Agenda
Lake City City Council
Regular Meeting March 9, 2026
6:00 PM
City Hall Council Chambers

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1. Pledge of Allegiance/Call to Order/Introductions
2. Review and adopt/amend agenda
3. Public Forum
   a. Public Forum Guidelines
4. Consent Agenda
   a. Review City Council Meeting Minutes February 9, 2026
   b. Review City Council Special Meeting minutes, February 25, 2026.
   c. Review and approve expense claims February 1, 2026- February 28, 2026
   d. Approve request for Consumption & Display permit for the Lake City Yacht Club
   e. Approve Out-of-State Travel for Finance Software Training
   f. Approve request for the American Legion Post 110 to host a raffle May 18, 2026.
   g. Adopt Resolution 26-006 Confirming board and commission appointment – Laurie Weyant, Ambulance Commission
   h. Approve the hire of Nick Dudley as the 2026 O'Neil Pool Manager.
   i. Approve hiring of part time EMTs Shane Plummer and Madeleine Mahn
5. Communication Updates
   a. 2027 Open Book Appeal Wabasha County Dates
6. Informational Reports
   a. Personnel Committee meeting minutes, January 28, 2026.
   b. Utility Board Meeting minutes, January 21st, 2026.
   c. Fire Department Meeting Minutes January 30, 2026.
   d. Fire Department Meeting Minutes February 26, 2026.
   e. Lake City Police Department 2025 Annual Report
7. Future Meeting Dates
   a. March 2026 Calendar
   b. April 2026 Draft Calendar
8. New Business

a. Approve the revised Delinquent Utility Disconnection Policy as presented.

b. Retention Pond Expansion Project – Pond 301 (Coral Drive / Hillwood Drive Area)

c. Approval of Cooperative Agreement – Lake City / Bellechester Lead Service Line Replacement

d. Underwood Park - DNR Outdoor Recreation Grant Program

e. Downtown Lake City Rental Rehabilitation Program - Pilot Program

f. Approve Extension for recording Northern Star Plat by Michael Onstad

g. Approve Budget Adjustment for Planning & Community Development

h. Approve 2026 - 2028 IUOE labor agreement

i. Consideration of allegations or charges against Robert Benson, an individual subject to the City Council's authority. This portion of the meeting will be opened to the public as requested by the individual who is the subject of the meeting.

9. Adjourn

March 9, 2026

Agenda Item Description: Public Forum Guidelines

Originating Department: Clerk

Board/Commission/Committee Action: **Consent Agenda?:** No

Action Requested:
Public Forum Guidelines: The Public Forum provides an opportunity for the public to address the Council. Questions from the Council will be for clarification only. Council members will not enter into a dialogue with citizens. Public Forum will not be used as a time for problem solving or reacting to the comments made, but rather for the purpose of allowing citizens to address the City Council on a topic of their choice. The following procedures will be used at Lake City Council meetings in order to control the flow of the meetings: Those persons wishing to speak must identify themselves for the record and must sign in at the table in the back of the chambers. At the beginning of the Public Forum, it will be determined how many speakers there will be. Public speakers or presenters will be required to use the lectern to speak from. Speakers must speak to the microphone to be heard clearly. Those persons wishing to speak must wait for their turn to speak so as to eliminate many conversations going on at one time. Individuals should limit their comments to three minutes. If the speaker has handouts, the Mayor, or president pro tem in the absence of the Mayor, will decide whether or not the handouts will be allowed to be distributed. All handouts go to the City Clerk for distribution. Public Forum will be limited to 15 minutes, and it may not be used to make personal attacks, to air personality grievances, to make political endorsements or for political campaign purposes. Time at the lectern will be halted immediately if this occurs. Council may by majority vote waive any provision therein.

Introduction/Background/Justification/Key/Legal Issues:

Budgetary/Fiscal Impact:

Reviewed By: Administration

Preparer: Michelle Seydel

ATTACHMENTS:

March 9, 2026

Agenda Item Description: Review City Council Meeting Minutes February 9, 2026

Originating Department: Clerk

Board/Commission/Committee Action: **Consent Agenda?:** Yes

Action Requested:

Introduction/Background/Justification/Key/Legal Issues:
NA

Budgetary/Fiscal Impact:
NA

Reviewed By: Administration

Preparer: Michelle Seydel

ATTACHMENTS:
City Council minutes draft 02.09.26

Lake City Common Council
Regular Meeting February 9, 2026
6:00 PM
City Hall Council Chambers
Meeting Minutes

Members Present:	**Amy Alkire, Faye Brown, Russell Boe, Robert Newsome, Megan Kramer, Cindy McGrath**
Members Absent:	**Mayor Brian Quinn**
Staff Present:	**City Administrator Rob Keehn, City Attorney Sarah Sonsalla, Public Works Director Mitch Rigelman, City Clerk Michelle Seydel, Planning & Community Development Director Kristi Gross**

Pledge of Allegiance/Call to Order/Introductions
Meeting was called to order at 6:00 p.m. with a quorum present.

Review and adopt/amend agenda
Consent item (j.) was moved to New Business item (e.).
Motion by McGrath, second Alkire to approve the agenda as amended. All ayes, 6-0-0. Motion carried.

Public Forum
None

Consent Agenda

a. City Council Meeting Minutes, January 12, 2026
b. City Council Workshop Meeting Minutes, January 12, 2026
c. Review and approve expense claims January 1, 2026- January 31, 2026
d. Approve the First Amendment to the Temporary Access and Storage Easement Agreement with the Prairie Island Indian Community.
e. Approval of 2026 Maintenance Agreement with Wabasha County for CSAH5 and CSAH9
f. Adopt Resolution 26-004 approving 2026 seasonal hires for Public Works, Pool, and Marina.
g. Approve designation of municipal representatives to the Lake City Fire Relief Association Board of Trustees
h. Approval to Sell Surplus Public Works Equipment
i. Approve SafeBuilt contract extension to March 31, 2027.
~~j. Approve the Delinquent Utility Disconnection Policy as presented.~~
k. Approve request for the Lake City Lions Club to host a raffle event on May 1, 2026 at the Lake City VFW.

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l. Adopt Resolution 26-005 Confirming Board and Commission re-appointments for 2026.
m. Approve new 2026 On-Sale, and Sunday liquor licenses for Mixto Grill & Bar LLC, 209 S Lakeshore Drive
n. Approve request for the United Way of Goodhue, Wabasha & Pierce Counties to host a bingo and raffle event March 14, 2026.

Motion by McGrath, second Newsome to approve the consent agenda as amended. All ayes, 6-0-0. Motion carried.

New Business

Approval of Bid Award – North Garden Street Reconstruction Project

The City has completed the plans and specifications for the North Garden Street Reconstruction Project, which includes roadway reconstruction, utility improvements, stormwater infrastructure, and related work necessary to improve long-term infrastructure reliability within the project limits. Following prior Council approval of the plans and authorization to advertise for bids, the project was publicly advertised and competitively bid. Bids were received and opened at City Hall on Thursday, February 5, 2026, at 10:00 AM. A total of eight (8) bids were received and reviewed by City staff and the City Engineer. Based on the bid review and evaluation of bidder responsiveness and responsibility, the City Engineer has recommended awarding the contract to Fitzgerald Excavating as the lowest responsible bidder. Fitzgerald Excavating is a reputable contractor with extensive experience in municipal roadway reconstruction projects. City staff has direct prior experience working with Fitzgerald Excavating on similar projects, and their work has consistently met quality, schedule, and coordination expectations. This positive assessment is shared by the City's engineering consultant, Matthew Mohs, and both staff and the City Engineer are confident in Fitzgerald Excavating's ability to successfully deliver this project in accordance with the approved plans and specifications.

The total construction cost for the North Garden Street Reconstruction Project is $4,177,429.31. Project construction is anticipated to be financed through a future debt issuance consistent with prior Council direction and approved capital planning. The engineer's estimate for the project was $5,103,139.00, and the recommended bid is below the engineer's estimate.

Motion by Kramer, second Alkire to Award the North Garden Street Reconstruction Project contract to Fitzgerald Excavating as the lowest responsible bidder in the amount of $4,177,429.31. All ayes, 6-0-0. Motion carried.

Approve 2025 budget carryovers to 2026 budget

As of December 31, 2025, there were remaining projects that were still in progress. In order to complete these projects, we need to carryover unspent funds from 2025 to the 2026 budget. The attachment lists the requests from Department Managers for ongoing 2026 needs. All of the listed projects/requests were approved within the 2026 budget but unspent as of year-end. The General Fund, N Garden Project Fund, Electric Fund, Water Fund, Sewer Fund, Garbage Fund, Storm Water Fund, Marina Fund, and Building Maintenance Fund all have sufficient 2024 budgetary resources remaining at year-end to support carrying over these project dollars.

Motion by McGrath, second Boe, to approve budget carryovers from the 2025 Budget to the 2026 Budget. All ayes, 6-0-0. Motion carried.

DRAFT

Approve the hire of Abbey Glenna as Planning & Community Development Department Administrative Assistant.

From nine applications received, staff selected five candidates for interviews. Abbey Glenna was ultimately selected for the position due to her administrative assistant experience, strong customer service skills, and ability to effectively multitask. Abbey will be hired at Grade 3, Step 1, $28.27/hour on the 2026 pay schedule and will have a start date of March 2, 2026. This is a 2026 budgeted position.

Motion by Boe, second Kramer, to approve the hire of Abbey Glenna as Planning & Community Development Department Administrative Assistant. All ayes, 6-0-0. Motion carried.

Approve the hire of Sherri McGinnis as Library Aide.

We received 18 applications for the Library Aide position and interviewed 3 candidates. Sherri McGinnis was selected for her customer service skills, friendly demeanor, strong technology skills, knowledge of literature, and she is fluent in Spanish. Sherri will work 7-9 hours per week. Grade 1, Step 1, $21.37 per hour.

Motion by McGrath, second Alkire, to approve the hire of Sherri McGinnis as Library Aide. All ayes, 6-0-0. Motion carried.

Approve the Delinquent Utility Disconnection Policy as presented.

The City of Lake City has historically followed established procedures for disconnecting utility services due to nonpayment; however, those procedures were not previously codified in a formal written policy. At the December 17, 2025 Utility Board meeting, staff presented a draft Delinquent Utility Disconnection Policy for review. The Utility Board requested additional clarification related to the customer billing-to-disconnection timeline and disclosure of applicable late fees. Staff revised the policy accordingly and returned it to the Utility Board at its January 21, 2026 meeting. The revised policy clearly documents existing operational practices, improves transparency for customers, and provides consistent guidance for staff while maintaining compliance with applicable state regulations, including cold weather protections. Following review, the Utility Board recommended adoption of the policy by the City Council. Adoption of this policy has no direct budgetary or fiscal impact. The policy formalizes existing practices and does not alter rates, fees, staffing levels, or operational procedures.

Motion by Boe, second McGrath to Approve the Delinquent Utility Disconnection Policy with requested amendments. All ayes, 6-0-0. Motion carried.

Unfinished Business

Waive Second Reading and Approve Ordinance 649 Planned Unit Development Amendment #PD25.002 by Scott & Carma Willers.

The request is a Planned Unit Development Amendment to combine Lot 4 and Lot 5 Block 1 to allow the owner to build a detached accessory building. The City Council makes the ultimate decision; the Planning Advisory Commission's role is to conduct the public hearing and make a recommendation to the City Council. The Planning Commission met on December 4 and unanimously voted to recommend approval for the request. If the application is approved, the applicant must file a lot combination form with Wabasha County to combine the property prior to applying for the building permit for the accessory building.

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Motion by Newsome, second Boe to waive the second reading and approve Ordinance 649 for the request for a Planned Unit Development Amendment to allow Lot 4 and Lot 5 Block 1 to be combined. 5 ayes, 1 opposed, 5-0-1. Motion carried.

Informational Reports

January 26th 2026 Civil Service Commission Minutes
Streets & Parks Public Safety Meeting Minutes - January 20, 2025.
Utility Board Commission Minutes December 21, 2025.
Personnel Committee meeting minutes, December 18, 2025.
Planning Commission Minutes January 8, 2026

Future Meeting Dates

February 2026 Calendar
March 2026 Draft Calendar

Motion by McGrath, second Newsome to adjourn the meeting at 6:25 p.m. All ayes, 6-0-0. Motion carried.

ATTEST:

_____
Mayor, Brian R. Quinn

_____
City Clerk, Michelle Seydel

DRAFT

March 9, 2026

Agenda Item Description: Review City Council Special Meeting minutes, February 25, 2026.

Originating Department: Clerk

Board/Commission/Committee Action: **Consent Agenda?:** Yes

Action Requested:

Introduction/Background/Justification/Key/Legal Issues:
NA

Budgetary/Fiscal Impact:
NA

Reviewed By: Administration

Preparer: Michelle Seydel

ATTACHMENTS:
City Council Special Meeting minutes draft 02.25.26

Lake City Common Council
Special Meeting February 25, 2026
5:00 PM
City Hall Council Chambers – Virtual
Meeting Minutes

Members Present:	**Mayor Brian Quinn, Russell Boe, Faye Brown, Amy Alkire, Megan Kramer, Robert Newsome**
Members Absent:	**Cindy McGrath**
Staff Present:	**City Administrator Rob Keehn, City Clerk Michelle Seydel, City Attorney's Sarah Sonsalla & Jana Sullivan**

Mayor Quinn called the meeting to order at 5:00 p.m. with a quorum present.

Review and adopt/amend agenda
Motion by Brown, second Alkire to adopt the agenda as presented. All ayes, 6-0-0. Motion carried.

New Business

Closed session pursuant to Minnesota Statue section 13D.05, subdivision 3(b) to discuss attorney/client privileged matters related to threatened litigation related to an employee.
Motion by Quinn, second Brown to close the meeting at 5:03 p.m. pursuant to Minnesota Statue section 13D.05, subdivision 3(b), to discuss attorney/client privileged matters related to threatened litigation related to an employee. All ayes, 6-0-0. Motion carried.

Motion by Quinn, second Newsome to open the closed meeting at 6:05 p.m. All ayes, 6-0-0. Motion carried.

Motion by Kramer, second Boe to adjourn the meeting at 6:06 p.m. All ayes, 6-0-0. Motion carried.

ATTEST:

_____
Brian R. Quinn, Mayor

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_____
Michelle Seydel, City Clerk

DRAFT

March 9, 2026

Agenda Item Description: Review and approve expense claims February 1, 2026- February 28, 2026

Originating Department: Finance

Board/Commission/Committee Action: **Consent Agenda?:** Yes

Action Requested:

Introduction/Background/Justification/Key/Legal Issues:

Budgetary/Fiscal Impact:

Reviewed By:

Preparer: Jerome Illg

ATTACHMENTS:
Claims 2.1.26-2.28.26

Account Description	Total Invoice Amounts
Total 101-34091-33221 Planning Building Permits:	200.00
Total 101-34140-33522 Ambulance Residential Calls:	390.00
Total 101-44011-340 Council Printing/Publishing:	256.80
Total 101-44011-360 Council Food Shelf Utilities:	87.55
Total 101-44011-361 Council Old PS Building:	63.32
Total 101-44011-410 Council Work Comp Insurance:	51.75
Total 101-44022-410 City Admin Work Comp Ins:	384.00
Total 101-44051-210 Clerk/Finance Operating Suppli:	238.48
Total 101-44051-310 Clerk/Finance Communication:	196.74
Total 101-44051-390 Clerk/Finance Contractual:	91.42
Total 101-44051-410 Clerk/Finance Work Comp Ins:	963.75
Total 101-44060-300 Legal Insurance Deductibles:	5,571.39
Total 101-44060-390 Legal Contractual-Prosecutions:	2,650.00
Total 101-44060-391 Legal Contractual-Civil:	2,890.00
Total 101-44091-210 Planning Operating Supplies:	104.64
Total 101-44091-301 Planning Bld Permit Inspection:	2,034.11
Total 101-44091-310 Planning Communication:	8.89
Total 101-44091-320 Planning Travel, Conf, School:	1,122.55
Total 101-44091-340 Planning Printing/Publishing:	263.26
Total 101-44091-410 Planning Work Comp Insurance:	400.50
Total 101-44110-210 Police Operating Supplies:	1,762.51
Total 101-44110-300 Police Professional Services:	26.70
Total 101-44110-301 Police Code Enforcement:	120.00
Total 101-44110-310 Police Communication:	819.02
Total 101-44110-320 Police Travel, Conf, School:	300.00
Total 101-44110-390 Police Contractual:	568.44
Total 101-44110-410 Police Work Comp Insurance:	44,804.25
Total 101-44120-210 Fire Operating Supplies:	513.11
Total 101-44120-300 Fire Professional Services:	159.80

Account Description	Total Invoice Amounts
Total 101-44120-310 Fire Communication:	232.30
Total 101-44120-410 Fire Work Comp Insurance:	8,543.25
Total 101-44140-210 Ambulance Operating Supplies:	9,746.73
Total 101-44140-220 Ambulance Maint/Repair:	9.73
Total 101-44140-270 Ambulance Uniform:	2,684.04
Total 101-44140-310 Ambulance Communication:	517.60
Total 101-44140-321 Ambulance Training Classes:	3,889.72
Total 101-44140-340 Ambulance Printing/Publishing:	45.88
Total 101-44140-390 Ambulance Contractual:	4,298.50
Total 101-44140-410 Ambulance Work Comp Insurance:	29,234.25
Total 101-44191-210 EOC Operating Supplies:	1,637.00
Total 101-44191-310 EOC Communication:	47.73
Total 101-44191-410 EOC Workers Comp Ins:	14.25
Total 101-44212-210 Streets Operating Supplies:	1,116.36
Total 101-44212-220 Streets Maint/Repair:	2,942.92
Total 101-44212-310 Streets Communication:	167.89
Total 101-44212-340 Streets Printing/Publishing:	249.60
Total 101-44212-390 Streets Contractual:	285.34
Total 101-44212-410 Streets Workers Comp Ins:	9,927.00
Total 101-44212-450 Streets Trees:	1,142.02
Total 101-44250-210 Snow Removal Operating Supplie:	2,668.17
Total 101-44250-220 Snow Removal Maint/Repair:	106.94
Total 101-44510-210 Parks Operating Supplies:	2,253.97
Total 101-44510-220 Parks Maint/Repair:	2,451.22
Total 101-44510-390 Parks Contractual:	548.27
Total 101-44510-410 Parks Workers Comp Insurance:	4,113.00
Total 101-44523-390 Summer Rec Contractual:	10,000.00
Total 101-44524-220 Pool Maint/Repair:	68.05
Total 101-44524-310 Pool Communication:	62.54

Account Description	Total Invoice Amounts
Total 101-44524-410 Pool Work Comp Insurance:	1,272.00
Total 101-44543-210 HSL Operating Supplies:	112.68
Total 101-44543-220 HSL Maint/Repair:	137.11
Total 101-44543-300 HSL Professional Services:	227.88
Total 101-44543-310 HSL Communication:	209.38
Total 101-44543-390 HSL Contractual:	223.22
Total 101-44543-410 HSL Work Comp Insurance:	4,113.00
Total 101-44990-405 General Lodging Tax Exp:	16,115.86
Total 210-11450 Prepaid Insurance:	175.75-
Total 210-45210-210 Library Operating Supplies:	458.95
Total 210-45210-240 Library Books & Materials:	2,402.58
Total 210-45210-320 Library Travel, Conf, School:	202.50
Total 210-45210-390 Library Contractual:	6,018.41
Total 210-45210-391 Library Programs:	468.23
Total 210-45210-410 Library Worker Comp Insurance:	528.25
Total 270-45270-300 CDBG Professional Services:	1,392.70
Total 400-44212-500 Cap Proj Streets-Land:	13,967.50
Total 400-44212-530 Cap Proj Streets-Mach/Equip:	210.00
Total 400-44510-530 Cap Project Parks-Mach/Equip:	14,748.24
Total 400-44543-500 Cap Project HSL-Land:	8,188.97
Total 408-44080-500 2026 N Garden Reconstruct-Land:	110,930.50
Total 497-45497-300 TIF #18 Professional Services:	210.00
Total 498-45498-300 TIF #19 Professional Services:	210.00
Total 501-11450 Prepaid Expenditures:	74.75-
Total 501-45575-300 Port Auth Professional Service:	755.00
Total 501-45575-410 Port Authority Worker Comp Ins:	223.25
Total 602-11450 Prepaid Insurance:	21.75-
Total 602-44602-210 City Hall-Operating Supplies:	21.99
Total 602-44602-220 City Hall-Maint/Repair:	388.75

Account Description	Total Invoice Amounts
Total 602-44602-310 City Hall-Communication:	352.31
Total 602-44602-360 City Hall-Utilities:	2,559.38
Total 602-44602-390 City Hall Building-Contractual:	7,502.01
Total 602-44602-410 City Hall Work Comp Insurance:	65.25
Total 602-44603-310 Library Building-Communication:	157.88
Total 602-44603-360 Library Building-Utilities:	799.63
Total 602-44603-390 Library Building-Contractual:	1,156.50
Total 602-44604-210 PS Building-Operating Supplies:	149.75
Total 602-44604-310 PS Building-Communication:	631.79
Total 602-44604-360 PS Building-Utilities:	1,743.64
Total 602-44604-390 PS Building-Contractual:	2,321.14
Total 602-44605-310 Fire Hall-Communication:	142.37
Total 602-44605-390 Fire Hall-Contractual:	55.00
Total 701-11450 Prepaid Insurance:	2,459.00-
Total 701-41920-210 Electric Operating Supplies:	3,443.80
Total 701-41920-230 Electric Tools/Equip:	2,722.13
Total 701-41920-300 Electric Professional Svcs:	3,069.70
Total 701-41920-310 Electric Communication:	606.83
Total 701-41920-370 Electric Maint/Repair:	5,092.19
Total 701-41920-390 Electric Contractual:	2,616.39
Total 701-41920-410 Electric Workers Comp Ins:	7,377.00
Total 701-41920-530 Electric Capital-Machin/Equip:	1,267.50
Total 702-11450 Prepaid Insurance:	816.25-
Total 702-22333 MDH Safe Water Payable:	9,189.00
Total 702-42920-210 Water Admin Operating Supplies:	564.59
Total 702-42920-300 Water Admin Professional Svcs:	98.70
Total 702-42920-310 Water Admin Communication:	344.25
Total 702-42920-370 Water Admin Maint/Repair:	9,397.56
Total 702-42920-371 Water Admin Service Lines:	466.31

Account Description	Total Invoice Amounts
Total 702-42920-390 Water Admin Contractual:	735.26
Total 702-42920-410 Water Admin Workers Comp Ins:	2,448.75
Total 703-11450 Prepaid Insurance:	967.75-
Total 703-43500-210 Treatment Operating Supplies:	741.51
Total 703-43500-310 Treatment Communication:	194.80
Total 703-43500-360 Treatment Utilities:	2,032.10
Total 703-43500-370 Treatment Maint/Repair:	8,609.98
Total 703-43500-390 Treatment Contractual:	27,897.15
Total 703-43920-210 Sewer Admin Operating Supplies:	137.69
Total 703-43920-230 Sewer Admin Tools/Equip:	325.20
Total 703-43920-300 Sewer Admin Professional Svcs:	26.70
Total 703-43920-310 Sewer Admin Communication:	344.25
Total 703-43920-370 Sewer Admin Maint/Repair:	3,677.23
Total 703-43920-390 Sewer Admin Contractual:	707.74
Total 703-43920-410 Sewer Admin Workers Comp Ins:	2,903.25
Total 703-43920-530 Sewer Capital-Machin/Equip:	26,821.00
Total 706-47706-210 Storm Water Operating Supplies:	116.60
Total 706-47706-220 Storm Water Maint/Repair:	1,973.26
Total 706-47706-300 Storm Water Professional Svcs:	26.70
Total 706-47706-390 Storm Water Contractual:	170.34
Total 710-11450 Prepaid Insurance:	3,673.75-
Total 710-40746-360 Marina Beach Utilities:	311.06
Total 710-40746-390 Marina Beach Contractual:	387.51
Total 710-40746-410 Marina Beach Workers Comp Ins:	468.75
Total 710-40760-410 Marina Trailer Workers Comp In:	988.50
Total 710-40771-210 Marina Lift Operating Supplies:	111.72
Total 710-40771-220 Marina Lift Maint/Repair:	148.91
Total 710-40771-410 Marina Lift Workers Comp Ins:	2,379.75
Total 710-40773-210 Marina Harbor Operating Suppli:	212.10

Account Description	Total Invoice Amounts
Total 710-40773-220 Marina Harbor Maint/Repair:	11,633.97
Total 710-40773-310 Marina Harbor Communications:	863.15
Total 710-40773-390 Marina Harbor Contractual:	748.61
Total 710-40773-410 Marina Harbor Workers Comp Ins:	6,434.25
Total 710-40773-520 Marina Capital Outlay:	500.00
Total 710-40780-410 Marina Security Workers Comp:	750.00
Total 720-11450 Prepaid Insurance:	179.50-
Total 720-47720-360 Compost/Leaf Vac Utilities:	22.93
Total 720-47720-410 Compost/Leaf Vac Work Comp Ins:	538.50
Grand Totals:	511,697.52

March 9, 2026

Agenda Item Description: Approve request for Consumption & Display permit for the Lake City Yacht Club

Originating Department: Clerk

Board/Commission/Committee Action: **Consent Agenda?:** Yes

Action Requested:

Introduction/Background/Justification/Key/Legal Issues:
Approve request for a Consumption & Display permit for the Lake City Yacht Club for 4/1/2026-3/31/2027.

This license is renewed on an annual basis subject to payment of the fee and required paperwork. The current license expires on March 31, 2026.

Consumption & Display permits are issued through the Minnesota Department of Public Safety Alcohol & Gambling Enforcement Division. The City must approve the permit application prior to the State of Minnesota issuing a license.

Renewal of the permit by the Lake City Yacht Club was forwarded to the Police Department for review. Lake City Police Department recommends approval of this request.

Budgetary/Fiscal Impact:
$250.00

Reviewed By: Administration, Chief of Police

Preparer: Diane Johnson

ATTACHMENTS:

March 9, 2026

Agenda Item Description: Approve Out-of-State Travel for Finance Software Training

Originating Department: Finance

Board/Commission/Committee Action: **Consent Agenda?:** Yes

Action Requested:

Introduction/Background/Justification/Key/Legal Issues:
Caselle offered a one-day training to illustrate new upcoming software enhancements along with current software functionality that can improvement functionality. Caselle is our financial software. This training is being held in Asbury, IA on February 19. The Finance Director attended training and learned about software functionality, enhancements, things to improve productive, etc.

Due to travel time and timing of training, an overnight stay occurred on night before event. Unfortunately, due to timing of training availability and council meetings, permission could not be sought in advance of event.

Budgetary/Fiscal Impact:
Software training is included in the Clerk/Finance departments conference, schools, and travel budget. This training is estimated to cost about $300.

Reviewed By: Rob Keehn, City Administrator

Preparer: Jerome Illg

ATTACHMENTS:

March 9, 2026

Agenda Item Description: Approve request for the American Legion Post 110 to host a raffle May 18, 2026.

Originating Department: Clerk

Board/Commission/Committee Action: **Consent Agenda?:** Yes

Action Requested:

Introduction/Background/Justification/Key/Legal Issues:
Approve the request for the American Legion Post 110 to host a raffle on May 18, 2026. The raffle will be held at the Lake City Plaza, located at 221 N Franklin Street.

The American Legion Post 110 has completed an LG220 Application to Conduct Lawful Gambling to be submitted to the State of Minnesota Gambling Control Board, along with our city application and the $25.00 fee. Pursuant to Ordinance 538, the information received from the American Legion Post 110 was transferred to the Chief of Police for review and recommendation (see recommendation below). City Council shall approve or deny the application.

Chief of Police Recommendation:
An application and fees were received from the American Legion Post 110 with a request to host a raffle on May 18, 2026 at the Lake City Plaza located at 221 N Franklin Street. I have reviewed the information and find no reason to deny the request.

Budgetary/Fiscal Impact:
$25.00

Reviewed By: Administration, Chief of Police

Preparer: Diane Johnson

ATTACHMENTS:

March 9, 2026

Agenda Item Description: Adopt Resolution 26-006 Confirming board and commission appointment – Laurie Weyant, Ambulance Commission

Originating Department: Clerk

Board/Commission/Committee Action: **Consent Agenda?:** Yes

Action Requested:

Introduction/Background/Justification/Key/Legal Issues:
Adopt Resolution 26-006 confirming:
Ambulance Commission appointment – Laurie Weyant for 2026 – New (Full 1) 03/09/2026 through 3/1/2029 replaces Julie LeCaptain vacancy.

Pursuant to §30.01 of the City Code, the Mayor shall appoint Board and Commission members eligible for appointment and only confirmation by a majority of the Council shall be required. No board or commission member shall serve more than three full consecutive terms, and no board or commission member shall have entitlement to the second or third full consecutive term.

