



CITY COUNCIL MEETING AGENDA
TUESDAY DECEMBER 16, 2025

CITY COUNCIL MEETING TIME: 6:30 PM

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. ****Consent Agenda****

All items listed under Consent Agenda are considered to be routine by Council and will be acted on by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

a. Approval of the City Council Minutes from the December 2, 2025, Regular City Council Meeting.

b. Approval of the City Council Minutes from the December 2, 2025, Truth in Taxation.

c. Approval of Accounts Payable; (Batch #1 - Checks No. 24088-24106).

5. Reports of Boards and Committees by Council and Staff.

6. West Hennepin Public Safety – Director Matthew DuRose: Presentation of the November 2025 Activity Reports.

7. Consider Adoption of an Amendment to the City’s Surface Water Use Regulations on Lake Independence.

a. **ORDINANCE NO. 2025-04** – Amending the Lake Independence Surface Water Use Regulations.

8. Consider Approval of the West Suburban Fire District Fire Protection Services Agreement.

a. The Agreement will Establish West Suburban Fire District as the sole Fire Department for the City of Independence and Consolidate the Maple Plain Fire Department into the West Suburban Fire District.

9. Open/Misc.

10. Adjourn.

*******NOTE: THE INDEPENDENCE CITY COUNCIL WILL HOLD A CEREMONIAL JOINT SIGNING CEREMONY AND RECEPTION WITH THE MAPLE PLAIN CITY COUNCIL AT 7:15 PM, FOLLOWING THE REGULAR CITY COUNCIL MEETING.**

MINUTES OF THE TRUTH IN TAXATION
A SPECIAL MEETING OF THE
INDEPENDENCE CITY COUNCIL
TUESDAY, DECEMBER 2, 2025 – 6:00 P.M.

1. CALL TO ORDER

Pursuant to due call and notice thereof, a special meeting, Truth in Taxation Hearing for 2026 City Operations. Independence City Council was called to order by Mayor Spencer at 6:00 p.m.

2. ROLL CALL

PRESENT: Mayor Spencer and Councilors Spencer, McCoy, and Betts.
ABSENT: Councilor Grotting
STAFF: City Administrator Kaltsas, Administrative Services Director Simon, PW Supervisor Lehman
VISITORS: Planning Commissioner Thompson

3. TRUTH IN TAXATION HEARING

City Administrator Mark Kaltsas presented an overview of the proposed 2026 budget and tax levy. He explained that the city had been working on preparing the budget since July. The proposed general fund increase is just over 6% year over year, representing approximately \$230,000, bringing the total from \$3.7 million to just about \$4 million. The city's total operating levy, including debt service, represents a 7.5% increase of about \$313,000.

Mr. Kaltsas highlighted that the city's tax base is predominantly residential, with some farm property and very small commercial/industrial components. He noted that since 2015, the city has attempted to maintain or reduce the effective tax rate on property, keeping it below the 40% artificial ceiling set by the council. For the 2026 budget, the tax rate would increase only slightly, by a couple of tenths of a percent.

In terms of revenue sources, Mr. Kaltsas noted that 86% comes from property taxes, with licenses and permits being the next largest source. Regarding expenditures, over 50% goes to police and fire services, with administration and public works making up the majority of the remainder.

He emphasized that police and fire services increases represent the majority of the year-over-year expenditure increases. If these were removed from consideration, the city would actually see a decrease in its budget related to all other services including administration, public works, building inspections, and parks.

Mr. Kaltsas explained that the preliminary budget had been adopted in September, and the recommendation was to maintain the same budget amount for the final adoption. The council would be considering three resolutions at the regular meeting: adoption of the general fund

budget, adoption of the general tax levy, and adoption of the Pioneer Sarah Creek watershed levy.

Mayor Spencer opened the public hearing. There were no public comments.

Motion by McCoy, second by Fisher to close the public hearing. Ayes: Spencer, McCoy, and Betts. Nays: None. Absent: Grotting. None. Abstain. None. MOTION DECLARED CARRIED. 4-0

Public Hearing Closed

4. ADJOURNMENT.

Motion by Betts, second by Fisher to adjourn the Truth in Taxation meeting at 6:12pm. Ayes: Spencer, McCoy, and Betts. Nays: None. Absent: Grotting. None. Abstain. None. MOTION DECLARED CARRIED. 4-0

Meeting adjourned at 6:12 pm.

Respectfully Submitted,
Amber Simon/ Recording Secretary

CITY COUNCIL MEETING MINUTES
TUESDAY NOVEMBER 18, 2025

City Council Meeting Time: 6:30 pm

1. CALL TO ORDER

Mayor Brad Spencer called the meeting to order on Tuesday, December 2, 2025, at 6:30 PM

2. PLEDGE OF ALLEGIANCE

Mayor Spencer led the group in the Pledge of Allegiance.

3. ROLL CALL

PRESENT: Spencer, Betts, Grotting, Fisher

ABSENT: McCoy

STAFF: City Administrator Kaltsas, Administrative Services Director Simon, PW
Supervisor Lehman

VISITORS: See Sign-in Sheet

4. ****Consent Agenda****

All items listed under Consent Agenda are considered to be routine by Council and will be acted on by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- a. Approval of City Council Minutes from the November 18, 2025, Regular City Council Meeting.
- b. Approval of City Council Minutes from the November 20, 2025, City Council Workshop Meeting.
- c. Approval of Accounts Payable (Batch # 1; Checks Numbered 24058-24087).

Motion by Fisher, seconded by Betts to approve the consent agenda. Ayes: Spencer, Betts, McCoy, Fisher. Nays: None. Absent: Grotting. Abstain: None. Motion Approved. 4-0

5. Set Agenda – Anyone Not on the Agenda can be Placed Under Open/Misc.

6. Reports of Boards and Committees by Council and Staff.

Council member Fisher Attended the following meeting:

- City Council Workshop
- Truth in Taxation

Council member Betts Attended the following meeting:

- City Council Workshop
- Truth in Taxation

Council member McCoy Attended the following meeting:

- Maple Plain City Council Meeting which included a citizen of the year recognition ceremony for a resident with many years of involvement in various community activities.
- Truth in Taxation

Mayor Spencer Attended the following meeting:

- Planning Commission
- City Council Workshop
- Meeting with the County Assessor along with City Administrator Kaltsas
- Meeting with City Administrators Kaltsas and Kolander along with West Suburban Fire to discuss the merger
- Truth in Taxation

City Administrator Mark Kaltsas Attended the following meeting:

- None outside those mentioned

Administrative Services Director Amber Simon Attended the following meeting:

- City Council Workshop
- Planning Commission
- Truth in Taxation

7. Consider Adoption of the Final 2026 Tax Levy and General Fund Budget and Associated Actions.
 - a. **RESOLUTION 25-1202-01** – Adopting the 2026 General Fund Budget.
 - b. **RESOLUTION 25-1202-02** – Adopting the 2026 General Tax Levy.
 - c. **RESOLUTION 25-1202-03** – Adopting the 2026 Pioneer Sarah Creek Watershed Management Commission Tax Levy.

Mayor Spencer noted there were three resolutions for consideration. The council proceeded to vote on each resolution separately.

