

AGENDA
CITY OF LEXINGTON
REGULAR COUNCIL MEETING
JUNE 1, 2017 – 7:00 P.M.
9180 LEXINGTON AVENUE

1. CALL TO ORDER: – Mayor Kurth

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

2. CITIZENS FORUM

This is a portion of the Council meeting where individuals will be allowed to address the Council on subjects which are not a part of the meeting agenda. Persons wishing to speak may be required to complete a sign-up sheet and give it to a staff person at the meeting. The Council may take action or reply at the time of the statement or may give direction to staff for future action based on the concerns expressed.

3. APPROVAL OF AGENDA WITH CHANGES AND CORRECTIONS

4. INFORMATIONAL REPORTS:

- A. Airport (Councilmember Harris)
B. Cable Commission (Councilmember Murphy)
C. City Administrator (Bill Petracek)
D. Liquor Store Report (Jack Borgan)

5. LETTERS AND COMMUNICATIONS:

- A. Anoka County Board of Commissioners – Recycling Acknowledgement **pp. 1**
B. Metropolitan Council – 2016 Annual Population Estimates **pp. 2-5**
C. Public Notice – Council Quorum Lake Drive Open House – May 23, 2017 **pp. 6**
D. Public Notice – Closed Executive Session – May 18, 2017 **pp. 7**
E. Planning & Zoning meeting minutes - May 16, 2017 **pp. 8-10**
F. Centennial Lakes Police Department Media Report
 • 5-10 - 2017 through 5-17, 2017 **pp. 11-16**
 • 5-18-2017 through 5-25-2017 **pp. 17-21**

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 – May 18, 2017

pp. 22-25

- B. Recommendation to Approve Claims and Bills:

pp. 26-33

Check #'s 13522 through 13524

Check #'s 42093 through 42143

Check #'s 11447 through 114767

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 liquor license for Carbone's pending successful background check being performed by Centennial Lakes Police Department

pp. 34

- B. Recommendation to approve City of Roseville IT contract

pp. 35-50

- C. Recommendation to approve Purchase Agreement for DuWayne Property from Dinky Town Rentals in the amount of \$95,000.00

pp. 51-91

- D. Recommendation to approve Business License Renewals

pp. 92

8. MAYOR AND COUNCIL INPUT

9. ADJOURNMENT

/mv

THE ANOKA COUNTY BOARD OF COMMISSIONERS

Acknowledges with great appreciation the commitment to recycling of

City of Lexington

In 2016, Anoka County residents and businesses recycled 213,963 tons of material.

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


Matt Look
District #1

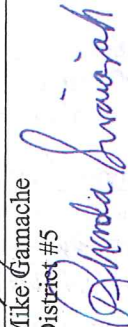

Julie Braastad
District #2

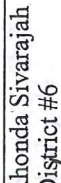

Robyn West
District #3


Scott Schulte
District #7


Jim Kordiak
District 4


Mike Gamache
District #5


Rhonda Sivarajah
District #6


Scott Schulte
District #7

May 15, 2017

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

Dear Mr. Petracek:

The Metropolitan Council has prepared preliminary population and household estimates for your community as of April 1, 2016. This is an annual process governed by *Minnesota Statutes 473.24*. Please note that these estimates are different from the Council's local forecasts that your community has reviewed before. Forecasts look ahead to the coming decades; the annual estimates communicated below look back in time to the previous year.

2016 Annual Population Estimate

The Metropolitan Council estimates that the City of Lexington had 2,018 people and 782 households as of April 1, 2016. Household size averaged 2.575 persons per household.

How was this estimate calculated?

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

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

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

This estimate is only 10 people (for example) higher than my community's 2015 estimate. Does this mean that my community added only 10 people between 2015 and 2016?

No, not necessarily. Each year, we update our data and refine our methods, so estimates from different years are not directly comparable. Instead, we recommend examining growth since the 2010 Census.

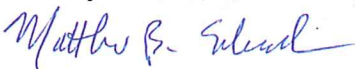
How can my community provide feedback on this estimate?

We welcome discussion of the 2016 preliminary estimates and invite you to review and comment on them. Please send any written comments or questions to Matt Schroeder, Metropolitan Council Research, 390 Robert Street North, Saint Paul, MN 55101; or by e-mail to Matt.Schroeder@metc.state.mn.us. ***Under Minnesota Statutes 473.24, we must receive your comments, questions, or specific objections, in writing, by Saturday, June 24, 2017.***

What happens after my community provides feedback?

The Council will certify final estimates by July 15, 2017 for state government use in allocating local government aid and street aid.

Sincerely,



Matt Schroeder
Senior Researcher

2016 Annual Population Estimates

Lexington city, Anoka County, Minnesota

Households:	782	Population in Households:	2,014	Average Household Size:	2.575
Housing Total:	838	Population in Group Quarters:	4		
Occupancy Rate:	93.32%	Total Population:	2,018		

The Metropolitan Council's Annual Estimates account for housing stock changes since April 1, 2010. These include housing units permitted and other changes. Other changes are due to demolitions, building conversions (units added or lost), city boundary changes (units annexed in or out), and other changes reported by city and township staff. We assume that 95% of single-family detached units, 90% of townhome/duplex/triplex/quadplex units, and 85% of multifamily units permitted in 2015 were completed and occupiable by April 1, 2016; the remainder are occupiable in the future and will count toward next year's estimates (for April 1, 2017).

Manufactured homes are counted each year from Metropolitan Council surveys of manufactured home park operators and local governments. Other housing (boats, RVs, etc. used as housing) comes from the most recent American Community Survey estimates.

	<u>Housing Stock April 1, 2010</u>	<u>Permitted and built since 2010</u>	<u>Other changes since 2010</u>	<u>Housing Stock April 1, 2016</u>
Single-family-detached:	459	1	-1	459
Townhomes:	60	0	0	60
Duplex, 3-, 4-plex units:	70	0	0	70
Multifamily units:	145	0	0	145
Manufactured homes:	127			104
Other (boats, RVs, etc. as shelter):	0			0
Housing Total:	861			838

Each housing type has a specifically estimated occupancy rate and average household size. These data come from the most recent Community Survey estimates, decennial census data from the U.S. Census Bureau, and the U.S. Postal Service (for occupancy rates only). For more detail, please see the full methodology, available online from <https://www.metrocouncil.org/populationestimates>.

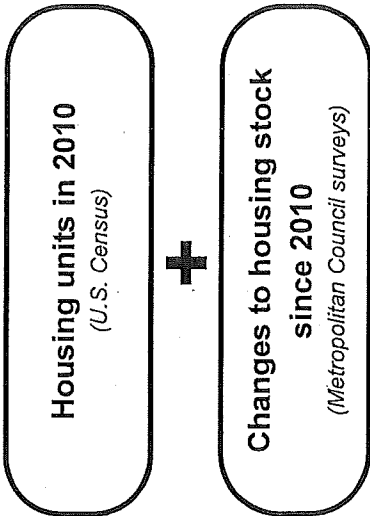
Definitions: A household is a group of people (or one person alone) occupying a housing unit.

The number of occupied housing units and the number of households are equivalent.

Population in Group Quarters (or institutional housing) is counted separately through an annual Metropolitan Council survey.

	<u>Housing Stock April 1, 2016</u>	<u>Occupancy Rate 2016</u>	<u>Occupied with Households</u>	<u>Persons Per Household</u>	<u>Population in 2016</u>
Single-family-detached:	459	94.34%	433	2.747	1,190
Townhomes:	60	93.88%	56	2.747	154
Duplex, 3-, 4-plex units:	70	95.93%	67	2.685	180
Multifamily units:	145	89.22%	129	1.663	214
Manufactured homes:	104	93.55%	97	2.843	276
Other:	0	Counted only if occupied	0	2.129	0
Housing Total:	838		Households: 782	In Households: 2,014 In Group Qtrs: 4	2,018
				Total Population:	2,018

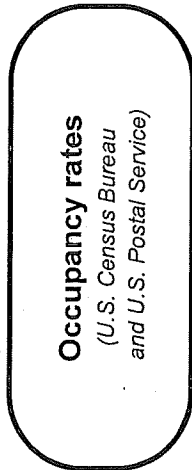
HOW MANY HOUSING UNITS ARE IN THE COMMUNITY?



We start with the housing units from the 2010 Census, then we add units identified in our annual surveys of residential construction (building permits and other housing stock changes) and manufactured housing parks.

This results in the estimated number of housing units in each community, broken down by the type of housing.

HOW MANY HOUSEHOLDS OCCUPY THESE HOUSING UNITS?

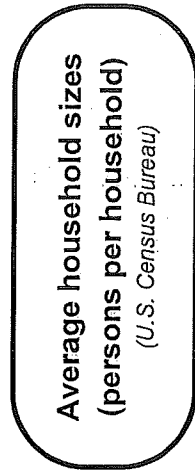


Not all of these housing units are occupied; some are vacant.

To estimate the number of households, we examine occupancy rates in the community for different types of housing. These data come from the U.S. Census Bureau's American Community Survey and Decennial Census as well as the U.S. Postal Service.

This results in the estimated number of households in each community, again broken down by the type of housing.

HOW MANY PEOPLE LIVE IN THESE OCCUPIED HOUSING UNITS?



Finally, we examine the average household sizes in the community for different types of housing. These data come from the U.S. Census Bureau's American Community Survey and Decennial Census.

To arrive at the total population, we add in residents of "group quarters" (places like correctional facilities, college dormitories, emergency housing shelters, and nursing homes), measured by our annual survey of such facilities.

The data inputs for your community are on the back of this page.

For more detail, see the estimates methodology, available from <https://www.metrocouncil.org/populationestimates>.

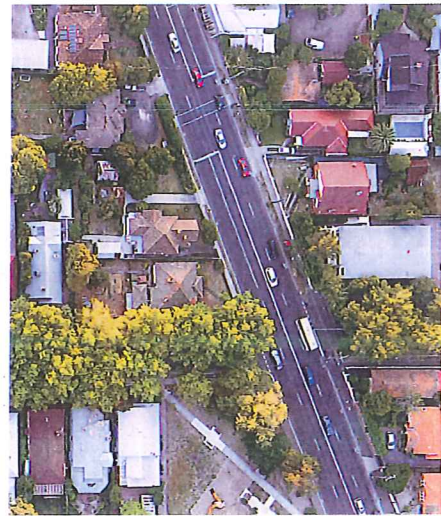
Census 2020 is starting now

An important message from the Minnesota State Demographic Center

Make sure your community gets its fair share of funding in the decade ahead

Before 2020 Census forms appear in mailboxes, the Census Bureau needs addresses. If the Bureau doesn't know that a new subdivision or apartment building has sprung up, residents could go uncounted. And that would mean less federal and state funding for your community.

In July 2017, the Census Bureau will invite local governments to help verify and update a database of all residential addresses through its Local Update of Census Addresses (LUCA) program. Counties, cities, and townships will be asked to review the Census Bureau's address file, check it for accuracy, and supplement the file with new or additional addresses. The review itself will begin in early 2018.



What do you need to do?

Just look for the Census Bureau's LUCA invitation in July. The Bureau will mail packets to the highest elected official of your county, city, or township and "cc" any additional contacts it has on file. You can help by making sure that that packet doesn't get accidentally overlooked. LUCA registrations must be returned to the Census Bureau by December 2017.



Have more questions? Send us an email: demography.help@state.mn.us

We're pretty friendly.

PUBLIC NOTICE

CITY OF LEXINGTON COUNTY OF ANOKA STATE OF MINNESOTA

TO WHOM IT MAY CONCERN:

Notice is hereby given, Lexington City Mayor and Councilmembers may be in attendance at the Lake Drive Project – Open House to be held on May 23, 2017 from 5 to 7 pm. This may constitute a quorum of the City Council. No city council business will be conducted during this time.

**Mary Vinzant
Deputy City Clerk**

POSTED: May 17, 2017

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 Thursday, May 18, 2017. The Council will convene directly after Administrator 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 of this meeting is to discuss offers on the Lovell Building.

Mary Vinzant
Deputy City Clerk

POSTED: May 16, 2017

**Minutes
PUBLIC HEARING
&
REGULAR PLANNING COMMISSION MEETING
May 16, 2017 - 7:00 P.M.
9180 Lexington Avenue, Lexington, MN**

1. CALL TO ORDER

Roll Call: Chairperson Olsson, Commissioners Bautch, O'Neil, Thorson and Vanderbloomer

Vice Chairperson O'Neill called to order the Public Hearing on the Storm Water Pollution Prevention Program May 16, 2017 at 7:00 p.m. Commissioners Present: John Bautch, Ron Thorson, and Mark Vanderbloomer. Excused absence: Chairperson Chris Olsson. Also present: John Hughes, Councilmember; Bill Petracek, City Administrator; Chris Janson, MSA Consultant.

2. PUBLIC HEARING – Storm Water Pollution Prevention Program (SWPPP)

Petracek read the following at the public hearing:

The MS4 permit and SWPPP outlines the steps The City of Lexington will take during the current permit cycle of five years (2014-2019) to reduce storm water pollution and is commonly referred to as a Storm Water Pollution Prevention Plan (SWPPP) which is required by the State Clean Water Act. The Minnesota Pollution Control Agency (MPCA) is the statutory agency authorized to issue the permits, review the SWPPP and ensure compliance with the State mandates.

The purpose of this public hearing is to hold an annual meeting to receive public opinion on the adequacy and effectiveness of the SWPPP. A copy of the MS4 and SWPPP will be available upon request at the public hearing. The 2016 annual report will incorporate any comments received and all additional required documentation prepared before submittal to MPCA by June 30, 2017.

Staff recommends that the Planning Commission take the comments, if any, made at the public hearing, and pass them along to the City Council for additional input. The City Council may review that information and staff will include it in the City's Annual Report to be submitted to MPCA by June 30, 2017.

No citizens were present to address the Commission for the public hearing.

3. ADJOURNMENT PUBLIC HEARING

A motion was made by Bautch to close the public hearing for the Storm Water Pollution Prevention Program at 7:03 p.m. The motion was seconded by Vanderbloomer. Motion carried 4-0.

REGULAR PLANNING COMMISSION MEETING

4. CALL TO ORDER

A. Roll Call: Chairperson Olsson, Commissioners Bautch, O'Neil, Thorson and Vanderbloomer

Vice Chairperson O'Neill called to order the Regular Planning Commission meeting on May 16, 2017 at 7:04 p.m. Commissioners Present: John Bautch, Ron Thorson, and Mark Vanderbloomer. Excused Absence: Chairperson Olsson. Also present: John Hughes, Councilmember; Bill Petracek, City Administrator; Chris Janson, MSA Consultants.

5. CITIZENS FORUM

No citizens were present to address the Commission

6. APPROVAL OF AGENDA WITH CHANGES AND CORRECTIONS

A motion was made by Vanderbloomer to approve the agenda as typewritten. The motion was seconded by Thorson. Motion carried 4-0.

7. LETTERS AND COMMUNICATION

A. Building Permits for April 2017

No discussion on the April 2017 Building Permits

8. APPROVAL OF PLANNING COMMISSION MINUTES

A. April 11, 2017

A motion was made by Bautch to approve the April 11, 2017 Planning Commission minutes as presented. The motion was seconded by Thorson. Motion carried 4-0.

9. DISCUSSION ITEM:

- A. Overview of Lexington's Comprehensive Planning Process
- B. Review of Public Input Results and Survey Discussion
- C. Discussion about Draft Goals/Objectives for Plan Elements

Chris Janson, MSA Consulting, was present to provide an overview of Lexington's Comprehensive Planning Process, discuss public input and survey results, and draft the goals and objectives for plan elements. Discussion ensued.

Janson discussed the lack of online survey results- five surveys completed - and whether it was necessary to mail out a survey or formulate another process to gather feedback from the community. Petracek explained that maybe we should try to get it out on social media first, and then consider mailing a survey to each resident. Discussion ensued.

10. NOTE COUNCIL MINUTES:

- A. April 6, 2017
- B. April 20, 2017

Some discussion was had on the April 6th and April 20th Council minutes.

11. PLANNING COMMISSION INPUT

Bautch explained that the street sign on Albert Ave was faded, the 30 mph sign on North Highway Drive was blocked out, and there was a hole forming on the property lines between his property and his neighbors. Discussion ensued.

Thorson stated that the gravel that was put into the pothole on Hamline Ave. didn't work. Discussion ensued.

O'Neill explained that there was something rotting in the ditch that was causing a bad smell on the West side of Hamline Ave north of Lovell Road. Discussion ensued.

12. ADJOURNMENT

Bautch made a motion to adjourn the May 16th meeting at 8:00 p.m. The motion was seconded by Vanderbloomer. Motion carried 4-0.

Centennial Lakes Police Department

Media Report

5/10/17 through 5/17/17

CASE NUMBER: 17100204
CASE DESCRIPTION: ORDINANCE VIOLATION
INCIDENT DATE: 5/10/17
INCIDENT LOCATION: 100 BLOCK SOUTH DR, CIRCLE PINES, MN
NARRATIVE: ON 05/10/2017, WHILE ON ROUTINE PATROL I OBSERVED AN ORDINANCE VIOLATION WITHIN THE 100 BLOCK OF SOUTH DRIVE.
CLEAR.

CASE NUMBER: 17100374
CASE DESCRIPTION: LOST ANIMAL
INCIDENT DATE: 5/10/17
INCIDENT LOCATION: 73XX MAIN ST, CENTERVILLE, MN
NARRATIVE: LOST DOGS
FEMALE IN THE 7300 BLOCK OF MAIN ST FLAGGED ME DOWN TO REPORT HER DOGS LOST. DOGS HAVE COLLARS AND TAGS.
CLEAR.

CASE NUMBER: 17100370
CASE DESCRIPTION: HARASSMENT
INCIDENT DATE: 5/10/17
INCIDENT LOCATION: 18XX PIONEER LN, CENTERVILLE, MN
NARRATIVE: HARASSMENT
OFFICERS WERE DISPATCHED TO A PHONE CALL HARASSMENT REPORT THAT OCCURRED IN THE 1800 BLOCK OF PIONEER LN. OFFICERS TOOK INFORMATION FOR A REPORT AND DISCUSSED OPTIONS WITH THE COMPLAINANT.
CLEAR

CASE NUMBER: 17100369
CASE DESCRIPTION: ORDINANCE COMPLAINT
INCIDENT DATE: 5/10/17
INCIDENT LOCATION: 2XX GALAXY DR NE, CIRCLE PINES, MN
NARRATIVE: ON 05/10/2017, I RECEIVED AN ORDINANCE VIOLATION COMPLAINT WITHIN THE 200 BLOCK OF GALAXY DRIVE
FOLLOW UP REQUIRED.

CASE NUMBER: 17100511
CASE DESCRIPTION: CHILD CUSTODY DISPUTE
INCIDENT DATE: 5/10/17
INCIDENT LOCATION: CIRCLE PINES, MN
NARRATIVE: CHILD CUSTODY DISPUTE
MALE IN CIRCLE PINES CALLED REQUESTING I OBSERVE CHILD FOR BRUISES DUE TO AN ACCUSATION BY THE CHILD'S MOTHER OF ABUSE. NO UNUSUAL MARKS FOUND.
CLEAR.

CASE NUMBER: 17100452
CASE DESCRIPTION: FOUND ANIMAL
INCIDENT DATE: 5/10/17
INCIDENT LOCATION: 2X CROSSWAY DR, CIRCLE PINES, MN
NARRATIVE: FOUND DOG
FEMALE LOCATED A FEMALE DOG IN HER YARD IN THE 20 BLOCK OF CROSSWAY DR. THE DOG HAD NO COLLAR OR TAGS. DOG WAS TAKEN TO OTTER LAKE ANIMAL HOSPITAL.
CLEAR.

CASE NUMBER: 17100688
CASE DESCRIPTION: DOMESTIC
INCIDENT DATE: 5/10/17
INCIDENT LOCATION: 38XX PATRIOT LN, LEXINGTON, MN
NARRATIVE: DOMESTIC
OFFICERS WERE DISPATCHED TO A DOMESTIC IN THE 3800 BLOCK OF PATRIOT LN.
BOTH PARTIES ADVISED TO SEPARATE, AND GO TO THEIR OWN ROOMS.
CLEAR.

CASE NUMBER: 17100921
CASE DESCRIPTION: ASSIST OTHER AGENCY
INCIDENT DATE: 5/11/17
INCIDENT LOCATION: 67XX 20TH AVE, LINO LAKES, MN
NARRATIVE: ASSIST OTHER LAW ENFORCEMENT AGENCY-ASSIST LINO LAKES PUBLIC SAFETY IN THE 6700 BLOCK OF 20TH AVE. INACTIVE.

CASE NUMBER: 17102132
CASE DESCRIPTION: HOUSE/PROPERTY CHECK
INCIDENT DATE: 5/12/17
INCIDENT LOCATION: CIRCLE PINES, MN
NARRATIVE:

CASE NUMBER: 17102035
CASE DESCRIPTION: PROPERTY DAMAGE
INCIDENT DATE: 5/12/17
INCIDENT LOCATION: LAKE DR/LEXINGTON AVE, CIRCLE PINES, MN
NARRATIVE: PROPERTY DAMAGE ACCIDENT
MALE IN THE AREA OF LEXINGTON AVE AND LAKE DR DID NOT REALIZE CARS IN FRONT OF HIM STOPPED. MALE CRASHED INTO A SECOND VEHICLE.
MALE WAS CITED IN THE CRASH. NO INJURIES RESULTED FROM THE CRASH.
STATE ACCIDENT REPORT WAS COMPLETED.
CLEAR.

CASE NUMBER: 17101279
CASE DESCRIPTION: TRAFFIC-RECKLESS DRIVING
INCIDENT DATE: 5/11/17
INCIDENT LOCATION: 9500 BLOCK LEXINGTON AVE, CIRCLE PINES, MN
NARRATIVE: TRAFFIC STOP
OFFICERS STOPPED A MOTORCYCLE IN THE 9500 BLOCK OF LEXINGTON AVE FOR MULTIPLE TRAFFIC VIOLATIONS.
DRIVER CITED.
CLEAR.

CASE NUMBER: 17101319
CASE DESCRIPTION: SUSPICIOUS ACTIVITY
INCIDENT DATE: 5/11/17
INCIDENT LOCATION: 2XX CIVIC HEIGHTS CIR, CIRCLE PINES, MN
NARRATIVE: SUSPICIOUS ACTIVITY
OFFICERS WERE PROVIDED INFORMATION REGARDING A SUSPICIOUS
VEHICLE IN THE 200 BLOCK OF CIVIC HEIGHTS CIR.
VEHICLE LOCATED, NO ISSUES.
CLEAR

CASE NUMBER: 17101448
CASE DESCRIPTION: VANDALISM
INCIDENT DATE: 5/11/17
INCIDENT LOCATION: 5X WEST GOLDEN LAKE RD, CIRCLE PINES, MN
NARRATIVE: VANDALISM
OFFICERS WERE PROVIDED INFORMATION REGARDING VANDALISM IN THE
50 BLOCK OF WEST GOLDEN LAKE RD.
VANDALISM LOCATED.
NO SUSPECTS AT THIS TIME.

CASE NUMBER: 17101776
CASE DESCRIPTION: ORDINANCE VIOLATION
INCIDENT DATE: 5/12/17
INCIDENT LOCATION: 95XX HAMLINE AVE, LEXINGTON, MN
NARRATIVE: RESPONDED TO THE 9500 BLOCK OF HAMLINE AVE ON AN ORDINANCE
COMPLAINT. SPOKE TO THE HOMEOWNER AND ADVISED THEM ABOUT THE
COMPLAINT AND FUTURE VIOLATIONS WILL RESULT IN CITATIONS.

CASE NUMBER: 17102310
CASE DESCRIPTION: ACCIDENT-MV PI - ASSIST OTHER AGENCY
INCIDENT DATE: 5/12/17
INCIDENT LOCATION: INTERSTATE 35E/COUNTY RD J, LINO LAKES, MN
NARRATIVE:

CASE NUMBER: 17101282
CASE DESCRIPTION: DRIVING COMPLAINT
INCIDENT DATE: 5/11/17
INCIDENT LOCATION: 91XX LAKE DR, LEXINGTON, MN
NARRATIVE: DRIVING COMPLAINT
OFFICERS WERE DISPATCHED TO A DRIVING COMPLAINT THAT KIDS WERE
IN A MOVING VEHICLE WITHOUT RESTRAINTS.
OFFICERS SPOKE WITH SUSPECTED OFFENDER.
CLEAR.

CASE NUMBER: 17101418
CASE DESCRIPTION: FOUND PROPERTY
INCIDENT DATE: 5/11/17
INCIDENT LOCATION: 92XX RYAN PL, LEXINGTON, MN
NARRATIVE: FOUND PROPERTY
OFFICERS WERE DISPATCHED TO FOUND PROPERTY IN THE 9200 BLOCK OF RYAN PLACE.
ITEM WAS HANDED OVER TO POLICE.
CLEAR

CASE NUMBER: 17102414
CASE DESCRIPTION: ASSAULT
INCIDENT DATE: 5/12/17
INCIDENT LOCATION: CIRCLE PINES, MN
NARRATIVE: ASSAULT
OFFICERS WERE DISPATCHED TO AN ASSAULT REPORT IN THE 0 BLOCK OF CENTRAL ST.
JUVENILES LEFT SCENE WITH PARENTS.
CLEAR.