Member terms are listed and tracked by the City Clerk's office and are included in the Resolution

Budgetary/Fiscal Impact:
None

Reviewed By: Administration

Preparer: Diane Johnson

ATTACHMENTS:
RES 26-006 Confirming Board and Commission appointments-Laurie Weyant

RESOLUTION 26-006

CITY OF LAKE CITY, MINNESOTA

A RESOLUTION CONFIRMING THE APPOINTMENT OF PERSONS TO BOARDS AND COMMISSIONS

WHEREAS, the City Council pursuant §30.01 of the City Code, is responsible for confirmation by a majority of its body, for the appointment of members to the Boards and Commissions; and

WHEREAS, the Mayor has recommended for appointment, the hereinafter named persons to the positions on said Boards and Commission; and

WHEREAS, the City Council does consider the confirmation of the hereinafter named persons to the positions on the noted Board and Commissions

NOW THEREFORE BE IT RESOLVED, that on the appointment by the Mayor, the Lake City Common Council does hereby confirm the following named persons to the noted Board or Commission:

Ambulance Commission
Laurie Weyant 2026 – **Full 1** 03/09/2026 thru 03/01/2029 – fills J LeCaptain vacancy

Resolution adopted this 9th day of March, 2026.

_____
Brian R Quinn, Mayor

Attest:

_____
Michelle Seydel, City Clerk

March 9, 2026

Agenda Item Description: Approve the hire of Nick Dudley as the 2026 O'Neil Pool Manager.

Originating Department: Public Works

Board/Commission/Committee Action: **Consent Agenda?:** Yes

Action Requested:
Motion, _____ Second, _____ to Approve the hire of Nick Dudley as the 2026 O'Neil Pool Manager.

Introduction/Background/Justification/Key/Legal Issues:
The O'Neil Pool is scheduled to operate independently again in 2026 under the management of City staff. Nick Dudley has accepted the position of Pool Manager for the 2026 season. His annual salary will start effective May 24th for 8 pay periods.

Budgetary/Fiscal Impact:
The 2026 budget includes a salary allocation of $7,000 for the Pool Manager position. This amount reflects an appropriate adjustment to fairly compensate Nick for returning for a second season and recognizes the experience and continuity he brings to the role. The proposed salary positions the compensation at an equitable level consistent with the responsibilities associated with managing pool operations.

Reviewed By: Mitchell Rigelman. Public Works Director.

Preparer: Mitch Rigelman

ATTACHMENTS:
Pool Manager Job Description

City of Lake City (MN)
Seasonal - Pool Manager

Class Spec Code	Seasonal - Pool Manager	**Established Date**	02/07/2025
Last Revised Date	02/07/2025	**Salary Range**	$7,000.00 Annually
Bargaining Unit	N/A	**EEO**	IPED
Occupational Group	N/A	**FLSA**	Non-Exempt
Benefit Code	N/A	**Physical Class**	N/A

Class Concept

General management of all pool staff, facilities and aquatic programs. Responsible for hiring, supervising and scheduling staff including in-service training programs and staff meetings and managing pool business, safety and sanitation. Works under the general supervision of the Public Works Director and Assistant Public Works Director.
Seasonal position paid out over the season. Eligible for additional hourly pay if lifeguard certified.

Examples of Duties

Essential Duties and Responsibilities:

1. Take all precautions and preventative action necessary to ensure the safety of the general public and the swimming pool staff from accidents and drowning.
2. See that lifeguards are on duty anytime the swimming pool is in use.
3. Post for public view and enforce rules and regulations.
4. Maintain proper chlorine and P.H. residual standards.
5. Be accessible to patrons with questions.
6. Ensure pool complex and immediate surrounding area are clean and presentable at all times.
7. Ensure lifeguards are familiar with duties as provided in the O'Neil Pool Policy Manual and staff Instructions document.
8. Maintain staff schedule 2 weeks in advance and give a copy to all pool personnel. Pay special attention to minimizing overtime hours. Only one head lifeguard will be on duty during any open swim hours.
9. Keep timecards current daily and ready to submit as required.

10. Maintain current staff contact information.
11. Pick up money bag(s) and deliver to city hall for deposit during business hours as needed.
12. Maintain seasonal records for lessons, if applicable.
13. Plan and coordinate special events at the swimming pool.
14. Coordinate with contracted service providers for aquatic activities, if applicable.

Typical Qualifications

Previous pool management and supervisory experience preferred. Valid driver's license required.
The job requires a working ability to read and follow verbal and written instructions (in English) and the ability to delegate work to seasonal personnel.

Supplemental Information

Physical Demands & Working Conditions:
Standing for long periods, and frequent bending, stooping, twisting, turning, crouching, stretching, and reaching to perform the work required. There is frequent exposure to seasonal temperature extremes.

Some requirements in this job description may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. All requirements are subject to modification to reasonably accommodate individuals with disabilities.

Requirements are representative of minimum levels of knowledge, skills, and experience required. To perform this job successfully, the worker must possess the abilities and aptitudes to perform each duty proficiently.

This document does not create an employment contract, implied or otherwise, other than an "at will" employment relationship. The City Council retains the discretion to add duties or change the duties of this position at any time.

March 9, 2026

Agenda Item Description: Approve hiring of part time EMTs Shane Plummer and Madeleine Mahn

Originating Department: Ambulance

Board/Commission/Committee Action: **Consent Agenda?:** Yes

Action Requested:

Introduction/Background/Justification/Key/Legal Issues:
The ambulance service is hiring EMT Shane Plummer and EMT Madeleine Mahn as part-time EMT's to facilitate general schedule coverage and coverage for an upcoming twelve week bonding leave. The part-time EMT's will be hired at a Grade 4, Step 1 $32.50 /hour on the 2026 pay schedule.

Budgetary/Fiscal Impact:
None, 2026 budgeted positions

Reviewed By: Finance Director, City Administration, Ambulance Director

Preparer: Sara Rybarczyk

ATTACHMENTS:
EMT Part-Time DDA 2025

CITY OF LAKE CITY	*Job Description*
Title: EMT	**FLSA Status:** Non-Exempt
Department: Ambulance	**Position Status:** Part-Time
Accountable To: Ambulance Director	**Salary Grade:** 4
Prepared By: David Drown Associates	**Revision Date:** June 2025

Job Summary:

The EMT provides quality patient care in the pre-hospital setting, including assessment of illness, and/or injury, administering emergency care, and transportation services. This position responds within the scope of training under operation guidelines, and physician medical control. EMT duties are performed under the supervision of the field paramedic and under limited supervision of the Ambulance Director.

Performance Expectations for All Employees

1. Protects confidential information and understands responsibilities regarding confidential information.
2. Promotes a safe environment for patients, visitors, and staff; and demonstrates safe work practices.
3. Consistently meets the services' expectations for exemplary customer service.
4. Demonstrates understanding of and ability to carry out Performance Improvement principles in daily work.
5. Pursues learning opportunities to enhance personal and professional capabilities
6. Demonstrates competence regarding special needs and behaviors of specific patient populations.
7. Complies with all elements of the compliance for the service.

Qualification Requirements:

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individual with disabilities to perform the essential functions.

Essential Duties and Responsibilities:

EMT:

1. Responds to 911 medical response and inter-facility transports.
   - 1.1 Assesses the medical needs of the sick or injured patient, and provides immediate care as allowed by the department's medical director and within the EMT's scope of training.
   - 1.2 Operates the ambulance according to the state statutes and department policies; provides for safe transportation to and from the scene and/or hospital; demonstrates an understanding of "due regard."
   - 1.3 Coordinates patient care and communicates effectively with peers, patients, families, bystanders, other responders, and other health care providers.
   - 1.4 Assists the paramedic with administering care as directed, and administers care, if team lead, as directed by physician or emergency department; identifies diagnostic signs that require communications with facility.
   - 1.5 Maintains contact with dispatch and/or hospital to provide information or obtain assistance in treating medical conditions; maintains contact with other agencies such as police, sheriff, air ambulance, and first reconsiders as needed.
   - 1.6 Assesses nature and extend of illness or injury to establish and prioritize medical procedures.
   - 1.7 Administers medications as authorized by the Medical Director or under the direction of the field paramedic.
   - 1.8 Provides for a safe patient care environment, including proper cleaning and decontamination of equipment; ensures equipment is accounted for and in working condition for each shift; encourages safe work habits of peers; demonstrates proper lifting and moving techniques in patient handling.

1.9 Demonstrates competency for department equipment; attends mandatory meetings as determined by leadership; completes certification requirements annually.

1.10 Extricates victims of entrapment with the help of first responders; assesses nature and extent of illness or injury; takes pulse and blood pressure; visually observes changes in skin color; established priority for emergency care and renders appropriate care; may administer fluid replacement as directed by physician. EMT may administer variance drugs.

1.11 Lifts and carries sick and injured persons to the ambulance for transport to the medical facility.

1.12 Uses equipment such as defibrillator when performing cardiopulmonary resuscitation and defibrillation in a pulseless, non-breathing patient; may perform procedures for airway control to include insertion of King Airway and ventilatory support; provides treatment for prevention and maintenance of signs and symptoms of shock in patient.

1.13 Completes patient care reports in an efficient and expedient manner and ensures all reports contain the proper content for billing purposes. Patient care reports are also posted to report processor following each call.

1.14 Actively participates in the quality assurance process; completes required documentation changes, additions, and addendums, in a timely manner.

2. Maintains ambulances in a state of readiness for emergency calls.
   2.1 Replaces supplies, sends used supplies for sterilization, and decontaminates the interior of ambulance.
   2.2 Performs routine cleaning and maintenance of vehicles as needed.
   2.3 Demonstrates good stewardship of resources and cleaning of vehicles as appropriate.

3. Performs a variety of administrative and training duties.
   3.1 Maintains medical service records as requested or required by department policy.
   3.2 Attends and participates in departmental training drills and training sessions as directed.
   3.3 Ensures new employee orientation remains a priority as outlined in the orientation manual and provides orientation to new employees in conjunction with the Director, EMT Administrative Assistant, and other staff.
   3.4 Assists with various office and administrative tasks as requested by the Director.

4. Performs other duties as assigned to include station duties, home visits, and other duties as assigned by the Director.

Knowledge, Skills and Abilities:

Thorough knowledge of the principles of anatomy and physiology; thorough knowledge of the principles and techniques of emergency care, including diagnosis, proper treatment and transportation; thorough knowledge of equipment and supplies employed in the emergency care of patients and victims of accidents; thorough knowledge of the street and road system and physical layout of the city and primary service area; skill in diagnosing a victim's condition and applying emergency medical care; ability to understand and follow oral and written instructions; ability to establish and maintain effective working relationships with physicians, associates, patients and their families, other emergency service agencies and the general public; ability to keep records and prepare reports.

Minimum Qualifications:

High school diploma or equivalent, typing and computer proficiency; customer service experience

Special Requirements:

Valid Class D Driver’s license
NREMT and MN EMT certification
AHA BLS CPR certification
Emergency vehicle operator certification

Physical Demands & Working Conditions:

This work requires occasional exertion of up to or over 100 pounds of force; Must be able to lift a minimum of 75 pounds without assistance. Work regularly requires frequent standing, walking, sitting, speaking or hearing, using hands to touch or feel, reaching with hands and arms, pushing or pulling, repetitive motions, occasionally requires climbing or balancing, stooping, kneeling, crouching or crawling, tasting or smelling and lifting; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound. Work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, use of measuring devices, assembly or fabrication of parts within arms' length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; exposure to situations that may cause emotional trauma or mental stress. Working conditions include working days and nights on varying shifts, working weekends, holidays, and rotating schedule is required; Subject to constant interruptions; Possible exposure to medical occupational hazards such as communicable diseases, toxic substances/blood borne pathogens, hazardous wastes, and potentially hostile/life-threatening situations; working outside in all extremes of weather.

March 9, 2026

Agenda Item Description: 2027 Open Book Appeal Wabasha County Dates

Originating Department: Clerk

Board/Commission/Committee Action: **Consent Agenda?:** No

Action Requested:

Introduction/Background/Justification/Key/Legal Issues:

Budgetary/Fiscal Impact:

Reviewed By: Administration

Preparer: Michelle Seydel

ATTACHMENTS:
2027 Open Book Appeal

Important Information Regarding Assessment and Classification of Property

This may affect your 2027 property taxes.

OPEN BOOK APPEAL

NOTICE IS HEREBY GIVEN that the Board of Appeal and Equalization for **Lake City** will be open from **April 6, 2026 to May 29, 2026** – Contact the Assessor's Office for an Appointment Monday through Friday, 8:00 am to 4:00 pm – Phone: 651-565-3669 or Email: LBAE@co.wabasha.mn.us**.** The purpose of this meeting is to determine whether taxable property in the jurisdiction has been properly valued and classified by the assessor, and to determine whether corrections need to be made.

If you believe the value or classification of your property is incorrect, please contact your assessor's office to discuss your concerns. If you are still not satisfied with the valuation or classification after discussing it with your assessor, you may appear before the local board of appeal and equalization. The board shall review the valuation, classification, or both if necessary, and shall correct it as needed. Generally, an appearance before your local board of appeal and equalization is required by law before an appeal can be taken to the county board of appeal and equalization.

Given under my hand this 24th day of February, 2026

Michaela Gard

Clerk of the City of Lake City

OFFICE OF COUNTY ASSESSOR

TO THE CLERK OF THE City OF Lake City ***OPEN BOOK MEETING***

Wabasha County, Minnesota

NOTICE IS HEREBY GIVEN that the Board of Appeal and Equalization for **Lake City** will be open from **April 6, 2026 to May 29, 2026** – Contact the Assessor's Office for an Appointment Monday through Friday, 8:00 am to 4:00 pm – Phone: 651-565-3669 or Email: LBAE@co.wabasha.mn.us.

Pursuant to the provisions of Minnesota Statutes Section 274.03, you are required to give notice of said meeting by publication and posting, no later than ten days prior to the date of said meeting.

Given under my hand this 6th day of February, 2026.

Jessie Gusa, County Assessor

Wabasha County, Minnesota

*Applies only in Cities whose charters provide for a Board of Equalization.

Filed in my office this 24th day of February, 2026.

Clerk

March 9, 2026

Agenda Item Description: Personnel Committee meeting minutes, January 28, 2026.

Originating Department: Clerk

Board/Commission/Committee Action: **Consent Agenda?:** No

Action Requested:

Introduction/Background/Justification/Key/Legal Issues:

Budgetary/Fiscal Impact:

Reviewed By: Administration

Preparer: Michelle Seydel

ATTACHMENTS:
Personnel Committee meeting minutes 1.28.26

Lake City Personnel Committee
Regular Meeting January 28, 2026
5:00 PM
2nd floor conference room
City Hall
Meeting Minutes

Members Present: **Amy Alkire, Megan Kramer, Mayor Brian Quinn**

Staff Present: **City Administrator Rob Keehn, Public Works Director Mitchell Rigelman, City Clerk Michelle Seydel**

Mayor Quinn called the meeting to order at 5:01 p.m.

Review and adopt/amend agenda
Motion by Kramer, second Alkire to adopt the agenda. All ayes, 3-0-0. Motion carried.
New Business

Performance Review Policy Updates
Reviewed and discussed updates to the City's Performance Review Policy, review form, performance improvement plan, and implementing merit-based step increases. HR generalist will take feedback and bring updates back to the committee at a later date.

Discuss Employee Longevity
The discussion of employee longevity and how it should be recognized has been a point of discussion at the council level related to both the pay study and union negotiations. As we discuss improving our performance evaluation system, it raises the question of how the city retains high-performing employees. Committee members requested information on how other municipalities handle longevity so we can better assess if action is needed.

Informational Reports

Public Works Utility Director Job Description
No formal action is requested at this. Committee feedback and guidance will be used to refine the job description and determine next steps toward implementation.

Personnel Committee meeting minutes, December 18, 2025
Motion by Kramer, second Quinn to approve December 18, 2025 meeting minutes. All ayes, 3-0-0. Motion carried.

Motion by Alkire, second Quinn to adjourn the meeting at 6:56 p.m. All ayes, 3-0-0. Motion carried.

ATTEST:

_____
Brian R. Quinn, Mayor

_____
Michelle Seydel, City Clerk

March 9, 2026

Agenda Item Description: Utility Board Meeting minutes, January 21st, 2026.

Originating Department: Public Works

Board/Commission/Committee Action: **Consent Agenda?:** No

Action Requested:
Motion, _____ Second, _____ to approve the January 21st Utility Board Meeting minutes as presented.

Introduction/Background/Justification/Key/Legal Issues:

Budgetary/Fiscal Impact:

Reviewed By: Mitchell Rigelman. Public Works Director.

Preparer: Mitch Rigelman

ATTACHMENTS:
Utility Board Meeting Minutes 01.21.2026

Agenda
Lake City Utility Board
Regular Meeting January 21, 2026
5:30 PM
1st floor conference room

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1. **Call to Order/Introductions**

   Meeting called to order at 5:37PM

   Members Present: William Stiene, Brent Blattner, Justin Hawryluk, Megan Kramer, Mitchell Rigelman, Amanda Jackson

2. **Review and adopt/amend agenda**

   Motion, Justin Hawryluk, Second, Brent Blattner, to approve the agenda as presented.

3. **New Business**

   a. Utility Board Meeting minutes from December, 2025.

   Motion, Brent Blattner, Second, William Stiene to approve the December minutes as presented. All ayes. Motion carried.

   b. Annual Appointment of Utility Board Chair and Vice Chair (2026)

   Motion, Justin Hawryluk, Second, Brent Blattner, to approve the appointment of Peter Coyle as Chair and William Stiene as Vice Chair. All ayes. Motion carried.

4. **Unfinished Business**

   a. Delinquent Utility Disconnection Policy – Revised

   Mitchell Rigelman presented information regarding the revised Delinquent Utility Disconnection Policy. Board members agreed to making this policy public facing and easily accessible. Justin Hawryluk suggested an edit under 7. Reconnection Procedures, noting the need to clarify the $50 reconnection fee would be in addition to the $200 after hours fee. Board members also expressed desire for dates to be added to the policy, including billing due dates.

   Motion, William Stiene, Second, Justin Hawryluk, to approve revised Delinquent Utility Disconnection Policy with suggested edits. All ayes. Motion carried.

5. **Communication Updates**

   a. North Garden Street Electric Distribution Project – Project Update (Primary Cable Issue)

   Megan Kramer suggested we investigate other reputable labs to examine the primary cable. Brent Blattner agreed this would be a necessary step to fall back on for ease of

mind, in the event that another lab deems the primary cable as sound, functional cable. Discussion was had regarding the possible uses for the cable if another lab approves of it, including using it from transformer to transformer. William Stiene requested future bids for any electrical projects to be reviewed by the Utility Board before moving forward with any project. Mitchel Rigelman to follow up with DGR on possible next steps.

b. City Project Updates

Mitchell Rigelman presented information regarding plans for the Mill & Overlay project along West Marion Street. The timing of this project is expected to take place mid-summer with bidding taking place early spring.

6. **Future Meeting Date: Tuesday, February 17th**

7. **Adjourn**

Motion, Justin Hawryluk, Second, Brent Blattner at 6:45 PM. All ayes. Motion carried

Chair signature: _____
Peter Coyle

March 9, 2026

Agenda Item Description: Fire Department Meeting Minutes January 30, 2026.

Originating Department: Clerk

Board/Commission/Committee Action: **Consent Agenda?:** No

Action Requested:

Introduction/Background/Justification/Key/Legal Issues:

Budgetary/Fiscal Impact:

Reviewed By: Administration

Preparer: Michelle Seydel

ATTACHMENTS:
Fire Department Meeting Minutes 01.30.2026

Lake City Fire Department
Monthly Business Meeting Minutes
January 30th, 2026

Chief Patterson called meeting to order at 7:02 P.M.

ROLL CALL

Active Members Present: Jack Weyer**,** Derek Nibbe, Dan Patterson, Chris Tourney, Justin Cerwinske, Travis Coyle, Jake Schumacher, Brian Smith, Tony Schultz, Baxter O'Reilly, Luke Hartzell, Aiden Leonard and Casey Henderson

Active members absent: Dave Glomski, Brandon Herzig, Tom Reckmann, Mike Lafferty, Jon Dose, Matt Herzig, Dan Cox and Riley Borgschatz

Retired members present: Tom Brown, Gene Durand

City Officials present: None

SECRETARIES REPORT

1. MOTION TO APPROVE DECEMBER MINUTES By – Baxter O'Reilly SECOND – Jake Schumacher. VOTE TAKEN AND MOTION CARRIED.

TREASURERS REPORT

1. Nothing at this time.

COMMITTEE REPORTS

EQUIPMENT:

1. Rescue 18 light tower issues are resolved.

TRAINING:

1. 2 February trainings – Preplans and response/situations.

SAFETY:

1. Nothing at this time.

DANCE COMMITTEE:

1. Meeting in February.

FIRE PREVENTION:

1. Nothing at this time.

CORRESPONDENCE & COMMUNICATIONS

1. Olmsted Medical Center donated $500 and thanked us for our service.

OLD BUSINESS

1. Nothing at this time.

NEW BUSINESS

1. Nothing at this time.

OTHER BUSINESS FOR THE GOOD OF THE ORDER

1. Reminder – February is the Annual Relief Meeting.

MOTION TO ADJOURN BY Jack Weyer SECOND BY Derek Nibbe. VOTE TAKEN AND MOTION CARRIED.

Meeting adjourned at 7:27
Minutes recorded and prepared by Tony Schultz

March 9, 2026

Agenda Item Description: Fire Department Meeting Minutes February 26, 2026.

Originating Department: Clerk

Board/Commission/Committee Action: **Consent Agenda?:** No

Action Requested:

Introduction/Background/Justification/Key/Legal Issues:

Budgetary/Fiscal Impact:

Reviewed By: Administration

Preparer: Michelle Seydel

ATTACHMENTS:
Fire Department Meeting Minutes 02.26.2026

Lake City Fire Department
Monthly Business Meeting Minutes
February 26th, 2026

Chief Patterson called meeting to order at 7:00 P.M.

ROLL CALL

Active Members Present: Brandon Herzig, Jack Weyer, Tom Reckmann, Derek Nibbe, Dan Patterson, Chris Tourney, Michael Lafferty, Jon Dose, Matthew Herzig, Justin Cerwinske, Travis Coyle, Dan Cox, Jake Schumacher, Brian Smith, Tony Schultz, Luke Hartzell, Aiden Leonard, Riley Borgschatz and Casey Henderson

Active members absent: Dave Glomski and Baxter O'Reilly

Retired members present: Duane Sprick, Gene Durand, Tom Brown, Tom Haase, Rob Huppert and Bruce Wallerich

City Officials present: Faye Brown - *City Council Liaison*

SECRETARIES REPORT

1. January minutes not prepared yet.

TREASURERS REPORT

1. Treasurer's report presented and reviewed.

COMMITTEE REPORTS

EQUIPMENT:

1. Any loose turnout gear to order? Weyer requested shammies from NAPA
2. SCBA bottle from 20 is OOC.

TRAINING:

1. 2 trainings in March.
2. Makeup brush burn opportunity on a weekend in March. Talk to Glomski.

SAFETY:

1. Nothing to report at this time.

DANCE COMMITTEE:

1. Meeting before training in March.

FIRE PREVENTION:

1. Nothing to report at this time.

ELECTION OF DEPARTMENT OFFICERS

1. Secretary opened nominations for **Chief**. Motion Tourney, second Smith for **Dan Patterson**. Vote taken and motion carried.

2. Secretary opened nominations for **Asst Chief**. Motion Nibbe, second Weyer for **Dave Glomski**. Vote taken and motion carried. *Elected as Asst Chief, Glomski is appointed Captain of Company #2.*
3. Secretary opened nominations for **Captain Company #1**. Motion Weyer, second Dose for **Derek Nibbe**. Vote taken and motion carried.
4. Secretary opened nominations for **Captain Company #3**. Motion Nibbe, second Schumacher for **Matt Herzig**. Vote taken and motion carried.
5. Secretary opened nominations for **First Training Officer**. Motion Tourney, second Nibbe for **Dan Cox**. Vote taken and motion carried.
6. Secretary opened nominations for **Second Training Officer**. Motion Hartzell, second Weyer for **Jake Schumacher**. Vote taken and motion carried.
7. Chief opened nominations for **Secretary**. Motion Schultz, second Coyle for **Riley Borgschatz**. Vote taken and motion carried.
8. Chief opened nominations for **First Executive Committee Member**. Motion Schultz, second Hartzell for **Tom Reckmann**. Vote taken and motion carried.
9. Chief opened nominations for **Second Executive Committee Member**. Motion Dose, second Schumacher for **Jack Weyer**. Vote taken and motion carried.

CORRESPONDENCE & COMMUNICATIONS

1. Nothing at this time.

OLD BUSINESS

1. Jon Dose has switched from Company 3 to Company 1 effective immediately.
   Riley Borgschatz has switched from Company 2 to Company 3 effective immediately.
2. Recent structure fire discussion.
3. Stormwatch communication changes discussed.

NEW BUSINESS

1. None at this time.

OTHER BUSINESS FOR THE GOOD OF THE ORDER

1. Chief Patterson's Birthday – Hubby P "his sparkler never fizzles out"

MOTION TO ADJOURN BY Derek Nibbe SECOND BY Chris Tourney. VOTE TAKEN AND MOTION CARRIED.

Meeting adjourned at 7:28pm

Minutes Recorded and Prepared By: Tony Schultz

March 9, 2026

Agenda Item Description: Lake City Police Department 2025 Annual Report

Originating Department: Police

Board/Commission/Committee Action: **Consent Agenda?:** No

Action Requested:

Introduction/Background/Justification/Key/Legal Issues:

Budgetary/Fiscal Impact:

Reviewed By: Cory Kubista, Chief of Police

Preparer: John Yorde

ATTACHMENTS:
LCPD Annual Report 2025
Crimes Against Person 2026_01_06
Crimes Against Property 2026_01_06
Crimes Against Society 2026_01_06
Group A Top Ten 2026_01_06
Group B Arrests 2026_01_06
Group A Trend 2026_01_06

LAKE CITY POLICE DEPARTMENT

END OF YEAR REPORT

FOR

2025

SUBMITTED BY CHIEF OF POLICE CORY E KUBISTA

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2025 PERSONNEL ROSTER

Full-Time Admin. Staff and Patrol Officers	Start Date
Cory E Kubista, Chief of Police	05/27/97
William G Weist, Sergeant/Supervisor/Field Training Officer/ Use of Force Instructor	06/12/00
Matt Klees, Investigator/Task Force	01/21/02
Aaron M Foss, Patrol Officer/ Firearms Training Officer / Training Officer	02/15/00
Nicholas Sievers, Patrol Officer/ Assistant Evidence Technician	09/12/22
Jeffrey A Daggett, Patrol Officer/Field Training Officer/ Crime Prevention Officer	02/01/01
Michael Pfeilsticker, Patrol Officer	08/14/23
Anthony Cox, Patrol Officer/Reserve Captain / School Resource Officer Evidence Technician	03/14/18
Michael Becklund, Patrol Officer / Ordinance Compliance	03/05/12
Joshua Smith, Patrol Officer	09/08/23
Scott Bird, Patrol Officer	09/08/23
John Yorde, Administrative / Records / TAC (Terminal Agency Coordinator) / Department Security Officer / City Emergency Manager	01/30/17

2025 PERSONNEL ROSTER

Part-Time Admin Staff and Patrol Officers	Start Date
Allan G Pfeilsticker	04/28/04
Dylan Pfeilsticker	12/1/21

Reserve Officers

Cpt. Tony Cox

Michael Johnson

Orin Sandberg

LAKE CITY STREETS/PARKS & PUBLIC SAFETY COMMISSION / 2025

Sue Weist

Margie Harkins

Terence Wingert

Larry Flater

Rev David Badgley

CIVIL SERVICE COMMISSION / 2025

Cory Gagnon

Randy Klipfel

David Kohutko

CHAPLAINS

Rev David Badgley – First Congregational Church

Rev Orin Sandberg – Assembly of God Church

2025 Activity Report Activity Type	Number of Incidents	Activity Type	Number of Incidents
911 Hang Up	21	Local Records Check	143
All Other	100	Motorist Assist	31
Alarm All	37	Medical Call	498
Animal Complaint	137	Noise Complaint	32
Assist Other Department	178	Ordinance Complaint	141
Assault	13	Ordinance Violation	23
Attempt to Locate	11	Open Doors	4
ATV Violation	1	OFP / HRO Violation	6
ATV Crash	0	Public Assist	149
Burning Permit	0	Parking Complaint	120
Burglary	1	Parking Violation	89
Child Abuse	1	Probation Check	56
Child Custody Exchange	4	Paper Service	0
Worthless Checks	0	Rape	1
Civil Matter	53	Robbery	0
Contempt / Probation Violation	7	Railroad Complaint	14
Curfew Violation	0	Railroad Incident	0
Damage to Property	8	Runaway	1
Driving Complaint	88	School Bus Violation	1
Death Sudden	6	Security Check	961
Disorderly Conduct	5	Sex Offense	6
Disturbance	69	Sick Card For	13
Domestic	11	School Incident	9
Drugs	14	Snow Removal	31
Driving under the Influence	39	Suicide	0
DANCO Violation	0	Suspicious Activity	230
Escort	14	Traffic Crash	71
Funeral Assist	27	Theft Offense	28
Fire Call Police	59	Tobacco Violation	0
Fleeing	0	Trespassing	3
Flock Camera	65	Traffic Stops	3,368
Found Property	48	Vulnerable Adult	49
Fraud	13	Vehicle off Roadway	1
Fireworks	5	Watercraft Assist	1
Permit to Purchase	28	Weather	0
Harassment / Threats	42	Weapons Violation	0
Homicide	0	Welfare	116
Identity Theft	1	Warrants	18
Intimidation	7		
Misc Information	239		
Kidnapping	2		
Liquor Violations	12		
Littering	0		
Lost Property	9	Total Calls	7590

PARKING CITATIONS 2025

Violation	Number
2 Hour Parking	13
Winter Parking / Snow Removal	31
3am to 6am Parking	36
Truck Parking Prohibited / Yellow Curb	3
Loading Zone	6
No Parking Zone	9
72 Hour Parking	14
Angle Parking	2
Parking Wrong Direction	13
TOTAL PARKING CITATIONS	**127**

- **The Nuisance/Zoning/Shift coverage Officer Position covered 933 Hours of shift time in 2025.**

TOTAL INITIAL COMPLAINT REPORTS

2020	7,338
2021	7,291
2022	7,531
2023	7,651
2024	7,505
2025	7,590

SQUAD CAR MILEAGE

2022 (Ford F-150)	113,807
2023 (Chevy Tahoe)	85,035
2021 (Ram Admin Truck)	89,927
2025 (Ram Truck)	6,671

SRO Report 2023/2024 School Year Officer Tony Cox

Daily Activities: 1) Threat assessment and safety of our school buildings.
2) Cafeteria and gymnasium for four lunch periods 3) Report to Bluff View as needed. 4) Patrol and Observe Lincoln and Bluff View parking lots and surrounding areas including bus loading and unloading areas 5) Work with school administrators and assist as needed with any disciplinary action and student support. 6) Connect with students to build relationships. 7) Monitor halls during and between class periods. 8) Relationship building with students and addressing any needs.

