# AGENDA CITY OF LEXINGTON REGULAR COUNCIL MEETING DECEMBER 21, 2017–7:00 P.M. 9180 LEXINGTON AVENUE

#### 1. CALL TO ORDER: - Mayor Kurth

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

#### 2. CITIZENS FORUM

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

#### 3. APPROVAL OF AGENDA WITH CHANGES AND CORRECTIONS

#### 4. LETTERS AND COMMUNICATIONS:

A.	Planning & Zoning meeting minutes - December 12, 2017	pp. 1-4	
В.	North Metro TV – November 2017 Update		
C.	Centennial Lakes Police Department Media Reports		
	• 12-2-2017 through 12-6-2017	pp. 11-13	
	• 12-7-2017 through 12-13-2017	рр. 14-16	

#### 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.

#### 5. CONSENT ITEMS:

A.	Recommendation to Approve Council Minutes:	
	Council Meeting – December 7, 2017	pp. 17-20
B.	Recommendation to Approve Claims and Bills:	pp. 21-31

Check #'s 13558through 13559 Check #'s 42857 through 42913 Check #'s 11721 through 11735

- C. Financial Reports
  - Cash Balances

pp. 32

Fund Summary – Budget to Actual

pp. 33-35

D. Recommendation to Approve Quad Community Press request as Official Newspaper for 2018

pp. 36

#### **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.

#### 6. ACTION ITEMS:

A. Planning Commission recommendation to approve the Preliminary Plat involving property I.D. #35-31-23-13-0034; # 35-31-23-13-0054; #35-31-23-13-0032; and # 35-31-23-13-0051 properties to create a new parcel Lot 1 — Block 1 (2.61 acres) to accommodate the proposed Ephesians apartment campus.

pp. 37-52

B. Planning Commission recommendation to approve Ordinance 17-32 – A Resolution of the City Council of Lexington, Minnesota Approving Planned Unit Development for 89 Lexington Lakes, LLC (Tim & Karen Harmsen) to operate two apartment buildings

pp. 53-59

C. Planning Commission recommendation to approve Resolution 17-34 Conditional Use Permit for 89 Lexington Lakes, LLC (Tim & Karen Harmsen) to operate two apartment buildings subject to the conditions of this permit.

pp. 60-63

D. Recommendation to approve Resolution 17-35 – A Summary Publication of the Ephesians Conditional Use permit/Planned Unit Development

pp. 64

E. Recommendation to approve Resolution 17-36 – A Resolution approving a vacation of an easement for 89 Lexington Lakes, LLC (Tim & Karen Harmsen) to operate two apartment buildings

pp. 65-67

F. Recommendation to approve a development /subdivision agreement by and between the City of Lexington and 89 Lexington Lakes, LLC (Dinkytown Rentals) for the purpose of constructing the Ephesians Apartment Campus

G. Recommendation to approve Resolution 17-33 - A Resolution calling for a public hearing for a housing finance program and giving preliminary approval to the issuance of Housing Facility Revenue Bonds to finance a Multi-Family Housing project pursuant to Minnesota Law, and authorizing the publication of notice of the hearing (Lexington Apartment/Lovell Building Project).

pp. 101-108

- A. MAYOR AND COUNCIL INPUT
- B. ADMINISTRATOR INPUT
- C. ADJOURNMENT

/mv



# MINUTES PUBLIC HEARING

&

# REGULAR PLANNING COMMISSION MEETING December 12, 2017 - 7:00 P.M. 9180 Lexington Avenue, Lexington, MN

#### 1. CALL TO ORDER

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

Chairperson Olsson called to order the Public Hearing on Decemeber 12, 2017 at 7:00 p.m. Commissioners Present: John Bautch, John O'Neil, Ron Thorson and Mark Vanderbloomer. Also present: John Hughes, Councilmember; Bill Petracek, City Administrator; Kurt Glaser, City Attorney; Representatives from DinkyTown Rentals, LLC.; Steve Winter, City Engineer and Chris Janson, City Planner – MSA Consultants; Gary Grote, Fire Chief.

2. PUBLIC HEARING – The purpose of the Public Hearing is to consider a request for a Preliminary Plat review according to Lexington City Code Chapter Subdivision Regulations (Platting) Section 12.10 to replat the following properties for creating a new parcel Lot 1 – Block 1 (2.61 acres) to accommodate the proposed Ephesians apartment campus:

#### **Legal Description:**

**Parcel #1**: Lot 24 Lexington Park 2<sup>nd</sup> Addition (Property I.D. #35-31-23-13-0034 – 8925 Syndicate Ave. And;

**Parcel #2**: LEXINGTON PARK 2ND ADDITION THE W 150 FT OF LOT 38(SUBJ TO EASE RESERVATIONS & RESTRICTIONS OF RECORD IF A NY) (Property I.D. # 35-31-23-13-0054) — No address assigned. And;

Parcel #3: LEXINGTON PARK 2ND ADDITION LOT 23 LEXINGTON PARK 2ND ADD (SUBJ TO 5 FT EASE FOR PUB UTIL) (EX E 33 FT THEREOF (Property I.D. #35-31-23-13-0032) -8941 Syndicate Ave. Lexington, 55014. And;

Parcel #4: LOT 37 LEXINGTON PARK 2ND ADD EX E 131 FT THEREOF SUBJ TO EASE OF REC EX RD- (Property I.D. # 35-31-23-13-0051) - No address assigned.

Chris Janson, MSA Consultants, summarized his staff report regarding the recommendations for the preliminary plat submitted by Dinkytown Rentals to accommodate the Ephesians Apartment Campus.

Janson discussed the current site and provided an aerial view of the proposed plat. He further explained the current zoning requirements for the proposed plat and how the proposed Planned Unit Development will accommodate the proposed Ephesians Development regarding the current zoning regulations for the property. Discussion ensued.

No residents were present at the public hearing to address the Planning & Zoning Commission.

#### 3. ADJOURNMENT PUBLIC HEARING

A motion was made by Olsson to close the public hearing at 7:12 p.m. Bautch seconded the motion. Motion carried 5-0.

#### REGULAR PLANNING COMMISSION MEETING

- 1. CALL TO ORDER
- B. Roll Call: Chairperson Olsson, Commissioners Bautch, O'Neil, Thorson and Vanderbloomer

Chairperson Olsson called to order the Regular Planning Commission meeting on December 12, 2017 at 7:12 p.m. Commissioners Present: John Bautch, John O'Neil, Ron Thorson and Mark Vanderbloomer. Also present: John Hughes, Councilmember; Bill Petracek, City Administrator; Kurt Glaser, City Attorney; Representatives from DinkyTown Rentals, LLC.; Steve Winter, City Engineer and Chris Janson, City Planner – MSA Consultants; Gary Grote, Fire Chief.

2. CITIZENS FORUM

No citizens were present to address the Planning Commission

3. APPROVAL OF AGENDA WITH CHANGES AND CORRECTIONS

A motion was made by Olsson to approve the agenda as typewritten. Thorson seconded the motion. Motion carried 5-0.

4. LETTERS AND COMMUNICATION
A. Building Permits for November 2017

Some discussion on Broadview Builders building permit.

#### 5. APPROVAL OF PLANNING COMMISSION MINUTES

A. November 14, 2017

A motion was made by Vanderbloomer to approve the November 14, 2017 Planning Commission minutes with corrections. O'Neill seconded the motion. Motion carried 5-0.

#### 6. DISCUSSION ITEM:

A. Recommendation to City Council to approve the Conditional Use Permit for 89 Lexington Lakes, LLC (Tim & Karen Harmsen) to operate two apartment buildings subject to the conditions of this permit.

Attorney Glaser provided a detailed explanation of the proposed Conditional Use Permit (CUP). Glaser explained that there are still some outstanding items that were discussed at the staff meeting earlier in the day that need to be incorporated into the CUP. Discussion ensued.

A motion was made by Olsson to recommend to the City Council approval of the Conditional Use Permit for 89 Lexington Lakes, LLC (Tim & Karen Harmsen) to operate two apartment buildings subject to the conditions of this permit with discussion items to be incorporated into the document by the City Attorney. O'Neill seconded the motion. Motion carried 5-0.

B. Recommendation to City Council to approve Ordinance 17-32 – A Resolution of the City Council of Lexington, Minnesota Approving Planned Unit Development

Ken Piper, Tanek, provided an overview of the current draft of the proposed version of the Planned Unit Development for the Ephesians Apartment Campus.

Piper provided a powerpoint presentation on:

- 1. Landscape Plan
- 2. Performance standards
- 3. Fire access lane
- 4. Sprinkler system for existing building
- 5. Parking
- 6. Signage and principal structure.

#### Discussion ensued.

A motion was made by Olsson to recommend to the City Council the approval of Ordinance 17-32 — A Resolution of the City Council of Lexington, Minnesota Approving Planned Unit Development with changes to be incorporated by the City Attorney. Vanderbloomer seconded the motion. Motion carried 5-0.

C. Recommendation to City Council to approve the Preliminary Plat involving property I.D. #35-31-23-13-0034; # 35-31-23-13-0054; #35-31-23-13-0032; and # 35-31-23-13-0051 properties to create a new parcel Lot 1 – Block 1 (2.61 acres) to accommodate the proposed Ephesians apartment campus.

A motion was made by Olsson to recommend to the City Council the approval of the Preliminary Plat involving property I.D. #35-31-23-13-0034; # 35-31-23-13-0054; #35-31-23-13-0052; and # 35-31-23-13-0051 properties to create a new parcel Lot 1 – Block 1 (2.61 acres) to accommodate the proposed Ephesians apartment campus. Bautch seconded the motion. Motion carried 5-0.

- 7. NOTE COUNCIL MINUTES:
  - A. November 2, 2017
  - B. November 16, 2017

Some discussion on November 2<sup>nd</sup> and November 16th Council minutes.

8. PLANNING COMMISSION INPUT

Petracek provided an update on the Lovell Building process. Discussion ensued.

9. ADJOURNMENT

O'Neill made a motion to adjourn at 8:48 p.m. Olsson seconded the motion. Motion carried 5-0.

# North Metro TV

## November 2017 Update

### Program Production

In November, a total of **78 new programs** were produced utilizing the North Metro facilities, funds, and services. This constitutes **59:30:00** hours of new programming.

- 38 programs were produced by the public
- 17 programs were produced by NMTV staff
- 23 programs were produced by City staff



#### Van Shoots

The HD truck was used for **12::45:00** hours of production. Events produced live and recorded for additional playbacks include:

- Football: 6A Playoffs: Edina vs. Centennial
- Veteran's Day Program at Blaine High School



#### Workshops

Workshop	Instructor	Organization	Students
Blue Screen	Eric Houston	Video Club	12
Special Production Series	Eric Houston	Blaine/Ham Lake Girl	13
Class 8		Scouts	
Studio A	Eric Houston	General Public	1
Editing	Eric Houston	General Public	10
Blue Screen	Eric Houston	General Public	1
Studio A	Eric Houston	General Public	9
Connecting Anoka County	Eric Houston	Video Club	2
Editing	Eric Houston	General Public	1
Movie Night	Eric Houston	Video Club	6
Studio A	Eric Houston	Blaine High School BPA	3
Studio A	Eric Houston	General Public	8
Special Production Series	Eric Houston	Blaine/Ham Lake Girl	2
Class 8		Scouts	9
12 Workshops			66 Students

#### Home Movie Transfers

Home movie transfers have become one of our most popular services. Residents can transfer their family videos themselves for free, or pay NMTV to do it. NMTV can also transfer film, slides, and photos for a fee.

Month	Hours Transferred	Tapes	Film Reels	DVDs	Photos/ Slides	Fees Paid
January	205.75	58	174	46	80	\$675
February	165.75	65	41	14	672	\$411
March	131.5	41	98	45	0	\$305
April	118.5	60	34	40	0	\$157.50
May	192.25	81	58	16	473	\$215
June	207.5	70	26	65	0	\$274.50
July	179.25	83	5	41	208	\$545
August	132.5	59	69	17	0	\$838
September	166.75	61	45	22	30	\$484
October	301.25	75	150	60	2,881	\$737
November	281.5	99	124	17	3,416	\$1,581
TOTAL:	2,082.5	752	824	383	7,760	\$6,223.00

#### Public Usage Stats

For statistical purposes, the public access department documents total numbers of unique individuals and total hours of usage of the facility by the general public, every month. These numbers include regular users, class participants, individuals transferring videos, people who attend events, and any other public usage of the facility. The numbers do not take into account the many members of the public who work with any other NMTV department, such as news, sports, outreach, or educational.

Month	Unique Individuals	Total Usage Hours
January	67	523.5
February	74	461.75
March	*54	476.75
April	71	326.5
May	106	665
June	95	511.25
July	75	459.5
August	80	501.75
September	85	516.5
October	106	665.5
November	112	634.75
TOTAL PUBLIC USAGE:		5,742.75

### Production Highlights

#### NMTV News Highlights

Each week Danika Peterson and Ben Hayle create a news program that highlights events, people, issues, and information important to citizens of our Member Cities. Some November highlights include:

- · Protecting Yourself From Mail Theft
- Human Trafficking Hits Home
- · Anoka Hennepin Voters Increase Funding



- Have Lunch With A Naturalist at Wargo Nature Center
- Your City Staff: Shelley Johnson, Director, Mary Ann Young Senior Center
- Your City Staff: Erik Thorvig, Blaine Economic Development Coordinator
- Your City Staff: Kay Okey and John Angell Spring Lake Park Parks and Recreation Staff

In addition to daily playbacks of North Metro TV News on the cable systems, there are over 440 local stories archived for viewers on the NMTV YouTube page. The page can be accessed through the northmetroty.com website.

#### Sports Den Finale

The hour-long Sports Den Fall Finale went out live on Monday, November 20th. Once again, the studio was filled with student athletes from Blaine, Centennial, and Spring Lake Park High Schools, The show included highlights from the volleyball, football, and soccer seasons and interviews. Each student athlete was brought onto the set and asked questions about the past season and their future goals. The students will all receive a copy of the program, to thank them for attending and for being a fan of Sports Den.

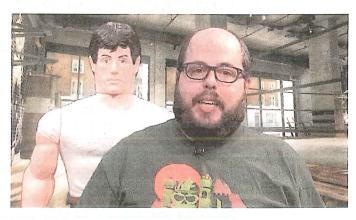


#### Veterans Day Program

The Sports crew took the truck over to Blaine High School to cover the annual Veteran's Day program and to assist the school with technical needs for the audience in the auditorium. Before the event started, they tested the equipment to make sure that audio and video were making it to the overflow crowd. Typically T.J. Tronson tapes the event and then edits a final program. He was unavailable this year, so the Sports crew volunteered to produce the event with the new HD production truck.

#### Blue Screen Class

Studio Manager, Eric Houston, created and taught a class about using the blue screen and chroma key in Studio A. He demonstrated lighting techniques, the actual process of keying on the Carbonite switcher, and showed students what would happen if a blue object or clothing was placed in front of the blue screen. Additional demonstrations included the difficulties of a muti-camera show in front of the blue screen and layering two keys on top of each other as a special effect....like making an action figure appear life sized. The students



really enjoyed learning about different ways to make their shows look unique.

#### Meet Your City Staff

News Team members Danika Peterson and Ben Hayle, continued to produce episodes of their new video series called "Meet Your City Staff." In November they introduced viewers to Shelley Johnson, the Director of the Mary Ann Young Senior Center, Erick Thorvig, Blaine's Economic Development Coordinator, and Kay Okey and John Angell of Spring Lake Park's Park and Recreation Department. The intent is to give the public more insight into the people who make things happen and the processes for getting things done in their communities.



#### City Productions

Municipal Producer, Trevor Scholl, completed one project in November, and put a lot of work into several ongoing projects.

Blaine MN Promo (90 second and 60 second versions)

New and ongoing projects include:

- · Lino Lakes corrections facility piece
- Centerville Mayor's Minutes
- · Blaine Mayor's Minutes
- · Circle Pines Mayor's Minutes
- · Lexington Mayor's Minutes
- · Circle Pines road maintenance project
- · City/School involvement with Superintendant of Centennial Schools
- · A profile on a new juice bar/yoga studio opening in Blaine
- A volunteer dog walker piece for the Animal Humane Society
- Lino Lakes fire recruitment video
- New administrator in Centerville
- Contacted more local businesses regarding doing profiles

Trevor touches base with contacts on a regular basis and also encourages Cities to contact him whenever they have an idea for a new show.

#### Production equipment consulting for cities and schools

#### Rlaine

- 11/16/17: Roark receives new system drawings. Will keep at Blaine City Hall.
- · Centerville
- No equipment assistance requested or required.

#### **Circle Pines**

· No equipment assistance requested or required.

#### Ham Lake

- 11/8/17: Experiencing color bars when trying to view the presentation system. Schedule appt.
- 11/14/17: Experienced a power surge that wiped out scan convertor, the Comcast cable box power supply and a VGA splitter cable. Matt replaced the scan converter and cable box power supply and removed the bad cable. All is now working.
- 11/14/17: Don Krueger asked Matt to look into the fire station projector that isn't working.
   Matt documented all of the equipment and began troubleshooting solutions.
- 11/15/17: Matt determined that the 4x4 HDMI router wasn't passing a signal. He ordered a connector pair to get the video signal to flow over RJ45 network cable.
- 11/15/17: Don Krueger requested taht Matt look into getting the fire station set up as a back-up for council meetings and to get prices for a Makito X.
- 11/21/17: Issues with council meeting broadcast. The operator during the meeting noticed graphics pop on the air during the live broadcast of the November 20 Council meeting. Tried to get the live signal back on but nothing worked. Reason undetermined but system currently working fine.
- 11/27/17: The Ham Lake fire projector was fixed by ordering an HDMI over Catx transmitter and receiver. The rack mounted HDMI router is no longer functioning. Lexington
- No equipment assistance requested or required.

#### Lino Lakes

 11/2017: HD upgrade install scheduled with Alpha for December 12th. Matt will be present.

#### **Spring Lake Park**

- 11/1/17: Don Cole from Broadcast Pix was in town for the Alpha Expo. He came to NMTV for a tour of our facility and then Matt and he went to Spring Lake Park. He installed the new switcher update. The switcher could not control the cameras over a serial connection. Matt logged into the camera with his laptop and re-set the IP addresses. Then he connected it to the RJ45 port on the back of the chassis and the cameras to the correct address and established a connection over ethernet. To remedy the situation Matt will need to run network cable from each camera to the Broadcast Pix switcher and plug then into a 1G switch along with the panel.
- 11/6/17: Tried using existing serial cable and converting it to RJ45 network. Camera 4 is working great. Camera 3 is having cycling connectivity issues. Will order more convertors to see it that is the issue.
- 11/6/17: Updated all of Wanda's presets so the new presets cut to the camera after it moves from location to location to avoid seeing movement on air.
- 11/20/17: Camera 3 is working. The reboot may have fixed problem.
- 11/27/17: Meeting transmission issues. Restarted Makito X and it fixed the problem.

