

**AGENDA
CITY OF LEXINGTON
PUBLIC HEARING
&
REGULAR COUNCIL MEETING
NOVEMBER 1, 2018 – 7:00 P.M.
9180 LEXINGTON AVENUE**

PUBLIC HEARING #1

1. CALL TO ORDER: – Mayor Kurth

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

PUBLIC HEARINGS:

All Public Hearings are held as a separate item of business on the agenda. Public Hearings are your opportunity to tell the Council how you think the Council should deal with an issue and why you feel that way. Occasionally, the process leading to the Public Hearing has included neighborhood meetings and review by one of the city's citizen's advisory committees. In these cases, it is the Council's intent that you have your questions answered in these neighborhood and advisory committee meetings and reserve the Public Hearing for statements rather than questions. If new information emerges at the Public Hearings, questions about this information will be allowed. Persons wishing to speak during hearings must complete a sign-up sheet and give it to a staff person prior to the start of the meeting.

- A. **PUBLIC HEARING #1: The purpose the public hearing will be to take public comments on approving a Resolution Authorizing A Housing Program to Finance A Multifamily Housing Project and Approving Issuance and Sale of Multifamily Housing Revenue Refunding Note (Landings of Lexington Project), Series 2018 Pursuant to Minnesota Statutes, Chapter 462C.**

2. ADJOURN PUBLIC HEARING #1

PUBLIC HEARING #2

3. CALL TO ORDER: – Mayor Kurth

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

- B. **PUBLIC HEARING #2: The purpose of the public hearing will be to take public comments on the proposed vacation of a public utility easement on the parcel Lexington Park, Block 1, Lot 8. The reason for this vacation is to accommodate a**

proposed replatting of the parcel for a plat named, Landings Of Lexington.

4. ADJOURN PUBLIC HEARING #2

**AGENDA
CITY OF LEXINGTON
REGULAR COUNCIL MEETING
NOVEMBER 1, 2018 – 7:00 P.M.
9180 LEXINGTON AVENUE**

5. CALL TO ORDER: – Mayor Kurth

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

6. 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.

7. APPROVAL OF AGENDA WITH CHANGES AND CORRECTIONS

8. INFORMATIONAL REPORTS:

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

9. LETTERS AND COMMUNICATIONS:

- A. Workshop Minutes October 18, 2018 pp.1-2
B. City of Blaine: Notice to LUGs Regarding WHP Plan Approval and
Implementation Intent pp.3
C. Centennial Lakes Police Department Media Report October 10-16, 2018 pp.4-7
D. Centennial Lakes Police Department Media Report October 17-23, 2018 pp.8--11

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.

10. CONSENT ITEMS:

- A. Recommendation to Approve Council Minutes:
Council Meeting – October 18, 2018

pp. 12-15

- B. Recommendation to Approve Claims and Bills:
Check #'s 501460 through 501488
Check #'s 501490 through 501507

pp. 16-23

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.

11. ACTION ITEMS:

- A. Second Reading and Planning Commission's recommendation to approve Ordinance No. 18-01 - An Ordinance Amending City Code 11.34 Dimensional Requirements- Schedule of Zoning District Regulations For Area, Bulk, Placement and Land Use Intensity
- pp.24-25
- B. Second Reading and Recommendation to approve Ordinance No. 18-02 - An Ordinance Repealing Ordinance 16-03 Regarding the Regulation of Private Water Supplies
- pp. 26- 27
- C. Second Reading and Recommendation to approve Ordinance No. 18-03 - A Resolution of the City Council of Lexington, Minnesota Approving a Planned Unit Development and Conditional Use Permit for the Landings of Lexington.
- pp.28-36
- D. Recommendation to approve Resolution 18-28 – A Resolution Approving A Housing Program to Finance A Multifamily Housing Project and Approving Issuance and Sale of Multifamily Housing Revenue Refunding Note (Landings of Lexington Project), Series 2018 Pursuant to Minnesota Statutes, Chapter 462C
- pp.37-45

- E. Recommendation to approve Resolution 18-29 – A Resolution Approving the Vacation of Easement (Otte Property) – Landings of Lexington – **A Resolution will be presented at the Council meeting.** pp.46-51
- F. Recommendation to approve Development Agreement – Landings of Lexington – **A Final Draft will be provided at meeting.** pp.52-76
- G. Recommendation to approve Resolution 18-30 – A Resolution Approving A Deed of the City of Lexington conveying the Lovell Building at 4175 Lovell Road to Lexington Leased Housing Associates I, LLLP (Dominium Acquisitions, LLC.) – **A Resolution will be presented at the Council meeting.** pp.77-80

12. MAYOR AND COUNCIL INPUT

13. ADJOURNMENT

/mv

**CITY OF LEXINGTON
WORKSHOP MINUTES
Thursday, October 18, 2018
Immediately following Council meeting
City Hall**

1. Call to Order: Mayor Kurth

2. Roll Call: DeVries – Hughes – Harris – Murphy

Mayor Kurth called to order the workshop for October 18, 2018 at 8:26 p.m. Councilmember's present: Devries, Hughes, and Murphy. Excused Absence: Harris Also Present: Bill Petracek, City Administrator; Chris Galiov, Finance Director; Quad Press Reporter.

3. Discussion Items:

A. Discuss Turn Out Gear purchase for Lexington Fire Department members

Mayor Kurth stated that he had a conversation with the fire chief prior to the meeting, and that he would not be attending the meeting this evening. Kurth explained that the fire chief does not want to purchase turnout gear in 2019, but wants to spend fire relief funds on other items. Discussion ensued.

Kurth stated that the equipment purchases the fire chief is considering for the 2019 budget year are:

- 1. Extrication equipment that cuts special metals on cars*
- 2. Expiring SCBA bottles*
- 3. Upgrades to the fire station*
- 4. Fire fighter Locker replacement*

Discussion ensued.

The consensus of the Council is to budget \$50,000 to be taken out of the 10% fund for the aforementioned equipment recommendations stated by Mayor Kurth for the fire department.

B. Discuss cost estimates for City Hall security upgrades

Petracek asked the Council how secure do they want their City Hall. He stated that by bullet proofing the glass adds about \$45,000 to the cost estimate. Discussion ensued.

Petracek recommended incorporating \$50,000 budget in the capital fund for the City Hall security upgrades, but to forgo the bullet-proofing of the glass, and work with the contractor to provide tempered glass or some form of thick glass at the front desk.

C. Discuss 2019 meeting dates (July Council meeting)

The Council discussed changing the 2019 July 4th meeting date to another date and time. The consensus was to change the July 4th Council meeting to July 11th.

D. Discuss location options for Recycle/Clean-up Day

Petracek stated that they have a location for the Recycle/Clean-up Day, and this this item did not need to be on the agenda for discussion. He said tentatively Paster Properties will allow us to use their vacant property, and Northway Mall – Menlo Park LLC – would allow as a back-up if Paster Property isn't available. Discussion ensued.

4. Staff Input

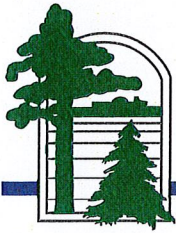
No staff input

5. Council Input

No Council input

6. Adjourn

Meeting adjourned at 9:00 p.m.



NOTICE TO LGUs REGARDING WHP PLAN APPROVAL AND IMPLEMENTATION INTENT

Date: October 12, 2018

To: Rhonda Sivarajah, Chairperson, Anoka County Board of Commissioners
Dave Barholomay, Mayor, City of Circle Pines
Mike Van Kirk, Mayor, City of Ham Lake
Mark Kurth, Mayor, City of Lexington
Jeff Reinert, Mayor, City of Lino Lakes
Carol Mueller, Mayor, City of Mounds View
Cindy Hansen, Mayor, Spring Lake Park
Leisa Thompson, General Manager, MCES
Tim Kelly, District Administrator, Coon Creek Watershed District
Phil Belfiori, District Administrator, Rice Creek Watershed District
Chris Lord, District Manager, Anoka Conservation District
Bart Biernat, Community Health & Environmental Services, Anoka County
John Freitag, Planner, Minnesota Department of Health

From: Stefan Higgins, Assistant City Engineer, City of Blaine

Re: Wellhead Protection Plan for the City of Blaine

The City of Blaine has completed the wellhead protection planning process and received notice from the Minnesota Department of Health that the submitted plan has been approved on April 13, 2018. With this approval, we must begin implementation of our plan within 60 days after approval (part 4720.5560, subpart 1).

The City of Blaine appreciated your assistance with the development of our wellhead protection plan, and we look forward to your continued cooperation with this effort.

If you have any questions or concerns, please contact me at 763-717-2722 or shiggins@blainemn.gov.

cc: Trudi Witkowski, Minnesota Department of Health



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
18251090	Oct 10 2018	19:22	DOMESTIC-VERBAL	19XX ROBIN LN S	CENTERVILLE
Summary: POLICE WERE DISPATCHED TO THE 1900 BLOCK OF ROBIN LANE SOUTH FOR A VERBAL DOMESTIC. THE MALE PARTY INVOLVED HAD LEFT PRIOR TO POLICE ARRIVING. THERE ARE NO CHARGES IN THIS INCIDENT.					
18250713	Oct 10 2018	11:15	VEHICLE- LOCKOUT		CENTERVILLE
18250675	Oct 10 2018	10:12	MEDICAL	3XX BALDWIN DR	CIRCLE PINES
Summary: MEDICAL: RESPONDED TO THE 300 BLOCK OF BALDWIN DRIVE IN CIRCLE PINES FOR MEDICAL EMERGENCY INVOLVING ADULT FEMALE FALLING. ARRIVED AND RENDERED MEDICAL TREATMENT TO FEMALE UNTIL SHE WAS TRANSPORTED.					
18250594	Oct 10 2018	08:04	MEDICAL	93XX HAMLINE AVE	LEXINGTON
Summary: MEDICAL: RESPONDED TO MEDICAL EMERGENCY CALL IN THE 9300 BLOCK OF HAMLINE AVE IN LEXINGTON. ARRIVED AND ASSISTED EMS WITH TREATMENT OF ADULT MALE PATIENT WHO WAS TRANSPORTED TO THE HOSPITAL.					
18250717	Oct 10 2018	11:18	FRAUD	XX NORTH RD	CIRCLE PINES
Summary: FRAUD REPORT.OFFICERS TOOK A WALK IN FRAUD REPORT FROM THE 300 BLOCK OF HERITAGE TRL.OFFICERS ADVISED COMPLAINANT OF OPTIONS.NO SUSPECTS AT THIS TIME.CASE CLOSED.					
18250902	Oct 10 2018	15:17	HARASSMENT	XX NORTH RD	CIRCLE PINES
Summary: HARASSMENT REPORT.OFFICERS TOOK A WALK IN REPORT OF HARASSMENT FROM THE 200 BLOCK OF STARDUST BLVD.OFFICERS ADVISED COMPLAINANT OF OPTIONS.NO CHARGES AT THIS TIME.CASE CLOSED.					
18250518	Oct 10 2018	02:59	TRAFFIC-CARELESS DRIVING	MAIN ST / MOUND TRL	CENTERVILLE
Summary: POLICE CONDUCTED A TRAFFIC STOP FOR SPEED NEAR THE INTERSECTION OF MAIN STREET AND CENTERVILLE ROAD. THE DRIVER WAS ISSUED A CITATION AND RELEASED.					
18250473	Oct 10 2018	00:05	MARIJUANA IN MV	LEXINGTON AVE / LAKE DR	CIRCLE PINES
Summary: POLICE CONDUCTED A TRAFFIC STOP IN THE AREA ON LEXINGTON AVENUE AND NORTH ROAD. THE DRIVER AND PASSANGER OF THE VEHICLE WERE ISSUED CITATIONS.					
18251177	Oct 10 2018	21:32	MEDICAL	89XX ARONA AVE	LEXINGTON
Summary: MEDICAL. OFFICERS WERE DISPATCHED TO THE 8900 BLOCK OF ARONA AVE FOR A MEDICAL EMERGENCY.FEMALE TRANSPORTED TO THE HOSPITAL.CLEAR.					
18250915	Oct 10 2018	15:30	HARASSMENT	XX NORTH RD	CIRCLE PINES
Summary: THREAT REPORT.OFFICERS TOOK A WALK IN THREAT REPORT AT BASE.OFFICERS ADVISED COMPLAINANT OF OPTIONS.CASE OPEN PENDING FOLLOW UP.					
18251688	Oct 11 2018	15:46	DOG AT LARGE	39XX LOVELL RD	LEXINGTON
Summary: ON 10/11/2018, AT APPROXIMATELY 1550 HOURS, OFFICERS WERE DISPATCHED TO THE 3900 BLOCK OF LOVELL ROAD FOR A CONTAINED DOG.TRANSPORTED TO OTTER LAKE.CLEAR.					
18251409	Oct 11 2018	08:55	ACCIDENT-MV PD	NAPLES ST / 90TH CURV NE	LEXINGTON
Summary: PD ACCIDENT.OFFICERS WERE DISPATCHED TO THE 8900 BLOCK OF NAPLES ST FOR A PROPERTY DAMAGE ACCIDENT INVOLVING 3 VEHICLES.NO ONE WAS HURT AND OFFICERS GATHERED PROPER INFORMATION.CASE CLOSED.					
18251760	Oct 11 2018	17:10	ALCOHOL VIOLATION	GRIGGS AVE / RESTWOOD RD	LEXINGTON
Summary: CONDUCTED A TRAFFIC STOP OF A VEHICLE FOR EXPIRED REGISTRATION. VEHICLE SMELLED OF MARIJUANA AND WAS SEARCHED. DRIVER CITED FOR POSSESSION OF ALCOHOL BY A PERSON UNDER 21 YEARS OLD.					



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
18251598	Oct 11 2018	13:41	ORDINANCE VIOLATION	92XX GRIGGS AVE	LEXINGTON
Summary: ON 10/11/2018 AT APPROXIMATELY 1340 HOURS, OFFICERS OBSERVED AN ORDINANCE VIOLATION WITHIN THE 9200 BLOCK OF GRIGGS AVENUE.PENDING FOLLOW UP 11/11/2018.					
18251328	Oct 11 2018	06:36	NOISE COMPLAINT	70XX 20TH AVE	CENTERVILLE
Summary: NOISE COMPLAINT.OFFICERS WERE DISPATCHED TO THE 7000 BLOCK OF 20TH AVE FOR A REPORT OF A NOISE COMPLAINT.OFFICERS CHECKED THE AREA AND VERBALLY WARNED THE SUSPECTS.CASE CLOSED.					
18251375	Oct 11 2018	08:03	TRAFFIC	LAKE DR / POINT CROSS DR	CIRCLE PINES
Summary: TRAFFIC ARREST: OBSERVED VEHICLE MAKE A LEFT TURN VIOLATION AT LAKE DRIVE AND POINT CROSS DRIVE IN CIRCLE PINES. UPON INVESTIGATION MALE DRIVER ARRESTED FOR WARRANTS AND DRIVING VIOLATIONS. MALE BOOKED AT ANOKA COUNTY JAIL.					
18251600	Oct 11 2018	13:45	ACCIDENT-MV PD	NORTH RD / CENTER RD	CIRCLE PINES
Summary: PROPERTY DAMAGE ACCIDENT.OFFICERS WERE DISPATCHED TO THE 0 BLOCK OF NORTH RD FOR A PROPERTY DAMAGE ACCIDENT INVOLVING 2 VEHICLES.OFFICERS GATHERED ALL INFORMATION AND ONE VEHICLE WAS TOWED.NO CITATIONS GIVEN.CASE CLOSED.					
18252090	Oct 12 2018	03:30	SUSPICIOUS ACTIVITY	72XX BRIAN DR	CENTERVILLE
Summary: POLICE INVESTIGATED A SUSPICIOUS VEHICLE IN THE 7200 BLOCK OF BRIAN DRIVE. THE DRIVER OF THE VEHICLE WAS A RESIDENT AND WAS RETURNING HOME FROM WORK.					
18252512	Oct 12 2018	15:04	VEHICLE- LOCKOUT		LEXINGTON
18252684	Oct 12 2018	18:22	MEDICAL	40XX EDGEWOOD RD	LEXINGTON
Summary: MEDICAL.DISPATCHED TO 4000 BLOCK OF EDGEWOOD RD ON A MEDICAL. INFORMATION COLLECTED.					
18252596	Oct 12 2018	16:22	CHECK WELFARE	38XX LIBERTY LN	LEXINGTON
Summary: WELFARE CHECK.DISPATCHED TO A WELFARE CHECK IN THE 3800 BLOCK OF LIBERTY LANE. INFORMATION COLLECTED.					
18252200	Oct 12 2018	09:18	LIFT ASSIST	19XX 72ND ST	CENTERVILLE
Summary: A LIFT ASSIST WAS PROVIDED IN THE 1900 BLOCK OF 72 ST. INACTIVE.					
18252289	Oct 12 2018	11:11	MEDICAL	38XX BOSTON LN	LEXINGTON
Summary: MEDICAL.OFFICERS WERE DISPATCHED TO THE 3800 BLOCK OF BOSTON LN. FOR AN ADULT MALE HAVING A MEDICAL EMERGENCY.THE MALE WAS TRANSPORTED TO THE HOSPITAL VIA AMBULANCE.CLEAR.					
18252936	Oct 12 2018	23:48	CHECK WELFARE		CIRCLE PINES
Summary: POLICE WERE DISPATCHED TO CIRCLE PINES TO CHECK THE WELFARE OF A FEMALE TEEN. POLICE ARRIVED AND MET WITH THE TEEN AND HER MOTHER. WITH THE HELP OF THE CRISIS HOTLINE, POLICE DETERMINED THAT THE TEEN DID NOT POSE A THREAT TO HERSELF.					
18252460	Oct 12 2018	14:11	HARASSMENT	70XX COTTONWOOD CT	CENTERVILLE
Summary: HARASSMENT REPORT.OFFICERS TOOK A PHONE CALL HARASSMENT REPORT FROM THE 7000 BLOCK OF COTTONWOOD CT.OFFICERS ADVISED COMPLAINANT OF OPTIONS.CASE CLOSED.					
18252426	Oct 12 2018	13:43	FOUND PROPERTY	300 BLOCK CIVIC HEIGHTS DR	CIRCLE PINES
Summary: FOUND PROPERTY WAS TURNED INTO THE POLICE FROM THE 300 BLOCK OF CIVIC HTS DR. INACTIVE.					



