

**AGENDA
CITY OF LEXINGTON
REGULAR COUNCIL MEETING
MARCH 15, 2018– 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. LINO LAKES YMCA PRESENTATION – Andrew Hoffman, Executive Director

pp. 1-4

5. LETTERS AND COMMUNICATIONS:

- A. Centennial Lakes Police Department – Media Reports:

- March 1 - 7, 2018

pp. 5-8

- B. North Metro TV February 2018 Update

pp. 9-14

- C. City Report – February 2018 newsletter

pp. 15-21

- D. USAGAIN – Spring Greening Challenge & Certificate of Sustainability

pp. 22-24

Consent Agenda:

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

6. CONSENT ITEMS:

- A. Recommendation to Approve Council Minutes:
Council Meeting – March 1, 2018

pp. 25-29

- B. Recommendation to Approve Claims and Bills:

pp. 30-40

Check #'s 13569 through 13569

Check #'s 43198 through 43251

Check #'s 11861 through 11878

Financial Reports

- Cash Balances
- Fund Summary – Budget to Actual

pp. 41
pp. 42-44

Action Items:

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

7. ACTION ITEMS:

- A. Recommendation to approve Resolution NO. 18-12 A Resolution Adopting
The Planned Community Development Plan For Lovell Building Site
 - Exhibit A under separate cover
 - Exhibit B under separate cover
- B. Recommendation to approve Revised Development Agreement with
89 Lexington LLC – Ephesians Apartment Complex
- C. Recommendation to approve Lexington Fire Department request to hire
Mindy Freeman Fiester as a Firefighter 1 @ \$11.00 per hour

pp. 45-50
pp. 51-59

pp. 60-100

8. MAYOR AND COUNCIL INPUT

9. ADMINISTRATOR INPUT

10. ADJOURNMENT

/mv

Bill Petracek

From: Andrew Hoffman <Andrew.Hoffman@ymcamn.org>
Sent: Tuesday, February 20, 2018 8:11 AM
To: Bill Petracek
Cc: Renee Dietz; Chun-Yin; Eric Sherden
Subject: RE: YMCA Lino Lakes Local Government Outreach
Attachments: YMCA Impact Inside and Outside of Our Walls.pdf

Dear Bill Petracek,

Thank you for providing the YMCA an opportunity to speak to the city of Lexington about the YMCA. Attached is a document that you can add to your packet that shares about the impact the Y makes inside and outside of our four walls.

As Chun-Yin mentioned our goal is to share with the city about our charitable works as well as how we impact your community.

Specifically, we would like to touch on the four topics:

- Togetherhood Program – here at the Y we convene volunteers to do service learning projects in our community
- Summer Offerings – Share with them about our summer programs
- Annual Fund – Where the monies go to and how we offer a personal pricing plan for membership and for programs
- Current Community Partnerships
 - Youthway Ministries
 - Centennial Basketball Association
 - Community Ed

I copied another one of my staff on this email as well, Eric Sherden. Myself and/or Eric as well as Chun-Yin will plan on being at the March City Council meeting. If you could please send me the date and time again it would be appreciated.

Thank you,

Andrew Hoffman – Executive Director

YMCA in Lino Lakes

(P) 612 821 2971

(C) 651 216 0344

From: Chun-Yin [mailto:chong_chunyin@yahoo.com]

Sent: Friday, February 2, 2018 9:09 AM

To: Renee Dietz <reneedietz2@gmail.com>; Andrew Hoffman <Andrew.Hoffman@ymcamn.org>; bill.petracek@cityoflexingtonmn.org

Subject: YMCA Lino Lakes Local Government Outreach

Dear Bill Petracek,

Thank you for speaking with me this morning about YMCA Lino Lakes attending the upcoming Lexington City Council Meeting.

The purpose of our attendance is to reaching out to City Council about the mission and charitable work of YMCA and the role of local YMCA branch plays in the local community.

I wonder if we could move the visit from the February 15 to March 15?

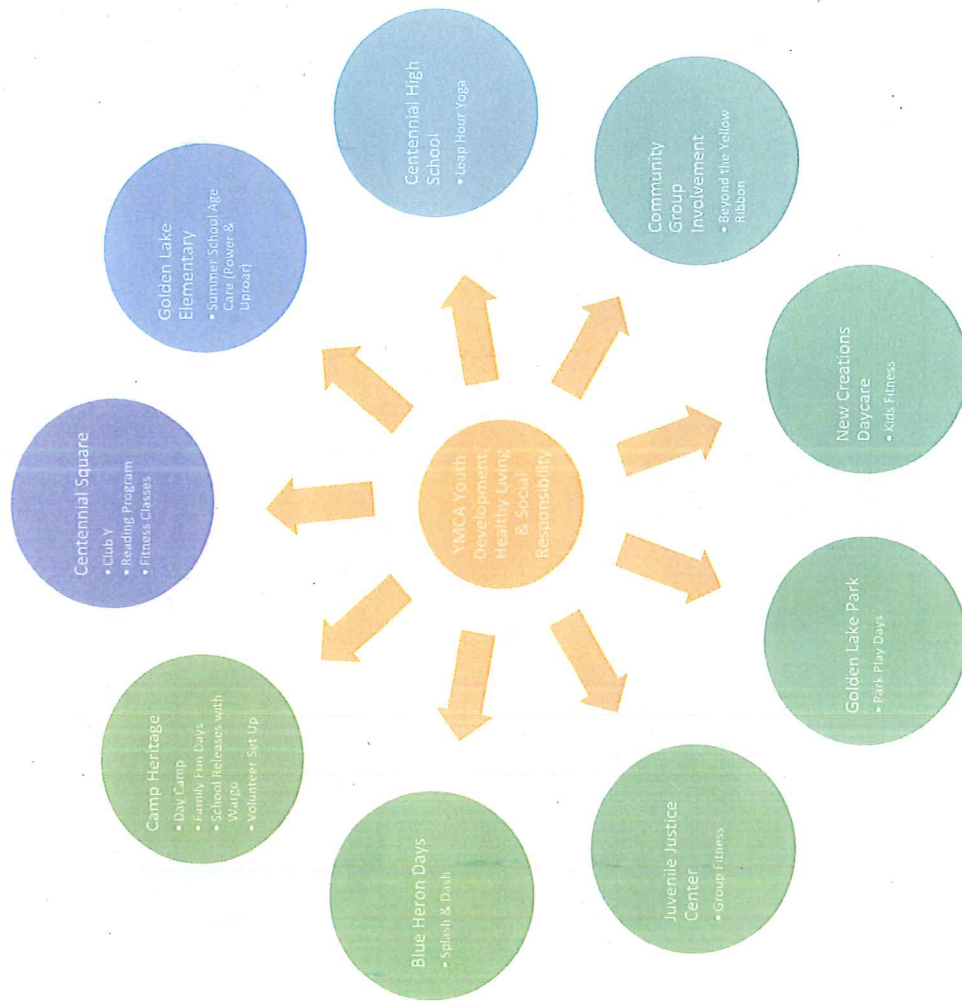
We will present you with our topics and the list of visitors (Most likely 3-4 people from YMCA Lino Lakes Community Board including the executive director Andrew Hoffman) by February 21.

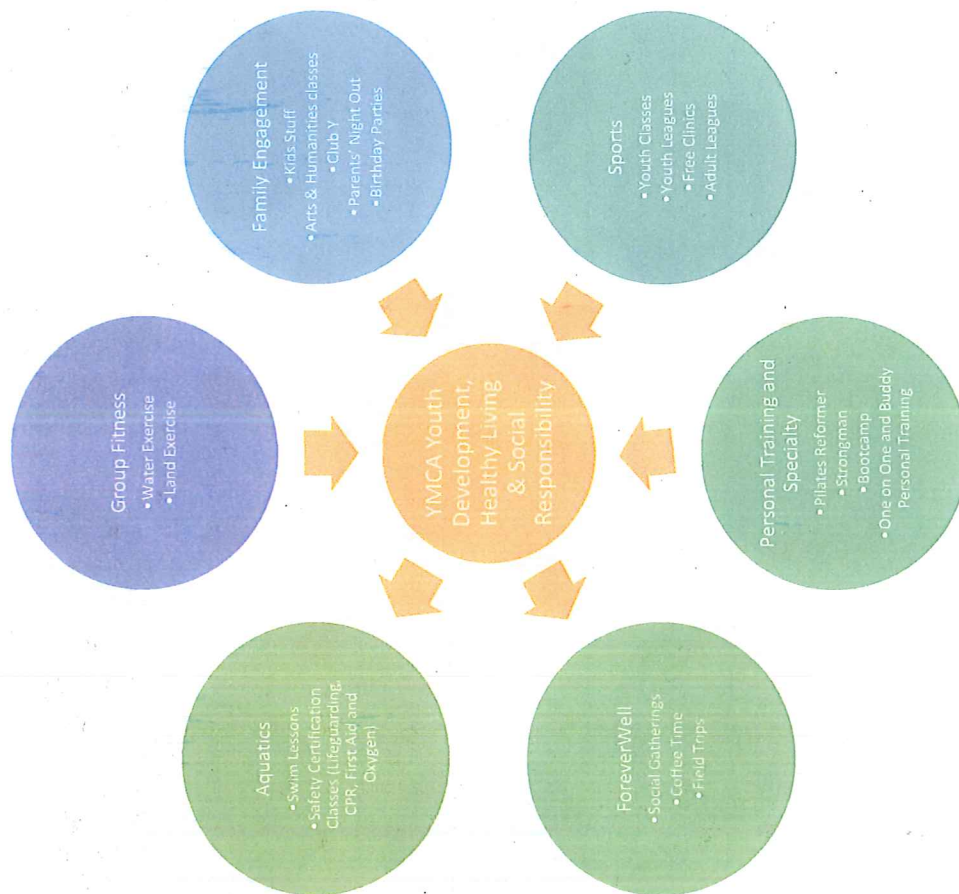
I have include Andrew Hoffman contact, the Executive Director of YMCA Lino Lakes, and Renee Dietz contact, the chair of Community Relationship Community in this email.

Andrew's contact is Andrew.hoffman@ymcamn.org and his phone number is 612-821-2971 and Renee Dietz's email is reneedietz2@gmail.com and her phone number is 763-792-6123.

I appreciate your help and thank you very much.

Chun-Yin Chong
Community Board Member
YMCA Lino Lakes
763-639-5439





Centennial Lakes Police Department

Media Report

3/1/18 through 3/7/18

CASE NUMBER: 18046597
CASE DESCRIPTION: INFORMATION
INCIDENT DATE: 3/1/18
INCIDENT LOCATION: 5X NORTH RD, CIRCLE PINES, MN
NARRATIVE: POLICE RECEIVED INFORMATION IN THE 50 BLOCK OF NORTH RD.

CASE NUMBER: 18046705
CASE DESCRIPTION: ASSIST OTHER AGENCY
INCIDENT DATE: 3/1/18
INCIDENT LOCATION: BLAINE, MN
NARRATIVE:

CASE NUMBER: 18046857
CASE DESCRIPTION: 911 HANG-UP
INCIDENT DATE: 3/2/18
INCIDENT LOCATION: 1X OAK LEAF LN, CIRCLE PINES, MN
NARRATIVE: OFFICERS WERE DISPATCHED TO THE 10 BLOCK OF OAK LEAF LN FOR A DOMESTIC. OFFICERS LOCATED THE PARTIES AND PLACED THE AGGRESSOR UNDER ARREST. THE SUSPECT WAS THEN TRANSPORTED TO JAIL.
CLEARED.

CASE NUMBER: 18046749
CASE DESCRIPTION: FLEE ON FOOT
INCIDENT DATE: 3/1/18
INCIDENT LOCATION: 9300 BLOCK HAMLINE AVE, LEXINGTON, MN
NARRATIVE: OFFICERS STOPPED A VEHICLE FOR AN EQUIPMENT VIOLATION. THE DRIVER FLED INTO A HOME ON THE 9300 BLOCK OF HAMLINE AVE AND REFUSED TO COME OUT. OFFICERS CHARGED THE MALE OUT OF CUSTODY.
CLEARED.

CASE NUMBER: 18048700
CASE DESCRIPTION: DWI-2ND DEGREE
INCIDENT DATE: 3/4/18
INCIDENT LOCATION: LAKE DR / PINE DR, CIRCLE PINES, MN
NARRATIVE: AN ADULT MALE WAS ARRESTED FOR SECOND DEGREE DWI AFTER COMMITTING TRAFFIC VIOLATIONS ON LAKE DRIVE NEAR PINE DR.

CASE NUMBER: 18048831
CASE DESCRIPTION: THEFT
INCIDENT DATE: 3/4/18
INCIDENT LOCATION: 70XX CENTERVILLE RD, CENTERVILLE, MN
NARRATIVE: THEFT OF A MOTOR VEHICLE-POLICE SUMMONED TO THE 7000 BLOCK OF CENTERVILLE RD ON THE REPORT OF A MOTOR VEHICLE THEFT. ACTIVE.

CASE NUMBER: 18048865
CASE DESCRIPTION: FOUND PROPERTY
INCIDENT DATE: 3/4/18
INCIDENT LOCATION: 70XX CENTERVILLE RD, CENTERVILLE, MN
NARRATIVE: FOUND PROPERTY-FOUND PROPERTY WAS TURNED INTO POLICE IN THE 7000 BLOCK CENTERVILLE RD. INACTIVE.

CASE NUMBER: 18047759
CASE DESCRIPTION: FOUND PROPERTY
INCIDENT DATE: 3/3/18
INCIDENT LOCATION: 1600 BLOCK DUPRE RD, CENTERVILLE, MN
NARRATIVE: PROPERTY WAS FOUND IN THE 1600 BLOCK OF DUPRE ROAD. ACTIVE.

CASE NUMBER: 18047787
CASE DESCRIPTION: SUSPICIOUS ACTIVITY
INCIDENT DATE: 3/3/18
INCIDENT LOCATION: 71XX GRANGE VIEW, CENTERVILLE, MN
NARRATIVE: POLICE TOOK INFORMATION ON SUSPICIOUS ACTIVITY IN THE 7100 BLOCK OF GRANGE VIEW.

CASE NUMBER: 18048618
CASE DESCRIPTION: WARRANT ARREST
INCIDENT DATE: 3/4/18
INCIDENT LOCATION: 2XX TWILITE TER, CIRCLE PINES, MN
NARRATIVE: OFFICERS RESPONDED TO THE 230 BLOCK OF TWILITE TER TO CHECK FOR A MALE. MALE TAKEN INTO CUSTODY. CLEAR.

CASE NUMBER: 18048457
CASE DESCRIPTION: MISSING PERSON
INCIDENT DATE: 3/3/18
INCIDENT LOCATION: 3X VILLAGE PKWY, CIRCLE PINES, MN
NARRATIVE: MISSING PERSON
OFFICERS TOOK A REPORT OF A MISSING PERSON IN THE 30 BLOCK OF VILLAGE PKWY. CASE IS STILL ACTIVE.

CASE NUMBER: 18047897
CASE DESCRIPTION: FOUND PROPERTY
INCIDENT DATE: 3/3/18
INCIDENT LOCATION: 4XX KEITH RD, CIRCLE PINES, MN
NARRATIVE: ON 3/01/2018, A FEMALE DROPPED OFF FOUND PROPERTY AT CENTENNIAL LAKES POLICE DEPARTMENT. CLEAR.

CASE NUMBER: 18049259
CASE DESCRIPTION: OBSTRUCT LEGAL PROCESS
INCIDENT DATE: 3/4/18
INCIDENT LOCATION: 2XX NORTH STAR LN, CIRCLE PINES, MN
NARRATIVE: POLICE RESPONDED TO CHECK THE WELFARE AT A HOME IN THE 200 BLOCK OF NORTH STAR LANE. AN ADULT MALE WAS SUBSEQUENTLY ARRESTED FOR OBSTRUCTING THE LEGAL PROCESS. HE WAS BOOKED AT THE ANOKA COUNTY JAIL.

CASE NUMBER: 18049560
CASE DESCRIPTION: LIFT ASSIST
INCIDENT DATE: 3/5/18
INCIDENT LOCATION: 8XX CIVIC HEIGHTS DR, CIRCLE PINES, MN
NARRATIVE: ON 3/5/2018, I WAS DISPATCHED TO THE 800 BLOCK OF CIVIC HEIGHTS ON A MEDICAL CALL.

CASE NUMBER: 18049143
CASE DESCRIPTION: ACCIDENT-MV PD
INCIDENT DATE: 3/4/18
INCIDENT LOCATION: 38XX RESTWOOD RD, LEXINGTON, MN
NARRATIVE: PROPERTY DAMAGE ACCIDENT
OFFICERS RESPONDED TO AN ACCIDENT IN A PRIVATE PARKING LOT AND TOOK A REPORT.
CLEARED.

CASE NUMBER: 18050599
CASE DESCRIPTION: HOUSE/PROPERTY CHECK
INCIDENT DATE: 3/6/18
INCIDENT LOCATION: CENTERVILLE, MN
NARRATIVE:

CASE NUMBER: 18049769
CASE DESCRIPTION: MISCELLANEOUS PUBLIC
INCIDENT DATE: 3/5/18
INCIDENT LOCATION: 18XX MAIN ST, CENTERVILLE, MN
NARRATIVE: MISC OFFICER
OFFICERS RESPONDED TO THE 1800 BLOCK OF MAIN ST. A CUSTOMER PURCHASED FUEL BUT HAD NO FUNDS TO PAY. OFFICERS MEDIATED A RESOLUTION.
CLEARED.

CASE NUMBER: 18049766
CASE DESCRIPTION: INFORMATION
INCIDENT DATE: 3/5/18
INCIDENT LOCATION: 92XX LAKE DR, LEXINGTON, MN
NARRATIVE: OFFICERS WERE DISPATCHED TO THE 7200 BLOCK OF LAKE DR FOR A PROPERTY DAMAGE REPORT.
REPORT WAS DELAYED AND ONE DRIVER HAD LEFT THE SCENE. REPORT IS INFORMATION ONLY.
CASE CLOSED.

