



**AGENDA
CITY COUNCIL - WORKSHOP
MAPLE PLAIN CITY HALL
February 23, 2026
5:30 PM**

- 1. CALL TO ORDER**
- 2. ADOPT AGENDA**
- 3. DISCUSSION**
 - A.** West Hennepin Public Safety Department Activity Report
 - B.** Tower Lease with Hennepin County
 - C.** Field Use Contracts
 - D.** Newsletter & Utility Billing
- 4. COUNCIL REPORTS**
- 5. FUTURE WORKSHOP TOPICS**
 - A.** Parking Regulations
 - B.** Gateway Blvd Pedestrian Safety & Crosswalk Modifications
 - C.** City Council Salaries
 - D.** 5 Year Finance CIP
 - E.** Ordinance 343 Amending City Code Chapter 6, Article 2 Nuisance Violation
 - F.** Ordinance Amending Maple Plain City Code Regarding The Maple Plain Fire Department
- 6. ADJOURNMENT**



Executive Summary
City Council Workshop

AGENDA ITEM: West Hennepin Public Safety Department Activity Report
PREPARED BY: Matt DuRose, Director of West Hennepin Public Safety
RECOMMENDED ACTION: Discussion

Summary:

Director DuRose requested time at a future City Council workshop to present updates to the West Hennepin Public Safety activity report and to be available to answer questions regarding the data, statistics, and reporting methodology. The revised activity report is attached for Council review.



Date: February 6, 2026
To: Public Safety Commissioners
City of Independence Council Members
City of Maple Plain Council Members
From: Director Matt DuRose
SUBJECT: January 2026 Monthly Activity Report

I am excited to present to you an updated version of the West Hennepin Public Safety Monthly Activity Report. While most of the report provides the same information as the previous version, we have updated the format and some of the data to more closely align with our offense reporting to the State of Minnesota. This report will continue to provide an overview of the monthly activity as well as year-to-date information for the reader.

All incidents are broken down as defined in the National Incident-Based Reporting System (NIBRS). NIBRS is the accepted reporting system utilized by police agencies across the country. NIBRS provides more complete and detailed incident information because it requires reporting of every offense committed within the incident. By detailing all offenses reported to West Hennepin Public Safety, it may appear that crime statistics are higher than what they have been, but this isn't necessarily the case. In this month's report, you will see that there were 24 criminal offenses reported, but they occurred in only 10 incidents.

NIBRS is broken down in the following categories:

Group A offenses

Animal Cruelty	Drug offenses	Homicide	Prostitution
Arson	Embezzlement	Human Trafficking	Robbery
Assault	Extortion	Kidnapping	Sex Offenses
Bribery	Forgery	Larceny	Stolen Property
Burglary	Fraud	Motor Vehicle Theft	Weapon Laws
Destruction/Damage	Gambling	Obscene Material	

Group B offenses

Bad Checks	Driving Under Influence	Liquor Law Violations	All Other Offenses
Curfew	Drunkenness	Peeping Tom	
Disorderly Conduct	Family Offenses	Trespass	

In addition to reporting Group A & B offenses, this activity report includes traffic related activity and community engagement activities of West Hennepin Public Safety. I look forward to the opportunity to discuss this new format with you and the community.

If anyone would like more detailed data, please contact my office.

Respectfully submitted,

West Hennepin Public Safety Monthly Activity Report

January 2026



January 2026 Overview

Calls for Service
Maple Plain
126 (32.7%)

Total Calls for Service
386

Calls for Service
Independence
222 (57.5%)

Traffic Offenses
48

DWIs
1

Traffic Offenses
93

DWIs
0

Crashes
2

Arrests
4

Aid Other
Agency
38 (9.8%)

Crashes
18

Arrests
0

Group A Offenses
10

Group B Offenses
8

Group A Offenses
5

Group B Offenses
1

*Traffic Offenses include citations, parking tickets, written and verbal warnings