Motion by McCoy, seconded by Betts to approve RESOLUTION 25-1202-01 Adopting the 2026 General Fund Budget. Ayes: Spencer, Betts, McCoy, Fisher. Nays: None. Absent: Grotting. Abstain: None. Motion Approved. 4-0

Motion by Fisher, seconded by Betts to approve RESOLUTION 25-1202-02 Adopting the 2026 General Tax Levy. Ayes: Spencer, Betts, McCoy, Fisher. Nays: None. Absent: Grotting. Abstain: None. Motion Approved. 4-0

Motion by Spencer, seconded by McCoy to approve RESOLUTION 25-1202-03 Adopting the 2026 Pioneer Sarah Creek Watershed Management Commission Tax Levy. Ayes: Spencer, Betts, McCoy, Fisher. Nays: None. Absent: Grotting. Abstain: None. Motion Approved. 4-0

8. Mark Moorhouse (Applicant/Owner) is requesting the following action for the properties located on County Road 11 (PID No's. 08-118-24-12-0001, 08-118-24-11-0002 and 08-118-24-14-0001) in the City of Independence, MN.
 - a. **RESOLUTION NO. 25-1202-04** – Considering a minor subdivision to allow a lot combination of the following properties: (PID No's. 08-118-24-12-0001, 08-118-24-11-0002 and 08-118-24-14-0001). The proposed combination would consolidate the three (3) properties into one (1) property.
9. Mark Moorhouse (Applicant/Owner) is requesting the following action for the properties located on County Road 11 (PID No's. 09-118-24-22-0004, 09-118-24-22-0005 and 09-118-24-21-0001) in the City of Independence, MN.
 - a. **RESOLUTION 25-1202-05** – Considering a minor subdivision to allow a lot combination of the following properties: (PID No's. 08-118-24-12-0001, 08-118-24-11-0002 and 08-118-24-14-000). The proposed combination would consolidate the three (3) properties into one (1) property.

City Administrator Kaltsas provided an overview of two related applications submitted by Mark Moorhouse for minor subdivisions, both involving the combination of three properties into a single property. For the first application, the properties were generally located at 8145 County Road 11 or adjacent to that address.

Administrator Kaltsas explained that both applications met all applicable criteria for properties zoned agriculture. He noted that for one of the applications (7949 County Road 11 properties), the applicant was fulfilling a condition of a recent conditional use permit approval for a ground-mounted solar array that required the combination of two of the properties into a single property.

The Planning Commission had discussed that these lot combinations would reduce the number of development eligibilities currently available to the applicant, as the properties had previously been subdivided to maximize eligibilities. However, the applicant could potentially subdivide the properties again in the future if done in accordance with applicable ordinances.

Administrator Kaltsas mentioned that at the public hearing, surrounding residents had questions not about the subdivision itself, but about other aspects of the property and the owner's intentions. The Planning Commission also noted a desire to see a larger notification radius for public hearings involving large properties, though the city currently follows state statute requirements for notifications.

The Planning Commission unanimously recommended approval of both requests with the conditions stated in the resolutions.

Motion by Betts, seconded by Fisher to approve RESOLUTION 25-1202-04 approving the lot combination of the following properties: (PID No's. 08-118-24-12-0001, 08-118-24-11-0002 and 08-118-24-14-0001). Ayes: Spencer, Betts, Fisher, McCoy. Nays: None. Absent: Grotting. Abstain: None. Motion Approved. 4-0

Motion by McCoy, seconded by Betts to approve RESOLUTION 25-1202-05 approving the lot combination of the following properties: (PID No's. 09-118-24-22-0004, 09-118-24-55-0005 and 09-118-24-21-0001). Ayes: Spencer, Betts, Fisher, McCoy. Nays: None. Absent: Grotting. Abstain: None. Motion Approved. 4-0

10. Consider Approval of the MS4 Petition for Reevaluation.

- a. The city has an opportunity to be released from the MS4 regulatory program.

Administrator Kaltsas explained that the city has an opportunity to be released from the Municipal Separate Storm Sewer System (MS4) permit regulatory program. The city's water resource engineer, Haakinson Anderson, had brought this to their attention.

Administrator Kaltsas explained that the regulatory status had changed regarding how the EPA determines whether a city needs to be a permit holder. Cities categorized as an urbanized area with a population less than 50,000 may no longer be required to hold an MS4 permit. If successful, this would eliminate the annual expense and administrative requirements of maintaining the permit.

Mayor Spencer noted that when the MS4 program was first implemented, the population threshold was 5,000, and now it's 50,000. He added that while the city would save money on the annual Storm Water Pollution Prevention Program (SWPPP) report preparation, they would not change any of their construction site stormwater runoff controls or stormwater management practices.

Motion by Spencer, seconded by Fisher to approve submittal of the MS4 petition for reevaluation. Ayes: Spencer, Betts, McCoy, Fisher. Nays: None. Absent: Grotting. Abstain: None. Motion Approved. 4-0

11. Annual Opportunity for Public Comment on MS4 Permit.

- a. This is an opportunity for interested citizens to comment on the city's Storm Water Pollution Prevention Program (SWPPP) which is a part of the City's MS4 Permit.

Mayor Spencer opened the public hearing for comments on the city's Storm Water Pollution Prevention Program (SWPPP), which is part of the City's MS4 Permit. Administrator Kaltsas explained this was an educational opportunity and a chance for people to ask questions related to the permit.

No public comments were made.

Motion by McCoy, seconded by Betts to close the public hearing. Ayes: Spencer, Betts, McCoy, Fisher. Nays: None. Absent: Grotting. Abstain: None. Motion Approved. 4-0

12. Open/Misc.

Administrator Kaltsas provided an update on the fire department consolidation agreement with West Suburban Fire Department. He explained that there had been minor issues regarding how the funding portion of the agreement would be structured. The original language included a fixed 5% annual increase cap, which West Suburban objected to as it could limit their ability to respond to changing expenses.

A new proposal was developed where the cities would use a budget prepared by West Suburban annually for the original communities (Greenfield, Loretto, Medina, Corcoran, and one-third of Maple Plain) and then calculate how the formula would change when Maple Plain and Independence are included. The formula is based on 50% market value and 50% call hours per service.

If there is a surplus amount the original cities would be due as a result of Independence and Maple Plain joining, those two cities would pay that difference. The proposal includes a 5-year transition where Independence and Maple Plain would pay 100% of that difference for the first two years, then 75% in year three, 50% in year four, and 25% in year five, before moving to the straight formula.

The West Suburban board will consider this proposal, and the final agreement is expected to be presented at the next council meeting. The agreement must be completed before the end of the year.

Mayor Spencer also mentioned that he will be meeting with the Mayor of Medina on Friday morning to discuss proposed modifications to no-wake regulations for Lake Independence.

Medina has drafted an ordinance that differs from what Independence had proposed, and they will work to find a resolution both councils can support before the lake thaws in spring.

Mayor Spencer reminded everyone about View Santa on Saturday at 3:30 PM, encouraging donations of non-perishable items for the food shelf. He also noted there was a weather forecast for snow and wind on Saturday night into Sunday morning.

13. Adjourn

Motion by McCoy, seconded by Betts to adjourn the meeting at 7:03pm. Ayes: Fisher, Betts, Spencer, McCoy. Nays: None. Absent: Grotting. Abstain: None. Motion Approved. 4-0

Date: December 5th, 2025

To: Public Safety Commissioners
City of Independence Council Members
City of Maple Plain Council Members

From: Director Matt DuRose

SUBJECT: NOVEMBER 2025 ACTIVITY REPORT



The purpose of this report is to give the reader a quick overview of the activities of the Public Safety Department each month. It also compares monthly and year-to-date information to the reader.

The report is broken down into five categories, as defined by the Criminal Justice Reporting System.

CRIMINAL-- Criminal is broken down into Part I and Part II crimes.

Part I includes crimes against persons versus crimes against property; criminal homicide, forcible rape, robbery assault, aggravated assault, burglary -breaking or entering, larceny-theft, larceny analysis, motor vehicle theft and arson.