## City Channel 16 Playback Stats

City	Number of Times Programs Played	Hours Programmed on Channel
Blaine	177	228:22:45
Centerville	76	102:08:32
Circle Pines	149	88:07:11
Ham Lake	99	77:48:38
Lexington	100	46:34:30
Lino Lakes	110	108:43:16
Spring Lake Park	110	94:23:11
Totals:	821 Program Playbacks	746:08:03 Hours of Video Programming on Channels

## Programs Produced by the Public

Title	Producer	Runtime
Connecting Anoka County	Julie Jeppson/Eric Houston	00:12:12
Your MN Moose!	Laurie Sigler	04:57:47
Off Constantly: Thanksgiving	David Bauer	00:34:01
Off Constantly Promo	David Bauer	00:00:34
Sloan Sez: Episode 3	Danika Peterson	00:19:55
Toastmasters Live	Sue Thomas	00:54:04
Toastmasters Live	Kent L. Hawks	00:39:45
Toastmasters Live (2 episodes)	Lee Howard	01:22:57
Bad Movie Bros (2 episodes)	Video Club	01:15:46
Every Movie Ever Made (6 episodes)	Ben Daniels/Ryan Frieundschuh, Gavin Van Trease/Eric Houston	02:26:23
Cornerstone Church (2 episodes)	Rick Bostrom	00:51:18
The Power of Love (4 episodes)	Rick Larson	02:00:00
LovePower (3 episodes)	Ann Sandell	03:00:00
Rice Creek Watershed District Meeting	Theresa Stasica	01:08:00
Oak Park Moments (9 episodes)	David Turnidge	05:15:04
Hope Church (2 episodes)	Cindy Hardy	01:18:03
38 New Programs		22:15:49 New Hours

## Programs Produced by NMTV Staff

Title	Producer	Runtime
Anoka County Board Meeting (11/14/17)	T.J. Tronson	00:17:16
Anoka County Board Meeting (11/29/17)	T.J. Tronson	01:06:51
Will Steger - Eyewitness to Climate Change	T.J. Tronson	01:09:31
NMTV News (3 episodes)	Danika Peterson/Ben Hayle	01:07:48
Your City Staff: Shelley Johnson	Danika Peterson/Ben Hayle	00:04:25
Your City Staff: Erik Thorvig	Danika Peterson/Ben Hayle	00:04:22
Your City Staff: SLP Parks and Rec	Danika Peterson/Ben Hayle	00:04:44
North Metro Mayor's Association: 30 Years of Collaboration	Danika Peterson/Ben Hayle	00:03:52
Blaine MN Promo	Trevor Scholl	00:01:30
Veteran's Day Program at Blaine HS	Kenton Kipp/J. Millington	01:26:55
Football: 6A Playoffs: Edina/Centennial	Kenton Kipp/J. Millington	01:59:38

Title cont.	Producer cont.	Runtime cont.
Girls Hockey: Maple Grove/Centennial	Kenton Kipp/J. Millington	01:24:30
Sports Den (2 episodes)	Kenton Kipp/J. Millington	00:59:13
Sports Den Fall Finale	Kenton Kipp/J. Millington	00:58:45
17 New Programs		10:49:20 New Hours

## Programs Produced by City Staff

Title	Producer	Runtime
Blaine City Council Meeting (11/2/17)	Blaine Staff	00:58:41
Blaine Traffic Commission Meeting (11/7/17)	Blaine Staff	00:50:51
Blaine Planning Commission Meeting (11/14/17)	Blaine Staff	01:56:42
Blaine City Council Meeting (11/16/17)	Blaine Staff	01:29:52
Blaine Natural Resources Conservation Board Meeting (11/21/17)	Blaine Staff	01:19:44
Blaine Park Board Meeting (11/28/17)	Blaine Staff	00:50:24
Centerville City Council Meeting (11/8/17)	Centerville Staff	02:10:35
Circle Pines City Council Meeting (11/14/17)	Circle Pines Staff	00:26:24
Circle Pines Utility Commission Meeting (11/15/17)	Circle Pines Staff	00:06:34
Circle Pines Planning Commission Meeting (11/20/17)	Circle Pines Staff	01:01:48
Circle Pines City Council Meeting (11/28/17)	Circle Pines Staff	00:34:33
Ham Lake City Council Meeting (11/6/17)	Ham Lake Staff	00:52:32
Ham Lake City Council Meeting (11/20/17)	Ham Lake Staff	01:26:56
Ham Lake Planning Commission Meeting (11/27/17)	Ham Lake Staff	00:05:12
Lexington City Council Meeting (11/2/17)	Lexington Staff	00:11:45
Lexington City Council Meeting (11/16/17)	Lexington Staff	00:26:08
Lino Lakes Planning & Zoning Commission Meeting (11/8/17)	Lino Lakes Staff	03:55:40
Lino Lakes City Council Meeting (11/13/17)	Lino Lakes Staff	01:01:34
Lino Lakes City Council Meeting (11/27/17)	Lino Lakes Staff	01:35:52
Lino Lakes Environmental Board Meeting (11/29/17)	Lino Lakes Staff	02:45:52
Spring Lake Park City Council Meeting (11/6/17)	Spring Lake Park Staff	00:43:17
Spring Lake Park City Council Meeting (11/20/17)	Spring Lake Park Staff	00:35:42
Spring Lake Park Planning Commission Meeting (11/27/17)	Spring Lake Park Staff	00:52:32
23 New Programs		26:19:12 New Hours

If you have any questions or comments regarding this monthly report please contact Heidi Arnson at 763.231.2801 or harnson@northmetrotv.com.

#### Centennial Lakes Police Department Media Report 12/2/17 through 12/6/17

CASE NUMBER:

17278010

**CASE DESCRIPTION:** 

**VEHICLE-STOLEN** 

INCIDENT DATE:

12/2/17

INCIDENT LOCATION:

92XX LAKE DR, LEXINGTON, MN

NARRATIVE:

A VEHICLE WAS STOLEN FROM THE 9200 BLOCK OF LAKE DRIVE.

ACTIVE.

**CASE NUMBER:** 

17278574

CASE DESCRIPTION:

**VEHICLE-LOCKOUT** 

INCIDENT DATE:

12/3/17

INCIDENT LOCATION:

CIRCLE PINES, MN

NARRATIVE:

CASE NUMBER:

17278438

CASE DESCRIPTION:

DOMESTIC-VERBAL

INCIDENT DATE:

12/3/17

**INCIDENT LOCATION:** 

7XX VILLAGE PKWY, CIRCLE PINES, MN

NARRATIVE:

DOMESTIC: OFFICERS RESPONDED TO THE 700 BLOCK OF VILLAGE

PARKWAY FOR A VERBAL DOMESTIC IN PROGRESS. UPON ARRIVAL, BOTH PARTIES SEPARATED AND IT WAS DETERMINED NO CRIME HAD OCCURRED.

MALE HALF LEFT FOR THE DAY. CLEARED.

**CASE NUMBER:** 

17279105

CASE DESCRIPTION:

VEHICLE-RECOVERED STOLEN

INCIDENT DATE:

12/4/17

**INCIDENT LOCATION:** 

6XX CIVIC HEIGHTS DR, CIRCLE PINES, MN

NARRATIVE:

BUSINESS ON CIVIC HEIGHTS DR REPORTED A SUSPICIOUS VEHICLE. VEHICLE WAS A CONFIRMED STOLEN FROM ANOTHER AGENCY, VEHICLE

TOWED TO TWIN CITIES TOWING.

CASE CLOSED.

**CASE NUMBER:** 

17279073 THEFT

CASE DESCRIPTION: INCIDENT DATE:

12/4/17

**INCIDENT LOCATION:** 

4XX VILLAGE PKWY, CIRCLE PINES, MN

NARRATIVE:

RESIDENT ON VILLAGE PKWY REPORTED A DELAYED THEFT OF AN IPAD.

CASE ACTIVE.

CASE NUMBER:

17278954

CASE DESCRIPTION:

**ANIMAL COMPLAINT** 

INCIDENT DATE:

12/4/17

INCIDENT LOCATION:

2X WEST GOLDEN LAKE RD, CIRCLE PINES, MN

NARRATIVE:

OFFICERS RESPONDED TO THE 20 BLOCK OF WEST GOLDEN LAKE RD FOR A

DOG BITE REPORT.

CLEAR.

**CASE NUMBER:** 

17279071

**CASE DESCRIPTION:** 

NO INSURANCE

**INCIDENT DATE:** 

12/4/17

**INCIDENT LOCATION:** 

LOVELL RD / HAMLINE AVE, LEXINGTON, MN

NARRATIVE:

OBSERVED A VEHICLE WITH AN INOPERABLE BRAKE LIGHT ON 95TH AVE AND

LOVELL RD. DRIVER CITED FOR NO INSURANCE AND DRIVING AFTER

SUSPENSION.

CASE NUMBER:

17279557

CASE DESCRIPTION:

**VEHICLE-STOLEN** 

INCIDENT DATE:

12/4/17

INCIDENT LOCATION:

CIRCLE PINES, MN

NARRATIVE:

STOLEN VEHICLE.

DISPATCHED TO 0 BLOCK OF SHADY WAY ON A STOLEN VEHICLE REPORT.

PENDING FURTHER FOLLOW UP.

CASE NUMBER:

17279767

CASE DESCRIPTION:

DOMESTIC 12/5/17

INCIDENT DATE:

INCIDENT LOCATION:

71XX PROGRESS RD, CENTERVILLE, MN

NARRATIVE:

POLICE MEDIATED A DOMESTIC DISPUTE IN THE 7100 BLOCK OF PROGRESS

ROAD.

CASE NUMBER:

17280482

**CASE DESCRIPTION:** 

**EMERGENCY MEDICAL HOLD** 

INCIDENT DATE:

12/5/17

INCIDENT LOCATION:

CIRCLE PINES, MN

NARRATIVE:

OFFICERS WERE DISPATCHED TO A MEDICAL EMERGENCY ON THE 1 BLOCK

OF CENTRAL ST. THE PATIENT WAS TAKEN TO THE HOSPITAL BY

AMBULANCE.

**CASE NUMBER:** 

17280035

CASE DESCRIPTION:

**ASSIST OTHER** 

INCIDENT DATE:

12/5/17

**INCIDENT LOCATION:** 

LINO LAKES, MN

NARRATIVE:

CASE NUMBER:

17279903

CASE DESCRIPTION:

ACCIDENT-MV PD

INCIDENT DATE:

12/5/17

INCIDENT LOCATION: NARRATIVE:

90XX SOUTH SERVICE DR, LEXINGTON, MN

POLICE WERE DISPATCHED TO A MOTOR VEHICLE ACCIDENT AT LAKE DRIVE AND GRIGGS AVE. UPON ARRIVAL, POLICE MET WITH A MALE AND A FEMALE. POLICE WERE ABLE TO GATHER INFORMATION FROM BOTH PARTIES, BOTH

PARTIES LEFT WITHOUT INCIDENT.

**CLEARED** 

CASE NUMBER:

17279469

**CASE DESCRIPTION:** 

ACCIDENT-MV PD

INCIDENT DATE:

12/4/17

**INCIDENT LOCATION:** 

EAST GOLDEN LAKE RD/WEST GOLDEN LAKE RD, CIRCLE PINES, MN

NARRATIVE:

PROPERTY DAMAGE ACCIDENT

OFFICERS RESPONDED TO A PROPERTY DAMAGE ACCIDENT AT THE INTERSECTION OF WEST GOLDEN LAKE ROAD AND EAST GOLDEN LAKE

ROAD. A REPORT WAS TAKEN.

CLEARED.

**CASE NUMBER:** 

17279430

CASE DESCRIPTION:

DOMESTIC

**INCIDENT DATE:** 

12/4/17

**INCIDENT LOCATION:** 

3XX NOTTINGHAM DR, CIRCLE PINES, MN

NARRATIVE:

DOMESTIC.

DISPATCHED TO 300 BLOCK OF NOTTINGHAM DR ON A VERBAL DOMESTIC.

MALE SENT TO DETOX.

**CASE NUMBER:** 

17279341

CASE DESCRIPTION:

DOMESTIC-VERBAL

**INCIDENT DATE:** 

12/4/17

INCIDENT LOCATION:

39XX RESTWOOD RD, LEXINGTON, MN

NARRATIVE:

DOMESTIC

OFFICERS RESPONDED TO A VERBAL DOMESTIC IN THE 3900 BLOCK OF

RESTWOOD RD. OFFICERS MEDIATED.

CLEARED.

**CASE NUMBER:** 

17279278

CASE DESCRIPTION:

**INFORMATION** 

INCIDENT DATE:

12/4/17

INCIDENT LOCATION:

5X NORTH RD, CIRCLE PINES, MN

NARRATIVE:

DRUG TAKE BACK BOX.

**CASE NUMBER:** 

17280528

CASE DESCRIPTION:

ASSIST OTHER AGENCY

INCIDENT DATE:

12/5/17

INCIDENT LOCATION:

LINO LAKES, MN

NARRATIVE:

ASSISTED LINO LAKES PD ON POSSIBLE SHOOTING.

#### **Centennial Lakes Police Department**

#### Media Report

12/7/17 through 12/13/17

**CASE NUMBER:** 

17281661

CASE DESCRIPTION:

ACCIDENT-MV PI

INCIDENT DATE:

12/7/17

**INCIDENT LOCATION:** 

CIRCLE PINES, MN

**NARRATIVE:** 

MV PERSONAL INJURY ACCIDENT

OFFICERS SAW A RECREATIONAL VEHICLE IN THE 0 BLOCK OF PINE DR THAT

APPEARED TO BE INOPERABLE.

DRIVER OF THE VEHICLE REFUSED MEDICAL TREATMENT.

**CLEAR** 

**CASE NUMBER:** 

17281674 FRAUD

CASE DESCRIPTION: INCIDENT DATE:

12/7/17

INCIDENT LOCATION:

18XX REVOIR ST, CENTERVILLE, MN

NARRATIVE:

FRAUD.

OFFICERS TOOK A PHONE CALL REPORT OF A FRAUD AT THE 1800 BLOCK OF

REVOIR ST. CLEAR.

CASE NUMBER:

17281927

CASE DESCRIPTION:

**VEHICLE-LOCKOUT** 

INCIDENT DATE:

12/7/17

INCIDENT LOCATION: NARRATIVE:

CIRCLE PINES, MN

VEHICLE LOCKOUT

OFFICERS WERE DISPATCHED TO CIRCLE PINES ON A VEHICLE LOCKOUT. OFFICERS ASSISTED THE OWNER IN GAINING ACCESS TO THE VEHICLE.

CLEAR

CASE NUMBER:

17281739

CASE DESCRIPTION:

**VEHICLE-LOCKOUT** 

INCIDENT DATE:

12/7/17

INCIDENT LOCATION:

LEXINGTON, MN

NARRATIVE:

**CASE NUMBER:** 

17282564

CASE DESCRIPTION:

FRAUD 12/8/17

INCIDENT DATE:

69XX 20TH AVE, CENTERVILLE, MN

INCIDENT LOCATION: NARRATIVE:

FRAUD REPORT

OFFICERS WERE DISPATCHED TO A PHONE CALL FRAUD REPORT. OFFICERS MADE CONTACT WITH A BUSINESS IN THE 6900 BLOCK OF 20TH AVE AND TOOK INFORMATION REGARDING FRAUDULENT ACTIVITY OF A BANK

ACCOUNT. CLEAR

**CASE NUMBER:** 17282182 **CASE DESCRIPTION:** THEFT INCIDENT DATE: 12/8/17

INCIDENT LOCATION: CIRCLE PINES, MN

NARRATIVE: MAIL THEFT.

> OFFICERS RESPONDED TO THE 0 BLOCK OF PLEASANT VIEW LN TO TAKE A REPORT OF MAIL THEFT. COMPLAINANT STATED THEY FOUND ANOTHER

PERSON'S MAIL OPENED AND SCATTERED ON THE ROAD.

NO SUSPECTS AT THIS TIME.

CLEARED.

**CASE NUMBER:** 17282128

CASE DESCRIPTION: **BURGLARY-RESIDENTIAL** 

INCIDENT DATE: 12/8/17

INCIDENT LOCATION:

89XX SYNDICATE AVE, LEXINGTON, MN

NARRATIVE: BURGLARY.

> OFFICERS WERE DISPATCHED TO THE 8900 BLOCK OF SYNDICATE AVE TO TAKE A REPORT OF A BURGLARY THAT TOOK PLACE THE NIGHT BEFORE.

NO SUSPECTS AT THIS TIME. INACTIVE DUE TO NO SUSPECTS.

**CASE NUMBER:** 17283496

CASE DESCRIPTION: DOMESTIC-VERBAL

INCIDENT DATE: 12/10/17

INCIDENT LOCATION: 4XX VILLAGE PKWY, CIRCLE PINES, MN

**NARRATIVE:** DOMESTIC.

DISPATCHED TO 400 BLOCK OF VILLAGE PARKWAY ON A VERBAL DOMESTIC

IN PROGRESS. SITUATION MEDIATED.

**CASE NUMBER:** 17269325

CASE DESCRIPTION: FOUND PROPERTY

**INCIDENT DATE:** 12/11/17

INCIDENT LOCATION: CIRCLE PINES, MN NARRATIVE: FOUND PROPERTY

> POLICE WERE DISPATCHED TO 10 BLOCK OF SOUTH DRIVE ON PROPERTY THAT WAS LEFT AT THE SCENE. POLICE WERE ABLE TO LOCATE A PHONE NUMBER FOR A MALE. MALE ARRIVED SHORTLY AFTER TO PICK UP HIS

PROPERTY. **CLEARED** 

CASE NUMBER: 17284748 CASE DESCRIPTION: INFORMATION

INCIDENT DATE: 12/12/17

INCIDENT LOCATION: 73XX DEER PASS DR. CENTERVILLE, MN NARRATIVE: INFORMATION FROM ROSEVILLE POLICE. **CASE NUMBER:** 

17285470

**CASE DESCRIPTION:** 

DAMAGE TO PROPERTY

INCIDENT DATE:

12/13/17

**INCIDENT LOCATION:** 

19XX ROBIN LN S, CENTERVILLE, MN

NARRATIVE:

DAMAGE TO PROPERTY

POLICE RESPONDED TO THE 1900 BLOCK ON ROBIN LANE SOUTH ON A REPORT OF DAMAGE TO PROPERTY. POLICE SPOKE TO THE PEOPLE

INVOLVED AND THEY AGREE TO HANDLE THE DAMAGE CIVILLY. NO FURTHER

ASSISTANCE NEEDED.

**CLEAR** 

CASE NUMBER:

17285318 LOST ANIMAL

CASE DESCRIPTION: INCIDENT DATE:

12/12/17

INCIDENT LOCATION:

2X EAST RD, CIRCLE PINES, MN

NARRATIVE:

FOUND DOG

POLICE WERE DISPATCHED TO THE 20 BLOCK OF EAST ROAD ON A FOUND DOG. POLICE WERE ABLE TO GATHER INFORMATION FROM A MALE. DOG

WAS TRANSPORTED TO A NEARBY SHELTER.

CLEARED.

CASE NUMBER:

17284598 TRESPASSING

CASE DESCRIPTION: INCIDENT DATE:

12/11/17

INCIDENT LOCATION:

3X CENTRAL ST, CIRCLE PINES, MN

NARRATIVE:

POLICE TOOK A TRESPASSING REPORT FROM THE 30 BLOCK OF CENTRAL

STREET. ACTIVE.

**CASE NUMBER:** 

17285512

**CASE DESCRIPTION:** 

**VEHICLE-LOCKOUT** 

INCIDENT DATE:

12/13/17

INCIDENT LOCATION:

CENTERVILLE, MN

NARRATIVE:

# Unapproved minutes PUBLIC HEARING

&

# CITY OF LEXINGTON REGULAR COUNCIL MEETING DECEMBER 7, 2017 – 7:00 P.M. 9180 LEXINGTON AVENUE

#### **PUBLIC HEARING**

1. CALL TO ORDER: - Mayor Kurth

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

Mayor Kurth called to order the Truth in Taxation Public Hearing for December 7, 2017 at 7:02 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; Glen Rank, Dinkytown Rentals; Jerome Evans, Citizen; Centennial School District Students.

#### 2. PUBLIC HEARING: Truth In Taxation

Jerome Evans 2633 Flowerfield Road Lexington, MN.

Mr. Evans was present to provide his concerns for the increase in tax levy for 2018. He explained that his proposed local taxes are going up 18% and believes this is out of control. Discussion ensued.

Mayor Kurth explained to Mr. Evans that the City of Lexington has done a lot of road construction in the past few years, with debt taken out this year to complete Flowerfield, Restwood, and Hamline Roads. Discussion ensued.

#### 3. ADJOURN PUBLIC HEARING

A motion was made by Councilmember Devries to adjourn the Truth in Taxation Public Hearing at 7:10 p.m. Councilmember Hughes seconded the motion. Motion carried 4-0.

#### REGULAR COUNCIL MEETING

- 2. 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 December 7, 2017 at 7:10 p.m. Councilmember's present: Devries, Hughes, and Payment. Excused Absence: Harris

Also Present: Bill Petracek, City Administrator; Kurt Glaser, City Attorney; Chris Galiov, Finance Director; Glen Rank, Dinkytown Rentals; Centennial School District Students.

#### 3. CITIZENS FORUM

No citizens were present to address the Council

#### 4. APPROVAL OF AGENDA WITH CHANGES AND CORRECTIONS

A motion was made by Councilmember Murphy to amend and approve the agenda by adding Item #G — Recommendation to approve public utility easement for DuWayne Ave. Property. Councilmember Devries seconded the motion. Motion carried 4-0.

#### 5. INFORMATIONAL REPORTS:

- A. Airport (Councilmember Harris) *No report*
- B. Cable Commission (Councilmember Murphy) Councilmember Murphy explained that all HD upgrades were completed at Northmetro TV
- C. City Administrator (Bill Petracek)

  Petracek provided an explanation to the agenda amendment in regards to not having the public hearing for the bond financing of the Lovell Building Project. He stated that Dominium made an attempt at a bond allocation from the State for their housing project, but were denied the financing. He added this is just the first attempt, and Dominium will continue to apply for Housing Revenue Bond financing for the project. He added there might be some changes to the age-restricted senior housing project to more of a mixed-use senior living and general living to help them obtain the financing necessary to move forward with the project. Petracek added that federal tax reform is changing affordable senior housing financing. Discussion ensued.

#### 6. LETTERS AND COMMUNICATIONS:

- A. Public Notice Lexington Fire Department Truck Dedication Ceremony
- B. Public Notice Planning & Zoning Public Hearing on December 12, 2017
- C. Public Notice Truth In Taxation Public Hearing December 7, 2017
- D. Council Workshop meeting minutes November 16, 2017

- E. North Metro TV October 2017 Update
- F. Centennial Lakes Police Department Media Reports:
  - 11-2-2017 through 11-8-2017
  - 11-9-2017 through 11-15-2017
  - 11-16-2017 through 11-21-2017
  - 11-22-2017 through 12-1-2017
- G. 2018 Calendar and meeting dates schedule

#### No discussion on Letters and Communications

#### 7. CONSENT ITEMS:

- A. Recommendation to Approve Council Minutes: Council Meeting November 16, 2017
- B. Recommendation to Approve Claims and Bills:

Check #'s 13553 through 13557

Check #'s 42787 through 42856

Check #'s 11702 through 11720

A motion was made by Councilmember Hughes to approve the consent agenda items. Councilmember Devries seconded the motion. Motion carried 4-0.

#### 8. ACTION ITEMS:

A. Recommendation to approve Resolution NO. 17-30 A Resolution Calling
For Public Hearing By the City Council On the proposed Modification to
the Development Program For District No. 1 and the Proposed Establishment
of the Tax Increment Financing District NO. 1-3 Therein and the Adoption of
the Tax Increment Financing Plan Therefor

Councilmember Hughes made a motion to approve Resolution NO. 17-30 A Resolution Calling For Public Hearing By the City Council On the proposed Modification to the Development Program For District No. 1 and the Proposed Establishment of the Tax Increment Financing District NO. 1-3 Therein and the Adoption of the Tax Increment Financing Plan Therefor. Councilmember Devries seconded the motion. Motion carried 4-0.

