

**CITY OF PLYMOUTH
AGENDA
Regular City Council
Council Chambers
3400 Plymouth Boulevard, Plymouth, MN
April 22, 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.
- 4. PRESENTATIONS AND PUBLIC INFORMATION ANNOUNCEMENTS**
- 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. April 8 Special
 2. April 8 Regular
 - 6.2** Approve disbursements
 1. Invoice Expense Distribution
 2. City Council Resolution 2025-112
 - 6.3** Approve final closeout for the 2023 Vicksburg Landscaping Project (ST230006)
 1. Location Map
 2. Payment 9 & Final
 3. City Council Resolution 2025-113
 - 6.4** Approve final closeout for the Gleason Lake Drive Improvements Project (ST239001)
 1. Location Map
 2. Payment 11 & Final
 3. City Council Resolution 2025-114

- 6.5** Approve final closeout for County Road 47 (Chankahda Trail) Reconstruction Project - Phase 1 (ST220001)
1. Location Map
 2. Payment 12 & Final
 3. City Council Resolution 2025-115
- 6.6** Approve wetland replacement plan application for the Chankahda Trail Reconstruction - Phase 3 Project (ST240002)
1. Wetland Impact Map
 2. Wetland Mitigation Table
 3. City Council Resolution 2025-116
- 6.7** Accept donations from Plymouth Lions Club and Joanne Linder
1. City Council Resolution 2025-117
- 6.8** Accept the donation of a treadmill from Torque Fitness USA
1. City Council Resolution 2025-118
- 6.9** Approve SpryPoint (utility billing) ERP contract
1. SpryPoint Master Service Agreement (MSA)
 2. SpryPoint Statement of Work (SOW)
 3. City Council Resolution 2025-119
- 6.10** Approve Cooperative Agreement and Sub Grant Agreement for the Plymouth Creek Stream Restoration - Dunkirk to PIC Project (WR250001)
1. Location Map
 2. BCWMC Plymouth Creek Stream Restoration Agreement
 3. BCWMC Plymouth Creek Stream Restoration Sub-Grant Agreement
 4. Agreement Appendix A
 5. Sub Grant Agreement Exhibits
 6. City Council Resolution 2025-120
- 6.11** Approve tobacco license application of Freedom Team LLC d/b/a Wandering Spirits, 3435 Highway 169 North #B
1. City Council Resolution 2025-121
- 6.12** Approve hot mix asphalt prices for 2025
1. Bid Tabulation
 2. City Council Resolution 2025-122
- 6.13** Approve encroachment agreement for a retaining wall within easement areas at Outlot A, Harrison Place on Bass Creek
1. Location Map
 2. Survey
 3. Encroachment Agreement

4. City Council Resolution 2025-123

6.14 Award contract and approve supplemental agreement for the Hamel Road Extension Project (ST170002)

1. Location Map
2. Bid Tabulation
3. Award of Bid Recommendation
4. Assessment Roll & Map
5. Park Nicollet Assessment Waiver Agreement
6. Supplemental Agreement
7. City Council Resolution 2025-124

7. PUBLIC HEARINGS

7.1 Public hearing on off-sale intoxicating liquor license application of Freedom Team LLC d/b/a Wandering Spirits, 3435 Highway 169 North #B

1. Buffer and Distance Map
2. Property Owners within 500'
3. City Council Resolution 2025-125

7.2 Public hearing on the on-sale intoxicating liquor license application with Sunday sales of Fuego Mexican Restaurant LLC, 10100 6th Avenue North #102

1. Location Map
2. Property Owners within 500'
3. City Council Resolution 2025-126

7.3 Public hearing on vacation of drainage and utility easements on Lots 4 and 5, Block Two, Humphrey Estates and Lot 1, Block One, Sycamore Woods

1. Location Map
2. Survey
3. Parcel Division Form
4. New Easement (470 Sycamore Cir)
5. New Easement (490 Sycamore Cir)
6. City Council Resolution 2025-127

7.4 Public improvement and assessment hearing and award contract for the 2025 Street Rehabilitation Project (ST259002)

1. Location Maps
2. Bid Abstract
3. Award Recommendation Letter
4. Assessment Roll & Maps
5. Supplemental Agreement
6. City Council Resolution 2025-128

7. City Council Resolution 2025-129
8. City Council Resolution 2025-130

8. 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)

1. City Council Minutes 03-13-2025
2. Planning Commission Minutes 02-19-2025
3. Planning Commission Staff Report
4. Section 21465 - C-3 Highway Commercial
5. Zoning Map - C-2 C-3 and C-4 Properties
6. Zoning Map - C-3 Properties
7. Tobacco License Survey
8. 2025 Tobacco Licenses - C-3 Properties
9. 2025 Tobacco Licenses - C-2 & C-4 Properties
10. 2024 Tobacco Compliance Report
11. Application
12. ZOTA Responses
13. Ordinance (Not Approved)
14. Resolution - Findings of Fact - Approve (Not Approved)
15. Resolution - Summary Publication (Not Approved)
16. City Council Resolution 2025-131

8.2 Approve city issued proclamation policy

1. Current Proclamation Guidelines
2. Current Proclamations by Year
3. Minnetonka Policy
4. Edina Policy
5. Plymouth Proclamation Policy
6. City Council Resolution 2025-132

9. REPORTS AND STAFF RECOMMENDATIONS

10. ADJOURNMENT



To: Dave Callister, City Manager

Prepared by: Jodi Gallup, City Clerk

Reviewed by: Maria Solano, Deputy City Manager

Item: **Adopt proposed minutes**

1. Action Requested:

Adopt minutes.

2. Background:

Not applicable.

3. Budget Impact:

Not applicable.

4. Attachments:

1. April 8 Special
2. April 8 Regular

Proposed Minutes Special Council Meeting April 8, 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 April 8, 2025.

PLYMOUTH COUNCIL PRESENT: Mayor Wosje, Councilmembers Spoonheim, Gregor, Pointner, Peterson, Aldrich, and Nelson. Councilmember Gregor participated via interactive technology pursuant to State Statute 13D.02.

PLYMOUTH COUNCIL ABSENT: None.

PLYMOUTH STAFF PRESENT: Deputy City Manager Solano, Parks and Recreation Director Tomlinson, Finance Director Rich, Human Resources Director Timpone, Fire Chief Coppa, Public Works Director Thompson, Community and Economic Development Director Fernelius, Parks and Forestry Manager Swartzter, Management Intern Nissen, and City Clerk/Administrative Coordinator Gallup.

Yard waste site management discussion

Parks and Recreation Director Tomlinson provided background information on the city's yard waste site management.

Gino Petera and Frank Petera from Gertens discussed an option to relocate the site and partner with the city to operate the yard waste site management.

Council asked questions, provided feedback, and directed staff to provide additional information on funding.

Set future study sessions

The following meeting changed and study sessions were scheduled:

- Review special assessment policy on May 27 at 5 p.m.
- Hold land use training on June 10 at 6 p.m.
- Work with the Metropolitan Council to schedule a meeting to learn more about the Metropolitan Council Housing Study update and receive clarity on Nexus Study
- Cancelled the July 8 regular council meeting

Adjournment

Mayor Wosje adjourned the meeting at 6:53 p.m.

Jodi M. Gallup, City Clerk/Administrative Coordinator

Proposed Minutes Regular City Council Meeting April 8, 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 April 8, 2025.

COUNCIL PRESENT: Mayor Wosje, Councilmembers Spoonheim, Gregor, Pointner, Peterson, Aldrich, and Nelson. Councilmember Gregor participated via interactive technology pursuant to State Statute 13D.02.

COUNCIL ABSENT: None.

STAFF PRESENT: Deputy City Manager Solano, Fire Chief Coppa, Public Works Director Thompson, Community and Economic Development Director Fernelius, Parks and Recreation Manager Tomlinson, Finance Director Rich, Human Resources Director Timpone, Planning Manager Sommers, City Engineer/Deputy Public Works Director Payne, Housing Manager Schmidt, Assistant City Engineer Shamla, Police Captain Reed, City Attorney Mattick, Management Intern Nissen, and City Clerk/Administrative Coordinator Gallup.

Plymouth Forum

There were no speakers at the Plymouth forum.

Presentations and Public Information Announcements

There were no presentations and public information announcements.

Approval of Agenda

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

Consent Agenda

Councilmember Aldrich requested item No. 6.4 be removed from Consent Agenda and placed under General Business as No. 8.3.

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

- (6.1) Council minutes from special and regular meeting of March 25, 2025.
- (6.2) Resolution approving disbursements ending March 28, 2025 (Res2025-092).

(6.3) Resolution awarding contract and approving supplemental agreement for Chankahda Trail Reconstruction Project – Phase 3 (ST240002) (Res2025-093), Resolution approving grant agreement with the State of Minnesota for the Chankahda Trail Reconstruction Project – Phase 3 (ST240002) (Res2025-094), Resolution approving grant agreement with the State of Minnesota for the Chankahda Trail Reconstruction Project – Phase 3 (ST240002) (Res2025-095).

(6.4) (This item was removed from the Consent Agenda and placed under General Business as item No. 8.3).

(6.5) Resolution approving the filling of wetlands and the wetland replacement plan application for the Plymouth Ice Center Rear Parking Lot, Culvert Extension and Trail Project (SRP202201) SW ¼ section 16, T118N, R22W (Res2025-096).

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

(6.7) Resolution approving tobacco license application of Plymouth outlet Plus LLC d/b/a Plymouth tobacco and cigar, 4130 Berkshire Lane North, Suite E (Res2025-097).

(6.8) Resolution approving the submission of program years 2025-2029 Community Development Block Grant Consolidated Plan (Res2025-098), Resolution approving the application and allocation of program year 2025 Community Development Block Grant Program funds (Res2025-099), Resolution to adopt the City of Plymouth Participation Plan (Res2025-100).

(6.9) Resolution accepting donation from anonymous donor (Res2025-101).

(6.10) Resolution approving purchase of three utility trucks for maintenance operations (Res2025-102).

(6.11) Resolution approving rock salt purchases through the State of Minnesota Cooperative Purchasing Venture (Res2025-103).

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

Public Hearings

(7.1) Public improvement and assessment hearing, and award of contract for the 36th Avenue Rehabilitation Project (ST250002)

Deputy Public Works Director/City Engineer Payne presented this item and described the pavement reclamation, intersection realignment, layout modifications, regional trail improvements, utility improvements, water quality improvements, and school access site improvements. He reviewed the city's assessment policy, construction costs, project outreach and communication options, and project schedule.

In response to questions from the City Council, Deputy Public Works Director/City Engineer Payne provided the following information:

- Additional communications and outreach are unique to this project
- School access will remain open, and will coordinate with the school and the city's park and recreation department to assist during the summer construction season
- Potential alternate traffic routes during off-peak school times
- Intersection would not meet the criteria for traffic lights

Mayor Wosje opened the public hearing.

Michael Swanson, 4235 Trenton Lane N., expressed his concern regarding a requested right turn lane on 36th Avenue.

Gordon Doshier, 3605 Union Terrace Lane N., expressed his concern regarding increased high school traffic and additional parking on side streets.

Jennifer Ellison, 3562 Pilgrim Lane N., suggested changing the parent pick-up location at the middle school to the area by the tennis courts.

Mayor Wosje closed the public hearing.

After public comment, Deputy Public Works Director/City Engineer Payne and Public Works Director Thompson provided the following information:

- An additional right turn lane on 36th Avenue would require an additional easement, and there was not enough room to create the turn lane
- Proposed improvements will help with congestion during peak school times and will contain a center and left turn lanes
- Did research on other viable options for middle school pick-up and noted that the proposed improvements will pull some traffic off of 36th Avenue to help with pick-up times
- The city is working through an acquisition process with the HOA to come up with an agreement regarding compensation for the removed trees.

Motion was made by Councilmember Pointner, and seconded by Councilmember Aldrich, to adopt Resolution ordering improvement for the 36th Avenue Rehabilitation Project (ST250002) (Res2025-104), Resolution adopting assessments for the 36th Avenue Rehabilitation Project (ST250002) (Res2025-105), and Resolution awarding contract and approving supplemental agreement for the 36th Avenue Rehabilitation Project (ST250002) (Res2025-106). With all members voting in favor, by roll call vote, the motion carried.

General Business

(8.1) Adopt rezoning, conditional use permit, variances, and preliminary plat for Sunset Bluff Subdivision located at 5995, 6045, and 6105 Vicksburg Lane (Ron Clark Construction –2025005)

Planning Manager Sommers presented this item. She provided a summary of the application, noted the proposal is for 38 villa-style units, and that staff recommends approval of all resolutions.

Public Works Director Thompson stated the drainage issue behind the proposed area is currently in the process of change. Planning Manager Sommers clarified the 100-foot tree buffer and stated there would be protective tree fencing during construction.

Matthew Froemming, 16155 Chankahda Trail, expressed his concern regarding the preservation of animal habitats.

Paul Wardell, 16395 Chankahda Trail, also expressed his concern regarding the preservation of wildlife and trees. He offered his help in planting trees to enhance the buffer zone.

Planning Manager Sommers clarified that the 100-foot buffer is required and that there is a tree restitution included with the project. She defined the term “wetland buffer” and stated that it is a protected natural area.

Public Works Director Thompson provided information on north and southbound traffic access points and added that docks would not be allowed. He stated that adjusting the buffer to allow for planted trees could be problematic for the wetlands.

Motion was made by Councilmember Pointner, and seconded by Councilmember Nelson, to adopt Ordinance amending chapter 21 (zoning ordinance) of the city code to reclassify certain land located at 5995, 6045, and 6105 Vicksburg Lane (2025005) (Ord2025-04), Resolution approving findings of fact for a rezoning of the properties at 5995, 6045, and 6105 Vicksburg Lane (2025005) (Res2025-107), Resolution approving rezoning, conditional use permit, variances, and preliminary plat for Ron Clark Construction, for “Sunset Bluff Subdivision” located at 5995, 6045, and 6105 Vicksburg Lane (2025005) (Res2025-108), and Resolution approving summary publication of Ordinance No. 2025-04 (Res2025-109). With all members voting in favor by roll call vote, the motion carried.

(8.2) Approve Bring it Home Program RFP application

Housing Manager Schmidt presented this item and provided background information on the Bring it Home Program. He stated that housing priority is given to households with children under 18. He also provided a program timeline, financial considerations, estimated start-up and continued costs, and options for the number of vouchers to be requested.

In response to questions from the City Council, Housing Manager Schmidt and Community and Economic Development Director Fernelius provided the following information:

- An increase in the number of vouchers will not change staffing
- Adequate funds to cover the administrative costs
- Program fees would be provided by MN Housing
- Reevaluate the program after the two-year grant cycle if needed
- Long-term plan is to integrate staffing structure into daily HRA duties
- 65 vouchers are the target number

Motion was made by Councilmember Spoonheim, and seconded by Councilmember Peterson, to adopt Resolution approving an application for the Bring It Home Program (Res2025-110). With all members voting in favor, by roll call vote, the motion carried.

(8.3) (previously Consent Agenda Item 6.4) Approve appointment to the Planning Commission

Councilmember Aldrich requested that this item be pulled from the consent agenda to create transparency regarding the newest member of the Planning Commission's familial relationship to Councilmember Spoonheim.

Mayor Wosje explained the interview process for new incoming commission members.

Motion was made by Councilmember Aldrich, and seconded by Councilmember Pointner, to adopt Resolution approving vacant term on Planning Commission. (Res2025-111). With all members voting in favor by roll call vote, the motion carried.

Reports and Staff Recommendations

There were no reports or staff recommendations.

Adjournment

Mayor Wosje adjourned the regular meeting at 8:37 p.m.

Jodi Gallup, City Clerk/Administrative Coordinator

To: Dave Callister, City Manager

Prepared by: Tammy Geurkink, Accounting Specialist

Reviewed by: Andrea Rich, Finance Director

Item: **Approve disbursements**

1. Action Requested:

Adopt resolution approving disbursements.

2. Background:

Attached are lists of city fund disbursements for the period ending 4/11/2025.

3. Budget Impact:

Not applicable.

4. Attachments:

1. Invoice Expense Distribution
2. City Council Resolution 2025-112

Invoice Expense Distribution for Period Ended 4/11/25 Council Meeting 4/22/25

FUND	100	General Fund	250,514.32
	200	Recreation Fund	59,310.50
	210	Parker's Lake Cemetery Maint	0.00
	215	Destination Marketing Org Fund	7,003.45
	220	Transit System Fund	5,009.83
	234	Economic Development Fund	0.00
	240	Lawful Gambling	1,250.00
	250	Comm Dev Block Grant Fund	23,388.87
	254	HRA Section 8 Fund	1,544.13
	254	HAP Check Summary	368,924.57
	258	HRA General Fund	3,485.62
	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	257,178.50
	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	486,142.51
	417	Project Warranty Repairs	0.00
	418	Utility Trunk System Expansion	2,117.00
	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	242,589.92
	510	Water Resources Fund	306,427.77
	520	Sewer Fund	22,860.28
	530	Solid Waste Management Fund	0.00
	540	Ice Center Fund	71,699.29
	550	Field House Fund	8,534.71
	600	Central Equipment Fund	101,077.19
	610	Public Facilities Fund	102,176.99
	620	Information Technology Fund	571,173.89
	630	Risk Management Fund	821,213.44
	640	Employee Benefits Fund	398,289.23
	660	Resource Planning	384,133.22
	700	Parkers's Lake Cemetery	0.00
	800	Investment Trust Fund	0.00
	850	Plymouth Town Square	0.00
	851	Vicksburg Crossing	0.00

Total Invoice Expense Distribution:

4,496,045.23

CITY OF PLYMOUTH

RESOLUTION No. 2025-112

RESOLUTION APPROVING DISBURSEMENTS ENDING APRIL 11, 2025

WHEREAS, a list of disbursements for the period ending April 11, 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	\$ 346,476.97
Construction & Debt Service	\$ 745,438.01
Enterprise & Internal Service	\$ 3,030,175.93
Housing Redevelopment	<u>\$ 5,029.75</u>
Check Register Total	\$ 4,127,120.66

US Bank – Housing Assistance Payments

Housing & Redevelopment Authority	<u>\$ 368,924.57</u>
	\$ 368,924.57

GRAND TOTAL FOR ALL FUNDS \$4,496,045.23

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

EFT	38,252.67
Check (#174179-174570)	4,088,867.99
Total	\$ 4,127,120.66

APPROVED by the City Council on this 22nd day of April, 2025.

To: Dave Callister, City Manager

Prepared by: Michael Payne, City Engineer/Deputy Public Works Director

Reviewed by: Michael Thompson, Public Works Director

Item: **Approve final closeout for the 2023 Vicksburg Landscaping Project (ST230006)**

1. Action Requested:

Adopt attached resolution approving final closeout for the 2023 Vicksburg Landscaping Project (ST230006).

2. Background:

This project included landscaping, irrigation, lighting, decorative panels, and place-making monuments within the right-of-way on Vicksburg Lane from Highway 55 to Old Rockford Road. The improvements of this project followed the roadway improvements. The work has been completed and certified as meeting project specifications by the city engineer. Any warranty items that arise will be completed as necessary throughout the remainder of the two-year warranty period.

3. Budget Impact:

Council previously approved a budget of \$1,080,000 for this project. At project completion, the total project cost was \$998,266.32, which includes the improvements (\$817,607.65) and engineering and administration (\$180,658.67). The project is funded from surplus funds (\$800,000), the Street Reconstruction Fund (\$122,066.32), and the Tree Preservation Fund (\$76,200).

4. Attachments:

1. Location Map
2. Payment 9 & Final
3. Resolution



2023 Vicksburg Lane Landscaping Improvements (ST230006)





Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

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

February 18, 2025

Mr. Tony Miller, P.E.
Engineering Project Manager
City of Plymouth
3400 Plymouth Blvd
Plymouth, MN 55447

Re: Final Payment / Project Acceptance
2023 Vicksburg Lane Landscaping Project
City of Plymouth, Minnesota
Project No. ST230006

Dear Mr. Miller:

All work associated with the above-referenced project has been completed and all items identified on the punch list, prepared by the City and Bolton & Menk, have been addressed. We recommend the City accept the project as complete and make final payment to Peterson Companies, Inc. to close out the project.

Enclosed, please find an electronic copy of the ninth and final Pay Estimate for the above-referenced project. Also enclosed is a copy of Consent of Surety, IC-134 forms and lien waiver forms as required for project close-out.

Please sign the pay estimate, keep a copy for your files, return one signed copy to me for Bolton & Menk's files, and a signed copy to Peterson Companies, Inc. along with payment.

Please call if you have any questions regarding this recommendation or the enclosed pay estimate.

Sincerely,

Bolton & Menk, Inc.

Mike Waltman, PE (MN)
Municipal Group Leader | Principal

Enclosures



2023 Vicksburg Lane Landscaping Improvements
Pay Voucher 9 (& FINAL)

City of Plymouth	Peterson Companies, Inc.
Project #: ST230006	8326 Wyoming Trail
PO #: 2023-859	Chisago City, 55013
Original Contract Amount:	\$ 836,427.65
Contract Changes:	
Revised Contract Amount:	\$ 836,427.65
Value Completed to Date:	\$ 817,607.65
Material on Hand:	\$ -
Amount Earned:	\$ 817,607.65
Less Retainage: 0%	\$ -
Less Liquidated Damages:	\$ -
Sub-Total:	\$ 817,607.65
Less Amount Paid Previously:	\$ 776,727.27
Amount Due This Pay Voucher:	\$ 40,880.38
Percent Complete	97.75%

Payment Summary:

PV #	Up Through Date	Work Certified Via PV	Retainage in PV	Amount Paid in PV
1	6/30/2023	\$ 33,430.00	\$ 1,671.50	\$ 31,758.50
2	7/31/2023	\$ 124,578.00	\$ 4,557.40	\$ 86,590.60
3	8/30/2023	\$ 124,531.00	\$ 7,898.05	\$ 150,062.95
4	9/29/2023	\$ 132,540.00	\$ 6,627.00	\$ 125,913.00
5	10/31/2023	\$ 95,581.25	\$ 4,779.06	\$ 90,802.19
6	1/10/2024	\$ 241,607.50	\$ 12,080.38	\$ 229,527.12
7	3/31/2024	\$ 35,447.50	\$ 1,772.37	\$ 33,675.13
8	6/30/2024	\$ 29,892.40	\$ 1,494.62	\$ 28,397.78
9	1/9/2025	\$ -	\$ (40,880.38)	\$ 40,880.38
		\$ 817,607.65	\$ -	\$ 817,607.65

This is to certify that the items of work shown in this Pay Voucher have been actually furnished and installed for the above referenced project and in accordance with the contract plans and specifications. Further the contractor and owner confirm that work completed to date is accurate and complete as of this Pay Voucher.

Recommended for Approval (ENGINEER)

By: Nick Walder

Date: 2/18/2025

Approved By: (CONTRACTOR)

By: [Signature]

Date: 1/14/2025

Approved By: (OWNER)

By: [Signature]

Date: 2/18/2025

Ok to Pay



2023 Vicksburg Lane Landscaping Improvements
City Project No. ST230006

Pay Voucher No. 9 & Final
Period: 6-30-2024 to 01-09-2025

ITEM NO.	MNDOT NO	DESCRIPTION	UNIT	BID UNIT PRICE	CONTRACT QUANTITY	QUANTITY THIS PERIOD	VALUE THIS PERIOD	QUANTITY TO DATE	VALUE TO DATE
BASE BID									
1	2021.501	MOBILIZATION	LUMP SUM	\$ 40,770.00	1		\$ -	1.00	\$ 40,770.00
2	2101.502	CLEARING	TREE	\$ 525.00	1		\$ -		\$ -
3	2101.502	GRUBBING	TREE	\$ 525.00	1		\$ -		\$ -
4	2104.502	REMOVE MONUMENT SIGN AND FOOTING	LUMP SUM	\$ 9,170.00	1		\$ -	1.00	\$ 9,170.00
5	2104.502	PLANT BED PREP	SQ YD	\$ 8.30	1883		\$ -	1,883.00	\$ 15,628.90
6	2104.502	IRRIGATION SYSTEM	LUMP SUM	\$ 87,990.00	1		\$ -	1.00	\$ 87,990.00
7	2104.503	ENTRY MONUMENT	EACH	\$ 242,750.00	1		\$ -	1.00	\$ 242,750.00
8	2104.503	MEDIAN MARKER	EACH	\$ 4,800.00	12		\$ -	12.00	\$ 57,600.00
9	2104.503	LIGHT COLUMN	EACH	\$ 1,100.00	8		\$ -	8.00	\$ 8,800.00
10	2104.503	HANDHOLE TYPE A	EACH	\$ 2,200.00	1		\$ -	1.00	\$ 2,200.00
11	2104.618	3/4" NON-METALLIC CONDUIT	LIN FT	\$ 11.00	840		\$ -	840.00	\$ 9,240.00
12	2104.502	ACCENT LIGHT TYPE A	EACH	\$ 1,705.00	12		\$ -	12.00	\$ 20,460.00
13	2104.502	ACCENT LIGHT TYPE B	EACH	\$ 1,650.00	8		\$ -	8.00	\$ 13,200.00
14	2104.503	DMX CONTROLLER & HEATED ENCLOSURE + PAD	EACH	\$ 23,650.00	1		\$ -	1.00	\$ 23,650.00
15	2104.503	DMX DISTRIBUTION KIT & ENCOSURE	EACH	\$ 14,300.00	1		\$ -	1.00	\$ 14,300.00
16	2104.503	WIRE 1/C #6 AWG	LIN FT	\$ 1.76	10750		\$ -	10,750.00	\$ 18,920.00
17	2104.503	WIRE DMX 5x16 AWG	LIN FT	\$ 2.20	2500		\$ -	2,500.00	\$ 5,500.00
18	2104.503	EXISTING CIRCUIT SPLICE	EACH	\$ 220.00	3		\$ -	3.00	\$ 660.00
19	2104.502	TRAFFIC CONTROL	LUMP SUM	\$ 38,900.00	1		\$ -	1.00	\$ 38,900.00
20	2104.503	UNDERSTORY TREE 6' HT.	EACH	\$ 548.00	3		\$ -	3.00	\$ 1,644.00
21	2104.503	UNDERSTORY TREE 1.5" CAL B&B	EACH	\$ 504.00	8		\$ -	8.00	\$ 4,032.00
22	2104.504	OVERSTORY TREE 2.5" CAL B&B	EACH	\$ 655.00	25		\$ -	26.00	\$ 17,030.00
23	2104.504	DECIDUOUS SHRUB NO 5 CONT	EACH	\$ 87.00	550		\$ -	550.00	\$ 47,850.00
24	2104.504	PERENNIAL NO 1 CONT	EACH	\$ 25.00	3158		\$ -	2,705.00	\$ 67,625.00
25	2104.504	PERENNIAL BULB	EACH	\$ 12.75	361		\$ -	361.00	\$ 4,602.75
26	2104.504	BOULEVARD TOPSOIL BORROW (PLANTINGS) (LV)	CU YD	\$ 90.00	150		\$ -	128.00	\$ 11,520.00
27	2104.518	TURF GRASS SOD	SQUARE	\$ 7.65	1800		\$ -	1,660.00	\$ 12,699.00
28	2104.504	STONE BLOCKS 18" X 18" X 18"	EACH	\$ 1,005.00	11		\$ -	11.00	\$ 11,055.00
29	2105.607	STONE BLOCKS 18"X 18" X 3'	EACH	\$ 1,445.00	6		\$ -	5.00	\$ 7,225.00
30	2105.607	OUTCROPPING BOULDER	TON	\$ 250.00	55		\$ -	55.00	\$ 13,750.00
31	2105.607	ADJUST HANDHOLE	EACH	\$ 600.00	8		\$ -	2.00	\$ 1,200.00
32	2105.607	INLET PROTECTION	EACH	\$ 332.00	20		\$ -	23.00	\$ 7,636.00

BASE BID TOTALS = \$ - \$ 817,607.65

TOTAL AMOUNT EARNED = \$ - \$ 817,607.65

RETAINAGE WITHHELD (0%) = \$ - \$ -

RETURN OF RETAINAGE = \$ 40,880.38

TOTAL PAYMENT AMOUNT = \$ 40,880.38 \$ 817,607.65

CITY OF PLYMOUTH

RESOLUTION No. 2025-113

RESOLUTION APPROVING FINAL CLOSEOUT FOR THE 2023 VICKSBURG LANE LANDSCAPING IMPROVEMENTS (ST230006)

WHEREAS, the City of Plymouth as the owner, and Peterson Companies as the contractor, have entered into an agreement for the 2023 Vicksburg Lane Landscaping Improvements. Said agreement was approved by the City Council on April 15, 2023; and

WHEREAS, the City Engineer has certified his acceptance of the work and his approval of the request for final payment.

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

1. That the original contract amount between the owner and the contractor was \$823,427.65 and the final contract amount is \$817,607.65, or 2.2% under the contract amount.
2. That the work performed by the contractor for the 2023 Vicksburg Lane Landscaping Improvements and certified to the council by the engineer as acceptable, being the same, is released from the contract except as to the conditions of the performance bond, any and all legal rights of the owner, required guarantees, and correction of faulty work after final payment.
3. The total project cost is \$998,266.32, which includes the improvements (\$817,607.65) and engineering and administration (\$180,658.67).

BE IT FURTHER RESOLVED:

1. The original funding for this project was from surplus funds (\$800,000.00), the Street Reconstruction Fund (\$203,800), and the Tree Preservation Fund (\$76,200).
2. That the funding for this project would be from surplus funds (\$800,000), the Street Reconstruction Fund (\$122,066.32), and the Tree Preservation Fund (\$76,200).

APPROVED by the City Council on this 22nd day of April, 2025.

To: Dave Callister, City Manager

Prepared by: Michael Payne, City Engineer/Deputy Public Works Director

Reviewed by: Michael Thompson, Public Works Director

Item: **Approve final closeout for the Gleason Lake Drive Improvements Project (ST239001)**

1. Action Requested:

Adopt attached resolution approving final closeout for the Gleason Lake Drive Improvements Project (ST239001).

2. Background:

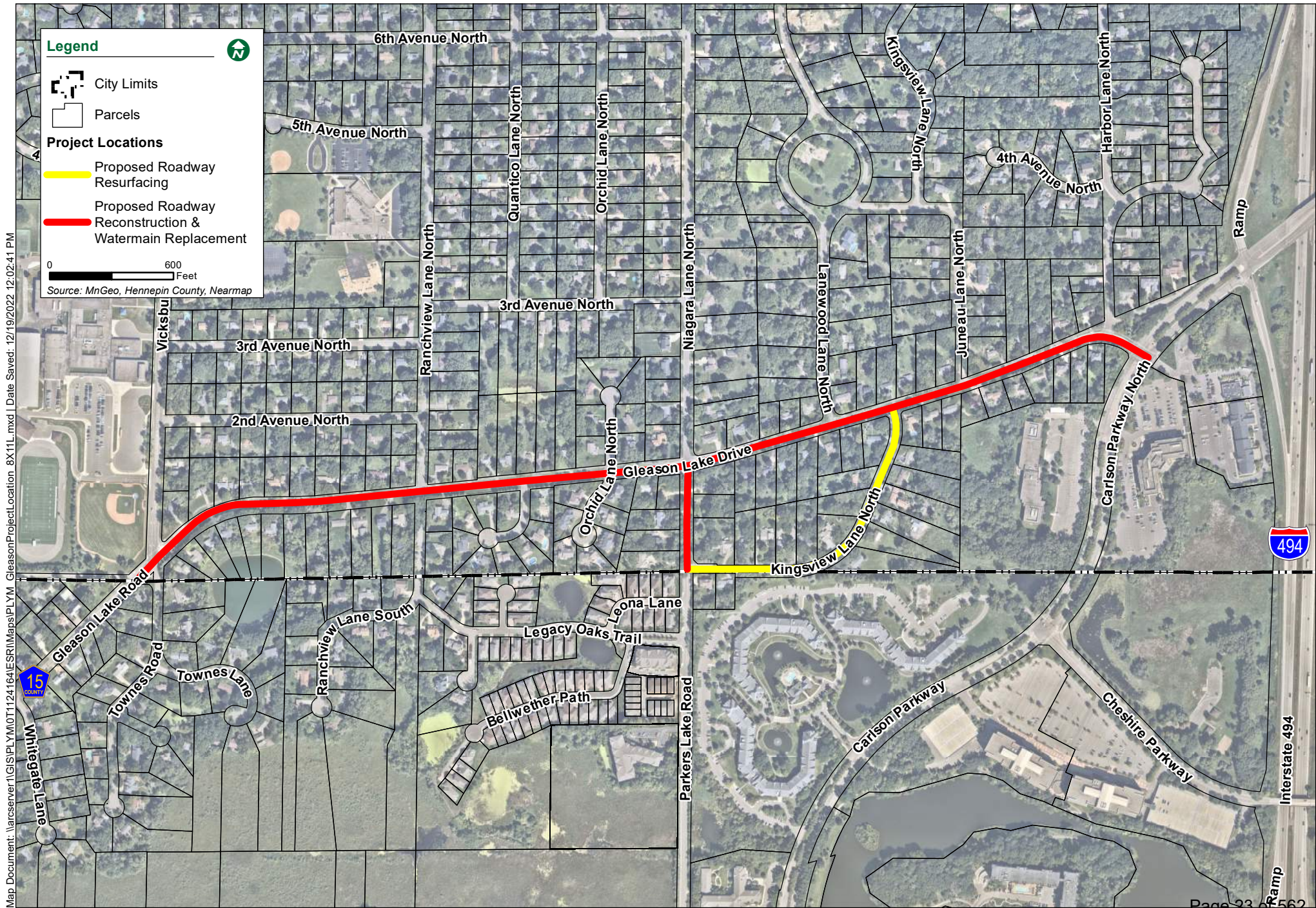
This project included improvements to Gleason Lake Drive and surrounding streets as shown on the attached map. Other improvements included replacement of water main, installation of storm sewer, trail improvements, and a roundabout at Vicksburg Lane and Gleason Lake Drive. Work on the project has been completed and certified as meeting project specifications by the city engineer. Warranty items that arise will be completed as necessary through the remainder of the two-year warranty period.

3. Budget Impact:

Council previously approved a budget of \$6,753,300.09 plus changes orders amounting to \$521,234.97 for a total project cost of \$7,274,535.06. At completion, the total project cost was \$7,215,142.13 which includes the improvements (\$6,163,068.69), engineering and administration (\$943,303.20), intersection lighting (\$63,720.24), and easement acquisition (\$45,050). The project is funded from the Street Reconstruction Fund (\$3,946,812.63), the Water Fund (\$1,604,350.36), special assessments (\$790,039.26), the Park Replacement Fund (\$245,763.33), the Sewer Fund (\$106,801.38), the Water Resources Fund (\$100,000), the Park Dedication Fund (\$59,503.82), Hennepin County (\$253,946.88), and the City of Minnetonka (\$107,924.47).

4. Attachments:

1. Location Map
2. Payment 11 & Final
3. City Council Resolution 2025-114





City of
Plymouth

2023 Gleason Lake Drive Improvements Project
Pay Voucher 11 & Final

City of Plymouth
Project #: ST239001
PO #: 2023-662

Kuechle Underground Inc.
10998 State Highway 55, PO Box 509
Kimball, MN 55353

Original Contract Amount:	\$	5,532,983.21
Contract Changes:	\$	543,110.81
Revised Contract Amount:	\$	6,076,094.02

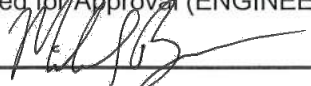
Value Completed to Date:	\$	6,163,068.69
Material on Hand:	\$	-
Amount Earned:	\$	6,163,068.69
Less Retainage: <u>0%</u>	\$	-
Less Liquidated Damages:	\$	-
Sub-Total:	\$	6,163,068.69
Less Amount Paid Previously:	\$	5,275,917.02
Amount Due This Pay Voucher:	\$	887,151.67
<i>Percent Complete</i>		<i>101.43%</i>

Payment Summary:

PV #	Up Through Date	Work Certified Via PV	Retainage in PV	Amount Paid in PV
1	6/2/2022	\$ 603,547.91	\$ 30,177.40	\$ 573,370.51
2	6/30/2023	\$ 1,251,589.90	\$ 62,579.49	\$ 1,189,010.41
3	8/1/2023	\$ 682,786.68	\$ 34,139.33	\$ 648,647.35
4	9/1/2023	\$ 965,061.70	\$ 48,253.09	\$ 916,808.61
5	9/29/2023	\$ 706,731.23	\$ 35,336.56	\$ 671,394.67
6	11/3/2023	\$ 746,501.50	\$ 193,325.08	\$ 553,176.42
7	11/30/2023	\$ 469,225.39	\$ 90,961.26	\$ 378,264.13
8	12/31/2023	\$ 6,520.00	\$ 2,826.00	\$ 3,694.00
9	5/17/2024	\$ 129,324.86	\$ 6,466.24	\$ 122,858.62
10	7/9/2024	\$ 195,697.72	\$ 199,456.97	\$ (3,759.25)
	Retainage Adjustment		\$ (222,451.55)	\$ 222,451.55
11	12/27/2024	\$ 406,081.80	\$ -	\$ 406,081.80
	Retainage Adjustment		\$ (481,069.87)	\$ 481,069.87
		\$ 6,163,068.69	\$ -	\$ 6,163,068.69

This is to certify that the items of work shown in this Pay Voucher have been actually furnished and installed for the above referenced project and in accordance with the contract plans and specifications. Further the contractor and owner confirm that work completed to date is accurate and complete as of this Pay Voucher.

Recommended for Approval (ENGINEER)

By: 

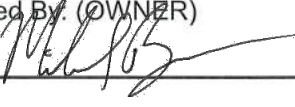
Date: 1/22/2025

Approved By: (CONTRACTOR)

By: 

Date: 1-8-2025

Approved By: (OWNER)

By: 

Date: 1/22/2025

Ok to Pay



2023 Gleason Lake Drive Improvements Project

City Project No. ST239001

Pay Voucher No. 11 & Final
Period: 7-10-2024 to 12-27-2024

ITEM NO.	MNDOT NO	DESCRIPTION	UNIT	BID UNIT PRICE	CONTRACT QUANTITY	QUANTITY THIS PERIOD	VALUE THIS PERIOD	QUANTITY TO DATE	VALUE TO DATE
BASE BID									
1	2021.501	MOBILIZATION	LUMP SUM	\$ 42,000.00	1		\$ -	1.00	\$ 42,000.00
2	2101.502	CLEARING	EACH	\$ 200.00	115		\$ -	154.00	\$ 30,800.00
3	2101.502	GRUBBING	EACH	\$ 75.00	115		\$ -	158.00	\$ 11,850.00
4	2104.502	SALVAGE MAILBOX	EACH	\$ 50.00	61		\$ -	64.00	\$ 3,200.00
5	2104.502	SALVAGE SIGN	EACH	\$ 25.00	11		\$ -	17.00	\$ 425.00
6	2104.502	REMOVE SIGN PANEL	EACH	\$ 25.00	119		\$ -	128.00	\$ 3,200.00
7	2104.502	REMOVE HYDRANT	EACH	\$ 370.00	10		\$ -	10.00	\$ 3,700.00
8	2104.503	REMOVE WATERMAIN	LIN FT	\$ 9.00	2,104		\$ -	946.00	\$ 8,514.00
9	2104.503	ABANDON WATERMAIN	LIN FT	\$ 8.00	4,137		\$ -	4,804.00	\$ 38,432.00
10	2104.503	REMOVE RETAINING WALL (BOULDERS)	LIN FT	\$ 50.00	26		\$ -	26.00	\$ 1,300.00
11	2104.503	SALVAGE RETAINING WALL (BOULDERS)	LIN FT	\$ 45.00	10		\$ -	10.00	\$ 450.00
12	2104.618	SALVAGE CONCRETE BLOCK RETAINING WALL	SQ FT	\$ 15.00	113		\$ -	113.00	\$ 1,695.00
13	2104.502	REMOVE PIPE APRON	EACH	\$ 240.00	3		\$ -	10.00	\$ 2,400.00
14	2104.502	REMOVE SIGN POST	EACH	\$ 25.00	71		\$ -	72.00	\$ 1,800.00
15	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$ 3.00	251		\$ -	296.50	\$ 889.50
16	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	\$ 3.00	1,475		\$ -	1,489.00	\$ 4,467.00
17	2104.503	REMOVE CURB & GUTTER	LIN FT	\$ 3.00	3,848		\$ -	3,053.00	\$ 9,159.00
18	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	\$ 12.00	2,329		\$ -	1,842.00	\$ 22,104.00
19	2104.503	REMOVE PERFORATED PIPE (DRAINTILE)	LIN FT	\$ 3.00	343		\$ -	260.00	\$ 780.00
20	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	\$ 520.00	19		\$ -	17.00	\$ 8,840.00
21	2104.503	REMOVE STEEL CASING PIPE (STORM)	LIN FT	\$ 74.00	30		\$ -	30.00	\$ 2,220.00
22	2104.503	REMOVE STEEL CASING PIPE (WATERMAIN)	LIN FT	\$ 19.00	271		\$ -	213.00	\$ 4,047.00
23	2104.504	REMOVE CONCRETE MEDIAN	SQ YD	\$ 4.00	58		\$ -	65.00	\$ 260.00
24	2104.504	REMOVE CONCRETE WALK	SQ YD	\$ 4.00	249		\$ -	295.32	\$ 1,181.28
25	2104.504	REMOVE CONCRETE DRIVEWAYS PAVEMENT	SQ YD	\$ 4.00	475		\$ -	592.32	\$ 2,369.28
26	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$ 2.50	22,764		\$ -	22,796.82	\$ 56,992.04
27	2104.504	RECLAIM BITUMINOUS PAVEMENT (12" DEPTH) (P)	SQ YD	\$ 4.00	3,960		\$ -	3,960.00	\$ 15,840.00
28	2104.518	REMOVE BITUMINOUS WALK	SQ FT	\$ 0.50	31,945		\$ -	42,248.00	\$ 21,124.00
29	2104.504	REMOVE BITUMINOUS DRIVEWAYS PAVEMENT	SQ YD	\$ 3.00	2,570		\$ -	1,546.16	\$ 4,638.48
30	2105.607	COMMON EXCAVATION (P)	CU YD	\$ 20.00	28,045		\$ -	28,045.00	\$ 560,900.00
31	2105.607	SUBGRADE EXCAVATION (EV)	CU YD	\$ 20.00	1,339		\$ -	1,101.72	\$ 22,034.40
32	2105.607	STABILIZING AGGREGATE (3" CLEAR) (CV)	CU YD	\$ 47.00	1,207		\$ -	948.21	\$ 44,565.87
33	2105.609	SELECT GRANULAR BORROW	TON	\$ 17.00	15,252		\$ -	16,594.76	\$ 282,110.92
34	2108.504	GEOTEXTILE FABRIC TYPE 5	SQ YD	\$ 1.49	24,100		\$ -	23,730.64	\$ 35,358.65
35	2112.604	SUBGRADE PREPARATION (P)	SQ YD	\$ 2.00	3,960		\$ -	3,960.00	\$ 7,920.00
36	2221.509	AGGREGATE BASE CLASS 5	TON	\$ 19.00	9,895		\$ -	12,721.94	\$ 241,716.86
37	2221.509	CLASS 2 AGGREGATE SURFACING (GRAVEL DRIVEWAY)	TON	\$ 30.00	26		\$ -	18.24	\$ 547.20
38	2301.602	1.25" DOWEL BAR	EACH	\$ 30.00	382		\$ -	382.00	\$ 11,460.00
39	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$ 3.78	1,789		\$ -	1,141.80	\$ 4,316.00
40	2360.509	TYPE SP 12.5 WEAR COURSE MIX (SPWEB340C)	TON	\$ 90.00	5,130		\$ -	4,866.37	\$ 437,973.30
41	2360.509	TYPE SP 12.5 NON-WEAR COURSE MIX (SPNWB330C)	TON	\$ 102.00	327		\$ -	403.81	\$ 41,188.62
42	2360.509	TYPE SP 9.5 WEAR COURSE MIX (SPWEA240C)	TON	\$ 94.00	1,441		\$ -	1,329.87	\$ 125,007.78
43	2360.504	TYPE SP 9.5 WEAR COURSE MIX (2.B) 3.0" THICK	SQ YD	\$ 28.00	1,974		\$ -	2,037.00	\$ 57,036.00
44	2411.603	INSTALL RETAINING WALL (BOULDER)	LIN FT	\$ 67.00	10		\$ -	19.50	\$ 1,306.50
45	2411.618	PREFABRICATED MODULAR BLOCK RETAINING WALL	SQ FT	\$ 67.00	400		\$ -	579.00	\$ 38,793.00
46	2411.618	INSTALL CONCRETE BLOCK RETAINING WALL	SQ FT	\$ 27.00	113		\$ -	113.00	\$ 3,051.00
47	2501.602	CONSTRUCT BULKHEAD	EACH	\$ 590.00	1		\$ -	1.00	\$ 590.00
48	2502.602	6" PVC PIPE DRAIN CLEANOUT	EACH	\$ 320.00	30		\$ -	51.00	\$ 16,320.00
49	2503.503	6" PVC PIPE DRAIN	LIN FT	\$ 14.00	843		\$ -	791.00	\$ 11,074.00
50	2503.503	6" PVC PERF PIPE DRAIN (W/ SOCK)	LIN FT	\$ 15.00	4,967		\$ -	6,201.00	\$ 93,015.00
51	2503.503	8" PVC PIPE DRAIN	LIN FT	\$ 74.00	19		\$ -	19.00	\$ 1,406.00
52	2503.503	12" RC PIPE SEWER DESIGN 3006 CL V (STORM)	LIN FT	\$ 86.00	66		\$ -	59.00	\$ 5,074.00
53	2503.503	15" RC PIPE SEWER DESIGN 3006 CL V (STORM)	LIN FT	\$ 84.00	2,762		\$ -	2,787.00	\$ 234,108.00
54	2503.603	15" SEWER TRENCHLESS (STORM)	LIN FT	\$ 660.00	178		\$ -	177.00	\$ 116,820.00
55	2503.503	18" RC PIPE SEWER DESIGN 3006 CL V (STORM)	LIN FT	\$ 89.00	759		\$ -	757.00	\$ 67,373.00



2023 Gleason Lake Drive Improvements Project

City Project No. ST239001

Pay Voucher No. 11 & Final
Period: 7-10-2024 to 12-27-2024

ITEM NO.	MNDOT NO	DESCRIPTION	UNIT	BID UNIT PRICE	CONTRACT QUANTITY	QUANTITY THIS PERIOD	VALUE THIS PERIOD	QUANTITY TO DATE	VALUE TO DATE
56	2503.503	21" RC PIPE SEWER DESIGN 3006 CL V (STORM)	LIN FT	\$ 105.00	141		\$ -	141.00	\$ 14,805.00
57	2503.503	24" RC PIPE SEWER DESIGN 3006 CL V (STORM)	LIN FT	\$ 142.00	565		\$ -	564.00	\$ 80,088.00
58	2503.602	CONNECT TO EXISTING STORM SEWER (PIPE)	EACH	\$ 1,900.00	6		\$ -	11.00	\$ 20,900.00
59	2503.602	CONNECT TO EXISTING STORM SEWER (STRUCTURE)	EACH	\$ 3,900.00	4		\$ -	3.00	\$ 11,700.00
60	2503.602	SANITARY SEWER SERVICE POINT REPAIR	EACH	\$ 1,200.00	31		\$ -	17.00	\$ 20,400.00
61	2504.602	ADJUST GATE VALVE & BOX	EACH	\$ 920.00	2		\$ -	2.00	\$ 1,840.00
62	2504.602	HYDRANT	EACH	\$ 7,300.00	15		\$ -	15.00	\$ 109,500.00
63	2504.602	6" GATE VALVE & BOX	EACH	\$ 3,200.00	25		\$ -	24.00	\$ 76,800.00
64	2504.602	8" GATE VALVE & BOX	EACH	\$ 3,900.00	19		\$ -	20.00	\$ 78,000.00
65	2504.603	8" PVC WATERMAIN	LIN FT	\$ 63.00	5,964		\$ -	6,002.00	\$ 378,126.00
66	2504.602	TEMPORARY WATER SERVICE	EACH	\$ 670.00	61		\$ -	85.00	\$ 56,950.00
67	2504.602	1" CURB STOP & BOX	EACH	\$ 1,100.00	68		\$ -	68.00	\$ 74,800.00
68	2504.602	1" CORPORATION STOP	EACH	\$ 830.00	68		\$ -	68.00	\$ 56,440.00
69	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$ 610.00	68		\$ -	68.00	\$ 41,480.00
70	2504.603	6" PVC WATERMAIN	LIN FT	\$ 58.00	347		\$ -	314.00	\$ 18,212.00
71	2504.603	1" HDPE SERVICE PIPE	LIN FT	\$ 31.00	2,618		\$ -	2,571.00	\$ 79,701.00
72	2504.602	CONNECT TO EXISTING WATERMAIN	EACH	\$ 4,400.00	15		\$ -	15.00	\$ 66,000.00
73	2504.604	4" POLYSTYRENE INSULATION	SQ YD	\$ 60.00	178		\$ -	241.28	\$ 14,476.80
74	2504.608	DUCTILE IRON FITTINGS	POUND	\$ 17.00	3,729		\$ -	3,441.00	\$ 58,497.00
75	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	EACH	\$ 1,800.00	2		\$ -	3.00	\$ 5,400.00
76	2506.502	CONSTRUCT DRAINAGE STRUCTURE SPECIAL 1 (2' X 3' CATCH BASIN)	EACH	\$ 2,800.00	18		\$ -	18.00	\$ 50,400.00
77	2506.502	CONSTRUCT DRAINAGE STRUCTURE SPECIAL (SAFL BAFFLE W/ SUMP)	EACH	\$ 11,000.00	3		\$ -	3.00	\$ 33,000.00
78	2506.502	CONSTRUCT STORM MH DES 48" - 4020	EACH	\$ 5,100.00	8		\$ -	8.00	\$ 40,800.00
79	2506.502	CONSTRUCT STORM MH DES 48" - 4022	EACH	\$ 5,100.00	26		\$ -	26.00	\$ 132,600.00
80	2506.502	CONSTRUCT STORM MH DES 72" - 4022	EACH	\$ 9,400.00	1		\$ -	1.00	\$ 9,400.00
81	2501.502	12" RC PIPE APRON	EACH	\$ 2,700.00	3		\$ -	3.00	\$ 8,100.00
82	2501.502	15" RC PIPE APRON	EACH	\$ 2,900.00	1		\$ -	1.00	\$ 2,900.00
83	2501.502	18" RC PIPE APRON	EACH	\$ 3,100.00	1		\$ -	1.00	\$ 3,100.00
84	2506.502	RAISE SANITARY MANHOLE	EACH	\$ 1,900.00	6		\$ -	6.00	\$ 11,400.00
85	2506.502	LOWER SANITARY MANHOLE	EACH	\$ 1,300.00	5		\$ -	2.00	\$ 2,600.00
86	2506.502	INSTALL CASTING (R-3067-V) (STORM)	EACH	\$ 1,300.00	45		\$ -	45.00	\$ 58,500.00
87	2506.502	INSTALL CASTING (R-3067-C) (STORM)	EACH	\$ 1,300.00	1		\$ -	1.00	\$ 1,300.00
88	2506.502	INSTALL CASTING (R-1642-B) (STORM)	EACH	\$ 1,800.00	8		\$ -	8.00	\$ 14,400.00
89	2506.502	INSTALL CASTING (R-3501-TB) (STORM)	EACH	\$ 1,600.00	1		\$ -	1.00	\$ 1,600.00
90	2506.502	INSTALL CASTING (R-4342) (STORM)	EACH	\$ 1,300.00	3		\$ -	4.00	\$ 5,200.00
91	2506.602	ADJUST FRAME & RING CASTING (SPECIAL) (STORM)	EACH	\$ 1,100.00	5		\$ -	5.00	\$ 5,500.00
92	2511.507	RANDOM RIP RAP CLASS III (LV)	CU YD	\$ 129.00	25		\$ -	13.00	\$ 1,677.00
93	2506.602	8" NYLOPLAST BASIN W/ STANDARD CASTING	EACH	\$ 1,500.00	7		\$ -	7.00	\$ 10,500.00
94	2506.602	R-1642 CASTING WITH I & I BARRIER (SANITARY)	EACH	\$ 1,800.00	32		\$ -	32.00	\$ 57,600.00
95	2521.504	6" CONCRETE WALK	SQ YD	\$ 146.00	260		\$ -	342.11	\$ 49,948.06
96	2521.518	4" CONCRETE WALK	SQ FT	\$ 15.00	2,636		\$ -	1,592.00	\$ 23,880.00
97	2521.504	3" BITUMINOUS WALK	SQ YD	\$ 26.00	4,842		\$ -	5,070.34	\$ 131,828.84
98	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$ 17.00	12,669		\$ -	12,709.00	\$ 216,053.00
99	2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	\$ 28.00	180		\$ -	184.00	\$ 5,152.00
100	2531.503	CONCRETE CURB & GUTTER DESIGN D412	LIN FT	\$ 25.00	347		\$ -	347.00	\$ 8,675.00
101	2531.503	CONCRETE CURB & GUTTER DESIGN R418	LIN FT	\$ 30.00	116		\$ -	117.00	\$ 3,510.00
102	2531.503	CONCRETE CURB & GUTTER DESIGN R424	LIN FT	\$ 35.00	219		\$ -	220.00	\$ 7,700.00
103	2521.518	10" CONCRETE	SQ FT	\$ 11.00	275		\$ -	274.00	\$ 3,014.00
104	2521.518	10" CONCRETE (COLORED)	SQ FT	\$ 15.00	4,674		\$ -	4,680.00	\$ 70,200.00
105	2531.504	6" CONCRETE DRIVEWAY	SQ YD	\$ 87.00	734		\$ -	776.30	\$ 67,538.10
106	2531.618	TRUNCATED DOMES	SQ FT	\$ 65.00	532		\$ -	555.00	\$ 36,075.00
107	2540.602	REINSTALL MAIL BOX AND SUPPORT	EACH	\$ 115.00	61		\$ -	70.00	\$ 8,050.00
108	2557.602	TEMPORARY MAILBOX	EACH	\$ 50.00	61		\$ -	69.00	\$ 3,450.00
109	2557.603	VINYL THREE RAIL FENCE	LIN FT	\$ 150.00	112		\$ -	112.00	\$ 16,800.00
110	2563.601	TRAFFIC CONTROL	LUMP SUM	\$ 23,000.00	1		\$ -	1.00	\$ 23,000.00
111	2564.602	INSTALL SIGN	EACH	\$ 50.00	11		\$ -	22.00	\$ 1,100.00



2023 Gleason Lake Drive Improvements Project
City Project No. ST239001

Pay Voucher No. 11 & Final
Period: 7-10-2024 to 12-27-2024

ITEM NO.	MNDOT NO	DESCRIPTION	UNIT	BID UNIT PRICE	CONTRACT QUANTITY	QUANTITY THIS PERIOD	VALUE THIS PERIOD	QUANTITY TO DATE	VALUE TO DATE
112	2564.518	SIGN PANELS TYPE C	SQ FT	\$ 42.00	409		\$ -	398.89	\$ 16,753.38
113	2564.518	SIGN PANELS TYPE D	SQ FT	\$ 80.00	99		\$ -	99.00	\$ 7,920.00
114	2564.602	SIGN POSTS	EACH	\$ 100.00	69		\$ -	70.00	\$ 7,000.00
115	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM (RRFB)	SYSTEM	\$ 19,000.00	2		\$ -	2.00	\$ 38,000.00
116	2572.501	PRUNING TREES (FULL PROJECT)	LUMP SUM	\$ 3,000.00	1		\$ -	1.00	\$ 3,000.00
117	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$ 5,200.00	1		\$ -	1.00	\$ 5,200.00
118	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$ 660.00	76		\$ -	68.00	\$ 44,880.00
119	2573.503	SILT FENCE, TYPE MS	LIN FT	\$ 2.45	1,604		\$ -	352.00	\$ 862.40
120	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	\$ 2.45	2,529		\$ -	1,944.00	\$ 4,762.80
121	2574.507	COMMON TOPSOIL BORROW (LV)	CU YD	\$ 24.00	3,493		\$ -	3,138.00	\$ 75,312.00
122	2575.504	SODDING TYPE LAWN	SQ YD	\$ 10.00	18,368		\$ -	19,491.50	\$ 194,915.00
123	2575.604	HYDROMULCH & SEED	SQ YD	\$ 6.20	2,572	739.00	\$ 4,581.80	4,318.00	\$ 26,771.60
124	2582.503	4" SOLID LINE MULTI-COMPONENT	LIN FT	\$ 0.53	643		\$ -	3,837.00	\$ 2,033.61
125	2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT	LIN FT	\$ 1.06	4,667		\$ -	4,340.00	\$ 4,600.40
126	2582.503	4" DOTTED LINE MULTI-COMPONENT	LIN FT	\$ 0.53	25		\$ -	6.00	\$ 3.18
127	2582.503	4" BROKEN LINE MULTI-COMPONENT	LIN FT	\$ 0.53	266		\$ -	290.00	\$ 153.70
128	2582.503	6" SOLID LINE PREFORM THERMOPLASTIC GROUND IN ESR	LIN FT	\$ 12.00	57		\$ -	124.00	\$ 1,488.00
129	2582.503	24" SOLID LINE MULTI-COMPONENT	LIN FT	\$ 17.00	33		\$ -	59.00	\$ 1,003.00
130	2582.518	PAVEMENT MESSAGE PREFORM THERMOPLASTIC GROUND IN ESR	SQ FT	\$ 40.00	85.00		\$ -	206.00	\$ 8,240.00
131	2582.518	CROSSWALK PREFORM THERMOPLASTIC GROUND IN ESR	SQ FT	\$ 14.00	522		\$ -	468.00	\$ 6,552.00
132	2504.602	SALVAGE & INSTALL IRRIGATION HEAD	EACH	\$ 45.00	100		\$ -	41.00	\$ 1,845.00
133	2504.602	SALVAGE & INSTALL INVISIBLE DOG FENCE	EACH	\$ 150.00	10		\$ -	1.00	\$ 150.00
134	2575.607	SHREDDED HARDWOOD MULCH (LV)	CU YD	\$ 90.00	50		\$ -		\$ -
135	2545.602	SALVAGE & REINSTALL YARD LIGHT	EACH	\$ 1,300.00	3		\$ -		\$ -
136	2565.602	RIGID PVC LOOP DETECTOR 6'x12'	EACH	\$ 2,200.00	2		\$ -	2.00	\$ 4,400.00

BASE BID TOTALS = \$ 4,581.80 \$ 5,612,256.56

ITEM NO.	MNDOT NO	DESCRIPTION	UNIT	CHANGE ORDER UNIT PRICE	CHANGE ORDER QUANTITY	QUANTITY THIS PERIOD	VALUE THIS PERIOD	QUANTITY TO DATE	VALUE TO DATE
Change Order 1									
CO1	2504.602	UTILITY EXCAVATION - REGULATED LIMITS	EACH	\$ 1,192.49	4		\$ -	5.00	\$ 5,962.45
CO1	2105.609	SUBGRADE EXCAVATION - REGULATED MATERIAL	TON	\$ 51.00	350		\$ -	456.26	\$ 23,269.13
CO1	2105.609	COMMON EXCAVATION - REGULATED MATERIAL	TON	\$ 51.00	2,645		\$ -	2,897.36	\$ 147,765.49
CO1	2105.607	COMMON EXCAVATION (P)	CY (EV)	\$ 20.00	-1,889		\$ -	-2,069.54	\$ (41,390.89)

CHANGE ORDER 1 TOTALS = \$ - \$ 135,606.18

ITEM NO.	MNDOT NO	DESCRIPTION	UNIT	CHANGE ORDER UNIT PRICE	CHANGE ORDER QUANTITY	QUANTITY THIS PERIOD	VALUE THIS PERIOD	QUANTITY TO DATE	VALUE TO DATE
Change Order 2									
CO2	2102.503	PAVEMENT MARKING REMOVAL	LIN FT	\$ 0.86	1,792		\$ -	1,847.00	\$ 1,588.42
CO2	2102.518	PAVEMENT MARKING REMOVAL	SQ FT	\$ 4.31	480		\$ -	480.00	\$ 2,068.80

CHANGE ORDER 2 TOTALS = \$ - \$ 3,657.22



2023 Gleason Lake Drive Improvements Project
City Project No. ST239001

Pay Voucher No. 11 & Final
Period: 7-10-2024 to 12-27-2024

ITEM NO.	MNDOT NO	DESCRIPTION	UNIT	BID UNIT PRICE	CONTRACT QUANTITY	QUANTITY THIS PERIOD	VALUE THIS PERIOD	QUANTITY TO DATE	VALUE TO DATE
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ITEM NO.	MNDOT NO	DESCRIPTION	UNIT	CHANGE ORDER UNIT PRICE	CHANGE ORDER QUANTITY	QUANTITY THIS PERIOD	VALUE THIS PERIOD	QUANTITY TO DATE	VALUE TO DATE
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Change Order 3

CO3		HYDRANT EXTENSIONS (7)	LS	\$9,255.15	1		\$ -	1.00	\$ 9,255.15
CO3		BITUMINOUS CURB & CHAIN LINK FENCE	LS	\$793.59	1		\$ -	1.00	\$ 793.59

CHANGE ORDER 3 TOTALS = \$ - \$ 10,048.74

ITEM NO.	MNDOT NO	DESCRIPTION	UNIT	CHANGE ORDER UNIT PRICE	CHANGE ORDER QUANTITY	QUANTITY THIS PERIOD	VALUE THIS PERIOD	QUANTITY TO DATE	VALUE TO DATE
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Change Order 4

CO4		REGULATED MATERIAL EXTRA WORK	LS	\$401,500.00	1	1.00	\$ 401,500.00	1.00	\$ 401,500.00
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CHANGE ORDER 4 TOTALS = \$ 401,500.00 \$ 401,500.00

TOTAL AMOUNT EARNED =	\$	406,081.80	\$	6,163,068.69
RETAINAGE WITHHELD (0%) =			\$	-
RETAINAGE ADJUSTMENT (1% to 0%) =	\$	57,569.87		
TOTAL PAYMENT AMOUNT =	\$	463,651.67	\$	6,163,068.69

CITY OF PLYMOUTH

RESOLUTION No. 2025-114

RESOLUTION APPROVING FINAL CLOSEOUT FOR THE 2023 GLEASON LAKE DRIVE IMPROVEMENTS PROJECT (ST239001)

WHEREAS, the City of Plymouth as the owner, and Kuechle Underground, Inc. as the contractor, have entered into an agreement for the 2023 Gleason Lake Drive Improvements Project. Said agreement was approved by the City Council on April 11, 2023; and

WHEREAS, the City Engineer has certified his acceptance of the work and his approval of the request for final payment.

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

1. That the original contract amount between the owner and the contractor was \$5,532,983.21, the revised contract amount was \$6,076,094.02, and the final contract amount is \$6,163,068.69, or 1% over the revised contract amount.
2. That the work performed by the contractor for the 2023 Gleason Lake Drive Improvements Project and certified to the council by the engineer as acceptable, being the same, is released from the contract except as to the conditions of the performance bond, any and all legal rights of the owner, required guarantees, and correction of faulty work after final payment.
3. The total project cost is \$7,215,142.13, which includes the improvements (\$6,163,068.69), engineering and administration (\$943,303.20), intersection lighting (\$63,720.24), and easement acquisition (\$45,050).

BE IT FURTHER RESOLVED:

1. The original funding for this project was from the Street Reconstruction Fund (\$3,644,156.32), the Water Fund (\$1,407,900), special assessments (\$790,039.26), the Park Replacement Fund (\$254,112), the Sewer Fund (\$136,020), the Water Resources Fund (\$100,000), the Park Dedication Fund (\$46,724.40), Hennepin County (\$266,486), and the City of Minnetonka (\$107,862.11).
2. That the funding for this project would be from the Street Reconstruction Fund (\$3,946,812.63), the Water Fund (\$1,604,350.36), special assessments (\$790,039.26), the Park Replacement Fund (\$245,763.33), the Sewer Fund (\$106,801.38), the Water Resources Fund (\$100,000), the Park Dedication Fund (\$59,503.82), Hennepin County (\$253,946.88), and the City of Minnetonka (\$107,924.47).

APPROVED by the City Council on this 22nd day of April, 2025.

To: Dave Callister, City Manager

Prepared by: Michael Payne, City Engineer/Deputy Public Works Director

Reviewed by: Michael Thompson, Public Works Director

Item: **Approve final closeout for County Road 47 (Chankahda Trail) Reconstruction Project - Phase 1 (ST220001)**

1. Action Requested:

Adopt attached resolution approving final closeout for County Road 47 (Chankahda Trail) Reconstruction Project - Phase 1 (ST220001).

2. Background:

This project was the first phase of reconstruction of the Chankahda Trail corridor and included Chankahda Trail from Brockton Lane (CSAH 101) to Peony Lane/Maple Grove Parkway. Improvements with the project include reconstructing the roadway to meet city standards, trail and underpass construction, traffic signal improvements, and storm sewer and stormwater improvements. Work on the project is complete and certified to meet project specifications by the city engineer.

3. Budget Impact:

Council previously approved a budget of \$7,920,000 for this project. At completion, the total project cost was \$7,514,939.61 which includes the improvements (\$5,952,211.53), city provided materials (\$113,806.97), easement acquisition (\$185,000), and engineering and administration (\$1,263,921.11). The project is funded from the Street Reconstruction Fund (\$5,000,000), the Municipal State Aid (MSA) Fund (\$2,207,664.22), the Water Fund (\$147,911.75), the City of Corcoran (\$79,681.82), and the City of Medina (\$79,681.82). The funding shown from the Street Reconstruction Fund reflects the funding received from Hennepin County as part of the jurisdictional transfer agreement.

4. Attachments:

1. Location Map
2. Payment 12 & Final
3. City Council Resolution 2025-115

County Road 101

Maple Grove Parkway

47

Chankahda Trail

101

Troy Lane

Peony Lane

Dunkirk Lane

- Project Area



0 1,450 Feet

**County Road 47
Reconstruction Project
Phase 1**

ST220001

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





Request for Payment

Date: November 22, 2024
PO No: 2022-525
Project No: ST-22-0001
Project: CR 47 Reconstruction Phase 1

From: 10/1/2024 To: 10/31/2024

Contractor: Eureka Construction, Inc.
Address: 20141 Icenic Trail
Lakeville, MN 55044

Request for Payment No: 12

Summary:

1. Original Contract Amount		<u>\$ 5,909,352.10</u>
2. Change Order - Addition		<u>\$ 105,503.72</u>
3. Change Order - Deduction		<u></u>
4. Revised Contract Amount		<u>\$ 6,014,855.82</u>
5. Value Completed to Date		<u>\$ 5,952,211.53</u>
6. Material on Hand		<u></u>
7. Amount Earned		<u>\$ 5,952,211.53</u>
8. Less Retained Percentage	Amount: <u>0%</u>	<u>\$ -</u>
9. Less Liquidated Damages		<u></u>
10. Sub-Total		<u>\$ 5,952,211.53</u>
11. Less Amount Previous Payments		<u>\$ 5,821,078.51</u>
12. Amount Due This Request for Payment No: <u>12</u>		<u>\$ 131,133.02</u>

Approved By: (KIMLEY-HORN AND ASSOCIATES, INC.)

By: Chad B. Lamm Date: 02/12/2025

Approved By: (EUREKA CONSTRUCTION, INC.)

