



**AGENDA
FIRE COMMISSION MEETING
MAPLE PLAIN CITY HALL
October 14, 2025
4:00 PM**

- 1. CALL TO ORDER**
- 2. ADOPT AGENDA**
- 3. CONSENT AGENDA**
 - A. Minutes for Approval from September 9, 2025
 - B. Financial Report
- 4. OLD BUSINESS**
 - A. Fire Services Contract-Draft
 - B. Fire Department Lease- Draft
- 5. NEW BUSINESS**
 - A. Fire Chief 3rd Quarter Report
 - B. Extrication Tool
- 6. FUTURE MEETING DATES**
 - A.** December 9, 2025 at 4:00 PM
- 7. OPEN**
- 8. ADJOURNMENT**



**MINUTES
FIRE COMMISSION MEETING
MAPLE PLAIN CITY HALL
September 09, 2025
4:00 PM**

1. CALL TO ORDER

Commissioner Maas-Kusske called the meeting to order promptly at 4:00 PM

Present: Commissioner Julie Maas-Kusske, Commissioner Andrew Burak, and Commissioner Brad Spenser.

Absent: Commissioner Steve Grotting

Staff Present: Maple Plain City Administrator Jacob Kolander, Fire Chief Rick Denneson, and WHPS Director Matt DuRose

2. ADOPT AGENDA

Commissioner Spencer made a motion to approve the meeting agenda. Seconded by Commissioner Burak.

Voting Yea: Commissioner Maas-Kusske, Commissioner Spencer, and Commissioner Burak.

Motion passed 3-0

3. CONSENT AGENDA

A. Minutes for Approval from July 8, 2025

Commissioner Burak made a motion to approve the consent agenda. Seconded by Commissioner Spencer.

Voting Yea: Commissioner Maas-Kusske, Commissioner Spencer, and Commissioner Burak.

Motion passed 3-0

4. OLD BUSINESS

A. Fire Consolidation Timeline

Fire Department Consolidation Timeline

The Commission reviewed the consolidation process and confirmed that critical milestone tracking is in place with three key deadlines. The September 17 deadline marked the completion of the draft Maple Plain lease agreement and Fire Relief Association resolution, providing the foundational legal framework for the transition. By October 8, the draft contract for fire services and an updated JPA agreement must be finalized to formally outline the dissolution process. In November 2025, the City Council will address the 2% PERA paperwork for submission to state authorities, with a January 1, 2026 effective date established for the PERA transition. All required forms are prepared and awaiting final signatures.

Administrative coordination is actively progressing with multiple departments and agencies involved in the transition. The legal framework development includes lease agreement drafting, a review of workers' compensation claims, and ongoing insurance coordination discussions. The employee roster has been completed, with probationary firefighters identified and confirmed for continuation under West Suburban integration. A joint council meeting is anticipated in December to enable both Maple Plain and West Suburban councils to pass the necessary dissolution resolutions.

Equipment Modernization and Capital Investment

The Commission reviewed the purchase of new auto extrication equipment in the amount of \$41,226, marking a significant modernization of emergency response capabilities. This investment replaces outdated 1970s-era Hurst hydraulic tools with modern battery-operated systems that improve portability and safety. Funding for the purchase was confirmed through the Capital Improvement Fund balance of \$311,046, with the expenditure also aligning with a previously planned \$40,000 allocation in the 2022 budget. The Commission acknowledged the need for cross-training between different equipment brands as the consolidation progresses.

Battery compatibility concerns were addressed through direct consultation with West Suburban leadership, and both Chief Lure and Chief Ryan approved the use of different battery platforms between departments. Tools will remain assigned to specific trucks, maintaining current operational protocols where hydraulic tools stay with their vehicles. Staff preferences were also considered, with firefighters participating in vendor demonstrations and testing to ensure the selected equipment meets operational needs.

Motion by Commissioner Spencer to approve the purchase of new auto extrication equipment. Seconded by Commissioner Burak.

Voting Yea: Commissioner Maas-Kusske, Commissioner Spencer, and Commissioner Burak.

Motion passed 3-0

Compensation Equity and Budget Management

The Commission reviewed firefighter compensation and identified a \$3 per hour wage disparity between Maple Plain firefighters, who earn \$14.50 per hour, and West

Suburban personnel, who earn \$16 per hour. Analysis showed that only 48% of the annual wage budget had been utilized through July, leaving sufficient funds available to consider adjustments. A proposal was discussed to implement wage increases in the fourth quarter to align pay prior to the consolidation effective date. It was noted that officer pay structures differ between the departments, with Maple Plain officers receiving statements while West Suburban officers are paid higher hourly rates. The proposed adjustment would focus specifically on line firefighters rather than a comprehensive restructuring of officer compensation.

The Commission also outlined the procedural requirements for proper governance and budget management related to the wage adjustment. A formal agenda item will be presented at the October 9 meeting, including a detailed financial impact analysis. Staff were directed to provide historical usage data using third and fourth quarter call volumes from the previous year to ensure projection accuracy. A budget absorption capability assessment will also be completed to confirm that the proposed wage increase can be accommodated within the existing approved budget parameters.

Operational Transition Coordination

The Commission discussed operational matters related to the upcoming consolidation. Radio equipment lease transitions will require coordination with Hennepin County to ensure service continuity. An assessment of the current lease arrangements is underway to determine available transition options and financial responsibilities. The December 31 deadline was noted as critical for maintaining equipment access and service provision, and fleet coordination planning will be necessary to ensure adequate radio communication capabilities during the transition period.

The Commission also reviewed PARA dissolution planning, with payout calculations pending for affected firefighters. Individual financial impacts will require detailed calculations from the PARA organization. The timeline for dissolution is expected to align with a joint council meeting in December to ensure proper governance and procedures are followed. Based on preliminary discussions and established precedents, the process is expected to be straightforward.

5. NEW BUSINESS

6. FUTURE MEETING DATES

7. OPEN

8. ADJOURNMENT

Commissioner Spencer made a motion to adjourn the meeting. Seconded by Commissioner Burak.

Voting Yea: Commissioner Maas-Kusske, Commissioner Spencer, and Commissioner Burak

Motion passed 3-0

The Commission Adjourned at 4:19 PM

I, the undersigned, Jacob Kolander, City Administrator in and for the City of Maple Plain, Minnesota, do hereby certify that the above and foregoing is a true and correct copy of the minutes.

Respectfully submitted by:



DRAFT

CITY OF MAPLE PLAIN

Fire Department Expenditures

Account Descr	September 2025 Amt	2025 YTD Amt	2025 YTD Adopted	%YTD Budget
801 FIRE PARTNERSHIP FUND				
E 801-42210-103 Part-Time Employees	\$0.00	\$0.00	\$0.00	0.00%
E 801-42210-107 Secretarial Services	\$0.00	\$0.00	\$0.00	0.00%
E 801-42210-108 Fire Officers	\$0.00	\$9,450.00	\$18,900.00	50.00%
E 801-42210-121 PERA Contribution	\$0.00	\$0.00	\$0.00	0.00%
E 801-42210-122 FICA Contribution	\$0.00	\$772.43	\$1,450.00	53.27%
E 801-42210-124 State 2% Fire Relief Aid	\$0.00	\$0.00	\$39,500.00	0.00%
E 801-42210-125 MN Paid Leave	\$0.00	\$0.00	\$0.00	0.00%
E 801-42210-131 Employer Paid Health Insurance	\$0.00	\$0.00	\$0.00	0.00%
E 801-42210-132 Employer Paid Dental Insurance	\$0.00	\$0.00	\$0.00	0.00%
E 801-42210-133 Employer Paid Life Insurance	\$0.00	\$0.00	\$0.00	0.00%
E 801-42210-151 Worker s Comp Insurance	\$0.00	\$12,494.00	\$12,180.00	102.58%
E 801-42210-170 Medical Evaluations	\$0.00	\$5,459.00	\$6,000.00	90.98%
E 801-42210-180 Psychological Evaluations	\$0.00	\$930.00	\$3,300.00	28.18%
E 801-42210-201 Operating Supplies	\$0.00	\$403.95	\$550.00	73.45%
E 801-42210-203 Printed Forms & Paper	\$0.00	\$0.00	\$0.00	0.00%
E 801-42210-300 Management Services	\$1,849.00	\$5,547.00	\$7,396.00	75.00%
E 801-42210-301 Auditing & Accounting Services	\$1,500.00	\$17,556.39	\$22,500.00	78.03%
E 801-42210-304 Legal Services	\$752.50	\$10,403.50	\$950.00	1095.11%
E 801-42210-307 Fire Administration	\$0.00	\$0.00	\$0.00	0.00%
E 801-42210-309 EDP, Software and Design	\$274.26	\$7,426.68	\$7,235.00	102.65%
E 801-42210-311 Contract Service	\$0.00	\$0.00	\$0.00	0.00%
E 801-42210-313 Policies and Procedures	\$0.00	\$0.00	\$3,685.00	0.00%
E 801-42210-322 Postage	\$0.00	\$7.00	\$150.00	4.67%
E 801-42210-361 General Liability Insurance	\$0.00	\$5,176.00	\$5,063.00	102.23%
E 801-42210-363 Automotive Insurance	\$0.00	\$3,140.00	\$3,642.00	86.22%
E 801-42210-430 Personnel Testing	\$0.00	\$0.00	\$0.00	0.00%
E 801-42210-433 Dues & Subscriptions	\$0.00	\$3,436.00	\$2,360.00	145.59%
E 801-42210-434 Awards & Indemnities	\$0.00	\$871.16	\$800.00	108.90%
E 801-42210-437 Miscellaneous	\$14,247.87	\$39,491.87	\$0.00	0.00%
E 801-42210-441 FIRE INSPECTOR	\$0.00	\$0.00	\$0.00	0.00%
E 801-42210-442 Pension- City Contribution	\$0.00	\$55,536.00	\$55,536.00	100.00%
E 801-42210-444 Wellness	\$0.00	\$9,660.00	\$9,940.00	97.18%
E 801-42220-103 Part-Time Employees	\$0.00	\$46,360.85	\$95,700.00	48.44%
E 801-42220-122 FICA Contribution	\$0.00	\$3,497.10	\$7,320.00	47.77%
E 801-42220-125 MN Paid Leave	\$0.00	\$0.00	\$0.00	0.00%
E 801-42220-215 Shop Materials	\$0.00	\$0.00	\$0.00	0.00%
E 801-42220-240 Small Tools & Minor Equipment	\$0.00	\$4,016.04	\$3,000.00	133.87%
E 801-42220-417 Uniforms & Uniform Rentals	\$700.00	\$1,482.91	\$2,000.00	74.15%
E 801-42220-437 Miscellaneous	\$0.00	\$0.00	\$0.00	0.00%
E 801-42220-443 Turnout Gear	\$642.99	\$27,210.89	\$31,050.00	87.64%
E 801-42220-580 Other Equipment	\$0.00	\$0.00	\$0.00	0.00%
E 801-42230-210 Operating Supplies (GENERAL)	\$0.00	\$0.00	\$4,000.00	0.00%
E 801-42230-352 General Public Information	\$0.00	\$0.00	\$0.00	0.00%
E 801-42230-437 Miscellaneous	\$0.00	\$0.00	\$0.00	0.00%
E 801-42240-207 Training Supplies	\$193.12	\$193.12	\$3,700.00	5.22%
E 801-42240-208 Training and Instruction	\$1,036.25	\$10,812.61	\$15,000.00	72.08%
E 801-42240-331 Training & Travel	\$88.20	\$1,558.20	\$15,000.00	10.39%
E 801-42240-437 Miscellaneous	\$0.00	\$0.00	\$0.00	0.00%
E 801-42240-445 Food and Beverage	\$0.00	\$0.00	\$1,500.00	0.00%
E 801-42240-580 Other Equipment	\$0.00	\$0.00	\$0.00	0.00%

