

AGENDA
CITY OF LEXINGTON
REGULAR COUNCIL MEETING
SEPTEMBER 3, 2020 – 7:00 P.M.
9180 LEXINGTON AVENUE

- 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. INFORMATIONAL REPORTS:

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

5. LETTERS AND COMMUNICATIONS:

- A. Centennial Lakes Police Department Media Reports – 8-12 through 8-18, 2020 **pp. 1-4**
- B. August 20, 2020 Council Workshop meeting minutes will be provided at meeting

Consent Agenda:

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

6. CONSENT ITEMS:

- A. Recommendation to Approve Council Minutes:
Council Meeting – August 20, 2020
- B. Recommendation to Approve Claims and Bills:
Check #'s 13691 through 13701
Check #'s 46686 through 46728

pp. 5-7

pp. 8-15

Check #'s 13554 through 13367
Check #'s 13368 through 13375
VOID # 13343

Action Items:

These items are intended primarily for Council discussion and action. It is up to the discretion of the Mayor as to what, if any, public comment will be heard on these items. Persons wishing to speak on discussion items must complete a sign-up sheet and give it to a staff person at the meeting.

7. ACTION ITEMS:

- A. Recommendation to approve Resolution NO. 20-19 A Resolution to approve Final Plat for Lexington Lofts pp. 16-22
- B. Recommendation to approve Resolution NO. 20-20 A Resolution to approve Lexington Lofts Conditional Use Permit pp. 23-27
- C. Recommendation to approve O'Reilly's Development Agreement pp. 28-55
- D. Recommendation to approve Lexington Fire request to hire David Hults III to the position of Firefighter at \$12.65/hour pp. 56
- E. Recommendation to approve Proclamation declaring the week of September 17 – 23, 2020 as Constitution Week pp. 57

8. MAYOR AND COUNCIL INPUT

9. ADJOURNMENT

/mv



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
20197446	Aug 12 2020	11:00	HOUSE/PROPERTY CHECK		CIRCLE PINES
20197229	Aug 12 2020	09:03	MEDICAL	XX WEST RD	CIRCLE PINES
Summary: MEDICAL.DISPATCHED TO 20 BLOCK OF WEST RD ON A MEDICAL. PATIENT TO HOSPITAL.					
20197270	Aug 12 2020	09:53	DISORDERLY CONDUCT	91XX SOUTH HIGHWAY DR	LEXINGTON
Summary: DISORDERLY CONDUCT.DISPATCHED TO 9100 BLOCK OF SOUTH HIGHWAY DR ON A DISORDERLY PERSON. INFORMATION COLLECTED.					
20197278	Aug 12 2020	10:06	CHECK WELFARE	XX PINE DR	CIRCLE PINES
Summary: CHECK WELFARE.DISPATCHED TO 9100 BLOCK OF SOUTH HIGHWAY DR ON A DISORDERLY PERSON. INFORMATION COLLECTED.					
20197291	Aug 12 2020	10:33	DOMESTIC ESCORT	2XX PINE HOLLOW DR	CIRCLE PINES
Summary: DOMESTIC ESCORT.DISPATCHED TO 200 BLOCK OF PINE HOLLOW DR ON A DOMESTIC ESCORT. ASSISTANCE PROVIDED.					
20197366	Aug 12 2020	11:56	MEDICAL	19XX CARDINAL DR	CENTERVILLE
Summary: A MEDICAL WAS REPORTED IN THE 1900 BLOCK OF CARDINAL DR.					
20197369	Aug 12 2020	12:04	DEATH		LEXINGTON
Summary: DEATH.DISPATCHED TO A MEDICAL IN LEXINGTON. PATIENT WAS DECEASED.					
20197749	Aug 12 2020	20:40	RUNAWAY JUVENILE	19XX ROBIN LN N	CENTERVILLE
Summary: RUNAWAY JUVENILE. OFFICERS DISPATCHED TO THE 1900 BLOCK OF ROBIN LN N FOR A RUNAWAY JUVENILE REPORT.ACTIVE.					
20197984	Aug 13 2020	02:59	CHECK WELFARE	XX PINE DR	CIRCLE PINES
Summary: POLICE WERE DISPATCHED TO THE 0 BLOCK OF PINE DRIVE ON A REQUEST TO CHECK THE WELFARE OF AN UNKNOWN CALLER AT THE LOCATION. POLICE MADE CONTACT AND DETERMINED THAT THE INDIVIDUAL WAS NOT IN NEED OF POLICE ASSISTANCE.					
20197944	Aug 13 2020	01:24	ASSIST OTHER AGENCY		LINO LAKES
20198093	Aug 13 2020	09:01	SUSPICIOUS ACTIVITY	EAST RD / PINE DR	CIRCLE PINES
Summary: SUSP ACTIVITY.DISPATCHED TO EAST RD AND PINE DR ON SUSPICIOUS ACTIVITY. NOTHING LOCATED.					
20198140	Aug 13 2020	09:57	FRAUD	XX SOUTH PINE DR	CIRCLE PINES
Summary: FRAUD. DISPATCHED TO 0 BLOCK OF PINE DR ON A FRAUD. INFORMATION COLLECTED.					
20198185	Aug 13 2020	11:05	MISCELLANEOUS OFFICER	91XX SOUTH HIGHWAY DR	LEXINGTON
Summary: OFFICERS RESPONDED TO THE 9100 BLOCK OF SOUTH HIGHWAY FOR A PUBLIC ASSIST.FEMALE TRANSPORTED NEAR LARPENTER AND 35E.NO ISSUES.					
20198224	Aug 13 2020	11:56	INFORMATION	XX VILLAGE PKWY	CIRCLE PINES



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
Summary: INFORMATION WAS REPORTED IN THE 30 BLOCK OF VILLAGE PKWY.					
20198511	Aug 13 2020	17:18	INFORMATION	XX NORTH DR	CIRCLE PINES
Summary: POLICE RECEIVED A REPORT THAT AN INDIVIDUAL REQUESTED TO SEE AN OFFICER FOR A THEFT REPORT.					
20198620	Aug 13 2020	19:29	TRAFFIC	8800 BLOCK LEXINGTON AVE	LEXINGTON
Summary: OFFICER STOPPED MOTORCYCLE IN THE 8800 BLOCK OF LEXINGTON AVE FOR SPEED. VERBAL WARNING GIVEN. REPORT DUE TO BWC NOT ACTIVATED ON STOP. CLEAR.					
20199032	Aug 14 2020	08:54	DAMAGE TO PROPERTY	2XX COBBLER CT	CIRCLE PINES
Summary: DAMAGE TO PROPERTY: RESPONDED TO THE 0 BLOCK OF PARK DRIVE EAST FOR A DAMAGE TO PROPERTY REPORT. CALLER ADVISED UNKNOWN SUSPECT SLASHED A BIKE TIRE AT HIS RESIDENCE ON COBBLER COURT. ESTIMATED DAMAGE WAS \$100.00.					
20199142	Aug 14 2020	10:01	HOUSE/PROPERTY CHECK		CENTERVILLE
20198904	Aug 14 2020	01:56	CHECK WELFARE	90XX SOUTH HIGHWAY DR	LEXINGTON
Summary: POLICE WERE DISPATCHED TO THE 9000 BLOCK OF SOUTH HIGHWAY DRIVE ON A REQUEST TO CHECK THE WELFARE OF AN ADULT FEMALE. THE FEMALE WAS TRANSPORTED HOME BY HER HUSBAND.					
20199045	Aug 14 2020	09:06	MEDICAL	XX PINE DR	CIRCLE PINES
Summary: MEDICAL: RESPONDED TO MEDICAL EMERGENCY CALL IN THE 0 BLOCK OF PINE DRIVE NORTH. UPON ARRIVAL WITH EMS, OFFICERS STOOD BY AND ASSISTED WHERE NEEDED.					
20199103	Aug 14 2020	10:29	FRAUD	72XX MILL RD	CENTERVILLE
Summary: FRAUD. OFFICERS TOOK A FRAUD REFERRAL FROM AN OUT OF STATE AGENCY. CASE IS INACTIVE.CLOSED.					
20199138	Aug 14 2020	11:39	MEDICAL	91XX SOUTH HIGHWAY DR	LEXINGTON
Summary: A MEDICAL EMERGENCY WAS REPORTED IN THE 9100 BLOCK OF SOUTH HIGHWAY DR.					
20199304	Aug 14 2020	15:07	FOUND BICYCLE	XX SCHOOL RD	CIRCLE PINES
Summary: FOUND BICYCLE. OFFICERS WERE ADVISED BY CLERICAL OF A FOUND BICYCLE THAT WAS LOCATED IN THE AREA OF GOLDEN LAKE ELEMENTARY. OFFICERS ENTERED THE BICYCLE INTO PROPERTY AFTER VERIFYING THAT IT WAS NOT REPORTED STOLEN.CLEAR.					
20199388	Aug 14 2020	16:38	DOMESTIC	38XX RESTWOOD RD	LEXINGTON
Summary: DOMESTIC SITUATION. OFFICERS WERE DISPATCHED TO THE 3800 BLOCK OF RESTWOOD RD ON A POSSIBLE DOMESTIC ASSAULT. OFFICERS ATTEMPTED TO MAKE CONTACT WITH THE RESIDENTS, WHO DID NOT ANSWER THE DOOR. NO CONTACT WAS MADE.CLEAR.					
20199651	Aug 14 2020	21:12	PROPERTY DAMAGE	39XX LOVELL RD	LEXINGTON
Summary: DAMAGE TO PROPERTY. OFFICERS DISPATCHED OT THE 3900 BLOCK OF LOVELL RD FOR A PROPERTY DAMAGE REPORT.CLEAR.					
20199665	Aug 14 2020	21:28	RUNAWAY JUVENILE	19XX ROBIN LN N	CENTERVILLE
Summary: RUNAWAY JUVENILE.OFFICERS WERE DISPATCHED TO THE 1900 BLK OF ROBIN LN FOR A REPORT OF A RUNAWAY JUVENILE.JUVENILE ENTERED AS RUNAWAY.CASE ACTIVE.					
20199203	Aug 14 2020	13:05	FRAUD	XX SOUTH PINE DR	CIRCLE PINES



