

**AGENDA
CITY OF LEXINGTON
REGULAR COUNCIL MEETING
JUNE 4, 2026 – 7:00 P.M.
9180 LEXINGTON AVENUE**

1. PLEDGE OF ALLEGIANCE

2. CALL TO ORDER: – Mayor Murphy

- A. Roll Call - Council Members: DeVries, Mahr, Winge and Hunt

3. 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.

4. APPROVAL OF AGENDA WITH CHANGES AND CORRECTIONS

5. INFORMATIONAL REPORTS:

- A. Airport (Councilmember Devries)
B. Cable Commission (Councilmember Mahr) *Quarterly meetings*
C. City Administrator (Bill Petracek)

6. LETTERS AND COMMUNICATIONS:

- A. Council Workshop Meeting Synopsis – May 21, 2026

pp.1

Consent Agenda:

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

7. CONSENT ITEMS:

- A. Recommendation to Approve Council Minutes:
Council Meeting – May 21, 2026

pp.2-4

- B. Recommendation to Approve Claims and Bills:

pp.5-12

Check #'s 54142 through 54187
Check #'s 16171 through 16176

Action Items:

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

8. ACTION ITEMS:

- A. Recommendation to Approve a Fire and Rescue Services Agreement with Spring Lake Park – Blaine – Moundsview (SBM) Fire Department **pp.13-18**

9. MAYOR AND COUNCIL INPUT

10. ADJOURNMENT

/mv

**CITY OF LEXINGTON
WORKSHOP SYNOPSIS
Thursday, May 21, 2026
Immediately following Council meeting
City Hall**

1. **Call to Order:** Mayor Murphy
2. **Roll Call:** DeVries, Mahr, Winge and Hunt

*Mayor Murphy called to order the Council workshop for May 21, 2026 at 7:38 p.m.
Councilmember's present: Devries, Hunt, Mahr, and Winge. Also Present: Bill Petracek, City Administrator; Kurt Glaser, City Attorney; Chris Galiov, Finance Director; Jim Mork, Police Chief; Brian Goetzke, Police Sergeant; Dan Retka, SBM Fire Chief; Matt Montaine, SBM Deputy Fire Chief; Quad Press; Centennial High School Students, other members of the public.*

3. Discussion Items:

- A. Discuss a proposal for emergency services from SBM Fire Department.

Dan Retka, SBM Fire Chief; and Matt Montaine, SBM Deputy Fire Chief provided a power point presentation discussing the services that SBM Fire Department can provide the City of Lexington.

Bill Petracek, City Administrator, provided a power point presentation with an overview of the expenses surrounding Lexington Fire Department.

Discussion ensued.

4. Staff Input

No staff input.

5. Council Input

No Council input.

6. Adjourn

Councilmember Mahr made a motion to adjourn the meeting at 10:08 p.m. Councilmember Devries seconded the motion. Motion carried 5-0.

**MINUTES
CITY OF LEXINGTON
REGULAR COUNCIL MEETING
MAY 21, 2026– 7:00 P.M.
9180 LEXINGTON AVENUE**

1. PLEDGE OF ALLEGIANCE

2. CALL TO ORDER: – Mayor Murphy

A. Roll Call - Council Members: DeVries, Mahr, Winge and Hunt

Mayor Murphy called to order the Regular Council meeting for May 21, 2026 at 7:00 p.m. Councilmember's present: Devries, Hunt, Mahr, and Winge. Also Present: Bill Petracek, City Administrator; Kurt Glaser, City Attorney; Chris Galiov, Finance Director; Jim Mork, Police Chief; Brian Goetzke, Police Sergeant; Steve Winter, City Engineer; Keith Dahl, Ehler's & Associates, Dan Retka, SBM Fire Chief; Matt Montaine, SBM Deputy Fire Chief; Quad Press; Centennial High School Students, other members of the public.

Mayor Murphy made a motion to limit the discussion in Citizens Forum to 3- minutes per person. Councilmember Devries seconded the motion. Motion carried 5-0.

3. CITIZENS FORUM

*Julie Morris
Shoreview, MN*

Lexington Fire Auxilliary is frustrated with the administration. She stated that the administrator has manipulated the information and the Lexington Fire Chief facts have been distorted. She explained the many things that the Lexington Fire Department do that is good for the community– food collection for food shelf, etc. She added that business has been conducted behind closed doors and hopes SBM Fire Department does a good job going forward.

*Diane Harris
Centerwood Rd.
Lexington, MN.*

Harris asked if an interim fire chief was even considered. The city administrator hasn't convinced me of the need to shut down the fire department.

*Maria Nelson
Resident of Shoreview*

Nelson asked what the City receives for the \$700,000 capital buy-in and \$345,000 annual expense for SBM Fire Department services. Discussion ensued.