Account Descr	September 2025 Amt	2025 YTD Amt	2025 YTD Adopted	%YTD Budget
E 801-42250-221 Equipment Parts	\$0.00	\$72.00	\$2,500.00	2.88%
E 801-42250-309 EDP, Software and Design	\$0.00	\$4,038.65	\$7,440.00	54.28%
E 801-42250-323 Radio Units/Technology	\$2,032.48	\$21,854.08	\$22,762.00	96.01%
E 801-42250-419 General Rentals	\$0.00	\$0.00	\$0.00	0.00%
E 801-42250-437 Miscellaneous	\$0.00	\$0.00	\$0.00	0.00%
E 801-42250-580 Other Equipment	\$0.00	\$0.00	\$0.00	0.00%
E 801-42260-212 Motor Fuels	\$448.06	\$4,005.49	\$7,000.00	57.22%
E 801-42260-221 Equipment Parts	\$0.00	\$332.57	\$1,500.00	22.17%
E 801-42260-240 Small Tools & Minor Equipment	\$0.00	\$0.00	\$0.00	0.00%
E 801-42260-404 Machinery & Equipment Repair	\$0.00	\$2,665.59	\$1,500.00	177.71%
E 801-42260-406 Apparatus & Equipment Repair	\$14,232.38	\$68,130.75	\$60,700.00	112.24%
E 801-42260-437 Miscellaneous	\$0.00	\$0.00	\$0.00	0.00%
E 801-42260-580 Other Equipment	\$0.00	\$0.00	\$0.00	0.00%
E 801-42265-405 Vehicle Repair & Maintenance	\$0.00	\$0.00	\$0.00	0.00%
E 801-42265-550 Motor Vehicles	\$0.00	\$0.00	\$0.00	0.00%
E 801-42270-215 Shop Materials	\$0.00	\$0.00	\$0.00	0.00%
E 801-42270-218 Medical Supplies	\$13.64	\$940.87	\$2,500.00	37.63%
E 801-42270-221 Equipment Parts	\$0.00	\$0.00	\$750.00	0.00%
E 801-42270-240 Small Tools & Minor Equipment	\$0.00	\$571.43	\$1,500.00	38.10%
E 801-42270-404 Machinery & Equipment Repair	\$0.00	\$0.00	\$750.00	0.00%
E 801-42270-437 Miscellaneous	\$0.00	\$0.00	\$0.00	0.00%
E 801-42280-211 Cleaning/Custodial Supplies	\$0.00	\$457.83	\$1,400.00	32.70%
E 801-42280-223 Building Repair Supplies	\$0.00	\$0.00	\$0.00	0.00%
E 801-42280-311 Contract Service	\$450.00	\$1,697.00	\$2,000.00	84.85%
E 801-42280-321 Telephone & Internet	\$154.65	\$1,480.25	\$2,300.00	64.36%
E 801-42280-362 Property Insurance	\$0.00	\$0.00	\$1,620.00	0.00%
E 801-42280-381 Electric Utilities	\$534.75	\$3,883.90	\$6,000.00	64.73%
E 801-42280-382 Water Utilities	\$0.00	\$0.00	\$0.00	0.00%
E 801-42280-383 Gas Utilities	\$130.84	\$4,593.09	\$10,000.00	45.93%
E 801-42280-384 Refuse & Recycling	\$0.00	\$0.00	\$0.00	0.00%
E 801-42280-385 Sewer Utilities	\$0.00	\$0.00	\$0.00	0.00%
E 801-42280-401 Building Repair & Maintenance	\$0.00	\$14.36	\$0.00	0.00%
E 801-42280-520 Buildings & Structures	\$0.00	\$0.00	\$0.00	0.00%
E 801-42280-560 Office Equipment & Furnishings	\$0.00	\$636.00	\$2,500.00	25.44%
E 801-42280-580 Other Equipment	\$0.00	\$0.00	\$0.00	0.00%
E 801-42280-720 Operating Transfers	\$0.00	\$0.00	\$0.00	0.00%
E 801-49360-721 Equipment Revolving Fund	\$0.00	\$65,000.00	\$65,000.00	100.00%
E 801-49360-722 Capital Improvement Fund	\$0.00	\$0.00	\$0.00	0.00%
E 801-49360-726 Building Improvement Fund	\$0.00	\$0.00	\$0.00	0.00%
E 801-49990-725 Contingencies	\$0.00	\$0.00	\$0.00	0.00%
E 801-49990-750 Use of Reserves	\$0.00	\$0.00	\$0.00	0.00%
801 FIRE PARTNERSHIP FUND	\$39,280.99	\$463,266.56	\$579,129.00	
802 FIRE EQUIP & CAPITAL FUND				
E 802-42265-550 Motor Vehicles	\$0.00	\$13,000.00	\$0.00	0.00%
E 802-42265-580 Other Equipment	\$0.00	\$0.00	\$0.00	0.00%
E 802-49360-721 Equipment Revolving Fund	\$0.00	\$0.00	\$0.00	0.00%
802 FIRE EQUIP & CAPITAL FUND	\$0.00	\$13,000.00	\$0.00	
	\$39,280.99	\$476,266.56	\$579,129.00	

FIRE PROTECTION SERVICES AGREEMENT

THIS FIRE PROTECTION SERVICES AGREEMENT (“**Agreement**”) is made effective this _____ day of _____, 2025 (“**Effective Date**”), by and among WEST SUBURBAN FIRE DISTRICT, a Minnesota non-profit corporation, (“**WSFD**”), CITY OF MAPLE PLAIN, a Minnesota municipal corporation, (“**Maple Plain**”) and city of INDEPENDENCE, Minnesota municipal corporation (“**Independence**”; Maple Plain and Independence sometimes individual a “**City**” and collectively “**Cities**”; Cites and WSFD sometimes individually a “**Party**” and collectively “**Parties**”).

WHEREAS, Maple Plain operates the Maple Plain Volunteer Fire Department and by that *Agreement Establishing the Maple Plain-Independence Fire Services Partnership Between Maple Plain and Independence*, dated December 31, 2002 (“**Partnership Contract**”) provides and other emergency services for the Cities in the Fire Service Area, depicted on attached Exhibit A (“**Fire Service Area**”); and

WHEREAS, the Maple Plain Volunteer Fire Department shall cease operations and the Partnership Contract shall terminate effective December 31, 2025; and

WHEREAS, the Cities desire to contract with WSFD for firefighting, fire inspection, fire suppression and fire prevention, emergency incident management, rescue, emergency medical services, and hazardous materials response within the Fire Service Area (“**Fire Services**”); and

WHEREAS, on _____ 2025, Maple Plain and WSFD entered into that Lease Agreement (“**Lease Agreement**”), which Lease Agreement provides the terms and conditions related to WSFD’s lease of the fire station located at 1645 Pioneer Ave, Maple Plain, MN 55359; and

WHEREAS, Maple Plain is the owner of that fire equipment listed on attached Exhibit B (“**Maple Plain Equipment**”); and

WHEREAS, the Cities desire to receive and WSFD desires to provide Fire Services in the Fire Service Area by entering into this Agreement.