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
Summary: FRAUD. OFFICERS WERE FORWARDED A FRAUD REPORT TAKEN IN ANOTHER CITY. INACTIVE.					
20199522	Aug 14 2020	19:24	MISSING PERSON	73XX DEER PASS DR	CENTERVILLE
Summary: MISSING PERSON REPORT. OFFICERS WERE DISPATCHED TO A MISSING PERSON REPORT REGARDING AN ADULT FEMALE WHO WAS LAST SEEN IN THE AREA OF 20TH AVE AND DEER PASS DR IN CENTERVILLE. OFFICERS TOOK THE INFORMATION FROM THE CALLER AND HAD A KOPS ALERT PUT OUT ON THE MISSING PERSON. OFFICERS CONTINUE TO WORK THE CASE. STILL UNDER INVESTIGATION.					
20200087	Aug 15 2020	11:35	MEDICAL	71XX SHAD AVE	CENTERVILLE
Summary: MEDICAL: RESPONDED WITH EMS TO THE 7100 BLOCK OF SHAD AVE IN CENTERVILLE ON A MEDICAL EMERGENCY CALL. UPON ARRIVAL, I ASSISTED CFD WITH MEDICAL ASSESSMENT ON AN ADULT MALE UNTIL PARAMEDICS ARRIVED.					
20199868	Aug 15 2020	02:16	PUBLIC ASSIST	WOODLAND RD / GRIGGS AVE	LEXINGTON
Summary: POLICE WERE DISPATCHED TO THE AREA OF WOODLAND ROAD AND GRIGGS AVENUE FOR AN ADULT MALE STRANDED IN THE AREA. THE MALE WAS TRANSPORTED A SHORT DISTANCE HOME.					
20200180	Aug 15 2020	13:31	MEDICAL	XX INDIAN HILLS DR	CIRCLE PINES
Summary: MEDICAL: RESPONDED WITH FIRE AND EMS TO THE 20 BLOCK OF INDIAN HILLS DRIVE FOR A MEDICAL EMERGENCY INVOLVING AN ADULT MALE. UPON ARRIVAL WITH CFD MALE VICTIM WAS LOCATED AND MEDICAL TREATMENT WAS RENDERED. CLEARED BY ALLINA PARAMEDICS.					
20200207	Aug 15 2020	14:02	PROPERTY DAMAGE	91XX SOUTH HIGHWAY DR	LEXINGTON
Summary: PROPERTY DAMAGE. OFFICERS DISPATCHED TO A POSSIBLE HIT AND RUN THAT OCCURRED IN THE 9100 BLOCK OF SOUTH HIGHWAY DR. CLEAR.					
20200281	Aug 15 2020	15:33	NOISE COMPLAINT	94XX HAMLINE AVE	LEXINGTON
Summary: NOISE COMPLAINT. OFFICERS WERE DISPATCHED TO THE 9400 BLOCK OF HAMLINE AVE ON A NOISE COMPLAINT. OFFICERS MADE CONTACT AND ADVISED OF THE COMPLAINT. CLEAR.					
20200370	Aug 15 2020	17:07	INFORMATION	39XX RESTWOOD RD	LEXINGTON
Summary: INFORMATION. OFFICERS WERE DISPATCHED A PHONE CALL REGARDING VANDALISM IN THE BLAINE AREA NEAR THE BORDER WITH LEXINGTON. OFFICERS TOOK THE INFORMATION AND COMPLETED THIS REPORT. CLEAR.					
20200585	Aug 15 2020	21:20	MISCELLANEOUS OFFICER	PRAIRIE DR / MILL RD	CENTERVILLE
Summary: ORDINANCE QUESTIONS. OFFICERS WERE DISPATCHED A PHONE CALL REGARDING ORDINANCE QUESTIONS IN CENTERVILLE. OFFICERS ADVISED THE CALLER. CLEAR.					
20200603	Aug 15 2020	21:22	NEIGHBORHOOD DISPUTE	2XX GALAXY DR	CIRCLE PINES
Summary: NEIGHBOR DISPUTE. OFFICERS DISPATCHED TO THE 200 BLOCK OF GALAXY DR FOR A NEIGHBOR DISPUTE. CLEAR.					
20200617	Aug 15 2020	21:46	PARKING - NO TAG	XX W GOLDEN LAKE RD	CIRCLE PINES
Summary: NO TAG REQUEST. OFFICERS RECEIVED INFORMATION OF A NO TAG REQUEST. INFORMATION WAS PASSED ON TO NIGHT SHIFT. CLEAR.					
20200659	Aug 15 2020	22:42	NOISE COMPLAINT	94XX HAMLINE AVE	LEXINGTON
Summary: POLICE RESPONDED TO THE 9400 BLOCK OF HAMLINE AVENUE ON A REPORT OF A NOISE COMPLAINT TO THE DEPARTMENT FACEBOOK PAGE. POLICE MADE CONTACT AT THE ADDRESS AND ADVISED THE HOMEOWNER OF THE CONCERN.					
20201233	Aug 16 2020	17:58	WARRANT ARREST	XX HILLCREST LN	CIRCLE PINES



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
Summary: WARRANT ARREST. OFFICERS LOCATED A MALE WITH A OUTSTANDING WARRANT IN THE 20 BLOCK OF HILLCREST LN.MALE TRANSPORTED TO JAIL.CLEAR.					
20201000	Aug 16 2020	12:07	FOUND PROPERTY	LAKE DR / FIREBARN RD	CIRCLE PINES
Summary: FOUND PROPERTY WAS TURNED OVER TO POLICE FROM LAKE DR/FIREBARN RD.					
20200865	Aug 16 2020	07:25	SUSPICIOUS ACTIVITY	68XX 20TH AVE	CENTERVILLE
Summary: SUSPICIOUS ACTIVITY WAS INVESTIGATED IN THE 6800 BLOCK OF 20TH AVE.					
20200926	Aug 16 2020	10:12	PUBLIC ASSIST	19XX ROBIN LN N	CENTERVILLE
Summary: A PUBLIC ASSIST WAS PREFORMED IN THE 1900 BLOCK OF ROBIN LN S.					
20201667	Aug 17 2020	08:43	UNWANTED PERSON	91XX SOUTH HIGHWAY DR	LEXINGTON
Summary: UNWANTED PERSON: RESPONDED TO THE AREA OF 9100 BLOCK SOUTH HIGHWAY DRIVE AT LOCAL BUSINESS FOR TRESPASSING ISSUE. CALLER ADVISED ADULT FEMALE WAS SOLICITING PEOPLE FOR MONEY IN AREA. LOCATED FEMALE AND ADVISED HER TO CEASE OF BE TRESPASSED.					
20201785	Aug 17 2020	11:04	MISCELLANEOUS OFFICER	41XX LOVELL RD	LEXINGTON
Summary: MISC OFFICER.DISPATCHED TO 4100 BLOCK OF LOVELL RD ON A MISC OFFICER REQUEST. INFORMATION COLLECTED.					
20201793	Aug 17 2020	11:15	EXTRA PATROL	XX PINE DR	CIRCLE PINES
Summary: SUSPICIOUS ACTIVITY.DISPATCHED TO 20 BLOCK OF PINE DR ON A SUSPICIOUS ACTIVITY REPORT. INFORMATION COLLECTED.					
20202525	Aug 17 2020	10:01	HOUSE/PROPERTY CHECK		CIRCLE PINES
20201629	Aug 17 2020	07:53	THEFT	XX VILLAGE PKWY	CIRCLE PINES
Summary: THEFT: RESPONDED TO A THEFT REPORT IN THE 30 BLOCK OF VILLAGE PARKWAY IN CIRCLE PINES. UPON ARRIVAL, FOUND SEVERAL AMAZON PACKAGES HAD BEEN OPENED AND RIFLED THROUGH. ESTIMATED LOSS AT THIS TIME \$200.00					
20202058	Aug 17 2020	16:04	INFORMATION	95XX DUNLAP AVE	LEXINGTON
Summary: INFORMATION. OFFICERS WERE DISPATCHED INFORMATION REGARDING A MISSING YARD SIGN FROM THE 9500 BLOCK OF DUNLAP AVE.CLEAR.					
20202135	Aug 17 2020	17:51	ALARM-BUSINESS	41XX WOODLAND RD	LEXINGTON
Summary: BUSINESS ALARM. OFFICERS WERE DISPATCHED TO AN AUDIBLE BURGLAR ALARM IN THE 4100 BLOCK OF WOODLAND RD. OFFICERS LOCATED AN UNSECURED DOOR AND CHECKED THE BUSINESS.CLEAR.					
20202295	Aug 17 2020	21:44	NEIGHBORHOOD DISPUTE	2XX GALAXY DR	CIRCLE PINES
Summary: NEIGHBOR DISPUTE.OFFICERS WERE DISPATCHED TO THE 200 BLK OF GALAXY DR FOR A REPORT OF A NEIGHBOR DISPUTE.SITUATION MEDIATED.CLEAR.					
20202418	Aug 18 2020	02:08	CHECK WELFARE	XX VILLAGE PKWY	CIRCLE PINES
Summary: WELFARE CHECK.OFFICERS WERE DISPATCHED TO THE 30 BLK OF VILLAGE PKWY FOR A WELFARE CHECK OF AN ADULT FEMALE.OFFICERS LOCATED AND ASSISTED FEMALE.CLEAR.					