B. Recommendation to approve Centennial Lakes Little League request for use of Memorial Park ballfields – April 1 through September 21, 2018.

Councilmember Murphy made a motion to approve Centennial Lakes Little League request for use of Memorial Park ballfields – April 1 through September 21, 2018. Councilmember Hughes seconded the motion. Motion carried 4-0.

C. Recommendation to Approve Denial of Liability Coverage Waiver Form

Councilmember Hughes made a motion to Approve Denial of Liability Coverage Waiver Form. Councilmember Murphy seconded the motion. Motion carried 4-0.

D. Recommendation to approve Resolution NO. 17-27 A Resolution
 Establishing Precincts and Polling Places

Councilmember Murphy made a motion to approve Resolution NO. 17-27 A Resolution Establishing Precincts and Polling Places. Councilmember Hughes seconded the motion. Motion carried 4-0.

E. Recommendation to approve Resolution No. 17-28 A Resolution Certifying
 2017 Tax Levy Collectable in 2018

Councilmember Hughes made a motion to approve Resolution No. 17-28 A Resolution Certifying 2017 Tax Levy Collectable in 2018. Councilmember Devries seconded the motion. Motion carried 4-0.

F. Recommendation to approve Resolution NO. 17-29 A Resolution Adopting Final 2018 Operating Budget For The City Of Lexington

Councilmember Hughes made a motion to approve Resolution NO. 17-29 A Resolution Adopting Final 2018 Operating Budget For The City Of Lexington. Councilmember Devries seconded the motion. Motion carried 4-0.

G. Recommendation to approve Duwayne Ave. property public utility easements.

Attorney Glaser explained the need to vacate the electric utility easement for the proposed Ephesians Development. Glaser stated that he needs the Council to execute the easement vacation documents so that Excel Energy can move the power lines and created a new easement for a new power line on the property. Discussion ensued.

Councilmember Devries made a motion to approve the DuWayne Ave utility easement vacation documents. Councimember Devries seconded the motion. Motion carried 4-0.

#### 9. MAYOR AND COUNCIL INPUT

Mayor Kurth discussed the new pumper truck that was put into service. He also discussed the "Santa around Town" event. discussion ensued.

#### 10. ADJOURNMENT

A motion was made by Councilmember Hughes to adjourn the meeting at 7:35 p.m. Councilmember Devries seconded the motion. Motion carried 4-0.

#### 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 December 21, 2017.

(1) Payroll					
Checks Vouchers Vouchers	13558 through 500777 through 500760 through	13559 500808 500775		\$ \$ \$	573.35 5,774.36 17,512.27
Payroll Taxe	es				
	Federal Tax Social Security Medicare	\$2,968.87 \$4,021.96 \$940.76			
	State Tax	\$1,281.35	\$7,931.59 \$1,281.35	_	
	Total	Ψ1,201.00	ψ1,201.00	-	\$9,212.94
(2) General and Liquor	Payment Recommendatio	ns:			
Checks:	42857 through	42913		\$	225,871.30
(3) ACH and Credit Car ACH Checks		November 2017 2231E		\$	25,797.18
Total Payments and Wit	hdrawals Approval			_\$_	284,168.05
Centennial Lakes Police Payment Recommendations:					
Checks ACH	11721 through 201716 through	11735 201717		\$ _\$	39,244.98 2,790.57
Total Payme	nts			\$	42,035.55
VOID:				\$	-

# \*Check Detail Register©

	•	Check Amt In	voice Comment	
<b>10100 4M FUND</b> Paid Chk# 042857	12/21/2017 ALL SEASONS RENT	ΓAL		
E 310-45200-530	Improvements Other Than Bldgs Total ALL SEASONS RENTAL	\$261,90 1-55695 \$261.90	ice rink lights	
Paid Chk# 042858	12/21/2017 AMERICAN BOTTLIN	G		
E 609-00000-254	Miscellaneous Purchase Total AMERICAN BOTTLING	\$369.50 825816 \$369.50	7405	
Paid Chk# 042859	12/21/2017 ARTISAN BEER COM	IPANY		
E 609-00000-252 E 609-00000-252		\$840.20 322523 \$932.85 322685 \$1,773.05		
Paid Chk# 042860	12/21/2017 ASPEN MILLS			
E 101-42260-214		\$120.85 <u>20</u> 7606 \$120.85	UNIFORMS - FIRE DEPT	
Paid Chk# 042861	12/21/2017 AUTOPLUS AUTO PA	ARTS		
E 101-45200-404	Repair Machinery/Equipment Total AUTOPLUS AUTO PARTS	\$87.40 038832 \$87.40	765 BATTERY	
Paid Chk# 042862	12/21/2017 BELLBOY CORPORA	ATION		
	10.00	\$1,928.52 618918 \$421.93 968327 \$218.64 968501 \$2,569.09	00	
Paid Chk# 042863	12/21/2017 BERNICKS BEVERA	GES		
E 609-00000-252 E 609-00000-252		\$54.00 396047 \$1,441.70 396048 \$1,495.70		
Paid Chk# 042864	12/21/2017 BREAKTHRU BEVER	AGE MN		
E 609-00000-251 E 609-00000-252 E 609-00000-251 E 609-00000-251	Beer Purchase Liquor Purchase	\$5,134.73 108072 \$184.65 108072 \$5,101.44 108072 \$1,383.19 108072 \$11,804.01	5844 6756	
Paid Chk# 042865	12/21/2017 CAPITOL BEVERAGE	SALES		
E 609-00000-252 <b>Tot</b>	Beer Purchase tal CAPITOL BEVERAGE SALES	\$8,554.30 203814 \$8,554.30	8	
Paid Chk# 042866	12/21/2017 CENTENNIAL LAKES	PD		
E 101-42110-230	Contracted Services  Total CENTENNIAL LAKES PD		JE NO NOV 2017 MONTHLY PC	LICE - REISSUE
Paid Chk# 042867	12/21/2017 CLEAR RIVER BEVE	RAGE COMPANY		
E 609-00000-252 Total CLEA	Beer Purchase AR RIVER BEVERAGE COMPANY	\$855.00 101-331 \$855.00		
Paid Chk# 042868	12/21/2017 <b>COMCAST</b>			
E 609-00000-329	Cable/Internet Total COMCAST	\$131.94 \$131.94	8772 10 519 0024097	
Paid Chk# 042869	12/21/2017 CULLIGAN BOTTLES	WATER		

# \*Check Detail Register©

				Decem	ber 2017	
			-	Check A	mt Invoice	Comment
	E 101-41500-411	Culligan		\$25.05	114X63900902	NOV 2017 SERVICE
	E 101-42260-411	•				NOV 2017 SERVICE
	E 609-00000-411	•			114X64081009	NOV 2017 SERVICE
	To	tal CULLIGA	I BOTTLED WATER	\$64.40		
	Paid Chk# 042870	12/21/2017	DAHLHEIMER DISTRI	BUTING		
	E 609-00000-252		· <del>-</del>	\$2,685.28		
	E 609-00000-252			\$6,327.24	164600	
	101	al DAHLHEIM	IER DISTRIBUTING	\$9,012.52		
	Paid Chk# 042871	12/21/2017	EDWARDS, ERIK			
	E 101-42260-430			\$36.69		SUPPLIES - DEDICATION
		Tota	I EDWARDS, ERIK	\$36.69		
	Paid Chk# 042872	12/21/2017	EHLERS INVESTMEN	T PARTNERS		
	E 101-41500-301	•	•	\$67.57		NOV 2017 MGMT FEES
	Total E	HLERS INVES	TMENT PARTNERS	\$67.57		
	Paid Chk# 042873	12/21/2017	FRATTALLONE S HAP	RDWARE		
	E 310-45200-530		other Than Bldgs		062113/G	ICE RINK MATERIALS
	E 101-42260-210	, ,			062136/G	•
	E 101-43100-210		ONE S HARDWARE	\$27.96 \$46.63	062178/G	
	Paid Chk# 042874		GOPHER STATE ONE			
	E 730-00000-228 E 770-00000-228				7110521	NOV 2017 LOCATES
		•	STATE ONE CALL	\$36.45	7110521	NOV 2017 LOCATES
	Paid Chk# 042875			ψουτο		
			GOVDEALS, INC.	\$000 F0	0000 440047	FIDE TOLICK OALE
	G 310-11700 Acc		GOVDEALS, INC.	\$832.50	9969-112017	FIRE TRUCK SALE
	Paid Chk# 042876		HOHENSTEINS INC	ψ002.00		
	E 609-00000-252			<b>#</b> 000 00	000700	
	E 609-00000-252		=	\$983.00 \$45.00		
	_ 000 00000 202		HOHENSTEINS INC	\$1,028.00		
	Paid Chk# 042877	12/21/2017	HOLIDAY STATIONST			
	E 101-43100-212		HOLIDAI GIANGRO	\$108.87		ACCT #012-558-511
	E 101-45200-212			\$108.91		ACCT #012-558-511
	E 651-00000-212	Gas & Oil		\$54.43		ACCT #012-558-511
	E 730-00000-212			\$136.09		ACCT #012-558-511
	E 770-00000-212			\$136.09		ACCT #012-558-511
•	E 101-45200-212 E 101-42260-212			\$44.82		
			STATIONSTORES	\$134.55 \$723.76		
	Paid Chk# 042878		HYDRO KLEAN	4	•	
	E 770-00000-420			<b>¢</b> 16 E2E 01	50172	SEWER CONTRACT CLEANING
	L //U-00000-420		g/relevising al HYDRO KLEAN	\$16,535.81 \$16,535.81	<u>0</u> 8112	SEWER CONTRACT CLEANING
	D-14 O-144 040070					v
	Paid Chk# 042879		IMAGE PRINTING & G	_	450507	00.47 OUDIOTHUS :
	E 101-41500-350 E 101-43500-203	-		\$492.17 \$210.93		2017 CHRISTMAS NEWSLETTER 2017 CHRISTMAS NEWSLETTER
		•	TING & GRAPHICS	\$703.10	100021	ZUTT OFINIO INIMO NEWOLETTEK
	, Jui		11100	φ, σσ. τσ	•	

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		Check A	nt Invoice	Comment
Paid Chk# 042880	12/21/2017 INDIAN ISLAN	D WINERY		
E 609-00000-253	Wine Purchase	\$111.84	1893	
	Total INDIAN ISLAND WIN	<b>ERY</b> \$111.84		
Paid Chk# 042881	12/21/2017 JJ TAYLOR			
E 609-00000-252	Beer Purchase	\$6,121.45	2766093	
E 609-00000-252		<del></del>	2766105	
	Total JJ TAY	LOR \$6,249.45		
Paid Chk# 042882	12/21/2017 <b>JOHNSON BR</b>	OTHERS LIQUOR		
E 609-00000-251	•	\$843.27	5883825	
E 609-00000-253		•	5883826	
E 609-00000-251 E 609-00000-253	•	\$8,207.98		
E 609-00000-251		\$1,412.09 \$1,621.52		
E 609-00000-251	•		5889164	
E 609-00000-253	•	•	5889165	
E 609-00000-251	Liquor Purchase	(\$4.33)	652840	
E 609-00000-251	Liquor Purchase	(\$109.70)	655334	· ,
Total	JOHNSON BROTHERS LIQ	JOR \$13,087.63		
Paid Chk# 042883	12/21/2017 LEASE FINAN	CE GROUP INC		
	Lease Hold Principal	\$25,116.44		
	Lease Hold Interest	\$5,935.26	18572	
100	al LEASE FINANCE GROUP	INC \$31,051.70		•
Paid Chk# 042884	12/21/2017 M AMUNDSON	LLP		
E 609-00000-256	Tobacco Products For Resale		249362	
r and the latest to the	Total M AMUNDSON	<b>LLP</b> \$1,457.61		
Paid Chk# 042885	12/21/2017 MESSER, TOD			
E 101-42260-430	Miscellaneous	\$97.36		SUPPLIES
17 ma 25	Total MESSER, To			
Paid Chk# 042886	12/21/2017 MIDAMERICA	ADMINISTRATIVE		
G 101-21716 Oth		\$150.00		DEC 2017 EMPLOYEE CONTRIBUTIONS
Total	MIDAMERICA ADMINISTRAT	TIVE \$150.00		
Paid Chk# 042887	12/21/2017 MINNESOTA S	TREET WORKS INC		
E 101-43100-232	, ,	\$1,425.00	9099	2017 FALL STREET SWEEPING
Total M	INNESOTA STREET WORKS	INC \$1,425.00		
Paid Chk# 042888	12/21/2017 MKL SERVICE	S, LLC		
E 220-46000-230	Contracted Services	\$132.00	12212017	WEEK ENDING 12/09/17
E 220-46000-230	Contracted Services	\$132.00	12212017	WEEK ENDING 12/16/17
	Total MKL SERVICES,	LLC \$264.00		•
Paid Chk# 042889	12/21/2017 MN DEPT OF T	RANSPORTATION		
E 101-45200-430			00000449235	GREEN STEP STREET SIGNS
Total N	IN DEPT OF TRANSPORTAT	ION \$208.00		
Paid Chk# 042890	12/21/2017 NORTH MEMO	RIAL HEALTH		
E 609-00000-430			4109893	PRE-EMP. SCREENING - MLS
Tot	al NORTH MEMORIAL HEA	LTH \$45.00		
Paid Chk# 042891	12/21/2017 NORTHERN HO	OLLOW WINERY		
E 609-00000-253	Wine Purchase	\$112.56	1259	
	i i			

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		Check Ar	nt invoice	Comment
Tot	tal NORTHERN HOLLOW WINERY	\$112.56	<del></del>	
Paid Chk# 042892	12/21/2017 OXYGEN SERVICE	COMPANY		
E 101-42260-210	O Operating Supplies	\$123.60	03390944	
	tal OXYGEN SERVICE COMPANY	\$123.60		
Paid Chk# 042893	12/21/2017 PACE ANALYTICAL			
E 730-00000-306		\$50.00	17100108353	WATER TEST FEE
	Total PACE ANALYTICAL	\$50.00		WATER TEST LE
Paid Chk# 042894	12/21/2017 PAUSTIS & SONS			
E 609-00000-253		\$0.41.22	8612609-IN	
2 000 00000 200	Total PAUSTIS & SONS	\$941.32	00 12009-111	
Paid Chk# 042895	12/21/2017 PERFORMANCE PL	·		
E 101-42260-207		\$100.00	4892 LF	VACCINATIONS - FIRE DEPT
	Total PERFORMANCE PLUS	\$100.00		VACCINATIONS OF THE DELT
Paid Chk# 042896	12/21/2017 PHILLIPS WINE AND	SPIRITS INC	,	
E 609-00000-251	*		2272064	
E 609-00000-253		\$2,135.67		
E 609-00000-253	Wine Purchase	• •	2272066	
E 609-00000-251	1	\$839.97	2273119	
E 609-00000-253		\$169.72		
E 609-00000-251 E 609-00000-253		\$175.87		
	PHILLIPS WINE AND SPIRITS INC	\$57.21 \$3,540.76	2275746	
14 PR. 12% 7 27				
Paid Chk# 042897	12/21/2017 POPP COMMUNICAT	TIONS		
E 101-43100-321	1	•	992454855	TELEPHONE SERVICE
E 101-45200-321 E 651-00000-321	p		992454855	TELEPHONE SERVICE
E 730-00000-321		•	992454855 992454855	TELEPHONE SERVICE
E 770-00000-321	-		992454855	TELEPHONE SERVICE TELEPHONE SERVICE
E 101-41500-321	-	· ·	992454855	TELEPHONE SERVICE
E 609-00000-321	Telephone	\$31.66	992454855	TELEPHONE SERVICE
	Total POPP COMMUNICATIONS	\$405.04		
Paid Chk# 042898	12/21/2017 PRESS PUBLICATIO	NS		
E 101-41500-351	Legal Notices Publishing	\$119.75	576124	PUBLIC NOTICE
	Total PRESS PUBLICATIONS	\$119.75	AMORINA.	
Paid Chk# 042899	12/21/2017 SHAMROCK GROUP	, INC.		
E 609-00000-257			2186198	
	Total SHAMROCK GROUP, INC.	\$161.71		
Paid Chk# 042900	12/21/2017 SMITH & GLASER, L.	L.C.		
E 101-42110-304	J	\$8,217.50		OCTOBER 2017 PROSECUTIONS
E 101-42110-304		\$7,885.00	<u>20</u> 1535	NOVEMBER 2017 PROSECUTIONS
	Total SMITH & GLASER, L.L.C.	\$16,102.50		
Paid Chk# 042901	12/21/2017 SOUTHERN GLAZER	S OF MN		
E 609-00000-253		\$263.69 ·		
E 609-00000-251	Liquor Purchase	\$4,900.30	•	
E 609-00000-251 E 609-00000-251	Liquor Purchase		1622758	
E 609-00000-251		\$124.91 <i>1</i> \$1,023.47 <i>1</i>	1622759 1622760	
		Ψ1,020. <del>T</del> 1	. 5221 00	

# \*Check Detail Register©

		Check Am	nt Invoice	Comment
E 609-00000-252	Beer Purchase	\$101.28	1622761	
E 609-00000-254	Miscellaneous Purchase	\$60.56	1622762	
E 609-00000-252	Beer Purchase	\$1,617.18	1622763	,
Tota	al SOUTHERN GLAZERS OF MN	\$8,095.23		
Paid Chk# 042902	12/21/2017 ST CLOUD REFRIGER	ATION		
	Repair Machinery/Equipment	\$2,790.68	W25103	COOLER REPAIRS - MLS
. То	tal ST CLOUD REFRIGERATION	\$2,790.68		
Paid Chk# 042903	12/21/2017 ST. PAUL S FLAT EAR	TH		
E 609-00000-252	Beer Purchase	\$42.00	21114	
	Total ST. PAUL S FLAT EARTH	\$42.00		
Paid Chk# 042904	12/21/2017 STREET FLEET			
E 101-41500-208	Training and Instruction	\$38.78	409635	
	Total STREET FLEET	\$38.78		
Paid Chk# 042905	12/21/2017 TIRES PLUS			
E 101-45200-222	Tires	\$103.28	087903	JOHN DEERE TRACTOR
	Total TIRES PLUS	\$103.28		
Paid Chk# 042906	12/21/2017 TWIST OFFICE PROD	UCTS		
E 101-41500-200	Office Supplies	\$44.07	819576-0	
E 101-41500-200	Office Supplies	\$18.60	820351-0	
E 101-41500-200	Office Supplies		820513-0	
Т	otal TWIST OFFICE PRODUCTS	\$156.19		
Paid Chk# 042907	12/21/2017 ULTIMATE SAFETY Co	ONCEPTS INC.	metaries refeliablemente established for the file of the state of the	i anggaranganing, ara-nganggarang 4.500-ara-nanggaranggaranggarang 1 anggaranggaranggaranggaranggaranggaranggar
E 310-42260-500	Capital Expenditures	\$16,270.63	174405	NEW FIRE VEHICLE EQUIPMENT
Total ULT	TIMATE SAFETY CONCEPTS INC.	\$16,270.63		
Paid Chk# 042908	12/21/2017 URBAN GROWLER BE	REWING CO.		
E 609-00000-252	Beer Purchase	\$220.00	E-20021	
Total U	RBAN GROWLER BREWING CO.	\$220.00		
Paid Chk# 042909	12/21/2017 VINOCOPIA			
E 609-00000-253	Wine Purchase	\$1,349.03	0195028-IN	
	Total VINOCOPIA	\$1,349.03		
Paid Chk# 042910	12/21/2017 WALLEN-FRIEDMAN 8	ß FLOYD, PA		•
E 101-42260-304	Legal Fees	\$225.00	2022	LEGAL SERVICES
Total W	ALLEN-FRIEDMAN & FLOYD, PA	\$225.00		
Paid Chk# 042911	12/21/2017 WINE COMPANY			
E 609-00000-253	Wine Purchase	\$584.25	56076	
	Total WINE COMPANY	\$584.25		
Paid Chk# 042912	12/21/2017 WINE MERCHANTS			
E 609-00000-252	Beer Purchase	\$216.42	7160972	
E 609-00000-253	Wine Purchase	\$1,423.05	7161342	
	Total WINE MERCHANTS	\$1,639.47		
Paid Chk# 042913	12/21/2017 XCEL ENERGY			
E 770-00000-381	Electric Utilities	\$50.34	571623236	NOV 2017 UTILITIES
	Total XCEL ENERGY	\$50.34		
	10100 4M FUND	\$225,871.30		

# \*Check Detail Register©

*	Check Amt	Invoice	Comment
Fund Summary			
10100 4M FUND			
101 GENERAL FUND	\$82,103.35		
220 LOVELL BUILDING	\$264.00		
310 CAPITAL PROJECTS	\$17,367.61		
609 MUNICIPAL LIQUOR FUND	\$109,119.31		
651 STORM WATER FUND	\$56.23		
730 WATER FUND	\$212.32		
770 SEWER FUND	\$16,748.48		
	\$225,871.30		

