

**AGENDA
CITY OF LEXINGTON
REGULAR COUNCIL MEETING
JULY 1, 2015 – 7:00 P.M.
9180 LEXINGTON AVENUE**

1. CALL TO ORDER: – Mayor Kurth

- A. Roll Call - Council Members: DeVries, Hughes, Payment, Plasch

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. CENTERPOINT ENERGY COMMUNITY PARTNERSHIP
GRANT TO THE LEXINGTON FIRE DEPARTMENT**

pp. 1-2

5. INFORMATIONAL REPORTS:

- A. Airport (Councilmember Plasch)
B. Cable Commission (Councilmember Payment)
C. City Administrator (Bill Petracek)

6. LETTERS AND COMMUNICATIONS:

- A. Public Notice – Closed Executive meeting – July 1, 2015
B. Council Workshop meeting minutes – June 18, 2015
C. Federal Emergency Management Agency - Federal Flood Hazard
Determination
D. CLPD – Notice of successful tobacco compliance check
E. Anoka County Solid Waste Abatement – Recycling Awards

pp. 3

pp. 4

pp. 5-6

pp. 7

pp. 8-9

Consent Agenda:

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

7. CONSENT ITEMS:

- A. Recommendation to Approve Council Minutes:
Council Meeting – June 18, 2015 pp. 10-14
- B. Recommendation to Approve Claims and Bills: pp. 15-29
 - Check #'s 13391 through 13393
 - Check # 39682
 - Check #'s 39683 through 39727
 - Check #'s 10426 through 10444
- C. Recommendation to approve Business License Renewals pp. 30

Action Items:

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

8. ACTION ITEMS:

- A. Recommendation to approve Paster Properties Site Agreement pp. 31-39
- B. Recommendation to approve Resolution NO. 15-19 A Resolution
Receiving Feasibility Report – South Highway/Service Drive pp. 40-50
- C. Recommendation to approve Resolution NO. 15-20 A Resolution
Accepting a Bid – Flowerfield Road and South Highway/Service Drive pp. 51
- D. Recommendation to approve Ordinance NO. 15-09 An Ordinance
Amending City Code Chapter 5 pp. 52-54

9. MAYOR AND COUNCIL INPUT

10. MOVE TO CONVENE REGULAR COUNCIL MEETING TO CLOSED SESSION

11. CLOSED EXECUTIVE SESSION


- A. The purpose is to discuss Union Contract Negotiations.

12. MOVE TO RECONVENE REGULAR COUNCIL MEETING

- A. Approval of Collective Bargaining Agreement 5/1/2015-4/30/2018
- B. Approval of Non-Union Salary Increases
- C. Approval of Management Insurance Benefits

13. ADJOURNMENT

/mv

To: Mayor Kurth and City Council
From: Bill Petracek, City Administrator 
Date: June 25, 2015
Re: Centerpoint Energy Community Partnership Grant

The Lexington Fire Department has received a grant in the amount \$2,500 from Centerpoint Energy for the purpose of purchasing a hose tester. It is standard procedure for the a representative from Centerpoint Energy to present the check to a member of the fire department at a City Council meeting.

Bob Korthels will represent Centerpoint Energy and will be present to award the check to the fire chief. Members of the fire department will be present as well to receive the check. I have included a copy of the email announcing the grant award to the City of Lexington.

Bill Petracek

From: Brown, Beth A [beth.brown@centerpointenergy.com] on behalf of Krause, Nora Jean [jean.krause@centerpointenergy.com]
Sent: Thursday, May 07, 2015 1:49 PM
To: bplexington@comcast.net; lexingtonmnfirechief@comcast.net
Subject: CenterPoint Energy Community Partnership Grant

Thank you for submitting an application for a CenterPoint Energy Community Partnership Grant.

I am pleased to inform you that a grant in the amount of \$2,500 has been awarded to the City of Lexington for a fire hose tester.

We would appreciate the opportunity to present the Community Partnership Grant check at a council meeting in June, July or August.

Please provide the following information via fax to Community Relations at 612-321-4812.

June, July and August Council meetings:

Dates:

Time:

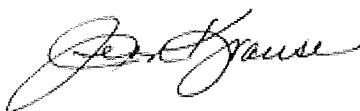
Location:

Name of contact and phone number to schedule attendance:

We will coordinate with a CenterPoint Energy representative to attend and present the Community Partnership Grant check.

Congratulations and thank you for making safety a top priority in your community.

Sincerely,



Jean Krause
Director, Community Relations

PUBLIC NOTICE

CITY OF LEXINGTON
COUNTY OF ANOKA
STATE OF MINNESOTA

TO WHOM IT MAY CONCERN:

Notice is hereby given, the Lexington City Council and the City Administrator will meet in Closed Executive Session with legal counsel for the City, during the Council Meeting on Wednesday, July 1, 2015. The Council will convene directly after Mayor & Council Input. The Council will re-convene to adjourn the Council meeting directly afterwards. The meeting will take place at Lexington City Hall, Conference Room, 9180 Lexington Avenue, Lexington, MN.

- **The purpose is to discuss ASCFME Collective Bargaining Agreement**

Tina Northcutt
Finance Director

POSTED: June 24, 2015

**CITY OF LEXINGTON
WORKSHOP MINUTES
Thursday, June 18, 2015
Immediately following Council meeting
City Hall**

1. Call to Order: Mayor Kurth at 8:20 pm on June 18, 2015

2. Roll Call: Present: Devries – Hughes – Plasch – Payment

Also present: Bill Petracek, City Administrator; Kurt Glaser, City Attorney.

3. Discussion Items:

A. Discuss Liquor Licensing Penalties – City of Coon Rapids Alcoholic Beverage Ordinance.

Attorney Glaser provided an explanation to the City of Coon Rapids Alcoholic Beverage liquor license violations process. Discussion ensued.

Councilmember Devries asked to have a discussion item on the July workshop to talk about noise ordinance violations. Discussion ensued.

4. Staff Input

Petracek explained to the Council that they are having some struggles of implementing the rental housing inspection program with Inspectron Inc. Discussion ensued.

5. Council Input

No Council input

6. Adjourn

A motion was made by Councilmember Hughes to adjourn at 9:18 p.m. The motion was seconded by Councilmember Payment. Motion carried unanimously 5-0



Federal Emergency Management Agency

Washington, D.C. 20472

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
206-CW

June 16, 2015

The Honorable Mark Kurth
Mayor, City of Lexington
City Hall
9180 Lexington Avenue
Lexington, Minnesota 55014

Community: City of Lexington,
Anoka County, Minnesota
Community No.: 270014
Map Panels Affected: See FIRM Index

Dear Mayor Kurth:

This is to formally notify you of the final flood hazard determination for your community, effective as of December 16, 2015, in accordance with Part 67, Chapter I, Title 44 of the Code of Federal Regulations. As a result of the countywide study for Anoka County, Minnesota and Incorporated Areas, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) has determined that no Special Flood Hazard Areas (SFHAs) exist at this time within the corporate limits of your community. This does not preclude future determinations of SFHAs that could be necessitated by changed conditions affecting the community or the availability of new scientific or technical data about flood hazards.

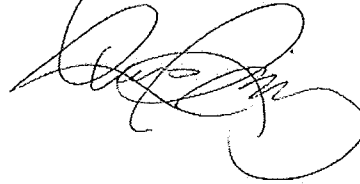
The effect of this determination is that compliance with the National Flood Insurance Program (NFIP) regulations within areas not designated as SFHAs is not required as a condition of participation in the NFIP. While FEMA has determined that your community does not contain SFHAs (areas inundated by a flood having a 1% chance of being equaled or exceeded in any given year, i.e., the base flood), it should be recognized that floods larger than the 1% annual chance flood do occur. Therefore, your community should exercise care in evaluating new development that could aggravate or create flood problems in your community or in adjacent communities.

By continuing its participation in the NFIP under the Regular Phase, your community makes available to its citizens, on a voluntary basis, additional amounts of insurance coverage at generally lower rates than are available under the Emergency Phase of the NFIP. While no new floodplain management measures are required, your community is encouraged to implement regulatory measures to protect development from known, local hazards.

If you should require any additional information, please do not hesitate to contact the Director, Federal Insurance and Mitigation Division of FEMA in Chicago, Illinois at (312) 408-5500, for assistance. If you have any questions concerning mapping issues in general, please call our Map Information eXchange (FMIX), toll free, at 1-877-FEMA MAP (1-877-336-2627). Additional information and resources your community may find helpful regarding the NFIP and floodplain management, such as *The National Flood Insurance Program Code of Federal Regulations*, *Answers to Questions About the National Flood Insurance Program*, *Frequently Asked Questions Regarding the Effects that Revised Flood Hazards have on Existing Structure*, *Use of Flood Insurance Study (FIS) Data as Available Data*, and *National Flood Insurance Program Elevation Certificate and Instructions*, can be found on our website at

<http://www.floodmaps.fema.gov/lfd>. Paper copies of these documents may also be obtained by calling our FMIX.

Sincerely,

A handwritten signature in black ink, appearing to read 'Luis Rodriguez', with a large, stylized flourish at the end.

Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

cc: Community Map Repository
Bill Petracek, Community Floodplain Administrator/City Administrator, City of Lexington



Officer Matthew Langreck #110
Centennial Lakes Police Department
54 North Road
Circle Pines MN 55014
Ph: 763-784-2501 Fax: 763-784-0082
mlangreck@clpdmn.com

June 15, 2015

City of Lexington
9180 Lexington Ave
Lexington MN 55014

City Administrator,

A tobacco compliance check was recently conducted. All of the businesses in your city that are licensed to sell tobacco passed the check. I directed an underage buyer into these businesses for the purposes of ensuring that the businesses are taking the appropriate measures to sell their tobacco products to adults. Please feel free to contact me if you have any questions regarding this matter.

Sincerely,

Matthew Langreck
CLPD
Tobacco Compliance Officer

THE ANOKA COUNTY BOARD OF COMMISSIONERS

Acknowledges with great appreciation the commitment to recycling of

City of Lexington

In 2014, Anoka County residents and businesses recycled 180,821 tons of material.
Thank you for helping us achieve our recycling goals, serve the community and
conserve natural resources.