**MINUTES
CITY OF LEXINGTON
REGULAR COUNCIL MEETING
AUGUST 20, 2020– 7:00 P.M.
9180 LEXINGTON AVENUE**

- 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 August 20, 2020 at 7:00 p.m. Councilmember's present: Devries, Harris, Hughes, Winge. Also Present: Bill Petracek, City Administrator; Kurt Glaser, City Attorney; Chris Galiov, Finance Director; Mike Kaeding and Marie Dickover, Norhart.

2. CITIZENS FORUM

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

3. APPROVAL OF AGENDA WITH CHANGES AND CORRECTIONS

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

4. LETTERS AND COMMUNICATIONS:

- A. Planning & Zoning meeting minutes – August 10, 2020
- B. Centennial Lakes Police Department – Media Reports 8-1 through 8-11, 2020
- C. North Metro TV - July 2020 Update
- D. City Report – July 2020

No discussion on Letters and Communications

5. CONSENT ITEMS:

- A. Recommendation to Approve Council Minutes:
Council Meeting – August 6-2020
- B. Recommendation to Approve Claims and Bills:
Check #'s 13689 through 13690
Check #'s 46619 through 46685
Check #'s 13320 through 13324
Check #'s 13325 through 13339
Check #'s 13340 through 13351
VOID #46618

VOID #13132

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

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

6. ACTION ITEMS:

- A. Recommendation to approve Phase II Development & Subdivision Agreement
with Lexington Lofts

Mayor Murphy discussed the memos provided to the Council from the city administrator and city attorney regarding Phase 2 of the Lexington Lofts Development agreement.

Attorney Glaser provided an overview of the development agreement and the final plat process that has been affected by Covid-19, and the inability of Norhart to record it with Anoka County, which is part of the development agreement process. Glaser continued to explain a solution to the potential on-street parking issues that may be created by the Lexington Lofts that has been proposed by Norhart. The proposal states that Lexington Lofts will maintain a 90% parking lot lease for their underground parking, and if they don't maintain that threshold, they will lower their rental rates until it gets back to that 90% mark, and the City would be able to audit this process and this would be included and enforceable through their conditional use permit. Glaser stated this makes sense from an economic standpoint, as Norhart would be losing money if they aren't renting their underground parking spots. Discussion ensued.

Glaser recommended approving the development agreement as it is written and he will draft a conditional use permit with the proposed parking solution from Norhart. Discussion ensued.

Marie Dickover, Norhart stated that they believe the 1.67 parking spots for their tenants will be more than adequate parking as a lot of their apartments are studios and 1-bedroom units – they have 600 parking spaces available for 355 units. Mayor Murphy asked if visitors will be allowed to park in the complex. Mike Kaeding, Norhart said they will have plenty of on-site visitor parking available. Discussion ensued.

Councilmember Winge asked if they have any on-street parking issues with their other properties. Kaeding responded that they do not. Discussion ensued.

Councilmember Devries made a motion to approve the First Revised Development and Subdivision Agreement effective 8/20/2020 on the condition that Landings of Lexington, LLC, enter into a Conditional Use Permit on the terms proposed in the City Attorney's

memo dated 8/20/2020. Councilmember Harris seconded the motion. Motion carried 5-0.

- B. Recommendation to approve a Proclamation recognizing October as “Domestic Violence Awareness Month.”

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

- C. Recommendation to approve expense allocation in the amount of \$14,654.28 to the CARES Act Fund

Councilmember Harris made a motion to approve expense allocation in the amount of \$14,654.28 to the CARES Act Fund. Councilmember Winge seconded the motion. Motion carried 5-0.

7. MAYOR AND COUNCIL INPUT

Councilmember Harris asked about the lighting to the memorial park entrance sign. Petracek stated that public works is just waiting for the electrician to make the connection and it will be lit. He was unsure as to the timing of that process.

8. ADMINISTRATOR INPUT

Petracek stated that Circle Pines will be having their clean-up day September 19th, which will be shared with Lexington residents. Notifications will be sent in the newsletter. Discussion ensued.

9. ADJOURNMENT

Councilmember Hughes made a motion to adjourn the meeting at 7:30 p.m. Councilmember Devries seconded the motion. Motion carried 5-0.

CITY OF LEXINGTON

RECOMMEND FOR APPROVAL OF CLAIMS AND BILLS

The following claims and bills have been presented to the Council for approval at the Council Meeting of September 3, 2020.

(1) Payroll

Checks	13691 through	13701	\$	3,965.75
Vouchers	503047 through	503066	\$	20,758.16
Vouchers	503068 through	503088	\$	20,638.90
Payroll Taxes				
	Federal Tax	\$5,410.89		
	Social Security	\$7,524.32		
	Medicare	\$1,759.74		
				<u>\$14,694.95</u>
	State Tax	\$2,533.43	\$2,533.43	
	Total			\$17,228.38

(2) General and Liquor Payment Recommendations:

Checks	46686 through	46728	\$	209,911.29
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(3) ACH and Credit Card Payments for:

ACH Checks:	through		\$	-
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Total Payments and Withdrawals Approval \$ 272,502.48

Centennial Lakes Police Payment Recommendations:

Checks	13354 through	13367	\$	13,490.20
	13368 through	13375	\$	2,268.18
	VOID	13343	\$	(28.95)
ACH	2020030 through	2020032	\$	<u>9,076.48</u>
Total Payments			\$	<u>24,805.91</u>

***Check Detail Register©**

September 2020

Check Amt Invoice Comment

10100 4M FUND

Paid Chk#	046686	9/3/2020	ABLE SEEDHOUSE AND BREWERY		
E 609-00000-252	Beer Purchase		\$120.00	E-12415	
Total ABLE SEEDHOUSE AND BREWERY			\$120.00		

Paid Chk#	046687	9/3/2020	AMAZON		
E 101-42260-208	Training and Instruction		\$431.75	1HGF-FTHX-N	TEXTBOOKS - FIRE DEPT
E 101-41500-400	General Maintenance		(\$69.98)	1JY9-Y6NM-JL	REFUND
E 101-45200-400	General Maintenance		\$227.96	1Y4V-M1JC-R	LIGHTING - MEMORIAL PARK
Total AMAZON			\$589.73		

Paid Chk#	046688	9/3/2020	ANOKA CO - ASSESSOR		
E 101-41500-302	Assessor Fees		\$12,529.00		2020 ASSESSMENT CONTRACT
Total ANOKA CO - ASSESSOR			\$12,529.00		

Paid Chk#	046689	9/3/2020	ANOKA COUNTY TREASURY		
E 101-41900-329	Cable/Internet		\$75.00	B200817W	SEP 2020 BROADBAND
E 101-42260-329	Cable/Internet		\$75.00	B200817W	SEP 2020 BROADBAND
E 101-43100-329	Cable/Internet		\$45.00	B200817W	SEP 2020 BROADBAND
E 101-45200-329	Cable/Internet		\$30.00	B200817W	SEP 2020 BROADBAND
Total ANOKA COUNTY TREASURY			\$225.00		

Paid Chk#	046690	9/3/2020	ARMOR SECURITY INC		
E 101-43100-400	General Maintenance		\$48.50	231146	KEYS - PUBLIC WORKS
Total ARMOR SECURITY INC			\$48.50		

Paid Chk#	046691	9/3/2020	ARTISAN BEER COMPANY		
E 609-00000-252	Beer Purchase		\$457.05	3432544	
E 609-00000-252	Beer Purchase		\$1,235.80	3433634	
Total ARTISAN BEER COMPANY			\$1,692.85		

Paid Chk#	046692	9/3/2020	AVESIS VISION PLAN		
E 101-41500-160	Health/Dental Insurance		\$22.08	2538139	SEP 2020 PREMIUM
E 101-43100-160	Health/Dental Insurance		\$8.36	2538139	SEP 2020 PREMIUM
E 101-45200-160	Health/Dental Insurance		\$5.58	2538139	SEP 2020 PREMIUM
E 609-00000-160	Health/Dental Insurance		\$28.66	2538139	SEP 2020 PREMIUM
Total AVESIS VISION PLAN			\$64.68		

Paid Chk#	046693	9/3/2020	BELLBOY CORPORATION		
E 609-00000-251	Liquor Purchase		\$1,351.76	0085381800	
E 609-00000-251	Liquor Purchase		\$109.55	0085382300	
E 609-00000-251	Liquor Purchase		\$490.98	0085384800	
E 609-00000-254	Miscellaneous Purchase		\$113.46	0101777200	
E 609-00000-254	Miscellaneous Purchase		(\$51.22)	0101800000	
E 609-00000-254	Miscellaneous Purchase		\$472.96	0101853300	
Total BELLBOY CORPORATION			\$2,487.49		

Paid Chk#	046694	9/3/2020	BLACK STACK BREWING, INC.		
E 609-00000-252	Beer Purchase		\$81.00	9252	
Total BLACK STACK BREWING, INC.			\$81.00		

Paid Chk#	046695	9/3/2020	BLAINE LOCK & SAFE		
E 101-43100-400	General Maintenance		\$36.00	28480	KEYS - PW
Total BLAINE LOCK & SAFE			\$36.00		

Paid Chk#	046696	9/3/2020	BREAKTHRU BEVERAGE MN		
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***Check Detail Register©**