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
18253503	Oct 13 2018	17:12	ASSIST OTHER AGENCY		LINO LAKES
18253321	Oct 13 2018	13:13	MEDICAL	6XX VILLAGE PKWY	CIRCLE PINES
Summary: MEDICAL EMERGENCY. POLICE WERE DISPATCHED TO THE 600 BLOCK OF VILLAGE PKWY ON A MEDICAL EMERGENCY. POLICE ARRIVED AND SPOKE WITH A MALE. POLICE GATHERED INFORMATION FROM MALE. PARAMEDICS ARRIVED SHORTLY AFTER. MALE WAS TRANSPORTED TO A NEARBY HOSPITAL FOR FURTHER REVIEW. CLEARED.					
18253065	Oct 13 2018	04:40	MEDICAL	93XX HAMLINE AVE	LEXINGTON
Summary: OFFICERS RESPONDED TO THE 9300 BLOCK OF HAMLINE AVE REGARDING A MEDICAL. THE VICTIM WAS THEN TRANSPORTED TO HOSPITAL VIA AMBULANCE.CLEAR.					
18253775	Oct 13 2018	22:44	DOMESTIC-VERBAL	38XX LIBERTY LN	LEXINGTON
Summary: POLICE WERE DISPATCHED TO THE 3800 BLOCK OF LIBERTY LANE ON A REPORT OF A VERBAL DOMESTIC BETWEEN ROOMMATES. POLICE ARRIVED AND ATTEMPTED TO MEDIATE THE SITUATION.					
18253865	Oct 14 2018	00:47	DOMESTIC	72XX BRIAN DR	CENTERVILLE
Summary: OFFICERS RESPONDED TO THE 7200 BLOCK OF BRIAN DR REGARDING A PHYSICAL DOMESTIC. AFTER SPEAKING WITH ALL PARTIES INVOLVED, THEY WERE NO LONGER ANGRY AT EACH OTHER AND STATED THIS WAS JUST A MISUNDERSTANDING. OFFICERS AND INVOLVED PARTIES FELT COMFORTABLE THAT THERE WOULD BE NO MORE CONFLICT BETWEEN THEM AND WERE GOING TO GO TO BED.CLEAR.					
18254145	Oct 14 2018	12:21	DOMESTIC-VERBAL	2XX HERITAGE LN	CIRCLE PINES
Summary: A VERBAL DOMESTIC WAS FIELDIED BY POLICE IN THE 200 BLOCK OF HERITAGE LN. INACTIVE.					
18254184	Oct 14 2018	14:06	ASSIST OTHER AGENCY		LINO LAKES
18254352	Oct 14 2018	20:06	ANIMAL COMPLAINT	3XX HERITAGE TRL	CIRCLE PINES
Summary: CONTAINED ANIMAL.DISPATCHED TO 300 BLOCK OF HERITAGE LN ON A CONTAINED ANIMAL. ANIMAL RETURNED TO OWNER.					
18254066	Oct 14 2018	09:17	THEFT	67XX BEAVER POND WAY	CENTERVILLE
Summary: A THEFT AND SUSPICIOUS ACTIVITY WAS REPORTED IN THE 6700 BLOCK OF BEAVER POND WAY. INACTIVE.					
18254624	Oct 15 2018	08:07	VEHICLE- LOCKOUT		CIRCLE PINES
18254781	Oct 15 2018	11:49	DOMESTIC	XX WEST RD	CIRCLE PINES
Summary: POLICE MEDIATED A NON-CRIMINAL DOMESTIC DISPUTE THAT OCCURRED IN THE 50 BLOCK OF WEST ROAD.					
18254746	Oct 15 2018	10:58	MEDICAL	93XX HAMLINE AVE	LEXINGTON
Summary: A MEDICAL EMERGENCY WAS REPORTED IN THE 9300 BLOCK OF HAMLINE AVE. INACTIVE.					
18254938	Oct 15 2018	14:43	DAMAGE TO PROPERTY	XX VILLAGE PKWY	CIRCLE PINES
Summary: VANDALISM.DISPATCHED TO 30 BLOCK OF VILLAGE PARKWAY ON A VANDALISM REPORT. INFORMATION COLLECTED AND FOLLOW UP TO BE COMPLETED.					
18255029	Oct 15 2018	16:06	TRAFFIC	XX WEST GOLDEN LAKE RD	CIRCLE PINES
Summary: TRAFFIC / WARRANT.SAW A MALE DRIVING A VEHICLE IN THE 50 BLOCK OF WEST GOLDEN LAKE RD WITH A WARRANT. MALE ARRESTED.					



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
18254955	Oct 15 2018	14:59	DAMAGE TO CITY PROPERTY	91XX HAMLINE AVE	LEXINGTON
Summary: POLICE RESPONDED TO A DAMAGE TO PROPERTY IN THE 9100 BLOCK OF HAMLINE AVENUE. TWO SUSPECTS WERE IDENTIFIED AND THE CASE IS PENDING.					
18255304	Oct 15 2018	21:36	ACCIDENT-MV PD	LAKE DR / PINE DR	CIRCLE PINES
Summary: ACCIDENT. POLICE WERE DISPATCHED TO LAKE DRIVE AND PINE DRIVE ON A MOTOR VEHICLE ACCIDENT. POLICE ARRIVED ON SCENE AND GATHERED INFORMATION FROM A MALE AND FEMALE. AMBULANCE WAS CALLED TO CHECK OUT FEMALE. BOTH PARTIES EXCHANGED INFORMATION PRIOR TO LEAVING.CLEAR.					
18254844	Oct 15 2018	13:04	VANDALISM	40XX RESTWOOD RD	LEXINGTON
Summary: DAMAGE TO MAILBOX: RESPONDED TO PHONE CALL REPORT IN THE 4000 BLOCK OF RESTWOOD RD FOR DAMAGE TO MAILBOX REPORT. CALLER ADVISED UNKNOWN OBJECT STRUCK HER MAILBOX AND BROKE IT OFF AT THE POST. ESTIMATED DAMAGE WAS \$50.00 NO SUSPECTS.					
18254644	Oct 16 2018	08:01	HOUSE/PROPERTY CHECK		CIRCLE PINES
18255453	Oct 16 2018	04:26	MEDICAL	71XX PROGRESS RD	CENTERVILLE
Summary: OFFICERS RESPONDED TO THE 7100 BLOCK OF PROGRESS RD REGARDING A MEDICAL. THE VICTIM WAS LATER TRANSPORTED BY HER HUSBAND.CLEAR.					
18256181	Oct 16 2018	22:07	CIVIL DISPUTE	XX SHADY WAY	CIRCLE PINES
Summary: OFFICERS RECEIVED A PHONE CALL REGARDING A CIVIL DISPUTE. WHEN OFFICERS SPOKE TO THE COMPLAINANT SHE WAS UNCOOPERATIVE, YELLING AND SWEARING AT OFFICERS. OFFICERS ATTEMPTED TO EXPLAIN THE SITUATION TO THE COMPLAINANT BUT SHE WAS UNCOOPERATIVE. THE COMPLAINANT DECIDED SHE WOULD HANDLE THE CIVIL MATTER ON HER OWN.CLEAR.					
18255871	Oct 16 2018	15:00	CHECK WELFARE	XX OAK RD	CIRCLE PINES
Summary: WELFARE CHECK.DISPATCHED TO 0 BLOCK OF OAK RD ON A WELFARE CHECK. INFORMATION COLLECTED.					
18255452	Oct 16 2018	04:09	DOMESTIC-VERBAL	88XX DUNLAP AVE	LEXINGTON
Summary: VERBAL DOMESTIC. POLICE RESPONDED TO THE 8800 BLOCK OF DUNLAP AVENUE ON A BOYFRIEND/GIRLFRIEND DOMESTIC. POLICE SPOKE TO THE FEMALE COMPLAINANT AND GATHERED ALL PERTINENT INFORMATION. THE MALE HALF HAD LEFT THE AREA. POLICE ADVISED THE FEMALE TO CALL BACK IF MALE RETURNS AND THERE ARE MORE ISSUES.CLEAR					



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
18256648	Oct 17 2018	13:01	HOUSE/PROPERTY CHECK		CENTERVILLE
18256934	Oct 17 2018	19:41	CHECK WELFARE	38XX PATRIOT LN	LEXINGTON
Summary: DISPATCHED A CHECK WELFARE OF AN ADULT FEMALE ON PATRIOT LN. KOPS ALERT ENTERED ON THE FEMALE. CASE PENDING.					
18257074	Oct 17 2018	23:46	MEDICAL	XX OAK LEAF LN	CIRCLE PINES
Summary: OFFICERS RESPONDED TO THE 0 BLOCK OF OAK LEAF LN REGARDING A MEDICAL. THE VICTIM WAS THEN TRANSPORTED TO THE HOSPITAL VIA AMBULANCE.CLEAR.					
18256379	Oct 17 2018	08:12	TRAFFIC COMPLAINT	38XX LOVELL RD	LEXINGTON
Summary: TRAFFIC: RESPONDED TO 3800 BLOCK OF LOVELL RD TO ASSIST CSO FOR MALE COMPLAINING TO HER ABOUT TRAFFIC. ARRIVED, SPOKE TO MALE WHO WAS UNCOOPERATIVE AND ANGRY AND REFUSED TO GIVE HIS FULL INFORMATION BEFORE LEAVING.					
18256467	Oct 17 2018	10:15	ORDINANCE VIOLATION	SOUTH DR / RIDGE RD	CIRCLE PINES
Summary: ON 10/17/2018 AT APPROXIMATELY 1015 HOURS, OFFICERS DISPATCHED TO SOUTH DRIVE AND RIDGE ROAD FOR AN ANIMAL COMPLAINT.CLEAR.					
18256513	Oct 17 2018	11:18	THEFT	1XX SOUTH DR	CIRCLE PINES
Summary: THEFT: RESPONDED TO PHONE CALL THEFT REPORT IN THE 100 BLOCK OF SOUTH DRIVE IN CIRCLE PINES. CALLER ADVISED UNKNOWN SUSPECT REMOVED THE FRONT LICENSE PLATE FROM THEIR CAR AND WAS NOW COMMITTING CRIMES WITH IT. PLATE ENTERED AS STOLEN INTO NCIC.					
18256866	Oct 17 2018	18:17	PUBLIC ASSIST	95XX DUNLAP AVE	LEXINGTON
Summary: RESIDENT ON DUNLAP AVE WANTED TO FILE AN INFORMATIONAL REPORT REGARDING A POSSIBLE THREAT MADE BY AN UNIDENTIFIED PERSON. INFORMATION ONLY.					
18256913	Oct 17 2018	19:05	MEDICAL	39XX RESTWOOD RD	LEXINGTON
Summary: DISPATCHED TO A MEDICAL IN THE 3900 BLOCK OF RESTWOOD RD. ADULT TRANSPORTED TO A LOCAL HOSPITAL FOR TREATMENT.					
18257257	Oct 18 2018	09:01	HOUSE/PROPERTY CHECK		CENTERVILLE
18257256	Oct 18 2018	09:21	HOUSE/PROPERTY CHECK		CIRCLE PINES
18257166	Oct 18 2018	05:38	VEHICLE- LOCKOUT		CIRCLE PINES
18257535	Oct 18 2018	15:28	ORDINANCE VIOLATION	XX PARK DR	CIRCLE PINES
Summary: ON 10/18/2018 AT APPROXIMATELY 1530 HOURS, MULTIPLE ORDINANCE VIOLATIONS WERE OBSERVED WITHIN THE 10 BLOCK OF PARK DRIVE EAST.PENDING FOLLOW UP.					
18257479	Oct 18 2018	14:09	FRAUD	95XX DUNLAP AVE	LEXINGTON
Summary: FRAUD. POLICE MET A MALE AT BASE REGARDING FRAUDULENT PURCHASES THAT WERE MADE ON HIS WIFE'S CREDIT CARD. POLICE GATHERED INFORMATION FROM THE MALE. MALE ADVISED POLICE HE REPORTED THE CASE TO HIS FINANCIAL INSTITUTION TOO.CLEARED.					
18257202	Oct 18 2018	07:30	THEFT	XX PINE DR S	CIRCLE PINES
Summary: THEFT: RESPONDED TO THE 0 BLOCK OF PINE DRIVE SOUTH IN CIRCLE PINES FOR A THEFT REPORT. UNKNOWN SUSPECTS BROKE INTO A LOCKED TRAILER AT CONSTRUCTION SITE TAKING SEVERAL POWER TOOLS. TOTAL LOSS WAS ESTIMATED AT \$ 5000.00.					
18257380	Oct 18 2018	12:07	FOUND PROPERTY	XX NORTH RD	CIRCLE PINES
Summary: ON 10/18/2018 AT APPROXIMATELY 1045 HOURS, A CELL PHONE WAS FOUND ON THE 50 BLOCK OF NORTH ROAD.TAGGED AND PLACED INTO SECURE STORAGE.CLEAR.					