CASE NUMBER: 18050158
CASE DESCRIPTION: ACCIDENT-MV PD
INCIDENT DATE: 3/6/18
INCIDENT LOCATION: 1900 BLOCK ROBIN LN S, CENTERVILLE, MN
NARRATIVE: RESPONDED TO A PROPERTY DAMAGE CRASH IN THE 1900 BLOCK OF ROBIN LN S INVOLVING A CITY TRUCK. INFORMATION GATHERED AND THERE WAS NO DAMAGE TO THE CITY VEHICLE AND MINIMAL DAMAGE TO THE OTHER INVOLVED VEHICLE. CASE CLOSED.

CASE NUMBER: 18050972
CASE DESCRIPTION: NO INSURANCE
INCIDENT DATE: 3/7/18
INCIDENT LOCATION: 8900 BLOCK NAPLES ST, LEXINGTON, MN
NARRATIVE: OFFICERS STOPPED A VEHICLE FOR A MOVING VIOLATION THAT OCCURRED ON THE 8900 BLOCK OF NAPLES ST. OFFICERS FOUND THE DRIVER TO BE DRIVING UNDER A REVOKED DRIVER'S LICENSE AND IN VIOLATION OF MINNESOTA'S GROSS MISDEMEANOR NO MOTOR VEHICLE INSURANCE LAW. OFFICERS PLACED THE DRIVER UNDER ARREST AND TRANSPORTED HIM TO JAIL.
CLEARED.

North Metro TV

February 2018 Update

Program Production

In February, a total of **87 new programs** were produced utilizing the North Metro facilities, funds, and services. This constitutes **65:30:00 hours of new programming**.

- 37 programs were produced by the public
- 29 programs were produced by NMTV staff
- 21 programs were produced by City staff



Van Shoots

The HD truck was used for **60:30:00** hours of production. Events produced live and recorded for additional playbacks include:

- Wrestling: Blaine vs. Centennial
- Girls Hockey: 5AA QF: Maple Grove vs. Spring Lake Park
5AA QF: Blaine vs. Anoka
- Girls Hockey: 5AA SF: Centennial vs. Rogers
- Girls Hockey: 5AA Championship: Centennial vs. Blaine
- Girls Basketball: Spring Lake Park vs. Anoka
- Boys Hockey: 5AA QF: Blaine vs. Spring Lake Park
- Boys Hockey: 5AA SF: Centennial vs. Anoka
- Boys Hockey: 5AA SF: Maple Grove vs. Blaine
- Girls Basketball: 5AAAA QF: Osseo vs. Centennial



Workshops

Workshop	Instructor	Organization	Students
Open Studio Night	Eric Houston	General Public	4
Special Production Series Class 16	Eric Houston	Blaine/Ham Lake Girl Scouts	10
Editing	Eric Houston	General Public	1
Special Production Series Class 17	Eric Houston	Blaine/Ham Lake Girl Scouts	12
Connecting Anoka County Taping	Eric Houston	Video Club	6
Camera	Eric Houston	General Public	2
Movie Night	Eric Houston	Video Club	4
Editing	Eric Houston	General Public	1
Special Production Series Class 18	Eric Houston	Blaine/Ham Lake Girl Scouts	8
Early Film Treasures at Spring Lake Park City Hall	Eric Houston	General Public	16
Editing	Eric Houston	General Public	1
11 Workshops			65 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	201.75	57	122	20	409	\$1,159.00
February	120.5	41	53	15	1,164	\$780.00
TOTAL:	322.25	98	175	35	1,573	\$1,939.00

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, municipal, or educational.

Month	Unique Individuals	Total Usage Hours
January	111	460
February	112	685.25
TOTAL PUBLIC USAGE:		1,145.25

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 February highlights include:

- Life Prep Academy Opens Dorm in Spring Lake Park
- Main Street Bridge Closed Through March
- Headshots for the Homeless
- Ham Lake Gets Ready for the 12th Annual Snow Bowl
- Spring Lake Park Leaving Municipal Liquor



In addition to daily playbacks of North Metro TV News on the cable systems, there are over 463 local stories archived for viewers on the NMTV YouTube page. The page can be accessed through the northmetrotv.com website.

Snow Bowl!

Municipal Producer, Trevor Scholl, spent a Saturday in February covering all of the festivities for Ham Lake's 12th Annual Snow Bowl. The video includes interviews with the event organizers and plenty of coverage of all of the festivities, including sliding, fishing, bowling, biking, food, shopping, snow sculptures and contests. The news team, Danika Peterson and Ben Hayle, also did a news story promoting the event.



Classes in the Community

Eric Houston presented his class "Early Film Treasures" at Spring Lake Park City Hall. During the workshop he played 20 very short films that were created between 1888 and 1901, and then the attendees talked about how they were made and their historical significance. This is the second time Eric has taught this class out in the community, with the first being at the Mary Ann Young Senior Center. Both venues have asked him to come back to teach additional classes. He will be presenting his James Bond lecture at the Senior Center this summer and has started scripting and finding video resources for a Jim Henson and the Muppets class. Because the classes are being so well received, Eric plans to contact more City Halls and Community Centers to gauge interest in having classes offered at additional locations.

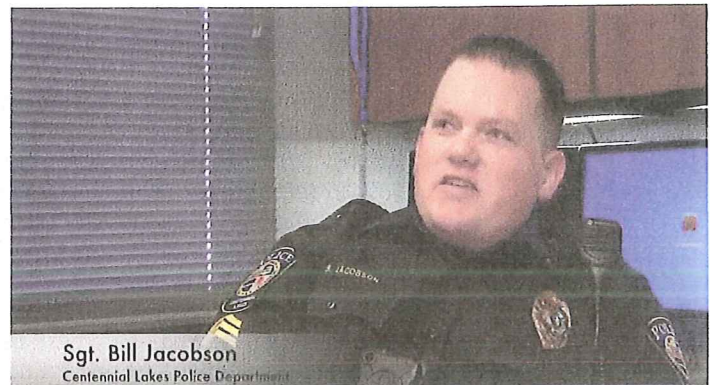


Open Studio Night

Eric Houston organized another Open Studio Night event for the general public. During the evening Eric and members of the Video Club supervise and crew shoots for folks who either can't get their own crew together or just have an idea they would like to make into a show, but need a lot of help. This month, Alan Porter, of Blaine took advantage of the opportunity to produce his first program: Hockey Society - a hockey talk show.

Your City Staff

Two episodes of Your City Staff were produced in February. The first featured Michael Grochala, the Community Development Director for the City of Lino Lakes, and all of responsibilities he has with the City. The second episode highlighted the work of Sergeant Bill Jacobson of the Centennial Lakes Police Department. The videos are presented as a news story on North Metro TV News, and then edited into a stand alone video for the City Channels.



Arrive Alive

T.J. Tronson attended additional meetings with Steve Nanny of the Blaine Police Department to organize and coordinate the annual Arrive Alive project. Two dates were booked for shooting party and driving scenes. The project is being produced with Blaine High School students this year.

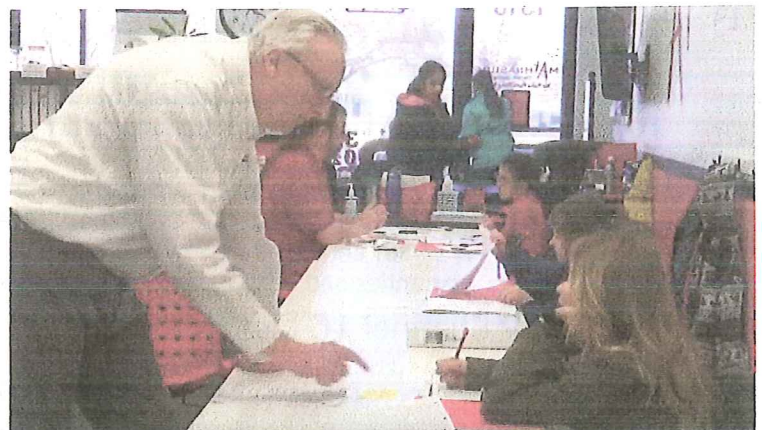
City Productions

Municipal Producer, Trevor Scholl, completed four projects in February, and worked on several more, including the Lino Lakes annual Guns and Hoses game and Blaine's version of Open to Business.

- Lino Lakes Corrections Facility and Juvenile Center
- Centennial PD Body Cams Updated
- Business Matters: Mathnasium
- Ham Lake Snow Bowl

New and ongoing projects include:

- Editing of Lino Lakes Guns and Hoses charity hockey game
- Shooting a piece for the Blaine City Council regarding the senior center, as requested
- Putting finishing touches on Blaine's version of Open to Business
- Business matters episode featuring Pressed yoga and juice bar in Blaine
- Organized Spring Mayor's Minutes
- Investigating story opportunities with Park and Rec departments with weather getting better
- Talked with Patrick Antonen about District Day plans
- Animal Humane Society dog walkers
- Open to Business, each Cities involvement



- Circle Pines road maintenance project
- Ham Lake senior dance day
- Working on business profiles for QC Dance, Exotic Pet Store
- Arranging interviews with each City's economic developer about Open to Business
- Met with Dave Bartholomay regarding Circle Pines/Centennial School District quarterly series
- Created spreadsheet of all shows running con City channels, updated some of the videos and modified all expiration dates to clean up the channels and know what is playing at all times.

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

Blaine

- No equipment assistance requested or required.

Centerville

- No equipment assistance requested or required.

Circle Pines

- No equipment assistance requested or required.

Ham Lake

- 2/21/18: Installed new Carousel server in master control.

Lexington

- No equipment assistance requested or required.

Lino Lakes

- 2/8/18: Ran a network cable for the live stream server in master control.
- 2/8/18: Jeff Karlson called to say that a water heater needs to be replaced, and it is located directly above the new video equipment. If it leaks it will ruin the equipment. May need to disconnect all equipment and move. Will have to take pictures and document current set-up to assure proper re-connection.
- 2/22/18: Moved equipment to allow for water heater removal.
- 2/26/18: Rusty moved equipment back into place. The transmission equipment wasn't powering up. Stopped by and found power strip not turned on. Also reconnected the Comcast feed for the confidence monitor.

Spring Lake Park

- 2/8/18: Installed a better network switch while troubleshooting camera connectivity issues.
- 2/16/18: Talked with Broadcast Pix regarding camera issues. They are looking into ways to correct camera control issues.
- 2/23/18: Sent documentation to Broadcast Pix proving case for a free, newer version of the software.
- 2/27/18: Emailed Wanda regarding software update for Broadcast Pix switcher. Made appointment to install.
- 2/28/18: Installed updated software. It didn't work at all. Contacted Broadcast Pix. Their technical team is working on it.

All Cities

- 2/20/18: Fixed monitoring issues on the Tightrope boxes in master control. Figured out the boxes work better with a 75mhz refresh rate.
- 2/27/18: Contacted Alpha Video for quotes on live stream server and extended warranties and service agreements on all Tightrope equipment in master control.

City Channel 16 Playback Stats

City	Number of Times Programs Played	Hours Programmed on Channel
Blaine	166	260:28:57
Centerville	43	79:02:14
Circle Pines	207	153:09:37
Ham Lake	68	78:05:45
Lexington	94	63:55:24
Lino Lakes	73	73:47:36
Spring Lake Park	93	129:20:37
Totals:	744 Program Playbacks	837:50:04 Hours of Video Programming on Channels

Programs Produced by the Public

Title	Producer	Runtime
Toastmasters Live (2 episodes)	Kent Hawks	01:29:53
Connecting Anoka County: Feeding the Hungry	Julie Jeppson/Eric Houston	00:20:36
Hockey Society	Alan Porter	00:14:27
Chit Chat With Ron Henningsen	Sharon Carlson	00:24:36
It's Only Food With Chef John Politte (7 episodes)	John Politte	01:00:30
Every Movie Ever Made (3 episodes)	Ben Daniels/Ryan Frieundschuh, Gavin Van Trease/Eric Houston	01:03:41
Cornerstone Church (2 episodes)	Rick Bostrom	00:00:59:30
The Power of Love (6 episodes)	Rick Larson	03:00:00
LovePower (4 episodes)	Ann Sandell	04:00:00
Rice Creek Watershed District Meeting	Theresa Stasica	00:47:10
Hope Church (4 episodes)	Cindy Hardy	03:01:19
Oak Park Moments (5 episodes)	David Turnidge	02:36:52
37 New Programs		18:58:34 New Hours

Programs Produced by NMTV Staff

Title	Producer	Runtime
Anoka County Board Meeting (2/13/18)	T.J. Tronson	01:06:29
Anoka County Board Meeting (2/27/18)	T.J. Tronson	01:00:47
NMTC Meeting (2/21/18)	T.J. Tronson	00:28:28
NMTV News (3 episodes)	Danika Peterson/Ben Hayle	01:03:03
Your City Staff: Sergeant Bill Jacobson	Danika Peterson/Ben Hayle	00:05:29
Spring Lake Park to Leave Municipal Liquor	Danika Peterson/Ben Hayle	00:03:53
Your City Staff: Michael Grochala	Danika Peterson/Ben Hayle	00:04:11
Ham Lake Snow Bowl Preview	Danika Peterson/Ben Hayle	00:02:21
Valentines Day in Spring Lake Park	Danika Peterson/Ben Hayle/Trevor Scholl	00:02:50
Centennial PD Body Cams Updated	Trevor Scholl	00:08:39
Lino Lakes Corrections Facility and Juvenile Center	Trevor Scholl	00:20:45
Business Matters: Mathnasium	Trevor Scholl	00:06:15
Snow Bowl	Trevor Scholl	00:05:13
Wrestling: Blaine/Centennial	Kenton Kipp/J. Millington	01:23:35
Girls Hockey: Maple Grove/Spring Lake Park	Kenton Kipp/J. Millington	01:33:04
Girls Hockey: Blaine/Anoka	Kenton Kipp/J. Millington	01:56:44
Girls Hockey: Centennial/Rogers	Kenton Kipp/J. Millington	01:41:46
Girls Hockey: Centennial/Blaine	Kenton Kipp/J. Millington	01:53:12
Girls Basketball: Spring Lake Park/Anoka	Kenton Kipp/J. Millington	01:19:31
Boys Hockey: Blaine/Spring Lake Park	Kenton Kipp/J. Millington	01:50:32
Boys Hockey: Centennial/Anoka	Kenton Kipp/J. Millington	01:48:40
Boys Hockey: Maple Grove/Blaine	Kenton Kipp/J. Millington	01:43:43
Girls Basketball: Osseo/Centennial	Kenton Kipp/J. Millington	01:19:03
Sports Den (4 episodes)	Kenton Kipp/J. Millington	01:56:20
29 New Programs		22:59:33 New Hours

Programs Produced by City Staff

Title	Producer	Runtime
Blaine City Council Meeting (2/1/18)	Blaine Staff	00:58:29
Blaine Planning Commission Meeting (2/13/18)	Blaine Staff	00:44:50
Blaine City Council Meeting (2/15/18)	Blaine Staff	02:41:25
Blaine Natural Resources Conservation Board Meeting (2/20/18)	Blaine Staff	01:27:00
Blaine Park Board Meeting (2/27/18)	Blaine Staff	00:52:32
Centerville City Council Meeting (2/14/18)	Centerville Staff	02:02:55
Circle Pines City Council Meeting (2/13/18)	Circle Pines Staff	01:16:36
Circle Pines Utility Commission Meeting (2/21/18)	Circle Pines Staff	00:08:51
Circle Pines City Council Meeting (2/27/18)	Circle Pines Staff	00:37:58
Ham Lake City Council Meeting (2/5/18)	Ham Lake Staff	01:52:55
Ham Lake Planning Commission Meeting (2/12/18)	Ham Lake Staff	00:47:13
Ham Lake City Council Meeting (2/20/18)	Ham Lake Staff	00:17:39
Ham Lake Park & Tree Commission Meeting (2/21/18)	Ham Lake Staff	01:23:39
Lexington City Council Meeting (2/1/18)	Lexington Staff	00:46:23
Lexington City Council Meeting (2/15/18)	Lexington Staff	00:18:58
Lino Lakes City Council Meeting (2/12/18)	Lino Lakes Staff	00:33:42
Lino Lakes Planning & Zoning Commission Meeting (2/14/18)	Lino Lakes Staff	02:30:59
Lino Lakes City Council Meeting (2/26/18)	Lino Lakes Staff	00:30:51
Spring Lake Park City Council Meeting (2/5/18)	Spring Lake Park Staff	01:25:08
Spring Lake Park City Council Meeting (2/20/18)	Spring Lake Park Staff	00:40:15
Spring Lake Park Planning Commission Meeting (2/26/18)	Spring Lake Park Staff	01:33:26
21 New Programs		23:31:44 New Hours

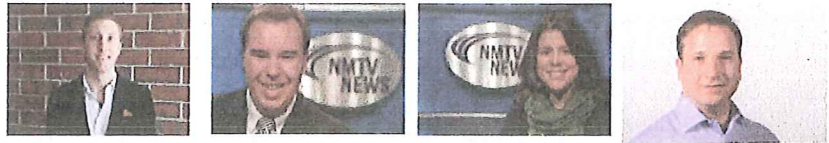
If you have any questions or comments regarding this monthly report please contact Heidi Arnson at 763.231.2801 or harnson@northmetrotv.com.

CITY REPORT

February 2018

blaine centerville circle pines ham lake lexington lino lakes spring lake park

Video Production



Municipal Producer, Trevor Scholl, completed four projects, and worked toward the completion of several more in February. The highly anticipated Lino Lakes Corrections Facility and Juvenile Center video was given final clearances and is currently playing on several channels. Other completed projects include Ham Lake's Snow Bowl festivities, and a business profile of Mathnasium. Programs were also produced by Ben Hayle, T.J. Tronson, and Danika Peterson. Trevor reaches out to City officials and department contacts, every month, regarding potential programming for the channels.