September 2020

		Check Amt	Invoice	Comment
E 609-00000-251	Liquor Purchase	\$1,663.06	1081167555	
E 609-00000-251	Liquor Purchase	\$4,195.91	1081170984	
E 609-00000-253	Wine Purchase	\$1,749.78	1081170984	
E 609-00000-254	Miscellaneous Purchase	\$142.75	1081170984	
E 609-00000-252	Beer Purchase	\$84.50	1081170985	
E 609-00000-251	Liquor Purchase	\$821.29	1081170986	
Total BREAKTHRU BEVERAGE MN		\$8,657.29		
<hr/>				
Paid Chk# 046697	9/3/2020	BROKEN CLOCK BREWING		
E 609-00000-252	Beer Purchase	\$108.00	4070	
Total BROKEN CLOCK BREWING		\$108.00		
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Paid Chk# 046698	9/3/2020	CAPITOL BEVERAGE SALES		
E 609-00000-252	Beer Purchase	(\$30.00)	1322-00004	
E 609-00000-252	Beer Purchase	\$231.30	2448824	
E 609-00000-252	Beer Purchase	(\$249.30)	2448825	
E 609-00000-252	Beer Purchase	\$10,981.85	2449256	
E 609-00000-252	Beer Purchase	(\$120.00)	2449257	
E 609-00000-252	Beer Purchase	\$5,605.10	2452136	
Total CAPITOL BEVERAGE SALES		\$16,418.95		
<hr/>				
Paid Chk# 046699	9/3/2020	CENTENNIAL LAKES PD		
E 101-42110-230	Contracted Services	\$57,814.83		SEP 2020 MONTHLY POLICE SERVICES
Total CENTENNIAL LAKES PD		\$57,814.83		
<hr/>				
Paid Chk# 046700	9/3/2020	CLEAR RIVER BEVERAGE COMPANY		
E 609-00000-252	Beer Purchase	\$328.00	546987	
E 609-00000-252	Beer Purchase	\$1,106.00	547595	
Total CLEAR RIVER BEVERAGE COMPANY		\$1,434.00		
<hr/>				
Paid Chk# 046701	9/3/2020	DAHLHEIMER DISTRIBUTING		
E 609-00000-252	Beer Purchase	\$9,096.45	505-00136	
E 609-00000-252	Beer Purchase	\$12,824.87	50500177	
Total DAHLHEIMER DISTRIBUTING		\$21,921.32		
<hr/>				
Paid Chk# 046702	9/3/2020	EHLERS & ASSOC.		
E 320-41500-300	Professional Svcs	\$198.75	84307	TIF REPORTING
E 320-41500-300	Professional Svcs	\$1,312.50	84357	TIF REPORTING
Total EHLERS & ASSOC.		\$1,511.25		
<hr/>				
Paid Chk# 046703	9/3/2020	HOHENSTEINS INC		
E 609-00000-252	Beer Purchase	\$1,478.20	213753	
E 609-00000-252	Beer Purchase	\$2,646.20	214518	
Total HOHENSTEINS INC		\$4,124.40		
<hr/>				
Paid Chk# 046704	9/3/2020	JJ TAYLOR		
E 609-00000-252	Beer Purchase	\$4,022.70	3110743	
Total JJ TAYLOR		\$4,022.70		
<hr/>				
Paid Chk# 046705	9/3/2020	JOHNSON BROTHERS LIQUOR		
E 609-00000-251	Liquor Purchase	(\$1.21)	111227	
E 609-00000-253	Wine Purchase	\$647.41	1620831	
E 609-00000-251	Liquor Purchase	\$388.21	1620832	
E 609-00000-251	Liquor Purchase	\$3,951.35	1622064	
E 609-00000-253	Wine Purchase	\$1,410.32	1622065	
E 609-00000-254	Miscellaneous Purchase	\$44.16	1622066	

***Check Detail Register©**

September 2020

		Check Amt	Invoice	Comment
E 609-00000-253	Wine Purchase	\$3,109.23	1622067	
E 609-00000-251	Liquor Purchase	\$780.84	1622068	
E 609-00000-251	Liquor Purchase	\$222.82	1625566	
E 609-00000-253	Wine Purchase	\$810.36	1625567	
E 609-00000-254	Miscellaneous Purchase	\$44.16	1625568	
E 609-00000-251	Liquor Purchase	\$1,971.75	1626776	
E 609-00000-253	Wine Purchase	\$1,052.06	1626777	
E 609-00000-254	Miscellaneous Purchase	\$105.00	1626778	
E 609-00000-251	Liquor Purchase	\$2,608.83	1626779	
Total	JOHNSON BROTHERS LIQUOR	\$17,145.29		
<hr/>				
Paid Chk#	046706	9/3/2020	LINN BUILDING MAINTENANCE, INC	
E 609-00000-400	General Maintenance	\$321.38	31353	FLOOR MAINTENANCE - MLS
Total	LINN BUILDING MAINTENANCE, INC	\$321.38		
<hr/>				
Paid Chk#	046707	9/3/2020	M AMUNDSON LLP	
E 609-00000-256	Tobacco Products For Resale	\$2,891.08	306320	
Total	M AMUNDSON LLP	\$2,891.08		
<hr/>				
Paid Chk#	046708	9/3/2020	MKL SERVICES, LLC	
E 101-41500-400	General Maintenance	\$100.00	09032020	WEEK ENDING 08/22/2020
E 101-41500-400	General Maintenance	\$100.00	09032020	WEEK ENDING 08/29/2020
Total	MKL SERVICES, LLC	\$200.00		
<hr/>				
Paid Chk#	046709	9/3/2020	MN DEPT OF HEALTH	
G 730-23000	Water Testing	\$1,516.00		Q3 2020 WATER SUPPLY CONN. FEE
Total	MN DEPT OF HEALTH	\$1,516.00		
<hr/>				
Paid Chk#	046710	9/3/2020	MODIST BREWING COMPANY	
E 609-00000-252	Beer Purchase	\$338.00	E-15653	
Total	MODIST BREWING COMPANY	\$338.00		
<hr/>				
Paid Chk#	046711	9/3/2020	MSA PROFESSIONAL SERVICES	
E 101-41500-303	Engineering Fees	\$1,508.00	R10481000.0-8	GENERAL SERVICES
E 651-00000-303	Engineering Fees	\$2,929.00	R10481002.0-7	NPDES PHASE II MS4
E 730-00000-303	Engineering Fees	\$232.00	R10481023.0-3	WATER SUPPLY PLAN
E 101-41500-308	Consultant Fees	\$2,205.00	R10481025.0-2	2040 COMPREHENSIVE PLAN
G 101-22046	O'Reilly Escrow	\$3,570.00	R10481027.0-1	O'REILLY AUTO PARTS
G 101-22042	Dinkytown Rentals Escrow	\$393.00	R10481028.0-2	THE EPHESIANS PROJECT
G 220-22040	Dominium Escrow - Lovell Bldg	\$4,670.50	R10481030.0-1	LANDINGS OF LEXINGTON PROJECT
E 101-43100-303	Engineering Fees	\$1,653.00	R10481034.0-1	SALT SHED
G 101-22047	Norhart Development	\$9,902.65	R10481036.0-1	NORHART DEVELOPMENT
E 419-00000-303	Engineering Fees	\$7,615.76	R10481037.0-1	2019 JACKSON AVE IMPROVEMENTS
E 310-45200-530	Improvements Other Than Bldgs	\$636.00	R10481039.0-6	MEMORIAL PARK IMPROVEMENTS
E 730-00000-303	Engineering Fees	\$174.00	R10481040.0-4	GROSS ALPHA
Total	MSA PROFESSIONAL SERVICES	\$35,488.91		
<hr/>				
Paid Chk#	046712	9/3/2020	PAUSTIS & SONS	
E 609-00000-253	Wine Purchase	\$1,478.75	98342	
Total	PAUSTIS & SONS	\$1,478.75		
<hr/>				
Paid Chk#	046713	9/3/2020	PHILLIPS WINE AND SPIRITS INC	
E 609-00000-251	Liquor Purchase	\$208.67	6077113	
E 609-00000-251	Liquor Purchase	\$121.38	6077114	
E 609-00000-254	Miscellaneous Purchase	\$50.71	6077115	
E 609-00000-251	Liquor Purchase	\$503.20	6077852	

***Check Detail Register©**

September 2020

		Check Amt	Invoice	Comment
E 609-00000-253	Wine Purchase	\$205.63	6077853	
E 609-00000-254	Miscellaneous Purchase	\$31.21	6077854	
E 609-00000-251	Liquor Purchase	\$368.56	6080521	
E 609-00000-253	Wine Purchase	\$147.30	6080522	
E 609-00000-251	Liquor Purchase	\$575.33	6081283	
E 609-00000-253	Wine Purchase	\$1,579.59	6081284	
E 609-00000-253	Wine Purchase	\$73.21	6081285	
Total PHILLIPS WINE AND SPIRITS INC		\$3,864.79		
Paid Chk# 046714 9/3/2020 PRESS PUBLICATIONS				
E 320-41500-300	Professional Svcs	\$54.18	676424	TIF DISCLOSURE PUBLICATION
Total PRESS PUBLICATIONS		\$54.18		
Paid Chk# 046715 9/3/2020 RED BULL DISTRIBUTION CO.				
E 609-00000-254	Miscellaneous Purchase	\$408.00	K-99773603	
Total RED BULL DISTRIBUTION CO.		\$408.00		
Paid Chk# 046716 9/3/2020 ROCK GARDENS				
E 310-41500-520	Buildings and Structures	\$311.70	118650	NEW CITY SIGN
E 310-41500-520	Buildings and Structures	\$518.70	118653	NEW CITY SIGN
E 310-41500-520	Buildings and Structures	\$414.00	119060	NEW CITY SIGN
Total ROCK GARDENS		\$1,244.40		
Paid Chk# 046717 9/3/2020 SHAMROCK GROUP, INC.				
E 609-00000-257	Ice For Resale	\$184.35	2533404	
E 609-00000-257	Ice For Resale	\$97.50	2533673	
E 609-00000-257	Ice For Resale	\$141.26	2535703	
E 609-00000-257	Ice For Resale	\$38.79	2535983	
Total SHAMROCK GROUP, INC.		\$461.90		
Paid Chk# 046718 9/3/2020 SHERWIN WILLIAMS				
E 101-43100-404	Repair Machinery/Equipment	\$260.00	3189-3	EQUIPMENT REPAIR - PUMP
Total SHERWIN WILLIAMS		\$260.00		
Paid Chk# 046719 9/3/2020 SOUTHERN GLAZERS OF MN				
E 609-00000-251	Liquor Purchase	\$0.32	1983132	
E 609-00000-251	Liquor Purchase	\$1,737.95	1983133	
E 609-00000-254	Miscellaneous Purchase	\$41.28	1983134	
E 609-00000-253	Wine Purchase	\$411.52	1983135	
E 609-00000-251	Liquor Purchase	\$4,489.71	1985729	
E 609-00000-254	Miscellaneous Purchase	\$37.42	1985730	
E 609-00000-253	Wine Purchase	\$393.12	1985731	
E 609-00000-253	Wine Purchase	(\$40.00)	9219892	
Total SOUTHERN GLAZERS OF MN		\$7,071.32		
Paid Chk# 046720 9/3/2020 SPRINT				
E 101-43100-321	Telephone	\$38.10	495076029-21	JULY-AUG 2020 CELL SERVICE
E 101-45200-321	Telephone	\$38.10	495076029-21	JULY-AUG 2020 CELL SERVICE
E 651-00000-321	Telephone	\$19.05	495076029-21	JULY-AUG 2020 CELL SERVICE
E 730-00000-321	Telephone	\$47.62	495076029-21	JULY-AUG 2020 CELL SERVICE
E 770-00000-321	Telephone	\$47.63	495076029-21	JULY-AUG 2020 CELL SERVICE
Total SPRINT		\$190.50		
Paid Chk# 046721 9/3/2020 ST CLOUD REFRIGERATION				
E 609-00000-404	Repair Machinery/Equipment	\$940.81	W57283	COOLER REPAIRS
E 609-00000-404	Repair Machinery/Equipment	\$320.00	W57316	COOLER REPAIRS