Weekly Meetings: 1) Administrative meeting 2) Attendance meeting where we identify students who have excessive unexcused absences or are truant.

Monthly and Biweekly Meetings: 1) Student Support 2) Juvenile intake 3) Multidisciplinary Child Protection Team 4) Bluff view mental health team meeting. 5) Student behavior and discipline meeting. 6.) Student wellness team.

Information and stats: 4 Thefts, 11 Drug or Tobacco, 21 Driving/Parking complaints,
3 Medicals, 20 Mental Health, 4 Sexual Misconduct, 6 Home Visit/Welfare, 8 Harassment, 5 Threats, 0 Trespassing, 6 Disorderly Conduct, 5 Assaults, 3 Truancy, 1 Juvenile Run-Away, 2 Damage to Property, 3 Suspicious Activity, 1 Weapons, 1 Traffic Crashes, 42 Misc. Info/All Other, 4 Social Media/ Phone Investigations, 3 Found Property, Numerous- Student Contacts.

** The above numbers include the Lincoln and Bluff View buildings. Please note not all incidents occurred on school property but were reported by and involved students.

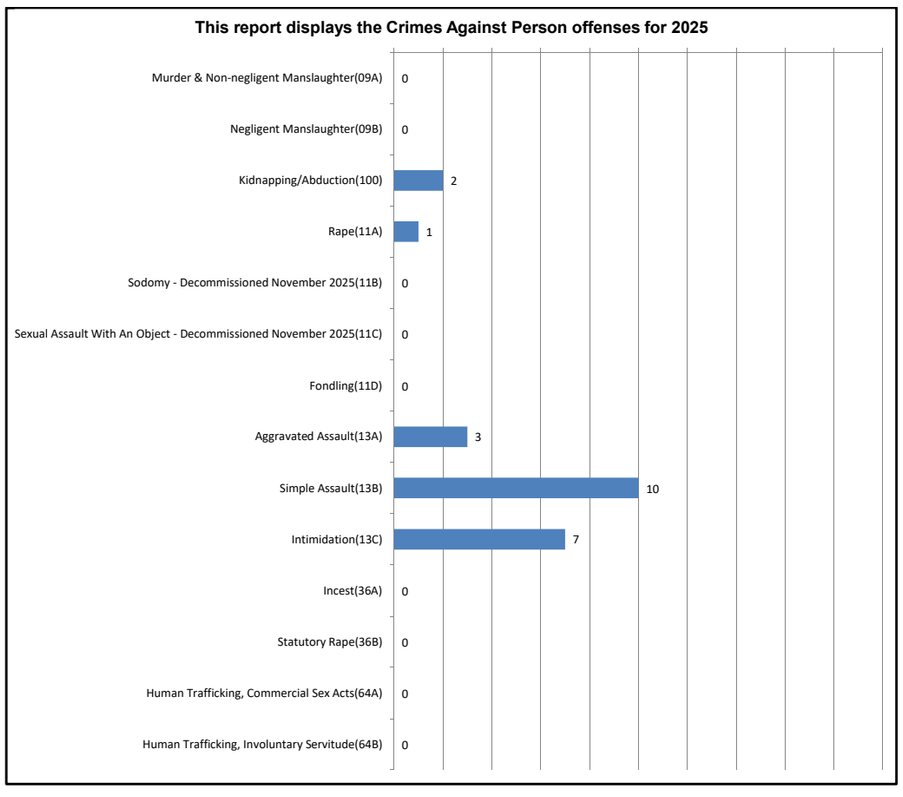
School events and misc. student *I* classroom contacts.

- CCAP classes (5th grade drug awareness program) (Correct Choices Awareness Program)
- Re-Entry Lessons for students following a suspension. (Varied education based on issue)
- Homeroom Class visits and presentations to middle school. (Vaping Education, Bullying Harassment)
- Spoke to 10 grade advisories about careers in Law Enforcement.
- Sporting Events
- Two suicide prevention events
- Spoke in several classrooms related to law enforcement topics. (Health and Science)
- 10th grade distracted driving event with State Patrol and TZD program
- Sophomore College Visits
- Elementary School Retreats
- Attended student IEP meetings as needed.
- School Patrol (Liaison for the school patrol program and student retreat.) 6th Grade.
- Fire and Lock Down drills at Lincoln and Bluff View.
- 7th Grade Homeroom social media Lessons.
- 2nd Grade kindness/ anti bullying presentation.
- Pre-School Community helper's week presentation
- High School and Middle School Dances
- Prom
- Homecoming and Snow Daze events.
- Governor Fishing Opener with 5th grade students. (Concerns due to political climate)
- Graduation

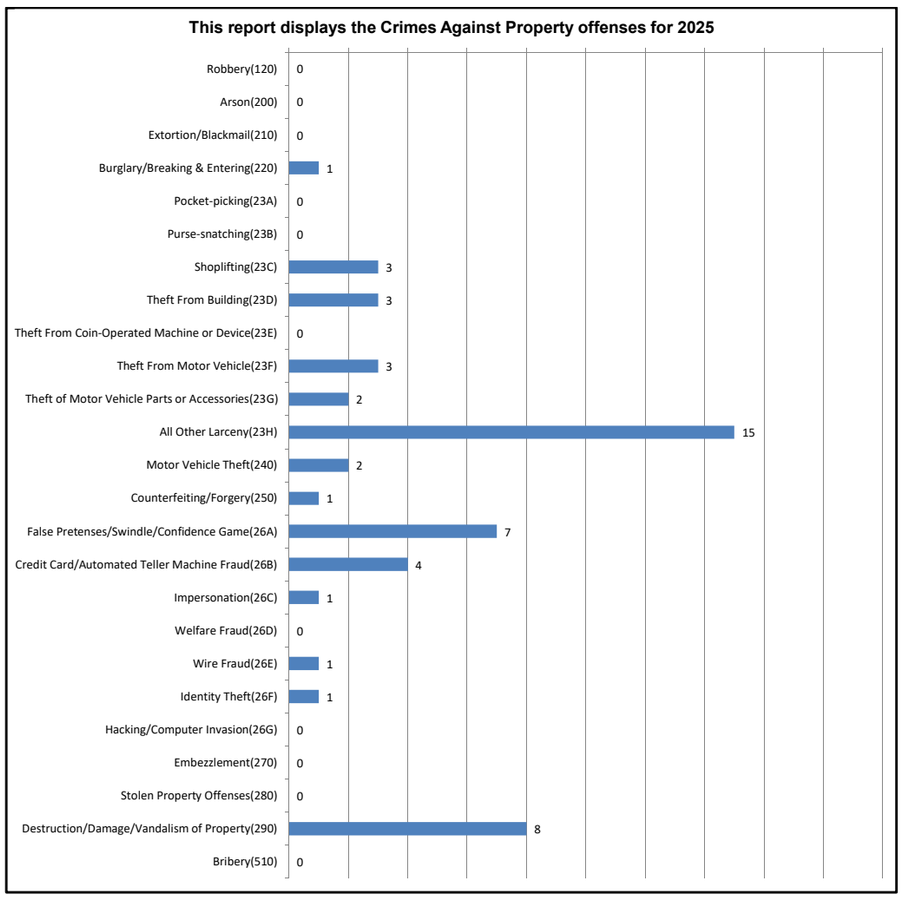
Synopsis:

This is my second year as School Resource Officer. Overall, another good year in our school buildings. I worked closely with our school administrators, guidance counselors, and social workers to best manage student related needs. I attended and assisted with lockdowns and fire drills. Collaboratively we have been working together to improve our safety and crisis plans. This summer I will be attending a reunification training course in Rochester to be better prepared for a critical incident should one ever occur. I assisted with student support and re-entry efforts as needed. I was a part of our school related dances which include prom. It was my second year teaching the correct choices awareness program to the fifth-grade student body. It was a success, and the students seemed to gain knowledge while having fun. Outside of the school I worked closely with social services from both Goodhue and Wabasha County. I was a part of several home visits this year along with Social Services which involved some interventions. Some of my involvement with them included, runaways, truancy, sexual assault, abuse, and maltreatment. I utilized crisis response, area hospitals, and St. Mary's Generose for students suffering a mental health crisis. I made several student connections throughout the school year and look forward to continuing to build on those.

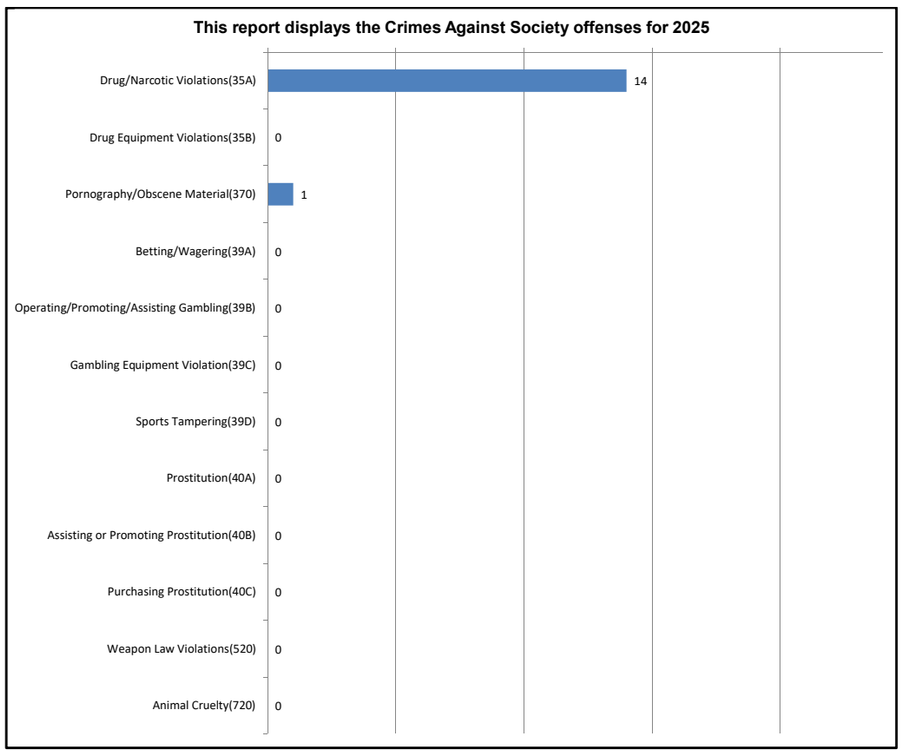
UCR Offense Code	Offense Count
Murder & Non-negligent Manslaughter(09A)	0
Negligent Manslaughter(09B)	0
Kidnapping/Abduction(100)	2
Rape(11A)	1
Sodomy - Decommissioned November 2025(11B)	0
Sexual Assault With An Object - Decommissioned November 2025(11C)	0
Fondling(11D)	0
Aggravated Assault(13A)	3
Simple Assault(13B)	10
Intimidation(13C)	7
Incest(36A)	0
Statutory Rape(36B)	0
Human Trafficking, Commercial Sex Acts(64A)	0
Human Trafficking, Involuntary Servitude(64B)	0



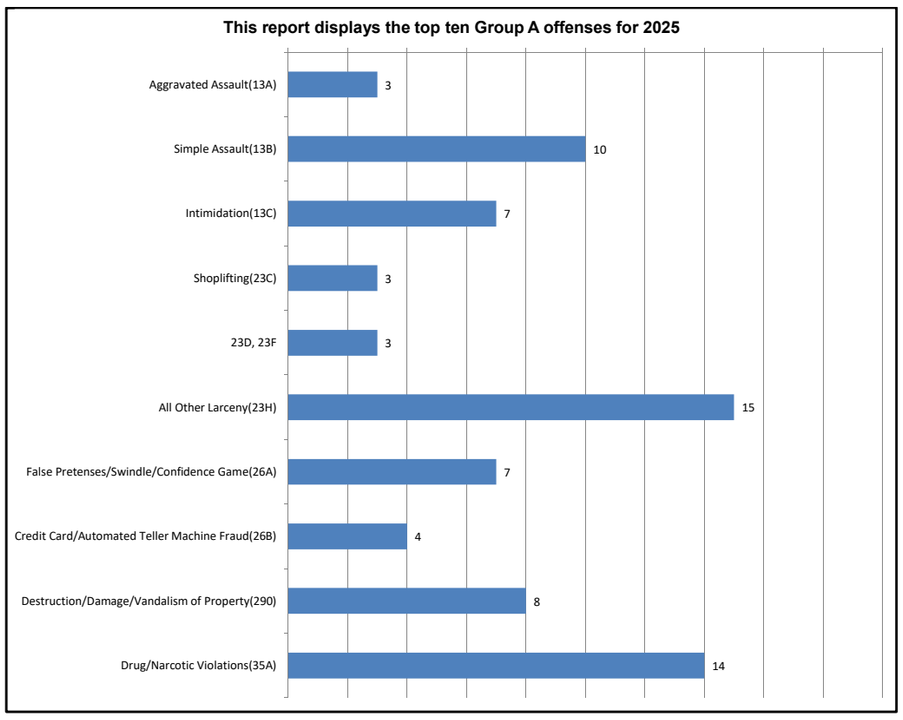
UCR Offense Code	Offense Count
Robbery(120)	0
Arson(200)	0
Extortion/Blackmail(210)	0
Burglary/Breaking & Entering(220)	1
Pocket-picking(23A)	0
Purse-snatching(23B)	0
Shoplifting(23C)	3
Theft From Building(23D)	3
Theft From Coin-Operated Machine or Device(23E)	0
Theft From Motor Vehicle(23F)	3
Theft of Motor Vehicle Parts or Accessories(23G)	2
All Other Larceny(23H)	15
Motor Vehicle Theft(240)	2
Counterfeiting/Forgery(250)	1
False Pretenses/Swindle/Confidence Game(26A)	7
Credit Card/Automated Teller Machine Fraud(26B)	4
Impersonation(26C)	1
Welfare Fraud(26D)	0
Wire Fraud(26E)	1
Identity Theft(26F)	1
Hacking/Computer Invasion(26G)	0
Embezzlement(270)	0
Stolen Property Offenses(280)	0
Destruction/Damage/Vandalism of Property(290)	8
Bribery(510)	0



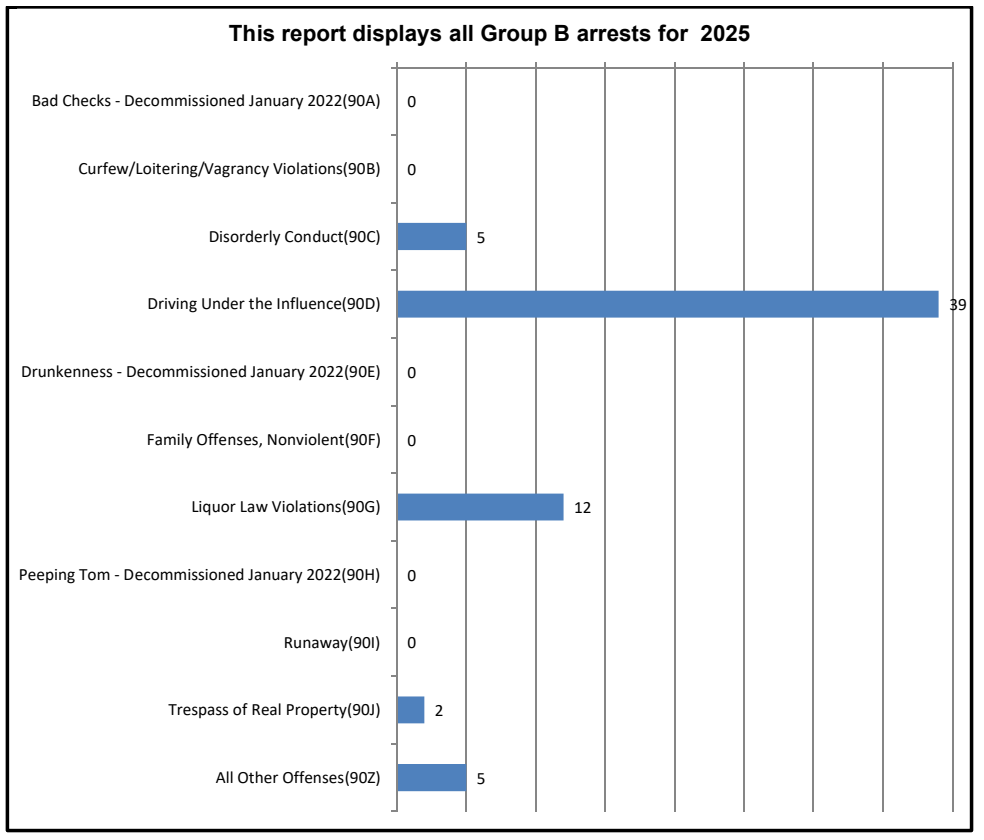
UCR Offense Code	Offense Count
Drug/Narcotic Violations(35A)	14
Drug Equipment Violations(35B)	0
Pornography/Obscene Material(370)	1
Betting/Wagering(39A)	0
Operating/Promoting/Assisting Gambling(39B)	0
Gambling Equipment Violation(39C)	0
Sports Tampering(39D)	0
Prostitution(40A)	0
Assisting or Promoting Prostitution(40B)	0
Purchasing Prostitution(40C)	0
Weapon Law Violations(520)	0
Animal Cruelty(720)	0



UCR Offense Code	Offense Count
Aggravated Assault(13A)	3
Simple Assault(13B)	10
Intimidation(13C)	7
Shoplifting(23C)	3
23D, 23F	3
All Other Larceny(23H)	15
False Pretenses/Swindle/Confidence Game(26A)	7
Credit Card/Automated Teller Machine Fraud(26B)	4
Destruction/Damage/Vandalism of Property(290)	8
Drug/Narcotic Violations(35A)	14

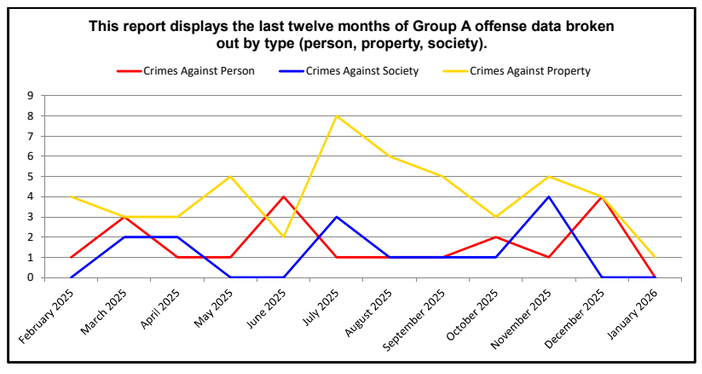


UCR Offense Code	Offense Count
Bad Checks - Decommissioned January 2022(90A)	0
Curfew/Loitering/Vagrancy Violations(90B)	0
Disorderly Conduct(90C)	5
Driving Under the Influence(90D)	39
Drunkenness - Decommissioned January 2022(90E)	0
Family Offenses, Nonviolent(90F)	0
Liquor Law Violations(90G)	12
Peeping Tom - Decommissioned January 2022(90H)	0
Runaway(90I)	0
Trespass of Real Property(90J)	2
All Other Offenses(90Z)	5



Group B Arrests

	Crimes Against Person	Crimes Against Society	Crimes Against Property
February 2025	1	0	4
March 2025	3	2	3
April 2025	1	2	3
May 2025	1	0	5
June 2025	4	0	2
July 2025	1	3	8
August 2025	1	1	6
September 2025	1	1	5
October 2025	2	1	3
November 2025	1	4	5
December 2025	4	0	4
January 2026	0	0	1



March 9, 2026

Agenda Item Description: March 2026 Calendar

Originating Department: Clerk

Board/Commission/Committee Action: **Consent Agenda?:** No

Action Requested:

Introduction/Background/Justification/Key/Legal Issues:

Budgetary/Fiscal Impact:

Reviewed By: Administration

Preparer: Diane Johnson

ATTACHMENTS:
3. March- 2026 Calendar.pdf

March 2026

MON	TUE	WED	THU	FRI	SAT/SUN
					1
2	3	4	5 Board of Adjustment 6:00 PM Planning Commission 6:15 PM Planning Workshop 6:45 PM	6	7/8 **Day light Savings Time Begins** **Spring Ahead!** 
9 Council Workshop 5:00 PM Common Council 6:00 PM	10	11	12 Heritage Preservation Commission 5:00 PM	13	14/15
16 Ambulance Commission 6:00 PM	17 Street/Parks/Public Safety Commission 4:30 PM 	18 Utility Board 5:30 PM	19	20 *Spring begins*	21/22
23	24	25	26 Fire Department 7:00 PM	27	28/29
30	31				

March 9, 2026

Agenda Item Description: April 2026 Draft Calendar

Originating Department: Clerk

Board/Commission/Committee Action: **Consent Agenda?:** No

Action Requested:

Introduction/Background/Justification/Key/Legal Issues:

Budgetary/Fiscal Impact:

Reviewed By: Administration

Preparer: Diane Johnson

ATTACHMENTS:
4. April 2026 - Draft Calendar.pdf

April 2026

MON	TUE	WED	THU	FRI	SAT/SUN
		1	2 Planning Commission 6:00 PM	3 ***Good Friday*** ***City Hall Closed***	4/5 *Happy Easter* 
6	7	8	9 Heritage Preservation Commission 5:00 PM	10	11/12
13 Council Workshop 5:00 PM Common Council 6:00 PM	14 Marina Board 5:00 PM	15 Utility Board 5:30 PM	16 Port Authority 4:30PM	17	18/19
20 Ambulance Commission 6:00 PM Library Board 6:00 PM	21 Streets/Parks/Public Safety Commission 4:30 PM	22	23	24	25/26
27	28	29	30 Fire Department 7:00 PM		



March 9, 2026

Agenda Item Description: Approve the revised Delinquent Utility Disconnection Policy as presented.

Originating Department: Finance

Board/Commission/Committee Action: **Consent Agenda?:** No

Action Requested:
Motion by _____ second by _____ to approve revised the Delinquent Utility Disconnection Policy as presented.

Introduction/Background/Justification/Key/Legal Issues:

The City of Lake City has historically followed established procedures for disconnecting utility services due to nonpayment; however, those procedures were not previously codified in a formal written policy. At the December 17, 2025, Utility Board meeting, staff presented a draft Delinquent Utility Disconnection Policy for review. The Utility Board requested additional clarification related to the customer billing-to-disconnection timeline and disclosure of applicable late fees. Staff revised the policy accordingly and returned it to the Utility Board at its January 21, 2026, meeting.

The revised policy clearly documents existing operational practices, improves transparency for customers, and provides consistent guidance for staff while maintaining compliance with applicable state regulations, including cold weather protections. Following review, the Utility Board recommended adoption of the policy by the City Council. The City Council discussed this policy on February 9, 2026. The council passed with 2 amendments added in policy, with a condition that delinquent notices are mailed to landlords by certified mail.

Subsequently, staff reviewed the steps, costs, and procedures to mail approximately 80 notices every month to landlords. Due to the complexities, costs and time involved in sending approximately 80 certified mail notices each month, staff will not be sending delinquent landlord notices by certified mail. To send certified mail would require additional mailing supplies (light green card stock), postage about $10.50/letter, and staff time assembling.

Staff believes landlords are receiving those delinquency notices each month because it receives many phone calls from landlords each month checking the payment status of tenants.

Budgetary/Fiscal Impact:
Adoption of this policy has no direct budgetary or fiscal impact. The policy formalizes existing practices and does not alter rates, fees, staffing levels, or operational procedures.

Reviewed By: Mitchell Rigelman. Public Works Director
Rob Keehn, City Administrator

Preparer: Jerome Illg

ATTACHMENTS:
Delinquent Utility Disconnection Policy-Update

Delinquent Utility Disconnection Policy

City of Lake City

1. Purpose

The purpose of this policy is to establish a clear, consistent, and lawful process for disconnecting municipal utility services due to nonpayment. The City seeks to ensure fair notice to customers, maintain safety and operational efficiency for utility personnel, and safeguard the City's financial interests while complying with applicable state laws and regulations, including cold-weather protections.

2. Scope

This policy applies to all City of Lake City utility customers receiving electric and water services. The procedures in this policy are carried out by the Utility Billing Clerk, Public Works Department, and Finance Department.

3. Billing Due Dates and Initial Delinquency

- Monthly utility bills are due on the 21st of each month.
- All customers receive a monthly utility statement mailed at the end of each month, which shows:
    - The current month's charges, and
    - Any past-due balance.
- If the City is aware that the utility account is a landlord/tenant property, a letter is sent around 5th-8th of every month to the landlord informing them of tenant's account balance(s).
- On or about the 30th of each month, any customer with an unpaid balance is mailed a written Intent to Disconnect Letter, advising them of potential disconnection.

3.1 Disconnection Timeline Explanation

Residential customers are not disconnected immediately after a missed payment. There is typically a one-to-two billing cycle delay between a missed due date and potential disconnection.

Example Disconnection Timeline (Residential Customer):

- Utility usage for May is billed at the end of May.
- Payment is due June 21.

- If unpaid, an Intent to Disconnect Letter is mailed on or about June 30.
- If payment is still not made, disconnection may occur on the first Wednesday of August.

Residential Notice Progression

- **First notice of the year:**
    - If the March 21 bill is unpaid, an Intent to Disconnect Letter is mailed around March 30 with a disconnection date of the first Wednesday in May.
- **Second notice of the year:**
    - If the April 21 bill is unpaid, Billing waits until after the May disconnection date, then mails notices with a disconnection date of the first Wednesday in June.
- **Final notice of the year:**
    - If the August 21st bill is unpaid, an Intent to Disconnect Letter is mailed after the first Wednesday of September, with a disconnection date of last Wednesday in September prior to Cold Weather Rule effective date.
- This process continues for residential customers until the Cold Weather Rule takes effect on October 1.

Commercial Customers

- Commercial customers follow the same billing and notice process; however, disconnections occur year-round, including during the Cold Weather Rule period.

Cold Weather Rule (Residential Customers)

- Residential customers will not be disconnected between October 1 and April 30.
- During this period:
    - Monthly statements continue to be mailed, and
    - Past-due reminder letters are sent in addition to the monthly statement.
- Disconnections resume after April 30 if delinquent balances remain unpaid.

4. Monthly Disconnection Schedule

- Utility service disconnections are performed on the first Wednesday of each month, except when a holiday falls on the preceding Tuesday or following Thursday, in which case disconnections move to the following week.

- Prior to January 1 each year, Billing distributes an annual disconnection calendar to:
    - Electric Supervisor
    - Public Works Administrative Assistant
    - Public Works Director
    - Utility Accountant
    - Finance Director

5. Preparation of Disconnection List

On the designated disconnection day:

- Billing reviews and posts all payments received overnight.
- Billing prepares a disconnection list containing service addresses and meter numbers only. Customer names and balances owed are not included.
- AMI (remote-disconnect) customers are not listed, as they will be disconnected remotely by Billing staff.
- The disconnection list is emailed to Public Works between 9:00 a.m. and 10:00 a.m.

6. Field Disconnection Procedures

- Public Works notifies Billing when field disconnections begin, typically by 10:00 a.m.
- After 10:00 a.m., once disconnections are underway, customers must pay the required $50 reconnection fee in addition to any delinquent balance to maintain or restore service.
- Billing staff remotely disconnect AMI customers during business hours.

6.1 Field Crew Guidance

Public Works crews shall adhere to the following requirements:
a. Disconnections must be performed promptly upon receipt of the list.
b. Crews shall not discuss payments, payment arrangements, or billing disputes with customers.
c. If a customer has a technically complex service requiring additional coordination, crews may allow a two-hour extension for payment; the reconnection fee will still apply.
d. Crews shall direct all customer account questions to City Hall. Business cards are provided for this purpose.

7. Reconnection Procedures

- Public Works notifies Billing when all disconnections are complete.
- Throughout the business day, Billing notifies Public Works of customers requiring reconnection. Public Works confirms each reconnection as it is completed.
- Before 2:45 p.m., Billing emails Public Works an updated list of customers still disconnected, including:
    - Amounts due for after-hours payments
    - AMI customers remaining disconnected
- After 3:00 p.m., on-call Public Works personnel respond to reconnection requests.
- Customers requesting after-hours reconnection must pay:
    - All past-due balances, and
    - A $200 after-hours reconnection fee.
- On or before 8:00 a.m. the following business day, Public Works informs Billing of:
    - Any reconnections completed after hours, or
    - Confirmation that no reconnections occurred.