# \*Check Detail Register©

#### November 2017

		Check A	mt Invoice	Comment
10100 4M FUND				
Paid Chk# 002224E	11/1/2017 CONNEXUS ENERGY			
E 101-45200-381	Electric Utilities	\$306.38		SEP 2017 UTILITIES
E 101-43100-386	Street Lights	\$251.26		SEP 2017 UTILITIES
E 770-00000-381	Electric Utilities	\$56.54		SEP 2017 UTILITIES
E 770-00000-381	Electric Utilities	\$27.42		SEP 2017 UTILITIES
	Total CONNEXUS ENERGY	\$641.60		
Paid Chk# 002225E	11/1/2017 LINCOLN NATIONAL LI	FE		
E 101-41500-134	ST/LT Disability Insurance	\$259.26	3548182152	NOV 2017 PREMIUM
E 101-43100-134	-	\$83.74	3548182152	NOV 2017 PREMIUM
E 101-45200-134	The state of the s	\$55.83	3548182152	NOV 2017 PREMIUM
E 609-00000-134	ST/LT Disability Insurance	\$182.81	3548182152	NOV 2017 PREMIUM
	Total LINCOLN NATIONAL LIFE	\$581.64		
Paid Chk# 002226E	11/1/2017 HEALTHPARTNERS			
E 609-00000-160	Health/Dental Insurance	\$905.56	75955968	NOV 2017 PREMIUM
E 101-43100-160	Health/Dental Insurance	\$429.40	75955968	NOV 2017 PREMIUM
E 101-45200-160	Health/Dental Insurance	\$286.27	75955968	NOV 2017 PREMIUM
E 101-41500-160	Health/Dental Insurance	\$1,449.14	75955968	NOV 2017 PREMIUM
E 609-00000-160	Health/Dental Insurance	\$362.90	75955968	NOV 2017 PREMIUM
E 101-41500-160	Health/Dental Insurance		75955968	NOV 2017 PREMIUM
E 101-43100-160	Health/Dental Insurance	\$932.44	75955968	NOV 2017 PREMIUM
E 101-45200-160	Health/Dental Insurance	\$621.62	75955968	NOV 2017 PREMIUM
	Total HEALTHPARTNERS	\$5,510.66		
Paid Chk# 002227E	11/27/2017 <b>AFLAC</b>			
G 101-21725 Su	pplemental Insurance	\$166.44	202289	NOV 2017 PREMIUM
	Total AFLAC	\$166.44		
Paid Chk# 002228E	11/13/2017 XCEL ENERGY			
E 101-43100-381	Electric Utilities	\$163.28	565868304	SEP 2017 UTILITIES
E 101-45200-381	Electric Utilities	\$163.28	565868304	SEP 2017 UTILITIES
E 651-00000-381	Electric Utilities	\$81.62	565868304	SEP 2017 UTILITIES
E 730-00000-381	Electric Utilities	\$204.10	565868304	SEP 2017 UTILITIES
E 770-00000-381	Electric Utilities	\$204.10	565868304	SEP 2017 UTILITIES
E 609-00000-381	Electric Utilities		565868304	SEP 2017 UTILITIES
E 101-45200-381	Electric Utilities		565868304	SEP 2017 UTILITIES
E 770-00000-381	Electric Utilities	\$139.33	565868304	SEP 2017 UTILITIES
E 220-47500-381	Electric Utilities		565868304	SEP 2017 UTILITIES
E 101-43100-381	Electric Utilities	,	565868304	SEP 2017 UTILITIES
E 101-42260-381	Electric Utilities	\$174.01		SEP 2017 UTILITIES
E 101-41500-381	Electric Utilities	•	565868304	SEP 2017 UTILITIES
E 101-43100-386	Street Lights		565868304	SEP 2017 UTILITIES
	Total XCEL ENERGY	\$6,891.27		
Paid Chk# 002229E	11/19/2017 CENTERPOINT ENERGY		671	
E 101-43100-383	Gas Utilities	\$5.00		SEP-OCT 2017 UTILITIES
E 770-00000-383	Gas Utilities	\$6.27		SEP-OCT 2017 UTILITIES
E 101-45200-383	Gas Utilities	\$5.00		SEP-OCT 2017 UTILITIES
E 651-00000-383	Gas Utilities	\$2.51		SEP-OCT 2017 UTILITIES
E 101-42260-383	Gas Utilities	\$67.87		SEP-OCT 2017 UTILITIES
E 730-00000-383	Gas Utilities	\$6.27 \$279.46		SEP-OCT 2017 UTILITIES
E 220-47500-383	Gas Utilities	\$278.46		SEP-OCT 2017 UTILITIES
E 101-41500-383	Gas Utilities	\$44.22		SEP-OCT 2017 UTILITIES SEP-OCT 2017 UTILITIES
E 101-41500-383	Gas Utilities	\$30.12		OLT-OUI ZUIT UTILITIES

# \*Check Detail Register©

#### November 2017

	Check Amt	Invoice	Comment
E 609-00000-383 Gas Utilities	\$68.31		SEP-OCT 2017 UTILITIES
E 101-43100-383 Gas Utilities	\$15.30		SEP-OCT 2017 UTILITIES
E 101-45200-383 Gas Utilities	\$15.30		SEP-OCT 2017 UTILITIES
E 651-00000-383 Gas Utilities	\$7.64		SEP-OCT 2017 UTILITIES
E 730-00000-383 Gas Utilities	\$19.09		SEP-OCT 2017 UTILITIES
E 770-00000-383 Gas Utilities	\$19.09		SEP-OCT 2017 UTILITIES
otal CENTERPOINT ENERGY PO BOX 4671	\$590.45		
Paid Chk# 002230E 11/29/2017 PERA			
G 101-21704 PERA	\$1,675.54		11/01/2017 PAYROLL
G 101-21717 PERA	\$1,933.31		11/01/2017 PAYROLL
G 101-21704 PERA	\$1,737.10		11/15/2017 PAYROLL
G 101-21717 PERA	\$2,004.35		11/15/2017 PAYROLL
G 101-21704 PERA	\$1,708.02		11/29/2017 PAYROLL
G 101-21717 PERA	\$1,970.80		11/29/2017 PAYROLL
Total PERA	\$11,029.12		
Paid Chk# 002231E 11/8/2017 HSA BANK	Zigozota zapor Piliako erak dele esembrio del sestionne la cinera e e	e indirectification experience and attack	LECTION OF CONTRACTOR TO THE PARTY AND PROPERTY AND PROPERTY AND PROPERTY TO THE PARTY AND
G 101-21726 HSA Additional Withholding	\$377.00		NOV 2017 EMPLOYEE CONTRIBUTIONS
E 101-41500-160 Health/Dental Insurance	\$9.00		NOV 2017 HSA SERVICE FEE
Total HSA BANK	\$386.00		
10100 4M FUND	\$25,797.18		
Fund Summary			
10100 4M FUND			
101 GENERAL FUND	\$18,688.08		
220 LOVELL BUILDING	\$2,963.99		
609 MUNICIPAL LIQUOR FUND	\$3,371.13		,
651 STORM WATER FUND	\$91.77		
730 WATER FUND	\$229.46		
770 SEWER FUND	\$452.75		
	*		

\$25,797.18

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Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Ck No	Payee	Description	Check Amount
4047	40/00/0047	4.470.4		TIREO	4 007 00
12/17	12/06/2017	11721	AMAZON	TIRES	1,927.89
12/17	12/06/2017	11722	ASPEN MILLS, INC	UNIFORM SHIRTS NW	101.60
12/17	12/06/2017	11723	COVERALL OF THE TWIN CITIES INC	DEC CLEANING SERVICE	780.00
12/17	12/06/2017	11724	DON'S CIRCLE SERVICE, INC	VEHICLE REPAIRS & MTC	1,861.49
12/17	12/06/2017	11725	FRATTALLONES HARDWARE, INC.	BLDG MTC CARPET INSTALL SUPPLI	26.98
12/17	12/06/2017	11726	HAMERNICK DECORATING CENTER	CARPET INSTALL/FLOORING FINISH	4,613.00
12/17	12/06/2017	11727	MIDWAY FORD INC	2018 FORD INTERCEPTOR UTILITY A	26,984.58
12/17	12/06/2017	11728	OPG-3, INC	LSAP SUPPORT 2018 RENEWAL	340.00
12/17	12/06/2017	11729	O'REILLY AUTOMOTIVE, INC	INVESTIGATION EXPENSE MARKER	134.50
12/17	12/06/2017	11730	PITNEY BOWES GLOBAL FINANCIAL	POSTAGE METER LEASE 4TH QTR	67.65
12/17	12/06/2017	11731	QUILL CORPORATION	TONER/PAPER CLIPS	136.33
12/17	12/06/2017	11732	CITY OF ROSEVILLE	NOV IT SUPPORT	768.50
12/17	12/06/2017	11733	STREICHER'S, INC	BATONS/RIOT AGENT/RIOT DUTY HE	972.78
12/17	12/06/2017	11734	TASC	2018 TASC ANNUAL FEES	504.68
12/17	12/06/2017	11735	TRANSUNION RISK & ALTERNATIVE	NOV INVESTIGATION EXPENSE	25.00
G	rand Totals:				39,244.98

CENTENNIAL LAKES POLICE DEPT Check Register - Police GL without invoice numbers Check Issue Dates: 11/23/2017 - 11/30/2017

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Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Ck No	Payee	Description	Check Amount
11/17 11/17 11/17	11/30/2017 11/30/2017 11/30/2017	11714 201716 201717	OPTUM BANK	2018 LEGAL DEFENSE DUES PA H.S.A. 4TH QTR CONTRIBUTION KM VISA EFT-NOV ONLINE STORAGE	192.00- V 2,330.84 651.73
G	rand Totals:		e e		2,790.57

# CITY OF LEXINGTON Cash Balances

**Current Period: November 2017** 

FUND Descr	Account	MTD Debit	MTD Credit	Current Balance
Cash				
GENERAL FUND	G 101-10100	\$262,602.39	\$426,486.97	\$241,873.13
LOVELL BUILDING	G 220-10100	\$7,732.43	\$10,881.36	\$390,681.81
CAPITAL PROJECTS	G 310-10100	\$16,932.50	\$2,914.50	\$404,543.18
WATER CAPITAL FUND	G 330-10100	\$0.00	\$0.00	-\$394,762.93
05 STREET-EDGEWOOD	G 360-10100	\$0.00	\$0.00	-\$0.17
SEWER CAPITAL FUND	G 370-10100	\$0.00	\$0.00	\$122,575.12
17 STREET IMPROVEMENTS	G 417-10100	\$0.00	\$166,848.85	-\$211,118.09
LAKE DRIVE PROJECT	G 418-10100	\$0.00	\$0.00	\$275,000.00
12 HAMLINE AVE	G 430-10100	\$0.00	\$0.00	\$0.00
13 STREET IMPROVEMENTS	G 435-10100	\$0.00	\$0.00	\$0.00
15 STREET IMPROVEMENTS	G 440-10100	\$0.00	\$0.00	\$16,500.00
16 STREET IMPROVEMENTS	G 445-10100	. \$0.00	\$0.00	\$0.00
16 NORTH METRO GO	G 551-10100	\$0.00	\$0.00	\$0.00
04 STREET-OAK LANE	G 585-10100	\$0.00	\$0.00	\$47,677.22
14 STREET-VARIOUS	G 591-10100	\$634.05	\$0.00	\$83,380.39
15 STREET-VARIOUS	G 592-10100	\$36,136.06	\$0.00	\$48,992.54
POLICE BUILDING	G 599-10100	\$0.00	\$4,878.54	-\$1,940.27
MUNICIPAL LIQUOR FUND	G 609-10100	\$279,977.25	\$283,020.53	\$653,149.67
FARMERS MARKET	G 625-10100	\$0.00	\$0.00	\$0.00
PROPERTY MAINTENANCE PROGRAM	G 650-10100	\$0.00	\$0.00	\$0.00
STORM WATER FUND	G 651-10100	\$2,669.79	\$2,220.51	-\$66,072.75
WATER FUND	G 730-10100	\$22,310.43	\$11,926.33	\$352,041.41
SEWER FUND	G 770-10100	\$28,663.14	\$17,534.08	\$950,867.82
<u>Total</u> Cash		\$657,658.04	\$926,711.67	\$2,913,388.08
Held by Fiscal Agent				
POLICE BUILDING	G 599-10110	\$0.00	\$0.00	\$0.00
Total Held by Fiscal Agent		\$0.00	\$0.00	\$0.00
Petty Cash				
GENERAL FUND	G 101-10200	\$0.00	\$0.00	\$200.00
Total Petty Cash		\$0.00	\$0.00	\$200.00
Change Fund				
MUNICIPAL LIQUOR FUND	G 609-10250	\$0.00	\$0.00	\$2,500.00
Total Change Fund		\$0.00	\$0.00	\$2,500.00
Credit Card Sales Receivable MUNICIPAL LIQUOR FUND	G 609-10350	\$204,786.79	\$204,105.82	\$10,950.21
Total Credit Card Sales Receivable	0 000-10000	\$204,786.79	\$204,105.82	\$10,950.21
Total Credit Card Sales Receivable		φ204,100.13	Ψ204,100.02	Ψ10,000.21
Interest Receivable on Invest GENERAL FUND	G 101-10450	\$0.00	\$0.00	\$6,149.96
04 STREET-OAK LANE	G 585-10450	\$0.00	\$0.00	\$0.00
Total Interest Receivable on Invest	3 000 10400	\$0.00	\$0.00	\$6,149.96
		40.00	45.50	, , , , , , , ,
Taxes Receivable-Delinquent GENERAL FUND	G 101-10700	\$0.00	\$0.00	\$35,799.20

# \*Fund Summary - Budget to Actual©

November 2017

	2017	November	2017	2017	2017 % YTD
•	YTD Budget	MTD Amount	YTD Amount	YTD Balance	Budget
FUND 101 GENERAL FUN	ID				
Revenue	\$1,721,575.00	\$10,948.28	\$960,643.84	\$760,931.16	55.80%
Expenditure	\$1,721,575.01	\$151,895.68	\$1,522,279.69	\$199,295.32	88.42%
		-\$140,947.40	-\$561,635.85		•
FUND 220 LOVELL BUILD	ING				
Revenue	\$155,000.00	\$7,529.00	\$140,310.47	\$14,689.53	90.52%
Expenditure	\$185,122.71	\$10,351.36	\$101,449.67	\$83,673.04	54.80%
		-\$2,822.36	\$38,860.80		
FUND 310 CAPITAL PROJ	ECTS		•		
Revenue	\$94,200.00	\$16,100.00	\$181,154.87	-\$86,954.87	192.31%
Expenditure	\$93,585.00	\$2,914.50	\$253,203.30	-\$159,618.30	270.56%
	_	\$13,185.50	-\$72,048.43		
FUND 330 WATER CAPITA	AL FUND				
Revenue	\$31,000.00	\$0.00	\$0.00	\$31,000.00	0.00%
Expenditure	\$31,000.00	\$0.00	\$396,475.22	-\$365,475.22	1278.95%
		\$0.00	-\$396,475.22		
FUND 360 05 STREET-ED	GEWOOD				
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.17	-\$0.17	0.00%
	<del></del>	\$0.00	-\$0.17		
FUND 370 SEWER CAPITA	AL FÙND				
Revenue	\$112,500.00	\$0.00	\$0.00	\$112,500.00	0.00%
Expenditure	\$112,500.00	\$0.00	\$0.00	\$112,500.00	0.00%
		\$0.00	\$0.00		
FUND 417 17 STREET IMP	ROVEMENTS				
Revenue	\$0.00	\$0.00	\$625,700.65	-\$625,700.65	0.00%
Expenditure	\$0.00	\$166,848.85	\$836,818.74	-\$836,818.74	0.00%
		-\$166,848.85	-\$211,118.09		
FUND 418 LAKE DRIVE PR	ROJECT				
Revenue	\$0.00	\$0.00	\$283,592.50	-\$283,592.50	0.00%
Expenditure	\$0.00	\$0.00	\$8,592.50	-\$8,592.50	0.00%
		\$0.00	\$275,000.00		
FUND 430 12 HAMLINE AV	<b>/E</b>				
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
FUND 435 13 STREET IMP	ROVEMENTS				
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
FUND 440 15 STREET IMP	ROVEMENTS				

## \*Fund Summary -Budget to Actual©

November 2017

					2017
	2017 YTD Budget	November MTD Amount	2017 YTD Amount	2017 YTD Balance	% YTD Budget
Revenue	\$0.00	\$0.00	\$442,652.33	-\$442,652.33	0.00%
Expenditure	\$0.00	\$0.00	\$23,557.96	-\$23,557.96	0.00%
		\$0.00	\$419,094.37		
FUND 445 16 STREET I	MPROVEMENTS				
Revenue	\$0.00	\$0.00	\$50,893.44	-\$50,893.44	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	_	\$0.00	\$50,893.44		
FUND 551 16 NORTH M	IETRO GO				
Revenue	\$0.00	\$0.00	\$4,078.52	-\$4,078.52	0.00%
Expenditure	\$0.00	\$0.00	\$4,078.52	-\$4,078.52	0.00%
	_	\$0.00	\$0.00		
FUND 585 04 STREET-0	OAK LANE				
Revenue	\$15,145.00	\$0.00	\$885.49	\$14,259.51	5.85%
Expenditure	\$23,650.00	\$0.00	\$23,650.00	\$0.00	100.00%
		\$0.00	-\$22,764.51		
FUND 591 14 STREET-\	/ARIOUS				
Revenue	\$24,610.00	\$634.05	\$18,929.56	\$5,680.44	76.92%
Expenditure	\$19,355.88	\$0.00	\$19,296.03	\$59.85	99.69%
		\$634.05	-\$366.47		
FUND 592 15 STREET-\	/ARIOUS				
Revenue	\$0.00	\$36,136.06	\$44,636.02	-\$44,636.02	0.00%
Expenditure	\$0.00	\$0.00	\$31,423.63	-\$31,423.63	0.00%
		\$36,136.06	\$13,212.39		
FUND 599 POLICE BUIL	LDING				
Revenue	\$61,180.88	\$0.00	\$31,867.45	\$29,313.43	52.09%
Expenditure	\$58,543.00	\$4,878.54	\$53,663.94	\$4,879.06	91.67%
		-\$4,878.54	-\$21,796.49		
FUND 609 MUNICIPAL I	LIQUOR FUND				
Revenue	\$3,132,000.00	\$253,857.96	\$2,771,663.58	\$360,336.42	88.50%
Expenditure	\$3,311,800.62	\$257,235.92	\$2,584,728.97	\$727,071.65	78.05%
		-\$3,377.96	\$186,934.61		
FUND 625 FARMERS M	ARKET				
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
FUND 650 PROPERTY	VIAINTENANCE PROGRA	M			
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
FUND 651 STORM WAT	ER FUND				
Revenue	\$31,210.00	\$0.00	\$17,328.46	\$13,881.54	55.52%
Expenditure	\$53,283.19	\$2,220.51	\$35,003.35	\$18,279.84	65.69%

## \*Fund Summary -Budget to Actual©

November 2017

	2017 YTD Budget	November MTD Amount	2017 YTD Amount	2017 YTD Balance	2017 % YTD Budget
		-\$2,220.51	-\$17,674.89		
FUND 730 WATER FUND					
Revenue	\$128,000.00	\$0.00	\$121,402.91	\$6,597.09	94.85%
Expenditure	\$247,946.92	\$11,901.76	\$147,352.91	\$100,594.01	59.43%
	_	-\$11,901.76	-\$25,950.00		
FUND 770 SEWER FUND					
Revenue	\$215,536.00	\$3,071.88	\$154,767.51	\$60,768.49	71.81%
Expenditure	\$439,045.17	\$17,534.08	\$220,200.16	\$218,845.01	50.15%
		-\$14,462.20	-\$65,432.65		
Report Total		-\$297,503.97	-\$411,267.16		



4779 Bloom Ave., White Bear Lake, MN 55110 . Phone: 651-407-1200 . Fax: 651-429-1242

November 29, 2017

Mr. Bill Petracek City Administrator City of Lexington 9180 Lexington Avenue N. Circle Pines, MN 55014

Dear Mr. Petracek:

The Quad Community Press wishes to again be your official newspaper for 2018.

We meet all the legal publication requirements under state statutes. Our circulation is audited by Verified Audit Circulation, an independent firm.

As you know, we offer our products free to anyone who wants it and only ask for support with subscriptions.

We offer submittal of legal notices by mail, fax at (651) 429-1242, or e-mail to legals@presspubs.com. Please clearly identify them as "Legal Notices."

There will be a slight increase in the rate for your legal notices this year due to increased costs in health care and paper. We are asking for \$9.12 per column inch, in 7-point type at 9-lines per inch.

Our legal notice deadline is Wednesday by 5:00 p.m. for the following Tuesday's publication.

We look forward to the opportunity to serve you. We welcome any questions or concerns you may have.

Sincerely,

Lisa Graber

Legal Notice Coordinator

LG:ic

Misc: Lexington2018.doc



## Memo

To:

City Administrator and City of Lexington Planning Commission

From:

Steve Winter, PE, Consulting City Engineer

Subject:

The Ephesians at Lexington - Preliminary Plat Review

Date:

December 6, 2017

We reviewed the site plans and the preliminary plat for The Ephesians at Lexington. The site plan application was submitted October 25, 2017 without plans or documentation. The application was modified and the plans were submitted November 13, 2017. We have reviewed the plans that were submitted and the comments are listed below. The code sections listed are all in Chapter 12 of the Subdivision Regulation (Platting)

We are still missing items on how much water supply is needed on a daily basis for this Development. We believe the watermain should be looped from Duwayne Avenue to Syndicate Avenue to ensure adequate water supply for the safety of the residents of the building.

The Developer also submitted a new preliminary plat and site plans on December 5, 2017. Many of the comments below have been addressed with the new submittal plan. We are able to cross off some additional comments by the time this letter needs to be sent, but more detailed review will need to be completed.