Calls for Service: Non-Criminal

Medicals & Lift
Assists/Falls

27

Alarms

16

Traffic
Complaints

7

Suspicious
Activity

8

Disturbance

2

Welfare Check
& Mental Health

6

Record Checks
& Permits

37

Animal Calls

3

*Medicals & Lift Assists/Falls include all medical emergencies

*Alarms include home, business, fire, CO2 alarms

*Disturbance includes fights, harassment, and disorderly situations

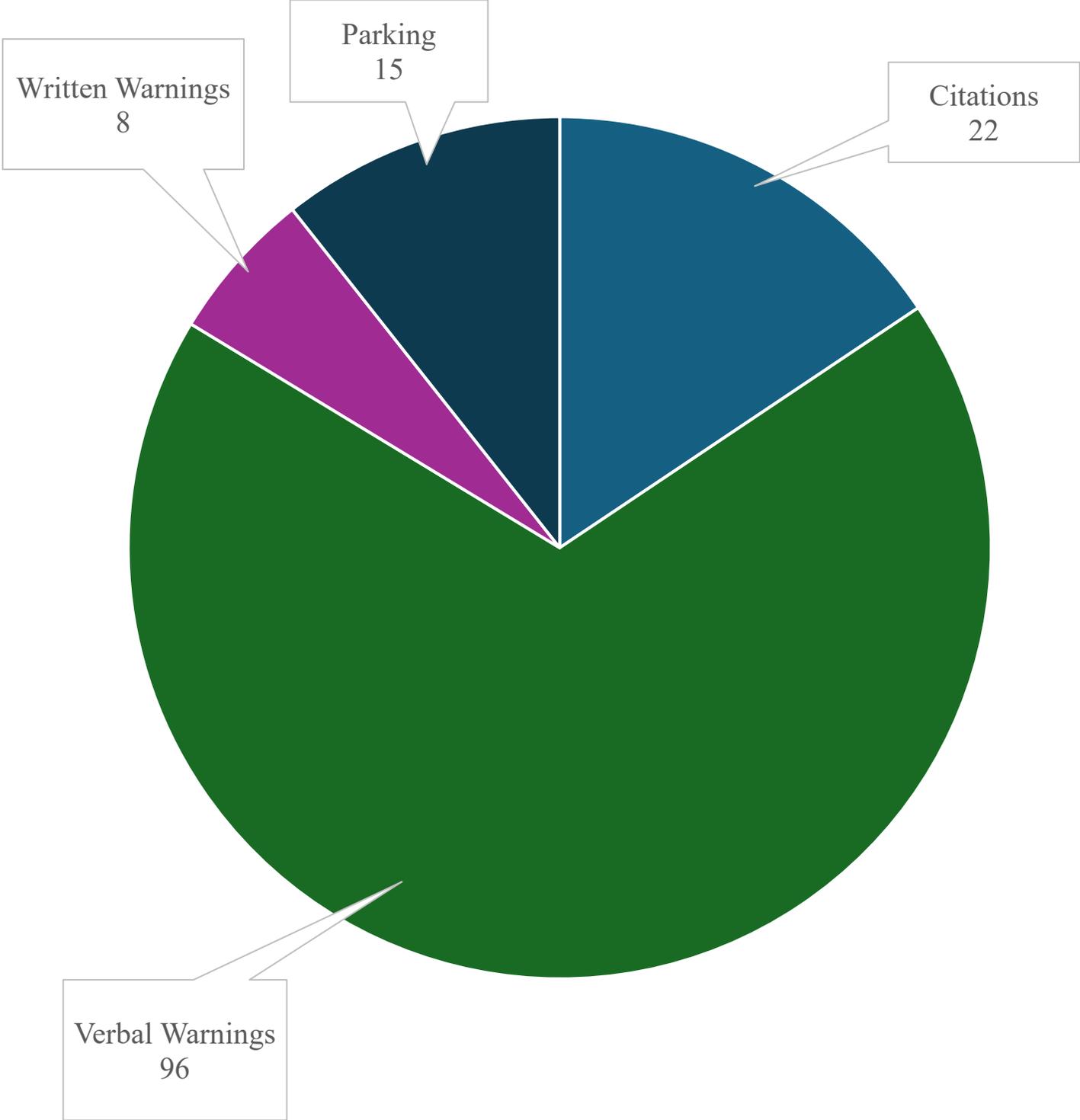


Notable Calls for Service

- **Welfare Check, ICR 26000095:** 01/04/2026, 1500 block of Halgren Road, Maple Plain. Officers were dispatched to check the welfare of an employee who was recently fired making suicidal comments. Officers arrived at the employee's residence and spoke to him about the reporting party's concerns. He advised he was not suicidal and was just upset about losing his job. He was advised to call back if he needs assistance.
- **Suspicious Activity, ICR 26000228:** 01/17/2026, 9300 block of Maria Road, Independence. Officer was dispatched to a suspicious activity report where the homeowner saw three individuals walk up the homeowner's driveway. The reporting party had the incident on video. They can be heard saying "we are on somebody's property" and "take a picture". Extra patrol will be provided to the area.