▪ February Completed Videos/Playing on City Channels & Internet

Title	Producer	Runtime
Lino Lakes Corrections Facility and Juvenile Center	Trevor Scholl	00:20:45
Snow Bowl	Trevor Scholl	00:05:13
Business Matters: Mathnasium	Trevor Scholl	00:06:15
Centennial PD Body Cams Updated	Trevor Scholl	00:08:39
Valentines Day in Spring Lake Park	Danika Peterson/Ben Hayle/Trevor Scholl	00:02:50
Ham Lake Snow Bowl Preview	Danika Peterson/Ben Hayle	00:02:21
Spring Lake Park to Leave Municipal Liquor	Danika Peterson/Ben Hayle	00:03:53
Your County Staff: Michael Grochala	Danika Peterson/Ben Hayle	00:04:11
Your City Staff: Sergeant Bill Jacobson	Danika Peterson/Ben Hayle	00:05:29
Anoka County Board Meeting (2/13/18)	T.J. Tronson	01:06:29
Anoka County Board Meeting (2/27/18)	T.J. Tronson	01:00:47
North Metro Cable Commission Meeting (2/21/18)	T.J. Tronson	00:28:28

Some projects that Trevor is working on or is scheduled to produce include:

- Editing of Lino Lakes Guns and Hoses charity hockey game
- Shooting a piece for the Blaine City Council regarding the senior center, as requested
- Putting finishing touches on Blaine's version of Open to Business
- Business matters episode featuring Pressed yoga and juice bar in Blaine
- Organized Spring Mayor's Minutes

- Investigating story opportunities with Park and Rec departments with weather getting better
- Talked with Patrick Antonen about District Day plans
- Animal Humane Society dog walkers
- Open to Business, each City's involvement
- Circle Pines road maintenance project
- Ham Lake senior dance day
- Working on business profiles for QC Dance, Exotic Pet Store
- Arranging interviews with each City's economic developer about Open to Business
- Met with Dave Bartholomay regarding Circle Pines/Centennial School District quarterly series
- Created spreadsheet of all shows running on City channels, updated some of the videos and modified all expiration dates to clean up the channels and know what is playing at all times.

Equipment Consulting/Technical Support



Blaine

- No equipment assistance requested or required.

Centerville

- No equipment assistance requested or required.

Circle Pines

- No equipment assistance requested or required.

Ham Lake

- 2/21/18: Installed new Carousel server in master control.

Lexington

- No equipment assistance requested or required.

Lino Lakes

- 2/8/18: Ran a network cable for the live stream server in master control.
- 2/8/18: Jeff Karlson called to say that a water heater needs to be replaced, and it is located directly above the new video equipment. If it leaks it will ruin the equipment. May need to disconnect all equipment and move. Will have to take pictures and document current set-up to assure proper re-connection.
- 2/22/18: Moved equipment to allow for water heater removal.
- 2/26/18: Rusty moved equipment back into place. The transmission equipment wasn't powering up. Stopped by and found power strip not turned on. Also reconnected the Comcast feed for the confidence monitor.

Spring Lake Park

- 2/8/18: Installed a better network switch while troubleshooting camera connectivity issues.
- 2/16/18: Talked with Broadcast Pix regarding camera issues. They are looking into ways to correct camera control issues.
- 2/23/18: Sent documentation to Broadcast Pix proving case for a free, newer version of the software.
- 2/27/18: Emailed Wanda regarding software update for Broadcast Pix switcher. Made appointment to install.
- 2/28/18: Installed updated software. It didn't work at all. Contacted Broadcast Pix. Their technical team is working on it.

All Cities

- 2/20/18: Fixed monitoring issues on the Tightrope boxes in master control. Figured out the boxes work better with a 75mhz refresh rate.

- 2/27/18: Contacted Alpha Video for quotes on live stream server and extended warranties and service agreements on all Tightrope equipment in master control.

Master Control



Programming Coordinator, Michele Silvester, along with help from Eric Houston and Tarkor Zehn, is responsible for processing and scheduling the programming on the City channels. There are three categories of programs that are scheduled on the City channels; live and replayed meetings, NMTV staff created video content, and informational graphics pages. All categories of programming must be encoded, scheduled, and entered into the Tightrope playback system or entered into the Carousel video files.

As each live meeting is being recorded at City Hall, it is routed to the North Metro TV head-end and then sent out over the cable system live. At the same time it is also encoded on a server for future playbacks. The following meetings were processed in February:

Title	Producer	Runtime
Blaine City Council Meeting (2/1/18)	Blaine Staff	00:58:29
Blaine Planning Commission Meeting (2/13/18)	Blaine Staff	00:44:50
Blaine City Council Meeting (2/15/18)	Blaine Staff	02:41:25
Blaine Natural Resources Conservation Board Meeting (2/20/18)	Blaine Staff	01:27:00
Blaine Park Board Meeting (2/27/18)	Blaine Staff	00:52:32
Centerville City Council Meeting (2/14/18)	Centerville Staff	02:02:55
Circle Pines City Council Meeting (2/13/18)	Circle Pines Staff	01:16:36
Circle Pines Utility Commission Meeting (2/21/18)	Circle Pines Staff	00:08:51
Circle Pines City Council Meeting (2/27/18)	Circle Pines Staff	00:37:58
Ham Lake City Council Meeting (2/5/18)	Ham Lake Staff	01:52:55
Ham Lake Planning Commission Meeting (2/12/18)	Ham Lake Staff	00:47:13
Ham Lake City Council Meeting (2/20/18)	Ham Lake Staff	00:17:39
Ham Lake Park & Tree Commission Meeting (2/21/18)	Ham Lake Staff	01:23:39
Lexington City Council Meeting (2/1/18)	Lexington Staff	00:46:23
Lexington City Council Meeting (2/15/18)	Lexington Staff	00:18:58
Lino Lakes City Council Meeting (2/12/18)	Lino Lakes Staff	00:33:42
Lino Lakes Planning & Zoning Commission Meeting (2/14/18)	Lino Lakes Staff	02:30:59
Lino Lakes City Council Meeting (2/26/18)	Lino Lakes Staff	00:30:51
Spring Lake Park City Council Meeting (2/5/18)	Spring Lake Park Staff	01:25:08
Spring Lake Park City Council Meeting (2/20/18)	Spring Lake Park Staff	00:40:15

Spring Lake Park Planning Commission Meeting (2/26/18)	Spring Lake Park Staff	01:33:26
21 New Programs		23:31:44 New Hours

Meetings are scheduled for replay based on schedules requested by each City. Additional longer-length video programming produced by NMTV staff is also scheduled on the channels. **With the arrival of the Carousel units, shorter-length videos and promos are loaded onto those devices, rather than being scheduled as separate playbacks. The short videos cycle through, with graphics pages, and play on the channels whenever a scheduled program is not playing. Depending on whether a City selected the split screen or full screen Carousel option, the shorter videos are cycling 24 hours a day.** The table below outlines how many times a longer-length video program was entered into the Tightrope system, and played back on each City channel.

City	Number of Times Programs Played	Hours Programmed on Channel
Blaine	166	260:28:57
Centerville	43	79:02:14
Circle Pines	207	153:09:37
Ham Lake	68	78:05:45
Lexington	94	63:55:24
Lino Lakes	73	73:47:36
Spring Lake Park	93	129:20:37
Totals:	744 Program Playbacks	837:50:04 Hours of Video Programming on Channels

The last category of programming on City channels consists of bulletin board, or graphics pages, that display information about the City or about events and issues of interest to citizens. With the installation of the new Carousel units complete, Eric Houston has assumed responsibility for updating the information on all seven channels. He works closely with each City's representative to ensure that all requested data slides are created and posted to the satisfaction of the City. Even though Eric is doing the work of creating the data pages, the Cities will always maintain editorial control. In addition to the graphics pages, the new Carousel units play video. Eric is also responsible for encoding any videos that will be displayed. The following work was done for City Carousel units in February:

Blaine

- Transcoded and uploaded 3 videos to Carousel.

Centerville

- Transcoded and uploaded 3 videos to Carousel.

Circle Pines

- Transcoded and uploaded 3 videos to Carousel.
- Discussed hard-drive drop off and pick up
- Prepared hard drive
- Converted a City meeting from VHS back up for Cablecast, created a DVD for City records, and copied to hard drive

- Created DVD copies of meeting at staff request
Ham Lake
- Transcoded and uploaded 2 videos to Carousel.
Lexington
- Transcoded and uploaded 3 videos to Carousel.
- Created 1 bulletin for Carousel.
Lino Lakes
- Transcoded and uploaded 1 video to Carousel.
- Created 2 bulletins for Carousel.
Spring Lake Park
- Created 3 bulletins for Carousel.
- Looked into concerns Wanda had regarding unsolicited letters from ASCAP that suggested the City get a license. Discovered that these were merely unfounded attempts to get the City to subscribe to a service they don't need. Suggested follow-up with City attorney.
- Transcoded and uploaded 3 videos to Carousel.

City Channel Signal Monitoring

- **Blaine**
No channel signal problems.
- **Centerville**
Channel frozen. Fixed.
- **Circle Pines**
No channel signal problems.
- **Ham Lake**
No channel signal problems.
- **Lexington**
No channel signal problems.
- **Lino Lakes**
No channel signal problems.
- **Spring Lake Park**
No channel signal problems.

Meetings on Demand



NMTV has created a video on demand service, with line-item bookmarking, for our Cities meetings. In order to accomplish this, each encoded meeting has to undergo several steps. The meeting must first be transferred and transcoded from the playback server to the video on demand server. The length of time necessary for this varies based on the length of the meeting and whether it is recorded in SD or HD. Once that is done, a staff member must go through the meeting entering a bookmark at the start of each meeting line-item, and type in the corresponding line-item information. Staff utilizes marked agendas provided by City staff members for this step. If marked agendas aren't provided by City staff we go to the City website to find unmarked agendas and place the meeting on VOD without bookmarks. Once that is done and saved the bookmarked meeting is then linked to the NMTV website's city meeting page for video on demand. The following number of meetings were bookmarked and/or placed on VOD for the Cities in February:

- **Blaine**
5 meetings bookmarked and placed on VOD.
- **Centerville**
1 meeting placed on VOD.
- **Circle Pines**
3 meetings bookmarked and placed on VOD.
- **Ham Lake**
4 meetings bookmarked and placed on VOD.
- **Lexington**
2 meetings placed on VOD.
- **Lino Lakes**
3 meetings bookmarked and placed on VOD.
- **Spring Lake Park**
3 meeting bookmarked and placed on VOD



Administrative

The issues dealt with in February include following up with the 4th quarter Comcast PEG fee calculation and CenturyLink 4th Quarter gross revenue errors, presenting and adopting a resolution marking the start of franchise renewal proceedings with Comcast, franchise fee payments to Cities, and the CenturyLink Q4 meeting.

Comcast Franchise Renewal

- Presented Resolution No. 2018-01 A Resolution Concerning the Commencement of Renewal Proceedings Under the Federal Cable Communications Policy Act of 1984, as Amended to the Cable Commission.
- The Cable Commission adopted the resolution at the February 21st, 2018 meeting.
- Discussed Franchise and PEG fee audits with Legal Counsel.

Fourth Quarter Franchise and PEG Fees Issues

- Noted a significant variation in Comcast's 4th Quarter PEG fee calculation.
- Emailed Comcast for explanation.
- Inquiry was forwarded to Regulatory Compliance.
- Sent follow-up email inquiries to three different individuals, at Comcast, requesting an explanation and resolution for PEG fee error.
- Emailed Comcast and requested contact information for individual in Regulatory Compliance who is dealing with the PEG fee issue. Included legal counsel on email.
- Have not yet received a response from Comcast.
- CenturyLink corrected the 4th Quarter gross revenue error in the Lino Lakes report.

Franchise Fee Payments to Cities

- Created franchise fee, PEG fee, and gross revenue spread sheets
- Calculated individual City gross revenue to determine percentages of franchise fees to be paid to Cities.
- Created packet of data and attached to franchise fee payment.
- Presented 2018 franchise fee payment data to Operations Committee, Executive Committee, and Cable Commission for approval.
- Delivered franchise fee checks and supporting materials to Cities.

CenturyLink Q4 Meeting

- Scheduled Q4 meeting for 1:00 p.m., Tuesday February 27th at Mike Bradley's office.
- Attended Q4 meeting.
- Reviewed Q4 reports.
- Discussed CenturyLink memo meant to explain sudden drop in franchise fees, beginning with Q3.

Miscellaneous

- CenturyLink determines that the Lexington fire station address is capable of receiving the free PRISM TV service.
- Received drone policy proposal. Included in March packets.

February 7, 2018



Dear Valued Partner,

We are excited to share with you, the extraordinary results that we achieved together in 2017. Together, we made a difference for PEOPLE and PLANET.

For PEOPLE we made a difference by clothing more than 820,000 people and creating employment for over 244 individuals in the US and downstream markets.

For PLANET we made a difference by planting 120,000 trees to fight climate change and saving more than 615 million pounds of CO₂ emissions and more than 98 billion gallons of water.

Our fight for PEOPLE and PLANET is more important than ever before, with 2017 topping the charts as the hottest year on record without an El Niño, or the 3rd hottest year overall. Millions of people have fled their homes and become refugees, to survive droughts, floods, wild fires, hurricanes and more. The outlook is not good and the time window to avoid global climate disaster is quickly closing.

But all is not lost. All over the world people are fighting back and building a better future, by generating renewable electricity, by learning to grow organic sustainable food, by planting trees, by conserving resources through reuse and so much more. At USAgain we are happy to work with reusing USED CLOTHES because it is a product that is good for PEOPLE and PLANET.

USED CLOTHES are worn by 70% of PEOPLE on earth. Because USED CLOTHES are affordable, costing less than 1/10 of new clothes, The Poor around the world are able to dedicate more income to other needs such as food, shelter, healthcare and education. Good and affordable USED CLOTHES also provide dignity and opportunities to express one's personality.

Reusing clothes is good for the PLANET because when we reuse we don't need to manufacture as many new clothes. This is important because the textile industry may be the second most polluting in the world after the petroleum industry. The textile industry is responsible for 10% of all greenhouse gases emitted in the world. When we prevent the manufacturing of 1 pound of new clothes, we save more than 15 pounds of CO₂ emissions — that is more than any other commonly recycled material. We plant a tree every time you fill a USAgain bin with clothes. Planting trees is a very effective way to reduce the concentration of CO₂ in the atmosphere, along with many other benefits. This is why USAgain has planted more than 840,000 trees since 2013.

We are proud to award you with the enclosed Certificate of Sustainability for 2017. Please accept this Certificate as an award to be displayed proudly, to showcase the results of your sustainability initiatives.

We are also excited to announce our fifth annual SPRING GREENING CHALLENGE. The Spring Greening Challenge is a month-long partner appreciation recycling contest starting May 1st, where you, our valued partner, are eligible to win attractive-prizes based on the pounds collected per bin at your location.

- ▶ **1st Prize: Apple Watch** ▶ **2nd & 3rd Prize: iPad mini** ▶ **4th to 8th Prize: \$100 gift card each**
- ▶ **15th to 21st: \$25 gift card each** ▶ **9th to 14th Prize: \$50 gift card each**

Sign up for the contest at www.usagain.com/spring-signup by April 20, 2018.

Thank you for your continued support in helping USAgain divert textile waste from landfills. Your partnership is truly an asset to our textile recycling efforts.

Sincerely,

Flip over for contest details.

2018

Spring Greening Challenge

May 1 - May 20, 2018



21 Prizes!

1st - Apple Watch

2nd & 3rd - iPad mini

5 - \$100 gift cards

6 - \$50 gift cards

7 - \$25 giftcards



Promote



Collect



Win

Here's How it Works!

1. Sign up for the challenge on www.usagain.com/spring by 4/20
2. Spread the word among your customers and community to increase collections in your bin. Order promotional flyers during sign up or by emailing info@usagain.com
3. Track collections on our website! The top 21 participating sites that collect the most pounds during the contest win prizes

APRIL
20

Registration ends April 20, 2018

For terms and conditions or to sign-up, visit www.usagain.com/spring

The Spring Greening Challenge is a month-long recycling competition starting May 1st where you, *our valued partner*, are eligible to win attractive prizes. The rules are simple - the top 21 participating recycling sites that collect most pounds of clothes and shoes during the competition win prizes.

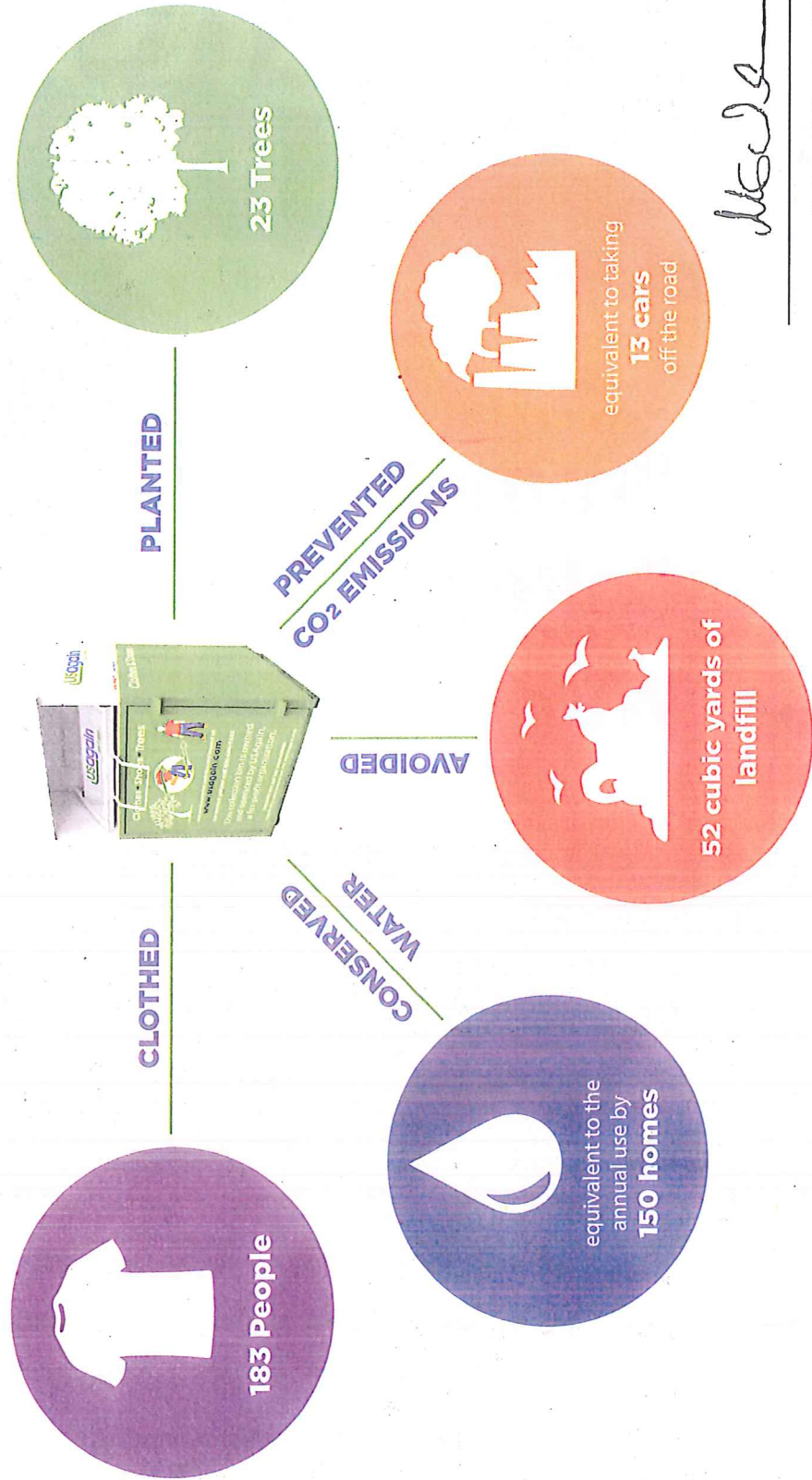


CERTIFICATE OF SUSTAINABILITY

presented to

CITY OF LEXINGTON, CIRCLE PINES, MN

In 2017 your **usagain** TREEMACHINE
recycled **9,153 pounds** of textiles



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

PUBLIC HEARING

1. CALL TO ORDER: – Mayor Kurth

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

Mayor Kurth called to order the public hearing for March 1, 2018 at 7:00 p.m. Councilmembers present: Devries, Harris, Hughes, and Murphy.