#### 12.20, Subd. 1

- B
- Missing location information by section, township and range
- D
- Record owner information is missing. All owners are to be listed
  - In reading through the Certificate of Titles for these properties there are several mortgages on these properties, therefore there will either need to be consent to plats with them or the mortgagors will need to sign off on this plat as well.
  - The actual documents listed within the memorials of the Certificate of Titles should be provided so the City can verify the information listed

within them is listed or shown on the preliminary plat as required by code.

#### 12.20, Subd. 2

- A
- There are EXCEPTION labels from the legal descriptions missing from the plat.
- There are line labels from the legal descriptions that are missing from the plat. (More documents submitted 12-5-17, but need to be reviewed)
- D
- The limits, width of the existing streets are unclear and the plat should be modified to clearly reflect its existing location limits. The line types are not clearly labeled on the plat legend. (New plan submitted 12-5-17 shows correct legend)
- H
- Size and type of all utilities must be shown. Not all small utility information is shown in the plat or was not located. (Discussion 12-5-17 Gas is not shown on the plan, but the Surveyor explained the lines were not located in the field.)

#### 12.20, Subd. 3

- A
- Missing required street layout information as it pertains to gradients, width and typical cross sections. (New plan submitted 12-5-17 shows valley gutter grades, and a good direction of flow. The Developer agreed to add minimum grades on surfaces. Not all areas are typical because this is a parking lot versus a typical street.)
- D
- o Setback lines. Not shown in legend
  - Missing a setback line along the eastern most property line.
  - \* Dimensions should show near the label of the setback line.
- F
- There is nothing to indicate any area to be used for the public except for the Ingress Egress easements that are needed for the access. This document would be filed separately from the plat to grant access for these areas.
  - This should be addressed for the fire lane and the turnaround area. (An access easement was submitted on 12-5-17, this must be reviewed further and included in the Developer Agreement.)

#### 12.20, Subd. 4

- A
- Has a statement been provided somewhere? I could not find one. (A statement was submitted 12-05-17, but needs to be shown on the plans)
- D
- The proposed contours vary from 2 foot contour intervals to 1 foot intervals.
  - Tie-in locations as shown are hard to follow because there is no information on the adjacent properties.

- There is insufficient notation to clearly indicate proposed grading.
  - Notation should be added to the grading plan to clearly indicate flow, crown and minimum grades on the project.
- e G
- The sheet C1 (grading, drainage, erosion control and SWPPP plan) does not clearly show the required information. The erosion control should also protect all downstream storm structures. (New plan submitted 12-5-17 shows protection)
- j
- The water supply is shown. The Developer needs to submit how much water the building will require on an average day to determine if the City has an adequate water supply for this building. (We are still missing the data to be submitted versus a statement.)
- e |
- There is no plan submitted for street lighting. (This must be submitted and approved with the building plans.)

#### General Site Plan review comments:

- During the staff review meeting the Developer has stated the entire existing parking area will be mill and overlayed with a new layer of bituminous. The plans submitted do not show this. The plans should be modified to show those improvements as well as the list of items below. (Shown on plans 12-5-17)
- Note 6 on Sheet C2 should match the typical section note 6 on C3. The pavement must be removed to the centerline of the road. A note should be added that any damage curb will need to be replaced. (Shown on plans 12-5-17)
- The water table in this area is generally pretty high as it relates to ground surface elevations, and infiltration cannot be achieved on the site. The mottles soil or ground water listed in the soils report is at the elevation of 905.0. This is seven feet above 897.0, the bottom of the pond, and 3 feet above 902.0, the garage floor elevation.
  - The Operation and Maintenance plan must be submitted per the Rice Creek Watershed District requirements and to the City of Lexington. This will need to include Annual inspections and at what point the pond will need to be cleaned out to ensure it is working properly. (submitted 12-5-17 will be include in the Development Agreement)
- There should be a vacation proceeding done with the city as part of the Development Agreement.
  - Half of the street is dedicated right of way and half of the street appears to have an easement over it. The vacation proceeding should reflect that there is an intent to keep an easement for drainage and utilities purposes over the existing utilities. (The plan dated 11-14-17 now shows a D&U Easement. The new fire and watermain to the fire hydrant must also be shown in the D&U Easement.)

- The area of the cul-de-sac should be reviewed for conformance as to turning radius. It would appear that the size reflected would not allow for a large wheelbase firetruck to maneuver the turn. The City of Lexington Plow truck dimensions are listed below. The truck can only turn around in a circle with a diameter of 68 feet. The Developer must submit to the City Engineer proof the turning radius is adequate without driving on the concrete curbing around the entire outside and inside of the turnaround area.
  - o Width 8.0
  - Track: front wheel to the front of the plow = 13
  - o Wheel to wheel length: 14
  - o Total Length: 35
- Sheet C2. The parking area on the west side of the existing building has existing parking spaces that are smaller than minimum parking. All parking spots shall meet the City minimum of 9 feet wide be 20 feet long. The last plan sheet a010 dated 11-22-17 listed these spots at 13 feet 11 inches from the sidewalk to the front of the curbing. We cannot allow cars parked on the curbing or extended into the street. The spots are actually smaller than 13 feet in length. In past experience, cars park on the 4 foot sidewalk in this area. The sidewalk should be removed in this area and a new curb should be placed to create the minimum sized parking spot and match the proposed parking spot on the new building. The curb should be wrapped around to create an island on each end to create a defined parking area. All the adjacent buildings have parking off the street. We recommend to allow the cars to park in the Right of Way, but the minimum space should be provided so they do not park in the street.
- Sheet C2. The new parking lot on the north side of the existing building should also include concrete curbing.
- Sheet C2. The existing garbage enclosure should also be tied together with new concrete curbing to define where the garbage truck is to drive instead of just ending the curbing and sidewalk in front of the enclosure.
- Sheet C2. There is a concrete retaining wall around the easterly building entrance along with a note to see structural, but no structural provided. Structural design must be provided to make sure the wall can be constructed without endangering the adjacent property. During the discussions with the Developer a fence was required above this retaining wall, but nothing is shown. (Developer submitted a structural plan addendum with a concrete retaining wall, but a fence is still required.)
- Sheet C2. Storm sewer at the east building entrance
  - Verify sizing of the sump so that it can handle the runoff in the area for the 100 year event.

We do recommend the approval of the site plans with modifications listed above. We also recommend the approval of the Preliminary Plat with the modifications listed above.



# Memo

To: Bill Petracek, City Administrator and City of Lexington Planning Commission

From: Ron Wasmund, Building Official

CC:

Date: December 6, 2017

Re: Ephesians residential Development

Inspectron Inc. has worked cooperatively with MSA the City's Consulting Engineer, City Attorney Kurt Glaser, Fire Chief Gary Grote and Bill Petracek City Administrator to review the plans that have been developed to date for the construction of a new residential apartment structure in the area of Syndicate and Restwood Streets in Lexington. The preliminary plat and site plan have been the main focus. The Building Officials comments on these two documents have been incorporated in the Engineers letter.

Building plans submitted to date are limited to footing and foundation structural plans. The plans were prepared by a licensed structural engineer, showing the size and location of footings, column pads, bearing walls and reinforcement requirements. Without the plans for the structure above our review of the foundation plans is limited to what is shown with the strong assumption that close coordination between the structural engineer and the architect in this design phase is occurring.

The review of the building plans, fire suppression, mechanical and plumbing systems will come after the plat, PUD and Development Agreement approvals but before a building permit is issued.



## City of Lexington Planning Commission Staff Report

Date: December 5, 2017

To: City Administrator and City of Lexington Planning Commission

From: Christopher Janson, AICP - MSA Consulting Planner

Request: The Ephesians at Lexington - Preliminary Plat Review

**Applicant:** Dinkytown Rentals, LLC Owner: Various

**Zoning District**: R-4 (Medium Density Residential)

#### Request

The Applicant, Dinkytown Rentals, LLC, is requesting approval of a Preliminary Plat to be known as The Ephesians at Lexington allowing the replatting of four existing parcels into one parcel with two principal uses (rental apartment buildings) and an increase density of approximately 56 dwelling units per acre (145 dwelling units in two buildings on a 2.61-acre lot) from the allowed 20 dwelling units per acre. These and other variances/exceptions from the City Code are to be addressed in a Planned Unit Development (PUD) ordinance.

#### Lot Area and Dimensions:

The R-4 required lot size is as follows: 3000 SQFT/dwelling unit or 12,000 - whichever is greater, no minimum lot width required, and no minimum lot depth required.

The proposed plat will create Lot 1, Block 1: The proposed lot is 2.61 acres or 113,614 square feet in size and does not meet the minimum lot size requirements based on number of units without a provision for the increased density included in a Planned Unit Development (PUD) ordinance. Proposed Lot 1, Block 1 contains one existing structure, an apartment building, and related parking.

#### Easements/Right-of-Way

The proposed plat notes new easements as well as easements to be vacated. The Applicant and the City Engineer should meet and go through each easement as shown as well as clarify any new easements that are necessary to move the plat forward. If it is determined that there are easements that need to be vacated there is a separate process the City will need to follow including a required public hearing, etc. The vacation of any existing easements should be completed prior to the adoption of a Final Plat.

#### **Building Setbacks**

R-4 Required Building Setbacks Minimum Front Yard Setback: 25 feet Minimum Side Yard Setback: 25 feet

Rear Yard Setback: None

Lot 1, Block 1: The proposed lot is the host of two (detached) apartment buildings which would both be considered principal buildings. An exception/variance from City Code to allow two principal uses on a platted lot would need to be included in a Planned Unit Development (PUD) ordinance and/or Conditional Use Permit for the development.

#### Parking Lot Design and Parking Requirements

Required parking stalls for proposed development: 290 Proposed parking stalls: 228

Lot 1, Block 1: The existing parking area serves the existing apartment 56 dwelling unit. The parking lot is bituminous surface/curbing with head-in parking stalls around the building and an unmarked parking area to east of the Dwayne Avenue; see illustration below.



The new (2<sup>nd</sup>) apartment building proposed for the property (Lot 1, Block 1) will include 153 new off-street enclosed parking spaces. The redevelopment of the site will also include 75 off-street surface parking stalls; some existing and some new.

Overall, the proposed development is short 62 off-street parking stalls and an exception/variance from City Code to allow two principal uses on a platted lot would need to be included in a Planned Unit Development (PUD) ordinance for the proposed development. The proposed development will likely improve the overall parking conditions of the site from the current arrangement. Additionally, there are

many 1-bedroom apartment units and studio apartment units planned as part of the overall development that may not need the 2 spaces per dwelling unit minimum required by City Code.

#### Impervious Coverage

The maximum impervious coverage is 80%. The proposed development has an impervious coverage of 68.7%. The proposed impervious coverage for the project area meets the requirements of the ordinance for improved lots.

#### **Grading/Stormwater Management**

The project includes some grading and creation of a new stormwater detention pond on the northeast corner of the site to address stormwater requirements. These drainage improvements are addressing both water quality and volume control. Currently storm water in this commercial area is not detained and the improvements are very much a positive for the property and area.

See the City Engineer Memo and the Rice Creek Watershed District's CAPROC for further comments or concerns.

#### Landscaping Plan

A proposed landscape plan has been submitted by the Applicant as part of the preliminary plat approval process. The current regulations do not require a specific quantity of trees or low-growth planting. The plan provides for a total of 39 new trees, and 386 low growth shrubs to be included in the final development. All disturbed areas will receive seed or sod as required by ordinance. Any improvements being made to the site are welcomed and improves the property's curb appeal.

#### **Parkland Dedication Fee**

The required amount of cash in lieu of parkland dedication shall be calculated and that amount shall be included in the executed Developers Agreement. Parkland dedication fees, as required, shall be paid at the time of executing the Final Plat.

#### City Engineer Memo

See memo. All concerns of the City Engineer shall be met prior to the City signing the final plat or authorizing any site work.

#### **Building Inspector Comments**

All comments and concerns of the Building Inspector should be addressed.

#### **Fire Marshal Comments**

All comments and concerns of the Fire Marshall should be addressed.

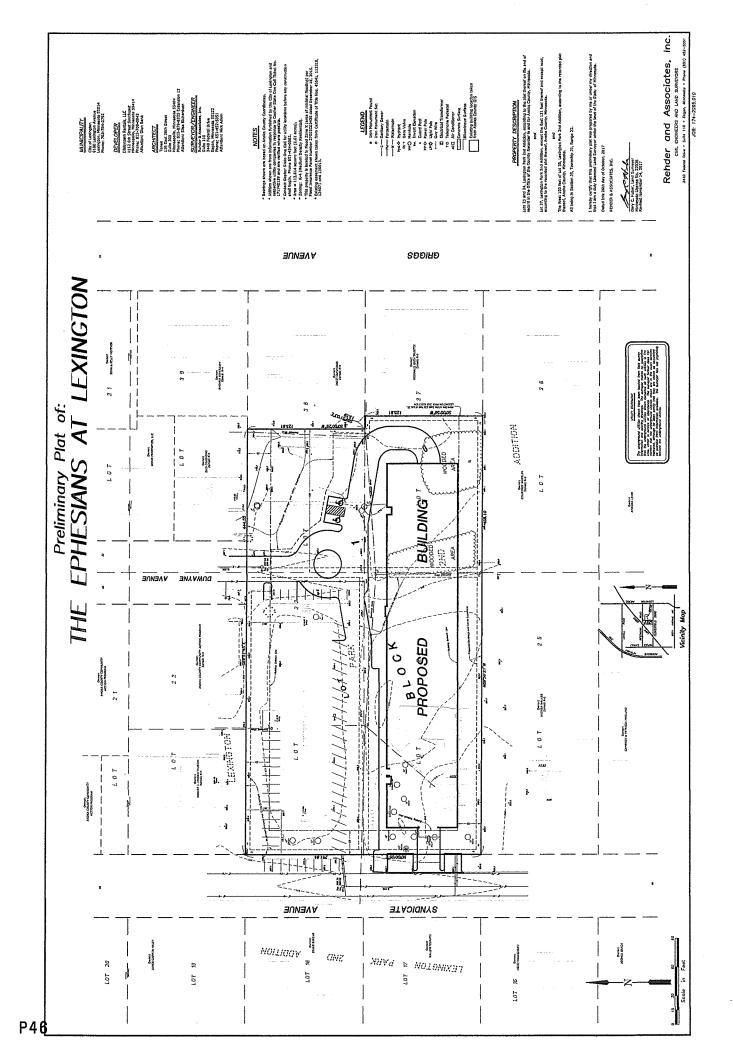
#### Rice Creek Watershed District (RCWD)

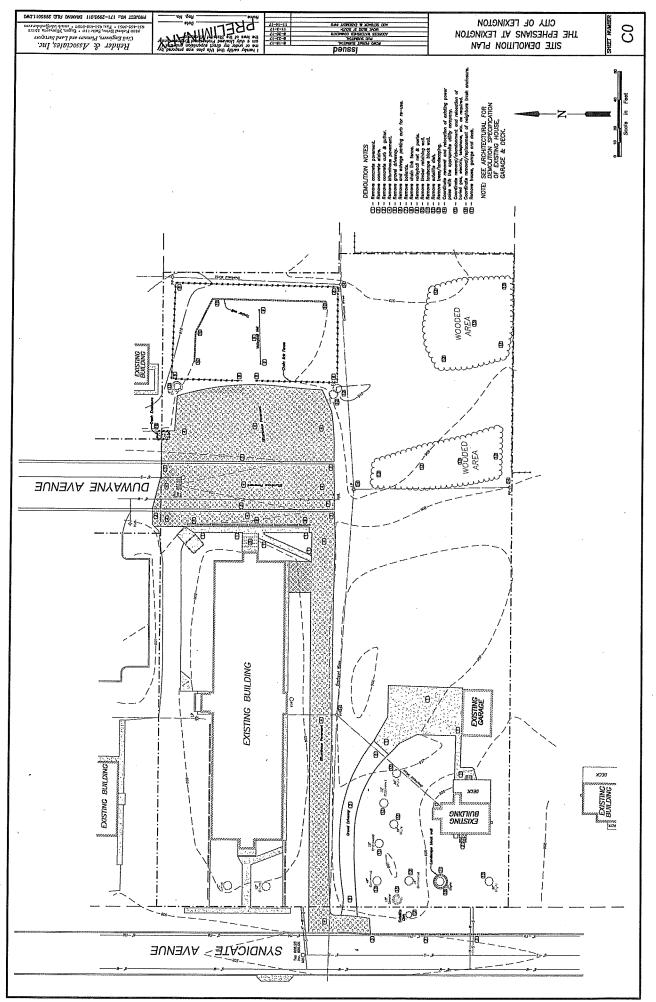
All comments and concerns of the watershed district should be addressed including obtaining the final watershed permit prior to the City signing the final plat or authorizing any site work. A final copy of the permit should be submitted to the City.

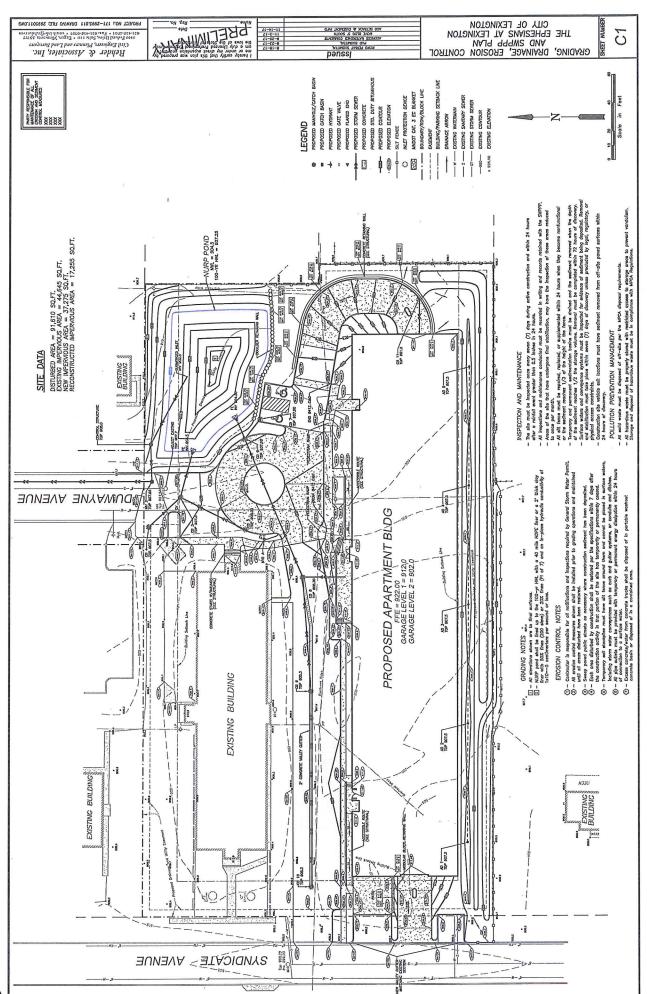
#### **Preliminary Plat Recommendation**

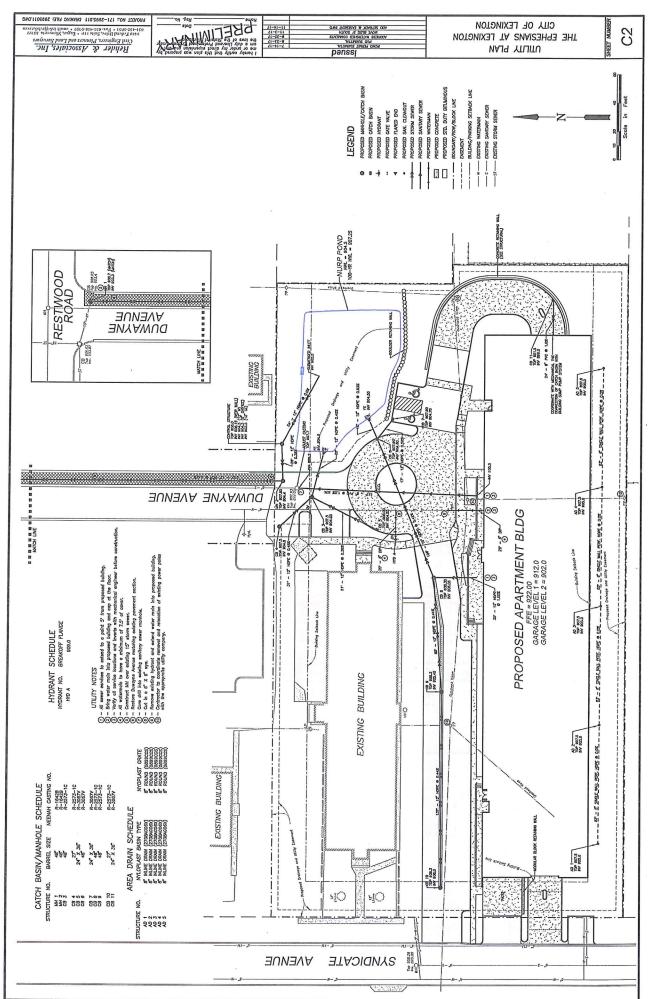
Staff is recommending the Planning Commission recommend approval of the Preliminary Plat for The Ephesians at Lexington - Block 1, Lot 1 with the following conditions:

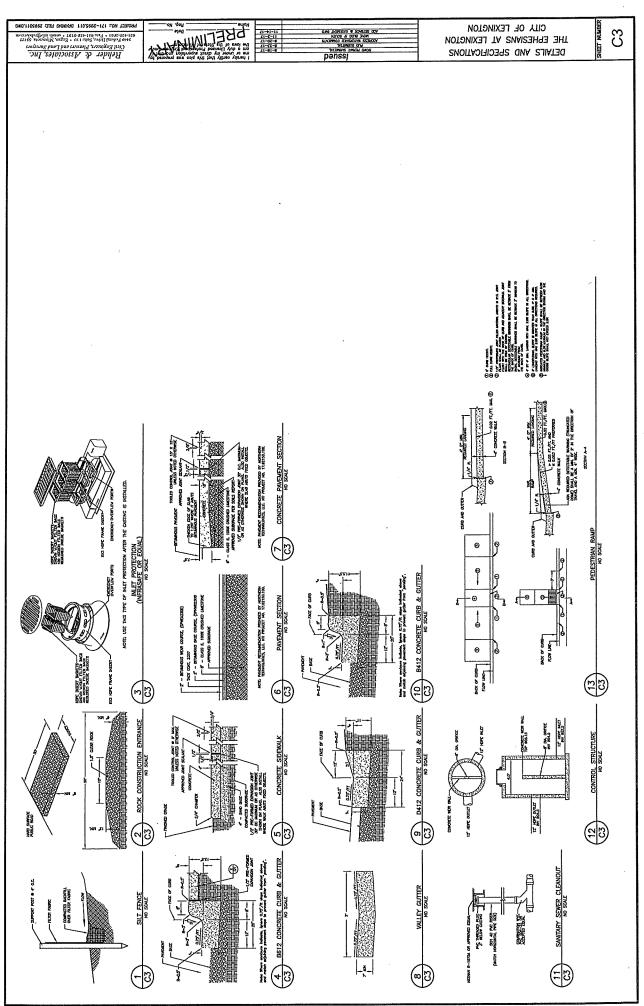
- 1. All comments and concerns of the City Engineer, City Attorney, City Clerk, City Administrator, Building Inspector and Fire Marshal shall be met as required by City Staff.
- 2. An approved Planned Unit Development (PUD) ordinance or other regulatory method exists that addresses the following non-compliance with City Code issues:
  - a. Proposed Density of approximately 56 dwelling units per acre (145 dwelling units in two building on a 2.61-acre lot) from the allowed 20 dwelling units per acre in an R-4 zone.
  - b. Proposal to construct a 2<sup>nd</sup> principal use structure on the proposed Lot 1 and operate two separate principal uses multi-family rental apartment buildings in perpetuity on Lot 1.
  - c. Proposed off-street parking stalls numbering 228 for 145 dwelling units where City Code requires 290.
- 3. The required amount of cash in lieu of parkland dedication shall be calculated and that amount shall be included in the executed Developers Agreement. Parkland dedication fees, as required, shall be paid at the time of executing the Final Plat.
- 4. The Applicant shall submit an application to vacate any easements where necessary and appropriate. The vacation process shall be completed prior to or at the same time as submitting for Final Plat approval from the City.
- 5. Revised plans shall be submitted as required by staff.