8. Additional Procedures

- **Tenant Properties:**
  If service remains disconnected for one week with no customer contact, Billing notifies the property owner or landlord.
- **Extended Nonpayment:**
  If electric service remains disconnected for 14 days with no payment or customer contact, water service will also be disconnected.

9. Liability

The City of Lake City assumes no liability for damage or loss resulting from disconnection of utility services due to nonpayment, as authorized under this policy.

Prepared by: Mitchell Rigelman, Public Works Director
Adopted: Pending

March 9, 2026

Agenda Item Description: Retention Pond Expansion Project – Pond 301 (Coral Drive / Hillwood Drive Area)

Originating Department: Public Works

Board/Commission/Committee Action: None **Consent Agenda?:** No

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Action Requested:
Motion, _____ Second, _____ to Approve the Retention Pond Expansion Project, with the City's total contribution not to exceed $50,000.00; and approve a budget adjustment in the amount of $50,000.00 from the Stormwater Reserve Fund.

Introduction/Background/Justification/Key/Legal Issues:

Pond 301 is an existing City-owned stormwater structure located between Coral Drive and Hillwood Drive. The pond currently serves approximately 75 acres of watershed and was originally constructed under early-2000s stormwater standards.

In 2024, discussions occurred regarding expansion of this pond to:

- Increase stormwater storage and treatment capacity
- Improve drainage performance
- Provide treatment capacity for a future subdivision
- Eliminate the need to construct a separate private pond on the adjoining development property

At that time, a City contribution of $50,000 was discussed but never formally approved or budgeted.

After becoming aware of this prior understanding, staff requested engineering review to determine whether the expansion would provide measurable public benefit and qualify for MPCA water quality credit under the City's MS4 permit.

Bolton & Menk completed a concept-level assessment and their findings indicate:

- The expanded pond could be designed to meet current MS4 water quality standards.
- The project would generate approximately 132,000 cubic feet of water quality treatment volume.
- After serving the existing Jewel development and the proposed subdivision, approximately 70,700 cubic feet of excess treatment capacity could remain available as banked stormwater credits for future City projects.

These credits could be used to offset stormwater treatment requirements for future street and utility improvements where on-site mitigation is not feasible, providing long-term regulatory flexibility and reducing the likelihood of constructing additional standalone stormwater facilities.

For context, the contractor's August 2, 2024 estimate places the total project cost at approximately $179,979.00.

The City's proposed contribution remains capped at $50,000. The balance of the work would be absorbed through the broader development effort.

From a capital planning perspective, this allows the City to secure expanded stormwater infrastructure and banked MS4 treatment capacity at a cost substantially below full standalone construction value.

Final design, modeling, and formal credit documentation would be completed prior to construction to ensure compliance with MPCA standards and protection of upstream and downstream infrastructure.

This project is anticipated for the 2026 construction season.

Budgetary/Fiscal Impact:

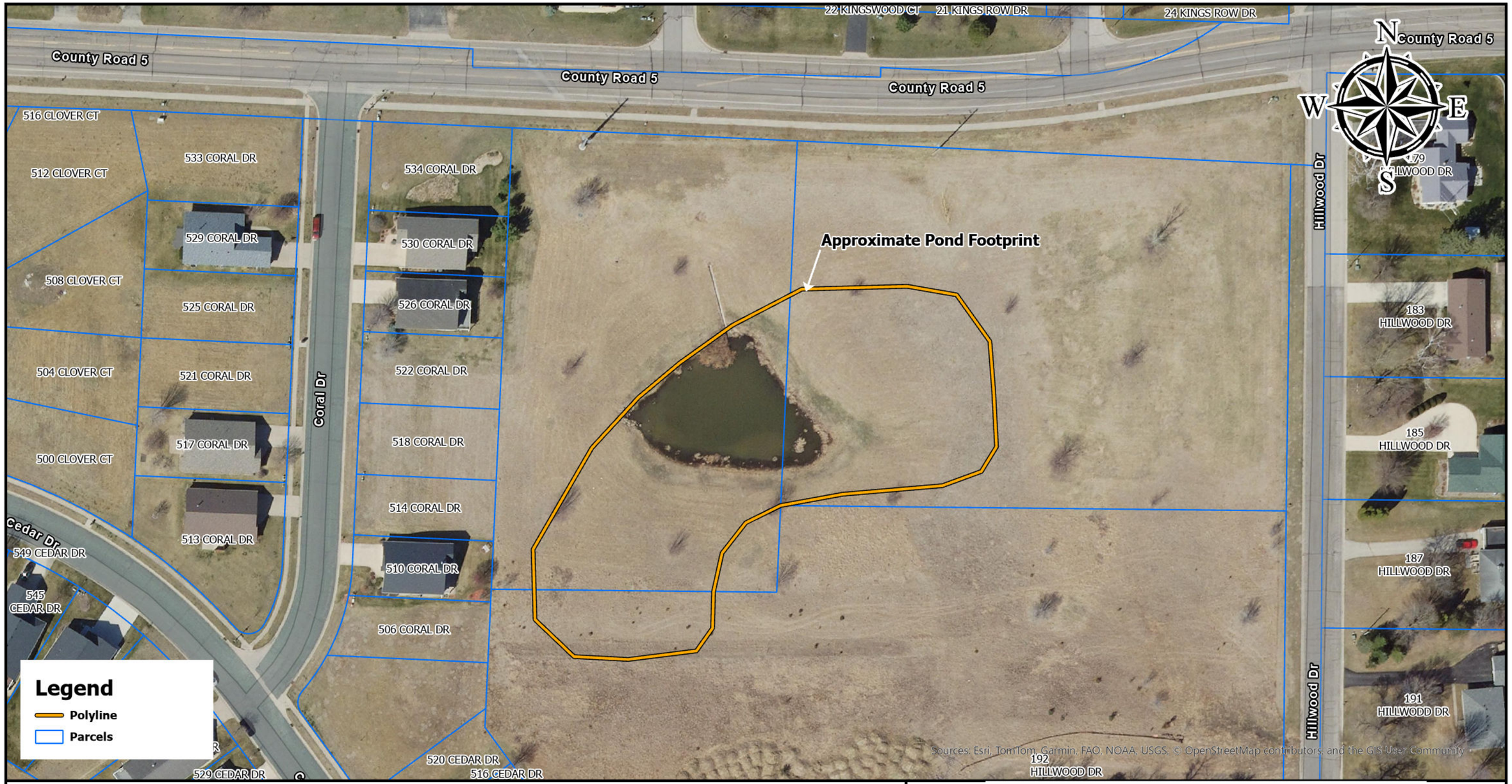
A budget adjustment of $50,000 from the Stormwater Reserve Fund is requested.

No funds will be disbursed until a formal construction agreement is approved by Council at a future meeting.

Reviewed By: Mitchell Rigelman. Public Works Director

Preparer: Mitch Rigelman

ATTACHMENTS:
Glanders Pond Overview Map
Pond Expansion Concept Assessment



Retention Pond Expansion Project

Notes:

Illustration for reference only. Actual pond layout and construction details may vary based on final field conditions and coordination with Glander Excavating.

CITY OF LAKE CITY

Sheet 1 of 1

BOLTON & MENK
Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337

Phone: (952) 890-0509
Bolton-Menk.com

February 23, 2026

To: Mitchell Rigelman – Lake City Public Works Director

From: Roberta Cronquist – Bolton & Menk

CC: Matt Mohs – Bolton & Menk

RE: Existing Stormwater Pond Expansion – Concept Assessment
City of Lake City, MN
Project No.: 26X.142233

An existing stormwater pond is located in the NW portion of Lake City south of CSAH 5 and east of Coral Drive that outlets through an existing storm drain system to the north. The existing watershed area to the pond is ~75.2 acres and includes some previously constructed developments, open space, and future developments.

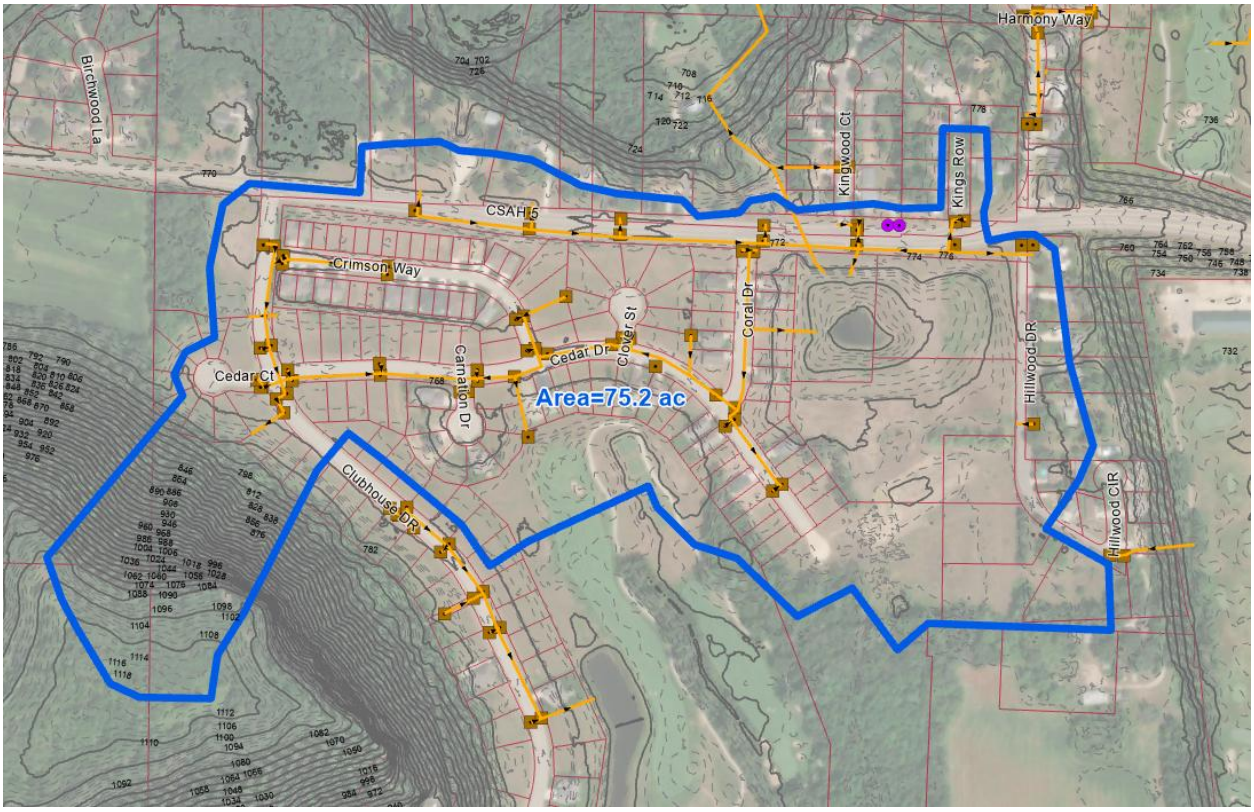


Figure 1: Existing Watershed to Pond 301
(not to scale)

A future subdivision is proposing to expand the pond to provide additional treatment for their development. The pond is located on city property. This memo assesses the preliminary potential to

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expand the pond to provide treatment for the proposed subdivision as well as improve treatment from previously developed portions of the watershed. There are several reasons for the proposed pond expansion, one of which is to create water quality credits that the city could use to offset stormwater treatment for other/future municipal projects where onsite stormwater treatment cannot feasibly be provided within the project limits.

Existing Pond

The existing pond is identified in the City's pond inventory as Pond 301 and was planned as part of the Jewel improvements which initially started construction circa 2003. See excerpts from the pond inventory attached. It is assumed based on notes on the construction plans that the pond was planned for the ultimate buildout of the Jewel subdivision(s). Also, the pond does not appear to have been constructed as originally shown on early plans for Jewel. See attached Plan Excerpts for the Golf Cottages at Jewel.

In 2003 water quality treatment requirements were outlined in Minnesota's 2003 General Construction Stormwater Permit (MN R100001, August 1, 2003) and required treatment of 0.5 inches of runoff from new impervious surfaces. This is a lower design standard than today.

Proposed Subdivision

The proposed subdivision is approximately 11.3 acres. Runoff from this area will be subject to the requirements of the current 2020 MS4 Permit (MNR040000, November 16, 2020). This permit requires treatment of 1" of runoff from new or reconstructed impervious surfaces.

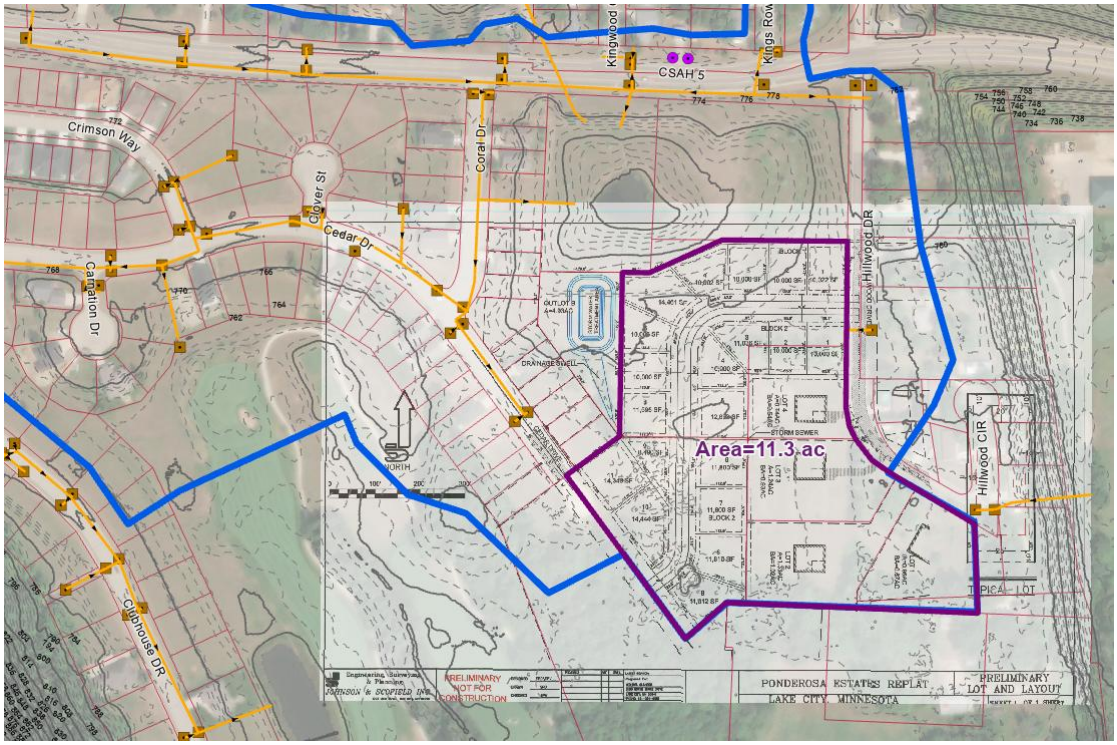

Figure 2: Proposed Subdivision
(not to scale)

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Proposed Pond Assessment

A Stormwater Wet Pond BMP requires a permanent pool of 1,800 cubic-ft per acre of contributing drainage area. Using 75.2-acres for the drainage area in this location, a pond sized for current design standards would require ~136,000 cubic feet of dead storage below the normal water level. Based on the proposed expansion concept and maintaining the current NWL of 750.0, the pond bottom elevation would need to be ~745 ft to provide adequate permanent pool volume.

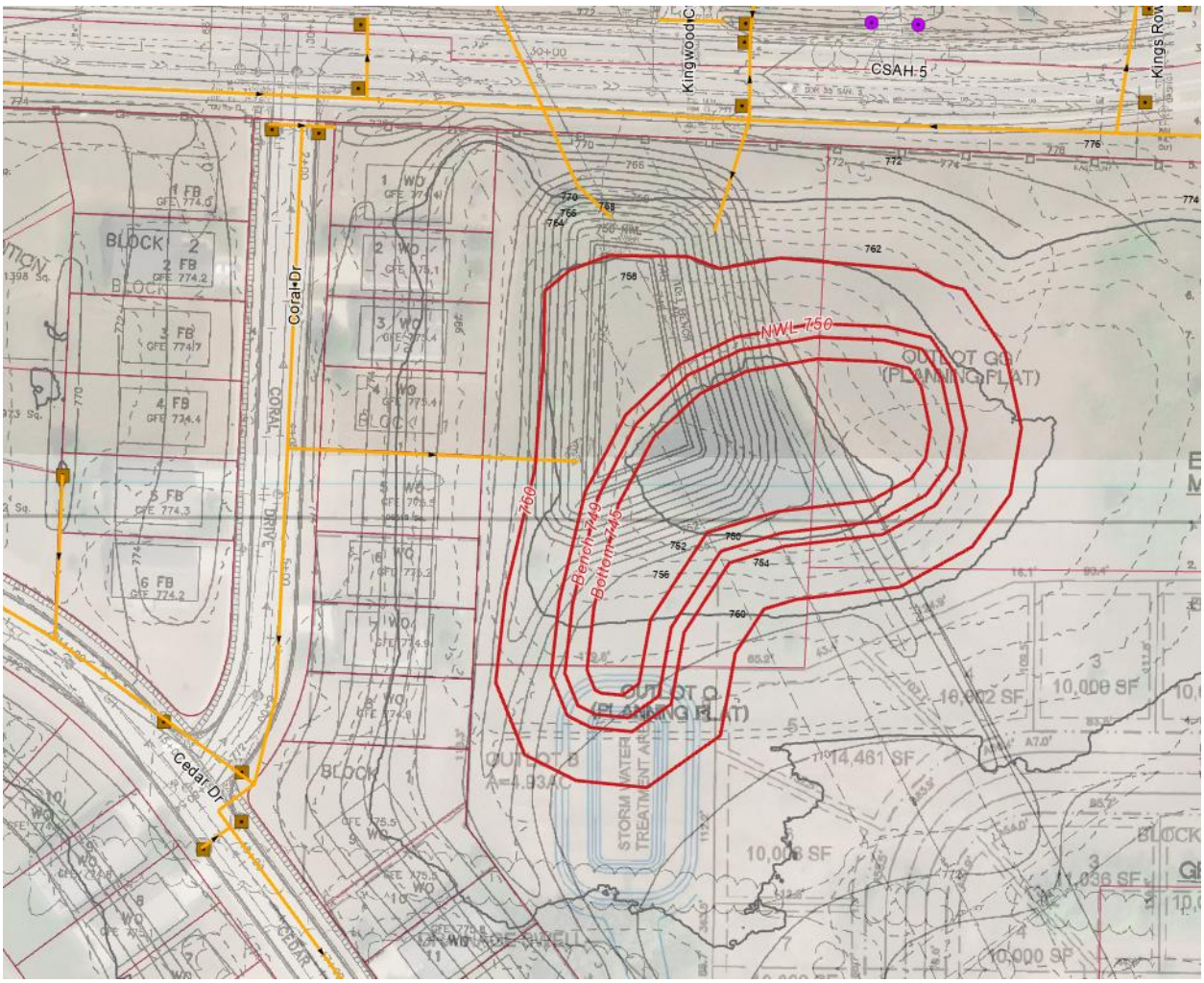

Figure 3: Proposed Concept – Pond Expansion
(not to scale – subject to revision)

The corresponding WQ elevation above the NWL would be approximately 752.4 ft, leaving ~ 5-7 feet for passing the contributing watershed with flows up to a 100-year storm event. The 100-year pond water surface elevation would need to be maintained below the existing elevation or additional modeling would be required to ensure no impacts from increases on any upstream properties or storm drain systems currently discharging to pond 301.

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Table 1: Watershed Area and Water Quality Volume Summary

		Total Watershed	Jewel Subdivision	Future Subdivision	Untreated Area
Drainage Area:	(ac)	75.2	31.4	11.2	32.6
Impervious Area:	(ac)	36.7	21.8	6.3	8.6
WQ Depth	(in)	1	0.5 *	1	- -
WQ Volume	(cuft)	133200	39600	22900	- -

** Required WQ depth at time of construction, circa 2003*

Table 2: Potential Water Quality Credit Summary

Required Permanent Pool Volume:	cuft	136000	Expanded volume
Proposed WQ Volume:	cuft	132000	Expanded volume
Jewel WQ volume	cuft	39600	used
Future Subdivision WQ volume	cuft	22900	used
% WQ Volume Used		47%	
Banked Credits =	**cuft**	**70700**	**available**
New Impervious	acres	19.5	1" WQ depth
	sq ft	848400	
Reconstructed Impervious	acres	39.0	0.5" WQ depth
	sq ft	1696800	

The banked water quality volume credits from the proposed pond expansion are computed by calculating the total WQ volume created by the expanded pond and subtracting the WQ volume already used by the existing Jewel Subdivision and the future subdivision. Once constructed, these excess water quality credits could be used by the City of Lake City to provide an offsite stormwater treatment bank for municipal projects that cannot feasibly construct stormwater treatment onsite, consistent with the MS4 permit requirements (MNR040000, November 16, 2020).

Future Considerations

The above pond calculations are approximations based on preliminary screening of available data, and concept level subdivision information and pond footprint. Final Water Quality credit calculations and banked credits are subject to change with final design of the pond expansion or the subdivision design.

Current MPCA stormwater BMP design considerations such as pre-treatment requirements and maintenance access, underlying soil types and groundwater depths, consideration of alternate storm water treatment approaches such as filtration or infiltration basins that could provide a similar water quality treatment volume, as well as monitoring future changes in MS4 permitting requirements and BMP sizing criteria may also impact final water quality credits generated by this pond expansion.

Next steps should include the following:

- Field investigations and analysis to make a final BMP type recommendation (infiltration, filtration, or wet pond BMP design)
- Develop a more in-depth grading design including forebay, pretreatment, access, and maintenance considerations.

Bolton & Menk is an equal opportunity employer.

- Develop detailed modeling and assessment of the upstream and downstream infrastructure to ensure the drainage system has adequate capacity and that pond high water levels to not pose a risk to existing homes.
- Design should include a detailed pond outlet structure, and an adequate emergency overflow (EOF) would need to be designed and analyzed to ensure adequate outlet controls for this pond.

If you have additional questions or require more information, please contact me at roberta.cronquist@bolton-menk.com or at 651-328-9870.

Attachments:

- Pond 301 Information
- Jewel Plan Excerpts
- Concept Plat
- Concept Expansion Area

Bolton & Menk is an equal opportunity employer.



STORMWATER SYSTEM OPERATION & MAINTENANCE MANUAL

For The

CITY OF LAKE CITY/JEWEL PLANNED UNIT DEVELOPMENT

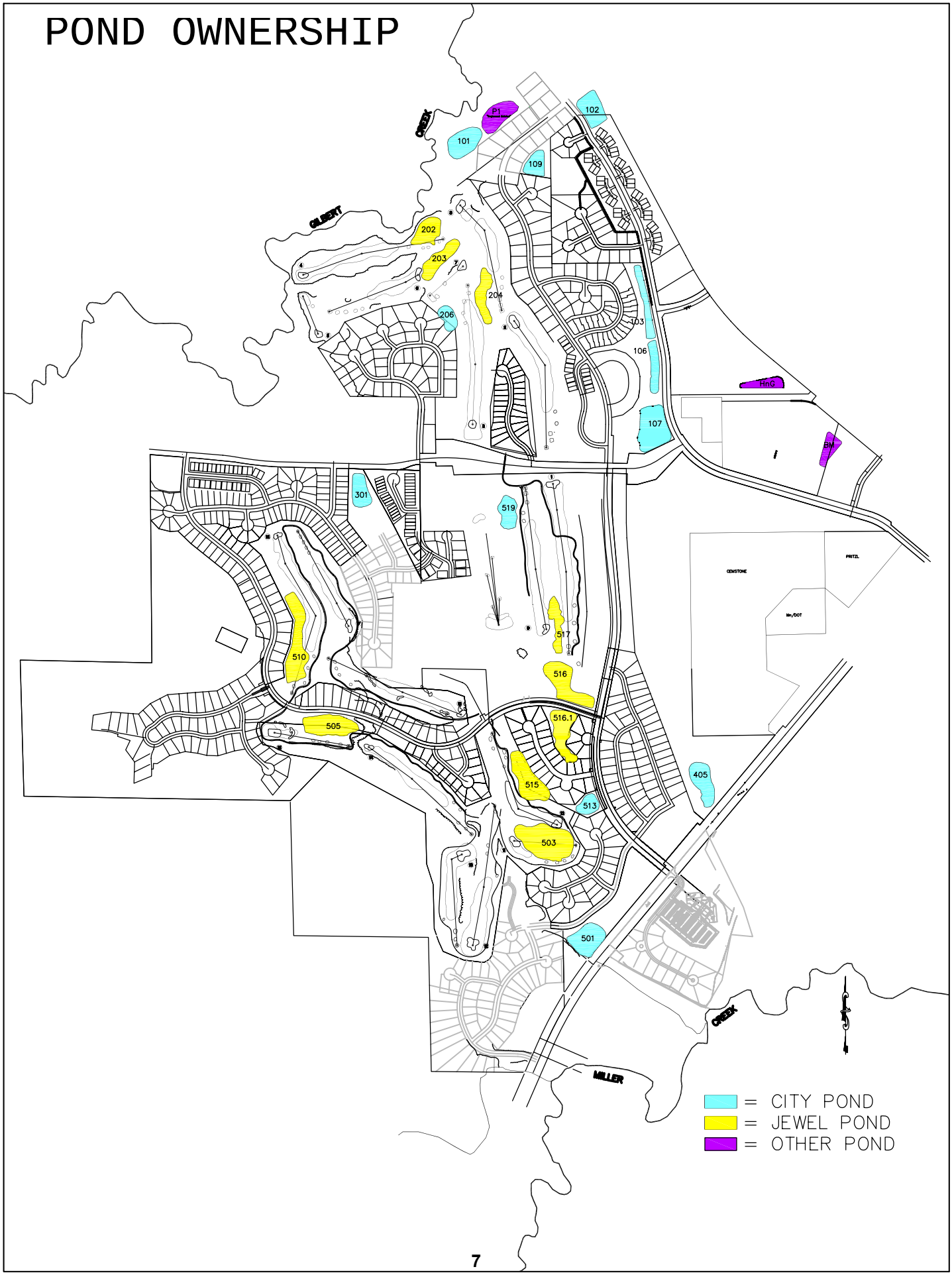
FINAL VERSION

September 11, 2006



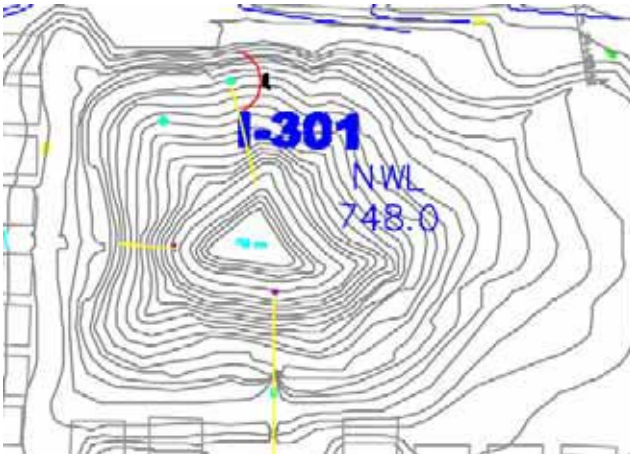
Attachment 1
Excerpts from Pond Manual

POND OWNERSHIP

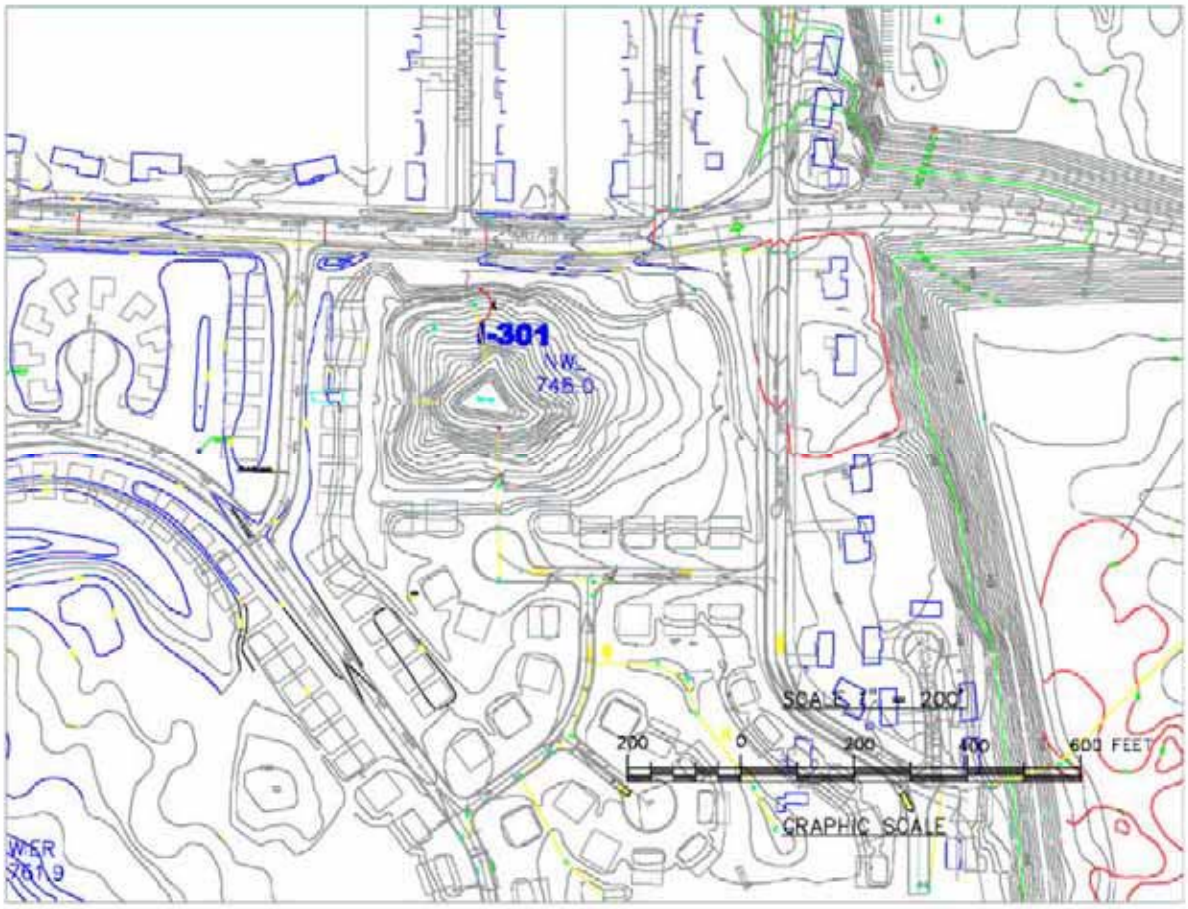


Pond 301

Basic Information



Type: Infiltration and Wet Detention
Drainage Area: 78 acres
Inlet Location and Type:
North: 24 in. Stormsewer
North: Concrete Flume
South: 48 in. Stormsewer
West: 15 in. Stormsewer
Outlet Location and Type: Outlet Manhole
Drop Structure to Orifice and Weir
Access Location: Park along Wabasha
County Road 5
Final Pond Ownership: City of Lake City
Accepted Date: __9/11/06_____
Pipe Ownership: *See Ownership agreement and/or Pipe Ownership Map*



Maintenance Schedule and Tracking

Maintenance Action	2005	2006	2007	2008	2009	2010
Weed out invasives as necessary	All	All	All	All	All	All
Remove thatch in the basin	Sp	Sp	Sp	Sp	Sp	Sp
Mow and harvest (every 3 to 5 yr adjacent to the wet pond area)	--	--	Su	--	--	Su
No fertilizer or herbicide use	All	All	All	All	All	All
Conduct prescribed burn (every 2 to 4 years alternating spring and fall)	--	--	Sp	--	--	F
Reseed bare areas as necessary	All	All	All	All	All	All
Sediment removal near inlets if sediment has accumulated or infiltration capacity has decreased	--	--	--	--	--	W

W = Winter, Sp = Spring, Su = Summer, F = Fall, All = in all seasons

Background:
Pond 301 is located in a Park, east of the intersection of Wabasha County Road 5 and Hillwood Drive. It is an infiltration basin with an area of wet detention at the center of the pond. It was planted with native vegetation. The drainage to the pond is not pretreated by any other pond, so care should be taken to watch for sedimentation of the area designed for infiltration. If sediment accumulation occurs, the sediment should be removed using methods that will avoid compaction of soils in the infiltration zone. Revegetation of disturbed or bare areas should make use of native species because their deep root systems promote infiltration.