CASE NUMBER: 17103854
CASE DESCRIPTION: DOMESTIC - ASSIST OTHER AGENCY
INCIDENT DATE: 5/14/17
INCIDENT LOCATION: 7XX TOWN CENTER PKWY, LINO LAKES, MN
NARRATIVE:

CASE NUMBER: 17103940
CASE DESCRIPTION: DOMESTIC ESCORT
INCIDENT DATE: 5/14/17
INCIDENT LOCATION: 69XX SUMAC CT, CENTERVILLE, MN
NARRATIVE: DOMESTIC ESCORT
OFFICERS RESPONDED TO THE 6900 BLOCK SUMAC CT ON A DOMESTIC ESCORT INCIDENT. OFFICERS MEDIATED AND PARTIES SEPARATED.
CLEAR

CASE NUMBER: 17104292
CASE DESCRIPTION: TRAFFIC
INCIDENT DATE: 5/15/17
INCIDENT LOCATION: LAKE DR/PINE DR, CIRCLE PINES, MN
NARRATIVE: TRAFFIC / DRUGS.
SAW A VEHICLE SPEEDING IN AREA OF LAKE DR AND VILLAGE PARKWAY.
VEHICLE STOPPED AND DRIVER SUBSEQUENTLY ARRESTED FOR CONTROLLED SUBSTANCE VIOLATION.

CASE NUMBER: 17105260
CASE DESCRIPTION: HOUSE/PROPERTY CHECK
INCIDENT DATE: 5/16/17
INCIDENT LOCATION: CIRCLE PINES, MN
NARRATIVE:

CASE NUMBER: 17103843
CASE DESCRIPTION: FOUND PROPERTY
INCIDENT DATE: 5/14/17
INCIDENT LOCATION: 1700 BLOCK WESTVIEW ST, CENTERVILLE, MN
NARRATIVE: FOUND PROPERTY: RESPONDED TO WALK IN REPORT AT BASE FOR FOUND PROPERTY. PARTY TURNED IN A FOUND WALLET FROM THE 1700 BLOCK OF WESTVIEW STREET IN CENTERVILLE. MESSAGE WAS LEFT WITH OWNER OF THE WALLET.

CASE NUMBER: 17103041
CASE DESCRIPTION: CIVIL DISPUTE
INCIDENT DATE: 5/13/17
INCIDENT LOCATION: 3X VILLAGE PKWY, CIRCLE PINES, MN
NARRATIVE: CIVIL DISPUTE
OFFICERS TOOK A PHONE REPORT REGARDING ITEMS TAKEN BY A ROOMMATE. ROOMMATE WAS ADVISED TO RETURN ITEMS.
PENDING.

CASE NUMBER: 17102773
CASE DESCRIPTION: TRAFFIC
INCIDENT DATE: 5/13/17
INCIDENT LOCATION: LAKE DR/LEXINGTON AVE, LEXINGTON, MN
NARRATIVE: TRAFFIC: OBSERVED TRAFFIC VIOLATION AT LAKE DRIVE AND LEXINGTON AVE IN THE CITY OF LEXINGTON. SILVER CHEVY TRUCK PULLING A DOUBLE AXLE TANKER TRAILER WITH NO VISIBLE DOT NAME AND NUMBER. STOPPED CMV COMBINATION AND IT WAS INSPECTED AND DRIVER ISSUED CITATION FOR SEVERAL VIOLATIONS.

CASE NUMBER: 17104422
CASE DESCRIPTION: THEFT FROM MOTOR VEHICLE
INCIDENT DATE: 5/15/17
INCIDENT LOCATION: 68XX MALLARD WAY, CENTERVILLE, MN
NARRATIVE: THEFT FROM MV
CREDIT CARD TAKEN FROM UNLOCKED VEHICLE IN THE 6800 BLOCK OF MALLARD WAY. NO SUSPECTS.

CASE NUMBER: 17104403
CASE DESCRIPTION: PARKING - NO TAG
INCIDENT DATE: 5/15/17
INCIDENT LOCATION: 50 BLOCK EAST RD, CIRCLE PINES, MN
NARRATIVE: ON 05/15/2017, WHILE ON ROUTINE PATROL, I OBSERVED A VEHICLE PARKED IN A NO PARKING ZONE WITHIN THE 50 BLOCK OF EAST ROAD.

CASE NUMBER: 17103407
CASE DESCRIPTION: ASSAULT
INCIDENT DATE: 5/13/17
INCIDENT LOCATION: 90XX JACKSON AVE, LEXINGTON, MN
NARRATIVE: OFFICERS WERE DISPATCHED TO A MEDICAL EMERGENCY ON THE 9000 BLOCK OF JACKSON AVE. OFFICERS FOUND A MALE TO HAVE BEEN ASSAULTED AT A DIFFERENT LOCATION. NO SUSPECT IS KNOWN. OFFICERS RELEASED THE MALE TO AMBULANCE PERSONNEL.
CLEARED.

CASE NUMBER: 17104003
CASE DESCRIPTION: COUNTERFEIT
INCIDENT DATE: 5/14/17
INCIDENT LOCATION: 91XX SOUTH SERVICE DR, LEXINGTON, MN
NARRATIVE: COUNTERFEIT BILL
OFFICERS WERE DISPATCHED TO THE 9100 BLOCK OF SOUTH SERVICE DR
ON A COUNTERFEIT BILL REPORT. OFFICERS TOOK THE BILL AS EVIDENCE.
NO KNOWN SUSPECT AT THIS TIME.
CLEAR

CASE NUMBER: 17105108
CASE DESCRIPTION: TRAFFIC
INCIDENT DATE: 5/16/17
INCIDENT LOCATION: LAKE DR/FIREBARN RD, CIRCLE PINES, MN
NARRATIVE: TRAFFIC / PURSUIT.
OFFICERS OBSERVED A VEHICLE COMMIT SEVERAL LANE VIOLATIONS AND
SPEED IN THE AREA OF LAKE DR AND VILLAGE PARKWAY. VEHICLE FLED,
DRIVER TAKEN INTO CUSTODY, AND BROUGHT TO JAIL.

Centennial Lakes Police Department
Media Report
5/18/17 through 5/25/17

CASE NUMBER: 17106951
CASE DESCRIPTION: MISCELLANEOUS PUBLIC
INCIDENT DATE: 5/18/17
INCIDENT LOCATION: 6XX VILLAGE PKWY, CIRCLE PINES, MN
NARRATIVE: RESIDENT ON VILLAGE PKWY REPORTED A GUTTER SPOUT THAT WAS DETACHED FROM THE REST OF THE GUTTER SYSTEM. RESIDENT WANTED THE INFORMATION DOCUMENTED.

CASE NUMBER: 17107186
CASE DESCRIPTION: EXTRA PATROL
INCIDENT DATE: 5/18/17
INCIDENT LOCATION: 2X EAST RD, CIRCLE PINES, MN
NARRATIVE: INFORMATION
OFFICERS WERE DISPATCHED TO A COMPLAINT OF SOLICITATION IN THE 20 BLOCK OF EAST ROAD.
VEHICLE WAS GONE ON ARRIVAL.
CLEAR

CASE NUMBER: 17107132
CASE DESCRIPTION: WARRANT ARREST
INCIDENT DATE: 5/18/17
INCIDENT LOCATION: RESTWOOD RD/LAKE DR, LEXINGTON, MN
NARRATIVE: CONDUCTED A TRAFFIC STOP ON RESTWOOD RD FOR AN EQUIPMENT VIOLATION. AN ADULT FEMALE WAS TRANSPORTED TO JAIL FOR AN OUTSTANDING ARREST WARRANT.

CASE NUMBER: 17107685
CASE DESCRIPTION: DWI-3RD DEGREE
INCIDENT DATE: 5/19/17
INCIDENT LOCATION: MAIN ST/20TH AVE, CENTERVILLE, MN
NARRATIVE: OFFICERS STOPPED A VEHICLE FOR A MOVING VIOLATION THAT OCCURRED AT MAIN ST AND 20TH AVE. OFFICERS FOUND THE DRIVER TO BE INTOXICATED AND PLACED HIM UNDER ARREST. THE DRIVER OF THE VEHICLE WAS THEN TRANSPORTED TO JAIL.
CLEARED.

CASE NUMBER: 17107767
CASE DESCRIPTION: FORGERY
INCIDENT DATE: 5/19/17
INCIDENT LOCATION: 5X NORTH RD, CIRCLE PINES, MN
NARRATIVE: CLPD RECEIVED SUSPICIOUS MAIL. AFTER REVIEWING, DETERMINED IT WAS CLEARLY FRAUDULENT.

CASE NUMBER: 17109484
CASE DESCRIPTION: DWI-4TH DEGREE
INCIDENT DATE: 5/21/17
INCIDENT LOCATION: LEXINGTON AVE/NORTH RD, CIRCLE PINES, MN
NARRATIVE: OFFICERS STOPPED A VEHICLE FOR A MOVING VIOLATION THAT OCCURRED AT THE INTERSECTION OF LEXINGTON AVE AND NORTH RD. THE DRIVER OF THE VEHICLE WAS FOUND TO BE UNDER THE INFLUENCE OF ALCOHOL AND WAS PLACED UNDER ARREST. THE DRIVER WAS LATER RELEASED TO A SOBER PARTY.

CASE NUMBER: 17108497
CASE DESCRIPTION: VEHICLE- LOCKOUT
INCIDENT DATE: 5/19/17
INCIDENT LOCATION: CENTERVILLE, MN
NARRATIVE:

CASE NUMBER: 17108885
CASE DESCRIPTION: FRAUD
INCIDENT DATE: 5/20/17
INCIDENT LOCATION: 1X INDIAN HILLS DR, CIRCLE PINES, MN
NARRATIVE: FRAUD REPORT
MALE ARRIVED AT BASE TO REPORT A FRAUDULENT CHARGE ON HIS CREDIT CARD. MALE WAS REIMBURSED MONEY LOST BY CREDIT CARD COMPANY.
CLEAR.

CASE NUMBER: 17108915
CASE DESCRIPTION: PROPERTY DAMAGE
INCIDENT DATE: 5/20/17
INCIDENT LOCATION: MAIN ST/PETERSON TRL, CENTERVILLE, MN
NARRATIVE: PROPERTY DAMAGE ACCIDENT
PROPERTY DAMAGE ACCIDENT OCCURRED AT MAIN ST AND PETERSON TRL. NO INJURES. ONE VEHICLE WAS TOWED FROM THE SCENE. STATE ACCIDENT REPORT COMPLETED.
CLEAR.

CASE NUMBER: 17108445
CASE DESCRIPTION: THEFT
INCIDENT DATE: 5/19/17
INCIDENT LOCATION: 92XX LAKE DR, LEXINGTON, MN
NARRATIVE: THEFT
OFFICERS WERE DISPATCHED TO A THEFT IN THE 9200 BLOCK OF LAKE DR. OFFICERS WERE UNABLE TO LOCATE A SUSPECT.
PENDING.

CASE NUMBER: 17108194
CASE DESCRIPTION: NEIGHBORHOOD DISPUTE
INCIDENT DATE: 5/19/17
INCIDENT LOCATION: 38XX MINUTEMAN LN, LEXINGTON, MN
NARRATIVE: NEIGHBOR DISPUTE
ON 05/19/2017 OFFICERS WERE DISPATCHED TO A NEIGHBOR DISPUTE IN THE 3800 BLOCK OF MINUTEMAN LN. INVOLVED PARTIES WERE ADVISED OF ISSUES AND INFORMED HOW TO RESOLVE.
CLEAR

CASE NUMBER: 17108790
CASE DESCRIPTION: DOMESTIC ASSAULT
INCIDENT DATE: 5/20/17
INCIDENT LOCATION: 19XX CENTER ST, CENTERVILLE, MN
NARRATIVE: DOMESTIC ASSAULT-POLICE SUMMONED TO THE 1900 BLOCK OF CENTER ST ON THE REPORT OF A DOMESTIC ASSAULT. CASE MARKED AS CLEARED BY ARREST.

CASE NUMBER: 17110115
CASE DESCRIPTION: WARRANT ARREST
INCIDENT DATE: 5/21/17
INCIDENT LOCATION: 2XX GALAXY DR, CIRCLE PINES, MN
NARRATIVE: OFFICERS WERE DISPATCHED TO A SUSPICIOUS VEHICLE LOCATED ON THE 240 BLOCK OF GALAXY DR. OFFICERS FOUND THAT ONE OF THE OCCUPANTS OF THE VEHICLE HAD A WARRANT AND PLACED THE PASSENGER UNDER ARREST. OFFICERS THEN TRANSPORTED THE ARRESTED PARTY TO JAIL. CLEARED.

CASE NUMBER: 17110692
CASE DESCRIPTION: HOUSE/PROPERTY CHECK
INCIDENT DATE: 5/22/17
INCIDENT LOCATION: CIRCLE PINES, MN
NARRATIVE:

CASE NUMBER: 17110203
CASE DESCRIPTION: TRAFFIC
INCIDENT DATE: 5/22/17
INCIDENT LOCATION: LEXINGTON AVE/WEST RD, CIRCLE PINES, MN
NARRATIVE: OFFICERS STOPPED A VEHICLE FOR A MOVING AND AN EQUIPMENT VIOLATION AT THE INTERSECTION OF LEXINGTON AVE & NORTH RD. OFFICERS FOUND THE VEHICLE TO HAVE EXPIRED REGISTRATION. THE VEHICLE WAS TOWED, AND THE DRIVER WAS RELEASED WITH A CITATION. CLEARED.

CASE NUMBER: 17110380
CASE DESCRIPTION: CRIMINAL SEXUAL CONDUCT
INCIDENT DATE: 5/22/17
INCIDENT LOCATION: CIRCLE PINES, MN
NARRATIVE: INFORMATION
OFFICERS WERE DISPATCHED TO POSSIBLE INFORMATION OF CRIMINAL SEXUAL CONDUCT.
CASE REFERRED TO CID.
CLEAR.

CASE NUMBER: 17109697
CASE DESCRIPTION: ACCIDENT-MV PD
INCIDENT DATE: 5/21/17
INCIDENT LOCATION: MAIN ST/20TH AVE, CENTERVILLE, MN
NARRATIVE: MV PD ACCIDENT
OFFICERS WERE DISPATCHED TO A PROPERTY DAMAGE ACCIDENT IN THE 7100 BLOCK OF 20TH AVE.
NO INJURIES.
CLEAR

CASE NUMBER: 17110078
CASE DESCRIPTION: DOMESTIC-VERBAL
INCIDENT DATE: 5/21/17
INCIDENT LOCATION: 88XX JACKSON AVE, LEXINGTON, MN
NARRATIVE: DOMESTIC
MALE IN THE 8800 BLOCK OF JACKSON AVE CALLED TO REPORT A DOMESTIC BETWEEN HIM AND HIS SON. SON LEFT FOR THE NIGHT. MALE DID NOT WISH TO PURSUE CHARGES.
CLEAR.

CASE NUMBER: 17110532
CASE DESCRIPTION: TRAFFIC-DAS/DAR/DAC
INCIDENT DATE: 5/22/17
INCIDENT LOCATION: 1600 BLOCK MAIN ST, CENTERVILLE, MN
NARRATIVE: TRAFFIC STOP
OFFICERS PULLED OVER A VEHICLE FOR A TRAFFIC VIOLATION IN THE 1600 BLOCK OF MAIN ST.
DRIVER CITED, VEHICLE TOWED.
CLEAR.

CASE NUMBER: 17112324
CASE DESCRIPTION: HOUSE/PROPERTY CHECK
INCIDENT DATE: 5/24/17
INCIDENT LOCATION: CIRCLE PINES, MN
NARRATIVE:

CASE NUMBER: 17111700
CASE DESCRIPTION: CHECK WELFARE
INCIDENT DATE: 5/23/17
INCIDENT LOCATION: 2XX AURORA LN, CIRCLE PINES, MN
NARRATIVE: CHECK WELFARE
OFFICERS WERE DISPATCHED TO THE 200 BLOCK OF AURORA LANE ON A WELFARE CHECK. OFFICERS LOCATED THE PERSON AND VERIFIED THAT THEY WERE FINE.
CLEAR

CASE NUMBER: 17111808
CASE DESCRIPTION: DOMESTIC ESCORT
INCIDENT DATE: 5/23/17
INCIDENT LOCATION: 19XX CENTER ST, CENTERVILLE, MN
NARRATIVE: DOMESTIC ESCORT
OFFICERS ESCORTED AN ADULT TO RETRIEVE BELONGINGS FROM A RESIDENCE. NO ISSUES.
CLEARED.

CASE NUMBER: 17112221
CASE DESCRIPTION: TRAFFIC COMPLAINT
INCIDENT DATE: 5/24/17
INCIDENT LOCATION: PHEASANT LN/CENTER ST, CENTERVILLE, MN
NARRATIVE: TRAFFIC: RESPONDED TO THE AREA OF PHEASANT LANE AND CENTER STREET IN CENTERVILLE ON A TRAFFIC COMPLAINT INVOLVING A WHITE PASSENGER CAR DRIVING CARELESSLY. DRIVER WAS LOCATED AND EDUCATED ABOUT HIS DRIVING CONDUCT. VERBAL WARNINGS ISSUED.

CASE NUMBER: 17110862
CASE DESCRIPTION: HARASSMENT
INCIDENT DATE: 5/22/17
INCIDENT LOCATION: 70XX BRIAN CT, CENTERVILLE, MN
NARRATIVE: NEIGHBOR DISPUTE.
FEMALE IN THE 7000 BLOCK OF BRIAN CT CALLED TO REPORT SOME HARASSMENT FROM ANOTHER NEIGHBOR NEAR BY. SPOKE WITH ALL PARTIES INVOLVED AND ASKED THEY STOP TALKING TO EACH OTHER. ALL PARTIES AGREED.
CLEAR.

**Unapproved minutes
PUBLIC HEARING
&
CITY OF LEXINGTON
REGULAR COUNCIL MEETING
MAY 18, 2017 – 7:00 P.M.
9180 LEXINGTON AVENUE**

PUBLIC HEARING

1. CALL TO ORDER: - Mayor Kurth

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

Mayor Kurth called to order the public hearing for the City of Lexington at 7:00 pm of May 18, 2017. Councilmember's present: Devries, Hughes, Harris and Murphy. Also Present: Bill Petracek, City Administrator; Kurt Glaser, City Attorney; Chris Galiov, Finance Director; Steve Winter, City Engineer; Peggy McNamara, Administrative Assistant; Pat Zeitner, Quad Community Press. Citizens attending public hearing provided their information on a signup sheet.

PUBLIC HEARING: The purpose is to consider the making of Improvements called 2017 Street Improvement, an improvement of Flowerfield Road between North Highway Drive and Naples Street and Restwood Road between North Highway Drive and Naples Street; and Hamline Avenue from South Highway Drive to Flowerfield Road by a reclamation or complete reconstruction as needed of the roadway to include concrete curb and gutter and an adequate storm sewer system.

Steve Winter, City Engineer, provided an overview of the 2017 street projects on a powerpoint projector.

Members of the public that addressed the Council:

*Sherri Urbanski
8740 Hamline Ave
Lexington, MN. 55014*

Ms. Urbanski asked about how the City is going to address the water drainage problem on Hamline Ave. She asked what is being planned to alleviate the problem with this reconstruction project. Winter provided an explanation as to how the reconstruction of Hamline Ave. will include the extension of a storm sewer pipe with two new catch basins. Winter included more details of the project to Urbanski and members of the public.

Leroy Gene Miller
8854 Hamline Ave.
Lexington, MN 55014

Mr. Miller stated that water runs into his basement from Hamline Ave. during and after rainstorms. He added that he would like to see a drainpipe installed on Hamline Ave. in the event there is an overflow. He continued by saying that he doesn't believe a 4" curb is going to correct the drainage problem on Hamline Ave. He doesn't think that he would have water in his backyard if there was a proper sized curb in place. Discussion about the height of curb on Hamline Ave. and the water drainage ensued.

John Bautch
8970 Albert Ave.
Lexington, MN. 55014

Mr. Bautch asked the city engineer what type of material is being laid down on Restwood Ave. City Engineer Winter provided an explanation for the paving process of Restwood Ave. Discussion ensued.

2. ADJOURN PUBLIC HEARING

The public hearing adjourned at 7:53 p.m.

REGULAR COUNCIL MEETING

1. CALL TO ORDER: – Mayor Kurth

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

Mayor Kurth called to order Regular City Council meeting for the City of Lexington at 7:55 pm of May 18, 2017. Councilmember's present: Devries, Hughes, Harris and Murphy. Also Present: Bill Petracek, City Administrator; Kurt Glaser, City Attorney; Chris Galiov, Finance Director; Steve Winter, City Engineer; Peggy McNamara, Administrative Assistant; Pat Zeitner, Quad Community Press, Larry Renallo, Cowboy's Saloon; Members of the community.

2. CITIZENS FORUM

Peggy McNamara, Administrative Assistant, was in attendance to present Mayor Kurth with the Green Step award – Step 2. Petracek reminded the Council that becoming part of the Green Step program was part of the strategic planning process. Discussion ensued.

3. APPROVAL OF AGENDA WITH CHANGES AND CORRECTIONS

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

4. LETTERS AND COMMUNICATIONS:

- A. Public Notice – Park Board meeting
- B. Public Notice – Planning & Zoning Public Hearing – SWPPP
- C. Lake Drive Project – Open House – May 23rd from 5 to 7 pm
- D. North Metro TV – April Update
- E. Centennial Lakes Police Department
 - Media Report – 5-4-17 through 5-9-17
- F. Public Notice – May 18, 2017 Council Workshop cancelled

No comments or discussion on Letters and Communications

5. CONSENT ITEMS:

- A. Recommendation to Approve Council Minutes:
Council Meeting – May 4, 2017
- B. Recommendation to Approve Claims and Bills:
Check #'s 13519 through 13521
Check #'s 40239 through 42092
Check #'s 11424 through 11466
- C. Financial Reports
 - Cash Balances
 - Fund Summary – Budget to Actual

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

6. ACTION ITEMS:

- A. Recommendation to approve Business License renewals

A motion was made by Councilmember Devries to approve Business License renewals. The motion was seconded by Councilmember Hughes. Motion carried 5-0.

- B. Recommendation to approve Resolution NO. 17-07 A Resolution Ordering
Improvement and Preparation of Plans

A motion was made by Councilmember Murphy to approve Resolution No. 17-07 – A Resolution Ordering Improvement and Preparation of Plans. The motion was seconded by Councilmember Hughes. Motion carried 5-0.

- C. Recommendation to approve Joint Powers Agreement between the City of
Lexington and Anoka County for Assessment of Property.

A motion was made by Councilmember Devries to approve a Joint Powers Agreement between the City of Lexington and Anoka County for assessment of property. The motion was seconded by Councilmember Harris. Motion carried 5-0.

- D. Recommendation to approve 2017 Management and Non Union Salary Increases.

The City Council discussed Petracek's recommendations for 2017 management and non union salary increases.

A motion was made by Councilmember Devries to approve the recommended 2017 management and non-union salary increases. The motion was seconded by Councilmember Hughes. Motion carried 4-1

7. MAYOR AND COUNCIL INPUT

Councilmember Devries asked about allowing dogs on patios in the bars in lexington. Discussion ensued. Devries stated that the P.D. wrote a patron a ticket for having a dog on the patio of a bar. Larry Renallo, owner Cowboy's saloon, provided an insight to animals in restaraunts and bars. Attorney Glaser stated he would do some research into the regulations of animals in liquor/restaurant establishments and bring information back to the next meeting.

8. ADMINISTRATOR INPUT

Petracek discussed the comprehensive plan survey on website/facebook. He also announced the two used lawnmowers for sale on Govdeal.com.

9. CONVENE FOR CLOSED EXECUTIVE SESSION-DISCUSS OFFERS ON LOVELL BUILDING

Council convened in closed session at 8:25 p.m.

10. RECONVENE FROM CLOSED SESSION

Council reconvened in open session at 8:56 p.m.