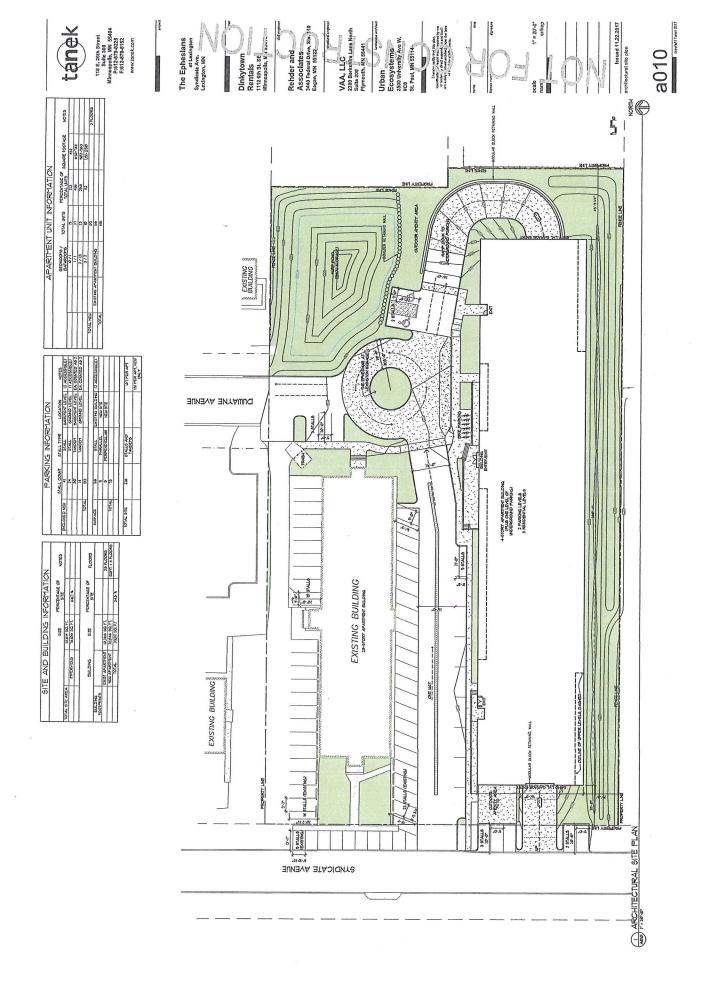


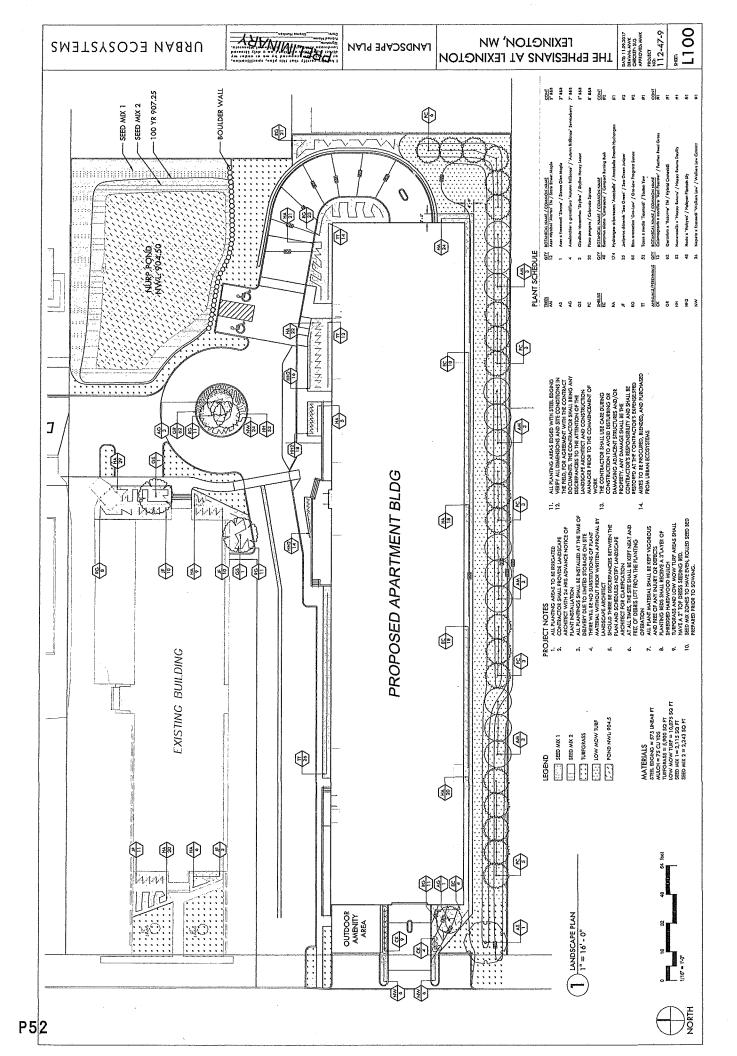












#### CITY OF LEXINGTON COUNTY OF ANOKA STATE OF MINNESOTA

#### **ORDINANCE #17-32**

## A RESOLUTION OF THE CITY COUNCIL OF LEXINGTON, MINNESOTA, APPROVING PLANNED UNIT DEVELOPMENT

WHEREAS, the Applicants, own or a have purchase agreement, and request a Planned Unit Development spanning four parcels:

Parcel #1. 8941 Syndicate Avenue, Lexington, Property Identification Number 35-31-23-13-0032. Legally described as Lot Twenty-three (23), except the East Thirty-three feet thereof, Lexington Park 2nd Addition, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Anoka County, Minnesota.

Parcel #2. 8925 Syndicate Avenue, Lexington, Property Identification Number 35-31-23-13-0034. Legally described as Lot Twenty-four (24), Lexington Park 2nd Addition, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Anoka County, Minnesota.

Parcel #3. Unassigned situs, Lexington, Property Identification Number 35-31-23-13-0054. Legally described as The West 150 feet of Lot Thirty-eight (38), Lexington Park 2nd Addition, according to the recorded plat thereof, Anoka County, Minnesota.

Parcel #4. Unassigned situs, Lexington, Property Identification Number 35-31-23-13-0051. Lot Thirty-seven (37), except the East 131 feet thereof, Lexington Park 2nd Addition, according to the recorded plat thereof, Anoka County, Minnesota.

Hereinafter known as the "Subject Parcel(s);" and,

WHEREAS, the Applicants made application for a Planned Unit Development to exceed performance standards for building height, unit density, parking, front setback and signage size; and,

WHEREAS, the Subject Parcels are in the R-4 Medium Density Residential Zoning District; and,

WHEREAS, the Planning & Zoning Commission, with all members of the City Council in attendance, conducted a public hearing on September 12, 2017, and received public testimony regarding the proposed zoning map amendment; and

WHEREAS, all required notices regarding the public hearing were properly made; and

WHEREAS, the Planning Commission, after considering the application, recommended denial of the Planned Unit Development application as it was proposed. As grounds for its denial, the consensus of the Commission cited that exceeding the building height by one-story was unacceptable for the neighborhood but noted how exceeding the remaining performance standards could be handled through the use of a Conditional Use Permit; and

WHEREAS, after the recommendation for denial by the Planning Commission and after listening to the public's input, the Applicants revised their application for a Planned Unit Development by lowing their building design to meet the existing building height requirements, lower unit density, and increased the number of parking stalls for tenants and visitors; and,

WHEREAS, the City Council reviewed the application for a Planned Unit Development and the Planning Commission's recommendation on September 21, 2017 and gave their preliminary approval of same. The Council sent this matter back to the Planning Commission for further consideration and to create conditions to manage this approved use.

WHEREAS, after further refinement of the Applicant's plans, on December 12, 2017, the Planning Commission considered and recommends this refined version of the Planned Unit Development and Conditional Use Permit.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEXINGTON, MINNESOTA, that it adopts the following findings of fact related to the requested Planned Unit Development:

- 1. The requested Planned Unit Development is part of a strategy by the Applicants to assemble the Subject Parcels into a single parcel within a common zoning district. Thereafter they intend to execute a common scheme to develop and rehabilitate these parcels. Their plans include the addition of new stormwater management for the general vicinity and construction of a new apartment building. That building will have units ranging from studio apartments to three bedrooms, and offering a number of amenities unlike existing apartment buildings in the vicinity. Income derived from those new units will support the rehabilitation and expansion of the existing apartment building on the site.
- 2. The Subject Parcel to the northwest contains an existing, blighted apartment on Syndicate Avenue. This building currently exceeds the performance standard of 20-units per acre by having 56 units on a 0.84 acre parcel. This density is equal to 66.66 units per acre. All of the apartment buildings on this block of Syndicate Avenue within the R-4 Medium Density Residential Zoning District exceed the density performance standard as they have more than 20-units per acre. The Applicants desires to rehabilitate this existing building and incorporate it into a campus with the newly constructed apartment building.
- 3. The Parcels to the northeast and southeast are both vacant, undeveloped parcels accessible from DuWayne Avenue. The Parcel to the southwest is a single family home on Syndicate Avenue. The Applicants rent out that home. Combined with the portion of DuWayne Avenue that will be vacated, these combined parcels equal 1.83 acres. These parcels would be used to construct the new apartment building with 89 units and stormwater facilities to serve this parcel and surrounding parcels. This density is equal to 48.63 units per acre.

- 4. The requested density for the new building would not change the general character of the neighborhood as the entire R-4 block of Syndicate contains apartment buildings that exceed the performance standard by having more than 20-units per acre. Proposed changes to the City's Land Use Comprehensive plan recognize the reality that apartment buildings existing on this block do not meet the current standard, and will increase the allowable density under the Comprehensive Plan to meet the density of those existing apartment buildings. Given how the apartment building existing on the southwest Subject Parcel has a unit density of 66.66 units per acre and the proposed building will have a unit density of 48.63 units per acre, the density of this proposed building will fit under the proposed changes.
- 5. Greater density in this general area of the City is desirable for sending more customers to the nearby business district.
- 6. Approval of this rezoning helps accomplish the following goals from the City's Comprehensive Plan:
  - a. Prioritize and redevelop vacant, deteriorated or abandoned properties.
  - b. Encourage ongoing maintenance and rehabilitation of existing residential properties.
  - c. Maintain zoning provisions that do not burden the development of low and moderate-income housing opportunities.
  - d. Maintain a variety of housing opportunities for all income and age groups.
- 7. A Conditional Use Permit can be used to address any potential problems arising from parking, density, front yard setbacks, or the size of signage. This matter requires more input from the community and is best addressed by the Planning and Zoning Commission.

**Section 1.** The City Council of Lexington does hereby ordain that Parcels, Property Identification Numbers 35-31-23-13-0032; 35-31-23-13-0034; 35-31-23-13-0051; 35-31-23-13-0054, are subject to a Planned Unit Development that shall exceed the following performance standard as set forth in the Lexington Code of Ordinances:

#### A. Density:

Proposed density of 56 units/acre exceeds the R-4 zoning maximum of 20 units/acre.

	Standard	Request	Difference
Density	20/acre x 2.61 acres = 52 units	89 new + 56 exg = 145 units	93 units with approved zoning

#### B. Parking:

	Standard	Request	Difference
Parking	2 per apartment	228 stalls (1.57 per apt)*	0.43 stalls per apt

<sup>\*</sup> We are counting tandem spaces as two spaces.

Parking dimensions and detail:

- 1) Existing Syndicate Apartment Building:
  - a. Nine existing stalls of approximately 8'-10 ½" x 13'-3", located directly west and perpendicular to Syndicate Avenue (does not meet standard stall size). In an effort to enhance this grouping of parking stalls, the Developer proposes the following improvements:
    - i. Add existing north/south abutting paved sidewalk area to the parking stalls, which would increase the length of stalls from 13'-3" to approximately 17'-0". Please note that the subject sidewalk is not required.
    - ii. Apply asphalt resurfacing to this area.
    - iii. Add vehicular stops to the stalls in either of these two applications, whichever is feasible:
      - 1. Add tire stops to the east of each stall, or
      - 2. If grading and drainage permits install 3" surmountable curbs
    - iv. Several local municipalities have provisions in their regulations for Compact Parking Stalls which typically measure 8'-0" x 15'-0" to 8'-6" x 15'-0". Although the City of Lexington's regulations do not contain provisions for Compact Parking Stalls the proposal above to increase the length of the existing stalls would result in revised stall sizes of 8'-10 ½" x 17'-0"(approximate length), which would well exceed the size of Compact Parking Stalls in other municipalities.
    - v. The Developer in addition would install signage to regulate these revised undersized stalls.
    - vi. Increasing the length of the stalls would result in the loss of an angled stall; we propose to make this up by adding a stall to the

southerly most portion of the new building on Syndicate Avenue. The proposed stall would measure 9'-0" x 20'-0"; and would be added to the 2-stall grouping just south of the proposed new building indoor parking ingress/egress, resulting in a 3-stall grouping.

- b. 14 existing stalls of approximately 9'-2" x 20'-2 ½" located in the section northwest of the existing building (meets standard)
- c. A total of 23 existing angled stalls 5 existing angled stalls (reduces to 4 should City accept proposal @ item 1,a,i) of approximately 8'-9 34" x 19'-1", plus 18 existing angled stalls of approximately 9'-0" x 16'-9" located directly to the south (does not meet standard stall size)
- d. 10 new stalls @ 9'-0" x 20'-0" to be located in the section northeast of the existing building (meets standards). Developer proposes to provide tire stops.
  - Note The distance between the parking stalls and the northerly property line is approximately 17'-5 3%" and represents that portion owned by Dinkytown Rentals. There appears to be a shared drive aisle condition here with the remaining portion on the property to the north. Total drive aisle appears to be 24'-0" or greater, however there does not appear to be a minimum drive aisle width called out in the zoning or subdivision chapters of the code.
- e. 3 new stalls @ 9'-0" x 20'-0" to be located directly east of the existing building (meets standard)
- 2) Proposed Apartment Building surface parking:
  - a. 5 (increase to 6 should City accept proposal @ item 1,a,I) new stalls @ 9'-0" x 20'-0" to be located directly west and perpendicular to Syndicate Avenue (size meets standard, but does not meet location standard located in the public Right Of Way, encroaches slightly on setback)
  - b. Nine new parallel stalls @ 8'-0" x 21'-0" to be located directly north of the proposed building (does not meet standard stall size, 1 stall falls within the setback).
  - c. 2 new HC stalls @ 9'-0" x 20'-0" to be located northeast of the proposed building (meets standards)

- 3) Proposed Apartment Building Indoor Parking:
  - a. Each proposed tandem-parking stall is counted as two stalls. 44 Tandem stalls are proposed at 9'-0" x 34'-0". The proposed length is 6'-0" short of 2 combined standard parking stalls.
  - b. 65 single parking stalls are proposed at 9'-0" x 18'-0". The proposed length is 2'-0" short of a standard parking stall.

#### C. Proposed Turn-around:

	Standard	Request	Difference
Turn-around	45 foot radius	35 foot radius	10 foot radius

35 foot requested radius design meets necessary access and turn-around for a 41'-0" fire ladder truck, the City of Lexington's 35'-0" Plow Truck, and other service vehicles.

#### D. Private Roadway:

The proposed turn-around will be a private roadway, which due to its proposed 35 foot radius will exceed a standard.

#### E. Right Of Way:

Private roadways proposed within PUD will not meet certain normal roadway requirements. Private roadways to be located within the site include:

- 1) Roadway of 26'-0" width from Syndicate to the turn-around.
- 2) One-way turn-around of 20'-0" width.
- 3) Roadway of 24'-0" width from turn-around connecting to existing DuWayne Avenue.

The Developer understands that normal roadways and right of ways allow for the use of snow storage. Therefore, the developer will allow for the use of snow storage reasonably within or around areas of the private roadways.

#### F. Fire Department access plan reviewed with Fire Chief and Fire Marshall:

- 1) One single fire apparatus access road will be allowed to serve both buildings provided:
- a. The access road shall be a minimum of 26'-0" unobstructed width.
- b. Shall be signed "Fire Lane" with appropriate signs.

2) Existing Syndicate Apartment Building shall be retrofitted with an automatic sprinkler system to be installed under a phased plan over an agreed upon period of time – see separate phasing document for details.

### G. Principal Structures:

With the combining of multiple lots zoned R-4 into a proposed PUD there will now be two principal structures on a single parcel. This will exceed the requirement of a maximum of one principal structure on a single parcel (exceeds requirement).

#### H. Patio:

The patio proposed to the west of the new building on the Syndicate side will exceed the R-4 requirement of maximum 25% of the front setback (exceeds requirement).

#### I. Signage:

Proposed monument sign to be located in the center of the turnaround will not exceed 60 square feet in area. This is larger than the 10 square feet allowed by ordinance (exceeds requirement).

Section 2. The implementation of this Planned Unit Development is contingent on the following:

- a. Applicants shall produce surveys and legal descriptions of the Subject Parcels and the vacated portion of DuWayne Avenue, and propose easements meeting all legal requirements including the transfer of utility, construction, wetland, street, access or other necessary easements to the Public for perpetual use.
- b. Applicants shall be subject to a Conditional Use Permit.
- c. Applicants shall enter into a Development Agreement with the City for the purpose set forth above and as otherwise dictated by law.
- d. Applicants shall pay all applicable building permit fees and other appropriate fees to the City.

Section 3. Effective Date. This ordinance shall be effective immediately upon its passage and publication.

PASSED AND DULY ADOPTED this 21st day of September 2017 by the City Council of the City of Lexington.

	Mark Kurth, Mayor	
Attest:		
Bill, Petracek, City Clerk		

#### CITY OF LEXINGTON COUNTY OF ANOKA STATE OF MINNESOTA

#### **RESOLUTION #17-34**

## A RESOLUTION OF THE CITY COUNCIL OF LEXINGTON, MINNESOTA, APPROVING A CONDITIONAL USE PERMIT

WHEREAS, the owners of 89Lexington, LLC, aka Tim and Karen Harmsen, desire to rehabilitate one of their existing apartment buildings and construct a new apartment building by means of a Planned Unit Development, that requires a Conditional Use Permit;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEXINGTON, MINNESOTA, formally approves the attached CONDITIONAL USE PERMIT.

PASSED AND DULY ADOPTED this 21st day of December 2017 by the City Council of the City of Lexington.

	Mark Kurth, Mayor	
Attest:		

#### ANOKA COUNTY, MINNESOTA

### APPROVAL OF CONDITIONAL USE PERMIT

- 1. Permit. Subject to the terms and conditions set forth herein, the City of Lexington ("City") hereby grants approval of a conditional use permit for:
  - 89 Lexington Lakes, LLC, (Tim & Karen Harmsen) ("Owner") to operate two apartment buildings subject the conditions of this permit.
- 2. Property. The permit is for the following described property, currently spanning four parcels:
  Parcel #1. 8941 Syndicate Avenue, Lexington, Property Identification Number 35-31-23-13-0032. Legally described as Lot Twenty-three (23), except the East Thirty-three feet thereof, Lexington Park 2nd Addition, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Anoka County, Minnesota.
- Parcel #2. 8925 Syndicate Avenue, Lexington, Property Identification Number 35-31-23-13-0034. Legally described as Lot Twenty-four (24), Lexington Park 2nd Addition, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Anoka County, Minnesota.
- Parcel #3. Unassigned situs, Lexington, Property Identification Number 35-31-23-13-0054. Legally described as The West 150 feet of Lot Thirty-eight (38), Lexington Park 2nd Addition, according to the recorded plat thereof, Anoka County, Minnesota.

