommendation to Approve Council Minutes:
Council Meeting – May 21, 2020 pp. 15-17
- B. Recommendation to Approve Claims and Bills: pp. 18-27
 - Check #'s 13676 through 13677
 - Check #'s 46309 through 46359
 - Check #'s 13214 through 13226
 - Check #'s 13230 through 13235
 - VOID #13108
- C. Recommendation to approve change of date for Minneapolis City Heat
Charity Ride Event Permit from May 31, 2020 to July 26, 2020 (approved
March 7, 2020) pp. 28
- D. Recommendation to approve Interfund Transfer
 - Transfer of the remaining balance of \$141,671.90 from Construction
fund 418 – “Lake Drive Project”, to Debt Service Fund 592 – “15 Street –
Various”, and closing the construction fund.

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.

8. ACTION ITEMS:

- A. Recommendation to approve Business License Renewals pp. 29
- B. Recommendation to approve Solicitors/Peddlers License application for Aptive
Environmental (all background checks were successfully completed) pp. 30
- C. Recommendation to Approve a Development and Subdivision Agreement by
and between Lexington Lofts and the City of Lexington. pp. 31-58
- D. First Reading of Ordinance 20-06 – An Emergency Ordinance to Assist
Businesses and Establishments during the COVID-19 Pandemic. pp. 59-60
- E. Recommendation to approve a Bid from Tri-State Bobcat, Inc., Little Canada,
MN. for a 2020 Bobcat T76 T4 Compact Track Loader in the amount of
\$57,408.35 pp. 61-65
- F. Recommendation to Approve 2020 Management and Non-Union Employee
Salary Increases. pp. 66

- G. Recommendation to Approve 2020 Hazard Pay for Liquor Store Employees. **pp. 67-68**
- H. Discuss City Administrator Annual Evaluation per contract . **pp. 69**

9. MAYOR AND COUNCIL INPUT

10. ADJOURNMENT

/mv

May 18, 2020

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

Dear Mr. Petracek:

The Metropolitan Council has prepared preliminary population and household estimates for your community as of April 1, 2019. This is an annual process governed by *Minnesota Statutes 473.24*. Please note that these estimates are different from the Council's local forecasts that your community has reviewed before.

2019 Annual Population Estimate

The Metropolitan Council estimates that the City of Lexington had 2,356 people and 893 households as of April 1, 2019. Household size averaged 2.634 persons per household.

How was this estimate calculated?

We estimate households and population with a housing stock-based method, which involves three questions:

1. *How many housing units did your community have?*
2. *How many households occupied these housing units?*
3. *How many people lived in these occupied housing units?*

This letter includes an overview of our estimation method along with a report showing the data inputs and calculations used to develop the preliminary estimates for your community. For more information, visit <https://www.metrocouncil.org/populationestimates>, or contact me at 651-602-1513.

Can this estimate be compared to last year's estimate?

Each year, we update our data and refine our methods, so preliminary estimates from different years are not directly comparable. We don't recommend taking the difference between the 2018 and 2019 estimates to calculate growth between 2018 and 2019. Instead, we recommend examining growth since the 2010 Census.

How can my community provide feedback on this estimate?

We welcome discussion of the preliminary estimates and invite you to review and comment on them. Because I and most of my colleagues are working remotely to slow the spread of COVID-19, I can respond most promptly if you send any comments or questions to Matt.Schroeder@metc.state.mn.us. If this is not possible, you may mail them to Matt Schroeder, Community Development Research, 390 Robert St N, Saint Paul, MN 55101. *Under Minnesota Statutes 473.24, we must receive your comments or specific objections, in writing, by June 24, 2020.*

What happens after my community provides feedback?

The Council will certify final estimates by July 15, 2020 for state government use in allocating certain funds.

Sincerely,



Matt Schroeder
Principal Researcher

Lexington city, Anoka County

2019 Annual Population Estimate

Published May 18, 2020 (preliminary; distributed for local government review)



	Housing units	Occupancy rate	Households	Persons per household	Population in households	Population in group quarters	Total population
2019 Estimate	922	96.85%	893	2.634	2,352	4	2,356
2010 Census	861	91.41%	787	2.598	2,045	4	2,049

The Metropolitan Council estimates population using the housing stock method, which answers three main questions for each community as of April 1, 2019.

First, how many housing units did the community have?

- We start with housing units measured by the 2010 Census, then add units built between 2010 and 2018, based on permits reported to us by communities. Permit data is [available on our website](#).
 - We assume that 95% of single-family detached units and 90% of townhome/duplex/triplex/quadplex units permitted in 2018 were completed and occupiable by April 1, 2019.
 - Multifamily units permitted between 2010 and 2018 are assumed to be completed if they received a certificate of occupancy by April 1, 2019. According to our records, Lexington permitted 180 multifamily units before 2019 that were not open by April 1, 2019.
 - We will inspect 2020 Census counts to ensure that the remaining housing units (those assumed to have been completed after April 1, 2019) are counted in the 2020 Census, which will serve as the baseline for the next decade's population estimates.
 - Manufactured home data comes from our annual surveys of manufactured home park operators and local governments.
 - Data on other housing (boats, RVs, etc. used as housing) comes from the [most recent American Community Survey data](#); this housing is included in the estimates only if occupied.
- We also examine other housing stock changes reported by communities. These include demolitions, building conversions (units added or lost), boundary changes (units annexed in or out), and other changes reported by city and township staff.

	Housing stock April 1, 2010	Permitted and built since 2010	Other changes since 2010	Housing stock April 1, 2019
<i>Single-family detached</i>	459	2	-2	459
<i>Townhome (Single-family attached)</i>	60	0	0	60
<i>Duplex/triplex/quadplex</i>	70	0	0	70
<i>Multifamily (5 or more units)</i>	145	89	0	234
<i>Accessory dwelling units (ADU)</i>	0	0	0	0
<i>Manufactured homes</i>	127			99
<i>Other units</i>	0			0
Total	861			922

Second, how many of these housing units were occupied by households?

- Each housing type has an estimated occupancy rate. These data come from the most recent American Community Survey estimates for **housing units** and **households, decennial census data** from the U.S. Census Bureau, and the **U.S. Postal Service**. To estimate multifamily occupancy rates, we also use **CoStar**, a proprietary data source covering the apartment market.
- Multiplying the number of housing units of each type by the occupancy rate yields the number of households (occupied housing units).

Third, how many people lived in these occupied housing units?

- Each housing type has an estimated average household size. These data come from the most recent American Community Survey estimates of **households** and **population in households** as well as **decennial census data** from the U.S. Census Bureau.
- Multiplying the number of households in each housing type by the average household size yields the population in households.

	Housing stock April 1, 2019	Occupancy rate	Households (Occupied housing units)	Persons per household	Population in households
<i>Single-family detached</i>	459	99.18%	455	2.832	1,289
<i>Townhome (Single-family attached)</i>	60	88.41%	53	2.832	150
<i>Duplex/triplex/quadplex</i>	70	98.58%	69	3.932	271
<i>Multifamily (5 or more units)</i>	234	92.76%	217	1.737	377
<i>Accessory dwelling units (ADU)</i>	0	92.76%	0	1.737	0
<i>Manufactured homes</i>	99	100.00%	99	2.678	265
<i>Other units</i>	0	N/A	0	1.741	0
Total	922	96.85%	893	2.634	2,352

To obtain the total population, we also add the number of residents in group quarters facilities.

These are residences that are not part of the standard housing market, such as college dormitories, nursing homes, prisons and jails, and group homes. Data come from the Metropolitan Council’s annual survey and the Minnesota Department of Human Services.

Population in households	Population in group quarters	Total population April 1, 2019
2,352	4	2,356

Due to rounding, not all estimates can be reproduced exactly from the above inputs.

For more information, see our methodology document, available from <https://www.metrocouncil.org/populationestimates>.

**CITY OF LEXINGTON
WORKSHOP MINUTES
Thursday, May 21, 2020
Immediately following Council meeting
City Hall**

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

Mayor Murphy called to order the workshop for May 21, 2020 at 8:46 p.m. Councilmember's present: Devries, Harris, Hughes, and Winge. Also Present: Bill Petracek, City Administrator; Kurt Glaser, City Attorney; Chris Galiov, Finance Director.

3. Discussion Items:

*Discuss adopting Business Friendly Resolution – Councilmember Harris / Mayor Murphy
Mayor Murphy stated that Councilmember Harris and he wanted to have the Council adopt a “business friendly” Resolution regarding the Governor’s Covid-19 Executive Orders and opening up our State again. Discussion ensued.*

Councilmember Harris expressed concerns about businesses opening against the Governor’s orders and potentially being fined and losing business and liquor licenses at the State level. Discussion ensued. Harris added that she does want to let the local businesses know about a Resolution that gives them options.

Attorney Glaser discussed a memo from the Bureau of Criminal Apprehension and the level of enforcement of the Governor’s orders and crafting a Resolution that doesn’t place the police department in a tough predicament about enforcing the executive rules. Discussion ensued.

Councilmember Hughes stated he wasn’t in favor of some of the language in the Resolution. Discussion ensued.

The Council discussed the content of the Resolution and the Governor’s Executive Orders.

Petracek stated that Attorney Glaser would draft the Resolution and he would ensure that it is on the June 4th Council agenda for a vote.

A. Discuss

- continuing virtual meetings or not
- Resuming Planning & Zoning and Park Board meetings
- COVID 19 Staff Policy

Petracek explained that he was reluctant to support live Council meetings at this time due to allowing people back into city hall – Park Board, Planning Commission, and City Council. He added that the city hall staff is very careful to keep social distancing during work hours, sanitizing city hall, and ensuring that there is less potential for Covid-19 virus in city hall. He continued by saying if we reopen meetings in city hall, it could create an unsafe environment for city staff. Discussion ensued.

Councilmember Harris questioned not having meetings in city hall. She asked when it will end; when will we feel safe to return to live City Council meetings if there is no vaccine. Discussion ensued.

Councilmember Devries suggested continuing virtual meetings for the June meetings and then having another discussion at the June workshop about going back to live meetings in city hall. Discussion ensued.

The consensus of the Council was to continue with virtual meetings and not having Park Board and Planning Commission meeting in June, and having another discussion at the June workshop.

The Council discussed the Covid-19 staff policy and the usage of masks in the liquor store.

B. Discuss vacating DuWayne Avenue for the purpose of Ephesians Phase 2

Petracek explained that the discussion to vacate DuWayne Ave. started when we met with DinkyTown Rentals to discuss phase 2 of Ephesians. He felt that by vacating DuWayne Ave. and turning the property over to DinkyTown Rentals to include in their plans to redevelop the apartments east of DuWayne Ave. would provide them opportunities to make a “campus feel” to their development, which has been their intention. They would be able to incorporate decorative landscaping and lighting on a private driveway.

Attorney Glaser stated that ACAAP buildings on the west side of DuWayne Ave. have agreed to accept permanent easements on the vacated streets so that their residents will always have use of the driveway. Dinkytown rentals would maintain the road in perpetuity that also includes the utilities underneath. Discussion ensued.

Attorney Glaser stated that the Council doesn't need to approve the vacation, but Dinkytown Rentals wanted to get a feel from each Councilmember and their thoughts about this concept. The consensus of the City Council was to support vacating DuWayne Ave. for Phase 2 of Ephesians development.

4. Staff Input

No staff input

5. Council Input

Councilmember Hughes asked about Conrad Koppler and his house. Discussion ensued.

6. Adjourn

Councilmember Harris made motion to adjourn the workshop at 9:59 p.m. Councilmember Hughes seconded the motion. Roll call vote: Devries – Yes; Harris- Yes; Hughes – Yes; Winge – Yes; Mayor Murphy – Yes. Motion carried 5-0.



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
20109612	May 13 2020	00:24	BURGLARY-BUSINESS	90XX NORTH HIGHWAY DR	LEXINGTON
Summary: OFFICERS RESPONDED TO THE 9000 BLK OF NORTH HWY DR REGARDING A BURGLARY. SUSPECTS WERE LOCATED AND CHARGED.CLEAR.					
20110178	May 13 2020	17:40	LIFT ASSIST	38XX MINUTEMAN LN	LEXINGTON
Summary: LIFT ASSIST. OFFICERS WERE DISPATCHED TO THE 3800 BLOCK OF MINUTEMAN LN FOR A LIFT ASSIST.NO INJURIES.CLEAR.					
20110251	May 13 2020	19:32	DOMESTIC-VERBAL	XX INNER DR	CIRCLE PINES
Summary: OFFICER FLAGGED DOWN IN THE 10 BLOCK OF INNER DRIVE REGARDING A VERBAL DOMESTIC. MUTUAL VERBAL ARGUMENT. PARTIES AGREED TO STAY SEPARATED FOR NIGHT. BWC. CLEAR.					
20110153	May 13 2020	16:59	BARKING DOG - DISTURBING	2XX TWILITE TER	CIRCLE PINES
Summary: AN OFFICER WAS DISPATCHED TO A BARKING DOG DISTURBANCE ON THE 250 BLOCK OF TWILITE TER.CLEAR.					
20110478	May 14 2020	00:07	MEDICAL	70XX CENTERVILLE RD	CENTERVILLE
Summary: OFFICER DISPATCHED TO THE 7000 BLOCK OF CENTERVILLE ROAD ON A MEDICAL. BWC. CLEAR.					
20110836	May 14 2020	11:01	HOUSE/PROPERTY CHECK		CIRCLE PINES
20110673	May 14 2020	07:42	LIFT ASSIST	38XX WOODLAND RD	LEXINGTON
Summary: A MEDICAL LIFT ASSIST WAS REPORTED IN THE 3800 BLOCK OF WOODLAND RD.					
20110811	May 14 2020	10:56	BURGLARY-RESIDENTIAL	38XX WOODLAND RD	LEXINGTON
Summary: BURGLARY.DISPATCHED TO 3800 BLOCK OF WOODLAND RD ON A BURGLARY REPORT. INFORMATION COLLECTED.					
20110908	May 14 2020	13:05	MEDICAL	71XX PETERSON TRL	CENTERVILLE
Summary: A MEDICAL WAS REPORTED IN THE 7100 BLOCK OF PETERSON TRL.					
20110909	May 14 2020	13:07	ORDINANCE VIOLATION	92XX SYNDICATE AVE	LEXINGTON
Summary: AN ORDINANCE VIOLATION WAS OBSERVED ON THE 9200 BLOCK OF SYNDICATE AVE.VERBAL WARNING.					
20111011	May 14 2020	15:07	ORDINANCE VIOLATION	XX PINE DR	CIRCLE PINES
Summary: AN ORDINANCE VIOLATION WAS OBSERVED ON THE 0 BLOCK OF PINE DR.WRITTEN WARNING.ACTIVE.					
20111411	May 15 2020	00:05	MEDICAL	41XX LOVELL RD	LEXINGTON
Summary: POLICE WERE DISPATCHED TO THE 4100 BLOCK OF LOVELL ON A REPORT OF AN INFANT EXPERIENCING A MEDICAL EMERGENCY. POLICE ARRIVED AND LEARNED THAT THE INFANT WAS NO LONGER EXPERIENCING SYMPTOMS. THE INFANT WAS EVALUATED BY ALLINA.					
20111628	May 15 2020	08:29	ORDINANCE COMPLAINT	95XX ASPEN AVE	LEXINGTON
Summary: ON THE ABOVE DATE AND TIME OFFICER HANDLED A ORDINANCE COMPLAINT WITHIN THE 9500 BLOCK OF ASPEN AVE.REPORT SENT TO LEXINGTON CITY INSPECTOR FOR FOLLOW UP.REPORT SENT TO OFFICER ODMARK FOR FOLLOW UP.					
20111645	May 15 2020	08:52	THEFT	70XX GOIFFON RD	CENTERVILLE