Also Present: Bill Petracek, City Administrator; Kurt Glaser, City Attorney; Chris Galiov, Finance Director; Ryan Lunderby, Logan Schmidt and other representative from Dominium Acquisitions, LLC.; Christopher LaCasse, Bond Attorney, Briggs and Morgan; Joe Molohon, Quad Press

PUBLIC HEARINGS:

- A. **PUBLIC HEARING: THE CITY COUNCIL WILL TAKE COMMENTS ON APPROVING A RESOLUTION AUTHORIZING A HOUSING FINANCE PROGRAM TO FINANCE A MULTIFAMILY HOUSING PROJECT AND GIVING PRELIMINARY APPROVAL TO THE PROJECT AND THE ISSUANCE OF REVENUE BONDS PURSUANT TO MINNESOTA LAW (LEXINGTON APARTMENT PROJECT)**

No citizens were present to provide comments on the bond issuance.

2. ADJOURN PUBLIC HEARING

Councilmember Murphy made a motion to adjourn the public hearing at 7:01 p.m. Councilmember Devries seconded the motion. Motion carried 5-0.

**Unapproved minutes
CITY OF LEXINGTON
REGULAR COUNCIL MEETING
MARCH 1, 2018 – 7:00 P.M.
9180 LEXINGTON AVENUE**

3. 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 March 1, 2018 at 7:01 p.m.
Councilmembers present: Devries, Harris, Hughes, and Murphy.*

Also Present: Bill Petracek, City Administrator; Kurt Glaser, City Attorney; Chris Galiov, Finance Director; Ryan Lunderby, Logan Schmidt and other representative from Dominium Acquisitions, LLC.; Christopher LaCasse, Bond Attorney, Briggs and Morgan; Joe Molohon, Quad Press

4. CITIZENS FORUM

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

5. APPROVAL OF AGENDA WITH CHANGES AND CORRECTIONS

*Councilmember Harris made a motion to approve the agenda as presented.
Councilmember Hughes seconded the motion. Motion carried 5-0.*

**6. UPDATE PROVIDED BY DOMINIUM ACQUISITION LLC ON THE
PROGRESS OF THE LOVELL BUILDING SITE PROJECT**

Ryan Lunderby and Mike Kritch, Dominium Acquisitions LLC., provided the Council with a powerpoint presentation updating the members on the progress of the Lovell site redevelopment project.

Lunderby explained that their intention is to close on the Lovell property in September or October of 2018. Discussion ensued.

Mayor Kurth asked about stormwater retention ponds and their proposed location; he also asked about the idea of the new development changing from a senior living facility to a general occupancy facility. Kurth questioned whether they would market it primarily to seniors. Lunderby explained that they would market the property to everyone; he added that due to the change in tax credits available to affordable senior housing and Fair Housing Standards, Dominium needed to change their focus for the development. Discussion ensued.

Councilmember Harris asked about the pool location and it being so close to the street. Lunderby stated that this is just a concept plan and building rendition; there will be many alterations made to the development during the process. Discussion ensued.

7. INFORMATIONAL REPORTS:

- A. Airport (Councilmember Harris) – *Councilmember Harris stated there were no meetings. No report given*
- B. Cable Commission (Councilmember Murphy) – *Councilmember Murphy explained that Cable Commission cities continue to make HD upgrades to their cable broadcast and Council meetings.*
- C. City Administrator (Bill Petracek) – *Petracek explained that the new city hall furnaces were installed, and the HVAC system has been cleaned and sanitized.*

He added that he attended a Quad Area Chamber of Commerce meeting with area city administrators and Mayors giving an update to members on the City of Lexington. Discussion ensued.

Attorney Glaser explained “Law Day” being April 21st at the Anoka County Courthouse.

8. LETTERS AND COMMUNICATIONS:

- A. Public Notice – Public Hearing: On Proposal for a Housing Finance Program and Issuance of Multifamily Housing Revenue Bonds To Finance A Multifamily Housing Development
- B. North Metro TV January 2018 Update
- C. February 21, 2018 North Metro Telecommunications Commission Meeting Talking Points
- D. Anoka County – Minnesota Housing’s 2018 Start Up Program for First Time Homebuyers
- E. City Report – January 2018 newsletter
- F. Centennial Lakes Police Department – Media Reports:
 - February 8 - 14, 2018
 - February 15 -21, 2018

Mayor Kurth provided an explanation to the Anoka County – Minnesota Housing Start-up Program for first-time homebuyers. Discussion ensued.

9. CONSENT ITEMS:

- A. Recommendation to Approve Council Minutes:
Council Meeting – February 15, 2018
- B. Recommendation to Approve Claims and Bills:
Check #'s 13567 through 13568
Check #'s 11836 through 11860
- C. Financial Reports
 - Cash Balances

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

10. ACTION ITEMS:

- A. Recommendation to approve Resolution NO. 18-11 A Resolution Approving A Housing Finance Program To Finance A Multifamily Housing Project And Giving Preliminary Approval To The Project And The Issuance Of Revenue Bonds Pursuant To Minnesota Law (Lexington Apartment Project).

Councilmember Murphy made a motion to approve Resolution NO. 18-11 A Resolution Approving A Housing Finance Program To Finance A Multifamily Housing Project And Giving Preliminary Approval To The Project And The Issuance Of Revenue Bonds Pursuant To Minnesota Law (Lexington Apartment Project. Councilmember Harris seconded the motion. Motion carried 5-0.

- B. Recommendation to approve Planning & Zoning Commission recommendation to approve appointment of Michelle Koch to fill vacancy created by the resignation of Chris Olsson and, approve Gloria Murphy for future vacancies.

Councilmember Hughes made a motion to approve the appointment of Michelle Koch to fill vacancy created by the resignation of Chris Olsson and, approve Gloria Murphy for future vacancies. Councilmember Harris seconded the motion. Motion carried 5-0.

- C. Recommendation to approve appointment of Sharon Ginter to the Lexington Park Board

Councilmember Devries made a motion to approve the appointment of Sharon Ginter to the Lexington Park Board. Councilmember Harris seconded the motion. Motion carried 5-0.

11. MAYOR AND COUNCIL INPUT

Councilmember Devries explained that the Pastor at the Tree of Life Church and its members are willing to open and man the warming house at the skating rink next winter. He added that they want to have the City advertise the rink. Discussion ensued.

12. ADJOURNMENT

Councilmember Devries made motion to adjourn the meeting at 7:53 p.m. Councilmember Hughes seconded the motion. Motion carried 5-0.

CITY OF LEXINGTON

RECOMMEND FOR APPROVAL OF CLAIMS AND BILLS

<p>The following claims and bills have been presented to the Council for approval at the Council Meeting of March 15, 2018.</p>
--

(1) Payroll

Checks	13569 through	13569	\$	354.12
Vouchers	500956 through	500970	\$	19,989.90

Payroll Taxes

Federal Tax	\$2,897.44	
Social Security	\$3,588.84	
Medicare	\$839.32	
		<u>\$7,325.60</u>
State Tax	\$1,426.78	\$1,426.78
Total		\$8,752.38

(2) General and Liquor Payment Recommendations:

Payments	43198 through	43251	\$	180,076.36
----------	---------------	-------	----	------------

(3) ACH and Credit Card Payments for: FEB 2018

ACH Checks:	2261E through	2275E	\$	27,584.42
-------------	---------------	-------	----	-----------

Total Payments and Withdrawals Approval	<u>\$</u>	<u>236,403.06</u>
---	-----------	-------------------

Centennial Lakes Police Payment Recommendations:

Checks	11861 through	11878	\$	13,779.08
ACH	201803 through	201803	\$	<u>1,727.12</u>

Total Payments	<u>\$</u>	<u>15,506.20</u>
----------------	-----------	------------------

VOID:	\$	-
-------	----	---

***Check Detail Register©**

March 2018

Check Amt Invoice Comment

10100 4M FUNDPaid Chk# 043198 3/15/2018 **ALL PROFESSIONAL CARPET**

E 609-00000-230	Contracted Services	\$224.44	21372	FLOOR MAINTENANCE - MLS
Total ALL PROFESSIONAL CARPET		\$224.44		

Paid Chk# 043199 3/15/2018 **AMERICAN BOTTLING**

E 609-00000-254	Miscellaneous Purchase	\$182.40	3575801017	
Total AMERICAN BOTTLING		\$182.40		

Paid Chk# 043200 3/15/2018 **ARTISAN BEER COMPANY**

E 609-00000-252	Beer Purchase	\$383.25	3243068	
E 609-00000-252	Beer Purchase	\$258.50	3244712	
E 609-00000-252	Beer Purchase	\$340.90	3246330	
Total ARTISAN BEER COMPANY		\$982.65		

Paid Chk# 043201 3/15/2018 **AUTOPLUS AUTO PARTS**

E 101-43100-210	Operating Supplies	\$25.55	038844148	SHOP SUPPLIES - PW
Total AUTOPLUS AUTO PARTS		\$25.55		

Paid Chk# 043202 3/15/2018 **BERNICKS BEVERAGES**

E 609-00000-252	Beer Purchase	\$40.00	411093	
E 609-00000-252	Beer Purchase	\$979.10	411094	
Total BERNICKS BEVERAGES		\$1,019.10		

Paid Chk# 043203 3/15/2018 **BLAINE LOCK & SAFE INC**

E 101-42260-400	General Maintenance	\$160.00	20566	REPAIRS - FIRE DEPT
Total BLAINE LOCK & SAFE INC		\$160.00		

Paid Chk# 043204 3/15/2018 **BREAKTHRU BEVERAGE MN**

E 609-00000-251	Liquor Purchase	\$3,920.95	1080763081	
E 609-00000-252	Beer Purchase	\$46.15	1080763082	
E 609-00000-251	Liquor Purchase	\$3,368.03	1080766097	
E 609-00000-251	Liquor Purchase	\$1,258.87	1080769303	
Total BREAKTHRU BEVERAGE MN		\$8,594.00		

Paid Chk# 043205 3/15/2018 **CANNON RIVER WINERY**

E 609-00000-253	Wine Purchase	\$144.00	4661	
Total CANNON RIVER WINERY		\$144.00		

Paid Chk# 043206 3/15/2018 **CAPITOL BEVERAGE SALES**

E 609-00000-252	Beer Purchase	\$5,368.95	2072653	
E 609-00000-252	Beer Purchase	\$8,485.80	2075584	
E 609-00000-252	Beer Purchase	(\$95.70)	254-545	
E 609-00000-252	Beer Purchase	(\$10.75)	254-553	
Total CAPITOL BEVERAGE SALES		\$13,748.30		

Paid Chk# 043207 3/15/2018 **CARGILL**

E 101-43100-231	Snow Removal Materials	\$2,044.97	2903972374	ROAD SALT
Total CARGILL		\$2,044.97		

Paid Chk# 043208 3/15/2018 **CINTAS**

E 609-00000-255	Linen	\$125.34	470309962	MAT SERVICE
Total CINTAS		\$125.34		

Paid Chk# 043209 3/15/2018 **CLEAR RIVER BEVERAGE COMPANY**

E 609-00000-252	Beer Purchase	\$646.50	101-4866	
-----------------	---------------	----------	----------	--

***Check Detail Register©**

March 2018

			Check Amt	Invoice	Comment
Total	CLEAR RIVER BEVERAGE COMPANY		\$646.50		
Paid Chk#	043210	3/15/2018			COMCAST
E 609-00000-329	Cable/Internet		\$131.94		8772 10 519 0024097
	Total COMCAST		\$131.94		
Paid Chk#	043211	3/15/2018			CULLIGAN BOTTLED WATER
E 101-41500-411	Culligan		\$28.95	114X64920305	FEB-MAR 2018 SERVICE
E 101-42260-411	Culligan		\$28.95	114X64920305	FEB-MAR 2018 SERVICE
E 609-00000-411	Culligan		\$14.30	114X65100907	FEB-MAR 2018 SERVICE
	Total CULLIGAN BOTTLED WATER		\$72.20		
Paid Chk#	043212	3/15/2018			DAHLHEIMER DISTRIBUTING
E 609-00000-252	Beer Purchase		\$8,630.60	1330933	
E 609-00000-252	Beer Purchase		\$5,654.15	1330980	
E 609-00000-252	Beer Purchase		\$5,303.75	171017	
E 609-00000-252	Beer Purchase		(\$81.60)	171414	
	Total DAHLHEIMER DISTRIBUTING		\$19,506.90		
Paid Chk#	043213	3/15/2018			EHLERS INVESTMENT PARTNERS
E 101-41500-301	Auditing/Acctg Services		\$63.22		FEB 2018 MGMT FEES
	Total EHLERS INVESTMENT PARTNERS		\$63.22		
Paid Chk#	043214	3/15/2018			ENERGY MECHANICAL SERVICES INC
E 310-41500-530	Improvements Other Than Bldgs		\$13,770.00	4134	CITY HALL FURNACES REPLACEMENT
	otal ENERGY MECHANICAL SERVICES INC		\$13,770.00		
Paid Chk#	043215	3/15/2018			FEDEX / KINKOS
E 609-00000-340	Advertising		\$92.84	061700007493	SALES PRINTS - MLS
	Total FEDEX / KINKOS		\$92.84		
Paid Chk#	043216	3/15/2018			GRAPE BEGINNINGS, INC.
E 609-00000-253	Wine Purchase		\$196.50	MN00035665	
E 609-00000-253	Wine Purchase		\$553.50	MN00036326	
	Total GRAPE BEGINNINGS, INC.		\$750.00		
Paid Chk#	043217	3/15/2018			GREEN LIGHTS RECYCLING INC
G 101-20200	Accounts Payable		\$234.80	17-5826	SEP 2017 RECYCLING
	Total GREEN LIGHTS RECYCLING INC		\$234.80		
Paid Chk#	043218	3/15/2018			HAWKINS INC
E 730-00000-216	Chemicals		\$10.00	4235092	
	Total HAWKINS INC		\$10.00		
Paid Chk#	043219	3/15/2018			HOHENSTEINS INC
E 609-00000-252	Beer Purchase		\$1,343.80	947879	
E 609-00000-252	Beer Purchase		\$1,263.50	950255	
	Total HOHENSTEINS INC		\$2,607.30		
Paid Chk#	043220	3/15/2018			HOLIDAY STATIONSTORES
E 101-43100-212	Gas & Oil		\$54.43		ACCT #012-558-511
E 101-45200-212	Gas & Oil		\$54.43		ACCT #012-558-511
E 651-00000-212	Gas & Oil		\$27.21		ACCT #012-558-511
E 730-00000-212	Gas & Oil		\$68.04		ACCT #012-558-511
E 770-00000-212	Gas & Oil		\$68.06		ACCT #012-558-511
E 101-43100-212	Gas & Oil		\$893.21		
	Total HOLIDAY STATIONSTORES		\$1,165.38		

CITY OF LEXINGTON

03/09/18 10:17 AM

Page 3

***Check Detail Register©**

March 2018

Check Amt Invoice Comment

Paid Chk# 043221 3/15/2018 HOME DEPOT

E 101-45200-401	Repair Buildings	\$40.71	4053108	WARMING HOUSE REPAIRS
Total HOME DEPOT		\$40.71		

Paid Chk# 043222 3/15/2018 INITIAL ATTACK FIRE TRAINING

E 101-42260-208	Training and Instruction	\$1,500.00	030418LIVED	TRAINING - FIRE DEPT
Total INITIAL ATTACK FIRE TRAINING		\$1,500.00		

Paid Chk# 043223 3/15/2018 INITIAL DEFENSE E.M.S.