Parcel #4. Unassigned situs, Lexington, Property Identification Number 35-31-23-13-0051. Lot Thirty-seven (37), except the East 131 feet thereof, Lexington Park 2nd Addition, according to the recorded plat thereof, Anoka County, Minnesota.

- 3. Conditions. This permit is issued subject to the following conditions:
  - a) Maintain the conditions of the approved Planned Unit Development for this property.
  - b) Maintain the approved landscape plan.
  - c) Owner shall comply with minimal landscaping standards within (12) months from the date of the building permit, subject to extension by the City Council per City Code.
  - d) Maintain the approved parking plan for size, location and number of stalls.
  - e) Maintain and denote any parking stall abutting a public street or other non-conforming parking stalls with signage or pavement marking approved by the City. (i.e. "Compact Car Only"). Owner to clear snow at the front of stalls, two-feet in front of the curb or curb-stop.
  - f) Maintain the pond and surrounding area on the northeast corner of the property.
  - g) City may deposit plowed snow in the pond and surrounding area on the northeast corner of the property.
  - h) Garbage containers shall only be visible outside a building or an approve enclosure on pickup days, and no garbage or discarded items shall be outside of approved containers or garbage enclosures.
  - i) Owner shall not allow, and shall enforce, that amplified music is not allowed on balconies, rooftops or outside of a building.
  - j) Owner shall not allow, and shall enforce, that outdoor cooking devices, open flame or flammable gas are not allowed on balconies or rooftops.
  - k) Operation of buildings must conform to City noise ordinances as a condition of this permit and applicable rental permit issued by the City.
  - 1) The apartment buildings shall have an on-site, live-in manager
  - m) Any condition stated in this conditional use permit may also be a condition of any other permit or license issued by the City.
  - n) Owner shall follow the applicable standards and requirements of the City of Lexington, Rice Creek Watershed District, Anoka County, Army Corp of Engineers, FEMA, Minnesota DNR and any other agency having jurisdiction over the property and shall secure and file with the City, any permits required by outside agencies.
  - o) The City reserves the right to annually review this permit for compliance with the conditions and may impose additional conditions to mitigate unforeseen problems.
  - p) Owner shall execute and complete the approved five-year plan to install fire and safety equipment in the building at 8941 Syndicate Avenue.
  - q) Owner shall execute and complete the plan to rehabilitate the interior and exterior of 8941 Syndicate Avenue.
- 4. Criminal Penalty. In additional to any civil or equitable remedies available to the City for violation of the terms of this permit, violation of the terms of this permit is also a criminal misdemeanor.

	BY:
	Mark Kurth, Mayor
Attest:	
Bill Petracek, City Ac	dministrator
STATE OF MINNESOTA	) ) ss.
COUNTY OF ANOKA	)
Kurth, Mayor and Bill Petra	cknowledged before me this day of December, 2017. by Mark cek, City Administrator of the City of Lexington, a Minnesota half of the corporation and pursuant to authority granted by its City
Notary Public	

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

#### CITY OF LEXINGTON COUNTY OF ANOKA STATE OF MINNESOTA

#### **RESOLUTION 17-35**

## A RESOLUTION OF THE CITY COUNCIL OF LEXINGTON, MINNESOTA, APPROVING A CONDITIONAL USE PERMIT

WHEREAS, the owners of 89Lexington, LLC, aka Tim and Karen Harmsen, desire to rehabilitate one of their existing apartment buildings and construct a new apartment building by means of a Planned Unit Development, that requires a Conditional Use Permit.

WHEREAS, on December 21, 2017, at their request and application, an Ordinance allowing a Planned Unit Development and a Resolution allowing a Conditional Use Permit were adopted by the City Council of Lexington, Minnesota.

WHEREAS, complete printed copy of these ordinances are available for inspection by any person during normal business hours of the City Clerk, 9180 Lexington Avenue, Lexington, MN, 55014, or emailed to anyone requesting it by telephone 763-784-2792.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lexington, due to the lengthy nature of these actions, has directed that this title and summary be prepared for publication pursuant to Minn. Stat. 412.191, Subd. 4.

IN SUMMARY, the purpose of these actions by the Council facilitate the rehabilitate of an existing apartment building and construct a new apartment building as allowed by the City Code Zoning Code.

WHEREAS, the Council has by at least 4/5 vote approved this public notice on the 21st day of December 2016.

	Mark Kurth, Mayor	
Attest:		
Bill Petracek, City Administrator	_	

#### CITY OF LEXINGTON COUNTY OF ANOKA STATE OF MINNESOTA

#### **RESOLUTION #17-36**

## A RESOLUTION OF THE CITY COUNCIL OF LEXINGTON, MINNESOTA, APPROVING A VACATION OF PERMANENT EASEMENT

WHEREAS, the owners of 89Lexington, LLC, aka Tim and Karen Harmsen, desire to rehabilitate one of their existing apartment buildings and construct a new apartment find it necessary to move a powerline and public utility easement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEXINGTON, MINNESOTA, formally approves the attached VACATION OF PERMANENT EASMENT.

PASSED AND DULY ADOPTED this 21st day of December 2017 by the City Council of the City of Lexington.

	Mark Kurth, M	ayor
Attest:		

### **VACATION OF PERMANENT EASEMENT**

**THIS VACATION OF EASEMENT** is made this 21st day of December, 2017, by the **CITY OF LEXINGTON**, a municipal corporation organized under the laws of the State of Minnesota, as Grantee, hereinafter referred to as "City."

#### WITNESSETH:

THE CITY, ON BEHALF OF THE PUBLIC, does vacate the following easements, legally describes as follows:

A 5-foot wide easement for public utilities along the rear and side boundary lines of Lots 23 and 24, LEXINGTON PARK 2ND ADDITION, according to the recorded plat thereof, Anoka County, Minnesota.

A 5-foot wide easement for public utilities across the rear line of Lot 37, LEXINGTON PARK 2ND ADDITION, according to the recorded plat thereof, Anoka County, Minnesota.

A 5-foot wide easement for public utilities across the rear line of the West 150 feet of Lot Thirty-eight (38), Lexington Park 2nd Addition according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Anoka County, Minnesota.

THE CITY, for itself, its successors and assigns, being well seized in ownership of these aforementioned easements, does release and vacate its right of easement.

**IN WITNESS WHEREOF**, the City, by its duly authorized representative, has signed this Vacation of Permanent Easement the day and year first above written.

	CITY OF LEXINGTON
	BY:
	Mark Kurth, Mayor
Attest:	
Bill Petracek, City Administrator	
STATE OF MINNESOTA )	
) ss. COUNTY OF ANOKA )	

The foregoing was acknowledged before me this 21 day of December, 2017. by Mark Kurth, Mayor and Bill Petracek, City Administrator of the City of Lexington, a Minnesota municipal corporation, on behalf of the corporation and pursuant to authority granted by its City Council.

Notary Public

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

#### DEVELOPMENT/SUBDIVISION AGREEMENT

(Developer Installed Improvements)

#### The Ephesians

THIS DEVELOPMENT/SUBDIVISION AGREEMENT ("Agreement") dated December 21, 2017, by and between the CITY OF LEXINGTON, a Minnesota municipal corporation ("City"); and 89 LEXINGTON LAKES, LLC, a Minnesota limited liability company, (the "Developer").

- 1. REQUEST FOR PLAT AND DEVELOPMENT APPROVAL. The Developer has asked the City to approve a final plat for THE EPHESIANS (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 intents to combine and plat four parcels in order to construct an 89-unit apartment building and to rehabilitate an existing 56-unit apartment building and supporting infrastructure ("Project").
- 2. CONDITIONS OF PLAT AND DEVELOPMENT APPROVAL. This Agreement serves as the Master Agreement for the development of The Ephesians. The development will be approved in two Stages: Stage I, approval of the Preliminary Plat and Recordable Easements, along with the Foundation Plan Package and grant of a Permit to construct Footings and Foundation; and Stage II, approval of the Final Plat with approval of the remaining Development Plans and Permits necessary to complete construction of the Project. Prior to approval of the Final Plat, all of the remaining conditions and clauses that remain unresolved by this Agreement will be agreed upon in a written, Supplemental Development Agreement. Such Supplement Development Agreement shall be incorporated into this Agreement and become part of this Agreement.

Upon execution of this Agreement, City approval of the Preliminary Plat and Foundation Plan Package, and upon payment of security for this purpose as detailed below, the City will issue a Permit to allow execution of the Foundation Plan Package and construction of Footings and Foundation.

At such time as the City approves the Final Plat, the Developer enters into a Supplemental Development Agreement, and furnishes the security required, the City may approve building permits to construct the remainder of the Project. Recording the Final Plat will not be required in order for the City to approve the necessary building permits to construct the Project.

Notwithstanding anything to the contrary in this Agreement, the Developer acknowledges and agrees that the City controls the means, method and timing of when the Final Plat will be filed with the County. As long as all other conditions in the Agreement are met, the City shall file the Final Plat whenever so requested by the Developer.

The Developer must request the City to record the Final Plat with the County Recorder or Registrar of Titles within one-year after the execution of the Supplemental Development Agreement. If the Final Plat is not recorded within the one-year holding period, the approval of the Final Plat to the Developer is void, unless a written request for an extension is submitted to the City Administrator before the one-year holding period expires. The extension will be approved or denied by the City Council within fifteen (15) days. Such Final Plat shall contain all easements required for the construction of improvements for the development.

The City, of its own accord, may file the Final Plat when any of the following conditions are met:

a. Any time after the expiration of the aforementioned one-year holding period;

- b. Any time after the City receives notice from the Internal Revenue Service or other governmental agency regarding a potential audit or review related to this Land or Plat; or,
- c. Any time after the City receives notice of potential litigation regarding this Land or Plat.
- RIGHT TO PROCEED. Within the Final Plat or Land to be platted, the 3. Developer may not grade (except as authorized in a 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 and any Supplemental Development Agreement has been fully executed by all parties, including owners, lessors, lessees and mortgage holders, and filed with the City Administrator, 2) the necessary security has been received by the City, 3) the Plat has been approved by the City Council and is in a form ready for recording with the Anoka County Recorder's Office, 4) the necessary easements or rights-of-ways have been recorded, and 5) the City Administrator has issued a letter that all conditions have been satisfied and that the Developer may proceed. The Final Plat will not be released to the Developer and may not be recorded until the necessary security has been received and accepted by the City, and the conditions set forth in Section 3 are met. 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 or any supplemental Agreement, and the breach has not been remedied within the applicable notice period.

5. CHANGES IN OFFICIAL CONTROLS. For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved Final Plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Agreement.

6. **DEVELOPMENT PLANS.** The Final Plat shall be developed in accordance with the following plans ("Plans") which are on file with the City. The Plans shall not be attached to this Agreement. If the Plans vary from the written terms of this Agreement, the written terms shall control.

The Stage I Plan is:

Plan A -- Foundation Plan Package

The Stage II Plans<sup>1</sup> are:

Plan B – The Ephesians Preliminary & Final Plat, dated ##/##/2017 prepared by Rehder & Associates, Inc.<sup>2</sup>

Plan C – Sheet a010 (alt ? shown at P&Z meeting 12-12-17) dated ##/##/2017 prepared by Tanek.

Plan D – Sheet C0. Site Demolition Plan, dated ##/##/2017; Sheet C1. Grading, Drainage, Erosion Control and Storm Water Pollution Prevention Plan, dated ##/##/2017; Sheet C2 Utility Plans, dated ##/##/2017; Sheet C3 Details and Specifications dated ##/##/2017 prepared by Rehder & Associates, Inc.

Plan E – Construction Plan Specifications by Rehder & Associates, Inc. (to be submitted and reviewed)

<sup>1</sup> The Final Plans will be updated in the Supplemental Development Agreement.

<sup>&</sup>lt;sup>2</sup> The Final Plat shall be adopted by a Supplemental Development Agreement prior to Stage 2 construction.

- Plan F -- Sheet L100 Landscape Plan, dated ##/##/2017 prepared by Urban Ecosystems
- 7. PUBLIC AND PRIVATE IMPROVEMENTS. The Developer shall install and pay for the following improvements ("Improvements") as required by the Construction Plans:

THESE IMPROVEMENTS WILL BE DEFINED IN THE SUPPLIMENTAL DEVELOPMENT AGREEMENT.

All Improvements shall be installed in Stages as discussed above and in accordance with the City's subdivision ordinance; City standard specifications for utilities and street construction; and any other applicable law, ordinance or policy—this includes private improvements constructed in lieu of public improvements. The Developer shall submit plans and specifications for the Improvements that have been prepared by a competent registered professional civil engineer to the City for approval by the City Council. No changes may be made to the Plans without the City's express written consent. 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 an acceptable 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 necessary. Before the Security for the completion of Public Improvements is released in total, iron monuments must be

installed in accordance with Minn. Stat. § 505.02. 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. Those permits necessary to begin Stage I work include, but are not limited to:
  - NPDES Permit for Grading and Erosion Control
  - City of Lexington for soil and erosion permits; excavation permit; and foundation construction permit.

Those permits necessary to begin Stage II work include, but are not limited to:

- City of Lexington for Building Permits
- Rice Creek Watershed District
- Rice Creek Watershed District maintenance or operation agreement for the stormwater pond on the site.
- City Permits for Utilities such as gas, phone, electric, cable TV, water & sanitary sewer.
- 9. TIME OF PERFORMANCE. The Developer shall install all required public improvements ("Public Improvements") in the Plans with the exception of the final wear course of asphalt by December 31, 2018. 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 posted by the Developer to reflect cost increases and the extended completion date.
- 10. LICENSE. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Land to be platted to perform all work and inspections deemed appropriate by the City in conjunction with the Plat development and the Improvements.
- 11. EROSION CONTROL. The erosion control shall be implemented by the Developer according to the Stormwater 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 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 within thirty (30) days, the City may draw down on the Security or Additional Security to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the Developer is in full compliance with the approved erosion control plans.

The Developer shall require all contractors and subcontractors working on the Project to comply with City's erosion control standards. 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 Plat shall be graded in accordance with the Grading Plan. Within thirty (30) days after completion of the grading and before 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, with elevation shots showing that all ponds, swales, emergency overflows and ditches have been constructed in accordance with the approved grading plan. Developer shall verify lot corner elevations, pond depth, stormwater ingress, and building pads. The City will withhold issuance of building permits until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City Engineer. The Developer shall be required to maintain all erosion control measures until written termination of the MDES permit is issued by the City.
- 13. **DEWATERING.** Due to the variable nature of groundwater levels and stormwater 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. OWNERSHIP OF IMPROVEMENTS. Upon completion and acceptance of the work and construction required by this Agreement, the Developer shall retain ownership of the Improvements lying within public easements. The Developer shall retain ownership and maintain all ponds and other erosion control measures until adequate ground cover has been established on the Plat, and the Plat shall indicate an easement in favor of the Public for stormwater use, access and maintenance, and shall specifically indicate that easement in favor of the Public also includes the right to plow, dump and store plowed snow and ice. However, the Developer shall maintain ponds until the development is complete in conformance with this Agreement, and provided that the engineer for Developer shall certify that the ponds have been cleaned and provide the designed holding capacity prior to the City certifying the ponds.

Likewise, the Plat shall indicate easements in favor of the Public for the private street and utility easement. The easement in favor of the Public over the private street shall indicate use and access to the Public. The easement in favor of the Public over the utility easement shall indicate use, access and maintenance. All of the easements set forth in this Section must be reduced to writing and recorded with the County before to Stage II construction may begin. These recorded easements are in addition to inclusion of these easements on the Final Plat.

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

right or title the Developer grants to the City for an easement, Development Agreement, Supplemental Development Agreement, or any feature included on the Final Plat, except by an express written authorization approved by the City Council.

17. ADMINISTRATION COSTS. The Developer shall reimburse the City for all of the City's actual out-of-pocket expenses for this development including, but not limited to expenses incurred for legal, planning, engineering services, development agreement compliance and inspection services. The Developer shall deposit and maintain with the City a \$10,000 cash escrow for payment of these accrued or future costs. The 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 plat development and construction for any unpaid bills until they are paid in full and the escrow replenished to its original amount. Bills not paid within thirty (30) days shall accrue interest at the rate of eighteen percent (18%) per year. City may at its option draw against developer security to reimburse itself for such costs.

Before the City signs the final Plat, Developer must pay or satisfy all of these costs, and any other unpaid governmental fees, assessments, judgments or real estate taxes, plus any penalty and interest.

18. SECURITY. To guarantee compliance with all of the terms of this Agreement, including payment of real estate taxes, including interest and penalties, payment of Administration Costs, Construction Costs, payment of the costs of all Improvements, construction of all Improvements, and payment to remediate any nuisances created by this Development (including compliance with governmental audits or litigation related to the Developer), the Developer shall furnish the City with a Letter of Credit in the form attached hereto as Exhibits B1 and B2, from a bank or other financial

institution acceptable to the City ("Security") in the amount set forth below. The amount of the Security is calculated as follows:

#### 19. IMPROVEMENTS & CONSTRUCTION COSTS:

- 1. Stage I: Cost of Foundation and Footings escrow (Paid at time of Preliminary Plat approval. Exhibit B1)
  - a. Demolition and reconstruction costs

\$65,000.00

2. Stage II: Cost of development, description: (Paid at time of Final Plat approval. Exhibit B2)

THESE COSTS WILL BE DEFINED BY THE SUPPLEMENTAL DEVELOPMENT AGREEMENT.

**Sub-Total Estimated Cost** 

\$65,000.00

**TOTAL COSTS** 

\$65,000

**OTHER COSTS:** 

Additional security (25%)

\$16,205.00

#### TOTAL STAGE I, PROJECT SECURITIES

\$81,250.00

This breakdown is for historical reference; it is not a restriction on the use of the Security. The Security shall be for a term ending January 31, 2020, 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, with a written seven (7) day notice and seven (7) 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 seven (7) days or upon discovery that the Security will not automatically renew. If the required Improvements are not completed at least thirty (30) days prior to the expiration of the Security, the City may also draw it 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 work has 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 that work required by this Agreement has been performed, 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 work required by this Agreement has been performed, 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 and Additional Security in an amount up to 125% of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the Security or Additional Security deposited with the District Court, except that the Court shall retain jurisdiction to determine attorneys' fees pursuant to this Agreement.

- **21. SPECIAL PROVISIONS.** The following special provisions shall apply to plat development:
- a. <u>Park Dedication</u>. Before the City approves the Preliminary Plat, the Developer shall:
  - i. Make a cash contribution of \$52,216.00 in lieu of land dedication.

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

- ii. This plat is subject to city trunk system charges for water and sanitary sewer, as well as Met Council charges for sewer only; also known as availability charges. These will be collected with building permits at the, then current rates.
- b. <u>Record Construction Drawings</u>. 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.

- c. <u>Electronic Format</u>. 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).
- d. <u>Fixture Installation</u>. The Developer shall be responsible for the cost and installation of street and parking lot lighting, street signs and traffic signs consistent with the Plans and specifications approved by the City. Before the City signs the final Plat, the Developer shall pay these costs either to the City to procure or install same, take responsibility for procurement and installation of same, or employ combination thereof. The cost of street and parking lot lighting, street signs and traffic signs installation is set forth, above. In the event the Developer elects to take responsibility for any procurement or installations, the Developer shall post security in the amount of costs, set forth above.
- e. <u>Street Plowing & Cleaning</u>. Developer shall be responsible for plowing and cleaning its portion of DuWayne Avenue beginning on the day of closing. During the period when the Developer is responsible for plowing and cleaning the street, should the City be required to plow or clean the street, the Developer agrees to compensate the City for these services at the rate set forth above.
- f. <u>Site Access for Grading and Construction</u>. Access to the site during excavation, grading and construction shall only be permitted pursuant to the following conditions:
  - i. Developer will provide a screened construction fence surrounding the development to the extent allowed by statute.
  - ii. Developer will instruct associates and sub-contractors to bring trucks into the site from Restwood Road and through DuWayne Avenue. Early arrivals

will be instructed to park in the shopping center parking lot until needed. All others to park in designated areas away from on-street parking in front of neighboring homes.

- iii. Developer will use an electric hoisting crane to mitigate noise during the framing process and will adhere to all city curfews and restrictions. They will inform neighbors through all phases of construction in order to be sensitive to the inherent inconveniences.
  - iv. Developer will have Security at the site during construction.
- v. Developer associates and sub-contractors shall avoid working on the weekends.
- vi. Developer shall maintain communication with the neighboring properties. The use of a website, group emails or Google Docs would be helpful.
- vii. Developer shall repair damage to the neighboring streets, curbs or other public infrastructure caused by construction of the Project.
- g. <u>Assumption Of The Risk</u>. Developer accepts and understands that proceeding with excavation, and footing and foundation work before Final Plat approval could create risks that the Plans, through no fault of the Developer or City, could change at or before Final Plat approval. If the Development Plans were to change in a manner that result in extra work or cost to Developer, the Developer accepts that risk and assumes the liabilities associated with the risk of proceeding with work prior to Final Plat approval.