NOW, THEREFORE, the Parties, for good and valuable consideration and the terms and obligations herein, agree as follows:

1. **Incorporation.** The above recitals and all attached exhibits are a material part of this Agreement and are incorporated herein.
2. **Term.** This Agreement shall be effective as of the Effective Date. The term of this Agreement will commence on January 1, 2026 (the “**Commencement Date**”), and will expire on December 31, 2030, unless terminated sooner, renewed, or extended in accordance with this Agreement (the “**Initial Term**”). Thereafter, this Agreement shall automatically be renewed for five (5) year renewal terms (each a “**Renewal Term**”; Initial Term and Renewal Term sometimes individually a “**Term**”) unless a City elects

not to renew this Agreement at the end of the then-current Term by giving written notice to the other Parties at least two (2) years prior to the end of the then-current Term.

3. **Service Provided.**

- a. Generally. During the Initial Term of this Agreement, and during any extended or Renewal Term, WSFD shall provide Fire Services in the Fire Service Area whenever notified and dispatched and shall employ its best efforts to protect and save life and property from destruction by fire or medical emergency. The level of services rendered, standards of performance, hiring and discipline of personnel, and all matters related to WSFD policies, procedures, rules, and regulations shall be consistent with the policies, standard operating procedures, and historic levels of service provided by WSFD. The delivery and performance of such services shall remain within the sole discretion and control of WSFD, but shall be subject to periodic review by the Cities.
- b. Reports. WSFD shall provide an annual report to each City that reflects the most recent five (5) year history of fire and emergency medical response calls in the Fire Service Area, the most recent three (3) year summary of WSFD revenues and expenses, a current list of fixed assets and capital equipment, and any other information that the Cities may reasonably request. In addition, WSFD shall provide the Cities monthly reports reflecting the previous month's fire and emergency medical response calls in the Fire Service Area.
- c. Equipment. Except as otherwise provided in this Agreement, WSFD shall purchase, own, or lease, and, in all events, maintain in good order and repair such firefighting apparatus and equipment as may be necessary and suitable for provision of Fire Services in the Fire Service Area.
- d. Call Priority. All decisions concerning call priority shall be made in the sole discretion of the WSFD Fire Chief or other WSFD officer who may be in charge in the absence of the WSFD Fire Chief and subject to the reasonable review and approval of the West Hennepin Public Safety Director. Nothing in this Agreement shall be construed as requiring WSFD to respond to a call when all available equipment and personnel are responding to a previously reported call.
- e. Mutual Aid Service. This Agreement shall not be construed as limiting in any way WSFD's provision of mutual aid services, provided however that such service shall be furnished as soon as reasonably possible without jeopardizing WSFD's ability to respond to a call for Fire Service in the Fire Service Area.

4. **Staffing.**

- a. Generally. Personnel assigned to provide Fire Services shall be volunteer officer and firefighter members of WSFD. Unless otherwise provided in this Agreement, all obligations with respect to Workers' Compensation, retirement payments and benefits, withholding tax, and insurance for each WSFD member or volunteer firefighter shall be the responsibility of WSFD and the Cities shall not be required to provide any of the foregoing compensation or non-wage benefits. WSFD and its members, employees, and agents are independent contractors of the Cities. The City and WSFD agree that WSFD shall not at any time or in any manner represent that WSFD or any of its members, employees, or agents are agents or employees of the Cities, and WSFD shall be solely responsible for timely payment of all taxes, Workers' Compensation benefits, and compensation for injuries to its members, employees, and agents while performing their duties.
- b. Maple Plain Firefighters. WSFD agrees that it shall hire all active firefighters of the Maple Plain Volunteer Fire Department listed on attached Exhibit C ("**Maple Plain Firefighters**"). Beginning on the Commencement Date, all Maple Plain Firefighters that have accepted a position with WSFD shall become active firefighters of the WSFD and shall be subject to the same rules, regulations, and control as all other WSFD personnel. All Maple Plain Firefighters shall be subject to a one (1) year probationary period starting on the Commencement Date.

Notwithstanding Section 4a, Maple Plain and Independence shall make an annual contribution to WSFD's PERA retirement account for five (5) years after the Commencement Date in order to cover all costs associated with the higher pension program (the "**Annual Contributions**"). The Annual Contributions shall be \$3,626.27 per Maple Plain Firefighter that have accepted a position and is retained by WSFD on the Commencement Date. The per Maple Plain Firefighter amount shall be paid annually based on the actual Maple Plain Firefighters that are retained by WSFD for the respective year. Maple Plain and Independence shall evenly share the Annual Contributions being separately responsible for fifty percent (50%). Once all Annual Contributions have been paid for the five (5) years after Commencement Date, WSFD shall be solely responsible for all subsequent retirement payments and benefits for the Maple Plain Firefighters in accordance with Section 4a including during any Renewal Terms.

5. Cost of Service.

- a. Initial Term. For the Initial Term years beginning on the Commencement Date, the cost of Fire Services shall be in an annual amount of \$491,070.00 ("**Initial Budget**"), with Maple Plain responsible for \$214,633.87 and Independence responsible for \$276,436.13. The Parties agree to yearly audit and the Initial Budget will be adjusted up to a maximum increase of five percent (5%) per year.

- b. Renewal Terms. For each Term after the Initial Term, including any Renewal Terms, the cost of Fire Services to the Cities shall be determined for each calendar year using the WSFD formula described on attached Exhibit D.
 - c. Method of Payment. The allocated costs of Fire Services to each City in the Initial Term and each Renewal Term shall be payable in monthly installments or, upon mutual agreement of WSFD and a City, in quarterly installments. A City may prepay all or part of the allocated costs of Fire Services.
 - d. One-Time Cost. Within thirty (30) days of the Commencement Date, the Cities shall pay WSFD a one-time payment of approximately \$37,000.00, as may be increased when reasonably necessary, for uniforms, truck decals, and related equipment necessary for the Maple Plain Firefighters to operate as WSFD firefighters (the “**Equipment Cost**”). Independence and Maple Plain shall each be responsible for fifty percent (50%) of the Equipment Cost. WSFD agrees that the Equipment Cost is a one-time payment and that unless otherwise described in this Agreement any subsequent charges for uniforms, truck decals, and related equipment shall be the sole responsibility of WSFD.
 - e. Apparatus Cost. The Parties agree to pay for the cost of a new tanker truck, the cost of which will be determined by WSFD, in the following manner: (i) WSFD shall be responsible for fifty percent (50%) of the cost; (ii) Maple Plain shall be responsible for twenty-five percent (25%) of the cost; and (iii) Independence shall be responsible for twenty-five percent (25%) of the cost. The costs responsibility of the Cities may be financed or paid at the time the tanker truck is put into service.
6. **Maple Plain Equipment.**
- a. Relinquishment. In consideration of this Agreement and for the purposes of providing Fire Services, Maple Plain agrees to relinquish to WSFD and WSFD agrees to accept from Maple Plain the Maple Plain Equipment, subject to the terms and conditions of this section.
 - b. Title. Maple Plain represents and warrants to WSFD that Maple Plain is seized of good and sufficient title and interest to the Maple Plain Equipment and has full authority to enter into and execute this Agreement. Maple Plain further covenants there are no liens, judgments, or impediments of title on the Equipment, or affecting Maple Plain’s title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use of the Maple Plain Equipment by WSFD as set forth herein.
 - c. Delivery. The Maple Plain Equipment shall be available for pick-up and delivery as of the Commencement Date. WSFD shall be responsible for all pick-up and delivery of the Maple Plain Equipment and all costs and fees associated therewith.

At the time of delivery, Maple Plain shall transfer any title or other ownership documents to WSFD and the Maple Plain Equipment shall become the sole property of WSFD.

- d. “As-Is”. The Maple Plain Equipment is being given to WSFD and WSFD accepts the Equipment “as-is” with no warranty or guarantee as to its condition and/or suitability for any particular purpose.

7. **Termination.**

- a. Events of Termination. Except as otherwise provided herein, this Agreement may be terminated as follows:
 - i. By any Party for any reason at least two (2) years prior to the date of termination, except that in consideration of the Cities relinquishment of the Maple Plain Equipment, WSFD agrees that it will not cease or otherwise terminate the provision of Fire Services within the Fire Service Area for convenience and without cause, irrespective of the reason, except by written consent of all Parties.
 - ii. By any Party upon a default of any covenant or term hereof by another Party, which default is not cured within ninety (90) days of receipt of written Notice of default to the other Party, unless such default may not reasonably be cured within a 90-day period, in which case, this Agreement may not be terminated if the defaulting Party commences action to cure the default within such 90-day period, proceeds diligently to fully cure the default and thereafter cures the default.
- b. Notice of Termination. The Parties shall give Notice of termination in writing in the manner prescribed in Section 10d. Upon such termination, this Agreement shall be of no further force and effect except to the extent of the representations, warranties, and indemnities made by each Party to the others hereunder.

- 8. **Defense and Indemnification**. WSFD agrees to indemnify, defend, and hold harmless each City and its elected officials, officers, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, fines, penalties, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by the City or for which the City may be liable, which arise from negligence, willful misconduct, or other fault of WSFD or its employees, agents, or officers in the execution or performance of this Agreement, provided the same is not due to the negligence or willful misconduct of the City. The indemnification obligations of this paragraph shall survive the termination or expiration of this Agreement.

