



**AGENDA
CITY COUNCIL - WORKSHOP
MAPLE PLAIN CITY HALL
January 12, 2026
5:30 PM**

- 1. CALL TO ORDER**
- 2. ADOPT AGENDA**
- 3. DISCUSSION**
 - A. Rainbow Park Sewer Improvements
 - B. Hennepin County Tower Lease
 - C. New City Hall Discussion
 - D. Outdoor Recreation Grant Program
 - E. City Council 2026 Chat Schedule
- 4. COUNCIL REPORTS**
- 5. FUTURE WORKSHOP TOPICS**
 - A. Parking Regulations
 - B. 5 Year CIP/Finance Plan (1-26-26 Workshop)
 - C. Gateway Blvd Pedestrian Safety & Crosswalk Modifications
- 6. ADJOURNMENT**



Executive Summary
City Council Workshop

AGENDA ITEM: Rainbow Park Sewer Improvements
PREPARED BY: Jacob Schillander, City Administrator
RECOMMENDED ACTION: Discussion

Summary:

During the summer of 2025, staff identified that the sanitary sewer line serving the bathrooms at Rainbow Park is installed at a shallow depth of approximately 3.5–4 feet. This poses a significant risk of freezing during winter months. Additionally, the sewer cleanout was not properly capped, which likely contributed to a backup issue—potentially caused by line freezing.

To address these concerns, engineering analysis recommends replacing and properly installing the sanitary service line at an appropriate depth and adding cleanouts per code. The preliminary cost estimate for this work, including site restoration, totals \$104,415 (construction, contingency, and engineering).

Further, rather than continuing to use temporary wooden boards around the bathroom and warming house, staff recommend replacing these with a permanent concrete surface for improved safety and aesthetics.

Additional Consideration

The existing sewer line runs through a vacant city-owned lot adjacent to Rainbow Park. This alignment complicates any future sale or development of the lot. Relocating the sewer line as part of this project would allow the city to market the lot for residential construction, generating potential tax base growth.



ENGINEER'S PRELIMINARY COST ESTIMATE

WARMING HOUSE

City of Maple Plain

BMI Project No.: 25X.140436

H:\MAPLEPLA_CI_MN\24X137165000\Warming House\140436_Preliminary Cost Estimate.xlsx\Eng. Prelim. Estimate (1'

8/25/2025

Item No.	Item	Estimated Quantity	Unit	Unit Price	Amount
1	MOBILIZATION	1	LUMP SUM	\$3,700.00	\$3,700.00
2	TRAFFIC CONTROL	1	LUMP SUM	\$1,000.00	\$1,000.00
3	REMOVE CONCRETE SIDEWALK	500	SQ FT	\$2.50	\$1,250.00
4	REMOVE WOOD SLAT SIDEWALK	21	SQ FT	\$5.00	\$105.00
5	REMOVE SANITARY SERVICE PIPE	125	LIN FT	\$5.50	\$688.00
6	REMOVE CONCRETE CURB & GUTTER	15	LIN FT	\$10.00	\$150.00
7	ABANDON SANITARY SERVICE PIPE	180	LIN FT	\$15.00	\$2,700.00
8	CONNECT TO EXISTING SANITARY SERVICE	1	EACH	\$1,250.00	\$1,250.00
9	CONNECT TO EXISTING SANITARY MAIN	1	EACH	\$1,576.98	\$1,577.00
10	6" SANITARY CLEANOUT	3	EACH	\$875.00	\$2,625.00
11	6" SANITARY SERVICE, SDR 26	300	LIN FT	\$57.00	\$17,100.00
12	4" CONCRETE WALK (W/6" CL 5 AGG)	600	SQ FT	\$14.00	\$8,400.00
13	8"X6" PVC WYE, SDR 26	1	EACH	\$625.00	\$625.00
14	B618 CONCRETE CURB & GUTTER	15	LIN FT	\$45.00	\$675.00
15	BITUMINOUS PARKING LOT PATCH	325	SQ YD	\$60.00	\$19,500.00
16	BITUMINOUS STREET PATCH PATCH	95	SQ YD	\$60.00	\$5,700.00
17	BITUMINOUS TRAIL PATCH	38	SQ YD	\$60.00	\$2,280.00
18	INLET PROTECTION	4	EACH	\$250.00	\$1,000.00
19	COMMON TOPSOIL BORROW	75	CU YD	\$40.00	\$3,000.00
20	HYDROSEED W/ TURF GRASS SEED	455	SQ YD	\$4.00	\$1,820.00
21	BIOLOG	200	LIN FT	\$4.00	\$800.00

				Subtotal	\$75,945.00
				10% Contingency	\$7,590.00
				Total Estimated Construction Cost	\$83,535.00
				Design, Administration and Construction Engineering	\$20,880.00
				Total Estimated Project Cost	\$104,415.00

NOTE:





Executive Summary
City Council Workshop

AGENDA ITEM: Hennepin County Tower Lease
PREPARED BY: Jacob Schillander, City Administrator
RECOMMENDED ACTION: Discussion

Summary:

The City’s antenna site lease with Hennepin County and the Metropolitan Emergency Services Board (Contract No. A-14989) expired on September 30, 2024 after a 25-year term. The County seeks renewal for continued use of the Maple Plain water tower for public safety communications equipment.

Historically, the City has received \$10,000 annually, billed quarterly, generating \$30,000 over the past three years. To our knowledge, the rent has never been increased since inception, despite CPI adjustment provisions in the original agreement.

The Metropolitan Emergency Services Board adopted a no-cost lease policy in 2005 for government-owned sites, citing mutual benefit and homeland security considerations. This policy has not previously been applied to Maple Plain.

Options for Council Consideration:

1. **Continue Paid Lease**
 - o Maintain current \$10,000 annual rent or adjust for CPI.
 - o Provides predictable revenue stream.
2. **Honor No-Cost Lease Request**
 - o Aligns with MESB policy.