#### 22. ACCEPTANCE AND WARRANTY

a. Within 60 days after Developer delivers a complete set of reproducible "as constructed" plans and s set of electronic format "as constructed" plans for the Developer installed

public improvements and a letter requesting acceptance by the City of such improvements, City shall review said improvements and consent to and accept the public 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 public improvements identified in the Developer's written request for acceptance.

- b. 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 all Improvements are installed by one contractor, 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 his contractor shall post maintenance bonds in the amount of thirty-five percent (35%) of final construction costs to secure the warranties. The City standard specifications for utilities and street construction identify the procedures for final acceptance of streets and utilities.
- of the work to be performed by it hereunder, 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 Public Improvements, the Developer assumes all liability and costs resulting in delays in completion of Public Improvements and damage to Public 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. This Agreement shall run with the land and may be recorded against the title to the Land. 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 Public Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the 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 Development 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 substantially comply with the form attached hereto as Exhibit C.
- H. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

I. The Developer may not assign this Agreement without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force

and effect even if the Developer sells one or more lots, the entire Plat, or any part of it.

J. The Developer shall hold the City and its officers, employees, and agents

harmless from claims or audits made by it and third parties for damages sustained or costs incurred

resulting from Plat development. 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.

K. Attached, as Exhibit D is a summary of the Developer's financial

obligations identified in other sections of this Agreement.

L. MINIMUM APARTMENT RENTAL VALUES - BUILDING

COVENENT. Developer has agreed to rent apartments with a minimum rental value of \$800.00

to \$4,800.00. The city may withhold a rental permit for any building where a unit does not fall

within the minimum range of values.

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:

89 LEXINGTON LAKES, LLC

74 E. Golden Lake Road

Circle Pines, MN 55014

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.

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

## SIGNATURE PAGE TO SUBDIVISION AGREEMENT The Ephesians

#### CITY OF LEXINGTON

	/
(SEAL)	BY: Mark Kurth, Mayor
	ANDBill Patracek, City Administrator
STATE OF MINNESOTA	) ( ss.
COUNTY OF ANOKA	)
2017, by Mark Kurth, Mayor	ment was acknowledged before me this day of, and by Bill Patracek, City Administrator, of the City of Lexington oration, on behalf of the corporation and pursuant to the authority
	NOTARY PUBLIC

DRAFTED BY AND RETURN TO:

City Of Lexington 9180 Lexington Avenue Lexington, MN 55014

#### SIGNATURE PAGE TO SUBDIVISION AGREEMENT The Ephesians

DEVELOPER: 89 LEXINGTON LAKES, LLC,

	BY: Tim C. Harmsen, President
STATE OF MINNESOTA COUNTY OF	) ( ss. )
	ment was acknowledged before me this day of resident, of 89 Lexington Lakes, LLC, a Minnesota Limited Liability LC.
	NOTARY PUBLIC

## GROUND TENANT CONSENT TO SUBDIVISION AGREEMENT The Ephesians

CPEC EXCHANGE 41698, LLC, a Minnesota limited liability company, the ground tenant of all or part of the subject property, the development of which is governed by the foregoing Development/Subdivision Agreement, affirm and consent to the provisions thereof and agree to be bound by the provisions as the same may apply to that portion of the subject property owned by them.

Dated this day of	, 2017.
	CPEC EXCHANGE 41698, LLC
	By:
STATE OF MINNESOTA ) ( ss. COUNTY OF)	
The foregoing instrument was acl	knowledged before me this day of
	Minnesota limited liability company, on behalf of the
•	
	NOTARY PUBLIC

## FEE OWNER CONSENT TO SUBDIVISION AGREEMENT The Ephesians

89 LEXINGTON LAKES, LLC, a Minnesota limited liability company, the fee owner of all or part of the subject property, the development of which is governed by the foregoing Development/Subdivision Agreement, affirm and consent to the provisions thereof and agree to be bound by the provisions as the same may apply to that portion of the subject property owned by them.

Dated this \_\_\_\_\_ day of \_\_\_\_\_\_, 2017.

•	
	89 LEXINGTON LAKES, LLC
	By: Tim C. Harmsen, President
STATE OF MINNESOTA	)
COUNTY OF	( ss. )
	ment was acknowledged before me this day of, he President of 89 LEXINGTON LAKES, LLC, a Minnesota limited of the company.
	NOTARY PUBLIC

## MORTGAGEE CONSENT TO SUBDIVISION AGREEMENT The Ephesians

BELL BANK, a the subject property, the developmed Development/Subdivision Agreement, agreeffect even if it forecloses on its mortgage(	, which holds mortgage(s) ent of which is governed by the foregoing rees that the Agreement shall remain in full force and (s).	on ng nd
Dated this day of	, 2017.	
	MORTGAGEE	
4	BELL BANK	
	By: Its:	
STATE OF MINNESOTA ) ( ss. COUNTY OF )		
The foregoing instrument was ackn 2017, by	nowledged before me this day of, the	_, of
	NOTARY PUBLIC	

## MORTGAGEE CONSENT TO SUBDIVISION AGREEMENT The Ephesians

ROYAL CREDIT UNTION, a mortgage(s) on the subject property, the Development/Subdivision Agreement, age effect even if it forecloses on its mortgage	, which holds e development of which is governed by the foregoing grees that the Agreement shall remain in full force and e(s).
Dated this day of	, 2017.
	MORTGAGEE
	ROYAL CREDIT UNION
	By: Its:
STATE OF MINNESOTA ) ( ss. COUNTY OF )	
The foregoing instrument was ack 2017, by	knowledged before me this day ofo
	NOTARY PUBLIC

### EXHIBIT "A" TO SUBDIVISION AGREEMENT The Ephesians

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

#### PARCELS:

- 1. 8941 Syndicate Avenue, Lexington, Property Identification Number 35-31-23-13-0032. Legally described as Lot Twenty-three (23), except the East Thirty-three feet thereof, Lexington Park 2nd Addition, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Anoka County, Minnesota.
- 2. 8925 Syndicate Avenue, Lexington, Property Identification Number 35-31-23-13-0034. Legally described as Lot Twenty-four (24), Lexington Park 2nd Addition, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Anoka County, Minnesota.
- 3. Unassigned situs, Lexington, Property Identification Number 35-31-23-13-0054. Legally described as The West 150 feet of Lot Thirty-eight (38), Lexington Park 2nd Addition, according to the recorded plat thereof, Anoka County, Minnesota.
- 4. Unassigned situs, Lexington, Property Identification Number 35-31-23-13-0051. Lot Thirty-seven (37), except the East 131 feet thereof, Lexington Park 2nd Addition, according to the recorded plat thereof, Anoka County, Minnesota.

All parcels are subject to easements of record.

#### **EASEMENTS IN FAVOR OF THE PUBLIC:**

#### [LEGAL DESCRIPTIONS FOR THE FOLLOW EASEMENTS ARE FORTHCOMING]

- A. EASEMENT FOR PONDING
- B. EASEMENT FOR NEW POWERLINE ROUTE
- C. EASEMENT FOR PRIVATE TURN-AROUND AND FIRE ACCESS
- D. EASEMENT FOR WATERMAIN

## EXHIBIT "B1" TO SUBDIVISION AGREEMENT The Ephesians Addition IRREVOCABLE LETTER OF CREDIT

	No
	Date:
TO:	City of Lexington 9180 Lexington Avenue Lexington, Minnesota 55014
Dear S	Sir or Madam:
	We hereby issue, for the account of 89 Lexington Lakes, LLC and in your favor, our cable Letter of Credit in the amount of \$81,250.00 available to you by your draft drawn on on the undersigned bank.
	The draft must:
	a) Bear the clause, "Drawn under Letter of Credit No, dated, 2017, of(Name of Bank) ";
	b) Be signed by the Mayor or City Administrator of the City of Lexington.
Nover	c) Be presented for payment at(Address of Bank) **1, on or before 4:00 p.m. on or before 30, 2018.
each y modif mail, p	This Letter of Credit shall automatically renew for successive one-year terms unless, at forty-five (45) days prior to the next annual renewal date (which shall be November 30 of rear), the Bank delivers written notice to the Lexington City Administrator that it intends to by the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next I renewal date addressed as follows: Lexington City Administrator, Lexington City Hall,

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.

9180 Lexington Avenue, Lexington, MN 55014, and is actually received by the City Administrator

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.

at least thirty (30) days prior to the renewal date.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit sl	
duly honored upon presentation.	
BY:	
Its	
**1 Must be a location within 25 miles of City Of Lexington.	

# EXHIBIT "B2" TO SUBDIVISION AGREEMENT The Ephesians Addition IRREVOCABLE LETTER OF CREDIT

	No
	Date:
TO:	City of Lexington 9180 Lexington Avenue Lexington, Minnesota 55014
Dear S	Sir or Madam:
	We hereby issue, for the account of 89 Lexington Lakes, LLC and in your favor, our cable Letter of Credit in the amount of \$ available to you by your lrawn on sight on the undersigned bank.
	The draft must:
	a) Bear the clause, "Drawn under Letter of Credit No, dated, 201, 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, 201
each y modify mail, p annual 9180 I	This Letter of Credit shall automatically renew for successive one-year terms unless, at forty-five (45) days prior to the next annual renewal date (which shall be November 30 of ear), the Bank delivers written notice to the Lexington City Administrator that it intends to by the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next renewal date addressed as follows: Lexington City Administrator, Lexington City Hall, Lexington Avenue, Lexington, MN 55014, and is actually received by the City Administrator 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 led, amended, amplified, or limited by reference to any document, instrument, or agreement, er 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	

\*\*1 Must be a location within 25 miles of City Of Lexington.

#### EXHIBIT "C" TO SUBDIVISION AGREEMENT CERTIFICATE OF INSURANCE

PROJECT:	
	ELexington Lexington Avenue Lexington, Minnesota 55014
INSURED: ADDITIONAL INSURED: City of AGENT: WORKERS' COMPENSATION:	Lexington
Policy No Effective Date:	Expiration Date:
<b>Insurance Company: COVERAGE -</b> Workers' Compensa <b>GENERAL LIABILITY:</b>	
Policy No Effective Date:	Expiration Date:
Insurance Company: ( ) Claims Made LIMITS: [Minimum] Bodily Injury and Death:	() Occurrence
\$500,000 for one person Property Damage: \$200,000 for each occurrence -OR-	\$1,000,000 for each occurrence
Combination Single Limit Policy	\$1,000,000 or more
COVERAGE PROVIDED: Operations of Contractor: YES	
Operations of Sub-Contractor (Conti	ngent): 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 Fa	cilities 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 A DAMAGE ON ANY OF THE AI	PPLICABLE TO BODILY INJURY OR PROPERTY BOVE COVERAGES:
If so, list:	Amount: \$
	[Not to exceed \$1,000]
THE EXPIRATION DATE THE	/E DESCRIBED POLICIES BE CANCELLED BEFORE REOF, THE ISSUING COMPANY WILL MAIL TEN (10 D THE PARTIES TO WHOM THIS CERTIFICATE IS
Dated at	On
	BY:
	Authorized Insurance Representative
	<del>-</del>

# EXHIBIT "D" TO SUBDIVISION AGREEMENT The Ephesians Addition CHECKLIST

- A. Stage I. Before the City approves the Preliminary Plat, the following must be delivered to the City Administrator:
- 1. Fully executed Development/Subdivision Agreement
- 2. Cash escrow/letter of credit (payable at time of preliminary Plat approval)
  - a. \$10,000 cash escrow [section 17]
  - b. \$65,000 Demolition and reconstruction Letter of Credit "Exhibit B1" [section 19]
  - c. \$52,216 Park Dedication Fee [section 21, a.]
- 3. Certificate of insurance [section 23.H]
  - B. Stage II. Before the City signs the Final Plat, the following must be delivered to the City Administrator:
- 1. Cash payments
  - a. All out-of-pocket expenses paid in full, at least through the date of execution

of the development agreement [section 21]

- 2. Letter of credit (payable at time of final Plat approval)
  - a. \$\_\_\_\_\_ Letter of Credit "Exhibit B2" [section ##]

kg ver2 12-14-2017

#### 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 called and held at the City Hall in said City on Thursday, the 21st day of December, 2017, 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 17-33						
RESOLUTION CALLING FOR A PUBLIC HEARING ON A PROPOSAL FOR A HOUSING FINANCE PROGRAM AND GIVING PRELIMINARY APPROVAL TO THE ISSUANCE OF HOUSING FACILITY REVENUE BONDS TO FINANCE A MULTIFAMILY HOUSING PROJECT PURSUANT TO MINNESOTA LAW, AND AUTHORIZING THE PUBLICATION OF A NOTICE OF THE HEARING (LEXINGTON APARTMENTS PROJECT)						
The motion for the adoption of the foregoing resolution was duly seconded by memb, 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.						

10431795v3 P101

#### **RESOLUTION 17-33**

# RESOLUTION CALLING FOR A PUBLIC HEARING ON A PROPOSAL FOR A HOUSING FINANCE PROGRAM AND GIVING PRELIMINARY APPROVAL TO THE ISSUANCE OF HOUSING FACILITY REVENUE BONDS TO FINANCE A MULTIFAMILY HOUSING PROJECT PURSUANT TO MINNESOTA LAW, AND AUTHORIZING THE PUBLICATION OF A NOTICE OF THE HEARING

- (a) WHEREAS, Minnesota Statutes, Chapter 462C (the "Act"), confers upon cities, the power to issue revenue obligations to finance multifamily housing developments within the boundaries of the city; and
- (b) WHEREAS, the City Council of the City of Lexington, Minnesota (the "City") has received a proposal from 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 general partner (the "Borrower"), that the City assist in financing a Project hereinafter described, through the issuance of revenue bonds or obligations (in one or more series) (the "Bonds") to be issued in 2018 pursuant to the Act; and
- (c) WHEREAS, the City desires to facilitate the maintenance and development of multifamily rental housing within the community; encourage the development of affordable housing opportunities for residents of the City; encourage the development and maintenance of housing facilities designed for occupancy by persons or families of low and moderate incomes; and encourage the development of blighted or underutilized land and structures within the boundaries of the City; and the Project will assist the City in achieving these objectives; and
- (d) WHEREAS, the Project to be financed by the Bonds consists of acquisition and construction of an approximately 208-unit multifamily housing facility for low- and moderate-income individuals and families to be located at the northwest corner of Lovell Road NE and Lexington Avenue NE in the City (the "Project"). The Borrower will be the owner and operator of the Project; and
- (e) WHEREAS, no public official of the City has either a direct or indirect financial interest in the Project nor will any public official either directly or indirectly benefit financially from the Project; and
- (f) WHEREAS, before proceeding with final consideration of the request of the Borrower it is necessary for the City to hold a public hearing on the housing finance program and proposal pursuant to the Act:

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

- 1. A public hearing on the housing finance program and proposal of the Borrower will be held at the time and place as determined by the City Administrator and as set forth in a Notice of Public Hearing substantially in the form attached hereto as Exhibit A.
- 2. The general nature of the proposal and an estimate of the principal amount of Bonds to be issued to finance the proposal are described in the attached form of Notice of Public Hearing.
- 3. A draft copy of the housing finance program with proposed forms of all attachments and exhibits shall be on file in the office of the City Administrator on the date the Notice of Public Hearing is published.
- 4. The City Administrator is hereby authorized and directed to cause notice of the hearing to be given one publication in the official newspaper of the City and a newspaper of general circulation available in the City, not less than 15 days nor more than 30 days prior to the date fixed for the hearing, substantially in the form of the attached Notice of Public Hearing with such changes as required or approved by Bond Counsel.
- 5. The City hereby gives preliminary approval to the proposal of the Borrower that the Borrower undertake the Project, and the City undertake the program of financing therefor, pursuant to the Act, consisting of financing the acquisition and construction of the Project pursuant to the Borrower's specifications and to a loan agreement between the City and the Borrower on such terms and conditions with provisions for revision from time to time as necessary, so as to produce income and revenues sufficient to pay, when due, the principal and interest on the Bonds in a total principal amount not to exceed \$46,000,000 to be issued pursuant to the Act to finance the Project; and said agreement may also provide for the entire interest of the Borrower therein to be mortgaged to the purchasers of the Bonds, or a trustee for the holder(s) of the Bonds; and the City, acting by and through the City, hereby undertakes preliminarily to issue its Bonds in accordance with such terms and conditions.
- 6. At the option of the City, the financing may be structured so as to take advantage of whatever means are available and are permitted by law to enhance the security for, or marketability of, the Bonds; provided that any such financing structure must be consented to by the Borrower.
- 7. On the basis of information available to the City it appears, and the City hereby finds, that the Project constitutes a multifamily housing development within the meaning of subdivision 5 of Section 462C.02 of the Housing Program Act; that the availability of the financing under the Housing Program Act and the willingness of the City to furnish such financing will be a substantial inducement to the Borrower to undertake the Project, and that the effect of the Project, if undertaken, will be to encourage the construction of new multifamily rental housing opportunities to residents of the community, and to promote more intensive development and use of land within the community.
- 8. The Project and the program to finance the Project by the issuance of revenue obligations, are hereby given preliminary approval by the City subject to holding a public

hearing thereon and final approval by the City, the Borrower, and the purchasers of the Bonds as to ultimate details of the financing of the Project.

- 9. Briggs and Morgan, Professional Association, acting as bond counsel, is hereby directed to prepare a housing program for financing the Project in accordance with the provisions of Minnesota Statutes, Section 462C.03.
- 10. The Borrower has agreed and it is hereby determined that any and all costs incurred by the City in connection with the financing of the Project whether or not the Project is carried to completion will be paid by the Borrower.
- 11. Briggs and Morgan, Professional Association, acting as bond counsel, is authorized to assist in the preparation and review of necessary documents relating to the Project, to consult with Borrower and the purchaser of the Bonds as to the maturities, interest rates and other terms and provisions of the Bonds and as to the covenants and other provisions of the necessary documents and submit such documents to the City for final approval.
- 12. Nothing in this Resolution or the documents prepared pursuant hereto shall authorize the expenditure of any municipal funds on the Project other than the revenues derived from the Project or otherwise granted to the City for this purpose. The Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property or funds of the City except the revenue and proceeds pledged to the payment thereof, nor shall the City be subject to any liability thereon. The holder of the Bonds shall never have the right to compel any exercise of the taxing power of the City to pay the outstanding principal on the Bonds or the interest thereon, or to enforce payment thereon against any property of the City, except such property as may be expressly pledged for the security of the Bonds. The Bonds shall recite in substance that the Bonds, including the interest thereon, are payable solely from the revenue and proceeds pledged to the payment thereof. The Bonds shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation.
- 13. Subject to final approval of the Project by the City and in anticipation of the approval by all necessary entities of the housing program and the issuance of the Bonds to finance all or a portion of the Project, and in order that completion of the Project will not be unduly delayed when approved, the Borrower is hereby authorized to make such expenditures and advances toward payment of that portion of the costs of the Project to be financed from the proceeds of the Bonds, as the Borrower considers necessary, including the use of interim, short term financing, subject to reimbursement from the proceeds of the Bonds, if any, when delivered but otherwise without liability on the part of the City.

	Adopted b	y the	City	Council	of the	City	of Lexin	igton,	Minnesota,	this	21st	day	of
Decen	nber, 2017.											•	
	•												
Mark Kurth, I					May	nr							
wark Kalui, wayor					51								
ATTE	ST:												
Bill Pe	tracek, City	Admir	nistra	tor									

#### **EXHIBIT A**

#### NOTICE OF PUBLIC HEARING ON A PROPOSAL FOR A HOUSING FINANCE PROGRAM AND THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS TO FINANCE A MULTIFAMILY HOUSING DEVELOPMENT

#### TO WHOM IT MAY CONCERN:

The "Project" consists of the acquisition and construction of an approximately 208-unit multifamily housing development known as Lexington Apartments located at the northwest corner of Lovell Road NE and Lexington Avenue NE in the City. The Project will be owned and operated by the Borrower. The Project consists of approximately the following units:

<u>Units</u>	Square Footage	Estimated Initial Rents
44 – 1–bedroom	723	\$939
103 - 2-bedroom	1,050	\$1,126
61 - 3-bedroom	1,260	\$1,297

The maximum aggregate estimated principal amount of the Bonds or other obligations to be issued in one or more series to finance the Project pursuant to the housing finance program will be approximately \$46,000,000.

Subsequent to approval of a housing finance program, the City may issue revenue obligations to finance the housing finance program. The Bonds or other obligations, as and when issued, will not constitute a charge, lien, or encumbrance upon any property of the City, or its housing and redevelopment authority, except the Project and the revenues to be derived from the Project. Such Bonds or obligations will not be a charge against the City's general credit or taxing powers but are payable from sums to be paid by the Borrower pursuant to a revenue agreement.

Further information concerning the housing finance program and the Project may be obtained from the City Administrator during normal business hours.

At the time and place fixed for the public hearing, the City Council of the City will give all persons who appear at the hearing an opportunity to express their views with respect to the housing finance program and proposal. Written comments will be considered if submitted at the above City office on or before the date of the hearing.

BY ORDER OF THE CITY COUNCIL OF
THE CITY OF LEXINGTON, MINNESOTA

By Bill Petracek
Its Administrator

#### STATE OF MINNESOTA COUNTY OF ANOKA · CITY OF LEXINGTON

I, the undersigned, being the duly qualified and acting 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 calling for a public hearing on and giving preliminary approval to housing facility revenue bonds to finance a housing finance program.

WITNESS my hand this	_ day of	, 201	
	Rill Petracek (	Pity Administrator	