

**CITY OF PLYMOUTH  
AGENDA  
Regular City Council  
Council Chambers  
3400 Plymouth Boulevard, Plymouth, MN  
March 25, 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 three minutes is allotted per individual with a total of 15 minutes 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.

- 3.1** Public Forum Comments
1. Submitted Public Comments

**4. PRESENTATIONS AND PUBLIC INFORMATION ANNOUNCEMENTS**

- 4.1** Swearing in of part-time on-call firefighters Aaron Baruch, Daniel Fenske, Cooper Rasmus and Fire Cadet Anthony Moscoso (City Clerk Jodi Gallup)

- 4.2** Receive update from Three Rivers Park District Commissioner Marge Beard
1. Presentation

**5. APPROVE AGENDA** - Council members 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 council member or individual 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. March 13 Special
  2. March 13 Regular
- 6.2** Approve disbursements
1. Invoice Expense Distribution
  2. City Council Resolution 2025-084

- 6.3** Approve Enterprise Resource Planning (ERP) contracts with Workday and Strada
1. Study session presentation - ERP
  2. ERP Memo
  3. Workday contract
  4. Strada Statement of Work (SOW)
  5. Strada Framework Services Agreement
  6. City Council Resolution 2025-085
- 6.4** Approve first amendment to the lease agreement with T-Mobile Central LLC for the Bass Lake Playfield monopole located at 5450 Northwest Boulevard
1. Location Map
  2. Original Lease
  3. Lease Amendment
  4. City Council Resolution 2025-086
- 6.5** Approve annual update to the zoning ordinance, zoning map, and city code (City of Plymouth - 2025006)
1. Planning Commission Minutes
  2. Planning Commission Report
  3. Letter to C-1 Owners
  4. Letter to Rational Energies PUD Owner
  5. City Council Ordinance 2025-02
  6. City Council Ordinance 2025-03
  7. City Council Resolution 2025-087
- 6.6** Approve Audio/Video upgrades and improvements to Medicine Lake Conference Room at City Hall
1. Bid Evaluation
  2. Minnesota State Contract
  3. iSpace Agreement
  4. City Council Resolution 2025-088
- 6.7** Approve purchase of replacement mowers for use in Park and Forestry Division
1. Toro Groundsmaster - Quote
  2. Toro Sand Pro - Quote
  3. City Council Resolution 2025-089
- 6.8** Approve updates to the City of Plymouth Engineering Guidelines and Standard Detail Specifications
1. 2025 Recap of Changes
  2. City Council Resolution 2025-090

## **7. PUBLIC HEARINGS**



## **8. GENERAL BUSINESS**

- 8.1** Approve grant agreement with the Minnesota Department of Public Safety, Office of Homeland Security and Emergency Management for the Urban Area Security Initiative (UASI)
1. UASI Award Letter
  2. Vehicle Specifications Sheet
  3. City Council Resolution 2025-091

## **9. REPORTS AND STAFF RECOMMENDATIONS**

## **10. ADJOURNMENT**



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**To:** Dave Callister, City Manager

**Prepared by:**

**Reviewed by:**

**Item:** Public Forum Comments

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**1. Action Requested:**

**2. Background:**

**3. Budget Impact:**

**4. Attachments:**

1. Submitted Public Comments

Plymouth city council open forum – Tues, March 25, 2025

Mayor and council members.

It's been over a year since the council approved the construction of a cricket ground at the Meadows Park site. It was the culmination of advocacy by the community, and the council's embrace of diversity and inclusion. The cricket fraternity will forever be grateful for that.

The ground and the pitch are nearing completion, and it is my understanding that the inauguration, or "ribbon cutting ceremony" as it is popularly known as among lawmakers, will be scheduled for some time later this spring, early summer. As a lifelong cricket aficionado, and someone who helped in the advocacy for the ground, I find it hard to hide my excitement.

I am here to talk about something else as well. As JT and her Parks and Rec team works with cricketers and cricket clubs, there is a potential for the "relatively wealthier" clubs to dominate use of time on the ground by booking slots of times in advance. The "not-so-rich" organizations, and individual players who are not members of clubs, will perhaps find it difficult to avail of the facility, either completely, or if they do get a chance to play, it might be on days and times that will not be ideal for them. It is, therefore, my sincere request to PRAC and the council to keep equity and inclusion top of mind when playing time is allotted to teams and players.

Although I have brought it up with JT and a couple of council members, I also want to share that cricket fans are crazy about their heroes – both past and present. Nothing else will bring more cricket lovers from the community for the inauguration than having a star cricketer for the ribbon cutting ceremony. Please consider bringing someone of cricket fame on the occasion. It will be well worth the money spent (not a lot, I may add), and will help our city's marketing efforts as well.

The cricket community is grateful to the Council and PRAC for hearing the voices of the city's residents. The CMs are as excited about the project as we are, and it shows. Thank you for letting me speak this evening.

Dr Milind Sohoni  
Plymouth



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**To:** Dave Callister, City Manager

**Prepared by:** Rodger Coppa, Fire Chief

**Reviewed by:** Erik Fadden, Public Safety Director

**Item:** **Swearing in of part-time on-call firefighters Aaron Baruch, Daniel Fenske, Cooper Rasmus and Fire Cadet Anthony Moscoso (City Clerk Jodi Gallup)**

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**1. Action Requested:**

N/A

**2. Background:**

N/A

**3. Budget Impact:**

N/A

**4. Attachments:**

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**To:** Dave Callister, City Manager

**Prepared by:** Jodi Gallup, City Clerk

**Reviewed by:** Maria Solano, Deputy City Manager

**Item:** **Receive update from Three Rivers Park District  
Commissioner Marge Beard**

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**1. Action Requested:**

Receive update from Three Rivers Park District Commissioner Marge Beard.

**2. Background:**

Three Rivers Park District Commissioner Marge Beard will be at the meeting to provide an update to the council.

**3. Budget Impact:**

Not applicable.

**4. Attachments:**

1. Presentation



*ThreeRivers*

PARK DISTRICT

**Marge Beard**

Commissioner,

District 1

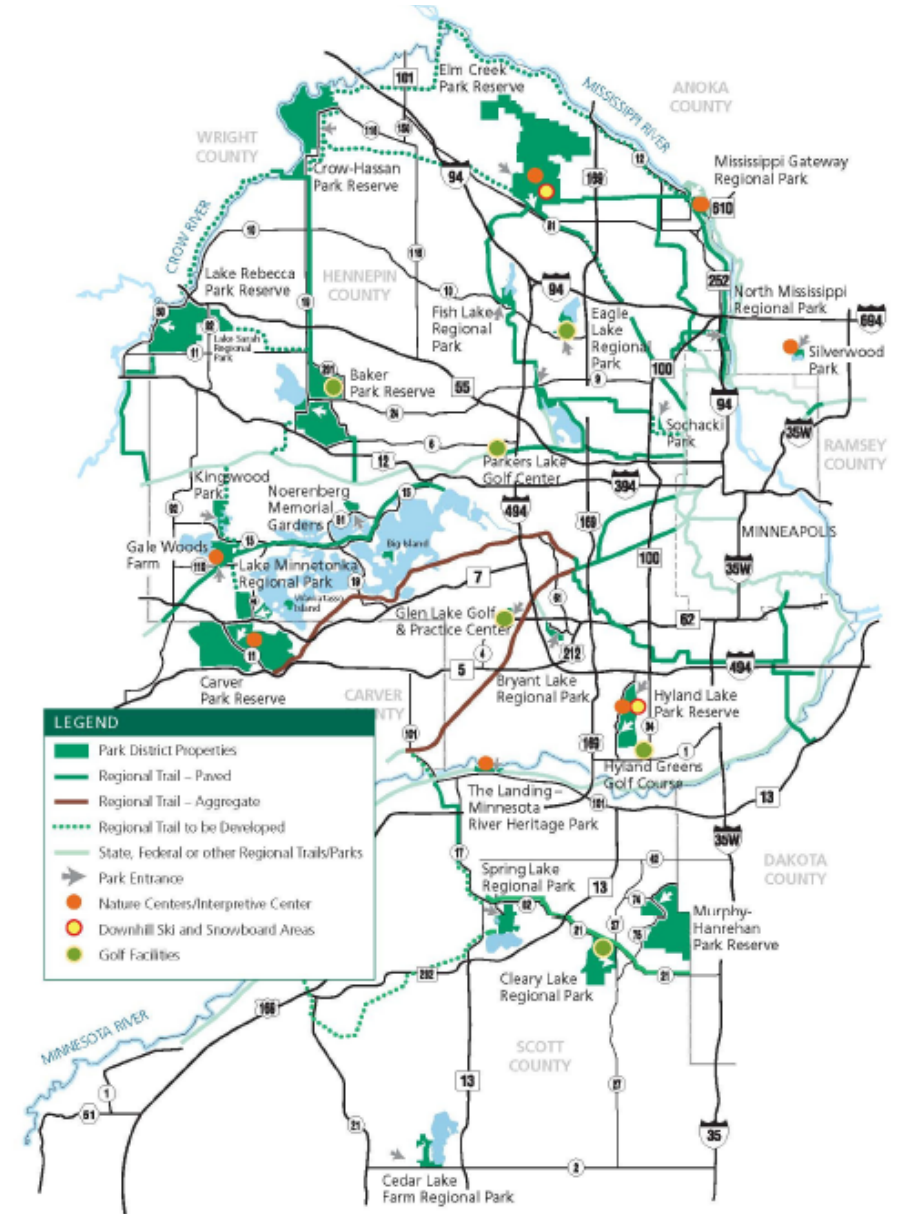
**Our mission:**  
**Promote environmental stewardship  
through recreation and education in a  
natural resources-based park system.**

# Who we are

- **Park District was established in 1957 by state Legislature**
- **Board of Commissioners – 5 elected; 2 appointed**
- **Three Rivers Park District includes suburban Hennepin County**
- **Partnership with Scott County**
- **We partner with other agencies to manage some facilities**



- 25 parks and park reserves
- 27,000 acres of land
- 175 miles of regional trails
- 300 miles of trails within our parks
- 15 million visits per year



# Natural Resources



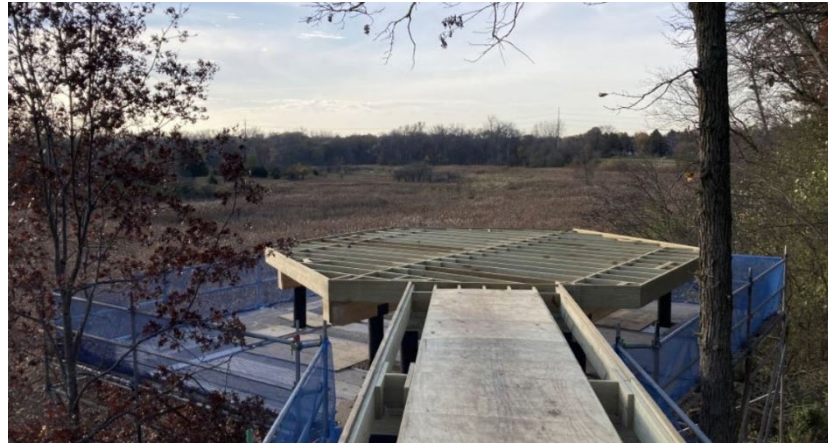


# Recreation





# Mississippi Gateway Redevelopment

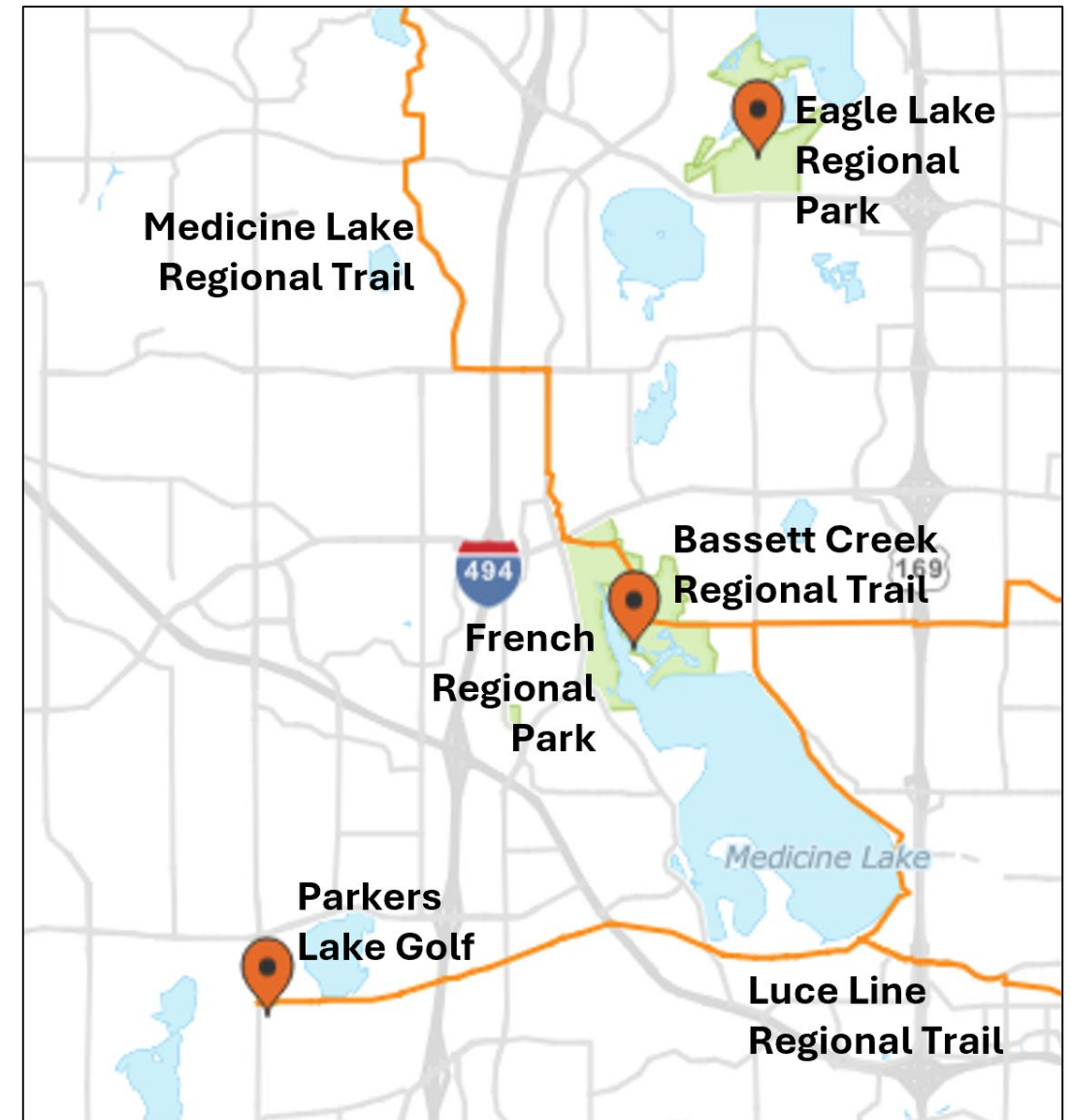




# Bloomington Partnership



# Three Rivers parks and trails in Plymouth





# Moving forward



**We're always interested in talking about potential partnerships and how we can do an even better job serving residents of our communities.**

# Thank you!

Comments/questions?





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**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:**

Not Applicable.

**3. Budget Impact:**

Not Applicable.

**4. Attachments:**

1. March 13 Special
2. March 13 Regular

# **Proposed Minutes Special Council Meeting March 13, 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 March 13, 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, Fire Chief Coppa, Public Works Director Thompson, Community and Economic Development Director Fernelius, Housing Manager Schmidt, Parks and Recreation Director Tomlinson, Finance Director Rich, Human Resources Director Timpone, Human Resources Generalist Finn, Assistant Finance Director Vadnais, Management Intern Nissen, and City Clerk/Administrative Coordinator Gallup.

## **Closed Meeting per State Statute 13D.03, Subdivision 1(b) for labor strategy discussion**

Motion was made by Councilmember Peterson and seconded by Councilmember Spoonheim, to go into closed meeting per State Statute 13D.03, Subdivision 1(b) for labor strategy discussion. With all members voting in favor, the motion carried.

Mayor Wosje ended the closed session at 6:14 p.m.

## **Affordable Housing Trust Fund Discussion**

Community and Economic Development Director Fernelius and Ehlers Financial Advisor Stacie Kvilvang provided background information on establishing a Housing Trust Fund.

Council asked questions and provided direction to draft a housing trust fund ordinance for further consideration.

Mayor Wosje recessed the special meeting at 6:55 p.m.

Mayor Wosje reconvened the special meeting at 8:05 p.m.

## **Station 73 TRIP Project Update**

Public Works Director Thompson provided an update on the Station 73 TRIP Project and federal funding.

Council asked questions and provided feedback.

### **Select Planning Commission Interview Candidates**

Council reviewed planning commission applications and selected candidates to interview on March 25.

### **Set Future Study Sessions**

The following study session was scheduled:

- Discuss Housing Trust Fund ordinance on April 22 at 5 p.m.

### **Adjournment**

Mayor Wosje adjourned the meeting at 8:38 p.m.

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Jodi M. Gallup, City Clerk/Administrative Coordinator

# **Proposed Minutes Regular City Council Meeting March 13, 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 March 13, 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, Community and Economic Development Director Fernelius, Parks and Recreation Director Tomlinson, Finance Director Rich, Human Resources Director Timpone, Housing Manager Schmidt, Recreation Manager Hemp, Communications Manager Kastner, Volunteer Coordinator Maas, Senior Planner Berglund, City Attorney Mattick, Management Intern Nissen, and City Clerk/Administrative Coordinator Gallup.

## **Plymouth Forum**

There was no one to speak at the forum.

## **Presentations and Public Information Announcements**

### **(4.1) Presentation from CCX Media**

CCX Media Executive Director Shannon Slatton and CCX Media Government and Community Affairs Liaison Dave Kiser provided a summary of CCX Media's role in today's market, their coverage area, and their desire for continued resident access. They also discussed the decrease in funding and described the two bills that are currently in the House and Senate.

### **(4.2) Recognize outgoing Volunteer Coordinator Jackie Maas**

Parks and Recreation Director Tomlinson recognized Volunteer Coordinator Jackie Maas for her incredible work for the City of Plymouth over the past 17 years. Mayor Wosje read a proclamation declaring April 4, 2025, as Jackie Maas Day in the City of Plymouth. The City Council and staff thanked Ms. Maas for all of her work on behalf of the City.

## **Approval of Agenda**



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

### **Consent Agenda**

Motion was made by Councilmember Peterson, and seconded by Councilmember Nelson, to adopt the Consent Agenda that included the following items:

- (6.1) Council minutes from regular meeting of February 25, 2025.
- (6.2) Resolution approving disbursements ending February 28, 2025 (Res2025-075).
- (6.3) Resolution approving final closeout for the 2023 City Center Pavement Rehabilitation Project (ST230001) (Res2025-076).
- (6.4) Resolution approving final closeout for the Nathan Lane area Pavement Rehabilitation Project (ST249005) (Res2025-077).
- (6.5) Resolution approving the bid and authorize reconstruction of the Plymouth Ice Center rear parking lot, culvert extension and trail (SRP202201) (Res2025-078).
- (6.6) Resolution approving final closeout for the Pineview Lane and Plum Tree East Rehabilitation Project (ST229002) (Res2025-079).
- (6.7) Resolution supporting the City of Plymouth's application for funding for parcel acquisition through the State Outdoor Recreation Grant (Res2025-080).
- (6.8) Resolution approving acquisition of easements at lots 1 & 2, block 1, Lake Camelot Estates 3rd Addition, 2024 Sanitary Sewer Lining and Maintenance Project (SS249001) (Res2025-081).
- (6.9) Resolution awarding contract for the elevator modernization at Plymouth Towne Square (Res2025-082).
- (6.10) Resolution approving Cooperative Agreement for the MnDOT Highway 169 and Shelard Parkway Improvements 2772-132 (ST259008) (Res2025-083).

With all members voting in favor by roll call vote, the motion carried.

### **Public Hearings**

There were no public hearings.

### **General Business**

**(8.1) Zoning ordinance text amendment request to add tobacco or e-cigarette shops as a permitted use within the C-3, highway commercial zoning district (Hietham Zemam - 2025001)**

Senior Planner Berglund presented this item, described the current zoning requirements for a C-3 district, and stated the applicant is requesting a tobacco or e-cigarette shop be allowed in the C-3 district. He described current and potential properties that would be affected by the potential zoning change.

In response to questions from the City Council, Senior Planner Berglund and City Attorney Mattick provided the following information:

- Stand-alone tobacco and e-cigarette shops would be approximately 500 feet from a school
- There is no buffer requirement for a stand-alone tobacco or e-cigarette shop
- The only requirement would be to receive an annual license
- Once a license is awarded, it can not be taken away
- City code distinguishes between a stand-alone shop versus an accessory but only currently in districts C-2 and C-4.

City Clerk/Administrative Coordinator Gallup noted some surrounding cities have capped the number of exclusive tobacco and e-cigarette shops.

Hietham Zemam, 929 Portland Avenue, explained how stand-alone tobacco or e-cigarette shops can limit access to underage people and have trained staff to ID each person making a purchase.

City Council discussed various options and potential concerns to the zoning ordinance amendment. Some of the options included: rezoning change in the future, storefront limitations, further discussion at a later date, risk of losing the free market, proximity to schools, license limitations, and the economic impact on the city.

Public Safety Director Fadden stated he does not see any additional issues that would arise.

Motion was made by Councilmember Spoonheim, and seconded by Councilmember Gregor, to table this item to April 22, 2025, and direct staff to bring back an analysis on buffer spacing and license limits. With members Spoonheim, Gregor, Nelson, and Pointner voting in favor, and members Peterson, Aldrich, and Wosje voting against, the motion carried 4-3.

## **Reports and Staff Recommendations**

There were no reports or staff recommendations.

## **Adjournment**

Mayor Wosje adjourned the regular meeting at 8:01 p.m.

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Jodi Gallup, City Clerk/Administrative Coordinator

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**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 3/14/2025.

**3. Budget Impact:**

Not applicable.

**4. Attachments:**

1. Invoice Expense Distribution
2. City Council Resolution 2025-084

Invoice Expense Distribution for Period Ended 3/14/25 Council Meeting 3/25/25

|      |     |                                  |            |
|------|-----|----------------------------------|------------|
| FUND | 100 | General Fund                     | 444,824.86 |
|      | 200 | Recreation Fund                  | 65,061.54  |
|      | 210 | Parker's Lake Cemetery Maint     | 0.00       |
|      | 215 | Destination Marketing Org Fund   | 23,918.76  |
|      | 220 | Transit System Fund              | 490,446.94 |
|      | 234 | Economic Development Fund        | 0.00       |
|      | 240 | Lawful Gambling                  | 0.00       |
|      | 250 | Comm Dev Block Grant Fund        | 2,539.00   |
|      | 254 | HRA Section 8 Fund               | 1,933.30   |
|      | 254 | HAP Check Summary                | 355,728.87 |
|      | 258 | HRA General Fund                 | 827.16     |
|      | 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    | 42,232.30  |
|      | 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 | 439,968.06 |
|      | 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   | 0.00       |
|      | 432 | TIF 7-8 Quest                    | 0.00       |
|      | 433 | TIF 7-9 Four Seasons             | 0.00       |
|      | 434 | TIF 7-10 Sands                   | 0.00       |
|      | 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         | 0.00       |
|      | 500 | Water Fund                       | 107,139.88 |
|      | 510 | Water Resources Fund             | 268,984.64 |
|      | 520 | Sewer Fund                       | 14,986.69  |
|      | 530 | Solid Waste Management Fund      | 0.00       |
|      | 540 | Ice Center Fund                  | 54,920.71  |
|      | 550 | Field House Fund                 | 10,058.44  |
|      | 600 | Central Equipment Fund           | 145,517.39 |
|      | 610 | Public Facilities Fund           | 88,266.63  |
|      | 620 | Information Technology Fund      | 64,287.19  |
|      | 630 | Risk Management Fund             | 12,302.17  |
|      | 640 | Employee Benefits Fund           | 374,555.62 |
|      | 660 | Resource Planning                | 4,262.00   |
|      | 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:

**3,012,762.15**



# CITY OF PLYMOUTH

## RESOLUTION No. 2025-084

### RESOLUTION APPROVING DISBURSEMENTS ENDING MARCH 14, 2025

WHEREAS, a list of disbursements for the period ending March 14, 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     | \$ 1,026,791.10    |
| Construction & Debt Service   | \$ 482,200.36      |
| Enterprise & Internal Service | \$ 1,145,281.36    |
| Housing Redevelopment         | <u>\$ 2,760.46</u> |
| Check Register Total          | \$ 2,657,033.28    |

#### US Bank – Housing Assistance Payments

|                                   |                      |
|-----------------------------------|----------------------|
| Housing & Redevelopment Authority | <u>\$ 355,728.87</u> |
|                                   | \$ 355,728.87        |

GRAND TOTAL FOR ALL FUNDS \$ 3,012,762.15

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

|                        |                 |
|------------------------|-----------------|
| EFT                    | 127,285.01      |
| Check (#173557-173881) | 2,529,748.27    |
| Total                  | \$ 2,657,033.28 |

APPROVED by the City Council on this 25th day of March, 2025.

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**To:** Dave Callister, City Manager

**Prepared by:** Andrea Rich, Finance Director

**Reviewed by:** Maria Solano, Deputy City Manager

**Item:** **Approve Enterprise Resource Planning (ERP) contracts with Workday and Strada**

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### **1. Action Requested:**

Adopt resolution approving contracts for the Enterprise Resource Planning system and implementation consultants.

### **2. Background:**

The city's ERP (Enterprise Resource Planning) system is the backbone of all of the financial and human resource transactions (purchases, payroll, projects, utility billing, etc.) and impacts every employee within the city. The city's current ERP software is Tyler New World and has been in place since 2007.

#### Timeline

- 2022 - HR began looking for a new system and delayed in order to pursue joint HR/Finance project.
- 2023 and 2024 - 2024/25 budget approved by City Council including consulting and project management/backfill budget (\$150,000 each for 2024 and 2025).
- 2024 - Capital Improvement Plan approved by City Council including ERP.
- January 2024 - Issued request for proposal (RFP) for consulting proposals to assist in the ERP RFP.
- August 2024 - Issued ERP RFP.
- October 2024 - Received 11 RFP responses.
- November 2024 - Performed short-listed vendor demonstrations.
- January 2025 - Presented vendor recommendation to City Council (memo and presentation attached).

The recommendation is for Workday, Strada and SpryPoint. Strada is the implementation consultant for Workday (HR/Finance) and SpryPoint is the utility billing solution. Workday/Strada project will start in April 2025. The SpryPoint implementation will have a later start date, partially overlapping with the Workday implementation. The Workday and Strada contracts are part of this packet with SpryPoint to come at a later date.

### 3. Budget Impact:

Strada (Workday implementer) - 64-week contract for implementation of Workday. Milestone deliverables for a fixed fee of \$2,056,280 excluding travel estimated at \$175,000 (total including estimated travel is \$2,231,280). Contingency will be held by the city.

Workday (Finance/HR ERP) - 10-year subscription contract totaling \$2,671,850 (Y1 \$39,161, ramping up services to Y3 of \$287,386, then a 2% annual increase) plus training of \$99,010 for a total of \$2,770,860. This is based upon a calculation of users and will be adjusted annually for growth. If renewed, renewal terms are three years at 5% capped annual increase.

SpryPoint (Utility Billing) - Y1 total of \$635,550 (\$520,600 implementation and \$114,950 subscription) excluding estimated travel of \$25,000. SpryPoint contract to come at a later date.

|                                    | Strada              | Workday           | SpryPoint         | Total               |
|------------------------------------|---------------------|-------------------|-------------------|---------------------|
| <b>Uses:</b>                       |                     |                   |                   |                     |
| Year 1 Subscription/Training Costs | \$ -                | \$ 125,296        | \$ 114,950        | \$ 240,246          |
| Implementation Costs               | 2,056,280           | -                 | 520,600           | 2,576,880           |
| Estimated travel                   | 175,000             | -                 | 25,000            | 200,000             |
| <b>Total</b>                       | <b>\$ 2,231,280</b> | <b>\$ 125,296</b> | <b>\$ 660,550</b> | <b>\$ 3,017,126</b> |
| <b>Sources:</b>                    |                     |                   |                   |                     |
| IT Internal Service Fund           | \$ 1,050,000        | \$ 125,296        | \$ -              | \$ 1,175,296        |
| Capital Improvement Fund*          | 1,181,280           | -                 | -                 | 1,181,280           |
| Utility Funds                      | -                   | -                 | 660,550           | 660,550             |
| <b>Total</b>                       | <b>\$ 2,231,280</b> | <b>\$ 125,296</b> | <b>\$ 660,550</b> | <b>\$ 3,017,126</b> |

\* Contingency to be covered by the Capital Improvement Fund

### 4. Attachments:

1. Study session presentation - ERP
2. ERP Memo
3. Workday contract
4. Strada Statement of Work (SOW)
5. Strada Framework Services Agreement
6. City Council Resolution 2025-085







# New ERP Selection

January 28, 2025





# Background

- Enterprise Resource Planning (ERP)

A single software platform designed to manage all core business functions like finance, HR and potentially more.

- Size, scope, timing

- City-wide project - Impacts all city employees via time attendance, purchase orders, etc.
- Core team - Familiar with current processes and excited about future
- Proactive – Pursuing change before New World terminates and all customers must replace
- Forefront – Workday has expanded into the public sector and is making a presence in Minnesota, starting with counties. SpryPoint is best-of-breed.
- City of Choice – Providing a modern system to attract and retain employees
- Investment – Will provide transactional backbone for the next 15-20+ years

# Background

## Current ERP is New World

- Purchased in 2007
- On-premise solution
- Acquired by Tyler in 2015
- New HRIS system discussed in 2022, placed on hold for ERP process
- Notified in 2021 of Tyler focus on MUNIS

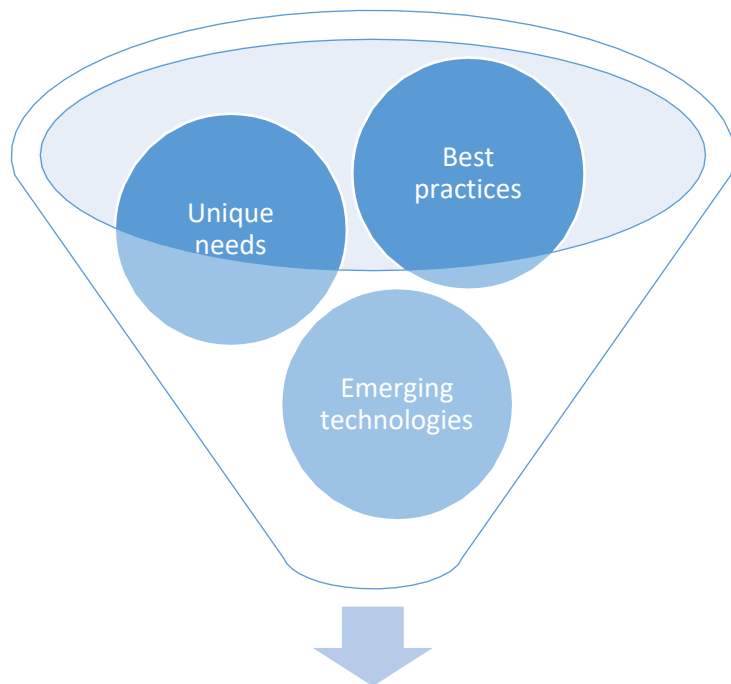
## Contracted with Plante Moran in January 2024 for ERP consulting

- Assess current systems/processes
- Develop system requirements
- Assist in evaluation of proposals
- Provide guidance in contract negotiations

# City of Plymouth ERP Project Objectives:

- 1 Implement a modern ERP solution
- 2 Improve reporting and access to real-time data
- 3 Automate manual processes to drive efficiency
- 4 Fully integrate with current City systems
- 5 Meet long-term business needs of the City

# Detailed requirements gathering from stakeholders



| #   | Business Area | Functional Area | Use Case                 | Requirement                                                                                                                                                                                                                       | Priority      |
|-----|---------------|-----------------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 470 | Finance       | General Ledger  | Manage chart of accounts | Ability to associate an account type (revenue, expense, fund balance, asset, liability, net assets, etc.) with each account when defining the chart of accounts.                                                                  | E - Essential |
| 471 | Finance       | General Ledger  | Manage chart of accounts | Ability to provide options for account roll-up capabilities at any level of the chart of account segments.                                                                                                                        | E - Essential |
| 472 | Finance       | General Ledger  | Manage chart of accounts | Ability to maintain a self-balancing set of accounts for each fund including assets, liabilities, fund balance, expenditures, and revenues including the ability to automatically close to fund balance when closing fiscal year. | E - Essential |
| 473 | Finance       | General Ledger  | Account Information      | Ability for users to search for accounts by number or name (a portion, wild card, etc.).                                                                                                                                          | E - Essential |
| 474 | Finance       | General Ledger  | Account Information      | Ability to define master "account code shortcuts" (i.e. – abbreviated accounts) that cross-reference shortcut name to an account code.                                                                                            | D - Desired   |
| 475 | Finance       | General Ledger  | Account Information      | Ability to define master "account code cross reference" that cross-references a previous account string.                                                                                                                          | D - Desired   |
| 476 | Finance       | General Ledger  | Create Journal Entries   | System has journal entry functionality to provide assistance in performing allocations, by a percentage or based on a separate allocation table (allocation percentage may change month to month based on actuals).               | E - Essential |
| 477 | Finance       | General Ledger  | Create Journal Entries   | Ability to automatically route a journal entry for approval based on a pre-defined workflow.                                                                                                                                      | E - Essential |
| 478 | Finance       | General Ledger  | Create Journal Entries   | System prohibits the posting of journal entries and batches that are out of balance.                                                                                                                                              | E - Essential |
| 479 | Finance       | General Ledger  | Create Journal Entries   | System can prohibit the same user from creating and posting a journal entry.                                                                                                                                                      | E - Essential |

Draft functional technical staffing and implementation requirements from executives, process owners, and end-users

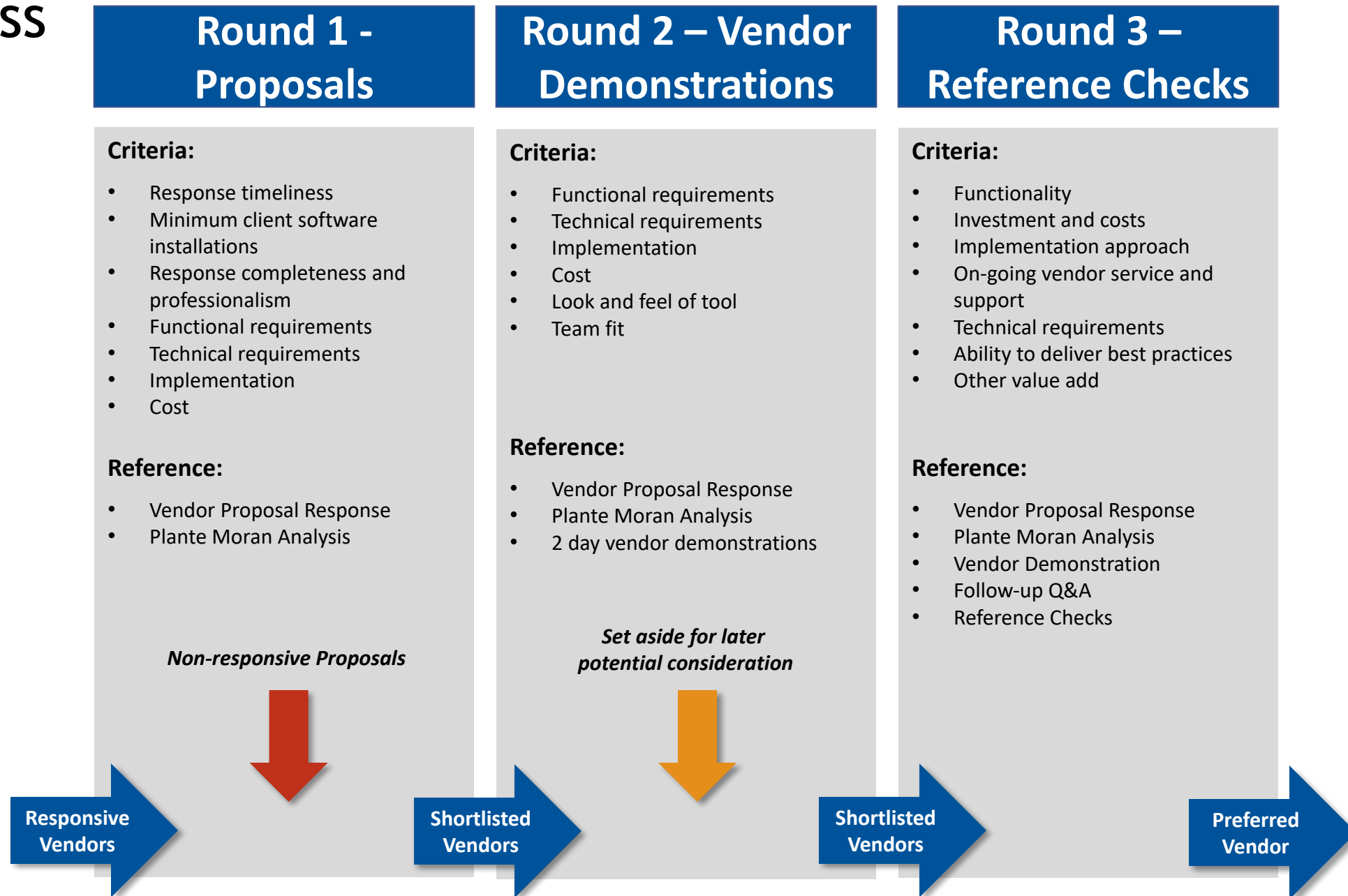


Staff reviewed /prioritized functional requirements



Finalized requirements with Plante Moran

# Process





# City of Plymouth ERP Evaluation Criteria:

25%

Ability to meet functional requirements and support data integrations

25%

Ability to meet technical requirements including security, hosting, ease of administration and ongoing support

20%

Implementation approach, timeline, staffing, etc.

10%

General bidder capabilities, including number and size of comparable municipal references, financial stability, fit, completeness of response and quality of the proposal

20%

One-time and ongoing costs

# Proposals Received

| Vendor*               | Requirement Scoring | 10 Year Proposed Cost<br>(in millions) |
|-----------------------|---------------------|----------------------------------------|
| BS&A                  | 73%                 | \$3.6                                  |
| NorthStar (UB only)   | 97%                 | \$1.9                                  |
| Oracle                | 42%                 | \$3.1 (excludes UB)                    |
| Sparkrock (Microsoft) | 69%                 | \$4.6 (excludes UB)                    |
| Springbrook           | 95%                 | \$1.6                                  |
| SpryPoint (UB only)   | 96%                 | \$2.1                                  |
| Tyler MUNIS           | 91%                 | \$3.9                                  |
| UKG (HR/Payroll only) | 95%                 | \$4.5                                  |
| Univerus (SAP)        | 95%                 | \$7.8                                  |
| Workday – Avaap       | 90%                 | \$7.9 (includes UB)                    |
| Workday - Strada      | 92%                 | \$4.8 (excludes UB)                    |

\* Listed in alphabetical order

# Recommendation

| Vendor                | Technical Requirement Scoring | Cumulative 10 Year Proposed Cost* |
|-----------------------|-------------------------------|-----------------------------------|
| Springbrook           | 95%                           | \$1.6 million                     |
| NorthStar (UB only)   | 97%                           | \$1.9 million                     |
| SpryPoint (UB only)   | 96%                           | \$2.1 million**                   |
| Oracle                | 42%                           | \$3.1 million (excludes UB)       |
| BS&A                  | 73%                           | \$3.6 million                     |
| Tyler MUNIS           | 91%                           | \$3.9 million                     |
| UKG (HR/Payroll only) | 95%                           | \$4.5 million                     |
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| Workday – Strada      | 92%                           | \$4.8 million (excludes UB)**     |
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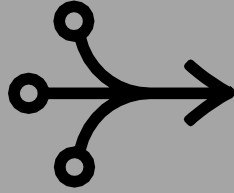
\* Listed in order by proposed cost, lowest to highest

\*\* Total Workday/Strada and SpryPoint = \$6.9 million

# Driving Decision Factors



UNIFIED SYSTEM FOR  
FINANCE/HR



PROCESS  
IMPROVEMENTS



CLOUD SOLUTION



OCR



EASE OF USE



UB BEST-OF-BREED



HR BEST-OF-BREED

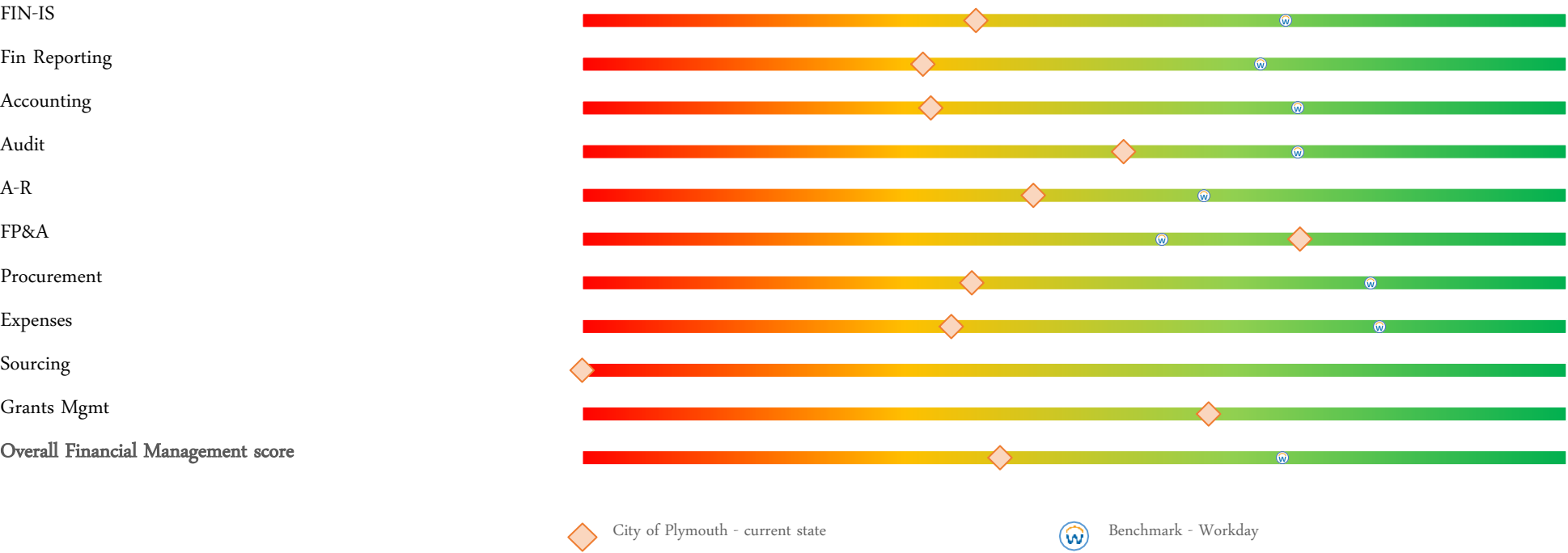


USER COMMUNITY

PROCESS  
IMPROVEMENTS

Modernizing with Workday can Significantly Improve Functional Capabilities across the  
City of Plymouth

FINS Functional Areas



**Placement factors:** Ability to respond to business change, level of process automation, business satisfaction, real-time decision support, and self-service / mobile

Capability Levels

**Leading** Function is best-in-class delivering leading practice service and with processes automated across the business.

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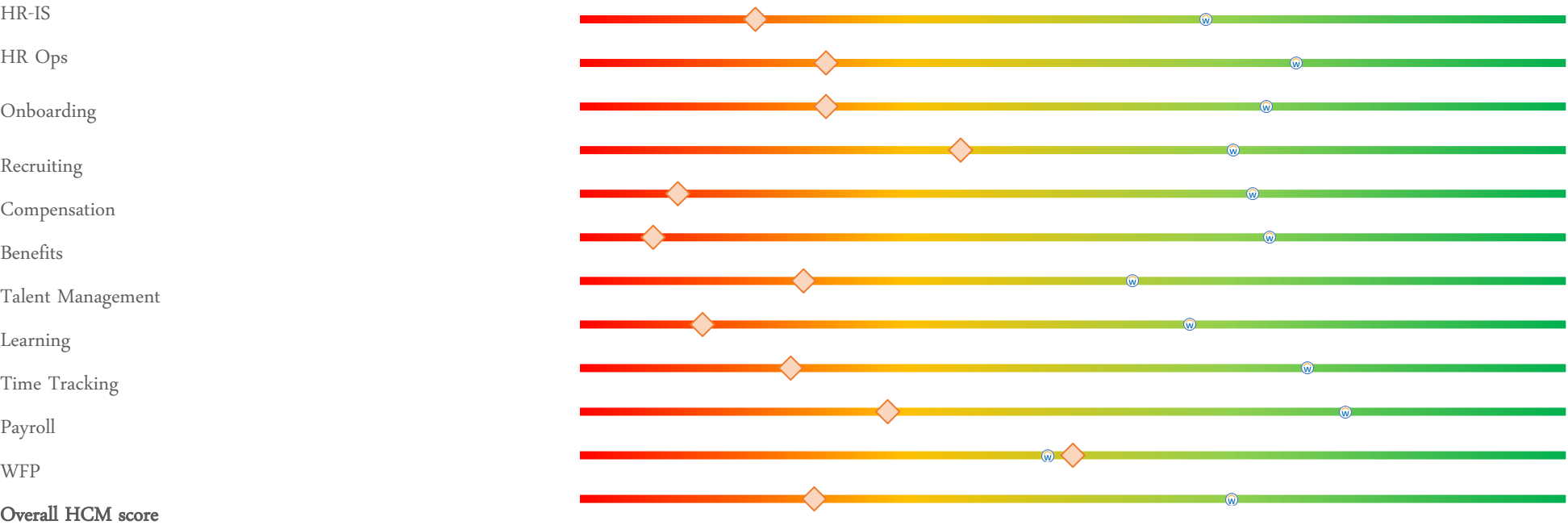
Source:  
Company self-assessment based on Workday’s capability survey, Workday customer capability self-assessment benchmark (customers in the 50th percentile)



PROCESS  
IMPROVEMENTS

Modernizing with Workday can Significantly Improve Functional Capabilities across the  
City of Plymouth

HCM Functional Areas



**Placement factors:** Ability to respond to business change, level of process automation, business satisfaction, real-time decision support, and self-service / mobile

City of Plymouth - current state      Benchmark - Workday

Capability Levels

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Source:  
Company self-assessment based on Workday's capability survey, Workday customer capability self-assessment benchmark (customers in the 50th percentile)

- Streamline HR processes and eliminate redundant data entry into various systems
- Maintain data in one system versus many systems and spreadsheets
- Reporting will provide HR with metrics that have been difficult to track in the past
- Self-service portals for managers and employees will touch every applicant and employee at the city – the ease of navigation and improved functionality will support the city's CIVIC values as they've been built into recruitment, retention and accountability

## PROCESS IMPROVEMENTS

# Proven Value: Enterprise Cloud in the Public Sector

## Financials



**60%** reduction in annual budgeting cycle time



**90%** reduction in the size of the Chart of Accounts



**15%** reduction in out of policy spend



**53%** reduction in requisition to PO cycle time



**33%** reduction in time to complete annual grant audits

## HCM/Payroll



**90%** automation of HR business processes



**81%** reduction in time to onboard new employees



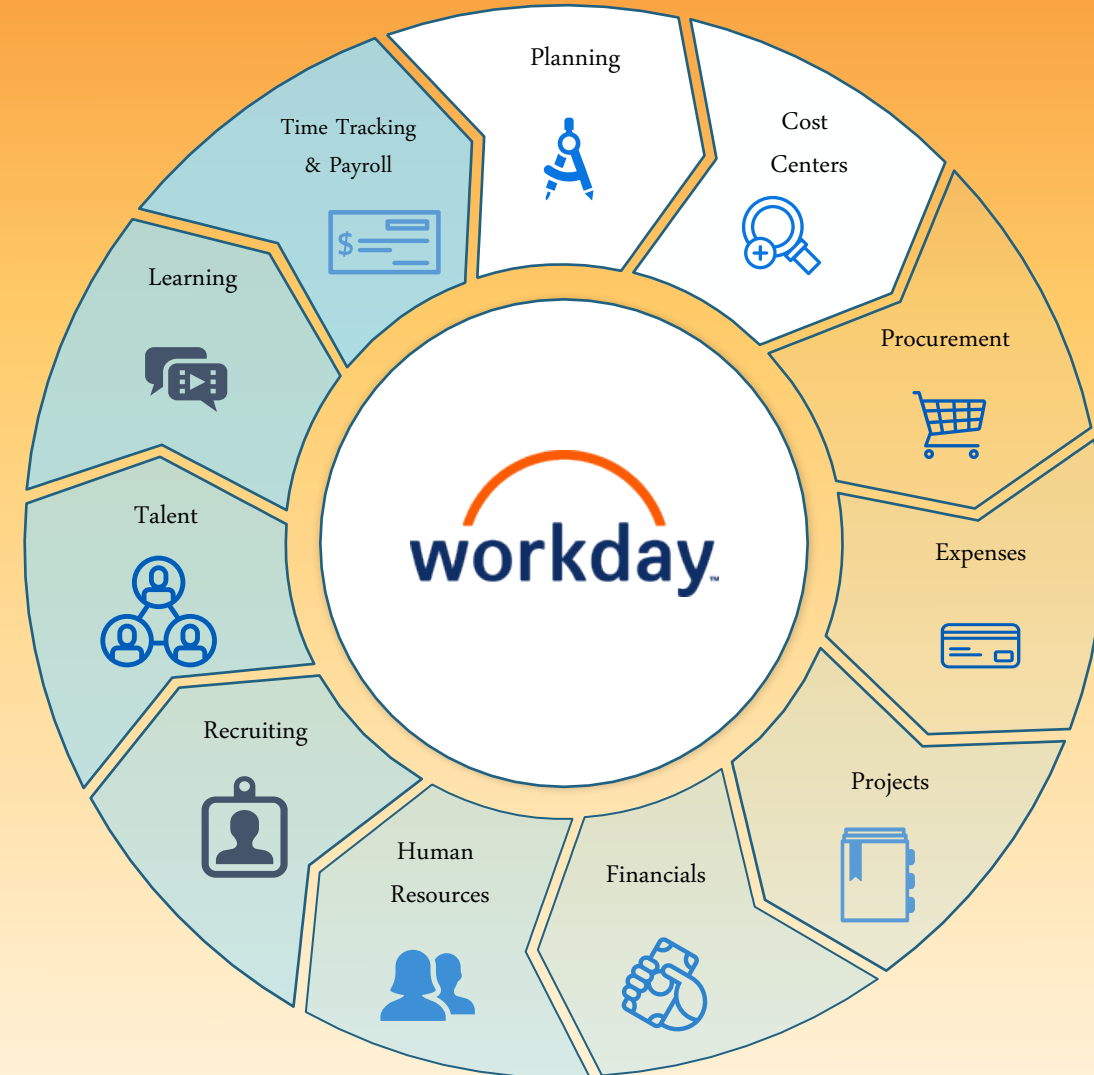
**50%** decrease in open enrollment processing times



**79%** reduction in payroll processing times



**85%** reduction in payroll overpayments



## CLOUD SOLUTION

Managed by



*Included as part of the annual subscription fee:*

- Upgrades & Patches
- Backup
- Storage / Document Storage
- Operating system
- Database
- Integrations
- Provisioning
- Security
- Data center
- Disaster recovery
- System maintenance
- Performance tuning
- Tax Table Maintenance
- Regulatory Updates

Benefits for



Latest Innovations

Faster Implementation

Immediate Updates

Packaged Integrations

Low Operating Costs

Superior Service Levels

Comprehensive Security

USER COMMUNITY

# Workday's Momentum in the Public Sector



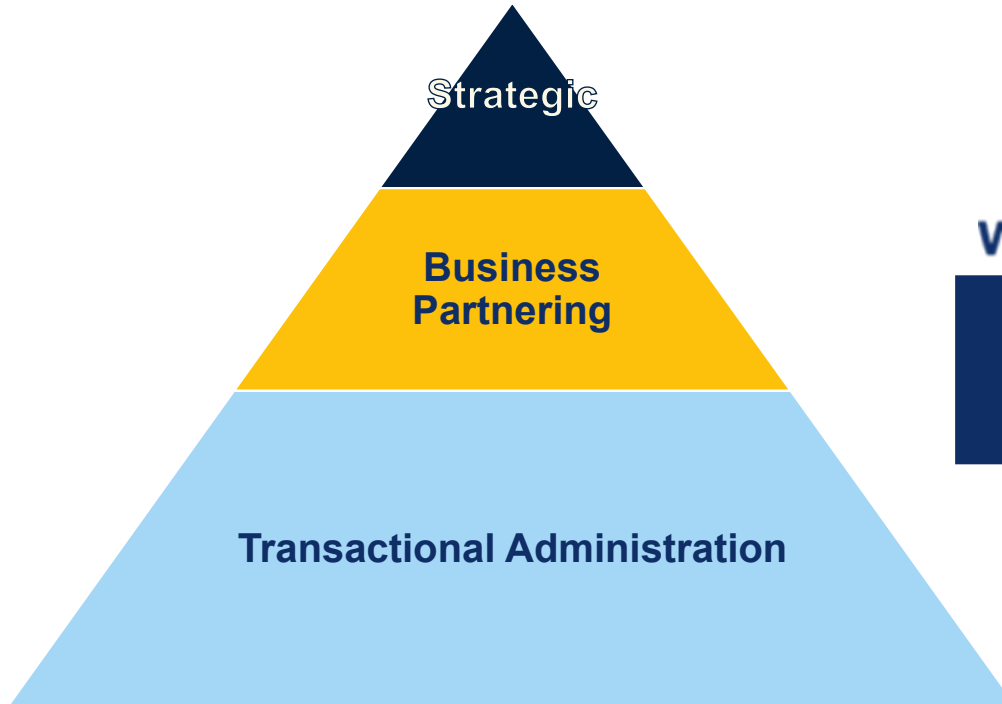
2011

2024

PROCESS  
IMPROVEMENTS

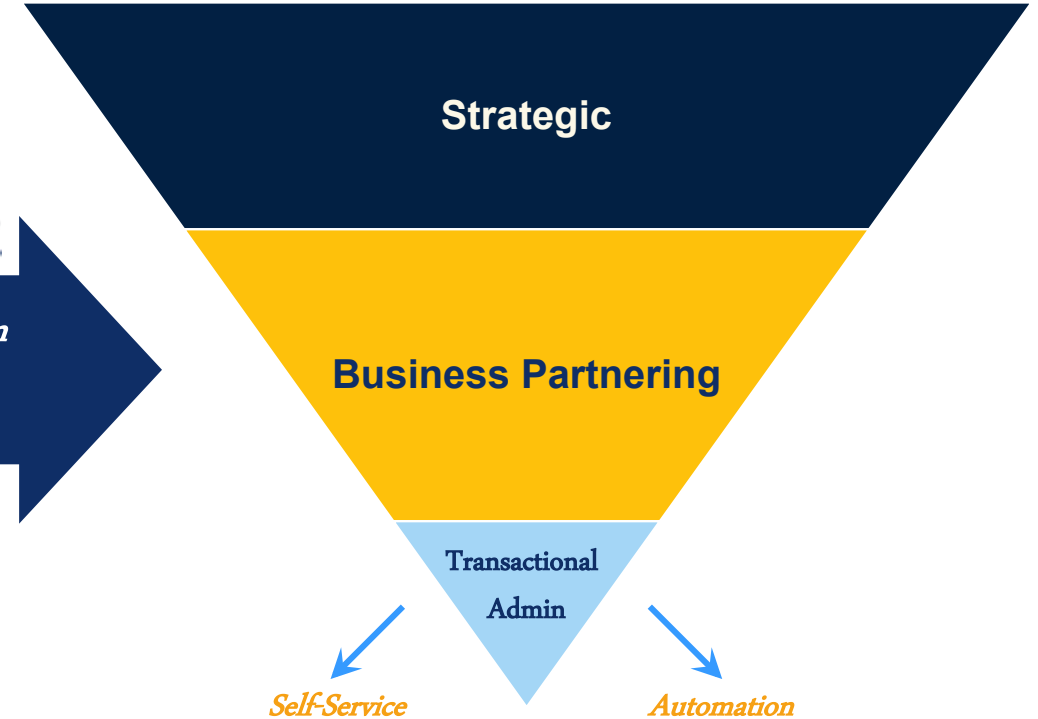
# Workday Will Enable a Strategic Shift for the City

Current



*Manual, disconnected processes and the lack of standardization, automation, and data governance mean Finance and HR resources are disproportionately focused on transactional tasks*

Future



*With an investment in a unified system and process improvement, Finance and HR will be able to redirect focus toward higher value-added activities in support of strategic priorities*



# Cost & Proposed Funding

| Uses:    |                                       |                    |
|----------|---------------------------------------|--------------------|
|          | Finance/HR Implementation             | \$2,150,000        |
|          | Finance/HR Y1 annual maintenance      | \$170,000          |
|          | Utility Billing Implementation        | \$635,550          |
|          | Utility Billing Y1 annual maintenance | \$127,000          |
|          | Contingency                           | <u>\$200,000</u>   |
|          | <b>Total</b>                          | <b>\$3,282,550</b> |
| Sources: |                                       |                    |
|          | IT Internal Service Fund              | \$1,170,000        |
|          | Capital Improvement Fund              | \$1,350,000        |
|          | Utility Funds                         | <u>\$762,550</u>   |
|          | <b>Total</b>                          | <b>\$3,282,550</b> |

# Next Steps

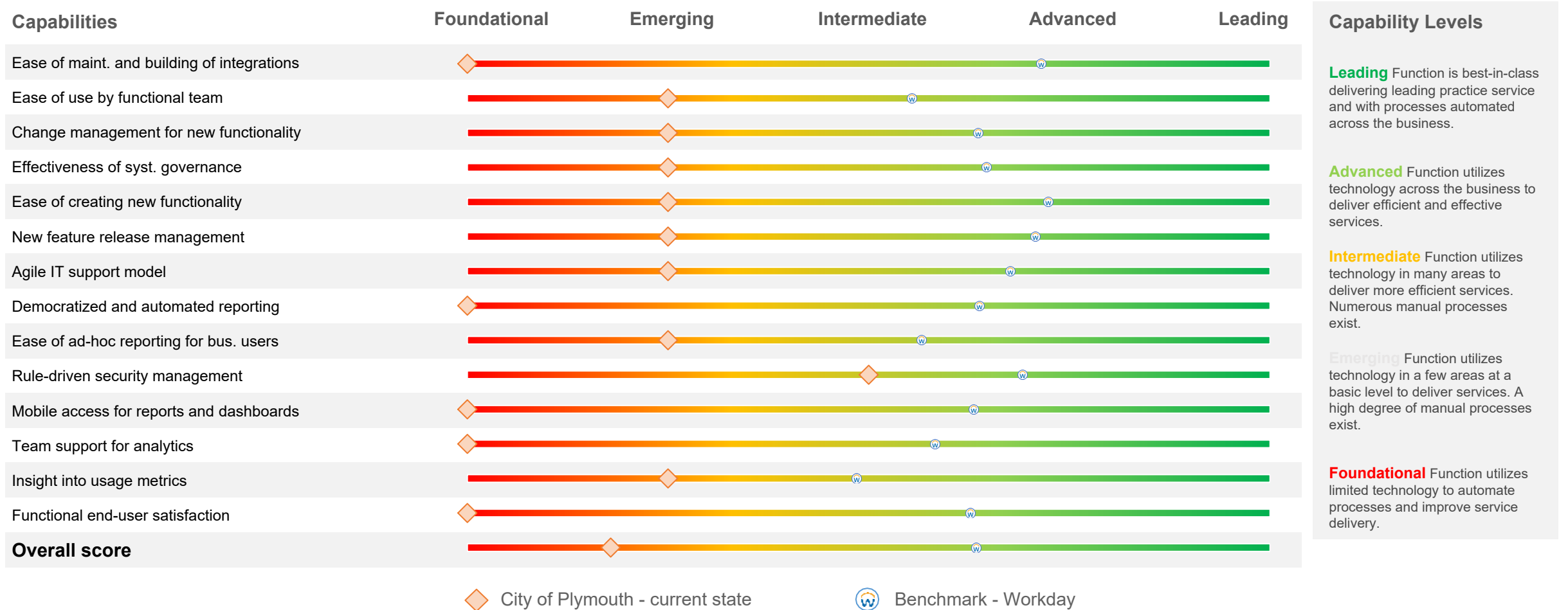
- Is Council supportive of moving forward with recommendation?
- Move forward with contract negotiations
- Finance/HR implementation March 2025 – April 2026
- UB implementation TBD

# Appendix

## Workday Survey - HR

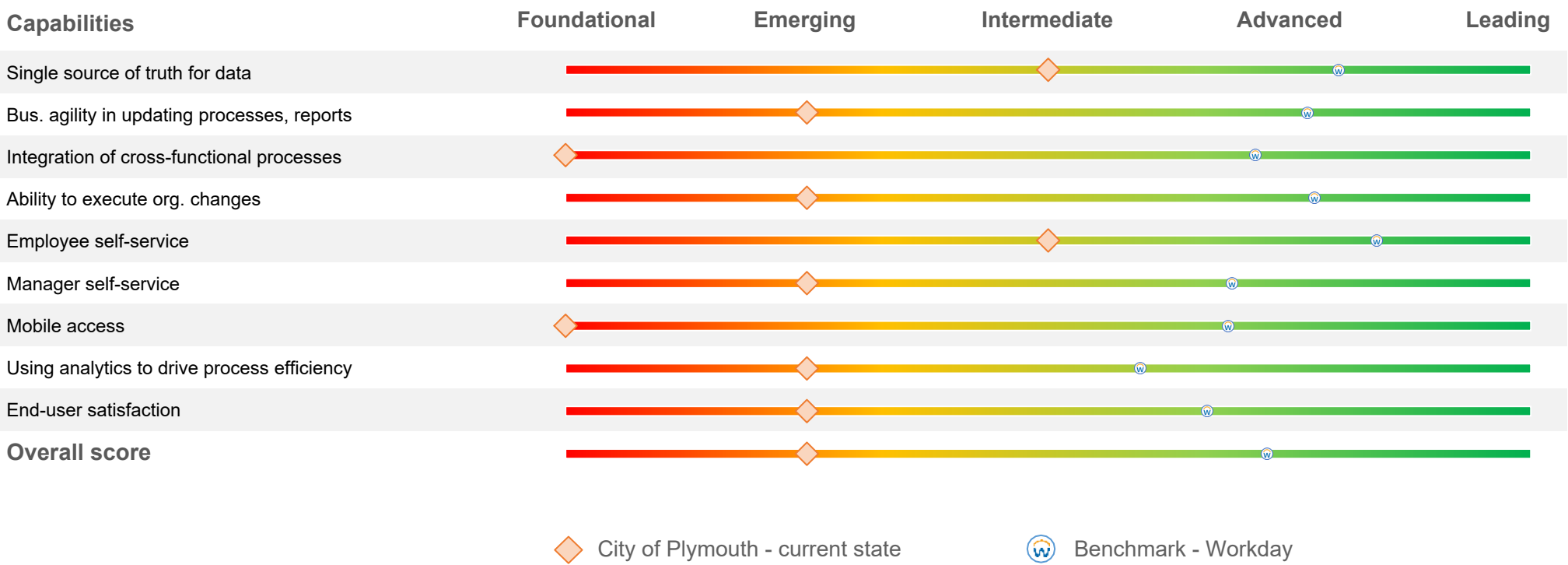


# HR IS/IT Functional Capability Assessment



Source:  
Company self-assessment based on Workday's capability survey, Workday customer capability self-assessment benchmark (customers in the 50th percentile)

# HR Operations & Data Management Functional Capability Assessment



**Capability Levels**

**Leading** Function is best-in-class delivering leading practice service and with processes automated across the business.

**Advanced** Function utilizes technology across the business to deliver efficient and effective services.

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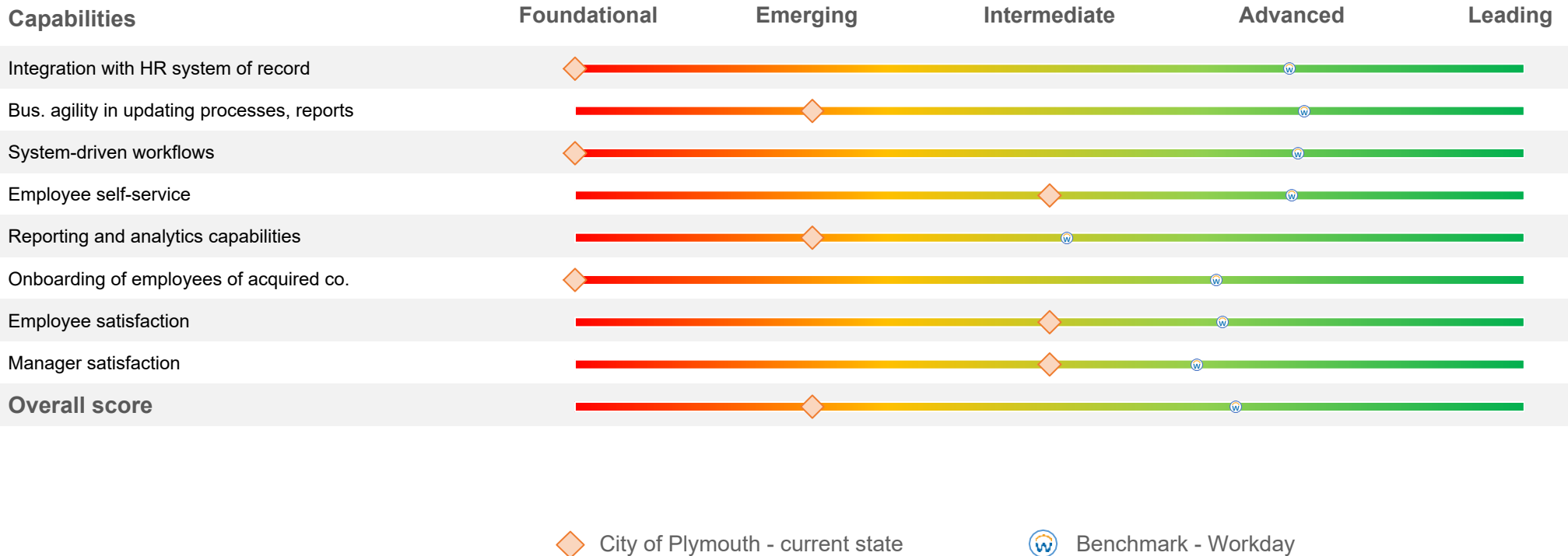
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Source:  
Company self-assessment based on Workday’s capability survey, Workday customer capability self-assessment benchmark (customers in the 50th percentile)



# Onboarding Functional Capability Assessment



**Capability Levels**

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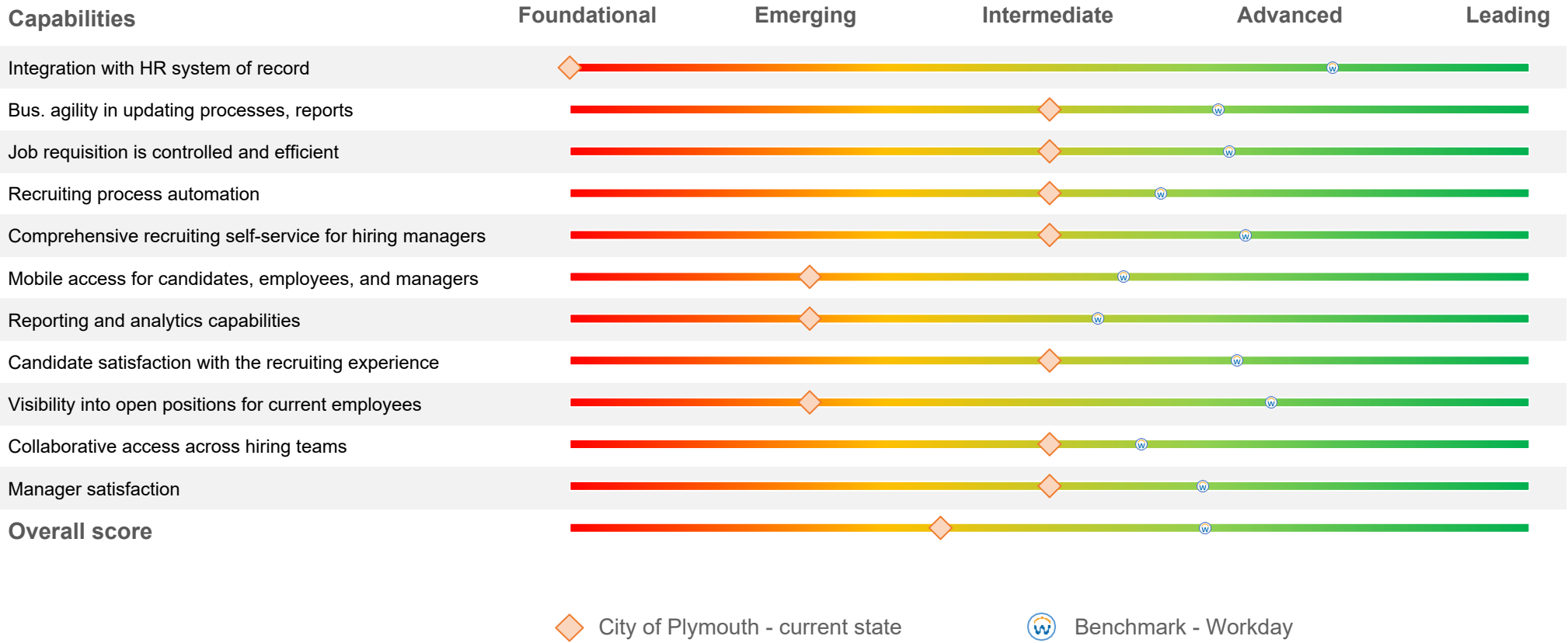
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Source:  
Company self-assessment based on Workday’s capability survey, Workday customer capability self-assessment benchmark (customers in the 50th percentile)



# Recruiting Functional Capability Assessment



## Capability Levels

**Leading** Function is best-in-class delivering leading practice service and with processes automated across the business.

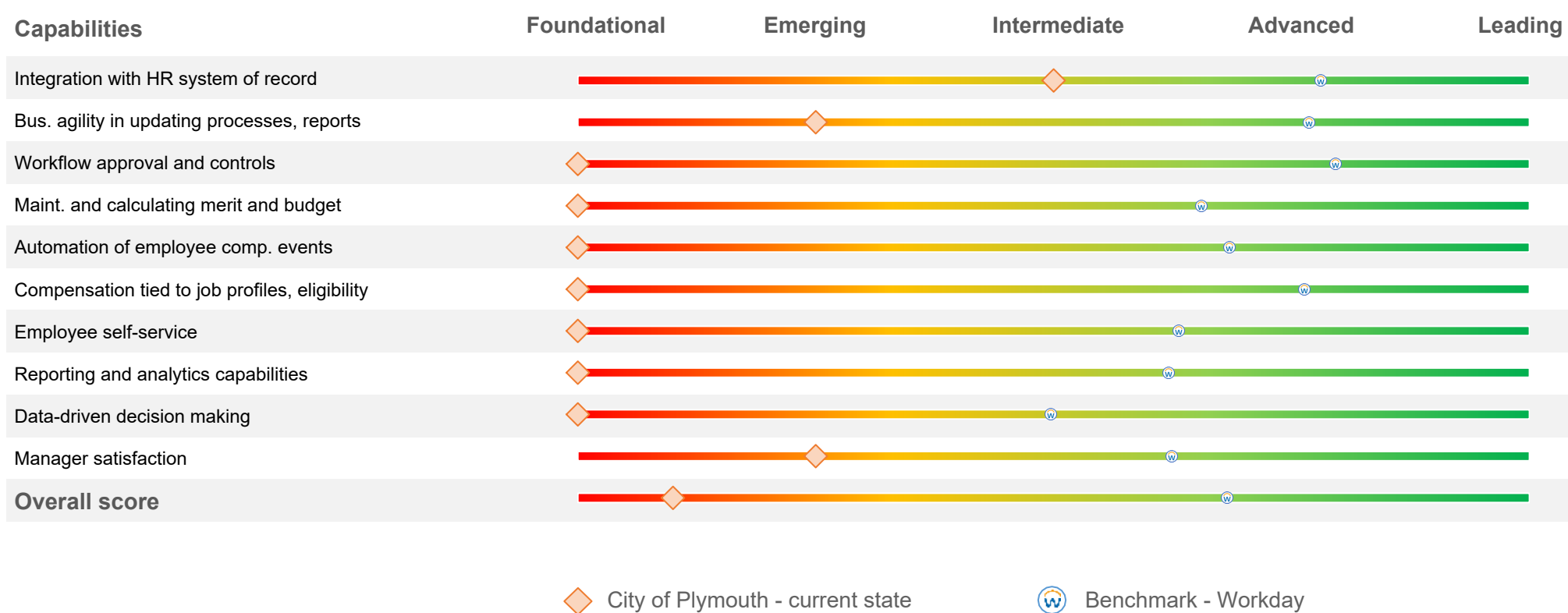
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# Compensation Functional Capability Assessment



## Capability Levels

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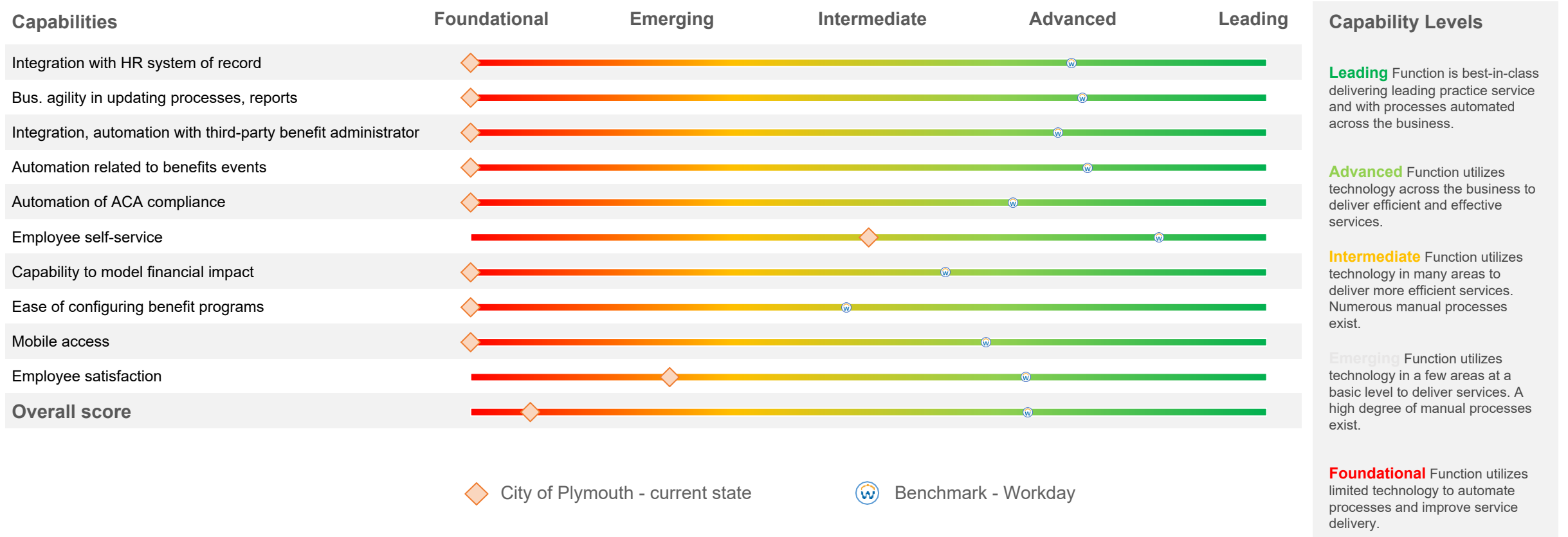
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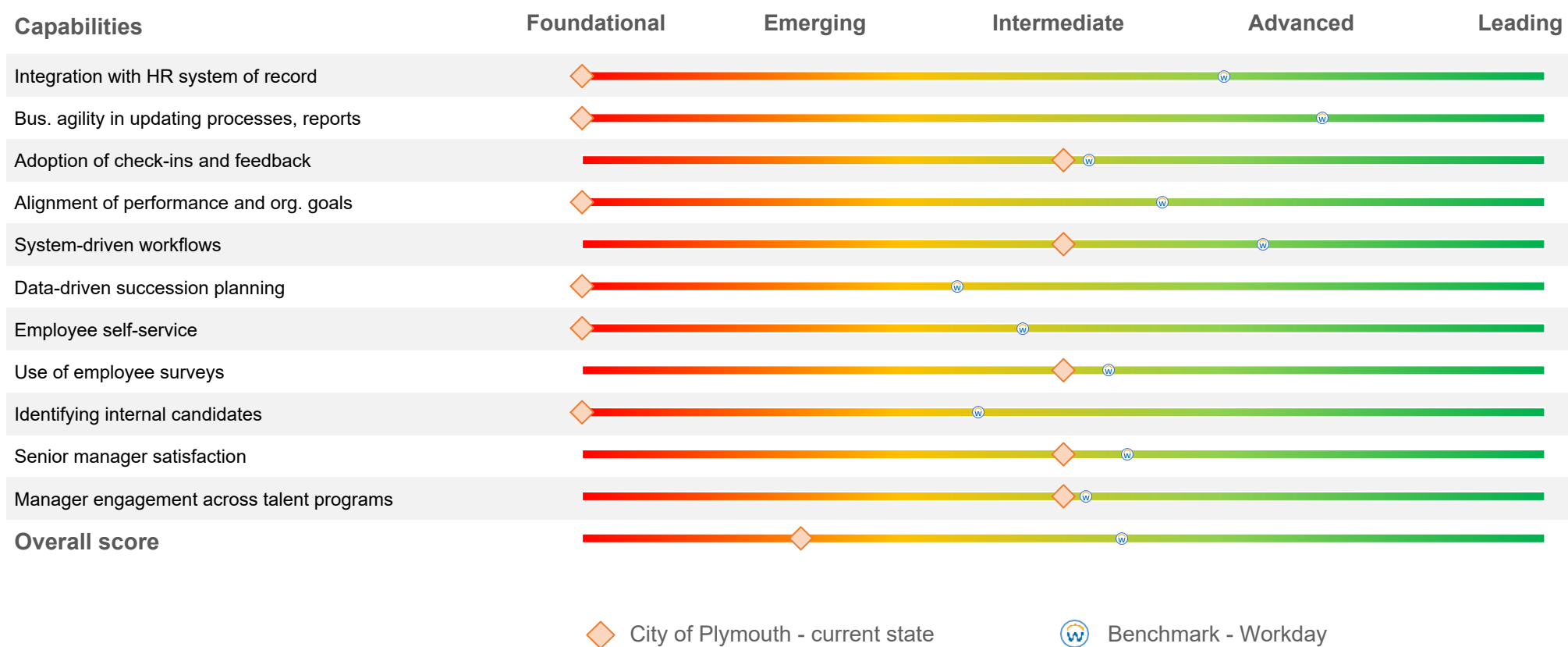
Company self-assessment based on Workday's capability survey, Workday customer capability self-assessment benchmark (customers in the 50th percentile)



Source:

Company self-assessment based on Workday's capability survey, Workday customer capability self-assessment benchmark (customers in the 50th percentile)

# Talent Management Functional Capability Assessment



## Capability Levels

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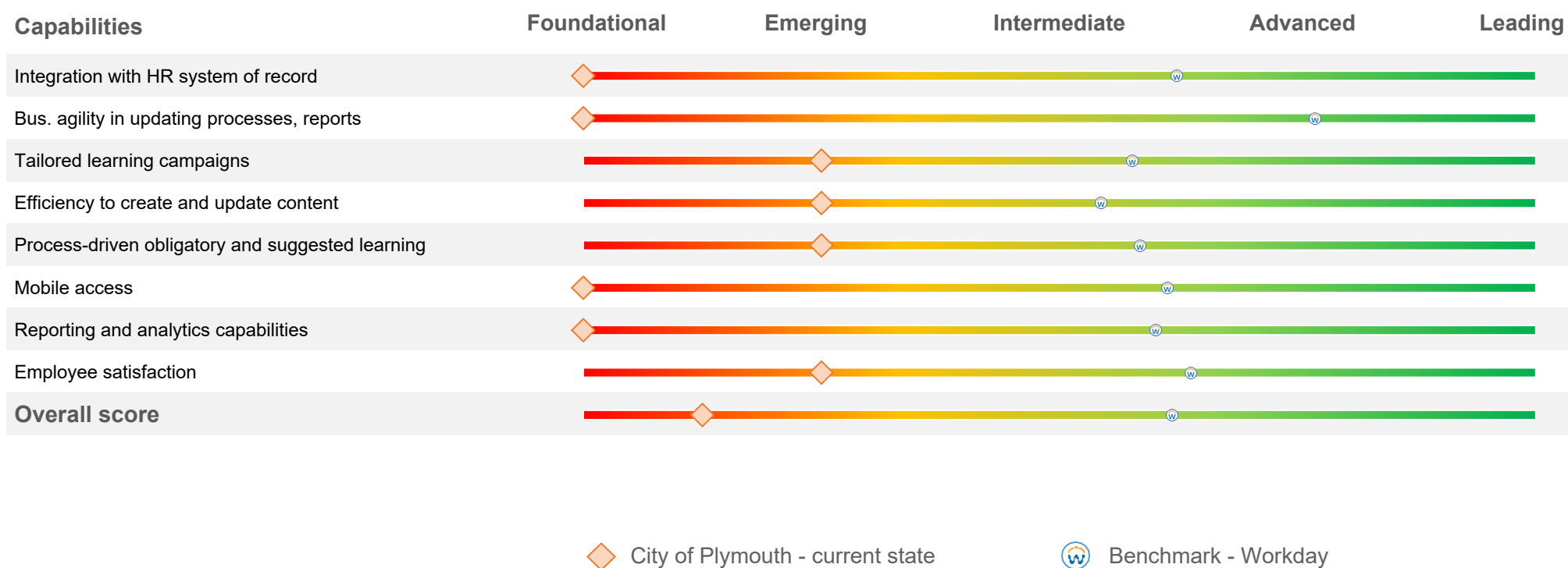
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**Foundational** Function utilizes limited technology to automate processes and improve service delivery.

Source:

Company self-assessment based on Workday's capability survey, Workday customer capability self-assessment benchmark (customers in the 50th percentile)

# Learning Functional Capability Assessment



## Capability Levels

**Leading** Function is best-in-class delivering leading practice service and with processes automated across the business.

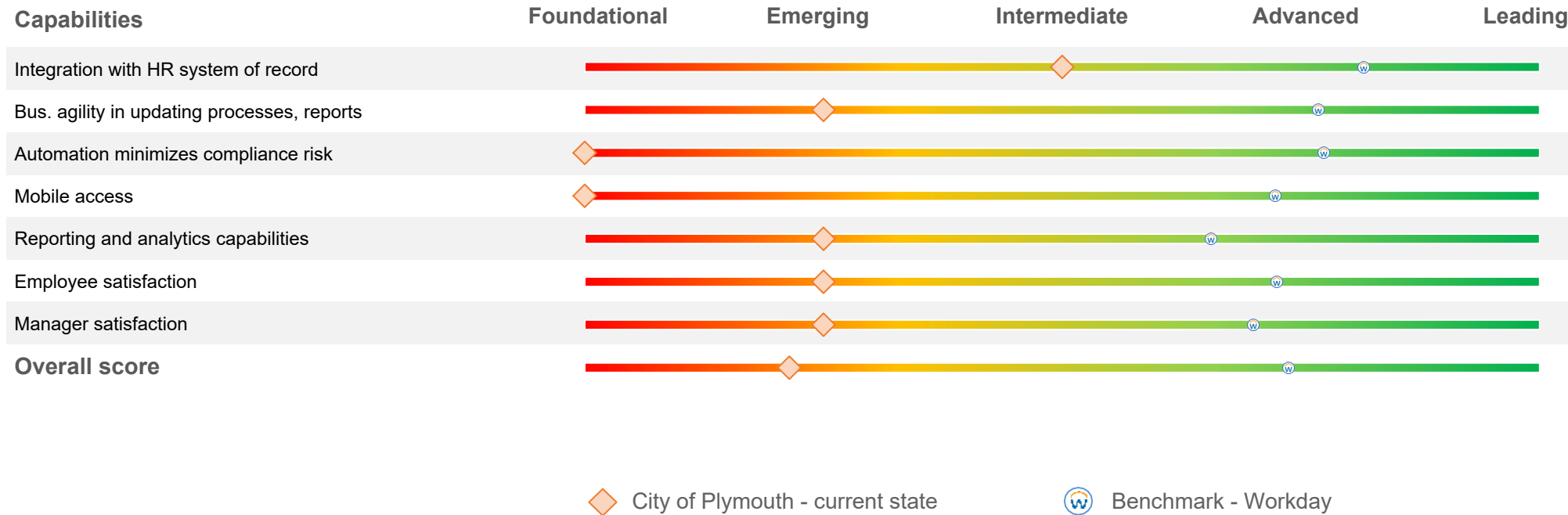
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# Time Tracking Functional Capability Assessment



## Capability Levels

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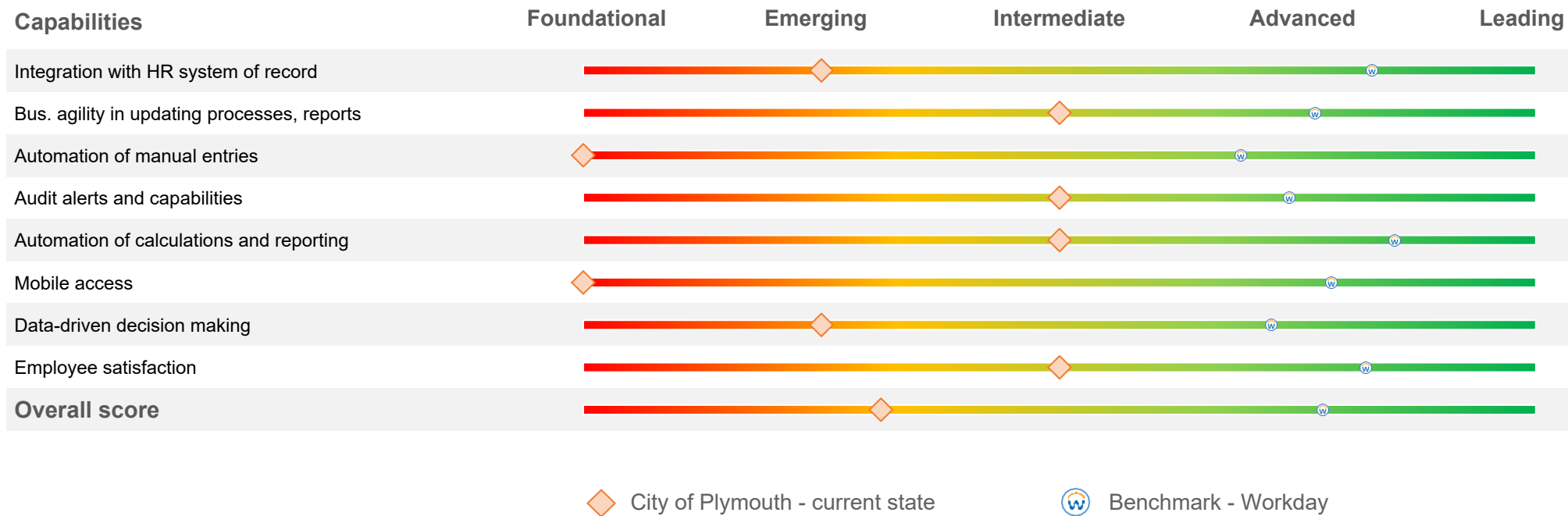
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# Payroll Functional Capability Assessment



## Capability Levels

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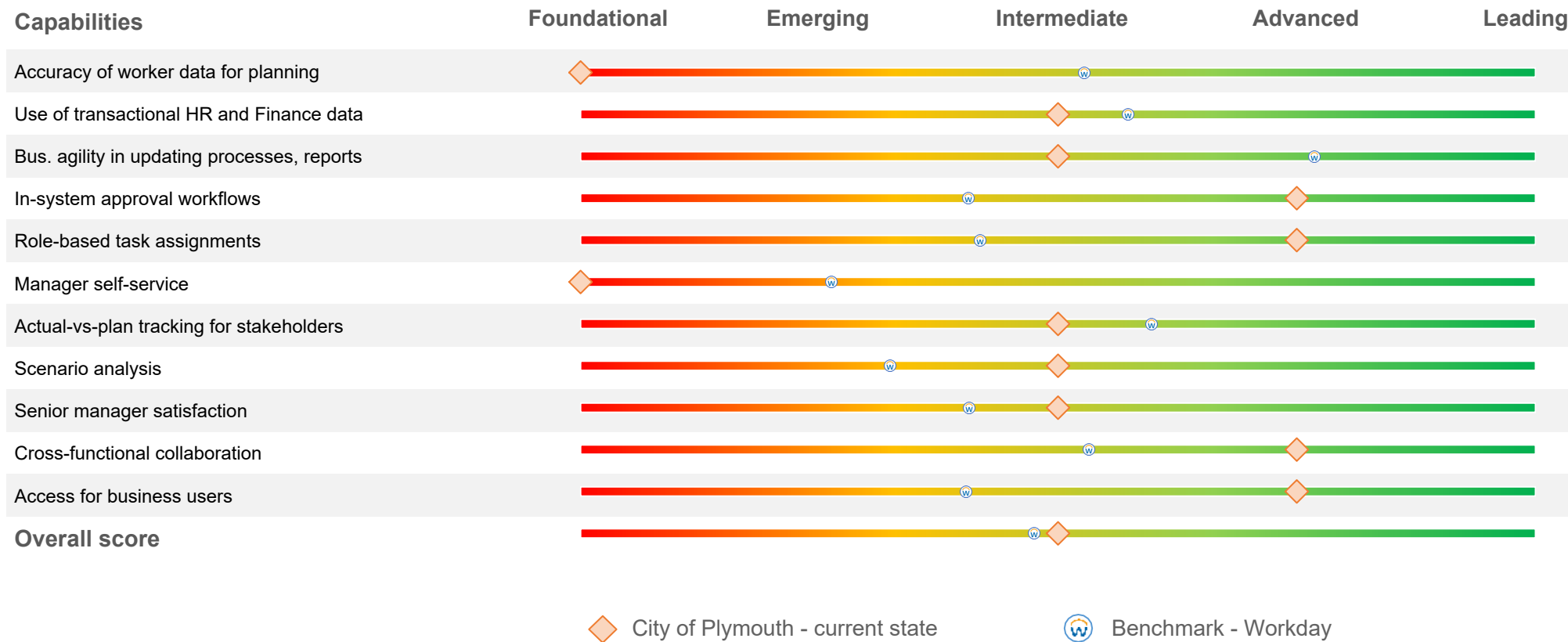
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# Workforce Planning Functional Capability Assessment



## Capability Levels

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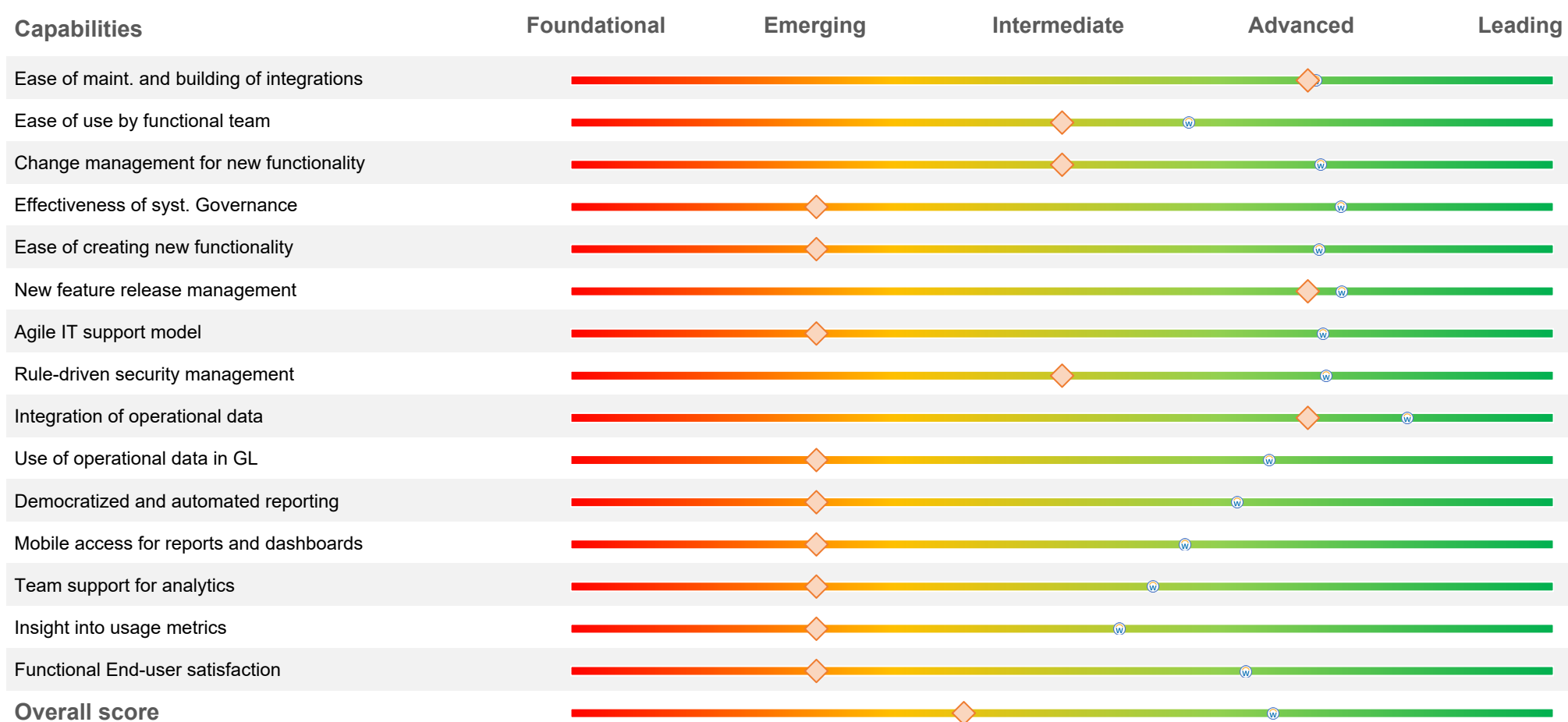
# Appendix

## Workday Survey - Finance





# FIN-IS Functional Capability Assessment



City of Plymouth - current state



Benchmark - Workday

Source:

Company self-assessment based on Workday's capability survey, Workday customer capability self-assessment benchmark (customers in the 50th percentile)

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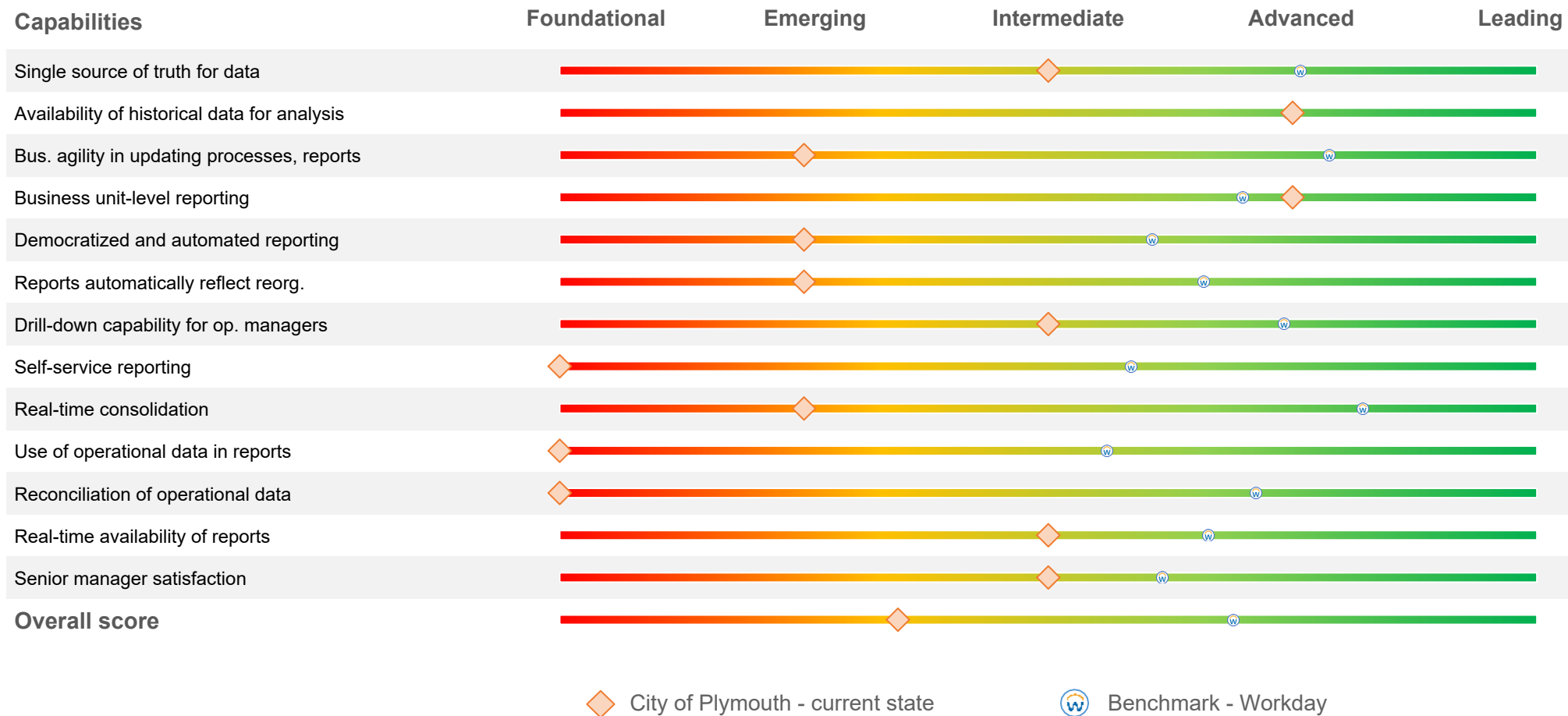
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# Financial Reporting Functional Capability Assessment



## Capability Levels

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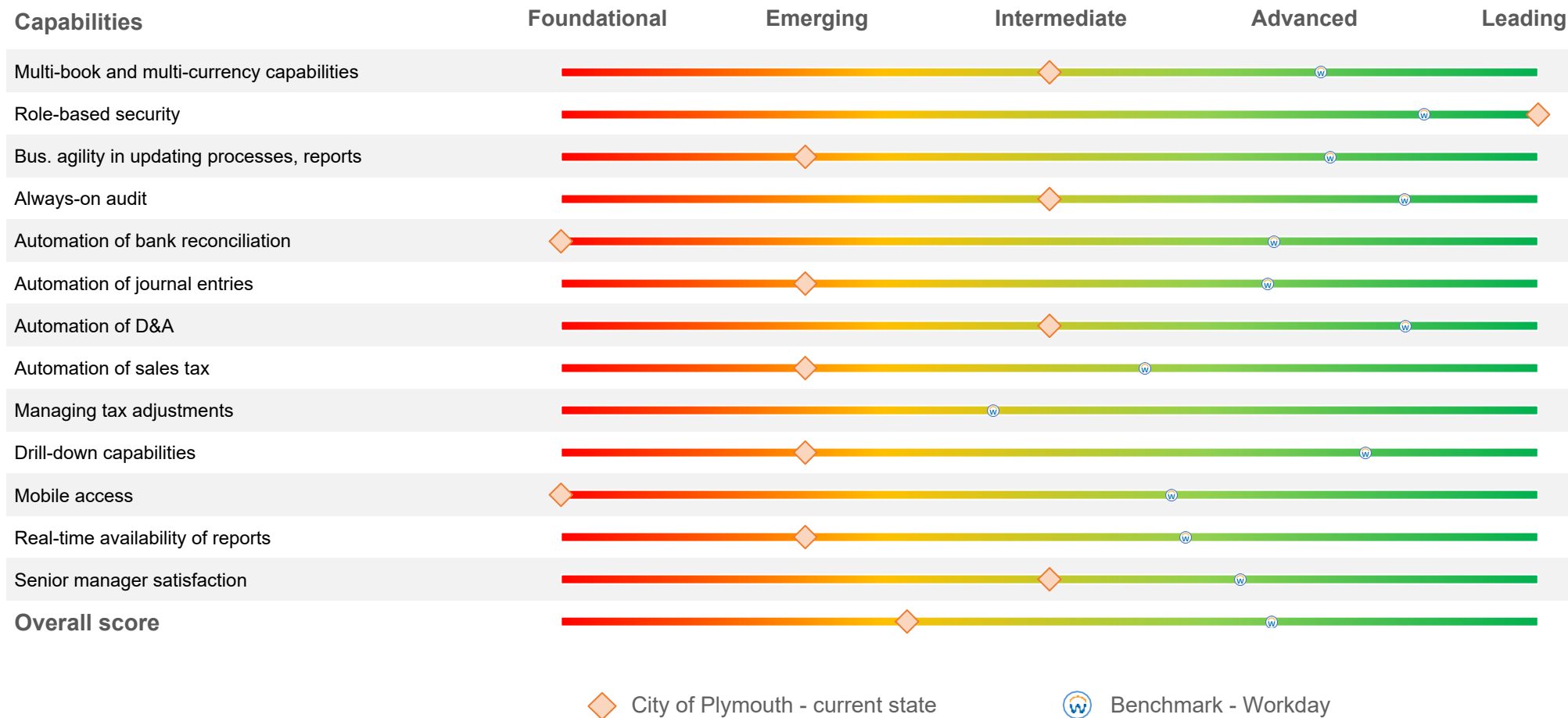
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# Accounting Functional Capability Assessment



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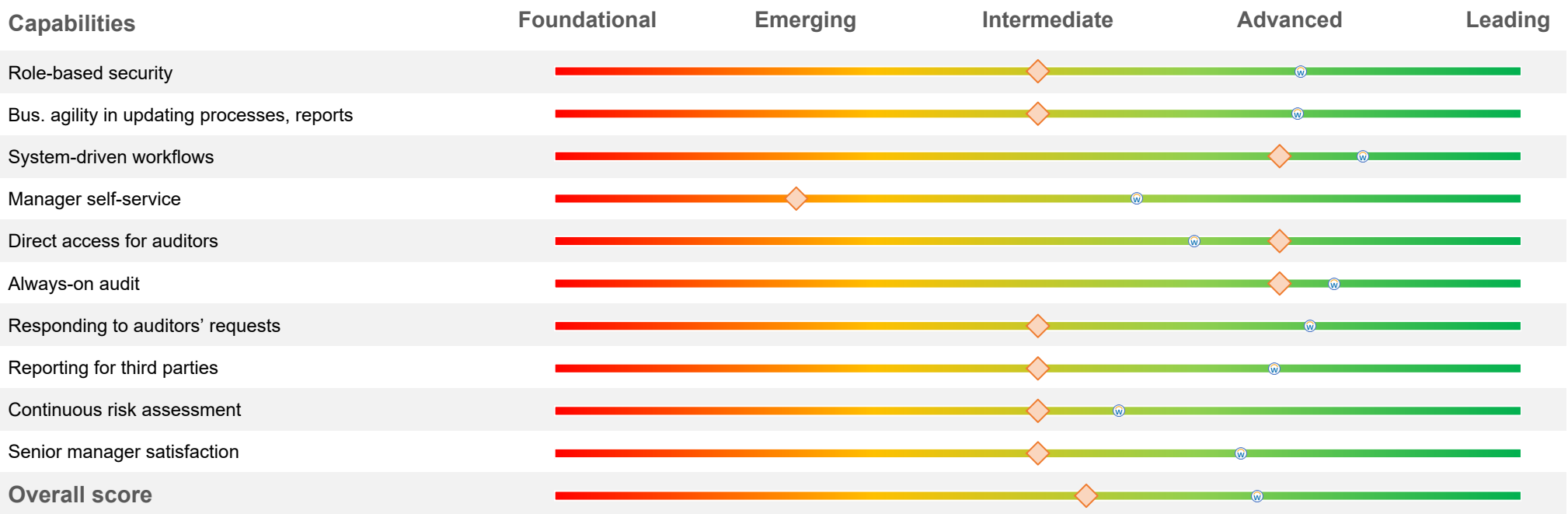
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# Audit Functional Capability Assessment



City of Plymouth - current state

Benchmark - Workday

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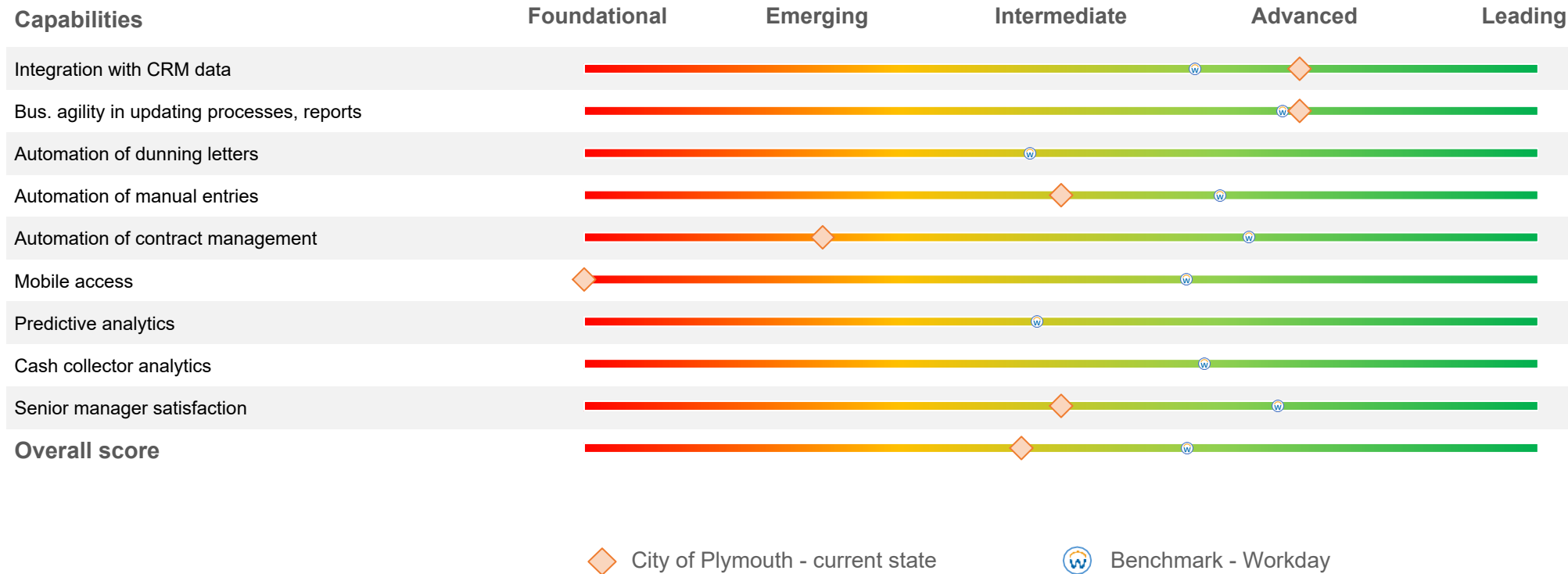
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# A/R Functional Capability Assessment



## Capability Levels

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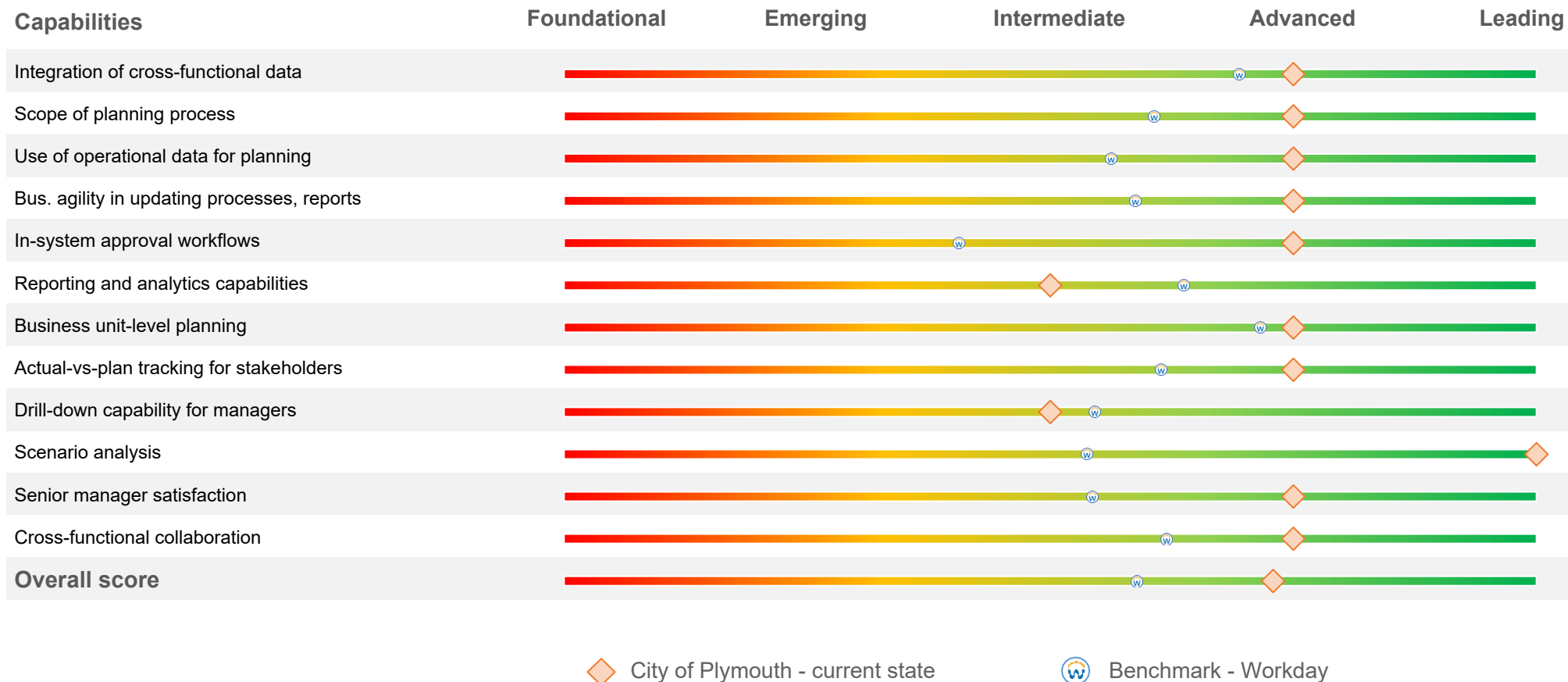
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# FP&A Functional Capability Assessment



## Capability Levels

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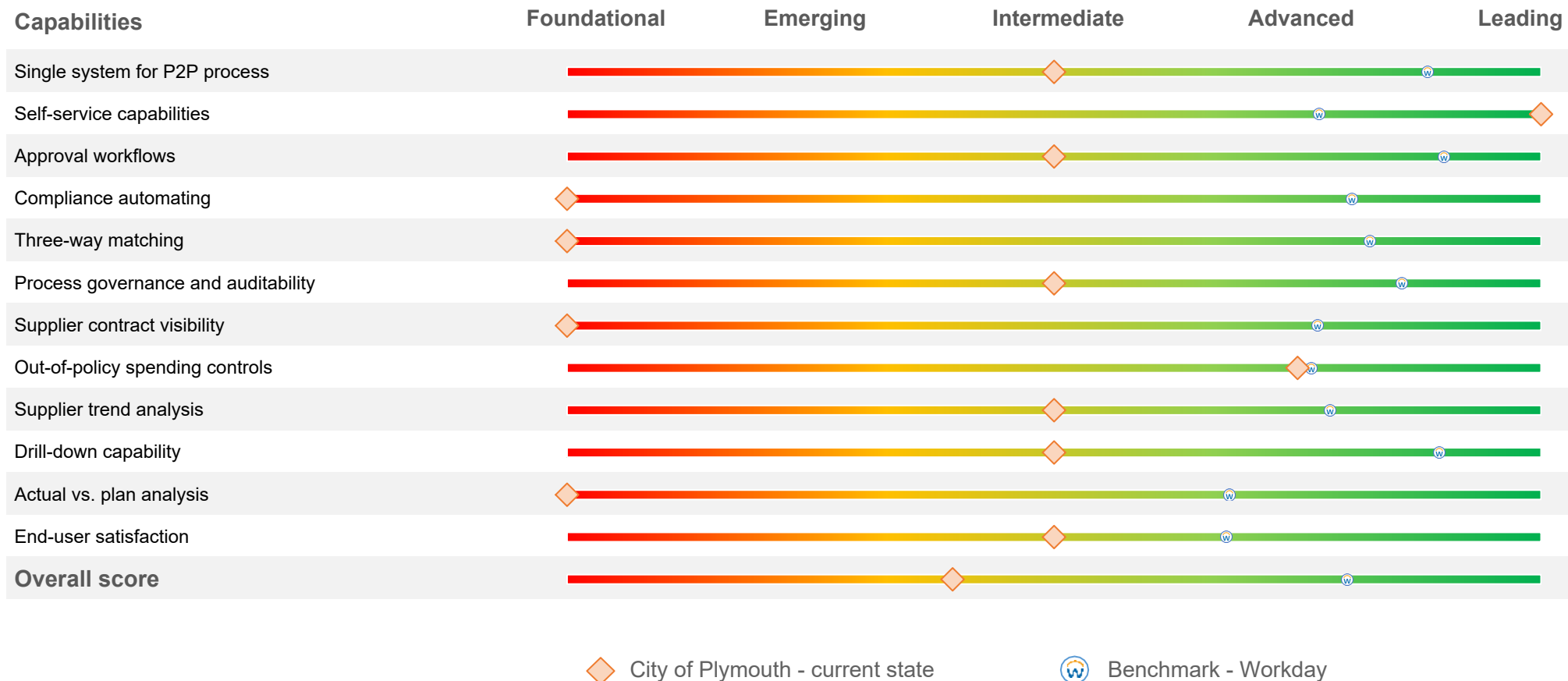
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# Procurement Functional Capability Assessment



## Capability Levels

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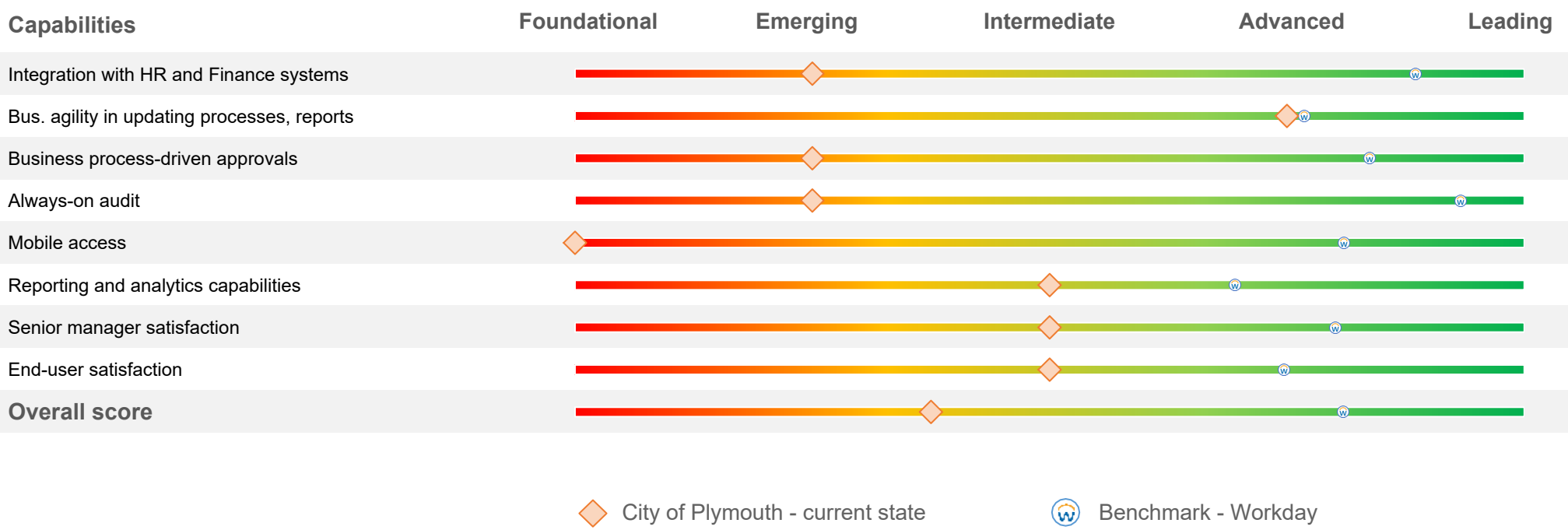
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# Expenses Functional Capability Assessment



## Capability Levels

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# Sourcing Functional Capability Assessment



## Capability Levels

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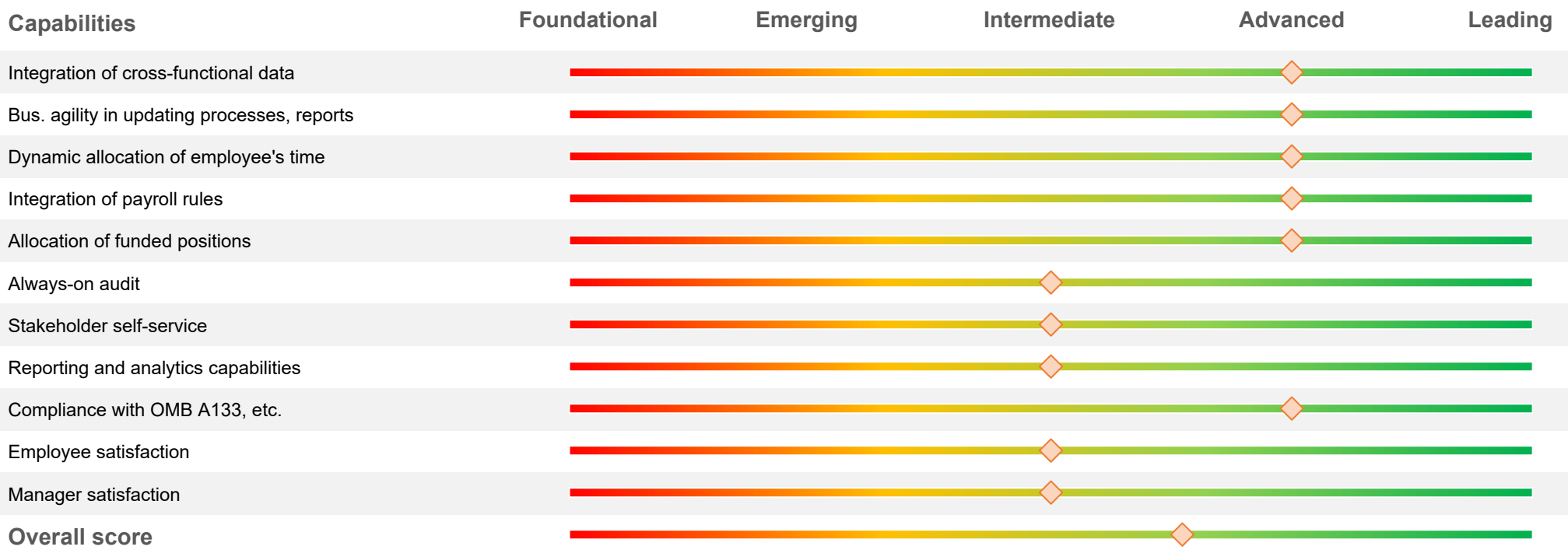
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# Grants Management Functional Capability Assessment



City of Plymouth - current state

## Capability Levels

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Source:  
Company self-assessment based on Workday's capability survey

**To:** Dave Callister, City Manager

**From:** ERP Selection Committee (Heidi Finn, HR Generalist; Nancy Milavitz, Finance Supervisor; Ryan Vadnais, Assistant Finance Director; Kristen Chong, IT Application Support Analyst; and Andrea Rich, Finance Director)

**Date:** January 28, 2025

**Item:** New Enterprise Resource Planning (ERP) system recommendation

---

The city's ERP is the backbone of all of the financial and human resource transactions (purchases, payroll, projects, utility billing, etc.) and impacts every employee within the city. The city's current ERP software is Tyler New World. The city purchased New World as an on-premise solution in 2007. New World was acquired by Tyler in 2015. Tyler has grown over the years in the government software space through acquisition. To simplify versions and related support, Tyler is now moving toward one primary ERP system – MUNIS. In November 2021, the city received notification that no new customers would be added to New World. The indication (e.g., no new functionality being added and deteriorating support) is that New World will be phased out. With that indication as well as a desire for more efficient and modern functionality (e.g., paperless invoice process), the city moved forward with an RFP for a new system(s). ERP project objectives are:

- Implement a modern ERP solution
- Improve reporting and access to real-time data
- Automate manual processes to drive efficiency
- Fully integrate with current city systems
- Meet long-term business needs of the city

Human Resources (HR) began looking for a system replacement for HR in 2022 but delayed the project in order to pursue one HR/finance solution. The 2024 and 2025 operating budgets have included costs for consultants assisting with the RFP process and potential staff supplementation. The ERP was included in the 2025-2034 Capital Improvement planned approved by City Council last December.

### **PROCESS**

In January 2024, the city requested proposals for consulting services to assess the city's comprehensive software needs; develop an RFP for a financial, HR and utility billing (UB) solution(s); assist in the evaluation of RFP responses; and provide guidance in contract negotiation with the selected solution(s). In March, the city signed a contract with Plante Moran to provide those services for \$138,000. The city formed a selection committee with members from HR, IT and finance.



Over the next several months, city staff worked with Plante Moran to gather system requirements (i.e., system functionality, data integrations, etc.) and compose the RFP. To put this into context, the requirement document is 1,600 lines of requested functionality. Here's an example:

| 1 | # | Business Area | Functional Area  | Use Case                                      | Requirement                                                                                                                                                       | Availability |
|---|---|---------------|------------------|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 2 | 1 | Finance       | Accounts Payable | Approve an invoice via an electronic workflow | Ability to configure approval workflows based on department, project, and dollar thresholds.                                                                      |              |
| 3 | 2 | Finance       | Accounts Payable | Approve an invoice via an electronic workflow | Ability to configure workflow to either return to requestor or previous approver when an invoice is denied, depending on the City's preference for that workflow. |              |
| 4 | 3 | Finance       | Accounts Payable | Approve an invoice via an electronic workflow | Ability to configure automatic notifications to users when an invoice is approved or denied.                                                                      |              |

The proposal was developed to allow for ERP vendors as well as best-of-breed responses. An ERP system is a single software platform designed to manage all core business functions like finance and HR and potentially more (permitting, recreation programming, online payment portals, etc.). A best-of-breed strategy allows for specialized software applications from different vendors for each specific business function. There are pros and cons to each strategy. An ERP provides one system to manage but functionality may be lost. Best-of-breed allows for top functionality but integrations must be managed. Best-of-breed vendors, for their part, do integrate with other software vendors while an ERP vendor may not.

In August 2024, the RFP for ERP software and services was issued with a closing date of October 7. Eleven proposals were received:

- BS&A
- NorthStar (UB only)
- Oracle
- Sparkrock
- Springbrook
- SpryPoint (UB only)
- Tyler MUNIS
- UKG (HR/Payroll only)
- Univerus
- Workday – Avaap
- Workday - Strada

The selection committee reviewed the submissions and individually evaluated the proposals based upon the following criteria with cost being disclosed last:

- 25% - Ability to meet functional requirements and support data integrations
- 25% - Ability to meet technical requirements including security, hosting, ease of administration, and ongoing support of the solutions
- 20% - Implementation approach, timeline, staffing, etc.
- 10% - General bidder capabilities, including number and size of comparable municipal references, financial stability, fit, completeness of response, and quality of proposal response.
- 20% - One-time and ongoing cost

Plante Moran provided analysis on bidder forms, system requirements and costs to more easily compare and contrast the submissions. Following are the results of the analysis (in alphabetical order):

| Vendor                     | Technical Requirement Scoring | 10-Year Proposed Cost (in millions) |
|----------------------------|-------------------------------|-------------------------------------|
| BS&A                       | 73%                           | \$3.6                               |
| NorthStar (UB only)        | 97%                           | \$1.9                               |
| Oracle                     | 42%                           | \$3.1 (excludes UB)                 |
| Sparkrock (Microsoft)      | 69%                           | \$4.6 (excludes UB)                 |
| Springbrook                | 95%                           | \$1.6                               |
| <b>SpryPoint (UB only)</b> | <b>96%</b>                    | <b>\$2.1</b>                        |
| Tyler MUNIS                | 91%                           | \$3.9                               |
| UKG (HR/Payroll only)      | 95%                           | \$4.5                               |
| Univerus (SAP)             | 95%                           | \$7.8                               |
| Workday – Avaap            | 90%                           | \$7.9 (includes UB)                 |
| <b>Workday – Strada</b>    | <b>92%</b>                    | <b>\$4.8 (excludes UB)</b>          |

\* Total Workday/Strada and SpryPoint = \$6.9 million

Based on the selection committee individual evaluations, the proposals were narrowed down to the top three vendors (Springbrook, Tyler MUNIS, Workday) and one human resources best-of-breed (UKG). These vendors were invited to the city in November 2024 to present product demonstrations based on scripts developed by the city and Plante Moran. Subject matter experts from all departments were invited to participate in the demonstrations and provide feedback. The selection committee again rated the vendors on the evaluation criteria and conducted multiple reference checks.

### **RECOMMENDATION**

Based upon the process, including multiple reference checks, the recommended full solution package is Workday (Finance and HR) partnering with SpryPoint (Utility Billing) with the implementation consultant of Strada.

- LOGIS SpryPoint alternative: The utility billing solution of SpryPoint is alternatively provided by LOGIS (Local Government Information Systems) located in Golden Valley. LOGIS provides technology solutions and support to local communities. They recently completed a new software RFP and their selection committee, made up of member cities, selected SpryPoint for utility billing. With this alternative, LOGIS would be engaged for implementation, first level of on-going support as well as the software. LOGIS would house the knowledge of the city's specific setup as well as provide temporary staffing at times of turnover. LOGIS is slightly more expensive than procuring directly from SpryPoint; thus, the recommendation is to procure directly from SpryPoint.

Springbrook and Tyler MUNIS are not recommended due to functionality and/or customer references.

## Driving Factors

- **Unified system for Finance/HR** – Having finance and HR housed in the same system eliminates duplication of data entry and reduces possibility of errors.
- **Process improvements** – The Strada proposal has over 10,000 hours included for configuration, data conversion, integrations, training, etc. plus another 3,000 hours for utility. The biggest pitfall of any new system is attempting to fit existing processes into a new system as opposed to learning the new system functionality and redesigning processes to best fit the new system. The Strada proposal allows time to evaluate current processes and then implement, test and train the best new processes. Workday has 600+ built-in and configurable business processes.
- **Aligns with IT migration to the Cloud** – The current system, New World, is hosted on-premise (or “on-prem”). The recommended solution will all be in the cloud. While the city will be saving on server, maintenance, cybersecurity and staff costs by moving the system to the cloud, cloud solutions are naturally more expensive because the vendor is then responsible for hardware, maintenance, updates and security. For these reasons and because vendors are no longer offering on-prem solutions, the city will be transitioning most software to the cloud.
- **OCR (optical character recognition) invoice reading** – This is functionality with newer financial systems. Under a new invoice process, invoices will be received electronically from vendors allowing the system to optically read and automatically pull in invoice information such as vendor, invoice number and amount (reducing data entry), the invoice will route electronically for approvals, and be stored in the system with the transaction. OCR error rate differs between systems. Workday is utilizing OCR functionality developed by Google with a 95% success rate in optical character recognition. The number of invoices processed by accounts payable has been increasing over the years. In 2014, 11,803 invoices were processed compared to 14,734 in 2024, a 25% increase. OCR will not only provide process efficiencies allowing for past and future invoice growth but also eliminates paper and fully provides a remote process including approval workflow.
- **Ease of use** – Workday is a financial and HR software for non-finance/HR users. Workday’s strengths include powerful reporting with drill-down capabilities, built-in dashboards, alpha coding (for example, a user would code an invoice to finance department, professional services vs 100-20-213-21300-7000), ease of maneuverability, various help tools, and mobile device functionality. Ease of use includes a favorites menu, overall search bar, chat AI bot, automatic notifications (e.g., when PO is approved), dashboards and reporting. Workday has the appearance of a more modern system which is the expectation of the next generation of workforce and aligns with the city’s strategic theme of City of Choice.
- **UB best-of-breed** – SpryPoint is a true cloud-based offering; provides automated connections for real-time updates to customer account balances (vs daily import/exports); and has an overall better user experience due to ease of use and help tools.
- **HR best-of-breed** - Workday will eliminate redundant data entry and streamline processes for the HR department which will result in increased productivity. This system also has the ability to maintain all information in one system versus having to use various methods (spreadsheets) to track different processes (employee leaves, employee turnover data, FLSA overtime, employee performance, etc.). The reporting features in Workday will provide HR with metrics that have been difficult to track in the past.

The employee and manager self-service portals touch every applicant and employee at the city, and the ease of navigation and improved functionality of these modules will support the city's CIVIC values as they've been built into recruitment, retention and accountability.

- **Workday/SpryPoint community** – Many metro communities have recently changed systems or are in the process of changing. LOGIS members went through an ERP and selected Oracle (Highstreet consultant implementor) for finance/HR and SpryPoint (UB). Since selection, the Oracle implementation is on hold but SpryPoint is moving forward. Within Minnesota, Anoka County, Stearns County, Scott County, Ramsey County and the City of Minneapolis have selected Workday. Workday has seen a 20X growth in the public sector since 2017 with 7/10 of the fastest growing cities in the US selecting Workday and 1.2 million+ users in the public sector (all on the same version).

### **COST**

Our current ERP, Tyler New World, cost \$906,000 in 2007 (\$425,000 for the licensed on-prem software and \$481,000 for implementation costs) plus annual software maintenance of \$85,000. The current ERP covers HR, finance and utility billing; however, other solutions are utilized to fill in current gaps. Other solutions include NeoGov, WhenToWork, ClearGov, Laserfiche and various other manual processes and excel schedules.

- NeoGov (recruitment and onboarding) – NeoGov will be replaced at an annual cost savings of \$21,000.
- WhenToWork (Parks & Recreation scheduling) – WhenToWork does not integrate with the current timecard/payroll system. Utilizing Workday for scheduling will allow for schedule/timecard comparison and mobile timecard entry. WhenToWork will be replaced at an annual cost savings of \$3,500.
- ClearGov (budgeting) – ClearGov will continue to be utilized for budgeting purposes. In 2023, the city replaced Questica (budgeting) and OpenGov (online transparency) with ClearGov. ClearGov not only offers personnel, operating and capital budgeting but also publishes interactive online budget and capital books. Utilizing ClearGov, the city was awarded the Distinguished Budget Presentation Award from the Government Finance Officers Association for the first time for the 2024/25 budget.
- Laserfiche (data retention) – Finance and HR items will be stored directly in the ERP system providing process efficiencies. For example, when researching an invoice, a user currently looks up the vendor, invoice number and payment date in New World, then goes into Laserfiche using that information to pull up the actual invoice. In the new system, a copy of the invoice would be attached directly to the transaction. There is no cost savings as Laserfiche will continue as a data repository for other city items.
- Various manual processes and excel schedules – It is difficult to quantify future savings in staff time. Workday has provided data based on other user surveys such as 53% reduction in requisition to purchase order cycle time, 81% reduction in time to onboard new employees, 50% decrease in open enrollment processing times and 79% reduction in payroll processing times. While these increases are not expected since the city is not coming from an antiquated system, efficiencies are anticipated.

The 2025-2034 CIP included the ERP project with an estimated range of \$1-5 million for the first year and on-going support of \$200,000-\$600,000. The current IT reserve for a new ERP system is \$1 million and annual New World maintenance is \$108,000. While the proposed costs are within the anticipated range, they exceed current funding in the IT internal service fund.

With the approval of City Council, staff will move forward in contract negotiations with Workday, SpryPoint and Strada. Costs continue to move based on negotiations, project scope and timeline. Current proposed costs and recommended funding follow:

|          |                                       |                    |
|----------|---------------------------------------|--------------------|
| Uses:    |                                       |                    |
|          | Finance/HR Implementation             | \$2,150,000        |
|          | Finance/HR Y1 annual maintenance      | \$170,000          |
|          | Utility Billing Implementation        | \$635,550          |
|          | Utility Billing Y1 annual maintenance | \$127,000          |
|          | Contingency                           | \$200,000          |
|          | <b>Total</b>                          | <b>\$3,282,550</b> |
| Sources: |                                       |                    |
|          | IT Internal Service Fund (1)          | \$1,170,000        |
|          | Capital Improvement Fund (2)          | \$1,350,000        |
|          | Utility Funds (3)                     | \$762,550          |
|          | <b>Total</b>                          | <b>\$3,282,550</b> |

- (1) IT Internal Service Fund – The IT internal service fund will cover the HR/Finance annual maintenance and \$1 million of the implementation cost. This will utilize the replacement reserve set aside of \$1 million and be an increase to existing annual maintenance of approximately \$60,000. IT allocations will increase in future years as annual maintenance increases and to rebuild the reserve for a future replacement.
- (2) Capital Improvement Fund – The capital improvement fund is funded through the property tax levy. The current balance is \$7 million.
- (3) Utility Funds – The cost of the utility billing system will be spread across the utility funds. Impact to the fund balance will be included in future utility rate studies. For context, the 2025-2034 Capital Improvement Plan for the utility funds called for \$70.6 million in capital spend over the ten years.

#### NEXT STEPS

Staff is requesting approval to move forward in contract negotiations with Workday, Strada and SpryPoint.

## SIGNATURE DOCUMENT

| Documents                             | Agreement Number             |
|---------------------------------------|------------------------------|
| Universal Main Subscription Agreement | MSA #: 00495715.0            |
| Subscription Order Form               | Order Form #: 00472820.0     |
| US Public Sector Addendum             | Agreement # 00495715.0       |
| DPE                                   | Version as of Effective Date |
| Security Exhibit                      | Version as of Effective Date |
| AUP                                   | Version as of Effective Date |

By executing this document (“**Signature Document**”), the undersigned agree they are duly authorized signatories and all documents listed in the above table are entered into between the parties, effective as of the later of the dates beneath the parties’ signatures below (“**Effective Date**”). References to Signature Document and Effective Date in the Universal Main Subscription Agreement mean those terms as defined in the preceding sentence.

|                                                                                    |                                                                                                                                                        |
|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>City of Plymouth</b><br>3400 Plymouth Blvd<br>Minneapolis, Minnesota 55447-1448 | <b>Workday, Inc.</b><br>Address: <a href="http://www.workday.com/contracting-entity-addresses">http://www.workday.com/contracting-entity-addresses</a> |
|                                                                                    |                                                                                                                                                        |
| Signature                                                                          | Signature                                                                                                                                              |
| Name                                                                               | Name                                                                                                                                                   |
| Title                                                                              | Title                                                                                                                                                  |
| Date Signed                                                                        | Date Signed                                                                                                                                            |

Approved as to Legal Form by:

## **UNIVERSAL MAIN SUBSCRIPTION AGREEMENT**

This Universal Main Subscription Agreement (“**MSA**”) is between the **Workday** entity identified on the Signature Document or Order Form (“**Workday**”) and the legal entity signing the Signature Document or Order Form referencing the Agreement (“**Customer**”). The parties agree as follows:

**1. Provision of Service.** Workday shall make the Service available to Customer for use by Customer, its Affiliates and Authorized Parties for whom Customer enables access solely for the internal business purposes of Customer and its Affiliates, subject to this Agreement. Workday shall perform training services and support services under and pursuant to the terms of this Agreement. Workday will publish changes to the SLA, AUP, Documentation, DPE and Security Exhibit on the Workday Community site.

**1.1 Invoices & Payment.** All fees will be electronically invoiced to the Customer identified on the Order Form. No expenses will be reimbursable by Customer unless identified in an Order Form and agreed in advance in writing by Customer. All fees will be due and payable within 35 days of the invoice date, except fees subject to a reasonable and good faith dispute. Workday shall email invoices to Customer within 2 business days of the date of the invoice. Customer shall provide Workday with complete and accurate billing contact information including a valid email address. Except for a termination or refund in accordance with this Section, Section 6 (Warranties), Section 7 (Indemnification), Section 9.1 (Termination) or as otherwise set forth expressly in this Agreement or an Order Form, all Order Forms are non-cancellable and all payments are non-refundable. Customer may not withhold, reduce, or set-off fees owed under this Agreement; provided, however, any sums that may be recoverable from Workday (whether as service credits or as the result of a good faith dispute) may be deducted from the amount of any sum due from Customer to Workday under the applicable Order Form, or, in the event no sums remain due under the applicable Order Form, shall be refunded to Customer by Workday no later than thirty (30) days after the determination of the good faith dispute.

**1.2 Suspension for Non-Payment.** Except for fees subject to a reasonable and good faith dispute, if a payment is more than 90 days past due and Workday has provided at least 30 days’ written notice to Customer, Workday may suspend the Service, without liability to Customer, until such amounts are paid in full. Workday shall not withhold any Customer Content as a means of resolving any dispute and Customer shall be able to retrieve its Customer Content as specified in accordance with Section 9.2.

**1.3 Taxes.** Fees invoiced pursuant to this Agreement do not include, and may not be reduced to account for, any taxes, which may include local, state, provincial, federal or foreign taxes, withholding taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes, excise, use, goods and services taxes, consumption taxes or similar taxes (collectively “**Taxes**”). Customer shall pay all Taxes imposed on the Service or any other services provided under this Agreement. If Workday has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount will be computed based on Customer’s address listed in the Signature Document or Order Form for this Agreement which will be used as the ship-to address on the Order Form, and invoiced to and paid by Customer, unless Customer provides Workday with a valid tax exemption certificate authorized by the appropriate taxing authority to [accounts.receivable@workday.com](mailto:accounts.receivable@workday.com).

**2. Customer Obligations.** Customer shall have sole responsibility for (a) the accuracy, quality, and legality of all Customer Content; (b) any Non-Workday Content it installs, uses, or enables; (c) obtaining and verifying it has all authorizations, consents, and rights necessary to use the Service (but the foregoing does not make Customer responsible for infringement claims); (d) taking commercially reasonable efforts for a public municipality to prevent unauthorized access to, or use of, the Service, and shall notify Workday promptly of any unauthorized access or use of which it is aware; and (e) ensuring compliance with the Agreement and the AUP by its Affiliates and Authorized Parties, and any breach by its Affiliates or Authorized Parties will be deemed a breach by Customer. Customer shall not: (1) use the Service in violation of Laws or the Documentation; (2) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (3) knowingly send or store Malicious Code in connection with the Service; (4) knowingly interfere with or disrupt performance of the Service or the data contained therein; or (5) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. During the applicable subscription Order Form term, Workday reserves the right to suspend Customer’s access to an applicable Service in the event Workday reasonably determines such action is necessary to preserve the integrity and/or security of such Service or if Workday in good faith reasonably determines that Customer has violated the AUP; however, Workday will use





commercially reasonable efforts under the circumstances to provide Customer with an opportunity to remedy such violation or threat prior to such suspension. Workday will use commercially reasonable efforts to minimize the length and scope of suspension in light of the circumstances.

### 3. Proprietary Rights.

(a) Customer Ownership. As between Workday and Customer, Customer owns all right, title and interest to its Customer Content. Workday shall have the right to only use Customer Content to provide the Service (including Improvements), subject to this Agreement.

(b) Workday Ownership. As between Customer, Workday, and Workday's licensors, Workday or its licensors own all right, title and interest to the Service (including any third-party content Workday makes available through the Service) and Documentation, including all related Intellectual Property Rights. Notwithstanding the foregoing, Customer may copy any workflows or approvals in the Service and use them for its internal business purposes during and after the Term including with any successor system (for clarity not for use for a third party's benefit).

(c) Customer Input. Customer hereby grants Workday, on an AS IS basis, a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its services any Customer Input. Workday will have no obligation to make Customer Input an Improvement. Customer will have no obligation to provide Customer Input.

**3.1 Restrictions.** Customer shall not (a) modify, copy, or create derivative works based on the Service or Documentation; (b) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party other than to Authorized Parties as permitted herein; (c) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by Workday in the provision of the Service and Documentation, except to the extent required by Law; (d) access the Service or Documentation in order to build any commercially available product or service; or (e) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation. Notwithstanding item (a), the Customer may use excerpts of the Documentation to create PowerPoints and the like for internal business purposes of training and presenting to the Authorized Parties with regard to their use of the Service. Notwithstanding item (e), the Customer may make a reasonable number of copies of the Documentation for internal business purposes only.

**4. Confidentiality.** Each party (the "**Recipient**") shall use the same degree of care that it uses to protect its own confidential information of like kind (but in no event using less than a reasonable standard of care) not to disclose or use any Confidential Information of the other party (the "**Discloser**") except as reasonably necessary to perform the Recipient's obligations or to exercise the Recipient's rights under this Agreement or with the Discloser's prior written permission. For purposes of clarification, this Section 4 also applies to Confidential Information either party or its Affiliates shares with the other party or its Affiliates related to potential future subscription services. Either party may disclose Confidential Information on a need to know basis to its Affiliates, Authorized Parties, advisors, contractors and service providers, including third party submission tools or online portal providers required by the Recipient for internal business purposes ("**Representatives**"), who are bound by confidentiality obligations at least as restrictive as those in this section. The Recipient shall be responsible for any acts or omission of its Representatives with respect to protection of the Discloser's Confidential Information. The parties agree that (a) the Recipient's or its Representatives' online portal terms conflicting with the terms of this Section 4 shall not be binding on the Discloser submitting its Confidential Information to the Recipient through the Recipient's or its Representative's online portal, this Section 4 applies to all such Confidential Information disclosed to the Recipient through such online portals; and (b) the Recipient's or its Representatives' online portal terms conflicting with the terms of this Section 4 are superseded by this Agreement with respect to confidentiality obligations. To the extent required by Law, including pursuant to any applicable portions of the MGDPA, the Recipient's disclosure of the Discloser's Confidential Information will not be considered a breach of this Agreement if the Recipient promptly provides Discloser with prior notice of such disclosure (to the extent legally permitted) and reasonable assistance, at the Discloser's cost, if the Discloser wishes to contest the disclosure. The Discloser may seek injunctive relief to enjoin any breach or threatened breach of this section, it being acknowledged by the parties that other remedies may be inadequate.

### 5. Protection and Security of Customer Content and Privacy.

**5.1 Security Program and Audit Reports.** Workday maintains a security program that conforms to the



Workday Security Exhibit and Audit Reports (as set forth in the applicable Product Terms). Through Workday's customer self-service systems or upon Customer's written request, Workday shall make available to Customer Workday's then-current Audit Reports for the applicable Service application to enable Customer to verify Workday's compliance with its obligations under this Agreement. Audit Reports constitute Workday's Confidential Information and are subject to the confidentiality terms in this Agreement or separate confidentiality agreement terms (as applicable).

**5.2 Privacy.** Personal Data will only be processed in accordance with the Data Processing Exhibit.

**5.3 Unauthorized Disclosure.** If either party becomes aware of a Security Breach, that party must promptly notify the other party, unless legally prohibited from doing so, within 48 hours or any shorter period required by Law except that Customer is not required to notify Workday unless Customer reasonably determines there is a threat to the Service. Additionally, each party shall reasonably assist the other party in mitigating any potential damage. As soon as reasonably practicable after any Security Breach, Workday shall conduct a root cause analysis and, upon request, shall share the results of its analysis and its remediation plan with Customer. Unless prohibited by Law, each party shall provide the other party with reasonable notice of and the opportunity to review and comment on the content of all public notices, filings, or press releases about a Security Breach that identify the other party by name prior to any such publication.

**5.4 MDGPA.** The requirements of Minn. Stat. 13.05 Subd.11 apply to this Agreement. Notwithstanding anything to the contrary herein and only to the extent required by Law, Workday shall comply with the applicable portions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 ("MGDPA").

**5.5 Order of Precedence.** In the event of any conflict between Section 4, the DPE, and any Business Associate Exhibit with respect to Confidential Information, the terms shall be interpreted in the following order: (a) any terms, including Product Terms, contained in an applicable Order Form; (b) the Business Associate Exhibit for PHI; (c) the DPE for Personal Data; and (d) Section 4 for all other Confidential Information.

**6. Warranties.** Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws. Workday warrants that during the applicable subscription Order Form term: (a) the overall Service (as reasonably determined by Customer, based on applicable industry standards) (1) features will not be materially decreased; and (2) will perform materially in accordance with the descriptions in the Documentation; and (b) to the best of Workday's knowledge, the Service does not contain, and Workday will not knowingly introduce, any Malicious Code (collectively, the "**Service Warranty**"). In the event of a breach of the Service Warranty set forth in (a) (1), (2) or (b), Workday shall correct the non-conforming Service at no additional charge to Customer, and in the event Workday is unable to correct such deficiencies after good-faith efforts, Workday shall refund Customer amounts paid attributable to the defective Service from the date Workday received such notice. Customer shall use commercially reasonable efforts to notify Workday in writing no later than 30 days after identifying a deficiency, but Customer's failure to notify Workday within that period will not affect Customer's right to receive warranty remedies unless Workday is impaired in its ability to correct the deficiency due to Customer's failure to notify. Notice of breaches of the warranty under item (1) must be made through Workday's then-current error reporting system; notices of breaches of any other warranty must be made in writing to Workday in accordance with the notice provisions of this MSA. Except as otherwise detailed in this Section, the Customer's exclusive remedy and Workday's sole liability for breach of the Service Warranty are those described in Section 9.1 for the affected Service. For clarity, (i) as used in this Section, termination of a non-conforming Service includes the right to terminate all associated SKUs that directly relate to the non-conforming SKU or that are reliant on the non-conforming SKU (such as Recruiting if HCM is being terminated); and (ii) the remedies specified in this Section 6 relate solely to a breach by Workday of its Service Warranty and to no other breaches of this Agreement including its confidentiality, privacy and data security obligations.

**6.1 DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO THE CUSTOMER.

**7. Indemnification.**

**7.1 Workday Indemnity.** Workday shall defend Customer, at Workday's expense, against any third-party



Claim brought against Customer alleging that the use of the Service as contemplated hereunder infringes that third party's Intellectual Property Rights, and shall indemnify and hold Customer harmless against any Losses arising from such third-party Claim. Workday will have no liability for Claims or Losses to the extent they arise from: (a) modification of the Service by anyone other than Workday or their personnel or subcontractors except to the extent the unmodified Service caused such Claim; (b) use of the Service in a manner inconsistent with the Documentation or in violation of this Agreement; or (c) use of the Service in combination with any other product or service not provided by Workday except to the extent the Service alone would have caused such Claim. If Customer is enjoined from using the Service or if Workday reasonably believes it will be enjoined, Workday may, at its sole option, obtain for Customer the right to continue use of the Service or replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to or exercised by Workday, then either party may terminate the applicable Service and Workday's sole liability, in addition to the indemnification obligations in this section and any breach of Services Warranty under Section 6, will be to refund any prepaid Subscription Fees for the Service that was to be provided after the effective date of termination and, if portions of the Service are terminated rather than the whole Agreement, the Subscription Fees shall be adjusted for the remainder of the subscription Order Form term to remove the amounts due for such terminated Service.

## **7.2 Customer Indemnity. RESERVED.**

**7.3 Conditions.** The indemnitor's obligations in Sections 7.1 and 7.2 are conditioned on the indemnitee: (a) promptly giving written notice of the third party Claim to the indemnitor (although a delay of notice will not relieve the indemnitor of its obligations under this section except to the extent that the indemnitor is prejudiced by such delay); (b) giving the indemnitor sole control of the defense and settlement of the third party Claim (although indemnitor may not settle any third party Claim unless it unconditionally releases indemnitee of all liability); and (c) providing to the indemnitor, at the indemnitor's cost, all reasonable assistance. Sections 7.1 through 7.3 state each indemnitee's exclusive remedies and the indemnitor's sole obligations related to the subject matter of these sections.