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
Summary: THEFT.DISPATCHED TO A THEFT IN THE 7000 BLOCK OF GOIFON RD. INFORMATION COLLECTED.					
20111663	May 15 2020	09:15	THEFT	91XX JACKSON AVE.	LEXINGTON
Summary: A THEFT WAS REPORTED IN THE 9100 BLOCK OF JACKSON AVE.					
20111752	May 15 2020	10:47	MEDICAL	XX OAK RIDGE TRL	CIRCLE PINES
Summary: MEDICAL.DISPATCHED TO 0 BLOCK OF OAK RIDGE TRAIL ON A MEDICAL. PATIENT TO HOSPITAL.					
20111876	May 15 2020	13:28	INFORMATION	XX VILLAGE PKWY	CIRCLE PINES
Summary: OFFICERS DISPATCHED TO THE 30 BLOCK OF VILLAGE PARKWAY FOR A PHONE CALL REGARDING ONE OF THE TENANTS.CLEAR.					
20112269	May 15 2020	19:35	ASSIST OTHER		LINO LAKES
20112226	May 15 2020	19:00	DOMESTIC-VERBAL	XX WEST RD	CIRCLE PINES
Summary: OFFICERS WERE DISPATCHED TO THE 30 BLOCK OF WEST ROAD FOR A DOMESTIC SITUATION. PARTIES SEPARATED.CLEAR.					
20112369	May 15 2020	21:07	MEDICAL	XX OAK LEAF LN	CIRCLE PINES
Summary: MEDICAL. ON 5/15/20 OFFICERS WERE DISPATCHED TO THE 30 BLOCK OF OAK LEAF LN FOR A MALE REQUESTING TO GO TO THE HOSPITAL.CLEAR.					
20111868	May 15 2020	13:19	SUSPICIOUS ACTIVITY	41XX LOVELL RD	LEXINGTON
Summary: OFFICERS WERE DISPATCHED TO THE 4000 BLOCK OF LOVELL ROAD FOR SUSPICIOUS ACTIVITY.CLEAR.					
20111985	May 15 2020	15:10	TRAFFIC	MAIN ST / CENTERVILLE RD	CENTERVILLE
Summary: OFFICER CONDUCTED TRAFFIC STOP IN THE AREA OF MAIN ST AND CENTERVILLE RD. DRIVER FOUND TO BE REVOKED, AND VEHICLE WAS UNINSURED. MALE ARRESTED FOR UNINSURED VEHICLE AND DAR. BWC. CLEARED BY ARREST.					
20113141	May 16 2020	17:36	TRAFFIC	HAMLIN AVE NE / LOVELL RD	LEXINGTON
Summary: OFFICERS CONDUCTED A TRAFFIC STOP IN THE AREA OF HAMLIN AVE AND LOVELL ROAD. MALE ARRESTED.CLEAR.					
20112550	May 16 2020	00:28	MEDICAL	XX SHADY WAY	CIRCLE PINES
Summary: POLICE WERE DISPATCHED TO THE 0 BLOCK OF SHADY WAY ON A REPORT OF AN ADULT FEMALE EXPERIENCING A MEDICAL EMERGENCY. AN ADULT FEMALE WAS TRANSPORTED TO THE HOSPITAL.					
20112561	May 16 2020	00:44	MEDICAL	38XX LIBERTY LN	LEXINGTON
Summary: OFFICERS RESPONDED TO THE 3800 BLK OF LIBERTY LN REGARDING A MEDICAL. VICTIM WAS THEN TRANSPORTED TO THE HOSPITAL VIA AMBULANCE.CLEAR.					
20112633	May 16 2020	04:44	MEDICAL	70XX DUPRE RD	CENTERVILLE
Summary: POLICE WERE DISPATCHED TO THE 7000 BLOCK OF DUPRE ROAD ON A REPORT OF AN ADULT FEMALE EXPERIENCING A MEDICAL EMERGENCY. AN ADULT FEMALE WAS TRANSPORTED TO THE HOSPITAL.					
20112846	May 16 2020	11:12	ORDINANCE VIOLATION	88XX ARONA AVE	LEXINGTON



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
Summary: ORDINANCE VIOLATIONS OBSERVED WITHIN 8800 BLOCK OF ARONA AVE.FORWARD TO CITY INSPECTOR.CLEAR.					
20113345	May 16 2020	21:57	SUSPICIOUS ACTIVITY	2XX GALAXY DR	CIRCLE PINES
Summary: POLICE WERE DISPATCHED TO THE AREA OF NORTH ROAD AND NORTH STAR LANE ON A REPORT OF SUSPICIOUS ACTIVITY. POLICE MADE CONTACT WITH 2 INDIVIDUALS. CLEAR.					
20113047	May 16 2020	15:19	TRAFFIC	73XX 20TH AVE	CENTERVILLE
Summary: OFFICERS CONDUCTED A TRAFFIC STOP IN THE 7300 BLOCK OF 20TH AVE. CITATION ISSUED.					
20112695	May 16 2020	08:15	SUSPICIOUS ACTIVITY	XX SHADY WAY	CIRCLE PINES
Summary: SUSP ACTIVITY : RESPONDED TO THE 0 BLOCK OF SHADY WAY FOR A SUSPICIOUS PERON AND VEHICLE AT AN UNOCCUPIED TOWNHOUSE. LOCATED SUSPECT FEMALE AND SHE WAS ADVISED TO LEAVE AFTER BEING ISSUED A CITATION.					
20112871	May 16 2020	11:42	ORDINANCE VIOLATION	2XX TWILITE TER	CIRCLE PINES
Summary: ORDINANCE VIOLATION OBSERVED WITHIN THE 240 BLOCK OF TWILITE TERRACE.TIME GIVEN TO COMPLY.FAILED TO COMPLY.CITATION ISSUED.CLEAR.					
20114030	May 17 2020	23:35	WARRANT ARREST	18XX MAIN ST	CENTERVILLE
Summary: WARRANT ARREST.OFFICERS LOCATED A SUSPICIOUS VEHICLE IN THE 1800 BLK OF MAIN ST.JUVENILE PASSENGER SUBSEQUENTLY ARRESTED FOR WARRANT.CASE CLEARED BY ARREST.					
20113642	May 17 2020	11:51	MEDICAL	89XX ARONA AVE	LEXINGTON
Summary: A MEDICAL MATTER WAS REPORTED IN THE 8900 BLOCK OF ARONA AVE.					
20113780	May 17 2020	16:04	MISCELLANEOUS PUBLIC	XX EAST RD	CIRCLE PINES
Summary: ON THE ABOVE DATE AND TIME OFFICERS HANDLED AN ORDINANCE ISSUE WITHIN THE 20 BLOCK OF EAST RD.NO VIOLATION COMMITTED.					
20113860	May 17 2020	18:04	MEDICAL	1XX SOUTH DR	CIRCLE PINES
Summary: MEDICAL. OFFICERS WERE DISPATCHED TO THE 100 BLOCK OF SOUTH DR ON A MEDICAL. OFFICERS GATHERED MEDICAL ASSESSMENT INFORMATION FROM THE VICTIM. VICTIM REFUSED TRANSPORT BY AMBULANCE.CLEAR.					
20113716	May 17 2020	14:15	DISPUTE	90XX LEXINGTON AVE	LEXINGTON
Summary: OFFICERS WERE DISPATCHED TO THE 9000 BLOCK OF LEXINGTON AVE FOR A DISPUTE BETWEEN TENANTS.CLEAR.					
20113519	May 17 2020	05:01	DWI-3RD DEGREE	MAIN ST / 20TH AVE	CENTERVILLE
Summary: POLICE WERE DISPATCHED TO THE AREA OF MAIN STREET AND 20TH AVENUE ON A REPORT OF A SLUMPER. THE MALE WAS SUBSEQUENTLY PLACED UNDER ARREST FOR DWI.					
20113798	May 17 2020	16:28	VEHICLE- LOCKOUT		LEXINGTON
20113901	May 17 2020	19:28	NO CONTACT ORDER VIOLATION	2XX GALAXY DR	CIRCLE PINES
Summary: POLICE TOOK A REPORT OF A NO CONTACT ORDER VIOLATION THAT OCCURRED. FORMAL COMPLAINT REQUESTED AS THE SUSPECT IS CURRENTLY INCARCERATED.					
20114010	May 17 2020	23:17	ASSIST OTHER AGENCY		BLAINE
20114103	May 18 2020	03:16	MEDICAL	2XX HERITAGE LN	CIRCLE PINES



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
Summary: MEDICAL.OFFICERS WERE DISPATCHED TO THE 200 BLK OF HERITAGE LN FOR A MEDICAL INVOLVING AN ADULT FEMALE.FEMALE TRANSPORTED TO THE HOSPITAL VIA AMBULANCE.CLEAR.					
20101275	May 18 2020	14:14	VEHICLE- LOCKOUT		LEXINGTON
20114503	May 18 2020	15:37	OFF VIOLATION	2XX GALAXY DR	CIRCLE PINES
Summary: OFFICERS WERE DISPATCHED TO THE 200 BLOCK OF GALAXY DRIVE FOR A POSSIBLE OFF VIOLATION.CLEAR.					
20114328	May 18 2020	11:37	THEFT	89XX DUWAYNE AVE	LEXINGTON
Summary: A THEFT WAS REPORTED IN THE 8900 BLOCK OF DUWAYNE AVE.					
20114425	May 18 2020	13:43	DOMESTIC	93XX GRIGGS AVE	LEXINGTON
Summary: OFFICERS WERE DISPATCHED TO THE 9300 BLOCK OF GRIGGS AVE FOR A DOMESTIC SITUATION. PARTIES SEPARATED.CLEAR.					
20114605	May 18 2020	17:34	DOMESTIC	XX INNER DR	CIRCLE PINES
Summary: OFFICERS WERE DISPATCHED TO THE 0 BLOCK OF INNER DRIVER FOR A DOMESTIC SITUATION. PARTIES SEPARATED.CLEAR.					
20114533	May 18 2020	16:14	TRESPASSING	90XX LEXINGTON AVE	LEXINGTON
Summary: TRESPASSING NOTICE. ON 05/18/2020 OFFICERS WERE DISPATCHED TO THE 50 BLOCK OF NORTH RD FOR A TRESPASSING NOTICE IN THE 9000 BLOCK OF LEXINGTON AVE.PENDING.					
20114642	May 18 2020	18:12	DISORDERLY CONDUCT	92XX SOUTH HIGHWAY DR	LEXINGTON
Summary: OFFICERS WERE DISPATCHED TO THE 9200 BLOCK OF SOUTH HIGHWAY DRIVE FOR A TRESPASSING REPORT.CLEAR					
20114868	May 19 2020	00:30	INFORMATION	LAKE DR / ALBERT AVE	LEXINGTON
Summary: INFORMATION.OFFICERS OBSERVED A TRAFFIC VIOLATION IN THE AREA OF LAKE DR/ALBERT AVE.OFFICERS STOPPED VIOLATOR AND VERBALLY WARNED FOR SEVERAL VIOLATIONS.CLEAR.					
20115041	May 19 2020	09:12	ORDINANCE VIOLATION	87XX DUNLAP AVE	LEXINGTON
Summary: AN ORDINANCE VIOLATION WAS OBSERVED ON THE 8700 BLOCK OF DUNLAP.CLEAR.					
20115047	May 19 2020	09:21	THEFT FROM MOTOR VEHICLE	XX VILLAGE PKWY	CIRCLE PINES
Summary: THEFT: RESPONDED TO A PHONE CALL THEFT REPORT ON THE 30 BLOCK OF VILLAGE PARKWAY. CALLER ADVISED UNKNOWN SUSPECT ENTERED HIS LOCKED VEHICLE IN THE GARAGE AND REMOVED A LAP TOP COMPUTER.					
20115104	May 19 2020	10:37	MEDICAL	71XX PETERSON TRL	CENTERVILLE
Summary: MEDICAL: RESPONDED WITH EMS AND FIRE TO THE 7100 BLOCK OF PETERSON TRAIL FOR ELDERLY FEMALE THAT WAS HAVING A MEDICAL EMERGENCY. UPON ARRIVAL, ASSISTED EMS AND FIRE WITH PATIENT ASSESSMENT AND TREATMENT.					
20115138	May 19 2020	11:36	ORDINANCE VIOLATION	94XX DUNLAP AVE	LEXINGTON
Summary: AN ORDINANCE VIOLATION WAS OBSERVED ON THE 9400 BLOCK OF DUNLAP.CLEAR.					