- Eliminates revenue but supports regional interoperability.
 - 3. **No-Cost Lease with Equipment Offset**
 - Require County to provide free radios for City use in lieu of rent.
 - Enhances local public safety resources without direct cost.
 - 4. **Reduced Rent + Equipment Provision**
 - Lower annual rent and require radios for City.
 - Balances revenue with operational benefit.
-

Policy Considerations:

- Original lease allowed CPI-based increases every five years; none were implemented.
 - No-cost lease aligns with regional policy but impacts City revenue.
-

Next Steps:

Based on Council direction, staff will work with City Attorney Scott to draft a new lease agreement for Council approval.



METROPOLITAN
EMERGENCY SERVICES BOARD

2099 UNIVERSITY AVENUE WEST
SAINT PAUL, MINNESOTA
55104-3431

PHONE 651-643-8395
WWW.MN-MESB.ORG

VIA ELECTRONIC MAIL

December 15, 2025

Jacob Schillander, City Administrator
City of Maple Plain
PO Box 97
Maple Plain, MN 55349

Dear Mr. Schillander,

The Metropolitan Emergency Services Board (MESB) is attempting to secure new lease terms with the City of Maple Plain for a leased radio tower, located at 1664 Budd Avenue.

The MESB and the City entered into this agreement in September 1999. The site is solely used by Hennepin County, one of the partner entities of the MESB. Neither the MESB nor Hennepin County intend to vacate this space at any point in the future and intend to use the space, according to the lease terms, for the foreseeable future and are unlikely to exercise any termination clause.

Per the notice of policy, mailed in 2006, the MESB would like to negotiate a no-cost lease for this space, if possible. Included along with this memo is a copy of the original lease from 1999, the memo of no cost negotiation from 2006, a copy of the MESB no cost policy, and a copy of payment history since 2010.

If there are any further questions or concerns regarding this negotiation, please feel free to contact me at any time.

Sincerely,

Tracey Fredrick
MESB Radio Services Coordinator

Cc: Jake Thompson, Hennepin County ARMER System Manager

Contract No. A- 14989
 Tax ID No. 416005346
 Vendor No. _____

ANTENNA SITE LEASE AGREEMENT

THIS AGREEMENT, is made by and between the CITY OF MAPLE PLAIN, State of Minnesota, hereinafter referred to as "LESSOR", and the COUNTY OF HENNEPIN, State of Minnesota, hereinafter referred to as "COUNTY", and the METROPOLITAN RADIO BOARD, a political subdivision, or its successors or assigns, as provided for by law, hereinafter referred to as "BOARD", (COUNTY and BOARD collectively, hereinafter referred to as "LESSEE").

WHEREAS, LESSEE desires to install public safety communications antennas, microwave dishes and related equipment on LESSOR's elevated water storage tank, hereinafter referred to as "Tower", said Tower being located at 1664 Budd Avenue, Maple Plain, Minnesota; and

WHEREAS, LESSEE desires to install an equipment shelter building, emergency generator, and related equipment on lands owned by LESSOR, hereinafter referred to as "Site", said Site being located at 1664 Budd Avenue, Maple Plain, Minnesota; and

WHEREAS, LESSEE intends to construct an 800 MHz countywide public safety radio communications system and believes that placement of LESSEE's public safety communications equipment on said Tower and said Site will contribute importantly to said system, particularly with respect to providing highly reliable public safety communications coverage and capacity in and near the City of Maple Plain, and LESSEE has requested permission to do so from the LESSOR; and

WHEREAS, LESSOR and LESSEE desire to make excess capacity on said Tower and Site available to commercial wireless providers while assuring the priority of public safety communications;

NOW THEREFORE, in consideration of the mutual undertakings and agreement hereinafter set forth, the LESSOR and LESSEE agree as follows:

1. LEASED PREMESIS

LESSOR grants and LESSEE accepts a lease including access easement, of the following described Leased Premises located in the City of Maple Plain, County of Hennepin, Minnesota:

The municipal elevated water storage tank and adjoining lands located at 1664 Budd Avenue, Maple Plain, Minnesota, in conformance with the legal description contained in Exhibit A – Site Plan and Legal Description, which is attached hereto and incorporated herein as part of this Agreement.

*Maple Plain -
 (Hennepin
 County
 only)*

2. TERM

The term of this Lease Agreement shall be for an initial term of twenty-five (25) years, commencing on September 1, 1999 and continuing through September 30, 2024. After the initial twenty-five (25) year term, this Agreement, upon mutual consent of both parties hereto, will be extended for a five (5) year period commencing on each anniversary date after the twenty-fifth anniversary date hereof. Mutual consent shall be shown and the extension shall be effective if each party shall, within ninety days (90) prior to the last year of the term, starting with the initial twenty-five year term, receive written notice from the other party of said other parties desire or intent to so extend.

3. USE

- A. LESSOR hereby grants LESSEE the right to install, maintain and operate a public safety wireless telecommunications transmission facility on the Tower and Site in accordance with Exhibit A – Site Plan, which is attached hereto and incorporated herein as part of this Agreement. Any substantive alterations or additions to the Site Plan including changes to the configuration of antennas and equipment on the Tower or Site shall be subject to prior written approval of LESSOR; such approval shall not be unreasonably withheld, delayed or conditioned.
- B. Subject to Site Plan and construction plan approvals by LESSOR in accordance with Sections 3A and 4A of this Agreement, LESSEE may sublease, license, or otherwise permit use of, excess space or capacity on the Tower or Site for installation and maintenance of equipment by other governmental units and by non-governmental entities responsible for providing emergency public safety services. The LESSEE shall request approval of the LESSOR for any such additions pursuant to this section, provided that the LESSOR shall not unreasonably withhold such approval.
- C. LESSOR shall provide LESSEE with an access easement providing twenty-four (24) hour, seven (7) day a week, year-round access to the Site. LESSEE, its employees, agents, tenants and contractors, are hereby granted the right, at its sole cost and expense, to enter upon the LESSOR's Site and conduct such studies as LESSEE deems necessary to determine the Site's suitability for LESSEE'S intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other analyses and studies as LESSEE deems necessary or desirable.
- D. LESSEE, its employees, agents, tenants and contractors, may operate, drive and temporarily park vehicles of any kind on said Site in order to transport equipment, supplies, materials and personnel in connection with the accomplishment of any or all of the foregoing purposes.
- E. LESSEE, its employees, agents, tenants and contractors, may temporarily store equipment, materials or supplies on said Site in order to accomplish any or all of the foregoing purposes.