Matt Look
Matt Look
District #1

Julie Braastad
Julie Braastad
District #2

Robyn West
Robyn West
District #3

Jim Kordiak
Jim Kordiak
District 4

Mike Gamache
Mike Gamache
District #5

Rhonda Sivaraiah
Rhonda Sivaraiah
District #6

Scott Schulte
Scott Schulte
District #7

THE ANOKA COUNTY BOARD OF COMMISSIONERS


acknowledges with great appreciation the recycling efforts of

The City of Lexington

For increasing the drop-off tons collected by 3 tons, a 41% increase from 2013 to 2014.

Thank you for helping us achieve our recycling goals,
serve the community and conserve natural resources.

Matt Look
District #1



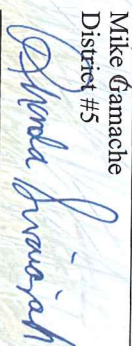
Jim Kordiak
District 4



Julie Braastad
District #2



Mike Gamache
District #5



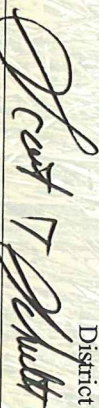
Robyn West
District #3



Rhonda Sivarajah
District #6



Scott Schulte
District #7



unapproved
CITY OF LEXINGTON
REGULAR COUNCIL MEETING
JUNE 18, 2015 – 7:00 P.M.
9180 LEXINGTON AVENUE

1. CALL TO ORDER: – Mayor Kurth

- A. Roll Call - Council Members: Devries, Hughes, Payment, Plasch

Mayor Kurth called to order the Regular Council meeting of the City of Lexington on June 18, 2015 at 7:00 p.m. Councilmember's present: Devries, Hughes, Payment, and Plasch.

Also Present: Bill Petrcek, City Administrator; Tina Northcutt, Finance Director; Kurt Glaser, City Attorney; Steve Winter, City Engineer; Doug Borglund, MSA Planner; Ken Henk, Paster Properties; Eric Fosmo, Engineer Consultant – Paster Properties; Jim Coan, Police Chief; Ron Nelson, Police Captain; Brandon Paul, Bamboo Betty's; Kaitlin Lochowich, Quad Press.

2. CITIZENS FORUM –

There were no citizens present to address the Council.

3. APPROVAL OF AGENDA WITH CHANGES AND CORRECTIONS

A motion was made by Councilmember Devries to approve the agenda as typewritten. The motion was seconded by Councilmember Payment. Motion carried unanimously 5-0.

4. LETTERS AND COMMUNICATIONS:

- A. North Metro TV – May 2015 Update
- B. Planning & Zoning Public Hearing & meeting minutes – June 9, 2015
- C. City of Blaine meeting notice – 95th & Hamline - Conditional Use Permit
- D. Public Notice – Special Lexington Council Workshop meeting – 6-11-2015
- E. Public Notice – June 13, 2015 possible quorum of Lexington City
Council/Fire Relief in attendance of graduation party
- F. Public Notice – Park Board will meet June 7, 2015 for weeding of City
owned flower gardens

No discussion on Letters and Communications.

5. CONSENT ITEMS:

- A. Recommendation to Approve Council Minutes:
Council Meeting – June 4, 2015
- B. Recommendation to Approve Claims and Bills:
Check #'s 13390 through 13390
Check #'s 39633 through 39681
Check #'s 10408 through 10425
- C. Financial Reports
 - Cash Balances
 - Fund Summary – Budget to Actual
- D. Recommendation to approve Special Event Permit for Lexington Fire Relief Association Annual 5K Flash & Dash – July 18, 2015
- E. Recommendation to approve Business License Renewals

A motion was made by Councilmember Plasch to approve the consent agenda items. The motion was seconded by Councilmember Hughes. Motion carried unanimously 5-0.

6. ACTION ITEMS:

- A. Discuss Planning & Zoning Commission recommendation to approve
Paster Properties Preliminary Plat.

Doug Borglund, MSA Planning Consultant, presented the preliminary plat for the Paster Properties and Northway Mall site plan. Discussion ensued. Petracek explained the need to work with Paster Properties to develop a site agreement to address the recommendations for the preliminary plat and site plan. Discussion ensued.

Ken Henk, Paster Properties, was present to answer questions on their intentions for the properties. He explained that the replat of their properties and improvements to Northway Mall is a result of a need to settle the estate of Howard Paster, to market the vacant property, and to prepare for the opening of the Super Wal-Mart in Blaine on Lexington Ave. Discussion ensued.

A motion was made by Councilmember Hughes to approve the Paster Properties Preliminary Plat. The motion was seconded by Councilmember Devries. The motion carried unanimously 5-0.

- B. Discuss Planning & Zoning Commission recommendation to approve
Northway Mall Site Plan

A motion was made by Councilmember Hughes to approve the Northway Mall Site Plan. The motion was seconded by Councilmember Payment. Motion carried unanimously 5-0.

- C. Discuss Resolution NO. 15-18 A Resolution Ordering Preparation Of Report On Improvement – South Service Drive.

Steve Winter, City Engineer, provided an overview of Resolution No. 15-18. He explained that Paster Properties has agreed to pay 100% of South Service Drive road reconstruction through special assessments. He added that this resolution will authorize MSA Consultants to move ahead with the feasibility study on the road. The specifications for the road improvements have been included in the bidding process for Flowerfield Road. Discussion ensued.

A motion was made by Councilmember Plasch to approve Resolution No. 15-18 – A resolution ordering the preparation of report on improvements – South Service Drive. The motion was seconded by Councilmember Payment. Motion carried unanimously 5-0.

- D. Recommendation to approve Resolution NO. 15-16 A Resolution Authorizing A Permanent Fund Transfer

A motion was made by Councilmember Plasch to approve Resolution No. 15-16 – A resolution authorizing a permanent fund transfer. The motion was seconded by Councilmember Hughes. Motion carried unanimously 5-0.

- E. Recommendation to approve Resolution NO. 15-17 A Resolution Seeking To Obtain A Premises Permit From The State Of MN Alcohol And Gambling For The Centennial HS Football Booster.

A motion was made by Councilmember Devries to approve Resolution No. 15-17 – A resolution seeking to obtain a premises permit from the State of MN Alcohol and Gambling for the Centennial HS Football Booster. The motion was seconded Councilmember Hughes. Motion carried unanimously 5-0.

- F. Recommendation to approve Repair Request – Lovell Building.

A motion was made by Councilmember Devries to approve a bid for a repair request for Lovell Building in the amount of \$1,964.46 to North Metro Autoglass. The motion was seconded by Councilmember Plasch. Motion carried unanimously 5-0.

- G. Recommendation to approve Annual Entertainment License

- Bamboo Betty's
- Cowboy's Saloon

A motion was made to by Councilmember Devries to approve the annual entertainment license for Bamboo Betty's and Cowboy's Saloon. The motion was seconded by Councilmember Plasch. Motion carried unanimously 5-0.

- H. Liquor License Renewals/Discuss recommendation for conditions on license.

Councilmember Devries questioned Attorney Glaser's memo to the Council on the need to obtain video surveillance via the conditions of the liquor licensing process.

Attorney Glaser stated it is necessary to obtain this information for solving the assaults that occur on the property and for prosecutorial reasons. He had met with Cowboy's Saloon and they have no problem with being required to provide video surveillance when requested as a condition for the annual liquor license. Discussion ensued.

Brandon Paul, Bamboo Betty's General Manager, explained that he is the only person who knows how to operate the video surveillance system at their establishment; it is a very complicated system to use, but he is willing to train the police department on how to use and obtain the necessary information from the system. Councilmember Payment stated that this is not the first time we have had to request a video from Bamboo Betty's and did not receive it. Discussion ensued.

Councilmember Payment explained by providing a video protects the City & Bamboo Betty's so she is in agreement of imposing the condition of providing video surveillance upon request as part of the annual liquor license. Discussion ensued.

Mr. Paul stated that Bamboo Betty's wants to cooperate with the police department; he would like to be able to train the police department on how to use the video surveillance system to download the information they need. Councilmember Payment replied that it is not the police department's responsibility to be able to operate Bamboo Betty's equipment. Discussion ensued.

Mayor Kurth stated that he couldn't understand why if Bamboo Betty's wants to cooperate with the police department, then why is it that an incident that happened on April 26th and this is June 18th that the police department still has not received a video that they have requested. Discussion ensued.

Mr. Paul stated he did not have knowledge of the incident happening on April 26th. He was unaware that the police department had requested the video from the April 26th incident. He further explained that his Dad did not tell him. Discussion ensued.

Police Chief Coan addressed the Council and explained that the police department is not concerned about individual incidents, they just want Cowboy's and Bamboo Betty's to be more timely on providing videos in the future.

A Motion was made by Councilmember Devries to Adopt the Liquor License Renewal as stated in item 6(H) of the Agenda, with the additional conditions against Cowboy & Bamboo Bettys as contained in the Packet. The motion was seconded by Councilmember Plasch. Motion carried unanimously 5-0.

7. MAYOR AND COUNCIL INPUT

Some discussion by the Council.

8. CITY ADMINISTRATOR INPUT –

Petracek reminded the Council that the July 2nd Council meeting is on a Wednesday evening. Discussion ensued.

9. ADJOURNMENT

A motion was made by Councilmember Plasch to adjourn the meeting at 8:06 p.m. The motion was seconded by Councilmember Payment. Motion carried unanimously 5-0.

Bill Petracek
City Administrator

/bp

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 July 1, 2015.