OWNER Approval

By: Julie J. LaVelle

By: MLB

Date: 11/25/2024

Date: 02/12/2025



CR 47 RECONSTRUCTION PHASE 1
City Project ST-22-0001
S.A.P. 155-210-001, S.A.P 250-103-001
Payment Estimate No. 12
Period: 10/1/2024 - 10/31/2024

NO.	MNDOT NO.	ITEM	UNIT	ESTIMATED BID QUANTITY	UNIT PRICE	TOTAL PRICE	QUANTITY COMPLETED THIS PERIOD	VALUE COMPLETED THIS PERIOD	TO DATE QUANTITY	TO DATE AMOUNT
CR 47 RECONSTRUCTION PHASE 1 - BASE BID										
1	2021.501	MOBILIZATION	LS	1	\$ 294,000.00	\$ 294,000.00		\$ -	1.00	\$ 294,000.00
2	2031.502	FIELD OFFICE	EACH	1	\$ 23,100.00	\$ 23,100.00		\$ -	1.00	\$ 23,100.00
3	2101.502	CLEARING	EACH	13	\$ 500.00	\$ 6,500.00		\$ -	19.00	\$ 9,500.00
4	2101.502	GRUBBING	EACH	13	\$ 500.00	\$ 6,500.00		\$ -	19.00	\$ 9,500.00
5	2101.505	CLEARING	ACRE	1	\$ 9,000.00	\$ 9,000.00		\$ -	1.10	\$ 9,900.00
6	2101.505	GRUBBING	ACRE	1	\$ 6,000.00	\$ 6,000.00		\$ -	1.10	\$ 6,600.00
7	2102.518	PAVEMENT MARKING REMOVAL	SQ FT	342	\$ 4.00	\$ 1,368.00	303.00	\$ 1,212.00	303.00	\$ 1,212.00
8	2104.502	REMOVE PIPE APRON	EACH	26	\$ 213.00	\$ 5,538.00		\$ -	19.00	\$ 4,047.00
9	2104.502	REMOVE GATE VALVE	EACH	2	\$ 344.00	\$ 688.00		\$ -	3.00	\$ 1,032.00
10	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	12	\$ 466.00	\$ 5,592.00		\$ -	11.00	\$ 5,126.00
11	2104.502	REMOVE DELINEATOR / MARKER	EACH	4	\$ 25.00	\$ 100.00		\$ -	4.00	\$ 100.00
12	2104.502	REMOVE SIGN	EACH	35	\$ 25.00	\$ 875.00		\$ -	35.00	\$ 875.00
13	2104.502	SALVAGE HYDRANT	EACH	1	\$ 344.00	\$ 344.00		\$ -	2.00	\$ 688.00
14	2104.502	SALVAGE TANGENT TERMINAL	EACH	1	\$ 750.00	\$ 750.00		\$ -	1.00	\$ 750.00
15	2104.502	SALVAGE SIGN	EACH	1	\$ 25.00	\$ 25.00		\$ -	1.00	\$ 25.00
16	2104.502	SALVAGE MAIL BOX SUPPORT	EACH	2	\$ 300.00	\$ 600.00		\$ -	2.00	\$ 600.00
17	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	35	\$ 7.00	\$ 245.00		\$ -	212.00	\$ 1,484.00
18	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	1270	\$ 2.90	\$ 3,683.00		\$ -	1,030.00	\$ 2,987.00
19	2104.503	REMOVE WATER MAIN	LIN FT	420	\$ 11.50	\$ 4,830.00		\$ -	320.00	\$ 3,680.00
20	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	1510	\$ 16.50	\$ 24,915.00		\$ -	1,125.00	\$ 18,562.50
21	2104.503	REMOVE CURB & GUTTER	LIN FT	2625	\$ 2.70	\$ 7,087.50		\$ -	2,216.00	\$ 5,983.20
22	2104.503	REMOVE FENCE	LIN FT	176	\$ 3.60	\$ 633.60		\$ -	152.00	\$ 547.20
23	2104.503	SALVAGE GUARDRAIL	LIN FT	125	\$ 12.00	\$ 1,500.00		\$ -	125.00	\$ 1,500.00
24	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	39	\$ 5.90	\$ 230.10		\$ -	13.00	\$ 76.70
25	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	34857	\$ 5.50	\$ 191,713.50		\$ -	34,133.20	\$ 187,732.60
26	2104.518	REMOVE BITUMINOUS WALK	SQ FT	4117	\$ 0.30	\$ 1,235.10		\$ -	4,535.00	\$ 1,360.50
27	2104.518	REMOVE CONCRETE SIDEWALK	SQ FT	2243	\$ 0.40	\$ 897.20		\$ -	2,501.00	\$ 1,000.40
28	2104.518	REMOVE CONCRETE MEDIAN	SQ FT	248	\$ 0.40	\$ 99.20		\$ -	192.00	\$ 76.80
29	2104.518	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ FT	517	\$ 0.50	\$ 258.50		\$ -	517.00	\$ 258.50
30	2105.607	COMMON BORROW SPECIAL (CV)	CU YD	720	\$ 8.80	\$ 6,336.00		\$ -	205.00	\$ 1,804.00
31	2106.507	EXCAVATION - COMMON	CU YD	42828	\$ 8.10	\$ 346,906.80		\$ -	47,149.60	\$ 381,911.76
32	2106.507	EXCAVATION - CHANNEL AND POND	CU YD	19239	\$ 16.50	\$ 317,443.50		\$ -	19,239.00	\$ 317,443.50
33	2106.507	SELECT GRANULAR EMBANKMENT (CV)	CU YD	16268	\$ 19.00	\$ 309,092.00		\$ -	16,268.00	\$ 309,092.00
34	2106.507	COMMON EMBANKMENT (CV)	CU YD	20384	\$ 5.10	\$ 103,958.40		\$ -	20,384.00	\$ 103,958.40
35	2106.601	DEWATERING	LS	1	\$ 16,600.00	\$ 16,600.00		\$ -	1.00	\$ 16,600.00
36	2108.504	GEOTEXTILE FABRIC TYPE 4	SQ YD	133	\$ 4.90	\$ 651.70		\$ -	133.00	\$ 651.70
37	2118.507	AGGREGATE SURFACING (CV) CLASS 2	CU YD	54	\$ 97.00	\$ 5,238.00		\$ -	54.00	\$ 5,238.00
38	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	200	\$ 140.00	\$ 28,000.00		\$ -	78.75	\$ 11,025.00
39	2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	9530	\$ 12.50	\$ 119,125.00		\$ -	9,530.00	\$ 119,125.00
40	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3:B)	TON	3976	\$ 71.00	\$ 282,296.00		\$ -	3,885.43	\$ 275,865.53
41	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3:C)	TON	7927	\$ 76.50	\$ 606,415.50		\$ -	7,385.47	\$ 564,988.46
42	2401.601	REMOVE MISCELLANEOUS STRUCTURES (SPECIAL)	LS	1	\$ 3,050.00	\$ 3,050.00		\$ -	1.00	\$ 3,050.00
43	2411.618	PREFABRICATED MODULAR BLOCK WALL	SQ FT	2575	\$ 80.50	\$ 207,287.50		\$ -	2,446.00	\$ 196,903.00
44	2412.503	14X10 PRECAST CONCRETE BOX CULVERT	LIN FT	84	\$ 4,440.00	\$ 372,960.00		\$ -	90.00	\$ 399,600.00
45	2451.507	FINE FILTER AGGREGATE (CV)	CU YD	1200	\$ 38.00	\$ 45,600.00		\$ -	643.40	\$ 24,449.20
46	2451.507	FINE AGGREGATE BEDDING (CV)	CU YD	150	\$ 55.00	\$ 8,250.00		\$ -	150.00	\$ 8,250.00
47	2475.503	ORNAMENTAL METAL RAILING TYPE SPECIAL	LIN FT	216	\$ 192.00	\$ 41,472.00		\$ -	226.00	\$ 43,392.00



CR 47 RECONSTRUCTION PHASE 1
City Project ST-22-0001
S.A.P. 155-210-001, S.A.P 250-103-001
Payment Estimate No. 12
Period: 10/1/2024 - 10/31/2024

NO.	MNDOT NO.	ITEM	UNIT	ESTIMATED BID QUANTITY	UNIT PRICE	TOTAL PRICE	QUANTITY COMPLETED THIS PERIOD	VALUE COMPLETED THIS PERIOD	TO DATE QUANTITY	TO DATE AMOUNT
CR 47 RECONSTRUCTION PHASE 1 - BASE BID										
48	2501.502	15" RC PIPE APRON	EACH	13	\$ 1,710.00	\$ 22,230.00		\$ -	12.00	\$ 20,520.00
49	2501.502	18" RC PIPE APRON	EACH	3	\$ 1,800.00	\$ 5,400.00		\$ -	4.00	\$ 7,200.00
50	2501.502	21" RC PIPE APRON	EACH	1	\$ 1,870.00	\$ 1,870.00		\$ -	1.00	\$ 1,870.00
51	2501.502	24" RC PIPE APRON	EACH	2	\$ 1,960.00	\$ 3,920.00		\$ -	2.00	\$ 3,920.00
52	2501.502	22" SPAN RC PIPE-ARCH APRON	EACH	1	\$ 1,890.00	\$ 1,890.00		\$ -	1.00	\$ 1,890.00
53	2501.502	73" SPAN RC PIPE-ARCH APRON	EACH	2	\$ 5,650.00	\$ 11,300.00		\$ -	2.00	\$ 11,300.00
54	2501.503	15" RC PIPE CULVERT	LIN FT	134	\$ 93.00	\$ 12,462.00		\$ -	116.00	\$ 10,788.00
55	2501.503	24" RC PIPE CULVERT	LIN FT	148	\$ 118.00	\$ 17,464.00		\$ -	128.00	\$ 15,104.00
56	2501.602	SAFETY GR FOR 73" SPAN RCP-A APR	EACH	2	\$ 3,420.00	\$ 6,840.00		\$ -	2.00	\$ 6,840.00
57	2501.602	TRASH GUARD FOR 24" PIPE APRON	EACH	1	\$ 1,640.00	\$ 1,640.00		\$ -	1.00	\$ 1,640.00
58	2502.503	6" PERF TP PIPE DRAIN	LIN FT	10500	\$ 13.50	\$ 141,750.00		\$ -	9,782.00	\$ 132,057.00
59	2503.503	15" RC PIPE SEWER CLASS III	LIN FT	3686	\$ 71.50	\$ 263,549.00		\$ -	3,579.00	\$ 255,898.50
60	2503.503	18" RC PIPE SEWER CLASS III	LIN FT	1010	\$ 86.00	\$ 86,860.00		\$ -	953.00	\$ 81,958.00
61	2503.503	18" RC PIPE SEWER CLASS IV	LIN FT	386	\$ 94.50	\$ 36,477.00		\$ -	386.00	\$ 36,477.00
62	2503.503	21" RC PIPE SEWER CLASS III	LIN FT	816	\$ 91.50	\$ 74,664.00		\$ -	809.00	\$ 74,023.50
63	2503.503	22" SPAN RC PIPE-ARCH SEWER CL IIIA	LIN FT	550	\$ 121.00	\$ 66,550.00		\$ -	550.00	\$ 66,550.00
64	2503.503	73" SPAN RC PIPE-ARCH SEWER CL IIA	LIN FT	121	\$ 490.00	\$ 59,290.00		\$ -	96.00	\$ 47,040.00
65	2503.503	15" RC PIPE SEWER DES 3006 CL III	LIN FT	102	\$ 72.00	\$ 7,344.00		\$ -	102.00	\$ 7,344.00
66	2503.503	18" RC PIPE SEWER DES 3006 CL III	LIN FT	36	\$ 106.00	\$ 3,816.00		\$ -	36.00	\$ 3,816.00
67	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1	\$ 745.00	\$ 745.00		\$ -	1.00	\$ 745.00
68	2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	1	\$ 1,490.00	\$ 1,490.00		\$ -	1.00	\$ 1,490.00
69	2503.603	27" STEEL CASING PIPE	LIN FT	49	\$ 416.00	\$ 20,384.00		\$ -	49.00	\$ 20,384.00
70	2503.603	30" STEEL CASING PIPE	LIN FT	36	\$ 442.00	\$ 15,912.00		\$ -	33.00	\$ 14,586.00
71	2504.602	HYDRANT	EACH	2	\$ 6,340.00	\$ 12,680.00		\$ -	2.00	\$ 12,680.00
72	2504.602	INSTALL HYDRANT	EACH	1	\$ 1,180.00	\$ 1,180.00		\$ -	1.00	\$ 1,180.00
73	2504.602	ADJUST HYDRANT	EACH	1	\$ 262.00	\$ 262.00		\$ -	1.00	\$ 262.00
74	2504.602	ADJUST GATE VALVE	EACH	4	\$ 273.00	\$ 1,092.00		\$ -	4.00	\$ 1,092.00
75	2504.602	6" GATE VALVE & BOX	EACH	3	\$ 2,700.00	\$ 8,100.00		\$ -	3.00	\$ 8,100.00
76	2504.602	8" GATE VALVE & BOX	EACH	3	\$ 3,480.00	\$ 10,440.00		\$ -	3.00	\$ 10,440.00
77	2504.602	12" GATE VALVE & BOX	EACH	2	\$ 4,380.00	\$ 8,760.00		\$ -	2.00	\$ 8,760.00
78	2504.603	6" PVC WATERMAIN	LIN FT	33	\$ 95.50	\$ 3,151.50		\$ -	39.50	\$ 3,772.25
79	2504.603	8" PVC WATERMAIN	LIN FT	535	\$ 61.50	\$ 32,902.50		\$ -	557.00	\$ 34,255.50
80	2504.603	12" PVC WATERMAIN	LIN FT	367	\$ 102.00	\$ 37,434.00		\$ -	403.00	\$ 41,106.00
81	2504.608	DUCTILE IRON FITTINGS	POUND	1268	\$ 13.00	\$ 16,484.00		\$ -	1,528.00	\$ 19,864.00
82	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	LIN FT	63	\$ 1,330.00	\$ 83,790.00		\$ -	63.00	\$ 83,790.00
83	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 2	LIN FT	11	\$ 3,130.00	\$ 34,430.00		\$ -	11.20	\$ 35,056.00
84	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 3	EACH	1	\$ 5,960.00	\$ 5,960.00		\$ -	1.00	\$ 5,960.00
85	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 4	EACH	1	\$ 5,960.00	\$ 5,960.00		\$ -	1.00	\$ 5,960.00
86	2506.503	CONST DRAINAGE STRUCTURE DESIGN G	LIN FT	117	\$ 548.00	\$ 64,116.00		\$ -	116.00	\$ 63,568.00
87	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	252	\$ 568.00	\$ 143,136.00		\$ -	246.00	\$ 139,728.00
88	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	1	\$ 1,390.00	\$ 1,390.00		\$ -	1.00	\$ 1,390.00
89	2511.507	RANDOM RIPRAP CLASS III	CU YD	99	\$ 120.00	\$ 11,880.00		\$ -	89.00	\$ 10,680.00
90	2511.507	RANDOM RIPRAP CLASS IV	CU YD	40	\$ 106.00	\$ 4,240.00		\$ -	40.00	\$ 4,240.00
91	2521.518	4" CONCRETE WALK	SQ FT	905	\$ 8.20	\$ 7,421.00		\$ -	1,236.00	\$ 10,135.20
92	2521.518	6" CONCRETE WALK	SQ FT	6574	\$ 13.00	\$ 85,462.00		\$ -	6,417.00	\$ 83,421.00
93	2521.518	3" BITUMINOUS WALK	SQ FT	98557	\$ 2.50	\$ 246,392.50	1,200.00	\$ 3,000.00	101,454.00	\$ 253,635.00
94	2531.503	CONCRETE CURB & GUTTER DESIGN B424	LIN FT	37	\$ 25.00	\$ 925.00		\$ -	78.00	\$ 1,950.00



CR 47 RECONSTRUCTION PHASE 1
City Project ST-22-0001
S.A.P. 155-210-001, S.A.P 250-103-001
Payment Estimate No. 12
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NO.	MNDOT NO.	ITEM	UNIT	ESTIMATED BID QUANTITY	UNIT PRICE	TOTAL PRICE	QUANTITY COMPLETED THIS PERIOD	VALUE COMPLETED THIS PERIOD	TO DATE QUANTITY	TO DATE AMOUNT
CR 47 RECONSTRUCTION PHASE 1 - BASE BID										
95	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	12379	\$ 15.00	\$ 185,685.00		\$ -	12,283.00	\$ 184,245.00
96	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	59	\$ 89.00	\$ 5,251.00		\$ -	65.70	\$ 5,847.30
97	2531.603	CONCRETE CURB DESIGN SURMOUNTABLE	LIN FT	83	\$ 20.00	\$ 1,660.00		\$ -	24.00	\$ 480.00
98	2531.618	TRUNCATED DOMES	SQ FT	640	\$ 45.00	\$ 28,800.00		\$ -	644.00	\$ 28,980.00
99	2540.602	INSTALL MAIL BOX SUPPORT	EACH	2	\$ 425.00	\$ 850.00		\$ -	2.00	\$ 850.00
100	2545.502	LIGHTING UNIT TYPE SPECIAL	EACH	3	\$ 670.00	\$ 2,010.00		\$ -	3.00	\$ 2,010.00
101	2545.502	SERVICE CABINET - TYPE L1	EACH	1	\$ 8,000.00	\$ 8,000.00		\$ -	1.00	\$ 8,000.00
102	2545.502	EQUIPMENT PAD B	EACH	1	\$ 1,200.00	\$ 1,200.00		\$ -	1.00	\$ 1,200.00
103	2545.502	HANDHOLE	EACH	2	\$ 2,000.00	\$ 4,000.00		\$ -	2.00	\$ 4,000.00
104	2545.503	0.5" RIGID STEEL CONDUIT	LIN FT	100	\$ 30.00	\$ 3,000.00		\$ -	100.00	\$ 3,000.00
105	2545.503	2" RIGID STEEL CONDUIT	LIN FT	20	\$ 36.00	\$ 720.00		\$ -	30.00	\$ 1,080.00
106	2545.503	1" NON-METALLIC CONDUIT	LIN FT	125	\$ 11.00	\$ 1,375.00		\$ -	55.00	\$ 605.00
107	2545.503	UNDERGROUND WIRE 1/C 2 AWG	LIN FT	20	\$ 8.00	\$ 160.00		\$ -	30.00	\$ 240.00
108	2545.503	UNDERGROUND WIRE 1/C 10 AWG	LIN FT	230	\$ 1.00	\$ 230.00		\$ -	155.00	\$ 155.00
109	2545.503	UNDERGROUND WIRE 1/C 14 AWG	LIN FT	125	\$ 0.70	\$ 87.50		\$ -	55.00	\$ 38.50
110	2554.602	INSTALL TANGENT TERMINAL	EACH	1	\$ 3,500.00	\$ 3,500.00		\$ -	1.00	\$ 3,500.00
111	2554.603	INSTALL GUARDRAIL	LIN FT	125	\$ 31.00	\$ 3,875.00		\$ -	125.00	\$ 3,875.00
112	2557.603	FENCE DESIGN SPECIAL - SPLIT RAIL	LIN FT	675	\$ 31.00	\$ 20,925.00	121.00	\$ 3,751.00	959.00	\$ 29,729.00
113	2563.601	TRAFFIC CONTROL	LS	1	\$ 14,000.00	\$ 14,000.00		\$ -	1.00	\$ 14,000.00
114	2564.602	INSTALL SIGN	EACH	1	\$ 25.00	\$ 25.00		\$ -	1.00	\$ 25.00
115	2564.602	DELINEATOR / MARKER	EACH	2	\$ 75.00	\$ 150.00		\$ -	3.00	\$ 225.00
116	2564.618	SIGN	SQ FT	212	\$ 46.50	\$ 9,858.00		\$ -	212.13	\$ 9,864.05
117	2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM A	LS	1	\$ 7,650.00	\$ 7,650.00		\$ -	1.00	\$ 7,650.00
118	2565.516	TRAFFIC CONTROL SIGNAL SYSTEM A	SYSTEM	1	\$ 211,000.00	\$ 211,000.00		\$ -	1.00	\$ 211,000.00
119	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM	SYSTEM	1	\$ 21,300.00	\$ 21,300.00		\$ -	1.00	\$ 21,300.00
120	2565.616	REVISE SIGNAL SYSTEM B	SYSTEM	1	\$ 79,500.00	\$ 79,500.00	0.06	\$ 4,372.50	1.06	\$ 83,872.50
121	2571.601	LANDSCAPING ALLOWANCE	LS	1	\$ 10,000.00	\$ 10,000.00		\$ -	1.29	\$ 12,900.00
122	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	\$ 10,000.00	\$ 10,000.00		\$ -	1.00	\$ 10,000.00
123	2573.501	EROSION CONTROL SUPERVISOR	LS	1	\$ 30,000.00	\$ 30,000.00		\$ -	1.00	\$ 30,000.00
124	2573.502	STORM DRAIN INLET PROTECTION	EACH	84	\$ 150.00	\$ 12,600.00		\$ -	84.00	\$ 12,600.00
125	2573.502	CULVERT END CONTROLS	EACH	6	\$ 150.00	\$ 900.00		\$ -	3.00	\$ 450.00
126	2573.503	SILT FENCE; TYPE MS	LIN FT	17540	\$ 1.70	\$ 29,818.00		\$ -	15,239.00	\$ 25,906.30
127	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	490	\$ 2.70	\$ 1,323.00		\$ -	1,292.00	\$ 3,488.40
128	2574.505	SUBSOILING	ACRE	8	\$ 400.00	\$ 3,200.00		\$ -	5.77	\$ 2,308.00
129	2574.505	SOIL BED PREPARATION	ACRE	8	\$ 175.00	\$ 1,400.00		\$ -	9.61	\$ 1,681.75
130	2574.507	FILTER TOPSOIL BORROW	CU YD	390	\$ 54.50	\$ 21,255.00		\$ -	364.80	\$ 19,881.60
131	2574.508	FERTILIZER TYPE 3	POUND	2040	\$ 0.70	\$ 1,428.00		\$ -	2,525.00	\$ 1,767.50
132	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	SQ YD	26165	\$ 1.30	\$ 34,014.50		\$ -	22,993.00	\$ 29,890.90
133	2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	1660	\$ 1.50	\$ 2,490.00		\$ -	1,120.00	\$ 1,680.00
134	2575.505	SEEDING	ACRE	8	\$ 200.00	\$ 1,600.00		\$ -	10.51	\$ 2,102.00
135	2575.505	WEED SPRAYING	ACRE	4	\$ 75.00	\$ 300.00		\$ -	0.00	\$ -
136	2575.506	WEED SPRAY MIXTURE	GALLON	2	\$ 35.00	\$ 70.00		\$ -	0.00	\$ -
137	2575.508	SEED MIXTURE 25-151	POUND	120	\$ 5.20	\$ 624.00		\$ -	175.40	\$ 912.08
138	2575.508	SEED MIXTURE 33-261	POUND	20	\$ 23.50	\$ 470.00		\$ -	8.00	\$ 188.00
139	2575.508	SEED MIXTURE 35-241	POUND	219	\$ 15.50	\$ 3,394.50		\$ -	279.75	\$ 4,336.13
140	2575.508	HYDRAULIC MULCH MATRIX	POUND	4950	\$ 1.10	\$ 5,445.00		\$ -	7,485.00	\$ 8,233.50
141	2575.523	WATER	M GALLON	10	\$ 60.00	\$ 600.00		\$ -	2.00	\$ 120.00



CR 47 RECONSTRUCTION PHASE 1
City Project ST-22-0001
S.A.P. 155-210-001, S.A.P 250-103-001
Payment Estimate No. 12
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NO.	MNDOT NO.	ITEM	UNIT	ESTIMATED BID QUANTITY	UNIT PRICE	TOTAL PRICE	QUANTITY COMPLETED THIS PERIOD	VALUE COMPLETED THIS PERIOD	TO DATE QUANTITY	TO DATE AMOUNT
CR 47 RECONSTRUCTION PHASE 1 - BASE BID										
142	2582.503	4" SOLID LINE PAINT	LIN FT	11460	\$ 0.20	\$ 2,292.00		\$ -	12,731.00	\$ 2,546.20
143	2582.503	24" SOLID LINE PAINT	LIN FT	590	\$ 4.00	\$ 2,360.00		\$ -	550.00	\$ 2,200.00
144	2582.503	4" DBLE SOLID LINE PAINT	LIN FT	9315	\$ 0.30	\$ 2,794.50		\$ -	9,786.00	\$ 2,935.80
145	2582.518	PAVT MSSG PAINT	SQ FT	295	\$ 3.50	\$ 1,032.50		\$ -	285.00	\$ 997.50
146	2582.518	CROSSWALK PAINT	SQ FT	2352	\$ 2.00	\$ 4,704.00		\$ -	2,352.00	\$ 4,704.00
TOTAL CR 47 RECONSTRUCTION PHASE 1						\$ 5,909,352.10		\$ 12,335.50		\$ 5,847,718.90

CONTRACT CHANGES										
NO.	ITEM	UNIT	CHANGE ORDER QUANTITY	UNIT PRICE	TOTAL PRICE	QUANTITY COMPLETED THIS PERIOD	VALUE COMPLETED THIS PERIOD	TO DATE QUANTITY	TO DATE AMOUNT	
CHANGE ORDER #1										
1	SEDIMENT CONTROL LOG, TYPE ROCK	LIN FT	150	\$ 5.00	\$ 750.00		\$ -	150.00	\$ 750.00	
2	RAPID STABILIZATION METHOD 3	MGAL	3	\$ 726.00	\$ 2,178.00		\$ -	3.00	\$ 2,178.00	
TOTAL CHANGE ORDER #1					\$ 2,928.00		\$ -		\$ 2,928.00	
CHANGE ORDER #2										
1	TEMPORARY STRIPING	LS	1	\$ 855.80	\$ 855.80		\$ -	1.00	\$ 855.80	
TOTAL CHANGE ORDER #2					\$ 855.80		\$ -		\$ 855.80	
CHANGE ORDER #3										
1	INSTALL GATE VALVE	EACH	1	\$ 1,000.00	\$ 1,000.00		\$ -	1.00	\$ 1,000.00	
TOTAL CHANGE ORDER #3					\$ 1,000.00		\$ -		\$ 1,000.00	
CHANGE ORDER #4										
1	TYPE 5 GEOTEXTILE FABRIC	SY	1972.5	\$ 3.00	\$ 5,917.50		\$ -	1972.5	\$ 5,917.50	
TOTAL CHANGE ORDER #4					\$ 5,917.50		\$ -		\$ 5,917.50	
CHANGE ORDER #5										
1	ADDITIONAL STORM SEWER WORK	LS	1	\$ 6,702.51	\$ 6,702.51		\$ -	1.00	\$ 6,702.51	
TOTAL CHANGE ORDER #5					\$ 6,702.51		\$ -		\$ 6,702.51	
CHANGE ORDER #6										
1	SALT TOLERANT SEED MIX	LBS	290.00	\$ 9.70	\$ 2,813.00		\$ -	153.60	\$ 1,489.92	
2	10% PRIME CONTRACTOR MARKUP	LS	1	\$ 281.30	\$ 281.30		\$ -	1.00	\$ 281.30	
TOTAL CHANGE ORDER #6					\$ 3,094.30		\$ -		\$ 1,771.22	
CHANGE ORDER #7										
1	3-INCH CLEAR ROCK	TON	99.66	\$ 63.75	\$ 6,353.33		\$ -	99.66	\$ 6,353.33	
TOTAL CHANGE ORDER #7					\$ 6,353.33		\$ -		\$ 6,353.33	
CHANGE ORDER #8										
1	CHANKAHDA TRAIL SIGNAGE AT SIGNALIZED INTERSECTIONS	LS	1	\$ 4,370.00	\$ 4,370.00		\$ -	1.00	\$ 4,370.00	
2	10% PRIME CONTRACTOR MARKUP	LS	1	\$ 437.00	\$ 437.00		\$ -	1.00	\$ 437.00	
TOTAL CHANGE ORDER #8					\$ 4,807.00		\$ -		\$ 4,807.00	
CHANGE ORDER #9										
1	6-FOOT HIGH TEMPORARY CHAIN LINK FENCE	LS	1	\$ 3,758.00	\$ 3,758.00		\$ -	1.00	\$ 3,758.00	
2	10% PRIME CONTRACTOR MARKUP	LS	1	\$ 375.80	\$ 375.80		\$ -	1.00	\$ 375.80	
TOTAL CHANGE ORDER #9					\$ 4,133.80		\$ -		\$ 4,133.80	
CHANGE ORDER #10										
1	PHASE 3 DETOUR SIGNAGE	LS	1	\$ 8,076.22	\$ 8,076.22		\$ -	1.00	\$ 8,076.22	



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CR 47 RECONSTRUCTION PHASE 1 - BASE BID										
2		10% PRIME CONTRACTOR MARKUP	LS	1	\$ 807.62	\$ 807.62		\$ -	1.00	\$ 807.62
TOTAL CHANGE ORDER #10						\$ 8,883.84		\$ -		\$ 8,883.84
CHANGE ORDER #11										
1		MGP SIGNAL SYSTEM SALVAGE AND INSTALL	LS	1	\$ 16,227.30	\$ 16,227.30		\$ -	1.00	\$ 16,227.30
2		10% PRIME CONTRACTOR MARKUP	LS	1	\$ 1,622.73	\$ 1,622.73		\$ -	1.00	\$ 1,622.73
TOTAL CHANGE ORDER #11						\$ 17,850.03		\$ -		\$ 17,850.03
CHANGE ORDER #12										
1		17910 CR 47 DRIVEWAY CULVERT	LS	1	\$ 3,360.69	\$ 3,360.69		\$ -	1.00	\$ 3,360.69
TOTAL CHANGE ORDER #12						\$ 3,360.69		\$ -		\$ 3,360.69
CHANGE ORDER #13										
1		BROCKTON LANE TURN LANE CLOSURES	LS	1	\$ 4,131.36	\$ 4,131.36		\$ -	1.00	\$ 4,131.36
2		TROY LANE SIGNAGE	LS	1	\$ 1,102.42	\$ 1,102.42		\$ -	1.00	\$ 1,102.42
TOTAL CHANGE ORDER #13						\$ 5,233.78		\$ -		\$ 5,233.78
CHANGE ORDER #14										
1		PHASE 2 DETOUR SIGNAGE RE-INSTALL	LS	1	\$ 3,119.99	\$ 3,119.99		\$ -	1.00	\$ 3,119.99
2		10% PRIME CONTRACTOR MARKUP	LS	1	\$ 312.00	\$ 312.00		\$ -	1.00	\$ 312.00
TOTAL CHANGE ORDER #14						\$ 3,119.99		\$ -		\$ 3,431.99
CHANGE ORDER #15										
1		PHASE 2 MOBILIZATION	LS	1	\$ 7,173.09	\$ 7,173.09		\$ -	1.00	\$ 7,173.09
TOTAL CHANGE ORDER #15						\$ 7,173.09		\$ -		\$ 7,173.09
CHANGE ORDER #16										
1		CENTERPOINT ENERGY ADDITIONAL WORK	LS	1	\$ 5,000.00	\$ 5,000.00		\$ -	1.00	\$ 5,000.00
TOTAL CHANGE ORDER #16						\$ 5,000.00		\$ -		\$ 5,000.00
CHANGE ORDER #17										
1		BITUMINOUS PAVING INCENTIVES/DISINCENTIVES	LS	1	\$ 19,090.06	\$ 19,090.06		\$ -	1.00	\$ 19,090.06
TOTAL CHANGE ORDER #17						\$ 19,090.06		\$ -		\$ 19,090.06

TOTAL BID AMOUNT \$ 5,909,352.10

TOTAL AMOUNT EARNED PAYMENT 12 \$ 12,335.50
RELEASE OF RETAINAGE \$ 118,797.52
AMOUNT DUE PAYMENT 12 \$ 131,133.02

TOTAL AMOUNT EARNED TO DATE \$ 5,952,211.53

CITY OF PLYMOUTH

RESOLUTION No. 2025-115

RESOLUTION APPROVING FINAL CLOSEOUT FOR THE COUNTY ROAD 47 RECONSTRUCTION PROJECT - PHASE 1 (ST220001)

WHEREAS, the City of Plymouth as the owner, and Eureka Construction, Inc. as the contractor, have entered into an agreement for the County Road 47 Reconstruction Project – Phase 1. Said agreement was approved by the City Council on April 12, 2022; and

WHEREAS, the City Engineer has certified acceptance of the work and approval of the request for final payment.

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

1. That the original contract amount between the owner and the contractor was \$5,909,352.10, the revised contract amount was \$6,014,855.82, and the final contract amount is \$5,952,211.53, or 1% under the revised contract amount.
2. That the work performed by the contractor for the County Road 47 Reconstruction Project – Phase 1 and certified to the Council by the engineer as acceptable, being the same, is released from the contract except as to the conditions of the performance bond, any and all legal rights of the owner, required guarantees, and correction of faulty work after final payment.
3. The total project cost is \$7,514,939.61, which includes the improvements (\$5,952,211.53), city provided material (\$113,806.97), easement acquisition (\$185,000), and engineering and administration (\$1,263,921.11).

BE IT FURTHER RESOLVED:

1. The original funding for this project was from the Municipal State Aid (MSA) Fund (\$2,300,000), the Street Reconstruction Fund (\$5,322,000), the Water Fund (\$138,000), the City of Medina (\$80,000), and the City of Corcoran (\$80,000).
2. That the funding for this project would be from the Street Reconstruction Fund (\$5,000,000.00), the Municipal State Aid (MSA) Fund (\$2,207,664.22), the Water Fund (\$147,911.75), the City of Corcoran (\$79,681.82), and the City of Medina (\$79,681.82).

APPROVED by the City Council on this 22nd day of April, 2025.

To: Dave Callister, City Manager

Prepared by: Ben Scharenbroich, Water Resources Supervisor

Reviewed by: Michael Thompson, Public Works Director

Item: **Approve wetland replacement plan application for the Chankahda Trail Reconstruction - Phase 3 Project (ST240002)**

1. Action Requested:

Adopt attached resolution approving the wetland replacement plan application for the Chankahda Trail Reconstruction - Phase 3 Project (ST240002)

2. Background:

The Chankahda Trail Reconstruction Phase 3 Project impacts small portions of 14 wetlands throughout the Chankahda Trail corridor between Vicksburg Lane and County Road 61. The project requires approximately 0.28 acres (12,274 square feet) of permanent wetland impacts to be replaced utilizing the city's Wetland Replacement Plan Application. Wetland mitigation credits are proposed to be purchased at a 2:1 ratio through the Local Government Road Wetland Replacement Bank Program (LGRWRP), which was developed to assist local governments with wetland replacement on roadway improvement projects.

3. Budget Impact:

This project is included in the 2025-2034 Capital Improvement Plan at an estimated cost of \$16,000,000 which includes wetland replacement costs.

4. Attachments:

1. Wetland Impact Map
2. Wetland Mitigation Table
3. Resolution

Figure 1. Project location

 Study Area

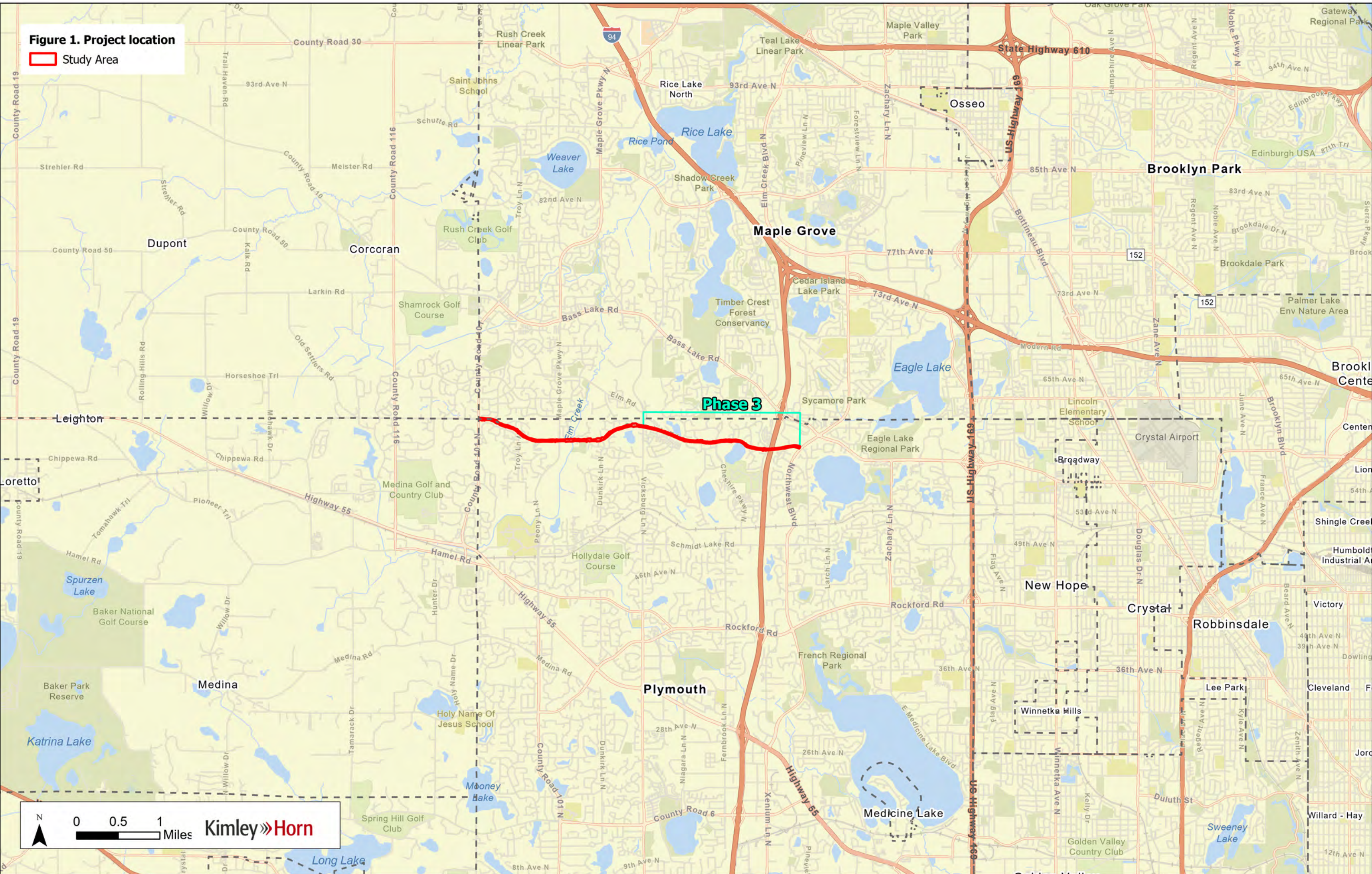


Figure 2. Proposed Impacts

- Construction Limits
- Proposed Rip Rap
- Proposed Pipe
- MnDOT Existing Right-of-Way
- Cross Sections
- 2-ft Contours
- Wetland Impacts**
 - *Incidental Wetland
 - Permanent Wetland Impact
 - Temporary Wetland Impact

Wetland Boundaries

- Wetland Not Regulated
- Wetland Regulated
- Delineated Wetland Beyond Construction Limits



Figure 2. Proposed Impacts

- | | | |
|-----------------------------|--------------------------|---|
| Construction Limits | 2-ft Contours | Wetland Boundaries |
| Proposed Rip Rap | Wetland Impacts | Wetland Not Regulated |
| Proposed Pipe | *Incidental Wetland | Wetland Regulated |
| MnDOT Existing Right-of-Way | Permanent Wetland Impact | Delineated Wetland Beyond Construction Limits |
| Cross Sections | Temporary Wetland Impact | |

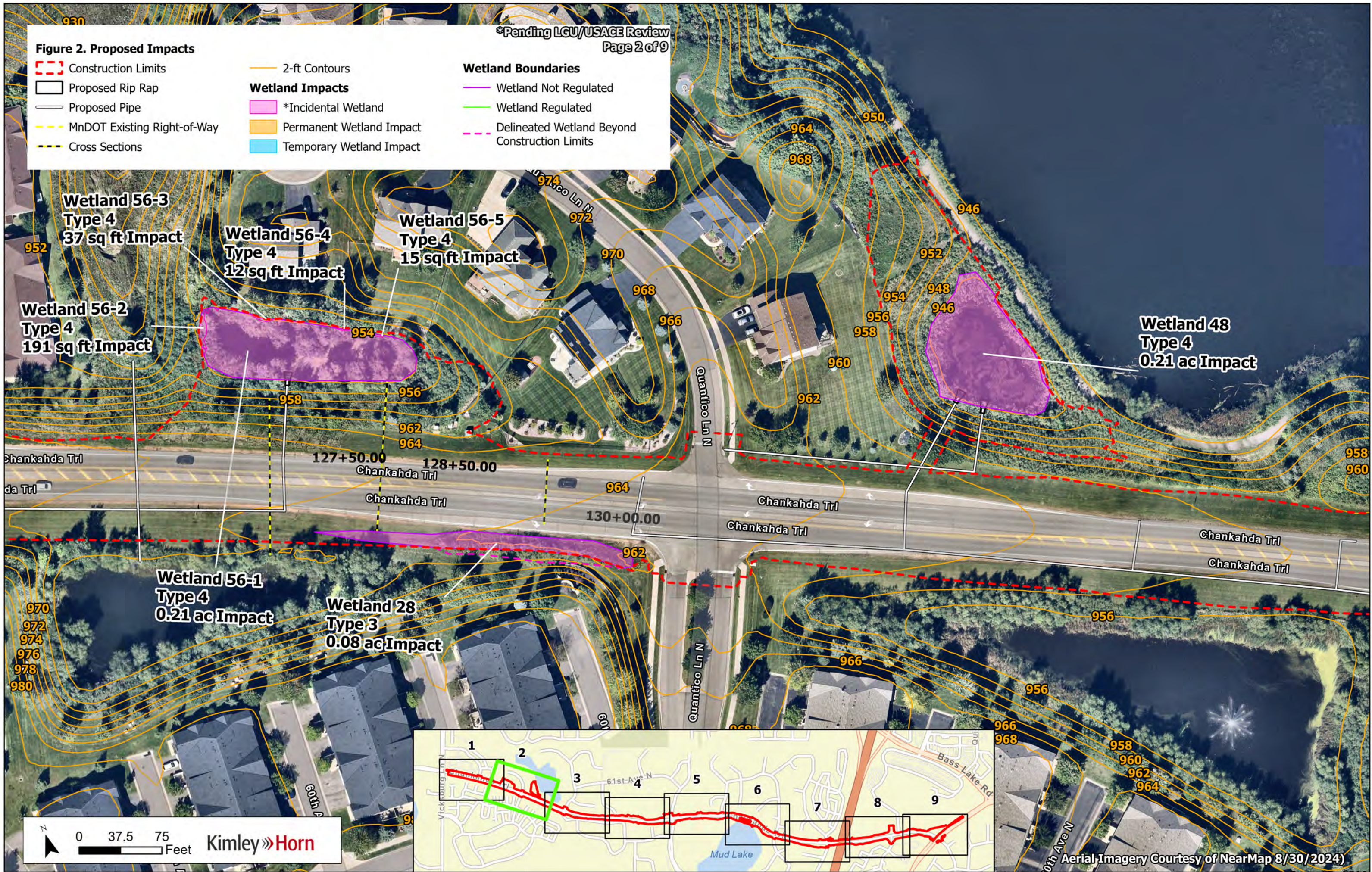


Figure 2. Proposed Impacts

- Construction Limits

Proposed Rip Rap

Proposed Pipe

MnDOT Existing Right-of-Way

Cross Sections
- 2-ft Contours
- Wetland Impacts

*Incidental Wetland

Permanent Wetland Impact

Temporary Wetland Impact

- Wetland Boundaries

Wetland Not Regulated

Wetland Regulated

Delineated Wetland Beyond Construction Limits

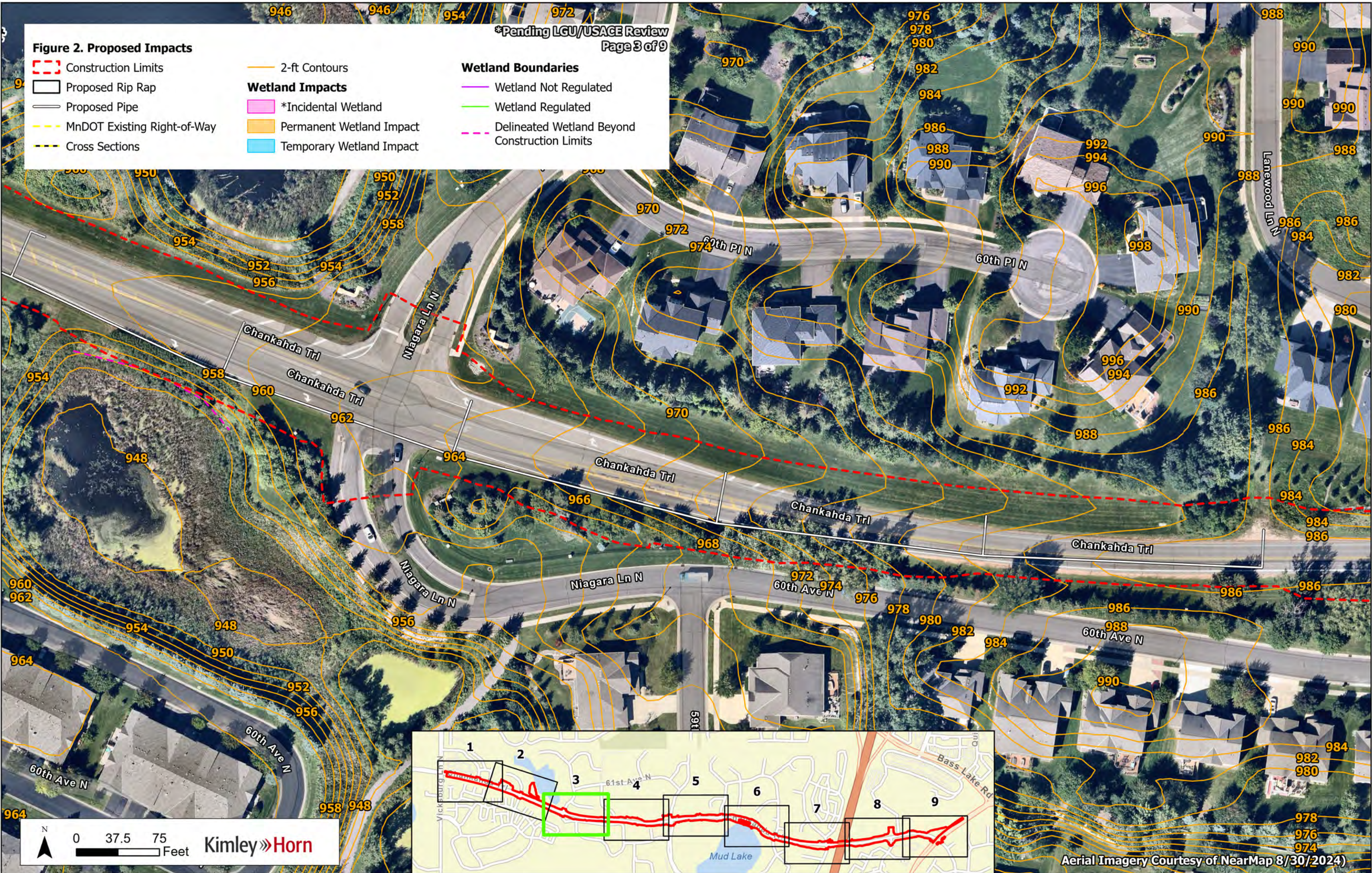


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Wetland Boundaries

- Wetland Not Regulated
- Wetland Regulated
- Delineated Wetland Beyond Construction Limits

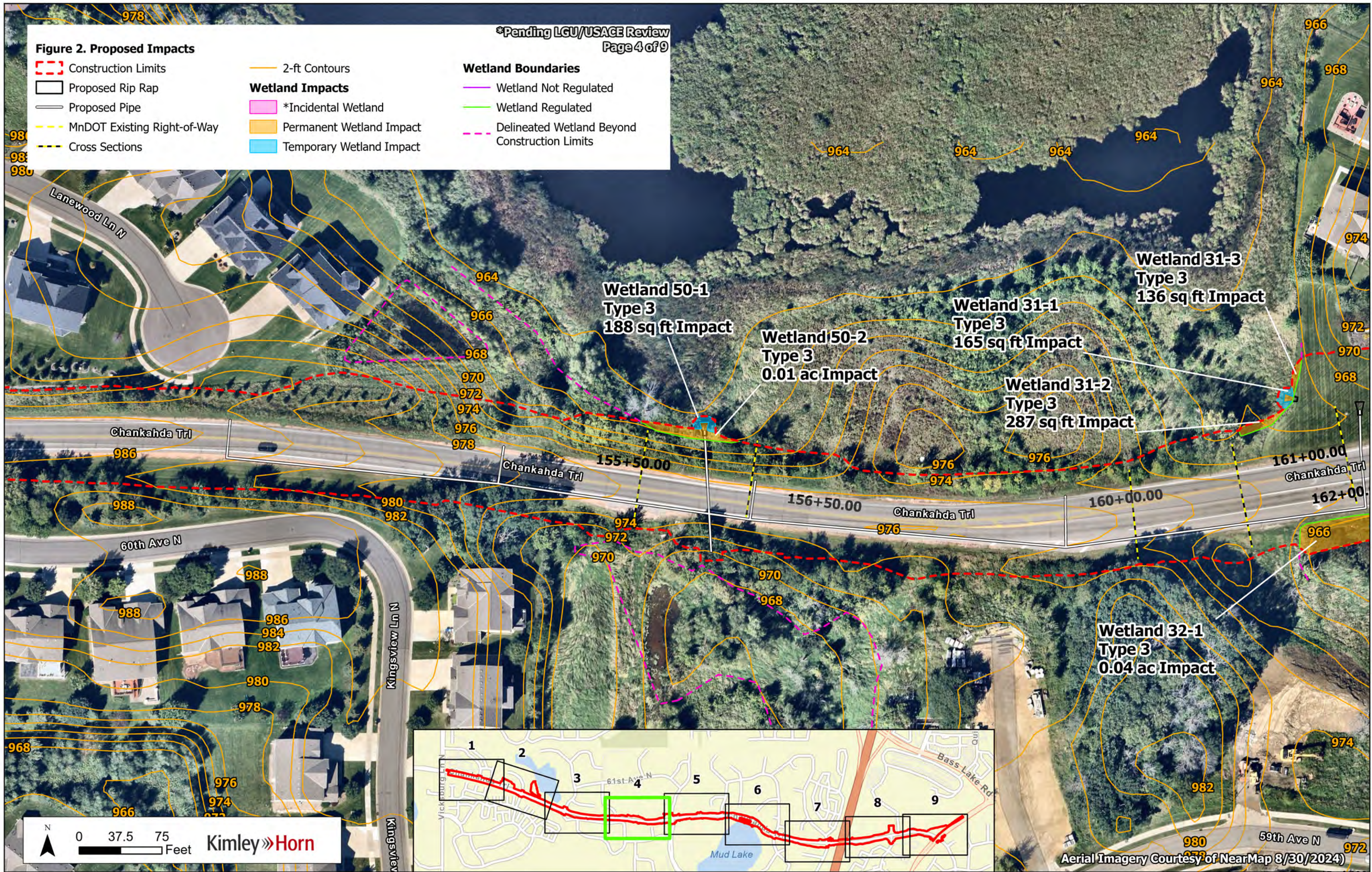


Figure 2. Proposed Impacts

- Construction Limits
- Proposed Rip Rap
- Proposed Pipe
- MnDOT Existing Right-of-Way
- Cross Sections
- 2-ft Contours
- Wetland Impacts**
 - *Incidental Wetland
 - Permanent Wetland Impact
 - Temporary Wetland Impact

- Wetland Boundaries**
 - Wetland Not Regulated
 - Wetland Regulated
 - Delineated Wetland Beyond Construction Limits

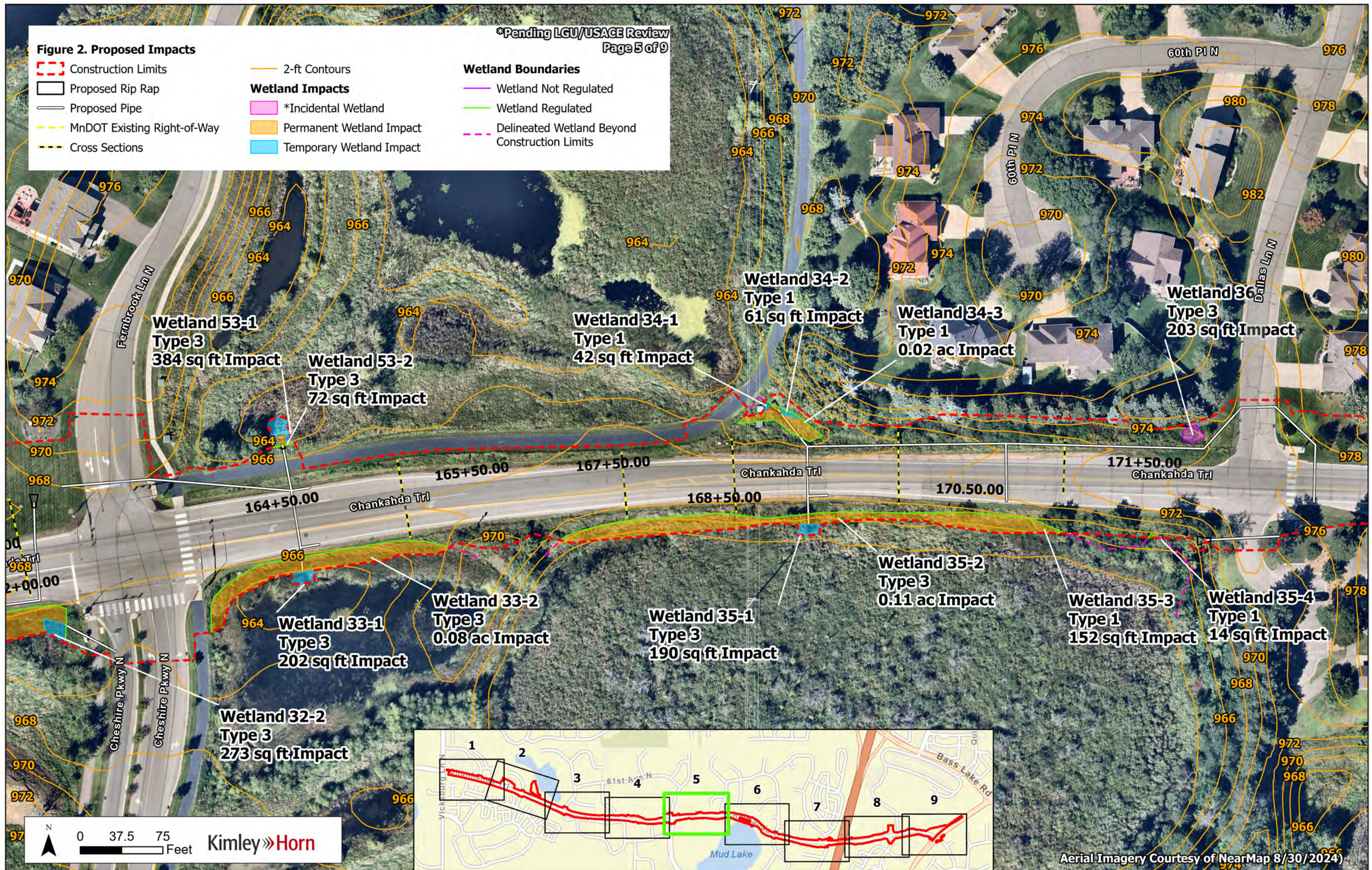


Figure 2. Proposed Impacts

- | | |
|---|--|
|  Construction Limits |  2-ft Contours |
|  Proposed Rip Rap | Wetland Impacts |
|  Proposed Pipe |  *Incidental Wetland |
|  MnDOT Existing Right-of-Way |  Permanent Wetland Impact |
|  Cross Sections |  Temporary Wetland Impact |

- Wetland Boundaries**
- | |
|---|
|  Wetland Not Regulated |
|  Wetland Regulated |
|  Delineated Wetland Beyond Construction Limits |

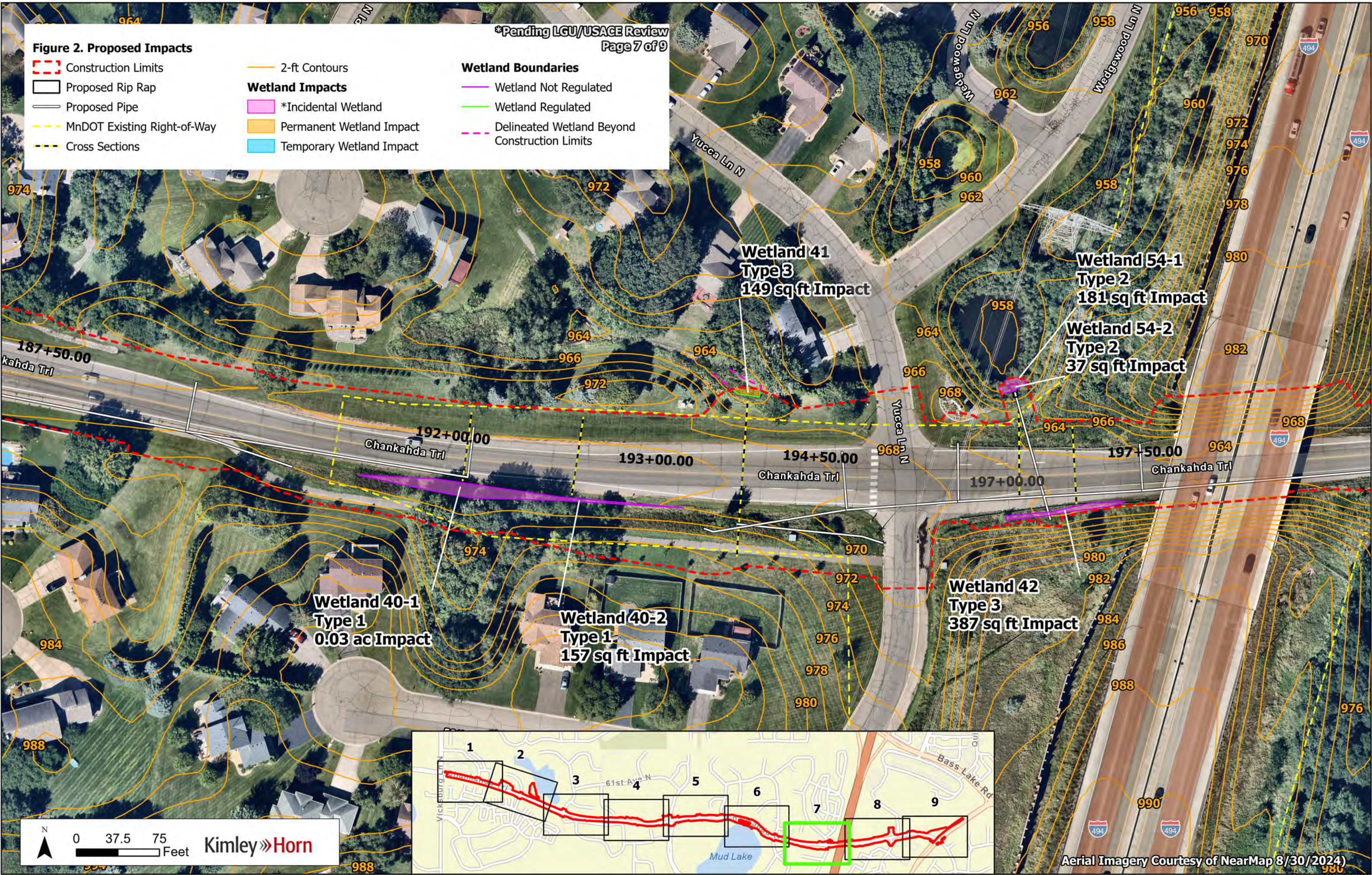


Figure 2. Proposed Impacts

Construction Limits

Proposed Rip Rap

Proposed Pipe

MnDOT Existing Right-of-Way

Cross Sections

2-ft Contours

Wetland Impacts

*Incidental Wetland

Permanent Wetland Impact

Temporary Wetland Impact

Wetland Boundaries

Wetland Not Regulated

Wetland Regulated

Delineated Wetland Beyond
Construction Limits

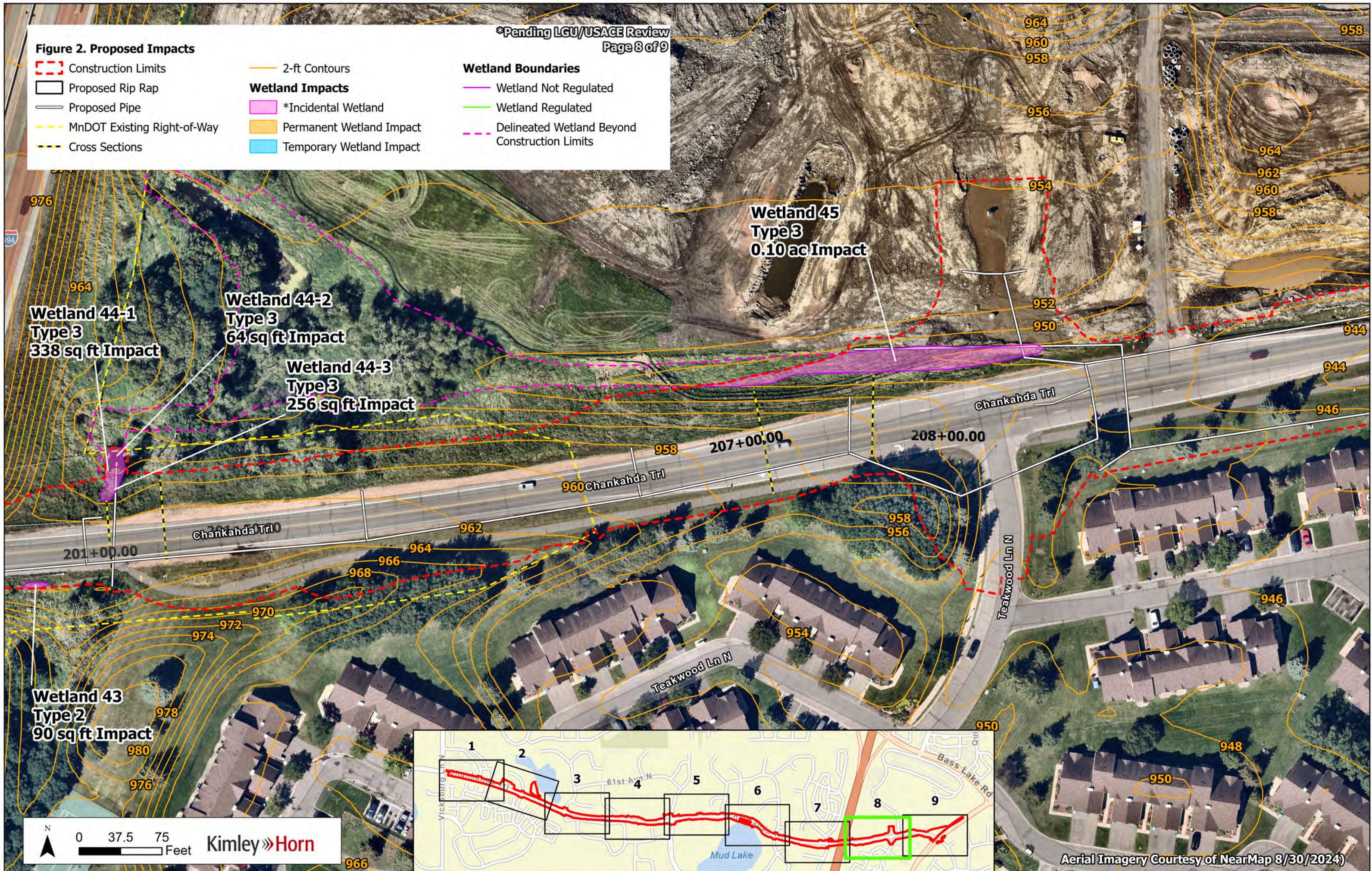


Figure 2. Proposed Impacts

- Construction Limits
- Proposed Rip Rap
- Proposed Pipe
- MnDOT Existing Right-of-Way
- Cross Sections

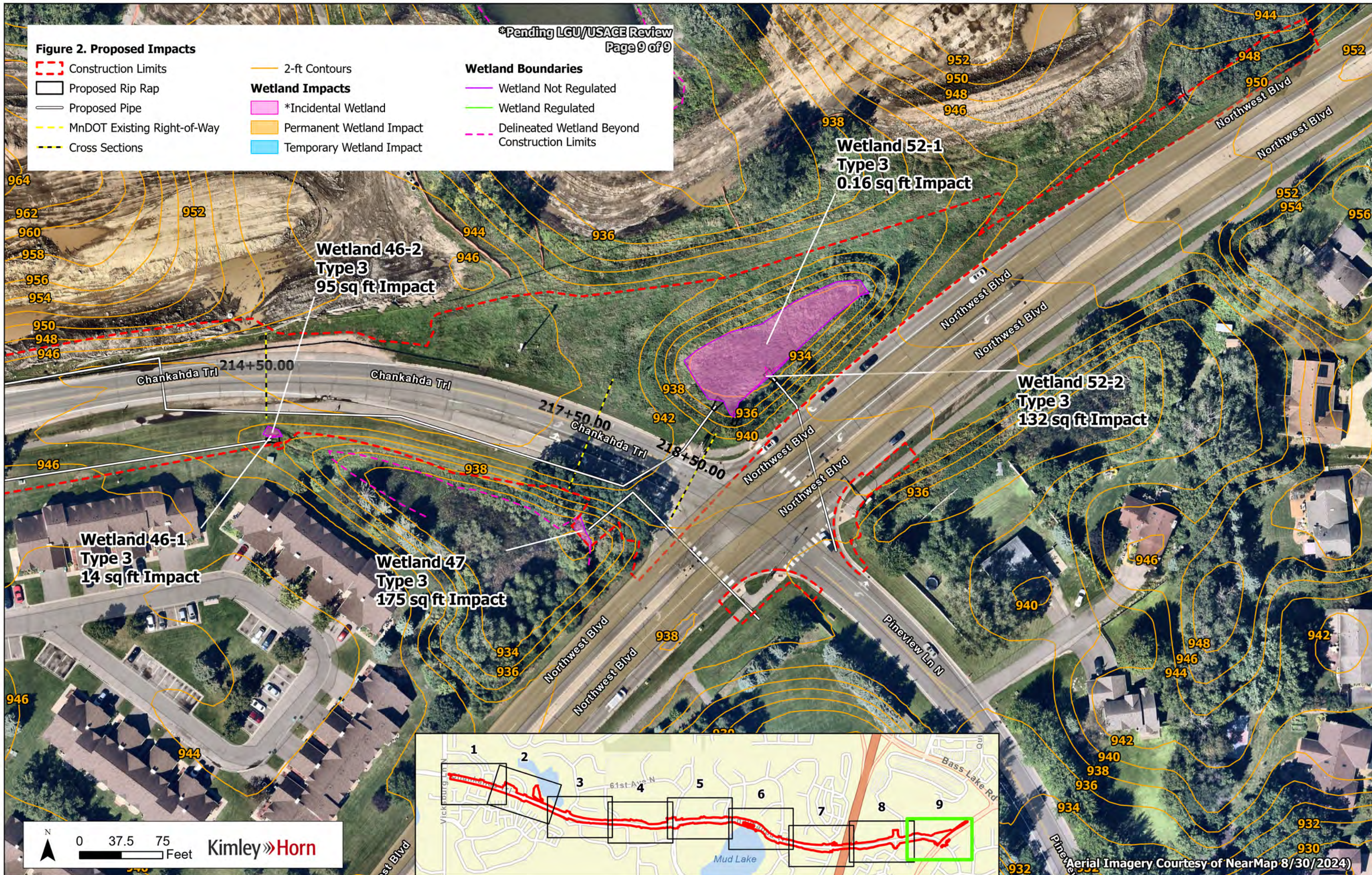
2-ft Contours

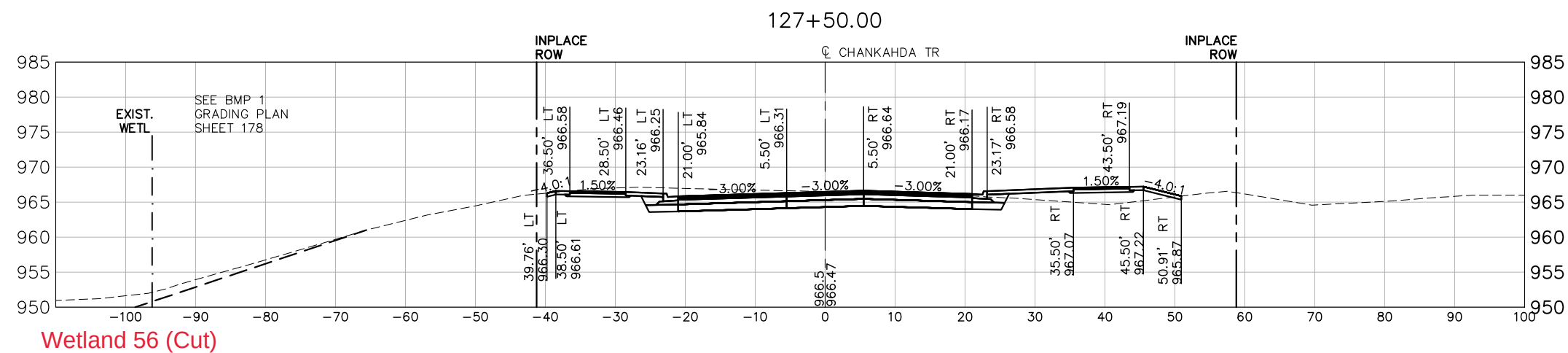
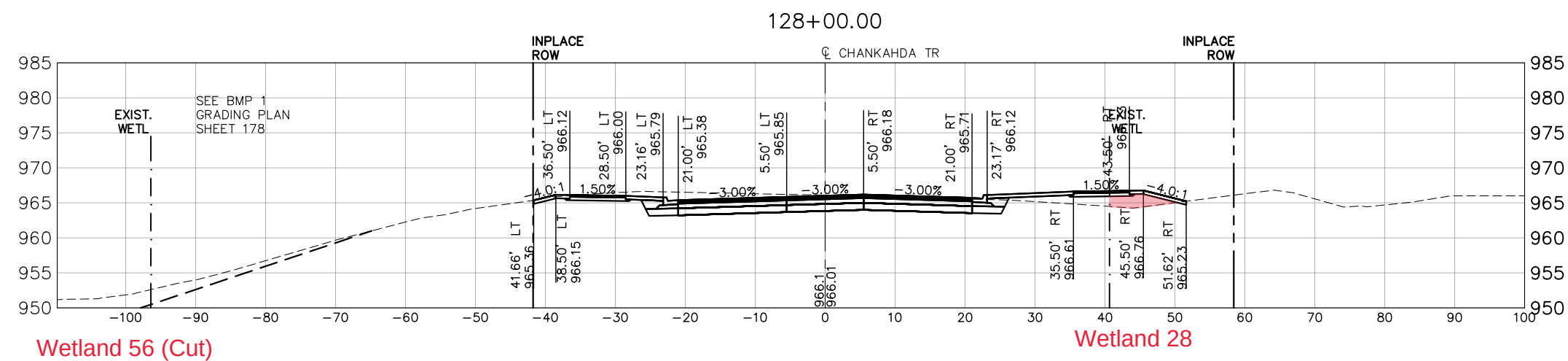
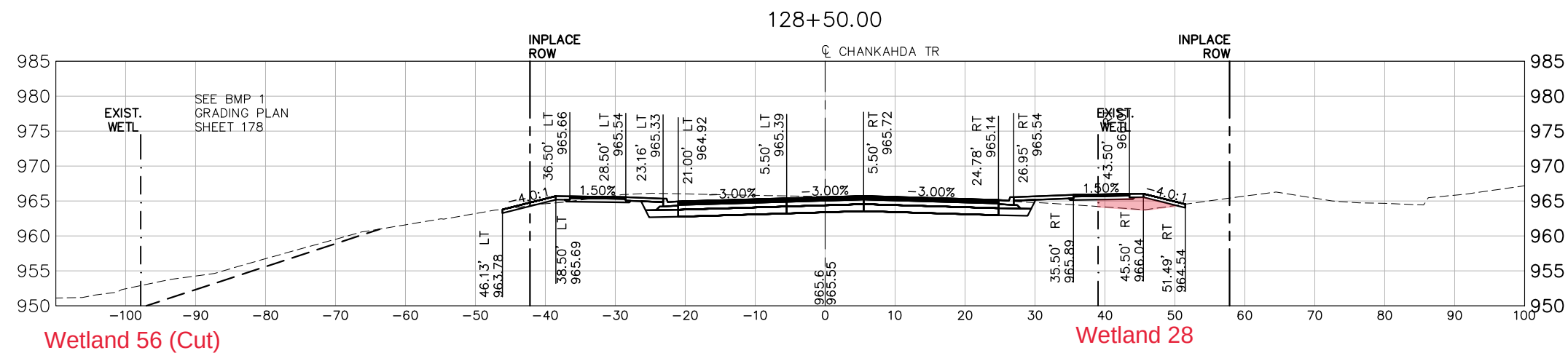
Wetland Impacts