Run Date/Time:



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
18257299	Oct 18 2018	10:33	FRAUD	89XX PASCAL AVE	LEXINGTON
Summary: FRAUD.OFFICERS WERE DISPATCHED A PHONE CALL FRAUD REPORT.OFFICERS ADVISED COMPLAINANT OF OPTIONS.NO SUSPECTS AT THIS TIME.CASE CLOSED.					
18257422	Oct 18 2018	13:02	SUSPICIOUS ACTIVITY	18XX MAIN ST	CENTERVILLE
Summary: SUSPICIOUS ACTIVITY: RESPONDED TO A SUSPICIOUS PERSON CALL NEAR MILL RD AND MAIN STREET IN CENTERVILLE. UPON INVESTIGATION, LATER LOCATED MALE SUSPECT AND HE WAS IDENTIFIED AND ADVISED OF HIS INAPPROPRIATE ACTIVITY.					
18257970	Oct 19 2018	01:54	SUSPICIOUS ACTIVITY	70XX GOIFFON RD	CENTERVILLE
Summary: POLICE INVESTIGATED A SUSPICIOUS VEHICLE IN THE 7000 BLOCK OF GOIFFON ROAD. A JUVENILE MALE WAS SLEEPING IN HIS VEHICLE. HIS PARENTS WERE ADVISED AND REQUESTED THAT HE RETURN HOME.					
18258227	Oct 19 2018	10:58	MEDICAL	XX WEST GOLDEN LAKE RD	CIRCLE PINES
Summary: MEDICAL.OFFICERS WERE DISPATCHED TO THE 10 BLOCK OF WEST GOLDEN LAKE RD FOR AN ADULT FEMALE HAVING A MEDICAL EMERGENCY.FEMALE WAS TRANSPORTED TO THE HOSPITAL VIA AMBULANCE.CLEAR.					
18258681	Oct 19 2018	19:39	CHECK WELFARE	4XX ARTHUR CT	CIRCLE PINES
Summary: PARENT REQUESTS ASSISTANCE IN CONTACTING THEIR ADULT SON IN THE 400 BLOCK OF ARTHUR CT. SON WAS CONTACTED AND EVERYTHING WAS OKAY.					
18258801	Oct 19 2018	22:02	DOMESTIC-VERBAL	92XX SYNDICATE AVE	LEXINGTON
Summary: POLICE WERE DISPATCHED TO A DOMESTIC DISPUTE IN THE 9200 BLOCK OF SYNDICATE AVE. POLICE SPOKE WITH BOTH PARTIES AND WERE ABLE TO ASSIST IN MEDIATING THE SITUATION.					
18258471	Oct 19 2018	15:43	COUNTERFEIT	71XX 21ST AVE	CENTERVILLE
Summary: A BUSINESS IN THE 7100 BLOCK OF 21ST AVE TURNED OVER A COUNTERFEIT BILL. BILL ENTERED INTO EVIDENCE.					
18258158	Oct 19 2018	09:50	THEFT	38XX EDITH LN	LEXINGTON
Summary: THEFT: RESPONDED TO A MOTOR VEHICLE THEFT REPORT IN THE 3800 BLOCK OF EDITH LANE IN LEXINGTON. CALLER ADVISED HIS GRAY 1991 CHEVY SILVERADO WAS TAKEN WITHOUT PERMISSION. VEHICLE WAS ENTERED AS STOLEN. NO SUSPECTS.					
18258600	Oct 19 2018	17:59	TRAFFIC	RESTWOOD RD / ALBERT AVE	LEXINGTON
Summary: CONDUCTED A TRAFFIC STOP OF A MOPED FOR FAILING TO DISPLAY REGISTRATION. MOPED DETERMINED TO BE UNREGISTERED AND TOWED. DRIVER CITED ACCORDINGLY.					
18258463	Oct 19 2018	15:32	DOMESTIC ESCORT	2XX HERITAGE LN	CIRCLE PINES
Summary: DOMESTIC ESCORT. OFFICERS WERE DISPATCHED TO THE 200 BLOCK OF HERITAGE LN ON A DOMESTIC ESCORT. OFFICERS STOOD BY WHILE THE COMPLAINANT GATHERED ITEMS FROM A RESIDENCE.CLEAR.					
18258281	Oct 19 2018	11:56	ORDINANCE VIOLATION	2XX HERITAGE LN	CIRCLE PINES
Summary: ON 10/19/2018 AT APPROXIMATELY 1155 HOURS, A CITATION WAS ISSUED IN THE 200 BLOCK OF HERITAGE LANE DUE TO ORDINANCE VIOLATIONS.CLEAR.					
18259597	Oct 20 2018	22:38	DWI-4TH DEGREE	LAKE DR / RESTWOOD RD	LEXINGTON
Summary: POLICE CONDUCTED A TRAFFIC STOP IN THE AREA OF LAKE DRIVE AND RESTWOOD ROAD. THE FEMALE DRIVER WAS ARRESTED FOR DWI.					
18259230	Oct 20 2018	13:59	MEDICAL	20XX WILLOW CIR	CENTERVILLE

Run Date/Time:



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
Summary: MEDICAL. OFFICERS WERE DISPATCHED TO THE 2000 BLOCK OF WILLOW CIRCLE ON A MEDICAL. OFFICERS ASSISTED AMBULANCE AND RESCUE ON SCENE. AMBULANCE TRANSPORTED THE VICTIM FOR FURTHER EVALUATION.CLEAR.					
18259603	Oct 20 2018	22:45	FIGHT	90XX SOUTH SERVICE DR	LEXINGTON
Summary: FIGHT. POLICE RESPONDED TO THE 9000 BLOCK OF SOUTH SERVICE DRIVE ON A FIGHT. POLICE ARRIVED AND SPOKE TO THE ADULT MALES INVOLVED. POLICE ALONG WITH THE TWO MALES CONCLUDED THAT NO CHARGES WOULD BE FILED IN THIS INCIDENT.CLEAR					
18259087	Oct 20 2018	10:13	MEDICAL	89XX SYNDICATE AVE	LEXINGTON
Summary: MEDICAL: OFFICERS RESPONDED TO THE 8900 BLOCK OF SYNDICATE AVE FOR MEDICAL EMERGENCY FOR ADULT FEMALE. ARRIVED WITH EMS AND PARAMEDICS AND ASSISTED WHERE NEEDED. FEMALE TRANSPORTED TO THE HOSPITAL.					
18259172	Oct 20 2018	12:24	MEDICAL	2XX GOLDEN LAKE CIR	CIRCLE PINES
Summary: MEDICAL.OFFICERS WERE DISPATCHED TO THE 200 BLOCK OF EAST GOLDEN LAKE CIR FOR AN ADULT MALE HAVING A MEDICAL EMERGENCY.MALE WAS TRANSPORTED TO THE HOSPITAL VIA AMBULANCE.CLEAR.					
18259017	Oct 20 2018	07:49	CHECK WELFARE	92XX LAKE DR	LEXINGTON
Summary: CHECK WELFARE: RESPONDED TO THE 9200 BLOCK OF LAKE DRIVE AT WALGREEN'S ON A CHECK WELFARE OF ADULT FEMALE ACTING STRANGE AND NOT DRESSED FOR THE WEATHER. LOCATED FEMALE AND FOUND SHE WAS HAVING MENTAL CRISIS AND PARAMEDICS WERE ORDERED TO SCENE. FEMALE TRANSPORTED TO THE HOSPITAL.					
18259198	Oct 20 2018	13:02	MEDICAL	39XX RESTWOOD RD	LEXINGTON
Summary: MEDICAL.OFFICERS WERE DISPATCHED TO THE 3900 BLOCK OF RESTWOOD RD FOR AN ADULT FEMALE HAVING A MEDICAL EMERGENCY.FEMALE WAS CARED FOR ON SCENE BY AMBULANCE CREW.CASE CLOSED.					
18258914	Oct 20 2018	01:22	MEDICAL	XX EAST GOLDEN LAKE RD	CIRCLE PINES
Summary: POLICE WERE DISPATCHED TO THE AREA OF EAST GOLDEN LAKE ROAD AND GOLDEN LAKE ROAD FOR AN ADULT MALE WITH A MEDICAL EMERGENCY. AN ADULT MALE WAS TRANSPORTED TO THE HOSPITAL.					
18259031	Oct 20 2018	08:28	DOG AT LARGE	LAKE DR / FIREBARN RD	CIRCLE PINES
Summary: ON 10/20/2018 AT APPROXIMATELY 0830 HOURS, OFFICERS WERE DISPATCHED TO THE AREA OF LAKE DRIVE AND FIREBARN ROAD FOR A DOG AT LARGE.TRANSPORTED TO OTTER LAKE ANIMAL CARE CENTER.CLEAR.					
18259236	Oct 20 2018	14:21	CRASH	LAKE DR / LEXINGTON AVE NE	CIRCLE PINES
Summary: POLICE RESPONDED TO A CRASH ON LEXINGTON AVE AND LAKE DR. NO INJURIES AND DAMAGE EXCEEDED STATE MINIMUM; STATE CRASH REPORT COMPLETED.					
18259050	Oct 20 2018	09:13	FORGERY-PRESCRIPTION	92XX LAKE DR	LEXINGTON
Summary: PRESCRIPTION FORGERY: RESPONDED TO A DELAYED PRESCRIPTION FORGERY REPORT IN THE 9200 BLOCK OF LAKE DRIVE. WHITE MALE SUSPECT ATTEMPTED TO PASS A FRAUDULENT PRESCRIPTION LAST NIGHT WITHOUT SUCCESS. INVESTIGATION CONTINUES.					
18259006	Oct 20 2018	07:21	ASSIST OTHER		LINO LAKES
18260370	Oct 21 2018	23:35	LIFT ASSIST	39XX RESTWOOD RD	LEXINGTON
Summary: POLICE WERE DISPATCHED TO THE 3900 BLOCK OF RESTWOOD ROAD FOR A FEMALE NEEDING MEDICAL ASSISTANCE. POLICE AND FIRE ARRIVED AND ASSISTED.					
18259877	Oct 21 2018	10:53	MEDICAL	95XX LEXINGTON AVE	LEXINGTON
Summary: EMS SUMMONED TO THE 9500 BLOCK OF LEXINGTON AVE ON THE REPORT OF A MEDICAL EMERGENCY. INACTIVE.					
18260435	Oct 22 2018	03:02	MEDICAL	39XXRESTWOOD RD	CIRCLE PINES

Run Date/Time:



Centennial Lakes Police Department

Media Report



Case Number	Incident Date	Time	Description	Location	City
Summary: OFFICERS RESPONDED TO THE 3900 BLOCK OF RESTWOOD RD REGARDING A MEDICAL. AMBULANCE CHECKED ON THE VICTIM AND THE VICTIM DID NOT NEED TO BE TRANSPORTED.CLEAR.					
18260681	Oct 22 2018	11:54	MEDICAL	18XX PIONEER LN	CENTERVILLE
Summary: EMS SUMMONED TO THE 1800 BLOCK OF PIONEER LN ON THE REPORT OF A MEDICAL EMERGENCY. INACTIVE.					
18260545	Oct 22 2018	09:11	MEDICAL	39XX RESTWOOD RD	LEXINGTON
Summary: MEDICAL OFFICERS WERE DISPATCHED TO THE 3900 BLOCK OF RESTWOOD RD FOR A MEDICAL INVOLVING AN ADULT FEMALE.FEMALE WAS CARED FOR ON SCENE BY OFFICERS AND AMBULANCE.CASE CLOSED.					
18261148	Oct 22 2018	21:43	DOMESTIC-VERBAL	XX EAST RD	CIRCLE PINES
Summary: VERBAL DOMESTIC.DISPATCHED TO 30 BLOCK OF EAST RD ON A VERBAL DOMESTIC. SITUATION MEDIATED.					
18261279	Oct 23 2018	03:25	LIFT ASSIST	13XX MOUND TRL	CENTERVILLE
Summary: POLICE WERE DISPATCHED TO THE 1300 BLOCK OF MOUND TRAIL FOR AN ADULT MALE WITH A MEDICAL SITUATION. POLICE ARRIVED AND WERE ABLE TO ASSIST THE MALE.					
18261262	Oct 23 2018	02:32	DOMESTIC	39XX RESTWOOD RD	LEXINGTON
Summary: OFFICERS RESPONDED TO THE 3900 BLOCK OF RESTWOOD RD REGARDING A DOMESTIC. PARTIES SAID THEY HAD A BRIEF ARGUMENT ABOUT CAR KEYS. PARTIES SAID THEY WERE FINE AND NO LONGER MAD. PARTIES THEN WENT TO WORK.CLEAR.					
18261945	Oct 23 2018	20:36	MEDICAL	87XX GRIGGS AVE	LEXINGTON
Summary: MEDICAL.DISPATCHED TO 8700 BLOCK OF GRIGGS AVE ON A MEDICAL. PATIENT TO HOSPITAL.					
18261748	Oct 23 2018	16:27	ACCIDENT-MV PI	BIRCH ST / HODGSON RD	LINO LAKES

**Unapproved minutes
CITY OF LEXINGTON
REGULAR COUNCIL MEETING
OCTOBER 18, 2018– 7:00 P.M.
9180 LEXINGTON AVENUE**

1. CALL TO ORDER: – Mayor Kurth

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

Mayor Kurth called to order the Regular City Council meeting for October 18, 2018 at 7:00 p.m. Councilmember's present: Devries, Hughes, and Murphy. Excused Absence: Harris Also Present: Bill Petracek, City Administrator; Kurt Glaser, City Attorney; Chris Galiov, Finance Director; Erik Edwards, Lexington Fire Dept.; Justin Templin, Attorney from Hoff Barry Law; Logan Schmidt and Blaine Barker, Dominion; Quad Press reporter; Centennial High School Students.

2. CITIZENS FORUM

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

3. APPROVAL OF AGENDA WITH CHANGES AND CORRECTIONS

Councilmember Devries made a motion to approve the amended agenda as presented. Councilmember Hughes seconded the motion. Motion carried 4-0.

4. LETTERS AND COMMUNICATIONS:

- A. Centennial Lakes Police Department Media Reports
- 9-26-18 – 10-2-18
 - 10-3-18 – 10-8-18
- B. City Report – September 2018
- C. Mediation Services of Anoka County – Sip, Sample & Support
- D. Planning & Zoning meeting minutes – October 9, 2018

No discussion or comments on Letters and Communications

5. CONSENT ITEMS:

- A. Recommendation to Approve Council Minutes:
Council Meeting – October 4, 2018
- B. Recommendation to Approve Claims and Bills:

Check #'s 501442 through 501458
Check #'s 44019 through 44083
Check #'s 12207 through 12216
Check #'s 12219 through 12239

C. Financial Reports

- Cash Balances
- Fund Summary – Budget to Actual

Councilmember Hughes made a motion to approve the consent agenda items. Councilmember Murphy seconded the motion. Motion carried 4-0.

6. ACTION ITEMS:

- A. First Reading of Ordinance No. 18-01 – Planning & Zoning Commission's recommendation to approve Ordinance NO. 18-01 An Ordinance Amending City Code 11.34 Dimensional Requirements-Schedule of Zoning District Regulations For Area, Bulk, Placement and Land Use Intensity

Attorney Glaser explained the statutory requirement to have two readings of an ordinance when it is being adopted to increase transparency. Discussion ensued. No action taken on the first reading of Ordinance No. 18-01

- B. Recommendation to approve Resolution NO. 18-26 A Resolution Adopting Final Plat for the Landings of Lexington Development

Councilmember Devries made a motion to approve Resolution NO. 18-26 A Resolution Adopting Final Plat for the Landings of Lexington Development. Councilmember Murphy seconded the motion. Motion carried 4-0.

- C. Recommendation to approve Lot Combination/Split for Dave McNeil
9561 Griggs Avenue & 4026 Edgewood Road

Councilmember Murphy made a motion to approve Lot Combination/Split for Dave McNeil 9561 Griggs Avenue & 4026 Edgewood Road. Councilmember Hughes seconded the motion. Motion carried 4-0.

- D. Recommendation to approve Resolution NO. 18-27 A Resolution Calling For A Public Hearing To Vacate An Easement To Accommodate The Plat For The Landings Of Lexington.

Attorney Glaser explained the need to vacate a utility easement on the Otte Property. Discussion ensued.

Councilmember Hughes made a motion to approve Resolution NO. 18-27 A Resolution Calling For A Public Hearing To Vacate An Easement To Accommodate The Plat For The Landings Of Lexington. Councilmember Devries seconded the motion. Motion carried 5-0.

- E. First Reading of Ordinance No. 18-03 - A Resolution of the City Council of Lexington, Minnesota Approving a Planned Unit Development and Conditional Use Permit for the Landings of Lexington.

First Reading of Ordinance No 18-03 A Resolution of the City Council of Lexington, Minnesota Approving a Planned Unit Development and Conditional Use Permit for the Landings of Lexington. No action was taken.

- F. First Reading of Ordinance No. 18-02 - An Ordinance Repealing Ordinance 16-03 Regarding the Regulation of Private Water Supplies

Attorney Glaser read Ordinance No. 18-02 allowed to the audience. No action was taken.

7. MAYOR AND COUNCIL INPUT

No input from Mayor Kurth or Councilmembers

8. ADMINISTRATOR INPUT

No input from City Administrator.