## **8. Limitation of Liability.**

**8.1. LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO (A) DAMAGES CAUSED BY GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, (B) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, (C) CUSTOMER'S PAYMENT OBLIGATIONS AND (D) WORKDAY'S REMEDIATION OBLIGATIONS IN SECTION 8.3, THE FOLLOWING LIMITATION OF LIABILITY CAPS SHALL APPLY: IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING 24-MONTH PERIOD (OR IF 24 MONTHS HAVE NOT PASSED, THE MONTHLY FEE X 24) FOR THE SERVICE FROM WHICH THE CLAIM AROSE (SEE ORDER FORM) ("**GENERAL CAP**"), EXCEPT THAT FOR BREACH OF EITHER PARTY'S CONFIDENTIALITY, SECURITY, OR PRIVACY OBLIGATIONS, THE BREACHING PARTY'S TOTAL AGGREGATE LIABILITY WILL BE A SEPARATE CAP OF THE FEES PAID OR PAYABLE UNDER THE AGREEMENT DURING THE IMMEDIATELY PRECEDING 24-MONTH PERIOD (OR IF 24 MONTHS HAVE NOT PASSED, THE MONTHLY FEE X 24) FOR THE SERVICE FROM WHICH THE CLAIM AROSE (SEE ORDER FORM). ALL CAPS LISTED IN THIS SECTION SHALL REFILL EVERY THREE YEARS FOR THE REMAINDER OF THE SUBSCRIPTION ORDER FORM TERM.

**8.2 EXCLUSION OF DAMAGES.** TO THE EXTENT ALLOWED BY LAW, EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT AND THE DIRECT DAMAGES IDENTIFIED IN SECTION 8.4, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE LIABILITY FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR COVER DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSIONS IN THIS SECTION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. CUSTOMER'S PAYMENT OBLIGATIONS WILL NOT BE CONSIDERED WORKDAY'S LOST PROFITS.

**8.3 Workday Remediation Obligations.** Notwithstanding anything in Section 8.2, if unauthorized disclosure of or access to Personal Data is caused by Workday's (or its subprocessors) breach of its security, privacy, or data protection obligations under this Agreement, Workday shall pay the reasonable and documented costs incurred by Customer in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the breach; (b) providing notification of the security breach to applicable government and relevant industry



self-regulatory agencies, to the media (if required by applicable Law) and to individuals whose Personal Data have been disclosed or accessed ("**Affected Individuals**"); (c) providing a credit monitoring service to Affected Individuals who elect to receive it for a period of one year after the date on which such individuals were notified of the unauthorized disclosure or access; and (d) operating a call center to respond to questions from Affected Individuals for a period of one year after the date on which such individuals were notified of the unauthorized disclosure or access. Notwithstanding the foregoing, or anything in the Agreement to the contrary, Workday will have no responsibility to pay costs of remediation to the extent they are due to gross negligence, willful misconduct or fraud by Customer or its employees, agents or contractors or Authorized Parties.

**8.4. Direct Damages.** Subject to Section 8.1, and notwithstanding Section 8.2, if either party breaches its obligations under this Agreement, the following will be considered direct damages: (a) amounts paid to affected third parties as damages or settlements in response to Claims arising from the breach; (b) amounts paid for fines and penalties imposed by any governmental authority arising from the breach; and (c) reasonable legal fees to defend against third-party Claims arising from the breach.

**9. Term.** The term of the Agreement commences on and continues from the Effective Date (as defined in the Signature Document) until all Order Forms have expired or otherwise been terminated, unless extended pursuant to the written agreement of the parties ("**Term**"). Subscriptions to the Service commence on the date and are for the period set forth in the applicable Order Form.

**9.1 Termination.** Either party may terminate the Agreement: (a) upon 30 days' prior written notice to the other party for a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (b) to the extent permitted by Law, immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. For clarity, (1) Customer shall have the right to terminate the affected Service and dependent Services for a breach of Service Warranty pursuant to Section 9.1(a) above, and the rights to terminate under Section 7 (Indemnification); and (2) a breach or termination of any PSA or SOW will not be considered a material breach or termination of this Agreement. If the Agreement is terminated, all Order Forms are simultaneously terminated and Customer shall, as of the date of any termination, immediately cease accessing and otherwise utilizing the Service (except as permitted under Sections 9.2 and 9.3) and Workday Confidential Information. Upon termination by Customer pursuant to this Section, Workday shall refund Customer any prepaid Subscription Fees for the Service that was to be provided after the effective date of termination. Termination for any reason will not relieve Customer of the obligation to pay any Subscription Fees accrued or due and payable to Workday prior to the effective date of termination, and, except to the extent prohibited by Law, rightful termination by Workday for uncured material breach by Customer under Section 9.1(a) will not relieve Customer of the obligation to pay all future Subscription Fees due under all executed Order Forms, or an amount agreed upon through good-faith negotiations reflecting Workday's statutory duty to mitigate under state law, for the subscription Service (which amounts shall not include any professional services, training or consulting or other services, or any renewal terms).

**9.2 Retrieval of Customer Content.** Upon Customer's written request made on or prior to expiration or termination of the Agreement (including any Transition Period), Workday shall give Customer limited access to the Service for a period of up to 60 days, at no additional cost, solely for purposes of retrieving Customer Content ("**Retrieval Period**"). After such Retrieval Period (or if no Retrieval Period, after termination or expiration of the Agreement or Order Form) and subject to Workday's legal obligations, Workday has no obligation to maintain or provide any Customer Content and shall, unless legally prohibited, delete Customer Content by deleting the Customer's applicable Instance; provided, however, that Workday will not be required to remove copies of the Customer Content from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday shall continue to protect the Customer Content in accordance with the Agreement. Customer Content will be made available for retrieval through extraction in a machine readable format as described in the Documentation.

**9.3 Transition Period Before Final Termination.** On non-renewal or if this Agreement is terminated and Customer submits a written request to Workday prior to any such termination for a one-time transition period, Workday shall continue to provide the Service for up to 12 months after the effective date of such termination (the "**Transition Period**"). Monthly fees for the Transition Period will be 1/12 of the next year's documented Subscription Fees, or, if such amounts are not agreed for such period then the immediately preceding twelve-month period plus an additional 5%. If Customer requests transition assistance during the Transition Period, Workday shall provide consulting cooperation and assistance regarding the Service as set forth in a statement of work, governed by the PSA, at Workday's then-current rates for consulting services unless a different rate is mutually agreed upon by the





parties. Notwithstanding the foregoing, if Workday is enjoined from performing, or termination of the Agreement was due to Customer's breach, Workday has no obligation to perform under this section unless it receives (a) payment of all fees not subject to reasonable and good faith dispute, (b) prepayment of fees for further services, and (c) certification of ongoing compliance with the terms of this Agreement during the Transition Period.

**9.4 Surviving Provisions.** Sections 1.1, 3, 4, 5 (for so long as Workday retains Customer Content), 6.1, 7, 8, 9.1, 9.2, 9.3, 9.4, 10 (except 10.2 and 10.10), and 11 will survive any termination or expiration of this Agreement.

## **10. General Provisions.**

**10.1 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to the Agreement.

**10.2 Insurance.** Workday shall maintain, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A-VII at the time of policy inception. Upon Customer's written request, Workday shall provide a certificate of insurance evidencing the following coverages: (a) Workers' Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than \$1,000,000 per accident/per employee. This policy shall include a waiver of subrogation against Customer, except for those monopolistic states that do not allow it; (b) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with an aggregate limit of no less than \$2,000,000. This policy shall include Customer under a blanket additional insured endorsement with respect to the provision of services provided under this Agreement; and (c) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than \$10,000,000 per occurrence and in the aggregate. Limits for Employers Liability and Commercial General Liability may be achieved through a combination of primary and excess liability/umbrella policies to reach the level of coverage shown above. Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered to Workday in accordance with policy provisions and Workday will replace such insurance with comparable insurance.

**10.3 Notices.** Unless expressly stated otherwise, all notices under this Agreement must be in writing and will be deemed to have been given upon: (a) personal delivery; and (b) the third business day after first class mailing.

Notices to Workday must be sent to the address shown in the Signature Document addressed to the attention of its Legal Department with a copy sent by email to [legal@workday.com](mailto:legal@workday.com). Notices to Customer must be sent to the address shown in the Signature Document addressed to Customer's signatory of this Agreement. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

**10.4 Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right or any other right. Other than as expressly stated, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**10.5 Force Majeure.** Neither party will be liable for any failure or delay in performance under this Agreement caused by unforeseeable events beyond that party's control and where the failure or delay is through no fault of the affected party and could not have been reasonably avoided ("**Force Majeure**"); provided, however, that Workday shall have complied with its disaster recovery and business continuity plans, including its RPO and RTO in the applicable SLA. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused, provided that notice of the Force Majeure event is given in writing within 15 days after the Force Majeure event begins. Such notice shall identify the nature of the Force Majeure event, its expected duration and the probable impact on the performance of the affected party's obligations.

**10.6 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent must not be unreasonably withheld or delayed). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) upon written notice without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee: (a) is an entity registered in a territory in which Workday is approved to provide the Service; and (b) agrees to be bound in writing by all of the terms of this Agreement and all past due Subscription Fees are paid in full. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**10.7 Governing Law; Waiver of Jury Trial.** This Agreement, and all Claims relating to or arising from this Agreement, are governed exclusively by laws of the State of New York, without regard to its conflicts of laws rules. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

**10.8 Export.** Each party shall comply with the applicable export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (a) is located in a country that is subject to a U.S. government embargo; (b) is listed on any U.S. government list of prohibited or restricted parties; or (c) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.

**10.9 Anti-Corruption.** Each party shall comply with all applicable anti-corruption Laws, in relation to this Agreement. Each party agrees that it will not offer to pay or give anything of value to anyone, including foreign governmental officials or related persons or entities on either party's behalf to corruptly: (a) influence any official act or decision; (b) secure any improper advantage; (c) obtain or retain business, or direct business to any person or entity; or (d) for the purpose of inducing or rewarding any favorable action in any matter related to the subject of this Agreement or the business of either party. Each party further agrees to keep accurate books and records in relation to this Agreement. Each party further agrees to cooperate with the other party in any anti-corruption due diligence process and/or investigation in relation to this Agreement.

**10.10 Federal Government End Use Provisions (if applicable).** Workday provides the pre-existing, commercial Service, including related software and technology, for federal government end use solely in accordance with the terms and conditions of this Agreement, and Workday provides only the technical data and rights as provided herein. If a government agency has a "need for" rights not conveyed under these terms, it must negotiate with Workday to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein. For avoidance of doubt, Workday does not currently provide the Service for use in furtherance of a federal prime or subcontract.

**10.11 Local Law Requirements: Canada.** With respect to Customers domiciled in Canada, the following provisions shall apply:

Choice of Language. The parties accept that the terms of this Agreement be drafted in English. Les parties acceptent que les conditions des présentes soient rédigées en anglais.

(a) Gross Negligence. "Gross Negligence" means any act or failure to act in breach of a duty of care that was intended to cause harm, which rises to the level of intentional wrongdoing, or was reckless in regard of or wanton indifference to the harmful and foreseeable consequences of such act or failure to act but does not include an act or failure to act that constituted merely a lack of due care (or a contractual breach alone).

**10.12 Workday SLA Service Credits.** If, in any rolling six-month period, Workday fails to meet the monthly commitments for Service Availability or Service Response (as applicable) described in the applicable Product Terms SLA (a "**Failure**"), Customer may request the following remedies no later than 30 days after the applicable Failure occurs: (a) a meeting to discuss possible corrective actions for the first Failure; (b) a 10% Service Credit for a second Failure; (c) a 20% Service Credit for a third Failure; and (d) a 30% Service Credit for a fourth Failure. In this Agreement, "**Service Credit**" means a credit equal to the stated percentage of the applicable monthly Subscription Fee for the affected Service. Workday shall deduct the highest applicable Service Credit from the next invoice for Subscription Fees or, if there is no subsequent invoice, shall refund the Service Credit to the Customer. The parties stipulate that any repeated or prolonged Service Availability failure that impacts Customer's ability to use the Service, and that has a material impact on Customer, is considered a material breach of this Agreement. The remedies in this section and Section 9.1, are the Customer's exclusive remedies for any Failure itself.

**10.13 Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Order Form will take precedence over provisions of this MSA and over any other exhibit or attachment. Customer acknowledges that it has had the opportunity to review all exhibits and attachments hereto. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter and is entered into without reliance on any promise or representation other than those expressly contained in this Agreement. Except as otherwise stated for terms attached to this Agreement via URL, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary



to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Notwithstanding anything to the contrary in this Agreement, no terms or conditions in a Customer purchase order or in any other Customer order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void. Purchase orders are for administrative convenience only and Workday may issue an invoice and collect payment without a corresponding purchase order. Customer's failure or delay to issue a purchase order shall not extend the payment due date. If a purchase order is required, it must be sent by email to [accounts.receivable@workday.com](mailto:accounts.receivable@workday.com) 10 business days prior to the date the invoice is issued in order to be included on the related invoice. This Agreement may be executed in counterparts and/or by electronic signatures.

## 11. Definitions.

The following definitions shall apply to this Agreement.

**"Affiliate"** means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Agreement"** means this Universal Main Subscription Agreement, the US Public Sector Addendum which amends this Universal Main Subscription Agreement, and including the SLA, Security Exhibit, Data Processing Exhibit, and any other exhibits, addenda, or attachments hereto, and any fully executed Order Form.

**"Audit Reports"** means the (a) most recently completed security audit reports and (b) other security relevant assessment reports and certifications for the applicable Service (as identified in the Product Terms) that are prepared by Workday's independent third party audit or obtained by Workday from other independent third parties, which may be updated by Workday from time to time. No update will materially decrease the protections provided by the controls set forth in the applicable Audit Report during the Term.

**"AUP"** means the acceptable use policy for the applicable Service located at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html>. No update will permit Workday to have additional rights in the Customer Content or Non-Workday Content or will change the security or privacy terms herein. The version of the AUP in effect on the Effective Date is attached to the Signature Document.

**"Authorized Parties"** means Customer's or an Affiliate's workers and third party providers who are authorized by Customer (a) in writing, (b) through the Service's security designation, or (c) by system integration or other data exchange process to access Customer's Instance or receive Customer Content.

**"Claim"** means a claim, demand, lawsuit or other legal proceeding brought against a party to this Agreement.

**"Confidential Information"** means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer Content; and (c) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how and other significant and valuable business information that would otherwise be considered to be trade secrets under Law, that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary in each case under this subsection (c) to the extent such information meets the definition of "trade secret information" or "security information" under Minn. Stat. 13.37 or otherwise qualifies as "nonpublic data" under Minnesota Statutes Ch. 13. Confidential Information does not include any information that, without the Recipient's breach of an obligation owed to the Discloser: (1) is or becomes generally known to the public; (2) was known to Recipient prior to disclosure by Discloser; (3) was independently developed by Recipient without use of the Confidential Information of Discloser; or (4) is received by Recipient from a third party. Customer Content will not be subject to the exclusions set forth in this definition.

**"Customer Content"** means electronic data or information submitted to the Service by Customer or Authorized Parties, and includes data produced as the result of the processing (including Processing as defined in the DPE) of Customer Content and returned back to Customer as part of the Service.

**"Customer Input"** means suggestions, enhancement requests, recommendations or other feedback provided by Customer, its users and/or Authorized Parties relating to the operation or functionality of the Service.

**"Data Processing Exhibit"** or **"DPE"** means the Universal Data Processing Exhibit located at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html>, which may be updated





by Workday from time to time to comply with applicable Data Protection Laws (defined in the DPE) applicable to Workday as a Data Processor. No update will materially decrease Workday's Data Processor obligations under the DPE. The version of the DPE in effect on the Effective Date is attached to the Signature Document.

**"Documentation"** means the then-current version of the Workday electronic Administrator Guide for the applicable Service application, which may be updated by Workday from time to time.

**"Enhanced Features"** shall have the same meaning as set forth in the applicable Product Terms.

**"Improvements"** means all improvements (including verification of such improvements), updates, enhancements (including Enhanced Features), error corrections, bug fixes, prevention of or addressing service or technical problems, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

**"Instance"** means a unique instance of the Service, with a separate set of Customer Content held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

**"Intellectual Property Rights"** means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

**"Law"** means any local, state, national and/or foreign law, treaties, and/or regulations applicable to the respective party.

**"Loss"** means reasonable attorneys' fees and any damages or costs awarded or entered into in settlement of a Claim.

**"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

**"Non-Workday Content"** means a third-party product, web-based, offline, mobile, or other software application functionality or other content that is provided by Customer or a third party (for clarity not by a third party contracted through Workday) and interoperates with a Workday Service application.

**"Order Form"** means the fully executed ordering document (including Product Terms) under which Customer subscribes to Service application(s) or other services. Order Forms do not include the terms of any preprinted terms on a Customer purchase order or other terms on a purchase order that are additional or inconsistent with the terms of this Agreement.

**"Personal Data"** has the definition set forth in the DPE.

**"Product Terms"** means the product terms for a specific Service application as identified via URL in or attached to the subscription Order Form, which may be updated by Workday from time to time; provided that no update to the Product Term will materially decrease the applicable security and privacy commitments, this definition does not limit the terms of Section 6, and any such changes will not become effective until 30 days after publication of the updated Product Terms.

**"Production"** means the Customer's use of or Workday's written verification of the availability of the Service (a) to administer its users (as identified in the applicable subscription Order Form); (b) to generate data for Customer's books/records; or (c) in any decision support capacity. Production does not include sandbox, preview, or implementation Instance.

**"PSA"** means the optional, separate, and independent professional services agreement between Customer and Workday related to Workday's provision of implementation and other consulting services to Customer, subject to a statement of work ("**SOW**").

**"Security Breach"** means (a) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Content; provided that an incidental disclosure of Customer Content to an Authorized Party or Workday, or incidental access to Customer Content by an Authorized Party or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "Security Breach" for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any Law; (b) any Personal Data Breach as defined in the DPE; and (b) any security breach (or substantially similar term) as defined by Law affecting Customer Content.



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**"Security Exhibit"** means the Universal Security Exhibit located at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html>, which may be updated by Workday from time to time. No update will materially decrease the protections provided by the controls set forth in the Security Exhibit during the Term. The version of the Security Exhibit in effect on the Effective Date is attached to the Signature Document.

**"Service"** means the applicable Workday software-as-a-service application and Improvements (as described in the Documentation and Product Terms) as subscribed to under an Order Form. For purposes of clarification, Service excludes professional services, support services, training services, and Non-Workday Content. The Service is a Covered Service under the Security Exhibit.

**"Signature Document"** means the document signed by the parties which lists all the terms and conditions forming part of this Agreement to which the parties agree to be bound.

**"SLA"** means the Production support and service level availability policy for the Service application(s) identified in the applicable Product Terms, which may be updated by Workday from time to time. No update will materially decrease Workday's responsibilities or materially add to Customer's responsibilities under the SLA. The version of the SLAs in effect on the Effective Date are attached to the applicable Order Form(s).

**"Subscription Fees"** means all amounts invoiced and payable by Customer for the applicable Service under an Order Form.

**"US Public Sector Addendum"** means the US public sector addendum dated of even date herewith and executed by the parties, which forms part of, and amends in part, this Universal Main Subscription Agreement.

## US Public Sector Addendum

This US public sector addendum (“**Public Sector Addendum**” or “**Addendum**”) is incorporated into and forms part of, and amends, the Universal Workday Main Subscription Agreement for Federal and SLED Customers, as executed by Workday and Customer as of March 25 2025 (“**MSA**” or “**Agreement**”). This Addendum will apply to all subsequent Order Forms that reference the same MSA, unless a different Addendum is referenced in such Order Form.

This Public Sector Addendum applies to United States government customers, including but not limited to entities of the United States Federal Government (each, a “**Federal Customer**”), as well as state entities, local entities, or public education entities created by the Laws (including constitution or statute) of the applicable state (each, a “**SLED Customer**”). Customer is a SLED Customer. Workday also reserves the right, at its sole discretion, to offer this Public Sector Addendum to US-based (i) private higher education entities, (ii) quasi-public entities (not otherwise qualified as a Federal Customer or a SLED Customer), such as federally funded research and development centers, and/or (iii) public healthcare entities (not otherwise qualified as a Federal Customer or a SLED Customer), provided that in order for this Public Sector Addendum to apply to such entities, it must be explicitly referenced and incorporated into the signed Signature Document or Order Form as between Workday and such entity. As applicable, an entity qualified under (i), (ii), or (iii) above will be referred to herein as an “**Approved Customer**”; an Approved Customer is specifically not included in the definition of “Federal Customer” or “SLED Customer” and any clauses in this Addendum indicating it applies only to a Federal Customer or a SLED Customer will not extend to an Approved Customer.

Unless otherwise defined herein, all other capitalized terms used in this Public Sector Addendum have the same meaning as set forth in the MSA.

1. **Taxes.** The following sentence is hereby added at the beginning of the “Taxes” clause in the MSA (currently, Clause 1.3): *“This clause applies only if Customer has not provided Workday with a valid tax exemption certificate authorized and honored by applicable taxing authorities that covers all Taxes.”*
2. **FOIA/Public Disclosure Laws.** Workday acknowledges that Customer may be compelled to disclose certain Workday Confidential Information pursuant to the Federal Freedom of Information Act and/or state public disclosure Laws. A disclosure by the Customer of Workday’s Confidential Information to the extent required by Law will not be considered a breach of the Agreement, provided the Customer promptly provides Workday with prior notice of such disclosure (to the extent legally permitted) in time to allow Workday to contest such disclosure, follows the process set forth in any applicable public records law(s), and provides reasonable assistance, at Workday’s cost, if Workday wishes to contest the disclosure. In the event of any request by a government agency, law enforcement authority, or document subpoena for access to Customer Content, Workday will seek to redirect the inquiry to Customer. In all such cases, Workday will take all reasonable and legally permissible measures to protect the Customer Content and to inform Customer of such demand.
3. **FERPA.** To the extent required for a public education SLED Customer or an Approved Customer, the parties agree to the following addition to the MSA: *“To the extent Customer is an educational institution subject to the Family Educational Rights and Privacy Act (“FERPA”) and determines that Workday is a School Official for purposes of 34 CFR §99.31(a)(1)(i)(B), Workday will comply with its obligations thereunder by complying with the terms of this Agreement and the DPE.”*
4. **Business Associate Exhibit** If the Customer Content includes data that is protected by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and Customer is a Covered Entity as defined under HIPAA, Workday’s Business Associate Exhibit found at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html> effective as of the Effective Date of the Agreement will apply to Workday’s receipt, maintenance, or transmission of Protected Health Information from, or on behalf of Customer, as described in such Exhibit.

5. **Clause 7.2 Customer Indemnity in the MSA is deleted and replaced with RESERVED.:**
6. **FOR A FEDERAL OR SLED CUSTOMER ONLY: Termination for Non-Appropriation.** To the extent required by Law, the following provision is hereby added to the end of the "Termination" clause of the MSA (currently Clause 9.1):

**Termination for Non-Appropriation.** Customer is a US Federal, State, or Local governmental entity that relies on funding which is allocated at the federal, state and/or local level to fund the Service in the Agreement. Customer intends to continue the Agreement for its entire term and to satisfy its obligations thereunder. Customer will seek to obtain funding for each fiscal year of an Order Form. For each succeeding fiscal period: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under the Agreement; (b) Customer agrees to use all lawful and reasonable means to secure appropriations; and (c) Customer agrees it will not use non-appropriations as a means of terminating the Agreement in order to acquire functionally equivalent products or services from a third party. If funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, Customer may terminate the impacted portion of an Order Form, in whole or in part. In accordance with the foregoing, Customer will give Workday written notice thirty (30) days prior to the effective date of any such termination. All obligations of Customer to make payments after the termination date will cease and all Workday obligations to provide the Service will terminate. Notwithstanding the foregoing, Customer will pay for (i) the entire time period the Service was made available to Customer prior to Workday's receipt of notice of termination for non-appropriation; and (ii) for all amounts and Service periods for which Customer has received services. Customer will not execute any Order Form unless funds have been appropriated for at least the first year's subscription fee. Upon termination, Customer will remit all amounts due, and all costs reasonably incurred up to the date of termination. Upon request by Workday, Customer will identify to Workday the extent to which funds have been allocated for individual Order Forms throughout the term of the Agreement.

7. **Background Check.** Unless prohibited by law, Workday agrees to conduct (or has previously conducted) a criminal background check on personnel employed by Workday (or will require its subcontractors to conduct a background check on their own personnel) who will have access to Customer Content. Such background check will be in the form generally used by Workday in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process. Workday will not allow any person performing under the Agreement on behalf of Workday to be assigned to have access to Customer Content whose background check revealed a conviction of any violent crime or crime involving theft, dishonesty, moral turpitude, breach of trust, or money laundering.
8. **Code of Conduct.** Workday has a published code of conduct available at <https://www.workday.com/en-us/company/about-workday/ethics-compliance.html> with rules for ethical business conduct which complies with applicable law. Workday uses commercially reasonable efforts to ensure that Workday complies with its code of conduct, including but not limited to periodic training of employees about the code.
9. **Assignment.** In the event of an M&A assignment, the non-assigning party will be entitled to request from the assignee reasonable information to demonstrate that the assignee has the necessary resources and expertise to provide the Service. Failure to provide such information will be a material breach of the Agreement.
10. **Federal Government End Use.** Workday's offering constitutes 'commercial items' as defined under FAR 2.101. Workday's contracting documents are in conformance with Workday's commercial item offerings and tailoring of acquisition terms is pursuant to FAR 12.302(b). If you are a FAR governed Federal Customer, Workday agrees that the resulting contract will include the mandatory FAR commercial flow downs for a subcontractor under FAR 52.244-6. Additionally, the parties agree that the purpose of the Agreement is to provide a sophisticated integrated system solution, principally for

the provision of a product, not a service and as such, neither the Service Contract Act nor its related statutes or regulations apply to Workday's performance hereunder.

- 11. Use by Other Entities.** The parties agree that other United States public entities, including state agencies, local governments, courts, and public institutions of higher education may utilize the terms of the Agreement to purchase the Service from Workday for agreements commencing no later than 5 years after the Effective Date of the Agreement. Workday may extend the availability of the Agreement for such use in its sole and reasonable discretion. The parties understand that pricing is specific to Pricing Metrics and the choice of Workday Service components and other entities will not necessarily pay the same price as Customer. Any such other entity will be responsible for complying with its relevant procurement rules and regulations. Customer will in no way whatsoever incur any liability to Workday, such entities, or others in relation to specifications, delivery, payment, or any other aspect of actions or omissions by such entities. An entity wishing to utilize the Agreement will have a copy of the Agreement executed in its own name and any Order Forms will be in such entity's name. The parties agree that Workday can disclose the Agreement, all exhibits, and any applicable Order Forms to an entity seeking to make use of this Clause.
- 12. Publicity.** Except as set forth in this clause, Workday will not use Customer's name, logos or trademarks without the prior written consent of Customer in any written press releases, advertisements and/or marketing materials. Notwithstanding the foregoing, Workday may use Customer's name and logo in lists of customers and on its website, including, but not limited to, Workday's community portal; however, such usage will not be classified as an advertisement but only identification as an entity who receives the Service from Workday. Workday will comply with Customer's trademark and logo usage guidelines if they are provided to Workday by Customer. For the avoidance of doubt, this clause does not prohibit Workday from referencing Customer's name in a verbal format. Individual Order Forms may have more expansive publicity rights.
- 13. FOR A FEDERAL OR SLED CUSTOMER ONLY: Governing Law.** The parties agree that notwithstanding the "Governing Law" clause of the MSA (currently Clause 10.7), the following will apply:
- a. For a Federal Customer only: this Addendum and the Agreement and any disputes arising out of or related thereto will be governed by U.S. Federal Law. Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by Federal Law is deleted and superseded by the forum or venue required by Law. If Workday believes a Federal Customer is in breach of the Agreement, Workday will pursue its rights under the Contract Disputes Act or other applicable Law while continuing performance as set forth in Federal Acquisition Regulation 52.233-1 (Disputes).
  - b. For a SLED Customer only: this Addendum and the Agreement and any disputes arising out of or related thereto will be governed by the Laws of the state pursuant to which Customer is created, or else the state in which Customer's primary headquarters or main office is geographically located, notwithstanding their conflicts of laws provisions. With respect to all disputes arising out of or related to this Addendum and the Agreement, the parties consent to exclusive jurisdiction and venue in the state and federal courts located in such state.
- 14. Order of Precedence:** The second sentence of MSA Clause 10.13, "Miscellaneous" is hereby replaced with the following: In the event of a conflict, the provisions of an Order Form will take precedence over provisions of this MSA as modified by the US Public Sector Addendum and any other exhibit or attachment with respect to the Service described on that Order Form, except that no terms in or attached to an Order Form shall modify the MSA or the US Public Sector Addendum unless the main body of the Order Form specifically states which section it is amending.





## **UNIVERSAL SECURITY EXHIBIT**

This Workday Universal Security Exhibit applies to the Covered Service and Covered Data. Capitalized terms used herein have the meanings given in the Agreement, including attached exhibits, that refers to this Workday Universal Security Exhibit.

Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing of Covered Data as well as the associated risks, are appropriate to (a) the type of information that Workday will store as Covered Data; and (b) the need for security and confidentiality of such information. Workday's security program is designed to:

- Protect the confidentiality, integrity, and availability of Covered Data in Workday's possession or control or to which Workday has access;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Covered Data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Covered Data;
- Protect against accidental loss or destruction of, or damage to, Covered Data; and
- Safeguard information as set forth in any local, state or federal regulations by which Workday may be regulated.

Without limiting the generality of the foregoing, Workday's security program includes:

1. **Security Awareness and Training**. Mandatory employee security awareness and training programs, which include:
  - a) Training on how to implement and comply with its information security program; and
  - b) Promoting a culture of security awareness.
2. **Access Controls**. Policies, procedures, and logical controls:
  - a) To limit access to its information systems and the facility or facilities in which they are housed to properly authorized persons;
  - b) To prevent those workforce members and others who should not have access from obtaining access; and
  - c) To remove access in a timely basis in the event of a change in job responsibilities or job status.
3. **Physical and Environmental Security**. Controls that provide reasonable assurance that access to physical servers at the data centers housing Covered Data is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes.
4. **Security Incident Procedures**. A security incident response plan that includes procedures to be followed in the event of any security breach of any application or system directly associated with the accessing, processing, storage or transmission of Covered Data.
5. **Contingency Planning**. Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Covered Data or production systems that contain Covered Data.
6. **Audit Controls**. Technical or procedural mechanisms put in place to promote efficient and effective operations, as well as compliance with policies.
7. **Data Integrity**. Policies and procedures to ensure the confidentiality, integrity, and availability of Covered Data and to protect it from disclosure, improper alteration, or destruction.
8. **Storage and Transmission Security**. Security measures to guard against unauthorized access to Covered Data that is being transmitted over a public electronic communications network or stored electronically.

## **UNIVERSAL SECURITY EXHIBIT**

9. **Secure Disposal.** Policies and procedures regarding the secure disposal of tangible property containing Covered Data, taking into account available technology so that such data cannot be practicably read or reconstructed.
10. **Assigned Security Responsibility.** Assigning responsibility for the development, implementation, and maintenance of its information security program, including:
  - a) Designating a security official with overall responsibility; and
  - b) Defining security roles and responsibilities for individuals with security responsibilities.
11. **Testing.** Regularly testing the key controls, systems and procedures of its information security program to validate that they are properly implemented and effective in addressing the threats and risks identified.
12. **Monitoring.** Network and systems monitoring, including error logs on servers, disks and security events for any potential problems. Such monitoring includes:
  - a) Reviewing changes affecting systems handling authentication, authorization, and auditing;
  - b) Reviewing privileged access to Workday production systems processing Covered Data; and
  - c) Engaging third parties to perform network vulnerability assessments and penetration testing on a regular basis.
13. **Change and Configuration Management.** Maintaining policies and procedures for managing changes Workday makes to production systems, applications, and databases processing Covered Data. Such policies and procedures include:
  - a) A process for documenting, testing and approving the patching and maintenance of the Covered Service;
  - b) A security patching process that requires patching systems in a timely manner based on a risk analysis; and
  - c) A process for Workday to utilize a third party to conduct web application level security assessments. These assessments generally include testing, where applicable, for:
    - i) Cross-site request forgery
    - ii) Services scanning
    - iii) Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing)
    - iv) XML and SOAP attacks
    - v) Weak session management
    - vi) Data validation flaws and data model constraint inconsistencies
    - vii) Insufficient authentication
    - viii) Insufficient authorization
14. **Program Adjustments.** Workday monitors, evaluates, and adjusts, as appropriate, the security program in light of:
  - a) Any relevant changes in technology and any internal or external threats to Workday or the Covered Data;
  - b) Security and data privacy regulations applicable to Workday; and
  - c) Workday's own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.





## UNIVERSAL DATA PROCESSING EXHIBIT

This Universal Data Processing Exhibit is an exhibit to the Agreement between Workday and Customer and sets forth the obligations and rights of the parties regarding the Processing of Personal Data pursuant to such Agreement.

### 1. Definitions

Unless otherwise defined below, all capitalized terms have the meaning given within the applicable Agreement and/or exhibits thereto.

**“Agreement”** means the MSA, the Professional Services Agreement, and Order Forms, including any exhibits or attachments applicable to the Covered Service.

**“CCPA”** means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., its implementing regulations, and amendments, including the California Privacy Rights Act (“**CPRA**”) and its implementing regulations.

**“Controller”** means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

**“Covered Data”** means (i) Customer Data, (ii) Professional Services Data, and (iii) any other electronic data or information submitted by or on behalf of Customer to a Covered Service.

**“Covered Service”** means (i) any Service provided under an Order Form that specifically refers to this DPE, and/or (ii) any Professional Services.

**“DPE”** means this Universal Data Processing Exhibit including any appendices, or documents incorporated by reference.

**“Data Protection Laws”** means all data protection laws applicable to the Processing of Personal Data under this DPE, including local, state, national and/or foreign laws, treaties, and/or regulations, including without limitation the GDPR, and implementations of the GDPR into national law, and CCPA, in each case as may be amended or superseded from time to time.

**“Data Subject”** means the person to whom the Personal Data or Personal Information relates.

**“Europe”** or **“European”** means the European Economic Area (“**EEA**”), the United Kingdom (“**UK**”), and Switzerland.

**“GDPR”** means either or both the (i) General Data Protection Regulation (EU) 2016/679 (“**EU GDPR**”), and (ii) the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (“**UK GDPR**”) as the context may require.

**“Personal Data”** means any Covered Data that relates to an identified or identifiable natural person.

**“Personal Data Breach”** means (i) a ‘personal data breach’ as defined in the GDPR affecting Personal Data, and (ii) any Security Breach affecting Personal Data.

**“Processing”** or **“Process”** means any operation or set of operations performed on Personal Data or sets of Personal Data, such as collecting, recording, organizing, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, disseminating or otherwise making available, aligning or combining, restricting, erasing or destroying.

**“Processor”** means the entity which Processes Personal Data on behalf of the Controller, including as applicable any “service provider” as that term is defined by the CCPA.

**“Professional Services”** means the professional or consulting services provided to Customer under a Professional Services Agreement.

**“Professional Services Agreement”** means any agreement between the parties for the provision of consulting or professional services, including but not limited to the following agreements or terms: the Professional Services Agreement, the Delivery Assurance terms, the Professional Services Addendum, and/or the Consulting and Training Addendum and Amendment.



## **UNIVERSAL DATA PROCESSING EXHIBIT**

**“Professional Services Data”** means electronic data or information that is provided to Workday under a Professional Services Agreement for the purpose of being input into a Service, or Covered Data accessed within or extracted from the Customer’s tenant or instance to perform the Professional Services.

**“Subprocessor”** means a Workday Affiliate or third-party entity engaged by Workday or a Workday Affiliate as a Processor under this DPE.

**“Subprocessor List”** means the subprocessor list identifying the Subprocessors that are authorized to Process Personal Data, accessible through Workday’s website (currently located at <https://www.workday.com/en-us/legal/subprocessors.html>).

### **2. Processing Personal Data**

**2.1 Scope and Role of the Parties.** This DPE applies to the Processing of Personal Data by Workday to provide the Covered Service. For the purposes of this DPE, Customer is a Controller or a Processor and Workday is a Processor.

**2.2 Instructions for Processing.** Workday shall Process Personal Data in accordance with Customer’s documented instructions. Customer instructs Workday to Process Personal Data to provide the Covered Service in accordance with the Agreement (including this DPE) and as further specified via Customer’s use of the Covered Service. Workday will comply with additional written instructions issued by Customer if they are consistent with the terms and scope of the Agreement. To the extent Workday Processes Personal Information under the CCPA, the terms of the California Privacy Addendum to this DPE will apply to the Processing of such Personal Information.

**2.3 Compliance with Laws.** Workday shall comply with all Data Protection Laws applicable to Workday in its role as a Processor Processing Personal Data. Customer shall comply with all Data Protection Laws applicable to Customer as a Controller and shall obtain all necessary consents, and provide all necessary notifications, to Data Subjects to enable Workday to carry out lawfully the Processing contemplated by this DPE. Customer shall ensure that any instruction it issues to Workday complies with applicable Data Protection Laws. Workday shall inform Customer without undue delay if, in its reasonable opinion, an instruction issued by Customer violates applicable European Data Protection Laws.

**2.4 Description of Processing.** The agreed subject-matter, the nature, purpose and duration of data processing, the types of Personal Data and categories of Data Subjects are set forth in Addendum B to this DPE.

### **3. Subprocessors**

**3.1 Use of Subprocessors.** Customer hereby agrees and provides a general authorization that Workday and Workday Affiliates may engage Subprocessors. Workday or the relevant Workday Affiliate engaging a Subprocessor shall ensure that such Subprocessor has entered into a written agreement that is no less protective than this DPE. Workday shall be liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by Workday.

**3.2 Notification of New Subprocessors.** Workday shall make available to Customer a Subprocessor List and provide Customer with a mechanism to obtain notice of any updates to the Subprocessor List. At least thirty (30) days prior to authorizing any new Subprocessor to Process Personal Data, Workday shall provide notice to Customer by updating the Subprocessor List.

**3.3 Subprocessor Objection Right.** Customer may object to Workday’s use of a new Subprocessor on reasonable grounds relating to data protection by providing written notice to Workday within fourteen (14) days following Workday’s notification pursuant to Section 3.2 above. Should Workday choose to retain the objected-to Subprocessor, Workday will notify Customer at least fourteen (14) days before authorizing the Subprocessor to Process Personal Data and Customer may terminate the relevant portion(s) of the Covered Service within thirty (30) days. Upon any termination by Customer pursuant to this Section, Workday shall refund Customer any prepaid fees for the terminated portion(s) of the Covered Service that were to be provided after the effective date of termination.

## UNIVERSAL DATA PROCESSING EXHIBIT

### 4. Data Subject Rights

**4.1 Assistance with Data Subject Requests.** Workday will, in a manner consistent with the functionality of the Covered Service and Workday's role as a Processor, provide reasonable support to Customer to enable Customer to respond to Data Subject requests to exercise their rights under applicable Data Protection Laws ("**Data Subject Requests**").

**4.2 Handling of Data Subject Requests.** For the avoidance of doubt, Customer is responsible for responding to Data Subject Requests. If Workday receives a Data Subject Request or other complaint from a Data Subject regarding the Processing of Personal Data, Workday will promptly forward such request or complaint to Customer, provided the Data Subject has given sufficient information for Workday to identify Customer.

### 5. Workday Personnel

Workday shall require screening of its personnel who may have access to Personal Data and shall require such personnel (i) to Process Personal Data in accordance with Customer's instructions as set forth in this DPE, (ii) to receive appropriate training on their responsibilities regarding the handling and safeguarding of Personal Data; and (iii) to be subject to confidentiality obligations which survive their termination of employment.

### 6. Personal Data Breach

If Workday becomes aware of a Personal Data Breach, it shall without undue delay notify Customer in accordance with the Unauthorized Disclosure and Security Breach provisions of the MSA. Workday shall take appropriate measures to address and mitigate the adverse effects of the Personal Data Breach. To the extent Customer requires additional information from Workday to meet its Personal Data Breach notification obligations under applicable Data Protection Laws, Workday shall provide reasonable assistance to provide such information to Customer taking into account the nature of Processing and the information available to Workday.

### 7. Security of Processing

Workday shall implement and maintain appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data as described in the Universal Security Exhibit.

### 8. Audit

Where Workday has obtained third-party audit reports and certifications for its Covered Services ("**Audit Reports and Certifications**"), Workday will, at Customer's request and subject to the confidentiality terms set forth in the MSA, make its most recent Audit Reports and Certifications available to Customer for the applicable Covered Service.

To the extent Customer reasonably determines that the Audit Reports and Certifications are not sufficient to demonstrate compliance or to respond to a regulatory audit, Workday will allow Customer or an independent auditor appointed by Customer to conduct an audit, subject to the following: (a) Customer and Workday will mutually agree upon the scope, timing, duration, and control and evidence requirements; (b) Customer is responsible for all costs and fees related to such audit and will reimburse Workday for any services performed by Workday at Workday's then-current rates; (c) to the extent the audit is conducted by a third-party audit firm, (i) the third-party audit firm is not a competitor of Workday and (ii) Customer has, prior to such audit, entered into an agreement with such third-party audit firm containing confidentiality terms no less protective than the confidentiality terms set forth in the MSA; and (d) to the extent the audit is conducted by a regulator having jurisdiction over Customer, the regulator is subject to a duty of confidentiality in relation to the findings of that audit (whether arising as a matter of law or by Customer having, prior to such audit, entered into an agreement with the regulator) such duty being no less protective than the confidentiality terms set forth in the MSA.

**9. Data Protection Impact Assessments.** Workday will, at Customer's request and subject to the confidentiality terms set forth in the MSA, make its most recent Audit Reports and Certifications available to Customer. To the extent Customer requires additional assistance to meet its obligations under applicable Data Protection Laws to carry out a data protection impact assessment and prior consultation with the competent supervisory authority related to Customer's use



## **UNIVERSAL DATA PROCESSING EXHIBIT**

of the Covered Service, Workday will, taking into account the nature of Processing and the information available to Workday, provide reasonable assistance to Customer.

### **10. Return and Deletion of Personal Data**

Upon termination of the Covered Service, Workday shall return and delete Personal Data in accordance with the relevant provisions of the Agreement.

### **11. International Transfers of European Personal Data**

To the extent Customer's use of the Covered Services requires a transfer mechanism to lawfully transfer Personal Data from Europe, the terms and safeguards in Addendum A to this DPE will apply.

### **12. General Provisions**

**12.1 Customer Affiliates.** Customer is responsible for coordinating all communication with Workday on behalf of its Affiliates with regard to this DPE. Customer represents that it is authorized to enter into this DPE and any transfer safeguards entered into under this DPE, issue instructions, and make and receive any communications or notifications in relation to this DPE on behalf of its Affiliates.

**12.2 Termination.** The term of this DPE will end simultaneously and automatically at the later of (i) the termination of the Agreement or, (ii) when all Personal Data is deleted from Workday's systems.

**12.3 Conflict.** This DPE is subject to the non-conflicting terms of the Agreement. With regard to the subject matter of this DPE, if inconsistencies between the provisions of this DPE and the Agreement arise, the provisions of this DPE shall prevail with regard to the parties' data protection obligations.

**12.4 Customer Affiliate Enforcement.** Customer's Affiliates may enforce the terms of this DPE directly against Workday, subject to the following provisions:

- i. Customer will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to the Agreement (each an "**Affiliate Claim**") directly against Workday on behalf of such Affiliate, except where the Data Protection Laws to which the relevant Affiliate is subject require that the Affiliate itself bring or be party to such Affiliate Claim; and
- ii. for the purpose of any Affiliate Claim brought directly against Workday by Customer on behalf of such Affiliate in accordance with this Section, any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Customer.

**12.5 Remedies.** Customer's remedies (including those of its Affiliates) with respect to any breach by Workday, its Affiliates and Subprocessors of the applicable terms of this DPE, and the overall aggregate liability of Workday and its Affiliates arising out of, or in connection with the Agreement (including this DPE) will be subject to any aggregate limitation of liability that has been agreed between the parties under the Agreement.

**12.6 Miscellaneous.** The section headings contained in this DPE are for reference purposes only and shall not in any way affect the meaning or interpretation of this DPE.

**UNIVERSAL DATA PROCESSING EXHIBIT****ADDENDUM A****International Transfers of European Personal Data****1. Definitions**

**“Data Privacy Framework”** means the EU-U.S., Swiss-U.S., and UK-U.S. Extension to the Data Privacy Framework maintained by the United States Department of Commerce determined to provide an adequate level of protection for Personal Data transfers to certified commercial organizations in the United States under (i) the European Commission’s Adequacy Decision 2023/4745 of 10 July 2023 and (ii) other applicable Data Protection Laws.

**“Restricted Transfer”** means (i) where the EU GDPR applies, a transfer of Personal Data from the EEA to a country or commercial organization outside of the EEA which is not subject to a valid adequacy determination by the European Commission; (ii) where the UK GDPR applies, a transfer of Personal Data from the UK to a country or commercial organization outside the UK which is not based on adequacy regulations pursuant to section 17A of the UK Data Protection Act 2018 (**“UK DPA”**); and (iii) where the Swiss Federal Act on Data Protection of June 19, 1992 (**“Swiss FADP”**) applies, a transfer of Personal Data from Switzerland to a country or commercial organization outside Switzerland which has not been recognized to provide an adequate level of protection by the Federal Data Protection and Information Commissioner.

**“SCCs”** means (i) where the EU GDPR applies, the standard contractual clauses annexed to the European Commission’s Implementing Decision 2021/914 of 4 June 2021 (**“EU SCCs”**); and (ii) where the UK GDPR applies, the “International Data Transfer Addendum to the EU Commission Standard Contractual Clauses” issued by the Information Commissioner under s.119A(1) of the UK DPA (version B1.0 of 21 March 2022) as updated or amended (**“UK Addendum”**).

**“Workday BCRs”** or **“BCRs”** means Workday’s Processor Binding Corporate Rules. The Workday BCRs are accessible through Workday’s website (currently located at <http://workday.com/legal/bcrs.html>).

**2. Transfer Mechanisms.** To the extent Customer’s use of the Covered Services requires a transfer mechanism to lawfully transfer Personal Data from Europe, the following terms will apply. Where more than one transfer mechanism applies, the transfer of Personal Data will be subject to a single transfer mechanism in accordance with the following order of precedence: (i) the Data Privacy Framework, (ii) the Workday BCRs, and (iii) the SCCs.

**2.1 Data Privacy Framework.** Workday, Inc. is self-certified to and complies with the Data Privacy Framework and will remain certified for the term of the Agreement.

**2.2 BCRs.** For the Covered Services identified in the following table, the Workday BCRs apply to the Processing of Personal Data of a Customer or Customer Affiliate established in the EEA. In this event, all provisions of the Workday BCRs are incorporated by this reference and shall be binding and enforceable for Customer according to Section 1.4 of the Workday BCRs as if they were set forth in this DPE in their entirety. If any conflict or inconsistency arises between this DPE and the Workday BCRs, the Workday BCRs shall prevail.

| <b>BCR Covered Services</b> | <b>Applicable SKU Names</b>                                                                                                                                                                                                                                                                                                                        |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| HCM/FIN/ANALYTICS           | Human Capital Management, Cloud Connect for Benefits, Workday Payroll, Cloud Connect for Third Party Payroll, Time Tracking, Recruiting, Learning (excluding Media Cloud), Learning for Extended Enterprise, Core Financials, Expenses, Procurement, Inventory, Grants Management, Projects, Projects Billing, Workday Prism Analytics and Student |
| Workday Adaptive Planning   | Workday Adaptive Planning SKUs, such as Planning & Analytics, Workforce Planning, Financial Planning, Sales Planning, Operational Planning, however defined in the applicable order form.                                                                                                                                                          |



## UNIVERSAL DATA PROCESSING EXHIBIT

|                |                        |
|----------------|------------------------|
| Workday Extend | Workday Cloud Platform |
|----------------|------------------------|

### 2.3 Standard Contractual Clauses

**2.3.1 Processor-to-Processor SCCs.** Where Customer is contracting with Workday Limited, all Restricted Transfers of Personal Data will be governed by SCCs Module 3 implemented between Workday Limited (as “data exporter”) and its Subprocessors (as “data importers”).

**2.3.2 Controller-to-Processor SCCs.** Where the transfer from Customer to Workday is a Restricted Transfer, the SCCs will apply to such Restricted Transfers between Customer (as “data exporter”) and Workday (as “data importer”) as follows:

**2.3.2.1 EU Personal Data.** In relation to Personal Data protected by the EU GDPR, the EU SCCs will apply (and be incorporated into this DPE by this reference) completed as follows:

- i. Module 2 applies unless the Customer is a Processor in which case Module 3 applies;
- ii. in Clause 7, the optional docking clause will not apply;
- iii. in Clause 9, Option 2 will apply, and the time period for prior notice of subprocessor changes will be in accordance with the notification process set out in Section 3.2 of this DPE;
- iv. in Clause 11, the optional redress language will not apply;
- v. in Clause 17, Option 1 will apply, and the EU SCCs will be governed by the law specified in the MSA, provided that law is an EEA Member State law recognizing third party beneficiary rights, otherwise, the laws of Ireland apply;
- vi. in Clause 18(b), disputes shall be resolved before the courts specified in the MSA, provided these courts are located in an EEA Member State, otherwise those courts shall be the courts of Ireland;
- vii. Annex I of the EU SCCs shall be deemed completed with the information set out in Addendum B to this DPE; and
- viii. Annex II of the EU SCCs shall be deemed completed with the information set out in the Universal Security Exhibit to this DPE.

**2.3.2.2 UK Personal Data.** In relation to Personal Data protected by the UK GDPR (“UK Personal Data”), the UK Addendum will apply as follows:

- i. the EU SCCs, completed as set out in Section 2.3.2.1 of this Addendum A, shall also apply to transfers of UK Personal Data;
- ii. the UK Addendum shall be deemed executed (and incorporated into this DPE by this reference) between the transferring Customer and Workday, and the EU SCCs shall be deemed amended as specified by Part 2 (Mandatory Clauses) of the UK Addendum in respect of the transfer of UK Personal Data;
- iii. Tables 1 to 3 of the UK Addendum shall be deemed completed with relevant information from within this DPE and the EU SCCs, completed as set out in Section 2.3.2.1 of this Addendum A;
- iv. the start date of the UK Addendum (as set out in Table 1) shall be the effective date of this DPE; and
- v. Table 4 of the UK Addendum shall be deemed completed “neither party”.

**2.3.2.3 Swiss Personal Data.** In relation to Personal Data protected by the Swiss FADP, the EU SCCs will apply amended and adapted as follows:

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**UNIVERSAL DATA PROCESSING EXHIBIT**

- i. the Swiss Federal Data Protection and Information Commissioner is the exclusive supervisory authority;
- ii. the term "member state" must not be interpreted in such a way as to exclude Data Subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18; and
- iii. references to the GDPR in the EU SCCs shall also include the reference to the equivalent provisions of the Swiss FADP.

**2.3.2.4** The SCCs will be subject to the following clarifications:

- i. Workday will allow Customer to conduct audits as described in the SCCs in accordance with Section 8 of this DPE.
- ii. Customer authorizes Workday to appoint Subprocessors in accordance with Section 3 of this DPE, and Customer may exercise its right to object to Subprocessors under the SCCs in the manner set out in Section 3.
- iii. Workday shall return and delete Customer's data in accordance with Section 10 of this DPE.
- iv. Customer agrees that any assistance that Workday provides to Customer under the SCCs shall be provided in accordance with Section 8 of this DPE.
- v. Nothing in this Section 2.3.2 of this Addendum A varies or modifies the SCCs nor affects any supervisory authority's or Data Subject's rights under the SCCs. If any provision of this DPE contradicts, directly or indirectly, the SCCs, the SCCs shall prevail.



**UNIVERSAL DATA PROCESSING EXHIBIT****ADDENDUM B****Description of Processing****A. LIST OF PARTIES****Data exporter**

Data exporter: Customer

Contact details: The individuals designated as named contacts by Customer in Customer's account

Relevant activities: Use of Workday's enterprise cloud applications.

Signature and Date: By entering into the Agreement, data exporter is deemed to have signed these SCCs incorporated herein as of the effective date of the Agreement.

Data exporter role: The data exporter's role is set forth in the DPE.

**Data importer**

Data importer: Workday

Contact details: Workday Privacy Team, [legal@workday.com](mailto:legal@workday.com)

Relevant activities: Provide and support enterprise cloud applications, including human resource and financial management.

Signature and Date: By entering into the Agreement, data importer is deemed to have signed these SCCs incorporated herein as of the effective date of the Agreement.

Data importer role: Processor

**B. DESCRIPTION OF TRANSFER****Categories of data subjects whose personal data is transferred**

1. Customer's job applicants, candidates, current and former employees and other workers, as well as related persons.
2. Employees or contact persons of Customer's prospects, customers, business partners and suppliers.

**Categories of personal data transferred**

Customer determines the categories of personal data processed within Covered Services subscribed to. Typically, the transferred personal data will include the categories of data identified below:

1. **Applicants, employees and other workers:** Name; contact information (including home and work address; home and work telephone numbers; mobile telephone numbers; web address; instant messenger; home and work email address); marital status; citizenship information; visa information; national and governmental identification information; drivers' license information; passport information; banking details; military service information; date of birth and birth place; gender; employee identification information; education, language(s) and special competencies; certification information; probation period and employment duration information; job or position title; business title; job type or code; business site; company, supervisory, cost center and region affiliation; work schedule and status (full-time or part-time, regular or temporary); compensation and related information (including pay type and information regarding raises and salary adjustments); payroll information; allowance, bonus, commission and stock plan information; leave of absence information; employment history; work experience

## **UNIVERSAL DATA PROCESSING EXHIBIT**

information; information on internal project appointments; accomplishment information; sentiments, personal opinions, feedback, training and development information; award information; membership information.

2. **Related persons:** Name and contact information of dependents or beneficiaries (including home address; home and work telephone numbers; mobile telephone numbers); date of birth; gender; emergency contacts; beneficiary information; dependent information.
3. **Prospects, customers, business partners and suppliers:** Name and contact information (including work address; work telephone numbers; mobile telephone numbers; web address; instant messenger; work email address); business title; company.
4. **Learners:** Name and contact information (including work address; work telephone numbers; mobile telephone numbers; instant messenger; work email address); business title; company; enrollment information, including completion of courses, exam results and feedback provided.

**Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.**

Unless otherwise agreed, the transferred Personal Data may comprise special categories of personal data, such as ethnicity, religious beliefs, trade union membership information and health data (employee sick leave, disability information). Taking into consideration the nature of the data and the risk of varying likelihood and severity for the rights and freedoms of natural persons, Workday has implemented the technical and organizational measures as described in the Universal Security Exhibit, including specialized training of staff and system access logs, to ensure an appropriate level of protection for such sensitive data.

### **Frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)**

Transfers will be made on a continuous basis.

### **Nature of the processing**

Workday acts as a processor for the Personal Data Customer submits electronically into Workday's enterprise cloud applications or provides to Workday in connection with the Agreement.

1. Processing Personal Data to set up, operate, maintain and support the enterprise cloud applications
2. Storage of Personal Data in secure data centers
3. Provision of Covered Services

### **Purpose(s) of the data transfer and further processing**

Provide and support enterprise cloud applications, including human resource and financial management.

### **The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period**

Personal data will be retained for the duration of the Agreement in accordance with Section 12.2 of the DPE.

### **For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing**

The subject matter and duration of the processing is outlined above within this Addendum B. The nature of the specific sub-processing services are further particularized within the Subprocessor List (currently located at: <https://www.workday.com/en-us/legal/subprocessors.html>).

## **C. COMPETENT SUPERVISORY AUTHORITY**

Workday Global Universal Data Processing Exhibit – City of Plymouth

**UNIVERSAL DATA PROCESSING EXHIBIT**

*Identify the competent supervisory authority/ies in accordance with Clause 13*

The competent supervisory authority is determined in accordance with Clause 13 of the EU SCCs unless required otherwise by Addendum A Sections 2.3.2.2 (UK Personal Data) and 2.3.2.3 (Swiss Personal Data).

**UNIVERSAL DATA PROCESSING EXHIBIT****Technical and Organizational Measures**

The technical and organizational measures set forth in the Security Exhibit have been implemented by the data importer to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

**UNIVERSAL DATA PROCESSING EXHIBIT****ADDENDUM C****Workday California Privacy Addendum**

This California Privacy Addendum (“Addendum”) supplements the DPE to which it is attached. Any term not defined in this Addendum shall have the meaning assigned to it, if any, in the DPE or the Agreement. To the extent the Agreement and this Addendum conflict, the terms of this Addendum shall take precedence with respect to Processing of Personal Information under the CCPA.

To the extent Workday Processes Personal Information under the CCPA, as defined above, the following supplemental terms shall apply to such Processing:

1. The terms “**Business**,” “**Business Purpose**,” “**Consumer**,” “**Sell**,” “**Service Provider**,” and “**Share**,” shall have the same meanings as provided for in the CCPA. As used in this Addendum, the term “**Personal Information**” shall refer to any Personal Data that constitutes Personal Information under the CCPA.
2. **Roles of the Parties.** Customer, as a Business under the CCPA, is disclosing Personal Information to Workday, and Workday is Processing the disclosed Personal Information solely as a Service Provider.
3. **Business Purpose.** Workday will Process Personal Information for the purpose of providing the Services described in the Agreement, including in the associated Order Forms.
4. **Service Provider Processing Limitations.** Workday will not (i) Sell Personal Information, or (ii) retain, use or disclose Personal Information outside the direct business relationship with Customer or for any purpose other than to provide the Covered Services as articulated in the Agreement, including this Addendum, or as permitted by the CCPA
5. **No Sale or Sharing.** Workday will not Sell or Share Personal Information.
6. **No Combining Personal Information.** Workday will not combine Personal Information that it receives from, or on behalf of, Customer with Personal Information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with a consumer, except as otherwise permitted by CCPA.
7. **Consumer Requests.** Workday will, in a manner consistent with the functionality of the applicable Service and Workday’s role as a Service Provider, provide reasonable support to Customer to enable Customer to respond to Consumer requests to exercise their rights under the CCPA, as set forth in Section 4 of the DPE.
8. **Security of Processing.** Workday will maintain technical and organizational measures to protect Personal Information as set forth in the DPE and as required by the CCPA.
9. **Ongoing Compliance.** Workday agrees to comply with all applicable requirements of CCPA pertaining to its role as a Service Provider, including by providing the same level of privacy protection for Personal Information as required under CCPA. Customer shall have the right to take reasonable and appropriate steps to ensure compliance with this Addendum by exercising its rights in the audit provisions of the DPE. Customer shall also have the right to take reasonable and appropriate steps to stop or remediate any unauthorized Processing of Personal Information by Workday, for example by requesting that Workday provide a written statement confirming that applicable Personal Information has been deleted. Workday will notify Customer if it determines that it can no longer meet its obligations under the CCPA.



## **Acceptable Use Policy**

### **Introduction**

This Acceptable Use Policy ("**AUP**") sets out the terms and conditions under which an individual or an organization ("You" and "Your", as applicable) may use and interact with Workday Products (as defined herein). Unless otherwise defined herein, capitalized terms used in this AUP have the same meaning as set forth in the applicable agreement between You and Workday. This AUP is legally binding on You, and You are responsible for compliance with this AUP by Your Affiliates and Authorized Parties' use of Workday products, services, or features for which the applicable agreement or Order Form links to or references this AUP ("**Workday Products**"). Workday may revise this AUP by posting an updated version of the AUP on the Workday site and such updates will be effective upon posting.

### **Prohibited Uses**

You may not use the Workday Products:

- In any way that breaches, promotes the breach of, or violates any Law;
- In any way that is unlawful, fraudulent, deceptive or misleading;
- To sell or advertise the sale or purchase of any goods or services;
- To threaten, incite, promote, or encourage violence, self harm, or harm to individuals or specific groups including minors;
- To violate the privacy rights of others, including unlawful or unauthorized tracking, monitoring, or identification;
- To knowingly or recklessly upload, share, or transmit any data or material that contains viruses, spyware, adware, Trojan horses, worms, corrupt files, or other similar computer code designed to adversely affect the operation of the Workday Products or any computer software, hardware or networks;
- In any way that seeks to circumvent, disable, or otherwise compromise the security of the Workday Products or Workday environments, any user account or any password; or
- To upload, send, or distribute unsolicited messaging, including SMS, emails, or comments.

### **Prohibited Content**

All data, information, or materials ("**Content**") that You upload, contribute, submit, store, or add to the Workday Products must not:

- Infringe or misappropriate a third party's intellectual property or proprietary rights;
- Contain any material which is obscene, offensive, tortious, hurtful, inflammatory, or defamatory;
- Promote sexually explicit or pornographic material;
- Promote, violence or any form of bullying or harassment, including threats, abuse, or invasion another's privacy;
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- Impersonate any individual or misrepresent Your identity or affiliation with any person or entity, or give the impression that information emanates from Workday (if that isn't the case); or
- Be made in breach of any legal duty owed to a third-party, such as a contractual duty or a duty of confidence.



### Compliance with This Policy

Workday is under no obligation to monitor, review, filter, moderate, or remove any Content from the Workday Products. Workday reserves the right, in its sole discretion, to determine whether or not You have abided by this AUP and will take whatever action it deems appropriate under the circumstances, including but not limited to:

- Immediate suspension of Your right to access or upload Content to the Workday Products;
- Immediate removal of any Content uploaded by You to the Workday Products;
- Taking legal action against You; or
- Disclosure of relevant information to law enforcement authorities.

Workday will use commercially reasonable efforts to provide You with notice of any such suspension and to minimize the length and scope of such suspension in light of the circumstances as set forth in the Agreement.

### Compliance with Workday's Third-Party Subprocessors' Acceptable Use Policies and Additional Terms

The following additional terms and Acceptable Use Policies of Workday's third-party Subprocessors are incorporated by reference for applicable Workday Product and are subject to change at any time:

| Applicable Service                                                                                                                                                                                                                                                                                  | Applicable terms / Third-party Acceptable Use Policies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Workday core Service to the extent a Customer Tenant and/or Instance (as applicable) is hosted by Amazon Web Services</li><li>• Workday Learning</li><li>• Media Cloud</li><li>• Extend and Extend Integration with Third Party Platform Services</li></ul> | <a href="#">Amazon Web Services</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <ul style="list-style-type: none"><li>• Extend and Extend Integration with Third Party Platform Services</li><li>• Workday AI Gateway</li></ul>                                                                                                                                                     | <p>You shall not:</p> <ul style="list-style-type: none"><li>• Misrepresent the origin of machine learning or artificial intelligence created content as original works</li><li>• Mislead with claims of expertise or capability in sensitive areas, such as employment, healthcare, finance, government services, or legal advice</li><li>• Make decisions in domains that affect economic opportunities, or material or individual rights or well being, such as employment, finance, legal, healthcare, housing, insurance, or social welfare without human review or other appropriate risk-mitigation techniques</li><li>• Identify natural persons using images of people</li></ul> |





|                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Workday AI Gateway</li></ul>                                                                     | <p>Google Generative AI Prohibited Use Policy</p> <p>You shall not:</p> <ul style="list-style-type: none"><li>• Use Workday AI Gateway to build applications that are directed towards or likely to be accessed by individuals under the age of 18.</li><li>• Use Workday AI Gateway to build applications used for clinical purposes (for clarity, non-clinical research, scheduling, or other administrative tasks is not restricted), as a substitute for professional medical advice, or in any manner that is overseen by or requires clearance or approval from any applicable regulatory authority.</li></ul> |
| <ul style="list-style-type: none"><li>• Workday Messaging</li><li>• Peakon Messaging</li><li>• SMS Multi-Factor Authentication</li></ul> | <a href="#">Twilio</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <ul style="list-style-type: none"><li>• Email Ingestion</li><li>• Email Analytics</li></ul>                                              | <a href="#">Twilio SendGrid Email Policy</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <ul style="list-style-type: none"><li>• HiredScore AI for Recruiting</li><li>• HiredScore AI for Talent Mobility</li></ul>               | <a href="#">Sinch Email Services</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

Last Updated: February 1, 2025

### ORDER FORM 00472820.0

|                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Customer Name</b>                                                                                                    | City of Plymouth                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Workday Entity</b>                                                                                                   | Workday, Inc.<br>6110 Stoneridge Mall Road<br>Pleasanton, CA 94588                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Universal Main Subscription Agreement (MSA)</b>                                                                      | This Order Form is subject to and governed by the Universal Main Subscription Agreement between the parties, as amended by the US Public Sector Addendum between the parties both attached hereto ("collectively, "MSA").                                                                                                                                                                                                                                                                                                                                                        |
| <b>Product Terms</b>                                                                                                    | Service SKUs are subject to the applicable Product Terms available at <a href="https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html">https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html</a> , which are incorporated herein by reference, which may be updated by Workday from time to time; provided that no update will materially decrease the applicable security and privacy commitments and any such changes will not become effective until 30 days after publication of the updated Product Terms. |
| <b>MSA and Order Form Effective Date</b>                                                                                | The later of the dates of the parties' signatures on the Signature Document                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Order Term</b>                                                                                                       | March 31, 2025 through March 30, 2035                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Currency</b>                                                                                                         | USD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Total Fees</b>                                                                                                       | 2,770,860                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Tenant (or Instance as applicable) Base Name</b><br><i>Tenant Base Name is used to generate Workday tenant URLs.</i> | plymouthmn                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

**Subscription Payment Schedule Table**

| Payment # | Payment Due Date                                                        | Payment Amount   |
|-----------|-------------------------------------------------------------------------|------------------|
| 1         | Due in accordance with the MSA, invoiced upon Order Form Effective Date | 39,161           |
| 2         | Due on First anniversary of the Order Term start date                   | 158,355          |
| 3         | Due on Second anniversary of the Order Term start date                  | 287,386          |
| 4         | Due on Third anniversary of the Order Term start date                   | 293,399          |
| 5         | Due on Fourth anniversary of the Order Term start date                  | 299,533          |
| 6         | Due on Fifth anniversary of the Order Term start date                   | 305,786          |
| 7         | Due on Sixth anniversary of the Order Term start date                   | 312,166          |
| 8         | Due on Seventh anniversary of the Order Term start date                 | 318,673          |
| 9         | Due on Eighth anniversary of the Order Term start date                  | 325,309          |
| 10        | Due on Ninth anniversary of the Order Term start date                   | 332,082          |
|           | <b>Total Payment Amount</b>                                             | <b>2,671,850</b> |

**Training Payment Schedule Table**

| Payment # | Payment Due Date                                                        | Payment Amount |
|-----------|-------------------------------------------------------------------------|----------------|
| 1         | Due in accordance with the MSA, invoiced upon Order Form Effective Date | 86,135         |
| 2         | Due on First anniversary of the Order Term start date                   | 12,875         |
|           | <b>Total Payment Amount</b>                                             | <b>99,010</b>  |

### Subscription Fees Table

| Subscription Period           | Date Range                            | Subscription Fee |
|-------------------------------|---------------------------------------|------------------|
| 1                             | March 31, 2025 through March 30, 2026 | 41,047           |
| 2                             | March 31, 2026 through March 30, 2027 | 138,013          |
| 3                             | March 31, 2027 through March 30, 2028 | 290,433          |
| 4                             | March 31, 2028 through March 30, 2029 | 296,243          |
| 5                             | March 31, 2029 through March 30, 2030 | 302,170          |
| 6                             | March 31, 2030 through March 30, 2031 | 308,210          |
| 7                             | March 31, 2031 through March 30, 2032 | 314,374          |
| 8                             | March 31, 2032 through March 30, 2033 | 320,665          |
| 9                             | March 31, 2033 through March 30, 2034 | 327,076          |
| 10                            | March 31, 2034 through March 30, 2035 | 333,619          |
| <b>Total Subscription Fee</b> |                                       | <b>2,671,850</b> |

For the avoidance of doubt, the Payment Schedule Table(s) will be used for invoicing purposes. The Subscription Fees Table provides the Subscription Fees for each applicable Subscription Period. The Subscription Fee for Subscription Period 2 onwards includes a capped Innovation Index of 2.0% (as defined in the Additional Definitions Section below). During the initial Order Term, any increases due to CPI (also defined below) are waived. Customer understands that the Subscription Fees above reflects Customer's planned phased deployment, and any adjustment to the deployment timeline will not result in changes to the Payment Schedule or Subscription Fees.

### Subscription Rights Table

| SKU       | Service                             | Pricing Metric | Annual Subscription Rights                                                                                        |
|-----------|-------------------------------------|----------------|-------------------------------------------------------------------------------------------------------------------|
| LDPHCM    | Core Human Capital Management - LDP | FSE*           | Full Enterprise (incl. Former Workers with Access)                                                                |
| LDPCCB    | Cloud Connect for Benefits - LDP    | FSE*           | Full Enterprise                                                                                                   |
| LDPBEN    | Benefits - LDP                      | FSE*           | Full Enterprise                                                                                                   |
| LDPUSP**  | Payroll for United States - LDP     | FSE*           | United States-based Employees only                                                                                |
| LDPLRN    | Learning - LDP                      | FSE*           | Full Enterprise                                                                                                   |
| MCNF      | Media Cloud - No Fee                | FSE*           | Full Enterprise                                                                                                   |
| LDPCCLRN  | Cloud Connect for Learning - LDP    | FSE*           | Full Enterprise                                                                                                   |
| LDPREC    | Recruiting - LDP                    | FSE*           | Full Enterprise                                                                                                   |
| LDPMSG    | Messaging - LDP                     | Messages       | Up to 100,000 outbound and inbound messages                                                                       |
| LDPTLO    | Talent Optimization - LDP           | FSE*           | Full Enterprise                                                                                                   |
| LDPFIN    | Core Financials - LDP               | FSE*           | Full Enterprise                                                                                                   |
| LDPGM     | Grants Management - LDP             | FSE*           | Full Enterprise                                                                                                   |
| LDPPRA    | Prism Analytics Enterprise - LDP    | FSE*           | Full Enterprise with up to 20 million Published Data Rows at any time for each Tenant (or Instance as applicable) |
| LDPPRJT   | Projects - LDP                      | FSE*           | Full Enterprise                                                                                                   |
| LDPTT     | Time Tracking - LDP                 | FSE*           | Full Enterprise                                                                                                   |
| LDPAM     | Absence Management - LDP            | FSE*           | Full Enterprise                                                                                                   |
| LDPSC     | Scheduling - LDP                    | FSE*           | Full Enterprise                                                                                                   |
| LDPEXP    | Expenses - LDP                      | FSE*           | Full Enterprise                                                                                                   |
| LDPPRO    | Procurement - LDP                   | FSE*           | Full Enterprise                                                                                                   |
| LDPSRCEXP | Strategic Sourcing Expert - LDP     | Flat Fee       | Up to 20 Users                                                                                                    |

\*For Pricing Metric details see the Full-Service Equivalent ("FSE") Count Table below.

\*\*Customer agrees that the number of FSE Workers for all Payroll Services and any Workday payroll connector will always be equal to the total number of FSE Workers for HCM minus Former Workers with Access.

#### Full-Service Equivalent (“FSE”) Count Table

| FSE Population Category                            | Baseline FSE Count |
|----------------------------------------------------|--------------------|
| Full Enterprise (incl. Former Workers with Access) | 490                |
| Full Enterprise                                    | 475                |
| United States-based employees                      | 475                |

#### Named Support Contacts Table

|                                   |   |
|-----------------------------------|---|
| Number of Named Support Contacts* | 6 |
|-----------------------------------|---|

\*Named Support Contacts are the contacts that may request and receive support services from Workday and must be trained on the Workday product(s) for which they initiate support requests.

#### Customer Contact Information

|                                                                                                                | <b>Billing, In Care of</b><br><i>Responsible for payment processing and will receive invoicing and billing-related communications.</i> | <b>Customer Support</b><br><i>Main point of contact for Workday Support and will receive initial login credentials.</i> | <b>Subscriptions Contact</b><br><i>Main point of contact for responding to and fulfilling the Growth and Expansion Obligations.</i> |
|----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| Contact Name                                                                                                   | Andrea Rich                                                                                                                            | Kristen Chong                                                                                                           | Kristen Chong                                                                                                                       |
| Street Address                                                                                                 | 3400 Plymouth Blvd                                                                                                                     | 3400 Plymouth Blvd                                                                                                      | 3400 Plymouth Blvd                                                                                                                  |
| City/Town, State/Region/Country, Zip/Post Code, Country                                                        | Minneapolis<br>Minnesota<br>55447-1448<br>United States                                                                                | Minneapolis<br>Minnesota<br>55447-1448<br>United States                                                                 | Minneapolis<br>Minnesota<br>55447-1448<br>United States                                                                             |
| Phone/Fax #                                                                                                    | 763-509-5320                                                                                                                           | 763-509-5344                                                                                                            | 763-509-5344                                                                                                                        |
| Email (required)                                                                                               | <a href="mailto:arich@plymouthmn.gov">arich@plymouthmn.gov</a><br><a href="mailto:acctpay@plymouthmn.gov">acctpay@plymouthmn.gov</a>   | <a href="mailto:kchong@plymouthmn.gov">kchong@plymouthmn.gov</a>                                                        | <a href="mailto:kchong@plymouthmn.gov">kchong@plymouthmn.gov</a>                                                                    |
| Internal Reference or PO (optional)                                                                            |                                                                                                                                        |                                                                                                                         |                                                                                                                                     |
| Tax Exempt? Yes / No                                                                                           |                                                                                                                                        | If yes, US Exemption Tax Certificate or FST/VAT Number                                                                  |                                                                                                                                     |
| <b>Additional Customer Support Contacts</b><br><i>Product Lead who will receive initial login credentials.</i> |                                                                                                                                        |                                                                                                                         |                                                                                                                                     |
|                                                                                                                | <b>Admin Contact Name</b>                                                                                                              | <b>Admin Contact Email</b>                                                                                              |                                                                                                                                     |
| Strategic Sourcing                                                                                             | Kristen Chong                                                                                                                          | <a href="mailto:kchong@plymouthmn.gov">kchong@plymouthmn.gov</a>                                                        |                                                                                                                                     |

For customers based in the U.S., certain portions of the Service included in this Order Form can be used with optional downloadable software components (“**Downloadable Components**”). Any applicable tax for Downloadable Components will be separately presented on the invoice based on a valuation attributed to the Downloadable Components. As of the Order Form Effective Date, there is no value attributed to any of the Downloadable Components.

This Order Form is the Signature Document and incorporates all documents linked and/or referenced. Customer may not withhold, reduce, or set-off fees owed under this Order Form. All purchase order forms, tax exemption certificates and FST/VAT/business registration, supplier setup requests, and invoice inquiries shall be submitted to [Accounts.Receivable@workday.com](mailto:Accounts.Receivable@workday.com).

## ADDITIONAL ORDER FORM TERMS ADDENDUM

### 1. General.

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the MSA. The Total Subscription Fee (as defined in the Subscription Fees Table) is based on the maximum indicated in the Subscription Rights Table and any use in excess of such maximum(s) indicated will be subject to the Growth and Expansion section herein. Annual Subscription Rights limits in the tables above may not be decreased during the Order Term notwithstanding additional fees paid under the Growth and Expansion section herein.

### 2. FSE Metric Calculation and Worker Category Definitions.

The total FSE Count is calculated by categorizing each Worker to one of the worker Categories below, multiplying the applicable number of workers by the Applicable Percentage, and then adding the FSE Count for each Worker Category.

**FSE Calculation Table:**

| Worker Category            | Total Workers | Applicable Percentage | FSE Count  |
|----------------------------|---------------|-----------------------|------------|
| Full Time Employees        | 362           | 100.0%                | 362        |
| Part-Time Employees        | 450           | 25.0%                 | 113        |
| Associates                 | 0             | 12.5%                 | 0          |
| Former Workers with Access | 600           | 2.5%                  | 15         |
| <b>Total FSE Count:</b>    | <b>1,412</b>  |                       | <b>490</b> |

The Service may be used by Customer only for the Worker Categories listed above and as defined below.

“FSE Worker” means full-service equivalent worker.

“Full-Time Employee” is an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

“Part-Time Employee” is an employee of Customer regularly scheduled for twenty hours per week or less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

“Associate” is an individual not counted as a Full-Time or Part-Time Employee but in one of the following categories: temporary employees, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors, in each case whose Active Records are in the Service.

“Former Worker with Access” is a former worker that continues to have access to the Service through the Employee Self-Service features. Former Workers with Access are only included in the Subscription Rights for the Human Capital Management Service. For purpose of clarity, Election Judges are classified as Former Worker with Access for Workday FSE calculations.

Former Workers with Static Records shall be excluded from the FSE calculation but their records may continue to be maintained in the Service. “**Static Records**” are records in the Service for workers with whom Customer has no further relationship and to whom Customer does not provide self-service access. Static Records include former worker records used solely for historical reference. All other worker records are “**Active Records**”.

### 3. Additional Metric Definition(s).

**Additional Metric Definition Table**

|                    | <b>Metric</b>       | <b>Definition</b>                                                                                                                                                                                                                                                                                                                                            |
|--------------------|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| LDPMSG             | Messages            | Text messages sent or received by recipient.                                                                                                                                                                                                                                                                                                                 |
| LDPBRA             | Published Data Rows | The total number of data rows capable of being reported upon in Customer's PRA data catalog. Published Data Rows are measured separately for each Tenant (or Instance as applicable).                                                                                                                                                                        |
| LDPBRCEXP<br>Users | User                | An individual authorized by Customer associated with a single, unique email address for purposes of accessing the Service.                                                                                                                                                                                                                                   |
| LDPBRACU           | Published Data Rows | The total number of additional data rows capable of being reported on in Customer's PRA data catalog. These data rows are in addition to Customer's existing Published Data Row entitlements under Customer's PRA subscription and any other PRACU subscription(s). Published Data Rows are measured separately for each Tenant (or Instance as applicable). |

### 4. Growth and Expansion.

#### A. Annual Reporting Obligation.

Customer will report to [subscriptions@workday.com](mailto:subscriptions@workday.com) no earlier than 90 days and no later than 60 days before each anniversary of the Order Term start date ("**Annual Reporting Period**") the number of Active Records for FSE Workers in excess of the Baseline FSE Count ("Active FSE Worker Records") and Additional Metrics provided below, as applicable, as of 90 days ("**Count Date**") prior to each anniversary of the Order Term start date. Customer agrees to pay fees for any excess Subscription Rights at the Expansion Rates described below to cover the period from the anniversary of the Order Term start date immediately following the Annual Reporting Period through the subsequent anniversary date (each a "**Reporting Cycle**"). Customer understands that an order form will be required to document any additional annual fees due pursuant to this section in its entirety. Such order form must be executed no later than 30 days prior to each anniversary of the Order Term start date for the following annual reporting period only, until the Renewal (as defined below), at which time the Annual Reporting Obligation will be incorporated into the Renewal Term.

#### a. FSE Metric Reporting.

Reporting for Active FSE Worker Records is based on the additional FSE Workers which are defined as any Active FSE Worker Records exceeding the Baseline FSE Count in the Full-Service Equivalent ("FSE") Count Table.

**FSE Expansion Table**

| <b>SKU</b>                                                                                                                | <b>Annual FSE Expansion Rate</b> |
|---------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| All Service SKU(s) with the FSE Pricing Metric in the Subscription Rights Table unless stated otherwise within this table | 457.10                           |
| LDPUSP                                                                                                                    | 38.73                            |

#### b. Additional Metric Reporting based on total cumulative number.

Reporting for the following SKU(s) is based on the total cumulative number set forth in the Subscription Rights Table for the 12-month period preceding the Count Date. For avoidance of doubt, reporting at the end of Year 1 is based on Customer's full annual entitlement outlined in the Subscription Rights Table.

#### i. Additional Metric Expansion Table

| SKU    | Additional Metric Increase                        | Annual Expansion Rate for Additional Metric Increase |
|--------|---------------------------------------------------|------------------------------------------------------|
| LDPMSG | Each increment of 50,000 Additional Text Messages | 3,500                                                |

#### c. Additional Metric Reporting based on highest daily number.

Reporting for the following SKU(s) is based on the highest daily number set forth in the Subscription Rights Table for the 12-month period preceding the Count Date. For avoidance of doubt, Customer understands the reporting for Year 1 is based on the 9 months preceding the Annual Reporting Period.

#### i. Additional Metric Expansion Table

| SKU       | Additional Metric Increase                           | Annual Expansion Rate for Additional Metric Increase |
|-----------|------------------------------------------------------|------------------------------------------------------|
| LDPSRCUSR | Strategic Sourcing User (Additional) - LDP           | 3,375                                                |
| LDPPRACU  | Each increment of 10M Additional Published Data Rows | 20,400                                               |

#### 5. Renewal.

Customer may renew its subscription for the Service by notifying Workday prior to the end of the Order Term and Workday will generate a new Order Form for a single three-year renewal term (“**Renewal Term**”) at the below pricing. Such order form must be executed no later than 30 days prior to the end of this Order Term.

#### Renewal Table

| Renewal Term Years       | Annual Renewal Subscription Fees                                              |
|--------------------------|-------------------------------------------------------------------------------|
| 1st year of Renewal Term | Base Subscription Fee x (1+ (5% Innovation Index), not to exceed 5%)          |
| 2nd year of Renewal Term | Previous Year Subscription Fee x (1+ (5% Innovation Index), not to exceed 5%) |
| 3rd year of Renewal Term | Previous Year Subscription Fee x (1+ (5% Innovation Index), not to exceed 5%) |

The “**Base Subscription Fee**” means the Subscription Fee for the final Subscription Period listed in the Subscription Fees Table (not taking into account additional amounts paid under the Growth and Expansion section). If the final Subscription Period is a partial year, the Base Subscription Fee is the annualized value of the final Subscription Period. The Expansion Rates for the Renewal Term shall be increased by the same percentage as the Annual Renewal Subscription Fees per year in the Renewal Table. Annual Renewal Subscription Fees are valid only if Customer’s Base Subscription Fee is equal to or greater than the Base Subscription Fee defined herein. Annual Subscription Fees for the Renewal Term are due by the first day of each corresponding year of the Renewal Term. Individual payments shall match the Annual Renewal Subscription Fee as defined in the Renewal Table above. If Customer wishes to procure any additional SKUs or Subscription Rights for a Renewal Term that are not included in the Base Subscription Fee, fees for those items will be in addition to the fees anticipated under this section.

#### 6. Additional Definitions (as applicable).

“**CPI**” means the consumer price index established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average).

“**Renewal Term CPI**” means CPI established for the calendar year prior to the most recent February 1 preceding the Renewal Term, if a positive number.



**"Innovation Index"** means the fixed annual rate of increase in Subscription Fees based on improved Service functionality and performance that is a result of Workday's efforts and investment in product development and infrastructure.

## **7. Additional Scope of Use Terms.**

**Prism Analytics.** Customer may import and utilize third party data (including any data services that Workday may make available to Customer) with LDPPRA but only to the extent Customer has independently obtained all necessary rights and licenses to do so and Customer's use of such data is in compliance with such data provider's terms of use and applicable Laws. LDPPRA is not provided in a PCI compliant environment so it may not be used for PCI data. Customer may monitor its own usage in LDPPRA and manage Published Data Rows by unpublishing, filtering and republishing, or deleting data, in order to keep its usage of LDPPRA below the Published Data Rows limits set forth above, or Customer may purchase additional Published Data Rows entitlements (set forth in the **"Growth and Expansion"** section above). Workday reserves the right to monitor the number of Published Data Rows by Tenant (or Instance as applicable) used by Customer. Customer understands that if at any time Customer exceeds the Data Limit then Customer may experience reduced performance of the Tenant (or Instance as applicable). **"Data Limit"** for each Tenant (or Instance as applicable) is the sum of the Published Data Row entitlement as set forth in the **"Subscription Rights Table"** above for a particular Tenant (or Instance as applicable) and any additional current Published Data Row entitlements purchased by Customer.

## **8. Customer Identification/Referenceability.**

During the Order Term, Workday may reference Customer (including use of its logo following Customer's required trademark guidelines) as a customer of Workday (i) in all Workday interactions with third parties, including its prospects, customers and partners, (ii) at events and on social media and at earnings calls, and (iii) on its website, in press releases, and in presentations.

Further, at Workday's reasonable request and at Customer's reasonable discretion, Customer shall (1) make Customer's representative, as mutually agreed, available for reference calls with prospective Workday customers or industry analysts; (2) work with Workday to produce a case study (in written or video format), that describes Customer's use of the Workday Service or portion of the Service and includes supporting quotes from Customer; (3) participate in or speak at Workday-hosted prospect events; and (4) be featured in a Workday Blog, Whitepaper, or Webinar if asked to do so.

## **9. Tenants**

In connection with Customer's use of the Service during the Order Term, Workday will provide to Customer one Production tenant and one sandbox tenant in accordance with Workday's standard policies. One additional sandbox, referred to as a preview tenant, will be provided for testing pursuant to Workday's standard policies. Deployment tenants will be provided to Customer during Customer's deployment project in accordance with Workday's Deployment Tenant Policy.

## **10. SLAs and Product Terms.**

The SLAs and Product Terms for the SKUs as of the Order Form Effective Date are attached hereto as the SLA Addendum and Product Term Addendum, respectively, as may be updated as set forth in the MSA

### WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

Customer may only use the Service SKUs subscribed to as indicated in the body of this Order Form.

| Service                             | Product Line             | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Core Human Capital Management - LDP | Human Capital Management | Core HCM includes management of the unified worker system of record; organization management; staffing management; basic compensation management; safety incident tracking; business asset tracking; management of business plans. Core HCM supports the organization's onboarding through new hire tasks; calls attention to the on-boarding process; guides workers through a checklist of actions; and enables communication of relevant corporate and job-related information. Core HCM also enables the creation of electronic Form I-9s for U.S. employment verification and the ability to distribute documents to new hires and track acknowledgements or electronic signatures. Core HCM includes Workday Foundation elements such as dashboards, reporting, analytics, Business Process Framework and self-service. Workday HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory). |
| Cloud Connect for Benefits - LDP    | Human Capital Management | Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Benefits - LDP                      | Human Capital Management | Benefits enables the set-up of benefit plans, benefit groups, eligibility rules and benefit rates; maintenance of enrollment event and cross plan rules for benefit plans; management of benefit and open enrollment events, evidence of insurability, and individual rates for workers; and tracking of beneficiaries and dependents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Payroll for United States - LDP     | Payroll                  | Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.                                                                                                                                                                                                                                                                                                                                                                                                                  |

|                                  |                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Learning - LDP                   | Talent Management               | Workday Learning supports an organization in training and developing its workforce. This includes the ability to manage, organize and deliver learning content using Media Cloud, and to leverage Workday HCM data to create targeted learning campaigns. A variety of learning content is supported - including but not limited to video, packaged third-party content, and user-generated content. Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience.                                           |
| Media Cloud - No Fee             | Platform and Product Extensions | Workday Media Cloud is a media content management system that consists of Workday's storage, encoding, caching, playback, streaming, and related service components as provided by Workday for customers of the Workday Service. A variety of learning content is supported by Media Cloud, including but not limited to video, packaged third-party content, and user-generated content.                                                                                                                                                                                                                                         |
| Cloud Connect for Learning - LDP | Talent Management               | Cloud Connect for Learning extends Workday Learning by providing integrations to third party content providers. This includes the ability to search third party learning course information, access learning courses, and, if and when available, track and retain records. This SKU requires an active subscription to Workday Learning.                                                                                                                                                                                                                                                                                         |
| Recruiting - LDP                 | Talent Management               | Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process. |
| Messaging - LDP                  | Platform and Product Extensions | Messaging enables Customers to connect with their end users via text messaging communications, and provides a platform to manage messaging preferences, including opt-in/opt-out preferences.                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Talent Optimization - LDP        | Talent Management               | Talent Optimization includes talent and performance functionality (goals, development plans, employee performance reviews, talent and performance calibration, feedback, check-ins, succession, mentors and connections, competency management, talent pools, and talent matrix reports). Talent Optimization also includes features (if and when available) that enable organizations to optimize their workforce and workers to optimize their                                                                                                                                                                                  |

|                                  |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                  |                         | careers. It supports talent mobility by connecting an organization's workforce with internal opportunities matched to their skills, experience, and interests. It also guides workers and enables them to explore potential opportunities.                                                                                                                                                                                                                                                                                                                                                   |
| Core Financials - LDP            | Financial Management    | Core Financials includes financial management and accounting, banking and settlement management, cash management, customer management, supplier management, financial consolidation and business asset accounting. Core Financials includes Workday Foundation elements such as dashboards, reporting, analytics, Business Process Framework and self-service. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including customer relationship management, electronic payments, and customer payments via credit card. |
| Grants Management - LDP          | Financial Management    | Workday Grants Management enables organizations to administer and report on awards from the federal government, foundations, or other funding institutions. Workday Grants Management includes functionality to track and manage sponsors, awards, grants, and grant hierarchies. It also includes capabilities to calculate facilities and administration costs, and to bill and report to sponsors.                                                                                                                                                                                        |
| Prism Analytics Enterprise - LDP | Analytics and Reporting | Workday Prism Analytics is an analytics application that provides Workday customers the ability to blend and analyze Workday data and non-Workday data from multiple sources. Workday Prism Analytics includes a data repository for storage and management of data, data preparation tools for transformation and blending of data from various sources, and tools to explore and analyze the data.                                                                                                                                                                                         |
| Projects - LDP                   | Financial Management    | Projects enables organizations to create and manage projects, initiatives, and other types of work. This includes the ability to build project plans and utilize project breakdown structures that include phases, tasks, and milestones as well as plan, staff, and track projects, capital projects, initiatives, and work efforts.                                                                                                                                                                                                                                                        |
| Time Tracking - LDP              | Workforce Management    | Workday Time Tracking enables the collection, processing, and distribution of time data for a global workforce. The Workday Time Tracking module is unified with Workday HCM and Workday Payroll and includes basic time scheduling, time entry (hourly, time in/time out), approvals, and configurable calculation rules.                                                                                                                                                                                                                                                                   |
| Absence Management - LDP         | Workforce Management    | Absence Management supports the management of leave of absences and time off. It enables the set up and administration of leave plans; the definition of the impact a                                                                                                                                                                                                                                                                                                                                                                                                                        |

|                                 |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------------|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                 |                      | leave has on employee compensation, as well as whether employees can request leave types directly. It enables viewing of leave results for a worker or organization; set up and administration of time off plans, and whether time off can be requested directly by the employee. Absence Management enables the viewing of time off plan balances including projections.                                                                                                                                                                                |
| Scheduling - LDP                | Workforce Management | Scheduling supports an organization in creating and managing workforce schedules. This includes the ability to build schedules, account for worker preferences and availability, and assign, notify, and engage with workers regarding schedules.                                                                                                                                                                                                                                                                                                        |
| Expenses - LDP                  | Financial Management | Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration and spend analytics. Workday Expenses includes connectors that facilitate integration to partners that provide capabilities, including corporate card transactions and travel partners.                                                                           |
| Procurement - LDP               | Spend Management     | Workday Procurement includes procure to pay functionality to address spend for goods and services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers. |
| Strategic Sourcing Expert - LDP | Spend Management     | Workday Strategic Sourcing supports organizations in sourcing goods and services from Suppliers. Workday Sourcing Expert Package includes Sourcing Pipeline Platform, Sourcing Intake, Sourcing Supplier Management, Sourcing RFx Engine, Sourcing eAuctions Platform, Sourcing Dynamic Negotiations & Analytics (DNA), and Sourcing Contracts. Supports unlimited Stakeholders and Suppliers.                                                                                                                                                           |

## TRAINING ADDENDUM

|                                   |                                                                                      |
|-----------------------------------|--------------------------------------------------------------------------------------|
| <b>Customer Name</b>              | City of Plymouth                                                                     |
| <b>Training Terms</b>             | The Training Addendum is subject to the Training Terms attached hereto as Exhibit A. |
| <b>Training Subscription Term</b> | April 1, 2025 through March 31, 2027                                                 |
| <b>Training Credit Order Term</b> | 24 Months from the Order Form Effective Date                                         |

| SKU       | Training Offering                                                        | Quantity |
|-----------|--------------------------------------------------------------------------|----------|
| TC        | Training Credits                                                         | 111      |
| AK        | Adoption Kit                                                             | 1        |
| LODHCM10  | Learn On-Demand – HCM Library 10 Initial Users                           | 1        |
| LODPAY10  | Learn On-Demand - Payroll/Absence/Time Tracking Library 10 Initial Users | 1        |
| LODFIN10  | Learn On-Demand – Financials Library 10 Initial Users                    | 1        |
| LODTECH10 | Learn On-Demand – Cross-Application Technology Library 10 Initial Users  | 1        |

### Bulk Training Credit Rates.

The following rates apply to the bulk purchases made within the 12-month period following the Order Form Effective Date, with the discount level based on the cumulative number of Prepaid Training Credits Acquired as determined under the Section 3.b. of the Training Terms:

| Prepaid Training Credits Acquired | Rate Per Training Credit |
|-----------------------------------|--------------------------|
| 1-10                              | USD \$ 800               |
| 11-25                             | USD \$ 760               |
| 26-50                             | USD \$ 735               |
| 51-75                             | USD \$ 710               |
| 76-100                            | USD \$ 685               |
| 101-249                           | USD \$ 660               |
| 250+                              | USD \$ 620               |

Workday will perform the training services consistent with the requirements of the Training Terms, Training Addendum and MSA.

With respect to the Training Terms only, in the event of a conflict between the terms of the MSA, the main body of the Order Form, this Training Addendum, and the Training Terms, the order of precedence is this (i) Training Addendum, (ii) the main body of the Order Form, (iii) the Training Terms, and (iv) the MSA.



## Exhibit A - WORKDAY TRAINING TERMS

These Training Terms apply to Courses and other training-related products and services offered to Workday's Customers and Partners ("**Workday Training**"). Capitalized terms used in these Training Terms that are not defined in this document have the meanings in the MSA (with respect to Customers) or in the Partner Agreement (with respect to Partners). Descriptions of Workday Training Courses and processes are provided in Workday Community. Workday Training may be purchased on an Order Form or in Workday Community. Purchaser is responsible to meet Workday's Course and other training requirements published in Workday Community and Workday Learning Center.

### 1. Permitted Use & Restrictions

a. Permitted Use. Workday Training is solely for use by (i) Customer Learners only to support Customer's internal use of the Service consistent with the MSA; and (ii) Partner Learners only for purposes consistent with the applicable Partner program, and unless otherwise agreed by Workday and Partner in writing, to enable such Partner to perform Workday-related services only for Customers. Workday Training and Training Content may be used only during the applicable term of Purchaser's agreement with Workday.

b. Restrictions. Except as expressly provided herein or with Workday's express prior written consent, neither Purchaser nor Learner will (i) allow any individual other than the enrolled Learner to attend Workday Training or use any Training Content, provided that Purchasers or Learners may request accommodations as provided in Workday Community; (ii) copy, modify, make derivative works of, or distribute any Training Content; or (iii) incorporate any Training Content (including screenshots) in any material. Failure to comply with these Training Terms may expose Purchaser and Learner to legal or disciplinary action by Workday, including restriction or removal from Workday Training, cancellation of certifications, and copyright infringement proceedings.

### 2. Product Specific Terms

a. Dedicated Training (Customers only). Customers may request Workday to present in-person or live virtual Courses to Customer Learners ("**Dedicated Training**"), subject to Workday's availability and approval. Fees for Dedicated Training are determined by the number of Learners and the Training Fees or Training Credits required for the Course, plus additional fees for Workday Training not provided at a Workday training center. The fees for Dedicated Training cancellation requests not received within the Cancellation Notice Period are 50% of the Training Fees or Training Credits plus all additional fees for onsite training. Additional health-related terms applicable to in-person training may be set forth in Workday Community.

b. Training Subscriptions. Workday Training Subscriptions (e.g., Learn On-Demand, Adoption Kit, Administrator Training Kits) may be used only by the "**Named Users**" identified by Customer in Workday Community during the Order Term. Partner Named Users are Learners registered in the Workday Learning Center. The Order Form for a Training subscription will specify the number of permitted Named Users.

c. eBooks. For certain Workday Training, Workday will make available one eBook to each Learner in electronic format. Learners may use the eBook only for Learner's individual, private study for the Workday Training and may print one copy for such use.



d. Workday Certification Programs. Workday offers certification programs to Customers and Partners as identified in the Training Catalog. Partner certifications are available only to certain partners as set forth in the Partner Agreements. To obtain and maintain certification, Learners must complete all requirements and pass applicable testing. Certifications: (i) are granted to individual Learners and are not owned or controlled by Purchasers; (ii) are not transferable to any Purchaser or another individual; (iii) automatically expire if the Learner fails to maintain updated certification requirements and when the Learner leaves employment or engagement with Purchaser, unless Workday consents (in writing at its sole discretion) to Learner's request to transfer certifications upon Learner's subsequent employment or engagement by another Purchaser; and (iv) may be canceled for other reasons at Workday's sole discretion.

e. Downloadable Content (Customers). Customer may download the Downloadable Content during the Order Term covering the Downloadable Content and internally use, copy, modify, and create derivative works of the Downloadable Content solely to help Customer successfully roll out the Service across its organization in accordance with the MSA and these Training Terms. Customer is solely responsible for any derivative works and other modifications to Downloadable Content made by or for Customer. Customer owns all derivative works and other materials that Customer is permitted to develop, make, or conceive under this section ("**Customer Improvements**"), except that Workday retains all underlying intellectual property rights in the Downloadable Content, the Service, and all Training Content. Customer may use the Workday property incorporated into the Customer Improvements only as provided in this section. Workday may create, modify, use, transfer, and distribute material that is substantially similar to Customer Improvements. Customer will reproduce all Workday proprietary rights notices on copies and revised versions of Downloadable Content. Workday may add, change, or remove Adoption Kits and portions of other Downloadable Content at any time, subject to the applicable Order Form terms.

### 3. Fees and Training Credits

a. Fees and Payment. Purchaser will pay Workday for all Workday Training enrolled in or taken under Purchaser's account, unless timely canceled in accordance with these Training Terms. No refunds or credits will be given for failure to meet Workday Training or Course requirements or for late cancellation. Workday is not responsible for costs incurred by Purchaser or Learners to participate in Workday Training. Training Fees are set forth in the Training Catalog. Purchaser will pay all Training Fees and fees for Training Credits in accordance with applicable Order Form, or, if none, the terms of the MSA or Partner Agreement, as applicable.

b. Training Credit Bulk Purchase Option. Fees for bulk purchases of Training Credits will be set forth in an Order Form and such fees will apply to the cumulative number of prepaid Training Credits purchased at any time during any rolling 12-month period during the Order Term. Bulk Training Credit Rates will not be applied retroactively for previously purchased Training Credits or for a la carte Workday Training purchases (e.g., Course purchases from the Workday Learning Center).

c. Training Credit Use. Purchaser may use Training Credits to pay for any TC-Eligible Course that starts on or after the Order Effective Date and ends on or before 18 months after the Order Effective Date. For Self-Directed Courses purchased with Training Credits, Learners must enroll in the Course before the Training Credit expiration date but can begin the Course after such date. Training Credits are decremented from Purchaser's Training Credit balance upon Course enrollment. If a Purchaser enrolls in a TC-Eligible Course without an adequate Training Credit balance, Workday will invoice Purchaser for the

Training Fees for the Course. Self-Directed Courses also may be referred to as Learn Independent Courses.

#### 4. Cancellation & Termination

a. Course Change or Cancellation by Purchaser or Learner. Subject to the exceptions in this Section, Purchaser or Learner may reschedule time or date of Course attendance or cancel a Course enrollment without charge if such change is entered into the Workday Learning Center within the applicable Cancellation Notice Period; provided, however, that all changes related to an exam that is scheduled with Workday's exam provider must be made in the provider's system. For timely changed or canceled Courses, Workday will restore the Training Credit(s) decremented or will not charge Purchaser for the Training Fees. Notwithstanding the foregoing sentences in this Section, the following events are deemed to be Course cancellations ineligible for credit or refund: (i) failure to timely meet Workday Training or Course requirements or attend an entire Course; (ii) Course changes and cancellations not within applicable Cancellation Notice Period; (iii) withdrawals or cancellations from Self-Directed or Refresher Courses or Workday Pro exams after the Purchaser's Training Coordinator has approved the Course or exam; and (iv) Learner does not take or pass any required exam.

b. Course Change or Cancellation by Workday. If Workday discontinues a Self-Directed or Refresher Training Course or an exam, the Learner must attend/take the Course or exam prior to the final offering date announced by Workday. Workday will not refund Training Fees or restore Training Credits if Learner does not do so. If Workday cancels any other Course, Workday will restore Training Credits decremented from Purchaser, or will not charge Purchaser for Training Fees, for such Course. Workday is not responsible for any costs or expenses incurred by Purchaser or Learner in connection with any Workday-canceled Workday Training.

#### 5. Miscellaneous

a. Updates. Workday reserves the right to add, change, or discontinue Workday Training offerings from time to time without notice to Purchasers or Learners. Please consult the Training Catalog for the most current Workday Training offerings. Workday may modify these Training Terms from time to time in its sole discretion; provided the overall features and substance of the Workday Training program will not be materially decreased during the applicable Order Term.

b. Privacy. Workday may provide Purchaser and Learners with notices, including notices regarding changes to these Training Terms, by email, regular mail, or postings in Workday Community or the Workday website. Workday may provide information about a Learner's training activity to the applicable Purchaser, to subsequent Purchasers that hire or engage such Learner, and to third parties used by Workday from time to time to facilitate Workday Training. Workday's Privacy Statement currently located at <https://www.workday.com/en-us/privacy.html> applies to Workday Training. Purchaser will obtain all necessary rights and permissions (including consent from Learners and Purchaser's assignees, where required) to provide the Learner information described in this subsection to Workday so that Workday may provide Workday Training.

c. Order of Precedence. In the event of a conflict among these Training Terms, the applicable Order Form, the MSA or Partner Agreement, and any terms contained in Workday Community, as applicable, the order of priority is (1) the Order Form, (2) these Training Terms, (3) the MSA or Partner Agreement, as applicable, and (4) terms regarding Workday Training in Workday Community.

d. Miscellaneous. Workday Training is not subject to any SLA and is not part of the Service. Workday Training is not covered under any Workday audit report or ISO Certification. Any audit activities and Customer information requests will be addressed in accordance with the optional Universal Customer Audit Program Order Form.

## 6. Definitions

**“Cancellation Notice Period”** means (a) at least 7 full calendar days before Course start date, (b) within 24 hours of enrollment for Courses enrolled within 7 full calendar days of Course start date, or (c) at least 14 full calendar days before Course start date for Dedicated Training.

**“Course”** means any Workday Training course, exam, or other training offering listed in the Training Catalog or in the Workday Learning Center.

**“Downloadable Content”** means the portions of training offerings (e.g., Adoption Kit, Administrator Training Kits, Peakon Voice Fundamentals Course) that Workday expressly permits a Learner to download for use as described herein.

**“Learner”** means an individual employee, permitted independent contractor, or Authorized Party (for Customers only) of a Purchaser registered in the Workday Learning Center as a Learner under Purchaser’s registered email domain.

**“Partner Agreement”** means the agreement under which the Purchaser is participating in any Workday Partner Program and such participation provides access to Workday Training.

**“Purchaser”** means a Customer or Partner that purchases Workday Training or is authorized to enroll Learners in Workday Training.

**“TC-Eligible Course”** means the Workday Training eligible to be purchased with Training Credits as identified in the Training Catalog with the number of “Credits” required for purchase.

**“Training Catalog”** means the applicable catalog of available Workday Training in Workday Community.

**“Training Content”** means all Course materials (including, without limitation, eBooks; Downloadable Content; Course structure, look and feel, and descriptions) and all other material made available by Workday in connection with Workday Training, whether presented visually, audibly, electronically, or in printed form.

**“Training Credit”** means prepaid credits redeemable for Workday Training in lieu of paying Training Fees.

**“Training Fee”** means the fee (other than Training Credits) established by Workday from time to time for each Course.

Last updated: September 20, 2024



## **Workday Production Support and Service Level Availability Policy (SLA) for Strategic Sourcing**

Workday's Service is based on a multi-tenanted operating model that applies common, consistent management practices for all customers using the service. This common operating model allows Workday to provide the high level of service reflected in our business agreements. This document (the "SLA") communicates Workday's Production Support and Service Level Availability Policy for Strategic Sourcing for its customers. Capitalized terms, unless otherwise defined herein, shall have the same meaning as in the primary Service subscription agreement between Workday and Customer ("MSA"), in the Strategic Sourcing Addendum or Product Terms, as applicable.

### **1. Service Availability:**

Workday's Service Availability commitment for a given calendar month is 99.9%.  
Service Availability is calculated per month as follows:

$$\left( \frac{\text{Total} - \text{Unplanned Outage} - \text{Planned Maintenance}}{\text{Total} - \text{Planned Maintenance}} \right) \times 100\% \geq 99.9\%$$

Definitions:

- **Total** is the total minutes in the month
- **Unplanned Outage** is total minutes that the Service is not available in the month outside of the Planned Maintenance window
- **Planned Maintenance** is total minutes of planned maintenance in the month.

Currently, Planned Maintenance is three (3) hours for weekly maintenance, plus four (4) hours for monthly maintenance, plus four (4) hours for quarterly maintenance. The Planned Maintenance windows can be found at Workday Scheduled Maintenance (<https://community.workday.com/node/521701>). All times are subject to change upon 30 days' notice provided via the Workday Community site ("Community") and any such change shall not lengthen the duration of the associated maintenance window. If actual maintenance exceeds the time allotted for Planned Maintenance, it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month.

The measurement point for Service Availability is the availability of the Sourcing environment at the Production data center's Internet connection points. Upon Customer request not more than once per month via the Workday case management system on Community, Workday will provide a Service Availability report.

### **2. Workday Feature Release and Service Update Process:**

Periodically, Workday introduces new features in the Service with enhanced functionality across Workday applications. Features and functionality will be made available ("Feature Release") as part of bi-weekly service updates ("Service Updates"). The frequency of Feature Release availability may be increased or decreased by Workday at Workday's discretion with at least 30 days' prior notice to Customer on Community. Specific information and timelines for Feature Releases and Service Updates can be found on Community. Feature Releases will be performed during a weekend within any Planned Maintenance.

### **3. Service Response:**

Workday's Service Response commitment is: (1) not less than 50% of online transactions in one second or less and (2) not more than 10% in 2.5 seconds or more. "Service Response" means the processing time of the Workday Sourcing environment in the Production data center to complete transactions submitted from a web browser. This Service Response commitment excludes online requests processed via background jobs, Workday Web Services, Innovation Services, Enhanced Features, or as analytics.



The time required to complete the request is measured from the point in time when the request has been fully received by the encryption endpoint in the Production data center, until the response begins to be returned for transmission to Customer. Customer may request a Service Response report not more than once per month via Community.

Customers may impact their own Service Response time by launching custom reports and integrations in excess of the limits set forth on Community. Workday may enforce reasonable and documented system limits to serve as guardrails for the Service where these reports and integrations negatively impact Service Response.

#### **4. Production Disaster Recovery:**

Workday will maintain a disaster recovery plan for the Workday Sourcing environment in conformance with Workday's most current Disaster Recovery Summary, which can be viewed on Community. Workday commits to a recovery time objective of 12 hours - measured from the time that the Workday Sourcing environment becomes unavailable until it is available again. Workday commits to a recovery point objective of 1 hour - measured from the time that the first transaction is lost until the Workday Sourcing environment becomes unavailable.

Workday will test the disaster recovery plan twice every twelve months and will make available a written summary of the results of the most recent test for Customers on Community.

#### **5. Case Submittal and Reporting:**

Customer's Named Support Contacts may submit cases to Workday Support via Community. Named Support Contacts must be trained on the Workday products for which they initiate support requests. Each case will be assigned a unique case number. Workday will respond to each case in accordance with this SLA and will work diligently toward resolution of the issue taking into consideration its severity and impact on the Customer's business operations. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other reasonable solution to the issue. Case reporting is available on demand via Community.

#### **6. Severity Level Determination:**

Customer shall reasonably self-diagnose each support issue and shall recommend to Workday an appropriate Severity Level designation. Workday shall validate Customer's Severity Level designation or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management. In the rare case a conflict requires a management discussion, both parties shall make a representative available within one hour of the escalation.

#### **7. Support Issue Production Severity Levels - Response and Escalation:**

"Workday Response Commitment" means the period of time from when Customer logs the Production case in the Workday case management system via Community until Workday responds to Customer or escalates within Workday, if appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.

If Customer is not satisfied with the progress of a Severity Level 1 or 2 issue, Customer may escalate the case to Workday support management using the escalation process defined for Named Support Contacts. Upon escalation, Workday shall notify support senior management and shall assign a Workday escalation manager to work with Customer until the escalation is resolved.

Severity Level 1:

- **Definition:** The Service is unavailable or a Service issue prevents timely payroll processing, tax payments, entry into time tracking, financials closing (month-end, quarter-end or year-end), payment of supply chain





- invoices or creation of purchase orders, processing of candidate applications. No workaround exists.
- Resolution: Workday will work to resolve the problem until the Service is returned to normal operation and will notify Customer of status changes.
- Escalation: If the problem has not been resolved within one hour, Workday will escalate the problem to the appropriate Workday organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
- Customer Response Commitment: Customer shall remain accessible for troubleshooting from the time a Severity 1 issue is logged until it is resolved.

#### Severity Level 2:

- Definition: An issue with the Service that prevents Customer from completing one or more critical business processes with a significant impact. No workaround exists.
- Resolution: Workday will work to resolve the problem until the Service is returned to normal operation and will notify Customer of status changes.
- Escalation: If the problem has not been resolved within six hours, Customer may request that Workday escalate the problem to the appropriate Workday organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
- Customer Response Commitment: Customer shall remain accessible for troubleshooting from the time a Severity 2 issue is logged until it is resolved.

#### Severity Level 3:

- Definition: An issue with the Service that prevents Customer from completing one or more important business processes that impact Customer's business operations. A workaround exists but is not optimal.
- Resolution: If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for future Service Updates and will suggest a potential workaround until the problem is resolved in a future Service Update. Workday will notify Customer of status changes.
- Escalation: If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- Customer Response Commitment: Customer will respond to Workday's requests for additional information and will implement recommended solutions in a timely manner.

#### Severity Level 4:

- Definition: An issue with the Service that delays Customer from completing one or more non-critical business processes that are not imperative to Customer's business operations. A workaround exists.
- Resolution: If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for future Service Updates and will suggest a potential workaround until the problem is resolved in a future Service Update. Workday will notify Customer of status changes.
- Escalation: If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- Customer Response Commitment: Customer will respond to Workday's requests for additional information and will implement recommended solutions in a timely manner.

#### Severity Level 5 (Including Customer Care and Operations Requests):

- Definition: Non-system issues and requests such as Named Support Contact changes, SLA report or general Service inquiries. Questions about product configuration and functionality should be addressed to Community.
- Resolution: Workday will respond to the request and will notify Customer of status changes.
- Escalation: If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- Customer Response Commitment: Customer will respond to Workday's requests for additional information in a timely manner.



## 8. Support Hours and Support Response Commitments:

Workday provides Customer support 24 hours a day, 7 days a week for Severity Level 1 issues and will remain accessible for troubleshooting from the time a Severity 1 issue is logged until it is resolved. Workday provides Customer support on Mondays through Fridays (in Customer's local time) for all other Severity Levels. Workday Response Commitments start from the time the case is logged.

| Support Issue Severity Level | Workday Response Commitment |
|------------------------------|-----------------------------|
| 1                            | 1 hour / 7 days a week      |
| 2                            | 6 hours / Monday – Friday   |
| 3                            | 24 hours / Monday - Friday  |
| 4                            | 24 hours / Monday – Friday  |
| 5                            | 48 hours / Monday - Friday  |

Support hours and support response commitments in the Strategic Sourcing SLA version released in September 2022 will continue to apply to (i) Customers who have an MSA with an Effective Date on or before July 31, 2023 for the remainder of such Customer's subscription Order Term(s); (ii) Customers with a renewal subscription Order Form for HCM or FIN with an Effective Date on or before January 31, 2024 for the remainder of the renewal Order Term; and (iii) Customers not eligible to subscribe to Workday Success Accelerate Plans, for as long as they are not eligible.

## 9. Workday Support Scope:

Workday will support functionality that is delivered by Workday as part of the Service. For all other functionality, and for issues or errors in the Service caused by issues, errors, or changes in Customer's information systems, customizations, and third-party products or services, Workday may assist Customer and its third-party providers in diagnosing and resolving issues or errors, but Customer acknowledges that these matters are outside of Workday's support obligations. Failure to meet obligations or commitments under this SLA that is attributable to (1) Customer's acts or omissions and (2) force majeure events shall be excused. Unless otherwise specified in the MSA or other applicable agreement, Customer must request remedies for any Failure (however defined in the MSA or other applicable agreement) within 60 days after the applicable Failure occurs.

## 10. Workday Web Services API Support:

Workday recommends using the most recent version of the Workday Web Services ("WWS") APIs in order to receive optimum performance and stability. Prior versions of WWS APIs are updated to support backward-compatibility for all prior versions of WWS APIs that have not reached an end-of-life status. Workday will make end-of-life announcements surrounding the WWS APIs through Community. Backward-compatibility means that an integration created to work with a given WWS API version will continue to work with that same WWS API version even as Workday introduces new WWS API versions. With the exception of backward-compatibility updates, prior versions of WWS APIs are not enhanced.





## **Workday Production Support and Service Level Availability Policy (SLA)**

Workday's Service is based on a multi-tenanted operating model that applies common, consistent management practices for all customers using the service. This common operating model allows Workday to provide the high level of service reflected in our business agreements. This document (the "SLA") communicates Workday's Production Support and Service Level Availability Policy for its customers. Capitalized terms, unless otherwise defined herein, shall have the same meaning as in the primary Service subscription agreement between Workday and Customer ("MSA").

### **1. Service Availability:**

Workday's Service Availability commitment for a given calendar month is 99.9%.  
Service Availability is calculated per month as follows:

$$\left( \frac{\text{Total} - \text{Unplanned Outage} - \text{Planned Maintenance}}{\text{Total} - \text{Planned Maintenance}} \right) \times 100\% \geq 99.9\%$$

Definitions:

- **Total** is the total minutes in the month
- **Unplanned Outage** is total minutes that the Service is not available in the month outside of the Planned Maintenance window
- **Planned Maintenance** is total minutes of planned maintenance in the month

Currently, Planned Maintenance is three (3) hours for weekly maintenance, plus four (4) hours for monthly maintenance, plus four (4) hours for quarterly maintenance. The Planned Maintenance windows can be found at Workday Scheduled Maintenance (<https://community.workday.com/node/521701>). All times are subject to change upon 30 days' notice provided via the Workday Community site ("Community") and any such change shall not lengthen the duration of the associated maintenance window. If actual maintenance exceeds the time allotted for Planned Maintenance, it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month.

The measurement point for Service Availability is the availability of the Production Tenants at the Production data center's Internet connection points. Upon Customer request not more than once per month via the Workday case management system on Community, Workday will provide a Service Availability report.

### **2. Workday Feature Release and Service Update Process:**

Periodically, Workday introduces new features in the Service with enhanced functionality across Workday applications. Features and functionality will be made available as part of a major feature release ("Feature Release") or as part of weekly service updates ("Service Updates"). Feature Releases will take place approximately twice per year. The frequency of Feature Release availability may be increased or decreased by Workday at Workday's discretion with at least 30 days' prior notice to Customer on Community. Specific information and timelines for Feature Releases and Service Updates can be found on Community. Feature Releases will be performed during a weekend within any Planned Maintenance.

### **3. Service Response:**

Workday's Service Response commitment is: (1) not less than 50% of online transactions in one second or less and (2) not more than 10% in 2.5 seconds or more. "Service Response" means the processing time of the Workday Production Tenants in the Production data center to complete transactions submitted from a web browser. This Service Response commitment excludes online requests processed via background jobs, Workday Web Services, Innovation Services, Enhanced Features, or as analytics.



The time required to complete the request is measured from the point in time when the request has been fully received by the encryption endpoint in the Production data center, until the response begins to be returned for transmission to Customer. Customer may request a Service Response report not more than once per month via Community.

Customers may impact their own Service Response time by launching custom reports and integrations in excess of the limits set forth on Community. Workday may enforce reasonable and documented system limits to serve as guardrails for the Service where these reports and integrations negatively impact Service Response.

#### **4. Production Disaster Recovery:**

Workday will maintain a disaster recovery plan for the Workday Production Tenants in conformance with Workday's most current Disaster Recovery Summary, which can be viewed on Community. Workday commits to a recovery time objective of 12 hours - measured from the time that the Workday Production Tenant becomes unavailable until it is available again. Workday commits to a recovery point objective of 1 hour - measured from the time that the first transaction is lost until the Workday Production Tenant becomes unavailable.

Workday will test the disaster recovery plan once every six months and will make available a written summary of the results of the most recent test for Customers on Community.

#### **5. Case Submittal and Reporting:**

Customer's Named Support Contacts may submit cases to Workday Support via Community. Named Support Contacts must be trained on the Workday products for which they initiate support requests. Each case will be assigned a unique case number. Workday will respond to each case in accordance with this SLA and will work diligently toward resolution of the issue taking into consideration its severity and impact on the Customer's business operations. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other reasonable solution to the issue. Case reporting is available on demand via Community.

#### **6. Severity Level Determination:**

Customer shall reasonably self-diagnose each support issue and shall recommend to Workday an appropriate Severity Level designation. Workday shall validate Customer's Severity Level designation or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management. In the rare case a conflict requires a management discussion, both parties shall make a representative available within one hour of the escalation.

#### **7. Support Issue Production Severity Levels - Response and Escalation:**

"Workday Response Commitment" means the period of time from when Customer logs the Production case in the Workday case management system via Community until Workday responds to Customer or escalates within Workday, if appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.

If Customer is not satisfied with the progress of a Severity Level 1 or 2 issue, Customer may escalate the case to Workday support management using the escalation process defined for Named Support Contacts. Upon escalation, Workday shall notify support senior management and shall assign a Workday escalation manager to work with Customer until the escalation is resolved.

Severity Level 1:

- **Definition:** The Service is unavailable or a Service issue prevents timely payroll processing, tax



payments, entry into time tracking, financials closing (month-end, quarter-end or year-end), payment of supply chain invoices or creation of purchase orders, processing of candidate applications, issues that prevent financial aid disbursements, admissions, and registration activity of students. No workaround exists.

- Resolution: Workday will work to resolve the problem until the Service is returned to normal operation and will notify Customer of status changes.
- Escalation: If the problem has not been resolved within one hour, Workday will escalate the problem to the appropriate Workday organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
- Customer Response Commitment: Customer shall remain accessible for troubleshooting from the time a Severity 1 issue is logged until it is resolved.

#### Severity Level 2:

- Definition: An issue with the Service that prevents Customer from completing one or more critical business processes with a significant impact. No workaround exists.
- Resolution: Workday will work to resolve the problem until the Service is returned to normal operation and will notify Customer of status changes.
- Escalation: If the problem has not been resolved within six hours, Customer may request that Workday escalate the problem to the appropriate Workday organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
- Customer Response Commitment: Customer shall remain accessible for troubleshooting from the time a Severity 2 issue is logged until it is resolved.

#### Severity Level 3:

- Definition: An issue with the Service that prevents Customer from completing one or more important business processes that impact Customer's business operations. A workaround exists but is not optimal.
- Resolution: If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for future Service Updates and will suggest a potential workaround until the problem is resolved in a future Service Update. Workday will notify Customer of status changes.
- Escalation: If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- Customer Response Commitment: Customer will respond to Workday's requests for additional information and will implement recommended solutions in a timely manner.

#### Severity Level 4:

- Definition: An issue with the Service that delays Customer from completing one or more non-critical business processes that are not imperative to Customer's business operations. A workaround exists.
- Resolution: If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for future Service Updates and will suggest a potential workaround until the problem is resolved in a future Service Update. Workday will notify Customer of status changes.
- Escalation: If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- Customer Response Commitment: Customer will respond to Workday's requests for additional information and will implement recommended solutions in a timely manner.

#### Severity Level 5 (Including Customer Care and Operations Requests):

- Definition: Non-system issues and requests such as Named Support Contact changes, SLA report, or general Service inquiries. Questions about product configuration and functionality should be addressed to Community.



- Resolution: Workday will respond to the request and will notify Customer of status changes.
- Escalation: If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- Customer Response Commitment: Customer will respond to Workday's requests for additional information in a timely manner.

## 8. Support Hours and Support Response Commitments:

Workday provides Customer support 24 hours a day, 7 days a week for Severity Level 1 issues and will remain accessible for troubleshooting from the time a Severity 1 issue is logged until it is resolved. Workday provides Customer support on Mondays through Fridays (in Customer's local time) for all other Severity Levels. Workday Response Commitments start from the time the case is logged.

| Support Issue Severity Level | Workday Response Commitment |
|------------------------------|-----------------------------|
| 1                            | 1 hour / 7 days a week      |
| 2                            | 6 hours / Monday – Friday   |
| 3                            | 24 hours / Monday - Friday  |
| 4                            | 24 hours / Monday – Friday  |
| 5                            | 48 hours / Monday - Friday  |

Support hours and support response commitments in the Workday SLA version released in February 2022 will continue to apply to (i) Customers who have an MSA with an Effective Date on or before July 31, 2023 for the remainder of such Customer's subscription Order Term(s); (ii) Customers with a renewal subscription Order Form for HCM or FIN with an Effective Date on or before January 31, 2024 for the remainder of the renewal Order Term; and (iii) Customers not eligible to subscribe to Workday Success Accelerate Plans, for as long as they are not eligible.

## 9. Workday Support Scope:

Workday will support functionality that is delivered by Workday as part of the Service. For all other functionality, and for issues or errors in the Service caused by issues, errors, or changes in Customer's information systems, customizations, and third-party products or services, Workday may assist Customer and its third-party providers in diagnosing and resolving issues or errors, but Customer acknowledges that these matters are outside of Workday's support obligations. Failure to meet obligations or commitments under this SLA that is attributable to (1) Customer's acts or omissions (such as launching custom reports and integrations in excess of the limits set forth on Community); and (2) force majeure events shall be excused. Unless otherwise specified in the MSA or other applicable agreement, Customer must request remedies for any Failure (however defined in the MSA or other applicable agreement) within 60 days after the applicable Failure occurs.

## 10. Workday Web Services API Support:

Workday recommends using the most recent version of the Workday Web Services ("WWS") APIs in order to receive optimum performance and stability. Prior versions of WWS APIs are updated to support backward-compatibility for all prior versions of WWS APIs that have not reached an end-of-life status. Workday will make end-of-life announcements no less than 18 months before the end-of-life of each WWS API. Workday will make announcements surrounding the WWS APIs through Community or, for APIs made available pursuant to the Workday Developer Program, through the Workday developer site. Backward-compatibility means that an integration created to work with a given WWS API version will continue to work with that same WWS API version even as Workday introduces new WWS API versions. With the exception of backward-compatibility updates, prior versions of WWS APIs are not enhanced.



## **11. Workday Developer Program App Support:**

For customers subscribing to Workday Extend ("Extend") under an Order Form, Workday will support Extend in Production Tenants. All Apps developed pursuant to the Workday Developer Program, whether created by a customer, Workday or others, are expressly not covered by this SLA. Workday will not be responsible for any Service Availability downtime or delayed Service Response times caused by use of any Apps. Workday may modify or deprecate APIs, features and services made available pursuant to the Workday Developer Program in accordance with the Availability Statuses posted on the Workday developer site at [developer.workday.com](https://developer.workday.com). Use of the developer site and all materials therein is governed by the Workday Developer Program Terms. "Apps" means the customizations, add-ons, extensions and/or other software solutions developed pursuant to the Workday Developer Program.



## **Workforce Management** **Product Terms**

These Product Terms apply to the Workforce Management Product Line SKUs subscribed to in an Order Form. Unless otherwise defined herein, capitalized terms used in these Product Terms have the same meaning as set forth in the MSA or the Order Form.

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Documentation</b>     | Documentation for this Product Line can be found here: <a href="https://doc.workday.com/">https://doc.workday.com/</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Audit Reports</b>     | Audit Reports applicable to this Product Line can be found here: <a href="https://community-content.workday.com/content/workday-community/en-us/reference/learn/resources/workday-compliance-program-product-line-coverage.html">https://community-content.workday.com/content/workday-community/en-us/reference/learn/resources/workday-compliance-program-product-line-coverage.html</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Support</b>           | Support for this Product Line is provided as set forth in the Workday SLA found here: <a href="https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html">https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Subprocessors</b>     | Subprocessors associated with this Product Line can be found here: <a href="https://www.workday.com/en-us/legal/subprocessors.html">https://www.workday.com/en-us/legal/subprocessors.html</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Enhanced Features</b> | <p>Customer Content is used to train and improve Workday's machine learning and analytics features associated with this Product Line, which can be found here: <a href="https://community-content.workday.com/content/workday-community/en-us/reference/products/platform-and-product-extensions/configuration-catalog/umsa-enhanced-features-list.html">https://community-content.workday.com/content/workday-community/en-us/reference/products/platform-and-product-extensions/configuration-catalog/umsa-enhanced-features-list.html</a> (collectively, "<b>Workforce Management Enhanced Features</b>"). Customer can manage Workday's use of Customer Content for Workforce Management Enhanced Features as further described in the Documentation.</p> <p>While Workday has developed Workforce Management Enhanced Features with a variety of situations in mind, Customer's use of such features with Customer Content and Customer's configurations may result in new and untested results and outcomes. Customer is responsible for assessing the suitability of any such features and results prior to making them available to its end users.</p>                                                                                                                                                                                                                                                           |
| <b>Early Access</b>      | <p>Customer can manage its participation in Workday's early access program through configuring Customer's applicable Instance. Based on Customer's configuration, Customer Content is used to train and improve Workday's early access machine learning and analytics functionality associated with product areas within this Product Line, which can be found here: <a href="https://community-content.workday.com/content/workday-community/en-us/reference/products/platform-and-product-extensions/configuration-catalog/umsa-early-access-product-area-list.html">https://community-content.workday.com/content/workday-community/en-us/reference/products/platform-and-product-extensions/configuration-catalog/umsa-early-access-product-area-list.html</a> (collectively, "<b>Workforce Management Early Access Product Area Functionality</b>"). Workforce Management Early Access Product Area Functionality is still in the design phase and remains subject to change and/or removal at Workday's sole discretion. Customer is responsible for verifying the accuracy of the outputs of the Workforce Management Early Access Product Area Functionality and making corrections as needed. Any products or features ultimately resulting from the Workforce Management Early Access Product Area Functionality may be distributed under various Workday offerings and may be subject to additional fees.</p> |
| <b>Additional Terms</b>  | <p>The terms in this Additional Terms section apply only to the extent that Customer uses the specific functionality indicated below.</p> <p><b>Third Party Map Service</b><br/>Third Party Map Service enables Customer to leverage third party map providers ("<b>Third Party Map Providers</b>") to display a map, calculate distance, and use other map functionalities, such as geofencing. The work location of Customer's end users and the geolocation information collected from such end user's devices is provided directly to the relevant Third Party Map Providers, such as Google LLC and Apple</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

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|  | <p>Inc., and is outside the scope of the Service. Customer understands that such data submitted to the relevant Third Party Map Providers through Third Party Map Service will be governed by the applicable Third Party Map Provider's terms, as specified below.</p> <p>Customer's use of Google Maps are governed by the Google Maps Platform Terms of Service, currently found at: <a href="https://cloud.google.com/maps-platform/terms">https://cloud.google.com/maps-platform/terms</a>, ("<b>Google TOS</b>") and the Google Maps Controller-Controller Data Protection Terms, currently found at: <a href="https://cloud.google.com/maps-platform/terms/maps-controller-terms">https://cloud.google.com/maps-platform/terms/maps-controller-terms</a> ("<b>Google DPT</b>").</p> <p>Customer's use of Apple Maps is subject to the Apple Maps terms, currently found at: <a href="https://www.apple.com/legal/internet-services/maps/terms-en.html">https://www.apple.com/legal/internet-services/maps/terms-en.html</a> and Apple Privacy Policy, currently found at: <a href="https://www.apple.com/privacy/">https://www.apple.com/privacy/</a>.</p> |
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Last updated: February 7, 2025





## **Talent Management** **Product Terms**

These Product Terms apply to the Talent Management Product Line SKUs subscribed to in an Order Form. Unless otherwise defined herein, capitalized terms used in these Product Terms have the same meaning as set forth in the MSA or the Order Form.

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| <b>Documentation</b>     | Documentation for this Product Line can be found here: <a href="https://doc.workday.com/">https://doc.workday.com/</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Audit Reports</b>     | Audit Reports applicable to this Product Line can be found here: <a href="https://community-content.workday.com/content/workday-community/en-us/reference/learn/resources/workday-compliance-program-product-line-coverage.html">https://community-content.workday.com/content/workday-community/en-us/reference/learn/resources/workday-compliance-program-product-line-coverage.html</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Support</b>           | Support for this Product Line is provided as set forth in the Workday SLA found here: <a href="https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html">https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Subprocessors</b>     | Subprocessors associated with the Product Line can be found here: <a href="https://www.workday.com/en-us/legal/subprocessors.html">https://www.workday.com/en-us/legal/subprocessors.html</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Enhanced Features</b> | <p>Customer Content is used to train and improve Workday's machine learning and analytics features associated with this Product Line, which can be found here: <a href="https://community-content.workday.com/content/workday-community/en-us/reference/products/platform-and-product-extensions/configuration-catalog/umsa-enhanced-features-list.html">https://community-content.workday.com/content/workday-community/en-us/reference/products/platform-and-product-extensions/configuration-catalog/umsa-enhanced-features-list.html</a> (collectively, "<b>Talent Management Enhanced Features</b>"). Customer can manage Workday's use of Customer Content for Talent Management Enhanced Features as further described in the Documentation.</p> <p>While Workday has developed Talent Management Enhanced Features with a variety of situations in mind, Customer's use of such features with Customer Content and Customer's configurations may result in new and untested results and outcomes. Customer is responsible for assessing the suitability of any such features and results prior to making them available to its end users.</p>                                                                                                                                                                                                                                                |
| <b>Early Access</b>      | <p>Customer can manage its participation in Workday's early access program through configuring Customer's applicable Instance. Based on Customer's configuration, Customer Content is used to train and improve Workday's early access machine learning and analytics functionality associated with product areas within this Product Line, which can be found here: <a href="https://community-content.workday.com/content/workday-community/en-us/reference/products/platform-and-product-extensions/configuration-catalog/umsa-early-access-product-area-list.html">https://community-content.workday.com/content/workday-community/en-us/reference/products/platform-and-product-extensions/configuration-catalog/umsa-early-access-product-area-list.html</a> (collectively, "Talent Management Early Access Product Area Functionality"). Talent Management Early Access Product Area Functionality is still in the design phase and remains subject to change and/or removal at Workday's sole discretion. Customer is responsible for verifying the accuracy of the output of the Talent Management Early Access Product Area Functionality and making corrections as needed. Any products or features ultimately resulting from the Talent Management Early Access Product Area Functionality may be distributed under various Workday offerings and may be subject to additional fees.</p> |
| <b>Additional Terms</b>  | <p>The terms in this Additional Terms section apply only to the extent that Customer uses the specific functionality indicated below.</p> <p><b>Cloud Connect for Learning</b></p> <p>The views and statements made in the third party content represent the views of the author or content creator, and not the views of Workday. If Customer (or its end users) find any third party content offensive or inappropriate, then Customer may</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

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|  | <p>contact the content creator or the third party content provider, or stop viewing the third party content.</p> <p><b>Public Learning Content</b></p> <p>The views and statements made in the third party content represent the views of the author or content creator, and not the views of Workday. If Customer (or its end users) find any third party content offensive or inappropriate, then Customer may contact the content creator or the third party content provider, or stop viewing the third party content.</p> <p>Workday's Youtube integration uses YouTube API Services. If Customer opts-in to access YouTube content, Customer will ensure its Authorized Parties comply with the YouTube Terms of Service available at <a href="https://www.youtube.com/t/terms">https://www.youtube.com/t/terms</a> and refrain from accessing or using the content in a manner that is deceptive, unethical, false, or misleading. Customer will also notify its Authorized Parties that YouTube uses, processes, collects, stores, and shares user information related to Authorized Parties in accordance with the YouTube privacy policy located at <a href="http://www.google.com/policies/privacy">http://www.google.com/policies/privacy</a> ("YouTube Privacy Policy"). Customer's notification will reference and link to the YouTube Privacy Policy. Customer will further ensure that its Authorized Parties consent to the use of Cookies that may be in YouTube content. Such cookies are in the control of YouTube and/or third-party publishers (not Workday). Customers with end users in the European Economic Area and/or the UK will comply with the EU User Consent Policy located at <a href="http://www.google.com/about/company/user-consent-policy/">http://www.google.com/about/company/user-consent-policy/</a>. YouTube and other publishers of YouTube content may use cookies on YouTube content. Please note Google provides instructions on their privacy policy on how end users can opt out of cookies.</p> |
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Last updated: February 7, 2025



## **Spend Management** **Product Terms**

These Product Terms apply to the Spend Management Product Line SKUs subscribed to in an Order Form. Unless otherwise defined herein, capitalized terms used in these Product Terms have the same meaning as set forth in the MSA or the Order Form.

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| <b>Documentation</b>     | Documentation for this Product Line can be found here: <a href="https://doc.workday.com/">https://doc.workday.com/</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Audit Reports</b>     | Audit Reports applicable to this Product Line can be found here: <a href="https://community-content.workday.com/content/workday-community/en-us/reference/learn/resources/workday-compliance-program-product-line-coverage.html">https://community-content.workday.com/content/workday-community/en-us/reference/learn/resources/workday-compliance-program-product-line-coverage.html</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Support</b>           | Support for this Product Line is provided as set forth in the applicable SLAs found here (for Expenses, Procurement and Inventory see the Workday SLA and for Strategic Sourcing as identified by the Sourcing SKU see the Strategic Sourcing SLA): <a href="https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html">https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Subprocessors</b>     | Subprocessors associated with this Product Line can be found here: <a href="https://www.workday.com/en-us/legal/subprocessors.html">https://www.workday.com/en-us/legal/subprocessors.html</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Enhanced Features</b> | Customer Content is used to train and improve Workday's machine learning and analytics features associated with this Product Line, which can be found here: <a href="https://community-content.workday.com/content/workday-community/en-us/reference/products/platform-and-product-extensions/configuration-catalog/umsa-enhanced-features-list.html">https://community-content.workday.com/content/workday-community/en-us/reference/products/platform-and-product-extensions/configuration-catalog/umsa-enhanced-features-list.html</a> (collectively, " <b>Spend Management Enhanced Features</b> "). Customer can manage Workday's use of Customer Content for Spend Management Enhanced Features as further described in the Documentation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Early Access</b>      | Customer can manage its participation in Workday's early access program through configuring Customer's applicable Instance. Based on Customer's configuration, Customer Content is used to train and improve Workday's early access machine learning and analytics functionality associated with product areas within this Product Line, which can be found here: <a href="https://community-content.workday.com/content/workday-community/en-us/reference/products/platform-and-product-extensions/configuration-catalog/umsa-early-access-product-area-list.html">https://community-content.workday.com/content/workday-community/en-us/reference/products/platform-and-product-extensions/configuration-catalog/umsa-early-access-product-area-list.html</a> (collectively, " <b>Spend Management Early Access Product Area Functionality</b> "). Spend Management Early Access Product Area Functionality is still in the design phase and remains subject to change and/or removal at Workday's sole discretion. Customer is responsible for verifying the accuracy of the outputs of the Spend Management Early Access Product Area Functionality and making corrections as needed. Any products or features ultimately resulting from the Spend Management Early Access Product Area Functionality may be distributed under various Workday offerings and may be subject to additional fees. |
| <b>Additional Terms</b>  | <p>The terms in this Additional Terms section apply only to the extent that Customer uses the specific functionality indicated below.</p> <p><b>Workday Strategic Sourcing:</b><br/>Information that an end user provides to register for a Workday Strategic Sourcing account such as name, email and password is not Customer Content. Any data that is provided for the purposes of support or feedback is not Customer Content.</p> <p><b>"Stakeholder"</b> means an end user of Workday Strategic Sourcing with specific limited access rights that has been invited to use Customer's Workday Strategic Sourcing Instance by an Authorized Party. <b>"Supplier"</b> means a third-party user of Workday Strategic Sourcing in connection with Customer's use of Workday</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

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|  | Strategic Sourcing hereunder. <b>“Supplier End Users”</b> means users who are authorized by a Supplier to use Workday Strategic Sourcing. Workday will not be liable to Customer for any act or omission of any Supplier or Supplier End Users, or with regard to a Supplier and Supplier End User’s use of Customer’s Workday Strategic Sourcing Instance or Customer Content. |
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Last updated: February 7, 2025



## **Payroll** **Product Terms**

These Product Terms apply to the Payroll Product Line SKUs subscribed to in an Order Form. Unless otherwise defined herein, capitalized terms used in these Product Terms have the same meaning as set forth in the MSA or the Order Form.

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| <b>Documentation</b>     | Documentation for this Product Line can be found here: <a href="https://doc.workday.com/">https://doc.workday.com/</a> ;<br><br>Documentation for Payroll provided by Strada can be accessed through the Strada Help Centre, access to which is provided with the Customer's subscription.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Audit Reports</b>     | Audit Reports applicable to this Product Line can be found here: <a href="https://community-content.workday.com/content/workday-community/en-us/reference/learn/resources/workday-compliance-program-product-line-coverage.html">https://community-content.workday.com/content/workday-community/en-us/reference/learn/resources/workday-compliance-program-product-line-coverage.html</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Support</b>           | Support for this Product Line is provided as set forth in the Workday SLA found here: <a href="https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html">https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html</a> ; subject to the Additional Terms below.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Subprocessors</b>     | Subprocessors associated with this Product Line can be found here: <a href="https://www.workday.com/en-us/legal/subprocessors.html">https://www.workday.com/en-us/legal/subprocessors.html</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Enhanced Features</b> | Customer Content is used to train and improve Workday's machine learning and analytics features associated with this Product Line, which can be found here: <a href="https://community-content.workday.com/content/workday-community/en-us/reference/products/platform-and-product-extensions/configuration-catalog/umsa-enhanced-features-list.html">https://community-content.workday.com/content/workday-community/en-us/reference/products/platform-and-product-extensions/configuration-catalog/umsa-enhanced-features-list.html</a> (collectively, " <b>Payroll Enhanced Features</b> "). Customer can manage Workday's use of Customer Content for Payroll Enhanced Features as further described in the Documentation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Early Access</b>      | Customer can manage its participation in Workday's early access program through configuring Customer's applicable Instance. Based on Customer's configuration, Customer Content is used to train and improve Workday's early access machine learning and analytics functionality associated with product areas within this Product Line, which can be found here: <a href="https://community-content.workday.com/content/workday-community/en-us/reference/products/platform-and-product-extensions/configuration-catalog/umsa-early-access-product-area-list.html">https://community-content.workday.com/content/workday-community/en-us/reference/products/platform-and-product-extensions/configuration-catalog/umsa-early-access-product-area-list.html</a> (collectively, " <b>Payroll Early Access Product Area Functionality</b> "). Payroll Early Access Product Area Functionality is still in the design phase and remains subject to change and/or removal at Workday's sole discretion. Customer is responsible for verifying the accuracy of the outputs of the Payroll Early Access Product Area Functionality and making corrections as needed. Any products or features ultimately resulting from the Payroll Early Access Product Area Functionality may be distributed under various Workday offerings and may be subject to additional fees. |
| <b>Additional Terms</b>  | <p>The terms in this Additional Terms section apply only to the extent that Customer uses the specific functionality indicated below.</p> <p><b>Payroll provided by Strada</b></p> <p>The Service Availability Commitment, including the percentage used to calculate the Service Availability Percentage, for Payroll provided by Strada for a given calendar month is 98.0%.</p> <p>Planned Maintenance windows for Payroll provided by Strada can be accessed through the Strada Help Centre. All times are subject to change.</p> <p>The Service Response terms in the SLA do not apply to Payroll provided by Strada.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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|  | <p>For the purposes of resolving customer support cases related to Payroll provided by Strada, at Workday's discretion, Workday may forward support case information to Strada. If necessary, Customer shall communicate with Strada's support team as part of the case resolution process. Customer shall remain accessible for troubleshooting with Workday and Strada from the time a Severity Level 1 or Severity Level 2 issue is logged until it is resolved. For all cases, Customer will respond to Workday's or Strada's requests for additional information and will implement recommended solutions in a timely manner. Any information or data submitted to or shared with Strada for the purpose of providing Customer technical support is not Customer Content.</p> <p>Customer acknowledges that Payroll provided by Strada is designed with security and access management for processing non-Protected Information, and Customer agrees that neither Customer (nor its Affiliates, Authorized Parties, or Clients) shall include Protected Information in its Customer Content. "Protected Information" means, to the extent any of the following relates to an identified or identifiable natural person: (i) Protected Health Information as defined in the U.S. Health Insurance Portability and Accountability Act or other health information regulated under Data Protection Laws applicable to Customer.</p> |
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Last updated: February 7, 2025



## **Human Capital Management** **Product Terms**

These Product Terms apply to the Human Capital Management Product Line SKUs subscribed to in an Order Form. Unless otherwise defined herein, capitalized terms used in these Product Terms have the same meaning as set forth in the MSA or the Order Form.

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| <b>Documentation</b>     | Documentation for this Product Line can be found here: <a href="https://doc.workday.com/">https://doc.workday.com/</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Audit Reports</b>     | Audit Reports applicable to this Product Line can be found here: <a href="https://community-content.workday.com/content/workday-community/en-us/reference/learn/resources/workday-compliance-program-product-line-coverage.html">https://community-content.workday.com/content/workday-community/en-us/reference/learn/resources/workday-compliance-program-product-line-coverage.html</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Support</b>           | Support for this Product Line is provided as set forth in the Workday SLA found here: <a href="https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html">https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Subprocessors</b>     | Subprocessors associated with this Product Line can be found here: <a href="https://www.workday.com/en-us/legal/subprocessors.html">https://www.workday.com/en-us/legal/subprocessors.html</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Enhanced Features</b> | Customer Content is used to train and improve Workday's machine learning and analytics features associated with this Product Line, which can be found here: <a href="https://community-content.workday.com/content/workday-community/en-us/reference/products/platform-and-product-extensions/configuration-catalog/umsa-enhanced-features-list.html">https://community-content.workday.com/content/workday-community/en-us/reference/products/platform-and-product-extensions/configuration-catalog/umsa-enhanced-features-list.html</a> (collectively, " <b>Human Capital Management Enhanced Features</b> "). Customer can manage Workday's use of Customer Content for Human Capital Management Enhanced Features as further described in the Documentation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Early Access</b>      | Customer can manage its participation in Workday's early access program through configuring Customer's applicable Instance. Based on Customer's configuration, Customer Content is used to train and improve Workday's early access machine learning and analytics functionality associated with product areas within this Product Line, which can be found here: <a href="https://community-content.workday.com/content/workday-community/en-us/reference/products/platform-and-product-extensions/configuration-catalog/umsa-early-access-product-area-list.html">https://community-content.workday.com/content/workday-community/en-us/reference/products/platform-and-product-extensions/configuration-catalog/umsa-early-access-product-area-list.html</a> (collectively, " <b>Human Capital Management Early Access Product Area Functionality</b> "). Human Capital Management Early Access Product Area Functionality is still in the design phase and remains subject to change and/or removal at Workday's sole discretion. Customer is responsible for verifying the accuracy of the outputs of the Human Capital Management Early Access Product Area Functionality and making corrections as needed. Any products or features ultimately resulting from the Human Capital Management Early Access Product Area Functionality may be distributed under various Workday offerings and may be subject to additional fees. |
| <b>Additional Terms</b>  | <p>The terms in this Additional Terms section apply only to the extent that Customer uses the specific functionality indicated below.</p> <p><b>Journeys</b></p> <p>External Home Page Cards enables customers to surface third party external content directly on the Workday homepage as part of the People Experience card framework. Each Customer can choose the third parties (each such provider, a "<b>Third Party Content Provider</b>") and the content they wish to surface through the People Experience home page configuration task. For the purpose of creating and configuring External Home Page Cards, Customer is granted a limited license to use the Workday Extend Service and Workday Extend Developer Site solely for the purpose of building, testing, enabling, and monitoring custom workflows and performance of cards leveraging third party external</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |



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|  | <p>content (“<b>Third Party Content Cards</b>”). Such use of the Workday Extend Service and the Workday Extend Developer Site is subject to and governed by the terms applicable to Extend in the Platform and Product Extensions Product Terms. Third Party Content Cards constitute Extend Applications and any data logged in relation to the Third Party Content Cards constitutes Metadata, each as defined in the Developer Program Terms.</p> <p><b>Workday Connector for Equifax Verification</b></p> <p><b>Workday Connector for Equifax Verification</b> (“<b>Workday Connector</b>”) may be used only by customers with a current subscription to Human Capital Management, Payroll for the U.S., and if and when available Cloud Connect for Third Party Payroll, and/or Global Payroll Connect. The Workday Connector enables customers to automatically transmit employee data requested by Equifax to Equifax’s verification services for purposes of employment, income, or social services verification by Equifax. For Customer employees with U.S. government identifiers, data will include U.S. government identifier (e.g., Social Security Number), profile information, employment history information, compensation history information, and employer profile and contact information, verification event data, each as used in connection with the Workday Connector and/or Equifax verification services. Workday is not responsible for the completeness or accuracy of the data. Data shall be stored in an approved environment for purposes of Customer furnishing the data to Equifax, and such data will be refreshed at least every 14 days.</p> <p>By using the Workday Connector, Customer instructs Workday to act as a conduit for Customer to furnish data to Equifax. By enabling the Workday Connector, Customer agrees to Equifax’s terms and conditions set forth at <a href="https://assets.equifax.com/wfs/theworknumber/assets/workday-twn-tc.pdf">https://assets.equifax.com/wfs/theworknumber/assets/workday-twn-tc.pdf</a>. Customer’s use of Workday Connector and all data transmitted to Equifax hereunder is subject to the applicable terms of use and privacy statements of Equifax (and any applicable agreement between Customer and Equifax). Equifax’s platforms, products or services and related activities are outside the scope of the Service and are not subject to the IS Terms or any other agreement between Customer and Workday. Customer acknowledges and agrees that pursuant to the Fair Credit Reporting Act, Customer will act as the “Furnisher,” Equifax will act as the “Credit Reporting Agency,” and the Workday Connector will be the mere conduit. Customer may disable the Workday Connector service at any time, provided, however, actual disablement will occur no more than 30 days after disablement action. The European Union Data Access Policy and the United States Data Access Policy do not apply to the Workday Connector. The Workday Connector will process data in the United States and in the region where Customer’s tenant is located. Please see the Documentation for additional information.</p> |
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Last updated: February 7, 2025



## **Financial Management** **Product Terms**

These Product Terms apply to the Financial Management Product Line SKUs subscribed to in an Order Form. Unless otherwise defined herein, capitalized terms used in these Product Terms have the same meaning as set forth in the MSA or the Order Form.