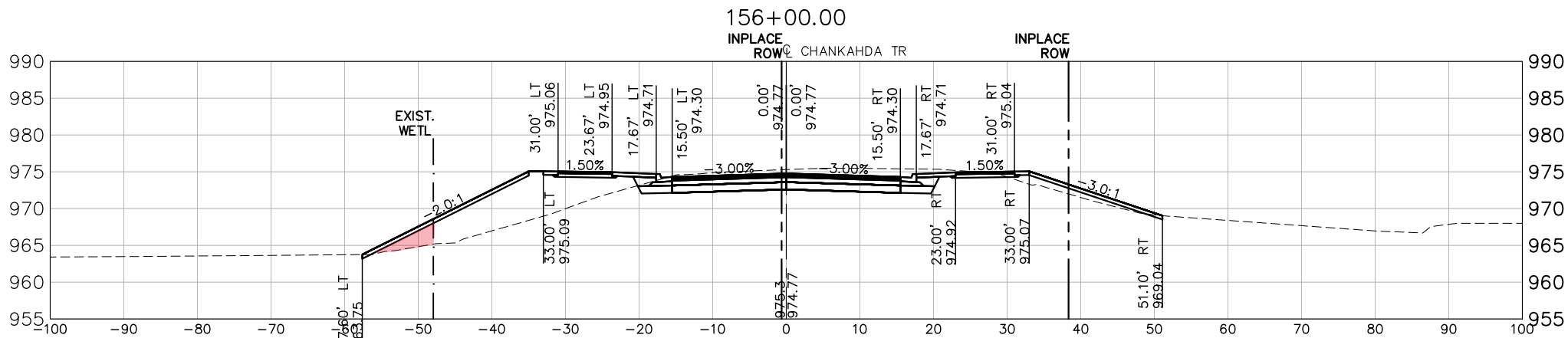
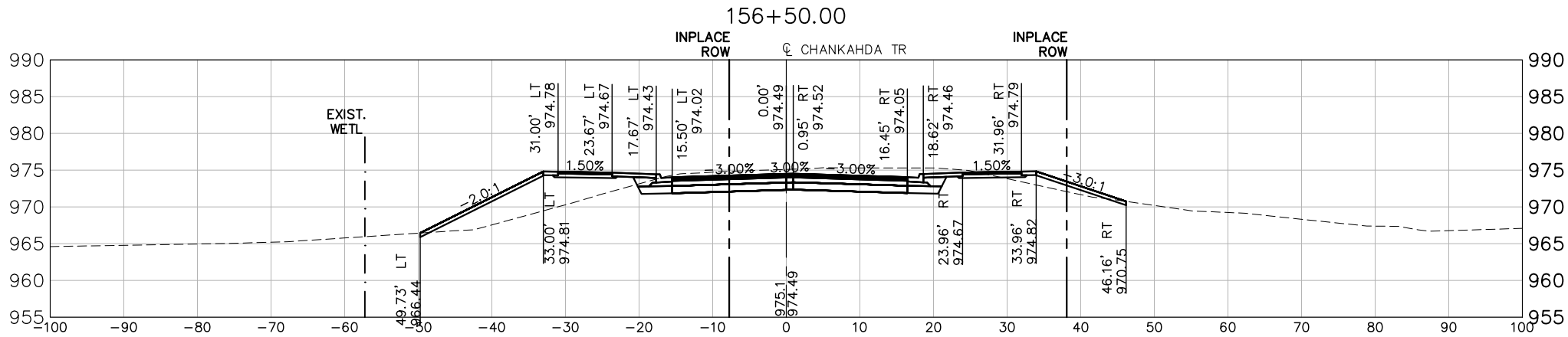
- *Incidental Wetland
- Permanent Wetland Impact
- Temporary Wetland Impact

Wetland Boundaries

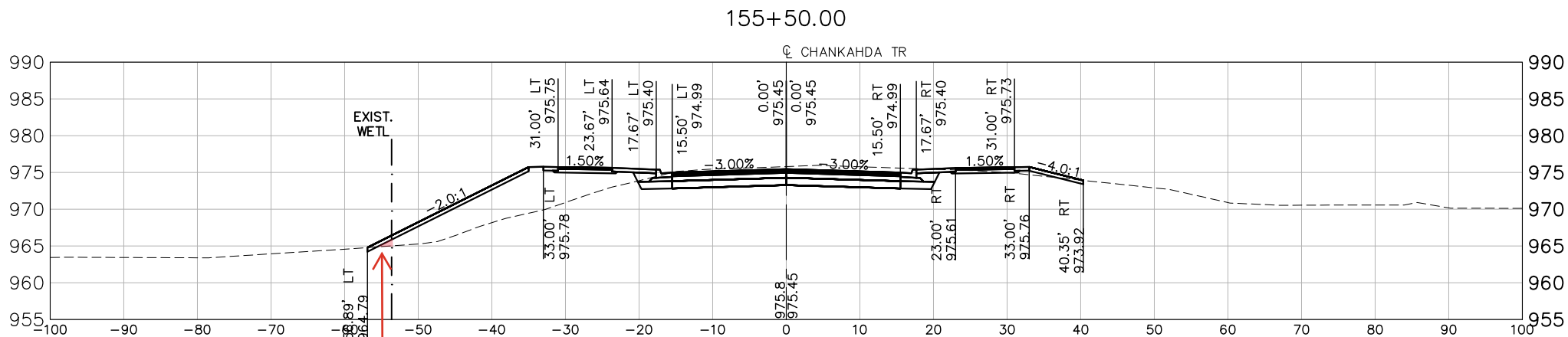
- Wetland Not Regulated
- Wetland Regulated
- Delineated Wetland Beyond Construction Limits







Wetland 50



Wetland 50

No.	Date	Revisions	App.	DRAWING NAME
				CHANKAHDA_PH3_Sections.dwg
				DESIGNED BY: JWB
				DRAWN BY: JWB
				CHECKED BY: CBL
				DATE: 02/07/2025
				PROJECT NO. 160662010

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Chad B. Larson

CHADD B. LARSON, PE

DATE: 02/07/2025 MN LIC. NO. 41864

City of Plymouth

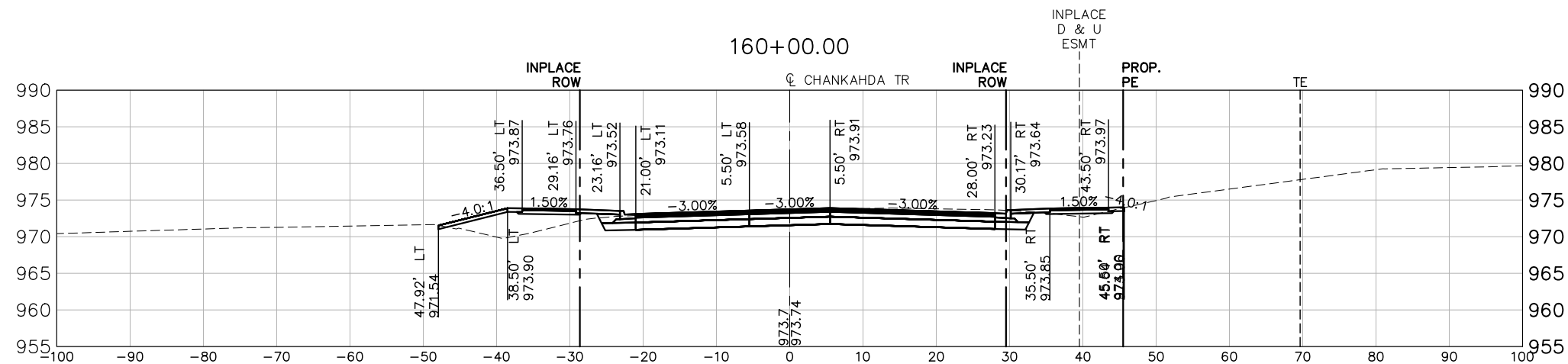
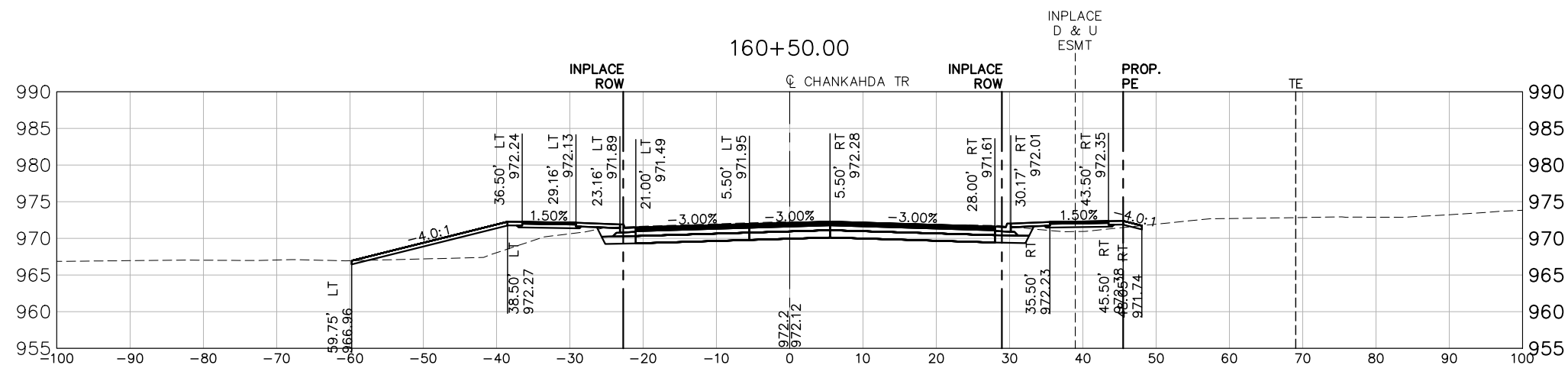
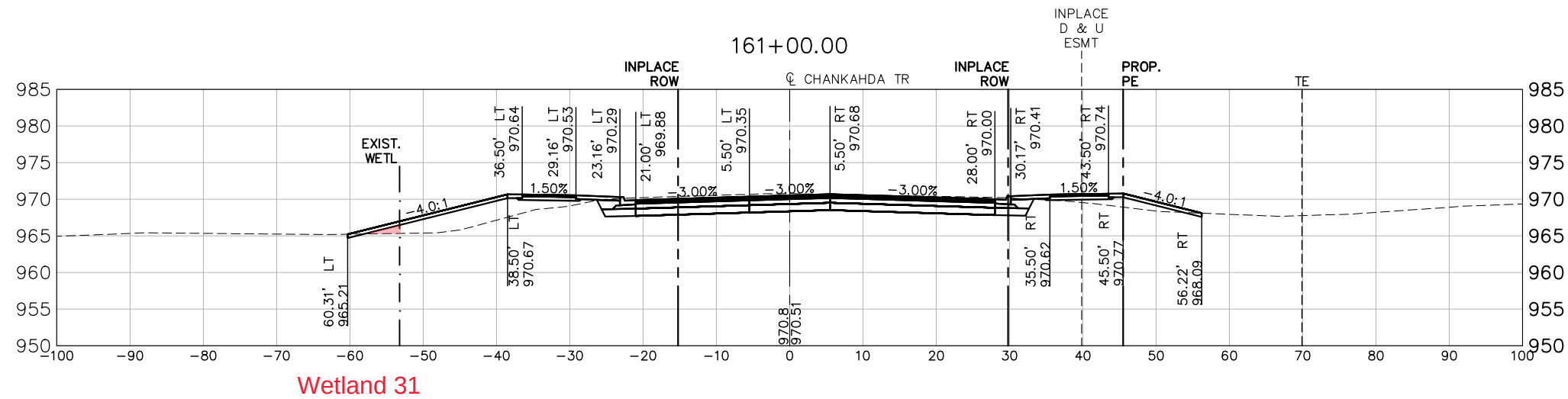
CHANKAHDA TRAIL
RECONSTRUCTION PHASE 3
CHANKAHDA TR
CROSS SECTIONS
STA. 155+50 TO STA. 156+50

CITY PROJECT	ST240002
COUNTY PROJECT	
S.A.P.	155-210-003
S.A.P.	

SHEET NO.

304

354



No.	Date	Revisions	App.	DRAWING NAME
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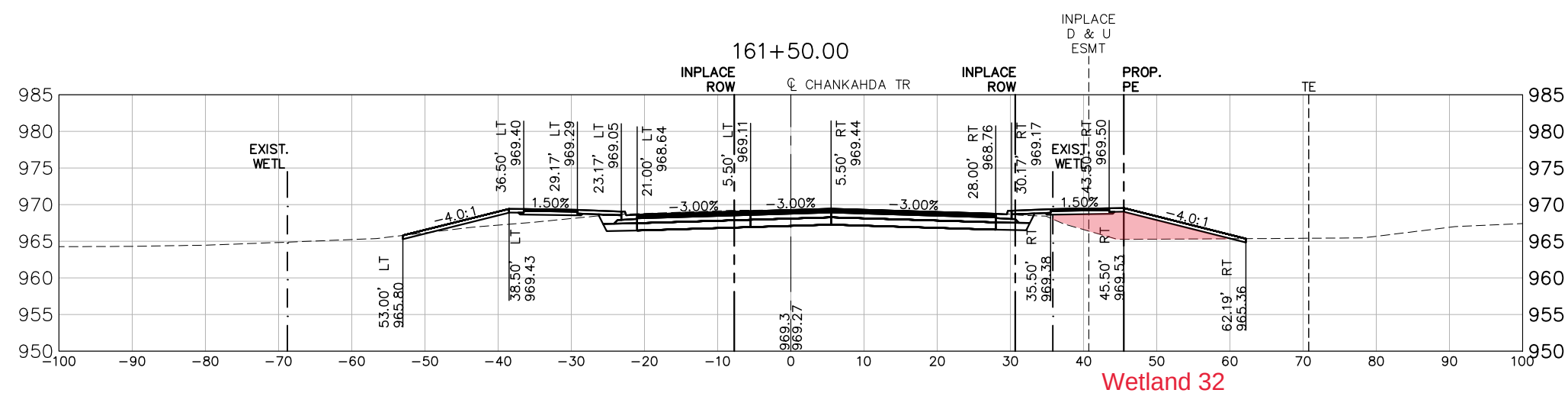
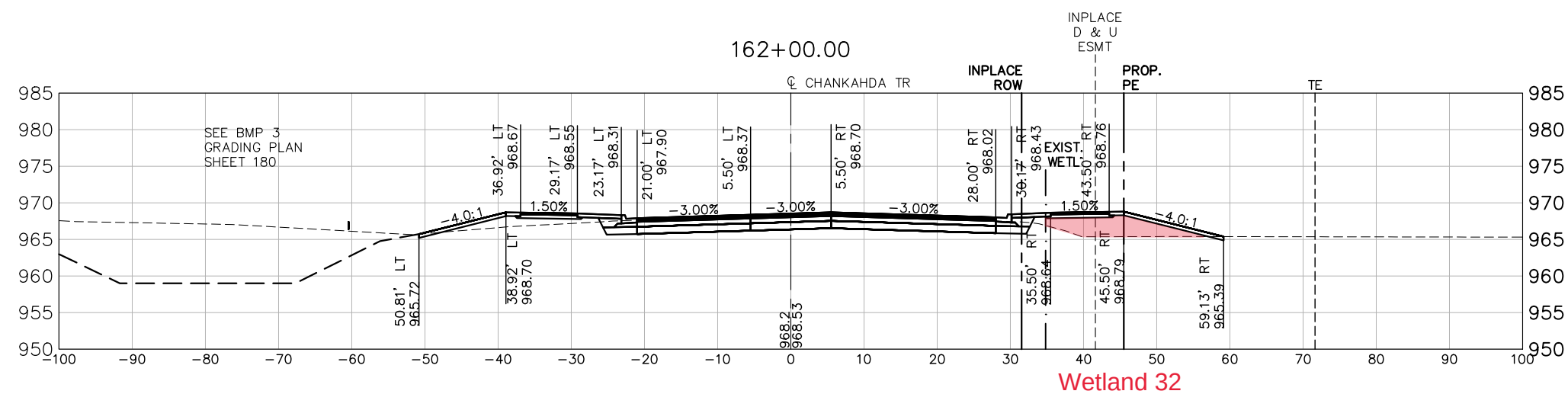
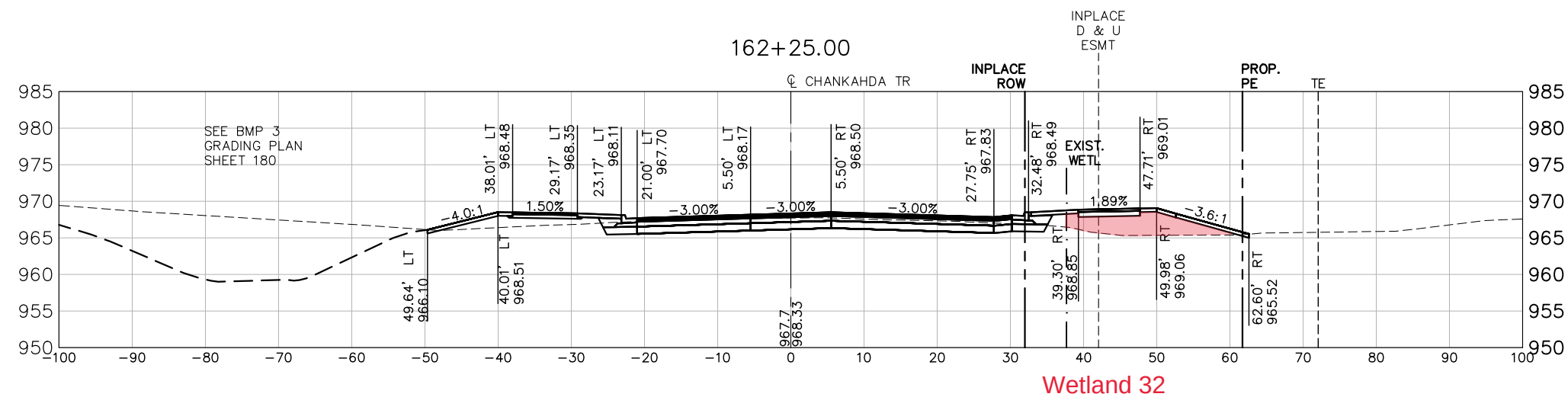
Chad B. Larson
CHADD B. LARSON, PE
DATE: 02/07/2025 MN LIC. NO. 41864

City of Plymouth

CHANKAHDA TRAIL
RECONSTRUCTION PHASE 3
CHANKAHDA TR
CROSS SECTIONS
STA. 160+00 TO STA. 161+00

CITY PROJECT ST240002
COUNTY PROJECT
S.A.P. 155-210-003
S.A.P.

SHEET NO.
307
354



No.	Date	Revisions	App.	DRAWING NAME
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				DESIGNED BY: JWB
				DRAWN BY: JWB
				CHECKED BY: CBL
				DATE: 02/07/2025
				PROJECT NO. 160662010

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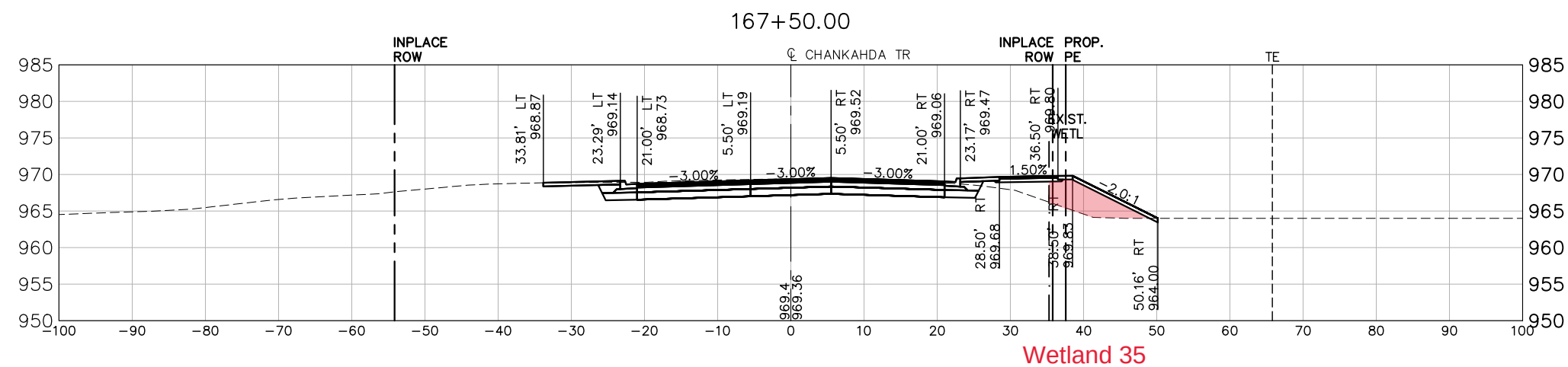
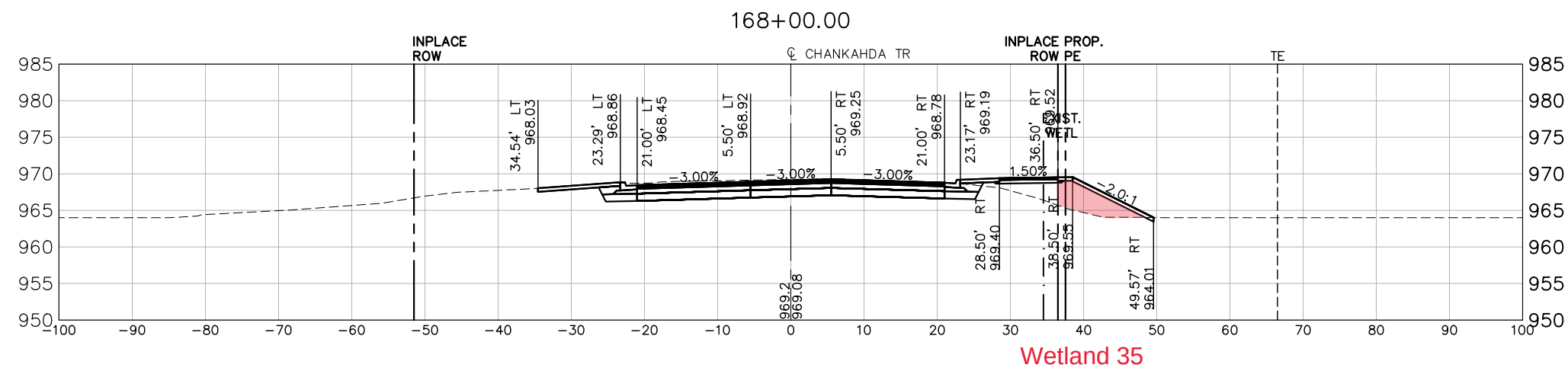
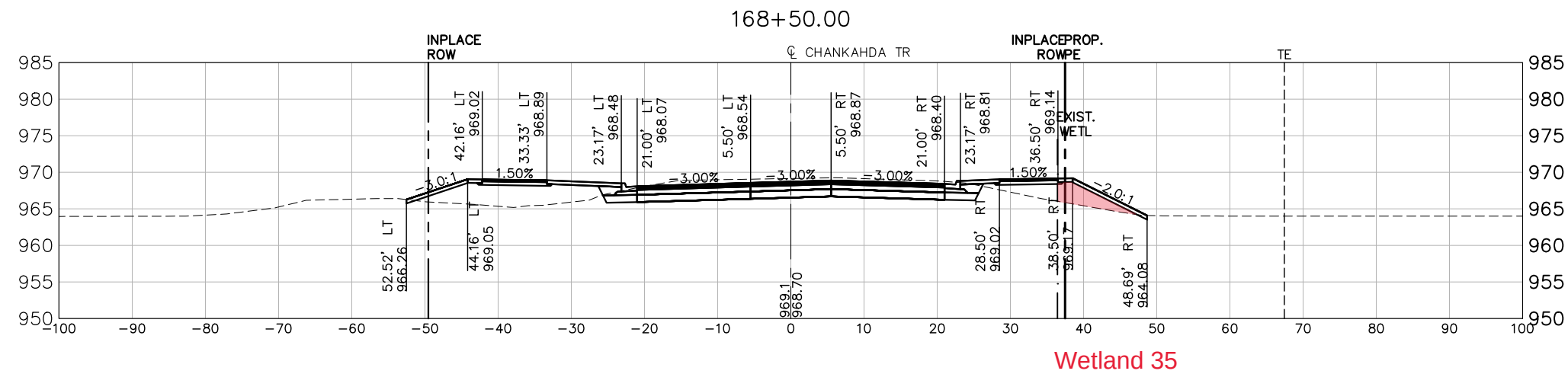
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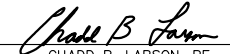
DATE: 02/07/2025 MN LIC. NO. 41864

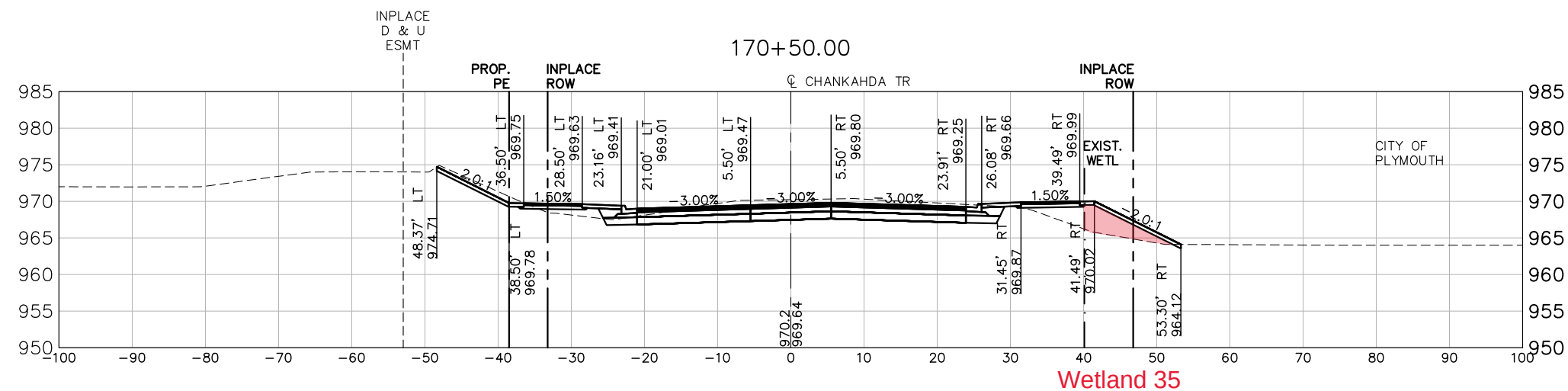
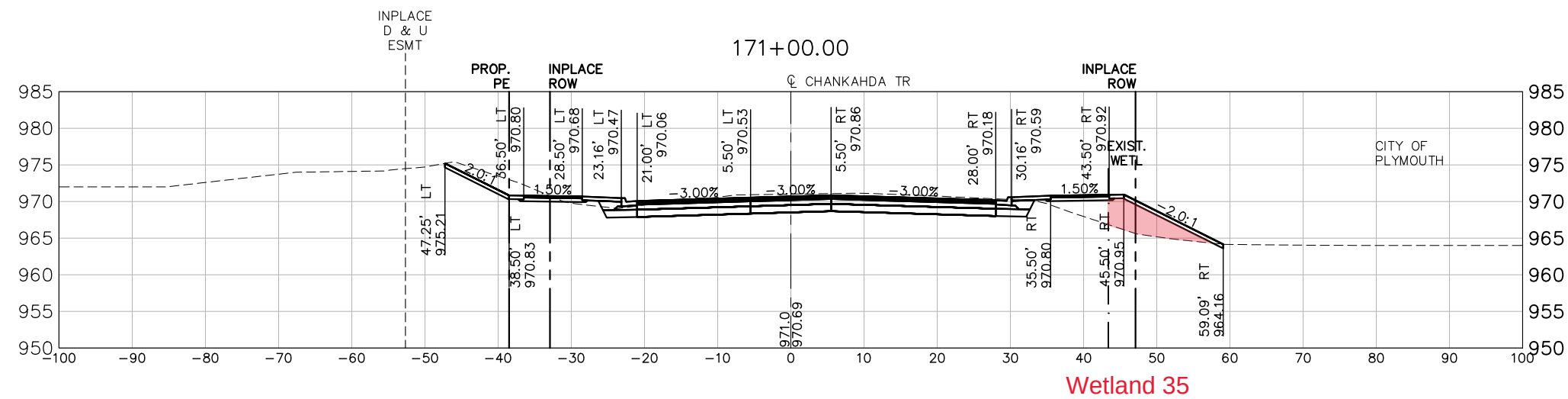
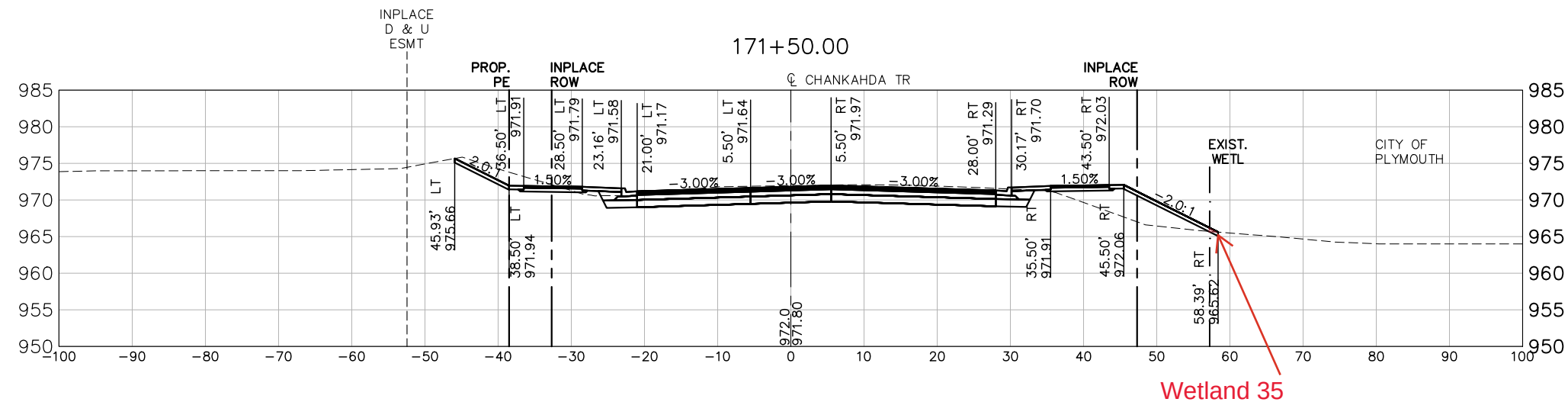
City of Plymouth

CHANKAHDA TRAIL
RECONSTRUCTION PHASE 3
CHANKAHDA TR
CROSS SECTIONS
STA. 161+50 TO STA. 162+25

CITY PROJECT	ST240002	SHEET NO.
COUNTY PROJECT		308
S.A.P.	155-210-003	
S.A.P.		354



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				DESIGNED BY: JWB				COUNTY PROJECT		312
				DRAWN BY: JWB				S.A.P.	155-210-003	
				CHECKED BY: CBL				S.A.P.		
				DATE: 02/07/2025						
				PROJECT NO. 160662010						354



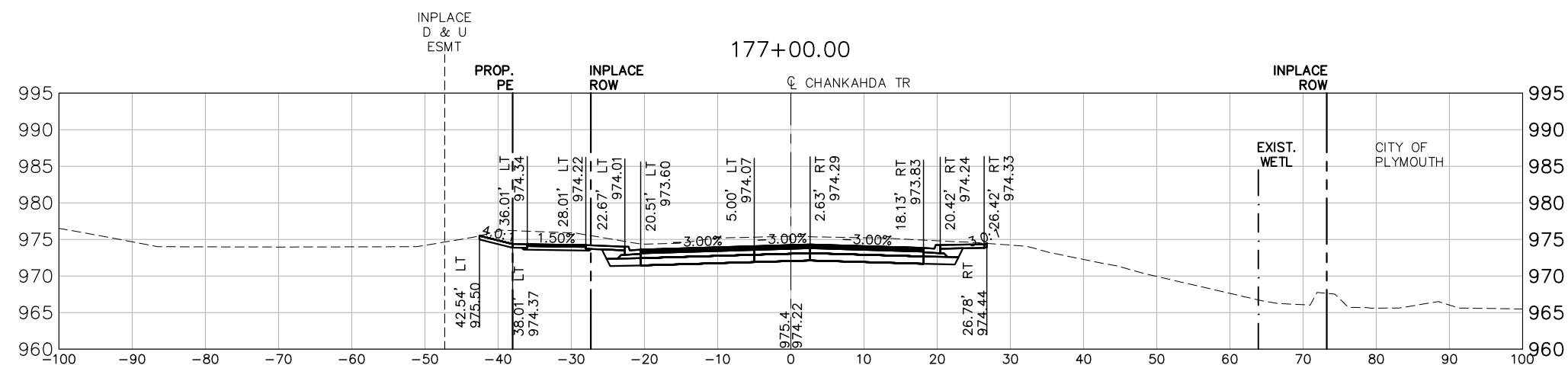
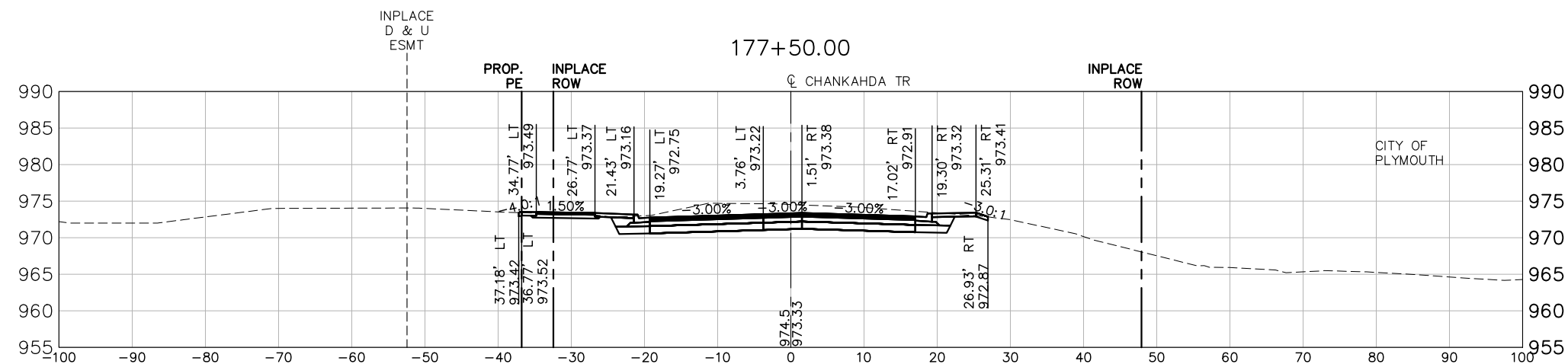
No.	Date	Revisions	App.	DRAWING NAME
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				DESIGNED BY: JWB
				DRAWN BY: JWB
				CHECKED BY: CBL
				DATE: 02/07/2025
				PROJECT NO. 160662010

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Chad B. Larson
CHADD B. LARSON, PE
DATE: 02/07/2025 MN LIC. NO. 41864

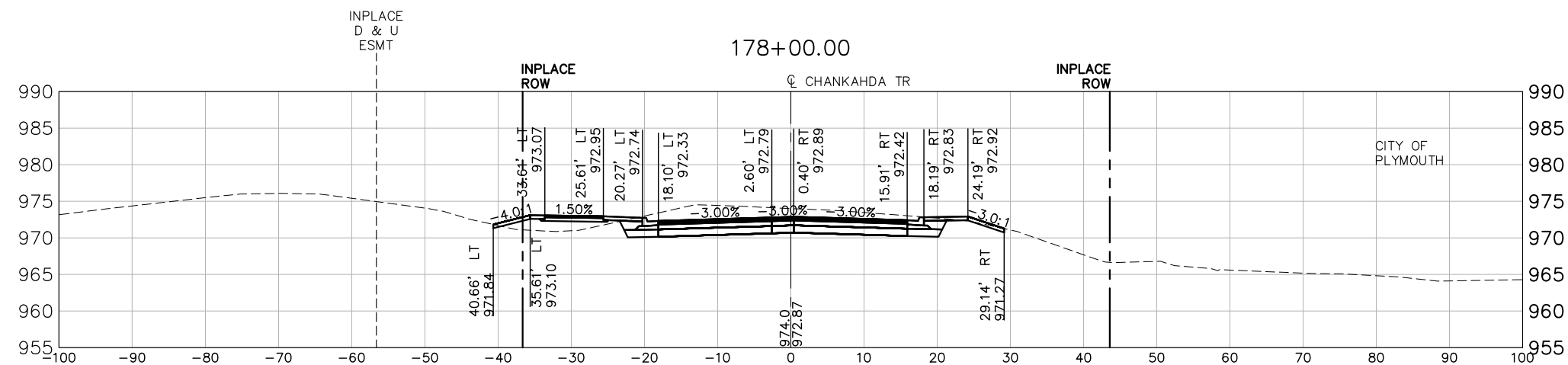
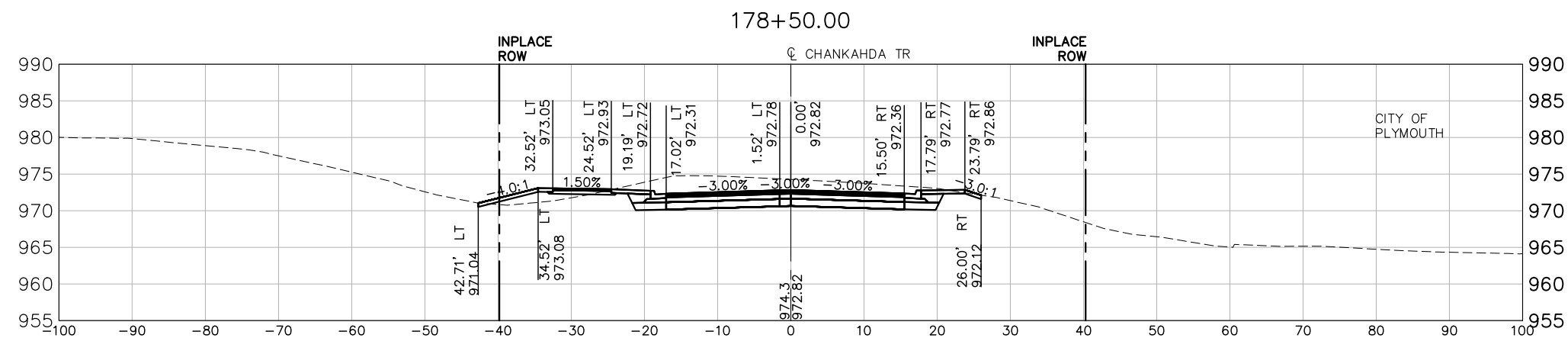
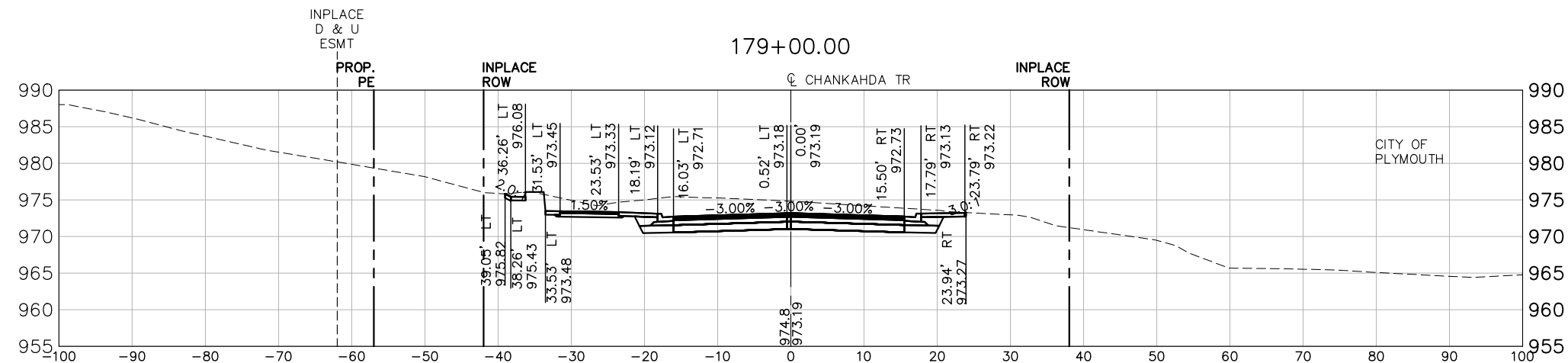
City of Plymouth
CHANKAHDA TRAIL
RECONSTRUCTION PHASE 3
CHANKAHDA TR
CROSS SECTIONS
STA. 170+50 TO STA. 171+50

CITY PROJECT	ST240002	SHEET NO.
COUNTY PROJECT		314
S.A.P.	155-210-003	
S.A.P.		354



Profile view of the proposed road alignment for Chankahda Tr. The profile shows the existing ground (dashed line) and the proposed road (solid line) with various grades and elevations. Key features include the 'Wetland 37' area, the 'CITY OF PLYMOUTH' boundary, and the 'INPLACE ROW' and 'INPLACE PE' lines. The profile is labeled with stationing from -100 to 100 and elevations from 955 to 990 feet.

CITY PROJECT	ST240002	SHEET NO. 318 354
COUNTY PROJECT		
S.A.P.	155-210-003	
S.A.P.		



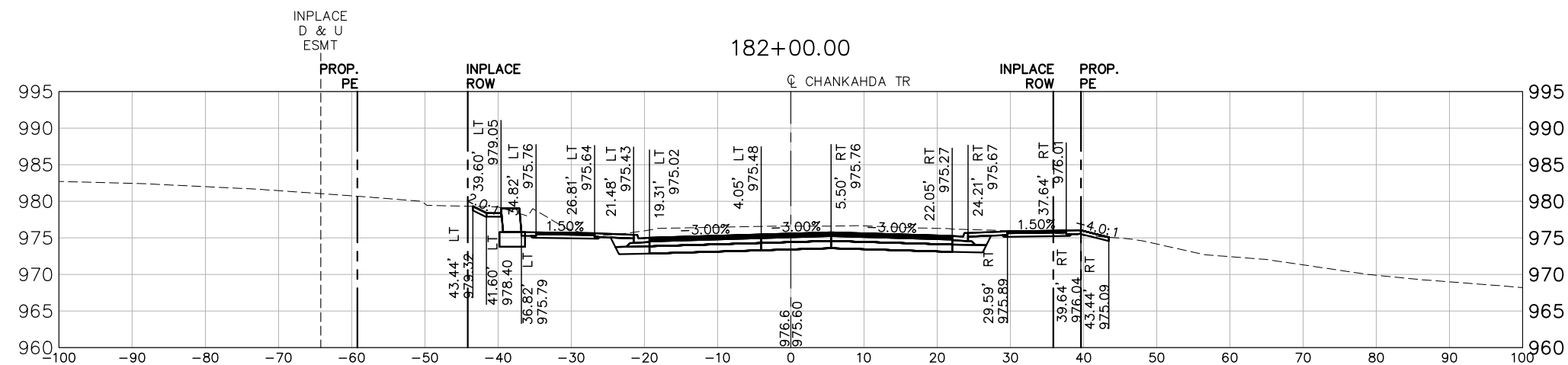
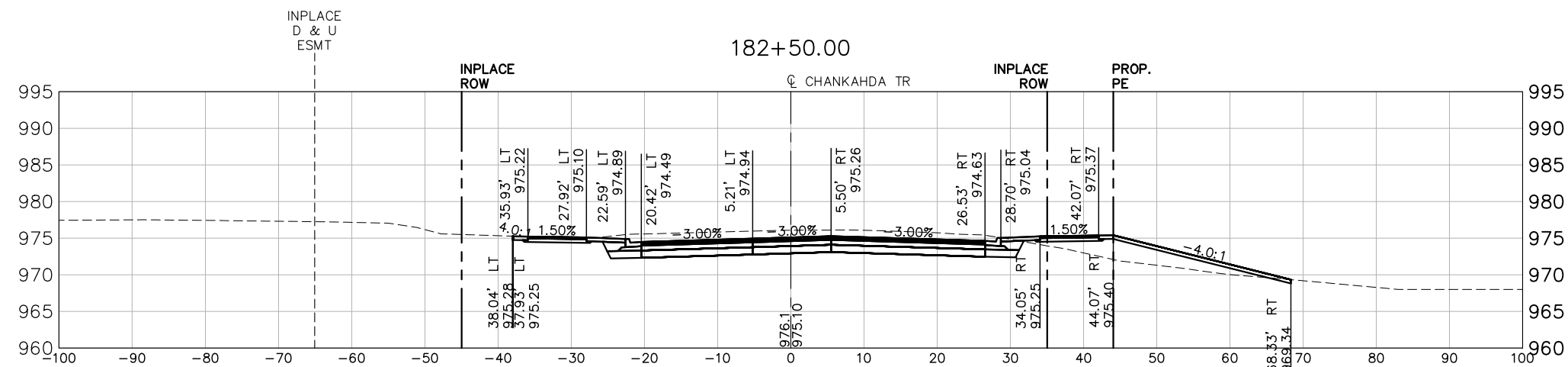
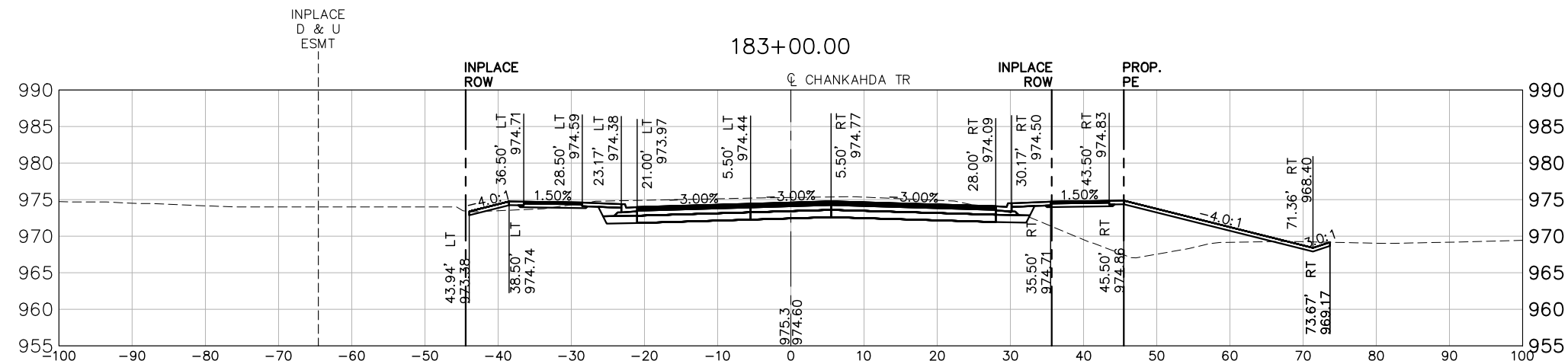
No.	Date	Revisions	App.	DRAWING NAME
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				DESIGNED BY: JWB
				DRAWN BY: JWB
				CHECKED BY: CBL
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				PROJECT NO. 160662010

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CHADD B. LARSON, PE
DATE: 02/07/2025 MN LIC. NO. 41864

City of Plymouth
CHANKAHDA TRAIL
RECONSTRUCTION PHASE 3
CHANKAHDA TR
CROSS SECTIONS
STA. 178+00 TO STA. 179+00

CITY PROJECT	ST240002	SHEET NO.
COUNTY PROJECT		319
S.A.P.	155-210-003	
S.A.P.		354



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				DRAWN BY: JWB
				CHECKED BY: CBL
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				PROJECT NO. 160662010

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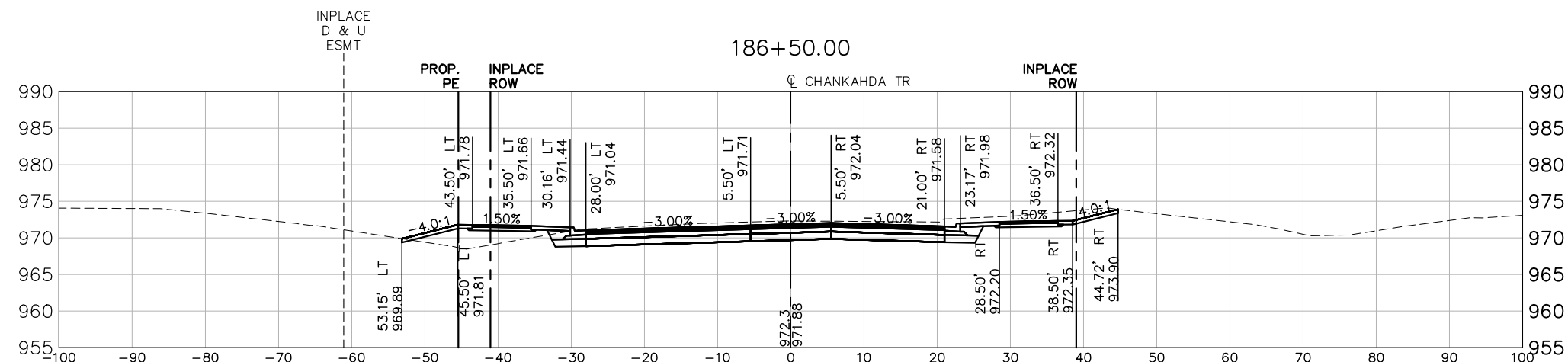
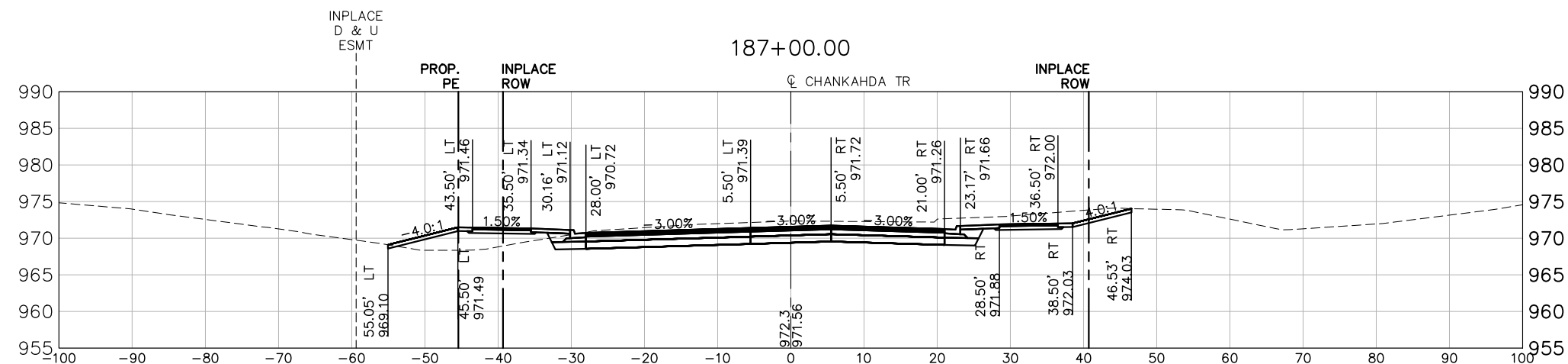
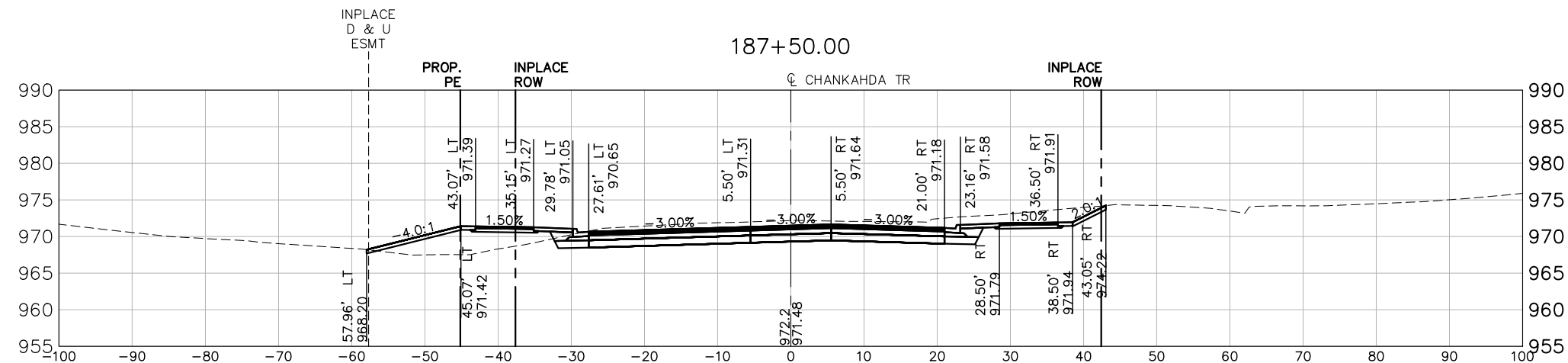
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CHADD B. LARSON, PE

DATE: 02/07/2025 MN LIC. NO. 41864

 City of
Plymouth
CHANKAHDA TRAIL
RECONSTRUCTION PHASE 3
CHANKAHDA TR
CROSS SECTIONS
STA. 182+00 TO STA. 183+00

CITY PROJECT	ST240002	SHEET NO. 322 354
COUNTY PROJECT		
S.A.P.	155-210-003	
S.A.P.		



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				DESIGNED BY: JWB
				DRAWN BY: JWB
				CHECKED BY: CBL
				DATE: 02/07/2025
				PROJECT NO. 160662010

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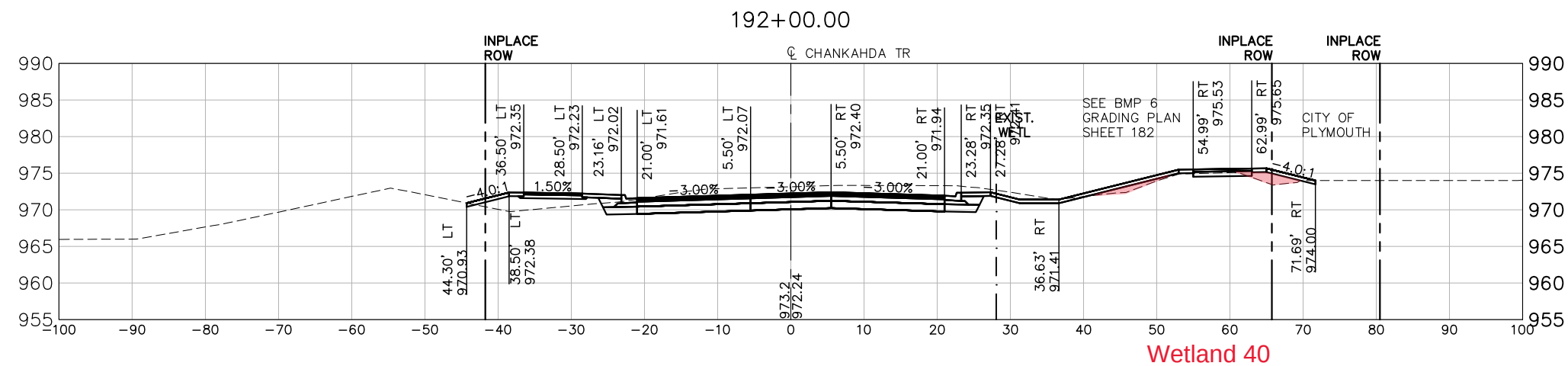
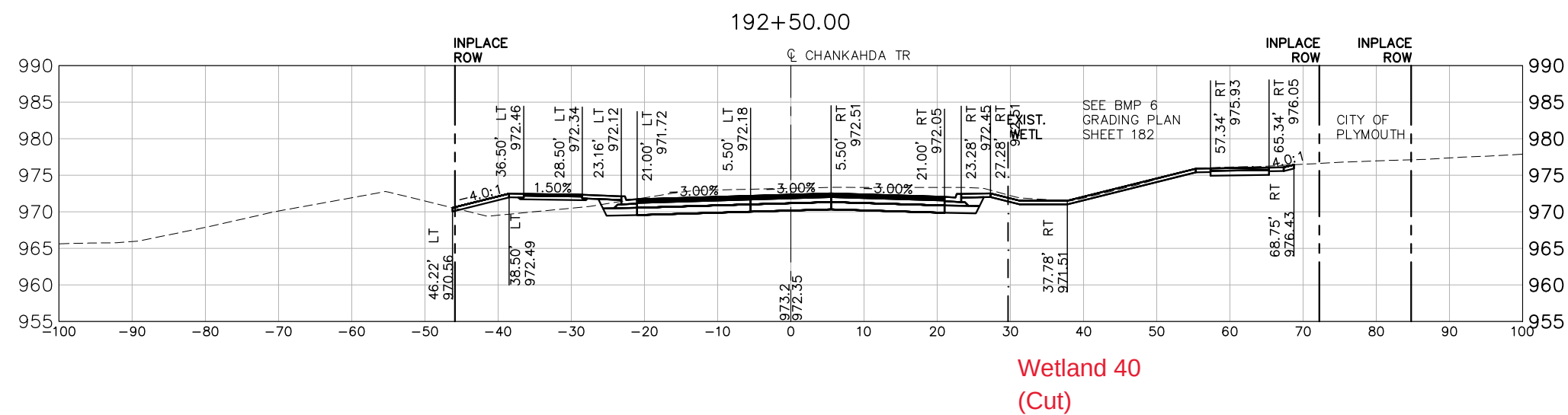
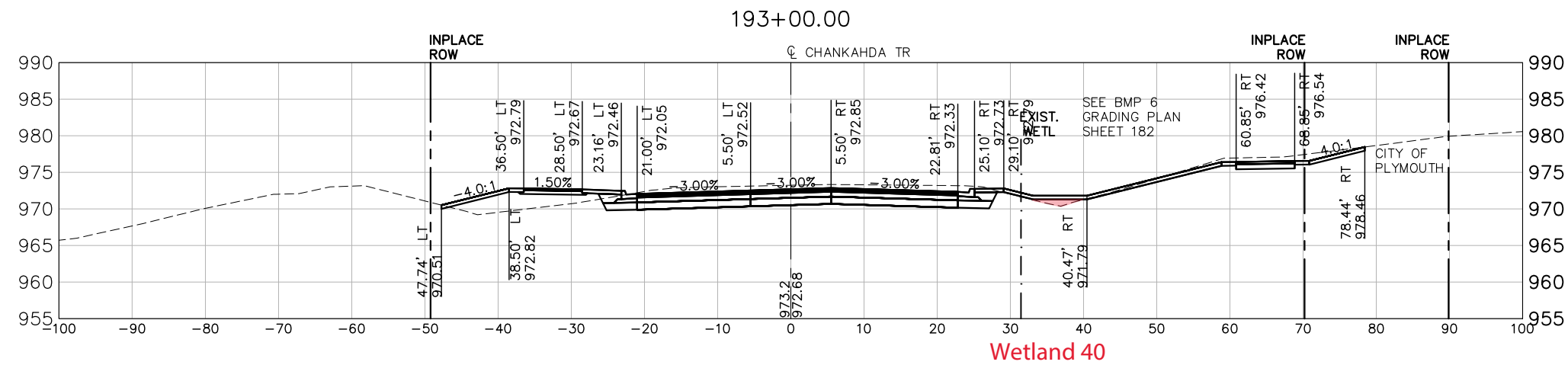
Chad B. Larson
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DATE: 02/07/2025 MN LIC. NO. 41864

City of Plymouth

CHANKAHDA TRAIL
RECONSTRUCTION PHASE 3
CHANKAHDA TR
CROSS SECTIONS
STA. 186+50 TO STA. 187+50

CITY PROJECT	ST240002	SHEET NO.
COUNTY PROJECT		325
S.A.P.	155-210-003	
S.A.P.		354



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				DRAWN BY: JWB
				CHECKED BY: CBL
				DATE: 02/07/2025
				PROJECT NO. 160662010

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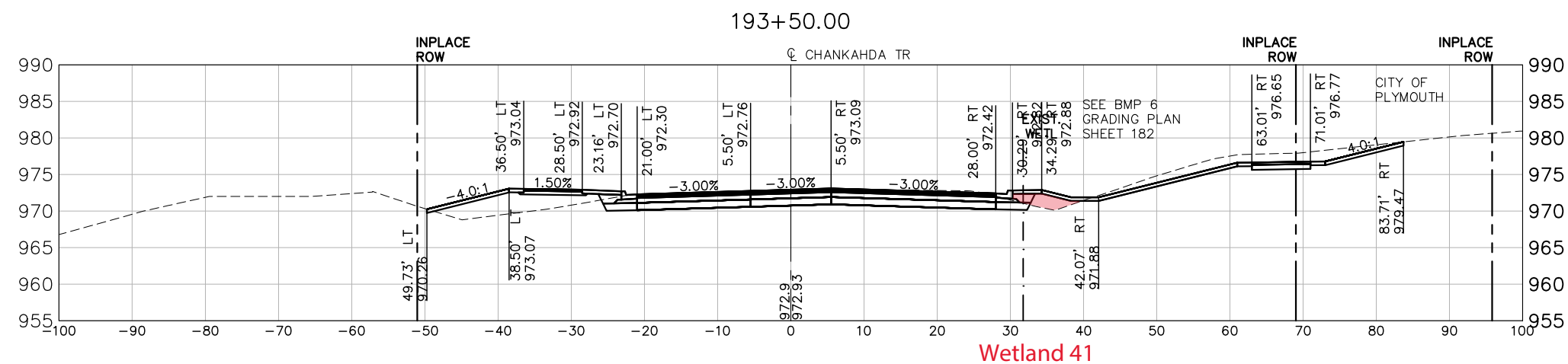
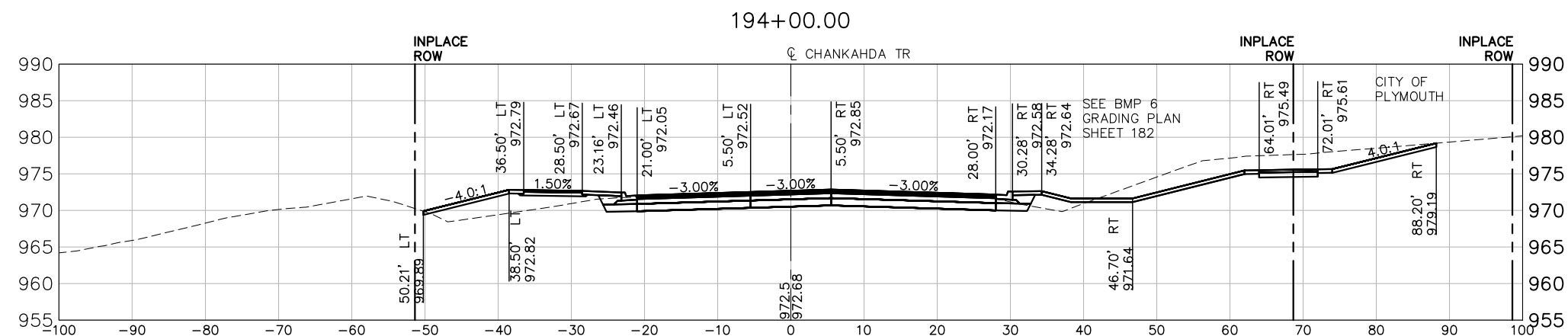
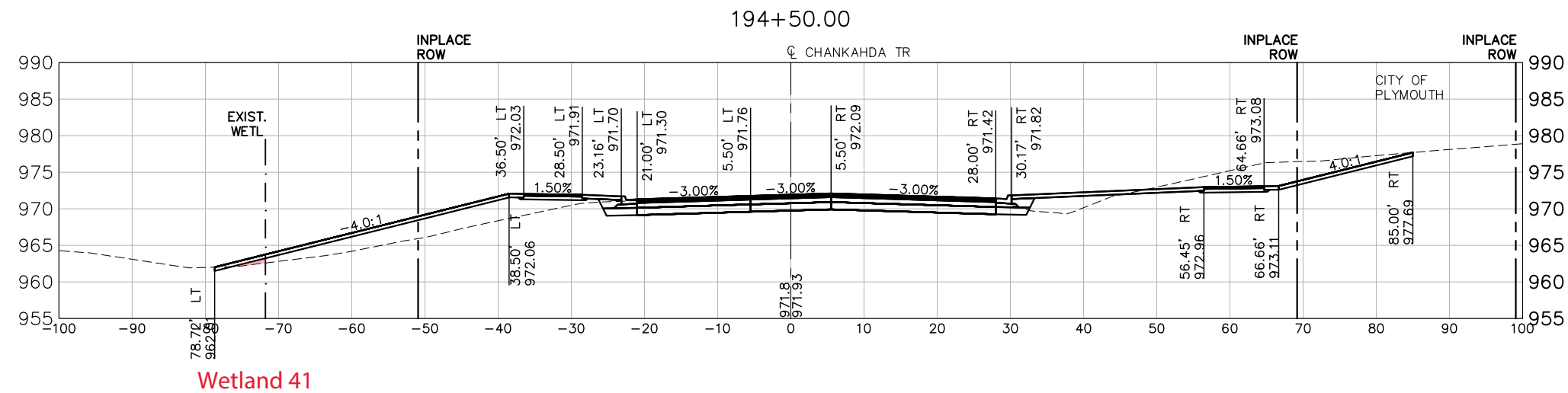
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CHADD B. LARSON, PE
DATE: 02/07/2025 MN LIC. NO. 41864

City of Plymouth

CHANKAHDA TRAIL
RECONSTRUCTION PHASE 3
CHANKAHDA TR
CROSS SECTIONS
STA. 192+00 TO STA. 193+00

CITY PROJECT	ST240002	SHEET NO.
COUNTY PROJECT		329
S.A.P.	155-210-003	
S.A.P.		354



Wetland 41

No.	Date	Revisions	App.	DRAWING NAME
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				DESIGNED BY: JWB
				DRAWN BY: JWB
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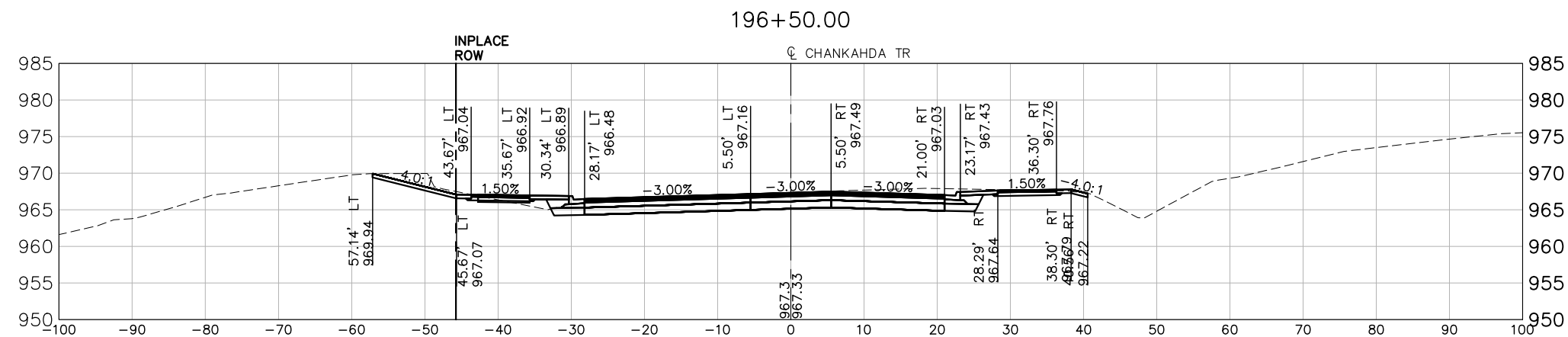
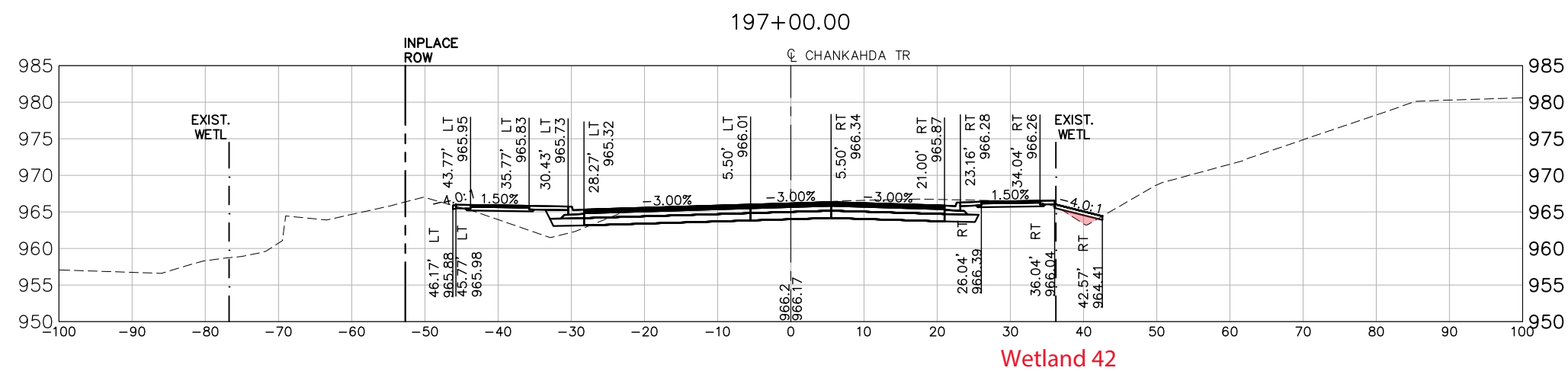
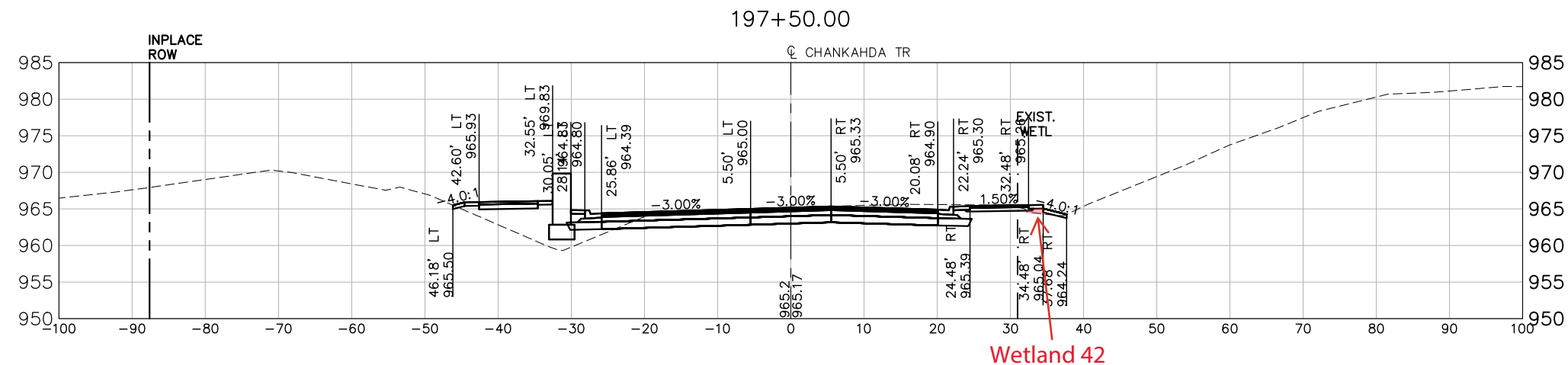
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City of Plymouth