9. **Insurance.**

- a. Workers' Compensation. WSFD must maintain Workers' Compensation insurance no less than the minimum limits required by Applicable Law. The policy shall also provide Employer's Liability coverage with limits of \$500,000 Bodily Injury each accident, \$500,000 Bodily Injury by disease, policy limit, and \$500,000 Bodily Injury by disease, for each employee.
- b. Commercial Liability. WSFD shall provide to each City, upon the Commencement Date, and maintain, at all times, a Commercial General Liability Coverage Certificate of Insurance with limits of at least \$2,000,000 for each person and each occurrence, for both personal injury and property damage.
- c. Additional Insured - Certificate of Insurance; Coverage. WSFD shall provide evidence of the required insurance in the form of a Certificate of Insurance issued by a company authorized to do business in the State of Minnesota, which includes all coverage required in this Section with an AM Best rating of no less than A-VII. WSFD shall include each City as an Additional Insured as their interest may appear under this Agreement on the Commercial General Liability Policy. Further, in the event the above minimum requirements do not meet a City's maximum tort liability under Minn. Stat. § 466.04, then the City shall be promptly provided with a replacement Certificate of Insurance that meets or exceeds the City's maximum tort liability under Minn. Stat. § 466.04. Said insurance shall be maintained at all times.

10. Fire Advisory Board. ?

11. Miscellaneous.

- a. Entire Agreement. This Agreement sets forth the entire, final, and complete understanding between the Parties hereto relevant to the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, relevant to the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by all Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.
- b. Assignment. No Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third-party without the prior written approval of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed. The respective rights and obligations provided in this Agreement shall bind and shall inure to the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. No rights however, shall inure to the benefit of any assignee, unless such assignment shall have been made in accordance with this Section.

- c. Amendments. Any amendments to this Agreement shall be effective only if in writing signed by an authorized representative of all Parties.
- d. Notice. Unless explicitly set forth to the contrary herein, all notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing and be deemed to have been given (a) when received or rejected by the addressee if sent by a nationally recognized overnight courier (receipt requested), or (b) when received or rejected by the addressee if sent by United States Postal Service (receipt requested) (“**Notice**”). A Notice must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a Notice given in accordance with this Section):

If to be given to Maple Plain:

City of Maple Plain
Attn: City Administrator
5050 Independence St.
Maple Plain, MN 55359

With copy to:

Hoff Barry, P.A.
Attn: City Attorney
100 Prairie Center Drive, Suite 200
Eden Prairie, MN 55344

If to be given to Independence:

City of Independence
Attn:

With a copy to:

If to be given to WSFD:

- e. Severance and Authority. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one

- provision shall not limit the enforceability, in whole or in part, of any other provision. In the event that a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect. Each of the Parties hereto warrants to the others that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.
- f. Governing Law. This Agreement shall be construed, governed, and enforced in accordance with the laws of the state of Minnesota.
- g. Venue and Attorneys' Fees. Any court action to enforce the terms, conditions and rights herein shall be brought in Hennepin County District Court. The prevailing Party shall be entitled to recover reasonable costs and reasonable attorney's fees incurred as a result of such action.
- h. Interpretation. For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.
- i. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- j. No Waiver. The failure of any Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

- k. Survival. The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
- l. Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the Term of this Agreement, a Renewal Term or any extension of either of the foregoing.
- m. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- n. Counterparts. This Agreement may be executed in any number of identical counterparts and, as so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Independence, Maple Plain, and WSFD agree to exchange original signed counterparts in their possession.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF MAPLE PLAIN,
a Minnesota municipal corporation

BY: _____
Mayor

AND: _____
City Administrator

CITY OF INDEPENDENCE,
a Minnesota municipal corporation

BY: _____
Mayor

WEST SUBURBAN FIRE DISTRICT,
a Minnesota non-profit corporation

By: _____

Its: _____

EXHIBIT A
Fire Service Area

DRAFT

EXHIBIT B
Maple Plain Equipment

DRAFT

EXHIBIT C
List of Maple Plain Volunteer Fire Department Firefighters

DRAFT

EXHIBIT D
WSFD Budget Formula

DRAFT

FIRE STATION LEASE AGREEMENT

THIS FIRE STATION LEASE AGREEMENT (“**Agreement**”) is made effective this _____ day of _____, 2025 (“**Effective Date**”), by and between the CITY OF MAPLE PLAIN, a Minnesota municipal corporation, (“**City**”) and WEST SUBURBAN FIRE DISTRICT, a Minnesota non-profit corporation (“**WSFD**”; City and WSFD sometimes a “**Party**” and collectively “**Parties**”).

WHEREAS, City is the fee owner of that Property located at 1645 Pioneer Ave, Maple Plain, MN 55359, and legally described on attached Exhibit A (the “**Property**”) and located on the Property is the fire station building shown on attached Exhibit B (the “**Fire Station**”); and

WHEREAS, City by separate agreement will be or has contracted with WSFD (the “**Contract**”) for firefighting, fire suppression and fire prevention, emergency incident management, fire inspections, rescue, emergency medical services, and hazardous materials response (“**Fire Services**”); and

WHEREAS, City desires to lease exclusive use of the Fire Station, with all fixtures and equipment therein and all rights appurtenant thereto, and that portion of the Property upon which it is located, together with non-exclusive easements over the Property for ingress and egress to the Fire Station and the generator serving the Fire Station (collectively, the “**Premises**”) to WSFD for the purpose of providing the Fire Services.

NOW, THEREFORE, the Parties, for good and valuable consideration and the terms and obligations herein, agree as follows:

1. **Incorporation.** The above recitals and all attached exhibits are a material part of this Agreement and are incorporated herein.
2. **Demising Clause.**
 - a. City leases to WSFD and WSFD leases from City the Premises on the terms and conditions contained in this Agreement.
 - b. WSFD shall have the right to use the Premises for the purposes of providing the Fire Services in accordance with the Contract and in compliance with this Agreement.
3. **Term and Possession.**
 - a. Initial Term. This Agreement shall be effective as of the Effective Date. The term of this Agreement will commence on January 1, 2026 (the “**Commencement Date**”), and will expire on December 31, 2031 (the “**Expiration Date**”; period between Commencement Date and Expiration Date, the “**Initial Term**”), which Expiration Date may be terminated sooner or extended in accordance with this Agreement. WSFD shall be entitled to possession of the Premises commencing

on the Commencement Date and shall relinquish possession on the Expiration Date.

- b. Extension Term. Unless this Agreement is terminated in accordance with its terms, this Agreement shall automatically be extended for successive additional five (5) year term(s) (each, an “**Extension Term**”; Term and Extension Term, collectively “**Term**”), unless a Party provides 180 days written notice to the other Party of its intent to terminate this Agreement on the Expiration Date of the Initial Term or respective Extension Term.
- c. Termination. Notwithstanding any provisions to the contrary contained in this Agreement, this Agreement or any renewal or extensions thereof shall terminate upon the effective date of termination or expiration of the Contract.

4. **Rent.**

- a. Rent. WSFD shall pay to the City annual rent for the Fire Station in advance, without Notice, demand or set-off (except as otherwise set forth herein), in the amount of One and No/100 Dollars (\$1.00) (“**Rent**”) on or before January 1 of each year of the Term.
- b. Interest. Rent and all other sums owing to City hereunder which are not paid on their due date shall accrue compound interest from the due date at the rate of one and one-half percent (1.5%) per month, which interest shall be paid with the delinquent payment.

5. **Use and Occupation.**

- a. Permitted Use. The Premises shall be used and occupied by WSFD solely for WSFD’s officers, employees, agents, officers, and invitees to provide the Fire Services, in accordance with the Contract and all applicable local, state, and federal rules and regulations (“**Permitted Use**”). WSFD shall not use nor permit the use of the Premises or any portions thereof for any other purposes without the City’s prior written approval.
- b. Injury; Nuisance; Waste. WSFD shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or any of its contents, or cause a cancellation of any insurance policy covering the Premises or any part of the Premises or any of its contents. WSFD shall not use or allow the Premises to be used for any unlawful or objectionable purpose, nor shall WSFD cause, maintain or permit any nuisance in, on or about the Premises. More specifically, WSFD shall not use or store any noxious chemicals on the Premises, except to the extent necessary for the Premises to be used for the Permitted Use. WSFD shall not commit or allow to be committed any waste in or upon the

Premises nor use the Premises in a manner that constitutes a public or private nuisance.