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| <b>Documentation</b>     | Documentation for this Product Line can be found here: <a href="https://doc.workday.com/">https://doc.workday.com/</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Audit Reports</b>     | Audit Reports applicable to this Product Line can be found here: <a href="https://community-content.workday.com/content/workday-community/en-us/reference/learn/resources/workday-compliance-program-product-line-coverage.html">https://community-content.workday.com/content/workday-community/en-us/reference/learn/resources/workday-compliance-program-product-line-coverage.html</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Support</b>           | Support for this Product Line is provided as set forth in the Workday SLA found here: <a href="https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html">https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Subprocessors</b>     | Subprocessors associated with this Product Line can be found here: <a href="https://www.workday.com/en-us/legal/subprocessors.html">https://www.workday.com/en-us/legal/subprocessors.html</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Enhanced Features</b> | Customer Content is used to train and improve Workday's machine learning and analytics features associated with this Product Line, which can be found here: <a href="https://community-content.workday.com/content/workday-community/en-us/reference/products/platform-and-product-extensions/configuration-catalog/umsa-enhanced-features-list.html">https://community-content.workday.com/content/workday-community/en-us/reference/products/platform-and-product-extensions/configuration-catalog/umsa-enhanced-features-list.html</a> (collectively, " <b>Financial Management Enhanced Features</b> "). Customer can manage Workday's use of Customer Content for Financial Management Enhanced Features as further described in the Documentation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Early Access</b>      | Customer can manage its participation in Workday's early access program through configuring Customer's applicable Instance. Based on Customer's configuration, Customer Content is used to train and improve Workday's early access machine learning and analytics functionality associated with product areas within this Product Line, which can be found here: <a href="https://community-content.workday.com/content/workday-community/en-us/reference/products/platform-and-product-extensions/configuration-catalog/umsa-early-access-product-area-list.html">https://community-content.workday.com/content/workday-community/en-us/reference/products/platform-and-product-extensions/configuration-catalog/umsa-early-access-product-area-list.html</a> (collectively, " <b>Financial Management Early Access Product Area Functionality</b> "). Financial Management Early Access Product Area Functionality is still in the design phase and remains subject to change and/or removal at Workday's sole discretion. Customer is responsible for verifying the accuracy of the outputs of the Financial Management Early Access Product Area Functionality and making corrections as needed. Any products or features ultimately resulting from the Financial Management Early Access Product Area Functionality may be distributed under various Workday offerings and may be subject to additional fees. |
| <b>Additional Terms</b>  | <p>The terms in this Additional Terms section apply only to the extent that Customer uses the specific functionality indicated below.</p> <p><b>Accounting Center:</b><br/>Customer may import external data to and create new datasets within the Data Catalog solely to transform, normalize, and prepare data for processing by Accounting Center. Customer may use the Accounting Center-created Accounting Center Dataset(s) for the purposes of end user reporting. "<b>Data Catalog</b>" is the functionality provided by Workday to import, transform, normalize, organize, and prepare data for processing by Accounting Center.</p> <p><b>Auditoria.AI SmartBots for Workday:</b><br/>Customer acknowledges that Auditoria.AI SmartBots for Workday is not intended for storage or transmission of Protected Health Information as defined in 45 C.F.R.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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|  | <p>§160.103.</p> <p>Customer Content will be deleted within 120 days of expiration or termination of Customer's subscription to Auditoria.AI SmartBots for Workday, provided, however that there is no requirement to remove copies of Customer Content from backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday shall continue to protect the Customer Content in accordance with the Agreement. Customer Content may not be retrieved after the expiration or termination of Customer's subscription to Auditoria.AI SmartBots for Workday.</p> <p>Service Availability and Service Response sections of the SLA do not apply to Auditoria.AI SmartBots for Workday.</p> <p><b>Distance Calculation for Expenses:</b></p> <p>Distance Calculation for Expenses enables Customer to leverage third-party service providers ("<b>Third Party Service Providers</b>") to calculate an estimated driving route between two addresses, allows the resulting calculated distance ("<b>Calculated Distance</b>") to be submitted in an expense report, and may provide suggested addresses using type-ahead drop-down functionality in the origin and destination address fields ("<b>Suggested Addresses</b>").</p> <p>All data entered into the address fields in Distance Calculation for Expenses is provided by Customer directly to the relevant Third Party Service Providers such as Google LLC and is outside the scope of the Service. The Third Party Service Providers will provide the Suggested Addresses and Calculated Distance. The Suggested Addresses and Calculated Distance are provided only as a convenience and are not guaranteed to be accurate or complete. Calculated Distance may not be the actual route taken. Distance Calculation for Expenses is intended only for the input of address data. Customer understands that such data submitted to the Third Party Service Provider through Distance Calculation for Expenses will be governed by the Google Maps Platform Terms of Service, currently found at <a href="https://cloud.google.com/maps-platform/terms">https://cloud.google.com/maps-platform/terms</a>, ("<b>Google TOS</b>") and the Google Maps Controller-Controller Data Protection Terms, currently found at <a href="https://cloud.google.com/maps-platform/terms/maps-controller-terms">https://cloud.google.com/maps-platform/terms/maps-controller-terms</a> ("<b>Google DPT</b>"). Customer is responsible for compliance with the applicable sections of the Google TOS (excluding all provisions regarding payment) and the Google DPT.</p> <p><b>Workday Bank Connectivity:</b></p> <p>Customer acknowledges that Workday Bank Connectivity is not intended for storage or transmission of Protected Health Information as defined in 45 C.F.R. §160.103.</p> <p>Customer Content will be deleted within 90 days of expiration or termination of Customer's subscription to Workday Bank Connectivity, provided, however, that there is no requirement to remove copies of Customer Content from backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday shall continue to protect the Customer Content in accordance with the Agreement. Customer Content may not be retrieved after the expiration or termination of Customer's subscription to Workday Bank Connectivity.</p> |
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Last updated: February 7, 2025



## **Analytics & Reporting** **Product Terms**

These Product Terms apply to the Analytics & Reporting Product Line SKUs subscribed to in an Order Form. Unless otherwise defined herein, capitalized terms used in these Product Terms have the same meaning as set forth in the MSA or the Order Form.

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Documentation</b>     | Documentation for this Product Line can be found here: <a href="https://doc.workday.com/">https://doc.workday.com/</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Audit Reports</b>     | Audit Reports applicable to this Product Line can be found here: <a href="https://community-content.workday.com/content/workday-community/en-us/reference/learn/resources/workday-compliance-program-product-line-coverage.html">https://community-content.workday.com/content/workday-community/en-us/reference/learn/resources/workday-compliance-program-product-line-coverage.html</a>                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Support</b>           | Support for this Product Line is provided as set forth in the Workday SLA found here: <a href="https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html">https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Subprocessors</b>     | Subprocessors associated with this Product Line can be found here: <a href="https://www.workday.com/en-us/legal/subprocessors.html">https://www.workday.com/en-us/legal/subprocessors.html</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Enhanced Features</b> | Customer Content is used to train and improve Workday's machine learning and analytics features associated with this Product Line, which can be found here: <a href="https://community-content.workday.com/content/workday-community/en-us/reference/products/platform-and-product-extensions/configuration-catalog/umsa-enhanced-features-list.html">https://community-content.workday.com/content/workday-community/en-us/reference/products/platform-and-product-extensions/configuration-catalog/umsa-enhanced-features-list.html</a> (collectively, " <b>Analytics &amp; Reporting Enhanced Features</b> "). Customer can manage Workday's use of Customer Content for Analytics & Reporting Enhanced Features as further described in the Documentation. |
| <b>Additional Terms</b>  | <p>The terms in this Additional Terms section apply only to the extent that Customer uses the specific functionality indicated below.</p> <p><b>People Analytics</b><br/>Stories and insights displayed in the Skills topic area: (a) may only be used to evaluate training and upskilling opportunities; and (b) are not approved for any other use and may not be used to make any hiring, promotion, selection, evaluation or other employment decisions. Customer is solely responsible for verifying the accuracy of Stories and determining the appropriateness of any related suggestions or recommendations.</p>                                                                                                                                       |

Last updated: February 7, 2025

## Statement of Work- City of Plymouth

This Statement of Work number 001: Workday Deployment (this “**SOW**” or “**Statement of Work**”), effective as of March \_25\_, 2025 (the “**Service Date**”), is by and between City of Plymouth (“**City of Plymouth**,” “**City**” or “**Client**”) and Strada U.S. Professional Services, LLC (“**Strada**” or “**Supplier**” and, together with Client, each a “**Party**” and collectively the “**Parties**”). This SOW adopts and incorporates by reference the terms and conditions of that certain Framework Services Agreement, effective as of March \_25\_, 2025, by and between Client and Strada (the “**FSA**”). Capitalized terms used but not defined in this SOW shall have the meanings ascribed thereto in the FSA. This SOW is an “**Order Form**” as defined in the FSA. All references to SOW or Statement of Work herein mean “Order Form” under the FSA. In consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### I. DEFINITIONS

The following capitalized terms have the meanings set forth next to them when used in this SOW:

“**Defect**” means a failure of the Workday Solution to operate as designed within the configuration, integrations, reports, and data migration/conversion scope of this SOW. Defects can be identified during testing, reviews, or other points in the project. The description for categorization of Defects is in [Appendix G](#).

“**Milestone**” means a milestone set out in this SOW.

“**Move(d) to Production**” means all configurations, integrations, reports, and converted Client Data will be moved to the Production Tenant. The date on which this occurs is the “**Move to Production Date**”.

“**Project Plan**” means the written plan describing the configuration, deployment and timeline of the project to deploy the Workday Solution and Client Production Tenant for Client as mutually agreed by the project team in accordance with this SOW.

“**Tenant**” means Client’s instance of the Workday Solution provided by Workday. Multiple Tenants will be provided by Workday and 3 will be configured by Strada hereunder (others as referenced in Appendix F may be copied over and created), resulting in the Production Tenant.

### II. STATEMENT OF WORK TERMS

A. Term. The term of this Statement of Work will commence on the Service Date and shall end on the completion of the Services, unless sooner terminated in accordance with this SOW or the FSA or extended in accordance with Section 2.2 (Change Orders) of the FSA. Client may terminate this SOW for convenience upon notice to Strada at least 60 days prior to the effective date thereof.

B. Scope. The functional and technical scope of the project described in this SOW derives from a detailed analysis by Strada of Client’s provided documentation, including as reflected in the requirements document that was submitted by Strada as part of its response to Client’s RFP (such requirements document is the “**Requirements Proposal Document**”) which is incorporated herein by reference, and product demonstrations with Client. The scope is more specifically described in [Appendix A](#) and other areas of this SOW. Strada represents that the scope of the Requirements Proposal Document, as reflected in this SOW, is sufficient for the proper deployment of the Workday Solution for Client’s organization. Strada will reasonably consider the baseline functional and technical requirement response information provided in the Requirements Proposal Document, along with the Workday Solution’s generally available functionality as the initial basis for the configuration of the Workday Solution Launch deployment. All assumptions assume current Workday functionality is available at the time of implementation, and,

if not, the zero dollar Change Order referenced in Section VIII may be used for the functionality no longer available to implement.

Future release functionality not available at the time of this SOW cannot be included in scope for the fixed fee, although Strada will reasonably consider including minor functionality changes that do not negatively impact the Timeline or Strada's costs to configure, and the zero dollar Change Order referenced in Section VIII may be used for functionality that is substituted for functionality available at the time of this SOW. After each Workday Solution update, Strada will evaluate all Workday Solution updates in terms of impact to current configuration and potential interest to the Client. This analysis will be reviewed by the Client. Any newly released (after the Service Date) Workday Solution features selected after Customer Confirmation sessions at the end of the Architect & Configure stage will be mutually agreed to by Client and Strada. Some newly released (after the Service Date) Workday Solution features after the Architect & Configure phase may have cost and schedule impacts which will be handled through the Change Order Process.

#### C. Strada Resources.

(i) Strada will actively participate in all required project activities and make knowledgeable resources available for all virtual and in-person sessions and meetings. Strada will provide clear communications and feedback throughout the project to reduce unnecessary work efforts. Strada is responsible for the timely coordination of Strada personnel engaged by Strada necessary to timely perform all Services in accordance with this SOW including the mutually agreed Project Plan. Strada will provide direction to Strada personnel performing Services and will ensure that Strada personnel comply with all applicable terms and conditions of the Agreement while they are performing Services.

(ii) Strada will use no subcontractors for this project.

(iii) Strada will identify Key Personnel for the roles in the Table below within 1 week for PM and other resources within 2 weeks of the City signing this SOW. The Key Personnel will remain the same (subject to the terms of the Agreement) throughout the duration of the project:

| <b>Key Personnel Role for Project</b> | <b>Identity</b>      |
|---------------------------------------|----------------------|
| <b>Program Executive</b>              | <b>Jeff Mezigian</b> |
| <b>Project Manager</b>                |                      |
| <b>HCM Lead</b>                       |                      |
| <b>Payroll Lead</b>                   |                      |
| <b>Financial Accounting Lead</b>      |                      |
| <b>Testing Lead</b>                   |                      |
| <b>Technical Architect</b>            | <b>Casey Clyde</b>   |

(iv) Strada will use a mix of onshore and offshore resources with all Client facing work being done by onshore consultants; provided Client Data will be securely accessed by Strada resources exclusively on the Strada corporate network via SFTP connection with Client, in accordance with Workday's documentation and best practices, and any access to the Workday Solution must be in accordance with Workday's documentation and product terms.

#### D. Client Resources.

(i) Client will staff the roles described in Appendix C, pursuant to the specific requirements of this SOW and the Project Plan. Roles not identified in Appendix C have not been budgeted by Client and are not an assumption to complete this SOW.

#### E. Escalation and Governance.

(i) To help avoid project delays, the Parties are jointly responsible for escalating and resolving issues of which they are aware. Strada will promptly notify Client when it becomes aware that an act or omission of Client or Client personnel or Client's externally engaged resources will cause, or has caused, a problem or delay in the project. Strada will work with Client and the Client personnel and such third-party resources to prevent or circumvent such problem or delay.

(ii) The Parties will leverage the Governance Process in Appendix D as refined through the Launch Deployment Approach and documented in the Guiding Principles Document (defined in Appendix E) to resolve issues in the project in a reasonable and good faith manner to minimize impacts to the Project Timeline and costs.

(iii) Strada will track all project issues within the RAID log made available to Client 24x7 and assign a resolution owner and proposed resolution date to each issue; provided, that issues assigned to Client must be discussed and agreed by Client prior to assignment.

(iv) The project team will escalate those issues that it cannot rectify to the Client Project Manager and the Strada Project Manager within 5 business days. If such managers cannot resolve an issue within 5 business days, they will escalate it to the Steering Committee. The Steering Committee shall promptly resolve all issues, if necessary, by holding a meeting and obtaining direction from the appropriate people within each Party's organization within 10 business days. The Client Project Manager is the escalation point for all personnel of Client assigned to the project. The Strada Project Manager is the escalation point for all Strada personnel assigned to the project.

F. Acceptance Testing. The Client's Project Manager (or Client's designee) shall be the Client's authorized representative ("**Approver**") to: (i) accept or reject Deliverables and Milestones from Strada; and (ii) communicate the Client's comments, objections, or responses concerning any Deliverable and Milestone in writing to Strada. The definition of the acceptance criteria for each Deliverable will be mutually agreed by the Client Project Manager (or Client's designee) and Strada Project Manager and documented in writing. The following process applies:

- (1) Strada will notify Approver in writing upon Strada's completion of each Deliverable/Milestone.
- (2) Approver shall approve each Deliverable/Milestone that conforms in all material respects with the acceptance criteria. Within ten (10) days (or such other period agreed upon in the Project Plan) from its receipt of a Deliverable or the date of a Milestone, Approver shall provide Strada with (i) written approval of such Deliverable/Milestone or (ii) a written statement which identifies in reasonable detail, with references to the applicable acceptance criteria, all of the deficiencies preventing approval (the "**Deficiencies**").
- (3) Strada shall have ten (10) days (unless another period agreed upon in the Project Plan) from the date it receives the notice of Deficiencies to respond to and correct the Deficiencies in order for such Deliverable/Milestone to conform in all material respects to the applicable acceptance criteria, without additional cost to Client. Client shall complete its review of the corrected Deliverable/Milestone and notify Strada in writing of acceptance or rejection in accordance with the foregoing provisions of this Section. If the Deficiency is still not corrected, Client may (in its sole discretion and without limiting Client's remedies) either:
  - a. extend the time for Strada to correct such Deficiency and satisfy the acceptance criteria;
  - b. conditionally accept the non-conforming Deliverable/Milestone on the condition that Strada satisfy the acceptance criteria in accordance with a remediation plan provided by Strada and approved by Client; or
  - c. retain the Deliverable/Milestone and receive an appropriate reduction in the fees for Services that reflects the extent to which the Deliverable/Milestone conforms to the acceptance criteria.
- (4) If Client selects option (3)(a) but the Deficiency is still not corrected within the extended time, Client shall have the same options.
- (5) The Parties acknowledge that Deliverables may be subject to multiple rounds of acceptance testing if they are included in subsequent stages for testing, Acceptance under one stage does not affect the foregoing terms for the same Deliverables being included in subsequent stages.



(6) Acceptance does not limit Client's other rights and remedies under the Agreement.

G. Tools. Strada shall provide, operate, support, maintain, and facilitate access to the Tools, as identified in Appendix B, to the extent necessary for Strada to perform the Services and for Client's access and use. Strada agrees that Client and its personnel, including employees and contractors, have the right to use the Tools in connection with this SOW. Without limiting the foregoing, Strada will maintain and support the Tools so that they operate in accordance with their specifications and documentation, in collaboration with the Client. Strada will coordinate with Client on all updates. Any Tools to be implemented within Client's facility will be subject to Client's policies and processes on access or use by Strada or its personnel. Access to the Tools is limited to Client and its personnel solely for use in connection with this SOW and only during the term of this SOW. Strada will terminate Client's access to the Tools at the end of the SOW and will delete all or return all Client Data including Client Data in the Tools or as instructed by Client. The Tools are Strada IP subject to the terms of the FSA.

### III. PROJECT OVERVIEW / BACKGROUND

This Statement of Work describes the Services, as well as Deliverables and Milestones, related to the configuration, testing and deployment of the Workday solution as described herein (the "**Workday Solution**") and the Client Tenant(s) for Client. Client or its third-party providers and vendors shall retain responsibility for all services, tasks or functions identified as a Client Responsibility herein. Strada may utilize deployment automation tools in the performance of the Services as specified in this SOW.

The Workday Solution, SKU-level feature, and functionality of the Client Tenant(s) to be configured, tested, and deployed by Strada as part of the Services includes the following as further set forth in Appendix A to this SOW attached hereto:

- Foundational Data Model
- Core HCM
  - Onboarding
- Benefits
- Absence Management
- Payroll for United States
- Time Tracking
- Scheduling
- Recruiting
- Messaging
- Talent Optimization
- Learning
  - Media Cloud
- Core Financials
  - Financial Accounting
  - Banking & Settlement
  - Customer Accounts
  - Supplier Accounts
  - Budgets
  - Business Assets
- Procurement
- Projects
- Grants Management
- Strategic Sourcing – Expert
- Expenses

- Prism Analytics Enterprise
- Conversions
- Integrations

In addition, the following Services will be provided by Strada as further described in Appendix A:

- Readiness
- Testing with Automation
- Change Management
- Custom Reporting (HCM and FINs)
- Application Management Services (AMS Support)

The following products are Workday subscriptions and are not included in configuration in this Statement of Work, however they are part of scope for building integrations as referenced in Appendix A.

- Cloud Connect for Benefits
- Cloud Connect for Learning

#### IV. PROJECT DEPLOYMENT APPROACH

A. Launch Deployment Approach. Strada will follow Workday's methodology called "**Launch**" or the "**Launch Deployment Approach**". Launch is a prescriptive, predictable deployment approach that maximizes Client's initial deployment investment to reach financial and timeline objectives. This approach provides the framework for the deployment and utilization of scoped Workday configuration recipes as described herein and the associated documentation ("**WD Setup**"), based upon Workday's and Strada's extensive learnings from similar customers, and is the optimal way to meet Client's goals for the deployment of the Workday Solution and Client Tenant(s). The Launch Deployment Approach is described in Appendix E to this SOW. This SOW is predicated on Client's adherence to the Launch Deployment Approach.

B. Project Plan. The Project Plan is a living document that governs certain details concerning the deployment of the Workday Solution. Once generated, the Project Plan may be updated only as mutually agreed by the Parties, and subject to the terms herein. The Project Plan is incorporated herein by reference. In the event of a conflict between this SOW and the Project Plan, with regard to the Project Timeline, the Project Plan shall govern; however, the Project Plan shall not expand or otherwise alter the scope described in this SOW nor shall it modify the Key Project Dates which may only be modified by Change Order.

## V. PROJECT TIMELINE

This SOW estimates a 64-week “**Project Timeline**”, however the fixed fees cover all Services to accomplish all of the Services herein. The timeline includes a Plan stage start date of May 19, 2025 (the “**Start Date**”) with a move to production on March 22, 2026 (the “**Move to Production Date**”). It also includes a formal project kick-off on the week of July 14, 2025 marking the start of the Architect & Configure stage. Readiness activities begin 6 weeks prior to the Start Date. Post Production Support begins on the Move to Production Date and lasts for 6 weeks along with 12 weeks of AMS Support which begins two weeks after the Move to Production Date.

The detailed Project Plan shall be developed during the Plan stage based on the estimated timeline below including the **Key Project Dates**, which will also be documented in an amendment to this SOW.

|                 | Readiness     | Plan          | Architect & Configure | Test             | Deploy         | Post Production Support | AMS Support   | Total         |
|-----------------|---------------|---------------|-----------------------|------------------|----------------|-------------------------|---------------|---------------|
| Estimated Weeks | 6             | 8             | 20                    | 13               | 3              | 6                       | 12            | 64            |
| Start Date      | April 7, 2025 | May 19, 2025  | July 14, 2025         | December 1, 2025 | March 2, 2026  | March 23, 2026          | April 6, 2026 | April 7, 2025 |
| End Date        | May 18, 2025  | July 13, 2025 | November 30, 2025     | March 1, 2026    | March 22, 2026 | May 3, 2026             | June 28, 2026 | June 28, 2026 |

### Project Timeline

- The following dates are “**Key Project Dates**” which are firm dates, and can only be changed by Change Order:
  - Readiness Start Date: April 7, 2025
  - Start Date: May 19, 2025
  - Project kick off date: July 14, 2025
  - Test stage start date: December 1, 2025
  - Deploy stage start date: March 2, 2026
  - Move to Production Date: March 22, 2026
  - AMS Support start date: April 6, 2026
- The Project Plan and Project Timeline will include a comprehensive plan detailing project phases, activities, timing, duration, and responsible Party(s) and meeting the Key Project Dates. Activities/tasks that the City will be responsible for are Client Responsibilities and must be included in the Project Plan, with enough detail for the City to understand what activities they need to complete to stay on schedule and be consistent with the requirements in this SOW.
- The timing and duration of this Project Timeline are a critical component of the Services for this SOW. Changes to Key Project Dates require a Change Order mutually agreed upon by the Parties. All other date changes may be adjusted in the Project Plan, so long as the Key Project Dates are still achievable.
- Client acknowledges responsibility for identifying appropriate project resources to complete the Workday recommended training path(s) in alignment with the timing and duration of the project.
- Delays introduced by the Client (and not by Strada) resulting in missed deadline dates for project Milestones or critical artifacts may impact Strada's ability to meet the target Move to Production Date, which will require a Change Order to change any Key Project Dates. Project Milestones are addressed in Section VII (Fees and Invoicing).
- The Parties agree to review any replanning or modifications in the scoped effort of Strada resources as a result of timeline or scope impact through the Change Order Process. Strada will work closely with Client

to identify the impacts of any delays and will discuss best available options before collaboratively determining next steps.

## VI. PROJECT ASSUMPTIONS

The SOW expressly includes “**Assumptions**” which are the basis of Strada’s pricing, performance obligations and the Project Timeline for the Services. A material deviation from the Assumptions may cause changes to Client’s performance requirements or schedule or Strada’s schedule, fees, or otherwise impact Strada’s performance of the Services or Client’s responsibilities hereunder. In the event of a material deviation from the Assumptions in this SOW, the Parties will determine how to modify this SOW to accommodate such changes with minimal impact on the schedule and budget, and, if applicable, the Parties will enter a Change Order to reflect any adjustments.

### Employee Count

Client has an employee population of 1000.

1. The population may vary slightly over the course of the deployment; however, this population is the basis for scoping, planning, and pricing.
2. Population stated above reflect the estimated end-user population at the Move to Production Date. This includes but is not limited to full-time employees, part-time employees, contingent workers, agency contractors, independent contractors, temporary employees, seasonal employees, interns, and volunteers.

### Overall Responsibilities

1. Client agrees to utilize Workday Solution’s delivered business processes (“**BPs**”) across the enterprise providing the BPs align with the Requirements Proposal Document. Business processes noted as modifiable in the assumptions section of Appendix A may be altered to remove steps, reorder steps, or change role assignment where the role exists in the delivered Workday pre-configuration only. The creation of custom calculations or condition rules in business process definitions is excluded.
2. Strada will provide foundation knowledge transfer to core Client project team members responsible for supporting the Workday Solution in production. This knowledge transfer will be accomplished through the Client team’s active participation in project milestones, artifacts, and other related activities.
3. Client will provide appropriate subject matter experts with decision making authority for the duration of the project as identified and during the period set forth in Appendix C. These resources are required to participate in applicable project milestones, artifact completion and other project activities including but not limited to requirement gathering sessions, Foundation Alignment, Customer Confirmation, Vendor Workshops, testing cycles and cutover.
4. Strada will conduct a single set of sessions for all project related activities, meetings, or workshops. If more are needed, Strada will work with the City on a Change Order. Client will own alignment and acceptance from internal stakeholders and workstream business process owners across all areas.
5. Strada shall have the sole right to utilize its implementation methodologies and other best practices and to supervise and manage its Representatives performing the Services.

### Project Administration

1. The Strada Project Manager will be responsible for management of Strada owned tasks and responsibilities. The Client Project Manager will be responsible for management of Client owned tasks and responsibilities stated in Appendix F and elsewhere in this SOW as a Client Responsibility. Issues and tasks will be maintained in the Project Hub as described in Appendix B.

2. The Strada Project Manager will be responsible for project status weekly meetings including but not limited to scheduling, setting and facilitating the agenda, presentation, and meeting execution for the project status meeting held weekly, not to exceed 60-minutes.
3. The Strada Project Manager will act as the representative of the Strada team for the project status meeting. Additional Strada personnel will attend the status meeting based on the health of the project, timeline, workstream health or cross-functional escalations. The Strada Project Manager will ensure the status report is updated prior to the status meeting.
4. At the close of Readiness stage, Strada and Client resources will work jointly to ensure each workstream has a weekly scheduled session not to exceed one hour. The sessions will include requirements review, testing support and knowledge transfer based on project timeline progress.
5. Strada and Client resources will be responsible for maintaining the project RAID log, located on the Strada project Smartsheet workspace. Client Project Manager will be responsible for following up on Client-owned issues as indicated on the RAID log.
6. Client shall permit and arrange for access to Client Data requested by Strada that is required to perform the Services under this SOW.
7. Onsite travel to Client's location will be governed by the Change Order process.
8. Client will utilize Strada-provided system tools, templates, hardware, VPN, methodologies, and practices for deployment ("Tool(s)"), including but not limited to: project work repositories, data storage, testing management, and an integrations database (Strada Development Catalog). A baseline inventory of Tools and their purpose is included as [Appendix B](#). Any deviation from Strada's Tools that is required by Client will be subject to a Change Order to address Strada's additional effort and costs associated with using the non-standard tool(s). Tools usage is limited to the Tools identified in [Appendix B](#).
9. The Strada team will use Strada laptops, and all secured data will leverage project security data transfer protocols such as Strada MFT / Move IT. Using alternative or client laptops will require a Change Order and could significantly impact the Project Timeline.
10. Client is responsible for all aspects of each Steering Committee meeting including but not limited to scheduling, agenda creation, presentation, and meeting execution. Only the aligned Strada PMO resource (e.g., Project Manager, or Program Executive) will attend.
11. If, at any time during the project, Client determines that the Workday Solution Launch prescriptive approach is no longer appropriate, an immediate notification should occur to the project Steering Committee so the effort can be re-planned, re-scoped and re-priced via a Change Order.
12. Any modules and functionality of the Workday Solution not listed in [Appendix A](#) Scope and Assumptions are out of scope. Additionally, any new functionality delivered by Workday in an update after the Architect & Configure phase of the project has been completed is out of scope.

## VII. FEES AND INVOICING

Strada shall provide to Client the Services as set forth herein on a fixed fee basis. Client shall pay to Strada the Services fees that are earned by Strada in connection with the provision of the Services in accordance with this SOW and the Strada-provided invoice. Travel expenses may only be invoiced if approved in writing in advance and subject to the terms set forth below and in the FSA. No other expenses are reimbursable under this SOW.

The Parties must mutually agree in writing to any change to the fixed fees for this project by executing a Change Order.

Strada will promptly notify Client at any time during the execution of the project scope of this SOW if a requested scope change could result in a change that would follow the Change Order Process.

A Deliverable/Milestone is considered complete for purposes of payment when Deliverable/Milestone is complete and such Deliverable/Milestone has been accepted, unless Client otherwise agrees in writing.

Invoicing will occur no earlier than the Approximate Invoice Date below and only upon completion of the Deliverable/Milestone, not on the date when such Deliverable/Milestone was due to be completed as outlined in

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the table(s) below with invoices to be sent to Client upon acceptance of the applicable Deliverable/Milestone. Payment is due as set forth below upon receipt of a properly made invoice.

The table below details the invoicing schedule with all monetary amounts expressed as US Dollars.

| Payment | Approximate Invoice Date | % of Contract | Deliverable/ Milestone                                                                           | Amount       | 10% Holdback | Total           |
|---------|--------------------------|---------------|--------------------------------------------------------------------------------------------------|--------------|--------------|-----------------|
| 1       | 5/31/2025                | 5%            | Readiness: Foundational Readiness; Systems readiness (data conversions, integrations, reporting) | \$102,814.00 | \$10,281.40  | \$92,532.60     |
| 2       | 7/31/2025                | 15%           | Plan: Draft Project Plan Complete                                                                | \$308,442.00 | \$30,844.20  | \$277,597.80    |
| 3       | 9/30/2025                | 25%           | Architect: Foundation Alignment Sessions Complete                                                | \$514,070.00 | \$51,407.00  | \$462,663.00    |
| 4       | 11/30/2025               | 25%           | Configure: End to End Tenant Build Complete                                                      | \$514,070.00 | \$51,407.00  | \$462,663.00    |
| 5       | 1/31/2026                | 15%           | Testing: Sign off on End to End testing complete                                                 | \$308,442.00 | \$30,844.20  | \$277,597.80    |
| 6       | 2/28/2026                | 10%           | Testing: Parallel payroll testing– 98% accuracy for payroll compare                              | \$178,128.00 | \$17,812.80  | \$160,315.20    |
| 7       | 3/31/2026                | 5%            | Deploy: Production Tenant Build Complete                                                         | \$102,814.00 | \$10,281.40  | \$92,532.60     |
| 8       | 5/30/2026                |               | Post Deploy: Knowledge Transfer Complete Project Acceptance (10% Holdback)                       |              |              | \$202,878.00    |
| 9       | 6/30/2026                |               | (AMS Complete)                                                                                   | \$27,500.00  |              | \$27,500.00     |
|         |                          |               |                                                                                                  |              | Total        | \$ 2,056,280.00 |

Client will reimburse Strada for the reasonable and necessary out-of-pocket travel expenses incurred by Strada in connection with the Services performed under this SOW from outside the Twin Cities, including air and surface transportation, lodging, car rental, and meals, in accordance with Strada's Travel and Expense Policy. All travel to Client locations that may result in such expenses must be pre-approved by Client. In writing to be reimbursable.

Strada will invoice Client monthly for actual travel expenses incurred (expenses invoice) in the previous calendar month. Client should budget for approximately 10% of the Fees set out in the Table above as the estimated out-of-pocket travel expenses unless otherwise agreed upon, and when Strada incurs 80% of such budgeted amount, Client will schedule a meeting between the Parties to discuss any expansion of the budget. Expense invoices will include each Strada resource that had billable expenses for the calendar month including, resource name and total expenses. Any additional information required for payment must be identified in this Statement of Work.

Client will submit payment for all properly provided invoices within 45 days of receipt of the invoice by Client. Interest at three percent (3%) per year will accrue on all undisputed past due amounts from the corresponding due date until payment is received.

Strada will communicate invoices and any supporting documentation via email. Invoices will be sent to the following Client contact:

Name: Andrea Rich Email: arich@plymouthmn.gov  
Client PO#

If the PO# is not included in this Statement of Work, Strada will not be required to provide it on its invoices to ensure payment within the set payment terms.

Travel Arrangements. Personnel assigned by Strada to perform the Services will at times be required to travel to Client. The specifics of the travel arrangement are further detailed in this Statement of Work. Personnel assigned by Strada will not be required to be at Client more than four (4) days during the week. Personnel will make no flight connections unless the layover is one and one half (1.5) hours or less. Personnel will make no more than one (1) connection if other options are available.

Client will need to contract with Workday directly for training services that are required by Workday on every deployment, and which are not part of this Statement of Work. Workday can provide guidance on appropriate training for Client resources participating in the project effort.

## VIII. CHANGE ORDER PROCEDURE

Notwithstanding the terms of the Agreement, any modified or additional scope of services that are not contained in the Project Scope of this Statement of Work will require a formal Change Order request to be created. The **"Change Order Request"** will contain the following information:

- Description of scope change
- Client requestor
- Rationale
- Cost
- Any potential impact to project timeline
- Any constraints/risks
- Importance

The Change Order Request will be reviewed and, when agreed, signed by the Client Project Manager and Strada Project Manager before Strada begins performing the new Services and any associated costs are incurred. Until a Change Order is executed the then-current SOW (as amended by prior Change Orders) applies.

Not all Change Orders result in a fee charged to the Client. A zero-dollar Change Order is one where Strada will not increase the fees or otherwise charge Client. Without limitation, the following changes to this SOW would be zero-



dollar Change Orders: (a) changes required for Strada to carry out its obligations where the associated costs and expenses are already included in the fees, or are designated in the Agreement or SOW to be at Strada's cost or expense; and (b) changes required to remedy a failure or default by Strada.

Any Change Order for additional cost for this project will use the table below for calculation of fees. Strada will deliver the total cost as part of the Change Order request.

Any dollars included in the fixed fees pertaining to Scope Assumptions (configuration, reports, integrations, conversions) not implemented may be available for other scope areas as a mutually agreeable Change Order for any new requirements or additional services needed to complete the project. The Change Order will be employed to document the dollars to be banked for such purposes, using a zero-dollar Change Order. Change Orders for new Scope (e.g., configuration, reports, products, additional services) will be calculated based on Vendor Rate table below and will be billed on a Fixed Fee basis through the completion of the AMS Support. As indicated above any zero-dollar Change Orders result in no charge to the Client.

**Fixed Fee Rate Calculation Table**

| <b>Role</b>                  | <b>Rate</b> |
|------------------------------|-------------|
| Analyst                      | \$ 85.00    |
| Senior Analyst               | \$ 95.00    |
| Associate Consultant         | \$ 155.00   |
| Project Coordinator          | \$ 140.00   |
| Consultant                   | \$ 200.00   |
| Testing Analyst              | \$ 170.00   |
| Change & Training Consultant | \$ 200.00   |
| Change Management Lead       | \$ 230.00   |
| Lead                         | \$ 250.00   |
| Testing Lead                 | \$ 240.00   |
| Change Management Advisor    | \$ 265.00   |
| Program Manager              | \$ 290.00   |
| Project Manager              | \$ 240.00   |
| Adaptive                     | \$ 250.00   |
| Program Executive            | \$ 350.00   |
| Build Analyst                | \$ 65.00    |

**SIGNATURE**

This Statement of Work shall be attached to and incorporated into the Agreement and is subject to all the terms and conditions of the FSA.

|                             |                                               |
|-----------------------------|-----------------------------------------------|
| <b>City of Plymouth</b>     | <b>STRADA U.S. PROFESSIONAL SERVICES, LLC</b> |
| By: _____                   | By: _____                                     |
| Name: <u>Jeff Wosje</u>     | Name: _____                                   |
| Title: <u>Mayor</u>         | Title: _____                                  |
| Signature Date: _____       | Signature Date: _____                         |
| By: _____                   |                                               |
| Name: <u>Dave Callister</u> |                                               |
| Title: <u>City Manager</u>  |                                               |
| Signature Date: _____       |                                               |

## Appendix A

This Appendix identifies the tasks and activities, and Scope and Assumptions associated with the Launch Deployment Approach for the Workday Solution. These parameters encompass the recommendations on scope volume or exclusion based on the availability of pre-configuration to accelerate deployment for the initial go live.

### SCOPE AND ASSUMPTIONS

#### Pre-Deployment Readiness

Workday Solution deployments are different than traditional on-premise implementations. Strada uses Workday's rapid and iterative deployment methodology for the Workday Solution, and you need to be prepared. Our Readiness Services will help you to identify potential gaps and actions that can be addressed now to reduce system deployment risks and to get ahead of project resource planning. Our Services include the following key activities:

- Pre-deployment Readiness stage workshops include:
  - Stakeholder Interview
  - Project readiness
  - Foundational readiness
  - Data Conversions
  - Integrations
  - Reporting
  - Project team training – initial planning
  - Cutover planning overview
  - Change Management readiness
- Identify foundational items that can be addressed prior to the start of system deployment with a key focus on items such as organizations, staffing model, and job catalog. Introduce key design decisions such as position management approach, manager self-service approach, and system workflow guiding principles.
- Stakeholder interviews with key PMO leaders and/or business unit leaders will be conducted to identify potential risks to the project, business concerns, etc.
- These workshops allow a jump-start on deployment project planning including defining your project governance model, project timeline, project guiding principles, project resource needs, project team roles and responsibilities, and training needs

#### Test Management Services

Strada's Services include the following key activities:

| Essential Testing with Automation |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Area                              | Scope                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Workshops and meetings            | <ul style="list-style-type: none"> <li>• Test Lead Checkpoints</li> <li>• Testing Workstream Kickoff</li> <li>• Introductions</li> <li>• Timeline/Project Plan Review</li> <li>• Test Strategy Review</li> <li>• Configuration Unit Test (CUT) Plan Workshop</li> <li>• CUT Execution Kick Off and Jira training</li> <li>• Strada Test Automation Introduction</li> <li>• End to End Test (E2E) Plan Workshop</li> <li>• E2E Execution Kick off Meeting</li> <li>• Integration Test Approach</li> <li>• Defect review meeting support</li> <li>• Phase Exit Meetings</li> </ul>                                |
| Artifacts                         | <ul style="list-style-type: none"> <li>• Test Strategy</li> <li>• Test Plans - Configuration Unit Test, End to End Test, Integration</li> <li>• Weekly Program Test Status Report</li> <li>• Project Plan</li> <li>• Baseline CUT Test Scenarios</li> <li>• Jira Training Presentation</li> <li>• Jira Reference Guide</li> <li>• E2E Baseline Scenarios</li> <li>• Integration Tracker/Schedule Template</li> <li>• Example Integration Test Scenarios</li> <li>• Realtime metric reporting</li> <li>• Phase exit workbooks (CUT &amp; E2E)</li> <li>• Summary extract of Jira scenarios &amp; bugs</li> </ul> |
| Jira testing tool support         | <ul style="list-style-type: none"> <li>• Set up project</li> <li>• Add Jira dashboards</li> <li>• Add Executive Summary reports</li> <li>• Add users</li> <li>• Load test scenarios</li> <li>• Load conversion defects</li> <li>• Audit Jira</li> </ul>                                                                                                                                                                                                                                                                                                                                                         |

## Change Management Services

What follows is a summary of activities and deliverables that are included in Strada's change management support model.

| <b>Activity/Deliverable</b>                                                    | <b>Scope</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Stakeholder Analysis</b>                                                    | Using Strada's template, perform high-level analysis to determine specific stakeholders and stakeholder groups that require regular change management interaction; client to provide inputs                                                                                                                                                                                                                                                                                                 |
| <b>Impact Analysis</b>                                                         | Using Strada's template, perform detailed analysis in conjunction with functional/technical SMEs to capture key variations from current state to future state; changes may be technical, policy, process, cultural, or organizational in nature. Client to provide inputs.                                                                                                                                                                                                                  |
| <b>Change Management Strategy</b>                                              | Establishes the overarching framework for the Change Management Workstream; includes overall scope, overview and goals, framework for delivery, risks and success measures, and a high-level timeline.                                                                                                                                                                                                                                                                                      |
| <b>Communication &amp; Engagement Plan, including delivered communications</b> | Detailed approach that reflects target audience, key messages, communication channels, etc.; to ensure that key messages are communicated in a controlled fashion, to the right audiences, at the right time, in the right manner. Includes up to 25 communications prepared by Strada and delivered by Client.                                                                                                                                                                             |
| <b>Training Activity/Deliverable Plan, including training materials</b>        | Detailed, role-based approach that reflects training objectives/approaches for each activity for key audiences; includes up to 30 job aids and one microlearning video (microlearning video content to be chosen by Client to cover areas such as employee training or system navigation).                                                                                                                                                                                                  |
| <b>Sustainment Strategy</b>                                                    | Development of strategy for ensuring the organization is ready to sustain change over time, achieve target adoption rates and prepared for ongoing tool releases; includes counsel on Workday-provided support resources                                                                                                                                                                                                                                                                    |
| <b>Measurement: Business Readiness, Adoption Measurement</b>                   | <p>Metrics-based approach to validate that end-user readiness/adoption is on track to achieve target levels:</p> <ul style="list-style-type: none"> <li>• Series of pre-go live (two) and post-go live (one) pulse surveys that provide insights into effectiveness of change management efforts. Includes review of findings and strategic recommendations (if nec.)</li> <li>• Identification of metrics/measures that serve as indicators of attaining target adoption levels</li> </ul> |
| <b>Detailed Work Plan</b>                                                      | Development and ongoing management of work plan for the Change Management workstream                                                                                                                                                                                                                                                                                                                                                                                                        |

Key Assumptions associated with the change management support model include:

- Strada will retain leading role/execution of change management activities and Deliverables as the overall workstream progresses
- Strada will provide access to Tools, templates, consulting support throughout the deployment

- Strada will provide project management support for the change management work, including a detailed plan and review schedule and PMO reporting
- Core communication audiences for Strada-led materials includes business-facing/Field HR, Finance Professionals, Managers and Employees; focus is on “enterprise” materials; smaller audiences with unique needs and/or tailoring are client-retained (e.g. “targeted”)
- Client will distribute communications, training, and readiness surveys internally
- Core training audiences for Strada-led materials includes business-facing/Field HR, Finance Professionals, Managers and Employees; excludes super users, project team members, Operating Model/Tier 1 support, etc.
- Job Aids provide step-by-step instructions and are single-sided/created in Word/PDF
  - HCM-specific job aids are two-to-three pages in length
  - Financials-specific job aids are four-to-six pages in length
- Training/microlearning video will be prepared, which is a short (1-3 minutes in length) recording of the system that provides tool navigation overviews. It includes supporting text on the screens, with audio, created in Camtasia.
- Client owns deployment and logistics associated with end-user training, including determining overall deployment approach, course sequencing, and delivery schedule; strategy for storage and access to end-user training materials; and coordination of logistics such as distribution of meeting invitations, registration, conference room schedule, participant tracking, etc.
- Strada will provide a workstream Subject Matter Expert (SME) to review training and communications content for technical accuracy for all training deliverables and communication content.
- Client will provide SMEs review and approve training and communications materials based on a pre-defined development schedule.
- All communication and training materials are subject to a three-draft review/approval process (first, second, final) and are provided in American English; any needs for translation of materials are client-retained
- Change Management is dependent upon a Tenant to capture screenshots for communications and training materials
- This solution is targeted for the Move to Production Date; to the extent feasible, training materials will be built with a long-term sustainability lens

## Reporting

### HCM Reporting

| Module | Module Sub-Group | Functionality                                                                                                                                                  | Scope    |
|--------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| HCM    | Reports          | Complete suite of Workday Solution delivered reports for in-scope Functional Areas as supported by the current commercially available Workday Solution release | In scope |

| Module | Module Sub-Group | Functionality                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Scope                                                       |
|--------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
|        |                  | <p><b>Fit Gap Analysis for Legacy Reporting Requirements</b> - Using Client provided key report inventory and report samples, Strada will work with Client to define custom report needs, hours effort estimates, and priority. Strada will identify which Workday Solution delivered reports can be cloned and modified to meet Client's reporting needs, and when a custom report would be required.</p> <p>Deliverables from this assessment will be a ratified report inventory.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Up to 40 hours; Analysis of up to 20 key existing reporting |
|        |                  | <p><b>Reporting Pool Hours</b> - Prior to the development of any custom reports, Strada will conduct a requirement gathering workshop(s) for the identified scope. Client will be responsible for completing Strada's report questionnaire as input to requirements gathering workshop. The business requirements document will serve as the blueprint for the design and build of each report. Strada will develop custom reports based on priority until any remaining reporting pool hours have been used, if applicable. Any remaining custom reports not covered by the reporting pool hours that the Client would like developed can be included as part of the standard change order procedure.</p> <p>HCM custom reporting pool can be utilized for:</p> <ul style="list-style-type: none"> <li>• Knowledge Transfer to assist Client in building custom reports.</li> <li>• Custom Dashboards including Workday delivered reports or custom reports.</li> <li>• Custom business form layouts delivered via Workday Studio Report Designer (BIRT)*</li> </ul> <p>*Custom Business Form Layouts delivered via Workday Studio Report Designer.</p> <p>Deliverables are determined after Fit Gap Analysis</p> | 100 hours                                                   |

## FINS Reporting

| Module | Module Sub-Group | Functionality                                                                                                                                                   | Scope Assumption |
|--------|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| FINS   | Reports          | Complete suite of Workday Solution delivered reports for in-scope Functional Areas as supported by the current commercially available Workday Solution release. | In scope         |



| Module | Module Sub-Group     | Functionality                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Scope Assumption                                            |
|--------|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
|        |                      | <p><b>Fit Gap Analysis for Legacy Reporting Requirements</b><br/> - Strada will lead a reporting workshop to assess the fit/gap between Client's existing report inventory from current legacy system(s) and that of Workday Solution delivered reports/Strada's Point of View (POV) reports.</p> <p>Client will be responsible for providing current state report inventory to facilitate assessment. Deliverables from this assessment will be a ratified report inventory.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Up to 40 hours; Analysis of up to 20 key existing reporting |
|        |                      | <p><b>Custom reporting</b> - Prior to the development of any custom reports, Strada will conduct a requirements gathering workshop(s) for the identified scope. Client will be responsible for completing Strada's report questionnaire as input to requirements gathering workshop. The business requirements document will serve as the blueprint for the design and build of each report.</p> <p>Strada will develop custom reports based on priority until any remaining reporting pool hours have been used, if applicable. Any remaining custom reports not covered by the reporting pool hours that the Client would like developed can be included as part of the standard change order procedure.</p> <p>Custom reporting pool can be utilized for:</p> <ul style="list-style-type: none"> <li>• Knowledge Transfer to assist Client in building custom reports</li> <li>• Custom Reports and/or Worklets</li> <li>• Custom Dashboards including Workday Solution delivered reports</li> </ul> <p>Deliverables are determined after Fit Gap Analysis</p> | 210 hours                                                   |
|        | Financial Statements | Standard Scope includes Balance Sheet, P&L/Income Statement, Trial Balance Report.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | In Scope                                                    |

Client reporting resources are strongly encouraged to complete Workday's Report Writer training class prior to the reporting test phase. Strada does not provide Report Writer training. Client will be responsible for the migration of custom reports created by the Client team.

The below table is an estimate of report development hours based on complexity to be used as a guideline for Client's reporting scope requirements. Hours are comprehensive per report and include the effort required for the requirements assistance, design, configuration, and testing of each report.

| Complexity | Reporting Scope Description                                                                     |
|------------|-------------------------------------------------------------------------------------------------|
| Low        | Low complexity report with a single data type per report (Demographic, Benefits, Payroll, etc.) |
| Medium     | Matrix or Advanced Report                                                                       |

|      |                                                                                                                                                                       |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| High | Report with more than 1 component (transformation, multiple report consolidation, Pre-defined Excel with formulas, PDF output, etc.). All BIRT and Composite reports. |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Report Type | Description                                                                                                                                                                                                                                                                                                                                                            |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Advanced    | <p>Display fields from the primary business object and related business objects with advanced design options, including:</p> <ul style="list-style-type: none"> <li>• Filtering</li> <li>• Subfiltering</li> <li>• Prompting</li> <li>• Sharing</li> </ul> <p>Advanced report results can display on charts and worklets and with multiple headings and subtotals.</p> |
| Composite   | Combine multiple reports into 1 report. Each subreport can have a different report data source.                                                                                                                                                                                                                                                                        |
| Matrix      | <p>Group and summarize data by 1 or 2 fields that contain repeating values.</p> <p>You can display matrix results in a chart or table that you can drill down on for additional details. This enables you to perform custom analytics and interactive reporting across dimensions. Matrix reports are similar to pivot tables and crosstabs.</p>                       |
| BIRT        | BIRT (Business Intelligence and Reporting Tools), enables you to design the layout of documents generated from reports in Workday. Create or modify presentable business forms and reports such as customer invoices, expense reports, and merit statements.                                                                                                           |

## Application Management Services (“AMS”) Support

Strada will facilitate Client’s Workday Solution production journey by providing Application Management Services (or AMS Support). Strada AMS resource(s) will provide 250 hours support commencing two weeks after the Deploy Move to Production Date, and to be used within twelve weeks. AMS Support activities include:

- Backlog (deployment deferred items) assistance
- Production support questions
- Best practice consultation
- Business process updates
- Configuration or integration modifications
- Dedicated enablement manager

Strada’s Project Manager will create a zero-dollar Change Order prior to Move to Production Date outlining all the details of the AMS Support model as part of the transition for the implementation project to AMS Support.

## Functional Configuration Parameters

This Appendix identifies the assumptions associated with the Launch Deployment Approach. These parameters encompass the recommendations on scope volume or exclusion based on the availability of pre-configuration to accelerate deployment for the initial go live.

### Column Definitions

The following table clarifies the columns included in this Appendix.

| Column Name        | Column Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Functional Area    | Functionality provided within Workday Solution or scope groupings such as Modifiable Business Processes (Modifiable BPs), Reporting or Data Conversion. This section also captures “Features Not Deployed for Initial Go Live”, which does not preclude the customer from deploying it at a later time, it only limits the functionality from the initial go-live to define a manageable scope that can be configured, tested, and deployed within the timeline of the deployment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Scope Assumptions  | <p>Values</p> <ul style="list-style-type: none"><li>• In Scope = will be configured for Client where necessary to meet Client's business requirements within reasonable ranges given the employee count and geography</li><li>• WD Delivered = Workday Delivered functionality or pre-configuration provided on an as-is basis</li><li>• Up to = a boundary on configuration volume for the functional area to aid in scoping effort for Strada and Client teams</li></ul> <p>Thresholds in the scope assumptions column are considered maximum scope, actual volumes deployed is based on what is provided by Client. Reducing or increasing volumes in the scope assumptions listed below might not always have a direct impact on cost estimates, depending on the amount of foundation configuration required for the entire area of work. (For example, creating an additional salary plan does not take the same amount of time as creating the first one as it can re-use some of the configuration done previously. Similarly, reducing the scope by 1 salary plan will not have a significant impact on the overall effort, as the foundation configuration needs to be done for the remaining plans anyway. However, the number of Absence or Benefit plans, due to their potentially complex nature, is more likely to have a direct impact on the effort and cost. Hence, any change to scope and its potential impact on the project duration and/or budget will need to be assessed on a case-by-case basis). Delivering less than a declared threshold does not amount to a “service credit” to be used elsewhere.</p> |
| Feature Definition | Clarification or definition of Functional Areas or Scope Assumption                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

## Foundational Data Model Setup

| Functional Area                        | Feature Definition                                                                                                                                   | Scope Assumptions                                                           |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| Organizational Management              | Organizations are groups of resources, workers, costs, and other organizations                                                                       | In Scope                                                                    |
| Staffing Management                    | Position Management vs Job Management Staffing model                                                                                                 | In Scope                                                                    |
| Contact Information                    | Employee's primary Phone, Address, Work, Email Data                                                                                                  | In Scope                                                                    |
| Personal Information                   | DOB, Place of Birth, Marital Status, Race, Ethnicity, and Citizenship                                                                                | In Scope                                                                    |
| Payment Elections                      | Check, direct deposit information                                                                                                                    | In Scope                                                                    |
| Supervisory Organization and Hierarchy | Supervisory Organizations group workers by who reports to whom.                                                                                      | One Supervisory Hierarchy                                                   |
| Locations and Location Hierarchy       | Locations where workers work; Hierarchy is a roll up of the locations with the workers and is used for security, eligibility, and reporting purposes | In Scope                                                                    |
| Companies and Company Hierarchies      | Reflect your legal entities. There should only be one FEIN per company. Hierarchy is a roll up for reporting purposes.                               | Up to 25 Companies in 1 (one) Company Hierarchies                           |
| Region and Region Hierarchy            | Customer-specific regions reflect the area of responsibility for a worker instead of work location.                                                  | Up to 50 Regions in 1 (one) Region Hierarchy<br>When Financials is in scope |
| Cost Centers and Cost Center Hierarchy | Cost centers are used to group workers by related revenues and expenses.                                                                             | Up to 500 Cost Center Organizations in One Cost Center Hierarchy            |
| Custom Organizations and Hierarchy     | Additional organization used when WD orgs will not capture client's organizational requirements.                                                     | Up to 2 Custom Organizations in One Custom Organization Hierarchy           |
| Currency Conversion                    | Conversion rate from one currency to another.                                                                                                        | WD Delivered                                                                |
| Pay Groups                             | A group of workers defined to have their pay calculated and processed together. Workers in a pay group must share the same period schedule.          | Up to 5                                                                     |
| Employee Types                         | A user-defined type that you assign to each employee during the staffing transaction.                                                                | In Scope                                                                    |
| Contingent Worker types                | A user-defined type that you assign to each contingent worker during the staffing transaction                                                        | In Scope                                                                    |
| Pre-Packaged Business Processes        | Standard business process used by most organization for transactional purposes                                                                       | WD Delivered                                                                |

| Functional Area                    | Feature Definition                                                                       | Scope Assumptions                         |
|------------------------------------|------------------------------------------------------------------------------------------|-------------------------------------------|
| Language Support<br>(Translations) | This covers the translation of client provided data within the available Workday fields  | English Only                              |
| Delivered Security Model           | Workday delivered security groups only with assignment at the top level of the hierarchy | WD Delivered                              |
| Multi-Factor Authentication        | 2 step authentication process for sign on                                                | In Scope                                  |
| Mobile                             | Mobile functionality enabled                                                             | In Scope                                  |
| Standard Notification<br>Templates | Workday delivered notifications and email templates.                                     | WD Delivered                              |
| Standard Dashboards &<br>Analytics | Dashboards and worklets designed to improve the worker experience.                       | WD Delivered                              |
| Workday Standard Reports           | Reports delivered by Workday as part of their reporting library.                         | 500+ Delivered Workday Reports            |
| Data Conversion                    | Ties the employees to all functional area's configuration data                           | Listed in each respective functional area |
| Workday Today                      | Workday delivered home page including 4 standard cards.                                  | WD Delivered                              |
| Workday Assistant                  | Delivered digital assistant help for end users within Workday.                           | WD Delivered                              |
| Funds and Grants                   |                                                                                          | Up to 150                                 |

## HCM Parameters

### Core Human Capital Management

| Functional Area                                                                                | Feature Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Scope Assumptions                            |
|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| Organizations (Supervisory, Cost Center, Company, Region, Location) and Associated Hierarchies | <p><b>Supervisory Organizations</b> - group workers into a management hierarchy. Supervisory Organizations can be a business unit, department, group, or project. Jobs, positions, and compensation structures are associated with supervisory organizations and workers are hired into jobs or positions associated with a supervisory organization. Each worker can only be a part of one supervisory organization.</p> <p><b>Cost Center</b> - used to group workers by related revenues and expenses.</p> <p><b>Companies</b> - are the primary organization type used by Workday Financials. A company in Workday equates to a single tax ID within your enterprise, based on your configuration.</p> <p><b>Region</b> - Customer-specific regions reflect the area of responsibility for a worker instead of work location.</p> <p><b>Location</b> - represents a work location that will include the physical address as well as additional details such as email and phone number(s). In Workday, a location can be created as a business site, business asset, campus, instructional, inventory, or workspace.</p> | Up to 1 Hierarchy per organization structure |
| Employee and Manager Self-Service                                                              | <p><b>ESS</b> – Phone, Address, Work, Email Data, DOB, Place of Birth, marital Status, Race Ethnicity, Citizenship</p> <p><b>MSS</b> – Hire, Change Job, Compensation Transaction, Termination, and other processes that pertain to their direct reports</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | In Scope                                     |

| Functional Area                                    | Feature Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Scope Assumptions                                                  |
|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| Job Catalog                                        | <p><b>Job Families &amp; Job Family Groups</b> - help to organize and group job profiles, as well as allow you to use these groupings as criteria in condition rules or compensation eligibility rules. Job profiles can be added to a job family, and job families can be added to job family groups.</p> <p><b>Job Profiles</b> - enable you to describe general characteristics of a position and identify special skills, training, or other qualifications. A job profile can be assigned to multiple positions or workers.</p> | In Scope                                                           |
| Position Management Staffing Model                 | Position management staffing model is used when a single position is created to be filled. To hire, promote, demote, contract or transfer into a position, there must be an approved and available position as of the worker's start date.                                                                                                                                                                                                                                                                                           | In Scope                                                           |
| Multiple Jobs                                      | Employee can hold more than one position                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | In Scope                                                           |
| Shifts                                             | Captures employees working within a different time during the day                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | In Scope                                                           |
| Delivered Security Groups, Roles                   | The security group and role links the assignee allows an employee to view or view and modify access                                                                                                                                                                                                                                                                                                                                                                                                                                  | In Scope                                                           |
| Management Types & Management Level Hierarchy      | The management level hierarchy allows a customer to define the hierarchy of management levels such as manager, vice president, and so forth.                                                                                                                                                                                                                                                                                                                                                                                         | In Scope                                                           |
| Personal Data, Contact Information, ID Information | Employee personal information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | In Scope                                                           |
| Emergency Contact Information                      | Employee Emergency Contact                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | In Scope                                                           |
| Employee Photos                                    | Pictures within WD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | In Scope                                                           |
| Education                                          | A library of schools, degrees, and fields of study can be set up in Workday, and workers and can use these to manage their education record on the worker profile. Educations can also be assigned on the job profile.                                                                                                                                                                                                                                                                                                               | In Scope                                                           |
| Job History                                        | Employee's job history in profile                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | In Scope                                                           |
| Language Tracking                                  | Enables language proficiency level tracking for employees                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Includes delivered languages, ability types and proficiency levels |



| Functional Area                | Feature Definition                                                                                                                                                                                                                                                                                                 | Scope Assumptions                                                                           |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| Skills Cloud (with ISA Opt In) | Enables tracking of employees' skills leveraging skill cloud functionality with over 55k unique skills. Requires signing of Innovation Services agreement with Workday                                                                                                                                             | Enable Skills Cloud functionality, excludes setting up tenanted skills                      |
| Service Dates                  | Allow the customer to bridge the gaps between dates of employment                                                                                                                                                                                                                                                  | WD Delivered                                                                                |
| Worker Types                   | Categorization of worker type for legal purposes                                                                                                                                                                                                                                                                   | In Scope                                                                                    |
| Basic Compensation Management  | Functionality to support Grades, Grade Profile, Compensation Package, Hourly Plan, Salary Plan and Period Salary                                                                                                                                                                                                   | WD Delivered                                                                                |
| Compensation Package           | A compensation package is a grouping of compensation guidelines (grades, grade profiles, and their associated steps) and plans that you can assign to workers as a set. Packages provide a quick view of the eligible plans for a particular job or group of employees.                                            | Up to 1                                                                                     |
| Delivered Compensation Basis   | A compensation basis groups compensation components to define estimated earnings for different employee populations.                                                                                                                                                                                               | WD Delivered                                                                                |
| Salary Plan                    | Salary plans within Workday are assigned to eligible employees. For amount-based and unit-based plans, you can include or exclude the prorated compensation for employees assigned to a specific plan based on their full-time equivalent hours percentage (FTE %) as a default on the salary plan.                | Up to 1                                                                                     |
| Hourly Plan                    | Hourly plans designate compensation for hourly employees. Eligibility rules are created to determine which employees are eligible for the plan.                                                                                                                                                                    | Up to 1                                                                                     |
| Allowance Plans                | Allowance plans are payments included as part of an employee's pay and could include something as common as car or cell phone allowances to vouchers for movie tickets. The allowance plan can be: <ul style="list-style-type: none"> <li>• Amount based</li> <li>• Percent based</li> <li>• Unit based</li> </ul> | Up to 5 Allowance Plans - excluding Reimbursable Allowance Plans (unless Expenses in scope) |
| One Time Payment Plans         | Facilitate ad-hoc payments to your employees                                                                                                                                                                                                                                                                       | Up to 5                                                                                     |

| Functional Area              | Feature Definition                                                                                                                                                            | Scope Assumptions                                                                                                                                                                                                                                                                                |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Shell Commission Plan        | A performance measure, such as sales or gross profits, to determine payout.                                                                                                   | Up to 1                                                                                                                                                                                                                                                                                          |
| Period Salary Plan           | A plan that enables you to assign extra months, weeks, or days of pay to employees                                                                                            | Up to 1                                                                                                                                                                                                                                                                                          |
| Compensation Statements      | Wage Theft Prevention Notice: Written notice of wage rates to employees                                                                                                       | 1 Delivered Wage Theft Notice and one additional configurable Wage Theft Notice                                                                                                                                                                                                                  |
|                              | Total Rewards: Statement that displays a breakdown of base pay, bonuses, health and other benefits, stock, commissions, etc.                                                  | 1 simple Total Rewards statement without Payroll results                                                                                                                                                                                                                                         |
| Modifiable BPs               |                                                                                                                                                                               | Hire Employee<br>Terminate Employee<br>Create and Edit Position<br>Change Job<br>Request One Time Payment<br>Request Compensation Change<br>Contract Contingent Worker<br>End Contingent Worker Contract<br>Close Job Requisition*<br>Freeze Job Requisition*<br>Set Up Job Requisition Reasons* |
| Unions                       | Set-up of Unions that employees belong to                                                                                                                                     | 6                                                                                                                                                                                                                                                                                                |
| Collective Agreements        | Set up collective agreements as a stand-alone business process or as a sub process of the Change Job business process to specify how local labor laws apply to your business. | Up to 6                                                                                                                                                                                                                                                                                          |
| Event Categories and Reasons | Reasons for transactional purposes that can be used for reporting                                                                                                             | In Scope                                                                                                                                                                                                                                                                                         |
| Tenant Branding              | Look and feel of Workday production Tenant.                                                                                                                                   | Up to 1 logo, 1 banner, and 1 mobile logo                                                                                                                                                                                                                                                        |
| Announcements                | Communication on worker's home page.                                                                                                                                          | Up to 1 for onboarding                                                                                                                                                                                                                                                                           |

| Functional Area | Feature Definition                                               | Scope Assumptions                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------|------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Data Conversion |                                                                  | <p>Current Contact Data, and Current Job Record in their scope</p> <p>Up to 7,000 Terminated Workers (Using Former Worker Object)</p> <p>Terminated employees who received a payment in the current year. (Using Worker Object)</p> <p>Job and Compensation History - Unlimited "History from Previous System (Post-production)</p> <p>Includes Loading of Employee Photos</p> <p>No Transactional History</p> |
| Dashboards      | A grouping of reports and information accessed on a single view. | In Scope                                                                                                                                                                                                                                                                                                                                                                                                       |

## Onboarding

| Functional Area                 | Feature Definition                                                                                                                                                                                                                                                                                                                           | Scope Assumptions                                                            |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| Onboarding Setup                | Welcomes the new hire and provide them with Helpful Contacts and 'People to Meet' during their first day or week of employment                                                                                                                                                                                                               | WD Delivered                                                                 |
| Bulletin Worklet for Onboarding | Bulletin worklets deliver tailored messages to different groups of workers. Condition rules can be defined with each message to determine who receives the message.                                                                                                                                                                          | Up to 3 customized bulletin worklets including up to 5 content items in each |
| Custom Onboarding Templates     | Gives managers a starting point for engaging new hires onto their teams. You can create custom templates for different organizations or worker types and match them to new hires based on eligibility rules. You can then send them to managers so that they can customize the content in the From My Manager and Helpful Contacts worklets. | Up to 2                                                                      |
| I-9 Functionality               | The electronic Form I-9 is for newly hired and rehired employees who work in the U.S.                                                                                                                                                                                                                                                        | Workday Delivered Functionality                                              |
| Setup I-9                       | Create electronic Form I-9s for U.S. employment verification.                                                                                                                                                                                                                                                                                | Workday Delivered                                                            |

| Functional Area      | Feature Definition                                                                            | Scope Assumptions                                           |
|----------------------|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| Onboarding Dashboard | Configurable dashboard with new hire information                                              | Up to 3 worklets                                            |
| Reporting            |                                                                                               | WD Delivered Reports                                        |
| Modifiable BPs       | Additional validation or condition rules added to multiple steps of a BP for routing purposes | Onboarding (5 Documents in Review Step)<br>Onboarding Setup |
| Data Conversion      | N/A                                                                                           | Excluded                                                    |

## Benefits

| Functional Area                                                                                | Feature Definition                                                                                                                                                                                                                                                                                                                                                 | Scope Assumptions                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Benefit Groups (Including Eligibility Rules)                                                   | Benefit Groups are used to define a population of workers who qualify for similar benefits plans, rates, and processing. Workday enables you to create benefit groups dynamically using eligibility rules to define membership criteria. The workers who meet the criteria specified in a Benefit Group eligibility rule are automatically assigned to that group. | Up to 4 In Scope for active workers                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Benefit Plans (including all components, such as eligibility rules, coverage tiers, and rates) | Benefits Plans define the coverage levels or amounts available to employees enrolling in an insurance, health care, defined contribution or spending account plan.                                                                                                                                                                                                 | Administer Benefit Enrollments for Most Commonly Offered Plan Types, including Health Care (Medical, Dental, Vision), Insurance (Life, Disability), Spending Accounts (Dependent and Health Care), Health Savings Accounts, Retirement Savings (401k), and Additional Benefits Plans (Pet Insurance, Gym Membership, EAP, Critical Illness, and Long-Term Care).<br><br>Up to 60<br><br>Retirement Savings Plans - Only for outbound CCB demographic data and/or inbound Elections |

| Functional Area                         | Feature Definition                                                                                                                                                                                                                                                           | Scope Assumptions                                                                                                                                                  |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Retiree Benefits                        | Ability to maintain benefit entitlement and eligible for employees who have retired from the organization. A benefit group and the benefit plans dedicated to managing retirees and/or their surviving spouse.                                                               | Included with up to 5 benefit plans and 1 retiree benefit group                                                                                                    |
| Medicare Tracking/Split Dependents      | Tracking Medicare coverage and enrollment information for employees, retirees or eligible dependents to coordinate benefits based on Medicare coverage to determine the primary and secondary payer on medical expenses                                                      | Included                                                                                                                                                           |
| Benefit Eligibility rules               | Create the condition rules that Workday uses to identify an employee's eligibility for a benefit group, or plan, or dependent's eligibility for benefits.                                                                                                                    | In Scope<br>Rule based hours worked excluded                                                                                                                       |
| Benefit Events (Plus Conversion Events) | An event in the employee's life that gives the employee the opportunity to change benefit elections.                                                                                                                                                                         | Manage Benefit Enrollments Due to Eligibility Changes and Life Events. Pre-configured Staffing Events and Section 125 core events<br><br>Up to 4 additional events |
| Reinstatement Events                    | An event in the employee's life that gives the employee the opportunity to change benefit elections due to a return from leave or rehire. This configuration can allow rehires/returnees from leave to default into their previously elected benefits.                       | Up to 2                                                                                                                                                            |
| Passive Events                          | Passive Events are used to identify employees, or an employee's dependents, which are either gaining or losing benefit plan eligibility because of the passage of time. You can configure whatever passive events to suit your business needs for the milestones that occur. | Up to 3                                                                                                                                                            |

| Functional Area                 | Feature Definition                                                                                                                                                                                                                                                                                                                                                                                                                                               | Scope Assumptions                                                                                                                                             |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Enrollment Event Rule           | Enrollment Event Rules are rules that determine how different benefit groups will receive their benefits based on a number of factors including coverage begin/end dates, maximum coverage level or amount increases, waiting periods, evidence of insurability requirements and other differentiating features and conditions of enrollment events among benefits groups. An Enrollment event is any event that results in a gain or loss of benefits coverage. | Pre-Configured Enrollment rule for Sec 125 events<br><br>Client input limited to coverage begin, coverage end, deduction begin, deduction end, and EOI Rules. |
| Benefit Defaults                | Workers may be defaulted into a plan or plans during a benefit event if no active elections are made.                                                                                                                                                                                                                                                                                                                                                            | In Scope                                                                                                                                                      |
| Manage COBRA Eligibility        | COBRA records can be created for eligible workers and dependents based on configured reasons. These records can be passed to the COBRA provider via integration.                                                                                                                                                                                                                                                                                                 | Designations for Participants Who Lose Coverage                                                                                                               |
| Manage Evidence of Insurability | Evidence of Insurability records can be created during applicable benefit events based on configured rules. Benefit Administrators can use a delivered report to track and eventually approve or deny employees pending EOI approval.                                                                                                                                                                                                                            | In Scope                                                                                                                                                      |
| Cross Plan Enrollment Rules     | Coverage options available to workers during an enrollment event based on their choice of other benefit plans and coverage amounts.                                                                                                                                                                                                                                                                                                                              | Up to 10                                                                                                                                                      |
| Individual Rates                | Individual Rates are included when rates cannot be calculated via a rate table for each individual, and separate rates must be loaded in for each worker's plan cost(s).                                                                                                                                                                                                                                                                                         | In Scope                                                                                                                                                      |
| Benefit Annual Rates            | Annual amount of compensation for insurance plan calculations                                                                                                                                                                                                                                                                                                                                                                                                    | In Scope                                                                                                                                                      |
| Open Enrollment                 | Benefits enrollment process for employees                                                                                                                                                                                                                                                                                                                                                                                                                        | Up to 1 Open Enrollment event configured and tested                                                                                                           |
| Enrollment Instructions         | Instructions on each page of the enrollment screens to provide worker with additional pertinent information                                                                                                                                                                                                                                                                                                                                                      | In Scope                                                                                                                                                      |

| Functional Area                                                                                                     | Feature Definition                                                                                                                                                                                                                                                                                                                                                                                                                           | Scope Assumptions                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Core ACA Functionality: ACA Measurement Periods and Eligibility, ACA Dashboard, Setup for 1094-C and 1095-C Reports | ACA eligibility and processing for new hires, Workday uses passive events to determine eligibility for benefits according to the Affordable Care Act standards. Passive events, using the ACA Measurement Period Eligibility Rule type, determine: <ul style="list-style-type: none"> <li>Whether a measurement period must be recorded.</li> <li>Whether a worker's hours during a measurement period make the worker full-time.</li> </ul> | In Scope<br>Stability Period = 1 Calendar Year aligned with Open Enrollment                                                                                                                                                                                                                                                                             |
| Modifiable BPs                                                                                                      | Use pre-configured BPs<br>Can add up to 3 steps to the Change Benefits for Life Events BP                                                                                                                                                                                                                                                                                                                                                    | Change Benefits for Life Events<br>Dependent Event<br>Change Benefits<br>Passive Event                                                                                                                                                                                                                                                                  |
| Data Conversion                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                              | Conversions resources will load Current Benefit Elections, Dependents & Beneficiaries, and Medical History for Current Year for ACA Reporting into testing and production environments. If applicable, Benefit Annual Rates will be loaded. ACA Worker Hours and Wages will be loaded for a maximum of one benefit group and 2 historical medical plans |

## Absence Management

| Functional Area | Feature Definition                                                                                                                                                                                                                                                                                                             | Scope Assumptions                                                                                                                                                                                                         |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Time Off Plans  | Track short term time away from work.<br><br>Non-Accruing Plans: Non-balance tracking plans; no calculated accruals (i.e., jury duty).<br><br>Accruing Plans: configured accrual calculations and balance tracking (i.e., vacation).<br><br>Excludes Absence Tables; Multi-Year Upper Limit Expirations; Dynamic Calculations. | Up to 20 total Time Off Plans (10 Non-Accruing Plans, 10 Accruing Plans)<br><br>Workday Delivered for Days to Include, Balance Periods, Daily Quantity defaults, Lower Limits, Upper Limits, Carryover Limits/Expiration. |
| Time-Off        | Time off attributes tied to time off plans                                                                                                                                                                                                                                                                                     | 2 Time Offs per Accruing Plans<br>1 Time Off per Non-Accruing Plans                                                                                                                                                       |



| Functional Area          | Feature Definition                                                                                                                                                                                                                                                                                                                                                                                                  | Scope Assumptions                                                                                             |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| Accruals                 | Calculated accruals for balance tracking time off plans.<br>Low complexity prorations included (days in period, clawback configuration)                                                                                                                                                                                                                                                                             | 4 per Accruing Plans                                                                                          |
| Related Calculations     | Calculations used by the Absence Calculation Engine to return values.                                                                                                                                                                                                                                                                                                                                               | In Scope                                                                                                      |
| Holiday Calendars        | Statutory/Company Holiday Calendars                                                                                                                                                                                                                                                                                                                                                                                 | WD Delivered                                                                                                  |
| Work Schedule Calendars  | Determine the days and hours of the work week on the Time Entry calendar. Includes schedule calendar rule.                                                                                                                                                                                                                                                                                                          | Up to 10, with up to 3 patterns per work schedule.                                                            |
| Leaves                   | Leave plans to track long term time away from work.<br><br>Non-entitlement calculations are used to track leave type, status, leave impacts, leave eligibility, and dates only.<br><br>Entitlement: includes non-entitlement setup, plus configure of entitlement calculations for leave balance tracking, leave additional fields, and leave reasons. Excludes Cascading Leave of Absence and Absence Case Events. | Up to 10 total types, includes 5 with Leave Entitlements<br><br>WD Delivered validations and supporting data. |
| Security                 | Microsoft Outlook or Google Calendar enabled                                                                                                                                                                                                                                                                                                                                                                        | WD Delivered                                                                                                  |
| Third Party Calendar     | Configuration of Intersection Security for Absence Management                                                                                                                                                                                                                                                                                                                                                       | Functional Configuration Only                                                                                 |
| Reports and Dashboards   | Manager Dashboard: Absence only - Team Absence Dashboard<br><br>Absence and Time Tracking - Time and Absence dashboard                                                                                                                                                                                                                                                                                              | WD Delivered                                                                                                  |
| Absence SetupType Groups | Absence Type Groups act as “folders” and help the user navigate to the appropriate leave or time off plan when requesting.                                                                                                                                                                                                                                                                                          | Strada Delivered Configuration for Absence Type Groups: 3 total                                               |
| Unions                   | Unions - Unions track and report on union membership for workers.                                                                                                                                                                                                                                                                                                                                                   | 6                                                                                                             |

| Functional Area | Feature Definition                                                                 | Scope Assumptions                                                                                                                                                                                                                                                                    |
|-----------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Modifiable BPS  | Workday Delivered                                                                  | <p>Correct Time Off<br/>Request Time Off<br/>Assign Work Schedule<br/>Request Leave of Absence (# country in scope)<br/>Request Return Leave of Absence (# country in scope)</p> <p>Can add/edit up to 2 steps per process.<br/>Workday Delivered Business Process Notifications</p> |
| Data Conversion | Process of loading Time Off Balances and Leave history into the applicable Tenant. | <p>Time off Balance Conversion</p> <p>Active Leaves for the Previous 12 Months</p> <p>Time Off Event Conversions Excluded</p>                                                                                                                                                        |

## Time Tracking

| Functional Area                | Feature Definition                                                                                                                          | Scope Assumptions               |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| Time Entry                     | Controls the appearance of a worker's time entry calendar.                                                                                  | Up to 6 Time Entry Templates    |
|                                | Types of time that workers can enter.                                                                                                       | Up to 12 Time Entry Codes       |
|                                | Identifies the time entry codes for which workers are eligible.                                                                             | Up to 4 Time Code Groups        |
|                                | Capture information about a worker's hours for costing and other purposes (i.e., cost center, project).                                     | Up to 5 Worktags                |
|                                | Used to alert or prevent workers from entering or submitting invalid time entries.                                                          | Up to 10 Time Entry Validations |
| Time Calculations              | Generate categories of payable time by applying calculation tags such as overtime, shift differential, and double time to a worker's hours. | Up to 15 Time Calculations      |
|                                | Specify worker eligibility for time calculations.                                                                                           | Up to 4 Time Calculation Groups |
| Time Tracking Period Schedules | The time period schedule, in combination with the pay period schedule, determines when employees receive pay for time worked.               | Up to 3                         |

| Functional Area     | Feature Definition                                                                                                                                                               | Scope Assumptions                                                                               |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Work Schedules      | Determine the days and hours of the work week on the Time Entry calendar                                                                                                         | Up to 10, with up to 3 patterns per work schedule                                               |
| Multiple Jobs       |                                                                                                                                                                                  | In Scope                                                                                        |
| Security            | Up to 2 Security Groups to Support Employee Self Service and Manager Self Service                                                                                                | WD Delivered                                                                                    |
| Alerts and Reports  | Strada custom reports                                                                                                                                                            | 3 Strada delivered alerts and reports (Time not Submitted, Time not Entered, Time not Approved) |
| Reporting Dashboard | <b>Review Time</b> Task is a report managers can use to review time tracking hours for the week.                                                                                 | WD Delivered                                                                                    |
|                     | <b>Time and Absence Dashboard</b> - Strada Delivered Configuration; Enable: Include Warning Indicators, Include Count of Incomplete Time Entries, Include Scheduled Weekly Hours | Strada Delivered                                                                                |
| Modifiable BPs      | Assign Work Schedule<br>Enter Time<br>Reported Time Batch Event                                                                                                                  | WD Delivered<br>Can add up to 2 steps per process.                                              |
| Union               | Time Tracking requirements to cover unique union/CBAs time entry policies                                                                                                        | 6                                                                                               |
| Data Conversion     | Data to be loaded from legacy system to Workday.                                                                                                                                 | No Data Conversion included                                                                     |

### Time Tracking for Projects

| Functional Area                      | Feature Definition                                                    | Scope Assumptions |
|--------------------------------------|-----------------------------------------------------------------------|-------------------|
| <b>Projects Tracking</b>             | Project tracking functionality available within the Time Tracking SKU | In Scope          |
| <b>Time Tracking Data Conversion</b> | Active Projects                                                       | In Scope          |

### Scheduling

| Functional Area    | Feature Definition                                            | Scope Assumptions                         |
|--------------------|---------------------------------------------------------------|-------------------------------------------|
| Product Scope      | Functionality necessary to deploy the Scheduling SKU          | Customer is on Workday HCM.               |
| Regions/Time Zones | The region the Client will deploy Scheduling for              | The country in scope is The United States |
|                    | The number of time zones the Client will deploy Scheduling in | The number of time zones in scope are 1   |

|                              |                                                                                          |                                                                                                                                                                                                                                                                          |
|------------------------------|------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Worker Count                 | The number of workers the Client will deploy Scheduling for                              | There is a total of 1000 workers in scope                                                                                                                                                                                                                                |
| Multiple Positions           | Functionality used to assign one worker multiple jobs                                    | Multiple Positions is in scope.                                                                                                                                                                                                                                          |
| Organizations                | Organizations are groups of resources, workers, costs, and other structures              | A re-organization of the Supervisory Organization structure, and/or Custom Organization structure is not in scope for this deployment.                                                                                                                                   |
| Eligibility                  | Rules to define membership criteria                                                      | There is 1 Schedule Tag Types Included for the scope for this deployment.                                                                                                                                                                                                |
| Schedule Tag Values          | Sub-rules to define membership criteria                                                  | Strada will configure up to 50 Schedule Tag Values (sub-values of the tag type)                                                                                                                                                                                          |
| Multiple Schedule Tag Values | A combination of criteria to narrow down eligibility                                     | In Scope                                                                                                                                                                                                                                                                 |
| Security Groups and Roles    | Security groupings to be used in the Scheduling Functional Area                          | Includes Workday delivered and Strada POV security groups and roles.                                                                                                                                                                                                     |
| Business Processes           | Workday delivered business processes specific to Scheduling                              | Workers will not use level Overrides.                                                                                                                                                                                                                                    |
|                              |                                                                                          | Workers will not track their availability in Workday.                                                                                                                                                                                                                    |
|                              |                                                                                          | Workers will not track their Preferences in Workday.                                                                                                                                                                                                                     |
|                              |                                                                                          | Workers will not leverage the Open Shift/Take Back Shift/Cover Shift and/or Swap Shift Business Processes.                                                                                                                                                               |
| User Experience              | Employee and Manager Self Service                                                        | Employee Self-service is in scope.                                                                                                                                                                                                                                       |
|                              |                                                                                          | Manager Self-Service is in scope.                                                                                                                                                                                                                                        |
| Mobile                       | Mobile functionality enabled                                                             | Workday Mobile is in scope.                                                                                                                                                                                                                                              |
| Reporting                    | Reports delivered by Workday as part of their reporting library enhanced with Strada POV | There are 10 delivered reports offered with Workday Scheduling that includes 8 delivered Custom Reports.                                                                                                                                                                 |
| Modifiable BPs               | All scheduling business processes                                                        | Change Worker Schedule Tags<br>Change Worker Scheduling Settings<br>Change Worker Schedule Preferences<br>Change Worker Availability<br>Open Shift<br>Take Back Shift<br>Cover Shift<br>Swap Shift<br>Accept Shift Swap<br>Publish Schedule<br>Change Published Schedule |
| Data Conversion              | Previous system data conversion                                                          | Worker Availability will not be loaded prior to go live.                                                                                                                                                                                                                 |

Worker Preferences will not be loaded prior to go live.

Worker Overrides will not be loaded prior to go live.

## Payroll for United States

| Functional Area        | Feature Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Scope Assumptions                                                                                                     |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| Tenant Setup - Payroll | Manage Tenant-wide settings for Workday Payroll in these areas: <ul style="list-style-type: none"> <li>• Supported Countries</li> <li>• Proration Settings</li> <li>• Costing Allocations</li> <li>• Payroll Accounting</li> <li>• Payroll Commitments</li> <li>• Payslips</li> <li>• Generate Period Schedule Periods</li> <li>• W-2/W-2C Form Alignment Override</li> <li>• US Year End Tax Documents Electronic Signature Text</li> <li>• Administrator Results</li> <li>• ID Sequence Generators.</li> </ul> | WD Delivered                                                                                                          |
| Pay Components         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Up to 150 earnings and deductions                                                                                     |
|                        | <b>Pay Component Groups</b> - These are added to the Earning and Deductions codes in order to report month-to-date, quarter-to-date and year-to-date values.                                                                                                                                                                                                                                                                                                                                                     | Pay Accumulations (up to 10), Pay Balances (up to 2 custom balance periods), Pay Component Groups, and Tax Authority. |
|                        | <b>Net pay validation and arrears</b> tracking and recouping rules in the event of a negative net pay scenario.                                                                                                                                                                                                                                                                                                                                                                                                  | In Scope. All employees follow same arrear rules.                                                                     |
| Payroll Processing     | <b>Pay Groups</b> - Workers in a pay group must share the same period schedule.                                                                                                                                                                                                                                                                                                                                                                                                                                  | Up to 3 Pay Groups & Period Schedules                                                                                 |
|                        | FLSA Work Period Calendar Rules (USA) based on client Period Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                            | WD Delivered                                                                                                          |
|                        | A run category defines which workers and pay components to process in payroll and retro payroll calculations.                                                                                                                                                                                                                                                                                                                                                                                                    | Up to 1 Run Category, of "Regular"                                                                                    |
|                        | <b>Retro Processing</b> - Income or deduction adjustments to a prior pay period, fixing the difference between what was paid, and what was supposed to be paid in the prior period. Prior period differences are identified using the period worktag, detailing the amount calculated originally, and the new calculation.                                                                                                                                                                                       | WD Delivered                                                                                                          |

| Functional Area | Feature Definition                                                                                                                                                                                                                                                                                                                                                                                      | Scope Assumptions                             |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
|                 | <b>Off-cycle payment</b> transactions occur outside of a regularly scheduled (on-cycle) pay run, and include: Manual Payment, Reversals, and On-Demand Payments.                                                                                                                                                                                                                                        | WD Delivered                                  |
|                 | Payroll Involuntary Withholding Orders and Deduction Recipients..                                                                                                                                                                                                                                                                                                                                       | WD Delivered configuration                    |
|                 | Audit Report Configuration                                                                                                                                                                                                                                                                                                                                                                              | WD Delivered                                  |
| Banking         | <b>Financial Institutions</b> - Business entity that provides company and financial banking services and contains the physical bank accounts..                                                                                                                                                                                                                                                          | Up to 2                                       |
|                 | Bank Account                                                                                                                                                                                                                                                                                                                                                                                            | Up to 2                                       |
|                 | <b>Bank routing</b> rules determine the bank accounts the settlement process uses to route payments that you initiate in Workday.                                                                                                                                                                                                                                                                       | Up to 2                                       |
|                 | Checks and Payslips                                                                                                                                                                                                                                                                                                                                                                                     | up to 1 Delivered Check and Payslip Layouts   |
|                 | <b>Sample Check Images</b> - The image that is displayed when the employee sets up a new banking account. Allows employee to understand where routing and account number can be found on check.                                                                                                                                                                                                         | up to 1, Strada Delivered Configuration       |
|                 | Payment Election Rules - Workday allows payment election rules to define choices for receiving and making payments, such as:<br><ul style="list-style-type: none"> <li>• Methods of payment: check, direct deposit, or manual.</li> <li>• Number of allowed payment split distributions.</li> <li>• Number of allowed payment methods.</li> </ul> Payment election accounts considered valid upon entry | Up to 1                                       |
| Pre note        | Bank Prenotification for direct deposit                                                                                                                                                                                                                                                                                                                                                                 | In scope                                      |
| General Ledger  | Fiscal Posting Intervals, Schedules, Summary Schedules, Fiscal Years                                                                                                                                                                                                                                                                                                                                    | Up to 1 per each payroll; calendar year only. |
|                 | Journal Sources, Ledger, Ledger Types, Account Sets, Account Posting Rules (Account posting rules up to 2 Dimensions)                                                                                                                                                                                                                                                                                   | Up to 1                                       |

| Functional Area | Feature Definition                                                                                                                                                                                                                                                                                                                                    | Scope Assumptions                                                  |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| Labor Costing   | Specify how to allocate employee earnings and employer-paid expenses to the organizations and locations you define.<br><br>Workday represents organization types and locations as worktag types (also called dimensions).                                                                                                                             | Simple Worker Costing Allocations - Single Dimension               |
| Multiple Jobs   |                                                                                                                                                                                                                                                                                                                                                       | In Scope                                                           |
| Tax Reporting   | <b>Companies</b> - Legal Entity                                                                                                                                                                                                                                                                                                                       | Up to 1 Unique EIN for payroll                                     |
|                 | Company Federal, State and Local Payroll Tax Reporting                                                                                                                                                                                                                                                                                                | WD Delivered                                                       |
|                 | W-2 Configuration                                                                                                                                                                                                                                                                                                                                     | Includes W-2 mapping only, leverage Strada Delivered Configuration |
|                 | <b>Payroll Reporting Codes</b> - Reporting Codes capture Geographic Code, Occupational Code, Branch Code, Location Code, Unit Number, Multi-Unit Number, Unit Code, or Unit Number to be reported for various states on the QTD tax file.                                                                                                             | WD Delivered Framework with client values                          |
|                 | <b>Payroll Tax Filing Configuration</b> - Workday can send periodic, quarterly, and annual tax information from Workday Payroll to a third-party service provider using a tax filing integration. Payroll tax for Federal/State/Local Jurisdictions will need to be configured during implementation then maintained by Payroll or Tax administrator. | WD Delivered Framework with client values                          |
| Modifiable BPs  | Can add/edit up to 2 steps per process                                                                                                                                                                                                                                                                                                                | Settlement Run Event                                               |
|                 |                                                                                                                                                                                                                                                                                                                                                       | Payment Release Event                                              |
|                 |                                                                                                                                                                                                                                                                                                                                                       | Assign Pay Group                                                   |
| Unions          | Set-up of Unions that employees belong to                                                                                                                                                                                                                                                                                                             | 6                                                                  |
| Data Conversion |                                                                                                                                                                                                                                                                                                                                                       | Up to 3 test and production loads for quarter-end, go-live         |
|                 |                                                                                                                                                                                                                                                                                                                                                       | Payroll Balances for Current Year                                  |
|                 |                                                                                                                                                                                                                                                                                                                                                       | Worker Payment Elections                                           |
|                 |                                                                                                                                                                                                                                                                                                                                                       | Worker Tax Elections                                               |



| Functional Area        | Feature Definition                                                                                                                                   | Scope Assumptions |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Reports and Dashboards | Pay<br>Pay Cycle Command Center<br>Payroll Compliance Updates<br>Payroll Year End<br>Settlement                                                      | WD Delivered      |
| EIBs for Payroll       | Enterprise Interface Builder - An integration tool that enables you to mass upload data into the Tenant. (Period Schedule, Off-cycle, Payroll Input) | WD Delivered      |

## Recruiting

| Functional Area                    | Feature Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Scope Assumptions                                                                                                              |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Candidate Home                     | External Candidate will apply to an open position through the candidate home                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | WD Delivered                                                                                                                   |
| Prospect Management                | Someone who has not applied to a position, but you are following to possibly bring onto your team                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | In Scope                                                                                                                       |
| Internal and External Career Sites | <p>Workday provides the ability for you to create external career sites that enable:</p> <ul style="list-style-type: none"> <li>You to publish and market job postings on dedicated and branded career sites.</li> <li>Candidates to search for job posting opportunities and apply on an intuitive and responsive website.</li> </ul> <p>When you create an external career site, Workday automatically provides the ability for candidates to register for an account based on their name and email address. When a candidate applies to a job, this enables you to communicate with a candidate during any stage of the recruiting process. You can send them a request to:</p> <ul style="list-style-type: none"> <li>Complete a questionnaire.</li> <li>Review documents and electronically sign them.</li> <li>Provide their government or national IDs.</li> <li>Provide additional personal information.</li> </ul> <p>The one account works on all your external career sites.</p> | <p>1 Internal Career Site for Employees,<br/>1 Internal Career Site for Contingent Workers, and<br/>1 External Career Site</p> |

| Functional Area                                     | Feature Definition                                                                                                                                                                                                                                                                                                                                                                                     | Scope Assumptions                                                                                                            |
|-----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| Internal and External Questionnaires                | You can configure Workday to have: <ul style="list-style-type: none"> <li>• An external or internal candidate complete up to 2 questionnaires when they apply for job from an external or internal career site.</li> <li>• An external candidate with a registered Candidate Home account or internal candidate complete one or more questionnaires at any stage in the recruiting process.</li> </ul> | 2 Internal and 2 External Questionnaires, one questionnaire per job requisition with no more than 25 questions, English only |
| Internal Application                                | Current worker application process                                                                                                                                                                                                                                                                                                                                                                     | Up to 1                                                                                                                      |
| Simple Referral                                     | Referring a candidate                                                                                                                                                                                                                                                                                                                                                                                  | Up to 1 plan                                                                                                                 |
| Auto Unpost Jobs                                    | Un-posting a position from the candidate site automatically during the recruiting process once full headcount is reached on the job requisition                                                                                                                                                                                                                                                        | In Scope                                                                                                                     |
| Assessments                                         | Possible Logic or system test for the candidate                                                                                                                                                                                                                                                                                                                                                        | Up to 5 Packages and Up to 3 Statuses                                                                                        |
| Auto Disposition Candidate's Other Job Applications | If a candidate is selected for hire and has applied to multiple jobs, then this removes the candidate from consideration on the other jobs they have applied to.                                                                                                                                                                                                                                       | In Scope                                                                                                                     |
| Background Check                                    | Checking candidates previous work and criminal history                                                                                                                                                                                                                                                                                                                                                 | Up to 5 Packages and Up to 3 Statuses                                                                                        |
| Duplicate Management                                | Merging of multiple applications for the same candidate                                                                                                                                                                                                                                                                                                                                                | Workday Delivered                                                                                                            |
| Interview Management                                | Have the entire recruitment team provide feedback on the candidate                                                                                                                                                                                                                                                                                                                                     | In Scope                                                                                                                     |
| Job Requisition Categories and Reasons              | List of possible reasons for creating a job requisition                                                                                                                                                                                                                                                                                                                                                | In Scope                                                                                                                     |
| Interview Ratings                                   | Rating candidate after the interview                                                                                                                                                                                                                                                                                                                                                                   | In Scope                                                                                                                     |
| Primary Recruiter Security                          | Ability to view and modify non WD delivered data                                                                                                                                                                                                                                                                                                                                                       | In Scope                                                                                                                     |
| Candidate Screening                                 | Initial contact to ensure the candidate is still interested in the job                                                                                                                                                                                                                                                                                                                                 | In Scope                                                                                                                     |
| Candidate Grid                                      | Way to manage your candidate through the recruitment process. Adjusts the look and feel of the page the recruiter reviews.                                                                                                                                                                                                                                                                             | Strada POV Delivered                                                                                                         |
| Candidate Review                                    | Provides you with the opportunity to move the candidate to the next phase recruitment process                                                                                                                                                                                                                                                                                                          | In Scope                                                                                                                     |

| Functional Area                                      | Feature Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Scope Assumptions                                                                |
|------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Candidate Self Scheduling                            | Allows you to create calendars for high-volume recruiting events that candidates can use to reserve and manage event time slots.                                                                                                                                                                                                                                                                                                                                                                              | In Scope                                                                         |
| Evergreen Requisition Management                     | Used for high volume roles that are always open.                                                                                                                                                                                                                                                                                                                                                                                                                                                              | In Scope                                                                         |
| Job Requisition Management                           | Job requisitions are the basis for job postings in Workday Recruiting. You must complete specific recruiting-related requirements so candidates can submit applications to your job postings. Use the Manage Job Requisitions report to view all open, pending approval, on hold, and closed job requisitions. Details include job requisition and candidate information. Also, included are the days the requisition has been open, the requested completion date, the close date, and last recruiting stage | WD Delivered                                                                     |
| Offer Letter/Employment Agreement Document Templates | You can create templates that can be customized and used to dynamically generate documents in recruiting processes such as offer letters and employment agreements. Employment agreements include additional staffing components such as contract details, notice periods, probation periods and collective agreements.                                                                                                                                                                                       | Up to 1 template with maximum of 10 calculated fields and 10 rules, English only |
| One Time Payment for Offers or Employment Agreements | Ability to generate a request for a One Time Payment as part of the Offer or Employment Agreement process.                                                                                                                                                                                                                                                                                                                                                                                                    | In Scope                                                                         |
| Candidate Endorsement                                | It enables employees to endorse a candidate's application.                                                                                                                                                                                                                                                                                                                                                                                                                                                    | In Scope                                                                         |
| Candidate Pool Functionality                         | Enable functionality to group candidates.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | In Scope                                                                         |
| Recruiting (Core Configuration)                      | Consistent candidate and hiring process, including approval routing across all business units, geographies, and departments.                                                                                                                                                                                                                                                                                                                                                                                  | Up to 1                                                                          |
| Job Alerts                                           | Allows external and internal candidates to be notified about jobs that meet their interests.                                                                                                                                                                                                                                                                                                                                                                                                                  | In Scope                                                                         |
| Apply with LinkedIn                                  | Allows external candidates to submit applications using their LinkedIn account information. Clients must use paid job slots or Recruiter seats with LinkedIn to enable this feature.                                                                                                                                                                                                                                                                                                                          | Up to 1 hour of support                                                          |

| Functional Area                                  | Feature Definition                                                                                                                                                                    | Scope Assumptions                                                                                                                                                                                                         |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Prospect Introduce Yourself                      | Candidates may submit their resume for general consideration without applying to a job posting. This feature is similar to business card drop off.                                    | In Scope                                                                                                                                                                                                                  |
| Outlook/Google Interview Scheduling Integration  | WD delivered bi-directional calendar and appointment integration with Workday to facilitate scheduling interviews with candidates. Client must meet software prerequisites to enable. | Up to 5 hours of support                                                                                                                                                                                                  |
| Additional Documents during Recruiting processes | Additional documents such as benefit guides or confidentiality agreements that can be distributed at the same time as an Offer Letter or Employment Agreement.                        | Up to 3                                                                                                                                                                                                                   |
| Modifiable BPs                                   | All Recruiting BP's                                                                                                                                                                   | Job Application (1 Dynamic Workflow)<br>Job Requisition<br>Offer                                                                                                                                                          |
| Recruiting Reports and Dashboard                 |                                                                                                                                                                                       | WD Delivered                                                                                                                                                                                                              |
| Data Conversion                                  | Previous system data conversion                                                                                                                                                       | 100 Open Job Requisitions and Corresponding Open Positions<br><br><b>Excluded Items:</b><br>Prospect Conversion<br>Open Positions Not Associated with Job Requisitions<br>Active Candidate Data Conversion<br>Attachments |

## Messaging

| Functional Area      | Feature Definition                                                                          | Scope Assumptions |
|----------------------|---------------------------------------------------------------------------------------------|-------------------|
| Prerequisite         | Production Tenant available and Client is Live on the HCM SKU Innovation Services Agreement | Client-owned      |
| Message templates    | Modify existing Message Templates to allow SMS setup                                        | Client-owned      |
| Custom Notifications | Modify existing Custom Notifications to allow SMS setup                                     | Client-owned      |
| Reports              | Workday Delivered                                                                           | Included          |
| Data Conversion      |                                                                                             | Not applicable    |

## Talent Optimization

| Functional Area | Feature Definition                                                                                                                                                                                                               | Scope Assumptions                                                                                          |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| Talent Core     | Interests                                                                                                                                                                                                                        | Includes delivered values for career interests, job interests, relocation areas and travel amounts.        |
|                 | Mentors - Employees can establish mentoring relationships.                                                                                                                                                                       | In Scope                                                                                                   |
| Performance     | Development Items - allow workers to track career objectives that are not rated during performance events.                                                                                                                       | In Scope                                                                                                   |
|                 | Allow feedback to be given or requested, named or anonymous in free-form at any time                                                                                                                                             | In Scope                                                                                                   |
|                 | Check-ins - allows Managers and Employees to document 1:1 sessions.                                                                                                                                                              | In Scope                                                                                                   |
|                 | Goals are guiding principles or values that you would like your business or organization to achieve throughout a given period of time and assessed as part of the performance review. Cascade goals are excluded.                | Includes delivered values for status. Goal attributes include: description, category, status and due date. |
|                 | Performance Review Templates include configurable sections for self-evaluations by employees, and evaluations by managers.                                                                                                       | Up to 1 performance review template and one 5-point rating scale.                                          |
|                 | Performance Improvement Plan Templates                                                                                                                                                                                           | Up to 3                                                                                                    |
|                 | A set of defined behaviors that provide a structured guide, enabling the identification, evaluation, and development of the behaviors in individual employees. In Workday, worker competencies are rated as part of performance. | Up to 10 global competencies that can be mapped to management levels.                                      |
| Succession      | Assess Potential - Managers and other support roles can assess employees' potential, retention risk, loss impact, and achievable level.                                                                                          | In Scope                                                                                                   |
|                 | Assess My Team's Potential - Managers and other support roles can assess an employee's potential and retention risk by a supervisory organization.                                                                               | In Scope                                                                                                   |

| Functional Area | Feature Definition                                                                                                     | Scope Assumptions                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                 | Allowed only for positions to identify critical roles for succession, create plans and assess readiness on candidates. | Up to 60 Positions for Succession:<br>Includes delivered values for readiness                                                                                                                                                                                                                                                                                                                                                                                              |
| Modifiable BPs  | Workday delivered BPs                                                                                                  | Can add up to 3 steps across BPs<br>Can add up to 8 custom notifications across BPs <ul style="list-style-type: none"> <li>• Manage Interests</li> <li>• Give Feedback</li> <li>• Manage Goals</li> <li>• Start Performance Review</li> <li>• Complete Self Evaluation for Performance Review</li> <li>• Complete Manager Evaluation for Performance Review</li> <li>• Manage Succession Plan</li> <li>• Assess My Team's Potential</li> <li>• Assess Potential</li> </ul> |
| Data Conversion |                                                                                                                        | Excluded                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

## Learning

| Functional Area              | Feature Definition                                                                                                                                                                                              | Scope Assumptions                  |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| Learning: Core Configuration | Setup Learning Domains, Configuration of Business Processes, Delivered Learning Dashboards, Activity Stream                                                                                                     | Included                           |
| Learning Campaigns           | You can create campaigns that engage workers in learning activities by promoting course and lesson content to target audiences.                                                                                 | Up to 8 single object campaigns    |
| Audience                     | Used in campaigns and scheduled distributions. When a user meets the audience requirements for an active campaign or scheduled distribution, Workday sends the notifications according to the defined schedule. | Up to 8                            |
| Topics                       | Topics enable you to categorize courses and stand-alone lessons, improving the learning catalog search and browsing experience for learners.                                                                    | Up to 10 topics with custom images |
| Learning Prerequisites       | Prerequisites enable you to enforce certain courses being taken prior to others                                                                                                                                 | In scope                           |

| Functional Area                     | Feature Definition                                                                                                                                                                                                        | Scope Assumptions                                                            |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| Learning Equivalencies              | Equivalencies can be created as a 1:1 or 1:Many rule and can enable employees to find similar content in the catalogue, as well as recognize completion of courses via completion of an equivalent.                       | In scope                                                                     |
| Media Cloud                         | Allows users to import and manage media files and packaged content to enrich learning experiences within the platform                                                                                                     | In Scope                                                                     |
| Instructors and Accessors           | Internal instructors and assessors will be established based on the clients current workforce. Allowing those workers to be aligned to Instructor lead courses and Training Activities on blended courses in the catalog. | Up to 50 internal of each                                                    |
| Custom Notification                 | Business process notifications can be configured for the Enroll in Content, Drop Learning Content and Cancel Course Offering business processes.                                                                          | Up to 8                                                                      |
| Reason Codes                        | Reason Codes for Drop Enrollments, Cancel Learning Enrollments, Cancel Course Offerings                                                                                                                                   | Up to 5                                                                      |
| Learning Validations                | Learning validations enable you to create critical stops or soft warnings upon the initiation of Enroll in Course and Drop Learning Enrollment business process                                                           | Up to 5 total for all BPs                                                    |
| Learning Message Templates          | Message templates are used to deliver consistent messages to your audiences such as reminders related to upcoming due dates.                                                                                              | Up to 4                                                                      |
| Configurable Security Groups        | Custom security groups to be tied to the Learning Core domain, to be used for support of the learning catalog administration.                                                                                             | Up to 4 security groups excluding topic and course segmented security groups |
| Topic and Course Segmented Security | Custom segmented security groups to control access to course content. Does not include custom user based or role based or intersection security groups                                                                    | Up to 10 segments with 10 supporting security groups                         |
| Mobile                              | Enable Packaged Content on Mobile                                                                                                                                                                                         | Workday Delivered                                                            |



| Functional Area               | Feature Definition                                                                                                                                                                                                                                                                                                                                                                                                 | Scope Assumptions                                                                                                            |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| Reporting                     | <p>Workday offers many reports that allow you to summarize information that is contained in the system.</p> <ul style="list-style-type: none"> <li>• Upcoming Course Offerings for Instructors</li> <li>• Inactive Instructors with Active Offerings</li> <li>• Learning Enrollment by Content</li> <li>• Learning Completion and Required Learning</li> <li>• All Learning Assignments by Organization</li> </ul> | Delivered Workday reports included. Up to 5 Strada custom reports                                                            |
| Data Conversion               | Conversion of Instructors, Assessors, Digital or Packaged content, Historical Transcripts and Course Catalog.                                                                                                                                                                                                                                                                                                      | Out of scope – Clients responsibility with Strada support for EIBs                                                           |
| Modifiable Business Processes | Business processes that can be modified within the Learning module                                                                                                                                                                                                                                                                                                                                                 | Manage Lesson<br>Manage Course<br>Enroll in Content<br>Drop Learning Enrollment<br>Manage Program<br>Manage Equivalency Rule |

## Financials

### Financial Accounting

| Functional Area                 | Feature Definition                                                              | Scope Assumptions    |
|---------------------------------|---------------------------------------------------------------------------------|----------------------|
| Core Financial System of Record | Primary operational financial system                                            | In Scope             |
| Fiscal Schedule                 | Fiscal Schedule to be set up in Tenant                                          | Calendar Year        |
| Fiscal Schedule Summaries       | Fiscal Schedule to be set up in Tenant                                          | Quarterly and Annual |
| Accounting Adjustment           | Change Reason codes to reclassify specific accounting transactions              | In Scope             |
| Custom Validations              | Defined transactional validations that help workers identify transaction issues | Up to 10             |

| Functional Area                   | Feature Definition                                                                                                                                                                                                                                                                                     | Scope Assumptions |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Allocations                       | Allocation of costs across other cost centers. Examples of allocated costs: IT, space expense by headcount or sq ft, marketing and other overhead costs. If an allocation is dependent on another allocation to calculate and process, then each allocation would be counted toward the total.         | Up to 25          |
| Statistics                        | Statistics used as the basis for allocations, as well as for reporting based on the Statistics or Statistic Lines report data sources.                                                                                                                                                                 | Up to 10          |
| Allocation Group Sets             | For processing Allocations, group related allocation definitions into allocation group sets                                                                                                                                                                                                            | Up to 3           |
| Ledgers                           | Only a single Ledger to track Actuals only                                                                                                                                                                                                                                                             | Up to 1           |
| Currency Translation              | Account translation methods to determine how you want to calculate fiscal year beginning balance and activity                                                                                                                                                                                          | In Scope          |
| Year End Closing Rules            | Define rules that map source accounts to target accounts at year-end. Rules are applied when you roll forward account balances and close ledger years. If no rule is specified, Workday, by default, rolls account balances forward to the same account during roll-forward and year-close processing. | In Scope          |
| Currency Rate Types               |                                                                                                                                                                                                                                                                                                        | WD Delivered      |
| Capital Assets - Work in Progress | Work in progress assets (or assets under construction) for assets as they relate to a capital project.                                                                                                                                                                                                 | In Scope          |
| Import Journals via Spreadsheet   | Delivered EIB's                                                                                                                                                                                                                                                                                        | WD Delivered      |
| Consolidation                     |                                                                                                                                                                                                                                                                                                        | In Scope          |
| Intercompany Process              | Intercompany system generated balancing entries                                                                                                                                                                                                                                                        | In Scope          |
| Revaluation                       | Revaluation rules to automate posting of the revaluation journal to recalculate foreign currency amounts in your company ledger at period end. And record the gains and losses caused by fluctuating exchange rates since the transaction date                                                         | In Scope          |

| Functional Area                                  | Feature Definition                                                                                            | Scope Assumptions                                                                                                                                                                           |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Alternate Fiscal Schedules for Reporting Only    | When companies have different fiscal calendars                                                                | Up to 2                                                                                                                                                                                     |
| Accounting Books and Book Codes                  | Sets of books such as IFRS, GAAP and Tax                                                                      | Up to 2                                                                                                                                                                                     |
| Balancing by Company/Legal Entity Only           |                                                                                                               | In Scope                                                                                                                                                                                    |
| Single Primary Fiscal Schedule for all Companies |                                                                                                               | In Scope                                                                                                                                                                                    |
| Single Primary Chart of Accounts Only            |                                                                                                               | In Scope                                                                                                                                                                                    |
| Reporting                                        | Workday Delivered reporting that is activated for core financial needs using the Workday delivered "Aliases". | <ul style="list-style-type: none"> <li>Income Statement</li> <li>Consolidated Trial balance</li> <li>Balance Sheet</li> </ul>                                                               |
| Modifiable BPs                                   | Workday delivered business processes specific to financials core                                              | <ul style="list-style-type: none"> <li>Accounting Journal Event</li> <li>Accounting Adjustment Event</li> <li>Accounting Journal Unpost Event</li> <li>Finalize Allocation Event</li> </ul> |
| Data Conversion                                  |                                                                                                               | <ul style="list-style-type: none"> <li>Transactional Journals for Each Company for prior year Plus Current YTD</li> <li>Company Base Currency Only</li> </ul>                               |

## Grants Management

| Functional Area         | Feature Definition                                                       | Scope Assumptions |
|-------------------------|--------------------------------------------------------------------------|-------------------|
| Sponsors                | Sponsors, sponsor types, contact details                                 | In Scope          |
| Object Class Mapping    | Mapping of spend categories to sponsor categories for reporting purposes | Up to 2           |
| Award Contracts         | Terms and conditions of the awards                                       | In Scope          |
| Letters of Credit       | Federal sponsor payment collection method                                | Up to 1           |
| Billing Schedules       | Installment, prepaid or transaction-based billing                        | In Scope          |
| Award Posting Intervals | Time periods and schedules for awards                                    | In Scope          |
| Spend Restrictions      | Ability to allow or disallow spend based on sponsor requirements         | In Scope          |

| Functional Area               | Feature Definition                                                  | Scope Assumptions                                                                                                |
|-------------------------------|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| Subawards and Subrecipients   | Entity acts as middleman and awards dollars to a local subrecipient | Up to 10                                                                                                         |
| Facilities and Administration | Indirect spend that will be reimbursed by the sponsor               | Up to 10                                                                                                         |
| Import Grant via Spreadsheet  | Delivered spreadsheet integration to import grants                  | WD Delivered                                                                                                     |
| Reporting                     |                                                                     | WD Delivered                                                                                                     |
| Modifiable BPs                |                                                                     | <ul style="list-style-type: none"> <li>• Award</li> <li>• Award Amendment</li> <li>• Award Correction</li> </ul> |
| Custom Validations            | Restrict/require conditions on transactions                         | Up to 6 unique                                                                                                   |
| Effort Certification          | Certify staff time against grants                                   | Excluded                                                                                                         |
| Grant Budget Structures       | Grant budget configuration                                          | Up to 3                                                                                                          |
| Grant Budget Checking         | Budget check transactions against grant budget                      | Excluded                                                                                                         |
| Award Proposals               | Pre-award processing                                                | Excluded                                                                                                         |
| Data Conversion               | Award life to date (LTD) balances                                   | In Scope                                                                                                         |

## Banking & Settlement

| Functional Area         | Feature Definition                                                                                                                                                                                        | Scope Assumptions |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Bank Account Management | Financial Institutions or banks                                                                                                                                                                           | In Scope          |
| Financial Institutions  | Financial Institutions or banks                                                                                                                                                                           | Up to 1           |
| Bank Account Currency   | Bank Accounts; multi-currency-enabled bank accounts                                                                                                                                                       | Up to 1           |
| Bank Accounts           | Bank accounts linked to banks                                                                                                                                                                             | Up to 20          |
| Custom Validations      | Defined transactional validations that help workers identify transaction issues                                                                                                                           | Up to 10          |
| Settlement              | Process that facilitates all in-scope payments                                                                                                                                                            | In Scope          |
| First Notice Rules      | Functionality that allows Workday to build reconciliation rules for common items on bank statements (bank fees, ZBA xfers, interest earned, etc.). Without this only checks & deposits can be reconciled. | Up to 15          |

| Functional Area                                       | Feature Definition                                                                                                        | Scope Assumptions                                                                                                                                                                                                                                                             |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Ad Hoc Payment                                        | Ability to create Ad Hoc Payments                                                                                         | Included Business Process                                                                                                                                                                                                                                                     |
| Delivered Bank Reconciliation Matching Rules          | Delivered Rules only, excludes custom matching rules                                                                      | In Scope                                                                                                                                                                                                                                                                      |
| Check Printing                                        | Strada Point of View check format only, no custom logic or layout changes                                                 | WD Delivered                                                                                                                                                                                                                                                                  |
| Bank Routing Rule                                     | Bank routing rules determine the bank accounts the settlement process uses to route payments that you initiate in Workday | In Scope, 1 per company                                                                                                                                                                                                                                                       |
| Electronic Payments                                   | ACH and Wire payments                                                                                                     | In Scope (if on integrations list)                                                                                                                                                                                                                                            |
| Bank Account Transfer for Settlement                  |                                                                                                                           | In Scope (if on integrations list)                                                                                                                                                                                                                                            |
| Ad Hoc Bank Transaction                               |                                                                                                                           | Included Business Process                                                                                                                                                                                                                                                     |
| Settlement Work Area                                  |                                                                                                                           | In Scope                                                                                                                                                                                                                                                                      |
| Bank Account Signatories and Thresholds for Reporting |                                                                                                                           | In Scope                                                                                                                                                                                                                                                                      |
| Modifiable BPs                                        |                                                                                                                           | <ul style="list-style-type: none"> <li>• Settlement Event</li> <li>• Bank Account Transfer for Settlement</li> <li>• Ad-hoc Payment Event</li> <li>• Ad-hoc Bank Transaction Event</li> <li>• Bank Account Transfer Event</li> <li>• Miscellaneous Payment Request</li> </ul> |
| Data Conversion                                       |                                                                                                                           | <ul style="list-style-type: none"> <li>• Beginning Balance - Bank account beginning balances</li> <li>• Uncashed check conversion</li> </ul>                                                                                                                                  |

### Budgets (Not Adaptive Planning)

| Functional Area  | Feature Definition                                                                                                 | Scope Assumptions                 |
|------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| Financial Budget | Financial Budget type only                                                                                         | WD Delivered                      |
| Plan Worktags    | Worktags associated to budgets                                                                                     | Up to 5                           |
| Plan Structures  | Plan structures are the foundation for plans and budgets in Workday.                                               | Up to 2                           |
| Plan Templates   | Plan templates consist of a base workbook and set configuration options to guide creation of future plan workbooks | Up to 1 for the go-live year only |

| Functional Area               | Feature Definition                                                  | Scope Assumptions     |
|-------------------------------|---------------------------------------------------------------------|-----------------------|
| Import Budget Spreadsheet via | Delivered spreadsheet integration to import budget data             | WD Delivered          |
| Budget Checking               |                                                                     | In Scope              |
| Custom Validations            | Defined rules that provide validations during the budgeting process | Excluded              |
| Budget Hierarchy              |                                                                     | Up to 1               |
| Reporting                     | Budget vs actual by cost center (Workday delivered report)          | WD Delivered          |
| Modifiable BPs                |                                                                     | Check Budget          |
| Data Conversion               |                                                                     | 2 year of Budget data |

## Supplier Accounts

| Functional Area            | Feature Definition                                                                                                                                                                                  | Scope Assumptions                                            |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| Supplier Invoice           | Physical or electronic documents from vendors providing purchase and payment information                                                                                                            | Up to 1 EIB template for all suppliers' invoices             |
| Custom Validations         | Defined transactional validations that help workers identify transaction issues                                                                                                                     | Up to 10                                                     |
| Supplier Contracts         | If Procurement is not in scope, then only functionality around Supplier Invoice Scheduling will be available.                                                                                       | In Scope for Scheduled or Manual Invoice Contract Types Only |
| Supplier Invoice Request   | Create a payment request for goods or service lines in Workday by adding invoice information to the request. After the payment requests are approved, Workday converts them into supplier invoices. | In Scope                                                     |
| Supplier Invoice Retention | Payment Retention Functionality                                                                                                                                                                     | In Scope                                                     |
| 1099 Adjustment            | Business process to enable updates to 1099's                                                                                                                                                        | In Scope                                                     |
| 1099 Suppliers             | 1099 Suppliers reporting of payment data to the IRS                                                                                                                                                 | 1099 Suppliers                                               |
| Supplier Connection        |                                                                                                                                                                                                     | In Scope                                                     |
| Prepaid Spend Amortization | Process and account for prepaid invoices and related amortization within Workday, without the need to use outside spreadsheets and manual journal entries.                                          | In Scope                                                     |

| Functional Area                     | Feature Definition                                                                                                                                                  | Scope Assumptions                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Intercompany Supplier Invoice       | Workday generated invoicing of one legal entity from another legal entity under the client's umbrella. Includes direct intercompany and pay-on-behalf of invoicing. | In Scope                                                                                                                                                                                                                                                                                                                                                                            |
| Supplier Request                    | Business process to create a supplier                                                                                                                               | In Scope                                                                                                                                                                                                                                                                                                                                                                            |
| Remittance Advice (Standard Format) | Notice of ACH remittance to suppliers                                                                                                                               | WD Delivered                                                                                                                                                                                                                                                                                                                                                                        |
| Tax Authorities                     |                                                                                                                                                                     | Up to 5                                                                                                                                                                                                                                                                                                                                                                             |
| Tax Rates                           |                                                                                                                                                                     | Up to 10                                                                                                                                                                                                                                                                                                                                                                            |
| Tax Codes                           |                                                                                                                                                                     | Up to 10                                                                                                                                                                                                                                                                                                                                                                            |
| OCR scanning                        | Workday                                                                                                                                                             | In Scope                                                                                                                                                                                                                                                                                                                                                                            |
| Modifiable BPs                      |                                                                                                                                                                     | <ul style="list-style-type: none"> <li>• Supplier Invoice</li> <li>• Supplier Change Event</li> <li>• Supplier Event</li> <li>• Supplier Invoice Request</li> <li>• Supplier Request</li> </ul>                                                                                                                                                                                     |
| Data Conversion                     |                                                                                                                                                                     | <ul style="list-style-type: none"> <li>• Suppliers and Supplier Connections with activity within 24 months preceding the go-live date</li> <li>• Open Supplier invoices for suppliers in scope in transaction currency</li> <li>• 1099 YTD balance (only applies if client is going live in middle of calendar year)</li> <li>• Supplier Invoice History – up to 2 years</li> </ul> |

## Business Assets

| Functional Area  | Feature Definition                                                                                                    | Scope Assumptions          |
|------------------|-----------------------------------------------------------------------------------------------------------------------|----------------------------|
| Issued Assets    | Assets that are held by the client's employees                                                                        | In Scope (Conversion Item) |
| Asset Accounting | Accounting treatment for registered assets                                                                            | In Scope                   |
| Asset Sharing    | Asset sharing enables the ability to split asset cost and depreciation across multiple cost centers or other worktags | In Scope                   |

| Functional Area                                      | Feature Definition                                                                                                                                         | Scope Assumptions                                                            |
|------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| Depreciation                                         | Workday provided methods of deprecating methods                                                                                                            | Up to 10 Profiles                                                            |
| Asset Book Rules                                     | Asset book rules identify capital assets and assign depreciation profiles to depreciable capital assets                                                    | Up to 10                                                                     |
| Leased Assets from Supplier Contract                 | Assets tied to a lease from supplier contracts. Procurement must be in scope                                                                               | In Scope                                                                     |
| Pooled Assets                                        | Assets that consist of a group of similar tangible items that you register as a single asset in Workday                                                    | In Scope                                                                     |
| Asset Adjustments                                    | Asset cost & in-service date adjustment events                                                                                                             | In Scope                                                                     |
| Asset Tracking                                       | Assets tracked separately without affecting any accounting activities                                                                                      | In Scope                                                                     |
| Asset Transfer                                       | Event that allows for the transfer of assets from one worker, location, or worktag to another                                                              | In Scope                                                                     |
| Asset Reclassification                               | An event that provides the ability to change spend categories and other details for capital assets with posted depreciation, reclassify the spend category | In Scope                                                                     |
| Work in Progress Capital Assets (Projects - Related) | Assets tied to the capital projects.                                                                                                                       | In Scope                                                                     |
| Asset Books                                          | For accounting and reporting purposes (i.e., tax or alternate accounting books)                                                                            | 2 Included (1 Accounting and 1 Other for reporting purposes)                 |
| Custom Validations                                   | Defined transactional validations that help workers identify transaction issues                                                                            | Up to 10                                                                     |
| Modifiable BPs                                       |                                                                                                                                                            | Asset Registration                                                           |
| Data Conversion                                      | Current Assets that are registered within the company. It is best to clean out the registry and not bring over disposed assets                             | Issued and actively depreciating capitalized assets only; up to 8,000 assets |

## Customer Accounts

| Functional Area  | Feature Definition                                                               | Scope Assumptions                                                                                 |
|------------------|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Customer Invoice | An electronic or paper document used to charge customers for goods and services. | Up to 1 Customer Invoice Layout (Configured using WD Delivered Business Form (no customizations)) |



| Functional Area                           | Feature Definition                                                                                  | Scope Assumptions                                                                                                                                                                                                 |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Customer Payment                          | An electronic or physical payment by a customer for goods and services                              | In Scope                                                                                                                                                                                                          |
| Customer Payment Application Rules        | Payment auto-application rules                                                                      | WD Delivered only - up to 8                                                                                                                                                                                       |
| Intercompany Invoice                      | Ability to raise invoices to affiliated entities not on Workday Solution (or not in Client Tenant). | In Scope                                                                                                                                                                                                          |
| Customer Invoice Maintenance              |                                                                                                     | In Scope                                                                                                                                                                                                          |
| Customer Statement (Standard Layout)      | A report that details a customer's open balance, open invoices, and payments                        | Up to 1 Customer Statement Layout (Configured using Delivered Business Form, no customizations).                                                                                                                  |
| Cash Sale                                 | Sales conducted in cash vs electronic payments                                                      | In Scope                                                                                                                                                                                                          |
| Customer Refund                           | Business process that determines how customer refunds are handled                                   | In Scope                                                                                                                                                                                                          |
| Deferred Revenue Recognition              | Revenue recognition using deferred revenue schedules                                                | WD Delivered functionality unless Revenue Management is in scope.                                                                                                                                                 |
| Customer Deposit                          | Customer payment deposited on a bank account                                                        | In Scope                                                                                                                                                                                                          |
| Bad Debt Write Off                        | Method of writing off customer open balances                                                        | In Scope                                                                                                                                                                                                          |
| Receivable Aging                          | Tracking and reporting of the open customer invoices by time period                                 | In Scope                                                                                                                                                                                                          |
| Collections and Dispute Activities        | Tracking and reporting of customer collections and dispute activities                               | In Scope                                                                                                                                                                                                          |
| Custom Validations                        | Defined transactional validations that help workers identify transaction issues                     | Up to 10                                                                                                                                                                                                          |
| Tax                                       | Tax codes, rates, and authorities                                                                   | As outlined in Supplier Accounts                                                                                                                                                                                  |
| Modifiable BPs                            |                                                                                                     | <ul style="list-style-type: none"> <li>• Customer Invoice Event</li> <li>• Customer Invoice Email Event</li> <li>• Bad Debt Write Off Event</li> <li>• Customer Refund Event</li> <li>• Customer Event</li> </ul> |
| Custom Advanced Payment Application Rules |                                                                                                     | Excluded                                                                                                                                                                                                          |
| Consolidated Invoice                      |                                                                                                     | Excluded                                                                                                                                                                                                          |
| Dunning Letters                           |                                                                                                     | Excluded                                                                                                                                                                                                          |

| Functional Area | Feature Definition | Scope Assumptions                                                                                                                                                                                 |
|-----------------|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Data Conversion |                    | <ul style="list-style-type: none"> <li>Only Customers with activity within the last 15 months preceding go-live date.</li> <li>Open Account Receivables Items in transaction currency.</li> </ul> |

## Procurement

| Functional Area                  | Feature Definition                                                                                                                                                                     | Scope Assumptions                  |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| Requisition                      | Provides a method for worker to request the purchase of goods/services                                                                                                                 | In Scope                           |
| Purchase Order                   | Provides a method for sending purchasing document to supplier                                                                                                                          | In Scope                           |
| Change Order                     | Create change orders for issued purchase orders                                                                                                                                        | In Scope                           |
| Receipt Accruals                 | Configuration to accrue purchase order lines that have been received but not invoiced                                                                                                  | In Scope                           |
| Punchout Configuration           | Catalog capability to access supplier punchout website.<br>Note – This is the functional effort. Must ensure integrations are included in the Integrations section.                    | Up to 3                            |
| Procurement Card                 |                                                                                                                                                                                        | In Scope (if on integrations list) |
| Supplier Invoice Matching        | Process that determines variances between supplier invoices and related business documents, including supplier invoice lines that exceed quantities or amounts of purchase order lines | In Scope                           |
| Supplier Contract                | Provides spend vehicle for procuring goods and services. Allows for scheduled and manual purchase orders and supplier invoicing.                                                       | In Scope                           |
| Lease Contracts                  | Set up supplier contract that includes Financial and Operating leases                                                                                                                  | In Scope                           |
| Purchase Order (Standard Layout) | Workday delivered Purchase Order layout only                                                                                                                                           | WD Delivered                       |
| Receipt                          | Receive goods and services from Purchase Order lines                                                                                                                                   | In Scope                           |
| Sourcing                         | Requisitions sourced to purchasing documents                                                                                                                                           | In Scope                           |
| Return to Supplier               | Return goods to suppliers                                                                                                                                                              | In Scope                           |

| Functional Area             | Feature Definition                                                                                           | Scope Assumptions                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Matching Override           | Define reasons for workers to request an override for supplier invoices in match exception                   | In Scope                                                                                                                                                                                                                                                                                                                                                                  |
| Supplier Contract Amendment | Set up payment withholding to capture and track payment amounts using purchase orders and supplier contracts | In Scope                                                                                                                                                                                                                                                                                                                                                                  |
| Payment Retention           | You can set up retention to capture and track retention amounts using purchase orders and supplier contracts | In Scope                                                                                                                                                                                                                                                                                                                                                                  |
| Custom Validations          | Defined transactional validations that help workers identify transaction issues                              | Up to 10                                                                                                                                                                                                                                                                                                                                                                  |
| Modifiable BPs              |                                                                                                              | <ul style="list-style-type: none"> <li>• Requisition Event</li> <li>• Change Order Event</li> <li>• Purchase Order Event</li> <li>• Supplier Accounts Match Exception Override Event</li> <li>• Supplier Contract Event</li> <li>• Supplier Contract Amendment Event</li> <li>• Purchase Item Event</li> <li>• Procurement Card Transaction Verification Event</li> </ul> |
| Data Conversion             |                                                                                                              | <ul style="list-style-type: none"> <li>• Up to 400 Open Purchase Orders (includes both goods and services)</li> <li>• Up to 100 Open Supplier contracts</li> <li>• Receipts for Open Purchase Orders</li> </ul>                                                                                                                                                           |

## Projects

| Functional Area                  | Feature Definition                                                                                       | Scope Assumptions |
|----------------------------------|----------------------------------------------------------------------------------------------------------|-------------------|
| Project                          | Objects that enable you to effectively plan, track, and manage work                                      | In Scope          |
| Task                             | Tasks are associated to projects                                                                         | In Scope          |
| Project Resources                | Resources that can be assigned to a project                                                              | In Scope          |
| Workday Standard Project Reports | Workday provided project reporting                                                                       | WD Delivered      |
| Idea                             | Task that allows users to submit an idea for work/project that supports an overarching organization goal | In Scope          |

| Functional Area           | Feature Definition                                                                                | Scope Assumptions                                                                                                                                                                                                                |
|---------------------------|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project Budgets           |                                                                                                   | In Scope                                                                                                                                                                                                                         |
| Standard Cost Rate Sheets |                                                                                                   | In Scope                                                                                                                                                                                                                         |
| Project Cost Rate Rules   | Condition rules that will drive costing functionality when using Standard Cost Rate functionality | Low to Medium Complexity up to 3 dimensions                                                                                                                                                                                      |
| Custom Validations        | Defined transactional validations that help workers identify transaction issues                   | Up to 10                                                                                                                                                                                                                         |
| Modifiable BPs            |                                                                                                   | <ul style="list-style-type: none"> <li>Create Project</li> <li>Verify Capital Project Expense</li> <li>Resource Plan Line</li> </ul>                                                                                             |
| Data Conversion           |                                                                                                   | <ul style="list-style-type: none"> <li>Active Projects (up to 1,000) <ul style="list-style-type: none"> <li>Project Plan</li> <li>Resource Plan</li> <li>Task Resource</li> <li>Associated Project Budget</li> </ul> </li> </ul> |

## Strategic Sourcing - Expert

| Product                   | Description          | Scope                                                                                                        |
|---------------------------|----------------------|--------------------------------------------------------------------------------------------------------------|
| Strategic Sourcing Expert | System Configuration | Configure global settings                                                                                    |
|                           |                      | Configuration of Single Sign-On access.                                                                      |
|                           |                      | Configuration of API Tokens for Supplier Connector. Only applies if Supplier Connector is in scope           |
|                           | Suppliers            | Configure custom field groups and custom fields required for the Supplier Profile                            |
|                           |                      | Provide Supplier import template. Supplier import is only in scope if the Supplier Connector is out of scope |
|                           |                      | Import up to 25,000 Suppliers. Supplier import is only in scope if the Supplier Connector is out of scope    |
|                           | Sourcing             | Configure RFx Template(s), including the description, questionnaires & worksheets                            |
|                           |                      | 3 RFx templates for Expert                                                                                   |
|                           |                      |                                                                                                              |
|                           | Intake               | Configure Intake Routing Rules (Projects and/or Contracts)                                                   |
|                           |                      | Configure fields included on Intake per Project and/or Contract type                                         |
|                           |                      | Configure up to 20 Intake Routing Rules                                                                      |
|                           | Pipeline Projects    | Edit default fields and configure custom fields & custom field groups                                        |
|                           |                      | Configure up to 3 Pipeline Project Types                                                                     |
|                           |                      | Customize Project layouts                                                                                    |

|  |                     |                                                                                      |
|--|---------------------|--------------------------------------------------------------------------------------|
|  |                     | Configure Financial Details settings                                                 |
|  |                     | Provide Project import template                                                      |
|  |                     | Data must be formatted per Workday's import template requirements & data validations |
|  |                     | Import up to 5,000 Pipeline Projects.                                                |
|  | Supplier Management | Configure Standard Onboarding form. In Scope for Unified Supplier Onboarding only.   |
|  |                     | Configure custom form templates                                                      |
|  |                     | Configure form Approval Groups                                                       |
|  |                     | Configure form-to-profile data mapping                                               |
|  |                     | Customize Supplier Onboarding Project layout, incl. custom fields                    |
|  |                     | Configure Performance Review master template & sub-templates                         |
|  |                     | Customize Performance Review Project layout, incl. custom fields                     |
|  | Sourcing Contracts  | Configure up to 4 Contract Types                                                     |
|  |                     | Configure custom fields and custom field groups                                      |
|  |                     | Customize Contract layouts                                                           |
|  |                     | Configure Approval Groups & Approval Rules                                           |
|  |                     | Configure Contract templates                                                         |
|  |                     | Provide Contract import template                                                     |
|  |                     | Data must be formatted per Workday's import template requirements & validations      |
|  |                     | Import up to 5,000 Sourcing Contracts and attachments.                               |

#### Integrations:

|   |                                                        |                            |
|---|--------------------------------------------------------|----------------------------|
| # | INT6180 - Strategic Sourcing Supplier Synchronization  | Workday Strategic Sourcing |
| # | INT6206 - Strategic Sourcing Contracts Synchronization | Workday Strategic Sourcing |

#### Expenses

| Functional Area             | Feature Definition                                                     | Scope Assumptions   |
|-----------------------------|------------------------------------------------------------------------|---------------------|
| Expense Reports for Workers | Allows for workers to submit reimbursable and credit card expenses     | Included            |
| Mileage Rates               | Mileage rates held in a mileage rate table assigned to an expense item | Up to 1 per country |
| Expense Report Payment      | Method of settling expense report payment obligations                  | Included            |
| Create Delegation           | Delegating admin rights to approve and execute expense reports         | Included            |

| Functional Area                                                                        | Feature Definition                                                                                                                                                 | Scope Assumptions                                                                                                 |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| Expense Items                                                                          |                                                                                                                                                                    | Up to 30                                                                                                          |
|                                                                                        |                                                                                                                                                                    |                                                                                                                   |
| Workday delivered Expense Item Attributes                                              | Workday delivered attributes tied to a specific expense item                                                                                                       | Included                                                                                                          |
| Configurable Expense Item Attributes                                                   | Configurable reporting attributes tied to a specific expense item                                                                                                  | Up to 5                                                                                                           |
| Expense Report Instructions                                                            | Configured user instructions to provide a communication to user during expense report entry (Spend Instructions - Expense Report)                                  | Included                                                                                                          |
| Mobile Enablement                                                                      | Enable Workday mobile apps for Expenses to collect receipts and submit expense reports                                                                             | Included                                                                                                          |
| Payment Election                                                                       | Allows users to enter payment elections utilizing self-service                                                                                                     | Included                                                                                                          |
| Expense Report for Pre-Hire                                                            | Enable Create Expense Report event to detail expenses incurred by pre-hires to report and analyze company spend                                                    | Included                                                                                                          |
| Guest                                                                                  | Enable Create Expense Report event to detail expenses incurred by guests to report and analyze company spend.                                                      | Included                                                                                                          |
| Custom Validations                                                                     | Data validations on Expense Reports                                                                                                                                | Up to 10 Custom Validations                                                                                       |
| Expense Rate Table                                                                     | Expense rate tables are used to determine eligibility and reimbursement amounts for expense items on expense reports, such as a mileage rate tables and per-diems. | Up to 5                                                                                                           |
| Simple Per Diem (non-Travel Journal)                                                   |                                                                                                                                                                    | Up to 10                                                                                                          |
| Any Credit Card Integrations in Scope for Expenses related to Worker T&E Expenses Only |                                                                                                                                                                    | If Integration is In Scope                                                                                        |
| Mileage Distance Calculation                                                           | API connection with Google Maps to calculate reimbursement rates                                                                                                   | Included                                                                                                          |
| Modifiable BPs                                                                         |                                                                                                                                                                    | <ul style="list-style-type: none"> <li>Expense Report Event</li> <li>Payment Election Enrollment Event</li> </ul> |
|                                                                                        |                                                                                                                                                                    |                                                                                                                   |

## Prism Analytics Enterprise

**Prism for Archival:** Strada will implement the PRISM platform to portray City of Plymouth’s legacy/historical data. This deployment will consist of:

- Import PRISM objects to Workday Tenants in support of 6 archival reporting use cases.

| Functional Area              | Functionality                                                                                                                                       | Assumption                                                                                        |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Prism                        | External files (Customer defined layout)                                                                                                            | Delimited flat file(s) per use case                                                               |
| Prism objects/ETL datasets   | Base tables                                                                                                                                         | 6 Total: 1 per use case (depending on data volume, extracts may need to be batched prior to load) |
|                              | Derived datasets                                                                                                                                    | 6 Total: 1 per use case                                                                           |
|                              | Published datasets                                                                                                                                  | 6 Total: 1 per use case                                                                           |
| Reporting                    | Custom report                                                                                                                                       | 6 Total: 1 per use case                                                                           |
|                              | Dashboards                                                                                                                                          | Excluded                                                                                          |
|                              | Scorecards                                                                                                                                          | Excluded                                                                                          |
|                              | BIRT reports                                                                                                                                        | Excluded                                                                                          |
|                              | Discovery Board visualizations                                                                                                                      | Excluded                                                                                          |
| Integrations                 | Workday Connectors (cloud connect or core connectors)                                                                                               | Excluded                                                                                          |
|                              | EIB integrations                                                                                                                                    | Excluded                                                                                          |
|                              | Prism integrations                                                                                                                                  | Excluded                                                                                          |
| Security                     | Enable the Workday delivered Prism functional area, Security Domains and Assignable Roles.                                                          | Included                                                                                          |
|                              | Enable one Custom Security Domain or apply one existing Security Domain to secure the Prism published data source.                                  | Included                                                                                          |
|                              | Create a new Prism Administrator security group and enable required access to the Workday delivered Prism Security Domains.                         | Included                                                                                          |
|                              | Enable one of following organizations as securing entities (Company, Cost Center, Location, or Supervisory Organization)                            | Excluded                                                                                          |
|                              | Enable a separate Security Domain for specific packaged fields.                                                                                     | Excluded                                                                                          |
| Analytics Enablement Session | Provide a 1 hour analytics enablement session to demo full Prism capabilities and review accelerators and or more sophisticated customer use cases. | Included                                                                                          |

#### Additional Assumptions

- Any changes to the packaged content of this Statement of Work will be discussed by Strada and the Client and handled through a Change Order Process

## Data Conversion

1. Client Data will be transmitted to Strada via secure File Transfer Protocol (SFTP), referred to in Appendix B as Strada MFT / Move IT and will be loaded to a Strada owned secure server. All data will be loaded into the applicable Tenant utilizing Workday approved web-services. Once conversion into the Workday Tenant has completed for the related Tenant build the data will be deleted in the secure server.
2. Assumes Client ownership of updating invalid data, headers, and file format of submitted conversion files with minimal Strada manipulation of client delivered information. By default, Strada will not perform reloads of major conversion files after the final data due date for each build. If such reloads or further data clean-up/reload time are needed, these should be discussed and are subject to a Change Order.
3. The following Tenant builds, and associated conversions will be completed for this effort by Strada:
  - a. Foundation Tenant used for architecture and unit testing activities
  - b. End-to-End Tenant used for formalized testing activities
  - c. Pre-Production Tenant used for deployment and cutover activities, and becomes the Production Tenant.
4. Client Responsibilities:
  - a. Extracting and mapping legacy data for each Tenant build.
  - b. Providing conversion and configuration data in the required data gathering format. All data extract files will be submitted in the pipe-delimited, UTF8, text file-format.
  - c. Client acknowledges that provided files that do not meet this format will require additional work and support from the Strada resources. This will result in additional effort to be reviewed and resolved through the Change Order Process.
  - d. Client will provide all files in time to support the project timeline and duration. Any source-data errors encountered will be Client's responsibility to correct.
  - e. Client is responsible for data validation of all files converted into the Workday Tenant to ensure accuracy.
  - f. No data scrambling will be required to fulfill the effort defined in this document.
  - g. Client is responsible for all non-web-service based conversion activities. This includes, but is not limited to, any enterprise-interface-builder (EIB) files and manually keyed catch-up transactions. Catch-up transactions include all modifications in client datasets between the extraction point-in-time for the Tenant build and the release of the Tenant by the Strada team. Strada conversion and functional resources support this effort through answering questions on load nuances and assisting in error resolution.

## Integration Scope and Assumptions

Workday provides an integration platform that can be configured to enable the extraction and loading of data in a variety of required formats and using industry-standard protocols

### Integrations Assumptions

1. For inbound integrations (data originates in an external system and is loaded into Workday Solution), Client or related third party will be responsible for providing the Client Data in a Workday-specified format.
2. For outbound integrations (data originates in Workday Solution and is sent to an external system), the integration owner will be responsible for the effort required to extract the Client Data out of the Workday Solution into the format required by Client or third party.
3. For bidirectional integrations both in/out happen within the same integration process and therefore would count as a single integration. The integration owner and related third party will be responsible for providing the data in a Workday-specified format.



4. Strada and Client will use Strada's proprietary integration database ("**Strada Development Catalog**") (which is a Tool) to capture requirements, store designs, track status and track Defects on each integration that is in scope.
5. Client will inform and secure, with Strada's assistance and cooperation, necessary contracts for each in scope integration with the vendor prior to Customer Confirmation sessions for integrations.
6. Client responsible for scheduling the initial vendor sessions, coordinating with each Party's integration team.
7. Client and Strada will finalize the initial inventory of integrations in the project scope by the completion of the Plan stage. The inventory will identify the integration, the direction of the integration and the integration technology used. Strada will manage this Deliverable.
8. Any integration added to scope after the completion of Plan stage will be documented through the Change Order procedure and will be delivered after the Move to Production Date at a date identified in the Change Order.
9. Strada will conduct integrations workshops in the Architect & Configure stage for each in scope integration, if Client doesn't have all necessary information Strada will assist in obtaining all necessary information.
10. Client, with assistance from Strada, will provide specifications and answer discovery questionnaires for each interface prior to integration workshops conducted during the Architect & Configure stage.
11. Client will approve documented requirements for Strada owned integrations within 5 business days of receiving draft documents from Strada.
12. Strada will generate a design for each integration during the Architect & Configure stage.
13. The integration owner will build and unit test each integration during the Architect & Configure stage based on a mocked-up file. Unit testing for outbound integration is the process of verifying that the output file from the integration matches the requirements and the identified unit test cases are completed successfully. When possible, in the Architect & Configure stage, the integration owner will receive and load a file from the vendor to ensure that it passes basic formatting, transmission and structural needs. If not possible in the Architect & Configure stage this will be done as part of End-to-End testing.
14. For inbound integrations, unit testing is a verification of the process to import a file to Workday Solution. Securing a sample file from the integration vendor to support this test is the ideal approach. If this is not possible, the integration owner will mockup a test file and testing with the vendor will happen as part of End-to-End testing.
15. Client will be responsible for executing all End-to-End integration testing during the Test stage. End-to-End Testing for integrations is the process of having scenarios flow from entry into Workday Solution through to the creation of data in an outbound file or the inverse of validating that data received in an inbound file for specific scenarios has created the expected results in Workday Solution.
16. Strada will demonstrate to Client how to run the integrations for testing for all Strada owned integrations
17. Strada will support testing during the Test stage for each Defect logged. If a Defect goes beyond the current documented requirement for each functional and technical area for the integration(s), an enhancement will be documented and may be delivered after Move to Production Date depending on complexity.
18. Client will provide testing signoff for each integration prior to the end of the Test stage or the Parties will determine and document how Strada will correct Strada owned integrations that still have Defects at the end of the Test stage so that they can go live at the Move to Production Date or what the remediation plan looks like for identifying an interim solution to make sure ongoing business operations are not impacted.
19. Strada will facilitate knowledge transfer sessions to transition integrations to the appropriate Client resources during the Deploy stage to validate the customer is able to successfully run integrations and interpret basic results for all Strada owned integrations.
20. All in-scope integrations with approved requirements will be expected to go live within the deployment timeline in the Deploy stage unless specified directly.
21. Client will own and manage all interaction with third party vendors outside of Strada and Workday with Strada's cooperation.
22. Client assumes responsibility for any delays incurred by third party vendor's (except for Workday who is not a third party vendor for this project) inability to meet project timelines.

23. All integrations will be migrated twice, once as part of the End-to End Tenant build, and once as part of the Pre-Production Tenant build.
24. All integrations are scoped by Strada to be built on the Workday integration platform (e.g., Workday Cloud Connect, Core Connectors, EIB, Studio). In the case where Client wants to build an interface using a different platform, via middleware or otherwise, this decision must be vetted to compare overall cost and timeline and may require a Change Order to proceed.
25. All integrations are assumed to use Workday's integration framework accelerators and connectors as appropriate. Examples include the HCM change framework and the Workday payroll interface framework. The Workday payroll interface framework returns information sufficient to process the current pay period. The Workday payroll interface framework may consist of full employee extract files or employees' data change files that contain employee demographics, job, organization, compensation, earnings/deductions, and direct deposit data. We also assume Workday Cloud Connect Benefits connectors will be used if available. Any custom interface not accomplished using the framework accelerators may result in additional effort. For Cloud Connect integrations, Strada will be responsible for configuring, testing, and deploying the integrations with build performed by Workday as part of Workday's packaged Cloud Connect network.
26. If not already conducted, Strada recommends an assessment of all integrations listed to determine if the transaction volumes for each warrant the development of an automated integration.
27. Unless otherwise specified in integration Assumptions, Strada is not responsible for loading information directly into the target system or for extracting information directly from the target system.
28. Where Client or the Client's vendor will build an API to access Workday data via web service, Strada will provide minimal/basic input on Workday's API framework but expects the Client or vendor to have sufficient and applicable expertise around API usage.

### Integration Types:

The following Workday integration template types are available for configuration:

- Core Connector: Workday's generic output integration templates also referred to as Framework
- Custom EIB: Workday's custom integration platform templates using the Enterprise Integration Builder (EIB)
- Custom Studio: Workday's custom integration platform templates using the Studio development tool.
- Workday Public Web Services: Workday's delivered application programming interface (API) services
- Reports as a Service: Workday's integration technology allowing reports to be exposed through public APIs
- Cloud Connect: Workday's vendor-specific integration templates also referred to as Packaged. Cloud Connect integrations use standardized formats (e.g., HIPPA 834/5010; NACHA) or proprietary formats developed for each vendor. If the format required does not currently exist in a Cloud Connect network, Strada will submit a new development request to Workday.

Integration complexity is determined by: Data Volume, Integration to/from Workday, a.k.a. "Boomerang Integrations", API vs. File, Formatting Requirements, Pre-processing steps, and Auditing

The following table describes how these integration types relate to assumed development complexity:

| Integration Complexity | Estimated Hour Range |
|------------------------|----------------------|
| Low                    | 20-59                |
| Medium                 | 60-79                |

|           |       |
|-----------|-------|
| High      | 80-99 |
| Very High | 100+  |

#### Integration Inventory:

Based on Strada's review of Client's requirements as part of the Due Diligence Materials, Strada has determined the following number of integrations are needed . However, based on detailed discussing during Plan and Architect & Configure stages this number could change.

| Integration Owner         | Integration Count |
|---------------------------|-------------------|
| Strada                    | 48                |
| Shared                    | 0                 |
| Client                    | 0                 |
| <b>Total Integrations</b> | 48                |

Integrations not explicitly listed in the integration inventory are considered out of scope, the specific integrations in scope are:

| Integration ID | Strada Integration Name         | Direction | Complexity | Owner  |
|----------------|---------------------------------|-----------|------------|--------|
| INT001         | ArcGIS Location Data Outbound   | Outbound  | Medium     | Strada |
| INT002         | WEX FSA                         | Outbound  | Medium     | Strada |
| INT003         | NCPERS Life Insurance           | Outbound  | Medium     | Strada |
| INT004         | New York Life STD & LTD         | Outbound  | Medium     | Strada |
| INT005         | VEBA HRA Medical                | Outbound  | Medium     | Strada |
| INT006         | Benefits Dental                 | Outbound  | Medium     | Strada |
| INT007         | Benefits Vision                 | Outbound  | Medium     | Strada |
| INT008         | Cobra New Hires                 | Outbound  | Medium     | Strada |
| INT009         | Cobra Life Events               | Outbound  | Medium     | Strada |
| INT010         | PERA Retirement Election        | Inbound   | High       | Strada |
| INT011         | PERA Retirement Payroll Actuals | Outbound  | Medium     | Strada |
| INT012         | ICMA Retirement Election        | Inbound   | High       | Strada |
| INT013         | ICMA Retirement Payroll Actuals | Outbound  | Medium     | Strada |
| INT014         | VOYA Retirement Election        | Inbound   | High       | Strada |
| INT015         | VOYA Retirement Payroll Actuals | Outbound  | Medium     | Strada |
| INT016         | MNDP Retirement Election        | Inbound   | High       | Strada |
| INT017         | MNDP Retirement Payroll Actuals | Outbound  | Medium     | Strada |

|        |                                                               |                |        |        |
|--------|---------------------------------------------------------------|----------------|--------|--------|
| INT018 | Fire Department Time Tracking Import                          | Inbound        | High   | Strada |
| INT019 | US Bank P-Card Transactions                                   | Inbound        | High   | Strada |
| INT020 | VCS Police Time Tracking Import                               | Inbound        | High   | Strada |
| INT021 | Azure Active Directory Inbound                                | Inbound        | Medium | Strada |
| INT022 | Azure Active Directory Outbound                               | Outbound       | Low    | Strada |
| INT023 | Single Sign On                                                | Bi-directional | Low    | Strada |
| INT024 | E-Verify                                                      | Bi-directional | Low    | Strada |
| INT025 | Verified Credentials                                          | Bi-directional | High   | Strada |
| INT026 | Positive Pay for Payroll and AP                               | Outbound       | Low    | Strada |
| INT027 | Bank Direct Deposit                                           | Outbound       | Medium | Strada |
| INT028 | Payroll Tax Reporting Periodic                                | Outbound       | Medium | Strada |
| INT029 | Payroll Tax Reporting Monthly                                 | Outbound       | Medium | Strada |
| INT030 | Payroll Tax Reporting Quarterly                               | Outbound       | Medium | Strada |
| INT031 | US Bank BAI2 Bank Statement Inbound                           | Inbound        | Low    | Strada |
| INT032 | ACH - Supplier Payments Outbound                              | Outbound       | Low    | Strada |
| INT033 | Wire - Supplier Payments Outbound                             | Outbound       | Low    | Strada |
| INT034 | SpryPoint - Financial Foundational Data - Chart of Accounts   | Outbound       | Medium | Strada |
| INT035 | SpryPoint - Workday Asset Outbound                            | Outbound       | Low    | Strada |
| INT036 | SpryPoint - Customer Rebate Ad Hoc Payments for 1099 Outbound | Outbound       | Low    | Strada |
| INT037 | SpryPoint - Accounting Journals Inbound                       | Inbound        | Medium | Strada |
| INT038 | Cashiering Accounting Journals Inbound Vendor TBD             | Inbound        | Medium | Strada |
| INT039 | RecTrac Parks and Rec Payments Inbound                        | Inbound        | Medium | Strada |
| INT040 | BS&A Building and Planning Payments Inbound                   | Inbound        | Medium | Strada |
| INT041 | Misc Payments Inbound Vendor TBD                              | Inbound        | Medium | Strada |
| INT042 | MN Child Support                                              | Outbound       | Medium | Strada |
| INT043 | Journals for Sympro                                           | Inbound        | Medium | Strada |
| INT044 | ClearGov Budget Data Import                                   | Inbound        | Medium | Strada |
| INT045 | ClearGov FDM Outbound                                         | Outbound       | Medium | Strada |
| INT046 | ClearGov Actuals Outbound                                     | Outbound       | Medium | Strada |
| INT047 | Punchout Amazon                                               | Bidirectional  | High   | Strada |
| INT048 | Punchout TBD                                                  | Bidirectional  | High   | Strada |

### Strada Owned Approach

Strada fully owns the requirements gathering, design, building testing and migration of integrations. These integrations will be denoted as “Strada” in the integration table.

| Assumption                       | Description                                                                                   |
|----------------------------------|-----------------------------------------------------------------------------------------------|
| Ownership of Cloud Connect       | The development of Cloud Connect interfaces must be owned by Strada per Workday's guidelines. |
| Requirements and design          | Strada will be responsible for requirements gathering.                                        |
| Migration of configuration       | Strada will include Client's Workday integration configuration in its migration process.      |
| Development, testing and support | Strada will own the development, testing and support of these integrations.                   |

## Appendix B

### Strada Tools and Functions Served

| Function Served                              | Tool Name          | Technology Used | Notes                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------------|--------------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project Governance and Collaboration</b>  | Client Project Hub | Smartsheet      | <ul style="list-style-type: none"> <li>• Client Project Hub allocated in Smartsheet upon signing of agreement</li> <li>• All project controls originate from project hub, including project plan, issues log, workstream breakout information, and status reporting</li> <li>• Personally Identifiable Information (PII) cannot be used on the Project Hub</li> <li>• Use of additional project management controls or tools will require change request</li> </ul> |
| <b>Document Sharing and Document Library</b> | Client Project Hub | Smartsheet      | <ul style="list-style-type: none"> <li>• Document Library created as part of project hub allocated upon signing of agreement</li> <li>• Personally Identifiable Information (PII) cannot be used on in the Document Libraries</li> <li>• Use of additional document libraries or document repositories will require change request</li> </ul>                                                                                                                       |
| <b>Meeting Collaboration Technology</b>      | Microsoft Teams    | Microsoft Teams | <ul style="list-style-type: none"> <li>• Strada Microsoft Teams will be used for meeting administration</li> <li>• Instant Messaging currently only available for Strada internally; if required, Strada will consider alternatives</li> <li>• Changes to meeting collaboration approach requires change request</li> </ul>                                                                                                                                         |

|                                                                            |                                    |                |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------|------------------------------------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Data Validation</b>                                                     | Strada Data Conversion Accelerator | Proprietary    | <ul style="list-style-type: none"> <li>• Data Validation is performed by Strada Data Conversion Accelerator and provides rapid Internal Review of data</li> <li>• Data Validation is non-cloud based and cannot execute in a Virtual Desktop Instance (VDI) environment</li> <li>• Use of VDI, additional Data Validation technologies, or additional data quality management (DQM) tools will require a change request</li> </ul> |
| <b>Integrations Requirements</b>                                           | Strada Development Catalog         | Proprietary    | <ul style="list-style-type: none"> <li>• Integration requirements and integrations status tracked in Strada's proprietary Strada Development Catalog</li> <li>• Use of Strada Development Catalog is endemic throughout Strada project lifecycle and expediting integrations development</li> <li>• Use of alternate integration requirements gathering mechanisms will require a change request</li> </ul>                        |
| <b>Security Data Transfer</b>                                              | Strada MFT / Move IT               | Proprietary    | <ul style="list-style-type: none"> <li>• Sensitive data that includes PII will be transferred between the client and Strada using Strada's Managed File Transfer (MFT) tool</li> <li>• Use of alternative or additional MFT tools will require a change request</li> </ul>                                                                                                                                                         |
| <b>Configuration Unit Test Tracking and End-to-End (E2E) Test Tracking</b> | Strada JIRA Instance               | Atlassian JIRA | <ul style="list-style-type: none"> <li>• Test tracking will be performed in Strada's instance of JIRA</li> <li>• Strada's testing and implementation methodology for Test phases is deeply connected with use of the JIRA tool</li> <li>• Use of alternative or additional Testing tools will require a change request</li> </ul>                                                                                                  |

|                                 |                                               |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------|-----------------------------------------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Parallel Comparison Tool</b> | Strada Payroll<br>Parallel<br>Comparison Tool | Proprietary | <ul style="list-style-type: none"> <li>• Test tracking will be performed in Strada's instance of JIRA</li> <li>• Strada's parallel payroll approach deeply connected with use of the internal parallel comparison tool</li> <li>• Workday's PROVE tool will not be used</li> <li>• Use of additional parallel comparison tools will require a change request</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Project Tool</b>             | Hardware                                      | Laptops     | <ul style="list-style-type: none"> <li>• Onboarding: If applicable, Client laptops must be delivered to Strada local office per each resource onboarded to the project</li> <li>• Compatibility: Strada WD tools must have load permissions into the client laptop, e.g., Strada Data Conversion Accelerator, payroll parallel comparison</li> <li>• Productivity and Efficiency: Strada will not use client email or messaging tool</li> <li>• Technical Support: The client must provide technical support for their laptop</li> <li>• Ownership and responsibility: Strada is not responsible for damaged hardware</li> <li>• Licensing: The client is responsible for software licensing needed for the Project</li> <li>• Exit: The client covers shipping costs for all laptop resources and the removal process of all Strada proprietary tools.</li> </ul> |
| <b>Project Tool</b>             | Hardware                                      | VPN         | <ul style="list-style-type: none"> <li>• Strada uses a secure method of logging into Strada system through VPN</li> <li>• Strada team cannot access tools that house client-specific data without logging in through VPN</li> <li>• Use of client VPN will require a change request and could potentially impact the timeline</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |



## Appendix C

### Roles and Availability

Client Team roles and responsibilities required for this SOW are described below. The extent of each team member's involvement will vary by task as defined in the Project Plan.