9. CONVENE FOR CLOSED EXECUTIVE SESSION-TO DISCUSS:

Attorney – client privileged discussion with the City’s litigation counsel in the matter of Parkview Homes LLC v. City of Lexington, Court File No. 02-CV-17-2816. The matter requires absolute confidentiality because it is in active litigation and discussions during a public meeting would reveal litigation strategy, tactics and other private matters pertaining to the case and thereby risks undermining the City’s effective defense of the claim. The closed session is permitted by Minn. Stat. § 13D.05, subd. 3(b)

Councilmember Hughes made a motion to convene for closed executive session at 7:18 p.m. to discuss: Attorney – client privileged discussion with the City’s litigation counsel in the matter of Parkview Homes LLC v. City of Lexington, Court File No. 02-CV-17-2816.

Councilmember Devries seconded the motion. Motion carried 4-0.

10. RECONVENE FROM CLOSED SESSION

Councilmember Murphy made a motion to reconvene from closed session into open session at 8:15 p.m. Mayor Kurth seconded the motion. Motion carried 4-0.

Councilmember Devries made a motion to amend the agenda to add item 6(F) under Action items for the First Reading of Ordinance No. 18-02 - An Ordinance Repealing Ordinance 16-03 Regarding the Regulation of Private Water Supplies. Councilmember Hughes seconded the motion. Motion carried 4-0.

11. ADJOURNMENT

Councilmember Hughes made a motion to adjourn at 8:21 p.m. Councilmember Devries seconded the motion. Motion carried 4-0.

CITY OF LEXINGTON

RECOMMEND FOR APPROVAL OF CLAIMS AND BILLS

**The following claims and bills have been presented to the Council for approval
at the Council Meeting of November 1, 2018.**

(1) Payroll

Checks	through		\$	-
Vouchers	501460 through	501488	\$	6,070.56
Vouchers	501490 through	501507	\$	19,043.38

Payroll Taxes

Federal Tax	\$2,641.22	
Social Security	\$4,171.94	
Medicare	\$975.72	
		\$7,788.88
State Tax	\$1,368.13	\$1,368.13
Total		\$9,157.01

(2) General and Liquor Payment Recommendations:

Checks	44084 through	44129	\$	134,778.51
--------	---------------	-------	----	------------

(3) ACH and Credit Card Payments for:

ACH Checks: through

Total Payments and Withdrawals Approval	\$	<u>169,049.46</u>
---	----	-------------------

Checks	12241 through	12254	\$	20,200.37
	12255 through	12266	\$	7,012.78
ACH			\$	-
Total Payments			\$	<u>27,213.15</u>

***Check Detail Register©**

November 2018

Check Amt Invoice Comment

10100 4M FUNDPaid Chk# 044084 11/1/2018 **AFSCME MN COUNCIL 5**

G 101-21719	Union Dues	\$196.04		NOV 2018 UNION DUES
Total AFSCME MN COUNCIL 5		\$196.04		

Paid Chk# 044085 11/1/2018 **AMAZON**

E 101-43100-400	General Maintenance	\$82.32	1DLD-YV4F-6	SUPPLIES -PUBLIC WORKS
E 101-41500-400	General Maintenance	\$115.14	1LFW-J6Y9-D	SUPPLIES - CITY HALL
E 101-43100-221	Equipment Parts	\$28.97	1T63-P64R-TV	DRIVE BELTS - PUBLIC WORKS
Total AMAZON		\$226.43		

Paid Chk# 044086 11/1/2018 **AMERICAN BUILDING CONTRACTORS**

R 101-32210	Building Permits	\$164.52	2018-00053	REFUND FOR #2018-00053
total AMERICAN BUILDING CONTRACTORS		\$164.52		

Paid Chk# 044087 11/1/2018 **ANOKA COUNTY TREASURY**

E 101-41900-329	Cable/Internet	\$75.00	B181020W	NOV 2018 BROADBAND
Total ANOKA COUNTY TREASURY		\$75.00		

Paid Chk# 044088 11/1/2018 **AUTOPLUS AUTO PARTS**

E 101-43100-210	Operating Supplies	\$15.55	038876949	SHOP SUPPLIES
Total AUTOPLUS AUTO PARTS		\$15.55		

Paid Chk# 044089 11/1/2018 **AVESIS VISION PLAN**

E 101-41500-160	Health/Dental Insurance	\$22.08	2134713	NOV 2018 PREMIUM
E 101-43100-160	Health/Dental Insurance	\$8.36	2134713	NOV 2018 PREMIUM
E 101-45200-160	Health/Dental Insurance	\$5.58	2134713	NOV 2018 PREMIUM
E 609-00000-160	Health/Dental Insurance	\$28.66	2134713	NOV 2018 PREMIUM
Total AVESIS VISION PLAN		\$64.68		

Paid Chk# 044090 11/1/2018 **BERNICKS BEVERAGES**

E 609-00000-252	Beer Purchase	\$16.40	458016	
E 609-00000-252	Beer Purchase	\$204.55	458017	
Total BERNICKS BEVERAGES		\$220.95		

Paid Chk# 044091 11/1/2018 **BREAKTHRU BEVERAGE MN**

E 609-00000-251	Liquor Purchase	\$3,870.24	1080870840	
E 609-00000-251	Liquor Purchase	\$162.50	1080872355	
E 609-00000-251	Liquor Purchase	\$2,250.24	1080874314	
E 609-00000-251	Liquor Purchase	\$775.20	1080875287	
E 609-00000-251	Liquor Purchase	\$83.10	1080875288	
Total BREAKTHRU BEVERAGE MN		\$7,141.28		

Paid Chk# 044092 11/1/2018 **CAPITOL BEVERAGE SALES**

E 609-00000-252	Beer Purchase	\$1,914.75	21727821	
E 609-00000-252	Beer Purchase	\$3,075.65	2175688	
E 609-00000-252	Beer Purchase	(\$12.80)	2177420	
E 609-00000-252	Beer Purchase	(\$30.00)	254-0791	
E 609-00000-252	Beer Purchase	(\$23.10)	254-0800	
Total CAPITOL BEVERAGE SALES		\$4,924.50		

Paid Chk# 044093 11/1/2018 **CENTENNIAL LAKES PD**

E 101-42110-230	Contracted Services	\$60,069.25		NOV 2018 MONTHLY POLICE CONTRACT
Total CENTENNIAL LAKES PD		\$60,069.25		

Paid Chk# 044094 11/1/2018 **CIRCLE PINES, CITY OF**

E 599-42110-601	Bond Principal	\$4,583.33		NOV 2018 POLICE BLDG PAYMENT
-----------------	----------------	------------	--	------------------------------

***Check Detail Register©**

November 2018

			Check Amt	Invoice	Comment
E 599-42110-611	Bond Interest		\$245.94		NOV 2018 POLICE BLDG PAYMENT
	Total CIRCLE PINES, CITY OF		\$4,829.27		
Paid Chk# 044095	11/1/2018	CITYWIDE WINDOW SERVICES INC.			
E 609-00000-400	General Maintenance		\$32.42	650609	SEPT 2018 SERVICE
	Total CITYWIDE WINDOW SERVICES INC.		\$32.42		
Paid Chk# 044096	11/1/2018	CLEAR RIVER BEVERAGE COMPANY			
E 609-00000-252	Beer Purchase		\$422.55	101-6087	
	Total CLEAR RIVER BEVERAGE COMPANY		\$422.55		
Paid Chk# 044097	11/1/2018	CRYSTEEL TRUCK EQUIPMENT			
E 101-43100-404	Repair Machinery/Equipment		\$31.94	F42892	PARTS - PW
E 101-43100-404	Repair Machinery/Equipment		\$47.40	F42938	PARTS - PW
E 101-43100-404	Repair Machinery/Equipment		\$163.90	FP169240	PARTS - PW
	Total CRYSTEEL TRUCK EQUIPMENT		\$243.24		
Paid Chk# 044098	11/1/2018	DAHLHEIMER DISTRIBUTING			
E 609-00000-252	Beer Purchase		\$2,230.82	1375781	
E 609-00000-252	Beer Purchase		\$107.50	1380209	
E 609-00000-252	Beer Purchase		\$6,110.00	1380233	
E 609-00000-252	Beer Purchase		\$185.00	1380256	
E 609-00000-252	Beer Purchase		(\$31.20)	189885	
E 609-00000-252	Beer Purchase		(\$108.45)	190960	
	Total DAHLHEIMER DISTRIBUTING		\$8,493.67		
Paid Chk# 044099	11/1/2018	DELTA DENTAL			
E 101-41500-160	Health/Dental Insurance		\$180.75	7445304	NOV 2018 PREMIUM
E 101-43100-160	Health/Dental Insurance		\$88.38	7445304	NOV 2018 PREMIUM
E 101-45200-160	Health/Dental Insurance		\$58.92	7445304	NOV 2018 PREMIUM
E 609-00000-160	Health/Dental Insurance		\$183.00	7445304	NOV 2018 PREMIUM
	Total DELTA DENTAL		\$511.05		
Paid Chk# 044100	11/1/2018	ELECTRICAL INSTALLATION			
E 770-00000-404	Repair Machinery/Equipment		\$3,038.36	8288	LIFT STATION REPAIRS
G 770-11750	Accounts Receivable - Unbilled		\$500.00	8288	LIFT STATION REPAIRS
	Total ELECTRICAL INSTALLATION		\$3,538.36		
Paid Chk# 044101	11/1/2018	ENERGY MECHANICAL SERVICES INC			
E 101-43100-401	Repair Buildings		\$290.00	5840	HVAC REPAIRS - PW
	otal ENERGY MECHANICAL SERVICES INC		\$290.00		
Paid Chk# 044102	11/1/2018	FRATTALLONE S HARDWARE			
E 609-00000-401	Repair Buildings		\$17.06	065703/G	FURNACE FILTERS - MLS
G 609-21000	Due to Other Govts		(\$1.10)	065703/G	FURNACE FILTERS - MLS
	Total FRATTALLONE S HARDWARE		\$15.96		
Paid Chk# 044103	11/1/2018	GREEN LIGHTS RECYCLING INC			
E 101-43500-230	Contracted Services		\$601.18	18-6326	SEP 2018 RECYCLING
	Total GREEN LIGHTS RECYCLING INC		\$601.18		
Paid Chk# 044104	11/1/2018	HOHENSTEINS INC			
E 609-00000-252	Beer Purchase		\$1,522.00	994319	
E 609-00000-252	Beer Purchase		\$26.50	994320	
	Total HOHENSTEINS INC		\$1,548.50		
Paid Chk# 044105	11/1/2018	HOME DEPOT			

***Check Detail Register©**

November 2018

			Check Amt	Invoice	Comment
E 101-43100-210	Operating Supplies		\$32.06	8021499	SHOP SUPPLIES - PW
	Total HOME DEPOT		\$32.06		
Paid Chk# 044106	11/1/2018	I.M.S.			
E 651-00000-400	General Maintenance		\$900.00	7715	CATCH BASINS REPAIRS
E 651-00000-404	Repair Machinery/Equipment		\$900.00	7715	CATCH BASINS REPAIRS
	Total I.M.S.		\$1,800.00		
Paid Chk# 044107	11/1/2018	ICMA			
G 101-15500	Prepaid Items		\$760.00		2019 MEMBERSHIP
	Total ICMA		\$760.00		
Paid Chk# 044108	11/1/2018	IKES PLUMBING			
E 101-43100-401	Repair Buildings		\$225.50	13168	PLUMBING REPAIRS - PW
	Total IKES PLUMBING		\$225.50		
Paid Chk# 044109	11/1/2018	JJ TAYLOR			
E 609-00000-252	Beer Purchase		\$5,043.46	2891021	
	Total JJ TAYLOR		\$5,043.46		
Paid Chk# 044110	11/1/2018	JOHNSON BROTHERS LIQUOR			
E 609-00000-251	Liquor Purchase		\$310.63	1125923	
E 609-00000-253	Wine Purchase		\$521.26	1125924	
E 609-00000-251	Liquor Purchase		\$1,493.62	1127589	
E 609-00000-253	Wine Purchase		\$702.23	1127590	
E 609-00000-251	Liquor Purchase		\$930.18	1127591	
E 609-00000-251	Liquor Purchase		\$122.00	1127828	
E 609-00000-253	Wine Purchase		\$389.30	1127829	
E 609-00000-254	Miscellaneous Purchase		\$22.99	1132908	
E 609-00000-254	Miscellaneous Purchase		\$10.89	1132909	
E 609-00000-253	Wine Purchase		(\$1.21)	502813	
E 609-00000-253	Wine Purchase		(\$209.72)	503754	
E 609-00000-253	Wine Purchase		(\$12.42)	504268	
E 609-00000-254	Miscellaneous Purchase		(\$7.16)	504269	
E 609-00000-251	Liquor Purchase		(\$171.50)	504270	
E 609-00000-251	Liquor Purchase		(\$29.13)	504382	
E 609-00000-253	Wine Purchase		(\$4.48)	504382	
E 609-00000-251	Liquor Purchase		(\$82.21)	504586	
	Total JOHNSON BROTHERS LIQUOR		\$3,985.27		
Paid Chk# 044111	11/1/2018	LYLE SIGNS INC			
E 418-00000-315	Construction Costs		\$536.70	000992108	STREET SIGNS - FRONTAGE ROADS
	Total LYLE SIGNS INC		\$536.70		
Paid Chk# 044112	11/1/2018	M AMUNDSON LLP			
E 609-00000-256	Tobacco Products For Resale		\$1,869.26	267857	
	Total M AMUNDSON LLP		\$1,869.26		
Paid Chk# 044113	11/1/2018	MCMA			
E 101-41500-433	Dues and Subscriptions		\$114.00		2018-2019 MEMBERSHIP
	Total MCMA		\$114.00		
Paid Chk# 044114	11/1/2018	MINNESOTA STREET WORKS INC			
E 101-43100-232	Street Sweeping		\$1,900.00	11425	FALL 2018 STREET SWEEPING
	Total MINNESOTA STREET WORKS INC		\$1,900.00		
Paid Chk# 044115	11/1/2018	MKL SERVICES, LLC			

***Check Detail Register©**

November 2018

	Check Amt	Invoice	Comment
E 220-46000-230 Contracted Services	\$132.00	11012018	WEEK ENDING 10/20/18
E 220-46000-230 Contracted Services	\$132.00	11012018	WEEK ENDING 10/27/18
Total MKL SERVICES, LLC	\$264.00		

Paid Chk# 044116 11/1/2018 **MSA PROFESSIONAL SERVICES**

G 101-22042 Dinkytown Rentals Escrow	\$2,272.78	11-R10481028	THE EPHESIANS PROJECT
E 730-00000-303 Engineering Fees	\$135.00	21-R10481023	WATER SUPPLY PLAN
E 417-00000-303 Engineering Fees	\$2,032.97	25-R10481024	2017 STREET IMPROVEMENTS
E 651-00000-303 Engineering Fees	\$405.00	62-R10481002	NPDES PHASE II MS4
E 101-41500-303 Engineering Fees	\$783.00	66-R10481000	GENERAL SERVICES
G 220-22040 Dominion Escrow - Lovell Bldg	\$8,618.99	7-R10481030	LOVELL APTS PROJECT
Total MSA PROFESSIONAL SERVICES	\$14,247.74		

Paid Chk# 044117 11/1/2018 **NCPERS GROUP LIFE INSURANCE**

G 101-21724 Life Insurance	\$80.00	58681118	NOV 2018 PREMIUM
Total NCPERS GROUP LIFE INSURANCE	\$80.00		

Paid Chk# 044118 11/1/2018 **NORTH MEMORIAL HEALTH**

E 609-00000-430 Miscellaneous	\$45.00	4305478	PRE-EMP. SCREENING
Total NORTH MEMORIAL HEALTH	\$45.00		

Paid Chk# 044119 11/1/2018 **PAUSTIS & SONS**

E 609-00000-253 Wine Purchase	\$401.75	26909	
Total PAUSTIS & SONS	\$401.75		

Paid Chk# 044120 11/1/2018 **PETRACEK, BILL**

E 101-41500-205 Mileage Reimbursement	\$200.00		NOV 2018 REIMBURSEMENT
E 101-41500-321 Telephone	\$100.00		NOV 2018 REIMBURSEMENT
Total PETRACEK, BILL	\$300.00		