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
20115817	May 20 2020	05:21	ASSIST OTHER		LINO LAKES
20116379	May 20 2020	16:49	ASSIST OTHER AGENCY	90XX NORTH HIGHWAY DR	LEXINGTON
Summary: OFFICER DISPATCHED A PHONE CALL REGARDING A STOLEN VEHICLE BEING AT A LOCATION IN THE 9000 BLOCK OF NORTH HIGHWAY DRIVE. REPORTING PARTY ADVISED. BWC. CLEAR.					
20116015	May 20 2020	10:22	ORDINANCE VIOLATION	88XX ARONA AVE	LEXINGTON
Summary: AN ORDINANCE VIOLATION WAS OBSERVED ON THE 8800 BLOCK OF ARONA AVE.CLEAR.					
20116192	May 20 2020	13:33	INFORMATION	XX NORTH RD	CIRCLE PINES
Summary: INFORMATION. CITY ATTORNEY WAS CONCERNED ABOUT THE WELFARE OF A VICTIM IN A PRIOR CASE. OUTSIDE COUNTY SENT TO CHECK WELFARE. SUBJECT WAS OKAY.CLEARED.					
20116340	May 20 2020	15:56	DOMESTIC	2XX GALAXY DR	CIRCLE PINES
Summary: OFFICERS DISPATCHED TO THE 200 BLOCK OF GALAXY ON THE REPORT OF A 14 YEAR OLD OUT OF CONTROL. PARTIES CALMED PRIOR TO OFFICER ARRIVAL. BWC. CLEAR.					
20116694	May 20 2020	21:50	DOMESTIC ESCORT	XX INNER DR	CIRCLE PINES
Summary: DOMESTIC ESCORT.OFFICERS WERE DISPATCHED TO THE 30 BLK OF INNER DR FOR A DOMESTIC ESCORT.NO ISSUES.CLEAR.					
20116141	May 20 2020	12:45	VEHICLE- LOCKOUT		CIRCLE PINES
20116042	May 20 2020	10:51	VEHICLE- LOCKOUT		CIRCLE PINES
20116692	May 20 2020	21:48	MEDICAL	XX HILLCREST LN	CIRCLE PINES
Summary: MEDICAL. OFFICERS WERE DISPATCHED TO HILLCREST LN ON A MEDICAL. OFFICERS GATHERED MEDICAL ASSESSMENT INFORMATION FROM THE VICTIM. AMBULANCE CLEARED OFFICERS FROM THE SCENE.CLEAR.					
20116699	May 20 2020	21:56	DOMESTIC ASSAULT	19XX 72ND ST	CENTERVILLE
Summary: OFFICERS DISPATCHED TO THE 1900 BLOCK OF 72ND ST ON THE REPORT OF AN ASSAULT. ASSAULT DETERMINED TO BE MUTUAL BETWEEN TWO PARTIES. FEMALE WITNESS PROVIDED FALSE INFORMATION TO OFFICERS, KOPS ALERT ISSUED FOR HER, FORMAL COMPLAINT TO BE COMPLETED SHOULD SHE NOT BE LOCATED.BWC. PHOTOS. CLEAR.					
20116834	May 21 2020	02:28	MEDICAL	XX INNER DR	CIRCLE PINES
Summary: MEDICAL.OFFICERS WERE DISPATCHED TO THE 0 BLK OF INNER DR FOR A MEDICAL INVOLVING AN ADULT FEMALE.FEMALE WAS TRANSPORTED TO THE HOSPITAL VIA AMBULANCE.CLEAR.					
20117393	May 21 2020	15:43	HOUSE/PROPERTY CHECK		CIRCLE PINES
20116982	May 21 2020	09:00	MEDICAL	92XX LEXINGTON AVE NE	CIRCLE PINES
Summary: MEDICAL: RESPONDED WITH EMS FOR A MEDICAL EMERGENCY IN THE 9200 BLOCK OF LEXINGTON AVE AT THE DMV FOR MALE THAT COLLAPSED. UPON ARRIVAL, I ASSISTED EMS AND PARAMEDICS UNTIL HE WAS TRANSPORTED TO THE HOSPITAL.					
20117232	May 21 2020	13:09	ORDINANCE VIOLATION	38XX WOODLAND RD	LEXINGTON
Summary: MULTIPLE ORDINANCE VIOLATIONS WERE OBSERVED ON THE 3800 BLOCK OF WOODLAND RD.CLEAR.					
20117057	May 21 2020	10:12	THEFT	92XX HAMLINE AVE	LEXINGTON
Summary: TRAILER THEFT.DISPATCHED TO A PHONE CALL TRAILER THEFT REPORT IN THE 9200 BLOCK OF HAMLINE AVE. INFORMATION COLLECTED.					
20117686	May 21 2020	19:45	TRAFFIC COMPLAINT	XX NORTH RD	CIRCLE PINES



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
Summary: OFFICER DISPATCHED TO THE 50 BLOCK OF NORTH ROAD ON THE REPORT OF A ROAD RAGE INCIDENT AND LITTERING. BWC. CLEAR.					
20117914	May 22 2020	00:19	PROPERTY DAMAGE	38XX PATRIOT LN	LEXINGTON
Summary: OFFICER RESPONDED TO THE 3800 BLK OF PATRIOT LN REGARDING A DAMAGE TO PROPERTY REPORT. NO KNOWN SUSPECTS AT THIS TIME.CLEAR.					
20117958	May 22 2020	01:38	DAMAGE TO PROPERTY	38XX LIBERTY LN	LEXINGTON
Summary: VANDALISM.OFFICERS WERE DISPATCHED TO THE 3800 BLK OF LIBERTY LN FOR A REPORT OF VANDALISM THAT HAD JUST OCCURRED.OFFICERS CHECKED AREA AND WERE UNABLE TO LOCATE SUSPECTS.NO SUSPECTS AT THIS TIME.CASE INACTIVE.					
20118171	May 22 2020	09:46	SUSPICIOUS ACTIVITY	NORTH RD / POINTCROSS DR	CIRCLE PINES
Summary: A SUSPICIOUS VEHICLE REPORT WAS MADE IN THE AREA OF NORTH RD AND POINT CROSS DR.					
20118517	May 22 2020	16:05	DAMAGE TO PROPERTY	89XX NORTH HIGHWAY DR	LEXINGTON
Summary: DAMAGE TO PROPERTY. OFFICERS WERE DISPATCHED TO A PHONE CALL, DAMAGE TO PROPERTY REPORT. OFFICERS CALLED AND TOOK INFORMATION REGARDING DAMAGE TO A VEHICLE IN THE 8900 BLOCK OF NORTH HIGHWAY DR.CLEAR.					
20118923	May 22 2020	23:58	NOISE COMPLAINT	41XX LOVELL RD	LEXINGTON
Summary: OFFICERS RESPONDED TO THE 4100 BLK OF LOVELL RD REGARDING A NOISE COMPLAINT. PARTY ADVISED THEY WOULD KEEP IT DOWN.CLEAR.					
20118785	May 22 2020	21:34	VEHICLE- LOCKOUT		CENTERVILLE
20119512	May 23 2020	19:33	TRAFFIC-DAC IPS	73RD ST / QUEBEC ST	CENTERVILLE
Summary: OFFICERS CONDUCTED A TRAFFIC STOP IN THE 1900 BLOCK OF 72ND ST. DRIVER ARRESTED.CLEAR.					
20119447	May 23 2020	18:34	DOG AT LARGE	89XX NAPLES ST	LEXINGTON
Summary: OFFICERS WERE DISPATCHED TO THE 8900 BLOCK OF NAPLES FOR A DOG AT LARGE.CLEAR.					
20119210	May 23 2020	12:32	MEDICAL	70XX CENTERVILLE RD	CENTERVILLE
Summary: A MEDICAL WAS REPORTED IN THE 7000 BLOCK OF CENTERVILLE RD.					
20119411	May 23 2020	17:34	CHECK WELFARE	4XX VILLAGE PKWY	CIRCLE PINES
Summary: OFFICERS WERE DISPATCHED TO THE 400 BLOCK OF VILLAGE PARKWAY FOR A WELFARE CHECK.CLEAR.					
20118940	May 23 2020	00:24	CHECK WELFARE	XX OAK RIDGE TRL	CIRCLE PINES
Summary: OFFICERS RESPONDED TO THE 0 BLK OF OAK RIDGE TRL REGARDING A CHECK THE WELFARE. FEMALE WAS FINE, AND WAS RELEASED IN CARE OF FRIENDS.CLEAR.					
20118990	May 23 2020	01:35	SUSPICIOUS ACTIVITY	73XX PELTIER CIR	CENTERVILLE
Summary: POLICE WERE DISPATCHED TO AN ANONYMOUS COMPLAINT OF SUSPICIOUS ACTIVITY IN THE 7300 BLOCK OF PELTIER CIRCLE. POLICE INVESTIGATED THE MATTER BUT WERE UNABLE TO CORROBORATE THE REPORTING PARTY'S COMPLAINT.					
20120514	May 24 2020	21:15	MEDICAL	XX INNER DR	CIRCLE PINES



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
Summary: OFFICERS DISPATCHED TO THE 10 BLOCK OF INNER DRIVE REGARDING A MEDICAL. BWC. CLEAR.					
20120269	May 24 2020	16:22	SUSPICIOUS ACTIVITY	89XX SYNDICATE AVE	LEXINGTON
Summary: OFFICERS DISPATCHED TO THE 8900 BLOCK OF SYNDICATE AVE ON THE REPORT OF A SUSPICIOUS MALE. MALE SENT TO HOSPITAL ON A HOLD. BWC. CLEAR.					
20120227	May 24 2020	15:32	TRAFFIC	GRIGGS AVE / RESTWOOD RD	LEXINGTON
Summary: OFFICER CONDUCTED TRAFFIC STOP ON VEHICLE. STOP RESULTED IN FORMAL COMPLAINT FOR UNINSURED VEHICLE, DRIVING AFTER REVOCATION, EXPIRED REGISTRATION AND STOP SIGN VIOLATION. BWC. CLEARED BY ARREST.					
20119995	May 24 2020	10:26	ASSIST OTHER		LINO LAKES
20120632	May 24 2020	23:41	CRIMINAL SEXUAL CONDUCT		LEXINGTON
Summary: POLICE WERE DISPATCHED TO A DELAYED CSC REPORT. POLICE GATHERED BASIC INFORMATION AND THE INCIDENT WAS REFERRED TO ANOKA COUNTY CID.					
20121113	May 25 2020	15:29	MEDICAL	73XX 20TH AVE	CENTERVILLE
Summary: MEDICAL. OFFICERS WERE DISPATCHED TO THE 7300 BLOCK OF 20TH AVE ON A MEDICAL. OFFICERS GATHERED MEDICAL ASSESSMENT INFORMATION AND AMBULANCE TRANSPORTED FOR FURTHER EVALUATION.CLEAR.					
20121148	May 25 2020	16:13	FRAUD	XX CENTER RD	CIRCLE PINES
Summary: OFFICERS WERE DISPATCHED TO A FRAUD INCIDENT IN THE 0 BLOCK OF CENTER ROAD.CLEAR.					
20121227	May 25 2020	17:32	BARKING DOG - DISTURBING	2XX TWILITE TER	CIRCLE PINES
Summary: ON THE ABOVE DATE AND TIME OFFICER WERE DISPATCHED TO A BARKING DOG DISTURBANCE WITHIN THE 200 BLOCK OF TWILITE TERR.VERBAL WARNING GIVEN.					
20121263	May 25 2020	18:12	NEIGHBORHOOD DISPUTE	89XX DUWAYNE AVE	LEXINGTON
Summary: ON THE ABOVE DATE AND TIME OFFICERS RESPONDED TO THE 8900 BLOCK OF DUWAYNE AVE ON A POSSIBLE DOG BITE AND NEIGHBOR DISPUTE.INFORMATIONAL REPORT.					
20120662	May 25 2020	00:10	DOMESTIC ASSAULT	93XX GRIGGS AVE	LEXINGTON
Summary: POLICE WERE DISPATCHED TO THE 9300 BLOCK OF GRIGGS AVENUE ON A REPORT OF A DOMESTIC INCIDENT. THE MALE SUSPECT LEFT THE SCENE PRIOR TO POLICE ARRIVING AND WAS NOT LOCATED. PICK UP AND HOLD ISSUED FOR THE MALE SUSPECT.					
20121430	May 25 2020	21:11	DOA		LEXINGTON
Summary: MEDICAL-DOA. OFFICERS WERE DISPATCHED TO LEXINGTON ON A REPORT OF A PERSON NOT BREATHING. OFFICERS PERFORMED CPR AND ASSISTED AMBULANCE AND RESCUE AS NEEDED. THE VICTIM WAS PRONOUNCED DEAD AT THE SCENE.CLEAR.					
20121614	May 26 2020	01:24	MEDICAL	XX OAK RIDGE TRL	CIRCLE PINES
Summary: POLICE RESPONDED TO THE 0 BLOCK OF OAK RIDGE TRAIL ON A REPORT OF AN ADULT MALE EXPERIENCING A MEDICAL EMERGENCY. AN ADULT MALE WAS TRANSPORTED TO THE HOSPITAL.					
20121651	May 26 2020	03:28	ASSIST OTHER AGENCY		LINO LAKES
20121682	May 26 2020	06:19	ASSIST OTHER AGENCY		BLAINE
20121635	May 26 2020	02:32	ASSIST OTHER AGENCY		COLUMBUS
20121717	May 26 2020	07:56	FOUND PROPERTY	20XX GATEWAY CIR	CENTERVILLE



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
Summary: FOUND PROPERTY WAS RETURNED TO OWNER IN THE 2000 BLOCK OF GATEWAY CIRCLE.					
20121994	May 26 2020	12:45	HARASSMENT	92XX GRIGGS AVE	LEXINGTON
Summary: I WAS DISPATCHED TO A PHONE CALL REGARDING HARASSMENT AND MULTIPLE ORDINANCE VIOLATIONS.CLEAR					
20122212	May 26 2020	16:06	ABANDON VEHICLE	1900-BLK MAIN ST	CENTERVILLE
Summary: OFFICERS OBSERVED AN ABANDONED VEHICLE IN THE 1900 BLOCK OF MAIN ST. VEHICLE TOWED.CLEAR.					
20121877	May 26 2020	10:47	DOMESTIC-VERBAL	92XX NORTH HIGHWAY DR	LEXINGTON
Summary: DOMESTIC: OFFICERS RESPONDED TO VERBAL DOMESTIC IN PROGRESS IN THE 9200 BLOCK OF LAKE DRIVE. UPON ARRIVAL, PARTIES WERE SEPARATED AND OFFICERS STOOD BY WHILE CALLER GATHERED HER BELONGINGS TO LEAVE.					
20122311	May 26 2020	17:49	DANGEROUS ANIMAL	LOVELL RD / HAMLINE AVE	LEXINGTON
Summary: DOG ATTACK THAT CAUSED HAND INJURY WITHIN THE AREA OF HAMLINE AND LOVELL.DOG QUARANTINED.VICTIM OF DOG BITE WAS ADVISED TO GO TO THE ER.PENDING.					
20122305	May 26 2020	17:41	DOMESTIC ASSAULT	92XX GRIGGS AVE	LEXINGTON
Summary: OFFICERS OBSERVED WHAT APPEARED TO BE A FIGHT IN THE FRONT YARD OF A HOUSE IN THE 9200 BLOCK OF GRIGGS AVE.MALE ARRESTED.CLEAR.					