- c. City Installation of Exhaust System. City will install the exhaust system serving the Fire Station prior to the Commencement Date (“**Exhaust System**”). WSFD shall be responsible for maintaining the Exhaust System as provided for in Section 11. The City will take reasonable measures to assign any warranties for the Exhaust System to WSFD.
6. **Taxes.** The Parties acknowledge and agree that the City’s ownership and use/occupancy of the Property is exempt from real estate taxation. WSFD shall be liable for and shall pay before delinquency (and, upon demand by City, WSFD shall furnish City with satisfactory evidence of the payment thereof) all taxes and assessments of whatsoever kind or nature, and penalties and interest thereof, if any, levied against WSFD’s property and any other personal property installed in and upon the Premises, whether or not affixed to the realty. If, at any time during the Term, any of said property shall be taxed or assessed as part of the Property, then such taxes or assessments shall, for the purposes of this Agreement, be deemed to be personal property taxes or assessments. For the purpose of determining the amount of such taxes or assessments which are deemed to be personal property taxes or assessments, figures supplied by the County Assessor or other taxing authority as to the amount thereof shall be conclusive.
7. **Utilities.**
 - a. WSFD Responsible. All utilities to serve the Fire Station are the responsibility of WSFD, at WSFD’s expense, including but not limited to, electricity, fuel oil, gas services, fuel for the generator, telephone, trash collection, water, sewer service, storm sewer service, cable or satellite television, internet, connection fees or any other like utilities serving the Fire Station. WSFD may remove snow from the Premises, at no cost to the City and no offset of Rent.
 - b. Interruption. City does not warrant or guarantee that any of the services referred to above or any other services upon or to the will be free from interruption. WSFD acknowledges that any one or more of such services may be suspended if there is a strike, an accident, or if repairs or improvements must be made for reasons beyond City’s control. Any such interruption or discontinuance of services shall never be deemed an eviction or disturbance of WSFD’s use and possession of the Premises, or any part thereof, or render the City liable to WSFD for damages by abatement of rent or otherwise, or relieve WSFD from performance of WSFD’s obligations under this Agreement.
8. **Quiet Possession; Subordination.**

- a. Quite Possession. City covenants that WSFD, on paying the rent, other amounts owed, and performing the covenants herein, shall peaceably and quietly have, hold, and enjoy the Premises for the Term.
 - b. Subordination. This Agreement is subject and subordinate to all present or future financial encumbrances on the Property, and is further subject to all present and future easements, conditions, contracts, and encumbrances of record, and to all applicable laws, ordinances and governmental rules and regulations. Such subordination shall be self-executing without further act on the part of City or WSFD; provided, however, that WSFD shall at any time hereafter, at the request of City or any lien holder, or any purchaser of the Property or any part thereof, execute any instruments that may be required, and WSFD hereby irrevocably authorizes City to execute and deliver in the name of WSFD any such instrument if WSFD fails to do so.
9. **City's Reserved Rights**. City reserves the following rights: (a) to take any and all measures necessary or desirable for the operation, safety, protection or preservation of the Premises, including repairs, alterations, decorations, additions or improvements, whether structural or otherwise, in and about the Premises or any part thereof; (b) to enter to verify use of the Premises; (c) maintain its own, separate internet on the Premises; (d) maintain an electronic lock system for the Fire Station; and (e) maintain and operate cameras on the exterior of the Fire Station. The existing interior cameras will be disabled on the Commencement Date, unless otherwise requested in writing by WSFD. City may during business hours, except in the case of emergency, enter upon the Premises and may exercise any or all of the foregoing rights without being deemed guilty of an eviction (actual or constructive) or disturbance of WSFD's use or possession and without being liable in any manner to WSFD and without abatement of Rent or affecting WSFD's obligations hereunder.
10. **Alternations and Improvements**.
 - a. Changes; Alterations; Additions. WSFD agrees that it is leasing the Premises and accepting to the condition of the Premises "AS IS" and that City is under no obligation to make any structural or other alterations, decorations, additions, or improvements. WSFD shall not make or allow to be made any changes, alterations or additions to the Fire Station or any part of the Premises without the City's prior written approval. Any changes, alterations, or additions in or to the Fire Station shall be at WSFD's sole cost and expense and, except for WSFD's trade fixtures, equipment and furnishings, shall become at once a part of realty and be the sole property of the City. WSFD shall comply with all applicable ordinances, codes, statutes, and regulations of local, state, and federal governmental authority. By executing this Agreement, City is not approving the construction or installation of any changes, improvements, alterations, or additions on the Premises or Fire Station. WSFD shall have the responsibility to

make any and all necessary applications for construction, installation, or other work or permits required by any governmental authority and receiving approval of the same.

If a change, improvement, alteration, or addition is made or commenced without the City's consent, and the City does not give subsequent approval thereof, WSFD shall, upon receiving written notice from the City, restore that portion of the Fire Station or Premises affected by the improvement to its preexisting condition and WSFD's sole cost and expense.

- b. No Liens. WSFD shall allow no mechanic's liens to be incurred or filed against the Property. WSFD shall promptly pay for all alterations and improvements, which it may make under this Agreement that are approved by City, and shall save and hold harmless City from any and all losses, including attorneys' fees, incurred by reason of mechanic's liens or other claims for skill, labor or material furnished or performed, or claimed to have been furnished or performed, on account of any such alteration or improvement made by WSFD hereunder. WSFD may contest any such mechanic's liens and prosecute all proceedings for the purpose of such contest pursuant to Minn. Stat. § 514.01, *et seq.* WSFD shall indemnify City against any loss or liability by reason of such contest.
- c. Signs. WSFD shall not place or maintain any signs on the Premises, without authorization by City.
- d. Remaining improvements. Any leasehold improvements to the Premises shall be and remain the property of City and no compensation shall be paid to the WSFD when and if the WSFD vacates the Premises.

11. Operation; Repairs; Maintenance.

- a. City shall keep the foundations, exterior walls, garage doors, garage door openers, roof, and the exterior HVAC system serving the Fire Station in good repair, and, if necessary or required by proper governmental authority, make modifications or replacements thereof, except that City shall not be required to make any such repairs, modifications, or replacements which become necessary or desirable by reason of the acts or omissions of WSFD, its agents, employees, contractors, guests or invitees, or by reason of anyone illegally entering the Fire Station. In such event, WSFD shall pay the cost upon being billed by City. City agrees to inspect the Fire Station roof condition starting on the second anniversary of the Commencement Date and every 2 years thereafter.
- b. Except as provided in Section 11.a.:

- i. WSFD, at its expense, shall maintain the generator serving the Fire Station in good and operable condition and keep the interior of the Fire Station in a safe and tenantable condition based on the purpose of this Agreement. If WSFD does not do so, City may (but need not) repair and maintain the generator and/or restore the Fire Station to a safe and tenantable condition, with WSFD paying the cost upon being billed by City. This Section shall not apply to damage or destruction otherwise provided for in this Agreement.
- ii. WSFD, at its expense, shall be responsible for all operating costs of the Fire Station as well as major and minor maintenance, repairs, or replacement, including, but not limited to, the Exhaust System, of any and all alterations or improvements to the Fire Station, but excluding those items set forth in Section 11.a.

12. Destruction or Damage.

- a. WSFD agrees:
 - i. That it will obtain all necessary state and local permits for its operations as necessary.
 - ii. That it will operate in accordance with all federal, state, and local laws and regulations.
 - iii. That it will be solely responsible for security of the Premises and for any loss, damage, or destruction thereof.
 - iv. That it will keep the Premises in such repair as at the commencement of the Term or may be put in during continuance thereof, reasonable wear and tear and damage by fire or extended peril coverage perils only excepted.
 - v. That it will not injure, overload, or suffer to be injured or overloaded the Premises or any part thereof.
 - vi. That it will not make or suffer any unlawful, improper or offensive use of the Premises or any use thereof contrary to any applicable local, state, or federal rules or regulations, or which shall be injurious to any person or property or which shall be liable to endanger or affect any insurance on the said Premises.
- b. If all or a substantial portion of the Premises is rendered un-tenantable by fire or casualty, and it is reasonably anticipated by WSFD that even though undertaken and pursued with all due diligence, it will require more than six (6) months to repair the Premises, then within twenty-one (21) days after the fire or casualty, City shall send a written notice of its determination to the WSFD. Then either Party may terminate this Agreement as of the date of the fire or casualty by sending the other Party a notice in writing of its election to so terminate within

fourteen (14) days after the date of the notice from the City described above. During the period when the Premises are 50% or more un-tenantable due to fire or casualty such that all or a substantial portion of the Premises cannot be occupied or operated for the purposes stated herein, the Rent shall be abated on a prorated basis for the period during which the Premises is un-tenantable.

13. Holding Over.

- a. If WSFD, without the consent of City, retains possession of the Premises or any part thereof after termination of the Term, then City can elect to recover possession of the Premises by pursuing its rights under this Agreement or at law. Alternatively, City can elect to retain WSFD on a month-to-month tenancy, terminable in accordance with law, at a Rent of One and No/100 Dollars (\$1.00) payment monthly at 1st of each applicable month.
- b. City shall exercise its election of the above-described alternatives by delivering a written notice thereof to WSFD within thirty (30) days after the first day of WSFD's retention of possession beyond the Term.

14. Surrender of Possession. Upon the termination of the Term, WSFD shall immediately surrender the Premises (together with any alterations and improvements) to City in good order, repair and condition, ordinary wear and fire or casualty losses for which WSFD is not responsible excepted, and shall remove all equipment, trade fixtures and other items of WSFD's property from the Premises. WSFD shall pay City upon demand the cost of repairing any damage to the Premises caused by such removal. WSFD shall leave the Premises in its pre-Commencement Date condition, reasonable wear and tear and any approved improvements and alterations excepted. If WSFD fails or refuses to remove WSFD's property from the Premises, WSFD shall be presumed to have abandoned the property and City may dispose of the property without incurring liability, at WSFD's expense.

15. Compliance with Laws, Ordinances, and Regulations.

- a. Throughout the Term, WSFD, at its sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, opinions, directives, regulations, and requirements of all federal, state, city, and other local governments.
- b. WSFD shall likewise observe and comply with, or shall cause to be observed and complied with, all the requirements of all policies of comprehensive general liability, fire, and other insurance at any time in force with respect to the Premises.