E 101-42260-208	Training and Instruction	\$66.00	17-28	CPR ECARDS
Total INITIAL DEFENSE E.M.S.		\$66.00		

Paid Chk# 043224 3/15/2018 JJ TAYLOR

E 609-00000-252	Beer Purchase	\$6,649.40	2803252	
E 609-00000-252	Beer Purchase	\$46.40	2803254	
E 609-00000-252	Beer Purchase	\$2,681.17	2803277	
Total JJ TAYLOR		\$9,376.97		

Paid Chk# 043225 3/15/2018 JOHNSON BROTHERS LIQUOR

E 609-00000-254	Miscellaneous Purchase	\$33.21	5921164	
E 609-00000-251	Liquor Purchase	\$12,005.95	5948579	
E 609-00000-253	Wine Purchase	\$21,117.71	5948580	
E 609-00000-254	Miscellaneous Purchase	\$87.96	5948581	
E 609-00000-254	Miscellaneous Purchase	\$66.42	5948582	
E 609-00000-251	Liquor Purchase	\$8,521.37	5948583	
E 609-00000-251	Liquor Purchase	\$325.63	5952623	
E 609-00000-253	Wine Purchase	\$241.26	5952624	
E 609-00000-251	Liquor Purchase	\$319.04	5954021	
E 609-00000-251	Liquor Purchase	\$523.10	5954022	
E 609-00000-253	Wine Purchase	\$1,169.12	5954023	
E 609-00000-253	Wine Purchase	(\$61.81)	667129	
Total JOHNSON BROTHERS LIQUOR		\$44,348.96		

Paid Chk# 043226 3/15/2018 KIRVIDA FIRE

E 101-42260-404	Repair Machinery/Equipment	\$897.50	6906	REPAIRS - 2011 PIERCE PUMPER
Total KIRVIDA FIRE		\$897.50		

Paid Chk# 043227 3/15/2018 LUPULIN BREWING

E 609-00000-252	Beer Purchase	\$120.00	11015	
Total LUPULIN BREWING		\$120.00		

Paid Chk# 043228 3/15/2018 M AMUNDSON LLP

E 609-00000-256	Tobacco Products For Resale	\$2,132.95	253909	
E 609-00000-256	Tobacco Products For Resale	\$2,605.47	254332	
Total M AMUNDSON LLP		\$4,738.42		

Paid Chk# 043229 3/15/2018 MARTIN-MCALLISTER

E 101-42260-208	Training and Instruction	\$500.00	11512	PS ASSESSMENT - FIRE DEPT
Total MARTIN-MCALLISTER		\$500.00		

Paid Chk# 043230 3/15/2018 MET COUNCIL - WASTEWATER

E 770-00000-389	MWCC Charges	\$9,335.04	0001078702	APR 2018 SEWER CHARGES
Total MET COUNCIL - WASTEWATER		\$9,335.04		

Paid Chk# 043231 3/15/2018 MIDAMERICA ADMINISTRATIVE

G 101-21716	Other Retirement	\$150.00		MARCH 2018 EMP. CONTRIBUTIONS
-------------	------------------	----------	--	-------------------------------

***Check Detail Register©**

March 2018

			Check Amt	Invoice	Comment
Total	MIDAMERICA ADMINISTRATIVE		\$150.00		
Paid Chk#	043232	3/15/2018			MKL SERVICES, LLC
E 220-46000-230	Contracted Services		\$132.00	03152018	WEEK ENDING 03/03/18
E 220-46000-230	Contracted Services		\$132.00	03152018	WEEK ENDING 03/10/18
Total	MKL SERVICES, LLC		\$264.00		
Paid Chk#	043233	3/15/2018			NCPERS GROUP LIFE INSURANCE
G 101-21724	Life Insurance		\$80.00	5868318	MAR 2018 PREMIUM
Total	NCPERS GROUP LIFE INSURANCE		\$80.00		
Paid Chk#	043234	3/15/2018			NORTH STAR PUMP SERVICE
G 770-20200	Accounts Payable		\$1,112.00	5082	LIFT STATIONS REPAIRS
Total	NORTH STAR PUMP SERVICE		\$1,112.00		
Paid Chk#	043235	3/15/2018			OREILLY AUTO PARTS
E 101-42260-210	Operating Supplies		\$9.16	3472-311049	OPER. SUPPLIES - FIRE DEPT
Total	OREILLY AUTO PARTS		\$9.16		
Paid Chk#	043236	3/15/2018			OXYGEN SERVICE COMPANY
E 101-42260-210	Operating Supplies		\$128.80	03398842	FEB 2018 SERVICE
Total	OXYGEN SERVICE COMPANY		\$128.80		
Paid Chk#	043237	3/15/2018			PACE ANALYTICAL
E 730-00000-306	Water Testing		\$50.00	18100206851	WATER TEST FEE
E 730-00000-306	Water Testing		\$50.00	18100207598	WATER TEST FEE
Total	PACE ANALYTICAL		\$100.00		
Paid Chk#	043238	3/15/2018			PAUSTIS & SONS
E 609-00000-253	Wine Purchase		\$90.25	2760	
E 609-00000-253	Wine Purchase		\$873.00	3488	
Total	PAUSTIS & SONS		\$963.25		
Paid Chk#	043239	3/15/2018			PHILLIPS WINE AND SPIRITS INC
E 609-00000-251	Liquor Purchase		\$5,173.23	2315591	
E 609-00000-253	Wine Purchase		\$2,685.94	2315592	
E 609-00000-254	Miscellaneous Purchase		\$153.75	2315593	
E 609-00000-253	Wine Purchase		\$468.47	2319301	
E 609-00000-253	Wine Purchase		(\$47.99)	287824	
E 609-00000-253	Wine Purchase		(\$291.63)	287970	
E 609-00000-253	Wine Purchase		(\$104.00)	287971	
Total	PHILLIPS WINE AND SPIRITS INC		\$8,037.77		
Paid Chk#	043240	3/15/2018			POPP COMMUNICATIONS
E 101-43100-321	Telephone		\$5.94	992472389	TELEPHONE SERVICE
E 101-45200-321	Telephone		\$5.94	992472389	TELEPHONE SERVICE
E 651-00000-321	Telephone		\$1.81	992472389	TELEPHONE SERVICE
E 730-00000-321	Telephone		\$8.02	992472389	TELEPHONE SERVICE
E 770-00000-321	Telephone		\$8.02	992472389	TELEPHONE SERVICE
E 101-41500-321	Telephone		\$341.69	992472389	TELEPHONE SERVICE
E 609-00000-321	Telephone		\$31.72	992472389	TELEPHONE SERVICE
Total	POPP COMMUNICATIONS		\$403.14		
Paid Chk#	043241	3/15/2018			RASMUSSEN CLEANING SERVICE
E 101-41500-400	General Maintenance		\$1,414.68	19883	DUCT CLEANING - CITY HALL
E 101-41500-401	Repair Buildings		\$1,414.67	19883	DUCT CLEANING - CITY HALL

***Check Detail Register©**

March 2018

			Check Amt	Invoice	Comment
Total RASMUSSEN CLEANING SERVICE			\$2,829.35		
Paid Chk# 043242	3/15/2018	RED BULL DISTRIBUTION CO.			
E 609-00000-254	Miscellaneous Purchase		\$363.00	K-35264070	
Total RED BULL DISTRIBUTION CO.			\$363.00		
Paid Chk# 043243	3/15/2018	RICOH USA INC			
G 101-20200	Accounts Payable		\$128.56	5051339526	DEC 2017 COPIER MAINTENANCE
E 101-41500-350	Print/Binding		\$128.56	5051733595	JAN 2018 COPIER MAINTENANCE
E 101-41500-350	Print/Binding		\$128.56	5052131319	FEB 2018 COPIER MAINTENANCE
E 101-41500-350	Print/Binding		\$130.47	5052131319	JAN 2018 COPIER MAINTENANCE-COLOR
G 101-20200	Accounts Payable		\$260.95	5052131319	NOV-DEC 17 COPIER MAINTENANCE-COLOR
E 101-41500-350	Print/Binding		\$128.56	5052559901	MAR 2018 COPIER MAINTENANCE
Total RICOH USA INC			\$905.66		
Paid Chk# 043244	3/15/2018	ROSEVILLE, CITY OF			
E 101-41900-230	Contracted Services		\$547.75	0224253	JAN 2018 IT SERVICES
E 101-42260-230	Contracted Services		\$156.50	0224253	JAN 2018 IT SERVICES
E 101-43100-230	Contracted Services		\$156.50	0224253	JAN 2018 IT SERVICES
E 101-45200-230	Contracted Services		\$156.50	0224253	JAN 2018 IT SERVICES
E 609-41900-230	Contracted Services		\$156.50	0224253	JAN 2018 IT SERVICES
E 651-41900-230	Contracted Services		\$78.25	0224253	JAN 2018 IT SERVICES
E 730-41900-230	Contracted Services		\$156.50	0224253	JAN 2018 IT SERVICES
E 770-41900-230	Contracted Services		\$156.50	0224253	JAN 2018 IT SERVICES
E 101-41900-230	Contracted Services		\$547.75	0224293	FEB 2018 IT SERVICES
E 101-42260-230	Contracted Services		\$156.50	0224293	FEB 2018 IT SERVICES
E 101-43100-230	Contracted Services		\$156.50	0224293	FEB 2018 IT SERVICES
E 101-45200-230	Contracted Services		\$156.50	0224293	FEB 2018 IT SERVICES
E 609-41900-230	Contracted Services		\$156.50	0224293	FEB 2018 IT SERVICES
E 651-41900-230	Contracted Services		\$78.25	0224293	FEB 2018 IT SERVICES
E 730-41900-230	Contracted Services		\$156.50	0224293	FEB 2018 IT SERVICES
E 770-41900-230	Contracted Services		\$156.50	0224293	FEB 2018 IT SERVICES
Total ROSEVILLE, CITY OF			\$3,130.00		
Paid Chk# 043245	3/15/2018	SHAMROCK GROUP, INC.			
E 609-00000-257	Ice For Resale		\$72.77	2212850	
E 609-00000-257	Ice For Resale		\$52.60	2214493	
Total SHAMROCK GROUP, INC.			\$125.37		
Paid Chk# 043246	3/15/2018	SHERWIN WILLIAMS			
E 730-00000-500	Capital Expenditures		\$103.32	1493-9	WELL HOUSE PROJECT
E 730-00000-500	Capital Expenditures		\$20.77	1553-0	WELL HOUSE PROJECT
Total SHERWIN WILLIAMS			\$124.09		
Paid Chk# 043247	3/15/2018	SOUTHERN GLAZERS OF MN			
E 609-00000-253	Wine Purchase		\$1,754.61	1651866	
E 609-00000-251	Liquor Purchase		\$941.42	1651867	
E 609-00000-251	Liquor Purchase		\$6,952.64	1651868	
E 609-00000-251	Liquor Purchase		\$6,509.21	1651869	
E 609-00000-251	Liquor Purchase		\$4,949.21	1654421	
E 609-00000-253	Wine Purchase		\$719.79	1654422	
E 609-00000-251	Liquor Purchase		\$1,164.75	1656958	
E 609-00000-253	Wine Purchase		\$367.08	1656959	
Total SOUTHERN GLAZERS OF MN			\$23,358.71		
Paid Chk# 043248	3/15/2018	ST CLOUD REFRIGERATION			
E 609-00000-404	Repair Machinery/Equipment		\$303.00	W28475	COOLER REPAIRS

***Check Detail Register©**

March 2018

			Check Amt	Invoice	Comment
Total	ST CLOUD REFRIGERATION		\$303.00		
Paid Chk#	043249	3/15/2018			ST. PAUL S FLAT EARTH
E 609-00000-252	Beer Purchase		\$127.00	22034	
Total	ST. PAUL S FLAT EARTH		\$127.00		
Paid Chk#	043250	3/15/2018			TWIN CITY LOW VOLTAGE
E 609-00000-404	Repair Machinery/Equipment		\$236.42	3000	MLS SECURITY SYSTEM REPAIRS
Total	TWIN CITY LOW VOLTAGE		\$236.42		
Paid Chk#	043251	3/15/2018			WINE MERCHANTS
E 609-00000-253	Wine Purchase		\$100.21	7173575	
Total	WINE MERCHANTS		\$100.21		
10100	4M FUND		\$180,076.36		

Fund Summary**10100 4M FUND**

101 GENERAL FUND	\$13,083.76
220 LOVELL BUILDING	\$264.00
310 CAPITAL PROJECTS	\$13,770.00
609 MUNICIPAL LIQUOR FUND	\$141,313.81
651 STORM WATER FUND	\$185.52
730 WATER FUND	\$623.15
770 SEWER FUND	\$10,836.12
	\$180,076.36

***Check Detail Register©**

February 2018 to March 2018

			Check Amt	Invoice	Comment
10100 4M FUND					
Paid Chk# 002261E 2/15/2018 LOWES					
G 101-20200	Accounts Payable		\$286.95	10885083	TOOLS - PW
	Total LOWES		\$286.95		
Paid Chk# 002262E 2/15/2018 FLEET FARM					
E 101-45200-404	Repair Machinery/Equipment		\$43.53	8217	REPAIR SUPPLIES - PARKS
	Total FLEET FARM		\$43.53		
Paid Chk# 002263E 2/15/2018 MISC CUSTOMERS					
G 101-20200	Accounts Payable		\$13.65	KOHL5468980	FIRE PREVENTION SUPPLIES
G 101-20200	Accounts Payable		\$29.46	LOWES34359	FIRE PREVENTION SUPPLIES
G 101-20200	Accounts Payable		\$23.77	OFFICE DEPO	FIRE PREVENTION SUPPLIES
G 101-20200	Accounts Payable		\$23.77	OFFICE DEPO	FIRE PREVENTION SUPPLIES
G 101-20200	Accounts Payable		\$21.60	PARTYBELL	FIRE PREVENTION SUPPLIES
G 101-20200	Accounts Payable		\$34.28	QUARTERMA	FIRE PREVENTION SUPPLIES
	Total MISC CUSTOMERS		\$146.53		
Paid Chk# 002264E 2/15/2018 HOME DEPOT					
E 101-42260-219	Fire Prevention		\$934.93	W812775731	FIRE PREVENTION SUPPLIES
	Total HOME DEPOT		\$934.93		
Paid Chk# 002265E 2/15/2018 AMAZON.COM					
G 101-20200	Accounts Payable		\$26.94		POSTAGE INK
G 101-20200	Accounts Payable		\$25.78		OFFICE SUPPLIES
G 101-20200	Accounts Payable		\$35.92		OFFICE SUPPLIES
E 101-41500-200	Office Supplies		\$30.93		1099 FORMS
E 101-41500-200	Office Supplies		\$49.98		W-2 FORMS
E 101-41500-200	Office Supplies		\$79.99		BANKERS BOXES
G 101-20200	Accounts Payable		(\$16.09)		CITY HALL SUPPLIES
	Total AMAZON.COM		\$233.45		
Paid Chk# 002266E 2/15/2018 FACEBOOK					
G 101-20200	Accounts Payable		\$45.00		CITY PAGE
	Total FACEBOOK		\$45.00		
Paid Chk# 002267E 2/15/2018 MN GFOA					
E 101-41500-208	Training and Instruction		\$15.00	09033	JAN 2018 MEETING
	Total MN GFOA		\$15.00		
Paid Chk# 002268E 2/1/2018 CONNEXUS ENERGY					
G 101-20200	Accounts Payable		\$140.07		DEC 2017 UTILITIES
G 101-20200	Accounts Payable		\$247.95		DEC 2017 UTILITIES
G 770-20200	Accounts Payable		\$52.90		DEC 2017 UTILITIES
E 770-00000-381	Electric Utilities		\$27.41		DEC 2017 UTILITIES
	Total CONNEXUS ENERGY		\$468.33		
Paid Chk# 002269E 2/1/2018 LINCOLN NATIONAL LIFE					
E 101-41500-134	ST/LT Disability Insurance		\$259.26	3601581651	FEB 2018 PREMIUM
E 101-43100-134	ST/LT Disability Insurance		\$83.74	3601581651	FEB 2018 PREMIUM
E 101-45200-134	ST/LT Disability Insurance		\$55.83	3601581651	FEB 2018 PREMIUM
E 609-00000-134	ST/LT Disability Insurance		\$182.81	3601581651	FEB 2018 PREMIUM
	Total LINCOLN NATIONAL LIFE		\$581.64		
Paid Chk# 002270E 2/15/2018 HEALTHPARTNERS					
E 609-00000-160	Health/Dental Insurance		\$905.56	78341634	FEB 2018 PREMIUM
E 101-43100-160	Health/Dental Insurance		\$429.40	78341634	FEB 2018 PREMIUM

***Check Detail Register©**

February 2018 to March 2018

		Check Amt	Invoice	Comment
E 101-45200-160	Health/Dental Insurance	\$286.27	78341634	FEB 2018 PREMIUM
E 101-41500-160	Health/Dental Insurance	\$1,449.14	78341634	FEB 2018 PREMIUM
E 609-00000-160	Health/Dental Insurance	\$362.90	78341634	FEB 2018 PREMIUM
E 101-41500-160	Health/Dental Insurance	\$523.33	78341634	FEB 2018 PREMIUM
E 101-43100-160	Health/Dental Insurance	\$932.44	78341634	FEB 2018 PREMIUM
E 101-45200-160	Health/Dental Insurance	\$621.62	78341634	FEB 2018 PREMIUM
Total HEALTHPARTNERS		\$5,510.66		
Paid Chk# 002271E 2/27/2018 AFLAC				
G 101-21725	Supplemental Insurance	\$166.44	512186	FEB 2018 PREMIUM
Total AFLAC		\$166.44		
Paid Chk# 002272E 2/9/2018 XCEL ENERGY				
G 101-20200	Accounts Payable	\$1,710.31	576855410	DEC 2017 UTILITIES
G 220-20200	Accounts Payable	\$2,858.43	576855410	DEC 2017 UTILITIES
G 609-20200	Accounts Payable	\$1,656.70	576855410	DEC 2017 UTILITIES
G 651-20200	Accounts Payable	\$91.91	576855410	DEC 2017 UTILITIES
G 730-20200	Accounts Payable	\$229.78	576855410	DEC 2017 UTILITIES
G 770-20200	Accounts Payable	\$395.06	576855410	DEC 2017 UTILITIES
Total XCEL ENERGY		\$6,942.19		
Paid Chk# 002273E 2/19/2018 CENTERPOINT ENERGY PO BOX 4671				
G 101-20200	Accounts Payable	\$318.11		DEC 2017 UTILITIES
G 220-20200	Accounts Payable	\$2,060.14		DEC 2017 UTILITIES
G 651-20200	Accounts Payable	\$4.52		DEC 2017 UTILITIES
G 730-20200	Accounts Payable	\$11.29		DEC 2017 UTILITIES
G 770-20200	Accounts Payable	\$11.29		DEC 2017 UTILITIES
E 101-41500-383	Gas Utilities	\$530.12		JAN 2018 UTILITIES
E 101-41500-383	Gas Utilities	\$84.27		JAN 2018 UTILITIES
E 609-00000-383	Gas Utilities	\$609.63		JAN 2018 UTILITIES
E 101-43100-383	Gas Utilities	\$180.94		JAN 2018 UTILITIES
E 101-45200-383	Gas Utilities	\$180.94		JAN 2018 UTILITIES
E 651-00000-383	Gas Utilities	\$90.47		JAN 2018 UTILITIES
E 730-00000-383	Gas Utilities	\$226.17		JAN 2018 UTILITIES
E 770-00000-383	Gas Utilities	\$226.17		JAN 2018 UTILITIES
Total CENTERPOINT ENERGY PO BOX 4671		\$4,534.06		
Paid Chk# 002274E 2/7/2018 PERA				
G 101-21704	PERA	\$1,687.01		02/07/2018 PAYROLL
G 101-21717	PERA	\$1,946.53		02/07/2018 PAYROLL
G 101-21704	PERA	\$1,696.47		02/21/2018 PAYROLL
G 101-21717	PERA	\$1,957.45		02/21/2018 PAYROLL
Total PERA		\$7,287.46		
Paid Chk# 002275E 2/9/2018 HSA BANK				
G 101-21726	HSA Additional Withholding	\$377.00		EMPLOYEE CONTRIBUTIONS
E 101-41500-160	Health/Dental Insurance	\$11.25		HSA SERVICE FEE
Total HSA BANK		\$388.25		
10100 4M FUND		\$27,584.42		