**MINUTES
CITY OF LEXINGTON
REGULAR COUNCIL MEETING
MAY 21, 2020– 7:00 P.M.
9180 LEXINGTON AVENUE**

**This meeting will be held electronically and televised on
Channel 16
For Citizen Forum comments please call 763-784-2792**

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

Mayor Murphy called to order the Regular City Council meeting for May 21, 2020 at 7:00 p.m. Councilmember's present: Devries, Hughes, Harris, Winge. Also Present: Bill Petracek, City Administrator; Kurt Glaser, City Attorney; Chris Galiov, Finance Director; Justin Templin, Attorney, Hoff Barry

2. CITIZENS FORUM

No citizens called in or requested to talk during citizens forum on items not on the agenda

3. APPROVAL OF AGENDA WITH CHANGES AND CORRECTIONS

Councilmember Harris made a motion to approve the agenda as typewritten. Councilmember Winge seconded the motion. Roll call vote: Devries – Yes; Harris- Yes; Hughes – Yes; Winge – Yes; Mayor Murphy – Yes. Motion carried 5-0.

4. LETTERS AND COMMUNICATIONS:

- A. Centennial Lakes Police Department – Media Reports 4-29 through 5-12-2020
- B. Anoka County 2020 Assessor's Report
- C. City Report – April 2020
- D. North Metro TV – April 2020 Update

Councilmember Winge provided an overview of the NorthMetro TV April 2020 Update

5. CONSENT ITEMS:

- A. Recommendation to Approve Council Minutes:
Council Meeting – May 7, 2020
- B. Recommendation to Approve Claims and Bills:
Check #'s 13674 through 13675

Check #'s 46246 through 46308
Check #'s 13196 through 13213

- C. Financial Reports
- Cash Balances
 - Fund Summary – Budget to Actual

Councilmember Devries made a motion to approve the consent agenda items. Councilmember Harris seconded the motion. Roll call vote: Devries – Yes; Harris- Yes; Hughes – Yes; Winge – Yes; Mayor Murphy – Yes. Motion carried 5-0.

6. ACTION ITEMS:

- A. Electronic Funds Transfer Policy

Councilmember Harris made a motion to approve Electronic Funds Transfer Policy. Councilmember Winge seconded the motion. Roll call vote: Devries – Yes; Harris- Yes; Hughes – Yes; Winge – Yes; Mayor Murphy – Yes. Motion carried 5-0.

7. MAYOR AND COUNCIL INPUT

No input from mayor and city council

8. ADMINISTRATOR INPUT

No input from city administrator

9. CLOSED SESSION

Attorney-Client Privileged discussion of litigation strategy in the matter of Parkview Homes LLC v. City of Lexington. Confidentiality is necessary in order to allow candid and open discussion with the City Council about the litigation, including defense strategies and any possibilities for resolution. Minn. Stat. § 13D.05, subd. 3(b) authorizes this discussion to be held in closed session.

Councilmember Harris made a motion to convene in closed session at 7:15 p.m. for the purpose of Attorney-Client Privileged discussion of litigation strategy in the matter of Parkview Homes LLC v. City of Lexington. Confidentiality is necessary in order to allow candid and open discussion with the City Council about the litigation, including defense strategies and any possibilities for resolution. Minn. Stat. § 13D.05, subd. 3(b) authorizes this discussion to be held in closed session. Councilmember Devries seconded the motion. Roll call vote: Devries – Yes; Harris- Yes; Hughes – Yes; Winge – Yes; Mayor Murphy – Yes. Motion carried 5-0.

10. RECONVENE

Councilmember Devries made a motion to reconvene in open session at 8:39 p.m. Councilmember Hughes seconded the motion. Roll call vote: Devries – Yes; Harris-Yes; Hughes – Yes; Winge – Yes; Mayor Murphy – Yes. Motion carried 5-0.

11. ADJOURNMENT

Councilmember Devries made a motion to adjourn the meeting at 8:40 p.m. Councilmember Hughes seconded the motion. Roll call vote: Devries – Yes; Harris-Yes; Hughes – Yes; Winge – Yes; Mayor Murphy – Yes. Motion carried 5-0.

/mv

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 June 4, 2020.

(1) Payroll

Checks	13676 through	13677	\$	890.09
Vouchers	502842 through	502859	\$	19,700.03
Payroll Taxes				
	Federal Tax	\$2,568.24		
	Social Security	\$3,528.34		
	Medicare	\$825.16		
	State Tax	\$1,219.80	\$6,921.74	
	Total		\$1,219.80	\$8,141.54

(2) General and Liquor Payment Recommendations:

Checks	46309 through	46359	\$	228,592.11
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(3) ACH and Credit Card Payments for:

ACH Checks:	through		\$	-
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Total Payments and Withdrawals Approval			\$	<u>257,323.77</u>
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Centennial Lakes Police Payment Recommendations:

Checks	13214 through	13226	\$	8,868.10
	13230 through	13235	\$	3,775.27
VOID	13108		\$	(50.00)
ACH	2020016 through	2020018	\$	<u>12,718.30</u>
Total Payments			\$	<u>25,311.67</u>

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June 2020

		Check Amt	Invoice	Comment
10100 4M FUND				
Paid Chk#	046309	6/4/2020	ABDO, EICK & MEYERS, LLP	
E 609-00000-301	Auditing/Acctg Services	\$660.00	430213	2019 AUDIT SERVICES - FINAL
E 651-00000-301	Auditing/Acctg Services	\$440.00	430213	2019 AUDIT SERVICES - FINAL
E 730-00000-301	Auditing/Acctg Services	\$880.00	430213	2019 AUDIT SERVICES - FINAL
E 770-00000-301	Auditing/Acctg Services	\$880.00	430213	2019 AUDIT SERVICES - FINAL
E 101-41500-301	Auditing/Acctg Services	\$1,540.00	430213	2019 AUDIT SERVICES - FINAL
Total ABDO, EICK & MEYERS, LLP		\$4,400.00		
Paid Chk#	046310	6/4/2020	ABLE SEEDHOUSE AND BREWERY	
E 609-00000-252	Beer Purchase	\$300.00	E-12051	
Total ABLE SEEDHOUSE AND BREWERY		\$300.00		
Paid Chk#	046311	6/4/2020	AMAZON	
E 101-42260-218	Medical/First Aid Supplies	\$33.69	1F9Y-99LV-6H	GLOVES - FIRE DEPT
E 101-41500-200	Office Supplies	\$27.00	1FK3-LWW1--	OFFICE SUPPLIES
E 101-43100-400	General Maintenance	\$77.40	1K7P-NR4J-P	SUPPLIES - PW
E 101-41500-400	General Maintenance	\$65.01	1W6P-NNJV-7	SUPPLIES - CITY HALL
Total AMAZON		\$203.10		
Paid Chk#	046312	6/4/2020	ANOKA CO - ASSESSOR	
E 101-41500-302	Assessor Fees	\$254.40		2020 PICTOMETRY FLIGHT
Total ANOKA CO - ASSESSOR		\$254.40		
Paid Chk#	046313	6/4/2020	ANOKA COUNTY TREASURY	
E 101-41900-329	Cable/Internet	\$75.00	B200518W	JUNE 2020 BROADBAND
E 101-42260-329	Cable/Internet	\$75.00	B200518W	JUNE 2020 BROADBAND
E 101-43100-329	Cable/Internet	\$45.00	B200518W	JUNE 2020 BROADBAND
E 101-45200-329	Cable/Internet	\$30.00	B200518W	JUNE 2020 BROADBAND
Total ANOKA COUNTY TREASURY		\$225.00		
Paid Chk#	046314	6/4/2020	ARTISAN BEER COMPANY	
E 609-00000-252	Beer Purchase	\$697.50	3417806	
E 609-00000-252	Beer Purchase	\$1,375.30	3418705	
E 609-00000-252	Beer Purchase	\$32.30	3418706	
E 609-00000-252	Beer Purchase	(\$79.40)	489182	
Total ARTISAN BEER COMPANY		\$2,025.70		
Paid Chk#	046315	6/4/2020	AUTOPLUS AUTO PARTS	
E 101-43100-210	Operating Supplies	\$41.20	388001696	SHOP SUPPLIES
Total AUTOPLUS AUTO PARTS		\$41.20		
Paid Chk#	046316	6/4/2020	AVESIS VISION PLAN	
E 609-00000-160	Health/Dental Insurance	\$28.66	2507210	JUNE 2020 PREMIUM
E 101-41500-160	Health/Dental Insurance	\$22.08	2507210	JUNE 2020 PREMIUM
E 101-43100-160	Health/Dental Insurance	\$8.36	2507210	JUNE 2020 PREMIUM
E 101-45200-160	Health/Dental Insurance	\$5.58	2507210	JUNE 2020 PREMIUM
Total AVESIS VISION PLAN		\$64.68		
Paid Chk#	046317	6/4/2020	BLACK STACK BREWING, INC.	
E 609-00000-252	Beer Purchase	\$177.00	8103	
E 609-00000-252	Beer Purchase	\$194.00	8243	
Total BLACK STACK BREWING, INC.		\$371.00		
Paid Chk#	046318	6/4/2020	BREAKTHRU BEVERAGE MN	
E 609-00000-251	Liquor Purchase	\$5,148.74	1081132872	

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June 2020

			Check Amt	Invoice	Comment
E 609-00000-252	Beer Purchase		\$59.94	1081132872	
E 609-00000-253	Wine Purchase		\$542.80	1081132872	
E 609-00000-254	Miscellaneous Purchase		\$156.00	1081134935	
E 609-00000-251	Liquor Purchase		\$4,021.68	1081134935	
E 609-00000-253	Wine Purchase		\$992.00	1081134935	
E 609-00000-251	Liquor Purchase		\$339.70	1081134936	
E 609-00000-251	Liquor Purchase		\$836.32	1081135585	
Total BREAKTHRU BEVERAGE MN			\$12,097.18		
Paid Chk# 046319 6/4/2020 BROKEN CLOCK BREWING					
E 609-00000-252	Beer Purchase		\$72.00	3687	
Total BROKEN CLOCK BREWING			\$72.00		
Paid Chk# 046320 6/4/2020 CANNON RIVER WINERY					
E 609-00000-253	Wine Purchase		\$156.00	8168	
Total CANNON RIVER WINERY			\$156.00		
Paid Chk# 046321 6/4/2020 CAPITOL BEVERAGE SALES					
E 609-00000-252	Beer Purchase		\$8,683.65	2415022	
E 609-00000-252	Beer Purchase		\$12,636.91	2417054	
Total CAPITOL BEVERAGE SALES			\$21,320.56		
Paid Chk# 046322 6/4/2020 CENTENNIAL LAKES PD					
E 101-42110-230	Contracted Services		\$57,814.83		JUNE 2020 MONTHLY POLICE SERVICES
Total CENTENNIAL LAKES PD			\$57,814.83		
Paid Chk# 046323 6/4/2020 CINTAS					
E 609-00000-255	Linen		\$88.46	4050652491	MAT SERVICE
Total CINTAS			\$88.46		
Paid Chk# 046324 6/4/2020 CIRCLE PINES, CITY OF					
E 599-42110-601	Bond Principal		\$5,000.00		POLICE BLDG PAYMENT
E 599-42110-611	Bond Interest		\$122.50		POLICE BLDG PAYMENT
Total CIRCLE PINES, CITY OF			\$5,122.50		
Paid Chk# 046325 6/4/2020 CLEAR RIVER BEVERAGE COMPANY					
E 609-00000-252	Beer Purchase		\$307.00	535706	
Total CLEAR RIVER BEVERAGE COMPANY			\$307.00		
Paid Chk# 046326 6/4/2020 CREATIVE COLOR, INC.					
E 310-42260-550	Motor Vehicles		\$4,440.00	17534	FIRE DEPT AMBULANCE MARKINGS
Total CREATIVE COLOR, INC.			\$4,440.00		
Paid Chk# 046327 6/4/2020 DAHLHEIMER DISTRIBUTING					
E 609-00000-252	Beer Purchase		\$19,571.85	111-03364	
E 609-00000-252	Beer Purchase		\$8,397.58	111-03410	
Total DAHLHEIMER DISTRIBUTING			\$27,969.43		
Paid Chk# 046328 6/4/2020 EAGLE ENGRAVING					
E 101-42260-430	Miscellaneous		\$393.95	2020-2444	PLAQUES - FIRE DEPT
Total EAGLE ENGRAVING			\$393.95		
Paid Chk# 046329 6/4/2020 EHLERS & ASSOC.					
E 320-41500-308	Consultant Fees		\$265.00	83470	TIF 1-3 SCHEDULES & REPORTING
Total EHLERS & ASSOC.			\$265.00		

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June 2020

			Check Amt	Invoice	Comment
Paid Chk#	046330	6/4/2020	ENVIRO-MASTER SERVICES		
E 609-00000-400	General Maintenance		\$101.53	MIN-84930	SANITIZING - MLS
Total ENVIRO-MASTER SERVICES			\$101.53		
Paid Chk#	046331	6/4/2020	FRATTALLONE S HARDWARE		
E 101-42260-210	Operating Supplies		\$3.99	071795/G	SUPPLIES - FIRE DEPT
E 101-43100-210	Operating Supplies		\$38.97	071797/G	SUPPLIES - PW
Total FRATTALLONE S HARDWARE			\$42.96		
Paid Chk#	046332	6/4/2020	GREEN LIGHTS RECYCLING INC		
E 101-43500-230	Contracted Services		\$1,101.10	20-2589	MAY 2020 RECYCLING
Total GREEN LIGHTS RECYCLING INC			\$1,101.10		
Paid Chk#	046333	6/4/2020	HAMMERHEART BREWING CO.		
E 609-00000-252	Beer Purchase		\$240.00	2020-170	
Total HAMMERHEART BREWING CO.			\$240.00		
Paid Chk#	046334	6/4/2020	HOHENSTEINS INC		
E 609-00000-252	Beer Purchase		\$1,324.75	202314	
E 609-00000-252	Beer Purchase		\$132.60	202329	
E 609-00000-252	Beer Purchase		\$2,226.50	202743	
E 609-00000-252	Beer Purchase		\$369.00	202913	
Total HOHENSTEINS INC			\$4,052.85		
Paid Chk#	046335	6/4/2020	INDEPENDENT TESTING TECH		
E 310-45200-530	Improvements Other Than Bldgs		\$2,463.00	37610	SOIL BORING - 2020 PARK PROJECT
E 310-43100-520	Buildings and Structures		\$1,642.00	37610	SOIL BORING - SALT SHED PROJECT
Total INDEPENDENT TESTING TECH			\$4,105.00		
Paid Chk#	046336	6/4/2020	JACK PINE BREWERY		
E 609-00000-252	Beer Purchase		\$406.00	3373	
Total JACK PINE BREWERY			\$406.00		
Paid Chk#	046337	6/4/2020	JJ TAYLOR		
E 609-00000-252	Beer Purchase		(\$93.25)	3054171	
E 609-00000-252	Beer Purchase		(\$215.60)	3054634	
E 609-00000-252	Beer Purchase		\$8,598.75	3097434	
E 609-00000-252	Beer Purchase		\$14,533.70	3097473	
Total JJ TAYLOR			\$22,823.60		
Paid Chk#	046338	6/4/2020	JOHNSON BROTHERS LIQUOR		
E 609-00000-251	Liquor Purchase		\$849.41	1555412	
E 609-00000-253	Wine Purchase		\$1,739.08	1555413	
E 609-00000-251	Liquor Purchase		\$1,015.35	1555438	
E 609-00000-251	Liquor Purchase		\$5,777.34	1559310	
E 609-00000-253	Wine Purchase		\$2,674.41	1559311	
E 609-00000-251	Liquor Purchase		\$2,411.37	1560377	
E 609-00000-253	Wine Purchase		\$2,926.28	1560378	
E 609-00000-254	Miscellaneous Purchase		\$115.63	1560379	
E 609-00000-251	Liquor Purchase		\$4,323.66	1560380	
E 609-00000-251	Liquor Purchase		\$2,277.51	1563158	
E 609-00000-253	Wine Purchase		\$1,600.51	1563159	
E 609-00000-251	Liquor Purchase		\$1,130.26	1563160	
E 609-00000-251	Liquor Purchase		(\$67.69)	601549	
E 609-00000-253	Wine Purchase		(\$57.73)	601550	