CHANKAHDA TRAIL
RECONSTRUCTION PHASE 3
CHANKAHDA TR
CROSS SECTIONS
STA. 193+50 TO STA. 194+50

CITY PROJECT	ST240002	SHEET NO.
COUNTY PROJECT		330
S.A.P.	155-210-003	
S.A.P.		354



No.	Date	Revisions	App.	DRAWING NAME
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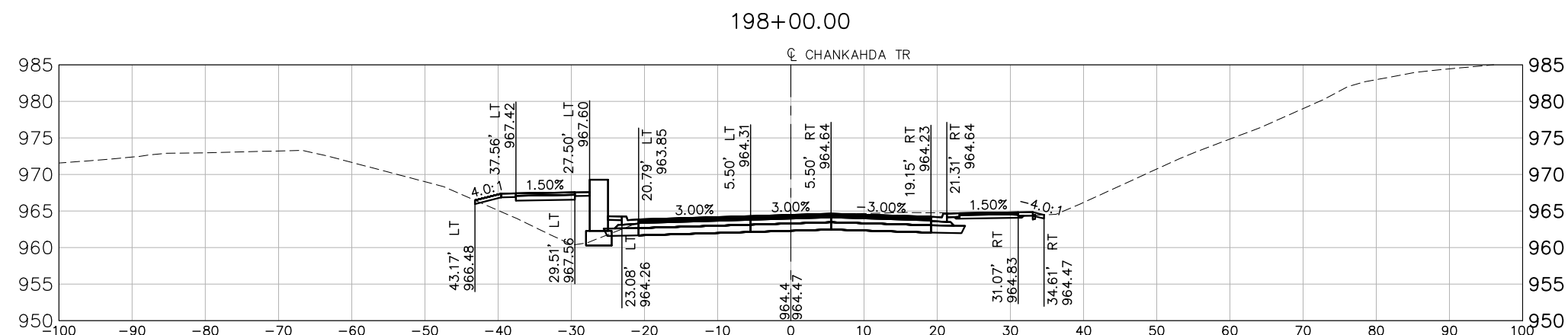
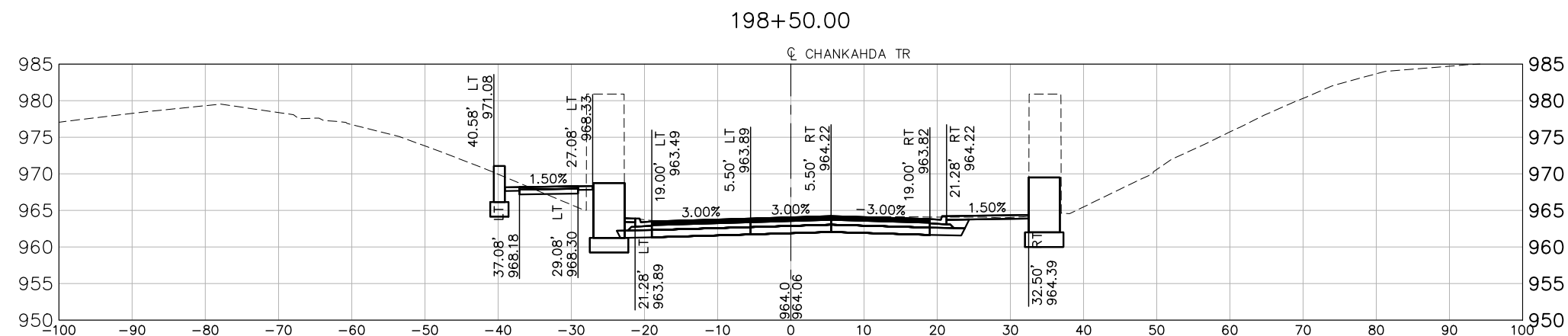
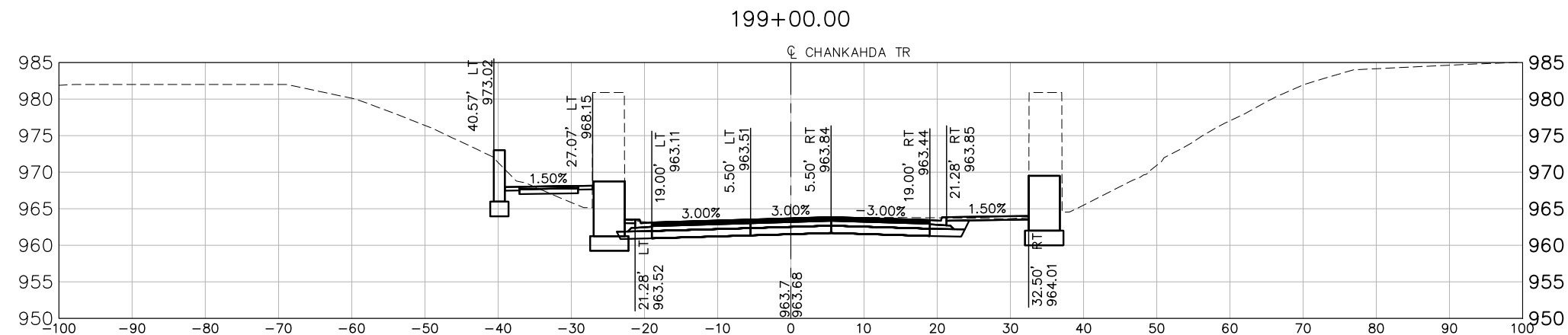
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Chad B. Larson
CHADD B. LARSON, PE
DATE: 02/07/2025 MN LIC. NO. 41864

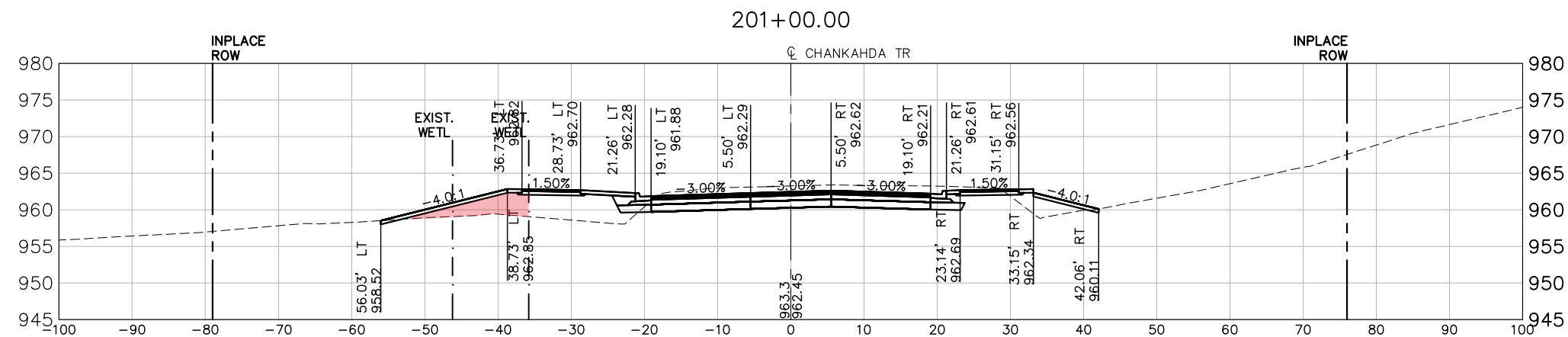
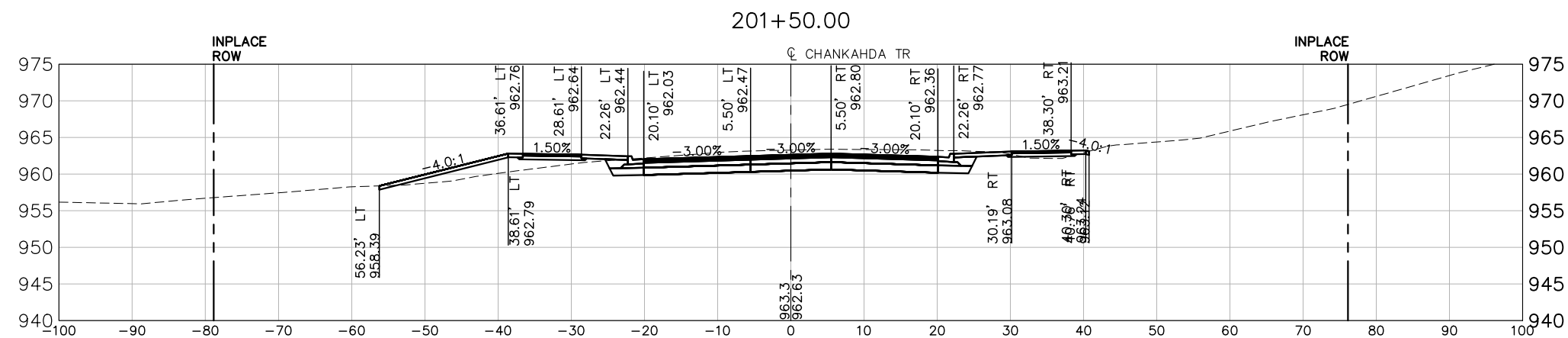
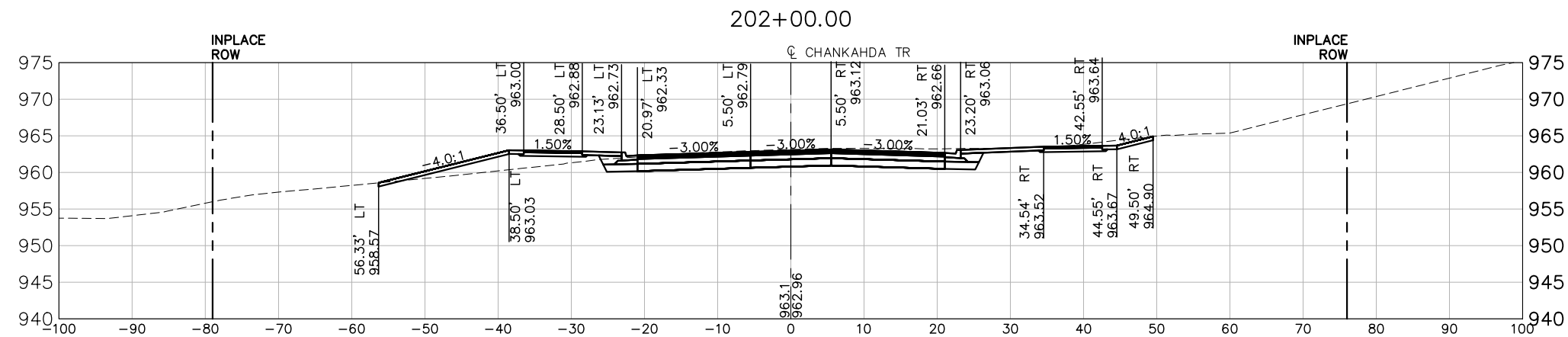
City of Plymouth

CHANKAHDA TRAIL
RECONSTRUCTION PHASE 3
CHANKAHDA TR
CROSS SECTIONS
STA. 196+50 TO STA. 197+50

CITY PROJECT	ST240002	SHEET NO.
COUNTY PROJECT		332
S.A.P.	155-210-003	
S.A.P.		354



No.	Date	Revisions	App.	DRAWING NAME	Kimley»Horn 767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114 PHONE: 651-645-4197 WWW.KIMLEY-HORN.COM 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. Chad B. Larson CHADD B. LARSON, PE DATE: 02/07/2025 MN LIC. NO. 41864	City of Plymouth CHANKAHDA TRAIL RECONSTRUCTION PHASE 3 CHANKAHDA TR CROSS SECTIONS STA. 198+00 TO STA. 199+00	CITY PROJECT	ST240002	SHEET NO. 333
				CHANKAHDA_PH3_Sections.dwg		COUNTY PROJECT			
				DESIGNED BY: JWB		S.A.P.	155-210-003		
				DRAWN BY: JWB		S.A.P.			
				CHECKED BY: CBL				354	
				DATE: 02/07/2025					
				PROJECT NO. 160662010					



No.	Date	Revisions	App.	DRAWING NAME
				CHANKAHDA_PH3_Sections.dwg
				DESIGNED BY: JWB
				DRAWN BY: JWB
				CHECKED BY: CBL
				DATE: 02/07/2025
				PROJECT NO. 160662010

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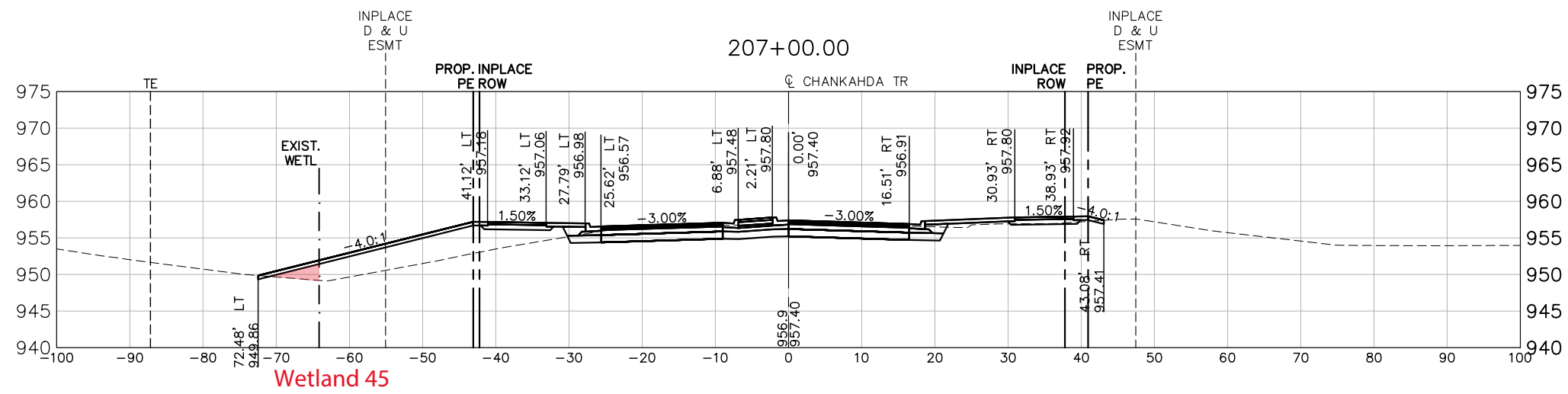
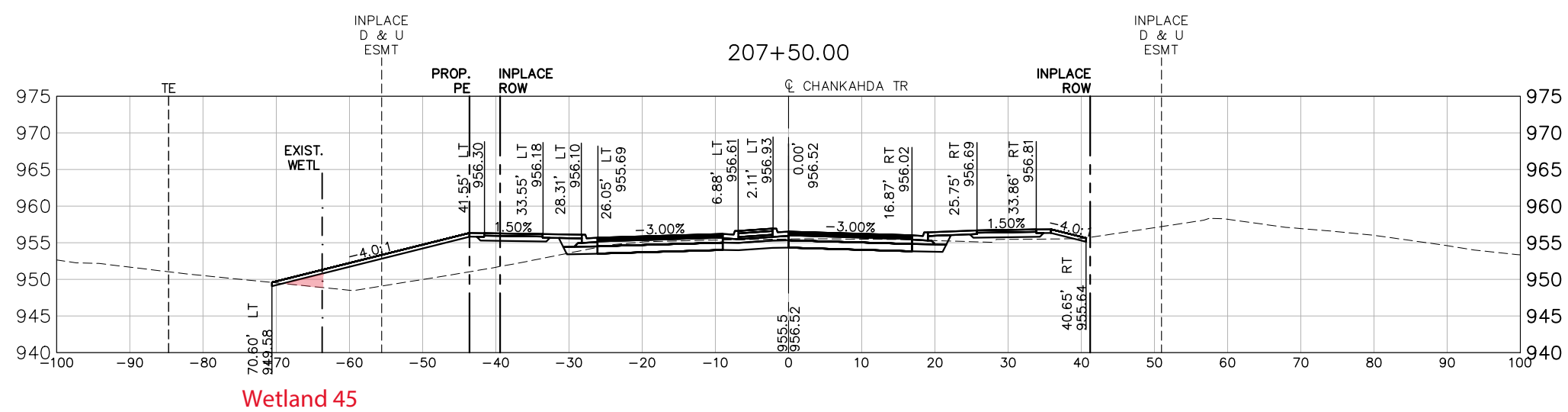
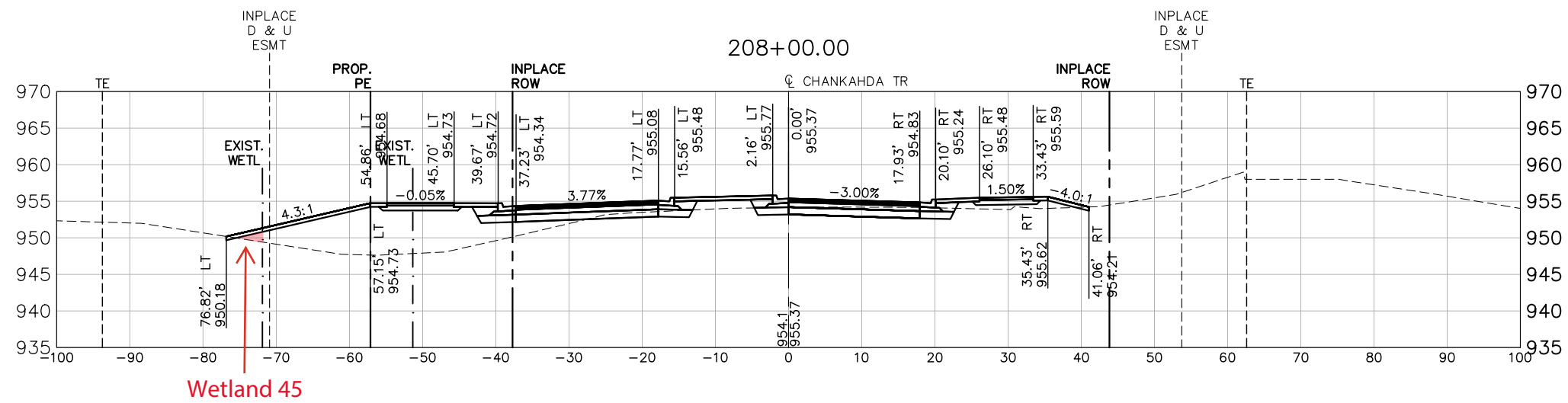
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Chad B. Larson
CHADD B. LARSON, PE
DATE: 02/07/2025 MN LIC. NO. 41864

City of Plymouth

CHANKAHDA TRAIL
RECONSTRUCTION PHASE 3
CHANKAHDA TR
CROSS SECTIONS
STA. 201+00 TO STA. 202+00

CITY PROJECT	ST240002	SHEET NO.
COUNTY PROJECT		335
S.A.P.	155-210-003	
S.A.P.		354



No.	Date	Revisions	App.	DRAWING NAME
				CHANKAHDA_PH3_Sections.dwg
				DESIGNED BY: JWB
				DRAWN BY: JWB
				CHECKED BY: CBL
				DATE: 02/07/2025
				PROJECT NO. 160662010

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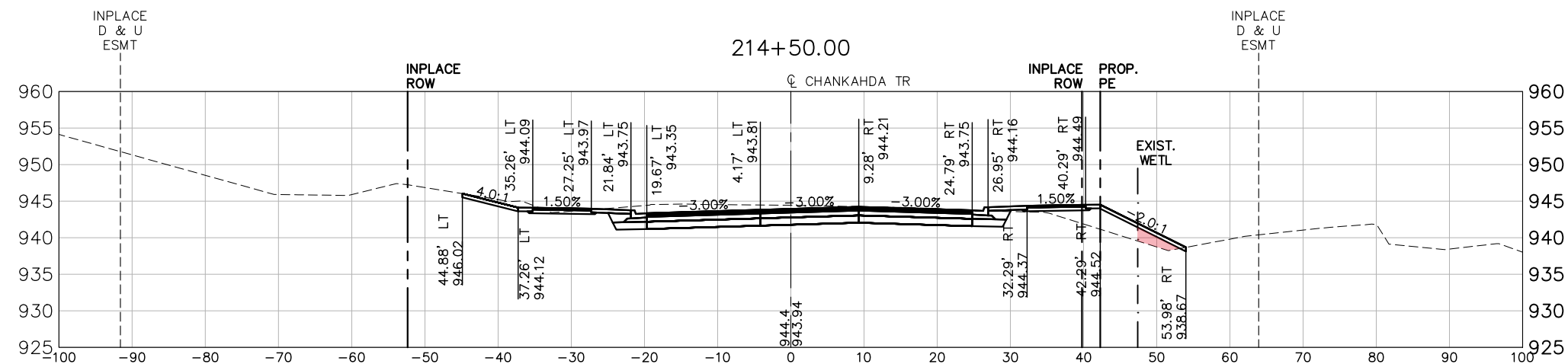
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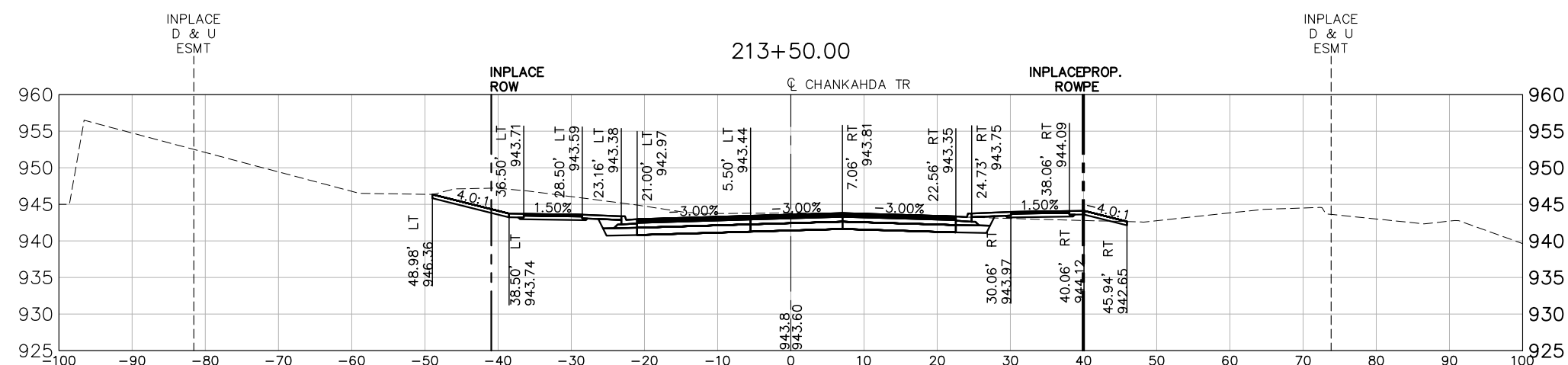
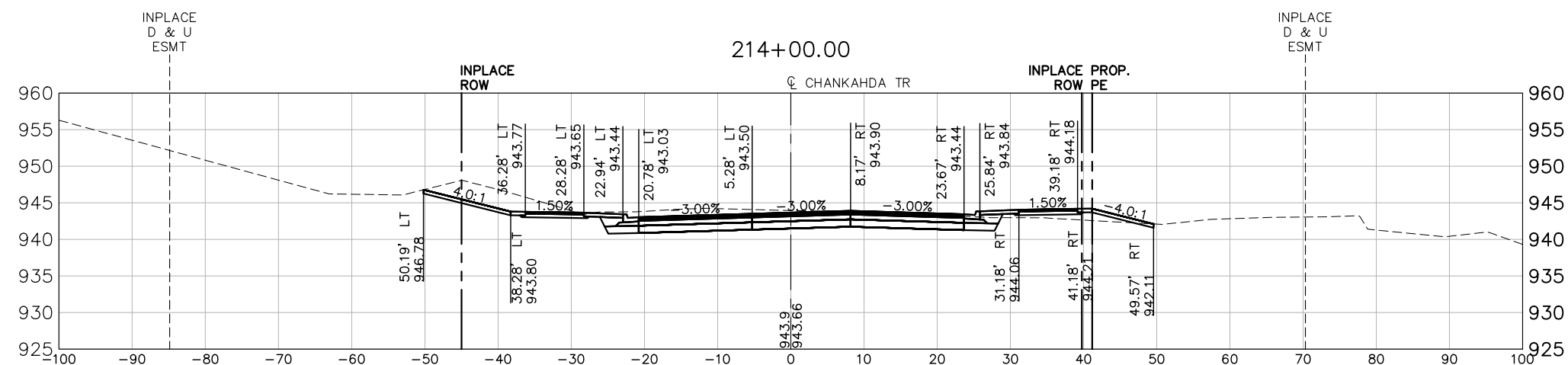
City of Plymouth
CHANKAHDA TRAIL
RECONSTRUCTION PHASE 3
CHANKAHDA TR
CROSS SECTIONS
STA. 207+00 TO STA. 208+00

CITY PROJECT	ST240002
COUNTY PROJECT	
S.A.P.	155-210-003
S.A.P.	

SHEET NO.
339
354



Wetland 46



No.	Date	Revisions	App.	DRAWING NAME
				CHANKAHDA_PH3_Sections.dwg
				DESIGNED BY: JWB
				DRAWN BY: JWB
				CHECKED BY: CBL
				DATE: 02/07/2025
				PROJECT NO. 160662010

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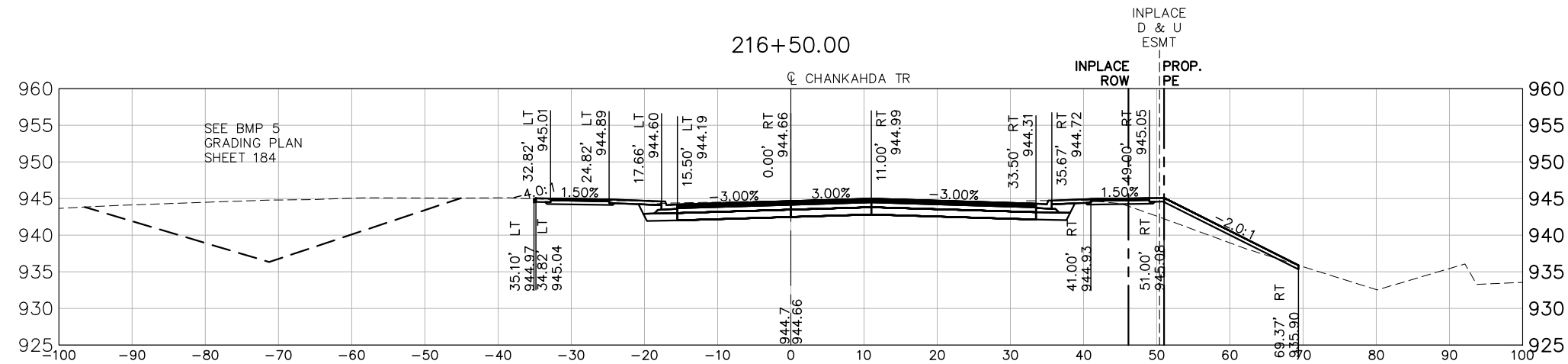
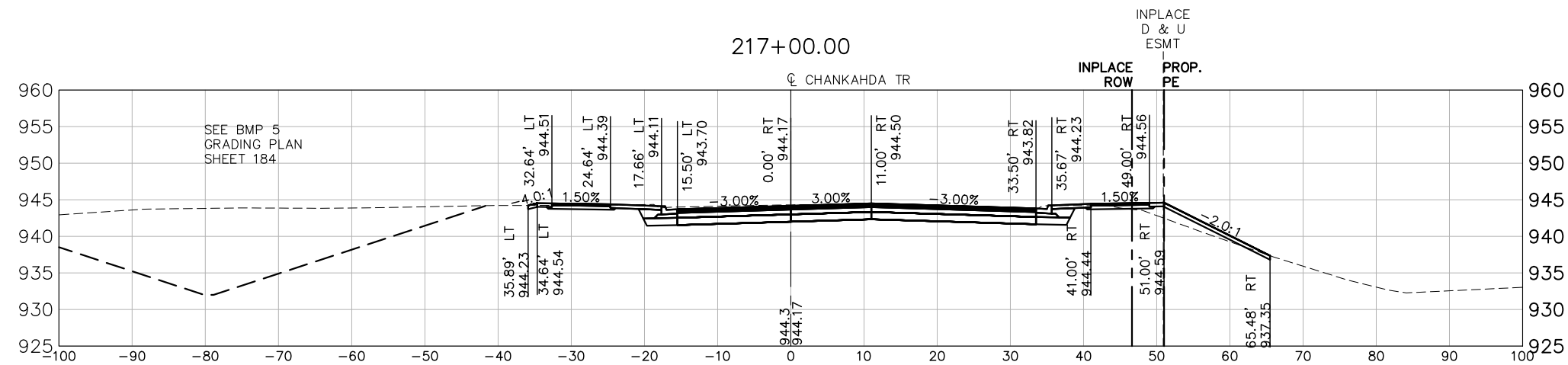
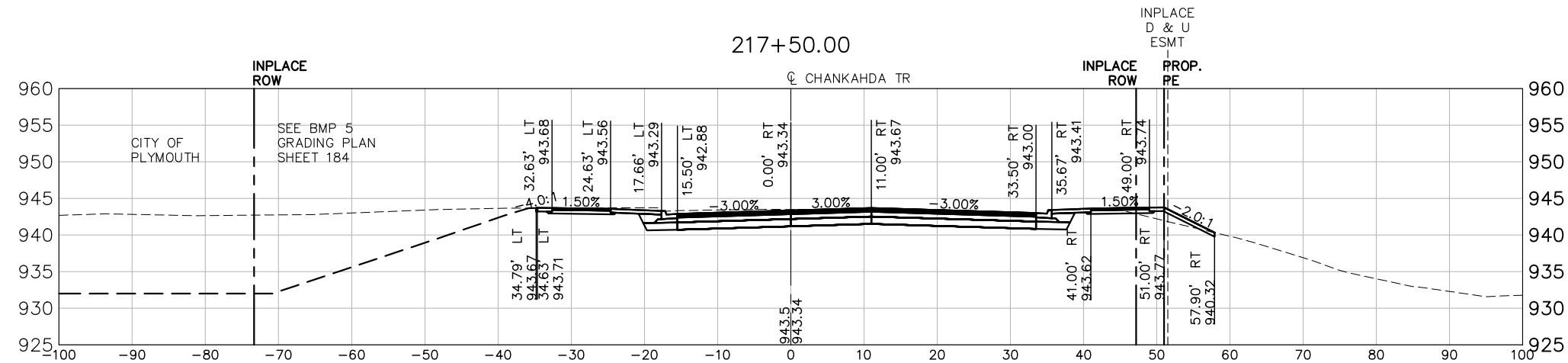
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DATE: 02/07/2025 MN LIC. NO. 41864

City of Plymouth

CHANKAHDA TRAIL
RECONSTRUCTION PHASE 3
CHANKAHDA TR
CROSS SECTIONS
STA. 213+50 TO STA. 214+50

CITY PROJECT	ST240002	SHEET NO.
COUNTY PROJECT		342
S.A.P.	155-210-003	
S.A.P.		354



No.	Date	Revisions	App.	DRAWING NAME
				CHANKAHDA_PH3_Sections.dwg
				DESIGNED BY: JWB
				DRAWN BY: JWB
				CHECKED BY: CBL
				DATE: 02/07/2025
				PROJECT NO. 160662010

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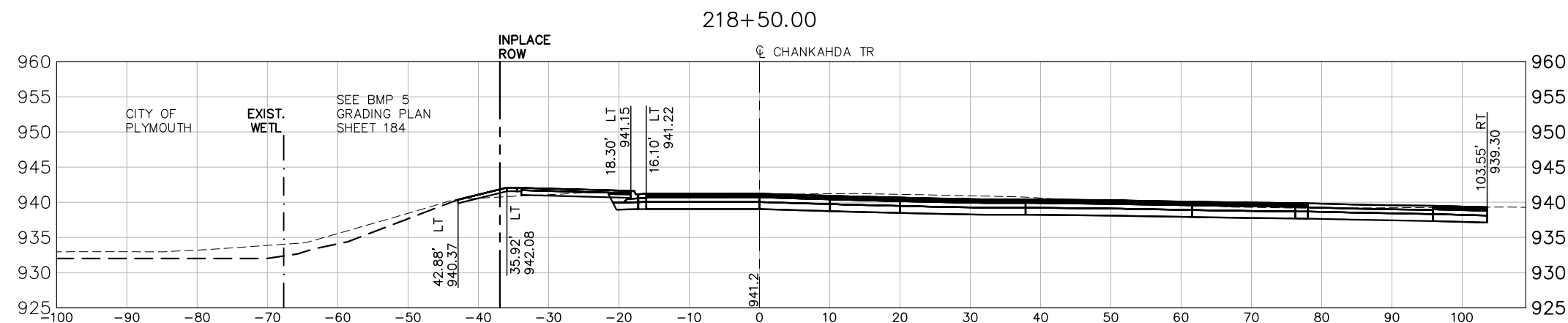
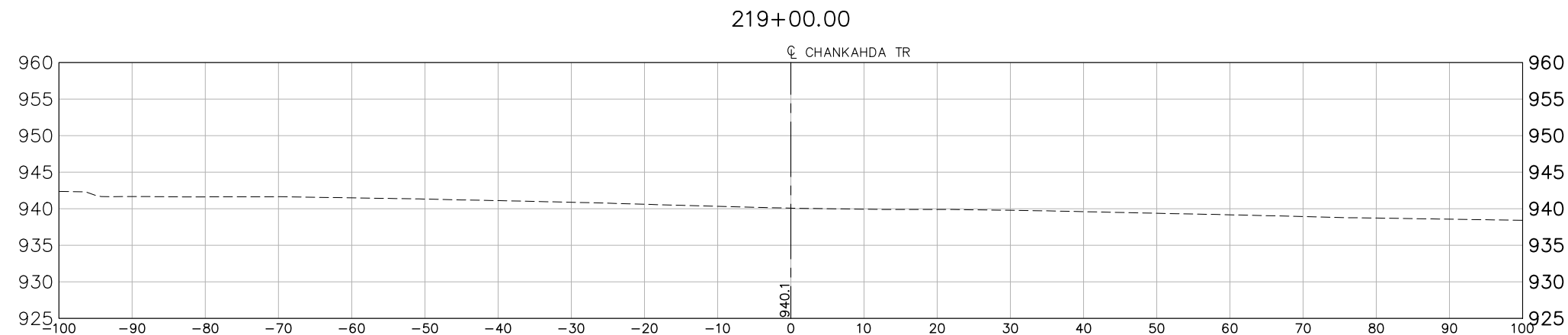
Chad B. Larson
CHADD B. LARSON, PE

DATE: 02/07/2025 MN LIC. NO. 41864

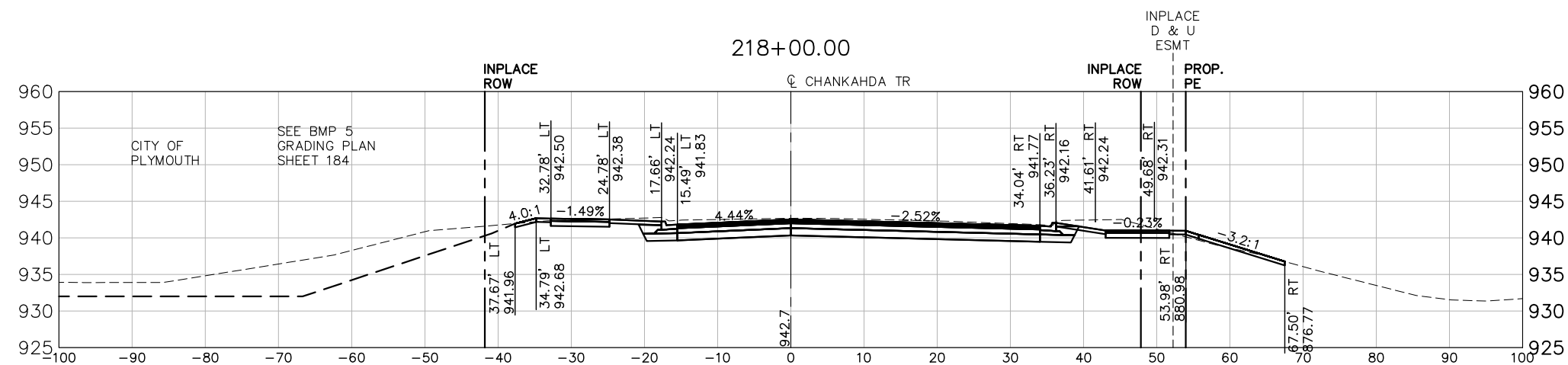
City of Plymouth

CHANKAHDA TRAIL
RECONSTRUCTION PHASE 3
CHANKAHDA TR
CROSS SECTIONS
STA. 216+50 TO STA. 217+50

CITY PROJECT	ST240002	SHEET NO.
COUNTY PROJECT		344
S.A.P.	155-210-003	
S.A.P.		354



Wetland 52
(Cut)



No.	Date	Revisions	App.	DRAWING NAME
				CHANKAHDA_PH3_Sections.dwg
				DESIGNED BY: JWB
				DRAWN BY: JWB
				CHECKED BY: CBL
				DATE: 02/07/2025
				PROJECT NO. 160662010

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Chad B. Larson
CHADD B. LARSON, PE

DATE: 02/07/2025 MN LIC. NO. 41864

City of Plymouth

CHANKAHDA TRAIL
RECONSTRUCTION PHASE 3
CHANKAHDA TR
CROSS SECTIONS
STA. 218+00 TO STA. 219+00

CITY PROJECT	ST240002	SHEET NO.
COUNTY PROJECT		345
S.A.P.	155-210-003	
S.A.P.		354

Wetland mitigation is proposed to be according to the following table:

Summary of Impacts	Basin Size (square feet)		Impacted Area (square feet)	WCA Required Replacement Credit at 2:1 ratio (square feet)
	Wetland 31-2	488,017	287	574
	Wetland 31-3	488,017	136	272
	Wetland 32-1	4,774	1,742	3,484
	Wetland 33-2	15,871	3,484	6,968
	Wetland 34-3	1,180	871	1,742
	Wetland 35-2	376,444	4,792	9,584
	Wetland 35-3	376,444	152	304
	Wetland 35-4	376,444	14	28
	Wetland 37-1	1,103,647	55	110
	Wetland 38-1	1,103,647	77	154
	Wetland 38-2	1,103,647	7	14
	Wetland 41	594	149	298
	Wetland 50-2	488,017	436	872
	Wetland 53-2	135,770	72	144
	Total		12,274	24,548
Summary of Replacement	Wetland Restoration Credit:		NA	Notes: LGRWRP
	Wetland Buffer Credit:		NA	
	Wetland Bank Credits:		24,548	
	Total Replacement Credit (square feet)		24,548	



CITY OF PLYMOUTH

RESOLUTION No. 2025-116

RESOLUTION APPROVING THE FILLING OF WETLANDS AND THE WETLAND REPLACEMENT PLAN APPLICATION FOR THE CHANKAHDA TRAIL RECONSTRUCTION PROJECT - PHASE 3 (ST240002)

WHEREAS, The City of Plymouth proposes to mitigate for wetland impacts associated with the Chankahda Trail Reconstruction Project - Phase 3; and

WHEREAS, a replacement plan application was prepared replacing the wetland at a minimum 2:1 ratio as required by the Wetland Conservation Act; and

WHEREAS, wetland mitigation for the Chankahda Trail Reconstruction Project – Phase 3 shall be in the form of 24,548 square feet (0.5635 acre) of wetland bank credits from the Minnesota Board of Water and Soil Resources Local Government Road Wetland Replacement Program (LGRWRP); and

WHEREAS, the replacement plan meets the requirements of the Wetland Conservation Act.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the filling of wetlands and the Wetland Replacement Plan application for the Chankahda Trail Reconstruction Project - Phase 3 is approved. As a condition of approval, the city shall submit a fully executed application for Withdrawal of Wetland Credits from the Local Government Road Wetland Replacement Program prior to filling the wetland.

APPROVED by the City Council on this 22nd day of April, 2025.

To: Dave Callister, City Manager

Prepared by: Rodger Coppa, Fire Chief

Reviewed by: Erik Fadden, Public Safety Director

Item: **Accept donations from Plymouth Lions Club and Joanne Linder**

1. Action Requested:

Accept donations from the Plymouth Lions Club and Joanne Linder for a new Sparky costume. The resolution accepting donations requires a 5/7 vote for approval.

2. Background:

Plymouth Public Safety conducts public education and engagement throughout the community. One way to engage with younger children around fire safety and education is with the use of a Sparky the Fire Dog costume. In the past, we have borrowed from other agencies, but limitations on availability as well as the aged condition of the borrowed costume have driven us to research purchasing our own. Fire Prevention Specialist Steve Marti researched options and determined a Sparky from Olympus Group fits our needs at a quoted cost of \$5,450. The new Sparky costume includes an oversized character head with an internal fan and dog paw gloves. Existing, out-of-service turn-out gear and boots will be utilized to round out the costume and need to be specific to the wearer depending on their physical characteristics.

The Plymouth Lions Club has a charitable giving mission of "promoting a healthy community in which all people have the opportunity to enjoy quality in their lives." They meet that mission by providing funds and grants that contribute to the health and well-being of the community. Because the purchase of the Sparky costume was not anticipated, it was not in the current budget. Community Engagement division staff identified the Lions Club charitable grant as a possible funding source. An official request was made through the Plymouth Lions Club process, and they awarded \$5,500 for the replacement project. In addition to the Lions Club donation, the fire department received a donation from resident Joanne Linder to be used toward the project. Any

unused funds will be dedicated to other community engagement initiatives that benefit the Plymouth community.

3. Budget Impact:

Donations from the Plymouth Lions Club and Joanne Linder will cover the cost of the costume as well as shipping from Milwaukee, Wisconsin.

4. Attachments:

1. City Council Resolution 2025-117

CITY OF PLYMOUTH

RESOLUTION No. 2025-117

RESOLUTION ACCEPTING DONATION FROM THE PLYMOUTH LIONS CLUB AND JOANNE LINDER

WHEREAS, Plymouth Public Safety does public education and engagement throughout Plymouth using a Sparky the Dog costume; and

WHEREAS, the current Sparky costume used to engage young community members has to be borrowed from another agency, is aged and no longer usable. Purchase options were researched, and an appropriate costume was found at Olympus Group for \$5,450; and

WHEREAS, the Plymouth Lions Club Charitable Giving grant has approved funds and a community member has donated funds to purchase a new Sparky costume.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the \$5,500 donation from the Plymouth Lions Club and \$100 from community member Joanne Linder is accepted to be used to purchase needed community engagement equipment.

APPROVED by the City Council on this 22nd day of April, 2025.

To: Dave Callister, City Manager

Prepared by: Michael Reed, Police Captain

Reviewed by: Erik Fadden, Public Safety Director

Item: **Accept the donation of a treadmill from Torque Fitness USA**

1. Action Requested:

Adopt resolution accepting the donation of a Proto Stealth Runner Treadmill. The Plymouth Police Department received an offer from Torque Fitness USA to donate a treadmill to the Plymouth Police Health and Wellness program. The resolution accepting donations requires a 5/7 vote for approval.

2. Background:

In 2017, the Plymouth Police Department made a commitment to supporting the health and wellness of its employees through a dedicated wellness program. One of the most frequently used pieces of equipment in the program is the treadmill. Currently, one of the department's treadmills is no longer cost-effective to repair. Torque Fitness USA has offered to donate a replacement treadmill to support the continued wellness of our staff.

3. Budget Impact:

There is no impact to the budget as a result of this donation.

4. Attachments:

1. City Council Resolution 2025-118

CITY OF PLYMOUTH

RESOLUTION No. 2025-118

RESOLUTION APPROVING THE DONATION OF A TREADMILL

WHEREAS, the Plymouth Police Department received the donation of a treadmill from Torque Fitness USA; and

WHEREAS, the Plymouth Police Department would utilize this equipment to support its health and wellness program.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the acceptance of this donation is approved.

APPROVED by the City Council on this 22nd day of April, 2025.

To: Dave Callister, City Manager

Prepared by: Andrea Rich, Finance Director

Reviewed by: Maria Solano, Deputy City Manager

Item: **Approve SpryPoint (utility billing) ERP contract**

1. Action Requested:

Adopt resolution approving the utility billing Enterprise Resource Planning (ERP) contract.

2. Background:

On March 25, 2025, the City Council approved the contracts for Workday (Human Resources and Finance solution) as well as Strada (implementation consultants). Tonight, City Council is asked to approve the utility billing contract with SpryPoint for the solution and implementation. The following information has been brought forward from the March 25 agenda item.

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 started in April 2025. The SpryPoint implementation will have a later start date, partially overlapping with the Workday implementation.

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 \$645,525 (\$520,600 implementation and \$124,925 subscription) excluding estimated travel of \$25,000. In the March 25, 2025, Council agenda item, SpryPoint year one cost was listed as \$635,550; the final cost is \$645,525. The below schedule has been updated to reflect this change. The annual fee is based upon the number of active utility accounts and will be adjusted as necessary; the contract renews annually and the rate increase is the greater of the USA Consumer Price Index or 3% but capped at 5%.

	Strada	Workday	SpryPoint	Total
Uses:				
Year 1 Subscription/Training Costs	\$ -	\$ 125,296	\$ 124,925	\$ 250,221
Implementation Costs	2,056,280	-	520,600	2,576,880
Estimated travel	175,000	-	25,000	200,000
Total	\$ 2,231,280	\$ 125,296	\$ 670,525	\$ 3,027,101
Sources:				
IT Internal Service Fund	\$ 1,050,000	\$ 125,296	\$ -	\$ 1,175,296
Capital Improvement Fund*	1,181,280	-	-	1,181,280
Utility Funds	-	-	670,525	670,525
Total	\$ 2,231,280	\$ 125,296	\$ 670,525	\$ 3,027,101

* Contingency to be covered by the Capital Improvement Fund

4. Attachments:

1. SpryPoint Master Service Agreement (MSA)
2. SpryPoint Statement of Work (SOW)
3. City Council Resolution 2025-119

Master Subscription Agreement

This Master Subscription Agreement (“**MSA**”) is by and between SpryPoint Services, Inc. (“**SpryPoint**”) a Canadian Corporation with offices at 45 Queen Street, Charlottetown, PE C1A 4A4 and City of Plymouth, MN (“**Client**”) with offices at 3400 Plymouth Blvd. | Plymouth, MN 55447-1482 (each a “**Party**” or collectively “**Parties**”) and shall come into effect on the date last signed by the Parties (“**Effective Date**”).

WHEREAS, Client submitted an RFP for ERP Software and Services and selected SpryPoint based on its responses to such RFP to provide certain products and services set forth herein, and SpryPoint desires to perform such actions under the terms of this Agreement.

Whereas SpryPoint provides a subscription Service to which Client intends to subscribe with Standard Service Levels and Professional Services as detailed in the Statement of Work, this Agreement establishes the business relationship and allocation of responsibilities regarding the Service (including Standard Service Levels) and Professional Services and the Parties therefore agree as follows.

The Exhibits attached hereto are an integral part of this Agreement and are deemed incorporated by reference herein.

SpryPoint agrees to perform the services (including the Service) described below in accordance with the terms and conditions of this Agreement. Should there be a conflict of terms or conditions, this Agreement shall control, and the order of precedence shall be as follows:

1. Master Subscription Agreement
2. Exhibit A – Initial SaaS Subscription Order Form
3. Exhibit B – Implementation Statement of Work
4. Exhibit C – Standard Service Level Attachment.
5. Proposal (defined below)
6. RFP

DEFINITIONS. The following capitalized terms shall have the following meanings whenever used in this Agreement.

“**Agreement**” means this Master Subscription Agreement, including any Exhibits or attachments hereto or any other document explicitly incorporated herein, and any amendments or Order Forms or Statements of Work executed by the Parties, and the Proposal and RFP to the extent necessary for interpretation.

“**Confidential Information**” refers to the following types of material or content one Party to this Agreement (“**Discloser**”) discloses to the other (“**Recipient**”): (a) any information Discloser marks or designates as “Confidential” at the time of disclosure; and (b) any other non-public, sensitive information disclosed by Discloser or its personnel or vendors, or ascertained from Discloser by Recipient, including, but not limited to code, inventions, know-how, business, technical, and financial information, or other information which should reasonably be understood by the Recipient to be confidential at the time it is disclosed, due to the nature of the information and the circumstances surrounding such disclosure or the information. Without limiting the foregoing,

Client Data are Client's Confidential Information and the Service is SpryPoint's Confidential Information. Except for Client Data, Confidential Information does not include information that: (i) is lawfully in Recipient's possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to the Discloser's Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient's or any other person's or entity's improper or illegal action or inaction; or (iv) is obtained by the Recipient from a third party who had the legal right to disclose such information.

"Client Data" means information that is comprised of data obtained from, used in, stored or generated by the Client as the result of the use of the Service, and includes all data disclosed to or submitted to SpryPoint or to or through the Service by Client or users, and any output of the Service or Professional Services to the extent it includes or is based on such data.

"Client Input" means suggestions, enhancement requests, recommendations or other feedback provided by Client, its employees, or any other person or entity acting at the Client's direction, relating to the operation or functionality of the Service.

"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.

"Malicious Code" means viruses, worms, timebombs, trojan horses and other malicious code, files, scripts, agents, or programs.

"Messaging Service" means the messaging capabilities provided with the Service.

"Order Form" means any executed document delineating the Client's SaaS subscriptions (Service purchases) and applicable fees.

"Processing" means any operation or set of operations which is performed on data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, use, disclosure, transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Professional Services" means the implementation, technical, consulting, onboarding and/or other services provided by SpryPoint in connection with the subscription Service as set forth in a Statement of Work.

"Security Breach" means (a) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Client Data; or (b) any security breach (or substantially similar term) as defined by applicable law affecting Client Data.

"Sensitive Personal Data" means social security numbers, driver's license numbers, and other government identifiers, dates of birth, financial account numbers, federal/state tax information, hashed passwords, as well as all information defined as "Sensitive Data" under the Minnesota Consumer Data Privacy Act at Minn. Stat. § 325O.03.

“Service(s)” means the SpryPoint SaaS subscription(s) as identified in a SaaS Subscription Order Form and further described in a Statement of Work and SpryPoint Documentation and the activities described in the Statement of Work and other exhibits to this Agreement including the Standard Service Levels and the Transition Assistance Services.

“SLA” means the Standard Service Levels Attachment attached hereto as Exhibit C.

“SpryPoint Documentation” means the Service’s standard user manuals and any other accompanying documents related to the Service delivered to the Client.

“Statement of Work” means any executed document delineating the Professional Services and applicable fees.

“Transition Assistance Services” has the meaning given in Section 11.6.

“Update(s)” means all bug fixes, enhancements, and other changes to the Service and SpryPoint Documentation as developed by SpryPoint and made available to the Client.

1. Contractual Framework.

- 1.1** This MSA is a framework arrangement that sets forth terms for each exhibit, Order Form, and Statement of Work. The RFP and SpryPoint’s response to the RFP are incorporated herein by reference to evidence the promises made through the procurement process by SpryPoint (such response is the **“Proposal”**).
- 1.2** The Services and Professional Services that SpryPoint will provide to Client will be described in an Order Form, Statement of Work and SpryPoint Documentation. To be effective, each Order Form and Statement of Work must reference this MSA and be duly executed by an authorized representative of each Party. The Parties agree to the Order Form and Statement of Work attached hereto, respectively, as Exhibits A and B.
- 1.3** SpryPoint hereby acknowledges that it has agreed as indicated in its Proposal to the Client’s RFP to materially meet certain specific functional requirements. Client has delivered or made available to SpryPoint all information and documents that SpryPoint has deemed necessary, as requested by SpryPoint, for SpryPoint to negotiate the terms and conditions of each Order Form and Statement of Work, including to scope any fixed fees, and to enter into and perform its obligations under this Agreement in accordance with its terms in relation to the aforementioned functional requirements (the **“Due Diligence Materials”**). SpryPoint 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) SpryPoint’s failure to review the Due Diligence Materials; (b) any inaccuracies, errors, or omissions contained in the Due Diligence Materials; or (c) SpryPoint’s failure to request any information or documents from Client in regards to the acknowledged functional requirements.

2. Provision of Service.

- 2.1 SpryPoint Obligations.** SpryPoint shall make the Service available to Client in accordance with the terms of this Agreement including the SLA and shall perform the Professional Services as detailed in Exhibit B in accordance with the terms of this Agreement. SpryPoint will provide Client with ongoing standard technical support and maintenance for the Service, including all Updates generally made available to other customers during the term, per the terms of Exhibit C.
- 2.2 Client Obligations.** Client must use the Service in compliance with this Agreement and in accordance with the SpryPoint Documentation, including use by any users that Client authorizes to access and use the Service, which may include without limitation Client's employees and independent contractors and the public reviewing and paying their utility bills. Client shall: (a) have sole responsibility for the accuracy, quality, and legality of all Client Data on delivery to the Service; and (b) take commercially reasonable efforts to prevent and be responsible for unauthorized access to, or use of, via Client, the Service and notify SpryPoint promptly of any such unauthorized access or use of which it is aware. Client shall not: (i) use the Service in violation of applicable laws; or (ii) grossly negligently or knowingly send or store Malicious Code by way of the Service or its related systems or networks. Client shall designate named contacts to request and receive support services from SpryPoint. Named support contacts must be trained on the SpryPoint Service for which they initiate support requests. Client shall be liable for the acts and omissions of all persons or other legal entities that it allows to access (including unauthorized access) the Service.
- 2.3 Acceptable Use.** Client acknowledges and agrees that SpryPoint does not police the content of Client Data nor communications of Client or its users transmitted through the Service, and that SpryPoint shall not be responsible for the content of any such communications or transmissions except to the extent modified by the Service in an unauthorized manner. Client shall use the Service exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and this Agreement. Client is solely responsible for obtaining any consents from, and providing any notices to, the subjects of the Client Data, and for having in place all agreements, as may be necessary or appropriate, to allow for the transmission and other Processing of Client Data by, through, or in connection with the Service. Client agrees not to post or upload any content or data into the Service which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) knowingly violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. SpryPoint may remove without prior notice to Client or require Client to remove any violating Client Data posted or transmitted through the Service, (for clarity SpryPoint will provide notice to Client at the time of discovery or as soon as otherwise practical but retains the right of removal). If Client is breaching applicable law and refuses to remove Client Data that breaches applicable law, SpryPoint may temporarily suspend the Service until Client removes the applicable Client Data. SpryPoint may suspend or terminate any user's access to the Service upon notice in the event that SpryPoint reasonably determines that such user has violated the terms and conditions of this Agreement.

3. Fees.

3.1 Invoices and Payment. All fees are quoted and payable in United States Dollars, unless stated otherwise. All invoiced charges are due net thirty-five (35) days from the invoice date. Late payments that are undisputed may accrue interest at the rate of 1.5% per month. All payment obligations are non-cancelable, and all payments made are non-refundable except where otherwise stated. SpryPoint, without limiting its other rights and remedies, reserves the right to suspend the Service until such amounts for the Service are paid in full, so long as SpryPoint provides prior written notice to Client of such breach and a 30 day period to cure such breach before suspending the Service, and then promptly reinstates access as soon as the breach is cured. All fees invoiced pursuant to this Agreement do not include any applicable taxes. Client shall be solely responsible in the event any authority imposes a duty, tax, levy, or fee (excluding those based on SpryPoint's net income) directly upon the Client in relation to this Agreement, unless Client has provided a tax exemption certificate. Reimbursements will not be made for travel and subsistence expenses unless SpryPoint has received prior written approval from Client. 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 or otherwise agreed to by the Parties in writing.

3.2 Usage Metric Verification Process. Client has access to self-service usage metrics on demand and within the Service. Client system administrators can add or remove accounts and users as needed. It is the Client's sole responsibility to archive or remove users and accounts if they are no longer being used.

SpryPoint may verify relevant usage metrics through a quarterly audit; the results of which will be shared with the Client. Any within scope use exceeding the usage metrics, as defined pursuant to this Agreement, identified as a result of a quarterly audit will be subject to additional fees based on the then applicable fee per usage metric. Fees accrue in the calendar month the excess use began and will be invoiced coterminous with the then current annual subscription term.

Notwithstanding any quarterly audit referenced above, prior to the issuance of an Annual Subscription Fee invoice, SpryPoint will conduct an audit of the relevant usage metric(s) and adjust such Annual Subscription Fee(s) to reflect the usage metric(s) established by such audit and deliver it to Client simultaneously with the fee increases set forth in Section 11.3.

3.3 Integrated Notification Services. The Service includes integrated notification services which can be enabled by Client for the purposes of customer alerts and notifications. SpryPoint's integrated notification services include:

- Inbound and outbound SMS text messaging
- Outbound voice messaging
- Inbound and outbound email messaging

The ongoing usage costs will be invoiced quarterly based on actual usage pursuant to the applicable SaaS Subscription Order Form.

3.4 Service Modification. "Service Modification" means a change to the Service that is not an Update, including but not limited to the addition of a new SpryPoint application

or a change to the Client's usage metric quantity for a SpryPoint application. Service Modifications will be captured in an Order Form.

4. Proprietary Rights

- 4.1 SpryPoint Intellectual Property Rights.** SpryPoint retains all right, title, and interest in and to the Service, SpryPoint Documentation and other SpryPoint owned or licensed from a third-party Intellectual Property Rights including any related methodologies, techniques, processes, and instruction developed by SpryPoint and used in the course of delivering the Service under this Agreement (collectively, "**SpryPoint IP**"). No rights are granted to Client hereunder other than expressly set forth herein. Client shall not (and shall not allow or cause any third party to) (a) reverse engineer, modify, decompile, or copy the Service or SpryPoint Documentation or create any derivative works based on the Service and SpryPoint Documentation subject to the limited rights in Section 4.2; (b) copy any features, functions, interfaces, integrations or graphics of the Service or SpryPoint Documentation; or (c) access the Service or SpryPoint Documentation in order to build any commercially available product or service.
- 4.2 Client Rights.** SpryPoint hereby grants to Client a non-exclusive, non-transferable, non-perpetual, limited license to use the Service and SpryPoint Documentation and to make copies of the SpryPoint Documentation and use excerpts from the SpryPoint Documentation as necessary for internal training purposes, so long as all proprietary notices are retained on all copies and Client has no ownership of the excerpts or any other portions of the SpryPoint Documentation, during the term in accordance with the terms and conditions of this Agreement.
- 4.3 License to Host Client's Data.** Subject to the terms and conditions of the Agreement, Client grants SpryPoint a non-exclusive, non-sublicensable (except to SpryPoint's permitted hosting provider (to the extent such license is necessary)), non-transferable, revocable, royalty-free right during the applicable Order Form term in the United States, limited-term license to host, copy, transmit and display Client Data as necessary for SpryPoint to provide the Service in accordance with this Agreement. As between SpryPoint and Client, SpryPoint acquires no right, title, or interest from Client under this Agreement in, or to, Client Data. As between the Parties, all right, title and interest, including all Intellectual Property Rights, in and to all Client Data shall be owned by Client. SpryPoint shall not Process Client Data except in accordance with the license granted under this paragraph.
- 4.4 License to use Client's Feedback.** Client grants to SpryPoint and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Service any suggestion, enhancement request, recommendation, correction, or other Client Input relating to the Service, excluding Client Data, on an "AS IS" basis. SpryPoint shall have no obligation to incorporate Client Input into the Service.
- 4.5 Statistical Information.** SpryPoint owns all aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and performance results for the Service, which, for clarity, shall not include any Client Data and which shall not

identify Client. SpryPoint may compile statistical information related to the performance of the Service for purposes of improving the Service, provided that such information does not use or incorporate Client Data, include Client's name or identify Client. For clarity, SpryPoint may not anonymize or aggregate or modify or reverse engineer Client Data without Client's prior written consent.

5. Confidentiality

- 5.1 Confidentiality.** A Party shall not disclose or use any Confidential Information of the other Party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other Party's prior written permission or as required by applicable law or by proper legal or governmental authority including the MGDPA as defined below. If Client is required to disclose SpryPoint Confidential Information pursuant to applicable law or by proper legal authority, Client shall give SpryPoint notice of any such legal or governmental demand and reasonably cooperate with SpryPoint, at SpryPoint's expense, in any effort to seek a protective order or otherwise contest such required disclosure. If SpryPoint is required to disclose Client Confidential Information pursuant to applicable law or by proper legal authority, SpryPoint shall give Client notice of any such legal or governmental demand and reasonably cooperate with Client, at Client's expense, in any effort to seek a protective order or otherwise contest such required disclosure.
- 5.2 Nondisclosure.** A Party shall not use Confidential Information for any purpose other than to facilitate this Agreement or as set forth above. A Recipient: (a) shall not disclose Confidential Information to any employee or contractor unless such person needs access in order to facilitate performance under the Agreement or exercise rights hereunder and executes a nondisclosure agreement with Recipient or is under another duty to keep information confidential, such as an ethical or fiduciary duty, or is covered by other employment terms, and (b) shall not otherwise disclose Confidential Information to any third party without the disclosing Party's prior written consent.
- 5.3 Protection.** Each Party shall protect Confidential Information with the same degree of care it uses to protect its own Confidential Information, but in no event using less than a reasonable standard of care.
- 5.4 Injunctive Relief.** The Parties agree that breach of confidentiality or of the license grants and restrictions herein would cause irreparable injury, for which monetary damages would be inadequate. If a Recipient discloses or uses any Confidential Information of the Discloser in breach of confidentiality protections hereunder, the Discloser, in addition to any other remedies available, shall have the right to seek injunctive relief to enjoin such acts.
- 5.5 Retention of Rights.** This Agreement does not transfer ownership of Confidential Information or grant a license or any other right thereto except as expressly stated herein. The Discloser will retain all right, title, and interest in and to all of Discloser's Confidential Information.

5.6 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, SpryPoint shall comply with the applicable portions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 ("**MGDPA**").

6. Data Privacy and Security

6.1 Data Security. SpryPoint and Client shall each be responsible for establishing and maintaining commercially reasonable data privacy and information security policies, including physical, technical, administrative, and organizational safeguards in relation to their role in providing or using, as applicable, the Service. Both Parties shall at all times maintain a security program comprised of appropriate technical, organizational, and physical security measures to ensure a level of security appropriate to protect Confidential Information and Client Data from unauthorized Processing. SpryPoint's security program shall be documented in writing and made available to Client on SpryPoint's premises for review with no copies or notes permitted to be made. SpryPoint shall retain a qualified auditor to conduct regular SOC 2 audits of its security controls and shall share the most recent report of such audit to Client on request. SpryPoint will reasonably cooperate with Client at SpryPoint's expense in the event Client has questions about SpryPoint's data security program.

6.2 Breach Notification and Recovery.

6.2.1 If either Party confirms there has been a Security Breach, such Party must notify the other Party in the most expedient time possible and without unreasonable delay (including as set forth below) after discovery or any time frame required by applicable law unless legally prohibited from doing so. Each Party will reasonably assist the other Party in mitigating or remediating any potential damage where appropriate, subject to Section 10 (Limitation of Liability) with respect to liability to each other. As soon as reasonably practicable after any such Security Breach, upon Client's request, Client and SpryPoint will consult in good faith regarding the root cause analysis and any remediation efforts.

6.2.2 SpryPoint is liable for any of its own acts, errors or omissions, negligence, misconduct, or breach of its obligations under this Agreement that result in the compromise of the security, confidentiality, or integrity of the Client Data or the physical, technical, administrative, or organizational safeguards put in place by SpryPoint that relate to the protection of the security, confidentiality, or integrity of the Client Data. SpryPoint shall, as applicable: (a) notify the Client as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; such notice provided under this section shall include, to the extent possible, all information reasonably available regarding the scope, nature and effects of the breach and the Client Data affected and shall be updated when material new information becomes available; (b) cooperate with the Client in investigating the occurrence, including making available all relevant Client records, logs, files, data reporting, and other materials required to comply with applicable

law or as otherwise required by the Client; (c) in the case of personally identifiable information (PII), and at the Client's sole discretion: (i) Client will notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) upon Client's written request, SpryPoint will reimburse the Client for any actual, out of pocket and documented costs incurred by Client in relation to Client's notifications to affected individuals, if, in the Client's sole discretion, the Client notifies the affected individuals; (d) in the case of PII, upon Client's written request, SpryPoint will reimburse Client for any actual, out of pocket and documented costs incurred by Client in relation to the provision by Client of third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other commercially reasonable actions required to comply with applicable law as a result of the occurrence; and (f) upon Client's written request, provide to the Client a detailed plan within ten (10) calendar days of the occurrence describing the measures SpryPoint will undertake to prevent a future occurrence. Notification by the Client to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Client's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Client has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Client. This Section shall survive the termination of this Agreement.

6.3 Data Location.

- 6.3.1** SpryPoint shall not store or transfer the Client Data outside of the United States and Canada. This includes backup data and Disaster Recovery locations. SpryPoint will permit its personnel and contractors to access the Client Data remotely only as required to provide technical support for the Service or the Professional Services.
- 6.3.2** SpryPoint may provide third- party certifications of attesting to the security of the locations. SpryPoint must notify the Client if SpryPoint changes its cloud services provider from Amazon to another provider.

6.4 Data Encryption.

- 6.4.1** SpryPoint shall encrypt all Client Data in transit regardless of the transit mechanism.
- 6.4.2** For engagements where SpryPoint stores Sensitive Personal Data or other Confidential Information, this data shall be encrypted at rest. SpryPoint's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology Security Requirements.

- 6.5 Safeguards against Denial of Service Attacks.** SpryPoint shall ensure controls remain in place throughout the term of this Agreement to limit the impact of denial of service attacks. These controls will include redundancy of core infrastructure, and a method of rate control for incoming requests so the infrastructure cannot be rendered unavailable due to volume of requests.
- 6.6 Security Logs and Reports.** SpryPoint shall allow the Client access to system security logs that affect this engagement, its data and or processes. This includes the ability for Client to request a report of the records that a specific user accessed over a specified period of time.
- 6.7 Background Checks.** SpryPoint shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of this Agreement who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for a minimum of 1 year is an authorized penalty. SpryPoint shall inform and educate SpryPoint's employees and agents regarding the terms of this Agreement as they pertain to securing Client's information.
- 6.8 Subcontractor Disclosure.** SpryPoint is responsible for the actions of any subcontractors that are delivering services and shall take necessary steps to ensure that the provisions of this Agreement are enforceable on all subcontractors.
- 6.9 Business Continuity and Disaster Recovery.** SpryPoint shall maintain a business continuity and disaster recovery plan that achieves the Client's Recovery Time Objective (RTO) and Recovery Point Objective (RPO), as set forth in the Order Form, SOW and/or SLA, and specifically incorporated herein. This plan will be tested regularly.

7. Subprocessors

Client hereby authorizes SpryPoint to engage subprocessors to carry out data Processing activities. SpryPoint will notify Client of any new subprocessors or changes to its subprocessors in advance of such engagement. If Client reasonably objects to the engagement, SpryPoint will reasonably cooperate with Client to address the cause for such objection. If the objection cannot be resolved to the Client's satisfaction, Client may terminate this Agreement without penalty or further obligation. SpryPoint shall ensure that each subprocessor has entered into a written agreement that is no less protective of Client, Client Data, and Confidential Information than this Agreement including its exhibits. SpryPoint shall be liable for the acts and omissions of any subprocessors to the same extent as if the acts or omissions were performed by SpryPoint.

8. Warranties and Disclaimers

8.1 From SpryPoint.

- a) **Function:** SpryPoint represents and warrants that, during the term of this Agreement:

- i. the Service will perform, and SpryPoint will provide the support and maintenance for the Service materially in accordance with the SpryPoint Documentation, the SLA and this Agreement,
- ii. no Update will degrade the Service performance and if a new release of the SpryPoint software in the Service removes the functionality that was originally provided to Client even if not a degradation, SpryPoint will provide alternative means for performing the same function, at no additional cost to Client beyond payment of the annual subscription fees for the Service;
- iii. it will make commercially reasonable efforts to ensure that any Update will be backwardly compatible with the data structures, databases and system architectures employed with previous versions of the Service;
- iv. the Professional Services will be performed in accordance with the applicable Statement of Work and this Agreement; and
- v. all personnel assigned to perform the services under this Agreement shall have the necessary skills, qualifications, and expertise to perform the work competently and professionally.

- b) **Intellectual Property Rights:** SpryPoint represents and warrants that it owns the Service and has the power and authority to grant the rights in this Agreement, including the rights in the Service and SpryPoint IP, without the further consent of any third party.
- c) **Malicious Code:** SpryPoint represents and warrants that to the best of its knowledge the Service does not contain any Malicious Code and SpryPoint will not grossly negligently or knowingly send or store Malicious Code by way of the Service or its related systems or networks.
- d) **Compliance with Laws:** SpryPoint represents and warrants to Client that it shall comply with all laws and regulations applicable to it including those related to data privacy, international communications and the transmission of technical or personal data in the provision of the Service and performance of the support and maintenance and Professional Services.

8.2 From Both Parties. Each Party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a materially adverse impact on its ability to perform as required by this Agreement.

8.3 Warranty Remedies. In the event of a breach of the warranty as set forth in Section 8.1(a), or upon the discovery of Malicious Code in the Service, (a) SpryPoint shall correct the non-conforming Service at no additional charge to Client or (b) in the event SpryPoint is unable to correct such deficiencies, after good-faith efforts, refund the subscription fees actually paid by Client for the twelve (12) month period immediately preceding notice to SpryPoint of such breach or discovery. The foregoing shall not limit Client's right to terminate hereunder.