***Check Detail Register©**

February 2018 to March 2018

Check Amt Invoice Comment

Fund Summary**10100 4M FUND**

101 GENERAL FUND	\$17,581.28
220 LOVELL BUILDING	\$4,918.57
609 MUNICIPAL LIQUOR FUND	\$3,717.60
651 STORM WATER FUND	\$186.90
730 WATER FUND	\$467.24
770 SEWER FUND	\$712.83
	<hr/>
	\$27,584.42

Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Ck No	Payee	Description	Check Amount
03/18	03/08/2018	11861	ABRAMS & SCHMIDT LLC	FEB LEGAL FEES	174.00
03/18	03/08/2018	11862	ANOKA CO TREASURY DEPT.	APRIL BROADBAND	75.00
03/18	03/08/2018	11863	ASPEN MILLS, INC	OFFICER UNIFORM ALLOWANCE	6,700.00
03/18	03/08/2018	11864	AVENET, LLC	WEBSITE HOSTING/MTC/SUPPORT 12	550.00
03/18	03/08/2018	11865	AXON ENTERPRISE, INC	3 MOLLIE MOUNT AXON RAPID LOCK	119.85
03/18	03/08/2018	11866	COVERALL OF THE TWIN CITIES INC	MARCH CLEANING SERVICE	780.00
03/18	03/08/2018	11867	DON'S CIRCLE SERVICE, INC	'13 FORD CATALYTIC CONVERTOR R	1,436.01
03/18	03/08/2018	11868	EMERGENCY AUTO TECH ,INC	REMOVE EQUIP FROM VEHICLE	215.00
03/18	03/08/2018	11869	FRATTALLONES HARDWARE, INC.	BIT SECURITY T7 TORX	1.79
03/18	03/08/2018	11870	IMAGE PRINTING & GRAPHICS, INC	BUSINESS CARDS GC/TOW REPORT	264.64
03/18	03/08/2018	11871	NEAL A. NOREN	BLDG MTC HOURS	150.00
03/18	03/08/2018	11872	OFFICE OF MN IT SERVICES	WAN SERVICES FEB	57.20
03/18	03/08/2018	11873	PITNEY BOWES GLOBAL FINANCIAL	POSTAGE METER LEASE	67.65
03/18	03/08/2018	11874	CITY OF ROSEVILLE	FEB PHONE SERVICES	357.80
03/18	03/08/2018	11875	TELECIDE PRODUCTIONS, INC	JAN/FEB COMPUTER MTC/SUPPORT	1,050.00
03/18	03/08/2018	11876	TOP GREEN CO.	MARCH GROUNDS MTC	671.98
03/18	03/08/2018	11877	TRANSUNION RISK & ALTERNATIVE	INVESTIGATION EXPENSES FEB	25.00
03/18	03/08/2018	11878	VERIZON WIRELESS	SQUAD LAPTOPS FEB	1,083.16
02/18	02/28/2018	201803	U S BANK	VISA EFT-TRAINING MG	1,727.12
Grand Totals:					15,506.20

CITY OF LEXINGTON

*Cash Balances

03/09/18 10:34 AM
Page 1

Current Period February 2018

Fund	2018 Begin Balance	Receipts	Disbursements	Transfers		JE Payroll	Balance
				Rec/Disb	Journal Entry		
10100 4M FUND							
101 GENERAL FUND	\$818,052.62	\$138,948.01	\$261,473.55	\$0.00	(\$25,201.06)	(\$10,576.97)	\$659,749.05 In Bal
220 LOVELL BUILDING	\$385,460.23	\$29,058.70	\$15,818.98	\$0.00	(\$31.00)	(\$4,323.43)	\$394,345.55 In Bal
310 CAPITAL PROJEC	\$421,152.20	\$90,030.36	\$11,611.87	\$0.00	\$0.00	\$0.00	\$499,570.69 In Bal
330 WATER CAPITAL	(\$394,762.93)	\$0.00	\$2,802.50	\$0.00	\$0.00	\$0.00	(\$397,565.43) In Bal
360 05 STREET-EDGE	(\$0.17)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.17) In Bal
370 SEWER CAPITAL	\$123,304.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$123,304.02 In Bal
417 17 STREET IMPR	(\$226,931.72)	\$0.00	\$2,014.00	\$0.00	\$0.00	\$0.00	(\$228,945.72) In Bal
418 LAKE DRIVE PROJ	\$275,681.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$275,681.38 In Bal
430 12 HAMLINE AVE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 In Bal
435 13 STREET IMPR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 In Bal
440 15 STREET IMPR	\$16,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,500.00 In Bal
445 16 STREET IMPR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 In Bal
551 16 NORTH METRO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 In Bal
585 04 STREET-OAK L	\$48,835.13	\$3.63	\$21,380.00	\$0.00	\$0.00	\$0.00	\$27,458.76 In Bal
591 14 STREET-VARIO	\$98,888.89	\$389.26	\$12,993.56	\$0.00	\$0.00	\$0.00	\$86,284.59 In Bal
592 15 STREET-VARIO	\$62,572.44	\$158.70	\$0.00	\$0.00	\$0.00	\$0.00	\$62,731.14 In Bal
599 POLICE BUILDING	\$22,057.24	\$130.71	\$9,658.54	\$0.00	\$0.00	\$0.00	\$12,529.41 In Bal
609 MUNICIPAL LIQUO	\$578,599.09	\$1,620.75	\$311,501.22	\$0.00	\$425,427.73	(\$51,923.94)	\$642,222.41 In Bal
625 FARMERS MARKE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 In Bal
650 PROPERTY MAIN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 In Bal
651 STORM WATER F	(\$65,434.14)	\$4,061.36	\$9,870.20	\$0.00	\$0.00	(\$2,022.35)	(\$73,265.33) In Bal
730 WATER FUND	\$354,141.52	\$29,180.46	\$71,695.63	\$0.00	(\$455.00)	(\$11,265.95)	\$299,905.40 In Bal
770 SEWER FUND	\$945,564.06	\$44,871.40	\$84,142.82	\$0.00	\$0.00	(\$9,298.60)	\$896,994.04 In Bal
	\$3,463,679.89	\$338,453.34	\$814,962.87	\$0.00	\$399,740.67	(\$89,411.24)	\$3,297,499.79

CITY OF LEXINGTON

03/09/18 10:26 AM

Page 1

*Fund Summary -
Budget to Actual©

February 2018

	2018 YTD Budget	February MTD Amount	2018 YTD Amount	2018 YTD Balance	2018 % YTD Budget
FUND 101 GENERAL FUND					
Revenue	\$1,798,998.10	\$34,108.02	\$121,157.77	\$1,677,840.33	6.73%
Expenditure	\$1,798,998.11	\$162,780.14	\$279,507.62	\$1,519,490.49	15.54%
		<u>-\$128,672.12</u>	<u>-\$158,349.85</u>		
FUND 220 LOVELL BUILDING					
Revenue	\$143,200.00	\$8,222.16	\$28,873.70	\$114,326.30	20.16%
Expenditure	\$190,162.06	\$6,819.05	\$9,428.74	\$180,733.32	4.96%
		<u>\$1,403.11</u>	<u>\$19,444.96</u>		
FUND 310 CAPITAL PROJECTS					
Revenue	\$132,500.00	\$19,000.00	\$34,000.00	\$98,500.00	25.66%
Expenditure	\$132,500.00	\$8,645.92	\$8,645.92	\$123,854.08	6.53%
		<u>\$10,354.08</u>	<u>\$25,354.08</u>		
FUND 330 WATER CAPITAL FUND					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		<u>\$0.00</u>	<u>\$0.00</u>		
FUND 360 05 STREET-EDGEWOOD					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		<u>\$0.00</u>	<u>\$0.00</u>		
FUND 370 SEWER CAPITAL FUND					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		<u>\$0.00</u>	<u>\$0.00</u>		
FUND 417 17 STREET IMPROVEMENTS					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$1,377.00	\$1,377.00	-\$1,377.00	0.00%
		<u>-\$1,377.00</u>	<u>-\$1,377.00</u>		
FUND 418 LAKE DRIVE PROJECT					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		<u>\$0.00</u>	<u>\$0.00</u>		
FUND 430 12 HAMLINE AVE					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		<u>\$0.00</u>	<u>\$0.00</u>		
FUND 435 13 STREET IMPROVEMENTS					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		<u>\$0.00</u>	<u>\$0.00</u>		
FUND 440 15 STREET IMPROVEMENTS					

CITY OF LEXINGTON

03/09/18 10:26 AM

Page 2

***Fund Summary -
Budget to Actual©**

February 2018

	2018 YTD Budget	February MTD Amount	2018 YTD Amount	2018 YTD Balance	2018 % YTD Budget
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 445 16 STREET IMPROVEMENTS					
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 551 16 NORTH METRO GO					
Revenue	\$4,102.96	\$0.00	\$0.00	\$4,102.96	0.00%
Expenditure	\$4,102.96	\$0.00	\$0.00	\$4,102.96	0.00%
		\$0.00	\$0.00		
FUND 585 04 STREET-OAK LANE					
Revenue	\$700.00	\$0.00	\$0.00	\$700.00	0.00%
Expenditure	\$22,760.00	\$0.00	\$21,380.00	\$1,380.00	93.94%
		\$0.00	-\$21,380.00		
FUND 591 14 STREET-VARIOUS					
Revenue	\$31,020.49	\$0.00	\$354.03	\$30,666.46	1.14%
Expenditure	\$18,662.78	\$0.00	\$12,993.56	\$5,669.22	69.62%
		\$0.00	-\$12,639.53		
FUND 592 15 STREET-VARIOUS					
Revenue	\$111,481.66	\$0.00	\$0.00	\$111,481.66	0.00%
Expenditure	\$28,669.00	\$0.00	\$0.00	\$28,669.00	0.00%
		\$0.00	\$0.00		
FUND 599 POLICE BUILDING					
Revenue	\$60,516.75	\$0.00	\$0.00	\$60,516.75	0.00%
Expenditure	\$57,921.25	\$4,829.27	\$9,658.54	\$48,262.71	16.68%
		-\$4,829.27	-\$9,658.54		
FUND 609 MUNICIPAL LIQUOR FUND					
Revenue	\$3,235,000.00	\$205,292.73	\$412,434.83	\$2,822,565.17	12.75%
Expenditure	\$3,217,491.34	\$212,962.36	\$317,231.56	\$2,900,259.78	9.86%
		-\$7,669.63	\$95,203.27		
FUND 625 FARMERS MARKET					
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
FUND 650 PROPERTY MAINTENANCE PROGRAM					
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 WATER FUND					
Revenue	\$28,607.16	\$0.00	\$0.00	\$28,607.16	0.00%
Expenditure	\$49,415.16	\$2,915.75	\$9,912.92	\$39,502.24	20.06%

CITY OF LEXINGTON

03/09/18 10:26 AM

Page 3

*Fund Summary - Budget to Actual©

February 2018

	2018 YTD Budget	February MTD Amount	2018 YTD Amount	2018 YTD Balance	2018 % YTD Budget
FUND 730 WATER FUND					
Revenue	\$138,000.00	\$0.00	\$0.00	\$138,000.00	0.00%
Expenditure	\$213,860.41	\$40,796.05	\$78,960.23	\$134,900.18	36.92%
		-\$40,796.05	-\$78,960.23		
FUND 770 SEWER FUND					
Revenue	\$199,000.00	\$4,953.82	\$4,953.82	\$194,046.18	2.49%
Expenditure	\$342,038.32	\$19,205.20	\$90,915.96	\$251,122.36	26.58%
		-\$14,251.38	-\$85,962.14		
Report Total		-\$188,754.01	-\$238,237.90		

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

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

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION 18-12
A RESOLUTION ADOPTING
THE PLANNED COMMUNITY DEVELOPMENT PLAN
FOR
LOVELL BUILDING SITE**

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

RESOLUTION 18-12
A RESOLUTION ADOPTING
THE PLANNED COMMUNITY DEVELOPMENT PLAN
FOR
LOVELL BUILDING SITE

WHEREAS, the City of Lexington (the “City”) adopted a revision of that certain Comprehensive Plan, adopted originally in 1982, and later revised in 1999 (as revised, the “Comprehensive Plan”) wherein the City set forth its guide for the development and redevelopment of the City.

WHEREAS, in the Comprehensive Plan, the City identified the need for a long term strategic plan for the use and redevelopment of the Lovell Building, located at 4175 Lovell Road (the “Site”) based on the needs and priorities of the City.

WHEREAS, in July of 2015, the City of Lexington adopted that certain Strategic Plan (the “Strategic Plan”) wherein the City identified the need to sell the Site for private development, use the proceeds of such sale for the development of other projects in the City and use economic development incentives, as set forth therein, to incentive the sale and development of the Site.

WHEREAS, in order to further implement the goals of the Comprehensive Plan and the Strategic Plan, the City desires to adopt that certain Planned Community Development Plan for Lovell Building Site (the “PCD Plan”), attached hereto and incorporated herein as Exhibit A, in order to allow the Site to be redeveloped as an affordable, multifamily apartment project (the “Development”), such development addressing the needs of the City and described in the Comprehensive Plan and the Strategic Plan.

WHEREAS, the City intends to meet and believes that the PCD Plan meets the requirements of a Planned Community Development, as defined in the Minnesota Housing Amended 2018 Housing Tax Credit Procedure Manual for the reasons set forth on the Lovell Building Site – Planned Community Development Summary (the “PCD Summary”), attached hereto and incorporated herein as Exhibit B.

WHEREAS, the undersigned believe that it is in the best interests of the City and the citizens of the City for the undersigned to adopt the PCD Plan and support the planning, financing, construction and operation of the Development.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lexington, Minnesota that the PCD Plan is hereby adopted, accepted and ratified to address the needs of the City and revitalize the community surrounding the Development.

[the remainder of the page left intentionally blank]

Adopted by the City Council of the City of Lexington, Minnesota this ____ day of _____, 2018.

Mark Kurth, Mayor

ATTEST:

Bill Petracek, City Administrator

Exhibit A
(PCD Plan – Attached)

Exhibit B
(PCD Summary – Attached)

15100013v2

STATE OF MINNESOTA
COUNTY OF ANOKA
CITY OF LEXINGTON

I, the undersigned, being the duly qualified and acting Administrator-Clerk 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 related to a resolution approving a housing program and granting preliminary approval to the Lexington Apartments Project.

WITNESS my hand this ____ day of _____, 2018.

City Administrator

LEXINGTON *Minnesota*

VIA APPLICATION SUBMISSION

March 7, 2018

Mary Tingerthal
Commissioner
Minnesota Housing Finance Agency
400 Sibley Street, Suite 300
Saint Paul, MN 55101-1998

Re: Planned Community Development Plan for the Lovell Building Site, Lexington, MN

Dear Commissioner Tingerthal:

The City of Lexington has identified the property located at the intersection of Lovell Road and Lexington Avenue in Lexington, Minnesota as an area ready for redevelopment. Because of the redevelopment potential of the site, the City of Lexington has developed a "Planned Community Development Plan" for the area.

The City has partnered with Lexington Leased Housing Associates I, LLLP, an affiliate of Dominion Development & Acquisition, to oversee this redevelopment effort. It is my understanding that Dominion is submitting an application for the issuance of 4% low income housing tax credits to the Minnesota Housing Finance Agency, of which you serve as Commissioner. Dominion has asked the City to prepare and submit a copy of the Planned Community Development Plan as part of their application. I am pleased to enclose a copy of the plan with this letter.

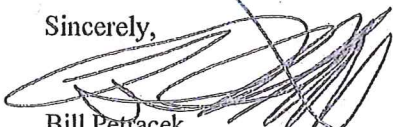
We have worked diligently to create the Planned Community Development Plan that is in line with our core objectives as a city, including:

- Providing housing for a range of ages and incomes
- Providing high quality and affordable housing for a community that desperately needs it
- Pursuing the development of new housing to accommodate a range of housing needs
- Providing for a mix of residential land uses to provide life cycle housing for residents
- Supporting growth consistent with the Metropolitan Council's regional growth strategy.

We are actively working to implement the specific steps identified in this Planned Community Development Plan in order to help make the City of Lexington a vibrant, livable and equitable community for many years to come!