FTE per Stage means the amount of FTE that is to be provided during the applicable phase represented in a column.

This chart is only an estimate of time for the City's project team based on prior projects of similar size and scope but we cannot predict knowledge skills and abilities of City assigned resources therefore it may take more or less hours to complete the assigned tasks.

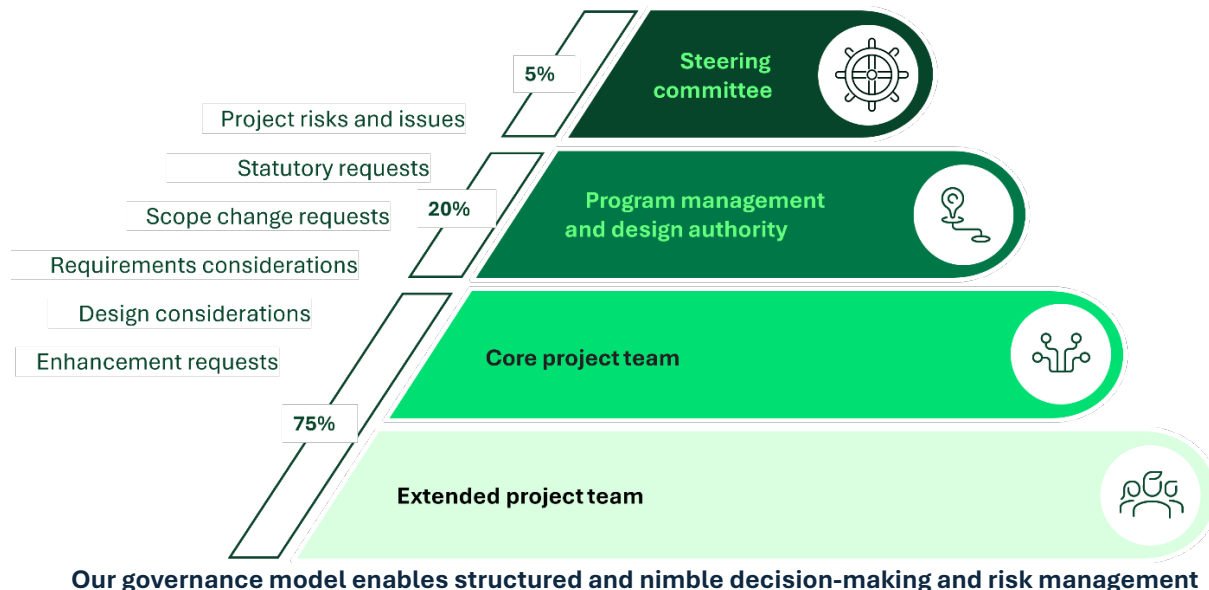
|                                            |                              | FTE per Stage |      |                    |      |        |           |      |
|--------------------------------------------|------------------------------|---------------|------|--------------------|------|--------|-----------|------|
|                                            |                              | Readiness     | Plan | Architect & Config | Test | Deploy | Post-Prod |      |
|                                            |                              | 6             | 8    | 20                 | 9    | 3      | 6         |      |
| Role                                       | Grouping                     | FTE per Stage |      |                    |      |        |           |      |
| Engagement Exec/Steering Co                | PMO                          | 0.05          | 0.02 | 0.02               | 0.02 | 0.02   | 0.02      | 0.13 |
| Project Manager                            | PMO                          | 0.27          | 0.68 | 0.68               | 0.68 | 0.68   | 0.34      | 3.31 |
| Change Management Lead                     | Org Change Management        | 0.18          | 0.29 | 0.39               | 0.72 | 0.63   | 0.43      | 2.64 |
| Training Lead                              | Org Change Management        | 0.00          | 0.07 | 0.18               | 0.72 | 0.72   | 0.11      | 1.80 |
| HR SME/BA - Core HR                        | Functional Areas & Solutions | 0.18          | 0.23 | 0.34               | 0.45 | 0.18   | 0.18      | 1.56 |
| HR SME/BA - Recruiting                     | Functional Areas & Solutions | 0.00          | 0.11 | 0.17               | 0.23 | 0.09   | 0.09      | 0.69 |
| HR SME/BA - Compensation                   | Functional Areas & Solutions | 0.00          | 0.11 | 0.17               | 0.23 | 0.09   | 0.09      | 0.69 |
| HR SME/BA - Talent                         | Functional Areas & Solutions | 0.00          | 0.11 | 0.17               | 0.23 | 0.09   | 0.09      | 0.69 |
| HR SME/BA - Benefits                       | Functional Areas & Solutions | 0.00          | 0.11 | 0.17               | 0.23 | 0.09   | 0.09      | 0.69 |
| HR SME/BA - Learning                       | Functional Areas & Solutions | 0.00          | 0.11 | 0.17               | 0.23 | 0.09   | 0.09      | 0.69 |
| HR SME/BA - Payroll                        | Functional Areas & Solutions | 0.14          | 0.23 | 0.34               | 0.45 | 0.18   | 0.18      | 1.51 |
| HR SME/BA - Absence                        | Functional Areas & Solutions | 0.00          | 0.06 | 0.09               | 0.11 | 0.05   | 0.05      | 0.34 |
| HR SME/BA - Time Tracking                  | Functional Areas & Solutions | 0.00          | 0.06 | 0.09               | 0.11 | 0.05   | 0.05      | 0.34 |
| HR SME/BA - Reporting                      | Functional Areas & Solutions | 0.18          | 0.06 | 0.09               | 0.11 | 0.05   | 0.05      | 0.52 |
| FIN SME/BA - Fins Acctg                    | Functional Areas & Solutions | 0.27          | 0.23 | 0.34               | 0.45 | 0.18   | 0.18      | 1.65 |
| FIN SME/BA - Banking & Settlement          | Functional Areas & Solutions | 0.00          | 0.11 | 0.17               | 0.23 | 0.09   | 0.09      | 0.69 |
| FIN SME/BA - Customers                     | Functional Areas & Solutions | 0.00          | 0.11 | 0.17               | 0.23 | 0.09   | 0.09      | 0.69 |
| FIN SME/BA - Suppliers                     | Functional Areas & Solutions | 0.00          | 0.11 | 0.17               | 0.23 | 0.09   | 0.09      | 0.69 |
| FIN SME/BA - Budgets                       | Functional Areas & Solutions | 0.00          | 0.05 | 0.06               | 0.09 | 0.05   | 0.05      | 0.29 |
| FIN SME/BA - Business Assets               | Functional Areas & Solutions | 0.00          | 0.11 | 0.17               | 0.23 | 0.09   | 0.09      | 0.69 |
| FIN SME/BA - Procurement                   | Functional Areas & Solutions | 0.00          | 0.11 | 0.17               | 0.23 | 0.09   | 0.09      | 0.69 |
| FIN SME/BA - Projects                      | Functional Areas & Solutions | 0.00          | 0.11 | 0.17               | 0.23 | 0.09   | 0.09      | 0.69 |
| FIN SME/BA - Grants                        | Functional Areas & Solutions | 0.00          | 0.11 | 0.17               | 0.23 | 0.09   | 0.09      | 0.69 |
| FIN SME/BA - Adaptive Planning             | Functional Areas & Solutions | 0.00          | 0.23 | 0.34               | 0.45 | 0.18   | 0.18      | 1.38 |
| FIN SME/BA - Reporting                     | Functional Areas & Solutions | 0.18          | 0.06 | 0.09               | 0.16 | 0.09   | 0.09      | 0.66 |
| Test Lead                                  | Technical Areas & Solutions  | 0.00          | 0.05 | 0.31               | 0.45 | 0.05   | 0.02      | 0.87 |
| Integration SME                            | Technical Areas & Solutions  | 0.00          | 0.01 | 0.11               | 0.23 | 0.11   | 0.11      | 0.57 |
| Technical Analyst - Integrations/Reporting | Technical Areas & Solutions  | 0.18          | 0.02 | 0.23               | 0.45 | 0.23   | 0.23      | 1.33 |
| Technical Analyst - Data Conversion        | Technical Areas & Solutions  | 0.18          | 0.32 | 0.45               | 0.45 | 0.45   | 0.23      | 2.07 |
| Security Administrator                     | Technical Areas & Solutions  | 0.00          | 0.01 | 0.11               | 0.23 | 0.11   | 0.11      | 0.57 |

|                                            |                              | Hours per Stage |        |                    |        |        |           |         |
|--------------------------------------------|------------------------------|-----------------|--------|--------------------|--------|--------|-----------|---------|
|                                            |                              | Readiness       | Plan   | Architect & Config | Test   | Deploy | Post-Prod |         |
|                                            |                              | 6.00            | 8.00   | 20.00              | 9.00   | 3.00   | 6.00      |         |
| Role                                       | Grouping                     | Hours per Stage |        |                    |        |        |           |         |
| Engagement Exec/Steering Co                | PMO                          | 10.80           | 5.40   | 13.50              | 6.08   | 2.03   | 4.05      | 41.85   |
| Project Manager                            | PMO                          | 64.80           | 216.00 | 540.00             | 243.00 | 81.00  | 81.00     | 1225.80 |
| Change Management Lead                     | Org Change Management        | 43.20           | 93.60  | 309.60             | 259.20 | 75.60  | 102.60    | 883.80  |
| Training Lead                              | Org Change Management        | 0.00            | 21.60  | 144.00             | 259.20 | 86.40  | 27.00     | 538.20  |
| HR SME/BA - Core HR                        | Functional Areas & Solutions | 43.20           | 72.00  | 273.60             | 162.00 | 21.60  | 43.20     | 615.60  |
| HR SME/BA - Recruiting                     | Functional Areas & Solutions | 0.00            | 36.00  | 136.80             | 81.00  | 10.80  | 21.60     | 286.20  |
| HR SME/BA - Compensation                   | Functional Areas & Solutions | 0.00            | 36.00  | 136.80             | 81.00  | 10.80  | 21.60     | 286.20  |
| HR SME/BA - Talent                         | Functional Areas & Solutions | 0.00            | 36.00  | 136.80             | 81.00  | 10.80  | 21.60     | 286.20  |
| HR SME/BA - Benefits                       | Functional Areas & Solutions | 0.00            | 36.00  | 136.80             | 81.00  | 10.80  | 21.60     | 286.20  |
| HR SME/BA - Learning                       | Functional Areas & Solutions | 0.00            | 36.00  | 136.80             | 81.00  | 10.80  | 21.60     | 286.20  |
| HR SME/BA - Payroll                        | Functional Areas & Solutions | 32.40           | 72.00  | 273.60             | 162.00 | 21.60  | 43.20     | 604.80  |
| HR SME/BA - Absence                        | Functional Areas & Solutions | 0.00            | 18.00  | 68.40              | 40.50  | 5.40   | 10.80     | 143.10  |
| HR SME/BA - Time Tracking                  | Functional Areas & Solutions | 0.00            | 18.00  | 68.40              | 40.50  | 5.40   | 10.80     | 143.10  |
| HR SME/BA - Reporting                      | Functional Areas & Solutions | 43.20           | 18.00  | 68.40              | 40.50  | 5.40   | 10.80     | 186.30  |
| FIN SME/BA - Fins Acctg                    | Functional Areas & Solutions | 64.80           | 72.00  | 273.60             | 162.00 | 21.60  | 43.20     | 637.20  |
| FIN SME/BA - Banking & Settlement          | Functional Areas & Solutions | 0.00            | 36.00  | 136.80             | 81.00  | 10.80  | 21.60     | 286.20  |
| FIN SME/BA - Customers                     | Functional Areas & Solutions | 0.00            | 36.00  | 136.80             | 81.00  | 10.80  | 21.60     | 286.20  |
| FIN SME/BA - Suppliers                     | Functional Areas & Solutions | 0.00            | 36.00  | 136.80             | 81.00  | 10.80  | 21.60     | 286.20  |
| FIN SME/BA - Budgets                       | Functional Areas & Solutions | 0.00            | 14.40  | 50.40              | 32.40  | 5.40   | 10.80     | 113.40  |
| FIN SME/BA - Business Assets               | Functional Areas & Solutions | 0.00            | 36.00  | 136.80             | 81.00  | 10.80  | 21.60     | 286.20  |
| FIN SME/BA - Procurement                   | Functional Areas & Solutions | 0.00            | 36.00  | 136.80             | 81.00  | 10.80  | 21.60     | 286.20  |
| FIN SME/BA - Projects                      | Functional Areas & Solutions | 0.00            | 36.00  | 136.80             | 81.00  | 10.80  | 21.60     | 286.20  |
| FIN SME/BA - Grants                        | Functional Areas & Solutions | 0.00            | 36.00  | 136.80             | 81.00  | 10.80  | 21.60     | 286.20  |
| FIN SME/BA - Adaptive Planning             | Functional Areas & Solutions | 0.00            | 72.00  | 273.60             | 162.00 | 21.60  | 43.20     | 572.40  |
| FIN SME/BA - Reporting                     | Functional Areas & Solutions | 43.20           | 18.00  | 68.40              | 56.70  | 10.80  | 21.60     | 218.70  |
| Test Lead                                  | Technical Areas & Solutions  | 0.00            | 14.40  | 244.80             | 162.00 | 5.40   | 5.40      | 432.00  |
| Integration SME                            | Technical Areas & Solutions  | 0.00            | 3.60   | 90.00              | 81.00  | 13.50  | 27.00     | 215.10  |
| Technical Analyst - Integrations/Reporting | Technical Areas & Solutions  | 43.20           | 7.20   | 180.00             | 162.00 | 27.00  | 54.00     | 473.40  |
| Technical Analyst - Data Conversion        | Technical Areas & Solutions  | 43.20           | 100.80 | 360.00             | 162.00 | 54.00  | 54.00     | 774.00  |
| Security Administrator                     | Technical Areas & Solutions  | 0.00            | 3.60   | 90.00              | 81.00  | 13.50  | 27.00     | 215.10  |

## Appendix D

### Governance Process

#### Integrated governance structure



We structured our governance model around timely, proactive communication and management to foster continued alignment of Client's objectives with Strada's guidance and delivery. The purpose is to facilitate productive interaction and cooperation between Strada and Client to support the achievement of a deployment that will be deemed highly successful.

Our governance model contains integrated meeting details that establish the frequency, inputs, objectives, outputs and attendees for all levels. Additionally, we establish the ownership of responsibilities for the team resources at all defined levels, providing clarity on who is responsible for what and that escalation procedures, when required, are agreed upon.

The Strada and Client project management team jointly conduct weekly status meetings and include a review of the accomplishments from the previous week, plans for the current week, issues prioritized for immediate resolution and a review of the updated project plan. In addition to the weekly status meetings, a risk management plan is developed during the Plan stage and jointly reviewed by the project managers monthly to evaluate existing or new risks and plan mitigation steps.

While project governance starts with program management, it also extends to active steering committee participation. Our approach requires that the steering committee encompasses at a minimum participants from Strada and Client's key stakeholders and convenes monthly throughout the project. The purpose of the steering committee is to clear organizational obstacles that are impediments to delivering the Workday Solution on time and on/under budget.

An additional and critical mechanism we employ to ensure the success of our Workday deployments is establishing a governance board. The purpose of the governance board is to enforce cross functional design standards

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established during the Architect & Configure stage throughout the execution of the initial project phase and then through subsequent phases necessary to deploy additional geographies and/or acquired companies.

We assign a Program Executive to every Strada project to participate in Steering Committee meetings and be responsible for two additional quality assurance tasks. The first is conducting an internal monthly review with the Strada project manager regarding the progress of the project versus project plan and budget to ensure that the project is on track from a timeline and budget perspective. Secondly, the Strada Program Executive is responsible for overseeing metrics by which our clients want to measure success.

In addition, the following key project management processes will be put in place:

#### Strada Project Plan

Strada creates and maintains the master Project Plan (schedule) for the implementation of Strada services with substantial input from Client. This Project Plan (in Smartsheet) is considered a joint tool and is created within the first three to four weeks of the implementation (planning period) and updated regularly (at least monthly) throughout the implementation period by agreement of the Parties.

The Project Plan, along with these refined implementation governance tools, will comprise the program management toolkit in Strada's proprietary Project Hub for the engagement:

- RAID log to track Risks, Action item, Issues and Decisions related to the project
- Change control process
- Jira - to manage testing execution and defect resolution
- Regular, routine Steering, Program and Workstream governance forums
- Status report
- Web meeting (Microsoft® Teams)
- Workday Community

Additionally, if Client's transformation effort include scope outside of Strada's, we will partner with you to integrate the overall Strada program plan and other governance tools and forums with the broader transformation effort.

#### Implementation Governance Forums.

Successful implementation will require several specialized joint-governance forums to monitor progress against the Project Plan. Strada recommends a minimum of three joint governance forums, as set forth below. Meetings of the joint governance forums may either be in person or via teleconference.

- The steering committee shall set overall direction for the activities during the implementation period, make strategic-level decisions, provide resources, resolve escalations and assess progress. The attendees of the implementation steering committee shall include, at a minimum, the Client Executive Sponsor and implementation lead, the Strada project manager and Engagement Executive, as well as other senior leadership roles from both Parties as agreed
- The program management office (PMO) shall review milestones, resolve issues and risks and review the transition timeline. The PMO shall meet biweekly at a minimum and, among other things, review program progress against our key milestones and report on any Client third party providers' efforts in connection with the requirements of the Strada implementation plan. Attendees of this forum shall include, at a minimum, the Client implementation lead, the Strada project manager and other leadership roles from both Parties as agreed.

- The core project team shall discuss implementation status, issue management and manage milestones and risks. The core project team shall meet each week and include workstream leads and key team members of both Parties.

We may establish additional working teams, as agreed, to further assist in the overall implementation management program, including daily calls for specific issue resolution and command center during the cutover and stabilization period.

#### Status Reporting.

Strada will produce the implementation program status report, as well as domain-level status reports with input from the Client leads and provide it to Client weekly, typically via our collaboration tool (Smartsheet).

#### Implementation Risks, Issues and Decision Logs.

Strada actively manages risks, issues and key decisions throughout the implementation period starting with the outputs from the planning stage, via a RAID log based in our collaboration tool (Smartsheet). This log will be updated with input from the Client leads, where follow up actions and owners will be documented, except that Strada cannot make Client an owner without mutual agreement. Both Client and Strada may enter or respond to risks and issues raised by either Party. This log is part of the week-over-week governance of the implementation from the Plan through the Deployment stages and is kept refreshed throughout.

The RAID log will serve as a reference for each joint governance forum and key items will be recorded on the program status report.

#### Risk review process.

Client and Strada Project Manager will review the risks regularly and identify yellow and red status risks that require mitigation and contingency activities. They will then work with the project team to document the appropriate mitigation and contingency activities and assign a resource to work them. All team members are responsible for communicating risks they identify to the project managers. The project managers will oversee and report status of all risks. The Strada and Client project manager will ensure that risks are worked in a timely manner and reported to leadership.

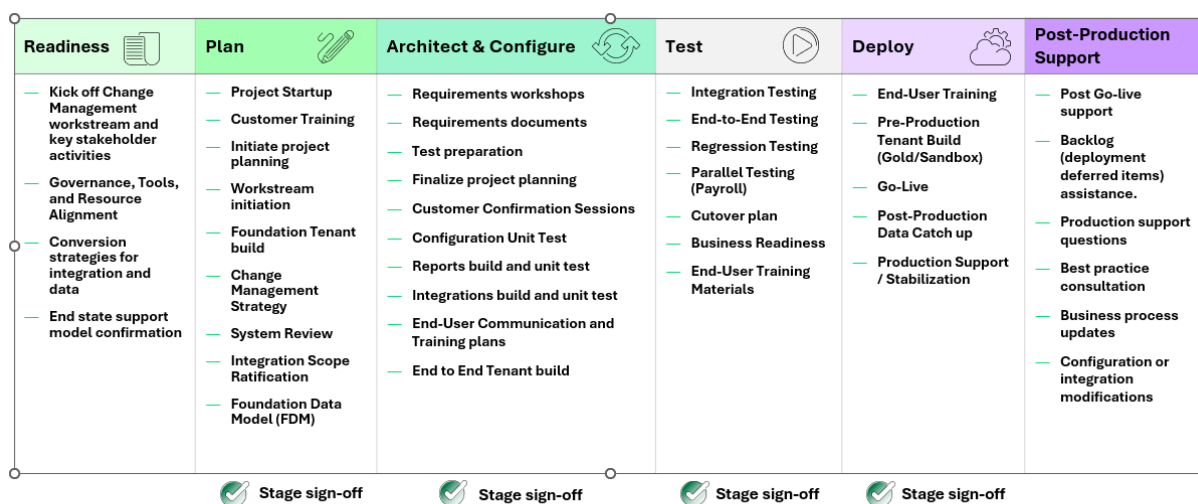
- In weekly status meetings, the Strada project manager will review the risks with the Client project manager, and request input on the mitigation activities. The Strada project manager will update the mitigation plan, based on the feedback, as approved by Client. For yellow and red risks, the Strada and Client project manager will report the status of the risk and the mitigation activities. The project manager may request additional mitigation activities. The Strada project manager will update the log appropriately and will action the new activities.
- The mitigation activities will have next review dates attached so the project management team can manage them.
- For red risks, the contingency plan will be developed, and a contingency plan trigger identified.
- The Strada or Client project manager will escalate risks and mitigation activities and contingencies to the Steering Committee for further support.

## Appendix E

### Workday's Launch Methodology

Strada's approach to delivering the Client's Workday project leverages Workday's Launch Deployment Approach methodology, yet provides the flexibility required for the City's unique deployment. We start from a preconfigured Tenant (the Foundation Tenant) based on best practices and augment using the Strada Point of View based on what we learn during the discovery process. This removes the potential of costly guess work that comes with starting from scratch and helps to accelerate planning. Because your data is preloaded into the Foundation Tenant, you can see your data in action and make critical decisions with confidence from the start, limiting your risk. Strada helps you expand and refine the preconfigured prototype to ensure the system is a perfect match for the Client. Our approach focuses on maximizing knowledge transfer and Client empowerment through a shared delivery approach. Each Party will perform the tasks and deliverables below as further described and augmented in Appendix F.

In addition to the required Workday deployment Methodology Strada has enhanced the process by adding its own unique approach to Readiness and Post Production Support.



### Knowledge Transfer | Change Management

**The Strada Workday Accelerated Deployment Methodology ensures streamlined, effective project deployment.**

#### Readiness

Workday deployments are different than traditional on-premise implementations. Workday has a rapid and iterative deployment methodology, and you need to be prepared. Our readiness services will help you to identify potential gaps and actions that can be addressed now to reduce system deployment risks and to get ahead of project resource planning.. Our services include the following key activities over a 6-week period:

- Pre-deployment Readiness stage workshops include:
  - Project readiness
  - Foundational readiness
  - Systems readiness (data conversions, integrations, reporting)
  - Change Management readiness
- Identify foundational items that can be addressed prior to the start of system deployment with a key focus on items such as organizations, staffing model, and job catalog. Introduce key design decisions, such as position management approach, manager self-service approach, and system workflow guiding principles. These will be documented in the Guiding Principles Document and other documents.
- These workshops allow a jump-start on deployment project planning including defining your project governance model, project timeline, project guiding principles, project resource needs, project team roles and responsibilities, and training needs

### *Plan*

The objectives of the Plan stage are to define the procedures and mechanisms required to plan, manage, and control the project.

This stage starts with intensive but well-planned set of activities and deliverables intended to build the first prototype, the Foundation Tenant. This Tenant combines Workday pre-configuration with Strada's knowledge and expertise (the Strada Point of View where appropriate after discovery sessions) and your data on employees, job catalog, organizations, etc. All project workstreams are initiated to align on approach, resources, schedules, and preparing for Architect & Configure stage activities. The Plan Stage formally documents the detailed Project scope to facilitate its execution through the refined Project Plan, and further defines the team members, roles, and responsibilities.

### *Architect and Configure*

The Architect and Configure stage of the deployment allows Client and Strada project team members to find a common understanding of Client's business needs and analyze how the Workday Solution will be deployed to meet those needs. This stage will begin with Foundation Tenant Alignment Sessions per area of scope. This is where you see the foundation configuration with your own data and explore where augmentation is necessary.

It should be noted that collaboration between Strada and the City is vitally important during this period. While we do not expect our consultants and counterparts at the City to necessarily be "joined at the hip," it's crucial that we receive prompt and frequent feedback on the configuration and design being completed. For example, as Strada develops business process conditions to account for complexities in individual processes, Strada consultant's will need to demo the process to the City's Finance leads and SMEs to receive feedback for changes or an agreement that the configuration is accurate. This unit test strategy ensures no surprises come forth during end-to-end testing when a larger population of users will be testing the processes and configuration in the system. Test planning is also conducted for Configuration Unit Testing and End-to-End Testing.

The objective of the final part of the Architect & Configure stage of the deployment is to complete the Configuration Unit Testing of the Workday Solution to validate the design decisions and make sure the configuration meets business requirements. To kick this off, Customer Confirmation Sessions are run to review completed functional configurations, following which Configuration Unit Testing is conducted and finally the Workday prototype (End-to-End Tenant) is prepared, including a fresh load of conversion of Client-provided data.

Custom reports are configured, integrations developed and unit tested, and the Tenant is prepared for the Test stage.

Any Defects found during unit testing (including for integrations) will be assessed and resolved by Strada with cooperation from Client functional and technical teams, without limiting the other terms in the Agreement and this SOW. The Defects will be assigned Severity Levels per the process and following the categories in [Appendix G](#).

### *Test*

During the Test stage, the Client team conducts comprehensive testing of configurations, reports and integrations within the Workday Solution to validate that it operates in accordance with the agreed and signed off requirements. The Test stage is a highly collaborative exercise between Strada and Client. The following types of testing are conducted:

- End-to-End & Integration System Testing—With our support, Client will validate the full set of employees and execute End-to-End Testing based on previously defined test scenarios (e.g., Calculations, Eligibility Rules, Security, Reports and End-to-End Integration Processes).
- Production Dress Rehearsal (sometimes referred to as User Acceptance Testing) —Client’s end users execute a series of simulations/scenarios to confirm readiness of people, processes and tools for transition into Workday Solution. Client will make a first attempt at resolution with support from Strada.
- Payroll Parallel testing—Payroll Parallel Testing for Workday Payroll by Client including two pay cycles to ensure that the payroll processes configured in Workday deliver the same results as the Client’s legacy application.

Any Defects found during the Test stage (including for integrations) will be assessed and resolved by Strada with cooperation from Client functional and technical teams, without limiting the other terms in the Agreement and this SOW. The Defects will be assigned Severity Levels per the process and following the categories in [Appendix G](#).

### *Deploy*

Once the pre-agreed exit criteria for the Test stage are met, Client is ready to move to the Deploy stage. This stage includes all the steps necessary to move the Workday Solution into production with the implemented and tested features and functions, integrations, reports and data conversions. Once in Production, Strada will provide a period of stabilization support (Post Production Support) to ensure the success of Client’s Workday Support team. Client will conduct end user training activities as well as complete data catch-up (Events in Transition), run integrations for the first time, complete the first payroll run and/or the first financial period close (as per project scope) and fully transition to Production Support Model.

### *Post Production Support*

Strada's standard post-production stabilization period for the go-live of the Workday Solution is six weeks. During this time, Strada resources support your team with initial transactions and processing support, assisting with



integration monitoring, completing knowledge transfer and any remaining documentation, and supporting breaks/fixes and Defects that have been identified.

Strada will also provide AMS Support as set forth in Appendix A.

For clarity, Defects found through the end of Post Production Support (whether existing prior to Post Production Support or found during Post Production Support) will be resolved by Strada unless Client agrees to take over the resolution of some Defects to enable long-term sustainment, and are subject to acceptance by Client. The Defects will be assigned Severity Levels per the process and following the categories in [Appendix G](#). Defect status will be reported during a status report delivered to the Client.

#### *AMS Support*

Strada will facilitate Client's Workday Solution production journey by providing Application Management Services (or AMS Support). Strada AMS resource(s) will provide 250 hours of support commencing two weeks after the Move to Production Date, and to be used within twelve weeks. AMS Support activities include the items described in [Appendix A](#) as augmented by the zero-dollar Change Order per Section VIII (Change Order Procedure) outlining all the details of the AMS Support model.

## Appendix F

### RACI

#### Responsibility Assignment (RACI) Matrix

The major tasks, deliverables and Services provided by Strada organized by project stage and by responsible Party that will be completed as part of this Statement of Work are further identified below. Strada and Client will be responsible for providing the necessary resources (for Client, as outlined in [Appendix C](#)) to complete these tasks and deliverables in accordance with the Project Plan developed in the Plan stage. Also, the recurring tasks will be executed throughout this Statement of Work. All documents, materials and other information will be provided by Client in English.

One of our important tools for tracking Roles & Responsibilities is the Responsibility Assignment (RACI) Matrix. RACI stands for:

- Responsible (R) — The Party that is contractually obligated to perform the task.
- Accountable (A) — The Party that is contractually liable if the task is not completed.
- Consulted (C) — Those individuals or the Party that may provide more information about this task.
- Informed (I) — Those individuals or the Party that must be updated on the progress.

| Pre-Deployment Readiness Services                                                                                                                                                                                                                                                     | Strada | Client | Deliverables                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|---------------------------------------------------------------------------------------------------------------|
| <b>Stakeholder Interviews</b><br><br>Conduct up to 8 interviews with key HRIS/IT, operations, and functional leaders to identify potential risks to the project, business concerns, etc.                                                                                              | R/A    | C/I    | Stakeholder Interview Summary                                                                                 |
| <b>Project Readiness</b><br><br>Conduct up to 5 1.5-hour Readiness workshops covering: resource planning, scope, and timeline, guiding principles, decision making and governance, touch points, foundational decisions, preparing for key activities and your deployment experience. | R/A    | A/C    | Facilitate readiness meetings with Client core team<br><br>Session materials and identification of RAID items |
| <b>Leadership Alignment Session</b>                                                                                                                                                                                                                                                   | R/C    | A      | Overall goal is to define the key leadership drivers and overarching guiding principles for the deployment.   |
| <b>Project Resourcing Workshop</b>                                                                                                                                                                                                                                                    | R/C    | A      | Overall goal is to define the project organization structure and identify key Client                          |

|                                                                                                                                                                                                                                                                                    |     |     |                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                    |     |     | workstream leads along with Client subject matter experts. This will include an outline of resource allocations across this project in order to support the Sprypoint project. |
| <b>Change Management Readiness Workshops</b><br><br>Conduct 2 1.5-hour Change Management workshop sessions to review Strada's change management approach and framework for Workday deployments. Discuss roles and responsibilities to initiate discussions on early CM priorities. | R/A | A/C | Change Management approach and framework overview material<br><br>Session materials and identification of RAID items                                                           |
| <b>Data Conversion Approach</b><br><br>Conduct up to 2 1.5-hour Data Conversion Session to discuss data conversion needs associated with deployment and define data conversion approach. Review data elements needed for initial data conversion and current state data sources    | R/A | A/C | Data conversion approach<br><br>Session materials and identification of RAID items                                                                                             |
| <b>Foundation Data Conversion Workshops</b><br><br>Conduct 4 30-minute Data Conversion Sessions using the Strada Workday conversion templates as guide, Strada will support this process in answering questions about the templates and about the Workday Solution.                | R/A | A/C | Data conversion guidance framework<br><br>Session materials and identification of RAID items                                                                                   |
| <b>Integrations Overview and Inventory Alignment</b><br><br>Conduct 2 2-hour Integrations Overview Session to review integrations delivery approach, integrations inventory, ownership alignment, and identify potential integration risks and opportunities                       | R/A | A/C | Integration approach, integrations inventory, and ownership alignment<br><br>Session materials and identification of RAID items                                                |
| <b>Reporting Overview and Inventory Approach</b><br><br>Conduct two 1.0 hour Reporting Overview Session to review functionality, best practices, and report inventory approach.                                                                                                    | R/A | A/C | Reporting overview and inventory approach                                                                                                                                      |

|                                                                                                                                                                                 |     |     |                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|---------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                 |     |     | Session materials and identification of RAID items                                                            |
| <b>Project Team Training – Initial Planning</b><br><br>Conduct a 1.0 hour session to assist Client in their planning for project team members to take Workday Solution training | R/A | A/C | Initial training strategy                                                                                     |
| <b>Cutover Planning Overview</b><br><br>Provide an overview of the cutover approach and process that will be leveraged for the transition to go-live                            | R/A | A/C | Cutover planning overview                                                                                     |
| <b>Production Preparedness</b><br>Conduct a 1.0 hour session to understand future state support model, governance structure, and the 1-year roadmap                             | R/A | A/C | Session materials and identification of RAID items                                                            |
| <b>Identification of Action Items</b><br>Summarize action items identified through the Readiness Phase                                                                          | R/A | A/C | Recommendations and action items across technical and functional workstreams that will extend into Plan stage |
| <b>Knowledge Transfer</b><br>Review information obtained in the phase with the Strada deployment team to ensure strategy is extended into deployment phase                      | R/A | I   | N/A                                                                                                           |

| Plan                                   |                                                                                                                                                                                               |        |        |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|
| Deliverable                            | Description                                                                                                                                                                                   | Strada | Client |
| Staffing                               | Identify Client core project team, Client domain leads, key decision makers, and steering committee members.                                                                                  | C/I    | R/A    |
| Project Repository                     | Establish Project Repository for team collaboration including RAID log (Smartsheets) and sFTP site for data conversion.                                                                       | R/A    | C/I    |
| Project Kick Off                       | Client and Strada teams meet to ensure consistent understanding of goals, timelines, and deployment approach.                                                                                 | R/A    | A      |
| Project Plan                           | Document that contains detailed project activities, tasks, deliverables, owners, and due dates for both Client and Strada teams                                                               | R      | A      |
| Tenant Management Plan                 | Plan that outlines Tenant usages for the duration of the deployment. Created by the PMO and Technical Team but utilized by all teams.                                                         | R      | C      |
| Workday Customer Onboarding & Training | Welcome to Workday activities to introduce new customer and make introductions to key contacts. Schedule and attend Workday Training, in line with details provided in the Training Pathways. | C/I    | A      |
| Requirement Sessions                   | Conduct Requirements Sessions, provide Functional and in scope BP Configuration Workbooks                                                                                                     | R/A    | A/C/I  |

| Plan                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                       |        |        |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|
| Deliverable                                 | Description                                                                                                                                                                                                                                                                                                                                                                                                                                           | Strada | Client |
| Draft Data Conversion Strategy              | Document that details the data conversion approach and strategy for the project, including data catch-up to be executed during the Deploy stage.                                                                                                                                                                                                                                                                                                      | R      | A      |
| Foundation Tenant Build Workbooks           | Complete this template of key data elements to build the Foundation Tenant. Client populates workbooks with data from their legacy application and Strada will use this data to configure the Foundation Tenant.<br>Additionally, Client compiles and delivers a subset of worker data for the full population which is used for demonstration purposes throughout the Architect & Configure stage.                                                   | A      | R/A    |
| Foundation Tenant Build (Initial Prototype) | Build and deliver the Foundation Tenant, which is the initial prototype, using WD recipes, Strada Point of View where necessary and convert Client-provided data. The initial prototype will be used during the project kick-off and Foundation Alignment Sessions. Any changes resulting from the Foundation Alignment Sessions or unit testing will be made to this Build if time allows. If not, they will be addressed with the End-to-End Build. | R/A    | C/I    |
| Template Testing Strategy                   | Strada to provide a Test Strategy template for Client to create their strategy to be used in support of all Testing cycles.                                                                                                                                                                                                                                                                                                                           | R/A    | C/I    |
| Draft Testing Strategy                      | Client to create their strategy to be used in support of all Testing cycles.                                                                                                                                                                                                                                                                                                                                                                          | C/I    | R/A    |
| Parallel Test Strategy                      | Discuss and determine data required for parallel testing. Confirm the two consecutive months to be used for the parallel process and ensure data is captured.                                                                                                                                                                                                                                                                                         | C/I    | R/A    |
| Integrations Questionnaire                  | Review and complete integrations questionnaire in preparation for integrations requirement sessions to complete specifications for each in the Strada Development Catalog, where the Client will maintain the documentation for each integration.                                                                                                                                                                                                     | R      | R/A    |
| Production Preparedness: Life in Production | Meeting to educate Client on life in Production with Workday Solution and to establish ongoing meeting cadence.                                                                                                                                                                                                                                                                                                                                       | R/A    | C/I    |
| <b>HCM Custom Reporting Fit/Gap</b>         | Reporting Workstream Initiation <ul style="list-style-type: none"> <li>Strada provide HCM report inventory template and conduct walkthrough with Client.</li> </ul>                                                                                                                                                                                                                                                                                   | R/A    | C/I    |
|                                             | Client adds requested HCM reports and report samples to HCM report inventory .                                                                                                                                                                                                                                                                                                                                                                        | C/I    | R/A    |
|                                             | Strada schedule reporting discovery workshop and fit/gap working session(s).                                                                                                                                                                                                                                                                                                                                                                          | R/A    | C/I    |
|                                             | Reporting Workstream Initiation <ul style="list-style-type: none"> <li>Strada provide FINS report inventory template and conduct walkthrough with Client.</li> </ul>                                                                                                                                                                                                                                                                                  | R/A    | C/I    |
|                                             | Client adds requested financial reports and report samples to the FIN report inventory.                                                                                                                                                                                                                                                                                                                                                               | C/I    | R/A    |
| <b>FIN Custom Reporting Fit/Gap</b>         |                                                                                                                                                                                                                                                                                                                                                                                                                                                       |        |        |

| Plan              |                                                                                                                                                                                                                                                          |        |        |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|
| Deliverable       | Description                                                                                                                                                                                                                                              | Strada | Client |
| Change Management | Strada schedule reporting discovery workshop and fit/gap working session(s).                                                                                                                                                                             | R/A    | C/I    |
|                   | Conduct Change Management Kick-off to review scope and change journey along with review of Strada-provided change management artifacts, tools, and templates. Alignment on team roles & responsibilities.                                                | R/A    | A/C    |
|                   | Create Change Management Strategy by establishing the overarching framework for the Change Management workstream, including the framework for delivery, success measures, and risks to adoption. Create high-level timeline including Key Project Dates. | R/A    | A/C    |
|                   | Complete Stakeholder Analysis to determine specific stakeholders and stakeholder groups that require regular change management interaction throughout the deployment.                                                                                    | R/C    | A/A    |
|                   | Note: Stakeholder Analysis document is a living document that will be maintained throughout the course of the project. Development and ongoing management of Change Management Work Plan for the Change Management workstream.                           | R/A    | A/C    |

| Architect & Configure                       |                                                                                                                                                                                                                                                                                                                                           |        |        |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|
| Deliverable                                 | Description                                                                                                                                                                                                                                                                                                                               | Strada | Client |
| Foundation Alignment Sessions (FAS)         | Workshops to review the configuration in the Foundation Tenant and identify required adjustments.                                                                                                                                                                                                                                         | R/A    | C      |
| Refine Tenant Management Plan               | Plan that outlines Tenant usages for the duration of the deployment. Created by the PMO and Technical Team but utilized by all teams. Plan is refined at this stage.                                                                                                                                                                      | R      | C      |
| Integrations Design                         | Conduct requirements workshop(s), document and sign-off on integration requirements. Design of each Strada-owned and any shared integration per the provided requirements, partner with Client to refine final design and obtain agreement and sign-off from Client.                                                                      | R/A    | C/I    |
| Integrations Configuration and Unit Testing | Build and Unit Test Strada-owned integrations. If necessary, Strada may request additional information on integrations during configuration and unit testing. Schedule and execute Knowledge Transfer session(s) for Strada-owned integrations in preparation for End-to-End Testing. Perform integration migration to End-to-End Tenant. | R/A    | C/I    |
| Test Planning and Preparation               | Draft and finalize Unit and End-to-End test strategy, create test plans and testing kick-off materials for each testing cycle. Using the baseline test scenarios provided by Strada, create, and submit Client-specific test scenarios to support unique requirements and business process deviations.                                    | C/I    | R/A    |

| Architect & Configure                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |        |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|
| Deliverable                              | Description                                                                                                                                                                                                                                                                                                                                                                                                                                        | Strada | Client |
| Configuration Unit Testing               | Unit test functional configuration and business processes against the workbooks, to confirm and validate design and identify necessary changes.                                                                                                                                                                                                                                                                                                    | C/I    | R/A    |
| Customer Confirmation Sessions           | Workshops to review the revised Tenant data and configuration which incorporates feedback from the Foundation Alignment Sessions and unit testing results.                                                                                                                                                                                                                                                                                         | R/A    | C/I    |
| Production Preparedness: Assessment      | A workshop to discuss Workday Support Model and Governance Support Model, in addition to reviewing post go-live resource plan.                                                                                                                                                                                                                                                                                                                     | R/A    | C/I    |
| End-to-End-Tenant Build Workbooks        | Data Gathering Workbook(s) with all the required fields populated by Client with current data from Client's legacy application(s), refined based on Foundation Tenant Data Validation results, and returned to Strada to build the End-to-End Tenant.                                                                                                                                                                                              | C/I    | R/A    |
|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |        |
| End-to-End Tenant Build                  | The End-to-End Tenant will be used for End-to-End Testing and incorporates feedback received from Customer Confirmation Sessions and any subsequent adjustments from unit testing. The Build will also incorporate a full conversion of Client-provided data.                                                                                                                                                                                      | R/A    | C/I    |
| Conversion Extracts and Validation       | Build and deliver conversion extracts in accordance with the agreed upon data conversion strategy document. Make any Strada recommended adjustments to extract files. Review and correct any identified errors from data validation.                                                                                                                                                                                                               | C/I    | R/A    |
| Complete Conversion to End-to-End Tenant | Review and provide feedback on initial draft of conversion extract files. Using final, validated conversion extract files perform End-to-End Tenant conversion, walk Client through data conversion errors, and provide a suite of reports to assist with data validation.                                                                                                                                                                         | R/A    | C/I    |
| Data Catch-up (Events in Transition)     | Data management strategy to address data collection and cleansing of Events in Transition (EIT) as well as strategy for the management of data gathering, cleanse and input into Workday Solution data for the in-scope processes (e.g., hires and terminations) following the creation of Pre-Production Tenant. This will consider data freeze periods and will need to establish any requirements to transform data to Workday Solution format. | C/I    | R/A    |
| Testing Scenarios (End-to-End test)      | Update Client-specific test scenarios to support the E2E testing cycle and provide for Strada to load in JIRA.                                                                                                                                                                                                                                                                                                                                     | C/I    | R/A    |
| HCM Custom Reporting Fit/Gap             | <ul style="list-style-type: none"> <li>Conduct initial Fit/Gap analysis for each report in report inventory</li> </ul>                                                                                                                                                                                                                                                                                                                             | R/A    | C/I    |
|                                          | Conduct reporting discovery workshop                                                                                                                                                                                                                                                                                                                                                                                                               | R/A    | C/I    |

| Architect & Configure        |                                                                                                                                                                                                                                                                                                                                            |        |        |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|
| Deliverable                  | Description                                                                                                                                                                                                                                                                                                                                | Strada | Client |
| HCM Custom Reporting Pool    | Conduct weekly working sessions to review Fit/Gap results to define custom report needs, hours effort estimates, and priority. Report design is not included.                                                                                                                                                                              | R/A    | C/I    |
|                              | Client provides approval of list of custom reports from working sessions to be added to project scope, as appropriate.                                                                                                                                                                                                                     | C/I    | R/A    |
|                              | Strada provide reporting questionnaire and conduct walkthrough with Client                                                                                                                                                                                                                                                                 | R/A    | C/I    |
|                              | <ul style="list-style-type: none"> <li>Client provides completed reporting questionnaire</li> </ul>                                                                                                                                                                                                                                        | I      | R/A    |
|                              | <ul style="list-style-type: none"> <li>Conduct reporting requirements deep-dives</li> </ul>                                                                                                                                                                                                                                                | R/A    | C/I    |
|                              | <ul style="list-style-type: none"> <li>Draft requirements for Strada-owned custom reports and provide to Client</li> </ul>                                                                                                                                                                                                                 | R/A    | C/I    |
|                              | Client provides custom report requirements approval prior to Strada commencing build of the Strada-owned reports                                                                                                                                                                                                                           | C/I    | R/A    |
|                              | Build and unit test Strada-owned custom reports                                                                                                                                                                                                                                                                                            | R/A    | C/I    |
|                              | Build and unit test Client-owned custom reports                                                                                                                                                                                                                                                                                            | I      | R/A    |
|                              | Conduct weekly Client-owned custom report build support meeting, as required                                                                                                                                                                                                                                                               | R/A    | C/I    |
| FIN Custom Reporting Fit/Gap | Perform migration of Strada-owned custom reports to testing tenant                                                                                                                                                                                                                                                                         | R/A    | C/I    |
|                              | Perform migration of Client-owned custom reports to testing tenant                                                                                                                                                                                                                                                                         | C/I    | R/A    |
|                              | Conduct initial Fit/Gap analysis for each report in report inventory. Fit/Gap working session(s) include the following: <ul style="list-style-type: none"> <li>Review of each report to determine if it's a Delivered, POV, or Custom Report</li> <li>Any modifications to the Delivered or POV reports will be a Custom Report</li> </ul> | R/A    | C/I    |
|                              | Conduct reporting discovery workshop                                                                                                                                                                                                                                                                                                       | R/A    | C/I    |
|                              | Conduct weekly working sessions to review Fit/Gap results to define custom report needs, hours effort estimates, and priority. Report design is not included.                                                                                                                                                                              | R/A    | C/I    |
|                              | Client reviews delivered reports from Fit-Gap to determine if they meet requirements.                                                                                                                                                                                                                                                      | C/I    | R/A    |
|                              | Client provides approval of list of custom reports from working sessions to be added to project scope, as appropriate.                                                                                                                                                                                                                     | C/I    | R/A    |
|                              | Conduct reporting requirements deep-dives                                                                                                                                                                                                                                                                                                  | R/A    | C/I    |



| Architect & Configure     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |        |        |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|
| Deliverable               | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Strada | Client |
| FIN Custom Reporting Pool | Draft requirements for Strada-owned custom reports and provide to Client                                                                                                                                                                                                                                                                                                                                                                                         | R/A    | C/I    |
|                           | Client provides custom report requirements approval prior to Strada commencing build of the Strada-owned reports                                                                                                                                                                                                                                                                                                                                                 | C/I    | R/A    |
|                           | Build, unit test and E2E test Strada-owned custom reports                                                                                                                                                                                                                                                                                                                                                                                                        | R/A    | C/I    |
|                           | Build, unit test and E2E test Client-owned custom reports.                                                                                                                                                                                                                                                                                                                                                                                                       | I      | R/A    |
|                           | Schedule knowledge transfer of Strada-owned custom reports                                                                                                                                                                                                                                                                                                                                                                                                       | R/A    | C/I    |
|                           | Perform migration of Client-owned custom reports to testing tenant                                                                                                                                                                                                                                                                                                                                                                                               | C/I    | R/A    |
| Change Management         | Develop an organized approach via Impact Analysis document to identifying key variations from current state to future state, including socialization of the process to targeted Client SMEs. Changes may be technical, policy, process, cultural, or organizational in nature. Facilitate the activity, review impacts for clarity.<br><br>Note: The Impact Analysis document is a living document that will be maintained throughout the course of the project. | R/A    | C/I    |
|                           | Impact Analysis through identification of SMEs to capture change impacts from current state to future state change impact collection                                                                                                                                                                                                                                                                                                                             | C/I    | R/A    |
|                           | End-User Communication and Engagement Plan. Organized series of communication campaigns designed to build organizational alignment and readiness. Identification of specific deliverables, audiences, and timing. Begin development/execution of up to 25 enterprise communication tactics to core audiences.                                                                                                                                                    | R/A    | C/I    |
|                           | End-User Communication and Engagement Plan. Develop targeted communications to non-enterprise/localized audiences. Facilitate engagement events. Review, approve, and distribute communications.                                                                                                                                                                                                                                                                 | C/I    | R/A    |
|                           | Change Network Plan. Plan to engage with identified change network on a recurring basis. Includes development of up to 30 sets of materials to support Change Network activities                                                                                                                                                                                                                                                                                 | R/A    | C/I    |
|                           | Change Network Plan. Identification of participants. Management of change network events and activities, including facilitation.                                                                                                                                                                                                                                                                                                                                 | C/I    | R/A    |
|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |        |        |

| Architect & Configure |                                                                                                                                                                                                                                                                                                                                          |        |        |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|
| Deliverable           | Description                                                                                                                                                                                                                                                                                                                              | Strada | Client |
|                       | End-User Training Deliverable Plan.<br>Organized series of training deliverables designed to facilitate successful adoption of new ways of working.<br>Identification of specific deliverables (by enterprise audience) including content development timeline and Strada/Client developer assignments.<br>Finalize design of templates. | R/A    | A/C    |
|                       | Measurement: Business Readiness Execution.<br>Readiness measurement occurs via mid-project and pre-Move to Production Date assessment, plus post Move to Production Date adoption assessment.<br>Development of pulse surveys, review of findings and strategic recommendations.                                                         | R/A    | C/I    |
|                       | Measurement: Business Readiness Execution.<br>Deploy business readiness activities, adoption pulse surveys.                                                                                                                                                                                                                              | C/I    | R/A    |
|                       | Sustainment Strategy.<br>Approach to ensuring the organization is ready to sustain change over time and prepared for ongoing tool releases.<br>Includes counsel on Workday-provided support resources.                                                                                                                                   | A      | R/C    |

| Testing                                 |                                                                                                                                                                                                                                                                                            |        |        |
|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|
| Deliverable                             | Description                                                                                                                                                                                                                                                                                | Strada | Client |
| Complete End-to-End Testing             | Execute/Complete End-to-End Testing using Strada and Workday baseline test scenarios and client-specific scenarios created by Client. Testing includes all in-scope configuration, integrations, reports, business processes, and data to log End-to-End test results and defects in JIRA. | C/I    | R/A    |
| Sign-off on End-to-End Testing          | Provide sign-off on all manual and automated, if applicable, End-to-End Testing. This includes all in-scope configuration, integrations, reports, business processes, and data. Sign-off states that the End-to-End Tenant is approved and ready for Pre-Production Tenant build.          | C/I    | R/A    |
| Production Preparedness: Summary        | A workshop to review the resource plans for the Workday support model and the Governance Support model and identify any potential gaps. Also, discuss strategic road-mapping and wrap-up production preparedness.                                                                          | R/A    | C/I    |
| Cutover Plan                            | Strada will provide the template and Client cutover tasks, timeline, and assignments. Additionally, cutover meeting cadence and required meeting attendees will be established.                                                                                                            | A/C    | R/A    |
| Payroll Parallel Test Preparation       | Configure the Payroll Parallel comparison tools the team will use to conduct Parallel testing. Complete updates in JIRA for tracking of Payroll Parallel results and defects.                                                                                                              | R/A    | C/I    |
| Payroll Parallel Testing Tenant Request | Action to request Tenant from Workday via Workday's Deployment Tenant Management, and escalate as needed                                                                                                                                                                                   | R      | I      |

| Testing                                        |                                                                                                                                                                                                                                                                                                                                                                                                                             |        |        |
|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|
| Deliverable                                    | Description                                                                                                                                                                                                                                                                                                                                                                                                                 | Strada | Client |
| Payroll Parallel Testing Tenant                | Create Payroll Parallel Tenant using configuration only copy of the End-to-End Tenant.                                                                                                                                                                                                                                                                                                                                      | R/A    | C/I    |
| Complete Data Updates– Payroll Parallel Tenant | Provide the appropriate HR, Benefits, Time and Absence Data and all other Payroll legacy data required for the compare. Additionally, perform data entry (Manual, EIB, Inbound, Integrations) to support payroll processing, including any catch-up transactions required to complete subsequent payroll comparison cycles.                                                                                                 | C/I    | R/A    |
| Complete Payroll Parallel Testing              | Execute/Complete Payroll Parallel Testing - a series of test scenarios documented and executed for Workday Payroll configuration comparison against the legacy payroll solution for two pay periods.                                                                                                                                                                                                                        | C/I    | R/A    |
| Data Gathering Workbook– Production            | Provide template for workbook for key data elements for the Pre-Production Tenant (Gold) that will be used to convert data into Workday Production Tenant                                                                                                                                                                                                                                                                   | R      | I      |
| Completed Data Gathering Workbook– Production  | Template of the key data elements for the Pre-Production Tenant (Gold) that will be used to convert data into Workday Production Tenant. Populated by Client with current data from their legacy application(s), refined based on E2E Tenant Data Validation results.                                                                                                                                                       | C/I    | R/A    |
| HCM Custom Reporting Pool                      | Client conduct report testing                                                                                                                                                                                                                                                                                                                                                                                               | C/I    | R/A    |
|                                                | Support Client testing and provide troubleshooting assistance for Strada-owned custom reports.                                                                                                                                                                                                                                                                                                                              | R/A    | C/I    |
|                                                | Conduct weekly Client-owned custom report testing support meeting, as required.                                                                                                                                                                                                                                                                                                                                             | R/A    | C/I    |
|                                                | Client to provide approval that testing is complete                                                                                                                                                                                                                                                                                                                                                                         | I      | R/A    |
| FIN Custom Reporting Pool                      | Client conduct report testing                                                                                                                                                                                                                                                                                                                                                                                               | C/I    | R/A    |
|                                                | Support Client testing and provide troubleshooting assistance for Strada-owned custom reports.                                                                                                                                                                                                                                                                                                                              | R/A    | C/I    |
|                                                | Conduct weekly Client-owned custom report testing support meeting, as required.                                                                                                                                                                                                                                                                                                                                             | I      | R/A    |
|                                                | Client to provide approval that testing is complete                                                                                                                                                                                                                                                                                                                                                                         | I      | R/A    |
| Change Management                              | Development of training materials to build proficiency, enable adoption; includes up to: 30 job aids, 1 microlearning video                                                                                                                                                                                                                                                                                                 | R/A    | C/I    |
|                                                | End-User Training Deployment & Logistics Plan.<br>Determine training deployment approach, course sequencing, and delivery schedule.<br>Determine strategy for storage and access to end-user training materials (e.g., LMS, intranet site, etc.).<br>Manage training logistics (e.g., distribution of meeting invitations, registration, conference room scheduling, participant tracking, post training follow-ups, etc.). | C/I    | R/A    |

| Testing                           |                                                                                                                                                                             |        |        |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|
| Deliverable                       | Description                                                                                                                                                                 | Strada | Client |
|                                   | Train-the-Trainer/Instructor-Led Training.<br>Development of presentation-style materials focused on go-live date key concept and process changes; includes speakers notes. | R/A    | C/I    |
|                                   | Measurement: Adoption Measurement Plan.<br>Identify key metrics across workstreams to measure post go-live date adoption.                                                   | A      | R/C    |
|                                   | Measurement: Adoption Measurement Plan.<br>Implement measurement plan post go-live.                                                                                         | C/I    | R/A    |
|                                   | Approve and implement Sustainment Strategy.                                                                                                                                 | C/I    | R/A    |
| Request Copy of applicable tenant | Request copy of tenant from Workday for Training purposes                                                                                                                   | R/A    | C      |
| Testing Sign Off                  | Sign-off each test cycle, including contingency plan for any open items.                                                                                                    | C/I    | R/A    |

| Deploy                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                      |        |        |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|
| Deliverable                               | Description                                                                                                                                                                                                                                                                                                                                                                                                                          | Strada | Client |
| Production Build                          | The final configuration and full data conversion load into the Pre-Production Tenant (Gold) in preparation for Production is done by Strada. Any manual configuration changes are completed by Strada and Client enters all catch-up transactions.                                                                                                                                                                                   | R/A    | I      |
| Catch Up                                  | Client enters all catch-up transactions once Pre-Production Tenant (Gold) is complete                                                                                                                                                                                                                                                                                                                                                | C/I    | R/A    |
| Move to Production Authorization Sign-Off | Client will complete final validation and provide sign off that all configuration, integrations, reports and worker data conversion has been completed in the Pre-Production Tenant and is ready for deployment into Production.                                                                                                                                                                                                     | A      | R/A    |
| Knowledge transfer                        | Any remaining Knowledge Transfer activities will be completed per the scope of the SOW with the relevant Client support team member(s).                                                                                                                                                                                                                                                                                              | R      | A      |
| Production Support                        | Provide consulting and project management support to Client during the Post Production Support stage after Move to Production, as defined in the SOW.<br>Defects caused by errors made in the Pre-Production Tenant (Gold) build or Move to Production will be addressed by Strada. Errors due to provided data are the responsibility of the Client. Any newly identified changes or requirements will follow Change Order Process. | R/A    | A/C    |
| HCM Custom Reporting Pool                 | Schedule and execute knowledge transfer of Strada-owned custom reports for production transition                                                                                                                                                                                                                                                                                                                                     | R/A    | C/I    |
|                                           | Perform migration for Strada-owned custom report to production tenant                                                                                                                                                                                                                                                                                                                                                                | R/A    | C/I    |
|                                           | Perform migration for Client-owned custom report to production tenant                                                                                                                                                                                                                                                                                                                                                                | C/I    | R/A    |

| Deploy                    |                                                                             |        |        |
|---------------------------|-----------------------------------------------------------------------------|--------|--------|
| Deliverable               | Description                                                                 | Strada | Client |
| FIN Custom Reporting Pool | Production support for Strada-owned custom reports                          | R/A    | C/I    |
|                           | Production support for Client-owned custom reports                          | I /C   | R/A    |
|                           | Perform migration for Strada-owned custom report to production tenant       | R/A    | C/I    |
|                           | Perform migration for Client-owned custom report to production tenant       | C/I    | R/A    |
|                           | Production support for Strada-owned custom reports.                         | R/A    | C/I    |
|                           | Production support for Client-owned custom reports.                         | I      | R/A    |
| Change Management         | Deployment of end-user training materials for individual, just-in-time use. | R/A    | C/I    |
| Deploy Close              | Complete final project management and administration activities.            | R      | A      |

| Recurring Tasks          |                                                        |        |        |
|--------------------------|--------------------------------------------------------|--------|--------|
| Workstream               | Key project tasks & deliverables                       | Strada | Client |
| Project Governance / PMO | Project Plan Maintenance                               | R      | R/A    |
|                          | Manage Client resources for project related activities | I      | R/A    |
|                          | Manage Strada resources for project related activities | R/A    | I      |
|                          | Weekly Status Meetings/Reports                         | C/R    | R/A    |
|                          | Monthly Steering Committee Meeting                     | C/I    | R/A    |
|                          | Own Risk and Issue Management Log (RAID Log)           | R      | R/A    |
|                          | Coordinate Delivery Assurance Activities               | R/A    | I      |

## Appendix G

### Defect Severity Levels

- Severity level is assigned by Client when a Defect is discovered. If Strada disagrees with the severity level assigned, the Project Managers will discuss and resolve promptly. This applies from testing through Post Production Support.

| Severity Levels       | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Severity 1 - Critical | <p>“Show stoppers” that halt the testing effort and have no workaround</p> <ul style="list-style-type: none"><li>• Critical functionality is broken, preventing users from performing essential business processes or running integrations</li><li>• Security roles restricting testers' access to the system, preventing them from conducting necessary testing activities</li></ul>                                                                                                                                                                                                                    |
| Severity 2 - High     | <p>Bugs that have a negative impact on testing and for which a workaround is not readily available; the workaround will require time and effort to review requirements and build a solution. Testing is paused until the solution is ready for retest.</p> <ul style="list-style-type: none"><li>• Bugs that impact major functionality and significantly hinder the testers' ability to perform tasks</li><li>• System errors that affect a large population or critical business processes</li><li>• An integration does not run to completion, or an integration file layout is not correct</li></ul> |
| Severity 3 - Medium   | <p>Bugs that have a viable workaround but still need to be fixed within a reasonable amount of time (example: performance improvement issues).</p> <ul style="list-style-type: none"><li>• Bugs that impact functionality, but testers can continue with a workaround; system errors affecting specific populations or non-critical business processes</li><li>• Integration runs to completion but has errors.</li></ul>                                                                                                                                                                                |
| Severity 4 - Low      | <p>Minor changes or cosmetic items that may be included in future releases.</p> <ul style="list-style-type: none"><li>• Bugs with minor functionality issues that have minimal impact on users' ability to perform tasks</li><li>• Minor UI discrepancies, cosmetic issues, or non-functional enhancements</li><li>• Issues that can be easily worked around without significant disruption to users or business processes</li><li>• Integration data issues that do not negatively impact the data recipient</li></ul>                                                                                  |

## Appendix H

### PROJECT STAGES AND ENTRY/EXIT CRITERIA

The following table outlines the project stages used to implement the Workday Solution.

| Project Stages              |
|-----------------------------|
| 1.0 Readiness               |
| 2.0 Plan                    |
| 3.0 Architect and Configure |
| 4.0 Test                    |
| 5.0 Deploy                  |
| 6.0 Post Production Support |

Each section describes the Entry/Exit Criteria that will be used for each stage. All stages have specific Deliverables/Tasks outlined in the Recurring Deliverables and the Deliverable Attachments.

Deliverables/Tasks will be delivered according to the Smartsheet Schedule which will be stored in the Strada Project Hub.

#### Readiness Stage

Readiness activities:

- Assess overall Workday deployment readiness including system, foundation, functional, project and service delivery model readiness.
- Provide guidance on data conversion, common data clean-up issues and identify key data gaps to address.
- Enable a jump-start on deployment project planning meeting including defining your project governance model, project guiding principles, project resource needs and training needs.
- Conduct initial sessions on organizational structures, job families/codes and compensation salary structure covering how these are used in Workday.

| 1.1 READINESS ENTRY / EXIT CRITERIA                    |                                                                            |
|--------------------------------------------------------|----------------------------------------------------------------------------|
| ENTRY CRITERIA – Stage cannot begin until all are met  | EXIT CRITERIA – Phase cannot close until all are met                       |
| All Contracts Signed                                   | All Stage Deliverables/Tasks Complete, Accepted, Published(In Project Hub) |
| The Strada PE, Strada PM, and Client's PM(s) available |                                                                            |

#### Plan Stage

The objectives of the Plan Stage are to define the procedures and mechanisms required to plan, manage, and control the project. This stage starts with an intensive and well planned-out set of activities and deliverables intended to build the first prototype - the foundation tenant. This tenant combines Workday pre-configuration with Strada's knowledge and expertise and your data on employee, job catalog, organizations etc. All project workstreams are initiated to align on approach, resources and schedules and prepare for Architect & Configure stage activities.

| 2.1 PLAN STAGE ENTRY / EXIT CRITERIA                    |                                                                 |
|---------------------------------------------------------|-----------------------------------------------------------------|
| ENTRY CRITERIA – Phase cannot begin until all are met   | EXIT CRITERIA – Phase cannot close until all are met            |
| All Readiness Deliverables/Tasks completed and accepted | All Plan Stage Deliverables/Tasks Complete, Accepted, Published |

### Architect and Configure Stage

The Architect and Configure stage of the deployment allows the City and Strada project team members to find a common understanding of the City's business needs and analyze how Workday Solution will be deployed to meet those needs.

This stage will begin with Foundation (Tenant) Alignment Sessions per area of scope. This is where you get to see the foundation configuration with your own data and explore where augmentation is necessary.

The Test strategy and plans for the various testing activities will be completed during this stage. The objective of the final part of the Architect and Configure stage of the deployment is to complete the configuration and configuration unit testing of the Workday Solution to validate the design decisions and make sure configuration meets requirements.

To initiate this stage, we run Customer Confirmation Sessions (CCS) to review completed Configurations. Following this, Configuration Unit Testing is conducted, and final Workday prototype (End to End Tenant) is prepared, including a fresh attempt of the full data load. Custom Reports are configured, integrations developed, and the tenant is prepared for the Test stage.

| 3.1 ARCHITECT AND CONFIGURE STAGE ENTRY / EXIT CRITERIA  |                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ENTRY CRITERIA – Stage cannot begin until all are met    | EXIT CRITERIA – Stage cannot close until all are met                                                                                                                                                                                                                                                                                   |
| All Plan stage activities completed, accepted and closed | All Architect and Configure Stage Deliverables/Tasks Complete, Accepted, Published                                                                                                                                                                                                                                                     |
|                                                          | All Severity 1 and 2 Defects corrected, retested, accepted, and closed or have a mutually agreed mitigation plan. Project Managers have the ability to evaluate Severity 2 Defects that are open to determine if the project can move forward. If a decision cannot be made this will be escalated to the Project Director for Client. |
|                                                          | No more than 20 of the logged Severity 3 Defects (Client's choice for remaining Defects) will remain open at the end of this stage. The resolved Severity 3 defects have been corrected, retested, accepted, and closed or have a mutually agreed mitigation plan.                                                                     |
|                                                          | *Strada's ability to close Defects will be dependent on Client completing test scenarios on a weekly basis according to a mutually agreed schedule, as well as logging and retesting Defects in a timely manner.                                                                                                                       |

### Test Stage

During the Test stage, the Client team conducts comprehensive testing of configurations, reports, and integrations within the Workday Solution to validate that it operates in accordance with the agreed and signed-off



requirements. The Test stage is a highly collaborative exercise between Strada and the City. The following types of testing are conducted:

- End-to-End & Integration System Testing — With Strada support, Client will validate the full set of employees, all modules and execute End-to-End Transactional Testing based on previously defined test scenarios (e.g., Calculations, Eligibility Rules, Security, Reports and End-to-End Integration Processes).
- Readiness Review—Client executes a series of simulations/scenarios to confirm readiness of people, processes, and tools for transition into Workday Solution. Client's production support team will provide first line of support, with second line support from Strada consultants.
- Payroll Parallel testing — Payroll Parallel Testing for Workday Payroll by Client consists of two cycles of consecutive pay periods for all pay groups to ensure that the payroll processes configured in Workday Solution deliver the same results as the Client's legacy application.

## END TO END Test Design

During this phase Test Plans and cases for Integration Testing will be completed. Integration Test Design will begin part way through execution of Functional Testing but must be completed prior to beginning Integration Test execution.

| 4.1 END TO END TEST DESIGN                                                 |                                                                                  |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| ENTRY CRITERIA – Stage cannot begin until all are met                      | EXIT CRITERIA – Stage cannot close until all are met                             |
| Architect and Configuration stage activities complete, accepted and closed | All Architect & Configure Stage Deliverables/Tasks Complete, Accepted, Published |
| Configuration Unit Test Design complete and closed                         | End To End Test Plan Complete, Accepted, Published                               |
| Configuration Unit Testing in progress                                     | End To End Test Cases Complete, Accepted, Published                              |

## END TO END TESTING

End To End Testing checks the integrated configuration of the Workday Solution with integrations and reports and with converted data - all components from all vendors working together with manual activities. Integration is also called "end to end" testing because it tests entities from end to end; for example, it tests transactions from set up, activities and to closure. While Configuration Unit Testing executes many short test cases, End to End Testing executes a few long test cases. A full data conversion will precede End to End testing.

| 4.2 END TO END ENTRY / EXIT CRITERIA                                 |                                                                                  |
|----------------------------------------------------------------------|----------------------------------------------------------------------------------|
| ENTRY CRITERIA – Stage cannot begin until all are met                | EXIT CRITERIA - Stage cannot close until all are met                             |
| Architect & Configure stage activities complete, accepted and closed | All Architect & Configure Stage Deliverables/Tasks Complete, Accepted, Published |
| Configuration Unit Testing complete and closed                       | All requirements tested and passed                                               |

| 4.2 END TO END ENTRY / EXIT CRITERIA                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Full Conversion Complete and ready for End to End / Integration Testing. Prior Conversion known Severity 1 and Severity 2 Defects corrected prior to each test cycle or mitigation approach mutually agreed. | All Severity 1 and 2 Defects corrected, retested, approved, and closed or have a mutually agreed mitigation plan. Project Managers have the ability to evaluate Severity 2 Defects that are open to determine if the project can move forward. If a decision cannot be made this will be escalated to the Project Director of Client. |
| End To End Test Design complete and closed                                                                                                                                                                   | No more than 20 of the logged Severity 3 Defects (Client's choice for remaining Defects) will remain open at the end of this stage. The resolved Severity 3 defects have been corrected, retested, accepted, and closed or have a mutually agreed mitigation plan.                                                                    |
|                                                                                                                                                                                                              | Full Conversion Complete and ready for End to End / Integration Testing. Prior Conversion known Severity 1 and Severity 2 Defects corrected prior to each test cycle or mitigation approach mutually agreed.                                                                                                                          |

| 4.3 PARALLEL TESTING ENTRY / EXIT CRITERIA                                                                                   |                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ENTRY CRITERIA – Stage cannot begin until all are met                                                                        | EXIT CRITERIA – Stage cannot close until all are met                                                                                                                                                                                                                                                                                  |
| End To End testing complete excluding integrations that both parties have agreed don't impact the start of parallel testing. | All Stage Deliverables/Tasks Complete, Accepted, Published                                                                                                                                                                                                                                                                            |
| Payroll Parallel environment prepared and ready for Client testing.                                                          | Identified variances for each rate have been addressed or approved. Known differences and discrepancies are documented and accepted by the Client.                                                                                                                                                                                    |
|                                                                                                                              | All Severity 1 and 2 Defects corrected, retested, approved, and closed or have a mutually agreed mitigation plan. Project Managers have the ability to evaluate Severity 2 Defects that are open to determine if the project can move forward. If a decision cannot be made this will be escalated to the Project Director of Client. |
| Cycles identified and Legacy files available.                                                                                | No more than 20 of the logged Severity 3 Defects (Client's choice for remaining Defects) will remain open at the end of this stage. The resolved Severity 3 Defects have been corrected, retested, approved, and closed or have a mutually agreed mitigation plan.                                                                    |

## DEPLOY Stage

Once the exit criteria for the Test stage are met, Client is ready to move to the Deploy stage. This stage includes all the steps necessary to move the Workday service into production with the implemented and tested features and functions. Once in production, Strada will provide a period of Post Production Support to ensure the success of Client's Workday Support team.

Client will conduct end user training activities as well as complete data catch-up (Events in Transition), run integrations for the first time, complete the first payroll run and/or the first financial period close (as per project

scope) and fully transition to Production Support Model. Strada is well positioned to address Client specific architecture landscape and integration requirements and design documentation.

| 5.1 DEPLOY STAGE ENTRY / EXIT CRITERIA                |                                                                   |
|-------------------------------------------------------|-------------------------------------------------------------------|
| ENTRY CRITERIA – Stage cannot begin until all are met | EXIT CRITERIA – Stage cannot close until all are met              |
| Test Stage activities complete, accepted and closed   | All Deploy Stage Deliverables/Tasks Complete, Accepted, Published |
|                                                       |                                                                   |

## POST PRODUCTION SUPPORT

The purpose of the Post Production Support period is to confirm in a verifiable manner that the implementation has been completed successfully, is performing as expected and there is no impact to operations during the hand-over.

Post Production Support planning should start at least four months prior to go-live to determine the criteria that will be met to ensure Strada has successfully implemented the services. The Post Production Support period starts upon the Move to Production Date and will continue until the Post Production Support criteria has been met with the intent that this occurs within 6 weeks.

| 6.1 POST PRODUCTION SUPPORT ENTRY / EXIT CRITERIA     |                                                                                                                                                                                                                                                                    |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ENTRY CRITERIA – Stage cannot begin until all are met | EXIT CRITERIA – Stage cannot close until all are met                                                                                                                                                                                                               |
| Deploy stage activities complete, accepted and closed | Deferred features and functionality that may have been agreed to during the implementation have been provided, tested, implemented, and accepted by the Client.                                                                                                    |
|                                                       | All Severity 1 and 2 Defects corrected, retested, approved, and closed that are caused by the Strada implementation (core Workday Solution defects will be addressed by the Workday maintenance agreement).                                                        |
|                                                       | No more than 20 of the logged Severity 3 Defects (Client's choice for remaining Defects) will remain open at the end of this Stage. The resolved Severity 3 Defects have been corrected, retested, approved, and closed or have a mutually agreed mitigation plan. |
|                                                       | Strada's ability to close Defects will be dependent on Client completing test scenarios on a weekly basis according to a mutually agreed schedule, as well as logging and retesting Defects in a timely manner.                                                    |
|                                                       | Formal handoff of production support, including outstanding issues, risks, and other concerns, has been made from Strada to the Client's staff and Workday.                                                                                                        |

## FRAMEWORK SERVICES AGREEMENT

This Framework Services Agreement (this “**FSA**”), effective as of March 25, 2025 (the “**Effective Date**”), is by and between City of Plymouth (“**Client**”), and Strada U.S. Professional Services, LLC (“**Strada**” and, together with Client, each a “**Party**” and collectively the “**Parties**”).

WHEREAS, Client submitted the Enterprise Resource Planning Software and Services RFP (“**RFP**”) and selected Strada based on its responses to such RFP (in the “**Proposal**” dated October 7, 2024) to provide certain services set forth in the attached Order Form, and Strada desires to perform such actions under the terms of this Agreement. In consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1. Contractual Framework.** This FSA sets forth terms for the attached Order Form (as defined below). “**Agreement**” means this FSA and all Attachments including the Order Form. “**Affiliate**” of a Party means any entity, whether incorporated or not, that Controls, is Controlled by, or is under common Control with such Party. “**Control**” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. The RFP and Strada’s Proposal are incorporated herein by reference to evidence the promises made through the procurement process by Strada. In the case of ambiguity in a term of this Agreement and the RFP/Proposal such ambiguity shall be resolved in the following order: (a) first by referencing the terms of this Agreement; and (b) then by referencing the Strada’s Proposal; and (c) finally by consulting the RFP. Notwithstanding the foregoing, the RFP shall only be referenced for the purpose of clarifying an ambiguous term and not to add any further requirements to the Agreement, but the Proposal is included to reflect the scope promised including the functionality requirements in the Proposal in Attachment C which are in scope for the Services in the attached Order Form.

### **Section 2. Overview; Specifics for Services.**

#### **2.1. Order Forms; Performance.**

**2.1.1.** The services that Strada will provide to Client (the “**Services**”) will be described in the attached statement of work or other written ordering documents (the “**Order Form**”). To be effective, the Order Form must be duly executed by an authorized representative of each Party. If there is a conflict between a term in this FSA and a term in the Order Form, the term in this FSA shall control unless otherwise expressly amended in such Order Form in which case such term is amended only for the purposes of the Order Form.

**2.1.2.** With respect to the Scope of Services of the Order Form attached hereto as Attachment 2, Strada acknowledges that Client has delivered to Strada all information and documents that Strada has deemed necessary, as requested by Strada, (the “**Due Diligence Materials**”), for Strada to price the obligations of such Order Form. Strada will not be relieved of any of its obligations under this Agreement nor will the fees or any other terms and conditions of this Agreement be adjusted, as a result of: (a) Strada’s failure to review the Due Diligence Materials; or (b) Strada’s failure to request any information or documents from Client.

**2.1.3.** Strada shall perform the Services as described herein and in the Order Form. Such Services shall consist of the services, functions and responsibilities described in this Agreement. Any subtasks that are not specifically described in this Agreement but which are reasonably inherent or necessary for Strada to accomplish its scope of the overall Workday Solution (as defined in the Order Form) described in the Order Form shall be deemed to be included within the scope of the Services and to the extent a Strada responsibility to be delivered for the fees for Services as if such subtasks were specifically described in this Agreement. Client shall perform those tasks and fulfill those responsibilities specified in the applicable Order Form as “**Client Responsibilities**”.

**2.1.4.** Strada shall be responsible for providing the facilities, infrastructure, equipment, software, hardware and other tools to perform all the Services except as set forth as a Client Responsibility in the Order Form.

**2.1.5.** If the Order Form is a Firm-Fixed-Price contract type, the Services under the Order Form will have Deliverable requirements, which will be agreed to by the Parties from time to time. Such Deliverables shall be subject

to the acceptance procedures in the Order Form. The Parties shall comply with reporting requirements and frequency set forth in the Order Form.

**2.2. Change Orders.** Each Party may request changes in the Services. If the Parties agree to proceed with a change, a written change order (a “**Change Order**”) describing the change (including the impact of the change on scope and fees) shall be prepared by Strada and submitted to Client for review. Each Party is responsible for its own costs associated with developing a Change Order unless otherwise mutually agreed. To be effective, each Change Order must be identified as such and be duly executed (or otherwise approved via another mutually agreed method) by an authorized representative of each Party. Each Change Order shall be deemed an amendment to this Agreement.

**2.3. Client Directions.** Strada may receive other directions from Client particular to Client’s business practices that may be relied upon in providing the Services (i.e., interpretations of laws, Client’s policies, procedures and plans applicable to Client’s operations). If Strada reasonably requests any such direction, Client shall use reasonable efforts to provide such direction in a timely manner.

**2.4. Client Affiliates.** Client may make the Services available to its Affiliates that have not entered into a separate Order Form with Strada. Any use of the Services by any such Affiliate shall be deemed use of the Services by Client and subject to all of the terms and conditions of this Agreement. Client shall cause any such Affiliate to comply with all of Client’s obligations under this Agreement. Client shall be responsible for any such Affiliate’s acts or omissions to the same extent as if such acts or omissions were by Client.

**2.5. Strada Personnel.**

**2.5.1. Qualifications.** Strada shall ensure that Strada personnel are educated, trained, and experienced for the Services they are to perform.

**2.5.2. On Site.** While at Client’s premises (or any Client Affiliate’s premises), Strada personnel shall: (i) comply with Client’s requests, rules, and regulations regarding personal and professional conduct (including the wearing of an identification badge and adhering to regulations and general safety, dress, behavior, and security practices or procedures) generally applicable to such premises; and (ii) otherwise conduct themselves in a businesslike and professional manner.

**2.5.3. Changes.** If Client has concerns regarding Strada personnel, Client shall document and bring such concerns to the attention of Strada. Strada shall take prompt and reasonable measures to resolve such concerns unless such concerns would be illegal if applied to Client’s own personnel or be a violation of applicable law. Strada will report its intended resolution to Client. If Client then determines in good faith that continued assignment of such Strada personnel is not acceptable and requests removal of such Strada personnel, Strada shall promptly remove such Strada personnel from performing the Services and replace the same with person(s) of suitable ability, qualifications and experience with reasonable efforts to minimize impact on the project. If Client identifies concerns with the performance of Key Personnel, the Parties will use an expedited version of the process in this Section to seek to resolve such concerns within seven (7) business days from receipt of a writing by Client clearly identifying that there is a concern with Key Personnel that requires resolution. Notwithstanding the foregoing, the Parties agree and acknowledge that certain situations call for the immediate removal of Strada personnel from Client’s premises or project, such as engaging in behavior that has caused or may cause harm to persons or Client property. Changes in personnel will not impact the timeline for performance. This provision shall not operate or be construed to limit Strada’s responsibility for the acts or omissions of Strada personnel. If Strada personnel (including Key Personnel) are replaced, Strada will not charge Client for the number of hours needed to familiarize the replacement with the project.

**2.5.4. Key Personnel.** The Order Form shall identify key personnel or key personnel roles for Strada’s personnel (which are “**Key Personnel**”). Key Personnel may be assigned to the applicable Client project for the duration of the Order Form or shorter time period as specified in the Order Form. Subject to the last sentence of this Section, Strada shall not replace any Key Personnel without the prior written consent of Client, which shall not be unreasonably withheld. Any such removal shall include Strada’s plan to replace the specific individual and any transition plan intended to minimize disruption to the Client’s project defined in the Order Form; provided, however,

that no such removal shall modify the schedule, Deliverables or cost of the project defined in the Order Form. The Parties recognize that there may be situations where prior written consent is not possible due to the following causes: death, disability, illness, change in personal situation (such as parental leave, FMLA leave, etc.), internal promotion in accordance with internal human resources policies, retirement, resignation or termination of employment. In such situations, Strada will provide notice as soon as practical, and the foregoing clause shall apply except for the requirement to obtain Client's consent to such replacement. Client will have the right to approve in advance Strada's personnel holding any of the roles specified in the Order Form as "**Key Personnel**" roles in accordance with this Section. Before assigning an individual to act as a Key Personnel, whether as an initial or subsequent assignment, Strada will notify Client of the proposed candidate and provide Client with the proposed candidates' qualifications. If Client has concerns and the Parties are not able to resolve Client's concerns within five (5) business days, or as otherwise agreed, Strada will propose another candidate of suitable ability and qualifications. In the event of the voluntary resignation, involuntary termination, retirement, illness, disability or death of one of its Key Personnel during or after the specified period, Strada will (i) give Client as much notice as reasonably possible of such development, and (ii) expeditiously identify and obtain Client's approval of a suitable replacement.

**2.6. Identification.** Strada personnel will clearly identify themselves as Strada personnel and not as employees or representatives of Client in any and all communications, whether oral, written or electronic, unless and to the extent authorized by Client in connection with the performance of specific Services. Strada will ensure that Strada personnel are authorized to work in any country in which they are assigned to perform Services.

### **Section 3. Warranties; Disclaimers**

**3.1. Warranties.** Strada represents and warrants to Client that (a) it shall provide the Services in a professional and workmanlike manner, (b) the Services shall conform in all material respects with the specifications for such Services set forth in the Order Form and any applicable mutually agreed business requirements document, (c) its personnel shall have the skill and qualifications reasonably necessary to perform their respective duties with respect to the Services and (d) it shall be responsible for payment of all salaries and social security, unemployment and other taxes related to its personnel, (e) all Deliverables shall conform in all material respects to the specifications, descriptions and quality requirements set forth in the Order Form until the end of AMS Support, unless the reason for the non-conformity is a subsequent change to the Deliverables by Client or its contractors other than by, or as specifically directed by, Strada (or Strada's personnel); the foregoing shall not modify any Post-Deployment stage or AMS Support offered under the Order Form, (f) Strada will use commercially reasonable efforts to prevent the introduction of Malicious Code into the Deliverable(s) and Client Systems and shall not knowingly introduce any Malicious Code into the Deliverable(s) or Client Systems, and (g) it shall comply with all laws and regulations applicable to it in its capacity as a service provider including those related to data privacy, international communications and the transmission of technical or personal data. In the event of any failure of the Services or Deliverables to comply with such applicable warranties, Strada shall, upon Client's written request, (i) promptly correct such failure at its own expense to the extent such correction is reasonably necessary and practical under the circumstances or (ii) in the event Strada is unable to correct such deficiencies after good-faith efforts, refund Client prorated amounts paid for the defective Services or Deliverables. "**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

**3.2. Disclaimer.** **Except as otherwise expressly provided in the Order Form, the Services are provided "as is" and Strada does not make, and hereby disclaims, any and all other warranties (express, implied or otherwise) with respect to the Services.**

### **Section 4. Compensation.**

**4.1. Fees and Expenses.** The fees and expenses payable in connection with the Services provided under this Agreement, together with the terms under which such fees and expenses will be invoiced, paid and adjusted, shall be set forth in the Order Form, and Client shall pay such undisputed fees and expenses to Strada in accordance therewith. Reimbursement for travel and subsistence expenses actually and necessarily incurred by Strada as a result of performance of Services will be payable pursuant to the Order Form. Reimbursements will not be made for travel and subsistence expenses incurred unless Strada has received prior written approval for travel from Client. Strada will send all Client invoices electronically (by email or otherwise). All fees are quoted and payable in United States Dollars.

**4.2. Taxes.** The fees payable in connection with the Services do not include, and Client shall (unless Client provides Strada with a valid tax exemption) be responsible for and pay, all sales, use, excise and other taxes relating to Client's receipt of the Services; provided that Client shall not be responsible for or pay any taxes relating to Strada's income, capital, gross receipts, employees or real or personal property.

**4.3. No Implied Charges.** Each Party shall be solely responsible for all the costs and expenses of performing such Party's obligations under this Agreement, and no payment shall be due from the other Party for the performance of such obligations, unless such payment is expressly specified in this Agreement.

## **Section 5. Term and Termination.**

### **5.1. Term; Effect of Termination.**

**5.1.1.** The term of this Agreement shall begin on the Effective Date and shall continue until the Order Form is completed or on the date set forth therein, unless earlier terminated as set forth herein or therein.

**5.1.2.** Upon expiration or termination of this Agreement, without limiting either Party's rights and remedies at law and in equity:

5.1.2.1. Client shall pay Strada for all Services rendered per this Agreement and expenses incurred by Strada prior to the effective date of termination pursuant to the terms hereof, and, if this Agreement is terminated by Client for convenience (as set forth in the Order Form) or Strada terminates this Agreement for Client's uncured material breach, and Services have been performed for which no payment was due as of the effective date of termination (for example, a milestone is not yet complete), Strada shall be entitled to an equitable adjustment for all costs incurred in performance of the Services for such milestone up through the effective date of termination not to exceed the applicable milestone amount set forth in the Order Form;

5.1.2.2. Each Party shall promptly return or destroy, as the other Party may direct, all documentation in any medium that contains, refers to, or relates to the other Party's Confidential Information, and retain no copies, adaptations and independent compilations thereof, which shall include, for Strada, all Client Systems; and

5.1.2.3. Strada shall deliver all Deliverables developed up through the date of termination and all copies thereof to Client.

**5.1.3.** The rights and obligations of the Parties which, by their nature, should survive termination or expiration of this Agreement, shall survive such termination or expiration.

**5.2. Termination for Cause.** Each Party may terminate this Agreement for cause if the other Party materially breaches the terms of this Agreement and such breach is not cured within 30 days after the non-breaching Party delivered notice of such breach to the breaching Party.

**5.3. By Client.** If Strada repeatedly breaches: (a) obligations under this Agreement relating to Confidential Information or data security, and such repeated uncured breaches of the same obligation or restriction, when taken together, constitute a material breach of this Agreement, and Client has provided notice to Strada of the previous alleged breaches when they occurred and provided Strada an opportunity to cure such breaches, then upon occurrence of the breach that Client believes that when taken together with the alleged prior breaches makes the breaches, in the aggregate, material; or (b) other performance obligations under this Agreement and fails to correct its performance under a corrective action plan agreed to by the Parties, Client may give notice to Strada, and if not corrected within the period specified in the plan; then in either case Client may, by giving written notice to Strada, terminate this Agreement as of a date specified in the notice of termination.

**Section 6. Client Obligations.** Client shall (a) provide or otherwise make available to Strada all Client Data in Client's control (including data held by any Client vendor or other representative on Client's behalf) necessary for Strada to perform the

Services, (b) obtain any licenses, authorizations, consents and approvals required for Strada to use or otherwise access any Client Data or Client Systems provided or otherwise made available to Strada by or on behalf of Client) and (c) provide Strada with reasonable advance notice of any known event or circumstance that may impact the Services (e.g., modifications of Client policies, procedures and plans). Client shall be responsible for the accuracy and appropriateness of any Client Data (as defined herein) or Client Systems provided or otherwise made available to Strada by or on behalf of Client on delivery.

## **Section 7. Confidentiality.**

**7.1. Confidential Information.** For purposes hereof, “**Confidential Information**” means all information, irrespective of the form thereof, disclosed by or on behalf of either Party (as applicable, the “**Disclosing Party**”) to the other Party (as applicable, the “**Receiving Party**”) or its Representatives (as defined below) in connection with the subject matter hereof that is marked confidential or which otherwise would be understood by a reasonable person in the position of the Receiving Party to be confidential in nature, including any such information regarding the Disclosing Party’s services, products, systems, software, marketing, pricing, operations, financial results, plans, strategies, trade secrets, know-how, methods and intellectual property and its relationship with employees, prospects, customers, suppliers and other third parties, as well as the terms of this Agreement; provided, however, that, except for Personal Data (as defined in the DPA) (which shall at all times be treated as confidential), “Confidential Information” shall not include any information that (a) is or becomes generally available to the public other than as a result of a disclosure thereof by the Receiving Party or its Representatives in violation hereof, (b) was or becomes available to the Receiving Party from a source (other than the Disclosing Party or its Representatives) that, to the Receiving Party’s knowledge, was not prohibited from disclosing such information pursuant to a contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party or (c) is or was independently developed by the Receiving Party or its Representatives without the use of any information that would otherwise be Confidential Information hereunder or (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event Client receives an open records or other similar applicable request, Client will give Strada prompt notice and otherwise perform the functions required by applicable law in order to permit Strada an opportunity to redact Trade Secrets and protect confidential proprietary information from disclosure to the extent afforded by applicable law.

**7.2. Restrictions.** The Receiving Party shall not use the Disclosing Party’s Confidential Information for any purpose other than to exercise its rights or perform its obligations hereunder. The Receiving Party shall not, without the prior written consent of the Disclosing Party, disclose any of the Disclosing Party’s Confidential Information to any unrelated third party other than the Receiving Party’s Affiliates and its and their directors, officers, employees, independent contractors, advisors, subcontractors, vendors, agents or other representatives (collectively, “**Representatives**”) who, in each case, (a) reasonably require access to such Confidential Information to assist the Receiving Party to exercise its rights or perform its obligations under this Agreement and (b) have a contractual, legal, professional or fiduciary obligation of confidentiality to the Receiving Party that is consistent in all material respects with the Receiving Party’s obligations of confidentiality to the Disclosing Party hereunder. The foregoing does not expand or limit other terms hereof, such as limitations on subcontracting. The Receiving Party shall be responsible for any use or disclosure of the Disclosing Party’s Confidential Information by any of its Representatives (in their capacity as such) to the extent such use or disclosure, if by the Receiving Party, would not be permitted hereunder.

**7.3. Required Disclosure.** Notwithstanding the foregoing, if the Receiving Party or any of its Representatives is requested or required to disclose any of the Disclosing Party’s Confidential Information by law or legal process, then (a) the Receiving Party shall (if permitted by law) promptly notify the Disclosing Party and reasonably cooperate with the Disclosing Party (at the Disclosing Party’s expense) in its efforts to obtain an appropriate protective order or other remedy and (b) if such protective order or other remedy is not obtained, the Receiving Party or its Representative (as applicable) may disclose that portion of the Confidential Information which is legally required to be disclosed and shall use commercially reasonable efforts to obtain reasonable assurances that confidential treatment, if available, will be accorded such Confidential Information. Notwithstanding the foregoing, the Receiving Party and its Representatives shall be permitted to disclose any Confidential Information without the consent of or notice to the Disclosing Party and without otherwise complying with the terms of this Section in connection with any ordinary course examination by a regulator, self-regulatory organization or similar supervisory authority, provided that such examination is not specifically directed at the Disclosing Party.



**7.4. Obligations on Termination.** Subject to any other obligations herein with respect to the return or retention of information, following termination of this Agreement, the Receiving Party shall, and shall require its Representatives to, destroy all Confidential Information in the possession, or under the control, of the Receiving Party or its Representatives in connection with this Agreement; provided, however, that the Receiving Party and its Representatives shall be entitled to retain copies of Confidential Information to the extent necessary to comply with applicable law or published professional obligations or for litigation or bona fide records retention purposes, in each case, to the extent permitted by law and subject to confidentiality.

**7.5. Injunctive Relief.** In addition to any other remedy to which it may be entitled, the Disclosing Party shall be entitled to seek an injunction or other equitable remedy to prevent or enjoin breaches of this Section 7 (Confidentiality) by the Receiving Party or any of its Representatives.

**7.6. MGDPA.** The requirements of Minn. Stat. 13.05 Subd.11 apply to this Agreement. Notwithstanding anything to the contrary in this Agreement and only to the extent required by law, Strada shall comply with the applicable portions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (“MGDPA”).

## **Section 8. Proprietary Rights.**

**8.1. Client Data.** As between the Parties, all right, title and interest, including all intellectual property rights, in and to all information and other materials provided or otherwise made available to Strada by or on behalf of Client or any Service User in connection herewith, and all data produced as a result of processing activities by Strada or its personnel or as part of the Services for the data submitted by Client or its Representatives, shall be owned by Client (“**Client Data**”). Subject to the terms and conditions of this Agreement, Client hereby grants Strada a non-exclusive, non-sublicensable (except to permitted subcontractors), non-transferable, revocable, royalty-free right during the Order Form Term to use Client Data for the purpose of performing the applicable Services under this Agreement. Strada may not anonymize or aggregate or modify or reverse engineer Client Data.

**8.2. Client System.** Except for Client Data, any software, software-as-a-service, tools, databases, policies, procedures, computer systems, APIs or other connectors (e.g. sFTP sites) that are provided by or on behalf of Client to Strada, are collectively referred to herein as the “**Client Systems**.” For clarity, the third party software or services that Client makes available or accessible to Strada under this Agreement are Client Systems, as between the Parties. Client may provide access to or use of Client Systems. Strada shall: (a) take all reasonable precautions to protect the Client Systems against, loss, damage, theft or disappearance; (b) take no actions that affect Client’s title or interest in the Client Systems; (c) abide by reasonable specifications and use instructions from Client for the Client Systems; (d) not give access to the Client Systems to any third party (except Strada personnel subject to the terms hereof) without Client’s prior written consent; (e) leave in place, and not alter or obscure, any proprietary notices and licenses on the Client Systems; (f) not modify or alter the Client Systems in any way except as permitted in the Order Form; and (g) return all Client Systems upon completion of Services or earlier if the Services are terminated. The Parties agree that unless specifically agreed to in the Order Form, Client will not provide, and Strada will not access, any Client Systems. Any access provided is on an AS IS basis unless otherwise stated in the Order Form. Strada’s right to use Client Systems shall be set forth in the Order Form or, if not stated, is limited as follows, subject to the terms and conditions of this Agreement, Client hereby grants Strada a non-exclusive, non-sublicensable (except to permitted subcontractors), non-transferable, revocable, royalty-free right during the Order Form Term to access and use the Client System for which access is provided to Strada for the sole purpose of performing the applicable Services under this Agreement. The Parties will also agree and set forth in the Order Form how Strada will remotely connect to the applicable Client Systems for the purposes of performing the Services. Strada will install and maintain, at Strada’s expense, the equipment, infrastructure and services necessary to access or connect to the Client Systems.

**8.3. Deliverables.** Client shall own (a) all reports and records developed by or on behalf of Strada as part of a task for Client in performing the Services except for any pre-existing intellectual property rights of Strada or its Representatives therein (e.g., trademarks and templates), (b) any configurations of, and integrations to/from, a third party cloud-based software platform utilized by Client (e.g., Workday or SAP) that are made for Client by Strada under the Order Form, and (c) any other deliverables identified in the Order Form as owned by Client (collectively, “**Deliverables**”). Deliverables will be deemed “works made for hire” under the U.S. Copyright Act. To the extent that Client is not deemed the author and inventor of any Deliverables, Strada will and hereby does, without further consideration, perpetually and

irrevocably assign, transfer and convey to Client (both present and future), effective immediately on the creation or development of each such Deliverables, all right, title and interest in and to the Deliverables including all intellectual property rights therein. Strada and its personnel will not have any right, title or interest in the Deliverables, nor any license to use, sell, modify, create derivative works of, distribute, disclose, exploit, copy or further develop the Deliverables, or any intellectual property rights incorporated or embedded in the Deliverables.

**8.4. Strada IP.** As between the Parties, all right, title and interest, including all intellectual property rights, in all trade names, trade secrets, know-how, methods, software, information and other materials provided or otherwise made available to Client or its Representatives by or on behalf of Strada, except for any Client Data incorporated therein, any Client System (including any Workday intellectual property), Client's other Confidential Information or any Deliverable, that is owned by, or licensed by a third party to, Strada shall continue to be owned by Strada as between the Parties ("**Strada IP**"). Strada hereby grants Client and its Representatives engaged in assisting Client with the Services a non-exclusive, royalty-free right to use Strada IP to the extent (a) necessary to enable Client to make reasonable use of the Services for its own internal business purposes and (b) integrated with or embedded in Deliverables or are required for the function or for use thereof, to use, copy, configure, install, execute, operate, maintain, modify, create derivative works of, enhance, distribute, display, disclose, develop and otherwise exploit such Strada IP for Client's internal business purposes (including for use with third party contractors subject to confidentiality provision substantially similar to those contained in Section 7 above using such Deliverables to provide services to Client and Client's customers); provided that Client shall not sell, license, transfer or otherwise grant rights to (except for sublicensing to those which provide services to Client for Client's benefit pursuant to the confidentiality restrictions in Section 7), reverse engineer or otherwise attempt to obtain source code in any Strada IP. For the avoidance of doubt, Client's right to use any Strada IP made available to Client or the Service Users by or on behalf of Strada in connection with the Services shall end upon the termination of such Services, provided that, to the extent such Strada IP is integrated with or embedded in a Deliverable or are required for the function or for use thereof, Client's right to use such Strada IP shall be perpetual and irrevocable. Strada is administratively and financially responsible for obtaining any consents necessary for Client and Strada to use Strada IP required to perform the Services or as permitted herein. Strada retains responsibility for its contractual obligations with respect to all such Strada IP.

**8.5. Reservation of Rights.** This Agreement does not grant or otherwise give either Party any right, title or interest in or to any of the other Party's intellectual property or other proprietary rights (including any such rights developed or acquired under or in connection with this Agreement), except as expressly provided herein.

**Section 9. Compliance with Law.** Each Party shall comply in all material respects with the laws applicable to its business, operations and employment of its personnel. As between the Parties, Client shall be responsible for (a) preparing, adopting and maintaining all documents establishing Client policies, procedures and plans and ensuring that such Client documents comply with applicable law, (b) interpreting and complying with such documents and all laws applicable to Client and (c) supervising the activities of Client's vendors and other representatives (other than Strada). Client is responsible for ensuring that its own use of any data reported in connection with the Services complies with all applicable laws. To the extent applicable in connection with the Services, it is Strada's expectation that Client will provide Strada with data that, if processed for payment, would result in a payment permitted under applicable law (including OFAC). Strada does not provide legal or tax advice.

#### **Section 10. Data Protection.**

**10.1. Data Security and Privacy.** The Parties shall comply with the terms and conditions of the Data Protection Agreement attached hereto as Attachment 1 (the "**DPA**"). If Client directs Strada to provide Client Data or other information to any Client vendor or other representative (other than Strada), Client shall be responsible for the acts and omissions of such vendor or other representative with respect thereto. If Client requires Strada to establish single sign-on integration with Client's or any of its third party vendors' systems, Strada will not be responsible for any authentication by Client or any such third party.

**10.2. Business Continuity.** Strada shall maintain a business continuity and disaster recovery program based on generally accepted industry practices designed to reduce the effects of a significant disruption in Strada's operations. A summary of such program is in the DPA.

**10.3. Record Retention.** Strada shall maintain records relating to the Services provided, and the fees payable under, this Agreement in accordance with Strada's generally accepted accounting and business practices, as may be more specifically described in the Order Form. Client shall retain duplicate copies of any Client Data it provides or otherwise makes available to Strada.

## **Section 11. Remedies and Liability.**

**11.1. Indemnification.** Except for claims to the extent Client is negligent or engages in willful misconduct, Strada ("**Indemnifying Party**") shall defend Client and its Affiliates and officers, directors and employees (as applicable, the "**Indemnified Party**") against any and all third party claims, and indemnify the Indemnified Party against any losses, damages, liabilities and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") awarded in such a claim, or agreed to in settlement by the Indemnifying Party in defending such claim, to the extent such claim and Losses are a result of (a) any breach of this Agreement by the Indemnifying Party, (b) any negligent or more culpable act or omission (including willful misconduct) of the Indemnifying Party or any of its Representatives in connection with the subject matter of this Agreement, (c) any breach of the Data Protection Agreement, as applicable caused by the Indemnifying Party (but subject to the Data Cap for Personal Data breaches), (d) any bodily injury (including death) or damage to real or tangible personal property caused by any negligent or more culpable act or omission (including willful misconduct) of the Indemnifying Party or any of its Representatives in connection with the subject matter of this Agreement or (e) any infringement of the intellectual property rights of a third party by use of Strada IP (if Strada is the Indemnifying Party) or Client Data (if Client is the Indemnifying Party) as contemplated hereunder. For the avoidance of doubt, no Indemnified Party shall be entitled to indemnification under this Agreement for any Losses to the extent that such Indemnified Party has been otherwise compensated with respect to such Losses (including as a result of re-performance).

**11.2. Defense of Third Party Claims.** If any third party claim is threatened or otherwise asserted that would reasonably be expected to give rise to a claim for indemnification hereunder, the Indemnified Party shall deliver a reasonably detailed notice thereof to the Indemnifying Party; provided that a failure to provide such notice shall not relieve the Indemnifying Party of any liability hereunder unless, and only to the extent that, the defense of such third party claim is prejudiced by such failure. The Indemnifying Party may elect (but is not obligated) to assume and thereafter conduct the defense of such third party claim by promptly providing the Indemnified Party with notice to such effect; provided that the Indemnified Party shall have the exclusive right to assume and conduct the defense of any third party claim (a) to the extent such third party claim seeks an injunction or other equitable relief or may give rise to criminal liability, (b) if a material conflict of interest exists between the Indemnified Party and the Indemnifying Party with respect to such third party claim or (c) if the Indemnifying Party fails to vigorously defend such third party claim. If the Indemnifying Party assumes such defense, the Indemnified Party may also participate in such defense with counsel of its choice and at its expense and shall otherwise reasonably cooperate with the Indemnifying Party in such defense. Neither the Indemnified Party nor the Indemnifying Party shall enter into any settlement of, or consent to the entry of any judgment arising from, any such third party claim without the other's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed); provided that the Indemnifying Party shall not be required to obtain the Indemnified Party's consent for any such settlement or judgment that provides for the unconditional release of the Indemnified Party in connection therewith and solely involves the payment of monetary damages (i.e., no injunction or other equitable relief) for which the Indemnified Party will be indemnified hereunder.

**11.3. Related Third Party Claims.** The Indemnified Parties other than the Parties are not intended third party beneficiaries of this Agreement. Rather, all claims arising from or related to this Agreement shall be made by a Party and each Party shall be indemnified by the other Party against any Losses incurred in connection with any such claim made directly by such other Party's related Indemnified Parties.

**11.4. Mitigation.** Each Indemnified Party shall use reasonable efforts to mitigate any Losses it incurs in connection with this Agreement and the Parties shall reasonably cooperate to mitigate the effects of any of the events giving rise to such Losses.

**11.5. LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary herein, each Party's maximum aggregate liability arising from or related to this Agreement shall not in any event exceed an amount equal to the average annual fees paid or payable to Strada in connection with this Agreement (the "**General Cap**"); provided that such limitation shall not apply to liabilities resulting from a breach by a Party of its obligations under Section 7 (Confidentiality),

Section 10.1 (Data Security and Privacy) or the DPA, for which liabilities a Party's maximum aggregate liability shall not in any event exceed a separate cap of an amount equal to the greater of \$2,000,000 USD or the General Cap (the "Data Cap") (it being understood and agreed that liabilities subject to the General Cap shall not apply toward the Data Cap and vice versa). The limitations in this Section shall apply to any and all liabilities of any nature whatsoever and to all legal theories of recovery (regardless of whether asserted as a direct claim, a third party claim or otherwise); provided that such limitations shall not apply to any liability resulting from (a) any fraudulent, criminal or willful and intentional misconduct by a Party or any of its Representatives, (b) a Party's indemnification and defense obligations under Section 11(d) (Bodily Injury and Property Damage), 11.1(e) (IP Infringement) and Section 11.3 (Related Third Party Claims) , (c) a breach by Client of any of its payment obligations hereunder, (d) misuse or unauthorized access to the Client Systems or Strada IP by either Party (for clarity, this does not include Client Data), or (e) any other liability which may not be limited under applicable law. Any Losses incurred by a Party as a result of any third party claim arising from or related to this Agreement that is made by any of the other Party's Representatives shall apply toward the General Cap or Data Cap (as applicable).

**11.6. CONSEQUENTIAL DAMAGES.** Notwithstanding anything to the contrary herein, to the extent permitted by law, in no event shall either Party be liable for any loss of anticipated savings, harm to reputation, impaired goodwill or lost productivity, lost profits or revenue, diminution in value or other consequential, indirect, incidental, special, punitive or exemplary damages suffered by the other Party or its Representatives arising from or related to this Agreement, regardless of the applicable legal theory of recovery or the foreseeability thereof (and whether or not such Party was advised of the possibility thereof). The limitations in this Section shall apply to any and all liabilities of any nature whatsoever and to all legal theories of recovery (regardless of whether asserted as a direct claim, a third party claim or otherwise); provided that such limitations shall not apply to any liability resulting from (a) any fraudulent, criminal or willful and intentional misconduct by a Party or any of its Representatives, (b) a Party's indemnification and defense obligations under Sections 11.1(d) (Bodily Injury and Property Damage), 11.1(e) (IP Infringement) and 11.3 (Related Third Party Claims) (c) a breach by Client of any of its payment obligations hereunder, (d) misuse or unauthorized access to the Client Systems or Strada IP by either Party (for clarity, this does not include Client Data), or (e) any other liability which may not be limited under applicable law. Further, the parties agree that any of the following are "direct damages" subject to the Data Cap, rather than damages disclaimed under this Section and will apply in the event of a breach by Strada of its obligations under Section 7 (Confidentiality), Section 10.1 (Data Security and Privacy) or the DPA: (i) costs of any required forensic investigation to determine the cause of a security breach involving Personal Data; (ii) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by applicable Law) and to individuals whose Personal Data have been disclosed or accessed ("Affected Individuals"); (iii) providing a credit monitoring service to Affected Individuals who elect to receive it for a period of one year after the date on which such individuals were notified of the unauthorized disclosure or access; and (iv) operating a call center to respond to questions from Affected Individuals for a period of one year after the date on which such individuals were notified of the unauthorized disclosure or access.

**Section 12. Insurance.** Strada shall, at its own expense, maintain the following insurance coverages with insurers rated A-VII or better in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies: (a) workers' compensation and related insurance as prescribed by applicable law; (b) employer's liability insurance with limits of \$1,000,000 USD for bodily injury per occurrence; (c) general liability insurance in the amount of \$2,000,000 USD per occurrence and \$4,000,000 USD in the aggregate; and (d) professional / cyber liability insurance in the amount of \$5,000,000 USD in the aggregate. Upon Client's request, Strada shall provide Client with certificates of insurance evidencing such coverages.

**Section 13. Dispute Resolution.** In the event of any dispute arising from or related to this Agreement, the Parties shall for a period of at least 30 days attempt in good faith to negotiate a resolution thereof, including by escalating the matter to the managers of the persons with direct responsibility for administration of this Agreement; provided that the foregoing shall not limit a Party's right to commence legal proceedings to prevent irreparable harm. All communications in connection therewith shall be treated as compromise and settlement negotiations without prejudice for purposes of applicable rules of evidence.

**Section 14. Miscellaneous.**

**14.1. Entire Agreement.** This Agreement (including the Order Form), together with any mutually agreed business requirements document and Change Order and the DPA and all exhibits and schedules referenced herein and therein, constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof and thereof, and

supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

**14.2. Severability.** If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement and such provision as applied to other persons, places or circumstances shall remain in full force and effect and such invalid, void or unenforceable provision shall be enforced to the fullest extent permitted by law.

**14.3. Amendment; Waiver.** This Agreement may not be amended or otherwise modified unless such amendment or modification is set forth in writing, identified as an amendment or modification thereof and duly executed by an authorized representative of each of the applicable Parties. No provision of this Agreement may be waived unless such waiver is set forth in writing, identified as a waiver thereof and signed by an authorized representative of the waiving Party. Except as otherwise provided in this Agreement, no failure or delay by a Party in exercising any right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right.

**14.4. Assignment.** A Party may not assign this Agreement without the prior written consent of the applicable non-assigning Party and any purported assignment without such consent shall be void and unenforceable; except that a Party may, without obtaining such consent, assign this Agreement to any person in connection with any sale or other transfer of the business or assets of such Party, provided that the assignee assumes and has the ability to perform the assigning Party's duties and obligations under this Agreement. Notwithstanding the foregoing, Strada may engage Affiliates, subcontractors and other third parties to perform a portion of the Services; provided that Strada shall remain responsible for the performance of such Services by such Affiliates, subcontractors and other third parties to the same extent as if such Services were performed by Strada. Prior to entering into a subcontract with any Affiliate or other third party for the Services, Strada shall give Client reasonable prior written notice specifying the components of the Services affected, the scope of the proposed subcontract, and the identity and qualifications of the proposed subcontractor. Client's prior written approval of subcontractors shall not be unreasonably withheld, subject to any restrictions on changes to Key Personnel. Strada shall provide in its agreements with all Affiliates and other subcontractors such written provisions as are sufficient to enable Strada to comply with the provisions of this Agreement. Strada shall be Client's sole point of contact regarding the Services.

**14.5. No Third Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**14.6. Relationship of the Parties.** The relationship between the Parties is that of independent contractors and this Agreement will not establish any agency, partnership, joint venture, fiduciary, franchise or employment relationship between the Parties (or between one Party and the Representatives of the other Party). Neither Party by virtue of this Agreement shall have any right, power or authority, express or implied, to bind the other Party. Except for its express obligations hereunder, the method and manner for performance of the Services shall be under the exclusive control of Strada.

**14.7. Force Majeure; Excused Performance.**

**14.7.1.** Notwithstanding anything to the contrary herein, neither Party shall be liable for, nor be deemed to be in breach hereof as a result of, any failure to comply with its obligations hereunder (except for any of Client's payment obligations hereunder for Services already rendered or continuously being provided as required in this Agreement) to the extent attributable to any act of God, flood, fire, earthquake, hurricane, act of war or other hostility, act of terrorism, governmental action or inaction, civil unrest, national emergency, epidemic, power, telecommunication or other service outage or any other cause or circumstance beyond the reasonable control of such Party ("**Force Majeure Event**"); provided that nothing in this Section shall limit or otherwise affect Strada's obligation to execute its business continuity and disaster recovery program. The affected Party shall give the other Party prompt notice of any such event and use commercially reasonable efforts to end and minimize the effects thereof.

**14.7.2.** In addition, notwithstanding anything to the contrary herein, Strada shall not be liable for, nor be deemed to be in breach hereof as a result of, any failure to comply with its obligations hereunder or any other act or omission attributable to any of the following conditions to the extent there is: (a) any failure by Client to comply with its obligations or perform its assigned tasks hereunder stated as Client Responsibilities; (b) Strada's reasonable reliance upon any Client direction or any information provided or otherwise made available to Strada by or on behalf of Client in performing the Services, except that Strada acknowledges that it is the service provider for the Services and this clause does not relieve Strada from performing the Services with the same level of prudence and professionalism as service providers that provide services similar to the Services; or (c) any act or omission of any Client vendor or other Client Representative (other than Strada); in each case of (a)-(c) where such failure is not caused by Strada or its personnel. The Parties shall use commercially reasonable efforts to mitigate the effects of any of the foregoing circumstances. For the avoidance of doubt, if either Party reasonably knows of a condition within (a)-(c) above it should promptly provide written notice to the other and work with the other Party to mitigate the effects from such condition(s).

**14.8. Choice of Law; Jury Trial Waiver.** This Agreement and any dispute or claim arising out of or in connection therewith or the subject matter or formation thereof (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of the State of Minnesota without regard to conflict of law principles that would cause the application of the laws of any other jurisdiction. All proceedings related to this Agreement shall be venued in Hennepin County, Minnesota.

**14.9. Counterparts.** This FSA and the Order Form may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but such counterparts shall constitute one and the same instrument. This FSA and the Order Form may be executed and delivered electronically.

**14.10. Interpretation.** Unless the express context otherwise requires, the words "hereof", "herein", "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement, references to a specific section, exhibit or schedule in this FSA or the Order Form refer to the sections, exhibits or schedules in this FSA or the Order Form (as applicable) unless otherwise expressly provided and the words "include", "including" and words of similar import shall be deemed to be followed by the words "without limitation". Each Change Order and the DPA and all exhibits, schedules and business requirements documents referenced herein or therein are incorporated in and made a part of this Agreement as if set forth in full herein. The captions or headings in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

**14.11. Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given on the next business day after it is sent, if sent by overnight courier service (provided delivery is confirmed), or when actually received, if sent by other means, in each case, to the address of the applicable Party listed below or at such other address as shall be specified in this Agreement or by notice delivered in accordance herewith.

Client: 3400 Plymouth Blvd. | Plymouth, MN 55447-1482

Strada: 8400 NW 36<sup>th</sup> St., Doral, FL 33166 Attn: Legal Department

**14.12. Publicity.** The Parties shall agree upon the content and timing of any press release regarding the subject matter of this Agreement. Notwithstanding anything to the contrary herein, Strada may disclose in its client lists, proposals and other communications the fact that it provides Services to Client so long as no Client Confidential Information is disclosed in connection therewith.

\* \* \* \* \*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

**CITY OF PLYMOUTH**

**STRADA U.S. PROFESSIONAL SERVICES, LLC**

By: \_\_\_\_\_

Name: Jeff Wosje

Title: Mayor

By: \_\_\_\_\_

Name: Dave Callister

Title: City Manager

By: \_\_\_\_\_

Name:

Title:

## Attachment 1

### DATA PROTECTION AGREEMENT

This Data Protection Agreement (this “**DPA**”), effective as of March 25, 2025 (the “**Effective Date**”), is by and between City of Plymouth (“**Client**”), and Strada U.S. Professional Services, LLC (“**Strada**” and, together with Client, each a “**Party**” and collectively the “**Parties**”). This DPA is entered into in connection with services to be provided by Strada to Client (“**Services**”) under that certain Framework Services Agreement, effective as of even date herewith, by and between the Parties (the “**Services Agreement**”), pursuant to which Strada may be required to process Personal Data (as defined below). In consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1. Definitions.** Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Services Agreement. Unless the express context otherwise requires, any reference to the Services Agreement includes any order form, statement of work or other ordering document entered into thereunder.

**1.1. “Data Protection Laws”** means all applicable laws and regulations regarding privacy, security or data protection, including, as applicable, the California Consumer Privacy Act of 2018 (“**CCPA**”), the California Privacy Rights Act of 2020 (“**CPRA**”), the EU General Data Protection Regulation 2016/679 (“**GDPR**”), the Gramm-Leach-Bliley Act (“**GLBA**”), the UK Data Protection Act of 2018 or the New York Department of Financial Services Regulations, as any are amended, repealed or replaced.

**1.2. “Data Subject”** means, with respect to any Personal Data, the subject of such Personal Data.

**1.3. “Personal Data”** means any information processed by or on behalf of Strada for Client in connection with the Services Agreement that (a) relates to an identified or identifiable natural person, where an identifiable natural person is one who can be identified, directly or indirectly, from such information alone or in combination with other information processed by or on behalf of Strada, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person or (b) is otherwise protected under the Data Protection Laws.

**1.4. “Processing” or “Process(es)”** means (a) any operation or set of operations that are performed on Personal Data or on sets of Personal Data, whether or not by automated means, including collection, storage, adaptation or alteration, retrieval, use, disclosure, erasure or destruction, and (b) any other activity involving Personal Data included in the definition of “processing” under Data Protections Laws.

**1.5. “Standard Contractual Clauses” or “SCCs”** means the standard contractual clauses for the transfer of personal data from the European Union (“**EU**”) or the European Economic Area (“**EEA**”) to third countries annexed to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021, or any successor documents or transfer mechanisms.

**1.6. “Subprocessor”** means any person (other than an employee), including Strada’s affiliates, appointed by or on behalf of Strada to Process Personal Data on behalf of Client.

**1.7. “UK IDTA”** means the International Data Transfer Addendum to the SCCs, version B1.0, approved by the United Kingdom (“**UK**”) parliament on 21 March 2022, issued under Section 119A of the Data Protection Act 2018 to comply with Article 46 of the UK GDPR when making restricted transfers, or any successor documents or transfer mechanisms.

### **Section 2. Processing Personal Data.**

**2.1. Instructions; Limits on Use.** Client hereby appoints and instructs Strada to Process Personal Data for the purpose of performing the Services and otherwise complying with any of its obligations or asserting any of its rights under the Services Agreement and this DPA, complying with applicable law and complying with any other instruction provided by or on behalf of Client (the “**Purpose**”). Strada shall only retain, use, disclose or otherwise Process Personal Data for the Purpose. Client shall ensure that its instructions to Strada comply with Data Protection Laws. Strada shall immediately notify Client if, in its opinion, an instruction provided by or on behalf of Client is in conflict with any Data Protection Law; provided that Strada shall have no responsibility to seek out or discover such conflicts or to otherwise ensure that such conflicts do not



exist. In the event Strada notifies Client of any such conflict, Strada may suspend the execution of the applicable instruction to the extent necessary to avoid such conflict while the Parties cooperate in good faith to resolve such matter in a timely manner.

**2.2. Limits on Disclosure.** Strada shall not disclose any Personal Data to any third party except as necessary to fulfill the Purpose and otherwise in accordance with this DPA. If Strada or any of its representatives is requested or required to disclose or otherwise Process any Personal Data by law or legal process, then Strada shall (if permitted by law) promptly notify Client and reasonably cooperate (at Client's expense) in Client's efforts to obtain an appropriate protective order or other remedy. Client shall only disclose Personal Data to Strada to the extent requested by Strada or as otherwise necessary for the Purpose.

**2.3. Compliance with Data Protection Laws.** Each Party shall comply with its obligations under Data Protection Laws. Strada shall provide reasonable assistance to Client with meeting its obligations under Data Protection Laws in relation to the Processing of Personal Data, taking into account the nature of Strada's Processing and the information available to Strada.

**2.4. Supervisory Authority Requests.** If Client receives a request for information from a competent supervisory authority, regulator, or law enforcement body in relation to Processing of Personal Data by Strada (including details regarding the Purpose), Strada shall provide reasonable assistance to Client in responding to such request to the extent Client does not otherwise have access to such information, and taking into account the nature of the Processing and information available to Strada.

**2.5. Data Protection Impact Assessment and Prior Consultation.** Strada shall provide reasonable assistance to Client with any data protection impact assessments, and prior consultations with supervising authorities or other competent data privacy authorities, regulators, or law enforcement bodies, which Client reasonably considers to be required by the Data Protection Laws, in each case solely in relation to Processing of Personal Data by, and taking into account the nature of the Processing and information available to, Strada.

**2.6. Data Subject Rights.** Strada shall promptly notify Client if it receives any request from a Data Subject asserting rights under Data Protection Laws with respect to their Personal Data. Strada will not respond to any such request except on the written instructions (including email) of Client or as required by Data Protection Laws, in which case Strada shall, to the extent permitted by such Data Protection Laws, inform Client of such requirement prior to such response. Strada will provide Client with reasonable assistance in its efforts to fulfill its obligations to respond to such requests, including by providing access to or information about, deleting or modifying the relevant Personal Data, in each case, to the extent required under and in accordance with Data Protection Laws. If Strada is unable to provide any such assistance for reasons permitted under Data Protection Laws, Strada shall promptly notify Client of such fact and shall provide such assistance promptly after the reasons for not doing so have expired.

**2.7. Return and Destruction.** Upon written request of Client following termination or expiration of the Services Agreement, Strada shall, and shall require its Subprocessors to, (a) return a complete copy of all Personal Data to Client by secure file transfer in Strada's customary format and (b) delete or render permanently anonymous all other copies of Personal Data. Strada shall comply with any such written request within 20 business days. Strada and its Subprocessors may retain Personal Data as necessary to fulfill the Purpose and comply with applicable law, in which case the terms of this DPA shall continue to apply to such Personal Data for so long as it is retained.

**2.8. Recordkeeping.** Strada shall keep accurate and up-to-date records regarding any Processing of Personal Data, including (a) records regarding access to and security of the Personal Data, the purposes and categories of Processing the Personal Data and its Subprocessors and (b) any other records as required by Data Protection Laws. This DPA serves as record of processing activities as required under art. 30(2) GDPR.

**2.9. Employees.** Personal Data shall only be accessed by Strada employees who require such access to assist Strada in connection with the Purpose. Unless otherwise restricted by applicable local laws, Strada requires all new employees be subjected to a comprehensive pre-employment background check in accordance with local laws and customs. Strada requires that agreements that include non-disclosure / confidentiality provisions be signed by all new employees. Strada provides employees with periodic data security and privacy training.

**2.10. Subprocessors.** Client generally authorizes Strada to appoint Subprocessors to support performance of the Services. Strada will list its Subprocessors at <https://splist.stradaglobal.com/sites/splist/pages/Home.aspx>. This website will allow Client to sign up to receive email notifications of any change in the list of Subprocessors. Solely to the extent necessary to comply with Data Protection Laws, Client shall have the right to object to any change in the list of Subprocessors within 10 business days of such notice; provided that Client may only object on the basis of reasonable concerns that the new or replacement Subprocessor is not capable of providing the level of protection of Personal Data required by this DPA. If Client does not object to the appointment within such period of time, Strada may engage the new or replacement Subprocessor to Process Personal Data. If Client objects to the appointment within such period of time, Strada may choose to (a) not use such Subprocessor or (b) take the corrective steps requested by Client in its objection and use the Subprocessor. Strada shall work with Client in good faith to make available materials evidencing any Subprocessor's ability to provide the level of protection of Personal Data required by this DPA. Strada shall remain responsible for the use, disclosure or other Processing of Personal Data by any of its Subprocessors to the same extent as if such use, disclosure or other Processing was by Strada. Before any Subprocessor Processes Personal Data, Strada will carry out adequate due diligence to determine that such Subprocessor is capable of providing the level of protection of Personal Data required by this DPA. The arrangement between Strada and each Subprocessor will be governed by a written contract that contains requirements that are consistent and no less stringent than those that apply to Strada under this DPA. Strada represents that it maintains a vendor security program that assesses Subprocessors' compliance with such contracts. Upon Client's written request, Strada shall make a summary of Subprocessor data protection terms available to Client (redacted, if necessary, to protect any confidential information).

**Section 3. Technical and Organizational Measures.** Strada shall implement and maintain appropriate physical, technical, organizational and administrative measures reasonably designed to protect against the unauthorized destruction, loss, access to or alteration of Personal Data, including the measures listed in **Exhibit A** attached hereto and incorporated herein. The measures implemented by Strada to protect Personal Data shall be consistent and no less stringent than what is required under Data Protection Laws. Strada shall implement and maintain written privacy and information security policies consistent with industry standards.

#### **Section 4. Data Security Incident Notification and Response.**

**4.1.** Strada shall notify Client without undue delay and, in any event, within five business days and in accordance with the requirements of applicable Data Protection Laws of any confirmed or reasonably suspected breach of security by Strada or any of its Subprocessors leading to the unlawful or unauthorized access, alteration, destruction, disclosure or loss of Personal Data (a **"Data Security Incident"**).

**4.2.** In the event of a Data Security Incident, Strada shall take reasonable and appropriate measures to (a) investigate the impact of such Data Security Incident, (b) identify the root cause of such Data Security Incident, (c) remedy the Data Security Incident and (d) prevent a reoccurrence of such Data Security Incident.

**4.3.** Strada will provide Client without undue delay information regarding the nature and consequences of the Data Security Incident, to the extent known by Strada, including any such information necessary to allow Client to notify relevant parties in accordance with Data Protection Laws and shall also provide, without undue delay, responses to questions from Client regarding the Data Security Incident.

#### **Section 5. Audits.**

**5.1.** Client may, at its own expense and upon reasonable advance notice to Strada, audit Strada's books, records and other documents to the extent necessary to verify Strada's compliance with the terms of this DPA; provided that Client may not exercise its audit rights hereunder more than one time in any 12-month period (unless otherwise required by law or in connection with any audit initiated by a governmental entity having jurisdiction over Client). Each such audit shall occur during normal business hours and shall not unreasonably interfere with Strada's normal business operations, and Strada shall not be required to disclose or otherwise provide access to any information the disclosure of which would cause Strada to violate any confidentiality obligation or applicable law. Client may engage a third party to conduct any such audit so long as such third party is not a competitor of Strada and enters into a confidentiality agreement reasonably acceptable to Strada. Client may not connect hardware to Strada networks or install software on Strada systems to perform audits without prior written consent of Strada. Audits under this DPA shall be subject to any additional terms and conditions regarding audits in the Services Agreement.

**5.2.** Where Strada demonstrates compliance with industry recognized reports or approved code of conduct attestations (such as ISO 27001/22301, AICPA SSAE 18 SOC 1, AICPA SSAE 18 SOC 2 Type 2, or EU Cloud Code of Conduct), Client may only audit areas not encompassed by such reports or attestations.

**Section 6. CCPA/CPRA.** This Section shall apply to any Personal Data that is governed by CCPA/CPRA.

**6.1.** Client represents and warrants to Strada that any Personal Data disclosed by or on behalf of Client hereunder is provided solely for the Purpose, which is a “Business Purpose” (as defined under CCPA/CPRA).

**6.2.** Strada shall only retain, use and disclose Personal Data for the Purpose and not for any other commercial purpose or otherwise outside the relationship between Strada and Client. Strada shall not sell or share Personal Data in violation of CCPA/CPRA. Strada shall comply with its obligations under CCPA/CPRA. Strada shall promptly notify Client if it can no longer comply with its obligations under CCPA/CPRA.

**6.3.** Strada acknowledges and agrees that Client shall have the right to take reasonable and appropriate steps to (a) ensure that Strada uses the Personal Data in a manner consistent with Client’s obligations under CCPA/CPRA and (b) stop and remediate unauthorized use of Personal Data.

**6.4.** Client shall promptly inform Strada of any consumer request made pursuant to CCPA/CPRA that Strada must comply with, and provide the information necessary for Strada to comply with such request.

**Section 7. Details of Processing.** Certain information regarding Strada’s Processing of Personal Data required by Article 28(3) of GDPR is set forth in **Exhibit B** attached hereto and incorporated herein. Client may make reasonable amendments to **Exhibit B** by notice to Strada from time to time as Client reasonably considers necessary to meet such requirements. Nothing in **Exhibit B** confers any right or imposes any obligation on any Party.

**Section 8. Cross-Border Transfers.**

**8.1. General.** Neither Party will transfer Personal Data across borders unless such transfer complies with Data Protection Laws. The Parties will reasonably cooperate as necessary to determine whether any cross-border transfer of Personal Data between Client and Strada in connection with the Purpose complies with Data Protection Laws.

**8.2. SCCs.** If any transfer of Personal Data between Client and Strada requires execution of the SCCs in order to comply with Data Protection Laws, Client, as controller and data exporter, and Strada, as processor and data importer, hereby enter into (and incorporate herein by reference) the SCCs effective as of the commencement of such transfer. The Parties shall use Module II (Controller to Processor) of the SCCs, which shall be populated as follows:

**8.2.1.** Clause 7: The optional docking clause shall apply.

**8.2.2.** Clause 9: Option 2 shall apply, and the time period for notice of Subprocessor changes shall be as agreed under this DPA.

**8.2.3.** Clause 11(a): The optional language shall not apply.

**8.2.4.** Clause 13 and Annex I.C.: The supervisory authority of the Republic of Ireland shall be the competent supervisory authority.

**8.2.5.** Clause 17: Option 1 shall apply, and the governing law shall be the laws of the Republic of Ireland.

**8.2.6.** Clause 18(b): Disputes shall be resolved by the courts of the Republic of Ireland.

**8.2.7.** Annex I: (a) the List of Parties shall be as set forth in the Services Agreement and any applicable order form, statement of work, change order or other document more fully describing the applicable Services; (b) the Descriptions of Transfer shall be as set forth in **Exhibit B** (Details of Processing); and (c) the Competent Supervisory Authority shall be as set forth above.

**8.2.8.** Annex II: the Technical and Organisational Measures shall be as set forth in **Exhibit A** (Technical and Organisational Measures), which are substantially the same for Strada and its Subprocessors.

**8.2.9.** Annex III: the List of Subprocessors shall be maintained in accordance with Section 2.10 (Subprocessors).

**8.2.10.** The Parties may supplement the Annexes to the SCCs in any order form, statement of work, change order or other document more fully describing the applicable Services, which shall be deemed incorporated herein by reference with respect to such Services. In the event of any conflict or inconsistency between this DPA or any such supplemental document, on the one hand, and the SCCs, on the other hand, the SCCs shall prevail to the extent required by Data Protection Laws. Notwithstanding anything to the contrary herein, in no event shall this DPA or any such supplemental document, directly or indirectly, prejudice the rights of data subjects under Data Protection Laws.

**8.3. UK IDTA.** If any transfer of Personal Data between Client and Strada requires execution of the UK IDTA in order to comply with Data Protection Laws, Client, as controller and data exporter, and Strada, as processor and data importer, hereby enter into (and incorporate herein by reference) the UK IDTA effective as of the commencement of such transfer. The UK IDTA shall be populated as follows:

**8.3.1.** Part 1, Table 1 (Parties): The parties shall be as set forth in the Services Agreement and any applicable order form, statement of work, change order or other document more fully describing the applicable Services.

**8.3.2.** Part 1, Table 2 (Selected SCCs, Modules and Selected Clauses): The UK IDTA shall be appended to the SCCs as set forth in Section 8.2 (SCCs).

**8.3.3.** Part 1, Table 3 (Appendix Information): The appendix information shall be as set forth in Section 8.2 (SCCs).

**8.3.4.** Part 1, Table 4 (Ending this Addendum when the Approved Addendum Changes): Neither Party may end the UK IDTA as set out in Section 19 thereof.

**8.4. Swiss Data Protection Act.** The SCCs, as set forth in Section 8.2 (SCCs), shall apply to any cross-border transfers of Personal Data governed by the Swiss Data Protection Act, with the following modifications:

**8.4.1.** Any references in the SCCs to "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss Data Protection Act, and any references in the SCCs to specific Articles of "Regulation (EU) 2016/679" shall be replaced with the equivalent article or section of the Swiss Data Protection Act.

**8.4.2.** Any references in the SCCs to "EU", "Union", "Member State" or "Member State law" shall be interpreted as references to Switzerland and the laws of Switzerland, as the case may be, and shall not be interpreted in such a way as to exclude Data Subjects in Switzerland from exercising their rights in their place of habitual residence in accordance with Clause 18(c) of the SCCs. In furtherance of the foregoing, Clause 17 of the SCCs shall be modified to provide that the governing law shall be the laws of Switzerland.

**8.4.3.** Any references in the SCCs to "competent supervisory authority" or "competent courts" shall be interpreted as references to the Federal Data Protection and Information Commissioner of Switzerland (the "**Swiss FDPIC**") and the courts of Switzerland, as the case may be. In furtherance of the foregoing, (a) Clause 13 and Annex I.C. of the SCCs shall be modified to provide that the Swiss FDPIC shall have authority over data transfers governed by the Swiss Data Protection Act (it being agreed that authority over data transfers not governed by the Swiss Data Protection Act shall be as otherwise set forth in this DPA) and (b) Clause 18(b) of the SCCs shall be modified to provide that disputes shall be resolved by the courts of Switzerland.

**Section 9. Client Affiliates.** The terms of this DPA shall apply equally to any Personal Data Processed by or on behalf of Strada for any Client affiliate. Client represents and warrants that it is and will at all relevant times remain duly and effectively authorized to enter into this DPA and perform all of its obligations hereunder on behalf of each such Client affiliate. Client

shall at all times be liable for Client's affiliates' compliance with this DPA and all acts and omissions by Client's affiliates receiving Services under the Services Agreement are deemed acts and omissions of Client.

**Section 10. Client Obligations.** If Client directs Strada to provide Personal Data to any Client vendor or other representative (other than Strada), Client shall be responsible for the acts and omissions of such vendor or other representative with respect thereto. Client shall be responsible for maintaining all rights (including the lawful legal basis), obtaining any licenses, authorizations, approvals and consents and providing all notices, in each case, required for Strada to Process Personal Data for the Purpose. Client remains responsible for ensuring that its retention, use, disclosure or other Processing of Personal Data complies with its policies and practices and the laws applicable thereto.

**Section 11. Term; Effect of Termination.** The term of this DPA shall begin on the Effective Date and shall continue for so long as the Services Agreement remains in effect or Strada or any of its Subprocessors retains any Personal Data. The rights and obligations of the Parties which, by their nature, should survive termination or expiration of this DPA, shall survive such termination or expiration.

**Section 12. Miscellaneous.**

**12.1. Entire Agreement.** This DPA and its exhibits shall be deemed incorporated into and a part of the Services Agreement. This DPA, together with the Services Agreement, constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof and thereof, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. For the avoidance of doubt, all claims and liabilities arising from or related to this DPA shall be brought under and subject to the terms of the Services Agreement, including any provisions therein regarding indemnification, limitation of liability, dispute resolution, choice of law or choice of forum.

**12.2. Severability.** If any provision of this DPA, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this DPA and such provision as applied to other persons, places or circumstances shall remain in full force and effect and such invalid, void or unenforceable provision shall be enforced to the fullest extent permitted by law.

**12.3. Amendment; Waiver.** The Parties agree to take such reasonable actions as are necessary to amend this DPA from time to time as is necessary for the Parties to comply with Data Protection Laws. This DPA may not be amended or otherwise modified unless such amendment or modification is set forth in writing, identified as amendment or modification of this DPA and signed by an authorized representative of each of the Parties. No provision of this DPA may be waived unless such waiver is set forth in writing, identified as a waiver of this DPA and signed by an authorized representative of the waiving Party. Except as otherwise provided in this DPA, no failure or delay by a Party in exercising any right under this DPA shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right.

**12.4. Assignment.** Neither Party may assign this DPA or any of its rights herein without the prior written consent of the non-assigning Party and any purported assignment without such consent shall be void and unenforceable; provided that each Party may, without obtaining such consent, assign this DPA as part of an assignment pursuant to and in accordance with the Services Agreement.

**12.5. No Third Party Beneficiaries.** This DPA shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this DPA.

**12.6. Relationship of the Parties.** The relationship between the Parties is that of independent contractors and this DPA will not establish any agency, partnership, joint venture, fiduciary, franchise or employment relationship between the Parties (or between one Party and a representatives of the other Party). Neither Party by virtue of this DPA shall have any right, power or authority, express or implied, to bind the other Party.

**12.7. Reserved**

**12.8. Counterparts.** This DPA may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but such counterparts shall constitute one and the same instrument. This DPA may be executed and delivered electronically.

**12.9. Interpretation.** Any ambiguity in this DPA shall be resolved in favor of a meaning that permits both Parties to comply with Data Protection Laws. Unless the express context otherwise requires, the words “hereof”, “herein”, “hereunder” and words of similar import refer to this DPA as a whole and not to any particular provision of this DPA, references to a specific section refer to the sections in this DPA unless otherwise expressly provided and the words “include”, “including” and words of similar import shall be deemed to be followed by the words “without limitation”. The captions or headings in this DPA are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this DPA.

**12.10. Notices.** All notices under this DPA to Strada shall be sent to [stradaclientcontracting@stradaglobal.com](mailto:stradaclientcontracting@stradaglobal.com). All notices under this DPA to Client shall be sent to [arich@plymouthmn.gov](mailto:arich@plymouthmn.gov).

\* \* \* \* \*

IN WITNESS WHEREOF, the Parties have caused this DPA to be duly executed as of the Effective Date.

**CITY OF PLYMOUTH**

**STRADA U.S. PROFESSIONAL SERVICES, LLC**

By: \_\_\_\_\_

Name: Jeff Wosje

Title: Mayor

By: \_\_\_\_\_

Name: Dave Callister

Title: City Manager

By: \_\_\_\_\_

Name:

Title:

## Exhibit A – Technical and Organizational Measures

1. **Physical Security.** Strada maintains security controls for entry points, holding areas, telecommunications areas and cabling areas that contain information processing systems or media containing Personal Data. Security controls include:
  - a. Access control and restriction by use of a defined security perimeter, appropriate security barriers, security cameras, entry controls and authentication controls, and maintenance of access logs for a period of time specified by law or policy;
  - b. Where Strada ID cards are deployed, a requirement for all personnel, vendors, contractors and visitors to wear some form of visible identification to identify themselves as employees, contractors, vendors or visitors;
  - c. A clear desk/clear screen policy;
  - d. An automatic idle-lock for unattended equipment;
  - e. A requirement for visitors to Strada's premises to be escorted at all times; and
  - f. Where technically feasible and commercially reasonable, cameras and CCTVs.
2. **Business Continuity and Disaster Recovery.** Strada maintains the following business continuity controls and safeguards:
  - a. Business continuity and disaster recovery program is based on generally accepted industry practices designed to reduce the effects of a significant disruption in Strada's operations;
  - b. Business continuity and disaster recovery programs are tested at least annually;
  - c. Backups of Strada systems and software used in the delivery of Services are replicated to its disaster recovery facility so that recovery can take place when there is a disaster; and
  - d. Data is replicated to its disaster recovery facility, providing a scheduled point in time backup of the data to ensure integrity.
3. **Network Security Controls.** Strada maintains the following network security controls and safeguards:
  - a. Defense-in-depth design with perimeter routers, network switches and firewall devices and default deny-all policy to protect internet presence;
  - b. Least privilege and authenticated access for network users and equipment;
  - c. Control of internet access by proxies;
  - d. Two-factor authentication for remote access with a non-reusable password;
  - e. Intrusion detection system to monitor and respond to potential intrusions;
  - f. Real-time network event logging and investigation using a security information event management tool;
  - g. Content filtering and website blocking using approved lists;
  - h. Limitations on wireless access to the network;
  - i. Policies and standards for wireless network devices;
  - j. Prohibitions on bridging of wireless and other networks, including the corporate network; and
  - k. Detection and disassociation of rogue wireless access points.
4. **Platform Security Controls.** Strada maintains the following platform security controls and safeguards:
  - a. Maintenance of configuration/hardening standards;
  - b. Control of changes through an internal change control process;
  - c. Prohibition on installing unauthorized hardware and software;
  - d. Where technically feasible, automatic session timeouts after periods of inactivity;
  - e. Removal of vendor-supplied defaults (accounts, passwords and roles) during installation;
  - f. Removal of services and devices that are not required by valid business needs;
  - g. Use of an anti-virus program with timely updates;



- h. Non-privileged account access on workstations and laptops;
  - i. Full disk encryption on laptops;
  - j. Development and test platforms will be segregated from operational platforms used in providing the Services;
  - k. Development tools such as compilers, assemblers, editors and other general-purpose utilities within the production environment will not be permitted unless expressly required for the delivery of the Services, in which case access is restricted; and
  - l. Software and hardware used in the delivery of the Services will be updated in line with industry standards, vendor support and security guidelines.
- 5. Application Security Controls.** Strada maintains the following application security controls and safeguards:
- a. Defense-in-depth with the use of n-tier architecture for separation and protection of data;
  - b. A secure software development life cycle (SSDLC) for application development that includes training, development, testing and ongoing assessments;
  - c. Documentation, review, testing and approval before changes are implemented into production;
  - d. Identification, testing and remediation of application vulnerabilities and patches in a timely manner; and
  - e. A prohibition on using production data in development and testing environments.
- 6. Data and Asset Management.** Strada maintains the following data and asset management security controls and safeguards:
- a. Technical, administrative and physical safeguards;
  - b. Regular backups and storage of Personal Data;
  - c. Encryption of Personal Data transmitted over public networks and on removable media;
  - d. Use of a data loss prevention tool for end point data transfer activities involving social security numbers or other national identification numbers;
  - e. Use of an inventory program to control the installation, ownership and movement of hardware, software and communications equipment;
  - f. Encryption, sanitization, destruction, or purging of all physical media containing Personal Data leaving Strada's custody to ensure that residual magnetic, optical, electrical or other representation of data has been deleted, and is not recoverable; and
  - g. Logical separation of Personal Data of a Strada client from other Strada clients.
- 7. Access Control and Management.** Strada maintains the following access control and management security controls and safeguards:
- a. Monitoring and logging access and use of the Strada systems that contain Personal Data, including logging of access attempts to the Strada systems that contain Personal Data;
  - b. Periodic review and validation of role-based access to Personal Data and prompt removal of unnecessary access;
  - c. Unique logon ID and passwords;
  - d. Strong passwords with minimum length, complexity and expiration requirements;
  - e. Disabling access after a limited number of failed login attempts; and
  - f. Rejection of previously used passwords.
- 8. Risk Management.** Strada maintains the following risk management controls and safeguards:
- a. An information security risk management system aligned to The Standard of Good Practice for Information Security (Information Security Forum);
  - b. A cycle of risk assessments of critical assets, the frequency of which are dependent on the number of residual risks identified at each site;
  - c. Risk analysis is documented using standardized risk assessment templates; and
  - d. Risk management activities are established when risks are defined and agreed with the asset owners.

- 9. Vulnerability and Patch Management.** Strada takes the following measures designed to identify and mitigate vulnerabilities that threaten Strada’s ability to enforce the confidentiality, integrity, and availability of Personal Data:
- a.** A vulnerability monitoring process that provides alerts or notifications of new fixes available, and the resulting timeframe for remediation;
  - b.** Regular scanning to identify and remediate vulnerabilities promptly;
  - c.** Classification of vulnerabilities based on severity to allow for remediation based on predetermined service level expectations; and
  - d.** Penetration tests on applicable Strada environments, including perimeter vulnerability testing, internal infrastructure vulnerability testing and application testing.

\* \* \* \* \*

## Exhibit B – Details of Processing

### Processing Operations

*The Processing operations to be carried out under this DPA are as follows:* The Personal Data received on behalf of Client will be used for performing Services under the Services Agreement (e.g., payroll and other business process outsourcing services, benefits-related services, software consulting and related activities) and may include:

- providing data processing software, equipment, and services through various tools, applications and vendors;
- application maintenance and configuration;
- data uploads and transfers;
- storing or recording Personal Data;
- preventing unauthorized access to or modification of Personal Data (and other non-Personal Data);
- programing, printing and assembling, reviewing, and modifying statements as directed by Client;
- communicating with data subjects in connection with services provided to Client; and
- providing reference materials as requested by Client.

The purpose of the processing operations above is to provide the Services in accordance with the Services Agreement.

### Data Subjects

*The Personal Data to be Processed by Strada on behalf of Client concern the following categories of data subjects:* current, former and/or prospective employees, their relatives and family members and other representatives of Client and Client's affiliates.

### Categories of Personal Data to be Processed

*The Personal Data processed by Strada comprise of the following categories:*

*HR/Employee data:* that may include: full name; maiden name; employee identification number; user name; picture; contact information (including home and work address, home and work telephone numbers, mobile telephone numbers, web address data, home and work email address); marital status; citizenship information; date of birth; gender; drivers' license information; national and governmental identification information; financial information (including bank account, garnishments, loans, salary and account balances); benefit program information (including benefit elections, beneficiary information, claims information, benefit plan account numbers and balances, and date of retirement); payroll information; professional or employment information (including date of hire, employment status, job title, work and educational history, pay history, tax withholding information, performance records, leave information, travel information and date of termination); and such other personal data that may be transferred from (or on behalf of) Client to Strada for performing services for Client.

*Related persons' data:* may include but not limited to: name, date of birth, gender and contact information of dependents or beneficiaries (including home address; home and work telephone numbers; mobile telephone numbers); and such other personal data that may be transferred from (or on behalf of) Client to Strada for performing services for Client.

### Special categories of Personal Data

The Personal Data processed by Strada may include sensitive personal data including information about racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life, health, genetic, biometrics or medical records, or/and criminal records.

\* \* \* \* \*

# **CITY OF PLYMOUTH**

## **RESOLUTION No. 2025-085**

### **RESOLUTION APPROVING CONTRACTS FOR THE ENTERPRISE RESOURCE PLANNING SYSTEM AND IMPLEMENTATION CONSULTANTS**

WHEREAS, the city's Enterprise Resource Planning (ERP) system is the backbone of all financial and human resource transactions; and

WHEREAS, the city issued a request for proposal for said services in August 2024; and

WHEREAS, proposals were reviewed and vendors were selected for demonstrations; and

WHEREAS, the city has selected Workday for the ERP and Strada for implementation.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the contract with Workday for ERP subscription and Strada to implement the ERP solution is approved.

BE IT FURTHER RESOLVED, the amount due to Workday for the first year is \$125,296 and Strada for full implementation, including estimated travel, is \$2,231,280.