Paid Chk# 044121 11/1/2018 **PHILLIPS WINE AND SPIRITS INC**

E 609-00000-251 Liquor Purchase	\$104.41	2438369	
E 609-00000-251 Liquor Purchase	\$683.44	2439478	
E 609-00000-253 Wine Purchase	\$332.61	2439479	
E 609-00000-254 Miscellaneous Purchase	\$29.21	2439480	
E 609-00000-251 Liquor Purchase	\$65.21	2441174	
E 609-00000-251 Liquor Purchase	\$3,325.93	2443354	
E 609-00000-253 Wine Purchase	(\$47.76)	308113	
E 609-00000-253 Wine Purchase	(\$125.75)	309002	
E 609-00000-251 Liquor Purchase	(\$143.21)	309068	
Total PHILLIPS WINE AND SPIRITS INC	\$4,224.09		

Paid Chk# 044122 11/1/2018 **PRESS PUBLICATIONS**

E 220-41500-430 Miscellaneous	\$95.76	609080	PUBLIC HEARING NOTICE - LOVELL BLDG
Total PRESS PUBLICATIONS	\$95.76		

Paid Chk# 044123 11/1/2018 **SCHAEFFER MFG. COMPANY**

E 101-43100-212 Gas & Oil	\$87.65	MLH1379	OILS AND FLUIDS
E 101-45200-212 Gas & Oil	\$87.65	MLH1379	OILS AND FLUIDS
E 651-00000-212 Gas & Oil	\$26.29	MLH1379	OILS AND FLUIDS
E 730-00000-212 Gas & Oil	\$118.33	MLH1379	OILS AND FLUIDS
E 730-00000-212 Gas & Oil	\$118.36	MLH1379	OILS AND FLUIDS
Total SCHAEFFER MFG. COMPANY	\$438.28		

Paid Chk# 044124 11/1/2018 **SHAMROCK GROUP, INC.**

E 609-00000-257 Ice For Resale	\$122.58	2294902	
--------------------------------	----------	---------	--

***Check Detail Register©**

November 2018

			Check Amt	Invoice	Comment
Total SHAMROCK GROUP, INC.			\$122.58		
Paid Chk# 044125	11/1/2018	SOUTHERN GLAZERS OF MN			
E 609-00000-251	Liquor Purchase		\$1,253.37	1739603	
E 609-00000-253	Wine Purchase		\$65.28	1739604	
E 609-00000-251	Liquor Purchase		\$1,736.83	1742190	
E 609-00000-254	Miscellaneous Purchase		\$71.68	1742191	
E 609-00000-253	Wine Purchase		\$339.34	1742192	
Total SOUTHERN GLAZERS OF MN			\$3,466.50		
Paid Chk# 044126	11/1/2018	SPRINT			
E 101-43100-321	Telephone		\$42.56	495076029-19	OCT-NOV 2018 CELLULAR SERVICE
E 101-45200-321	Telephone		\$42.56	495076029-19	OCT-NOV 2018 CELLULAR SERVICE
E 651-00000-321	Telephone		\$21.28	495076029-19	OCT-NOV 2018 CELLULAR SERVICE
E 730-00000-321	Telephone		\$53.20	495076029-19	OCT-NOV 2018 CELLULAR SERVICE
E 770-00000-321	Telephone		\$53.23	495076029-19	OCT-NOV 2018 CELLULAR SERVICE
Total SPRINT			\$212.83		
Paid Chk# 044127	11/1/2018	VANDERBLOOMER, MARK			
E 101-42260-400	General Maintenance		\$175.47		BLDG SUPPLIES - FIRE DEPT
Total VANDERBLOOMER, MARK			\$175.47		
Paid Chk# 044128	11/1/2018	WALTERS RUBBISH INC			
E 101-41500-384	Refuse/Garbage Disposal		\$63.81	0003417074	OCT 2018 SERVICE
E 101-43100-384	Refuse/Garbage Disposal		\$34.85	0003417074	OCT 2018 SERVICE
E 101-45200-384	Refuse/Garbage Disposal		\$34.85	0003417074	OCT 2018 SERVICE
E 651-00000-384	Refuse/Garbage Disposal		\$10.49	0003417074	OCT 2018 SERVICE
E 730-00000-384	Refuse/Garbage Disposal		\$47.05	0003417074	OCT 2018 SERVICE
E 770-00000-384	Refuse/Garbage Disposal		\$47.05	0003417074	OCT 2018 SERVICE
E 220-46000-384	Refuse/Garbage Disposal		\$454.95	0003417074	OCT 2018 SERVICE
E 609-00000-384	Refuse/Garbage Disposal		\$93.20	0003417074	OCT 2018 SERVICE
Total WALTERS RUBBISH INC			\$786.25		
Paid Chk# 044129	11/1/2018	WINE MERCHANTS			
E 609-00000-253	Wine Purchase		\$32.88	7204983	
E 609-00000-253	Wine Purchase		(\$5.27)	722812	
Total WINE MERCHANTS			\$27.61		
10100 4M FUND			\$134,778.51		

Fund Summary**10100 4M FUND**

101 GENERAL FUND	\$69,282.02
220 LOVELL BUILDING	\$9,433.70
417 17 STREET IMPROVEMENTS	\$2,032.97
418 LAKE DRIVE PROJECT	\$536.70
599 POLICE BUILDING	\$4,829.27
609 MUNICIPAL LIQUOR FUND	\$42,290.21
651 STORM WATER FUND	\$2,263.06
730 WATER FUND	\$471.94
770 SEWER FUND	\$3,638.64
	\$134,778.51

Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Ck No	Payee	Description	Check Amount
10/18	10/12/2018	12241	ABRAMS & SCHMIDT LLC	SEPT LEGAL FEES	
10/18	10/12/2018	12242	ASPEN MILLS, INC	UNIFORMS	1,817.50
10/18	10/12/2018	12243	CENTURY LINK	COMMUNICATIONS OCTOBER	351.29
10/18	10/12/2018	12244	COVERALL OF THE TWIN CITIES INC	OCT CLEANING SERVICE	124.62
10/18	10/12/2018	12245	DON'S CIRCLE SERVICE, INC	VEHICLE REPAIRS & MTC	780.00
10/18	10/12/2018	12246	HEALTH PARTNERS	NOV HEALTH INS	459.94
10/18	10/12/2018	12247	HOLIDAY STATIONSTORES, LLC	FUEL SEPT	10,535.58
10/18	10/12/2018	12248	WILLIAM JACOBSON	REIMB FOR EAR PLUGS	3,289.84
10/18	10/12/2018	12249	METRO SALES, INC	COPIER CONTRACT USAGE CHG	4.99
10/18	10/12/2018	12250	NAC	SEMI ANNUAL PREVENTIVE MTC	71.94
10/18	10/12/2018	12251	OFFICE OF MN IT SERVICES	WAN SERVICES SEPT	895.00
10/18	10/12/2018	12252	QUILL CORPORATION	TONER/SUPPLIES	57.20
10/18	10/12/2018	12253	SHRED-N-GO, INC	SEPT SHREDDING SERVICE	743.64
10/18	10/12/2018	12254	TELECIDE PRODUCTIONS, INC	COMPUTER MTC & SUPPORT-AUG/SE	48.83
Grand Totals:					1,020.00
					20,200.37

Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Ck No	Payee	Description	Check Amount
10/18	10/15/2018	12255	EMERGENCY AUTO TECH ,INC	REPLACE CONSOLE/ETC 2018 VEH	930.12
10/18	10/17/2018	12256	ANOKA COUNTY	3RD QTR CJDN/MDT	540.00
10/18	10/17/2018	12257	ASPEN MILLS, INC	UNIFORMS	314.00
10/18	10/17/2018	12258	CENTENNIAL UTILITIES	SEPT UTILITIES	449.58
10/18	10/17/2018	12259	CONNEXUS ENERGY	ELECTRIC SEPT	1,994.41
10/18	10/17/2018	12260	CONSOLIDATED COMMUNICATIONS	PHONES OCT	372.25
10/18	10/17/2018	12261	INITIAL DEFENSE CUSTOMIZED	TRAINING LF/DS	790.00
10/18	10/17/2018	12262	MCAA	RECPT/INVENTORY/RETURN FORMS	33.00
10/18	10/17/2018	12263	OPTUM	MONTHLY SERVICE FEE SEPT	37.50
10/18	10/17/2018	12264	PURCHASE POWER INC	POSTAGE REFILL	108.99
10/18	10/17/2018	12265	SUMMIT COMPANIES	5 YEAR INTERNAL INSP OF SYSTEM &	865.00
10/18	10/17/2018	12266	SUPPLYWORKS	TOWELS/SOAP	577.93
Grand Totals:					7,012.78

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

ORDINANCE #18-01

**AN ORDINANCE AMENDING CITY CODE 11.34 DIMENSIONAL REQUIREMENTS -
SCHEDULE OF ZONING DISTRICT REGULATIONS FOR AREA, BULK, PLACEMENT AND LAND
USE INTENSITY**

SECTION 11.34. DIMENSIONAL REQUIREMENTS.

SCHEDULE OF ZONING DISTRICT REGULATIONS FOR AREA, BULK, PLACEMENT AND LAND USE INTENSITY

	<i>Minimum Lot Area in Square Feet</i>	<i>Minimum Lot Width</i>	<i>Minimum Lot Depth</i>	<i>Maximum Lot Coverage (All structures & paved surfaces)</i>	<i>Minimum Front Yard</i>	<i>Minimum Rear Yard</i>	<i>Minimum Side Yard</i>	<i>Maximum Height Principal Structure</i>	<i>Minimum Rear Yard Detached Accessory Structure</i>	<i>Maximum Height Detached Accessory Structure</i>
B-1	No Limit	No Limit	100	80%	35	30	15	2 stories	30	1 story
B-2	15,000	50	100	80%	25	40	10	2 stories	40	1 story
B-3	No Limit	No Limit	300	80%	None	None	None	2 stories	None	1 story
B-4	15,000	50	100	80%	25	25	10	1 story	25	1 story
B-5	15,000	50	150	75%	25	25	20	3 stories	25	1 story
R-1	11,250	75	150	40%	35	20	5	3 stories or 40'	20	1 story
R-2	10,000 SFH 12,000 DU	75 SFH 80 DUP	130	45%	30	20	5	3 stories or 40'	10	1 story
R-3	3,500 DU or 12,000 (whichever is greater)	No Limit	80	60%	25	30	10	3 stories or 40'	30	1 story
R-4	3,000 DU or 12,000 (whichever is greater)	No Limit	No Limit	70%	25	25	25	4 stories or 45'	Not allowed w/o PUD.	Not allowed w/o PUD.

R-5	3,500 DU	35	100	45%	25	10	15 Commercial 5 Residential	1 story	10	1 story
M-1	No Limit	No Limit	100	80%	35	30 Commercial 20 Residential	15 Commercial 5 Residential	45'	30	1 story
M-2	3,500 DU or 12,000 (whichever is greater)	No Limit	No Limit	75%	25	25	15 Commercial 5 Residential	40'	10	1 story
O-S										

Table in lineal feet unless indicated. Dwelling Unit = DU. Single Family Home = SFH. Duplex = DUP. (Recommended by P&Z Comm. 10/9/2018)

PASSED AND DULY ADOPTED this 18th day of October, 2018 by the City Council of the City of Lexington.

Mark Kurth, Mayor

Attest:

Bill Petracek, City Administrator

CITY OF LEXINGTON
COUNTY OF ANOKA
STATE OF MINNESOTA

ORDINANCE NO. 18-02

AN ORDINANCE REPEALING ORDINANCE 16-03 REGARDING THE REGULATION
OF PRIVATE WATER SUPPLIES

The City Council of Lexington does hereby ordain as follows:

ORDINANCE 16-03 IS HEREBY REPEALED.

The effected sections of the City's Code of Ordinances shall be restored to their previous language.

CHAPTER 3; SECTION 3.20 – RULES AND REGULATIONS RELATING TO WATER SERVICE; SUBD 5. PRIVATE WATER SUPPLIES is hereby amended as follows:

SECTION 3.20. RULES AND REGULATIONS RELATING TO WATER SERVICE.

SUBD. 5. PRIVATE WATER SUPPLIES. No water system shall be connected with any pump, well, pipe, take or any device that is connected with any other source of water supply and when such are found, the City shall notify the owner or occupant to disconnect the same and, if not immediately done, the city water shall be turned off. Before any new connections to *the* city ~~system water~~ are permitted, the City shall ascertain that no cross-connections will exist when the new connection is made. When a building is connected to “city water”, the private water supply may be used only for such purposes as the City may allow. Property served by a private water or private sewer system shall immediately connect to public sewer and *public city* water whenever a private sewer or private water system fails, falls into disrepair, or creates a nuisance or health hazard. A system “falls into disrepair” when the cost of the repair exceeds \$500.00. ~~In any event, all property served by private sewer or private water systems must connect to public sewer or city water no later than October 1st 2019.~~

This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

PASSED by the City Council of the City of Lexington this 1st day of November, 2018.

Mark Kurth, Mayor

ATTEST:

Bill Petracek, City Administrator

Published in the Quad Press on November ##, 2018.

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

ORDINANCE #18-03

**AN ORDINANCE OF THE CITY COUNCIL OF LEXINGTON, MINNESOTA,
APPROVING A PLANNED UNIT DEVELOPMENT AND CONDITIONAL USE
PERMIT
FOR THE LANDINGS OF LEXINGTON**

WHEREAS, LEXINGTON LEASED HOUSING ASSOCIATES I, LLLP, (“Applicant”), owns or has agreements to purchase the following parcels of real estate (the “Subject Parcels”):

- Parcel A:
 - Commonly known as the Lovell Building.
 - Zoned within a B-1 district.
 - Legally described as, Lexington Park, Block 1, Lots 9 through Lot 12, together with the South 218 feet of the North 1285 feet of the East 200 feet of the Southeast Quarter of Section 26, Township 31, Range 23, except roadway, and subject to easement of record.
- Parcel B
 - Commonly known as the Otte property.
 - Zoned within an R-1 district.
 - Legally described as, Lexington Park, Block 1, Lot 8.

WHEREAS, the Planning and Zoning Commission held a series of land use hearings ultimately resulting in combining, replatting and rezoning the Subject Parcels into the Plat, Landings Of Lexington, now in a Multiuse-1 zoning district. All of these applications were brought in conjunction with an application for a Planned Unit Development.

WHEREAS, the Applicant obtained the RECOMMENDATION of the Planning and Zoning Commission to GRANT variances pursuant to a Planned Unit Development and set forth conditions in the form of a Conditional Use Permit governing the development of the parcel and the construction of improvements thereon.

WHEREAS, the Planning and Zoning Commission made the following Findings with respect to the application to Approve a Planned Unit Development and Conditional Use Permit.

Overall, the proposed redevelopment did not create a high impact on the surrounding residential properties to the north and west, and was consistent with the character of properties to the south and east.

The proposed redevelopment plans have designed elements intended to minimize specific impacts against the surrounding residential properties. Buffer impacts will be minimized by saving the existing mature forest and by the addition of property screening and landscaping. The use of underground parking exiting to the north will help minimize buffer impacts and traffic impacts by diverting traffic away from most of the nearby residential properties. The proposed parking and driveway design lowers traffic impacts on the adjoining residential streets by encouraging traffic toward Lexington Avenue and thereafter Lake Drive and Highway 35W.

Conditions existing on the Subject Parcels and structure create high redevelopment costs. These high costs are sufficient to relax performance standards in order to encourage redevelopment of the site. Moreover, the Builder's commitment to connect residents of its building with downtown businesses gives the City an incentive to relax performance standards to bring these potential customers closer to downtown business. A Conditional Use Permit should be used to control variances from the City's performance standards from expanding in the future.

The need for these variances generally fall along two lines, the desire to shift impacts away from existing residential properties and the need to increase the number of apartments in order to justify the high cost of redeveloping this site.

The building is shifted east on the parcel towards Lexington Avenue away from the neighboring residential properties. Constructing underground parking reduces surface parking and surface traffic outside the apartment building occurring within sight of the residential properties. While underground parking is also an amenity to the building residents, constructing underground parking increases building height to accommodate the extra floor of underground parking. The design of the underground parking and driveway system encourages traffic from using the nearby residential streets. The exit to the underground parking on the north side of the property is adjacent to Lexington Avenue. Finally, statics show how a building of this size will have far less than an average of two cars per unit.