EROSION CONTROL SCHEDULE

1. PRIOR TO ANY CONSTRUCTION OR DEMOLITION, SILT FENCE AND HAY BALES SHALL BE INSTALLED AS SHOWN TO INTERCEPT RUNOFF.
2. IMMEDIATELY FOLLOWING GRADING OF (3:1) SIDE SLOPES, WOOD FIBER BLANKET (OR OTHER SLOPE STABILIZING METHOD APPROVED BY ENGINEER) SHALL BE APPLIED OVER APPROVED SEED MIXTURE AND A MINIMUM OF 4" TOPSOIL.
3. ALL EROSION CONTROL INSTALLATIONS SHALL REMAIN IN PLACE AND BE MAINTAINED IN GOOD CONDITION BY THE CONTRACTOR UNTIL THE SITE HAS BEEN RE-VEGETATED. CONTRACTOR MAY REMOVE NECESSARY SILT FENCING/FILTERS TO CONSTRUCT ROADWAYS, WHILE MAINTAINING ADEQUATE EROSION CONTROL IN ADJACENT AREA.
4. SUFFICIENT TOPSOIL SHALL BE STOCKPILED TO ALLOW FOR THE REPLACEMENT OF 4" OF TOPSOIL FOR DISTURBED AREAS TO BE RE-VEGETATED.
5. THE CONTRACTOR SHALL SCHEDULE SITE GRADING, UTILITY INSTALLATION AND ROADWAY CONSTRUCTION SO THAT FOLLOWING INITIAL SOIL DISTURBANCE OR REDISTURBANCE, PERMANENT OR TEMPORARY STABILIZATION SHALL BE COMPLETED WITHIN SEVEN (7) CALENDER DAYS ON ALL PERIMETER DIKES, SWALES, DITCHES, PERIMETER SLOPES, AND ALL SLOPES GREATER THAN 3 HORIZONTAL TO 1 VERTICAL (3:1) AND WITHIN FOURTEEN (14) DAYS ON ALL OTHER DISTURBED OR GRADED AREAS. THE REQUIREMENTS OF THIS SECTION DO NOT APPLY TO THOSE AREAS WHICH ARE SHOWN ON THE PLAN AND ARE CURRENTLY BEING USED FOR MATERIAL STORAGE OR FOR THOSE AREAS ON WHICH ACTUAL CONSTRUCTION ACTIVITIES ARE CURRENTLY BEING PERFORMED.
6. THE GRASSES UTILIZED IN THE SEED AND SOD AREAS SHALL BE OF A SHADE TOLERANT TYPE APPROVED BY THE MINNESOTA DEPARTMENT OF TRANSPORTATION.
7. FOLLOWING CONSTRUCTION OF CATCH BASINS, HAY BALES AND SILT FENCE SHALL BE PLACED WHERE SHOWN TO LIMIT SILTATION LEADING TO THE SEDIMENT PONDS. THESE MEASURES SHALL REMAIN IN PLACE UNTIL PLACEMENT OF BITUMINOUS COURSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL SEDIMENT AND DEBRIS ENTERING THE STORM SEWER UPON COMPLETION OF THE PROJECT.

EROSION AND SEDIMENT CONTROL MAINTENANCE PROGRAM

1. INSPECT SILT FENCES IMMEDIATELY AFTER EACH RAINFALL AND AND AT LEAST DAILY DURING PROLONGED RAINFALL. IMMEDIATELY REPAIR FAILED OR FAILING SILT FENCE.
2. REPLACEMENT – FABRIC SHALL BE REPLACED PROMPTLY WHEN IT DECOMPOSES OR BECOMES INEFFECTIVE BEFORE THE BARRIER IS NO LONGER NECESSARY.
3. SEDIMENT REMOVAL – SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.

   ANY SEDIMENT REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER FABRIC IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH EXISTING GRADE, PREPARED, AND SEEDED WITH THE APPROPRIATE SEED MIX, AS DIRECTED BY THE ENGINEER.
4. REMOVAL OF SILT FENCE – SILT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPWARD SLOPING AREA HAS BEEN PERMANENTLY STABILIZED. IF THE UPWARD SLOPING AREA IS TO BE EXPOSED LONGER THAN SIX (6) MONTHS, THAT AREA SHALL BE COVERED WITH TEMPORARY VEGETATION WHEN FIRST EXPOSED.

GRADING NOTES:

1. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE REQUIREMENTS AND STANDARDS OF THE LOCAL GOVERNING AUTHORITY.
3. STATE-MANDATED EROSION CONTROL MEASURES MUST BE IMPLEMENTED AND MAINTAINED DURING CONSTRUCTION.
4. CONTRACTOR TO NOTIFY GOPHER STATE ONE 48 HOURS PRIOR TO THE START OF CONSTUCTION.
5. THE CONTRACTOR IS RESPONSIBLE TO CONTROL EROSION ALONG BLUFFS. THE CONTRACTOR SHALL CONDUCT A FIELD REVIEW OF EXISTING CONDITIONS TP VERIFY DRAINAGE PATTERNS PRIOR TO SUBMITTING BID.

LEGEND:

- 792 EXISTING CONTOUR
- 789 PROPOSED CONTOUR
- PROPOSED CATCH BASIN
- PROPOSED STORM SEWER
- STANDARD SILT FENCE
- EROSION CONTROL HAY BALES
- GRADING BY OTHERS

0' 60' 120' 180'
SCALE IN FEET

NORTH

ALLIANT ENGINEERING
INCORPORATED
233 PARK AVENUE SOUTH
SUITE 200
MINNEAPOLIS, MN 55415
(612)758-3080
(612)758-3099 FAX

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly registered Civil Engineer under the laws of the State of Minnesota

Signature

Date Registration Number

GOLF COTTAGES AT THE JEWEL
LAKE CITY, MINNESOTA
FINAL PLAT

GRADING & EROSION CONTROL PLAN

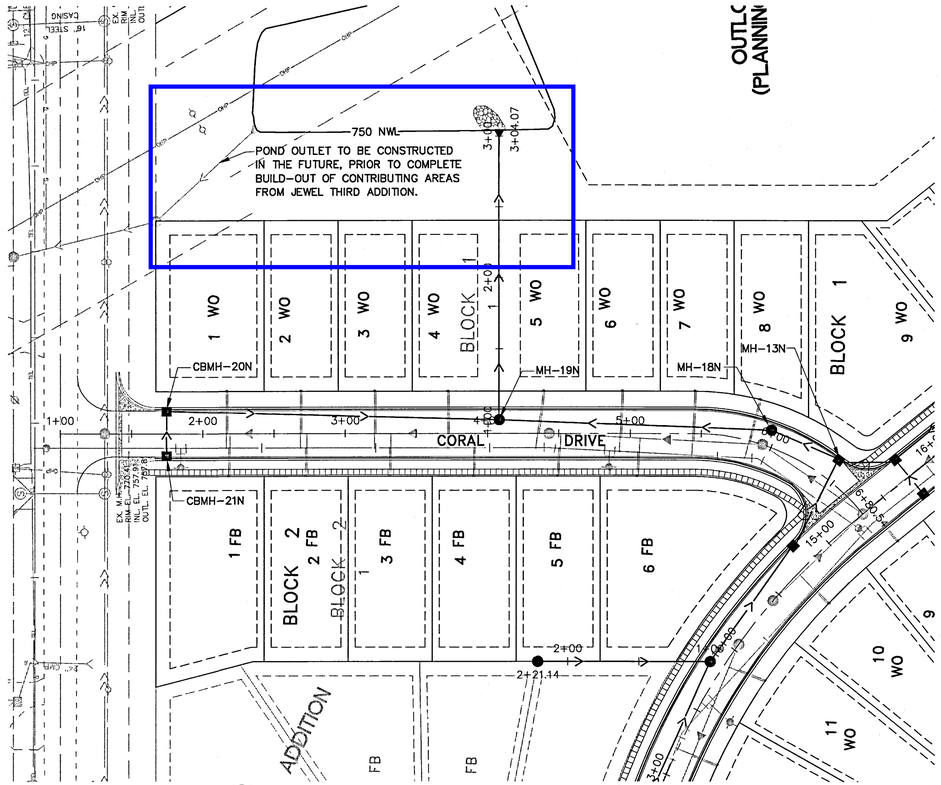
REVISIONS
2-27-03 CITY COMMENTS

DRAWN BY	JRL,GA,KAN
CHECKED BY	J.D.
DATE ISSUED	2-27-03
SCALE	60
JOB NO.	03013

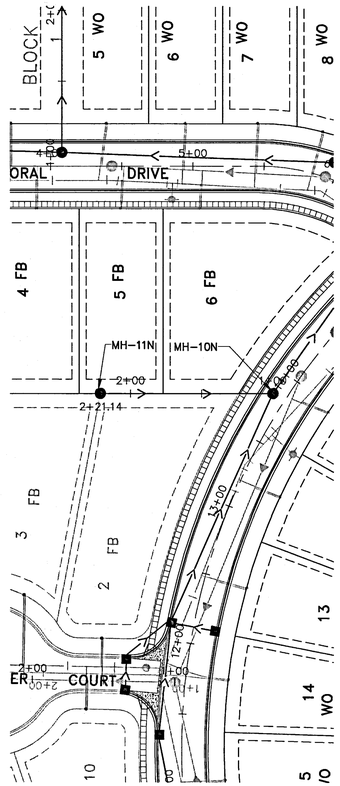
SHEET 5 OF 12

P:\alliant\Miss Jewel\03013\plan-sht\3013grad.dwg, 04/02/03 01:27:48 PM

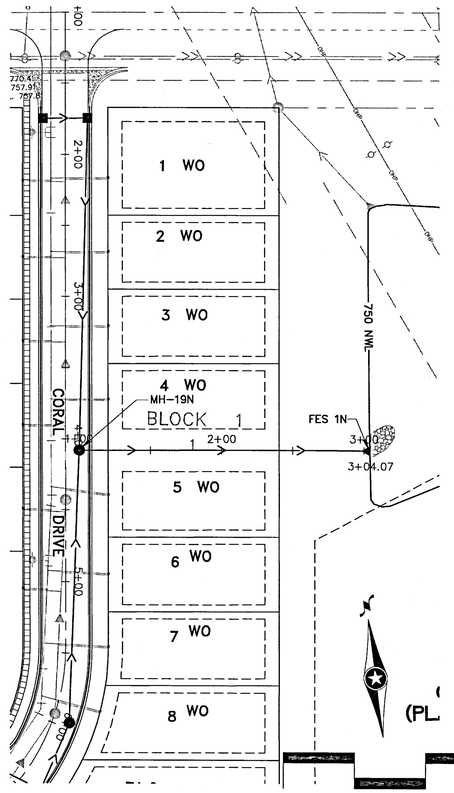
Attachment 2
Jewel Pond Original Design



CORAL DRIVE

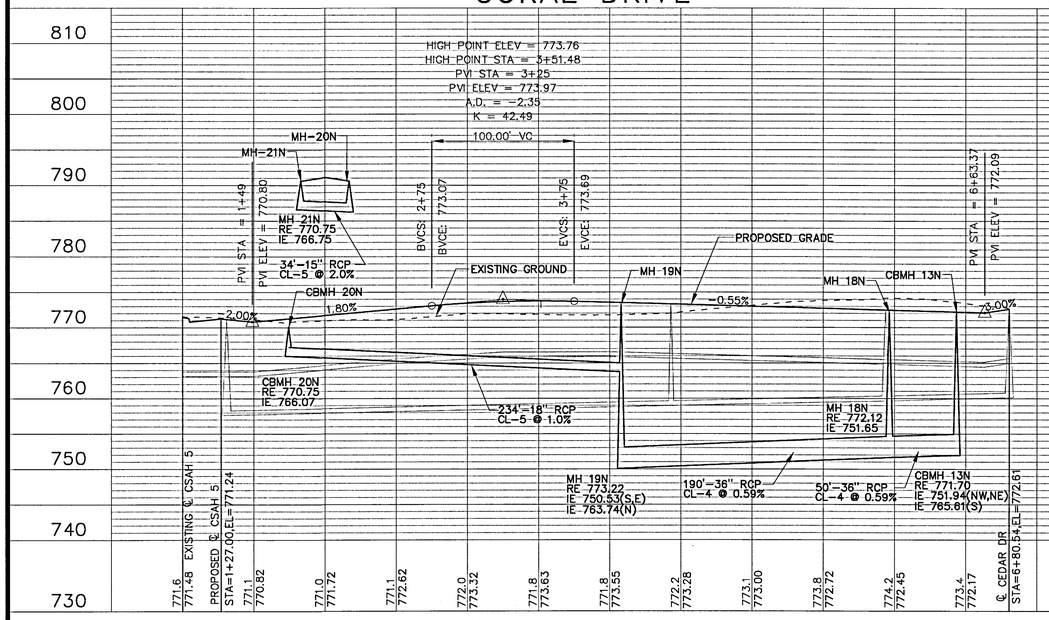


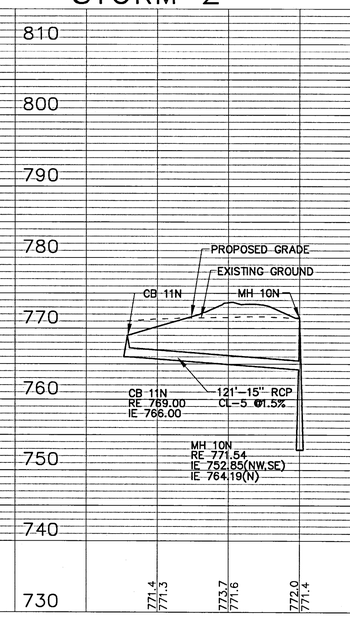
STORM 2

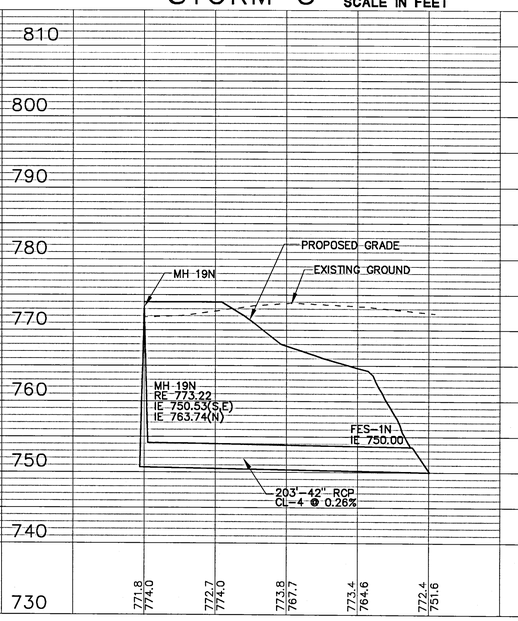


STORM 3

0' 50' 100' 150'
SCALE IN FEET







ALLIANT ENGINEERING
INCORPORATED
233 PARK AVENUE SOUTH
SUITE 200
MINNEAPOLIS, MN 55415
(612)758-3080
(612)758-3099 FAX

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly registered Civil Engineer under the laws of the State of Minnesota

Signature

Date Registration Number

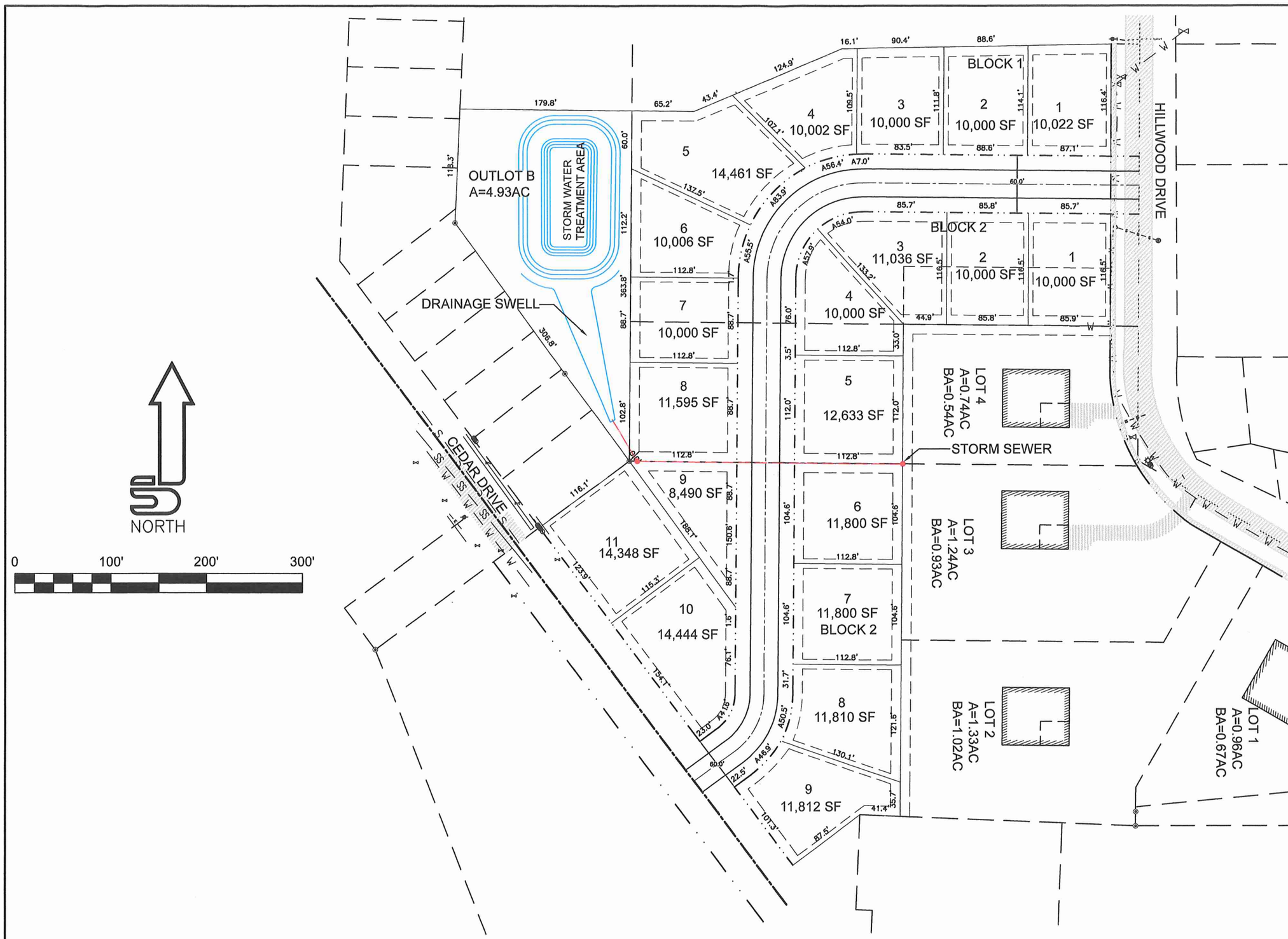
GOLF COTTAGES AT THE JEWEL
LAKE CITY, MINNESOTA
FINAL PLAT

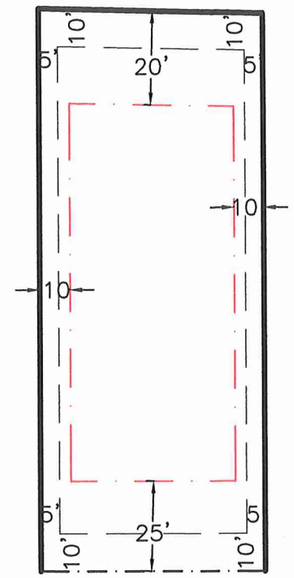
CORAL DRIVE STREET AND STORM SEWER PLAN & PROFILE

REVISIONS
2-27-03 CITY COMMENTS

DRAWN BY	JRL,GA
CHECKED BY	J.D.
DATE ISSUED	2-27-03
SCALE	50
JOB NO.	03013

SHEET 9 OF 12





TYPICAL LOT

Attachment 3
Concept Plat

Engineering, Surveying & Planning
JOHNSON & SCOFIELD INC.
1203 Main Street Red Wing, MN 55066

PRELIMINARY
NOT FOR
CONSTRUCTION

DESIGNED SPD\SPV
DRAWN SPD
CHECKED SPV

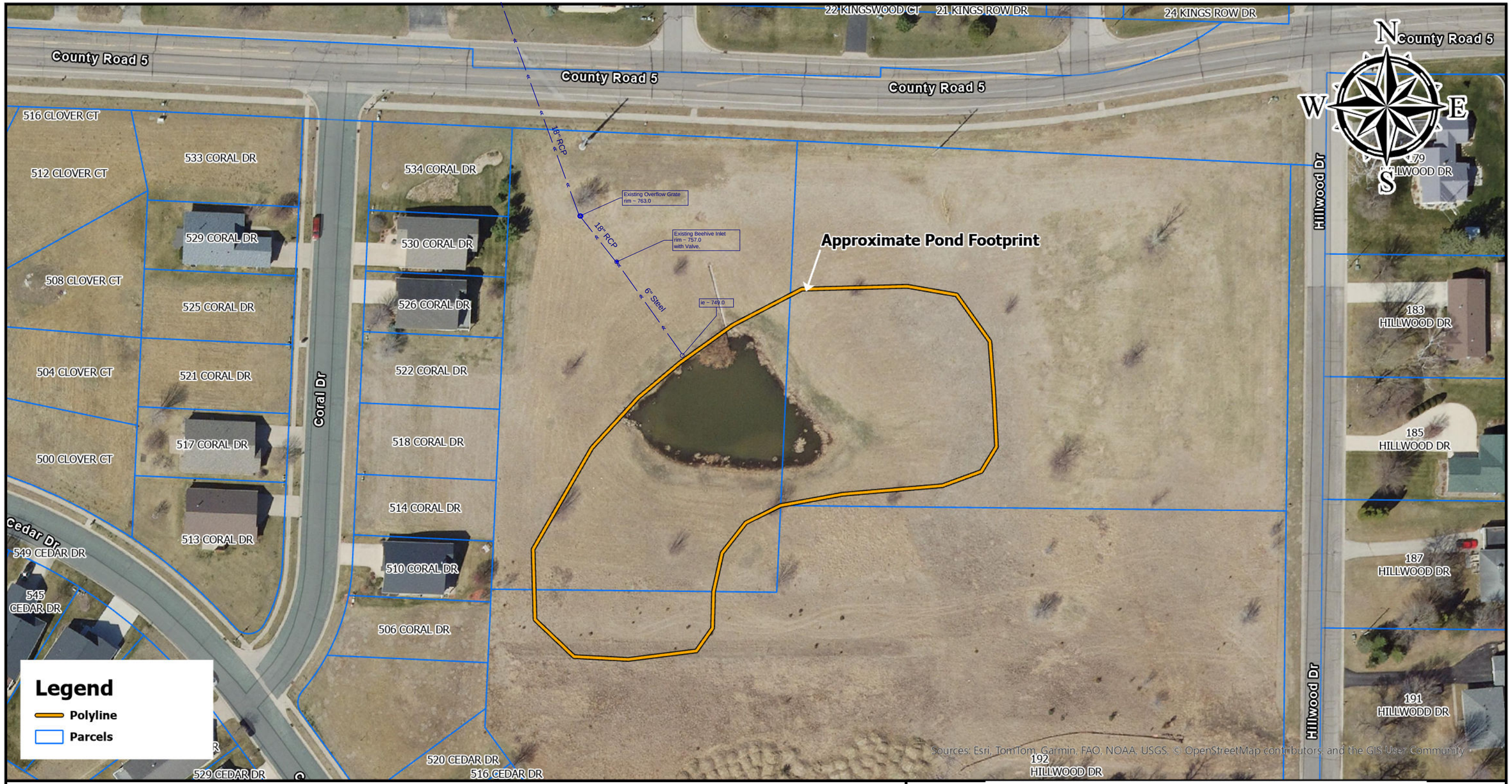
REVISED	BY	DATE

LATEST REVISION:
Prepared For:
MICHAEL GLANDER
2105 NORTH SHORE DRIVE
LAKE CITY, MN 55041
PHONE: 651-784-4459

PONDEROSA ESTATES REPLAT
LAKE CITY, MINNESOTA

PRELIMINARY LOT AND LAYOUT

SHEET 1 OF 1 SHEET



Retention Pond Expansion Project

Notes:

Illustration for reference only. Actual pond layout and construction details may vary based on final field conditions and coordination with Glander Excavating.

CITY OF LAKE CITY

Sheet 1 of 1

Attachment 4
Concept Expansion Area

March 9, 2026

Agenda Item Description: Approval of Cooperative Agreement – Lake City / Bellechester Lead Service Line Replacement

Originating Department: Public Works

Board/Commission/Committee Action: **Consent Agenda?:** No

Action Requested:
Motion, _____ Second, _____ to approve the Cooperative Agreement between the City of Lake City and the City of Bellechester for the Lead Service Line Replacement Project, with authorization for staff to make modifications as necessary to address comments from the Minnesota Public Facilities Authority.

Introduction/Background/Justification/Key/Legal Issues:
Lake City has been approved for funding through the Minnesota Public Facilities Authority (PFA) 2026 Part B Drinking Water State Revolving Fund (DWSRF) Intended Use Plan for the High Street Lead Service Line Replacement (LSL-R) Project (Project ID 1790004-01). The City has been approved for 30 services with total eligible funding of $750,000 (construction, engineering, and contingency).
The City of Bellechester has also been approved for funding under the same program (Project ID 1250006-01) for 8 services totaling $200,000.
Because both cities are represented by Bolton & Menk, Inc. and are working under similar timelines and funding requirements, the two communities propose to jointly bid and administer the projects under a cooperative agreement pursuant to Minnesota Statutes §471.59.
Under the proposed agreement:

- Lake City will hold the construction contract.
- One set of bid documents will be prepared.
- Each city will be responsible for its respective share of project costs.
- Financial tracking and payment responsibilities will remain separate.