11. ADJOURNMENT

A motion was made by Councilmember Hughes to adjourn the Regular Council meeting of May 18, 2017 at 8:57 p.m. The motion was seconded by Councilmember Harris. Motion carried 5-0.
/mv

CITY OF LEXINGTON

RECOMMEND FOR APPROVAL OF CLAIMS AND BILLS

**The following claims and bills have been presented to the Council for approval
at the Council Meeting of June 1, 2017.**

(1) Payroll

Checks	13522 through	13524	\$	414.07
Vouchers	500279 through	500310	\$	8,317.10
Vouchers	500312 through	500326	\$	17,993.84

VOID:

Payroll Taxes

Federal Tax	\$2,950.26	
Social Security	\$4,407.42	
Medicare	\$1,030.90	
		<u>\$8,388.58</u>
State Tax	\$1,280.75	\$1,280.75
Total		<u>\$9,669.33</u>

(2) General and Liquor Payment Recommendations:

Checks:	42093 through	42143	\$	226,978.88
---------	---------------	-------	----	------------

(3) ACH and Credit Card Payments for:

ACH Checks:	through	\$	-
-------------	---------	----	---

(5) Wire Transfer Payment Recommendation: (Bond Payments)

\$	-
----	---

Total Payments and Withdrawals Approval

<u>\$</u>	<u>263,373.22</u>
-----------	-------------------

Centennial Lakes Police Payment Recommendations:

Checks	11447 through	11467	\$	22,953.96
ACH	through		\$	-

Total Payments	<u>\$</u>	<u>22,953.96</u>
----------------	-----------	------------------

VOID:

***Check Detail Register©**

June 2017

		Check Amt	Invoice	Comment
10100 4M FUND				
Paid Chk#	042093	6/1/2017	ABDO, EICK & MEYERS, LLP	
E 220-41500-301	Auditing/Acctg Services	\$327.50	384420	AUDIT SERVICES
E 609-00000-301	Auditing/Acctg Services	\$982.50	384420	AUDIT SERVICES
E 651-00000-301	Auditing/Acctg Services	\$655.00	384420	AUDIT SERVICES
E 730-00000-301	Auditing/Acctg Services	\$1,310.00	384420	AUDIT SERVICES
E 770-00000-301	Auditing/Acctg Services	\$1,310.00	384420	AUDIT SERVICES
E 101-41500-301	Auditing/Acctg Services	\$1,965.00	384420	AUDIT SERVICES
Total ABDO, EICK & MEYERS, LLP		\$6,550.00		
Paid Chk#	042094	6/1/2017	AFSCME MN COUNCIL 5	
G 101-21719	Union Dues	\$226.86		JUNE 2017 UNION DUES
Total AFSCME MN COUNCIL 5		\$226.86		
Paid Chk#	042095	6/1/2017	ALL PROFESSIONAL CARPET	
E 609-00000-230	Contracted Services	\$224.44	21319	FLOOR MAINTENANCE
Total ALL PROFESSIONAL CARPET		\$224.44		
Paid Chk#	042096	6/1/2017	ARCTIC GLACIER ICE	
E 609-00000-257	Ice For Resale	\$135.27	1911713106	
E 609-00000-257	Ice For Resale	\$196.16	1914713802	
E 609-00000-257	Ice For Resale	\$102.52	1929714305	
Total ARCTIC GLACIER ICE		\$433.95		
Paid Chk#	042097	6/1/2017	ARTISAN BEER COMPANY	
E 609-00000-252	Beer Purchase	\$320.00	3178995	
Total ARTISAN BEER COMPANY		\$320.00		
Paid Chk#	042098	6/1/2017	AUTOPLUS AUTO PARTS	
E 101-45200-404	Repair Machinery/Equipment	\$6.06	038801703	PARTS - PARKS
Total AUTOPLUS AUTO PARTS		\$6.06		
Paid Chk#	042099	6/1/2017	AVESIS VISION PLAN	
E 101-45200-160	Health/Dental Insurance	\$5.36	1650228	JUNE 2017 VISION PREMIUM
E 609-00000-160	Health/Dental Insurance	\$27.56	1650228	JUNE 2017 VISION PREMIUM
E 101-41500-160	Health/Dental Insurance	\$7.08	1650228	JUNE 2017 VISION PREMIUM
E 101-43100-160	Health/Dental Insurance	\$8.04	1650228	JUNE 2017 VISION PREMIUM
Total AVESIS VISION PLAN		\$48.04		
Paid Chk#	042100	6/1/2017	BELLBOY CORPORATION	
E 609-00000-251	Liquor Purchase	\$1,466.40	58955600	
E 609-00000-254	Miscellaneous Purchase	\$74.34	95834500	
E 609-00000-254	Miscellaneous Purchase	\$363.26	98532500	
Total BELLBOY CORPORATION		\$1,904.00		
Paid Chk#	042101	6/1/2017	BERNICKS BEVERAGES	
E 609-00000-252	Beer Purchase	\$469.60	359051	
E 609-00000-252	Beer Purchase	\$122.00	360376	
Total BERNICKS BEVERAGES		\$591.60		
Paid Chk#	042102	6/1/2017	BREAKTHRU BEVERAGE MN	
E 609-00000-251	Liquor Purchase	\$1,655.20	1080633712	
E 609-00000-252	Beer Purchase	\$46.15	1080633713	
E 609-00000-251	Liquor Purchase	\$1,679.20	1080636518	
E 609-00000-251	Liquor Purchase	\$27.70	1080636519	
E 609-00000-251	Liquor Purchase	(\$4.87)	2080171963	

***Check Detail Register©**

June 2017

			Check Amt	Invoice	Comment
E 609-00000-251	Liquor Purchase		(\$42.10)	2080172028	
Total BREAKTHRU BEVERAGE MN			\$3,361.28		
Paid Chk# 042103	6/1/2017	CAPITOL BEVERAGE SALES			
E 609-00000-252	Beer Purchase		\$4,995.68	1872293	
E 609-00000-252	Beer Purchase		\$3,858.75	1879077	
E 609-00000-254	Miscellaneous Purchase		\$153.60	1881288	
E 609-00000-252	Beer Purchase		\$15,631.05	1894305	
Total CAPITOL BEVERAGE SALES			\$24,639.08		
Paid Chk# 042104	6/1/2017	CENTENNIAL LAKES PD			
E 101-42110-230	Contracted Services		\$61,391.42		JUNE 2017 MONTHLY POLICE CONTRACT
Total CENTENNIAL LAKES PD			\$61,391.42		
Paid Chk# 042105	6/1/2017	CIRCLE PINES, CITY OF			
E 599-42110-611	Bond Interest		\$295.21		JUNE 2017 POLICE BLDG PAYMENT
E 599-42110-601	Bond Principal		\$4,583.33		JUNE 2017 POLICE BLDG PAYMENT
Total CIRCLE PINES, CITY OF			\$4,878.54		
Paid Chk# 042106	6/1/2017	CITYWIDE WINDOW SERVICES INC.			
E 609-00000-400	General Maintenance		\$32.34	620104	APRIL 2017 SERVICE
Total CITYWIDE WINDOW SERVICES INC.			\$32.34		
Paid Chk# 042107	6/1/2017	CLEAR RIVER BEVERAGE COMPANY			
E 609-00000-252	Beer Purchase		\$433.55	101-574	
E 609-00000-252	Beer Purchase		\$1,150.00	101-618	
Total CLEAR RIVER BEVERAGE COMPANY			\$1,583.55		
Paid Chk# 042108	6/1/2017	COCA-COLA BOTTLING CO			
E 609-00000-254	Miscellaneous Purchase		\$557.42	3636203516	
Total COCA-COLA BOTTLING CO			\$557.42		
Paid Chk# 042109	6/1/2017	COMCAST			
E 101-42260-329	Cable/Internet		\$84.90		8772 10 519 0007159
Total COMCAST			\$84.90		
Paid Chk# 042110	6/1/2017	DAHLHEIMER DISTRIBUTING			
E 609-00000-252	Beer Purchase		\$7,309.60	147168	
E 609-00000-252	Beer Purchase		\$5,095.55	147856	
E 609-00000-252	Beer Purchase		(\$230.80)	148055	
Total DAHLHEIMER DISTRIBUTING			\$12,174.35		
Paid Chk# 042111	6/1/2017	DELTA DENTAL			
E 101-43100-160	Health/Dental Insurance		\$88.38	6911898	JUNE 2017 DENTAL PREMIUM
E 101-45200-160	Health/Dental Insurance		\$58.92	6911898	JUNE 2017 DENTAL PREMIUM
E 609-00000-160	Health/Dental Insurance		\$183.00	6911898	JUNE 2017 DENTAL PREMIUM
E 101-41500-160	Health/Dental Insurance		\$109.35	6911898	JUNE 2017 DENTAL PREMIUM
Total DELTA DENTAL			\$439.65		
Paid Chk# 042112	6/1/2017	EHLERS & ASSOC.			
G 220-22040	Dominium Escrow - Lovell Bldg		\$747.50	73449	LOVELL SENIOR APTS PROJECT
Total EHLERS & ASSOC.			\$747.50		
Paid Chk# 042113	6/1/2017	EMERGENCY RESPONSE SOLUTIONS			
E 101-42260-404	Repair Machinery/Equipment		\$995.00	8698	SCBA FLOW TESTS AND REPLACEMENTS
Total EMERGENCY RESPONSE SOLUTIONS			\$995.00		

***Check Detail Register©**

June 2017

			Check Amt	Invoice	Comment
Paid Chk#	042114	6/1/2017	FESTIVAL FOODS		
E 101-43100-430	Miscellaneous		\$39.11		SUPPLIES - CITY HALL AND PW
E 101-41500-430	Miscellaneous		\$40.00		SUPPLIES - CITY HALL AND PW
Total FESTIVAL FOODS			\$79.11		
Paid Chk#	042115	6/1/2017	FRATTALLONE S HARDWARE		
E 101-45200-210	Operating Supplies		\$21.32	060077/G	
E 101-45200-210	Operating Supplies		\$21.48	060118/G	
Total FRATTALLONE S HARDWARE			\$42.80		
Paid Chk#	042116	6/1/2017	GREEN ENERGY TECHNOLOGIES		
E 609-00000-500	Capital Expenditures		\$2,800.00		LED COOLER LIGHTS REPLACEMENT
Total GREEN ENERGY TECHNOLOGIES			\$2,800.00		
Paid Chk#	042117	6/1/2017	HOHENSTEINS INC		
E 609-00000-252	Beer Purchase		\$2,061.25	894887	
Total HOHENSTEINS INC			\$2,061.25		
Paid Chk#	042118	6/1/2017	HOME DEPOT		
E 101-45200-404	Repair Machinery/Equipment		\$239.91	1010912	MATERIALS - MEMORIAL PARK
Total HOME DEPOT			\$239.91		
Paid Chk#	042119	6/1/2017	JIMMYS JOHNNYS		
E 101-45200-418	Other Rentals		\$80.50	115980	MAY 2017 TOT PARK RENTALS
Total JIMMYS JOHNNYS			\$80.50		
Paid Chk#	042120	6/1/2017	JJ TAYLOR		
E 609-00000-252	Beer Purchase		(\$11.50)	2658313	
E 609-00000-252	Beer Purchase		\$7,835.43	2689400	
E 609-00000-252	Beer Purchase		\$9,816.20	2689433	
Total JJ TAYLOR			\$17,640.13		
Paid Chk#	042121	6/1/2017	JOHNSON BROTHERS LIQUOR		
E 609-00000-251	Liquor Purchase		\$16,437.61	5723533	
E 609-00000-253	Wine Purchase		\$13,106.80	5723534	
E 609-00000-254	Miscellaneous Purchase		\$175.92	5723535	
E 609-00000-254	Miscellaneous Purchase		\$174.66	5723536	
E 609-00000-251	Liquor Purchase		\$1,582.92	5724828	
E 609-00000-253	Wine Purchase		\$330.10	5724829	
E 609-00000-251	Liquor Purchase		\$973.06	5724830	
E 609-00000-251	Liquor Purchase		\$275.32	5727791	
E 609-00000-253	Wine Purchase		\$599.46	5727792	
E 609-00000-251	Liquor Purchase		\$665.19	5728850	
E 609-00000-253	Wine Purchase		\$119.54	5728851	
E 609-00000-251	Liquor Purchase		\$645.24	5728852	
E 609-00000-251	Liquor Purchase		\$1,153.98	5730367	
E 609-00000-253	Wine Purchase		\$940.62	5730368	
E 609-00000-254	Miscellaneous Purchase		\$37.18	5730369	
E 609-00000-251	Liquor Purchase		\$1,003.18	5730370	
E 609-00000-253	Wine Purchase		(\$0.58)	624912	
E 609-00000-251	Liquor Purchase		(\$88.48)	625339	
Total JOHNSON BROTHERS LIQUOR			\$38,131.72		
Paid Chk#	042122	6/1/2017	M AMUNDSON LLP		
E 609-00000-256	Tobacco Products For Resale		\$2,148.54	237502	
E 609-00000-256	Tobacco Products For Resale		\$2,400.66	237926	

***Check Detail Register©**

June 2017

			Check Amt	Invoice	Comment
Total M AMUNDSON LLP			\$4,549.20		
Paid Chk# 042123	6/1/2017	MCMA			
E 101-41500-433	Dues and Subscriptions		\$105.00		ANNUAL MEMBERSHIP
Total MCMA			\$105.00		
Paid Chk# 042124	6/1/2017	MKL SERVICES, LLC			
E 220-46000-230	Contracted Services		\$132.00	060117	WK ENDING 05/20/17
E 220-46000-230	Contracted Services		\$132.00	060117	WK ENDING 05/27/17
Total MKL SERVICES, LLC			\$264.00		
Paid Chk# 042125	6/1/2017	MN DEPT OF COMMERCE			
R 101-32100	Business Licenses/Permits		\$100.00	CK #38550	UNCLAIMED PROPEETY - SCHROEDER
Total MN DEPT OF COMMERCE			\$100.00		
Paid Chk# 042126	6/1/2017	MN DEPT OF HEALTH			
G 730-23000	Water Testing		\$992.00		Q2 2017 WATER SUPPLY CONN. FEE
Total MN DEPT OF HEALTH			\$992.00		
Paid Chk# 042127	6/1/2017	MSA PROFESSIONAL SERVICES			
E 445-00000-303	Engineering Fees		\$0.00		2016 STREET IMPROVEMENTS
E 445-00000-303	Engineering Fees		\$7,627.55	11-R10481024	2016 STREET IMPROVEMENTS
E 310-41500-570	Office Equip and Furnishings		\$165.50	14-R10481021	GIS/GPS SOLUTION
E 730-00000-303	Engineering Fees		\$637.00	14-R10481023	2016 WATER SUPPLY PLAN
E 330-00000-500	Capital Expenditures		\$2,229.23	15-R10481022	WELLHOUSE IMPROVEMENT
E 440-00000-303	Engineering Fees		\$98.00	35-R10481016	FLOWERFIELD RD
E 101-41500-308	Consultant Fees		\$5,092.11	3-R10481025	2040 COMPREHENSIVE PLAN
E 651-00000-303	Engineering Fees		\$2,009.00	49-R10481002	NPDES PHASE II MS4
E 101-41500-303	Engineering Fees		\$2,019.02	52-R10481000	GENERAL
Total MSA PROFESSIONAL SERVICES			\$19,877.41		
Paid Chk# 042128	6/1/2017	PAUSTIS & SONS			
E 609-00000-253	Wine Purchase		\$1,539.50	8589564-IN	
Total PAUSTIS & SONS			\$1,539.50		
Paid Chk# 042129	6/1/2017	PEPSI COLA COMPANY			
E 609-00000-254	Miscellaneous Purchase		\$255.10	85014558	
Total PEPSI COLA COMPANY			\$255.10		
Paid Chk# 042130	6/1/2017	PETRACEK, BILL			
E 101-41500-205	Mileage Reimbursement		\$200.00		JUNE 2017 REIMBURSEMENT
E 101-41500-321	Telephone		\$100.00		JUNE 2017 REIMBURSEMENT
Total PETRACEK, BILL			\$300.00		
Paid Chk# 042131	6/1/2017	PHILLIPS WINE AND SPIRITS INC			
E 609-00000-251	Liquor Purchase		\$3,519.76	2165851	
E 609-00000-253	Wine Purchase		\$2,419.70	2165852	
E 609-00000-251	Liquor Purchase		\$379.79	2166641	
E 609-00000-253	Wine Purchase		\$42.53	2166642	
E 609-00000-251	Liquor Purchase		\$360.36	2169321	
E 609-00000-253	Wine Purchase		\$86.36	2169322	
E 609-00000-251	Liquor Purchase		\$414.65	2170323	
E 609-00000-253	Wine Purchase		\$670.54	2170324	
Total PHILLIPS WINE AND SPIRITS INC			\$7,893.69		
Paid Chk# 042132	6/1/2017	PRESS PUBLICATIONS			
E 101-41500-351	Legal Notices Publishing		\$97.57	552578	STREET PROJECT

***Check Detail Register©**

June 2017

			Check Amt	Invoice	Comment
E 101-41500-351	Legal Notices Publishing		\$97.57	553568	
E 101-41500-351	Legal Notices Publishing		\$345.93	554462	2016 DRINKING WATER REPORT
	Total PRESS PUBLICATIONS		\$541.07		
Paid Chk# 042133	6/1/2017	RED BULL DISTRIBUTION CO.			
E 609-00000-254	Miscellaneous Purchase		\$316.75	K-25025620	
	Total RED BULL DISTRIBUTION CO.		\$316.75		
Paid Chk# 042134	6/1/2017	REPLENISHMENT SOLUTIONS			
E 609-00000-252	Beer Purchase		\$420.00	1820997	
E 609-00000-252	Beer Purchase		\$360.00	1906617	
	Total REPLENISHMENT SOLUTIONS		\$780.00		
Paid Chk# 042135	6/1/2017	RIVERLAND COMMUNITY COLLEGE			
E 101-42260-208	Training and Instruction		\$140.00	002006SFS-1	2017 FIRE SCHOOL
	Total RIVERLAND COMMUNITY COLLEGE		\$140.00		
Paid Chk# 042136	6/1/2017	SOUTHERN GLAZERS OF MN			
E 609-00000-251	Liquor Purchase		\$363.94	1541648	
E 609-00000-251	Liquor Purchase		\$387.12	1541649	
E 609-00000-253	Wine Purchase		\$47.28	1544412	
E 609-00000-251	Liquor Purchase		\$1,217.65	1544413	
	Total SOUTHERN GLAZERS OF MN		\$2,015.99		
Paid Chk# 042137	6/1/2017	SPRINT			
E 101-43100-321	Telephone		\$31.59	495076029-17	MAY-JUNE 2017 CELL SERVICE
E 101-45200-321	Telephone		\$31.59	495076029-17	MAY-JUNE 2017 CELL SERVICE
E 651-00000-321	Telephone		\$15.79	495076029-17	MAY-JUNE 2017 CELL SERVICE
E 730-00000-321	Telephone		\$39.49	495076029-17	MAY-JUNE 2017 CELL SERVICE
E 770-00000-321	Telephone		\$39.53	495076029-17	MAY-JUNE 2017 CELL SERVICE
	Total SPRINT		\$157.99		
Paid Chk# 042138	6/1/2017	TRUENORTH STEEL			
E 101-45200-400	General Maintenance		\$763.30	BL0000006406	CULVERTS - MEMORIAL PARK
	Total TRUENORTH STEEL		\$763.30		
Paid Chk# 042139	6/1/2017	TWIST OFFICE PRODUCTS			
E 101-43500-203	Printing		\$86.70	801157-0	RECYCLING CERTIFICATES
	Total TWIST OFFICE PRODUCTS		\$86.70		
Paid Chk# 042140	6/1/2017	VINOCOPIA			
E 609-00000-253	Wine Purchase		\$814.50	0180599-IN	
	Total VINOCOPIA		\$814.50		
Paid Chk# 042141	6/1/2017	WALTERS RUBBISH INC			
E 609-00000-384	Refuse/Garbage Disposal		\$85.79	0002393440	MAY 2017 SERVICE
E 220-46000-384	Refuse/Garbage Disposal		\$423.59	0002393440	MAY 2017 SERVICE
E 770-00000-384	Refuse/Garbage Disposal		\$43.23	0002393440	MAY 2017 SERVICE
E 730-00000-384	Refuse/Garbage Disposal		\$43.23	0002393440	MAY 2017 SERVICE
E 651-00000-384	Refuse/Garbage Disposal		\$9.63	0002393440	MAY 2017 SERVICE
E 101-45200-384	Refuse/Garbage Disposal		\$32.02	0002393440	MAY 2017 SERVICE
E 101-43100-384	Refuse/Garbage Disposal		\$32.02	0002393440	MAY 2017 SERVICE
E 101-41500-384	Refuse/Garbage Disposal		\$58.87	0002393440	MAY 2017 SERVICE
	Total WALTERS RUBBISH INC		\$728.38		
Paid Chk# 042142	6/1/2017	WINE COMPANY			
E 609-00000-253	Wine Purchase		\$206.20	37283	

***Check Detail Register©**

June 2017

			Check Amt	Invoice	Comment
Total WINE COMPANY			\$206.20		
Paid Chk#	042143	6/1/2017	WINE MERCHANTS		
E 609-00000-253	Wine Purchase		\$2,233.52	7132494	
E 609-00000-253	Wine Purchase		\$53.18	7133728	
Total WINE MERCHANTS			\$2,286.70		
10100 4M FUND			\$226,978.88		

Fund Summary**10100 4M FUND**

101 GENERAL FUND	\$74,721.98
220 LOVELL BUILDING	\$1,762.59
310 CAPITAL PROJECTS	\$165.50
330 WATER CAPITAL FUND	\$2,229.23
440 15 STREET IMPROVEMENTS	\$98.00
445 16 STREET IMPROVEMENTS	\$7,627.55
599 POLICE BUILDING	\$4,878.54
609 MUNICIPAL LIQUOR FUND	\$128,391.59
651 STORM WATER FUND	\$2,689.42
730 WATER FUND	\$3,021.72
770 SEWER FUND	\$1,392.76
	\$226,978.88

Report Criteria:
Report type: Summary

GL Period	Check Issue Date	Ck No	Payee	Description	Check Amount
05/17	05/23/2017	11447	AMAZON	INFRARED CAMERA/CABLE/MEMORY	737.72
05/17	05/23/2017	11448	ASPEN MILLS, INC	BOOTS/MACE HOLDER WJ	148.90
05/17	05/23/2017	11449	CALIBRE PRESS LLC	TACTICS IN TRAFFIC SEMINAR DS	149.00
05/17	05/23/2017	11450	CENTENNIAL UTILITIES	APRIL UTILITIES	266.46
05/17	05/23/2017	11451	CENTURY LINK	COMMUNICATIONS	126.10
05/17	05/23/2017	11452	CONNEXUS ENERGY	APRIL ELECTRIC	1,927.93
05/17	05/23/2017	11453	DELTA DENTAL	JUNE DENTAL	1,532.20
05/17	05/23/2017	11454	DON'S CIRCLE SERVICE, INC	VEHICLE REPAIRS & MTC	664.99
05/17	05/23/2017	11455	GALES AUTO BODY, INC	2016 TAURUS REPAIR	125.00
05/17	05/23/2017	11456	HEALTH PARTNERS	JUNE HEALTH INS	9,925.08
05/17	05/23/2017	11457	HOLIDAY FLEET	FUEL APRIL	2,250.48
05/17	05/23/2017	11458	LEAGUE OF MN CITIES INS TRUST	DEDUCTIBLE	1,000.00
05/17	05/23/2017	11459	MMKR INC	FINAL BILLING 2016 AUDIT	2,635.00
05/17	05/23/2017	11460	METRO SALES, INC	COPIER QUARTERLY CONT	61.67
05/17	05/23/2017	11461	NEAL A. NOREN	APRIL BLDG MTC HOURS	120.00
05/17	05/23/2017	11462	OPTUM BANK	APRIL HSA SERVICE FEE	45.00
05/17	05/23/2017	11463	POPP COMUNICATIONS	DSL LINE FOR WIFI	70.90
05/17	05/23/2017	11464	PURCHASE POWER INC	POSTAGE	208.99
05/17	05/23/2017	11465	STREICHER'S, INC	AMMO	66.00
05/17	05/23/2017	11466	SUN LIFE FINANCIAL	JUNE LIFE/DISABILITY	832.24
05/17	05/23/2017	11467	TASC	2ND QTR COBRA ADMIN FEE	60.30
Grand Totals:					22,953.96



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement
445 Minnesota Street, Suite 222
St. Paul, MN 55101
651-201-7500

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approved or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code ONSS License Period Ending 6/30/2017 ID# 46789

ISSUING AUTHORITY Lexington

Licensee Name Noslo Restaurant Ops Inc

Trade Name Carbone's

City, State, Zip Code 9200 Lexington Ave

Lexington MN 55014

Business Phone 7637861113

License Fees: Off Sale On Sale \$6,000.00 Sunday \$200.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability.

3.2% liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature [Signature] DOB 1-1-11 SS# 123456789 Date 5/18/17

(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature _____ Date _____

(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature _____ Date _____

County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature _____ Date _____

Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

To: Mayor Kurth and City Council

From: Bill Petracek, City Administrator

Date: May 29, 2017

Re: Recommendation to approve City of Roseville IT Services Contract



As you may recall, I had discussed with the City Council in March that the City of Lexington has to replace our computer network server in city hall due to it being out-of-date, too full of data, and no memory left without deleting files.

I have had discussions with Marco – our IT vendor – about the cost to replace the network server. We received a quote (enclosed) for the amount of **\$24,767** to replace our existing server with a brand-new server that will serve our data usage needs for the next 5-7 years.

I have also been in contact with the City of Roseville IT department about tying into their services for them to provide us a cloud-based network, so that we will no longer need to maintain a physical server in city hall. The City of Roseville would also provide IT services for the City of Lexington. I have included the proposal of the costs for the City of Roseville IT to provide services to us, which is **\$19,414/year without phone service**.

The finance director has provided a financial analysis of the costs to tie into the City of Roseville's IT services and using a cloud-based network server vs. replacing our network server and maintaining Marco as our IT contractor. Chris and I will provide more details about the proposals from Marco and the City of Roseville IT at the meeting.

Based on our analysis, staff recommends the approval of the City of Roseville IT Services Contract.

[illegible]

Note: Does not include the liquor store: \$1,583.88 - Internet
(See Terre's notes in the e-mail.)

Also to be considered: A Laserfiche Licence (est. \$7,600/yr)

SUMMARY				
	Current Costs		Roseville Proposal	Difference
	Lexington			
Subtotals:	\$16,163.40		\$ 19,414.78	Current
Add:		Anoka Cty	\$2,700.00	
		Connect	\$ 22,114.78	\$ 5,951.38
Add: Comcast				Future
City Hall	\$1,560.00			
Telephone Service	\$4,920.00		\$3,651.60	
	\$22,643.40		\$ 25,766.38	\$ 3,122.98

Current Services	Monthly	Annual	COVERED BY ROSEVILLE	
IT Services - Marco		\$9,000.00	YES	
New Server @ \$24,767.00 (est. 5 year useful life of asset)		\$4,953.40	YES	
Antivirus Subscriptions		\$267.80	YES	
Cable/Internet - Comcast				
Fire	\$84.90	\$1,018.80		
Public Works	\$76.95	\$923.40		
		\$1,942.20		
Telephone service - Popp Comm.	\$410.00	\$4,920.00	Without Phones	With Phones
			\$16,163.40	\$4,920.00
				\$21,083.40

Note: Does not include the liquor store: \$1,583.88 - Internet
(See Terre's notes in the e-mail.)