16. Default; Termination.

- a. Events of Termination. Except as otherwise provided herein, this Agreement may be terminated as follows:
- i. By either Party upon a default of any covenant or term hereof by the other Party, which default is not cured within thirty (30) days of receipt of written Notice of default to the other Party, unless such default may not reasonably be cured within a 30-day period, in which case, this Agreement may not be terminated if the defaulting Party commences action to cure the default within such 30-day period, proceeds diligently to fully cure the default and thereafter cures the default;
 - ii. By either Party upon 360 days' prior written Notice.
- b. Removal and Restoration. Upon expiration or termination of this Agreement for any reason, WSFD shall remove its equipment, personal property, and any other leasehold improvements from the Premises within ninety (90) days of the date of expiration or termination and shall repair any damage to the Fire Station or Premises caused by such equipment, normal wear and tear excepted; all at WSFD's sole cost and expense, whether removed by WSFD or City. Any equipment or other improvements or property that is not removed by the end of such 90-day period shall, at City's option, become the property of the City. In the event WSFD leaves any personal property, equipment, or improvements on the Premises without City's written consent, WSFD shall reimburse City for the cost of removing and disposing of the same. Notwithstanding anything contained herein to the contrary, The terms and conditions of this subsection shall survive the termination or expiration of this Agreement.
- c. Notice of Termination. The Parties shall give Notice of termination in writing in the manner prescribed in Section 20.d. All rent and other amounts paid for under this Agreement prior to said termination date shall be retained by City; provided, however, if WSFD terminates this Agreement due to City default pursuant to Section 19.a.i. above, City shall reimburse WSFD for the pre-paid, un-earned rent actually paid by WSFD from the date of termination through the end of the then-current lease year. Upon such termination, this Agreement shall be of no further force and effect except to the extent of the representations, warranties, and indemnities made by each Party to the other hereunder.
- d. Limitation of City's Liability. In the event the City is in breach of this Agreement, City's liability for damages to WSFD shall be limited to the actual and direct costs incurred by WSFD as a result of the breach, including equipment removal, relocation or repair, but specifically excluding, among other things, any recovery for securing a replacement site, loss of business or profit, special, compensatory, consequential or related damages to WSFD. Neither Party shall be liable to the other for any interruption in the other Party's service or interference with business or operation of the other, except as may be caused by the willful misconduct of the

other Party. Notwithstanding anything in this Agreement to the contrary, the Parties are not waiving their rights, if any, to equitable remedies such as, without limitation, injunctive relief, and specific performance.

17. Defense and Indemnification.

- a. WSFD shall defend, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, and agents from any liability, loss, cost, and obligations, including reasonable attorneys' fees, arising out of the condition, maintenance, use or operation of the Premises, including any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon, or about the Premises, or due directly or indirectly to this Agreement, or the condition, maintenance, use or operation of the Premises by WSFD, WSFD's employees, members, board, officers, agents, volunteers, clients and invitees. The indemnification provision of this Article shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.
- b. WSFD knows, understands, and acknowledges the risks and hazards associated with using the Premises for the purposes stated herein and hereby assumes any and all risks and hazards associated therewith. WSFD hereby irrevocably waives any and all claims against the City or any of its elected and appointed officials, officers, employees, and agents for any bodily injury (including death), loss or property damage incurred by WSFD as a result of using the Premises, except to the extent such claims arise out of the negligence or willful misconduct of City, and hereby irrevocably releases and discharges the City and any of its officials, employees, or agents from any and all claims of liability, except to the extent such claims arise out of the negligence or willful misconduct of City.
- c. WSFD represents and warrants that its use of the Property herein will not generate and WSFD will not store or dispose on the Property nor transport to or over the Property any hazardous substance in violation of applicable law. WSFD further agrees to hold City harmless from and indemnify City against any release of any such hazardous substance and any damage, loss, or expense or liability to the extent resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof to the extent any release is caused by the acts of WSFD, its employees or agents. For purposes off this Section, the term "**hazardous substance**" shall be interpreted broadly to mean any substance or material defined or designated as hazardous to toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after

release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

- d. The provisions of this Section shall survive termination, expiration, or cancellation of this Agreement.

18. Insurance.

- a. Before taking possession of the Premises, WSFD shall secure and maintain insurance from an insurance company authorized to write casualty insurance in the State of Minnesota that will protect itself and City from claims for bodily injury, death or property damage which may arise from WSFD's use of the Premises under this Agreement. WSFD shall have filed a certificate of insurance with the City on or before the Commencement Date. Each certificate of insurance shall contain as additional named insureds the City and its elected and appointed officials, officers, employees, and agents as an additional named insured. Each certificate of insurance and policy shall contain a clause providing that it shall not be cancelled by the insurance company without thirty (30) days' written notice to the City of intention to cancel.
- b. Unless otherwise specifically waived in writing signed by the City, the required insurance shall not be less than the following:
 - i. Workmen's Compensation and Employer's Liability Insurance: Shall be secured and maintained as required by the State of Minnesota.
 - ii. Public Liability, Personal Injury, and Property Damage:
 - 1. Injury or death of one person - \$2,000,000
 - 2. Injury to more than one person in a single accident - \$2,000,000
 - 3. Property damage - \$2,000,000
 - iii. Automobile and Truck Public Liability, Personal Injury and Property Damage, including Owned and Non-Owned Vehicles:
 - 1. Injury or death of one person - \$2,000,000
 - 2. Injury to more than one person in a single accident - \$2,000,000
 - 3. Property damage - \$2,000,000

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required insurance limits. The above establishes minimum insurance requirements. In the event the above minimum requirements do not meet the City's maximum tort liability under Minn. Stat. § 466.04, then the City shall be promptly provided with a replacement certificate of insurance that meets or exceeds the City's maximum tort liability under Minn. Stat. § 466.04. Said insurance shall be maintained at all times during the Term.

- 19. **Condemnation.** In the event the whole of the Property is taken by eminent domain, this Agreement shall terminate as of the date title to the Property vests in the condemning

authority. In event a portion of the Property is taken by eminent domain so as to prevent WSFD's continued use of the Premises under this Agreement, WSFD shall have the right to terminate this Agreement as of said date of title transfer, by giving thirty (30) days' written Notice to City. In the event of any taking under the power of eminent domain, WSFD shall not be entitled to any portion of the award paid for the taking and the City shall receive full amount of such award. WSFD hereby expressly waives any right or claim to any portion thereof; all damages, whether awarded as compensation for diminution in value of the leasehold or to fee title of the Property, shall belong to City. WSFD shall have the right to claim and recover from the condemning authority any amounts recoverable by WSFD on account of any and all damage to WSFD's business and any costs or expenses incurred by WSFD in moving/removing its personal property or leasehold improvements.

20. Miscellaneous.

- a. Title. City represents and warrants to WSFD as of the Effective Date, and covenants during the Term that City is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. City further covenants during the Term that there are no liens, judgments, or impediments of title on the Property, or affecting City's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Fire Station by WSFD as set forth above. WSFD acknowledges that this is an agreement to operate, maintain and use the Premises only and that the WSFD does not in any way acquire title to the Premises under this Agreement.
- a. Entire Agreement. This Agreement sets forth the entire, final, and complete understanding between the Parties hereto relevant to the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, relevant to the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.
- b. Assignment. WSFD shall not assign its interest in this Agreement and shall not sublet any portion of the Premises, or any right or privilege provided under the Lease or use of the Premises, or suffer any other person to occupy or use any portion of the Premises without the written consent of Landlord, which consent may be withheld in Landlord's sole discretion.
- c. Amendments. Any amendments to this Agreement shall be effective only if in writing signed by an authorized representative of both Parties.
- d. Notice. Unless explicitly set forth to the contrary herein, all notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing

and be deemed to have been given (a) by hand-delivery, (b) when received or rejected by the addressee if sent by a nationally recognized overnight courier (receipt requested), or (c) when received or rejected by the addressee if sent by United States Postal Service (receipt requested) (“**Notice**”). A Notice must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a Notice given in accordance with this Section):

If to be given to City:

City of Maple Plain
Attn: City Administrator
5050 Independence St.
Maple Plain, MN 55359

If to be given to WSFD:

With copy to:

Hoff Barry, P.A.
Attn: City Attorney
100 Prairie Center Drive, Suite 200
Eden Prairie, MN 55344

- e. Severance and Authority. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. In the event that a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.
- f. Voluntary and Knowing Action. The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- g. Authorized Signatories. The Parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

- h. No Partnership, Joint Venture, or Fiduciary Relationship. Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Parties, it being understood that the sole relationship created hereby is one of landlord and tenant. No third party is entitled in any way to rely upon any provision in this Agreement. This Agreement is intended solely for the benefit of City and WSFD and no third party shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith.
- i. Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the WSFD agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may 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 WSFD and involve transactions relating to this Agreement. The WSFD agrees to maintain these records for a period of six (6) years from the date of termination of this Agreement.
- j. Data Practices. The Parties acknowledge that this Agreement is subject to the requirements of Minnesota’s Government Data Practices Act, Minn. Stat. § 13.01 *et seq.*
- k. Governing Law. This Agreement shall be construed, governed, and enforced in accordance with the laws of the state of Minnesota.
- l. Venue and Attorneys' Fees. Any court action to enforce the terms, conditions and rights herein shall be brought in Hennepin County District Court. The prevailing Party shall be entitled to recover reasonable costs and reasonable attorney’s fees incurred as a result of such action.
- m. Person; Gender; Number; Section Headings. As used in this Agreement, the word “person” means and includes, where appropriate, an individual, corporation, partnership, or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall include any other gender. The section and paragraph headings contained in this Agreement are solely for reference purposes, and shall not affect in any way the meaning or interpretation of this Agreement.
- n. No Waiver. The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

- o. Survival. The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
- p. Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the Term of this Agreement.
- q. Counterparts. This Agreement may be executed in any number of identical counterparts and, as so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, City and WSFD agree to exchange original signed counterparts in their possession.