(1) Payroll

Checks	13391 through	13393	\$	22,107.17
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VOID:

Automatic Withdrawals

Federal Tax	\$1,890.81	
Social Security	\$1,800.91	
Medicare	\$421.17	
State Tax	<u>\$834.19</u>	
Total	\$4,947.08	\$ 4,947.08

(2) Automatic Data Processing	\$ 390.15
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(3) General and Liquor Payment Recommendations:

Check	39682	\$	243.49
Checks	39683 through	39727	\$ 249,954.48

VOID:

(4) ACH and Credit Card Payments for:	\$ -
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(5) Wire Transfer Payment Recommendation: (Bond Payments)	\$ 23,817.50
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Total Payments and Withdrawals Approval	<u>\$ 301,459.87</u>
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Centennial Lakes Police Payment Recommendations:

Checks	10426 through	10444	\$	<u>19,100.53</u>
Total Payments			\$	<u>19,100.53</u>

VOID:

WEEK 25 BATCH 6889 47 PAYS
0 Employees With Overflow Statement
0 Overflow Statement 1 Total Statement
Tot Cks/Vchrs:00000000046 Total Pages:00000000048 - Page count not applicable for iReports
First No. Last No. Total
Checks: 00000013391 00000013393 000000000003
Vouchers: 00000250001 00000250044 000000000043

Earnings Statement

STLO M9J TOTAL DOCUMENT
CITY OF LEXINGTON
LOCATION 0001

29479.73 GROSS
22107.17 NET PAY (INCLUDING ALL DEPOSITS)
1890.81 FEDERAL TAX
1800.91 SOCIAL SECURITY
421.17 MEDICARE
.00 MEDICARE SURTAX
.00 SUI TAX
834.19 STATE TAX
.00 LOCAL TAX
23346.00 DEDUCTIONS
1186.65 NET CHECK

STLO COMPANY CODE M9J
CITY OF LEXINGTON
TOTAL DOCUMENT
LOCATION 0001

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

NON-NEGOTIABLE - VOID - NON-NEGOTIABLE
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NON-NEGOTIABLE - VOID - NON-NEGOTIABLE

THE ORIGINAL DOCUMENT HAS AN ARTIFICIAL WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

ADP, LLC
ONE ADP DRIVE MS-100
AUGUSTA GA 30909

Advice of Debit # 456417787

June 19, 2015

Page 1 of 1

Client Number:
395512

TINA NORTHCUTT
CITY OF LEXINGTON
9180 LEXINGTON AVE N
CIRCLE PINES MN 55014-3625

For Billing inquiries, please contact your ADP A/R Team.

For Product/Service inquiries, please contact your Client Service Team.

Current Charges	Autopay II	Company Code	0069-10-M9J
	Processing Charges for period ending 06/13/2015		
	47 Pays		207.00
	47 Labor Distribution		18.30
	144 Personnel Reporting Sys Base Chg	at no charge	
	47 Tax Service	\$0.28 each + \$31.65	44.81
	47 ADPiPayStatements	\$0.20 each	9.40
	47 iReports	\$0.08 each	3.76
	47 YTD Download	at no charge	
	1 For Payroll Delivery Only		20.20
	47 24 Hr. Service	at no charge	
	Employee Payment Services for period ending 06/13/2015		
	51 Full Service Direct Deposit	\$0.78 each + \$11.90	51.68
	Management Reports for period ending 06/13/2015		
	1 Inline Monthly Summary		35.00
Total debited			\$390.15

NO PAYMENT REQUIRED. This amount will be debited from your account # XXXXXXXX6090 on 06/26/2015 or the next banking day. When your account is debited, this invoice will be automatically paid in full.

***Check Detail Register©**

June 2015

Check Amt Invoice Comment**10100 4M FUND**

Paid Chk# 039682	6/17/2015	JOHNSON, HENRY		
E 609-00000-101	Salaries & Wages		\$243.49	6/17/15 PAYROLL
	Total	JOHNSON, HENRY	\$243.49	
		10100 4M FUND	\$243.49	

Fund Summary**10100 4M FUND**

609 MUNICIPAL LIQUOR FUND	\$243.49
	\$243.49

***Check Detail Register©**

July 2015

Check Amt Invoice Comment

10100 4M FUND

Paid Chk# 039683 7/1/2015 AFSCME MN COUNCIL 5

G 101-21719	Union Dues	\$45.81		JIM FISCHER
G 101-21719	Union Dues	\$45.81		TRAVIS SCHMID
G 101-21719	Union Dues	\$45.81		MARY VINZANT
G 101-21719	Union Dues	\$34.36		ROBERT HUNT
G 101-21719	Union Dues	\$45.81		PEGGY MCNAMARA
Total AFSCME MN COUNCIL 5		\$217.60		

Paid Chk# 039684 7/1/2015 ARCTIC GLACIER ICE

E 609-00000-254	Miscellaneous Purchase	\$119.72	439516104
E 609-00000-254	Miscellaneous Purchase	\$90.52	462517013
E 609-00000-254	Miscellaneous Purchase	\$334.88	463516405
Total ARCTIC GLACIER ICE		\$545.12	

Paid Chk# 039685 7/1/2015 ARTISAN BEER COMPANY

E 609-00000-252	Beer Purchase	\$89.85	3036795
E 609-00000-252	Beer Purchase	\$396.00	3038022
Total ARTISAN BEER COMPANY		\$485.85	

Paid Chk# 039686 7/1/2015 AVESIS VISION PLAN

G 101-21722	Vision Insurance	\$19.69		JULY
Total AVESIS VISION PLAN		\$19.69		

Paid Chk# 039687 7/1/2015 BADGER METER INC

E 730-00000-430	Miscellaneous	\$237.00	188030	4/1/15-6/30/15
Total BADGER METER INC		\$237.00		

Paid Chk# 039688 7/1/2015 BELLBOY CORPORATION

E 609-00000-251	Liquor Purchase	\$2,573.75	48819200
E 609-00000-210	Operating Supplies	\$313.12	92224200
E 609-00000-254	Miscellaneous Purchase	\$278.97	92224300
Total BELLBOY CORPORATION		\$3,165.84	

Paid Chk# 039689 7/1/2015 BERNICKS BEVERAGES/VENDING

E 609-00000-252	Beer Purchase	\$795.87	226594
Total BERNICKS BEVERAGES/VENDING		\$795.87	

Paid Chk# 039690 7/1/2015 CAPITOL BEVERAGE SALES

E 609-00000-252	Beer Purchase	\$770.00	612365
E 609-00000-252	Beer Purchase	\$11,385.85	612729
E 609-00000-252	Beer Purchase	\$5,897.05	618883
E 609-00000-252	Beer Purchase	\$845.00	621772
Total CAPITOL BEVERAGE SALES		\$18,897.90	

Paid Chk# 039691 7/1/2015 CENTENNIAL LAKES PD

E 101-42110-230	Contracted Services	\$59,283.00		MONTHLY POLICE JULY
Total CENTENNIAL LAKES PD		\$59,283.00		

Paid Chk# 039692 7/1/2015 CIRCLE PINES, CITY OF

E 599-42110-601	Bond Principal	\$4,583.33		POLICE BLDG JULY
E 599-42110-611	Bond Interest	\$386.88		
Total CIRCLE PINES, CITY OF		\$4,970.21		

Paid Chk# 039693 7/1/2015 CITY WIDE WINDOW SERVICES INC.

E 609-00000-400	General Maintenance	\$30.18	574320	5/1/15-5/31/15
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***Check Detail Register©**

July 2015

Check Amt Invoice Comment

Total CITY WIDE WINDOW SERVICES INC.		\$30.18		
Paid Chk# 039694	7/1/2015	CLEAR RIVER BEVERAGE COMPANY		
E 609-00000-252	Beer Purchase	\$1,176.22	188448	
Total CLEAR RIVER BEVERAGE COMPANY		\$1,176.22		
Paid Chk# 039695	7/1/2015	COCA-COLA BOTTLING CO		
E 609-00000-254	Miscellaneous Purchase	\$376.28	0188237128	
Total COCA-COLA BOTTLING CO		\$376.28		
Paid Chk# 039696	7/1/2015	COMMERCIAL ASPHALT CO		
E 101-43100-224	Street Maint Materials	\$134.63	NP5329	
E 101-43100-224	Street Maint Materials	\$258.15	NP5975	
E 101-43100-224	Street Maint Materials	\$260.62	NP6811	
Total COMMERCIAL ASPHALT CO		\$653.40		
Paid Chk# 039697	7/1/2015	DAHLHEIMER DISTRIBUTING		
E 609-00000-252	Beer Purchase	\$4,144.25	110418	
E 609-00000-252	Beer Purchase	\$6,051.44	110780	
Total DAHLHEIMER DISTRIBUTING		\$10,195.69		
Paid Chk# 039698	7/1/2015	DAY DISTRIBUTING COMPANY		
E 609-00000-252	Beer Purchase	\$711.95	807384	
Total DAY DISTRIBUTING COMPANY		\$711.95		
Paid Chk# 039699	7/1/2015	DELTA DENTAL		
E 101-41500-160	Health/Dental Insurance	\$105.03	6052821	
E 609-00000-160	Health/Dental Insurance	\$174.31	6052821	
E 101-43100-160	Health/Dental Insurance	\$84.18	6052821	
E 101-45200-160	Health/Dental Insurance	\$56.12	6052821	
Total DELTA DENTAL		\$419.64		
Paid Chk# 039700	7/1/2015	DIESEL MINNESOTA		
E 101-45200-404	Repair Machinery/Equipment	\$393.87	W74799	
Total DIESEL MINNESOTA		\$393.87		
Paid Chk# 039701	7/1/2015	E H RENNER & SONS		
E 730-00000-400	General Maintenance	\$136.61	000143370000	
Total E H RENNER & SONS		\$136.61		
Paid Chk# 039702	7/1/2015	EMERGENCY AUTOMOTIVE TECH		
E 101-43100-404	Repair Machinery/Equipment	\$244.36	DJS6152015-2	
Total EMERGENCY AUTOMOTIVE TECH		\$244.36		
Paid Chk# 039703	7/1/2015	ENERGY MECHANICAL SERVICES INC		
E 220-47000-407	Heating/AC	\$134.00	4892	LITTLE LEAGUE
Total ENERGY MECHANICAL SERVICES INC		\$134.00		
Paid Chk# 039704	7/1/2015	EXTREME BEVERAGE		
E 609-00000-254	Miscellaneous Purchase	(\$16.20)	312-1433	
E 609-00000-254	Miscellaneous Purchase	\$194.40	W-1206817	
Total EXTREME BEVERAGE		\$178.20		
Paid Chk# 039705	7/1/2015	HOHENSTEINS INC		
E 609-00000-252	Beer Purchase	\$1,942.60	768476	
Total HOHENSTEINS INC		\$1,942.60		

***Check Detail Register©**

July 2015

Check Amt Invoice Comment

Paid Chk# 039706 7/1/2015 HOME DEPOT

E 101-45200-210	Operating Supplies	\$149.85	0173307
E 101-45200-404	Repair Machinery/Equipment	\$44.40	5022082
E 101-45200-210	Operating Supplies	\$30.72	9173380
Total HOME DEPOT		\$224.97	