BE IT FURTHER RESOLVED that funding would come from the IT Internal Service Fund for \$1,175,296 and the Capital Improvement Fund for \$1,181,280.

APPROVED by the City Council on this 25th day of March, 2025.

---

**To:** Dave Callister, City Manager

**Prepared by:** Abbie Browen, Public Works Operations Manager

**Reviewed by:** Michael Thompson, Public Works Director

**Item:** **Approve first amendment to the lease agreement with T-Mobile Central LLC for the Bass Lake Playfield monopole located at 5450 Northwest Boulevard**

---

### **1. Action Requested:**

Adopt attached resolution approving first amendment to the lease agreement with T-Mobile Central LLC for the Bass Lake Playfield monopole located at 5450 Northwest Boulevard.

### **2. Background:**

On October 2, 1996, the City Council adopted a policy regarding the locating of antennas on city property or water towers. On December 8, 2009, the city revised the zoning ordinance to the current provisions which regulate telecommunication antennas and towers on city property. The city entered into an agreement with T-Mobile Central LLC for their antennas located on the Bass Lake Playfield monopole at 5450 Northwest Boulevard on September 1, 2007. The lease agreement amendment has been reviewed by the City Attorney and includes a modification of terms to set a new initial term of five years, commencing on September 1, 2027, and automatically renewed for up to five additional five-year terms. This lease amendment is being executed in correlation with upcoming site modifications.

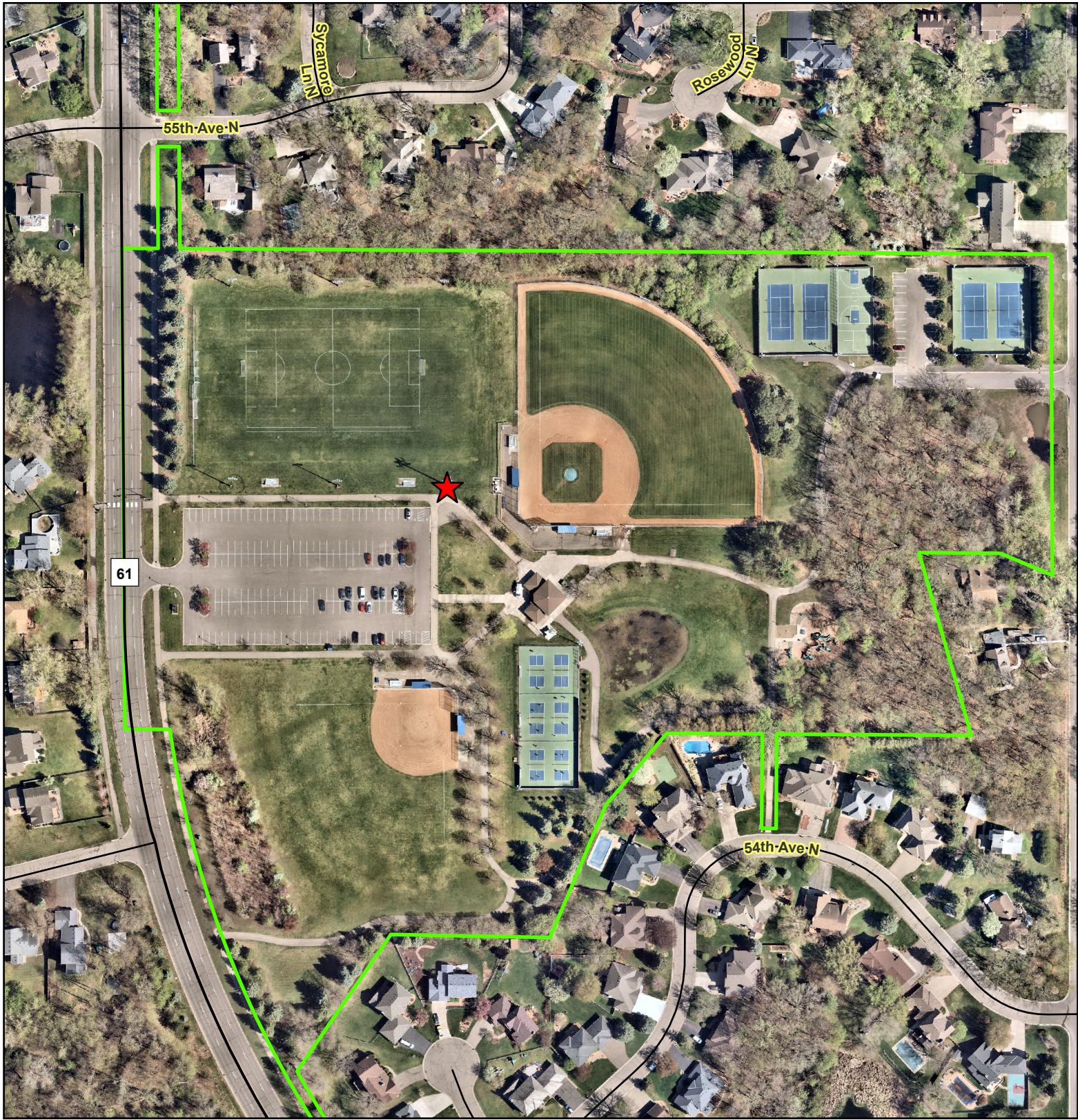
### **3. Budget Impact:**

The current revenue associated with this lease, from September 1, 2024, to August 31, 2025, is \$17,354.90. The amendment increases the city's annual fee adjustment from 3% to 4%, effective after September 1, 2027.

### **4. Attachments:**

1. Location Map
2. Original Lease
3. Lease Amendment
4. City Council Resolution 2025-086





# Bass Lake Playfield Monopole Location

- ★ Site Location
- ▭ Park Boundary



0 200 Feet



AGREEMENT  
between  
CITY OF PLYMOUTH  
and  
T-MOBILE CENTRAL LLC

Dated: \_\_\_\_\_, 2006

THIS INSTRUMENT WAS DRAFTED BY:

CAMPBELL KNUTSON  
*Professional Association*  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, MN 55121  
Telephone: (612) 452-5000  
RNK:srn



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## AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this \_\_\_\_\_, 200\_\_\_\_, between the CITY OF PLYMOUTH, a Minnesota municipal corporation, with offices at 3400 Plymouth Boulevard, Plymouth, Minnesota 55447-1482 ("City"), and T-Mobile Central LLC, a Delaware limited liability company with offices at 8550 W. Bryn Mawr, Suite 100, Chicago IL 60631 ("Operator").

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree as follows:

### **SECTION ONE PROPERTY AND PREMISES**

Subject to the following terms and conditions, City hereby grants to Operator the non-exclusive right to utilize, for the purposes outlined herein, a portion of the real property at 5450 Northwest Boulevard Plymouth, Minnesota 55442 (the "Property") described in Exhibit "A" attached hereto, and Operator shall have the exclusive use of that portion of the Property designated as "exclusive" on Exhibit "B" attached hereto. Operator's exclusive use of the Property shall be limited to that portion of the Property which is shown on Exhibit "B" and the specific areas where Operator's antennas, panels, waveguide, structures and other external equipment are located as described in detail on Exhibit "C" attached hereto, together with non-exclusive easements for access and utilities (collectively the "Premises"). The primary purposes of the City's ownership of the Property (the "Primary Purposes") is to operate and maintain a municipal park.

### **SECTION TWO USE AND MAINTENANCE**

A. The Premises shall be used by Operator solely for the purpose of constructing, maintaining, and operating a communications facility thereon and uses incidental thereto which

are not inconsistent with the City's use of the Property. Operator shall have the right to place on the Premises, at its own cost and expense, certain equipment. The equipment and structure to be located upon the Premises shall blend in with its surroundings and is described in detail on Exhibit "C" attached hereto. Operator shall remove the existing light pole and install in its place a new light pole and lighting fixture approved by the City to be used by Operator as a support structure (collectively the "Tower") for Operator's antennas and related equipment. The design, screening, and aesthetics of the antennas, panels, waveguide, structures and other external equipment ("Antenna Facilities") is described in detail on Exhibit "C" attached hereto. Operator, upon notice to City, may replace the aforementioned equipment with smaller or similar sized equipment. B. Pursuant to Operator's regulatory communication licenses and subject to the terms of this Agreement, Operator may have use of the Premises for the transmission and reception of communication signals in the frequencies permitted by the Federal Communication Commission for communications, and for the construction and maintenance of related facilities. The use of the Premises by Operator under this Agreement shall at all times be in accordance with the Policy Statement Regarding the Use of City Owned Land for Wireless Telecommunications Antennas and Towers attached hereto as Exhibit "D." If there is a conflict between the terms of the Policy Statement and the terms herein, the terms herein shall control. Subject to the terms herein, City agrees to cooperate with Operator in obtaining, at Operator's expense, all licenses and permits required for Operator's use of the Premises (the "Governmental Approvals"). In addition, as long as the foregoing activities do not materially interfere with the City's use of the Property, City agrees to allow Operator to perform, at its own expense, surveys, soil testing and other engineering procedures on, under, and over the Property necessary to

determine that Operator's use of the Premises will be compatible with Operator's engineering specifications, system design and Governmental Approvals.

C. Operator agrees to pay for the cost of utility service including emergency power, if any. Operator shall provide separate meters for all utilities.

D. Operator shall be allowed reasonable unrestricted access to its building and equipment twenty-four (24) hours a day, 365 days a year for the purposes of above stated use of the Premises.

E. Operator shall not utilize the Premises to transmit at any unauthorized frequencies.

F. Maintenance.

1. Operator shall, at its own expense, maintain any of Operator's equipment on or attached to the property in a safe condition, in good repair, and in a manner reasonably suitable to City so as not to conflict with the use or other leases of the property by City. Subject to the specific and controlling interference provisions in Section 5, Operator shall not unreasonably interfere with the working use of the property, related facilities, or other equipment of additional lessees.

2. Operator shall have sole responsibility for the maintenance, repair, and security of the Premises and shall keep the same in good repair and condition during the Lease term.

3. Operator must keep the Premises free of debris and anything of a dangerous, noxious or offensive nature, or which would create a hazard, undue vibration, heat, noise, interference, etc.

G. Compliance with Statutes, Regulations, and Approvals. It is understood that Operator's use of the property herein is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state, or local authority (including engineering study, radio frequency interference study, etc.). Operator's Antenna Facilities and any other facilities shall be erected, maintained, and operated in accordance with site standards, state statutes, rules, and regulations now in effect or that thereafter may be issued by the FCC and related governing bodies.

### SECTION THREE TERM

The term of this Agreement shall be five (5) years ("Initial Term"), commencing November 1, 2007, or upon first day of the month following commencement of construction of Operator's facility, whichever first occurs (the "Commencement Date") and terminating at midnight on the last day of the month in which the fifth anniversary of the Commencement Date shall have occurred. Operator shall have the right to extend this Agreement for three (3) additional five-year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth herein. This Agreement shall automatically be renewed for a Renewal Term unless Operator shall notify City of Operator's intention not to renew this Agreement at least thirty (30) days prior to the expiration of the term or any Renewal Term. Prior to the expiration of the third Renewal Term, City and Operator may negotiate the extension of this Agreement for an additional five (5) year term on terms acceptable to City and Operator.

### SECTION FOUR FEE

A. On or before the Commencement Date, Operator shall pay City, as a fee for the first year of the Initial Term, an annual fee of Ten Thousand Five Hundred and no/100 Dollars (\$10,500.00) and thereafter for the duration of this Agreement the annual fee shall increase by

A100849 Bass Lake Playfield - *Replacement*

three percent (3%) each year, and shall be payable on or before the anniversary of the Commencement Date at City's address specified in Section Twelve below.

## **SECTION FIVE INTERFERENCE**

Operator's installation, operation, and maintenance of its transmission facilities shall not damage or interfere in any way with City's Tower operations or related repair and maintenance activities. Operator agrees to cease all such actions, which materially interfere with City's use of the Tower for its Primary Purposes immediately upon actual notice of such interference; provided, however, in such case, Operator shall have the right to terminate this Lease. The City agrees to give reasonable advance notice of any such activities to the Operator and to reasonably cooperate with Operator to carry out such activities with a minimum amount of interference with Operator's transmission operations.

Before placement of Antenna Facilities, Operator shall provide City with an interference study acceptable to City, indicating that Operator's intended use will not interfere with any existing communications facilities on the Tower. Operator shall have a structural engineering study completed, indicating whether the Tower is able to structurally support Operator's additional Antenna Facilities without prejudice to the City's primary use of the Tower. City in no way guarantees to Operator subsequent noninterference with Operator's transmission operations, provided, however, that in the event any other party, except a governmental unit, office, or agency for the non-competitive use of antennas that are located more than fifteen (15) feet from Operator's antennas, requests permission to place any type of additional antenna or transmission facility on the property, the procedures of this Section Five shall govern City's responsibilities, if any, in regard to whether such antenna or transmission facility will interfere with Operator's transmission operations. An emergency, city, public works, or public safety

governmental unit may be allowed to place antenna or other communications facilities on the Tower for non-competitive uses regardless of potential or actual interference with Operator's use, provided, however, that the antennas are located more than fifteen (15) feet from Operator's antennas. If Operator's use of the property is materially affected by emergency, city, public works, or public safety governmental unit antennas for non-competitive purposes located more than fifteen (15) feet from Operator's antennas, Operator may terminate this Lease without penalty.

If City receives any such request from an entity requesting to use the property for communications purposes ("Requester"), City shall submit the Requester's proposal, complete with all technical specifications reasonably requested by Operator, to Operator for review for noninterference. Operator shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by Operator to the installation of antennas or transmission facilities pursuant to said proposal. If Operator gives notice of objection due to interference during such thirty-(30) day period and Operator's objections are verified by City to be valid, then City shall not proceed with such proposal. The Requester shall be responsible for the expenses incurred in any independent validation of Operator's interference objections; provided, however, should the independent analysis conclude that Operator's interference objections are invalid, Operator shall be responsible for any independent validation fees. An emergency, city, public works, or public safety governmental unit may be allowed to place antenna or other communications facilities on the Tower for non-competitive uses regardless of potential or actual interference with Operator's use, provided, however, that the antennas are located more than fifteen (15) feet from Operator's antennas and provided, however, if Operator's use of the property is materially affected,

Operator may terminate this Lease without penalty, and provided further, that if a Requester is granted approval to use the property for communications purposes and thereafter Operator's use of the property is materially affected, Operator shall have the right to terminate this Lease without penalty and shall have the right to seek relief against such Requester, including damages and/or injunctive or other equitable relief, provided that there shall be no liability to City.

Operator's use and operation of its facilities shall not interfere with the use and operation of other communications facilities on the Tower, which pre-existed Operator's facilities. If Operator's facilities cause impermissible interference, Operator shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Operator shall immediately cease operating its facilities until the interference has been eliminated. If the interference cannot be eliminated within ninety (90) days, Operator may terminate this Agreement.

#### **SECTION SIX IMPROVEMENTS; UTILITIES; ACCESS**

A. Operator shall have the right, at Operator's expense, to erect and maintain on the Premises the equipment listed on Exhibit "C" of this Agreement.

B. Operator shall have the right to install utilities, at Operator's expense, including, but not limited to the installation of emergency power generators. Operator shall have the right to permanently place utilities on the Premises in order to service the Premises and the facilities described in this Agreement. Upon Operator's written request, City shall execute a permit in favor of Operator evidencing Operator's right to construct a utility.

C. City represents and warrants to Operator that Operator shall enjoy vehicular and pedestrian ingress, egress, and access from a public road to the Property adequate to service the Premises and the equipment described on Exhibit "C" at all times during this Agreement at no



additional charge to Operator, except as provided in Section Two, Subparagraph D. Operator shall be allowed to access the Tower for maintenance and repairs of the equipment described on Exhibit "C" upon twenty four (24) hours notice to City. In the event of an emergency, Operator shall not be required to give notice to City, but, in such event, Operator shall make reasonable efforts to notify City of Operator's intent to access the Tower. Operator shall conduct all repair, replacement and maintenance operations in accordance with applicable OSHA regulations or other occupational and safety regulations pertaining to such operations.

## **SECTION SEVEN TERMINATION**

A. Except as otherwise provided herein, this Agreement may be terminated, without any penalty or further liability, as follows: (1) by either party upon a material default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties at law, in equity, or pursuant to any other provisions hereof), unless such default may not be reasonably cured within a 60-day period, in which case, this Lease may not be terminated if the defaulting party commences action to cure the default within such 60-day period, proceeds with due diligence to fully cure the default, and thereafter cures the default; (2) by Operator, immediately upon notice to City, if it is unable to obtain or maintain any license, permit, or other governmental agency approval necessary to the construction and/or operation of the equipment described in Section 2, Subparagraph A or Operator's business; (3) on thirty (30) days' written notice by Operator if the Premises are or become unacceptable under the Operator's design or engineering specifications for the communications system network to which the facilities belong; or (4) by City on thirty (30) days' written notice to Operator if it determines based on a recommendation of a structural engineer registered in the State of Minnesota that the Tower is

structurally unsound, including, but not limited to, consideration of age of the structure, damage or destruction of all or part of the property or Tower from any source; or (5) by Operator, if Operator has had to cease operation of its Antenna Facilities pursuant to Section 2(F)(6) above due to the City's determination that continued use of the property by Operator is in fact an immediate threat to health or safety. If this Agreement is terminated, fee shall be prorated as of the date of termination, and, in the event of termination for any reason other than nonpayment of fee, all prepaid fees shall be refunded to Operator within ninety (90) days of said termination.

C. Upon termination, Operator shall promptly remove the equipment described in Section 2A and restore land and property to its original condition, excluding ordinary wear and tear. Operator shall submit a letter of credit or performance bond (in a form acceptable to Operator's surety) or other form of security, which alternate form of security must be acceptable to the City, to cover the costs of removal.

## **SECTION EIGHT TAXES**

Operator shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the equipment described in Section 2, Subparagraph A. City shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. Notwithstanding the foregoing, Operator shall pay, as additional fee, any increase in real property taxes levied against the Premises for the period from the Commencement Date through to termination of this Agreement which is directly attributable to Operator's use of the Premises, and City agrees to furnish proof of such increase to Operator. If there is more than one operator using the Property, Operator shall pay its proportionate share of such increase. Operator's proportionate share of the real estate taxes shall be the percentage determined by dividing the

amount of Operator's exclusive space on the Property by the total amount of exclusive space leased to or used by all users of the Property.

City shall provide to Operator a copy of any notice, assessment or billing relating to real estate taxes for which Operator is responsible under this Agreement within ten (10) days of receipt of the same by City. Operator shall have no obligation to make payment of any real estate taxes until Operator has received the notice, assessment or billing relating to such payment as set forth in the preceding sentence. In the event City fails to provide to Operator a copy of any real estate tax notice, assessment or billing within the ten (10) day period set forth herein, Operator shall be relieved of any obligation or responsibility to make payment of real estate taxes referred to in the notice, assessment or billing which was not timely delivered by City to Operator.

Operator shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which Operator is wholly or partly responsible for payment under this Agreement. City shall reasonably cooperate with Operator in filing, prosecuting and perfecting any appeal or challenge to real estate taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar document.

## **SECTION NINE INSURANCE**

A. Operator shall maintain commercial general liability insurance insuring Operator against liability for personal injury, death or damage to personal property arising out of use of the Premises by Operator with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00). Operator shall also maintain fire and extended coverage insurance insuring Operator's personal property for its full insurable value (subject to reasonable

deductibles). City shall maintain general liability insurance insuring City against liability for personal injury, death or damage to personal property arising out of its ownership, use and management of the Premises by City, or its agents, with combined single limits of not less than Six Hundred Thousand Dollars (\$600,000.00). City shall maintain property and casualty insurance on all improvements to the Property, including the Tower. Notwithstanding anything in this Agreement to the contrary, each party releases the other party from all liability, whether for negligence or otherwise, in connection with a loss covered by any policies which the releasing party carries with respect to the Premises, but only to the extent that such loss is collected under such insurance policy(s). Any policy required to be obtained pursuant to this Section 9 shall contain a Waiver of Subrogation in favor of the other party hereto.

B. Operator shall provide City with proof of workers' compensation insurance covering all of Operator's employees and agents who access the Premises.

#### **SECTION TEN DESTRUCTION OF PREMISES**

If the Premises or the Operator's facilities located thereon are destroyed or damaged so as, in Operator's judgment to hinder the effective use of the Premises as a communications facility, Operator may elect to terminate this Agreement as of the date of the damage or destruction by so notifying the City not more than forty-five (45) days following the date of damage. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and Operator shall be entitled to the reimbursement of any sums prepaid by Operator.

#### **SECTION ELEVEN CONDEMNATION**

If a condemning authority takes all of the Property, or a portion sufficient, in Operator's determination, to render the Premises unsuitable for the use which Operator was then making of

the Premises, Operator may terminate this Agreement as of the date the title vests in the condemning authority. The parties shall be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation.

## **SECTION TWELVE NOTICES**

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, or a nationally recognized courier, return receipt requested, to the following addresses:

If to City:

Director of Public Works  
City of Plymouth  
3400 Plymouth Boulevard  
Plymouth, MN 55447-1482

If to Operator:

T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: PCS Lease Administrator

With a copy to:

8550 W. Bryn Mawr Ave.  
Suite 100. Chicago, IL 60631

Attn: Lease Administration Manager

### SECTION THIRTEEN INDEMNITY

A. City and Operator each indemnify the other against, and hold the other harmless from, any and all costs (including reasonable attorney's fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of (a) the breach of this Agreement by the indemnifying party; and (b) the use and/or occupancy of the Property, or the Premises, by such indemnifying party. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from any negligent or intentional misconduct of the indemnified party and shall survive the termination of this Agreement. Notwithstanding any provision set forth herein to the contrary, City's obligation to indemnify Operator shall, in any event, be limited as set forth in Minnesota Statutes Section 466.04.

B. Hazardous Substance Indemnifications. Each Party represents and warrants that its use of the Property will not generate, and it will not store or dispose on the Property nor transport to or over the Property any hazardous substance in violation of any law or regulation. City and Operator acknowledge that Operator shall be utilizing and maintaining on the Property sealed batteries, propane/diesel/gasoline, HVAC system, and a halon/FM200 fire suppression system and that the use and maintenance of such items shall not constitute a violation or breach of the preceding sentence of this paragraph. Each Party further agrees to hold the other harmless from and indemnify the other against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release, including all attorney's fees, costs, and penalties incurred as a result thereof except any release caused by the negligence of the indemnified party, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by

any federal, state, or local environmental law, regulation, or rule presently in effect or promulgated in the future, as such laws, regulations, or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death, or disease. City warrants and represents that on the date hereof, City has no actual knowledge of any hazardous substance now or previously being located on the property. For the purposes hereof, the actual knowledge of City is limited to the actual knowledge of Doran Cote, Public Works Director. Notwithstanding any provision set forth herein to the contrary, City's obligation to indemnify Operator shall, in any event, be limited as set forth in Minnesota Statutes Section 466.04.

#### **SECTION FOURTEEN ASSIGNMENT**

A. Operator may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed; provided, however, that Operator may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets in the market defined by the Federal Communications Commission in which the Property is located, subject to any financing entity's interest, if any, in this Agreement as set forth in Section Sixteen below. Upon assignment, Operator shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Operator's obligations herein. Landlord may assign this Agreement, which assignment may be evidenced by written notice to Operator within a reasonable period of time thereafter, provided that the assignee assumes all of Landlord's obligations herein, including but not limited to, those set forth in Section Sixteen ("Waiver of Landlord's Lien") above. This Agreement shall run with

the Land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Operator may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Operator (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

B. The parties acknowledge that this is a non-exclusive lease, except as set forth in Section One. Nothing in this Lease shall preclude City from leasing other space for communications equipment to any person or entity which may be in competition with Operator, or any other party, subject to the conditions set forth in Section Five of this Agreement.

#### **SECTION FIFTEEN BINDING EFFECT; SUCCESSORS AND ASSIGNS**

This Agreement shall run with the Property. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

#### **SECTION SIXTEEN WAIVER OF CITY'S LIEN**

Landlord waives any lien rights it may have concerning the Operator's Facilities all of which are deemed Operator's personal property and not fixtures, and Operator has the right to remove the same at any time without City's consent. Operator's exterior Facilities are described on Exhibit "C."



**SECTION SEVENTEEN  
MISCELLANEOUS**

A. The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

B. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Agreement must be in writing and executed by both parties.

C. If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

D. City agrees to cooperate with Operator in executing any documents (including a Memorandum of Lease) necessary to protect Operator's rights hereunder or Operator's use of the Premises.

E. This Agreement shall be construed in accordance with the laws of the State of Minnesota.

F. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

G. City and Operator each agree to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other party may reasonably request.

H. City covenants that City is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. City further covenants that there are no liens, judgments or impediments of title on the Property, or affecting City's title to the same, and that there are no covenants, easements or restrictions which prevent the use of

the Premises by the Operator as set forth above. City covenants that Operator, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written below.

CITY:

CITY OF PLYMOUTH

By: Judy Johnson

Name: Judy Johnson, Mayor

Date: \_\_\_\_\_

By: Laurie Ahrens

Laurie Ahrens, City Manager

Date: January 27, 2007

(SEAL)

OPERATOR:

T-Mobile Central LLC

By: Hossein Sepehr

Name: Hossein Sepehr

Its Director Engineering and Operations

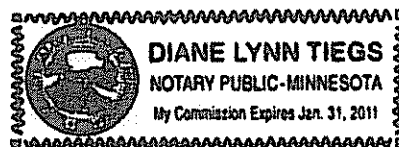
Date: 4/11/07

*[ Acknowledgments on following page ]*

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 28 day of November 2006, by Judy Johnson and Laurie Ahrens, the Mayor and City Manager, of the CITY OF PLYMOUTH, a municipal corporation under the laws of Minnesota on behalf of the corporation.

Diane Lynn Tieg  
Notary Public

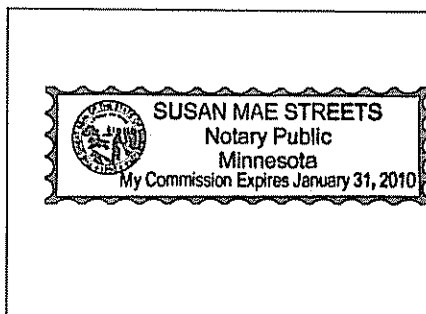


[Notary block for Tenant]

STATE OF Minnesota )  
 ) ss.  
COUNTY OF Hennepin )

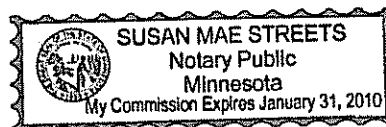
I certify that I know or have satisfactory evidence that Hossein Sepehr is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of Engineering and Operations of T-Mobile Central LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4-11-07



(Use this space for notary stamp/seal)

Susan Mae Streets  
Notary Public  
Print Name Susan Mae Streets  
My commission expires 1-31-2010



#### ATTACHED EXHIBITS:

EX "A" PROPERTY  
"B" PREMISES  
"C" EQUIPMENT AND FACILITIES  
"D" CITY POLICY

**EXHIBIT A – PROPERTY**

Tract C registered land survey #1575 on file or of record with the Registrar of Titles, Hennepin County Minnesota.

**EXHIBIT B – PREMISES**

**EXHIBIT C - EQUIPMENT AND FACILITIES**

Drawings to be approved by City and attached hereto.

## Exhibit B

30 December, 2006

**PROPOSED LEASE TRACT, UTILITY, AND  
ACCESS & UTILITY EASEMENT DESCRIPTIONS FOR:  
T-MOBILE USA, INC,  
SITE A10849-PLYMOUTH, MN  
“Bass Lake Playfields”**

**PROPOSED LEASE TRACT & UTILITY EASEMENT DESCRIPTION:**

An easement for lease tract purposes over, under and across that part of Tract C, Registered Land Survey No. 1575, Files of the Registrar of Titles, Hennepin County, Minnesota, described as follows:

Commencing at the southeast corner of the Southeast Quarter of Section 9, Township 118 North, Range 22 West of the Fifth Principal Meridian; thence North 00 degrees 12 minutes 52 seconds West, bearings based on Hennepin County Coordinate Grid, along the east line of said Southeast Quarter a distance of 355.96 feet; thence on a bearing of West a distance of 792.87 feet to the point of beginning of the lease tract to be described; thence on a bearing of South a distance of 20.00 feet; thence on a bearing of West a distance of 10.00 feet; thence on a bearing of North a distance of 10.00 feet to a point hereinafter referred to as Point “A”; thence continuing on a bearing of North a distance of 10.00 feet; thence on a bearing of East a distance of 10.00 feet to said point of beginning.

Together with an easement 10.00 feet in width for utility purposes over, under and across said Tract C. The center line of said easement is described as beginning at said Point “A”; thence on a bearing of West a distance of 72.46 feet and said center line there terminating.

Said lease tract contains 200 square feet.

Said utility easement contains 725 square feet.

### **PROPOSED ACCESS & UTILITY EASEMENT DESCRIPTION:**

An easement 10.00 feet in width for access and utility purposes over, under and across Tract C, Registered Land Survey No. 1575, Files of the Registrar of Titles, Hennepin County, Minnesota. The center line of said easement is described as follows:

Commencing at the southeast corner of the Southeast Quarter of Section 9, Township 118 North, Range 22 West of the Fifth Principal Meridian; thence North 00 degrees 12 minutes 52 seconds West, bearings based on Hennepin County Coordinate Grid, along the east line of said Southeast Quarter a distance of 355.96 feet; thence on a bearing of West a distance of 787.87 feet to the point of beginning of the center line to be described; thence on a bearing of South a distance of 50.18 feet; thence South 44 degrees 16 minutes 34 seconds East a distance of 49.67 feet; thence South 75 degrees 01 minutes 31 seconds East a distance of 22.16 feet; thence South 47 degrees 02 minutes 07 seconds East a distance of 18.13 feet; thence South 44 degrees 36 minutes 17 seconds West a distance of 17.89 feet; thence South 72 degrees 32 minutes 39 seconds West a distance of 17.58 feet; thence South 43 degrees 50 minutes 24 seconds West a distance of 62.59 feet; thence on a bearing of West a distance of 113.34 feet; thence on a bearing of North a distance of 27.60 feet; thence on a bearing of West a distance of 302.22 feet; thence North 79 degrees 57 minutes 20 seconds West a distance of 30.77 feet; thence on a bearing of West a distance of 79.95 feet to the west line of said Tract C and said center line there terminating.

Said access and utility easement contains 7,921 square feet

## Exhibit B

30 December, 2006

**PROPOSED LEASE TRACT, UTILITY, AND  
ACCESS & UTILITY EASEMENT DESCRIPTIONS FOR:  
T-MOBILE USA, INC,  
SITE A10849-PLYMOUTH, MN  
“Bass Lake Playfields”**

**PROPOSED LEASE TRACT & UTILITY EASEMENT DESCRIPTION:**

An easement for lease tract purposes over, under and across that part of Tract C, Registered Land Survey No. 1575, Files of the Registrar of Titles, Hennepin County, Minnesota, described as follows:

Commencing at the southeast corner of the Southeast Quarter of Section 9, Township 118 North, Range 22 West of the Fifth Principal Meridian; thence North 00 degrees 12 minutes 52 seconds West, bearings based on Hennepin County Coordinate Grid, along the east line of said Southeast Quarter a distance of 355.96 feet; thence on a bearing of West a distance of 792.87 feet to the point of beginning of the lease tract to be described; thence on a bearing of South a distance of 20.00 feet; thence on a bearing of West a distance of 10.00 feet; thence on a bearing of North a distance of 10.00 feet to a point hereinafter referred to as Point “A”; thence continuing on a bearing of North a distance of 10.00 feet; thence on a bearing of East a distance of 10.00 feet to said point of beginning.

Together with an easement 10.00 feet in width for utility purposes over, under and across said Tract C. The center line of said easement is described as beginning at said Point “A”; thence on a bearing of West a distance of 72.46 feet and said center line there terminating.

Said lease tract contains 200 square feet.

Said utility easement contains 725 square feet.



### **PROPOSED ACCESS & UTILITY EASEMENT DESCRIPTION:**

An easement 10.00 feet in width for access and utility purposes over, under and across Tract C, Registered Land Survey No. 1575, Files of the Registrar of Titles, Hennepin County, Minnesota. The center line of said easement is described as follows:

Commencing at the southeast corner of the Southeast Quarter of Section 9, Township 118 North, Range 22 West of the Fifth Principal Meridian; thence North 00 degrees 12 minutes 52 seconds West, bearings based on Hennepin County Coordinate Grid, along the east line of said Southeast Quarter a distance of 355.96 feet; thence on a bearing of West a distance of 787.87 feet to the point of beginning of the center line to be described; thence on a bearing of South a distance of 50.18 feet; thence South 44 degrees 16 minutes 34 seconds East a distance of 49.67 feet; thence South 75 degrees 01 minutes 31 seconds East a distance of 22.16 feet; thence South 47 degrees 02 minutes 07 seconds East a distance of 18.13 feet; thence South 44 degrees 36 minutes 17 seconds West a distance of 17.89 feet; thence South 72 degrees 32 minutes 39 seconds West a distance of 17.58 feet; thence South 43 degrees 50 minutes 24 seconds West a distance of 62.59 feet; thence on a bearing of West a distance of 113.34 feet; thence on a bearing of North a distance of 27.60 feet; thence on a bearing of West a distance of 302.22 feet; thence North 79 degrees 57 minutes 20 seconds West a distance of 30.77 feet; thence on a bearing of West a distance of 79.95 feet to the west line of said Tract C and said center line there terminating.

Said access and utility easement contains 7,921 square feet

## SCOPE OF SUPPLY

## PROJECT TEAM

100

REPORTING IMPROVED TICS-MEDULANS



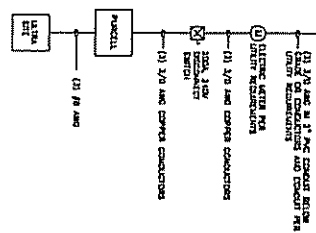






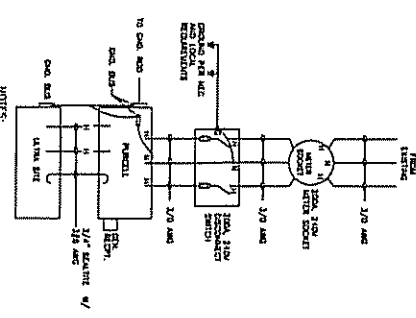


NEW UTILITY SERVICE  
ONE - LINE DIAGRAM  
STANDARD (240V)



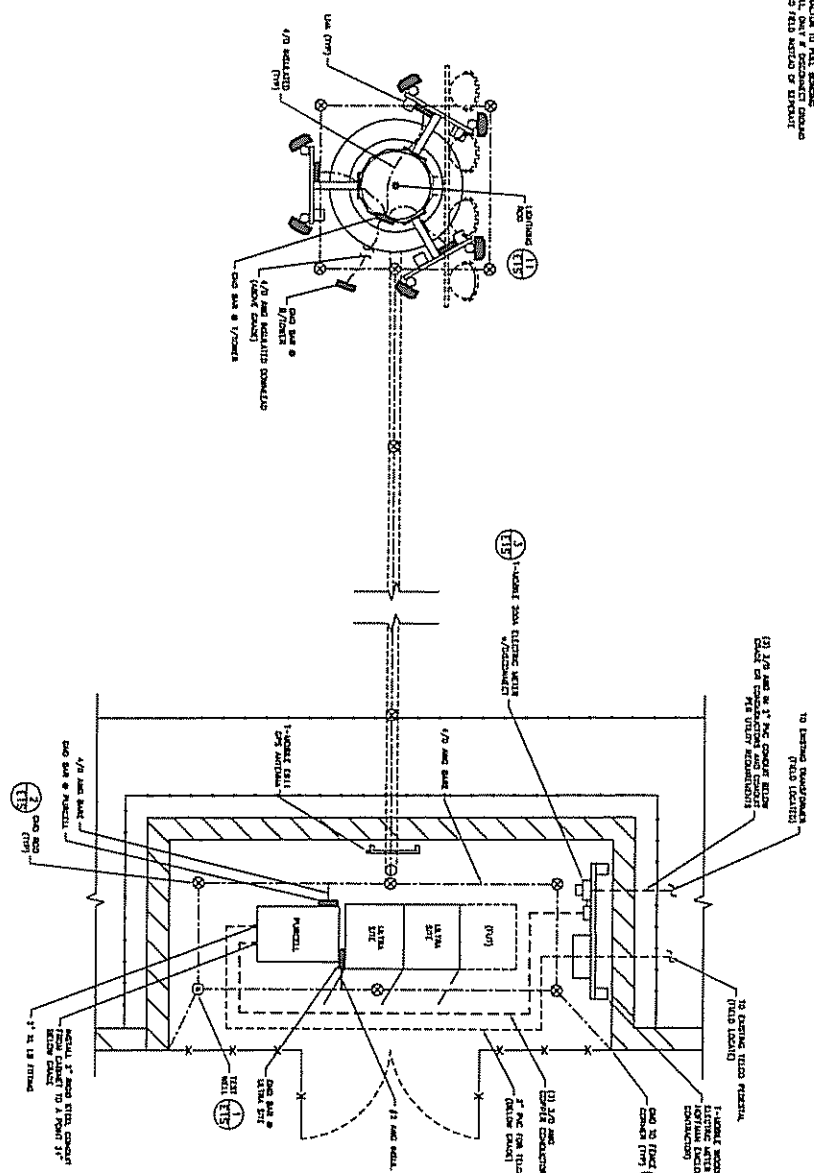
- NOTES:
1. ALL WIRING SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE MINNEAPOLIS ELECTRICAL CODE (MEC).
  2. CONDUCTORS SHALL BE 1/2 INCH COPPER UNLESS OTHERWISE SPECIFIED.
  3. ALL WIRING SHALL BE DONE IN ACCORDANCE WITH THE MINNEAPOLIS ELECTRICAL CODE (MEC).
  4. ALL WIRING SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE MINNEAPOLIS ELECTRICAL CODE (MEC).
  5. ALL WIRING SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE MINNEAPOLIS ELECTRICAL CODE (MEC).

WIRING DIAGRAM



- NOTES:
1. CONDUCTORS SHALL BE 1/2 INCH COPPER UNLESS OTHERWISE SPECIFIED.
  2. ALL WIRING SHALL BE DONE IN ACCORDANCE WITH THE MINNEAPOLIS ELECTRICAL CODE (MEC).
  3. ALL WIRING SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE MINNEAPOLIS ELECTRICAL CODE (MEC).
  4. ALL WIRING SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE MINNEAPOLIS ELECTRICAL CODE (MEC).
  5. ALL WIRING SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE MINNEAPOLIS ELECTRICAL CODE (MEC).

ENLARGED SITE PLAN



T-Mobile  
MINNEAPOLIS MARKET

1. Building owner: T-Mobile  
2. Building address: 5450 NORTHWEST BLVD, PLYMOUTH, MINNESOTA 55440  
3. Building type: COMMERCIAL  
4. Building use: RETAIL  
5. Building area: 12,777 SQ. FT.  
6. Building height: 12 FT.  
7. Building depth: 10 FT.  
8. Building width: 12 FT.  
9. Building length: 10 FT.  
10. Building area: 12,777 SQ. FT.  
11. Building height: 12 FT.  
12. Building depth: 10 FT.  
13. Building width: 12 FT.  
14. Building length: 10 FT.  
15. Building area: 12,777 SQ. FT.  
16. Building height: 12 FT.  
17. Building depth: 10 FT.  
18. Building width: 12 FT.  
19. Building length: 10 FT.  
20. Building area: 12,777 SQ. FT.  
21. Building height: 12 FT.  
22. Building depth: 10 FT.  
23. Building width: 12 FT.  
24. Building length: 10 FT.  
25. Building area: 12,777 SQ. FT.  
26. Building height: 12 FT.  
27. Building depth: 10 FT.  
28. Building width: 12 FT.  
29. Building length: 10 FT.  
30. Building area: 12,777 SQ. FT.  
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32. Building depth: 10 FT.  
33. Building width: 12 FT.  
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91. Building height: 12 FT.  
92. Building depth: 10 FT.  
93. Building width: 12 FT.  
94. Building length: 10 FT.  
95. Building area: 12,777 SQ. FT.  
96. Building height: 12 FT.  
97. Building depth: 10 FT.  
98. Building width: 12 FT.  
99. Building length: 10 FT.  
100. Building area: 12,777 SQ. FT.

**EXHIBIT D**  
**CITY POLICY**

**PLYMOUTH CITY COUNCIL**  
**Policy Statement Regarding the Use of City Owned Land for**  
**Wireless Telecommunication Antennas and Towers**  
Approved , 1996

**1. Introduction**

The City of Plymouth has received requests from wireless telecommunication providers to place wireless telecommunication antennas and towers on City owned property. The Plymouth City Council has determined that a uniform policy for reviewing and or approving these requests is desirable.

**2. Priority of Users**

Priority for the use of City owned land for wireless telecommunication antennas and towers will be given to the following entities in descending order:

- A. City of Plymouth
- B. Public safety agencies, including law enforcement, fire, and ambulance services, which are not part of the City of Plymouth and private entities with a public safety agreement with the City of Plymouth.
- C. Other governmental agencies, for uses which are not related to public safety; and,
- D. Entities providing licensed commercial wireless telecommunication services including cellular, personal communication services (PCS), specialized mobilized radio (SMR), enhanced specialized mobilized radio (ESMR), paging and similar services that are marketed to the general public.

**3. Minimum Requirements**

The placement of wireless telecommunication antennas or towers on City owned property must comply with all zoning ordinances and the following requirements.

- A. The antennas or tower will not interfere with the purpose for which the City owned property is intended;
- B. The applicant is willing to obtain adequate liability insurance and commit to a lease agreement which includes equitable compensation for the use of public land and other necessary provisions and safeguards. The fees shall be established by the City Council after considering comparable rates in other cities, potential expenses, risks to the City, and other appropriate factors;
- C. The applicant will submit a letter of credit, performance bond, or other security acceptable to the City to cover the costs of the antenna or tower's removal;
- D. The antennas or tower will not interfere with other users who have a higher priority as discussed in Section 2. A certificate of "Non Interference" may be required.
- E. Upon reasonable notice, the antennas or tower may be required to be removed at the user's expense.



- F. The applicant must reimburse the City for any costs which the City incurs because of the presence of the applicant's antennas or tower and, the applicant must reimburse the City for any cost that the City incurs for testing and analysis. An example would be structural analysis of the City's buildings, towers or other structures.
- G. The user must obtain all necessary land use approvals.
- H. Depending on the site location the City may require a building to house the applicants equipment, concrete slab, a security fence, and plantings to screen the equipment and to enhance the aesthetics of the area.
- I. The applicant may be required to supply a computer image of proposed location with equipment mounted or installed and will usually be required to camouflage some or all equipment to match existing city property.
- J. Multiple users of a city site will coordinate their efforts to minimize space needs. Subsequent applicants may be required to modify items covered in 3H.
- K. The applicant will be responsible for the security of it's own equipment.

#### 4. **Special Requirements**

The use of certain City owned property, such as water tower sites and parks, for wireless telecommunication antennas or towers brings with it special concerns due to the unique nature of these sites. The placement of wireless telecommunication antennas or towers on these special City owned sites will be allowed only when the following additional requirements are met.

**A. Water Tower or Reservoir Sites** - The City's water towers and reservoirs represent a large public investment in water pressure stabilization and peak capacity reserves. Protection of the quality of the City's water supply is of prime importance to the City. As access to the City's water storage systems increases, so too increases the potential for contamination of the public water supply. For these reasons, the placement of wireless telecommunication antennas or towers on watertower or reservoir sites will be allowed only when the City is fully satisfied that the following requirements are met.

- 1. The applicant's access to the facility will not increase the risks of contamination to the City's water supply;
- 2. There is sufficient room on the structure and/or on the grounds to accommodate the applicant's facility;
- 3. The presence of the facility will not increase the water tower or reservoir maintenance cost to the City; and
- 4. The presence of the facility will not be harmful to the health of workers maintaining the water tower or reservoir.
- 5. Applicants will assume responsibility to temporarily relocate their equipment if necessary when water towers or reservoirs need maintenance work done. An example would be painting.
- 6. The city owned structure must be fully capable of supporting the applicants equipment. A certificate of structural soundness will be required from a structural engineer.

**B. Parks** - The presence of certain wireless telecommunication antennas or towers represents a potential conflict with the purpose of some City owned parks. In no case

shall towers be allowed in designated conservation areas. Wireless telecommunication antennas or towers will be considered only in the following parks after the recommendation of the Parks and Recreation Commission and approval of the City Council.

1. Public parks of a sufficient scale and character that are adjacent to an existing commercial or industrial use;
2. Commercial recreation areas and major playfields, and;
3. Park maintenance facilities.

**5. Application Process**

All applicants who wish to locate a wireless telecommunication antenna or tower on City owned property must submit to the Director of Public Works a completed application and detailed plan. Also, an application must be submitted to the Community Development Department that complies with the submittal requirements of the Zoning Ordinance along with other pertinent information requested by the City.

**6. Termination**

The City Council may terminate any lease if it determines that any one of the following conditions exist:

- A. A potential user with a higher priority cannot find another adequate location and the potential use would be incompatible with the existing use;
- B. A user's frequency broadcast unreasonably interferes with other users of a higher priority, regardless of whether or not this interference was adequately predicted in the technical analysis; or,
- C. A user violates any of the standards in this policy or the conditions attached to the City's permission.

Before taking action, the City will provide notice to the user of the intended termination and the reasons for it, and provide an opportunity for the user to address the City Council regarding the proposed action. This procedure need not be followed in emergency situations.

**7. Reservation of Right**

Notwithstanding the above, the City Council reserves the right to deny, for any reason, the use of any or all City owned property by any one or all applicants.

**8. Use of Revenue**

All revenue generated through the lease of City owned property for wireless telecommunication towers and antennas shall be made payable to the City of Plymouth and transmitted to the City's Department of Finance.

Revenue shall be credited as follows:

- A. One-half to the Water Operation Fund and one-half to the General Fund when located on water utility property.
- B. All to the General Fund when the wireless telecommunication towers and antennas are located on any other City property.

## ADDENDUM TO AGREEMENT

In the event of conflict or inconsistency between the terms of this Addendum and this Agreement, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Agreement.

**Subsection 7(c) is deleted in its entirety and replaced with the following:**

(c) Upon expiration or termination of this Agreement, Operator shall promptly remove all of its improvements, with the exception of the light pole and light fixtures, and provide City with a Bill of Sale for the light pole. Operator will restore the Premises to the substantially the same condition which existed at the time this Agreement was executed, light pole notwithstanding, and ordinary wear and tear excepted. Footings, foundations and concrete not associated with the light pole will be removed to a depth of one (1) foot below grade.

CITY: CITY OF PLYMOUTH

By: W. S. Mink, Mayor  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

CITY: CITY OF PLYMOUTH

By: Laurie Ahrens  
Printed Name: Laurie Ahrens  
Its: City Manager  
Date: January 27, 2007

OPERATOR:

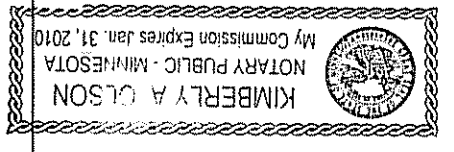
By: Hoss - Saeed  
Printed Name: Hossein Saeed  
Its: Director of Engineering  
Date: 4/11/07

STATE OF MINNSOTA \_\_\_\_\_ )  
 ) ss.  
COUNTY OF HENNEPIN \_\_\_\_\_ )

This instrument was acknowledged before me on Jan. 27, 2007 by Kelli Slavik, the  
Mayor and by haurie Ahrens, the City Manager of the City of Plymouth, a Minnesota  
Municipal Corporation.

Dated: Jan. 27, 2007

Kimberly A. Olson  
Notary Public  
Print Name Kimberly A. Olson  
My commission expires Jan. 31, 2010

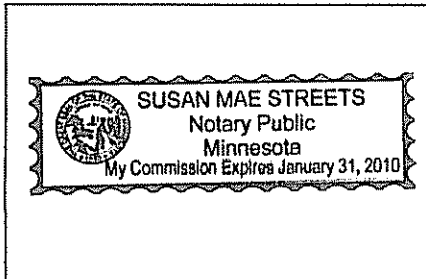


(Use this space for notary stamp/seal)

STATE OF MINNESOTA \_\_\_\_\_ )  
 ) ss.  
COUNTY OF HENNEPIN \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that Hossein Sepehr, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of Engineering and Operations of T-Mobile Central LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4-11-07



(Use this space for notary stamp/seal)

Susan Mae Streets  
Notary Public  
Print Name Susan Mae Streets  
My commission expires 1-31-2010

☐

**Request for Business Decision**

(Use for: T-Mobile lease, rent of \$1,500+ and /or legal changes)

☒

**Non-Standard Lease Transmittal**

☐

**RF Justification Attached (Required for RFBD only)**

**Site Number:** A10849 Plymouth Park

**Candidate Name:** 5450 Northwest Blvd (Park)

**OA Forecast:** 3/31/2007

**Market:** Minneapolis  
**Development Manager:** E. Engen  
**Site Acquisition Consultant:** C. Coughlin  
**Landlord Name:** City of Plymouth  
**RankMaster Score:**

**Lease Type:**

- ☒ Lease  
☐ Amendment  
☐ Collocation SLA  
☐ Ground Lease Required  
☐ Yes ☒ No T-Mobile Agreement

**Site Type:**

- ☒ Raw Land  
☐ Rooftop  
☐ Water Tank  
☐ Tower Collocation  
☒ Other

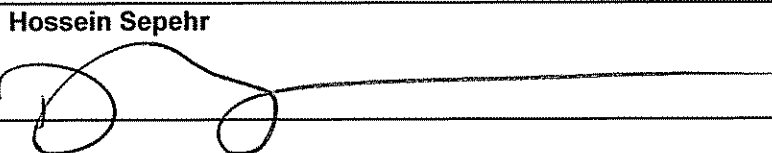
*- auto commence 11-2-2007  
 - in 2007 build plan  
 - zoning was approved  
 - 309*

**APPROVED FOR LEASE EXECUTION AND CONSTRUCTION:**

**Development Manager:**

  
 Eric Engen

**Market/Development Director:**

  
 Hossein Sepehr

**Legal Department:**  
 (approval by signature or via  
 attached email)

**Vice President (if required):**

**Business Terms:**

|                                                                             |                                                                                                                                                                           |
|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Lease Rent:<br>Ground Lease Rent:                                           | \$10,500/yr (\$875/mo)<br>\$ 0                                                                                                                                            |
| Escalation:                                                                 | 3% annual                                                                                                                                                                 |
| Upfront Payments:                                                           | 0.00                                                                                                                                                                      |
| Lease Area Size:                                                            | 10' x 20' (200 Sq. ft)                                                                                                                                                    |
| # of Antennas:<br># of Coax Lines:<br># of LNAs:                            | City to approve all drawings, or upgrades as of now limited to 6 antennas<br>city to approve any upgrades as of approved CD's 12 coax lines, size: Silent<br>Silent LNA's |
| Option Amount:<br>Option Term:                                              | 0.00<br>NA                                                                                                                                                                |
| Non Standard Fees :                                                         | NA                                                                                                                                                                        |
| Total Length of Lease:                                                      | 20 years. At the end of initial 20, ability to negotiate for an additional (5) years                                                                                      |
| Relocation Rights:<br>Who pays expenses?<br>Notice time required?<br>Other: | Silent                                                                                                                                                                    |

**Construction Costs (required for RFB only):**

|                     |                                                                                                                                                                                                                  |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Non Standard Items: | Such as unusual requirements by the landlord, tower replacements, unusually high costs, long telco runs, etc.<br><br>this lease automatically commences as of 11/1/07, or on construction whichever comes first. |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| <b>Legal Terms:</b>                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Termination Rights for T-Mobile:</b>     | <p>7A(1): By either party in the case of default if not cured within 60 days notice.</p> <p>A(2): by T-Mobile, immediately upon notice to City, if it is unable to obtain or maintain any license etc. necessary to the construction/operation of the site.</p> <p>A(3): (30) days PWN by T-Mo if the Premises are or become unacceptable under the Operator's design or engineering specifications.</p> <p>(5): by T-Mobile, if TM has had to cease operation due to interference.</p> <p>B: Prepaid fees (rent) shall be refunded to TM within ninety (90) days of said termination. T-MOBILE CAN TERMINATE AT ANYTIME WITH 30DAYS NOTICE</p>                                                                             |
| <b>Termination Rights for Landlord:</b>     | <p>7(A1): By either party in the case of default if not cured within 60 days notice.</p> <p>(4): by City (30) days PWN if it determines the Tower is structurally unsound or is an immediate threat to health and safety.</p> <p>Exhibit D6: A potential user with a higher priority cannot find another adequate location and the potential use would be incompatible with the existing use;</p> <p>A user's frequency broadcast unreasonably interferes with other users of a higher priority, regardless of whether or not this interference was adequately predicted in the technical analysis; or,</p> <p>A user violates any of the standards in this policy or the conditions attached to the City's permission.</p> |
| <b>Termination Fees (6 months or more):</b> | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Indemnification:</b>                     | Mutual                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Environmental:</b>                       | Mutual                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Assignment and Subleasing:</b>           | <p>Assignment to T-Mobile affiliates is acceptable; any other assignment must get PWC from City.</p> <p>The issue of subleasing is silent.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Access Rights:</b>                       | <p>Section 2D -- 24 x 7</p> <p>Section 6C --For all other access 24 hour notice (except in emergency).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Interference:</b>                        | T-Mo must supply an interference study prior to installation; T-Mo has the right to review future requests for radio equipment on the pole; T-Mobile subordinates to the City and agrees that public safety agencies shall have priorities of use in the event of communication interference (antennas will be 15' away); T-Mobile may terminate agreement if interference cannot be resolved within 90 days.                                                                                                                                                                                                                                                                                                               |
| <b>Other:</b>                               | <p>TM must submit a structural report and interference study before installation.</p> <p>Exhibit D(f):The applicant must reimburse the City for any costs which the City incurs because of the presence of the applicant's tower and, the applicant must reimburse the City for any cost that the City incurs for testing and analysis.</p> <p>Exhibit D (h): the City may require a building to house the applicants equipment, concrete slab, a security fence, and plantings to screen the equipment and to enhance the aesthetics of the area.</p>                                                                                                                                                                      |



### Ring Summary (required for RFBD only):

Explain the benefits of this candidate over other possible locations. Describe zoning climate in this jurisdiction.

This was the only candidate in the ring that was approved by RF. It is a tough city to zone a site in. It is a CUP and we were able to meet all requirements due to the size of this park. PLEASE NOTE: THIS LEASE AUTOMATICALLY COMMENCES AS OF 11/1/07 OR START OF CONSTRUCTION.

## FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is made and entered into by and between City of Plymouth, a Minnesota municipal corporation ("City"), and T-Mobile Central LLC, a Delaware limited liability company ("Operator").

### Recitals

The parties hereto recite, declare and agree as follows:

A. City and Operator (or as applicable, their respective predecessors in interest) entered into the Agreement ("Lease") dated September 1, 2007, with respect to Premises located at 5450 Northwest Boulevard, Plymouth, Minnesota 55442 (the "Property").

B. City and Operator desire to enter into this First Amendment in order to modify and amend certain provisions of the Agreement in reference to the above-mentioned Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Operator covenant and agree as follows:

1. **Modification of Term.** Section Three Term of the Agreement shall be amended to provide that the Agreement has a New Initial Term of five (5) years ("New Initial Term"), commencing on September 1, 2027 ("New Commencement Date"), and the Term will be automatically renewed for up to five (5) additional five (5) year terms (each a "Renewal Term") without further action by Operator unless Operator provides written notice of Operator's intent not to renew at least thirty (30) days prior to the expiration of the New Initial Term or any subsequent Renewal Term.

2. **Modification of Fee.** Section Four Fee of the Agreement shall be amended to provide that on the New Commencement Date, the annual fee shall increase by four percent (4%) per year on each anniversary of the New Commencement Date during the New Initial Term and any subsequent Renewal Term .

2. **Improvements.** Operator will have the right to modify its Operator Facilities as described and depicted on Exhibit C-1, which is attached hereto and by this reference incorporated herein, and City hereby consents to and approves of the modifications described and depicted on Exhibit C-1 in all respects.

3. **Revised City Policy.** The policy regarding the use of City owned property for wireless telecommunication antennas and towers was revised as of December 8, 2009. The revised city policy is attached hereto and by this reference incorporate herein as Exhibit D-1.

4. The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this First Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this First Amendment shall in no way modify, alter, or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Agreement and this First Amendment, the terms and conditions of this First Amendment will govern and control.

**Site: A1O0849B**  
**Site Name: Bass Lake Playfields**  
**Market MN**

5. City represents and warrants to Operator that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this First Amendment, or if any such third-party consent or approval is required, City has obtained any and all such consents or approvals.

IN WITNESS WHEREOF, the parties have executed this First Amendment made effective as of the date of execution by the last party to sign.

**City of Plymouth**

**T-Mobile Central LLC, a Delaware limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Site: A1O0849B**  
**Site Name: Bass Lake Playfields**  
**Market MN**

**EXHIBIT C-1**

Antenna Facilities

[See Attached]

C:\Users\krista\OneDrive\Documents\T-Mobile\WNA100849B\Anchor\08.01.24\FCD\_Rev 0 UC12.dwg PLOT DATE: 8/1/2024 BY: Krista Scott  
NEW EQUIPMENT  
NEW ANTENNA EQUIPMENT  
NEW ANTENNAS  
ELECTRICAL PANELS  
AISLE HOT  
AISLE COLD  
FIBER EQUIPMENT  
FIRE PENETRATIONS



BASE LAKE PLAYFIELDS-REPL

ANCHOR

A1O0849B

5450 NORTHWEST BLVD.  
PLYMOUTH, MN 55442  
LATITUDE: 45.05194444  
LONGITUDE: -93.4450000

SITE PHOTO

SCOPE OF WORK

MODIFICATION OF AN (E) "NON-INHABITABLE" T-MOBILE TELECOMMUNICATIONS SITE CONSISTING OF:

REMOVING

- (6) (E) TMBXX-6516-A2M (QUAD) ANTENNA'S
- (3) (E) TMA'S
- (6) (E) DIPLEXERS
- (1) (E) POWER CABINET
- (1) (E) SSC CABINET
- (6) (E) MODULES
- (7) (E) RRUS
- (12) (E) 7/8" COAX CABLES
- (3) (E) SECTOR MOUNT
- (2) (E) LARGE COVP
- (1) (E) HYBRID

INSTALLING

- (3) (N) 840590966 (OCTO) ANTENNAS
- (3) (N) AEHC ANTENNAS
- (1) (N) DELTA LB3 BATTERY CABINET
- (1) (N) HPL3.05 600A EQUIPMENT CABINET
- (1) (N) ASIA, (2) (N) ASIL'S, (1) (N) ABIA, (3) (N) ABIL'S, (1) ABIO, & (2) (N) AMIA's (1) FSMF
- (1) (N) CSR IXRe V2 (GEN2)
- (3) (N) AHFII & (3) & (N) AHLOB RRUS
- (2) (N) HYBRID 6/24 4AWG CABLES
- (1) (N) SABRE C10855667C ANTENNA PLATFORM

INSTALLATION IS UNMANNED AND NOT FOR HUMAN HABITATION  
PUBLIC ACCESS IS RESTRICTED A.D.A. ACCESSIBILITY NOT REQUIRED.

PROJECT CONTACTS

SITE CONTACT:  
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MINNESOTA MUNICIPAL CORPORATION  
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303.748.1189

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VICINITY MAP

SITE INFORMATION

|                   |                                            |
|-------------------|--------------------------------------------|
| SITE TYPE:        | MONOPOLE                                   |
| SITE NAME:        | BASE LAKE PLAYFIELDS-REPL                  |
| SITE NUMBER:      | A1O0849B                                   |
| SITE ADDRESS:     | 5450 NORTHWEST BLVD.<br>PLYMOUTH, MN 55442 |
| JURISDICTION:     | CITY OF PLYMOUTH                           |
| PARCEL NUMBER:    | 0311822440006                              |
| OCCUPANCY GROUP   | U                                          |
| CONSTRUCTION TYPE | V-B                                        |
| FULLY SPRINKLERED | NO                                         |
| NO. STORIES       | -                                          |

CODE COMPLIANCE

ALL CONSTRUCTION, ALTERATION, OR DEMOLITION SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES TO INCLUDE COMPLIANCE WITH THE LATEST FEDERAL STATE, AND LOCAL AMENDMENTS, REGULATIONS AND ORDINANCES.

GOVERNING CODES, AS APPLICABLE:  
2023 MINNESOTA ELECTRICAL CODES  
2020 MINNESOTA BUILDING CODES  
WITH AMENDMENTS

A.D.A. COMPLIANCE:  
NOT REQUIRED PER IBC 1103.2.9.

OSHA COMPLIANCE:  
ANSI A10.48: FALL PROTECTION  
AND SAFETY STANDARDS

MANDATORY: CONTRACTOR TO CALL TO VERIFY UTILITIES, AT LEAST TWO WORKING DAYS PRIOR TO DIGGING.  
BEFORE YOU DIG, CALL: 1-800-252-1166  
HTTP://811-IN-YOUR-STATE/MAP/STATE/MINNESOTA

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE.  
ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO T-MOBILE SERVICES IS STRICTLY PROHIBITED.

Know what's below  
Call before you dig.  
1-800-252-1166

DRIVING DIRECTIONS

FROM MINNEAPOLIS–SAINT PAUL INTERNATIONAL AIRPORT, HEAD NORTHWEST ON GLUMACK DR, TURN LEFT TOWARD NORTHWEST DR, MERGE WITH NORTHWEST DR AT THE ROUNDABOUT, CONTINUE STRAIGHT, SLIGHT LEFT ONTO GLUMACK DR, USE THE RIGHT 2 LANES TO MERGE WITH MN-5 W/STATE HWY 5 W VIA THE RAMP TO I-494/BLOOMINGTON, MERGE WITH MN-5 W/STATE HWY 5 W, MERGE WITH I-494, USE THE RIGHT LANE TO TAKE THE RAMP TO COUNTY RD 9/ROCKFORD RD, USE THE RIGHT LANE TO TURN RIGHT ONTO COUNTY RD 9/ROCKFORD RD, CONTINUE ONTO NORTHWEST BLVD, TURN RIGHT, TURN LEFT, DESTINATION WILL BE ON THE LEFT.



PROJECT INFORMATION:

SITE NAME:  
BASE LAKE PLAYFIELDS-REPL

SITE ID:  
A1O0849B

SITE ADDRESS:  
5450 NORTHWEST BLVD.  
PLYMOUTH, MN 55442

SITE COUNTY:  
HENNEPIN

| REV: | DATE:    | DESCRIPTION:  | BY: |
|------|----------|---------------|-----|
| A    | 07.25.24 | PRELIMINARY   | ASK |
| 0    | 08.01.24 | FINAL STAMPED | KS  |
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|      |          |               |     |

PLANS PREPARED BY:

4751 FOX STREET, DENVER, CO 80216

**PROFESSIONAL ENGINEER**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: Khristopher James Scott

Signature: [Signature]

Date: 08/02/2024 License # 50231

THIS WORK WAS PREPARED BY MYSELF OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. ALL SCALES ARE SET FOR 11"x17"

SHEET TITLE:

COVER PAGE

SHEET NUMBER:

T1.0

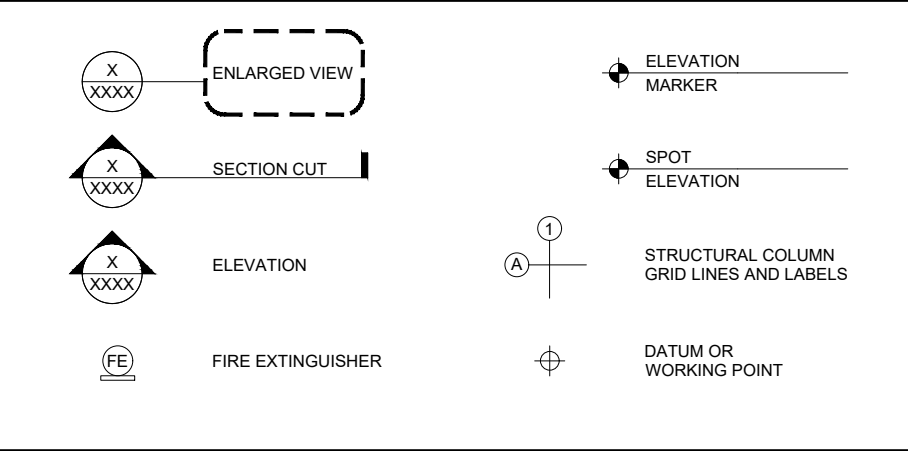
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NEW EQUIPMENT  
NEW ANTENNA EQUIPMENT  
NEW ANTENNAS  
ELECTRICAL PANELS  
AISLE HOT  
AISLE COLD  
FIBER PENETRATIONS  
FIBER EQUIPMENT

|                                                           |                                                                                                                                                      |                                                                          |                                                                                                                                                         |
|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| @<br>°<br>Ø                                               | AT<br>DEGREES<br>DIAMETER                                                                                                                            | HT.<br>ILC<br>INT.                                                       | HEIGHT<br>INTEGRATED LOAD CENTER<br>INTERIOR                                                                                                            |
| A/C<br>APPROX.<br>ARCH.<br>A.F.F.<br>A.F.G.<br>ATS<br>AWS | AIR CONDITIONER<br>APPROXIMATE<br>ARCHITECTURAL<br>ABOVE FINISH FLOOR<br>ABOVE FINISH GRADE<br>AUTOMATIC TRANSFER SWITCH<br>ADVANCED WIRELESS SYSTEM | L.F.<br><br>MAX.<br>MECH.<br>MFGR.<br>MGB<br>MIN.<br>MSDS<br>MTL.<br>MTS | LINEAR FEET<br><br>MAXIMUM<br>MECHANICAL<br>MANUFACTURER<br>MAIN GROUND BAR<br>MINIMUM<br>MATERIAL SAFETY DATA SHEET<br>METAL<br>MANUAL TRANSFER SWITCH |
| BBU<br>BCEM<br>BLDG.<br>B.O.                              | BATTERY BACK UP<br>BASE CHANNEL ELEMENT MODULE<br>BUILDING<br>BOTTOM OF                                                                              | (N)<br>N.T.S.                                                            | NEW<br>NOT TO SCALE                                                                                                                                     |
| CLG.<br>COL.<br>CONC.                                     | CEILING<br>COLUMN<br>CONCRETE                                                                                                                        | O.C.<br>O.D.<br>OVP                                                      | ON CENTER<br>OUTSIDE DIAMETER<br>OVER VOLTAGE PROTECTION                                                                                                |
| DBL.<br>DIA.<br>DIM.<br>DISC.<br>DN.<br>DWG.              | DOUBLE<br>DIAMETER<br>DIMENSION<br>DISCONNECT<br>DOWN<br>DRAWING                                                                                     | PCS<br><br>RAD.<br>R.O.<br>RRU                                           | PERSONAL COMMUNICATIONS SERVICE<br><br>RADIUS<br>ROUGH OPENING<br>REMOTE RADIO UNIT                                                                     |
| (E)<br>EA.<br>ELEV.<br>ELEC.<br>EQ.<br>EXT.               | EXISTING<br>EACH<br>ELEVATION<br>ELECTRICAL<br>EQUAL<br>EXTERIOR                                                                                     | SHTG.<br>SIM.<br>SPEC.<br>S.S.<br>STL.<br>STRUCT.                        | SHEATHING<br>SIMILAR<br>SPECIFICATION<br>STAINLESS STEEL<br>STEEL<br>STRUCTURAL                                                                         |
| F.O.<br>FIN.<br>FLR.<br>FUT.                              | FIRE EXTINGUISHER<br>FINISH<br>FLOOR<br>FUTURE                                                                                                       | T.C.<br>TELCO<br>T.O.<br>TYP.                                            | TEMPERATURE CONTROL<br>TELECOMMUNICATIONS<br>TOP OF<br>TYPICAL                                                                                          |
| GA.<br>GALV.<br>GEN.<br>GPS<br>GWB.                       | GAUGE<br>GALVANIZED<br>GENERATOR<br>GLOBAL POSITIONING SYSTEM<br>GYPSUM WALLBOARD                                                                    | U.G.<br>U.N.O.                                                           | UNDERGROUND<br>UNLESS NOTED OTHERWISE                                                                                                                   |
| H.M.<br>HORZ.<br>HR.                                      | HOLLOW METAL<br>HORIZONTAL<br>HOUR                                                                                                                   | VERT.<br>V.I.F.<br><br>W/<br><br>WITH                                    | VERTICAL<br>VERIFY IN FIELD<br><br>WITH                                                                                                                 |

ABBREVIATIONS



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NEW EQUIPMENT  
NEW ANTENNA EQUIPMENT  
NEW ANTENNAS  
ELECTRICAL PANELS  
AISLE HOT  
AISLE COLD  
EQUIPMENT  
FIBER PENETRATIONS

WEATHER PROOFING

- ALL EXTERIOR WALL OPENINGS, FLASHING, COUNTERFLASHING AND EXPANSION JOINTS SHALL BE CONSTRUCTED IN SUCH A MANNER AS TO MAKE IT WEATHERPROOF.
- THE JUNCTION OF THE ROOF AND VERTICAL SURFACES SHALL BE FLASHED AND COUNTERFLASHED IN A MANNER TO MAKE THEM WEATHERPROOF.
- PROVIDE FOR ALL TEMPORARY WEATHERPROOFING DURING THE COURSE OF WORK TO ASSURE PROTECTION AND FULL OPERATION OF THE EXISTING FACILITY.

DOORS, VENTS, AND WINDOWS

- ALL EGRESS DOORS SHALL BE ABLE TO BE OPENED FROM THE INSIDE WITHOUT USE OF KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. ALL EXIT SIGNS SHALL HAVE LETTERS SIX INCHES HIGH MINIMUM, AND SHALL CONFORM WITH APPLICABLE CODES. REFER TO FLOOR PLANS FOR EXIT SIGN LOCATIONS.
- INSTALL PER MANUFACTURER'S PRINTED INSTALLATION INSTRUCTIONS AND RECOMMENDATIONS. WHERE DETAILED, PROVIDE ALL ADDITIONAL MATERIALS SHOWN OR NOTED. VERIFY ALL OPENING SIZES, BOTH NEW AND EXISTING PRIOR TO ORDERING. PROVIDE SPACE FOR FLASHING AS DETAILED. PROVIDE GALVANIC ISOLATION BETWEEN DISSIMILAR MATERIALS.

FINISHES

- PAINT ALL PAINTABLE ITEMS ATTACHED TO WALLS, CEILING, OR COLUMNS EXCEPT DUCTWORK AND FLEXIBLE AND/OR MOVABLE PARTS. CONCEAL ALL PIPE AND CONDUIT WHERE WALL FURRING IS PROVIDED. PRIME ALL MATERIALS WITH MATERIAL COMPATIBLE WITH SUBSTRATE. SEE FINISH SCHEDULE AND FINISH NOTES.
- OFFSET STUDS WHERE NEEDED, SO THE FINISH WALL SURFACES WILL BE FLUSH.
- PROVIDE GALVANIC ISOLATION BETWEEN DISSIMILAR METALS.
- CEILING SUSPENSION SYSTEMS SHALL BE STABILIZED AGAINST LATERAL MOVEMENT IN ACCORDANCE WITH THE REQUIREMENTS OF THE IBC, GOVERNING EDITION.
- CEILING HEIGHTS ARE FROM CONCRETE FLOOR SLAB TO GRID AT ACOUSTICAL TILE CEILING, OR FINISH AT HARD CEILING.
- ALL INTERIOR WOOD BLOCKING SHALL BE FIRE TREATED.

EQUIPMENT

- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY INDICATED OTHERWISE OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
- VERIFY ALL EQUIPMENT MOUNTING DIMENSIONS PER MANUFACTURER DRAWINGS.
- PROVIDE SOLID BLOCKING FOR ALL WALL MOUNTED FIXTURES, DEVICES & EQUIPMENT. COORD. W/ ALL DIVISIONS OF THE SPECIFICATIONS TO VERIFY LOCATION REQUIRED.
- CONTRACTOR SHALL PROVIDE SEISMIC BRACING AND SUPPORT ALL EQUIPMENT AND MATERIALS PROVIDED.

FIRESTOPPING

- FIRESTOPPING SHALL BE PROVIDED BY A SINGLE CONTRACTOR FOR ALL TRADES USING A SINGLE MANUFACTURER'S PRODUCTS (3M OR HILTI).
- ALL RECESSED PANELS MOUNTED IN FIRE RATED WALLS SHALL BE OF FIRE RATED CONSTRUCTION TO MATCH RATING OF WALL. (I.E. TRAP PRIMERS, F.E. CABINETS, ETC.)

ELECTRICAL NOTES

- THESE PLANS ARE DIAGRAMMATIC ONLY, AND NOT TO BE SCALED.
- ELECTRICAL CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, INSURANCE, EQUIPMENT, INSTALLATION, CONSTRUCTION TOOLS, TRANSPORTATION, ETC. FOR A COMPLETE AND PROPERLY OPERATIVE SYSTEM ENERGIZED THROUGHOUT AND AS INDICATED ON DRAWINGS, AS SPECIFIED HEREIN AND/OR AS OTHERWISE REQUIRED.
- ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN PERFECT CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE OR GROUP OF EQUIPMENT. MATERIALS SHALL BE LISTED AND APPROVED BY UNDER-WRITER'S LABORATORY AND SHALL BEAR THE INSPECTION LABEL "J" WHERE SUBJECT TO SUCH APPROVAL MATERIALS SHALL MEET WITH APPROVAL OF THE DIVISION OF INDUSTRIAL SAFETY AND ALL GOVERNING BODIES HAVING JURISDICTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA AND NBFU.
- ALL CONDUIT INSTALLED SHALL BE SURFACE MOUNTED UNLESS OTHERWISE NOTED.
- ELECTRICAL CONTRACTOR SHALL CARRY OUT THE WORK WITH ACCORDANCE WITH ALL GOVERNING STATE, COUNTY, LOCAL CODES AND O.S.H.A.
- ELECTRICAL CONTRACTOR SHALL SECURE ALL NECESSARY ELECTRICAL PERMITS, AND PAY ALL REQUIRED FEES.
- COMPLETE JOB SHALL BE GUARANTEED FOR A PERIOD OF NO LESS THAN ONE YEAR AFTER THE DATE OF JOB COMPLETION. ANY WORK, MATERIAL, OR EQUIPMENT FOUND TO BE FAULTY DURING THAT PERIOD SHALL BE CORRECTED AT ONCE, UPON WRITTEN NOTIFICATION, AT THE EXPENSE OF THE ELECTRICAL CONTRACTOR.
- ALL INSTALLATIONS TO MAINTAIN REQUIRED CLEARANCES
- CONTRACTOR TO SIZE CONDUCTORS PER NEC AND CARRIER REQUIREMENTS AND UPSIZE AS REQUIRED TO MINIMIZE VOLTAGE DROP.
- CONTRACTOR TO SIZE CONDUIT PER NEC
- ALL CONDUIT ONLY (C.O.) SHALL HAVE A PULL WIRE OR ROPE, AND TRUE TAPE.
- PROVIDE THE OWNER WITH ONE SET OF COMPLETE DIMENSIONS AND CIRCUITS, WITHIN 10 WORKING DAYS OF PROJECT COMPLETION. ELECTRICAL "AS BUILT" DRAWINGS, SHOWING ACTUAL LOCATION OF CONDUITS.
- ALL BROCHURES, OPERATING MANUALS, CATALOGS, SHOP DRAWINGS, ETC. SHALL BE TURNED OVER TO PROJECT MANAGER AT JOB COMPLETION.
- USE T-TAP CONNECTIONS ON ALL MULTI-CIRCUITS WITH COMMON NEUTRAL CONDUCTOR FOR LIGHTING FIXTURE. ALL CONDUCTORS SHALL BE COPPER.
- ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING RATING NOT LESS THAN THE MAXIMUM SHORT =CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED, AND A MINIMUM OF 10,000 A.I.C.
- PATCH, REPAIR, AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.
- IN DRILLING HOLES INTO CONCRETE (WHETHER FOR FASTENING OR ANCHORING PURPOSES OR PENETRATIONS THROUGH THE FLOOR FOR CONDUIT RUNS, PIPE RUNS, ETC.) IT MUST BE CLEARLY UNDERSTOOD THAT TENDONS AND RE-BARS WILL NOT BE DRILLED INTO, CUT, OR DAMAGED UNDER ANY CIRCUMSTANCES.

- LOCATION OF TENDONS AND RE-BARS ARE NOT DEFINITELY KNOWN AND THEREFORE MUST BE SEARCHED FOR BY APPROPRIATE METHODS AND EQUIPMENT VIA X-RAY, OR OTHER DEVICES THAT CAN ACCURATELY LOCATE THE REINFORCING STEEL TENDONS.
- PENETRATIONS IN FIRE RATED WALLS SHALL BE FIRE STOPPED IN ACCORDANCE WITH APPLICABLE LOCAL BUILDING CODES. USING U.L. RATED MATERIALS.
- ELECTRICAL CONTRACTOR IS TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOK-UP COSTS SHALL BE PAID BY THE CONTRACTOR.
- ELECTRICAL CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND/OR CATALOG CUT-SHEETS ON ALL NON-SPECIFIED ORIGINAL MATERIALS AND EQUIPMENT, TO PROJECT MANAGER PRIOR TO COMMENCEMENT OF THE WORK.
- UPON COMPLETION OF WORK, CONDUCT CONTINUITY AND SHORT CIRCUIT, AS WELL AS, GROUNDING TEST, GROUNDING TEST SHALL BE PREFORMED BY INDEPENDENT TESTING AGENCY, WITH WRITTEN REPORT SUBMITTED TO THE PROJECT MANAGER FOR REVIEW AND APPROVAL.
- CLEAN PREMISES DAILY OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK PREMISES IN A COMPLETE AND UNDAMAGED CONDITION.
- ALL EXTERIOR WALL PENETRATIONS SHALL BE SEALED WITH POLYSEAM SEALANT.
- ALL #2 TINNED BARE COPPER DOWNLEADS TO BE PROTECTED BY 1/2" P.V.C. PIPE AND SECURED.
- COMPRESSION FITTINGS TO BE USED ON ALL CONDUITS (NO SET SCREWS).
- ALL #6 STRANDED COPPER WITH GREEN INSULATION TO BE ATTACHED WITH CRIMPED DOUBLE LUG, ATTACHED WITH NUTS, BOLTS AND STAR WASHERS TYPICAL AND NO-OX GREASE BETWEEN LUG AND BUS BAR.
- ALL ABOVE GROUND CONDUIT SHALL BE RIGID GALVANIZED CONDUIT WITH WEATHERPROOF FITTINGS.
- THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY ALL APPLICABLE CODES.

GROUNDING

- ALL METALLIC PARTS OF ELECTRICAL EQUIPMENT WHICH DO NOT CARRY CURRENT SHALL BE GROUNDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING MANUFACTURER, CARRIER'S AND LANDLORD'S GROUNDING AND BONDING STANDARDS, AND THE NATIONAL ELECTRICAL CODE.
- PROVIDE ELECTRICAL GROUNDING AND BONDING SYSTEM INDICATED WITH ASSEMBLY OF MATERIALS, INCLUDING GROUNDING ELECTRODES, BONDING JUMPERS AND ADDITIONAL ACCESSORIES AS REQUIRED FOR A COMPLETE INSTALLATION.
- ALL GROUNDING CONDUCTORS SHALL PROVIDE A STRAIGHT DOWNWARD PATH TO GROUND WITH GRADUAL BEND AS REQUIRED. GROUNDING CONDUCTORS SHALL NOT BE LOOPED OR SHARPLY BENT. ROUTE GROUNDING CONNECTIONS AND CONDUCTORS TO GROUND IN THE SHORTEST AND STRAIGHTEST PATHS POSSIBLE TO MINIMIZE TRANSIENT VOLTAGE RISES.
- IN BUILDINGS AND/OR NEW TOWERS GREATER THAN 75 FEET IN HEIGHT AND WHERE THE MAIN GROUNDING CONDUCTORS ARE REQUIRED TO BE ROUTED TO GRADE, THE CONTRACTOR SHALL ROUTE TWO GROUNDING CONDUCTORS FROM THE ROOFTOP'S, OR TOWER'S GROUND RING, TO THE EXISTING GROUNDING SYSTEM, THE GROUNDING CONDUCTORS SHALL NOT BE SMALLER THAN #2 AWG COPPER. ROOFTOP GROUND RING SHALL BE BONDED TO THE EXISTING GROUNDING SYSTEM, THE BUILDING STEEL COLUMNS, LIGHTNING PROTECTION SYSTEM, AND BUILDING MAIN WATER LINE (FERROUS OR NONFERROUS METAL PIPING ONLY).
- TIGHTEN GROUNDING AND BONDING CONNECTORS, INCLUDING SCREWS AND BOLTS, IN ACCORDANCE WITH MANUFACTURER'S PUBLISHED TORQUE TIGHTENING VALUES FOR CONNECTORS AND BOLTS. WHERE MANUFACTURER'S TORQUING REQUIREMENTS ARE NOT AVAILABLE, TIGHTEN CONNECTIONS TO COMPLY WITH TIGHTENING TORQUE VALUES SPECIFIED IN UL TO ASSURE PERMANENT AND EFFECTIVE GROUNDING. CONTRACTOR SHALL VERIFY THE LOCATIONS OF GROUNDING TIE-IN-POINTS TO THE EXISTING.
- ALL UNDERGROUND GROUNDING CONNECTIONS SHALL BE MADE BY THE GROUNDING SYSTEM. EXOTHERMIC WELD PROCESS AND INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- ALL GROUNDING CONNECTIONS SHALL BE INSPECTED FOR TIGHTNESS. EXOTHERMIC WELDED CONNECTIONS SHALL BE APPROVED BY THE INSPECTOR HAVING JURISDICTION BEFORE BEING PERMANENTLY CONCEALED.
- APPLY CORROSION-RESISTANCE FINISH TO FIELD CONNECTIONS AND PLACES WHERE FACTORY APPLIED PROTECTIVE COATINGS HAVE BEEN DESTROYED.
- A SEPARATE, CONTINUOUS, INSULATED EQUIPMENT GROUNDING CONDUCTOR SHALL BE INSTALLED IN ALL FEEDER AND BRANCH CIRCUITS.
- BOND ALL INSULATED GROUNDING BUSHINGS WITH A BARE 6 AWG GROUNDING CONDUCTOR TO A GROUND BUS.
- DIRECT BURIED GROUNDING CONDUCTORS SHALL BE INSTALLED AT A NOMINAL DEPTH OF 36" MINIMUM BELOW GRADE, OR 6" BELOW THE FROST LINE, USE THE GREATER OF THE TWO DISTANCES.
- ALL GROUNDING CONDUCTORS EMBEDDED IN OR PENETRATING CONCRETE SHALL BE INSTALLED IN SCHEDULE 40 PVC CONDUIT.
- THE INSTALLATION OF A CHEMICAL ELECTROLYTIC GROUNDING SYSTEM IS NOT PERMITTED UNLESS SPECIFICALLY NOTED.
- DRIVE GROUND RODS UNTIL TOPS ARE A MINIMUM DISTANCE OF 36" DEPTH OR 6" BELOW FROST LINE, USING THE GREATER OF THE TWO DISTANCES.
- IF COAX ON THE ICE BRIDGE IS MORE THAN 6 FT. FROM THE GROUND BAR AT THE BASE OF THE TOWER, A SECOND GROUND BAR WILL BE NEEDED AT THE END OF THE ICE BRIDGE, TO GROUND THE COAX CABLE GROUNDING KITS AND IN-LINE ARRESTORS
- CONTRACTOR SHALL REPAIR, AND/OR REPLACE, EXISTING GROUNDING SYSTEM COMPONENTS DAMAGED DURING CONSTRUCTION AT THE CONTRACTORS EXPENSE.
- EXTERIOR GROUND RINGS SHALL BE TESTED AND SHALL HAVE A RESISTANCE TO EARTH OF 5 OHMS OR LESS. IF NOT NOTIFY ENGINEER.

COMMUNICATIONS

GENERAL CABLING

- ALL INSTALLED CABLES SHALL HAVE SHEATHS (RISER / PLENUM / OUTDOOR / UV RESISTANT) APPROPRIATE FOR THE MOST RESTRICTIVE ENVIRONMENT WHICH THEY WILL TRAVERSE.
- ALL CABLING TO BE SUPPORTED AND LACED PER NEC, LOCAL REQUIREMENTS AND TO MEET CARRIER SPECIFICATIONS.
- MAINTAIN REQUIRED SEPARATION BETWEEN CONDUCTORS AND OTHER CABLES AS PRESCRIBED BY CARRIER SPECIFICATIONS AND BEST PRACTICES.
- ALL FIRE, SMOKE OR DRAFT BARRIERS SHALL BE REPAIRED SUCH THAT THEY MAINTAIN THEIR INTENDED / REQUIRED RATINGS.
- PLANS ARE NOT TO BE SCALED. USE DIMENSION CALL-OUTS FOR ESTIMATES. CABLE LENGTHS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY ALL LENGTHS PRIOR TO ORDERING.

FIBER OPTICS

- VERIFY SINGLE-MODE OR MULTI-MODE AND CONNECTOR TYPE
- ALL CABLES AND CONNECTORS TO BE PRE-APPROVED, OR AN EXCEPTION OBTAINED PRIOR TO PURCHASE AND INSTALLATION
- ALL FIBER STRANDS SHALL BE FUSION SPLICED THROUGHOUT OUT THE LENGTH OF THE RUN AND BE TERMINATED AT EACH END OF TRUNK UNLESS SPECIFICALLY NOTED.
- ALL TERMINATIONS TO BE LANDED IN A BULKHEAD OR COILED AND PROTECTED IN A SPLICE CASE IF BULKHEAD IS SPACE CONSTRAINED.
- ALL SPLICES TO BE FUSION TYPE AND INDIVIDUAL SPLICES SHALL HAVE A LOSS OF LESS THAN 0.1 dB. ANY SPLICES WITH HIGHER LOSSES TO BE REMADE.
- ALL FIBERS TO BE TESTED WITH OTDR AND POWER METER. OTDR AND OPTICAL LOSS REPORT PROVIDED IN CLOSEOUT PACKAGE.
- ALL FIBER CABLING TO BE INSTALLED IN PROTECTIVE CABLE MANAGEMENT SYSTEMS, DUCT OR BE ARMORED CABLE WHERE TRAVERSING SHARED SPACE.

COAX AND ANTENNAS

- ALL ANTENNA MOUNTS SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/TIA-222 AND APPLICABLE LOCAL CODES
- ALL COAX TO BE INSTALLED PER CARRIER SPECIFICATIONS, SUPPORTED AT A MINIMUM OF EVERY 4'-0" IN PROPERLY SIZED BLOCKS OR OTHER COAX SUPPORTS U.N.O.
- ALL COAX TRAVERSING EXTERIOR WALLS SHALL BE PROTECTED ON INTERIOR SIDE WITH LIGHTNING SURGE SUPPRESSOR GROUNDED TO BUILDING GROUNDING SYSTEM OR STEEL (NOT LIGHTNING PROTECTION SYSTEM). PROVIDE COAX GROUND KIT AT ANTENNA AND AS REQUIRED BY CARRIER.
- ALL COAX TERMINATIONS SHALL BE LOW PIM AND APPROVED BY CARRIER.
- MAINTAIN MINIMUM BEND RADIUS AND SUPPORT CABLE AS NEEDED TO PROTECT CABLES FROM SAGGING, KINKING OR BEING CAUGHT.
- ALL COAX TO BE SWEEP (DTF & RETURN LOSS) AND PIM TESTED WITH PASSING REPORTS PROVIDED TO CARRIER.
- PROVIDE 50 OHM LOAD ON ALL UNUSED PORTS.
- WATERPROOF ALL EXTERIOR CONNECTIONS AND ANY OTHER CONNECTIONS EXPOSED TO MOISTURE OR CONDENSING ENVIRONMENTS WITH SELF-AMALGAMATING BUTYL TAPE WITH MINIMUM 1/2" OVERLAP.
- TORQUE ALL CONNECTIONS TO MANUFACTURER SPECIFICATIONS WITH APPROPRIATE TORQUE WRENCH.
- MOUNT GPS ANTENNA ON 1-1/4" SCH. 40 STEEL OR STAINLESS STEEL WITH BURNDY GROUNDING CLAMP THIN 2" OF VERTICAL.



PROJECT INFORMATION:

SITE NAME:  
**BASE LAKE PLAYFIELDS-REPL**  
SITE ID:  
**A100849B**  
SITE ADDRESS:  
5450 NORTHWEST BLVD.  
PLYMOUTH, MN 55442  
SITE COUNTY:  
HENNEPIN

| REV: | DATE:    | DESCRIPTION:  | BY: |
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PLANS PREPARED BY:



PROFESSIONAL ENGINEER

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: Khristopher James Scott

Signature: [Signature]

Date: 08/02/2024 License # 50231

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SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:

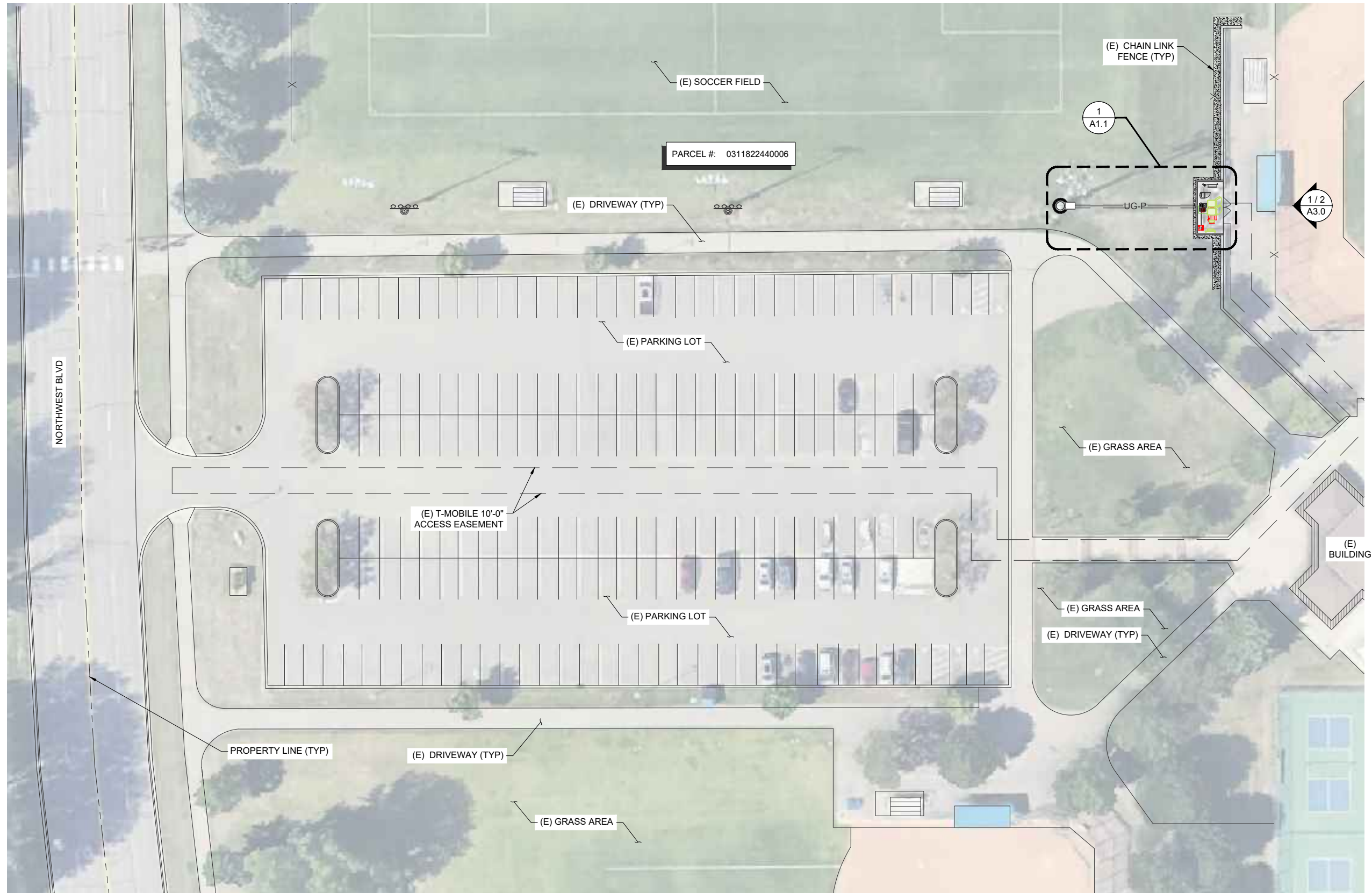
GN1.1

DRAWN BY:    CHK BY:    APV BY:

ASK



NOTE:  
ACTUAL GROUND SURVEY WAS NOT PERFORMED FOR THIS SITE. THE SITE PLAN WAS  
DERIVED FROM PROVIDED DRAWINGS AND PHOTOS, GIS DATA, AND AERIAL IMAGES.



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**HENNEPIN**

[illegible]

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SHEET TITLE:

## OVERALL SITE PLAN

SHEET NUMBER:

A1.0

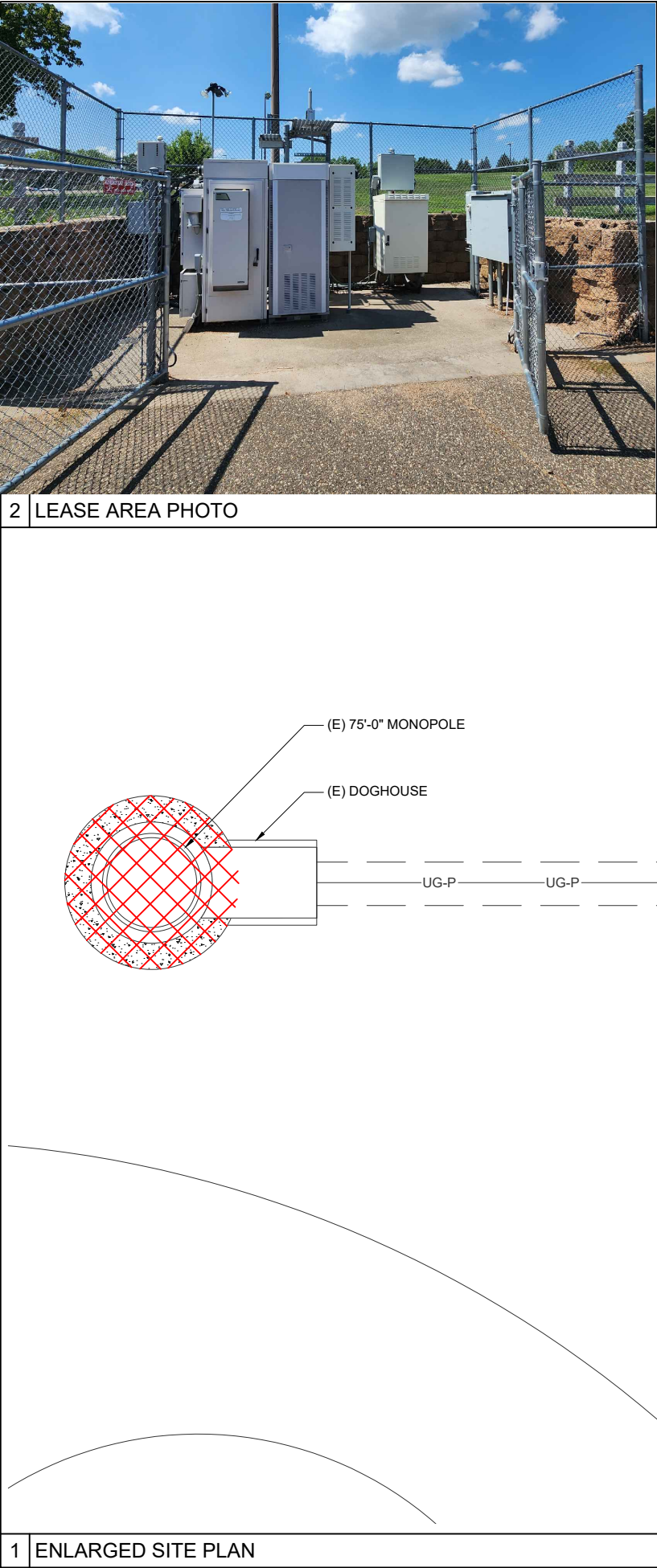
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| DRAWN BY: | CHK BY: | APV BY: |
| ASK       |         |         |



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NEW ANTENNA EQUIPMENT  
NEW EQUIPMENT  
ELECTRICAL PANELS  
AISLE HOT  
AISLE COLD  
FIBER EQUIPMENT  
FIRE PENETRATIONS



2 LEASE AREA PHOTO



1 ENLARGED SITE PLAN

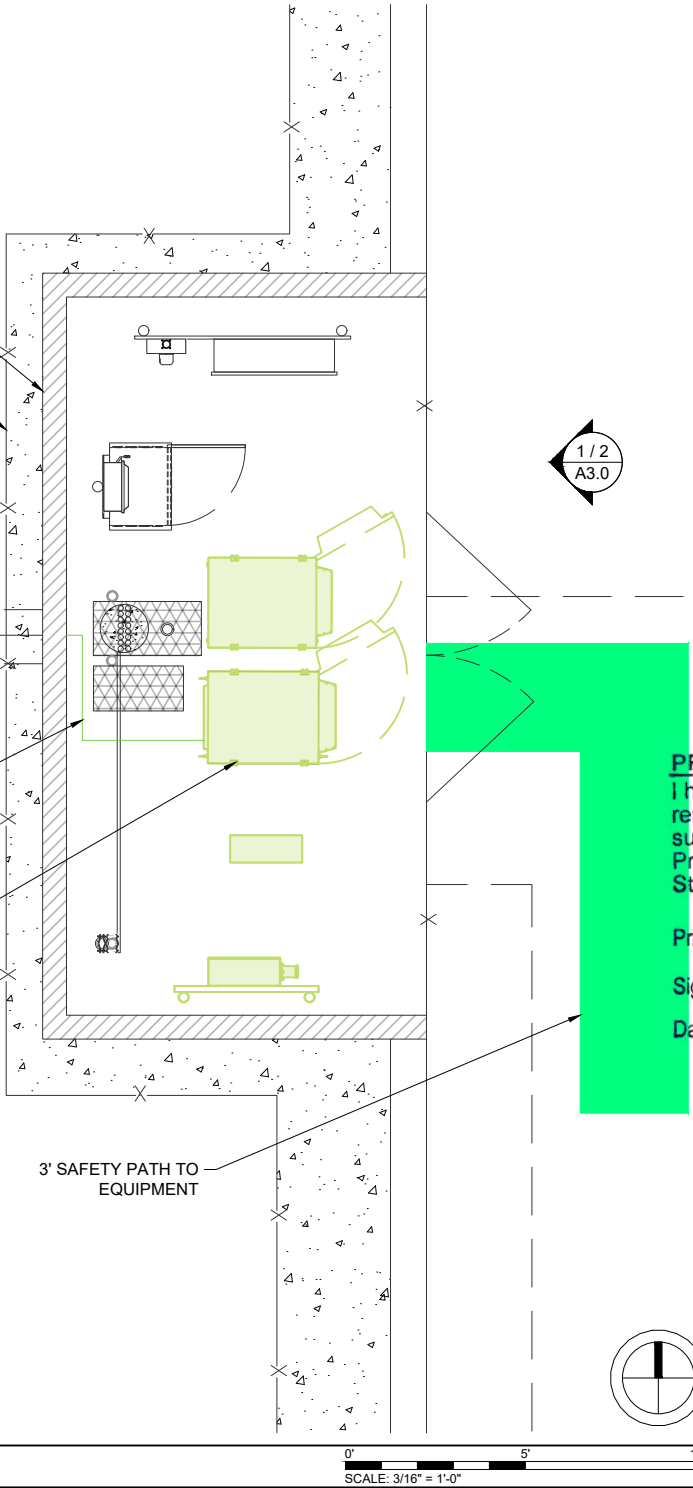
NOTE:  
THIS SITE MEETS OSHA COMPLIANCE FOR FIELD OPERATIONS  
TO ACCESS BTS AND RADIO EQUIPMENT ON THE GROUND  
LEVEL. ANTENNAS ARE ACCESSIBLE BY TOWER CREW ONLY.

GC NOTE: ALL HOLES LARGER THAN 2"X2" ARE REQUIRED  
TO BE COVERED BY THE GC WITH A STEEL PLATE.

LEGEND

TOWER CREW ONLY

3' SAFETY PATH TO EQUIPMENT



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Signature:   
Date: **08/02/2024** License # **50231**

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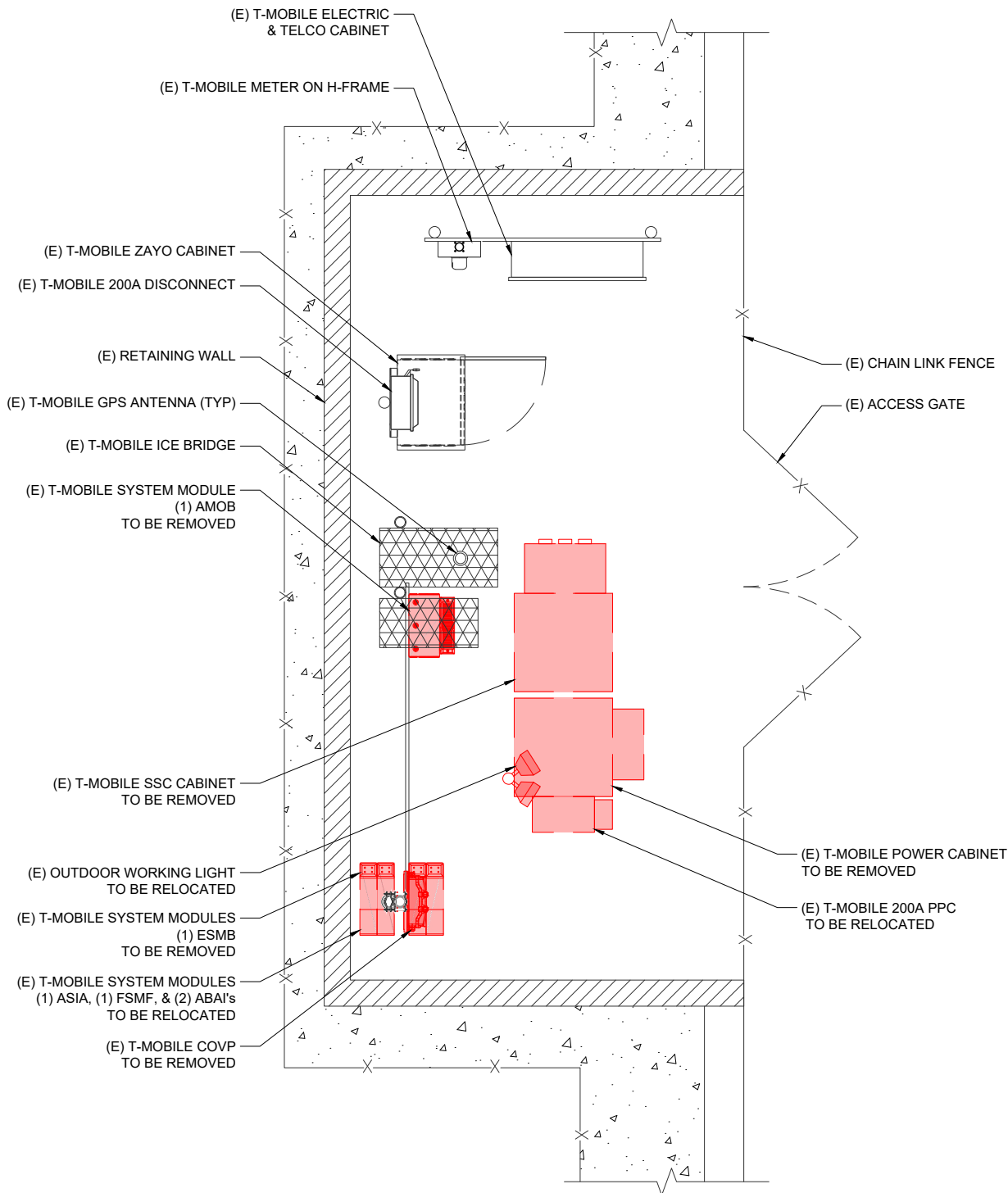
ENLARGED SITE PLAN

SHEET NUMBER:

A1.1

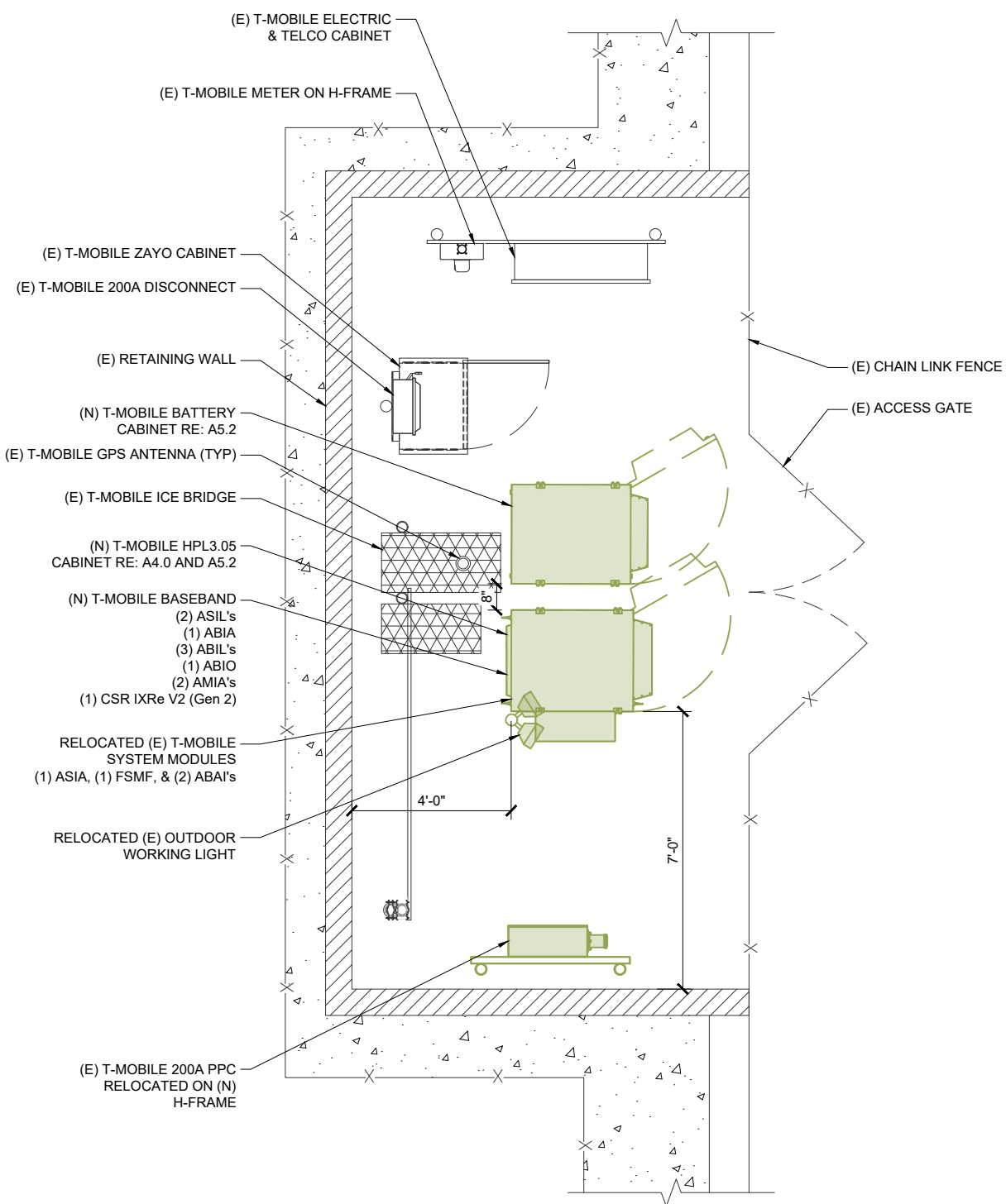
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APV BY:

C:\Users\krista\OneDrive\Documents\TeleMtn Engineering, LLC - Documents\Dev\T-Mobile\WNA100849B\Anchor\08.01.24\FCD Rev 0 UC12.dwg PLOT DATE: 8/1/2024 BY: Krista Scott  
NEW EQUIPMENT  
NEW ANTENNA EQUIPMENT  
NEW ANTENNAS  
ELECTRICAL PANELS  
AISLE HOT  
AISLE COLD  
FIBER EQUIPMENT  
FIBER PENETRATIONS



0' 2' 4' 8'  
SCALE: 1/4" = 1'-0"

2 EXISTING EQUIPMENT PLAN



0' 2' 4' 8'  
SCALE: 1/4" = 1'-0"

1 PROPOSED EQUIPMENT PLAN

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Signature:

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SHEET TITLE:

**EQUIPMENT PLAN**

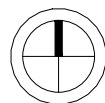
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**A2.0**

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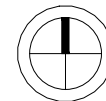
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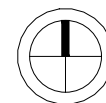
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0' 2' 4' 8'

SCALE: 1/4" = 1'-0"



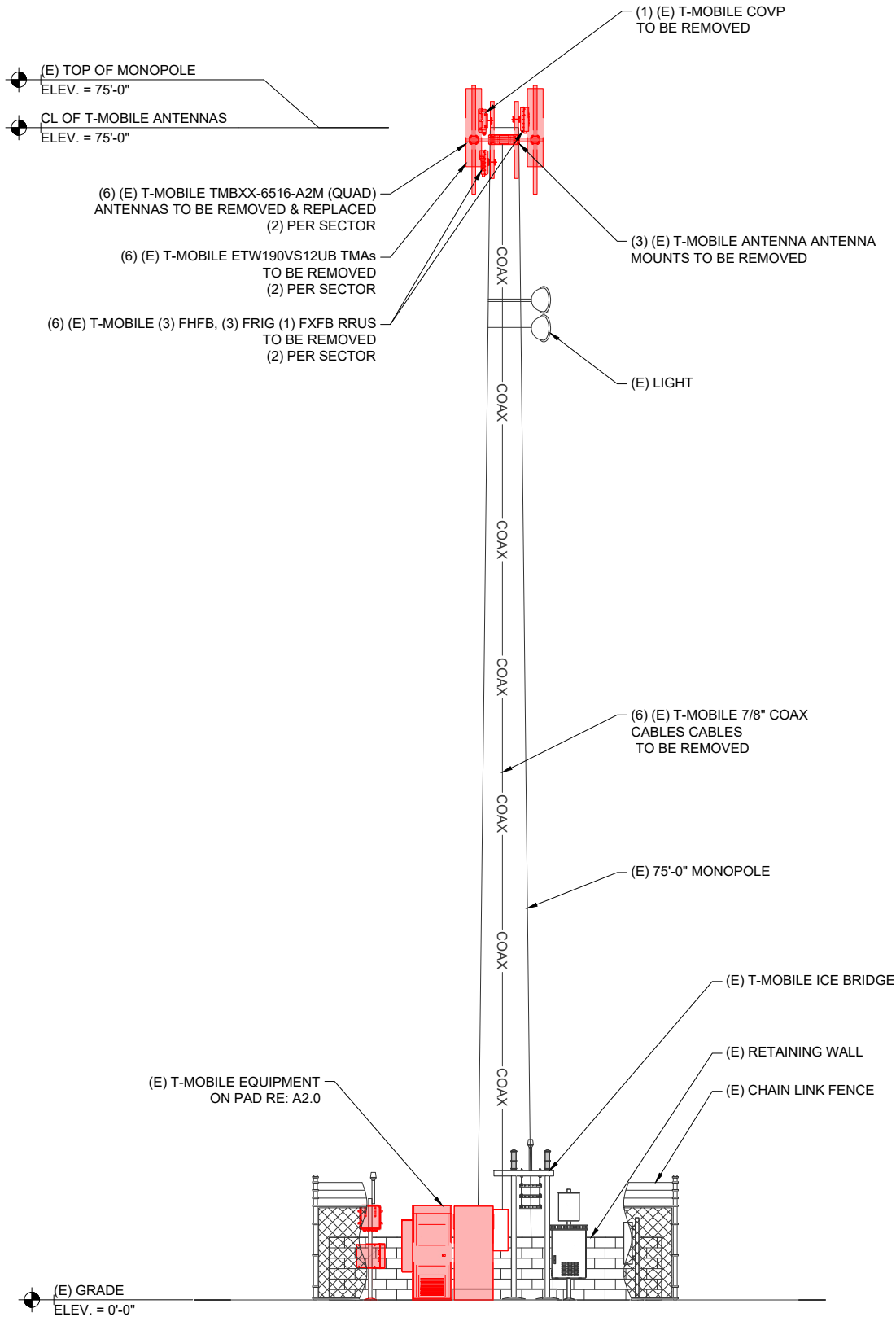
0' 2' 4' 8'

SCALE: 1/4" = 1'-0"

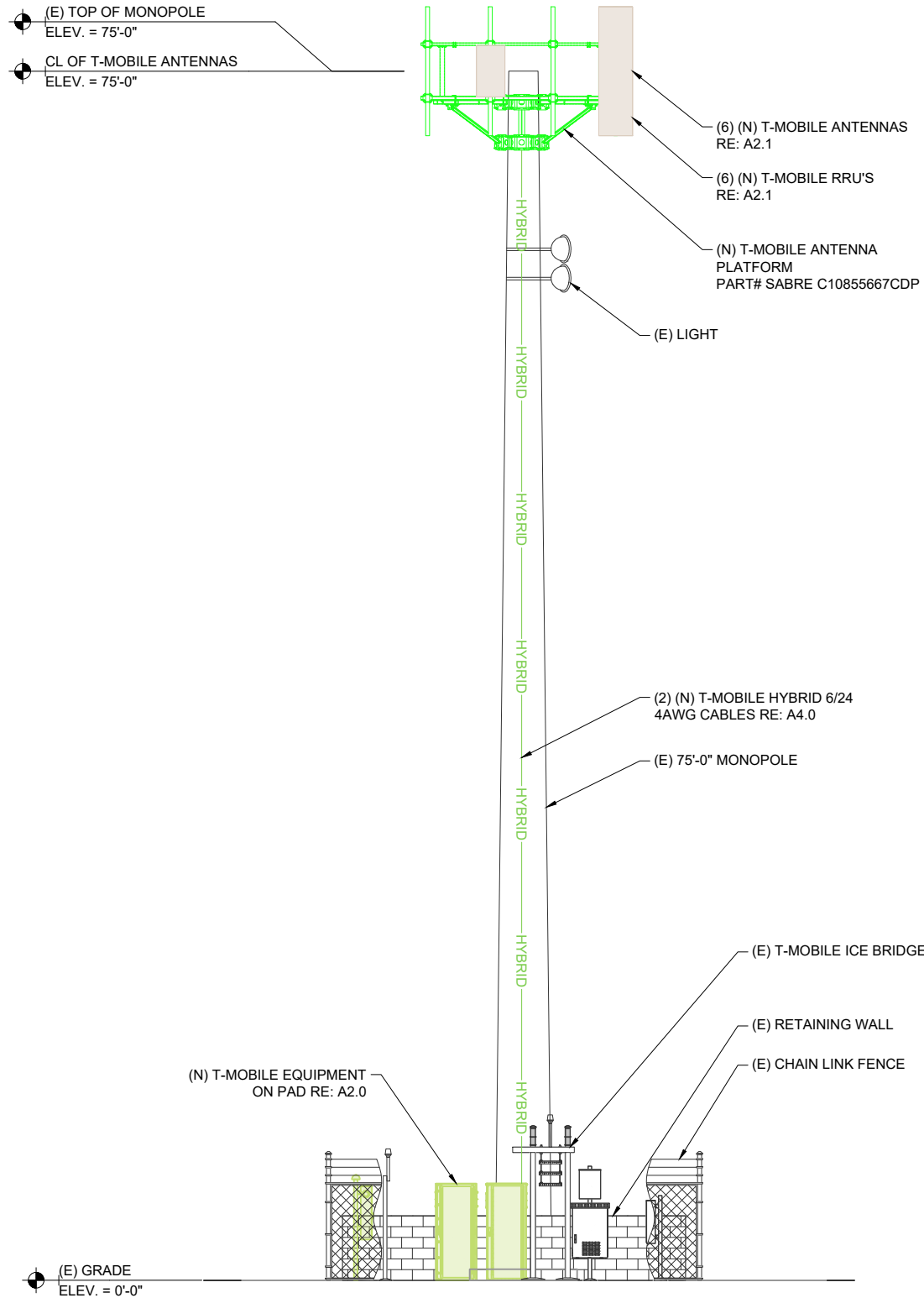
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NEW EQUIPMENT  
NEW ANTENNA EQUIPMENT  
ELECTRICAL PANELS  
AISLE HOT  
AISLE COLD  
FIBER EQUIPMENT  
FIRE PENETRATIONS



2 EXISTING ELEVATION



1 PROPOSED ELEVATION

REFER TO PENDING MOUNT  
STRUCTURAL ANALYSIS REPORT  
BY TELEMtn ENGINEERING

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PLANS PREPARED BY:



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Print Name: **Khristopher James Scott**

Signature:

Date: **08/02/2024** License # **50231**

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SHEET TITLE:

**ELEVATIONS**

SHEET NUMBER:

**A3.0**

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NEW EQUIPMENT  
NEW ANTENNA EQUIPMENT  
NEW ANTENNAS  
ELECTRICAL PANELS  
AISLE HOT  
AISLE COLD  
FIBER EQUIPMENT  
FIRE PENETRATIONS

NOTES:  
- CONTRACTOR TO REFER TO MOST RECENT RFDS BY T-MOBILE PRIOR TO COMMENCING WORK.  
- REFER TO SHEET A4.1 FOR ANTENNA SPECIFICATIONS.

ANTENNA NOTES:

1. ANTENNA CONTRACTOR SHALL ENSURE THAT ALL ANTENNA MOUNTING PIPES ARE PLUMB.
2. FEEDLINE LENGTHS INDICATED ARE APPROXIMATE.
3. ANTENNA COAXIAL FEEDERS & ANTENNA JUMPERS SHALL BE COLOR CODED PER T-MOBILE REQUIREMENTS.
4. IN ADDITION TO THE COLOR CODE, THE FOLLOWING ANTENNA SECTOR COLOR STRIPE SHALL BE ADDED TO EACH ANTENNA SECTOR FEEDLINE & JUMPER.
5. MULTI PORT ANTENNAS: TERMINATE UNUSED ANTENNA PORTS WITH CONNECTOR CAP & WEATHERPROOF THOROUGHLY. JUMPERS FROM TMAs MUST TERMINATE TO OPPOSITE POLARIZATIONS IN EACH SECTOR.
6. CONTRACTOR MUST FOLLOW ALL MANUFACTURERS' RECOMMENDATIONS REGARDING THE INSTALLATION OF FEEDLINES, CONNECTORS, AND ANTENNAS.
7. MINIMUM BEND RADIUS:  

LDF4-50A (1/2" HARD LINE) = 5"

FSJ4-50B (1/2" SUPER FLEX) = 1 1/4"

AVA5-50A (7/8" HARD LINE) = 10"

AVA7-50A (1-5/8" HARD LINE) = 15"

LDF7-50A (1-5/8" HARD LINE) = 20"
8. CONTRACTOR SHALL RECORD THE SERIAL #, SECTOR, AND POSITION OF EACH ACTUATOR INSTALLED AT THE ANTENNAS AND PROVIDE THE INFORMATION TO T-MOBILE.
9. WEATHERPROOF ALL ANTENNA CONNECTORS WITH SELF AMALGAMATING TAPE.
10. ANTENNA CONTRACTOR SHALL PERFORM A "TAPE DROP" MEASUREMENT TO CONFIRM/ VALIDATE ANTENNA CENTERLINE (ACL) HEIGHT. CONTRACTOR SHALL SUBMIT A COMPLETED HEIGHT VERIFICATION FORM TO THE CONSTRUCTION MANAGER.
11. ALL FIBER RUNS CONTAINED IN ONE COMMSCOPE HYBRID DC-FIBER CABLE (MODEL# HCS 2.0 TRUNK CABLE 12#6AWG24 SM FIBER PR) FROM LOWER JUNCTION BOX TO UPPER JUNCTION BOX, HYBRID CABLE SHALL BE COLOR CODED PER T-MOBILE REQUIREMENTS.

2 ANTENNA NOTES

| ANTENNA KEY |                |         |                        |                |                  |            |                |                |                                                     |                     |            |
|-------------|----------------|---------|------------------------|----------------|------------------|------------|----------------|----------------|-----------------------------------------------------|---------------------|------------|
| STATUS      | ANTENNA NUMBER | AZIMUTH | ANTENNA CENTERLINE AGL | ANTENNA VENDOR | MODEL NUMBER     | BEAM WIDTH | MECH. DOWNTILT | ELEC. DOWNTILT | TECH.                                               | COAX FEEDER         |            |
|             |                |         |                        |                |                  |            |                |                |                                                     | (QTY) SIZE          | COLOR CODE |
| (N)         | A1             | 0°      | 75'-0"                 | ERICSSON       | 840590966 (OCTO) | 65°        | 0°             | 2° / 2°        | N600 / L700 / L2100 / L1900 / G1900 / N1900 / N2100 | (1) NEW 6X24 HYBRID | RED        |
| (N)         | A2             | 0°      | 75'-0"                 | NOKIA          | AEHC             | 0°         | 0°             | 2° / 2°        | N2500                                               | (1) NEW 6X24 HYBRID | RED        |
| (N)         | B1             | 120°    | 75'-0"                 | ERICSSON       | 840590966 (OCTO) | 65°        | 0°             | 2° / 2°        | N600 / L700 / L2100 / L1900 / G1900 / N1900 / N2100 | SHARED              | RED        |
| (N)         | B2             | 120°    | 75'-0"                 | NOKIA          | AEHC             | 0°         | 0°             | 2° / 2°        | N2500                                               | SHARED              | RED        |
| (N)         | C1             | 240°    | 75'-0"                 | ERICSSON       | 840590966 (OCTO) | 65°        | 0°             | 2° / 2°        | N600 / L700 / L2100 / L1900 / G1900 / N1900 / N2100 | SHARED              | RED        |
| (N)         | C2             | 240°    | 75'-0"                 | NOKIA          | AEHC             | 0°         | 0°             | 2° / 2°        | N2500                                               | SHARED              | RED        |

| EQUIPMENT PAD / EQUIPMENT KEY |          |        |                  |                    |                             |      |
|-------------------------------|----------|--------|------------------|--------------------|-----------------------------|------|
| STATUS                        | LOCATION | VENDOR | EQUIPMENT        | MODEL NUMBER       | TECH.                       | QTY. |
| (N)                           | CABINET  | NOKIA  | TRANSPORT SYSTEM | CSR IXRe V2 (GEN2) | -                           | 1    |
| (N)                           | CABINET  | NOKIA  | SYSTEM MODULE    | ASIA               | L700 / L1900 / L2100        | 1    |
| (N)                           | CABINET  | NOKIA  | SYSTEM MODULE    | ASIL               | N2500                       | 1    |
| (N)                           | CABINET  | NOKIA  | SYSTEM MODULE    | ASIL               | N600 / N1900 / N2100 (DARK) | 1    |
| (N)                           | CABINET  | NOKIA  | SYSTEM MODULE    | FSMF               | G1900                       | 1    |
| (N)                           | CABINET  | NOKIA  | SYSTEM MODULE    | ABIA               | L1900 / L2100               | 2    |
| (N)                           | CABINET  | NOKIA  | SYSTEM MODULE    | ABIA               | L700                        | 1    |
| (N)                           | CABINET  | NOKIA  | SYSTEM MODULE    | ABIL               | N1900 / N2100 (DARK)        | 2    |
| (N)                           | CABINET  | NOKIA  | SYSTEM MODULE    | ABIL               | N600                        | 1    |
| (N)                           | CABINET  | NOKIA  | SYSTEM MODULE    | ABIO               | N2500                       | 1    |
| (N)                           | CABINET  | NOKIA  | SYSTEM MODULE    | AMIA               | -                           | 2    |

| TOWER EQUIPMENT KEY |              |        |           |              |                                              |      |
|---------------------|--------------|--------|-----------|--------------|----------------------------------------------|------|
| STATUS              | LOCATION     | VENDOR | EQUIPMENT | MODEL NUMBER | TECH.                                        | QTY. |
| (N)                 | 1 PER SECTOR | NOKIA  | RRU       | AHFII        | N1900 / N2100 (DARK) / L1900 / L2100 / G1900 | 3    |
| (N)                 | 1 PER SECTOR | NOKIA  | RRU       | AHLOB        | L600 / N600                                  | 3    |

| EQUIPMENT FEEDLINE KEY |          |           |                    |                                  |       |      |
|------------------------|----------|-----------|--------------------|----------------------------------|-------|------|
| STATUS                 | LOCATION | VENDOR    | EQUIPMENT          | MODEL NUMBER                     | TECH. | QTY. |
| (N)                    | -        | COMMSCOPE | HYBRID TRUNK CABLE | 120' HCS 6/24 HYBRID TRUNK CABLE | -     | 2    |

1 ANTENNA AND EQUIPMENT SCHEDULES

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SITE NAME:  
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SHEET TITLE:

**ANTENNA AND EQUIPMENT SCHEDULES**

SHEET NUMBER:

**A4.0**

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NEW EQUIPMENT  
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NEW ANTENNAS  
ELECTRICAL PANELS  
AISLE HOT  
AISLE COLD  
FIBER EQUIPMENT  
FIBER PENETRATIONS  
FIRE PENETRATIONS

# AEHC AirScale MAA 64T64R 192AE B41 320W

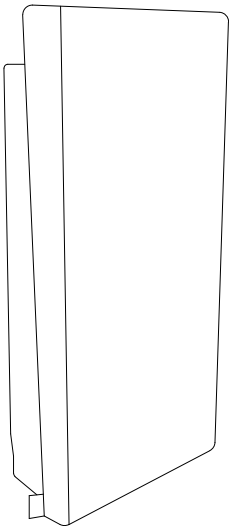
## Preliminary technical data

| Specificatin                      | Details                                                                                         |
|-----------------------------------|-------------------------------------------------------------------------------------------------|
| Standard                          | 3GPP NR and LTE compliant, TDD, FCC compliant                                                   |
| Band/Frequency range              | 2496-2690 Mhz 3 GPP 841                                                                         |
| Max. supported modulation         | 256 QAM                                                                                         |
| Number of TX/RX paths             | 64T/64R                                                                                         |
| MIMO streams                      | 16                                                                                              |
| Instantaneous bandwidth IBW       | 194 Mhz                                                                                         |
| Occupied bandwidth OBW            | 190 Mhz                                                                                         |
| Total average EIRP                | 79 dBm                                                                                          |
| Max. output power per TRX         | 5 W / TRX (320 W total)                                                                         |
| Dimensions                        | 970 mm (H) x 540 mm (W) x 205 mm (D)                                                            |
| Volume                            | 941                                                                                             |
| Weight                            | 47 kg (without mounting brackets)                                                               |
| Supply voltage / Connector type   | DC -36 V - 60 V / 2 pole connector                                                              |
| Power consumption                 | 1280 W typical (75% DL duty cycle, 30% RF load)<br>1690 W max (75% DL duty cycle, 100% RF load) |
| Optical ports                     | 4 x SFP28, 10/25GE eCPRI (Octis)                                                                |
| Other interfaces / Connector type | RF monitor port / SMA, Control AISG,<br>External Alarms / MDR26, status LED                     |
| Operational temperature range     | -40 °C +55 °C                                                                                   |
| Cooling                           | Nateral convection cooling                                                                      |
| Installation optinos              | Pole / Wall, ± 15° vertical                                                                     |
| Ingress / Surge protection        | IP65, Class II 20 kA                                                                            |
| Supported RAT                     | 5G, TD-LTE                                                                                      |

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## AirScale High Power Wide Band MAA benefits

- 5G Adaptive Antenna System for optimized capacity and coverage
- Beamforming capable 64T64R with total 320W output power
- Full band operation for B41



AEHC 475124A

**NOKIA**

**T Mobile**

900 SOUTH BROADWAY, DENVER, CO 80209



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|      |          |               |     |

PLANS PREPARED BY:



**PROFESSIONAL ENGINEER**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: **Kristopher James Scott**

Signature:

Date: **08/02/2024** License # **50231**

THIS WORK WAS PREPARED BY MYSELF OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. ALL SCALES ARE SET FOR 11"x17"

SHEET TITLE:

**ANTENNA  
SPECIFICATIONS**

SHEET NUMBER:

**A4.2**

DRAWN BY:    CHK BY:    APV BY:

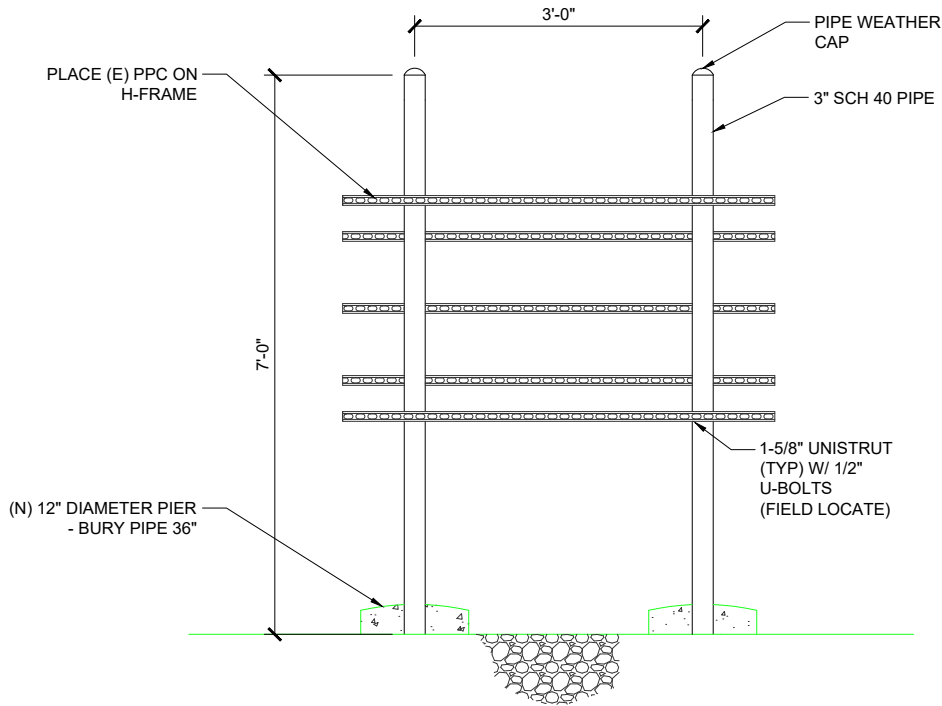
ASK







C:\Users\krista\OneDrive\Engineering\LLC\Documents\Dev\T-Mobile\MN\100849B\Anchor\CAD\A100849B\_A and E\_CDs\_Anchor\_08.01.24\_FCD\_Rev 0\_UC12.dwg PLOT DATE: 8/1/2024 BY: Krista Scott  
NEW EQUIPMENT  
NEW ANTENNA EQUIPMENT  
NEW ANTENNAS  
ELECTRICAL PANELS  
AISLE HOT  
AISLE COLD  
FIBER EQUIPMENT  
FIRE PENETRATIONS

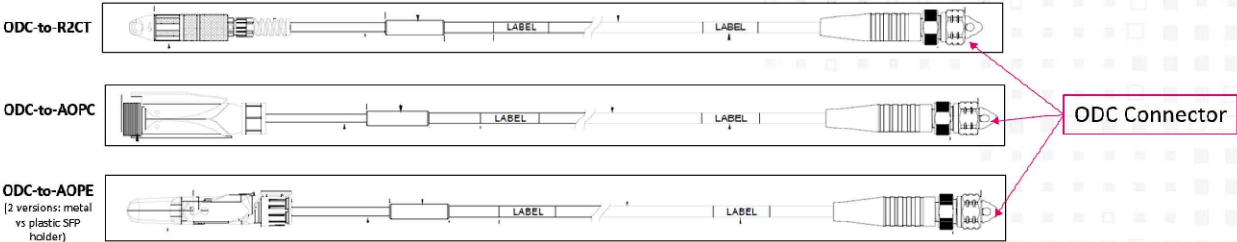


3 H-FRAME DETAIL

NTS

### HCS 6x24 Trunk and Jumpers (continued)

- Fiber Jumpers
  - The radio-end of the 6x24 trunk has breakout fiber pairs terminated with ODC connectors
  - An ODC-to-Radio fiber jumper is needed to connect the trunk to the radio. **1 fiber jumper is needed per OPTICAL port on radio**
  - The table below lists the fiber jumper types needed by radio model, with the various weatherproof housing fiber connectors
  - Each jumper type is available on 3 lengths: 5, 10 and 20 meters



|                   | AEHC                          | AHFIG    | AHLOA       | AAFIA       | AZHL                            | AHFII       | AHLOB       |
|-------------------|-------------------------------|----------|-------------|-------------|---------------------------------|-------------|-------------|
| Fiber Jumper Type | ODC-to-AOPE (w/ metal holder) | ODC-R2CT | ODC-to-R2CT | ODC-to-R2CT | ODC-to-AOPE (w/ plastic holder) | ODC-to-AOPC | ODC-to-AOPC |
| Jumper Qty Needed | 4                             | 2        | 2           | 4           | 2                               | 3           | 2           |

T-Mobile Confidential

17



### FDH1204-48SE2

- HELIAX® DIRECT-CONNECT 6 X 24 HYBRID TRUNK ASSEMBLY: 6 PAIRS OF 4AWG DC CONDUCTORS X 24 PAIRS OF SINGLE MODE FIBERS.
- RRU (TOP) BREAKOUT; 6 BLUNT-CUT POWER CORDS (6-6AWG PAIRS), 48 SINGLE MODE FIBERS IN OUTDOOR-RATED TAILS WITH ODC-COMPATIBLE INTERFACE
  - BBU (BOTTOM) BREAKOUT; 12-4AWG POWER CONDUCTORS BLUNT CUT, 48 SINGLE MODE FIBERS WITHIN 24 DLC TAILS

### PRODUCT CLASSIFICATION

|                       |                                                                     |
|-----------------------|---------------------------------------------------------------------|
| REGIONAL AVAILABILITY | ASIA   AUSTRALIA/NEW ZEALAND   EMEA   LATIN AMERICA   NORTH AMERICA |
| PORTFOLIO             | COMMSCOPE®                                                          |
| PRODUCT TYPE          | HYBRID CABLE ASSEMBLY                                               |
| PRODUCT BRAND         | HELIAX®                                                             |
| PRODUCT SERIES        | FDH                                                                 |

### GENERAL SPECIFICATIONS

|                                   |                       |
|-----------------------------------|-----------------------|
| CONDUCTORS, QUANTITY              | 12                    |
| CONSTRUCTION TYPE                 | DIRECT BREAKOUT TRUNK |
| INTERFACE, CONNECTOR A            | ODC-LC                |
| INTERFACE FEATURE, CONNECTOR A    | OUTDOOR               |
| INTERFACE BODY STYLE, CONNECTOR A | STRAIGHT              |
| INTERFACE, CONNECTOR B            | DLC                   |
| INTERFACE FEATURE, CONNECTOR B    | STANDARD              |
| INTERFACE BODY STYLE, CONNECTOR B | STRAIGHT              |
| JACKET COLOR                      | BLACK                 |
| TOTAL FIBERS, QUANTITY            | 48                    |

### Dimensions

|                                 |                     |
|---------------------------------|---------------------|
| CABLE ASSEMBLY LENGTH RANGE (M) | 10 – 130            |
| DIAMETER OVER JACKET            | 44.78 mm   1.763 in |
| CENTER CONDUCTOR GAUGE          | 4 AWG               |

### MECHANICAL SPECIFICATIONS

|                     |                      |
|---------------------|----------------------|
| MINIMUM BEND RADIUS | 523.2 mm   20.598 in |
|---------------------|----------------------|

### FDH1204-48SE2

MINIMUM BEND RADIUS, FURCATION 30 mm | 1.181 in

### OPTICAL SPECIFICATIONS

|                              |                                                |
|------------------------------|------------------------------------------------|
| FIBER TYPE                   | G.657.A2/B2                                    |
| INSERTION LOSS, TYPICAL NOTE | INSERTION LOSS IS MEASURED AT 1310 AND 1550 NM |
| INSERTION LOSS, TYPICAL      | 0.75                                           |

### ENVIRONMENTAL SPECIFICATIONS

|                       |                                      |
|-----------------------|--------------------------------------|
| OPERATING TEMPERATURE | -40 °C to +75 °C (-40 °F to +167 °F) |
|-----------------------|--------------------------------------|

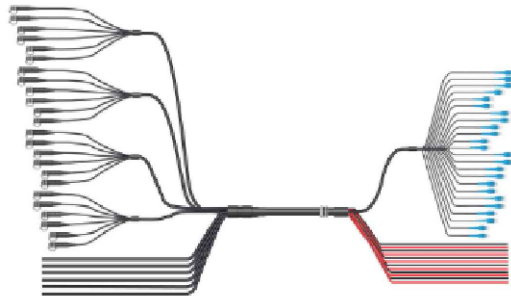
### PACKAGING AND WEIGHTS

|              |                        |
|--------------|------------------------|
| CABLE WEIGHT | 3.4 kg/m   2.285 lb/ft |
|--------------|------------------------|

### \*FOOTNOTES

INSERTION LOSS, TYPICAL NOTEINSERTION LOSS IS MEASURED AT A ROOM TEMP OF +20°C (+68°F)

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1 COMMSCOPE FDH1204-48SE2 6X24 HYBRID CABLE DETAIL

NTS

**T Mobile**  
900 SOUTH BROADWAY, DENVER, CO 80209



PROJECT INFORMATION:

SITE NAME:  
**BASE LAKE PLAYFIELDS-REPL**  
SITE ID:  
**A100849B**  
SITE ADDRESS:  
5450 NORTHWEST BLVD.  
PLYMOUTH, MN 55442  
SITE COUNTY:  
HENNEPIN

REV: DATE: DESCRIPTION: BY:

|   |          |               |     |
|---|----------|---------------|-----|
| A | 07.25.24 | PRELIMINARY   | ASK |
| 0 | 08.01.24 | FINAL STAMPED | KS  |

PLANS PREPARED BY:



### PROFESSIONAL ENGINEER

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: **Khristopher James Scott**

Signature:

Date: **08/02/2024** License # **50231**

THIS WORK WAS PREPARED BY MYSELF OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. ALL SCALES ARE SET FOR 11"x17"

SHEET TITLE:

**EQUIPMENT DETAILS**

SHEET NUMBER:

**A5.1**

DRAWN BY: CHK BY: APV BY:

ASK







**SITE NAME:**  
**BASE LAKE PLAYFIELDS-REPL**

**SITE ID:**  
**A100849B**

**SITE ADDRESS:**  
**5450 NORTHWEST BLVD.**  
**PLYMOUTH, MN 55442**

**SITE COUNTY:**  
**HENNEPIN**

[illegible]

**UCI<sup>2</sup>**  
CONSTRUCTION SERVICES, LLC  
FOX STREET, DENVER, CO 80216

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

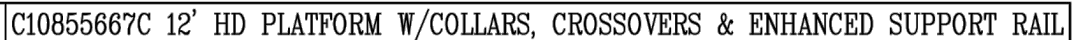
Signature: \_\_\_\_\_

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OBSERVATION. ALL SCALES ARE SET FOR 11"x17"

## EQUIPMENT DETAILS

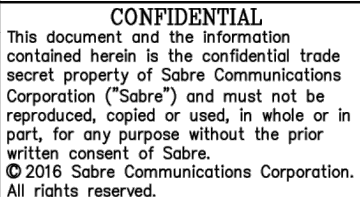
### A5.3

|     |  |  |
|-----|--|--|
| ASK |  |  |
|-----|--|--|



|              |      |
|--------------|------|
| TOTAL WEIGHT | 1990 |
|--------------|------|

|                                                                                                                                                                                                                          |                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <p>UNLESS OTHERWISE SPECIFIED<br/>ALL DIMENSIONS INCLUDE<br/>FINISHES AND ARE IN INCHES</p> <p>TOLERANCES: FRACTIONS <math>\pm 1/16"</math><br/>ANGLES <math>\pm 1/2</math> DEG.<br/>DECIMALS <math>\pm .010"</math></p> | <p>MATERIAL:</p> <p>TOLERANCES DO NOT APPLY<br/>TO RAW MATERIAL</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|



|            |          |      |             |       |        |
|------------|----------|------|-------------|-------|--------|
|            |          | SIZE | DRAWING NO. |       | REV    |
| DATE       | 02/16/16 | B    | C10855667C  |       | 1      |
| DRAWN BY   | WRF      |      |             | SCALE | PAGE   |
| CHECKED BY | KLE      |      |             | None  | 1 OF 3 |

SEE PAGES 2 & 3 FOR ADDITIONAL DETAILS

|     |          |     |     |               |
|-----|----------|-----|-----|---------------|
| 1   | 04/18/16 | WRF | KLE | DESIGN UPDATE |
| REV | DATE     | DRW | CHK | DESCRIPTION   |

NSB 190FT RED



northstarbattery.com

# NSB 190FT RED

## Technical Specifications

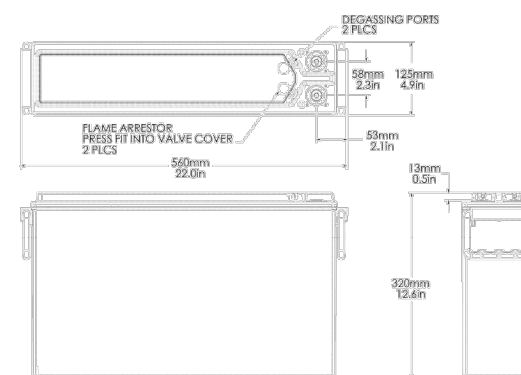
Dimensions (Nominal)

|        |         |        |         |
|--------|---------|--------|---------|
| Height | 12.6 in | Width  | 4.9 in  |
| Length | 22 in   | Weight | 123 lbs |

## Electrical

|                                               |                      |
|-----------------------------------------------|----------------------|
| Terminal                                      | Female M8 x 1.25     |
| Terminal torque                               | 8.0 Nm (71 in-lbs)   |
| 1 hr capacity to 1.70VPC @ 20/25°C (68/77°F)  | 123 / 129 Ah         |
| 3 hr capacity to 1.75VPC @ 20/25°C (68/77°F)  | 160 / 164 Ah         |
| 8 hr capacity to 1.75VPC @ 20/25°C (68/77°F)  | 183 / 186 Ah         |
| 10 hr capacity to 1.80VPC @ 20/25°C (68/77°F) | 187 / 190 Ah         |
| Float voltage @ 20/25°C (68/77°F)             | 2.28 / 2.27 VPC      |
| Impedance (1Khz)                              | 2.8 mΩ @ 25°C (77°F) |
| Conductance                                   | 1900 S               |
| Short circuit current                         | 5000 A               |
| Operation temperature range                   | -40°C to +65°C       |
| Nominal voltage                               | 12 V                 |

## Technical Drawing



- Approved as non-hazardous cargo for ground, sea, and air transportation in accordance with US DOT Regulation 49 and ICAO & IATA Packing Instruction 806. Please see our SDS for complete details at [www.enersys.com](http://www.enersys.com)

- Complies with Telcordia® SR-4228, Network Equipment Building System (NEBS™) Criteria Levels

- The management systems governing the manufacture of this product are ISO 9001 and ISO 14001 certified

EnerSys World Headquarters  
2366 Bernville Road  
Reading, PA 19605, USA  
Tel: +1-610-208-1991/+1-800-538-3627

Release date: 2021-09-05

The NSB RED Battery® delivers long life for reliable and unreliable grid conditions.

- Pure lead electrochemistry greatly increases temp and corrosion resistance, while reducing component aging
- Thin plates deliver large surface area, high power density and low resistance
- Design life 15+ years at 20°C (68°F)
- EUROBAT design life definition: Very Long Life (12+ years)
- Fast recharging
- Operating temperature range -40°C to +65°C (-40°F to 149°F)
- State-of-the-art automated manufacturing ensures consistency and reliability
- Shelf life of up to 24 months
- Advanced 3 stage terminal design to ensure leak-free operation - brass terminals provide maximum performance
- High modulus Polyphenylene Oxide (PPO) plastic materials designed to withstand extended elevated operating temperatures and maintain high battery compression essential for reliable operation
- Non-halogenated, thermally sealed plastic casing
- Flame retardant (UL 94 VO) and LOI of at least 28%
- Approved as non-hazardous cargo for ground, sea, and air transport - DOT 49CFR173.159(d), (i) and (ii)

Release date: 2021-09-05

1 DELTA BATTERY CABINET

**T Mobile**  
900 SOUTH BROADWAY, DENVER, CO 80209



PROJECT INFORMATION:

SITE NAME:  
BASE LAKE PLAYFIELDS-REPL

SITE ID:  
A1O0849B

SITE ADDRESS:  
5450 NORTHWEST BLVD.  
PLYMOUTH, MN 55442

SITE COUNTY:  
HENNEPIN

|      |       |              |     |
|------|-------|--------------|-----|
| REV: | DATE: | DESCRIPTION: | BY: |
|------|-------|--------------|-----|

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|---|----------|---------------|-----|
| A | 07.25.24 | PRELIMINARY   | ASK |
| 0 | 08.01.24 | FINAL STAMPED | KS  |

PLANS PREPARED BY:



PROFESSIONAL ENGINEER

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: Khristopher James Scott

Signature: \_\_\_\_\_

Date: 08/02/2024 License # 50231

THIS WORK WAS PREPARED BY MYSELF OR UNDER MY  
SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY  
OBSERVATION. ALL SCALES ARE SET FOR 11"x17"

SHEET TITLE:

EQUIPMENT DETAILS

SHEET NUMBER:

A5.4

DRAWN BY:      CHK BY:      APV BY:

|     |  |  |
|-----|--|--|
| ASK |  |  |
|-----|--|--|



1. EXISTING CONDUIT, CONDUCTORS, AND OTHER ITEMS SHOWN ARE AS DESCRIBED TO THE BEST OF THE KNOWLEDGE OF THE ENGINEER, BASED UPON PHOTOGRAPHS AND/OR PREVIOUS DRAWINGS. IF FIELD CONDITIONS DEVIATE SUBSTANTIALLY FROM WHAT IS SHOWN HERE, DRAWINGS AND CALCULATIONS MAY NEED TO BE UPDATED.
2. IF A DIFFERENT TRANSFORMER SIZE IS INSTALLED, OR IT IS INSTALLED IN A DIFFERENT LOCATION, FAULT CALCULATIONS AND LABELING SHOULD BE REVISED BY ENGINEER.
3. ACTUAL VALUES FOR FAULT CURRENT SHOWN IN DETAIL 3.
4. CONDUIT SUBJECT TO FOOT TRAFFIC SHALL BE GRC. FINAL CONDUIT RUN TO CABINET SHALL BE LTFC.