8.4 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES OUTLINED IN THIS AGREEMENT, SPRYPOINT AND CLIENT 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 WITH RESPECT TO THE SERVICE AND/OR RELATED SPRYPOINT DOCUMENTATION. SPRYPOINT DOES NOT WARRANT THAT THE SERVICE WILL PERFORM WITHOUT ERROR OR THAT IT WILL RUN WITHOUT INTERRUPTION. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CLIENT IN CONNECTION WITH THE PROVISION OF THE SERVICE.

9. Indemnification.

SpryPoint shall protect, defend, hold harmless and indemnify Client and its officers, directors, employees and agents harmless against any loss, damage or costs in connection with claims, demands, suits or proceedings ("**Indemnified Claims**") made or brought against Client or the other indemnified parties: (i) alleging that the use of the Service or SpryPoint Documentation infringes or misappropriates any third party's Intellectual Property Rights; or (ii) that any SpryPoint staff are an employee of Client and any related costs or arising from injuries, death or damage (including property damage) caused by SpryPoint while on site at Client's location; provided, however, that Client; (a) promptly gives written notice of the Indemnified Claim to SpryPoint; (b) gives SpryPoint sole control of the defense and settlement of the Indemnified Claim so long as SpryPoint shall not settle any such Indemnified Claim without releasing Client from all liability, and any Indemnified Claims required by law to be defended by Client will be assigned to Client to defend subject to indemnification herein; and (c) provides to SpryPoint, at SpryPoint's cost, all reasonable assistance. SpryPoint's obligations set forth in section (i) do not apply to the extent that such a Claim arises out of: (A) revisions to the Service allowed by Client to be made without SpryPoint's written consent or modification of the Service by Client without SpryPoint's written consent, except that configurations are not revisions or modifications; (B) unauthorized use of the Service allowed by Client; or (C) use of the Service in a manner inconsistent with the SpryPoint Documentation (so long as Client has had at least 60 days after written notice of any Updates to change use if the SpryPoint Documentation is Updated) or the terms of this Agreement. Furthermore, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the negligence or intentional misconduct of Client. If Client is enjoined from using the Service or SpryPoint reasonably believes it will be enjoined, SpryPoint shall seek to obtain for Client the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to SpryPoint, then use of the Service may be terminated at either Party's option and SpryPoint's sole additional liability shall be to refund any prepaid fees for the Service that were to be provided after the effective date of termination.

10. Limitation of Liability

- 10.1 Clarifications and Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO SPRYPOINT'S INTELLECTUAL PROPERTY RIGHTS, SECURITY BREACH CLAIMS (COVERED IN SECTION 10.1.3 BELOW), INDEMNIFICATION OBLIGATIONS, RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD, AND SPRYPOINT'S REFUND OBLIGATIONS, IN NO EVENT SHALL SPRYPOINT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED:
- 10.1.1** SUBJECT TO SECTION 10.1.3, FOR CLAIMS RELATED TO THE SAAS SUBSCRIPTION ASPECT OF THE SERVICE, THE SAAS SUBSCRIPTION FEES ACTUALLY PAID BY CLIENT IN CONSIDERATION FOR SPRYPOINT'S SERVICE DELIVERY DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD (IF THE CLAIM OCCURS IN THE FIRST 12 MONTHS OF THIS AGREEMENT, SUCH AMOUNT SHALL BE THE AMOUNT DUE IN THE FIRST 12 MONTHS, AND IF THE CLAIM OCCURS AFTER TERMINATION, SUCH AMOUNT SHALL BE THE AMOUNT PAID IN THE LAST 12 MONTHS OF THIS AGREEMENT) (A "**GENERAL CAP**");
 - 10.1.2** SUBJECT TO SECTION 10.1.3, FOR CLAIMS RELATED TO PROFESSIONAL SERVICES, THE FEES PAID OR DUE BY CLIENT UNDER THE APPLICABLE STATEMENT OF WORK FOR SUCH PROFESSIONAL SERVICES (ALSO A "**GENERAL CAP**"); AND
 - 10.1.3** FOR ANY CLAIMS ARISING OUT OF A SECURITY BREACH, A SEPARATE CAP OF FIVE (5) TIMES THE PRIOR YEAR'S SAAS SUBSCRIPTION FEES ACTUALLY PAID BY CLIENT IN CONSIDERATION FOR SPRYPOINT'S SERVICE DELIVERY DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD (FOR CLAIMS WITHIN THE FIRST YEAR, SUCH AMOUNT SHALL INSTEAD BE 5 TIMES THE AMOUNT DUE IN THE FIRST 12 MONTHS, AND, FOR CLAIMS AFTER TERMINATION, SUCH AMOUNT SHALL INSTEAD BE 5 TIMES THE AMOUNT PAID IN THE LAST 12 MONTHS BEFORE TERMINATION) (SUCH SEPARATE AGGREGATE LIMIT IS THE "**SECURITY BREACH CAP**"). THE SECURITY BREACH CAP IS A SEPARATE CAP FROM THE GENERAL CAPS COVERING DIFFERENT CLAIMS. THE FOLLOWING COSTS ARE ALSO PAYABLE FOR ANY CLAIMS ARISING OUT OF A SECURITY BREACH, SUBJECT TO THE SECURITY BREACH CAP: (1) THE COST OF PROVIDING NOTICE TO AFFECTED INDIVIDUALS; (2) THE COST OF PROVIDING NOTICE TO GOVERNMENT AGENCIES, CREDIT BUREAUS, AND/OR OTHER REQUIRED ENTITIES; (3) THE COST OF PROVIDING AFFECTED INDIVIDUALS WITH CREDIT MONITORING SERVICES FOR A SPECIFIC PERIOD NOT TO EXCEED 12 MONTHS; AND (4) AS WELL AS ANY OTHER COSTS LAID OUT IN SECTION 6.2.2.
- 10.2** FOR THE AVOIDANCE OF DOUBT, SPRYPOINT'S LIABILITY LIMITS APPLY TO SPRYPOINT'S AFFILIATES, PROVIDERS, AGENTS, SPONSORS, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND OTHER REPRESENTATIVES.

10.3 Exclusion of Damages. EXCEPT FOR DAMAGES ARISING FROM INFRINGEMENT OR MISAPPROPRIATION OF EACH PARTY'S INTELLECTUAL PROPERTY RIGHTS, INCLUDING BREACH OF LICENSE RIGHTS OR RESTRICTIONS HEREIN AND BREACH OF CONFIDENTIALITY, ANY SECURITY BREACH CLAIMS (WHICH ARE SUBJECT TO THE SECURITY BREACH CAP), INDEMNIFICATION OBLIGATIONS, RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, AND EACH PARTY'S PAYMENT AND REFUND OBLIGATIONS, IN NO EVENT SHALL SPRYPOINT OR CLIENT HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, INCLUDING SUCH CATEGORIES OF DAMAGES THAT ARE ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT INCLUDING THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION. THE FOREGOING DOES NOT LIMIT SPRYPOINT'S CONTRACTUAL OBLIGATIONS TO PERFORM.

11. Term and Termination

11.1 Term of Agreement. This Agreement shall be valid as of the Effective Date and remain in effect until terminated pursuant to the terms contained herein. Termination of this Agreement shall terminate all Order Forms and Statements of Work.

11.2 Renewal. Unless otherwise stated in an Order Form, the Service shall automatically renew for successive terms of one year unless either Party provides the other written notice of termination a minimum of thirty (30) days prior to the expiration of the then current term or the Service has been otherwise terminated in accordance with this Agreement. Each SOW will end when completed unless earlier terminated as set forth therein.

11.3 Annual Escalation. The annual subscription service fee for the Service shall be subject to adjustment on each annual anniversary of the Effective Date at the greater of the following:

(a) in accordance with the change in the USA Consumer Price Index ("CPI") as published by the Government of the United States. The CPI will be determined based on the percentage increase in the CPI for the twelve (12) month period ending with the calendar month which is three (3) months prior to the annual anniversary of the Effective Date; or

(b) 3%; but not to exceed, in either case of (a)-(b), 5%; and SpryPoint shall provide written notice of any such increase no less than forty-five (45) days prior to the end of the then-current annual term.

11.4 Termination for Default. Either Party may terminate this Agreement (and all Order Forms and SOWs) upon thirty (30) days prior written notice in the event of a material

breach by the other Party if such breach remains uncured at the expiration of such notice period. If SpryPoint 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 SpryPoint of the previous alleged breaches when they occurred and provided SpryPoint 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 SpryPoint, and if not corrected within the period specified in the plan; then in either case Client may, by giving written notice to SpryPoint, terminate this Agreement as of a date specified in the notice of termination.

11.5 Effect of Termination. Upon any non-renewal or termination of this Agreement, subject to the Transition Assistance Services below:

- a) Client shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service;
- b) Termination for any reason shall not relieve Client of the obligation to pay any fees accrued to SpryPoint prior to the effective date of termination; and
- c) 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 SpryPoint, all Client Systems.

11.6 TRANSITION ASSISTANCE.

- a) Transition Obligation. Notwithstanding any other provision of this Agreement, and provided that Client provides SpryPoint with prior written Notice (which Notice is 30 days only as it relates to Section 11.6 a) (ii) below), the Parties will cooperate in good faith and SpryPoint will provide for a period not to exceed one (1) year from the date of non-renewal or termination (the "**Transition Period**"):
 - (i) the Service. During the Transition Period, Client will continue to pay SpryPoint for the Service pursuant to the Order Form and this MSA; and
 - (ii) transition assistance and reasonable knowledge transfer to Client or other persons authorized by Client as may be required to facilitate the orderly and efficient transition and migration of the Services to be performed by SpryPoint, to either Client itself or such other persons pursuant to a mutually agreed Statement of Work or Order Form or documented as otherwise necessary detailing all activities, timing, and milestones necessary to effect the orderly transition and migration of Services (the "**Transition Assistance Services**");Should any dispute arise between the Parties under this Agreement at that time, SpryPoint shall proceed to provide the Service and such Transition Assistance Services notwithstanding such dispute.
- b) Possible Extensions. The Parties may agree to further extend the Service and Transition Assistance Services as may be mutually agreed in writing. The Parties shall continue to perform their respective obligations under this Agreement

pursuant to its terms and conditions, while they cooperate in good faith to effect such orderly transition.

- c) **Transition Fees.** Client will pay to SpryPoint its fees for the Service and Transition Assistance Services performed by SpryPoint. Such fees for the services covered by Section 11.6(a)(ii) would be calculated on a time and materials basis using SpryPoint's then standard rates as may be applicable.

11.7 Access to Client Data. Upon written request by Client made prior to any expiration or termination of this Agreement or within the 90 days thereafter, SpryPoint will make Client Data available to Client through the Service solely for purposes of Client retrieving Client Data for a period of up to ninety (90) days. SpryPoint will provide Client Data in a mutually agreed upon format with appropriate data dictionaries, schema, and other required documentation such that the Client Data is usable to Client. After ninety (90) days, SpryPoint will have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data and will have no further obligation to make it available to Client.

12. Messaging.

12.1 Supplemental Messaging Service Terms. If Client elects to use SpryPoint's Messaging Service, the following supplemental terms ("**Messaging Terms**") will apply.

12.2 Responsibility and Risk. Client shall be solely responsible for the content of any communications which Client initiates or authorizes in connection with the Messaging Services. SpryPoint shall have no responsibility or liability with respect to messages or communications initiated or authorized by Client., Client assumes all risks associated with such messages or communications initiated through use of the Messaging Service, so long as the Service does not modify them or delete them in any way.

12.3 Compliance. SpryPoint is limited to delivering the Messaging Service to the Client as part of the Service, accordingly, compliance with applicable laws is strictly Client's responsibility with respect to the Messaging Service notwithstanding any provision to the contrary, subject to the following (a) the Messaging Service has the capability for the Client to configure its use to be in accordance with applicable laws; and (b) SpryPoint represents and warrants that the functionality of the Messaging Service allows and will allow, as the law changes over time, Client to comply with laws applicable to Messaging Services (for example but without limitation reasonable opt out functionality where the law requires opt outs for email, voicemail or text messages). Client will use the Messaging Services in accordance with applicable laws.

13. Insurance

13.1 Coverage. SpryPoint will maintain the insurance coverage as required in the Client's request for proposal, request for information, as otherwise identified in the Proposal, or as otherwise mutually agreed by the Parties and add Client as an Additional Insured under such coverage as required by Client.

13.2 Additional Insurance Related Provisions

a) **SUBCONTRACTORS.**

SpryPoint agrees to ensure that subcontractors, and any other party involved with the Services or Professional Services who is brought onto or involved in the performance of the Services or Professional Services by SpryPoint, provide the same minimum insurance coverage required of SpryPoint, except as with respect to limits. SpryPoint agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement.

b) **EVIDENCE OF COVERAGE.**

Prior to the commencement of any Services or Professional Services under this Agreement, SpryPoint shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage as indicated in this Agreement. Upon written request, SpryPoint will provide Client all certificates, as applicable, related to the insurance coverage described herein.

14. Miscellaneous

14.1 Independent Contractor. SpryPoint and all persons employed by or contracted by SpryPoint to furnish labor and/or materials under this Agreement are independent contractors and do not act as agents or employees of Client. SpryPoint has full rights to manage its employees in their performance of the Service and Professional Services under this Agreement. 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 this Agreement except the indemnified parties with respect to their rights to indemnification (except that, except for the Parties, no such indemnified party has any rights to participate in any amendment to this Agreement).

14.2 Piggyback. It is understood and agreed by Client and SpryPoint that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with SpryPoint, be invoiced therefrom and make its own payments to SpryPoint in accordance with the terms of the contract established between the new governmental entity and SpryPoint. It is also hereby mutually understood and agreed that Client is not a legally bound party to any contractual agreement made between SpryPoint and any entity other than Client.

14.3 Governing Law. This Agreement shall be governed exclusively by the internal 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.

14.4 Compliance with Federal and State Laws. SpryPoint shall comply with all laws, rules and regulations applicable to it in the provision of the Service(s) and Professional Services. Should a change in such laws, rules and regulations result in a material impact to SpryPoint's provision of the Service(s), either financially or to the scope of the Service(s) or Professional Services, SpryPoint will work with the Client in good faith to continue providing the Service(s) or Professional Services, however; should either party determine that, under the circumstances, that it is unable to continue the Service(s) or Professional Services under the current Agreement the Parties may enter into negotiations with the goal of modifying the Agreement to accommodate the change.

14.5 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon the date of email receipt or third business day after first class mailing.

Notices to the Client shall be sent to:

City of Plymouth
3400 Plymouth Boulevard
Plymouth, MN 55447
Attention: Andrea Rich, Finance Director
arich@plymouthmn.gov

Notices to SpryPoint shall be sent to:

Nick Stone, CFO
45 Queen Street
Suite #401
Charlottetown, PE C1A 4A4
Email: contracts@sprypoint.com

14.6 Waiver. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Neither Party's review, provision, acceptance, nor payments for any of the Services or Professional Services provided under this Agreement shall be construed to operate as a waiver of any such Party's rights under this Agreement or of any cause of action available to such Party arising out of the performance of this Agreement.

14.7 Force Majeure. In no event shall SpryPoint or Client be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that SpryPoint shall use reasonable efforts which are consistent with accepted software industry practices to resume performance as soon as practicable under the

circumstances and shall meet its RTO and RPO as set forth in the SLA or Statement of Work according to the circumstances.

14.8 Assignment. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (which consent shall not be unreasonably withheld).

14.9 Severability. To the extent permitted by the law, the Parties waive any provision of law that would render any clause of this Agreement invalid or unenforceable. In the event that a provision herein is held to be invalid or unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by the law, and the remaining provisions of this Agreement will continue in full force and effect.

14.10 Publicity. Except as required for the Service, SpryPoint shall not use Client's name, logos, or trademarks in any written press releases, advertisements and/or marketing materials without the prior consent of Client. SpryPoint is authorized to use Client's name as required to perform the Service.

14.11 Amendment. This Agreement may only be amended in writing by authorized representatives of each Party.

14.12 Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

14.13 Interpretation. Unless the express context otherwise requires, the words "hereof", "herein", "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement, references to a specific section, exhibit or schedule in this MSA or an Order Form or SOW refer to the sections, exhibits or schedules in this MSA or such Order Form or SOW (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". The captions or headings in the Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of the Agreement.

(signature block on following page)

City of Plymouth	SpryPoint Services, Inc.
Signature:	Signature:
Name:	Name: Nick Stone
Title:	Title: Chief Financial Officer
Date Signed:	Date Signed:

Exhibit A – Initial SaaS Subscription Order Form

1. Client Information

This Initial SaaS Subscription Order Form is subject to the terms and conditions of the Master Subscription Agreement between the Parties.

Name ("Client")	City of Plymouth, MN
Client Billing Contact Name	Andrea Rich, Finance Director
Client Billing Contact Phone Number	763-509-5320
Client Billing Contact Email	acctpay@plymouthmn.gov
Client Billing Address	3400 Plymouth Blvd, Plymouth, MN 55447

2. Initial Term

The initial term of the subscriptions for SpryPoint Service(s) reflected herein will commence on the Effective Date and continue for a period of one (1) year. The Service(s) shall automatically renew for successive terms of one (1) year unless Client provides SpryPoint written notice of termination a minimum of thirty (30) days prior to the expiration of the then current term or the Service has been otherwise terminated in accordance with the Agreement. Once every three (3) years commencing on the third anniversary of the Effective Date, SpryPoint may provide written notice of termination to Client a minimum of six (6) months prior to the expiration of the then current term.

3. Invoicing

Subscription fees are in United States Dollars. The Total Initial Annual Subscription Fee for the initial year as identified in Section 5 below will be invoiced upon the earlier of the Project Kick-Off Date or 6 months from the Effective Date ("**Initial Fee Invoice Date**"). The initial year's subscription fees will be prorated from the Initial Fee Invoice Date to the first anniversary of the Effective Date and will be due per Section 4 below and Section 3.1 of the Agreement. Thereafter, Client's Total Annual Subscription Fee will be invoiced annually 35 days in advance of the anniversary of the Effective Date for the duration of Client's use of the Service(s) (subject to Client's right not to renew under Section 2 above).

All other fees, including fees associated with the activities identified in Exhibit B, the Implementation Statement of Work, will be invoiced per the terms of the applicable Statement of Work, a Change Order (as described within the Statement of Work), or as otherwise mutually agreed to by the Parties, and are not reflected herein. All subscription fees are subject to the Usage Metric Verification Process described in the Agreement.

4. Payment Terms



All invoiced charges are due net thirty-five (35) days from the invoice date.

5. SpryPoint SaaS Subscriptions

SpryPoint SaaS Subscription Name	SpryPoint SaaS Description	Environments Included during “implementation” *	Environments Included after “go-live” *	SpryPoint SaaS Usage Metric	Usage Metric Quantity	SpryPoint SaaS Fee Per Usage Metric	Initial Annual Subscription Fee
SpryCIS – Customer Information System	SpryCIS supports customer service and account management; meter reading (including consumption and usage data); meter inventory records (including location data and billing related inventory records); field service order requests; rate, fee and tariff storage (for mass calculation); billing calculation and statements; and financial Processing (including payment, adjustment, past due collection actions and notifications); unpaid debt processing; and financial reconciliations	Production (1) Staging (1) Test (1)	Production (1) Staging (1)	Active Accounts ¹	25,100 Active Accounts	\$3.80 Each additional Active Account (in blocks of 500) is \$4.00	\$95,380
SpryEngage – Customer Engagement Platform	SpryEngage supports customer self-service and engagement functions: customer facing (customer registration and login; mobile access; profile management; alert sign-up and delivery; guest access; interactive bill display; electronic billing payment processing; and electronic forms submissions) administrative (administrative dashboard; reporting and analytics; customer masquerading)	Production (1) Staging (1)	Production (1) Staging (1)	Active Accounts ¹	25,100 Active Accounts	\$0.95 Each additional Active Account (in blocks of 500) is \$1.00	\$23,845

SpryPoint SaaS Subscription Name	SpryPoint SaaS Description	Environments Included during "implementation" *	Environments Included after "go-live" *	SpryPoint SaaS Usage Metric	Usage Metric Quantity	SpryPoint SaaS Fee Per Usage Metric	Initial Annual Subscription Fee
SpryMobile – Mobile Field Service	SpryMobile supports the creation of short cycle work with real-time connectivity to SpryCIS (service orders; scheduling; dispatch; mapping GIS layers; MyWork; notifications)	Production (1) Staging (1)	Production (1) Staging (1)	Full Users ²	5 Full Users	\$100.00/ Month with 5% discount	\$5,700
Total Initial Annual Subscription Fee							\$124,925

Active Accounts means the maximum annual quantity, in blocks of 500, licensed and available to Client in the production environment over a 12-month period. An account is no longer considered Active when the "Account State" field is automatically moved to Inactive by the Service as determined by Client configuration decisions. In most cases the Account State is considered inactive when the Account is ineligible to receive a new Billing Statement and is no longer subject to ancillary processes such as penalties, collections routines, or external communication from SpryCIS.

² **Full User** means a user who can access SpryMobile's full functionality to create, edit and share data.

³ **Light User** means a user who has read-only to access to SpryMobile functionality.

⁴ **Testable Assembly** means an assembly subject to test notices and test entry submissions.

* Upon mutual agreement between SpryPoint and Client, other environments may be established for specific purposes throughout the implementation (e.g., Test and Train) and will not result in additional cost to Client. If additional dedicated environments are required post go-live there may be additional fees required.

Integrated Notification Services Fees	
invoiced quarterly for actual usage or as otherwise described below exclusive of any applicable communications service or telecommunication provider (e.g., carrier fees or surcharges)	
Inbound and Outbound SMS Messaging	\$0.02 / Message segment consisting of a maximum of 160 characters. A message containing more than 160 characters, will be billed per 160-character message segment.
Local Outbound Voice Messaging	\$0.03 per minute
Toll-Free Outbound Voice Messaging	\$0.03 per minute
Optional Random Short Code	\$15,000.00 per year

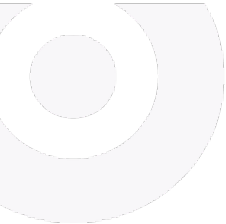


Exhibit B
Implementation Statement of Work

Exhibit C

Standard Service Level Attachment

1. Introduction and Overview

SpryPoint's applications are delivered as a service in the cloud. Integrating software development and support is the optimal way to serve customers. SpryPoint's customer success team works with the product engineers that build, implement, test, and maintain our applications.

This Standard Service Level Attachment ("SLA") defines the general technology as well as the scope of the ongoing production support services for SpryPoint's software-as-a-service. At a high level, this includes:

- Application support and maintenance
- Management of updates and enhancements
- Technology infrastructure management
- Backup and recovery
- High availability, disaster recovery, and business continuity
- Database management
- Network configuration and monitoring
- Security
- Operations and service delivery management
- Help desk/support
- Reporting/Performance measurement tools

These services may be supplemented by change requests agreed upon by the parties in writing.

This SLA describes the responsibilities of all parties, the scope, and approach to the delivery of the services specified herein ("the Services").

The transition to the customer success team will occur when:

- All severity 1 and 2 issues have been resolved
- All severity 3 issues have a defined plan for resolution
- The Post Go Live Support as defined in the Statement of Work is complete
- A finalized punch-list of any outstanding items has been created and responsibilities assigned

The transition involves:

- Formal knowledge transfer between SpryPoint's service delivery and customer success teams
- An introductory meeting with the client, SpryPoint's project manager and SpryPoint's customer success team.

This SLA is specific to SpryPoint's software-as-a-service applications operating in a production environment as described in the current Pricing Schedule incorporated as part of this SLA.

Any non-production or test environments are expressly excluded from this or any other Service Levels.

2. Definitions

These terms shall have the following meanings whenever used in this SLA.

“Assist” means the party which may provide input into a task and/or be consulted before a decision or action is performed.

“Business Hours” means 8:00 a.m. – 4:00 p.m. Eastern Time, Monday – Friday (excluding holidays).

“Demarcation Point” means the outermost point of connectivity to the Service(s) public or private endpoints such as the data centers, infrastructure, and applications provided by SpryPoint.

“Environment” provides resources and services over the Internet and access through a web browser or client software.

- Production Environment – is where the latest version of the SpryPoint application is deployed and available to the intended users.
- Staging Environment – an environment, used for testing, that mirrors the production environment as closely as possible.

“Impact” means the influence of an event on the organization or organization’s customers.

“Issue” is a disruption to everyday operations that may or may not have significant consequences.

“Lead” means the party with final decision-making authority, accountability, and responsibility for task completion; this party needs to make sure the work gets done.

“Outage” means the total minutes the service is unavailable outside the scheduled maintenance window.

“Response Time” means the number of Support Hours in which a member of the SpryPoint team will respond to a new issue.

“Resolution Target” means the number of Business Hours in which an issue should be resolved following the identification of its root cause.

“Scheduled Maintenance” means the total minutes of planned maintenance activities per month. Currently, scheduled maintenance is 4 hours for weekly maintenance and 4 hours for monthly maintenance. Maintenance windows are defined further in System Maintenance and are subject to change on 30 days’ notice from SpryPoint.

“Severity” is used to understand the impact of an issue quickly and set priorities for resolution target and is measured by how severely the issue is affecting functionality.

“Support Hours” means 7:00 a.m. – 8:00 p.m. Eastern Time, Monday – Friday (excluding holidays).

“Support Request” means a request to support the resolution of an issue when further assistance is needed from technical experts.

“Tiers” represents the complexity of the issue reported.

“Total” means the total minutes the service is available less those exceptions listed under Service Availability.

“Update Frequency” means the number of Support Hours in which the SpryPoint team will provide an update to an unresolved issue.

3. Scope of Service/Responsibilities

3.1 Ongoing Support and Subscription Services

a) Application Support

The table below describes the application support functions provided in the service and the responsibility assignment of each item.

Item	Responsibility	
	SpryPoint	Client
Provide Tier 1 help desk and application support such as, user password management	Assist	Lead
Attempt to resolve Tier 1 issues using existing knowledge base	Assist	Lead
Maintain and update SpryPoint’s knowledge base and other documentation	Lead	N/A
Service Request Management		
Provide technical and functional troubleshooting for Tier 2 issues	Lead	Assist
Work with Client to determine if an issue is for new system functionality (change) or requires assistance (bug)	Lead	Assist
Provide a web-based system for issue tracking	Lead	N/A
Work with Client to assign proper severity of issue based on definitions	Lead	Assist
Provide issue tracking and reporting	Lead	N/A
Work with client to resolve Tier 2 and Tier 3 issues	Lead	Assist

Item	Responsibility	
	SpryPoint	Client
Monitor, measure, and report on the status of Tier 2 and Tier 3 issues	Lead	Assist
Resolve Tier 2 and Tier 3 issues	Lead	Assist
Provide analysis of recurring issues and establish a resolution or work around for such issues.	Lead	Assist
Work with Client in reporting and resolving unplanned outages of any component or environment.	Lead	Assist
Provide root cause feedback for all Severity Level 1 issues	Lead	Assist
Escalate issues as needed	Lead	Assist
Promptly report outages and service interruptions	Lead	Assist
Application Support		
Provide application support to the functional process owners	Lead	Assist
Address functional issues and questions involving "how to" raised by end-users	Assist	Lead
Work with departments to leverage software to streamline business processes	Assist	Lead
Assist with system functionality and process flow questions for software and reports	Assist	Lead
Provide functional support for first time processing of critical client business processes	Lead	Assist
Focused functional process support (i.e., end of year processing)	Assist	Lead
Maintain application releases of the current software in the production environment	Lead	N/A
Assist in reporting product issues to software vendor support and obtaining resolution	Assist	Lead
Provide availability management and support	Lead	N/A
Provide maintenance and support for all integrations	Lead	Assist
Provide maintenance and support for all reports	Lead	Assist
Provide maintenance and support for all scheduled jobs	Lead	Assist

Item	Responsibility	
	SpryPoint	Client
Provide functional testing support	Assist	Lead
Deploy required application software	Lead	N/A
Provide post-deployment verification testing of required software	Lead	Assist
Security Administration		
Provide application security maintenance and administration	Lead	N/A
Conduct user access management and review	Assist	Lead
Maintain and support firewall subsystem software components where applicable (e.g., patches and software upgrades) on Client hardware and software	N/A	Lead
Monitor virus/security alerts and vulnerabilities from manufacturers and determine appropriate action per procedure	Lead	Assist

b) Operational Support

The table below describes the operational support functions provided in the service and the responsibility assignment of each item.

Item	Responsibility	
	SpryPoint	Client
Hosting Services		
Provide hosting services	Lead	N/A
Provide for a replicated system architecture	Lead	N/A
Provide disaster recovery services including system and data restoration	Lead	N/A
Conduct periodic testing of the disaster recovery solution	Lead	N/A
High availability and continuity of the service including load balancing to redirect traffic, multi-zone databases, auto-scaling instances based on application and processing load	Lead	N/A
Provide for secure transmission of data being stored and/or archived	Lead	N/A
Provide toll-free support line	Lead	N/A
Provide hosting services	Lead	N/A

Item	Responsibility	
	SpryPoint	Client
Database Management		
Perform database administration	Lead	N/A
Perform database monitoring	Lead	N/A
Perform database tuning	Lead	N/A
Perform database security	Lead	N/A
Perform database procedures	Lead	N/A
Perform scheduled maintenance procedures	Lead	N/A
Perform database patching and updates/service packs	Lead	N/A
Communicate patch and update impact analysis	Lead	N/A
Perform database capacity planning	Lead	N/A
Perform database refresh/clones	Lead	N/A
Perform database backup and recovery	Lead	N/A
Perform any data purging or archiving as required	Lead	N/A
Release Management		
Assess impacts of new releases to the environment	Lead	Assist
Perform Client-requested periodic refreshes of the non-production environments from the production environment up to twice per calendar month	Lead	Assist
Perform application upgrades	Lead	Assist
Perform maintenance pack installations	Lead	Assist
Perform emergency release updates as needed.	Lead	Assist
Access Management		
Manage administrative user access to the environments	Assist	Lead
Manage user access at the operating level	Assist	Lead
Manage application users and their access to the various environments	Assist	Lead

Item	Responsibility	
	SpryPoint	Client
Performance Management		
Monitor system performance	Lead	N/A
Monitor application performance	Lead	N/A
Monitor scheduled job performance	Lead	Assist
Analyze performance related issues to identify factors impacting performance	Lead	Assist

c) Technology Infrastructure Services

The table below describes the technology infrastructure functions provided in the services and the responsibility assignment of each item.

Item	Responsibility	
	SpryPoint	Client
Review and resolve technical issues with the system	Lead	Assist
Assist with system debugging and issue resolution	Lead	Assist
Resolve system technical issues with scheduled jobs and reports	Lead	Assist
Answer technical questions for day-to-day maintenance	Lead	Assist
Perform system administration	Lead	Assist
Provide system monitoring and tuning	Lead	Assist
Provide system capacity planning	Lead	Assist
Provide storage capacity planning	Lead	Assist
Provide workload management and support	Lead	Assist
Perform infrastructure maintenance and support	Lead	Assist
Manage the testing of all application and system changes prior to applying to production	Lead	Assist
Perform updates/service packs on application infrastructure	Lead	N/A
Perform system patching and updates/service packs (desktop)	N/A	Lead

Item	Responsibility	
	SpryPoint	Client
Provide change bundling analysis to reduce the frequency and length of time required to apply changes	Lead	N/A
Provide a back-out plan for changes to the various environments	Lead	N/A
Apply code patches for application software	Lead	N/A
Implement minor technology updates	Lead	N/A
Provide system maintenance scheduling and coordination	Lead	N/A
Report system outages and service interruptions	Lead	Assist
Provide infrastructure monitoring and alerting	Lead	N/A
Provide set-up, maintenance, and support for the following environments:		
Production	Lead	N/A
Staging	Lead	N/A
Sandbox (where applicable)	Lead	N/A

3.2 Billable Services. There will be instances where a client request is beyond the scope of the original contract. Any out-of-scope item is considered an enhancement or a change to the service and should be directed to our customer success team through regular support request options. Enhancement requests would include new functionality and features. Change requests would include changes to the services or responsibilities of the service.

Examples of billable services that require a quote:

- Requests for new reports
- Requests for changes to current reports
- New configuration/setup
- Rate changes
- Changes to bill print/template
- Changes to forms or letters

3.3 Quote Process. The client may request additional services or modifications to the application at any time.

All Changes will be documented and approved, regardless of whether there is an associated cost for the change.

Requests for changes should be made to SpryPoint's customer success team. They will review the request and create a quote to include the following:

- A description of the problem that needs to be solved or the issue to be addressed.
- A description of the solution to the problem or issue to be addressed, including the use/business case and/or reason for the Change and suggested solution.
- An estimated delivery time
- If applicable, any fees/cost and expenses associated the Change.

The Change process is defined below. The Change must be approved by both SpryPoint and the Client before any work related to a Change is completed.

- Identify the requested Change
- Identify and document the solution and scope of work associated with the Change requested
- Estimate required effort, and any associated costs
- Submit for review and approval by the Client and SpryPoint Management team
- If not approved, no changes are completed, and the Change request is canceled
- If approved, SpryPoint will work with the client to schedule.
- Monitor and report progress on the Change
- Communicate the Change resolution

3.4 Rate Card. Any billable services to the Service beyond go-live will be performed at the then prevailing rate as published by SpryPoint on an annual basis.

4. Performance Measurement

4.1 Support Level Definitions and Responsible Parties. Client agrees to follow escalation procedures and is responsible for Tier 1 support functions before new application or functionality related to SpryPoint services is enabled in production.

a) Client Responsibilities

Tier	Definition	Description/Examples
1	Support performed by Client, who shall be responsible for addressing common user questions and issues	• Provide application navigation tips • Perform password resets or analyze login issues • Answer questions regarding basic operation of the application • Gather information to escalate to Tier 2 support

b) SpryPoint Responsibilities

Tier	Definition	Description/Examples
1	Support performed by Client, who shall be responsible for addressing common user questions and issues	Maintain documentation to enable Client to resolve most Tier 1 support issues without requiring escalation to specialized application support.
2	In-depth technical support performed by SpryPoint to address issues outside the scope of Tier 1 issues. SpryPoint's experienced team are available to: - Assess issues - Provide solutions - Resolve issues - Create new features	Provide Tier 2 support for all SpryPoint applications which includes: - Advanced technical and system administration responsibilities which may require application log, database access, or other code-related troubleshooting - Clearly defined points-of-contact, available to receive and appropriately respond to issues from Tier 1 support - Advice and assistance for the applications and non-programming activities in direct support of users - Advise Client personnel of estimated time to resolve an issue after root cause diagnosis - Provide status updates during issue resolution - Escalate Tier 2 support issues to Tier 3 support at our sole discretion
3	A level of product and service support provided by SpryPoint resources (such as product managers or product team)	Provide Tier 3 support for all SpryPoint applications which includes: - Data fixes - Code-related troubleshooting - Bug fixes

4.2 Issue Reporting. The Client shall designate one or more power users to request and receive support services from SpryPoint. These users must be trained on the SpryPoint applications for which they initiate support requests.

To report an issue, submit a support request by:

- Support widget (must be enabled in-app)
- SpryPoint Helpdesk Portal - support.sprypoint.com
- E-mail – support@sprypoint.com
- Phone - 855.TRY.SPRY

Issue reporting shall be available twenty-four (24) hours a day, seven (7) days a week, and 365 days a year.

Before reporting an issue, Client's personnel must collect as much of the following information as possible:

Criteria	Description/Examples
Date and Time	When did the issue start
Product/Function	SpryCIS – Meter Reading
General Description	Describe the issue you are experiencing as well as the expected results
Replication	How to replicate the issue
Severity	Per the severity levels defined in this document
Operating System	iOS, Android, Windows, MacOS
Device	iPad, Chromebook, Microsoft Surface, MacBook
Browser	Chrome, Safari, Edge, Firefox
Screenshots	Screenshots of the error will help with troubleshooting

Support requests are submitted to report issues. SpryPoint's customer success team will address tickets according to the Severity Level. The SpryPoint team will determine the cause of the issue and begin the process for correction and/or remediation. Some possible causes of an issue to be reported are:

Bug – an error, flaw, or fault in the application that causes an incorrect or unexpected result or behavior.

Configuration Request – a change or update to the behavior of an application through a setting in the user interface.

New Feature Request – an update to the application to provide new functionality or a new feature.

Training Issue/Question – Client does not understand how or why something is behaving the way it is or needs to understand options to change the base behavior.

Performance/Service Issue – generally a high priority, high severity item that includes outages, downtime, and other issues affecting the usability of SpryPoint applications.

4.3 Issue Prioritization, Definitions, Responsible Parties, and Targets

Severity Level	Example	Response Target	Resolution Target	Update Frequency
1 Urgent	Client's business is not operational due to significant performance issues or outage, creating a substantial impact financially or by the number of customers affected. Critical business function(s) cannot be performed and/or a key component is unavailable or is non-functional. There is no immediate work around. Urgent issues have top priority until resolved Examples of Severity 1 issues include: • System is unavailable (outage) • Unable to perform a key function such as calculation of bills or billing process • A key function is malfunctioning, creating a severe financial/customer impact • Any event that impacts more than 20% of the customer base • Severity Level 1 issues are subject to an Issue Post-mortem by SpryPoint	1 hour	4 hours	1 hour
2 Critical	Client's business is operational but the ability to perform business functions is severely impacted, A critical business function or functions are partially operational or operating by use of a workaround only sustainable for a short period of time. A critical business function or functions is operating at limited capacity or has a defect which creates errors or atypical results to customer records, transactions, or financials. Examples of Severity 2 issues include: • 10%-20% of the customer base are affected by bills which are	2 hours	16 hours	4 hours

Severity Level	Example	Response Target	Resolution Target	Update Frequency
	calculating or rendering incorrectly - Response times on transactions or screens are 3 times the normal response times (response times must be tracked at go-live for benchmark) - Processes take 3 times as long to complete or error out (response times must be tracked at go-live for benchmark)			
3 Restricted Use	The service is experiencing an issue that can be worked around but is impacting client's efficient use of the service. The business is operational but with reduced efficiency. Examples of Severity 3 issues include: - Single account issue - Business function has a slight restriction of function of non-critical nature - A work around is required to maintain normal operations - Non-performance impacting defect	4 hours	160 hours	40 hours
4 Not Urgent	The service is fully functional but may contain a cosmetic flaw, or misspelling. There is no operational, financial, or customer impact. Examples of Severity 4 issues include: - A button is out of alignment on the user interface - Question regarding configuration or functionality - General inquiries	8 hours	200 hours	Upon resolution
5	Enhancement request	16 hours	As defined in "Quote Process" section 3.3	As defined in "Quote Process" section 3.3

- 4.4 Triage.** Based on the severity level of the support request, Client can expect a response from the SpryPoint customer success team as indicated in the table above.

During this initial contact, the team has several objectives:

- Confirm and/or clarify our understanding of the support request. Adjust reported severity level if necessary.
- Document the use case where the issue occurs.
- Establish a resolution plan and provide an estimated resolution time if possible.
- If an estimated resolution time cannot be provided during the initial contact, Client will be provided with an estimate on the timeframe.
- If the support request is Level 5 (enhancement request), Client will be contacted to discuss the use case and scope of the enhancement. An enhancement specification and quotation will be delivered.

- 4.5 Resolution.** Issue Resolution indicates that the issue has been addressed and resolved, pending confirmation from Client's power user. If for any reason Client is not satisfied with the resolution, Client may request the issue to be re-opened.

- 4.6 Service Maintenance.** The primary contact for the ongoing maintenance and support of the application is SpryPoint's customer success team. Although rare, SpryPoint may, at its discretion, schedule a system maintenance window, during which time normal production services may not be available. Planned system maintenance windows are mutually agreed upon with the Client. Whenever possible, SpryPoint will plan Scheduled Maintenance to coincide with Client's IT system maintenance windows and outside the hours of 7:00 a.m. and 5:00 p.m. Eastern Standard Time.

There may be some instances where updates are required immediately or within a short timeframe to maintain the integrity or functionality of SpryPoint applications. In such cases, SpryPoint will notify Client's designated contact of unplanned system maintenance and work with Client to deploy the necessary changes during the earliest, mutually favorable time. SpryPoint will promptly notify Client's designated contact of any downtime and provide confirmation once full functionality is restored.

In extraordinary circumstances, it may be necessary to take the system offline or otherwise prevent access to applications. This would be the result of an exceptional situation (i.e., a zero-day vulnerability) where SpryPoint would take preventive action to mitigate any potential adverse impact to our clients

- 4.7 Device and Operating System Support.** SpryPoint shall use commercially reasonable efforts to identify a root cause and provide technical solutions therein for any reported bugs, defects, issues, etc., provided that the Software or Services are not otherwise impaired at the start of the then-current term and has been properly maintained by Client

in accordance with SpryPoint's policies. SpryPoint is not required to support its applications in the following circumstances:

- Hardware that is no longer supported by its manufacturer. (e.g., iPhone 3G, Samsung Galaxy S Captivate)
- Operating systems or versions of operating systems which are no longer supported or updated by their authors (e.g., Apple, Google, Microsoft, etc.).
- Errors that are a result of product misuse, negligence, or improper utilization of any or all part of the Software or Services.
- Issues that are a result of electrical failure, internet connections problems, and all data issues deemed to be under Client's exclusive control and responsibility including but not limited to: data input and output are outside the scope of this Attachment.

Maintenance for unsupported operating systems and/or hardware may be available to clients at an additional charge.

4.8 Issue port-mortem process. The issue post-mortem process at SpryPoint includes the following:

Action	Objective
Summary of what happened	• Which services and customers were affected? • How long and severe was the issue? • Who was involved in the response? • How was the issue resolved?
Root cause analysis	• What were the origins of failure? • Why do we think this happened?
Steps taken to diagnose, assess, and resolve	• What actions were taken? • Which were effective? • Which were detrimental?
Timeline of significant activity	Centralize key activities from monitoring tools, ticket management, issue details as well as internal and external communications.
Learning and next steps	• What went well? • What did not go well? • How do we prevent this issue from happening again?
Summarize findings	Circulate summary to affected clients upon request.

4.9 Support Hours. After-hours, on-call support is available when requested. This provides extra support when migrating, updating, or upgrading integrated line of business applications. After-hours, on-call support rates will be in accordance with the current Rate Card.

4.10 Holidays. Response to requests other than Severity Level 1 may be delayed up to 24 hours during mutual holidays observed by SpryPoint and Client as outlined below:

Holiday	Date (on or around)
New Year's Day*	January 1
Labour Day	First Monday in September
Christmas Day*	December 25

*If holiday falls on a weekend, it will be observed the following Monday.

5. Service Levels

Service Levels provide clarity around the commitments to deliver the Service and set expectations for both parties relative to the Client's business and the impact/role of the Service within the Client's business.

6. Exclusions, Exceptions and Limitations

This does not apply to any Service performance issues caused by factors; (i) outside of SpryPoint's reasonable control, including any force majeure event or Internet access or related issues beyond the demarcation point of SpryPoint; (ii) that result from Client's equipment software or other technology such as metering technology, payment and data processing services, networking technology and/or third-party equipment, software, integration services or other technology (other than third party equipment within our direct control); (iii) that result from any scheduled maintenance as provided for pursuant to this SLA; or (iv) arising from SpryPoint's suspension and termination of Customer's right to use Software.

6.1 Service Availability. SpryPoint will use commercially reasonable efforts to make our Services available with an uptime percentage of at least 99.5% within a given calendar month.

6.2 Service Credits. In the event of a failure by SpryPoint to meet the Service Availability and Issue Resolution Targets as defined in this SLA, as the Client's sole and exclusive remedy, at Client's request, SpryPoint will provide Service Credits in accordance with the following:

- First month of missed service availability or issue resolution target, SpryPoint and Client will meet to discuss possible corrective actions
- Second consecutive month: 10% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
- Third consecutive month: 20% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
- Fourth consecutive month: 30% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
- Fifth consecutive month: 40% of the Subscription Fee paid for the applicable month of the affected SpryPoint application

- Sixth consecutive month: 50% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
- More than six consecutive months: Within thirty (30) days of such failure Client shall have the option to terminate the entire Agreement and upon termination Client shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination becomes effective
- Service Credits shall be deducted from subsequent invoices for Subscription Fees, or upon the termination or expiration of the Agreement the Service Credits would be paid directly to the Client

7. Periodic Service Reviews

7.1 Open Tickets and Outstanding Issues. Such reviews are offered by SpryPoint upon client request and may be held either monthly or quarterly as agreed by both parties. Reviews are led by a member of the SpryPoint customer success team and commonly include:

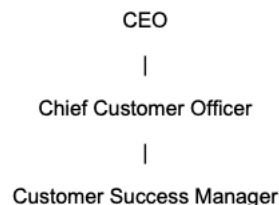
- Discussion and review of open or recently closed tickets
- Discussion and review of recent or forthcoming product releases

7.2 Service Level Performance. Such reviews will be held annually (or on a periodic basis as agreed by both parties). Either party may request the review. The review will be led by the customer success manager and shall include:

- Discussion and resolution of any issues that may arise under an SLA
- Service delivery since last review
- Major deviations from service targets
- Negotiate proposed changes to the SLA
- Resolve concerns about service delivery
- Discuss any staffing changes for SpryPoint or Client

The review mechanism shall include an escalation procedure under which any unresolved issues are escalated for immediate resolution. Disagreements shall initially be handled by means of the following escalation provision.

7.3 Escalation. In the unlikely event that a customer needs to escalate an issue beyond the customer success Analyst in charge, the following is the path of that escalation:



|
Senior Success Analyst
|
Success Analyst

If the Client is unable to get appropriate support from the assigned support analyst or senior support analyst, the client may escalate first to Shelley MacLeod, Customer Success Manager and then to Chris Scalia, Chief Customer Officer.

Contact information for the customer success Management team:

Shelley MacLeod
Customer Success Manager
Successsmacleod@sprypoint.com
Office: 902.510.1770
Mobile: 902.213.0950

Chris Scalia, CCO
Chief Customer Officer
cscalia@sprypoint.com
Office: (877) 879-7779 ext. 897
Mobile: (617) 290-7170

8. Release Management

SpryPoint provides application releases on a two-week interval.

The customer success team works with the product management team to create and distribute release notes to our clients. Our releases typically include new features and functionality as well as bug fixes.

Product releases:

- Release notes are sent to the primary contacts in the organization. However, anyone can be added to the distribution list.
- Release notes will be provided before deployment to your production environment.
- Releases are deployed after standard business hours and live in the system the next business day.
- New features and functions are disabled by default when deployed.
- Customer success is available to assist your team in determining if enabling a new feature is right for your organization.



Exhibit B – Implementation Statement of Work

*45 Queen Street
Charlottetown,
PE
C1A 4A4, Canada*

SpryPoint.com



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1. Introduction

This Statement of Work (SOW) is Exhibit B to the Master Subscription Agreement between the parties effective of even date herewith ("**MSA**") and is entered into per the Agreement Date by and between SpryPoint Services, Inc. (hereinafter "**SpryPoint**"), with principal offices in Charlottetown, PE, Canada, and City of Plymouth ("the **Client**" or the "**City**") with offices in Plymouth, MN, United States. Capitalized terms used herein and not defined herein are defined in the MSA. The MSA is incorporated herein by reference. The parties agree as follows:

Background Statements:

- **SpryPoint** will provide a range of software solutions and services to achieve a business solution that meets the identified Customer Information System (CIS) Solution ("**Solution**") requirements of the **Client** set forth in the requirements document that was submitted by SpryPoint as part of its Proposal (such requirements document is the "**Requirements Proposal Document**"). **Client** is open to new ways to achieve the same outcome but are not looking to go backward in functionality or efficiency.
- The Solution will be met through the Services which will encompass several **SpryPoint** products with Metabase included as a reporting and dashboard solution. The products include:
 - SpryCIS – Customer Information System
 - SpryMobile – Mobile Field Service
 - SpryEngage – Customer Engagement Portal
- The **Client** wishes to work together with **SpryPoint** for the implementation of the Services and **SpryPoint** agrees to provide such professional services and the Service(s) as agreed to in the terms provided herein.
- This Statement of Work provides the general detailed terms and provisions that govern the delivery of all professional services and/or deliverables to the **Client** by **SpryPoint**. Any subtasks that are not specifically described in this SOW but which are a reasonably inherent or necessary part of the professional services to implement, via the SpryPoint implementation methodology defined in Section 3.4, the SpryPoint Services for the scope stated in this SOW shall be deemed to be included within the scope of the professional services to be delivered for the fees as if such subtasks were specifically described in this SOW.

This document is one of several that constitute the Agreement. As such, if any discrepancy exists between the documents, the precedence shall be listed in the MSA. These documents help define the Project's scope and will guide its execution.



2. Project Principles

2.1. Guiding Principles

The Project will employ the following guiding principles throughout its operation and execution:

1. Standardize and align business operations to industry best practices where it makes sense for the City.
2. The Project will be based on a 'Solution-Based' approach rather than a 'System-based' approach focusing on high value processes and driving efficiencies.
3. The **Client** will empower designated Client Project team members knowledgeable on current state of operations to make decisions that will bind the **Client** in future state business process operations. However the parties agree that the Configuration phase of the Project will be an iterative process, where, based on Client's feedback, SpryPoint will make adjustments to the configuration to ensure the future state business processes agreed to during the Analysis phase and documented in the Analysis Report are met. Minor changes to such future state business processes will also be addressed during the Configuration and Test phase. Major changes to such future state business processes documented in the Analytics Report may require a Change Order. These designated team members will be represented in each workshop.
4. Leverage base application capabilities as much as possible and minimize **Client** specific customizations.
5. **SpryPoint** and the **Client** will operate as a unified team and partners in the execution of the Project.
6. There will be a focus and commitment to organizational change management and staff preparation and readiness throughout the Project.
7. Transparency of Project status and readiness will not be compromised regardless of desired outcome.
8. **SpryPoint** will lead the Project and keep consistent communication and transparency in the progress tracking of the Project as outlined in the Project Governance Section of this document.

3. Scope of Work

3.1. Scope

The functional and technical scope of the Project described in this SOW derives from a detailed analysis by SpryPoint of Client's provided documentation, including as reflected in the Requirements Proposal Document which is incorporated herein by reference, and product demonstrations with Client. Excluding mutually agreed to changes to the

functional and technical scope of the Project, SpryPoint acknowledges that Client has delivered or made available to SpryPoint all information and documents that SpryPoint has deemed necessary, as requested by SpryPoint, for SpryPoint to scope this SOW, including to scope the fixed fees, and to enter into and perform its obligations under this SOW in accordance with its terms. Except as mutually agreed by the Parties, SpryPoint will not be relieved of any of its obligations under this SOW nor will the fees or any other terms and conditions of this SOW be adjusted, as a result of SpryPoint's failure to review the materials or SpryPoint's failure to request any information or documents from Client.

3.2. General Terms

SpryPoint shall be responsible for providing the facilities, infrastructure, equipment, software, hardware and other tools necessary to perform all of its Professional Services obligations customarily incumbent and mutually understood by the Parties under the circumstances and except as set forth as a Client Responsibility in this Statement of Work or otherwise agreed or understood by the Parties as contemplated below.

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 SpryPoint, are collectively referred to herein as the "**Client Systems**." Client may provide access to or use of Client Systems as part of the Professional Services. SpryPoint shall: (a) take all reasonable precautions to protect the Client Systems against, loss, damage, theft or disappearance; (b) knowingly 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 SpryPoint 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 a Statement of Work; and (g) return all Client Systems upon completion of Professional Services or earlier if the Professional Services are terminated. The Parties agree that unless specifically agreed to in this Statement of Work, Client will not provide, and SpryPoint will not access, any Client Systems. Any access provided is on an AS IS basis unless otherwise stated in a Statement of Work. Subject to the terms and conditions of the Agreement, Client hereby grants SpryPoint a non-exclusive, non-sublicensable (except to permitted subcontractors), non-transferable, revocable, royalty-free right during this Statement of Work term to access and use the Client System for which access is provided to SpryPoint for the sole purpose of performing the applicable Professional Services under the Agreement. SpryPoint will install and maintain, at SpryPoint's expense, the equipment, infrastructure and services necessary for the network connectivity solution agreed to by the Parties for SpryPoint's service locations. Client's then-current network access requirements will be attached to each Statement of Work or provided to SpryPoint in advance.

SpryPoint shall provide, operate, support, maintain, and facilitate access to the tools that SpryPoint provides for implementation purposes only (i.e. not the Service) ("**Tools**"). SpryPoint will be responsible for costs of implementation of SpryPoint-side systems with

respect to the Tools. Any Tools to be implemented within Client's facility will be subject to Client's policies and processes on access or use by SpryPoint or its personnel. SpryPoint will terminate Client's access to the Tools at the end of the SOW and will delete all or return all Client Data in the Tools.

While at Client's premises, SpryPoint 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. SpryPoint personnel will clearly identify themselves as SpryPoint 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 Professional Services. SpryPoint will ensure that SpryPoint personnel are authorized to work in any country in which they are assigned to perform Professional Services.

Client will own the business processes, including future state business processes, created as a result of 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).

3.3. Project Schedule

The implementation of the **SpryPoint** Solution is expected to take approximately 13 months from Project Kickoff to Go Live, as illustrated in the graph set forth below (which is an example of how a timeline may be laid out). This expectation is contingent upon the understanding of the following assumptions:

- Both Parties have provided the required resources (for Client, per Section 4.3) to meet the needs of the Project's go live schedule.
- SpryPoint's go live date is contingent upon the completion of the Strada Workday go live.
- SpryPoint will deliver the initial Project Schedule by June 30, 2025. Based on that plan and the Workday implementation plan (due end of June, 2025), which Client will make available to SpryPoint, the parties will determine the Project Kick off date, which will be no earlier than 45 days after the date of delivery of SpryPoint's initial plan.
- SpryPoint will delay the start of the Project up to a maximum of 6 months from contract execution in the event Client requires a delay to the start of the Project, the Client will provide a minimum of forty-five (45) day's notice prior to the Project start date.
- The detailed Project Schedule shall be finalized during the Project Initiation stage and will include the timeline and "Critical Path Dates" which are "no later than"



dates that cannot be changed except by Change Order. Notwithstanding the foregoing, SpryPoint and Client agree to flex time, if required, to meet the timing of the implementation by Client of the Workday solution. The Project Schedule is a living document that governs certain details concerning the deployment of the SpryPoint Service. Once generated, the Project Schedule may be updated as mutually agreed by the parties and subject to the terms herein and reviewed by both parties. The Project Schedule is incorporated herein by reference. In the event of a conflict between the Project Schedule and this SOW with approved Change Orders, this SOW as modified by Change Order(s) shall govern.



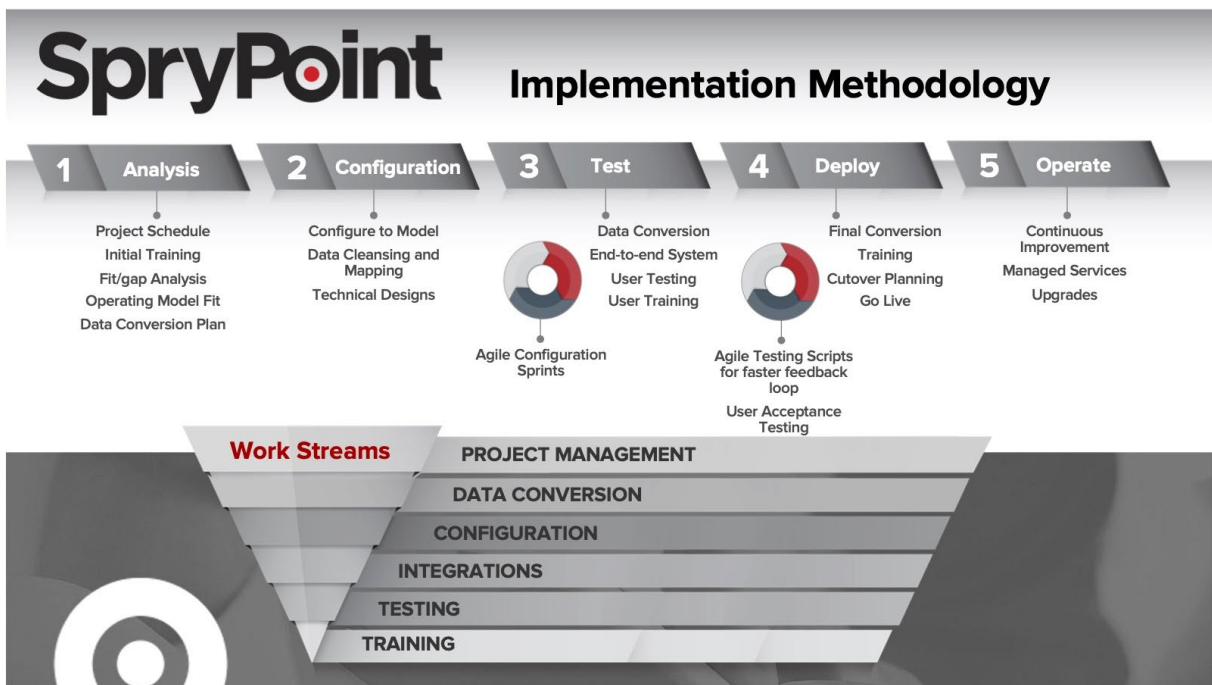


3.4. Overall Project Approach

SpryPoint shall use its implementation methodology, to deliver the **SpryPoint** Services, while reporting and delivering to the **Client** the requested deliverables and service levels in this SOW. **SpryPoint** will use its hybrid approach that brings together the best of the traditional Waterfall Methodology combined with iterative cycles to ensure successful completion. This hybrid approach encompasses Project Management tasks, Pre-Project Initiation tasks, and five (5) phases, as follows:

- Analysis
- Configure
- Test
- Deploy
- Operate

The Project scope assumes the **SpryPoint** Service will go live at the same time. If it is determined during implementation to split up the go live of one or multiple products, the Change Order Process will be engaged to outline any Project impacts.





3.5. Pre-Project Initiation

Before Project Initiation there are several pre-project activities the **Client** can choose to perform to prepare for the implementation. Completion of these activities is not mandatory to start the Project but will need to be completed in the early phases of the Project. Documentation to gather:

- ✓ Operating policies:
 - ✓ Any documentation on Standard Operating Procedures
 - ✓ Published rules/policies
 - ✓ Internal documentation – How To/Workflows, etc.
- ✓ Gather Lists of Information:
 - ✓ Customer Forms (online or printed)
 - ✓ Account Information
 - ✓ Property Types
 - ✓ Communications – letters (collections, budgets, payment plans, etc.)
 - ✓ Service Order Types
 - ✓ Credit Memos
 - ✓ Miscellaneous Charges
 - ✓ Billing Rates/details
 - ✓ Penalty and collection rules
 - ✓ GL codes used in CIS
 - ✓ Meter data (counts, types of meters, inventory, GIS information)
- ✓ Staffing and Roles:
 - ✓ Identify Subject Matter Experts
 - ✓ Grid of staff, roles, and responsibilities
 - ✓ Field Operation users that will need to be engaged with SpryMobile
- ✓ Bill Statement
 - ✓ Bill design, structure of content, changes from existing bill
 - ✓ Goals of redesign
 - ✓ Who needs to approve a new design?
 - ✓ Does the new design need to be approved by a committee? If so, how long does this process take
- ✓ Reporting
 - ✓ What reports do you have today?
 - ✓ Do you still use this report and what is it for?
 - ✓ Complete a Reports list
 - ✓ Collect report samples
- ✓ Data Migration
 - ✓ Prepare raw database dump of legacy CIS system
- ✓ Data Cleansing
 - ✓ Start to identify problem records (accounts, customers, premises)



- ✓ Start to identify duplicate records
- ✓ Identify problems with data that should be resolved
- ✓ Identify fields that are multipurpose

3.6. Project Initiation

Project Initiation describes the collaboration between the **Client** and **SpryPoint** to begin the Project. **SpryPoint** cannot start Project Initiation until the SOW and MSA have been fully executed and as per Section 3.3.

Project Initiation includes the preparation and mobilization of resources in accordance with the requirements defined in this SOW.

3.6.1. Project Initiation – Pre Project Kickoff

SpryPoint will mobilize the SpryPoint project team to ensure they have a strong understanding of the Client and the Project scope. Upon execution of this SOW and the MSA, **SpryPoint** will schedule a Pre Project-Kickoff Call with the **Client's** Project Manager to discuss next steps and to schedule the formal Project Kickoff meeting, as per Section 3.3. As part of this call **SpryPoint** and the **Client** will work on access to the Project Infrastructure and finalize the approach for file sharing. Upon completion of this meeting, the SpryPoint Project Manager will finalize the initial SpryPoint Project Schedule (which will include the Timeline and Key Project Dates) and deliver it to the **Client** for review and agreement.

3.6.2. Project Initiation – Project Kickoff

To get the Project officially underway **SpryPoint** will conduct a formal Project Kickoff meeting with the **Client** and the Client Core Team. Prior to the Project Kickoff meeting, the Agenda and presentation outline will be agreed by the Client. The purpose of the meeting is to level set on the Project goals and implementation approach for the **SpryPoint Service**. This will also allow the Core Team to ask any questions they may have for **SpryPoint**. The Client can record this session to share with other Project Team members and vendors as they are onboarded.

3.6.3. Project Initiation – Provision SFTP Site for Data Migration

SpryPoint will provision an SFTP site for Client Data transfer. **Client** to identify team members who will require access, these team members are the resource(s) responsible for completing the Client Data transfer.



3.6.4. Deploy Environments

SpryPoint will deploy environments as defined in the Exhibit A of the MSA – Initial SaaS Subscription Order Form. Upon deployment of the environments, **SpryPoint** will setup access for Core Team, so the **Client** can connect and validate that the environments are available and ready for use.

3.6.5. Project Initiation – Deliverables, Roles & Responsibilities

For this implementation to be successful, there are various levels of engagement that are required by team members on both the **Client** and **SpryPoint** teams. The RACI charts are designed to demonstrate who needs to perform work on each Project deliverable. The following key will be used for each RACI to explain the level of engagement required. For each phase, the RACI charts are as set forth below, and each party will perform their roles therein.

R= Responsible – Assigned to complete the task/I.e this person/role will have work to do;

A = Accountable – Has final decision-making authority and accountability for completion; this person/role will ensure the work gets done. They may or may not be doing work but need to make sure the work gets done;

C = Consulted – provides input into a task and/or consulted before a decision or action;

I = Informed - Must be informed after a decision or action.

Note: If there is an A assigned with no R for a party, the Accountable individual is also Responsible

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
PI 1	Mobilize SpryPoint Project Team	Identify and assign team members and introduce teams.	A	R	I					
PI 2	Mobilize Client Project Team	Identify and assign team members and introduce teams.				A	R	I	I	C
PI 3	Pre-Project Kickoff	Initial Project Managers Meeting to introduce people & outline next steps, schedule meetings, and start Project work.	A/R		I	R				I

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
PI 4	Prepare Project Infrastructure - SpryPoint	Send welcome information, setup shared drives and access.	A/R			C				
PI 4.5	Participate Project Infrastructure Prep - Client	Complete supporting activities, such as providing user details, validating connection to Project Infrastructure.	C			A/R				
PI 5	Initial Project Schedule	Update Project Schedule that will be used as baseline for Project.	A/R			C				
PI 6	Project Kickoff	Formal meeting to kick off the Project. This includes the following activities: - Meeting agenda - Meeting presentation	A/R	C	C	C	C	I	I	C
PI 7	Environment Setup	Provision environments per Exhibit A of the MSA and provide access for the Core Team.	A	R		C				
PI 8	Verify environments	Confirm list of initial access and confirm users can log in.	C			A/R	C/R			
PI 9	Analysis Workshop Schedule complete	The creation of the workshop schedule and invites sent.	A/R	C		R	C			
PI 10	SFTP Client Access Identification	Client to identify and provide contact details of team members who will require access.	C			A	R			
PI 11	SFTP Site Setup	Provision SFTP site for Client Data transfer.	A	R		C				

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
PI 12	Upload of Legacy Client Data to SFTP Site	Client to upload raw database dump of legacy CIS system Client Data to SFTP site	C	C		A	R			

Add Key: R= Responsible – Assigned to complete the task/I.e you will have work to do; A = Accountable – Has final decision-making authority and accountability for completion; this person will ensure the work gets done. He/she may or may not be doing work but needs to make sure the work gets done. C = Consulted – provides input into a task and/or consulted before a decision or action; I – Informed – Must be informed after a decision or action

3.7. Analysis

The purpose of the Analysis phase is to gather the specific information needed to complete configuration of the **SpryPoint** Service. This phase is also used to clarify any business requirements and processes and/or identify any gaps that may exist.

3.7.1. Analysis – Foundation Training

Before any analysis workshops begin **SpryPoint** will provide system training on demo data that allows the **Client** to understand how the out of the box solution handles business processes. This training also helps level set on SpryPoint terminology, and helps the **Client** make more informed decisions during the Analysis workshops. This training will not be role based, will not be specific to the Client's business processes and will not use **Client** Data.

It is a requirement that any **Client** personnel that will be participating in the Analysis workshops must participate in this training.

3.7.2. Analysis – Data Review

Before the workshops (in Project Initiation) the Client will provide SpryPoint with a copy of their Client Data as outlined in the Configuration - Data Migration section for analysis. This data analysis will provide insight into the Client and help identify focus areas during the discovery workshops.

3.7.3. Analysis – Workshop Questionnaires

At least 4 weeks before the scheduled workshops **SpryPoint** will prepopulate the questionnaires with our understanding based on all information gathered to date. The questionnaires will then be sent to the Client Core Team who will validate the information and update unanswered questions and/or provide more information and return the completed questionnaires to SpryPoint no less than two (2) weeks before the scheduled workshops, unless otherwise mutually agreed. These questionnaires are designed to help facilitate the workshops and identify areas of concern or where additional discovery may be required.

3.7.4. Analysis – Workshops

A **SpryPoint** team member will lead workshops involving appropriate **SpryPoint** project resources, and the **Client** business process experts to create an Analysis Report. These workshops and the resulting documentation will work to define the future business processes and identify any gaps between the desired future business processes/agreed proposal requirements scope in the Requirements Proposal Document and **SpryPoint** Functionality. SpryPoint will adhere to language submitted in their Proposal to ensure

requirements and functionality are aligned with Proposal answers and/or support the future state business processes.

SpryPoint and the **Client** will jointly identify and document the business processes. **SpryPoint** will provide draft copies of the Analysis Report and other documentation on an agreed upon timeframe per the Project Schedule for review and approval by **Client** to ensure accuracy of the information gathered.

Prior to the workshops **SpryPoint** will:

- ✓ Develop workshop schedule/agenda with input from the **Client**
- ✓ Prior to interviews, **SpryPoint** staff will familiarize themselves with the **Client's** legacy system and current business process as well as the Requirements Proposal Document using available material provided by the **Client**, personal interviews, and other such information as needed.

During this activity **SpryPoint** will:

- Conduct workshops to discuss possible organizational changes that may result from implementing the new system, and how to manage them.
- Conduct individual or group interviews to confirm current business processes, review standard configuration of the **SpryPoint** Service in relation to these processes, recommend process changes based on the best practices with the **SpryPoint** Service(s), and identify enhancements or configuration changes that are needed, or that could be mitigated by the adoption of recommended business practice changes. The following business processes will be reviewed.
 - Customer Service
 - Premises
 - Service Orders
 - Meters
 - Billing
 - Accounting, payments, collections (property tax certifications) and bankruptcy processes, including debt remaining at any premise and recovered through transfer of title
 - Penalties
 - Billing
 - Adjustments
 - Returned Payments/ fees
 - Customer Engagement
 - Customer Communications
 - SpryEngage
 - Self Service
 - Registration
 - Payments
 - Payment History



- Billing
 - Analytics
 - Forms
 - Password Resets
 - Requests
 - Profile Management
 - Help & FAQ
 - Administration
 - Campaigns & Alerts
 - Customer Relationship Management
- Mobile Field Service
 - Dispatching
 - Meter activities
 - Service Orders
 - Optimized Routing
 - Photos

During this sub-section of the Analysis phase, other workshop sessions may be identified and required to ensure all business needs are being met. There will be no additional cost for these workshops if SpryPoint or Client determines these sessions are required.

3.7.5. Analysis – Analysis Report

Upon completion of the Analysis workshops, **SpryPoint** will deliver to the **Client** an Analysis Report. This report will outline the findings of the workshops, how the SpryPoint Service will meet the future state business process and identify any gaps that may have been identified. The **Client** will be required to review and provide feedback on the report. **SpryPoint** will make updates to the report based on the **Client** feedback. Once all updates are completed the **Client** will be required to sign off on the **Analysis Report**. It should be noted that as decisions in the Project evolve this document will be updated with mutual agreement of the parties.

3.7.6. Analysis – Planning Documents

During the Analysis phase there are several documents that are created. To create these documents **SpryPoint** will meet with the appropriate **Client** team members.

- **Test Plan** – A document that outlines the testing strategy, types of testing, scope for each type, roles, responsibilities, timelines, defect management, quality metrics, entrance and exit criteria. As part of the test plan, testing success parameters will be agreed to with the **Client**. For example: it will include criteria like X % of residential accounts need to be checked or 100% of industrial accounts with no unexplainable discrepancies.

- **Training Plan** – A document that outlines the requirements for training including training strategy, approach (end user direct, delivery method (e.g. self-led/e-learning, instructor led). The training plan covers Core Team Training, and End User Training This includes a training matrix that can be used to plan End User training for the various user roles and courses. The **Client** will be responsible for matching training needs to individual End Users.
- **Security Plan** - Based on the workshops and interviews, **SpryPoint** will provide an out of the box security plan. In addition, **SpryPoint** provides base security roles. The **Client** will be responsible to match individual users to the security roles and assign roles to their users.
- **Report Plan** – A document that outlines the plan used to identify which reports are required, what tool will be used to create the report, and who is responsible to develop them.