The standards recommended by the Planning and Zoning Commission for the Planned Unit Development and Conditional Use Permit are set forth, below.

WHEREAS, the Planning and Zoning Commission examined the following standards and recommended variances to each.

ELEMENT	M-1 DISTRICT STANDARD	PLANNED UNIT DEVELOPMENT - VARIANCES
Units Per Acre	Allowed 20 Units/Acre	<i>38 Units/Acre</i>
Height	45 Feet	<i>60 Feet Max. - to roof centerline</i>
Front Setback (Street)	35 Feet	<i>20 Feet*</i>
Rear Setback	30 Feet	<i>20 Feet*</i>
Parking SB - Side	10' (20 from residential zone)	<i>10 Feet</i>
Parking SB - Rear	10' (20 from residential zone)	<i>10 Feet</i>
Auto Parking	2.0 spaces per dwelling	<i>1.5 spaces per dwelling unit</i>
Parking Dimensions	Surface Parking - 9' x 20'	<i>Surface Parking - 9' x 18'</i>
Parking Screening	Required facing residential lots	Required facing residential lots
<i>*This include variances allowing for patios, porches, canopies, decks and other similar spaces to project up to 10 feet into the required setbacks, as shown on building plans and as approved by the City Building Official.</i>		

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEXINGTON, MINNESOTA, that it adopts the aforementioned findings of fact related to the requested land use applications for the Subject Parcels, and DOES ORDAIN the adoption of each recommendation of the Planning and Zoning Commission approving a Planned Unit Development and Conditional Use Permit for the "Landings Of Lexington" to include the variances and conditions set forth in Exhibit A.

Effective Date. This ordinance shall be effective immediately upon its passage.

PASSED AND DULY ADOPTED this 1st day of November 2018 by the City Council of the City of Lexington.

Mark Kurth, Mayor

Attest:

Bill, Petracek, City Clerk

EXHIBIT A

**PLANNED UNIT DEVELOPMENT AND CONDITIONAL USE PERMIT
FOR THE
LANDINGS OF LEXINGTON**

CITY OF LEXINGTON
ANOKA COUNTY, MINNESOTA
PLANNED UNIT DEVELOPMENT
AND
CONDITIONAL USE PERMIT

Subject to the terms and conditions set forth herein, the City of Lexington hereby grants approval of the **PLANNED UNIT DEVELOPMENT** and **CONDITIONAL USE PERMIT** (collectively, the “Permit”) to the “Subject Parcel” legally described as:

The Plat for the
LANDINGS OF LEXINGTON,
City of Lexington, County of Anoka, State of Minnesota.

The Parties agree that this Permit shall run with the land, and enjoins the City and the Subject Parcel, and its owner(s) to the terms and condition stated here. The Ordinances of the City of Lexington govern the Subject Parcel and its owner(s). The City Council authorized a Planned Unit Development for the Subject Parcel in which it granted variances from those Ordinances in force on the date of this Permit, and imposed the condition stated below. Any ambiguity between those Ordinance and the variances or conditions authorized by this Permit shall be construed in favor of enforcing City Ordinance. After the date of this Permit, the variances and conditions created by this Permit create lawful, nonconformity within the Subject Parcel.

This Permit dictates the following variances and conditions apply to the Subject Parcel:

1. At the request of the Landowner, the City approved a Planned Unit Development of the Subject Parcel. This Planned Unit Development granted the Subject Parcel variances from a variety of State and City zoning and performance standards. Given the grant of those variances, the Subject Parcel, in perpetuity, must not exceed the applicable zoning and performance standards except for those variances explicitly stated herein. Any future application for a variance, conditional use permit or interim use permit for the Subject Parcel renders void the instant Conditional Use Permit.

2. This Permit is valid upon recording the Plat of Landings of Lexington. Any re-plat of areas covered by this permit shall necessitate a modification to this Permit. Conversely, the Final Plat of Landings Of Lexington shall not be valid unless Final Plat has been recorded in immediate priority to this Permit.
3. This Conditional Use Permit was authorized as part of a Planned Unit Development. That process granted to the follow variances from existing zoning and performance standards. Improvements constructed on the Subject Parcel may have the following features:
 - a. Density, not more than thirty-eight (38) units per acre;
 - b. A building height maximum of sixty (60) feet to the roof centerline;
 - c. The front setback of the building toward the street may not be less than twenty (20) feet. This setback include variances allowing for patios, porches, canopies, decks and other similar spaces to project up to ten (10) feet into the required setbacks, as shown on building plans or as approved by the City Building Official;
 - d. The rear setback of the building may not be less than twenty (20) feet. This setback include variances allowing for patios, porches, canopies, decks and other similar spaces to project up to ten (10) feet into the required setbacks, as shown on building plans or as approved by the City Building Official;
 - e. The side setback of parking lots may not be less than ten (10) feet;
 - f. The rear setback of parking lots may not be less than ten (10) feet;
 - g. The average number of automobile parking stalls on the subject parcel shall be no less than one and one-half (1.5) stalls per dwelling unit; and,
 - h. The dimensions of parking stalls shall be no less than nine (9) feet by eighteen (18) feet.
4. The Subject Parcel and its parking lots shall be screened from adjacent residential properties in a manner consistent with law.
5. The Landowner shall maintain the Landscaping Plan, attached as Exhibit A, in perpetuity. Any alteration to the Landscape Plan shall be signed by a Landscape Architect registered in the State of Minnesota, subsequently approved by the City, and thereafter must be recorded as an addendum to this Conditional Use Permit.
6. The Landowner shall maintain all storm water ponds, improvements, and facilities on private property; and by this Permit does grant to the public an easement allowing access and maintenance of same by government institutions or their designee.
7. The Landowner shall construct a sidewalk parallel to Lexington Avenue from Lovell Road to Lake Drive in a manner consistent the construction plans of file with the City. After construction, the City will accept the sidewalk for perpetual care and maintenance.
8. At the conclusion of construction, the City shall certify that conditions found in paragraphs three through seven of this Permit meet the initial obligations found in those paragraphs. This certification does not extinguish any of the perpetual obligations set forth in paragraphs three through seven. This certification shall be in writing and in a format suitable for recording against the property.
9. The Subject Parcel shall meet and abide by the applicable standards, requirements, permits or licenses of the City of Lexington, Rice Creek Watershed District, Anoka County, Army Corp of Engineers, Federal Emergency Management Agency, Minnesota Pollution Control Agency, Minnesota Department of Health, Environmental Protection Agency, or their antecedent agency, and any other agency having jurisdiction over the property and business activities that are taking place on said property.

10. Intentional violation of the Permit is a misdemeanor punishable by a fine or jail in the maximum amount allowed by law.
11. Each infraction of the Permit requiring remediation cannot easily be quantified by a civil penalty. Therefore, in the event of an infraction of this Permit, liquidated civil penalties, as a form of remediation, shall be no less than \$1,000.
12. Each right, power or remedy herein conferred upon the City by this Permit is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement or permit, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

[REMAINDER OF PAGE LEFT BLANK]

[Signature Page to Planned Unit Development and Conditional Use Permit]

GRANTEE:

LEXINGTON LEASED HOUSING ASSOCIATES
I, LLLP, a Minnesota limited liability limited
partnership

By: Lexington Leased Housing Associates SPE I,
LLC

Its: General Partner

BY: _____

NAME: Ryan J. Lunderby
ITS: Vice President

Date: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing was acknowledged before me this ____ day of _____, 2018, by
Ryan J. Lunderby, the Vice President of Lexington Leased Housing Associates SPE I, LLC, a
Minnesota limited liability company, the general partner of LEXINGTON LEASED HOUSING
ASSOCIATES I, LLLP, on behalf of the same.

Notary Public

CITY OF LEXINGTON

Mark Kurth, Mayor

Attest:

Bill, Petracek, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

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

Notary Public

Drafted by:
Kurt B. Glaser, City Attorney
Smith & Glaser, LLC
333 Washington Avenue, Suite 405
Minneapolis, MN 55401
612-333-6513
KurtGlaser@GlaserLaw.net

16306716v2

Extract of Minutes of a Meeting of the
City Council of the
City of Lexington, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Lexington, Minnesota, was duly held at the City Hall in said City on Thursday, the 1st day of November, 2018, at 7:00 p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 18-28

**APPROVING A HOUSING PROGRAM TO FINANCE A MULTIFAMILY HOUSING
PROJECT AND APPROVING ISSUANCE AND SALE OF
MULTIFAMILY HOUSING REVENUE REFUNDING NOTE
(LANDINGS OF LEXINGTON PROJECT), SERIES 2018
PURSUANT TO MINNESOTA STATUTES, CHAPTER 462C**

The motion for the adoption of the foregoing resolution was duly seconded by member _____, and after full discussion thereof and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

RESOLUTION NO. 18-28

**APPROVING A HOUSING PROGRAM TO FINANCE A MULTIFAMILY HOUSING
PROJECT AND APPROVING ISSUANCE AND SALE OF
MULTIFAMILY HOUSING REVENUE REFUNDING NOTE
(LANDINGS OF LEXINGTON PROJECT), SERIES 2018
PURSUANT TO MINNESOTA STATUTES, CHAPTER 462C**

WHEREAS,

A. The City of Lexington, Minnesota (the "Governmental Lender") is authorized pursuant to Minnesota Statutes, Chapter 462C, as amended (the "Act"), to finance or refinance the making or purchasing of loans with respect to multifamily housing developments within the boundaries of the City of Lexington, Minnesota (the "City") through the issuance of revenue obligations;

B. Pursuant to the Act, the full faith and credit of the Governmental Lender will not be pledged to the payment of the principal of, premium, if any, and interest on the Note (as defined below);

C. The Governmental Lender has previously received a proposal from Lexington Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership (the "Borrower"), that the Governmental Lender issue its revenue obligations to refund and redeem the outstanding principal balance of its \$22,000,000 Multifamily Housing Revenue Note (Lexington Apartments Project), Series 2018 (the "Prior Note") which was used to provide short-term financing for the acquisition, construction, and equipping of an approximately 180-unit multifamily housing facility and related facilities located at the northwest corner of the intersection of Lovell Avenue NE and Lexington Avenue NE in the City of Lexington, Minnesota (the "City") (the "Project");

D. By Resolution No. 18-19 adopted on September 6, 2018 (the "Initial Resolution"), the City Council previously approved the issuance of revenue obligations in an amount not to exceed \$22,000,000 to refund the Prior Note;

E. In accordance with Minnesota Statutes, Sections 462C.01(2) and 462C.04, subd. 2, the Governmental Lender previously held a public hearing on March 1, 2018 on and approved a housing program and the issuance of revenue obligations of the Governmental Lender to finance the Project;

F. The Governmental Lender has received a request from the Borrower to increase the principal amount of the revenue obligations approved by the Initial Resolution from \$22,000,000 to \$30,000,000 to finance additional costs of the Project, which request necessitates holding another public hearing, amending and restating the housing program, and approving the increased principal amount of the proposed revenue obligations;

G. A public hearing on the Project and the amended and restated housing finance program was held this same date, after notice was published in the official newspaper of the City not less than 15 days in advance of said public hearing, and materials were made available for public inspection at the City Hall, all as required by the Act and

Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), at which public hearing all those appearing who desired to speak were heard and written comments were accepted; and

H. Pursuant to Section 462C.04 of the Act, the City made timely submission of the amended and restated housing finance program to the Metropolitan Council for its review and comment, and the City has heretofore received no comment from the Metropolitan Council on such program.

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

1. The amended and restated housing program in substantially the form attached hereto as Exhibit A is hereby approved.

2. The Borrower has proposed that the Governmental Lender amend and restate the Initial Resolution and issue and sell its Multifamily Housing Revenue Refunding Note (Landings of Lexington Project), Series 2018, which may be in one or more series and either as notes or bonds (the "Note") in an amount not to exceed \$30,000,000 to finance the costs of the Project, in accordance with a Funding Loan Agreement anticipated to be dated as of November 1, 2018 (the "Funding Loan Agreement") between the Governmental Lender, U.S. Bank National Association (the "Fiscal Agent"), and TCF Investments Management, Inc. (the "Initial Funding Lender").

3. Pursuant to the terms of a Project Loan Agreement anticipated to be dated as of November 1, 2018 (the "Project Loan Agreement"), executed by the Governmental Lender, the Borrower, and the Fiscal Agent, the Governmental Lender will loan the proceeds of the Note to the Borrower to finance the Project. The Borrower has agreed, pursuant to an Amended and Restated Regulatory Agreement anticipated to be dated as of November 1, 2018, by and among the Governmental Lender, the Borrower and the Fiscal Agent (the "Regulatory Agreement") to operate the Project as a "residential rental project" under Section 142(d) of the Internal Revenue Code of 1986, as amended.

4. The Note will be secured by, among other things, a Multifamily Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing (the "Mortgage") and a separate Assignment of Leases and Rents (the "Assignment of Leases"), each anticipated to be dated as of November 1, 2018 and executed by the Borrower in favor of the Governmental Lender, and both assigned by the Governmental Lender to the Fiscal Agent pursuant to an Assignment of Mortgage, Security Agreement and Fixture Financing Statement and Assignment of Leases and Rents dated as of November 1, 2018 (the "Assignment of Mortgage"). The Borrower and related parties will also provide additional collateral and guaranties to secure the Note.

As additional security the Borrower will grant a Collateral Assignment of Tax Increment Financing and Tax Increments anticipated to be dated as of November 1, 2018 in favor of the Fiscal Agent, assigning the Borrower's interest in that certain TIF Note issued by the Governmental Lender, as referenced therein (the "Assignment of TIF Note").

5. Forms of the following documents have been submitted to the City Council:

- (a) Funding Loan Agreement;
- (b) Project Loan Agreement;
- (c) Regulatory Agreement; and
- (d) Assignment of Mortgage.

The foregoing documents are hereafter referred to as the "Note Documents."

6. It is hereby found, determined, declared, and ratified that:

(a) the issuance and sale of the Note, the execution and delivery by the Governmental Lender of the Note Documents and the performance of all covenants and agreements of the Governmental Lender contained in the Note Documents and of all other acts and things required under the constitution and laws of the State of Minnesota to make the Note Documents and the Note valid and binding obligations of the Governmental Lender in accordance with their terms, are authorized by the Act;

(b) it is desirable that the Note be issued by the Governmental Lender upon the terms set forth in the Funding Loan Agreement;

(c) the basic payments under the Project Loan Agreement are fixed to produce revenue sufficient to provide for the prompt payment of principal of, premium, if any, and interest on the Note issued under the Funding Loan Agreement when due, and the Funding Loan Agreement, Mortgage, Assignment of Leases, and Project Loan Agreement also provide that the Borrower is required to pay all expenses of the operation and maintenance of the Project, including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and all taxes and special assessments levied upon or with respect to the Project premises and payable during the term of the Funding Loan Agreement and Project Loan Agreement;

(d) under the provisions of Minnesota Statutes, Chapter 462C and as provided in the Funding Loan Agreement and Project Loan Agreement, the Note is not to be payable from or charged upon any funds other than the revenue pledged to the payment thereof; the Governmental Lender is not subject to any liability thereon; no holder of the Note shall ever have the right to compel any exercise by the Governmental Lender of its taxing powers to pay the Note or the interest or premiums thereon, or to enforce payment thereof against any property of the Governmental Lender except the interests of the Governmental Lender in the Project Loan Agreement which have been assigned to the Fiscal Agent under the Funding Loan Agreement; the Note shall not constitute a charge, lien, or encumbrance, legal or equitable upon any property of the Governmental Lender except the interests of the Governmental Lender in the Project Loan Agreement which have been assigned to the Fiscal Agent under the Funding Loan Agreement; the Note shall recite that the Note is issued without moral obligation on the part of the state or its political subdivisions, and that the Note, including interest thereon, is payable solely from the revenues pledged to the payment thereof; and, the Note shall not constitute a debt of the Governmental Lender within the meaning of any constitutional or statutory limitation.