- F. LESSEE, its employees, agents, tenants and contractors, may install utilities and make improvements to the present utilities on the Site in accordance with the approved Site Plan. LESSEE may request utility easements for the installation of such facilities. LESSEE shall make such requests in writing to the LESSOR, which approval shall not be unreasonably withheld. LESSEE shall coordinate any such utility installation or improvements, in advance, with the LESSOR. LESSEE shall be responsible to pay all installation and recurring charges for utilities installed or improved for the benefit of LESSEE.
- G. LESSEE, its employees, agents, tenants and contractors, may have access, ingress and egress over, across, upon, into and through said Tower and Site in order to accomplish any or all of the aforesaid purposes.

4. LESSEE CONDITIONS

This Lease is granted subject to the following conditions:

- A. LESSEE shall submit to the LESSOR a construction plan to include the location of utilities, installation drawings, and equipment placement plans, which must be approved by the LESSOR in accordance with the City of Maple Plain Building Code prior to commencement of construction on the Tower or Site.
- B. All radio communications equipment placed at the Site by the LESSEE, or others in accordance with this Agreement, shall be installed, operated and maintained in accordance with all applicable rules and regulations established by the Federal Aviation Administration (FAA) and the Federal Communications Commission (FCC).
- C. LESSEE shall not sublease, license, or otherwise permit use of, space or capacity on the Tower or Site by non-governmental entities, except for those non-governmental entities responsible for providing emergency public safety services in accordance with Section 3B of this Agreement.
- D. LESSEE shall not permit advertising of any kind on the Tower or Site.

5. RENT

LESSEE shall pay LESSOR annual rent in the amount of ten thousand dollars (\$10,000) commencing on September 1, 1999 to reimburse LESSOR for use and services of Tower and Site in accordance with Section 7 of this Agreement. The LESSOR shall have the right to increase the annual rental use charge due hereunder at the end of each five year period during the initial twenty-five year term and prior to each subsequent five year term as may be extended, based upon not more than the percentage increase, if any, in the Bureau of labor Statistics Consumer Price Index over the previous five year period.

LESSOR shall invoice LESSEE in advance in four quarterly installments due on the first (1st) business day of each calendar quarter, i.e., Jan. 1; April 1; July 1; and Oct. 1. All partial period rent shall be prorated on a daily basis. The LESSEE shall pay LESSOR within 35 days of receipt of invoice. All original bills and statements from LESSOR to LESSEE shall be mailed or personally delivered to the address set forth as follows:

Hennepin County Sheriff's Office
 Attention: Radio Communications Manager
 9300 Naper Street
 Golden Valley, MN 55427-3728

6. LESSEE INSTALLED PROPERTY

Any equipment, trade fixtures or personal property installed on the Tower or Site by LESSEE and its tenants, including but not limited to antennas, antenna mounts, transmission lines, equipment shelter building, emergency generator and fuel tank shall remain the property of LESSEE and its tenants. LESSEE and its tenants shall have the right to remove any or all the above equipment, fixtures or property at the expiration or termination of this Lease Agreement or any extension thereof, even though said equipment, fixtures or property are attached to the Tower or Site.

7. DUTIES OF LESSOR

- A. LESSOR agrees that in exercising its ownership responsibilities of the real property of which the Site is a part, including the maintenance, repair, alterations and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including but not limited to building code, disabilities access, zoning, air quality, pollution control, recyclable materials and prevailing wage requirements, as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.
- B. LESSOR shall be responsible, at its sole cost, for the general maintenance of the Tower, including obstruction lights, light monitoring and any other FCC or FAA requirements, inspections, painting and any other measures necessary to maintain the safety and utility of the Tower for the purpose of water storage. LESSOR shall be responsible, at its sole cost, for providing a plowed access road to the Site, and for providing weed control, tree trimming, lawn mowing and other related maintenance duties at the Site.
- C. LESSOR agrees to notify LESSEE within fourteen (14) days of any requests to change or install new or additional wireless telecommunications equipment on the Tower or at the Site. The LESSEE shall have 30 days to evaluate the proposed change or installation to determine if the proposed change or installation will physically or electronically interfere with LESSEE's then current or planned future use of the Tower or Site and shall forward said evaluation to the LESSOR in writing within said thirty (30) day period. LESSOR agrees to not permit the installation of

any additional uses on the tower that will result in interference with the LESSEE's radio system or interference with the equipment of any sublessee or licensee.

- D. LESSOR shall provide LESSEE with two (2) sets of keys to access any locks necessary to enter the Tower or Site.

8. DUTIES OF LESSEE

Except as otherwise provided herein, LESSEE shall furnish all materials and services required for its use of the Site, and shall maintain the Site in a reasonably good condition and state of repair during the continuance of its tenancy, and shall surrender the Site to LESSOR at the termination of such tenancy in such condition as the same are in at the commencement of such tenancy, reasonable wear and damage by the elements excepted, and further provided that LESSEE shall not be required to remove below ground foundations and wiring upon termination of such tenancy.

9. DAMAGE TO SITE

If the Site or Tower are damaged or destroyed due to acts of nature, fire or other casualty and LESSEE's equipment becomes inoperable as a result thereof, or if access to the Site for purposes of required repair, maintenance, replacement, removal, installation, change, etc., becomes unavailable as a result thereof, LESSEE's rent payments to LESSOR shall be abated until the Site or Tower is sufficiently repaired, restored, or rehabilitated sufficiently for LESSEE to resume its use of, or access to, the Tower and Site as provided for under this Agreement.

If the Site or Tower are permanently damaged or destroyed by acts of nature, fire or other casualty and LESSEE equipment becomes permanently inoperable as a result thereof, the LESSOR may elect to:

- A. Terminate this Agreement upon one hundred eighty (180) days notice to LESSEE; or
- B. To have repaired, restored or rehabilitated the Site or Tower at no expense to LESSEE.