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June 2020

		Check Amt	Invoice	Comment
Total JOHNSON BROTHERS LIQUOR		\$26,715.39		
Paid Chk#	046339	6/4/2020	LEXINGTON FIRE AUXILIARY	
G 101-22080	Fall Festival	\$400.00		DONATIONS SHARE - 2019 FALL FEST
Total LEXINGTON FIRE AUXILIARY		\$400.00		
Paid Chk#	046340	6/4/2020	LINO LAKES AMBASSADOR PROGRAM	
G 101-22080	Fall Festival	\$126.00		2019 FALL FEST VOLUNTEERS
Total LINO LAKES AMBASSADOR PROGRAM		\$126.00		
Paid Chk#	046341	6/4/2020	M AMUNDSON LLP	
E 609-00000-256	Tobacco Products For Resale	\$3,815.55	300773	
E 609-00000-256	Tobacco Products For Resale	\$3,876.04	301161	
Total M AMUNDSON LLP		\$7,691.59		
Paid Chk#	046342	6/4/2020	MKL SERVICES, LLC	
E 101-41500-400	General Maintenance	\$100.00	06042020	WEEK ENDING 05/30/2020
E 101-41500-400	General Maintenance	\$100.00	06042020	WEEK ENDING 05/23/2020
Total MKL SERVICES, LLC		\$200.00		
Paid Chk#	046343	6/4/2020	MN DEPT OF HEALTH	
G 730-23000	Water Testing	\$1,516.00		2ND QTR 2020 WATER SUPPLY CONN. FEE
Total MN DEPT OF HEALTH		\$1,516.00		
Paid Chk#	046344	6/4/2020	MODIST BREWING COMPANY	
E 609-00000-252	Beer Purchase	\$224.00	E-13638	
Total MODIST BREWING COMPANY		\$224.00		
Paid Chk#	046345	6/4/2020	NORTHEAST MINNEAPOLIS ROYALTY	
G 101-22080	Fall Festival	\$171.50		2019 FALL FEST VOLUNTEERS
Total NORTHEAST MINNEAPOLIS ROYALTY		\$171.50		
Paid Chk#	046346	6/4/2020	PACE ANALYTICAL	
E 730-00000-306	Water Testing	\$50.00	20100295449	WATER TEST FEE
Total PACE ANALYTICAL		\$50.00		
Paid Chk#	046347	6/4/2020	PAUSTIS & SONS	
E 609-00000-253	Wine Purchase	\$220.50	89225	
E 609-00000-253	Wine Purchase	\$1,870.50	90355	
Total PAUSTIS & SONS		\$2,091.00		
Paid Chk#	046348	6/4/2020	PHILLIPS WINE AND SPIRITS INC	
E 609-00000-251	Liquor Purchase	\$1,312.45	6035369	
E 609-00000-253	Wine Purchase	\$656.39	6035370	
E 609-00000-251	Liquor Purchase	\$1,019.22	6035903	
E 609-00000-253	Wine Purchase	\$595.19	6035904	
E 609-00000-251	Liquor Purchase	\$509.76	6037709	
E 609-00000-253	Wine Purchase	\$227.63	6037710	
E 609-00000-251	Liquor Purchase	\$50.71	6037711	
Total PHILLIPS WINE AND SPIRITS INC		\$4,371.35		
Paid Chk#	046349	6/4/2020	PRESS PUBLICATIONS	
E 101-41500-351	Legal Notices Publishing	\$68.95	668918	RESOLUTION 20-14
Total PRESS PUBLICATIONS		\$68.95		
Paid Chk#	046350	6/4/2020	ROSEVILLE, CITY OF	

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June 2020

			Check Amt	Invoice	Comment
E 651-41900-230	Contracted Services		\$7.79	0228967	LICENSE RENEWAL
E 730-41900-230	Contracted Services		\$15.59	0228967	LICENSE RENEWAL
E 770-41900-230	Contracted Services		\$15.63	0228967	LICENSE RENEWAL
E 101-41900-230	Contracted Services		\$54.57	0228967	LICENSE RENEWAL
E 101-42260-230	Contracted Services		\$15.59	0228967	LICENSE RENEWAL
E 101-43100-230	Contracted Services		\$15.59	0228967	LICENSE RENEWAL
E 101-45200-230	Contracted Services		\$15.59	0228967	LICENSE RENEWAL
E 609-41900-230	Contracted Services		\$15.59	0228967	LICENSE RENEWAL
Total ROSEVILLE, CITY OF			\$155.94		
<hr/>					
Paid Chk# 046351	6/4/2020	SHAMROCK GROUP, INC.			
E 609-00000-257	Ice For Resale		\$349.23	2497017	
E 609-00000-257	Ice For Resale		\$214.28	2503632	
Total SHAMROCK GROUP, INC.			\$563.51		
<hr/>					
Paid Chk# 046352	6/4/2020	SOUTHERN GLAZERS OF MN			
E 609-00000-253	Wine Purchase		\$2.56	1952297	
E 609-00000-251	Liquor Purchase		\$4,263.24	1952298	
E 609-00000-253	Wine Purchase		\$600.01	1952300	
E 609-00000-251	Liquor Purchase		\$5,867.91	1954487	
E 609-00000-253	Wine Purchase		\$257.93	1954488	
Total SOUTHERN GLAZERS OF MN			\$10,991.65		
<hr/>					
Paid Chk# 046353	6/4/2020	SPECIALTY SOLUTIONS, LLC			
E 101-45200-216	Chemicals		\$1,311.59	149899	FERTILIZER - PARKS
Total SPECIALTY SOLUTIONS, LLC			\$1,311.59		
<hr/>					
Paid Chk# 046354	6/4/2020	SPRINT			
E 730-00000-321	Telephone		\$47.47	495076029-21	APR-MAY 2020 CELL SERVICE
E 770-00000-321	Telephone		\$47.49	495076029-21	APR-MAY 2020 CELL SERVICE
E 651-00000-321	Telephone		\$18.98	495076029-21	APR-MAY 2020 CELL SERVICE
E 101-45200-321	Telephone		\$37.97	495076029-21	APR-MAY 2020 CELL SERVICE
E 101-43100-321	Telephone		\$37.97	495076029-21	APR-MAY 2020 CELL SERVICE
Total SPRINT			\$189.88		
<hr/>					
Paid Chk# 046355	6/4/2020	STEEL TOE BREWING, LLC			
E 609-00000-252	Beer Purchase		\$243.00	34154	
Total STEEL TOE BREWING, LLC			\$243.00		
<hr/>					
Paid Chk# 046356	6/4/2020	TWIN CITY LOW VOLTAGE			
E 609-00000-385	Building Security		\$64.09	4498	1ST QTR 2020 MONITORING - MLS
Total TWIN CITY LOW VOLTAGE			\$64.09		
<hr/>					
Paid Chk# 046357	6/4/2020	TWIST OFFICE PRODUCTS			
E 609-00000-200	Office Supplies		\$10.31	907650-0	OFFICE SUPPLIES
E 101-41500-200	Office Supplies		\$140.97	907856-0	OFFICE SUPPLIES
Total TWIST OFFICE PRODUCTS			\$151.28		
<hr/>					
Paid Chk# 046358	6/4/2020	WALTERS RUBBISH INC			
E 101-41500-384	Refuse/Garbage Disposal		\$66.95	4571195	MAY 2020 SERVICE
E 101-43100-384	Refuse/Garbage Disposal		\$38.76	4571195	MAY 2020 SERVICE
E 101-45200-384	Refuse/Garbage Disposal		\$38.76	4571195	MAY 2020 SERVICE
E 651-00000-384	Refuse/Garbage Disposal		\$11.65	4571195	MAY 2020 SERVICE
E 730-00000-384	Refuse/Garbage Disposal		\$52.32	4571195	MAY 2020 SERVICE
E 770-00000-384	Refuse/Garbage Disposal		\$52.32	4571195	MAY 2020 SERVICE
E 609-00000-384	Refuse/Garbage Disposal		\$108.39	4571195	MAY 2020 SERVICE

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June 2020

		Check Amt	Invoice	Comment
Total WALTERS RUBBISH INC		\$369.15		
Paid Chk#	046359	6/4/2020	WINE MERCHANTS	
E 609-00000-253	Wine Purchase	\$121.21	7284605	
Total WINE MERCHANTS		\$121.21		
10100 4M FUND		\$228,592.11		

Fund Summary

<u>10100 4M FUND</u>	
101 GENERAL FUND	\$64,393.32
310 CAPITAL PROJECTS	\$8,545.00
320 TIF #3	\$265.00
599 POLICE BUILDING	\$5,122.50
609 MUNICIPAL LIQUOR FUND	\$146,231.05
651 STORM WATER FUND	\$478.42
730 WATER FUND	\$2,561.38
770 SEWER FUND	\$995.44
	<u>\$228,592.11</u>

Report Criteria:
 Report type: Summary

GL Period	Check Issue Date	Ck No	Payee	Description	Check Amount
05/20	05/20/2020	13108	IAPE	IAPE MEMBERSHIP DS	50.00- V
05/20	05/20/2020	13214	CONNEXUS ENERGY	ELECTRIC APRIL	1,944.68
05/20	05/20/2020	13215	DON'S CIRCLE SERVICE	VEHICLE REPAIRS & MTC	389.75
05/20	05/20/2020	13216	IAPE	IAPE MEMBERSHIP DS	100.00
05/20	05/20/2020	13217	LVC COMPANIES, INC	FIRE EXT MTC	133.45
05/20	05/20/2020	13218	MMKR INC	FINAL BILLING 2019 AUDIT	1,985.00
05/20	05/20/2020	13219	MN CHIEFS OF POLICE ASSOC	PERMIT TO ACQUIRE FORMS 200	112.50
05/20	05/20/2020	13220	OPTUM	MONTHLY SERVICE FEE APRIL	56.25
05/20	05/20/2020	13221	PITNEY BOWES, INC	INK CARTRIDGE	56.52
05/20	05/20/2020	13222	SHI INTERNATIONAL CORP	HP EliteBook COVID-19	2,436.00
05/20	05/20/2020	13223	AMAZON	COPY PAPER	78.05
05/20	05/20/2020	13224	IMAGE PRINTING & GRAPHICS, INC	LETTERHEAD	95.00
05/20	05/20/2020	13225	MY HOLDINGS INC	BLDG/SQUADS FOGGED FOR VIRUSE	1,070.00
05/20	05/20/2020	13226	QUILL CORPORATION	TONER CART/INK CARTRIDGES	410.90
05/20	05/15/2020	2020016	DELTA DENTAL	ACH MAY DENTAL	1,245.80
Grand Totals:					<u>10,063.90</u>

M = Manual Check, V = Void Check

Report Criteria:
Report type: Summary

GL Period	Check Issue Date	Ck No	Payee	Description	Check Amount
05/20	05/27/2020	13230	TASC	3RD QTR COBRA ADMIN FEE	60.30
05/20	05/27/2020	2020017	DEARBORN NATIONAL	ACH JUNE LIFE/DISABILITY ODMARK	1,838.41
05/20	05/27/2020	2020018	HEALTH PARTNERS	ACH HEALTH INS JUNE	9,634.09
Grand Totals:					<u>11,532.80</u>

M = Manual Check, V = Void Check

Report Criteria:
Report type: Summary

GL Period	Check Issue Date	Ck No	Payee	Description	Check Amount
05/20	05/29/2020	13231	CENTENNIAL UTILITIES	UTILITIES APRIL	296.19
05/20	05/29/2020	13232	DON'S CIRCLE SERVICE	VEHICLE REPAIRS & MTC	334.38
05/20	05/29/2020	13233	KENNEDY & GRAVEN, CHARTERED	APRIL LEGAL FEES	1,068.50
05/20	05/29/2020	13234	NAC	ANNUAL MECHANICAL MTC	1,945.00
05/20	05/29/2020	13235	POPP COMMUNICATIONS	DSL LINE FOR WIFI MAY	70.90
Grand Totals:					<u>3,714.97</u>

M = Manual Check, V = Void Check

To: City of Lexington
From: Bill Kenow – Minneapolis City Heat
Date: 05-19-2020
Re: 2020 benefit date change

Because of the current situation in America with the Covid-19 we had to re-schedule our annual charity benefit. We were set to have this benefit on May 31,2020 but the date has been changed to July 26, 2020. The entire benefit, including the location, is unchanged. Only the date has changed.

Our license for the benefit was approved by the City of Lexington and the Minnesota Gambling Control Board and the license was issued. Please see attached documentation. We are requesting the date for our benefit be changed to July 26,2020.