Paid Chk# 039707 7/1/2015 IKES PLUMBING

E 220-47000-406	Plumbing	\$125.00	5896
Total IKES PLUMBING		\$125.00	

Paid Chk# 039708 7/1/2015 JJ TAYLOR

E 609-00000-252	Beer Purchase	\$8,567.42	2358954
E 609-00000-252	Beer Purchase	\$5,444.73	2358982
E 609-00000-252	Beer Purchase	\$127.00	2358994
E 609-00000-252	Beer Purchase	\$679.00	2358999
E 609-00000-252	Beer Purchase	\$15,904.63	2376817
Total JJ TAYLOR		\$30,722.78	

Paid Chk# 039709 7/1/2015 JOHNSON BROTHERS LIQUOR

E 609-00000-251	Liquor Purchase	\$41.49	#212507
E 609-00000-253	Wine Purchase	\$271.75	5184589
E 609-00000-251	Liquor Purchase	\$289.36	5184590
E 609-00000-253	Wine Purchase	\$19,838.39	5185925
E 609-00000-251	Liquor Purchase	\$432.30	5185926
E 609-00000-251	Liquor Purchase	\$27,448.44	5185927
E 609-00000-253	Wine Purchase	\$22,712.32	5185928
E 609-00000-251	Liquor Purchase	\$21.99	5185929
E 609-00000-251	Liquor Purchase	\$5,724.84	5190190
E 609-00000-251	Liquor Purchase	\$21.99	5190191
E 609-00000-253	Wine Purchase	\$473.08	5191561
E 609-00000-251	Liquor Purchase	\$114.34	5191562
E 609-00000-251	Liquor Purchase	\$1,070.04	5191563
Total JOHNSON BROTHERS LIQUOR		\$78,460.33	

Paid Chk# 039710 7/1/2015 M AMUNDSON LLP

E 609-00000-254	Miscellaneous Purchase	\$2,738.21	197450
E 609-00000-254	Miscellaneous Purchase	\$2,618.14	197878
Total M AMUNDSON LLP		\$5,356.35	

Paid Chk# 039711 7/1/2015 MARCO

E 310-41500-580	Other Equipment	\$960.00	INV2652626	NETWORK ASSESSMENT
Total MARCO		\$960.00		

Paid Chk# 039712 7/1/2015 MIDAMERICA ADMINISTRATIVE

G 101-21716	Other Retirement	\$277.00	JUNE 2015
Total MIDAMERICA ADMINISTRATIVE		\$277.00	

Paid Chk# 039713 7/1/2015 MINNESOTA EQUIPMENT

E 101-45200-404	Repair Machinery/Equipment	\$104.04	P35264
Total MINNESOTA EQUIPMENT		\$104.04	

Paid Chk# 039714 7/1/2015 PACE ANALYTICAL

R 730-37100	Water Sales	\$50.00	15100103977	WATER TEST FEE
Total PACE ANALYTICAL		\$50.00		

Paid Chk# 039715 7/1/2015 PAUSTIS & SONS

***Check Detail Register©**

July 2015

Check Amt Invoice Comment

E 609-00000-253	Wine Purchase	\$182.23	8502521-IN	
E 609-00000-253	Wine Purchase	\$613.50	8503738-IN	
Total PAUSTIS & SONS		\$795.73		
Paid Chk# 039716	7/1/2015	PETRACEK, BILL		
E 101-41500-205	Mileage Reimbursement	\$200.00		JULY
E 101-41500-321	Telephone	\$100.00		JULY
Total PETRACEK, BILL		\$300.00		
Paid Chk# 039717	7/1/2015	PHILLIPS WINE AND SPIRITS INC		
E 609-00000-251	Liquor Purchase	\$221.26	2802911	
E 609-00000-251	Liquor Purchase	\$3,954.22	2803760	
E 609-00000-253	Wine Purchase	\$396.34	2806554	
E 609-00000-251	Liquor Purchase	\$582.15	2807434	
Total PHILLIPS WINE AND SPIRITS INC		\$5,153.97		
Paid Chk# 039718	7/1/2015	RITE		
E 609-00000-500	Capital Expenditures	\$756.68	T10462	HANDHELD RENTAL
E 609-00000-500	Capital Expenditures	\$2,652.63	T10496	HANDHELD PURCHASE
Total RITE		\$3,409.31		
Paid Chk# 039719	7/1/2015	ROYAL ROOFING INC		
E 220-47000-401	Repair Buildings	\$876.71	15-0157	
E 220-47000-400	General Maintenance	\$436.32	15-0158	
Total ROYAL ROOFING INC		\$1,313.03		
Paid Chk# 039720	7/1/2015	SHERWIN WILLIAMS		
E 101-43100-210	Operating Supplies	\$95.73	5200-6	PARKING LOT PAINT
Total SHERWIN WILLIAMS		\$95.73		
Paid Chk# 039721	7/1/2015	SOUTHERN WINE & SPIRITS		
E 609-00000-253	Wine Purchase	\$510.81	1294338	
E 609-00000-251	Liquor Purchase	\$3,863.83	1294339	
E 609-00000-251	Liquor Purchase	\$1.25	1296816	
E 609-00000-253	Wine Purchase	\$545.75	1296817	
E 609-00000-251	Liquor Purchase	\$4,695.78	1296818	
Total SOUTHERN WINE & SPIRITS		\$9,617.42		
Paid Chk# 039722	7/1/2015	TWIN CITY FILTER SERVICE INC.		
E 220-47000-407	Heating/AC	\$243.88	0574421-IN	
Total TWIN CITY FILTER SERVICE INC.		\$243.88		
Paid Chk# 039723	7/1/2015	ULTIMATE SAFETY CONCEPTS INC.		
E 101-42260-404	Repair Machinery/Equipment	\$60.00	161532	
Total ULTIMATE SAFETY CONCEPTS INC.		\$60.00		
Paid Chk# 039724	7/1/2015	VINOCOPIA		
E 609-00000-253	Wine Purchase	(\$94.25)	0124775-CM	
E 609-00000-253	Wine Purchase	\$490.00	0126479-IN	
Total VINOCOPIA		\$395.75		
Paid Chk# 039725	7/1/2015	VINZANT, MARY		
E 220-46000-230	Contracted Services	\$132.00		WK ENDING 6/20/15
E 220-46000-230	Contracted Services	\$132.00		WK ENDING 6/27/15
Total VINZANT, MARY		\$264.00		
Paid Chk# 039726	7/1/2015	WINE MERCHANTS		

***Check Detail Register©**

July 2015

		Check Amt	Invoice	Comment
E 609-00000-253	Wine Purchase	\$121.18	7034267	
E 609-00000-253	Wine Purchase	\$121.18	7034503	
E 609-00000-253	Wine Purchase	\$243.00	7035180	
Total WINE MERCHANTS		\$485.36		
<hr/>				
Paid Chk#	039727	7/1/2015	WIRTZ BEVERAGE MINNESOTA	
E 609-00000-251	Liquor Purchase	\$1,884.36	1080334686	
E 609-00000-251	Liquor Purchase	\$4,444.39	1080336874	
Total WIRTZ BEVERAGE MINNESOTA		\$6,328.75		
		<hr/>		
10100 4M FUND		\$249,954.48		

Fund Summary

<u>10100 4M FUND</u>	
101 GENERAL FUND	\$62,118.99
220 LOVELL BUILDING	\$2,079.91
310 CAPITAL PROJECTS	\$960.00
599 POLICE BUILDING	\$4,970.21
609 MUNICIPAL LIQUOR FUND	\$179,401.76
730 WATER FUND	\$423.61
	<hr/>
	\$249,954.48

Debt Service Statement

City of Lexington
 9180 Lexington Ave
 Lexington, MN 55014-3531

Statement #: 25608
 Statement Date: June 4, 2015

Attn: Tina Northcutt Accounting Coordinator

RE: \$235,000.00 General Obligation Improvement Bonds, Series 2004A

<u>Due</u>	<u>CUSIP</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Due</u>
08-01-2015	529318	\$0.00	\$2,142.50	\$2,142.50

Payment Instructions
WIRES due by July 31, 2015

Wells Fargo Bank, San Francisco, CA
 ABA #: 121000248
 BNF: BTSC Paying Agent Account
 Account #: 4126695238
 Ref: 29611

CHECKS due by July 27, 2015

Make check payable to:
 Bond Trust Services Corporation
 Ref: 29611

Send to:

Bond Trust Services Corporation
 Attn: Accounts Receivable
 3060 Centre Pointe Drive, Suite 110
 Roseville, MN 55113-1105

Please direct any questions to:

Accounts Receivable
 (651) 209-1010

Remaining Debt Service Schedule

<u>Date Due</u>	<u>CUSIP</u>	<u>Principal</u>	<u>Interest</u>	<u>Total P&I</u>
02-01-2016	529318EQ6	\$15,000.00	\$2,142.50	\$17,142.50
08-01-2016		\$0.00	\$1,820.00	\$1,820.00
02-01-2017	529318ER4	\$20,000.00	\$1,820.00	\$21,820.00
08-01-2017		\$0.00	\$1,380.00	\$1,380.00
02-01-2018	529318ES2	\$20,000.00	\$1,380.00	\$21,380.00
08-01-2018		\$0.00	\$930.00	\$930.00
02-01-2019	529318ET0	\$20,000.00	\$930.00	\$20,930.00
08-01-2019		\$0.00	\$470.00	\$470.00
02-01-2020	529318EU7	\$20,000.00	\$470.00	\$20,470.00

06-11-15A11:36 RCVD

Thank you for your business!

Debt Service Statement

City of Lexington
9180 Lexington Ave
Lexington, MN 55014-3531

Statement #: 25610
Statement Date: June 4, 2015

Attn: Tina Northcutt Accounting Coordinator

RE: \$655,000.00 General Obligation Improvement Bonds, Series 2014A

<u>Due</u>	<u>CUSIP</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Due</u>
08-01-2015	529318	\$0.00	\$8,411.25	\$8,411.25

(shown on Page 2)

Payment Instructions

WIRES due by July 31, 2015

Wells Fargo Bank, San Francisco, CA
ABA #: 121000248
BNF: BTSC Paying Agent Account
Account #: 4126695238
Ref: 327167

CHECKS due by July 27, 2015

Make check payable to:
Bond Trust Services Corporation
Ref: 327167
Send to:
Bond Trust Services Corporation
Attn: Accounts Receivable
3060 Centre Pointe Drive, Suite 110
Roseville, MN 55113-1105

Please direct any questions to:
Accounts Receivable
(651) 209-1010

Thank you for your business!