## 2 | ONE-LINE DIAGRAM

FAULT CURRENT AT TRANSFORMER SECONDARY :

### FAULT CURRENT AT EXISTING METER/DISCONNECT

### FAULT CURRENT AT EXISTING 200A PPC

$$P_3 = M_2 \times I_{SC2} = 0.961 \times 7,870 = 7,562A$$

### 3 | SHORT CIRCUIT CALCULATIONS

|             |      |     |        |   |      |               |
|-------------|------|-----|--------|---|------|---------------|
| LIGHTING    | 0.2  | kVA | @125 % | = | 0.25 | kVA           |
| RECEPTACLES | 0.2  | kVA | @100 % | = | 0.2  | kVA           |
| MECHANICAL  | 3.8  | kVA | @100 % | = | 3.8  | kVA           |
| SPECIAL     | 30.2 | kVA | @100 % | = | 30.2 | kVA           |
| TOTAL       |      |     |        | = | 34.4 | kVA (143.2A.) |

## 1 | LOAD CALCULATIONS

900 SOUTH BROADWAY, DENVER, CO 80209

SITE NAME:  
BASE LAKE PLAYFIELDS-REPL

SITE ID:  
A100849B

SITE ADDRESS:  
5450 NORTHWEST BLVD.  
PLYMOUTH, MN 55442

SITE COUNTY:  
HENNEPIN

[illegible]

UCI<sup>2</sup>  
CONSTRUCTION SERVICES, LLC

THIS WORK WAS PREPARED BY MYSELF OR UNDER MY  
SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY  
OBSERVATION. ALL SCALES ARE SET FOR 11"x17"

E-1

|           |         |         |
|-----------|---------|---------|
| DRAWN BY: | CHK BY: | APV BY: |
| ASK       |         |         |

Page 334 of 548

REVISIONS

2

NOT USED

1

NOT USED

3

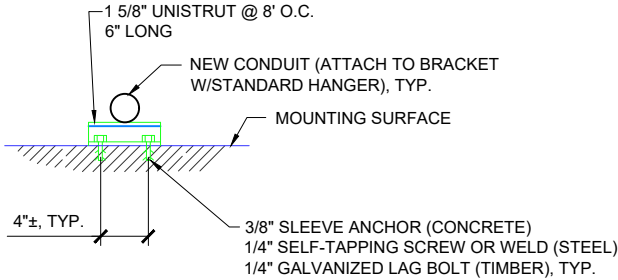
SURFACE MOUNTED CONDUIT

1

NOT USED

2

NOT USED



**T Mobile**  
900 SOUTH BROADWAY, DENVER, CO 80209

PROJECT INFORMATION:

SITE NAME:  
**BASE LAKE PLAYFIELDS-REPL**

SITE ID:  
**A1O0849B**

SITE ADDRESS:  
5450 NORTHWEST BLVD.  
PLYMOUTH, MN 55442

SITE COUNTY:  
HENNEPIN

| REV: | DATE:    | DESCRIPTION:  | BY: |
|------|----------|---------------|-----|
| A    | 07.25.24 | PRELIMINARY   | ASK |
| 0    | 08.01.24 | FINAL STAMPED | KS  |
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|      |          |               |     |
|      |          |               |     |

PLANS PREPARED BY:

**UCI<sup>2</sup>**  
CONSTRUCTION SERVICES, LLC  
4751 FOX STREET, DENVER, CO 80216

LICENSURE NO:

**Professional Engineer**  
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Signature: *Kevin Seddighzadeh*

Typed or Printed Name: KEVIN SEDDIGHZADEH

Date: 08/02/2024 License Number: 55949

THIS WORK WAS PREPARED BY MYSELF OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. ALL SCALES ARE SET FOR 11"x17"

SHEET TITLE:

**ELECTRICAL DETAILS**

SHEET NUMBER:

**E-3**

DRAWN BY: ASK CHK BY:   APV BY:

**Site: A1O0849B**  
**Site Name: Bass Lake Playfields**  
**Market MN**

**EXHIBIT D-1**

City Policy

[See Attached]





# POLICY REGARDING THE USE OF CITY OWNED PROPERTY FOR WIRELESS TELECOMMUNICATION ANTENNAS AND TOWERS

---

## Introduction

The City has received requests from wireless telecommunication providers to place wireless telecommunication antennas and towers on City owned property. The City Council has determined that a uniform policy for reviewing and or approving these requests is desirable.

## Priority of Users

Priority for the use of City owned property for wireless telecommunication antennas and towers will be given to the following entities in descending order:

- A. City of Plymouth.
- B. Public safety agencies, including law enforcement, fire, and ambulance services, which are not part of the City of Plymouth and private entities with a public safety agreement with the City of Plymouth.
- C. Other governmental agencies, for uses which are not related to public safety; and,
- D. Entities providing licensed commercial wireless telecommunication services including cellular, personal communication services (PCS), specialized mobilized radio (SMR), enhanced specialized mobilized radio (ESMR), paging and similar services that are marketed to the general public.

## Minimum Requirements

The placement of wireless telecommunication antennas or towers on City owned property must comply with all zoning ordinances and the following requirements:

- A. The antennas or tower will not interfere with the purpose for which the City owned property is intended;
- B. The applicant is willing to obtain adequate liability insurance and commit to a lease agreement which includes equitable compensation for the use of

public land and other necessary provisions and safeguards. The fees shall be established by the City Council after considering comparable rates in other cities, potential expenses, risks to the City, and other appropriate factors;

- C. The applicant will submit a letter of credit, performance bond, or other security acceptable to the City to cover the costs of the antenna or tower's removal;
- D. The antennas or tower will not interfere with other users who have a higher priority as discussed in Section 2. A certificate of "Non Interference" may be required.
- E. Upon reasonable notice, the antennas or tower may be required to be removed at the user's expense.
- F. The applicant must reimburse the City for any costs which the City incurs because of the presence of the applicant's antennas or tower and, the applicant must reimburse the City for any cost that the City incurs for testing and analysis. An example would be structural analysis of the City's buildings, towers or other structures.
- G. The user must obtain all necessary land use approvals.
- H. Depending on the site location the City may require a building to house the applicant's equipment, concrete slab, a security fence, and plantings to screen the equipment and to enhance the aesthetics of the area.
- I. The applicant may be required to supply a computer image of proposed location with equipment mounted or installed and will usually be required to camouflage some or all equipment to match existing city property.
- J. Multiple users of a city site will coordinate their efforts to minimize space needs. Subsequent applicants may be required to modify items covered in 3H.
- K. The applicant will be responsible for the security of its own equipment.

### **Special Requirements**

The use of certain City owned property, such as water tower sites and parks, for wireless telecommunication antennas or towers brings with it special concerns due to the unique nature of these sites. The placement of wireless telecommunication antennas or towers on these special City owned sites will be allowed only when the following additional requirements are met.

- A. Water Tower or Reservoir Sites. The City's water towers and reservoirs represent a large public investment in water pressure stabilization and peak capacity reserves. Protection of the quality of the City's water supply is of prime importance to the City. As access to the City's water storage systems increases, so too increases the potential for contamination of the public water supply. For these reasons, the placement of wireless telecommunication antennas or towers on watertower or reservoir sites will be allowed only when the City is fully satisfied that the following requirements are met.
1. The applicant's access to the facility will not increase the risks of contamination to the City's water supply;
  2. There is sufficient room on the structure and/or on the grounds to accommodate the applicant's facility;
  3. The presence of the facility will not increase the water tower or reservoir maintenance cost to the City; and
  4. The presence of the facility will not be harmful to the health of workers maintaining the water tower or reservoir.
  5. Applicants will assume responsibility to temporarily relocate their equipment if necessary when water towers or reservoirs need maintenance work done. An example would be painting.
  6. The City owned structure must be fully capable of supporting the applicant's equipment. A certificate of structural soundness will be required from a structural engineer.
- B. Parks. The presence of certain wireless telecommunication antennas or towers represents a potential conflict with the purpose of some City owned parks. In no case shall towers be allowed in designated conservation areas. Wireless telecommunication antennas or towers will be considered only in the following parks after the recommendation of the Parks and Recreation Commission and approval of the City Council.
1. Public parks of a sufficient scale and character that are adjacent to an existing commercial or industrial use;
  2. Commercial recreation areas and major playfields; and
  3. Park maintenance facilities.

## Application Process

All applicants who wish to locate a wireless telecommunication antenna or tower on City owned property must submit to the Director of Public Works a completed application and detailed plan. Also, an application must be submitted to the Community Development Department that complies with the submittal requirements of the Zoning Ordinance along with other pertinent information requested by the City.

## Termination

The City Council may terminate any lease if it determines that any one of the following conditions exists:

- A. A potential user with a higher priority cannot find another adequate location and the potential use would be incompatible with the existing use;
- B. A user's frequency broadcast unreasonably interferes with other users of a higher priority, regardless of whether or not this interference was adequately predicted in the technical analysis; or,
- C. A user violates any of the standards in this policy or the conditions attached to the City's permission.

Before taking action, the City will provide notice to the user of the intended termination and the reasons for it, and provide an opportunity for the user to address the City Council regarding the proposed action. This procedure need not be followed in emergency situations.

## Reservation of Right

Notwithstanding the above, the City Council reserves the right to deny, for any reason, the use of any or all City owned property by any one or all applicants.

## Use of Revenue

All revenue generated through the lease of City owned property for wireless telecommunication towers and antennas shall be made payable to the City of Plymouth and transmitted to the City's Department of Finance. Revenue shall be credited as follows:

- A. One-half to the water operation fund and one-half to the general fund when located on water utility property.
- B. All to the general fund when the wireless telecommunication towers and antennas are located on any other City property.
- C. One-half to the park replacement fund and on-half to the general fund when located on park property.

***Resolution No. 2009-302, December 8, 2009  
(Supersedes Res. 96-544, October 2, 1996)***

# **CITY OF PLYMOUTH**

## **RESOLUTION No. 2025-086**

### **RESOLUTION APPROVING THE FIRST AMENDMENT TO THE LEASE AGREEMENT WITH T-MOBILE CENTRAL LLC FOR THE BASS LAKE PLAYFIELD MONOPOLE LOCATED AT 5450 NORTHWEST BOULEVARD**

WHEREAS, the City Council has previously adopted a policy statement regarding the use of city owned land for wireless telecommunication antennas and towers; and

WHEREAS, the city is currently entered into a lease agreement with T-Mobile Central LLC for telecommunication equipment installed at the monopole located at 5450 Northwest Boulevard; and

WHEREAS, said agreement was entered into on September 1, 2007; and

WHEREAS, T-Mobile Central LLC has requested to modify the lease agreement with terms outlined in the first amendment to the agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that first amendment to the lease agreement with T-Mobile Central LLC for the monopole located at 5450 Northwest Boulevard is approved.

BE IT FURTHER RESOLVED, that the Mayor and City Manager are authorized to sign said amendment.

APPROVED by the City Council on this 25th day of March, 2025.

---

**To:** Dave Callister, City Manager

**Prepared by:** Shawn Drill, Senior Planner

**Reviewed by:** Grant Fernelius, CED Director

**Item:** **Approve annual update to the zoning ordinance, zoning map, and city code (City of Plymouth - 2025006)**

---

### **1. Action Requested:**

Adopt attached ordinances and resolution approving the 2025 annual update to the zoning ordinance, zoning map, and city code, as recommended by the Planning Commission.

Approval of the ordinances requires a 4/7 vote of the City Council, and approval of the summary publication resolution requires a 6/7 vote.

### **2. Background:**

On March 5, the Planning Commission reviewed the proposal, conducted the required public hearing, and subsequently voted unanimously to recommend approval. No one from the public wished to speak on the matter. Based on the Planning Commission discussion and feedback, staff made one small adjustment: not adding shooting ranges back into the definition of "Commercial Recreation" as is reflected in the attached updated materials. The Planning Commission minutes and report are attached.

Notice of the Planning Commission's public hearing was published in the city's official newspaper, and mailed notices for the rezonings were sent to all property owners within 750 feet.

### **3. Budget Impact:**

N/A

### **4. Attachments:**

1. Planning Commission Minutes
2. Planning Commission Report
3. Letter to C-1 Owners
4. Letter to Rational Energies PUD Owner
5. City Council Ordinance 2025-02
6. City Council Ordinance 2025-03
7. City Council Resolution 2025-087

# **Proposed Minutes Planning Commission Meeting March 5, 2025**

Acting Chair Anderson called a Meeting of the Plymouth Planning Commission to order at 7:00 p.m. in the Council Chambers of City Hall, 3400 Plymouth Boulevard, on March 5, 2025.

COMMISSIONERS PRESENT: Acting Chair Marc Anderson, Julie Olson, Josh Fowler, and Neha Markanda

COMMISSIONERS ABSENT: Chair Michael Boo and Bill Wixon

STAFF PRESENT: Community and Economic Development Director Grant Fernelius, Senior Planners Lori Sommers, and Shawn Drill, Engineering Services Manager Chris McKenzie, and City Council Liaison Julie Pointner.

## **Public Hearings**

### **(5.2) Review annual update to the zoning ordinance, zoning map, and city code (City of Plymouth – 2025006)**

Senior Planner Drill presented the staff report.

Acting Chair Anderson recognized the work of staff on this matter.

Commissioner Olson referenced the definition related to wild animals, noting that ducks and geese are listed, and asked if those are considered wild animals.

Senior Planner Drill responded that ducks and geese could be considered either wild animals or farm animals, and presently appear in the definition of both.

Acting Chair Anderson asked if the prohibition of chimneys and cantilevers from encroaching into the easement is a change or whether that is an existing rule.

Senior Planner Drill replied that type of encroachment is presently not allowed, and noted that language would be added to clarify that.

Acting Chair Anderson asked if homeowners are allowed to plant on city land, meaning within the right-of-way in the front yard.

Senior Planner Drill replied that planting other than sod is technically not allowed in the boulevard, however, we know people do sometimes place landscaping and other plantings in that area. He stated that section 15 would clarify that any hedges must be outside of the traffic sightline area.



Acting Chair Anderson referenced section 25, where the words ‘steep slopes’ are used but undefined.

Senior Planner Drill commented that steep slopes are defined separately within and under the shoreland overlay definitions.

Acting Chair Anderson asked if the owners of the properties to be rezoned have been notified and whether they agree.

Senior Planner Drill replied that letters were sent to those property owners that included contact information with any questions or concerns. No responses have been received, so it seems they are in agreement.

Commissioner Fowler referenced section 3 and noted that the definition of commercial recreation would be changed from excluding shooting ranges to including shooting ranges, and asked for more information.

Senior Planner Drill replied that use had previously been included in the definition but was removed last year and was proposed to be added back in.

Commissioner Fowler stated that he has concern with that, even if the use had previously been allowed. He reviewed the areas in which commercial recreational uses are allowed and did not believe that use would be appropriate in all of those areas. He noted that there would also be a conflict within the city center, as commercial recreational is allowed in that district but shooting ranges are explicitly prohibited from the city center.

Senior Planner Drill responded that staff will review and revise the draft ordinance before it goes to City Council to remove shooting range uses from the definition of commercial recreation.

Commissioner Markanda referenced section 21 and asked for more information on chicken licenses.

Senior Planner Drill stated that chicken licenses would continue to be valid for the same 2-year term and noted that the language would simply be reworded for clarity. License term language also appears on the chicken license application form.

Acting Chair Anderson opened the public hearing.

No one wished to speak.

Acting Chair Anderson closed the public hearing.

**Motion was made by Commissioner Fowler, and seconded by Commissioner Olson, to recommend approval of the proposed amendments to the zoning ordinance, zoning map, and city code with the agreed-upon change to remove shooting ranges from the definition of commercial recreation. With all Commissioners voting in favor, the motion carried.**

**To:** Planning Commission

**Prepared by:** Shawn Drill, Senior Planner

**Reviewed by:** Grant Fernelius, CED Director

**Item:** **Review annual update to the zoning ordinance, zoning map, and city code (City of Plymouth - 2025006)**

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### **1. Action Requested:**

Conduct the public hearing and recommend approval of the proposed amendments to the zoning ordinance, zoning map, and city code.

### **2. Background:**

Each year, the Planning Division coordinates and presents a package of amendments to: 1) update and improve existing code language, 2) make regulations more user-friendly and effective, 3) address any issues that have arisen over the past year, and 4) ensure compliance with recent changes to state law. Highlights of this year's proposed amendments include:

- Clarifying fence regulations
- Correcting regulations for solar energy systems
- Updating regulations for accessory dwelling units
- Revising PUD language to help identify their locations
- Repealing the C-1 zoning district and rezoning the two parcels presently zoned C-1 to C-2
- Repealing the Rational Energies PUD and rezoning that site back to I-2

The proposed amendments have been suggested by, and/or reviewed and approved by, the Development Review Committee -- which consists of city staff members from Administration, Building, Forestry, Parks & Recreation, Planning/Economic Development, Public Safety, and Public Works/Engineering/Water Resources.

Notice of the public hearing was published in the city's official newspaper, and mailed notices for the rezonings were sent to all property owners within 750 feet.

### **3. Budget Impact:**

N/A

### **4. Attachments:**

1. Ordinance amending Zoning Ordinance and Map
2. Ordinance amending City Code
3. Letter to Owners of the two "C-1" Properties
4. Letter to Owner of the "Rational Energies PUD" Property



January 29, 2025

PRIMPLYMOUTH HOLDINGS, LLC  
2841 East Lake of the Isles Parkway  
Minneapolis, MN 55408

SUMIT DHAWAN AND JUAN URIBE  
3315 West 45th Street  
Minneapolis, MN 55410

**SUBJECT:** Rezoning of Plymouth properties located at 17805 and 17905 Old Rockford Road

Ladies and Gentlemen:

The subject (your respective) properties are the only two parcels within Plymouth that are zoned C-1 (convenience commercial). As a part of our annual zoning update, we will be proposing to rezone the subject properties from C-1 to C-2 (neighborhood commercial), and then would delete the C-1 zoning district from the City Code. The tentative schedule for this is March of 2025. Enclosed herewith are excerpts of both the C-1 and C-2 zoning district regulations so you can review and compare any differences. Note that: 1) the existing daycare use at 17805 Old Rockford Road is allowed via conditional use permit in both C-1 and C-2 areas, so the rezoning would not affect that use; and 2) the property at 17905 Old Rockford Road is presently vacant future development land. (See map on back of this letter.)

I wanted to reach out and make you aware that this rezoning is being considered. Please contact me directly at [SDrill@PlymouthMN.gov](mailto:SDrill@PlymouthMN.gov) or (763) 509-5456 if you have any questions or would like additional information. Thank you.

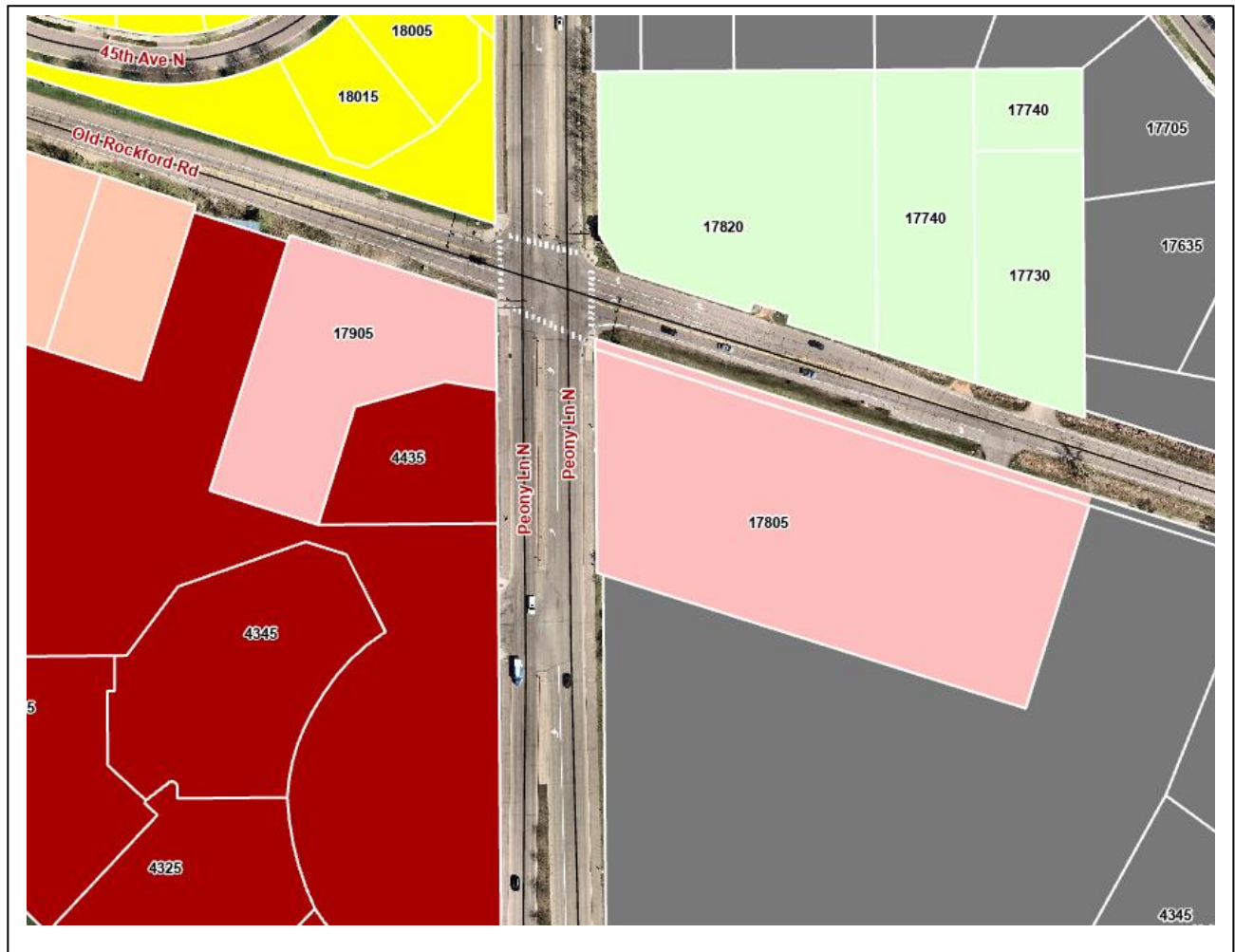
Sincerely,

A handwritten signature in blue ink that reads 'Shawn B. Drill'.

Shawn B. Drill, AICP  
Senior Planner

Enclosures: C-1 & C-2 zoning regulations







February 4, 2025

CAMPBELL LOCATIONS LLC  
11800 Investment Drive  
Utica, MI 48315

**SUBJECT:** Rezoning of Plymouth property located at 14920 27th Avenue North

Ladies and Gentlemen:

The subject property that you own is presently zoned PUD (planned unit development). A former landowner, Rational Energies, received approval to rezone the site from I-2 (general industrial) to PUD in 2011 – in order to accommodate their specific oil manufacturing use. Because Rational Energies no longer owns/operates the site for their business, the city will be proposing to rezone the subject property from PUD back to I-2 as a part of our annual zoning update. All of the surrounding properties are zoned I-2 (see map on back of this letter; gray = PUD, medium blue = I-2, and light blue = I-1, light industrial). The tentative schedule for this is March of 2025. Enclosed herewith is the “Rational Energies HC Inc.” PUD as well as the I-2 zoning district regulations, so you can review and compare any differences. Note that the rezoning would not impact the use of the site, as the current use is, and would remain, permitted in the I-2 zoning district.

I wanted to reach out and make you aware that this rezoning is being considered. Please contact me directly at [SDrill@PlymouthMN.gov](mailto:SDrill@PlymouthMN.gov) or (763) 509-5456 if you have any questions or would like additional information. Thank you.

Sincerely,

A handwritten signature in blue ink that reads 'Shawn B. Drill'.

Shawn B. Drill, AICP  
Senior Planner

Enclosures: Rational Energies PUD & I-2 zoning regulations





# CITY OF PLYMOUTH HENNEPIN COUNTY, MINNESOTA

## ORDINANCE NO. 2025-02

### ORDINANCE AMENDING CHAPTER 21 OF THE PLYMOUTH CITY CODE ENTITLED THE PLYMOUTH ZONING ORDINANCE, AND RECLASSIFYING CERTAIN LAND (2025006)

THE CITY OF PLYMOUTH ORDAINS:

Section 1. Legislative Formatting for Amendments. Amendments within this Ordinance are marked as follows: underlined text = new text to be added, and ~~stricken text~~ = text to be deleted. Any text without markings (i.e., not underlined or ~~stricken~~) shall remain as currently exists.

Section 2. Amendment. Section 21005.01, Subd. 7 of the Plymouth City Code [RULES AND DEFINITIONS -- RULES OF WORD CONSTRUCTION] is amended as follows:

Subd. 7. For terminology not defined in this Chapter, elsewhere in the City Code, or in the Minnesota State Building Code, the most recent online version of Merriam-Webster's Collegiate Dictionary ~~Tenth Edition~~ shall be used to define such terms.

Section 3. Amendment. Section 21005.02 of the Plymouth City Code [RULES AND DEFINITIONS -- DEFINITIONS] is amended by adding, deleting, or changing the following definitions as follows:

*Animals:*

- (a) Domestic Animals. For purposes of this Chapter, a domestic animal shall be defined as house pets such as dogs, cats, and birds (except those defined as farm animals or wild animals) that can be contained within a principal structure throughout the entire year, provided that containment can be accomplished without special modification to the structure requiring a building permit from the City. In addition, it may includes chickens, bees, and rabbits, normally sheltered outside the home.
- (b) Farm Animals. Cattle, hogs, potbelly pigs, sheep, goats, chickens, bees, turkeys, ducks, geese, horses (including miniatures) and other animals commonly accepted as farm animals in the State of Minnesota.

*Animals, Wild:* Any animal that is wild, ferocious, or vicious by nature, habit, disposition or character. Animals in this category include, but are not limited to, any ape (including chimpanzee, gibbon, gorilla, orangutan, or siamang), baboon, bear, bison, bobcat, cheetah, crocodile, coyote, deer (including members of the deer family such as antelope, elk, and moose), ~~ducks, duck~~, elephant,



ferret, fox, ~~geese, goose,~~ hippopotamus, hyena, jaguar, leopard, lion, lynx, monkey, puma (also known as cougar, mountain lion, or panther), raptor, rhinoceros, any snake that is poisonous or any constrictor snake, snow leopard, tiger, wolf, or hybrid mix of any of the wild animals such as wolf/dog mixes.

*Manufactured Home (Mobile Home):* A structure, transportable in one or more sections, which in the traveling mode is eight-8 body-feet or more in width or 40 ~~body~~-feet or more in length (excluding hitch) or, when erected on site, is contains 320 or more square feet in area, and which is built on a permanent chassis and designed to be used as a dwelling with or without permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein, except that the term includes any structure which meets all the requirements and with respect to which the manufacturer voluntarily filed a certification required by the Secretary of the United States Department of Housing and Urban Development and complies with the standards established under this section. In Floodway and Flood Fringe Overlay Districts, a manufactured home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities.

*Non-Conforming Structure, Use, or Lot, Legal:* A ~~lot,~~ building, structure, ~~premises, or use,~~ premises, or lot that: (1) was lawfully established when ~~it was initiated,~~ created, ~~or constructed or initiated prior to the effective date of the ordinance provision with which it does not comply; or (2) became non-conforming because of a government action such as a court order or taking by a governmental body under eminent domain or negotiated sale, which does not now conform with the applicable conditions or provisions of this Chapter for the district in which the structure or use is located. The term does not include a building, structure, or lot that was allowed to deviate from the regulations in this Chapter by an approved variance.~~

*Outdoor Mechanical Equipment:* Equipment used onsite for the regular operation of a building or use. This term includes air conditioning units, power vents, and similar equipment. This term does not include ~~an outdoor wood-fired furnace,~~ electric vehicle supply equipment, solar equipment, or a wind energy system.

*Public Works Facility:* A facility or location relating to the functions of a public entity which may include, but is not limited to, offices, maintenance or storage buildings/structures, or yards for storage of vehicles, equipment, and materials.

*Recreation, Commercial:* A business directed toward the general public, not requiring membership, that offers recreational entertainment such as ballrooms, billiard halls, bowling alleys, ~~billiard halls,~~ miniature golf, ~~ballrooms, pickleball courts,~~ roller rinks, ~~pickleball courts,~~ and the like, excluding shooting ranges.

*Restaurant, Brewpub:* A dining restaurant ~~establishment, as defined in this Section,~~ that is also licensed to brew malt liquor on the site for sale and consumption on the premises, or for sale in sealed containers for consumption off the premises.

*Restaurant, Dining:* An establishment ~~which that cooks and~~ serves food-meals, primarily to be consumed primarily eaten while seated at tables or booths within the building establishment. The definition does not include restaurants that provide drive-through or drive-in service.

Section 4. Amendment. Section 21010.01, Subd. 17 of the Plymouth City Code [ADMINISTRATION—AMENDMENTS (TEXT AND MAP) -- PROCEDURES] is added as follows:

Subd. 17. All decisions made by the City regarding zoning shall be final, except that any aggrieved person shall have the right to appeal within 30 days of the date the decision is rendered, to the District Court in Hennepin County. Any person seeking judicial review under this provision must serve the City and all necessary parties, including any landowners, within the 30-day period defined above.

Section 5. Amendment. Section 21015.04, Subd. 12 of the Plymouth City Code [ADMINISTRATION—CONDITIONAL USE PERMITS -- GENERAL PERFORMANCE STANDARDS] is amended as follows:

Subd. 12. Provisions shall be made for an interior location for recycling and trash handling and storage or an outdoor, enclosed receptacle area shall be provided in compliance with ~~Section 21105~~ Section 21120.02, Subd. 8 of this Chapter.

Section 6. Amendment. Section 21045.10, Subd. 3 (d) of the Plymouth City Code [SITE PLAN REVIEW -- SITE IMPROVEMENT PERFORMANCE AGREEMENT AND FINANCIAL GUARANTEE] is amended as follows:

- (d) The amount of the financial guarantee shall be established by the Zoning Administrator based upon an itemized estimate of the cost of all required work. A cash deposit or Irrevocable Letter of Credit shall be in the amount of ~~100-40~~ percent of the approved estimated cost. The amount of any other approved financial instrument shall be determined by the Zoning Administrator.

Section 7. Amendment. Section 21045.10, Subd. 5 of the Plymouth City Code [SITE PLAN REVIEW -- SITE IMPROVEMENT PERFORMANCE AGREEMENT AND FINANCIAL GUARANTEE] is amended as follows:

Subd. 5. At the time of execution of the agreement and prior to the issuance of building permits, the applicant shall provide to the City of Plymouth a cash escrow to pay for the costs of administering the site improvement performance agreement. Administrative costs include but are not limited to preparation of the agreement, City recording fees for documents required as part of the project, monitoring of construction observation, consultation with the applicant and his/her engineer on status or problems regarding the project, plan review, final inspection and acceptance, and processing requests for reductions or release of the financial guarantee. The cash escrow shall equal two percent of the estimated cost of proposed improvements, as identified in the agreement, to a maximum amount of ~~\$5,000. 3,000.00.~~ Administrative costs shall be charged against the cash escrow account and credited to the City. If, at any time prior to completion of the site improvement performance agreement administration process, the balance in the cash escrow account is

depleted to less than ten percent of the originally required cash escrow amount, the applicant shall deposit additional funds in the cash escrow account as determined by the Zoning Administrator. Any balance remaining in the cash escrow account upon completion of the site improvement performance agreement administration process shall be returned to the applicant after all claims and charges thereto have been deducted.

Section 8. Amendment. Section 21100.02, Subd. 6 (e) of the Plymouth City Code [NON-CONFORMING BUILDINGS, STRUCTURES, USES AND LOTS -- GENERAL PROVISIONS] is added as follows:

(e) Non-conformity or increased non-conformity due to a government action. Where a government action such as a court order or taking by a governmental body under eminent domain or negotiated sale creates or increases a legal non-conformity on or after January 1, 2025, the lot owner shall be entitled as a matter of right to obtain a variance to allow the same degree of property improvement or building expansion as was allowed prior to the government action, or to maintain such buildings or structures. This provision shall not apply to acquisitions taking place in the normal course of the land subdivision (platting or replatting) process.

Section 9. Amendment. Section 21100.02, Subd. 7 (c) of the Plymouth City Code [NON-CONFORMING BUILDINGS, STRUCTURES, USES AND LOTS -- GENERAL PROVISIONS] is added as follows:

(c) Non-conformity or increased non-conformity due to a government action. Where a government action such as a court order or taking by a governmental body under eminent domain or negotiated sale creates or increases a legal non-conformity on or after January 1, 2025, the lot owner shall be entitled as a matter of right to obtain a variance to allow the same degree of property improvement or building construction as was allowed prior to the government action. This provision shall not apply to acquisitions taking place in the normal course of the land subdivision (platting or replatting) process.

Section 10. Amendment. Section 21115.02, Subd. 1 (k) of the Plymouth City Code [GENERAL YARD, LOT AREA AND BUILDING REGULATIONS -- HEIGHT] is amended as follows:

- (k) Roof-~~M~~mounted solar energy systems, pursuant to the additional height ~~requirements~~ regulations in Section ~~21173~~ 21174.03 of this Chapter.

Section 11. Amendment. Section 21115.02, Subd. 2 of the Plymouth City Code [GENERAL YARD, LOT AREA AND BUILDING REGULATIONS -- HEIGHT] is amended as follows:

- Subd. 2. Height limitations for antenna support structures in the industrial districts, as set forth in Section 21175 of this Chapter, may be increased by conditional use permit.

Section 12. Amendment. Section 21115.04, Subd. 1 (a) of the Plymouth City Code [GENERAL YARD, LOT AREA AND BUILDING REGULATIONS -- YARDS] is amended as follows:

- (a) For principal buildings, cantilevers up to ten feet in width, chimneys up to six feet in width, and flues, leaders, sills, pilasters, lintels, ornamental features, cornices, eaves, gutters, and the like, provided they do not project more than 30 inches into a required yard. Additionally, such cantilevers and chimneys shall not encroach over or into any drainage or utility easement. Window wells and their related covers shall not encroach in existing or required drainage or utility easements, unless approved by the City Engineer.

Section 13. Amendment. Section 21130.01, Subd. 2 of the Plymouth City Code [FENCING/SCREENING/LANDSCAPING -- FENCE/WALL REGULATIONS] is amended as follows:

Subd. 2. **Permit Fee.**

- (a) Agricultural, Single-Family, and Two-Family Uses: There is no charge for a fence/wall permits, except that a building permit and related building permit fee pursuant to Section 1015 of the City Code shall be required for proposed fences that would exceed seven feet in height and for proposed walls that would exceed four feet in height. In cases where a building permit is required for such fencing or wall(s), a separate fence/wall permit is not required. for fences that are seven feet in height or lower, or for walls that are four feet in height or lower.
- (b) All Other Land Uses (excludes agricultural, single-family, and two-family uses): The appropriate site plan review fee pursuant to Subd. 3 (b) in this subsection shall be required. Additionally, A-a separate building permit application and related building permit fee, pursuant to in accordance with the fee schedule outlined in Section 1015 of the City Code, shall be required for fences that if the proposed fencing would exceed seven feet in height and for or if the proposed wall(s) that would exceed four feet in height.

Section 14. Amendment. Section 21130.01, Subd. 3 of the Plymouth City Code [FENCING/SCREENING/LANDSCAPING -- FENCE/WALL REGULATIONS] is amended as follows:

Subd. 3. **Application Procedures.**

- (a) Agricultural, sSingle-fFamily, and tTwo-fFamily uUses:- Each Requests for fencing or walls shall require a "no-fee" fence/wall permit and related application-for-a-permit, or shall require a building permit and related application if required under-by this Section due to the height. Applications shall be submitted to the Building Official on forms provided by the City. The exception is that a "no-fee" wall/fence permit is not required for such developer-installed features within new subdivisions if authorized on the approved plat drawings. In such cases, a building permit would still be

required for any fencing over seven feet high and for any walls over four feet high.  
~~Each~~All applications shall include a site plan drawn to scale showing the location of the house(s), garage(s), any accessory structures and-or other improvements, all public easements, and any required wetland buffers on the lot, ~~and together with~~ the location of the fencing or wall to be erected, altered or relocated.

- (b) All Other Land Uses ~~other than (excludes~~ agricultural, single-family, ~~or and~~ two-family uses):- Requests for fencing or walls shall be processed as part of, and ~~according to in accordance with~~ the procedures ~~of the established for review of a~~ site plan or site plan amendment review, as stipulated in Section 21045 of this Chapter. If a separate building permit is also required by this Section due to the height, the building permit application shall be submitted on forms provided by the City.

Section 15. Amendment. Section 21130.01, Subd. 4 (b) of the Plymouth City Code [FENCING/SCREENING/LANDSCAPING -- FENCE/WALL REGULATIONS] is amended as follows:

- (b) Hedges and other plantings shall not require a permit. Such features are not subject to the provisions of this Section, but are subject to the provisions of Section 21105.05 of this Chapter relating to traffic sight visibility, and to the applicable provisions of Section 21130.03, Subd. 2 (e) (1) of this Chapter. All fences (hedges and plantings excluded) and walls shall require a fence/wall permit under this Section, unless a separate building permit is required for the fence or wall, or unless the fence or wall does not require a building permit and is authorized on an approved site plan. Fence/wall permits may be issued by the Building Official or designee, if all requirements of this Chapter have been met.

Section 16. Amendment. Section 21130.01, Subd. 4 (c) of the Plymouth City Code [FENCING/SCREENING/LANDSCAPING -- FENCE/WALL REGULATIONS] is amended as follows:

- (c) Fence Materials, ~~and~~ Design, and Color.
- (1) Fences shall not be constructed from chicken wire, welded wire, plastic deer fence netting or similar products, snow fence, branches, or materials originally intended for other purposes, unless upon the showing of a high degree of architectural quality achieved through the use of such materials, prior approval is granted by the Zoning Administrator.
  - (2) That side of any fence or wall considered to be its "face" (i.e., the finished side having showing no structural supports) shall face abutting property or street right-of-way.
  - (3) Chain link fences shall include a top rail, and the barbed ends shall be toward the ground.

- (4) Except for agricultural uses in the FRD District, fences shall not be supported using metal T- or U-posts or similar ~~agricultural products~~.

(5) Fences shall be the same color on each side, unless upon the showing of a high degree of architectural design and appearance achieved through the use of different color on each side, prior approval is granted by the Zoning Administrator. Except for white, bright colors (e.g., neon or fluorescent) shall not be permitted, except for allowable temporary fencing.

Section 17. Amendment. Section 21130.01, Subd. 4 (h) of the Plymouth City Code [FENCING/SCREENING/LANDSCAPING -- FENCE/WALL REGULATIONS] is amended as follows:

- (h) Fencing shall not be placed within any utility easement that includes major utility service such as publicly-maintained water main or sewer pipes unless ~~also~~ reviewed and approved by the City Engineer. Additionally, any new fencing to be installed on or after January 1, 2025, shall not be placed within a pond access easement unless reviewed and approved by the City Engineer.

Section 18. Amendment. Section 21145.04, Subd. 3 (e) of the Plymouth City Code [HOME OCCUPATIONS -- REQUIREMENTS] is amended as follows:

- (e) There shall not be more than ~~five (5) ten~~ client appointments per day upon the premises, ~~limited to one client per appointment~~.

Section 19. Amendment. Section 21155.05, Subd. 2 (c) of the Plymouth City Code [SIGN REGULATIONS -- GENERAL REGULATIONS AND RESTRICTIONS] is amended as follows:

- (c) Dynamic display off-premises signs shall not exceed 7,500 nits (candelas per square meter) between the hours of civil sunrise and civil sunset and shall not exceed 500 nits (candelas per square meter) between the hours of civil sunset and civil sunrise as measured from the face of the sign. The light level shall not exceed 0.3 foot candelas above ambient light as measured from a pre-set distance depending on sign size. Measuring distance shall be determined using the following equation: the square root of: (the message center sign area multiplied by 100). Example: Measuring distance of a 12 square foot sign would be  $\sqrt{(12 \times 100)} = 34.6$  feet ~~measuring distance~~.

Section 20. Amendment. Section 21155.06 of the Plymouth City Code [SIGN REGULATIONS -- GENERAL REGULATIONS AND RESTRICTIONS] is amended to delete "C-1" from the title line of Subd. 4, with no changes to remaining items (a) through (f) beyond, as follows:

Subd. 4. **Other Commercial Districts.** Signs are accessory to permitted, interim, and conditional uses in the ~~C-1~~, C-2, C-3, C-4, C-5, and B-C Districts. Only the following signs are permitted in these districts, unless otherwise specifically provided in this Section:

Section 21. Amendment. Section 21170.02, Subd. 1 (b) of the Plymouth City Code [ANIMALS -- KEEPING OF CHICKENS] is amended as follows:

- (b) ~~All~~ chicken licenses shall be valid for a two-year term from the date of issuance. The holder of a license shall apply for renewed-renewal every two years in order to maintain their license. There is with no renewal fee.

Section 22. Amendment. Section 21174 of the Plymouth City Code [SOLAR ENERGY SYSTEMS (SES)] is amended as follows:

#### **SECTION 21174. - SOLAR ENERGY SYSTEMS (SES)**

##### **21174.01. - Purpose and ~~i~~ntent.**

The purpose of this Section is to establish predictable and balanced regulations for the establishment of solar energy systems in the locations and circumstances under which the use may be established without detriment to the public health safety and welfare of neighboring property owners or occupants.

##### **21174.02. - Applicability.**

The solar energy system requirements of this Chapter shall apply within all zoning districts, except as otherwise provided herein.

##### **21174.03. - General ~~r~~Requirements.**

The following requirements shall apply to all solar energy systems:

###### **Subd. 1. Height and Arrangement.**

- (a) Roof-mounted solar energy systems on sloped roofs: 1) shall have the same finished pitch as the roof; ~~and cannot exceed 2)~~ shall not extend more than two feet above the roof ~~top section~~ to which it is attached. ~~SES; 3)~~ shall not extend beyond the

boundaries of the roof; and 4) shall not extend above the peak of the roof section to which it is attached~~past the plane of the roof surface.~~

- (b) Roof-mounted solar energy systems on all flat roofs: 1) shall not exceed~~extend more than~~ ten feet ~~from above~~ the roof section to which it is attached; and 2) shall not extend beyond the boundaries of the roof.
- (c) Ground-mounted solar energy systems shall not exceed 15 feet in height when oriented at maximum tilt.

Subd. 2. ~~Additional~~ Performance Standards.

- (a) Solar energy systems may generate energy ~~in excess of~~exceeding the energy requirements of ~~a the~~ property, if in compliance with utility requirements.
- (b) ~~All s~~Solar energy systems shall be constructed and operated in compliance with all applicable local, state, and federal construction and electrical codes.
- (c) ~~All s~~Solar energy systems ~~should~~shall be maintained in accordance with the property maintenance code, Section 405 of the City Code.
- (d) Except for required safety signage, no other signage, writing, pictures, flags, streamers, or decorative items shall be attached to a solar energy system or related support or equipment.
- (e) Obsolete ~~SES~~solar energy systems and any related support or equipment shall be removed within 12 months of cessation of operating, unless an exemption is granted by the Zoning Administrator.

**21174.04. - Additional ~~r~~Requirements for ~~g~~Ground-~~m~~Mounted ~~s~~Solar ~~e~~Energy ~~s~~Systems.**

In addition to the general requirements specified in Subsection 21174.03 of this Section, ground-mounted solar energy systems shall comply with the following requirements:

- Subd. 1. Ground-mounted solar energy systems shall ~~adhere to~~comply with minimum setbacks and other regulations established for accessory buildings and structures, as identified in ~~Subs~~Section 21115.04, Section 21120, and each zoning district of this Chapter.
- Subd. 2. Where applicable, ground-mounted solar energy systems may be excluded from lot coverage or impervious surface requirements if approved by the ~~z~~Zoning ~~a~~Administrator. Pollinator- and habitat-friendly vegetation under and around ~~the SES-solar energy systems~~ is encouraged. ~~Residents can~~ (~~r~~Refer to the Board of Water and Soil Resources Pollinator and Biodiversity Toolbox for ~~more~~ information).
- Subd. 3. Racking and support frames shall be an engineered product designed to mount PV (Photovoltaic) modules. These shall hold applicable UL (Underwriters Laboratories), ANSI (American National Standards Institute), or equivalent third-party certifications.



**21174.05. - Submittal ~~R~~Requirements.**

An applicant for a ~~SES~~solar energy system shall provide the following:

- Subd. 1. Information that demonstrates conformance to the requirements ~~specified in Subsections 21174.03 and 21173.04~~ of this Section, as applicable.
- Subd. 2. Application materials required for a building permit.
- Subd. 3. Specification sheets and installation manuals for all manufactured components including, but not limited to, PV modules, inverter(s), combiner box, disconnects, and mounting system.
- Subd. 4. To-scale horizontal and vertical (elevation) drawings. The drawings must ~~show~~indicate the proposed location of the solar energy system: a) on the building for rooftop installations; and ~~or b)~~ on the property, including dimensions from lot lines, for a~~a~~-ground-mounted installations-system, including the property lines.

Section 23. Amendment. Section 21175.02, Subd. 4 of the Plymouth City Code [ANTENNAS -- GENERAL STANDARDS] is amended as follows:

- Subd. 4. When applicable, written authorization for antenna ~~erection~~installation shall be provided by the property owner.

Section 24. Amendment. Section 21175.08, Subd. 3 (b) (1) of the Plymouth City Code [ANTENNAS -- PERSONAL WIRELESS SERVICE ANTENNAS] is amended as follows:

- (1) If there is no existing structure which meets the height requirements for mounting the antennas, the antennas may be mounted upon a monopole tower not exceeding 100 feet in height, except as may be authorized by conditional use permit pursuant to Section 21115.02, Subd. 2 of this Chapter. The tower shall be located on a parcel having a dimension equal to the height of the tower measured between the base of the tower located nearest the property line and said property line, unless a structural engineer licensed in the State of Minnesota specifies in writing that the collapse of the tower will occur within a lesser distance under all foreseeable circumstances.

Section 25. Amendment. Section 21185.01, Subd. 1 of the Plymouth City Code [LAND FILLING AND LAND EXCAVATION/GRADING OPERATIONS -- PERMIT REQUIRED] is amended as follows:

Subd. 1. Except for City landfilling and City land excavation/grading operations, or as may be otherwise stipulated by this Chapter, any person who proposes to add landfill or extract sand, gravel, black dirt, or other natural material from the land or grade land shall be subject to the permit requirements specified below:

| Cubic Yards of Landfill or Land to be Excavated/ Graded | Permit(s) Required?                                                              |
|---------------------------------------------------------|----------------------------------------------------------------------------------|
| 50 or less                                              | <u>*No grading permit required.*</u>                                             |
| 51 or greater                                           | Grading permit <u>is required</u> , as administered by the Engineering Division. |

- \* Except ~~as required that the movement (landfilling, excavation, or grading) of more than ten cubic yards: 1) on steep slopes; 2) in a shore impact zone; or 3) in a bluff impact zone (all of which are defined in this Chapter) lying~~ within the Shoreland Management Overlay District shall require a grading permit, pursuant to Section [21665.09](#), Subd. 2(e).

Section 26. Amendment. Section 21190.03, Subd. 2 (d) of the Plymouth City Code [SPECIALIZED HOUSING -- MANUFACTURED HOME PARKS (MOBILE HOME PARKS)] is amended as follows:

- (d) ~~Upgrading. Prior to locating a manufactured home housing unit constructed prior to 1 July 1972, on a lot within a manufactured home park within the City, said unit shall be upgraded to current life safety codes and subject to the approval of the Building Official. Any manufactured home to be brought into the city must be built and labeled after June 14, 1976.~~

Section 27. Amendment. Section 21190.04 of the Plymouth City Code [SPECIALIZED HOUSING -- ACCESSORY DWELLING UNITS] is amended as follows:

**21190.04. - Accessory Dwelling Units (ADUs).**

- Subd. 1. Accessory dwelling units (hereinafter referred to as “ADUs”, or as an “ADU” in the singular) may be allowed on residential lots ~~with a detached,~~ that contain a single-family detached home within the FRD, RSF-1, RSF-2, RSF-3, or single-family residential PUD district. ~~Accessory dwelling units-ADUs~~ are not allowed within, or on properties ~~with-containing,~~ apartment buildings, ~~or attached townhomes, manor homes, twin homes, duplexes, or within structures or on properties that otherwise contain more than one dwelling unit.~~
- Subd. 2. An ~~accessory dwelling unit~~ ADU may be allowed provided all ~~of the~~ following conditions are met:
- (a) An ~~accessory dwelling unit~~ ADU: ~~may be located above a detached garage that is accessory to a single-family detached home;~~ i) may be internal-incorporated into an existing single-family home; ii) may be attached to a single-family home; iii) may be located above a detached garage that is attached to a single-family home; iv) may be located above a detached garage that is accessory to a single-family home; or v) may exist as a detached as-a-stand-alone accessory structure.
  - (b) ~~An~~ The required administrative permit for ~~the accessory dwelling unit-an~~ ADU shall be applied for in advance of, or concurrently in conjunction with, the ~~application for a~~ building permit application for the ADU.
  - (c) Not more than one ~~accessory dwelling unit~~ ADU shall be allowed per single-family detached lot.
  - (d) Any ~~accessory dwelling unit~~ ADU, whether attached or detached, shall comply with the same minimum building setbacks ~~requirements~~ as required for the living portion of the ~~principal dwelling unit home on the lot.~~
  - (e) Except as noted in ~~(e)-(d)~~ above or as otherwise specified in this subdivision, a detached ~~accessory dwelling unit~~ ADU (whether located above a detached garage or existing as a detached stand-alone accessory structure) shall be subject to the same regulations as provided for under Section 21120 (Accessory Buildings, Structures, and Uses) of this Chapter.
  - (f) An ~~accessory dwelling unit~~ ADU shall be a clearly incidental and subordinate use.
  - (g) The allowed area for a detached dwelling unit shall be 30 percent of the area of the rear yard, to a maximum size of 700 square feet. If attached, the allowed maximum allowable size of an accessory dwelling unit-ADU that is attached to, or otherwise incorporated into the home, shall be up to 30 percent of the gross floor area of the home, to a maximum size of or 1,000 square feet, whichever is less. The maximum

allowable size for a detached ADU (whether located above a detached garage or existing as a detached stand-alone accessory structure) shall be up to 30 percent of the area of the rear yard or 700 square feet, whichever is less.

- (h) ~~Any accessory dwelling unit~~ An ADU shall be a minimum of 200 square feet in size.
- (gi) The exterior design of an ~~accessory dwelling unit~~ ADU shall incorporate a similar architectural style, roof pitch, colors, and materials as the ~~principal building home~~ on the lot, and shall be compatible with the character of the surrounding residential buildings, subject to approval by the Zoning Administrator.
- (hj) The owner of the property shall reside on the site, in either the principal dwelling unit or ~~in the accessory dwelling unit~~ ADU.
- (ik) Rental of ~~the accessory dwelling unit~~ an ADU, or rental of the principal dwelling unit if the property owner resides in the ~~accessory dwelling unit~~ ADU, shall require a City license pursuant to Chapter IV (Housing and Redevelopment) Section 410 (Rental Licensing) of the City Code. ~~Detached accessory dwelling units shall not be rented.~~
- (jl) There shall be no separate ownership of the ~~accessory dwelling unit~~ ADU.
- (km) In addition to the requirement for at least two off-street parking spaces for the home, at least One-one off-street parking space shall be provided for an ~~accessory dwelling unit~~ ADU. Adequate parking shall be shown on the permit application and shall comply with the requirements of this Chapter.
- (ln) The ~~accessory dwelling unit~~ ADU shall be addressed as a separate unit with the same numerical address as the principal ~~structure dwelling unit~~ ADU pursuant to Chapter IV Section 400 (Building Code) of the City Code.
- (mo) The principal dwelling unit and ~~accessory dwelling unit~~ ADU shall be created and maintained in compliance with Chapter IV (Building ~~Code~~, Housing ~~Maintenance~~, and ~~Housing and Redevelopment Construction Regulations~~) of the City Code.
- (np) ~~The Both the~~ principal dwelling unit and ~~accessory dwelling unit~~ the ADU shall be connected to municipal sewer and water, and the ADU shall not have separate utilities from the principal ~~structure dwelling~~. If the ADU is detached, the utilities shall come from the principal dwelling unit.
- (oq) The ~~accessory dwelling unit~~ ADU shall have a foundation and shall be a permanent structure.
- (pr) ~~Any~~ The exterior entrance door for ~~the accessory dwelling unit~~ an ADU that is incorporated into an existing home with no expansion shall be on the side or rear of the home, or shall share the front/main entrance door with the principal dwelling unit. In such cases, a separate entrance door for the ADU is not allowed along the front façade of the home. The exterior entrance door for an ADU that is otherwise attached to the principal dwelling unit (including via a building addition or being

located above an attached garage) shall be located along the side or rear of the home. In such cases, an exterior entrance door for the ADU is not allowed along the front façade of the home. There is no restriction on the location of the exterior entrance door(s) for detached ADU's.

- (~~qs~~) The applicant must demonstrate that ~~the~~any proposed new construction or modifications to existing construction would comply with the building code.
- (~~rt~~) ~~Accessory dwelling units-ADUs are subject to and must meet any comply with all applicable shoreland regulations, or structural coverage regulations, and other ordinance requirements and regulations unless explicitly exempted or modified by this section.~~
- (~~su~~) The maximum height for ~~accessory dwelling units-ADUs~~ shall be as prescribed in the ~~table below: applicable district, provided that in no case shall the height of a detached accessory dwelling unit exceed the height of the principal building. In the case of an accessory dwelling unit above a detached garage, the maximum height shall be 21 feet, or the height of the principal building, whichever is less.~~

| Type of <del>Accessory Dwelling Unit</del> <u>ADU</u>                        | Maximum Height                                                                  |
|------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| Internal to an <u>existing</u> single-family home:                           | <u>N/A. 35 feet, or the height of the principal building, whichever is less</u> |
| Attached to a single-family home <u>or located above an attached garage:</u> | <u>No higher than the living portion of the principal building.</u>             |
| Detached as a stand-alone <u>accessory</u> structure:                        | <u>15 feet or the height of the principal building, whichever is less.</u>      |
| Above a detached garage:                                                     | <u>21 feet, or the height of the principal building, whichever is less.</u>     |

Section 28. Amendment. Section 21193.05 of the Plymouth City Code [HELISTOPS -- DISTRICT APPLICATION] is amended as follows:

**21193.05. - District Application.**

Helistops are allowable within the FRD (Future Restricted Development), B-C (Business Campus), I-1 (Light Industrial), I-2 (General Industrial), I-3 (Heavy Industrial), and P-I (Public/Institutional) zoning districts subject to the approval of a conditional use permit, pursuant to the procedures, general performance standards, and regulations established by Section 21015 of this Chapter. Helistops are also allowable within PUD (Planned Unit Development) zoning districts that are guided CO (Commercial Office) or ~~IP (Planned Industrial)~~ IND (Industrial) on the City's Comprehensive Land Use Guide Plan Map, pursuant to the performance standards established by this section and the procedures and regulations established by Section 21655 of this Chapter.

Section 29. Amendment. Section 21350.05, Subdivisions 3, 4, and 15 of the Plymouth City Code [FRD, FUTURE RESTRICTED DEVELOPMENT DISTRICT -- ACCESSORY USES] are amended as follows:

- Subd. 3. Administrative offices, meeting rooms, classrooms, and food preparation and service areas in public or private recreational facilities, ~~and~~ the uses of which are incidental and directly related to the primary use.
- Subd. 4. Backup generators for residential uses, provided they comply with the placement ~~and~~ minimum setback requirements for accessory structures regulations in Section 21115.04, Subd. 1(e) of this Chapter.
- Subd. 15. Roof-Mounted Solar Energy Systems, as regulated by Section ~~21173~~ 21174 of this Chapter.

Section 30. Amendment. Section 21350.07, Subd. 13 of the Plymouth City Code [FRD, FUTURE RESTRICTED DEVELOPMENT DISTRICT -- CONDITIONAL USES] is amended as follows:

- Subd. 13. Wireless support structures for ~~sitting~~ siting of a small wireless facility in the public right-of-way.

Section 31. Amendment. Section 21350.11, Subd. 4 of the Plymouth City Code [FRD, FUTURE RESTRICTED DEVELOPMENT DISTRICT -- USES BY ADMINISTRATIVE PERMIT] is amended as follows:

- Subd. 4. Ground-Mounted Solar Energy Systems, as regulated by Section ~~21173~~ 21174 of this Chapter.

Section 32. Amendment. Section 21355.05, Subdivisions 3 and 15 of the Plymouth City Code [RSF-1, SINGLE FAMILY DETACHED DWELLING DISTRICT 1 -- ACCESSORY USES] are amended as follows:

- Subd. 3. Administrative offices, meeting rooms, classrooms, and food preparation and service areas in private and public recreational facilities, ~~and~~ the uses of which are incidental and directly related to the primary use.
- Subd. 15. Roof-Mounted Solar Energy Systems, as regulated by Section ~~21173~~ 21174 of this Chapter.

Section 33. Amendment. Section 21355.07, Subd. 16 of the Plymouth City Code [RSF-1, SINGLE FAMILY DETACHED DWELLING DISTRICT 1 -- CONDITIONAL USES] is amended as follows:

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

Section 34. Amendment. Section 21355.11, Subd. 5 of the Plymouth City Code [RSF-1, SINGLE FAMILY DETACHED DWELLING DISTRICT 1 -- USES BY ADMINISTRATIVE PERMIT] is amended as follows:

Subd. 5. Ground-Mounted Solar Energy Systems, as regulated by Section-21173 21174 of this Chapter.

Section 35. Amendment. Section 21360.05, Subdivisions 3 and 15 of the Plymouth City Code [RSF-2, SINGLE FAMILY DETACHED DWELLING DISTRICT 2 -- ACCESSORY USES] are amended as follows:

Subd. 3. Administrative offices, meeting rooms, classrooms, and food preparation and service areas in private and public recreational facilities, ~~and~~ the uses of which are incidental and directly related to the primary use.

Subd. 15. Roof-Mounted Solar Energy Systems, as regulated by Section-21173 21174 of this Chapter.

Section 36. Amendment. Section 21360.07, Subd. 14 of the Plymouth City Code [RSF-2, SINGLE FAMILY DETACHED DWELLING DISTRICT 2 -- CONDITIONAL USES] is amended as follows:

Subd. 14. Wireless support structures for ~~sitting~~ siting of a small wireless facility in the public right-of-way.

Section 37. Amendment. Section 21360.11, Subd. 5 of the Plymouth City Code [RSF-2, SINGLE FAMILY DETACHED DWELLING DISTRICT 2 -- USES BY ADMINISTRATIVE PERMIT] is amended as follows:

Subd. 5. Ground-~~m~~Mounted Solar Energy Systems, as regulated by Section-21173 21174 of this Chapter.

Section 38. Amendment. Section 21365.05, Subdivisions 3 and 15 of the Plymouth City Code [RSF-3, SINGLE FAMILY DETACHED DWELLING DISTRICT 3 -- ACCESSORY USES] are amended as follows:

Subd. 3. Administrative offices, meeting rooms, classrooms, and food preparation and service areas in private and public recreational facilities, ~~and~~ the uses of which are incidental and directly related to the primary use.

Subd. 15. Roof-Mounted Solar Energy Systems, as regulated by Section-21173 21174 of this Chapter.

Section 39. Amendment. Section 21365.07, Subd. 13 of the Plymouth City Code [RSF-3, SINGLE FAMILY DETACHED DWELLING DISTRICT 3 -- CONDITIONAL USES] is amended as follows:

Subd. 13. Wireless support structures for ~~sitting~~-siting of a small wireless facility in the public right-of-way.

Section 40. Amendment. Section 21365.11, Subd. 4 of the Plymouth City Code [RSF-3, SINGLE FAMILY DETACHED DWELLING DISTRICT 3 -- USES BY ADMINISTRATIVE PERMIT] is amended as follows:

Subd. 4. Ground-Mounted Solar Energy Systems, as regulated by Section-~~21173~~ 21174 of this Chapter.

Section 41. Amendment. Section 21370.05, Subdivisions 3 and 15 of the Plymouth City Code [RSF-4, SINGLE AND TWO FAMILY DWELLING DISTRICT -- ACCESSORY USES] are amended as follows:

Subd. 3. Administrative offices, meeting rooms, classrooms, and food preparation and service areas in private and public recreational facilities, ~~and~~ the uses of which are incidental and directly related to the primary use.

Subd. 15. Roof-~~m~~Mounted Solar Energy Systems, as regulated by Section-~~21173~~ 21174 of this Chapter.

Section 42. Amendment. Section 21370.07, Subd. 14 of the Plymouth City Code [RSF-4, SINGLE AND TWO FAMILY DWELLING DISTRICT -- CONDITIONAL USES] is amended as follows:

Subd. 14. Wireless support structures for ~~sitting~~-siting of a small wireless facility in the public right-of-way.

Section 43. Amendment. Section 21370.11, Subd. 4 of the Plymouth City Code [RSF-4, SINGLE AND TWO FAMILY DWELLING DISTRICT -- USES BY ADMINISTRATIVE PERMIT] is amended as follows:

Subd. 4. Ground-Mounted Solar Energy Systems, as regulated by Section-~~21173~~ 21174 of this Chapter.



**Section 44. Amendment. Section 21375.05, Subdivisions 3 and 15 of the Plymouth City Code [RMF-1, MULTIPLE FAMILY DWELLING DISTRICT 1 -- ACCESSORY USES] are amended as follows:**

- Subd. 3. Administrative offices, meeting rooms, classrooms, and food preparation and service areas in private and public recreational facilities, ~~and~~ the uses of which are incidental and directly related to the primary use.
- Subd. 15. Roof-~~m~~M~~ounted~~ Solar Energy Systems, as regulated by Section-21173 21174 of this Chapter.

**Section 45. Amendment. Section 21375.11, Subd. 4 of the Plymouth City Code [RMF-1, MULTIPLE FAMILY DWELLING DISTRICT 1 -- USES BY ADMINISTRATIVE PERMIT] is amended as follows:**

- Subd. 4. Ground-~~m~~M~~ounted~~ Solar Energy Systems, as regulated by Section-21173 21174 of this Chapter.

**Section 46. Amendment. Section 21380.05, Subdivisions 3 and 14 of the Plymouth City Code [RMF-2, MULTIPLE FAMILY DWELLING DISTRICT 2 -- ACCESSORY USES] are amended as follows:**

- Subd. 3. Administrative offices, meeting rooms, classrooms, and food preparation and service areas in private and public recreational facilities, ~~and~~ the uses of which are incidental and directly related to the primary use.
- Subd. 15. Roof-~~m~~M~~ounted~~ Solar Energy Systems, as regulated by Section-21173 21174 of this Chapter.

**Section 47. Amendment. Section 21380.11, Subd. 4 of the Plymouth City Code [RMF-2, MULTIPLE FAMILY DWELLING DISTRICT 2 -- USES BY ADMINISTRATIVE PERMIT] is amended as follows:**

- Subd. 4. Ground-Mounted Solar Energy Systems, as regulated by Section-21173 21174 of this Chapter.

**Section 48. Amendment. Section 21385.05, Subdivisions 3 and 14 of the Plymouth City Code [RMF-3, MULTIPLE FAMILY DWELLING DISTRICT 3 -- ACCESSORY USES] are amended as follows:**

- Subd. 3. Administrative offices, meeting rooms, classrooms, and food preparation and service areas in private and public recreational facilities, ~~and~~ the uses of which are incidental and directly related to the primary use.
- Subd. 14. Roof-~~m~~M~~ounted~~ Solar Energy Systems, as regulated by Section-21173 21174 of this Chapter.

Section 49. Amendment. Section 21385.11, Subd. 4 of the Plymouth City Code [RMF-3, MULTIPLE FAMILY DWELLING DISTRICT 3 -- USES BY ADMINISTRATIVE PERMIT] is amended as follows:

Subd. 4. Ground-~~m~~Mounted Solar Energy Systems, as regulated by Section-~~21173~~ 21174 of this Chapter.

Section 50. Amendment. Section 21390.05, Subdivisions 3 and 14 of the Plymouth City Code [RMF-4, MULTIPLE FAMILY DWELLING DISTRICT 4 -- ACCESSORY USES] are amended as follows:

Subd. 3. Administrative offices, meeting rooms, classrooms, and food preparation and service areas in private and public recreational facilities, ~~and~~ the uses of which are incidental and directly related to the primary use.

Subd. 14. Roof-~~m~~Mounted Solar Energy Systems, as regulated by Section-~~21173~~ 21174 of this Chapter.

Section 51. Amendment. Section 21390.11, Subd. 4 of the Plymouth City Code [RMF-4, MULTIPLE FAMILY DWELLING DISTRICT 4 -- USES BY ADMINISTRATIVE PERMIT] is amended as follows:

Subd. 4. Ground-Mounted Solar Energy Systems, as regulated by Section-~~21173~~ 21174 of this Chapter.

Section 52. Amendment. Section 21395.05, Subdivisions 3 and 12 of the Plymouth City Code [RMF-5, MULTIPLE FAMILY DWELLING DISTRICT 5 -- ACCESSORY USES] are amended as follows:

Subd. 3. Administrative offices, meeting rooms, classrooms, and food preparation and service areas, ~~and~~ the uses of which are incidental and directly related to the primary use.

Subd. 12. Roof-~~m~~Mounted Solar Energy Systems, as regulated by Section-~~21173~~ 21174 of this Chapter.

Section 53. Amendment. Section 21395.11, Subd. 4 of the Plymouth City Code [RMF-5, MULTIPLE FAMILY DWELLING DISTRICT 5 -- USES BY ADMINISTRATIVE PERMIT] is amended as follows:

Subd. 4. Ground-Mounted Solar Energy Systems, as regulated by Section-~~21173~~ 21174 of this Chapter.

Section 54. Amendment. Section 21450.05, new Subd. 4 of the Plymouth City Code [O, OFFICE DISTRICT -- ACCESSORY USES] is added as follows, and subsequent items shall be re-numbered accordingly:

Subd. 4. Lower-potency hemp edible (LPHE) products as accessory sales to an allowed retail use, as licensed by the State and registered with the City of Plymouth.

Section 55. Amendment. Section 21450.05, item to be re-numbered as Subd. 7 (shown as Subd. 6 prior to adoption of this ordinance) of the Plymouth City Code [O, OFFICE DISTRICT -- ACCESSORY USES] is amended as follows:

Subd. ~~6~~7. Roof-~~m~~Mounted Solar Energy Systems, as regulated by Section-21173 21174 of this Chapter.

Section 56. Amendment. Section 21450.09, Subd. 1 of the Plymouth City Code [O, OFFICE DISTRICT -- INTERIM USES] is amended as follows:

Subd. 1. Temporary classroom structures for use by public or private schoolss.

Section 57. Amendment. Section 21450.11, Subd. 4 of the Plymouth City Code [O, OFFICE DISTRICT -- USES BY ADMINISTRATIVE PERMIT] is amended as follows:

Subd. 4. Ground-Mounted Solar Energy Systems, as regulated by Section-21173 21174 of this Chapter.

Section 58. Amendment. Section 21455 of the Plymouth City Code [C-1, CONVENIENCE COMMERCIAL DISTRICT] is deleted in its entirety, and replaced with "REPEALED" as follows:

SECTION 21455. – REPEALED (former C-1, convenience commercial district)

Section 59. Amendment. Section 21460.05, new Subd. 5 of the Plymouth City Code [C-2, NEIGHBORHOOD COMMERCIAL DISTRICT -- ACCESSORY USES] is added as follows, and subsequent items shall be re-numbered accordingly:

Subd. 5. Lower-potency hemp edible (LPHE) products as accessory sales to an allowed retail use, as licensed by the State and registered with the City of Plymouth.

Section 60. Amendment. Section 21460.05, item to be re-numbered as Subd. 8 (shown as Subd. 7 prior to adoption of this ordinance) of the Plymouth City Code [C-2, NEIGHBORHOOD COMMERCIAL DISTRICT -- ACCESSORY USES] is amended as follows:

Subd. ~~78~~. Roof-Mounted Solar Energy Systems, as regulated by Section-~~21173~~ 21174 of this Chapter.

Section 61. Amendment. Section 21460.11, Subd. 4 of the Plymouth City Code [C-2, NEIGHBORHOOD COMMERCIAL DISTRICT -- USES BY ADMINISTRATIVE PERMIT] is amended as follows:

Subd. 4. Ground-Mounted Solar Energy Systems, as regulated by Section-~~21173~~ 21174 of this Chapter.

Section 62. Amendment. Section 21465.05, new Subd. 5 of the Plymouth City Code [C-3, HIGHWAY COMMERCIAL DISTRICT -- ACCESSORY USES] is added as follows, and subsequent items shall be re-numbered accordingly:

Subd. 5. Lower-potency hemp edible (LPHE) products as accessory sales to an allowed retail use, as licensed by the State and registered with the City of Plymouth.

Section 63. Amendment. Section 21465.05, item to be re-numbered as Subd. 8 (shown as Subd. 7 prior to adoption of this ordinance) of the Plymouth City Code [C-3, HIGHWAY COMMERCIAL DISTRICT -- ACCESSORY USES] is amended as follows:

Subd. ~~78~~. Roof-Mounted Solar Energy Systems, as regulated by Section-~~21173~~ 21174 of this Chapter.

Section 64. Amendment. Section 21465.11, Subd. 4 of the Plymouth City Code [C-3, HIGHWAY COMMERCIAL DISTRICT -- USES BY ADMINISTRATIVE PERMIT] is amended as follows:

Subd. 4. Ground-Mounted Solar Energy Systems, as regulated by Section-~~21173~~ 21174 of this Chapter.

Section 65. Amendment. Section 21470.05, new Subd. 5 of the Plymouth City Code [C-4, COMMUNITY COMMERCIAL DISTRICT -- ACCESSORY USES] is added as follows, and subsequent items shall be re-numbered accordingly:

Subd. 5. Lower-potency hemp edible (LPHE) products as accessory sales to an allowed retail use, as licensed by the State and registered with the City of Plymouth.

Section 66. Amendment. Section 21470.05, item to be re-numbered as Subd. 8 (shown as Subd. 7 prior to adoption of this ordinance) of the Plymouth City Code [C-4, COMMUNITY COMMERCIAL DISTRICT -- ACCESSORY USES] is amended as follows:

Subd. ~~78~~. Roof-Mounted Solar Energy Systems, as regulated by Section-~~21173~~ 21174 of this Chapter.

Section 67. Amendment. Section 21470.11, Subd. 4 of the Plymouth City Code [C-4, COMMUNITY COMMERCIAL DISTRICT -- USES BY ADMINISTRATIVE PERMIT] is amended as follows:

Subd. 4. Ground-Mounted Solar Energy Systems, as regulated by Section-~~21173~~ 21174 of this Chapter.

Section 68. Amendment. The “Other (Accessory Only)” section of “Table 21475-A: Use Matrix” of Section 21475.04 of the Plymouth City Code [CC, CITY CENTER DISTRICT -- ALLOWED USES] is amended as follows:

| <b>Other (Accessory Only)</b>                                                                                                                                    |          |                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------------|
| Antennas                                                                                                                                                         | C        | §21175, §21015                  |
| Electric Vehicle Supply Equipment                                                                                                                                | P        | §21120.02 (Subd. 10)            |
| Essential Services                                                                                                                                               | AP       | §21475.07 (Subd. 4)             |
| Fences                                                                                                                                                           | P        | §21130                          |
| <u>Lower-potency hemp edible (LPHE) products as accessory sales to an allowed retail use, as licensed by the State and registered with the City of Plymouth.</u> | <u>P</u> | <u>§21194</u>                   |
| Radio and Television Stations                                                                                                                                    | X        |                                 |
| Roof- <del>m</del> M Mounted Solar Energy Systems                                                                                                                | P        | <u><del>§21173</del> §21174</u> |
| Signs                                                                                                                                                            | P        | §21155                          |

Section 69. Amendment. Section 21550.05, new Subd. 5 of the Plymouth City Code [C-5, COMMERCIAL/INDUSTRIAL DISTRICT -- ACCESSORY USES] is added as follows, and subsequent items shall be re-numbered accordingly:

Subd. 5. Lower-potency hemp edible (LPHE) products as accessory sales to an allowed retail use, as licensed by the State and registered with the City of Plymouth.

Section 70. Amendment. Section 21550.05, item to be re-numbered as Subd. 8 (shown as Subd. 7 prior to adoption of this ordinance) of the Plymouth City Code [C-5, COMMERCIAL/INDUSTRIAL DISTRICT -- ACCESSORY USES] is amended as follows:

Subd. ~~78~~. Roof-Mounted Solar Energy Systems, as regulated by Section-~~21173~~ 21174 of this Chapter.

**Section 71. Amendment.** Section 21550.11, Subd. 4 of the Plymouth City Code [C-5, COMMERCIAL/INDUSTRIAL DISTRICT -- USES BY ADMINISTRATIVE PERMIT] is amended as follows:

Subd. 4. Ground-Mounted Solar Energy Systems, as regulated by ~~Section 21173~~ 21174 of this Chapter.

**Section 72. Amendment.** Section 21555.03 of the Plymouth City Code [B-C, BUSINESS CAMPUS DISTRICT -- PERMITTED USES] is amended as follows:

**21555.03. - Permitted Uses.**

Subject to applicable provisions of this Chapter, the following are permitted uses within the B-C District:

Subd. 1. Banks, credit unions and other financial institutions (excluding currency exchanges) with or without drive up tellers. (Drive up teller service is regulated by Section 21120.04, Subd. 3 of this Chapter.)

~~Subd. 2.~~ Brewpub restaurants.

Subd. ~~23.~~ Conference centers.

Subd. ~~34.~~ Copy/printing services (excludes printing presses and publishing facilities).

~~Subd. 5.~~ Dining restaurants.

Subd. ~~46.~~ Essential services not including structures, except those requiring administrative permits or conditional use permits pursuant to Section 21160 of this Chapter.

Subd. ~~57.~~ Governmental and public utility buildings and structures, including public works type facilities, excluding outdoor storage.

Subd. ~~68.~~ Laboratories.

Subd. ~~79.~~ Offices, administrative/commercial.

Subd. ~~810.~~ Offices/clinics for medical, dental, or chiropractic services.

Subd. ~~911.~~ Radio and television stations.

Subd. ~~1012.~~ Reception halls/event centers, with or without catering services.

Subd. ~~1113.~~ Religious institutions such as churches, chapels, temples, synagogues, mosques limited to worship and directly related social events.

Subd. ~~1214.~~ Sexually oriented businesses - accessory (as regulated by Section 21195 of this Chapter.

Subd. ~~13~~15. Sports and fitness clubs.

Subd. ~~14~~16. Trade schools.

Subd. ~~15~~17. Tutoring/learning centers.

Subd. ~~16~~18. Wholesale showrooms.

Section 73. Amendment. Section 21555.05, new Subd. 5 of the Plymouth City Code [B-C, BUSINESS CAMPUS DISTRICT -- ACCESSORY USES] is added as follows, and subsequent items shall be re-numbered accordingly:

Subd. 5. Lower-potency hemp edible (LPHE) products as accessory sales to an allowed retail use, as licensed by the State and registered with the City of Plymouth.

Section 74. Amendment. Section 21555.05, item to be re-numbered as Subd. 9 (shown as Subd. 8 prior to adoption of this ordinance) of the Plymouth City Code [B-C, BUSINESS CAMPUS DISTRICT -- ACCESSORY USES] is amended as follows:

Subd. ~~8~~9. Roof-Mounted Solar Energy Systems, as regulated by Section ~~21173~~ 21174 of this Chapter.

Section 75. Amendment. Section 21555.07 of the Plymouth City Code [B-C, BUSINESS CAMPUS DISTRICT -- CONDITIONAL USES] is amended as follows:

**21555.07. - Conditional Uses.**

Subject to applicable provisions of this Chapter, the following are conditional uses in the B-C 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 Sections 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. Brewpub restaurants not exceeding 15 percent of the total gross floor area of the building in which it is located, provided that no drive-through window service shall be provided.~~

Subd. ~~3~~2. Buildings in excess of height limitations as specified in Section 21555.13 of this Chapter, provided that:

- (a) For each additional five feet in height above the maximum building height specified in this district, the front and side yard setback requirements shall be increased by one foot.
- (b) The construction does not limit solar access to abutting and/or neighboring properties.

Subd. ~~43~~. Corporate Lodging.

Subd. ~~54~~. Day care facilities as a principal or accessory use, provided that the use complies with [Section 21150](#) of this Chapter.

~~Subd. 6. Dining restaurants not exceeding 15 percent of the gross floor area of the building in which it is located, provided that no drive-through window service shall be included.~~

Subd. ~~75~~. Entertainment, live; in association with a restaurant.

Subd. ~~86~~. Essential services requiring a conditional use permit pursuant to [Section 21160](#) of this Chapter.

Subd. ~~97~~. 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, provided that equipment is completely enclosed in a permanent structure with no outside storage.

Subd. ~~108~~. Extended stay hotels provided that more than 50 percent of the rooms shall have cooking facilities.

Subd. ~~119~~. Helistops, as regulated by [Section 21193](#) of this Chapter.

Subd. ~~1210~~. High technology industrial uses provided that:

- (a) All activities and storage of equipment and materials take place completely within the principal building.
- (b) The use does not create negative impacts on surrounding uses due to odors, smoke, dust, noise or vibration.

Subd. ~~1311~~. Hotels ~~provided that the facility provides that include a dining~~ restaurant ~~open to the public and food service with optional on-sale liquor.~~

Subd. ~~1412~~. Manufacturing, compounding, assembly, packaging, warehousing (excluding explosives and hazardous waste), or treatment of merchandise or commodities as an accessory use provided that:

- (a) The use is accessory to an allowable use within this district.
- (b) No outside storage is associated with the use.



- (c) The area devoted to the accessory use shall not exceed 40 percent of the gross leased floor area.

Subd. ~~15~~13. Retail commercial activities, personal services and food service (cafeteria, delicatessen, coffee house) as an accessory use provided that:

- (a) 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.
- (b) The activity is located within a structure whose principal use is not commercial sales.
- (c) All such activities are conducted in a clearly defined area of the principal building reserved exclusively for such use. Said area must be physically segregated from other principal activities in the building.
- (d) The area devoted to such activity shall not occupy more than 15 percent of the gross floor area of the building.
- (e) Hours of operation are limited to 6:00 a.m. to 10:00 p.m. unless specifically modified by the City Council.
- (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.

Section 76. Amendment. Section 21555.11, Subd. 4 of the Plymouth City Code [B-C, BUSINESS CAMPUS DISTRICT -- USES BY ADMINISTRATIVE PERMIT] is amended as follows:

Subd. 4. Ground-Mounted Solar Energy Systems, as regulated by Section-21173 21174 of this Chapter.

Section 77. Amendment. Section 21560.03, Subd. 19 of the Plymouth City Code [I-1, LIGHT INDUSTRIAL DISTRICT -- PERMITTED USES] is amended as follows:

Subd. 19. Showrooms for flooring (carpet, wood, etc.) and/or for Stone-stone and tile ~~showrooms~~.

Section 78. Amendment. Section 21560.05, new Subd. 5 of the Plymouth City Code [I-1, LIGHT INDUSTRIAL DISTRICT -- ACCESSORY USES] is added as follows, and subsequent items shall be re-numbered accordingly:

Subd. 5. Lower-potency hemp edible (LPHE) products as accessory sales to an allowed retail use, as licensed by the State and registered with the City of Plymouth.

Section 79. Amendment. Section 21560.05, item to be re-numbered as Subd. 9 (shown as Subd. 8 prior to adoption of this ordinance) of the Plymouth City Code [I-1, LIGHT INDUSTRIAL DISTRICT -- ACCESSORY USES] is amended as follows:

Subd. ~~89~~. Roof-Mounted Solar Energy Systems, as regulated by Section-21173 21174 of this Chapter.

Section 80. Amendment. Section 21560.11, Subdivisions 3 and 5 of the Plymouth City Code [I-1, LIGHT INDUSTRIAL DISTRICT -- USES BY ADMINISTRATIVE PERMIT] are amended as follows:

Subd. 3. Commercial recreation, indoor, provided there would be sufficient parking as determined by Zoning Administrator.

Subd. 5. Ground-~~m~~Mounted Solar Energy Systems, as regulated by Section-21173 21174 of this Chapter.

Section 81. Amendment. Section 21560.11, new Subd. 11 of the Plymouth City Code [I-1, LIGHT INDUSTRIAL DISTRICT -- USES BY ADMINISTRATIVE PERMIT] is added as follows, and subsequent items shall be re-numbered accordingly:

Subd. 11. Shooting ranges, indoor, involving firearms, provided there would be sufficient parking as determined by the Zoning Administrator.

Section 82. Amendment. Section 21565.03, Subd. 22 of the Plymouth City Code [I-2, GENERAL INDUSTRIAL DISTRICT -- PERMITTED USES] is amended as follows:

Subd. 22. Showrooms for flooring (carpet, wood, etc.) and/or for Stone-stone and tile ~~showrooms~~.

Section 83. Amendment. Section 21565.05, new Subd. 5 of the Plymouth City Code [I-2, GENERAL INDUSTRIAL DISTRICT -- ACCESSORY USES] is added as follows, and subsequent items shall be re-numbered accordingly:

Subd. 5. Lower-potency hemp edible (LPHE) products as accessory sales to an allowed retail use, as licensed by the State and registered with the City of Plymouth.

Section 84. Amendment. Section 21565.05, item to be re-numbered as Subd. 9 (shown as Subd. 8 prior to adoption of this ordinance) of the Plymouth City Code [I-2, GENERAL INDUSTRIAL DISTRICT -- ACCESSORY USES] is amended as follows:

Subd. ~~89~~. Roof-Mounted Solar Energy Systems, as regulated by Section-21173 21174 of this Chapter.

Section 85. Amendment. Section 21565.07, Subd. 7 of the Plymouth City Code [I-2, GENERAL INDUSTRIAL DISTRICT -- CONDITIONAL USES] is deleted as follows, and subsequent items shall be re-numbered accordingly:

~~Subd. 7. Commercial recreation, indoor (e.g., bowling alleys, roller rinks).~~

Section 86. Amendment. Section 21565.11, new Subd. 3 of the Plymouth City Code [I-2, GENERAL INDUSTRIAL DISTRICT -- USES BY ADMINISTRATIVE PERMIT] is added as follows, and subsequent items shall be re-numbered accordingly:

Subd. 3. Commercial recreation, indoor, provided there would be sufficient parking as determined by the Zoning Administrator.

Section 87. Amendment. Section 21565.11, item to be re-numbered as Subd. 5 (shown as Subd. 4 prior to adoption of this ordinance) of the Plymouth City Code [I-2, GENERAL INDUSTRIAL DISTRICT -- USES BY ADMINISTRATIVE PERMIT] is amended as follows:

Subd. ~~4~~5. Ground-Mounted Solar Energy Systems, as regulated by Section-~~21173~~ 21174 of this Chapter.

Section 88. Amendment. Section 21565.11, new Subd. 10 (per re-numbering by Section 86 above) of the Plymouth City Code [I-2, GENERAL INDUSTRIAL DISTRICT -- USES BY ADMINISTRATIVE PERMIT] is added as follows, and subsequent items shall be re-numbered accordingly:

Subd. 10. Shooting ranges, indoor, involving firearms, provided there would be sufficient parking as determined by the Zoning Administrator.

Section 89. Amendment. Section 21570.07, new Subd. 5 of the Plymouth City Code [I-3, HEAVY INDUSTRIAL DISTRICT -- ACCESSORY USES] is added as follows, and subsequent items shall be re-numbered accordingly:

Subd. 5. Lower-potency hemp edible (LPHE) products as accessory sales to an allowed retail use, as licensed by the State and registered with the City of Plymouth.

Section 90. Amendment. Section 21570.07, item to be re-numbered as Subd. 9 (shown as Subd. 8 prior to adoption of this ordinance) of the Plymouth City Code [I-3, HEAVY INDUSTRIAL DISTRICT -- ACCESSORY USES] is amended as follows:

Subd. ~~8~~9. Roof-Mounted Solar Energy Systems, as regulated by Section-~~21173~~ 21174 of this Chapter.

Section 91. Amendment. Section 21570.09, Subd. 7 of the Plymouth City Code [I-3, HEAVY INDUSTRIAL DISTRICT -- CONDITIONAL USES] is deleted as follows, and subsequent items shall be re-numbered accordingly:

~~Subd. 7. Commercial recreation, indoor (e.g., bowling alleys, roller rinks).~~

Section 92. Amendment. Section 21570.13, new Subd. 3 of the Plymouth City Code [I-3, HEAVY INDUSTRIAL DISTRICT -- USES BY ADMINISTRATIVE PERMIT] is added as follows, and subsequent items shall be re-numbered accordingly:

Subd. 3. Commercial recreation, indoor, provided there would be sufficient parking as determined by the Zoning Administrator.

Section 93. Amendment. Section 21570.13, item to be re-numbered as Subd. 5 (shown as Subd. 4 prior to adoption of this ordinance) of the Plymouth City Code [I-3, HEAVY INDUSTRIAL DISTRICT -- USES BY ADMINISTRATIVE PERMIT] is amended as follows:

Subd. ~~4~~5. Ground-Mounted Solar Energy Systems, as regulated by Section-~~21173~~ 21174 of this Chapter.

Section 94. Amendment. Section 21650.03, Subd. 4 of the Plymouth City Code [P-I, PUBLIC/INSTITUTIONAL DISTRICT -- PERMITTED USES] is amended as follows:

Subd. 4. Governmental and public utility (essential service) buildings, ~~and~~ structures and uses, including public works ~~type~~ facilities, excluding outdoor storage except as may otherwise be addressed and regulated by this Chapter.

Section 95. Amendment. Section 21650.05, Subd. 9 of the Plymouth City Code [P-I, PUBLIC/INSTITUTIONAL DISTRICT -- ACCESSORY USES] is amended as follows:

Subd. 9. Roof-Mounted Solar Energy Systems, as regulated by Section-~~21173~~ 21174 of this Chapter.

Section 96. Amendment. Section 21650.11, Subd. 4 of the Plymouth City Code [P-I, PUBLIC/INSTITUTIONAL DISTRICT -- USES BY ADMINISTRATIVE PERMIT] is amended as follows:

Subd. 4. Ground-Mounted Solar Energy Systems, as regulated by Section-~~21173~~ 21174 of this Chapter.

Section 97. Amendment. Section 21655 of the Plymouth City Code [PUD, PLANNED UNIT DEVELOPMENT DISTRICT] is amended as follows:

**SECTION 21655. - PUD, PLANNED UNIT DEVELOPMENT DISTRICT**

**21655.01. - Purpose and Intent.**

The purpose of the Planned Unit Development District (PUD) is to provide a comprehensive procedure intended to allow greater flexibility in the development of neighborhoods or non-residential areas than would be possible under a conventional zoning district. The decision to zone property to PUD is a public policy decision for the City Council to make in its legislative capacity. The intent of this section is to:

- Subd. 1. Provide for the establishment of Planned Unit Development (PUD) zoning districts in appropriate settings and situations, to create or maintain a development pattern that complies with the City's Comprehensive Plan.
- Subd. 2. Allow for the mixing of land uses within a development when such mixing of land uses could not otherwise be accomplished under this Chapter.
- Subd. 3. Provide for variations to the strict application of the land use regulations in this Chapter in order to improve site design and operation, while at the same time incorporating design elements (e.g., construction materials, landscaping, lighting, etc.) that exceed the City's standards to offset the effect of any variations.
- Subd. 4. Promote a more creative and efficient approach to land use within the City, while at the same time protecting and promoting the health, safety, comfort, aesthetics, economic viability, and general welfare of the City.
- Subd. 5. Preserve and enhance natural features and open spaces.
- Subd. 6. Maintain or improve the efficiency of public streets and utilities.
- Subd. 7. Ensure the establishment of appropriate transitions between differing land uses.
- Subd. 8. Provide for the maintenance of, and an amendment procedure for, those planned unit developments listed in Section 21100.02 Subd. 2(b) of this Chapter.

**21655.02. - Uses.**

All permitted uses, permitted accessory uses, conditional uses, interim uses, and uses allowed by administrative permit contained in Sections 21350 through 21650 of this Chapter shall be treated as potentially allowable uses within a PUD District, provided they would be allowable on the site under the City's Comprehensive Plan.

**21655.03. - Setbacks, Lot Area, and Building Height.**

The various setback, lot area, and height regulations of the most closely related conventional zoning district shall be considered presumptively appropriate, but may be departed from to accomplish the purposes described in Section 21655.01.

**21655.04. - Integrated Design.**

A PUD shall consist of a harmonious arrangement and selection of land uses in groupings of buildings that are planned and designed as an integrated unit. The integrated design shall include elements such as building orientation and materials, utilities, parking areas, traffic and pedestrian circulation, and open spaces.

**21655.05. - Pre-Application Sketch Review.**

Prior to the filing of a PUD general plan application, the applicant may submit a sketch of the project to the Zoning Administrator. The sketch will be reviewed in accordance with Section 21045.03 of this Chapter.

**21655.06. - General Plan.**

A PUD general plan is a plan and supportive text depicting general land use, circulation, open space, utilities, etc., for parcels of land within a PUD.

Subd. 1. Application Procedure: PUD zoning applications shall be processed according to the evaluation criteria and procedures outlined in Section 21010.01 of this Chapter. The general plan shall be accompanied by a fee and a cash escrow as set forth in the City Code. Costs of City time and materials expended in reviewing and processing the general plan application shall be charged against the cash escrow account and credited to the City. If, at any time, the balance in the cash escrow account is depleted to less than ten percent of the originally required cash escrow amount, the applicant shall deposit additional funds in the cash escrow account as determined by the Zoning Administrator. Any balance remaining in the cash escrow account upon completion of the general plan review process shall be returned to the applicant after all claims and charges thereto have been deducted.

Subd. 2. Information Requirement:

- (a) The information required for all PUD general plan applications shall be as specified in Section 21045.07 of this Chapter.
- (b) The Zoning Administrator, Planning Commission, and/or City Council may excuse an applicant from submitting any specific item of information or document required by

this section which it finds to be unnecessary to the consideration of the specific PUD being considered.

- Subd. 3. Zoning Enactment: A rezoning of a parcel of land to PUD shall not become effective until such time as the City Council approves an ordinance reflecting said amendment, which shall take place at the time the City Council approves the general plan.

#### **21655.07. - Final Plan.**

After approval of the general plan, the applicant may apply for final plan approval for all or a portion of the PUD. The final plan shall be accompanied by a fee as set forth in the City Code. The applicant shall submit the following material for review by and approval of the Zoning Administrator prior to issuance of any building permit(s).

- Subd. 1. If the PUD will be developed in different phases, the applicant shall submit a phasing plan for construction of the various elements of the entire PUD.
- Subd. 2. Development plans in final form, based on the approved general plan, covering that portion of the PUD where building permits will be requested under the phasing plan.
- Subd. 3. Proof of recording any easements and restrictive covenants prior to sale of any land or dwelling unit within the PUD and of the establishment and activation of any entity that is to be responsible for the management and maintenance of any public or common open space or service facility.
- Subd. 4. All certificates, seals and signatures required for the dedication of land and recording of documents.
- Subd. 5. Any other plans, agreements or specifications necessary for the Zoning Administrator to review the proposed final plan.
- Subd. 6. Single-family developments and PUD districts approved for only one building shall be exempt from the requirement for a PUD final plan.

#### **21655.08. - Periodic PUD Review.**

The City Council may require periodic review of a PUD as a condition to approval of a PUD General Plan ~~in order~~ to ensure compliance with the conditions of the PUD. At such time the City Council may, at its discretion, choose to take additional testimony on the PUD.

#### **21655.09. - Plan Modification/Amendment of A PUD.**

- Subd. 1. **Amendment for existing single- and two-family PUDs.** Amendments for existing single- and two-family PUDs shall follow the same review procedure as established for a major variance, as set forth in Section 21030.04, Subd. 2(b) of this Chapter.
- Subd. 2. **Minor Plan Modification/Amendment.** Plan modifications/amendments qualifying as minor as defined by Section 21045.08, Subd. 1 of this Chapter, shall be processed pursuant to that section.
- Subd. 3. **Major Modification/Amendment.** The same review procedure shall be followed for a major modification/amendment of a PUD as was followed with respect to the PUD general plan, as outlined in Section 21655.06 of this Chapter.

#### **21655.10. - General Requirements.**

- Subd. 1. **Records.** The Zoning Administrator shall maintain a record of all PUD zones approved by the City, including all pertinent project plans, any conditions imposed on a project by the City Council, and such other information as the Zoning Administrator may deem appropriate.
- Subd. 2. **Withdrawal of an Application.** Any application under this section may be withdrawn by an applicant without prejudice at any time prior to final City Council action thereon.
- Subd. 3. **Platting of a PUD.** In the event that a PUD is to be subdivided into lots or parcels for the purpose of separate ownership, such PUD shall be platted under the platting procedures contained in the Plymouth Subdivision Ordinance and the related requirements of Hennepin County. The preliminary plat shall be processed in conjunction with the general plan as outlined in Section 21655.08. A separate action on the final plat shall be processed before the City Council prior to the approval of a Final Plan.
- Subd. 4. **Conveyance of Property Within a PUD.** In the event that any real property within an approved PUD is conveyed in total or in part, the buyer(s) thereof shall be bound by all provisions of the PUD and the general plan for that project. However, nothing in this Chapter shall be construed as to make such conveyed property non-conforming with regard to normal zoning standards as long as the conveyed property conforms with the approved PUD and the general plan for a project.
- Subd. 5. **Agreement/Financial Guarantee.** Following the approval of the general plan but prior to final plan approval, the applicant shall enter into an agreement with the City relating to the terms of the PUD, and shall also provide such financial guarantees as the City requires or deems necessary. Such agreement may take the form of: 1) a development contract; and/or 2) a Site Improvement Performance Agreement; and/or 3) another form of legally binding instrument as may be required by the City.
- Subd. 6. A PUD final plan shall expire one year from the date of its approval, unless: 1) the applicant commences the authorized use within that period; or 2) the applicant applies for an extension before the expiration of the one-year period. The request for extension shall state facts showing a good faith attempt to complete or commence the use permitted by the PUD final plan. A request for an extension not exceeding one (1) additional year shall be



subject to the review and approval of the Zoning Administrator. Should a second extension of time or any extension of time longer than one (1) additional year be requested by the applicant, it shall be presented to the City Council for a decision.

#### **21655.105. - Reference to Pre-Existing PUDS.**

Planned Unit Developments that pre-date the adoption of this Chapter but remain in force are addressed in Section 21100.02, Subd. 2 of this Chapter.

#### **21655.11. - PUD 81-1 (Northwest Business Campus).**

Amendment for ~~Lot 1, Block 2, Northwest Business Campus 4<sup>th</sup> Addition~~ Red Robin Restaurant and others:

Subd. 1. ~~**Location. Legal Description.**~~ The property affected by ~~the this~~ PUD amendment is located at the northeast corner of Highway 55 and Northwest Boulevard, and is legally described as ~~Lot 2 4, of~~ Block 1, NORTHWEST BUSINESS CAMPUS 14TH ADDITION ~~Northwest Business Campus 13<sup>th</sup> Addition and Lots 1—4, Block 1, Northwest Business Campus 14<sup>th</sup> Addition,~~ Hennepin County, Minnesota.

Subd. 2. Incorporated herein by reference are the ~~NW Business Center Campus PUD plans received by the City on December 20, 1996, and January 6, 1997, except as amended by City Council Resolution 97-78 on file in the Office of the Zoning Administrator under File 96155, together with the Red Robin PUD amendment plans received by the City on December 24, 2002 (to allow subdivision of subdivide~~ Lot 4, Block 1, Northwest Business Campus ~~14<sup>th</sup>-14th~~ Addition into two parcels for the development of ~~two~~ restaurant buildings) ~~at the northeast corner of State Highway 55 and Northwest Boulevard, except as amended as approved by City Council Resolution 2003-045 on file in the Office of the Zoning Administrator under File 2002152; , and together with the Starbucks/Jimmy John's PUD amendment plans (to allow a free-standing building with a restaurant and a coffee house with a drive-through) as amended approved by City Council Resolution 2005-249 for a PUD Amendment to allow a free-standing restaurant building with a restaurant and a coffee house with a drive-through on file in the Office of the Zoning Administrator under file File 2005039.~~

#### **21655.12. - Plymouth Technology Park PUD.**

Subd. 1. ~~**Location. Legal Description.**~~ This PUD is located north of Schmidt Lake Road along both sides of Cheshire Parkway, and is legally described as Lots 2 and 3 ~~of~~ Block 1, PLYMOUTH TECHNOLOGY PARK, Plymouth Technology Park, Hennepin County, Minnesota, and Lots 1, 2, and 3 ~~of~~ Block 1, PLYMOUTH TECHNOLOGY PARK 2ND ADDITION, Plymouth Technology Park 2<sup>nd</sup> Addition, Hennepin County, Minnesota.

Subd. 2. Incorporated herein by reference are the Plymouth Technology Park PUD plans ~~received by the City on February 28, 1997, except as amended~~ approved by City Council Resolution 97-214, on file in the Office of the Zoning Administrator under File 97003.

Subd. 3. **Allowable Uses.**

- (a) The uses allowed on Lot 2, Block 1, Plymouth Technology Park, and on Lots 1, 2, and 3, Block 1, Plymouth Technology Park 2nd Addition shall include any permitted, accessory, conditional, or interim uses allowed in the I-1 district. Such I-1 uses shall be considered "permitted" in this portion of the PUD, provided they comply with any conditions specified for such uses. Additionally, the uses listed as uses by administrative permit in the I-1 district shall be considered "administrative" in this portion of the PUD.
- (b) The uses allowed on Lot 3, Block 1, Plymouth Technology Park shall include any permitted, accessory, conditional, or interim uses allowed in the I-2 district. Such I-2 uses shall be considered "permitted" in this portion of the PUD, provided they comply with any conditions specified for such uses. Additionally, the uses listed as uses by administrative permit in the I-2 district shall be considered "administrative" in this portion of the PUD.

**21655.13. - Pike Lake Woods PUD.**

Subd. 1. ~~Location. Legal Description.~~ This PUD is located north of County Road 10 at Deerwood and Forestview Lanes, and is legally described as ~~Lots 1—6 Lots 1-6, of~~ Block 1, and Lot 1, ~~of~~ Block 2, PIKE LAKE WOODS, Pike Lake Woods, Hennepin County, Minnesota, and Lots 1—4 ~~Lots 1-4, of~~ Block 1, and ~~Lots 1—7 Lots 1-7, of~~ Block 2, PIKE LAKE WOODS 2ND ADDITION, Pike Lake Woods 2<sup>nd</sup> Addition, Hennepin County, Minnesota, and Lots 1—24 and Lots 1-24, of Block 1, and ~~Lots 1—4 Lots 1-4, of~~ Block 2, PIKE LAKE WOODS 3RD ADDITION, Pike Lake Woods 3<sup>rd</sup> Addition, Hennepin County, Minnesota.

Subd. 2. Incorporated herein by reference are the Pike Lake Woods PUD plans ~~received by the City on June 27, 1997, except as amended~~ approved by City Council Resolution 97-573, on file in the Office of the Zoning Administrator under File 97079; ~~together with and~~ the Pike Lake Woods 2<sup>nd</sup> Addition and Pike Lake Woods 3<sup>rd</sup> Addition PUD plans ~~received by the City on June 5, 1998, July 9, 1998 and July 31, 1998, except as amended~~ approved by City Council Resolution 98-543, on file in the Office of the Zoning Administrator under File 98108; ~~and~~ together with the revised impervious surface area calculations ~~received by the City on June 28, 1999, except as amended~~ approved by City Council Resolution 99-334, on file in the Office of the Zoning Administrator under File 99057.

Subd. 3. **Allowable Uses.**

- (a) The uses allowed on the residential property in Pike Lake Woods PUD shall include any permitted, accessory, conditional, or interim uses allowed in the RMF-1 district. Such RMF-1 uses shall be considered "permitted" in the residential portion of the PUD, provided they comply with any conditions specified for such uses. Additionally, the

uses listed as uses by administrative permit in the RMF-1 district shall be considered "administrative" in the residential portion of the PUD.

- (b) The uses allowed on the commercial property in the Pike Lake Woods PUD (Lot 1, Block 2, Pike Lake Woods) shall include any permitted, accessory, conditional, or interim uses allowed in the C-2 district. Such C-2 uses shall be considered "permitted" in the commercial portion of the PUD, provided they comply with any conditions specified for such uses. Additionally, the uses listed as uses by administrative permit in the C-2 district shall be considered "administrative" in the commercial portion of the PUD.

Subd. 4. **Development Standards.**

- (a) Development standards for the residential property shall be as specified in the RMF-1 zoning district, except that the side yard setback shall be six feet (regardless of the location of the garage).
- (b) Setback restrictions along the periphery of the commercial property (Lot 1, Block 2, Pike Lake Woods) are as follows:
  - (1) Front yard setback of 75 feet
  - (2) Side yard building setback of 75 feet
  - (3) Rear yard building setback of 75 feet
- (c) Other development standards shall be as indicated on the approved PUD ~~general plans~~ as cited in Subd. 2 above.

**21655.14. - The Plymouth Collection PUD.**

- Subd. 1. ~~Location. Legal Description.~~ This PUD is located at the northwest corner of Rockford Road and I-494 and is legally described as Lots 1—4 Lots 1-4, of Block 1, PLYMOUTH COLLECTION Plymouth Collection, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are ~~the~~ The Plymouth Collection PUD plans ~~received by the City on July 14, 1997, except as amended approved~~ by City Council Resolution 97-528, on file in the Office of the Zoning Administrator under File 97070; ~~Also incorporated herein by reference is together with~~ the Plymouth Collection master sign plan ~~received by the City on February 18, 1998, except as amended approved~~ by City Council Resolution 98-171, on file in the Office of the Zoning Administrator under File 98014.
- Subd. 3. **Allowable Uses.** The uses allowed in this PUD shall include any permitted, accessory, conditional, or interim uses allowed in the ~~C-1 and~~ C-2 districts. In addition, the following uses shall be allowed in the PUD provided they do not exceed 20,000 square feet in building area on an individual basis: 1) appliance and electronic stores; 2) book, office supply, and stationary stores; 3) car wash accessory to a convenience grocery market with

motor fuel sales; 4) drive-through restaurant; 5) dry cleaning including plant and accessory pressing and repair; 6) fabric/notions stores; 7) free-standing dining restaurant with liquor service; 8) furniture stores; 9) jewelry stores; 10) music stores; 11) sewing machine sales and service; and 12) toy stores. All the uses listed above shall be considered "permitted" in the PUD, provided they comply with any conditions specified for such uses. Additionally, the uses listed as uses by administrative permit in the ~~C-1 and~~ C-2 districts shall be considered "administrative" in the PUD.

- Subd. 4. **Development Standards.** Minimum development standards shall be as indicated on the approved PUD ~~General P~~plans cited in Subd. 2 above.

**21655.15. - PUD 83-1 (Parkers Lake).**

Amendment for ~~Shenandoah Woods Apartments; Outlet B, Parkers Lake North 5<sup>th</sup> Addition;~~

- Subd. 1. ~~Location. Legal Description.~~ The property affected by ~~the this~~ PUD Amendment is located at 2205 Shenandoah Lane North, and is legally described as Lot 1, of Block 1, SHENANDOAH APARTMENTS, Shenandoah Apartments, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are the Shenandoah Woods Apartments PUD amendment plans ~~received by the City on April 17, 1997 and June 6, 1997, except as amended approved~~ by City Council Resolution 97-465, on file in the Office of the Zoning Administrator under File 97047.
- Subd. 3. **Allowable Uses.** The allowable use is a 64-unit apartment building, along with the following accessory uses:
- (a) Keeping of animals subject to Section 21170 of the Chapter.
  - (b) Home occupations and home offices as regulated by Section 21145 of this Chapter.
  - (c) Play and recreational facilities, only accessory to an existing principal permitted use on the same lot and which are operated for the enjoyment and convenience of the residents of the principal use and their occasional guests, except as otherwise permitted.
  - (d) Radio and television receiving antennas including single satellite dish TVROs one meter or less in diameter, short-wave radio dispatching antennas, or those necessary for the operation of household electronic equipment including radio receivers, federal licensed amateur radio stations and television receivers, as regulated by Section 21175 of this Chapter.
- Subd. 4. **Development Standards.** Minimum development standards shall be indicated on the approved PUD ~~General Plan Amendment~~ plans cited in Subd. 2 above.

**21655.16. - PUD 83-1 (Parkers Lake).**

Amendment for ~~Lot 1, Block 1, Parkers Lake North 5<sup>th</sup> Addition~~ Alternative Living Services:

- Subd. 1. ~~**Location. Legal Description.**~~ The property affected by ~~the this~~ PUD ~~A~~ amendment is located at 15855 22nd Avenue North, and is legally described as Lot 1, of Block 1, PARKERS LAKE NORTH 5TH ADDITION ~~Parkers Lake North 5<sup>th</sup> Addition~~, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are the Alternative Living Services PUD amendment plans ~~received by the City on June 27, 1997, July 25, 1997 and August 6, 1997, except as amended approved~~ by City Council Resolution 97-493, on file in the Office of the Zoning Administrator under File 97094.
- Subd. 3. **Allowable Uses.** The allowable use ~~on Lot 1, Block 1,~~ is a 52-resident senior assisted living residence.
- Subd. 4. **Development Standards.** Minimum development standards shall be as indicated on the approved PUD ~~General Plan Amendment as plans~~ cited in Subd. 2. ~~Above~~ above.

**21655.17. - The Village at Bassett Creek PUD.**

- Subd. 1. ~~**Location. Legal Description.**~~ This PUD is located south of 10th Avenue at Revere Lane, and is currently legally described as follows: All lots and blocks, and Outlots C and D within the plat recorded at Hennepin County as THE VILLAGE AT BASSETT CREEK; and Lot 1 of Block 1, BASSETT CREEK OFFICE CENTRE, Hennepin County, Minnesota. Lots 1—13, Block 1; Lots 1—60, Block 2; Lot 1, Block 3; and Outlots A, B, C and D, the Village at Bassett Creek, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are the Village at Bassett Creek PUD plans ~~received by the City on August 4, 1997, except as amended approved~~ by City Council Resolution 97-517, on file in the Office of the Zoning Administrator under File 97080; ~~and together with~~ the plans revising the wetland buffer setback (to provide for cantilevered areas) ~~received by the City on January 15, 1999, except as amended approved~~ by City Council Resolution 99-120, on file in the Office of the Zoning Administrator under File 99004; ~~and~~ together with the plans ~~received by the City on May 22, 2007~~ for the commercial office development, ~~except as may be amended approved~~ by City Council Resolution 2007-299, on file in the Office of the Zoning Administrator under File 2006111; and together with the PUD amendment plans the Villas of Bass Creek PUD amendment and plans received by the City on August 25, 2023, with additional information on October 26, 2023, December 11, 2023, December 13, 2023, and December 22, 2023, except as may be amended for a mixed-use development in lieu of the commercial office development as approved by City Council Resolutions 2024-067, and 2024-069 on file in the Office of the Zoning Administrator under File 2023060.
- Subd. 3. **Allowable Uses.**
- (a) The uses allowed on Blocks ~~1—3-1 and 2, THE VILLAGE AT BASSETT CREEK~~ (the townhome site) ~~in the Village at Bassett Creek PUD~~ shall include any permitted, accessory, conditional, or interim uses allowed in the RMF-4 district. Such RMF-4 uses

shall be considered "permitted" in this portion of the PUD, provided they comply with any conditions specified for such uses. Additionally, the uses listed as uses by administrative permit in the RMF-4 district shall be considered "administrative" in this portion of the PUD.

- (b) The use allowed on Block 5-3, THE VILLAGE AT BASSETT CREEK (the senior apartment site) ~~in the Village of Bassett Creek PUD~~ is senior housing and related accessory uses. This use shall be considered "permitted" in this portion of the PUD, provided it complies with any conditions specified for such use. Additionally, the uses listed as uses by administrative permit in the RMF-4 district shall be considered "administrative" in this portion of the PUD.
- (c) The uses allowed on Lot 1, of Block 1, BASSETT CREEK OFFICE CENTRE (the mixed-use site) ~~in the Village of Bassett Creek PUD~~ shall include the following:
  - One five to six-story apartment building with 330-units and associated parking.
  - One 5,600 square foot retail building with additional 5,000 square feet of retail available in the apartment building. Any permitted, or accessory uses allowed in the C-3 district shall be considered "permitted" in this portion of the PUD. Additionally, the uses listed as uses by administrative permit in the C-3 district shall be considered "administrative" in this portion of the PUD.
  - 12 townhomes.

Subd. 4. **Development Standards.** ~~Development standards shall be as indicated on the PUD general plan approved by City Council Resolution 2024-069, on file in the office of the Zoning Administrator under file 2023060.~~

- (a) Development standards for Blocks 1—3-1 and 2, THE VILLAGE AT BASSETT CREEK (the ~~townhouse~~ townhome site) shall be as specified under the RMF-4 zoning district, except that upper level cantilevers may encroach one-foot four inches into the required wetland buffer setback for ~~Lots 1—12~~ Lots 1-12, Block 1 and ~~Lots 1—35~~ Lots 1-35, Block 2, pursuant to the PUD amendment under File 99004.
- (b) Development standards for Block 5-3, THE VILLAGE AT BASSETT CREEK (the senior apartment site) shall be as specified under the O zoning district.
- (c) Development standards for Lot 1 of Block 4-1, BASSETT CREEK OFFICE CENTRE (the ~~commercial office mixed-use~~ site) shall be as ~~specified under the O zoning district indicated on the approved PUD amendment plans under File 2023060, as cited in Subd. 2 above.~~

#### 21655.18. - PUD 91-1 (Seven Ponds North).

Amendment for Plymouth Station:



- Subd. 1. ~~Location. Legal Description. This~~ The property affected by this PUD amendment is located at the southeast corner of Highway 55 and County Road 24, and is legally described as Lots 1 and 2, of Block 1 and Outlot A, PLYMOUTH STATION ~~Plymouth Station Addition~~, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are the Plymouth Station PUD amendment plans ~~received by the City on August 1, 1997 and August 5, 1997, except as amended approved~~ by City Council Resolution 97-533, on file in the Office of the Zoning Administrator under File 96193; ~~together with~~ the Plymouth Station master sign plan ~~received by the City on March 6, 1998, March 11, 1998, and March 12, 1998, except as amended approved~~ by City Council Resolution 98-256, on file in the Office of the Zoning Administrator under File 97187; ~~together with~~ the revision to the sloped roof design standards ~~received by the City on April 17, 1998, except as amended approved~~ by City Council Resolution 98-308, on file in the Office of the Zoning Administrator under File 98065; ~~together with~~ the revision to the PUD general plan for the day care building ~~received by the City on July 21, 1999, except as amended approved~~ by City Council Resolution 99-386, on file in the Office of the Zoning Administrator under File 99077; ~~together with~~ the revision to the PUD general plan to extend the phasing plan ~~received by the City on March 31, 2000, except as amended as approved~~ by City Council Resolution 2000-251, on file in the Office of the Zoning Administrator under File 20042; ~~together with~~ the revision to Condition No. 7 of Resolution 97-533 allowing certain temporary outdoor events and sales, as ~~amended approved~~ by City Council Resolution 2004-249, on file in the Office of the Zoning Administrator under File 2004032; ~~together with~~ the revision to the PUD general plan to extend the construction deadline for a daycare building and revise the master sign plan ~~received by the City on June 30, 2006, as amended approved~~ by City Council Resolution 2006-359, on file in the Office of the Zoning Administrator under File 2006058; ~~together with~~ the revision to Condition No 4 of Resolution 97-533 allowing clothes sales not to exceed a total of 6,656 square feet as a permitted use, as ~~amended approved~~ by City Council Resolution 2011-198, on file in the Office of the Zoning Administrator under File 2011028; ~~together with~~ the revision to the PUD general plan to allow ~~the following for the Plymouth Station Auto Center: 1)~~ a building addition and ~~2)~~ installation of electronic elements within the existing monument sign, ~~for Plymouth Station Auto Center as amended approved~~ by City Council Resolution 2012-019, on file in the Office of the Zoning Administrator under File 2011072; ~~and together with~~ the revision to Condition No. 7 of Resolution 97-533 to allow outdoor display (permanent) of windshield washer fluid, firewood, and water softener salt at the gas station ~~site~~ located on Lot 2, of Block 1 upon issuance of an administrative permit, as ~~amended approved~~ by City Council Resolution ~~2021-18, 2021-314~~ on file in the Office of the Zoning Administrator under File 2021071, ~~and together with the revision to the PUD general plans to allow a drive-up ATM for the Plymouth Station Chase Bank as amended approved~~ by City Council Resolution 2022-139, on file in the Office of the Zoning Administrator under File 2021055; ~~the revision to the PUD general plan to allow a drive-up ATM for the Plymouth Station Chase Bank.~~
- Subd. 3. **Allowable Uses.** The allowable uses are any permitted, accessory, conditional or interim uses (except the interim use entitled seasonal farmer's market and produce sales, as outlined in Section 21460.09, Subd. 2 of the Zoning Ordinance) allowed in the ~~C-1 and C-2 Zoning Districts~~ and a grocery superstore not exceeding 65,000 square feet and a clothing store not to exceed 6,656 square feet. In addition, the following uses shall be

permitted in the PUD provided they do not exceed 10,000 square feet in building area on an individual basis: 1) appliance and electronic stores; 2) auto repair-minor; 3) book, office supply, and stationary stores; 4) car wash accessory to a convenience grocery market with motor fuel sales; 5) drive-through restaurant; 6) fabric/notions stores; 7) free-standing dining restaurant with liquor service; 8) jewelry stores; 9) music stores and 10) toy stores. All the uses listed above shall be considered as "permitted" uses in the PUD, provided they comply with all development standards and conditions for such uses under the most restrictive corresponding conventional zoning district. Temporary outdoor events and sales are allowable upon the granting of an administrative permit, provided they are limited to the sale of sporting goods items sold from a business in the PUD, produce, vegetables, flowers, plants and similar items and do not occur within the southerly 350 feet of the PUD, and that only one sales event shall occur at a time per property, and are in accordance with the regulations established in Section [21455.11](#), Subd. 8(c) of the Zoning Ordinance. Additionally, outdoor display (permanent) of windshield washer fluid, firewood, and water softener salt as an accessory use to the gas station on Lot 2 of Block 1 is allowable upon the granting of an administrative permit, provided the use complies with Section [21455.11](#), Subd. 5 of the Zoning Ordinance.

- Subd. 4. **Development Standards.** Minimum development standards shall be indicated on the approved PUD ~~General Plan Amendment as plans~~ cited in Subd. 2 above.

#### **21655.19. - Gramercy Park PUD.**

- Subd. 1. ~~Location. Legal Description. The~~ This PUD is located at 10400 45th Avenue North, and is legally described as Lot 1, of Block 1, Gramercy Park Plymouth, GRAMERCY PARK PLYMOUTH, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are the Gramercy Park PUD plans ~~received by the City on August 8, 1997, except as amended approved~~ by City Council Resolution 97-661, on file in the Office of the Zoning Administrator under File 97095.
- Subd. 3. **Allowable Uses.** The allowable use ~~on Outlet A~~ is a 56-unit senior co-op apartment building, along with the following accessory uses:
- (a) Keeping of animals subject to Section 21170 of the Chapter.
  - (b) Home occupations and home offices as regulated by Section 21145 of this Chapter.
  - (c) Play and recreational facilities, only accessory to an existing principal permitted use on the same lot and which are operated for the enjoyment and convenience of the residents of the principal use and their occasional guests, except as otherwise permitted.
  - (d) Radio and television receiving antennas including single satellite dish TVROs one meter or less in diameter, short-wave radio dispatching antennas, or those necessary for the operation of household electronic equipment including radio receivers, federal



licensed amateur radio stations and television receivers, as regulated by Section 21175 of this Chapter.

- Subd. 4. **Development Standards.** Minimum development standards shall be as indicated on the approved PUD ~~General Plan Amendment plans cited in Subd. 2 above.~~

**21655.20. - PUD 83-1 (Parkers Lake).**

Amendment for ~~Polaris Business Centre Outlot B, Parkers Lake Corporate Center 3<sup>rd</sup> Addition and Lot 1, Block 1, Parkers Lake Corporate Center 7<sup>th</sup> Addition:~~

- Subd. 1. ~~Location. Legal Description.~~ The property affected by ~~the this~~ PUD ~~A~~ amendment is located at 2355 Polaris Lane North, and is legally described as Lot 1, of Block 1, PARKERS LAKE CORPORATE CENTER 9TH ADDITION ~~Parkers Lake Corporate Center 9<sup>th</sup> Addition~~, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are the Polaris Business ~~Center~~ Centre PUD amendment plans received by the City on July 18, 1997 and August 19, 1997, except as amended approved by City Council Resolution 97-542A, on file in the Office of the Zoning Administrator under File 97108.
- Subd. 3. **Allowable Uses.** The allowable use on this parcel is a 51,000 square foot office/showroom building, along with the following accessory uses:
- (a) Off-street parking and off-street loading as regulated by [Section 21135](#) of the Zoning Ordinance.
  - (b) Radio and television receiving antennas including single satellite dish TVROs two meters or less in diameter, short-wave radio dispatching antennas, or those necessary for the operation of electronic equipment including radio receivers, federally licensed amateur radio stations and television receivers, as regulated by [Section 21175](#) of this Chapter.
- Subd. 4. **Development Standards.** Minimum development standards shall be as indicated on the approved PUD ~~General Plan Amendment plans cited in Subd. 2 above.~~

**21655.21. - PUD 95-5 (Plum Tree East).**

Amendment to the Plum Tree East PUD (AKA "Wyndemere Farms"):

- Subd. 1. ~~Location. Legal Description.~~ The property affected by ~~the this~~ PUD ~~A~~ amendment is located in the northeast quadrant of Old Rockford Road and Peony Lane, and is legally described as and includes all lots, blocks, and outlots within the plats recorded as PLUM TREE EAST and PLUM TREE EAST 2ND through 8TH ADDITIONS, Hennepin County, Minnesota ~~referenced in Resolution 98-190, on file in the Office of the Zoning Administrator under file 98003.~~

Subd. 2. Incorporated herein by reference are the Plum Tree East PUD amendment plans ~~received by the City on January 30, 1998, except as amended approved~~ by City Council Resolution 98-190, on file in the Office of the Zoning Administrator under File 98003, ~~and together with the revised~~ plans indicating the decorative entrance fencing ~~received by the City on December 15, 1999, except as amended approved~~ by City Council Resolution 2000-111, on file in the Office of Zoning Administrator under File 99133.

Subd. 3. **Allowable Uses.** The amended portion of the PUD (excluding the Plum Tree East Addition) allows development of 164 single-family homes. The permitted, accessory, conditional or interim uses allowed in this PUD shall be any permitted, accessory, conditional or interim uses allowed in the RSF-1 (~~S~~single ~~F~~family ~~D~~detached 1) district, subject to the same standards and restrictions of the RSF-1 district, except as specified in Subd. 4 below.

Subd. 4. **Development Standards.** Minimum development standards shall be as follows:

(a) Setback requirements:

~~--~~25-foot front yard setback

~~--~~9-foot side yard setback to living side

~~--~~6-foot side yard setback to garage side (regardless of living space behind garage)

~~--~~20-foot rear setback

~~--~~15-foot side yard wetland setback

~~--~~25-foot rear yard wetland setback

~~--~~50-foot setback to Peony Lane

~~--~~20-foot setback to the Soo Line Railroad right-of-way

(b) Lot area and width standards shall be as indicated on the approved PUD ~~General Plan Amendment, as plans~~ cited in Subd. 2 above.

#### **21655.22. - Cornerstone Commons PUD.**

Subd. 1. ~~**Location. Legal Description.**~~ The ~~This~~ PUD is located in the northeast quadrant of Medina Road and County Road 101, and is legally described as ~~referenced in Resolution 98-477, on file in the Office of the Zoning Administrator under File 98094~~ follows: All lots and blocks within the plat recorded at Hennepin County as CORNERSTONE COMMONS ADDITION except Lot 1 of Block 1 and Outlot D; all lots and blocks within the plat recorded at Hennepin County as CORNERSTONE COMMONS 2ND ADDITION; all lots and blocks within the plat recorded at Hennepin County as CORNERSTONE COMMONS 3RD ADDITION

except Lot 64 of Block 2; and Lots 1-2 of Block 1 for the plat recorded at Hennepin County as CORNERSTONE COMMONS 4TH ADDITION.

Subd. 2. Incorporated herein by reference are the Cornerstone Commons PUD plans ~~received by the City on July 1, 1998, except as amended approved~~ by City Council Resolution 98-477, on file in the Office of the Zoning Administrator under File 98094; ~~and together with~~ the revised grading plan as it relates to the depth of the wetlands ~~received by the City on March 23, 1999, except as amended approved~~ by City Council Resolution 99-225, on file in the Office of the Zoning Administrator under File 99027; ~~and together with the~~ revised plans ~~received by the City on March 5, 2004~~ allowing the installation of an emergency backup generator as approved by City Council Resolution 2004-184, on file in the Office of the Zoning Administrator under File 2004023.

Subd. 3. **Allowable Uses.** The use permitted in the PUD is multi-family housing consistent with the City's Comprehensive Plan, along with the following accessory uses:

- (a) Keeping of animals subject to Section 21170 of the Chapter.
- (b) Home occupations and home offices as regulated by Section 21145 of this Chapter.
- (c) Play and recreational facilities, only accessory to an existing principal permitted use on the same lot and which are operated for the enjoyment and convenience of the residents of the principal use and their occasional guests, except as otherwise permitted.
- (d) Radio and television receiving antennas including single satellite dish TVROs one meter or less in diameter, short-wave radio dispatching antennas, or those necessary for the operation of household electronic equipment including radio receivers, federal licensed amateur radio stations and television receivers, as regulated by Section 21175 of this Chapter.
- (e) Administrative offices and common areas for accessory services, activities, and the retail sale of goods and services to the residents and guests of the residential development.
- (f) Emergency backup generators, the location and design of such facilities shall be subject to the following criteria:
  - ~~a-(1)~~ (1) The design construction, and location of the equipment must comply with State and City codes including appropriate National Fire Protection Association specifications, Minnesota Uniform Fire Code requirements and manufacturer's specifications.
  - ~~b-(2)~~ (2) An accurate site plan for the installation based upon a certified survey, shall be submitted showing to scale the location of the generator and any fencing enclosures and landscaping relating to the safety and screening of the equipment.

~~6-(3)~~ No signage shall be permitted, other than required safety information, product identification, product hazards, and operation instructions. For the purpose of this section, "signage" includes words, graphics, logos, and symbols.

~~(g)~~ Additionally, the The uses listed as uses by administrative permit in the RMF-4 (multiple family 4) district shall be considered "administrative" in the PUD.

Subd. 4. **Development Standards.** Minimum development standards shall be as indicated on the approved PUD ~~General Plan Amendment~~ plans cited in Subd. 2 above.

#### 21655.23. - PUD 83-1 (Parkers Lake).

Amendment for Polaris Business Centre II-Outlot A, Parkers Lake Corporate Center 8<sup>th</sup> Addition:

Subd. 1. ~~Location. Legal Description.~~ The property affected by ~~the this~~ PUD ~~Aa~~ amendment is located at 15350 25th Avenue North, and is legally described as Lot 1, of Block 1, PARKERS LAKE CORPORATE CENTER 10TH ADDITION ~~Parkers Lake Corporate Center 10<sup>th</sup> Addition~~, Hennepin County, Minnesota.

Subd. 2. Incorporated herein by reference are the Polaris Business Centre II PUD amendment plans ~~received by the City on August 6, 1998 and revisions received on September 15, 1998, and October 9, 1998, except as amended approved~~ by City Council Resolution 98-687, on file in the Office of the Zoning Administrator under File 98146.

Subd. 3. **Allowable Uses.** The uses allowed on this parcel shall include all permitted, accessory, conditional, or interim uses allowed in the I-1 district, provided the office use does not exceed 80 percent of the gross square footage of the building. Such I-1 uses shall be considered "permitted" on this parcel, provided they comply with any conditions specified for such uses. Additionally, the uses listed as uses by administrative permit in the I-1 district shall be considered "administrative" on this parcel.

Subd. 4. **Development Standards.** Minimum development standards shall be as indicated on the approved PUD ~~general plan amendment~~ plans cited in Subd. 2 above.

#### 21655.24. - The AFLS PUD.

Subd. 1. ~~Location. Legal Description.~~ This PUD is located at 3100 and 3110 East Medicine Lake Boulevard ("Association Free Lutheran Bible School"), and is legally described as Lots 1 and 2, of Block 1, AFLS Addition AFLS ADDITION, Hennepin County, Minnesota.

Subd. 2. Incorporated herein by reference are ~~the The~~ AFLS PUD plans ~~received by the City on September 24, 1998, except as amended approved~~ by City Council Resolution 98-753, on file in the Office of the Zoning Administrator under File 98163, ~~;~~ together with the PUD amendment plans ~~received by the City on April 24, 2002~~ allowing three classrooms in a dormitory building as approved by City Council Resolution 2002-262 on file in the Office of the Zoning Administrator under File 2002050, ~~;~~ and together with the PUD amendment

plans ~~received by the City on January 23, 2003 as may be amended~~ allowing grading and site work for a ball field as approved by City Council Resolution 2003-138 on file in the Office of the Zoning Administrator under File 2003009; ~~and together with the PUD amendment plans received by the City on December 13, 2012 and January 8, 2013~~ increasing to increase the size of the planned gymnasium/music ministry building and future dormitories and increasing to increase on-site parking, ~~pursuant to as approved by~~ City Council Resolution 2013-065 on file in the Office of the Zoning Administrator under File 98163-PUDA.

- Subd. 3. **Allowable Uses.** The uses permitted in this PUD shall include administrative office use on Lot 1, bible school and seminary use for post high school students (including related housing) and church use (until the lease with Medicine Lake Lutheran Church expires) on Lot 2, together with accessory uses related to the above-mentioned uses.
- Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD ~~General Plan~~ plans cited in Subd. 2 above.

**21655.25. - Plymouth Ponds, Buildings ~~5—8-5-8~~ PUD.**

- Subd. 1. ~~Location. Legal Description.~~ This PUD is located at 17100, 17200, 17300, and 17400 Medina Road, and is legally described, respectively, as Lots 1—4 Lots 1-4, of Block 1, Plymouth Ponds Business Park 3<sup>rd</sup> Addition PLYMOUTH PONDS BUSINESS PARK THIRD ADDITION, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are the Plymouth Ponds, Buildings ~~5—8-5-8~~ PUD plans ~~received by the City on May 24, 1999 and the application received on November 24, 1998, except as amended approved~~ by City Council Resolution 99-310, on file in the Office of the Zoning Administrator under File 98201.
- Subd. 3. **Allowable Uses.** The uses allowed in this PUD shall include the permitted, accessory, interim, and conditional uses allowed in the I-1 district, except for those conditional uses specifically prohibited in Subd. 4 below. Such I-1 uses shall be considered "permitted" in the PUD, provided they comply with any conditions specified for such uses. In addition, warehouses with limited distribution center characteristics shall be considered permitted uses in Building 7 (17300 Medina Road) if they generate less than an average of ten semi-trucks accessing the property per day. The uses listed as uses by administrative permit in the I-1 district shall be considered "administrative" in the PUD.
- Subd. 4. **Prohibited Uses.** The following uses allowed by conditional use permit in the I-1 district shall be prohibited in this PUD: commercial antennas; minor automobile repair; servicing of motor freight vehicles and heavy construction equipment; outside storage except as allowed by the PUD; and open or outdoor service, sale, and rental.
- Subd. 5. **Development Standards.** Minimum development standards shall be as indicated on the approved PUD ~~General Plan~~ plans cited in Subd. 2 above.

- Subd. 6. **Operational Standards.** In addition to the operational standards required by the Zoning Ordinance, the following standards shall apply to the PUD:
- (a) The use of the loading docks on Building 5 (17100 Medina Road) shall be prohibited from 10:00 p.m. to 6:00 a.m.
  - (b) There shall be no storage of truck trailers behind Building 5 (17100 Medina Road).
  - (c) There shall be no staging of trucks behind Building 5 (17100 Medina Road). Trucks at the loading docks must turn off their engines when loading or unloading.
  - (d) There shall be no outside storage in the development, except as allowed by the PUD.
  - (e) Truck trailers may be stored for over 96-hours in the area between Buildings 6 and 7 (17200 and 17300 Medina Road, respectively), provided the trailers are not stored for over 14 days. The outside storage of trailers shall be prohibited in the remainder of the development.

**21655.26. - Plymouth Marketplace PUD.**

- Subd. 1. ~~Location. Legal Description.~~ This PUD is located in the northwest quadrant of Highway 55 and Vicksburg Lane, and is legally described as Lots 1, 2, and 6, of Block 1, PLYMOUTH MARKETPLACE-Plymouth Marketplace, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are the Plymouth Marketplace PUD application received by the City on March 31, 2000, and the revised plans received on May 23, 2000, except as amended plans approved by City Council Resolution 2000-329, on file in the Office of the Zoning Administrator under File 20040; and as amended by together with the PUD amendment plans for the senior care building on Lot 1 approved by City Council Resolution 2001-224 on June 12, 2001 and the supporting plans and application received on March 16, 2001 and revisions received on April 4, 2001 on file in the Office of the Zoning Administrator under File 2001024.
- Subd. 3. **Allowable Uses.** The uses allowed in this PUD shall include any permitted, accessory, conditional, or interim uses allowed in the C-1 and C-2 districts. In addition, a 120-unit senior care building shall be permitted on Lot 1. All the uses listed above shall be considered "permitted" in the PUD, provided they comply with any conditions specified for such uses. Additionally, the uses listed as uses by administrative permit in the C-1 and C-2 districts shall be considered "administrative" in the PUD.
- Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD general plan cited in Subd. 2 above dated May 23, 2000, except as amended by City Council Resolution 2000-329.

**21655.27. - The Reserve PUD.**

- Subd. 1. ~~Location. Legal Description.~~ The This PUD is located north of the Canadian Pacific Railway along both sides of Cheshire Parkway, and is legally described as referenced in Resolution 2000-564, on file in the Office of Zoning Administrator under File 20092 and includes all lots, blocks, and outlots in THE RESERVE and THE RESERVE SECOND ADDITION, Hennepin County, Minnesota, including the area replatted as PROVIDENCE POINTE, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are ~~the~~ The Reserve PUD plans ~~received by the City on September 28, 2000, except as amended approved~~ by City Council Resolution 2000-564, on file in the Office of the Zoning Administrator under File 20092; ~~and together with~~ the Reserve Apartments plans ~~received by the City on June 28 and August 14, 2002, except as amended approved~~ by City Council Resolution 2001-399, on file in the Office of the Zoning Administrator under File 2001070; ~~and together with~~ the amended Reserve Apartments plans ~~received by the City on January 10, 2002, except as amended approved~~ by City Council Resolution 2002-079, on file in the Office of the Zoning Administrator under File 2002001; ~~and together with~~ the amended Reserve PUD revised plans for Lot 1, Block 4 and Lot 18, Block 5, ~~received by the City on September 30, 2002, except as amended approved~~ by City Council Resolution 2002-557 on file in the Office of the Zoning Administrator under File 2002132; ~~and together with amended plans for the Reserve 3rd -3<sup>rd</sup> Addition (final platted as "Providence Pointe") plans received by the City on August 19, 2008, except as amended approved~~ by City Council Resolution 2008-258 on file in the Office of the Zoning Administrator under Files 2008003 and 2011030.
- Subd. 3. **Allowable Uses.**
- (a) The uses allowed on ~~Blocks 1—5, 7 and 8 (the lots developed with single-family detached homes)~~ are any permitted or accessory uses allowed in the RSF-3 (Ssingle Ffamily Ddetached 3) zoning district.
  - (b) The uses allowed on ~~Blocks 6 and 9—13 (the lots developed with townhomes)~~ are any permitted or accessory uses allowed in the RMF-1 (Mmultiple Ffamily 1) zoning district.
  - (c) The use allowed on ~~Outlot G is an lots developed with apartments complex and is any permitted or~~ accessory uses allowed in the RMF-4 (Mmultiple Ffamily 4) zoning district.
  - (d) The use allowed on Outlot ~~C-F~~ is a City of Plymouth mini park and any accessory uses as permitted in the RSF-3 (Ssingle Ffamily Ddetached 3) zoning district.
  - ~~(e) The allowed uses for the lots of the Reserve 3<sup>rd</sup> Addition are permitted or accessory uses allowed in the RSF-3 (Single Family Detached 3) zoning district.~~
  - ~~(fe)~~ Administrative offices and common areas for accessory services, activities, and the retail sale of goods and services to the residents and guests of the residential development shall be allowed as a permitted accessory use.



~~All of the uses listed above shall be considered "permitted" uses in the PUD, provided they comply with the all development standards and conditions for such uses under the most restrictive corresponding zoning district.~~

- Subd. 4. **Development Standards.** Minimum development standards shall be as indicated on the approved PUD ~~General Plan Amendment~~ plans cited in Subd. 2 above.

**21655.28. - Seven Greens PUD.**

- Subd. 1. ~~Location. Legal Description.~~ The This PUD is located at the northeast corner of Schmidt Lake Road and Vicksburg Lane, and is legally described as referenced in Resolution 2001-256, on file in the Office of Zoning Administrator under File 2001031 and includes all lots, blocks, and outlots within the plats recorded as SEVEN GREENS and SEVEN GREENS SECOND ADDITION, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are the Seven Greens PUD plans ~~received by the City on May 22, 2001, May 23, 2001, June 20, 2001 and June 21, 2001, except as amended~~ approved by City Council Resolution 2001-256, on file in the Office of the Zoning Administrator under File 2001031; together with as amended the PUD amendment plans with the application received on by the City of August 25, 2005 to allow garages in excess of 1,000 square feet as approved by City Council Resolution 2005-406 on file in the Office of the Zoning Administrator under File 2005107; and together with the PUD amendment plans as amended for an addition onto the home on Lot 5, Block 3, Seven Greens with the plans received by the City on May 15, 23 and 24, 2007 approved by City Council Resolution 2007-302 on file in the Office of the Zoning Administrator under File 2007050.
- Subd. 3. **Allowable Uses.** The uses allowed in the PUD are single and two-family homes, consistent with the City's Comprehensive Plan, along with the following accessory uses:
- (a) Keeping of animals subject to Section 21170 of the Chapter.
  - (b) Home occupations and home offices as regulated by Section 21145 of this Chapter.
  - (c) Radio and television receiving antennas including single satellite dish TVROs one meter or less in diameter, short-wave radio dispatching antennas, or those necessary for the operation of household electronic equipment including radio receivers, federal licensed amateur radio stations and television receivers, as regulated by Section 21175 of this Chapter.
  - (d) Garages in excess of 1,000 square feet, as long as the area over 1,000 square feet is provided in a lower level of a single-family home through the use of pre-stressed concrete construction (or similar). Overhead garage doors shall not be visible from the front yard of the home and shall be a maximum of nine feet in width. No driveway is permitted to the lower-level garage. Garages in excess of 1,000 square feet on corner lots shall not have visibility from the yard containing the formal front entry into the home.



- Subd. 4. **Development Standards.** Minimum development standards shall be as indicated on the approved PUD ~~General Plan~~ plans cited in Subd. 2 above.

**21655.29. - HOM Furniture PUD.**

- Subd. 1. ~~Location. Legal Description.~~ This PUD is located at 4150 Berkshire Lane North, and is legally described as Lot 1 and that part of Lot 2, Block 1, ~~Plymouth Business Center 6<sup>th</sup> Addition~~ PLYMOUTH BUSINESS CENTER 6TH ADDITION, Hennepin County, Minnesota, lying Easterly and Northerly of the following described line:

Beginning at the most Northerly corner of said Lot 2 thence Southeasterly along the Northeasterly line of said Lot 2 and its Southeasterly extension to the South line of the North 5 feet of said Lot 2: thence Easterly along said South line to the East line of said Lot 2 and there said line terminates.

- Subd. 2. Incorporated herein by reference are the HOM ~~FURNITURE-Furniture~~ PUD plans ~~received by the City on May 11, 2001, except as may be amended approved~~ by City Council Resolution 2001-268, on file in the Office of the Zoning Administrator under File 2001037, together with and the HOM Furniture-PUD A amendment plans ~~received by the City on July 29, 2004, except as may be amended allowing building expansion as approved~~ by City Council Resolution 2004-342, ~~and~~ on file in the Office of the Zoning Administrator under File 2004090, and together with the HOM Furniture-PUD A amendment plans ~~received by the City on February 8, 2013~~ allowing outside display of equipment and two new loading docks, ~~pursuant to as approved by~~ City Council Resolution 2013-097 on file in the Office of the Zoning Administrator under File 2013012.

- Subd. 3. **Allowable Uses.** The uses permitted in this PUD shall include the following:

- Furniture Stores
- Appliance Stores
- Bathroom/Kitchen Remodeling Stores
- Fireplace/Stove Stores
- Flooring Stores (carpet/vinyl/tile)
- Home Security/Alarm System Stores
- Home Theater/Sound System Stores (excluding volume electronic stores)
- Interior Decorator/Designer Services
- Lighting Stores
- Outdoor Play System Stores (no outdoor sales, display, or storage allowed)

- Swimming Pool Contractor/Designer Stores (no outdoor sales, display, or storage allowed)
- Window Treatment Stores
- Other similar uses that ~~the City city~~ staff finds would have similar characteristics as a furniture store, with respect to traffic generation and parking needs.
- ~~Additionally, the~~The uses listed as uses by administrative permit in the C-2 district shall be considered "administrative" in the PUD.

Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD ~~General Plan~~ plans cited in Subd. 2 above.

**21655.30. - Glacier Vista PUD.**

Subd. 1. ~~Location. Legal Description. The~~ This PUD is located west of Cheshire Parkway at 56th Avenue North, and is legally described as ~~referenced in Resolution 2001-396, on file in the Office of Zoning Administrator under File 2001026 and includes all lots, blocks, and outlots within the plat recorded as GLACIER VISTA, Hennepin County, Minnesota.~~

Subd. 2. Incorporated herein by reference are the Glacier Vista PUD plans ~~received by the City on July 20, 2001, except as amended approved~~ by City Council Resolution 2001-396, on file in the Office of the Zoning Administrator under File 2001026.

Subd. 3. **Allowable Uses.**

- The uses allowed on ~~Block 1, Lot 1 of Block 1, Lots 14-24 of Block 3, Lots 13-23; and Lots 1-3 of Block 4, Lots 1-3~~ (the area developed with single-family ~~detached~~ homes) are any permitted or accessory uses allowed in the RSF-1 (~~S~~single ~~F~~family ~~D~~detached 1) zoning district.
- The uses allowed on Lots 1-20 of Block 2, Lots 1-20 and Lots 1-12 of Block 3, Lots 1-12 (the area developed with townhomes) are any permitted or accessory uses allowed in the RMF-2 (~~M~~multiple ~~F~~family 2) zoning district.

~~All of the uses listed above shall be considered "permitted" uses in the PUD, provided they comply with the all development standards and conditions for such uses under the most restrictive corresponding zoning district.~~

Subd. 4. **Development Standards.** Minimum development standards shall be as indicated on the approved PUD ~~General Plan Amendment~~ plans cited in Subd. 2 above.

**21655.31. - PUD 81-1 (Northwest Business Campus).**

Amendment for Mind Body Solutions Lot 1, Block 1, Northwest Business Campus, 11<sup>th</sup> Addition:

- Subd. 1. **~~Location. Legal Description.~~** The property affected by ~~the this~~ PUD amendment is located at 2950 Xenium Lane North, and is legally described as: Lot 1, of Block 1, ~~Northwest Business Campus 11<sup>th</sup> Addition~~ NORTHWEST BUSINESS CAMPUS 11TH ADDITION, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are the ~~Northwest Business Campus PUD plans received by the City on December 29, 1995, except as amended by City Council Resolution 96-43, on file in the Office of the Zoning Administrator under File 95131, and as amended by the~~ PUD amendment plans to allow a yoga studio within the building as approved by City Council Resolution 2001-538 ~~on December 18, 2001 and the supporting plans and application received by the City on November 1, 2001 on file in the Office of the Zoning Administrator under File 2001140.~~
- Subd. 3. **Allowable Uses.** In addition to the uses previously approved within the PUD, A a yoga studio shall be permitted on Lot 1, Block 1, Northwest Business Campus, ~~in addition to uses previously approved under the PUD.~~

**21655.32. - Repealed.** [Note: This was the former “Plymouth Shopping Center PUD” that was replaced by “Crossroads Commons PUD” under Section 21655.39 of this Chapter.]

~~(Amended by Ord. No. 2009-07, 05/12/09)~~

**21655.33. - PUD 83-1 (Parkers Lake).**

Amendments for ~~Lot 1, Block 1,~~ Northwest Pointe Business Centre:

- Subd. 1. **~~Location. Legal Description.~~** The property affected by the PUD Amendments is located at 2155 Niagara Lane North, and is legally described as: Lot 1, of Block 1, ~~Northwest Pointe Business Centre~~ NORTHWEST POINTE BUSINESS CENTRE, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are the ~~Northwest Pointe Business Centre PUD amendment~~ plans for to allow a picture framing facility ~~received by the City on June 25, 2003, as approved by City Council Resolution 2003-362 on file in the Office of the Zoning Administrator under File 2003073, except as may be amended by City Council Resolution 2003-362 approved on August 26, 2003.~~
- Subd. 3. Incorporated herein by reference are the ~~Northwest Pointe Business Centre PUD amendment~~ plans for to allow a sports and fitness club ~~received by the City on April 19, 2017, as approved by City Council Resolution 2017-191 on file in the office of the Zoning Administrator under File 2017039, except as may be amended by City Council Resolution 2017-191 approved on May 23, 2017.~~
- Subd. 4. **Allowable Uses.** In addition to the uses previously approved within the PUD, A a picture framing facility and including warehouse with a showroom for retail sales, and as well as a

sports and fitness club, shall be permitted on Lot 1, Block 1, Northwest Pointe Business Centre, ~~in addition to uses previously approved under the PUD.~~

**21655.34. - Shops at Plymouth Creek PUD.**

- Subd. 1. ~~Location. Legal Description.~~ This PUD is located at the southwest corner of Highway 55 and Vicksburg Lane, and is legally described as ~~Lots 1—6~~ Lots 1-6, of Block 1, ~~Shops at Plymouth Creek~~ SHOPS AT PLYMOUTH CREEK, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are the Shops at Plymouth Creek PUD plans ~~received by the City on October 1, 2004, except as may be amended~~ approved by City Council Resolution 2004-477, on file in the Office of the Zoning Administrator under File 2004112; ~~together with the PUD signage amendment plan for M & I Bank approved by City Council Resolution 2008-248 on file on the Office of the Zoning Administrator under File 2008044.~~
- Subd. 3. **Allowable Uses.** The uses permitted in this PUD shall include the following:
- Lot 1 — A Home Improvement Store.
  - Lots 2 through 5 — Office uses allowable in the C-4 district limited to not more than 2,000 square feet, and all retail uses allowable in the C-4 District, except that drive-through and drive-in restaurants, as defined by this Chapter, shall be prohibited.
  - Lot 6 — A Senior Housing Building or Daycare Center.
- Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD ~~plans cited in Subd. 2 above. General Plans, except as may be amended by City Council Resolution 2004-477, on file in the Office of the Zoning Administrator under File 2004112, and the PUD signage amendment plan for M & I Bank received by the City on May 27, 2008, except as may be amended by City Council Resolution 2008-248, and on file in the Office of the Zoning Administrator under File 2008044.~~

**21655.35. - PUD 81-1 (Northwest Business Campus).**

Amendment for WCL Associates for a furniture showroom ~~Lot 2, Block 1, Northwest Business Campus, 5<sup>th</sup> Addition:~~

- Subd. 1. ~~Location. Legal Description.~~ The property affected by ~~the this~~ PUD amendment is located at 2800 Campus Drive, and is legally described as: Lot 2, of Block 1, ~~Northwest Business Campus 5<sup>th</sup> Addition~~ NORTHWEST BUSINESS CAMPUS FIFTH ADDITION, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are the ~~Northwest Business Campus PUD by City Council Resolution 84-135 on file in the Office of the Zoning Administrator under File 84003, and as amended by the~~ PUD amendment plans to allow a furniture showroom as approved by City Council Resolution 2004-436 ~~on October 26, 2004 and the supporting plans and application~~

~~received by the City on September 10, 2004~~ on file in the office of the Zoning Administrator under file 2004126.

- Subd. 3. **Allowable Uses.** ~~In addition to the uses previously approved within the PUD, A~~ a furniture showroom with occasional retail sales is permitted on Lot 2, Block 1, Northwest Business Campus ~~5th-5<sup>th</sup> Addition, in addition to uses previously approved under the PUD. The retail use is approved according to file 2004126, which is on file in the office of the Zoning Administrator.~~

**21655.36. - PUD 81-1 (Northwest Business Campus).**

Amendment for ~~Holiday Station Stores Lot 2, Block 1, Northwest Business Campus, 13<sup>th</sup> Addition:~~

- Subd. 1. **Location. Legal Description.** The property affected by ~~the this~~ PUD amendment is located at 2725 Campus Drive, and is legally described as: Lot 2, of Block 1, Northwest Business Campus 13<sup>th</sup> Addition, NORTHWEST BUSINESS CAMPUS 13TH ADDITION, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are the ~~Northwest Business Campus PUD by City Council Resolution 87-78 on file in the Office of the Zoning Administrator under File 96155, and as amended by the~~ PUD amendment plans to allow an accessory car wash as approved by City Council Resolution 2005-38 ~~on February 8, 2005 and the supporting plans and application received by the City on December 6, 2004~~ on file in the office of the Zoning Administrator under ~~file-File~~ 2004148.
- Subd. 3. **Allowable Uses.** ~~In addition to the uses previously approved within the PUD, A~~ a car wash addition this is accessory to ~~an the~~ existing gas/convenience store is permitted on Lot 2, Block 1, Northwest Business Campus 13th-13<sup>th</sup> Addition, in addition to uses previously approved under the PUD.

**21655.37. - PUD 83-1 (Parkers Lake).**

Amendment for ~~Lot 1, Block 1,~~ Mallard Pointe (AKA "Parkers Lake Apartments"):

- Subd. 1. **Location. Legal Description.** The property affected by ~~the this~~ PUD Amendment is located at 15100 18th Avenue North, and is legally described as: Lot 1, of Block 1, Mallard Pointe MALLARD POINTE, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are the ~~Parkers Lake PUD~~ amendment plans to allow various site changes, as approved by the City Council Resolutions 88-77, 88-78, and 88-79 on February 1, 1988, on file in the Office of the Zoning Administrator under File 87110, and as amended by City Council Resolution 2005-340 on September 13, 2005, for a PUD amendment to allow various site plan inconsistencies from the original PUD approval for Mallard Pointe (Parkers Lake Apartments) City Council Resolution 2005-340 on file in the Office of the Zoning Administrator under File 2004019.

**21655.38. - PUD 83-1 (Parkers Lake).**

Amendment for ~~Lot 1, Block 1, Parkers Lake North 8<sup>th</sup> Addition~~ an addition to a single-family home at 15660 17th Avenue:

- Subd. 1. **~~Location. Legal Description.~~** The property affected by ~~the this~~ PUD Amendment is located at 15660 17th Avenue North, and is legally described as: Lot 1, of Block 1, ~~Parkers Lake North 8<sup>th</sup> Addition~~ PARKERS LAKE NORTH 8TH ADDITION, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are the ~~Parkers Lake~~ PUD amendment plans to allow encroachment into the required rear yard for construction of a patio room and deck addition to the existing home, as approved by the City Council Resolutions 92-580, 92-581, 92-582, 92-583, 92-584, 92-585 and 92-586 on October 5, 1992, on file in the Office of the Zoning Administrator under File 92071, and as amended by City Council Resolution 2006-066 on February 7, 2006, for a PUD amendment to allow the encroachment into the required rear yard for the construction of a patio room and deck on file in the Office of the Zoning Administrator under File 2005145.