3.7.7. Analysis – Organizational Change Management

The objective of organizational change management (OCM) in the Analysis phase is for the **SpryPoint** team to better understand the current state of the **Client**, assess the organizational culture and the capacity to change. During this phase **SpryPoint** will provide:

- OCM Overview Presentation/Discovery
- OCM Plan

3.7.8. Analysis – Data Migration

Data conversion is a critical part of every implementation project. During the Analysis Phase, workshop(s) will be held to define the following:

- Location of **Client** Data and access to **Client** Data
- Confirmation of records that require conversion (as defined below)
- What format the **Client** Data will be received in
- Data cleansing options
- Parameters for data checking/validation
- How Client Data will be mapped to the new data structure
- Reconciliation Reports List (what will be counted or balanced i.e. meters by type, accounts by type, financial balances)

This information will be gathered and documented in the Data Conversion Strategy document. Included in scope; Data conversion and migration will be limited to data from the existing CIS system



3.7.9. Analysis – Deliverables, Roles & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
A 1	Foundation Training	A product overview session(s) that are designed to provide the Client with a look at how the SpryPoint Service(s) work before the Analysis workshops	C	A/R		C	R			
A 2	Workshop Questionnaires	Document(s) with questions that will need to be answered by the Core Team and are used as part of the discovery workshop sessions. Note: The SpryPoint PM may determine these are not required for the Project	A	R						
A 3	Workshop Questionnaires	Provide answer in the questionnaires.				A	R			
A 4	Topic Specific Workshops	Workshop(s) will be completed to discuss the requirements in each area and identify any gaps. An agenda will be provided for each workshop.	R	A						
A 4.5	Data Migration Workshop	Workshop(s) held to establish Data Conversion Strategy	A	R		R	R			
A 5	Attend workshops	Client will ensure the correct subject matters experts are available and participate in workshops.				C	A			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
A 6	Analysis Report	A document that outlines the information gathered during the discovery. This document will outline any gaps identified during the workshops	R	A		C	C			I
A 7	Analysis Report Updates	Updates to the Analysis Report with any changes/feedback from the Client	R	A		C	R			
A 8	Analysis Report Review & Approval	The time required to for the Client to review the Analysis Report and provide feedback and/or approve the document	C	C		A	R			I
A 9	Test Plan	A document that outlines the testing strategy for the implementation, including Exit Criteria.	A	R		C	C			
A 10	Training Plan	A document that outlines the strategy for training the Client throughout the implementation.	A	R		C	C			
A 11	Data Conversion Strategy	A document that defines all the Client Data that will be converted. This document defines the details and plan for conversion throughout the implementation.	R	A		C	C			
A 12	Security Plan and Baseline Roles (out of box)	A document(s) that outlines the security access limits and the out of the box security roles and their purpose.	A	R		C	C			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
A 13	Security Plan Role Assignment	Updates to the document matching users to security roles.	C	C		R	A			
A 14	Report Plan	A document that outlines the plan used to identify which reports are required, what tool will be used to create the report, and who is responsible to develop them.	A	R		C	C			
A 15	OCM Presentation/Discovery & OCM Plan	Analysis Phase Organizational Change Management Activity and deliverable	A	R		R	R			
A 16	Organizational Change Management Plan	A document that outlines a strategy for Organizational Change Management.	A	R		C	R			

Key: R= Responsible – Assigned to complete the task/I.e you will have work to do; A = Accountable – Has final decision-making authority and accountability for completion; this person will ensure the work gets done. He/she may or may not be doing work but needs to make sure the work gets done. C = Consulted – provides input into a task and/or consulted before a decision or action; I – Informed – Must be informed after a decision or action

3.8. Configuration

The configuration phase is the period in the Project where the Project teams work to complete the initial “setup” of the **SpryPoint** Service(s) to meet the specific business process requirements of the **Client** as defined in the Analysis Report.

3.8.1. Configuration – Configuration Workbook & Workshops

To document and track the configuration, **SpryPoint** uses a Configuration Workbook (Workbook). To populate the Configuration Workbook an agreed upon schedule of configuration meetings are scheduled. While **SpryPoint** is accountable for maintaining the Configuration Workbook, the **Client** will be asked to be responsible to provide updates and input into the Configuration Workbook. The purpose of the Configuration Workbook is as follows:

- Provide a checklist of all required configuration settings
- Document configuration settings
- Show which configuration settings have been completed and where (i.e., Production Environment or Staging Environment)

At this point in the Project this will be referred to as the Initial Configuration. As **SpryPoint** works with the **Client** through the testing and data conversation activities, changes to configuration may be required. **SpryPoint** will be responsible for ensuring the configuration is updated with these changes.

3.8.2. Configuration – Bill Statement

SpryPoint uses an iterative approach to complete the bill statement configuration. It starts gathering initial requirements to determine the initial look and feel of the statement. This will be provided to the **Client** to provide some initial testing and feedback. Up to 2 more additional iterations will be completed to meet the **Client's** requirements, finalization for each iteration will only occur upon City approval. Delay of approval could have impacts to overall project Timeline.

As part of the bill statement design, consideration will be given to static content, variable content, informational messages, marketing message, inserts as well as bill consolidation for commercial accounts.

3.8.3. Configuration – Collections Letters (Property Tax Certifications)

SpryPoint uses an iterative approach to complete the collection letter configuration. It starts gathering initial requirements to determine the initial look and feel of the collection

letter(s). This will be provided to the **Client** to provide some initial testing and feedback. Up to 2 more additional iterations will be completed to meet the **Client's** requirements, finalization for each iteration will only occur upon City approval. Delay of approval could have impacts to overall project Timeline.

Note a set of collection letters includes the letters to support the steps of the collection process. For example, if the collection process may have 3 steps that requires documents to be created (1- Late Notice; 2- Delinquent Notice; 3 – Disconnect/Cut-off Notice) all three letters would be included in the scope.

3.8.4. Configuration – Miscellaneous Letters & Other Items

Other items required to be configured during this phase are:

- **Service Orders - SpryPoint** will gather requirements for developing **Client's** Service Order processes including service types.
- **Miscellaneous Letters & Templates** – Report deliverables (letters) will be created by **SpryPoint** with respect to the **Client** logo, contact information, return address and text. The **Client** will supply the logo, contact information, return address, and text to **SpryPoint** for development of the letters. Some examples include, but is not limited to:
 - Welcome Letter
 - Returned Check Fee Letter
 - Payment Arrangement Agreement Letter

SpryPoint has included in scope budget to build up to 15 letter templates and will train the Client in building letter or postcard templates. If additional letters are required, the Change Order Process may be engaged or the Client will be assisted to build the additional letter(s), provided no development effort is required to create the letter(s).

3.8.5. Configuration – Data Migration

SpryPoint uses an Agile project approach during the data migration process. **SpryPoint** will be responsible for the assistance of transformation and load of the Client Data from the **Client's** current systems to **SpryPoint** Service. It should be noted that while **SpryPoint** is responsible for the transformation and loading of Client Data, the **Client** must provide user(s) who understand how the **Client** currently uses the legacy system and to complete Client Data extraction and support transformation activities.

3.8.5.1. Data Mapping

Before Client Data can be extracted from the legacy system or imported into the various **SpryPoint** Service(s), a data mapping document must be completed. **SpryPoint** will

provide a document outlining all the data points that need to be mapped. The **Client** will be required to work with **SpryPoint** to ensure understanding of how Client Data is used in the legacy system.

Agreed Time

SpryPoint will convert 3 full calendar years plus the number of months to go live of historical Client Data records into SpryCIS. **SpryPoint** will archive any **Client** Data older than 3 calendar years in an S3 bucket in flat CSV files which forms part of the SpryPoint Service(s), easily accessible through SpryCIS Data Archive Store.

The following table provides specific details of the objects to be converted, where the “agreed time range” is 3 full calendar years, plus the number of months to go live of historical Client Data records.

SpryCIS Objects to Convert

Object	Details
Customers	Active customers, and inactive customers with balances, and inactive customers who have been active within the agreed time range. This includes customers in active landlord tenant relationships. This also includes customer addresses, and corresponding contact information.
Premises	All active premises in the agreed time range.
Accounts	Active accounts only within the time range and inactive accounts with a balance and inactive accounts that have historical activity and/or have been closed in the agreed time range.
Bill Delivery Method	The method/medium used for bill delivery in the agreed time range.
Meters	All active meters within the agreed time range, regardless of account status.
Service Points	Active service points within the agreed time range.



Meter Readings	For all converted meters per the agreed time range.
AR Balance	All active account balances within agreed time range.
Service Orders	All active and completed service orders within the agreed time range.
Bill History	Includes transactional data for any active accounts, inactive accounts with historical transactions within the agreed time range.
Deposits	If applicable, active deposit values will be converted within the agreed time range.
Equipment	All active equipment including meter change out history within the agreed time range.
Remotes	All active meters within the agreed time range, regardless of account status (if applicable).
Notes & Comments	Notes & Comments for applicable converted records within the agreed time range.
Historical Bill PDF's	Convert 12 months of historical bill pdfs, if can be provided by Client in the required format
Attachments	Conversion of pdfs, word documents, or image attachments on Accounts, Customers and Premises will be considered as part of scope if they can be provided from the legacy system within the agreed time range.

Note: Converted transactional data will be present for informational purposes and will not be actionable. i.e. users will not be able to complete processes such as cancel rebill, adjustments, etc. on these records. Instead, if changes are required it will need to occur via manual adjustments.

Scope assumes Client Data is coming from one data source.

The following items will not be converted:



Rate history table/historical rates

Additional history can be brought into the SpryCIS Archive Data Store. The SpryCIS Archive Data Store allows for inquiry and retrieval of historical, non-editable transactional data within the SpryCIS Service.

3.8.5.2. Data Migration, Iterations & Refreshes

SpryPoint will design, develop, and create validation processes (For example: accounts receivable balances, meter reads, consumption, record counts, etc.). The **Client** is responsible for all data extraction activities from the legacy system.

The process starts with extracting and importing core data elements, and then with each conversion iteration, additional data elements will be added. After each conversion iteration, data validation reports will be provided to the **Client** to review and sign off on. During the conversion process **Client** will extract the mapped Client Data from the **Client's** legacy system and **SpryPoint** will import the Client Data into the **SpryPoint** Service(s). In addition to this the **Client** is expected to complete the Data Acceptance Testing. **SpryPoint** will run the data conversion programs and provide reports to assist the **Client** with data quality validation – for example reconciliation reports (extracted = loaded).

The scope of this implementation includes an estimated 4 major data iterations. Each major iteration has a defined purpose and data requirements to meet that goal. In some instances, it may be required to complete multiple conversions to meet the goals and purpose of the major iteration.

To ensure Project efficiencies, the **SpryPoint** Project Manager will determine based on the Project Schedule and Project needs if additional conversions are required and timing of those conversions, to ensure the data is correct to support a successful go live. Depending on the reason for additional data conversions, the Change Order Process may be engaged.

Note: If it is mutually agreed to by both parties the decision can be made to proceed with the next data iteration if one of the activities is not completed.

3.8.5.3. Summary of Data Iterations

The following Table provides a summary of the data iterations. Specific details on each iteration can be found in the sections that follow.

Data Iteration	Iteration Goals	Max number of Conversions
1	Convert master records to allow for baseline testing	2



2	Converts transactional data	3
3	Supports User Acceptance Testing activities & bill validation	2
4	Supports go live	1
TOTAL		8

3.8.5.4. Iteration 1

This is the initial data extraction and as a result is the first test of the data mapping. When this iteration of data is completed, users will be able:

- Review **Client** Data in the respective **SpryPoint** Service(s) on the following record types:
 - Accounts
 - Customers
 - Premises
 - Services
 - Service Points
 - Meters
 - Service Agreements
 - Billing Agreements
 - Meter Reads
- Complete Data Acceptance Testing.
- Create bills, install meters, create billing & service agreements, and transitions.

3.8.5.5. Iteration 2

The goal of this iteration is to fix issues found during Iteration 1 and any additional record types required to start bill validation testing and other product testing. The following activities are targeted to be completed before Iteration 2 can be completed:

- Completion of Iteration 1 data conversion and Data Acceptance Testing
- Completion of data cleansing activities identified in Iteration 1
- Completed configuration adjustments identified

Upon the completion of Iteration 2, the **Client** will be able to see and review:

- **Client** Data in the **SpryPoint** Service(s) to include:
 - Updated records from Iteration 1
 - Transaction history
 - Deposit records
- Complete Data Acceptance Testing
- Complete bill validation testing



3.8.5.6. Iteration 3

The goal of Iteration 3 is to fix issues identified in the previous iteration and convert any remaining records identified in the Data Mapping Document that have not been converted yet.

To complete Iteration 3, the following prerequisites are targeted to be completed:

- Completion of Iteration 2 data conversion and Data Acceptance Testing
- Completion of data cleansing activities identified in Iterations 1 & 2
- Completion of configuration adjustments identified throughout testing

Upon completion of Iteration 3, the **Client** will be able to:

- Address any edge cases or record types that have not been previously completed
- Complete User Acceptance Testing
- Complete Mock Go Live between Iteration 3 and 4

3.8.5.7. Iteration 4

The goal of Iteration 4 is to support Go-Live.

In between data iterations, one or multiple data refreshes may be completed. Data refreshes can be requested by any Project team member but the final decision maker of whether to complete the refresh is the **SpryPoint** Project Manager. A data refresh is defined as the rerunning of the conversion processes using more recently extracted data. Another key tenet of a data refresh is that extract routine, conversion script, and/or, mapping changes will be minimal in comparison to a full iteration. A minor change is defined as script change that takes less than 1 hour to fix, such as fixing a mapping to support an edge case; adding handling for meter switches; changing rate mapping.

3.8.5.8. Data Cleansing

During the data migration process there will be requirements to clean up Client Data, this will be referred to as data cleansing. There will be several methods used to complete this cleansing activity. The main ones are:

- Correct during the extraction – In some instances it is easiest to correct the data using scripting on the export from legacy system.
- Correct during the import process – In some instances it is easiest to correct the data using scripting on the import into the **SpryPoint** Service(s).
- Manual correction in legacy system– In some instances, the **Client** will be asked to correct the data in the legacy system.
- Correction in **SpryPoint** Service(s) – In some instances, the **Client** and/or **SpryPoint** Implementation Specialist will be asked to correct the data in the **SpryPoint** Service(s). This may be completed manually or by scripting.

SpryPoint will work with the **Client** to decide the best approach on how data cleansing will be conducted and which of the above methods will be used or if an alternative method is required. **SpryPoint** and the **Client** will work together to come to a mutually agreed decision that is in the best interest of the Project.

3.8.5.9. Data Acceptance Testing

After each data migration iteration, **SpryPoint** will provide data validation reports that will outline what data has been converted, control totals and areas of concern, areas where data cleansing may need to occur or any other data abnormalities.

The **Client** will be required to review these reports with **SpryPoint**. In addition, the **Client** will be required to complete Data Acceptance Testing. **SpryPoint** will provide checklists to use as guides for Data Acceptance Testing. The **Client** is required to review and validate data for all records as outlined in the data conversion plan.

3.8.6. Configuration – Integrations & Enhancements

During the configuration phase, integration documents will be created for each interface and enhancement that are included in the Project. These documents will include more specific details of each interface or enhancement. The document(s) will be provided to the **Client** to review and provide feedback and acceptance. During this process each identified interface, and/or enhancement will be identified as required for Go-Live or not. This information will be used to help prioritize the delivery of this work.

3.8.6.1. Interfaces

During the contracting process interfaces were identified and a high-level description of the functionality has been outlined in this document. To see a complete list of Interfaces and their description included in the scope of the Project please see section 5.1 Interfaces.

If interfaces, not listed in this document, are identified or requested, they will be deemed out of scope and the Change Order Process will be initiated.

3.8.6.2. Enhancements

During the contracting process in scope product enhancements were identified and a high-level description of the functionality has been outlined in this document. To see a complete list of Enhancements included in scope of this project please see section 5.2 Enhancements.

If enhancements, not listed in this document, are identified or requested, they will be deemed out of scope and the Change Order Process will be initiated.

3.8.7. Configuration – Core Team Training

To assist with the **Client's** Core Team members understanding of the **SpryPoint** Service(s) **SpryPoint** will provide Core Team Training. This training is designed to give the Core Team members a full understanding of how to use the **SpryPoint** Service(s). **SpryPoint** will provide the **Client** copies of the training presentations and student workbooks. During the training, activities and assessments will be completed to help reinforce key concepts. Training material during Core Team training will be based on the out of the box system functionality and may include functionality that is not applicable to you, however the purpose of the training is to help the Core Team understand how the system might work for **Client** specific business processes. Client may retain the training materials throughout the MSA term for use of the Service(s) and may copy them and use excerpts in other documentation internally for training purposes.

3.8.8. Configuration – Reports & Dashboards

During configuration, **SpryPoint** will deploy the library of core reports and dashboards. As part of the scope of this Project **SpryPoint** will review the function of the core reports and dashboards with the **Client**. In addition, **SpryPoint** will provide training to the identified **Client** resources on how to use the reporting tool (Metabase) to build or modify reports and dashboards.

If it is determined that the **Client** wants **SpryPoint** to build additional reports and dashboards and/or modify core reports and dashboards the Change Order Process will be engaged.

During implementation, up to 80 hours of custom reports & dashboards development will be provided to the **Client**, along with 8 hours of training on how to build reports in Metabase for no additional fee.

3.8.9. Configuration – Organizational Change Management

The objective of OCM in the Configuration phase is to drive change results. Activities will include effective communication strategies, execution of action plans, tracking and evaluation, and formation of strong and effective team structures to achieve project success. The activities and deliverables included in delivering the change include:

The following Organizational Change Management activities will be completed to support the Client and their users with the change that occurs during the implementation:

Risk Assessment

Measures the characteristics of the change and the attributes of the impacted organization to better understand the unique risks of the change. Changes that are more

dramatic and farther reaching in the organization have a higher risk. Likewise, organizations and groups with histories and cultures that resist change face higher risk. Understanding these characteristics, attributes, and risks helps to scale the change management plans accordingly.

Sponsor Assessment

The Sponsor Assessment measures the people management chain of all the impacted groups in terms of their position relative to the change and their change management competency. The resulting sponsor coalition describes the leaders and managers who need to be on board and actively engaged in leading the change. The primary sponsor is the person who authorizes and champions the change. This person must be actively and visibly engaged in the change throughout the project. They also have a part in building a coalition of sponsors across the organization. Each member of the sponsor coalition has the responsibility to build support and communicate the change with their respective audiences.

P-P-P-P Exercise

This exercise assists the organization in connecting change management to business results by documenting the Project, Purpose, Particulars, and People. If the people impacted by the project do not support and engage in the change, then the particulars of that change are not realized. If these particulars are not achieved, then the purpose will not be achieved, and the business results are not met.

Sponsor Interview

The Sponsor Interview contains a list of questions that stakeholders may have about the project, and which can provide basic information about the project to stakeholders to create awareness and desire, the first two elements of the ADKAR® Model of individual change. Prosci® recommends that Primary Sponsors provide answers to these questions, which can then be repurposed throughout the project to reinforce key messaging concepts. These questions can also provide value for other tasks such as identifying stakeholders and defining project risk.

Group Impact Assessment

The Group Impact Assessment measure the degree of anticipated changes to each of the groups impacted it terms of the follow 10 aspects of change.

- **Processes:** The actions or steps taken to achieve a defined end or outcome.
- **Systems:** A combination of people and automated applications organized to meet a set of objectives.



- **Tools:** An item or implement used for a specific purpose; can be a physical object such as a mechanical tool or a technical object such as a web authoring tool or software program.
- **Job Roles:** A physical geographical place that provides facilities for a stated purpose.
- **Critical Behaviors:** Vital or essential response of an individual or group to an action, environment, person, or stimulus.
- **Mindset/Attitudes/Beliefs:** A mental inclination, disposition or frame of mind reflected in behaviors.
- **Reporting Structure:** The authority relationships in a company or organization; who reports to whom.
- **Performance Reviews:** The process and indicators of how performance is measured and assessed relative to objectives.
- **Compensation:** The amount of the monetary and non-monetary pay provided in return for work performed.
- **Location:** A physical geographical place that provides facilities for a stated purpose.

Not all groups will be impacted the same. Understanding the impacts relative to each impacted groups helps to scale the change management plans accordingly.

OCM Scope and Goals Summary

This document summarizes the scope and goals of the anticipated changes and provides a consolidate source for information that can be communicated as needed to the organization.

OCM Strategy Presentation

This presentation summarizes the analysis findings, documents key takeaways, and recommends next steps for the organization.

Customer Bill Statement Communication Plan

This plan provides the organization with the tools to create an effective communication plan with their customers to ensure a smooth and successful rollout of the new billing system to their customers, minimizing billing disruptions and providing necessary support throughout the transition. This document will also provide best practices from other implementations on the tools to be used and the information to be imparted to customers.

3.8.10. Configuration – Security & Roles

Based on the security plan, the **Client** will be responsible to assign security roles to users of the Service. The **Client** can either use the out of the box security roles or they can create their own. When new functionality is released, **SpryPoint** is responsible to update the out of the box security roles only. If the **Client** has created their own custom security roles, they will be responsible to update any security related to new features to the affected roles. The **SpryPoint** Project Manager will work with the **Client** to ensure release notes are shared when required or applicable.

As part of the Project implementation SpryPoint will show the Client how to assign existing roles to individuals and how to create new roles.



3.8.11. Configuration – Deliverables, Roles & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
C 1	Configuration Workshops	Workshops that are held on an agreed upon schedule to determine the initial configuration requirements.	R	A		C	R			
C 2	Configuration Workbook Completed	The Configuration Workbook is filled out for the initial round of configuration.	R	A						
C 3	Configuration Workbook Assignments & Homework	Provide required inputs & information for completion of the Configuration Workbook				C	A/R			
C 4	System Configuration(s)	The process to complete configuration in the Service(s) Environments.	A	R						
C 5	Participate in Configuration Sessions	Be engaged in configuration sessions to answer questions and understand how configuration is performed				C	R			
C 6A	Integration & Enhancement Document(s)	For any in scope Integrations and Enhancements documentation will be provided to outline details and information on the feature. One document will be created for each identified integration/interface.	A	R		C	C			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
C 6B	Integration & Enhancement Configuration	Configuration of Integrations & Enhancements, ready for client review & testing.	A	R						
C 7	Bill Statements & Collection Letters	Configuration of Bill Statements & Collection Letters	A	R		C	C			
C 8	Core Team Training	Full system training provided to the Client's Core Team members per the training plan that ensures the Core Team understands how the SpryPoint Service(s) works.		A/R						
C 9	Participate in Core Team Training	Client's Core Team will participate in the scheduled training sessions				A	R			
C 10	Data Mapping Document	A spreadsheet that maps each field being converted from the legacy system to a field in an appropriate in scope SpryPoint Service.	R	A		C	C			
C 11	Data Extraction from legacy system	The activities required to get data out of the Client's legacy system.	C	C		A	R			
C 12	Data Import into SpryPoint Service(s)	The activities required to bring data into the SpryPoint Service (s).	R	A		C	C			
C 13	Data Conversion Results Report	The report(s) that is generated after the data conversion round is completed.	R	A		C	C			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
C 14	Data Conversion Results Review	A meeting(s) to discuss the data conversion results and answer any questions, issues or concerns.	R	A		C	R			
C 15	Data Acceptance Checklist Template	A template that outlines the recommended data element that should be tested	A	R						
C 16	Data Acceptance Checklist Template Population	Population of specific data elements to be tested during Data Acceptance Testing into the Data Acceptance Checklist.				A	R			
C 17	Data Acceptance Testing	Testing that is completed by the Client to check and validate the data that has been converted.				R	A			
C 18	Data Acceptance Testing Support	Answer questions and provide guidance during Data Acceptance Testing	A	R						
C 19	Identify data issues	Identification and documentation of data issues found during Data Acceptance Testing, documented in the Data Conversion Issue Reporting and Resolution sheet (including which party is responsible for data cleansing activities)	C	C		A	R			
C 20	Data Cleansing Decisions	Make decisions on the best way to resolved data issues ** see Data Cleansing Section above.	A	R		C	C			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
C 21	Complete Data Cleansing Activities - SpryPoint	Complete data cleansing activities	A	R		C	C			
C 22	Completed Data Cleansing Activities – Client	Complete data cleansing activities	C	C		A	R			
C 23	Reports & Dashboards	Build/Configure reports and dashboard as determined by the Report Plan. Metabase training delivered.	R	A		C	R			
C 24	Security Configuration	The process of assigning users to security roles.		C		A	R			
C 25	System Ready for Testing	Initial system configuration completed and system ready for testing.	A	R		C	C			
C 26	Communications Document Updates	Complete any updates to the internal and external communication document and/or the strategy document.	A	R		R	R			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
C 27	OCM Assessments	Complete the following OCM deliverables: - Risk Assessment - Sponsor Assessment - P-P-P-P Exercise - Sponsor Interview - Group Impact Assessment	A	R		R	R			
C 28	OCM Scope, Goals, and Strategy	Complete the following deliverables: - OCM Scope and Goals Summary - OCM Strategy Presentation - Customer Bill Statement Communication Plan	A	R		R	R			

Key: R= Responsible – Assigned to complete the task each party to the SOW will have to do; A = Accountable – Has final decision-making authority and accountability for completion; this person will ensure the work gets done. He/she may or may not be doing work but needs to make sure the work gets done. C = Consulted – provides input into a task and/or consulted before a decision or action; I – Informed – Must be informed after a decision or action

3.9. Test

The Test phase's primary focus is on testing and training. This phase is the key to mitigating risk and gaining user confidence in the new business processes. This is accomplished through **SpryPoint's** systematic and thorough testing and training. **SpryPoint's** iterative testing methodology adds a layer of thoroughness at each step, building on the success of the previous steps. It is important that the **Client** spends time testing their business processes in the **SpryPoint** Service(s) to ensure all business needs are met. Any Defects found during Testing (including for integrations and enhancements) will be assessed and resolved by SpryPoint 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 Section 3.12.4.

3.9.1. Test – Summary of Test Rounds

The following Table provides a summary of the Test rounds. Specific details on each category can be found in the sections that follow.

Testing Type	Max number of Test Rounds
Functional Testing	2
Integration Testing	1
User Acceptance Testing	1
Bill Validation Testing	2
Total	6

3.9.2. Test – Test Scripts

A Test Script is a document that outlines an element or scenario to be completed during a specific test cycle (feature, function, interface, etc.). Each Test Script must meet the following requirements:

- Uniquely numbered and named
- Identifies the functional/business domain recommended to be tested
- Describes the testing purpose
- Specifies the environment to be used
- Outlines any dependencies

SpryPoint will use Test Rail, a test case management Tool, for distributing and managing the Test Scripts and the various rounds of testing that occurs during Functional, Integration, Bill Validation and User Acceptance Testing. The Issues Log will be used to track open testing issues.

SpryPoint will provide out of the box Test Scripts based on the standard desired future state business processes (including off cycle billing/final billing), via Test Rail. The **Client** will be given access to Test Rail and will be responsible to work with **SpryPoint** to modifying Test Scripts (in Test Rail) to meet their custom needs and identify edge cases.

In scope: SpryPoint will deliver test scripts to support:

- Functional Testing
 - **SpryPoint** will provide out of the box test scripts based on the defined future state business processes that includes Client enhancements.
 - The **Client** will be responsible for modifying test scripts to meet their custom needs or for additional edge cases.
- Integration Testing
 - **SpryPoint** will provide out of the box test scripts based on the defined future state business processes that includes Client enhancements.
 - The **Client** will be responsible for modifying test scripts to meet their custom needs or for additional edge cases.
- User Acceptance Testing
 - **SpryPoint** will provide out of the box test scripts based on the defined future state business processes that includes Client enhancements. The **Client** will be responsible for modifying test scripts to meet their custom needs or for additional edge cases.

3.9.3. Test – Functional Testing

The main purpose of the Functional Testing step is to establish that decisions made during the configuration phase of the Project will be in line with **Client's** business requirements (including testing of enhancements). Functional Testing utilizes scenarios based on industry best practices. To facilitate functional testing, **SpryPoint** and the **Client** will test scenarios, broken into two categories:

- **Primary Scenarios** - These scenarios involve functionality relating to the core business processes and are the most common end-user functionality, such as move-ins, move-outs, billing, billing adjustments and collections.
- **Secondary Scenarios** - These scenarios involve testing a broader spectrum of functionality designed to test unique, **Client**-specific functionality and infrequent or less common processes.

In scope for this Project will be a maximum of 2 testing iterations for Functional Testing.

Note: Exact timing of testing cycles may need to be adjusted based on various factors such as number of Client resources, types of issues, etc.

3.9.4. Test – Integration Testing

Integration Testing will focus on these five main areas:

- Core integrated testing which tests major batch processes;
- Financial scenarios which focus on validating financial transactions;
- Integrated testing scenarios inclusive of primary and secondary scenarios;
- Unit (Singular) testing of interfaces and enhancement(s);
- Unit testing reports and bill prints.

SpryPoint is responsible to complete initial testing of integrations to ensure they meet the requirements as outlined in the integration requirements document(s). It is recommended that the **Client** complete their own testing of the integrations.

Included in the scope of this Project is 1 round of Integration Testing to verify agreed future state business processes.

3.9.5. Bill Validation Testing

The purpose of the billing comparison process is to replicate a full billing cycle for all accounts in both the legacy system and SpryCIS and compare the results on each account. The end goal is to identify any billing anomalies, to correct issues with setup or conversion, and to document acceptable differences.

The billing comparison is an iterative process throughout the implementation to ensure bills are calculated correctly. The scope of the Project includes 2 iterations of each billing validation. The first iteration will likely identify configuration or data issues that need to be corrected. After those issues are corrected the billing comparison will be run again up to 1 more time to ensure billing accuracy. Billing comparison will be deemed acceptable when there is a 97% or higher billing match with no unknown reasons for differences. After each round of bill comparisons, a document is created that is shared with the Client to show the results. While SpryPoint is responsible to complete this testing, the Client will be required to help review and resolve issues. Results of each Bill Validation Testing Iteration will need to be signed off by the Client.

To complete Bill Validation Testing the Client must have the ability to provide an extract of the billing data from their legacy system in the form of a comma-separated file or spreadsheet from their legacy system at any given time. This data will need to include, at a minimum:

- Legacy Account Number
- Service Period Dates, start and end date
- Consumption by service

- Billing Cycle
- Bill Amount
- Budget Amount (if applicable)
- Bill amount by Service (if possible)
- Breakdown by flat charge vs. consumption, consumption charges by tiers (if possible)

With each round of bill validation testing the following deliverables will be completed:

- **SpryPoint** will execute the bill validation testing and provide reports to the **Client**
- The **Client** will review issues and work with **SpryPoint** to resolve them
- **Client** will sign off on each round of bill validation testing

3.9.6. Test – User Acceptance Testing

User Acceptance Testing cannot be deemed completed or accepted until all objects including but not limited to configuration, data migration, reports, modifications, interfaces, enhancements, business processes and user security are completed and ready for Go-Live.

Note: In some cases, there may be a reason why an item may not be available during User Acceptance Testing. If this occurs this item(s) needs to be documented with a future plan to validate the item(s). If this occurs, SpryPoint and the Client will work together to document a mutually agreed to future plan to validate the item(s).

During User Acceptance Testing the **Client** will be accountable to complete any required testing, however, the **SpryPoint** team will be available to answer questions and help resolve any questions, issues, or concerns via phone, email, text or other means in a timely manner. **SpryPoint** will test all processes related to the read-only follower database during User Acceptance Testing.

The **Client's** identified testers will complete the test cases as defined in the approved Test Script list and agree to complete testing to meet the parameters defined in the test plan. If tests fail, **SpryPoint** resources will be available to help and answer questions and/or work with the customer to fix the issues in a timely manner. Once **SpryPoint** has deemed the issue fixed, the **Client** will be required to retest.

In scope for this Project will be a maximum of 1 testing iterations of User Acceptance Testing (UAT).

Note: Exact timing of testing cycles may need to be adjusted based on various factors such as number of Client resources, types of issues, etc.

For each round of User Acceptance Testing the following activities will occur:

- **Client** executes Test Scripts
- **SpryPoint** provides support to Client testers



The UAT will be completed once the Exit Criteria as detailed in the Test Plan is met or exceptions agreed by the Client. **SpryPoint** will produce a UAT Exit Summary report highlighting the number of test cases planned and executed, number of Defects raised, resolved and open (carried over to next testing phase). The **Client** signoff of this report will signify the end of this testing phase.

3.9.7. Test – Client Driven Solution

To validate and ensure Client Go Live Readiness, the Client will be required to assemble a group of users to demonstrate, to SpryPoint, their use and knowledge of the end-to-end solution and future state business processes. Note: A Client will not be deemed ready for go live without completing an acceptable Client Driven Walkthrough.

3.9.8. Test – Deliverables, Roles & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
T 1	Tester Training	Training provided to any non-Core Team users that will be involved in testing activities.	R	A						
T 2	Participate in Tester Training	Participate in tester training				A	R			
T 3	Data Refreshes	An updated data conversion iteration that is used to support testing.	R	A		C				
T 4	Provide Test Scripts	Provide out of box Test Scripts based on standard business processes.	A	R		C	C			
T 5	Update Test Scripts	Activities required to update out of box Test Scripts to match Client's future state and edge cases	C	C		A	R			
T 6	Execute Bill Validation Testing	Activities required to complete a round of bill validation testing	R	A		R	R			
T 7	Bill Validation – Issue Corrections	Correction of issues found during bill validation. This could be in the form of changes to configuration, training for Client , development, etc.	R	A		R	R			
T 8	Bill Validation Testing Acceptance	A sign off provided by the Client that represents acknowledgment that the Client has reviewed the testing results	C	C		A	R			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		and approves the results of the testing round								
T 9	Execute Integration Testing	Activities required to complete a round of integration testing	A	R		R	R			
T 10	Integration Testing – Issue Resolution	Correction of issues found during integration testing. This could be in the form of changes to configuration, training for Client , development, etc.	A	R		C	C			
T 11	Integration Testing Signoff	A sign off provided by the Client that represents acknowledgment that the Client has review the testing results and approves the results of the testing round	C	C		A	R			
T 12	Execute Functional Testing	Activities required to complete a round of functional testing. Functional Testing will include testing of any/all enhancements.	A	R		R	R			
T 13	Functional Testing – Issue Identification	Identification of issues found during functional testing. This could be in the form of changes to configuration, training for Client , development, etc. and will be documented in the Issues Log.	A	R		R	R			
T 14	Functional Testing – Issue Resolution - SpryPoint	Resolve issues identified in testing.	A	R		C	C			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
T 15	Functional Testing – Issue Resolution - Client	Resolve issues identified in testing.				A	R			
T 16	Functional Testing Signoff	A sign off provided by the Client that represents acknowledgment that the Client has reviewed the testing results and approves the results of the testing round.	C	C		A	R			
T 17	Execute User Acceptance Testing	Final testing performed by the Client Key Users and any identified testers prior to system sign-off. Security, Modifications and Reports testing will be performed as part of UAT.	C	C		A	A	R		
T 18	User Acceptance Testing – Issue Identification	Identification of issues found during User Acceptance Testing. This could be in the form of changes to configuration, training for the Client , development, etc. and will be documented in the Issues Log.	A	R		R	R	R		
T 19	User Acceptance Testing – Issue Resolution - SpryPoint	Resolve issues identified in testing.	A	R		C	C			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
T 20	User Acceptance Testing – Issue Resolution - Client	Resolve issues identified in testing.	C	C		A	R			
T 21	User Acceptance Testing Signoff	A sign off provided by the Client that represents acknowledgment that the Client has completed User Acceptance Testing and approves the results of the testing	C	C		A	R	R		

R= Responsible – Assigned to complete the task/I.e you will have work to do; A = Accountable – Has final decision-making authority and accountability for completion; this person will ensure the work gets done. He/she may or may not be doing work but needs to make sure the work gets done. C = Consulted – provides input into a task and/or consulted before a decision or action; I – Informed – Must be informed after a decision or action



3.10. Deploy

The Deploy phase is the point at which the **Client** and **SpryPoint** decide whether all critical pieces are in place to turn the system over to production. This phase includes a production readiness evaluation, cutover planning, and remaining end user training.

SpryPoint and the **Client** will develop a Cutover Plan prior to the proposed Go-Live date. **SpryPoint** and the **Client** will stage all aspects of the system in preparation for production cutover.

The Production Readiness phase focuses on four critical areas:

1. **Application Readiness.** Is the application tested and ready for production? This includes modifications, enhancements, interfaces, and reports needed to run in full operations.
2. **Data Readiness.** Is the data conversion ready for operations? Have all data cleansing issues been resolved or planned for during the cutover period?
3. **Process Readiness.** Have the business processes been reviewed? Have all business process-reengineering tasks been completed, documented, and made ready for operations?
4. **Resource Readiness.** Are all the end-users trained? Is the **Client's** staff trained to deal with problem-solving during the business cycle?

3.10.1. Deploy – Prerequisites

To cutover to production the following criteria must be met:

- User Acceptance Testing must be completed and signed off on.
- Bill Validation Testing must be completed and signed off on.
- All issues marked as required for Go-Live must be completed and signed off on.
- All SpryCIS and SpryEngage product enhancements and integrations marked as required for Go-Live must be completed, tested, and signed off on.
- Converted data has been validated, balances, any discrepancies can be explained and signed off on.
- Successful Mock Go Live conducted within timings threshold. All issues marked as required for Go-Live have been completed and signed off.
- Day 1 Go-Live Environments have been provisioned.
- Successful Client Driven Walkthrough
- Required training is completed and signed off on.
- Cutover Plan has been signed off on, including Rollback Plan. Pre-cutover activities are scheduled/running to plan.

Note: the above list is the standard agreement, however, in some cases there may be item(s) that may not be accomplished until Go-Live. Any desired expectation(s) to this list needs to be documented with a plan outlined and relevant details and mutually agreed upon by both parties.

3.10.2. Deploy – Go Live Cutover Plan

SpryPoint will develop a Go-Live Cutover Plan which outlines all issues and activities required to cutover and to the achievement of operational stability. The plan is based on experiences gathered from other **SpryPoint** production cutovers, an on-going evaluation of best practices in the industry, and specific issues that arose during the configuration and testing of the software for the **Client**.

3.10.3. Go/No Go Decision

This is a critical decision point in the Project, where the state of the Project is reviewed against the Deploy Prerequisites (as set forth in Section 3.10.1) to determine the readiness for Go-Live. This step should occur approximately 30 days before Go-Live. If the **Client** has specific needs that will require more than 30 days' notice, this decision point should occur further out than 30 days prior.

The Go/No Go Decision process occurs in two steps.

Step 1 – SpryPoint Internal Go/No Go Decision

This is an internal meeting with the **SpryPoint** Project Team, **SpryPoint** Executive Sponsor and other **SpryPoint** Stakeholders to discuss the Project and evaluate Go-Live readiness. If this meeting results in a "Go" Decision, a **Client** Go/No Go meeting is scheduled. In the event a "No" results from this meeting a meeting will be scheduled with the **Client's** Executive Sponsor and Key Stakeholder to discuss the concerns and establish an action plan.

Step 2 – SpryPoint/Client Go/No Go Decision

When the **SpryPoint** Internal meeting results in a "Go" Decision, the Project status, risk, and Cutover Plan is discussed with the **Client's** Project Team, Executive Sponsor and any key stakeholders. If the **Client** makes a "Go" decision, plans for the cutover are finalized. If the **Client** makes a "No-Go" decision, SpryPoint and the **Client** will work together to determine if the change is in or out of scope, and the appropriate actions will be taken to resolve the issues/concerns.

3.10.4. Deploy – End User Training Material

To assist the **Client's** end users with understanding of the **SpryPoint** Service(s), **SpryPoint** will provide end to end system training. As part of training, **SpryPoint** will provide the **Client** copies of the training presentations and student workbooks. During training, activities and assessments will be completed to help reinforce key concepts. Training material used during end user training will be localized to use **Client** Data for

hands on exercises and will only contain details about system functionality that is being used as part of the **Client's** go forward business processes. Note: The training material will contain specific business process information for the Client including necessary adjustments provided during implementation.

3.10.5. Deploy – End User Training

The end-user training will be performed by **SpryPoint** staff, with the assistance of one or more **Client** Core Team members. The **SpryPoint** instructor will supply the detailed knowledge of the applications being taught, and the **Client** functional resource will bring the detailed knowledge of **Client** processes to the classroom. The **SpryPoint** instructor will lead the instruction with the **Client** resource attending to clarify any process or procedure questions specific to their environment.

All training will be done on the Client's environment with Client Data and configurations.

While **SpryPoint** will make every effort to complete end user training as close to Go-Live as possible, there may still be a period between training and Go-Live. As a result, the **Client** agrees to establish a practice lab and a schedule where trained users are scheduled and required to spend time practicing what they have been trained on.

3.10.6. Deploy – Mock Go Live

The Mock Go Live acts as a dress rehearsal for the actual Go-Live weekend and Monday morning activities. This practice run is used to ensure everyone understands their roles and responsibilities for the actual Go-Live. In addition, it allows **SpryPoint** to validate the schedule and timings for the cutover weekend. This includes any manual entries required after the completed conversion and validation of all reporting. Some users will be asked to run testing to ensure they understand what is going to happen when the business opens on Monday morning.

Included in scope is one (1) Mock Go Live.

3.10.7. Deploy – Customer & Vendor Notifications

As the **Client** prepares for Go-Live the **Client** may need to notify customers, vendors, other third parties and internal City staff of the system Go-Live. It will be the responsibility of the **Client** to prepare and complete these notifications. However, **SpryPoint** can be used as a resource to talk about their experiences in what other **Clients** have done.

3.10.8. Deploy – Go Live

This phase includes the system shutdown time when the cut-over to production occurs. Most of this work is performed when the office is closed. During this time, the final data conversion is completed, and all other steps as identified in the Cutover Plan are completed, and validation is performed to ensure everything is in place to open the office.



3.10.9. Deploy - Deliverable(s), Roles & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
D 1	Go-Live Cutover Plan	A document that outlines the plan for Go-Live, including any schedules and checklists for the Go-Live weekend.	A	R	I	R	R	R		I
D 2	SpryPoint Internal Go/No Go Decision	An internal SpryPoint meeting where the Client's readiness for Go-Live is reviewed.	A	R	R	I				
D 3	SpryPoint/Client Go/No Go Decision	A meeting upon the acceptance of prerequisite activities that gives the approval to move forward with the Go-Live.	A	R	R	C	R	R		R
D 4 a	End User Training Manual	SpryPoint will provide the Client electronic copies of the training presentations and student workbooks.	A	R						
D 4 b	End User Training	Training for users is teaching them how to use the SpryPoint Services, as identified in the training plan.	A	R		C	R		R	
D 5	Customer/Vendor Notifications	Notice of Go-Live for any customers, vendors, and other interested parties of the Go-Live planned date.	I	I		A	R		I	C
D 6	Schedule Practice Sessions for Trained End Users	A schedule that assigns system practice time to trained users.				A	C		R	

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
D 7	Practice Lab	A space where trained end users can go to use the SpryPoint Service(s) and practice their system skills.				A	R			I
D 8	Practice Session(s)	The time an end user(s) spends practicing what they learned in training sessions.				C	R		A	
D 9	Mock Go Live	A complete dress rehearsal of the Go-Live activities to ensure all parties understand their role in Go-Live.	A	R		R	R			I
D 10	Final Data Conversion Exports	All activities required to complete the final data conversion exports from the legacy system.	A	R		C	C			
D 11	Final Data Conversion Imports	All activities required to complete the final data conversion import in the production system.	R	A		C	C			
D 12	Go-Live Activities	Complete all cutover activities as defined in the Cutover Plan.	A	R	I	R	R		R	I
D 13	Issues Log Updates	The issues log that gets updated with any issues that occur during cutover.	A	R		R	R			
D 14	Go Live Sign off	A document that confirms that the system is ready for production use and that the Client is ready to begin using the SpryPoint solution(s) as the system of record.	R	R	I	A	R			C

Key: R= Responsible – Assigned to complete the task/I.e. you will have work to do; A = Accountable – Has final decision-making authority and accountability for completion; this person will ensure the work gets done. He/she may or may not be doing work but needs to make sure the work gets done. C = Consulted – provides input into a task and/or consulted before a decision or action; I – Informed – Must be informed after a decision or action

3.11. Operate

The purpose of this phase is to ensure complete and successful transfer to the new customer information system as well as the other applications included in the Project scope and provide the **Client** with direct access to the implementation team personnel. The **SpryPoint** implementation team will work together with your production staff to ensure the systems are well understood and functioning per the agreed business processes.

3.11.1. Operate – Post Go Live Support

This is the initial period after Go-Live where the **Client**'s focus is on system stabilization. The post Go-Live/stabilization period will last 90 calendar days with the goal to complete 3 full billing cycles (assuming monthly billing cycle) inclusive of all necessary billing cycles. The post Go-Live stabilization period may be extended for no additional cost if there are any unresolved severity 1 and 2 issues that have occurred as part of implementation or within the first 90 calendar days of Post Go Live Support. Any issues past this time range will be managed via the Client Success Process.

During this period, the **Client** is using the **SpryPoint** Service(s) to complete their day-to-day responsibilities and run their business. The **SpryPoint** implementation team is available via phone, email, text or other means to the **Client** to answer questions, provide refresher training, manage, and resolve all application issues (configuration, training, and defects, etc.), resolve all post-production issues as well as any Go-Live deferred functionality, provide support of the business process review activities and how to best achieve the desired improvements.

At the end of the post Go-Live stabilization period a punch list is created. This list contains:

- Any issues, Defects and their severity still open at the end to the stabilization period (punch list)
- Any SOW items that were not delivered prior to Go-Live
- Any additional reports required and agreed to as part of scope of services

3.11.2. Operate – Transition to Customer Success

After the post Go-Live stabilization period has been completed and all severity 1 and 2 issues have been resolved (which are as defined in Section 3.12.4 below), SpryPoint will transition the **Client** to the Customer Success Team. The transition involves a **SpryPoint** internal knowledge transfer between the Service Delivery and Customer Success Teams and an introductory meeting with the **Client**, **SpryPoint** Project Manager, and the **SpryPoint** Customer Success Team. Once the transition to the Customer Success team has occurred, the **SpryPoint** implementation team will continue to be accountable for



the resolution of all items on the punch list in the time period stated on the punch list and the Customer Success Team will be accountable for any new issues.

3.11.3. Operate – System Acceptance & Project Close Out

The Project close out is the point when the parties both agree that all Project deliverables have been completed per the Statement of Work and the Implementation portion of the contract is completed, the Services are accepted by the **Client** and the Project is deemed closed.

This occurs when the following are met ("**Project Close-Out**"):

1. All of the service milestones and deliverables identified within this SOW have been completed, delivered and accepted or deemed accepted per specific contractual provisions, including approved Change Orders impacting the SOW;
2. All punch-list items severity 1, 2 are resolved and a plan for delivery of severity 3 are delivered to the **Client**. The **Client** agrees to test all delivered severity 1 and severity 2 items within 15 business days of receipt and provide written details of any concerns. If no written details or concerns are provided by the Client within the 15-business day period, the items will be considered approved. **Client** must have received training as defined in the SOW on the **SpryPoint** Products and know how to use the system; and
3. 1. and 2. above have been met, and the Project is at least 6 months past cutover, and no written documentation of issues related to the scope included in this SOW has been provided to **SpryPoint**; **SpryPoint** will send an email to the **Client** stating that due to no documentation approval has been assumed.

Once a Project is deemed complete any outstanding implementation fees are du



3.11.4. Operate – Deliverables, Roles, & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint				Client			
O 1	Refresher Training	Any identified and agreed upon refresher training completed.	A	R		R	R		R	
O 2	Post Go -Live stabilization assistance	SpryPoint implementation team is available via phone, email, text or other means to the Client to answer questions, provide refresher training, manage, and resolve all application issues (configuration, training, and defects, etc.), resolve all post-production issues as well as any Go-Live deferred functionality, provide support of the business process review activities and how to best achieve the desired improvements. Client will be using the Services in production use and give feedback, participate in refresher training etc.	A	R		R	R			
O 3	Transition Documentation	SpryPoint Internal Documentation used to provide the Customer Success Team information about the Client and their Project.	A	R	R					
O 4	Transition to Customer Success Internal Meeting	A SpryPoint internal knowledge transition meeting to review the project details.	A	R	R	I				

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint				Client			
O 5	Transition to Customer Success Meeting	A meeting was held with SpryPoint to introduce Client to the Customer Success Team and how they work with them.	A	R	R	R	R			I
O 6	Finalize Punchlist	A document that lists any open items that need to be resolved as part of the scope of the product.	A	R	I	R	R			
O 7	Signoff on Punchlist	Acknowledgement, by the Client that they have reviewed the punch list and they agree to it.	R			A	R			I
O 8	Project Close Out Document	A document that summarizes project details.	A	R		R	R			
O 9	Project Close Out Signoff	Acknowledgement, by the Client that all SOW milestones and deliverables have been completed and the Project has been signed off on and closed.	I			A	R			C

Key: R= Responsible – Assigned to complete the task/I.e you will have work to do; A = Accountable – Has final decision-making authority and accountability for completion; this person will ensure the work gets done. He/she may or may not be doing work but needs to make sure the work gets done. C = Consulted – provides input into a task and/or consulted before a decision or action; I – Informed – Must be informed after a decision or action



3.12. Project Governance

3.12.1. Project Management (PM)

SpryPoint uses a highly structured and layered project management methodology, which relies on detailed and complete Project Plans, to determine who is working on each task, and when, throughout the life of the Project. Central to **SpryPoint's** philosophy is maintaining strong communication throughout the teams, setting expectations early, facilitating and coaching as required and monitoring progress. SpryPoint will cooperate with Client and with any third party engaged by Client to the extent that such cooperation may be necessary to permit Client or such third party as requested by Client to complete any work related to or impacted by the services under this SOW.

SpryPoint will provide a Project Manager throughout the life of the Project who will work directly with the Client's Project Manager and the joint team to ensure that all Project responsibilities are met.

SpryPoint and **Client** Project Managers shall be responsible for the planning and execution of the Project. They shall work collaboratively to manage all Project activities from project management activities, including planning and execution, the delivery of change management, and project communications throughout the Project. The **Client's** Project Manager is ultimately accountable for the **Client's** resources, Project tasks and internal project plans and **SpryPoint's** Project Manager is accountable for their resources and Project tasks. Both Project Managers will need to work together and retain authority for day-to-day Project decisions and ensure Project success.

3.12.2. Project Communications & Tools

The **SpryPoint** Project Manager, working in conjunction with the **Client** Project Manager, will compile status reports for distribution to both the **Client** and **SpryPoint** management. Regular meetings will be held by SpryPoint, with defined agendas to review overall status, schedule, and open issues noted in the status report.

As the implementation experts, SpryPoint agrees to communicate clearly which issues/tasks are on the critical path and have immediate impact on the Project Schedule and which issues/tasks are not. For issues that are not on the critical path the **SpryPoint** Project Manager will monitor these to ensure that these do not become critical path issues/tasks.

Communication Method	Frequency	Tool/Method	Attendees
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Project Team Status Meetings	Every second week (alternate to PM Status meeting)	Zoom & Google Docs/PDF	Both PMs, Client Core Team Meetings, SpryPoint Project Team (as required)
Project Status Reports	Monthly	PDF	N/A
Updates to the Project Schedule	Weekly	Kantata	N/A
PM Status meeting	Every second week	Zoom	SpryPoint PM, Client PM
Risk Log	Bi-Monthly	Google Sheet/Excel	N/A
Executive Steering Committee	Every second month	Zoom	SpryPoint PM, Client PM, SpryPoint Executive Sponsor, Client Executive Sponsor
Issue Log	Weekly	Google Sheet/Excel	N/A

With the understanding that both **SpryPoint** and the **Client** are working jointly to achieve the best Project outcome, the table above outlines the standard agreement for communications. If major Project events occur, or at a critical point in the Project that require additional communications, updates, or meetings, both parties can mutually agree to the additional activities at no extra cost to the **Client**.

3.12.3. Acceptance Period

To facilitate the Project Schedule and project planning it is important both parties agree to a default response period of (seven) 7 business days (except where otherwise stated herein) for any issues involving the Project. While this will be the default time, either party can proactively ask for a longer time, if the time is not sufficient or ask for an

extension. The **SpryPoint** Project Manager will evaluate any timeline extensions against the Project Schedule and communicate if the extension puts the Project Schedule at risk.

3.12.4. Agreed Severity Definitions

During the implementation the following definition will be used to define the Severity of issues. In addition, issues will also be categorized as Go-Live Required or Post Go-Live. At the time the issue is raised, resolution time will be determined to support the needs of the project. In the event that there is a disagreement, the escalation process will be followed.

Severity Level	Example	Response Time
1 – Urgent	The Client's business or Service is not operational due to significant performance issues or outage, creating a substantial impact financially or by the number of customers affected. Critical business function(s) cannot be performed, and/or a key component is unavailable or is non-functional. There is no immediate workaround. Urgent issues have top priority until resolved. Examples of Severity 1 Issues includes but are not limited to: • Service is unavailable (outage), • Unable to perform a key function such as calculation of bills or billing process, • A key function is malfunctioning, creating a severe financial/customer impact • Any event that impacts more than 20% of the customer base. • Severity Level 1 issues are subject to an Issue Post-mortem by SpryPoint	24 hours for SpryPoint to acknowledge an issue that is stopping project or program (with Workday) progress.
2 – Critical	The Client's business or Service is operational but the ability to perform business functions is severely impacted, A critical business function or functions are partially operational or operating by use of a workaround only sustainable for a short period of time. A critical business function or functions is operating at limited capacity or has a defect	

	which creates errors or atypical results to customer records, transactions, financials. Examples of Severity 2 issues include but are not limited to: • 10%-20% of the customer base are affected by bills which are calculating or rendering incorrectly • Response times on transactions or screens are 3 times the normal response times (response times must be tracked at go-live for benchmark) • Processes take 3 times as long to complete or error out (response times must be tracked at go-live for benchmark)	
3 – Restricted Use	The Service is experiencing an issue that can be worked around but is impacting the Client's efficient use of the Service. The business is operational with reduced efficiency. Examples of Severity 3 issues includes but are not limited to: • Single account issue • Business function has a slight restriction of function of non-critical nature • A workaround is required to maintain normal operations • Non-performance impacting defect	
4 – Not Urgent	The Service is fully functional but may contain a cosmetic flaw or misspelling. There is no operational, financial, or customer impact. Examples of Severity 4 issues include, but may not be limited to: • A button is out of alignment on the user interface • Question regarding configuration or functionality • General inquiries	

3.12.5. Milestone Acceptance Process

This Project will be invoiced on a milestone basis. The milestones, delivery criteria and payment timelines are noted below and in Attachment 1 – Pricing and Milestone Schedule.

On a monthly basis, the **SpryPoint** Project Manager will submit a list of milestones that have been completed for review and approval to the Client Project Manager. Service deliverables shall be accepted or rejected within 7 consecutive business days from the time of submission for acceptance. Service deliverables will be considered accepted with written approval from the **Client**. In the event the **Client** does not provide written approval or feedback within the agreed upon time period such deliverables are deemed accepted.

The Service Deliverable Acceptance Process is described below.

- **Submission of Service Deliverables/Milestones.** The **SpryPoint** Project Manager, or his or her designee, will prepare a list of completed milestones and forward with the respective service deliverable to the **Client** Project Manager, or the **Client** designee, for consideration.
- **Assessment of Service Deliverables.** The **Client's** Project Manager will determine whether the service deliverable meets the requirements as defined in this SOW and that the service deliverable is complete.
- **Acceptance / Rejection.** After reviewing, the **Client** will either; accept the service deliverable in writing or will provide a written reason for rejecting it to the **SpryPoint** Project Manager. If the milestone per Attachment 1- Pricing and Milestone Schedule (and all deliverables in such milestone) is accepted, the **SpryPoint** Project Manager will invoice for the milestone(s). If the milestone or deliverables or any of them are rejected the **SpryPoint** Project Manager will review the reason and work with the **Client's** Project Manager to determine if the rejected reason is within scope (rejection for failure of the milestone/deliverable to meet the requirements as defined in this SOW or being incomplete are within scope) and if so, SpryPoint will communicate a plan which may include a timeline for resolution of the issue within 2 business days and will correct such items within the Project Schedule, or the period agreed by the parties. This process and the corrections (where rejected for failure of the milestone/deliverable to meet the requirements as defined in this SOW or being incomplete are within scope) will be completed at no additional charge to Client. Once concerns are addressed the Milestone Acceptance Form will be updated and resubmitted for approval in the next invoicing cycle.

Acceptance of a milestone/deliverable does not modify any warranties or other rights that Client may have, including support as laid out herein. SpryPoint warrants that all professional services, milestones and deliverables shall conform in all material respects to the requirements as defined in this SOW for the period ending at Project close out sign off, except for those items on the punch list which shall be fixed as agreed in the punch list. In the event of any breach of warranty, SpryPoint shall, upon Client's written request, promptly correct the non-conforming professional service, milestones and deliverables at no additional charge to Client in the event SpryPoint is unable to correct such deficiencies, after good-faith efforts, Client's exclusive remedy shall be the remedies permitted in the MSA, including termination.

3.12.6. Scope & Project Change Management

During implementation either party may request additions, deletions, or modifications to the services described in this SOW (which is the "**Change**" as further defined below). All Changes will be documented and approved, regardless of whether there is an associated cost for the Change.

Requests for Changes should be made to either project team's PM. The **SpryPoint** Project Manager is responsible for creating a Change Order Form. The Change Order Form will include the following:

- A description of the problem that needs to be solved or the scope Change to be addressed.
- A description of the solution to the problem or scope Change being requested, including the use/business case and/or reason for the Change and suggested solution.
- An estimated impact of the Change on the Project Schedule.
- If applicable, any fees/cost and expenses associated with the Change.

The Change process that will be employed is defined below. The Change must be approved by both **SpryPoint** and the **Client** in writing in the Change Order Form, which when executed is the "**Change Order**," before any work related to a Change is completed.

- Identify the requested Change
- Identify and document the solution and scope of work associated with the Change requested
- Estimate required effort, and any associated costs
- Assess impact of the Change on schedule, travel fees, milestones, contract, risks and/or any other identified impacts
- Submit for review and approval by the **Client** and **SpryPoint** Management Team
- If not approved, no changes are completed and the Change request is canceled
- If approved, Project documents are updated and work on the Change is scheduled into the Project
- Monitor and report progress on the Change
- Testing and validation of the Change
- Communicate the Change resolution

During implementation, work to execute any approved Project Changes that are for a fee will be completed at a price of \$200USD per hour.

3.12.7. Issues and Risk Management

The following procedure will be used to manage Project issues and risks:

- Identify and document all concerns



- Assess the impact and prioritize the impact to the Project
- Assign responsibility to resolve the issue or risk
- Monitor and report progress on the issue or risk
- Communicate issue resolution

On a monthly basis, the Project Managers will meet to review the status of the risks and outstanding issues. When a risk is identified each risk will be assessed for its probability and impact and weighted.

3.12.8. Conflict Resolution and Escalation Process

While both parties agree it is the desire to resolve issues quickly and within the project team(s), at times this may not be possible, and issue(s) may need to be escalated to resolve. A Project issue can include anything from a business process change, to a schedule issue, to a personnel issue, etc. The following table shows the escalation path to be used, unless the parties agree otherwise in writing:

Escalation Path	SpryPoint	Client
Level 4	CCO	Deputy City Manager
Level 3	Director, Client Solutions	Director level (Finance/PW)
Level 2	Project Manager	Project Manager
Level 1	Implementation Specialist	Core Team Members

The following escalation guidelines will be followed, unless mutually agreed to by both parties. Note: The timelines detailed below specifically refer to response to the escalation, and may include a plan to resolve but not a full resolution.

- Level 1 will escalate those issues that it cannot rectify to Level 2 within 5 business days.
- If Level 2 cannot resolve an issue within 5 business days, they will escalate it to Level 3.
- Level 3 shall promptly resolve all issues, if necessary, by holding a meeting and obtaining direction from the appropriate people within each party's organization within 5 business days.

- If Level 3 cannot resolve within 5 business days of such meeting, the matter will be escalated to Level 4.
- The Client Project Manager is the initial escalation point for all personnel of Client assigned to the Project. The SpryPoint Project Manager is the initial escalation point for all SpryPoint personnel assigned to the Project.

3.12.9. Project Working Times

3.12.9.1. Project Working Schedule

During the Project implementation it has been agreed that Project Meetings, Training Sessions and/or any onsite time will be completed Monday through Friday, when working remotely during regular business hours (Central Standard Time). If work is being completed onsite all meeting times will be scheduled Monday through Thursday, with Friday being a travel day for the **SpryPoint** project team. In the event scheduled Project activities such as meetings, training sessions, etc. need to be completed on days/times outside the above agreed times, this will be mutually agreed upon by both parties and scheduled a minimum of three (3) weeks in advance.

3.12.9.2. Statutory Holidays

It is agreed that both parties will do their best to respect each party's holiday schedule. However, depending on where the Project is and Go-Live date, on occasion project team members may be required to work a statutory holiday. If this is to occur, it will be mutually agreed to by both parties.

SpryPoint Observed Holidays

Holiday	2025	2026
New Year's Day	January 1	January 1
Islander Day/Family Day	February 17	February 16
Good Friday	April 18	April 3
Victoria Day	May 19	May 18
Canada Day	July 1	July 1
Civic Holiday	August 4	August 3
Labor Day	September 1	September 7
National Day of Truth & Reconciliation	September 30	September 30

Thanksgiving	October 13	October 12
Remembrance Day	November 11	November 11
Christmas Day	December 25	December 25
Boxing Day	December 26	December 26

*** Note: this calendar is subject to change based on company policies*

Client Observed Holidays

Holiday	2025	2026
New Year's Day	January 1	January 1
Martin Luther King Jr. Birthday	January 20	January 19
President's Day	February 17	February 16
Memorial Day	May 26	May 25
Juneteenth	June 19	June 19
Independence Day	July 4	July 3
Labor Day	September 1	September 7
Veteran's Day	November 11	November 11
Thanksgiving Day	November 27	November 26
Day-After Thanksgiving	November 28	November 27
Christmas Eve	December 24	December 24
Christmas Day	December 25	December 25

*** Note: this calendar is subject to change based on company policies*

3.12.10. Executive Steering Committee

The Executive Steering Committee Meeting will include **SpryPoint** and the **Client** Project Managers and Executive Sponsors. This review will take place monthly via a Zoom meeting or onsite (if mutually agreed to by both parties). The intent of this meeting is to ensure that the Project remains on-time and on-budget, and that Executive Management for both parties have a clear understanding of project status. The primary tool that will be used to do the meeting is the latest month's monthly Project Status Report. The

intended level of attention to detail during this meeting is to identify areas of concern or material change to the Project. Topics of discussion include:

- Work accomplishments from the previous month and planned work accomplishments for the upcoming month.
- The percent complete for the overall Project thus far. Descriptions of any material variances in schedule or work will be provided, if the percent complete is different than what was expected from the prior month.
- The current Risk Log will be included, and risk status will be reviewed, based on priority of risks.
- The Project Schedule will be included and reviewed for any areas of concern or material change to the Project.

3.12.11. Project Management Reoccurring Deliverables

During the Project implementation the **SpryPoint** Project Manager is accountable for the delivery of the following recurring deliverables:

Communication Method	Description
Shared Project Folders	Via the used of Google Drive, SpryPoint will provide the Client with a shared project folder for document sharing and collaboration of documents during the Project
Project Status Reports	A monthly report that summarizes Project status, upcoming activities, risks, etc.
Updates to the Project Schedule	Updates to the baseline Project Schedule are performed and published weekly. The plan is updated to refine tasks, percent complete and milestone completions, inclusive of resource updates and timeframe updates. Both parties will commit to staffing and resources to meet a rolling 3-month window within the requirements of Section 4. Note: project plans will be maintained and updated in the SpryPoint Project Tool, called Kantata. Access will be granted to the Client to see the Project Schedule in a usable format or otherwise available 24x7. All changes made to the Project Schedule will be reviewed with the Client for discussion and will only be changed if agreed by the parties.



	Note: 24x7 access to the Project Schedule would include an Excel document provided weekly.
Risk Log	Report that lists risks, probability, impact, status, and responsible resources.
Executive Steering Committee	A monthly meeting to ensure both Executive Teams understand project status, any risks, and an opportunity to discuss any other topics as required.
Issue Log	Report that lists project issues, responsible resources, due date, priority, and impact on the critical path.

Note: If the **Client** prefers to use SharePoint as the site for sharing/storing files, **SpryPoint** will agree to this. However, the **Client** is required to provide and support the SharePoint infrastructure and provide access to the **SpryPoint** team members at no cost to **SpryPoint**.



4. Project Staffing

4.1. General Terms

SpryPoint will actively participate in all required Project activities and make knowledgeable resources available for all virtual and in-person sessions and meetings, per the Project Schedule. SpryPoint will provide clear communications and feedback throughout the Project to reduce unnecessary work efforts. SpryPoint is responsible for the timely coordination of SpryPoint personnel engaged by SpryPoint necessary to timely perform all SpryPoint services in accordance with this SOW including the mutually agreed Project Schedule. The Client is responsible for the timely coordination and timely delivery of Client activities necessary to meet the Project Schedule in accordance with this SOW. SpryPoint will provide direction to SpryPoint personnel performing services and will ensure that SpryPoint personnel comply with all applicable terms and conditions of the Agreement while they are performing services.

SpryPoint will use no subcontractors for this Project.

If Client has concerns regarding SpryPoint personnel, Client shall document and bring such concerns to the attention of SpryPoint. SpryPoint 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. SpryPoint will report its intended resolution to Client. If Client then determines in good faith that continued assignment of such SpryPoint personnel is not acceptable and requests removal of such SpryPoint personnel, SpryPoint shall promptly remove such SpryPoint personnel from performing the Professional 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 fourteen (14) 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 SpryPoint personnel from Client's premises or project, such as engaging in behavior that has caused or may cause harm to persons or Client property. This provision shall not operate or be construed to limit SpryPoint's responsibility for the acts or omissions of SpryPoint personnel. If SpryPoint personnel (including Key Personnel) are replaced, SpryPoint will not charge Client for the number of hours needed to familiarize the replacement with the project. If changes in personnel impact the timeline for performance the parties will revise the Project Schedule without additional charge to Client. SpryPoint represents and warrants to Client that it shall be responsible for payment of all salaries and social security, unemployment and other taxes related to its personnel.



Subject to the last sentence of this paragraph and the preceding sentences, SpryPoint shall not replace any Key Personnel without the Client’s prior written consent, such consent shall not be unreasonably withheld. Any such removal shall include SpryPoint’s plan to replace the specific individual and any transition plan intended to minimize disruption to the Project. In situations where consent is not possible for reasons outside of SpryPoint’s reasonable control (e.g. FMLA leave, departures, promotions, sickness etc.), SpryPoint 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.

The following SpryPoint roles are “**Key Personnel**”. Client will have the right to approve in advance SpryPoint’s personnel holding any of the roles specified as “Key Personnel” roles in accordance with this Section, which personnel will be assigned during Project Initiation. Client cannot refuse any personnel that is reasonably qualified to fill the role. Before assigning an individual to act as a Key Personnel, whether as an initial or subsequent assignment, SpryPoint will notify Client of the proposed candidate and provide Client with the proposed candidates’ qualifications. Client shall reserve the right to interview the proposed candidate on a remote basis (i.e. via phone or online meeting). If Client in good faith objects to the proposed candidate, the Parties will attempt to resolve Client’s concerns on a mutually agreeable basis. If the Parties are not able to resolve Client’s concerns within fifteen (15) business days, or as otherwise agreed, SpryPoint will propose another candidate of suitable ability and qualifications:

Key Personnel Role for Project
Solution Architect
Project Manager
Implementation Specialist
Data Conversion Specialist

4.2. SpryPoint Project Staffing Profiles

“**Staffing Level**” means the allocated percentage of the role during the applicable Phase column.

“**All phases of Project**” means Project-Initiation, Analysis, Configuration, Test, Deploy, Operate. **SpryPoint** represents that the Staffing Levels below for both parties are sufficient to implement the project on time and on budget if the other assumptions in this SOW are met.

Role Name	Phase	Staffing Level	Responsibilities
Executive Sponsor			
Executive Sponsor	All phases of Project	As Required	• Provide strategic leadership and oversight • Demonstrate executive support and sponsorship through active and visible participation • Resolve strategic, tactical and political issues that develop over the course of the project • Empower team members to make decision and/or act as an escalation point • Support the message of change throughout the project team and organization
Project Manager			
Project Manager	All phases of Project	30%, dropping to 15% during the last 2 months of the Project (Post Go Live Support phase)	• Maintains overall day-to-day responsibility and Project Schedule for SpryPoint scope of work and deliverables • Identify any scope changes, manage Change Order Process if required • Manage project budget, including oversight of milestone schedule and invoicing • Schedule, participate in, and lead sessions as required

			• Work with Client PM & Strada PM to coordinate mutual activities and schedules • Maintain project documents such as status reports, Exec Sponsor meetings, etc. • Act as an escalation point if required • Manage SpryPoint resources • Assist in collecting background documentation • Coordination of SpryPoint logistics for meetings • Identify any areas of concern or risk throughout the duration of the implementation
Solution Architect			
Solution Architect	All phases of Project	33%	• Provide ongoing review and quality assurance of all aspects of the implementation • Heavily involved in all phases of the implementation from Analysis, Configuration, Test, Train, Operate, and Post Go-Live Support/Transition to Customer Success • Develop and communicate the new processes and procedures that are required to effectively leverage the new system • The Solution Architect will also develop internal and external project communications plans
Data Conversion Specialist			
Data Conversion Specialist	All phases of Project	13%	• The Data Conversion Specialist works with client technical team to manage all Data Migration activities and deliverables, including participating in discovery sessions and delivery of project artifacts such as the Data Migration Strategy • The Data Conversion Specialist is responsible for evaluation and stage gating of each data iteration/phase. Detailed activities are broken out by Iteration/Phase as follows:

			○ DC0 - Pre-Requisites: Conduct migration prerequisite activities such as assisting in configuration of prod environment, collaboration with Client on data mapping, pre-conversion data analysis, and pre-validation of extracted data ○ DC1 - Base Data: Lead the initial conversion of base data, ensuring successful conversion of base tables with multiple rounds of data validation. ○ DC2 – Transactional Data: Lead the initial conversion of transactional data, ensuring successful conversion of transactional tables and correct AR/Deposit balancing ○ DC3 – UAT/Mock Go-Live: Lead the full conversion of legacy data, support User Acceptance Testing, ensures a true Mock Go Live occurs (with no changes to data) ○ DC4 – Go Live: Leads Data Migration Go Live activities ○ Data Archive: Configuration of the historical data archive, to meet client requirements for access to legacy data through SpryCIS
Implementation Specialist(s)			
Implementation Specialist – SpryCIS, SpryEngage, SpryMobile, SpryIDM	All phases of Project	78% To be filled by multiple resources	• The Implementation Specialist(s) will execute on the Solution Architect's plan, to ensure systems meet client needs. This is outlined in the Analysis Report. • The Implementation Specialist(s) will have ownership and input to specific tasks throughout the implementation, including documentation of the processes, procedures, and deliverables produced as a result of the services

			• Partner with SpryPoint Training Specialist - Assist in the delivery of training and preparation of training materials • Implementation Specialists will leverage their deep understanding of specific SpryPoint products, as well as expertise on business functions including ○ Revenue Management ○ Customer Care ○ Metering ○ Billing ○ Field Service • Ensure all reporting needs are met. Reporting activities include: ○ Reviewing existing reports and identifying gaps or redundant reports ○ Review reporting functionalities of the system with the Client team ○ Creating custom reports as defined in the Report Plan (output of the Analysis Phase)
Training Specialist			
Training Specialist	All phases of Project	9%	• The Training Specialist owns the overall Training Strategy and Approach. They will work with both the Client and other SpryPoint resources to establish and document the overall Training Plan for the implementation • Ensures System is ready for Client business process training • Works with client on Test Script Development • Delivery of training and training materials to support the following: ○ Foundations Training ○ Core Team Training ○ Tester Training ○ SpryPoint Product Specific Training ○ End User Training

4.3. Client Project Staffing Profiles

Client will staff the roles below, pursuant to the specific requirements of this SOW and the Project Schedule. Roles not identified below have not been budgeted by Client and are not an assumption to complete this SOW. The roles identified below may be staffed by multiple resources.