4. APPROVAL OF AGENDA WITH CHANGES AND CORRECTIONS

Councilmember Mahr made a motion to approve the agenda without changes or corrections. Councilmember Devries seconded the motion. Motion carried 5-0.

5. LETTERS AND COMMUNICATIONS:

- A. Planning & Zoning Minutes – May 12, 2026

No discussion on Letters and Communications.

6. CONSENT ITEMS:

- A. Recommendation to Approve Council Minutes:
Board of Review & Council Meeting Minutes – May 7, 2026
- B. Recommendation to Approve Claims and Bills:
Check #'s 54091 through 54139
Check #'s 16150 through 16167
- C. Financial Reports
- Cash Balances
 - Fund Summary – Budget to Actual

Councilmember Mahr made a motion to approve the consent agenda. Councilmember Devries seconded the motion. Motion carried 5-0.

7. ACTION ITEMS:

- A. Planning and Zoning Recommendation to Approve the Appointment of Daniel Johnson to Fill the Vacant Position on the Planning Commission.

Councilmember Devries made a motion to Approve the Appointment of Daniel Johnson to Fill the Vacant Position on the Planning Commission. Councilmember Winge seconded the motion. Motion carried 5-0.

- B. Recommendation to Approve an Escrow Agreement for Cell Tower Lease Renegotiations with American Tower Corporation.

Councilmember Mahr made a motion to Approve an Escrow Agreement for Cell Tower Lease Renegotiations with American Tower Corporation. Councilmember Devries seconded the motion. Motion carried 5-0.

- C. Recommendation to Approve a Joint Powers Agreement (JPA) by and Between the City of Lexington and the City of Blaine Relating to the Connection of Water Utility Systems.

Keith Dahl, Ehler's and Associates, provided the final utility rate study that was calculated for the negotiated joint powers agreement with the City of Blaine to purchase filtered water.

Dahl explained that the best way to determine appropriate utility rates to charge your users to purchase filtered water from the City of Blaine is to conduct a utility rate study. Dahl provided an explanation of the rates that were determined by Ehler's and Associates to be charged over the next 7 years that would provide enough revenue to purchase filtered water and maintain a healthy fund balance in the water utility fund. Discussion ensued.

Councilmember Mahr asked if the water usage from the new buildings were calculated into this study. Dahl explained that the study included the City of Lexington's current water usage, which includes all of the new apartments. Discussion ensued.

Councilmember Mahr made a motion to Approve a Joint Powers Agreement (JPA) by and Between the City of Lexington and the City of Blaine Relating to the Connection of Water Utility Systems. Councilmember Devries seconded the motion. Motion carried 5-0.

8. MAYOR AND COUNCIL INPUT

Councilmember Winge stated that Lovell Rd. looks great. Discussion ensued.

Mayor Murphy wished everyone a good Memorial Day weekend.

9. ADMINISTRATOR INPUT

No input from the city administrator.

10. ADJOURNMENT

Devries made a motion to adjourn the meeting at 7:31 p.m. Councilmember Winge seconded the motion. Motion carried 5-0.

Financials available by request

Fire Protection Services Agreement

This agreement is between the parties of the Spring Lake Park Fire Department, Inc., DBA Spring Lake Park – Blaine – Mounds View Fire Department (SBM), an independent corporation; the City of Lexington, a city in the County of Anoka, and the State of Minnesota;

Whereas the parties have agreed that the Lexington Fire Department shall cease operations and will no longer function as an independent governing entity effective June 1, 2026.

Whereas the City of Lexington wishes to ensure uninterrupted, high-quality fire protection services by entering into a contractual agreement with the Spring Lake Park- Blaine- Mounds View Fire Department (SBM).

Now, therefore, the parties enter into this Fire Protection Services Agreement with the intent of providing sustainable, professional fire protection services to the City of Lexington.

In consideration of the mutual promises and agreements hereinafter set forth the parties do hereby agree as follows:

- **Scope of Work**

SBM shall provide the following services to the City of Lexington.

- Structural Fire Protection
- Grass/Forest Firefighting
- General Firefighting
- Rescue
- Emergency medical response at the Basic Life Support (BLS) level
- Hazardous materials response (operations level)
- Fire Prevention education and public outreach
- Fire code enforcement, inspections, and plan review
- Participate in mutual and automatic aid agreements

- **Staffing and Operations**

SBM shall staff, operate, and maintain all apparatus, equipment, and personnel necessary to provide the services outlined in this agreement. Response will be provided from SBM's existing network of fire stations.

- **Capital Contribution Ownership**

- SBM and the City of Lexington agree that the City shall pay SBM \$700,000 as its capital contribution toward the acquisition of capital equipment, personal property, real property, and other related equipment necessary for SBM to provide services pursuant to this Agreement.
- Upon termination or expiration of this Agreement, SBM shall, pursuant to the Termination clause below, promptly return or distribute all such assets to the City.