***Check Detail Register©**

September 2020

		Check Amt	Invoice	Comment
Total ST CLOUD REFRIGERATION		\$1,260.81		
Paid Chk#	046722 9/3/2020	STACKED DECK BREWING		
E 609-00000-252	Beer Purchase	\$402.00	001108	
Total STACKED DECK BREWING		\$402.00		
Paid Chk#	046723 9/3/2020	STEEL TOE BREWING, LLC		
E 609-00000-252	Beer Purchase	\$204.00	35519	
Total STEEL TOE BREWING, LLC		\$204.00		
Paid Chk#	046724 9/3/2020	STRATUS BUILDING SOLUTIONS		
E 229-41590-495	CARES Expenses	\$520.00	2353	DISINFECTION - CITY HALL
Total STRATUS BUILDING SOLUTIONS		\$520.00		
Paid Chk#	046725 9/3/2020	TOSHIBA BUSINESS SOLUTIONS		
E 101-41500-350	Print/Binding	\$24.85	5329776	COPIER MAINTENANCE
Total TOSHIBA BUSINESS SOLUTIONS		\$24.85		
Paid Chk#	046726 9/3/2020	TWIST OFFICE PRODUCTS		
E 101-41500-200	Office Supplies	\$208.99	914472-0	OFFICE SUPPLIES
Total TWIST OFFICE PRODUCTS		\$208.99		
Paid Chk#	046727 9/3/2020	URBAN GROWLER BREWING CO.		
E 609-00000-252	Beer Purchase	\$100.00	E-27134	
Total URBAN GROWLER BREWING CO.		\$100.00		
Paid Chk#	046728 9/3/2020	WALTERS RUBBISH INC		
E 101-41500-384	Refuse/Garbage Disposal	\$66.95	4789707	AUG 2020 SERVICE
E 101-43100-384	Refuse/Garbage Disposal	\$40.70	4789707	AUG 2020 SERVICE
E 101-45200-384	Refuse/Garbage Disposal	\$40.72	4789707	AUG 2020 SERVICE
E 651-00000-384	Refuse/Garbage Disposal	\$7.75	4789707	AUG 2020 SERVICE
E 730-00000-384	Refuse/Garbage Disposal	\$52.32	4789707	AUG 2020 SERVICE
E 770-00000-384	Refuse/Garbage Disposal	\$52.32	4789707	AUG 2020 SERVICE
E 609-00000-384	Refuse/Garbage Disposal	\$108.39	4789707	AUG 2020 SERVICE
Total WALTERS RUBBISH INC		\$369.15		
10100 4M FUND		\$209,911.29		

Fund Summary

10100 4M FUND	
101 GENERAL FUND	\$91,429.14
220 LOVELL BUILDING	\$4,670.50
229 CARES ACT FUND	\$520.00
310 CAPITAL PROJECTS	\$1,880.40
320 TIF #3	\$1,565.43
419 19 JACKSON AVE	\$7,615.76
609 MUNICIPAL LIQUOR FUND	\$97,152.37
651 STORM WATER FUND	\$2,955.80
730 WATER FUND	\$2,021.94
770 SEWER FUND	\$99.95
	<hr/>
	\$209,911.29

Report Criteria:
 Report type: Summary

GL Period	Check Issue Date	Ck No	Payee	Description	Check Amount
08/20	08/12/2020	13343	FRATTALLONES HARDWARE, INC.	HOOKS, DISH SOAP	28.95- V
08/20	08/20/2020	13354	AMAZON	12 TIRES	2,547.16
08/20	08/20/2020	13355	ASPEN MILLS, INC	UNIFORM SHOES CHIEF	149.50
08/20	08/20/2020	13356	AWARDS BY HAMMOND, INC	SIGN CHIEF MORK	18.00
08/20	08/20/2020	13357	AXON ENTERPRISE, INC	BODYCAM, STORAGE PMT, CAMERA	5,276.00
08/20	08/20/2020	13358	CENTENNIAL UTILITIES	UTILITIES JULY	802.16
08/20	08/20/2020	13359	CONNEXUS ENERGY	ELECTRIC JULY	1,815.85
08/20	08/20/2020	13360	DEPUTY REGISTRAR #150	TABS UNMARKED	25.00
08/20	08/20/2020	13361	DON'S CIRCLE SERVICE	#115 EXPLORER FUEL GAUGE & PUM	1,122.67
08/20	08/20/2020	13362	GARY L FISCHLER & ASSOCIATES, PA	PRE-EMP OFFICER AL	650.00
08/20	08/20/2020	13363	MY HOLDINGS INC	TREATMENT FOR VIRUSES/BACTERI	168.00
08/20	08/20/2020	13364	OCCUPATIONAL HEALTH CENTERS	PRE EMP EXAM CP	474.50
08/20	08/20/2020	13365	OPTUM	MONTHLY SERVICE FEE JULY	18.75
08/20	08/20/2020	13366	QUILL LLC	COPY PAPER/ FILE FOLDERS/MISC	92.61
08/20	08/20/2020	13367	SUMMIT COMPANIES	ANNUAL SPRINKLER WET SYS INSP	330.00
08/20	08/20/2020	2020030	DEARBORN NATIONAL	ACH VOL LIFE RB ADJ	941.46
08/20	08/20/2020	2020031	HEALTH PARTNERS	ACH HEALTH INS SEPT	7,468.34
08/20	08/20/2020	2020032	OPTUM	ACH HSA CONTRIBUTION JM	666.68
Grand Totals:					<u>22,537.73</u>

Report Criteria:
Report type: Summary

GL Period	Check Issue Date	Ck No	Payee	Description	Check Amount
08/20	08/25/2020	13368	ANOKA CO TREASURY OFFICE	MHZ RADIO BATTERIES/ANTENNA	206.25
08/20	08/25/2020	13369	DON'S CIRCLE SERVICE	2020 EXPLORER OIL CHANGE	289.45
08/20	08/25/2020	13370	KENNEDY & GRAVEN, CHARTERED	JULY LEGAL CLAIM	1,002.50
08/20	08/25/2020	13371	MY HOLDINGS INC	TREATMENT FOR VIRUSES/BACTERI	168.00
08/20	08/25/2020	13372	OCCUPATIONAL HEALTH CENTERS	PRE EMP EXAM LL	474.50
08/20	08/25/2020	13373	OFFICE OF MN IT SERVICES	WAN SERVICES JULY	40.60
08/20	08/25/2020	13374	POPP COMMUNICATIONS	DSL LINE FOR WIFI	70.90
08/20	08/25/2020	13375	STREICHER'S, INC	COLLAR INSIGNIA STARS	15.98
Grand Totals:					<u>2,268.18</u>

 **MSA** Memo

To: City Administrator and Lexington City Council
From: Steve Winter, PE, Consulting City Engineer
Subject: Lexington Lofts – Final Plat Review
Date: August 25, 2020

We reviewed the final plat for Lexington Lofts at Lexington. The final plat application was submitted on August 20, 2020.

The construction drawings/plans shall be modified to reflect the same drainage and utility easements dedicated in the final plat. This can be completed in the as-constructed plans required at the end of the project that are submitted to the City.

The Development Agreement should be in place before the final plat is signed. The City Attorney has addressed the “defects” in the final plat and how they will be fixed in the future.

The Final Plat does meet Findings Required of Chapter 12 of the Subdivision Regulation (Platting). We recommend the approval of the Final Plat with the completed Development Agreement and item listed above.

City of Lexington

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

APPLICATION FOR CONSIDERATION OF PLANNING REQUEST

Street Location of Property: 9000 & 9001 Griggs Ave, Lexington MN 55025

Legal Description of Property: Lexington Center 2nd Addition Outlots B & C, Lots 13, 14, 15 & Gerald Ave

Owner:

Name: Lexington Lofts, LLC Phone: (651) 353-0914

Address: 290 9th Ave SW, Suite 311

City: Forest Lake State: MN Zip: 55025

Applicant (If Other than Owner):

Name: Marie Dickover Phone: (612) 702-0315

Address: 290 9th Ave SW, Suite 311

City: Forest Lake State: MN Zip: 55025

Type of Request: Variance Conditional Use Permit Rezoning Zoning Permit

Preliminary Plat Final Plat Grading Permit Site Plan Review

Description of Request: We are requesting approval of the final Lexington Lofts plat.