RE:\$655,000.00 General Obligation Improvement Bonds, Series 2014A

Remaining Debt Service Schedule

<u>Date Due</u>	<u>CUSIP</u>	<u>Principal</u>	<u>Interest</u>	<u>Total P&I</u>
02-01-2016	529318FR3	\$10,000.00	\$8,411.25	\$18,411.25
08-01-2016		\$0.00	\$8,346.25	\$8,346.25
02-01-2017	529318FR3	\$10,000.00	\$8,346.25	\$18,346.25
08-01-2017		\$0.00	\$8,281.25	\$8,281.25
02-01-2018	529318FR3	\$10,000.00	\$8,281.25	\$18,281.25
08-01-2018		\$0.00	\$8,216.25	\$8,216.25
02-01-2019	529318FR3	\$10,000.00	\$8,216.25	\$18,216.25
08-01-2019		\$0.00	\$8,151.25	\$8,151.25
02-01-2020	529318FR3	\$10,000.00	\$8,151.25	\$18,151.25
08-01-2020		\$0.00	\$8,086.25	\$8,086.25
02-01-2021	529318FR3	\$10,000.00	\$8,086.25	\$18,086.25
08-01-2021		\$0.00	\$8,021.25	\$8,021.25
02-01-2022	529318FT9	\$60,000.00	\$8,021.25	\$68,021.25
08-01-2022		\$0.00	\$7,421.25	\$7,421.25
02-01-2023	529318FT9	\$60,000.00	\$7,421.25	\$67,421.25
08-01-2023		\$0.00	\$6,821.25	\$6,821.25
02-01-2024	529318FV4	\$60,000.00	\$6,821.25	\$66,821.25
08-01-2024		\$0.00	\$6,161.25	\$6,161.25
02-01-2025	529318FV4	\$55,000.00	\$6,161.25	\$61,161.25
08-01-2025		\$0.00	\$5,556.25	\$5,556.25
02-01-2026	529318FX0	\$55,000.00	\$5,556.25	\$60,556.25
08-01-2026		\$0.00	\$4,731.25	\$4,731.25
02-01-2027	529318FX0	\$60,000.00	\$4,731.25	\$64,731.25
08-01-2027		\$0.00	\$3,831.25	\$3,831.25
02-01-2028	529318FZ5	\$60,000.00	\$3,831.25	\$63,831.25
08-01-2028		\$0.00	\$2,931.25	\$2,931.25
02-01-2029	529318FZ5	\$60,000.00	\$2,931.25	\$62,931.25
08-01-2029		\$0.00	\$2,031.25	\$2,031.25
02-01-2030	529318GB7	\$60,000.00	\$2,031.25	\$62,031.25
08-01-2030		\$0.00	\$1,056.25	\$1,056.25
02-01-2031	529318GB7	\$65,000.00	\$1,056.25	\$66,056.25

Debt Service Statement

City of Lexington
 9180 Lexington Ave
 Lexington, MN 55014-3531

Statement #: 25609
 Statement Date: June 4, 2015

Attn: Tina Northcutt Accounting Coordinator

RE: \$1,040,000.00 General Obligation Utility Revenue Bonds, Series 2010A

<u>Due</u>	<u>CUSIP</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Due</u>
08-01-2015	529318	\$0.00	\$12,813.75	\$12,813.75

Payment Instructions
WIRES due by July 29, 2015

Wells Fargo Bank, San Francisco, CA
 ABA #: 121000248
 BNF: BTSC Paying Agent Account
 Account #: 4126695238
 Ref: 36221

CHECKS due by July 27, 2015

Make check payable to:
 Bond Trust Services Corporation
 Ref: 36221
 Send to:
 Bond Trust Services Corporation
 Attn: Accounts Receivable
 3060 Centre Pointe Drive, Suite 110
 Roseville, MN 55113-1105

Please direct any questions to:
 Accounts Receivable
 (651) 209-1010

MN State Credit Enhancement requires payments be received by the Paying Agent at least 3 business days prior to the due date.

Remaining Debt Service Schedule

<u>Date Due</u>	<u>CUSIP</u>	<u>Principal</u>	<u>Interest</u>	<u>Total P&I</u>
02-01-2016	529318EZ6	\$60,000.00	\$12,813.75	\$72,813.75
08-01-2016		\$0.00	\$12,138.75	\$12,138.75
02-01-2017	529318FA0	\$60,000.00	\$12,138.75	\$72,138.75
08-01-2017		\$0.00	\$11,388.75	\$11,388.75
02-01-2018	529318FB8	\$65,000.00	\$11,388.75	\$76,388.75
08-01-2018		\$0.00	\$10,495.00	\$10,495.00
02-01-2019	529318FD4	\$70,000.00	\$10,495.00	\$80,495.00
08-01-2019		\$0.00	\$9,445.00	\$9,445.00
02-01-2020	529318FD4	\$70,000.00	\$9,445.00	\$79,445.00
08-01-2020		\$0.00	\$8,395.00	\$8,395.00
02-01-2021	529318FF9	\$70,000.00	\$8,395.00	\$78,395.00
08-01-2021		\$0.00	\$7,275.00	\$7,275.00
02-01-2022	529318FF9	\$75,000.00	\$7,275.00	\$82,275.00
08-01-2022		\$0.00	\$6,075.00	\$6,075.00
02-01-2023	529318FH5	\$80,000.00	\$6,075.00	\$86,075.00
08-01-2023		\$0.00	\$4,675.00	\$4,675.00
02-01-2024	529318FH5	\$85,000.00	\$4,675.00	\$89,675.00
08-01-2024		\$0.00	\$3,187.50	\$3,187.50
02-01-2025	529318FK8	\$85,000.00	\$3,187.50	\$88,187.50
08-01-2025		\$0.00	\$1,593.75	\$1,593.75
02-01-2026	529318FK8	\$85,000.00	\$1,593.75	\$86,593.75

Thank you for your business!



3060 Centre Pointe Drive, Suite 110
Roseville, MN 55113
(651) 209-1010

Paying Agent Fee Invoice

City of Lexington
9180 Lexington Ave
Lexington, MN 55014-3531

Invoice #: 26388
Invoice Date: 6/4/2015

Attn: Tina Northcutt Accounting Coordinator

Re: \$235,000.00 General Obligation Improvement Bonds, Series 2004A

Due Date: 8/1/2015	Paying Agent Fee:	\$450.00
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Payment Instructions

Terms: Upon Receipt

Make check payable to:

Bond Trust Services Corporation
Ref: 26388-PA

Send to:

Bond Trust Services Corporation
Attn: Accounts Receivable
3060 Centre Pointe Drive, Suite 110
Roseville, MN 55113-1105

Please direct any questions to:

Accounts Receivable
(651) 209-1010

Report Criteria:
Report type: Summary

GL Period	Check Issue Date	Ck No	Payee	Description	Check Amount
06/15	06/25/2015	10426	ANOKA COUNTY ATTORNEY	FORFEITURE DISTRIB DW	249.20
06/15	06/25/2015	10427	CONNEXUS ENERGY	MAY ELECTRIC	1,863.00
06/15	06/25/2015	10428	CRAGUN CORPORATION	CONF ROOM AK	272.52
06/15	06/25/2015	10429	DEPUTY REGISTRAR #150	VEH RENEWAL	12.00
06/15	06/25/2015	10430	DON'S CIRCLE SERVICE, INC	VEH MTC & REPAIRS	1,762.90
06/15	06/25/2015	10431	EMERGENCY AUTO TECH ,INC	SALES TAX	152.00
06/15	06/25/2015	10432	HEALTH PARTNERS	JULY HEALTH INS	11,303.66
06/15	06/25/2015	10433	HOLIDAY FLEET	FUEL	387.35
06/15	06/25/2015	10434	KEEPRS, INC	SLIDE STOP/GLOCK TRIGGER	43.14
06/15	06/25/2015	10435	LOFFLER	TONER	176.00
06/15	06/25/2015	10436	MMKR INC	FINAL BILLING 2014 AUDIT	1,040.00
06/15	06/25/2015	10437	NEAL A. NOREN	BLDG SUPPLIES	164.90
06/15	06/25/2015	10438	PITNEY BOWES GLOBAL FIN SERVIC	POSTAGE METER LEASE	67.65
06/15	06/25/2015	10439	PUBLIC AGENCY TRAINING COUNCIL	SEMINAR KC	295.00
06/15	06/25/2015	10440	PURCHASE POWER INC	POSTAGE	208.99
06/15	06/25/2015	10441	STATE OF MINNESOTA	FORFEITURE DISTRIBUTION DW	124.60
06/15	06/25/2015	10442	STREICHER'S, INC	SALES TAX	169.91
06/15	06/25/2015	10443	TELECIDE PRODUCTIONS, INC	COMPUTER MTC/SUPPORT	467.58
06/15	06/25/2015	10444	TWIN CITIES TRANSPORT & RECOVE	FORFEITURE TOW/STORAGE 04 SILV	340.13
Grand Totals:					19,100.53

M = Manual Check, V = Void Check

BUSINESS LICENSE - COUNCIL APPROVAL - JULY 1, 2015

NEW BUSINESS LICENSE APPLICATIONS					
NAME OF BUSINESS	BUSINESS ADDRESS	CITY	ST.	ZIP	DESCRIPTION OF BUSINESS
NEIGHBOR LAKE LLC (STATE FARM INS)	9200 LAKE DRIVE	LEXINGTON	MN	55014	INSURANCE AGENCY
LePAGE & SONS	23602 UNIVERSITY AVENUE	BETHEL	MN	55005	COMMERCIAL WASTE HAULER
DOMINO'S PIZZA	9370 LEXINGTON AVENUE	LEXINGTON	MN	55014	PIZZA DELIVERY RESTAURANT
WASTE MANAGEMENT	10050 NAPLES STREET NE	BLAINE	MN	55449	WASTE HAULER
SAFE PLACE SAFE PASSAGES	4175 LOVELL ROAD # 104	LEXINGTON	MN	55014	PSYCHOTHERAPY
NESSER INSURANCE AGENCY	4175 LOVELL ROAD #100	LEXINGTON	MN	55014	INSURANCE
MG KARATE ACADEMY	4175 LOVELL ROAD #129	LEXINGTON	MN	55014	KARATE INSTRUCTION

AGREEMENT

AGREEMENT made this _____ day of _____, 2015 by and between the City of Lexington, a Minnesota municipal corporation ("City"), and Northway Grandchildren Partnership, a Minnesota general partnership, and Northway Investment Company, a Minnesota corporation (collectively referred to as the "Property Owner").