The LESSOR shall not be responsible to LESSEE for damage or destruction of LESSEE equipment or other personal property in, on, or about the Site or Tower unless caused by the negligent or willful acts of the LESSOR, its agents, contractors or employees.

10. CANCELLATION

If the LESSEE determines the Tower and Site are no longer necessary for the County Public Safety Radio Communications System, the LESSEE shall have the right to terminate this Agreement upon providing twelve (12) months written notice to LESSOR.

LESSOR may cancel this Agreement with twelve (12) months written notice to LESSEE.

11. INDEMNIFICATION AND INSURANCE

Each party agrees that it will be responsible for its own acts and the results thereof, to the extent authorized by the law, and shall not be responsible for the acts of the other party and the results thereof. LESSOR's, and COUNTY's liability is governed by the provisions of Minn. Stats., Chapter 466.

LESSOR and COUNTY each warrant that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and have minimum coverage consistent with the liability limits contained in Minn. Stats., Chapter 466.

12. SALE OR ASSIGNMENT

In the event the real property of which the Site is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if LESSOR shall sell, convey, transfer, or assign this Lease Agreement or rents due under this Lease Agreement, or if for any reason there shall be a change in the manner in which the rental reserved hereunder shall be paid to LESSOR, proper written notice of such change must be delivered to LESSEE as promptly as possible.

The terms and conditions of this Agreement shall extend to and bind the purchasers, heirs, personal representatives, successors and assigns of LESSOR and LESSEE.

13. QUIET ENJOYMENT

LESSEE shall peaceably and quietly use and enjoy the Site for the purpose of installing, removing, replacing, maintaining and operating the public safety wireless telecommunications transmission facility consistent with the terms and conditions of this Agreement.

14. DEFAULT BY LESSOR

If LESSOR shall default in the performance of any of the terms or provisions of this Lease Agreement, LESSEE shall promptly so notify LESSOR in writing. If LESSOR shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure, and LESSOR shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, than in either event, LESSEE may cure such default and any reasonable and actual expenses paid by LESSEE shall be paid by LESSOR to LESSEE within ten (10) days after statement therefore is rendered. LESSEE shall have a specific right to set-off any such amounts against any rent payments or other amounts due under this Lease Agreement. In lieu of curing said default, LESSEE shall have the specific right to set-off against any rent payments or other amounts due under this Lease Agreement any damages incurred through the LESSOR's breach. This provision in no way limits LESSEE's other remedies for breach under common law or this Lease Agreement.

15. MERGER AND MODIFICATION

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.
- C. LESSOR's or the LESSEE's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, or a modification of this Agreement, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement, unless specifically so stated, consistent with terms and conditions of this Section.

16. INDEPENDENT CONTRACTOR

Each party is, and shall remain, an independent contractor with respect to all services performed under this Agreement. Each party shall select the means, method, and manner of performing their respective services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting either party as the agent, representative, or employee of the other for any purpose or in any manner whatsoever. Each party represents that it has or will secure at its own expense all personnel required in performing their respective services under this Agreement. Any and all personnel of either party or other persons engaged in the performance of any work or services under this Agreement shall have no contractual relationship with the other party, and shall not be considered an employee of any other party. Any and all claims that might arise under the Unemployment Compensation Act, the Workers' Compensation Act of the State of Minnesota, or any other applicable Federal or State law, rule, or regulation on behalf of said personnel, arising out of employment or alleged employment, including, without limitation, claims of discrimination against either party, its officers, agents, contractors, or employees shall in no way be the responsibility of the other party. Each party shall defend, indemnify, and hold the other party, its officers, agents, and employees harmless from any and all such claims. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the other party, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-Employment Insurance, disability, severance pay, or PERA.

17. HAZARDOUS SUBSTANCES

LESSOR represents that it has no knowledge of any substance, chemical, or waste on, under, or around, LESSOR's Site or adjacent properties that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

LESSOR shall defend, indemnify, and hold harmless the LESSEE, its elected officials, officers, agents, employees, tenants, contractors, assignees and successors from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including consultant fees and attorney fees, resulting from the presence of hazardous substances on, under, or around LESSOR's Site as long as the hazardous substances are not brought to the Site by LESSEE, its employees, agents, tenants or contractors.

LESSEE shall defend, indemnify, and hold harmless the LESSOR, its elected officials, officers, agents and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including consultant fees and attorney fees, resulting from LESSEE, its employees, agents, tenants or contractors bringing hazardous substances onto the LESSOR's Site.

The obligations of Section 17 of this Agreement shall survive the expiration or other termination of this Agreement, consistent with applicable statute of limitations.

18. NOTICES

All notices or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered if in writing and delivered the other parties personally or sent by registered or certified mail addressed as follows:

LESSOR: City of Maple Plain
Clerk-Treasurer
1620 Maple Avenue, Box 57
Maple Plain, MN 55359

COUNTY: Hennepin County Administrator
A-2300 Government Center
Minneapolis, MN 55487

With a Copy to:
Hennepin County Sheriff's Office
Attention: Radio Communications Manager
9300 Naper Street
Golden Valley, MN 55427-3728

BOARD: Chair
Metropolitan Radio Board
230 East 5th Street
St. Paul, MN 55101

19. CONTRACT ADMINISTRATION

In order to coordinate the services of LESSOR with the activities of the LESSEE so as to accomplish the purposes of this contract, Roger R. Laurence, Radio Communications Manager, or his designee or successor, shall manage this contract on behalf of the LESSEE and serve as liaison between the LESSEE and LESSOR.

20. NON-DISCRIMINATION - AFFIRMATIVE ACTION

In accordance with Hennepin County's policies against discrimination, no person shall be excluded from full employment rights or participation in or the benefits of any program, service, or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin; and no person who is protected by applicable Federal or State laws, rules, or regulations against discrimination shall be otherwise subjected to discrimination.

21. RECORDS - AVAILABILITY

LESSOR and LESSEE agree that each party hereto, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other party hereto and involve transactions relating to this Agreement.