Reason for Request: To move forward with the construction of Lexington Lofts Apartment buildings.

Present Zoning Classification: Current: M-1 and R-3

Existing Use of Property: Vacant & Park

Has a permit for a rezoning, variance, appeal or conditional use permit on the subject site or any part thereof been previously sought? Yes When? Feb 2020

DISCLAIMER

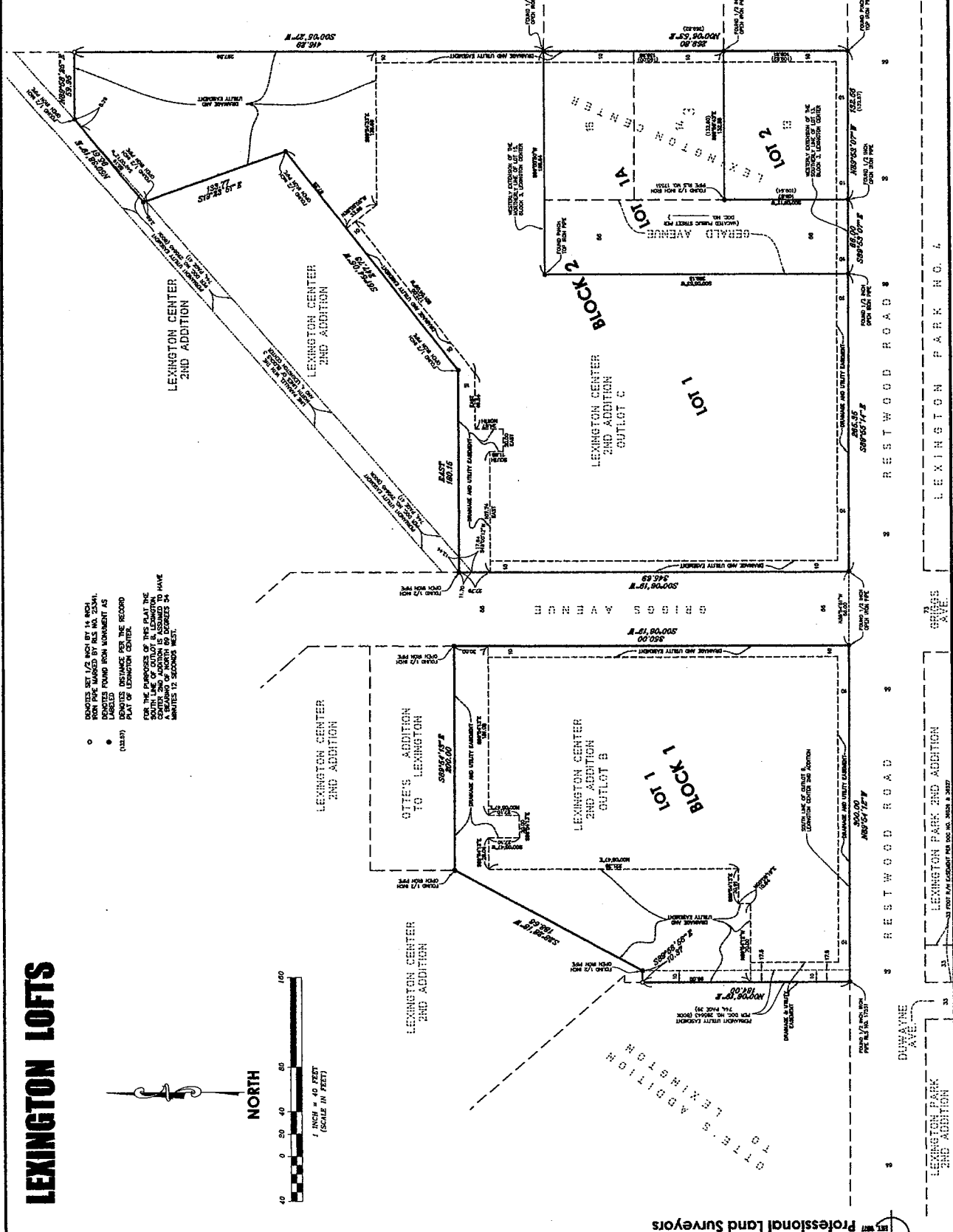
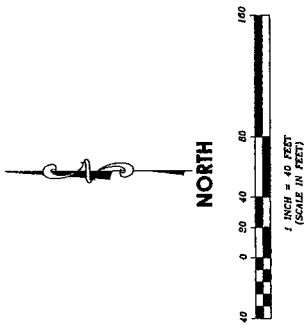
The fee charged for rezoning, variance, appeal or conditional use permit is nonrefundable. Upon signing below the applicant is acknowledging they have read and understand this.


Signature of Applicant

8/20/2020
Date

LEXINGTON LOFTS

- POINTS SET 1/2 INCH BY 1/4 INCH IRON PIPE MARKED BY A.S. NO. 33341.
 - POINTS FOUND IRON MONUMENT AS SHOWN.
 - (12345) POINTS REASURE PER THE RECORD PLAN OF LEXINGTON CENTER.
- FOR THE PURPOSES OF THIS PLAN THE SOUTH LINE OF OUTLOT B, LEXINGTON CENTER, IS THE SOUTH LINE OF THE 12345 MONUMENT AS SHOWN ON A PLAT OF NORTH 80 DEGREES 24 MINUTES 12 SECONDS WEST.



LEXINGTON LOFTS

KNOW ALL PERSONS BY THESE PRESENTS, that Lexington Lofts, LLC, a Minnesota limited liability company, owner and Central
 All Credit Union, a Minnesota corporation, mortgagee of the following described property:

Quadrants 8 and 9, LEXINGTON CENTER 2ND ADDITION,
 Terminal Property Tax Certificate No. 143713
 Lot 13, Block 3, LEXINGTON CENTER,
 Anoka County, Minnesota
 Lot 14 and 15, Block 3, LEXINGTON CENTER,
 Anoka County, Minnesota.

That portion of recorded Grand Avenue as depicted on the plat of LEXINGTON CENTER described as being
 South and East of Quads 8, LEXINGTON CENTER 2ND ADDITION, lots between the westerly boundary of 24
 1/2 Block 3, LEXINGTON CENTER, Anoka County, Minnesota, and the westerly extension of the Subdivided line of lot
 13, Block 3, LEXINGTON CENTER, Anoka County, Minnesota.

Have caused the same to be prepared and signed as LEXINGTON LOFTS and do hereby dedicate to the public for public
 use the easements and utility easements as shown on this plat.

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

Michael Kuehling, Chief Executive Officer

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by Michael Kuehling, Chief Executive
 Officer of Lexington Lofts, LLC, a Minnesota limited liability company, on behalf of the company.

_____, (Signature)

_____, County, Minnesota

My Commission Expires _____

In witness whereof said Central All Credit Union, a Minnesota Corporation, has caused these presents to be signed by its proper
 officer on this _____ day of _____, 20____.

CENTRAL ALL CREDIT UNION

Chris Stueley, Commercial Banking Officer

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by Chris Stueley, Commercial
 Banking Officer, of Central All Credit Union, a Minnesota Corporation, on behalf of the corporation.

_____, (Signature)

_____, County, Minnesota

My Commission Expires _____

City of Lexington
 County of Anoka
 Sec. 35, T31, R23

I, Donald W. Schaeffer, do hereby certify that this plat was prepared by me or under my direct supervision, that I am duly
 Licensed Land Surveyor in the State of Minnesota, that this plat is correct, conforms to the provisions of the Minnesota
 Subdivision Law and is a true and correct copy of the original plat as recorded in the office of the County Recorder of
 Anoka County, Minnesota, and that all monuments depicted on this plat have been set and are in place and correct
 as of the date of this certificate or shown and labeled on this plat, and all public ways are shown and labeled on this plat.
 Dated this _____ day of _____, 20____.

Donald W. Schaeffer, Licensed Land Surveyor

Minnesota License No. 224341

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by Donald W.
 Schaeffer.

_____, (Signature)

_____, County, Minnesota

My Commission Expires _____

CITY COUNCIL, CITY OF LEXINGTON, MINNESOTA

The plat of LEXINGTON LOFTS was approved and accepted by the City Council of the City of Lexington, Minnesota, at a
 meeting held on the _____ day of _____, 20____, and said plat is in compliance
 with the provisions of the Minnesota Subdivision Law, Section 562.02, Subd. 2, _____, 20____.

City Council, City of Lexington, Minnesota

By _____ Mayor

By _____ Clerk

COUNTY RECORDER

I hereby certify that in accordance with Minnesota Statutes, Section 562.021, Subd. 11, this plat has been reviewed and
 approved on this _____ day of _____, 20____.

Charles F. Olson

Anoka County Surveyor

COUNTY AUDITOR/TREASURER

I hereby certify that this plat of LEXINGTON LOFTS was filed in the office of the County Recorder/Registrar of Titles for
 Anoka County, Minnesota, on this _____ day of _____, 20____, at _____ o'clock _____ M., and was duly recorded as
 Document Number _____.

Property Tax Administrator

By _____ Deputy

COUNTY RECORDER/REGISTRAR OF TITLES

COUNTY OF ANOKA, STATE OF MINNESOTA

I hereby certify that this plat of LEXINGTON LOFTS was filed in the office of the County Recorder/Registrar of Titles for
 Anoka County, Minnesota, on this _____ day of _____, 20____, at _____ o'clock _____ M., and was duly recorded as
 Document Number _____.