If you have any questions regarding the Planned Community Development Plan, please don't hesitate to contact me at 763-784-2792 or bill.petracek@cityoflexingtonmn.org

Sincerely,



Bill Petracek
City Administrator

City of Lexington
9180 Lexington Avenue, Lexington, MN 55014-3531
P) 763-784-2792 F) 763-785-8951
www.ci.lexington.mn.us

Planned Community Development Plan for Lovell Building Site

LEXINGTON
Minnesota



City of Lexington

9180 Lexington Avenue, Lexington, MN 55014-3531

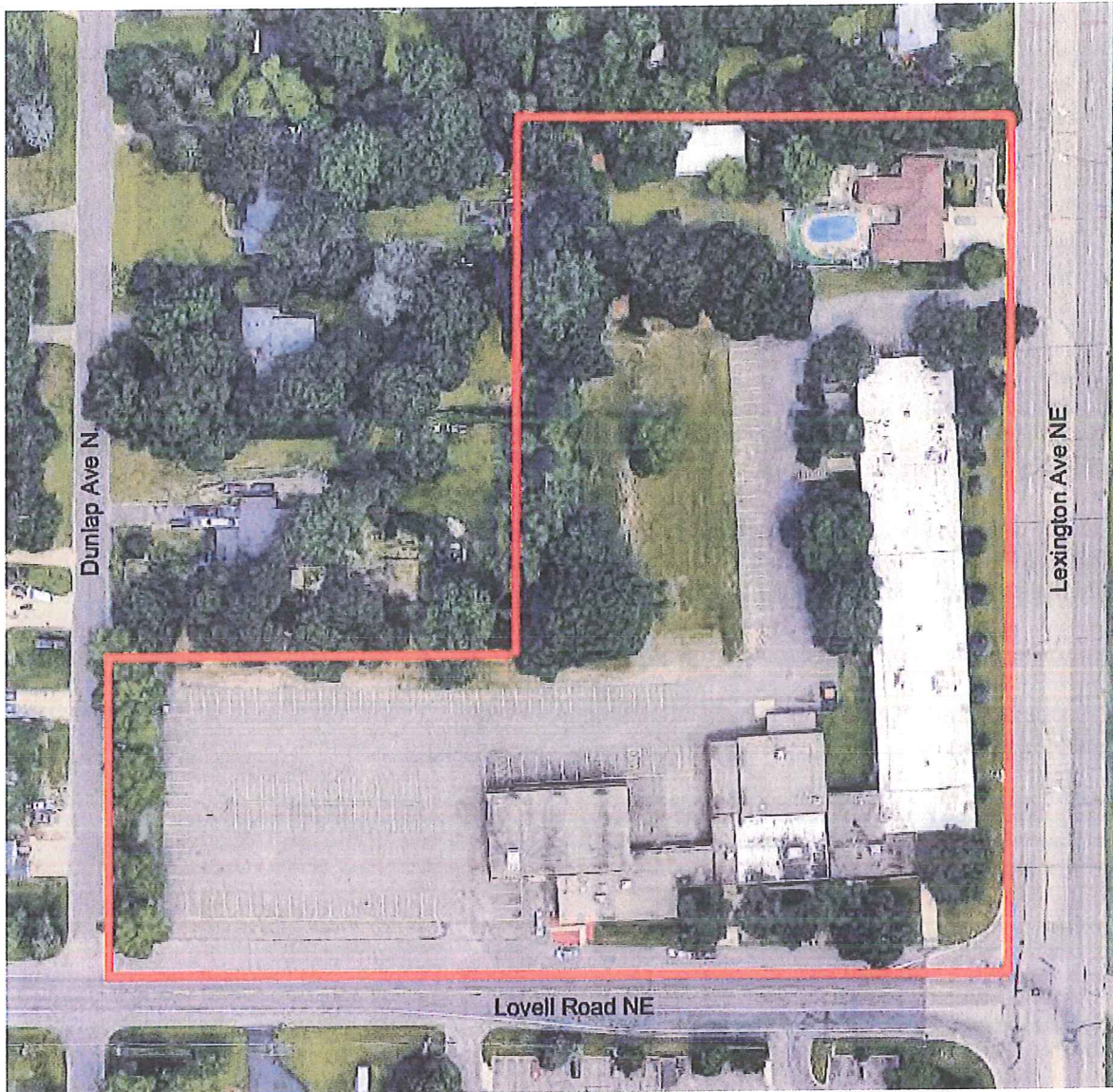
P) 763-784-2792 F) 763-785-8951

www.ci.lexington.mn.us

Area of Community Development Plan

This Planned Community Development serves to accomplish a longtime goal of revitalizing a key intersection within the city of Lexington (the "Plan"). The Plan seeks to redevelop the parcels located at 4175 Lovell Road NE, containing a commercial building and parking lot, and a single-family home just to the north with driveway access off Lexington Ave NE.

The aerial picture below outlines the site area in red:



This site is currently a single-story building originally constructed in 1960; this building served as Lexington City hall until 2006, but now serves as a mixed-use retail and office building, occupied by a diverse set of tenants and owned by the City of Lexington. The building is blighted and in desperate need of repair. The most needed repair is a replacement roof, which when combined with the other necessary repairs, makes the renovation of the existing structure financially infeasible. The building's use as a commercial space is no longer the best and highest use for the space as well. A multifamily, affordable

housing development would act to create the surrounding area a more vibrant, livable and equitable community – a long term goal of the city.

Plan of Redevelopment

The redevelopment plan for this area is to build a multifamily affordable housing development. The proposed project would include quality in unit amenities, including:

- 9' Ceilings
- 7' Doors
- Washers/Dryers
- Granite Countertops
- Refrigerators
- Dishwashers
- Oven/Range
- Microwaves
- A/C
- Walk-In Closets
- Patios/Balconies
- Large Windows

The project will also have many community amenities, including:

- Underground Parking
- Community Room
- Craft/Social Room
- Fitness Center
- Outdoor Patio/Plaza
- Secured Access
- Storage Lockers
- Theater

The project will have an attractive exterior that compliments the surrounding neighborhood. The development group will be required to host neighborhood meetings with the intention that neighbors can provide input and express their concerns. This will help the development team to provide the city with a product that is tailored to the neighborhood, and accepted by the community.

The city of Lexington has committed to making substantial financial investments to ensure that this plan comes to fruition including, but not limited to, offering the property at a value that is below market, reducing city fees, and providing TIF assistance.

Objective of the Community Development Plan

This area is identified as an area in need of community development with the hope of achieving the following three goals:

1. Redevelop a site that is no longer the highest and best use and is blighted
2. Address the housing needs of the community
3. Increase economic development in the area

Redevelop a site that is no longer the highest and best use and is blighted

While the commercial retail space at the site has served the surrounding area for several years, it is now a blight to the neighborhood and could be used for better purposes. This is due to the following factors:

1. *Functional Obsolescence:* The Lovell building is now almost 60 years old; one of the reasons the building has struggled to attract and retain high quality tenants over the past several years (the building's vacancy rate is nearly 50%). In addition to inadequate building facilities, due to its age, the building also has a poor exterior appearance, deteriorating the aesthetic of the surrounding communities. As a result, the building is receiving below market rent, is a drag on the City's finances and is too costly to repair.

2. *Economic viability of current use:* The Lovell building has been on the market for sale since March 2016, almost 2 years. During this period, the city has been unable to find a buyer willing to purchase the property for its current use, as a freestanding retail building. The lack of willing buyers indicates the site is no longer viable in its current form as a 60 year old freestanding retail building. In addition, the city, as the current owner of the building, is forced to act as landlord to tenants, which is not in the best interest of the city and creates unnecessary burden and drain on city resources.
3. *Infrastructure Improvements:* As part of the proposed redevelopment, significant infrastructure improvements would be required by Anoka County, and would greatly benefit the Lexington community. The developer will be required to work with Anoka County to widen Lexington Ave and Lovell Road, which will improve traffic flow and make the busy intersection less congested and much safer.

Given these factors, the site should be redeveloped as a multitenant housing development as this is now the highest and best use of the site. Multitenant housing fits into the city's long term strategic plan and is ideal for the following reasons:

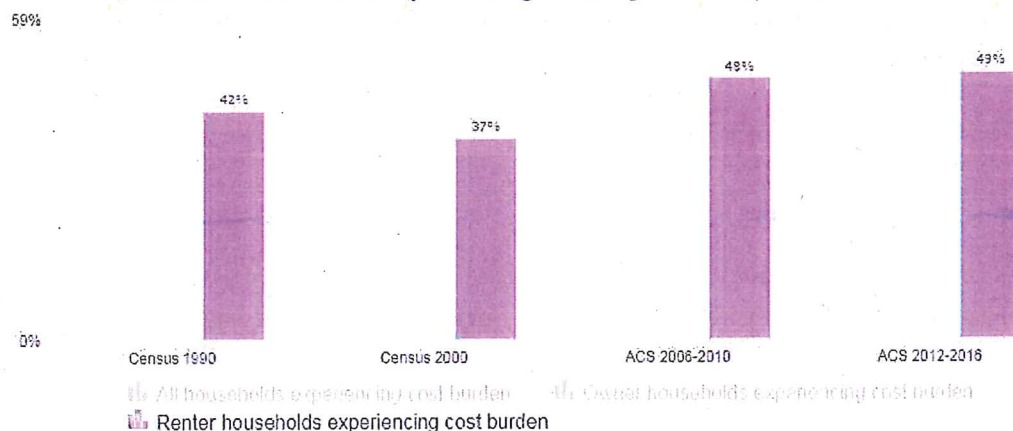
1. This use will serve a significantly higher number of citizens living in Lexington
2. This use will generate a significantly larger tax base to the city of Lexington
3. The development will bolster city funding via the sale proceeds paid to the city
4. The development will serve as efficient and effective use of land, open space, and public facilities
5. The development will fit well within and improve the fabric of the surrounding neighborhood

Address the housing needs of the community

The second objective of the Plan is to address the need for affordable housing in the community. In meeting this goal, the city hopes to address the following two crises facing the community:

1. *The affordable housing crisis in Anoka County:* According to data collected by the Metropolitan Council, 49% of renter households in Anoka County are experiencing "housing cost burden." Housing cost burden occurs when housing costs are 30% or more of a renter's gross income. This burden has become widespread with the influx of high-end rentals, and high prices of single family homes that often cause home-ownership to be inaccessible to so many. High quality affordable housing production is the best way to help close this gap and ensure that people have access to safe housing that they can afford. The following chart shows how housing cost burden has steadily increased in Anoka County since 2000:

Percent of Households Experiencing Housing Cost Burden in Anoka County



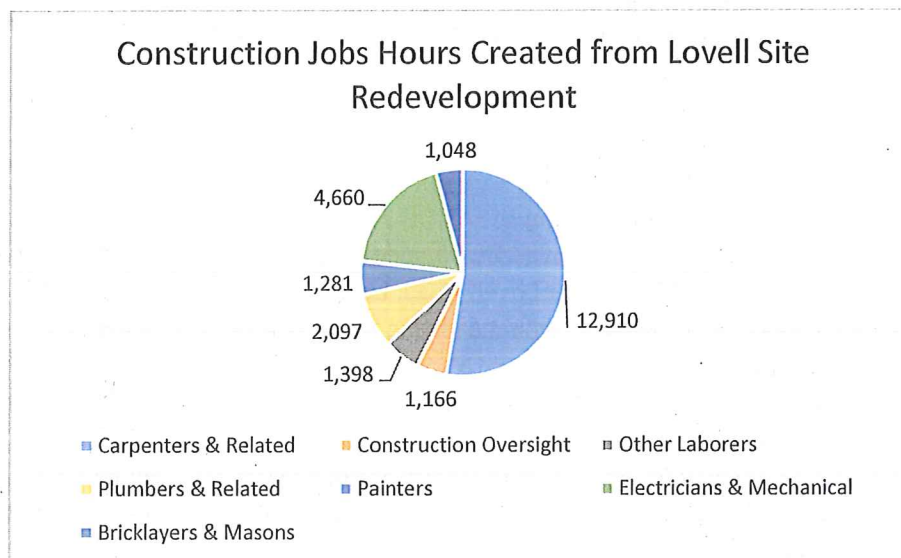
2. *Helps the City of Lexington meet one of its stated housing goals in production of affordable housing:* The very first of the stated housing goals in the City of Lexington's Neighborhood Comprehensive Plan (attached as Exhibit B) is to "Maintain a variety of housing opportunities for all income and age groups." (Neighborhood Comprehensive Plan, Pg. 11). The multifamily housing development proposed by this Community Development Plan does exactly that. Providing affordable housing options for the residents of the City of Lexington is and has always been a priority of the city. The proposed development would give the city the opportunity to have 100% of the units available for people making 60% or less of the Area Median Income. According to the Metropolitan Council, there have been no new affordable rental units added for at least 15 years. Maintaining and improving access to affordable housing is important in keeping the City of Lexington a vibrant, livable, sustainable, and equitable community, and with this Plan, the city has the opportunity to directly address the crisis of affordable housing.
3. *Helps meet the Met Council's 2040 Housing Policy Plan's objective to create housing options that give people in all life stages and economic means viable choices for safe, stable, and affordable homes.* The Met Council's 2040 Housing Policy Plan, attached as Exhibit D, states the following facts:
 1. Affordable housing demand is growing: By 2040, the Twin City region will add 367,000 households and roughly 40% of this population will make less than 80% of the Area Median Income.
 2. Housing Cost Burden: One third of the region's households pay more than 30% of their income on rent and more than 140,000 of these households pay more than half of their income on rent.
 3. Immediate Affordable Housing Need: The council forecasts that between 2020 and 2030, the region will add 37,400 low-moderate income households. By comparison, the region only added 3,000 new affordable units from 2010-2013.

The Met Council issued a letter of support on February 15th, 2018 (attached as Exhibit C), stating that this project is helping not only the Met Council in achieving its 2040 Housing Policy Plan goals, but also helping the City of Lexington achieve its goal of creating new affordable housing opportunities.

Increase economic development in the area

The final objective that this Plan is to increase economic development in the area surrounding the Lovell building site, as well as the broader Lexington community. The economic benefits of this project include:

- *Revitalization of local business:* The proposed development at the Lovell building site will bring many new households to the Lexington community, which will generate increased pedestrian and automobile traffic in the area. This increased traffic will stimulate the businesses located near the Lake Drive and Lexington Avenue intersection. Some of these businesses include Bistro La Roux, Carbone's Pizza, Circle Pines Motor Vehicles, Station 57, Cowboy's Saloon, and Frattallone's Hardware.
- *Creation of jobs in the community:* In addition to revitalizing local business in the area, the proposed development will result in many jobs being created in the community. It is estimated that the project identified in this Community Development Plan will result in 24,560 hours of construction job work across a variety of trades. A pie chart detailing the types of construction jobs created by the project can be seen below:



In addition to the construction jobs generated by the development, it is estimated that the project will create five permanent jobs related to the ownership, operation and maintenance of the property.

- *City income generated by the project:* A final economic benefit of this Plan is that the sale of the building will generate income for the City of Lexington. This income will be made up of the

\$200,000 purchase price of the site, payment of permit and site development fees, TIF administrative fees, and a significant increase in real estate tax revenue paid to the city.

Implementation of the Community Development Plan

The City of Lexington is committed to implementing the Plan, and has already taken significant steps to make the vision of this Plan come to fruition. Below is a brief chronology of the efforts that have been undertaken thus far:

- **12/18/2008:** Adopt City of Lexington Comprehensive Plan (Exhibit A)
 - Sets a policy for the City of Lexington to “Develop a long-term strategic plan for the use of the Lovell Road property (Lovell Building), based upon priorities of the community.
 - This policy was set forth in 2006, when the City of Lexington moved their designated City Hall to a different location.
- **10/01/2015:** City of Lexington strategic plan (attached as exhibit D) sets multiple goals relating to the redevelopment of the Lovell site:
 - Goal #3: Market and sell the Lovell Property
 - City has hired a broker to market Lovell building to potential developers
 - City has set a goal of vacating existing building tenants by preventing the signing of lease renewals or new lease agreements in the building.
 - City has set a goal to offer development incentives including:
 - Tax abatement
 - TIF Financing
 - HRA funding
 - CDBG funding
 - DEED funding
 - Goal # 10: Work with the Lovell Building developer and Anoka county to improve pedestrian/car traffic flows at Lovell Road, Lexington Avenue, and Lake Drive
- **01/07/2016:** City council approves recommendation for early lease termination at Lovell Building (Exhibit E)
 - Lease termination will apply to the tenants 550 associates and Resolution engineering
 - Memo (attached as Exhibit F)
- **01/05/2017:** City Council passes motion to modify existing leases at Lovell building
 - Motion was passed to modify Lovell building lease with Centennial Lakes Little League to a month-to-month lease
 - Proposal - little league (attached as exhibit G)
- **06/15/2017:** City Council passes motion to approve letter of intent with Dominion Acquisition, LLC (Exhibit H)
- **07/06/2017:** City Council passes motion to use proceeds from sale of Lovell building in city budget
 - The proceeds from the sale will be used to pay the debt service on bonds issued to fund street improvements in the City of Lexington
- **08/03/2017:** City hall recommends approval of Purchase Agreement with Dominion Acquisitions, LLC for the sale of the Lovell Building (Exhibit I)

- *11/16/2017*: City Council passes resolution calling for public hearing for issuance of multifamily housing revenue bonds. (Exhibit J)
- *12/07/2017*: City Council passes resolution calling for public hearing for review of TIF plan for Planned Community Development site. (Exhibit K)
- *12/21/2017*: City Council passes 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 (Exhibit L)
- *01/09/2018*: Planning Commission review of proposed TIF plan (Exhibit M)
- *02/01/2018*: Public hearing for approval of new TIF district encompassing Lovell building site (Exhibit N)
 - Resolution adopted for creating of Tax Increment District (Exhibit O)
 - Resolution authorizing an Interfund Loan for advance of certain Costs.(Exhibit P)
- *03/01/2018*: Public hearing for the approval of a housing finance program to finance a multifamily housing project and giving preliminary approval to the project and the issuance of revenue bonds pursuant to Minnesota Law
 - Resolution adopted (Exhibit Q)
- *03/15/2018*: Resolution adopted for approval of Lovell Building Site Planned Community Development Plan (Exhibit R)

While significant progress has been made towards redevelopment of the Lovell building site, there are still several additional steps that must be completed before the goals of this Community Development Plan are realized. A chronology of these additional necessary steps has been provided below:

- *Q2 2018*: Public hearing for rezone of site from B-1 (limited business) M-1 (Central business)
 - *Contemporaneous with rezoning a PUD will be established for the Planned Community Development*
- *Q2 2018*: Submission of plans to City for review and approval
- *Q2 2018*: Approval of proposed plans
- *Q2 2018*: Finalize development agreement
- *Q3 2018*: Issuance of building permit
- *Q3 2018*: Sale of Lovell building site and beginning of construction for Planned Community Development multitenant development
- *Q4 2019*: Completion of construction and certificate of occupancy granted for Planned Community Development.