7. The forms of the Note Documents and exhibits thereto are approved substantially in the form submitted. The Note Documents, in substantially the forms submitted, are directed to be executed in the name on behalf of the Governmental Lender by the Mayor and City Administrator. Any other documents and certificates necessary to the transaction described above shall be executed by the appropriate Governmental Lender officers. Copies of all of the documents necessary to the transaction herein described shall be delivered, filed and recorded as provided herein and in the Note Documents.

8. The Governmental Lender shall proceed forthwith to issue the Note, in the form and upon the terms set forth in the Funding Loan Agreement and at a net interest rate not to exceed 6.0% per annum. The Note will be purchased on substantially the terms set forth in the Funding Loan Agreement and the Project Loan Agreement which have been submitted to the Governmental Lender in connection with this Resolution. The Mayor and City Administrator are authorized and directed to prepare and execute the Note as prescribed in the Funding Loan Agreement and to deliver them to the Fiscal Agent for authentication and delivery to the original purchasers.

9. The Mayor and City Administrator and other officers of the Governmental Lender are authorized and directed to prepare and furnish to the Initial Funding Lender certified copies of all proceedings and records of the Governmental Lender relating to the Note, and such other affidavits and certificates as may be required to show the facts relating to the legality of the Note as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the Governmental Lender as to the truth of all statements contained herein.

10. The approval hereby given to the various documents referred to above includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City Attorney and the Governmental Lender officials authorized herein to execute said documents prior to their execution; and said Governmental Lender officials are hereby authorized to approve said changes on behalf of the Governmental Lender. The execution of any instrument by the appropriate official or officials herein authorized shall be conclusive evidence of the approval of such documents in accordance with the terms hereof.

11. The approval hereby given to the Note Documents and the various other documents referred to in paragraph 5 above includes approval of (a) such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by Bond Counsel, the City Attorney and the Governmental Lender officials authorized herein to execute said documents prior to their execution and (b) such additional documents, agreements or certificates as may be necessary and appropriate in connection with the Note Documents and with the issuance and sale of the Note and approved by Bond Counsel, the City Attorney and Governmental Lender officials authorized herein to execute said documents prior to their execution; and said City Attorney and Governmental Lender officials are hereby authorized to approve said changes or additional documents, agreements or certificates on behalf of the Governmental Lender. The execution of any instrument by the appropriate officer or officers of the Governmental Lender herein authorized shall be conclusive evidence of the approval of such documents in accordance with the terms

thereof and hereof. In the absence (or inability) of the Mayor or the City Administrator, any of the documents authorized by this resolution to be executed by them may be executed by the Acting Mayor or the Acting City Administrator.

12. In accordance with the Development Agreement anticipated to be dated as of November 1, 2018 between the Governmental Lender and the Borrower, the Governmental Lender hereby ratifies its consent to the grant and delivery by the Borrower of the Assignment of TIF Note to the Fiscal Agent.

Adopted by the City Council of the City of Lexington, Minnesota this 1st day of November, 2018.

Mark Kurth, Mayor

ATTEST:

Bill Petracek, City Administrator

EXHIBIT A

AMENDED AND RESTATED MULTI-FAMILY RENTAL HOUSING PROGRAM OF THE CITY OF LEXINGTON, MINNESOTA FOR LEXINGTON APARTMENTS PROJECT

November 1, 2018

Proposal; Authority. The City of Lexington, Minnesota (the "City"), at the request of the Borrower (defined below), proposes to issue revenue bonds, in one or more series, to assist in financing the acquisition and construction of a multi-family rental housing project described herein (this "Program") pursuant to applicable authority conferred upon the City by the laws of the State of Minnesota, including without limitation Minnesota Statutes, Chapter 462C, as the same may be amended from time to time (collectively, the "Act").

Purposes. In creating this Program, the City is acting in furtherance of its findings that the preservation of the quality of life in the City is in part dependent upon the maintenance and provision of adequate, decent, safe, sanitary, and affordable housing stock; that accomplishing the goals of this Program is a public purpose and will benefit the residents of the City; that the need exists within the City to provide in a timely fashion additional affordable rental housing to and for the benefit of persons of low and moderate income and their families residing and expected to reside within the City; that there exist or are expected to exist persons and families within the City who are and will be able to benefit from and are in need of the Program; that the Program is necessary in view of the limited resources that may be available to such persons relative to the expenses involved in accomplishing the type of objectives outlined in this Program in the absence of one or more of the forms of assistance described herein or otherwise available pursuant to the Act; and that the City hereby finds that such forms of assistance are often necessary for the benefit of such persons, families, and goals and that, furthermore, the successful implementation of the objectives of the kind described in this Program has been found to provide impetus for the development of other housing in the City, as well as the general development of the City, by other persons who are not the beneficiaries of such governmentally sponsored or assisted activities.

Rental Housing Purposes. More particularly, the City finds that there exists a need for affordable multi-family rental housing for qualifying individuals and families, which need is not being filled by private enterprise alone due to a variety of factors, including that the cost of new construction of multi-family rental units may in many cases prove economically unfeasible, given the high costs of construction and prevailing area rental levels, and that therefore appropriate levels of public assistance may be helpful and necessary in bridging that gap.

General Description of the Program. This Program consists of the financing of the acquisition and construction of an approximately 180-unit multi-family rental housing facility (the "Project"). The initial owner of the Project pursuant to the financing will be Lexington Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership, with Lexington

Leased Housing Associates I, LLC, a Minnesota limited liability company as the general partner (the "Borrower").

Location. This Program is limited to the Project. The Project is located at the northwest corner of Lovell Road NE and Lexington Avenue NE in Lexington, Minnesota.

Units. The Project is currently anticipated to consist of the following units:

<u>Units</u>	<u>Square Footage</u>	<u>Estimated Initial Rents</u>
30 – 1-bedroom	723	\$984
98 – 2-bedroom	1,050	\$1,178
52 – 3-bedroom	1,260	\$1,358

Revenue Bonds. The amount of revenue bonds required to finance this Program will not exceed \$30,000,000. The City preliminarily intends to finance the Program by issuing bonds, in one or more series. The proceeds will finance the acquisition and construction of the Project and pay costs of issuing the bonds. The revenue bonds are expected to be issued in 2018, subject to final Council approval in its sole and absolute discretion.

Monitoring. The City expects to enter into suitable agreements with the Borrower, the purchaser of the bonds and/or others respecting the monitoring or implementation by participants to ensure that the Project will be consistent with this housing Program and its objectives, which for this purpose means providing affordable rental housing.

Meeting Needs; Methods. The Program will meet the need for rental housing for persons and families of low and moderate incomes by providing units at an affordable rent. The City believes that this Program will help meet the identified needs under this Program. The specific methods anticipated to be used include the issuance of revenue bonds under the Act to provide feasible financing for various aspects of the Program so undertaken.

Authorization. The Program is undertaken pursuant to Minnesota Statutes, Section 462C.05, Subdivision 4, for units affordable to persons and families of low and moderate income.

Limits on Gross Income. In connection with the issuance of the Bonds, the Borrower will be required to agree to limit the gross income of occupants of the Project in accordance with the requirements of Minnesota Statutes, Chapter 462C, and with the requirements relating to tax-exempt bonds for qualified residential rental projects.

Adopted and approved on November 1, 2018, by the City Council of the City of Lexington, Minnesota.

STATE OF MINNESOTA)
)
COUNTY OF ANOKA)

I, the undersigned, being the duly qualified and acting City Administrator of the City of Lexington, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City duly called and held on the date therein indicated, insofar as such minutes relate to giving approval on a proposed multifamily housing revenue refunding note issue.

WITNESS my hand this 1st day of November, 2018.

Bill Petracek, City Administrator

VACATION OF EASEMENT

This VACATION OF EASEMENT, is made on November 1, 2018 by the City of Lexington, Minnesota (the "City") who does hereby vacate and release that certain public utilities easement reserved to the City in that certain Warranty Deed dated October 24th, 1950 and recorded August 16, 1952 recorded as **Document Number** 12175 with the Registrar of Titles for Anoka County, Minnesota. Said easement encumbered that real property described and identified in **Exhibit A** which is attached hereto and incorporated herein (the "Property") and is described and depicted on **Exhibit B** and **Exhibit C**, respectively, each attached hereto and incorporated herein (the "Easement").

The Easement is the same easement as the one identified in Certificate of Title No. 127101 as:

"(Reserving therefrom a five foot (5') strip of land approximately one-hundred and twenty-five feet (125') from front lot line for public utilities use, such as setting of poles, stringing of wires, trimming or removing of trees as necessary for line clearance, or for laying of underground conduits.)"

[Signature page to follow]

Drafted by:
Kurt B. Glaser, City Attorney
Smith & Glaser, LLC
333 Washington Avenue, Suite 405
Minneapolis, MN 55401
612-333-6513
KurtGlaser@GlaserLaw.net

EXHIBIT A

(Legal Description of Property)

Lot Eight (8), Block 1, Lexington Park, Anoka County, according to the map or plat thereof on file and of record in the office of the Registrar of Titles in and for said County and State, except that part described as the East 10 feet of Parcel 4, Anoka County Highway Right-of-Way Plat No. 54.

Anoka County, Minnesota
Torrens Property

EXHIBIT B
(Description of Easement)

That part of Lot Eight (8), Block 1, LEXINGTON PARK, Anoka County, Minnesota described as follows:

A five foot (5') strip of land approximately one-hundred and twenty-five feet (125') from front lot line.

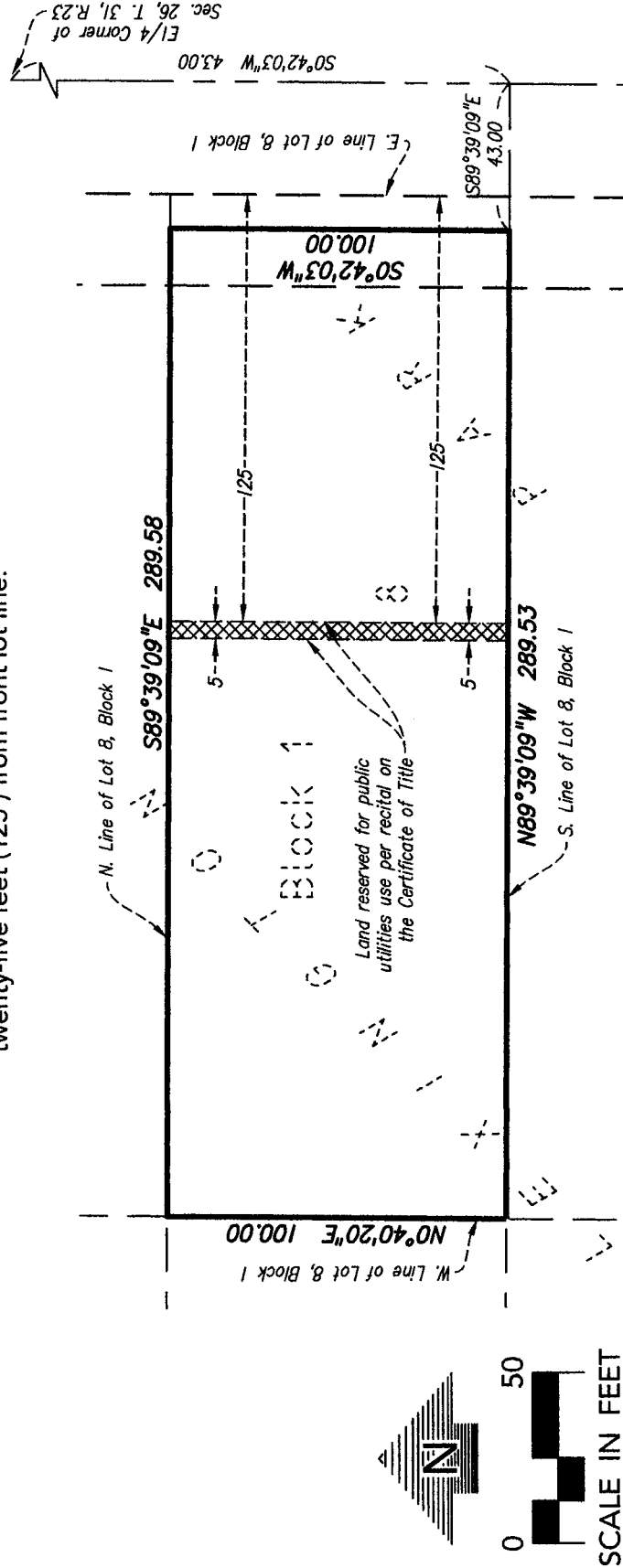
EXHIBIT C
(Depiction of Easement - Attached)

EXHIBIT

Utility Easement Vacation Description

That part of Lot Eight (8), Block 1, LEXINGTON PARK, Anoka County, Minnesota described as follows:

A five foot (5') strip of land approximately one-hundred and twenty-five feet (125') from front lot line.



7200 Hemlock Lane, Suite 300
Maple Grove, MN 55369
763.424.5505
www.loucksinc.com

PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Max L. Stanislawski

Max L. Stanislawski - PLS
License No. 48988
Date 09/05/18

EASEMENT VACATION AREA

PROJECT NUMBER: 17503
DRAWN BY: NRS

DEVELOPMENT & SUBDIVISION AGREEMENT

BY AND BETWEEN

THE CITY OF LEXINGTON, MINNESOTA

AND

LEXINGTON LEASED HOUSING ASSOCIATES I, LLLP



DEVELOPMENT & SUBDIVISION AGREEMENT

The Landings Of Lexington

THIS DEVELOPMENT & SUBDIVISION AGREEMENT (“Agreement”) effective November 1, 2018, by and between the **CITY OF LEXINGTON**, a Minnesota municipal corporation (“City”); and **LEXINGTON LEASED HOUSING ASSOCIATES I, LLLP**, a Minnesota limited liability limited partnership, (the “Developer”).

This Agreement is separate and independent from the Development Agreement between the parties governing Tax Increment Financing, effective November 1, 2018. In the event of a conflict between these Agreements, in matters of land use, this Agreement shall take precedence.

This Agreement supersedes any previous Development & Subdivision Agreement between the Parties.

1. REQUEST FOR PLAT AND DEVELOPMENT APPROVAL. The Developer has asked the City to approve a final plat for the LANDINGS OF LEXINGTON (referred to in this Agreement as the “Final Plat”). The land (“Land”) is situated in the County of Anoka, State of Minnesota, and is legally described on the attached Exhibit A, including easements described therein. Developer intends to construct an apartment building of approximately 180 units and supporting infrastructure on the Land (the “Project”).

Deleted: _____

2. CONDITIONS OF PLAT AND DEVELOPMENT APPROVAL. This Agreement serves as the Master Agreement for the development of the LANDINGS OF LEXINGTON. The Plat will be developed in accordance with the Plans and subject to that that certain Planned Unit Development and Conditional Use Permit dated as of November 1, 2018 (the “PUD”).

Deleted: _____

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

Deleted: Council within fifteen days.

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

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

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

A. Landings of Lexington, Final plans dated 8/9/2018.

B. Such other plans that may be submitted and approved after adoption of this Agreement, (i.e. Fire Suppression Plan)

These Plans may include subsequent plan revisions approved, in writing, by a City, County or State Building Official, and are incorporated by reference into this Agreement. 7.

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

All Improvements shall be installed in accordance with the City’s subdivision ordinance; City standard specifications for utilities and street construction; and any other applicable law, ordinance or policy – this includes private improvements constructed in lieu of public

Deleted: 5. INTENTIONALLY DELETED.

Commented [K1]: Hereinafter, paragraph number will be manually changed in final version.

Deleted: 6

Commented [K2]: This list may need to be supplimented.

improvements. The Developer shall submit the Plans for the Improvements, said plans having been prepared by a registered professional civil engineer, to the City for approval by the City Council. The Developer shall obtain all necessary permits from other agencies before proceeding with construction of the Improvements. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure a commercially reasonable level of quality control to the extent that the Developer's engineer will be able to certify, as a condition of City acceptance, that the construction work for the Improvements meet the approved City standards.

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

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

- A. Minnesota Pollution Control Agency – National Pollutant Discharge Elimination System (NPDES) Permit for storm water discharge related to construction activity
- B. Minnesota Pollution Control Agency - Sanitary Sewer Extension

Commented [K3]: Changed back to original due to changes above in paragraph dealing w/ Development Plans.