RECITALS

A. Property Owner is the fee owner of the following described real property, located in the City of Lexington, Anoka County, Minnesota ("Subject Property"):

All of Block 4 and 5, and Lots 1, 2, 3, 13, 16, 17, 18, 19, 20, 21, 22 and 23, Block 3, "LEXINGTON CENTER", together with that part of vacated Gerald Avenue as dedicated in the plat of "LEXINGTON CENTER", lying northerly of the easterly extension of the south line of Lot 6, said Block 4, and all of vacated James Avenue as dedicated in the plat of "LEXINGTON CENTER".

AND

Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 23, 24, 25 and 26, OTTE'S ADDITION to Lexington.

AND

All that part of vacated Griggs Avenue as dedicated in the plat of "LEXINGTON CENTER" and OTTE'S ADDITION to Lexington, lying Southerly of the southwesterly extension of the northwesterly line of Block 5, "LEXINGTON CENTER", and lying northerly of the following described line:

Commencing at the southeast corner of Lot 4, OTTE'S ADDITION to Lexington; thence on an assumed bearing of North along the east line of said Lot 4, a distance of 71.4 feet to the point of beginning of the line to be described; thence South 41 degrees 03 minutes 00 seconds East to the West line of Lot 15, Block 4, "LEXINGTON CENTER", and there terminating.

B. Property Owner seeks to re-plat the Subject Property.

C. Property Owner seeks licenses and approvals from the City to proceed with improvements to a portion of the Subject Property, which improvements are identified on the “Northway Shopping Center Remodel Phase II Site and Paving Plan” as finalized and approved by the City Engineer and Building Official (the “Plans”). The improvements on the Subject Property identified on the Plans shall hereafter be referred to as the “Private Improvement Project.”

D. Property Owner requests that the City undertake the improvement of South Highway Drive from a point SE quadrant of Griggs Avenue and South Highway Drive to a point approximately 800 feet north of the intersection of Griggs Avenue and South Highway Drive also identified on the Plans. The improvements within the South Highway Drive Right of Way identified on the Plans shall be hereafter referred to as the (“Public Improvement Project”).

E. The Private Improvement Project and Public Improvement Project may hereafter be referred to as the “Project”.

F. The estimated costs, including construction costs, engineering and other soft costs and City administrative costs expected to be incurred for the Public Improvement Project total approximately \$75,000.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Recitals stated above are hereby incorporated by reference as though fully set forth at length herein.
2. The City will assess the Subject Property for the Public Improvement Project. The final special assessment shall be the actual bid for the Public Improvement plus thirty percent (30%) for the City’s engineering, legal and administrative costs (the “Special Assessment”). The Special Assessment principal shall be payable in equal installments over twenty (20) years, plus five and one-quarter percent (5.25%) interest on the unpaid balance. Interest shall begin accruing on October 1, 2015.

Each installment of the Special Assessment principal and interest will be certified to the County and become due and payable on the same schedule as the property taxes for the Subject Property beginning in 2016.

3. The Property Owner waives any and all procedural and substantive objections to the Public Improvement Project and Special Assessment, including, but not limited to, hearing requirements and any claims that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any right to appeal pursuant to Minn. Stat. §429.081 or otherwise to challenge the amount or validity of the Special Assessment, or the procedures used by the City in apportioning the Special Assessment.
4. Property Owner may prepay the entire Special Assessment if paid in full by October 1, 2015. Thereafter, prepayments together with applicable interest would be permitted as provided in State law.
5. The City and the Property Owner acknowledge that the Subject Property is currently in the process of being re-platted. The City and the Property Owner agree to amend the parcels (as re-platted) that will receive special benefit to only include the future tax parcels that contain the existing multi-tenant shopping center and daycare facility. The City agrees to enter into the Amendment to identify the allocation as directed by the Property Owner, based on the assumption that the value of the future tax parcels sufficiently supports the allocated amount of the Special Assessment as directed by the Property Owner and that the Property Owner hereby agrees that the special benefit to the future tax parcels will be equal to or greater than the Special Assessment in the amount allocated to each parcel. The Amendment will also require the City to re-certify the Special Assessment to the County and take all other necessary steps to ensure that the Special Assessment is levied only on the future tax parcels. The same interest rate and remaining terms of payments will apply when the City re-certifies the Special Assessment.
6. The Property Owner agrees to the following grants of property rights to the City when the Subject Property is re-platted, as follows:
 - a. Certain utilities were installed on the Subject Property outside the utility easement area as defined in that certain Utility Easement recorded in Anoka County as Document No. 295645 (Book 744 pg 41) (the "Existing Utility

Easement”). A new Utility Easement will be granted to correctly identify the location of the existing utilities, and this grant is conditioned on the City’s vacation or release of the Existing Utility Easement.

- b. The existing 10-foot easement recorded in Anoka County as Document No. 295643 (Book 744 pg 39) will be widened to 20-feet.
 - c. The Property Owner will dedicate that portion of Griggs Avenue that runs through the Subject Property. Said dedication is conditioned on the execution and delivery to the Property Owner of a recordable Encroachment Agreement or other document or written assurance acceptable to the Property Owner evidencing the preservation of all pre-existing non-conforming or other legal rights regarding the encroachment of the existing shopping center building on Griggs Avenue.
7. The Parties agree that a park and trail dedication fee is due because the Property Owner re-platted the Subject Property. The Parties agree that any park and trail dedication fee as to the parcels comprising the shopping center and daycare facility has been satisfied but such fees are owed as to the undeveloped lots. In any event, park and trail dedication fees owed are not be payable until such time as such undeveloped lots are developed. The value of that dedication will be determined at the time payment is made to the City. The Property Owner agrees to allow the City to attach the properties indicating this agreement as to park and trail dedication fees by a filing made with the Anoka County Recorder.
8. To ensure performance of the Plans, and to guarantee compliance with the terms of this Agreement, payment of special assessments, and payment of the costs of all connection fees, the Property Owner shall furnish the City with a letter of credit, in the form acceptable to the City (attached as Exhibit A) and from a bank acceptable to the City in the amount set forth below (“Security”). The Security shall be for a term ending July 1, 2016. The City may draw down the Security, upon notice as provided in this Agreement, for any violation of the terms of this Agreement or if the security is allowed to lapse prior to the end of the required term. If the Security is drawn down, the proceeds shall be used to cure the default under this Agreement. The Property Owner shall furnish the City with Security in an amount one-hundred ten percent (110%) of the cost of the Private Improvements (\$16,500) determined as follows:

a. Description of Public and Private Improvements:	Cost
i. Replace city curb and gutter and repair street.	\$ 10,000
ii. Remove and install new fire hydrant	\$ 5,000

b. Upon receipt of proof satisfactory to the City that the Private Improvements have been completed, 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 Private Improvements have been completed and approved by the City, and the required "as constructed" plans have been received by the City. Notwithstanding anything the contrary in this Agreement, however, the City shall consider action upon a request to reduce the Security amount within 30 days of the date a written request for reduction is submitted to the City by the Property Owner.

9. In the event of default by the Property Owner as to any of the work to be performed by it hereunder, the City may, at its option, following delivery of notice to the Property Owner as required in this Agreement, perform the work and the Property Owner shall promptly reimburse the City for any expense incurred by the City or the City may use the Security or Security for Private Improvements to pay the expenses incurred, provided the Property Owner, except in an emergency as determined by the City in its reasonable discretion, is first given notice of a default under this Agreement, not less than forty-eight (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 land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.
10. This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property and it shall run with the property.
11. The Property Owner is responsible for paying the normal and regular City fees related to the Private Improvements or for re-platting the Subject Property. Those fees are not included in the administrative costs for the Special Assessment as contained in paragraph two.

12. The Property Owner agrees that they will not attempt to enroll this property in Green Acres unless they agree in writing to make direct payment of single annual installments of special assessments to the City within 60 days of billing. Any change to the legally designated use of the Subject Property, except with express written permission of the City, is a breach of this Agreement and grounds for the City draw down the entire amount of the Security.
13. No remedy herein conferred upon or reserved to the City or other governmental agencies are intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. The City may pursue the remedies available under this Agreement independently from the remedies available to any other entity which may attempt to take legal action against the Subject Property or the Property Owner.
14. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient by the City.
15. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, and the remaining provisions shall not in any way be affected or impaired thereby.
16. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from a court for permission to liquidate a letter of credit or enter a lien upon the Subject Property in order to remedy any default. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.
17. Whenever any default occurs and the City shall employ attorneys or incur other reasonable expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Property Owner herein contained, the Property Owners agrees that it shall, on demand therefore, pay to the City the reasonable fees of such attorneys and such other

18. Except as specifically stated herein, the payment of this special assessment shall be governed by Minnesota Statutes Chapter 429

By: _____
Mark Kurth, Mayor

- 7 -

NORTHWAY GRANDCHILDREN PARTNERSHIP,
a Minnesota general partnership

- 8 -

a Minnesota corporation

By: _____

Howard A. Paster

Its: Vice President

STATE OF MINNESOTA)
) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Howard A. Paster the Vice President of Northway Investment Company, a Minnesota corporation, on behalf of the corporation.

Notary Public

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

RESOLUTION NO. 15-19

Resolution Receiving Feasibility Report

WHEREAS, pursuant to resolution of the council adopted June 18, 2015, a report has been prepared by MSA Professional Services, Inc. with reference to proposed Improvement of South Highway Drive between Griggs Avenue and Woodland Road by milling or reclamation of the roadway and paving new bituminous, and this report was received by the council on July 1, 2015, and

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

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

1. The council will consider the improvement of such street in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$72,637.50.
2. A public hearing for this part of the project is being waived at the property owners request.

Adopted by the council this 1st day of July, 2015.