Also to be considered: A Laserfiche Licence (est. \$7,600/yr)

SUMMARY				
	Current Costs		Roseville Proposal	Difference
	Lexington			
Subtotals:	\$16,163.40	Anoka Cty Connect	\$ 19,414.78	Current
Add:			\$2,700.00	
Add: Comcast City Hall Phone Sys	\$1,560.00 \$4,920.00		\$ 22,114.78	\$ 5,951.38
	\$22,643.40		\$ 22,114.78	Future \$ (528.62)

City of Roseville IT Services Proposal

Core Services		
	Monthly/Unit	Annual
User Support	10 \$ 10.95	\$ 1,314.00
Computer Support	12 \$ 65.00	\$ 9,360.00
Exchange Email Boxes	9 \$ 8.50	\$ 918.00
Supported Server Units	1 \$ 431.40	\$ 5,176.80
Network Device Units	12 \$ 6.70	\$ 964.80
WAN/Internet Access Fee Units	10 \$ 2.75	\$ 330.00
Administrative Charges	44 \$ 1.00	\$ 528.00
Total Annual - Core Services		\$ 18,591.60
Supplemental Services		
Virtual Windows Server (Annual)	1	\$ 823.18
Total Annual - Core Services		\$ 823.18
Total Annual Cost - Covered Units		\$ 19,414.78

Network Devices	
L2 Switch - City Hall	4
L2 Switch - Fire Station	4
L2 Switch - Public Works	4
Liquor Store	0
Total Network Device Units	12

Each person access the network requires a unique, individual network login account. Shared accounts (multiple persons using same username/password) is not allowed. Each computer that has access to the Windows domain with file/print/application access. Nonsupported devices would include devices that only need access to the Internet (no city file/network access). Number of Exchange Email boxes required, 5GB Storage allowance.

Number of supported Windows servers part of Active Directory/City Network. Support charge is applied to both physical and virtual servers.

Network access devices include switches, routers, firewall, and wireless access points. Unit value varies by device (1=Access Point, 4=L2 Switch, 16=L3 Switch, 64=VPN Router, Access charge for Metro-INET. This covers cost of leased network and fiber optic connections required to interconnect the various networks within the group. Provides shared Internet to direct connected facilities.

Summary charge for administrative staff. Applied to each service unit.

Virtual Windows Server running in Roseville Data Center with backup to Maplewood Data Center. Virtual server is optional for agencies opting to utilize virtual server over on-premise hardware server

Proposal



Date: 04/05/17 | Proposal #: MARQ188190 | Voice: 800.892.8548 | Fax: 800.847.3087

Client: City Of Lexington
 BILL PETRACEK
 9180 Lexington Ave
 Lexington MN 55014

Phone: 763-784-2792
Email: bplexington@comcast.net

For any questions regarding this quote please contact:

Erin O'Kane
 651-634-6112
 erin.okane@marconet.com

Ship To: City Of Lexington
 9180 Lexington Ave
 Lexington MN 55014

Qty	Description	Duration	Unit Price	Ext. Price
	HP ProLiant ML350 Tower Server (NEW)			
1	HP ProLiant ML350 G9 Tower Server (NEW) - 2x Intel Xeon E5-2620 v4 2.10 GHz (8-Core) - 128 GB (8x 16GB) RAM - 2x 800 GB SATA SSD 2.5" SFF - 2x 2 TB 7.2K SAS 2.5" SFF - HP 32 GB microSDHC - SA P440ar w/ 2GB FBWC - 4x Gigabit Ethernet - Redundant 500 W Power - HP 3yr ILO Advanced Pack - HP 3yr Limited Warranty		\$9,587.00	\$9,587.00
	VMware vSphere			
1	HP VMware vSphere Essentials With 3 Years 24x7 Support - License - Standard - PC - Electronic	36 Months	\$747.00	\$747.00
	Meraki Firewall			
1	MERAKI MX64 CLOUD MANAGED - SECURITY APPLIANCE		\$444.00	\$444.00
1	MERAKI ADVANCED SECURITY - SUBSCRIPTION LICENSE	36 Months	\$896.00	\$896.00
	Meraki Wireless Access Points			
2	MR33 CLOUD MANAGED - WIRELESS ACCESS POINT		\$485.00	\$970.00
2	MERAKI ENT CLOUD CONTROLLER SUB LICENSE (3 YEARS)	36 Months	\$224.00	\$448.00
2	MERAKI AC ADPT FOR MR WLS AP US PLUG		\$22.00	\$44.00

Qty	Description	Duration	Unit Price	Ext. Price
	Barracuda Backup 290 - 3 Years			
1	Barracuda Backup Server 290 - Suggest Backup Volume 1 TB - Usable Storage Capacity 2TB - 3 year Energize Updates - 3 year Instant Replacement	36 Months	\$3,003.00	\$3,003.00
	Optional - Cloud Retention			
1	BARRACUDA BACKUP SERVER 290 3 YR UNLIMITED CLOUD STORAGE	36 Months	\$1,828.00	\$1,828.00
	Marco Professional Services			
1	Estimating 36-40 Hours Labor - Firewall Installation and multi ISP load balancing - Meraki wireless access point setup and AD integration - Barracuda portal setup, config, and backups - VMWare install to new server, server config, and 3 VM migrations from old to new server - Project management and documentation * Does not include any VM OS updates or changes (e.g. upgrading windows server 2008r2 to 2012R2) * Does not include any after hours work - Actual travel and labor billed Time & Materials		\$6,800.00	\$6,800.00
			Subtotal	\$24,767.00
			Shipping	\$0.00
			Tax	\$0.00
			Total	\$24,767.00

Client Signature _____

Date _____

*Tax and/or shipping may be charged where applicable. Product listed above is subject to technical review and approval.
Prices quoted are subject to change and should be verified before placing your order.*

Warranty

Equipment is covered by its respective manufacturer warranties. Please consult the warranty documentation that accompanies the product for details. Any charges from the manufacturer are the sole responsibility of the customer (including, but not limited to, shipping, travel and/or labor charges). Marco can provide assistance with the processing of these warranties for a processing fee. Optional contracts or warranty enhancements are available for an additional fee at the time of purchase.

Returns

On receipt of merchandise, make sure specifications are correct before opening or marking merchandise. Request to return the UNOPENED merchandise within fifteen (15) days.

Product must be returned in the original undamaged/unmarked box.

Recognize that special or custom orders are non-returnable.

Merchandise can be subject to restock fees and/or denial of return.

For our Complete Return Policy, please go to www.marconet.com and click on Support

Payment Terms

Payment terms are net 15 days from date of invoice. For orders over \$25,000, we require twenty-five percent down at time of order with remainder due upon completion.

INFORMATION TECHNOLOGY SHARED SERVICE AGREEMENT

This INFORMATION TECHNOLOGY SHARED SERVICE AGREEMENT (this "Agreement") entered into by and between the City of Roseville, a Minnesota municipal corporation ("*Roseville*"), and City of Lexington, a Minnesota municipal corporation ("*Lexington*") is effective upon the execution of this Agreement by the named officers of both organizations. Roseville and Lexington are referred to individually as "Party" and collectively as the "Parties".

WHEREAS: The City of Roseville and City of Lexington agree to work collaboratively in the areas of Information Technology and related service areas, collectively referred to as "IT", and,

WHEREAS: The purpose of this Agreement is to define the terms and conditions under which services will be defined and provided by Roseville, by and through Roseville's Information Technology Division ("Roseville IT") to Lexington.

NOW, THEREFORE, in consideration of the mutual covenants herein and for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

SECTION 1- DEFINITIONS. As used in this Agreement, certain terms shall have the following meanings:

1.1 "Agreement" shall mean the combined terms and conditions of this Agreement and of specific Task Order depending on context.

1.2 "Provider" shall mean the party to this Agreement defined within a Task Order specified as providing the service to the other party.

1.3 "Recipient" shall mean the party to this Agreement defined within a Task Order specified as receiving services from or through the other party.

1.4 "Services" shall generally represent the "Scope of Services" as defined within a Task Order and may represent any combination of labor, whether provided by the Provider's employees or a third party designated by the Provider, use of facilities, equipment, software, or material goods utilized or consumed in providing the Services.

1.5 "Task Order" shall represent the terms and conditions of this Agreement that specify services, products, and other costs incurred by one party that are to be compensated by the other party. Task Order refers to the written specifications for either annually renewable Services or project-based Services that are completed under accomplishment of specified deliverables or other project event. Task Orders are more fully defined in Section 10.

1.6 "Holidays" includes New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, Christmas Eve, Christmas Day, and other days that are consistent with past practices.

1.7 "Service Hours" means, unless otherwise noted, the hours of 8 a.m. to 5 p.m. local time, Monday through Friday, excluding Holidays.

1.8 "Entity" means any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, cooperative, foundation, society, political party, union, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

1.9 "Governmental Body" means any (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction; (b) federal, state, local, municipal or foreign government (including any agency, department, bureau, division, court, or other administrative or judicial body thereof); or (c) governmental or quasi-governmental authority of any nature.

1.10 "Software" means software programs, including supporting documentation and online help facilities. Software includes applications software programs and operating systems software programs.

1.11 "Business Continuity" means the ability to maintain operations/services in the face of a disruptive event.

SECTION 2 - EFFECTIVE DATE

The effective date of this Agreement is June 28, 2017 or the last date of signature by all parties, whichever is later and remains in effect until termination, as set forth in Section 3 of this Agreement.

SECTION 3 - TERMINATION

3.1 Termination for Convenience. Either party may terminate this Agreement or a specific Task Order for convenience, after first providing written notice of the intent to terminate to the other party, one year in advance.

3.2 Termination of Task Order. Each Task Order shall specify the timeline for notice to terminate that Task Order.

3.3 Termination by Mutual Agreement. The parties may terminate this agreement in whole or in part, at any time by mutual agreement.

3.4 Termination of the Agreement shall also terminate any active Task Orders under this Agreement.

3.5 Termination of a Task Order will terminate all Services as defined by the Task Order but does not alter any terms or conditions of any other active Task Order or this Agreement.

3.6 In the event written notice of termination is given by either party, both parties shall work to accomplish a complete transition of services being terminated without interruption of, or adverse impact on, the services enjoyed by either party under this Agreement. The disentanglement process shall begin as soon as possible, but not later than the date of termination. Disentanglements will be defined as a Task Order and both parties, shall in good faith, seek to maintain existing service levels and minimize the disruption of services until the disentanglement is completed. Each party shall bear its cost of disentanglement, unless separately defined within a Task Order, or as may otherwise be agreed by both parties.

3.7 Third-Party Authorizations. Provider shall execute any third-party authorizations necessary to grant the Recipient the use and benefit of any third-party contracts, to the limits allowed by the contracts.

3.8 Licenses to Proprietary Software. Provider shall negotiate to allow the Recipient (after receiving written approval from the Provider) to use, copy, and modify, applications and programs developed by the Provider that would be needed in order to allow the Recipient to continue to perform for itself, unless otherwise prohibited by the software's licensing agreement.

3.9 Delivery of Documentation. Provider shall make reasonable efforts to deliver to the Recipient or its designee, at the Recipient's request, all available documentation and data related to the Recipient, including the Recipient Data held by Provider. Costs incurred will be borne by Recipient.

3.10 Personnel. Should the Recipient decide to reduce or terminate any portion of this Agreement, to the extent that such reduction or termination will displace one or more Provider employees, then it is agreed that the parties will, if feasible, transfer personnel from the Provider to the Recipient in order to provide a reasonable opportunity to provide staff continued employment.

SECTION 4 - COORDINATION AND COMMUNICATION

4.1 The Management Committee, composed of a designated representative for Lexington and Roseville shall provide oversight and administer this agreement. Designated representatives are considered authorized representatives of their respective management and shall be empowered with authorities granted to the Management Committee under this Agreement.

4.2 The Management Committee shall meet quarterly (or as otherwise mutually agreed) to review the performance with regard to material aspects, risk management, as well as the effectiveness and value of the Services and Task Order provided between the Provider and the Recipient.

4.3 Agreement Review. The Management Committee will meet annually, to formally review and, to the extent mutually agreed upon by the Parties, update the terms, pricing, conditions and other details of this Agreement and any Task Order so that the on-going business requirements of both Parties are met.

SECTION 5 - DISPUTE RESOLUTION

5.1 In the event of a dispute between Lexington and Roseville regarding the delivery of Services under this Agreement or any related Task Order, the Management Committee shall review disputes and recommend options for resolution to the involved personnel.

5.2 Any dispute not resolved by the Management Committee shall be referred to the Lexington Administrator and the Roseville City Manager (collectively "Managers"), or their designated representatives, who shall review the dispute and options for resolution. The resolution of the Managers regarding the dispute shall be final as between the parties and shall be reduced to writing as an addendum to this Agreement.

5.3 Any dispute under Section 5.1 of this Agreement that cannot be resolved by the Managers may be submitted to mediation through the state Bureau of Mediation Services, the cost of which shall be borne equally between the parties.

5.4 In the event either party determines that there has been a breach of the provisions of this Agreement or a related Task Order which cannot be resolved by the Managers, the Agreement or related Task Order may be terminated as described in Section 3.

SECTION 6 - INDEPENDENT CONTRACTOR

A Provider is, and shall at all times be, deemed to be an independent contractor in the provision of the Services set forth in this Agreement. Nothing in this Agreement shall be deemed or construed as creating a joint venture or partnership between the Parties. Neither Party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other Party, and the relationship of the Parties is, and at all times will continue to be, that of independent contractors. A Provider shall retain all authority and responsibility for the provision of Services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by a Provider pursuant to this Agreement. A Provider shall comply with all relevant Federal, State, and municipal laws, rules, and regulations. Nothing in this Agreement shall make any employee of the Recipient jurisdiction, an employee of a Provider jurisdiction or any employee of a Provider jurisdiction, an employee of the Recipient jurisdictions for any purpose, including but not limited to, withholding of taxes, payment of benefits, workers' compensation benefits, or any other rights or privileges afforded said employees by virtue of their employment.

SECTION 7 - ASSIGNMENT/SUBCONTRACTING

Neither the Recipient nor the Provider shall transfer or assign, in whole or in part, any or all of their respective rights or obligations under this Agreement without the prior written consent of the other.

SECTION 8 - HOLD HARMLESS INDEMNIFICATION

8.1 Each party agrees to indemnify, defend, save and hold harmless the other, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, its negligent acts or omissions under this Agreement. Without limiting the generality of the foregoing, the parties further expressly agree to indemnify, defend, save and hold harmless the other party, its officials, employees, and agents, from and against any and all liability, claims, demands, losses, damage, costs, causes of action, suits or judgments, including attorney fees, costs or expenses incurred in connection therewith, for deaths or injuries to person arising out of, in connection with, or incident to the performance of this Agreement by a Provider, its officials, employees, or agents.

Provided, however, that this provision does not indemnify a Recipient against liability for damages arising out of the Recipient's failure to abide by reasonable industry and user standards and the reasonable requirements provided by a Provider which include, but are not limited to, procedures, guidelines, and security instructions for proper use, user maintenance, and mandatory user security responsibilities.

8.2 Section 8.1 of this Agreement shall include any claim made against a Recipient by an employee of the Provider or subcontractor or agent of the Provider, even if the Provider is thus otherwise immune from liability pursuant to the Minnesota workers' compensation law provided, however, this paragraph does not purport to indemnify the Recipient against the liability for damages arising out of bodily injuries to person caused by, or resulting from, the sole negligence of the Recipient, its elected' officials, officers, employees and agents.

8.3 Section 8.1 of this Agreement shall further include any claim made against either party regarding payment of any taxes other than state sales tax on tangible goods.

8.4 In the event of litigation between the parties to enforce rights under this section, each party shall bear its own attorney's fees and costs.

8.5 Nothing in this Agreement shall constitute a waiver of the statutory limits of liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses.

SECTION 9 - NOTICE

9.1 Notices. Except as otherwise provided, any notices to be given under Section 3 of this Agreement or termination of any Task Order shall be in writing and shall, at a minimum, be delivered electronically or postage prepaid and addressed to:

City of Lexington	City of Roseville
Name: Hristo Galiov	Name: Terrence Heiser
Title: Finance Director	Title: Information Technology Manager
Email: cglexington@comcast.net	Email: network.manager@metro-inet.us
Address: 9180 Lexington Avenue N Lexington, MN 55014	Address: 2660 Civic Center Drive Roseville, MN 55113

9.2 Choice of Law; Consent to Jurisdiction. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Minnesota.

9.3 Force Majeure. Neither Party will be liable for delays or failure to perform Services if due to any cause or conditions beyond its reasonable control, including, but not limited to, delays or failures due to acts of God, natural disasters, acts of civil or military authority, fire, flood, earthquake, strikes, wars, or utility disruptions (shortage of power).

9.4 Entire Agreement; Amendment; Waivers. This Agreement, together with all Exhibits hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

9.5 Severability. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument and the invalid, illegal or unenforceable provision shall be deemed modified so as to be valid, legal and enforceable to the maximum extent allowed under applicable law.

9.6 Parties Obligated and Benefited. This Agreement will be binding upon the Parties hereto and their respective permitted assigns and successors in interest and will inure solely to the benefit of such Parties and their respective permitted assigns and successors in interest, and no other Person.

SECTION 10 - SERVICES AND TASK ORDERS

10.1 Where Lexington and Roseville exchange Services under this Agreement, such Services will be defined in the form of a Task Order, in writing and signed by the Management Committee.

(a) The intent of this provision is to ensure clear communications and commitment prior to either party taking action or incurring costs on behalf of the other. Both parties will act in good faith to identify requirements, expectations and to adhere to the commitments specified within this Agreement.

(b) Services exchanged or actions taken with the intent of providing Services between Lexington and Roseville without an agreed Task Order will not be covered by the terms of the Agreement and incurred costs will not be reimbursed. The party requesting Services covenants, by way of executing a Task Order pursuant to this Agreement that its requests for Service are within the annual budget for that party.

(c) In cases of emergency, where the urgency of circumstance precludes the practicality of executing a Task Order for a Service not covered by an existing Task Order, the Task Order may be reduced to writing and executed as soon after provision of Services as is practicable. Where the parties cannot agree on the terms of the written Task Order, the parties agree to follow the dispute resolution procedures set forth in Section 5. An emergency may be any unanticipated event or circumstance outside the bounds of existing provisions under any active Task Order that the Management Committee members or the designees of both parties declare as such.

(d) Unless agreed otherwise by both parties, the costs incurred in the planning, preparing and processing of a Task Order by one party will not be charged to the other.

10.2 All Task Orders are subject to the terms and condition of this Agreement.

10.3 All Task Orders must minimally include acceptance by the Management Committee. The Management Committee shall ensure that any additional authorization requirements, with respect to their individual organizations, have been secured prior to initiating or amending the Task Orders.

10.4 Duration of a Task Order shall be defined in the Task Order and may be: a limited time period; concluded upon accomplishment of specified deliverables; or a continuing Service with regular renewal review.

(a) Task Orders may address Services that are of a general or continuous nature that would be reviewed annually, at the same time as the Agreement. Such Task orders may also be terminated in accordance to the terms defined in Section 3.

(b) Alternatively, Task Orders may also be defined in association with a specific Project which would include specific criteria for normal completion (e.g. point-in-time, deliverable acceptance); these too may be terminated in accordance to the terms defined in Section 3:

10.5 Task Orders may not amend this Agreement or its terms and conditions, but shall specify Services, rates, and other aspects of the scope of work for specific Services related to this Agreement. The terms of a Task Order will apply only to the specific Task Order and may not change such terms or conditions relative to the Agreement or other Task Orders.

10.6 Each Task Order will utilize the standardized form. Attached as Exhibit A.

10.7 Provider of Services will track and report status, as may be defined in the Task Order, with regard to:

(a) Performance-related service levels.

(b) Progress towards deliverables.

(c) Billed costs vs. maximum specified annual Task Order budgeted amount.

10.8 If the deliverables specified in a Task Order are not achieved or the Recipient believes it is not receiving acceptable service, the parties shall follow the dispute resolution procedures set forth in Section 5 and for Termination for Breach set forth in Section 5.4.

SECTION 11 - FINANCIAL TERMS AND PAYMENT PROCESS

11.1 Unless agreed otherwise by both parties, the Provider will present invoices to Recipient monthly. Charges for Services will be invoiced no later than thirty (30) days following the period in which Services were delivered, costs incurred and all relevant vendor or supplier invoices have been received, or the project milestone for payment is accomplished.

11.2 Invoices may combine charges from multiple Task Orders, unless otherwise defined for a specific Task Order.

11.3 Invoices shall include:

- (a) Total of all charges represented on the invoice.
- (b) Itemization by Task Order and as further instructed within the Task Order.
- (c) Copies of third-party invoices representing a basis for the invoiced charge.
- (d) Any other detail as may be specified within the related Task Order.

11.4 Unless otherwise defined in the Task Order, invoices are due and payable to the Provider within thirty (30) days of receipt of the invoice by the Recipient. An invoice may be disputed within the thirty (30) day period. Any Provider-proposed resolution will restart the thirty (30) day period for payment, without waiving the Recipient's rights to dispute resolution under Section 5.

11.5 Invoiced amounts may be changed upon mutual consent of parties pursuant to Section 10 and each affected Task Order.

11.6 Disputes regarding invoices that cannot be otherwise resolved, the parties agree to follow the dispute resolution procedures set forth in Section 5.

SECTION 12 - PERSONNEL

12.1 Assigned staff. Provider shall designate the personnel to provide services to the Recipient. Recipient reserves the right to review the qualifications of personnel providing services under this Agreement, and to make recommendations regarding placement of such personnel for the benefit of Recipient.

12.2 If the Recipient believes that the performance or conduct of any person employed or retained by the Provider to perform obligations under this Agreement is unsatisfactory for any reason, or is not in compliance with the provision of this Agreement, the Recipient will notify the Provider. The Provider will establish a plan to resolve the issue within a deadline agreeable to the Recipient. If a mutually acceptable solution can not be

reached, the parties agree to follow the dispute resolution procedures set forth in Section 5.

12.3 Access to Recipient facilities. The Recipient, depending on requirements of the Task Order, in its sole discretion, may approve any Provider employees requiring access to any Recipient facility. Should Recipient refuse access to any Provider employee attempting to act in accordance with this Agreement, the Provider shall not be held in breach of this Agreement as to the Services affected.

12.4 Staff substitution. In the event that Recipient notifies Provider that it wishes Provider to replace an employee of the Provider providing services to Recipient, Recipient and Provider shall meet to attempt to resolve Recipient's concerns. If the parties are not able to resolve Recipient's concerns within ten (10) days after Recipient's notice to Provider (or such later date agreed upon by both parties), provider shall exercise reasonable diligence to honor Recipient's requests to replace the staff member.

12.5 Background checks. As may be required by the Recipient and the requirements of a Task Order, the Provider shall be responsible for conducting a background check on all personnel hired after the effective date of this Agreement or after the effective date of the related Task Order who provide services to the Recipient. The background investigation shall include but not be limited to, a credit check and criminal records check for misdemeanors and felonies. If requested by the Recipient, background checks will be performed on current employees that have access to the Recipient's sensitive data.

12.6 Staff Direction. In situations where Lexington's staff receives direction from Roseville staff or Roseville's staff receives direction from Lexington's staff that may be in conflict with either Lexington's or Roseville's IT strategic direction, policy or guidelines, terms and conditions of this Agreement, or that may result in potential risk to either Party's shared infrastructure, the involved staff will immediately notify the Management Committee of such potential conflict and of the relevant policy, guideline or term or condition of this Agreement and delay implementing such direction, unless immediate action is required to ensure business continuity, until the conflict can be resolved in consultation with the Management Committee. The parties will provide one another and their respective staff members with copies of their respective strategic plans, policies, and guidelines and of this Agreement. Neither party is obligated to delay action based on a strategic plan, policy, guideline or term or condition of this Agreement if such copies have not been provided. The Management Committee will make best efforts to expedite identification and resolution of conflicts and provide prompt direction to their respective staff members. If the parties are not able to resolve the conflict, the provisions of Section 5 (Dispute Resolution) shall apply.

12.7 Employees physically working at a facility of the other party will act in accordance with all policies and procedures regarding appropriate conduct in that party's workplace. Exceptions may be identified by the Provider and are subject to

acceptance by the Recipient.

SECTION 13 - TECHNOLOGY PLANNING

13.1 Strategic Information Technology planning. Lexington and Roseville both engage in strategic technology planning that includes establishing a strategic IT direction, and determining technology initiatives and investments in accordance with Lexington and Roseville strategic business goals.

13.2 Each party is invited to participate in the other party's strategic planning process.

IN WITNESS WHEREOF, Lexington and Roseville have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the ____ day of _____, 2017.

City of Lexington	City of Roseville
By:	By:
Name: Mark Kurth	Name: Dan Roe
Title: Mayor	Title: Mayor
City of Lexington	City of Roseville
By:	By:
Name: Bill Petracek	Name: Patrick Trudgeon
Title: City Administrator	Title: City Manager

**BUYER REPRESENTATION
CONTRACT: EXCLUSIVE**



1. Date 05/24/2017

2. Page 1 of _____ pages

3. **DEFINITIONS:** Buyer is Dinkytown Rentals LLC ("Buyer").

4. Broker is COLDWELL BANKER BURNET ("Broker").

5. Buyer gives Broker the exclusive right to locate and/or to assist in negotiations for the purchase, exchange of or option to purchase ("Purchase") property at a price and with terms acceptable to Buyer. This Contract starts on

7. May 24th, 20 17, and ends at 11:59 p.m. on July 31st, 20 17. This

8. Contract may only be canceled by written mutual agreement of the parties.

9. **BROKER'S OBLIGATION:** Broker shall make a reasonable effort to locate property acceptable to Buyer. Broker shall use professional knowledge and skills to assist in negotiations for the Purchase of property. Broker shall assist Buyer throughout the transaction. Broker shall act in Buyer's best interest at all times, subject to any limitations imposed by law or dual agency. Broker shall comply with all applicable fair housing and nondiscrimination regulations.