[Remainder of page intentionally left blank; Signature pages and exhibits follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF MAPLE PLAIN,
a Minnesota municipal corporation

BY: _____
Mayor

AND: _____
City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Julie M. Maas-Kusske and Jacob Kolander, the Mayor and the City Administrator, respectively, of the City of Maple Plain, a Minnesota municipal corporation, on behalf of the said municipal corporation.

Notary Public

WEST SUBURBAN FIRE DISTRICT,
a Minnesota non-profit corporation

By: _____

Its:_____

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, 2025,
by _____ of West Suburban Fire District, a Minnesota nonprofit corporation, on
behalf of said nonprofit corporation.

Notary Public

This Instrument Drafted By:
Hoff Barry, P.A. (SBL)
100 Prairie Center Drive, Ste. 200
Eden Prairie, MN 55344

EXHIBIT A
Legal Description of Property

DRAFT

EXHIBIT B
Depiction of Fire Station

DRAFT



Maple Plain Fire Department

Fire Chief's Report

3rd Quarter 2025

Maple Plain Fire Department – Chief Rick Denneson

Vision as Fire Chief

To build an organizational structure that provides unity, compassion, necessary tools, equipment, training, and leadership for firefighters to be successful when in action.

Calls Year to Date September 30th – Report #857 & #553

In the third quarter of 2025, we responded to 83 calls for service. That is down 19 calls from the same time last year. We are at 288 total calls for service in 2025 compared to 279 at this time last year.

- 63 EMS & Rescue calls
- 6 Alarm calls
- 3 Fire calls including mutual aid to our neighboring departments
- 4 Good intent or service calls – Smoke in the area, burn permit, gas purge
- 7 Hazardous calls – no fire – Gas leak, gas spill, wire down

Where these calls are occurring – Report #384

Independence – 31 calls for service

Maple Plain – 46 calls for service

Three Rivers Parks – 2 calls

Mutual Aid Given – 4 calls for service

Mutual Aid Received – 0 calls

Training Update

During the 3rd quarter of this year, we trained with our confined rescue ropes and harness systems, radio communications, and some air pack confidence training. We had a training vendor give us a 3-hour classroom and hands on course covering electric vehicles and how to handle fires involving EV's. We have recently purchased some specialty equipment to help us deal with EV's. This quarter we also completed our annual first aid refresher. We are required to have a minimum of 8 hours per year to keep our certification. We do this in 2 – 4-hour training sessions each year.

With our consolidation coming closer with WSFD, we have been doing more training with the 2 departments together. We have exchanged training schedules as well as public relations events.

Equipment Update

We received the long-awaited replacement Tahoe. Our purchase of the used Tahoe from the Minnetonka Fire Department was completed. This is a 2015 Chevy Tahoe with 52,000 miles on it. It came already equipped with emergency lights and sirens. It has been in service for a couple of months now. The retired Tahoe is set to go to auction.

Personnel

At the end of July, council approved 2 new applicants for hiring, bringing our numbers to 21 in total on the department. One of the 2 came with their basic firefighting and first aid training already completed.

Consolidation with WSFD

We continue to work towards our consolidation with the West Suburban Fire District with our finalization date of 12/31/2025. We continued our transition team meetings as well as Chief Leuer and I meeting separately to keep tasks on track. On August 21st, the Cities of Maple Plain and Independence held a joint council meeting where separately as cities they both passed resolutions confirming their intent to proceed with the consolidation of the Maple Plain Fire Department with the West Suburban Fire District. The Maple Plain city attorney is working with the WSFD attorney to complete the legal agreements needed for the consolidation.

In the last 2 months, our focus has been to work together more on training, calls and public events. We are pushing the 2 departments to operate more as one, getting the members to get to know each other better and solidify the working relationship.

Calls of Interest

7-10-2025 in the 2200 block of CO 92N in Independence, we responded to a house fire. The fire started outside the residence near a window. A resident was burning weeds and some hot embers got up underneath the siding, starting it on fire. We were able to quickly extinguish the fire with minimal damage to the rest of the house.

7-12-2025 myself and an engine crew responded to a call for mutual aid to Mound fire on an apartment fire at Presbyterian Homes in Spring Park. There were a couple of injuries to residents, but the fire was quickly extinguished. Our crew helped with extinguishment and overhaul.

7-24-2025, MPFD responded to the Baker Park beach for a report of a drowning. Our crews arrived and assisted with CPR on a juvenile male that was there as part of a summer school program. The child was transported by ambulance to the hospital but died from the incident. Support for our crew was provided, and they attended a Critical Incident Stress Debriefing in the following days.

8-1-2025, we responded to a vehicle crash involving a motorcycle on CO 19 and Sycamore Trail. Upon arrival, the driver was found to have serious injuries. West Suburban fire also responded and set up a landing zone for North Air Care helicopter.

8-12-2025 @ 11:57pm, we assisted the WSFD with a truck and a crew at a house fire in the 4100 block of Wild Meadows in Medina. Our crew assisted with fire control and command operations for several hours. No one was injured in the fire.

9/11/2025 in the 5600 block of Drake Drive, a long time Independence resident was working in her garden and went unconscious. We arrived and performed CPR but were unsuccessful with lifesaving efforts.

9/16/2025 MPFD was called for a crash with injuries in the 1900 block of Baker Park Road. A pickup truck rear ended a school bus. Luckily no kids on the bus were hurt and the driver of the other vehicle sustained only minor injuries. We assisted with checking the injured driver and traffic control.

Community Events

During this quarter, we have attended and helped with several community events

- Delano 4th of July Parade
- Hamel Rodeo
- Long Lake 5K Run
- Tour De Tonka
- Polo Classic
- Night to Unite
- Station Birthday Party for Orono Education Alliance
- Discovery Center Vehicle Fair
- Battle of the Badges
- Orono Homecoming Parade

Maple Plain Fire Department

Extrication Tool Executive Summary

October, 2025

**Brad Couser
10-10-2025**

Purpose:

We are due to replace our outdated extrication equipment for the department. Our goal is to replace our outdated tools with newer, more modern tools. The newer technology has allowed for all these tools to operate on battery alone and be cord free. Without the cord acting as a tether restricting the working range of the tool, the newer tools will allow for a more versatile approach with how and when these tools will be utilized along with a much faster deployment due to not having to set up the power unit and hoses to operate the tool.

Selection of Tools:

When selecting the tools, we compared them based on weight, length and strength (both spreading and cutting). We rated the cutting strength using the NFPA cut ratings which are a series of letters denoting a successful cut through different sized and shaped materials. The spreaders do not have the same standardized ratings, so we compared those at max spreading force. Based on the above factors, we decided to look at tools from Holmatro, Hurst and Genesis. Each manufacturer came in and gave us a demo and overview of their tools. They explained the design and special features of each tool.

Evaluation:

To evaluate the tools, we brought all three manufacturers back in and compared them in a head-to-head fashion. We had three cars to cut up and were able to get hands on with the tools comparing them side by side. The tools were evaluated based on

- Fit and feel
- Weight
- Length
- Battery life
- Functionality
- Strength

For the cutter strength we specifically looked at the NFPA cut ratings and the maximum cut width. For the spreaders strength we specifically looked at spread distance and spreading force. Spread force is not measured to any standard and is based solely off the highest strength recorded for each given tool. I have attached a chart that shows the NFPA test and what each of the corresponding letters mean in the rating. I have also attached a spreadsheet with the specifics of each spreader and cutter we looked at.

Holmatro PCU50i and PSP50:

The Holmatro tools power to weight ratio on these tools are unmatched. They pack the biggest

punch while still maintaining a light enough weight to be maneuvered around and used above your head. The twist grip trigger is nice as it allows the user to manipulate the tool in any angle with just a twist of the handle. These tools are also very balanced as most of the weight is right near the handle. The 360-degree flexible handle also allows the user to position the tool any way needed to affect the cut or spread. The handle is also extremely flexible and won't break no matter how far it bends. The cutter has an offset head allowing for a more ergonomic position when making high or low cuts. This cutter is the only one of the three we looked at that offers an offset head. These tools also have a dedicated battery for the tool specifically designed to work to maximum efficiency in the tool. The tools have a fantastically long run time on them. To improve run time, the tool will go into standby mode where the pump stops but the tool stays ready. All that is needed to "wake" the tool up is to twist the grip and it will turn right back on. The negative for these tools is that the battery is mounted near the handle with the power button facing up. This could lead to the battery inadvertently being shut off/ power button being pressed.