**21655.39. - Crossroads Commons PUD.**

- Subd. 1. **~~Location. Legal Description.~~** This PUD is located southwest of Highway 55 and County Road 73, and is legally described as Lot 1 of Block 1, Lot 1 of Block 2, and Outlots A and C, ~~Crossroads Commons~~ CROSSROADS COMMONS, and Lots 1 and 2 of Block 1, ~~Crossroads Commons Second Addition~~ CROSSROADS COMMONS SECOND ADDITION, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are the Crossroads Commons PUD plans ~~received by the City on June 21, 2011, except as may be amended approved~~ by City Council Resolution 2011-294, on file in the Office of the Zoning Administrator under File 2011014, together with ~~and~~ the Crossroads Commons Second Addition PUD plans ~~received by the City on December 9, 2016, except as may be amended approved~~ by City Council Resolution 2017-065, on file in the Office of the Zoning Administrator under File 2016088, together with ~~and~~ the PUD amendment plans for ~~the The~~ Waters of Plymouth Senior Living building ~~received by the City on April 4, 2017, except as may be amended approved~~ by City Council Resolution 2017-243, on file in the Office of the Zoning Administrator under File 2017036, and together with the PUD amendment plans for The Element Apartment building ~~received by the City on February 10, 2020, except as may be amended approved~~ by City Council Resolution 2020-141, on file in the Office of the Zoning Administrator under File 2019099.
- Subd. 3. **Allowable Uses.** The uses permitted in this PUD shall include any permitted, accessory, conditional, or interim uses allowed in the C-2 (neighborhood commercial) zoning district, as well as:

- ~~a-A~~ 94-unit senior housing facility (consisting of assisted living and memory care) on Lot 1, Block 1, Crossroads Commons, ~~and~~
- ~~a-A~~ free-standing drive-through restaurant on Lot 1, Block 2, Crossroads Commons ~~as shown on the revised PUD general plan received by the City on June 21, 2011, as well as~~
- ~~a-A~~ 61-unit apartment building on Lot 1, Block 1, Crossroads Commons Second Addition ~~as shown on the PUD amendment plans received by the City on February 10, 2020, and~~
- ~~a-A~~ 2,205 square foot retail building with drive-through on Lot 2, Block 1, Crossroads Commons Second Addition ~~as shown on the PUD final plans received by the City on September 10, 2018.~~

Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD ~~plans cited in Subd. 2 above. General Plans, except as may be amended by City Council Resolution 2011-294, on file in the Office of the Zoning Administrator under File 2011014, and except as may be amended by City Council Resolution 2017-065, on file in the Office of the Zoning Administrator under File 2016088, and except as may be amended by City Council Resolution 2020-141, on file in the Office of the Zoning Administrator under File 2019099.~~

#### **21655.40. - The Villas at Bass Creek PUD.**

- Subd. 1. ~~Location. Legal Description.~~ This PUD is located west of Nathan Lane at 57th Avenue, and is currently legally described as referenced in Resolution 2015-235 on file in the Office of the Zoning Administrator under File 2015033 and includes all lots and blocks within the plat recorded as THE VILLAS AT BASS CREEK, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are ~~the The~~ Villas at Bass Creek PUD plans ~~received by the City on June 25 and August 12, 2014, except as may be amended approved~~ by City Council Resolution 2014-298, on file in the Office of the Zoning Administrator under File 2014061; ~~and together with the The~~ Villas of Bass Creek PUD amendment ~~and plans received by the City on April 20 and June 24, 2015, except as may be amended approved~~ by City Council Resolution 2015-235, on file in the Office of the Zoning Administrator under File 2015033.
- Subd. 3. **Allowable Uses.** The allowable uses shall include single-family detached homes and those uses listed as accessory uses in the RMF-2 (multiple family 2) zoning district that are incidental and customary to single-family homes, provided they comply with all the development standards and conditions ~~related to this PUD approved by City Council Resolution 2014-298, on file in the Office of the Zoning Administrator under File 2014061 and City Council Resolution 2015-235, on file in the Office of the Zoning Administrator under File 2015033.~~
- Subd. 4. **Development Standards.** Development standards shall be as ~~approved indicated~~ on the approved PUD general plans cited in Subd. 2 above approved by City Council Resolution 2014-297, on file in the Office of the Zoning Administrator under File 2014061 and City



~~Council Resolution 2015-235, on file in the Office of the Zoning Administrator under File 2015033.~~

**21655.41. - PUD 81-1 (Northwest Business Campus).**

Amendment for CSM Plymouth Business Campus:

- Subd. 1. ~~Location. Legal Description.~~ The property affected by this PUD amendment is located at the northwest corner of Highway 55 and County Road 61, and is legally described as Lots 1, and 2, of Block 1, CSM Plymouth Business Campus CSM PLYMOUTH BUSINESS CAMPUS, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are the PUD ~~General Plan A~~ amendment plans received by the City from CSM Equities, LLC on August 11, 2006, except as may be amended approved by City Council Resolution 2006-386, on file in the Office of the Zoning Administrator under File 2006030.
- Subd. 3. **Allowable Uses.** Lot 1 - all permitted, accessory, conditional, or interim uses allowed in the C-2 and C-3 districts; and Lot 2 - hotel, including an extended stay hotel. All the uses listed above shall be considered "permitted" in the PUD, provided they comply with any conditions specified for such uses. Additionally, the uses listed as uses by administrative permit in the C-2 and C-3 districts shall be considered "administrative" in the PUD.
- Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD plans cited in Subd. 2 above received by the City on August 11, 2006, except as may be amended by City Council Resolution 2006-385, on file in the Office of the Zoning Administrator under File 2006030.

**21655.42. - PUD 83-1 (Parkers Lake).**

Amendment for expansion at Productivity, Inc. ~~For Lot 1, Block 1, Parkers Lake Corporate Center 2<sup>nd</sup> Addition and for Lot 1, Block 1, Parkers Lake Corporate Center 6<sup>th</sup> Addition:~~

- Subd. 1. ~~Location. Legal Description.~~ The property affected by this PUD amendment is located at 15150 25th Avenue North, and is legally described as ~~follows:~~
- Lot 1, of Block 1, Parkers Lake Corporate Center 2<sup>nd</sup> Addition PARKERS LAKE CORPORATE CENTER 2ND ADDITION, Hennepin County, Minnesota;
- AND**
- and Lot 1, of Block 1, Parkers Lake Corporate Center 6<sup>th</sup> Addition PARKERS LAKE CORPORATE CENTER 6TH ADDITION, Hennepin County, Minnesota.



- Subd. 2. Incorporated herein by reference are the PUD ~~General Plan A~~ amendment plans ~~received by the City from Pope Associates, Inc. on behalf of Productivity, Inc. on May 21, 2007, June 12, 2007, and June 13, 2007, except as may be amended approved~~ by City Council Resolution 2007-277, on file in the Office of the Zoning Administrator under File 2007037.
- Subd. 3. **Development Standards.** Development standards shall be as indicated on the approved ~~PUD plans cited in Subd. 2 above received by the City on May 21, 2007, June 12, 2007, and June 13, 2007, except as may be amended by City Council Resolution 2007-277, on file in the Office of the Zoning Administrator under File 2007037.~~

**21655.43. - Trillium Woods PUD.**

- Subd. 1. ~~Location. Legal Description.~~ This PUD is located west of Cheshire Parkway on both sides of 59th Avenue, and is currently legally described as Lot 1, of Block 1, and Lot 1, of Block 2, ~~Trillium Woods~~ TRILLIUM WOODS, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are the Trillium Woods PUD plans ~~received by the City on August 1 and 28, 2007, except as may be amended approved~~ by City Council Resolution 2007-441, on file in the Office of the Zoning Administrator under File 2007066; ~~together with the Trillium Woods PUD amendment plans received by the City on August 28 and September 11, 18, and 22, 2008, except as may be amended approved~~ by City Council Resolution 2008-313, on file in the Office of the Zoning Administrator under File 2008085; and ~~together with the Trillium Woods PUD amendment for a master sign plan received by the City on March 12 and 24, 2015, except as may be amended approved~~ by City Council Resolution 2015-150, on file in the Office of the Zoning Administrator under File 2015018.
- Subd. 3. **Allowable Uses.** The allowable uses are any permitted or accessory uses allowed in the RMF-4 ~~(multiple family 4)~~ zoning district, plus a skilled nursing care center with assisted living and dementia care facilities. Additional accessory uses may include private facilities and services directed toward the residents of Trillium Woods necessary to support the residential units, including, but not limited to, private wellness or fitness facilities, convenience food or retail sales, barber/hair salon, dining facilities, auditoriums, administrative offices, etc. All uses listed herein shall be considered "permitted" uses in the PUD, provided they comply with all development standards and conditions for the use as established by this Chapter.

~~All of the uses listed above shall be considered "permitted" uses in the PUD, provided they comply with all the development standards and conditions approved by City Council Resolution 2007-441, on file in the Office of the Zoning Administrator under File 2007066; City Council Resolution 2008-331, on file in the Office of the Zoning Administrator under File 2008085 and City Council Resolution 2015-150, on file in the Office of the Zoning Administrator under File 2015018.~~

- Subd. 4. **Development Standards.** Development standards shall be as ~~approved indicated~~ on the approved PUD ~~General P~~plans cited in Subd. 2 above ~~approved by City Council Resolution 2007-441, on file in the Office of the Zoning Administrator under File 2007066; City Council Resolution 2008-331, on file in the Office of the Zoning Administrator under File 2008085~~

~~and City Council Resolution 2015-150, on file in the Office of the Zoning Administrator under File 2015018.~~

**21655.44. - Interfaith Outreach PUD.**

Subd. 1. ~~**Location.**~~~~**Legal Description.**~~ This PUD is located at 1605 County Road 101, and is currently legally described as ~~follows:~~

Tract C, ~~Registered Lane Survey 1301~~ REGISTERED LAND SURVEY NO. 1301, files of the Registrar of Titles, ~~County of Hennepin~~ County, Minnesota.

Subd. 2. Incorporated herein by reference are the ~~former~~ Gold's Gym PUD plans and Interfaith Outreach PUD plans received by the City on January 24 and February 26, 2008, except as may be amended approved by City Council Resolution 2008-095, on file in the Office of the Zoning Administrator under ~~file~~ File 2008007; ~~together with the revision to the PUD general amendment plans~~ to allow training and tutoring services, food distribution, and clothing and furniture sales in accordance with the plan received by the City on April 16, 2010, except as amended as approved by City Council Resolution 2010-151, on file in the ~~office~~ Office of the Zoning Administrator under ~~file~~ File 2010032; ~~together with the revision to the PUD general amendment plans~~ to allow day care facilities in accordance with the plans received by the City on May 20, 2011, except as amended as approved by City Council Resolution 2011-204 on file in the Office of the Zoning Administrator under File 2011031; and ~~together with the revision to the PUD general amendment plans~~ to allow a monument sign closer to the property line than required specified in accordance with the plans received by the City on March 19, 2021 and April 19, 2021, except as may be amended as approved by the City Council Resolution 2021-165, on file in the Office of the Zoning Administrator under ~~file~~ File 2021018.

Subd. 3. **Allowable Uses.** The uses allowed in this PUD shall include any permitted, accessory, or interim uses allowed in the C-2 district, sports and fitness clubs no greater than 45,000 square feet, clothing and furniture sales up to 10,000 square feet, training and tutoring services, food distribution (grocery), and day care facilities. All uses listed herein shall be considered "permitted" uses in the PUD, provided they comply with all development standards and conditions for the use as established by this Chapter. Additionally, the uses listed as Uses by Administrative Permit in the C-2 (general commercial) zoning district shall be allowed by administrative permit in the PUD.

~~All the uses listed above shall be considered "permitted" in the PUD, provided they comply with any conditions specified for such uses. Additionally, the uses listed as uses by administrative permit in the C-2 district shall be considered "administrative" in the PUD.~~

Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD ~~General Pplans~~ cited on Subd. 2 above approved by City Council Resolution 2008-0895, on file in the Office of the Zoning Administrator under File 2008007 and City Council Resolution 2010-151, on file in the Office of the Zoning Administrator under file 2010032.

- Subd. 5. **Hours of Operation.** ~~The following uses are prohibited~~ Between-between the hours of 10:00 p.m. and 8:00 a.m. ~~The following is prohibited:~~
- a. Distribution or sale of food, clothing, furniture and other items, and
  - b. Delivery or dropping off food, clothing, furniture and other items.
- Subd. 6. **Signage.** A ten-foot-~~tall-high~~ monument sign is allowed to be constructed one foot ~~away~~ from the east property line, where a minimum of ten feet is ~~required otherwise specified~~.

**21655.45. - PUD 81-1 (Northwest Business Campus).**

Amendment for ~~Westhealth-WestHealth~~ Signage ~~for Lots 1, 2 and 3, Block 2, West Suburban Health Campus Second Addition:~~

- Subd. 1. ~~Location.Legal-Description.~~ The property affected by this PUD amendment is located at 3005 Campus Drive, and is currently legally described as Lots 1, 2, and 3, of Block 1, West Suburban Health Campus Second Addition, WEST SUBURBAN HEALTH CAMPUS SECOND ADDITION, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference is the amended PUD Sign Plan ~~received by the City on September 19, 2008, except as may be amended approved~~ by City Council Resolution 2008-351, on file in the Office of the Zoning Administrator under File 2008097, ~~and together with~~ the revision to the PUD Sign Plan to replace the previous sign plan ~~in accordance with the plans received by the City on October 5 and 30, 2012, except as amended as approved~~ by City Council ~~resolution-Resolution~~ 2012-348, on file in the Office of the Zoning Administrator under File 2012085.

**21655.46. - PUD 81-1 (Northwest Business Campus).**

Amendment for McDonald's Drive-thru ~~for Lot 1, Block 1, Northwest Business Campus Seventh Addition:~~

- Subd. 1. ~~Location.Legal-Description.~~ The property affected by this PUD amendment is located at 2705 Annapolis Circle North, and is legally described as Lot 1, of Block 1, Northwest Business Campus Seventh Addition, NORTHWEST BUSINESS CAMPUS SEVENTH ADDITION, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference ~~is-are~~ the ~~amended~~ PUD ~~amendment~~ Pplans ~~received by the City on November 25, 2008, except as may be amended approved~~ by City Council Resolution 2008-366, on file in the Office of the Zoning Administrator under File 2008106.

**21655.47. - Tri-State Drilling PUD.**

- Subd. 1. ~~Location. Legal Description.~~ This PUD is located at 16940 Highway 55, and is currently legally described as follows:

That part of the West 552 feet of the North ~~¼-Half~~ of the SE ~~¼-Quarter~~ of the SW ~~¼-Quarter~~ lying northeasterly of Highway No. 55, Section 17, Township 118, Range 22, Hennepin County, Minnesota.

- Subd. 2. Incorporated herein by reference are the Tri-State Drilling PUD plans ~~received by the City on October 29 and December 22, 2008, except as may be amended approved~~ by City Council Resolution 2009-028, on file in the Office of the Zoning Administrator under File 2008109, together with the PUD amendment plans ~~received by the City on April 28, 2016~~ allowing construction of a 6,076 square foot office addition, ~~pursuant to as approved by~~ City Council Resolution 2016-217 on file in the Office of the Zoning Administrator under File 2016027.

- Subd. 3. **Allowable Uses.** The allowable use is a drilling operation with outdoor storage. This use shall be considered "permitted" in the PUD, provided it complies with all ~~the required~~ development standards and conditions ~~approved by City Council Resolution 2009-028, on file in the Office of the Zoning Administrator under File 2008109~~ established by the PUD.

- Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD ~~General Plans cited in Subd. 2 above approved by City Council Resolution 2009-028, on file in the Office of the Zoning Administrator under File 2008109, together with the PUD amendment plans received by the City on April 28, 2016 pursuant to City Council Resolution 2016-217 on file in the Office of the Zoning Administrator under File 2016027.~~

**21655.48. - Elm Creek Highlands PUD.**

- Subd. 1. ~~Location. Legal Description.~~ This PUD is located at the northeast corner of Schmidt Lake Road and Peony Lane, and is currently legally described as follows:

Lots 1-9, ~~of~~ Block 1, ~~Elm Creek Highlands~~ ELM CREEK HIGHLANDS, Hennepin County, Minnesota.

AND

Lots ~~1-24 1-23, of~~ Block 1 and Lots ~~1—20 1-20, of~~ Block 2, ~~and Outlot A, Elm Creek Highlands Second Addition~~ ELM CREEK HIGHLANDS SECOND ADDITION, Hennepin County, Minnesota.

AND

Lots 1-7 of Block 1, Lots 1-5 of Block 2, and Lots 1-5 of Block 3, ELM CREEK HIGHLANDS THIRD ADDITION, Hennepin County, Minnesota.

- Subd. 2. Incorporated herein by reference are the Elm Creek Highlands PUD plans ~~received by the City on August 6, 14, and 20, 2009, except as may be amended approved~~ by City Council Resolution 2009-250, on file in the ~~office~~ Office of the ~~zoning administrator~~ Zoning Administrator under ~~file~~ File 2009046, ~~and together with~~ the Elm Creek Highlands Third ~~3<sup>rd</sup>~~

~~Addition plans received by the City on May 27 and July 6, 2010, except as may be amendment approved~~ by City Council Resolution 2010-216, on file in the ~~office~~ Office of the ~~zoning administrator~~ Zoning Administrator under ~~file~~ File 2010047.

Subd. 3. **Allowable Uses.** The allowable uses are any permitted or accessory uses allowed in the RSF-3 ~~(single family detached 3)~~ zoning district. These uses shall be considered "permitted" in the PUD, provided they comply with all the development standards and conditions approved by City Council Resolution 2009-250, on file in the ~~office~~ Office of the ~~zoning administrator~~ Zoning Administrator under ~~file~~ File 2009046.

Subd. 4. **Development Standards.** Development standards shall be as indicated on the ~~approved PUD general plans cited in Subd. 2 above approved by City Council Resolution 2009-250, on file in the office of the zoning administrator under file~~ approved PUD 2009046.

**21655.49. - Carlson Daycare PUD.**

Subd. 1. ~~Location. Legal Description.~~ This PUD is located at 13905 County Road 6, and is currently legally described as follows:

That part of Lot 1, Block 1, MINNEAPOLIS INDUSTRIAL PARK 6TH-6<sup>TH</sup> ADDITION, Hennepin County, Minnesota, which lies northerly, westerly and southerly of the following described line:

Beginning at the most westerly corner of said Lot 1; thence North 06 degrees 08 minutes 12 seconds East along the westerly line of said Lot 1 a distance of 44.73 feet; thence North 11 degrees 50 minutes 52 seconds East, along said westerly line a distance of 192.47 feet; thence North 59 degrees 53 minutes 30 seconds East along said westerly line a distance of 43.30 feet; thence northeasterly along said westerly line a distance of 75.70 feet along a nontangential curve concave to the southeast having a radius of 1357.39 feet, chord bearing of North 23 degrees 14 minutes 21 seconds East and a central angle of 03 degrees 11 minutes 43 seconds to the point of beginning of the line to be described; thence South 57 degrees 58 minutes 03 seconds East a distance of 119.15 feet; thence North 61 degrees 47 minutes 19 seconds East a distance of 124.96 feet; thence North 31 degrees 56 minutes 34 seconds East a distance of 116.48 feet; thence North 20 degrees 28 minutes 59 seconds East a distance of 33.79 feet; thence North 88 degrees 29 minutes 59 seconds East a distance of 103.47 feet; thence North 01 degrees 30 minutes 01 seconds West a distance of 154.32 feet; thence South 88 degrees 29 minutes 59 seconds West a distance of 223.04 feet to the westerly line of said Lot 1 and there said line terminating.

Subd. 2. Incorporated herein by reference are the Carlson Daycare PUD plans ~~received by the City on March 22, 2010, except as may be amended approved~~ by City Council Resolution 2010-112, on file in the Office of the Zoning Administrator under File 2010024, together with the PUD amendment plans ~~received by the City on June 21, 2016~~ allowing construction of a 1,663 square foot building addition on the southwest corner of the existing daycare building, ~~pursuant to as approved by~~ City Council Resolution 2016-271 on file in the Office of the Zoning Administrator under ~~file~~ File 2016056.

- Subd. 3. **Allowable Uses.** The allowable uses are any permitted, interim or accessory uses allowed in the I-2 (general industrial) zoning district and a daycare as a principal use. All uses listed herein shall be considered "permitted" uses in the PUD, provided they comply with all development standards and conditions approved by City Council Resolution 2010-112 on file in the Office of the Zoning Administrator under File 2010024.

~~All of the uses listed above shall be considered "permitted" in the PUD, provided they comply with all the development standards and conditions approved by City Council Resolution 2010-112, on file in the Office of the Zoning Administrator under File 2010024.~~

- Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD general plans cited in Subd. 2 above approved by City Council Resolution 2010-112, on file in the Office of the Zoning Administrator under File 2010024, together with the PUD amendment plans received by the City on June 21, 2016 pursuant to City Council Resolution 2016-271 on file in the Office of the Zoning Administrator under file 2016056.

**21655.50. - Taylor Creek PUD.**

- Subd. 1. ~~**Location.**~~ ~~**Legal Description.**~~ This PUD is located east of Vicksburg Lane at 55th Avenue, and is currently legally described as follows:

Lots 1-2 of Block 1, Lots 2-6 of Block 2, Lots 1-11 of Block 3, Lots 1-3 of Block 4, Lot 1-3 of Block 5, and Lots 1-4 of Block 6, TAYLOR CREEK, Hennepin County, Minnesota.

AND

Lots 1-11 of Block 1, Lots 1-5 of Block 2, Lots 1-3 of Block 3, and Outlots A and B, TAYLOR CREEK 3RD ADDITION, Hennepin County, Minnesota.

AND

Lot 1 of Block 4 and Lot 18 of Block 3, WOOD CREST OF PLYMOUTH 2ND ADDITION, Hennepin County, Minnesota.

~~The Southwest Quarter of the Southwest Quarter of Section 4, Township 118, Range 22, Hennepin County, Minnesota, subject to easement for public road purposes, except the Southwest Quarter of the Southwest Quarter of the Southwest Quarter containing roughly ten acres.~~

- Subd. 2. Incorporated herein by reference are the Taylor Creek PUD plans ~~received by the City on May 28, 2010, except as may be amended approved~~ by City Council Resolution 2010-183, on file in the ~~office~~ Office of the ~~zoning administrator~~ Zoning Administrator under ~~file~~ File 2010035.
- Subd. 3. **Allowable Uses.** The allowable uses are any uses allowed in the RSF-2 (single family detached 2) zoning district. The RSF-2 uses listed as permitted uses and accessory uses shall

be considered "permitted" in the PUD, the RSF-2 uses listed as conditional uses and interim uses shall be considered "conditional" and "interim" uses, respectively, in the PUD, and the RSF-2 uses listed as uses by administrative permit shall be considered "administrative" in the PUD, provided all such uses comply with specified development standards and conditions, and as approved by City Council Resolution 2010-183, on file in the ~~office-Office~~ of the ~~zoning administrator-Zoning Administrator~~ under ~~file-File~~ 2010035.

- Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD ~~general plans cited in Subd. 2 above~~ approved by City Council Resolution 2010-183, on file in the office of the zoning administrator under file 2010035.

**21655.51. - Steeple Hill PUD (see also: Section 21655.58 for related “Steeple Hills 2nd Addition PUD”).**

- Subd. 1. **Location.Legal Description.** This PUD is located at the northwest corner of Chankahda Trail and Vicksburg Lane, and is currently legally described as follows: all lots and blocks within the plat recorded as STEEPLE HILL, Hennepin County, Minnesota.

~~The east half of the northeast quarter, also the east 20 acres of the west half of the northeast quarter; all in Section 5, Township 118, Range 22 west, Hennepin County, Minnesota.~~

- Subd. 2. Incorporated herein by reference are the Steeple Hill PUD plans ~~received by the City on May 28, July 1, 6 and 9, 2010, except as may be amended approved~~ by City Council Resolution 2010-231, on file in the ~~office-Office~~ of the ~~zoning administrator-Zoning Administrator~~ under ~~file-File~~ 2010052.

- Subd. 3. **Allowable Uses.** ~~The allowable uses for Lots 1—23, Block 1 and Lots 1—14, Block 2 are any permitted or accessory uses allowed in the RSF-3 zoning district. The allowable uses for Lot 24 17, of Block 1, Steeple Hill are an is a 67-unit apartment building with a minimum of 67 units and the accessory uses as allowed in the RMF-4 (multiple family 4) zoning district. The allowable uses for all other lots within the PUD include any permitted and accessory uses as allowed in the RSF-3 (single family detached 3) zoning district. These uses shall be considered "permitted" in the PUD, provided they comply with all the development standards and conditions approved by City Council Resolution 2010-231, on file in the office of the zoning administrator under file 2010052.~~

- Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD ~~general plans cited in Subd. 2 above~~ approved by City Council Resolution 2010-231, on file in the office

**21655.52. - 169 & 55 Apartments PUD (presently known as “The Axis”).**

- Subd. 1. **Location.Legal Description.** This PUD is located at 350 Nathan Lane North, and is currently legally described as follows:



Lots 1 and 2, Block 1, ~~Homestead Village Incorporated~~ HOMESTEAD VILLAGE INCORPORATED, according to the recorded plat thereof, Hennepin County, Minnesota.

Subd. 2. Incorporated herein by reference are the 169 & 55 Apartments PUD plans ~~received by the City on October 19 and 26, 2010, December 10, 2010 and January 21, 2011, except as may be amended approved~~ by City Council Resolution 2011-126, on file in the ~~office~~ Office of the ~~zoning administrator~~ Zoning Administrator under ~~file~~ File 2010086; ~~together with and a~~ PUD amendment for wall signage ~~received by the City on October 10 and 31, 2016, except as may be amended approved~~ by City Council Resolution 2017-019, on file in the Office of the Zoning Administrator under ~~file~~ File 2016087.

Subd. 3. **Allowable Uses.** The allowable uses are any uses allowed in the RMF-5 (multiple family 5) zoning district. The RMF-5 uses listed as permitted or accessory shall be considered "permitted" in the PUD, and the RMF-5 uses listed as conditional uses or uses allowed by administrative permit shall be considered "conditional" and "administrative" uses, respectively, in the PUD, provided all such uses comply with the specified development standards and conditions, ~~and as approved by City Council Resolution 2011-126, on file in the office of the zoning administrator under file 2010086 and City Council Resolution 2017-019, on file in the Office of the Zoning Administrator under file 2016087.~~

Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD general plans cited in Subd. 2 above ~~approved by City Council Resolution 2011-126, on file in the office of the zoning administrator under file 2010086 and City Council Resolution 2017-019, on file in the Office of the Zoning Administrator under file 2016087.~~

#### **21655.53. - Summit Dance Shoppe PUD.**

Subd. 1. ~~Location. Legal Description.~~ This PUD is located at 2800 Fernbrook Lane North, and is currently legally described as follows:

Lot 1, Block 1, ~~Industrial Park 494~~ INDUSTRIAL PARK 494, Hennepin County, Minnesota.

Subd. 2. Incorporated herein by reference are the Summit Dance Shoppe PUD plans ~~received by the City on June 6, 2011 and June 24, 2011, except as may be amended approved~~ by City Council Resolution 2011-225, on file in the Office of the Zoning Administrator under File 2011033.

Subd. 3. **Allowable Uses.** The allowable uses are any permitted, interim, or accessory uses allowed in the O district and a dance studio as a principal use. All uses listed herein shall be considered "permitted" in the PUD, provided they comply with the applicable development standards and conditions established by the PUD.

~~All of the uses listed above shall be considered "permitted" in the PUD, provided they comply with all the development standards and conditions approved by City Council Resolution 2011-225, on file in the Office of the Zoning Administrator under File 2011033.~~



- Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD general plans cited in Subd. 2 above~~approved by City Council Resolution 2011-225, on file in the Office of the Zoning Administrator under File 2011033.~~

**21655.54. - Cornerstone Auto PUD.**

- Subd. 1. ~~Location.~~**Legal Description.** This PUD is located at the southwest corner of County Road 9 and Vinewood Lane (presently addressed as 3901 Vinewood Lane), and is legally described as Lot 1, Block 1, ~~Powells Addition~~ POWELLS ADDITION, Hennepin County, Minnesota, and Lot 1, Block 1, ~~Amoco Oil Company 2<sup>nd</sup> Addition~~ AMOCO OIL COMPANY 2ND ADDITION, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are the Cornerstone Auto PUD plans ~~received by the City on June 8, 2011, except as may be amended~~ approved by City Council Resolution 2011-258, on file in the Office of the Zoning Administrator under File 2011037.
- Subd. 3. **Allowable Uses.** The uses allowed in this PUD shall include all permitted, accessory, conditional, interim, and administrative uses in the C-4 (community commercial) zoning district, together with an automobile dealership.
- Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD general plans cited in Subd. 2 above~~, except as may be amended by City Council Resolution 2011-258, on file in the Office of the Zoning Administrator under File 2011037.~~

**21655.55. -~~Rational Energies HC Inc~~ REPEALED. [Was for former Rational Energies, 14920 27th Avenue North – File 2011056]**

- ~~Subd. 1. **Legal Description.** This PUD is currently legally described as follows:~~

~~Lot 8, Block 2, Circle Star business Center 2<sup>nd</sup> Addition, Hennepin County, Minnesota.~~

- ~~Subd. 2. Incorporated herein by reference are the Rational Energies HC Inc. PUD plans received by the City on July 14, 2011 and August 5, 2011, except as may be amended by City Council Resolution 2011-285, on file in the Office of the Zoning Administrator under File 2011056.~~

- ~~Subd. 3. **Allowable Uses.** The allowable uses are any permitted, interim or accessory uses allowed in the I-2 district and oil manufacturing as a principal use.~~

~~All of the uses listed above shall be considered "permitted" in the PUD, provided they comply with all the development standards and conditions approved by City Council Resolution 2011-285, on file in the Office of the Zoning Administrator under File 2011056.~~

- ~~Subd. 4. **Development Standards.** Development standards shall be as indicated on the PUD general plan approved by City Council Resolution 2011-285, on file in the Office of the Zoning Administrator under File 2011056.~~

**21655.56. - PUD 81-1 (Northwest Business Campus).**

Amendment for ~~Westhealth-WestHealth~~ Emergency Department Expansion ~~for Lots 1 and 3, Block 1, West Suburban Health Campus Second Addition:~~

- Subd. 1. ~~Location.Legal Description.~~ The property affected by this PUD amendment is located at 2855 Campus Drive, and is currently legally described as ~~Lots 1 and 3, Block 1, West Suburban Health Campus Second Addition~~ WEST SUBURBAN HEALTH CAMPUS THIRD ADDITION, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference ~~is are~~ the amended PUD amendment plans Plans received by the City on January 24, 2012, except as may be amended approved by City Council Resolution 2012-079, on file in the Office of the Zoning Administrator under File 2011099.

**21655.57. - PUD 81-1 (Northwest Business Campus).**

Amendment for ~~Westhealth-WestHealth~~ Transitional Care Facility Expansion ~~for Lot 2, Block 1, West Suburban Health Campus Third Addition:~~

- Subd. 1. ~~Location.Legal Description.~~ The property affected by this PUD amendment is located at 2775 Campus Drive, and is currently legally described as ~~Lot 2 Lot 1, Block 1, West Suburban Health Campus Third Addition~~ WEST SUBURBAN HEALTH CAMPUS FOURTH ADDITION, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are the ~~amended~~ PUD amendment plans Plans received by the City on January 4, 2013, except as may be amended approved by City Council Resolution 2013-071, on file in the ~~office~~ Office of the ~~zoning administrator~~ Zoning Administrator under ~~file~~ File 2013001.

**21655.58. - Steeple Hills ~~2<sup>nd</sup>~~-2nd Addition PUD (see also: Section 21655.51 for related “Steeple Hill PUD”).**

- Subd. 1. ~~Location.Legal Description.~~ This PUD is located northwest of Chankahda Trail and Vicksburg Lane, directly west of the plat recorded as STEEPLE HILL, and is currently legally described as ~~follows:~~ and includes all lots and blocks within the plat recorded as STEEPLE HILLS 2ND ADDITION, Hennepin County, Minnesota.

~~Parcel 1: That part of west 60 acres of Northeast ¼ Section 5 Township 118 Range 22 lying northerly of Hennepin County Highway Number 47 except that part thereof described as commencing at northeast corner of said west 60 acres; thence on an assumed bearing of S 00 degrees 08 minutes 02 seconds east along east line thereof, 496.14 feet to point of beginning; thence south 89 degree 51 minutes 58 seconds west, 320.00 feet; thence south 00 degrees 08 minutes 02 seconds east 323.54 feet to northerly right-of-way of Hennepin~~

~~County Highway Number 47; thence northeasterly along said right of way to said east line; thence northerly along said east line to point of beginning. Subject to highway, Hennepin County, Minnesota.~~

~~Parcel 2: That part of west 60 acres of northeast ¼ Section 5, Township 118, Range 22, described as commencing at northeast corner of said west 60 acres; thence on an assumed bearing of S 00 degrees 08 minutes 02 seconds east along east line thereof, 496.14 feet to point of beginning; thence south 89 degree 51 minutes 58 seconds west, 320.00 feet; thence south 00 degrees 08 minutes 02 seconds east 323.54 feet to northerly right-of-way of Hennepin County Highway Number 47; thence northeasterly along said right-of-way to said east line; thence northerly along said east line to point of beginning. Subject to highway, Hennepin County, Minnesota.~~

Subd. 2. Incorporated herein by reference are the Steeple Hills 2<sup>nd</sup>-2nd Addition PUD plans ~~received by the City on April 4 and May 9, 2013, except as may be amended~~ approved by City Council Resolution 2013-195, on file in the ~~office~~ Office of the ~~zoning administrator~~ Zoning Administrator under ~~file~~ File 2013023.

Subd. 3. **Allowable Uses.** The allowable uses for all the lots ~~within the PUD are include~~ any permitted ~~or and~~ accessory uses as allowed in the RSF-3 (single family detached 3) zoning district. ~~These uses shall be considered "permitted" in the PUD, provided they comply with all the development standards and conditions approved by City Council Resolution 2013-196, on file in the office of the zoning administrator under file 2013023.~~

Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD ~~general plans cited in Subd. 2 above approved by City Council Resolution 2013-196, on file in the office of the zoning administrator under file 2013023.~~

#### **21655.59. - Ferndale Terrace PUD.**

Subd. 1. **Location. Legal Description.** This PUD is located at the southeast corner of County Road 6 and Ferndale Road, and is currently legally described as follows: Lots 1-7 of Block 1, FERNDAL TERRACE, Hennepin County, Minnesota.

~~That part of government lot 6, section 30, township 118, range 22, lying westerly of the west line of Hunter's Bluff and its northerly extension, which lies between the north line of the south 30 feet of said government lot 65 and a line drawn easterly at an angle of 87 degrees 15 minutes, measured south to east from a point on the west line of said government lot 6 distant 358.38 feet northerly from the southwest corner of said section 30. Subject to a highway easement in favor of the County of Hennepin as shown on the plat of Hennepin County State Aid Highway no. 6, Plat 5 C.R. Doc No. 3844152; Subject to a highway easement in favor of the City of Plymouth for Ferndale Road over the westerly 33 feet of above described land, as determined in Torrens Case No. 20250, Order Doc. No. 3557568.~~

Subd. 2. Incorporated herein by reference are the Ferndale Terrace PUD plans ~~received by the City on February 27 and April 14, 2014, except as may be amended~~ approved by City Council

Resolution 2014-186, on file in the ~~office~~Office of the ~~zoning administrator~~Zoning Administrator under ~~file~~File 2014011.

- Subd. 3. **Allowable Uses.** The allowable uses for all ~~the~~ lots within this PUD are any permitted or accessory uses allowed in the RSF-4 (single and two family) zoning district. These uses shall be considered "permitted" in the PUD, provided they comply with all the development standards and conditions ~~approved by City Council Resolution 2014-186, on file in the office of the zoning administrator under file 2014011 as specified for the PUD.~~
- Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD ~~general plans cited in Subd. 2 above~~ approved by City Council Resolution 2014-186, on file in the office of the zoning administrator under file 2014011.

**21655.60. - Plymouth Corporate Center PUD.**

- Subd. 1. ~~Location. Legal Description.~~ This PUD is located at the southwest corner of County Road 6 and Xenium Lane (presently addressed as 1405 Xenium Lane North), and is legally described as follows:

Lot 1, Block 1, MINNEAPOLIS INDUSTRIAL PARK ~~6<sup>TH</sup>~~-6TH ADDITION, Hennepin County, Minnesota, except that part which lies northerly, westerly and southerly of the following described line:

Beginning at the most westerly corner of said Lot 1; thence North 06 degrees 08 minutes 12 seconds East along the westerly line of said Lot 1 a distance of 44.73 feet; thence North 11 degrees 50 minutes 52 seconds East, along said westerly line a distance of 192.47 feet; thence North 59 degrees 53 minutes 30 seconds East along said westerly line a distance of 43.30 feet; thence northeasterly along said westerly line a distance of 75.70 feet along a nontangential curve concave to the southeast having a radius of 1357.39 feet, chord bearing of North 23 degrees 14 minutes 21 seconds East and a central angle of 03 degrees 11 minutes 43 seconds to the point of beginning of the line to be described; thence South 57 degrees 58 minutes 03 seconds East a distance of 119.15 feet; thence North 61 degrees 47 minutes 19 seconds East a distance of 124.96 feet; thence North 31 degrees 56 minutes 34 seconds East a distance of 116.48 feet; thence North 20 degrees 28 minutes 59 seconds East a distance of 33.79 feet; thence North 88 degrees 29 minutes 59 seconds East a distance of 103.47 feet; thence North 01 degrees 30 minutes 01 seconds West a distance of 154.32 feet; thence South 88 degrees 29 minutes 59 seconds West a distance of 223.04 feet to the westerly line of said Lot 1 and there said line terminating.

- Subd. 2. Incorporated herein by reference are the Plymouth Corporate Center PUD plans approved by City Council Resolution 2014-250 on file in the Office of the Zoning Administrator under File 2014023.

- Subd. 3. **Allowable Uses.** The ~~allowable uses~~uses allowed in this PUD are any permitted, interim, or accessory uses allowed in the I-2 district and offices, administrative/commercial (excludes offices/clinics for medical, dental, or chiropractic services).

~~All of the uses listed above shall be considered "permitted" in the PUD, provided they comply with all the development standards and conditions approved by City Council Resolution 2014-250, on file in the Office of the Zoning Administrator under File 2014023.~~

- Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD general plans cited in Subd. 2 above ~~approved by City Council Resolution 2014-250, on file in the Office of the Zoning Administrator under File 2014023.~~

**21655.61. - PUD 81-1 (Northwest Business Campus).**

Amendment for Mini Hops Gymnastics Lot 1, Block 1, Northwest Business Campus, 8<sup>th</sup> Addition:

- Subd. 1. ~~**Location.**~~ ~~**Legal Description.**~~ ~~This~~ The property affected by this PUD amendment is located at 2600 Campus Drive, and is legally described as Lot 1, Block 1, Northwest Business Campus 8<sup>th</sup> Addition NORTHWEST BUSINESS CAMPUS 8TH ADDITION, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are the ~~Northwest Business Campus Mini-Hops Gymnastics PUD amendment plans by City Council Resolutions 85-555 and 85-556 on file in the Office of the Zoning Administrator under file 85059, and City Council Resolution 85-557 on file in the Office of the Zoning Administrator under file 85060, and as amended by the PUD amendment approved by City Council Resolution 98-624 on file in the Office of the Zoning Administrator under file File 98150, and together with the PUD amendment plans received approved by the City on February 6, 2015 and March 20, 2015 pursuant to City Council Resolution 2015-118 on file in the Office of the Zoning Administrator under File 2015011.~~
- Subd. 3. **Allowable Uses.** In addition to the uses previously approved within the PUD, A sports and fitness club and accessory preschool shall be permitted at the subject location on Lot 1, Block 1, Northwest Business Campus 8<sup>th</sup> Addition, in addition to uses previously approved under the PUD.
- Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD ~~General Pplans~~ cited in Subd. 2 above.

**21655.62. - PUD 83-1 (Parkers Lake).**

Amendment for Plymouth Point Business Center Lot 1, Block 1, Parkers Lake Corporate Center 5<sup>th</sup> Addition.

- Subd. 1. ~~**Location.**~~ ~~**Legal Description.**~~ The property affected by this PUD amendment is located at 15175 25th Avenue North, and is presently legally described as Lot 1, Block 1, Parkers Lake Corporate Center 5<sup>th</sup> Addition, Hennepin County, Minnesota. After the final plat for subdivision of the parcel described above is recorded, the property affected by this PUD amendment will be legally described as Lot 1, Block 1, Parkers Lake Corporate Center 11<sup>th</sup>

~~Addition~~ PARKERS LAKE CORPORATE CENTER ELEVENTH ADDITION, Hennepin County, Minnesota.

- Subd. 2. Incorporated herein by reference are the Plymouth Point Business Center PUD amendment plans ~~received by the City on May 12, 2015, as may be amended~~ approved by City Council Resolution 2015-171, on file in the ~~office~~ Office of the ~~zoning administrator~~ Zoning Administrator under ~~file~~ File 2015025.
- Subd. 3. **Allowable Uses.** The uses allowed on this lot shall include any permitted, accessory, conditional, or interim uses allowed in the I-2 (general industrial) zoning district. These uses shall be considered "permitted" on this lot, provided they comply with any conditions specified for such uses, and with all development standards and conditions approved by City Council Resolution 2015-171. Additionally, the uses listed as uses by administrative permit in the I-2 district shall be considered "administrative" on this lot.
- Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD ~~amendment~~ plans ~~cited in Subd. 2 above received by the City on May 12, 2015, as approved under City Council Resolution 2015-171, on file in the office of the zoning administrator under file~~ 2015025.

**21655.63. - Brockton PUD. ("Villas at Copper Creek")**

- Subd. 1. ~~Location.~~ **Legal Description.** This PUD is located in the southeast quadrant of Hamel Road and Brockton Lane, and is currently legally described as follows: Lots 1-27 of Block 1 and Lots 1-9 of Block 2, VILLAS AT COPPER CREEK, Hennepin County, Minnesota, and Lots 1-12 of Block 1 and Lots 1-16 of Block 2, VILLAS AT COPPER CREEK 2ND ADDITION, Hennepin County, Minnesota.

~~Lot 20, Block 1, COPPER CREEK, according to the recorded plat thereof, Hennepin County, Minnesota.~~

~~AND~~

~~Commencing at a point 227.0 feet East of the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 7, Township 118, Range 22 West for a place of beginning; thence North and parallel with the West line of said Northwest Quarter of Southwest Quarter a distance of 39.8 feet, more or less, to the Southerly line of County Road No. 9; thence Southeasterly on the Southerly line of County Road No. 9 a distance of 13.5 feet, more or less, to its intersection with South line of said Northwest Quarter of Southwest Quarter; thence West on the South line of said Northwest Quarter of Southwest Quarter a distance of 190.6 feet to the place of beginning.~~

- Subd. 2. Incorporated herein by reference are the Brockton PUD plans ~~received by the City on June 9, 2015, except as may be amended~~ approved by City Council Resolution 2015-266, on file in the office of the Zoning Administrator under File 2015052.

- Subd. 3. **Allowable Uses.** The principal use permitted ~~for the lots~~ within this PUD is single-family development, and the allowable accessory uses within this PUD are any accessory uses or uses by administrative permit, as listed in the RMF-2 (multiple family 2) zoning district.
- Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD ~~general plans cited in Subd. 2 above, except as may be amended by City Council Resolution 2015-266, on file in the office of the Zoning Administrator under File 2015052.~~

**21655.64. - Begin Oaks PUD. ("Camelot Nine at Begin")**

- Subd. 1. ~~**Location.**~~ ~~**Legal Description.**~~ This PUD is located along both sides of 56th Avenue between Cheshire Parkway and Yucca Lane, and is currently legally described as follows:

Lots 1-23 of Block 1, Lots 1-30 of Block 2, Lots 1-5 of Block 3, Lots 1-4 of Block 4, Lots 1-4 of Block 5, Lots 1-5 of Block 6, Lots 1-6 of Block 7, and Outlots A, B, D, E, F, G, H, I, and J, CAMELOT NINE AT BEGIN, Hennepin County, Minnesota.

AND

Lots 1-17 of Block 1, Lots 1-25 of Block 2, Lots 1-6 of Block 3, Lots 1-2 of Block 4, and Outlots A, B, and C, CAMELOT NINE AT BEGIN 2ND ADDITION, Hennepin County, Minnesota.

AND

Lots 1-10 of Block 1, Lots 1-4 of Block 2, Lot 1 of Block 3, Lots 1-6 of Block 4, Lots 1-4 of Block 5, Lots 1-6 of Block 6, Lots 1-6 of Block 7, Lots 1-5 of Block 8, Lots 1-6 of Block 9, and Outlots A, B, C, and-D, CAMELOT NINE AT BEGIN 3RD ADDITION, Hennepin County, Minnesota.

~~The North 660 of the West 330 feet of the Northwest Quarter of the Southwest Quarter of Section 3, Township 118 North, Range 22, Hennepin County, Minnesota.~~

~~AND~~

~~That part of the Northwest Quarter of the Southwest Quarter lying East of the West 330 feet thereof, and that part of the West 330 feet of the Northwest Quarter of the Southwest Quarter lying South of the North 660 feet thereof, all in Section 3, Township 118, Range 22, Hennepin County, Minnesota.~~

~~AND~~

~~That part of the North Half of the Southeast Quarter of the Southwest Quarter of Section 3, Township 118, Range 22, Hennepin County, Minnesota, lying West of the Westerly right-of-way line of Interstate Highway Number 494 as described in Book 3514 of Mortgages, Page 374, Hennepin County records.~~



~~EXCEPT that part of the South 30 feet of the East 700 feet of the North Half of the Southeast Quarter of the Southwest Quarter, in Section 3, Township 118, Range 22, Hennepin County, Minnesota, which lies Westerly of a line drawn parallel with and 40 feet Westerly of the Westerly right-of-way line of Interstate Highway Number 494.~~

~~AND~~

~~That part of the South Half of the Northeast Quarter of the Southwest Quarter of Section 3, Township 118, Range 22, Hennepin County, Minnesota, lying West of the Westerly right-of-way line of Interstate Highway Number 494 as described in Book 3514 of Mortgages, Page 374, Hennepin County records.~~

~~AND~~

~~Outlot B, Glacier Vista, Hennepin County, Minnesota.~~

- Subd. 2. Incorporated herein by reference are the Begin Oaks PUD plans ~~received by the City on February 4 and February 25, 2016 and revisions received May 5, 2016, except as may be amended~~ approved by City Council Resolution 2016-161, on file in the ~~office~~ Office of the Zoning Administrator under File 2016009.
- Subd. 3. **Allowable Uses.** The principal uses permitted for the lots within this PUD are single-family and townhome development, and the allowable accessory uses within this PUD are any accessory uses or uses by administrative permit listed in the RSF-3 (single family detached 3) zoning district.
- Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD ~~general plans cited in Subd. 2 above, except as may be amended by City Council Resolution 2016-161, on file in the office of the Zoning Administrator under File 2016009.~~

**21655.65. - St. Barnabas/Jordan Crossing PUD.**

- Subd. 1. ~~Location. Legal Description.~~ This PUD is located at 15600 Old Rockford Road, and is currently legally described as Lots 1 and 2, Block 1, St. Barnabas Addition ST. BARNABAS ADDITION, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are the St. Barabas/Jordan Crossing PUD plans ~~received by the City on May 11, June 22 and July 28, 2016, except as may be amended~~ approved by City Council Resolution 2016-290, on file in the ~~office~~ Office of the Zoning Administrator under File 2016037.
- Subd. 3. **Allowable Uses.** The principal uses permitted within this PUD are a religious institution, a columbarium/memorial garden, daycare/Montessori school, and a residential hospice facility and the allowable accessory uses within this PUD are any accessory uses or uses by administrative permit listed in the RSF-1 (single family detached 1) zoning district.



- Subd. 4. **Development Standards.** Development standards shall be as indicated in the RSF-1 zoning district and on the approved PUD ~~general plans cited in Subd. 2 above, except as may be amended by City Council Resolution 2016-290, on file in the office of the Zoning Administrator under File 2016037.~~

**21655.66. - Four Seasons PUD.**

- Subd. 1. ~~Location. Legal Description.~~ This PUD is located southwest of County Road 9 and Highway 169, and is currently legally described as follows:

Parcel 1:

All that part of Lot 1, Block 1, Plymouth Plaza 4<sup>th</sup> Addition lying Westerly of Hennepin County State Aid Highway No. 18, Plat 32.

Also: A 200-foot by 200-foot tract adjacent to the Northwestern corner of Lot 1, Block 1, and labeled "EXCEPTION" on the plat of record of Plymouth Plaza 4th Addition, being described as follows:

Commencing at the Northeast corner of Lot 1, Block 1, Plymouth Plaza Addition; thence Easterly along the Southerly line of County Road No. 9, a distance of 269.01 feet; thence at a right angle South a distance of 7 feet to the actual point of beginning of the tract of land to be described; thence continuing South along the last described course a distance of 103 feet; thence Southerly along a tangential curve to the left, with a radius of 834.3 feet, a distance of 97.23 feet; thence Easterly parallel with the Southerly line of County Road No. 9, a distance of 194.34 feet; thence at a right angle North a distance of 200 feet to a point 7 feet South of the Southerly line of County Road No. 9; thence Westerly parallel with Southerly line of County Road No. 9, a distance of 200 feet to the actual point of beginning.

Also: the North 48 feet of Lot 1, Block 5, Plymouth Plaza 4th Addition.

Also: the North 55 feet of Lot 1, Block 1, Plymouth Plaza Addition.

Also: the North 55 feet of Lots 1, 2, and 3, Block 5, Plymouth Plaza 2nd Addition.

Together with that part of Old Hennepin County Road No. 9 in that part of Section 13, Township 118, Range 22, Hennepin County, Minnesota, lying Westerly of the Northerly extension of the Westerly right-of-way of Lancaster Lane, as platted Plymouth Plaza 4<sup>th</sup> Addition, and lying Easterly and Southerly of the following described line:

Beginning at a point on the Northerly lot line of Lot 4, Block 5, Plymouth Plaza 2nd Addition, distant 46.35 feet Westerly of the Northeast corner of said Lot 4 (said Northerly line has assumed bearing of North 88 degrees 26 minutes 06 seconds East); thence North 41 degrees 33 minutes 47 seconds East, a distance of 58.50 feet, more or less, to the South line of Hennepin County State Aid Highway No. 18, Plat 32; thence Easterly along said Southerly line of C.S.A.H. No. 18 to its intersection with the Northerly extension of the Westerly right-of-way of said Lancaster Lane and there terminating.

Together with that part of County Road No. 9 (Rockford Road) lying Easterly of the Northerly extension of the Westerly right-of-way of Lancaster Lane and Westerly of the Westerly right-of-way of County State Aid Highway No. 18, all lying in Section 13, Township 118, Range 22, Hennepin County, Minnesota as vacated public roadway.

Together with that part of North 55 feet of Nathan Lane lying South of the South right-of-way line of County Road No. 9 in Section 13, Township 118, Range 22.

Together with that part of Lancaster Lane described as; Beginning at the intersection of the Easterly right-of-way of Lancaster Lane and the Southerly right-of-way of County Road No. 9; thence Southerly along the Easterly right-of-way of Lancaster Lane a distance of 200.23 feet; thence Northwesterly to a point on the Westerly right-of-way of Lancaster Lane distant 48.00 feet Southerly of Southerly right-of-way of County Road No. 9; thence Northerly along Westerly right-of-way of Lancaster Lane to Southerly right-of-way of County Road No. 9; thence Easterly to point of beginning and there terminating; all lying in Section 13, Township 118, Range 22, Hennepin County, Minnesota.

Parcel 2:

That part of Lot 3, Block 1, Plymouth Plaza 4th Addition, according to the recorded plat thereof, Hennepin County, Minnesota, lying Westerly of Hennepin County State Aid Highway No. 18, Plat 32 according to the recorded plat thereof and Northerly of the following described line: Commencing at the most Southwesterly corner of said Lot 3, Block 1, Plymouth Plaza 4th Addition; thence Northwesterly along the right-of-way line of Lancaster Lane, according to the recorded plat thereof, to the most Westerly corner of said Lot 3, Block 1; thence Northeasterly along a Northwesterly line of said Lot 3, Block 1, for a distance of 100.00 feet to the actual point of beginning of the line to be described; thence Easterly parallel with the South line of said Lot 3, Block 1, to the Westerly line of said Hennepin County State Aid Highway No. 18, Plat 32 and there terminating.

Subd. 2. Incorporated herein by reference are the Four Seasons PUD plans ~~received by the City on October 4, 2019, except as may be amended approved~~ by City Council Resolution 2019-303, on file in the ~~office~~ Office of the Zoning Administrator under File 2019093.

Subd. 3. **Allowable Uses.** The uses permitted in this PUD shall include the following:

- Two general-occupancy/family apartment buildings; one with 74 units and one with 89 units (combined total of 163 units), both with three stories of apartments over an indoor parking level.
- One independent-living senior apartment building with 255 units and six stories of apartments over an indoor parking level.
- Four retail/commercial buildings, each one story in height, totaling 23,300 square feet.
- A park-and-ride ramp containing 229 parking spaces on three parking levels.
- A City pump house (previously-existing structure to remain).

- Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved ~~Four Seasons~~ PUD plans cited in Subd. 2 above ~~received by the City on October 4, 2019, except as may be amended by City Council Resolution 2019-303, on file in the office of the Zoning Administrator under File 2019093.~~

**21655.67. - West Plymouth Property PUD. ("The Enclave at Elm Creek")**

- Subd. 1. **Location.** ~~Legal Description.~~ This PUD is located at the northeast corner of 54th Avenue and County Road 101, and is currently ~~legally~~ described as follows:

Lots 1-6 of Block 1, Lots 1-8 of Block 2, Lots 1-3 of Block 3, and Lots 1-6 of Block 4, THE ENCLAVE AT ELM CREEK, Hennepin County, Minnesota.

AND

Lots 1-14 of Block 1, Lots 1-31 of Block 2, Lots 1-21 of Block 3, and Lots 1-22 of Block 4, THE ENCLAVE AT ELM CREEK 2ND ADDITION, Hennepin County, Minnesota.

~~That part of the West Half of the Southwest Quarter of Section 6, Township 118, Range 22, according to the United States Government Survey thereof, Hennepin County, Minnesota lying northerly and northeasterly of the following described line:~~

~~Commencing at the southeast corner of said West Half of the Southwest Quarter; thence on an assumed bearing of North 00 degrees 23 minutes 13 seconds East along the east line of said West Half of the Southwest Quarter a distance of 356.30 feet to the point of beginning of said described line; thence northwesterly a distance of 322.71 feet along a non-tangential curve concave to the northeast, having a radius of 467.50 feet, a central angle of 39 degrees 33 minutes 00 seconds and a chord that bears North 50 degrees 04 minutes 08 seconds West a distance of 316.34 feet; thence northwesterly a distance of 509.31 feet along a reverse curve concave to the southwest having a radius of 1282.50 feet and a central angle of 22 degrees 45 minutes 12 seconds; thence North 53 degrees 02 minutes 50 seconds West, tangent to last described curve, a distance of 290.23 feet; thence northwesterly a distance of 53.24 feet along a tangential curve concave to the southwest, having a radius of 532.50 feet and a central angle of 05 degrees 43 minutes 43 seconds; thence North 57 degrees 16 minutes 55 seconds West, not tangent to last described curve, a distance of 50.13 feet; thence northwesterly a distance of 244.19 feet along a non-tangential curve concave to the southwest, having a radius of 500.00 feet, a central angle of 27 degrees 58 minutes 57 seconds and a chord that bears North 76 degrees 11 minutes 16 seconds West a distance of 241.77 feet; thence South 89 degrees 49 minutes 15 seconds West, tangent to last described curve, a distance of 103.16 feet to the west line of said West Half of the Southwest Quarter and said described line there terminating.~~

- Subd. 2. Incorporated herein by reference are the West Plymouth Property PUD plans ~~received by the City on June 9, 2017, except as may be amended approved~~ by City Council Resolution 2017-264, on file in the ~~office-Office~~ of the Zoning Administrator under File 2017032.
- Subd. 3. **Allowable Uses.** The principal uses permitted ~~for the lots~~ within this PUD are single-family ~~development homes~~; and the allowable accessory uses within this PUD are any accessory uses or uses by administrative permit, ~~as~~ listed in the RSF-3 ~~(single family detached 3)~~ zoning district.
- Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD ~~general plans cited in Subd. 2 above, except as may be amended by City Council Resolution 2017-264, on file in the office of the Zoning Administrator under File 2017032.~~

**21655.68. - Westin Ridge PUD.**

- Subd. 1. ~~Location. Legal Description.~~ This PUD is located at the southeast corner of Chankahda Trail and County Road 101, and is currently legally described as follows:

Lots 1-26 of Block 1, Lots 1-8 of Block 2, Lots 1-8 of Block 3, Lots 1-11 of Block 4, Lots 1-9 of Block 5, and Outlot B, WESTIN RIDGE, Hennepin County, Minnesota.

AND

Lots 1-10 of Block 1, Lots 1-12 of Block 2, Lots 1-14 of Block 3, Lots 1-22 of Block 4, Lot 1 of Block 5, and Outlots A, B, and C, WESTIN RIDGE 2ND ADDITION, Hennepin County, Minnesota.

~~That part of the Northwest Quarter of the Northwest Quarter of Section 6, Township 118, Range 22, Hennepin County, Minnesota described as follows:~~

~~Commencing at the Southwest corner of said Northwest Quarter of the Northwest Quarter; thence on an assumed bearing of North 89 degrees 52 minutes 54 seconds East, along the South line of said Northwest Quarter of the Northwest Quarter, a distance of 394.51 feet to the point of beginning; thence continue North 89 degrees 52 minutes 54 seconds East; along said South line, a distance of 120.40 feet; thence North 21 degrees 38 minutes 37 seconds West, a distance of 109.52 feet; thence South 68 degrees 21 minutes 23 seconds West, a distance of 112.00 feet to a line that bears North 21 degrees 38 minutes 37 seconds West from the point of beginning; thence South 21 degrees 38 minutes 37 seconds East, a distance of 65.31 feet to the point of beginning.~~

~~AND~~

~~The West 750.00 feet of the Southwest Quarter of the Northwest Quarter of Section 6, Township 118, Range 22, Hennepin County, Minnesota.~~

~~Except therefrom the following described tract:~~

That part of the Northwest Quarter of the Northwest Quarter of Section 6, Township 118, Range 22, Hennepin County, Minnesota described as follows:

~~Commencing at the Northwest corner of said Southwest Quarter of the Northwest Quarter; thence on an assumed bearing of North 89 degrees 52 minutes 54 seconds East, along the North line of said Southwest Quarter of the Southwest Quarter, a distance of 568.58 feet to the point of beginning; thence continue North 89 degrees 52 minutes 54 seconds East, along said North line, a distance of 181.46 feet to the Northeast corner of the West 750.00 feet of said Southwest Quarter of the Northwest Quarter, thence South 07 degrees 13 minutes 22 seconds West, a distance of 170.65 feet; thence North 88 degrees 37 minutes 58 seconds East, a distance of 43.16 feet; thence North 29 degrees 36 minutes 53 seconds West, a distance of 126.83 feet to a line that bears South 42 degrees 14 minutes 18 seconds East from the point of beginning; thence North 42 degrees 14 minutes 18 seconds West, a distance of 80.61 feet to the point of beginning.~~

AND

That part of the West Half of the Northwest Quarter of Section 6, Township 118, Range 22, Hennepin County, Minnesota, lying southerly of the following described line:

~~Commencing at the northwest corner of the Southwest Quarter of the Northwest Quarter; thence North 00 degrees 44 minutes 04 seconds West along the west line of said Northwest Quarter, a distance of 500.00 feet to the point of beginning of the line to be described; thence North 89 degrees 15 minutes 56 seconds East, a distance of 470.00 feet; thence South 39 degrees 05 minutes 06 seconds East, a distance of 1214.27 feet to the east line of said West Half of the Northwest Quarter and said line there terminating. EXCEPT the west 750.00 feet of the Southwest Quarter of the Northwest Quarter, also EXCEPT the following described tract:~~

That part of the Northwest Quarter of the Northwest Quarter of Section 6, Township 118, Range 22, Hennepin County, Minnesota, described as follows:

~~Commencing at the southwest corner of said Northwest Quarter of the Northwest Quarter; thence on an assumed bearing of North 89 degrees 52 minutes 54 seconds East, along the south line of said Northwest Quarter of the Northwest Quarter a distance of 394.51 feet to the point of beginning; thence continue North 89 degrees 52 minutes 54 seconds East; along said south line, a distance of 120.40 feet; thence North 21 degrees 38 minutes 37 seconds West, a distance of 109.52 feet; thence South 68 degrees 21 minutes 23 seconds West, a distance of 112.00 feet to a line that bears North 21 degrees 38 minutes 37 seconds West from the point of beginning; thence South 21 degrees 38 minutes 37 seconds East, a distance of 65.31 feet to the point of beginning.~~

TOGETHER with the following described tract:

~~That part of the Southwest Quarter of the Northwest Quarter of Section 6, Township 118, Range 22, Hennepin County, Minnesota described as follows: Commencing at the northwest corner of said Southwest Quarter of the Northwest Quarter; thence on an assumed bearing of North 89 degrees 52 minutes 54 seconds East, along the north line of said Southwest Quarter of the Southwest Quarter a distance of 568.58 feet to the point of beginning; thence continue North 89 degrees 52 minutes 54 seconds East, along said north line, a distance of 181.46 feet to the northeast corner of the West 750.00 feet of said Southwest Quarter of the Northwest Quarter; thence South 07 degrees 13 minutes 22 seconds West, a distance of 170.65 feet; thence North 88 degrees 37 minutes 58 seconds East, a distance of 43.16 feet; thence North 29 degrees 36 minutes 53 seconds West, a distance of 126.83 feet to a line that bears South 42 degrees 14 minutes 18 seconds East from the point of beginning; thence North 42 degrees 14 minutes 18 seconds West, a distance of 80.61 feet to the point of beginning.~~

AND

~~All that part of the West One-Half of the Northwest Quarter of Section 6, Township 118, Range 22, in Hennepin County, Minnesota, lying South of County Road No. 47, except:~~

~~That part of the West Half of the Northwest Quarter of Section 6, Township 118, Range 22, lying Southerly of the following described line:~~

~~Commencing at the Northwest corner of the Southwest Quarter of the of the Northwest Quarter of said section 6 thence on an assumed bearing of North 0 degrees 44 minutes 04 seconds West, along the West line of said Section 6, a distance of 500 feet, to the point of beginning of the line to be described; thence North 89 degrees 15 minutes 56 seconds East, 470.00 feet; thence South 39 degrees 05 minutes 06 seconds East 1214.27 feet, to the East line of the West Half of the Northeast Quarter of said Section 6 and said line there terminating.~~

AND

~~The West 275 feet of the Northerly 1120.2 feet of the Northeast Quarter of the Northwest Quarter lying South of County Road No. 47, Section 6, Township 118, Range 22, Hennepin County, Minnesota.~~

- Subd. 2. Incorporated herein by reference are the Westin Ridge PUD plans ~~received by the City on February 7, 2019, except as may be amended approved~~ by City Council Resolution 2019-060, on file in the ~~office-Office~~ of the Zoning Administrator under File 2018078.
- Subd. 3. **Allowable Uses.** The principal uses permitted for the lots within this PUD are single-family development, and the allowable accessory uses within this PUD are any accessory uses or uses by administrative permit listed in the RSF-3 ~~(single family detached 3)~~ zoning district.
- Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD ~~general plans cited in Subd. 2 above, except as may be amended by City Council Resolution 2019-060, on file in the office of the Zoning Administrator under File 2018078.~~

**21655.69. - Timbers Edge PUD.**

- Subd. 1. ~~Location. Legal Description.~~ This PUD is located on the west side of Holly Lane along both sides of 47th Avenue, and is currently legally described as follows: and includes all lots, blocks, and outlots within the plats recorded as TIMBERS EDGE and TIMBERS EDGE 2ND ADDITION, Hennepin County, Minnesota.

~~That part of the Northwest Quarter of the Southwest Quarter of Section 8, Township 118, Range 22, Hennepin County, Minnesota, lying southerly of the southerly right-of-way line of the Minneapolis, St. Paul and Sault Ste. Marie Railroad, except the east 513.05 feet lying north of the south 531.5 feet thereof.~~

- Subd. 2. Incorporated herein by reference are the Timbers Edge PUD plans ~~received by the City on February 14, 2019, and March 22, 2019, except as may be amended approved~~ by City Council Resolution 2019-129, on file in the ~~office~~ Office of the Zoning Administrator under File 2018044.
- Subd. 3. **Allowable Uses.** The principal use permitted for the lots within this PUD is single-family development, and the allowable accessory uses within this PUD are any accessory uses or uses by administrative permit listed in the RSF-3 (single family detached 3) zoning district.
- Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD ~~general~~ plans cited in Subd. 2 above, including —25-foot front and rear yard setbacks and 7-foot side yard setbacks, except as may be amended by City Council Resolution 2019-129, on file in the office of the Zoning Administrator under File 2018044.

**21655.70. - PUD 81-1 (Northwest Business Campus).**

Amendment for an addition to McDonald's ~~Addition for Lot 1, Block 1, Northwest Business Campus Seventh Addition:~~

- Subd. 1. ~~Location. Legal Description.~~ The property affected by this PUD amendment is located at 2705 Annapolis Circle North, and is legally described as Lot 1, Block 1, ~~Northwest Business Campus Seventh Addition~~ NORTHWEST BUSINESS CAMPUS SEVENTH ADDITION, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference ~~is are~~ the ~~amended McDonald's~~ PUD ~~amendment P~~ plans received by the City on May 31, 2019, except as may be amended approved by City Council Resolution 2019-190, on file in the Office of the Zoning Administrator under File 2019025.

**21655.71. - PUD 81-1 (Northwest Business Campus).**



Amendment for reconfiguration of parking lots~~reconfiguration for Lots 1, 2 and 3, Block 1, Northwest Business Campus 5<sup>th</sup> Addition:~~

Subd. 1. ~~Location. Legal Description.~~ This PUD ~~The three parcels affected by this PUD amendment are located at 2905 Northwest Boulevard, 2800 Campus Drive, and 2955 Xenium Lane North, and are is~~ legally described, respectively, as: Lots 1-3, Block 1, NORTHWEST BUSINESS CAMPUS FIFTH ADDITION, Hennepin County, Minnesota.

~~Lots 1-3, Block 1, Northwest Business Campus 5<sup>th</sup> Addition, Hennepin County, Minnesota.~~

Subd. 2. Incorporated herein by reference ~~are the Northwest Business Campus 5<sup>th</sup> Addition~~ are the PUD amendment plans ~~received by the City on April 24, 2019, except as may be amended approved~~ by City Council Resolution 2019-194, on file in the Office of the Zoning Administrator under File 2019029.

Subd. 3. ~~Development Standards.~~ Development standards shall be as indicated on the PUD general plan under file MPUD 81-1, provided they comply with all the development standards and conditions approved by City Council Resolutions 84-132 through 84-136, on file in the Office of the Zoning Administrator under Files 84003 and 84004.

#### **21655.72. - ~~Plymouth Station~~ PUD 91-1 (Seven Ponds North).**

Amendment for ~~Taco Bell façade~~ facade changes at Taco Bell, ~~within~~ Plymouth Station ~~PUD~~.

Subd. 1. ~~Location. Legal Description.~~ The property affected by this PUD amendment is located at 16855 County Road 24, and is legally described as Tract B, ~~Registered Land Survey No. 1799~~ REGISTERED LAND SURVEY NO. 1799, Hennepin County, Minnesota.

Subd. 2. Incorporated herein by reference ~~is~~ are the Taco Bell amended PUD amendment ~~P~~plans ~~received by the City on January 6, 2020, except as may be amended approved~~ by City Council Resolution 2020-067, on file in the Office of the Zoning Administrator under File 2020001.

#### **21655.73. - Perl Gardens PUD.**

Subd. 1. ~~Location. Legal Description.~~ The legal description of this ~~This~~ PUD is located on the west side of County Road 101 at 38th Place North, and is legally described as follows: Lots 1-39 of Block 1, Lots 1-5 of Block 2, and Lots 1-2 of Block 3, PERL GARDENS, Hennepin County, Minnesota.

Parcel 1:

The East 290 feet of the South 402 feet of the North 632 feet of the South ¼ of the Northwest ¼ of the Southeast ¼ of Section 18, Township 118 North, Range 22 West of the 5th Principal Meridian.



~~Also: The East 480 feet of the North 230 feet of the South ½ of the Northwest ¼ of the Southeast ¼ of Section 18, Township 118, Range 22.~~

~~Also: That part of the West 420 feet of the East 710 feet of the South ½ of the Northwest ¼ of the Southeast ¼ of Section 18, Township 118, Range 22, lying South of the North 230 feet thereof, and North of the following described line: Commencing at the Southeast corner of the Southwest ¼ of said Southeast ¼; thence North along the East line thereof 704 feet; thence deflecting left 55 degrees 50 minutes to the Southerly extension of the East line of said West 420 feet; thence North along said Southerly extension and said East line a distance of 553.2 feet to the point of beginning of the line being described; thence deflecting left 88 degrees 06 minutes to the West line of said East 710 feet, and there ending, according to the U.S. Government Survey thereof, subject to an easement over the easterly 33 feet thereof for State Highway 101, also subject to and together with an easement for driveway purposes over the South 30 feet of the North 245 feet of the East 500 feet of said South ½ of the Northwest ¼ of the Southeast ¼.~~

~~Hennepin County, Minnesota.~~

**Parcel 2:**

~~That part of the East 290 feet of the Southwest ¼ of the Southeast ¼ and of the South ½ of the Northwest ¼ of the Southeast ¼ of Section 18, Township 118, Range 22, lying Northerly of the centerline of Medina Road, formerly known as County Road No. 48, and South of the North 632 feet of said South ½, except that part of the Southwest ¼ of the Southeast ¼ of Section 18, Township 118, Range 22 described as follows: Beginning at the intersection of the center line of County Road No. 48 and the center line of State Highway No. 101; thence North along the said center line of State Highway No. 101 a distance of 283 feet; thence West at right angles a distance of 200 feet; thence South at right angles a distance of 153 feet to the center line of said County Road No. 48; thence Southeasterly along the center line of said County Road No. 48 a distance of 240 feet to the point of beginning.~~

~~And~~

~~That part of the Southwest ¼ of the Southeast ¼ of Section 18, Township 118, Range 22 described as follows: Beginning at the intersection of the center line of County Road No. 48 and the center line of Minnesota State Highway No. 101; thence North along said center line of said State Highway No. 101 a distance of 283 feet; thence West at right angles a distance of 200 feet; thence South at right angles a distance of 153 feet to the center line of said County Road No. 48; thence Southeasterly along the center line of said County Road No. 48 a distance of 240 feet to the point of beginning.~~

~~Hennepin County, Minnesota.~~

- Subd. 2. Incorporated herein by reference are the Perl Gardens PUD plans ~~received by the City on June 4, 2020, and the parking/fire truck turning exhibit received by the City on June 3, 2020,~~

~~except as may be amended approved~~ by City Council Resolution 2020-194, on file in the ~~office-Office~~ of the Zoning Administrator under File 2020026.

- Subd. 3. **Allowable Uses.** The principal uses permitted for the lots within this PUD include one-family and two-family homes, and the allowable accessory uses within this PUD are any accessory uses or uses by administrative permit listed in the RMF-1 (multiple family 1) zoning district.
- Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD ~~general plans cited in Subd. 2 above, except as may be amended by City Council Resolution 2020-194, on file in the office of the Zoning Administrator under File 2020026.~~

#### **21655.74. - PUD 81-1 (Northwest Business Campus).**

Amendment for TKG Automotive ~~for Lot 3, Block 1, Northwest Business Campus Fourteenth Addition:~~

- Subd. 1. ~~Location. Legal Description.~~ The property affected by this PUD amendment is located at 2675 Campus Drive, and is legally described as Lot 3, Block 1, ~~Northwest Business Campus 14<sup>th</sup> Addition~~ NORTHWEST BUSINESS CAMPUS 14TH ADDITION, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference ~~is are~~ the TKG Automotive amended PUD amendment P plans received by the City on January 9, 2021 and additional information on February 16, 2021, February 18, 2021, and February 23, 2021, except as may be amended approved by City Council Resolution 2021-114, on file in the Office of the Zoning Administrator under File 2021006.

#### **21655.75. - Parkera Plymouth PUD.**

- Subd. 1. ~~Location. Legal Description.~~ This PUD is located in the northwest quadrant of Highway 55 and County Road 9, and is legally described as ~~Lots 1—3 Lots 1-3, of~~ Block 1, and Outlot A, ~~Parkera Plymouth Addition~~ PARKERA PLYMOUTH ADDITION, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are the Parkera Plymouth PUD plans received by the City on April 30, 2021, with additional information on May 14, 2021, May 18, 2021, May 28, 2021, June 1, 2021, June 7, 2021, June 22, 2021, June 29, 2021, July 6, 2021, July 8, 2021, and July 12, 2021, except as may be amended approved by City Council Resolution 2021-228, on file in the ~~office-Office~~ of the Zoning Administrator under ~~file-File~~ 2021032.
- Subd. 3. **Allowable Uses.** The uses permitted in this PUD shall include the following:
- One market rate four-story apartment building with 210-units and a 429-stall parking garage.
  - One 70,000 square foot medical office building.
  - One previously ~~-~~existing church.

- Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD general plans cited in Subd. 2 above approved by City Council Resolution 2021-228, on file in the office of the Zoning Administrator under file 2021032.

**21655.76. - Bassett Creek Apartments PUD.**

- Subd. 1. **Location. Legal Description.** This PUD is located at 10010 6th Avenue North (Wren on the Creek Apartments) and 10000 Highway 55 (previously-existing office building), and is legally described, respectively, as Lots 1 and 2, Block 1, Groves Office Park, according to the recorded plat thereof, Hennepin County, Minnesota. (Abstract and Torrens property, Certificate of Title No. 1330612). The registered portion of the land is described as follows: That part of Lot 1, Block 1, Groves Office Park, embraced within the Southwest Quarter of the Northeast Quarter of Section 36, Township 118, Range 22, KATE LORRAINE, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are the Bassett Creek Apartments PUD plans received by the City on October 8, 2021, November 18, 2021, February 9, 2022, February 15, 2022, February 16, 2022, February 23, 2022, and February 24, 2022, except as may be amended approved by City Council Resolution 2022-098, on file in the office-Office of the Zoning Administrator under file-File 2021081.
- Subd. 3. **Allowable Uses.** The uses permitted in this PUD shall include the following:
- One seven-story apartment building with 176-units and a 238-stall parking garage.
  - One previously existing 64,000 square foot office building.
- Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD general plans cited in Subd. 2 above approved by City Council Resolution 2022-098, on file in the office of the Zoning Administrator under file 2021081.

**21655.77. - PUD 81-1 (Northwest Business Campus).**

Amendment to allow medical clinics and medical office uses for Lots 1—4, Block 1, Northwest Business Campus Fifth Addition:

- Subd. 1. **Location. Legal Description.** This PUD is The four parcels affected by this PUD amendment are located at 2905 Northwest Boulevard, 2800 Campus Drive, 2955 Xenium Lane North, and 3000 Campus Drive, and are legally described, respectively, as: Lots 1-4, Block 1, NORTHWEST BUSINESS CAMPUS FIFTH ADDITION, Hennepin County, Minnesota.
- Lots 1-4, Block 1, Northwest Business Campus 5<sup>th</sup> Addition, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference are the PUD amendment plans Northwest Business Campus PUD general plan under file MPUD 81-1, except as amended by City Council

~~Resolutions 84-132 through 84-136 on file in the Office of the Zoning Administrator under Files 84003 and 84004, except as amended by the PUD amendment approved by City Council Resolution 2004-436 on October 26, 2004 and the supporting plans and application received by the City on September 10, 2004 on file in the office of the Zoning Administrator under file 2004126, except as amended by the PUD amendment approved by City Council Resolution 2019-194 on April 24, 2019, on file in the Office of the Zoning Administrator under File 2019029, except as amended by the PUD amendment approved by City Council Resolution 2021-154 with the application materials received by the City on April 2, 2021, and additional information on April 15, 2021 on file in the office-Office of the Zoning Administrator under file-File 2021027.~~

- Subd. 3. **Allowable Uses.** ~~A furniture showroom with occasional retail sales is permitted on Lot 2, Block 1, Northwest Business Campus 5th Addition. The retail use is approved according to file 2004126, which is on file in the office of the Zoning Administrator. Additionally, In addition to other uses previously approved under this PUD, medical clinics/ and medical office uses limited to not more than 7,000 square feet or less of the each principal structure are permitted, provided compliance with city parking regulations is met. of this Chapter are met. The medical clinics/offices use is approved according to file 2021027, which is on file in the office of the Zoning Administrator, in addition to uses previously approved under the PUD.~~
- Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD general plans under file MPUD 81-1, ~~provided they comply with all the development standards and conditions as~~ cited in Subd. 2 above.

**21655.78. - PUD 81-1 (Northwest Business Campus).**

Amendment for parking expansion at WestHealth-Westhealth, 3005 Campus Drive:

- Subd. 1. **~~Location.Legal-Description.~~** The property affected by this PUD amendment is located at 3005 Campus Drive, and is legally described as Lot 2, Block 1, ~~West Suburban Health Campus Fourth Addition~~ WEST SUBURBAN HEALTH CAMPUS FOURTH ADDITION, Hennepin County, Minnesota.
- Subd. 2. Incorporated herein by reference ~~is are~~ the ~~amended~~ PUD amendment Pplans ~~received by the City on February 1, 2022, except as may be amended approved~~ by City Council Resolution 2022-113, on file in the office-Office of the Zoning Administrator under File 2022011.

**21655.79. - SPRC Land ~~v~~Ventures PUD. (“The Boulevard”)**

- Subd. 1. **~~Location.Legal-Description.~~** The legal description of this ~~This~~ PUD is located in the southeast quadrant of County Road 10 and I-494, and is legally described as follows: Lots 1-5 of Block 1, Lots 1-6 of Block 2, and Lots 1-7 of Block 3, THE BOULEVARD, Hennepin County, Minnesota.

**PARCEL 1:**

~~That part of Government Lot 5 and that part of the Northwest Quarter of the Northwest Quarter of Section 2, Township 118, Range 22, Hennepin County, Minnesota, lying North of the center line of County Road No. 47 as platted in the recorded plat of Bass Lake Highlands and lying Westerly and Southerly of the center line of county State Aid Highway No. 10 as platted in the recorded plat of Hennepin County State Aid Highway No. 10, Plat 8.~~

**PARCEL 2:**

~~That part of the South Half of the Southeast Quarter of Section 34, Township 119, Range 22, Hennepin County, Minnesota, lying Southeasterly of the East line of Interstate Highway 494 as described in warranty Deed filed in Book 2460 of Deeds on page 33, as Document Number 3499559, and lying Southwesterly of the Southerly line of Hennepin County State Aid Highway No. 10 as shown on Highway Plat Document No. 3867013.~~

**PARCEL 3:**

~~That part of the West Half of the Northeast Quarter of Section 3, Township 118, Range 22, Hennepin County, Minnesota, lying North of the center line of County Road No. 47 and lying North and East of Interstate Highway 494 as described in Final certificate filed as Document Number 4040272.~~

**PARCEL 4:**

~~The East Half of the Northeast Quarter of Section 3, Township 118, Range 22, Hennepin County, Minnesota, EXCEPT that part of the Northeast Quarter of the Northeast Quarter of Section 3, Township 118, Range 22, lying Northerly and Easterly of the centerline of Hennepin County State Aid Highway No. 10 and its extension Northwesterly; and EXCEPT that part of the East Half of the Northeast Quarter of Section 3, Township 118, Range 22, lying southerly of the following-described line:~~

~~Commencing at the Southeast corner of said East Half of the Northeast Quarter; thence on an assumed bearing of North along the East line of said East Half of Northeast Quarter, 1,156.67 feet to the point of beginning of the line to be described; thence South 55 degrees 14 minutes 12 seconds west, 105.39 feet; thence Southwesterly 378.94 feet along a 2-degree tangential curve concave to the Southeast having a central angle of 7 degrees 34 minutes 44 seconds; thence Westerly 382.11 feet along a non-tangential curve concave to the Southwest having a central angle of 27 degrees 38 minutes 34 seconds, a radius of 792.00 feet and a chord bearing North 69 degrees 52 minutes 02 seconds west to the Southerly line of Hennepin County Highway No. 47, Plat 13; thence South 79 degrees 42 minutes 49 seconds West, along said Southerly line and not tangent to last-described curve, 598.08 feet to the west line of said East Half of the Northeast Quarter and there terminating; and also EXCEPT that part of the East Half of the Northeast Quarter of Section 3, Township 118, Range 22, Hennepin County, Minnesota, described as commencing at the Southeast corner of said East Half of the Northeast Quarter; thence northerly along the East line of said East Half of the Northeast Quarter, 1,156.67 feet to the point of beginning of the line to be described; thence Southwesterly deflecting to the left 124 degrees 45 minutes 48 seconds, 105.39 feet; thence Southwesterly 378.94 feet along a 2-degree tangential curve, concave to the Southeast, having a central angle of 7 degrees 34 minutes 44 seconds, and a radius of 2,865.79 feet; thence Westerly 382.11 feet along a non-~~

~~tangential curve, concave to the Southwest, having a central angle of 27 degrees 38 minutes 34 seconds, a radius of 792.00 feet and the chord of said curve deflects to the right 62 degrees 28 minutes 30 seconds to a point on the southerly line of Hennepin county Highway No. 47, Plat 13, on file and of record in the office of the Hennepin County Recorder; thence Northeasterly along said Southerly line and not tangent to last described curve to the East line of said East half of the Northeast Quarter; thence South along said East line to the point of beginning.~~

Subd. 2. Incorporated herein by reference are the SPRC Land Ventures ~~Plymouth~~ PUD plans ~~received by the City on February 1, 2024 with revisions received on February 9, 2024, except as may be amended approved~~ by City Council Resolution 2024-101, on file in the ~~office~~ Office of the Zoning Administrator under File 2023082, together with the PUD amendment plans allowing accessory fuel sales at 6130 Sycamore Lane as approved by City Council Resolution 2025-036 on file in the Office of the Zoning Administrator under File 2024097.

Subd. 3. **Allowable Uses.** The uses permitted in this PUD shall include the following:

- (a) ~~Lots 1-2, Block 1 (as shown on the preliminary plat):~~ Business park or med/tech building(s) totaling up to 135,000 sq. ft. at ground level (plus potential mezzanine space) with uses limited to:
  - (1) Laboratories.
  - (2) Offices.
  - (3) Research and development.
  - (4) Related showrooms.
  - (5) High technology industrial uses, defined herein as businesses where electronic, communication, precision scientific, biomedical, or technical equipment or products may be designed, fabricated, created, assembled, and packaged, provided that:
    - i. All activities and storage of equipment and materials shall take place completely within the principal building; and
    - ii. The use does not create negative impacts on surrounding uses due to odors, smoke, dust, noise, or vibration.
  - (6) Accessory manufacturing, compounding, assembly, packaging, warehousing (excludes warehousing of explosive or hazardous materials), or treatment of merchandise or commodities limited to not more than 40 percent of the gross floor area of the building (such limitation shall not apply to high technology industrial uses), and provided no outside storage is associated with the use.
  - (7) Accessory uses and uses by administrative permit, as listed in the B-C (business campus) district.
  - (8) No distribution centers shall be allowed.
- (b) ~~Lot 2 3, Block 1 (as shown on the preliminary plat):~~ Building containing up to 80,000 sq. ft. of up to three stories with uses limited to:
  - (1) Offices, administrative/commercial.
  - (2) Offices/clinics, for medical, dental, or chiropractic services, including surgery centers and related rehabilitative services, short-term housing and care.

- (3) Hotel and related ancillary uses.
- (c) ~~Lots 3-4-5, Block 1 (as shown on the preliminary plat):~~ Lot 4, Block 1: Grocery supermarket, grocery superstore, hotel, or indoor commercial recreation use (as defined in the Plymouth Zoning Ordinance) containing up to 65,000 sq. ft.; Accessory fuel sales may be provided in conjunction with a grocery store for the property located at 6130 Sycamore Lane; and Lot 5, Block 1: retail-Retail or coffee shop building containing up to 3,000 sq. ft. that may include drive-through or drive-up window service. ~~Accessory fuel sales may be provided in conjunction with a grocery store for the property located at 6130 Sycamore Lane.~~
- (d) ~~Lots 1-6, Block 2 (as shown on the preliminary plat):~~ Retail buildings totaling up to 26,500 sq. ft., up to two of which may include drive-through or drive-up window service. The following commercial uses shall not be allowed: auto service or auto accessory stores, car washes, motor fuel sales, currency exchanges, dry cleaning operations that include on-site processing, funeral homes/mortuaries, reception halls/event centers, pawnshops, and sexually oriented businesses.
- (e) ~~Lots 1 and 4 Lots 5-7, Block 3 (as shown on the preliminary plat):~~ Apartment-style residential buildings totaling up to 925 dwelling units. ~~One of the~~ The residential buildings on Lot 5, Block 3 may have an attached parking ramp with up to 4,000 sq. ft. of main floor retail space. Within the retail area associated with the parking ramp, the following commercial uses shall not be allowed: auto service or auto accessory stores, car washes, motor fuel sales, currency exchanges, dry cleaning operations that include on-site processing, funeral homes/mortuaries, reception halls/event centers, pawnshops, and sexually oriented businesses.
- (f) ~~Lot 2, Block 3 (as shown on the preliminary plat):~~ City park and related accessory uses.
- (g) ~~Lots 3-4, Block 3 (as shown on the preliminary plat):~~ Waterfront retail or restaurant building(s) totaling up to 16,000 sq. ft. The following commercial uses shall not be allowed: auto service or auto accessory stores, car washes, motor fuel sales, currency exchanges, dry cleaning operations that include on-site processing, funeral homes/mortuaries, reception halls/event centers, pawnshops, and sexually oriented businesses.

Subd. 4. **Building Height.**

- (a) Maximum building height for the med/tech business park building(s) to be located on Lots 1-2, Block 1 (as shown on the preliminary plat) and for the office building to be located on Lot 2-3, Block 1 (as shown on the preliminary plat) shall be as prescribed in the B-C (business campus) zoning district.
- (b) Maximum building height for the grocery building and retail or coffee shop building to be located on Lots 3-4-5, Block 1 (as shown on the preliminary plat) shall be as prescribed in the C-4 (community commercial) zoning district.
- (c) Maximum building height for the retail buildings to be located on Lots 1-6, Block 2 (as shown on the preliminary plat) shall be as prescribed in the C-4 (community commercial) zoning district.
- (d) Maximum building height for the apartment buildings, including one that may include an attached parking ramp with main floor retail space, to be located on Lots



1 and ~~4~~ Lots 5-7, Block 3 ~~(as shown on the preliminary plat)~~ shall be as prescribed in the RMF-5 (multiple family dwelling 5) zoning district.

- (e) Maximum height for any city park structures to be located on Lot 2, Block 3 ~~(as shown on the preliminary plat)~~ shall be as prescribed in the P-I (public/industrial) zoning district.
- (f) Maximum building height for the waterfront retail or restaurant building(s) to be located on Lots ~~3-4~~, Block 3 ~~(as shown on the preliminary plat)~~ shall be as prescribed in the C-4 (community commercial) zoning district.

Subd. 5. **Other Development Standards.** Development standards not otherwise described in this Section shall be as indicated on the approved PUD ~~general plans cited in Subd. 2 above, except as may be amended by City Council Resolution 2024-101, on file in the office of the Zoning Administrator under File 2024082.~~

#### **21655.80. - Harbor Fernbrook PUD.**

Subd. 1. ~~Location. Legal Description. The legal description of this~~ This PUD is located at the northwest corner of Harbor Lane and Fernbrook Lane, and is currently legally described as follows:

That part of Lot 2, Block 2, Fox Meadows First Addition, Hennepin County, Minnesota, lying Southerly of a line beginning at a point in the East line of said Lot 2, distant 156.52 feet North of the Southeast corner thereof; thence West at a right angle to said East line 167.56 feet; thence Southerly deflecting to the left 60 degrees 58 minutes 33 seconds a distance of 70.21 feet to the Southwesterly line of said Lot 2, and there terminating.

AND

Lot 2, Block 2, Fox Meadows First Addition filed October 28, 1970 in Book 186 of Plats, Page 7, Hennepin County, Minnesota, except that part lying Southerly of the following described line:

Beginning at a point in the East line of Lot 2, distant 156.52 feet North of the Southeast corner thereof; thence West at a right angle to said East line 167.56 feet; thence Southerly deflecting to the left 60 degrees 58 minutes 33 seconds a distance of 70.21 feet to the Southwesterly line of said Lot 2 and there terminating, Hennepin County, Minnesota.

AND

Lot 1, Block 2, Fox Meadows First Addition, Hennepin County, Minnesota.

Subd. 2. Incorporated herein by reference are the Harbor Fernbrook PUD plans ~~received by the city on June 3, 2024, June 20, 2024, July 6, 2024, July 31, 2024, and August 12, 2024, except as may be amended approved~~ by City Council Resolution 2024-242, on file in the ~~office~~ Office of the Zoning Administrator under File 2024019.

Subd. 3. **Allowable Uses.** The uses permitted in this PUD shall include the following:



- Two, six-story apartment buildings each with 176 units each with 176 indoor stalls on the first floor and 282 outdoor parking stalls.

Subd. 4. **~~Other~~ Development Standards.** Development standards not otherwise described in this Section shall be as indicated on the approved PUD ~~general plans cited in Subd. 2 above, except as may be amended by City Council Resolution 2024-242, on file in the office of the Zoning Administrator under File 2024019.~~ PUD flexibilities approved consist of:

- Building 1 setback 17 feet from the front lot line (south) where 25 feet is required.
- Building 1 setback 21 feet from the front lot line (east) where 25 feet is required.
- Building 1 setback 22 feet from the side lot line (west) where 25 feet is required.
- Building 1 is allowed 19 studios/alcoves (11%) and Building 2 is allowed 25 studios/alcoves (14%) where 10% is allowed.
- Building 1 and 2 are allowed reduced parking stall sizes consistent with referenced plans.
- Building 1 and 2 are approved at 1.55 parking stalls per unit where 1.8 is required.
- Building 1 is permitted a generator in the front yard.
- Standards not listed shall fall to the RMF-5 (multiple family 5) zoning district standards.

Subd. 5. **PUD amenities approved consist of:**

- EV chargers for 10% of indoor parking and solar ready roof.
- Indoor, secure bike storage. Exterior bike racks and fix-it station.
- Rooftop amenity deck with pool.
- Four art installations on first floor of building.
- Four-sided, high-quality architecture with resilient materials.
- Water feature near entrance.
- Enhanced landscape near the public plaza.

#### **21655.81. – Enclave PUD.**

Subd. 1. **Location.** This PUD is located in the southwest quadrant of County Road 10 and Highway 169 at Nathan Lane, and is legally described as Lots 1-3 of Block 1, and Lot 1 of Block 2, BASS LAKE PLAZA 6TH ADDITION, Hennepin County, Minnesota.

Subd. 2. **Incorporated herein by reference are the Enclave PUD plans approved by City Council Resolution 2023-102 on file in the Office of the Zoning Administration under File 2023002.**

Subd. 3. **Allowable Uses.** The uses permitted in this PUD shall include the following:

- (a) One market rate four-story apartment building with 219 units and with 220 indoor parking spaces and 163 outdoor parking spaces.
- (b) Two new retail buildings totaling 10,200 square feet in area.

(c) One pre-existing convenience store/gas station.

Subd. 4. **Development Standards.** Development standards shall be as indicated on the approved PUD plans cited in Subd. 2 above. PUD flexibilities approved consist of:

(a) Reduced parking for the apartment building to 1.7 parking spaces per unit.

(b) Up to 14.5 percent efficiency or alcove units in the apartment building.

Section 98. [Amendment](#). Table 3 in Section 21665.04, Subd. 2 of the Plymouth City Code [SHORELAND MANAGEMENT OVERLAY DISTRICT -- GENERAL DENSITY AND DESIGN STANDARDS] is amended as follows:

| Table 3: Special Minimum Lot Size and Structure Setback Standards |                                               |                                                 |                                           |                                                       |                                                 |                   |
|-------------------------------------------------------------------|-----------------------------------------------|-------------------------------------------------|-------------------------------------------|-------------------------------------------------------|-------------------------------------------------|-------------------|
|                                                                   | Lots Abutting Public Water<br>(Riparian Lots) |                                                 |                                           | Lots Not Abutting Public Water<br>(Non-Riparian Lots) |                                                 |                   |
| Class                                                             | Width<br>(min.)                               | Area<br>(min.)                                  | Setback <u>from</u><br><u>OWHL</u> (min.) | Width<br>(min.)                                       | Area<br>(min.)                                  | Setback<br>(min.) |
| NE/sewer                                                          | 125 ft. @<br>OHWL/<br>BL                      | Greater of<br>40,000<br>square feet<br>or<br>UL | 150 ft.                                   | 125 ft.@<br>BL                                        | Greater of<br>20,000<br>square feet<br>or<br>UL | UL                |
| NE/no sewer                                                       | 200 ft. @<br>OHWL                             |                                                 | 150 ft.                                   | UL                                                    |                                                 | UL                |
| GD/sewer                                                          | 75 ft. @<br>OHWL                              | UL                                              | 50 ft.                                    | UL                                                    | UL                                              | UL                |
| GD/no sewer                                                       | 100 ft. @<br>OHWL                             | UL                                              | 75 ft.                                    | UL                                                    | UL                                              | UL                |
| RD/sewer                                                          | 110 ft. @<br>BL;<br>75 ft. @<br>OHWL          | Greater of<br>20,000<br>square feet<br>or<br>UL | 75 ft.                                    | UL                                                    | UL                                              | UL                |
| RD/no sewer                                                       | 150 ft. @<br>OHWL                             |                                                 | 100 ft.                                   | UL                                                    | UL                                              | UL                |
| TS/sewer                                                          | UL                                            | UL                                              | 50 ft.                                    | UL                                                    | UL                                              | UL                |
| TS/no sewer                                                       | UL                                            | UL                                              | 100 ft.                                   | UL                                                    | UL                                              | UL                |

[Section 99.](#)     [Amendment.](#) APPENDIX A entitled “ZONING TABLES” located at the end of Chapter 21 (known as the “Plymouth Zoning Ordinance”) of the City Code is deleted from the code in its entirety.

[Section 100.](#)     [Amendment.](#) Chapter 21 of the City Code of the City of Plymouth, Minnesota, adopted December 18, 1996 as amended, is amended by changing the classification on the City of Plymouth Zoning Map from C-1 (convenience commercial) to C-2 (neighborhood commercial) with respect to two parcels located at 17805 and 17905 Old Rockford Road. The legal descriptions of the properties to be rezoned are as follows:

17805 Old Rockford Road (PIN 18-118-22-11-0091):

Lot 1, Block 1, ROCKFORD GLEN 4TH ADDITION, Hennepin County, Minnesota.

17905 Old Rockford Road (PIN 18-118-22-12-0008):

Tract A, REGISTERED LAND SURVEY NO. 1091, Hennepin County, Minnesota.

[Section 101.](#)     [Amendment.](#) Chapter 21 of the City Code of the City of Plymouth, Minnesota, adopted December 18, 1996 as amended, is amended by changing the classification on the City of Plymouth Zoning Map from C-1 (convenience commercial) and PUD (planned unit development) to P-I (public/institutional) with respect to the city-owned trail parcel located between 17805 Old Rockford Road and Old Rockford Road right-of-way. The legal description of the property to be rezoned is as follows:

PIN 18-118-22-11-0025 (address unassigned):

Outlot E, ROCKFORD GLEN, Hennepin County, Minnesota.

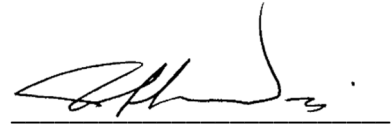
[Section 102.](#)     [Amendment.](#) Chapter 21 of the City Code of the City of Plymouth, Minnesota, adopted December 18, 1996 as amended, is amended by changing the classification on the City of Plymouth Zoning Map from PUD (planned unit development) to I-2 (general industrial) with respect to the parcel located at 14920 27th Avenue North. The legal description of the property to be rezoned is as follows:

14920 27th Avenue North (PIN 21-118-22-43-0009):

Lot 8, Block 2, CIRCLE STAR BUSINESS CENTER 2ND ADDITION, Hennepin County, Minnesota.

Section 103. Effective Date. This Ordinance shall be in full force and effect upon its passage.

ADOPTED by the City Council on this 25th day of March, 2025.



Jeffry Wosje, Mayor

**ATTEST:**



Jodi M. Gallup, City Clerk

**CITY OF PLYMOUTH  
HENNEPIN COUNTY, MINNESOTA**

**ORDINANCE NO. 2025-03**

**ORDINANCE AMENDING CHAPTERS 1, 3, 5, 7, 8, 10, 13,  
AND 20 OF THE PLYMOUTH CITY CODE (2025006)**

THE CITY OF PLYMOUTH ORDAINS:

Section 1. [Legislative Formatting for Amendments](#). Amendments within this Ordinance are marked as follows: [underlined text](#) = new text to be added, and ~~stricken text~~ = text to be deleted. Any text without markings (i.e., not [underlined](#) or ~~stricken~~) shall remain as currently exists.

Section 2. [Amendment](#). Section 105.01, Subd. 21 of the Plymouth City Code [DEFINITIONS OF COMMONLY USED TERMS] is amended as follows:

Subd. 21. *Community and Economic Development Director* means the Plymouth Community and Economic Development Director or his/her designee.

Section 3. [Amendment](#). Section 105.01, Subd. 118 of the Plymouth City Code [DEFINITIONS OF COMMONLY USED TERMS] is amended as follows:

Subd. 118. *Wild Animal* means any animal that is wild, ferocious, or vicious by nature, habit, disposition, or character. Animals in this category include, but are not limited to, any ape, (including chimpanzee, gibbon, gorilla, orangutan, or siamang), baboon, bear, bison, bobcat, cheetah, crocodile, coyote, deer, (including all members of the deer family such as antelope, elk, and moose), duck, elephant, ferret, fox, goose, hippopotamus, hyena, jaguar, leopard, lion, lynx, monkey, puma (also known as cougar, mountain lion, or panther), raptor, rhinoceros, any snake that is poisonous or any constrictor snake, snow leopard, tiger, wolf, or hybrid mix of any of the wild animals such as wolf/dog mixes.

Section 4. [Amendment](#). Section 305.03, Subd. 1 of the Plymouth City Code [ADMINISTRATIVE CODE; BOARDS, COMMISSIONS, AND COMMITTEES -- PLANNING COMMISSION] is amended as follows:

Subd. 1. **Commission Established.** The Planning Commission is established pursuant to the Municipal Planning Enabling Act, Minn. Stats. Ch. 462, and is hereby designated the planning agency of the City pursuant to the Municipal Planning Enabling Act. The Planning Commission shall serve as the planning agency for the City for the purposes of Minnesota

Statutes 462.351 to 462.365, except that the City's planning department shall serve this function pertaining only to the sale and acquisition of property in accordance with Minnesota Statute 462.356, Subd. 2.

Section 5. Amendment. Section 305.03, Subd. 4.D of the Plymouth City Code [ADMINISTRATIVE CODE; BOARDS, COMMISSIONS, AND COMMITTEES -- PLANNING COMMISSION] is amended as follows:

D. To study preliminary plats and to advise the Council of its recommendations thereof.

Section 6. Amendment. Section 516.05 of the Plymouth City Code [ADMINISTRATION—VARIANCES -- REVIEW CRITERIA] is amended as follows:

**516.05. - Review Criteria.**

Subd. 1. The Council shall not approve a variance unless they find that the following criteria, as applicable, have been met:

- A. The variance, and its resulting construction or project, would be in keeping with the spirit and intent of this Chapter.
- B. The variance applicant has satisfactorily demonstrated that there are practical difficulties in complying with this Chapter. "Practical difficulties" may include, but are not limited to, inadequate access to direct sunlight for solar energy systems, and means that:
  - (1) The applicant proposes to use the property in a reasonable manner;
  - (2) The plight of the landowner is due to unusual conditions, or to circumstances unique to the property (e.g., physical surroundings, shape, topographical conditions, etc.) that were not created by the landowner; and
  - (3) The variance, if granted, would not alter the essential character of the locality.
- C. The variance, and its resulting construction or project, would not be detrimental to the public welfare or injurious to other nearby properties.
- D. The variance requested is the minimum action required to address or alleviate the practical difficulties.

Section 7. Amendment. Section 730 of the Plymouth City Code [STREET LIGHTING] is deleted in its entirety and replaced with “REPEALED” as Follows:

SECTION 730 – REPEALED (formerly: Street Lighting)

Section 8. Amendment. Section 800.01 of the Plymouth City Code [CONSTRUCTION IN STREETS, ALLEYS AND PUBLIC GROUNDS -- FINDINGS, PURPOSE, AND INTENT] is amended as follows:

**800.01. - Findings, Purpose, and Intent.**

To provide for the health, safety and welfare of its citizens, and to ensure the integrity of its streets and the appropriate use of the rights-of-way, the City strives to keep its rights-of-way in a state of good repair and free from unnecessary encumbrances.

Accordingly, the City hereby enacts this section relating to right-of-way permits and administration. This section imposes reasonable regulation on the placement and maintenance of facilities and equipment currently within its rights-of-way or to be placed therein at some future time. It is intended to complement the regulatory roles of state and federal agencies. Under this section, persons excavating and obstructing the rights-of-way will bear financial responsibility for their work. Finally, this section provides for recovery of out-of-pocket and projected costs from persons using the public rights-of-way.

This section shall be interpreted consistently with Minnesota Statutes, Sections 237.16, 237.162, 237.163, 237.79, 237.81, 238.086, 326B.0921, and 326B.198 (the "Act") and the other laws governing applicable rights of the City and users of the right-of-way. This section shall also be interpreted consistent with Minnesota Rules 7819.0050—7819.9950 where possible. To the extent any provision of this section cannot be interpreted consistently with the Minnesota Rules, that interpretation most consistent with the Act and other applicable statutory and case law is intended. This section shall not be interpreted to limit the regulatory and police powers of the City to adopt and enforce general ordinances necessary to protect the health, safety and welfare of the public.

Section 9. Amendment. Section 800.02, Subd. 8 of the Plymouth City Code [CONSTRUCTION IN STREETS, ALLEYS AND PUBLIC GROUNDS -- PUBLIC RIGHT-OF-WAY REGULATIONS] is amended by adding Item O as follows:

- O. Except in the case of an emergency when approved by the City Engineer, no right-of-way obstruction or excavation, including but not limited to hard surface removal, may be performed when seasonally prohibited between November 1st of each year and the time that the Minnesota Department of Transportation lifts seasonal load limits, or when conditions are otherwise unreasonable for such activities as determined by the City Engineer. The calendar limitation referenced herein does not apply to utility owners with a franchise agreement in accordance with the terms of Chapter 10 of the City



Charter and this Code, for projects of less than 2,500 feet lineal of new or replaced buried utility.

Section 10. Amendment. Section 1015.35 of the Plymouth City Code [PERMIT PROCEDURES AND FEES -- STREET LIGHT UTILITY FEES] is amended as follows:

**1015.35. - Reserved.**

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|  |  |

Section 11. Amendment. Section 1305.02, Subd. 1 of the Plymouth City Code [STREETS; TRAFFIC -- TRAFFIC CONTROL] is amended as follows:

Subd. 1. **Traffic Officers Defined.** For purposes of Sections [1305.01](#), [1305.02](#) and [1305.03](#), "traffic officer" means:

- A. The following persons employed by the City: A reserve officer as defined by Minnesota Statutes, Section 626.84, Subd. 1(e), as amended, at times and locations approved by the Director of Public Safety or their designee.
- B. A community service officer, at times and locations approved by the Director of Public Safety or their designee.
- C. Any "traffic officer" that is not defined by this Subd. 1, Items A or B above, may be approved for specific times and locations approved by the Director of Public Safety or their designee.

Section 12. Amendment. Section 1305 of the Plymouth City Code [STREETS; TRAFFIC] is amended by adding Section 1305.19 as follows:

**1305.19. - Installation of Traffic Control Devices.**

- Subd. 1. The City Engineer or designee is empowered to install, maintain, modify, or remove traffic control devices on any public street as deemed necessary. All traffic control devices shall conform to the specifications as determined by the Minnesota Department of Transportation.
- Subd. 2. In making the determination to install, maintain, modify, or remove traffic control devices, the City Engineer or designee shall give proper consideration to applicable standards and

guidelines in the most recent edition of the Minnesota Manual on Uniform Traffic Control Devices.

- Subd. 3. Traffic control devices shall include static signs, electronic signs, traffic signals, pavement markings, and physical roadway configurations for both permanent and temporary traffic control.

**Section 13.** Amendment. Section 2010.01, Subd. 1. F. of the Plymouth City Code [NUISANCES; GENERAL -- NUISANCES] is amended as follows:

- F. A structure, or a portion of a structure, located within any residential zoning district, if the exterior is not completed: 1) within 180 days after the date the building permit was issued; or 2) within 30 days upon receipt of notice from the City for structures that do not require a building permit. The Building Official may grant extensions to item 1) above in the case of large projects (larger than typical single-family house construction) upon demonstration that work is actively continuing to progress in a substantial manner without delays.

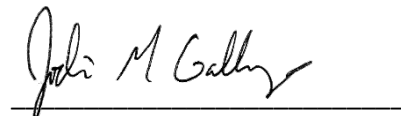
**Section 14.** Effective Date. This Ordinance shall be in full force and effect upon its passage.

ADOPTED by the City Council on this 25th day of March, 2025.



Jeffry Wosje, Mayor

**ATTEST:**



Jodi M. Gallup, City Clerk

# **CITY OF PLYMOUTH**

## **RESOLUTION No. 2025-087**

### **RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE No. 2025-02 AND ORDINANCE No. 2025-03**

Ordinance No. 2025-02 amends Chapter 21 (Zoning Ordinance and Map) and Ordinance No. 2025-03 amends Chapters 1, 3, 5, 7, 8, 10, 13, and 20 of the Plymouth City Code as relates to the annual code updates (2025006).

A printed copy of the entire ordinances are available for inspection at the City Clerk's Office during regular office hours.

APPROVED for summary publication by the City Council this 25th day of March, 2025.

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**To:** Dave Callister, City Manager

**Prepared by:** Amy Hanson, Facilities and Fleet Manager

**Reviewed by:** Maria Solano, Deputy City Manager

**Item:** **Approve Audio/Video upgrades and improvements to  
Medicine Lake Conference Room at City Hall**

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### **1. Action Requested:**

Adopt attached resolution approving purchases and improvements to Medicine Lake Conference Room at City Hall.

### **2. Background:**

The 2025 Capital Improvement Plan has funds identified to update the audio/video capabilities and room improvements to the Medicine Lake Conference Room at City Hall. Medicine Lake is a meeting space and is used for a variety of meetings. After 10 years, the audio/video has reached its useful life and required major upgrades. Staff began working with FinePoint, an AV designer and consultant, to help with the design and implementation of the upgrades. The change will improve the functionality of meetings for both internal and external use. Some of the improvements include the installation of four large TVs to improve visibility, hearing assistance for required users/visitors, a built-in Zoom Room for remote capabilities and open access to meetings for those that cannot attend in person.

The system has also been designed to allow broadcasting through CCX. In order to complete the upgrades to the AV, the room required modification to allow for installation. This included the demolition of the existing ceiling and installation of the drop ceiling. In December 2024, a Request for Quote was sent out to approved contractors from the State of Minnesota Procurement Department under contract number A-203(5). The city received a proposal from one of the four approved contractors, iSpace. Improvements began on February 3, 2025 with demolition of the ceiling, electrical and low voltage installation and then equipment. The construction and installation process was approximately four weeks. On March 5, upgrades to the

conference room were completed and operational. Staff received high-level training on the system operation.

### **3. Budget Impact:**

The total project cost is \$200,209.59, which includes iSpace expenses for the equipment and installation, FinePoint Tech expenses for programming and commissioning, and demolition of the ceiling, installation of a new drop ceiling and additional electrical work to be completed by city approved contractors. This project is funded from Northwest Suburbs Cable Communications Commission franchise fees within the Resource Planning fund

### **4. Attachments:**

1. Bid Evaluation
2. Minnesota State Contract
3. iSpace Agreement
4. City Council Resolution 2025-088

Project No. 0921024  
 FinePoint Project No. 0921024  
 Project Name: Medicine Lake Conference Room AV Upgrade  
 Bid Date: 12/20/2024



| Vendor                                    | Original Estimate    | Bluum           | ProVision       | iSPACE                 | Zsystems        | Vendor      |
|-------------------------------------------|----------------------|-----------------|-----------------|------------------------|-----------------|-------------|
| <b>MEDICINE LAKE CONF RM</b>              |                      |                 |                 |                        |                 |             |
| Sec 1. Audio System                       | \$ 40,498.98         | \$ -            | \$ -            | \$ 35,861.97           | \$ -            | \$ -        |
| Sec 2. Presentation Displays              | \$ 26,443.91         | \$ -            | \$ -            | \$ 25,419.81           | \$ -            | \$ -        |
| Sec 3. Presentation Video System          | \$ 20,311.65         | \$ -            | \$ -            | \$ 21,017.25           | \$ -            | \$ -        |
| Sec 4. Control System                     | \$ 12,089.65         | \$ -            | \$ -            | \$ 13,066.24           | \$ -            | \$ -        |
| Sec 7. Broadcast Cameras                  | \$ 12,768.45         | \$ -            | \$ -            | \$ 13,339.83           | \$ -            | \$ -        |
| Sec 9. Broadcast Routing & Terminal Gear  | \$ 5,059.00          | \$ -            | \$ -            | \$ 5,190.82            | \$ -            | \$ -        |
| Sec 10. Racks, Furniture and Accessories  | \$ 911.50            | \$ -            | \$ -            | \$ 801.81              | \$ -            | \$ -        |
| <b>Hardware Subtotal</b>                  | <b>\$ 118,083.14</b> | <b>\$ -</b>     | <b>\$ -</b>     | <b>\$ 114,697.73</b>   | <b>\$ -</b>     | <b>\$ -</b> |
| Misc. Parts & Cabling                     |                      | \$ -            | \$ -            | \$ 354.00              | \$ -            | \$ -        |
| Installation Labor                        | \$ 46,216.86         | \$ -            | \$ -            | \$ 11,576.50           | \$ -            | \$ -        |
| Project Management & Engineering Labor    | \$ -                 | \$ -            | \$ -            | \$ 3,705.00            | \$ -            | \$ -        |
| Freight & All Other Costs                 |                      | \$ -            | \$ -            | \$ 3,799.99            | \$ -            | \$ -        |
| <b>Labor &amp; Installation Subtotal</b>  | <b>\$ 46,216.86</b>  | <b>\$ -</b>     | <b>\$ -</b>     | <b>\$ 19,435.49</b>    | <b>\$ -</b>     | <b>\$ -</b> |
| <b>Base Bid Project Total</b>             | <b>\$ 164,300.00</b> | <b># \$ -</b>   | <b>\$ -</b>     | <b># \$ 134,133.22</b> | <b># \$ -</b>   | <b>\$ -</b> |
| <b>Variance \$ From Original Estimate</b> | N/A                  | \$ (164,300.00) | \$ (164,300.00) | \$ (30,166.78)         | \$ (164,300.00) | \$ -        |
| <b>Variance % From Original Estimate</b>  | N/A                  | -100%           | -100%           | -18%                   | -100%           | 0%          |
|                                           |                      | <b>NO BID</b>   | <b>NO BID</b>   |                        | <b>NO BID</b>   |             |

### CONTRACT RELEASE: A-203(5)

**DATE:** February 10, 2025

**PRODUCT/SERVICE: AUDIO-VISUAL PRODUCTS – SALES, SERVICES, and RENTAL**

This Contract Release provides contracts for two distinct categories. Click on the hyperlink below to jump to area of the release that discusses the terms, conditions, and specifications unique to each category as well as the available vendors and their pricing. Note that terms, conditions, and instructions that are common to both categories are listed within the pages at the start of this release. Review this information before requesting a quote or placing an order.

- 1) [SALES AND SERVICES](#): Sales and delivery of audio-visual products across 70 unique categories and services ranging from product installation to maintenance and repair.
- 2) [RENTAL](#): Rental of audio-visual in over 30 unique categories and services ranging from product delivery and set-up to vendor operation of rented equipment.

**CONTRACT PERIOD:** JANUARY 29, 2019, THROUGH JUNE 30, 2025

**EXTENSION OPTIONS:** ZERO MONTHS REMAINING

**ACQUISITION MANAGEMENT SPECIALIST/BUYER (AMS):** CRAIG FERNHOLZ

**PHONE:** 651.201.2423    **E-MAIL:** [craig.fernholz@state.mn.us](mailto:craig.fernholz@state.mn.us)    **WEB SITE:** <https://mn.gov/admin/osp/>

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**CONTRACT USERS.** This Contract is available to the following entities as indicated by the checked boxes below

- ☒ State agencies
- ☒ Cooperative Purchasing Venture (CPV) members
- ☐ Limited to the following entities only \_\_\_\_\_

**STATE AGENCY CONTRACT USE.** This Contract must be used by State agencies unless a specific exception is granted in writing by the AMS listed above.

**STATE AGENCY ORDERING INSTRUCTIONS.** Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

**CONTRACT FEEDBACK.** If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

## **SERVICES.**

### **SERVICE CERTIFICATION FORM REQUIREMENTS.**

Pursuant to Minn. Stat. § 16C.09, agencies must complete a "Service Contract Certification Form" prior to issuing an order for services offered from this Contract. Construction Installation services are not subject to this requirement. Nor are Professional/Technical Services. Project Management is considered to be a Professional/Technical service.

**PROFESSIONAL/TECHNICAL (P/T) SERVICES.** Professional/Technical Services (P/T) must be related to the purchase of equipment or software from this Contract. For projects where P/T services exceed \$5,000, State agencies must complete a P/T two signature work order document, create a Master Work Order contract (ASK doc type) using the SWIFT Contract Entry module, process a Work Order Certification Form, and create a SWIFT Purchase Order against the ASK Contract for the complete order of P/T Services. The T-Number for the Work Order Contract is the vendor's OSP Contract Number listed in OSP's Contract Release document. Once these steps have been completed, only the completed P/T two signature work order document, with both the OSP Contract Number and the Master Work Order Contract Number on it, should be sent to the vendor. Agencies cannot use a Purchase Order to procure these services, unless the total cost of the P/T services for the project is \$5,000 or less.

CPV Members should adhere to internal policies in regard to professional/technical services.

P/T services available under this contract release include design, programming, and project management services.

## **SPECIAL TERMS AND CONDITIONS APPLICABLE TO BOTH THE SALES/SERVICES AND RENTAL CONTRACTS AVAILABLE THROUGH THIS RELEASE**

**SCOPE.** Provide audio-visual products and related services for sale and rental for State of Minnesota agencies and Cooperative Purchasing Venture (CPV) members.

**PRICES.** Prices are firm through the initial period of the contract. After that period, prices may increase once a year. Price increases are not effective until they are approved by the AMS. **NOTE:** At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a [Vendor Performance Report](#) if there is a discrepancy between the price on the invoice and the Contract price.

**IT ACCESSIBILITY.** When agencies are making purchasing decisions, the purchasing entities are responsible for evaluating the accessibility of IT products in accordance with the State of MN IT Accessibility standards that incorporate both Section 508 standards and Web Content Accessibility Guidelines 2.0 level 'AA' standards. This contract requires vendors to provide accessibility information, known as VPATs, for the products available through this contract. It is the purchasing agency's responsibility to request, collect, evaluate, and make a purchasing decision in compliance with these state laws.

**QUOTING AND INVOICING CONTRACT AND NON-CONTRACT ITEMS.** Quotes and invoices issued must not include both contract items and non-contract items. Do not issue a purchase order for a quote that includes both contract and non-contract items.

**NUMBER OF QUOTES REQUIRED FOR A PROJECT.** Obtain written quotes per the guidelines listed below prior to issuing a purchase order. Purchase orders should be issued to the contract vendor available to do the project at the lowest price, unless an exception is granted by the Acquisition Management Specialist (AMS).

- Projects estimated to be less than \$25,000 – Obtain at least one quote from available contract vendors.
- Projects estimated from \$25,000 through \$50,000 – Obtain at least two quotes from available contract vendors.
- Projects estimated greater than \$50,000 – Obtain quotes from all available contract vendors eligible for sales and service in the county where the project is located.

**ADDITIONAL TERMS AND CONDITIONS WHEN ORDERING.** Contract Vendors are prohibited from presenting any other terms or conditions to Customers as a condition of fulfilling a customer order. Customers may specifically request maintenance or service agreements to cover products ordered from a Contract. State agencies and CPV members must have the terms and conditions of any maintenance or service agreement approved internally by their agency in writing before issuing a purchase order that includes a maintenance or service agreement.



#### **VERIFYING THE CONTRACT PRICES.**

**The following information explains the method(s) for calculating and/or confirming the contract prices.** The contracts available under this release contain fixed pricing, hourly rates, and cost-plus pricing.

\_\_\_\_\_The Rental contracts on this release include **FIXED PRICING**. The pricing offered must match or be lower than that detailed on each contract vendor's price list.

\_\_\_\_\_Both the Sales/Services and Rental Contracts on this release include **HOURLY RATES**. Confirm that the correct rate has been utilized by the Contract Vendor and that the number of hours are properly calculated/subtotaled. Review the number of hours quoted against the scope of your project. Sales/Services contract require a Daily Log to be submitted and approved each day for any services performed on site.

\_\_\_\_\_The Sales/Services Contracts on this release include **COST-PLUS PRICING**. To calculate the Contract Price, follow these four steps:

1. Request a copy of the supplier invoice or supplier quote from the Contract Vendor which lists the actual cost to the Contract Vendor for the products quoted or ordered.
2. Locate the Contract Vendor's Percentage Mark-up listed on their Price List attached to this contract release.
3. Apply the Contract Vendor's Percentage Markup to the cost identified in Item 1.
4. Confirm the price offered is equal to, or lower than, the price calculated in Item 3.

**Only accept contract vendor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and reworked by the Contract Vendor to show itemized State contract pricing).**

**Prior to accepting an order and/or issuing payment on an invoice, inspect the goods and/or deliverables to ensure they match both the terms and pricing of the contract.**

**For Sales and Services (non-rental) orders, request documentation of actual freight cost in addition to documentation of actual product cost. The Contract states that the ordering entity will not pay any quoted amount that is higher than the actual cost of freight for an order.**

Contact the AMS/Buyer detailed herein to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

**DEFINITIONS OF WORK HOURS FOR HOURLY LABOR RATES.** All times are Central Standard Time.

- Weekday Day Time: Monday through Friday 7:30 AM through 5:00 PM.
- Weekday Evening: Monday through Thursday 5:01 PM through 7:29 AM.
- Weekends and State Designated Holidays: 5:01 PM Friday through 7:29 AM Monday and all State Designated Holidays.

**SERVICE AREA ZONES.** The State's 87 counties are split into nine (9) geographic Service Area Zones (Zone[s]).

- Zone 1 - Metro Area Zone:  
Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington, and Wright
- Zone 2 - Rochester Zone:  
Dodge, Fillmore, Freeborn, Goodhue, Houston, Le Sueur, Mower, Olmsted, Rice, Steele, Wabasha, Waseca, and Winona
- Zone 3 - Mankato/Marshall Zone:  
Blue Earth, Brown, Cottonwood, Faribault, Jackson, Lincoln, Lyon, Martin, Murray, Nicollet, Nobles, Pipestone, Redwood, Rock, Sibley, and Watonwan

- Zone 4 - Willmar/Morris Zone:  
Big Stone, Chippewa, Kandiyohi, Lac qui Parle, Pope, Renville, Stevens, Swift, Traverse, and Yellow Medicine
- Zone 5 - Detroit Lakes/Moorhead Zone:  
Becker, Cass, Clay, Douglas, Grant, Hubbard, Otter Tail, Todd, Wadena, and Wilkin
- Zone 6 - Thief River Falls/Bemidji Zone:  
Beltrami, Clearwater, Kittson, Lake of the Woods, Mahnommen, Marshall, Norman, Pennington, Polk, Red Lake, and Roseau
- Zone 7 - Arrowhead Zone:  
Cook, Itasca, Koochiching, Lake, and St. Louis
- Zone 8 - Pine City/Cloquet Zone:  
Aitkin, Carlton, Kanabec, Mille Lacs, and Pine
- Zone 9 - St. Cloud/Brainerd Zone:  
Benton, Crow Wing, McLeod, Meeker, Morrison, and Stearns

**MILEAGE AND LODGING EXPENSES.** Contract Vendors may quote and charge for mileage and lodging expenses required to complete a project per the State of Minnesota Commissioner's Plan. The State of Minnesota Commissioner's Plan can be found on the Office of State Procurement website at this link: <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>.

Any mileage or lodging charges must be agreed upon by the Contract Vendor and Customer at the time of quote. Mileage and lodging costs not included on a quote cannot be invoiced and must not be paid by the Customer. Mileage quoted may never exceed the rate allowed by the Commissioner's Plan.

Daily round trip mileage charges accumulate from the Contractor's closest dispatch center/service location to the project site and then back to the closest dispatch center/service location or, when applicable, lodging location. Mileage cannot be charged for any other purpose than for travel to and from the project location each day of the project. Mileage will be determined by Google Maps™ for the shortest available route.

Customers may agree to and pay for lodging costs at hotel and motel accommodations that are reasonable and consistent with the lodging facilities available in the area of the project. A not to exceed lodging cost must be agreed upon at the time of quote for each anticipated night of lodging required for the project. Any lodging costs exceeding the not to exceed quote amount must be approved in writing by the Customer before being included on the invoice. The Contract Vendor must provide receipts for lodging costs with the final invoice and may only invoice for the exact amount charged for each night. Any quoted nights of lodging not needed must not be included on the final invoice.

The Customer reserves the right to negotiate quoted mileage and lodging costs prior to issuing a purchase order.

**PURCHASING CARDS.** Contract Vendors will accept a purchasing card for order placement in addition to accepting a purchase order. For purchases of \$5,000 or less any processing fees cannot be passed on to the Customer. For purchases of more than \$5,000 processing fees may be passed on to the Customer but must be itemized on the quote. A State agency single purchase limit is \$5,000 on the purchasing card, but it may be increased with the State agency's and Contract Vendor's approval.

## **AUDIO-VISUAL PRODUCT SALES AND SERVICES**

### **SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS APPLICABLE TO THE SALES/SERVICES CONTRACTS AVAILABLE THROUGH THIS RELEASE**

**SCOPE.** Provide audio-visual products sales and associated services. Click on the vendor's name below to jump to the vendor's contact information and price list.

#### **CONTRACTOR**

#### **CONTRACT NO.**

*The following vendor is certified as an eligible Targeted Group business:*

|                                            |        |
|--------------------------------------------|--------|
| <a href="#"><u>Z SYSTEMS</u></a>           | 152127 |
| <a href="#"><u>ISPACE ENVIRONMENTS</u></a> | 152128 |
| <a href="#"><u>PROVISION MEDIA</u></a>     | 152126 |
| <a href="#"><u>BLUUM OF MINNESOTA</u></a>  | 152129 |

#### **DEFINITIONS.**

- **Construction Activities.** Work on the erection, construction, remodeling, or repairing of a public building or other public work financed in whole or in part by State funds which uses the skill sets of any trades covered by Labor Code and Class under prevailing wages set by the Minnesota Department of Labor and Industry (DLI). Refer to <https://www.dli.mn.gov/business/employment-practices/prevaling-wage-definitions-construction-types> or DLI's definitions of construction types.
- **Cost Plus Percentage Mark-up.** Cost (or actual cost) is defined as the actual cost the Contract Vendor pays the supplier for goods/services ordered, less any applicable taxes. Only cost specifically detailed in the billing statement, quote, and/or invoice from the supplier will be subject to the Cost Plus Percentage Mark-up detailed on a Contract. If a quote is issued, the invoice actual cost cannot exceed the quoted actual cost. Upon request the Contract Vendor must furnish documentation of "Cost" for all quotes and invoices issued.
- **Daily Log.** A daily detailed written summary of all services performed on-site at a Customer's location. At a minimum, a Daily Log should include a summary of all on-site work completed that day, all employees of the Contract Vendor on-site that day, and the number of hours each listed employee was on-site working.
- **Defective.** Any product or equipment that is (1) unfit for its intended use; (2) dangerous or harmful for normal use; (3) does not carry adequate instructions for its use, or (4) is inherently dangerous due to incorrect design, assembly, or manufacture.
- **Project Management.** Time spent by an individual initiating, planning, executing, monitoring and controlling, and closing a project installation. The individual applies their expert knowledge, skills, tools, and techniques to ensure a project under a Contract is ordered, designed, and installed as efficiently as possible.

**AUDIO-VISUAL PRODUCT SALES CATEGORIES, SUB-CATEGORIES, and DEFINITIONS.** Listed in the charts below are the Product Categories, Sub-Categories, and associated definitions for all the products available for sale. The attached Contract Vendor's Price Lists will list which manufacturers are available for each Product Category/Sub-Category and the associated cost plus percent mark-up.

| <b>PRODUCT CATEGORY 1:<br/>AUDIO PRODUCTS</b> |     | <u>Sub-Category</u>                   | <u>Additional Definition</u>                                                                                                                                                                                                                                                                                                            |
|-----------------------------------------------|-----|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Audio Products                             | 1.1 | Speakers                              | Device which transforms electronic signals into audible sound.                                                                                                                                                                                                                                                                          |
|                                               | 1.2 | Mixers, Recorders, and Amplifiers     | A device available within this sub-category may perform one or more of the following functions: <ul style="list-style-type: none"> <li>• Mixer: Device for blending multiple audio sources</li> <li>• Recorder: Apparatus for recording sound</li> <li>• Amplifier: Device for increasing the strength of electrical signals</li> </ul> |
|                                               | 1.3 | Digital Signal Processors             | Device which provides digital control over a wide range of audio parameters for connected sources, including but not limited to gain, equalization, compression, limiter, echo cancellation, noise cancellation, filters, crossover, mixing, and routing.                                                                               |
|                                               | 1.4 | Microphones/Digital Inputs            | Device used to pick up sounds and transmit them to other equipment for playback or processing.                                                                                                                                                                                                                                          |
|                                               | 1.5 | Assisted Audio Products               | Device that provides enhancement of sound for people who are hearing impaired.                                                                                                                                                                                                                                                          |
|                                               | 1.6 | Audio Enhancers                       | Processing units for manipulation and routing of audio signal (analog or digital) which includes timers, wireless products, hum/buzz eliminators, and other ancillary devices to ensure quality audio signal.                                                                                                                           |
|                                               | 1.7 | Voice Lift and Public Address Systems | System that includes, but is not limited to, microphones, mixers, audio players, and speakers for either an "all in one" portable audio projection solution, or to provide one-way audio projection communication for large audiences or within large spaces.                                                                           |
|                                               | 1.8 | Intercom and Paging Systems           | Two-way communication devices which can be wireless or wired and may include a central control station, camera control, and door control.                                                                                                                                                                                               |
|                                               | 1.9 | Sound Masking                         | System of speakers, sound generators, tone generators, and white noise generators that add background noise to an environment and may cover up human speech for reasons including, but not limited to, privacy concerns.                                                                                                                |

| <b>PRODUCT CATEGORY 2:<br/>VIDEO PRODUCTS</b> |     | <u>Sub-Category</u> | <u>Additional Definition</u>                                                                             |
|-----------------------------------------------|-----|---------------------|----------------------------------------------------------------------------------------------------------|
|                                               | 2.1 | Video Cameras       | Camera for recording still and moving images or for transmitting them to a monitor screen.               |
|                                               | 2.2 | Video Editors       | Device that allows for sequencing, changing, condensing, and modifying existing still and moving images. |

| <b>PRODUCT CATEGORY 2:<br/>VIDEO PRODUCTS</b> |     | <u>Sub-Category</u>            | <u>Additional Definition</u>                                                                                                                                                                                        |
|-----------------------------------------------|-----|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                               | 2.3 | Mixers / Switchers             | Device that takes in a camera or video source signal and sends it to a destination such as a video monitor or recording device. May control camera functions such as focus, pan, tilt, or zoom.                     |
|                                               | 2.4 | Video Players / Recorders      | Devices to play and/or record video.                                                                                                                                                                                |
|                                               | 2.5 | Video Routing and Distribution | Video Routing: Route video signals from multiple input sources to one or more display devices.<br>Video Distribution: Take video signal as input, amplify the signal, and output the signal to two or more outputs. |
|                                               | 2.6 | Document Camera                | Imaging device used to create a video image of printed documents or three-dimensional objects.                                                                                                                      |

| <b>PRODUCT CATEGORY 3:<br/>AUDIO-VISUAL (A/V)<br/>FURNITURE</b> |     | <u>Sub-Category</u>     | <u>Additional Definition</u>                                                             |
|-----------------------------------------------------------------|-----|-------------------------|------------------------------------------------------------------------------------------|
|                                                                 | 3.1 | A/V Mobile Cart Systems | Mobile portable storage with mounting system for displays and A/V devices.               |
|                                                                 | 3.2 | A/V Consoles and Racks  | Fixed storage which may be portable or may be permanently installed into spaces.         |
|                                                                 | 3.3 | A/V Cabinets            | Permanently installed storage for A/V devices.                                           |
|                                                                 | 3.4 | A/V Tables and Desks    | Custom workspaces that include storage and accessibility for AV devices and connections. |
|                                                                 | 3.5 | A/V Lecterns / Podiums  | Lecterns or podiums that support multimedia integration.                                 |

| <b>PRODUCT CATEGORY 4:<br/>BROADCAST VIDEO AND<br/>PRODUCTION</b> |      | Broadcast quality equipment to provide for over the air, closed circuit, and streaming based broadcasts. |  |
|-------------------------------------------------------------------|------|----------------------------------------------------------------------------------------------------------|--|
| Broadcast and Video Production                                    |      | <u>Sub-Category</u>                                                                                      |  |
|                                                                   | 4.1  | Audio-Visual Communication and Production Equipment                                                      |  |
|                                                                   | 4.2  | Audio-Visual Converters and Processors                                                                   |  |
|                                                                   | 4.3  | Computer Products for Video                                                                              |  |
|                                                                   | 4.4  | Video Cameras and Lenses                                                                                 |  |
|                                                                   | 4.5  | Multi-Viewers                                                                                            |  |
|                                                                   | 4.6  | Audio-Visual Routers                                                                                     |  |
|                                                                   | 4.7  | Digital Video Storage                                                                                    |  |
|                                                                   | 4.8  | Audio-Visual Switchers                                                                                   |  |
|                                                                   | 4.9  | Teleprompter                                                                                             |  |
|                                                                   | 4.10 | Video Test Products                                                                                      |  |
|                                                                   | 4.11 | Web/Video Communication and Production Equipment                                                         |  |
|                                                                   | 4.12 | Encoders / Decoders                                                                                      |  |
|                                                                   | 4.13 | Video on Demand Servers                                                                                  |  |
|                                                                   | 4.14 | Network Digital Video Recorder (NDVR) Servers                                                            |  |

| <b>PRODUCT CATEGORY 5:<br/>VIDEO CONFERENCING</b> |     | Video conferencing products which allows for two or more locations to communicate simultaneously via two-way audio and video over IP. May also include content sharing but does not include products that allow for web conferencing. |                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Video Conferencing                                |     | <u>Sub-Category</u>                                                                                                                                                                                                                   | <u>Additional Definition</u>                                                                                                                                                                                                                                                      |
|                                                   | 5.1 | Endpoint – Appliance Based                                                                                                                                                                                                            | Dedicated device for video conferencing which typically resides in a room and includes camera(s) and hardware device(s) dedicated to encoding and decoding audio and video over the network. Call control signals typically over H.323 or SIP protocol.                           |
|                                                   | 5.2 | Endpoint – Software Based/Software Client                                                                                                                                                                                             | Software application for computers or mobile devices for video conferencing and collaboration. Typically uses integrated camera or USB peripherals for camera and audio. Software may enable direct point to point communication, but most often uses a managed calling solution. |
|                                                   | 5.3 | Multi-call Unit (MCU)                                                                                                                                                                                                                 | Bridge for linking several video endpoints into a single call.                                                                                                                                                                                                                    |
|                                                   | 5.4 | Gateway                                                                                                                                                                                                                               | Transmission of video conferring between networks, often for firewall traversal.                                                                                                                                                                                                  |
|                                                   | 5.5 | Management Server                                                                                                                                                                                                                     | Central management of video conferencing devices, manages MCUs, and call controls.                                                                                                                                                                                                |
|                                                   | 5.6 | Router                                                                                                                                                                                                                                | Appliance to host concurrent endpoint connections.                                                                                                                                                                                                                                |
|                                                   | 5.7 | Audio and Video Hardware for Video Conferencing                                                                                                                                                                                       | Hardware products that are a component in facilitating the optimal performance of a video conferencing system which include but are not limited to, USB-based or analog-based audio equipment, USB-based or digital-based cameras, and related displays.                          |

| <b>PRODUCT CATEGORY 6:<br/>CONTROL SYSTEMS</b> |     | Equipment used to communicate between Audio-Visual systems. Control systems allow audio-visual devices to talk to each other and includes user interfaces such as touch screens and button panels for an end user to interact with an entire audio-visual solution. |                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------------------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Control Systems                                |     | <u>Sub-Category</u>                                                                                                                                                                                                                                                 | <u>Additional Definition</u>                                                                                                                                                                                                                                                                                                                                                     |
|                                                | 6.1 | Signal Distribution / Conversion                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                | 6.2 | Show Controllers / Control Processors                                                                                                                                                                                                                               | Hardware and software used to control various audio-visual, lighting, environmental, and network equipment.                                                                                                                                                                                                                                                                      |
|                                                | 6.3 | Lighting Control                                                                                                                                                                                                                                                    | Relay controls and dimmer packs for controlling building lighting.                                                                                                                                                                                                                                                                                                               |
|                                                | 6.4 | Whole Building Control                                                                                                                                                                                                                                              | Whole building control and automation for systems including, but not limited to, lighting, shades, and HVAC systems.                                                                                                                                                                                                                                                             |
|                                                | 6.5 | User Interfaces                                                                                                                                                                                                                                                     | <ul style="list-style-type: none"> <li>• Wall Plates: Plates that house connectivity and control to support audio-visual systems.</li> <li>• Button Controllers: Panels with hard buttons or a keypad that functions as a switch for a room control.</li> <li>• Touchscreens: Panels with a flat touch sensitive surface that functions as a switch for room control.</li> </ul> |

| <b>PRODUCT CATEGORY 7:<br/>DATA/VIDEO PROJECTORS</b> |     | An optical device that projects an image (or moving images) onto a surface. |                                                                           |
|------------------------------------------------------|-----|-----------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Data/Video Projectors                                |     | <u>Sub-Category</u>                                                         | <u>Additional Definition</u>                                              |
|                                                      | 7.1 | Portable Projectors                                                         | Projectors that can easily be moved to different locations.               |
|                                                      | 7.2 | Installed Projectors                                                        | Projectors that are installed to a fixed location like a wall or ceiling. |

| <b>PRODUCT CATEGORY 8:<br/>PROJECTION SCREENS</b> |     | <u>Sub-Category</u> | <u>Additional Definition</u>                                                                     |
|---------------------------------------------------|-----|---------------------|--------------------------------------------------------------------------------------------------|
| Projection Screens                                | 8.1 | Portable Screens    | Manual or electronically-controlled screens that can be moved to different locations.            |
|                                                   | 8.2 | Installed Screens   | Manual or electronically-controlled screens that are permanently installed to a wall or ceiling. |

| <b>PRODUCT CATEGORY 9:<br/>DISPLAY MONITORS</b> |     | <u>Sub-Category</u>       | <u>Additional Definition</u>                                                                                                                                                                                                                                 |
|-------------------------------------------------|-----|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Display Monitors                                | 9.1 | LCD/LED Displays/Monitors | Monitors used for display purposes but are not intended primarily for individual desktop computer monitors.                                                                                                                                                  |
|                                                 | 9.2 | Digital Signage Systems   | A way of communicating a customized message through the use of strategically located displays. Digital signage systems tend to use data networks with content delivered by servers. The content can be managed and organized from local or remote locations. |
|                                                 | 9.3 | Video Wall Systems        | Special Systems used to mount multiple monitors into a Video Wall format.                                                                                                                                                                                    |
|                                                 | 9.4 | Presentation Devices      | Devices that assist the display of a presentation.                                                                                                                                                                                                           |

| <b>PRODUCT CATEGORY 10:<br/>INTERACTIVE DISPLAYS</b> |      | Projectors, displays, and other devices that go beyond presenting visual information. Allow for collaboration and for interaction with the data on the screen via touch or other inputs. Network/remote connections may be included but are not necessary. |                                                                                                                                     |
|------------------------------------------------------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| Interactive Displays                                 |      | <u>Sub-Category</u>                                                                                                                                                                                                                                        | <u>Additional Definition</u>                                                                                                        |
|                                                      | 10.1 | Interactive White Boards                                                                                                                                                                                                                                   | Touch capable board that allows for touch and annotation capabilities. A projector may be included but is not necessary.            |
|                                                      | 10.2 | Interactive Displays/Monitors                                                                                                                                                                                                                              | Display that allows for touch and annotation capabilities.                                                                          |
|                                                      | 10.3 | Interactive Projectors                                                                                                                                                                                                                                     | Turns any surface into an engaging, collaborative interactive workspace. Similar to Sub-Category 10.1 above, but without the board. |
|                                                      | 10.4 | Interactive Overlays                                                                                                                                                                                                                                       | External device that is installed on top of the display to give it touch capabilities.                                              |

| <b>PRODUCT CATEGORY 11:<br/>HOLOGRAM/VIRTUAL REALITY DEVICES</b> |      | <u>Sub-Category</u>                 | <u>Additional Definition</u>                                                                                                                                                                                                                                                                                                                                                         |
|------------------------------------------------------------------|------|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Hologram/Virtual Reality Devices                                 | 11.1 | Hologram Devices and Systems        | Objects created with light that can be either two-dimensional or three-dimensional. Can be viewed and/or heard from different angles and appear to exist in the physical world. Systems may include computers, projectors, displays/screens, headgear, and other products necessary for the device and system to operate at an optimal level.                                        |
|                                                                  | 11.2 | Virtual Reality Devices and Systems | Software-generated realistic images, sounds, etc. to replicate a setting or environment and simulate the user's presence to enable user to interact with the space. Systems may include computers, software, applications, projectors, displays/screens, headgear or other viewers, speakers, and other products necessary for the device and system to operate at an optimal level. |



|                                                               |      |                                                                                                                                                                           |
|---------------------------------------------------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCT CATEGORY 12:<br/>AUDIENCE RESPONSE<br/>SYSTEMS</b> |      | Equipment and/or software to digitally collect audience responses to tests, surveys, and other forms of questions.                                                        |
| <b>PRODUCT CATEGORY 13:<br/>LIGHTING</b>                      |      | Lighting products for audio-visual related purposes                                                                                                                       |
| Data/Video<br>Projectors                                      |      | <u>Sub-Category</u>                                                                                                                                                       |
|                                                               | 13.1 | Video and Still Camera Lighting                                                                                                                                           |
|                                                               | 13.2 | Stage Lighting                                                                                                                                                            |
|                                                               | 13.3 | Light-Emitting Diode (LED) Lighting                                                                                                                                       |
|                                                               | 13.4 | Lighting Controllers                                                                                                                                                      |
| <b>PRODUCT CATEGORY 14:<br/>MOUNTING HARDWARE</b>             |      | Products to mount on a wall, ceiling, or floor products available from a Contract under this contract release.                                                            |
| <b>PRODUCT CATEGORY 15:<br/>PERIPHERALS</b>                   |      | Accessories related to and to be used concurrently with a products available from a Contract under this contract release.                                                 |
| <b>PRODUCT CATEGORY 16:<br/>ASSOCIATED HARDWARE</b>           |      | Hardware necessary to install and maintain functionality of products available from a Contract awarded through this solicitation.                                         |
| <b>PRODUCT CATEGORY 17:<br/>ALA CARTE SOFTWARE</b>            |      | Software and software maintenance necessary for the functionality of products available from a Contract under this contract release.                                      |
| <b>PRODUCT CATEGORY 18:<br/>CABLES</b>                        |      | Audio-Visual Cables necessary to install and maintain functionality of products available from a Contract under this contract release.                                    |
| <b>PRODUCT CATEGORY 19:<br/>ARTIFICIAL INTELLIGENCE</b>       |      | Products that perform tasks which normally require human intelligence, such as visual perception, speech recognition, decision-making, and translation between languages. |

**DELIVERY.** Delivery shall be made in accordance with instructions on the purchase order from each agency or CPV member. If there is a discrepancy between the purchase order and what is listed on the Contract, it is the Contract Vendor's obligation to seek clarification from the ordering entity, and if applicable, from the Office of State Procurement. Estimated delivery lead time must be included in all quotes with language indicating the lead time is an estimate and is subject to change. After receipt of order, any changes to the quoted estimated delivery lead time will be communicated to the Customer in writing.

**FREIGHT.** Freight for all orders is to be FOB Destination, Prepaid and Added. Contract Vendor pays freight and adds freight charges to quote and invoice as separate line items. Freight must be quoted and invoiced as a direct pass through cost. Freight charges invoiced may not exceed the quoted price unless agreed in writing by the ordering entity. Upon request by the State, or CPV member, the Contract Vendor must furnish third party freight quote and/or invoice. The State will not pay for the amount of any quoted freight cost that exceeds the actual freight cost.

When requesting multiple quotes, and one quote includes freight charges that are substantially higher than freight charges in the other quotes received, follow-up with the vendor quoting the outlying freight charge and request they double check the freight quote.

**SOFTWARE LICENSE AGREEMENTS AND MAINTENANCE AGREEMENTS.** All software license agreements and maintenance agreement offered through the Contract must be presented to the Customer at the time of quote may be negotiated by the Customer prior to issuing a purchase order. Upon request by the Customer, attach agreements with any invoice.

Contract Vendor must assure that all software has appropriate licensing permitting the State and CPV members to use the software. Contract Vendor must obtain and furnish to the Customer End User License Agreements (EULAs) at the

time of quote and/or prior to purchase. When requested, the Contract Vendor shall work with the Customer in negotiating license agreements and/or Enterprise Licensing Agreements for software included in the contract.

**NUMBER OF QUOTES REQUIRED FOR A PROJECT.** Obtain written quotes per the guidelines listed below prior to issuing a purchase order. Purchase orders should be issued to the contract vendor available to do the project at the lowest price, unless an exception is granted by the Acquisition Management Specialist (AMS).

- Projects estimated to be less than \$25,000 – Obtain at least one quote from available contract vendors.
- Projects estimated from \$25,000 through \$50,000 – Obtain at least two quotes from available contract vendors.
- Projects estimated greater than \$50,000 – Obtain quotes from all available contract vendors eligible for sales and service in the county where the project is located.

**QUOTES.** The ordering entity must request and obtain a firm price quote from the Contract Vendor prior to issuing a purchase order. Payment shall be for actual products received and work performed and shall not exceed any quoted price unless the Contract Vendor receives prior written approval to exceed the quoted price from the ordering entity. The quote must be in writing, reference the State Contract Release A-203(5), and reference the Contract number. Freight costs must be itemized in a quote in order to be charged on an invoice. All services quoted must include a not to exceed number of hours to complete the service and a description of where the service will be performed. At a minimum the price quote for audio-visual product sales must include:

- Contract vendor's name
- Name of contract vendor's representative providing the quote
- Date of quote
- Contract number
- Contract product/item/service category or subcategory and brand/manufacturer when applicable
- Contract vendor product/item/service
- Quantity of each product/item/service quoted
  - Location of where service will be performed, when applicable
  - All service hours quoted should be a not to exceed amount.
- Product/item/service price and extended price (Before cost plus percentage mark-up applied)
- Product/item/service extended price (After cost plus percentage mark-up applied)
- Total price for all products/items/services quoted (After cost plus percentage mark-up applied)
- Estimated number of days for delivery following receipt of order
- Freight cost
- Expiration date of quote
- Mileage costs itemized per day, per vehicle, when applicable
  - List address of closest dispatch
  - Attach printout from Google Maps™ documenting daily round trip mileage
- Not to exceed lodging costs, when applicable
  - List cost per night and total cost
- Labor classification hourly labor rates not listed on the price schedule, when applicable
- Any software included with the purchase and associated licensing agreement
- Any maintenance agreements

The Contract Vendor must provide quotes within ten (10) business days after the Contract Vendor has received the quote request and all questions in regard to the quote request have been answered by the ordering entity. Additional time to provide a quote may be agreed upon by the ordering entity and Contract Vendor. In the event a site visit is required before a quote can be issued, the ten-business day requirement begins the day following the site visit or after all questions posed by the Contract Vendor have been answered, whichever occurs later. Prior to fulfilling any order through this Contract, the Contract Vendor must receive written confirmation from the end user that the quote has been received, understood, and accepted. This confirmation must be in the form of a purchase order or other written authorization document dated on or after the date the quote was received.

**NOTE:** Documentation of actual cost to verify against a quote doesn't need to be requested from all vendors, just from the vendor that you intend to award the purchase order. Verify quoted pricing is accurate prior to issuing the purchase order.

When requesting multiple quotes, and one quote includes freight charges that are substantially higher than freight charges in the other quotes received, follow-up with the vendor quoting the outlying freight charge and request they double check the freight quote.

**INVOICES.** The Contract Vendor will be responsible for providing an invoice within thirty days following the completion of an order. Any freight costs included on an invoice must have previously been included on the quote and cannot exceed the quoted amount unless written approval to exceed is received from the ordering entity. Services must be invoiced for the actual number of hours performed. Written approval from the Owner is required to invoice more hours for a service than were quoted. At a minimum an invoice for audio-visual product sales must include:

- Quote number and purchase order number
- Invoice number
- Contract number
- Contract product/item/service category or subcategory and brand/manufacturer
- Contract vendor product/item/service
- Quantity of each product/item/service ordered
- Description of each product/item/service ordered
  - Location of where service performed, when applicable
  - Number of actual service hours performed for each service provided (Attach Daily Logs)
  - Product/item/service unit price and extended price (Before cost plus percentage mark-up applied)
- Product/item/service unit price and extended price (After cost plus percentage mark-up applied)
- Freight cost
- Labor classification hourly labor rates not listed on the price schedule, when applicable.
- Any software included with the purchase and associated licensing agreements if requested by the customer
- Any maintenance agreements
- Mileage costs itemized per day, per vehicle, when applicable
  - List address of closest dispatch
  - Attach printout from Google Maps™ documenting daily round trip mileage
- Actual lodging costs, when applicable
  - List cost per night and total cost
  - Attach receipts

**PRODUCT WARRANTY.** The warranty provided must be the manufacturer's written warranty tied to the product at the time of purchase the Contract Vendor must warrant the following: (a) the Product performs according to the specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is designed and manufactured in a commercially reasonable manner, and (d) the Product is free of defects. For third party products sold by the Contract Vendor, the Contract Vendor will assume the manufacturer or publisher's warranty and maintenance and provide upon request. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

Upon breach of warranty, the Contract Vendor will repair or replace (at no charge to the customer) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court. The Contract Vendor warrants that repairs will be performed in a competent and workmanlike manner and that all parts used to repair the product will be free from defects in materials and workmanship for a period of ninety (90) days.

**PRODUCT RETURNS – Non-Defective Product.** An unopened, non-defective product conforming to the specifications of an order may be returned within 45 days of invoice date with no additional fees applied. Return shipping costs to return the non-defective product to Contract Vendor is the responsibility of the Customer.

**PRODUCT RETURNS – Defective and Non-Conforming Products.** Any product determined by the State-as defective or non-conforming to specifications, order or contract must be capable of being returned within 45 calendar days of receipt with no restocking fee. Defective products and/or products that do not conform to the order specifications must be replaced or the order for such product may be cancelled by the State's request. Return shipment of defective or non-conforming product to Contract Vendor within said 45 calendar days is the responsibility of the Contract Vendor. The

Contract Vendor's customer service representative should provide a Return Merchandise Authorization number ("RMA"). The Contract Vendor must arrange for a "call tag" to be issued via "carrier" to order pick up of the defective and/or non-conforming product. "Carrier" must pick up the defective product at the address to which the product was originally shipped. The State's account must be credited within fourteen (14) calendar days of arrival of the returned product at the Contract Vendor's location or warehouse. Amount credited must be that equal to the price of the product plus all freight, shipping, handling, or ancillary charges associated with shipment of the product from and return to the shipping location. If the returned product is found by the Contract Vendor not to be defective or non-conforming, the Customer may be billed for the amount of return shipping charges. Respondent must provide details describing procedures and practices used to meet or exceed the above requirements for the return of defective and/or non-conforming products. The Contract Vendor is responsible for any shipping and handling charges associated with defective parts under warranty that are replaced and/or shipped to the customer and/or returned to the vendor.