13. **BUYER'S OBLIGATION:** Buyer shall work exclusively with Broker for the Purchase of property. Buyer shall promptly furnish to Broker accurate and relevant personal financial information to ascertain Buyer's ability to Purchase property, if requested. Buyer shall cooperate with Broker in finding a property to Purchase. After a purchase agreement has been accepted by seller, Buyer is legally obligated to Purchase the property. If Buyer refuses to close the Purchase for any reason other than the failure of seller to perform, subject to relevant contingencies, Buyer shall pay Broker all compensation due under this Contract.

19. **NOTICE: THE COMPENSATION FOR THE PURCHASE, LEASE, RENTAL OR MANAGEMENT OF REAL PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**

21. **BROKER'S COMPENSATION:** (Fill in all blanks.)

22. If Buyer, or any other person acting on Buyer's behalf, agrees to Purchase any property during the term of this Contract, the following compensation will apply.

24. 1. Buyer agrees to pay Broker a retainer fee of \$ 0.00 at the commencement of this Contract, which fee shall be kept by Broker whether or not Buyer Purchases property. The retainer fee shall apply toward satisfaction of any obligation to compensate Broker.

27. 2. Buyer shall pay Broker, as Broker's compensation, 2-4 percent (%) of the selling price plus \$499.00 ("The Commission"), when Buyer closes the Purchase, if:

29. A: Buyer Purchases or agrees to Purchase a property before the expiration of this Contract, even if Buyer does not use Broker's services; or

31. B: within 180 days (not to exceed six (6) months) after the expiration of this Contract, Buyer Purchases property which either Broker or licensee representing or assisting Buyer has physically shown Buyer or in which Buyer has made an affirmative showing of interest to Broker or licensee representing or assisting Buyer before the expiration of this Contract, as long as Broker has identified this property on a written list Broker gives to Buyer within 72 hours after the expiration of this Contract.

36. Broker is authorized to negotiate and receive compensation paid by seller, or broker representing or assisting seller, if Broker informs Buyer in writing before Buyer signs an offer to Purchase the property. Any compensation accepted by Broker from seller, or broker representing or assisting seller, ☒ **SHALL** ☐ **SHALL NOT** reduce any obligation of Buyer

40. to pay the compensation by the amount received by seller or broker. Buyer understands that Buyer does not have to pay Broker's compensation if Buyer signs another valid buyer representation contract or facilitator services agreement after the expiration or cancellation of this Contract, under which Buyer is obligated to compensate another licensed real estate broker.



**BUYER REPRESENTATION
CONTRACT: EXCLUSIVE**

44. Page 2

BURNET

45. **CAUTION: BUYER'S ACTIONS IN LOCATING A PROPERTY MAY AFFECT PAYMENT OF COMPENSATION BY**
 46. **SELLER(S) AND MAY THEREFORE OBLIGATE BUYER TO PAY ALL OR PART OF THE COMPENSATION**
 47. **IN CASH AT CLOSING. FOR EXAMPLE: THE ACT OF GOING THROUGH AN OPEN HOUSE**
 48. **UNACCOMPANIED BY BUYER'S BROKER OR LICENSEE REPRESENTING OR ASSISTING BUYER; OR**
 49. **SIGNING A PURCHASE AGREEMENT THROUGH ANOTHER BROKER OR WITH OWNER (FOR SALE BY**
 50. **OWNER) MAY REQUIRE BUYER'S PAYMENT OF THE FULL COMPENSATION TO BUYER'S BROKER.**

51. **GENERAL NATURE OF PROPERTY:** (Including the following property types: existing, new construction or to-be-built.)

52. (Check all that apply.)

53. ☐ Commercial/Industrial

☐ Farm

☐ Recreation

54. ☐ Residential/Investment

☐ Residential/Personal

☒ Vacant Land

55. **CLOSING SERVICES:**

56. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE REPRESENTING OR ASSISTING BUYER OR REAL ESTATE CLOSING
 57. AGENT HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS
 58. REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.

59. After a purchase agreement for the property is signed, arrangements must be made to close the transaction. Buyer
 60. understands that no one can require Buyer to use a particular person in connection with a real estate closing and that Buyer
 61. may arrange for a qualified closing agent or Buyer's attorney to conduct the closing. COLDWELL BANKER BURNET shall
 62. arrange to provide closing services for its clients, through Burnet Title, which is under common ownership with COLDWELL
 63. BANKER BURNET at a charge of \$300.00 payable at the time of the closing. All documents related to the closing will be
 64. available for review by my attorney, accountant or financial advisor at the closing or, upon request, prior to the closing.

65. Please check and initial if you wish to have COLDWELL BANKER BURNET arrange to provide the closing of your transaction
 66. for the charge stated above.

67. (Choose and initial)

68. ☐ Yes, _____ Buyer wishes to have COLDWELL BANKER BURNET arrange to provide the closing service at
 69. (Buyer) (Buyer) Burnet Title. Closing Agent, Burnet Title shall contact Buyer at the Address below and by e-mail at:

70. E-mail: _____ and E-mail: _____

71. ☐ Yes, _____ Buyer authorizes Burnet Title to e-mail Buyer a DocuSign invitation and Consent Form
 72. (Buyer) (Buyer) for receiving electronic updates and viewing and/or completing deposited
 73. documentation and disclosures. Buyer's acceptance and participation in DocuSign is
 74. at Buyer's discretion, voluntary and optional. Buyer may decline the invitation or
 75. withdraw from DocuSign at anytime for any reason. Buyer provides the following cell
 76. phone numbers to receive text access security passwords if required by Burnet Title:
 77. Cell No: _____ and Cell No: _____

78. ☒ No, _____ Buyer shall make the necessary arrangements for closing the transaction, which closing
 79. (Buyer) (Buyer) shall be performed by Buyer's attorney or other qualified closing agent.

80. **DISCLOSURE REGARDING FDIC COVERAGE:** Broker deposits funds received on Buyer's behalf in state or
 81. federally-chartered banks that are insured by the Federal Deposit Insurance Corporation ("FDIC"). The account is
 82. currently held at Bank of America. FDIC deposit insurance coverage applies to a maximum amount of \$250,000 per
 83. depositor for deposits held in the same legal ownership category at each bank. For example, funds held on Buyer's behalf
 84. in an account maintained by Broker will be combined with any individual accounts held directly by Buyer at the same bank.
 85. Buyer is responsible for monitoring the total amount of deposits that are owned directly or indirectly by Buyer in any one
 86. bank. If Buyer has questions about FDIC deposit insurance, contact Buyer's financial or legal advisors or go to
 87. <http://www.fdic.gov/deposit/deposits/index.html>. Broker does not guarantee the solvency of any bank into which funds
 88. are deposited and Broker assumes no liability for any loss Buyer incurs due to the failure, insolvency or suspension of
 89. operations of any bank or the insufficiency of the \$250,000 FDIC deposit insurance limit.

90. (Initial) _____ BUYERS ACKNOWLEDGE THE FOREGOING DISCLOSURE AND AGREE TO BROKER
 91. (Buyer) (Buyer) DEPOSITING AND INVESTING BUYERS FUNDS AS DESCRIBED ABOVE.

92. **ADDITIONAL COSTS:** Buyer acknowledges that Buyer may be required to pay certain closing costs, which may
 93. effectively increase the cash outlay at closing.

94. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
 95. provides that a transferee ("Buyer") of a United States real property interest must withhold tax from the transferor ("Seller")
 96. if the Seller is a foreign person and no exceptions from FIRPTA withholding apply. A Buyer is personally liable for the full



BURNET

**BUYER REPRESENTATION
CONTRACT: EXCLUSIVE**

97. Page 3

98. amount of FIRPTA withholding tax required to be withheld unless the Seller furnishes Buyer with specific documentation
99. ensuring Buyer is exempt from the withholding requirements as prescribed under 26 USC §1445. Due to the complexity
100. and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for withholding the applicable
101. tax, Buyer should **seek appropriate legal and tax advice regarding FIRPTA compliance, as Broker will be unable to**
102. **assure Buyer that the transaction is exempt from the withholding requirements.**

103. **PRIVATE INSPECTION/WARRANTY:** Broker recommends that Buyer obtain a private home inspection to satisfy
104. himself/herself with the physical condition of the property. Furthermore, there are warranty programs available for some
105. properties which warrant the performance of certain components of a property, which warranty programs Buyer may
106. wish to investigate prior to the Purchase of any specific property.

107. **AGENCY REPRESENTATION:** If the Buyer chooses to Purchase a property listed by Broker, a dual agency will be created.
108. This means that Broker will represent both the Buyer and the seller, and owe the same duties to the seller that Broker
109. owes to the Buyer. This conflict of interest will prohibit Broker from advocating exclusively on the Buyer's behalf. Dual
110. agency will limit the level of representation Broker can provide. If a dual agency should arise, the Buyer will need to agree
111. that confidential information about price, terms and motivation will still be kept confidential unless the Buyer instructs
112. Broker in writing to disclose specific information about the Buyer. All other information will be shared. Broker cannot act
113. as a dual agent unless both the Buyer and the seller agree to it. By agreeing to a possible dual agency, the Buyer will be
114. giving up the right to exclusive representation in an in-house transaction. However, if the Buyer should decide not to agree
115. to a possible dual agency, and the Buyer wants Broker to represent the Buyer, the Buyer may give up the opportunity to
116. Purchase the properties listed by Broker.

117. Buyer's Instructions to Broker:


118. Having read and understood this information about dual agency, Buyer now instructs Broker as follows:

119. ☒ Buyer will agree to a dual agency representation and will consider properties listed by Broker.

120. ☐ Buyer will not agree to a dual agency representation and will not consider properties listed by Broker.


121. Real Estate Company Name: COLDWELL BANKER BURNET

122. 
Nicholas (Nick) Junker

123. By: 
5/24/2017 11:28:46 AM CDT

124. (Licensee) **Nicholas (Nick) Junker**

125.

Buyer: 
5/24/2017 10:19 PM CDT
Buyer: Dinkytown Rentals LLC
05/24/2017
Date: _____

126. **ADDITIONAL NOTICES AND TERMS:** In the event Buyer purchases a NON-MLS listed property, Buyer authorizes Broker/
127. Salesperson to enter the property as a Comp sale in MLS records, on Buyer's behalf. Buyer acknowledges the possibility
128. that the sellers or seller's representatives may not treat the existence, terms or conditions of offers as confidential unless
129. confidentiality is required by law, regulation or by any confidentiality agreement between the parties. I authorize Closing
130. Agent to provide Broker a copy of the Settlement Statement or Disbursement Statement at the closing.

131. **OTHER POTENTIAL BUYERS:** Buyer understands that other potential buyers may consider and/or make offers to purchase
132. through Broker the same or similar properties as Buyer is seeking to Purchase. Buyer consents to Broker representing
133. such other potential buyers before, during and after the expiration of this Contract.

134. **PREVIOUS AGENCY RELATIONSHIPS:** Broker or licensee representing or assisting Buyer may have had a previous
135. agency relationship with a seller of a property Buyer is interested in Purchasing. Buyer acknowledges that Buyer's Broker
136. or licensee representing or assisting Buyer is legally required to keep information regarding the ultimate price and terms
137. the seller would accept and the motivation for selling confidential, if known.

138. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender registry
139. and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained by contacting
140. the local law enforcement offices in the community where the property is located or the Minnesota Department of
141. Corrections at (651) 361-7200, or from the Department of Corrections web site at www.corr.state.mn.us.

142. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this
143. transaction constitute valid, binding signatures.

144. **CONSENT FOR COMMUNICATION/MARKETING:** Buyer authorizes Broker to use and share the Buyer's personal
145. information, such as name, phone number, email address and transaction details, to the following affiliated companies
146. and marketing partners - PHH Home Loans, Burnet Title, Castle Edge Insurance Agency, and American Home Shield.



BURNET

**BUYER REPRESENTATION
CONTRACT: EXCLUSIVE**

147. Page 4

148. **OTHER:**

149. This contract is exclusive only to vacant land located on Duwayne Ave in
Lexington MN

150.

151.

152. **BROKER**

153. **ACCEPTED BY:** COLDWELL BANKER BURNET

154.  Nicholas (Nick) Junker

155. 5/24/2017 11:28:49 AM CDT
156. (Licensee Signature)

157. Nicholas (Nick) Junker

158. (Licensees Printed)

159. 05/24/2017

160. (Date)

161. 56 E Broadway AVE

162. (Address) Forest Lake MN 55025-1658

163. 651-208-7850

164. (Phone)

165. nickj@cbburnet.com

166. (E-mail Address)

167.

168.

169.

170.

171.

172.

173.

174.

BUYER

ACCEPTED BY: 

05/24/2017

(Buyer) Dinkytown Rentals LLC

(Date)

(Address)

(Phone)

dinkytownrentals@gmail.com

(E-mail Address)

BUYER

ACCEPTED BY:

(Buyer)

(Date)

(Address)

(Phone)

(E-mail Address)

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER AND BROKER.
IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

1. Page 1

2. **MINNESOTA LAW REQUIRES** that early in any relationship, real estate brokers or salespersons discuss with
3. consumers what type of agency representation or relationship they desire.⁽¹⁾ The available options are listed below. This
4. is **not** a contract. **This is an agency disclosure form only. If you desire representation you must enter into a**
5. **written contract, according to state law** (a listing contract or a buyer/tenant representation contract). Until such time
6. as you choose to enter into a written contract for representation, you will be treated as a customer and will not receive
7. any representation from the broker or salesperson. The broker or salesperson will be acting as a Facilitator (see
8. paragraph IV on page two (2)), unless the broker or salesperson is representing another party, as described below.

9. **ACKNOWLEDGMENT: I/We acknowledge that I/we have been presented with the below-described options.**
10. **I/We understand that until I/we have signed a representation contract, I/we am/are not represented by the**
11. **broker/salesperson. I/We understand that written consent is required for a dual agency relationship.**

12. **THIS IS A DISCLOSURE ONLY, NOT A CONTRACT FOR REPRESENTATION.**



13.  05/24/2017
5/24/2017 1:08:23 PM CDT
(Signature) **Dinkytown Rentals LLC** (Date) (Signature) (Date)

14. I. **Seller's/Landlord's Broker:** A broker who lists a property, or a salesperson who is licensed to the listing broker,
15. represents the Seller/Landlord and acts on behalf of the Seller/Landlord. A Seller's/Landlord's broker owes to
16. the Seller/Landlord the fiduciary duties described on page two (2).⁽²⁾ The broker must also disclose to the Buyer
17. material facts as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and
18. significantly affect the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to
19. rental/lease transactions.) If a broker or salesperson working with a Buyer/Tenant as a customer is representing the
20. Seller/Landlord, he or she must act in the Seller's/Landlord's best interest and must tell the Seller/Landlord any
21. information disclosed to him or her, except confidential information acquired in a facilitator relationship (see paragraph
22. IV on page two (2)). In that case, the Buyer/Tenant will not be represented and will not receive advice and counsel
23. from the broker or salesperson.

24. II. **Buyer's/Tenant's Broker:** A Buyer/Tenant may enter into an agreement for the broker or salesperson to represent
25. and act on behalf of the Buyer/Tenant. The broker may represent the Buyer/Tenant only, and not the Seller/Landlord,
26. even if he or she is being paid in whole or in part by the Seller/Landlord. A Buyer's/Tenant's broker owes to the
27. Buyer/Tenant the fiduciary duties described on page two (2).⁽²⁾ The broker must disclose to the Buyer material facts
28. as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and significantly affect
29. the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)
30. If a broker or salesperson working with a Seller/Landlord as a customer is representing the Buyer/Tenant, he or
31. she must act in the Buyer's/Tenant's best interest and must tell the Buyer/Tenant any information disclosed to him
32. or her, except confidential information acquired in a facilitator relationship (see paragraph IV on page two (2)). In
33. that case, the Seller/Landlord will not be represented and will not receive advice and counsel from the broker or
34. salesperson.

35. III. **Dual Agency - Broker Representing both Seller/Landlord and Buyer/Tenant:** Dual agency occurs when one
36. broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same
37. broker each represent a party to the transaction. Dual agency requires the informed consent of all parties, and
38. means that the broker and salesperson owe the same duties to the Seller/Landlord and the Buyer/Tenant. This
39. role limits the level of representation the broker and salesperson can provide, and prohibits them from acting
40. exclusively for either party. In a dual agency, confidential information about price, terms and motivation for pursuing
41. a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose
42. specific information about him or her. Other information will be shared. Dual agents may not advocate for one party
43. to the detriment of the other.⁽³⁾

44. Within the limitations described above, dual agents owe to both Seller/Landlord and Buyer/Tenant the fiduciary
45. duties described below.⁽²⁾ Dual agents must disclose to Buyers material facts as defined in MN Statute 82.68, Subd.
46. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the
47. property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)

48.   I have had the opportunity to review the "Notice Regarding Predatory Offender Information" on
(initial) (initial)
49. page two. (2)

AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

50. Page 2

51. IV. **Facilitator:** A broker or salesperson who performs services for a Buyer/Tenant, a Seller/Landlord or both but
 52. does not represent either in a fiduciary capacity as a Buyer's/Tenant's Broker, Seller's/Landlord's Broker or Dual
 53. Agent. **THE FACILITATOR BROKER OR SALESPERSON DOES NOT OWE ANY PARTY ANY OF THE FIDUCIARY**
 54. **DUTIES LISTED BELOW, EXCEPT CONFIDENTIALITY, UNLESS THOSE DUTIES ARE INCLUDED IN A**
 55. **WRITTEN FACILITATOR SERVICES AGREEMENT.** The facilitator broker or salesperson owes the duty of
 56. confidentiality to the party but owes no other duty to the party except those duties required by law or contained in
 57. a written facilitator services agreement, if any. In the event a facilitator broker or salesperson working with a Buyer/
 58. Tenant shows a property listed by the facilitator broker or salesperson, then the facilitator broker or salesperson
 59. must act as a Seller's/Landlord's Broker (see paragraph I on page one (1)). In the event a facilitator broker or
 60. salesperson, working with a Seller/Landlord, accepts a showing of the property by a Buyer/Tenant being represented
 61. by the facilitator broker or salesperson, then the facilitator broker or salesperson must act as a Buyer's/Tenant's
 62. Broker (see paragraph III on page one (1)).

-
63. (1) This disclosure is required by law in any transaction involving property occupied or intended to be occupied by
 64. one to four families as their residence.
65. (2) The fiduciary duties mentioned above are listed below and have the following meanings:
 66. Loyalty - broker/salesperson will act only in client(s)' best interest.
 67. Obedience - broker/salesperson will carry out all client(s)' lawful instructions.
 68. Disclosure - broker/salesperson will disclose to client(s) all material facts of which broker/salesperson has knowledge
 69. which might reasonably affect the client(s)' use and enjoyment of the property.
 70. Confidentiality - broker/salesperson will keep client(s)' confidences unless required by law to disclose specific
 71. information (such as disclosure of material facts to Buyers).
 72. Reasonable Care - broker/salesperson will use reasonable care in performing duties as an agent.
 73. Accounting - broker/salesperson will account to client(s) for all client(s)' money and property received as agent.
74. (3) If Seller(s)/Landlord(s) elect(s) not to agree to a dual agency relationship, Seller(s)/Landlord(s) may give up the
 75. opportunity to sell/lease the property to Buyer(s)/Tenant(s) represented by the broker/salesperson. If Buyer(s)/
 76. Tenant(s) elect(s) not to agree to a dual agency relationship, Buyer(s)/Tenant(s) may give up the opportunity to
 77. purchase/lease properties listed by the broker.
-

78. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
 79. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be
 80. obtained by contacting the local law enforcement offices in the community where the property is located,
 81. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections Web site at
 82. www.corr.state.mn.us.

MN:AGCYDISC-2 (8/14)

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT



To: Consumer

From: Coldwell Banker Burnet

If this form is being provided to you as the seller, then this form refers to the property being sold. If this form is being provided to you as a buyer or prospective buyer, then this form refers to any property that you may consider purchasing with the assistance of Coldwell Banker Burnet.

This is to give you notice that **Coldwell Banker Burnet**, a subsidiary of Realogy Holdings Corp., ("Broker") has a business relationship with the companies listed below in this Statement. Realogy Holdings Corp. owns 100% of NRT LLC, which owns 100% of Broker. Realogy Holdings Corp. also owns 100% of each company listed below, except for the mortgage lender, in which Realogy Services Venture Partner LLC, a subsidiary of Realogy Holdings Corp., has a 49.9% ownership interest. Realogy Holdings Corp. also owns the franchisors of the BETTER HOMES & GARDENS®, REAL ESTATE, COLDWELL BANKER®, COLDWELL BANKER COMMERCIAL®, CENTURY 21®, ERA®, AND SOTHEBY'S INTERNATIONAL REALTY® franchise systems. Because of these relationships, Broker's referral of business to any of the companies listed below may provide Broker, Realogy Holdings Corp., NRT LLC, the franchisors owned by Realogy Holdings Corp., and/or their employees, affiliates, or any other related parties noted herein a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition of the purchase or sale of your property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

COMPANIES	SETTLEMENT SERVICES	ESTIMATE OF CHARGES GENERALLY MADE BY PROVIDER
PHH Home Loans, LLC PHH Home Loans, LLC d/b/a Coldwell Banker Home Loans PHH Home Loans, LLC d/b/a Cartus Home Loans Provides a full range of residential mortgage loan products and services.	Loan origination charge	0 - 2% of loan amount
	Loan discount fee / points	0 - 5% of loan amount
	Application fee	\$0 - \$925 (included in loan origination charge)
Castle Edge Insurance Agency, Inc. Provides insurance agency services for homeowners insurance.	Homeowners insurance premium	\$2.50 - \$5 per thousand dollars of replacement cost dwelling, dwelling characteristics and location of dwelling.
Burnet Title, LLC d/b/a Burnet Title Burnet Title, LLC d/b/a Burnet Title of Wisconsin Burnet Title, LLC d/b/a TRG/Title Resource Group Commercial Provides handling of all details in transferring the property in accordance with the real estate contract. Provides searches of public records that bring to your attention any known problems with the property's title before closing.	Seller Closing Administrative Fee	\$300 - \$850
	Seller/Buyer Payoff Verification and Processing Fee	\$55 - \$200
	Buyer Closing Service Fee (Cash Sale)	\$200 - \$500
	Buyer Closing Service Fee (Financed)	\$300 - \$700
	Optional Seller Listing Property Report	\$150 - \$450
	Minnesota Title Search and Exam Service Fee	\$500 - \$750
	Wisconsin Title Search and Exam Service Fee	Included in premium.

Burnet Title, LLC d/b/a Burnet Title Burnet Title, LLC d/b/a Burnet Title of Wisconsin Burnet Title, LLC d/b/a TRG/Title Resource Group Commercial Title Resources Guaranty Company "TRGC", as title insuring company Provides insurance policies against loss due to certain title defects.	Minnesota Owner's Policy of Title Insurance	Variable charge depending on policy amount, (\$150,000 up to \$1 million) not to exceed \$4.20/\$1,000. (Request quote for policy amount > \$1,000,000)
	Minnesota Mortgagee Policy of Title Insurance	Variable charge depending on policy amount, (\$150,000 up to \$1 million) not to exceed \$3.30/\$1,000. (Request quote for policy amount > \$1,000,000)
	Minnesota Closing Protection Letters *CPL*	No Charge
	Wisconsin Owner's Policy of Title Insurance	Variable charge depending on policy amount. \$425 premium for the first \$15,000 of coverage and no more than \$3/\$1000 of sales price thereafter.
	Wisconsin Mortgagee Policy of Title Insurance	\$350 with a "residential" Owner's Policy or \$400 with a "non-residential" Owner's Policy. Additional \$125 fee for any variable "arm", condo or PUD endorsements
	Wisconsin Closing Protection Letters *CPL*	No Charge
	Wisconsin Gap Endorsement	\$125
Cartus Corporation Provides relocation, assignment management and cooperative real estate brokerage services to its corporate and government clients and its network of real estate brokerage companies	Cooperative real estate brokerage commission	The Cartus referral commission varies, but is generally paid to Cartus (a licensed real estate broker) by a real estate broker as a percentage (typically, 37.5% -40%) of the real estate broker's commission on a transaction side, and may be shared by Cartus with other brokers.
Other NRT LLC Real Estate Brokerage Companies and Other Franchisees In certain markets other NRT LLC subsidiaries provide real estate brokerage services under Coldwell Banker, Corcoran, CitiHabitats, Sotheby's International Realty, and ZipRealty trade names. Also note that in other markets, franchisees of Realogy Holdings Corp. subsidiaries provide real estate brokerage services as franchisees of Better Homes & Gardens, Coldwell Banker, Coldwell Banker Commercial, Century 21, ERA and Sotheby's International Realty.	Real estate brokerage commission Cooperative real estate brokerage commission	3 – 10% of sales price of the property depending on multiple factors including type of property, transaction side, services, region and transaction structure. However, commissions vary per agreement with each customer and may be negotiated, in whole or in part, as fixed amounts, such as a fixed amount in lieu of all or part of a percentage, or an amount such as \$100 - \$1000 in addition to a percentage. In addition, referral commissions vary, but are generally paid by a real estate broker as a percentage (approximately 25% - 50%) of the real estate broker's commission on a transaction side.