- **Disturbance, ICR 26000322:** 01/26/2026, 3600 block of Ihduhapi Trail, Independence. Officer was dispatched to an individual acting aggressively and believed to be under the influence of drugs. Officers attempted to find additional resources for the subject, and he was ultimately unwilling to cooperate. He decided to leave on foot but shortly returned and asked for assistance. Officers believed the subject was a potential danger to himself considering the cold weather. He was placed on an emergency transport hold and was taken to the hospital.
- **Welfare Check, ICR 26000334:** 01/27/2026, 5800 block of Main Street W, Maple Plain. Officer was dispatched to check the welfare of the reporting party's friend who texted and said he had overdosed. Officer arrived on scene and spoke to the patient who admitted to taking 90 pills and had thoughts of self-harm. The patient was placed on an emergency evaluation hold and transported to the hospital.
- **Narcotics Complaint, ICR 26000385:** 01/31/2026, 4800 block of Gateway Boulevard, Maple Plain. Officer was dispatched to the listed location where someone turned in a baggie believed to be drugs. Officer arrived and watch video surveillance and was unable to pinpoint a suspect to prove possession. Officer seized the bag and brought it back to the police department where the contents tested positive for Methamphetamine. The narcotics were placed into evidence for destruction. The Drug Task Force was notified.