County Recorder/Registrar of Titles

By _____ Deputy

COUNTY RECORDER/REGISTRAR OF TITLES

COUNTY OF ANOKA, STATE OF MINNESOTA

I hereby certify that this plat of LEXINGTON LOFTS was filed in the office of the County Recorder/Registrar of Titles for
 Anoka County, Minnesota, on this _____ day of _____, 20____, at _____ o'clock _____ M., and was duly recorded as
 Document Number _____.

County Recorder/Registrar of Titles

By _____ Deputy



MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM: KURT GLASER, CITY ATTORNEY
SUBJECT: LEXINGTON LOFTS – FINAL PLAT APPROVAL
DATE: AUGUST 28,2020

SUMMARY: Request to approve Final Plat for Lexington Lofts. Staff recommends approval.

COUNCIL ACTION: Motion to approve Resolution 20-19.

DOCUMENTS:

1. Memorandum from City Engineer recommending to approval final plat
2. Resolution 20-19 (2 pages)
3. Flat Plat for Lexington Lofts (2 pages)

CITY OF LEXINGTON COUNTY OF ANOKA STATE OF MINNESOTA

RESOLUTION #20-19

A RESOLUTION ADOPTING FINAL PLAT FOR LEXINGTON LOFTS

WHEREAS, LEXINGTON LOFTS, LLC, (“Applicant”), seeks to combine the following parcels into a single Plat, the Lexington Lofts (the “Subject Parcels”):

TRACT 1:

Parcel 1:

Outlots B and C, Lexington Center 2nd Addition. Anoka County, Minnesota. Torrens Property.

Parcel 2:

Lot 13, Block 3, Lexington Center. Anoka County, Minnesota. Torrens Property.

Parcel 3:

Easement for the benefit of Outlot C of Parcel 1 as created in Declaration Access Easement dated October 30, 2015, filed November 5, 2015, as Document No. 534589.001 for pedestrian and vehicular ingress and egress purposed.

TRACT II:

Lot 14, Block 3, Lexington Center. Anoka County, Minnesota. Torrens Property.

TRACT IV:

Parcel 1:

Lot 15, Block 3, Lexington Center. Anoka County, Minnesota. Torrens Property.

Parcel 2:

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. Anoka County, Minnesota.
Torrens Property.

All parcels are subject to easements of record.

WHEREAS, Applicant obtained preliminary approval for the Plat, Lexington Lofts, on November 7, 2019.

WHEREAS, In a memorandum dated, August 25, 2020, the City Engineer gave his approval that the Final Plat for Lexington Lofts met the requirements of the City's Code of Ordinances.

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

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

- A. The Final Plat must be recorded before all other property interests or encumbrances.
- B. The Final Plat must be recorded simultaneous to the Conditional Use Permit, and the Subdivision and Development Agreement governing the development of Lexington Lofts.

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

1. APPROVES the Final Plat for Lexington Lofts subject to the following conditions:
 - a. The Final Plat must be recorded before all other property interests or encumbrances.
 - b. The Final Plat must be recorded simultaneous to the Conditional Use Permit, and the Subdivision and Development Agreement governing the development of Lexington Lofts.
2. The City Administrator shall determine when any conditions set forth in the Development Agreement have been satisfied. Once the conditions have been satisfied, he shall author a letter certifying satisfaction of these conditions.
3. Applicant is authorized to File and Record the Final Plat for Lexington Lofts with Anoka County after receiving written certification from the City Administrator.

PASSED AND DULY ADOPTED this 3rd day of September 2020 by the City Council of the City of Lexington.

Mike Murphy, Mayor

Attest:

Bill Petracek, City Administrator

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM: KURT GLASER, CITY ATTORNEY
SUBJECT: LEXINGTON LOFTS – CONDITIONAL USE PERMIT
DATE: AUGUST 28,2020

SUMMARY: Request to approve Conditional Use Permit for Lexington Lofts. Staff recommends approval.

COUNCIL ACTION: Motion to approve Resolution 20-20.

DOCUMENTS:

1. Resolution 20-20 (1 page)
2. Conditional Use Permit for Lexington Lofts (3 pages)

CITY OF LEXINGTON
COUNTY OF ANOKA
STATE OF MINNESOTA

RESOLUTION #20-20

A RESOLUTION ADOPTING CONDITIONAL USE PERMIT FOR
LEXINGTON LOFTS

WHEREAS, LEXINGTON LOFTS, LLC, (“Applicant”), sought a Planned Unit Development regarding the Plat for Lexington Lofts, as a condition of its approval the Council did find the need for a Conditional Use Permit.

WHEREAS, The City Council considered the impacts from the proposed development plans for the Lexington Lofts. The Council found that for the efficient parking of vehicles on the public roadways, it is necessary to maximize the amount of vehicle parking on Lexington Lofts site. The Council finds it necessary to accomplish this goal by imposing conditions related to the variances granted in the Planned Unit Development which reduced the number of parking stalls required on that site. Those conditions have been set forth in a Conditional Use Permit.

WHEREAS, The proposed Conditional Use Permit is attached to this Resolution.

WHEREAS, City Staff and Consultants RECOMMEND the City Council APPROVE this Conditional Use Permit governing the Plat for Lexington Lofts.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lexington, Minnesota does APPROVE the attached Conditional Use Permit.

PASSED AND DULY ADOPTED this 3rd day of September 2020 by the City Council of the City of Lexington.

Mike Murphy, Mayor

Attest:

Bill Petracek, City Administrator



CITY OF LEXINGTON
ANOKA COUNTY, MINNESOTA
APPROVAL OF CONDITIONAL USE PERMIT

Subject to the terms and conditions set forth herein, the City of Lexington (“City”) hereby grants approval of a **CONDITIONAL USE PERMIT** (“Permit”).

1. **Permittee.** The Permittee is required to meet the conditions of this Permit.

The Permittee is the owner(s) of the Permitted Property. Additionally, the Permittee is responsible for adherence to this Permit by third-parties operating a commercial enterprise on the Permitted Property.

2. **Permitted Property.** The Permit governs the following property, legally described as:

The Plat for Lexington Lofts, City of Lexington, County of Anoka, State of Minnesota.

3. **Recitals.**

On October 7, 2019, the City approved a Planned Unit Development governing what is now the Permitted Property. That Planned Unit Development granted variances from the performance standards required by law. In particular, it

granted variances lowering the number of parking stalls required for the number of apartment units to be constructed on the property and reducing the dimensions of those parking stalls. That variance is the subject of this Permit. The aforementioned variances granted in that Planned Unit Development are conditioned on adherence to this Permit.

4. **Permit and Conditions.** The Permitted Property must be maintained the aforementioned conditions. The Permittee is the responsible party for maintaining the aforementioned conditions.

- a) Maintain the conditions of the Planned Unit Development for the Permitted Property.
- b) Maintain the approved parking as to the size, location, and number of parking stalls. Maintain parking or storage of vehicles only in these approved locations and parking stalls.
- c) Maintain the Permitted Property in such condition that parking or storage of vehicles may only be offered for let, lease, or rent (“rented parking”) on the Permitted Property to legal residents who occupy a building on the Permitted Property.
- d) Maintain pro rata occupancy of rented parking stalls equal to 90% or greater than the number of apartment units occupied on the Permitted Property. If this threshold is not maintained, the price of rented parking stalls shall be reduced.
- e) Maintain the Permitted Property in such condition that, pursuant to this Permit, the City has the right to order a reduction of the price of rented parking stalls in order to achieve the aforementioned threshold. The City may only do so as follows:
 - i. Upon the City’s discovery of a defect in satisfying the threshold requirement, the City shall provide notice of this defect to the Permittee. From the date when notice is sent, there shall be a period of thirty-days to cure that defect. Thereafter, if the defect is not cured, the amount for reducing the price of rented parking stalls shall be fixed at 10% of the last purchased price as determined from the date when the defect was discovered. The price of rented parking stalls shall be reduced by this amount for successive thirty-day periods until the defect is cured.
 - ii. If the City is required to order price reductions pursuant to this subparagraph (d), the Permittee shall reimburse the City for its reasonable expenditures in this pursuit.
- f) Maintain the Permitted Property in such a condition as to grant a perpetual license of entry and right of inspection in favor of the City for the purpose of auditing the

conditions set forth in this Permit. This license of entry and right of inspection includes, but is not limited to the following:

- i. The City may physically inspect the parking areas on, or inside any building on the Permitted Property without a search warrant; and,
- ii. Upon request to the Permittee, the City shall be provided with physical or electronic business records as may be required for the audit, and the Permittee shall honor the request within three business days.
- g) For purposes of this Permit, the terms “occupy”, or “occupancy” of an apartment located on the Permitted Property shall be demonstrated by a bona fide leasehold interest in an apartment unit.

4. Penalty. In addition to any civil or equitable remedies available to the City for violation of the terms of this permit, violation of the terms of this Permit by the Permittee is also a criminal misdemeanor.

CITY OF LEXINGTON

BY:

Mike Murphy, Mayor

Attest: _____
Bill Petracek, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing was acknowledged before me this ___ day of August 2020. by Mark Murphy, Mayor and Bill Petracek, City Administrator of the City of Lexington, a Minnesota municipal corporation, on behalf of the corporation and pursuant to authority granted by its City Council.

Notary Public

Drafted by:
Kurt B. Glaser
City Attorney
Smith & Glaser, LLC
333 Washington Avenue
405 Union Plaza
Minneapolis, Minnesota 55401

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: KURT GLASER, CITY ATTORNEY

SUBJECT: O'REILLY AUTO PARTS – DEVELOPMENT AGREEMENT APPROVAL

DATE: AUGUST 28, 2020

SUMMARY: Request to approve Development Agreement for O'Reilly Auto Parts. Staff recommends approval.

COUNCIL ACTION: Motion to approve Subdivision and Development Agreement between the City of Lexington and O'Reilly Enterprises, LLC.

NOTE: The attached document will be slightly revised between the version contained in this Council Packet and the Council meeting. Staff is trying to assist the Developer with a timing issues by including this version of the document.