Memorandum

TO: Mayor & Council

FROM: Kurt Glaser, City Attorney

DATE: March 9, 2018

RE: Ephesians Revised Development Agreement

Attached, is a Revised version of the City's Development Agreement for the Ephesian's Project. This version of the Agreement is almost identical to the version the Council approved in December. This Revised version allows them to continue construction. The major change to the Agreement is the spreadsheet in Exhibit E which details the cost of improvements that will be kept in escrow with the City. This spreadsheet was not fully completed at the time Council Packet was put together. You will receive an updated version at the time of the Council Meeting.

DEVELOPMENT/SUBDIVISION AGREEMENT
Revised Effective March __, 2018
(Developer Installed Improvements)

The Ephesians

THIS DEVELOPMENT/SUBDIVISION AGREEMENT (“Agreement”) dated March __, 2018, by and between the **CITY OF LEXINGTON**, a Minnesota municipal corporation (“City”); and **89 LEXINGTON LAKES, LLC**, a Minnesota limited liability company, (the “Developer”), is a revised Agreement and supersedes any previous Development / Subdivision Agreement between the Parties.

1. REQUEST FOR PLAT AND DEVELOPMENT APPROVAL. The Developer has asked the City to approve a final plat for THE 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 intends 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.

3. RIGHT TO PROCEED. Within the Final Plat or Land to be platted, the 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 are:

- Plan B – The Ephesians Preliminary & Final Plat, dated _____ 2017 prepared by Rehder & Associates, Inc.²
- 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)
- 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 are detailed in Exhibit E.

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

² The Final Plat shall be adopted by a Supplemental Development Agreement prior to Stage 2 construction.

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
--	-------------

TOTAL COSTS	\$65,000.00
--------------------	--------------------

OTHER COSTS:

Additional security (25%)	<u>\$16,205.00</u>
---------------------------	--------------------

TOTAL STAGE I, PROJECT SECURITIES	\$81,250.00
--	--------------------

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

Sub-Total Estimated Cost	\$65,000.00
--------------------------	-------------

TOTAL COSTS	\$65,000
--------------------	-----------------

OTHER COSTS:

Additional security (25%)	<u>\$16,205.00</u>
---------------------------	--------------------

TOTAL STAGE I 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. Park Dedication. 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. Record Construction Drawings. 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. Electronic Format. 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. Fixture Installation. 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. Street Plowing & Cleaning. 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. Site Access for Grading and Construction. 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. Assumption Of The Risk. 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 a 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.

23. DEVELOPER'S DEFAULT. In the event of default by the Developer as to any 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

AND _____
Bill Patracek, City Administrator

STATE OF MINNESOTA)
 (ss.
COUNTY OF ANOKA)

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

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)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Tim C. Harmsen, President, of 89 Lexington Lakes, LLC, a Minnesota Limited Liability Company, on behalf of the LLC.

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: _____
Its: _____

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, the _____ of CPEC EXCHANGE 41698, LLC, a Minnesota limited liability company, on behalf of the company.

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)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Tim C. Harmsen, the President of 89 LEXINGTON LAKES, LLC, a Minnesota limited liability company, on behalf of the company.

NOTARY PUBLIC

MORTGAGEE CONSENT TO SUBDIVISION AGREEMENT
The Ephesians

BELL BANK, a _____, which holds mortgage(s) on the subject property, the development of which is governed by the foregoing Development/Subdivision Agreement, agrees that the Agreement shall remain in full force and effect even if it forecloses on its mortgage(s).

Dated this _____ day of _____, 2017.

MORTGAGEE

BELL BANK

By: _____

Its: _____

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, the _____ of Bell Bank, on behalf of _____.

NOTARY PUBLIC

MORTGAGEE CONSENT TO SUBDIVISION AGREEMENT
The Ephesians

ROYAL CREDIT UNION, a _____, which holds mortgage(s) on the subject property, the development of which is governed by the foregoing Development/Subdivision Agreement, agrees that the Agreement shall remain in full force and effect even if it forecloses on its mortgage(s).

Dated this _____ day of _____, 2017.

MORTGAGEE

ROYAL CREDIT UNION

By: _____
Its: _____

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, the _____ of Royal Credit Union, on behalf of _____.

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:

ACCESS EASEMENTS

Grant of Access Easement. Grantor hereby establishes and grants the following nonexclusive perpetual driveway Access Easement to provide unobstructed public vehicular and pedestrian ingress and egress upon and as to each of the Parcels which shall benefit and burden each Parcel respectively, and all such easements, covenants, rights, benefits, obligations and liabilities created in this Agreement shall be deemed covenants and easements running with and binding upon the land as appurtenances to the dominant estates. The estate of the fee and easement created herein shall not be merged by reason of the same person or entity acquiring, owning or holding title to both.

- (i) The common curb cut(s) and driveway as hereafter constructed within the Easement Area for purposes of public ingress, egress, passage and delivery, by vehicles, pedestrians and the Fire Department (the "Driveway").

- (ii) The Driveway shall be kept open and unobstructed at all times, and nothing shall allow any Grantor, or invitee thereof any right to otherwise obstruct access within the Easement Area.
- (iii) The Access Easement shall be for the benefit of, but not restricted solely to, the General Public and the City, except for any part of the Easement Area expressly designated by the Fire Marshall as a "Fire Lane" or other such area designated in a manner according to statute or code for exclusive use by fire or safety personnel..

Said easement exists on the follow parcels, legally described as:

LOT 23 (Easement #1)

A 26 foot easement for access purposes over and across the East thirty-three (E. 33) feet of Lot Twenty-three (23), 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 centerline of said easement is described as follows:

Commencing at the northwest corner of said Lot 23; thence South 0 degrees 00 minutes 05 seconds West, along the west line of said Lot 23, a distance of 121.14 feet to the beginning of the centerline to be described; thence on a bearing of East a distance of 221.74 feet; thence North 80 degrees 00 minutes 00 seconds East a distance of 77.38 feet; thence on a bearing of North a distance of 20.06 feet to a point hereinafter referred to as Point "A"; thence continuing on a bearing of North a distance of 86.93 feet to the north line of Lot 38, said Lexington Park 2nd Addition and there said centerline terminates.

Together with an easement for access purposes having a radius of 35.00 feet over and across that part of said East 33 feet of Lot 23, the radius point of said 35.00 foot radius is described as follows:

Commencing at the aforementioned Point "A"; thence on a bearing of East a distance of 5.60 feet to said radius point.

LOT 23 (Easement #2)

A 26 foot easement for access purposes over and across Lot Twenty-three (23), except the East thirty-three (E. 33) 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, the centerline of said easement is described as follows:

Commencing at the northwest corner of said Lot 23; thence South 0 degrees 00 minutes 05 seconds West, along the west line of said Lot 23, a distance of 121.14 feet to the beginning of the centerline to be described; thence on a bearing of East a distance of 221.74 feet; thence North 80 degrees 00 minutes 00 seconds East a distance of 77.38 feet and there said centerline terminates.

LOT 24

A 26 foot easement for access purposes over and across 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, the centerline of said easement is described as follows:

Commencing at the northwest corner of Lot 23, said Lexington Park 2nd Addition; thence South 0 degrees 00 minutes 05 seconds West, along the west line of said Lot 23, a distance of 121.14 feet to the beginning of the centerline to be described; thence on a bearing of East a distance of 221.74 feet; thence North 80 degrees 00 minutes 00 seconds East a distance of 77.38 feet and there said centerline terminates.

LOT 37

A 26 foot easement for access purposes over and across 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 centerline of said easement is described as follows:

Commencing at the northwest corner of Lot 23, said Lexington Park 2nd Addition; thence South 0 degrees 00 minutes 05 seconds West, along the west line of said Lot 23, a distance of 121.14 feet to the beginning of the centerline to be described; thence on a bearing of East a distance of 221.74 feet; thence North 80 degrees 00 minutes 00 seconds East a distance of 77.38 feet; thence on a bearing of North a distance of 20.06 feet to a point hereinafter referred to as Point "A"; thence continuing on a bearing of North a distance of 86.93 feet to the north line of said Lot 38 and there said centerline terminates.

Together with an easement for access purposes having a radius of 35.00 feet over and across that part of said West 150 feet of Lot 38, the radius point of said 35.00 foot radius is described as follows:

Commencing at the aforementioned Point "A"; thence on a bearing of East a distance of 5.60 feet to said radius point.

PUBLIC UTILITY, DRAINAGE AND MAINTENANCE EASEMENTS

Grant of Public Utility, Drainage and Maintenance Easement. Grantor hereby creates, establishes, declares, conveys, grants, and warrants unto the Grantee and its successors and assigns, a non-exclusive easement, license, right, and privilege for the installation, construction, repair, patrol, replacement, operation and maintenance of water, sewer, drainage, electric, gas and communication equipment, lines, pipes or facilities as owned, leased, franchised, or operated by the City or other such public utility authorized by the City including, but not limited to, the rights to, from time to time, grade, excavate or shape the ground, construct, operate, maintain, renew and rebuild overhead and underground distribution and communication lines, above ground and below ground pipes, together with necessary or convenient towers, frames, poles, transformers, wires, manholes, conduits, fixtures, appliances, protective wires and devices in connection therewith and related appurtenances and facilities (all being hereinafter referred to as the "Facilities") through, over, and upon the Easement Area, as hereinafter defined, and for the purpose of ingress and egress to and from the Facilities, together with the right of Grantee to grant, or permit the exercise of, the same rights, either in whole or in part, to others, and said rights are granted to Grantee together with all rights, privileges and easements necessary or convenient for the full enjoyment and use of the Easement Area for the purposes above described, including the right of ingress and egress to and from the Easement Area over lands of the Grantor and the right to cut away and keep clear, remove and dispose of all trees, roots and undergrowth and to remove and dispose of all obstructions now on said property or that may be placed upon said property by the Grantor or any other person. Grantee shall have the right to cut, remove and dispose of dead, diseased, weak or leaning trees (hereinafter referred to as "danger trees") on lands of the Grantor adjacent to the Easement Area which may now or hereafter clog, strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities, provided that on future cutting of such danger trees, timber so cut shall remain the property of the Grantor. Grantor shall notify Grantee of any party with whom Grantor contracts and who owns as a result thereof any danger trees to be cut as set forth above. Grantee shall also have the right to install, maintain and use anchors or guy wires on lands of the Grantor adjacent to the Easement Area and the right, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the surface of the Easement Area.

Grantor further agrees that no structure or obstruction will be erected or permitted or any trees planted on or within said Easement Area, that Grantor will not change the ground elevation thereof or interfere with the flow or storage of storm water on or across the Easement Area without the written consent of Grantee, or perform any act which will interfere with or endanger said Facilities.

Said easement exists on the follow parcels, legally described as:

LOT 23 (Easement #1)

The South 20 feet of the North 96.75 feet of the East 33 feet of Lot 23,
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 together

with the North 76.75 feet of the East 20 feet of said Lot 23 and together with the North 10 feet of the East 33 feet of said Lot 23.

LOT 23 (Easement #2)

The West 10 feet of Lot 23, 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 together with the North 10 feet lying west of the East 33 feet of said Lot 23 and together with the South 20 feet of the North 96.75 feet of the West 7 feet of the East 40 feet of said Lot 23.

LOT 24

The South 10 feet and the West 10 feet of Lot 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.

LOT 37

The South 10 feet of Lot Thirty-seven (37) EXCEPT the East 131 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.

Together with that part of Lot Thirty-seven (37) EXCEPT the East 131 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, which lies easterly of the following described line:

Beginning at a point on the north line of said Lot 37 distant 10 feet west of the southeast corner of the West 150 feet of Lot 38, said Lexington Park 2nd Addition; thence southerly to a point on the south line of said Lot 37 distant 134.00 feet east of the southwest corner thereof and there said line terminates.

LOT 38

Beginning at the northeast corner of the West 150 feet of Lot 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; thence South 0 degrees 00 minutes 25 seconds West, along the east line of said West 150 feet, a distance of 92.01 feet; thence North 89 degrees 59 minutes 35 seconds West a distance of 49.42 feet; thence North 64 degrees 54 minutes 06 seconds West a distance of 17.55 feet; thence North 79 degrees 08 minutes 19 seconds West a distance of 30.78 feet; thence North 36 degrees 12 minutes 26 seconds West a distance of 25.18 feet; thence North 52 degrees 58 minutes 36 seconds West a distance of 18.36 feet; thence North 1 degree 55 minutes 59 seconds West a distance of 21.77 feet; thence North 89 degrees 59 minutes 35 seconds West a

distance of 24.18 feet to the west line of said Lot 38; thence North 0 degrees 00 minutes 25 seconds East, along said west line, a distance of 25.99 feet to the northwest corner of said Lot 38; thence South 89 degrees 51 minutes 45 seconds East, along said north line, a distance of 150.00 feet to the point of beginning.

Together with the East 10 feet of the West 150 feet of Lot 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.

[REMAINDER OF PAGE LEFT BLANK]

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 Sir or Madam:

We hereby issue, for the account of 89 Lexington Lakes, LLC and in your favor, our Irrevocable Letter of Credit in the amount of **\$81,250.00** available to you by your draft drawn on sight on the undersigned bank.

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2017, of (Name of Bank) ";
- b) Be signed by the Mayor or City Administrator of the City of Lexington.
- c) Be presented for payment at (Address of Bank) **1, on or before 4:00 p.m. on November 30, 2018.

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

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

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

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

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

BY: _____
Its _____

**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 Sir or Madam:

We hereby issue, for the account of 89 Lexington Lakes, LLC and in your favor, our Irrevocable Letter of Credit in the amount of \$_____ available to you by your draft drawn on sight on the undersigned bank.

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 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_____.

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

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

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

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

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

BY: _____
Its _____

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

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

PROJECT:

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

INSURED:

ADDITIONAL INSURED: City of Lexington

AGENT:

WORKERS' COMPENSATION:

Policy No. _____

Effective Date: _____

Expiration Date: _____

Insurance Company:

COVERAGE - Workers' Compensation, Statutory.

GENERAL LIABILITY:

Policy No. _____

Effective Date: _____

Expiration Date: _____

Insurance Company:

☐ Claims Made

☐ Occurrence

LIMITS: [Minimum]

Bodily Injury and Death:

\$500,000 for one person

\$1,000,000 for each occurrence

Property Damage:

\$200,000 for each occurrence

-OR-

Combination Single Limit Policy

\$1,000,000 or more

COVERAGE PROVIDED:

Operations of Contractor: YES

Operations of Sub-Contractor (Contingent): YES

Does Personal Injury Include Claims Related to Employment? YES

Completed Operations/Products: YES

Contractual Liability (Broad Form): YES

Governmental Immunity is Waived: YES

Property Damage Liability Includes:

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

AUTOMOBILE LIABILITY:

Policy No. _____

Effective Date: _____

Expiration Date: _____

Insurance Company:

(X) Any Auto

LIMITS: [Minimum]

Bodily Injury:

\$500,000 each person

\$1,000,000 each occurrence

Property Damage:

\$500,000 each occurrence

-OR-

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

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

If so, list:

Amount: \$ _____

[Not to exceed \$1,000]

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

Dated at _____

On _____

BY: _____

Authorized Insurance Representative

EXHIBIT "D" TO SUBDIVISION AGREEMENT
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 ##]

EXHIBIT E

Ephesians Security and Fees (version3/9/2018)Fee or
Escrow?

1. Cost of development, description:

Site	Construct Pond / Storm Sewer	25000	Escrow
	Site Grading	10000	Escrow
	Fill-In Foundation		65,000 Escrow
Fire / Safety (Existing Bldg.)	Stand pipes		Escrow
	Laterals and sprinkler heads		Escrow
	Knox Box		
	Valves & Misc.		??
Public infrastructure	Water / Sewer connections to public system / curb stop	35000	??
	Curb / Gutter / Aprons to city streets	20000	??
	Street openings off property	20000	??
Signage / Marking	Parking lot and fire lane striping		Escrow
	Parking, fire lane, stop signage, etc. (on private property)	na	Escrow
	Parking, fire lane, stop signage, etc. (on public property)	250	Escrow
	Temp Signage and barricades ## @\$250.00 each	250	Escrow
	Parking lot lighting		Escrow
Landscaping	Bushes (per plan)		Escrow
	Shade trees (balled and burlapped) 2 per	400	Escrow
	Final Grade / Sod	6000	Escrow
	Grading and sodding of outlots and boulevards _____syd.x\$04.50	4.5	Escrow
Housekeeping	Lot access - gravel & silt fencing 24 Lots @ \$700.00 each	700	Escrow
	Street sweeping 10 each @ \$250.00 each	250	Escrow
Finishing Up	Televise Sanitary Sewer	500	Fee
	Flushing of storm sewers, once per year until 1 x \$1000	1000	Fee
	Surveying, staking, setting of iron monuments		Fee
<u>Sub-Total Estimated Cost</u>			
TOTAL COSTS		\$ 119,354.50	
Additional Security		25%	
[Less Security Paid to Date]			(\$81,250.00)
Total Project Security		\$ 38,104.50	

2. Project Fees

Reported Value of Project	12,500,000.00	
Building Permit Fee	64,841.49	
Plan Review Fee	42,146.97	
State Surcharge	1,875.00	
Sub-Total		108,863.46
Metro SAC 89 units @ \$2485	221,165.00	
Water Con 89 units @ \$100	8,900.00	
Water Met 1 @\$2500	2,500.00	
Sub-Total		232,565.00
Mechanical Permit TBD	Total Due at Permit	?
Plumbing Permit TBD	Total Due at Permit	?
Fire Suppression Permit TBD	Total Due at Permit	?
Electrical Permit TBD	Total Due at Permit	?
TOTAL FEES PERMIT FEES		341,428.46

2. Up Front Costs

Park Dedication fees	52,216.00 Paid?
Map updating	
Street lights?	