Role Name	Phase	Staffing Level	Responsibilities
Executive Sponsor			
Executive Sponsor	All phases of Project	As Required	• Provide strategic leadership and oversight • Demonstrate executive support and sponsorship through active and visible participation • Resolve strategic, tactical and political issues that develop over the course of the Project • Empower team members to make decision and/or act as an escalation point • Support the message of change throughout the project team and organization
Project Manager			
Project Manager	All phases of Project	50%	• Provide input into Project Schedule • Approve any scope changes • Approve milestones and invoicing • Participate in sessions as required • Work with SpryPoint PM to provide input into project documents such as status reports, Exec Sponsor meetings, etc. • Act as an escalate point if required • Assist in maintaining stakeholder registry • Assist in collecting background documentation • Assist in coordinating client logistics for meeting • Participate in scheduled meetings • Identify any areas of concern from internal resources

Functional Lead(s)/SME(s) (Core Team + Testers)			
SME Type:	Analysis	Approximate allocations over project duration	- Review project deliverables and ensure functional area understands the various deliverables and their accountability - Provide leadership, decisions and oversight for area of responsibility - Ensure all business processes have been identified and discussed - Participate in analysis sessions - Answer questions and/or complete homework activities required to complete configuration - Identify and make recommendations on business areas where they are opportunities to improve or solve pain points - Review and provide feedback on documentation - Plan and execute on assigned tasks from the Project Manager - Validate availability to export required data in required formats
Billing SME		50%	
Customer Care SME		50%	
Mobile Field Service SME		25%	
	Configure		- Participate in configuration review sessions - Answer questions and/or complete homework activities required to complete configuration - Provide insight into how data is used - Participate with data mapping - Build data extraction routines - Provide extracted data per the Project Schedule - Provide support for data cleansing activities as required/identified - Provide input and feedback on configuration - Participate in business process review and ensure no gaps - Answer questions and/or complete homework activities required to complete configuration - Identify and make recommendations on business areas

			where there are opportunities to improve, identify pain points
	Test		• Participate in reviewing or updating Test Scripts. • Participate in testing sessions • Participate in the reviewing/documenting of training material • Participate in development/delivery of system training as prescribed by the Training Plan and as directed by the Project Manager • Plan and execute on assigned tasks from the Project Manager • Participate in data review sessions • Provide fixes for data extraction routines
	Deploy		• Support Mock Go Live activities • Support cutover activities • Plan and execute on assigned tasks from the Project Manager • Support end users as the organization prepares to make the system and process changes
	Operate		• Help answer end user questions and provide support to end users • Plan and execute on assigned tasks from the Project Manager
Technical Lead			
Technical Project Lead	Analysis	Month 1 – 50% 25% for the remainder of the project	• Review project deliverables and ensure functional area understands the various deliverables and their accountability • Participate in analysis sessions • Answer questions and/or complete homework activities required to complete configuration • Identify and make recommendations on business areas where there are opportunities to improve or solve pain points • Review and provide feedback on documentation



		• Track and coordinate IT's project assignments as assigned by Project Manager
	Configure	• Participate in configuration review sessions • Provide input and feedback on configuration • Participate in business process review and ensure no gaps • Answer questions and/or complete homework activities required to complete configuration • Work on integrations (if applicable, i.e Client is completing own coding) • Track and coordinate IT's project assignments as assigned by Project Manager • Participate in configuration review sessions
	Test	• Participate in reviewing of Test Scripts for integration testing • Ensure test systems for third party systems are available • Participate in testing sessions • Participate in the reviewing/documenting of training material • Participate in development/delivery of system training as prescribed by the Training Plan and as directed by the Project Manager • Track and coordinate IT's project assignments as assigned by Project Manager
	Deploy	• Support Mock Go Live activities • Act as a liaison with third party systems • Support cutover activities • Track and coordinate IT's project assignments as assigned by Project Manager Support end users as the organization prepares to make the system and process changes
	Operate	• Help answer end user questions and provide support to end users

			Plan and execute on assigned tasks from the Project Manager
Technical Data Conversion Expert			
Technical Data Conversion Expert	Analysis	15%	- Provide leadership, decisions, and oversight for area of responsibility. - Provide oversight on timelines for any internal and third-party integrations - Participate in documenting of data conversion strategy - Validate availability to export required data in required formats - Ensure all business processes have been identified and discussed - Ensure test systems for third party systems are available - Participate in configuration review sessions - Provide input and feedback on configuration
	Configure		- Provide leadership, decisions, and oversight for area of responsibility. - Participate with data mapping - Build data extraction routines - Provide extracted data per the Project Schedule - Provide support for data cleansing activities as required/identified - Identify recommendations on business areas on opportunities to improve - Work on integrations (if applicable, i.e. Client is completing own coding) - Participate in configuration review sessions
	Test		- Participate in data review sessions - Provide fixes for data extraction routines - Participate in testing sessions
	Deploy		Participate in Mock Go Live and cutover activities

	Operate		• Provide feedback, data queries, etc as required to support post live activities
Business Analyst			
Business Analyst	Analysis	33%	• Participate in analysis sessions • Answer questions and/or complete homework activities required to complete configuration • Identify and make recommendations on business areas where they are opportunities to improve or solve pain points • Review and provide feedback on documentation • Plan and execute on assigned tasks from the Project Manager • Gather documentation on current state • Assist with understanding current and future state reporting and dashboard requirements
	Configure	33%	• Participate in configuration review sessions • Answer questions and/or complete homework activities required to complete configuration • Identify and make recommendations on business areas where they are opportunities to improve or solve pain points • Plan and execute on assigned tasks from the Project Manager
	Test	33%	• Participate in testing sessions • Participate in the reviewing/documenting of training material • Participate in development/delivery of system training as prescribed by the Training Plan and as directed by the Project Manager • Plan and execute on assigned tasks from the Project Manager
	Deploy	33%	• Support Mock Go Live activities • Support cutover activities



			- Plan and execute on assigned tasks from the Project Manager - Support end users as the organization prepares to make the system and process changes
	Operate	33%	- Help answer end user questions and provide support to end users - Plan and execute on assigned tasks from the Project Manager

5. Integrations & Enhancements

This section outlines any of the integrations, interfaces or enhancements included in the scope of work. It is important to note that during analysis and throughout the implementation there may be additional integrations, interfaces or enhancements identified. In this event, **SpryPoint** will provide a ballpark estimate(s) to determine if further investigation or detail(s) is required. If the **Client** is not interested, **SpryPoint** will work with the **Client** to ensure they understand all required workarounds. If the **Client** wishes to investigate further, a full estimate will be provided. If the Change is deemed required, the Change Order process will be activated.

5.1. Integrations/Interfaces

SpryCIS is designed with REST Application Programming Interfaces (API's) to enable real-time integration. For inbound integration and synchronization from back-office applications, we provide a purpose-built back-office integration Application Programming Interface (API). For outbound integration, we have an integrated process scheduler as well as an extensible event framework to support both batch and scheduled integrations as well as event-driven integrations.

SpryPoint will provide Integration Document(s) for each integration/ interface.

The following integrations and interfaces are in scope:

Interface Summary
Workday ERP
SpryPoint has an existing integration with Workday that automates the flow of financial data such as general ledger and banking transactions into your Workday system. The Accounting Journal Connector facilitates the exchange of accounting journal entries between SpryCIS and Workday. This connector enables all

financial transactions to be synced to the correct general ledger accounts in Workday.

- The **Ad Hoc Banking Transaction Connector**, facilitates the exchange of banking transactions, such as payments and payment reversals, between SpryCIS and Workday. The ad hoc banking transactions are used to reconcile payments in SpryCIS against bank statements, which ensures accurate and timely reconciliation.

For each of these connectors, SpryCIS generates a CSV file with summarized records on a nightly schedule and uploads the files to an sFTP site. The files can then be automatically picked up by Workday and imported into their system.

Accounts Payable Process: SpryPoint supports generating an accounts payable export file in CSV format. This file contains accounts payable information for each refund voucher, such as account, customer, mailing address, ACH banking details, and refund amount. The file is generated manually from SpryCIS by selecting a date range of which vouchers to include. The typical process with existing Workday customers is to upload this file into Workday manually. Automation of this activity is currently not supported. It would require additional effort to validate whether Workday has a file-based connector or API available that can support automated upload of AP refunds. This is currently out of scope.

Payment Processor (To Be Determined)

SpryPoint will support a three-way payment processing integration between SpryCIS, SpryEngage, and a payment processor to be selected in the future. Once a payment processor is chosen, a discovery phase will determine the specific implementation details.

A standard SpryPoint payment processor integration typically includes the following capabilities:

- Ability to make one-time payments from SpryEngage, with and without being logged in. This will be facilitated by a hosted payment page or iFrame provided by the payment processor (only the payment processor will host and store credit card information).
- If registered for SpryEngage, ability to store wallets for future use.
- When a payment is made in SpryEngage, update the SpryCIS account balance in real time.
- Allow users to register for autopay with both credit cards and ACH. Automatically withdraw funds on or before the statement due date.
- If applicable, integration with EMV terminals to support card-present payments. Ability to initiate card-present payments from the receipt page in SpryCIS.

Note: The final integration scope will depend on the payment processor selected by the utility. SpryPoint offers out-of-the-box support for certain providers as Invoice Cloud and Paymentus, which may reduce implementation effort.

Other Payment Processors (varying level of integration):

- Moneris
- ACI
- Catalis
- Fiserv
- PayNearMe

Note: The payment processor selection decision is to be determined by the **Client**.

If SpryWallet, InvoiceCloud, Paymentus, Payit or Teller are selected there will be \$0 additional cost.

Any other payment processors are to be scoped and will result in a change order if selected.

Itron Meters

SpryCIS Integration

SpryCIS supports standard meter reading integration with both Itron MV-RS and Itron FCS. MV-RS and FCS integrations are based on standard file-based AMR download and upload directly within SpryCIS. These meter reading integrations support water meters, including compound meters, as well as supporting automations for handling skip and trouble codes to automate meter-reading-related field activities.

SpryIDM Integration

SpryIDM supports native integration with Itron OpenWay Riva and ChoiceConnect Fixed Network, leveraging the Itron Common Reading Format to facilitate the exchange of interval meter data through a file-based approach. This integration enables SpryIDM to automatically ingest interval meter readings from all meters connected to the Itron Network at a predefined frequency (e.g. every 4, 8, 12, 24 hours) depending on the utility's operational needs.

SpryIDM processes and stores these interval readings for a variety of purposes, including:

- Display interval data in applications such as SpryCIS and SpryEngage.
- Detect specific consumption events, such as potential leaks or unusual consumption spikes.
- Provide consumption forecasting.

Additionally, the client is encouraged to provide historical interval data for all available years or any relevant period, although this data is optional. When available, it is utilized by SpryIDM to enhance usage forecasting and other calculations, ensuring accurate alignment with the client's operational needs.

ESRI ArcGIS - GIS

SpryCIS and SpryMobile have standard Web Map Services (WMS) integration capabilities which support integration with ESRI ArcGIS WMS layers. This allows administrators to point SpryCIS/SpryMobile to existing WMS services and configure the display of WMS layers on maps within the SpryPoint applications. This capability is dependent on the client having access to WMS services.

SpryCIS also supports user definition of GeoJSON data layers from SpryCIS for display in GIS. These GeoJSON layers may be defined during implementation or afterward using a configurable interface.

Examples of GIS data layers which may be configured using this feature include:

- Meter information
- Streets and other selected layers
- Premise and parcel information.
- Service locations (includes pseudo addresses for such items as irrigation meters)
- Meter location coordinates
- Ownership layer

GIS administrators can access and export data from SpryCIS using built-in report tools such as Metabase.

Apex Bill Print

SpryPoint will create and manage the bill template and collections letters as part of the project. Requirements from Apex Bill Print will be provided for SpryPoint to facilitate the design of the bill template and collection letters. SpryPoint will build the template and letters based on the requirements of both the City of Plymouth and Apex Bill Print, to be mutually agreed upon by all parties. SpryPoint will create a collated PDF file upon bill generation and processing collections batches. This PDF file can automatically be uploaded to an SFTP, if configured.

SpryPoint can be configured to also include a text-based bill export metadata file if Apex Bill Print requires it.

SpryPoint natively supports paperless billing and the display of statement PDFs in SpryEngage. This piece does not require an integration with Apex Bill Print.

SpryPoint includes bill PDF generation in the project cost. If Apex Bill Print would like to generate the bill PDFs instead of SpryPoint, that would need to be discussed and scoped further. It is typically not recommended, unless the Apex Bill Print can provide the PDFs back to SpryPoint in a timely manner, to allow for display in the customer portal.

Various Payment Import Files

SpryCIS includes a standard feature for file-based payment import, offering support for configuring payment file formats, including both fixed-width and delimited types like comma-separated values (CSV). This feature provides the ability to accommodate

various lockbox/payment import processes without needing additional development. Users can upload payment files in SpryCIS either manually through the user interface, or by using an API call.

This process is typically used for the following types of third party remittance providers:

- Lockbox payments
- Drop-box
- Mail-in payments received by the utility

For Carlsbad, this will support the following integrations:

- Mailed in payments to a lockbox in Portland. US Bank sends an electronic file.
- BCP (customer's bank to Carlsbad)
- Drop Box - processed in batches over the counter by cashiers

Note: this does not include payments made via IVR or online. Those payments will flow into SpryCIS in real-time via InvoiceCloud and Selectron API integrations.

*Note: In the event additional work or development is required to support integrations with third party applications and **SpryPoint Service(s)**, it is outside the scope of this Project. Some examples are configuration in a third-party application, the need for a third party to add information to an API, etc. Changing integrations for alternative integrations may be for zero dollar Change Orders, by reallocating the budget for the included integrations.*

5.2. Enhancements

The following enhancements are in scope per the Functional Requirements Proposal Document:

RFP #	Business Area	Functional Area	Use Case	Requirement
1394	Utility Billing	Customer Portal	Manage rebates	Ability to limit rebate requests to customers that are in good standing.

1395	Utility Billing	Customer Portal	Manage rebates	Ability to show different rebates by customer type (e.g., residential vs. commercial).
1435	Utility Billing	Delinquency	Manage delinquencies	Ability to limit the number of penalties waived over a user-defined period
1453	Utility Billing	Device Management	Read a meter	Ability to change meter reading routes in mass for reengineering routes to read meters more efficiently.
1454	Utility Billing	Device Management	Read a meter	Ability to reassign all services for a specific account at once from one meter reading route to another user-specified meter reading route.

6. Travel

Reimbursable expenses include out-of-pocket expenses for travel. In the event SpryPoint staff are required to travel onsite, the **Client** agrees to reimburse SpryPoint for its travel expenses per the following:

- Meals are covered as a per diem of \$75 per day (no receipts provided)
- All other travel expenses, including but not limited to, airfare, hotel, parking, car rental, taxi, mileage, gas, and tolls will be reimbursed at the actual amount without markup. Receipts will be provided for these types of expenses.
- SpryPoint agrees no travel shall be booked without the written approval of the **Client**. In the event approved travel is booked and the **Client** cancels, less than 30 days in advance, the **Client** agrees to reimburse any incurred expenses that are not refundable or cannot be used as a credit at a later date. SpryPoint will seek refund or credit when travel is cancelled by Client before reimbursement is due.

7. Project Assumptions

The following project assumptions apply to this Project. A material deviation from the assumptions may cause changes to Client's performance requirements or schedule or SpryPoint's schedule, fees, or otherwise impact SpryPoint'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.

7.1. General Assumptions

1. The **Client** will strive to minimize the impact of competing initiatives within the organization that may have a negative impact on the Project, acknowledging that this Project fits within the overall Workday implementation being performed by Strada.
2. All prices are quoted in US Dollars and do not include any applicable taxes.
3. Prompt decision-making and problem resolution will be required to achieve an on-time, on-budget Project completion.
4. The **Client** and **SpryPoint** understand the Project scope and Project timelines and agree to communicate and adhere to those objectives, thus setting the proper expectation level.
5. All changes to the SOW shall be managed in accordance with the agreed upon Change Order Process.
6. The **Client** will make resources available to assist with data extraction, data mapping, and preliminary data validation during the conversion efforts per the table in Section 3.8.5.
7. **SpryPoint** will provide the necessary number of staff, including as described in the detailed Project Schedule and the staffing matrix, with the appropriate skills and experience to lead each workshop, analytical session, or other review activities, whether onsite or conducted remotely.
8. If on-site activity is required and travel is agreed in writing by Client, the **Client** will provide workspace for each **SpryPoint** consultant. Breakout and conference space will also be provided if required.
9. If training is completed on-site, adequate training space will be provided by the **Client** to train end users. The training room(s) will include computers for each end-user being trained.
10. The **Client** will ensure Project Team members are available for meetings with 24-hour notice on business days, when possible, workshops, discussions, and conference calls upon request by **SpryPoint**. Project Team members will respond to information requests by **SpryPoint** staff.
11. Whenever possible, the Project Team may consider alternative meeting options such as Zoom and Conference Calls.
12. Both parties agree to work a reasonable number of added hours (when required) to help complete Project deliverables and Project timelines as agreed upon by both Project Managers subject to the roles in Section 4.3 for Client.
13. **SpryPoint** will assume responsibility for the successful completion of this SOW.
14. **SpryPoint** will assume overall responsibility for conducting all Project related administration activities including the development and administration of a work plan that clearly indicates all the **Client** tasks and responsibilities.
15. **SpryPoint** is responsible for the initial deployment, configuration, and testing of environments of the system to support training, development, testing, etc.



16. The **Client** is willing to implement **SpryPoint**'s "Best Practices" to minimize the need for software customizations within reason.

7.2. System Testing Assumptions:

1. **SpryPoint** and the **Client** will jointly develop all test plans outlining the testing approach, methods, data, and participants.
2. The **Client** will review, participate in, and complete testing activities under the direction of **SpryPoint** as outlined in the sections above in this document.
3. **SpryPoint** will provide resources for product fixes resulting from errors identified during the system testing process.
4. **SpryPoint** will deliver the completed **SpryPoint** Service to the **Client** for review and acceptance.
5. The **Client** will be responsible for signing off on testing results.

7.3. Training Assumptions:

1. The **Client** is responsible for prerequisite education and training such as basic PC skills and fundamental business process knowledge.
2. **SpryPoint** will provide standard training materials which will be provided in pdf form. There is also online knowledge base to be used as supplemental material. The **Client** may use these training materials for any subsequent training classes, including during the term of the Services.
3. The **Client** will provide users with specific times to participate in the required training.
4. The **Client** has the facilities and will provide the necessary logistics support for all training sessions including training rooms, training workstations, and any other necessary training supplies needed.
5. The **Client** will ensure end-user attendance during training.
6. The **Client** will schedule and promote user practice sessions, to ensure use of the system after training is completed.

7.4. Production Readiness and Cutover Assumptions:

1. The **Client** will be responsible for conducting an acceptance test of the completed Service as delivered by **SpryPoint**, at the completion of the testing activities.
2. **SpryPoint**, with assistance of the **Client**, will develop a mutual agreement regarding the Go-Live Cutover Plan and schedule.
3. **SpryPoint**, with assistance of the **Client**, will stage all aspects of the Service in preparation for production cutover.



4. **SpryPoint**, with assistance of the **Client**, will conduct production cutover activities.

8. Appendices

8.1. Definitions

In addition to the definitions contained elsewhere in this SOW, the terms in the table below are defined using the associated descriptions whether used in capitalized or lower case in this SOW.

Definition/Term Name	Definition/Term Description
Acceptance Testing	Acceptance testing is the Client's validation to ensure top-to-bottom functional stability and adherence to existing business requirements and business processes. Testing will be in several phases, including, but not limited to, Functional Testing, Bill Validation Testing, Integration Testing, User Acceptance Testing.
Acceptance	Acceptance is defined as information, documentation, development, or any other object(s) approved and signed off by the Client
Agreement Date	The date on which both the Client and SpryPoint have both executed the MSA which includes this SOW.
Business Day	A regular workday (Monday through Friday – non-holidays or emergency days) as defined by the Client's business calendar.
Business-critical Report	A business-critical report is one that is identified as being needed to complete any business processes or reports required to run the business of the Client .
Business Process Design	Business Process Design outlines how the system functionality will meet the requirements of the Client's future state processes. This design work will address operational and organizational changes required to implement the proposed solution. This typically occurs during the Analysis phase of the Project.

Business Process	A defined series of procedures that will identify and document process steps and system transactions. Business Process documentation can be used to facilitate testing and training.
Bi-Monthly	The activity will happen every other week.
Bi-Weekly	This activity will happen twice a week.
Calendar Day/Days	A 24-hour period—typically starting at midnight.
Change	A request by the Client to add new requirements to the scope of the Project or by either party for additions, deletions, or modifications to the services or software described in this SOW. This could be in the form of an enhancement, additional services, new integration, etc. All Changes to the SOW must be agreed upon by the parties in a Change Order Form and evidenced in a written instrument signed by the parties' authorized representatives (which is the Change Order).
Change Order Process	The process used when a Change of scope is identified. This process may or may not have monetary costs and implementation schedule impacts associated with it.
Configuration	Process of performing table updates and algorithm changes to the Service(s) to have the Service(s) perform the Client's specific user requirements. Configuration does not require programmatic software changes.
Critical Path Date	A Critical Path Date is a key milestone or deadline tied to tasks that directly impact the overall project timeline. Delays to Critical Path Dates may impact subsequent phases or the overall delivery timeline. These dates are actively managed to ensure timely progress and alignment across workstreams.
Cutover	Includes all activities required to prepare the Service(s) for the transition of the new SpryPoint Service(s) to production processing. The activities will include ensuring security setup, establishing user profiles, closing out pending data in the legacy system, manual data conversions when required, system access

	rollout to end users, and other activities that SpryPoint and the Client deem necessary.
Data Acceptance Testing (DAT)	Testing performed by the Client Subject Matter Experts after each data conversion iteration. During DAT, the Client not only verifies the Client Data migrated, but also validates that the Client Data may be inquired and reported upon. This can be done through a variety of queries, reports and visual confirmation.
Data Mapping	The process of assigning source system data elements to target data elements in the System Data Model for purpose of conversion.
Data Model	Conceptual description of data objects, their attributes, and the relationships between them.
Defect	A failure of the Service 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. Defects that are found during testing are identified in the Issues Log established for the Project. All defects must be categorized based on the severity descriptions in Section 3.12.4.
Delivery	Defined as information, documentation or an approved object provided to the Client for review, feedback and/or acceptance.
Exit Criteria	The completion criteria agreed to by the parties to complete a group (iteration) of project tasks. As identified in the Milestone deliverables table.
Functional Test	Singular test of an object, such as a screen, report, or batch program or enhancement. These tests will focus on specific functions.
Go-Live	The date the SpryPoint Service is used in production use by Client for conducting business.
Interface	Passing of data between two separate and distinct systems; can be accomplished in real-time (via API) or batch mode.
Integration Test	The integration testing will utilize formal test plans and scripts that will define how to test a singular feature and business process based

	on pre-defined expected results. Integration tests are formal in nature, cover multiple scenarios of a feature and process, and are based on the variations of the Client's business.
Legacy CIS or system	References the Client's old Customer Information System, that is being replaced.
Bill Validation Testing	This testing focuses on bill comparisons and validation between the legacy system and SpryCIS. The purpose of this testing is another method to ensure configurations are setup correctly, data has imported correctly and there are no impacts on the Client revenue at the time of Go-Live.
Organizational Change Management (OCM)	The activities, events, processes, and procedures that are employed for handling transformation from one system environment to another; this relates mainly to the people and business processes.
Metabase	The out-of-the-box tool provided to build and deliver reports and dashboards, which forms part of the Service.
Price	The total cost for implementation & expenses to deliver the SpryPoint Service(s) as noted in this SOW.
Project	The completion conversion of the Client's Legacy CIS over to the SpryPoint Service(s) as agreed upon as part of the SOW and Price.
Project Infrastructure	The tools used to manage and monitor the Project.
Project Schedule	The written schedule that outlines timeline of the Project to deploy the SpryPoint Service for Client as mutually agreed by the Project team in accordance with this SOW including the written timeline for the Project, including each phase and the Key Project Dates.

Quality Assurance	The process of verifying that the proper processes and procedures have been adhered to on the Project from a methodology as well as project management perspective and that the deliverables produced on the project have included the appropriate content and meet expectations.
Script Testing	Testing using a pre-determined script or set of instructions. Testing can be either manual or automated work.
SpryPoint Functionality	The generally available functionality of the SpryPoint Service.
SpryPoint Service or Service	The SpryPoint Service or Service includes all services as defined in Exhibit A to the MSA as referenced in this Statement of Work.
Templates	Templates refer to the standard format of various project documents that SpryPoint will provide as a starting point and will be modified to address the specifics of this Project. Examples include Training Plan, Test Plan, Conversion Plan, etc.
Test Matrix	A worksheet that identifies accounting periods, account numbers, financial transactions and other expected results for testing purposes.
Test Plan	Document that outlines a strategy or approach for testing. A Test Plan describes key setup issues, dependencies, and other general factors.
Test Scripts	A series of actions, functions, scenarios, or commands documented for execution during various phases of testing.
User Acceptance Test	Final testing led by the Client , where SpryPoint is available for assistance, as required. This testing is typically scenario based and ensures that the SpryPoint Service(s) are configured to meet all of agreed upon business processes.
Waterfall Methodology	Waterfall methodology is a project management approach where a project is completed in stages, with each phase (Analysis, Configuration, Test, Deploy, Operate) take place in a specific order.



	Each phase builds on the previous one, and the project progresses step by step through its lifecycle.
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9. Attachment 1

9.1. Pricing and Milestone Schedule

SpryPoint shall provide to Client the services as set forth herein on a fixed fee basis. Client shall pay to SpryPoint the services fees that are earned by SpryPoint in connection with the provision of the services in accordance with this SOW and the MSA and the SpryPoint-provided invoice. Travel expenses may only be invoiced if approved in advance and subject to the terms set forth above. 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.

A deliverable/milestone is considered complete for purposes of payment when all of the activities have been completed for such milestone, and all of the deliverables for such milestone have been delivered, and such deliverable/milestones have been accepted, unless Client otherwise agrees in writing.

Invoicing will occur only upon completion of the deliverable/milestone. Completion of Milestone timing forecast will be included in the detailed Project Schedule. Payment is due per the terms of the MSA unless otherwise mutually agreed to.

The table below details the monetary amounts expressed as US Dollars.

9.2. Retainage Collection

Retainage of 10% of each invoice will be applied to each invoice during the project. The retained amounts will be invoiced by SpryPoint based on the following criteria:

- 50% release of retainage to date upon successful completion of Go Live as defined in section 3.10.8
- 25% release of retainage to date upon the completion of the transition to Customer Success as noted in section 3.11.2
- 25% (or remaining amount) on Project Close Out as noted in section 3.11.3

9.3. Milestone Schedule

Milestones							
No.	Phase	<u>Milestone Name</u>	<u>Milestone Description</u>	<u>Total Amount</u>	<u>Retainage Amount</u>	<u>Invoice Amount</u>	<u>Deliverable No.</u>
1	Project Management	PM Month 1	PM activities per the SOW	\$8,550.00	\$855.00	\$7,695.00	-
2	Project Management	PM Month 2	PM activities per the SOW	\$7,125.00	\$712.50	\$6,412.50	-
3	Project Management	PM Month 3	PM activities per the SOW	\$7,125.00	\$712.50	\$6,412.50	-
4	Project Management	PM Month 4	PM activities per the SOW	\$5,700.00	\$570.00	\$5,130.00	-
5	Project Management	PM Month 5	PM activities per the SOW	\$5,700.00	\$570.00	\$5,130.00	-
6	Project Management	PM Month 6	PM activities per the SOW	\$5,700.00	\$570.00	\$5,130.00	-
7	Project Management	PM Month 7	PM activities per the SOW	\$5,700.00	\$570.00	\$5,130.00	-
8	Project Management	PM Month 8	PM activities per the SOW	\$5,700.00	\$570.00	\$5,130.00	-
9	Project Management	PM Month 9	PM activities per the SOW	\$5,700.00	\$570.00	\$5,130.00	-
10	Project Management	PM Month 10	PM activities per the SOW	\$5,700.00	\$570.00	\$5,130.00	-
11	Project Management	PM Month 11	PM activities per the SOW	\$5,700.00	\$570.00	\$5,130.00	-
12	Project Management	PM Month 12	PM activities per the SOW	\$5,700.00	\$570.00	\$5,130.00	-
13	Project Management	PM Month 13	PM activities per the SOW	\$5,700.00	\$570.00	\$5,130.00	-
14	Project Management	PM Month 14	PM activities per the SOW	\$5,700.00	\$570.00	\$5,130.00	-
15	Project Management	PM Month 15	PM activities per the SOW	\$5,700.00	\$570.00	\$5,130.00	-

16	Pre-Project Initiation	Project Kickoff	Complete the following Deliverables: - Mobilize Project Team - Conduct Project Kickoff - Prepare project infrastructure - SFTP set up -Detailed Analysis Workshop schedule complete	\$760.00	\$76.00	\$684.00	PI1, PI2, PI3, PI4, PI5, PI9, PI11, PI13
17	Pre-Project Initiation	Environment Deployment	Complete the following deliverables: - Staging and Prod environments setup with one client user setup	\$1,520.00	\$152.00	\$1,368.00	PI7
18	Analysis	Foundation Training	Complete the following deliverables: - System Overview Training	\$760.00	\$76.00	\$684.00	A1
19	Analysis	Analysis Workshops 1	Complete the following deliverables: - Workshop questionnaires - Customer Care Analysis Workshops - Premises Analysis Workshops	\$4,560.00	\$456.00	\$4,104.00	A2, A4

20	Analysis	Analysis Workshops 2	Complete the following deliverables: - Billing Analysis Workshops - Payments Analysis Workshops - Collections Analysis Workshops	\$4,560.00	\$456.00	\$4,104.00	A2, A4
21	Analysis	Analysis Workshops 3	Complete the following deliverables: - Bill Template Analysis Workshop - Finance & Admin Analysis Workshop	\$4,560.00	\$456.00	\$4,104.00	A2, A4
22	Analysis	Analysis Workshops 4	Complete the following deliverables: - SpryEngage Workshop	\$3,040.00	\$304.00	\$2,736.00	A2, A4
23	Analysis	Analysis Workshops 4	Complete the following deliverables: SpryBackflow Workshop	\$3,040.00	\$304.00	\$2,736.00	A2, A4
24	Analysis	Analysis Report Delivery	Complete the following deliverables: - Deliver Analysis Report to client for review	\$2,850.00	\$285.00	\$2,565.00	A6

25	Analysis	Analysis Report Signoff	Complete the following deliverables: - Analysis Report Updates - Analysis Report Review & Approval	\$1,710.00	\$171.00	\$1,539.00	A7, A8
26	Analysis	Analysis Workshop - Integrations & Enhancements	Complete the following deliverables: - Analysis workshop for integrations & enhancements	\$1,900.00	\$190.00	\$1,710.00	A2, A4
27	Analysis	Analysis Workshop - Reporting	Complete the following deliverables: - Analysis workshop for reports	\$1,140.00	\$114.00	\$1,026.00	A2, A4
28	Analysis	Report & Dashboard Plan	Complete the following deliverables: - Deliver Report & Dashboard Plan	\$1,900.00	\$190.00	\$1,710.00	A14
29	Analysis	Security Plan & Test Plan	Complete the following deliverables: - Deliver Security Plan - Deliver Test Plan	\$1,900.00	\$190.00	\$1,710.00	A12, A9

30	Analysis	Training Plan	Complete the following deliverables: - Deliver Training Plan	\$4,750.00	\$475.00	\$4,275.00	A10
31	Analysis	Data Conversion Strategy	Complete the following deliverables: - Data Conversion Strategy	\$5,700.00	\$570.00	\$5,130.00	A11
32	Analysis	OCM Plan Delivered	Complete the following deliverables: - OCM Overview Presentation / Discovery - OCM Plan	\$760.00	\$76.00	\$684.00	A15, A16
33	Configuration	Configuration 1	Complete the following deliverables: - Hold configuration workshops - Initial setup decisions in configuration Workbook updates for the following workbook tabs: 1. Enable Services 2. Aging 3. GL Account Structure 4. GL Accounts 5. Billing Cycles 6. Penalty Type - Configuration in staging environment	\$4,750.00	\$475.00	\$4,275.00	C1, C2, C4,



34	Configuration	Configuration 2	Complete the following deliverables: - Initial setup decisions in configuration Workbook updates for the following workbook tabs: 1. Receivable Types 2. Revenue Months 3. Billing Periods 4. Default GI Accounts 5. Services Types - Configuration in staging environment	\$4,750.00	\$475.00	\$4,275.00	C1, C2, C4
35	Configuration	Configuration 3	Complete the following deliverables: -Initial setup decisions in configuration Workbook updates for the following workbook tabs: 1. Rate Schedule 2. Meter Size Rate Detail 3. Tax schedules - Configuration in staging environment	\$4,750.00	\$475.00	\$4,275.00	C1, C2, C4



36	Configuration	Configuration 4	Complete the following deliverables: Workbook updates for the following workbook tabs: 1. Account Statuses 2. Customer Statues 3. Premise Statues 4. Account Types 5. Premise Types 6. Equipment Location Types 7. Routes 8. Water Meter Configurations 10. Charge Types 11. Deposit Types 12. Credit Memo Type 13. Global Config 14. Measurement Types - Configuration in staging environment	\$4,750.00	\$475.00	\$4,275.00	C1, C2, C4
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37	Configuration	Configuration 5	Complete the following deliverables: -Initial setup decisions in configuration Workbook updates for the following workbook tabs: 1. Collections Media 2. Collections Routine 3. New Item Categories 4.City Setup 5. Equipment Categories 6. Equipment Type 7. Tender Type 8. Payment Sources - Configuration in staging environment 9. Bill Statements & Collection Letters	\$4,750.00	\$475.00	\$4,275.00	C1, C2, C4, C7
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38	Configuration	Configuration 6	Complete the following deliverables: -Initial setup decisions in configuration Workbook updates for the following workbook tabs: 1. Auto number configuration 2. Business Hours 3. Dashboard Configuration 4. Denomination Configuration 5. Holiday Calendar 6. Billing Validation Rules 7. Budget Billing Types 8. Billing Agreement Add-ons (if applicable) 9. Summer Sewer Configuration - Configuration in staging environment	\$4,750.00	\$475.00	\$4,275.00	C1, C2, C4, C7
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39	Configuration	Configuration 7	Complete the following deliverables: - Initial setup decisions in configuration Workbook updates for the following workbook tabs: 1.Payment File Format 2. Pre-authorized Payment 3. Alternate ID Types 4. Relationship Types 5. Deposit Interest Schedules 6. Districts 7. Exemption Reasons 8. Move In Request Types 9. Move Out Request Types - Configuration in staging environment	\$4,750.00	\$475.00	\$4,275.00	C1, C2, C4
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			Complete the following deliverables: - Initial setup decisions in configuration Workbook updates for the following workbook tabs: 1. Dispute Types 2. Dispute Resolution Types 3. Write Off Types 4. Bankruptcy Types 5. Service Order Actions 6. Service Order Types 7. Communication Message 8. Auto Reply Rules 9. Statement Message 10. Estimation Algorithms 11. Meter Reading Code Mappings - Configuration in staging environment				
40	Configuration	Configuration 8		\$4,750.00	\$475.00	\$4,275.00	C1, C2, C4
41	Configuration	Configuration 10	Complete the following deliverables: - First 50% - SpryEngage Initial Configuration & ready for client testing	\$9,500.00	\$950.00	\$8,550.00	C1, C2, C4

42	Configuration	Configuration 11	Complete the following deliverables: - Remaining 50% SpryEngage Initial Configuration & ready for client testing	\$9,500.00	\$950.00	\$8,550.00	C1, C2, C4
43	Configuration	Configuration 13	Complete the following deliverables: - First 50% - SpryMobile Initial Configuration & ready for client testing	\$6,080.00	\$608.00	\$5,472.00	C1, C2, C4
44	Configuration	Configuration 14	Complete the following deliverables: - Remaining 50% SpryMobile Initial Configuration & ready for client testing	\$6,080.00	\$608.00	\$5,472.00	C1, C2, C4
45	Configuration	Data Mapping	Complete the following deliverables: -Initial completion of data mapping workbook	\$7,600.00	\$760.00	\$6,840.00	C10
46	Configuration	Data Extraction	Complete the following deliverables: -Data Extraction from legacy system	\$5,700.00	\$570.00	\$5,130.00	C11

47	Configuration	Data Iteration 1.0	Complete the following deliverables as required for Data Iteration 1: - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment - Data Acceptance Checklist Template	\$5,000.00	\$570.00	\$5,130.00	C15, C12, C13, C14, C18
48	Configuration	Data Iteration 1.1	Complete the following deliverables as required for Data Iteration 1.1: - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment"	\$3,800.00	\$380.00	\$3,420.00	C12, C13, C14, C19, C20, C21, C18



49	Configuration	Data Iteration 2.0	Complete the following deliverables as required for Data Iteration 2: - Complete any data mapping updates - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment	\$3,800.00	\$570.00	\$5,130.00	C12, C13, C14, C19, C20, C21, C22, C18
50	Configuration	Data Iteration 2.1	Complete the following deliverables as required for Data Iteration 2.1: - Complete any data mapping updates - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment	\$3,000.00	\$380.00	\$3,420.00	C12, C13, C14, C19, C20, C21, C18



51	Configuration	Data Iteration 2.2	Complete the following deliverables as required for Data Iteration 2.2: - Complete any data mapping updates - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment	\$2,200.00	\$380.00	\$3,420.00	C12, C13, C14, C19, C20, C21, C18
52	Configuration	Data Iteration 3.0	Complete the following deliverables as required for Data Iteration 3: - Complete any data mapping updates - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment	\$3,800.00	\$380.00	\$3,420.00	C12, C13, C14, C19, C20, C21,, C18



53	Configuration	Data Iteration 3.1	Complete the following deliverables as required for Data Iteration 3.1: - Complete any data mapping updates - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment	\$3,000.00	\$380.00	\$3,420.00	C12, C13, C14, C19, C20, C21, C18
54	Configuration	Data Iteration 4.0	Complete the following deliverables as required for Data Iteration 4: - Complete any data mapping updates - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment	\$2,000.00	\$380.00	\$3,420.00	C12, C13, C14, C19, C20, C21, C18

55	Configuration	Integration - ERP (GL & AP)	Complete the following deliverables: - Integration in staging environment and ready for testing	\$6,080.00	\$608.00	\$5,472.00	C6A, C6B
56	Configuration	Integration - ESRI GIS (ArcGIS)	Complete the following deliverables: - Integration in staging environment and ready for testing	\$1,520.00	\$152.00	\$1,368.00	C6A, C6B
57	Configuration	Integration - Itron Meters	Complete the following deliverables: - Integration in staging environment and ready for testing	\$6,080.00	\$608.00	\$5,472.00	C6A, C6B
58	Configuration	Integration - Bill Print (Apex)	Complete the following deliverables: - Integration in staging environment and ready for testing	\$6,080.00	\$608.00	\$5,472.00	C6A, C6B
59	Configuration	Integration - Various Payment Import Files	Complete the following deliverables: - Integration in staging environment and ready for testing	\$4,560.00	\$456.00	\$4,104.00	C6A, C6B

60	Configuration	Ability to limit rebate requests to customers that are in good standing.	Complete the following deliverables: - Enhancement in staging environment ready for client review & testing	\$7,600.00	\$760.00	\$6,840.00	C6A, C6B
61	Configuration	Enhancement - Ability to show different rebates by customer type (e.g., residential vs. commercial).	Complete the following deliverables: - Enhancement in staging environment ready for client review & testing	\$7,600.00	\$760.00	\$6,840.00	C6A, C6B
62	Configuration	Enhancement - Ability to limit the number of penalties waived over a user-defined period	Complete the following deliverables: - Enhancement in staging environment ready for client review & testing	\$4,560.00	\$456.00	\$4,104.00	C6A, C6B
63	Configuration	Enhancement - Ability to change meter reading routes in mass for reengineering routes to read meters more efficiently.	Complete the following deliverables: - Enhancement in staging environment ready for client review & testing	\$7,600.00	\$760.00	\$6,840.00	C6A, C6B

64	Configuration	Enhancement - Ability to reassign all services for a specific account at once from one meter reading route to another user-specified meter reading route.	Complete the following deliverables: - Enhancement in staging environment ready for client review & testing	\$3,040.00	\$304.00	\$2,736.00	C6A, C6B
65	Configuration	Reporting	Complete the following deliverables: - Updates and custom reports per the Report Plan in staging environment for client review - Metabase Training delivered	\$5,700.00	\$570.00	\$5,130.00	C23
66	Configuration	Dashboards	Complete the following deliverables: - Updates and dashboard configuration per the Report Plan in staging environment for client review	\$5,700.00	\$570.00	\$5,130.00	C23

67	Configuration	OCM Assessments Complete	Complete the following deliverables: - Risk Assessment - Sponsor Assessment - P-P-P-P Exercise - Sponsor Interview - Group Impact Assessment	\$4,940.00	\$494.00	\$4,446.00	C26, C27
68	Configuration	Core Team Training	Complete the following deliverables: - Completed training for Core team Members	\$5,700.00	\$570.00	\$5,130.00	C8
69	Test	Functional Test Cases	Complete the following deliverables : - Deliver to client out of the box Functional Test Cases (including for enhancements)	\$5,700.00	\$570.00	\$5,130.00	T4
70	Test	Integration Test Cases	Complete the following deliverables : - Deliver to client out of the box Integration Test Cases	\$5,700.00	\$570.00	\$5,130.00	T4
71	Test	User Acceptance Test Cases	Complete the following deliverables : - Deliver to client out of the box User Acceptance Test Cases"	\$3,800.00	\$380.00	\$3,420.00	T4

72	Test	Bill Validation Testing	Complete the following deliverables : - Complete Bill Validation Activities - Bill Validation report delivered to client	\$13,300.00	\$1,330.00	\$11,970.00	T6, T7, T8
73	Test	SpryMobile Training	Complete the following deliverables: - SpryPoint presentation and workbook provided - SpryMobile training delivered	\$4,560.00	\$456.00	\$4,104.00	D4
74	Test	SpryEngage Training	Complete the following deliverables: - SpryPoint presentation and workbook provided - SpryEngage training delivered	\$4,560.00	\$456.00	\$4,104.00	D4
75	Test	Tester Training	Complete the following deliverables: - User identified as Testers are trained and ready to start UAT testing	\$2,850.00	\$285.00	\$2,565.00	T1
76	Test	Functional Testing	Complete the following deliverables: - Execute Functional Testing - Functional Testing Signoff	\$13,300.00	\$1,330.00	\$11,970.00	C25, T3, T12, T13, T14, T16

77	Test	Integration Testing	Complete the following deliverables: - Execute Integration Testing - Integration Testing Signoff	\$13,300.00	\$1,330.00	\$11,970.00	T9, T10, T11
78	Test	User Acceptance Testing	Complete the following deliverables: - Execute User Acceptance Testing - User Acceptance Testing Signoff	\$5,700.00	\$570.00	\$5,130.00	T17, T18, T19, T21
79	Deploy	End User Training 1	Complete the following deliverables: - CSRs and Billing end users trained	\$4,750.00	\$475.00	\$4,275.00	D4A, D4B
80	Deploy	End User Training 3	Complete the following deliverables: - All other end users trained	\$4,750.00	\$475.00	\$4,275.00	D4A, D4B
81	Deploy	Mock Go-Live	Complete the following deliverables: - Mock Go-Live Plan provided to client for review - Mock Go- Live Scheduled	\$7600.00	\$760.00	\$6840.00	D9

83	Deploy	Go-Live	Complete the following deliverables: - Go Live Cutover Plan developed and delivered - Go/No Go Decision - Go Live Activities Completed including data conversions - Go Live Signoff - Issue Log Updated	\$28,500.00	\$2,850.00	\$25,650.00	D1, D2, D3, D10, D11, D12, D13, D14
84	Configuration	OCM Scope, Goals, and Strategy	Complete the following deliverables: - OCM Scope and Goals Summary - OCM Strategy Presentation - Customer Bill Statement - Communication Plan	\$1,900.00	\$190.00	\$1,710.00	C28
85	Operate	Post Go-Live Support Month 1	Complete the following deliverables: - Client Executing business in Production - Completed month end - Updated and prioritized punch list	\$45,600.00	\$4,560.00	\$41,040.00	O1, O2, O3, O4, O5

86	Operate	Post Go-Live Support Month 2	Complete the following deliverables: - Client Executing business in Production - Completed month end - Updated and prioritized punch list	\$22,800.00	\$2,280.00	\$20,520.00	01, 02, 03, 04, 05
87	Operate	Post Go-Live Support Month 3	Complete the following deliverables: - Client Executing business in Production - Completed month end - Updated and prioritized punch list	\$7,600.00	\$760.00	\$6,840.00	01, 02, 03, 04, 05
88	Operate	Project Close Out	Complete the following deliverables: - All contractual items delivered - All P1 and P2 items completed - Plan for any remaining punch list items - Project closeout document - All documents signed off	\$1,900.00	\$190.00	\$1,710.00	06, 07, 08, 09
TOTAL				\$520,600	\$52,060	\$468,540	-



CITY OF PLYMOUTH

RESOLUTION No. 2025-119

RESOLUTION APPROVING CONTRACT WITH SPRYPOINT FOR THE ENTERPRISE RESOURCE PLANNING SYSTEM UTILITY BILLING SOLUTION AND IMPLEMENTATION

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 SpryPoint for the utility billing solution and implementation.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the contract with SpryPoint for utility billing subscription and implementation is approved.

BE IT FURTHER RESOLVED, the amount due to SpryPoint for the first year is \$670,525, including estimated travel.

BE IT FURTHER RESOLVED that funding would come from the utility funds.

APPROVED by the City Council on this 22nd day of April, 2025.

To: Dave Callister, City Manager

Prepared by: Ben Scharenbroich, Water Resources Supervisor

Reviewed by: Michael Thompson, Public Works Director

Item: **Approve Cooperative Agreement and Sub Grant Agreement for the Plymouth Creek Stream Restoration - Dunkirk to PIC Project (WR250001)**

1. Action Requested:

Adopt attached resolution approving cooperative agreement and sub grant agreement for the Plymouth Creek Stream Restoration - Dunkirk to PIC Project (WR250001)

2. Background:

The Plymouth Creek Stream Restoration - Dunkirk to PIC Project would restore 7,000 feet of Plymouth Creek from Dunkirk Lane to 38th Avenue behind the Plymouth Ice Center. Improvements include removing accumulated sediment, improving creek bank vegetation by removing invasive species and dying trees along with planting native species, and constructing a meander of the channel near Plymouth Creek Elementary School. The project is a joint effort with Bassett Creek Watershed Management Commission (BCWMC) with the city acting as lead agency. The attached cooperative agreement and sub-grant agreement outline the responsibilities of each agency for the project. The city is scheduled to receive bids and consider awarding a construction contract in the fall of 2025. If awarded, project construction is anticipated to begin in December 2025 and extend over two winter seasons into spring 2027.

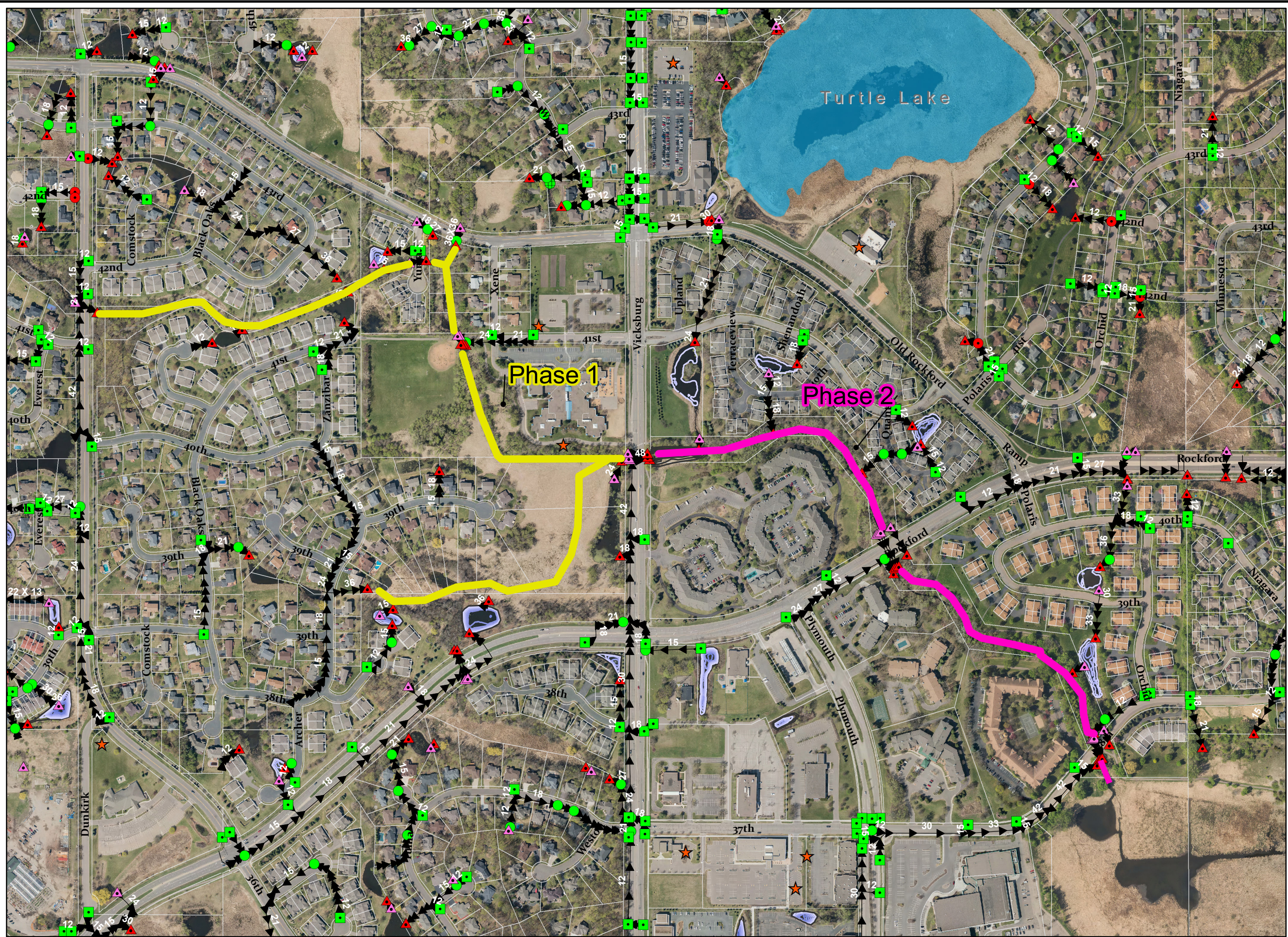
3. Budget Impact:

This project is included in the 2025-2034 Capital Improvement Plan at an estimated cost of \$2,750,000. Under the terms of the agreement, BCWMC would reimburse the city for up to \$2,600,000 in project costs.

4. Attachments:

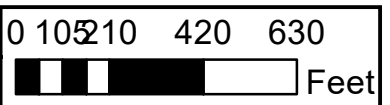
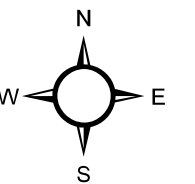
1. Location Map
2. BCWMC Plymouth Creek Stream Restoration Agreement
3. BCWMC Plymouth Creek Stream Restoration Sub-Grant Agreement
4. Agreement Appendix A
5. Sub Grant Agreement Exhibits
6. City Council Resolution 2025-120

Plymouth Creek Stream Restorations Phases



Legend

- ▲ BAP
- ▲ EAP
- Storm_CatchBasin
- Storm_Manhole
- Storm_Outlet
- Storm_Sumps
- Storm_Main
- Storm_Culvert
- Lakes
- Parcels



COOPERATIVE AGREEMENT

(Plymouth Creek Restoration Project: Dunkirk Lane to 38th Ave. N. (2025-CR-P))

This Cooperative Agreement (“**Agreement**”) is made as of this ____ day of _____, 2025 by and between the Bassett Creek Watershed Management Commission, a joint powers watershed management organization (“**Commission**”), and the City of Plymouth, a Minnesota municipal corporation (“**City**”). The Commission and the City may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

- A. The Commission adopted the Bassett Creek Watershed Management Commission Watershed Management Plan on September 17, 2015 (“**Plan**”), a watershed management plan within the meaning of Minnesota Statutes, section 103B.231.
- B. The Plan includes a capital improvement program (CIP) that lists several capital improvements including the Plymouth Creek Restoration Project: Dunkirk Lane to 38th Ave. N. (2025-CR-P) (“**Project**”).
- C. The Project is in the City of Plymouth and will be designed and constructed by the City as described in the feasibility report for the Project prepared by Barr Engineering Co., entitled *Plymouth Creek Stream Restoration Project (2025 CR-P) Feasibility Report*, dated May 2024 (“**Feasibility Report**”), which is attached hereto as Exhibit A. The Project will consist of the work identified in the Feasibility Report as Option 3a – restore all high, medium, and low priorities areas and create a meander of the stream channel in reach 2.
- D. The estimated planning level opinion of cost of the Project, including feasibility study, design, administration, and construction, is \$2,600,000 which will be funded by the Commission according to the terms and conditions of this Agreement.
- E. On September 19, 2024, the Commission adopted a resolution ordering the Project and directing that it be constructed by the City.
- F. In accordance with the Plan, the Project costs will be certified to Hennepin County (“**County**”), which will levy taxes throughout the watershed for Project costs in 2024 and 2025 for collection and settlement in 2025 and 2026, pursuant to Minnesota Statutes, section 103B.251.
- G. The City is willing to construct the Project in accordance with the terms and conditions hereinafter set forth.

AGREEMENT

In consideration of the mutual covenants and agreements hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. Project. The Project will consist of the work identified as Option 3a in the Feasibility Report, plus appendices, which includes restoring all high, medium, and low priority areas along a 7,000-foot section of Plymouth Creek from Dunkirk Avenue to 38th Avenue North, removing accumulated sediment in two areas of the creek, improving riparian vegetation by removing invasive species and dying trees and planting native species, and constructing a meander of the channel near Plymouth Creek Elementary School (in reach 2). The Project is estimated to reduce total phosphorus by 148.4 pounds per year and reduce total suspended solids 296,720 pounds per year.
2. Design and Plans; Land Use Rights. The City will design the Project and prepare plans and specifications for construction of the Project. The 50% and 90% plans and specifications shall be submitted to the Commission for approval in accordance with the Commission's CIP project review process. Throughout development of the plans, the City will use its best efforts to obtain all land use rights necessary for implementation of the Project in the form of either right-of-entry agreements or easements, as it deems appropriate. Said instruments will run in favor of the City and, accordingly, the drafting and recording of such instruments to any extent necessary will be the sole responsibility of the City. At the time of the Commission's review of the 90% plans, the City will provide a comprehensive update regarding its efforts to obtain such land use rights and any impacts such efforts have on the scope of the Project, if any, which will be reviewed by the Commission when determining whether to proceed with its approval of the 90% plans.

Any changes to the Commission-approved 90% plans and specifications must be submitted to the Commission for subsequent approval. Minor changes, however, may be approved by the City, at the recommendation of the Commission Engineer, without requiring additional approval by the Commission. For purposes of this paragraph, "minor changes" shall mean those changes to the approved plans that do not materially change either the effectiveness of the Project to meet its intended purposes, the aesthetics, form, or function of the Project, or the environmental impacts of the Project. For the avoidance of doubt, any changes to the Commission-approved 90% plans and specifications that are not considered minor changes require Commission review and approval.

3. Contract Administration. The City will advertise for bids and award contracts in accordance with the requirements of applicable law. The City will award the contract and supervise and administer the construction of the Project to ensure that it is completed in accordance with the approved plans and specifications. The contract may only be let to a responsible contractor in accordance with Minnesota Statutes, section 16C.285 and the City will require the contractor to provide all payment and performance bonds required by law. The City will further require the contractor to name the Commission as additional insured on all liability policies required by the City and the Commission shall be given the same notification of cancellation or non-renewal as is given to the City. The City will require the contractor to defend, indemnify, protect and hold harmless the Commission and the City, their agents, officers, and employees, from all claims or actions arising from negligent acts, errors or omissions of the contractor. The City will supervise the work of the

contractor. However, the Commission may observe and review the work of the Project until it is completed. The City will display a sign at the construction site stating “Paid for by the Taxpayers of the Bassett Creek Watershed.”

4. Contract Payments. The City will pay the contractor and all other expenses related to the construction of the Project and keep and maintain complete records of such costs incurred.
5. Commission Reimbursement. The Commission will use its best efforts to secure payment from the County in accordance with Minnesota Statutes, section 103B.251 in the amount of \$2,600,000 by tax levy in 2024 and 2025 for collection in 2025 and 2026. The total reimbursement paid by the Commission to the City for the Project may not exceed the total amount levied, less Commission expenses. Out-of-pocket costs incurred and paid by the Commission related to the Project including but not limited feasibility studies, publication of notices, securing County tax levy, preparation of contracts, review of engineering designs, review of proposed contract documents, grant application development, grant administration, administration of this contract, and up to a 2.5% administrative charge shall be repaid from the amount specified above from funds received in the tax settlement from the County. All such levied funds in excess of such expenses are available for reimbursement to the City for costs incurred by the City in the design and construction of the Project. Reimbursement to the City will be made as soon as funds are available, provided a request for payment has been received from the City that contains such detailed information as may be requested by the Commission to substantiate costs and expenses. The City shall complete and submit with its final reimbursement request to the Commission a final report on the Project using the Commission’s final reporting form and providing such other information as may be requested by the Commission.
6. Limits on Reimbursement. Reimbursement to the City under this Agreement will not exceed the lesser of the amount specified above (\$2,600,000) or the amount the Commission receives from the County for the Project, as contemplated herein, less any amounts retained by the Commission for Commission expenses. Reimbursement will not be increased by grants or other revenues received by the Commission for the Project. Reimbursement will not exceed the costs and expenses incurred by the City for the Project, less any amounts the City receives for the Project as grants from other sources. All costs of the Project incurred by the City in excess of such reimbursement shall be borne by the City or secured by the City from other sources.
7. Audit. All City books, records, documents, and accounting procedures related to the Project are subject to examination by the Commission and either the State Auditor or the Legislative Auditor for at least six years after completion of the Project.
8. Environmental Review. The City will perform all necessary investigations of site contamination and secure all necessary local, state, or federal permits required for the construction of the Project and will not proceed with the Project until any required environmental review and remediation of site contamination is completed or a plan for remediation is approved by appropriate regulatory agencies.
9. Ongoing Maintenance. Upon completion of the Project, the City shall be responsible for any ongoing maintenance in areas owned by the City or subject to City easements allowing for such

maintenance. In such areas, the City agrees to perform, at its cost, such maintenance as may be required to sustain the proper functioning of the improvements constructed as part of the Project for their useful life. In areas not owned by the City or not subject to City easements, the City agrees to provide property owners with a letter outlining recommended best practices and guidance for maintaining any improvements on their property (e.g. native vegetation buffers, trees, and stabilization measures). This section 9 will survive termination of this Agreement.

10. Data Practices. The City shall retain and make available data related to the Project and this Agreement in accordance with applicable laws, including, but not limited to, the Minnesota Government Data Practices Act.
11. Term. This Agreement shall be in effect as of the date first written above and shall terminate once the Project is completed and the Commission has completed its reimbursement payments to the City as provided herein.
12. Liability; Indemnification. This Agreement does not create a joint powers board or organization within the meaning of Minnesota Statutes, section 471.59. Additionally, each party agrees that it will be responsible only for its own acts and the results thereof to the extent authorized by the law and will not be responsible for the acts or omissions of the other and the results thereof. Furthermore, each party shall indemnify, defend and hold harmless the other against all claims, losses, damage, liability, suits, judgments, costs and expenses, including reasonable attorneys' fees, resulting from the alleged actions or inactions of the indemnifying party, its officers, employees, or agents. Any party seeking to be indemnified, defended, and held harmless as required herein shall provide timely notice to the indemnifying party when a claim is brought. The party undertaking the defense shall retain all rights and defenses available to the party or parties indemnified and no immunities are hereby waived that are otherwise available to the parties under law. Nothing in this Agreement shall constitute or be construed as a waiver of any exemptions or limitations on liability available to the parties under Minnesota Statutes, chapter 466 or any other law. For purposes of this Agreement and the cooperative activities contemplated herein, the parties hereto are considered a single governmental unit for purposes of total liability for damages pursuant to Minnesota Statutes, section 471.59, subd. 1a(b). This Agreement creates no right in and waives no immunity, defense or liability limitation with respect to any third party. As between the parties, only contract remedies are available for a breach of this Agreement. This section 12 will survive termination of this Agreement.
13. Entire Agreement. The above recitals and the exhibits attached hereto are incorporated in and made part of this Agreement. This Agreement contains the entire understanding between the parties regarding this matter and no amendments or other modifications of its terms are valid unless reduced to writing and signed by both parties.
14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on behalf of the parties as of the day and date first above written.

BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION

By: _____
Its Chair

And by: _____
Its Secretary

Date: _____

CITY OF PLYMOUTH

By: _____
Its Mayor

And by: _____
Its City Manager

Date: _____

EXHIBIT A
Feasibility Report

[attached hereto]

SUB-GRANT AGREEMENT

(Plymouth Creek Restoration Project: Dunkirk Ln to 38th Ave. N.)
(BWSR Clean Water Fund Grant)

THIS SUB-GRANT AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2025, by and between the Bassett Creek Watershed Management Commission, a Minnesota joint powers organization (“Commission”), and the City of Plymouth, a Minnesota municipal corporation (“City”).

WHEREAS, the Commission intends to enter into a grant agreement (the “Grant Agreement”) with the State of Minnesota (the “State”), acting through its Board of Water and Soil Resources, a copy of which is attached hereto as Exhibit A and incorporated herein and made part of this Agreement; and

WHEREAS, the Grant Agreement provides that the State will grant to Commission a sum not to exceed **\$400,000.00** to be used to perform the duties and tasks specified in the Grant Agreement related to the Plymouth Creek Restoration Project: Dunkirk Ln to 38th Ave. N. (the “Project”); and

WHEREAS, the City is responsible for constructing the Project as part of the Commission’s capital improvement program, and so the Commission will be passing the forementioned grant funds through to the City for said purpose; and

WHEREAS, the Commission and the City have agreed that the City will assume certain duties and responsibilities of the Commission under the Grant Agreement in consideration of receiving the funds provided for via the Grant Agreement and subject to the terms, conditions, and limitations set forth therein.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth herein, the parties hereto covenant and agree as follows:

1. Grant Funds. The Commission will forward to the City funds received under the Grant Agreement in conjunction with other Commission-designated Project funds, upon receipt of approved reimbursement requests and upon adherence by the City of all of its obligations hereunder.

2. City Obligations. The City will perform and satisfy certain obligations of the Commission under the Grant Agreement. Specifically, but without limiting the foregoing, the City will perform all of the following with respect to the Project and in satisfaction of Grant Agreement obligations:

- (a) The City will satisfactorily perform all elements of the Project as described in the Clean Water Fund Project Work Plan (“Work Plan”), as described in the Grant Agreement, as it may be amended, and will properly document expenses, including time and materials, in the manner expressed in the Work Plan budget, and will provide information to the Commission to aid in all required grant reporting. The Work Plan is attached hereto as Exhibit B and any amendments made thereto are incorporated in and made part of this Agreement by reference.

- (b) The City will comply with all requirements and conditions of the Grant Agreement applicable to the Project that, by their nature, must be performed by the City as the party responsible for Project implementation and that are conditions of award of funds under the Grant Agreement.
- (c) The times of performance and expiration of the City's obligations under this Agreement shall be as provided in the Grant Agreement.
- (d) The City will provide invoices for reimbursement in accordance with the requirements of the Grant Agreement.
- (e) The City will take all other actions as are needed to ensure compliance with the Grant Agreement and provide such information and assistance to the Commission as may be needed to ensure the Commission can comply with the requirements of the Grant Agreement that, by their nature, must be performed by the Commission, as sub-grantor, rather than the City.

3. City Reimbursement. The City will be reimbursed from the funds received through the Grant Agreement for eligible costs incurred in performing its obligations in accordance with this Agreement, the Work Plan, and the Cooperative Agreement entered into between the Commission and the City, which is also incorporated in and made part of this Agreement by reference. The amount of grant funds available to make reimbursement payments to the City are subject to reduction for Commission expenses and an administrative fee as provided in the Cooperative Agreement. Reimbursements will be forwarded to the City following completion of work by the City under the Work Plan from grant funds received by the Commission from the State. The City will provide such invoices or other evidence of expenses incurred as may be required by the Commission or by the State under the Grant Agreement.

4. No Assignment. The City may not assign or transfer any rights or obligations under this Agreement without the prior consent of the Commission and an Assignment Agreement executed and approved by the parties.

5. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the parties.

6. No Waiver. If the Commission fails to enforce any provision of this Agreement, such failure does not waive the provision or the Commission's right to enforce it.

7. Entire Agreement. This Agreement and the documents referenced herein contain all negotiations and agreements between the Commission and the City as it relates to the Grant Agreement and subgrant contemplated herein. No other understanding, agreements or understandings regarding the Grant Agreement, or this Agreement, may be used to bind either party.

8. Indemnification. The City will defend, indemnify and hold harmless the Commission and its officers, employees and agents from and against all claims, damages, losses and expenses,

including but not limited to attorneys' fees, arising out of this Agreement or resulting from the conduct or implementation of the Project by the City, except to the extent the claims, damages, losses and expenses arise from the Commission's own willful misconduct. Additionally, and for the avoidance of doubt, the City understands and acknowledges that the preceding sentence applies to any and all claims asserted by any party related to the City's acts or omissions associated with the Project, including, but not limited to, claims related to the City's failure to adhere to the prevailing wage requirements to any extent required and any damages, losses and expenses, including but not limited to attorneys' fees, incurred by the Commission as a result thereof. The obligations contained herein shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which otherwise exist between the Commission and the City. The provisions of this section shall survive the expiration or termination of this Agreement.

9. Audit. The City's books, records, documents and accounting procedures and practices relevant to this Agreement are subject to examination by the State of Minnesota and/or the state auditor or legislative auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

10. Data Practices. The City shall comply with applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. If the City receives a request to release data referred to in this paragraph, the City must immediately notify the Commission. The Commission will give the City instructions concerning the release of the data to the requesting party, prior to such release.

11. Workers' Compensation. The City certifies that it is in compliance with Minnesota Statutes, section 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The City's employees and agents will not be considered employees of the Commission. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of employees of the City, and any claims made by any third party as a consequence of any act or omission on the part of such employees are in no way the obligation of the Commission or the State of Minnesota.

12. Applicable Law. The law governing the obligations of this Agreement and the venue for all legal proceedings associated therewith shall be in accordance with the Grant Agreement.

13. Termination. This Agreement shall immediately terminate if the Grant Agreement is terminated in accordance with the provisions provided therein. However, the provisions in the Grant Agreement regarding Liability, State Audits, Government Data Practices, Intellectual Property Rights, and Governing Law, Jurisdiction and Venue, as incorporated herein, shall survive termination or cancellation of this Agreement.

14. Conditioned. This Agreement is conditioned on approval by the State to the extent such approval is required by the Grant Agreement or any other State policy related thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed
intending to be bound thereby.

BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION

By: _____
Its Chair

And by: _____
Its Secretary

Date: _____

CITY OF PLYMOUTH

By: _____
Its Mayor

And by: _____
Its City Manager

Date: _____

EXHIBIT A
Grant Agreement

[attached hereto]

EXHIBIT B
Work Plan

Plymouth Creek Stream Restoration Project (2025 CR-P) Feasibility Report

Plymouth, Minnesota



Prepared for
Bassett Creek Watershed Management Commission

May 2024

Appendices in Separate Document

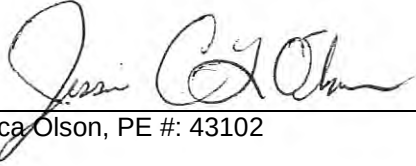
4300 MarketPointe Drive, Suite 200
Minneapolis, MN 55435
952.832.2600

barr.com



Certification

I hereby certify that this 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

A handwritten signature in black ink, appearing to read "Jessica Olson".