DOCUMENTS:

1. Subdivision and Development Agreement between the City of Lexington and O'Reilly Enterprises, LLC.

DEVELOPMENT & SUBDIVISION AGREEMENT

BY AND BETWEEN
THE CITY OF LEXINGTON, MINNESOTA
AND O'REILLY AUTO ENTERPRISES, I.L.C

Effective
MONTH ##, 2020

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DEVELOPMENT & SUBDIVISION AGREEMENT

Lexington Center 3rd Addition, Lot 1- Block 1

THIS DEVELOPMENT & SUBDIVISION AGREEMENT (“Agreement”) effective MONTH ##, 2020, by and between the **CITY OF LEXINGTON**, a Minnesota municipal corporation (“City”); and **O’REILLY AUTO ENTERPRISES, LLC**, a Missouri limited liability company, operating as a foreign corporation in the State of Minnesota, (the “Developer”).

1. REQUEST FOR PLAT AND DEVELOPMENT APPROVAL. The Developer has asked the City to approve a final plat for Lexington Center 3rd Addition, Lot 1- Block 1 (referred to in this Agreement as the “Final Plat”). The land (“Land”) is situated in the County of Anoka, State of Minnesota, and is legally described on the attached Exhibit A, including easements described therein. Developer intends to construct an O’Reilly Auto Parts store and supporting infrastructure on the Land (the “Project”).

2. CONDITIONS OF PLAT AND DEVELOPMENT APPROVAL. This Agreement serves as the Master Agreement for the development of Lexington Center 3rd Addition, Lot 1- Block 1.

The City Council approved the Preliminary Plat for this Project on January 18, 2018. The law requires approval of the Final Plat from this Preliminary Plat within one year of that date unless that period is expressly extended by the City Council. By this Agreement, the City Council extends the period for approval of the Final Plat for this Project to accommodate the approvals herein.

At such time as the City approves the Final Plat, the Developer furnishes the Security (as hereinafter defined), and the City Administrator certifies same, 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 and reports 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. Final Plans for Outlot A, Lexington Center, 2nd Addition:
 - a. Utilities site plan, US1, revision dated: 7/15/2020.
 - b. Construction plans,
 - i. C1.2, C1.5, C2.1, C2.2, revision dated: 7/15/2020.
 - ii. C1.1, C1.3, C1.4, C1.6, revision dated: 7/23/2020.
- B. Stormwater Management and Drainage Report, date 7/23/2020.
- C. Any “as built” or “as constructed” plans as required by this Agreement.
- D. Such other plans or plan revisions 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. Rice Creek Watershed District – General Permit for Development Activity
- D. Rice Creek Watershed District – Operations and Maintenance Agreement
- E. City of Lexington - Building Permit for construction
- F. City of Lexington - Grading Permit for land disturbing activities.
- G. City of Lexington - Permits for work within the Right-of-Way utilities such as gas, phone, electric, cable TV
- H. Anoka County Highway Department - Permits for work within the Right-of-Way
- I. Anoka County Highway Department - Permits for traffic obstruction

Commented [KG1]: Please provide a final version all of these permits for legal review, except the City issued permits, and the County traffic obstruction permit.

Please advise if any of these do not apply to your project.

8. **TIME OF PERFORMANCE.** The Developer shall install all required Improvements, with the exception of the final wear course of asphalt (if applicable), by July 1, 2021. 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.

Commented [KG2]: Please comment about whether this date is appropriate.

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 city streets except as necessary to enter the site, and to approach and leave the site using South Highway Drive via either Griggs or Restwood Avenues. Delivery vehicles waiting to enter the site shall not idle, stand, or park on any city street in an area with 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 any ponds, facilities, stormwater improvements, 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 E. 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, 2022, and automatically renewing thereafter unless notice of termination is provided to the City at least forty-five (45) days prior to the end of the term or any renewal date. The notice given must comply with the formal Notice provisions

of this agreement. Individual security instruments may be for shorter terms provided they are replaced at least thirty (30) days prior to their expiration. The City may draw down the Security, 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 applicable fees which shall apply to plat development for this Project are set forth in Exhibit E. All fees 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 is grounds for denial of building permits or a certificate of occupancy.

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.

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

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:

O'Reilly Auto Enterprises, LLC
Attention: Scott Kraus
233 South Patterson
Springfield, Missouri 65802

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.

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

**SIGNATURE PAGE TO SUBDIVISION AGREEMENT
Lexington Center 3rd Addition, Lot 1- Block 1**

CITY OF LEXINGTON

BY: _____
Mike Murphy, Mayor

AND: _____
Bill Patracek, City Administrator

[REMAINDER OF PAGE LEFT BLANK]

SIGNATURE PAGE TO SUBDIVISION AGREEMENT
Lexington Center 3rd Addition, Lot 1- Block 1

DEVELOPER:

O'REILLY AUTO ENTERPRISES, LLC

ITS:[*INSERT TITLE OF SIGNATORY HERE*]

BY: _____
[*INSERT PRINTED NAME OF SIGNATORY HERE*]

[REMAINDER OF PAGE LEFT BLANK]

EXHIBIT "A" TO SUBDIVISION AGREEMENT

Lexington Center 3rd Addition, Lot 1- Block 1

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

Original Legal Description at time of Plat application:

Outlot A, Lexington Center 2nd Addition.
Anoka County, Minnesota, Torrens Property

Proposed Plat legal description:

Lexington Center 3rd Addition, Lot 1- Block 1
Anoka County, Minnesota, Torrens Property

[REMAINDER OF PAGE LEFT BLANK]

EXHIBIT "B" TO SUBDIVISION AGREEMENT

Lexington Center 3rd Addition, Lot 1- Block 1

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 O'Reilly Auto Enterprises, 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:

(X) Any Auto

LIMITS: [Minimum]

Bodily Injury:

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

Property Damage:

\$500,000 each occurrence

-OR-

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

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

If so, list: Amount: \$ _____
[Not to exceed \$1,000]

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

Dated at _____ On _____

BY: _____
Authorized Insurance Representative

EXHIBIT "D" TO SUBDIVISION AGREEMENT

Lexington Center 3rd Addition, Lot 1- Block 1



AndersonEngineeringInc.com
 3213 S. West Hypociss
 Springfield, MO 65807
 417-828-2741

July 28, 2020

O'Reilly Auto Parts
 Lexington, MN

As requested by the city of Lexington MN, the following is a proposed construction cost estimate for the public improvements for the O'Reilly Auto Parts development in Lexington, MN.

Public Improvement Cost Estimate				
Description	Unit	Unit Cost	Proposed Amount	Amount
Water Main Connection	EA	\$1,700.00	1	\$ 1,700.00
Hydrant	EA	\$3,300.00	1	\$ 3,300.00
6" Class 200 PVC Waterline	LF	\$36.00	250	\$ 9,500.00
6" Gate Valve	EA	\$975.00	1	\$ 975.00
6"X6" Tee	EA	\$900.00	1	\$ 900.00
6" 45° Wye	EA	\$60.00	5	\$ 300.00
6" End Cap	EA	\$675.00	1	\$ 675.00
3/4" RUI Rock	Ton	\$40.00	48.0	\$ 1,920.00
Trench Backfill	CY	\$30.00	130	\$ 3,900.00
Permeous Pavers	SQFT	\$10.00	13,741	\$ 135,410.00
Turf Establishment & Landscaping (Per Architect)	EA	\$18,000.00	1	\$ 18,000.00
Stormwater Inlet	EA	\$2,000.00	1	\$ 2,000.00
12" RCP Pipe	LF	\$50.00	60	\$ 3,000.00
12" HDPE Pipe	LF	\$2.50	445	\$ 1,112.50
6" Perforated HDPE Pipe	LF	\$0.75	252	\$ 261.00
Driveway Entrances	EA	\$2,000.00	2	\$ 4,000.00
			Total	\$ 186,856.80

The above estimate is based upon the future Public Improvements proposed for the new O'Reilly Auto Parts Store in Lexington, MN. The above estimate is based upon the plans dated 07-23-2020 which were approved by the City of Lexington. Please contact us with any questions or concerns.

Sincerely,

Paul J Engel, P.E.
 President
 Anderson Engineering

PROFESSIONAL ENGINEER
 My seal and this plan, specification, report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
 My Name: Paul Engel
 Signature: [Signature]
 Date: 7-28-20 License # 155550

Commented [KG3]: Please provide a copy of this table in Excel for insertion here.

EXHIBIT "E" TO SUBDIVISION AGREEMENT

Lexington Center 3rd Addition, Lot 1- Block 1

Security & Fees

[*Staff is still preparing this table of fees.]



Lexington Fire Department
Lexington Avenue, Lexington MN 55014
City (763)784-2792 Fax (763)785-8951 Cell (612)369-0049
Chief Gary G. Grote

August 20, 2020

Bill Petracek
City Administrator

RE: Recommendation to Hire a Firefighter

David Hults III has applied to the City of Lexington for a position of firefighter. David Hults III background check was performed with no issues noted, he passed the physical agility exercise, passed the drug test and was sent to Martin-McAllister for the psychological background test and was recommended. I would like to make a recommendation to the Lexington City Council to hire applicant David Hults III as a firefighter.

Thank you,
Lexington Fire
Chief

A handwritten signature in cursive script that reads "Gary Grote".

Gary Grote

CONSTITUTION WEEK PROCLAMATION

WHEREAS: September 17, 2020, marks the two hundred and thirty-third anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Mike Murphy by virtue of the authority vested in me as Mayor of the City of Lexington, Minnesota do hereby proclaim the week of September 17 through 23 as **CONSTITUTION WEEK**

AND ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 3rd day of September of the year of our Lord two thousand and twenty.

Signed _____
Mike Murphy, Mayor

SEAL Attest _____