Genesis SC240-Sli and S49-Sli:

The Genesis tools were quite heavy and long. Weighing in just over 1-2 pounds heavier than the competitors and is also the longest tools by about 2 inches. The tool was not very balanced and was found to be very front heavy causing the tool to be hard to manipulate and get into the right spot. Once they were in position, the tools cut and spread nicely. The tools were very awkward to try and manipulate because of their length and lack of balance. The front handle of the tool had the ability to adjust, and it was recommended that it was left loose to allow for easy adjustment. We found that when left loose, the handle would allow the tool to somewhat rotate while cutting. These tools are activated by a finger trigger, and it worked great when the tool was at waist height and oriented normally. Once the tools were moved or at a different level or orientation, the finger trigger was hard to use causing you to have to contort your body or potentially get into a bad spot to use the tool. The Genesis tools are powered by a Milwaukee battery platform that would allow us to use the batteries we already have on the trucks to power them. It was recommended however, that the tools have their own dedicated batteries. Because the batteries are not tool specific, the tools had about a 15-minute run time on them. To save battery life, the tool is designed to shut down and go into a standby mode. The tools would shut down within about 5 seconds of when you stop using them and to start again you would have to turn the battery power back on.

Hurst S789 and SP555E3:

The Hurst tools cut very nice and moved quickly while cutting and spreading. The weight was balanced however still a bit front heavy. The tools were easy to manipulate and move into the correct cutting and spreading spots, however, they were a little limited based on the bulky housing surrounding the tools. The tools are controlled by a rotary thumb dial which worked well in any

position. A nice feature of the hurt tools was the light up direction arrows on the top so you could see if you were opening or closing the tool. Hurst also has a dedicate battery with a very good battery life. It is mounted on the back of the tool which causes the tools to be a bit longer. A negative for the tool besides the balance is that the tools housing is a bit bulky making it awkward to position in certain spots. The cutter also doesn't offer an offset head, and the handle is rigid and fixed making it hard to position the tool in non-normal cuts and spreads.

Recommendation:

After the group's evaluation, it is our recommendation that we go with the Homlatro tools. The overall weight to strength and the functionality with the tools made it the best option for the department.

The group recommends that we go with the PCU50i cutter and the PSP50 spreader and the PTR50 Telescopic ram for Engine 12. The group also recommends 2 spare batteries per set of tools with accompanying chargers. I have attached a quote from Jefferson Fire and Safety for the above recommended tools.

Extrication Tools Spec Comparison - Saved

Search for tools, help, and more (Option + Q)

Section 5, Item B.

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	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1	Auto Extrication Tool																
2																	
3	Brand/Type	Weight (LBS)	Length (in)	Cutting Strength (lbf)	Max Cutter Opening (in)	NFPA Cut Rating	Spreading Force (lbf)	Max Spreader Opening (in)									
4	CUTTERS:																
5	Holmatro PCU50i	47.6	35.1	312260	7.2	A8 B8 C7 D9 E9 F4											
6	Genesis SC240-Sli	47.4	36.9		7.3	A8 B9 C7 D9 E9 F4											
7	Hurst S 789	49.6 w/o Bat	35.7		8.07	A8 B9 C8 D9 E9 F5											
8																	
9																	
10																	
11	SPREADERS:																
12	Holmatro Spreader PSP50	46.1	38				82280	28.5									
13	Gensis S49 -Sli	47.62	39.3				112629	28.94									
14	Hurst SP555E3	43.9 w/o Bat	36.3				147942	28.7									
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Sheet1

Workbook Statistics

Give Feedback to Microsoft

100%



Ultimate Safety Concepts, Inc.

DBA: Clarey's Safety Equipment

1725 Highway 14 East

Rochester, MN 55904

507-289-6749 or 800-558-8009 - Fax 507-289-5213

Proudly Serving Our Customers Since 1968

Section 5, Item B.

☐

ORDER

☒

QUOTE

DATE	10-10-25	ACCOUNT #		
	BILL TO:		SHIP TO:	
CUSTOMER:	MAPLE PLAIN FD		MAPLE PLAIN FD	
ADDRESS				
CITY/STATE/ZIP				
CONTACT NAME:	BRAD COUSER		PO #	
PHONE:		EMAIL		
FAX:		SHIPPING CHARGES QUOTED?		

FROM:	CORY LATTERNER	952-607-7225	
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NUMBER OF PAGES:	1
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WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING EQUIPMENT:

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
3		MILWAUKEE 6.0AH BATTERIES	\$200.00	\$600.00
1		MILWAUKEE 6 BANK RAPID CHARGER	\$325.00	

**Equipment Management Company**

22824 West Winchester Drive
Channahon, IL 60410
US
815-467-8762
Fax: 815-467-8763

Pending

Section 5, Item B.

Quote 12004

Order Date: 10/10/2025

Printed Date: 10/10/2025

Page: 1

Bill To:

Clarey's Safety Equipment
1725 Highway 14 East
Rochester, MN 55904
US

Ship To:

Maple Plain Fire Department

Maple Plain, MN 55359
US

Customer ID	Purchase Order			Valid Until	Ship Via	F.O.B.		Sales Rep	Ship From
CLAREY				/ /	Best Way			MCARL	DIRECT
Ord Qty			U.O.M. Description	Item Number	Item Status	Unit Price	Discount	Tax Est Ship Date	Extended Price
1			EACH	1101469GRS	Sale	19,881.00000	0.000	N	19,881.00
			S49 SLi 28" Spreader 18V					10/10/2025	
1			EACH	1101550GRS	Sale	17,815.50000	0.000	N	17,815.50
			SC240 SLi Nxt Gen Smooth Cut Blades 18V					10/10/2025	
1			EACH	1100145GRS	Sale	14,215.50000	0.000	N	14,215.50
			22-54 SLi Tele Ram 18V					10/10/2025	
Non Taxable Subtotal									51,912.00
Taxable Subtotal									0.00
Order Discount									0.00
									0.00
Order Total									51,912.00

49



Jefferson Fire and Safety, Inc.
 7620 Donna Drive
 Middleton, WI, 53562
 Phone: 608-836-0068
 Web: www.jeffersonfire.com

Quote

Section 5, Item B.

Order No: 226329
 Order Date: 9/10/2025
 Due Date: 9/10/2025
 Salesperson: Tim Gerrits
 Customer ID: 04401

BILL TO:		SHIP TO:		
Maple Plain Fire Department 1645 Pioneer Ave. Maple Plain MN 55359		Maple Plain Fire Department 1645 Pioneer Ave. Maple Plain MN 55359		
CUSTOMER P.O. NO.	TERMS	CONTACT		
	Net 20 Days	Brad Couser		
FOB POINT	SHIPPING TERMS	SHIP VIA		
		UPS		
ITEM	ITEM DESCRIPTION	QTY.	UNIT PRICE	EXT PRICE
HOL 159.000.224	Holmatro PCU50 Cutter Next Gen	1.00	12,739.68	12,739.68
HOL 159.000.237	Holmatro PSP50 Spreader Next Gen	1.00	13,683.94	13,683.94
HOL 159.000.227	Holmatro PTR50 Telescopic Ram Next Gen	1.00	11,253.94	11,253.94
HOL 151.004.315	Holmatro Battery PBPA288	6.00	790.00	4,740.00
HOL 151.000.742	Holmatro PBCH2 Battery Charger, 115 VAC	3.00	499.00	1,497.00
HOL 151.000.503	Holmatro DCPC1 Pentheon Daisy Chain Power Cord	2.00	15.00	30.00
HOL 151.001.902	Holmatro TRE05 Pentheon Extension Pipe	1.00	886.55	886.55
HOL 150.182.044	Holmatro Tool Station Tarp	1.00	0.00	0.00

Signature

Date

Where applicable, freight and/or tariff surcharge will be added to the invoice. All returns must be received within 30 days of delivery and may be subject to a 25% restocking fee. Custom orders cannot be returned. Visit our website for complete details: www.jeffersonfire.com

*** Credit card payments will incur a 3% processing fee ***

Sales Total:	44,831.11
Freight:	0.00
Tax Total:	0.00
Total (USD):	44,831.11

May 28, 2025

To Whom It May Concern:

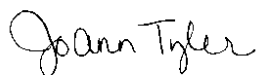
The purpose for this letter is to certify that as of this date, the sole factory authorized source of sales and service for Holmatro Rescue Equipment in the Minnesota counties of Anoka, Benton, Big Stone, Blue Earth, Brown, Carver, Chippewa, Chisago, Cottonwood, Dakota, Dodge, Douglas, Faribault, Fillmore, Freeborn, Goodhue, Grant, Hennepin, Houston, Isanti, Jackson, Kanabec, Kandiyohi, Lac qui Parle, Le Sueur, Lincoln, Lyon, Martin, McLeod, Meeker, Mille Lacs, Morrison, Mower, Murray, Nicollet, Nobles, Olmsted, Pine, Pipestone, Pope, Ramsey, Redwood, Renville, Rice, Rock, Scott, Sherburne, Sibley, Stearns, Steele, Stevens, Swift, Todd, Traverse, Wabasha, Waseca, Washington, Watonwan, Winona, Wright, and Yellow Medicine will be:

Jefferson Fire & Safety Inc
7620 Donna Dr
Middleton WI 53562
608-836-0068

For your sales and service solutions, please contact Tyler Jefferson directly at 608-692-1786.

If you need any further information, or if I can be of assistance in any other way, please feel free to contact me as well.

Kind regards,



JoAnn Tyler
National Sales Manager
443-758-5495