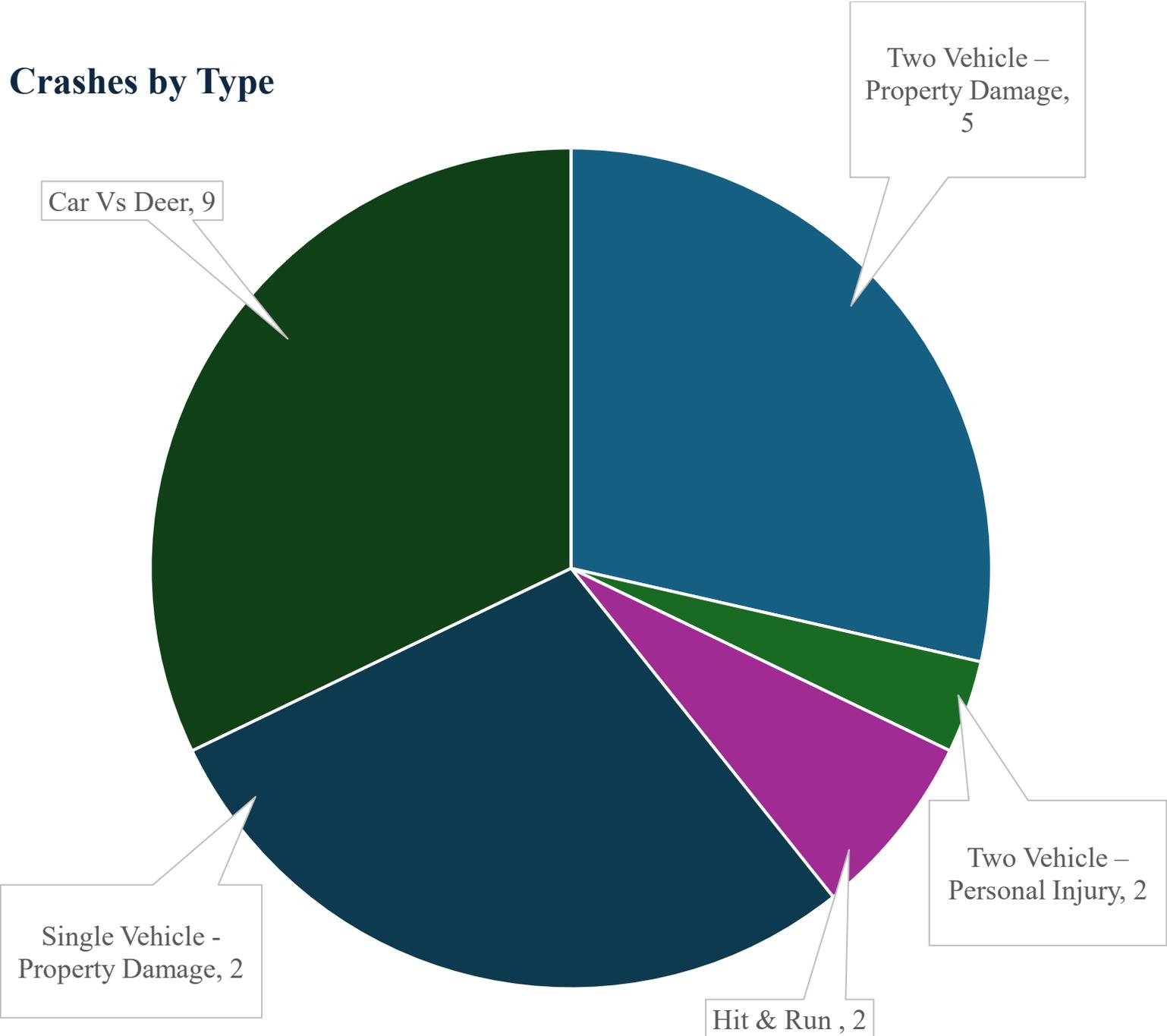


Traffic Offense Data



Crash Statistics

Crashes by Type



Criminal Offenses

Assault
2

Possession of
Controlled
Substance
3

Fraud
2

Theft
7

DWI
3

Court Order
Violation
1

Domestic Assault
1

Disorderly Conduct
1

Fleeing in Motor
Vehicle
1

Stolen Property
1

Criminal Vehicular
Operation
2

*24 total reportable criminal offenses to the State/FBI in 10 separate incidents



Notable Criminal Offenses

- **Receiving Stolen Property, ICR 26000261:** 5300 block of Highway 12, Maple Plain. Officers received information of suspicious activity. Officers arrived and found a stolen trailer. Two males were taken into custody. The incident is under investigation.
- **3rd Degree DWI Arrest, ICR 26000267:** 1300 block of Baker Park Road, Maple Plain. Officer received a traffic complaint about a vehicle repeatedly crossing into oncoming traffic and traveling at inconsistent speeds. Officer located the vehicle and observed the driver asleep at the wheel. Officer spoke to the driver who displayed signs of impairment. Field Sobriety Tests were conducted and a preliminary breath test showed 0.00. A search warrant was granted for a blood draw, which was executed. During a search incident to arrest, methamphetamine was located. Charges pending test results.
- **Domestic Assault/Protection Order Violation, ICR: 26000312** 5200 block of Bryantwood Drive, Maple Plain. Officer was dispatched to a domestic assault where there was an order for protection in place. Officers arrived on scene and determined the suspect shoved the victim causing the victim to become fearful. The suspect was booked and transported to Hennepin County Jail where the suspect was charged with domestic assault and violation of an order for protection.
- **Theft, ICR: 26000337:** 5400 block of Highway 12, Maple Plain. Officer took a report of a theft from vehicle. The reporting party advised a company plow truck had been parking at a closed business parking lot and someone stole a snowblower out of the bed of the pickup truck. The incident was recorded on the business' surveillance cameras. Forwarded to investigations for further.
- **Assault, ICR: 26000379:** 4800 block of Gateway Boulevard, Maple Plain. Officers received a call of a traffic complaint where a vehicle was hitting guardrails and had stopped at the listed location. WHPS Officers were enroute to the call, while assisting agency Officers were already on scene. The driver was non-compliant and began fighting with Officers. Ultimately, the driver was able to put the vehicle in drive and sped off leaving three Officers with injuries. Alerts were put out on the driver who was taken into custody a few days later.