22. DATA PRIVACY

LESSOR and LESSEE agree to abide by all applicable State and Federal laws and regulations and confidential information concerning individuals and/or data including but not limited to information made non-public by such laws or regulations.

23. PAPER RECYCLING

The LESSEE encourages LESSOR to develop and implement an office paper and newsprint recycling program.

24. MINNESOTA LAWS GOVERN AND SEVERABILITY

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations and performance obligations between the parties herein. If any provisions of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

25. APPLICABLE PROVISIONS OF LAW

Applicable provisions of Minnesota State Law, Federal Law and any applicable local ordinance shall be considered a part of this Agreement as though fully set forth herein. Specifically, LESSEE agrees to comply with all federal, state and local applicable laws and ordinances relating to nondiscrimination, affirmative action, public purchases, contracting, employment including workers compensation and state labor wage provisions, and surety deposits required for construction contracts.

26. SUCCESSION OF AGREEMENT

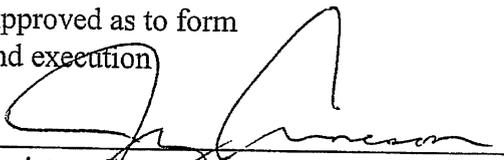
At such time as this Agreement becomes effective between the parties, this Agreement shall supercede lease agreement No. 01096 between the Lessor and the COUNTY dated April 15, 1980, and lease agreement No. 01096 shall terminate.

THIS PORTION OF PAGE INTENTIONALLY LEFT BLANK

COUNTY BOARD APPROVAL

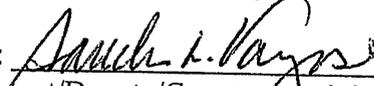
CITY, having signed this contract, and the COUNTY having duly approved this contract on the 28 day of Sept, 1999, and pursuant to such approval, the proper COUNTY officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

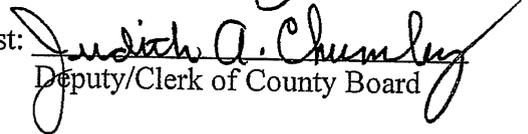
Approved as to form and execution


Assistant County Attorney
Date: 9/11/99

COUNTY OF HENNEPIN
STATE OF MINNESOTA

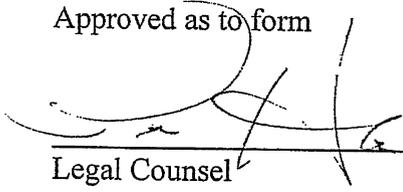

An original document was personally signed by the
By: Chair and is on file with the Clerk of the Board
Chair of Its County Board

And: 
Assistant/Deputy/County Administrator

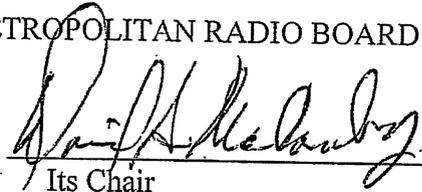
Attest: 
Deputy/Clerk of County Board

METROPOLITAN RADIO BOARD APPROVAL

Approved as to form


Legal Counsel
Date: 8/2/99

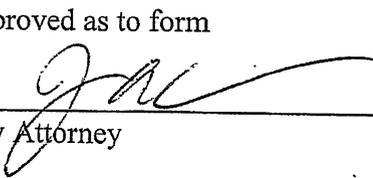
METROPOLITAN RADIO BOARD

By: 
Its Chair

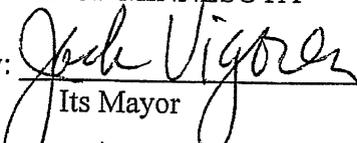
Date: 8/6/99

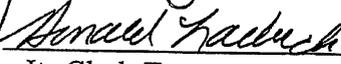
CITY OF MAPLE PLAIN APPROVAL

Approved as to form


City Attorney
Date: 7-13-99

CITY OF MAPLE PLAIN
STATE OF MINNESOTA

By: 
Its Mayor

And: 
Its Clerk-Treasurer

Date: 7-13-99

EXHIBIT A

SITE PLAN and LEGAL DESCRIPTION OF PROPERTY

LESSOR grants and LESSEE accepts a lease for the use of the water tower and adjacent land on the following described Leased Premises located in the City of Maple Plain, County of Hennepin, Minnesota described as follows:

PARCEL B (As per Document 5005660) Commencing at a point in the West line of the Southeast Quarter (SE1/4) a distance of 22 rods North from the Southwest corner thereof, thence North 4 rods; thence East 12 rods; thence North 4 rods; thence West 12 rods; thence North 46 rods; thence East 40 rods; thence South 54 rods; thence West 40 rods to beginning except roads, all in Section 24, Township 118, Range 24, Hennepin County, State of Minnesota.

Area = 506,371 Square feet (11.625 Acres)

THIS PORTION OF PAGE LEFT INTENTIONALLY BLANK



P.O. BOX 57 • MAPLE PLAIN, MN 55359
PHONE: (612) 479-0515 • FAX: (612) 479-0519

**STATE OF MINNESOTA
COUNTY OF HENNEPIN
CITY OF MAPLE PLAIN**

I, the undersigned Clerk of the City of Maple Plain, hereby certify that the following motion was passed by the city council on July 13th, 1999

Hennepin County
Antenna Site Lease Agreement

A motion was made by Vigoren that we authorize and direct the Mayor and Clerk to execute Contract No. A-14989 for the Antenna Site Lease Agreement between the City of Maple Plain and Hennepin County. The motion was seconded by Kurth. All members voted in favor of such motion.

WITNESS my hand and official seal this 16th day of August 1999.

Arnald Hadbeck
City Clerk

(SEAL)



February 7, 2006

Beverly Anderson, City Clerk/Treasurer
City of Maple Plain
1620 Maple Avenue, Box 57
Maple Plain, MN 55359

**METROPOLITAN
EMERGENCY SERVICES BOARD**

2099 UNIVERSITY AVENUE WEST
SUITE 201
SAINT PAUL, MINNESOTA
55104-3431

PHONE 651-643-8395
FAX 651-603-0101
WWW.MN-MESB.ORG

Dear Ms. Anderson:

As you may recall, the Metropolitan Radio Board sunsetted on June 30, 2005; its responsibilities and obligations, including leases, were assumed by the Metropolitan Emergency Services Board (MESB).