Mayor

City Administrator

FEASIBILITY STUDY
SOUTH HIGHWAY DRIVE IMPROVEMENT PROJECT

CITY OF LEXINGTON

June 2015

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly registered Professional Engineer under the laws of the State of Minnesota.



Steven M. Winter, PE
Reg. No. 42814

June 25, 2015

Date:



MSA Professional Services, Inc.
60 Plato Boulevard East; Suite 140
St. Paul, MN 55107
763-786-4570, Fax 763-786-4574

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INTRODUCTION

This feasibility report for South Highway Drive Improvements within the City was authorized through Council resolution by the Lexington City Council at their June 18, 2015 council meeting. The location of the proposed project is presented on Exhibit 1 and detailed below:

Shared Street	From	To
South Highway Drive	Griggs Avenue	Woodland Road

PROJECT SCOPE

The purpose of this study is to analyze the feasibility of street improvements on the street listed above. This study will discuss the existing conditions of the street and proposed improvements. Also addressed within this report are the estimated project costs, proposed project funding sources, and an anticipated project schedule. This project will be accomplished under Minnesota Statute 429, and will thus require public hearings and assessment of project costs. These costs consist of estimated construction expenses plus overhead. The costs related to overhead include City administration, engineering, fiscal, and legal expenses. The City's current assessment policy will be used as a guide to discuss financing methods for this project.

EXISTING CONDITIONS

In its existing condition South Highway Drive is predominately 26 feet wide, but the width varies throughout the project corridor. Curbing and storm water catchments can be found along the north side of the road while the south side runs adjacent to parking lots serving various stores found in the Northway Shopping Center. South Highway Drive primarily serves commercial traffic for the Northway Shopping Center in the City of Lexington. The bulk of the commercial traffic using the street includes garbage trucks, transit buses, delivery trucks, and some commercial trucks.

The roadway included within the scope of this project contains numerous patches and poorly drained pavements. The most severe deterioration of this roadway is present along the roadway edges. In its current state, storm water is trapped along the roadway causing ponding during heavy storm events. The trapped water then percolates into the subsurface causing structural pavement failure. In addition to the drainage issue, degradation of this road has been accelerated by freeze/thaw action in the winters and heavy truck traffic.

PROPOSED IMPROVEMENTS

The City's assessment policy details a standard street for reconstruction as a new bituminous roadway with concrete curb and gutter. A residential street deemed to receive maintenance/rehabilitation work would see an additional bituminous layer constructed over the existing bituminous surface. For this project a combination of both standards will be utilized. The existing bituminous surface will be completely ground together with the aggregate base in a process called full depth reclamation. This and other pavement details are outlined in Exhibit 2: Typical Street Section found in the Appendix. The estimated costs for the proposed street improvements are included in the Detailed Cost Table found in the same Appendix.

EASEMENTS AND PERMITS

The existing right-of-way is adjacent to the street improvements outlined within this report. As street improvements will be designed to match existing conditions as closely as possible, there may be a requirement for temporary construction easements in isolated cases. These requirements will be further defined during the design phase of this process.

PROJECT COST

The construction cost is \$72,637.50 for the proposed street improvements. The overhead items have been estimated at 30% of the construction cost for the project. These overhead costs include City administration, engineering, fiscal, and legal expenses.

The estimated construction and project costs for this project are provided in the enclosed detailed cost table and an overview is shown below. The South Highway Drive Improvement Project will be paid 100% by the Pastor Properties.

COST TABULATION

Street	Total Const. Costs	Estimated Overhead	Total Project Cost
South Highway Drive	\$55,875.00	\$16,762	\$72,637.50

PROJECT FINANCING

As per the City's current assessment policy, street maintenance/rehabilitation projects shall be assessed against the benefitted property on the basis of frontage on the street abutting the improvement. For this project, Pastor Properties will enter into an agreement with the City of Lexington to pay 100% of the project cost. The attached Exhibit 3: Assessment Areas, found in the Appendix, presents the anticipated lots to be assessed for the project.

PROJECT SCHEDULE

The following project schedule is proposed for the South Highway Drive Improvement Project, should the Council choose to proceed with the project.

City Council authorized Feasibility Study	June 18, 2015
City Council receives Feasibility Study	July 1, 2015
Start Construction	July 15, 2015
Complete Project	September 2015
Prepare Assessment Role	Waived
Assessment Hearing	Waived
Property Owner Makes First Assessment Payment to County	May 2016

CONCLUSION

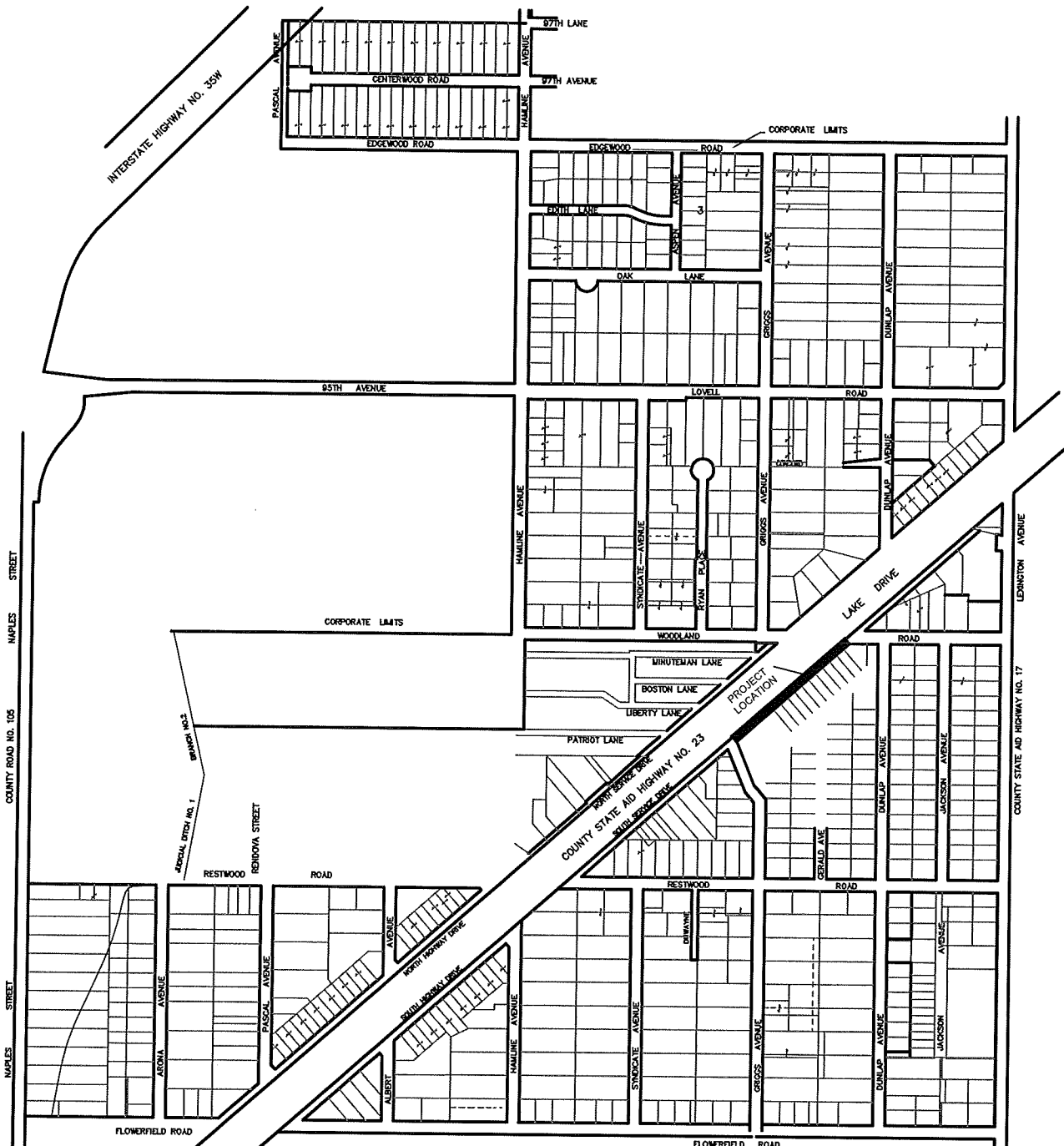
If the improvements considered within the scope of this report are to be completed during the 2015 construction season with the nearby Flowerfield Road Improvements Project.

The estimated project cost for the South Highway Drive Improvement Project is \$72,631. The project is proposed to be financed through the assessment of abutting properties in accordance with Minnesota Statute 429 and as agreed upon in the Special Assessment Agreement with Pastor Properties.

APPENDIX

DETAILED COST TABLE, PROPOSED STREET, TYPICAL SECTION, AND ASSESSMENT EXHIBITS,

APPENDIX					
ENGINEER'S OPINION OF COST - SOUTH HIGHWAY DRIVE IMPROVEMENT PROJECT					
CITY OF LEXINGTON, MN					
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
<u>SCHEDULE 1.0 - SOUTH HIGHWAY DRIVE IMPROVEMENT PROJECT</u>					
2021.501	MOBILIZATION	LS	1	\$ 500.00	\$ 500.00
2104.513	SAW CUT FULL-DEPTH	LF	960	\$ 3.00	\$ 2,880.00
2105.501	COMMON EXCAVATION	CY	310	\$ 7.50	\$ 2,325.00
2215.501	FULL DEPTH RECLAMATION	SY	2740	\$ 2.25	\$ 6,165.00
2232.501	MILL BITUMINOUS SURFACE (1.0")	SY	70	\$ 1.50	\$ 105.00
2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (2, B)	TN	310	\$ 70.00	\$ 21,700.00
2360.501	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (2, B)	TN	310	\$ 70.00	\$ 21,700.00
2563.610	TRAFFIC CONTROL	LS	1	\$ 500.00	\$ 500.00
TOTAL - SCHEDULE 1.0 - SOUTH HIGHWAY DRIVE IMPROVEMENT PROJECT					\$ 55,875.00
					\$ 55,875.00
				Overhead	30%
TOTAL CONSTRUCTION COST					\$ 72,637.50