Community Engagement

- **January 5:** Officers Splichal and Raskin attended morning coffee at Haven Homes and introduced themselves to residents and answered their questions.
- **January 5:** Sgt Ebeling met with Haven Homes administration for a regularly scheduled check-in to discuss calls for service.
- **January 6:** Chief DuRose attended Wayzata PD's swearing in and promotional ceremony.
- **January 13:** Chief DuRose attended the West Hennepin Chamber of Commerce meeting as a newly elected board member.
- **January 22:** Chief DuRose attended the regularly scheduled Lakes Area Planning Group meeting to discuss Emergency Management in the area.
- **January 27:** The regular meeting of the West Hennepin Public Safety Police Commission was held at the WHPS office.
- **January 27:** Chief DuRose attended the monthly board meeting for West Hennepin Chamber of Commerce.
- **January 29:** Chief DuRose attended the Quarterly Meeting for West Suburban Fire District.
- **January 29:** Chief DuRose attended the regularly scheduled West Metro Drug Task Force Board meeting.
- **January 29:** Officer Eldred and Sergeant Ebeling attended the regularly scheduled Hennepin County Traffic Advisory Committee meeting.
- **January 31:** The Cool WHPS team Polar Plunged for the first time and raised over \$1,900 for Special Olympics Minnesota





Executive Summary
City Council Workshop

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

Summary:

The Water Tower Antenna Site Lease with Hennepin County and the Metropolitan Radio Board is approaching renewal. Staff recommends a **15-year lease extension**, continuation of **CPI-U rent adjustments every five years**, and administrative updates to modernize payment procedures. The original contract (1999) established a \$10,000 annual rent with CPI-based increases at each five-year interval. Applying all allowable CPI increases through 2024 results in an updated rent of **\$18,688 per year**. Consistent with municipal practice for long-term public-safety infrastructure leases, staff recommends a modest renegotiation premium of 7.5%, bringing the proposed annual rent to **\$20,750**.

Key Changes Proposed

- **15-Year Lease Extension:** Provides long-term stability for both agencies.
- **5-Year CPI Adjustments:** Maintains the existing inflation-based rent adjustment structure.
- **Updated Billing Procedure:**
 - The City will **no longer issue invoices**.
 - Hennepin County/Metropolitan Radio Board will be responsible for making timely payments.
 - The City will issue a **CPI adjustment notice each November** for the following year.

Rationale

These updates improve administrative efficiency, ensure the lease remains aligned with inflation, reduce staff workload, and appropriately value the City’s infrastructure used for regional public-safety communications.

Timeline

- **February 23, 2026 – Workshop:** Council will review and discuss the proposed terms.
- **March 23, 2026 – Council Meeting:** If no changes are requested at the workshop, staff will present the finalized contract amendment for approval.

Recommendation

Staff recommend the Council provide direction at the February 23rd workshop. If no modifications are requested, staff will return on March 23rd with a final contract amendment reflecting:

1. Annual rent of **\$20,750**
2. CPI-U-based adjustments every five years
3. Modernized payment procedures assigning responsibility to the lessee
4. A 15-year lease renewal term

99 669

Section 3, Item B.