This structure is intended to streamline bidding, improve contractor interest, and maintain compliance with PFA program requirements.
The cooperative agreement allows both communities to efficiently deliver their approved LSL-R projects while maintaining separate financial responsibility and grant eligibility.
The Minnesota Department of Health (MDH) has indicated interest in reviewing the agreement format, as this may be among the first cooperative LSL-R projects administered under the current PFA program structure.
To maintain project schedule and meet MDH submittal deadlines, staff recommends approval of the cooperative agreement with flexibility to incorporate any technical or compliance-related comments received from PFA without requiring additional Council action.

Budgetary/Fiscal Impact:
Each City will remain responsible only for its allocated project costs as approved by PFA.

Project costs are anticipated to be fully eligible for reimbursement under the PFA LSL-R funding program.
No additional local funding commitment is created by this agreement beyond the previously approved project scope.

Reviewed By: Mitchell Rigelman. Public Works Director

Preparer: Mitch Rigelman

ATTACHMENTS:
RES 26-007 Approving an Application to the MN Public Facilities Authority for LSL Replacement Project.pdf
Lake City - Bellechester LSL-R Cooperative Agreement.pdf

RESOLUTION 26-007

CITY OF LAKE CITY, MINNESOTA

A RESOLUTION APPROVING AN APPLICATION TO THE MN PUBLIC FACILITIES AUTHORITY DRINKING WATER REVOLVING FUNDING FOR A LEAD SERVICE LINE REPLACEMENT PROJECT

WHEREAS, the City of Lake City is hereby applying to the Minnesota Public Facilities Authority for a loan and/or grant from the Drinking Water Revolving Fund for a lead service line replacement project as described in the application; and

WHEREAS, the City of Lake City estimates the MPFA-Financed amount to be $750,000 or the as-bid cost of the project; and

WHEREAS, the City of Lake City has the legal authority to apply for the loan and/or grant, and the financial, technical, and managerial capacity to repay the loan and ensure proper construction, operation and maintenance of the project for its designed life.

NOW, THEREFORE, BE IT RESOLBED BY the City of Lake City Common Council that they authorize the submittal of a FY2026 Drinking Water Revolving Fund Application to the Public Facilities Authority for a Lead Service Line Replacement Project.

Resolution adopted this 9th day of March, 2026.

_____

Brian R. Quinn, Mayor

ATTEST:

_____

Michelle Seydel, City Clerk

Cooperative Agreement
City of Lake City and City of Bellechester

This agreement is between the City of Lake City ("Lake City") and the City of Bellechester ("Bellechester").

WHEREAS, Lake City is included on the Public Facility Authority's (PFA) 2026 Part B Drinking Water State Revolving Fund (DWSRF) Intended Use Plan (IUP) lead service line replacement (LSL-R) project list for High Street (Project ID 1790004-01). The City has been approved for 30 services (lead or galvanized) to be included in this replacement project for an approved funding total of $750,000 (constructions costs + engineering costs + contingency). Funding was not directly allocated for other services; and

WHEREAS, Bellechester is included on PFA's 2026 Part B DWSRF IUP lead service line replacement (LSL-R) project list (Project ID 1250006-01). The City has been approved for 8 services (lead or galvanized) to be included in this replacement project for an approved funding total of $200,000 (construction costs + engineering costs + contingency). Funding was not directly allocated for other services; and

WHEREAS, funding will be provided via the Minnesota PFA; and

WHEREAS, Lake City and Bellechester are both represented by Bolton & Menk, Inc as their City engineer; and

WHEREAS, The construction project is anticipated to begin in the Fall of 2026; and

WHEREAS, Minnesota Statutes, section 471.59 authorizes each city to enter into an agreement for the purpose of jointly implementing public improvements.

NOW, THEREFORE, the parties agree as follows:

1. Lake City will hold the construction contract. Bellechester will have the same contractual rights as Lake City regarding the construction project.

2. Bolton and Menk, Inc. will create one set of bid documents that includes both community needs identified in the Drinking Water State Revolving Fund (DWSRF) Intended Use Plan (IUP). There will be one bid opening and one contract administered.

3. Lake City and Bellechester will pay their individual share of the project costs.

4. Bolton and Menk, Inc. will administer the construction contract including Contractor payment applications. Each City's contractual financial responsibility will be tracked separately by month. Each City will be responsible for making monthly payments for their portion of the project to the Prime Contractor.

5. Bolton and Menk, Inc. will separately track and send monthly invoices to Lake City and Bellechester for their respective share of the work performed.

6. Lake City and Bellechester mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this agreement.

7. Any and all employees of Lake City, while engaged in the performance of any work or service which Lake City is specifically required to perform under this Agreement, will be considered employees of Lake City only and not of Bellechester, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act, of said employees, will be the sole obligation of Lake City.

8. Any and all employees of Bellechester, while engaged in the performance of any work or service which Bellechester is specifically required to perform under this Agreement, will be considered employees of Bellechester only and not of Lake City, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act of said employees, will be the sole obligation of Bellechester.

9. This Agreement will commence when executed by both parties and shall expire at the end of the project warranty period unless terminated earlier as provided in the termination clause.

10. This Agreement may be terminated by either party at any time, with or without cause, upon ninety (90) days written notice to the other party.

11. Each Party, its employees, agents, owners, partners, and subcontractors agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13 and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

12. Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Wabasha County, Minnesota.

13. Both parties agree to comply with the provisions of all applicable federal and state statutes and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363A.

14. Both parties shall maintain general liability insurance for their services. The parties shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year written below.

CITY OF LAKE CITY, MINNESOTA

Approved by the City of Lake City this _____ day of _____, 2026.

_____ _____

Brian R. Quinn, Mayor Michelle Seydel, City Clerk

CITY OF BELLECHESTER, MINNESOTA

Approved by the City of Bellechester this _____ day of _____, 2026.

_____ _____

Jody Gordon, Mayor Lisa Redepenning, City Clerk

March 9, 2026

Agenda Item Description: Underwood Park - DNR Outdoor Recreation Grant Program

Originating Department: Public Works

Board/Commission/Committee Action: Presented to Planning Commission **Consent Agenda?:** No
March 5, 2026

Action Requested:
Motion, _____ Second, _____ to approve the DNR Outdoor Recreational Grant application and resolution for Underwood Park ice rinks project

Introduction/Background/Justification/Key/Legal Issues:
Lake City Public Works/Parks Department is requesting approval to submit a grant to the MN Department of Natural Resources (DNR) for the Outdoor Recreation Grant Program to redevelop the current outdoor ice skating rink at Underwood Park into two ice skating rinks (on the same site). A new warming house restroom and rink lighting are also included. The current rink has a gravel base, and a mobile warming house that is not accessible. A portable restroom is currently available for skaters.

The proposed project would create concrete bases for two rinks, replacing the current gravel base rink. Concrete bases will last 30+ years, provide a better and more consistent skating surface, longer ice duration, and will require basic maintenance. One rink will be used for hockey and broomball (and open skating), with a dasher board system, and the other rink will be used for open skating. New drainage systems will direct melting ice water to an existing retention pond. The proposed heated warming house will be accessible, with an ADA compliant restroom. Rink lighting will be upgraded to LED as part of the project. The concrete bases will be used in warmer months for a variety of hard surface court activities, including basketball.

There will be no charge to skate at the new Underwood rinks, and donated skates (Peters Memorial Fund) are available for the public to use at no cost. The rinks will be open for ice skating from mid December to mid February, and can be used for other recreational activities throughout the year.

Concept plans are attached, and subject to change. The grant is due to the DNR on March 31.

Budgetary/Fiscal Impact:
The estimated project cost is $821,675. The grant requires a 1:1 match. The local match (estimated at $410,837.50) will come from the City's capital reserve.

Reviewed By: Doug Grout, Port Authority Executive Director

Preparer: Douglas Grout

ATTACHMENTS:

Site plan and warming house
Certification not suspended or debarred
Certification of no conviction of felony financial crime
Resolution 26-008 DNR Recreation Grant.docx

W Jewell Ave

985 975 965 599

22.02743.00

22.02741.00

22.02742.00

GARDENING
PLOTS

SOCCER FIELDS

UNDERWOOD PARK

600 NORTH 10TH STREET, LAKE CITY, MN 55041
11 ACRES

248'-1"
124'-0" 124'-0"

80'-0" 30'-0" 80'-0"

140'-0"

HOCKEY
RINK

SKATING
RINK

36'-6"

803'-0"

22.02744.00

WARMING HOUSE
EXISTING STORAGE
AND RESTROOM BLDG.

PLAYGROUND

PICKLE BALL
COURTS

PARKING LOT

621

N. 10TH STREET

N 10th St

601

44.445,
-92,283

22.02830.00

22.02832.00

22.02633.(

0 20 100
10 50 200

NORTH

TRImension DESIGN
100 EAST LYON AVENUE LAKE CITY, MN 55041
PHONE (651) 345-0144

These drawings, specifications,design and concepts are and shall remain the property of TRImension Design and shall not be copied, disclosed to others or used in conjunction with any other work or project in whole or in part without the written permission of TRImension Design. Visual contact with this notation shall constitute evidence of these restrictions.

DRAWN BY: CHRIS PETERSON
DATE: 17 FEB. 2026
COMMENTS:
JOB NUMBER:
REVISIONS:

WORKING DRAWINGS FOR:

THE LAKE CITY WARMING HOUSE - PRELIM

LAKE CITY MINNESOTA

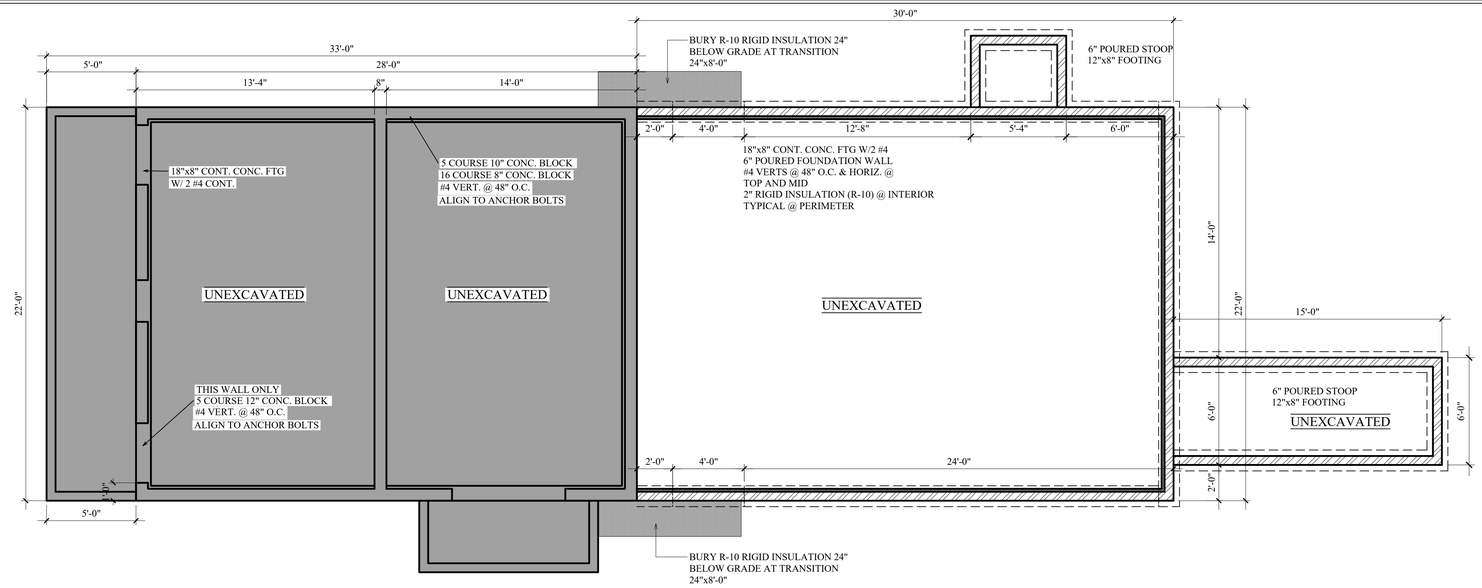
I, Christopher L. Peterson, hereby certify that this plan, specification, and/or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.

Reg. #40507

date:

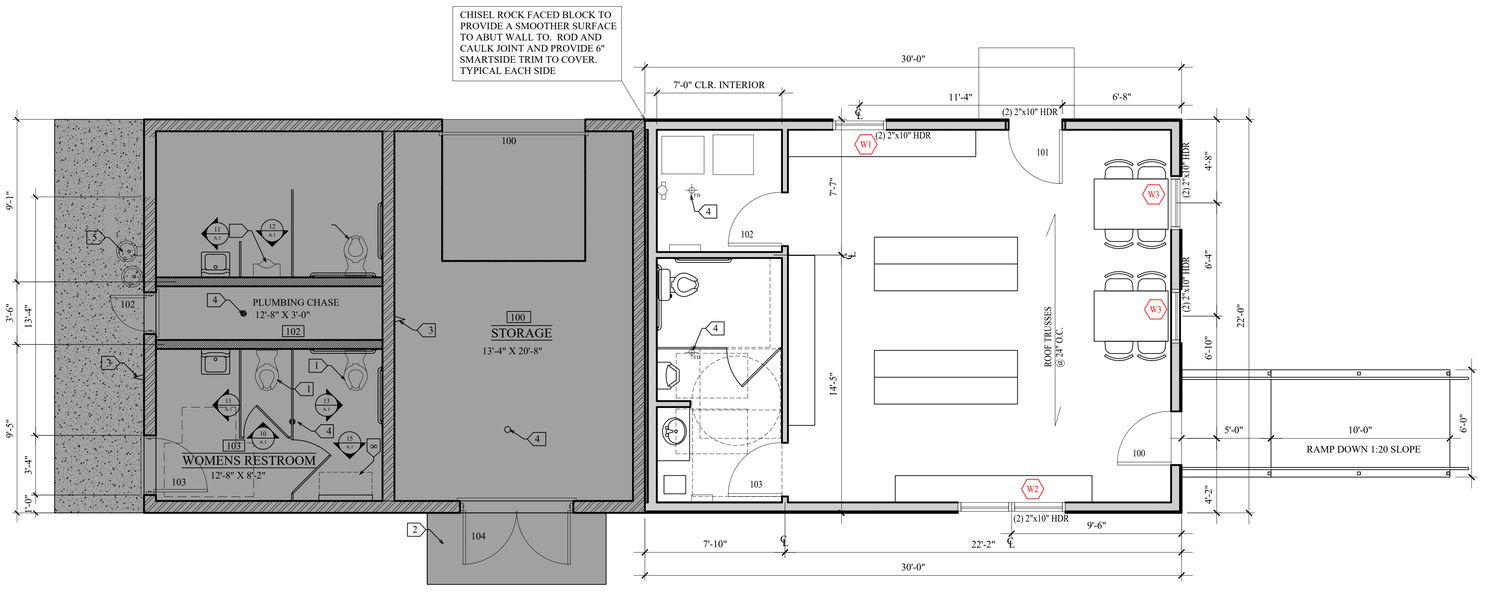
A.1

DRAWING
1 OF 4



1 A.2 FOUNDATION PLAN

1/4" = 1'-0"



2 A.2 FLOOR PLAN

1/4" = 1'-0"

NOTES:
1. SYNTHETIC 8" TRIM BOARD
2. SMARTSIDE 4" GROOVED PANEL
3. 2" SMARTSIDE TRIM W/FLASHING
4. SMARTSIDE LAP SIDING
5. CONCRETE STOOP
6. CONCRETE RAMP
7. GUTTER AND DOWNSPOUTS

TRImension DESIGN
900 EAST LYON AVENUE LAKE CITY, MN 55041
PHONE 651-345-0144

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DRAWN BY: CHRIS PETERSON
DATE: FEB. 2026
COMMENTS
JOB NUMBER:
REVISIONS:

WORKING DRAWINGS FOR:

THE LAKE CITY WARMING HOUSE - PRELIM

LAKE CITY MINNESOTA

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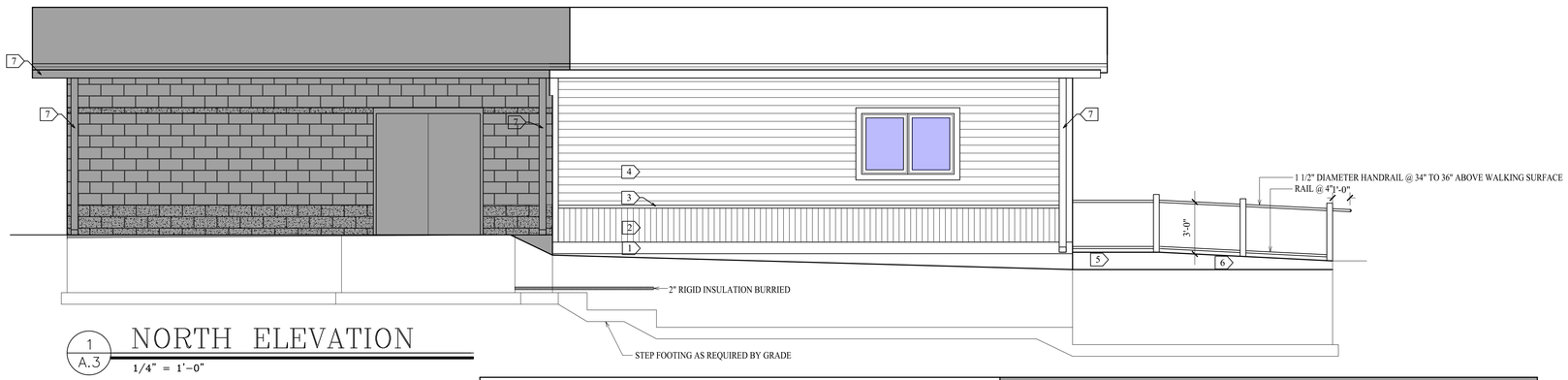
date: Reg. #40507

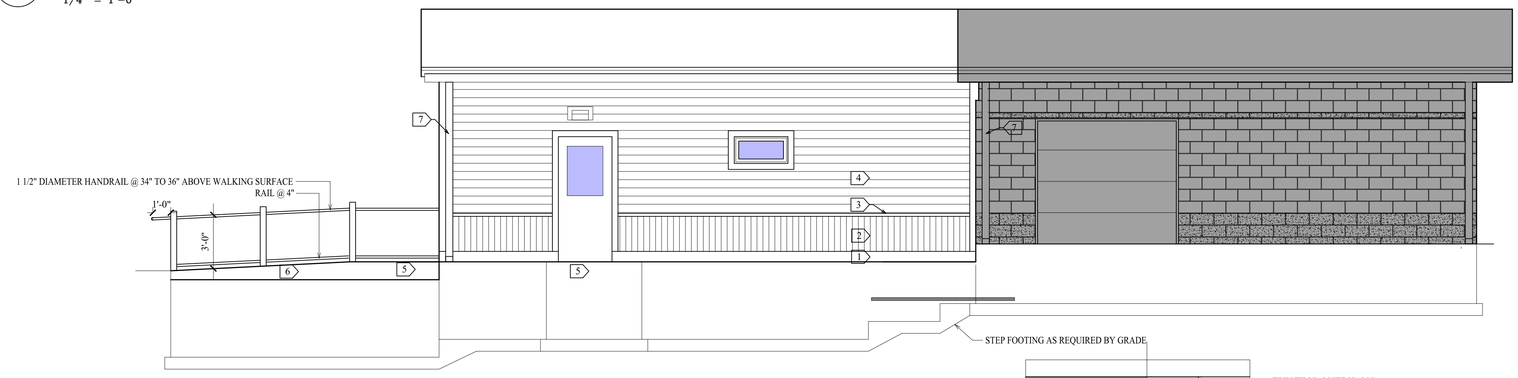
A.2

DRAWING 2 OF 4



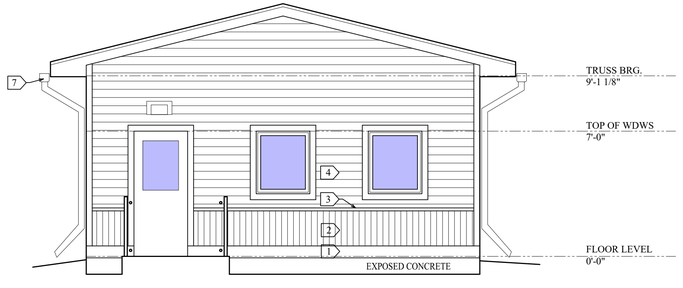
1 A.3 NORTH ELEVATION

1/4" = 1'-0"



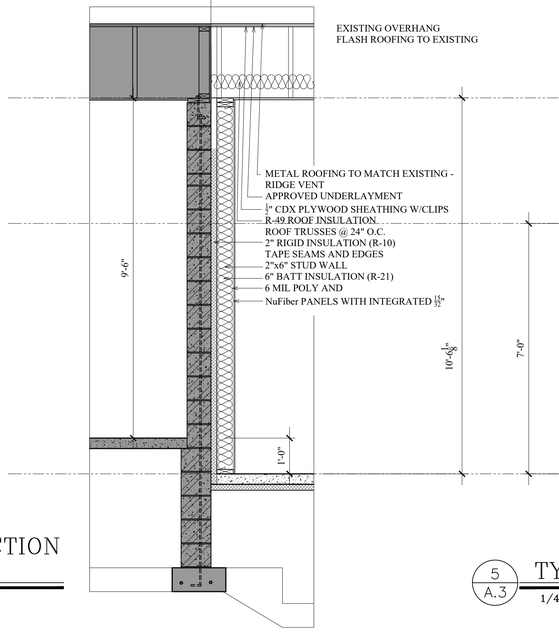
2 A.3 SOUTH ELEVATION

1/4" = 1'-0"



3 A.3 WEST ELEVATION

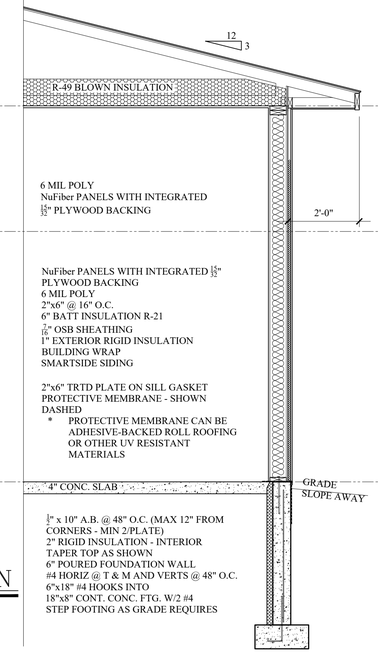
1/4" = 1'-0"



4 A.3 SECTION @ CONNECTION TO EXISTING BLDG.

1/4" = 1'-0"

CONT. RIDGE VENT
PRE-ENGINEERED WOOD TRUSSES @ 24" O.C.
1/2" CDX PLYWOOD SHEATHING
ROOFING FELT PER MANUF. SPEC.
METAL ROOFING- FOREST GREEN - VERIFY W/OWNER
MATCH EXISTING VENTED SOFFIT AND FASCIA
H1 CLIPS



5 A.3 TYPICAL SECTION

1/4" = 1'-0"

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916 EAST LYON AVENUE LAKE CITY, MN 55041
PHONE 651-345-4144

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DRAWN BY: CHRIS PETERSON
DATE: FEB. 2026
COMMENTS
JOB NUMBER:
REVISIONS:

WORKING DRAWINGS FOR:

THE LAKE CITY WARMING HOUSE - PRELIM

LAKE CITY MINNESOTA

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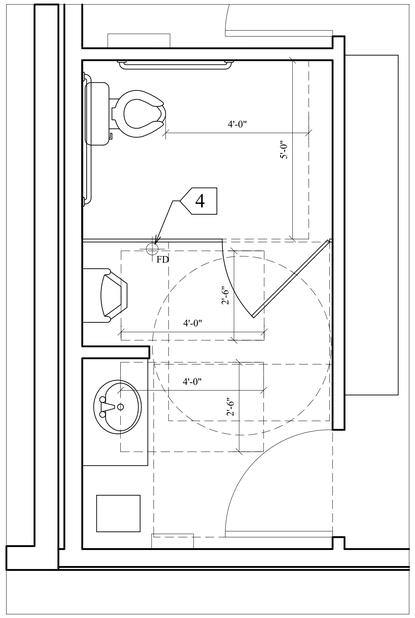
Reg. #40507

date:

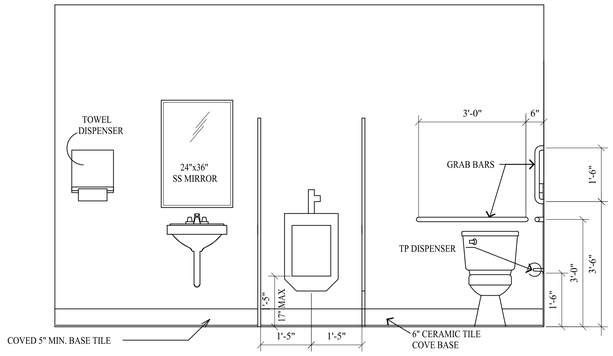
A.3

DRAWING 3 OF 4

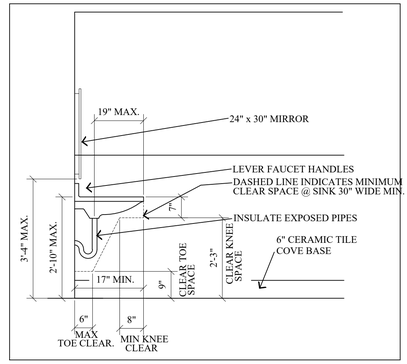


1 A.3 RESTROOM DETAIL
1/2" = 1'-0"

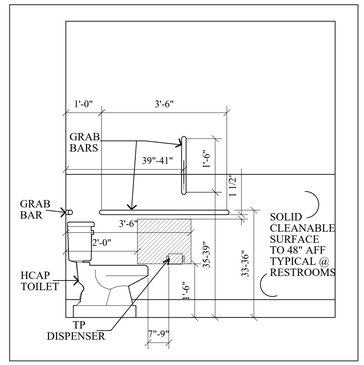
1210.2: WALLS WITHIN 2 FT OF URINALS AND WATER CLOSETS SHALL HAVE A SMOOTH, HARD, NONABSORBENT SURFACE TO A HEIGHT OF 4 FT ABOVE THE FLOOR, AND EXCEPT FOR STRUCTURAL ELEMENTS, THE MATERIALS USED IN SUCH WALLS SHALL BE OF A TYPE THAT IS NOT ADVERSELY AFFECTED BY MOISTURE.



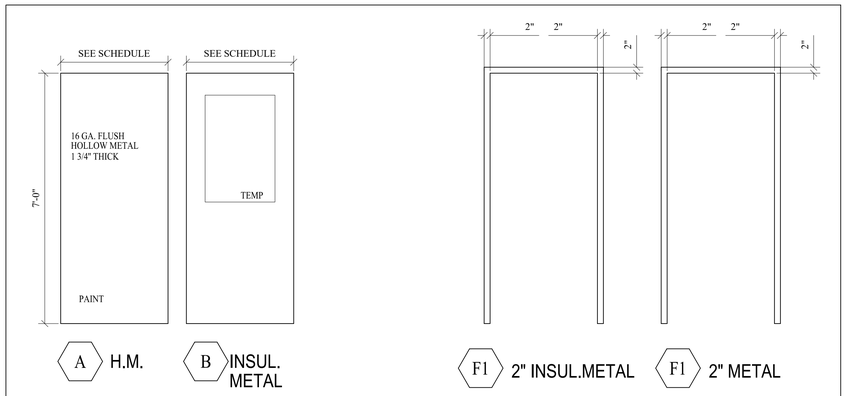
2 A.3 RESTROOM ELEVATION
1/2" = 1'-0"



3 A.3 SINK ELEVATION
1/2" = 1'-0"



4 A.3 GRAB BAR ELEVATION
1/2" = 1'-0"



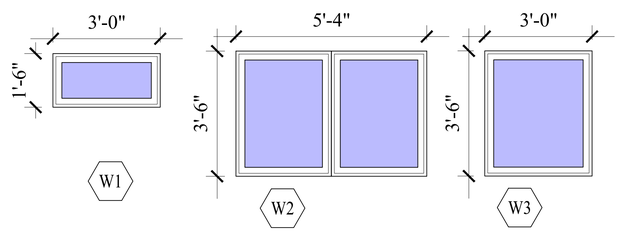
DOOR SCHEDULE

DOOR NUMBER	PAIR	DIMENSION WIDTH	DIMENSION HEIGHT	DIMENSION THICK	DOOR TYPE	DOOR GLAZ THICKNESS	FRAME TYPE	DR. & FR. LABEL	HARDWARE
100		3'-0"	7'-0"	2"	B		F1		1
101		3'-0"	7'-0"	2"	B		F1		1
102		3'-0"	7'-0"	2"	A		F2		2
103		3'-0"	7'-0"	2"	A		F2		1

HARDWARE GROUPS:

1. ADA THRESHOLD, CLOSER, WEATHER-STRIPPING, PUSH/PULL BARS, SWEEP, LOCK SET, ALWAYS OPERABLE FROM INSIDE
2. LEVER PRIVACY, CLOSER, WALL STOP

5 A.3 DOOR SCHEDULE
1/2" = 1'-0"



ALUMINUM FRAMED FIXED WINDOWS

6 A.3 WINDOW KEY
1/2" = 1'-0"

TRImension DESIGN
100 EAST LYON AVENUE LAKE CITY, MN 55041
PHONE 651-345-4144

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DRAWN BY: CHRIS PETERSON
DATE: FEB. 2026
COMMENTS
JOB NUMBER:
REVISIONS:

WORKING DRAWINGS FOR:
THE LAKE CITY WARMING HOUSE - PRELIM
LAKE CITY
MINNESOTA

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date: _____ Reg. #40507

A.4
DRAWING 4 OF 4

ATTACHMENT F: Certification not suspended or debarred

MINNESOTA

Instructions: Instructions for agencies are in **red. Delete all instructions** before issuing.