The nine-county metropolitan area 800 MHz radio system is a cooperative venture among the State of Minnesota, metropolitan counties and cities, and the federal government, as well as EMS providers and Metro Transit. Most cities and counties will eventually operate on the regional system.

On October 12, 2005, the MESB approved a policy to negotiate no-cost leases for tower sites owned by government entities. The reason behind this policy is because there is a shared, mutual benefit of the radio system and all costs, including lease costs, are allocated to all system users.

This letter is to serve as notice that as the MESB's lease (Contract No.A-14989) with the City of Maple Plain terminates in 2024 the MESB intends to re-negotiate a lease at no-cost.

If you have any questions, please contact me at (651) 643-8382 or Jill Rohret, Regional Radio Services Coordinator, at (651) 643-8394.

Thank you for your time and consideration.

Sincerely,

Nancy Pollock
Executive Director

cc: Sandra Vargas, Hennepin County Administrator
Roger Laurence, Radio Communications Manager

Metropolitan Emergency Services Board

Subject: Leases at Government-Owned Antenna Sites

Number: 020

Effective Date: 10-12-2005

Revision Date: 09-09-2015

PURPOSE: To establish guidelines for lease agreements at government-owned antenna sites.

The Metropolitan Emergency Services Board administers the shared nine county metropolitan portion of the Allied Radio Matrix for Emergency Response (ARMER) system. As the radio system is a cooperative venture among the State of Minnesota, the metropolitan area counties and cities, and the federal government, and as most counties, cities and federal government will eventually operate on the system, the Board seeks to establish a policy regarding leases for government-owned antenna sites.

As local subsystems are being constructed, and as current leases' terms end, it is the policy of the Metropolitan Emergency Services Board to negotiate a no-cost lease for any government entity owned sites due to the homeland security issues and the shared, mutual benefit of the system.

Such a policy is necessary as all system charges are allocated to users of the system.



Executive Summary

Council Workshop

AGENDA ITEM: New City Hall Discussion

PREPARED BY: Jacob Schillander, City Administrator

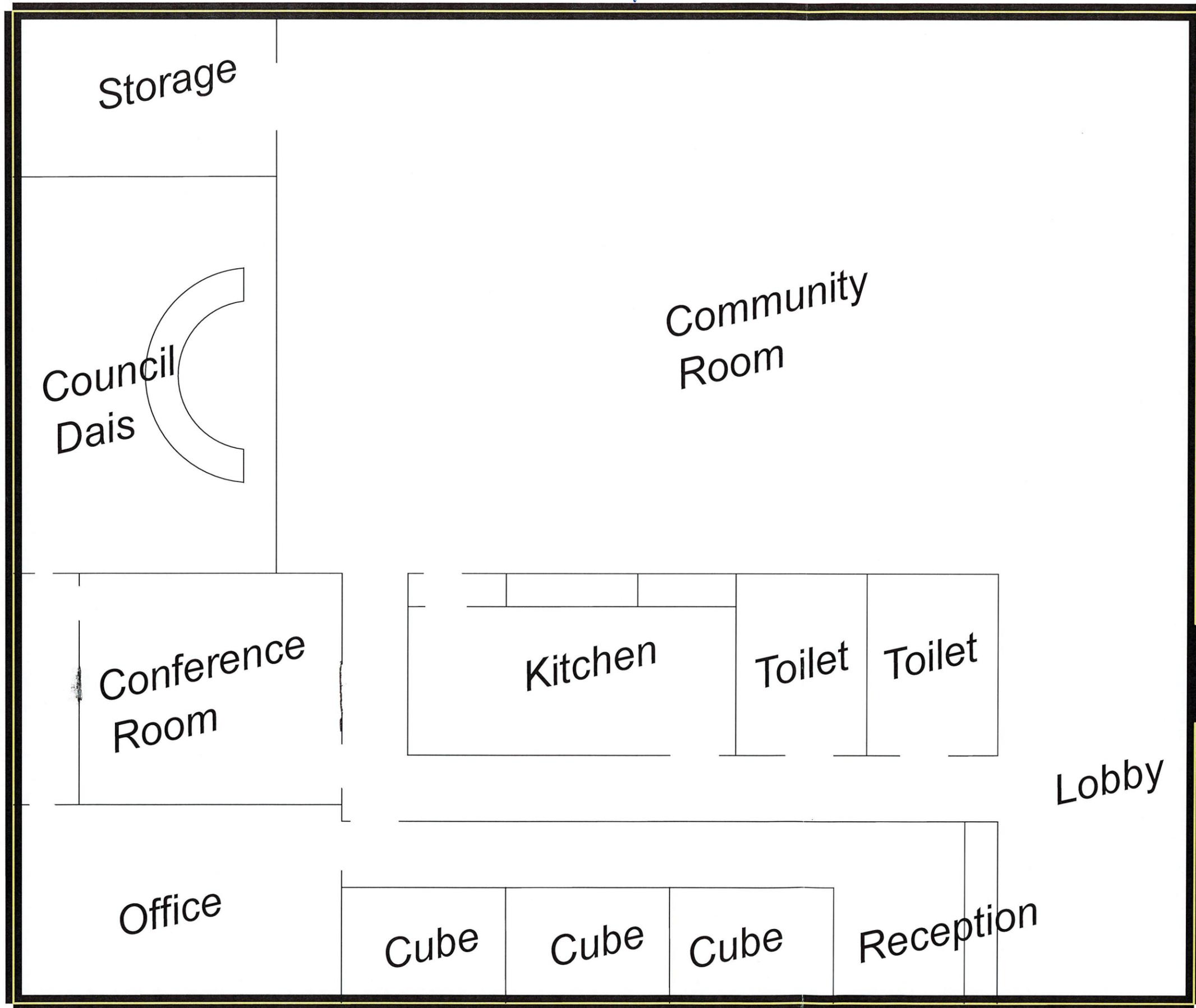
RECOMMENDED ACTION: Discussion

Summary:

City Planner Mark and I met and came up with a location and floor plan that I think would work well for a New City Hall.