**INSTALLATION SERVICES.** The Contract Vendor will quote the appropriate installation rates.

- A. **Basic Installation.** Installation of audio-visual products on a project that is not subject to prevailing wage rate applicability.
- B. **Construction Installation.** Installation of audio-visual products on a project that is subject to prevailing wage rate applicability.
- C. **Construction Installation Labor Classifications Specifically Available on a Contract Vendor's Price List.**
  - a. Carpenter – Class Code 704. See Minnesota Rules, part 5200.1102, subpart 3 for a description of this Class of Labor.
  - b. Electricians – Class Code 707. See Minnesota Rules, part 5200.1102, subpart 7 for a description of this Class of Labor.
  - c. Wiring System Technician – Class Code 727. See Minnesota Rules, part 5200.1102, subpart 27 for a description of this Class of Labor.
  - d. Wiring System Installer – Class Code 728. See Minnesota Rules, part 5200.1102, subpart 28 for a description of this Class of Labor.
  - e. Common Laborer – Class Code 101. See Minnesota Rules, part 5200.1101, subpart 1 for a description of this Class of Labor.
- D. **Requirements when a Project Includes Construction Installation.** The Contract Vendor is required to furnish to State agency Customers all payrolls, of all workers on the project, via email as attachments, to a specified Customer email address. All State agency purchase orders that include Construction Installation must list an email address for the Contract Vendor to submit prevailing wage submittals. The Contract Vendor and any approved subcontractors must submit the State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance within fourteen (14) days after the end of each pay period. The payroll form must be in the format available at <https://mn.gov/admin/osp/vendors/overview-for-vendors/>, under Step 3: Compliance Documents. The Prevailing Wage Payroll Report must be submitted in Microsoft Excel form and the Statement of Compliance must be submitted in PDF format.
- E. **Purchase Order Instructions/Comments to Add When Construction Installation Services are Quoted and Invoiced.** Add the following language to a purchase order whenever Construction Installation services are part of the purchase order.
  - o IC-134. Contractor and its subcontractors, when applicable, shall provide an IC-134 Withholding Affidavit for Contractor to the ordering entity along with the request for payment."
  - o Prevailing Wage. Prevailing wage payroll information (Prevailing Wage Payroll Report and Statement of Compliance Form) must be submitted to the following email address:  
[PrevailingWage.PayrollForm@state.mn.us](mailto:PrevailingWage.PayrollForm@state.mn.us).
- F. **Purchase Order Limits for Projects that Include Construction Installation Service.** State agencies' individual Purchase Orders shall not exceed \$500,000 for a project, including Change Orders for unforeseen conditions. This limit includes the costs for all materials, equipment, and additional services included in the project's total cost. CPV members must follow their procurement purchasing policies and limitations. State Agency projects with a total cost exceeding \$500,000 will be bid and contracted through established public works construction contracting procedures.

If the Contractor proceeds without a Purchase Order or the work exceeds the Purchase Order amount without written approval, the Contractor may not be paid for the work

- G. **Compliance with Tax Law Requirements.** The State agency or CPV member cannot make final payment to the Contractor until the Contractor demonstrates that it and all its subcontractors have complied with the Income Tax withholding requirements of Minn. Stat. § 290.92 for wages paid for work performed under the contract. To establish compliance, the Contractor must submit a "Contractor Affidavit" either online or in paper form (IC-134) to the Minnesota Department of Revenue. The Contractor will receive written certification of compliance when the Department of Revenue determines that all withholding tax returns have been filed and all withholding taxes attributable to the work performed on the Contract have been paid. The Contractor must then provide this written certification to the State agency or CPV member to receive final payment.

Every subcontractor working on the Project must submit an approved "Contractor Affidavit" from the Department of Revenue to the Contractor before the Contractor can file its own Contractor Affidavit. The Contractor is strongly encouraged to obtain the certification from each Subcontractor immediately following the subcontractor's completion of work on the project. Delays in completing the forms until after the project is complete may result in significant additional work for the Contractor in collecting the required forms.

Complying with this requirement is considered part of the Work under this Contract. Contractor delay in complying with this requirement may cause the State to delay final payment. The State may also report non-compliance to the Department of Revenue, which may result in enforcement action by the Department of Revenue.

- H. **Warranty for Construction Installation Services.** The Contractor shall provide a one-year warranty for Construction Installation service which includes labor and materials. The warranty period shall not commence until final acceptance by the owner.

Work must conform to the manufacturer's recommendations for installation and must allow the installed products to function as intended. Work not conforming to these requirements, not properly approved and authorized, may be considered defective. The Contractor's warranty for Construction Installation work excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

- F. **State Excise and Use Tax.** The State's Direct Pay permit will not apply for Construction Installation labor rates. The Responder is understood to have included in its construction installation labor rates any applicable State or Federal sales, excise, or use tax on all materials, supplies and equipment that are to be utilized.
- G. **Response Time and Scheduling.** Initiation of work shall be done by individual State agencies or CPV members issuing a purchase order. No installation work shall begin until the Contractor has received a purchase order. This order will be presented to the Contractor by the authorized representative from each agency or CPV members. Upon receipt of order, the Contractor shall contact the agency where work is to be performed as soon as possible, but no longer than five (5) calendar days, acknowledging receipt of order and to schedule work. Once the project is started, work is to proceed on a continuous basis or as coordinated with the ordering agency. Interruptions in work on a project must be approved in writing by the ordering agency.
- H. **Conduct.** All employees of the Contractor shall conduct themselves in a professional and courteous manner at all times. Personnel deemed unacceptable by the State agency or CPV member shall be replaced immediately. The State or CPV member reserves the right to reject any employee assigned under the Contract.
- I. **Damage.** At its expense, the Contractor shall promptly remedy and repair all damage or loss to any property caused by the Contractor. The Contractor shall not be responsible for damage or loss attributable to the fault or negligence of a State agency or CPV member.

The Contractor shall be responsible for loss or damage to its equipment while performing work. The State or CPV member will not pay for replacement of equipment or tools lost or damaged during the course of work.

The Contractor shall not be liable for any loss, delay, injury, or damages, whether direct or consequential, that may be caused by conditions beyond its control relating to acts of government, strikes, lockouts, fire explosion, theft, riot, civil commotion, war, malicious mischief, floods, or other acts unforeseen, or other situations beyond the Contractor's control. The Contractor shall not be responsible for damage or loss attributable to the fault or negligence of the State agency or CPV member.

The Contractor shall not be held liable for back charges if the delay of response time is caused by strikes, any preference or priority allocation order issued by the government, or any unforeseeable cause beyond the Contractor's control, or any cause the State determines justifies delay.

- J. **Removed Items and Clean-up.** It will be the Contractor's responsibility to legally dispose of all excess materials and supplies used during the job. The site shall be returned to its original state prior to payment for any work done against this Contract. The cost of cleanup performed by a State agency or CPV member as a result of the Contractor's failure to provide the cleanup required by this solicitation shall be deducted at the actual cost to the Owner from the purchase order sum.
- K. **Other Administrative Requirements.** Additional tasks to be completed at the time of issuing an invoice include, but are not limited to, the following:
- Prevailing Wage Payroll Reports submitted by the Contractor and all subcontractors.
  - Statement of Compliance submitted with each Prevailing Wage Payroll Report.
  - IC-134 "Withholding Affidavits" submitted with the final invoice for Contractor and all subcontractors.
- L. **Payment and Performance Bonds.** The Contractor must have the capability to provide a payment and performance bond per project (furnish equipment and installation) that is quoted \$175,000 or greater per Minn. Statute § 574.26.

The Contractor shall furnish the Performance Bond and a Labor and Material Bond (individually a "Bond" and collective Bonds) to the public entity that has accepted a quote. The Performance Bond shall be in an amount equal to 100% of the full amount of the Order sum as security for the faithful performance of the Contract, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Order sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such Bonds shall be on forms approved by or provided by the Owner and shall name the Owner as the primary Obligee.

The surety issuing the Bonds shall be satisfactory to the Owner, be licensed to issue Bonds in the State of Minnesota, shall be rated by A.M. Best an A-(minus) or better, and shall be within the limit set by the Treasury Department as the net limit on any single risk for the surety, or if co-sureties are utilized, the amount of each Bond shall be within the total of such limits set for a surety and any such co-sureties. There shall be no affiliation between the Contractor and any bonding agencies or agent used.

In the event of change orders that result in an increase in the Contract or Order sum, the penal sum of each Bond shall increase in the amount of such change in the Contract or Order sum without obtaining the surety's consent up to a maximum of 10% of the penal sum. Any aggregate increase in the excess of 10% of the original penal sum shall require the surety's written consent. The Contractor shall be responsible for getting the consent, and shall submit a copy of such consent to the Owner.

If the Owner determines that the surety providing the bonds no longer meets the requirements the Contractor shall obtain an adequate replacement surety that will provide acceptable bonds in the same form and amount as the bonds issued by the original surety. The Contractor shall pay the premium(s) on such new Bond(s). The Contractor acknowledges that further payments to the Contractor may not be made until the new surety has been qualified and approved.

- M. **Hourly Installation Labor Rates.** The cost up to \$500 for any hardware, supplies, materials, or small tools required to install products ordered through a Contract are included in the hourly installation labor rates. This includes, but is not limited to, any hardware or materials that meet the definition of Product Category 16: Associated Hardware, zip ties, snap toggles, bulk wire, terminations, fasteners, and connectors. When a project

exceeds \$500 in costs for these materials, all costs exceeding \$500 must be quoted and invoiced as required by the Contract. Costs up to \$500 do not need to be invoiced or quoted.

- N. **Daily Logs.** On all quotes involving services the Contract Vendor will provide a not to exceed number or hours to complete the service. In the event a service will be performed both on and off site, the Contract Vendor will provide a breakdown of the amount of hours that will take place at each location. At the conclusion of each day performing on-site services, the Contract Vendor must present the Customer with a Daily Log detailing the work performed that day and number of hours spent on-site. Each Daily Log submitted for a project should also be attached to the final invoice. In the event the number of quoted not to exceed hours is met, but more time is needed to complete the service, the Contract Vendor will provide the Customer with a written quote of the amount of the additional time needed to complete the service which the customer must approve in writing before continuing with the service. The State will not pay for hours of on-site services exceeding the number quoted that were not approved in writing by the Customer.

**PROFESSIONAL AND TECHNICAL DESIGN SERVICES.** Design services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation, and result in the production of a report or the completion of a task. The design service does not include the provision of supplies or materials except as incidental to the provision of the P/T design service.

- A. **Requirements.** For State agencies, the P/T design service must be related to the audio-visual product categories available under a contract awarded through this solicitation and are limited to \$50,000.00 per project unless written permission is received from the AMS to exceed the per project limit. Additional contract documents agreed to between the customer and the Contract Vendor may be required to be completed for P/T design services prior to issuing a purchase order. CPV members must follow all applicable laws, rules, policies, and procedures when purchasing P/T design service from a contract.
- B. **Retainage.** Ten percent (10%) of the cost of each deliverable for P/T design service will be withheld by the State. The retainage will be held by the State until the deliverable has been reviewed by the head of the agency entering into the Contract and the head of the agency has certified that the Contract Vendor has satisfactorily fulfilled the terms of the Contract.

**FINAL ACCEPTANCE OF COMPLETED SERVICE BY THE CUSTOMER.** Upon completion of installation, maintenance, or repair services, Contract Vendor must submit a request for written final acceptance of service completion from the Customer. After receiving written final acceptance of completion of the service from the Customer, the Contract Vendor may issue an invoice to the Customer. Contract Vendor must satisfy all other Contract submittal requirements necessary for the service prior to submitting the request for written acceptance of service completion.

**CABLING AND WIRING REQUIREMENTS.** For State Agency orders any wires or cables sold or installed must meet the specifications expressed in the following hyperlinked document:

<https://osp.admin.mn.gov/sites/osp/files/2024-10/a-2035cablingandwiringrequirements.pdf>

-----  
**The following vendor is certified as an eligible Targeted Group business:**

| <u>CONTRACT VENDOR</u> | <u>CONTRACT NO.</u> | <u>TERMS</u>            |
|------------------------|---------------------|-------------------------|
| <b>Z SYSTEMS, INC.</b> | <b>152127</b>       | <b>1% in 10, NET 30</b> |

3724 Oregon Avenue S  
St. Louis Park, MN 55426

**VENDOR NO: 0000245757**

Ms. Margie Zdechlik (Contact for Quotes and Orders)

**OFFICE:** 952-974-3140

**FAX:** 952-974-3141

**EMAIL:** [margiez@zsyst.com](mailto:margiez@zsyst.com)

**AVAILABLE ZONES:** ALL NINE ZONES

**DISPATCH CENTER/SERVICE LOCATION:** Same address as listed above

**SWIFT Line:**

LINE 1 – Audio-Visual Products

LINE 2 – Basic Installation Services

LINE 3 – Construction Installation Services

LINE 4 – Professional/Technical Design Services, Project Management Services, and Training Services

LINE 5 – Maintenance and Repair Services

**[Z SYSTEMS, INC. Price Schedule](#)**

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| <u>CONTRACT VENDOR</u>                                                    | <u>CONTRACT NO.</u> | <u>TERMS</u>  |
|---------------------------------------------------------------------------|---------------------|---------------|
| <b>iSPACE ENVIRONMENTS</b><br>6813 Shady Oak Rd<br>Eden Prairie, MN 55344 | <b>152128</b>       | <b>NET 30</b> |

**VENDOR NO: 0000226790**

Ms. Emily Jenkins (Contact for Quotes and Orders)

**OFFICE:** 763-291-9844

**EMAIL:** [Emily.Jenkins@ispaceenvironments.com](mailto:Emily.Jenkins@ispaceenvironments.com)

**AVAILABLE ZONES:** ALL NINE ZONES

**DISPATCH CENTER/SERVICE LOCATION:** Same address as listed above

**APPROVED SUBCONTRACTOR:**

Mendle Technologies LLC, 805 Orchard Cir., Belle Plaine, MN 56011

All Systems Konnected LLC, 2355 Louisiana Ave N STE 2, Golden Valley, MN 55427

FinePoint Technology LLC, 12209 Wood Lake Dr, Burnsville, MN 55337

Rocket AV, Inc., 454 84<sup>th</sup> Ln NW, Coon Rapids, MN 55433



KodeBlu, LLC, 11003 Wesley Drive, Rogers, MN 55374

**SWIFT Line:**

LINE 1 – Audio-Visual Products

LINE 2 – Basic Installation Services

LINE 3 – Construction Installation Services

LINE 4 – Professional/Technical Design Services, Project Management Services, and Training Services

LINE 5 – Maintenance and Repair Services

**ISPACE ENVIRONMENTS PRICE LIST**

**[iSpace Price List](#)**

**CONTRACT VENDOR**  
**PROVISION MEDIA, INC.**

**CONTRACT NO.**  
**152126**

**TERMS**  
**1% in 10, NET 30**

Mr. John Rudie  
2306 Robbins St  
St. Paul, MN 55114

**VENDOR NO: 0000281888**

Ms. Leah Simms (Contact for Quotes and Orders)

**OFFICE:** 651-204-9084, Ext. 2

**FAX:** 651-797-3259

**EMAIL:** [sales@provision-media.com](mailto:sales@provision-media.com)

**AVAILABLE ZONES:** ZONES 1, 2, 8, and 9

**DISPATCH CENTER/SERVICE LOCATION:** Same address as listed above

**SWIFT Line:**

LINE 1 – Audio-Visual Products

LINE 2 – Basic Installation Services

LINE 3 – Construction Installation Services

LINE 4 – Professional/Technical Design Services, Project Management Services, and Training Services

LINE 5 – Maintenance and Repair Services

**[PROVISION MEDIA PRICE LIST](#)**

**CONTRACT VENDOR**

**CONTRACT NO.**

**TERMS**

**BLUUM OF MINNESOTA, LLC**  
1771 Energy Park Drive, Suite 100  
St. Paul, MN 55108

**152129**

**NET 30**

**VENDOR NO: 0000205638**

Contract Release: A-203(5)

Mr. Aaron Cole (Contact for Quotes and Orders)

**OFFICE:** 612-331-5500

**EMAIL:** [stpcustomerservice@bluum.com](mailto:stpcustomerservice@bluum.com)

**AVAILABLE ZONES:** ALL NINE ZONES

**DISPATCH CENTER/SERVICE LOCATION:** Same address as listed above

**APPROVED SUBCONTRACTOR:**

Egan Company, 7625 Boone Avenue N, Brooklyn Park, MN 55428

Mod Creative, Inc., 12155 Bataan Street NE, Blaine, MN 55449

Advantage Computer Systems Inc., 1 Hill Farm Circle, St. Paul, MN 55127

**SWIFT Line:**

LINE 1 – Audio-Visual Products

LINE 2 – Basic Installation Services

LINE 3 – Construction Installation Services

LINE 4 – Professional/Technical Design Services, Project Management Services, and Training Services

LINE 5 – Maintenance and Repair Services

**[BLUUM of MINNESOTA PRICE LIST](#)**

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**AUDIO-VISUAL PRODUCT RENTAL**

**SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS APPLICABLE TO THE RENTAL CONTRACTS AVAILABLE THROUGH THIS RELEASE.**

**SCOPE.** Provide audio-visual products rental and associated services. Click on the vendor's name below to jump to the vendor's contact information and price list.

**CONTRACTOR**

**CONTRACT NO.**

**[AV FOR YOU, LLC](#)**

**199810**

**PRODUCT CATEGORIES.**

- 1. Audio Products
  - 1.1 Speakers
  - 1.2 Powered Speakers with Tripods
  - 1.3 Mixers
  - 1.4 Audio Recorders
  - 1.5 Mixers
  - 1.6 Digital Signal Processors
  - 1.7 Microphone (Wired with Stand)
  - 1.8 Microphone (Wireless)
  - 1.9 Assisted Audio Products

- 1.10 Audio Enhancers
- 1.11 Audio Playback Equipment
- 2. Video and Visual Products
  - 2.1 Video Cameras
  - 2.2 Video Editing Products
  - 2.3 Video Mixers
  - 2.4 Video Switchers
  - 2.4 Video Players / Recorders
  - 2.5 Video Routing / Distribution
  - 2.6 Slide Projectors (Screens may be added as an additional proposed pricing option.)
- 3. Audio/Visual Furniture
  - 3.1 A/V Lecterns/Podiums
  - 3.2 A/V Staging Materials
  - 3.3 Pipe and Drape (Unit of Measure is per 10-foot section)
  - 3.4 A/V Rolling Carts
- 7. Data/Video Projectors
  - 7.1 Portable Projectors
- 8. Projection Screens
  - 8.1 Portable Screens
- 9. Display Monitors
  - 9.1 LCD/LED Displays/Monitors (Up to 50")
  - 9.2 LCD/LED Displays/Monitors (Over 50")
  - 9.3 Digital Speaker Timers
- 10. Interactive Displays
  - 10.1 Interactive Displays/Monitors
  - 10.2 Interactive Projectors
  - 10.3 Interactive Overlays
- 11. Hologram/Virtual Reality Devices
  - 11.1 Hologram Devices
  - 11.2 Virtual Reality
- 12. Audience Response Systems
- 13. Lighting
  - 13.1 Stage Lighting Package
  - 13.2 LED Décor Lights
  - 13.3 Miscellaneous Lighting Products
- 14. Laser Pointer & Presentation Advancement Devices
  - 14.1 Laser Pointer
  - 14.2 Presentation Advancement Devices
- 15. Other Audio-Visual Equipment.

**NUMBER OF QUOTES REQUIRED FOR A PROJECT.** Obtain written quotes per the guidelines listed below prior to issuing a purchase order. Purchase orders should be issued to the contract vendor available to do the project at the lowest price, unless an exception is granted by the Acquisition Management Specialist (AMS).

- Projects estimated greater than or equal to \$5,000 – Obtain quotes from all available contract vendors eligible for sales and service in the county where the project is located.

**QUOTES.** The ordering entity must request and obtain a firm price quote from the contract vendor prior to issuing a purchase order. Payment shall be for actual products received and work performed and shall not exceed any quoted price unless the Contract Vendor receives prior written approval to exceed the quoted price from the ordering entity. The quote must be in writing, reference the State Contract Release A-203(5), and reference the Contract number. All services

quoted must include a not to exceed number of hours to complete the service and a description of where the service will be performed. At a minimum the price quote for audio-visual product sales must include:

- Contract vendor's name
- Name of contract vendor's representative providing the quote
- Date of quote
- Contract number
- Contract product/item/service category or subcategory and brand/manufacture when applicable
- Contract vendor product/item/service
- Quantity of each product/item/service quoted
  - Location of where service will be performed, when applicable
  - All service hours quoted should be a not to exceed amount.
- Product/item/service price and extended price
- Total price for all products/items/services quoted
- Expiration date of quote
- Mileage costs itemized per day, per vehicle, when applicable
  - List address of closest dispatch
  - Attach printout from Google Maps™ documenting daily round trip mileage
- Not to exceed lodging costs, when applicable
  - List cost per night and total cost

The Contract Vendor must provide quotes within ten (10) business days after the Contract Vendor has received the quote request and all questions in regard to the quote request have been answered by the ordering entity. Additional time to provide a quote may be agreed upon by the ordering entity and Contract Vendor. In the event a site visit is required before a quote can be issued, the ten-business day requirement begins the day following the site visit or after all questions posed by the Contract Vendor have been answered, whichever occurs later. Prior to fulfilling any order through this Contract, the Contract Vendor must receive written confirmation from the end user that the quote has been received, understood, and accepted. This confirmation must be in the form of a purchase order or other written authorization document dated on or after the date the quote was received.

**INVOICES.** The Contract Vendor will be responsible for providing an invoice within thirty days following the completion of an order. Services must be invoiced for the actual number of hours performed. Written approval from the Owner is required to invoice more hours for a service than were quoted. At a minimum an invoice for audio-visual product sales must include:

- Quote number and purchase order number
- Invoice number
- Contract number
- Contract product/item/service category or subcategory and brand/manufacture
- Contract vendor product/item/service
- Quantity of each product/item/service ordered
- Description of each product/item/service ordered
  - Location of where service performed, when applicable
  - Number of actual service hours performed for each service provided (Attach Daily Logs)
- Product/item/service unit price and extended price
- Mileage costs itemized per day, per vehicle, when applicable
  - List address of closest dispatch
  - Attach printout from Google Maps™ documenting daily round trip mileage
- Actual lodging costs, when applicable
  - List cost per night and total cost
  - Attach receipts

**ITEMS INCLUDED WITH ALL ORDERS AT NO ADDITIONAL COST.**

- Written instructions for the operation of equipment.
- All cabling and controls, including power cords, necessary to fully operate any equipment rented.
- Exchange policy for return of products that do not work properly or meet the purchase order requirements.

**NEGOTIATING RENTALS LONGER THAN ONE WEEK.** For rental orders spanning longer than three days, Contract Vendor and Owner may negotiate discounts for each additional day of the rental over one week.

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| <u>CONTRACT VENDOR</u>                                            | <u>CONTRACT NO.</u> | <u>TERMS</u>  |
|-------------------------------------------------------------------|---------------------|---------------|
| <b>AV FOR YOU, LLC</b><br>3324 Winpark Drive<br>Crystal, MN 55427 | <b>199810</b>       | <b>NET 30</b> |

**VENDOR NO: 0000381954**

Mr. Josh Reitan (Contact for Quotes and Orders)

**OFFICE:** 952-500-8839

**EMAIL:** [josh@avforyou.com](mailto:josh@avforyou.com)

**AVAILABLE ZONES:** ALL NINE ZONES

**DISPATCH CENTER/SERVICE LOCATION:** Same address as listed above

**SWIFT Line:**

LINE 1 – Audio-Visual Equipment Rental

LINE 2 – Set-Up/Tear-Down Service

LINE 3 – Vendor Operation of Rental Equipment

LINE 4 – Vendor Operation of LED Screens/Videowalls and Specialty Technical Service

LINE 5 – Video Editing Service

LINE 6 – Delivery and Pick-up Service

**[AV FOR YOU PRICE LIST](#)**

**REVISIONS:**

- 2/10/2025** Mendel Technologies LLC added as an approved subcontractor to iSpace Environments.
- 2/5/2025** Contract administrator changed to Craig Fernholz.
- 12/31/2024** All five contracts extended six months through June 30, 2025 at the same prices, terms, and conditions.
- 10/17/2024** Two manufacturers (Televic and Promethean) added to the contract of Bluum of Minnesota, LLC.
- 8/13/2024** Price for Z System's contract is updated to revise hour labor rate prices.
- 8/5/2024** Updated the Bluum of MN contact email to [stpcustomerservice@bluum.com](mailto:stpcustomerservice@bluum.com)
- 6/20/2024** All five contracts extended six months through December 31, 2024. Manufacturers added to the contracts of Bluum and Z Systems.
- 4/23/2024** Advantage Computer Systems Inc. added as an approved subcontractor to Bluum of Minnesota's contract.
- 2/21/2024** Maple Lane Media decided not to extend their contract further. Their contract is no longer available for audio-visual product rentals.
- 1/2/2024** All five contracts extended six months through June 30, 2024 at the same prices, terms, and conditions.
- 9.8.2023** Manufacturer's added to Bluum of Minnesota's price list.
- 8.2.2023** AV for You, LLC rental contract extended through December 31, 2023 at the same prices, terms, and conditions.
- 4.12.2023** Z Systems contract revised to add one additional manufacturer, sComm to their contract.
- 3.1.2023** Z Systems contract revised to add additional manufacturers and revise the available pricing.
- 1.1.2023** - Five contracts extended through December 31, 2023 at the same prices, terms, and conditions. The manufacturer Yealink was added to multiple product categories on the Bluum of Minnesota, LLC contract and iSpace Environments contract.
- 5.13.2022** - Contract 152129 is amended to reflect the rebranded name of Tierney Brothers to Bluum of Minnesota, LLC. Contract 152128 held by iSpace Environments is amended to add a manufacturer to multiple Product Categories.
- 01.01.2022** – All six contracts extended through December 31, 2022 at the same prices, terms, and conditions.
- 09.01.2021** – Alternative Video Solutions contract 152124 is assigned to AV For You, LLC, contract 199810 at the same prices, terms, and conditions.
- 08.02.2021** – Extended contract with Alternative Video Solutions through 12/31/2021 at the same prices, terms & conditions
- 06.23.2021** – Manufacturer's added to Tierney Brothers' and Z Systems' price lists.
- 01.07.2020** – All contracts extended until 12/31/2021, at same prices, terms and conditions, except Alternative Video Solutions.
- 11.23.2020** – FinePoint Technology LLC and All Systems Konnected LLC added as approved subcontractors for Contract 152128, held by iSpace Environments.  
Address for iSpace Environments also updated to 6813 Shady Oak Rd, Eden Prairie, MN 55344

**08.01.2020** – Manufacturer's added to Tierney Brother's Price List.

**05.27.2020** – Mod Creative, Inc. added as an approved subcontractor for Contract 152129, held by Tierney Brothers.

**02.14.2020** – Contact email address and phone number updated for Tierney Brothers

**01.29.2020** – Manufacturers added to Z System, Inc.'s Price List. Also, additional instruction was added to the "Freight" and "Verifying Contract Pricing" provisions in regard to quoted freight costs and verifying quoted costs with documentation of actual cost provided with the invoice.

**12.23.2019** - The "Number of Quotes Required for a Project" instructions was revised.

**10.25.2019** – Manufacturers added to Tierney Brother's Price List.

**09.05.2019** – Egan Company added as an approved subcontractor for Contract 152129, held by Tierney Brothers.

**07.25.2019** – Manufacturers added to Z System, Inc's Price List.

**05.03.2019** – The Sales and Services Quotes instruction on pages 12 and 23 was revised.

**04.19.2019** – The Number of Quotes Required for a Project instruction was revised.

## MEDICINE LAKE CONFERENCE ROOM AV UPGRADE PROJECT CONTRACT AGREEMENT

**AGREEMENT** made this 6th day of January 2025, by and between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation ("City") and iSpace Environments ("Contractor").

### IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

- 1. CONTRACT DOCUMENTS.** The Contract consists of the following documents. In the event of conflict among the documents the conflict shall be resolved by the order in which they are listed with the document listed first having the first priority and the document listed last having the last priority: 1) this Project Agreement, 2) Project Documents, and 3) Contractor's bid (Exhibit 2).
- 2. SCOPE OF SERVICES.** The City retains Contractor to furnish the services set forth on the attached Exhibits 1-3. The Contractor agrees to perform the services and act as installer to Medicine Lake Conference Room AV Upgrade at assigned location. Contractor shall provide all personnel, supervision, services, material, tools, equipment and supplies. The work shall be performed in accordance of this project agreement, Contractor has the proper and necessary qualification, experience and abilities to provide agreed upon services in Exhibit 1.
- 3. COMPENSATION.** Contractor shall be paid by the City in accordance with the Contractor's bid. Contractor shall submit monthly invoices and the City shall pay the invoices within thirty-five (35) days of receipt. The fees shall not be adjusted if the estimated hours to perform a task or any other estimate or assumption are exceeded.
- 4. COMPLETION DATE.** Contractor shall complete work within negotiated timeline established between City and Contractor. (Work to be performed January 2025 – February 2025).
- 5. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing services hereunder, Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.
- 6. STANDARD OF CARE.** Contractor will provide and install all needed equipment to outlined specification a good and workmanlike manner consistent with industry standards. City shall not be responsible for discovering deficiencies in the Contractor's services.
- 7. INDEMNIFICATION.** The Contractor shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the work or services provided for herein and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.
- 8. INSURANCE.** Contractor shall secure and maintain such insurance as will protect Contractor from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

|                              |                                                                                                                                                                 |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Commercial General Liability | \$1,000,000 each occurrence/aggregate                                                                                                                           |
| Automobile Liability         | \$1,000,000 combined single limit                                                                                                                               |
| Workers' Compensation        | Statutory requirement<br>\$500,000 Bodily Injury by Disease per employee<br>\$500,000 Bodily Injury by Disease aggregate<br>\$500,000 Bodily Injury by Accident |
| Excess/Umbrella Liability    | \$2,000,000 each occurrence/aggregate                                                                                                                           |



The City shall be named as an additional insured on the general liability and umbrella policies.

Before commencing work the Contractor shall provide the City with a certificate of insurance evidencing the required insurance coverage in a form acceptable to City.

**9. INDEPENDENT CONTRACTOR.** The City hereby retains the Contractor as an independent contractor upon the terms and conditions set forth in this Agreement. The Contractor is not an employee of the City and is free to contract with other entities as provided herein. Contractor shall be responsible for selecting the means and methods of performing the work. Contractor shall furnish any and all supplies, equipment, and incidentals necessary for Contractor's performance under this Agreement. City and Contractor agree that Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's agents or employees are in any manner agents or employees of the City. Contractor shall be exclusively responsible under this Agreement for Contractor's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

**10. SUBCONTRACTORS.** Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Contractor shall comply with Minnesota Statute § 471.425. Contractor must pay subcontractor for all undisputed services provided by subcontractor within ten days of Contractor's receipt of payment from City. Contractor must pay interest of 1.5 percent per month or any part of a month to subcontractor on any undisputed amount not paid on time to subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

**11. ASSIGNMENT.** Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.

**12. WAIVER.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

**13. ENTIRE AGREEMENT.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

**14. CONTROLLING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. All proceedings relate to this Agreement shall be venued in Hennepin County, Minnesota.

**15. RECORDS.** The Contractor shall maintain complete and accurate records of time and expense involved in the performance of services.

**16. MINNESOTA GOVERNMENT DATA PRACTICES ACT.** Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor pursuant to this Agreement. Contractor is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Contractor receives a request to release data, Contractor must immediately notify City. City will give Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Contractor's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.



**City of Plymouth**  
**Medicine Lake Conference Room AV Upgrade**

**Request for Quote**

**Plymouth, MN**

|                       |                                                                                       |
|-----------------------|---------------------------------------------------------------------------------------|
| <b>OWNER:</b>         | City of Plymouth, MN                                                                  |
| <b>PROPOSALS DUE:</b> | December 18th, 2024                                                                   |
| <b>CONSULTANT:</b>    | FinePoint Technology, LLC<br>416 Gateway Blvd<br>Burnsville, MN 55337<br>612-254-7345 |

**SECTION 00 01 10**  
**TABLE OF CONTENTS**

**THE PROCUREMENT & CONTRACTING DOCUMENTS**

\*\*\*\*\* Cover Sheet

00 00 01 Project Title Page

00 01 10 Table of Contents

00 43 25 Substitution Request Form

**AGREEMENT**

\*\*\*\*\* City Contractor Agreement

**THE SPECIFICATIONS**  
**DIVISION 27 COMMUNICATION SYSTEMS**

27 40 00 Audiovisual Systems General Requirements

27 40 05 Submittals and Closeouts

27 41 16 Integrated Audiovisual Systems

**APPENDICES**

Appendix A Audiovisual Equipment Schedule

**THE DRAWINGS**

\*\*\*\*\* Medicine Lake Conference Room AV Updates

**END OF SECTION**



## 00 4325 - SUBSTITUTION REQUEST FORM

TO: FINEPOINT TECHNOLOGY, LLC  
416 GATEWAY BLVD  
BURNSVILLE, MN 55337

DATE: \_\_\_\_\_

**INSTRUCTIONS:** Complete the following for substitution request. Attach technical data, cut-sheets, drawings, etc. for proposed item.  
*(Multiple items require a separate form for each request.)*

PROJECT: \_\_\_\_\_ PROJECT #: \_\_\_\_\_

Section: \_\_\_\_\_ Paragraph: \_\_\_\_\_

Specified Item: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

Include complete information, including changes to Drawings and/or Specification, which proposed substitution will require for its proper installation. Complete the following below:

A. Does the substitution affect dimensions shown on the Drawings?

\_\_\_\_\_

B. What effect does the substitution have on other trades?

\_\_\_\_\_

C. Differences between proposed substitution and specified item?

\_\_\_\_\_

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_

(Signature)

Name/Title (Print): \_\_\_\_\_

Firm Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

END OF SECTION

**27 4000 - AUDIOVISUAL SYSTEMS GENERAL REQUIREMENTS****PART 1 - GENERAL****1.01 SUMMARY**

- A. This section contains general requirements for the audiovisual systems provision, installation, configuration, and documentation. Requirements apply to all following sections unless specifically noted.
- B. Work consists of furnishing labor, materials, equipment and services required for the complete installation of work shown in the Contract Documents and specified in Division 27.
- C. Include all parts and labor that are incidental and necessary for a complete and operable installation even though not specifically mentioned in the Contract Documents.

**1.02 RELATED SECTIONS**

- A. Division 0 applies to all work of Division 27 and is an integral part of this Section. Where the conditions specified are at variance with other Divisions, Section 27 40 00 takes precedence. Section 27
- B. Division 0 and Section 27 40 00 and All Addenda form a part of and apply to all contracts or sub-contracts relating to Division 27 work. Copy these documents to all Sub-contractors receiving other Sections of Division 27.
- C. Where a Specification Section refers to other Sections under the Article on Related Sections this is done for the Contractor's convenience only. It shall in no way relieve the Contractor of responsibilities stated in other Sections of the Specifications, even though these Sections are specifically referenced. The Contractor is responsible for all information contained in this Division's Specifications as well as for information contained in all other Divisions.

**1.03 UNIT PRICES**

- A. Unit prices are the lump sum of direct costs for all services, materials, deliveries, trucking, transportation, storage, cleaning, labor, tools and equipment plus field supervision, insurance, overhead, profit, permits, and tests applied to each unit requested. Also, include costs for any software and/or programming.

**1.04 ALTERNATES**

- A. Alternate options chosen at the discretion of the owner to include the lump sum of direct costs for all services, materials, deliveries, trucking, transportation, storage, cleaning, labor, tools and equipment plus field supervision, insurance, overhead, profit, permits, and tests applied to each alternate requested. Also include costs for any software and/or programming.

**1.05 REFERENCES**

- A. Meet or exceed all current applicable codes, ordinances and regulations for all installations. Promptly notify the Engineer, in writing, if the contract documents appear to conflict with governing codes and regulations. Contractor assumes all responsibility and costs for correcting non-complying work installed without notifying the Engineer.
- B. Higher quality of workmanship and materials indicated in the Contract Documents takes precedence over that allowed in referenced codes and standards.
- C. Perform all work in compliance with the currently adopted version of the following codes and standards for this project:
  - National Electric Code
  - State and Local Electrical Codes
  - International Building Code
  - State and Local Building Codes and Ordinances
  - State and Local Fire Codes and Regulations
  - Occupational Safety and Health Administration Regulations
  - Americans with Disabilities Act
- D. Use the Standard where referenced in the specifications by the following abbreviations:
  - AIA: American Institute of Architects
  - ANSI: American National Standards Institute
  - IEEE: Institute of Electrical and Electronic Engineers
  - ICEA: International Cable Engineers Association
  - NBS: National Bureau of Standards
  - NEMA: National Electrical Manufacturers Association
  - NFPA: National Fire Protection Association
  - NSC: National Safety Council
  - UL: Underwriter's Laboratories



**27 4116 - INTEGRATED AUDIOVISUAL SYSTEMS****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. This section contains general requirements for the audiovisual systems provision, installation, configuration, and documentation. Requirements apply to all following sections unless expressly noted.
- B. Demolition of the existing audiovisual system.
- C. Work consists of furnishing labor, materials, and equipment required for the complete installation of Work shown in the contract documents and specified in Division 27. **Programming, commissioning, and training provided by Consultant.**
- D. Include all parts and labor that are incidental and necessary for a complete and operable installation even though not explicitly mentioned in the contract documents.
- E. The Contractor has a shared responsibility for all subsequent design and engineering not included within the RFP. The consultant will provide construction documents to the Contractor for review. The Contractor shall review and inform the consultant in a timely manner of any design, parts, or installation concerns.
- F. Scheduling: All Division 27 contractors are responsible for coordinating work with the Owner and Consultant.

**1.02 RELATED WORK**

- A. Section 27 4000 Audiovisual General Requirements
- B. Section 27 4005 Submittals and Closeouts

**1.03 REFERENCES**

- A. Install the system in conformance to the current versions of the following standards:
  - 1. BICSI's Telecommunications Distribution Methods Manual (TDMM) 14th edition.
  - 2. BICSI's Information Technology Systems Installation Methods Manual (ITSIMM) 7th edition.
  - 3. Infocomm's AV Installation Handbook 2nd edition.
  - 4. Phillip Gidding's Audio System Design and Installation. Indianapolis: Howard W. Sams & Co., 1990.
  - 5. National Electric Code ANSI/NFPA-70

**1.04 SYSTEM DESCRIPTION AND OPERATION – AUDIO SYSTEM**

- A. The audio system will utilize a digital signal processor (DSP) system for all audio routing and mixing. The DSP shall have DANTE, QSYS, and AES67 capabilities, and include a VOIP interface for audio conferencing, and acoustic echo canceling. Presentation audio will utilize AES67 for program audio sources and DANTE to send audio to/from the production switcher.
- B. The consultant shall create a graphical user interface (GUI) using an HTML webpage provided by the DSP manufacturer to allow for advanced mixing controls for the control room operators. The GUI shall include sperate controls and mute status indicators for each microphone and muting. Software shall reside on existing control room PC.
- C. Basic audio controls shall be on both wall mounted and wireless 10-inch touch panels located in the conference room. Controls shall be simplified for ease of standard users. Control of microphone levels from reinforced mics for in room level.
- D. A wireless microphone system shall be installed for providing in room audio to broadcast and far end callers during meetings. Two (2) wireless access points shall be installed for bidirectional communication and control of the wireless system.
- E. Networked charging stations for the wireless system shall be installed adjacent to the AV rack located in the conference room. Power considerations shall be addressed such that the charging stations may reside in the cabinet.
- F. Wireless desktop gooseneck microphones shall be available for council member use during meetings. Units will have programmable mute buttons, encrypted wireless, and a concealed power switch. Consultant shall verify preferred mute operation with City prior to configuration. The audio from these mics will not be reinforced by the conference room loudspeakers.
- G. Wireless handheld and lavalier microphones shall be made available for conference room use. Microphone audio shall be reinforced by conference room loudspeakers during in house training sessions.

- H. A ceiling microphone shall be installed to supplement the gooseneck mics, and provide in room audio to broadcast and far end callers.
- I. An assistive listening system shall be provided for use within the conference room. The hearing assist system will integrate with the Owner's LAN and WIFI to stream audio to mobile devices provided by others. Consultant shall work with the City to develop signage to include a QR code to enable app download.
- J. New 70v ceiling speakers shall be zoned to prevent feedback, speakers shall be tapped at pre-determined levels as indicated on drawings.
- K. A 25/70/100V Speaker Level to Line output adapter shall be connected to the DSP input. This will provide future expansion in the case of existing emergency PA lines needing to be routed into the conference room. Contractor will connect to existing paging.

#### 1.05 SYSTEM DESCRIPTION AND OPERATION – VIDEO PRESENTATION SYSTEM

- A. The Video Presentation System will provide video routing of presentation sources such as laptops, and other media devices in the conference room to various displays in the conference room and to the video control room for broadcast to cable.
- B. The Video Presentation System will utilize high-performance AV over IP encoders and decoders that transmit and receive 4K60 4:2:0 or higher video over standard Gigabit Ethernet with no perceptible latency or loss of quality. The system shall support HDCP 2.3 and AES67 audio.
- C. The presentation system will utilize a non-blocking layer 3 network switch. Configuration of the network switch is the responsibility of the consultant in partnership with the city IT. Switch configuration shall be verified by Manufacturer of video encoders and decoders.
- D. A HDMI wall plate shall be installed for connection of content source devices. The contractor shall also provide a USBC to HDMI adapter.
- E. Two (2) HDMI encoders shall be installed under separate mobile tables to be used by presenters during various room configurations. A cable basket shall be installed on each table for ease of end user use. A Cat6 cable from the encoder shall be hook and loop tied under the table. Cat6 cable shall be long enough to connect to various floor boxes in conference room depending on room configuration. Contractor shall also provide a USBC to HDMI adapter for each table.
- F. Presentation content will have the capability to be routed to various displays in the conference room, the broadcast control room, and to a USB interface for the Zoom Room.
- G. Two (2) 98-inch displays mounted via floor to ceiling poles will be the primary viewing displays for the conference room. Additional viewing shall be provided by one (1) 86-inch display located on West wall by the AV rack, and one (1) 75-inch display mounted via NPT from ceiling in the Southwest corner. Each display will have a network decoder as its input source. The network decoder will be configured to scale content to displays native resolution.
- H. Wireless USBC connect adapters shall be installed for conference room collaboration. Adaptors will allow for wireless presentation of content from laptops, smartphones, and other devices.
- I. A Zoom PC shall be installed in the conference room AV rack to be used as the primary interface for video conferencing.
- J. Three (3) new PTZ cameras for broadcast and conferencing shall be installed. Cameras will be POE+ powered. Cameras to have NDI|HX license installed. May be included now with software update. Included cost but do not purchase unless approved.

#### 1.06 SYSTEM DESCRIPTION AND OPERATION – CONTROL SYSTEM

- A. The control system shall have two (2) newly installed control panels. One (1) 10-inch panel shall be wall mounted in the conference room, and one (1) 10-inch wireless panel located near the AV rack in the conference room. Primary system control during broadcast shall be controlled by the touch panel located in the control room or via the web audio controls panel on control room PC.
- B. Control system functionality shall include but not be limited to:
  - 1. Conference Room Controls (Wired and Wireless, mirroring)
    - a. Primary Functions
      - 1) Present
        - a) Main page is basic functions of single sources selections
        - b) Sub "Advanced Page" allows full routing and display selections.
      - 2) Zoom Room



- a) Button to launch Zoom Room controller
    - b) Camera controls (Hidden if broadcast controlled)
  - 3) Wireless Conferencing
    - a) AirMedia instructions on page
    - b) Camera controls (Hidden if broadcast controlled)
  - 4) Desktop Conferencing
    - a) PC use instructions on page
    - b) Camera controls (Hidden if broadcast controlled)
  - 5) Microphones Controls
    - a) Room levels of handled and lav
    - b) Sync'd mute controls for all wireless mics
- 2. Existing Control Room Panel
  - a. Add functions to change camera routing and audio routing to broadcast from Medicine Lake. Change content routing logic to send to Ross content input.
- 3. Tech Web Interface
  - a. Microphone Controls
    - 1) Mixing controls for broadcast audio levels following similar functions to chamber control panel.
- C. Included detailed functions within all applicable pages
  - 1. Overall system power (On/Off)
  - 2. Display Power (On/Off) based on source routing
  - 3. Presentation Audio Volume (Up/Down/Mute)
  - 4. Wireless Microphones: Mute, Gain Up/Down(see other notes), Battery Status
  - 5. Manual and preset recall camera modes
  - 6. Additional control for divisible room configurations.

#### **1.07 SYSTEM DESCRIPTION AND OPERATION – BROADCAST PRODUCTION SYSTEM**

- A. The broadcast system is operated by CCX staff. The control room is located adjacent to the Council Chambers.
- B. The existing AJA Kumo 1616-3G video router shall be upgraded to a Kumo 3232-3G video router. The additional inputs of the new router will be required with the addition of broadcast cameras in the conference room. Router preset recall will be updated to allow for easy transition and addition of conference room feeds. Original connections to existing router shall be maintained on replacement.
- C. The existing Extreme Networks network switches shall be replaced for equivalent Netgear devices. Units will be replaced due to discontinuation of current switches and possible incompatibility issues with new switch installed in conference room. Original connections to existing switches shall be maintained on replacements.

#### **1.08 OWNER FURNISHED EQUIPMENT**

- A. Owner furnished equipment will be incorporated into the system. Owner furnished equipment shall include but not limited to:
  - 1. Index PC
  - 2. Conference Room PC
  - 3. Existing Broadcast Control Room Assets
  - 4. Existing Racks and Rack Hardware

#### **1.09 OPTIONS FOR BID (ALTERNATES)**

- A. Replace proposed 98-inch displays with 86-inch units. All other proposed display sizes remain the same.
- B. Remove quantity four (4) desktop gooseneck base stations and required accessories such as network charger, gooseneck mic, and reduction of access point channel count.

**PART 2 - PRODUCTS****2.01 PRODUCT REQUIREMENTS**

- A. Provision: Products named in Appendix A – Audiovisual Equipment Schedules shall be provided unless a substitution has been approved.
- B. Substitutions: The contractor may propose substitutions as specified in Section 00 43 25 Substitution Request Form.
- C. Substitution Approval: Consultant or Owner reserve the right to govern over and determine whether proposed substitutions are equal to the specifications.

**2.02 PRODUCT SPECIFICATIONS**

- A. Specifications: Where no specific product is specified in Appendix A – Audiovisual Equipment Schedules or drawings, the Contractor may use manufacturer's specifications as a guide for suggesting appropriate accessory products. Products are subject to prior approval by the Consultant.
- B. Deviation: Products provided or installed that deviate in make, model, color, other significant characteristics from the products in Appendix A – Equipment Schedules or approved through substitution shall be removed and replaced with specified products at no additional expense to the Owner.

**2.03 MISCELLANEOUS MATERIAL**

- A. Required Equipment: Contractor shall provide additional system components typically and reasonably required to make the system operational even through not specifically indicated in Drawings, Appendices, or Specifications including but not limited to: software licenses, storage media, cable, connectors, connecting accessories, power supplies, power strips, rack mounting adapters, mounting adapters, shelves, cover plates, terminal blocks, relays, switches, and related connector and termination hardware required by but not supplied with the equipment.
- B. Cabling Colors: All cabling colors should be consistent with what is required for clean and professional cabling. Cabling that could be visible should be color to hide such as black or matching equipment. Blue or Red are not approved colors for any cable type unless otherwise noted or approved.

**2.04 CABLING**

- A. Installed Microphone: Audio cable, 1 pair 22 AWG stranded tinned copper pair, FEP insulation, foil shield, drain, plenum Flamarrest® jacket, available in 10 colors – Belden 9451P, or pre-approved equal.
- B. Installed Line Level Audio: Audio cable, 1 pair 22 AWG stranded tinned copper pair, FEP insulation, foil shield, drain, plenum Flamarrest® jacket, available in 10 colors – Belden 9451P, or pre-approved equal.
- C. Speaker 70V: Unshielded speaker cable, Plenum-CMP 2-16 AWG stranded bare copper conductors with Flamarrest® insulation®, Flamarrest® jacket with ripcord, available in 11 colors – Belden 6200E, or pre-approved equal.
- D. Speaker Low Impedance: Unshielded Speaker Cable, Plenum-CMP 2-16 AWG stranded bare copper conductors with Flamarrest® Insulation, Flamarrest® jacket with ripcord, available in 11 colors – Belden 6200E, or pre-approved equal.
- E. SDI Video: 75 Ohm SDI Coax, Mini RG-59 AWG solid bare copper conductor, PE insulation, foil +95% tinned copper braid shield, PVC jacket, CMR, color purple – Belden 1855A, or pre-approved equal.
- F. Unshielded Twisted Pair (UTP): Category 6+ enhanced premise horizontal cable (350Mhz), 4 pair, 23 AWG solid bare copper conductors, U/UTP, plenum-CMP, Flamarrest® PVC-LS jacket, available in 10 colors – Belden 2413, or pre-approved equal.
- G. Shielded Twisted Pair (STP): Category 6+ enhanced premise horizontal cable (350Mhz), 4 pair, 23 AWG solid bare copper conductors, F/UTP – foil shielded, plenum-CMP, Flamarrest® PVC-LS jacket, available in 8 colors – Belden 2413F, or pre-approved equal.
- H. CATV Coax Cable: Broadband coax, series 6, 18 AWG solid bare copper covered steel conductor, PE insulation, foil +60% aluminum braid +40% aluminum braid shield, PVC jacket, CM, available in 3 colors – Belden 1198A, or pre-approved equal.
- I. Control: Plenum-CMP 8-22 AWG stranded bare copper conductors with Flamarrest® insulation, Beldfoil® shield and Flamarrest® jacket with ripcord, available in 4 colors – Belden 6506FE, or pre-approved equal.
- J. Backbone Fiber Optic Cabling: 6 Strand, 9/125 OS1 Single Mode, indoor plenum OFNP rated with interlocking armored sheath, pre-terminated, LC-to-LC, color yellow – QuickTreX PRO-769 or pre-approved equal

**2.05 CONNECTORS**

- A. BNC Video: 3-piece 75 Ohm BNC connector, frequency up to 5 GHz: Kings, Canare, ADC, or pre-approved equal.



- B. BNC RF Antenna: 3-piece 50 Ohm BNC Connector for RG-58U: Amphenol, or pre-approved equal.
- C. XLR: Nickel-plated shell with silver contacts, solder contacts, max wire size 14 AWG, polyurethane boot, available in both male and female configurations: Neutrik NC3MXX or NC3FXX, or pre-approved equal.
- D. F Connector: F male one-piece compression, RG6 quad shield, tin-plated brass terminal, tin-plated beryllium copper contact: Belden SNS1P6QS, or pre-approved equal.
- E. ¼ TRS: Narrow profile shell, chuck strain relief, nickel-plated diecast shell, ¼" phone connector for solder termination of three-conductor cables: Neutrik NP3X, or pre-approved equal.

## 2.06 PATCH CORDS

- A. UTP Cat6A: Snagless unshielded (UTP) Cat6A patch cable, ANSI/TIA 568 C.2 CAT6A tested, wiring scheme 568B, stranded UTP, PVC Jacket, available in eleven (11) colors, available in twenty-two (22) lengths: C2G CAT6A Snagless Unshielded (UTP) Ethernet Patch Cable, or pre-approved equal.
- B. STP Cat6A: Snagless shielded (STP) Cat6A patch cable, ANSI/TIA 568 C.2 CAT6A tested, wiring scheme 568B, stranded STP, PVC Jacket, available in four (4) colors, available in eighteen (18) lengths: C2G CAT6A Snagless Shielded (STP) Ethernet Patch Cable, or pre-approved equal.
- C. HDMI: Support video resolutions up to 4K (4096x2160 at 60Hz 4:4:4), the nominal velocity of propagation 10.2Gbps, HDMI ethernet channel, CEC system control compatibility, available in eleven (11) lengths: C2G High Speed HDMI Cable with Ethernet 4K 60Hz, or pre-approved equal.

## PART 3 - EXECUTION

### 3.01 GENERAL

- A. All equipment and materials shall be new. Take care during installation to prevent damage such as scratches, dents, chips, etc.
- B. All equipment and enclosures must be mounted plumb and square. Any permanently mounted equipment shall be firmly and securely held in place with support loads imposed for a safety factor of at least three.
- C. Pass through cable hole edges in chassis, racks, boxes, etc. must be covered with rubber grommet by Middle Atlantic.

### 3.02 EQUIPMENT RACKS AND CONSOLES

- A. Wiring at the rear of the rack: Locate AC power wiring to the left, line-level audio, video, control, and RF wiring on the right.
- B. Unused rack spaces shall be filled with steel flanged black powder coated panels: Middle Atlantic EB series or approved equal.
- C. Panels or equipment mounted to the rear rack rails should not block access to the front mounted equipment.
- D. Hook and loop straps shall be used for all control room and rack wiring to strap and secure cables. The hook and loop straps should be spaced evenly throughout the dressed length.

### 3.03 SYSTEM WIRING

- A. Racks must be wired following the AVIXA F502.01:2018 Rack Building for Audiovisual Systems standard.
- B. Provide adequate service loops so that equipment mounted on casters or furniture pads may be pulled out entirely, to their locked position without straining the cable.
- C. General equipment and cable labeling:
  1. Electronic printed labels on the front and rear of equipment mounted in the racks. Mount labels in a neat and plumb manner.
  2. Printed labels to have 1/8" high characters minimum. Labels to be black with white characters except where indicated.
  3. Cables and wiring to be logically, legibly, and permanently labeled for easy identification. Handwritten or self-laminating labels are not acceptable.
  4. Wiring designations to be an alpha numeric code that is unique for each cable. Locate the cable designation at the start and end of each cable within 3-inches of the point of termination or connection. Add cable designation codes to the system schematic drawings included with record documentation.

**3.04 TESTS AND ADJUSTMENTS**

- A. Upon completion of the installation phase, test and adjust the system to ensure proper operation.
- B. Test each available function and feature of the system.
- C. Make appropriate correction(s) and adjustments as required.

**3.05 TEST EQUIPMENT**

- A. Provide the following test equipment on site for final acceptance testing:
  - 1. Audio Line Tester / Cable Tester / Test Tone Generator: NTI MR-PRO Minirator
  - 2. Acoustical signal generator meeting IEC 60268-16 with STIPA test signal and spoken messages. Calibrated level output,  $\pm 1$  dB flatness from 100Hz to 10kHz: NTI Talkbox
  - 3. Sound level meter, spectrum analyzer, and STIPA analyzer, battery powered: NTI XL2 Audio and Acoustic Analyzer
  - 4. Video generator providing 4K60 4:4:4 output, EDID emulation, HDCP, and CEC: Quantum Data 780E
  - 5. 3G/HD/SD-SDI video generator/analyzer/monitor: Phabrix SxA 3 in 1
  - 6. Optical Fiber Testing: AFL CSM1 Power Meter, CSS1-SM Laser Source or approved equal

**3.06 TRAINING**

- A. Consultant will provide a minimum of (3) hours of systems operation and maintenance support sessions to the Owner. Sessions shall split into the following:
  - 1. Two (2) separate sessions for the presentation system by an instructor fully knowledgeable and qualified in system operation. Reference manuals including training guides / QuickStart should be complete and onsite during sessions.
- B. Consultant will provide a minimum of (2) hours of broadcast equipment operations and maintenance support session to the Owner's representative. Sessions shall split into the following:
  - 1. One (1) session for the broadcast control room by an instructor fully knowledgeable and qualified in system operation. This session is for CCX technical staff. Reference manuals should be complete and onsite during sessions.
  - 2. One (1) session for the broadcast control room by an instructor fully knowledgeable and qualified in system operation. Session is part-time CCX operators and be completed in the evening hours or prior to a City Council meeting. Reference manuals should be complete and onsite during sessions.
- C. Contractor to provide a minimum of four (4) hours of a support technician at time of commissioning outside of any additional time required to resolve any installation issues.
- D. Consultant to provide a minimum of two (2) hours of follow-up onsite system operation and training sessions to occur at least three (3) months after but no longer than six (6) months after the initial onsite training. This requirement is intended to allow the Owner time to learn the functions of the system. Minor program modifications to be made by the consultant at the Owner's request for the DSP and control system.

**3.07 RECORD DOCUMENTATION**

- A. Provide two (2) complete as-built manuals assembled in loose leaf binders containing the following:
  - 1. As-built system function block diagrams
  - 2. Cable run list with cable numbers, cable source, and cable destination
  - 3. Basic system operations guide.
  - 4. Name, address, and phone number of the responsible service organization
- B. Provide electronic PDF documentation and configuration files via electronic communication or USB storage media containing the following:
  - 1. As-built system function block diagrams in PDF format.
  - 2. As-built system function block diagrams in DWG format.
  - 3. Cable run list with cable numbers, cable source, and cable destination, in editable format.
  - 4. Basic system operations guide.
  - 5. Name, address, and phone number of the responsible service organization.
  - 6. Equipment manuals.



7. Exported control system code, including touch panel files, and graphics.
8. The current version of the DSP configuration software and configuration file.
9. Final equipment list including serial numbers, mac addresses, and IP address information.
10. Username and passwords for all devices.

### **3.08 FINAL CHECKOUT AND ACCEPTANCE**

- A. Final acceptance of the system will be given upon completion of the following requirements:
1. Demonstration of the operation and use of the system to the Owner at the time of final inspection performed by Others.
  2. Confirmation that the system installation is complete and fully operational with no punch list items.
  3. Confirmation that the Owner training is complete, with a signed form from Owner stating they have received all required training.
  4. Final as-built documentation has been given to the Consultant and Owner.

### **3.09 SYSTEM WARRANTY**

- A. The Contractor will, in conjunction with the system manufacturer, provide a complete parts and labor warranty for the system. The warranty period will commence on the date of final acceptance and will continue for one (1) year. During this period, the Contractor will provide all materials and labor required to correct any system malfunction or failure at no charge to the Owner. This warranty will cover any system malfunction or failure except those that are caused by negligence, abuse, or misuse.
- B. During the warranty period, the Contractor shall provide the following response times for system issues:
1. Email response: Email is considered a low priority service issue, a response within 24hrs of the initial email is required.
  2. Phone response: Phone calls are considered a high priority service issue; a call back is required within two (2) business hours of the initial phone call. If an issue is unable to be resolved during the phone call, an on-site service visit is required.
  3. Onsite response: If during the initial support phone call, an onsite visit is required is determined to be needed, the Contractor shall provide onsite service within eight (8) business hours to correct the problem and coordinate RMA's as needed.
- C. Contractor and consultant shall walk site together to identify any warranty items 10 months after substantial completion. Warranty items to be corrected prior to the expiration of the 1-year warranty.

### **3.10 MAINTENANCE**

- A. The Contractor will be a local authorized service agent for the system and will maintain a local brick and mortar service center located at a commercial property within 25 miles of City of Plymouth City Hall, 3400 Plymouth Blvd, Plymouth, MN 55447-1482. Service technicians must be available to perform testing, inspection, maintenance, and repair of the system. Provide name and contact information for the service technician assigned to the city. The service technician shall be someone knowledgeable in system operation.

### **END OF SECTION**

**1.06 DEFINITIONS**

- A. The terms defined below apply to all work included in Division 27.
1. The work – as defined in the 1997 AIA Document A201: “The term ‘Work’ means the construction and services required by the Contract Documents whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.”
  2. Furnish – to obtain in new condition ready for installation into the work.
  3. Install – to store, set in place, connect and place into operation into the work.
  4. Provide – to furnish and install.
  5. Connect – to bring service to the equipment and make final attachment including necessary switches, outlets, boxes, terminations, etc.
  6. Conduit – includes in addition to conduit, all fittings, pull boxes, hangers and other supports and accessories related to such conduit.
  7. Concealed – hidden from sight in chases, furred spaces, shafts, hung ceilings, embedded in construction, in crawl spaces or buried.
  8. Exposed: not installed underground nor concealed as defined above.
  9. Building structure or building structural members - consists of steel columns, steel beams, steel joists (top chord and at panel points), concrete walls and concrete block walls. Metal decking, joist bridging and bottom chords of bar joists shall not be construed as building structure nor as a building structural member for the purpose of support.
- B. The drawing and specifications constitute the Contract Documents. Any item noted in the specification or shown on the drawings is included in the Contract Documents.
- C. All audiovisual details and drawings are diagrammatic, unless specifically noted. Field-verify all dimensions and notify the Consultant of any conflicts of discrepancies, in writing, prior to installation.

**1.07 QUALITY ASSURANCE**

- A. Regulatory Requirements:
1. Initiate, maintain and supervise all safety precautions required with this work in accordance with the regulations of the Occupational Safety and Health Administration (OSHA) and other governing agencies.
  2. Provide new, first quality material for all products specified. Do not reuse materials unless indicated or approved by the Consultant.
  3. Comply with the NEC as applicable to the construction and installation of equipment specified in this section.
  4. Provide equipment specified in this section that has been listed and labeled by a nationally recognized testing laboratory.
  5. Comply with ANSI as applicable to equipment specified in this section.
  6. Comply with NEMA as applicable to equipment specified in this section.

**PART 2 - PRODUCTS**

- NOT USED -

**PART 3 - EXECUTION****3.01 PREPERATION**

- A. Use of Facility:
1. Do not disturb normal use of the facility, except within the immediate construction area. Keep walks, driveways, entrances, etc. free and clear of equipment, material and debris.
  2. Store all equipment and material in a place and manner that minimizes congestion and is approved by the Owner.

**3.02 DEMOLITION**

- A. Contractor to remove all unused existing equipment, and cabling.
- B. Equipment shall be placed in a location designated by the City. City will coordinate recycling of equipment.
- C. Contractor to dispose of old cabling.



**3.03 INSTALLATION****A. Material and Workmanship:**

1. Provide new material and equipment, unless noted otherwise. Protect equipment and material from damage, dirt and the weather.
2. Provide the highest quality workmanship and perform all work only by skilled mechanics. Install material and equipment in accordance with manufacturers' recommendations, instructions and current NECA standards.
3. The Consultant reserves the right to reject material or workmanship not in accordance with the specifications, before or after installation.

**B. Cutting and Patching:**

1. Perform all cutting necessary to work.
2. Obtain special permission from the Consultant before cutting structural members or finished material.
3. Drill all holes in masonry with rotary drill. Impact tools are not allowed. Core drill all holes in masonry and concrete for electrical raceway. Provide and dispose of all water required for core drilling. Coordinate with other trades to prevent damage from water.
4. Prevent the spread of dust, debris, and other material into adjacent areas.
5. Replace all ceiling tiles damaged during installation of work, with new tile.
6. Patching to be completed by the City.

**C. Painting:**

1. Painting to be completed by the City.

**3.04 FIRESTOPPING**

- A. Provide fire stopping around all new penetrations, sleeves and openings through all partitions, walls and floors.
- B. Install fire stopping on both sides of each partition, completely filling the void around the opening.
- C. Fire stopping of interior of conduits and sleeves is by the contractor providing the cabling inside the conduit or sleeve.

**3.05 CLEAN UP**

- A. Keep the premises free from accumulation of waste material or rubbish, caused by their employees or work, at all times. Remove rubbish, tools, scaffolding, and surplus materials from and about the building, and leave work areas "broom clean" or its equivalent upon completion of the work. Clean audiovisual equipment and remove temporary identification. In case of dispute the Owner will remove the rubbish and charge the cost to the Contractor.
- B. After tests have been made and accepted clean equipment racks, panels and other equipment installed by the Contractor, leaving the entire work area in a clean and complete working order.

**3.06 PROTECTION**

- A. Cover openings and equipment, where set, to prevent obstruction to conduits, breakage, misuse, or disfigurement of equipment. Cover openings in equipment immediately upon uncrating or receipt at the job site and keep covered until permanent connection is made.
- B. Contractor is responsible for any damage to audiovisual equipment or materials until final acceptance of the entire project by the Owner. Keep all equipment clean until final acceptance of the entire project by the Owner.
- C. If a portion of the project is to be occupied by the Owner prior to Substantial Completion of the entire project, make arrangements with the Owner to transfer responsibilities for protection and housekeeping.

**END OF SECTION**

**27 4005 - SUBMITTALS AND CLOSEOUTS****PART 1 - GENERAL****1.01 PRIOR APPROVALS**

- A. Refer to Section 00 43 25 for approval form. Submit approval form for each request prior to approval.
- B. Submit electronic copy, requests to use unspecified items, to the Consultant, no later than eight (8) calendar days prior to the response deadline. Submit detailed information for the proposed material or equipment specific to the project, clearly indicating all options included in the submittal.
- C. Accepted substitutions will be incorporated in an Addendum to the Contract Documents.
- D. Contractor is responsible for dimensional differences, electrical requirements and any other resulting changes, when using accepted substitutions. Contractor is responsible for any additional costs incurred as a result of substitutions, including other contractors and Architect/Engineer/Consultant fees.
- E. Material and equipment not specified or accepted in an Addendum will be removed and replaced at no cost or inconvenience to the Owner.

**1.02 PAY REQUEST COST BREAKDOWN**

- A. Provide Schedule of Values for the utilization of submitting a "Pay Request". Allocate appropriate share of overhead and profit to each item. Submit each item into labor and material.
- B. General Conditions
- C. Integrated Audiovisual Systems

**1.03 SHOP DRAWINGS AND SAMPLES**

- A. Submit cut sheets and ordering detail list (Includes model, part number, and quantity).
  - 1. Order list submitted in PDF, CSV, or XLSX
  - 2. Cut sheets submitted in one single PDF
- B. Submit one electronic copy for each submittal.
- C. Cable: Make and model of bulk cable and connectors, cable labels and connector detail.
- D. Submittals will be reviewed by the Consultant, with one of the following actions checked on the submittal stamp:
  - 1. NO EXCEPTIONS TAKEN: Indicates the Submittal appears to conform to the design concept of the Work and that the Contractor at his discretion, may proceed with the fabrication and/or procurement and installation.
  - 2. MAKE CORRECTIONS NOTED: Indicates that the Submittals, after noted corrections are made, would appear to conform to the design concept of the Work and that the Contractor at his discretion, may proceed with the fabrication and/or procurement and installation, if the corrections are accepted by the Contractor without an increase in Contract Sum or Time.
  - 3. REJECTED: Indicates that the Submittal does not appear to conform to the specifications and that a complete resubmittal is required. The Contractor shall not proceed with fabrication or procurement.
  - 4. NO CONSULTANT ACTION REQUIRED: Indicates the Contractor may proceed with review of the Submittal based on provision of the Contract Documents.
- E. Allow a minimum of seven (7) calendar days for the Consultant to review the submittals.
- F. If the Consultant rejects (Make corrections noted/Submit corrected copy, Rejected/Submit specified item) two (2) times for the section the Consultant will be compensated for the additional reviews. Compensation will be incorporated by Change Order and deducted from the Contractors' application for payment. Contractor is responsible for delays caused by the re-submittals process.

**1.04 WARRANTY**

- A. The Contractor will, in conjunction with the system manufacturer, provide a complete part and labor warranty for the system. The warranty period will commence on the date of final acceptance and will continue for one (1) year. During this period, The Contractor will provide all materials and labor required to correct any installation related system malfunction or failure at no charge to the Owner. This warranty will cover any system malfunction or failure except those that are caused by negligence, abuse, or misuse.
- B. Provide service as described in Section 27 41 16.



**PART 2 - PRODUCTS**

- NOT USED -

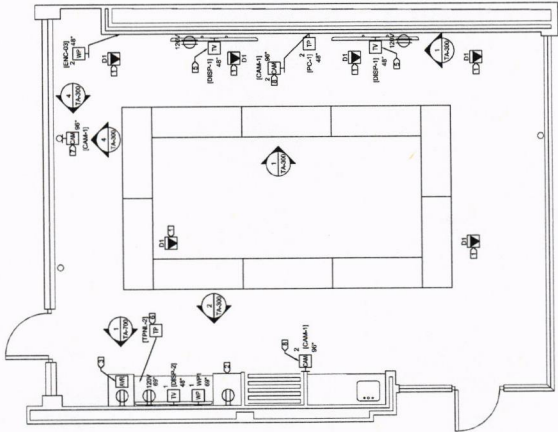
**PART 3 - EXECUTION**

- NOT USED -

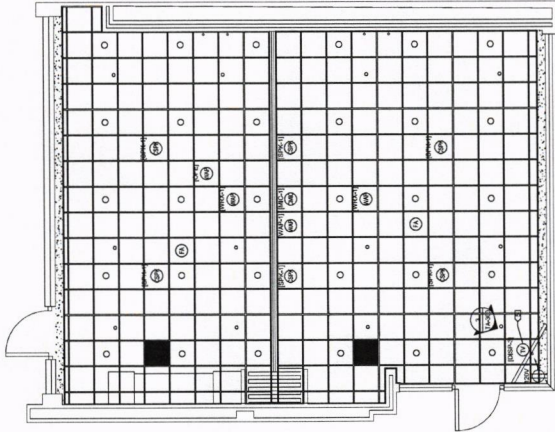
**END OF SECTION**

[illegible]

1 MEDICINE LAKE CONFERENCE ROOM - AUDIOVISUAL SYSTEMS - FLOOR PLAN  
SCALE: 1/4" = 1'-0"



2 MEDICINE LAKE CONFERENCE ROOM - AUDIOVISUAL SYSTEMS - REFLECTED CEILING PLAN  
SCALE: 1/4" = 1'-0"



| KEYNOTES |                                                                                                                                                                                     |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1        | (1) CAT6 CABLE TO BE PULLED FROM AVR TO EXISTING TELEPHONE LOCATION, PLATE, JACK AND LABELED "AV NETWORK"                                                                           |
| 2        | WIRELESS MICROPHONE CHARGING STATIONS TO BE LOCATED ON COUNTERTOP SURFACE. LOCATION TO REMAIN IN CABINET TO THE RIGHT OF THE 80" DISPLAY. REFER TO VTA-200 FOR RACK LAYOUT DETAILS. |
| 4        | INSTALL PTZ CAMERA USING THE INCLUDED WALL MOUNT.                                                                                                                                   |
| 5        | AUDIOVISUAL CAILING TO BE TERMINATED INTO RESCUT ABOVE CEILING GRID. 19" MINIMUM SERVICE LOOP.                                                                                      |
| 6        | 10" WIRELESS TOUCH PANEL LOCATED ON WORKSURFACE.                                                                                                                                    |
| 7        | MOUNT PTZ CAMERA USING INCLUDED WALL MOUNT W/ POLE MOUNT ADAPTER. POLE MOUNT ADAPTER TO BE PAINTED BLACK TO MATCH POLE.                                                             |
| 8        | INSTALL PTZ CAMERA USING INCLUDED WALL MOUNT.                                                                                                                                       |



**FINEPOINT TECH**  
415 SATURN BLVD  
BURNSVILLE, MN 55337  
612.281.7400  
FINEPOINT@FPTC.COM

MEDICINE LAKE CONFERENCE ROOM  
3400 PLYMOUTH BLVD, PLYMOUTH, MN 55447

PROJECT:

PROJECT NUMBER  
0921024

PROJECT PHASE:  
CONSTRUCTION DOCUMENTS

ENGINEER STAMP:

KEY PLAN

REVISION: DATE:

SHEET TITLE:  
AUDIOVISUAL SYSTEMS -  
FLOOR PLAN / REFLECTED  
CEILING PLAN

SHEET NO:  
TA-200

NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION



3400 PLYMOUTH BLVD  
PLYMOUTH, MN 55447  
TEL: 763.254.7400

**FINEPOINT TECH**

115 GATEWAY BLVD  
SUITE 200  
PLYMOUTH, MN 55447  
TEL: 763.254.7400  
FINEPOINT.TECH

PROJECT:  
PROJECT NUMBER: 0921024  
PROJECT PHASE: CONSTRUCTION DOCUMENTS  
ENGINEER STAMP:

3400 PLYMOUTH BLVD, PLYMOUTH, MN 55447

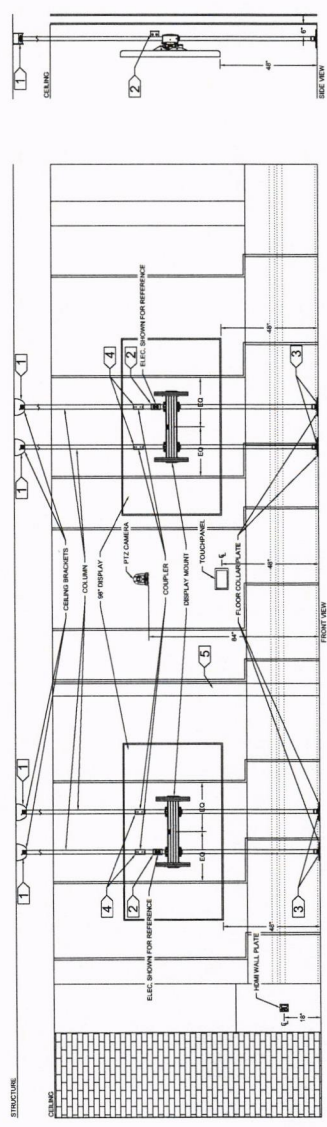
MEDICINE LAKE CONFERENCE ROOM

REVISION: \_\_\_\_\_ DATE: \_\_\_\_\_

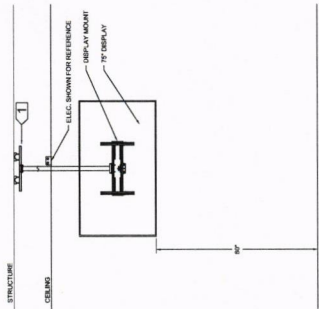
SHEET TITLE: ADDITIONAL SYSTEMS - ELEVATIONS

SHEET NO: TA-300

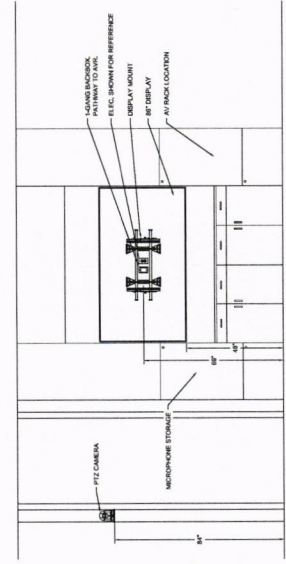
| KEYNOTES |                                                                                                                                                      |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1        | SECURE DISPLAY MOUNT CEILING BRACKET TO STRUCTURE ABOVE.                                                                                             |
| 2        | OWNER, ELECTRICAL CONTRACTOR AND DIVISION 28 TO PROVIDE 12" DEEP RECEPTACLE FOR THE DISPLAY MOUNT PROVIDE METAL CLAD WHIP FOR PATHWAY TO RECEPTACLE. |
| 3        | FIELD COORDINATE COLUMN LENGTHS TO THE TERSAZO ELEVATION USING 3/16" X 2-3/4" CONCRETE ANCHORS, ONLY TWO PER MOUNTING PLATE.                         |
| 4        | FIELD COORDINATE COLUMN LENGTHS. ENSURE THE COUPLERS ARE HIDDEN BEHIND THE DISPLAYS AS SHOWN.                                                        |
| 5        | DIVIDER WALL                                                                                                                                         |



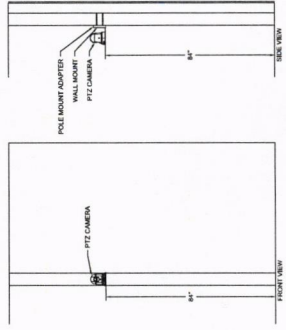
1 MEDICINE LAKE EAST WALL - ELEVATION  
SCALE: 1/2" = 1'-0"



3 MEDICINE LAKE CEILING MOUNTED DISPLAY - ELEVATION  
SCALE: 1/2" = 1'-0"

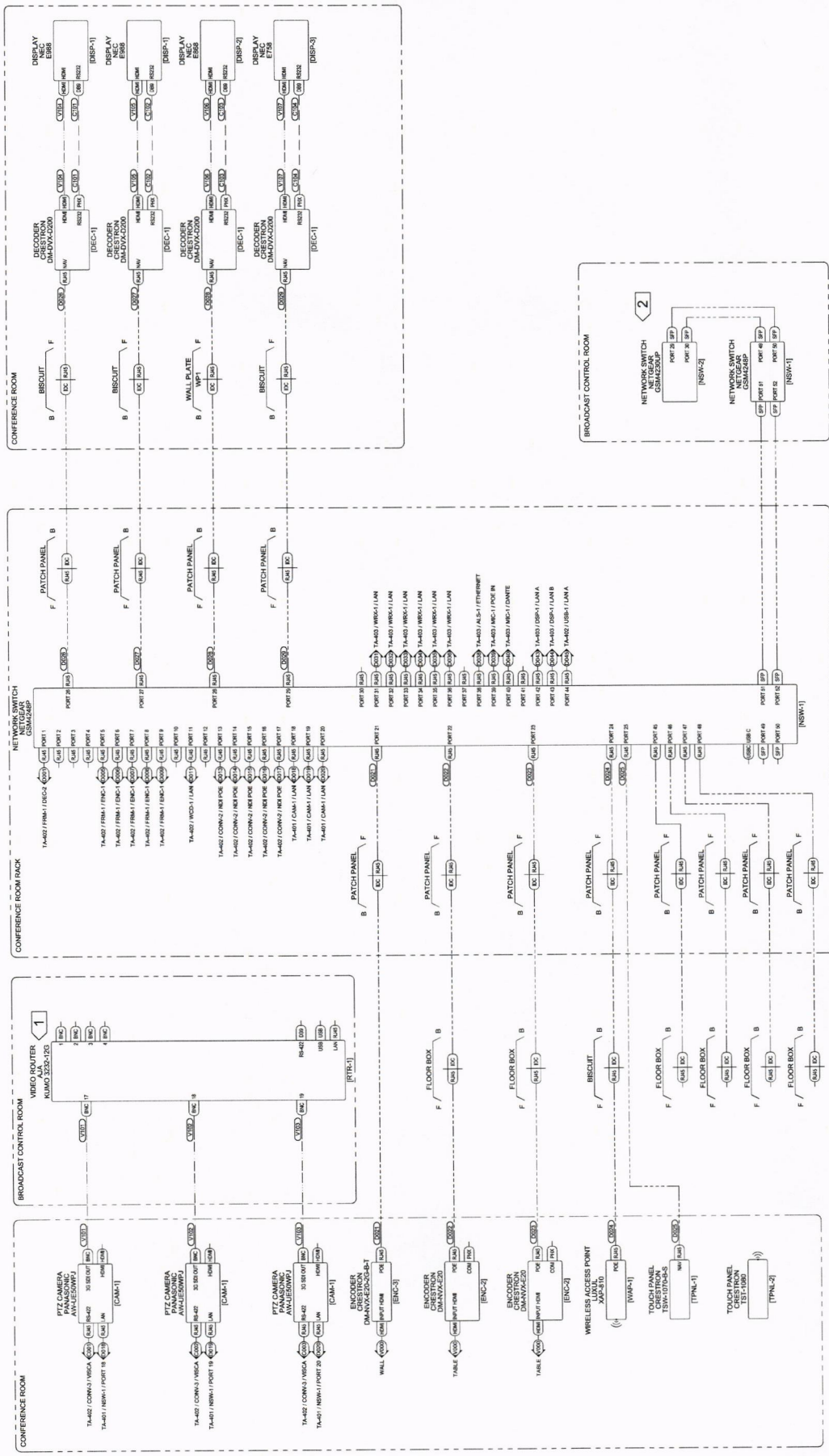


2 MEDICINE LAKE WEST WALL - ELEVATION  
SCALE: 1/2" = 1'-0"



4 MEDICINE LAKE POLE MOUNTED CAMERA - ELEVATION  
SCALE: 1/2" = 1'-0"





| KEYNOTES |                                                                                                                     |
|----------|---------------------------------------------------------------------------------------------------------------------|
| 1        | REPLACES EXISTING KUMBO VIDEO ROUTER, MAINTAIN ORIGINAL CONNECTIONS AND ADD NEW CAMERA CONNECTIONS TO INPUTS 17-19. |
| 2        | REPLACE EXISTING EXTREME NETWORK SWITCHES WITH NETGEAR DEVICES, MAINTAIN ORIGINAL CONNECTIONS.                      |

**FINEPOINT TECH**  
  
 3400 PLYMOUTH BLVD  
 PLYMOUTH, MN 55447  
 763.509.5000

410 GATEWAY BLVD  
 BURNSVILLE, MN 55337  
 612.254.7482  
 FINEPOINT.TECH

MEDICINE LAKE CONFERENCE ROOM  
3400 PLYMOUTH BLVD, PLYMOUTH, MN 55447

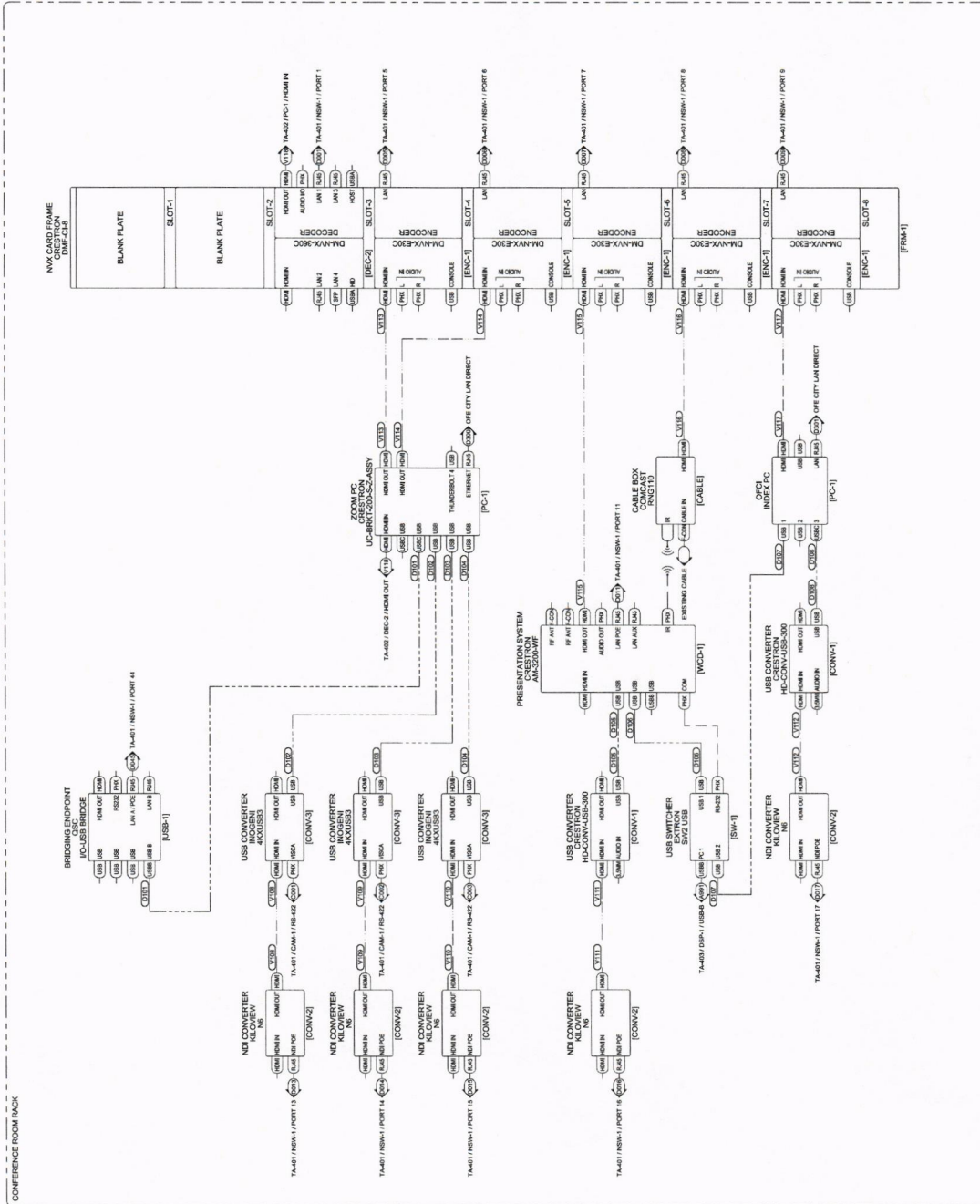
|          |                            |                                          |                 |
|----------|----------------------------|------------------------------------------|-----------------|
| PROJECT: | PROJECT NUMBER:<br>0921024 | PROJECT PHASE:<br>CONSTRUCTION DOCUMENTS | ENGINEER STAMP: |
|----------|----------------------------|------------------------------------------|-----------------|

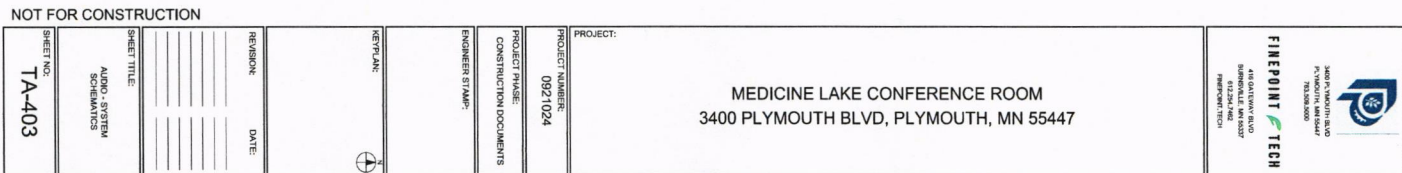
KEY PLAN:

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**SHEET TITLE:**

SHEET NO: TA-401

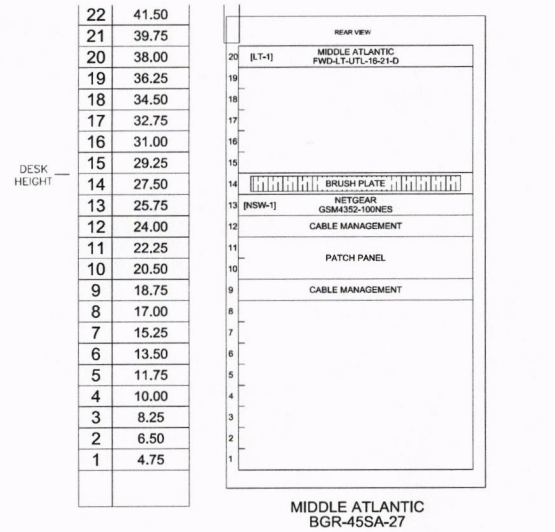






1 AUDIOVISUAL SYSTEMS - FRONT RACK ELEVATION

SCALE: NTS



2 AUDIOVISUAL SYSTEMS - REAR RACK ELEVATION

SCALE: NTS



3400 PLYMOUTH BLVD  
PLYMOUTH, MN 55447  
763.458.5000

**FINEPOINT TECH**

416 GATEWAY BLVD  
BURNVILLE, MN 55337  
812.254.7462  
FINEPOINT.TECH

MEDICINE LAKE CONFERENCE ROOM  
3400 PLYMOUTH BLVD, PLYMOUTH, MN 55447

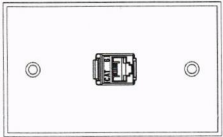
PROJECT:  
PROJECT NUMBER:  
0921024  
PROJECT PHASE:  
CONSTRUCTION DOCUMENTS  
ENGINEER STAMP:  
KEYPLAN:  
REVISION: DATE:  
SHEET TITLE:  
AUDIOVISUAL SYSTEMS -  
RACK ELEVATION  
SHEET NO:  
TA-700

NOT FOR CONSTRUCTION



NOT FOR CONSTRUCTION

|                                                                                                                                                                 |  |                                                                         |  |                                        |                                          |                 |                                                                                               |                    |                               |                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------|--|----------------------------------------|------------------------------------------|-----------------|-----------------------------------------------------------------------------------------------|--------------------|-------------------------------|---------------------|
| <br>FINEPOINT TECH<br>3400 PLYMOUTH BLVD.<br>PLYMOUTH, MN 55447<br>763.509.8000 |  | 3400 PLYMOUTH BLVD, PLYMOUTH, MN 55447<br>MEDICINE LAKE CONFERENCE ROOM |  | PROJECT:<br>PROJECT NUMBER:<br>0921024 | PROJECT PHASE:<br>CONSTRUCTION DOCUMENTS | ENGINEER STAMP: | KEYPLATE<br> | REVISION:<br>DATE: | SHEET TITLE:<br>CUSTOM PANELS | SHEET NO:<br>TA-800 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------|--|----------------------------------------|------------------------------------------|-----------------|-----------------------------------------------------------------------------------------------|--------------------|-------------------------------|---------------------|



1 DISPLAY CONNECTION - WALL PLATE  
SCALE 1:1



# PROPOSAL

## Medicine Lake Conference Room AV Upgrade

### City of Plymouth

3400 Plymouth Blvd  
Plymouth, MN 55447

Project#: 18443

Revision: 0

Modified: 12/20/2024



### iSpace Environments

3701 Wayzata Blvd  
Suite 425  
Minneapolis, MN 55416 USA  
612-332-0122  
[www.iSpaceEnvironments.com](http://www.iSpaceEnvironments.com)

Presented By:

Emily Jenkins  
[emily.jenkins@iSpaceEnvironments.com](mailto:emily.jenkins@iSpaceEnvironments.com)  
[763-291-9844](tel:763-291-9844)



[www.iSpaceEnvironments.com](http://www.iSpaceEnvironments.com)



## Medicine Lake Conference Room: Audio System

|                                                                                     |    |                                                                                                                               |            |
|-------------------------------------------------------------------------------------|----|-------------------------------------------------------------------------------------------------------------------------------|------------|
|                                                                                     | 3  | <b>ELECTROVOICE EVID C6.2 EVID C6.2</b>                                                                                       | \$987.93   |
|                                                                                     |    | Electro-Voice EVID-C6.2 6.5" Two-Way Ceiling Loudspeaker, Pair, White                                                         |            |
|     | 1  | <b>EXTRON SW2 USB 60-952-02</b>                                                                                               | \$430.70   |
|                                                                                     |    | Two Input USB Switcher                                                                                                        |            |
|                                                                                     | 1  | <b>LISTEN LWS-02-A1 LWS-02-A1</b>                                                                                             | \$1,875.49 |
|                                                                                     |    | 2 Channel Wi-Fi System w/ 2 Receivers                                                                                         |            |
|     | 1  | <b>QSC CORE110F-V2-NA FG-901367-20</b>                                                                                        | \$2,980.68 |
|                                                                                     |    | Q-SYS network + analog I/O processor (v2)                                                                                     |            |
|                                                                                     | 1  | <b>QSC SLMST-110-P SLMST-110-P</b>                                                                                            | \$495.58   |
|                                                                                     |    | Q-SYS Core 110 license for Microsoft Teams Room software features, enables both Q-SYS Scripting and UCI Deployment, Perpetual |            |
|     | 1  | <b>QSC SPA460 SPA460</b>                                                                                                      | \$711.54   |
|                                                                                     |    | SPA460                                                                                                                        |            |
|   | 1  | <b>RDL TX-70A TX-70A</b>                                                                                                      | \$47.07    |
|                                                                                     |    | Matches 100, 70, 25 volt speakerline to unbalanced line level audio                                                           |            |
|                                                                                     | 1  | <b>SENNHEISER TeamConnect Ceiling 2 509178</b>                                                                                | \$3,928.22 |
|                                                                                     |    | TeamConnect Ceiling 2 Microphone kit                                                                                          |            |
|  | 14 | <b>SHURE MX410LP/C MX410LP/C</b>                                                                                              | \$2,907.52 |
|                                                                                     |    | 10" Shock-Mounted Gooseneck, Cardioid, less Preamplifier                                                                      |            |
|  | 1  | <b>SHURE MXW1/O MXW1/O</b>                                                                                                    | \$515.66   |
|                                                                                     |    | Hybrid bodypack transmitter                                                                                                   |            |
|                                                                                     | 1  | <b>SHURE MXW2/SM58 MXW2/SM58</b>                                                                                              | \$503.86   |
|                                                                                     |    | Handheld wireless transmitter with SM58 microphone capsule                                                                    |            |

\* Price Includes Accessories

## Medicine Lake Conference Room AV Upgrade

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|                                                                                   |    |                                                                     |                    |
|-----------------------------------------------------------------------------------|----|---------------------------------------------------------------------|--------------------|
|  | 14 | <b>SHURE MXW8 MXW8</b><br>Gooseneck microphone base transmitter     | \$7,516.60         |
|   | 2  | <b>SHURE MXWAPT8 MXWAPT8</b><br>8 Channel access point transceiver  | \$6,294.12         |
|   | 4  | <b>SHURE MXWNCS8 MXWNCS8</b><br>8-CH NETWORKED CHARGING STATION     | \$6,560.80         |
|  | 1  | <b>SHURE WL185 WL185</b><br>Microflex® Cardioid Lavalier Microphone | \$106.20           |
| <b>Medicine Lake Conference Room: Audio System Total</b>                          |    |                                                                     | <b>\$35,861.97</b> |

\* Price Includes Accessories

## Medicine Lake Conference Room AV Upgrade

Project 18443

Rev. 0

12/20/2024

## Medicine Lake Conference Room: Presentation Displays

|                                                                                    |   |                                                                            |            |
|------------------------------------------------------------------------------------|---|----------------------------------------------------------------------------|------------|
|    | 1 | <b>CHIEF CMA366 841872002682</b><br>TRUSS SPANNING ADAPTER                 | \$110.98   |
|   | 1 | <b>CHIEF CMS0507 841872076430</b><br>ADJ. PIPE 60" TO 84                   | \$154.02   |
|   | 8 | <b>CHIEF CPA096 CPA096</b><br>96" CPA COLUMN BLACK                         | \$968.56   |
|   | 4 | <b>CHIEF CPA263 CPA263</b><br>CPA CONNECTOR COUPLING                       | \$180.24   |
|    | 4 | <b>CHIEF CPA351 CPA351</b><br>FLOOR/CEILING PLATE SET SCREW STYLE          | \$659.16   |
|    | 4 | <b>CHIEF CPA353 CPA353</b><br>COLUMN BASE CLAMP STYLE                      | \$659.16   |
|  | 1 | <b>CHIEF LSM1U LSM1U</b><br>Micro-Adjust Fixed Wall Mount Large            | \$182.27   |
|  | 1 | <b>CHIEF RLC1 RLC1</b><br>CEILING MOUNT LARGE FIT MOUNT BLACK              | \$289.88   |
|  | 2 | <b>CHIEF XCM7000 XCM7000</b><br>EXTRA LARGE DUAL COLUMN CEILING MOUNT      | \$1,641.14 |
|  | 1 | <b>Sharp NEC E758 E758</b><br>75" Ultra High Definition Commercial Display | \$2,215.36 |
|  | 1 | <b>Sharp NEC E868 E868</b><br>86" Ultra High Definition Commercial Display | \$3,030.72 |

\* Price Includes Accessories

## Medicine Lake Conference Room AV Upgrade

Project 18443 Rev. 0 12/20/2024





2     **Sharp NEC E988 E988**  
98" Ultra High Definition Commercial Display

\$15,328.32

**Medicine Lake Conference Room: Presentation Displays Total**

**\$25,419.81**

\* Price Includes Accessories

## Medicine Lake Conference Room AV Upgrade

Project 18443

Rev. 0 12/20/2024

## Medicine Lake Conference Room: Presentation Video System



- |   |                                                                                                                                |            |
|---|--------------------------------------------------------------------------------------------------------------------------------|------------|
| 1 | <b>CRESTRON AM3-212 KIT AM3-212 KIT</b><br>AirMedia Series 3 Kit with AM-3200-WF Receiver, two AM-TX3-100 Adaptors, and Cradle | \$2,436.70 |
|---|--------------------------------------------------------------------------------------------------------------------------------|------------|



- |   |                                                                                              |            |
|---|----------------------------------------------------------------------------------------------|------------|
| 1 | <b>CRESTRON DMF-CI-8 DMF-CI-8</b><br>DigitalMedia™ Card Chassis for DM-NVX-C & DMCF, 8 Slots | \$1,298.00 |
|---|----------------------------------------------------------------------------------------------|------------|



- |   |                                                                                                   |            |
|---|---------------------------------------------------------------------------------------------------|------------|
| 1 | <b>CRESTRON DM-NVX-360C DM-NVX-360C</b><br>DM NVX® 4K60 4:4:4 HDR Network AV Encoder/Decoder Card | \$1,168.20 |
|---|---------------------------------------------------------------------------------------------------|------------|



- |   |                                                                                              |            |
|---|----------------------------------------------------------------------------------------------|------------|
| 4 | <b>CRESTRON DM-NVX-D200 DM-NVX-D200</b><br>DM NVX® 4K60 4:2:0 Network AV Decoder with Scaler | \$2,832.00 |
|---|----------------------------------------------------------------------------------------------|------------|



- |   |                                                                                                         |            |
|---|---------------------------------------------------------------------------------------------------------|------------|
| 2 | <b>CRESTRON DM-NVX-E20 DM-NVX-E20</b><br>DM NVX 4K60 4:2:0 Network AV Encoder<br>[Now Accepting Orders] | \$1,168.20 |
|---|---------------------------------------------------------------------------------------------------------|------------|



- |   |                                                                                                               |          |
|---|---------------------------------------------------------------------------------------------------------------|----------|
| 1 | <b>CRESTRON DM-NVX-E20-2G-B-T 6511650</b><br>DM NVX 4K60 4:2:0 Network AV Encoder, Wall Plate, Black Textured | \$708.00 |
|---|---------------------------------------------------------------------------------------------------------------|----------|



- |   |                                                                                                 |            |
|---|-------------------------------------------------------------------------------------------------|------------|
| 5 | <b>CRESTRON DM-NVX-E30C DM-NVX-E30C</b><br>DigitalMedia™ 4K60 4:4:4 HDR Network AV Encoder Card | \$4,218.50 |
|---|-------------------------------------------------------------------------------------------------|------------|

- |   |                                                                          |            |
|---|--------------------------------------------------------------------------|------------|
| 2 | <b>CRESTRON HD-CONV-USB-300 HD-CONV-USB-300</b><br>HDMI to USB Converter | \$1,168.20 |
|---|--------------------------------------------------------------------------|------------|

- |   |                                                                                                                  |            |
|---|------------------------------------------------------------------------------------------------------------------|------------|
| 3 | <b>INOGENI 4KXUSB3 4KXUSB3</b><br>INOGENI 4KXUSB3 Ultra HD to USB 3.0 Camera Converter, HDMI loop and VISCA Port | \$1,816.29 |
|---|------------------------------------------------------------------------------------------------------------------|------------|



- |   |                                                                                                                    |        |
|---|--------------------------------------------------------------------------------------------------------------------|--------|
| 1 | <b>ISPACE ENVIRONMENTS AV Cabling &amp; Hardware CC123</b><br>Stock Cables, connectors, hardware and job supplies. | \$0.00 |
|---|--------------------------------------------------------------------------------------------------------------------|--------|

- |   |                                                           |            |
|---|-----------------------------------------------------------|------------|
| 5 | <b>KILOVIEW N6 N6</b><br>NDI   HX Bidirectional Converter | \$2,354.10 |
|---|-----------------------------------------------------------|------------|

\* Price Includes Accessories

## Medicine Lake Conference Room AV Upgrade

Project 18443      Rev. 0      12/20/2024

|   |                                                                   |            |
|---|-------------------------------------------------------------------|------------|
| 2 | <b>KILOVIEW NDI RN01 NDI RN01</b><br>1RU Rackmount Chassis for N6 | \$372.88   |
| 1 | <b>QSC I/O USB Bridge I/O USB Bridge</b><br>AV-to-USB bridge      | \$1,476.18 |

**Medicine Lake Conference Room: Presentation Video System Total**

**\$21,017.25**

\* Price Includes Accessories

## Medicine Lake Conference Room AV Upgrade

Project 18443

Rev.0 12/20/2024



## Medicine Lake Conference Room: Control System

|                                                                                  |   |                                                                                                                                                                                                         |            |
|----------------------------------------------------------------------------------|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
|  | 1 | <b>CRESTRON TST-1080 TST-1080</b><br>10.1 in. Wireless Touch Screen                                                                                                                                     | \$2,185.00 |
|                                                                                  | 1 | <b>CRESTRON UC-C100-Z-WM UC-C100-Z-WM</b><br>Crestron Flex Video Conference System Integrator Kit with a Wall Mounted Control Interface for Zoom Rooms Software                                         | \$2,726.98 |
|                                                                                  | 4 | <b>FS SFP-10GLRL-31 SFP-10GLRL-31</b><br>AXM764 Compatible 10GBASE-LR SFP+ Lite 1310nm 2km DOM Duplex LC/UPC SMF Optical Transceiver Module                                                             | \$127.44   |
|                                                                                  | 2 | <b>FS SFP-10G-PC01 SFP-10G-PC01</b><br>AXC761 Compatible 10G SFP+ Passive Direct Attach Copper Twinax Cable – 1m (3ft)                                                                                  | \$25.96    |
|  | 1 | <b>LUXUL XAP-810 XAP-810</b><br>AC1200 Dual-Band Wireless Access Point with US Power Cord                                                                                                               | \$148.67   |
|                                                                                  | 1 | <b>NETGEAR M4250-26G4F-PoE++ M4250-26G4F-PoE++</b><br>24x1G PoE++ 1,440W 2x1G and 4xSFP                                                                                                                 | \$1,544.62 |
|                                                                                  | 2 | <b>NETGEAR M4250-40G8F-PoE+ M4250-40G8F-PoE+</b><br>40x1G PoE+ 480W and 8xSFP                                                                                                                           | \$5,616.80 |
|                                                                                  | 1 | <b>QuickTreX PRO-769-S-AIP-6-LCU-LCU-1P-200 PRO-769-S-AIP-6-LCU-LCU-1P-200</b><br>6 Strand Indoor Plenum Rated Interlocking Armored Singlemode Custom Pre-Terminated Fiber Optic Cable Assembly - 200ft | \$690.77   |

**Medicine Lake Conference Room: Control System Total**

**\$13,066.24**

\* Price Includes Accessories

## Medicine Lake Conference Room AV Upgrade

Project 18443

Rev.0

12/20/2024

## Medicine Lake Conference Room: Boardcast Cameras



|   |                                                                                |             |
|---|--------------------------------------------------------------------------------|-------------|
| 1 | <b>AXIS T91B47 100-410mm 01164-001</b><br>Pole Mount for 4"-16" Poles          | \$100.23    |
| 3 | <b>NEWTEK NDI HX NDI HX</b><br>NDI HX Upgrade for Panasonic Camera             | \$1,058.46  |
| 3 | <b>PANASONIC AW-UE50KPJ AW-UE50KPJ</b><br>4K/30P Ultra Quiet PTZ Camera- Black | \$11,671.38 |
| 3 | <b>PANASONIC FEC-40WMK FEC-40WMK</b><br>Wall Mount Camera - Black              | \$509.76    |

**Medicine Lake Conference Room: Boardcast Cameras Total**

**\$13,339.83**

## Medicine Lake Conference Room: Boardcast Routing & Terminal Gear

|   |                                                                                   |            |
|---|-----------------------------------------------------------------------------------|------------|
| 1 | <b>AJA VIDEO SYSTEMS KUMO 3232-3G KUMO 3232-3G</b><br>Compact 32x32 3G-SDI Router | \$5,190.82 |
|---|-----------------------------------------------------------------------------------|------------|

**Medicine Lake Conference Room: Boardcast Routing & Terminal Gear Total**

**\$5,190.82**

\* Price Includes Accessories

## Medicine Lake Conference Room AV Upgrade

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**Medicine Lake Conference Room: Racks, Furniture & Accessories**

|                                                                                  |          |                                                                                                                                                             |                 |
|----------------------------------------------------------------------------------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
|  | <b>2</b> | <b>LEGRAND RLNK-915R RLNK-915R</b><br>15a, 9 outlet, rackmount IP controlled power with RackLink                                                            | <b>\$626.58</b> |
|                                                                                  | <b>1</b> | <b>MIDDLE ATLANTIC FWD-LT-UTL-16-21-D FWD-LT-UTL-16-21-D</b><br>16 RU to 21 RU Forward Full Height Utility Light, White with Dimmer & IR Sensor -<br>1 Pair | <b>\$175.23</b> |

|                                                                                |  |  |                 |
|--------------------------------------------------------------------------------|--|--|-----------------|
| <b>Medicine Lake Conference Room: Racks, Furniture &amp; Accessories Total</b> |  |  | <b>\$801.81</b> |
|--------------------------------------------------------------------------------|--|--|-----------------|

\* Price Includes Accessories

**Medicine Lake Conference Room AV Upgrade**

Project 18443 Rev.0 12/20/2024



# PROJECT SUMMARY

|                                      |             |
|--------------------------------------|-------------|
| Misc Parts & Cabling:                | \$354.00    |
| Freight & All Other Costs            | \$3,799.99  |
| MN STATE - Installation - On-Site:   | \$11,576.50 |
| MN STATE - Project Mgmnt - Off-site: | \$3,705.00  |

\$134,133.22

Client:

Date

Contractor: iSpace Environments

Date

Medicine Lake Conference Room AV Upgrade

Project 18443

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| Manufacturer Model PartNumber           | Qty | Unit Cost  | Ext Cost   | Unit Price | Ext Price  |
|-----------------------------------------|-----|------------|------------|------------|------------|
| ELECTROVOICE EVID C6.2 EVID C6.2        | 3   | \$286.36   | \$859.08   | \$329.31   | \$987.93   |
| EXTRON SW2 USB 60-952-02                | 1   | \$365.00   | \$365.00   | \$430.70   | \$430.70   |
| LISTEN LWS-02-A1 LWS-02-A1              | 1   | \$1,589.40 | \$1,589.40 | \$1,875.49 | \$1,875.49 |
| QSC CORE110F-V2-NA FG-901367-20         | 1   | \$2,526.00 | \$2,526.00 | \$2,980.68 | \$2,980.68 |
| QSC SLMST-110-P SLMST-110-P             | 1   | \$420.00   | \$420.00   | \$495.58   | \$495.58   |
| QSC SPA4 60 SPA4 60                     | 1   | \$603.00   | \$603.00   | \$711.54   | \$711.54   |
| RDL TX-70A TX-70A                       | 1   | \$39.89    | \$39.89    | \$47.07    | \$47.07    |
| SENNHEISER TeamConnect Ceiling 2 509178 | 1   | \$3,329.00 | \$3,329.00 | \$3,928.22 | \$3,928.22 |
| SHURE MX410LP/C MX410LP/C               | 14  | \$176.00   | \$2,464.00 | \$207.68   | \$2,907.52 |
| SHURE MXW1/O MXW1/O                     | 1   | \$437.00   | \$437.00   | \$515.66   | \$515.66   |
| SHURE MXW2/SM58 MXW2/SM58               | 1   | \$427.00   | \$427.00   | \$503.86   | \$503.86   |
| SHURE MXW8 MXW8                         | 14  | \$455.00   | \$6,370.00 | \$536.90   | \$7,516.60 |
| SHURE MXWAPT8 MXWAPT8                   | 2   | \$2,667.00 | \$5,334.00 | \$3,147.06 | \$6,294.12 |
| SHURE MXWNCS8 MXWNCS8                   | 4   | \$1,390.00 | \$5,560.00 | \$1,640.20 | \$6,560.80 |
| SHURE WL185 WL185                       | 1   | \$90.00    | \$90.00    | \$106.20   | \$106.20   |
| CHIEF CMA366 841872002682               | 1   | \$94.05    | \$94.05    | \$110.98   | \$110.98   |
| CHIEF CMS0507 841872076430              | 1   | \$130.53   | \$130.53   | \$154.02   | \$154.02   |
| CHIEF CPA096 CPA096                     | 8   | \$102.60   | \$820.80   | \$121.07   | \$968.56   |
| CHIEF CPA263 CPA263                     | 4   | \$38.19    | \$152.76   | \$45.06    | \$180.24   |
| CHIEF CPA351 CPA351                     | 4   | \$139.65   | \$558.60   | \$164.79   | \$659.16   |
| CHIEF CPA353 CPA353                     | 4   | \$139.65   | \$558.60   | \$164.79   | \$659.16   |
| CHIEF LSM1U LSM1U                       | 1   | \$154.47   | \$154.47   | \$182.27   | \$182.27   |
| CHIEF RLC1 RLC1                         | 1   | \$245.67   | \$245.67   | \$289.88   | \$289.88   |
| CHIEF XCM7000 XCM7000                   | 2   | \$695.40   | \$1,390.80 | \$820.57   | \$1,641.14 |
| Sharp NEC E758 E758                     | 1   | \$1,978.00 | \$1,978.00 | \$2,215.36 | \$2,215.36 |

## Medicine Lake Conference Room AV Upgrade

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|                                                                         |   |            |             |            |             |
|-------------------------------------------------------------------------|---|------------|-------------|------------|-------------|
| Sharp NEC E868 E868                                                     | 1 | \$2,706.00 | \$2,706.00  | \$3,030.72 | \$3,030.72  |
| Sharp NEC E988 E988                                                     | 2 | \$6,843.00 | \$13,686.00 | \$7,664.16 | \$15,328.32 |
| CRESTRON AM3-212 KIT AM3-212 KIT                                        | 1 | \$2,065.00 | \$2,065.00  | \$2,436.70 | \$2,436.70  |
| CRESTRON DMF-CI-8 DMF-CI-8                                              | 1 | \$1,100.00 | \$1,100.00  | \$1,298.00 | \$1,298.00  |
| CRESTRON DM-NVX-360C DM-NVX-360C                                        | 1 | \$990.00   | \$990.00    | \$1,168.20 | \$1,168.20  |
| CRESTRON DM-NVX-D200 DM-NVX-D200                                        | 4 | \$600.00   | \$2,400.00  | \$708.00   | \$2,832.00  |
| CRESTRON DM-NVX-E20 DM-NVX-E20                                          | 2 | \$495.00   | \$990.00    | \$584.10   | \$1,168.20  |
| CRESTRON DM-NVX-E20-2G-B-T 6511650                                      | 1 | \$600.00   | \$600.00    | \$708.00   | \$708.00    |
| CRESTRON DM-NVX-E30C DM-NVX-E30C                                        | 5 | \$715.00   | \$3,575.00  | \$843.70   | \$4,218.50  |
| CRESTRON HD-CONV-USB-300 HD-CONV-USB-300                                | 2 | \$495.00   | \$990.00    | \$584.10   | \$1,168.20  |
| INOGENI 4KXUSB3 4KXUSB3                                                 | 3 | \$513.08   | \$1,539.24  | \$605.43   | \$1,816.29  |
| ISPACE ENVIRONMENTS AV Cabling & Hardware CC123                         | 1 | \$0.00     | \$0.00      | \$0.00     | \$0.00      |
| KILOVIEW N6 N6                                                          | 5 | \$399.00   | \$1,995.00  | \$470.82   | \$2,354.10  |
| KILOVIEW NDI RN01 NDI RN01                                              | 2 | \$158.00   | \$316.00    | \$186.44   | \$372.88    |
| QSC I/O USB Bridge I/O USB Bridge                                       | 1 | \$1,251.00 | \$1,251.00  | \$1,476.18 | \$1,476.18  |
| CRESTRON TST-1080 TST-1080                                              | 1 | \$1,900.00 | \$1,900.00  | \$2,185.00 | \$2,185.00  |
| CRESTRON UC-C100-Z-WM UC-C100-Z-WM                                      | 1 | \$2,311.00 | \$2,311.00  | \$2,726.98 | \$2,726.98  |
| FS SFP-10GLRL-31 SFP-10GLRL-31                                          | 4 | \$27.00    | \$108.00    | \$31.86    | \$127.44    |
| FS SFP-10G-PC01 SFP-10G-PC01                                            | 2 | \$11.00    | \$22.00     | \$12.98    | \$25.96     |
| LUXUL XAP-810 XAP-810                                                   | 1 | \$125.99   | \$125.99    | \$148.67   | \$148.67    |
| NETGEAR M4250-26G4F-PoE++ M4250-26G4F-PoE++                             | 1 | \$1,309.00 | \$1,309.00  | \$1,544.62 | \$1,544.62  |
| NETGEAR M4250-40G8F-PoE+ M4250-40G8F-PoE+                               | 2 | \$2,380.00 | \$4,760.00  | \$2,808.40 | \$5,616.80  |
| QuickTrex PRO-769-S-AIP-6-LCU-LCU-1P-200 PRO-769-S-AIP-6-LCU-LCU-1P-200 | 1 | \$585.40   | \$585.40    | \$690.77   | \$690.77    |
| AXIS T91B47 100-410mm 01164-001                                         | 1 | \$84.94    | \$84.94     | \$100.23   | \$100.23    |

## Medicine Lake Conference Room AV Upgrade

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|                                                             |   |            |            |            |             |
|-------------------------------------------------------------|---|------------|------------|------------|-------------|
| NEWTEK NDI HX NDI HX                                        | 3 | \$299.00   | \$897.00   | \$352.82   | \$1,058.46  |
| PANASONIC AW-UE50KPJ AW-UE50KPJ                             | 3 | \$3,297.00 | \$9,891.00 | \$3,890.46 | \$11,671.38 |
| PANASONIC FEC-40WMK FEC-40WMK                               | 3 | \$144.00   | \$432.00   | \$169.92   | \$509.76    |
| AJA VIDEO SYSTEMS KUMO 3232-3G<br>KUMO 3232-3G              | 1 | \$4,399.00 | \$4,399.00 | \$5,190.82 | \$5,190.82  |
| LEGRAND RLNK-915R RLNK-915R                                 | 2 | \$265.50   | \$531.00   | \$313.29   | \$626.58    |
| MIDDLE ATLANTIC FWD-LT-UTL-16-21-D<br>FWD-LT-UTL-16-21-D    | 1 | \$148.50   | \$148.50   | \$175.23   | \$175.23    |
| ISPACE ENVIRONMENTS Project<br>Administration Budget CC123  | 1 | \$300.00   | \$300.00   | \$354.00   | \$354.00    |
| ISPACE ENVIRONMENTS<br>Shipping/Handling/Deliveries Ship123 | 1 | \$250.00   | \$250.00   | \$294.99   | \$294.99    |

## Medicine Lake Conference Room AV Upgrade

Project 18443

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# MEDICINE LAKE CONF RM AV UPGRADE PROJECT CONTRACT AGREEMENT

Final Audit Report

2025-01-08

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2025-01-08                                   |
| By:             | Amy Gottschalk (agottschalk@plymouthmn.gov)  |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAkc-2NwnDFZ2GuPgcGJlou3Y6wAahpN1J |

## "MEDICINE LAKE CONF RM AV UPGRADE PROJECT CONTR ACT AGREEMENT" History



Document created by Amy Gottschalk (agottschalk@plymouthmn.gov)

2025-01-08 - 3:06:02 PM GMT



Document emailed to Dave Callister (dcallister@plymouthmn.gov) for signature

2025-01-08 - 3:07:33 PM GMT



Email viewed by Dave Callister (dcallister@plymouthmn.gov)

2025-01-08 - 3:51:00 PM GMT



Document e-signed by Dave Callister (dcallister@plymouthmn.gov)

Signature Date: 2025-01-08 - 3:51:41 PM GMT - Time Source: server



Agreement completed.

2025-01-08 - 3:51:41 PM GMT



Adobe Acrobat Sign

# **CITY OF PLYMOUTH**

## **RESOLUTION No. 2025-088**

### **RESOLUTION APPROVING PURCHASES AND IMPROVEMENTS TO MEDICINE LAKE CONFERENCE ROOM AT CITY HALL**

WHEREAS, the 2025-2034 Capital Improvement Plan (CIP) and 2025 budget included an upgrade to audio/video and improvements to Medicine Lake Conference Room at City Hall; and

WHEREAS, the city may make purchases off of state contracts; and

WHEREAS, iSpace, has a contract with the State for audio/video equipment and installation, Contract No. A-203 (5); and

WHEREAS, FinePoint Tech, has an agreement with the city to commission the new installed audio/video system; and

WHEREAS, the city has additional costs for demolition of ceiling, installation of drop ceiling, and additional electrical work to be completed at the city's specifications; and

WHEREAS, the disposal of the existing equipment will be sold through auction in 2025.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the purchase of audio/video equipment and improvements to Medicine Lake Conference Room at City Hall is approved.

BE IT FURTHER RESOLVED, the amount due to iSpace \$134,133.22 for audio/video equipment and installation at tax exempt, the amount due to FinePoint Tech \$15,000 for commissioning the system and an additional cost for demolition, installation of ceiling and additional electrical work at \$51,076.37 due to city approved contactors for a total expenditure of \$200,209.59.

BE IT FURTHER RESOLVED that this project is funded from Northwest Suburbs Cable Communications Commission franchise fees within the Resource Planning fund.

APPROVED by the City Council on this March 25, 2025.

---

**To:** Dave Callister, City Manager

**Prepared by:** Amy Hanson, Facilities and Fleet Manager

**Reviewed by:** Michael Thompson, Public Works Director

**Item:** **Approve purchase of replacement mowers for use in Park and Forestry Division**

---

### **1. Action Requested:**

Adopt attached resolution approving purchase of two replacement mowers for maintenance use in the Park and Forestry Division.

### **2. Background:**

The Capital Improvement Plan (CIP) includes scheduled replacement of two mowers for maintenance in the Park and Forestry Division. The 2025 Toro Sand Pro 5040 is replacing a 2015 Toro Groomer 08750 and the 2025 Toro Groundsmaster is replacing the 2017 Toro Groundsmaster. These units are used at various locations to maintain the grounds of the city. The new units are purchased off of the state contract from MTI Distribution. The total purchase exceeds \$175,000 and needs City Council approval. The existing units will be sold at auction in 2025.

### **3. Budget Impact:**

The total amount due to MTI Distributing is \$186,381.43 and will be paid from the Central Services Fund 600-70-760-76000-8100.500. The city is able to purchase the mowers through MTI via State Contract #2023261.

### **4. Attachments:**

1. Toro Groundsmaster - Quote
2. Toro Sand Pro - Quote
3. City Council Resolution 2025-089



MTI Distributing  
Equipment Quote  
February 19, 2025



Quote Expiration Date: 3/21/2025

Brett Baumann  
City of Plymouth

**MINNESOTA STATE CONTRACT PRICING - CONTRACT #2023261**

| Qty | Model Number | Description                         | Quote Price Each | Quote Price Extended |
|-----|--------------|-------------------------------------|------------------|----------------------|
| 1   | 31699        | Groundsmaster 5910 (T4)             | \$150,886.32     | \$150,886.32         |
| 6   | SSF          | Standard Set Up Fee @ \$135.00/hour | \$810.00         | No Charge            |
|     |              |                                     | Equipment Total  | \$150,886.32         |
|     |              |                                     | 6.875% Sales Tax | Exempt               |
|     |              |                                     | <b>Total</b>     | <b>\$150,886.32</b>  |

Net 30 Terms with qualified credit  
New Toro commercial equipment comes with a two-year manufacturer warranty  
Equipment delivery and set-up at no additional charge  
All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Larry Gorman  
Outside Sales Representative  
612-877-0830

Karen Wangenstein  
Inside Sales Representative  
763-592-5643

MTI Distributing, Inc. • 4830 Azelia Avenue N. #100 • Brooklyn Center, MN 55429



MTI Distributing  
Equipment Quote  
February 19, 2025



Quote Expiration Date: 3/21/2025

Brett Baumann  
City of Plymouth

**MINNESOTA STATE CONTRACT PRICING - CONTRACT #2023261**

| Qty | Model Number | Description                         | Quote Price Each | Quote Price Extended |
|-----|--------------|-------------------------------------|------------------|----------------------|
| 1   | 08745        | Sand Pro 5040                       | \$23,251.02      | \$23,251.02          |
| 1   | 08712        | Front Lift Frame Assembly           | \$2,354.82       | \$2,354.82           |
| 1   | 08735        | Carbide Tine Toolbar                | \$1,591.20       | \$1,591.20           |
| 1   | 08838        | Midmount Toolbar System             | \$1,574.82       | \$1,574.82           |
| 1   | 08783        | Front and Rear Remote Hydraulic Kit | \$3,127.02       | \$3,127.02           |
| 1   | LB 100-5040  | Front Mount Lip Broom               | \$3,596.23       | \$3,596.23           |
| 12  | SSF          | Standard Set Up Fee @ \$135.00/hour | \$1,620.00       | No Charge            |
|     |              |                                     | Equipment Total  | \$35,495.11          |
|     |              |                                     | 6.875% Sales Tax | Exempt               |
|     |              |                                     | <b>Total</b>     | <b>\$35,495.11</b>   |

Net 30 Terms with qualified credit  
New Toro commercial equipment comes with a two-year manufacturer warranty  
Equipment delivery and set-up at no additional charge  
All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Larry Gorman  
Outside Sales Representative  
612-877-0830

Karen Wangenstein  
Inside Sales Representative  
763-592-5643

MTI Distributing, Inc. • 4830 Azelia Avenue N. #100 • Brooklyn Center, MN 55429

# **CITY OF PLYMOUTH**

## **RESOLUTION No. 2025-089**

### **RESOLUTION APPROVING PURCHASE OF TWO MOWERS FOR PARK AND FORESTRY DIVISION**

WHEREAS, the 2025-2034 Capital Improvement Plan and 2025 budget include the purchase of two mowers; and

WHEREAS, the city may make purchases off the state contract; and

WHEREAS, MTI Distributing, has a contract with the state for mowers, State Contract No. 2023261; and

WHEREAS, the disposal of the existing assets shall be through auction in 2025.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the purchase of two current model mowers from MTI Distributing is approved.

BE IT FURTHER RESOLVED, the amount due to MTI Distributing is \$186,381.43 for two mowers (no sales tax is due).

BE IT FURTHER RESOLVED that funding would come from Central Equipment Fund 600-70-760-76001-8100.500 in the amount of \$186,381.43.

APPROVED by the City Council on this 25th of March 2025.

---

**To:** Dave Callister, City Manager

**Prepared by:** Tony Moening, Senior Engineering Technician

**Reviewed by:** Michael Thompson, Public Works Director

**Item:** **Approve updates to the City of Plymouth Engineering Guidelines and Standard Detail Specifications**

---

### **1. Action Requested:**

Adopt attached resolution approving updates to the Engineering Guidelines and Standard Detail Specifications.

### **2. Background:**

The Engineering Guidelines and Standard Detail Specifications is a document the engineering division uses to standardize engineering requirements for developers and engineers performing work within the city. The document includes requirements, materials, and standards for the preparation of plans and specifications for city utilities, trails, and street construction. Standard detail drawings are also included as required for the construction of any items that will become part of the city's publicly maintained infrastructure. The document is updated yearly, and was last approved by council on January 23, 2024. This information is available on the city's website. The Engineering Guidelines and Standard Detail Specifications document was reviewed by the Public Works and Parks and Recreation Departments and has been updated to incorporate improved means of construction and improved materials to provide an increased service life to the city's public infrastructure. Modifications to the document are identified and considered based on experience, common practice in similar communities, cost-effectiveness, and long-term maintenance.

The document has been revised to modify standard detail drawings and to update current inspection testing procedures. Several minor corrections to clarify issues and update information to better reflect city practices are also included. A list recapping the changes is attached, but the most significant changes include lengthening the fire hydrant traffic flange along with adding square tube sign supports.



The full document of specifications may be viewed on the city's website at <https://www.plymouthmn.gov/departments/public-works/engineering/engineering-guidelines>, and also in the Engineering Division at City Hall.

### **3. Budget Impact:**

N/A

### **4. Attachments:**

1. 2025 Recap of Changes
2. City Council Resolution 2025-090

# **Recap of major changes to the 2025 City of Plymouth Engineering Guidelines and Standard Detail Specifications**

## **CITY OF PLYMOUTH ENGINEERING GUIDELINES:**

- Added to storm sewer design standards note a. 4) Minimum velocity of 3 feet per second.
- P9 II 1f. Changed watermain and storm sewer typical sides of street. WM preferred on West and south to allow for sidewalk on north and east sides of street(natural melting) with short side hydrant leads opposite of sidewalk.
- Updated Record Plan Standards.
- Removed SPP plates 2-9. Replaced with 11 Parks "Tree" plates.

## **CITY OF PLYMOUTH STANDARD SPECIFICATIONS FOR SANITARY SEWER CONSTRUCTION:**

- SS-9 Changed MH access drive mix oil from "C" to "B". Removed "class 7" note.

## **CITY OF PLYMOUTH STANDARD SPECIFICATIONS FOR WATERMAIN:**

- P8 2204.7A Added: All gate valves shall be assembled with an ASTM F 593 Type 304 stainless steel operating nut.
- W-1 Changed driveway curbstop cover casting from Neenah R1791 to Ford Meterbox A-1.
- W-2 Changed hydrant traffic flange from 10" to 16".

## **CITY OF PLYMOUTH STANDARD SPECIFICATIONS FOR STORM SEWER:**

- ST-9 Added constraints to typical draintile openings in structure. Invert dt: 1' below subgrade to springline of outlet pipe.
- ST-10 Updated drain tile filter media types to reflect stormwater manual.
- ST-16 Added note to draintile "or as determined by engineer. Added Rose Turtlehead, Prairie Alumroot to Recommended plants shady areas. Removed Marsh Marigold and added Fox Sedge to Recommended plants sunny areas. Removed Pussy Willow from recommended shrubs sunny or shady areas.
- Removed ST-17, ST-18, ST-19, Renamed ST-20 to ST-17, ST-21 to ST-18, ST-22 to ST-19.

## **CITY OF PLYMOUTH STANDARD SPECIFICATIONS FOR STREET CONSTRUCTION:**

- STRT-1 Added R418 curb.
- STRT-10 Added sawcutting as incidental. Added note 9- All sidewalk 8' in width or wider to be constructed of 6" thick concrete. Added note 10- Sidewalks 8' in width and wider to have a centerline (longitudinal) sawcut (incidental). Change sidewalk aggregate base thickness from 4" to 6."
- P12 2404.7C Change sidewalk and ped ramp agg base thickness from 4" to 6."

- P13 2404.7F Added "Sidewalk contraction joints shall be placed so that no panel is greater than 40 square feet in area. For other flatwork, contraction joints shall be placed so that no slab is larger than 100 square feet in area."
- STRT-11 Changed private drive rebar spacing to 18."
- STRT-12 Changed commercial drive rebar spacing to 18."
- STRT-15 Added note: Slope of trail may not exceed 5% in the longitudinal direction, unless adjacent street grate is greater.
- STRT-19 Changed watermain and storm sewer typical sides of street. WM preferred on west and south to allow for sidewalk on north and east sides of street(natural melting) with short side hydrant leads opposite of sidewalk.
- STRT-21 Removed round post, Added MNDOT style square tube post language. U channel post depth changed from 3' to 42", Added to common sign sizes: Left turn only R3-5, 30" x 36", Pedestrian crossing (florescent green-yellow) W11-2. 30" X 30", 36" X 36", Bicycle/Pedestrian (florescent green-yellow) W11-15. 30" X 30", 36" X 36". Added note: "Use universal symbols on signage where feasible."
- STRT-22 Changed Riser post to 2.5#. Changed stub post embedment to 42". Changed stub post height above ground(12"-18"), and splice length(12"-30") to match MNDOT.
- STRT-23 Changed sign post surface mount assembly to Klean Break model 425.
- STRT-24 Changed lowest sign mounting height range from 7'-8' to 7'.
- STRT-26 Added note to wet cast modular block units: If trail is on high side of wall, All faces of exposed block must be textured.
- STRT-31 Removed Park Monument Post detail plate.

# **CITY OF PLYMOUTH**

## **RESOLUTION No. 2025-090**

### **RESOLUTION APPROVING ENGINEERING GUIDELINES AND STANDARD DETAIL SPECIFICATIONS DATED MARCH 2025**

WHEREAS, the Public Works Department has prepared the Engineering Guidelines and Standard Detail Specifications to standardize city engineering requirements; and

WHEREAS, the Engineering Guidelines and Standard Detail Specifications document the requirements, materials, and standards that are to be incorporated into the preparation of plans and specifications for sanitary sewer, storm sewer, watermain, trails, and street construction within the city, thereby providing for quality construction; and

WHEREAS, the document is updated periodically to include new and improved materials, construction practices, and standards to improve the quality of public construction within the city.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the City of Plymouth Engineering Guidelines and Standard Detail Specifications, dated March 2025 are hereby approved.

APPROVED by the City Council on this 25th day of March, 2025.

---

**To:** Dave Callister, City Manager

**Prepared by:** Erik Fadden, Public Safety Director

**Reviewed by:** Erik Fadden, Public Safety Director

**Item:** **Approve grant agreement with the Minnesota Department of Public Safety, Office of Homeland Security and Emergency Management for the Urban Area Security Initiative (UASI)**

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### **1. Action Requested:**

Adopt the resolution authorizing the Plymouth Police Department to enter into a grant agreement with the Minnesota Department of Public Safety, Office of Homeland Security and Emergency Management for the purchase of two armored Ford F-350 pickup trucks.

### **2. Background:**

In 2024, Police Department staff applied for an Urban Area Security Initiative (UASI) grant offered by the Office of Homeland Security and Emergency Management for the purchase of a specialized utility rescue vehicle after identifying the critical needs of public safety personnel in the region. The frequency of public safety officials being shot at or assaulted increased dramatically in 2024 (roughly five times more than all of 2023) statewide.

The Office of Homeland Security and Emergency Management partially approved the grant request and awarded \$150,000 for a specialized rescue vehicle. After receiving the award notification, Police Department staff researched and identified a special utility rescue vehicle that will drastically increase the safety needs of public safety staff in the region. The option consists of purchasing two armored Ford F-350 pickup trucks from International Armored Group US, Inc, located in St. Augustine, Florida.

The vehicles are specifically designed to protect personnel from a variety of threats that are happening throughout the region with increasing frequency. These vehicles can be driven by anyone without specialized training as they function like a typical pickup truck.

They do not attract attention like a traditional, tactical armored vehicle.

These vehicles are capable of providing a rapid response to scenes in which public safety or civilians are in need of ballistic protection due to officers being shot at by armed individuals, a scenario that happened more than 20 times statewide in 2024. In two of those cases, Plymouth Officers were involved.

The vehicles appear to be a typical pickup truck. This gives officers an advantage during pre-planned operations such as serving arrest warrants on dangerous, armed individuals without attracting attention by operating a large tactical armored vehicle. The use of these vehicles will not attract attention from the public like a traditional tactical armored vehicle does.

The police department intends to train all officers on the use of these vehicles in order to be a regional resource in the event of a critical incident. The department has long partnered with Maple Grove Police Department with an existing armored vehicle, known as the badger. This grant award will strengthen the partnership and provide additional, needed protection for our two communities as well as the surrounding region. Maple Grove Police Department has agreed to partner with the city to upfit the vehicles with any additional, specific equipment needs, training and use.

### **3. Budget Impact:**

The cost of the two vehicles is \$150,000, which is offset by the \$150,000 grant award. There will be additional delivery costs, ongoing maintenance and fuel which will be absorbed by the existing Police Department budget and planned for accordingly in future budget years. The Police Department intends to add a capital improvement plan for replacement of these two vehicles in 10-15 years. The City of Maple Grove has agreed to assist in covering up to \$20,000 in any additional equipment upfitting needs (police radios, window film, etc).

### **4. Attachments:**

1. UASI Award Letter
2. Vehicle Specifications Sheet
3. City Council Resolution 2025-091



Alcohol  
and Gambling  
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State Fire  
Marshal

## Homeland Security and Emergency Management

445 Minnesota Street • Suite 223 • Saint Paul, Minnesota 55101-6223

Phone: 651-201-7400 • Fax: 651-296-0459

<https://hsem.dps.mn.gov>

### 2024 UASI Award Notification

October 10, 2024

Chief Erik Fadden  
3400 Plymouth Blvd  
Plymouth, MN 55447

Chief Fadden,

I am pleased to inform you that the City of Plymouth – Police & Fire has been awarded a Fiscal Year 2024 Urban Area Security Initiative (FY2024 UASI) Grant in the amount of \$150,000. The grant performance period will be January 1, 2025 through June 30, 2026. The following projects have been awarded with their corresponding amounts:

| Project                            | Amount    |
|------------------------------------|-----------|
| Specialized Utility Rescue Vehicle | \$150,000 |

All purchases and expenditures must be used for the intended projects identified in your initial application. As the fiscal agent, the City of Plymouth – Police & Fire is responsible for the tracking of the distribution of all equipment and funding. Your grant award is specific to projects and activities identified in application and cannot be re-allocated to other activities without prior state approval.

**E-Grants will be open for application 11/01/2024.** Once your application has been submitted in E-Grants and approved, a grant agreement will be executed between HSEM and the City of Plymouth – Police & Fire, the fiscal agent.

Upon accepting of this award in your E-Grants portal, you will have the opportunity to review and agree to the attached Terms and Conditions of this grant that will be incorporated into the Grant Agreement, including Terms and Conditions for Non-State Agencies, Federal Audit Requirements, Federal Assurances, and the Federal HSGP DHS Award Agreement Articles.

All equipment must have an Authorized Equipment List (AEL) number in order to be eligible for grant funding. The most current FEMA AEL list can be found on the FEMA website: <https://www.fema.gov/authorized-equipment-list>. For each item that may have an EHP requirement, column E will indicate: “Environmental Planning and Historic Preservation (EHP)”. This EHP requirement is only applicable if the equipment is not portable. Should the equipment be portable, an EHP will not be required. For training classes, only field-based training classes require submission. For exercises, only field-based exercises require the submission of an EHP. All EHP documentation must be submitted and approved prior to any expenditure of funds requiring EHP submission.



Please direct any inquiries to the HSGP Grant Manager, Brittany Wilber at 651-201-7451 or [brittany.wilber@state.mn.us](mailto:brittany.wilber@state.mn.us).

Sincerely,

A handwritten signature in black ink, appearing to read "Brittany Wilber". The signature is fluid and cursive, with the first name "Brittany" written in a larger, more prominent script than the last name "Wilber".

Brittany Wilber, HSGP Grant Manager



# INTERNATIONAL ARMORED GROUP FZE

**Custom Armored Vehicle Manufacturer**



(Vehicle may not be exactly as shown)



## **Technical Specification for Armored Ford F350**

# **INTERNATIONAL ARMORED GROUP**

**Custom Armored Vehicle Manufacturer**

## **TECHNICAL SPECIFICATION**

### **ARMORED F350 6.0 LITER V-8 DIESEL CREW CAB PICKUP**

**SPECIFICATION: IAG-F350-PK-B6**

This specification outlines the design modifications to be applied to the above mentioned vehicle in order to convert this vehicle to a protective armored vehicle.

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## **1.0 Background**

The Ford F350 vehicle has been used successfully in Iraq for countless missions and has performed well in providing ballistic protection as is currently required in the Middle-east, as well as other conflict ridden regions globally.

International Armored Group is a manufacturer specialized in vehicle armoring with over a decade of experience in the security/military vehicles and cash in transit industry. IAG has manufactured and sold thousands of armored vehicles worldwide, many of them operating in high risk areas such as Iraq and Afghanistan. Even though IAG vehicles have gone through countless attacks, our 100% safety record still remains intact. Our unique armoring designs provide high reliability and durability, ensuring that the vehicles will be virtually free of warranty issues despite the fact that the armoring process adds a substantial amount of additional weight on the factory chassis.

The following specification details the armoring modifications performed at IAG to offer the finest protective vehicle in its class:

## **2.0 Base Vehicle Details – Ford F350 Crew Cab Pickup**

**(OEM features may vary depending upon availability at time of order)**

- 6.0L, V8 Turbo Diesel Engine (325 HP)
- 6-Seater configuration
- 5 Speed automatic transmission
- 4WD switch on-the-fly
- Suspension f: rigid coil spring
- Suspension r: leaf spring
- Brake f/r: vent disc
- Accessory power sockets (2)
- Air conditioner: single
- Audio: AM/FM ETR cassette 2 speakers
- Cigarette lighter with illumination
- Cup Holders
- Digital clock
- Fabric seat material
- Floor mats
- Foot rest
- Front bench seat
- Second row bench seat
- Front intermittent wiper
- Glove box with key
- Heater front
- High mount stop lamp
- Illuminated entry
- Inner rear view mirror (day/night)
- Key remind warning
- Mud guards front and rear
- Multi reflector halogen headlamps
- Power outer mirrors
- Power door locks
- Power steering
- Room lamps (front and rear)
- Spare wheel carrier under floor mounted
- Steering wheel Urethane type
- Tachometer
- Tilt + collapsible steering column

### 3.0 Armoring Details

#### 3.1 Opaque Armor

- Five sided armoring of passenger compartment using certified ballistic steel plating to defeat high-powered rifle fire, 7.62 x 51 M80 NATO Ball @ 2,750 fps. (Meets or exceeds CEN level B6, see Ballistic Specifications in section 4.0)
- Floor is fitted with steel blast protection to protect occupants against fragmentation from simultaneous detonation of 2 DM-51 German ordnance hand grenades or equivalent.
- Armoring included on kick panels, front fenders, firewall, A, B, and C door pillars and posts.
- Armor consists of welded certified ballistic grade steel construction.
- Certain materials and installation techniques are used which permit a significant reduction in cost to the client while maintaining our improving structural integrity and ballistic resistance level.
- The interior frame, constructed of certified ballistic grade steel, provides overlap and backup protection for the large-surface principal impact areas such as the doors and windows. It also reinforces the structural integrity of the pillars and other areas that are typically ignored or poorly armored by other manufacturers.
- Vehicle armoring shall be constructed in such a way as to ensure that a projectile following a linear or angled path shall not enter the vehicle's interior without contacting the armor material. In addition to this, the possibility of a projectile entering the vehicle's interior due to a ricochet from the armor shall also be minimized.



**Rear viewing glass:** maximizes visibility while maintaining blast and ballistic protection

#### 3.2 Transparent Armor

- A combination of glass, Polycarbonate and Mylar are bonded together using the latest technology, producing one of the finest transparent Armors available while incorporating the following.
- Meets or exceeds Levels CEN B6 ballistic protection, (see section 4.0 for ballistic specifications).
- Anti-spall shield protecting against shattering glass.



- Multiple impact protection (three shot).
- Finest optical quality offers minimal distortion.

### **3.3 Doors**

- Armor overlap at all doors to prevent penetration through door posts and pillars.
- Door pillars reinforced for maximum strength retention.
- Door hinges replaced where required with custom engineered heavy duty hinges.
- All doors fitted with double looped nylon restraining straps to reduce stresses to hinges during opening.
- Handles are reinforced to provide longer life in rugged environments.



### **3.4 Electrical**

- All standard electrical equipment of this vehicle shall be tested and modified as necessary to protect against the armoring process.

### **3.5 Interior**

- All original OEM interior panels and trim will be resized or modified and re-installed wherever possible to obtain as close to an original look as possible.

### **3.6 Brakes**

- International Armored Group undertakes to provide a superior handling vehicle as an alternative to most vehicles in the industry. To this end we upgrade the braking systems of this vehicle for improved performance and safety.
- Front and rear discs are replaced with slotted, vented discs for better heat dissipation.
- Optional upgraded systems are custom made for IAG using even sturdier brake materials taken from the automotive racing industry and engineered to perform in an armored vehicle application.

### **3.7 Suspension**

- Along with the improved braking systems, International Armored Group alters the suspension components of all vehicles to provide added safety, and improved performance and handling of the finished armored vehicles.
- The F-350 pickup comes with an OEM H.D. suspension package.
- However as an optional addition, IAG can replace the suspension with a system which has been specifically engineered and tested for International Armored Group,

and offers a ride experience unique in the market and unmatched by any other manufacturer.

### **3.8 Tires and Run Flats**

- Overheating of tires during service is a major cause of blowouts in the security and protection industry. IAG has developed unique methods to offset the effects of overheat during service, thereby ensuring that our vehicle tires will maintain a lower operating temperature and guard against dangerous blowouts at all times during a mission.
- The certified run flats used by IAG have been proven as reliable by clients worldwide in a variety of unique operating environments.
- IAG Standard configuration includes a run flat installed in the spare tire.
- IAG also offers an optional run flat upgrade and heavier tire combination which maintains higher load capacities and runs cooler than standard units. This guarantees improved performance in the event that the vehicle tires become disabled.

### **3.9 Additional Features (included in standard armoring)**

- Ballistic protection for engine ECM unit and battery.
- Steel protection over fuel tank
- Rear bulkhead with view glass.
- Wire mesh installed in tailpipe to prevent insertion of foreign objects.
- All armoring completed by experienced technicians.
- Upgraded vehicle tire jack to lift additional weight of armor & tire iron.
- All manuals and written information provided by vehicle manufacturer shall be included.



Ballistic armoring is installed in the engine bay to protect the ECM unit and battery from ballistic threats.

### **3.10 Weights**

Complete vehicle empty weight after armoring is approximately 4,310 KG

The centre of gravity is raised after armoring which can affect the stability in cornering and braking. While suspension upgrades have been completed to offset this effect, care must be taken in handling the vehicle. It is recommended that drivers are trained to handle the vehicle with the increase in weight load and change in centre of gravity position.

## 4.0 Ballistic Specifications

The following table represents the ballistic protection levels for the above mentioned vehicle for both transparent and opaque armor: (CEN level B6).

**Opaque Armor:** Armored passenger compartment roof and 4 sides. Floor of passenger compartment is protected to shield against fragmentation from simultaneous detonation of 2 DM-51 German ordnance hand grenades or equivalent.

| (EN) EUROPEAN BALLISTIC STANDARDS |                                                                                   |                  |               |                             |                      |                   |
|-----------------------------------|-----------------------------------------------------------------------------------|------------------|---------------|-----------------------------|----------------------|-------------------|
| LEVEL                             | WEAPON                                                                            | PROJECTILE       |               |                             | SPEED<br>±10 (m/sec) | SHOTS<br>±10 (mm) |
|                                   |                                                                                   | CALIBER (mm)     | MASS (g) ±0.1 | TYPE                        |                      |                   |
| FB/BR4                            |  | 9 mm luger       | 8.0           | FJ <sup>1</sup> / RN / SC   | 400                  | 3 on a 120 mm Δ   |
|                                   |                                                                                   | 0.357 magnum     | 10.2          | FJ <sup>1</sup> / CB / SC   | 430                  |                   |
|                                   |                                                                                   | 0.44 rem. magnum | 15.6          | FJ <sup>2</sup> / FN / SC   | 440                  |                   |
|                                   |                                                                                   |                  |               |                             |                      |                   |
| FB/BR5                            |  | 5.56 x 45*       | 4.0           | FJ <sup>2</sup> / PB / SCP1 | 950                  | 3 on a 120 mm Δ   |
|                                   |                                                                                   | 7.62 x 39        | 8.0           | FJ <sup>1</sup> / PB / SC   | 710                  |                   |
| FB/BR6                            |  | 7.62 x 51**      | 9.5           | FJ <sup>1</sup> / PB / SC   | 830                  | 3 on a 120 mm Δ   |
| FB/BR7                            |  | 7.62 x 51**      | 9.8           | FJ <sup>2</sup> / PB / HC1  | 820                  | 3 on a 120 mm Δ   |

### LEGEND:

L - Armor Piercing  
CB - Coned Bullet  
FJ - Full Metal Jacket Bullet  
FN - Flat Nose  
HC1 - Steel Hard Core Mass  
Mass 3.7±0.1g HRC 63+

PB - Pointed Bullet  
RN - Round Nose  
SC - Soft Core (Lead)  
SCP1 - Soft Core (Lead) &  
Steel Penetrator SS109

1) Full Steel Jacket Plated  
2) Full Steel Jacket

\* Twisted Length 178 mm ± 10 mm  
\*\* Twisted Length 254 mm ± 10 mm

\*\*\* All Armor is protected from multiple (3) shots \*\*\*

## 5.0 Vehicle Options List

| Options Available (In Addition To Standard Armoring)                                                             |
|------------------------------------------------------------------------------------------------------------------|
| Rear Half Box w/ Pass thru & Exit door at rear ( includes 3 gun ports with view glasses)                         |
| Turret with 6 Pieces of glass + Bearing mount                                                                    |
| Rear half box & turret combo (includes Half Box and Turret as above)                                             |
| Rear Full Box w/ Pass thru & Exit door at rear ( includes 6 gun ports with view glasses)                         |
| Rear Full Box & turret combo (includes Full Box and Turret as above)                                             |
| PKM Gun Mount                                                                                                    |
| Roof Escape Hatch                                                                                                |
| Rear Box A/C                                                                                                     |
| Custom Heavy Duty Front bumper                                                                                   |
| Radiator Protection, (front & side protection, air intake scoop and additional fan added)                        |
| Heavy Duty Radiator protection combo (Front bumper + Radiator protection as above)                               |
| Custom Heavy Duty Rear Bumper                                                                                    |
| Electric Winch with remote control 9,000lbs Capacity                                                             |
| Electric Winch with remote control 12,000lbs Capacity                                                            |
| Electric Winch with remote control 16,500lbs Capacity                                                            |
| Pass through window installed on rear bulkhead (standard bulkhead has fixed glass)                               |
| Standard IAG Gun-Port (hidden gun-port) Installed In Metallic Portions                                           |
| IAG Gun-Port Installed In Metal Frame on Glass Portions (Requires flat glass)                                    |
| Advanced IAG Oval Glass Gun-Port Installed In Glass Portions (Requires thicker flat glass)                       |
| Care Package (5 ton Jack, Tow Rope, Warning Triangles, Handheld Fire Extinguisher, First Aid) (Standard feature) |
| Wire Mesh Tailpipe Protection (Standard feature)                                                                 |
| Fuel Tank Protection (Blast protection all around) (Standard feature)                                            |
| Fuel Tank Protection (Ballistic protection sides and blast protection underneath)                                |
| Brake Upgrade 1 (Slotted Rotors) (Standard feature)                                                              |
| Advanced Upgraded Suspension (Slotted Rotors, Heavy Duty Coils, Heavy duty Rubber Springs and Heavy Duty Leafs)  |
| 19.5" Heavy Duty tire, rim & run flat combo                                                                      |
| 1-way PA (Public Address) system with siren(Required For Strobe Lights)                                          |
| 2-way PA (Public Address) system with siren(Required For Strobe Lights)                                          |
| Spot Light With Front + Rear Strobe Lights Package (Requires PA System)                                          |
| Strobe Light (Each Available In Red Or Blue) (Requires PA System)                                                |
| Warning Rotating Beacon                                                                                          |
| Fire Suppression System                                                                                          |
| Codan NGT HF Communication Package                                                                               |
| Motorola GM 360 VHF system                                                                                       |
| Bomb Detector System                                                                                             |
| Optima Shock Resistant Battery                                                                                   |
| Selectable 1+1+Both Dual Battery Switch with Off Position (Kill Switch)                                          |



Rear half box & turret combo with gun mount



Blue and red flashing strobe lights



Control unit for Motorola VHF system installed on the dash



Full box with pass through window and rear exit



Heavy Duty Custom Front Ram Bumper with Electric Winch

## **6.0 Warranty**

International Armored Group warrants any armor related items installed, and conversion related custom workmanship, for one year, or 20,000kms. (12,500 miles), whichever comes first; any suspected warranty related work must first be confirmed as being necessary by means of technical consultation with a representative of International Armored Group. Technical consultation regarding any repairs or malfunctions is available by telephone during our normal operating hours.

Warranty work to be directly covered by International Armored Group shall be performed locally only after assessment and authorization by International Armored Group. International Armored Group shall, upon consultation and approval, make payment for any/all repairs deemed to be of a reasonable nature by our management and engineering department.

International Armored Group does not cover any OEM vehicle parts and components that have not been modified or preformed work on during the armoring process. Such parts and components are the sole responsibility of the client and the vehicle OEM.

International Armored Group assumes no responsibility for damages incurred through vehicle misuse or abuse, negligence, accidental damage, or any unauthorized modifications or alterations made to the vehicle following delivery of the vehicle to the client. Under the terms of this limited warranty, International Armored Group. shall in no way be held liable for any incidental or consequential damages arising from loss of use or time, inconvenience, or commercial loss resulting from the need for warranty work. This warranty covers the repair and/or replacement of warranty related items only, and any non-warranty related additional costs incurred remain the responsibility of the client.

Accessories not directly related to the armoring process (winches, lighting, shields, etc.) shall be covered by the warranties of their respective manufacturers, and are not included in the warranty coverage provided by this agreement. However, although International Armored Group does not warrant these items directly in any way, we do agree to offer any reasonable assistance in obtaining servicing from their companies of origin. Should there be any undue difficulties with obtaining servicing of these accessories; International Armored Group will also agree to replace them for the client at our current wholesale cost price. The client shall remain responsible for any/all shipping and handling fees or incidental costs associated with the replacement of such items, as well as the aforementioned replacement cost.



# CITY OF PLYMOUTH

## RESOLUTION No. 2025-091

### RESOLUTION APPROVING A GRANT AGREEMENT WITH THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY FOR THE PROJECT URBAN AREA SECURITY INITIATIVE (UASI) GRANT

WHEREAS, the Minnesota Department of Public Safety, Office of Traffic Safety, has established the Urban Area Security Initiative, which enables police departments to procure resources to aid in combating extreme violence and terrorism; and

WHEREAS, the City of Plymouth has identified a need for specialized equipment designed to increase safety for officers and the public during high-risk incidents; and

WHEREAS, the grant request for funding to purchase a specialized utility rescue vehicle was approved; and

WHEREAS, \$150,000 was awarded to the City of Plymouth by the Minnesota Department of Public Safety, Department of Homeland Security and Emergency Management.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the grant agreement with the Minnesota Department of Public Safety, Department of Homeland Security and Emergency Management is approved and the Mayor and City Manager are authorized to execute said agreement.

APPROVED by the City Council on this 25th day of March, 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 March 25, 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