In addition to the affiliated business relationships described above, Broker has a business arrangement with American Home Shield Corporation ("AHS"). While Broker, Realogy Holdings Corp., and NRT LLC, including their subsidiaries and affiliates, do not have any ownership interests in AHS, they may receive fees from AHS in return for their performance of services.

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that Broker is referring me/us to purchase the above-described settlement service(s) and that Broker, Realogy Holdings Corp., NRT LLC, their employees and/or subsidiaries and affiliates may receive a financial or other benefit as the result of this referral.

Authentisign

 05/24/2017 1:08:27 PM CDT
 Name **Dinkytown Rentals**

05/24/2017

Date

Name

Date

DISCLOSURE STATEMENT: COMPENSATION DISCLOSURE TO BUYER/TENANT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
© 2013 Minnesota Association of REALTORS®, Edina, MN

1. Date 05/24/17

2. If Broker is receiving any compensation from a party other than Buyer/Tenant, relating to the property located at

3. _____

4. XXX Duwayne Avenue, Lexington, MN 55014,

5. the Broker hereby notifies Buyer/Tenant that the amount of compensation to be paid to Broker, excluding listing portion,
6. is (check all that apply):

7. From Seller/Owner or their Broker ☒ 6 % of sale price.

8. ☐ \$ _____.

9. ☐ _____.


10. From Buyer/Tenant ☐ _____ % of sale price.


11. ☒ \$ 499.00.

12. ☐ _____.

13. I/We hereby acknowledge that I/we have received a copy of this Compensation Disclosure prior to signing a lease or
14. an offer to purchase the property.

15. Coldwell Banker Burnet
(Real Estate Company Name) (Date)

 05/24/2017
(Buyer/Tenant) Dinky Town Rentals LLC (Date)

16. BY:  05/24/2017
(Licensee Representing or Assisting Buyer/Tenant) (Date)
Nicholas (Nick) Junker

(Buyer/Tenant) (Date)

17. 56 E Broadway AVE
(Address)

(Address)

18. Forest Lake MN 55025-1658
(Address)

(Address)

19. dinkytownrentals@gmail.com
(E-mail Address)

20. _____
(E-mail Address)

U.S. Department of Housing
and Urban Development
Federal Housing Administration (FHA)



OMB Approval No. 2502-0538
(exp. 07/31/2009)

For Your Protection: Get a Home Inspection

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- ✓ Evaluate the physical condition: structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired or replaced; and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- ✓ Estimate the market value of a house;
- ✓ Make sure that the house meets FHA minimum property standards/requirements; and
- ✓ Make sure that the property is marketable.

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

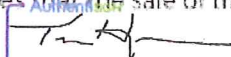
Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.

X



05/24/2017

X

 Adam L. Williams
Signature & Date
5/24/2017
Brimleytown Rentals LLC

Signature & Date

HUD-92564-CN (5/05)



COLDWELL BANKER HOME PROTECTION PLANSM



SINGLE
FAMILY HOMES



TWO-YEAR
PROTECTION PLAN



DUPLEX, TRIPLEX AND
FOURPLEX



CONDOS
AND TOWNHOMES



MOBILE
HOMES



NEW
CONSTRUCTION

A *ServiceMASTER*
COMPANY

About American Home Shield®

What is a Home Protection Plan?

It's a one-year service agreement that covers the repair or replacement of many major home system components and appliances that typically break down over time due to normal wear and tear.

Whether you are buying or selling a house, moving can be hectic. A home protection plan specifically designed for residential real estate transactions can give you one less thing to worry about — and help keep your home protected from the expense of unexpected covered repairs during the moving process.

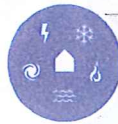
What's the difference between a Home Protection Plan and Home Insurance?



Home Protection Plan

A home protection plan helps protect homeowners against breakdowns. It will help protect a homeowner's budget against the costs of unexpected covered breakdowns or repairs on items in the home such as:

- Major home systems such as furnace, central air unit, electric, plumbing, and water heater
- Two of our three buyer plans include coverage on common household appliances such as refrigerator, washer, dryer, dishwasher, and oven
- Options for the buyer to add coverage on items such as pool, spa, and guest unit



Home Insurance

Homeowners sensibly protect their homes with homeowners insurance. In the event a catastrophe happens, the homeowners insurance will kick in to provide coverage for the structure and personal belongings inside the home.

NOTE: Home insurance policies may vary; please refer to your insurance agent for details on your home's policy.

Why should you choose Coldwell Banker Home Protection PlanSM?



With a Coldwell Banker Home Protection Plan, issued by American Home Shield, you have access to over 40 years of industry leading expertise. Our commitment to customer service is our top priority. You can expect the best, every time.

With AHS®, you can rely on:

- Award-winning service
- Our nationwide network of over 11,000 professional home service contractors who have the know-how to get the job done right.
- The convenience of 24/7/365 service requests with 99% of such requests dispatched to local contractors within 24 hours.
- Valuable discounts from other ServiceMaster brands: Terminix®, AmeriSpec®, Merry Maids®, Furniture Medic® and ServiceMaster Clean®.
- Access to a library of custom content, tips, advice and more to help manage your home.
- Substantial discounts on air filters, and for AHS agreement holders, a special discount program for brand-name appliances.

Why do I need a Home Protection Plan?

Benefits to Home Buyers

The question isn't whether or not a breakdown will happen; it's when. Do you have a plan in place for when they do? Our real estate packages protect your house, so you can focus on making it your home.

- Gain confidence and comfort knowing your hard-earned investment is covered by an industry leader.
- Reduce stress from potential, undetectable pre-existing conditions (like failures due to lack of maintenance and mismatched systems) — they're covered!
- Confidence in our nationwide network of professional home repair experts who we pre-screen and monitor for your safety and convenience.

Benefits to Home Sellers

When it comes to selling your home, offering a home protection plan in the contract is an excellent way to entice buyers. It shows good faith and offers an assurance to buyers that the home is covered by a home protection plan for the first year of ownership.

- Gain confidence and comfort knowing your budget is protected while your home is on the market.*
- May help sell your home faster, for more money and with fewer worries covered.
- Help mitigate unexpected covered issues from the home inspection to help keep the sale of your home on track.

What does Real Estate Edition mean?



Buy Now for Special Product Pricing**

The Real Estate Edition product and pricing is only available while you are involved in a real estate transaction. Pricing and packages will change thirty days after closing if not purchased during the real estate transaction.



Flexibility to Upgrade

Need to upgrade or add options? No problem. Home buyers have 60 days from closing to upgrade or change their coverage options.



Seller Coverage Option*

Regardless of the package selected, qualified home sellers can add the Seller Coverage Option for up to 6 months (term renewable upon request and AHS discretion) while their home is on the market. This option will help protect home sellers with the same covered items as the **ShieldEssentialSM** package, and best of all, no money is due until the home closes.

* Subject to a \$2,000 cap for all trades during listing period.

** Real estate edition product and pricing is available up to 30 days from the close of sale.

How does it work?

With American Home Shield, it's easy to get service for your covered home system components and appliances. Just follow these easy steps below when a covered breakdown occurs:



1. CONTACT US

Check your Agreement to verify the item is covered by your home protection plan. If it is, visit ahs.com to place a service request or call our 24/7 customer service line toll-free at 866-501-6966.



2. CONTRACTOR ASSIGNED

American Home Shield will assign a service contractor to handle your covered request. If we have your email address, we will send you a confirmation verifying the request has been received by the service contractor.



3. SCHEDULE SERVICE

A service contractor will contact you by phone to schedule an appointment time during normal business hours to visit your home and diagnose your covered item.



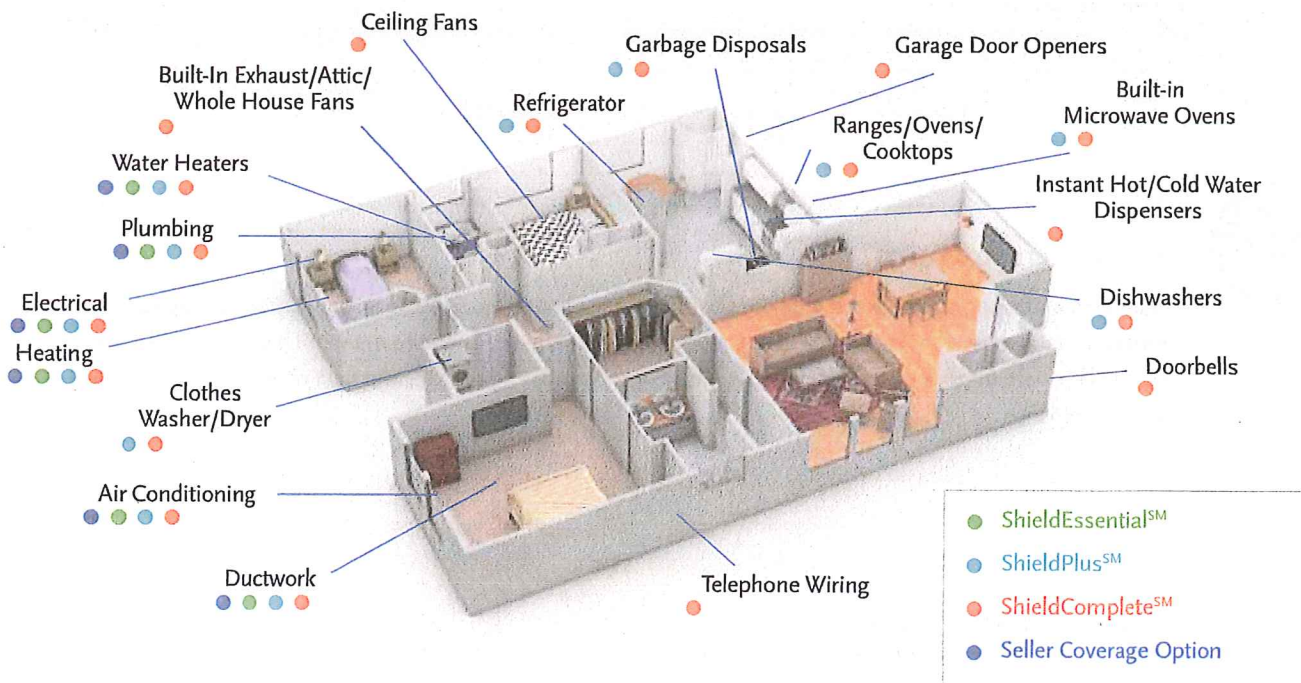
4. RELAX

When the service contractor arrives at your home, you pay a Trade Service Call Fee. This is a fee paid per service trade (plumber, electrician, etc.), and is typically less than their standard service rates.

There may be additional costs associated with your repair or replacement.

What is covered?

There are several Coldwell Banker Home Protection Plan packages available during the real estate transaction, making it easy for you to get exactly the coverage you need, at a price you can afford.



Home Protection Plan packages for your buyers

ShieldEssential

Covers the most critical home systems that are the most expensive to repair and replace (heating, air conditioning, plumbing and more).

ShieldPlus

Covers items included in the **ShieldEssential** Package plus many common, major household appliances.

ShieldComplete

Offers the most comprehensive coverage, including the items in **ShieldEssential** and **ShieldPlus** combined, and some additional home items (like garage door openers and doorbells).

All three packages offer the same high level of coverage across the board, meaning that even our lowest priced package offers our high level of coverage. Many other home warranty companies only offer their best condition coverage with higher-priced packages. Included in all packages:

- Refrigerant recapture, reclaim & disposal
- Removal of defective equipment
- Permits (\$250 per agreement term) when required during a covered repair or replacement
- Code violations (\$250 per agreement term) when required during a covered repair or replacement
- Failure due to:
 - Lack of maintenance
 - Rust & corrosion
 - Sediment
 - Mismatched systems
 - Undetectable pre-existing conditions
 - Improper installations, repairs or modifications

Optional Coverage

Optional coverage may be added to any buyer package to include:

- Additional refrigerator units (up to 4, including wine refrigerators up to 6 cubic feet)
- Well pump and septic system
- Pool/spa equipment
- Saltwater pool equipment
- Guest Unit (under 750 sq. ft.)

Seller Coverage Option

Selling your home and would like coverage while it is on the market?

Add the Seller Coverage Option, in addition to the package you have chosen to offer the buyer, and you will get valuable budget protection for many of your most critical home systems while your home is on the market.

NOTE: Subject to a \$2,000 cap for all trades during listing period. Seller Coverage Option renewable upon review after 6-month period, up to 18 months.

NOTE: An AHS Home Warranty covers repair or replacement of many systems and appliances, but not necessarily the entire system or appliance. Refer to Agreement for details.

Protect your biggest investment with industry-leading coverage.

Don't worry; this isn't what you'll need to pay when something breaks if you have a protection plan. This just simply shows the average U.S. replacement and repair cost for some of the most common items found in your home. When you compare the potential costs of replacing or repairing major systems and appliances, the difference is clear.





Average U.S. Cost WITHOUT a Home Protection Plan

ITEM	REPAIR	REPLACE	ITEM	REPAIR	REPLACE
Heating System	\$346	\$4,051	Toilet	\$54	\$235
Cooling System	\$307	\$3,631	Well Pump	\$228	\$2,946
Built-in Microwave	\$225	\$319	Leaky Faucet/Pipe	\$115	\$224
Clothes Dryer	\$120	\$496	Circuit Breaker	\$142	\$187
Clothes Washer	\$218	\$524	Main Panel	\$188	\$1,244
Dishwasher	\$128	\$529	Ceiling Fans	\$41	\$144
Oven/Range/Cooktop	\$137	\$806	Attic Fan	\$62	\$240
Refrigerator	\$355	\$1,201	Pool Pump	\$272	\$568
Water Heater	\$125	\$672	Circuit Board	\$278	\$1,034

Repair/Replacement cost are average U.S. cost as reported in the survey A Study of Homeowners' Appliance and Home System Service Experiences, Decision Analyst (2015) and reprinted with their written permission. Further reproduction or use is expressly prohibited.

My Account

Accessing your American Home Shield Account is just a convenient click away.
Register at ahs.com/my-account for:

MOBILE-FRIENDLY ACCESS Control your account from anywhere.	QUICK SERVICE REQUESTS Spend less time on the phone so you will have more time to enjoy your home.	SIMPLE AGREEMENT RENEWALS Maintain your home protection plan without going to the post office.	24/7 COVERAGE CHECKLIST See what's covered and download your agreement anytime.
			

Coldwell Banker, Coldwell Banker Business Advantage and the Coldwell Banker logo are registered service marks owned by Coldwell Banker Real Estate LLC and used with permission. Coldwell Banker Real Estate LLC fully supports the principles of the Fair Housing Act and the Equal Opportunity Act. Each Office is Independently Owned and Operated. The programs described herein are available through participating offices and do not require the listing or purchase of real estate through a franchised office as a condition of participation. This promotion is void where prohibited. A consumer purchase of a product or service may result in the seller or service provider paying a fee or commission to the Broker or Sales Associate who obtained the sale. Neither Coldwell Banker Real Estate LLC nor any of its franchisees or other affiliated companies provides any product or service in connection with the program. Not all products or services are available in all states. All products and services are provided by the applicable service provider described herein. Coldwell Banker Real Estate LLC and its affiliates, may receive compensation or other benefits, including goods and services, provided in connection with this promotion.

PACKAGES AT A GLANCE

Industry-Leading Service, Coverage and Quality



SYSTEMS

Air Conditioning (Including geothermal systems)
Heating (Including geothermal systems)
Ductwork
Plumbing (Including stoppages; sump pumps; plumbing sewage ejector pumps)
Electrical
Water Heaters

APPLIANCES

Washer
Dryer
Refrigerator w/Ice Maker and Dispenser (Kitchen refrigerator only)
Built-in Microwave Ovens
Dishwashers
Garbage Disposals
Ranges/Ovens/Cooktops

ADDITIONAL HOME ITEMS

Ceiling Fans
Telephone Wiring
Doorbells
Garage Door Openers
Instant Hot/Cold Water Dispensers
Built-In Exhaust/Attic/Whole House Fans

SAME HIGH LEVEL OF COVERAGE ACROSS ALL PACKAGES

FAILURE DUE TO:

Lack of Maintenance
Rust & Corrosion
Sediment
Mismatched Systems
Undetectable Pre-existing Conditions
Improper Installations, Repairs or Modifications
Refrigerant Recapture, Reclaim & Disposal
Removal of Defective Equipment
Permits (\$250 per Agreement Term When Required During a Covered Repair or Replacement)
Code Violations (\$250 per Agreement Term When Required During a Covered Repair or Replacement)

OPTIONAL COVERAGE FOR BUYERS (AVAILABLE FOR AN ADDITIONAL COST)

Additional Refrigerators (up to 4, including wine refrigerators up to 6 cubic feet)
Well Pump and Septic System Pumping & Septic Sewage Ejector Pump
Swimming Pool or Spa Equipment
Swimming Pool/Spa Equipment (shared equipment)
Saltwater Pool Equipment
Guest Unit (under 750 sq. ft.)

Seller Coverage Option*	Available Buyer Packages		
	ShieldEssential	ShieldPlus	ShieldComplete
Air Conditioning (Including geothermal systems)	•	•	•
Heating (Including geothermal systems)	•	•	•
Ductwork	•	•	•
Plumbing (Including stoppages; sump pumps; plumbing sewage ejector pumps)	•	•	•
Electrical	•	•	•
Water Heaters	•	•	•
Washer		•	•
Dryer		•	•
Refrigerator w/Ice Maker and Dispenser (Kitchen refrigerator only)		•	•
Built-in Microwave Ovens		•	•
Dishwashers		•	•
Garbage Disposals		•	•
Ranges/Ovens/Cooktops		•	•
Ceiling Fans			•
Telephone Wiring			•
Doorbells			•
Garage Door Openers			•
Instant Hot/Cold Water Dispensers			•
Built-In Exhaust/Attic/Whole House Fans			•
Lack of Maintenance	•	•	•
Rust & Corrosion	•	•	•
Sediment	•	•	•
Mismatched Systems	•	•	•
Undetectable Pre-existing Conditions	•	•	•
Improper Installations, Repairs or Modifications	•	•	•
Refrigerant Recapture, Reclaim & Disposal	•	•	•
Removal of Defective Equipment	•	•	•
Permits (\$250 per Agreement Term When Required During a Covered Repair or Replacement)	•	•	•
Code Violations (\$250 per Agreement Term When Required During a Covered Repair or Replacement)	•	•	•
Additional Refrigerators (up to 4, including wine refrigerators up to 6 cubic feet)		Available	Available
Well Pump and Septic System Pumping & Septic Sewage Ejector Pump	Available	Available	Available
Swimming Pool or Spa Equipment	Available	Available	Available
Swimming Pool/Spa Equipment (shared equipment)	Available	Available	Available
Saltwater Pool Equipment	Available	Available	Available
Guest Unit (under 750 sq. ft.)	Available	Available	Available

*Subject to a \$2,000 cap for all trades during listing period. Coverage renewable at AHS's option each 6 month period, up to 18 months

Trade Service Call Fee

There is a Trade Service Call Fee per service trade (plumber, electrician, etc.), and this is typically less than their standard service rates.

As always, homeowners should refer to their Agreement for specific coverage information and limitations. To download a Sample Agreement, visit ahshome.com.

SEND US YOUR ENROLLMENT APPLICATION

Mail with Payment

AHS, P.O. Box 2803
Memphis, TN 38101

Mail without Payment

AHS, P.O. Box 849
Carroll, IA 51401

Online: pro.ahs.com

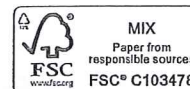
Phone: 800-735-4663

Fax: 800-329-2478

Español: 800-250-2025

REAL ESTATE EDITION

Pricing and Application



1 Complete your enrollment form

Sales Associates can also order online at pro.ahs.com

Agreement Number (provided when AHS receives your application)

PROPERTY INFORMATION

XXX Duwayne Avenue

Property Address to be Covered

Lexington MN 55014

City State ZIP

Listing Expiration Date (if selling) Home sq. ft.

SELLER INFORMATION

First Name Last Name

Phone Number Email Address

Mailing Address - Only if different from covered property

BUYER INFORMATION

Dinkytown Rentals LLC

First Name Last Name

dinkytownrentals@gmail.com

Phone Number Email Address

Mailing Address - Only if different from covered property

REAL ESTATE COMPANY INFORMATION

Initiating Real Estate Associate

Buyer ☒ Seller ☐

Coldwell Banker Burnet

Real Estate Company

651-426-1671

Main Office Phone Number

Fax Phone Number

Nick Junker

nickj@cbburnet.com

Agent Name

Agent Email

Cooperating Real Estate Associate

Buyer ☐ Seller ☐

Main Office Phone Number

Fax Phone Number

Agent Name

Agent Email

CLOSING COMPANY

Closing Company Name

Main Office Phone Number

Fax Phone Number

Estimated Closing Date

Closing Number

Closing Representative Name

Email Address

2 Select your coverage for buyer

BUYER HOME PROTECTION PLAN PACKAGE

	Shield Essential	Shield Plus	Shield Complete
Single Family Home (SFH)	\$470	\$630	\$700
Condo/Townhome/Mobile Home	\$345	\$465	\$515
New Construction SFH (yrs. 2-5)	\$775	\$1,040	\$1,155
New Construction Condo (yrs. 2-5)	\$570	\$765	\$850

BUYER OPTIONS

	SFH/Condo/ Townhome/Mobile Home	New Construction
Additional Refrigerators*	\$15	\$23
Well Pump and Septic System Pumping & Septic Sewage Ejector Pump**	\$240	\$370
Swimming Pool Equipment**	\$140	\$215
Spa Equipment	\$140	\$215
Swimming Pool/Spa Equipment (shared equipment)**	\$140	\$215
Saltwater Pool Equipment**	\$210	\$325

*Available only with the ShieldPlus and ShieldComplete Packages

**Not available for Condo/Townhome/Mobile Home

AHS also offers 2-year home protection plan pricing.
For more information, CALL 800-735-4663.

\$75 Trade Service Call Fee

3 Select coverage for seller

SELLER COVERAGE OPTION

See page 7

☐ Yes, add the Seller Coverage Option to my Buyer Home Protection Plan Package

\$65

4 Total & Sign

Buyer Home Protection Plan	\$
Buyer Options Total	\$
Seller Coverage Option	\$
Grand Total	\$

NOTE: Unless otherwise noted, all prices shown are for a one-year Agreement Term for homes under 5,000 sq. feet. To obtain quotes for single family homes over 5,000 sq. feet, for guest unit pricing, multiple unit properties, and for 2-year pricing plans, please call 866-797-4788.

American Home Shield® may provide compensation to real estate brokers and their related companies for services provided in connection with its Home Warranty program. In connection with the program, a broker may provide information regarding you and your home to AHS®. By submitting this application, you authorize the broker to share such information with AHS and authorize AHS to use such information in connection with its program. You are not required to buy a Home Warranty and, if you want one, you are not required to buy it through a broker or sales associate.

☒ I accept the benefits of the Coldwell Banker Home Protection PlanSM coverage. I received a copy of the Coldwell Banker Home Protection Plan Agreement and understand the key terms, coverage, limitations and exclusions, and I had the opportunity to ask questions regarding such coverage.

☒ I decline the opportunity to purchase the Coldwell Banker Home Protection Plan coverage.

Signature Dinkytown Rentals LLC

Date

Signature

Date



CLIENT/CUSTOMER DISCLOSURE

NOTICE: Relating To Fraudulent Wiring instructions

All parties to any transaction involving real estate should be mindful and take precautions to avoid being victimized.

Buyers/Tenants can be targeted relating to their earnest money and or security/rent deposits.

Sellers/Landlords can be targeted relating to their proceeds or rental account funds.

Criminals/hackers are targeting email accounts of various parties involved in a real estate transaction (e.g., lawyers, title agents, mortgage brokers, real estate agents). Among other concerns, this has led to fraudulent wiring instructions being used to divert funds to the criminal's bank account. These emails may look like legitimate emails from the proper party. **Broker strongly recommends that you, your lawyers and others working on a transaction, should refrain from placing any sensitive personal and financial information in an email, directly or through an email attachment. When you need to share Social Security numbers, bank accounts, credit card numbers, wiring instructions or similar sensitive information, we strongly recommend using more secure means, such as providing the information in person, over the phone, or through secure mail or package services, whenever possible. In addition, before you wire any funds to any party (including your lawyer, title agent, mortgage broker, or real estate agent) personally call them to confirm it is legitimate (i.e., confirm the ABA routing number or SWIFT code and credit account number). You should call them at a number that you obtain on your own (e.g., the sales contract, their website, etc.) and **not** use the phone number in the email in order to be sure that you are contacting a legitimate party.**

ACKNOWLEDGEMENT

I/We have read and received a copy of this notice.



5/24/2017 4:08:35 PM CDT

Client/Customer

Dinkytown Rentals LLC

05/24/2017

Date

Client/Customer

Date

PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
© 2016 Minnesota Association of REALTORS®, Edina, MN

1. Date 05/24/2017

2. Page 1 of _____

3. BUYER (S): Dinkytown Rentals LLC

4. _____

5. Buyer's earnest money in the amount of _____

6. Five Thousand Dollars (\$ 5,000.00) shall

7. be delivered to listing broker no later than two (2) Business Days after Final Acceptance Date of this Purchase

8. Agreement. Buyer and Seller agree that listing broker shall deposit any earnest money in the listing broker's trust

9. account within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase

10. Agreement, whichever is later.

11. Said earnest money is part payment for the purchase of the property located at

12. Street Address: XXX Duwayne Avenue

13. City of Lexington, County of Anoka State of Minnesota, legally

14. described as

15. **LEXINGTON PARK 2ND ADDITION THE W 150 FT OF LOT 38 (SUBJ TO EASE
RESERVATIONS OF RECORDS IF A NY)**

16. including all fixtures, if any, **AND** ☐ **INCLUDING** ☐ **EXCLUDING** the following personal property, if any, which shall
----- (Check one.) -----

18. be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

19. _____

20. _____

21. _____

22. _____ (collectively the "Property"),

23. all of which Property Seller has this day agreed to sell to Buyer for the sum of (\$ 95,000.00)

24. _____

25. Ninety-Five Thousand Dollars,

26. which Buyer agrees to pay in the following manner:

27. 1. **CASH** of 100 percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest
28. money; PLUS

29. 2. **FINANCING** of _____ percent (%) of the sale price, which will be the total amount secured against this
30. Property to fund this purchase.