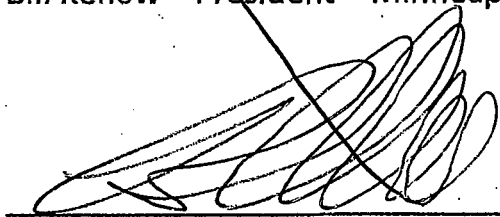
Thank you

Bill Kenow – President

Minneapolis City Heat



Bill Kenow – President – Minneapolis City Heat



5-20-2020

City of Lexington

BUSINESS LICENSE - COUNCIL APPROVAL - June 4, 2020

NAME OF BUSINESS	BUSINESS ADDRESS	CITY	ST	ZIP	DESCRIPTION OF BUSINESS
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Lake Drive Chiropractic Clinic	8820 North Highway Drive	Lexington	MN	55014	Chiropractic Services
Lexington Square Chiropractic	4137 Woodland Road	Lexington	MN	55014	Chiropractic Services



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

SOLICITATIONS AND PEDDLERS LICENSE APPLICATION

APPLICATION FEE \$100.00

BACKGROUND CHECK \$100.00 (per applicant)

BUSINESS NAME: Aptive Environmental

BUSINESS ADDRESS: 5251 W 73rd St #C, Edina, MN 55439

BUSINESS PHONE(S): 651-705-2847

FULL NAME OF APPLICANT: Justin Richard Taylor
First Middle Last

APPLICANT'S ADDRESS: 2447th Cornetta Ave N, Golden Valley

APPLICANT'S DATE OF BIRTH: 06/27/98

APPLICANT'S PHONE: 817 681 3438

APPLICANT'S DRIVERS LICENSE #: 37681455

IDENTIFICATION OF KINDS OF GOODS OR SERVICES TO BE SOLD OR SOLICITED:
Door to Door pest control

LIST THE DATE(S) AND TIME(S) WHEN THE SOLICITATION WILL TAKE PLACE WITHIN THE CITY:
5/20/20 - 10/31/20 10 am - 4 p.m

LIST ANY AND ALL VEHICLES THAT ARE TO BE USED: (Model, Make, Year, License Number State of Issue):
Nissan Rogue, 2013 LBL 2907

IT IS UNLAWFUL FOR ANY PERSON TO ENGAGE IN CONTRIBUTION SOLICITATION WITHOUT A SOLICITORS/PEDDLERS LICENSE.

All applications for licensing shall be immediately referred to the Centennial Lakes Chief of Police and or the City Attorney. The Chief of Police and or the City Attorney shall have five (5) business days within which to investigate and make a recommendation to the Lexington City Council.

Registration of solicitation shall expire sixty (60) days after registration is approved.

Justin Taylor Signature 5/20/20 Date

**** FOR OFFICIAL USE ONLY ****

DATE COUNCIL APPROVAL _____ LICENSE FEE _____
 DATE PAID _____ LICENSE NUMBER _____
 DATE APPROVED _____ BY WHOM _____
 COMMENT _____

DEVELOPMENT & SUBDIVISION AGREEMENT

BY AND BETWEEN
THE CITY OF LEXINGTON, MINNESOTA
AND
LEXINGTON LOFTS, LLC

*Effective
June 4, 2020*

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DEVELOPMENT & SUBDIVISION AGREEMENT

The Landings Of Lexington

THIS DEVELOPMENT & SUBDIVISION AGREEMENT (“Agreement”) effective June 4, 2020, by and between the **CITY OF LEXINGTON**, a Minnesota municipal corporation (“City”); and **LEXINGTON LOFTS, LLC**, a Minnesota limited liability company, (the “Developer”). This Agreement supersedes and incorporates any previous Agreement between the Parties.

The scope of this Agreement shall serve as a master agreement for all phases of development until the Final Plat is fully developed. Developer will construct an apartment building campus containing 355 units and supporting infrastructure on the Land (the “Project”). The Project shall be constructed in three phases.

This Agreement shall also serve as the governing document for each portion or phase of the Project. A detailed description of each phase of the Project shall be set forth in Exhibit E. Future phases of development shall be governed by amendments or codicils to this Agreement and these may be set forth in Exhibit E.

1. REQUEST FOR PLAT AND DEVELOPMENT APPROVAL. The Developer has asked the City to approve a final plat for the LEXINGTON LOFTS (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.

2. CONDITIONS OF PLAT AND DEVELOPMENT APPROVAL. This Agreement serves as the Master Agreement for the development of the LEXINGTON LOFTS. The Plat will be developed in accordance with the Plans and subject to that that certain Planned

Unit Development and Conditional Use Permit approved by the City Council on February 20, 2020 (the “PUD”).

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

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

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 and cure period.

5. **DEVELOPMENT PLANS.** The Project shall be developed in accordance with plans that shall be approved, in writing, by a City, County or State Building Official (as may be revised and/or amended, collectively, the “Plans”). The Plans shall not be attached to this Agreement but may be on file with the City. If the Plans vary from the written terms of this Agreement, the written terms shall control. The Plans are incorporated by reference into this Agreement.

- A. Lexington Lofts, Final plans
 - a. Architectural Plans dated: 5/6/2020
 - b. Structural Plans dated: 4/15/2020, stamped 5/5/2020
 - c. Civil Plans dated: 05/13/2020
- B. Any “as built” plans
- C. Such other plans that may be submitted and approved after adoption of this Agreement

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

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

All Improvements shall be installed in accordance with the City’s subdivision ordinance; City standard specifications for utilities and street construction; and any other applicable law, ordinance or policy – this includes private improvements constructed in lieu of public improvements. The Developer shall submit the Plans for the Improvements, said plans having been prepared by a registered professional civil engineer, to the City for approval by the City Council. The Developer shall obtain all necessary permits from other agencies before proceeding with

construction of the Improvements. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure a commercially reasonable level of quality control to the extent that the Developer's engineer will be able to certify, as a condition of City acceptance, that the construction work for the Improvements meet the approved City standards.

The Developer, its contractors and subcontractors, shall follow all instructions received from the City and Rice Creek Watershed inspectors, so long as consistent with the Plans. The Developer's engineer shall provide for on-site project management. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time and location with all parties concerned, including the City's consulting engineer and inspector, to review the program for the construction work. Prior to the pre-construction meeting, Developer shall supply a schedule of construction activities and shall amend the schedule from time to time, as the Developer and City mutually deem necessary. Before the Security for the completion of the Improvements is released in total, iron monuments must be installed in accordance with Minn. Stat. § 505.01. The Developer's surveyor shall submit a written notice to the City certifying that the monuments have been installed.

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

- A. Minnesota Pollution Control Agency – National Pollutant Discharge Elimination System (NPDES) Permit for storm water discharge related to construction activity.
- B. Minnesota Pollution Control Agency - Storm Water Pollution Prevention Plan
- C. Minnesota Department of Health – Watermain Extension Permit

- D. Rice Creek Watershed District – General Permit for Development Activity
- E. Rice Creek Watershed District – Operations and Maintenance Agreement
- F. City of Lexington - Building Permit for construction
- G. City of Lexington - Grading Permit for land disturbing activities.
- H. City of Lexington - Permits for work within the Right-of-Way utilities such as gas, phone, electric, cable TV

8. TIME OF PERFORMANCE. The Developer shall install all required Improvements, with the exception of the final wear course of asphalt, by MONTH DAY, 202XX. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the Security to reflect cost increases and the extended completion date, unless the Developer demonstrates such cost increases are set off by Improvements that have been previously constructed and for which Security is no longer needed.

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

10. EROSION CONTROL. The erosion control shall be implemented by the Developer according to the Storm Water Pollution Prevention Plan and Grading Plan, and inspected and approved by the City. The City or Rice Creek Watershed District may impose additional erosion control requirements if field conditions warrant. The parties recognize that time is of the essence in controlling erosion. If the Developer does not reasonably and materially comply with the erosion control plan and schedule or supplementary instructions received from the City or the Rice Creek Watershed District, the City may take such action as it deems appropriate to control erosion. The City will designate a contact person responsible for erosion control issues. The contact person will attend the pre-construction meeting. Except in case of emergency, the City will give 48-hours' notice to the Developer in advance of any proposed action, but failure of the

City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work in accordance with the terms of this Agreement within thirty (30) days of receipt of invoice from the City, the City may draw down on the Security to pay any costs.

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

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

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

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

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

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

B. Developer will instruct associates, sub-contractors and delivery drivers to avoid using Lovell Road and Dunlap Avenue except as necessary to enter the site, and to approach and leave the site using Lake Drive or Lexington Avenue. Delivery vehicles entering the site from Dunlap Avenue shall not idle or stand on Dunlap Avenue due to the proximity to residential properties. Off-site equipment staging or street parking for commercial vehicles shall only occur at a location approved by the City.

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

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

E. Developer will use Security Developer will use security measures at the site during construction. These measures are subject to approval by the City.

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

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

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

17. ADMINISTRATION COSTS. The Developer shall reimburse the City for all of the City's actual out-of-pocket expenses for this development including, but not limited to expenses incurred for legal, planning, engineering services, 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 "Escrow"). If the Developer does not reimburse the City for any cost the City incurred for such work in accordance with the terms of this Agreement within thirty (30) days of receipt of invoice from the City, the City may draw down on the Escrow to pay any costs. The City shall draw against the escrow to reimburse itself for all such costs. The Developer agrees that the City has the right to request additional deposits from time to time based on the City's estimates of future out-of-pocket costs and replenish such escrow. Unless excused by the City Council, the Developer shall maintain the escrow for a period of one-year after either the termination of this agreement or completion of all construction and landscaping, whichever is a longer period The City may halt construction of the Project after the

expiration of any cure periods for any unpaid bills until they are paid in full and the escrow replenished to its original amount. If the Escrow should be funded in an amount insufficient to meet the City's reasonable costs, and the Developer does not fund the Escrow in an amount reasonably requested by the City within thirty (30) days of said request, the City may at its option draw funds from the Security to reimburse itself for such costs. Unpaid City expenses shall after thirty (30) days accrue interest at the rate of eighteen percent (18%) per year.

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

18. SECURITY. To guarantee compliance with all of the terms of this Agreement, including 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 Exhibit B, from a bank or other financial institution acceptable to the City in the amount of 125% of the total costs of the Improvement (the "Security"). The amount of the Security is calculated as shown in Exhibit D. These calculations are for historical reference, and are not a restriction on the use of the Security.

The Security shall be for a term ending November 30, 2024, and automatically renewing annually thereafter unless notice of termination is provided to the City at least forty-five (45) days prior to the end of the term or any renewal date. The notice given must comply with the formal Notice provisions of this agreement. Individual security instruments may be for shorter terms provided they are replaced at least thirty (30) days prior to their expiration. The City may draw down the Security,

to pay for the costs of Improvements or as otherwise provided within this Agreement, with a written fourteen (14) day notice and fourteen (14) day right to cure by the Developer, for any violation of the terms of this Agreement or if the Security is to be allowed to lapse prior to the end of the required term or any renewal term. The notice and right to cure provisions shall be void if the Security will expire in less than fourteen (14) days or upon discovery that the Security will not automatically renew. If the Improvements are not completed at least thirty (30) days prior to the expiration of the Security, the City may also draw down. If the Security is drawn down, the proceeds shall be used to cure the default or held until the Developer has completed the Improvements. Upon receipt of proof to the City that any of the Improvements have been satisfactorily completed and financial obligations to the City and Developer's contractors have been satisfied, with City approval the Security may be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the Security shall be retained until all Improvements have been completed, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, and the one (1) year waiting period has expired. The City must approve or deny a request for reduction in the Security within twenty-one (21) days after receipt of proof satisfactory to the City as provided above.

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

In the event that the City receives claims from laborers, materialmen, or others, the sums due them have not been paid, and the laborers, materialmen, or others are seeking payment from the City, such claims will be forwarded to the Developer who shall promptly process the claims

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

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

A. Park Dedication Fee. Developer has paid a cash contribution of \$84,525.00 in lieu of land dedication in order to satisfy the park dedication requirement with respect to the Project.

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

C. Other fees required by law and fees set forth in a Memorandum of Understanding, dated September 5, 2019, between the Parties, shall be incorporated into this Agreement and paid by Developer before any future Project approvals are granted by the City.

21. FIXTURE INSTALLATION, ACCEPTANCE AND WARRANTY

A. The Developer shall be responsible for the cost and installation of public improvement such as street and parking lot lighting, street signs and traffic signs consistent with the Plans and specifications approved by the City. Before the City releases the Final Plat for

recording, the Developer shall execute this Agreement and deposit the Security. The estimated cost of the Improvements (street and parking lot lighting, street signs and traffic signs installation) is set forth in the attached table, Exhibit D.

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

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

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

E. The Developer shall submit the 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).

22. DEVELOPER'S DEFAULT. In the event of default by the Developer as to any of the work to be performed by it hereunder, and, except in the case of an emergency, such default remains outstanding for thirty (30) days after delivery of written notice of default from City to Developer, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than 48 hours in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the Plat. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

23. MISCELLANEOUS.

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

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

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

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

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

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

G. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's negligent work or the negligent work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$500,000 for one person and \$1,000,000 for each occurrence; limits for property damage shall be not less than \$200,000.00 for each occurrence; or a combination single limit policy of

\$1,000,000 or more. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City approving this Agreement. The certificate shall provide that the City must be given ten (10) days advance written notice of the cancellation of the insurance. The certificate of insurance shall be provided on a form provided by the Developer's, or Developer's construction manager's, insurance company and shall be reasonably acceptable to the City. Said form shall substantially comply with the insurance requirements set forth on Exhibit C.

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

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

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

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

Lexington Lofts, LLC
Mike Kaeding, President
290 9th Ave, SW, Ste 311
Forest Lake, Minnesota 55025
651-464-5908
Mike.Kaeding@norhart.com

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

With a copy to:

Smith & Glaser, LLC
Attention: Kurt B. Glaser
333 Washington Avenue North, Suite 405
Minneapolis, Minnesota 55104.

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SIGNATURE PAGES FOLLOW.]

**SIGNATURE PAGE TO SUBDIVISION AGREEMENT
The Lexington Lofts**

CITY OF LEXINGTON

BY: _____
Mike Murphy, Mayor

AND: _____
Bill Patracek, City Administrator

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**SIGNATURE PAGE TO SUBDIVISION AGREEMENT
The Lexington Lofts**

DEVELOPER:

LEXINGTON LOFTS, LLC

BY: Lexington Lofts, LLC

ITS: President

BY: _____
Mike Keading

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EXHIBIT “A” TO SUBDIVISION AGREEMENT

The Lexington Lofts

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

Prior to plat approval:

Outlots B and C, Lexington Center 2nd Addition.

Lots 12, 13, 14, 15, in Block 3, Lexington Center.

That portion of Gerald Avenue as dedicated on the plat of Lexington Center to be vacated described as being South and East of Outlot C, Lexington Center 2nd Addition, lying between the Westerly extension of the Northerly line of Lot 15, Block 3, Lexington Center, and the Westerly extension of the Southerly line of Lot 13, Block 3, Lexington Center.

After plat approval:

Plat for Lexington Loft, Anoka County; and Lot 12, Lexington Center, Anoka County.