I would like to take time to discuss with Council and get direction, If council is in agreement, We would get a better concept drawn up and get price quotes.





60



Executive Summary

City Council Workshop

AGENDA ITEM: Outdoor Recreation Grant Program
PREPARED BY: Kevin Larson, Assistant City Administrator
RECOMMENDED ACTION: Discussion

Summary:

This workshop provides an overview of the Minnesota Department of Natural Resources’ Outdoor Recreation Grant Program and discusses two potential park improvement projects for future consideration. The Outdoor Recreation Grant Program offers matching grants of up to 50 percent of eligible project costs to local units of government for the development or redevelopment of local parks and recreation facilities. Eligible projects include amenities such as picnic shelters, athletic facilities, and ice rinks, with a minimum total project cost of \$100,000. Grant applications are expected to be reviewed in spring 2026, with preliminary awards announced in summer 2026 and project construction generally occurring during the 2027–2028 seasons.

Two possible projects that could align with the grant program and the City’s park improvement goals. The first option would bundle replacement of the warming house with ice rink replacement and leveling, with an estimated total cost of approximately \$390,845. The second option would involve construction of a new picnic shelter at Veterans Memorial Park, including ADA-compliant restrooms and supporting amenities, with an estimated total cost of \$300,000.

Staff is looking for the City Council feedback on these projects, discuss alignment with grant eligibility and long-term capital planning, and provide direction on whether staff should further evaluate one or both projects for potential grant application.

EXHIBIT A**Potential projects to submit for the Outdoor Recreation Grant Program**

1. Possible Project 1: Bundle the replacing the warming house and ice rink into a project
 - a. Estimated cost: \$390,845
 - i. Warming house - 815 square foot x estimated cost of \$318 per square foot = \$259,170
 - ii. Ice rink replacement and leveling = \$50,175
 1. Rink size 450 linear feet x estimated \$89 per linear foot = \$40,050
 2. Leveling - ice rink 13,500 sq. ft. x \$0.75 cost per sq. ft.= \$10,125
2. Possible Project 2: New VMP picnic shelter
 - a. Estimated cost: \$300,000
 - i. Structure - \$150,000
 - ii. Bathrooms (2 ADA-compliant) - \$75,000
 - iii. Kitchenette - \$20,000
 - iv. Plumbing & Utilities - \$30,000
 - v. Sitework (foundation, sidewalks, landscaping) - \$25,000

EXHIBIT B

	Item List	est cost	Year to complete
Veterans Memorial Park	Park Safety and ADA Loss Control measures		
	Main parking lot - 115 spaces- handicap space need sign and post for current spots and need 3 additional spots with sign, post, and striping	\$ 415	2028
	Secondary parking lot 1 handicap space	\$ 95	2026
	Playground sign - replace with pictogram sign	\$ 26	2027
	2 Additional ADA picnic tables	\$ 1,298	2028
	Ground-level play components - need a min of 1 additional	\$ 1,000	2027
	ADA child swing safety strap	\$ 50	2026
	Playground fill replacement - pour-in-place (recommended)	\$ 64,650	2027
	Playground fill replacement - loose rubber mulch (alternative option)	\$ 23,900	2027
	Railing on the band shell ADA ramp	\$ 2,000	2026
	Bandshell outlet covers - 2 total	\$ 12	2026
	Bathroom door replacement	\$ 1,316	2027
	Sidewalk around the bandshell - currently not ADA compliant (est 570 sq ft)	\$ 5,700	2026
	Walkway adjusted to prevent driving on grass and the sidewalk (2 fixed Bollards)	\$ 1,400	2026
	Concession stand, Announcer booth and Dugout- Shingles, sofit, Facia	\$ 40,000	2027
	Flag lights	\$ 800	2026
	Paint the concession stand and announcer booth (1,800 sq ft.)	\$ 5,880	2027
	Shade trees (est 5 trees)	\$ 1,500	2026
	Picnic Shelter with bathrooms & kitchenette	\$ 300,000	2026
	Pollinator garden	\$ 1,200	2028
Seal Coating for walkways	\$ 1,472	At next Rd construction	
More benches around the playgrounds (2X)	\$ 6,000	2027	
Total		\$ 434,814	

	Item List	est cost	Year to complete
Rainbow Park	Park Safety and ADA Loss Control measures		
	Replacement of the infant swings (higher priority)	\$ 3,200	2027
	Replace the playstructure	\$ 81,700	2027
	Ground-level play components - need a min of 1 additional	\$ 1,000	2027
	Circle parking lot - needs 1 handicap parking spot - sign, post, and striping	\$ 95	2026
	Playground sign - replace with pictogram sign	\$ 26	2027
	1 Additional ADA picnic tables	\$ 649	2028
	Playground fill replacement - pour-in-place (recommended)	\$ 99,300	2027
	Playground fill replacement - loose rubber mulch (alternative option)	\$ 36,431	2027
	Paint teeter totter (scrape and paint)	\$ 400	2026
	Park shelter GFCI outlets - need to upgrade two	\$ 360	2026
	Bathrooms ramp to get into the doors	\$ 150	2026
	Bathrooms handrails	\$ 230	2026
	Alternate solution - rent an ADA portable bathroom (annual cost)	\$ 1,500	2026
	Ice rink maintenance - replacement of fiber boards	\$ 40,000	2029
	Ice rink maintenance - Level the ground	\$ 10,125	2029
	Flag lights	\$ 800	2026
	Pickleball courts - convert one of the tennis courts to a pickle ball court	\$ 6,500	2029
	Resurface of tennis/pickle ball court	\$ 5,000	2029
	Restore the gravel walkways to grass	\$ 11,667	2028
Seal Coating for walkways	\$ 9,476	At next Rd construction	
Total		\$ 270,678	