CERTIFICATION: NOT SUSPENDED OR DEBARRED BY THE STATE OF MINNESOTA OR THE FEDERAL GOVERNMENT

This form is relevant for all grants.

Grant applicant must certify to this condition required under this Grant Request for Proposal

INSTRUCTIONS: Sign below to finalize response and submit this document as part of the response to the RFP.

Office of Grants Management (OGM) Policy 08-04: *Grant Contract Agreements and Grant Award Notifications* requires that agencies must not award a grant to a vendor or grantee that has been suspended or debarred from doing business with the State of Minnesota or with the federal government.

By signing here, I warrant that my organization has not been suspended or debarred from doing business with the State of Minnesota or with the federal government.
I certify that this information is true, correct, and reliable.

The submission of inaccurate or misleading information may be grounds for disqualification from the grant contract agreement award and may subject me and my organization to suspension or debarment proceedings, as well as other remedies available to the State, by law.

Brian R. Quinn	_____	Mayor	March 9, 2026
Print Name	Signature	Title	Date

ATTACHMENT G: Certification of no conviction of felony financial crime

MINNESOTA

Instructions: Instructions for agencies are in **red**. **Delete all instructions** before issuing.

CONVICTION OF FELONY FINANCIAL CRIME BY A PRINCIPAL

This form is relevant for grants of $50,000 or more that are competitive, legislatively named, or single source.

Grant applicant must certify to this condition required under this Grant Request for Proposal.

INSTRUCTIONS: Sign below to finalize response and submit this document as part of the response to the RFP. Upload or attach an organizational chart or list of principals that you are certifying for below.

Minnesota Statutes 16B.981 Subd. 2 (6) requires that no current principals of a grantee have been convicted of a felony financial crime in the last 10 years. A principal is defined as a public official, a board member, or staff (paid or volunteer) with the authority to access funds provided by this grant opportunity or to determine how those funds are used.

By signing here, I warrant that no current principal of my organization has been convicted of a felony financial crime in the last 10 years.

I certify that this information is true, correct, and reliable.

The submission of inaccurate or misleading information may be grounds for disqualification from the grant contract agreement award and may subject me and my organization to suspension or debarment proceedings, as well as other remedies available to the State, by law.

Brian R. Quinn		Mayor	March 9, 2026
Print Name	Signature	Title	Date

RESOLUTION 26-008

CITY OF LAKE CITY, MINNESOTA

A RESOLUTION APPROVING THE UNDERWOOD PARK OUTDOOR RECREATION GRANT APPLICATION TO THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES

BE IT RESOLVED that the City of Lake City act as legal sponsor for the project contained in the Outdoor Recreation Grant application to be submitted on March 31, 2026 and that Mitchell Rigelman, Lake City Public Works Director, is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the City of Lake City.

BE IT FURTHER RESOLVED that the applicant maintains an adequate Conflict of Interest Policy and, throughout the term of the contract, will monitor and report any actual or potential conflicts of interest to the State, upon discovery.

BE IT FURTHER RESOLVED that the City of Lake City has the legal authority to apply for financial assistance, and it has the financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City of Lake City has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that the City of Lake City has or will acquire fee title or permanent easement over all the land described in the boundary map or recreational site plan included in the application.

BE IT FURTHER RESOLVED that, upon approval of its application by the State, the City of Lake City may enter into an agreement with the State for the above-referenced project, and that the City of Lake City certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE BE IT RESOLVED that MAYOR BRIAN R. QUINN is hereby authorized to execute such agreements as necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of Lake City on March 9, 2026.

_____
Brian R Quinn, Mayor

ATTEST:

_____
Michelle Seydel, City Clerk

March 9, 2026

Agenda Item Description: Downtown Lake City Rental Rehabilitation Program - Pilot Program

Originating Department: Port Authority

Board/Commission/Committee Action: None **Consent Agenda?:** No

---

Action Requested:
Motion, _____ Second, _____ to approve the Wabasha Housing Trust Fund funding grant agreement with SEMMCHRA

Introduction/Background/Justification/Key/Legal Issues:
The Port Authority Director and the Executive Director of the Southeast Minnesota Multi County Housing and Redevelopment Authority (SEMMCHRA) in Wabasha are proposing the creation of a pilot program to improve rental housing in a defined area of Downtown Lake City. SEMMCHRA has funding remaining from Wabasha County Housing Trust Fund program, which is administered by SEMMCHRA and can be used to support a variety of affordable and workforce housing initiatives. The funding would be available to the City in two $19,500 increments, and is expected to benefit 3-5 rental units.

The proposed local pilot program will provide up to $10,000 per unit in the form of a 10-year forgivable loan to Downtown Lake City rental property owners. There is a 10% property owner match requirement, and a $500 application fee. Eligible activities include fire detection systems, fixtures, flooring, paint, appliances, doors, and windows. Exterior improvements will be referred to the Lake City Facade Improvement Program.
Eligible tenant households can earn up to 80% of county area median income for Wabasha County. Rents will be set at the Housing Choice Voucher Payment Standards for Wabasha County.

Current City Revolving Loan Fund documents will be used as general templates, and customized for this program, and reviewed by the City Attorney.

Budgetary/Fiscal Impact:
SEMMCHRA will provide a $19,500 grant to the City, and when the funds are spent down, another $19,500 may be available.

Reviewed By: Doug Grout, Port Authority Director

Preparer: Douglas Grout

ATTACHMENTS:
SEMMCHRA Wabasha Housing Trust Fund funding agreement
Downtown selected project area

PROJECT COVER SHEET

2026 Funding Agreement
Wabasha County Housing Trust Fund (HTF)

Project Title
Rental Rehabilitation – Downtown Lake City MN

Grant Amount
$19,500.00

Recipient
City of Lake City
205 W. Center Street
Lake City, MN 55041
Contact: Brian R. Quinn, Mayor
Phone: 651-345-5383
Email: bquinn@ci.lake-city.mn.us

Funds Administrator
Lake City Port Authority
205 W. Center Street
Lake City, MN 55041
Contact: Doug Grout, Executive Director
Phone: 651-345-6808
Email: dgrout@ci.lake-city.mn.us

Funding Purpose
Rental rehabilitation of affordable rental housing above commercial business in Downtown Lake City MN.

Funding Period
January 1, 2026 – December 31, 2027

Disbursement Terms
Lump-sum payment of $19,500 within 10 days of budget approval.
Funds must be deposited into a restricted account.
Annual reporting required.
Mortgage recorded upon project completion to ensure repayment, if necessary, and also rent restrictions.

Reporting Requirements
Narrative and financial reports upon project completion.
Use SEMMCHRA's reporting templates.
Include receipts and updated budget.

Funding Agreement:
Lake City Rental Rehabilitation
Wabasha County Housing Trust Fund 2026 RFP

Lake City Rental Rehabilitation ($19,500)

This a Funding Agreement ("Agreement"), dated February 19, 2026, by and between City of Lake City, a local government, ("Recipient"), and Southeastern Minnesota Multi-County Housing and Redevelopment Authority, a public body, corporate and politic, under the laws of the State of Minnesota ("SEMMCHRA").

BACKGROUND

A. Funds are made available through the Wabasha County Housing Trust Fund and are administered by SEMMCHRA on behalf of Wabasha County and its taxpayers. As the designated administrator, SEMMCHRA carries a vital fiduciary responsibility and is deeply committed to the highest standards of public fund stewardship. Every effort is made by SEMMCHRA to ensure that funds are managed with the highest standards of ethics, accountability, and strategic impact in service to the community.

B. The Recipient is a local government entity. The Recipient represents that it is in good standing with the applicable laws of the State of Minnesota, and of the respective county and city in which it is located, and that it is current on all state, federal and local taxes.

C. SEMMCHRA desires to support the Recipient's mission by awarding funds ("Funds") on the basis set out in this Agreement and in the application ("Funding Plan") attached as **Exhibit A**.

D. The funds must support affordable housing in Wabasha County. Income guidelines for eligible affordable housing are 80% of area median income for rental or single-family housing rehabilitation projects, 115% of area median income for single family new construction; or meet MHFA program guidelines.

E. This is an equal housing opportunity program.

Recipient and SEMMCHRA agree as follows:

1. CORE TERMS

1.1 Funding

SEMMCHRA will award funds to the Recipient in the amount and in accordance with the schedule set out in the Funding Plan. The proceeds of these funds are to be used solely for the Funding Plan, which is described in Exhibit A, attached hereto. A detailed description of the nature and scope of the Funding Plan is described in Exhibit A, and as subsequently amended or revised, which is incorporated herein by reference. The funding must be in fiscal year 2026.

1.2 Administration And Supervision

The Recipient shall be responsible for the administration, supervision, management and project oversight that may be required for the work performed under this funding award.

1.3 Funding Period

The funding period ("Funding Period") is set out in the Funding Plan.

2. COMMUNICATION; REPORTS; RECORDS

2.1 Contact Persons

The Recipient and SEMMCHRA will each appoint one individual to act as principal contact person for notices and other communications under this Agreement as found below. The Recipient and SEMMCHRA may change its contact person at any time by written notice to the other party.

2.2 Reporting

The Recipient will provide SEMMCHRA with narrative and/or financial reports as set out in the Funding Plan.

2.3 Recordkeeping

The Recipient shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of implementing this funding award to an extent and in such detail that will accurately reflect the total cost of the Funding Plan. The Recipient shall use generally accepted accounting principles. All records shall be retained for a minimum of six (6) years after completion of the project(s). SEMMCHRA, its representative, or SEMMCHRA of Minnesota or the legislative auditor shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices relevant to the funding award.

3. FUNDS ADMINISTRATION

3.1 Funds Management
The Recipient will manage the awarded funds in accordance with applicable law, the provisions of this Agreement, and Recipient policies. The Recipient may combine the awarded funds with the Recipient's other assets for investment purposes.

3.2 Changed Circumstances
If the awarded funds are restricted to a particular program or purpose, the Recipient will notify SEMMCHRA if the Recipient determines in good faith that, because of factual or other changes in circumstances, it is no longer possible for the funds to serve their original purpose. In that case, and in cases where a portion of the funds remain unspent or unallocated upon completion of the applicable purpose, the Recipient will return the remaining funds to SEMMCHRA.

4. PAYMENT OF FUNDS

4.1 Deliverables
The Recipient is to complete a project to create or preserve greater availability of affordable housing opportunities from funds appropriated through the Wabasha County Housing Trust Fund. Costs incurred will be reimbursed in accordance with the payment schedule in the Funding Plan.

4.2 Reimbursement
The funds will be distributed to the Recipient to administer on projects described in the funding plan upon signature of this document.

5. CONTACT PERSONS

SEMMCHRA's authorized agent for the purpose of administration of this Funding Award is:

Sara Fuher, Grant Administrator
SEMMCHRA
134 East Second St
Wabasha, MN 55981
651-565-2638 x 221

The Recipient's authorized agent for the purpose of administration of this Funding Award is:

Brian R. Quinn, Mayor
City of Lake City
205 W. Center Street
Lake City MN 55041
651-345-5383

6. LIABILITY
The Recipient agrees to indemnify, save, and hold SEMMCHRA, its agents, and employees, harmless from any claims or causes of action, arising from the performance of this Funding Award by the Recipient, its agents, contractors or employees. This clause shall not be construed to bar any legal remedies the Recipient may have for SEMMCHRA's failure to fulfill its obligations under this Funding Award.

7. GENERAL PROVISIONS

7.1 Entire Agreement
This Agreement, together with the Funding Plan, expresses the final, complete, and exclusive agreement between the Recipient and SEMMCHRA, and supersedes any and all prior or contemporaneous written and oral agreements, communications, or course of dealing between the Recipient and SEMMCHRA relating to its subject matter. If there are any inconsistencies between the Funding Plan and this Agreement, this Agreement will control.

7.2 Effective Date
This funding award shall become legally effective upon such date as it is executed by SEMMCHRA and shall remain in effect until December 31, 2027, or until all obligations set forth in this Grant have been satisfactorily fulfilled, whichever occurs first.

7.3 Termination
This funding award may be terminated by the Recipient at any time with or without cause upon thirty (30) days' written notice to the other party. In the event of such a cancellation, the Recipient shall be entitled to payment determined on a pro rata basis for work or services satisfactorily performed.

7.4 Amendment
This Agreement may be amended only as stated in writing and signed by both Recipient and SEMMCHRA which recites that it is an amendment to this Agreement.

7.5 Third Party Beneficiaries
This Agreement is for the exclusive benefit of Recipient and SEMMCHRA, and not for the benefit of any third party, including, without limitation, any partner, employee, or volunteer of Recipient.

7.6 Data Disclosure
Under Minnesota Statutes, Section 270.66, and other applicable law, the Recipient consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to Federal and State tax agencies, and State personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of Federal and State tax laws which could result in action requiring the Recipient to file State tax returns and pay delinquent State tax liabilities, if any.

7.7 Governing Law
This Agreement will be governed by Minnesota law.

7.8 Force Majeure
Recipient will not be required to perform or be held liable for failure to perform if nonperformance is caused by labor strikes, work stoppages, war, hostilities, a national emergency, acts of God, epidemics, quarantines, natural disasters, power failures, or any other causes beyond Recipient's control. Recipient will notify and consult with SEMMCHRA regarding the event and how to minimize its impact, and in all cases will make commercially reasonable efforts to address the problem and carry out its obligations.

7.9 Counterparts
This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

* * * * * * * *

This Agreement was signed by the Recipient and SEMMCHRA as of the date stated in its first paragraph:

Recipient

By: _____ Date:_____
Signature

Name: Brian R. Quinn
Organization: City of Lake City
Title: Mayor

SEMMCHRA

By: _____ Date:_____
Signature

Name: Cheryl Key
Organization: SEMMCHRA
Title: Interim Executive Director

Exhibit A Funding Plan

Terms of Funding

Funding Award amount	USD $19,500.00
Payment schedule	**SEMMCHRA will make the funding award in a single lump-sum payment of $19,500 within ten (10) days after the following conditions are met:** **A. Preconditions for Disbursement:** 1. City of Lake City has submitted a current and detailed project budget to SEMMCHRA. 2. SEMMCHRA determines the budget to be satisfactory. **B. Post-Disbursement Requirements:** 1. Upon receipt of the awarded funds, Recipient shall deposit the full amount into a restricted fund designated for the project. 2. Recipient shall ensure that all expenditures from the restricted funds are properly documented and accounted for. 3. Recipient shall submit a final report to SEMMCHRA, including individual receipts for all expenses and pictures of the completed rehabilitation. A report explaining the values and lessons learned on the demonstration project will also be requested. 4. Upon each project completion, the Recipient shall record a mortgage in the amount of the funds utilized by the Recipient. This mortgage shall ensure that, if the property is sold, the amount of funds used for the project is repaid to the Recipients restricted fund. The mortgage shall include rent restrictions for a 10-year period. Any unused funds shall be returned to the Wabasha County Housing Trust Fund at the end of the funding period.
Payment account	Bank name: Bank address: Account number: ABA number: ACH number:

Use of Funds

Funding purpose	Recipient will use the funds for the rehabilitation of affordable rental units above Commercial properties in Downtown Lake City MN.
Funding period	1/1/2026 to 12/31/2027

Reporting

Timing	Recipient will deliver a report upon completion of the project as part of the disbursement of grant funds request.
Content	Each narrative report will describe the Recipient's progress on achieving the purpose of the awarded funding. Each financial report will show how the funds awarded were spent, including actual versus budgeted spending. Recipient will submit reports using SEMMCHRA's reporting template(s).

SEMMCHRA Contact Information

SEMMCHRA address	134 East Second St Wabasha, MN 55981 651-565-2638
SEMMCHRA contact person	Name: Sara Fuher Title: Grant Administrator E-mail: sara.fuher@semmchra.org Telephone: 651-565-2638 x 221

Recipient Contact Information

Recipient address	City of Lake City 205 W. Center Street Lake City MN 55041 651-345-5383
Recipient contact person	Name: Brian Quinn Title: Mayor Email: bquinn@ci.lake-city.mn.us Phone: 651-345-5383


Park St
W Jefferson St
W Jewell Ave
N Oak St
N Garden St
N Prairie St
N 6th St
N 7th St
S Oak St
W Marion St
9th St
Lake Cit
61

March 9, 2026

Agenda Item Description: Approve Extension for recording Northern Star Plat by Michael Onstad

Originating Department: Planning & Community Development

Board/Commission/Committee Action: **Consent Agenda?:** No

Action Requested:
Motion by _____ Second by _____ to approve Revised Resolution 25-034 for a five-month extension for recording the Northern Star Plat by Michael Onstad with updated conditions.

Introduction/Background/Justification/Key/Legal Issues:
The Northern Star Addition Final Plat by Michael Onstad was approved at the August 11, 2025 City Council meeting. It was to be recorded within 180 days of the approval. Due to extenuating circumstances, Mr. Onstad was unable to record the final plat by the due date. Mr. Onstad is requesting an extension to final plat recording to no later than July 9, 2026, which is a five-month extension.

Planning and Public Works met with Mr. Onstad on February 20 to discuss updating the conditions of the original plat, and to discuss requirements prior to recording the final plat. Based on that discussion, Public Works has submitted revised conditions to the final plat. Mr. Onstad has reviewed the conditions.

Budgetary/Fiscal Impact:

Reviewed By: Kristi Gross, Planning & Community Development Director
Mitchel Rigelman, Public Works Director

Preparer: Kristi Gross

ATTACHMENTS:
Michael Onstad Extension Request
Revised Resolution 25-034 Northern Star
Revised Street and Utility Recommendations Northern Star Addition

Michael Onstad
47020 Al Moore Drive
La Crescent, MN 55987

Dear Kristi, Council Members, and Mayor of Lake City,

I am writing to respectfully request an extension until July 9th, 2026, for my project associated with Parcel ID R22.00164.03.

This additional time will allow the surveyor to update the Plat to incorporate the additional information recently requested by Lake City staff, as well as provide sufficient time to finalize the details of the development agreement with City staff.

Thank you for your consideration.

Sincerely,

Michael Onstad
(507) 313-2400
mike@bridgelanding.com

REVISED-RESOLUTION NO. 25-034

CITY OF LAKE CITY, MINNESOTA

A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT FOR NORTHERN STAR ADDITION

WHEREAS, on July 14, 2025, the Lake City, City Council approved Resolution No. 25-023, A Resolution Approving an Amended Planned Unit Development General Concept Plan and Final Plan for Michael Onstad, 47020 Al Moore, Lake City, MN 55041 (the "Applicant") for the property legally described as follows:

> That part of Government Lot 1, Section 10, Township 111 North, Range 12 West, Wabasha County, Minnesota, described as follows: Commencing at the center of Section 9, Township 111 North, Range 12 West, and running thence East along the east and west quarter section line of said section, 478.8 feet to the point where said quarter section line is intersected by the extended center line of the straight portion of State Highway No. 3, as now relocated and constructed, running northwesterly and southeasterly across said section;

(the "Property"); and

WHEREAS, on June 12, 2025, the Applicant submitted a preliminary and final plat applications for the Property to be called "Northern Star Addition," a copy of which is on file in the Lake City Planning and Zoning Department (the "Application"); and

WHEREAS, the Lake City Planning Commission held a public hearing on July 8, 2025, to consider the Application and recommended to City Council approval of the preliminary and final plat; and

WHEREAS, on August 11, 2025, the City Council reviewed the preliminary and final plat; and

WHEREAS, on March 9, 2026, the City Council reviewed an extension request by Michael Onstad to extend the requirement for recording of the Final Plat.

NOW, THEREFORE, based upon the testimony elicited and information received, the City Council makes the following:

FINDINGS

1) That the procedures to apply for a preliminary and final plat as outlined in the Lake City Municipal Code, Chapter 154 have been met.

2) That the procedures for obtaining approval of a preliminary and final plat, as outlined in the Lake City Municipal Code, Chapter 154 have been met.

3) That the proposed final plat for Northern Star Addition includes plans for five residential lots based on the Onstad Amended Planned Unit Development General Concept Plan and Final Plan that was submitted by the Applicant and approved by the City Council on July 14, 2025.

4) That the proposed final plat for Northern Star Addition meets the lot dimension requirements that were set forth in the City Council's approval of the Onstad Amended Planned Unit Development General Concept Plan and Final Plan.

5) The Property's proximity to existing infrastructure including roads, water, sewer, and stormwater features, make this site suitable for residential development.

6) The proposed preliminary and final plat comply with the City's High Density Residential regulations.

7) The proposed preliminary and final plat complies with all other applicable zoning requirements, including the City's Shoreland Overlay District, storm water, sediment and erosion control, and other ordinances.

8) The proposed preliminary and final plat complies with the City's subdivision regulations.

CONCLUSIONS AND DECISION

Based on the foregoing, the Applicant's preliminary and final plat for Northern Star Addition is hereby approved, subject to the following conditions:

1) All right-of-way dedications, easements, utility plans, infrastructure installations, and grading adjustments referenced above shall be reflected on the final plat and are subject to Public Works review and approval prior to recording.

2) The Public Works revised conditions included in March 9 City Council Packet must be incorporated into the development agreement or met prior to recording of the final plat (where applicable).

3) Outlot 1 must be dedicated to the City of Lake City as public road right of way upon execution of plat and shown as such on Final Plat prior to recording.

4) The final plat shall be recorded by the Applicant with Wabasha County no later than July 9, 2026.

5) Before the execution of the final plat by City officials, the Applicant shall enter into a Development Agreement acceptable to the City Attorney and approved by the City Council that delineates who is responsible for the design, construction, and payment of the required improvements for the final plat.

Passed and duly adopted this 9th day of March, 2026, by the City Council of the City of Lake City, Minnesota.

Brian R. Quinn, Mayor

ATTEST:

Michelle Seydel, City Clerk

City of Lake City
Public Works Department
Revised Street & Utility Recommendations
Northern Star Addition (Preliminary Plat – 5 Lot Split)

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1. Street Improvements & Storm Infrastructure

A. Curb & Gutter Installation

- The City agrees to assume responsibility and costs for the installation of D412 concrete curb and gutter (valley gutter style) along the full length of the northern edge of the dedicated roadway following the approved Grading Plan.
- Installation of the curb and gutter shall occur in coordination with the City's future roadway paving project and shall be completed prior to asphalt placement to ensure proper grade alignment and surface integration.

B. Stormwater Infrastructure

- The existing stormwater pipe will be relocated to the property line within a dedicated eight (8) foot wide storm utility easement on the developer's property.
- Relocation will be performed by City forces at the City's expense.

C. Easement Requirement

- An eight (8) foot wide storm utility easement shall be dedicated where the relocated storm sewer will be installed.
- Easement alignment and legal description shall be reviewed and approved at final plat.

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2. Public Right-of-Way Dedication

- The area identified as "Outlot 1" shall be dedicated as public road right-of-way in the amount of 33' x 350' as defined in the preliminary plat.
- Final right-of-way width and legal description are subject to Public Works review prior to final plat approval.

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3. Interior Lot Line Drainage & Utility Easements

- A minimum ten (10) foot wide drainage and utility easement shall be dedicated along all interior lot lines within Block 1.
- The easement shall consist of five (5) feet on each side of each common lot line.

- No structures, retaining walls, grading alterations, fencing, or obstructions shall be permitted within these easement areas that would impede drainage or utility access.
- All easements shall be clearly depicted on the final plat.

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4. Existing Structure Encroachment Within Right-of-Way

- An existing structure extends approximately five (5) feet into the proposed dedicated right-of-way.
- The City will not require removal as a condition of plat approval.
- Dedication does not transfer ownership or maintenance responsibility of the structure to the City.
- If the structure is removed, destroyed, substantially damaged, or rebuilt, it shall not be reconstructed within the dedicated public right-of-way.
- The encroachment shall not limit the City's right to access or improve public infrastructure within the right-of-way.

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5. Future Roadway Paving Commitment

- The City acknowledges the dedicated roadway will be paved as part of a future City-led improvement project.
- The developer shall not be responsible for paving costs.
- Paving is anticipated to occur in coordination with a future adjacent City property paving project.
- The City will maintain good faith communication regarding anticipated paving timing.

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6. Water & Sanitary Sewer Service Requirements

- Each lot shall be required to have independent water and sanitary sewer service lines.
- All services shall connect to approved public infrastructure in accordance with City standards.
- A detailed utility plan showing proposed water and sanitary service locations, connection points, pipe routing, and pipe sizing shall be submitted to Public Works for review and approval.

- All new water and sewer service connections shall be inspected and approved by City staff in accordance with standard procedures to ensure proper installation and long-term system performance.

Final Plat Condition

All right-of-way dedications, easements, and utility plans referenced above shall be reflected on the final plat and are subject to Public Works review and approval prior to recording.

March 9, 2026

Agenda Item Description: Approve Budget Adjustment for Planning & Community Development

Originating Department: Planning & Community Development

Board/Commission/Committee Action: **Consent Agenda?:** No

Action Requested:
Motion by _____ Second by _____ to adjust the Planning & Community Development Budget to increase a revenue account for the FEMA grant, increase a revenue account for the matching funds, and increase an expense account for the expenditures as described in grant documents.

Introduction/Background/Justification/Key/Legal Issues:
The City of Lake City and Mobile Village has been approved for a FEMA Hazard Mitigation Grant for two 44-person precast cement storm shelters to be located at Mobile Village manufactured home park on South 7th Street. The Federal share of the grant is approximately $83,119.48 (expected to be increased with 2026 actual budget numbers) and the matching requirement of $27,706.49 Maas Companies, the owner of Mobile Village has agreed to pay. Maas Companies is currently working on a budget adjustment with FEMA based on current bids (original bids were received at the beginning of 2025). Once the budget adjustment is finalized, we will begin ordering the work to be completed. The City of Lake City is the fiscal agent for the grant. Therefore, we are requesting a revenue account increase of $83,119.48 (to be adjusted minorly with 2026 bids) and a revenue account increase of $27,706.49 (to be adjusted based on the budget increase) and an expense account increase of $110,825.97.

Budgetary/Fiscal Impact:
No net change both revenues and expenses will offset.

Reviewed By: Kristi Gross, Planning & Community Development Director
Jerome Illg, Finance Director

Preparer: Kristi Gross

ATTACHMENTS:
Mobile Village Saferoom Approval Letter
Lake City State-Local Contract Agreement

U.S. Department of Homeland Security
FEMA Region 5
536 S. Clark St. 6th Floor
Chicago, IL 60605

FEMA

February 6, 2026

Allison Farole, Director
Minnesota Department of Public Safety
Minnesota Homeland Security and Emergency Management
3925 Pheasant Ridge Dr NE
Blaine, Minnesota 55449-4512

Dear Director Farole:

Thank you for your correspondence to the U.S. Department of Homeland Security's FEMA Region 5 office. Your application for the construction of two 44-person precast cement storm shelters has been approved. Hazard Mitigation Grant Program (HMGP) funds under the disaster declaration FEMA-4797-DR-MN have been obligated for the following project site:

Subrecipient	**Application**	**Federal Share**	**Subrecipient Management Costs**
City of Lake City	4797.13-R Mobile Village Saferoom	$83,119.48	Not requested at this time

The project has been cleared under the National Environmental Policy Act and has been determined to be categorically excluded per FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01, Rev. 1. The enclosed NEMIS Project Management Report indicates the amount of funds designated for HMGP project costs. You may only draw down those funds you will disburse within three days of the draw-down date.

Should you have any questions, please have your staff contact Andrew Weeldreyer at 202-802-6926 or Andrew.Weeldreyer@fema.dhs.gov.

Sincerely,

JULIA G MCCARTHY
Digitally signed by JULIA G MCCARTHY
Date: 2026.02.06 14:35:58 -06'00'

Julia McCarthy
Acting Mitigation Division Director

CC: Kristen Dellwo, State Hazard Mitigation Officer
Brian Olson, Preparedness and Recovery Bureau Director

	State-Local Contract Agreement	Page 1 of 2

Minnesota Department of Public Safety ("State") Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190	**Grant Program:** Hazard Mitigation Grant Program DR-4797 **Contract Agreement No.:** HMGP-DR4797.13-Lake City
Sub-Recipient: Lake City 1885 Highway 61 South Lake City, MN 55041	**Contract Agreement Term:** **Effective Date:** 02/06/2026 **Expiration Date:** 05/05/2030
Sub-Recipient's Authorized Representative: Krisit Gross, Community Development Director Phone: 651-345-6807 Email: kgross@ci.lake-city.mn.us	**Contract Agreement Amount:** Original Agreement $ 83,119.48 Matching Requirement $ 27,706.49
State's Authorized Representative: Homeland Security and Emergency Management ATTN: Kristy Dellwo – State Hazard Mitigation Officer 3925 Pheasant Ridge Drive NE Blaine, MN 55449 Phone: 612-708-1382 E-mail: kristen.dellwo@state.mn.us	**Federal Funding:** CFDA/ALN: 97.039 **FAIN:** 4797DRMNP00000005 **State Funding**: None **Special Conditions**: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this contract agreement.