Deleted: The plans for the Improvements shall be deemed part of the "Plans", as defined above, and any modification to the plans for the Improvements shall be approved in the same manner as the rest of the Plans

Deleted: the Developer or

Formatted: Justified, Indent: Left: 0.5", Hanging: 0.5", No bullets or numbering, Don't hyphenate, Tab stops: -0.5", Left

Deleted: prior to 14 days after notice from the City of said violation

Commented [K4]: Language restored from previous version.

Deleted: ¶
NPDES Permit for Grading and Erosion Control¶
City of Lexington soil and erosion permit, excavation permit, and foundation construction permit. [KURT: IS THIS SEPARATE THAN THE BUILDING PERMIT?]
City of Lexington for Building Permit¶
Rice Creek Watershed District operation and maintenance agreement for storm water on the site.

- C. Rice Creek Watershed District – General Permit for Development Activity
- D. Rice Creek Watershed District – Storm Water Pollution Prevention Plan
- E. Rice Creek Watershed District – Operations and Maintenance Agreement
- F. City of Lexington - Building Permit for construction
- G. City of Lexington - Grading Permit for land disturbing activities.
- H. City of Lexington - Permits for work within the Right-of-Way utilities such as gas, phone, electric, cable TV
- I. Anoka County Highway Department - Permits for work within the Right-of-Way
- J. Anoka County Highway Department - Permits for traffic obstruction

Commented [K5]: Josh, this is my educated assessment of the permits necessary for this project. This should be verified by the professionals (Engineers / Inspectors) who can check this list. Please send this to your client's team for verification.

9. **TIME OF PERFORMANCE.** The Developer shall install all required Improvements, with the exception of the final wear course of asphalt, by December 31, 2021. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the Security to reflect cost increases and the extended completion date, unless the Developer demonstrates such cost increases are set off by Improvements that have been previously constructed and for which Security is no longer needed.

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

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

incurred for such work in accordance with the terms of this Agreement within thirty (30) days of receipt of invoice from the City, the City may draw down on the Security to pay any costs.

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

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

Deleted: NDES

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

14. CLEAN UP. The Developer shall daily clean dirt and debris from streets that has resulted from construction work by the Developer, its contractors, subcontractors, agents or assigns. Prior to any construction on the Land, the Developer shall identify in writing a responsible party for erosion control, street cleaning, and street sweeping. During such times as

construction is active, developer or his agent shall frequently inspect streets and make sure that they are swept of dirt and debris.

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

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

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

Deleted: developer shall use its best efforts to ensure d

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

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

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

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

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

17. SUPERIOR RIGHT OF TITLE. The Developer agrees, and shall not cause any mortgage, lien, easement, covenant or other encumbrance on title to the Land to be superior to

any right or title the Developer grants to the City for any easement on the Final Plat, except by an express written authorization approved by the City Council. Approval of the Final Plat shall constitute written approval of title encumbrances in place at the time of such approval.

18. ADMINISTRATION COSTS. The Developer shall reimburse the City for all of the City's actual out-of-pocket expenses for this development including, but not limited to expenses incurred for legal, planning, engineering services, development agreement compliance and inspection services. The Developer shall deposit and maintain with the City a \$10,000 cash escrow for payment of these accrued or future costs (the "Escrow"). If the Developer does not reimburse the City for any cost the City incurred for such work in accordance with the terms of this Agreement within thirty (30) days of receipt of invoice from the City, the City may draw down on the Escrow to pay any costs. The City shall draw against the escrow to reimburse itself for all such costs. The Developer agrees that the City has the right to request additional deposits from time to time based on the City's estimates of future out-of-pocket costs and replenish such escrow. Unless excused by the City Council, the Developer shall maintain the escrow for a period of one-year after either the termination of this agreement or completion of all construction and landscaping, whichever is a longer period. The City may halt construction of the Project after the expiration of any cure periods for any unpaid bills until they are paid in full and the escrow replenished to its original amount. If the Escrow should be funded in an amount insufficient to meet the City's reasonable costs, and the Developer does not fund the Escrow in an amount reasonably requested by the City within thirty (30) days of said request, the City may at its option draw funds from the Security to reimburse itself for such costs. Unpaid City expenses shall after thirty (30) days accrue interest at the rate of eighteen percent (18%) per year.

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

19. SECURITY. To guarantee compliance with all of the terms of this Agreement, including payment of real estate taxes, including interest and penalties, payment of

Administration Costs, Construction Costs, payment of the costs of all Improvements, construction of all Improvements, and payment to remediate any nuisances created by this Development (including compliance with governmental audits or litigation related to the Developer), the Developer shall furnish the City with a Letter of Credit in the form attached hereto as Exhibits B, from a bank or other financial institution acceptable to the City in the amount of 125% of the total costs of the Improvement (the "Security"). The amount of the Security is calculated as shown in Exhibit D. These calculations are for historical reference, and are not a restriction on the use of the Security.

The Security shall be for a term ending November 30, 2022, and automatically renewing thereafter unless notice of termination is provided to the City at least forty-five (45) days prior to the end of the term or any renewal date. The notice given must comply with the formal Notice provisions of this agreement. Individual security instruments may be for shorter terms provided they are replaced at least thirty (30) days prior to their expiration. The City may draw down the Security, to pay for the costs of Improvements or as otherwise provided within this Agreement, with a written fourteen (14) day notice and fourteen (14) day right to cure by the Developer, for any violation of the terms of this Agreement or if the Security is to be allowed to lapse prior to the end of the required term or any renewal term. The notice and right to cure provisions shall be void if the Security will expire in less than fourteen (14) days or upon discovery that the Security will not automatically renew. If the Improvements are not completed at least thirty (30) days prior to the expiration of the Security, the City may also draw down. If the Security is drawn down, the proceeds shall be used to cure the default or held until the Developer has completed the Improvements. Upon receipt of proof to the City that any of the Improvements have been satisfactorily completed and financial obligations to the City and Developer's contractors have been satisfied, with City approval the Security may be reduced from time to time by ninety percent (90%)

of the financial obligations that have been satisfied. Ten percent (10%) of the Security shall be retained until all Improvements have been completed, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, and the one (1) year waiting period has expired. The City must approve or deny a request for reduction in the Security within twenty-one (21) days after receipt of proof satisfactory to the City as provided above.

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

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

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

A. Park Dedication Fee. Developer has paid a cash contribution of \$80,000 in lieu of land dedication in order to satisfy the park dedication requirement with respect to the Project.

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

22. FIXTURE INSTALLATION, ACCEPTANCE AND WARRANTY

A. The Developer shall be responsible for the cost and installation of public improvement such as street and parking lot lighting, street signs and traffic signs consistent with the Plans and specifications approved by the City. Before the City releases the Final Plat for recording, the Developer shall execute this Agreement and deposit the Security. The estimated cost of the Improvements (street and parking lot lighting, street signs and traffic signs installation) is set forth in the attached table, Exhibit D.

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

C. The Developer warrants all Improvements required to be constructed by it pursuant to this Agreement against poor material and faulty workmanship. The warranty period for underground utilities is two years from the date of acceptance by the City. If one contractor

installs all Improvements, the warranty period shall commence after the final wear course has been completed and the City has accepted the streets. If streets and underground utilities are installed by separate contractors, the two (2) year warranty period on underground utilities shall commence following their completion and acceptance by the City. The Developer or its contractor, at their option, shall post maintenance bonds in the amount of thirty-five percent (35%) of final construction costs or maintain the Security in an amount equal to 35% of the total cost of the Improvements, to secure the warranties. The City standard specifications for utilities and street construction identify the procedures for final acceptance of streets and utilities.

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

E. The Developer shall submit the Final Plat in electronic format. The electronic format shall be either AutoCAD, .DWG file or a .DXF file using Anoka County coordinates. The Developer shall also submit one complete set of reproducible construction plans on mylar and two sets of as-constructed prints on paper (22 x 34).

23. DEVELOPER'S DEFAULT. In the event of default by the Developer as to any of the work to be performed by it hereunder, and, except in the case of an emergency, such default remains outstanding for thirty (30) days after delivery of written notice of default from City to Developer, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than 48 hours in advance. This Agreement is a license for the City to act, and it shall not be

necessary for the City to seek a Court order for permission to enter the Plat. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

24. MISCELLANEOUS.

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

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

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

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

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

F. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the subject property and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the property; that

there are no unrecorded interests in the property being developed; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

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

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

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

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

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

Lexington Leased Housing Associates I, LLLP
Attention: Ryan Lunderby
2905 Northwest Blvd Suite 150
Plymouth, Minnesota 55441

with a copy to:

Winthrop & Weinstine, P.A.
Attention: John Stern and Scott Jahnke
225 South Sixth St., Suite 3500
Minneapolis, Minnesota 55402.

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

Lexington City Hall
9180 Lexington Avenue
Lexington, Minnesota 55014

With a copy to:

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

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

SIGNATURE PAGE TO SUBDIVISION AGREEMENT
The Landings of Lexington

CITY OF LEXINGTON

BY: _____
Mark Kurth, Mayor

AND _____
Bill Patracek, City Administrator

[REMAINDER OF PAGE LEFT BLANK]

**SIGNATURE PAGE TO SUBDIVISION AGREEMENT
The Landings of Lexington**

DEVELOPER:

LEXINGTON LEASED HOUSING ASSOCIATES I, LLLP

BY: Lexington Leased Housing Associates SPE I, LLC
ITS: General Partner

BY: _____
Ryan Lunderby, Vice President

[REMAINDER OF PAGE LEFT BLANK]

**EXHIBIT "A" TO SUBDIVISION AGREEMENT
The Landings of Lexington**

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

PARCEL 1:

Lots Nine (9) and Ten (10), Block One (1), Lexington Park, Anoka County, according to the map or plat thereof on file and of record in the office of the Registrar of Titles in and for said County and State.

Lots Eleven (11) and Twelve (12), Block One (1), Lexington Park, Anoka County, according to the map or plat thereof on file and of record in the Office of the Registrar of Titles in and for said County and State.

AND

The South 218 feet of the North 1285 feet of the East 200 feet of the Southeast Quarter (SE1/4) of Section Twenty-six (26), Township Thirty-one (31), Range Twenty-three (23), Anoka County, Minnesota.

EXCEPT those parts conveyed to the County of Anoka for highway purposes by Warranty Deed dated July 14, 1999, filed August 2, 1999, as Document No. 339118, and described as follows:

The East 43.00 feet of the following described property:

The South 218 feet of the North 1285 feet of the East 200 feet of the Southeast Quarter of Section 26, Township 31, Range 23, Anoka County, Minnesota.

The East 10.00 feet of the following described property:
Lot 10, Block 1, Lexington Park, Anoka County, Minnesota.

The East 10.00 feet of the following described property:
Lot 9, Block 1, Lexington Park, Anoka County, Minnesota.

Torrens Property

PARCEL 2:

Lot 8, Block 1, Lexington Park, except the East 10 feet of Parcel 4, Anoka County Highway Right-of-Way Plat No. 54.

Anoka County, Minnesota
Torrens Property

UPON RECORDATION OF THE FINAL PLAT, TO BE KNOWN AS:

Lot 1, Block 1, Landings of Lexington.

Anoka County, Minnesota
Torrens Property

[REMAINDER OF PAGE LEFT BLANK]

EXHIBIT "B" TO SUBDIVISION AGREEMENT
The Landings of Lexington
IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

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

Dear Sir or Madam:

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

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 20__, of (Name of Bank) ";
- b) Be signed by the Mayor or City Administrator of the City of Lexington.
- c) Be presented for payment at (Address of Bank) **1, on or before 4:00 p.m. on November 30, 2022.

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

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

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

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

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

BY: _____
Its _____

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

**EXHIBIT "C" TO SUBDIVISION AGREEMENT
CERTIFICATE OF INSURANCE
[DDA TO CONFIRM OK WITH INSURANCE PROVIDERS]**

PROJECT:

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

INSURED:

ADDITIONAL INSURED: City of Lexington

AGENT:

WORKERS' COMPENSATION:

Policy No. _____

Effective Date: _____

Expiration Date: _____

Insurance Company:

COVERAGE - Workers' Compensation, Statutory.

GENERAL LIABILITY:

Policy No. _____

Effective Date: _____

Expiration Date: _____

Insurance Company:

☐ Claims Made

☐ Occurrence

LIMITS: [Minimum]

Bodily Injury and Death:

\$500,000 for one person

\$1,000,000 for each occurrence

Property Damage:

\$200,000 for each occurrence

-OR-

Combination Single Limit Policy

\$1,000,000 or more

COVERAGE PROVIDED:

Operations of Contractor: YES

Operations of Sub-Contractor (Contingent): YES

Does Personal Injury Include Claims Related to Employment? YES

Completed Operations/Products: YES

Contractual Liability (Broad Form): YES

Governmental Immunity is Waived: YES

Property Damage Liability Includes:

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

AUTOMOBILE LIABILITY:

Policy No. _____

Effective Date: _____

Expiration Date: _____

Insurance Company:

(X) Any Auto

LIMITS: [Minimum]

Bodily Injury:

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

Property Damage:

\$500,000 each occurrence

-OR-

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

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

If so, list:

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

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

Dated at _____

On

BY: _____
Authorized Insurance Representative

**EXHIBIT “D” TO SUBDIVISION AGREEMENT
The Landings of Lexington Addition**

16231132v6

(Top 3 inches reserved for recording data)

WARRANTY DEED
Business Entity to Business Entity

Minnesota Uniform Conveyancing Blanks
Form 10.1.9 (2013)

eCRV number: _____

DEED TAX DUE: \$ _____

DATE: _____
(month/day/year)

FOR VALUABLE CONSIDERATION, City of Lexington, Minnesota

a municipality under the laws of Minnesota ("Grantor"),
hereby conveys and warrants to Lexington Leased Housing Associates I, LLLP
(insert name of Grantee)

a limited liability limited partnership under the laws of Minnesota ("Grantee"),
real property in Anoka County, Minnesota, legally described as follows:
See Exhibit A

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

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:
See Exhibit B

Check applicable box:

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

Grantor

(name of Grantor)

By: _____
(signature)

Its: _____
(type of authority)

By: _____
(signature)

Its: _____
(type of authority)

State of Minnesota, County of _____

This instrument was acknowledged before me on _____, by _____
(month/day/year) (name of authorized signer)

_____ as _____
(type of authority)

and by _____
(name of authorized signer)

as _____ of _____
(type of authority) (name of Grantor)

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS
INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)

EXHIBIT A
(Legal Description)

Lots Nine (9) and Ten (10), Block One (1), Lexington Park, Anoka County, according to the map or plat thereof on file and of record in the office of the Registrar of Titles in and for said County and State.

Lots Eleven (11), and Twelve (12), Block One (1), Lexington Park, Anoka County, according to the map or plat thereof on file and of record in the Office of the Registrar of Titles in and for said County and State.

AND

The South 218 feet of the North 1285 feet of the East 200 feet of the Southeast Quarter (SE1/4) of Section Twenty-six (26), Township Thirty-one (31), Range Twenty-three (23), Anoka County, Minnesota.

EXCEPT those parts conveyed to the County of Anoka for highway purposes by Warranty Deed dated July 14, 1999, filed August 2, 1999, as Document No. 339118, and described as follows:

The East 43.00 feet of the following described property:

The South 218 feet of the North 1285 feet of the East 200 feet of the Southeast Quarter of Section 26, Township 31, Range 23, Anoka County, Minnesota.

The East 10.00 feet of the following described property:
Lot 10, Block 1, Lexington Park, Anoka County, Minnesota.

The East 10.00 feet of the following described property:
Lot 9, Block 1, Lexington Park, Anoka County, Minnesota.

Torrens Property

Exhibit B
(Permitted Exceptions)

1. Terms and conditions of Highway Easement dated September 9, 1985, filed October 7, 1985, as Document No. 145396.
2. Right-of-way of County State Aid Highway No. 17, as shown on Anoka County Highway Right-of-Way Plat No. 54 dated April 3, 1997, filed April 3, 1997, as Document No. 294551.
3. Subject rights of others as evidenced by the following matters as shown on the survey prepared by Loucks dated October 16, 2017, last revised _____, and identified as Project No. 17503:
 - a. Telephone line crosses the southeasterly boundary of the Land without the benefit of an easement.