- **Financial Compensation**

- The City of Lexington agrees to pay an annual service fee to SBM for the services provided under this agreement.
- In 2026, the annual service fee shall be \$345,000, and shall be prorated from April 17, 2026. Thereafter, beginning in 2027 the annual fee shall be \$360,000.00, with annual increases agreed upon in writing prior to each new year beginning January 1.
- Annual cost increases or decreases shall be applied proportionally to the 2027 annual fee (\$360,000) based on the agreed budget percentage finalized each year by the cities of Blaine, Spring Lake Park, and Mounds View. This will be applied consistently and fairly across all jurisdictions served by SBM. Subsequent increases or decreases will be factored from previous years' annual fee.
- Compensation payments shall be made in quarterly installments, due on the 1st day of each calendar quarter and will be subject to a late fee of 1% if not received by the 15th day of the said quarter.

- **Term**

- This agreement between the SBM Fire Department and City of Lexington shall take effect on June 1, 2026, and shall remain valid for a period of ten (10) years, ending on May 31, 2036.
- Unless terminated, this agreement shall automatically renew for additional successive ten (10) year terms under the same terms and

conditions stated herein, unless either party provides written notice of its intent not to renew said contract at least one (1) year prior to the expiration of the current term.

- **Communication and Reporting**

- SBM shall provide monthly updates to the City Administrator of Lexington.
- SBM shall also provide quarterly updates to the City Council, including incident statistics, operational updates, and budget status.
- Additional communication and presentations shall be provided upon request.
- Lexington City Administrator shall have the right to be an ex-officio on the SBM Board and receive updates upon reasonable request.

- **Termination**

- This agreement may be terminated by either party in its sole discretion with a minimum of one (1) year's written notice.
- Both parties agree to work in good faith to ensure a smooth transition of services during the notice period.
- Capital contributions or asset disposition and unresolved financial matters shall be addressed before the effective termination.
- Upon dissolution, termination or withdrawal from this agreement, SBM shall return the City's original capital contribution of \$700,000. Distribution will only occur after all debts of SBM and long-term expenses have been satisfied.

iv.

- **Insurance and Liability**

- SBM shall maintain appropriate insurance coverage, including:
 - General Liability
 - Workers' Compensation
 - Property and vehicle coverage

- **Indemnification & No Waiver**

- SBM agrees to defend and indemnify Lexington against any claims brought or actions filed against Lexington or any officer, employee, or

volunteer thereof for injury to, death of, or damage to the property of any third person or persons, arising from performance by SBM under this contract for services. Under no circumstances, however, shall SBM be required to pay on behalf of itself and Lexington, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for SBM and Lexington may not be added together to determine the maximum amount of liability for SBM. The intent of this subdivision is to impose on SBM a limited duty to defend and indemnify Lexington for claims arising out of the performance of this contract subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

- Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

- **Dispute Resolution**

- Should any dispute arise from this agreement.
- The parties shall first engage in good faith negotiations. If unresolved, the matter shall be referred to a non-binding negotiation or mediation.
- Dispute Process. When any party of this contract feels that there is a dispute arising out of this agreement, they may initiate the dispute resolution process by submitting a written statement outlining the dispute or disagreement. This written statement of dispute shall be forwarded to the City Council and SBM Board at their next regular or special meeting. The City Council and SBM Board will then have a six (6) month period to resolve the dispute as to interpretation or application of the terms of this agreement, the dispute shall be forwarded to the Anoka County Mediation Service or a similarly appropriate mediation service. If the City Council and SBM Board cannot mutually agree, through the mediation process, within 90 days as to the interpretation of application of the specific term in

question, City Council and SBM Board will initiate the submission of the issue to arbitration. Arbitration shall be conducted pursuant to the Minnesota Uniform Arbitration Act, Minnesota Statutes Chapter 572B, or law as revised or amended therefrom.

- **Entire Agreement**

This document constitutes the entire agreement between the parties concerning fire protection services and supersedes all prior negotiations or agreements related to such services. Amendments or modifications must be written and signed by both parties.

- **Modification**

This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this agreement are valid unless reduced to writing, signed by the parties, and attached hereto.

- **Minnesota Law Governs**

This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this contract shall be venued in the State of Minnesota.

- **Severability**

The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this contract.

IN WITNESS WHEREOF, the parties have executed this contract effective on the date indicated above.

Signatures

Spring Lake Park Fire Department, Inc.

Name: _____

Signature: _____

Date: _____

Title: SBM Board President

SBM Fire Department

Name: _____

Signature: _____

Date: _____

Title: SBM Fire Chief

Lexington

Name: _____

Signature: _____

Date: _____

Title: Lexington Mayor

Lexington

Name: _____

Signature: _____

Date: _____

Title: City of Lexington City Administrator