Part II includes other assaults, forgery and counterfeiting, fraud, embezzlement, stolen property, buying, receiving, possession; vandalism, weapons, carrying, possessing, etc.; prostitution and commercialized vice, sex offenses; drug abuse violations, gambling, offenses against the family and children, driving under the influence, liquor laws, drunkenness, disorderly conduct, vagrancy, all other offenses, suspicion, curfew and loitering laws - persons under 18; and runaways - persons under 18.

TRAFFIC-- Includes violations of the road and driving laws.

PART III-- Lost and Found: Includes lost and found persons, animals, and property, and stalled and abandoned vehicles.

PART IV-- Casualties: Includes all motor vehicle crashes, boating, and snowmobile; public home occupational accidents, fires, suicides, sudden deaths, burning permits, and burning violations.

PART V-- Miscellaneous Public: Includes open doors, gun permit applications, suspicious activities, animal complaints, motorist assists, alarm calls, parking complaints, house checks, driving complaints, civil matters, family disputes, department assists.

The balance of the report shows the total number of incidents handled, miles driven and how the Public Safety Department received calls. If anyone should desire more detailed statistical data, please contact my office.

Monthly Activity Report November 2025

Offense	This Month	Same Month Last Year		This Year To Date		Last Year To Date
City Of Independence						
Criminal	11	9		59		43
Traffic	76	69		1,253		830
Part III	4	9		52		93
Part IV	37	39		340		355
Part V	97	156		1,226		1,238
Total City of Independence	225	282		2,930		2,559
City Of Maple Plain						
Criminal	5	4		39		28
Traffic	64	40		556		269
Part III	1	3		31		45
Part IV	32	39		420		273
Part V	70	67		560		579
Total City Of Maple Plain	172	153		1,606		1,194
Grand Total Both Cities	397	435		4,536		3,753
TZD	0	11		209		279
Agency Assists	44	26		360		295
Total ICR Reports	441	472		5,105		4,327
How Received						
Fax	8	7		80		55
In Person	10	29		130		154
Mail	0	2		6		12
Other	1	0		11		5
Phone	29	23		201		255
Radio	195	190		1,927		1,791
Visual	171	148		2,325		1,548
Email	8	16		148		176
Lobby Walk In	19	57		277		331
Total	441	472		5,105		4,327

November 2025 Part I & II**City of Maple Plain #'s 1 & 2**

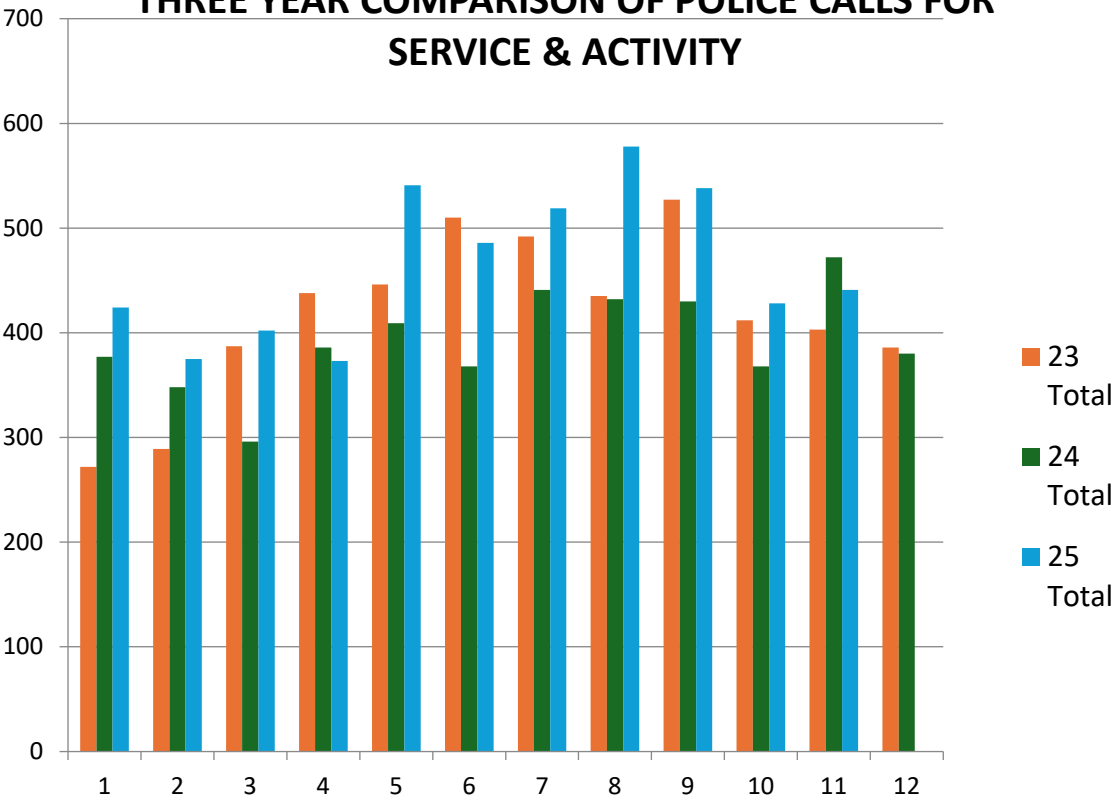
AGN	ICR	Title	Create Date	Grid #	MOC range	UCR Part
WHPS	25004710	Robbery	11-03-2025	02	R2923	1
WHPS	25004818	Domestic – Prohibited Person – Arrest	11-12-2025	01	W1643	2
WHPS	25004957	Theft by Swindle	11-20-2025	02	U0069	2
WHPS	25004984	Theft	11-22-2025	01	N3090	2
WHPS	25005092	DWI – 2 nd Degree	11-28-2025	02	JE5j1	2

November 2025 Part I & II**City of Independence Grid #'s 3-5**

AGN	ICR	Title	Create Date	Grid #	MOC range	UCR Part
WHPS	25004680	DWI – 4 th Degree	11-02-2025	05	JGW01	2
WHPS	25004711	Theft From Auto	11-04-2025	04	VE021	1
WHPS	25004712	Burglary	11-04-2025	04	B3364	1
WHPS	25004713	Vehicle Tampering	11-04-2025	04	VE081	2
WHPS	25004714	Theft from Auto	11-04-2025	04	TB009	1
WHPS	25004715	Vehicle Tampering	11-04-2025	04	VE081	2
WHPS	25004732	Attempted Burglary	11-05-2025	03	B2330	1
WHPS	25004787	DWI – 3 rd Degree	11-09-2025	03	JFF01	2
WHPS	25004930	Traffic Complaint – DWI-D Arrest	11-19-2025	03	JG601	2

WHPS	25004983	DWI 4 th Degree – Alcohol	11-22-2025	03	JG501	2
WHPS	25005064	3 rd Degree DWI	11-26-2025	05	JFW01	2

**THREE YEAR COMPARISON OF POLICE CALLS FOR
SERVICE & ACTIVITY**



DIRECTOR'S NEWS & NOTES

WEST HENNEPIN PUBLIC SAFETY November 2025 Activity Report

Year to Date Activity Report

At the end of November 2025, West Hennepin Public Safety (WHPS) handled year-to-date a total of 5,105 incident complaints. For the month of November; 225 incidents occurred in the City of Independence and 172 in the City of Maple Plain.

The Criminal Part I and Part II cases for both cities have been highlighted for your review on the attached documents.

DWI Arrest November 2

County Road 11/County Line Road, Independence. Officer was on routine patrol and observed a vehicle drive through the stop sign without slowing. Officer initiated a traffic stop and spoke to the driver who displayed signs of impairment. Officer observed an empty bottle of alcohol on the passenger's side floor. Field Sobriety Tests were conducted, and the driver was ultimately arrested for DWI. She provided an evidentiary breath sample that indicated 0.14. She was issued a citation for 4th Degree DWI and was released to a sober party.

Robbery November 3

1400 block of Meadow Lane, Maple Plain. Officers responded to a report of an armed robbery in the 1400 block of Meadow Lane in Maple Plain. The victim reported that they had arranged a Facebook Marketplace sale and were robbed at gunpoint during the transaction. The suspect fled the area with the item and ran into a nearby residence. Further investigation was conducted, and several items of evidence were recovered at the scene, including a handgun. A 17-year-old female from Maple Plain was taken to Hennepin County Juvenile Detention Center and booked on armed robbery charges.

Theft/Burglary
November 4

5000 block of Fern Drive, Independence. It was reported multiple theft from autos, and a burglary of a detached garage had occurred overnight. The property taken included two e-bikes, a compound bow, gift cards, and small amounts of cash. A short time later, a neighboring agency received a tip of where the stolen property might be. Ultimately, all the property was recovered at a nearby house and was returned to the owners. The suspect was arrested on a warrant and transported to Hennepin County Jail. Case was forwarded to investigations.

Burglary
November 5

7400 Maple Ponds Trail, Independence. Officer was dispatched to an attempted burglary where a neighbor called in a known trespassed male attempting to gain access to an unoccupied residence. Officer arrived on scene and determined the male left the area prior to arrival. Upon examination, a deadbolt had been drilled out and there were hinges removed from another door. Case was forwarded to investigations.

Vehicle Fire
November 6

2100 block of County Road 92, Independence. Officer was dispatched to a vehicle fire. Officer arrived on scene with Maple Plain Fire and found the fire started under the passenger seat. It was determined the fire was likely caused by an electrical shortage and the fire put itself out.

Suspicious Activity
November 7

5000 block of Oak Circle, Maple Plain. Officer was dispatched to a suspicious vehicle that had been parked in the cul-de-sac for an extended period of time. Officer arrived and observed the vehicle left prior to police arrival. A short time later, Officer was dispatched to a return call. Officer arrived on scene and spoke to the occupant of the vehicle who advised she was waiting to pick her daughter up from baby sitting at a residence.

Animal Complaint
November 8

4900 block of Main Street, Maple Plain. Officer was dispatched to a deceased squirrel that had a dart in it. Officer arrived and observed the squirrel with a green flight attached. It was determined the dart was from a blowgun. Blowguns are considered a dangerous weapon according to state statute and the City of Maple Plain prohibits the use of dangerous weapons. No suspects are known at this time.

DWI Arrest
November 9

Highway 12/County Road 92, Independence. Officer was dispatched to a traffic complaint where the suspect vehicle was swerving between lanes. Officer located the vehicle and observed it swerving and almost hitting the lane delineators. Officer initiated a traffic stop and spoke to the driver who displayed signs of impairment. The suspect was ultimately arrested for DWI and provided an evidentiary test of 0.19. Suspect was transported to Hennepin County Jail for 3rd Degree DWI.

Traffic Complaint
November 10

Highway 12/Baker Park Road, Maple Plain. Officer was dispatched to a traffic complaint where a vehicle was all over the road. Officer located the vehicle and spoke to the driver who advised he's unable to see well at night. It was found the driver's license status was revoked and the vehicle didn't have insurance. Driver was cited for the violations, and a driver evaluation form was submitted.

Weapons Arrest
November 12

5200 block of Manchester Drive, Maple Plain. Officer was dispatched to a domestic where the male party broke a bedroom door. Both parties had minor injuries. It was determined the male party was in possession of a firearm as a prohibited person. He was arrested and transported to Hennepin County Jail where he was charged. His firearm and ammunition were seized on site.

Juvenile Problem
November 13

1500 block of Budd Avenue, Maple Plain. Officer was on routine patrol and observed a juvenile riding an e-bike in the area. The juvenile male matched the description of a vandalism and damage to property suspect from previous cases. The juvenile's mother was contacted, and she responded to the scene. Video footage of the male was shown to the mother who confirmed it was her son and his signature graffiti "tag". This case was referred to investigations for possible charges and/or restitution.

Animal Complaint

November 14

8500 block of County Road 11, Independence. Officer was dispatched to a dark brown horse running on County Road 11. The reporting party had corralled it into a fenced area but was worried it would escape again. Officers located the animal owner who came and picked it up.

Welfare Check

November 14

2200 block of South Lake Shore Drive, Independence. Officer was dispatched to a welfare check on the reporting party's coworker who hadn't been seen or heard from in two days. Officer arrived and spoke to the subject who was suffering from a severe respiratory infection and had been drinking. The preliminary breath test was provided which indicated 0.271. It was determined the subject's parents were able to provide care. Resources were provided and information was given to the embedded social worker for follow-up.

Suspicious Activity

November 15

3300 block of County Line Road, Independence. Officer was on routine patrol and observed an occupied, running vehicle in a nearby parking lot after midnight. Officer made contact and was advised it was a couple talking after a date. They advised they would move along.

Trespassing

November 16

Budd Avenue/Oak Street, Maple Plain. Officer was on routine patrol and observed an individual walking along the train tracks. Officer spoke with the individual who advised she was walking her dog. Officer advised the railroad tracks are private property and spoke about the dangers of walking along the tracks. She understood and agreed to leave the area.

Crash

November 16

5400 Pagenkopf Road, Independence. Officer was dispatched to a call regarding a damaged mailbox. Officer arrived on scene and spoke to the homeowner who advised someone hit their mailbox and damaged the landscaping around it. Officer located the grill which he recognized from previous contacts with the vehicle. Officer arrived at the suspect's address and observed a truck with damage to the front end and missing a grill. Officer spoke to the owner who advised she was tired and fell asleep while driving. Due to the suspect's cooperation, the officer decided not to pursue criminal charges. A driver evaluation form was submitted on behalf of the suspect.

Suspicious Vehicle
November 17

County Road 92/Pioneer Creek Road, Independence. Officer observed an unoccupied vehicle with significant damage. The front bumper was missing, a rim was bent, it had a flat tire, the rear window was shattered out, and the rear portion of the roof was dented in. Officer located two state ID cards, and a work ID. Officer followed a typical route from the work location to the ending location and determined the vehicle was involved in a crash at Highway 12 and County Road 92 where the front bumper with the license plate still attached was found in the embankment. A damaged sign was also found indicating the suspect hit the sign which caused damage to the vehicle. Investigation is ongoing.

DWI Arrest
November 19

6800 block of Highway 12, Independence. Officer was dispatched to a traffic complaint where a vehicle was all over the road and eventually, struck a yield sign at County Road 90 and Highway 12 roundabout. Officer located the vehicle and spoke to the driver who displayed signs of impairment by a controlled substance. The vehicle was searched incident to arrest and officers located a white crystalline substance as well as a glass smoking pipe with residue consistent with methamphetamine use. A Drug Recognition Evaluation was conducted which the evaluator believed the driver was under the influence of a Central Nervous System Stimulant. A search warrant was applied for, granted, and executed for a blood sample. He was then transported to Hennepin County Jail pending toxicology and charges.

Animal Complaint
November 20

Highway 12/Baker Park Road, Maple Plain. Officer was dispatched to an injured fox in the area. Officer arrived and did not locate a fox but did observe a deer that was still alive and had a broken front leg and antler. The officers safely dispatched the deer and contacted a local resident to take the deer.

Welfare Check
November 21

2200 block of Fieldstone Place, Independence. Officers were dispatched to a welfare check where the subject's friend was reporting he was at a bridge and was going to kill myself. Officers responded and spoke to the subject who advised he did not have any plans on harming himself. He advised he has been working with his therapist on his mental health. Officers spoke to the subject's father who advised he would keep an eye on him.

Arrest

November 22

Highway 12/County Road 92, Independence. Officer was on routine patrol and observed a vehicle cross the fog line multiple times and at one point, jerked back into the lane of traffic. Officer initiated a traffic stop of the vehicle and spoke to the driver who displayed signs of impairment. The driver did not have a license or proof of insurance. Field Sobriety Tests were completed, and the driver was placed under arrest. He was transported for booking where he provided an evidentiary breath sample of 0.12. He was issued a citation for the violations, including 4th Degree DWI, driving with no MN driver's license, and no insurance.

Suspicious Vehicle

November 23

2100 block of Nelson Road, Independence. Officer was on routine patrol and observed the vehicle stop near a mailbox briefly and then drove away. Officer initiated a traffic stop on the vehicle and found the driver to be an Amazon delivery driver.

Motorist Assist

November 24

700 block of County Road 92, Independence. Officer was dispatched to a vehicle in the ditch. The driver reported she was afraid the vehicle was going to roll. Officers arrived on scene and spoke to the driver who advised she misjudged the corner and backed in too sharp. The driver was able to put the vehicle in drive and drive out.

Verbal Domestic

November 25

5200 block of Bryantwood Drive, Maple Plain. Officer was dispatched to a drunk problem. The reporting party advised she was asleep and was woken up to her husband being drunk, throwing things, and she was locked in her bathroom with their child. Officers arrived on scene and observed a broken TV and damaged door. The male party stated he was upset that she has bad credit and is always asking for money. Ultimately, the female party took their child and left the residence.

DWI Arrest

November 26

County Road 6/Nelson Road, Independence. Officer was on routine patrol and observed a vehicle driving 68 MPH in a 50 MPH zone. Officer spoke to the driver who displayed signs of impairment. Field Sobriety Tests were performed, and the driver was ultimately arrested for DWI and transported for booking where he provided an evidentiary breath sample of 0.16. The driver was released to a sober party pending charges.

Public Assist
November 27

Highway 12/Lake Haughey Road, Independence. Officer was dispatched to a hit coyote. Officer was able to remove the coyote from the roadway. A short time later while on routine patrol, a vehicle was found in a nearby church parking lot. Officer spoke to the driver who advised she had hit a coyote and the vehicle had a leak in the radiator. Officers were able to provide the occupants of the vehicle to a nearby gas station to stay warm while they waited for a ride.

Animal Complaint
November 28

1500 Three Oaks Avenue, Maple Plain. Officer was dispatched to an animal complaint where his two dogs got into a fight with a racoon. Officer arrived on scene and spoke to the animal owner who advised the racoon appeared to be acting normal and was now up in a tree. The dogs were checked for injuries and were going to the vet as a precaution.

DWI Arrest
November 28

Budd Avenue/Bryant Street, Maple Plain. Officer was dispatched to a male who had fallen off a moped style electric bike. Officer spoke to the driver who was uncooperative with providing his name and details of what happened but stated he consumed alcohol prior to crashing. North Memorial Paramedics attempted to assess the driver, who refused medical attention. Ultimately, the driver was arrested for DWI and transported for booking where he provided an evidentiary breath sample of 0.19. He was released pending charges.

Motorist Assist
November 29

6500 block of County Road 11, Independence. Officer was dispatched to a vehicle in the ditch. Officer arrived on scene and spoke to the driver who advised he slid into the ditch after hitting an icy patch on the roadway. Officer ordered a tow for the vehicle and stood by with emergency lights for scene safety.

Overdose
November 30

1600 block of Marsh Avenue, Maple Plain. Officer was dispatched to a patient who had attempted to commit suicide by overdosing on prescription drugs. North Memorial Paramedics arrived and transported the patient on an emergency evaluation hold.

City of Independence

Consideration of an Ordinance Amendment to Ordinance No. 915.19 - Slow no wake zone on Lake Independence

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: December 16, 2025

Background

In August 2025, the City Council held a public hearing to discuss the Slow No-Wake ordinance. Following the hearing, the City engaged in multiple discussions with the City of Medina, Three Rivers Park District, Hennepin County Sheriff's Office, the Minnesota Department of Natural Resources (DNR), the Lake Independence Citizens Association (LICA), and other stakeholders. These discussions focused on finding a balanced approach to protect water quality and shoreline integrity while allowing for recreational use of Lake Independence during periods of high water.

Summary of Findings

The Cities of Medina and Independence have generally agreed that implementing a **no-wake buffer zone** during high water levels would provide a better balance between environmental protection and recreational opportunities.

Proposed Ordinance

Based on these discussions, Independence has prepared **Ordinance 2025-04** (attached), which would:

- Establish a **600-foot no-wake buffer zone** during high water conditions.
- Apply the buffer requirement whenever Lake Independence reaches or exceeds **958.2 feet**, the current high-water trigger level.
- Allow boating and water sports during high water periods while designating areas where certain activities can occur to minimize shoreline impacts.

Supporting Measures

To support the ordinance, staff recommends partnering with PSCWMC to implement an educational and enforcement program that includes:

- **Educational Handout:** Provide materials at the Baker Park boat ramp explaining slow no-wake requirements and the impact of wakes on water quality and shoreline erosion.
- **Buoy Installation:** Purchase and install buoys annually to clearly mark the 600-foot buffer zone around the lake perimeter.

- **Community Engagement:** Encourage property owners on Lake Independence to voluntarily observe and help enforce the 600-foot buffer at all times, regardless of water levels.

I would also note the following relating to the current regulations:

- The city's ordinance currently has the following provisions relating to the slow no-wake zoned on Lake Independence.

915.19. Slow no-wake zone on Lake Independence.

Subd. 1. *Slow no-wake at high water level.* Whenever the waters of Lake Independence reach or exceed 958.2 feet above sea level for a period of three consecutive days or more, as measured by the water level gauge set by the Minnesota department of natural resources on Lake Independence, the city administrator-clerk or designee, upon notifying the Hennepin county sheriff, shall establish a slow no-wake zone on those portions of the lake within Independence. No person shall operate a watercraft, including aircraft except during landings and take-offs, in excess of slow no-wake speed on the entire lake when the high water slow no-wake restrictions are in effect. Both the implementation and removal of these restrictions must be done in coordination with action by the city of Medina.

(Added, Ord. No. 2006-05; Amended, Ord. No. 2014-02, § 2; Amended, Ord. No. 2020-01, § 1, 4-7-2020)

Subd. 2. *Effective date of no-wake regulation.* A slow no-wake restriction shall become effective upon the date specified by the city administrator-clerk and shall remain in effect until the water level for the lake has receded below 958.2 feet above sea level for at least three consecutive days.

(Added, Ord. No. 2006-05; Amended, Ord. No. 2020-01, § 1, 4-7-2020)

Recommendation:

The City Council is being asked to consider adoption of **Ordinance 2025-04**. The City of Independence adoption of the ordinance amendment is subject to the City of Medina adopting the same language. It should be noted that the Medina City Council has not yet scheduled a time to hold a public hearing and or consider changes to their ordinance.

ATTACHMENTS: **Ordinance 2025-04**
 600' Buffer Map

ORDINANCE NO. 2025-04

**CITY OF INDEPENDENCE
COUNTY OF HENNEPIN
STATE OF MINNESOTA**

**AN ORDINANCE AMENDING INDEPENDENCE CITY CODE REGARDING
REGULATION OF LAKE INDEPENDENCE SURFACE USE**

THE CITY COUNCIL OF THE CITY OF INDEPENDENCE DOES ORDAIN:

SECTION 1. AMENDMENT. The Independence City Code Chapter IX - Public Safety, Section 915.19 Slow no-wake zone on Lake Independence, is hereby amended by adding the underlined material and deleting the ~~stricken~~ material as follows:

Section 915.19. – Slow no-wake zone on Lake Independence.

Subd. 1. *Slow no-wake at high water level.* Whenever the waters of Lake Independence reach or exceed 958.2 feet above sea level for a period of three consecutive days or more, as measured by the water level gauge set by the Minnesota department of natural resources on Lake Independence, the city administrator-clerk or designee, upon notifying the Hennepin county sheriff, shall establish a slow no-wake zone on those portions of the lake within Independence which are less than 600 feet from the shoreline. No person shall operate a watercraft, including aircraft except during landings and take-offs, in excess of a slow-no wake speed (five miles per hour) slow-no-wake-speed-on-the-entire-lake within the designated slow-no wake zone (600 feet) of any shoreline on Lake Independence when the high water slow no-wake restrictions are in effect. Both the implementation and removal of these restrictions must be done in coordination with action by the city of Medina.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and publications as required by law.

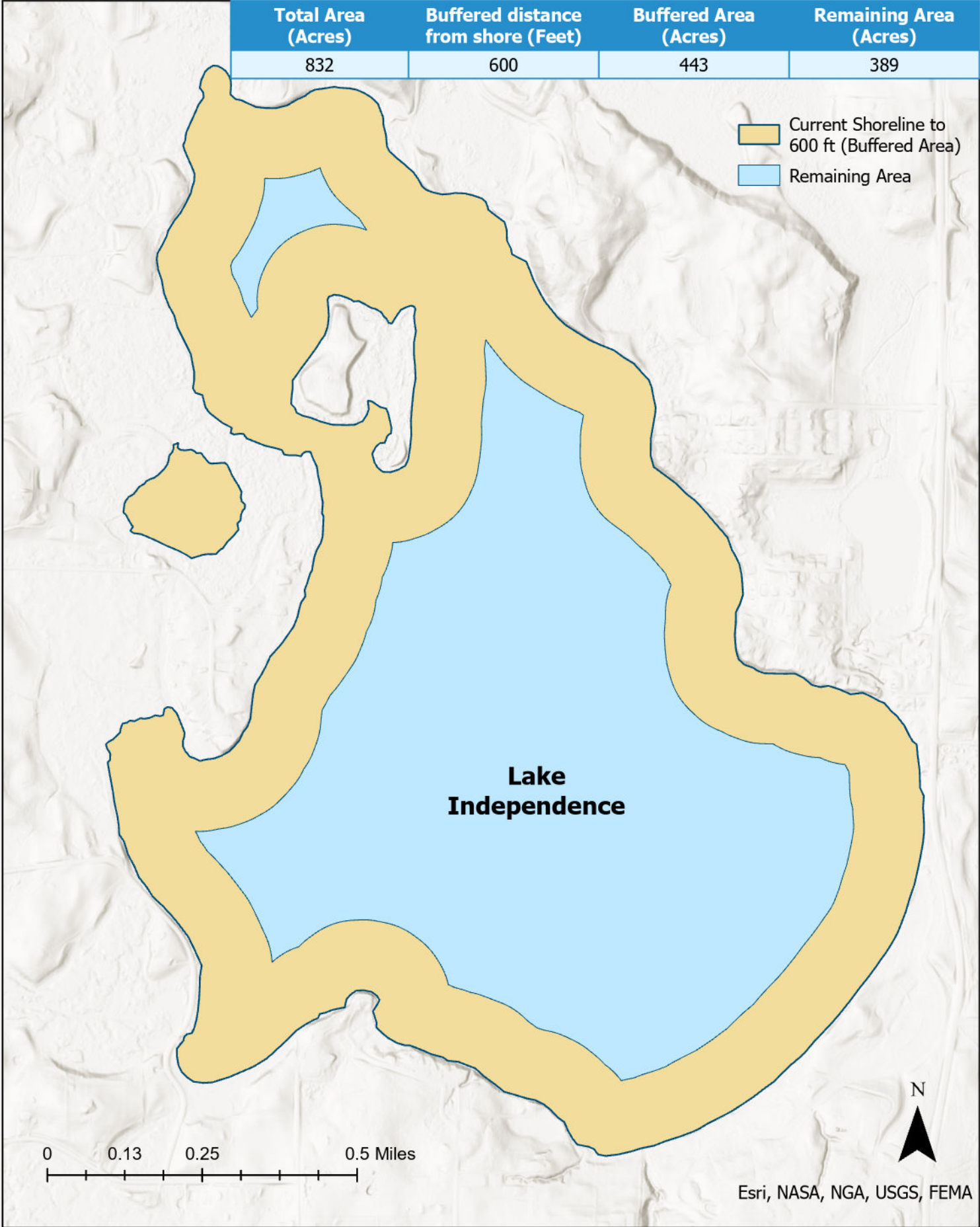
Adopted by the City Council of the City of Independence this 16th day of December 2025.

Brad Spencer, Mayor

ATTEST:

Mark Kaltsas, City Administrator

600 Foot Shoreline Buffer



City of Independence

Consideration of the Fire Protection Services Agreement with West Suburban Fire District

To:	City Council
From:	Mark Kaltsas, City Administrator
Meeting Date:	December 16, 2025

Background

After months of planning, negotiations, and multiple joint meetings, the City has finalized agreements to consolidate the Maple Plain Fire Department with the West Suburban Fire District (WSFD). The consolidation contracts were approved by the WSFD Board of Directors on **December 3, 2025**, and subsequently ratified by the membership.

Fire Protection Services Agreement

Parties: West Suburban Fire District, City of Maple Plain, and City of Independence

Purpose: WSFD will provide fire suppression, prevention, EMS, rescue, and hazardous materials response for both cities.

Term: January 1, 2026 – December 31, 2030, with automatic five-year renewals unless terminated with two years' notice.

Key Provisions

Maple Plain Firefighter Transition

- WSFD will offer membership to all active Maple Plain Volunteer Fire Department firefighters listed in Exhibit C, provided they meet WSFD's minimum qualifications.
- Accepted firefighters will join WSFD on January 1, 2026, subject to a one-year probationary period.

Annual PERA Contributions

- For five years post-transition, Maple Plain and Independence will each pay **\$3,626.27 per retained firefighter annually**, split 50/50.
- After five years, WSFD assumes full responsibility.

Cost of Service Formula

- Allocation based on **50% property market value + 50% service usage** (three-year trailing average).
- **Formula Adjustment:** \$25,155.26 phased out over five years (100% in 2026–2027; 75% in 2028; 50% in 2029; 25% in 2030).

One-Time Equipment Cost

- \$37,000 split evenly between Maple Plain and Independence and payable in 2026.

Apparatus Cost

- New engine capped at \$1.5M (WSFD 50%, Maple Plain 25%, Independence 25%).

Limited Warranty on Transferred Equipment

- **Warranty Period:** Through December 31, 2027.
- **Coverage:** Applies only to vehicles transferred from Maple Plain to WSFD; covers repairs exceeding \$25,000 (excluding insurance-covered or accident-related repairs).
- **Cost Sharing:** WSFD pays 50%; Cities collectively pay 50% (Maple Plain 25%, Independence 25%).
- **Process:** WSFD invoices cities with supporting documentation; payment due within 30 days.
- **Purpose:** Protects WSFD from major unexpected repair costs during transition and ensures shared responsibility.

Strategic Highlights

- **Smooth Transition:** WSFD absorbs Maple Plain firefighters and equipment, ensuring continuity of service.
- **Financial Predictability:** Formula-based cost allocation, phased adjustments, and capped apparatus cost provide budget stability.
- **Risk Mitigation:** Warranty on transferred equipment and strong indemnification provisions reduce exposure for all parties.
- **Operational Control:** WSFD retains full authority over staffing, policies, and service delivery.

Recommendation:

The City Council is being asked to consider approval of the West Suburban Fire District Fire Protection Services Agreement.

ATTACHMENTS: West Suburban Fire District Fire Protection Services Agreement

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**”; Cities 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 will 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 Party elects not to renew this Agreement as provided for in Section 7.a.i.

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.
- b. Reports. WSFD shall provide an annual report to each City that reflects the most recent previous year history of fire and emergency medical response calls in the Fire Service Area. 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. 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 officers 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 offer membership to all active firefighters of the Maple Plain Volunteer Fire Department listed on attached Exhibit C provided that the Maple Plain Volunteer Fire Department member meets the minimum qualifications for membership as set by the WSFD ("**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 has 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 as of January 1 of 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. Determination of Cost for Fire Services. The Cities cost for Fire Services ("**Costs**") shall be determined by the following formula for each calendar year during the Term with the estimated market value of all properties that are not tax-exempt within the fire services areas of the WSFD will determine fifty percent

(50%) of the Costs, and average usage of contracted fire services by WSFD over the three (3) most recent calendar years will determine fifty percent (50%) of the Costs.

- 1) The WSFD 2026 budget amount and formula for Costs is attached hereto as Exhibit D. The WSFD budget and formula for Costs shall be updated yearly by WSFD.
 - 2) Based on the Cities contracting for Fire Services, the existing contracted entities have a projected Costs increase for 2026. That increase for 2026 is \$25,155.26, identified as “FORMULA PLUS” on attached Exhibit D (“**Plus Amount**”). The Cities agree to pay the Plus Amount, in an amount determined each year by the Parties using the formula on attached Exhibit D, during the Initial Term in yearly installments as follows: one hundred percent (100%) of the Plus Amount for the years 2026 and 2027; Seventy-five percent (75%) of the Plus Amount for the year 2028; Fifty percent (50%) of the Plus Amount for the year 2029; and Twenty-five percent (25%) of the Plus Amount for the year 2030.
 - 3) The allocated Costs and Plus Amount 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.
 - 4) The estimated market value for the WSFD fire service area is based on the estimated market value of all properties that are not tax-exempt within the WSFD fire service area for the year immediately preceding the budget year. The source of estimated market value shall be amounts compiled by the office of the Hennepin County Assessor and provided to WSFD by the Cities and other entities contracting with WSFD prior to July 1 of each year during the Term.
 - 5) Level of service usage calculations shall be determined by the number of fire, emergency medical and rescue, and mutual aid calls responded by WSFD, measured by personnel hours expended, using a 3-year trailing average.
- b. 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 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.

- c. Apparatus Cost. The Parties agree to pay for the cost of a new engine, the cost of which will be determined by WSFD in a total amount that shall not exceed \$1,500,000.00 unless agreed upon on writing by the Parties, 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 cost 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". Except as provided in Section 6.e. below, 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.
- e. The Cities agree to provide a limited warranty until December 31, 2027 for all vehicles that are part of the Maple Plain Equipment and transferred to WSFD ("**Warranty**"). The Warranty will cover any repairs greater than \$25,000 that do not have insurance coverage or is part of an accident repair, to be shared by the Parties as follows: (i) WSFD will be responsible for fifty percent (50%) of the actual cost of repair; and (ii) the Cities will be responsible for fifty percent (50%)

of the actual cost of repair. WSFD may send an invoice to the Cities for its share of the actual cost of repair along with supporting data related to such repair, which will be paid by the Cities within 30 days of invoice receipt.

7. Termination.

a. Events of Termination. Except as otherwise provided herein, this Agreement:

- i. May be terminated by a Party that 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.
- ii. May be terminated for cause 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.
- iii. Maple Plain and WSFD have also entered into the Lease Agreement for use by the WSFD to provide Fire Services. If for any reason Maple Plain terminates that Lease Agreement, then the WSFD may elect to terminate this Agreement upon ninety (90) days written notice unless Maple Plain provides alternate fire station facilities acceptable to the WSFD in its sole discretion, which shall not be unreasonable withheld or delayed.

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. 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: City Administrator
1920 County Road 90
Independence, MN 55359

If to be given to WSFD:

West Suburban Fire District
Attn: Fire Chief
259 N Medina St
Loretto, MN 55357

With a copy to:

Campbell Knutson, P.A.
860 Blue Gentian Rd
Suite 290
Eagan, MN 55121

- 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

AND: _____
City Administrator

WEST SUBURBAN FIRE DISTRICT,
a Minnesota non-profit corporation

By: _____

Its: _____

EXHIBIT A
Fire Service Area

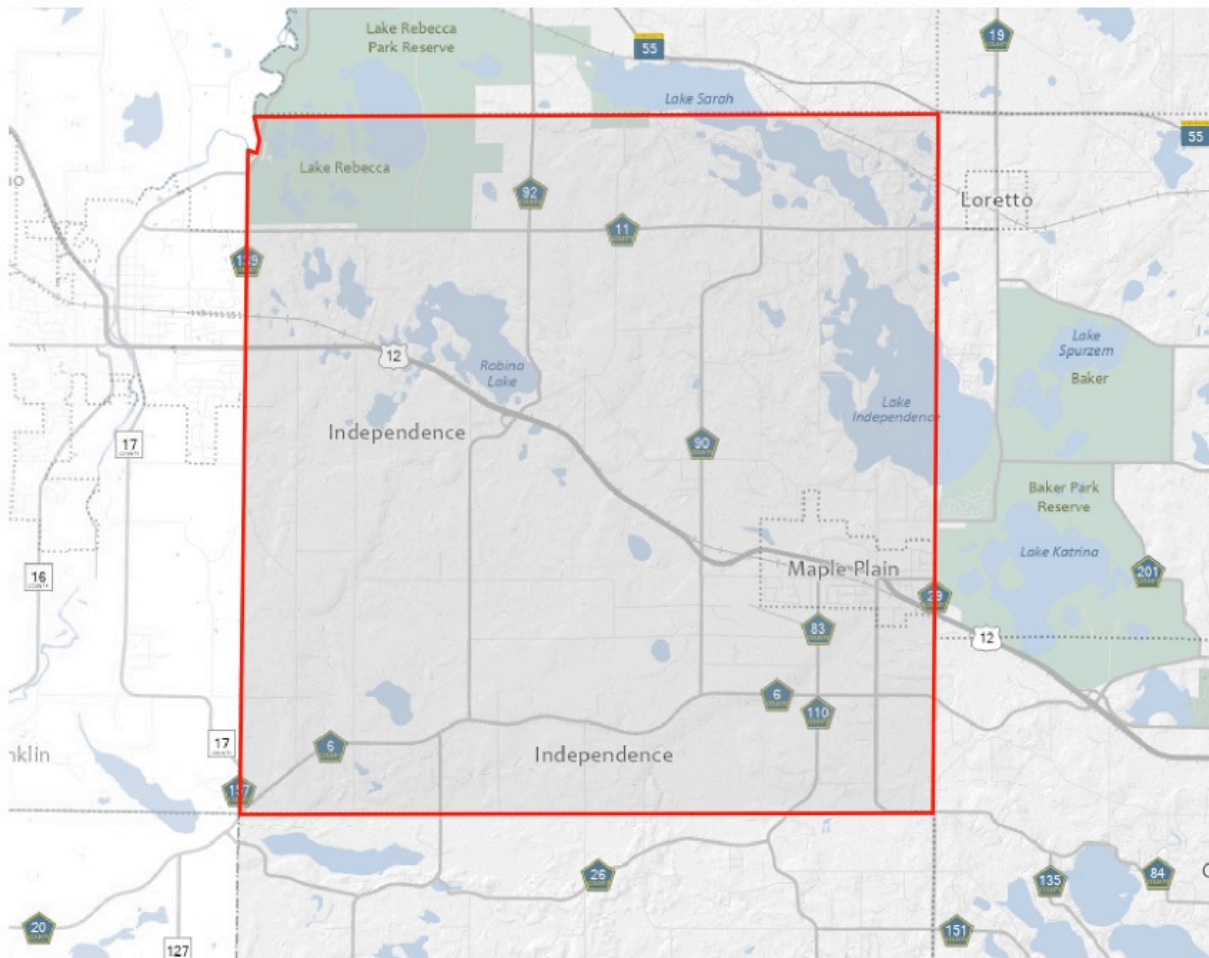


EXHIBIT B
Maple Plain Equipment

Auto Schedule For: MAPLE PLAIN, CITY OF

Old #	#	Year	Make	Model	Body Type	Value	VIN	Phys. Dmg	APD+	Opt. Use
1	1	1958	FWD	FIRE TRUCK	HF	\$15,000	TBD	Y	N	
3	3	1990	PETERBILT	FIRE TRUCK	HF	\$250,000	0404	Y	N	ENGINE 11
4	4	1996	PETERBILT	RESCUE TRK	AMB	\$225,000	5124	Y	N	RESCUE 11
5	5	2002	PIERCE	LADDER TRK	HF	\$600,000	2524	Y	N	AERIAL 11
7	7	2009	RESCUE	AMBULANCE	AMB	\$515,000	9857	Y	N	ENGINE 12
9	9	2013	CHEVY	SUBURBAN	LF	\$38,693	6085	Y	N	LIGHT RESCUE
11	11	2016	GMC	SIERRA	LF	\$31,426	0175	Y	N	UTILITY 11
13	13	2020	PETERBILT	348	HF	\$289,000	2NP3LJ9X4L M688286	Y	Y	TANKER 11
14	14	2000	KENSWORTH	TRUCK	HF	\$100,000	844176	Y	N	TANKER 12
15	15	0	TBD	TRAILER	TRLR	\$5,000	1MDBYVK18 HB314942	Y	N	TRAILER FOR BOAT
16	16	2024	POLARIS	RANGER	LF	\$100,000	3NSX6W1R2 RM400048	Y	Y	FIRE GRASS RIG
17	17	2023	TIMP	TRAILOR	TRLR	\$10,000	1TDU22326 PB001091	Y	N	TRAILOR FOR POLARIS GRASS RIG
18	18	2015	CHEVROLET	TAHOE SPECIAL	LF	\$22,000	1GNSK3EC8 FR525598	Y	Y	

EXHIBIT C
List of Maple Plain Volunteer Fire Department Firefighters

Last Name	First Name
CHRISTENSON	ZACHARY
COUSER	BRADLEY
DENNESON	RICHARD
DENNESON	TROY
DOYLE	BRIAN
DOYLE	CHRISTOPHER
DOYLE	JOSEPH
FELTON	PATRICK
HARTMANN	SCOTT
HEITZ	JESSI
MC COY	JAY
MC COY	RAYMOND
MCCONN	THOMAS
MCCOY	JUSTIN
MCGINTY	EDWARD
MCKOWN	LUCAS
MOHS	HOLDEN
RUBIN	ADAM
SOUKUP	AUBREY
LISKA	JOSHUA

EXHIBIT D
WSFD 2026 Budget Amount and Formula for Costs

2025 Contract City Amounts			
Office Budget Amount \$1,866,070.00	\$	1,866,070.00	\$ 933,035.00
Operation and Capital Budgets			
Contract Area	2025	%	
Loretto	100,715,000	1.73%	
Greenfield	263,887,900	4.52%	
Corcoran	1,173,751,000	20.12%	
Medina	2,656,914,300	45.54%	
Independence	1,334,992,700	22.88%	
Maple Plain	301,789,700	5.21%	
	\$3,441,051,600	100.00%	

Call Hours	2022	2023	2024	Total	Usage
Loretto	396	912	763	2071	7.40%
Greenfield	627	670	405	1702	6.08%
Corcoran	1029	1212	1056	3297	11.78%
Medina	2996	3895	3584	10475	37.41%
Independence	1994	1880	1724	5598	19.99%
Maple Plain	1588	1725	1542	4855	17.34%
				27998	

Contract Area	Market Value	%	Contract Area	Call Hours	Usage
Loretto	\$16,107.43	1.73%	Loretto	\$69,016.20	7.40%
Greenfield	\$42,203.37	4.52%	Greenfield	\$56,719.25	6.08%
Corcoran	\$187,717.02	20.12%	Corcoran	\$109,872.72	11.78%
Medina	\$424,918.09	45.54%	Medina	\$349,079.99	37.41%
Independence	\$213,504.27	22.88%	Independence	\$186,553.68	19.99%
Maple Plain	\$48,584.83	5.21%	Maple Plain	\$161,793.16	17.34%
	\$933,035.00			\$933,035.00	

Actual Payments to F	MV	OH	2025 Amount	2025 Amount	NEW 2025 Amount	OLD 2025 Amount	NEW Increase	OLD Increase/Decrease	FORMULA PLUS
Loretto	\$16,107.43	\$69,016.20	\$85,123.62	\$67,402.83	\$85,123.62	\$85,123.62	\$17,720.79	\$18,176.61	20.4%
Greenfield	\$42,203.37	\$56,719.25	\$98,922.62	\$88,860.59	\$98,922.62	\$98,922.62	\$10,062.03	\$9,864.10	10.2%
Corcoran	\$187,717.02	\$109,872.72	\$297,589.74	\$234,460.05	\$297,589.74	\$297,589.74	\$63,129.69	\$55,056.49	21.2%
Medina	\$424,918.09	\$349,079.99	\$773,998.08	\$639,599.13	\$773,998.08	\$773,998.08	\$134,398.95	\$118,059.00	17.4%
Independence	\$213,504.27	\$186,553.68	\$400,057.95	\$382,226.39	\$400,057.95	\$400,057.95	\$17,831.56	(\$217,706.18)	
Maple Plain	\$48,584.83	\$161,793.16	\$210,377.99	\$206,080.00	\$210,377.99	\$210,377.99	\$4,297.99	(\$206,080.00)	
	\$933,035.00	\$933,035.00	\$1,866,070.00	\$1,160,000.00	\$1,866,070.00	\$1,375,000.00	\$247,441.01		13.3%

** City of Medina - \$79,995.00 Additional for Capital reimbursement **

	NEW FIRE	FORMULA	PENSION	FORMULA PLUS
MAPLE PLAIN	\$256,702.80	\$210,377.99	\$	\$10,062.10
INDEPENDENCE	\$451,413.80	\$400,057.95	\$	\$15,093.16
	3626.27	20	72525.4	Pension