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EXHIBIT “B” TO SUBDIVISION AGREEMENT

The Lexington Lofts

IRREVOCABLE LETTER OF CREDIT

No. _____

Date: _____

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

Dear Sir or Madam:

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

The draft must:

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

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

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

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

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

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

BY: _____
Its _____

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

EXHIBIT “C” TO SUBDIVISION AGREEMENT

CERTIFICATE OF INSURANCE

PROJECT:

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

INSURED:

ADDITIONAL INSURED: City of Lexington

AGENT:

WORKERS’ COMPENSATION:

Policy No. _____
Effective Date: _____ **Expiration Date:** _____

Insurance Company:

COVERAGE - Workers’ Compensation, Statutory.

GENERAL LIABILITY:

Policy No. _____
Effective Date: _____ **Expiration Date:** _____

Insurance Company:

Claims Made Occurrence

LIMITS: [Minimum]

Bodily Injury and Death:
\$500,000 for one person \$1,000,000 for each occurrence

Property Damage:
\$200,000 for each occurrence

-OR-

Combination Single Limit Policy \$1,000,000 or more

COVERAGE PROVIDED:

Operations of Contractor: YES

Operations of Sub-Contractor (Contingent): YES

Does Personal Injury Include Claims Related to Employment? YES

Completed Operations/Products: YES

Contractual Liability (Broad Form): YES

Governmental Immunity is Waived: YES

Property Damage Liability Includes:
Damage Due to Blasting YES

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

AUTOMOBILE LIABILITY:

Policy No. _____

Effective Date: _____

Expiration Date: _____

Insurance Company:

Any Auto

LIMITS: [Minimum]

Bodily Injury:

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

Property Damage:

\$500,000 each occurrence

-OR-

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

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

If so, list:

Amount: \$ _____

[Not to exceed \$1,000]

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

Dated at _____

On _____

BY: _____

Authorized Insurance Representative

EXHIBIT “D” TO SUBDIVISION AGREEMENT

The Lexington Lofts

Security & Fees

Phase 1 Grading/Utilities Right of Way		Unit	Estimated	Unit Price	Total Price
General					
	Mobilization	LS	1	\$10,000.00	\$10,000.00
	Traffic Control	LS	1	\$10,000.00	\$10,000.00
Sanitary Sewer					
	Connect to Existing Sanitary	EA	2	\$5,000.00	\$10,000.00
	8" PVC Sewer w/pipe foundation	LF	98	\$100.00	\$9,800.00
	Utility Testing	LS	1	\$1,000.00	\$1,000.00
Water Main (including Restwood to Dunlap)					
	Connect to Existing Water Main	EA	4	\$1,000.00	\$4,000.00
	6" PVC Water Main w/pipe foundation	LF	16	\$33.00	\$528.00
	8" PVC Water Main w/pipe foundation	LF	553	\$48.00	\$26,544.00
	6" Gate Valve & Box	EA	1	\$1,800.00	\$1,800.00
	8" Gate Valve & Box	EA	3	\$2,500.00	\$7,500.00
	Hydrant & Valve	EA	2	\$4,500.00	\$9,000.00
	Utility Testing	LS	1	\$1,500.00	\$1,500.00
Storm Sewer					
	Connect to Existing Storm Sewer	EA	1	\$500.00	\$500.00
	12" Storm Sewer w/pipe foundation	LF	417	\$27.00	\$11,259.00
	12" Storm Sewer w/pipe foundation - Roof Drain	LF			
	FES	EA			
	Storm Sewer Manhole w/casting & adjusting ring	EA	1	\$2,000.00	\$2,000.00
	Rain Guardian Turrett	LS			
	Infiltration Basin	LS			
	Storm Drain Inlet Protection	EA	7	\$150.00	\$1,050.00
Street Improvements					
	Common Excavation	CY			
	Aggregate Base, Class 5 - Sidewalk	TN	85	\$12.00	\$1,020.00
	Concrete Curb & Gutter	LF	194	\$40.00	\$7,760.00
	Concrete Valley Gutter	SY	92	\$65.00	\$5,980.00
	6" Concrete Sidewalk	SY	342	\$7.00	\$2,394.00
	Pedestrian Ramp	EA	2	\$1,000.00	\$2,000.00
	Bituminous Patch	TN	60	\$80.00	\$4,800.00
	Stabilized Construction Entrance	EA	2	\$1,000.00	\$2,000.00
	Silt Fence	LF	2789	\$2.00	\$5,578.00
Restoration					
	Seed	SY			
TOTAL					\$138,013.00

Phase 1 Grading/Utilities Not Right of Way		Unit	Estimated	Unit Price	Total Price
General					
	Mobilization	LS			
	Traffic Control	LS			
Sanitary Sewer					
	Connect to Existing Sanitary	EA			
	8" PVC Sewer w/pipe foundation	LF			
	Utility Testing	LS			
Water Main					
	Connect to Existing Water Main	EA			
	6" PVC Water Main w/pipe foundation	LF			
	8" PVC Water Main w/pipe foundation	LF			
	6" Gate Valve & Box	EA			
	8" Gate Valve & Box	EA			
	Hydrant & Valve	EA			
	Utility Testing	LS			
Storm Sewer					
	Connect to Existing Storm Sewer	EA			
	12" Storm Sewer w/pipe foundation	LF			
	12" Storm Sewer w/pipe foundation - Roof Drain	LF	720	\$33.00	\$23,760.00
	FES	EA	3	\$2,000.00	\$6,000.00
	Storm Sewer Manhole w/casting & adjusting ring	EA	2	\$2,000.00	\$4,000.00
	Rain Guardian Turrett	LS	4	\$2,500.00	\$10,000.00
	Infiltration Basin	LS	1	\$27,000.00	\$27,000.00
	Storm Drain Inlet Protection	EA			
Street Improvements					
	Common Excavation	CY	3890	\$8.00	\$31,120.00
	Aggregate Base, Class 5 - Sidewalk	TN			
	Concrete Curb & Gutter	LF			
	Concrete Valley Gutter	SY			
	6" Concrete Sidewalk	SY			
	Pedestrian Ramp	EA			
	Bituminous Patch	TN			
	Stabilized Construction Entrance	EA			
	Silt Fence	LF			
Restoration					
	Seed	SY	24684	\$3.00	\$74,052.00
Total					\$175,932.00
Phase 1 Grading/Utilities Right of Way Table					\$149,197.00
Phase 1 Grading/Utilities Not Right of Way Table					\$175,932.00
					\$325,129.00
125% of costs approved by City Engineer (Required Lex Code 12.53 subd. 2B).					\$406,411.25

EXHIBIT “E” TO SUBDIVISION AGREEMENT

The Lexington Lofts

Project Phasing

As approved by the Parties, the scope of the Agreement includes the following Project Phasing:

Effective June 4, 2020:

The initiation of the first phase of this Project will consist of grading, installation of site infrastructure, installation of footings, and installation of the foundation to support construction of the easternmost portion of a building containing 90 units. This work is subject to approvals by the City Engineer and Building Official. Additional work may progress once this Agreement is amended to accommodate a plan defining all phases of the Project.

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

ORDINANCE #20-06

**AN EMERGENCY ORDINANCE TO ASSIST BUSINESSES AND ESTABLISHMENTS
DURING THE COVID19 PANDEMIC**

WHEREAS, the Mayor and members of the City Council convened an emergency session of the City Council on March 19, 2020, where they enacted a PROCLAMATION AND DECLARATION OF EMERGENCY.

WHEREAS, previously, on March 13, 2020, Governor Tim Walz declared a Peacetime State of Emergency to authorize and require that all necessary resources be used in support of the COVID-19 response; and

WHEREAS, on May 13, 2020, Governor Tim Walz, in Executive Order 20-56, declared that bars and restaurants may reopen effective June 1, 2020, pursuant to Plans adopted by the Commissioners of Health and Economic Development; and

WHEREAS, pursuant to said Plans, bars and restaurants may reopen to accommodate customers in outdoor seating with limited occupancy.

MOREOVER, all businesses and establishments in the City, including bars and restaurants, have suffered extreme economic loss due to the COVID-19 pandemic; and

WHEREAS, the City Council can authorize City Staff to assist its businesses and establishments to safely reopen pursuant to the Governor's Executive Order by temporarily reconfiguring its ordinances and authorizing City action to allow businesses to conduct and maximize their operations during the COVID-19 pandemic.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LEXINGTON ORDAINS, DECLARES, AND DIRECTS AS FOLLOWS:

1. A section or subsection of the City Code of Ordinances shall be suspended only where necessary for action specifically pursuant to, and in conformity with this ORDINANCE.
2. City Staff is Ordered to assist businesses and establishments to reopen and operate in a manner which obeys State Orders and Plans for the lawful operation of business during the COVID19 pandemic while also allowing them to maximize their business operations; to wit:
 - a. Signage standards pursuant to Lexington Code of Ordinances Chapters 10 and 11, may be relaxed or not enforced if defined in a Zoning Permit issued by the City;
 - b. Zoning and performance standards pursuant to Lexington Code of Ordinances Chapter 11, may be relaxed or not enforced if defined in a Zoning Permit issued by the City; and,

- c. Businesses and establishments may conduct business in City Lands, including but not limited to easements and rights of way, if approval is stated in a Zoning Permit issued by the City.
3. All existing Licenses issued by the City and the State of Minnesota for the consumption of alcoholic beverages issued pursuant to Lexington Code of Ordinances Chapter 5 and Minnesota Statutes Chapter 340A and are deemed APPROVED for temporary modifications and revisions which meet the following conditions:
 - a. Each establishment must document and define a new Licensed Premises located anywhere on their premises, parcel, or on contiguous lands;
 - b. Each establishment must document that any changes to their License are approved by their insurer; and,
 - c. Meet any other conditions deemed appropriate by the City.
 4. The City Administrator shall oversee and administer any revision and modification to a License, issuance of a Zoning Permit, or permission to operate on City Lands, which, in his discretion, will allow a business or establishment to obey State Orders and Plans for the lawful operation of business during the COVID19 pandemic while also allowing them to maximize their business operations. These actions of the City Administrator pursuant to this ORDINANCE are deemed APPROVED by this Council, and thereafter, the Administrator shall report his approvals to the Council for their consent at their next regularly scheduled meeting.
 5. City action pursuant to this ORDINANCE shall be effective ONLY during the period when the PROCLAMATION AND DECLARATION OF EMERGENCY issued by the City remains effective, or at such other time as an action pursuant to this ORDINANCE is repealed by the Council.
 6. City action pursuant to this ORDINANCE shall be free, no fee shall be imposed for action pursuant to this ORDINANCE.
 7. Effective Date: This ORDINANCE shall be effective immediately upon its publication.

PASSED AND DULY ADOPTED this 4th day of June 2020 by the City Council of the City of Lexington.

Mike Murphy, Mayor

Attest:

Bill, Petracek, City Clerk

Published in the Quad Press on _____, 2020

To: Mayor Murphy and City Council
From: Bill Petracek, City Administrator, Travis Schmid, Public Works
Date: May 27, 2020
Re: 2020 Bobcat T76 T4 Compact Track Loader

Our current skid loader is a 15 year-old T250 Bobcat compact track loader and has approximately 5000 hrs. of usage. The City of Lexington purchased it used for \$12,000 from Rehbein's Construction Auction when they went out of business in 2010 with 3,000 hrs on it. This machine was heavily used while in service at Rehbein's prior to our purchase of the vehicle.

Since the purchase of the T250 Bobcat we have replaced many parts to include the following: both final drive motors, gear and hydro pumps, tracks, A/C system, main and accessory belts, on top of all scheduled maintenance totaling almost \$10,000.

At this point, the machine needs extensive repairs on all the hydraulic lift cylinders and drive control valves - estimated repair would be \$5-\$10,000 depending on what we find while servicing it. Public works feels this machine has served its purpose and it wouldn't be wise to invest any more money in it since it is a 15 year old machine. Currently, the machine is out-of-service.

The 2020 Budget has \$60,000 allocated for the replacement of the skid loader. We received a bid from one of the State approved vendors that sells equipment from the State Bid:

Tri-State Bobcat, Inc, Little Canada, MN
71 MINNESOTA AVE
LITTLE CANADA MN 55117
Phone: (651) 407-3727
Fax: (952) 894-5759

Item Quoted:	T76 T4 Bobcat Compact Track Loader	\$69,408.35
Trade-in	Bobcat T-250 S/N: 525613267 4,371.3 Hours	(\$12,000.00)
Quote Total - US dollars		\$57,408.35

Staff recommends the approval of purchasing the T76 T4 Bobcat Compact Track Loader from Tri-State Bobcat, Little Canada, MN in the amount not to exceed \$57,408.35



Product Quotation

Quotation Number: 27758D027872

Date: 2020-05-18 11:54:22

Ship to	Bobcat Dealer	Bill To
City of Lexington Attn: Travis Schmid 9180 Lexington Ave Lexington, MN 55014 Phone: (763) 784-2792	Tri-State Bobcat, Inc, Little Canada, MN 71 MINNESOTA AVE LITTLE CANADA MN 55117 Phone: (651) 407-3727 Fax: (952) 894-5759	City of Lexington Attn: Travis Schmid 9180 Lexington Ave Lexington, MN 55014 Phone: (763) 784-2792
	Contact: Nick Kentros Phone: 651-407-3727 Fax: 651-330-8953 Cellular: 651-587-7533 E Mail: nickk@tristatebobcat.com	

Description	Part No	Qty	Price Ea.	Total
T76 T4 Bobcat Compact Track Loader	M0371	1	\$47,156.20	\$47,156.20
74.0 HP Tier 4 V2 Bobcat Engine	Lift Path: Vertical			
Auxiliary Hydraulics: Variable Flow	Lights, Front and Rear LED			
Backup Alarm	Operator Cab			
Bob-Tach	Includes: Vinyl Adjustable Vinyl Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt			
Bobcat Interlock Control System (BICS)	Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471			
Controls: Selectable Joystick Controls	Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts)			
Cylinder Cushioning - Lift, Tilt	Parking Brake: Spring Applied, Pressure Released (SAPR)			
Engine/Hydraulic Performance De-rate Protection	Solid Mounted Carriage with 4 Rollers			
Glow Plugs (Automatically Activated)	Tracks: Rubber, 12.6" Wide			
Horn	Warranty: 2 years, or 2000 hours whichever occurs first			
Instrumentation: Standard 5" Display (Rear Camera Ready) with Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts.	Machine IQ Telematics			
Lift Arm Support				
Factory Installed P69 Performance Package	M0371-P06-P69	1	\$5,360.33	\$5,360.33
"Power Bob-Tach	Dual Direction Bucket Positioning			
7-Pin Attachment Control	Automatic Ride Control			
High Flow	Reversing Fan"			
Two-Speed				
C68 Comfort Package	M0371-P07-C68	1	\$2,211.72	\$2,211.72
"Enclosed Cab with HVAC	Heated Cloth Air Ride Suspension Seat			
Sound Reduction	Premium LED Lights			
Touch Display with Radio & Bluetooth	Rear View Camera"			
17.7" C-Pattern Rubber Track	M0371-R09-C02	1	\$1,162.70	\$1,162.70
5-Link Torsion Suspension Undercarriage	M0371-R21-C13	1	\$1,737.40	\$1,737.40
Dealer Installed Engine Block Heater Kit	7372533	1	\$150.00	\$150.00
Strobe Light Kit, Amber	7375339	1	\$250.00	\$250.00
Attachments 80" Heavy Duty Bucket	7272681	1	\$1,225.00	\$1,225.00
--- Bolt-On Cutting Edge, 80"	6718008	1	\$275.00	\$275.00
SB240 Snowblower - 72" Width	M7005	1	\$5,016.76	\$5,016.76
--- 9.6 Hyd Motor Package (25 - 31 gpm)	M7005-R01-C04	1	\$955.32	\$955.32
4K Heavy Duty Pallet Fork Frame	7294305	1	\$309.32	\$309.32