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

ANTENNA SITE LEASE AGREEMENT

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

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

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

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

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

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

1. LEASED PREMESIS

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

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

2. TERM

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

3. USE

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

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

4. LESSEE CONDITIONS

This Lease is granted subject to the following conditions:

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

5. RENT

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

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

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

6. LESSEE INSTALLED PROPERTY

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

7. DUTIES OF LESSOR

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

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

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

8. DUTIES OF LESSEE

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

9. DAMAGE TO SITE

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

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

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

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

10. CANCELLATION

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

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

11. INDEMNIFICATION AND INSURANCE

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

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

12. SALE OR ASSIGNMENT

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

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

13. QUIET ENJOYMENT

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

14. DEFAULT BY LESSOR

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

15. MERGER AND MODIFICATION

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

16. INDEPENDENT CONTRACTOR

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

17. HAZARDOUS SUBSTANCES

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

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

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

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

18. NOTICES

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

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

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

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

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

19. CONTRACT ADMINISTRATION

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

20. NON-DISCRIMINATION - AFFIRMATIVE ACTION

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

21. RECORDS - AVAILABILITY

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

22. DATA PRIVACY

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

23. PAPER RECYCLING

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

24. MINNESOTA LAWS GOVERN AND SEVERABILITY

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

25. APPLICABLE PROVISIONS OF LAW

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

26. SUCCESSION OF AGREEMENT

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

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COUNTY BOARD APPROVAL

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

Approved as to form and execution

[Signature]
Assistant County Attorney
Date: 9/11/99

COUNTY OF HENNEPIN
STATE OF MINNESOTA

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

And: [Signature]
Assistant/Deputy/County Administrator

Attest: [Signature]
Deputy/Clerk of County Board

METROPOLITAN RADIO BOARD APPROVAL

Approved as to form

[Signature]
Legal Counsel

Date: 8/2/99

METROPOLITAN RADIO BOARD

[Signature]
By: Its Chair

Date: 8/6/99

CITY OF MAPLE PLAIN APPROVAL

Approved as to form

[Signature]
City Attorney
Date: 7-13-99

CITY OF MAPLE PLAIN
STATE OF MINNESOTA

[Signature]
By: Its Mayor

And: [Signature]
Its Clerk-Treasurer

Date: 7-13-99

EXHIBIT A

SITE PLAN and LEGAL DESCRIPTION OF PROPERTY

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

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

Area = 506,371 Square feet (11.625 Acres)

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

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

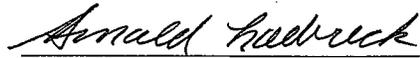
I, the undersigned Clerk of the City of Maple Plain, hereby certify that the following motion was passed by the city council on July 13th, 1999

Hennepin County

Antenna Site Lease Agreement

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

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



City Clerk

(SEAL)



Executive Summary
 City Council Workshop

AGENDA ITEM: Field Use Contracts
PREPARED BY: Kevin Larson, Assistant City Administrator
RECOMMENDED ACTION: Discussion and Direction

Background:

Current non-profit organizations have field use agreements with the City for the baseball and softball fields at Veterans Memorial Park and Rainbow Park. These agreements outline standard terms and conditions, including insurance requirements, rental fees, deposit fees, and prohibited or restricted activities.

In contrast, for-profit organizations have never had a formal agreement with the City. Instead, its field use arrangement was informally granted through a verbal agreement facilitated by Don Timpe, without a written contract or established terms.

Organization	2025		Timpe Field	VMP	RWP	RWP	RWP	Total Field use	cost per use	Wk Start	Wk End	total Wk
	Deposit	Usage Fee		SB Field	SB field 1	SB field 2	SB field 3					
Orono Baseball Association	\$ 500	\$ 1,200		46	46	46	46	184	\$ 6.52	Apl Wk 1	Oct Wk 2	23
Am. Legion/VFW - connected w/OBA	\$ -	\$ -	8					8	\$ -	June Wk 1	Jul wk 3	6
Orono Softball Association	\$ 500	\$ 1,200		44	44	44	44	176	\$ 6.82	Apl Wk 1	Sept Wk 4	22
Orono Schools - High School Baseball	\$ 500	\$ 1,200	17					17	\$70.59	Apl Wk 1	May Wk 3	8
7 games +10 practices												
Diamond Devils	\$ -	\$ -	14					14	\$ -	May wk 2	Jul wk 4	12
8 games +6 practices												