Term: The creation and validity of this contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this contract agreement is fully executed, the sup-recipient may claim reimbursement for expenditures incurred pursuant to the Payment clause of this contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Sup-Recipient, who is not a state employee will:
Perform and accomplish such purposes and activities as specified herein and, in the Sub-Recipient's approved Hazard Mitigation DR-4722 Application which is incorporated by reference into this contract agreement and on file with the State at 445 Minnesota Street, Suite 223. St. Paul, MN 55101-2190. The Sub-Recipient shall also comply with all requirements referenced in the Hazard Mitigation Grant Program DR-4722 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines, which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Sub-Recipient's Budget is contained in the Application, which is incorporated into this contract agreement. As stated in the Sub-Recipient's Application and Hazard Mitigation Grant Program Guidelines, the Sub-Recipient will submit a written change request for any substitution of budget items or any deviation and in accordance with the Hazard Mitigation Grant Program Guidelines. Requests must be approved prior to any expenditure by the Sub-Recipient.

Matching Requirements: (If applicable.) As stated in the Sup-Recipient's Application, the Sub-Recipient certifies that the matching requirement will be met by the Sub-Recipient.

Payment: As stated in the Sub-Recipient's Application and Hazard Mitigation Grant Program Guidance, the State will promptly pay the Sub-Recipient after the Sub-Recipient presents an invoice for the services performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Hazard Mitigation Grant Program Guidelines. Payment will not be made if the Sub-Recipient has not satisfied reporting requirements.

1. Sub-Recipient

The Sub-Recipient certifies that the appropriate person(s) have executed the State-Local contract agreement on behalf of the Sub-Recipient as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: Kristi R Gross AICP, CFM

Print Name: Kristi R Gross, AICP, CFM

Title: Planning & Community Dev. Dir.

Date: 2/10/2026

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

2. STATE AGENCY

Signed: _____

Print Name: Kevin Reed

Title: Deputy Director
(with delegated authority)

Date: 02/10/26

March 9, 2026

Agenda Item Description: Approve 2026 - 2028 IUOE labor agreement

Originating Department: City Administrator

Board/Commission/Committee Action: **Consent Agenda?:** No

Action Requested:
Motion_____, second_____, to approve the 2026 - 2028 IUOE labor agreement.

Introduction/Background/Justification/Key/Legal Issues:
Members of the IUOE Local #49 have voted to approve a tentative agreement for the 2026-2028 labor agreement terms. The changes to the agreement that impact the City are as follows:

- 3% general wage adjustment in 2026, 2027, and 2028
- Call back hours are defined in Section 10.1
- Holidays are updated to reflect addition of Juneteenth
- Additional pay for work on defined holidays listed in Section 19.4
- PTO updated to reflect all other bargaining and non-bargaining amounts
- Stipends defined: Mechanic (new), Carpentry (new), and Boiler
- 6-month period for the City to determine if a Maintenance I position will be created

These terms were discussed at the January 12, 2026, Council Workshop.

Budgetary/Fiscal Impact:
The wage increase is budgeted for 2026.

Reviewed By: Rob Keehn, City Administrator

Preparer: Robert Keehn

ATTACHMENTS:
IUOE Agreement 2026-2027-2028 Redlined

LABOR AGREEMENT

THE CITY OF LAKE CITY, MN

And

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL NO. 49

01/01/2023~~3~~*6*-12/31/2025~~5~~*8*

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LABOR AGREEMENT BETWEEN THE CITY OF LAKE CITY, MN
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 49

ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the City of Lake City, hereinafter called the EMPLOYER, and Local No. 49, International Union of Operating Engineers, hereinafter called the UNION.

The intent and purpose of this AGREEMENT is to:

1.1 Establish certain hours, wages and other conditions of employment;

1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;

1.3 Specify in writing the full and complete understanding of the parties for the duration of this Agreement.

The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication.

ARTICLE II - RECOGNITION

2.1 The EMPLOYER recognizes the UNION as the exclusive representative for all employees in a unit certified by the State of Minnesota Bureau of Mediation Services in Case No. 98-PCE-1807 as:

All full-time and part-time employees in the Street and Park Division of the City of Lake City, MN who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding office, clerical, supervisory, confidential and seasonal employees. Seasonal employees are defined as employees who are hired for a period of ten (10) calendar months or less, non-cumulative.

2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III - UNION SECURITY

In recognition of the UNION as the exclusive representative, the EMPLOYER shall:

3.1 ~~**Deduct from each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing in writing such**~~

~~deduction;~~ *The Employer agrees to deduct regular monthly Union dues in an amount designated by the Union from the pay of bargaining unit employees who authorize such a deduction in writing, and the Employer shall remit such dues directly to the Union as provided in this Article. In addition to the regular monthly Union dues, the Employer agrees to deduct a working dues assessment in the amount of one-fourth of one percent (1/4%) of the employee's regular hourly wage for all hours worked up to 40 hours per week.*

The Employer agrees to rely on a certification from the Union identifying employees who have authorized the Employer to deduct such Union dues from their wages. Such authorization will be effective until the Union notifies the Employer that an employee has changed or cancelled the employee's authorization in writing in accordance with the terms of the original authorization.

All dues money collected by the Employer through such deduction shall be remitted to the Union along with a reporting form which states the employee's name, last four digits of social security number, hours worked, and amount of working dues deducted, to the Union's office located at 2829 Anthony Lane South, Minneapolis, MN 55418 not later than the 15th day of the month following the month in which deductions were made.

~~**3.2 Remit such deduction to the appropriate designated officer of the UNION.**~~

3.~~3~~*2* The UNION may designate one employee from the bargaining unit to act as steward and shall inform the EMPLOYER in writing of such choice.

3.~~4~~*3* The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

~~**3.5 When requested to do so by the UNION, the EMPLOYER shall deduct each month from the pay of those employees not members of the UNION, a fair share that shall not exceed that provided by P.E.L.R.A.**~~

3.~~6~~*4* The EMPLOYER agrees to allow officers and representatives of the bargaining unit reasonable time off, not to exceed a total of sixteen (16) hours per year, with prior approval on two (2) days' notice and without pay, for the purpose of conducting UNION business when such time will not unduly interfere with the operations of the EMPLOYER, as determined by the Department Head.

ARTICLE IV - EMPLOYER AUTHORITY

4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this AGREEMENT.

4.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE V - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

5.1 DEFINITION OF A GRIEVANCE – A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

5.2 UNION REPRESENTATIVES – The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated.

5.3 PROCESSING OF A GRIEVANCE – It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

5.4 PROCEDURE – Grievances, as defined by Section 5.1, shall be resolved in conformance with the following procedure:

Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYEE'S supervisor as designated by the EMPLOYER. A grievance not presented within the twenty-one (21) calendar days as herein required, shall be considered waived. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the City Administrator (the EMPLOYER-designated Step 2 representative). The City Administrator shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the City Administrator's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 shall be submitted to the Minnesota Bureau of Mediation Services for nonbinding mediation pursuant to the rules of the

BMS. A grievance not resolved within (60) calendar days of the appeal to Step 3 may be appealed to Step 4 within ten (10) calendar days following the expiration of said (60) days or the date of the BMS Notice of Impasse, whichever occurs first. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration as defined herein, provided the EMPLOYEE or UNION have not commenced another legal procedure such as, but not limited to, Civil Service, Veterans Preference, Fair Employment or Discrimination. If the EMPLOYEE or UNION has elected a remedy for settlement of the grievance in some other legal process as herein described, or private litigation, other than as provided in this Step 4, the grievance shall thereafter not be subject to the herein provided arbitration procedure. The EMPLOYER and the UNION REPRESENTATIVE shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties cannot agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the Rules established by the Bureau of Mediation Services.

5.5 ARBITRATOR'S AUTHORITY

A) The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

B) The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

C) The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

5.6 WAIVER – If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION.

ARTICLE VI – DEFINITIONS

6.1 UNION: The International Union of Operating Engineers, Local No. 49

6.2 EMPLOYER: The City of Lake City.

6.3 UNION MEMBER: A member of the International Union of Operating Engineers, Local No. 49.

6.4 EMPLOYEE: A member of the exclusively recognized bargaining unit covered by this Agreement.

6.5 BASE PAY RATE: The employee's hourly pay rate exclusive of longevity or any other special allowance.

6.6 SENIORITY: Length of continuous service with the EMPLOYER.

ARTICLE VII – SAVINGS CLAUSE

7.1 This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of the AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE VIII - WORK SCHEDULES

8.1 The Employer is the sole authority in establishing work schedules.

8.2 The normal workweek shall be forty (40) hours per week, Monday through Saturday and the normal workday shall be eight (8) hours. Normal hours of work shall be between 7:00 o'clock a.m. to 5:00 o'clock p.m. as established from time to time by the Employer.

8.3 It is recognized that due to the nature of the public business performed by the Employer, it may become necessary for the Employer to establish hours of work which depart from the normal work hours as set forth above. In such instances, the workday shall remain eight (8) consecutive hours and the normal workweek five (5) consecutive days, and the Employer may schedule and require working hours other than normal hours.

8.4 Employees shall be granted one (1) ten (10) minute rest period in each half of the workday.

8.5 Employees shall be granted an unpaid lunch period during each workday, not to exceed one (1) hour. Such lunch period shall be taken at such time as may be designated by the Director. When approved by the Streets & Park Superintendent, the City can provide breakfast during night snowplowing events.

8.6 Nothing in this Article shall be construed as a guarantee of minimum number of hours of employment per day or per week.

ARTICLE IX - OVERTIME PAY

9.1 All work in excess of eight (8) hours per day or forty (40) hours per week shall be compensated for at one and one-half (1-1/2) times the EMPLOYEE'S regular straight time base pay rate.

9.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

9.3 Compensatory (Comp) Time: Employees may accumulate a maximum of sixty (60) hours comp time. The use of comp time requires the prior approval of the Department Head and shall not interfere with the regular work flow. Comp time shall not be carried over from one year to the next.

9.4 Overtime will be distributed as equally as practicably. Overtime refused by an EMPLOYEE shall, for record purposes, be considered unpaid overtime worked. Overtime will be calculated to the nearest fifteen (15) minutes.

9.5 Time taken for PTO or other paid leaves, excluding city observed holidays, will not be counted as time worked for purposes of calculating an employee's overtime under this section.

ARTICLE X - CALL BACK

10.1 An EMPLOYEE called back to work after completion of a regular shift, or on a day off, shall receive a minimum of five (5) hours at his/her regular straight time hourly rate of pay in addition to employees' actual hours worked. ~~**This Section shall not apply to any time contiguous with the beginning or ending of an EMPLOYEE'S scheduled shift.**~~ ***Any hours before 7:00 a.m. and after 5:00 p.m. shall be considered a call back.*** Call back may be accrued as comp time, subject to Section 9.3. 3.33 hours entered on timesheet equals five (5) hours of comp time for payroll purposes.

10.2 For any temporary shift change, for snow or ice removal during a 24 hour period, midnight to midnight, the Employee shall be paid the equivalent of five (5) hours pay at the Employee's regular rate of pay in addition to the Employee's regular pay for the hours worked.

ARTICLE XI – RIGHT OF SUBCONTRACT

11.1 Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered by this AGREEMENT, as long as subcontracting does not displace existing Union workers.

ARTICLE XII – DISCIPLINE

12.1 The right to employ, promote, discipline and discharge EMPLOYEES is reserved by and shall be vested in the EMPLOYER.

12.2 The EMPLOYER reserves the right to discharge any EMPLOYEE for just cause, however, the reason for such discharge shall be given in writing no later than forty-eight (48) hours after such discharge. The discharged EMPLOYEE shall be entitled to grieve his discharge pursuant to Article V.

12.3 The EMPLOYER reserves the right to discipline, for just cause, any EMPLOYEE as they see fit, including but not limited to, suspension without pay.

ARTICLE XIII – PROBATIONARY PERIODS

13.1 All newly hired or rehired employees will serve a twelve (12) month probationary period.

13.2 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER with or without cause.

13.3 At any time during the probationary period, a promoted or reassigned employee may be demoted or reassigned to the employee's previous position if vacant, or if not vacant, to another vacant position within the City, and if none, terminated as a probationary employee at the sole discretion of the EMPLOYER.

13.4 At any time during the probationary period a promoted or reassigned employee may request that they be returned to the employee's previous position, provided said position is vacant.

ARTICLE XIV – SAFETY

14.1 A safety committee will be formed to review employee and employer concerns about occupational health and safety issues. The committee will be made up of one employee member from the Union, the employee who coordinates the City's Workers' Compensation program and one member appointed by the EMPLOYER.

14.2 The City shall provide reflective winter Bibs/coat for cold weather use.

ARTICLE XV - JOB POSTING

15.1 The EMPLOYER and the UNION agree that permanent job vacancies within the bargaining unit as defined in Section 2.2 of this Agreement shall be filled based on the concept of hiring from within provided that internal applicants are qualified to fill the vacancy. The foregoing shall not limit the Employer from considering applicants from outside the current bargaining unit or not currently in the employ of the Employer. Such "outside" applicants will be considered together with the "internal" applicants based on all applicants' qualities to be considered by the Employer for the open position. If the "internal" applicant is not selected, a City official will meet with the applicant and explain why the applicant was not selected for the open position. Qualities the EMPLOYER will consider to determine whether an EMPLOYEE is qualified are skill, experience, knowledge, physical fitness, job performance records, attendance records, and development potential.

15.2 Employees filling a higher job class based on the provisions of this ARTICLE shall be subject to the conditions of ARTICLE XIII (PROBATIONARY PERIOD).

15.3 The EMPLOYER has the right of final decision in the selection from all applicants (internal and external) to fill jobs based on the consideration of the qualifications of the applicants as outlined in Section 15.1.

15.4 Job vacancies within the bargaining unit will be posted for five (5) work days so that members of the bargaining unit can be considered for such vacancies.

ARTICLE XVI - SENIORITY

16.1 Seniority will be the determining criterion for layoffs only when all the qualities the EMPLOYER will consider to determine when an EMPLOYEE is qualified as outlined in Section 15.1, are equal.

16.2 Seniority will be the determining criterion for recall when all the qualities the EMPLOYER will consider to determine whether an EMPLOYEE is qualified as outlined in Section 15.1, are equal. Recall rights under this provision will continue for twelve (12) months after layoff. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

16.3 In the event of a lay-off within the street and park division, all seasonal and part-time employees who are represented by the Union, will precede full-time employees in said lay-off.

ARTICLE XVII - SAFETY RULES & EQUIPMENT

17.1 A) The EMPLOYER shall provide the EMPLOYEES with the equipment to perform all work safely. This equipment shall be used by all EMPLOYEES at all times. Failure to use the provided equipment shall subject the EMPLOYEES to discipline. All work shall be done according to safety rules in the safest manner possible. The Employer shall pay a sum not to exceed $2~~50~~*75*.00 for boots for calendar years 202~~3~~*6*-202~~5~~*8*; said boots to be approved by the Employer as the Employer determines necessary for safety reasons for the Employee.

B) The City shall establish a policy for its required Safety equipment, its acquisition, its use, and, except as provided for in this Section, the Employer's contribution toward the cost of the equipment.

ARTICLE XVIII - HEALTH INSURANCE

18.1 EMPLOYEES shall be provided with Group Insurance.

18.2 The Employer agrees to contribute toward the cost of said insurance program per employee, on a monthly basis, an amount equal to ninety (90%) percent for individual health coverage for the term of this Agreement; an amount equal to seventy (70%) percent for individual and dependent (family) coverage for the term of this Agreement; and an amount equal to one. hundred (100%) percent of the cost of Life, AD&D and Short Term and Long Term Disability insurance during

the term of this Agreement. The premium costs exceeding the Employer's share shall be paid by the employee by payroll deduction.

18.3 One EMPLOYEE from each department may participate on a City-Wide Employee Insurance Committee for the purpose of making recommendations to the Employer for insurance coverage.

18.4 Any change in Health Insurance Benefits for any other bargaining unit operating under a current contract with Lake City, will automatically apply to this bargaining unit's contract.

ARTICLE XIX - HOLIDAYS

19.1 Employees shall receive the following holidays:

A) New Year's Eve Day
B) New Year's Day
C) Martin Luther King Jr. Birthday, 3rd Monday in January
D) President's Day, 3rd Monday in February
E) Good Friday
F) Memorial Day, last Monday in May
G) Juneteenth
~~G~~***H***) July 4th
~~H~~***I***) Labor Day
~~I~~***J***) Veteran's Day, November 11th
~~J~~***K***) Thanksgiving Day
~~K~~***L***) Friday after Thanksgiving Day
~~L~~***M***) Christmas Eve Day
~~M~~***N***) Christmas Day

19.2 Employee's required to work on holidays shall receive their regular base pay rate for the Holiday plus the overtime rate of 1-1/2 times the base pay rate for the hours worked.

19.3 Any paid holiday occurring on Sunday shall be observed on the following Monday and a holiday occurring on a Saturday shall be observed on the preceding Friday. When Christmas Day falls on a Saturday and is observed on Friday, the preceding Thursday shall be the Christmas Eve Day Holiday. When Christmas Day falls on a Sunday and is observed on Monday or when Christmas Day falls on Monday, the preceding work day will be the Christmas Eve Day Holiday. The New Year's Eve Day holiday shall be observed in the same way as the Christmas Eve Day Holiday.

19.4 In addition to any regular or premium pay provided for an Employee pursuant to the terms and conditions of this Labor Agreement, any Employee who works on a Christmas Day, December 25th, New Year's Day, January 1st, ***Memorial Day,*** ~~or~~ Independence Day***, Labor Day, or Thanksgiving Day,*** which falls on a weekend, that period from midnight on Friday to midnight on Sunday, shall be paid an additional one-half hour of regular pay for each hour worked.

ARTICLE XX -- PART-TIME EMPLOYEES

20.1 Seasonal and Part-time EMPLOYEES shall not be eligible for benefits under this AGREEMENT.

ARTICLE XXI -- PAID TIME OFF

21.1 Paid Time-Off (PTO) shall be distributed in lieu of traditional sick leave, personal days and vacation benefits.

21.2 PTO will be distributed by the following formula:

Years of employment	PTO
~~Less than 2 years~~*0 to 2 years (24 months)*	1~~32~~*44* hours
Beginning of 3 - 6 years	1~~56~~*62* hours
Beginning of 7 -10 years	180 hours
Beginning of 11 -14 years	204 hours
Beginning of 15 - 18 years	234 hours
Beginning of 19 - 22 years	252 hours
Beginning of 23 - 26 years	264 hours
Beginning of 27+ years	270 hours

21.3 Maximum PTO accrual is 800 hours. Upon separation from employment, the employee shall convert all PTO at the current rate of pay into a Health Care Savings Plan (HCSP). If the employee dies before the annual lump sum payment is remitted by the employer, the payment will be made to the employee's heirs.

21.4 Beginning the 3rd year of employment an employee is required to take a minimum of 80 hours of their earned PTO each calendar year. Employees not taking the required 80 hours PTO each calendar year beginning the 3rd year of employment shall have 80 hours, or the unused balance of hours up to 80 hours, automatically subtracted from their total at calendar year end.

21.5 Beginning the 3rd year of employment an employee may choose to receive (if available in PTO bank) up to a maximum of 80 hours as cash out from banked PTO every calendar year. This benefit is only available if employee has complied with the annual minimum 80 PTO hours required time off or retains 80 hours of banked PTO hours for the required time off per calendar year after the cash out is paid.

21.6 On implementation of PTO, existing sick leave will be "frozen" and kept for sick leave use in a separate account. If an employee requires sick leave, the employee must use 40 hours PTO per calendar year prior to using the banked sick leave.

21.7 The City will pay 100% of the cost of a long-term disability plan for all full-time and eligible part-time employees.

21.8 Eligible part-time employees shall have all benefits under PTO pro-rated by the amount of hours they work in comparison to full-time employment.

21.9 An Employee who leaves the employment of the City shall be compensated for one-half of their remaining frozen sick leave bank within 60 days of the separation of employment. An employee terminated for cause shall forfeit the sick leave bank. Upon separation of employment, the employee shall convert the following for his/her frozen sick leave balance: conversion to HCSP for medical related expenses. If the employee dies before the annual lump sum payment is remitted by the employer, the payment will be made to the employee's heirs.

21.10 The Employer's Public Employees Retirement Association (PERA) contribution shall be made while an Employee is on short-term disability, provided the Employee continues the employee contribution.

21.11 Upon implementation of PTO, existing benefits due under the old plan shall be pro-rated based on the anniversary date of employee employment.

ARTICLE XXII - TRAINING

22.1 The EMPLOYER shall pay for any EMPLOYER required training and associated expenses, except for Driver License requirements as hereafter provided.

22.2 All employees shall be required to have and maintain a Class B Commercial Driver's License with tanker and air brake endorsement subject to the following:

A) The City shall pay the difference between the cost of a Class B license & Class C license.
B) The license test may be taken during paid City/Employee time.
C) The driving test may be taken with a City vehicle.
D) Test fees shall be paid by the City.

ARTICLE XXIII - JURY DUTY

23.1 Employees will be granted a leave of absence any time they are required to report for jury duty or jury service. Employees will be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service, so long as the daily compensation for jury duty received by the employee (excluding mileage) is paid over to the EMPLOYER by the employee.

ARTICLE XXIV - MILITARY LEAVE

24.1 Any military leave of absence shall be granted as provided by State and Federal Statutes.

ARTICLE XXV - LEAVES OF ABSENCE BY STATUTE

25.1 Employees may be granted unpaid leaves of absence as provided by State and Federal Statutes.

ARTICLE XXVI - BEREAVEMENT LEAVE

26.1 Leave of absence with pay shall be allowed when death occurs in an employee's family according to the following schedule:

Six days - spouse or child of regular employee (revised 1/20/02)
Three days - mother, father, grandchild, mother-in-law, father-in-law, sister, brother, stepmother, stepfather, sister-in-law, brother-in-law (revised 1/20/02)
One day - grandparents of either wife or husband.

26.2 Pallbearers shall receive a 3-hour leave of absence with pay at straight time. Honor guards at military funerals shall receive a 3-hour leave of absence with pay at straight time.

ARTICLE XXVII - WAIVER

27.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

27.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this

AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this

AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE XXVIII - WORKING OUT OF CLASSIFICATION

28.1 Employees shall not be reduced or increased in their base pay rate when temporarily assigned to work in a lower or higher classification.

ARTICLE XXIX -- LONGEVITY

29.1 After five (5) full years of employment, an EMPLOYEE will be paid longevity pay on the first day of the sixth year of his/her employment in the amount of $208.00. On the EMPLOYEE'S anniversary date, after each full year of employment thereafter, the longevity pay will be increased in the amount of $41.60 for each full year of employment. A full year of employment shall mean full-time employment status for the entire year between anniversary dates of employment.

ARTICLE XXX -- WAGES

30.1 All classifications for job descriptions will receive wages as per Exhibit A attached hereto.

30.2 Job Classifications:

Foreman	***Grade 6***
Parks Lead/Supervisor	***Grade 4***
Maintenance II	***Grade 3***
Stipend for Boiler License	***$300.00 per month***

The City will explore a Maintenance I position development, but cannot do so prior to the execution of this contract. The City has decided to start with two new stipends. Mechanic stipend - $400.00 per month, and Carpentry stipend - $100.00 per month. The City will notify the Union within six (6) months of execution of this contract if it plans to move forward with the Maintenance I position.

Cola:

2026	***3%***
2027	***3%***
2028	***3%***

ARTICLE XXXI -- DURATION

31.1 This Agreement shall be effective from the 1st day of January, 202~~3~~*6* until the 31st day of December, 202~~5~~*8* and shall remain in full force and effect from year to year thereafter, unless either party shall give ninety (90) days written notice prior to any anniversary date of its desire to amend or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this ____ day of _____ 202~~2~~*6*.

FOR THE CITY OF LAKE CITY

_____

~~**Mark Nichols**~~ ***Brian R. Quinn***
Mayor

_____

~~**Kari Schreck**~~ ***Michelle Seydel***
City Clerk

FOR I.U.O.E., LOCAL NO. 49

_____

~~**Jason George**~~***Ryan Davies***
Business Manager

_____

Bryce Bushman
Local 49 Business Agent

_____

Josh Meyer
Union Steward

APPENDIX A - WAGES

	2026 -3%								
	1	2	3	4	5	6	7	8	9
Grade 3	28.26	29.40	30.57	31.64	32.59	33.57	34.41	35.27	35.98
Grade 4	32.51	33.80	35.15	36.39	37.48	38.60	39.57	40.56	41.36
Grade 6	36.52	37.98	39.50	40.88	42.11	43.37	44.46	45.57	46.48

	2027 -3%								
	1	2	3	4	5	6	7	8	9
Grade 3	29.11	30.28	31.49	32.59	33.57	34.58	35.44	36.33	37.06
Grade 4	33.49	34.81	36.20	37.48	38.60	39.76	40.76	41.78	42.60
Grade 6	37.62	39.12	40.69	42.11	43.37	44.67	45.79	46.94	47.87

	2028 -3%								
	1	2	3	4	5	6	7	8	9
Grade 3	29.98	31.19	32.43	33.57	34.58	35.62	36.50	37.42	38.17
Grade 4	34.49	35.85	37.29	38.60	39.76	40.95	41.98	43.03	43.88
Grade 6	38.75	40.29	41.91	43.37	44.67	46.01	47.16	48.35	49.31

Memorandum of Understanding
Central Pension Fund

This Memorandum of Agreement (MOU) is entered into between the City of Lake City and the International Union of Operating Engineers Local 49 (hereafter "Union") representing the City of Lake City Bargaining unit.

WHEREAS, the City of Lake City and the Union are parties to a collective bargaining agreement effective January 1, 2020

NOW, THEREFORE, the City of Lake City and the Union agree to the implementation of the Local 49 Central Pension Fund:

The purpose of this MOU is to assist both Labor and Management in identifying and implementing the Central Pension Fund (CPF).

1. The CPF is a supplemental Pension Fund authorized by Minnesota Statutes, §356.24, subdivision 1(10).

2. The parties agree that the agreed upon amount that would otherwise be paid in salary or wages will be contributed instead to the CPF as pre-tax employer contributions. Contributions from the City will not be funded from any source other than this wage reduction.

3. The Employer shall pay this contribution directly to the I.U.O.E. Central Pension Fund at ~~4115 Chesapeake Street NW, Washington, D.C. 20016~~*P. O. Box 223115, Pittsburgh, PA 15251-2115*.

4. A contribution of $~~2.40~~*4.80* per straight time hour worked prevents any employee's annual CPF contributions from exceeding $~~5~~*10*,000.00 in a year and therefore complies with limitations set forth under Minnesota Statute § 356.24, subd. 1(10) as amended.

5. The parties agree that the Public Employees Retirement Association interprets employer contributions to the CPF as being included in determining "salary" for the purposes of the public pension.

6. The CPF Plan of Benefits and the Agreement and Declaration of Trust will serve as the governing documents.

7. Effective (~~TBD~~*January 1, 2026*) the contribution rate equals $(~~TBD~~*.75*) per straight time hour worked.

8. Members, by majority vote, may change the contribution rate at any time during the life of this agreement. The Union and the employer will work together to implement member approved changes as soon as is practicable.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 1st day of January 202~~0~~*6*.

CITY OF LAKE CITY

By_____
~~Mark Nichols~~*Brian R. Quinn*
Mayor

By_____
~~Kari Schreck~~*Michelle Seydel*
City Clerk

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 49

By_____
~~Jason George~~*Ryan Davies*
Business Manager

By_____
Bryce Bushman
Local 49 Business Agent

By_____
Josh Meyer
Union Steward

Memorandum of Understanding
HCSP

This Memorandum of Understanding is entered into between the City of Lake City (hereafter "City") and the International Union of Operating Engineers Local 49 (hereafter "Union").

Employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statues, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee's post-employment health care savings plan account.

Employees have agreed to contribute to the Post Employment Health Care Savings Plan as described below:

All employees shall contribute $20.00 per pay period.

All employees eligible for the severance payment outlined in Article XXI-Paid Time Off of the current Collective Bargaining Agreement will contribute to the Post Employment Health Care Savings Plan as described below:

100% of employee severance to the HCSP as per Articles 21.3 and 21.9.

If the employee dies before the annual lump sum payment is remitted by the employer, the payment will be made to the employee's heirs.

This MOU will sunset on December 31, 2028.

CITY OF LAKE CITY

By_____
~~**Mark Nichols**~~***Brian R. Quinn***
Mayor

By_____
~~**Kari Schreck**~~***Michelle Seydel***
City Clerk

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 49

By_____
~~**Jason George**~~***Ryan Davies***
Business Manager

By_____
Bryce Bushman
Business Agent

By_____
Josh Meyer
Union Steward

March 9, 2026

Agenda Item Description: Consideration of allegations or charges against Robert Benson, an individual subject to the City Council's authority. This portion of the meeting will be opened to the public as requested by the individual who is the subject of the meeting.

Originating Department: City Administrator

Board/Commission/Committee Action: **Consent Agenda?:** No

Action Requested:

Introduction/Background/Justification/Key/Legal Issues:
The Personnel Committee met on February 17, 2026, to consider this item and voted (3-0) to forward the staff recommendation to the City Council.

Budgetary/Fiscal Impact:

Reviewed By: Rob Keehn, City Administrator

Preparer: Robert Keehn

ATTACHMENTS: