CITY OF PLYMOUTH
AGENDA
Regular City Council
Council Chambers
3400 Plymouth Boulevard, Plymouth, MN
February 11, 2025, 7:00 PM

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. PLYMOUTH FORUM - Individuals may address the Council about any item not contained on the regular agenda. A maximum of 15 minutes is allotted for the Forum. If the full 15 minutes are not needed for the Forum, the City Council will continue with the agenda. The City Council will take no official action on items discussed at the Forum, with the exception of referral to staff or Commission or Committee for future report.

4. PRESENTATIONS AND PUBLIC INFORMATION ANNOUNCEMENTS

5. APPROVE AGENDA - Councilmembers may add items to the agenda including items contained in the Council Information Memorandum for discussion purposes or staff direction only. The Council will not normally take official action on items added to the agenda.

6. CONSENT AGENDA - These items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which event the item will be removed from the Consent Agenda and placed elsewhere on the agenda.

6.1 Adopt proposed minutes
1. January 28 Special
2. January 28 Regular

6.2 Approve Disbursements
1. Invoice Expense Distribution
2. City Council Resolution 2025-050

6.3 Approve purchase agreement for vacant land acquisition 17925 30th Avenue N
1. Location Map
2. Appraisal
3. Purchase Agreement
4. City Council Resolution 2025-051

6.4 Approve bid and authorize renovations of the Hilde Performance Center
1. Bid Tabulation
2. Letter of Recommendation

3. City Council Resolution 2025-052

6.5 Award contract for Well No. 12 Maintenance Project (WA259001)

1. Bid Tabulation
2. City Council Resolution 2025-053

7. PUBLIC HEARINGS

7.1 Approve the conveyance of real property and acquisition of right of way easement to accommodate the Hamel Road Extension (ST170002)

1. Location Map
2. Conveyance & Acquisition Exhibit
3. Purchase Agreement
4. City Council Resolution 2025-054

8. GENERAL BUSINESS

8.1 Approve plans and specifications and order advertisement for bids for the Chankahda Trail Reconstruction Project - Phase 3 (ST240002)

1. Location Map
2. Project Phasing
3. City Council Resolution 2025-055

9. REPORTS AND STAFF RECOMMENDATIONS

10. ADJOURNMENT

Regular City Council
February 11, 2025
Agenda Number: 6.1

To: Dave Callister, City Manager

Prepared by: Jodi Gallup, City Clerk

Reviewed by: Maria Solano, Deputy City Manager

Item: **Adopt proposed minutes**

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1. Action Requested:
Adopt proposed City Council minutes.

2. Background:
N/A

3. Budget Impact:
N/A

4. Attachments:
1. January 28 Special
2. January 28 Regular

Proposed Minutes
Special Council Meeting
January 28, 2025

Mayor Wosje called a Special Meeting of the Plymouth City Council to order at 5:00 p.m. at Plymouth City Hall, 3400 Plymouth Boulevard, on January 28, 2025.

PLYMOUTH COUNCIL PRESENT: Mayor Wosje, Councilmembers Spoonheim, Gregor, Pointner, Peterson, Aldrich, and Nelson.

PLYMOUTH COUNCIL ABSENT: None.

PLYMOUTH STAFF PRESENT: City Manager Callister, Deputy City Manager Solano, Public Safety Director Fadden, Fire Chief Coppa, Public Works Director Thompson, Parks and Recreation Director Tomlinson, Finance Director Rich, Human Resources Director Timpone, Organizational Development and Equity Partner Johnson, IT Manager Leiseth, IT Support Analyst Chong, Assistant Finance Director Vadnais, Finance Supervisor Milavitz, HR Generalist Finn, Management Intern Nissen, and City Clerk/Administrative Coordinator Gallup.

Review new Enterprise Resource Planning (ERP) proposed selection

Staff and ERP Consultant Natalie Schwarz with Plante Moran provided background information on the city’s current ERP system, the request for proposal and selection process, driving decision factors and a recommendation for new ERP vendors.

Council asked questions and provided staff direction to move forward with contract negotiations with the new ERP vendors.

Discuss city issued proclamations

Staff provided background information on the city’s current process for issuing proclamations and research from other comparable cities.

Council asked questions and provided direction to bring back an updated policy similar to the City of Minnetonka’s policy for further consideration.

Adjournment

Mayor Wosje adjourned the meeting at 6:50 p.m.

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Jodi M. Gallup, City Clerk/Administrative Coordinator

Proposed Minutes
Regular City Council Meeting
January 28, 2025

Mayor Wosje called a Regular Meeting of the Plymouth City Council to order at 7:00 p.m. in the Council Chambers of City Hall, 3400 Plymouth Boulevard, on January 28, 2025.

COUNCIL PRESENT: Mayor Wosje, Councilmembers Spoonheim, Gregor, Pointner, Peterson, Aldrich, and Nelson.

COUNCIL ABSENT: None.

STAFF PRESENT: City Manager Callister, Deputy City Manager Solano, Public Safety Director Fadden, Fire Chief Coppa, Public Works Director Thompson, Parks and Recreation Director Tomlinson, Finance Director Rich, Human Resources Director Timpone, Associate Planner Kucera, Senior Planner Sommers, Economic Development Coordinator Erickson, Engineering Services Manager McKenzie, City Engineer/Deputy Public Works Director Payne, Water Resources Supervisor Scharenbroich, Management Intern Nissen, City Attorney Mattick, and City Clerk/Administrative Coordinator Gallup.

Plymouth Forum

David Johnson, Plymouth Concert Band, 8040 Shadyview Lane North, Maple Grove, thanked the city for donating to the Plymouth Concert Band.

Presentations and Public Information Announcements

(4.1) Proclamation declaring Jim Davis Day

Mayor Wosje read the proclamation declaring February 1, 2025, as Jim Davis Day, and invited the public to attend a celebration of life on February 1st at the Plymouth Community Center.

(4.2) Receive updates on legislative priorities from State Legislators, Metropolitan Council Member, and County Commissioners

Representative Freiberg updated the council on continued negotiations regarding legislative topics.

Representative Carroll stated he would carry the bill for the City Center and continue to work on upcoming projects.

Senator Westlin provided updates on the power-sharing agreement, TIF bill, bonding bill, and sales tax exemption bill.

Commissioner Johnson discussed future legislative priorities and provided information on projects relating to the Metropolitan Council.

Senator Rest provided updates on repurposing the Hennepin County sales tax and other current legislative topics.

Commissioner Fernando discussed current and future county priorities and noted Hennepin County has met all the requirements to achieve a functional zero regarding veteran homelessness.

Commissioner Anderson provided updates on the 2024 and 2025 public works projects and the current housing ecosystem.

(4.3) Proclamation declaring the week of January 27, 2025, as Winter Salt Week

Mayor Wosje read the proclamation and declared January 27-31, 2025, as Winter Salt Week in the City of Plymouth. Water Resources Supervisor Scharenbroich invited the public to an open house at the Public Works Department on Thursday, January 30, from 2:00-5:30 p.m.

Approval of Agenda

<u>Motion was made by Councilmember Peterson, and seconded by Councilmember Pointner, to approve the agenda</u>. With all members voting in favor, the motion carried.

Consent Agenda

<u>Motion was made by Councilmember Peterson, and seconded by Councilmember Pointner, to adopt the Consent Agenda that included the following items</u>:

(**6.1**) Council minutes from regular meeting of January 14, 2025.

(**6.2**) Resolution approving disbursements ending January 17, 2025 (Res2024-027).

(**6.3**) Resolution approving grant of parking area easement with the Northwest Islamic Community Center for the Plymouth Boulevard Improvements Project (ST240003) (Res2025-028), Resolution approving amended and restated grant of parking area easement with the United States Postal Service for the Plymouth Boulevard Improvements Project (ST240003) (Res2025-029).

(6.4) Resolution approving final plat and development contract for “Fox Meadows 2nd Addition” to be addressed 3060 Harbor Lane (2024089) (Res2025-030).

(6.5) Resolution approving purchase of five medium/light duty pick-up trucks (Res2025-031).

(**6.6**) Resolution approving temporary liquor license application of Providence Academy (Res2025-032).

(**6.7**) Resolution approving the bid and authorize construction of the Northwest Greenway Trail Segment 6 (PR250001) (Res2025-033).

(**6.8**) Resolution approving amended regular city council meeting schedule for 2025 (Res2025-034).

(**6.9**) Resolution awarding contract for the outlet structure improvements at 6105 Vicksburg Lane North Project (WR180006) (Res2025-035).

(**6.10**) Ordinance amending Chapter 21 (Zoning Ordinance) of the City Code to amend the SPRC Land Ventures PUD to allow accessory fuel sales related to the grocery store at 6130 Sycamore Lane (2024097) (Ord2025-01), Resolution approving PUD amendment to allow accessory fuel sales at Coborn's, 6130 Sycamore Lane (2024097) (Res2025-036), Resolution approving findings of fact for amending Zoning Ordinance section 21655 (2024097) (Res2025-037), Resolution approving summary publication of Ordinance No. 2025-01 (Res2025-038).

(**6.11**) Resolution ordering preliminary engineering report for the 36th Avenue Rehabilitation Project (ST250002) (Res2025-039), Resolution receiving preliminary engineering report, ordering preparation of plans and specifications, and calling for a public hearing for the 36th Avenue Rehabilitation Project (ST250002) (Res2025-040), Resolution approving plans and specifications, and ordering advertisement for bids for the 36th Avenue Rehabilitation Project (ST250002) (Res2025-041), Resolution declaring cost to be assessed, and ordering preparation of proposed assessment for the 36th Avenue Rehabilitation Project (ST250002) (Res2025-042), Resolution for hearing on proposed assessment for the 2025 36th Avenue Rehabilitation Project (ST250002) (Res2025-043).

(**6.12**) Resolution approving cooperative funding agreement Highway 55 Bus Rapid Transit (BRT) Study (Res2025-044).

(**6.13**) Resolution approving change order No. 4 for the 2024 Sanitary Sewer Lining and Maintenance Project (SS249001) (Res2025-045).

Public Hearings

(7.1) Public hearing on vacation of easements areas of Lots 1 and 2, Block 2, Fox Meadows First Addition

City Engineer/Deputy Public Works Director Payne presented this item, stated adjacent property owners and utility companies have been notified and found no objections, and staff recommended holding the public hearing and adoption of the resolution.

Mayor Wosje opened the public hearing.

Mary Kruse 16815 Fernbrook Lane North, expressed her concern regarding property space and drainage.

David Cofman, 3141 Fernbrook Lane North, noted his concerns about the decreased green space.

Mayor Wosje closed the public hearing.

Engineering Services Manager McKenzie stated the easement is not for neighboring properties and noted city staff will be working with neighboring property owners but it will not be affecting their green space or their parking lot.

Motion was made by Councilmember Pointner, and seconded by Councilmember Peterson, to adopt Resolution approving the vacation of easements of Lots 1 and 2, Block 2, Fox Meadows First Addition (Res2025-046). With all members voting in favor, the motion carried.

(7.2) Public hearing to authorize application submission to the Minnesota Department of Employment and Economic Development (DEED) Minnesota Investment Fund (MIF) and Job Creation Fund (JCF) in association with Alter Technology US

Economic Development Coordinator Erickson presented this item and noted no final decisions have been made but look to have those decisions made soon. She provided background information on Alter Technology US and stated it would also create fifteen full-time jobs and one part-time job with above-average wages. Economic Development Coordinator Erickson defined the Minnesota Investment Fund (MIF) and the eligibility requirements of the Job Creation Fund (JCF).

Mayor Wosje opened the public hearing.

Frederic Tilhac, President of Alter Technology US, introduced his business to the City Council.

Mayor Wosje closed the public hearing.

Motion was made by Councilmember Nelson, and seconded by Councilmember Peterson to adopt Resolution regarding the support of a job creation fund (JCF) application in connection with Alter Technology US, Inc. (Res2025-047), Resolution approving the submission of a Minnesota Investment Fund (MIF) application in connection with Alter Technology US, Inc. (Res2025-048). With all members voting in favor, the motion carried.

General Business

(8.1) Approve a Comprehensive Plan Amendment and Transportation Plan Amendment for the Hamel Lumber property located at 18710, 18800, and 18810 State Highway 55 (North Shore Development Partners - 2024085)

Senior Planner Sommers and Engineering Services Manager McKenzie presented this item and stated the applicant is requesting a guiding change from LA-2 to LA-3 to allow for more units and a transportation map change to remove the future major collector roadway connection envisioned through the site. Engineering Services Manager Mckenzie stated the applicant provided a concept plan and staff recommended approval.

In response to questions from the City Council, Senior Planner Sommers and Engineering Services Manager McKenzie provided the following information:

- Current state of the road could handle the surface road load and the traffic flow
- MnDOT will not allow another access point on or off of Highway 55

- The plan is in the early stages and other details will be discussed at a future meeting
- City staff and the development team will work together to design the roadway

Applicant, Josh McKinney, Metro Group, 1130 Vagabond Lane North, stated this is the first step and is looking forward to working with city staff as well as residents.

In response to questions from the City Council, the applicant, Josh McKinney provided the following information:

- Current model is for property to be rentals but is open to looking at other options
- Defined and explained Common Interest Community (CIC) platting
- Discussed the unique lot shape and potential additional expenses

Richard Locketz, 4740 Walnut Grove Lane North, expressed his concern regarding the validity of the traffic study data and vehicle and pedestrian safety and encouraged the council to vote against it.

Richard Benson, 4744 Vagabond Lane North, expressed his concern regarding the validity of the traffic study, EMS access, and the infrastructure's impact on the environment.

Public Safety Director Fadden stated the Police Department did not have any concerns. Fire Chief Coppa stated as property diminishes in the city, lots are becoming increasingly difficult to gain access to but stated they will work to gain access.

Mayor Wosje stated the environmental impact information is in the packet.

Engineering Services Manager McKenzie stated MnDOT plans to incorporate J turns in the corridor and is not concerned about traffic growth.

The council provided input and feedback. They discussed the safety concerns and the potential for a hurried decision with the lack of information.

Community and Economic Development Director Fernelius stated the 60-day deadline would be February 21st but could allow another 60-day extension allowing this item to be placed on the February 25, 2025 agenda.

Applicant Josh McKinney stated because the site has additional cost concerns, he is unsure if he wants to spend the money on the engineering report but would add more information and bring it back to the February 25th meeting.

The council agreed to table this item until more information can be gathered and presented.

<u>Motion was made by Councilmember Gregor, and seconded by Councilmember Pointner, to table this item until the February 25, 2025, meeting.</u> With all members voting in favor, the motion carried.

Mayor Wosje called for a short recess at 9:01 p.m.
Mayor Wosje reconvened the meeting at 9:07 p.m.

(8.2) Approve variance to reduce side and rear yard setback to allow a screened porch addition in the rear yard located at 18805 4th Avenue (Didier - 2024092)

Associate Planner Kucera presented this item and provided a brief overview of the variance request. She stated the property is not in any shoreline district, within a floodplain, and would not encroach on any drainage utility easement or wetland buffer. Staff recommended approval.

In response to questions from the City Council, Associate Planner Kucera and Community and Economic Development Director Fernelius provided the following information:

- Explained the reason for the differing setbacks for patios versus enclosed structure
- Explained variances are done on a case-by-case basis and are unique to the property and request

Applicant, Kyle Didier, 18805 4th Avenue North, thanked city staff and the Planning Commission for the recommendation of the request and stated he has met with his neighbor to develop a landscaping plan to maintain their privacy.

George Hansen, 375 Brockton Lane North, expressed his concern regarding the zoning code, property value, reduced privacy, and potential flooding.

The council discussed potential remedies for this issue and encouraged the property owner and neighbor to find a compromise.

Motion was made by Councilmember Pointner, and seconded by Councilmember Gregor, to adopt Resolution approving a major variance for Kyle and Denise Didier to allow the construction of an addition for property located at 18805 4th Avenue North (2024094) (Res2025-049). With Councilmembers Pointner, Nelson, Gregor, and Spoonheim voting yes and Councilmembers Peterson, Aldrich, and Mayor Wosje voting no, the motion carried 4-3.

Reports and Staff Recommendations

There were no reports or staff recommendations.

Adjournment

Mayor Wosje adjourned the regular meeting at 9:36 p.m.

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Jodi Gallup, City Clerk/Administrative Coordinator

City of Plymouth

Regular City Council
February 11, 2025
Agenda Number: 6.2

To: Dave Callister, City Manager

Prepared by: Tammy Geurkink, Accounting Specialist

Reviewed by: Andrea Rich, Finance Director

Item: **Approve Disbursements**

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1. Action Requested:
Adopt resolution approving disbursements.

2. Background:
Attached are lists of city fund disbursements for the period ending 1/31/2025.

3. Budget Impact:
N/A

4. Attachments:
1. Invoice Expense Distribution
2. City Council Resolution 2025-050

FUND	100	General Fund	1,239,215.55
	200	Recreation Fund	56,760.74
	210	Parker's Lake Cemetery Maint	0.00
	215	Destination Marketing Org Fund	9,959.92
	220	Transit System Fund	361,307.48
	234	Economic Development Fund	0.00
	240	Lawful Gambling	0.00
	250	Comm Dev Block Grant Fund	0.00
	254	HRA Section 8 Fund	0.00
	254	HAP Check Summary	331,300.67
	258	HRA General Fund	2,534.12
	308	2005A TIF #1-1	0.00
	310	2009A TIF #7-5A Refund 1998A	0.00
	312	2010A GO Open Space	0.00
	314	2012A GO Refunding 2004A	0.00
	315	2015A GO Open Space	0.00
	316	Plymouth Creek Center Bonds	0.00
	400	General Capital Projects Fund	262,161.56
	401	Minnesota State Aid Fund	0.00
	404	Community Improvement	0.00
	405	Park Replacement Fund	0.00
	406	Street Reconstruction Fund	0.00
	407	Project Administration Fund	0.00
	408	Park Construction	0.00
	409	Capital Improvement Fund	0.00
	412	Water Sewer Replace	0.00
	413	Improvement Project Construction	1,047,865.26
	417	Project Warranty Repairs	0.00
	418	Utility Trunk System Expansion	0.00
	420	Water Sewer Construction	0.00
	421	ENT-Water Resources Constrctn	0.00
	422	TIF 7-4 PTP Construction	0.00
	423	TIF 7-5 Rottlund (Const)	0.00
	424	TIF 7-6 Berkshire	0.00
	425	TIF Housing Assistance Program	0.00
	426	TIF 7-7 Stonecreek	0.00
	427	TIF 1-1 Shops at Plymth Crk	0.00
	428	TIF 1-2 Vicksburg Commons	0.00
	429	TIF HRA 1-3 Crossroads Station	91,492.65
	432	TIF 7-8 Quest	190,460.83
	433	TIF 7-9 Four Seasons	0.00
	434	TIF 7-10 Sands	11,251.28
	435	Plymouth Creek Center Expansion	0.00
	436	Doran Bassett Creek	0.00
	437	CON - Fire Stations	0.00
	438	TIF 7-12-Prudential/Blvd	4,000.00
	500	Water Fund	181,826.12
	510	Water Resources Fund	465,245.53
	520	Sewer Fund	69,656.44
	530	Solid Waste Management Fund	3,825.00
	540	Ice Center Fund	19,598.52
	550	Field House Fund	26,563.53
	600	Central Equipment Fund	13,018.11
	610	Public Facilities Fund	174,964.40
	620	Information Technology Fund	23,350.26
	630	Risk Management Fund	34,315.31
	640	Employee Benefits Fund	42,876.15
	660	Resource Planning	96.08
	700	Parkers's Lake Cemetery	0.00
	800	Investment Trust Fund	0.00
	850	Plymouth Town Square	0.00
	851	Vicksburg Crossing	0.00
Total Invoice Expense Distribution:			**4,663,645.51**

CITY OF PLYMOUTH

RESOLUTION NO. 2025-050

RESOLUTION APPROVING DISBURSEMENTS ENDING JANUARY 31, 2025

WHEREAS, a list of disbursements for the period ending January 31, 2025 was presented to the City Council for approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the payment of the list of disbursements of the following funds is approved.

US Bank – Check Register	
General & Special Revenue	$ 1,667,243.69
Construction & Debt Service	$ 1,607,231.58
Enterprise & Internal Service	$ 1,055,335.45
Housing Redevelopment	$ 2,534.12
Check Register Total	$ 4,332,344.84
US Bank – Housing Assistance Payments	
Housing & Redevelopment Authority	$ 331,300.67
	$ 331,300.67
GRAND TOTAL FOR ALL FUNDS	$ 4,663,645.51

Additionally, the US Bank Check Register amounts split by type of payment follow:

EFT	930,172.70
Check (#172061-172351)	3,402,172.14
Total	$ 4,332,344.84

APPROVED by the City Council on this 11th day of February, 2025.

Regular City Council
February 11, 2025
Agenda Number: 6.3

To:	Dave Callister, City Manager
Prepared by:	Michael Thompson, Public Works Director
Reviewed by:	Michael Thompson, Public Works Director
Item:	**Approve purchase agreement for vacant land acquisition 17925 30th Avenue N**

1. Action Requested:
Adopt attached resolution approving purchase agreement for vacant land acquisition at 17925 30th Avenue N. This item requires a 5/7 vote of approval.

2. Background:
The city has negotiated a purchase agreement for the vacant land at 17925 30th Avenue N, Plymouth, MN 55447.

The subject vacant land presents an opportunity for water quality and rate control for stormwater improvements during a future roadway and utility reconstruction project.

An appraisal was completed and identifies the value of the property at $55,000. The landowners have agreed to sell the subject vacant land to the city for $24,960.

3. Budget Impact:
The purchase price of $24,960, in addition to all attorney and closing costs, would be covered by the Water Resources Fund, as the land would be used for future stormwater improvements.

4. Attachments:
1. Location Map
2. Appraisal
3. Purchase Agreement
4. City Council Resolution 2025-051

January 2025
City of Plymouth

Location Map
17925 30th Ave N

N
W E
S
0 30 60 120 180 240 Feet

THIS REPRESENTS A COMPILATION OF INFORMATION AND DATA FROM CITY, COUNTY, STATE AND OTHER SOURCES THAT HAS NOT BEEN FIELD VERIFIED. INFORMATION SHOULD BE FIELD VERIFIED AND COMPARED WITH ORIGINAL SOURCE DOCUMENTS.

Report Type
Appraisal Report

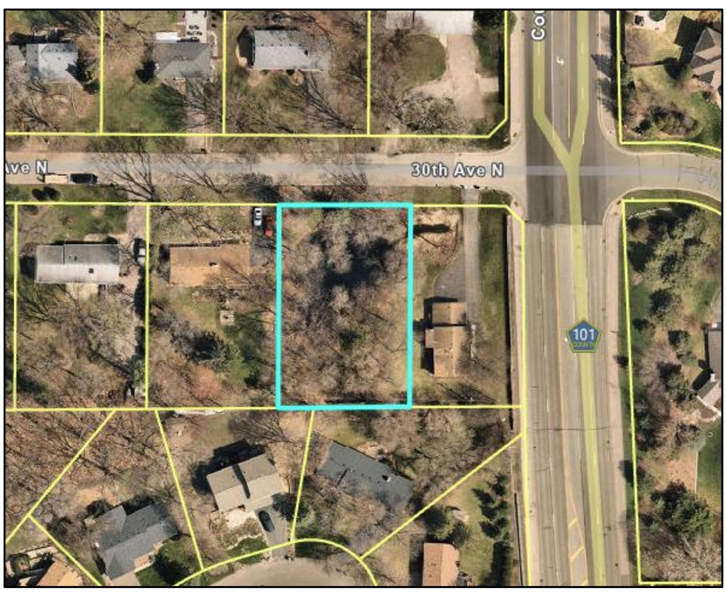
Effective Date
April 5, 2024

Client

City of Plymouth
Attn: Ben Sharenbroich, Water Resource Supervisor
3400 Plymouth Boulevard
Plymouth, MN 55447

Subject Property

Vacant Residential Land (Side Yard)
17925 30th Avenue North
Plymouth, Hennepin County, MN 55447
Owner: Philip H Corkery



File # G2403004

Prepared By:
Ethan Waytas, MAI, Appraiser
William R. Waytas, Appraiser
Evay Waytas, Appraiser

Nagell Appraisal Incorporated
12805 Highway 55, Suite 300
Plymouth, Minnesota 55441
Tel: 952.544.8966 | Fax: 952.544.8969

NAGELL APPRAISAL INCORPORATED
12805 Highway 55, #300
Plymouth, MN 55441 **Phone: 952-544-8966**
Established in 1968 **Fax: 952-544-8969**

City of Plymouth
Attn: Ben Scharenbroich, Water Resource Supervisor
14900 – 23rd Avenue North
Plymouth, MN 55447

April 9, 2024

To Ben Scharenbroich:

In accordance with your request, an **appraisal report** has been made on the following described property:

Subject Property: Vacant Residential Land (Side Yard)
17925 30th Avenue North
Plymouth, MN 55441

Described below is a summary of the appraisal report contained herein.

Property Overview

This report reflects the data found and the opinions concluded from an appraisal of vacant residential land located in Plymouth.

The total site consists of 19,968 SF (0.46 acres); the subject site has a pond located within the central portion of the site which is 6,098 SF (0.14 acres). The total useable site size is 13,870 SF (0.32 acres).

The highest and best use of the subject is to assemble with the neighboring parcels as the site is mainly low and any potential development is considered to be effectively not feasible. As-such, vacant residential land sales with limited to nil development appeal will be utilized. Some sales of fully buildable sites will be considered in order to help determine the side yard valuation.

Note: Interest rates have increased in recent years, which has impacted the market.

Report Use

- Decision making regarding potential purchase

Intended User(s)

- City of Plymouth (Attn: Water Resource Supervisor)

Extraordinary Assumptions

- None

Hypothetical Conditions

- None

Property Rights Appraised

- *Fee Simple:* The property is vacant land, as such, the appraised value reflects the fee simple interest.

Property Components Appraised

- *Real Estate:* The appraised value includes the real estate value opinion.

- *Furniture, Fixtures, & Equipment (FF&E):* The appraised value does not include any values of fixtures, furnishings and equipment. The appraised value reflects real estate only.

- *Business Value:* The appraised value does not include business value.

Highest and Best Use Conclusions

- *As Vacant:* See highest and best use analysis for details.
- *As Improved:* Not applicable as the subject is vacant land.

Valuation Methodology

The highest and best use of the subject is for a residential related use (sell to adjoining neighbor).

Given the highest and best use, the following approaches are used:

- *Cost Approach:* Not applied due to no building improvements.

- *Sales Comparison Approach:* Similar residential land property sales.

- *Income Approach:* Not applicable as land like the subject is very rarely rented, which limits the reliability of this approach.

The property is legally described herein. The appraisal assumes that the property meets all current environmental standards. The appraisal analysis and conclusions are subject to certain limiting conditions and assumptions described herein. The final value opinion, as of **April 5, 2024**, is:

FINAL VALUE OPINION – Fee Simple Interest – Side Yard	**$55,000**

Exposure Time / Marketing Time

Exposure Time:	Final values reflect "market exposure" time of under 1 year before the effective date of the appraisal. Changes in the market, use, lease and/or building subsequent to the effective appraisal date could impact value.
Marketing Time:	Marketing times for appropriately priced properties is generally 12 months +/-.

Our company has 10 employees, has been in business since 1968 and has sufficient knowledge, education, experience, resources and/or contacts to competently complete this assignment. The accompanying report contains data secured from my personal investigation and from sources considered to be reliable; however, correctness is not guaranteed. To the best of my knowledge and belief, the statements contained in this report are true and correct. Neither my employment to make this appraisal, nor the compensation, is contingent upon the value reported. This report has been prepared in conformity with the code of professional ethics and standards of professional appraisal practice of the Appraisal Institute and appraisal standards set forth by Uniform Standards of Professional Appraisal Practice.

Please contact us if you have further questions.

Sincerely,

Ethan Waytas, MAI
Certified General MN 40368613

William R. Waytas
Certified General MN 4000813

Evan Waytas, Senior Trainee
Trainee Appraiser MN 40689219

TABLE OF CONTENTS

SUMMARY OF IMPORTANT FACTS & CONCLUSIONS

General Description:	Vacant Residential Land (Side yard)
Appraisal Report:	Appraisal Report
Current Use:	Vacant land
Extraordinary Assumptions:	None
Hypothetical Assumptions:	None
Site Size:	19,968 SF (0.46 acres)
Year Built:	n/a, the subject is not improved
GBA:	n/a, the subject is not improved
Zoning:	RSF-1, Single Family Detached 1
Future Land Use:	Living Area 1, LA-1 (2-3)
Highest and Best Use:	See highest and best use analysis for details
Property Rights Appraised:	Fee Simple
Business Value / FF&E:	No business value or FF&E included
Cost Approach:	Not Applicable
Sales Comparison Approach:	**$55,000**
Income Approach:	Not Applicable
Final Value Opinion (as is):	**$55,000**

VALUE TYPE, CONDITION & STABILITY OF PROPERTY

Type of Value:	This report provides an opinion of **Market Value**.
Condition of Value:	This report provides an opinion of the **as-is** value.
Occupancy:	The property is currently vacant land.

INTENDED USE OF THE APPRAISAL

Intended Use:	The client intends to use the appraisal decision making regarding potential purchase.
Intended User(s):	**City of Plymouth (Attn: Ben Scharenbroich, Water Resource Supervisor)** No party, other than the named client and listed intended users, may use or rely upon any part of this report without the prior written authorization of both the named client and the appraiser. This report is not valid unless it contains the original signatures in blue ink. Any unauthorized third party relying upon any portion of this report does so at its own risk.

DATE OF APPRAISAL

Effective Date:	**April 5, 2024**
Inspection Date:	**April 5, 2024**
Date of Report:	April 9, 2024

SCOPE OF THE APPRAISAL REPORT

USPAP defines Scope of Work as: The type and extent of research and analyses in an assignment.

For each appraisal, appraisal review and appraisal consulting assignment, an appraiser must:

1) Identify the problem to be solved,
2) Determine and perform the scope of work necessary to develop credible assignment results; and
3) Disclose the scope of work in the report.

1)	Provide a reasonably supported value opinion as it relates to the intended use & scope.
2)	Per assignment request (see addenda for engagement letter), the following degree of research and analysis has been made. The narrative format used is an **Appraisal Report**, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2a of USPAP. See individual approaches for further detail.
3)	**The scope of work for this appraisal includes:** • **a)** *Property Identification:* Public record, plat maps, zoning maps and aerial photographs were used to identify the subject property. • **b)** *Property Inspection:* A viewing of the subject property and neighborhood by the appraiser. *Physical factors:* Based on property viewing and conversations with the client, city and county officials. Lot size is based on county information. *Economic Factors:* Consisted of gathering of information from market experts, city and/or county offices, and internet about the region, community, neighborhood, zoning, utilities, and any pending projects in the area that may affect the subject property. • **c)** *Extent of Data Researched:* Sales data of competing properties within the subject market area were given primary consideration. The most relevant data is used in this report. Sources include, appraiser data files, assessor, internet, developers, agents, MLS, periodicals, in-office library, etc. In addition, during the course of appraisal practice and of this appraisal process, the appraiser has had ongoing discussions with market participants (buyers, sellers, property managers, real estate agents/brokers, appraisers, etc.) and/or viewed market data in relation to how the current real estate market may impact the subject value. The appraiser has not researched the title or ownership records. • **d)** Type and Extent of Analysis Applied at Opinions or Conclusions: An extensive review of market data was performed. The most recent, similar and proximate data has been used. The data used will be adjusted on a grid. Reasonable and appropriate collection, verification, analysis and viewing has been performed in the valuation approaches, given the purpose and intended use of the report. A final value opinion will be discussed and correlated.

The data used was obtained from sources considered credible, yet its accuracy is not guaranteed. If found otherwise, value could differ.

PROPERTY RIGHTS APPRAISED

What is valued in a real property appraisal is an estate subject to specified interests. Therefore, an appraiser's task is to identify not only the estate (e.g., the fee simple estate, the leasehold estate, the leased fee estate, the life estate) but also the interests associated with the real estate, such as leases, easements, restrictions, encumbrances, reservations, covenants, contracts, declarations, special assessments, ordinances, or other interests of a similar nature. (The Appraisal of Real Estate, 15th Edition, Page 59)

Fee Simple Interest: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (The Dictionary of Real Estate Appraisal, 7th Edition)

Note: This would typically reflect an owner-occupied property. When the property rights appraised are the unencumbered fee simple interest of the real estate, the appraised value is subject to normal easements for drainage, public streets and utilities, if any. The effect of any existing mortgage or delinquent taxes on the subject property has not been considered in this appraisal.

Leased Fee Interest: The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires. (The Dictionary of Real Estate Appraisal, 7th Edition)

In appraisal practice, the lessor's interest in a property is considered a leased fee regardless of the duration of the lease, the specified rent, the parties to the lease, or any of the terms in the lease contract. (The Appraisal of Real Estate, 15th Edition, Page 62)

Conclusion of Rights Appraised:

The subject is currently vacant land. Given the scope of the assignment and use of the report, the **Fee Simple** interest will be appraised.

PROPERTY COMPONENTS APPRAISED

Real Estate: The appraised value includes the real estate value opinion. The methods utilized for the real estate valuation include:

- Sales Comparison Approach

FF&E: The appraised value does not include personal property, FF&E, or inventory.

Business Value: There is no business value included in the appraised value.

IDENTIFICATION

Address:	17925 30th Avenue North, Plymouth
County PID:	1911822420034
Legal:	LOT 002 BLOCK 003 GREENTREE ADDN
Fee Owner:	Philip H Corkery
Census Tract #:	0266.06

REAL ESTATE TAXES

Taxes, per County Records		
	Payable 2024	**Payable 2025**
Tax	$807.40	n/a
Tax ratio (includes special assessments)	*1.29%*	*n/a*
Special Assessments / Solid Waste Fee / Other	$0.00	n/a
Total Tax & Assessments:	$807.40	n/a
Delinquent taxes:	None noted, county records indicate taxes are current	
COUNTY ASSESSOR'S VALUE		
	Payable 2024	**Payable 2025**
Land	$62,500	$82,500
Building	$0	$0
TOTAL	**$62,500**	**$82,500**

Typical Tax Ratios by Property Type	
Commercial (retail, office, industrial, hotel, other, etc.)	1.5% – 4.0%
Residential (multi-family, apartment, etc.)	0.9% – 1.5%
Single-family dwellings	0.8% – 1.5%

The appraised value given in this report assumes any/all special assessments, and/or liens are paid in full and that there are no delinquent taxes, fees, payments, association dues, etc. Should it be found that any of these exist the amount should be deducted from the appraised value. Appraiser did not research these items; typically, a title search would reveal any of these. **Note:** Taxes appear typical for the area.

SUBJECT SALES & BUILDING HISTORY

<table>
<tr><td>Listing History:</td><td colspan="2">The subject does not appear to be actively listed for sale.</td></tr>
<tr><td rowspan="7">Sales History:</td><td>Sale Price:</td><td>n/a</td></tr>
<tr><td>Sale Date:</td><td>n/a</td></tr>
<tr><td>Buyer:</td><td>n/a</td></tr>
<tr><td>Seller:</td><td>n/a</td></tr>
<tr><td>Terms:</td><td>n/a</td></tr>
<tr><td>Source:</td><td>Public records</td></tr>
<tr><td colspan="2">There are no known or reported sales of the subject property within the past 3 years.</td></tr>
<tr><td>Pending Sale:</td><td colspan="2">The city is considering a purchase of the subject property from the current owner. A purchase price has not been determined at this time.</td></tr>
<tr><td>Building History:</td><td colspan="2">None, the site is vacant.</td></tr>
<tr><td>Lease History:</td><td colspan="2">None apparent</td></tr>
<tr><td>Leasehold Interest:</td><td colspan="2">None apparent.</td></tr>
<tr><td>Association Dues:</td><td colspan="2">The subject is reportedly not part of an association or common interest community (CIC).</td></tr>
</table>

REGIONAL DATA

Metro Area

Regional hub Minneapolis-Saint Paul is the most populous urban area in Minnesota and is composed of 186 cities and townships. Built around the Mississippi, Minnesota and St. Croix rivers, the area is also nicknamed The Twin Cities for its two largest cities, Minneapolis and Saint Paul. Saint Paul is the second largest city in Minnesota, as well as the state capital.

The area is part of a larger U.S. Census division named Minneapolis-St. Paul-Bloomington, MN-WI, the country's 16th-largest metropolitan area, composed of eleven counties in Minnesota and two counties in Wisconsin. This larger area, in turn, is enveloped in the U.S. Census combined statistical area called Minneapolis-St. Paul-St. Cloud, MN-WI with an estimated population of 3.65 million people in 2019.

In both of the fully developed central cities–Minneapolis and St. Paul–the population has declined due to smaller household sizes, yet growth in other areas of their counties has been more than offsetting. Below is detailed where this growth has occurred:

POPULATION

County	Census 2000	Census 2010	Forecast 2022	Growth 2000 - 2010		Growth 2010 - 2022	
				total	*annual*	*total*	*annual*
Hennepin	**1,116,200**	**1,152,425**	**1,260,121**	**3.25%**	**0.32%**	**9.35%**	**0.78%**
Ramsey	511,035	508,640	536,413	-0.47%	-0.05%	5.46%	0.46%
Dakota	355,904	398,552	443,341	11.98%	1.20%	11.24%	0.94%
Anoka	298,084	330,844	368,864	10.99%	1.10%	11.49%	0.95%
Washington	201,130	238,136	275,912	18.4%	1.84%	15.86%	1.32%
Scott	89,498	129,928	154,520	45.17%	4.52%	18.93%	1.58%
Wright	89,986	124,700	148,003	38.58%	3.86%	18.69%	1.56%
Carver	70,205	91,042	110,034	29.68%	2.97%	20.86%	1.74%
Sherburne	64,417	88,499	100,824	37.38%	3.74%	13.93%	1.16%
Chisago	41,101	53,887	57,988	31.11%	3.11%	7.61%	0.63%
Total	***2,837,560***	***3,116,653***	***3,456,020***	***9.84%***	***0.98%***	***10.89%***	***0.91%***

Source: US Census Bureau

Overall, the area has experienced moderate to good income growth. Annualized income growth of 2.5% to 4.0% is consistent with national averages.

MEDIAN HOUSEHOLD INCOME

County	Census 2010	Estimate 2022	Growth 2010 - 2022	
			total	*annual*
Hennepin	**59,236**	**92,595**	**56.32%**	**4.69%**
Ramsey	50,136	78,108	55.79%	4.65%
Dakota	69,508	101,360	45.82%	3.82%
Anoka	65,771	95,782	45.63%	3.80%
Washington	77,239	110,828	43.49%	3.62%
Scott	77,314	118,268	53.00%	4.41%
Wright	66,833	102,980	54.09%	4.51%
Carver	80,173	116,308	45.07%	3.76%
Sherburne	69,971	96,889	38.47%	3.21%
Chisago	63,810	97,446	52.71%	4.39%

Source: US Census Bureau

Regional Data – continued

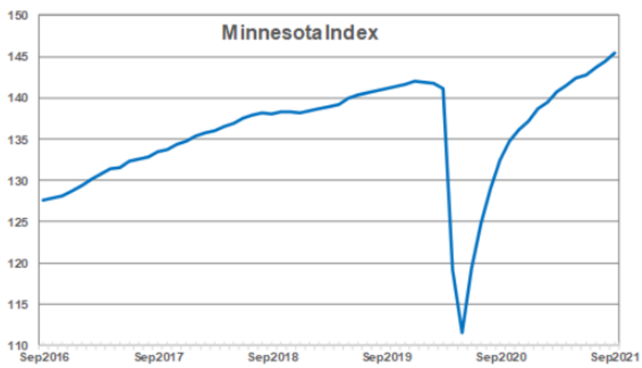
Economic Trends

The current residential interest rates for a typical 30-year mortgage are around 7.50% to 8.50%. Commercial rates are around 7.50% to 8.50%. Rates are expected to increase to combat inflation.

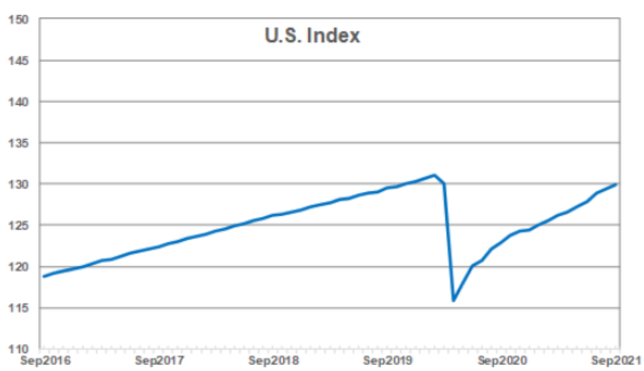
New construction labor costs have steadily increased, along with material costs as well. Overall, construction costs are less competitive to what they were 5 to 6 years ago. Generally, when vacancy is over 10%, new commercial/industrial construction is slow.

Listing prices have been increasing steadily since 2012 +/- and are starting to approach peak levels similar to the market in 2006, which was a period of high seller expectations. However, recent buyer and seller expectations regarding value and list prices appear to be trending towards equilibrium.

Although well diversified, the TCMA and surrounding Minnesota economy is not immune to the recent soft/declining trends of the overall economy.



Sep-20	132.4
Oct-20	134.8
Nov-20	136.1
Dec-20	137.1
Jan-21	138.7
Feb-21	139.5
Mar-21	140.7
Apr-21	141.5
May-21	142.3
Jun-21	142.7
Jul-21	143.6
Aug-21	144.5
Sep-21	145.5
% Change from	
Month Ago	0.7
Year Ago	9.9

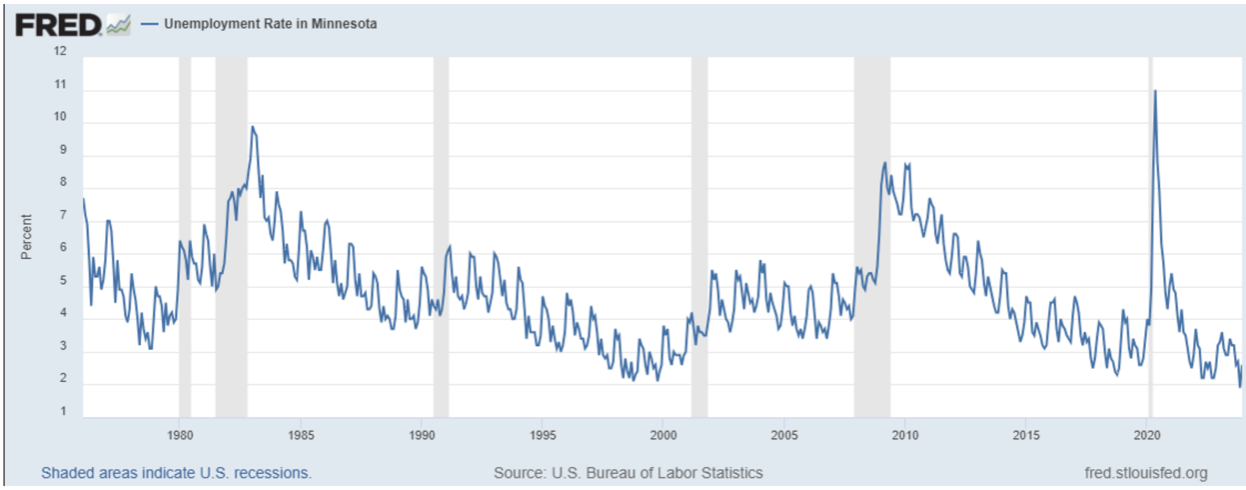


Sep-20	122.9
Oct-20	123.8
Nov-20	124.3
Dec-20	124.4
Jan-21	125.0
Feb-21	125.5
Mar-21	126.2
Apr-21	126.5
May-21	127.2
Jun-21	127.9
Jul-21	128.9
Aug-21	129.4
Sep-21	129.9
% Change from	
Month Ago	0.4
Year Ago	5.8

Source: Minnesota DEED

The recent COVID-19 pandemic created a significant drop in the economy due to high unemployment and decreased spending in early 2020. However, spending has increased, employment is recovering, and the COVID-19 vaccines have given markets stability.

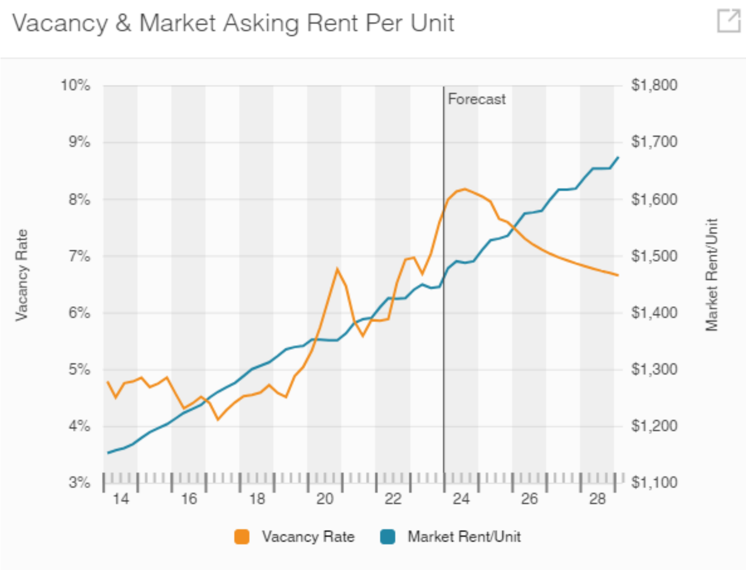
EMPLOYMENT & LABOR



Over the past ten years, unemployment rates have gone from a peak of around 7.0% to near historical lows of around 2% in late 2018. In 2020, the COVID-19 pandemic created a significant spike in the unemployment rate to about 11%. The most recent data, shown above, indicates that the rate has dropped significantly and is approaching pre-pandemic levels and even lower.

Regional Data – continued

APARTMENT MARKET

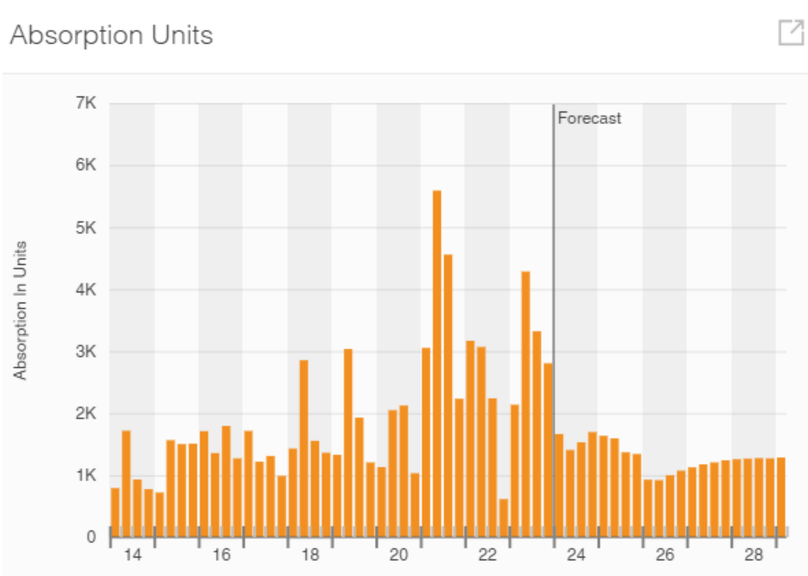


CoStar reports that rents have been trending upward consistently for the past 10+ years. The current average asking rate for an apartment unit in the Twin Cities Metro is around $1,445 per month.

Vacancy has fluctuated, but was trending downward until 2020. The COVID-19 pandemic caused a spike in vacancy, which has since been declining.

However, vacancy is higher due to significant new construction, both in Minneapolis and surrounding suburbs.

The following chart shows the annual absorption of apartment units:



RETAIL MARKET

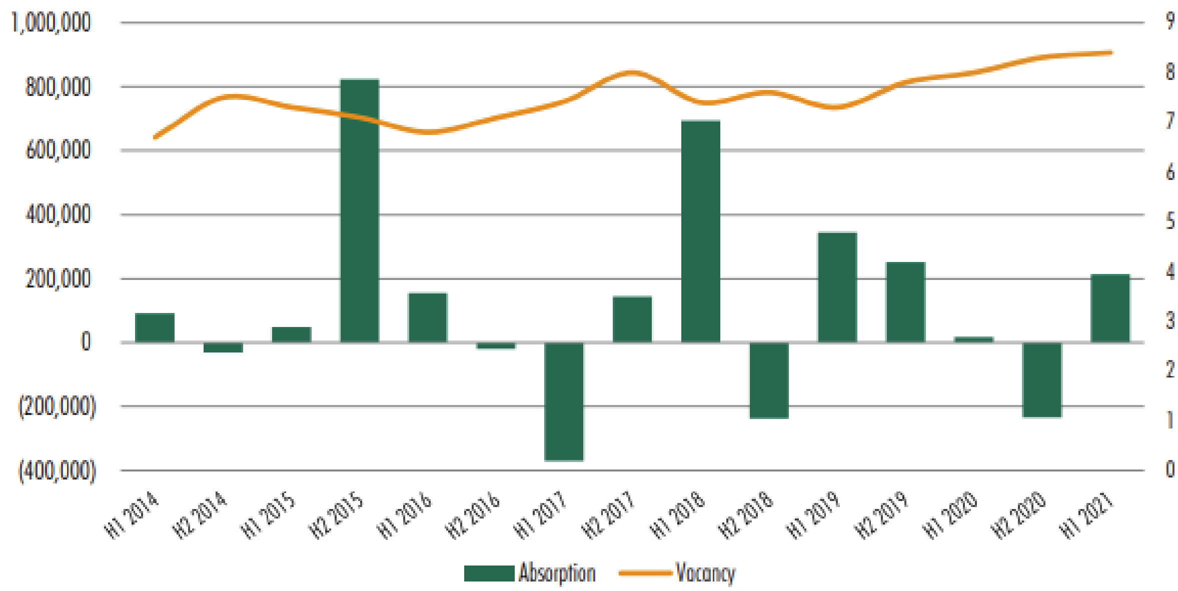
Vacancy Rate 8.5%

Net Asking Rate $19.06 per sq. ft.

Under Construction 28,000 sq. ft.

Net Absorption 213,771 sq. ft.

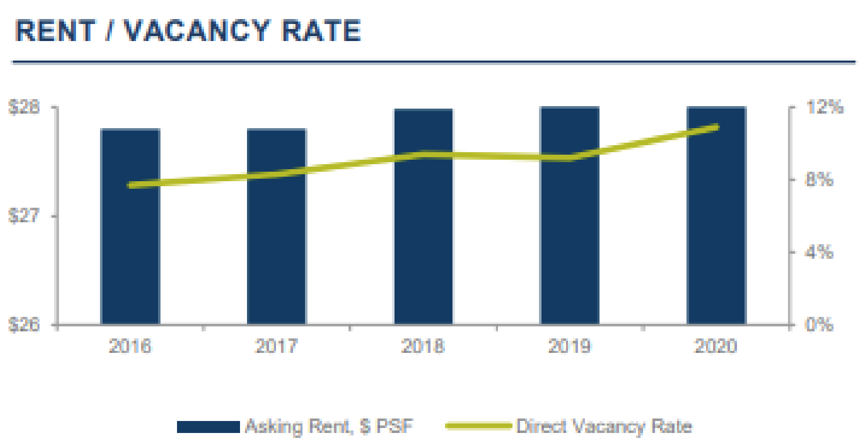
Figure 1: Direct Vacancy Rate and Absorption



Source: CBRE Research, H1 2021.

CBRE indicates that current retail vacancy rates have been increasing and asking rent rates have been declining. There has been absorption of vacant space in the market, however, many developers are cautious about new retail construction. Strong locations retain typical demand; more speculative retail construction generally does not occur.

Similarly, Cushman & Wakefield also shows stagnating retail asking rents and increasing vacancy:

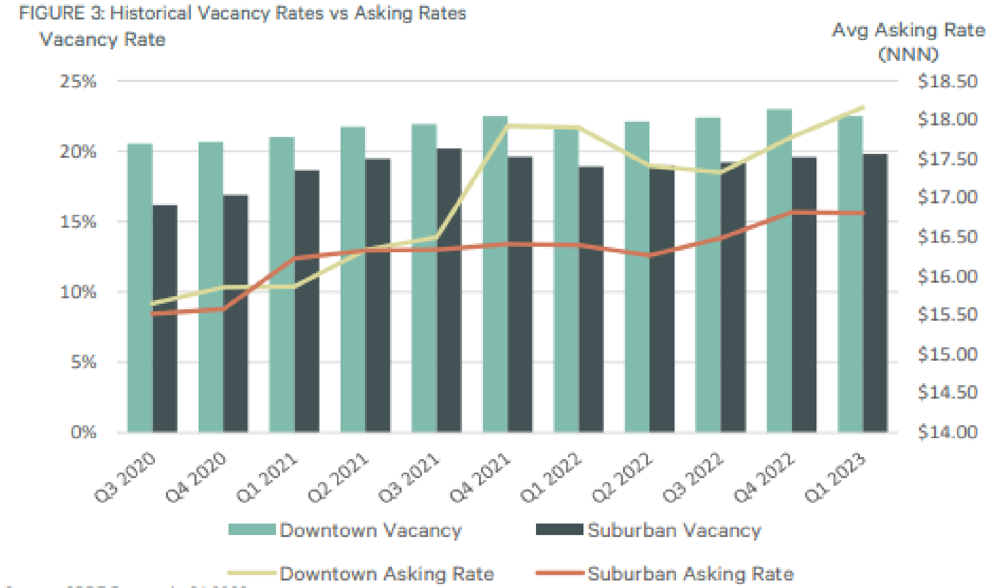


Regional Data – continued

OFFICE MARKET

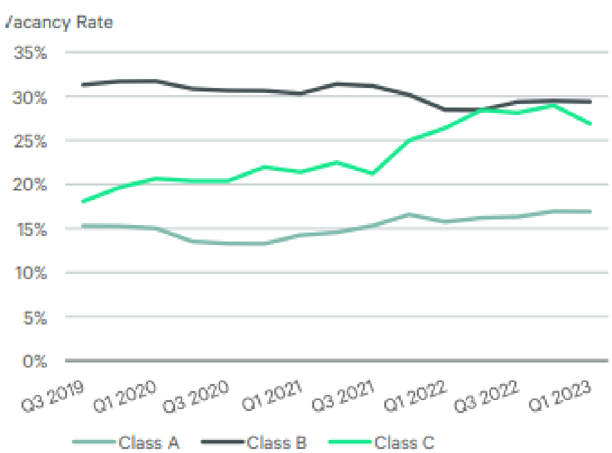
CBRE data shows that asking rents for the overall office market have generally been increasing. This has also corresponded with an increase in vacancy rates as well. With the COVID-19 pandemic, many employers and workers realized that working remotely was a viable option. However since the start 2024 many employers are requiring employees to come back to the office full-time or majority of the work week, which is expected to decreasing the increased historical vacancy.

FIGURE 3: Historical Vacancy Rates vs Asking Rates



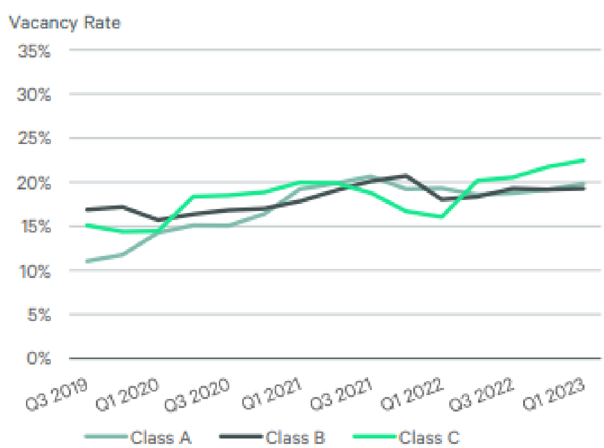
Source: CBRE Research, Q1 2023.

FIGURE 4: Historical Downtown Vacancy by Class



Source: CBRE Research, Q1 2023.

FIGURE 5: Historical Suburban Vacancy by Class



Source: CBRE Research, Q1 2023.

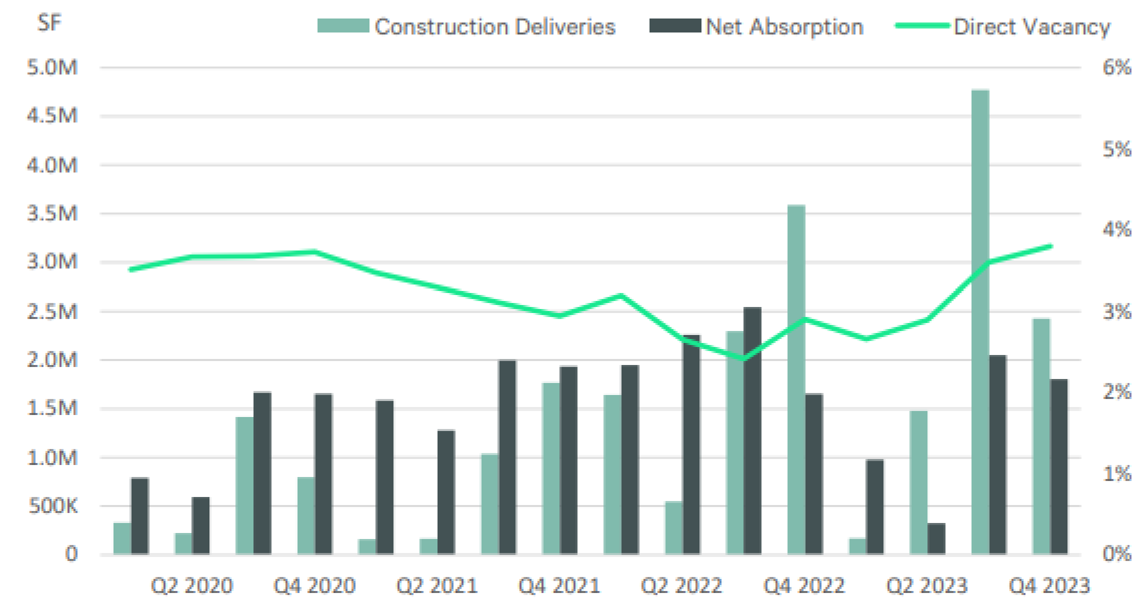
Regional Data – continued

INDUSTRIAL MARKET

The industrial market nationwide has seen increases in rental rates and occupancy. Construction costs have been increasing as well, due to shortages created by the COVID-19 pandemic. In Minnesota the trend is similar to the country overall, vacancy has decreased, construction of new buildings is significant,

CBRE indicates that vacancy has slightly increased since 2022, attributable due to the construction deliveries on the market:

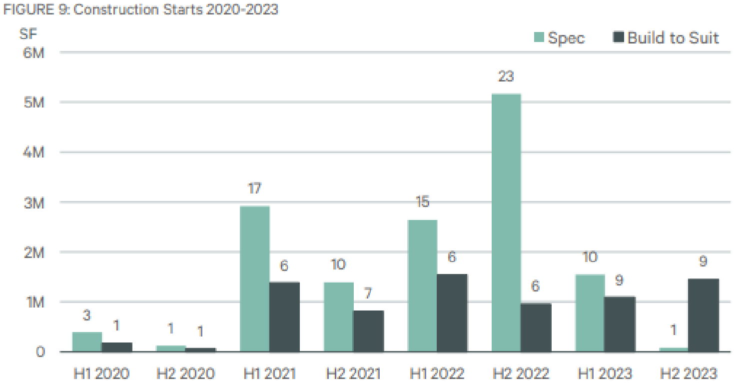
FIGURE 2: Direct Vacancy and Construction Deliveries, 2020-2023



Speculative development, per CBRE, has been significant. For example, almost 1.33 million square feet of speculative construction occurred in 2023/2024; of this, 15% has been leased. Most new construction has occurred in the Northwest submarket.

It appears the market is supporting speculative development, however, is cooling off.

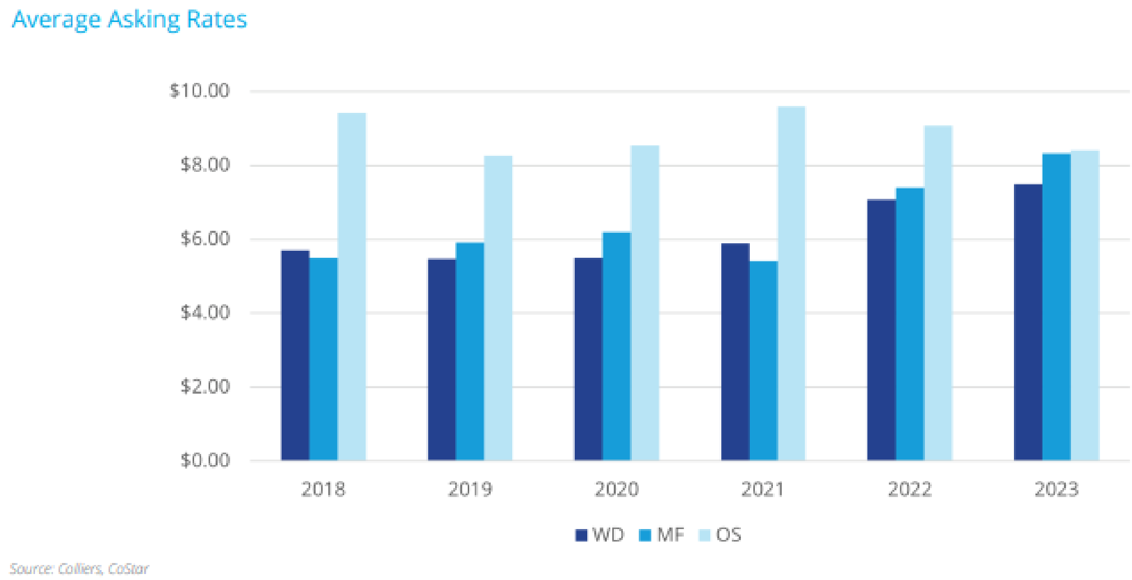
FIGURE 9: Construction Starts 2020-2023



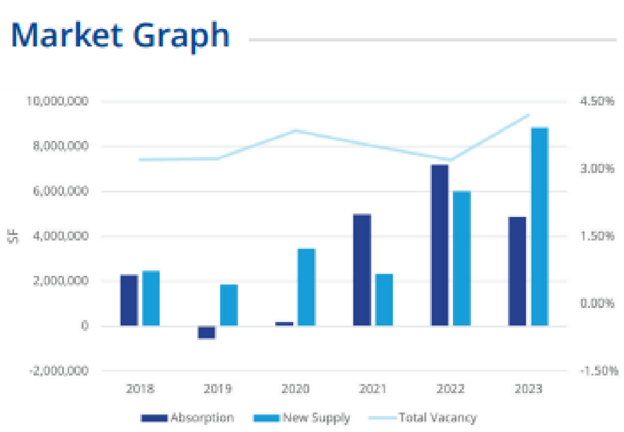
Source: CBRE Research, Q4 2023.

Regional Data – continued

Colliers also reports decreasing vacancy rates and significant increases in asking rates for industrial space.

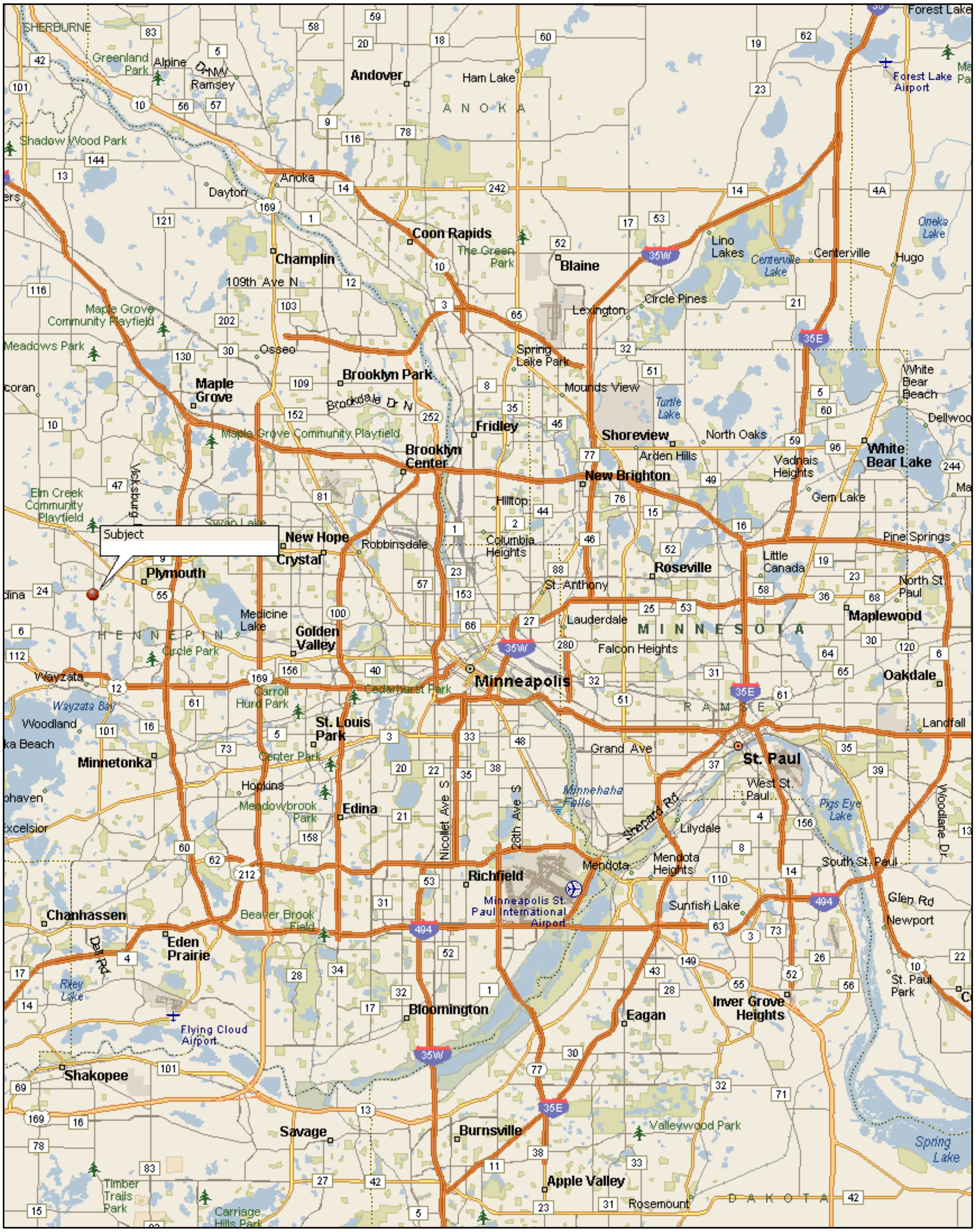


Total construction and absorption has been generally stable, but in 2021 - 2022 there was significantly more absorption than construction. In 2023 there was more new supply than absorption. This would imply the market is leveling out.



Market Graph Comment: The fourth quarter saw 1.7 million SF of new supply delivered to market, bringing year-to-date deliveries to 8.8 million SF, mostly in the Northwest and East submarkets. Tenant demand remains strong with 1 million square feet absorbed this quarter and 4.9 million SF absorbed this year.

REGIONAL MAP



CITY & NEIGHBORHOOD DESCRIPTION

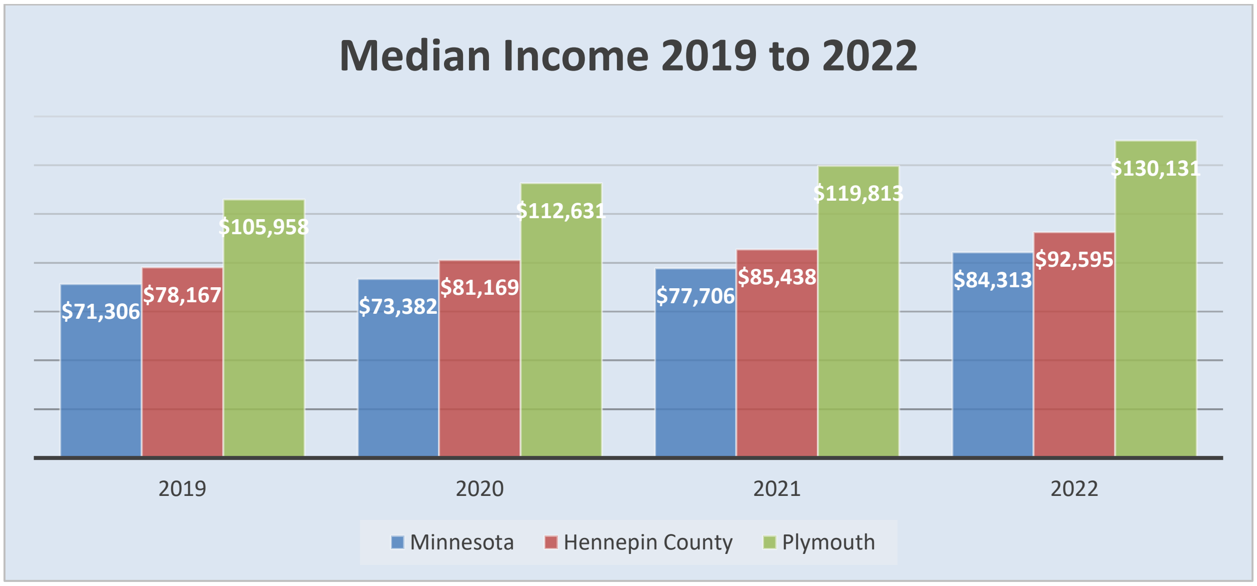
Type of neighborhood:	Suburban	
Percent built-up:	85% Developed	
Stage of Development:	Growth	
Redevelopment:	Yes, redevelopment of older properties along established corridors; more updating is occurring	
Neighborhood boundaries:	City Limits	
Major Transportation:	Highway 55, Highway 101, Interstate 494	
Predominant type & conformity:	*Single Family Residential*	*60%*
	Two- & Multi-Family	*10%*
	Commercial/Industrial	*15%*
	Other/Vacant Land/Public	*15%*
	Total:	*100%*
Typical property age:	New to 75+ years; predominant under 15-years	
Single-Family Home Sales:	$350,000 to $1,000,000+	
Apartment Sales:	$50,000 to $125,000+ per Unit	
Office Property Sales:	$75 to $175+ per SF	
Retail Property Sales:	$75 to $200 + per SF	
Industrial Property Sales:	$40 to $125+ per SF	
Capitalization Rates:	6% - 9% Historic	
Subject Market:	Stable	
Neighborhood Trend:	Stable with growth	
Detrimental influences:	No major apparent	

Comments: The City of Plymouth is a western suburban community located approximately 30 minutes from Downtown Minneapolis. Major roads include Interstate 494 and Highway 55. The city is mostly built-up; remaining development in the northwest portion of the city. Most commercial properties are located in proximity to the major roadway corridors. Access to most shopping and surrounding communities is within 20 minutes. The city has an extensive park and trail system that includes over 120 miles of trails and 1,200 acres of park land. The Northwest Greenway is a trail system/nature area that connects various parks, nature areas, trail systems, golf courses, and schools. The majority of Plymouth is located in the Wayzata School District (ISD 284) which is appealing for residential.

New construction is occurring in Plymouth including the redevelopment of the Hollydale Golf Course into a large residential subdivision with homes starting at the $1,000,000 +/- mark; Dundee Nursery was redeveloped into a TRIA Orthopedic center along Highway 55 and County Road 9.

Subject City:

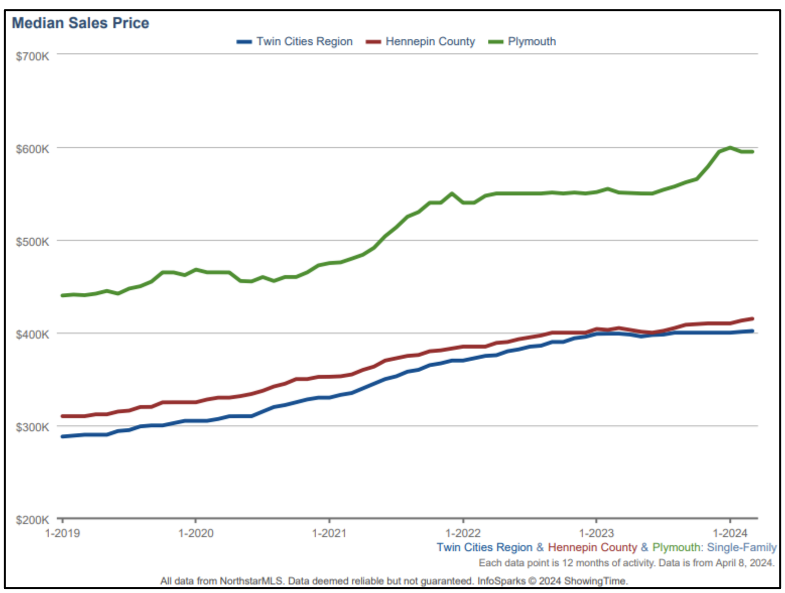
As of the 2020 census the population was 81,026, in 2010 it was 70,576. This represents an increase of about **14.8%** from 2010 to 2020. The 2022 population estimate for the city is 78,683, a decrease of **2.9%.**



The median income for the city is above county levels and state levels (per Census Bureau). Income has increased over the timeframe.

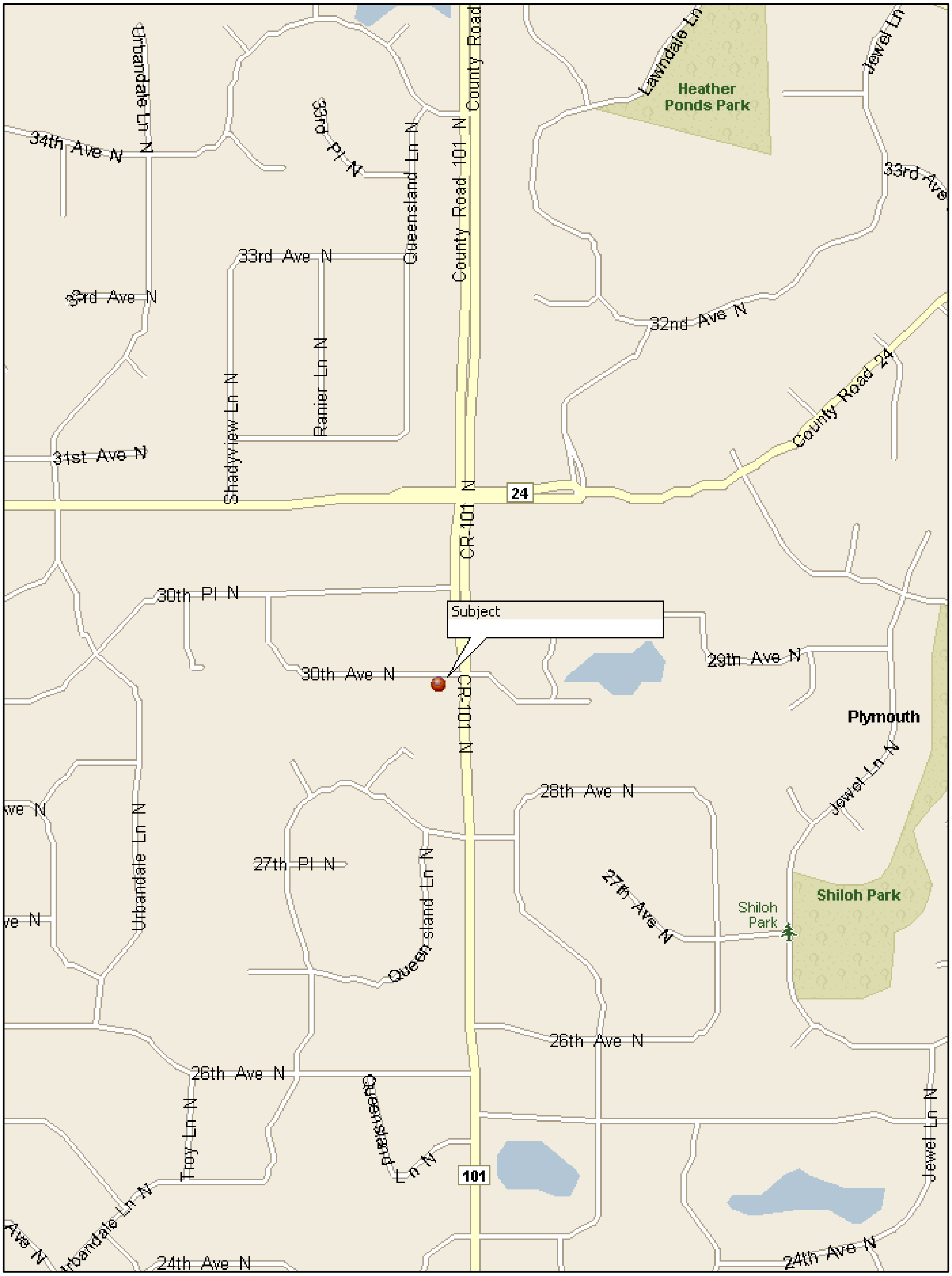
Median Home Prices: City of Plymouth

Source: NorthstarMLS Stats

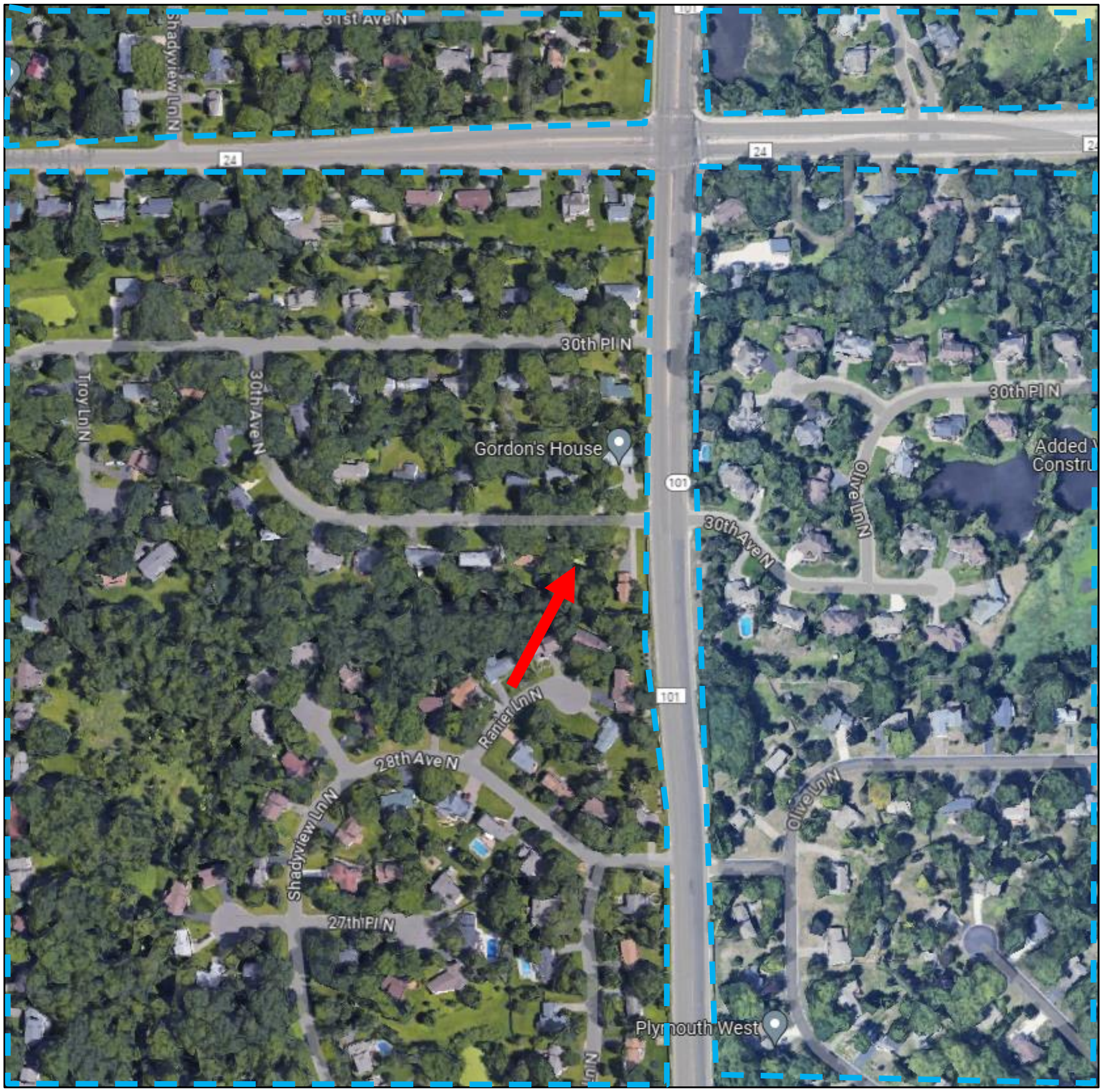


The median sale price for a single-family home in Plymouth has gradually increased over the years and is above both the Twin Cities and Hennepin County levels.

NEIGHBORHOOD MAP



SURROUNDING USES



Subject		Indicated by red arrow.
	Industrial	Industrial is not located within the immediate area.
	Commercial	Commercial is not located within the immediate area.
	Residential	The subject is completely surrounding by residential.
	Other	None noted.

SUBJECT MARKET CONDITIONS OVERVIEW

Market Conditions Overview is based on conversations with market participants, articles, publications, and data. Listed below are pertinent conditions of the subject market.

Current Market						
	Location	**Land Area**	**Zoning**	**List Date**	**Current List Price**	**$/SF**
	2715 Pilgrim Lane N, Plymouth	23,087	Residential	03/29/2024	$225,000	**$9.75**
Comments: Vacant residential land located in Plymouth. Listing is for a fully buildable lot. Listings of lots that are not buildable rarely come to market as buyers typically approach the seller directly.						

Residential Land Sales	$2 to $10+ per SF (depending on location, available utilities, etc.)
Market Supply	**Search Parameters:** *Source: CoStar Location:* Hennepin County *Property Type:* Residential Land **Search Results:** Currently, there are **15+/- offerings/available properties**
Market Absorption	**Search Parameters:** *Source: CoStar Location:* Hennepin County *Property Type:* Residential Land **Search Results:** **8 +/- sales** in the past year
Supply & Demand:	Considering the above market data/statistics, and based on market observations, the ***subject market is rated to be relatively stable.***
Marketing Time:	Market exposure times can vary based on seller motivations. Typically, 6-24 months.
Market participant comments/ observations:	Demand for residential land in Plymouth is rated to be good, especially in the Wayzata School District. New homes listed on the market attract strong offers and marketing periods are lower. Most lot sales like the subject are typically word of mouth.
Overall Market Condition:	**Uncertain:** Rising interest rates were put in place in order to combat rising inflation rates; this then cooled down the market. Some development even stalled as the rising interest rates caused the projects not to become feasible at this time. However, the Federal Reserve has talked about potentially lowering interest rates which could potentially see an increase in development and purchasing.

SITE DESCRIPTION

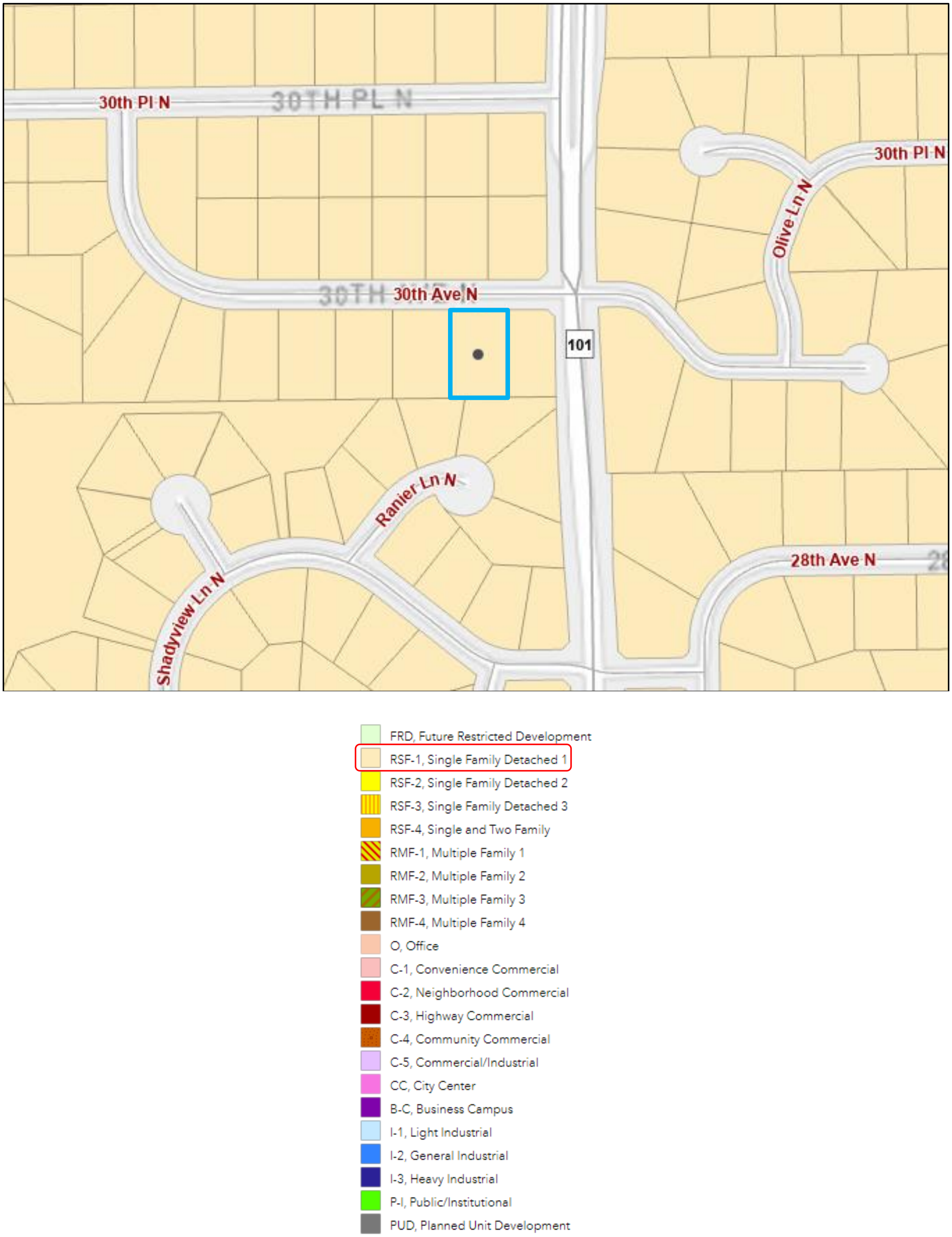
Dimensions:	Rectangular, see plat map
Gross Site Area:	**19,968 SF (0.46 acres)**, per county and similar to aerial GIS measure
Useable Site Area:	**13,870 SF (0.32 acres),** per DNR Wetlands Map and similar to aerial GIS measure
Topography / Shape / Low:	Sloping to pond area / Rectangular / Low – 6,098 SF +/- based on GIS measurement
Soil conditions / Drainage:	Assumed stable / Appears average
Utilities:	
Electricity/Gas	Available
Water/Sanitary Sewer	Available
Off-Site Improvements:	
Street/Curb/Gutter:	Bituminous / Surface
Sidewalk/Alley:	None / None
Visual Road Condition:	Fair to average condition, typical wear and tear
Street Lights/Storm Sewer:	Standard / Surface
Access to site (#) / Frontage:	30th Avenue North (no current access)
Visibility/Exposure:	Average
Flood hazard zone:	The subject does not appear to be located within a flood zone, see map
Bus Line:	Nearby, along the corner of County Road 101 and 30th Avenue North
Apparent Easements:	Typical utility and drainage apparent.
Encroachments/Conditions:	None apparent
Surplus/Excess Land:	None noted
Land to Building Ratio:	n/a
Use / Functional Adequacy:	Vacant residential land / Average
Surrounding Uses:	N – Residential; S – Residential; E – Residential; W – Residential
Distance to Major Road:	The subject is located just off of County Road 101, which connects directly to Highway 55 to the north and Highway 12 to the south.

Comments: The subject is located along 30th Avenue North, with average visibility for use. Immediate surrounding uses consist primarily of residential. No other apparent unusual conditions, adverse easements or encroachments are noted.

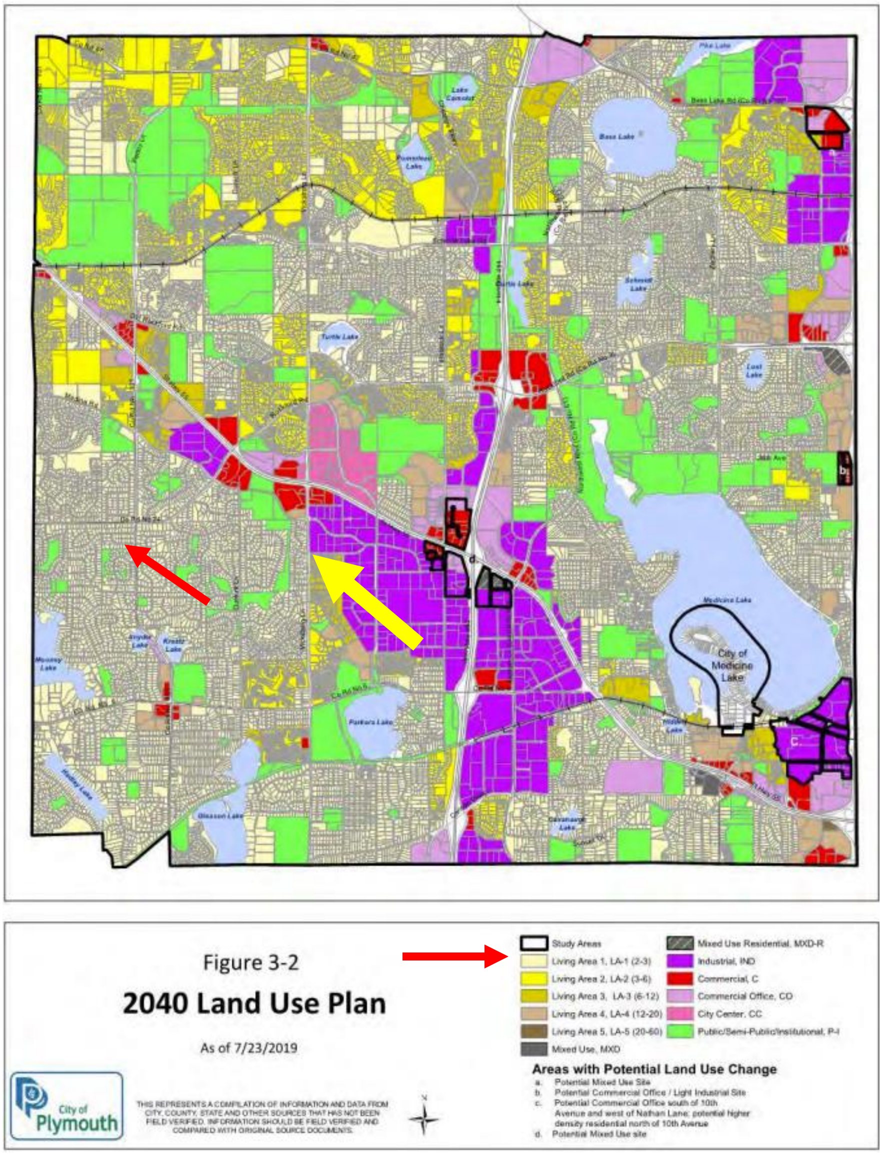
ZONING

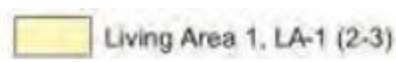
Subject Zoning:	**RSF-1, Single Family Detached Dwelling District 1**
Intent (city code):	The purpose of the Single Family Detached Dwelling District 1 (RSF-1) is to preserve and maintain existing larger lot single family neighborhoods while also allowing for directly related, complementary uses. A full range of public services and facilities shall be available to RSF-1 areas.
Permitted Uses:	Essential services not including structures, except those requiring administrative permits or conditional use permits pursuant to Section 21160 of this Chapter; Governmental and public utility (essential service) buildings and structures, including public works type facilities, excluding outdoor storage; Homeowner association owned and maintained amenity lots and their related improvements; Open space, public or private; Parks, trails, docks, playgrounds, and directly related buildings and structures; City of Plymouth only; Residential facilities licensed by the State, serving six or fewer persons in a single family detached dwelling; Single family detached dwellings; Small wireless facilities located in the public right-of-way.
Conditional Uses:	**Lengthy See Addenda.**
Major Building Restriction/ Requirements in this district:	**Lengthy See Addenda.**
Parking:	Varies based on uses.
Use:	The subject is vacant land and appears to be conforming.
Source:	*Zoning map, city code*

ZONING MAP


30th Pl N
30TH PL N
30th Pl N
Olive Ln N
30TH AVE N
30th Ave N
101
Ranier Ln N
Shadyview Ln N
28th Ave N
FRD, Future Restricted Development
RSF-1, Single Family Detached 1
RSF-2, Single Family Detached 2
RSF-3, Single Family Detached 3
RSF-4, Single and Two Family
RMF-1, Multiple Family 1
RMF-2, Multiple Family 2
RMF-3, Multiple Family 3
RMF-4, Multiple Family 4
O, Office
C-1, Convenience Commercial
C-2, Neighborhood Commercial
C-3, Highway Commercial
C-4, Community Commercial
C-5, Commercial/Industrial
CC, City Center
B-C, Business Campus
I-1, Light Industrial
I-2, General Industrial
I-3, Heavy Industrial
P-I, Public/Institutional
PUD, Planned Unit Development

FUTURE LAND USE MAP





RESIDENTIAL LAND USES

Residential use is predominant in Plymouth, comprising just over half of the city's total acreage. The land use plan provides for a broad range of housing opportunities in five different "Living Areas." Each specifies a range of acceptable densities.

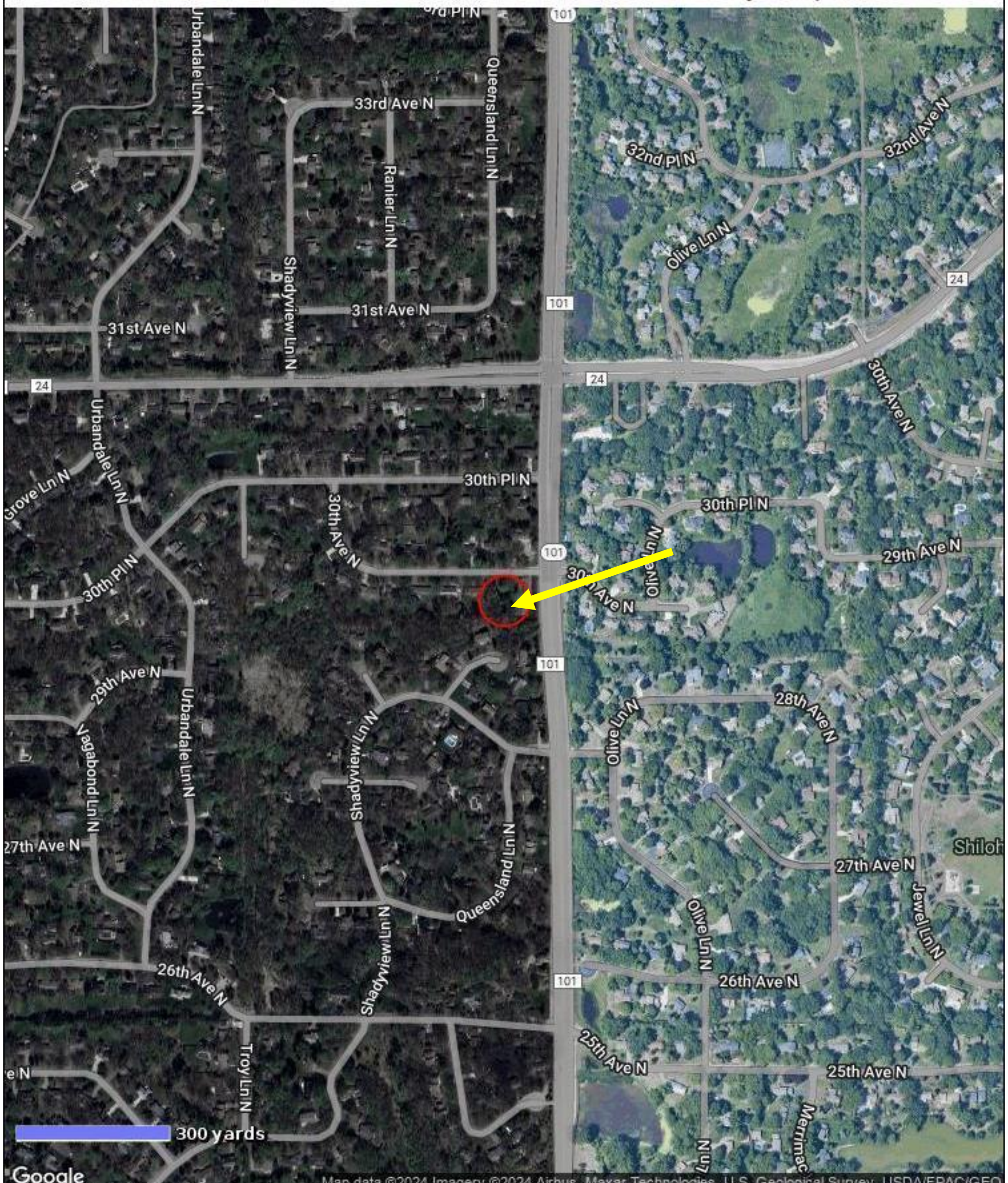
The City will continue to provide opportunities for a broad range of housing styles for people in all stages of the life cycle. While the plan recognizes that detached homes are the most dominant housing option in Plymouth, this plan strives to provide opportunities for a variety of housing styles developed in a range of densities.

The City has established minimum and maximum densities for each living area as illustrated in Figure 3-2. All new development will be required to meet the minimum density guidelines unless the developer can demonstrate that site characteristics make it infeasible to reach this goal. Density is based on the net acreage of the site (which excludes wetlands and areas below the 100-year ordinary high water level for lakes and streams, arterial right of ways, parks and buffers) divided by the number of dwelling units.

FLOOD MAP

InterFlood by a la mode

Prepared for: Nagell Appraisal & Consulting
17925 30th Ave N
Plymouth, MN 55447-1628



Powered by CoreLogic®

MAP DATA

FEMA Special Flood Hazard Area: **No**
Map Number: **27053C0169F**
Zone: **X**
Map Date: **November 04, 2016**
FIPS: **27053**

MAP LEGEND

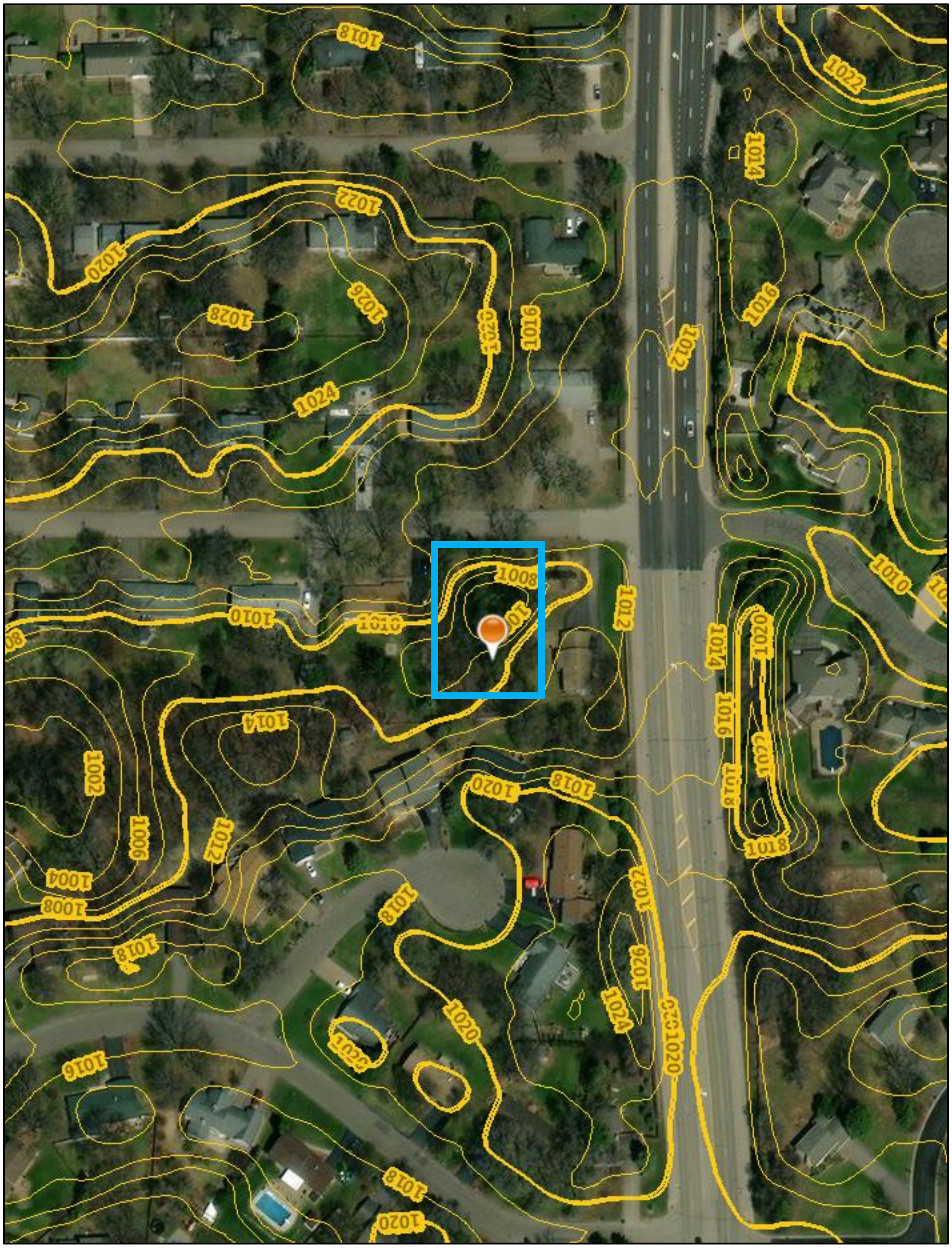
- Areas inundated by 500-year flooding
- Areas inundated by 100-year flooding
- Velocity Hazard
- Protected Areas
- Floodway
- Subject Area

The subject is not located within a flood zone.

AERIAL / PLAT MAP

The subject is indicated by the blue outline, per county.

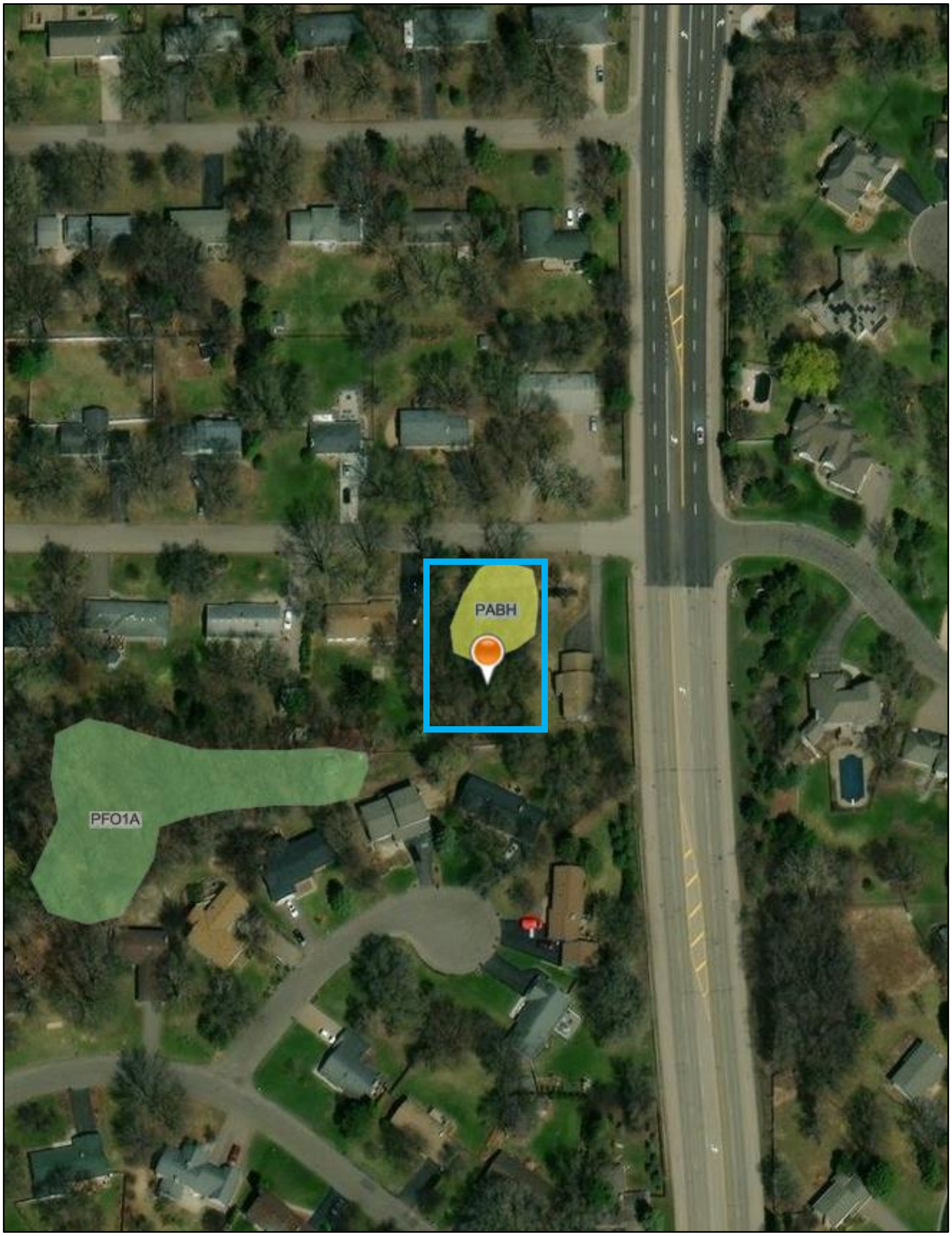
TOPOGRAPHY MAP



Outline approximate.

The central portion of the site has an elevation of approximately 1,006 and increases to 1,008 on the middle ring of the subject and then finally increases to approximately 1,010 – 1,012’.

DNR WETLANDS MAP



Outline approximate.
Yellow Highlighted area indicates the pond.

SUBJECT PHOTOGRAPHS

 Looking west on 30th Avenue North	 Looking east on 30th Avenue North
 Site view	 Site view

Subject Photographs – Continued

 Site view	 Site view
 Site view	 Site view

HIGHEST AND BEST USE

Highest and best use as defined in The Appraisal of Real Estate, Thirteenth Edition, by the Appraisal Institute, is: "The reasonably probable and legal use of vacant land or an improved property, that is physically possible, legally permissible, appropriately supported, financially feasible, and that results in the highest value." Highest and best use is analyzed in two ways, site as vacant and site as improved.

Typically, there are four criteria in highest and best use analysis	
Legally permissible uses	*What uses are allowed by zoning?*
Physically possible uses	*What uses are physically possible on the site?*
Financially feasible use	*Which possible and permissible uses will produce a positive return?*
Maximally productive use	*Of the financially feasible uses, which use produces the highest return warranted by the market (the ideal improvements)?*

Site as Vacant: Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements. *The Dictionary of Real Estate Appraisal, Fifth Edition, by the Appraisal Institute.*

Legally Permissible Uses: The current **RSF-1, Single Family Detached 1** zoning allows for a variety of residential uses. The site is guided LA-1, Living Area 1, which is similar to the existing zoning.

Physically Possible Uses: Development does not appear to be feasible as the site is comprised of mainly a pond/low area. The pond is primarily in the center of the site. The subject would most likely be side yard as there are portions of the site which could be appealing to an adjoining neighbor. The central portion of the site is a pond per the DNR Wetlands Map and slopes slightly upward to the north, east, west, and south. The portion of the site that is considered to be useable is surrounding the pond, see plat map. Public utilities are available to the site including electric, gas, sewer, and water.

Financially Feasible Uses: Typically, surrounding uses, market demand, and availability of financing drive financially feasible uses.

Surrounding Uses: Immediate surrounding uses consist primarily of detached and attached single-family residential.

Financing: Land that has less utility or is not buildable is commonly purchased with cash or on contract for deed seller financing. Land is commonly purchased on a cash basis or contract for deed. Buyers will sometime also use bank financing; however, they typically must be well qualified with 30% to 50% down. Current rates range from 7% - 8.5%.

Market Demand: The City of Plymouth generally has average to good demand for vacant residential sites. Many buyers would prefer buildable sites. Most non-buildable properties are purchased for adjoining owners to either increase their overall property size or to assemble a larger site that can be subdivided. Sites similar to the subject are typically purchased for side yard.

Financially Feasible Uses: The site cannot be developed on its own. An adjoining property would likely purchase the site for assemblage purposes. An investor would likely not purchase the subject property as a standalone site as the property is not buildable.

Maximally Productive Use:

A typical market participant might consider the following options:

1) **Develop the subject site:** This option does not appear to be physically possible due to the large pond in the center portion of the site. Therefore, this option does not appear to be feasible.

2) **Assemble with a neighboring parcel:** A typical market participant would likely sell off the subject to a neighboring parcel as extra side yard. This option appears feasible. Potential buyers would be the adjoining residential neighbors to the east and west.

3) **Current use:** The property is currently privately owned and used as vacant land. A continued vacant land use is possible for the site.

Given the above, option 2 appears to be the most probable and would likely have the highest price. As such, the highest and best use of the subject would be to assemble with a neighboring parcel as market demand warrants and zoning allows.

Site as Improved: The use that should be made of a property as it exists. An existing improvement should be renovated or retained as so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one. *The Dictionary of Real Estate Appraisal, Fifth Edition, by the Appraisal Institute.*

This analysis is not applicable as the subject is vacant land.

Most Likely Buyer: Neighboring parcels to the west and east for extra side yard.

COST APPROACH

The subject is vacant land, the Cost Approach is not considered an applicable indicator of value and therefore was not applied.

INCOME APPROACH

Vacant residential land is typically not rented in the market. Given the lack of applicable data, the Income Approach was considered less reliable and was therefore not applied.

SALES COMPARISON APPROACH

The Sales Comparison Approach to Value is predicated upon sales of properties with similar characteristics as the subject. The primary premise of this approach is that the market value of the subject is directly related to the prices of competing properties after adjustment. Adjustments are made in an effort to account for significant differences.

Supply and Demand: Sales in the market result from negotiations between buyers, sellers and lenders. Buyers reflect market demand and sellers supply. If demand is high, prices tend to increase, if it is low, prices usually decrease.

Substitution: The principle of substitution holds that the value of a property tends to be set by the price paid to acquire a substitute property of similar utility and desirability within a reasonable amount of time (The Appraisal of Real Estate, 14th Edition). The Sales Comparison Approach is less reliable if substitute properties are not available in the market. There are adequate sales to apply the sales comparison approach and formulate a reliable indication of market value.

Balance: The market tends to force a balance between supply and demand. Balance can change due to shifts in population, variations in purchasing power, consumer tastes and preference and time.

Externalities: When possible, select comparables with similar location, economic conditions and support facilities.

The Following Outline Is Used In The Sales Comparison Approach:

- A location map of the comparable sales.

- Comparable sales are listed.

- An adjustment grid using the comparable sales.

- A discussion of adjustment and conclusion of value.

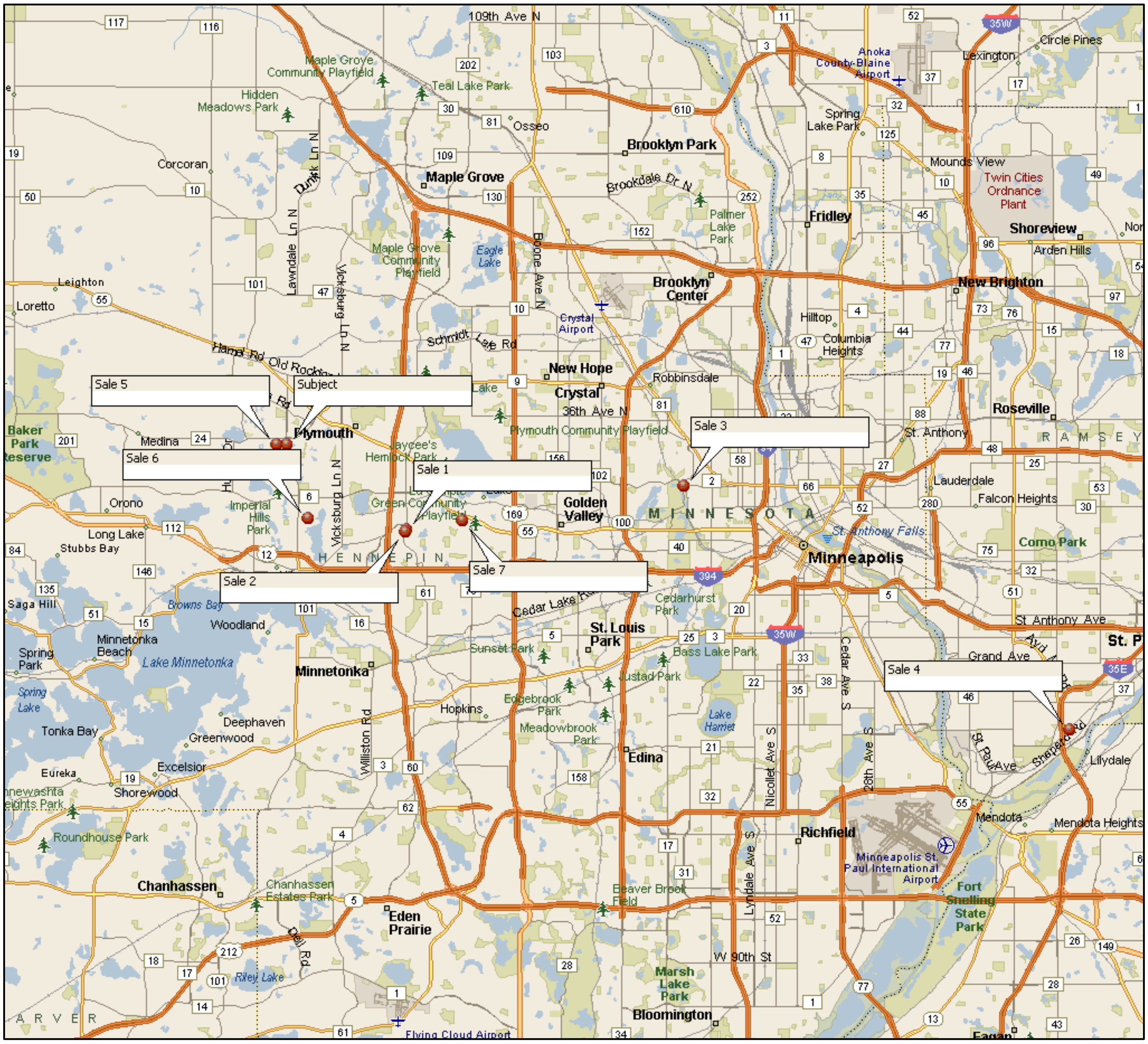
Valuation Methodology:

Vacant residential land.

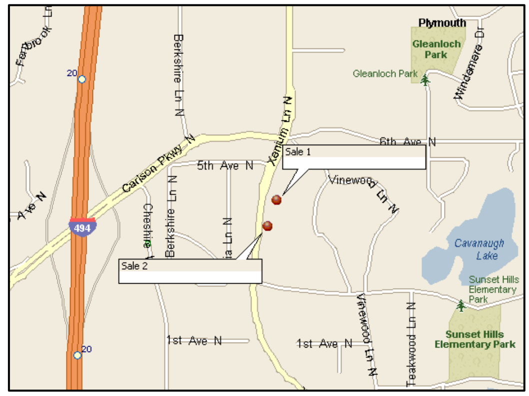
Comparable Location Map

Primary Comparable Selection/Search Criteria:

- Vacant residential land sales, emphasis on irregular site shapes or assembled land
- Sale date of January 1, 2020+, older sales may be considered due to proximity
- Data from competing communities
- In some instances, older data and/or data from competing communities will be utilized due to proximity to the subject and other characteristics similar to the subject.
- Limited data of non buildable sites, necessitated expanding the search area.



Land Sale Comparable #1

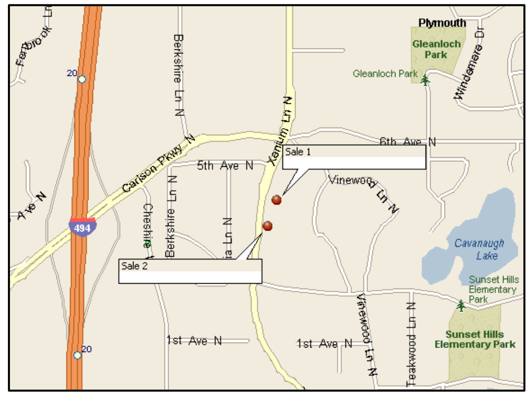


Property Data			
Address:	**XXX Wedgewood Lane North, Plymouth**		
PID/Legal Description:	34-118-22-31-0037		
Description:	Land parcel	**Zoning/Intended Use:**	Residential
Physical Characteristics:	Low Area	**Utilities:**	Available
Site Size:	61,420 SF	**Improvements:**	None
Comments:	Vacant residential land located in Plymouth. Sale is a non-buildable lot with no access and appears to be fully low area. The neighboring property to the southeast purchased the site for additional side yard.		

Sale Data			
Sale Price:	$40,000	**Price / Useable SF:**	**$0.65 per SF**
Sale/Close Date:	December 6, 2021	**Sale Terms:**	Cash
Buyer:	Brent Tieri	**Sale Conditions:**	Typical
Seller:	Carlson Real Estate Company	**Source/Verification:**	MLS / CREV
Comments:	Property was publicly listed.		

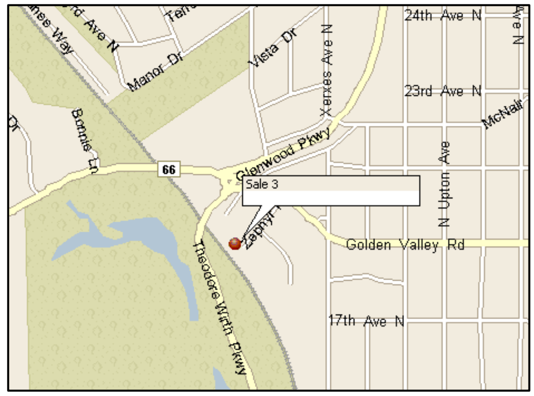
Sales Comparison Approach -- continued

Land Sale Comparable #2



Property Data			
Address:	**XXX Wedgewood Lane North, Plymouth**		
PID/Legal Description:	34-118-22-31-0037		
Description:	Land parcel	**Zoning/Intended Use:**	Residential
Physical Characteristics:	Low Area / Level Area	**Utilities:**	Available
Site Size:	105,239 SF	**Improvements:**	None
Comments:	Vacant residential lot located in Plymouth. Sale is advertised as buildable; however, no apparent driveway access and large wetland area. The property was purchased by the adjoining owner.		

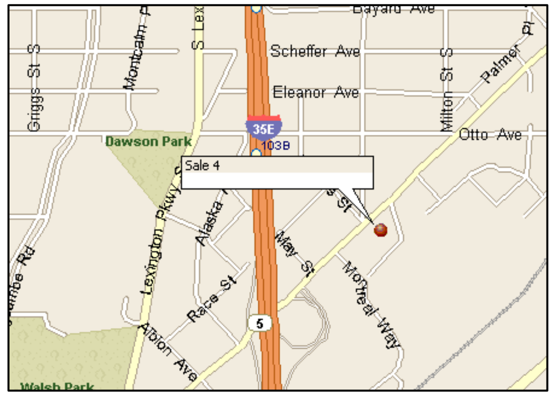
Sale Data			
Sale Price:	$299,000	**Price / Useable SF:**	**$2.84 per SF**
Sale/Close Date:	December 6, 2021	**Sale Terms:**	New Mortgage
Buyer:	Ryan Jeffrey Haase / Esther Jean Haase	**Sale Conditions:**	Typical
Seller:	Carlson Real Estate Company	**Source/Verification:**	MLS / CREV
Comments:	Property was publicly listed.		

Land Sale Comparable #3	
	

Property Data			
Address:	**1801 Zephyr Place, Golden Valley**		
PID/Legal Description:	25.224006		
Description:	Land parcel	**Zoning/Intended Use:**	Residential
Physical Characteristics:	Steep	**Utilities:**	Available
Site Size:	6,970 SF	**Improvements:**	None
Comments:	Vacant residential lot located in Golden Valley. The site is advertised as having questions about its potential to being developed and that it is all downhill and having a steep slope. Any potential development would have to be a hillside construction as the site is very steep.		

Sale Data			
Sale Price:	$37,000	**Price / Useable SF:**	**$5.31 per SF**
Sale/Close Date:	October 14, 2023	**Sale Terms:**	Cash
Buyer:	2451 Galpin, LLC	**Sale Conditions:**	Typical
Seller:	KJ Minnesota Properties, LLC	**Source/Verification:**	RediCiomps / CREV
Comments:	Property was publicly listed.		

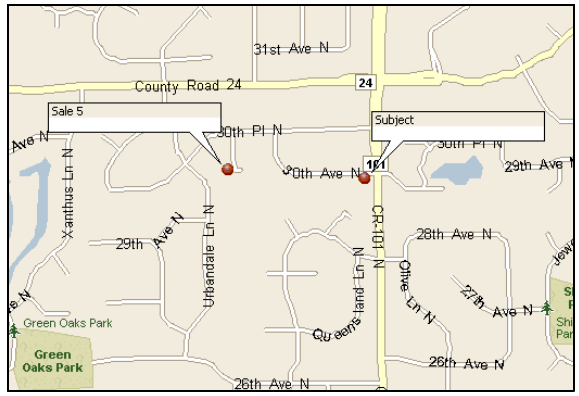
Land Sale Comparable #4



Property Data			
Address:	**XXX 7th Street West, St. Paul**		
PID/Legal Description:	142823210050		
Description:	Land parcel	**Zoning/Intended Use:**	Residential
Physical Characteristics:	Irregular	**Utilities:**	Available
Site Size:	3,049 SF	**Improvements:**	None
Comments:	Vacant lot located in St. Paul. The sale is zoned for residential; however, it is surrounded mainly by commercial. The site was purchased by the adjoining owner in order to increase side yard.		

Sale Data			
Sale Price:	$8,000	**Price / Useable SF:**	**$2.62 per SF**
Sale/Close Date:	December 5, 2023	**Sale Terms:**	Cash
Buyer:	West Seventh LLC	**Sale Conditions:**	Typical
Seller:	The Housing and Redevelopment Authority of the City of Saint Paul, Minnesota	**Source/Verification:**	RediCiomps / CREV
Comments:	Buyer owns adjacent property; appears to be within market range. CREV indicated that there was no significant difference in price paid.		

Land Sale Comparable #5



Property Data			
Address:	**2920 Troy Lane North, Plymouth**		
PID/Legal Description:	19-118-22-31-0071		
Description:	Land parcel	**Zoning/Intended Use:**	Residential
Physical Characteristics:	Irregular	**Utilities:**	Available
Site Size:	18,295 SF	**Improvements:**	None
Comments:	Vacant residential lot located in Plymouth. Sale is located within the same neighborhood as the subject; however, the sale is buildable. Sale utilized to show a buildable lot and to help determine side yard valuation.		

Sale Data			
Sale Price:	$229,000	**Price / Useable SF:**	**$12.52 per SF**
Sale/Close Date:	February 14, 2024	**Sale Terms:**	Cash
Buyer:	Ted Botten / Jolene Botten	**Sale Conditions:**	Typical
Seller:	Alicia Thielen-Boukari / Faisale Boukari	**Source/Verification:**	MLS / CREV
Comments:	Property was publicly listed.		

Land Sale Comparable #6	
	

Property Data			
Address:	**17135 9th Avenue North, Plymouth**		
PID/Legal Description:	3211822230018		
Description:	Land parcel	**Zoning/Intended Use:**	Residential
Physical Characteristics:	Average	**Utilities:**	Available
Site Size:	25,700 SF	**Improvements:**	None
Comments:	Vacant residential lot located in Plymouth. Sale located near the subject and is buildable. Sale utilized to show a buildable lot and to help determine side yard valuation. House on site which was advertised as a tear-down; buyers tore down pre-existing house and constructed a new one.		

Sale Data			
Sale Price:	$275,000	**Price / Useable SF:**	**$10.70 per SF**
Sale/Close Date:	February 8, 2022	**Sale Terms:**	Cash
Buyer:	Debra Basco	**Sale Conditions:**	Typical
Seller:	Tricia Jo Leanger / Stephen Leanger	**Source/Verification:**	MLS / CREV
Comments:	Property was publicly listed.		

Land Sale Comparable #7	
	

Property Data			
Address:	**715 Cottonwood Lane North, Plymouth**		
PID/Legal Description:	35-118-22-14-0034		
Description:	Land parcel	**Zoning/Intended Use:**	Residential
Physical Characteristics:	Average	**Utilities:**	Available
Site Size:	15,290 SF	**Improvements:**	None
Comments:	Vacant residential lot located in Plymouth. Sale located near the subject and is buildable. Sale utilized to show a buildable lot and to help determine side yard valuation.		

Sale Data			
Sale Price:	$194,900	**Price / Useable SF:**	**$12.75 per SF**
Sale/Close Date:	January 27, 2020	**Sale Terms:**	Cash
Buyer:	John Licciardi III / Jessica Licciardi	**Sale Conditions:**	Typical
Seller:	Jesiah Navara	**Source/Verification:**	MLS / CREV
Comments:	Property was publicly listed.		

Sales Comparison Approach – Continued

Listed below is the adjustment grid for the comparables listed on the previous pages. Comparable items of significant difference are adjusted for:

Description	Subject	1	2	3	4	5	6	7
Address	17925 30th Avenue North Plymouth	XXX Wedgewood Lane North Plymouth	XXX Wedgewood Lane North Plymouth	1801 Zephyr Place Golden Valley	XXX 7th Street West St. Paul	2920 Troy Lane North Plymouth	17135 9th Avenue North Plymouth	715 Cottonwood Lane North Plymouth
Proximity	--	3.45 mi SE	3.44 mi SE	8.97 mi E	19.1 mi SE	0.25 mi W	1.75 mi S	4.34 mi SE
Financing	Market	Cash	New Mortgage	Cash	Cash	Cash	Cash	Cash
Conditions	Typical	Typical	Typical	Typical	Typical	Typical	Typical	Typical
Market Conditions	--	Dec-21	Dec-21	Oct-23	Dec-23	Feb-24	Feb-22	Jan-20
Location	Average	Average	Average	Average	Average	Average	Average	Average
Zoning/Use	Residential	Residential	Residential	Residential	Residential	Residential	Residential	Residential
Phys Char	Low Area	Low Area	Low Area / Level Area	Steep	Irregular	Irregular	Average	Average
Improvements	n/a	None	None	None	None	None	Tear Down Home	None
Size	--	--	--	--	--	--	--	--
Age	--	--	--	--	--	--	--	--
Condition	--	--	--	--	--	--	--	--
Utilities	Available	Available	Available	Available	Available	Available	Available	Available
Sale Price	Current	$40,000	$299,000	$37,000	$8,000	$229,000	$275,000	$194,900
Site Size (Useable SF)	13,870	61,420	105,239	6,970	3,049	18,295	25,700	15,290
Price per Usable SF - Site Size		**$0.65**	**$2.84**	**$5.31**	**$2.62**	**$12.52**	**$10.70**	**$12.75**
Cond. Adj.	**+/-**							
Financing	Market							
Conditions	Typical							
Market Conditions	--	5%	5%	1%	1%		4%	8%
Net Cond. Adj.		**5%**	**5%**	**1%**	**1%**	**0%**	**4%**	**8%**
Effective $/Usable SF - Site Size		**$0.68**	**$2.98**	**$5.36**	**$2.65**	**$12.52**	**$11.13**	**$13.77**
Adjustments								
Location	Average							
Zoning/Use	Residential					-50%	-50%	-50%
Phys Char	Low Area		-15%					
Improvements	n/a						5%	
Utilities	Available							
Site Size (Useable SF)	13,870	10%	10%	-10%	-15%			
Net Adjustment		**10%**	**-5%**	**-10%**	**-15%**	**-50%**	**-45%**	**-50%**
Adjusted Price per Usable SF - Site Size		**$0.75**	**$2.83**	**$4.83**	**$2.25**	**$6.26**	**$6.12**	**$6.88**

Note: Green highlighted comparables are fully buildable sites.

Discussion of Adjustments for

Property Rights: Refers to the ownership interest conveyed at the time of sale. Properties with leases or other encumbrances in place can sell for more or less than comparable properties that sell fee simple interest. The sale prices of the comparable properties were not impacted by existing lease terms (if any).

Financing: The impact financing may have had on the sale price, favorable interest rate or term. All sales were cash or estimated to be near or at market rates.

Conditions of sale: Reflects non-market conditions, which may or may not have impacted the sale price, such as differing motivations of buyer or seller (related parties, distressed or liquidation sale, listings, pending, occupancy, assemblage, etc.), impending eminent domain proceedings, influence due to tax ramifications, or lack of market exposure.

Market Conditions: The market has shown signs of growth over the time period of the comparables; therefore, a rate of 2% per years is applied.

Location: This adjustment is based on the appraiser’s judgment. It takes into consideration surrounding land uses, intended use, neighborhood characteristics, traffic, exposure, and access. Comparables considered to be competing.

Zoning/Use: Comparables 5, 6, and 7 adjusted for being fully buildable sites. The downward adjustment reflects removal of building rights and to approximate side yard appeal.

Physical Characteristics: Shape and topography adjustments reflect the market preference for rectangular and level parcels, which optimize development potential. Comparable 2 adjusted for having more level land.

Improvements: Comparable 6 adjusted for being improved with a tear down home.

Utilities: Comparables are considered to be competing, no adjustment warranted.

Site Size: Adjustments recognize larger parcels of land typically sell for less per SF than smaller sites. Comparables adjusted accordingly.

Conclusion: The comparables used are rated to be the most indicative of data analyzed and bracket the subject value. Other sales reviewed were older, further and/or needed more adjustment. Adjustments are made on a per useable SF basis. The comparables utilized in this analysis each have several similar characteristics in common with the subject. While none are totally identical to the subject, each represents a viable alternative to a prospective buyer of the subject property and, after adjustment, can be utilized as an indicator of market value for the subject property.

Indicator	Un-Adjusted Price per SF	Adjusted Price per SF
Range	$0.65 - $12.75	$0.75 - $6.88
Average	$6.77	$4.28
Median	$5.31	$4.83

Sale 3, 4, 5 and 7 are given more weight due to similar site sizes. The average adjusted price per SF is $5.06. Sale 2 has low area on the property, the adjusted price per SF is $2.83. Given the above, the location, irregular shape, physical site characteristics, a rate near the lower mid-range is considered to be appropriate.

Site Size (Useable SF)	Value per SF	Total
13,870	$4.00	$55,480

Opinion of Value – Side Yard	**$55,000 (rnd.)**

RECONCILIATION

Indicated Value by Cost Approach	Not Applied
Indicated Value by Sales Comparison Approach	**$55,000**
Indicated Value by Income Approach	Not Applied

The **Cost Approach** to value was not applied as the subject is being appraised as vacant land.

The Direct **Sales Comparison Approach** to value analyzed recent sales of properties as compared with the characteristics of the subject property. Adjustments were made to the comparables to make them as similar to the subject as possible. This results in an indication of market value at which a typical buyer would be willing to pay for the subject property. Quantity and quality of data for the subject was rated to be fair to average.

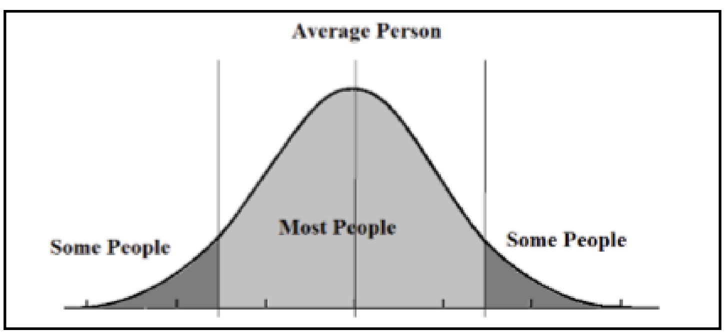
The **Income Approach** was not utilized due to limited/ rents of properties similar to the subject.

Conclusion: The Sales Comparison Approach is considered only reliable approach.

Final Value Opinion	
FINAL VALUE OPINION – Fee Simple Interest – Side Yard	**$55,000**

NOTE: *Changes in the economy, market, building, use, lease, and/or management, foreclosure, etc., subsequent to the effective appraisal date could impact market value. Typically, unstable and/or distressed properties with unusual conditions and/or motivated sellers tend to sell below market value. Based on market observations and discussions with various market experts, bank owned discounts can range from 10%-50%+.*

The appraised value opinion is considered to be indicative of the most probable price within the subject market (see Market Value Definition in rear of report). The actions of buyers and sellers operating in said market generally reflects a bell curve, with most participants and prices in the middle of the curve. However, there are right and left tail market participants that may have a different perception of value than most buyers/sellers resulting in a willingness to pay more or less than the appraised value opinion. Seller may be fortunate and find a buyer who needs this property and is willing to pay more, conversely there could only be buyers that are towards the left, that are willing to pay less.



EXPOSURE TIME / MARKETING TIME

Reasonable Exposure Time: *Typically 12 months before the effective date of the appraisal.*	**Marketing Time Opinion:** 12 *months or less after the effective date of the appraisal.*

DEFINITIONS

MARKET VALUE - The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

(A) buyer and seller are typically motivated;

(B) both parties are well informed or well advised, and acting in what they consider their own best interests;

(C) a reasonable time is allowed for exposure in the open market;

(D) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

(E) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute

ENVIRONMENTAL & STRUCTURAL ISSUES

Regarding any adverse environmental and/or improvement structural conditions (such as, but not limited to, hazardous wastes, toxic substances, mold, construction defects or inadequacies, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: **None are apparent**, however, appraiser is not an expert in this field. Value assumes no hazardous or structural conditions exist. Value assumes any abandoned wells will be properly sealed. If any of these conditions exist the appraised value could differ significantly.

EXTRAORDINARY ASSUMPTIONS & HYPOTHETICAL CONDITIONS

As stated by USPAP;

Extraordinary Assumption: An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions of conclusions.

None

Hypothetical Condition: That which is contrary to what exists but is supposed for the purpose of analysis.

None

ASSUMPTIONS AND LIMITING CONDITIONS

1. The appraisers assume no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor do the appraisers render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership and good management.

2. The furnished legal description is assumed to be correct.

3. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The appraisers have made no survey of the property. It is assumed unless otherwise noted that no survey has been viewed and that all improvements are located within the legally described property.

4. The appraisers are not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made therefore.

5. The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

6. The appraisers assume that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraisers assume no responsibility for such conditions, or for engineering, which might be required to discover such factors.

7. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, radon gas, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

8. Information, estimates, and opinions furnished to the appraisers, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, the appraisers can assume no responsibility for accuracy of such items furnished the appraisers.

9. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the appraisers are affiliated. No part of the contents of this report, or copy thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the appraiser is connected), shall be disseminated to the public through advertising, public relations, news, sales, or any other public means of communications without the prior written consent and approval of the appraisers.

Assumptions & Limiting Conditions – continued

10. The appraisers have no present or contemplated future interest in the property appraised; and neither the employment to make the appraisal, nor the compensation for it, is contingent upon the appraised value of the property. The appraisers have no personal interest or bias with respect to the parties involved.

11. The appraiser has personally inspected the subject site (unless noted otherwise). The comparable sales data has been viewed via aerial maps, photographs and/or online street views along with file pictures, when available. To the best of the appraiser's knowledge and belief, all statements and information in this report are true and correct, and the appraisers have not knowingly withheld any significant information.

12. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is our personal, unbiased professional analyses, opinions, and conclusions. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice. The appraisal is for the sole use of the named client.

13. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

14. This appraisal assignment was not based on a requested minimum valuation or specific valuation or approval of a loan.

15. To the best of our knowledge and belief, the reported analysis, opinions, and conclusions were developed, and this report was prepared in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

16. The appraised value opinion assumes all leases (if any) are current and paid in full as of the effective date of the appraisal.

17. Excel grids and tables may have slight deviations due to rounding, which may have a nominal impact on value.

18. The appraised value opinion assumes all formulas used in the Excel grids throughout the report are accurate.

19. Unless noted, value assumes no apparent adverse site, building or zoning issues or conditions.

20. Site and building sizes are based on public record, data services, client and/or appraiser measurement at the time of appraisal and are considered reliable, but not guaranteed. Actual sizes herein could vary if made by an engineer/surveyor/contractor.

21. Because market and property conditions may change rapidly, the appraised value set forth in this appraisal should not be relied on after thirty days from the date of the report.

22. If any of the above is found to be different, value could change.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1) The statements of fact contained in this report are true and correct.
2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analysis, opinions, and conclusions.
3) I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5) My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6) My compensation for completing this assignment is not contingent upon the development or reporting of predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7) My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8) The reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, which includes the Uniform Standards of Appraisal Practice.
9) **Evan Waytas** made a personal inspection of the property that is the subject of this report. **Ethan Waytas and William R. Waytas** have not inspected the subject property.
10) No one provided significant professional assistance to the person signing this report.
11) In accordance with the competency provision USPAP, I have verified that my knowledge, experience, and education are sufficient to allow me to competently complete this appraisal. See attached qualifications.
12) As of the date of this report, William R. Waytas and Ethan Waytas have completed the requirements of the continuing education program of the Appraisal Institute.
13) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representative.
14) We **have not** provided services as an appraiser regarding the subject property within the 3-year period immediately preceding acceptance to this assignment.

Ethan Waytas, MAI	William R. Waytas	Evan Waytas, Senior Trainee
Certified General MN 40368613	Certified General MN 4000813	Trainee Appraiser MN 40689219
Date: see report	Date: see report	Date: see report

QUALIFICATIONS

Appraisal Experience

Presently and since 2006, **Ethan Waytas, MAI** has been employed as an employee of Nagell Appraisal Incorporated, an independent appraisal firm (10 employees) who annually prepare 1,500 +/- appraisal reports of all types. He is currently a full time licensed certified general real estate appraiser, partner, and director of the company's IT department.

Properties appraised:

- ***Commercial*** *- low and high-density multi-family, retail, office, industrial, restaurant, church, strip-mall, fast-food, convenience stores, auto-service and repair, cinema, numerous special use properties, golf courses, and subdivision analysis.*
- ***Residential*** *– single-family residences, hobby farms, lakeshore, condominiums, townhouses, REO and land.*
- ***Eminent Domain*** *– extensive partial and total acquisition appraisal services provided to numerous governmental agencies and private owners.*
- ***Special Assessment*** *– numerous street improvement and utilities projects for both governmental and private owners.*
- ***Clients*** *- served include banks, savings and loan associations, trust companies, corporations, governmental bodies, relocation companies, attorneys, REO companies, accountants and private individuals.*
- ***Area of Service -*** *most appraisal experience is in the greater Twin Cities Metro Area (typically an hour from downtown metro). Numerous assignments throughout Minnesota.*

Testimony

-- Court, commission, mediation testimony, etc. has been given

Professional Membership, Associations & Affiliations

License: Certified General Real Property Appraiser, MN License #40368613
Holds the MAI designation from the Appraisal Institute

Education

-- Graduate of the University of Minnesota: College of Science and Engineering, Twin Cities Campus
Bachelor of Science in Computer Science, with distinction, 3.86 GPA.

-- **General & Professional Practice Courses & Seminars**
-- Basic Appraisal Procedures
-- Basic Appraisal Principles
-- 2012-2013 15-Hour National Uniform Standards of Professional Appraisal Practice
-- General Appraiser Sales Comparison Approach
-- General Appraiser Income Approach – Part 1
-- General Appraiser Income Approach – Part 2
-- Advanced Income Capitalization
-- General Appraiser Report Writing and Case Studies
-- Real Estate Finance, Statistics and Valuation Modeling
-- 2014-2015 7-hour National USPAP Update Course
-- General Appraiser Site Valuation & Cost Approach
-- Advanced Market Analysis and Highest & Best Use
-- Advanced Concepts & Case Studies
-- Quantitative Analysis

Appraisal Experience

Presently and since 1985, **William R. Waytas** has been employed as a full-time real estate appraiser. Currently a partner and President of Nagell Appraisal Incorporated, an independent appraisal firm (10 employees) who annually prepare 1,500 +/- appraisal reports of all types. Mr. Waytas was employed with Iver C. Johnson & Company, Ltd., Phoenix, AZ from 1985 to 1987.

Properties appraised:

- ***Commercial*** *- low and high-density multi-family, retail, office, industrial, restaurant, church, strip-mall, fast-food, convenience stores, auto-service and repair, hotel, hotel water park, bed & breakfast, cinema, marina, numerous special use properties, and subdivision analysis.*
- ***Residential*** *– single-family residences, hobby farms, lakeshore, condominiums, townhouses, REO and land.*
- ***Eminent Domain*** *– extensive partial and total acquisition appraisal services provided to numerous governmental agencies and private owners.*
- ***Special Assessment*** *– numerous street improvement and utilities projects for both governmental and private owners.*
- ***Review*** *– residential, commercial and land development.*
- ***Clients*** *- served include banks, savings and loan associations, trust companies, corporations, governmental bodies, relocation companies, attorneys, REO companies, accountants and private individuals.*
- ***Area of Service -*** *most appraisal experience is in the greater Twin Cities Metro Area (typically an hour from downtown metro). Numerous assignments throughout Minnesota.*

Professional Membership, Associations & Affiliations

License: Certified General Real Property Appraiser, MN License #4000813.
Appraisal Institute: SRA, Senior Residential Appraiser Designation,
General Associate Member
Employee Relocation Council: CRP Certified Relocation Professional Designation.
International Right-Of-Way Association: Member
HUD/FHA: On Lender Selection Roster and Review Appraiser
DNR: Approved appraiser for Department of Natural Resources

Testimony

-- Court, deposition, commission, arbitration & administrative testimony given.

Mediator

-- Court appointed in Wright County.

Committees

-- President of Metro/Minnesota Chapter, 2002, Appraisal Institute.
-- Chairman of Residential Admissions, Metro/MN Chapter, AI.
-- Chairman Residential Candidate Guidance, Metro/Minnesota Chapter, AI.
-- Elm Creek Watershed Commission, Medina representative 3 years.
-- Medina Park Commission, 3 years.

Education

- -- Graduate of Bemidji State University, Minnesota. B.S. degree in Bus. Ad.
- -- During college, summer employment in building trades (residential and commercial).
- -- Graduate of Cecil Lawter Real Estate School. Past Arizona Real Estate License.

-- **General & Professional Practice Courses & Seminars**

- -- Course 101-Introduction to Appraising Real Property.
- -- Numerous Standards of Professional Practice Seminar.
- -- Fair Lending Seminar.
- -- Eminent Domain & Condemnation Appraising.
- -- Eminent Domain (An In-Depth Analysis)
- -- Property Tax Appeal
- -- Eminent Domain
- -- Business Practices and Ethics
- -- Scope of Work
- -- Construction Disturbances and Temporary Loss of Going Concern
- -- Uniform Standards for Federal Land Acquisitions (Yellow Book Seminar)
- -- Partial Interest Valuation Divided (conservation easements, historic preservation easements, life estates, subsurface rights, access easements, air rights, water rights, transferable development rights)

Commercial/Industrial/Subdivision Courses & Seminars

- -- Capitalization Theory & Techniques
- -- Highest & Best Use Seminar
- -- General & Residential State Certification Review Seminar
- -- Subdivision Analysis Seminar.
- -- Narrative Report Writing Seminar (general)
- -- Advanced Income Capitalization Seminar
- -- Advanced Industrial Valuation
- -- Appraisal of Local Retail Properties
- -- Appraising Convenience Stores
- -- Analyzing Distressed Real Estate
- -- Evaluating Commercial Construction
- -- Fundamentals of Separating Real Property, Personal Property and Intangible Business Assets

Residential Courses & Seminars

- -- Course 102-Applied Residential Appraising
- -- Narrative Report Writing Seminar (residential)
- -- HUD Training session local office for FHA appraisals
- -- Familiar with HUD Handbook 4150.1 REV-1 & other material from local FHA office.
- -- Appraiser/Underwriter FHA Training
- -- Residential Property Construction and Inspection
- -- Numerous other continuing education seminars for state licensing & AI

Speaking Engagements

- -- Bankers
- -- Auditors
- -- Assessors
- -- Relocation (Panel Discussion)

Publications

- -- Real Estate Appraisal Practice (book): Acknowledgement
- -- Articles for Finance & Commerce and Minnesota Real Estate Journal

Appraisal Experience

Presently and since 2019, **Evan Waytas** has been employed as an employee of Nagell Appraisal Incorporated, an independent appraisal firm (10 employees) who annually prepares 1,500 +/- appraisal reports of all types. He is currently a full-time licensed trainee real estate appraiser, as well as data support for Nagell.

Properties appraised:

- ***Commercial*** *- low and high-density multi-family, retail, office, office condos, storage units, mixed-use, industrial, restaurant, strip-centers, convenience stores, auto- service and repair, greenhouse/landscaping properties, mini-storage complexes, redevelopment land, food production and distribution, churches, bed & breakfasts, and numerous special use properties.*

- ***Residential*** *– single-family residences, hobby farms, lakeshore, condominiums, townhouses, and land.*

- ***Clients*** *– served and assisted include banks, savings and loan associations, trust companies, corporations, governmental bodies, attorneys, and private individuals.*

- ***Area of Service -*** *most appraisal experience is in the greater Twin Cities Metro Area (typically an hour from downtown metro). Numerous assignments throughout Minnesota and Wisconsin.*

Professional Membership, Associations & Affiliations

License: Trainee Real Property Appraiser, MN License #40689219

Education

-- University of Minnesota Duluth
B.S. in Business Adm. with a concentration in Organizational Management

-- **General & Professional Practice Courses & Seminars**

-- Basic Appraisal Procedures
-- Basic Appraisal Principles
-- 2020-2021 15-Hour National Uniform Standards of Professional Appraisal Practice
-- Supervisory Appraiser/Trainee Appraiser Course
-- General Appraiser Income Approach – Part 1
-- General Appraiser Income Approach – Part 2
-- Real Estate Finance, Statistics, and Valuation Modeling
-- General Sales Comparison Approach
-- General Appraiser Market Analysis and Highest and Best Use
-- General Appraiser Site Valuation & Cost Approach
-- Advanced Income Capitalization

ADDENDA TO APPRAISAL REPORT

21355.07. - Conditional Uses.

The following are conditional uses allowed in the RSF-1 District and require a conditional use permit based upon procedures set forth in and regulated by Section 21015 of this Chapter. Additionally, besides the specific standards and criteria which may be cited below for respective conditional uses, each request for a conditional use permit shall be evaluated based upon the standards and criteria set forth in Section 21015.02, Subd. 5 and 21015.04 of this Chapter.

Subd. 1. Antennas not located upon an existing structure or existing tower, as regulated by Section 21175 of this Chapter.

Subd. 2. Bed and breakfast in accordance with Section 21190.01.

Subd. 3. Cemeteries or memorial gardens provided that:

- (a) The site is landscaped in accordance with Section 21130.
- (b) The use is public or semi-public.
- (c) All portions of the use meet the minimum setback requirements for principal structures.

Subd. 4. Day care facilities not within a residential dwelling, as an accessory use provided that the use complies with Section 21150 of this Chapter, as well as day care facilities not within a residential dwelling that existed as a principal use on or before October 13, 2020 provided that the use complies with Section 21150 of this Chapter.

Subd. 5. Educational facilities including, and limited to, public and private elementary, middle, junior high, and senior high schools.

Subd. 6. Essential services requiring a conditional use permit pursuant to Section 21160 of this Chapter.

Subd. 7. Essential service structures (as defined by Section 21005 of this Chapter) that exceed five feet in height or 20 square feet in area, necessary for the health, safety and general welfare of the City, excluding public works type facilities and uses, provided that equipment is completely enclosed in a permanent structure with no outside storage.

Subd. 8. Parks and recreational areas owned or operated by public bodies; other than the City of Plymouth.

Subd. 9. Recreational facilities (outdoor) including golf courses and similar facilities, and directly related buildings and structures.

Subd. 10. Religious institutions such as churches, chapels, temples, synagogues, mosques limited to worship and directly related social events.

Subd. 11. Residential shelters, in accordance with Section 21190.02 of this Chapter.

Subd. 12. Retail commercial activities and personal services in allowed non-residential facilities, provided that:

- (a) Merchandise is sold at retail.
- (b) Personal services are limited to those uses and activities which are allowed as a permitted or permitted accessory use within the C-1 Zoning District.
- (c) The retail activity and personal services are located within a structure whose principal use is not commercial sales.
- (d) The retail activity and personal services shall not occupy more than fifteen (15) percent of the gross floor area of the building.
- (e) The retail activity and personal services are not located within a structure whose principal use is residential.

(f) No directly or indirectly illuminated sign, or sign in excess of ten square feet identifying the name of the business shall be visible from the outside of the building.

(g) No signs or posters of any type advertising products for sale or services shall be visible from the outside of the building.

Subd. 13. Scoreboard (limit of one) for a public park or a public or private school that either: 1) exceeds 32 feet in height or 550 square feet in surface area, or 2) contains a video display panel, provided that:

(a) Any such scoreboard shall not exceed 50 feet in height or 950 square feet in surface area.

(b) No other scoreboard at the park or school shall exceed 150 square feet in surface area.

(c) No commercial speech shall be permitted on the scoreboard, except that commercial messages may be displayed during City- or school-sponsored events on the athletic field served by the scoreboard. These events shall not include practices or classes held on the field. Organizations sponsoring the scoreboard may include identifying information within the area allowed for the scoreboard in a combined amount not to exceed 30 percent of the total scoreboard area.

(d) The information and commercial speech on the scoreboard shall not be visible from adjacent public streets.

Subd. 14. Single satellite dish TVROs greater than one meter in diameter, as regulated by Section 21175 of this Chapter.

Subd. 15. Social services or other activities which are not directly worship related as an accessory use within religious institutional buildings.

Subd. 16. Wireless support structures for sitting of a small wireless facility in the public right-of-way.

(Amended by Ord. No. 2001-06, 02/13/01; Ord. No. 2004-02, 01/13/04; Ord. No. 2007-21, 08/14/07; Ord. No. 2008-09, 03/25/08; Ord. No. 2009-07, 05/12/09; Ord. No. 2014-12, 02/25/14; Ord. No. 2017-24, 11/28/17; Ord. No. 2020-11 , §§ 25, 26, 10/13/2020; Ord. No. 2022-10 , § 18, 8/16/2022)

District Area Minimum	Lot Area Minimum (a)		Minimum Lot Width (feet)		Minimum Lot Depth (feet)	Maximum Structural Coverage (a)		Minimum Setbacks (feet) (a)		Maximum Building Height	
1 acre	Single Family	18,500 sq. ft.	Single Family	110	none	Single family	30%	Front (b) - Single family	50	Princ. Bldg.	35 feet
	Other uses	1 acre	Other uses	200		Other uses	50%	Front (c) - Single family	25	Acc. Bldg. 200 sq. ft. or less	10 feet
								Front (d) - Other principal uses	50	Acc. Bldg. over 200 sq. ft.	15 feet
								Principal structure to railroad right-of-way	50		
								Side — Single family	15		
								Side - Other principal uses	25		
								Side - Detached accessory -in side yard:	15		
								-in rear yard:	6		
								Rear - Single family	25		
								Rear - Other principal uses	40		
								Rear - Detached accessory	6		

(a) Special requirements apply for environmental overlay districts — See appropriate text
(b) Abutting an arterial street
(c) Applies to each street frontage other than an arterial street
(d) Applies to each street frontage

NAGELL APPRAISAL & CONSULTING

12805 Highway 55
Plymouth, MN 55441
Established in 1968

Phone: **952-544-8966**
Fax **952-544-8969**

Client: City of Plymouth
Attn: Ben Scharenbroich, Water Resource Supervisor
3400 Plymouth Blvd.
Plymouth, MN 55447-1482

Hi Ben,

Property Location: **17925 30th Avenue, N, Plymouth**
Owner: Philp Corkery, PID number 19-118-22-42-0034

Per your request, below is an appraisal engagement letter with the following research and analysis.

Report Use: The report use is for decision making regarding potential purchase.

Intended Users: City of Plymouth.

Value Type: As-is current market value per Uniform Standards of Professional Appraisal Practice.

Property Description: Vacant lot with low area, likely not buildable – see exhibit on next page.

Scope of Report: (1) View the property and neighborhood. (2) Report the physical and/or economic factors that could affect the property. (3) Appropriate research, collection, verification, analysis and viewing of pertinent market data will be conducted. (4) Report findings and conclusions.

Report Format: Appraisal report, standard narrative format, *PDF copy provided.*

Fee/Timing: Named client is responsible for payment upon completion of the appraisal.

Information needed by the appraiser: Any survey or site issues.

Our Company: Our has 10 employees and has been in business since 1968 and has sufficient knowledge, experience, education, contacts and resources to competently complete this assignment. Our services will be delivered in a manner that is independent, impartial, and objective. We do not warrant the outcome of this matter, and neither the amount nor payment of our fees is contingent on any result.

If you agree to the above terms, please sign below and return by email or mail. If you have any additional questions, please do not hesitate to contact me.

Sincerely,

William R. Waytas
Certified General MN 4000813

Signature________________________

Date________________________

www.nagellmn.com

VACANT LAND PURCHASE AGREEMENT

1. PARTIES. This Purchase Agreement ("Agreement") is made on the _____ day of ______________, 2025, ("Effective Date") by and between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation, located at 3400 Plymouth Boulevard, Plymouth, Minnesota 55447-1482 ("Buyer"), and **PHILIP H. CORKERY and JANICE J. CORKERY,** spouses married to each other, whose address is 15642 Woodgate Rd. N., Minnetonka, Minnesota 55345(collectively "Sellers").

2. OFFER/ACCEPTANCE. Buyer offers to purchase and Sellers agree to sell real property located at 17925 30th Avenue North, Plymouth, MN, 55447, and legally described as follows:

Lot 2, Block 3, Greentree Addition, Hennepin County, Minnesota

(the "Property").

3. PRICE AND TERMS. The purchase price for the real property included in this sale is Twenty-Four Thousand Nine Hundred Sixty and No/100 Dollars ($24,960.00), (the "Purchase Price"). The Purchase Price (adjusted for prorations in accordance with this Agreement) is to be paid to Sellers on the Closing Date (as hereinafter defined) by wire transfer or other certified funds.

4. DEED/MARKETABLE TITLE. Upon performance by Buyer, Sellers shall execute and deliver a Warranty Deed, conveying good and marketable title of record, subject to:

A. Reservations of minerals or mineral rights by the State of Minnesota, if any;

B. Building and zoning laws, ordinances, state and federal regulations;

C. Permitted Encumbrances as provided under Paragraph 9 of this Agreement.

5. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.

A. Sellers shall pay all general real estate taxes and installments of special assessments due and payable in the year prior to the Closing Date and in years prior thereto. Real estate taxes due and payable in and for the year of closing shall be prorated between Sellers and Buyer on a calendar year basis to the actual Closing Date;
B. Sellers shall pay on or before the Closing Date all levied and pending special assessments;
C. Buyer shall pay on Closing Date any deferred real estate taxes (including "Green Acres" taxes under MINN. STAT. §273.111) or special assessments payment of which is required as a result of the closing of this Agreement;
D. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter.

6. SELLERS' BOUNDARY LINE, ACCESS, RESTRICTIONS AND LIEN WARRANTIES. Sellers warrant that, to Sellers' knowledge, without investigation, buildings on adjoining real property, if any, are entirely outside of the boundary lines of the property. Sellers warrant that, to Sellers' knowledge, without investigation, there is a right of access to the real property from a public right of way. Sellers warrant that there has been no labor or material furnished to the property for Sellers for which payment has not been made. Sellers warrant that, to Sellers' knowledge, without investigation, there are no present violations of any restrictions relating to the use or improvement of the property. These warranties shall survive the delivery of the Deed or Contract for Deed for a period of six (6) months.

7. ACCESS PRIOR TO CLOSING. Upon reasonable notice to Sellers, Buyer and Buyer's authorized agents shall have the right during the period from the date of this Agreement to the Closing Date to enter in and upon the Property in order to make, at Buyer's expense, surveys, measurements, soil tests and other tests that Buyer shall deem necessary. Buyer agrees to restore any resulting damage to the Property and to indemnify, hold harmless and defend Sellers from any and all claims by third persons of any nature whatsoever arising from Buyer's right of entry hereunder, including all actions, proceedings, demands, assessments, costs, expenses and attorneys' fees. Buyer shall not perform any invasive testing of the Property without Sellers' prior written consent. Sellers' consent may be conditioned upon any restrictions that Sellers deems necessary. Notwithstanding the foregoing, Buyer's liability shall not exceed the limits provided under Minn. Stat. Ch. 466.

8. POSSESSION. Sellers shall deliver possession of the Property not later than the actual Closing Date.

9. TITLE INSURANCE.

A. Within ten (10) days of the Effective Date, Buyer shall order a commitment prepared by Land Title ("Title Company"), for an Owner's current Form ALTA title insurance policy commitment the Title Company to insure good and marketable title to the Property free and clear of liens, mortgages, charges or encumbrances, except the Permitted Encumbrances, and including copies of all items of record identified therein ("Title Commitment").

B. Within (15) business days after receipt of the Title Commitment, Buyer may make written objections ("Objections") to the form and/or contents of the Title Commitment. Any items shown in the Title Commitment and not objected to by Buyer shall be deemed to be Permitted Encumbrances.

10. TITLE CORRECTIONS AND REMEDIES. Sellers shall have Ninety (90) days from receipt of Buyer's written title objections to make title marketable. Upon receipt of Buyer's title objections, Sellers shall, within ten (10) business days, notify Buyer of Sellers' intention to make title marketable within the 90 day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of Closing shall not delay the Closing. Cure of the defects by Sellers shall be reasonable, diligent, and prompt. Pending correction of title, all payments required herein and the Closing shall be postponed. Upon correction of title and within ten (10) days after written notice to Buyer, the parties shall perform this Agreement according to its terms. If no such notice is given or if notice is given but title is not corrected within the time provided for, the Buyer (at Buyer's option) shall have the right to: (a) terminate this Agreement in which case the parties will have no further rights, duties or obligations hereunder, except those obligations that expressly survive termination, or (b) accept title to the Property subject to the objections Sellers have elected not to cure, without reduction in the amount of the Purchase Price, in which case such objections to title will be deemed to have become Permitted Encumbrances.

11. SELLERS' COVENANTS, REPRESENTATIONS AND WARRANTIES. Sellers do hereby covenant, warrant and represent to the Buyer as follows:

A. Sellers have or as of the Closing Date will have marketable and insurable title to the Property of record, free and clear of all liens, encumbrances, leases, claims and charges, all material easements, rights-of-way, covenants, conditions and restrictions and any other matters affecting the title, except for the Permitted Exceptions.

B. To Sellers' actual knowledge, the conveyance of the Property pursuant hereto will not violate any applicable statute, ordinance, governmental restriction or regulation, or any private restriction or agreement.

C. As of the Closing Date there will be no outstanding or unpaid claims, actions or causes of action related to any transaction or obligation entered into or incurred by Sellers with respect to the Property prior to the date hereof.

D. Except as provided herein, Sellers shall indemnify and defend Buyer and otherwise hold Buyer harmless of, from and against any broker who may be entitled to any commission or finder's fee in connection with the transaction contemplated herein to the extent arising from Sellers' actions.

E. To Sellers' actual knowledge, there are no underground storage tanks or wells on the Property, it being understood that the foregoing representation shall be recited in the deed to be delivered by the Sellers at Closing.

F. Sellers are not a foreign person as defined in §1445(f)(3) of the Internal Revenue Code or regulations issued thereunder.

G. To Sellers' actual knowledge, there is no action, litigation, investigation, condemnation or other proceedings of any kind pending or threatened against Sellers with respect to the Property.

H. To Sellers' actual knowledge: (i) no toxic materials, hazardous wastes or hazardous substances, as such terms are defined in the Resource Conservation and Recovery Act of 1996, as amended (42 U.S.C. §6901, et seq.) or in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, et seq.), including, without limitation, any asbestos or asbestos-related products or materials and any oils, petroleum-derived compounds or pesticides ("Hazardous Materials") have been generated, treated, stored, released or disposed of or otherwise placed, deposited in or located on the Property; and (ii) the Property is free of Hazardous Materials and is not subject to any “superfund” type liens or claims by governmental regulatory agencies or third parties arising from the release or threatened release of hazardous substances in, on, or about the Property. Sellers shall indemnify and hold Buyer harmless from any and all claims, causes of action, damages, losses, or costs (including reasonable lawyer’s fees) relating to breach of the foregoing representations and warranties by Sellers or to hazardous substances or petroleum products in the subsoil or ground water of the Subject Property or other property in the area which arise from or are caused by acts or occurrences upon the Subject Property prior to Buyer taking possession. These warranties and indemnifications shall survive the delivery of the Warranty Deed for a period of twelve (12) months after the Closing Date.

I. **Methamphetamine Disclosure**. To Sellers’ knowledge, methamphetamine production has not occurred on the Property.

J. **Protected Historical Sites.** *[Select either one of the following:]*

_____ Sellers represent that Sellers do not know if there are historical, Native American, or archeological materials on or in the Property that might be protected by law.

__X__ To Sellers’ knowledge, the property does not have any American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical materials, and/or other archeological sites that are protected by federal or state law. Buyer’s obligation to close is contingent upon Buyer determining to Buyer’s satisfaction that the property does not have any American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical materials, and/or other archeological sites that are protected by federal or state law.

K. No part of the Property is subject to an agricultural preserve covenant or constitutes an agricultural preserve pursuant to Minn. Stat. § 473H.02 to 473H.17.

L. Sellers has not engaged a broker in relation to the sale of the Property.

12. CLOSING. The closing (the “Closing”) of the purchase and sale contemplated by this Agreement shall occur at a location designated by Buyer and shall be completed through escrow of closing documents and funds with the Title Company. Unless terminated earlier or extended as provided herein, the date for closing the sale and purchase of the Properties (the “Closing”) shall be on a date mutually agreed to by the parties but not later than _______________, 2025 (the “Closing Date”). Unless otherwise agreed by the parties in writing, in the event that any of the contingencies provided for in this Agreement are not satisfied prior to the Closing Date, this Agreement shall be null and void and of no further force and effect. At Closing, Sellers and

Buyer shall disclose their Social Security Numbers or Federal Tax Identification Numbers for the purposes of completing state and federal tax forms.

13. CLOSING DOCUMENTS.

A. At the Closing, Sellers shall execute and/or deliver to Buyer the following (collectively the "Closing Documents"):

(1) **Warranty Deed**. A Warranty Deed in recordable form and reasonably satisfactory to Buyer, which shall include the following well representations: “Sellers certify that the Sellers do not know of any wells on the described Property.”

(2) **Seller’s Affidavit**. A standard form affidavit by Sellers indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Sellers or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanic's liens could be filed; and that there are no other unrecorded interests in the Property.

(3) **Non-Foreign Person Certification**. A certification in form and content satisfactory to the parties hereto and their counsel, properly executed by Sellers, containing such information as shall be required by the Internal Revenue Code, and the regulations issued thereunder, in order to establish that Sellers are not a “foreign person” as defined in §1445(f)(3) of such Code and such regulations.

(4) **Storage Tanks**. If required, an affidavit with respect to storage tanks pursuant to Minn. Stat. § 116.48.

(5) **Well Certificate**. If there is a well located on the Property, a well disclosure certificate in form and substance true to form for recording.

(6) **Certification**. A certification that the representations and/or warranties made by Sellers are materially the same as were in existence on the date of this Agreement or noting any changes thereto; and

(7) **Other Documents**. All other documents reasonably determined by either party or the title insurance company to be necessary to transfer and provide title insurance for the Property.

B. At the Closing, Buyer shall execute and deliver to Sellers the following:

(1) All documents reasonably determined by either party or the title insurance company to be necessary to provide title insurance for the Property; and

(2) Payment of the Purchase Price.

14. CLOSING COSTS. The following costs relating to the closing of this transaction shall be paid as follows:

A. Buyer shall pay:
(1) Recording fee for the Warranty Deed;
(2) Costs of title insurance commitment and premium for owner's title insurance;
(3) The closing fee;
(4) State deed tax;
(5) Conservation fee attributable to the Warranty Deed; and
(5) Pro-rated taxes; and
(6) All of Buyer's remaining costs to close not otherwise specified in this paragraph.

B. Sellers shall pay:
(1) Pro-rated taxes;
(2) All of Sellers' remaining costs to close not otherwise specified in this paragraph.

15. BUYER'S CONTINGENCIES. Buyer's obligations under this Agreement are contingent upon Buyer's satisfaction with each of the following prior to the Closing Date ("Buyer's Contingencies"):

(a) The representations and warranties of Sellers set forth in this Agreement must be true as of the date of this Agreement and on the Closing Date, and Sellers shall have delivered to Buyer at Closing a certificate dated the Closing Date, signed by Sellers, certifying that such representations and warranties are true as of the Closing Date; and

(b) Buyer determining on or before the Closing Date, that it is satisfied, in its sole discretion, with the results of matters disclosed by a Phase I Environmental Audit or by any additional environmental/engineering investigation or testing of the Property performed by Buyer or Buyer's agent.

If the Buyer's Contingencies have not been satisfied on or before the Closing Date, then Buyer may, at Buyer's option, (a) terminate this Agreement in which case the parties will have no further rights, duties or obligations hereunder, except those obligations that expressly survive termination, or (b) waive any such unsatisfied contingency, without reduction in the amount of the Purchase Price, and proceed to Closing. The contingencies set forth in this section are for the sole and exclusive benefit of Buyer, and Buyer shall have the right to waive the contingencies by giving notice to Sellers.

16. REMEDIES. If Sellers have performed or are ready, willing and able to perform all obligations required by this Agreement and Purchaser shall fail or refuse to perform this Agreement within the time and in the manner provided, then Seller's sole remedy shall be the right to terminate this Agreement by giving written notice to Purchaser, in which case the parties shall have no further rights and obligations hereunder other than those rights and/or obligations which are expressly stated to survive expiration or termination of this Agreement.

If Purchaser has performed or is ready, willing and able to perform all obligations required by this Agreement and Sellers fail or refuse to perform this Agreement within the time and in the manner provided, then Purchaser, at his option may terminate this Agreement by giving written notice thereof to Sellers, in which case the parties shall have no further rights and obligations hereunder other than those rights and/or obligations which are expressly stated to survive expiration or termination of this Agreement.

17. NOTICES. All notices required herein shall be in writing and delivered personally or mailed to the address as shown below, and if mailed, are effective as of the date of mailing:

TO SELLERS:
Philip and Janice Corkery
15642 Woodgate Rd. N.
Minnetonka, MN 55345

TO BUYER:
City of Plymouth
3400 Plymouth Boulevard
Plymouth, MN 55447-1482
Attn: City Manager

18. BROKER' S COMMISSION. Each party represents to the other that it has not engaged any party as a broker in connection with the transactions contemplated by this Agreement. Sellers will indemnify Buyer from and against any and all liability to which Buyer may be subjected by any broker's, finder's, or similar fee with respect to the transactions contemplated by this Agreement to the extent such fee is attributable to any action undertaken by or on behalf of Sellers or any affiliate of Sellers, including any claim by Sellers' Broker or any employee or agent of Sellers' Broker. Buyer will indemnify Sellers from and against any and all liability to which Sellers may be subjected by reason of any broker's, finder's or similar fee with respect to the transactions contemplated by this Agreement to the extent such fee is attributable to any action undertaken by or on behalf of Buyer.

19. MINNESOTA LAW. This contract shall be governed by the laws of the State of Minnesota.

20. SEVERABILITY. If any provision of this Agreement is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

21. ENTIRE AGREEMENT; MODIFICATION. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.

22. TIME IS OF THE ESSENCE. Time is of the essence for all provisions of this Purchase Agreement.

23. SIGNATURES BY COUNTERPART; FASCIMILE OR ELECTRONIC SIGNATURE. This Agreement may be executed in counterparts. Signatures may be transmitted via facsimile or in "PDF" format via e-mail.

[Remainder of page intentionally left blank]
[Signature pages to follow]

The City agrees to buy the Property for the price and terms and conditions set forth above.

BUYER:
CITY OF PLYMOUTH

By: ____________________________
Jeffry Wosje, Mayor

And: ___________________________
Dave Callister, City Manager

The Sellers agree to sell the Property for the price and terms and conditions set forth above.

SELLERS:

By: ______________________________
Philip H. Corkery

And: ______________________________
Janice J. Corkery

City of Plymouth

Resolution No. 2025-051

Resolution Dispensing with Statutory Requirements for Review by Planning Commission of Acquisition of Property and Approving Purchase Agreement

WHEREAS, Philip and Janice Corkery ("Sellers") are the fee owners of certain property located at 17925 30th Avenue North, Plymouth, MN 55447 (PID No. 19-118-22-42-0034) ("Property"); and

WHEREAS, the Sellers propose to convey the Property to the city for a purchase price of $24,960; and

WHEREAS, the City Council desires to acquire the Property and has received and reviewed the proposed purchase agreement for the acquisition of the Property to be entered into by and between the city and the Sellers; and

WHEREAS, acquiring ownership of the Property by the city would serve the public interest; and

WHEREAS, Minn. Stat. § 462.356, subd. 2 requires that the Planning Commission review the city's proposed acquisition of real property for compliance with the comprehensive plan and to report to the City Council in writing its findings, and

WHEREAS, Minn. Stat. § 462.356, subd. 2, provides for an exception from the requirement for review by the Planning Commission upon 2/3 vote of the City Council dispensing with the requirement and finding that the acquisition or disposal of the real property has no relationship to the comprehensive municipal plan.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA:

1. The City Council finds that the acquisition of the Property under the purchase agreement has no relationship to the comprehensive municipal plan; and

2. Review by the Planning Commission of the acquisition of the subject Property is hereby dispensed with, the proposed purchase agreement is hereby approved, and the Mayor and City Manager are authorized and directed to execute all documents and take all appropriate measures to acquire the Property under the terms of the purchase agreement. The funding shall be from the Water Resources Fund.

APPROVED by the City Council on this 11th day of February, 2025.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS.

The undersigned, being the duly qualified and appointed City Clerk of the City of Plymouth, Minnesota, certifies that I compared the foregoing resolution adopted at a meeting of the Plymouth City Council on February 11, 2025, with the original thereof on file in my office, and the same is a correct transcription thereof.

WITNESS my hand officially as such City Clerk and the corporate seal of the city this ___________day of __________________, __________.

____
City Clerk

Regular City Council
February 11, 2025
Agenda Number: 6.4

To:	Dave Callister, City Manager
Prepared by:	Sonya Rippe, Project Supervisor
Reviewed by:	Jennifer Tomlinson, Parks and Recreation Director
Item:	**Approve bid and authorize renovations of the Hilde Performance Center**

1. Action Requested:

Adopt the attached resolution approving the bid and authorize renovation of the Hilde Performance Center (PR250007).

2. Background:

The Hilde Performance Center was built in the early 2000's and has had minimal repairs since that time. A Structural Condition Assessment was completed in May 2024. The results showed a need for repairs including, but not limited to, sealing of cracks, window seal repair, steel repainting, door repair, roof maintenance, siding replacement, concrete and handrail repairs.

On Thursday, January 30 at 11 a.m., bids were publicly opened for this project. A total of four bids were received as detailed in the attached bid tabulation. Staff recommends awarding the bid to Equity Builders & Construction Services, Inc. Staff and Bolton & Menk have reviewed the information submitted by Equity Builders & Construction Services, Inc. of Rosemount, MN to comply with the responsible bidder criteria and finds the information acceptable.

If this project is awarded, renovations are slated to begin in March 2025 pending weather.

3. Budget Impact:

This project is included in the 2025-2034 Capital Improvement Plan with a budgeted amount of $450,000 from park replacement. The Engineer's estimate for construction was $300,000. Equity Builders & Construction Services, Inc. was the low bid at

$289,500 for renovations. Additional project costs include engineering, administration and contingencies totaling $121,909. The project will be funded from Park Replacement Fund for $411,409.

4. Attachments:

1. Bid Tabulation
2. Letter of Recommendation
3. City Council Resolution 2025-052

ABSTRACT

Hilde Amphitheater Site Improvements
City of Plymouth, MN
Bolton & Menkp Project # 24X.135952
Bid: 01/30/2025 11:00 AM CST

								1		2		3		4	
						Engineer Estimate		**Equity Builders & Construction Services, Inc.**		**Versacon, Inc.**		**Construction Results Corporation**		**Albrecht Company**	
Section	**Line Item**	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
	1	-	SITE IMPROVEMENTS	LUMP SUM	1	$300,000.00	$300,000.00	$289,500.00	$289,500.00	$630,000.00	$630,000.00	$717,731.00	$717,731.00	$796,800.00	$796,800.00
Base Bid Total:							**$300,000.00**		**$289,500.00**		**$630,000.00**		**$717,731.00**		**$796,800.00**

BOLTON & MENK

Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

January 30, 2025

Ms. Sonya Rippe, Project Supervisor
City of Plymouth
14900 23rd Avenue North
Plymouth, MN 55447

RE: Hilde Amphitheater Site Improvements
City of Plymouth, Minnesota
City Project No. PR-250007
BMI Project No.: 24X.135952.000

Dear Ms. Rippe,

Bids on the above-referenced project were opened at 11:00 a.m. on January 30, 2025. There were four bidders for the project and a detailed bid abstract is enclosed. The low bidder on the project is Equity Builders & Construction Services, Inc. with a bid of $289,500.00. Equity Builders & Construction Services has previous experience on projects of this size and complexity in the Twin Cities Metro area.

Based on Equity Builders & Construction Services' experience, acceptable bid prices, and the competitive bids the City received, we recommend the City of Plymouth award the project to Equity Builders & Construction Services, Inc. at the City Council Meeting on February 11, 2025.

If you have any questions regarding this award recommendation, please contact me at your convenience.

Sincerely,

Bolton & Menk, Inc.

Jason Graham, P.E.
Structural Project Engineer

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CITY OF PLYMOUTH

RESOLUTION NO. 2025-052

RESOLUTION APPROVING THE BID AND AUTHORIZE RENOVATION OF THE HILDE PERFORMANCE CENTER (PR250007)

WHEREAS, on January 30, 2025 at 11 a.m. bids were publicly opened with a total of four bids received; and

Contractor	Base Bid
Equity Builders & Construction Services, Inc.	$289,500
Versacon, Inc.	$630,000
Construction Results Corporation	$717,731
Albrecht Company	$796,800

WHEREAS, Equity Builders & Construction Services, Inc. is the lowest responsible bidder, complying with the minimum qualifications; and

WHEREAS, staff and Bolton & Menk recommend awarding the project to Equity Builders & Construction Services, Inc.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA:

1. The Mayor and City Manager are authorized and directed to enter into the contract with Equity Builders & Construction Services, Inc. of Rosemount, MN in the name of the City of Plymouth for the Hilde Performance Center Renovations (PR250007) according to the plans and specifications therefore approved by the City Council and on file with Parks & Recreation in the amount of $289,500.
2. The total cost of the project is $411,409 and includes construction of $289,500 and engineering, administration and contingencies of $121,909.

BE IT FURTHER RESOLVED, that the project would be funded from Park Replacement Fund in the amount of $411,409.

APPROVED by the City Council this 11th day of February, 2025.

City of Plymouth

Regular City Council
February 11, 2025
Agenda Number: 6.5

To:	Dave Callister, City Manager
Prepared by:	Abbie Browen, Public Works Operations Manager
Reviewed by:	Michael Thompson, Public Works Director
Item:	**Award contract for Well No. 12 Maintenance Project (WA259001)**

1. Action Requested:

Adopt attached resolution awarding contract for Well No. 12 Maintenance Project (WA259001).

2. Background:

The Well No. 12 Maintenance Project involves completion of maintenance items to the city's drinking water well pump, shaft, and cavity infrastructure. Routine maintenance of these items allows the city to maintain a safe and reliable drinking water supply for current demand and future growth. On January 8, 2025, bids were publicly opened for the project. Two bids were received as detailed in the attached bid tabulation. The lowest bid received by Traut Companies was reviewed, and staff finds the information acceptable. Staff recommends awarding of the Base Bid and Bid Alternates 1, 2, and 3. Well maintenance projects are unique in that the full extent of maintenance required is not known until the well has been physically removed and inspected by the contractor. It is typical that not all work included in the bid tabulation will be required. Staff feels Traut Companies has the experience to complete the project in accordance with the approved plans and specifications and has worked on previous projects in the city.

3. Budget Impact:

The Well No. 12 Maintenance Project is included in the 2025-2034 Capital Improvement Plan for a total project cost of $145,000. The total estimated project cost, based on the bid submitted by Traut Companies, is $291,800 which includes the improvements, administration, and contingencies. This total assumes the worst-case scenario for maintenance, and it is anticipated that actual project costs will be less. Funding for this project would be from the Water Fund.

4. Attachments:

1. Bid Tabulation
2. City Council Resolution 2025-053

BID TABULATION
Well 12 Maintenance Project
City Project #WA259001
BiD Opening: 1/8/2025

ITEM		Units	Qty	Keys Well Drilling Company Unit Price	Keys Well Drilling Company Total Price	Traut Companies Unit Price	Traut Companies Total Price
Base Bid							
1	Remove, inspect, and reinstall vertical turbine submersible pump and electric motor	LS	1	$ 18,000.00	$ 18,000.00	$ 16,000.00	$ 16,000.00
2	Shop time for cleaning and repairing pump	HR	20	$ 125.00	$ 2,500.00	$ 125.00	$ 2,500.00
3	10" x 20', Column pipe	EA	11	$ 1,800.00	$ 19,800.00	$ 1,900.00	$ 20,900.00
4	10" x 10', Column pipe	EA	1	$ 1,200.00	$ 1,200.00	$ 1,975.00	$ 1,975.00
5	10" column couplings	EA	11	$ 200.00	$ 2,200.00	$ 265.00	$ 2,915.00
6	Furnish and install new check valve	LS	1	$ 4,200.00	$ 4,200.00	$ 4,000.00	$ 4,000.00
7	Furnish and install complete set of bowl bearings	LS	1	$ 2,100.00	$ 2,100.00	$ 1,500.00	$ 1,500.00
8	Stainless steel bowl shaft	EA	1	$ 700.00	$ 700.00	$ 900.00	$ 900.00
9	Machine bowls, and furnish and install bronze impeller wear ring for each stage	EA	5	$ 500.00	$ 2,500.00	$ 1,000.00	$ 5,000.00
10	Re-assemble bowl assembly	LS	1	$ 500.00	$ 500.00	$ 900.00	$ 900.00
11	Paint column and bowls	LS	1	$ 700.00	$ 700.00	$ 8,500.00	$ 8,500.00
12	Furnish and install new pump motor wire, upsize to 500 MCM	LF	275	$ 130.00	$ 35,750.00	$ 155.00	$ 42,625.00
13	Allowance for motor and miscellaneous repairs	LS	1	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
14	Replace water level monitoring conduit with SCH 40 PVC conduit (match existing diameter). Add secondary conduit for manually checking water levels. Reuse existing level sensor.	EA	2	$ 700.00	$ 1,400.00	$ 800.00	$ 1,600.00
	Total Base Bid				**$ 101,550.00**		**$ 119,315.00**
Alternate No. 1 - New Pump Bowl Assembly							
15	Furnish and install a completely new pump bowl assembly as specified	LS	1	$ 22,000.00	$ 22,000.00	$ 23,500.00	$ 23,500.00
	Total Alternate No. 1				**$ 22,000.00**		**$ 23,500.00**
Alternate No. 2 - New Submersible Motor							
16	Furnish and install a new 300 HP, 1,800 RPM submersible pump motor and cable.	LS	1	$ 59,000.00	$ 59,000.00	$ 57,300.00	$ 57,300.00
	Total Alternate No. 2				**$ 59,000.00**		**$ 57,300.00**
Alternate No. 3 - Well Maintenance Work							
17	Television inspection of well	LS	1	$ 2,200.00	$ 2,200.00	$ 1,900.00	$ 1,900.00
18	Transport to and erect on the job site, a well rig with all necessary equipment, tools, and materials for cleaning and bailing purposes	LS	1	$ 26,000.00	$ 26,000.00	$ 16,000.00	$ 16,000.00
19	Bailing accumulated sand from bottom of deep well	CY	100	$ 600.00	$ 60,000.00	$ 275.00	$ 27,500.00
20	Wire brush interior surface of well casing	LS	1	$ 5,600.00	$ 5,600.00	$ 4,800.00	$ 4,800.00
21	Paint column pipe 1' on inside of both ends with epoxy	EA	11	$ 250.00	$ 2,750.00	$ 2,500.00	$ 27,500.00
	Total Alternate No. 3				**$ 96,550.00**		**$ 77,700.00**
	Total Base Bid				**$ 101,550.00**		**$ 119,315.00**
	Total Base Bid with Alternative 1, 2, and 3				**$ 279,100.00**		**$ 277,815.00**

CITY OF PLYMOUTH

RESOLUTION NO. 2025-053

RESOLUTION AWARDING CONTRACT FOR THE WELL NO. 12 MAINTENANCE PROJECT (WA259001)

WHEREAS, pursuant to an advertisement for bids for the Well No. 12 Maintenance Project, two bids were received, opened and tabulated according to State law, and the following bids were received complying with the advertisement:

Contractor	Base Bid + Bid Alternates 1-3
Traut Companies	$277,815
Keys Well Drilling Company	$279,100

WHEREAS, Traut Companies, from St. Joseph, MN is the lowest responsible bidder, complying with the minimum qualifications; and

WHEREAS, the City Engineer recommends awarding the project to Traut Companies.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA:

1. That the Mayor and City Manager are authorized and directed to execute a contract with Traut Companies for the Well No. 12 Maintenance Project according to the plans and specifications therefore approved by the City Council and on file in the office of the City Engineer in the amount of $277,815.

2. The total cost of the project is $291,800 and includes the improvements in the amount of $277,815, and administration and contingency in the amount of $13,985.

BE IT FURTHER RESOLVED that the funding for this project shall be from the Water Fund in the amount of $291,800.

APPROVED by the City Council on this 11th day of February 2025.

Regular City Council
February 11, 2025
Agenda Number: 7.1

To:	Dave Callister, City Manager
Prepared by:	Tony Miller, Engineering Project Manager
Reviewed by:	Michael Thompson, Public Works Director
Item:	**Approve the conveyance of real property and acquisition of right of way easement to accommodate the Hamel Road Extension (ST170002)**

1. Action Requested:

After holding the public hearing, adopt resolution approving the conveyance of real property and acquisition of public right of way easement to accommodate the Hamel Road Extension (ST170002).

2. Background:

The Hamel Road Extension Project is included in the 2025-2034 Capital Improvement Plan (CIP) for construction in 2025. The project includes connecting Hamel Road with the County Road 101 frontage road by Park Nicollet, which will provide benefit to local traffic in the area. To facilitate connection of the roadway, the city is seeking right of way easement, on the west side of the roadway, over a small portion of the vacant parcel owned by Park Nicollet. The right of way easement would allow for a more gradual roadway curve to be constructed that meets a 30 mph design criteria, which would be consistent with the rest of the project area. In exchange for granting the right of way easement to the city, the city would convey a similar sized portion of the vacant city-owned parcel to Park Nicollet, as detailed in the attached exhibit. This conveyance of property was approved by the Planning Commission at the January 15, 2025, Planning Commission meeting. The project is scheduled to go out for bids later this spring with the award of contract anticipated to be considered at the April 22, 2025, City Council meeting. Construction would start in the summer and be substantially completed in the fall.

3. Budget Impact:

The project is included in the 2025-2034 CIP at an estimated cost of $1.75 million which includes easement acquisition cost of $1.00, and legal, environmental due diligence, and closing costs.

4. Attachments:
1. Location Map
2. Conveyance & Acquisition Exhibit
3. Purchase Agreement
4. City Council Resolution 2025-054

N

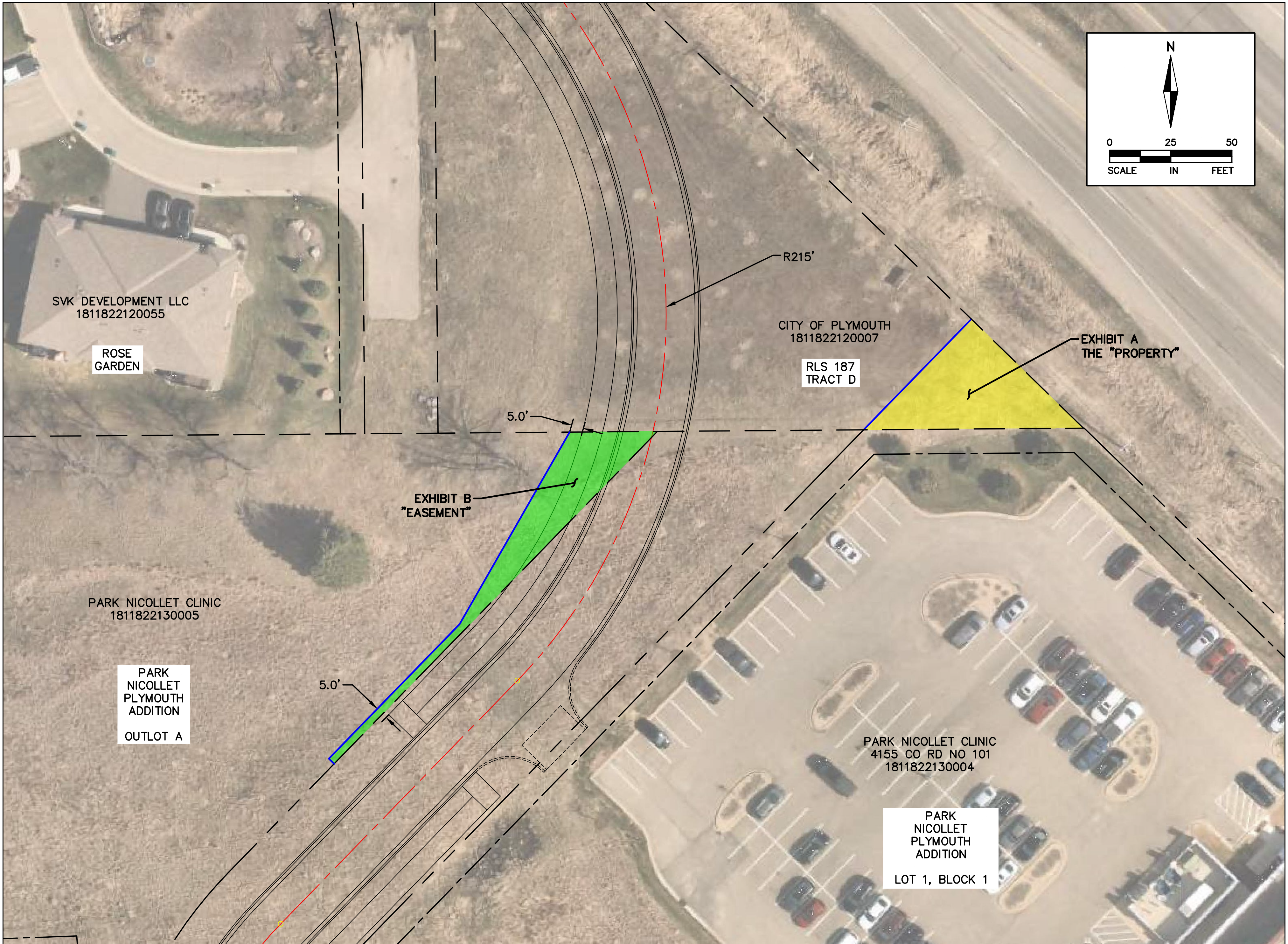
0 500 Feet

2025 Hamel Road Extension
City Project #ST170002

Project Location

City of Plymouth

Hamel Road Extension - Figure 1



VACANT LAND PURCHASE AGREEMENT

THIS VACANT LAND PURCHASE AGREEMENT ("Agreement") is made on the _____ day of February, 2025 ("Effective Date"), by and between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation, 3400 Plymouth Boulevard, Plymouth, MN 55447 ("Seller"), and **PARK NICOLLET CLINIC,** a Minnesota nonprofit corporation, located at 3800 Park Nicollet Blvd., St. Louis Park, MN 55416 ("Purchaser").

RECITALS

A. Seller is the fee owner of property legally described as Tract D, Registered Land Survey No. 0187, Hennepin County, Minnesota ("Seller Parcel").

B. Purchaser is the fee owner of the following real properties located within the City of Plymouth:

i. Lot 1, Block 1, Park Nicollet Plymouth Addition, Hennepin County, Minnesota, according to the recorded plat thereof ("Purchaser Parcel A"); and

ii. Outlot A, Park Nicollet Plymouth Addition Hennepin County, Minnesota, according to the recorded plat thereof ("Purchaser Parcel B").

C. Purchaser desires to purchase a portion of the Seller Parcel as legally described and depicted in Exhibit A ("Property").

D. Seller desires to acquire an easement over a portion of the Purchaser Parcel B as legally described in Exhibit B ("Easement Area").

E. Seller will retain the portion of the Seller Property less the Property, as legally described in Exhibit C ("Remnant Parcel").

In consideration of the covenants and agreements contained herein, the parties agree as follows:

1. Offer/Acceptance. Seller agrees to sell and transfer to Purchaser, and Purchaser agrees to buy from Seller the Property.

2. Price and Terms. In lieu of a purchase price, the Purchaser agrees to convey an easement for public roadway, drainage and utility purposes over the Easement Area (the "Easement") substantially in the form of the Grant of Permanent Easement attached hereto as Exhibit D ("Easement Agreement").

3. Deed/Marketable Title. Upon performance by Purchaser, Seller shall execute and deliver a Limited Warranty Deed, conveying good and marketable title of record, subject to:

A. Reservations of minerals or mineral rights by the State of Minnesota, if any;

B. Building and zoning laws, ordinances, state and federal regulations;

C. Permitted Encumbrances as provided under Paragraph 8 of this Agreement.

4. <u>"As Is" Purchase</u>. Except as specifically set forth in this Agreement or any document contemplated hereby, (i) the Property and the Easement are being sold, conveyed, assigned, transferred and delivered "as is, where is" on the date hereof and in its condition on the date hereof, "with all faults," and neither party is making, and expressly disclaims, any other representation or warranties written or oral, statutory, express or implied, concerning the Property or the Easement to be conveyed by the respective party, including but not limited to, representations or warranties relating to value or quality of the Property or Easement or the prospects, financial or otherwise, risks or other incidents of the Property Easement or with respect to this Agreement or the transactions contemplated hereby or thereby, and (ii) both parties specifically disclaim any representation or warranty of merchantability, usage, suitability or fitness for any particular purpose with respect to the Property or Easement to conveyed by the party or any part thereof, or as to the workmanship thereof, or the absence of any defects therein, whether latent or patent.

5. <u>Real Estate Taxes and Special Assessments</u>.

A. Seller shall pay all general real estate taxes and installments of special assessments due and payable in the year prior to the Closing Date and in years prior thereto. Real estate taxes due and payable in and for the year of closing shall be prorated between Seller and Purchaser on a calendar year basis to the actual Closing Date based on the proportionate share to be acquired by Purchaser;

B. Seller shall pay on or before the Closing Date all levied and pending special assessments;

C. Seller shall pay on the Closing Date any deferred real estate taxes (including "Green Acres" taxes under MINN. STAT. §273.111) or special assessments payment of which is required as a result of the closing of this Agreement;

D. Purchaser shall pay real estate taxes due and payable in the year following Closing and thereafter.

6. <u>Access Prior to Closing</u>.

A. Upon reasonable notice to Seller, Purchaser and Purchaser's authorized agents shall have the right during the period from the date of this Agreement to the Closing Date to enter in and upon the Property in order to make, at Purchaser's expense, surveys, measurements, soil tests and other tests that Purchaser shall deem necessary. Purchaser agrees to restore any resulting damage to the Property and to indemnify, hold harmless and defend Seller from any and all claims by third persons of any nature whatsoever arising from Purchaser's right of entry hereunder, including all actions, proceedings, demands, assessments, costs, expenses and attorneys' fees. Purchaser shall not perform any invasive testing of the Property without written consent from the Seller. Such consent may be conditioned upon any restrictions that Seller deems reasonably necessary.

B. Upon reasonable notice to Purchaser, Seller and Seller's authorized agents shall have the right during the period from the date of this Agreement to the Closing Date to enter in and upon the Easement Area in order to make, at Seller's expense, surveys, measurements, soil tests and other tests that Seller shall deem necessary. Seller shall not perform any invasive testing of the Easement Area without written consent from the Purchaser. Such consent may be conditioned upon any restrictions that Purchaser deems reasonably necessary. Seller agrees to restore any resulting damage to the Easement Area and to indemnify, hold harmless and defend Purchaser from any and all claims by third persons of any nature whatsoever arising from Seller's right of entry hereunder, including all actions, proceedings, demands, assessments, costs, expenses and attorneys' fees. Notwithstanding the foregoing, Seller's limits of liability are subject to the limits provided under Minn. Stat. 466.06.

7. Possession. Seller shall deliver possession of the Property and Purchaser shall deliver the Easement Agreement not later than the actual Closing Date.

8. Title Examination.

A. Title Evidence. Within ten (10) days of the Effective Date, Seller shall order a commitment prepared by Land Title ("Title Company"), for an Owner's current Form ALTA title insurance policy commitment from the Title Company to insure good and marketable title to the Property free and clear of liens, mortgages, charges or encumbrances, except the Purchaser's Permitted Encumbrances, and including copies of all items of record identified therein ("Title Commitment"). Within ten (10) days of the Effective Date, Seller shall order a commitment prepared by the Title Company, for an Owner's current Form ALTA title insurance policy commitment from the Title Company to insure good and marketable title to the Easement Area free and clear of liens, mortgages, charges or encumbrances, except the Seller's Permitted Encumbrances, and including copies of all items of record identified therein ("Title Commitment").

B. Objections. Each party shall have ten (10) business days after receipt of the Title Commitment for the property the party is acquiring or obtaining an interest in to make written objections ("Objections") to the form and/or contents of the Title Commitment. Any items shown in the Title Commitment for the Property not objected to by Purchaser shall be deemed to be Purchaser Permitted Encumbrances and any items shown in the Title Commitment for the Easement Area not objected to by Seller shall be deemed to be Seller Permitted Encumbrances.

C. Title Corrections and Remedies. Each party shall have thirty (30) days from receipt of the other party's written title objections to make title marketable for the party's respective property. Upon receipt of notice of title objections, the receiving party shall, within five (5) business days, notify the other party of the intention to make title marketable within the 30 day period. Cure of the defects shall be reasonable, diligent, and prompt. If no such notice is given or if notice is given but title is not corrected within the time provided for, the party objecting to title (at that party's option) shall have the right to: (a) terminate this Agreement in which case the parties will have no further rights, duties or obligations hereunder, except those obligations that expressly survive termination, or (b) waive the objection and proceed to Closing and all encumbrances the other party has elected not to cure will be deemed to have become Permitted Encumbrances.

9. <u>Seller's Covenants, Representations and Warranties</u>. Seller does hereby covenant, warrant and represent to the Purchaser as follows:

A. Seller has or as of the Closing Date will have marketable and insurable title to the Property of record, free and clear of all liens, encumbrances, leases, claims and charges, all material easements, rights-of-way, covenants, conditions and restrictions and any other matters affecting the title, except for the Permitted Exceptions.

B. To Seller's actual knowledge, the conveyance of the Property pursuant hereto will not violate any applicable statute, ordinance, governmental restriction or regulation, or any private restriction or agreement.

C. As of the Closing Date there will be no outstanding or unpaid claims, actions or causes of action related to any transaction or obligation entered into or incurred by Seller with respect to the Property prior to the date hereof.

D. Except as provided herein, Seller shall indemnify and defend Purchaser and otherwise hold Purchaser harmless of, from and against any broker who may be entitled to any commission or finder's fee in connection with the transaction contemplated herein to the extent arising from Seller's actions.

E. To the best of Seller's knowledge, there are no underground storage tanks or wells on the Property, it being understood that the foregoing representation shall be recited in the deed to be delivered by the Seller at Closing.

F. Seller is not a foreign person as defined in §1445(f)(3) of the Internal Revenue Code or regulations issued thereunder.

G. To the best of Seller's knowledge, there is no action, litigation, investigation, condemnation or other proceedings of any kind pending or threatened against Seller with respect to the Property.

H. To the best of Seller's knowledge: (i) no toxic materials, hazardous wastes or hazardous substances, as such terms are defined in the Resource Conservation and Recovery Act of 1996, as amended (42 U.S.C. §6901, et seq.) or in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, et seq.), including, without limitation, any asbestos or asbestos-related products or materials and any oils, petroleum-derived compounds or pesticides ("Hazardous Materials") have been generated, treated, stored, released or disposed of or otherwise placed, deposited in or located on the Property; and (ii) the Property is free of Hazardous Materials and is not subject to any "superfund" type liens or claims by governmental regulatory agencies or third parties arising from the release or threatened release of hazardous substances in, on, or about the Easement Area.

10. <u>Purchaser's Covenants, Representations and Warranties</u>. Purchaser does hereby covenant, warrant and represent to the Seller as follows:

A. Purchaser has the full authority to enter into this Agreement and execute the Easement Agreement and grant the Easement to Seller.

B. To Purchaser's actual knowledge, the conveyance of the Easement pursuant hereto will not violate any applicable statute, ordinance, governmental restriction or regulation, or any private restriction or agreement.

C. As of the Closing Date there will be no outstanding or unpaid claims, actions or causes of action related to any transaction or obligation entered into or incurred by Seller with respect to the Easement Area prior to the date hereof.

D. Except as provided herein, Purchaser shall indemnify and defend Seller and otherwise hold Seller harmless of, from and against any broker who may be entitled to any commission or finder's fee in connection with the transaction contemplated herein to the extent arising from Purchaser's actions.

E. To the best of Purchaser's knowledge, there are no underground storage tanks or wells within the Easement Area.

F. Purchaser is not a foreign person as defined in §1445(f)(3) of the Internal Revenue Code or regulations issued thereunder.

G. To the best of Purchaser's knowledge, there is no action, litigation, investigation, condemnation or other proceedings of any kind pending or threatened against Purchaser with respect to the Easement Area.

H. To the best of Purchaser's knowledge: (i) no toxic materials, hazardous wastes or hazardous substances, as such terms are defined in the Resource Conservation and Recovery Act of 1996, as amended (42 U.S.C. §6901, <u>et</u> <u>seq</u>.) or in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, <u>et</u> <u>seq</u>.), including, without limitation, any asbestos or asbestos-related products or materials and any oils, petroleum-derived compounds or pesticides ("Hazardous Materials") have been generated, treated, stored, released or disposed of or otherwise placed, deposited in or located on the Easement Area; and (ii) the Easement Area is free of Hazardous Materials and is not subject to any "superfund" type liens or claims by governmental regulatory agencies or third parties arising from the release or threatened release of hazardous substances in, on, or about the Easement Area.

11. **Closing.** Unless terminated earlier or extended as provided herein, the date for closing the sale and purchase of the Property and conveyance of the Easement (the "Closing") shall occur on or before March 14, 2025 (the "Closing Date"). Unless otherwise agreed by the parties in writing, in the event that any of the contingencies provided for in this Agreement are not satisfied prior to the Closing Date, this Agreement shall be null and void and of no further force and effect. The Closing shall take place in escrow as conducted by the Title Company. At closing, Seller and Purchaser shall disclose their Social Security Numbers or Federal Tax Identification Numbers for the purposes of completing state and federal tax forms.

12. **Closing Documents**.

A. At the Closing, Seller shall execute and/or deliver to Purchaser the following (collectively the "Closing Documents"):

(1) **Deed**. A Limited Warranty Deed in recordable form and reasonably satisfactory to Purchaser, which shall include the following well representations: "Seller certifies that the Seller does not know of any wells on the described Property."

(2) **Seller's Affidavit**. A standard form affidavit by Seller indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanic's liens could be filed; and that there are no other unrecorded interests in the Property.

(3) **Non-Foreign Person Certification**. A certification in form and content satisfactory to the parties hereto and their counsel, properly executed by Seller, containing such information as shall be required by the Internal Revenue Code, and the regulations issued thereunder, in order to establish that Seller is not a "foreign person" as defined in §1445(f)(3) of such Code and such regulations.

(4) **Storage Tanks**. If required, an affidavit with respect to storage tanks pursuant to Minn. Stat. § 116.48.

(5) **Well Certificate**. If there is a well located on the Property, a well disclosure certificate in form and substance true to form for recording.

(6) **Other Documents**. All other documents reasonably determined by either party or the title insurance company to be necessary to transfer and provide title insurance for the Property; and

(7) **Closing Costs.** Payment of the Closing Costs for which Seller is responsible pursuant to Section 13.B.

B. At the Closing, Purchaser shall execute and deliver to Seller the following:

(1) **Easement Agreement.** The Easement Agreement attached hereto as Exhibit D as identified in Paragraph 2 of this Agreement.

(2) **Other Documents**. All documents reasonably determined by either party or the title insurance company to be necessary to provide title insurance for the Property; and

(3) **Closing Costs.** Payment of the Closing Costs for which Purchaser is responsible pursuant to Section 13.A.

13. Closing Costs. The following costs relating to the closing of this transaction shall be paid as follows:

A. Purchaser shall pay:
   (1) The premium for owner's title insurance for the Property.

B. Seller shall pay:
   (1) Recording fees for the Easement Agreement and Limited Warranty Deed;
   (2) Costs of title insurance commitments for the Property and Easement Area;
   (3) State deed tax for the Limited Warranty Deed;
   (4) Property taxes and outstanding or currently levied special assessments;
   (5) The closing fee;
   (6) Conservation fee attributable to the Limited Warranty Dee; and
   (7) All other title, administrative, application, delivery, and recording fees associated with the conveyances and the Closing.

14. Purchaser's Contingencies. Purchaser's obligations under this Agreement are contingent upon Purchaser's satisfaction with each of the following prior to the Closing Date ("Purchaser's Contingencies"):

(a) The representations and warranties of Seller set forth in this Agreement must be true as of the date of this Agreement and on the Closing Date, and Seller shall have delivered to Purchaser at Closing a certificate dated the Closing Date, signed by Seller, certifying that such representations and warranties are true as of the Closing Date.

(b) Seller obtaining a Phase I Environmental Site Assessment as proposed for the Property by America Engineering Testing in its Proposal No. P0040358, dated January 22, 2025 ("Phase I") and Purchaser determining on or before the Closing Date, that it is satisfied, in its sole discretion, with the results of matters disclosed by the Phase I or by any additional environmental/engineering investigation or testing of the Property performed by a third-party environmental consultant approved by

Purchaser and Seller. Seller shall be responsible for the cost of obtaining the Phase I and any additional environmental/engineering investigation or testing in an amount not to exceed $2,000.00. Purchaser shall be responsible for any amount over $2,000.00 for the Phase I or additional testing. Seller shall not be responsible for the cost of any remediation disclosed by the Phase I.

(c) Seller has obtained a survey for the (i) lot line adjustment for the combination of the Property with Purchaser Parcel A and the (ii) Easement.

(d) The Property is combined with the Purchaser Parcel A under a lot line adjustment filed with Hennepin County at Closing.

If the Purchaser's Contingencies have not been satisfied on or before the Closing Date, then Purchaser may, at Purchaser's option, (a) terminate this Agreement in which case the parties will have no further rights, duties or obligations hereunder, except those obligations that expressly survive termination, or (b) waive any such unsatisfied contingency, without reduction in the amount of the Purchase Price, and proceed to Closing. The contingencies set forth in this section are for the sole and exclusive benefit of Purchaser, and Purchaser shall have the right to waive the contingencies by giving notice to Seller.

15. **<u>Seller's Contingencies</u>.** Seller's obligations under this Agreement are contingent upon Seller's satisfaction with each of the following prior to the Closing Date ("Seller's Contingencies"):

(a) The representations and warranties of Purchaser set forth in this Agreement must be true as of the date of this Agreement and on the Closing Date, and Purchaser shall have delivered to Seller at Closing a certificate dated the Closing Date, signed by Purchaser, certifying that such representations and warranties are true as of the Closing Date.

(b) Seller determining on or before the Closing Date, that it is satisfied, in its sole discretion, with the results of matters disclosed by a Phase I Environmental Audit or by any additional environmental/engineering investigation or testing of the Easement Area performed by Seller or Seller's agent.

(c) The Property is combined with the Purchaser Parcel A under a lot line adjustment filed with Hennepin County at Closing.

If the Seller's Contingencies have not been satisfied on or before the Closing Date, then Seller may, at Seller's option, (a) terminate this Agreement in which case the parties will have no further rights, duties or obligations hereunder, except those obligations that expressly survive termination, or (b) waive any such unsatisfied contingency, without reduction in the amount of the Purchase Price, and proceed to Closing. The contingencies set forth in this section are for the sole and exclusive benefit of Seller, and Seller shall have the right to waive the contingencies by giving notice to Purchaser.

16. Notices. All notices required herein shall be in writing and delivered personally or mailed to the address as shown below, and if mailed, are effective as of the date of mailing:

TO SELLER:

City of Plymouth
3400 Plymouth Boulevard,
Plymouth, MN 55447
Attn: City Manager

With a copy to:

Campbell Knutson, P.A.
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
Attn: Jared Shepherd

TO PURCHASER:

Park Nicollet Clinic
c/o HealthPartners, Inc.
8170 33rd Avenue South
Bloomington, MN 55425
Attn: Alan Kranzo

With a copy to:

HealthPartners, Inc.
8170 33rd Avenue South
Bloomington, MN 55425
Attn: Kevin Roberge

17. Broker's Commission. Each party represents to the other that it will pay any commission or fee to any broker it has engaged in connection with the transactions contemplated by this Agreement. Seller will indemnify Purchaser from and against any and all liability to which Purchaser may be subjected by any broker's, finder's, or similar fee or commission with respect to the transactions contemplated by this Agreement to the extent such fee is attributable to any action undertaken by or on behalf of Seller or any affiliate of Seller, including any claim by Seller's broker or any employee or agent of Seller's broker. Purchaser will indemnify Seller from and against any and all liability to which Seller may be subjected by reason of any broker's, finder's or similar fee or commission with respect to the transactions contemplated by this Agreement to the extent such fee is attributable to any action undertaken by or on behalf of Purchaser or any affiliate of Purchaser, including any claim by Purchaser's broker or any employee or agent of Purchaser's broker.

18. Default.

A. Default by Purchaser. If Purchaser defaults under this Agreement, Seller shall have the right as its sole and exclusive remedy to terminate this Agreement by giving written notice to Purchaser.

B. Default by Seller. If Seller defaults under this Agreement, Purchaser shall have the right as its sole and exclusive remedy to terminate this Agreement by giving written notice to Seller.

19. Minnesota Law. This contract shall be governed by the laws of the State of Minnesota.

20. Severability. If any provision of this Agreement is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

21. Entire Agreement; Modification. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.

22. Time is of the Essence. Time is of the essence for all provisions of this Purchase Agreement.

23. Signatures by Counterpart; Facsimile or Electronic Mail. This Agreement may be executed in counterparts. Signatures may be made electronically and transmitted via facsimile or in "PDF" format via e-mail.

[Signatures on following page]

The Purchaser agrees to buy the Property for the price and terms and conditions set forth above.

PURCHASER:
PARK NICOLLET CLINIC

By:_________________________ 01.29.2025

Print Name: Alan Kranzo

Its: VP, Real Estate, Planning & Construction

The Seller agrees to sell the Property for the price and terms and conditions set forth above.

SELLER:
CITY OF PLYMOUTH

By:______________________________
Jeffry Wosje, Mayor

And:_____________________________
Dave Callister, City Manager

EXHIBIT A
Legal Description of Property

That part of Tract D, Registered Land Survey No. 187, Hennepin County, Minnesota, lying southeasterly of the following described line:

Commencing at the southwest corner of said Tract D; thence North 89 degrees 33 minutes 30 seconds East, assumed bearing along the south line of said Tract D, a distance of 174.19 feet to the northwest corner of Lot 1, Block 1, PARK NICOLLET PLYMOUTH ADDITION, according to the recorded plat thereof, said county, and the point of beginning of said line to be described; thence North 44 degrees 12 minutes 54 seconds East along the northeasterly extension of northwest line of said Lot 1, a distance of 63.24 feet to the northeasterly line of said Tract D, and said line there terminating.

EXHIBIT B
Legal Description of Easement Area

That part of Outlot A, PARK NICOLLET PLYMOUTH ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, described as follows:

Commencing at the most northerly northeast corner of said Outlot A, said corner also being the northwest corner of Lot 1, Block 1, said plat; thence South 89 degrees 33 minutes 30 seconds West, assumed bearing along the north line of said Outlot A, a distance of 84.35 feet to the point of beginning; thence South 44 degrees 12 minutes 54 seconds West, along a line parallel with and 60.00 feet northwesterly of, as measured perpendicular to, the southeast line of said Outlot A, a distance of 189.74 feet; thence North 45 degrees 47 minutes 06 seconds West 3.00 feet; thence North 44 degrees 12 minutes 54 seconds East 76.71 feet; thence North 29 degrees 47 minutes 56 seconds East 90.62 feet to said north line of Outlot A; thence North 89 degrees 33 minutes 30 seconds East 35.94 feet to the point of beginning.

EXHIBIT C
Legal Description of Remnant Parcel

Tract D, REGISTERED LAND SURVEY NO. 187, Hennepin County, Minnesota

EXCEPT that part of said Tract D lying southeasterly of the following described line:

Commencing at the southwest corner of said Tract D; thence North 89 degrees 33 minutes 30 seconds East, assumed bearing along the south line of said Tract D, a distance of 174.19 feet to the northwest corner of Lot 1, Block 1, PARK NICOLLET PLYMOUTH ADDITION, according to the recorded plat thereof, said county, and the point of beginning of said line to be described; thence North 44 degrees 12 minutes 54 seconds East along the northeasterly extension of northwest line of said Lot 1, a distance of 63.24 feet to the northeasterly line of said Tract D, and said line there terminating.

EXHIBIT D
Easement Agreement

(Reserved for recording)

GRANT OF PERMANENT EASEMENT

Park Nicollet Clinic, a Minnesota nonprofit corporation hereinafter referred to as "Grantor", in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto the **CITY OF PLYMOUTH**, a municipal corporation organized under the laws of the State of Minnesota, the Grantee, hereinafter referred to as the "City", its successors and assigns, forever, a permanent easement for public roadway and drainage and utility purposes over, on, across, under and through the land situated in the County of Carver, State of Minnesota, legally described on the attached Exhibit "A" and as depicted on the attached Exhibit "B" (the "Easement Premises").

INCLUDING the rights of the City, its contractors, agents, servants, and assigns, to enter upon the Easement Premises at all reasonable times to construct, reconstruct, inspect, repair, and maintain said public roadway and drainage and utility systems over, across, on, under, and through the Easement Premises, together with the right to grade, level, fill, drain, pave, and excavate the Easement Premises, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said public roadway and drainage and utility systems. The City, at its sole cost, shall be responsible for all necessary maintenance, repair, and replacement of the Easement Premises and all improvements constructed or installed on the Easement Premises, including, without limitation, snow removal.

The above-named Grantor, for itself, successors and assigns, does covenant with the City, its successors and assigns, that it is well seized in fee title of the Easement Premises; that it has the sole right to grant and convey the easement to the City; that there are no unrecorded interests in the Easement Premises; and it will indemnify and hold the City harmless for any breach of the foregoing covenants.

IN TESTIMONY WHEREOF, the Grantor hereto has signed this easement this _____ day of _______________________, 2025.

GRANTOR:
PARK NICOLLET CLINIG

By:__________________________________
__________________________ [Print Name]
Its ________________________ [Title]

STATE OF MINNESOTA)
)ss.
COUNTY OF _________)

The foregoing instrument was acknowledged before me this _____ day of ____________, 2025, by __________________________, the ______________________________ of **PARK NICOLLET CLINIC**, a Minnesota nonprofit corporation, on behalf of said entity.

____
Notary Public

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: 651-452-5000
AMP/smt

233956v6

EXHIBIT "A"
TO
GRANT OF PERMANENT EASEMENT

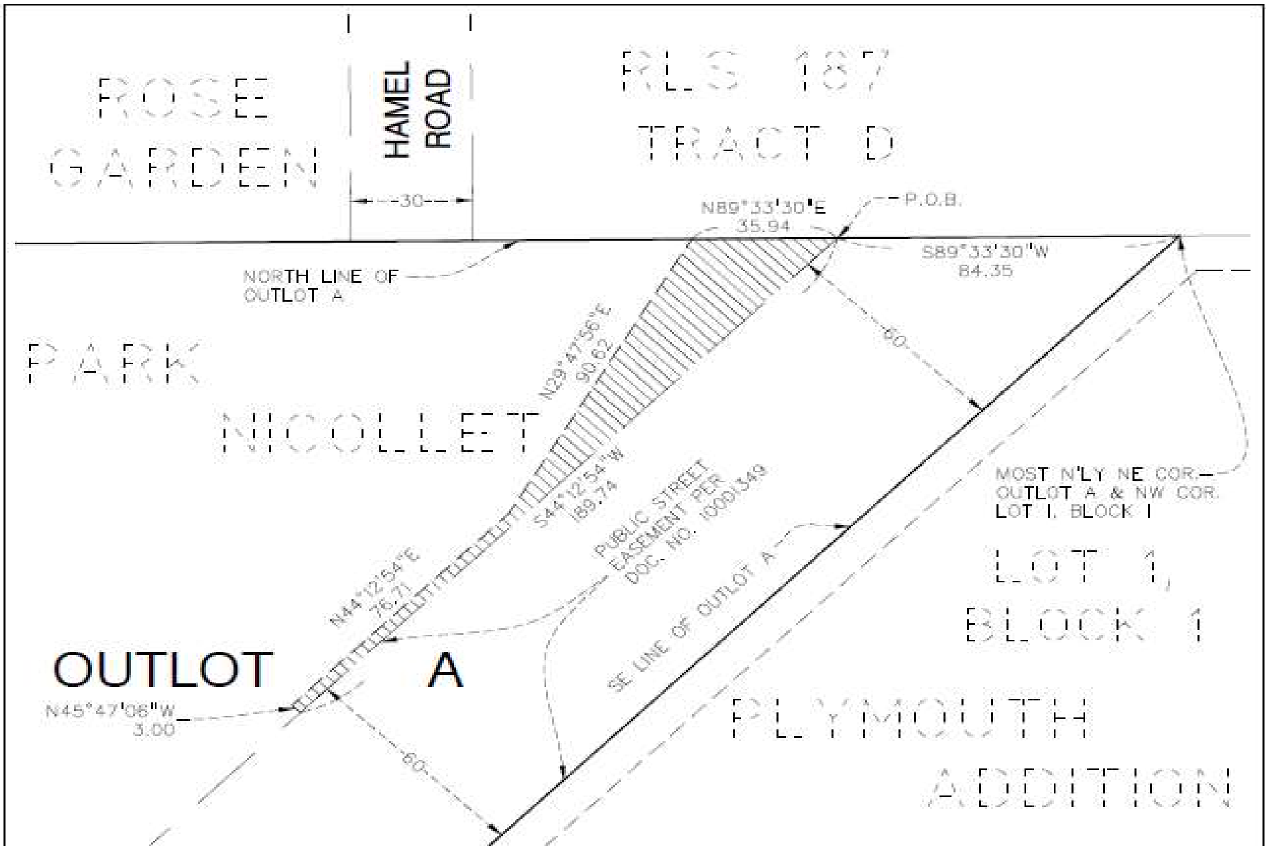
Legal Description

That part of Outlot A, PARK NICOLLET PLYMOUTH ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, described as follows:

Commencing at the most northerly northeast corner of said Outlot A, said corner also being the northwest corner of Lot 1, Block 1, said plat; thence South 89 degrees 33 minutes 30 seconds West, assumed bearing along the north line of said Outlot A, a distance of 84.35 feet to the point of beginning; thence South 44 degrees 12 minutes 54 seconds West, along a line parallel with and 60.00 feet northwesterly of, as measured perpendicular to, the southeast line of said Outlot A, a distance of 189.74 feet; thence North 45 degrees 47 minutes 06 seconds West 3.00 feet; thence North 44 degrees 12 minutes 54 seconds East 76.71 feet; thence North 29 degrees 47 minutes 56 seconds East 90.62 feet to said north line of Outlot A; thence North 89 degrees 33 minutes 30 seconds East 35.94 feet to the point of beginning.

EXHIBIT "B"
TO
GRANT OF PERMANENT EASEMENT

<u>Depiction</u>



<u>EASEMENT AREA LEGAL DESCRIPTION</u>
That part of Outlot A, PARK NICOLLET PLYMOUTH ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, described as follows:

Commencing at the most northerly northeast corner of said Outlot A, said corner also being the northwest corner of Lot 1, Block 1, said plat; thence South 89 degrees 33 minutes 30 seconds West, assumed bearing along the north line of said Outlot A, a distance of 84.35 feet to the point of beginning; thence South 44 degrees 12 minutes 54 seconds West, along a line parallel with and 60.00 feet northwesterly of, as measured perpendicular to, the southeast line of said Outlot A, a distance of 189.74 feet; thence North 45 degrees 47 minutes 06 seconds West 3.00 feet; thence North 44 degrees 12 minutes 54 seconds East 76.71 feet; thence North 29 degrees 47 minutes 56 seconds East 90.62 feet to said north line of Outlot A; thence North 89 degrees 33 minutes 30 seconds East 35.94 feet to the point of beginning.

EASEMENT AREA

N

0 20 40 80
SCALE IN FEET

Design File: 7230121	Checked By: DE
Dwg Name: EASEMENT EXHIBIT	Drawn By: DE
Date: 12/18/24	Scale: 1" = 40'

HAMEL ROAD PROJECT
EASEMENT AREA EXHIBIT
PLYMOUTH, MINNESOTA

Alliant Engineering, Inc.
733 Marquette Ave, Ste 700
Minneapolis, MN 55402
612.758.3080 MAIN
612.758.3099 FAX
www.alliantinc.com

233956v6

CITY OF PLYMOUTH

RESOLUTION NO. 2025-054

RESOLUTION APPROVING THE CONVEYANCE OF REAL PROPERTY AND ACQUISITION OF RIGHT OF WAY EASEMENT FOR THE HAMEL ROAD EXTENSION

WHEREAS, the City of Plymouth ("City") is the fee owner of property abutting Hamel Road and Highway 55, PID Number 1811822120007, and is legally described as Tract D, Registered Land Survey No. 187, Hennepin County, Minnesota ("City Property"); and

WHEREAS, Park Nicollet Clinic ("Buyer") is the fee owner of that certain real property located at 4155 County Road No. 101, Plymouth, MN 55446, ("Buyer's Property A"), which abuts the City Property; and

WHEREAS, Buyer has requested to acquire the part of the City Property that is legally described in Exhibit A attached hereto (the "Property"), which parcel is to be divided from the City Property and combined with the Buyer's Property A; and

WHEREAS, the City will retain the remainder of the City Property for City use; and

WHEREAS, Buyer is also the fee owner of that certain real property located at which abuts the City Property, PID Number 1811822130005 ("Buyer's Property B"); and

WHEREAS, the City desires to acquire an easement for right of way over Buyer's Property B for the realignment of Hamel Road, which is easement is legally described in Exhibit B ("Easement"); and

WHEREAS, the City has determined that it has no need for the Property and has determined that is has limited value to the City, and desires to convey the Property to Buyer in exchange for the easement as provided in the terms of the purchase agreement presented to the City Council; and

WHEREAS, as a condition of conveyance the Property must be combined with the Buyer's Property A as a lot line adjustment; and

WHEREAS, Minnesota Statutes § 462.356, subd. 2 requires that the Planning Commission review the City's proposed acquisitions and dispositions of property; and

WHEREAS, the Planning Commission met on January 15, 2025, and made findings that the acquisition conforms with the City's Comprehensive Plan; and

WHEREAS, before the City may dispose of real property, the City Charter requires the City to hold a public hearing for the proposed disposition preceded by 10 days' published notice; and

WHEREAS, ten days published notice of the hearing was given and the City Council has conducted a public hearing on February 11, 2025, at which all persons desiring to be heard were given an opportunity to be heard on the disposition of the Property.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA:

1. The land conveyance is hereby approved by the City Council.

2. The purchase agreement is hereby approved with a sale price of $1, in addition to acquisition of right of way easement to realign Hamel Road.

3. The City Attorney and City staff are authorized to finalize all documents necessary to complete the conveyance of the Property, including minor but non-substantive edits of said documents.

4. The Mayor and City Manager are authorized to execute any and all documents necessary and required under the terms of the agreement to affect the conveyance of the Property.

5. Staff is authorized to complete and file lot line adjustments and lot combinations after land conveyance and right of way easement acquisition.

6. The right of way easement is hereby approved by the City Council.

APPROVED by the City Council on this 11th day of February, 2025.

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The undersigned, being the duly qualified and appointed City Clerk of the City of Plymouth, Minnesota, certifies that I compared the foregoing resolution adopted at a meeting of the Plymouth City Council on February 11, 2025, with the original thereof on file in my office, and the same is a correct transcription thereof.

WITNESS my hand officially as such City Clerk and the corporate seal of the city this ____________day of ____________________, ___________.

____
City Clerk

Regular City Council
February 11, 2025
Agenda Number: 8.1

To:	Dave Callister, City Manager
Prepared by:	Mike Payne, City Engineer/Deputy Public Works Director
Reviewed by:	Michael Thompson, Public Works Director
Item:	**Approve plans and specifications and order advertisement for bids for the Chankahda Trail Reconstruction Project - Phase 3 (ST240002)**

1. Action Requested:

Adopt attached resolutions approving plans and specifications and ordering advertisement for bids for the Chankahda Trail Reconstruction Project – Phase 3 (ST240002).

2. Background:

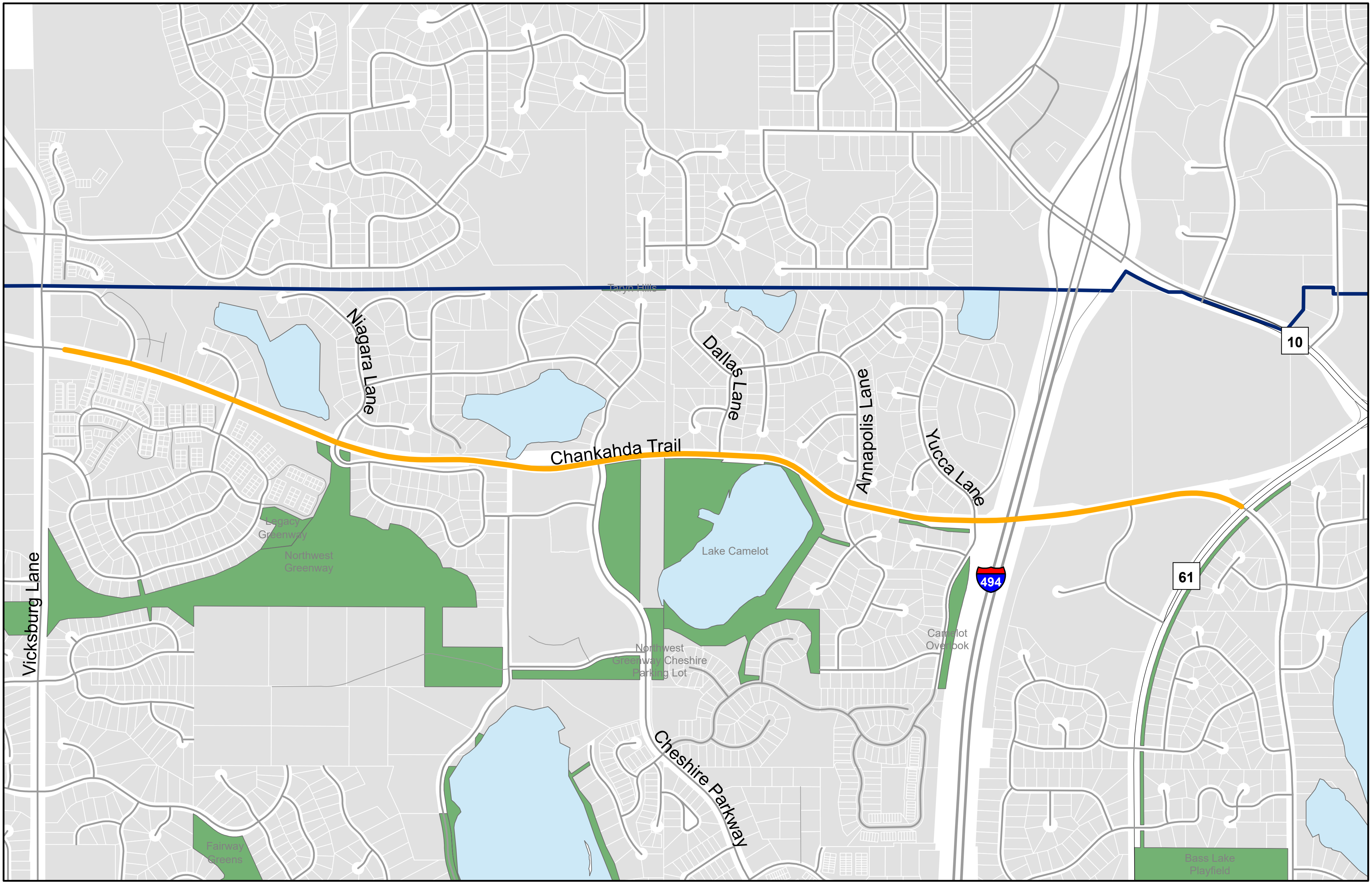
This project is the third and final phase of the full reconstruction of the Chankahda Trail corridor and includes Chankahda Trail from Vicksburg Lane to County Road 61 (Northwest Boulevard). This project is included in the 2025-2034 Capital Improvement Plan (CIP) with construction scheduled to occur from 2025 through 2026. Chankahda Trail from Vicksburg Lane to Cheshire Parkway would be constructed in 2025 and the remaining section from Cheshire Parkway to Northwest Boulevard would follow in 2026 as detailed in the attached phasing map.Improvements with the project are consistent with the previous two phases and include reconstructing the roadway to meet city standards, trail construction, signal improvements, and storm sewer and storm water improvements. Council designated Kimley-Horn and Associates as the consulting engineer for the project in November of 2023. Bids for this project are scheduled to be received on March 21, 2025, with a project award recommendation anticipated for the April 8, 2025 council meeting.

3. Budget Impact:

This project is included in the 2025-2034 Capital Improvement Plan at an estimated cost of $16 million. The project may be funded through a combination of an Interfund Loan and the Street Reconstruction Fund and reimbursement by TIF funding.

4. Attachments:

1. Location Map
2. Project Phasing
3. City Council Resolution 2025-055



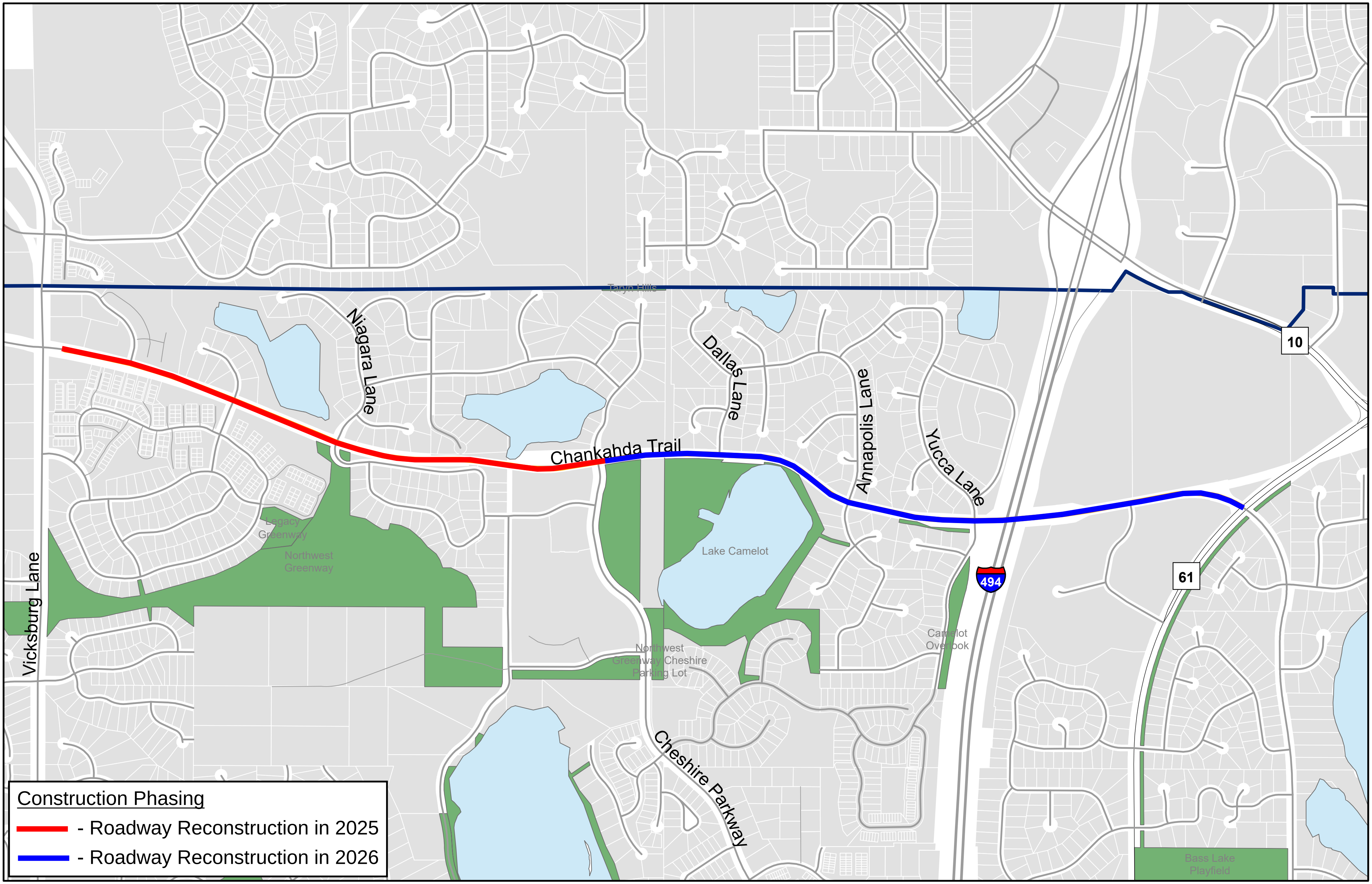
N

0 1,000 Feet

Chankahda Trail
Reconstruction - Phase 3
City Project ST240002

City of Plymouth

THIS REPRESENTS A COMPILATION OF INFORMATION AND DATA FROM CITY, COUNTY, STATE AND OTHER SOURCES THAT HAS NOT BEEN FIELD VERIFIED. INFORMATION SHOULD BE FIELD VERIFIED AND COMPARED WITH ORIGINAL SOURCE DOCUMENTS.



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Chankahda Trail
Reconstruction - Phase 3
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CITY OF PLYMOUTH

RESOLUTION NO. 2025-055

RESOLUTION APPROVING PLANS AND SPECIFICATIONS, AND ORDERING ADVERTISEMENT FOR BIDS FOR THE CHANKAHDA TRAIL RECONSTRUCTION PROJECT – PHASE 3 (ST240002)

WHEREAS, the Chankahda Trail Reconstruction Project – Phase 3 (ST240002) is included in the 2025-2034 Capital Improvement Plan (CIP) for construction in 2025 and 2026; and

WHEREAS, pursuant to a resolution of the City Council adopted November 28, 2023, Kimley-Horn and Associates has been designated as the city's consulting engineer for the project; and

WHEREAS, the engineer has prepared Plans and Specifications for improvement No. ST240002, the Chankahda Trail Reconstruction Project – Phase 3, including Chankahda Trail between Vicksburg Lane and Northwest Boulevard by pavement reconstruction, trail construction, traffic signal improvement, utility, and storm water improvements, and all necessary appurtenances, and has presented such Plans and Specifications to the Council for approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA:

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.

2. The City Clerk shall prepare and cause to be inserted in the official paper and on Quest CDN an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published two times, shall specify the work to be done, shall state that bids will be received online by QuestCDN until 10:00 a.m. on March 21, 2025, at which time they will be publicly displayed in the City Council Chambers of the Plymouth City Center building at 3400 Plymouth Boulevard, Plymouth, Minnesota, by the City Engineer and City Clerk, will then be tabulated, and will be considered by the council at 7:00 p.m. on April 8, 2025, in the Council Chambers. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless submitted online via the QuestCDN bidding site and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City Clerk for five percent of the amount of such bid.

APPROVED by the City Council on this 11th day of February, 2025.