31. Such financing shall be: (Check one.) ☐ **a first mortgage**; ☐ **a contract for deed**; or ☐ **a first mortgage with**
32. **subordinate financing**, as described in the attached Addendum:

33. ☐ **Conventional** ☐ **FHA** ☐ **DVA** ☐ **Assumption** ☐ **Contract for Deed.**
----- (Check all that apply.) -----

34. The date of closing shall be On or before June 30th, 20 17.

PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

35. Page 2 Date 05/24/2017

36. Property located at XXX Duwayne Avenue Lexington MN 55014

37. **SALE OF BUYER'S PROPERTY CONTINGENCY:** (Check one.)

38. ☐ 1. This Purchase Agreement is subject to an Addendum to *Purchase Agreement: Sale of Buyer's Property*
39. *Contingency* for the sale of Buyer's Property. (If checked, see attached *Addendum*.)

40. OR

41. ☐ 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at
42. _____, which is scheduled to close on

43. _____, 20 _____ pursuant to a fully executed purchase agreement. If Buyer's
44. property does not close, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a
45. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid
46. here to be refunded to Buyer. The language in this paragraph supersedes any other provision to the contrary
47. in any financing addendum made a part of this Purchase Agreement, if applicable.

48. OR

49. ☒ 3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale
50. and closing on any other property.

51. This Purchase Agreement ☐ IS ☒ IS NOT subject to cancellation of a previously written purchase agreement
52. dated _____, 20 _____. (If answer is **IS**, said cancellation shall be obtained no later than

53. _____, 20 _____. If said cancellation is not obtained by said date, this Purchase Agreement
54. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation
55. and directing all earnest money paid here to be refunded to Buyer.)

56. **SPECIAL CONTINGENCIES:** This Purchase Agreement is subject to the following contingencies, and if the
57. contingencies checked below are not satisfied or waived, in writing, by Buyer by _____, 20 _____,
58. this Purchase Agreement is canceled as of said date. Buyer and Seller shall immediately sign a *Cancellation of*
59. *Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to
60. Buyer.

61. (Select appropriate options a-i.)

62. ☐ (a) ☐ **BUYER** ☐ **SELLER** shall provide a certificate of survey of the Property, at ☐ **BUYER** ☐ **SELLER**
63. _____ expense.
64. _____ (Check one.)

64. ☐ (b) Buyer obtaining approval of city/township of proposed building plans and specifications at
65. ☐ **BUYER** ☐ **SELLER** expense.
66. _____ (Check one.)

66. ☐ (c) Buyer obtaining approval of city/township of proposed subdivision development plans at
67. ☐ **BUYER** ☐ **SELLER** expense.
68. _____ (Check one.)

68. ☒ (d) Buyer obtaining approval of city/township for rezoning or use permits at ☐ **BUYER** ☒ **SELLER** expense.
69. _____ (Check one.)

69. ☐ (e) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, percolation tests which are acceptable to Buyer.
70. _____ (Check one.)

70. ☐ (f) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, soil tests which indicate that the Property may be
71. improved without extraordinary building methods or cost.

72. ☐ (g) Buyer obtaining approval of building plans and/or specifications in accordance with any recorded subdivision
73. covenants and approval of the architectural control committee.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

74. Page 3 Date 05/24/2017

75. Property located at XXX Duwayne Avenue Lexington MN 55014.

76. ☐ (h) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, copies of all covenants, reservations, and restrictions affecting the Property. (Check one.)

77. ☒ (i) Other:
78. **Buyer obtaining city approval on rezoning of the adjacent lot to**
79. **the south to R4 zoning and rezoning of the back half of 8925**
80. **Syndicate Ave to R4 zoning**

81. Seller's expenses for these contingencies (if any) shall not exceed \$ _____.

82. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a: (Check one.)

83. ☒ **Warranty Deed**, ☐ **Personal Representative's Deed**, ☐ **Contract for Deed**, ☐ **Trustee's Deed**, or

84. ☐ **Other:** _____ **Deed** joined in by spouse, if any, conveying marketable title, subject to

- 85. (a) building and zoning laws, ordinances, state and federal regulations;
- 86. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
- 87. (c) reservation of any mineral rights by the State of Minnesota;
- 88. (d) utility and drainage easements which do not interfere with existing improvements;
- 89. (e) **rights of tenants as follows** (unless specified, not subject to tenancies): _____

90. _____; and

91. (f) others (must be specified in writing): _____

92. _____

93. _____.

94. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years including all penalties and interest.

95. Buyer shall pay ☒ **PRORATED FROM DAY OF CLOSING** ☐ _____ **12ths OF** ☐ **ALL** ☐ **NO** real estate (Check one.)

96. taxes due and payable in the year 20 17.

97. Seller shall pay, ☒ **PRORATED TO DAY OF CLOSING** ☐ _____ **12ths OF** ☐ **ALL** ☐ **NO** real estate taxes (Check one.)

98. due and payable in the year 20 17. If the closing date is changed, the real estate taxes paid shall, if prorated, be adjusted to the new closing date.

99. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which is not otherwise here provided. No representations are made concerning the amount of subsequent real estate taxes.

104. DEFERRED TAXES/SPECIAL ASSESSMENTS:

105. ☐ **BUYER SHALL PAY** ☒ **SELLER SHALL PAY** on date of closing any deferred real estate taxes (Check one.)

106. (e.g. Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.

107. ☐ **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING** ☒ **SELLER SHALL PAY ON** (Check one.)

108. **DATE OF CLOSING** all installments of special assessments certified for payment, with the real estate taxes due and payable in the year or closing.

109. ☐ **BUYER SHALL ASSUME** ☒ **SELLER SHALL PAY** on date of closing all other special assessments levied as (Check one.)

110. of the date of this Purchase Agreement.

MN:PA:VL-3 (8/16)

PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

112. Page 4 Date 05/24/2017

113. Property located at XXX Duwayne Avenue Lexington MN 55014 .

114. ☐ BUYER SHALL ASSUME ☒ SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as

 (Check one.)

115. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities.
116. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the
117. assessments or less, as required by Buyer's lender.)

118. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
119. which is not otherwise here provided.

120. As of the date of this Purchase Agreement, Seller represents that Seller ☐ HAS ☒ HAS NOT received a notice
-----*(Check one.)*-----

121. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
122. against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before
123. closing shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and
124. on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
125. for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare
126. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
127. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
128. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
129. directing all earnest money paid here to be refunded to Buyer.

130. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*

131. ☒ IMMEDIATELY AFTER CLOSING; or

132. ☐ OTHER: _____

133. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
134. by possession date.

135. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and
136. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
137. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.

138. **TITLE AND EXAMINATION:** Within a reasonable time period after Final Acceptance Date of this Purchase Agreement,
139. Seller shall provide one of the following title evidence options, at Seller's selection, which shall include proper searches
140. covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments to Buyer
141. or Buyer's designated title service provider:

142. (a) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write
143. title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs
144. related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title
145. insurance policy(ies), including but not limited to the premium(s), Buyer's name search and plat drawing, if
146. any. Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property,
147. if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
148. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or assisting
149. Seller, upon cancellation of this Purchase Agreement.

150. (b) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract ("RPA") certified to date
151. if Registered (Torrens) Property. Seller shall pay for the abstracting or RPA costs and deliver any abstract for
152. this Property in Seller's possession or control to Buyer or Buyer's designated title service provider. Any abstract
153. provided shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of
154. this Purchase Agreement. If Property is Abstract and Seller does not have an abstract of title, Option (1) will
155. automatically apply.

PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

156. Page 5 Date 05/24/2017

157. Property located at XXX Duwayne Avenue Lexington MN 55014

158. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event that Seller has not
159. provided marketable title by the date of closing, Seller shall have an additional 30 days to make title marketable or, in
160. the alternative, Buyer may waive title defects by written notice to Seller. In addition to the 30-day extension, Buyer
161. and Seller may by mutual agreement further extend the closing date. Lacking such extension, either party may declare
162. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
163. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
164. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
165. directing all earnest money paid here to be refunded to Buyer.

166. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
167. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. This
168. provision deals with the necessity of subdividing land to complete the sale of the Property described here in contrast
169. to the subdivision provision of lines 66-67 which deals with the future development plans of Buyer. Seller warrants the
170. legal description of the real Property to be conveyed has been or shall be approved for recording as of the date of
171. closing. Seller warrants that there is a right of access to the Property from a public right-of-way.

172. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor,
173. materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing.

174. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
175. proceedings or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller
176. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
177. such notices received by Seller shall be provided to Buyer immediately.

178. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
179. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
180. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

181. **ACCESS AGREEMENT:** Seller agrees to allow Buyer reasonable access to the Property for performance of any
182. surveys, inspections or tests or for water, sewer, gas, or electrical service hookup as agreed to here. Buyer shall
183. restore the premises to the same condition it was in prior to the surveys, inspections, or tests and pay for any
184. restoration costs relative thereto.

185. **RISK OF LOSS:** If there is any loss or damage to the Property between the Final Acceptance Date and the date of closing
186. for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. If the Property
187. is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's
188. option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement,
189. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
190. directing all earnest money paid here to be refunded to Buyer.

191. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

192. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)
193. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)
194. ending at 11:59 P.M. on the last day.

195. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless
196. stated elsewhere by the parties in writing.

197. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the listing broker shall release earnest money from the
198. listing broker's trust account:

- 199. (a) at or upon the successful closing of the Property;
- 200. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*
- 201. *Agreement* executed by both Buyer and Seller;
- 202. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
- 203. (d) upon receipt of a court order.

MN:PA:VL-5 (8/16)

PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

204. Page 6 Date 05/24/2017

205. Property located at XXX Duwayne Avenue Lexington MN 55014.

206. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any
207. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and
208. Seller shall affirm the same by a written cancellation agreement.

209. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the
210. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller
211. defaults in any of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment,
212. either party may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here
213. that this Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory
214. Cancellation under MN Statute 559.217, Subd. 4.

215. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages
216. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
217. performance, such action must be commenced within six (6) months after such right of action arises.

218. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone
219. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are
220. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
221. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.

222. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
223. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be
224. obtained by contacting the local law enforcement offices in the community where the Property is located
225. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web
226. site at www.corr.state.mn.us.

227. **SPECIAL DISCLOSURES:** Seller discloses, to the best of Seller's knowledge, that the Property described in this
228. Purchase Agreement consists of approximately .47 ☒ **ACRES** ☐ **SQUARE FEET** and is currently zoned
------(Check one.)-----

229. _____.

230. Seller discloses, to the best of Seller's knowledge, that the Property ☐ **IS** ☒ **IS NOT** in a designated flood plain
231. area. ------(Check one.)-----

232. Seller discloses, to the best of Seller's knowledge, that the Property ☐ **DOES** ☒ **DOES NOT** currently receive
233. preferential tax treatment (e.g. Green Acres). ------(Check one.)-----

234. Seller discloses, to the best of Seller's knowledge, that the Property ☐ **IS** ☒ **IS NOT** enrolled in any Federal, State, or
------(Check one.)-----

235. local governmental programs (e.g., CREP, CRP, EQIP, WRP, Conservation programs, riparian buffers, Sustainable
236. Forest Incentive Act, etc.).

237. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**
238. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF THIS**
239. **PURCHASE AGREEMENT.**

240. BUYER HAS RECEIVED A: (Check any that apply.) ☒ **DISCLOSURE STATEMENT: VACANT LAND OR A**
241. ☐ **DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.**

242. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Vacant Land* or *Disclosure Statement:*
243. *Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if any.

244. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**

245. **BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.**

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

246. Page 7 Date 05/24/2017

247. Property located at XXX Duwayne Avenue Lexington MN 55014

248. **ENVIRONMENTAL CONCERNS:** To the best of the Seller's knowledge there are no hazardous substances or
249. underground storage tanks, except where noted here:

250. _____

251. _____

252. _____

253. _____

254. _____

255. _____

256. **UTILITIES:** TO THE BEST OF SELLER'S KNOWLEDGE, THE FOLLOWING PRESENTLY EXIST WITHIN THE
257. PROPERTY:

258. Connection to public water	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
259. Connection to public sewer	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
260. Connection to private water system off Property	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
261. Connection to electric utility	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
262. Connection to natural gas	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

263. **PLEASE NOTE:** Buyer may incur additional charges improving the Property, including, but not limited to, hookup and/
264. or access charges; municipal charges; costs for sewer access, stubbing access, water access, park dedication, road
265. access, curb cuts, utility connection and connecting fees; and tree planting charges.

266. **(Check appropriate boxes.)**

267. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

268. **CITY SEWER** ☒ **YES** ☐ **NO** / **CITY WATER** ☒ **YES** ☐ **NO**

269. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

270. SELLER ☐ **DOES** ☒ **DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR
----- (Check one.) -----

271. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure*

272. *Statement: Subsurface Sewage Treatment System.*)

273. **PRIVATE WELL**

274. SELLER ☐ **DOES** ☒ **DOES NOT** KNOW OF A WELL ON OR SERVING THE PROPERTY.
----- (Check one.) -----

275. (If answer is **DOES** and well is located on the Property, see *Disclosure Statement: Well.*)

276. THIS PURCHASE AGREEMENT ☐ **IS** ☒ **IS NOT** SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:
----- (Check one.) -----

277. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**

278. (If answer is **IS**, see attached *Addendum.*)

279. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
280. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE**
281. **SEWAGE TREATMENT SYSTEM.**

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

282. Page 8 Date 05/24/2017

283. Property located at XXX Duwayne Avenue Lexington MN 55014

284. **NOTICE**

285. Nicholas (Nick) Junker is ☐ Seller's Agent ☐ Buyer's Agent ☒ Dual Agent ☐ Facilitator.
(Licensee) (Check one.)

286. Coldwell Banker Burnet
(Real Estate Company Name)

287. Nicholas (Nick) Junker is ☐ Seller's Agent ☐ Buyer's Agent ☒ Dual Agent ☐ Facilitator.
(Licensee) (Check one.)

288. Coldwell Banker Burnet
(Real Estate Company Name)

289. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

290. **DUAL AGENCY REPRESENTATION**

291. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**

292. ☐ Dual Agency representation DOES NOT apply in this transaction. *Do not complete lines 293-309.*

293. ☒ Dual Agency representation DOES apply in this transaction. *Complete the disclosure in lines 294-309.*

294. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a
295. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because
296. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for
297. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).
298. Seller(s) and Buyer(s) acknowledge that

299. (1) confidential information communicated to Broker which regards price, terms or motivation to buy or sell will
300. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
301. information will be shared;

302. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
303. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
304. the sale.

305. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker
306. and its salesperson to act as dual agents in this transaction.

307. Seller City Of Lexington Buyer Dinkytown Rentals LLC
5/24/2017 1:09:13 PM CDT

308. Seller _____ Buyer _____

309. Date _____ Date 05/24/2017

310. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the
311. cash outlay at closing or reduce the proceeds from the sale.

312. **SETTLEMENT STATEMENT:** Buyer and Seller authorize the title company, escrow agent, and/or their representatives
313. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved in
314. the transaction at the time these documents are provided to Buyer and Seller.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

315. Page 9 Date 05/24/2017

316. Property located at XXX Duwayne Avenue Lexington MN 55014

317. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
318. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
319. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller
320. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

321. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
322. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
323. the closing and delivery of the deed.

324. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
325. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
326. identification numbers or Social Security numbers.

327. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
328. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**
329. **compliance, as the respective licensee's representing or assisting either party will be unable to assure either**
330. **party whether the transaction is exempt from FIRPTA withholding requirements.**

331. **ENTIRE AGREEMENT:** This Purchase Agreement and any addenda or amendments signed by the parties shall
332. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer
333. and Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this
334. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and
335. Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this
336. Purchase Agreement.

337. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this
338. transaction constitute valid, binding signatures.

339. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy
340. must be delivered.

341. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract
342. for deed.

343. **OTHER:**

344. _____
345. _____
346. _____
347. _____
348. _____
349. _____
350. _____
351. _____

352. **ADDENDA AND PAGE NUMBERING:** Attached addenda are a part of this Purchase Agreement.

353. Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).

354. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement and should
355. not be part of the page numbering.

PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

356. Page 10 Date 05/24/2017357. Property located at XXX Duwayne AvenueLexington MN 55014

358. I, the owner of the Property, accept this Purchase
 359. Agreement and authorize the listing broker to withdraw
 360. said Property from the market, unless instructed otherwise
 361. in writing.

I agree to purchase the Property for the price and on
 the terms and conditions set forth above.

**I have reviewed all pages of this Purchase
 Agreement.**

362. **I have reviewed all pages of this Purchase Agreement.**

363. ☐ If checked, this Agreement is subject to attached
 364. **Addendum to Purchase Agreement: Counteroffer.**

365. **FIRPTA:** Seller represents and warrants, under penalty
 366. of perjury that Seller ☐ **IS** ☒ **IS NOT** a foreign person (i.e., a
 ----- (Check one.) -----

367. non-resident alien individual, foreign corporation, foreign
 368. partnership, foreign trust, or foreign estate for purposes of
 369. income taxation. (See lines 317-330.) This representation
 370. and warranty shall survive the closing of the transaction
 371. and the delivery of the deed.

372. **X** _____
 (Seller's Signature) (Date)

X _____ 05/24/2017
 (Buyer's Signature) (Date)
5/24/2017 10:14 PM CDT

373. **X** City Of Lexington
 (Seller's Printed Name)

X Dinkytown Rentals LLC
 (Buyer's Printed Name)

374. **X** _____
 (Marital Status)

X _____
 (Marital Status)

375. **X** _____
 (Seller's Signature) (Date)

X _____
 (Buyer's Signature) (Date)

376. **X** _____
 (Seller's Printed Name)

X _____
 (Buyer's Printed Name)

377. **X** _____
 (Marital Status)

X _____
 (Marital Status)

378. **FINAL ACCEPTANCE DATE:** _____ The Final Acceptance Date
 379. is the date on which the fully executed Purchase Agreement is delivered.

380. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
 381. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

382. **I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE**
 383. **DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION**
 384. **AGREEMENT, WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE**
 385. **AGREEMENT.**

386. **SELLER(S)** _____
City Of Lexington

BUYER(S) _____ 05/24/2017 10:14 PM CDT
Dinkytown Rentals LLC

387. **SELLER(S)** _____

BUYER(S) _____

**DISCLOSURE STATEMENT: ARBITRATION
DISCLOSURE AND RESIDENTIAL REAL
PROPERTY ARBITRATION AGREEMENT**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
© 2016 Minnesota Association of REALTORS®, Edina, MN

1. Page 1

2.

ARBITRATION DISCLOSURE

3. You have the right to choose whether to have any disputes about disclosure of material facts affecting the use
4. or enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing
5. to binding arbitration, **you give up your right to go to court.** By signing the RESIDENTIAL REAL PROPERTY
6. ARBITRATION AGREEMENT ("ARBITRATION AGREEMENT") on page two (2), you agree to binding arbitration under the
7. Residential Real Property Arbitration System ("Arbitration System") administered by National Center for Dispute Settlement
8. ("NCDS") and endorsed by the Minnesota Association of REALTORS® ("MNAR"). The ARBITRATION AGREEMENT is
9. enforceable only if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers.
10. The ARBITRATION AGREEMENT is not part of the *Purchase Agreement*. **Your *Purchase Agreement* will still be**
11. **valid whether or not you sign the ARBITRATION AGREEMENT.**

12. The Arbitration System is a private dispute resolution system offered as an alternative to the court system. It
13. is not government sponsored. NCDS and the MNAR jointly adopt the rules that govern the Arbitration System. NCDS
14. and the MNAR are not affiliated. Under the ARBITRATION AGREEMENT you must use the arbitration services of
15. NCDS.

16. All disputes about or relating to disclosure of material facts affecting the use or enjoyment of the property, excluding
17. disputes related to title issues, are subject to arbitration under the ARBITRATION AGREEMENT. This includes claims
18. of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under
19. MN Statute 327A (statutory new home warranties) or under private contracts for warranty coverage. An agreement to
20. arbitrate does not prevent a party from contacting the Minnesota Department of Commerce, the state agency that
21. regulates the real estate profession, about licensee compliance with state law.

22. The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more
23. than initial court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed
24. in conciliation court is \$15,000. This amount is subject to future change. In some cases, it is quicker and less expensive
25. to arbitrate disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The
26. right to appeal an arbitrator's award is very limited compared to the right to appeal a court decision.

27. **A request for arbitration must be filed within 24 months of the date of the closing on the property or**
28. **else the claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24-month**
29. **limitation period provided herein.**

30. A party who wants to arbitrate a dispute files a Demand, along with the appropriate administrative fee, with
31. NCDS. NCDS notifies the other party, who may file a response. NCDS works with the parties to select and appoint an arbitrator
32. to hear and decide the dispute. A three-arbitrator panel will be appointed instead of a single arbitrator at the request
33. of any party. The party requesting a panel must pay an additional fee. Arbitrators have backgrounds in law, real estate,
34. architecture, engineering, construction or other related fields.

35. Arbitration hearings are usually held at the home site. Parties are notified about the hearing at least 14 days
36. in advance. A party may be represented by a lawyer at the hearing, at the party's own expense, if he or she gives five
37. (5) days advance notice to the other party and to NCDS. Each party may present evidence, including documents or
38. testimony by witnesses. The arbitrator must make any award within 30 days from the final hearing date. The award must
39. be in writing and may provide any remedy the arbitrator considers just and equitable that is within the scope of the
40. parties' agreement. The arbitrator does not have to make findings of fact that explain the reason for granting or denying
41. an award. The arbitrator may require the party who does not prevail to pay the administrative fee.

42. **This Arbitration Disclosure provides only a general description of the Arbitration System and a general**
43. **overview of the Arbitration System rules.** For specific information regarding the administrative fee, please see the
44. Fee Schedule located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling
45. (800) 777-8119 or (866) 727-8119 or on the Web at www.ncdsusa.org or from your REALTOR®. If you have any questions
46. about arbitration, call NCDS at (800) 777-8119 or (866) 727-8119 or consult a lawyer.

**DISCLOSURE STATEMENT: ARBITRATION
DISCLOSURE AND RESIDENTIAL REAL
PROPERTY ARBITRATION AGREEMENT**
47. Page 2

48. **THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.**
49. **READ THE ARBITRATION DISCLOSURE ON PAGE ONE (1) IN FULL BEFORE SIGNING.**

50. **RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT**

51. For the property located at XXX Duwayne Avenue.

52. City of Lexington, County of Anoka, State of Minnesota.



53. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or
54. enjoyment of the property, excluding disputes related to title issues of the property covered by the *Purchase Agreement*
55. dated May 24th, 20 17, including claims of fraud, misrepresentation, warranty and
56. negligence, shall be settled by binding arbitration. National Center for Dispute Settlement shall be the arbitration service
57. provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of REALTORS®
58. shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect at the time the
59. Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one (1). This
60. Agreement shall survive the delivery of the deed or contract for deed in the *Purchase Agreement*. This Agreement is
61. only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to
62. arbitrate as acknowledged by signatures below. For purposes of this Agreement, the signature of one licensee of a
63. broker shall bind the broker and all licensees of that broker.

64. _____
(Seller's Signature) (Date) (Buyer's Signature) (Date)

65. City Of Lexington Dinkytown Rentals LLC
(Seller's Printed Name) (Buyer's Printed Name)

66. _____
(Seller's Signature) (Date) (Buyer's Signature) (Date)

67. _____
(Seller's Printed Name) (Buyer's Printed Name)

68.  Nicholas (Nick) Junker 05/24/2017  Nicholas (Nick) Junker 05/24/2017
(Licensee Representing or Assisting Seller) (Date) (Licensee Representing or Assisting Buyer) (Date)
5/24/2017 11:28:54 AM CDT 5/24/2017 11:28:58 AM CDT
Nicholas (Nick) Junker Nicholas (Nick) Junker

69. Coldwell Banker Burnet Coldwell Banker Burnet
(Company Name) (Company Name)

70. **THE RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT IS A LEGALLY BINDING CONTRACT**
71. **BETWEEN BUYERS, SELLERS AND LICENSEES. IF YOU DESIRE LEGAL ADVICE, CONSULT A LAWYER.**



DISCLOSURE STATEMENT: VACANT LAND

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
© 2015 Minnesota Association of REALTORS®, Edina, MN

1. Date _____
2. Page 1 of _____ pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED HERETO AND
4. MADE A PART HEREOF

5. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

6. **NOTICE:** This Disclosure Statement satisfies the disclosure requirements of MN Statutes 513.52 through 513.60.
7. Under Minnesota law, Sellers of residential property, with limited exceptions listed on page nine (9), are obligated to
8. disclose to prospective Buyers all material facts of which Seller is aware that could adversely and significantly affect
9. an ordinary buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware.
10. MN Statute 513.58 requires Seller to notify Buyer in writing as soon as reasonably possible, but in any event before
11. closing, if Seller learns that Seller's disclosure was inaccurate. Seller is obligated to continue to notify Buyer, in writing,
12. of any facts disclosed herein (new or changed) of which Seller is aware that could adversely and significantly affect the
13. Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing.
14. Seller has disclosure alternatives allowed by MN Statutes. See *Seller's Disclosure Alternatives* form for further
15. information regarding disclosure alternatives. This disclosure is not a warranty or a guarantee of any kind by Seller or
16. licensee(s) representing or assisting any party in the transaction.