	Item List	est cost	Year to complete
Bryantwood Park	Park Safety and ADA Loss Control measures		
	Playground fill replacement - pour-in-place (recommended)	\$ 78,630	2027
	Playground fill replacement - loose rubber mulch (alternative option)	\$ 28,946	2027
	Street handicap parking - 1 at each entrance	\$ 190	2028
	Playground sign - with pictogram sign 1 for each structure (3)	\$ 78	2026
	1 Additional ADA picnic tables	\$ 649	2028
	Replace the stainless steel playstructure	\$ 61,700	2026
	Replacement of the infant swings (higher priority) and address the exit zones	\$ 3,200	2027
	ADA child swing safety strap	\$ 50	2026
	Concrete pad and 1 Additional ADA picnic tables (outside of play area)	\$ 2,189	2027
	Replace railroad ties with cement around the playgrounds with accessibility access point and expand the exit zone for the slide	\$ 24,900	2027
	More shade trees around the playground (est 10 trees)	\$ 3,000	2026
	More benches around the playgrounds (2X)	\$ 6,000	2026
	Seal Coating for walkways	\$ 2,352	At next Rd construction
Total \$		182,938	

	Item List	est cost	Year to complete
Pioneer Park	Convert to a dog park (est 9k sq. ft) or a drive through business	\$ 21,500	2031
	Seal Coating for walkways	\$ 2,548	At next Rd construction
Total \$		24,048	

	Item List	est cost	Year to complete
Tot Lot	Park Safety and ADA Loss Control measures		
	Ground-level play components - need a min of 1 additional	\$ 1,000	2031
	Street handicap parking - 1 spot	\$ 95	2031
	Playground sign - replace with pictogram sign	\$ 26	2031
	Playground fill replacement - pour-in-place (recommended)	\$ 27,600	2031
	Playground fill replacement - loose rubber mulch (alternative option)	\$ 10,981	2031
	Move the trash bin to a cement slab	\$ 200	2026
Total \$		28,921	

note: all alternative options are not included in the totals for each park

EXHIBIT C

Outdoor Recreation Grant Program Details

Program purpose

To increase and enhance outdoor recreation facilities in local and community parks throughout the state. This program is established in Minnesota Statutes 85.019.

Metro regional parks and Greater Minnesota regional parks are not eligible for funding under this program. Funding for designated regional parks and trails is available from the Metropolitan Council and the Greater Minnesota Regional Park and Trails Commission.

How it works

The Outdoor Recreation Grant Program provides matching grants to local units of government for up to 50% of the cost of acquisition, development and/or redevelopment of local parks and recreation areas.

Only one park may be included in an application and only one application per park. Applicants are eligible to submit more than one application and receive more than one grant. Significant progress must be completed on active projects before an additional proposal can be submitted. Review frequently asked questions (PDF).

Eligible projects

Park acquisition and/or development/redevelopment including, internal park trails, picnic shelters, playgrounds, athletic facilities, boat accesses, fishing piers, swimming beaches, fixed-in-place skate parks and campgrounds. All park projects must be maintained for outdoor recreation into perpetuity.

Minimum requirements

Project proposals must include, at least, one of the eligible primary outdoor recreation facilities in the program manual (PDF) and have a total project cost of at least \$100,000. Support facilities such as restrooms and parking lots can only be funded as part of a larger project that includes a primary recreation facility. Land proposed for development and/or redevelopment must be owned by the applicant or be part of an acquisition project.

Level of assistance

Grants are reimbursed based up to 50 percent of the total eligible costs. The maximum grant award is \$500,000 (for a total project cost of at least \$1,000,000). The local match can consist of cash; the value of materials, labor and equipment usage by the local sponsor; donations; or any combination thereof. Costs must be incurred and paid for before reimbursement can be made.

Funding priorities

The State Comprehensive Outdoor Recreation Plan (SCORP) is Minnesota’s outdoor recreation policy plan. This plan was developed with public and stakeholder input. It establishes outdoor recreation priorities for Minnesota to assist outdoor recreation and natural resource managers, the state legislature, and the executive branch in decision-making about the state’s outdoor recreation system and sets out criteria for awarding grants consistent with these identified priorities. The 2026-2030 SCORP is under review by the National Park Service. The SCORP website will be updated once it is approved. Although there have not been significant changes to the strategic priorities, there are changes you will need to review for this year's application.

A majority of the review and selection process will focus on guidelines outlined in the 2026-2030 SCORP. Additional review components will assess the design of the proposed project and existing park facilities. Project design should be compatible with the physical characteristics of the site, consistent with generally accepted engineering and architectural design standards, in accordance with accessibility standards and minimize risk to the health and safety of users.

Grant awards

The Department of Natural Resources will review and rank applications during the spring of 2026. Preliminary grant awards will be announced in the summer of 2026.

Project period

The earliest anticipated project start date will be the fall of 2026. However, this can be later depending on requirements for environmental resources, historical and archeological resources, and federal approval, if applicable. All work must be completed by June 30, 2028. Most of our funding does not allow for a project extension beyond this date. Applicants should focus on projects that will be completed during the 2027/2028 construction seasons.



Executive Summary
City Council Workshop

AGENDA ITEM: City Council 2026 Chat Schedule
PREPARED BY: Kevin Larson, Assistant City Administrator
RECOMMENDED ACTION: Discussion

Summary:

The discussion is to assess the validity, effectiveness, and continued use of the City Council Chats. These chats have been about an hour-long session held in the conference room that provide residents with an informal opportunity to meet face-to-face with Councilmembers, voice concerns, ask questions, and share feedback on City matters. The discussion will also include a review of the tentative City Council meeting schedule for 2026, including timing, frequency, and overall alignment with Council and community needs.

Preliminary 2026 Council Chat Schedule

- January Councilmember Francis 1/15 4pm
- February Mayor Maas-Kusske
- March Councilmember DeLuca
- April Councilmember Arvizo
- May Councilmember Burak
- June Councilmember Francis
- August Mayor Maas-Kusske
- September Councilmember DeLuca
- October Councilmember Arvizo
- November Councilmember Burak