PROPOSED STREET IMPROVEMENTS

MSA

PROFESSIONAL SERVICES
TRANSPORTATION • MUNICIPAL
DEVELOPMENT • ENVIRONMENTAL

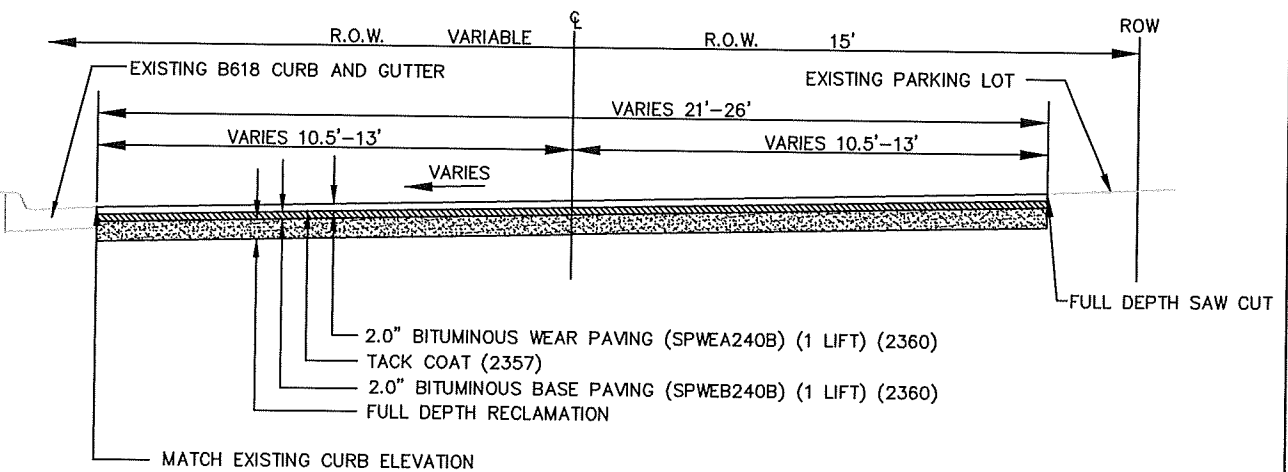


**FLOWERFIELD ROAD IMPROVEMENTS
AREAS TO BE ASSESSED**

City of Lexington

EXHIBIT

1



TYPICAL STREET SECTION
SOUTH HIGHWAY DRIVE

MSA

PROFESSIONAL SERVICES

TRANSPORTATION • MUNICIPAL
DEVELOPMENT • ENVIRONMENTAL



FLOWERFIELD ROAD IMPROVEMENTS
AREAS TO BE ASSESSED

City of Lexington

EXHIBIT

2



EXHIBIT

3

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

RESOLUTION NO. 15-20

A RESOLUTION ACCEPTING BID

WHEREAS, pursuant to an advertisement for bids for 2015 Flowerfield Road the improvement following streets:

Flowerfield Road	Between	South Highway Dr	and	Lexington Avenue;
South Highway Dr	Between	Griggs Avenue	and	Woodland Road;

WHEREAS, bids were received, opened, and tabulated according to the law, and the following bids were received complying with the advertisement:

(Brought to council meeting)

AND WHEREAS, it appears that _____ of _____ is the lowest responsible bidder,

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

1. This is a joint project with the City of Blaine. The City of Blaine will received these bids at the July 9th, 2015 City Council meeting. The City Clerk is required to verify the City of Blaine as recommended award of the contract.
2. The Mayor and Clerk are then hereby authorized and directed to enter into the contract with _____ in the name of the City of Lexington for the Flowerfield Road Improvements as listed above according to the plans and specifications therefor approved by the City Council and on file in the office of the City Clerk.
3. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LEXINGTON
THE 1th DAY OF JULY, 2015.**

Mayor

ATTEST:

City Administrator

CITY OF LEXINGTON
COUNTY OF ANOKA
STATE OF MINNESOTA

ORDINANCE #15 - 09

AN ORDINANCE AMENDING CITY CODE CHAPTER 5

Section 1. The City Council of Lexington does hereby ordain as following changes to Chapter 5.260 the Lexington City Code:

SECTION 5.260. PENALTIES, Subd. 2.

- B. A finding that the licensee has failed to comply with any applicable statute, rule, or provision of this ordinance will subject the licensee to the following administrative penalties:

Type of License	1 st Violation	2 nd Violation	3 rd Violation	4 th Violation
On-sale intoxicating	\$1000 and up to 3 days	\$1500 and up to 5 days	\$2000 and up to 10 days	Revocation
On-sale restaurant	\$500 and up to 3 days	\$1000 and up to 5 days	\$1500 and up to 10 days	Revocation
On-sale beer, wine, or brew pub	\$250 and up to 3 days	\$500 and up to 5 days	\$1000 and up to 10 days	Revocation
All other licenses	\$500 and up to 3 days	\$1000 and up to 5 days	\$1500 and up to 10 days	Revocation

- C. The Council shall select the day or days during which the license will be suspended. The days of suspension shall be consecutive.

Section 2. Effective Date. This ordinance shall be effective immediately upon its passage and publication of the attached summary according to law.

PASSED AND DULY ADOPTED this 1st day of July, 2015 by the City Council of the City of Lexington.

Mark Kurth, Mayor

Attest:

Bill, Patracek, City Clerk

Deleted: The license shall be suspended by the Council a

Deleted: for at least the minimum periods as follows:

Deleted: ¶
<#>For the first violation within any three-year period, at least three consecutive day suspension in addition to any criminal or civil penalties which may be imposed.¶
¶
<#>For a second violation within any three-year period, at least five consecutive day suspension in addition to any criminal or civil penalties which may be imposed.¶
¶
<#>For the third violation within any three-year period, at least ten consecutive day suspension in addition to any criminal or civil penalties which may be imposed.¶
¶
<#>For a fourth violation within any three-year period, the license shall be revoked.¶
¶

Deleted: Subd. 3. The following is the minimum schedule of presumptive civil penalty, suspension and/or revocation which must be imposed:¶

¶
<#>For the first violation within any three-year period, \$1,000.00.¶
¶
<#>For the second violation within any three-year period, \$1,500.00 civil fine.¶
¶
<#>For the third violation within any three-year period, \$2,000.00 civil fine.¶

SECTION 5.260. PENALTIES.

Subd. 1. The Council shall sanction the licensee upon finding the licensee failed to comply with any applicable statute, regulation, or provision of this ordinance relating to liquor. The sanctions available to the Council include revocation of the license, suspension of the license for up to sixty-days, and/or a civil penalty of up to \$2,000.00. The Council may also impose additional restrictions or conditions on a license. Except in cases of lapse of proof of financial responsibility or conditions which immediately void a license, no suspension or revocation shall take effect until the licensee has been afforded an opportunity for a hearing pursuant to the Administrative Procedures Act, M.S. §§ 14.57 to 14.70, as it may be amended from time to time. The Council may act as the hearing body under that act, or it may contract with the Office of Hearing Examiners for a hearing officer.

Subd. 2. The following are the minimum periods of suspension or revocation which shall be imposed by the Council for violations of the provisions of this Chapter or M.S. Ch. 340A, as it may be amended from time to time or any rules promulgated under that chapter as they may be amended from time to time:

A. For commission of a felony related to the licensed activity, sale of alcoholic beverages while the license is under suspension, sale of intoxicating liquor where the only license is for 3.2 percent malt liquor, or violation of the prohibitions against nudity on the licensed premises, the license shall be revoked.

B. A finding that the licensee has failed to comply with any applicable statute, rule, or provision of this ordinance will subject the licensee to the following administrative penalties:

Type of License	1 st Violation	2 nd Violation	3 rd Violation	4 th Violation
On-sale intoxicating	\$1000 and up to 3 days	\$1500 and up to 5 days	\$2000 and up to 10 days	Revocation
On-sale restaurant	\$500 and up to 3 days	\$1000 and up to 5 days	\$1500 and up to 10 days	Revocation
On-sale beer, wine, or brew pub	\$250 and up to 3 days	\$500 and up to 5 days	\$1000 and up to 10 days	Revocation
All other licenses	\$500 and up to 3 days	\$1000 and up to 5 days	\$1500 and up to 10 days	Revocation

C. The Council shall select the day or days during which the license will be suspended. The days of suspension shall be consecutive.

Subd. 4. Immediate Suspension. Conditions which effect an immediate suspension of a license pursuant to this ordinance or state law occur without further action of the Council. Failure to pay a civil penalty by the date set by the Council shall effect an immediate suspension of the license. Lapse of required proof of financial

Deleted: The license shall be suspended by the Council a

Deleted: for at least the minimum periods as follows:

Deleted: ¶
<#>For the first violation within any three-year period, at least three consecutive day suspension in addition to any criminal or civil penalties which may be imposed.¶
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¶
<#>For a fourth violation within any three-year period, the license shall be revoked.¶
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Deleted: Subd. 3. The following is the minimum schedule of presumptive civil penalty, suspension and/or revocation which must be imposed:¶

¶
<#>For the first violation within any three-year period, \$1,000.00.¶
¶
<#>For the second violation within any three-year period, \$1,500.00 civil fine.¶
¶
<#>For the third violation within any three-year period, \$2,000.00 civil fine.¶

responsibility shall effect an immediate suspension of the license. Notice of cancellation or lapse of a current liquor liability policy shall also constitute notice to the licensee of the impending suspension of the license. The holder of a license who has received notice of lapse of required insurance or of suspension or revocation of a license may request a hearing thereon and, if a request is made in writing to the Clerk, a hearing before the Council shall be granted at the next regularly scheduled Council meeting. Any suspension under this Section shall continue until the Council determines that the financial responsibility requirements of state law and this ordinance have again been met.

Subd. 5. The term "violation" as used in this Section includes any and all violations of the provisions in this section, or of M.S. Ch. 340A, as it may be amended from time to time or any rules promulgated under that chapter as they may be amended from time to time. The number of violations shall be determined on the basis of the history of violations for the preceding three-year period, and include any violation which may have occurred under the license ordinance in effect prior to the adoption of this ordinance. License revocation or suspension shall occur no later than 60 days following a violation for which such a sanction is warranted or imposed unless a shorter period is specified by law. Any person violating the provisions of this ordinance or M.S. Ch. 340A as it may be amended from time to time or any rules promulgated under that chapter as they may be amended from time to time is guilty of a misdemeanor and upon conviction shall be punished as provided by law. License action pursuant to this Chapter does not bar criminal prosecution.