17. For purposes of the seller disclosure requirements of MN Statutes 513.52 through 513.60:

18. "Residential real property" or "residential real estate" means property occupied as, or *intended to be occupied* as, a
19. single-family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103, clause
20. (10), regardless of whether the unit is in a common interest community not subject to Chapter 515B.

21. The seller disclosure requirements of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in
22. residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase or any
23. other option.

24. **INSTRUCTIONS TO BUYER:** Buyers are encouraged to thoroughly inspect the land personally or have it inspected
25. by a third party, and to inquire about any specific areas of concern. **NOTE:** If Seller answers "NO" to any of the questions
26. listed below, it does not necessarily mean that it does not exist on the land, did not occur, or does not apply. NO may
27. mean that Seller is unaware.

28. **INSTRUCTIONS TO SELLER:** (1) Complete this form yourself. (2) Consult prior disclosure statement(s) and/or
29. inspection report(s) when completing this form. (3) Describe conditions affecting the land to the best of your knowledge.
30. (4) Attach additional pages with your signature if additional space is required. (5) Answer all questions. (6) If any items
31. do not apply, write "NA" (not applicable).

32. Land location or identification _____
(Address/Section/Township/Range)

33. PID # 35-31-23-13-0054, Legal Description LEXINGTON PARK 2ND ADDITION THE W 150 FT OF LOT 38 (SUBJ TO EASE RESERVATIONS & R

34. City or Township of Lexington, County of Anoka, State of Minnesota.

35. **A. GENERAL INFORMATION:** The following questions are to be answered to the best of Seller's knowledge.

36. (1) What date 1/25/16 did you acquire the land?

37. (2) Type of title evidence: ☐ Abstract ☒ Registered (Torrens) ☐ Unknown

38. Location of Abstract: _____

39. Is there an existing Owner's Title Insurance Policy? ☐ Yes ☐ No

40. (3) Are you in possession of prior vacant land disclosure statement(s)? ☐ Yes ☒ No
41. (If "Yes," please attach if in your possession.)

42. (4) Are there any current or past Phase I, Phase II or Phase III Environmental Site
43. Assessment(s)? (If "Yes," please attach if in your possession.) ☐ Yes ☒ No

44. (5) Access (where/type): _____

45. Is access (legal and physical) other than by direct frontage on a public road? ☒ Yes ☒ No



**DISCLOSURE STATEMENT:
VACANT LAND**

46. Page 2

47. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

48. Property located at Lexington MN
49. (6) Has the land been surveyed? ☐ Yes ☒ No
50. Year surveyed: _____
51. What company/person performed the survey? _____
52. Name: _____ Address: _____ Phone: _____
53. (7) Is this platted land? ☒ Yes ☐ No
54. If "Yes,"
55. has the plat been recorded? ☒ Yes ☐ No
56. do you have a certificate of survey in your possession? ☐ Yes ☒ No
57. If "Yes," who completed the survey? _____ When? _____
58. (8) Are there any property markers on the land? ☐ Yes ☒ No
59. If "Yes," give details: _____
60. _____
61. (9) Is the land located on a public or private road? ☒ Public ☐ Private ☐ Public: no maintenance
62. (10) Are there any private or non-dedicated roadways that you are responsible for? ☐ Yes ☒ No
63. (11) Are there any rivers, lakes, ponds, creeks, streams or springs running
64. through the land or along a boundary line? ☐ Yes ☒ No
65. (12) Flood Insurance: All properties in the state of Minnesota have been assigned a flood zone designation.
66. Some flood zones may require flood insurance.
67. (a) Do you know which zone the property is located in? ☐ Yes ☒ No
68. If "Yes," which zone? _____
69. (b) Have you ever had a flood insurance policy? ☐ Yes ☒ No
70. If "Yes," is the policy in force? ☐ Yes ☒ No
71. If "Yes," what is the annual premium? \$ _____
72. If "Yes," who is the insurance carrier? _____
73. (c) Have you ever had a claim with a flood insurance carrier or FEMA? ☐ Yes ☒ No
74. If "Yes," please explain: _____
75. _____
76. **NOTE:** Whether or not Seller currently carries flood insurance, it may be required in the future. Flood
77. insurance premiums are increasing, and in some cases will rise by a substantial amount over the premiums
78. previously charged for flood insurance for the property. As a result, Buyer should not rely on the premiums
79. paid for flood insurance on this property previously as an indication of the premiums that will apply after
80. Buyer completes their purchase.
81. (13) Is the land located in a drainage district, County or Judicial Drainage System? ☐ Yes ☒ No
82. (14) Is the land drain tiled? ☐ Yes ☒ No
83. (15) Is there a private drainage system on the land? ☐ Yes ☒ No
84. (16) Is the land located within a government designated disaster evacuation zone
85. (e.g., nuclear facility, hazardous chemical facility, hazardous waste facility)? ☐ Yes ☒ No



DISCLOSURE STATEMENT: VACANT LAND

86. Page 3

87. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

88. Property located at Lexington MN

89. (17) Are there encroachments? ☐ Yes ☒ No

90. (18) Please provide clarification or further explanation for all applicable "Yes" responses in Section A:

91. _____

92. _____

93. **B. GENERAL CONDITION:** The following questions are to be answered to the best of Seller's knowledge.

94. (1) Are there any structures, improvements or emblements (e.g., crops) included
95. in the sale? ☐ Yes ☒ No

96. If "Yes," list all items: _____

97. _____

98. _____

99. _____

100. (2) Are there any abandoned or junk motor vehicles, equipment of any kind, or debris
101. included in the sale? ☐ Yes ☒ No

102. If "Yes," list all items: _____

103. _____

104. (3) Are there any drainage issues, flooding or conditions conducive to flooding? ☐ Yes ☒ No

105. (4) Has there been any damage by wind, fire, flood, hail or other cause(s)? ☐ Yes ☒ No

106. If "Yes," give details of what happened and when: _____

107. _____

108. (5) Were there any previous structures on the land? ☐ Yes ☒ No

109. (6) Are there any settling, erosion or soil movement problems on or affecting the land? ☐ Yes ☒ No

110. (7) Are there any gravel pits, caves, sink holes, or mineshafts on or affecting the land? ☐ Yes ☒ No

111. (8) For any questions in Section B answered "Yes," please explain: _____

112. _____

113. _____

114. **C. USE RESTRICTIONS:** The following questions are to be answered to the best of Seller's knowledge.

115. (1) Do any of the following types of covenants, conditions, reservations of rights or use, or restrictions affect the
116. use or future resale of the land?

117. (a) Are there easements, other than utility or drainage easements? ☐ Yes ☒ No

118. (b) Are there any public or private use paths or roadway rights of way/
119. easement(s)? ☐ Yes ☒ No

120. (c) Are there any ongoing financial maintenance or other obligations related to
121. the land that the buyer will be responsible for? ☐ Yes ☒ No

122. (d) Are there any communication, power, wind, pipeline (utility or drainage)
123. or other utility rights of way/easement(s)? ☐ Yes ☒ No

134. (e) Are there any railroad or other transportation rights of way/easement(s)? ☐ Yes ☒ No

135. (f) Is there subdivision or other recorded covenants, conditions or restrictions? ☐ Yes ☒ No



DISCLOSURE STATEMENT: VACANT LAND

136. Page 4

137. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

138. Property located at Lexington MN
139. (g) Are there association requirements or restrictions? ☐ Yes ☒ No
140. (h) Is there a right of first refusal to purchase? ☐ Yes ☒ No
141. (i) Is the land within the boundaries of a Native American reservation? ☐ Yes ☒ No
142. (j) Are there any Department of Natural Resources restrictions? ☐ Yes ☒ No
143. (k) Is the land located in a watershed district? ☒ Yes ☐ No
144. (l) Is the land enrolled in any Federal, State, or local governmental programs (e.g., CREP, CRP, EQIP, WRP, Conservation programs, riparian buffers, Sustainable Forest Incentive Act, etc.)? ☐ Yes ☒ No
145. (m) Are there any USDA Wetland Determinations? ☐ Yes ☒ No
146. (n) Are there any USDA Highly Erodible Land Determinations? ☐ Yes ☒ No
147. (o) Are there any conservation practices installed (e.g., terracing, waterways, control structures)? ☐ Yes ☒ No
148. (p) Are there any Federal or State listed species? ☐ Plants ☐ Animals ☐ Yes ☒ No
149. (q) Are there any third parties which have an interest in the mineral rights? ☐ Yes ☒ No
150. (r) Is there any forfeiture or transfer of rights (e.g., mineral, timber, development, etc.)? ☐ Yes ☒ No
151. (s) Are there any historical registry restrictions? ☐ Yes ☒ No
152. (t) If any of the questions in Section C(1) are answered "Yes," please provide written copies of these covenants, conditions, reservations or restrictions if in your possession: Land is located within Burnet Watershed District
153. (2) Have you ever received notice from any person or authority as to any breach of any of these covenants, conditions, reservations or restrictions? ☐ Yes ☒ No
154. If "Yes," please explain: _____
155. _____
156. _____
157. (3) Is the land currently rented? ☐ Yes ☒ No
158. If "Yes," is there a written lease? ☐ Yes ☒ No
159. If "Yes," please provide a copy of the lease if in your possession or provide information:
160. Lease start date: _____
161. Lease end date: _____
162. Number of acres leased: _____
163. Price/acre: _____
164. Terms of lease: _____
165. Renter's name: _____ Phone number: _____
166. May the renter be contacted for information on the land? ☐ Yes ☐ No
167. (4) Is woodland leased for recreational purposes? ☐ Yes ☒ No
168. (5) Has a timber cruise been completed on woodland? ☐ Yes ☒ No



DISCLOSURE STATEMENT: VACANT LAND

177. Page 5

178. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

179. Property located at Lexington MN
180. (6) Has timber been harvested in past 25 years? ☐ Yes ☒ No
181. If "Yes," what species was harvested? _____
182. Was harvest monitored by a registered forester? ☐ Yes ☒ No
183. (7) Are there plans for a new road, expansion of an existing road, airport, trail,
184. affect by railroad or other improvement that may affect this land? ☐ Yes ☒ No
185. If "Yes," please explain: _____
186. _____
187. (8) Are there any zoning violations, nonconforming uses or unusual restrictions on the
188. land that would affect future construction or remodeling? ☐ Yes ☒ No
189. **D. UTILITIES:** The following questions are to be answered to the best of Seller's knowledge.
190. (1) Have any percolation tests been performed? ☐ Yes ☒ No
191. When? _____ By whom? _____
192. Attach copies of results, if in your possession.
193. (2) Subsurface Sewage Treatment System Disclosure: (A subsurface sewage treatment system disclosure is
194. required by MN Statute 115.55.) (Check appropriate box.)
195. Seller certifies that Seller ☐ DOES ☒ DOES NOT know of a subsurface sewage treatment system on or serving
196. the above-described real property. (If answer is **DOES**, and the system does not require a state permit, see
197. *Disclosure Statement: Subsurface Sewage Treatment System*.)
198. ☐ There is an abandoned subsurface sewage treatment system on the above-described real property.
199. (See *Disclosure Statement: Subsurface Sewage Treatment System*.)
200. (3) Private Well Disclosure: (A well disclosure and Certificate are required by MN Statute 103I.235.)
201. (Check appropriate box.)
202. ☒ Seller certifies that Seller does not know of any wells on the above-described real property.
203. ☐ Seller certifies there are one or more wells located on the above-described real property.
204. (See *Disclosure Statement: Well*.)
205. Are there any wells serving the above-described property that are not located on the
206. land? ☐ Yes ☒ No
207. If "Yes":
208. (1) How many properties or residences does the shared well serve? _____
209. (2) Is there a maintenance agreement for the shared well? ☐ Yes ☐ No
210. If "Yes," what is the annual maintenance fee? \$ _____
211. Is the land in a Special Well Construction Area? ☐ Yes ☐ No
212. (4) Are any of the following presently existing within the land:
213. (a) connection to public water? ☐ Yes ☒ No
214. (b) connection to public sewer? ☐ Yes ☒ No
215. (c) connection to private water system off-property? ☐ Yes ☒ No
216. (d) connection to electric utility? ☐ Yes ☒ No
217. (e) connection to pipelines (natural gas, petroleum, other)? ☐ Yes ☒ No
218. (f) connection to communication, power or utility lines? ☐ Yes ☒ No
219. (g) connection to telephone? ☐ Yes ☒ No
220. (h) connection to fiber optic? ☐ Yes ☒ No
221. (i) connection to cable? ☐ Yes ☒ No



DISCLOSURE STATEMENT: VACANT LAND

222. Page 6

223. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

224. Property located at Lexington MN

225. (5) Are any of the following existing at the boundary of the land:

- | | | |
|---|---|-----------------------------|
| 226. (a) public water system access? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 227. (b) private water system access? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 228. (c) co-op water system access? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 229. (d) shared water system access? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 230. (e) electric service access? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 231. (f) pipeline (natural gas, petroleum, other) access? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 232. (g) communication, power or utility line access? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 233. (h) telephone access? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 234. (i) fiber optic access? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 235. (j) cable access? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

236. E. ENVIRONMENTAL CONCERNS: The following questions are to be answered to the best of Seller's knowledge.

237. (1) Are there any buried storage tanks or buried debris or waste on the land? ☐ Yes ☒ No

238. If "Yes," give details: _____

239. _____

240. (2) Are there any hazardous or toxic substances or wastes in, on, or affecting the land? ☐ Yes ☒ No

241. If "Yes," give details: _____

242. _____

243. (3) Have any soil tests been performed? ☐ Yes ☒ No

244. When? _____ By whom? _____

245. Attach copies of results if in your possession.

246. (4) Are there any soil problems? ☐ Yes ☒ No

247. If "Yes," give details: _____

248. _____

249. (5) Are there any dead or diseased trees? ☐ Yes ☒ No

250. If "Yes," give details: _____

251. (6) Are there any insect/animal/pest infestations? ☐ Yes ☒ No

252. If "Yes," give details: _____

253. _____

254. (7) Are there any animal burial pits? ☐ Yes ☒ No

255. If "Yes," give details: _____

256. (8) Are there any unused wells or other potential environmental hazards (e.g., fuel or chemical storage tanks, contaminated soil or water) on the land?

257. ☐ Yes ☒ No

258. If "Yes," give details: _____

259. _____

260. (9) Did the land at one time abut or was located in close proximity to a gas station, refuse disposal site, toxic substance storage site, junk yard or other pollution situation? ☐ Yes ☒ No

261. If "Yes," give details: _____

262. _____

263. _____



DISCLOSURE STATEMENT: VACANT LAND

264. Page 7

265. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

266. Property located at Lexington MN

267. (10) Is the land located in or near an agricultural zone? ☐ Yes ☒ No
 268. If "Yes," the land may be subjected to normal and accepted agricultural practices and operations including,
 269. but not limited to noise; dust; day and nighttime operation of farm machinery; the raising and keeping of
 270. livestock; and the storage and application of manure, fertilizers, soil amendments, herbicides and pesticides
 271. associated with normal agricultural operations.

272. Gardens and new tree plantings will be at least 30 feet from all surrounding property lines bordering any
 273. agricultural field.

274. (11) Are there any landfills or waste disposal sites within two (2) miles of the land? ☐ Yes ☒ No
 275. If "Yes," give details: _____

276. _____
 277. (12) Is there any government sponsored clean-up of the land? ☐ Yes ☒ No
 278. If "Yes," give details: _____

279. _____
 280. (13) Are there currently, or have previously been, any orders issued on the land by any
 281. governmental authority ordering the remediation of a public health nuisance
 282. on the land? ☐ Yes ☒ No
 283. If "Yes," Seller certifies that all orders ☐ HAVE ☐ HAVE NOT been vacated.
 (Check one.)

284. (14) Other: _____

285. _____

286. _____

287. **F. PREFERENTIAL PROPERTY TAX TREATMENT:** Is the land subject to any preferential property tax status or any
 288. other credits affecting the land (e.g., Disability, Green Acres, Rural Preserve,
 289. Exclusive Ag Covenant)? ☐ Yes ☒ No
 290. If "Yes," would these terminate upon the sale of the land? ☐ Yes ☐ No

291. Explain: _____

292. _____

293. **G. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
 294. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
 295. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.

296. Seller represents that Seller ☐ IS ☒ IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation,
 (Check one.)

297. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall
 298. survive the closing of any transaction involving the property described herein.

299. **NOTE:** If the above answer is "IS," Buyer may be subject to income tax withholding in connection with the
 300. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In
 301. non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.

302. If the above answer is "IS NOT," Buyer may wish to obtain specific documentation from Seller ensuring
 303. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal
 304. Revenue Code.

305. Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility
 306. for withholding the applicable tax, Buyer and Seller should seek appropriate legal and tax advice regarding
 307. FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to
 308. assure either party whether the transaction is exempt from the FIRPTA withholding requirements.

MN:DS:VL-7 (8/15)



**DISCLOSURE STATEMENT:
VACANT LAND**

309. Page 8

310. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

311. Property located at Lexington MN

312. H. METHAMPHETAMINE PRODUCTION DISCLOSURE:

313. (A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

314. ☒ Seller is not aware of any methamphetamine production that has occurred on the land.

315. ☐ Seller is aware that methamphetamine production has occurred on the land.

316. (See Disclosure Statement: Methamphetamine Production.)

317. **I. NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The land may be in or near an airport safety zone
318. with zoning regulations adopted by the governing body that may affect the land. Such zoning regulations are
319. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
320. zoning regulations affect the land, you should contact the county recorder where the zoned area is located.

321. **J. CEMETERY ACT:** MN Statute 307.08 prohibits any damage or illegal molestation of human remains, burials
322. or cemeteries. A person who intentionally, willfully and knowingly destroys, mutilates, injures, disturbs or removes
323. human skeletal remains or human burial grounds is guilty of a felony.

324. To your knowledge, are you aware of any human remains, burials or cemeteries located
325. on the land? ☐ Yes ☒ No

326. If "Yes," please explain: _____

327. _____

328. All unidentified human remains or burials found outside of platted, recorded or identified cemeteries and in
329. contexts which indicate antiquity greater than 50 years shall be dealt with according to the provisions of MN
330. Statute 307.08, Subd. 7.

331. **K. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
332. registry and person registered with the predatory offender registry under MN Statute 243.166 may be
333. obtained by contacting the local law enforcement offices in the community where the land is located or
334. the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web
335. site at www.corr.state.mn.us.

336. **L. NOTICES/OTHER DEFECTS/MATERIAL FACTS:** The following questions are to be answered to the best of
337. Seller's knowledge.

338. **Notices:** Seller ☒ **HAS NOT** received a notice regarding any proposed improvement project from any
339. assessing authorities, the costs of which project may be assessed against the property. If "HAS," please attach
340. and/or explain: _____

341. _____

342. **Other Defects/Material Facts:** Are there any other material facts that could adversely and significantly affect an
343. ordinary buyer's use or enjoyment of the land or any intended use of the land? ☐ Yes ☐ No

344. If "Yes," explain: _____

345. _____

346. M. ADDITIONAL COMMENTS:

347. _____

348. _____

349. _____

350. _____

351. _____

352. _____



DISCLOSURE STATEMENT: VACANT LAND

353. Page 9

354. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

355. Property located at _____ Lexington MN _____.

356. N. MN STATUTES 513.52 THROUGH 513.60:

357. **Exceptions**

358. The seller disclosure requirements of MN Statutes 513.52 through 513.60 **DO NOT** apply to

- 359. (1) real property that is not residential real property;
- 360. (2) a gratuitous transfer;
- 361. (3) a transfer pursuant to a court order;
- 362. (4) a transfer to a government or governmental agency;
- 363. (5) a transfer by foreclosure or deed in lieu of foreclosure;
- 364. (6) a transfer to heirs or devisees of a decedent;
- 365. (7) a transfer from a cotenant to one or more other co-tenants;
- 366. (8) a transfer made to a spouse, parent, grandparent, child or grandchild of Seller;
- 367. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;
- 369. (10) a transfer of newly constructed residential property that has not been inhabited;
- 370. (11) an option to purchase a unit in a common interest community, until exercised;
- 371. (12) a transfer to a person who controls or is controlled by the grantor as those terms are defined with respect to a declarant under section 515B.1-103, clause (2);
- 373. (13) a transfer to a tenant who is in possession of the residential real property; or
- 374. (14) a transfer of special declarant rights under section 515B.3-104.

375. **Waiver**

376. The written disclosure required under sections 513.52 to 513.60 may be waived if Seller and the prospective Buyer agree in writing. Waiver of the disclosure required under sections 513.52 to 513.60 does not waive, limit or abridge any obligation for seller disclosure created by any other law.

379. **No Duty to Disclose**

- 380. A. There is no duty to disclose the fact that the property
 - 381. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
 - 383. (2) was the site of a suicide, accidental death, natural death or perceived paranormal activity; or
 - 384. (3) is located in a neighborhood containing any adult family home, community-based residential facility or nursing home.
- 386. B. **Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to register under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely manner, provides a written notice that information about the predatory offender registry and persons registered with the registry may be obtained by contacting the local law enforcement agency where the property is located or the Department of Corrections.
- 391. C. The provisions in paragraphs A and B do not create a duty to disclose any facts described in paragraphs A and B for property that is not residential property.

393. **D. Inspections.**

- 394. (1) Except as provided in paragraph (ii), Seller is not required to disclose information relating to the real property if a written report that discloses the information has been prepared by a qualified third party and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means a federal, state or local governmental agency, or any person whom Seller or prospective buyer reasonably believes has the expertise necessary to meet the industry standards of practice for the type of inspection or investigation that has been conducted by the third party in order to prepare the written report.
- 400. (2) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any information included in a written report under paragraph (i) if a copy of the report is provided to Seller.

MN:DS:VL-9 (8/15)



**DISCLOSURE STATEMENT:
VACANT LAND**

402. Page 10

403. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

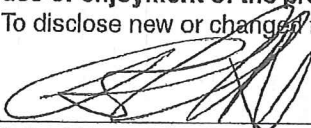
404. Property located at _____ Lexington MN

405. **O. SELLER'S STATEMENT:**

406. *(To be signed at time of listing.)*

407. Seller(s) hereby states the facts as stated above are true and accurate and authorizes any licensee(s)
408. representing or assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to
409. any person or entity in connection with any actual or anticipated sale of the property. A seller may provide this
410. Disclosure Statement to a real estate licensee representing or assisting a prospective buyer. The Disclosure
411. Statement provided to the real estate licensee representing or assisting a prospective buyer is considered to have
412. been provided to the prospective buyer. If this Disclosure Statement is provided to the real estate licensee
413. representing or assisting the prospective buyer, the real estate licensee must provide a copy to the prospective
414. buyer.

415. **Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed**
416. **herein (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's**
417. **use or enjoyment of the property or any intended use of the property that occur up to the time of closing.**
418. **To disclose new or changed facts, please use the Amendment to Disclosure Statement form.**

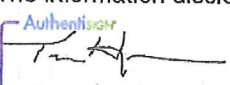
419.  4/10/17 _____
(Seller) City of Lexington (Date) (Seller) (Date)

420. **P. BUYER'S ACKNOWLEDGEMENT:**

421. *(To be signed at time of purchase agreement.)*

422. I/We, the Buyer(s) of the property, acknowledge receipt of this *Disclosure Statement: Vacant Land* and agree
423. that no representations regarding facts have been made other than those made above. This Disclosure Statement
424. is not a warranty or guarantee of any kind by Seller or licensee representing or assisting any party in the transaction
425. and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

426. The information disclosed is given to the best of Seller's knowledge.

427.  05/24/2017 _____
(Buyer) 5/24/2017 1:10:27 PM CDT (Date) (Buyer) (Date)

428. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HEREIN AND ARE**
429. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**

BUSINESS LICENSE - COUNCIL APPROVAL - JUNE 1, 2017

BUSINESS LICENSE APPLICATIONS						
NAME OF BUSINESS	BUSINESS ADDRESS	CITY	ST.	ZIP	DESCRIPTION OF BUSINESS	
Republic Services	8661 Rendova St	Circle Pines	MN	55014	Waste Hauler	
Nail Care	9340 Lexington Avenue	Lexington	MN	55014	Manicure & Pedicure	
LePage & Sons	23602 University Avenue NW	Bethel	MN	55005	Waste Hauler	
Ike's Plumbing	9046 Lake Drive	Lexington	MN	55014	Plumbing	
Walgreens #03293	9273 Lake Drive	Lexington	MN	55014	Retail Drugstore & Sundries	
State Farm Insurance	9200 Lake Drive	Lexington	MN	55014	Insurance Agency	
Plaza Cleaners	9360 Lexington Avenue	Lexington	MN	55014	Dry Cleaner & Launderer	
Dollar Tree #5918	9115 South Service Drive	Lexington	MN	55014	Retail Variety	
Edward Jones	9304 Lexington Avenue	Lexington	MN	55014	Service Stockbroker/Dealer	
Red Box / Festival Foods	9101 South Service Drive	Lexington	MN	550104	Automated DVD Movie/Game Rental Kiosk	
Red Box / Walgreens	9273 Lake Drive	Lexington	MN	55014	Automated DVD Movie/Game Rental Kiosk	
Tires Plus	9280 Lake Drive	Lexington	MN	55014	Retail Tires & Auto Service	