Current Financial Impact to Maintain the Fields

Mowing

Field	Sq Ft	per sq ft cost per mow	Single Mow	per sq ft cost per mow	Second mow	Total per Week	total seasonal weeks	Total Cost per Seasonal
Timpe Field	116,000	\$0.0016	\$ 185.60	\$0.00045	\$ 52.17	\$ 237.77	16	\$ 3,804.31
VMP Softball Field	73,000	\$0.0016	\$ 116.80	\$0.00045	\$ 32.83	\$ 149.63	23	\$ 3,441.51
Rainbow Softball fields	125,000	\$0.0016	\$ 200.00	\$ -	0	\$ 200.00	23	\$ 4,600.00

Watering Timpe Field

	Area (Sq Ft)	Avg. inches of water per sq ft	Total Gallons per week	Water cost per week	Total weeks of watering	Water cost per season
Timpe Field	116,000	0.623	72,268	\$ 792.36	13	\$10,300.72

Discussion

Staff wanted to revisit the usage fees for the organizations that utilize the park baseball and softball fields.

- One consideration is to assign the usage fee based on field usage and proportionally divide the cost among the organizations.

Organization	Wk Start	Wk End	total Wk	Mowing			Irrigation	Total	cost per use
				Timpe Field	VMP Softball Field	Rainbow Softball fields	Timpe Field		
Orono Baseball Association	Apl Wk 1	Oct Wk 2	23	0	\$ 1,755.17	\$2,346.00		\$4,101.17	\$ 22.29
Am. Legion/VFW - connected w/OBA	June Wk 1	Jul wk 3	6	\$ 874.99			\$2,369.17	\$3,244.16	\$ 405.52
Orono Softball Association	Apl Wk 1	Sept Wk 4	22		\$1,686.34	\$2,254.00		\$3,940.34	\$ 22.39
Orono Schools - High School Baseball	Apl Wk 1	May Wk 3	8	\$1,179.34			\$3,193.22	\$4,372.56	\$ 257.21
7 games + 10 practices									
Diamond Devils	May wk 2	Jul wk 4	12	\$1,749.98			\$4,738.33	\$6,488.31	\$ 463.45
8 games +6 practices									

EXHIBIT

A. Reservation Fees

Reservation Fees

	Resident / Local Business or Organization*	Non-Resident / Other Business or Organization
Veterans Memorial Park Picnic Shelter	Free	\$50
Veterans Memorial Park Band Shell	\$50	\$150
VMP Food Truck Electrical	\$25/truck	\$25/truck
VMP Softball Field (north)	Free	\$50
Don Timpe Field (south)	\$50/hour	\$50/hour
Concession Stand (<i>excludes equipment</i>)	\$25	\$50
Sound Equipment Use	\$25/hour	\$25/hour
Rainbow Park Picnic Shelter	Free	\$50
Rainbow Park Ballfields	Free	\$50
City Council Chamber	Free	\$100
Damage Deposit**	\$100	\$100

* For personal use only or for local use wherein the use of public facilities is not for the profit-generating purpose for a group or business.

** Damage Deposit not required in cases where Facility is utilized for Free, except for events with more than 50 people expected.



Executive Summary
City Council Workshop

AGENDA ITEM: Newsletter & Utility Billing
PREPARED BY: Mike DeLuca, City Council
RECOMMENDED ACTION: Discussion

Summary:

Council Member DeLuca has requested a workshop discussion regarding the City’s recent decision to resume mailing paper utility bills and printed newsletters. Previous Council direction favored electronic distribution as the default method due to cost, staff time, and overall efficiency. The shift back to paper mailings has generated concerns related to expenses, labor requirements, and long-term sustainability. Feedback from some residents has also highlighted questions about the cost and effectiveness of this change.

Items for Council Discussion

- Whether continuing full paper billing and newsletter mailings is cost-effective and operationally sustainable.
- Historical Council direction that supported electronic delivery as the City’s default communication method.
- Potential to re-establish electronic billing/newsletters as the default system, with an option for residents to “opt out” and receive paper copies upon request.
- Cost, staff workload, and process impacts associated with each option.

Purpose of the Discussion

To evaluate whether the current approach aligns with Council priorities for efficiency, financial responsibility, and accessibility, and to determine the preferred policy moving forward.