---	48" 4K Heavy Duty Pallet Fork Teeth	6540182	1	\$227.24	\$227.24
	72" Sweeper	6707837	1	\$3,371.36	\$3,371.36

Total of Items Quoted		\$69,408.35
Trade-in	Bobcat T-250 S/N: 525613267 4,371.3 Hours	(\$12,000.00)
Quote Total - US dollars		\$57,408.35

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance: Authorized Signature: Print: _____	Purchase Order: _____ Sign: _____ Date: _____
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SWIFT EVENT TITLE & NUMBER: TRACTORS, SKID STEERS AND OEM ATTACHMENTS T-631(6) G0210-000010303

**** Following is a list of all distributors that are authorized to sell the contract equipment listed in the above solicitation.**

**** SWIFT Vendor Numbers: Provide the Swift Vendor Number (SWIFT ID) and Location Code (LOC CODE) for each Authorized Distributor. Each Authorized Distributor must have an accurate SWIFT ID.**

**** INSURANCE: All distributors MUST provide the required insurance certificates to the State as outline in the Swift Event Special Terms and Conditions before any State Contract may be executed.**

COMPANY NAME	SWIFT ID	LOC CODE	COMPANY ADDRESS	ST /ZIP	PHONE	
Bobcat of Mankato, Mankato, MN	0000915621	003	2333 7TH AVENUE MANKATO	MN 56001	507-625-4511	Ar
Bobcat of Rochester, Stewartville, MN	0000273933	001	103 20TH STREET NE STEWARTVILLE	MN 55976	507-285-0753	Ci
Sanco Equipment, LLC, Albert Lea, MN	0000915621	001	2317 CONSUL STREET, ALBERT LEA	MN 56007	507-373-4490	Di
Alex Power Equipment, Alexandria, MN	0000196200	001	111 50TH AVENUE WEST ALEXANDRIA	MN 56308	(320) 763-4994	Ci
Bobcat of Otter Tail County, Fergus Falls, MN	0002256287	001	3327 EAST FIR AVENUE FERGUS FALLS	MN 56537	(218) 739-4505	Ri
Farm-Rite Equipment of Long Prairie, Inc.	0000228536	001	19612 US 71 Long Prairie	MN 56347	320-732-3715L	Di
Farm-Rite Equipment of St. Cloud, St. Cloud, MN	0000228536	002	810 MAYHEW LAKE RD NE ST. CLOUD	MN 56304	320-240-2085	Ja
Farm-Rite Equipment of Willmar, Inc., Willmar, MN	0000846727	001	1515 WEST LITCHFIELD AVENUE WILLMAR	MN 56201	320-235-3672	Di
Farm-Rite Equipment, Inc, Dassel, MN	0000228536	001	901 PARKER AVE DASSEL	MN 55325	(320) 275-2737	Di
Lano Equipment, Inc, Ramsey, MN	0000193199	002	61 40 HIGHWAY 10 NW RAMSEY	MN 55303	(763) 323-1720	Ri
Lano Equipment, Inc, Shakopee, MN	0000193199	001	3021 133RD STREET WEST SHAKOPEE	MN 55379	(952) 445-6310	JL
Lano Equipment, Inc., Corcoran, MN	0000193199	003	23580 HIGHWAY 55 CORCORAN	MN 55357	(763) 479-8200	Gi
Tri-State Bobcat Inc, Burnsville, MN	0000206308	001	1200 HWY 13 E BURNSVILLE	MN 55337	(952) 894-0894	Jo
Tri-State Bobcat, Inc, Little Canada, MN	0000206308	002	3101 SPRUCE STREET LITTLE CANADA	MN 55117	(651) 407-3727	Jo
Tri-State Bobcat, Inc, Hudson, WI	0000206308	003	745 EXCHANGE DR HUDSON	WI 54016	(715) 531-0801	Jo
Bobcat of Fargo, a Division of Swanston Equipment, Fargo, ND	0000197573		3450 WEST MAIN AVENUE FARGO	ND 58103	(701) 293-7325	Mi
Bobcat of Morris, Inc., Morris, MN			19700 470TH AVENUE MORRIS	MN 56267	(320) 589-4439	St
Crawford's Equipment, Inc., Cambridge, MN	0000294005	001	4898 HWY 95 NW CAMBRIDGE	MN 55008	(763) 689-1794	Bi
GDF Enterprises Inc, Windom, MN	0000259927	001	1815 1ST AVE N WINDOM	MN 56101	(507) 831-5342	Gi
Jaycox Implement, Inc, Worthington, MN	0000203511	001	3021 133RD STREET WEST WORTHINGTON	MN 55379	(507) 376-3147	Ci
Jaycox Implement, Inc., Luverne, MN	0000203511		410 West Koehn Ave Luverne	MN 56156	507-283-2319	Ci
Lano Equipment of Norwood, Norwood Young America, MN	0000213525	001	1015 HWY 212 WEST NORWOOD YOUNG AMERICA	MN 55368	(952) 467-2181	JA
Lund Implement Company, Madison, MN			2488 HIGHWAY 75 NORTH MADISON	MN 56256-0097	(320) 598-3150	Di
Matejcek Implement Company, Faribault, MN	0000194592	001	3040 HIGHWAY 60 WEST FARIBAULT	MN 55021	(507) 334-2233	Hi
Miller Sellner Slayton, LLC	0000224886	001	1535 20TH STREET SLAYTON	MN 56172-1146	(507) 836-8571	Ju
Swede's Service Center, Minneota, MN			110 WEST 1ST STREET MINNEOTA	MN 56264	(507) 872-6206	Di
United Farmers Cooperative, Lafayette, MN			840 PIONEER AVENUE LAFAYETTE	MN 56054	(507) 228-8224	Je
Yeager Implement Inc, Blue Earth, MN	0000299372	001	1010 GIANT DRIVE BLUE EARTH	MN 56013	(507) 526-5918	Bi
Aldrich Tractor, Inc., Verndale, MN	0000220002	001	19828 US HIGHWAY 10 VERNDALE	MN 56481	218-445-5430	Ti
Bobcat of Brainerd, Brainerd, MN	0000193375		11570 MN-371 BUS A BRAINERD	MN 56401	763-263-0505	Is
Bobcat of Duluth Inc, Duluth, MN	0000236269	002	4610 WEST ARROWHEAD ROAD DULUTH	MN 55811	(218) 727-7377	Di
Bobcat of the Coulee Region, Inc., Dresbach, MN	894954	001	31465 VETERANS RD DRESBACH	MN 55947	(507) 643-6781	Ar
Timmer Implement, Inc., Aitkin, MN			1001 2ND STREET NW AITKIN	MN 56431	218-927-2515	Gi
Bobcat of Bemidji, Bemidji, MN	0000251301	001	3516 IRVINE AVE NW BEMIDJI	MN 56601	218-751-4660	Br
Swanson's Repair, Inc, Detroit Lakes, MN	0000212524	001	1220 RANDOLPH ROAD DETROIT LAKES	MN 56501	(218) 847-2157	Ri
Bobcat of Grand Forks	0000251301		3903 GATEWAY DR GRAND FORKS	ND 58203	(701) 772-5006	Br
Bobcat Company West Fargo ND	0000207426	001	250 East Beaton Drive, West Fargo	ND 58078	701-241-8746	Ri

To: Mayor Murphy and City Council
 From: Bill Petracek, City Administrator
 Date: May 27, 2020



Re: Management and Non Union Salary Increase Recommendation

We have conducted our annual employee reviews for management and non-union employees during the month of May and June. Based on the annual reviews, I am recommending wage adjustments for the following management and non-union (liquor store) employees. **These salary increases, if approved, will go into effect retroactively to June 1, 2020.**

I realize that we are in a pandemic and there are a lot of unemployed people in Minnesota, but as far as expenses and revenues go, the City of Lexington is on track with what was budgeted for 2020, if not more revenue being brought in with the starting phase of Lexington Lofts and the increased sales revenue collected through our liquor store. I believe these employees, like the union employees, are still entitled to a cost of living adjustment for their efforts in 2019.

As you recall the employees represented by the Collective Bargaining Agreement (CBA) receive a 2.50% salary increase on June 1st of 2020. This will be the final year of this 3-year agreement, and we will be negotiating a new contract in 2021.

I am recommending the following levels of raises for non-union and management level employees.

Management and Non-union employees:

<u>Liquor Store</u>	<u>2019</u>	→	<u>2020</u>
• Jack Borgen – Liquor Store Manager	\$ 74,512		\$76,748 3%

I am recommending a 3.0% adjustment for the Liquor Store Manager, as he continues to show an improvement in his inventory counts and increasing gross revenues in 2019. The auditor stated there are no issues in 2019 with inventory counts and liquor store gross sales increased by \$39,286 from 2018 (gross profit percent increasing from 23.4 % in 2018 to 24.3% in 2019.) Two years in a row the liquor store has improved gross sales and gross profits.

• Karen Larson – Supervisor	\$23.73	→	\$ 24.32 2.5%
• Andrew Lyons – Assistant Manager of Beer Dept.	\$23.31	→	\$ 23.89 2.5%

Part-Time Liquor Store Staff

Wage Adjustment

• Nick Palinkas – Sales Associate	\$15.64	→	\$16.03 2.5%
• Jason Flor – Sales Associate	\$15.64	→	\$16.03 2.5%
• Mark Trandem – Sales Associate	\$15.64	→	\$16.03 2.5%

Pay Scale

• Matthew Adrian – Sales Associate	\$14.35	→	\$ 14.78
• Eugene Anderson – Sales Associate	\$14.35	→	\$ 14.78
• Joseph Gratz – Sales Associate	\$13.45	→	\$13.85
• Ryan Suchy – Sales Associate	\$13.45	→	\$13.85
• Skyler Gratz – Sales Associate	\$13.00	→	\$13.39
• Paige Walter – Sales Associate	\$13.00	→	\$13.39

Administration

2019

2020

• Chris Galiov – Finance Director.	\$75,000	→	\$76,875 2.5%
• Bill Petracek – City Administration	\$105,000	→	\$????

To: Mayor Murphy and City Council
From: Bill Petracek, City Administrator, Jack Borgen, Liquor Store Manager
Date: May 27, 2020
Re: Liquor Store Employee Hazard Pay

As we had briefly discussed at the May 21st City Council workshop, the liquor store manager and I have had discussions about providing hazard pay for the liquor store employees since the inception of the Covid-19 pandemic. It is my professional belief that of all our employees, the liquor store staff has the highest level of exposure risk to the Covid-19 infection. This increased exposure is due to the continuous interaction with patrons on a day-to-day basis and the increased number of patrons in the store over the past months.

Since Governor Walz ordered all bars and restaurants to be closed, the Lexington Liquor store has been extremely busy keeping up with the demand for alcohol. Demand that local bars and restaurants that serve alcohol cannot provide during the Governor's Executive Order.

As the Covid-19 virus has progressed through Anoka County -as of May 26th, there were 1,185 diagnosed cases of Covid-19 and 55 deaths in Anoka County- the liquor store staff exposure to the virus continues to increase. Even though the staff are taking precautions to limit their exposure – sanitization, wearing masks, social distancing, etc. – there is still a higher risk for infection than the rest of the City employees.

To give you an idea of how much foot traffic has increased at our liquor store over the past 3 months, here is a comparison of gross sales revenue the past 3-months between 2019 and 2020:

LIQUOR STORE GROSS SALES

	2019	2020	Increase
March	\$236,552.87	\$379,943.30	60.62%
April	\$238,966.36	\$385,253.20	61.22%
May	\$278,107.25	\$434,494.88	56.23%
		Average	59.36%

I have enclosed a list of estimated payments that would be made to liquor store staff based on 3 ½ months of work – March 13th through June 30th - and a \$3/hour amount.

Staff recommends liquor store employee hazard payments for 3 ½ months of work – March 13th through June 30th – at a \$3/hour amount.


2020 Hazard Pay Estimates

Employee	Hours Worked 03/13/20 to 05/23/20	Hours Estimated through 06/30/20	Total Hours through 06/30/20	Proposed \$3.00/hr Hazard Pay
Andersen, Eugene S	212.88	115.50	328.38	\$985.14
Borgen, Jack	400.00	220.00	620.00	\$1,860.00
Flor, Jason A	54.43	30.25	84.68	\$254.04
Gratz, Joseph M	99.41	55.00	154.41	\$463.23
Gratz, Skyler	64.92	137.50	202.42	\$607.26
Larson, Karen R	400.00	220.00	620.00	\$1,860.00
Lawson, Michelle R	233.93	137.50	371.43	\$1,114.29
Lyons, Andrew W	400.00	220.00	620.00	\$1,860.00
Madsen, Paul L	12.31	0.00	12.31	\$36.93
Marsh, Jonathan C.	23.57	10.00	33.57	\$100.71
Palinkas, Nicholas	355.14	198.00	553.14	\$1,659.42
Suchy, Ryan J	277.54	165.00	442.54	\$1,327.62
Trandem, Mark D	368.52	209.00	577.52	\$1,732.56
Vang, Pa K	58.47	0.00	58.47	\$175.41
Walter, Page	43.56	110.00	153.56	\$460.68

4,832.43

\$14,497.29

To: Mayor Murphy and City Council

From: Bill Petracek, City Administrator 

Date: May 27, 2020

Re: City Administrator Evaluation/Annual Compensation

As always, my contract specifies an annual review of my performance. I have placed this item on the agenda so that the City Council has an opportunity to decide if you want to do an official evaluation of your city administrator or not in 2020.

If there is an evaluation or not, I am not asking the City Council for a specific raise, but I am asking that you are fair in considering my compensation for 2020.