Jessica Olson, PE #: 43102

May 28, 2024

Date

Plymouth Creek Stream Restoration Project (2025 CR-P) Feasibility Report

May 2024

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Abbreviations

BANCS	Bank Assessment for Non-Point Source Consequences of Sediment
BCWMC	Bassett Creek Watershed Management Commission
BWSR	Minnesota Board of Water and Soil Resources
BEHI	Bank Erosion Hazard Index
CIP	capital improvement program
CSW	construction stormwater
CWA	Clean Waters Act
EAW	Environmental Assessment Worksheet
FAA	Federal Aviation Administration
IPaC	Information, Planning, and Conservation System
LGU	local government unit
LUST	leaking underground storage tank
MCBS	Minnesota County Biological Sites
METC	Metropolitan Council
MnDNR	Minnesota Department of Natural Resources
MPCA	Minnesota Pollution Control Agency
NBS	near bank stress
NHIS	Natural Heritage Information System
NRCS	Natural Resources Conservation Act
NRHP	National Register of Historic Places
NWI	National Wetland Inventory
OSA	Office of the State Archaeologist
ROW	right-of-way
PWI	public water inventory
RMP	resource management plan
SHPO	State Historic Preservation Office
SNA	scientific natural areas
TP	total phosphorus
TRPD	Three Rivers Park District
TSS	total suspended solids
USACE	U.S. Army Corps of Engineers
USFWS	U.S. Fish and Wildlife Service
WCA	Wetland Conservation Act
WMA	Wildlife Management Areas

1 Executive Summary

1.1 Background

The Bassett Creek Watershed Management Commission's (BCWMC) current Capital Improvement Program (CIP) (Table 5-3 in the 2015-2025 Bassett Creek Watershed Management Plan, as revised) includes the Plymouth Creek Stream Restoration Project from Dunkirk Lane North to 38th Avenue North behind Plymouth Ice Center (CIP 2025-CR-P). At their October 2023 meeting, the Commission approved the BCWMC Engineer's proposal to conduct a feasibility study for the Plymouth Creek Stream Restoration Project.

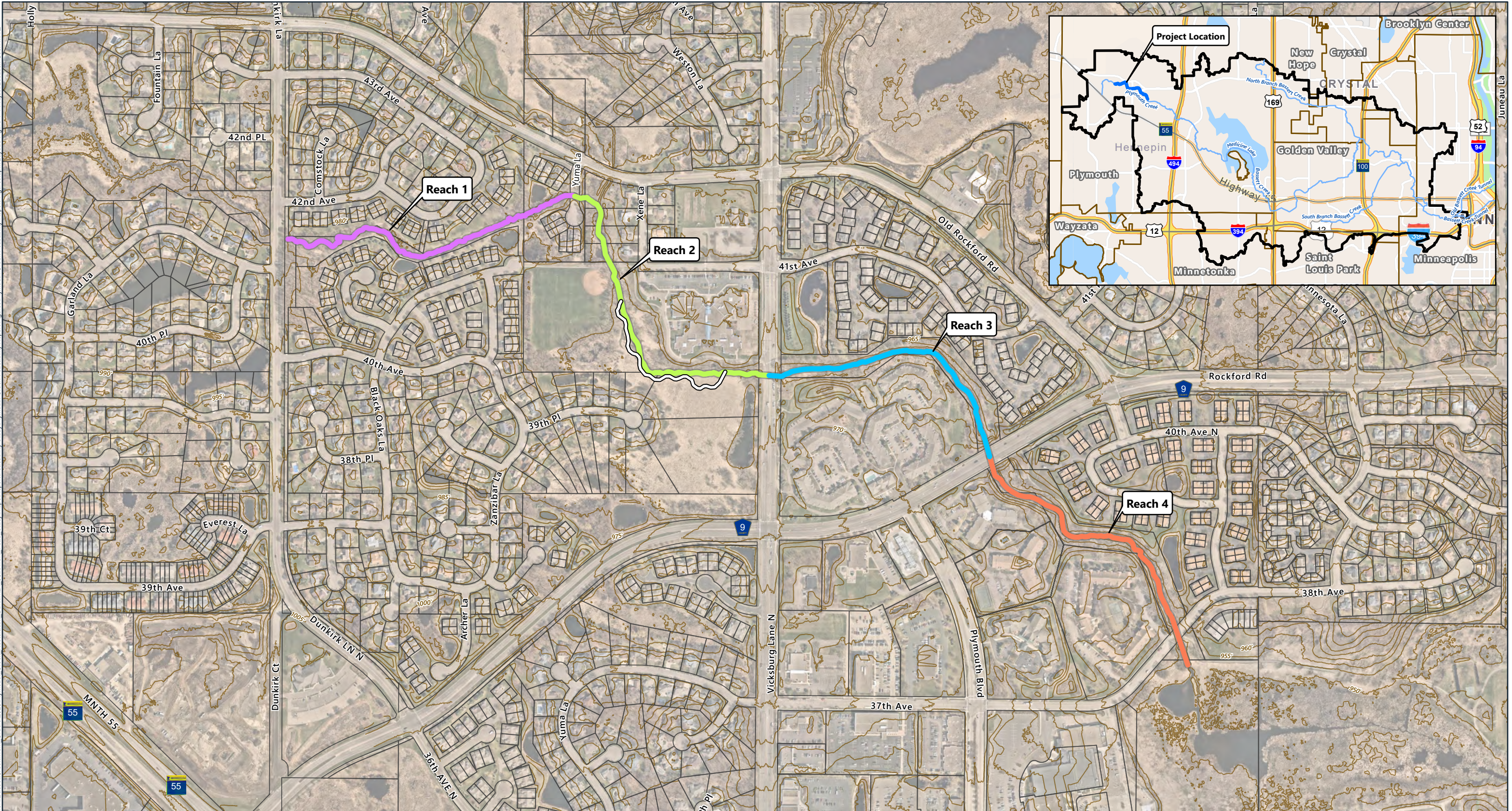
As is required for BCWMC CIP projects, a feasibility study must be completed prior to the BCWMC holding a hearing and ordering the project. This feasibility study examines methods to stabilize and restore areas of erosion within the corridor, as well as improve aquatic and riparian habitats. The Commission Engineer investigated three options during this feasibility study. The three options developed were based on restoring areas ranked low to high using prioritization metrics provided by the City of Plymouth and the Commission Engineer.

If ordered, the BCWMC will utilize the BCWMC CIP funds to implement the proposed project. The current CIP budget earmarks \$2,000,000 for this project. The source of these funds is an ad valorem tax levied by Hennepin County over the entire Bassett Creek watershed on behalf of the BCWMC. In addition to BCWMC CIP funds, Plymouth plans to seek funds from the city's capital improvement program to contribute toward project implementation.

1.2 General Description and Site Characteristics

The Plymouth Creek Stream Restoration project area is located along Plymouth Creek between Dunkirk Lane North to 38th Avenue North behind Plymouth Ice Center (Figure 1-1). The project will focus on restoring eroding streambanks and improving aquatic and riparian habitats.

The approximately 7,000-foot reach is located on a combination of privately owned and publicly owned properties. The creek generally maintains a low flow, except during severe droughts, and meanders through neighborhoods and wooded backyards, behind Plymouth Creek Elementary school, and alongside a trail owned by the City of Plymouth. Erosion of the streambanks varies along the reach from mild to very high, with eroding bank heights varying from 1.5 feet to approximately 5 feet.



The 7,000-foot reach was broken into four separate reaches for mapping purposes. Reach 1 is located between Dunkirk Avenue and Yuma Lane, Reach 2 is between Yuma Lane and Vicksburg Road, Reach 3 is between Vicksburg Road and Rockford Road, and Reach 4 is between Rockford Road and 38th Avenue (see Figure 5-1 through Figure 5-4).. An alternative option for Reach 2 that includes a new meandering channel path is shown in Figure 1-1 and Figure 5-5.

The measures identified for potential implementation consist of the following:

- o Removing trees and invasive vegetation (e.g., buckthorn) and planting native species to restore riparian areas and improve habitat
- o Incorporating a variety of stream restoration measures to reduce erosion including streambank grading for improved floodplain connectivity and stability along with vegetation establishment; hard armoring like riprap; and bioengineering techniques such as installing root wads and toe wood, coir logs, vegetated reinforced soil stabilization (VRSS), rock or log j-hook vanes and cross vanes, brush mattresses, and live stakes
- o Removing accumulated sediment in targeted areas near culvert crossings
- o Constructing a new meandering channel segment to replace a straightened segment of channel near Plymouth Creek Elementary School
- o Establishing new vegetation in areas disturbed by construction

This study identifies 26 restoration areas, defined as areas of similar erosion properties and prioritization metrics, within the approximate 7,000-foot assessed reach. The restoration areas are ranked from low to high priority. Figure 5-1 shows the potential restoration areas, and Table 5-3 details the proposed restoration methods for each area.

Depending on the option (1, 2 or 3), the estimated water quality improvements resulting from the project range from 43.6 to 148.4 pounds per year total phosphorus reductions and from 87,310 to 296,720 pounds per year total suspended solids reductions (Table 1-1 and Section 6). Tree removals also vary by option. All options presented in this study include vegetation management within the riparian zones of the proposed construction areas. Option 3 is the only alternative that includes sediment removal.

Table 1-1 Overview of Proposed Options for CIP 2025-CR-P

Option Description	Cost Estimate ^(1,4)	Annualized Cost ⁽²⁾	TP Loading		TSS Loading		Tree Loss ⁽⁵⁾
			Load Reduction (lb/yr)	Cost/lb/yr Reduced ⁽³⁾	Load Reduction (lb/yr)	Cost/lb/yr Reduced ⁽³⁾	
Option 1. High-ranked restoration areas only	\$726,000 (\$581,000–\$944,000)	\$50,000	43.6	\$1,163	87,310	\$0.57	35
Option 2. High- and medium-ranked restoration areas	\$2,066,000 (\$1,653,000–\$2,686,000)	\$145,000	148.4	\$977	296,720	\$0.49	75
Option 3. All proposed restoration areas and sediment removal	\$2,196,000 (\$1,757,000–\$2,855,000)	\$156,000	148.4	\$1,051	296,720	\$0.53	76
Option 1a. High-ranked restoration area and meander	\$1,369,000 (\$1,096,000–\$1,780,000)	\$88,000	85.2	\$1,033	170,510	\$0.52	35
Option 2a. High- and medium-ranked restoration areas and meander	\$2,360,000 (\$1,888,000–\$3,068,000)	\$162,000	148.4	\$1,092	296,720	\$0.55	71
Option 3a. All proposed restoration areas and meander	\$2,420,000 (\$1,936,000–\$3,146,000)	\$170,000	148.4	\$1,146	296,720	\$0.57	72

- (1) A Class 4 screening-level opinion of probable cost, as defined by the American Association of Cost Engineers International (AACE International), has been prepared for these options. The opinion of probable construction cost provided in this table is based on the Commission Engineer's experience and qualifications and represents our best judgment as experienced and qualified professionals familiar with the project. The cost opinion is based on project-related information available to the Commission Engineer at this time and includes a conceptual-level design of the project. It includes 20% project contingency and 30% for planning, engineering, design, and construction administration. The lower bound is assumed at -15%, and the upper bound is assumed at +30%.
- (2) Assumed to be 15% of the total project cost for annual maintenance, plus replacement cost associated with major repairs and the initial project cost distributed evenly over a 30-year project lifespan.
- (3) Annualized cost divided by estimated annual pollution load reduction.
- (4) Costs do not include easements or construction access routes
- (5) Tree loss defined as loss of healthy coniferous trees that are 4 inches in diameter or greater and deciduous trees measuring eight inches in diameter or more, excluding the following species: buckthorn, box elder, green ash, and Siberian elm.

1.3 Recommendations

The Plymouth Creek Stream Restoration Project (CIP 2025-CR-P) will improve water quality and habitat by (1) repairing actively eroding sites by stabilizing streambanks; (2) providing and improving instream and riparian habitats; and (3) preventing erosion at other sites by installing preemptive measures to protect existing streambanks. Overall, this project will reduce erosion, total suspended solids, and phosphorous loading. The project is consistent with the goals (Section 4.1) and policies (Section 4.2.5) for stream restoration and protection in the *2015-2025 BCWMC Watershed Management Plan*.

As part of the feasibility study, the Commission Engineer evaluated three restoration options for eroding areas ranked from low to high throughout the creek corridor. If funding allows, we recommend implementing Option 3—completing all proposed restoration areas of high, medium, and low priority, plus sediment removal at two sites—but this option comes at a higher cost. Therefore, if a lower-cost project is desired, we recommend implementing (at a minimum) Option 1—completing high-priority areas—and completing medium-to-low-ranked areas as the budget allows. If Option 2 or Option 3 is selected, we also recommend installing a new meander path for the segment of the channel near the Plymouth Creek Elementary School (Option 2a or 3a). Once an option is selected, we recommend that the opinion of cost identified in this study be used to develop a levy request for this project and that it proceed to the design and construction phase.

2 Background and Objectives

The *BCWMC 2015 Watershed Management Plan* (Plan) addresses restoring stream reaches damaged by erosion or affected by sedimentation (1) Section 3.4 of the BCWMC Plan describes the issue and the benefits of stream restoration, and Section 4.2.5 describes the Commission's policies related to streambank restoration and stabilization. The Plan's 10-year Capital Improvement Program (CIP) includes streambank restoration and stabilization projects.

This feasibility study follows the protocols developed by the U.S. Army Corps of Engineers (USACE) and the BCWMC for projects included in the 2009 BCWMC Resource Management Plan (RMP) (2). Although this project is not included in the RMP, it is in close proximity and similar to other RMP projects.

This study examines the feasibility of restoring sites along Plymouth Creek in Plymouth from Dunkirk Lane North to 38th Avenue North behind the Plymouth Ice Arena (see Figure 2-1 through Figure 2-4). Restoration of sites along this reach is proposed to be included as a group for design and construction in the BCWMC's 2025 CIP (2025-CR-P).

2.1 Goals and Objectives

The objective of this study is to review the feasibility of implementing measures to protect and improve Plymouth Creek, including stabilizing eroding streambanks, removing accumulated sediment, and re-establishing desirable vegetation in the riparian zone on this reach of Plymouth Creek, and to provide conceptual designs and opinions of costs of measures that could potentially be used at each of the selected erosion sites.

2.1.1 Scope

The eroded 7,000-foot reach between Dunkirk Lane and 38th Avenue North behind Plymouth Ice Arena is scheduled to be restored in the winter of 2025-2026 and potentially winter 2026-2027 as part of this BCWMC CIP project (2025-CR-P). Prior to the BCWMC holding a hearing and ordering a CIP project, a feasibility study must be completed. The purpose of this feasibility study is to identify potential stream restoration concepts along the reach.

The first major component of the feasibility study was to complete field investigations to evaluate and prioritize unstable segments of the creek within the 7,000-foot reach. The Commission Engineer conducted field investigations in the Fall of 2023, including a creek walk and tree survey. The field investigation also included a drone flight that was conducted by the City of Plymouth. During the same time frame, we also performed desktop analyses that included wetland delineations, cultural and historical assessments, and environmental review.

The Commission Engineer utilized data gathered from the field and desktop analyses to develop concept stream restoration options. This report presents the options, including an evaluation of erosion prevention; the advantages and disadvantages of each option; cost estimates; life expectancy analysis; pollutant removals and annualized pollutant reduction cost estimates; and permitting requirements.



- | | | |
|------------------------------------|-------------------------------|----------------------------------|
| ○ Creek Stationing | □ Parcel Boundary | Bank Erosion Hazard Index (BEHI) |
| ○ Significant Trees | ■ Public Parcel | — Very High |
| — Plymouth Creek | ■ Easements | — High |
| - - - Reach Breakline | Near Bank Stress Rating (NBS) | — Moderate |
| - - - Bike and/or Pedestrian Trail | — Extreme | — Low |
| — Gravity Storm Sewer | — High | |
| — Sanitary Main | — Moderate | |

0 100 200
Feet

Imagery Source: Hennepin County 2022



Existing Conditions and Erosion Extents
Reach 1
Plymouth Creek Stream
Restoration Feasibility Study
BCWMC
FIGURE 2-1

BARR

Barr Footer: ArcGIS Pro 3.1.5, 2024-05-08 13:59 File: I:\Client\BassettCreek\Work_Orders\2023\Plymouth_Creek_Restoration_Dunkirk_Ln_38thAve\N_Feat_Stud\Map\Report\Feasibility Study\Plymouth_Creek_Feasibility_Report\Figures\Reach 1 Existing Conditions and Erosion Extents User: MRO

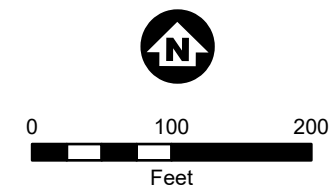




Barr Footer: ArcGIS Pro 3.1.5, 2024-05-08 13:59 File: I:\Client\BassettCreek\Work_Orders\2023\Plymouth_Creek_Restoration\BassettCreek\Map_Study\Map\Report\Figure 2-4 Existing Conditions and Erosion Extents User: MRO



- Creek Stationing
- Significant Trees
- Plymouth Creek
- - - Reach Breakline
- - - Bike and/or Pedestrian Trail
- Gravity Storm Sewer
- Sanitary Main
- Parcel Boundary
- Public Parcel
- Bank Erosion Hazard Index (BEHI)
 - Very High
 - High
 - Moderate



Imagery Source: Hennepin County 2022



Existing Conditions and Erosion Extents
Reach 4
Plymouth Creek Stream
Restoration Feasibility Study
BCWMC
FIGURE 2-4



2.1.2 Stream Restoration

The goals of the stream restoration project include the following:

- Reducing sediment loading and associated nutrient and contaminant loading to Plymouth Creek and improving downstream water quality by stabilizing eroding banks.
- Preserving natural features along Plymouth Creek and contributing to natural habitat quality and species diversity by planting native vegetation in eroded areas and areas disturbed by project construction activities.
- Preventing future channel erosion along the creek and subsequent degradation of water quality downstream by establishing a stable channel cross section and profile.
- Expanding buffers (conversion of turf grass to native plantings) adjacent to the stream on public property and on privately-owned property with willing owners.
- Enhancing buffers through removal of invasive species and replacing with native plantings adjacent to the stream on public and private property.
- Grading banks to improve channel access to floodplain

2.1.3 Considerations

- Avoid floodplain impacts; several residences are located near the creek, so it is critical that the proposed project does not increase flood elevations that impact these properties.
- Maintain existing floodplain storage by ensuring that project features do not increase flood elevations.
- Evaluate areas for sediment removal that could decrease flood potential for homes and stormwater infrastructure.
- Seek opportunities to enhance vegetation and habitat within the reach, including in riparian areas adjacent to streambank restoration areas.
- Utilize soft armoring (bioengineering) techniques as much as possible and where feasible.
- Protect adjacent utilities (sanitary and storm) and infrastructure (streets, trails, bridges).
- Improve the public's physical or visual access to the creek where it runs through public property.
- Improve the stream reach by re-establishing stream meanders.
- Evaluate existing trees to determine the benefit of preserving or removing trees to construct stream stabilization methods.

2.2 Background

2.2.1 Reach Description

This reach of Plymouth Creek (Figure 2-1 through Figure 2-4) extends approximately 7,000 feet from Dunkirk Lane North to 38th Avenue North behind Plymouth Ice Arena. The reach flows through a combination of privately owned properties and publicly owned properties, including portions of land owned by Independent School District 284. Land use immediately adjacent to most of the reach is residential.

The Commission Engineer and Plymouth staff walked the reach in November 2023 and identified 26 eroding segments. The total length of the streambank identified for restoration and stabilization is 5,030 feet on the right bank (looking downstream) and 4,730 feet on the left bank (looking downstream). Photos of each of the erosion sites are found in Appendix A. The Commission Engineer selected the restoration areas based on those deemed to be the most critical for meeting the BCWMC goals and objectives while providing a cost-effective benefit.

Streambank erosion is a natural process that occurs at some rate on all stream channels. However, the natural erosion rate can be accelerated by local and regional changes in land use and hydrology. The bank erosion and bank failures present throughout the project area appear to be caused by a combination of natural stream erosion processes, problems associated with changing watershed hydrology, direct historical impacts on the stream channel, and effects of riparian land use. The sediment load from the erosion and scour increases phosphorus loads to downstream water bodies, decreases the clarity of water in the stream, destroys aquatic habitats, increases sedimentation in downstream wetlands, and reduces the flow capacity of the channel.

Stable stream channels are often said to be in a state of “dynamic equilibrium” with their watersheds, adjusting to changes in the watershed hydrology. It may take many years or decades for a stream to fully adjust to a rapid change in watershed hydrology. The use of stormwater best management practices (BMPs) helps reduce the impact of development projects on streams. Nonetheless, development and land-use alterations fundamentally change the hydrology of the watershed. These changes to hydrology often include increased magnitude and frequency of high-flow events, which subsequently increase erosion rates.

3 Site Characteristics

3.1 Plymouth Creek Watershed

The watershed area tributary to this reach of Plymouth Creek is approximately 1,870 acres and includes land solely within the City of Plymouth. Existing land use, according to the Metropolitan Council 2020 Land Use data, includes approximately 60 percent single-family residential; 19 percent undeveloped land; 7 percent commercial/industrial; 5 percent parks and recreation; 4 percent institutional; 3 percent multifamily, and highway over the remaining land area (Figure 3-1).

3.2 Stream Characteristics

This entire project reach of Plymouth Creek (Figure 2-1) extends for approximately 7,000 feet from Dunkirk Lane North to 38th Avenue North behind Plymouth Ice Arena. The stream is relatively shallow in most places except for a few deep pools. The riparian vegetation in this reach varies depending on adjacent land use. Most of the reach is adjacent to the backyards of private residential properties and a public pedestrian trail. In residential areas, vegetation varies and generally includes turf grass, shrubs, or woods to the top of the bank. Invasive species including buckthorn, reed canary grass, and burdock are present in riparian areas throughout the project reach. The project area also includes multiple pedestrian and street crossings.

The Commission Engineer walked the entire project reach to further investigate the scale and severity of the erosion problems for this feasibility study. Throughout the field investigation, the Commission Engineer photographed and assessed erosion using the Bank Erosion Hazard Index (BEHI) method (3), which estimates a streambank's susceptibility to erosion through evaluation of multiple elements, including bank height, bank angle, root depth and density, surface vegetation, and soil type. The City of Plymouth staff also utilized drone technology to capture images of the creek reach.

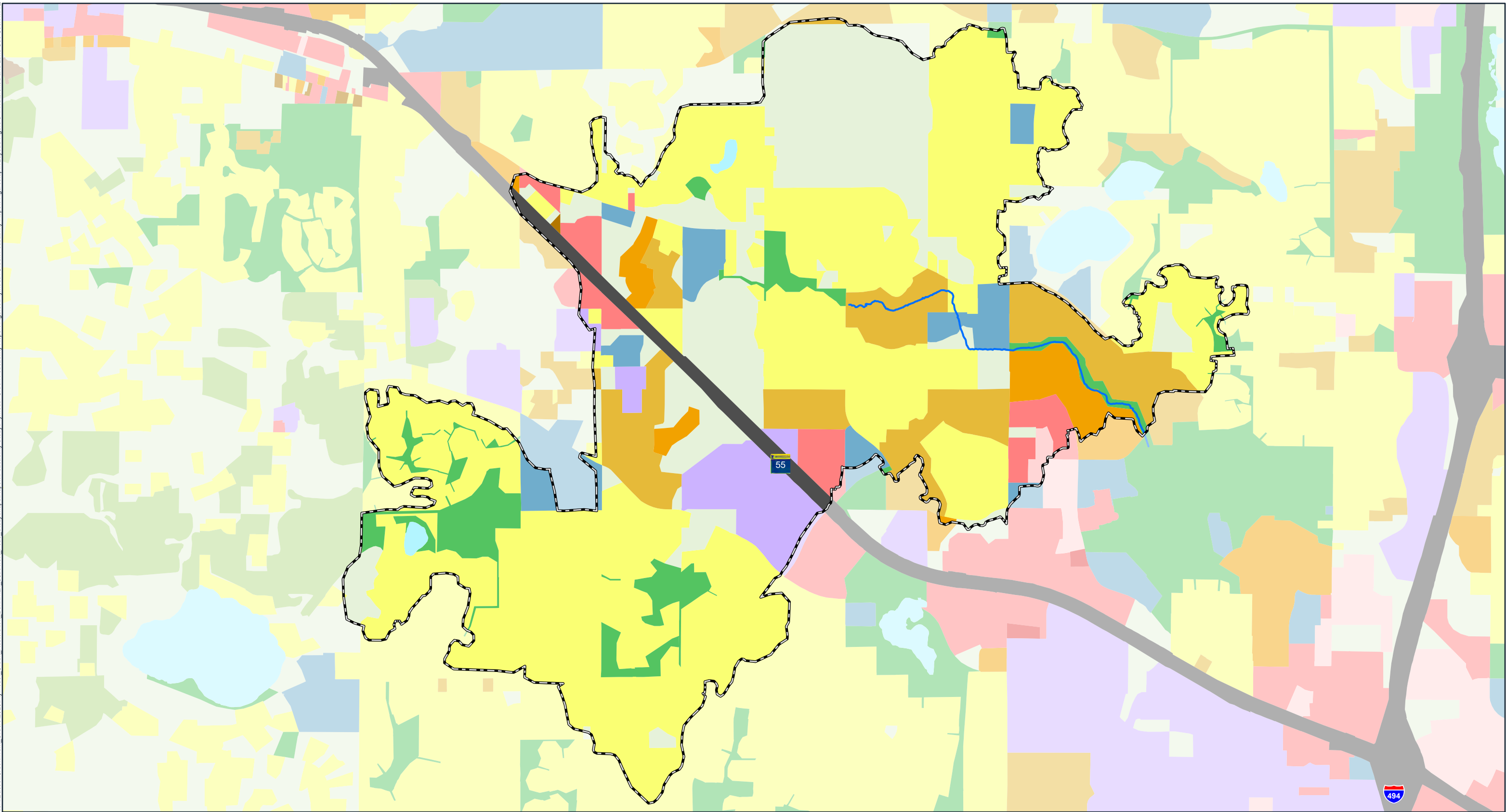
In addition to a site walk and drone flight, the Commission Engineer completed a desktop evaluation of near-bank stress (NBS) (3) along the reach, focusing on the Level II method, which evaluates the stream's radius of curvature in relation to the estimated channel bankfull width.

3.3 Site Access and Easements

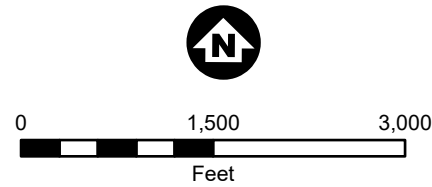
Most of the proposed restoration areas can be accessed via the City of Plymouth's bike/pedestrian trail, City of Plymouth land, or existing easements. Restoration areas that are not accessible by public land or easements, will require temporary site access easements. Outreach to and coordination with landowners regarding temporary site access easements will occur during project design, primarily by City of Plymouth staff. The required number of construction access points will depend on the final number of areas selected for restoration.

Permanent easements may also need to be acquired in areas where the proposed restoration designs extend onto private land. There are 6 parcels (5 property owners, including 3 townhome associations) representing 1,670 linear feet of easements that may be required to complete work due to the channel, work area, or construction access extending beyond public parcels or existing easements. Further discussion of easements is found in Section 6.2.

Barr Footer ArcGISPro 3.1.5 2024-05-08 13:59 File: I:\Client\BassettCreek\Work Orders\2023\Plymouth Creek Restoration DunkirkLn 38thAveN Feas Study\Maps\Report\Feasibility Study\Plymouth Creek Feasibility Report Figures.aprx Layout: Figure 3-1 Watershed and Land Use.MRX



- | | | |
|--|--------------------------------|--------------------------------|
| Contributing Drainage Area | Multifamily | Institutional |
| Plymouth Creek | Retail and Other Commercial | Park, Recreational or Preserve |
| Metropolitan Council 2020 Generalized Land Use | Office | Golf Course |
| Farmstead | Mixed Use Residential | Major Highway |
| Single Family Detached | Mixed Use Commercial and Other | Agricultural |
| Single Family Attached | Industrial and Utility | Undeveloped |
| | | Water |



Land Use Source: Metropolitan Council, 2020



Watershed and Land Use
Plymouth Creek Stream
Restoration Feasibility Study
BCWMC

FIGURE 3-1



3.4 Wetlands

The Commission Engineer completed a Level 1 desktop wetland assessment for the project area in November 2023. The level 1 review was completed for a 50 ft buffer from the Plymouth Creek channel centerline (100 feet wide total), referred to as the review area. The review included an assessment of multiple years of aerial imagery in addition to hydric soil indicators from the Natural Resources Conservation Service (NRCS) Web Soil Survey, LiDAR topography data, United States Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI), and the Minnesota Department of Natural Resources (MnDNR) Public Water Inventory (PWI).

According to the NRCS web soil survey (WSS) (4), there are 11 soil units mapped within the project area, which includes the channel and riparian area extending 50 feet left and right of the channel centerline (Table 3-1). The majority of the site is classified as having hydric soils. The USFWS NWI identified approximately 9.44 acres of wetland within the project area. In addition, the MnDNR classified this segment of Plymouth Creek as a public watercourse (PWI 27032a). There are no mapped public water wetlands or basins within the project area.

Table 3-1 Soils Located within the Project Area

Map Unit Symbol	Map Unit Name	Hydric Classification (%)	Percent of Area
L132A	Hamel-Glencoe complex, 0 to 2 percent slopes	Predominantly Hydric (90)	17.5
L22C2	Lester loam, 6 to 10 percent slopes, moderately eroded	Predominantly Non-hydric (2)	4.1
L22D2	Lester loam, 10 to 16 percent slopes, moderately eroded	Non-hydric (0)	0.7
L22E	Lester loam, 10 to 22 percent slopes	Non-hydric (0)	0.1
L26B	Shorewood silty clay loam, 3 to 6 percent slopes	Predominantly Non-hydric (5)	7.4
L36A	Hamel, overwash-Hamel complex, 0 to 3 percent slopes	Partially Hydric (45)	15.0
L37B	Angus loam, 2 to 6 percent slopes	Predominantly Non-hydric (5)	1.8
L49A	Klossner soils, depressional, 0 to 1 percent slopes	Hydric (100)	8.1
L50A	Muskego and Houghton soils, 0 to 1 percent slopes	Hydric (100)	29.3
L9A	Minnetonka silty clay loam, 0 to 2 percent slopes	Hydric (100)	6.1
U1A	Urban land-Udorthents, wet substratum, complex, 0 to 2 percent slopes	Non-hydric (0)	9.7

Our Level 1 review identified 17.02 acres of wetland area within the project area (Table 3-2 and Figure 3-2). This includes the area of the Plymouth Creek channel. The majority of the delineated wetlands are located adjacent to Plymouth Creek and are likely Type 1, Floodplain Forest wetlands. A large wetland complex (Area 3) is located at the northwest intersection of Rockford Road and Vicksburg Lane and is likely a combination of Type 2, Fresh (wet) meadow, and Type 3, Shallow marsh.

A field wetland delineation will be required during project design to confirm these wetland boundaries. The field wetland delineation would need to be completed according to the USACE 1987 Wetland Delineation Manual, the Regional Supplement to the USACE Wetland Delineation Manual, and the requirements of the Minnesota Wetland Conservation Act (WCA) of 1991.

Table 3-2 Summary of Desktop Delineated Wetlands (Level 1 Review)

Wetland ID	Plant Community*	Cowardin* Classification	Circular 39 Type*	Acres
Area 1	Non-Vegetated Aquatic Community, Hardwood Wetland, Shallow Marsh	PUBHx, PFO1Ad, PEM1C	1,3,5	2.43
Area 2	Shallow Open Water Community	PABH	5	0.78
Area 3	Seasonally Flooded/Saturated Emergent Wetland, Shrub Wetland, Hardwood Wetland, Shrub Wetland	PUBH, PEM1Ad, PFO1Ad, PSS1/EM1Ad	1,5,6	9.76
Area 4	None mapped	-	-	2.05
Area 5	None mapped	-	-	1.67
Area 6	Seasonally Flooded/Saturated Emergent Wetland	PEM1Ad	1	0.18
Area 7	Shallow Open Water	PABHx	5	0.06
Area 8	Non-Vegetated Aquatic Community	PUBHx	5	0.09
		Total		17.02

*Based on NWI mapping



- Creek Stationing
- Plymouth Creek
- Study Area
- Desktop Delineated Wetland

Hydric Soil Rating (USDA SSURGO)

-  Non-Hydric (0%)
-  Predominantly Non-Hydric (1-32%)
-  Predominantly Hydric (66-99%)
-  Hydric (100%)



0 400 800
Feet

Imagery Source: Hennepin County 2022



Hydric Soils and Wetlands
Plymouth Creek Stream
Restoration Feasibility Study
BCWMC

FIGURE 3-2



3.5 Cultural and Historical Resources

The Commission Engineer completed a cultural resources literature review in November 2023 of the project area and within a 1-mile buffer. The literature review was directed toward identifying previously recorded archaeological sites, historic structures, and other cultural resources. The Commission Engineer requested data from the Minnesota State Historic Preservation Office (SHPO), to identify previously recorded archaeological sites and historic structures located within one mile of the project area. We also reviewed the Minnesota Office of the State Archaeologist (OSA) Portal for archaeological sites (Figure 3-3).

The project area does not appear to have been previously surveyed for archaeological resources. If the project constitutes an undertaking subject to Section 106 of the National Historic Preservation Act, additional work to identify significant cultural resources may be required. In other words, if the project includes federal involvement (e.g., funding or permitting), then a federal agency may require additional cultural resources investigations, such as an archaeological survey, a historic architecture survey, and/or a traditional cultural properties survey. Because the project will include some level of federal review and/or permitting, the Commission Engineer recommends conducting an archaeological survey.

Although a Traditional Cultural Properties review is not within the scope of this cultural resources review, the project area is on the ancestral lands of the Dakota/Lakota tribes and the BCWMC may choose to initiate tribal consultation and/or a Traditional Cultural Properties Survey prior to proceeding with the next phase of this project. Additionally, if this project becomes an undertaking according to Section 106 of the National Historic Preservation Act, the lead federal agency may choose to do the same.

Data provided by the Minnesota SHPO was mapped at the section level; therefore, all cultural resources within the sections that contain the project area and the 1-mile study area are included in the following analysis. The data indicate that within sections 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21 and 22 of Township 118N, Range 22W, 106 historic architectural resources have been documented, none of which are listed on the National Register of Historic Places (Table 3-3) (Figure 3-3). One of these resources (#HE-XXX-001/ Minneapolis, St. Paul & Sault St. Marie (SOO Line) Railroad), present in three sections (7, 17 and 21), has been recommended as eligible for listing on the NRHP.

Due to the nature of the data provided by the Minnesota SHPO, it is unknown if any of the previously documented historic architectural resources are in or adjacent to the project area, which is located in sections 16 and 17. There are nine historic architectural resources in section 17 (including the SOO Line Railroad) and five in section 16. In addition to the Soo Line Railroad, these resources include residences, farmsteads, a trunk highway, and a commercial building. The remaining 92 resources are located outside of sections 16 and 17 and consist primarily of residences, commercial buildings, farmhouses, and bridges. Historic architectural resources are most prevalent in sections 18 and 21. Aerial imagery shows that these sections contain concentrations of residences and commercial buildings, likely accounting for the higher number of cultural resources. The OSA Portal did not identify any archaeological sites within 1 mile of the project area.

Bar Footer ArcGISPro 3.1.5 2024-05-08 13:59 File: I:\Client\BassettCreek\Work Orders\2023\Plymouth Creek Restoration DunkirkLn 38thAveN Feas Study\Maps\Report\Feasibility Study\Plymouth Creek Feasibility Report Figures.aprx Layout: Figure 3-3 Cultural Resources User: MRQ

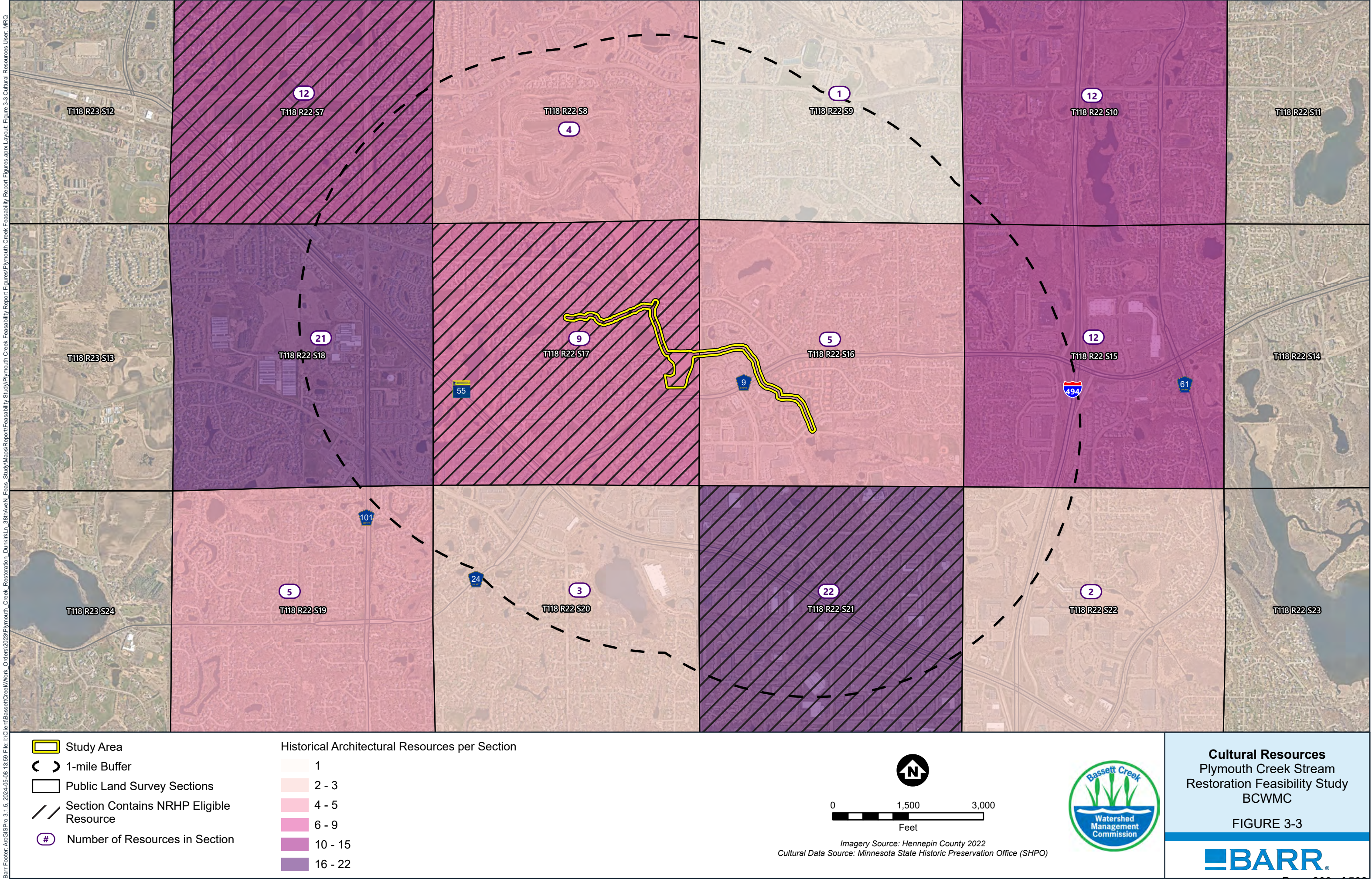


Table 3-3 Historical Architectural Resources/ Township 118N Range 22W

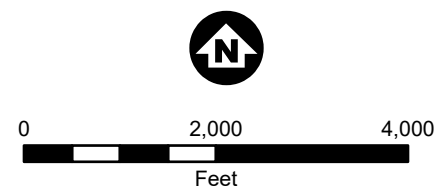
Section	Number of Historic Architectural Resources
7	12
8	4
9	1
10	12
15	12
16	5
17	9
18	21
19	5
20	3
21	22
22	2

We also reviewed the OSA Portal for unrecorded historic cemeteries and Native American burial grounds, as documented in Vermeer and Terrell (2011). This data indicates that three unrecorded cemeteries are documented in the project area. These include Gaspers Cemetery, Boucher Farm Cemetery and Medicine Lake Catholic Cemetery, as reported by Pope and Fee in 1998. The OSA Portal indicates that these cemeteries are mapped at the township level, and therefore could occur anywhere within the 36 sections of Township 118, Range 22, as the exact locations are unknown. The project area only spans sections 16 and 17 of this Township/Range. The cemeteries were not apparent on historic maps and aerials reviewed by Barr, 1913 Plat Map (5), 1937/1945 aerials from the Regents of the University of Minnesota (6), and the 1955 USGS historical topographic map (7). However, a plat map from 1873 (8) shows land parcels owned by E. Boucher (Section 15) and E. Boucher Jr. (Section 22) (Figure 3-4). These parcels are outside of the project area, but within the 1-mile study area. Some of the first Euroamericans to settle in the area may have been buried in the Boucher cemetery (9). The potential presence of these unrecorded cemeteries slightly increases the potential for human remains to be present within the project area. The Minnesota Private Cemeteries Act (MS 307.08) requires that the OSA review development plans that may impact unrecorded burials. If human remains are encountered during construction, construction at that location must immediately be halted and local law enforcement and the OSA must be notified. Construction may not proceed until authorization from local law enforcement and the OSA is obtained.

No previous cultural resource management reports were identified within one mile of the project area. Barr requested cultural resource data from the Minnesota SHPO electronically. The data provided consists of a Microsoft Access database that includes only known archaeological sites and historic architectural resources, along with the survey report number that resulted in the identification of said resource(s). Negative survey report information is not included. As a result, the location of any previous investigations where survey results were negative for cultural resources is not included. Nevertheless, the data summarized here is believed to be adequate for the purposes of this investigation.

 Study Area

Data Source:
Wright, George Burdick
1873 Minnesota Historical Society. Minnesota Digital Library.
Electronic Document. Map of Hennepin County, Minnesota -
Minnesota Digital Library (mndigital.org) Accessed November
2023.



1873 Plat Map
Plymouth Creek Stream
Restoration Feasibility Study
BCWMC

FIGURE 3-4



3.6 Environmental Review

As part of our desktop environmental review, Barr reviewed historical imagery and the Minnesota Pollution Control Agency's (MPCA) What's In My Neighborhood (WIMN) database (Figure 3-5).

Barr reviewed historical aerial images for the following years: 1991-1992, 2003-2005, and 2008-2023. Historical aerial imagery shows the surrounding area as primarily residential. Prior to residential use, the area was farmed by European settlers. Prior to European settlement, the area was inhabited by Native American communities and the land was likely covered with deciduous forests..

A review of MPCA's WIMN database identified eight historical releases within half a mile of the project area:

- The Aca Management 370 leak sites (LS0012418, LS0013873) are located approximately 925 feet (0.18 mile) south of the creek. Leak LS0012418 occurred in January 1999 and involved an unknown volume of unleaded gasoline. The WIMN database does not specify whether groundwater contamination is present at this site. The leak was closed in November 2000. Leak LS0013873 occurred in December 2000 and involved an unknown volume of unleaded gasoline. The WIMN database identifies that there is no groundwater contamination at the site associated with this release. The site was closed in February 2003. Based on lack of identified release to groundwater and the closed regulatory status, it is unlikely that contamination from these releases will impact the project area.
- The Holly Creek Village brownfield site (VP10000) is located approximately 0.32 mile southwest of the project area. In 1998, buried landscape debris was discovered at the site. Four soil samples were collected and had concentrations of diesel range organics (DRO), semi-volatile organic compounds (SVOCs), carcinogenic polynuclear aromatic hydrocarbons (cPAHs), pentachlorophenol (PCP), metals, and agricultural chemicals present; however, concentrations were below the MPCA Soil Reference Values (SRVs). The site entered the MPCA Voluntary Investigation and Cleanup (VIC) program for approval to excavate debris-containing fill and characterize it for disposal. The MPCA closed the site in December 2000 and issued a Limited No Action Letter in January 2000. Based on lack of identified contamination to groundwater and documented regulatory oversight and closure, it is unlikely that contamination from this release will impact the project area.
- The US Postal Service Plymouth Branch leak site (LS0003973) is located approximately 0.45 mile south of the project area. An unknown volume of unleaded gasoline was released in May 1992. According to the WIMN database, groundwater contamination was identified, and presence of free product was reported to be unknown. Cleanup actions listed on the WIMN database include soil excavation and Remedial Investigation monitoring. The site was subsequently closed in January 1995. In 2022, the site was reviewed as part of the MPCA's Gasoline Additive Project. In 2023, the MPCA issued an assessment that determined that there was no concern with drinking water contamination associated with the release. Based on distance from the project area and regulatory closure, it is unlikely that contamination from this release will impact the project area.
- The Vicksburg Ridge leak site (LS0021782) is located approximately 0.45 mile north of the project area. An unknown volume of fuel oil was released in August 2022. The WIMN database does not specify whether groundwater contamination is present at this site; however, it noted that 10 cubic yards of soil were excavated and transported to the Dem-Con Recovery & Recycling

landfill. The site was closed in January 2023. Based on distance from project area, lack of evidence of impacts to groundwater, and regulatory closure, it is unlikely that contamination from this release will impact the project area.

- The Tri-State Drilling leak site (LS0020693), brownfield site (BF0000848), and non-NPL Superfund site (SR0001498) are located approximately 0.46 mile southwest of the creek. The listings are associated with a release of an unknown volume of diesel fuel in May 2018. According to the WIMN database, groundwater contamination was identified, presence of free product was reported to be unknown, and regional groundwater flow direction is to the east. No cleanup actions are listed on the WIMN database, but work including soil gas sampling, groundwater sampling, and soil boring sampling are identified. The site was closed in April 2021. Based on distance from project area, side-gradient location, and regulatory closure, it is unlikely that contamination from this release will impact the project area.

3.7 Threatened and Endangered Species Review

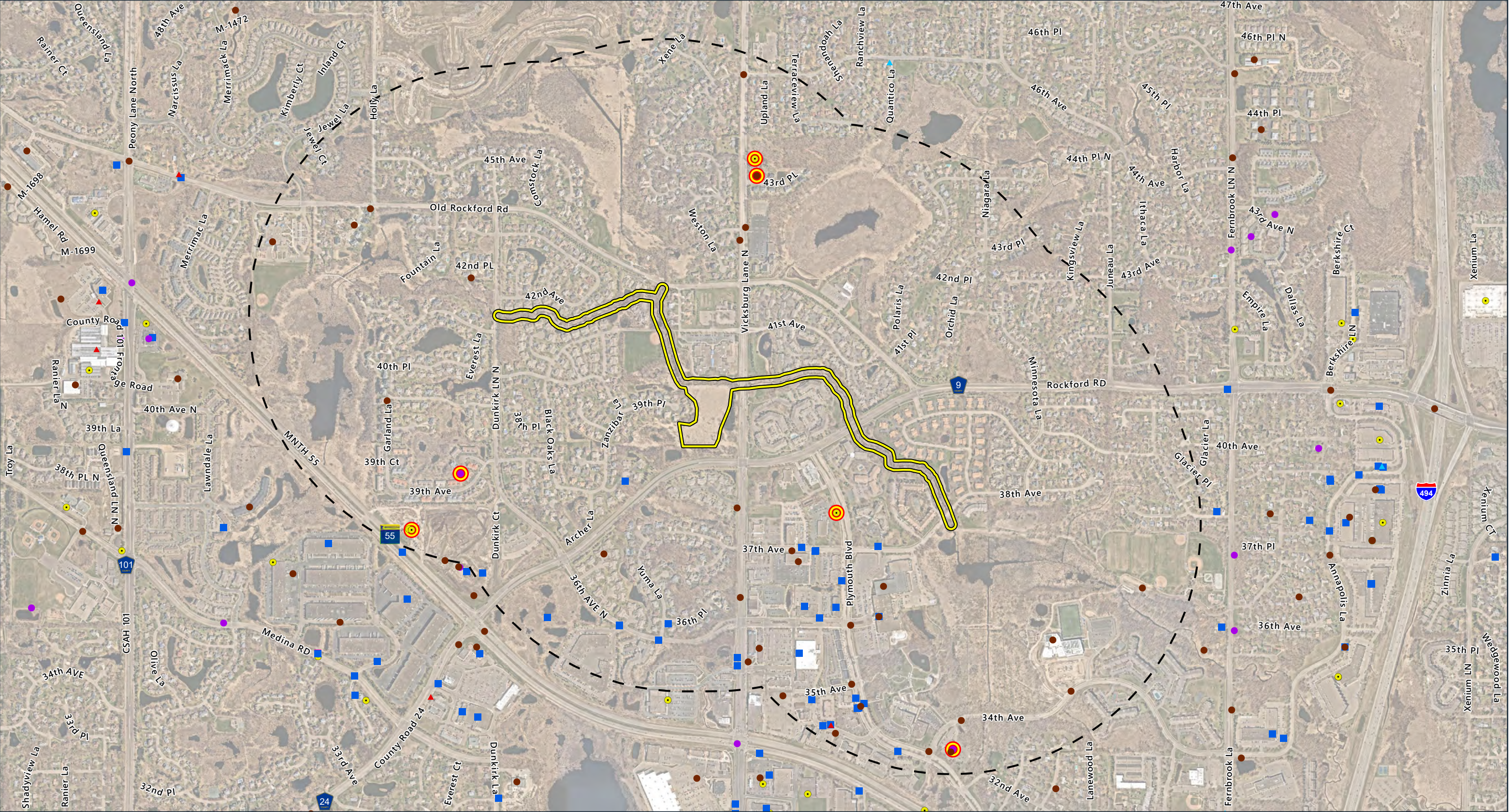
The Commission Engineer completed a desktop review for federal and state-listed species and associated habitats that may be found in the Plymouth Creek project area to evaluate potential project impacts on listed species. The federal government protects federally listed species under the Endangered Species Act (ESA) and requires consideration of the impacts on these species for projects involving federal permits. State-listed species are protected under Minnesota's Endangered and Threatened Species Law and the impacts on these species must be considered for state-level permitting requirements. We completed the desktop review in November 2023 using a combination of data available from the United States Fish and Wildlife Service (USFWS) and the Minnesota Department of Natural Resources (MnDNR), as further described below.

Federal Listed Species

The Commission Engineer queried the USFWS' Information, Planning, and Conservation System (IPaC) website to identify federally listed species that may occur within the project area. The IPaC identified the following species as potentially occurring in the project area:

- northern long-eared bat (*Myotis septentrionalis*; endangered);
- tricolored bat (*Perimyotis subflavus*; proposed endangered);
- whooping crane (*Grus americana*; experimental population);
- salamander mussel (*Simpsonaias ambigua*; proposed endangered);
- rusty patched bumble bee (*Bombus affinis*; endangered);
- monarch butterfly (*Danaus plexippus*, candidate species);

No designated critical habitat for any federally listed species is located within the project area.



-  Study Area

 1/2 Mile Buffer

 Historical Release Locations within 1/2 Mile of Study Area

What's in my Neighborhood

 Multiple Programs

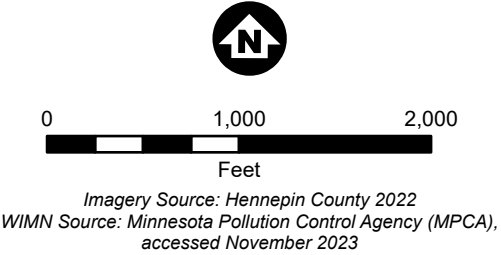
 Air Quality
-  Hazardous Waste

 Investigation and Cleanup

 Stormwater

 Tanks

 Water Quality



Environmental Review
Plymouth Creek Stream
Restoration Feasibility Study
BCWMC

FIGURE 3-5



The northern long-eared bat faces extinction primarily because of white-nose syndrome, which is a deadly disease affecting cave-dwelling bats across the continent. The northern long-eared bat hibernates in caves during the winter and utilizes forested areas for roosting and foraging during the bat's active season of April through September. Suitable roost trees for this species have trunks measuring greater than 3 inches in diameter at breast height with loose, peeling bark or crevices (10). According to data provided by the MnDNR, no known occupied roost trees or hibernacula are located within the project area. However, because the project occurs within the range of the northern long-eared bat and will require tree removal, impacts on the northern long-eared bat cannot be completely discounted. To avoid direct impacts on the northern long-eared bat, USFWS recommends that tree removal occur during the inactive period (October 15 to early April). Consultation with USFWS would be required if tree removal were to occur during the northern long-eared bat's active season (mid-April – October 14).

Similar to the northern long-eared bat, the tri-colored bat faces extinction primarily because of white-nose syndrome. To combat the large impact this disease has on tri-colored bat colonies, the USFWS proposed the species to receive endangered status on September 14, 2022 (11). Tri-colored bats are found in forested habitats in the spring, summer, and fall, which are their non-hibernating seasons. They primarily roost in trees, among leaves of live or recently dead deciduous hardwood trees. They have also been found in Spanish moss, pine trees, and occasionally human structures. During the winter hibernating season, tri-colored bats can mostly be found in caves and mines (10). The project area follows a creek that is lined with intermittent tree cover. Because there is not critical wintering habitat within the project area, it is unlikely that the project would affect the tricolored bat if tree removal was limited to their inactive period (October 15 to early April). However, the tricolored bat is proposed to be listed as endangered and is not currently protected under the ESA. No avoidance or minimization measure would be required for the tricolored bat.

The whooping crane is listed as an experimental population, non-essential, which means that the species population has been established within its historical range. Non-essential experimental populations are treated as threatened species on National Wildlife Refuge and National Park land and as a proposed species on private land. The whooping crane faces threats from alteration and destruction of their habitats, including both migratory and overwintering habitats. This can be a result of wetland drainage, increased development, and/or conversion of suitable habitat to agriculture. Both frequency and severity of drought due to climate change and reduction in river flows degrades their migration roost habitats. The ideal whooping crane habitat varies for migrating, foraging, and overwintering. These habitats can include coastal marshes and estuaries, inland marshes, lakes, open ponds, shallow bays, salt marsh and sand or tidal flats, upland swales, wet meadows and rivers, pastures and agricultural fields (10). Because the whooping crane is treated as a proposed species on private land, it is not currently protected under the ESA within the project area and no avoidance or minimization measures would be required.

The salamander mussel is a proposed endangered species. The species existence is threatened by the infestation of non-native zebra mussels in the Mississippi River and its tributaries, as well as the increased siltation and physically altered habitat conditions from dams, channelization and dredging. The species is very habitat specific and lives only under flat rocks or under ledges of rock walls (12). The project location does not overlap in the critical habitat of the species. The salamander mussel is a proposed species and is not currently protected under the ESA, so no avoidance or minimization measures would be required.

The rusty patched bumble bee was listed as federally endangered in 2017. The specific cause of the species' decline is unknown, but evidence has shown that there are several stressors that can affect the rusty patched bumble bee. These can include pathogens, pesticides, habitat loss and degradation, non-

native and managed bees, the effects of climate change and small population biology. While the habitat for the rusty patched bumble bee can vary throughout the growing season, generally their habitats are split between nests and overwintering. They have been observed in a variety of habitats, including prairies, woodlands, marshes, agricultural landscapes and residential parks and gardens. Nests are assumed to be in upland grasslands, shrublands and as far as 30 meters into the edges of forests and woodlands. The nests are typically 1 to 4 feet underground in abandoned rodent nests or other mammal burrows, and sometimes found at the soil surface or aboveground. There is not much known about overwintering habitats of the rusty patched bumble bee queens. The assumption, based on other species, is that they overwinter in upland forests and woodlands. Recent literature has shown overwintering queens have been found mostly in shaded area, usually near trees and in banks without dense vegetation (10). The project area has the potential for nesting and overwintering habitat for the rusty patched bumble bee. To mitigate adverse impacts, the project should avoid using pesticides and revegetate the area with native plant species.

The monarch butterfly is listed as a candidate species and is not legally protected under the ESA. No avoidance or minimization measure would be required for the monarch butterfly.

State Listed Species

Through a license agreement (LA-898) with the MnDNR for access to the Natural Heritage Information System (NHIS) database, the Commission Engineer queried the NHIS database in November 2023 to evaluate if any rare species could potentially be affected by the proposed project. The NHIS review identified one state-listed special concern species as occurring within one mile of the project area, the trumpeter swan (*Cygnus buccinator*).

The trumpeter swans' habitat during the breeding season includes small ponds and lakes or bays on larger water bodies with extensive beds of emergent vegetation such as cattails, bulrushes, and sedges. Their ideal habitat includes around 100 m (328 ft) of open water to accommodate take-off, stable levels of unpolluted fresh water, emergent marsh vegetation, and low levels of human disturbance. Ideally there is a presence of muskrat (*Ondatra zibethicus*) houses and North American beaver (*Castor canadensis*) lodges to be used for nesting platforms (12). Trumpeter swans in Minnesota generally only migrate to central or southern Minnesota or nearby states to overwinter. It is unlikely that trumpeter swans would utilize the stream for breeding or overwintering habitat (10). The surrounding wooded plant and stream community is unlikely to be suitable nesting habitat for the trumpeter swan. Therefore, the project is anticipated to have no effect on the trumpeter swan.

Additional Sensitive Resources

According to GIS data obtained from the MnDNR, there are no Minnesota County Biological Survey (MCBS) sites located within one mile of the project area. Additionally, no state-owned wildlife management areas (WMA), Scientific Natural Areas (SNA), or native plant communities are present within one mile of the project area (13), (14).

3.8 Tree Survey

The Commission Engineer conducted a tree survey under leaf-off conditions in November of 2023. A Minnesota state-licensed landscape architect with extensive tree identification and survey experience collected tree location, species, general health, and diameter (at approximately 4.5 feet above the ground) data for trees greater than four inches in diameter within the survey limits. The survey area included a 50-foot buffer on either side of the stream centerline.

Based on the survey data collected, Barr classified trees in accordance with the City of Plymouth tree ordinance (15). See Table 3-4 for a breakdown of tree classifications within the survey limits, according to the city ordinance definitions. The survey showed that approximately 33% of the trees 4 inches and greater in diameter in the survey area are box elder, 19% are black willow, 18% are cottonwood, and 9.7% are green ash. Of the 165 green ash surveyed in the project area, 6 were dead and 16 were dying, most likely due to emerald ash borer. The Commission Engineer observed that green ash near residential yards or sidewalks had treatment tags, while those in wooded areas (i.e. near the school or further away from residential properties) did not have treatment tags. The remaining 20.1% consist of species such as apple spp., aspen, basswood, birch, black locust, buckthorn, cedar, elm, hackberry, poplar, maple spp., mountain ash, mulberry, oak spp., white pine, and spruce spp. See Table 3-5 for the full species count survey results, which includes 131 trees that were either dead or dying, approximately 8% of the surveyed trees. The Commission Engineer observed during the tree survey that a large percentage of trees under 4 inches in diameter that were not recorded were buckthorn and box elder. Section 6.4.1 discusses the anticipated tree impacts from the proposed project.

Table 3-4 Summary of Tree Survey with City of Plymouth Tree Definitions

Tree Type	Count	Significant Tree	Count
Deciduous	1,676*	Diameter $\geq$ 8"	1,227
Coniferous	17	Diameter $\geq$ 4"	17

*Includes all deciduous trees six inches or greater in diameter.

Table 3-5 Summary of Tree Survey by Species

Tree Species	Count	Species Percent of Total Survey
Apple/Spp.	5	0.3%
Ash/Green	165	9.7%
Aspen	3	0.2%
Basswood/American	15	0.9%
Birch/Paper	1	0.06%
Birch/River	6	0.4%
Black Locust	6	0.4%
Box Elder	561	33.0%
Buckthorn	69	4%
Cedar/Red	1	0.06%
Cottonwood	303	18%
Elm/American	92	5.4%
Elm/Siberian	8	0.5%
Hackberry	2	0.12%
Lombardy Poplar	33	1.9%
Maple/Spp.	1	0.06%
Maple/Norway	5	0.3%
Maple/Red	1	0.06%
Maple/Silver	14	0.8%

Tree Species	Count	Species Percent of Total Survey
Maple/Sugar	2	0.12%
Mountain Ash	6	0.4%
Mulberry	3	0.2%
Oak/Bur	31	1.8%
Oak/Pin	7	0.4%
Oak/Red	7	0.4%
Oak/Swamp White	2	0.12%
Oak/White	2	0.12%
Pine/White	2	0.12%
Spruce/Black	1	0.06%
Spruce/Blue	1	0.06%
Spruce/Norway	3	0.2%
Spruce/White	10	0.6%
Willow/Black	325	19.2%
Total	1,693	100%

3.9 Drone Flight

The City of Plymouth collected aerial imagery and videos using a drone (DJI Phantom 4 Advanced) and DJI software in accordance with Federal Aviation Administration (FAA) rules and regulations. Aerial imagery and videos largely followed the creek's thalweg (main flow path).

Drone flights are a useful tool for stream restoration studies. The drone's aerial imagery provides a unique perspective and view of the creek that is different than the imagery collected from the site walk. The drone imagery can also be helpful to recall the site walk and features identified along the 7,000-foot reach. For this feasibility study, the drone imagery was also used during the open house that was hosted by City of Plymouth. Open house attendees could view the drone imagery on multiple monitors located throughout the meeting room.

3.10 Topography and Utilities

An important consideration for stream restoration is the existing topography and proximity to utilities. The topography we used for this feasibility study was LiDAR from 2011, while the City of Plymouth provided the utility information. The utilities we reviewed as part of this feasibility study include storm sewer, sanitary sewer, watermain, and utility towers. Information about private utilities would need to be obtained and considered during the design phase. We included topographic and utility information on many of the figures throughout the report.

4 Stakeholder and Public Engagement

4.1 Kickoff Meeting with BCWMC Staff and City of Plymouth Representatives

A virtual project kickoff meeting with BCWMC (administrator, the Commission Engineer, and the Plymouth Alternate Commissioner) and City of Plymouth staff occurred on November 3, 2023. At this meeting, we reviewed the project scope and schedule, reviewed key tasks, and identified data needs. Discussions also included preferences regarding preliminary stream stabilization and water quality improvement concepts.

4.2 Technical Stakeholder / Agency Meeting

A technical stakeholder meeting was held virtually on December 5, 2023. Attendees included representatives from the City of Plymouth, BCWMC (administrator, the Commission Engineer), Hennepin County, USACE, MPCA, MnDNR, and Minnesota Board of Water and Soil Resources (BWSR). The attendees reviewed the restoration techniques and design concepts for the Plymouth Creek project and provided technical and permitting feedback. Items discussed included:

- Review of the project schedule and meeting objectives.
- Review of the erosion sites and other creek deficiencies.
- Review of water quality issues.
- Review and discussion of the design concepts.
- Discussion of potential habitat improvements.
- Discussion of threatened and endangered species.
- Discussion of permit requirements for potential wetland and stream impacts.

One of the permits that will be required for the project is a water quality certification under Section 401 of the Clean Water Act. Given the project scope and early feasibility stage, it is uncertain if a nationwide or regional general permit or individual permit would be required under Section 401. Representatives from the USACE mentioned that if there are wetland impacts due to the stream restoration project, wetland mitigation would mostly likely not be required under the Section 401 water quality certification. USACE representatives also noted that the Minnesota Stream Quantification and Debit Calculator (MNSQT) may be a helpful tool in their evaluation of the project and could be used to calculate stream credits if the BCWMC opts to pursue streambank credits with this project.

The second specific permit discussed during the meeting was a right-of-way permit from Hennepin County. If the proposed project includes work in the Hennepin County right-of-way, then a Hennepin County permit will be required.

A primary topic of the meeting was the potential new meander path of the channel west and south of the elementary school. The general opinion of the meeting attendees was that the new meander option may require additional permitting and there are a few obstacles this concept would need to overcome to obtain permit approval. The proposed new meander path is in an existing FEMA floodway and floodplain;

therefore, the project would need to adhere to floodplain requirements. A MnDNR representative suggested expanding the new meandered segment to include areas such as the channel area near the ball parks. Expanding the meander path area could potentially be more cost-effective for the project due to the permitting costs and permitting requirements not being dependent on the stream meander path length. In other words, the cost and turn-around time for permitting is the same for a short or a long new meander section. The USACE representatives noted that if the new meander could connect the floodplain to the wetlands, then the project may be eligible for wetland mitigation credits. Additionally, USACE representatives noted that the project could also be eligible for stream mitigation credit bank credits, but that the time involved to proceed with this effort would take longer than a typical stream restoration project.

The final topic of conversation during the meeting was whether the project would require preparation of an Environmental Assessment Worksheet (EAW). According to a MnDNR representative, in recent years watershed organizations proposing reshaping or re-meandering a channel have submitted an EAW. Minnesota Rules 4410.4300 sub-part 27 states that an EAW is required for projects that will “change or diminish the course, current, or cross-section of one acre or more of any public water” so an EAW will be necessary if a one-acre threshold of change is reached with the project. Restoration elements that could alter the course, current or cross-section of the channel include structures placed in the channel (such as cross-vanes and J-hooks), or alterations of the streambank configuration below the ordinary high water level.

4.3 Open House for Gathering Public Stakeholder Input

A public open house was held at Plymouth City Hall on March 11, 2024; 16 members of the public attended the meeting. The Commission Engineer developed display boards for the meeting to present the project background and preliminary design to local residents and users of Plymouth Creek, as seen in Appendix B. Attendees asked questions and shared observations about the creek. Attendees voiced support for the project and were interested in learning more about it. Residents expressed a general desire to remove invasive species, specific areas of sedimentation, and localized debris from the project area. They offered varying opinions on tree protection, tree removal, and vegetation. Some residents preferred protecting trees to maintain visual barriers around their properties while others preferred to remove trees and other vegetation to improve their view of the creek. In general, residents supported native vegetative establishment and a more natural approach to restoring the reach. They also noted an appreciation for the bike/walking trails and visibility/connection to the creek from the trails. Other discussion topics included site access, project costs, and concerns about nearby ponds that are outside of the project scope.

5 Potential Improvements

5.1 Description of Potential Improvements

As described in Section 1.2, the 2025 Plymouth Creek Stream Restoration project would consist of a variety of stream stabilization measures to address erosion problems along the reach. Figure 2-1 through Figure 2-4 shows the identified potential stream restoration areas, and Table 5-1 lists the potential stream stabilization measures considered for each restoration area. There are several stream restoration techniques that can be used, although not all of them would be practicable or applicable to the stream erosion problems on this reach of Plymouth Creek. The techniques discussed below and included in the conceptual design are among commonly used techniques. Those included in the concept design were selected for their functionality and the expectation that most contractors have had experience with installation of the technique or that it would be relatively easy to learn. During final design, the most appropriate measures to use at each individual site will be selected to meet the objectives of all parties involved. The final design could include techniques not included in these concept designs.

5.1.1 Hard Armoring and Bioengineering Stream Stabilization Techniques

Techniques for stream stabilization generally fall into two categories: hard armoring and bioengineering (also known as soft armoring). Hard armoring techniques include the use of engineered materials such as stone (riprap or boulders), gabions, and concrete to stabilize slopes and prevent erosion. Bioengineering techniques employ biological and ecological concepts to control erosion, using vegetation or a combination of vegetation and construction materials, including logs and boulders. Techniques that do not use vegetative material but are intended to achieve stabilization of natural flow patterns and create in-stream habitat, such as boulder or log vanes, are generally included under the umbrella of bioengineering.

Hard armoring and bioengineering techniques present different challenges, costs, and benefits for stream stabilization design. Hard armoring methods are viewed as standard and time-tested and typically have a longer life span due to the permanence of the materials used. Hard armoring is usually effective in preventing erosion where it is installed; however, placement must consider downstream impacts, understanding that the armoring may push the erosive stresses downstream. Hard armoring typically requires little maintenance; however, if the armoring fails, maintenance or replacement can be expensive, particularly if the armoring materials need to be removed from the site.

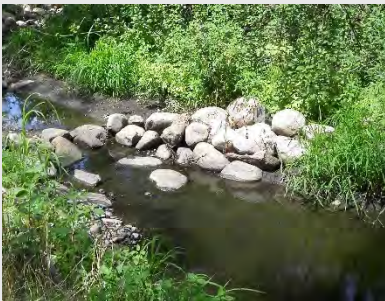
Bioengineering techniques maintain more of a stream's natural function and provide better habitat and a more natural appearance than hard armoring. With bioengineering, if vegetation is well-established, this approach can also be self-maintaining. Due to the biodegradation of construction materials and variable vegetation establishment success, it is typically assumed that bioengineering installations have a shorter life span and may need more frequent (if less expensive) maintenance, particularly as the vegetation is becoming established. Compared to hard armoring, the success of bioengineering techniques is more dependent on the skill of the designer and installer and the unique site and stream characteristics—sometimes making bioengineering construction more expensive. In some instances, bioengineering is not appropriate due to anticipated high velocities, proximity to infrastructure, and/or site conditions that are not conducive to vegetation establishment.

Technical stakeholders for this feasibility study, including the USACE, expressed a preference for bioengineering over hard armoring for stream stabilization where possible. In addition, the current BCWMC Watershed Management Plan (see Section 4.2.5 of Reference (1) states: “recognizing their benefits to biodiversity and more natural appearance, the BCWMC will strive to implement stream and streambank restoration and stabilization projects that use soft armoring techniques (e.g., plants, logs, vegetative mats) as much as possible and wherever feasible.” The BCWMC also recognizes that in some cases, soft armoring techniques can require significant tree removal, which can have negative consequences, depending on the type and condition of trees in the project area. Therefore, the BCWMC seeks to balance soft armoring with preserving desirable tree species.

5.1.2 Stream Stabilization Techniques Evaluated

We evaluated several techniques for stabilizing the stream within the project area. J-hook vanes or boulder cross vanes could be used to stabilize the channel banks and introduce flow variability and an improved riffle/pool sequence, with the structure shape maintaining deeper pools near the center of the channel. The deeper pools will improve habitat, especially during winter months. The use of grading, root wads, toe wood, coir logs, brush mattresses, and the establishment of vegetation on eroding banks will stabilize these areas, preventing further sediment loss and improving habitat adjacent to and within the channel. Root wads and toe wood, especially, will help create micro-scour zones and habitat diversity in the near-bank channel. Vegetation establishment on the streambanks will include enhanced buffers with native vegetation that have deeper roots to reduce erosion and improve riparian habitat. The evaluated reach of Plymouth Creek includes significant potential for vegetation enhancement through most of the riparian corridor. This could include treatment and/or clearing of invasive species, such as buckthorn, and the introduction of management practices aimed at promoting the growth of beneficial native species. These strategies could include the use of hand pulling, mowing, mulching, spot chemical treatments alongside active native planting and establishment efforts. Table 5-1 summarizes the stream stabilization techniques evaluated for this feasibility study. Additional stabilization techniques may be reviewed and implemented as part of the design phase.

Table 5-1 Potential Stream Stabilization Measures

Design Element	Purpose	Ecological Benefit
J-hook Vanes 	Logs and/or boulders installed in the stream bed to route flows away from outer streambanks and toward the center of the channel	Scour pools develop downstream of the low end of the vane near the center of the channel, while sediment and debris build up near the high end of the vane, protecting the bank and providing habitat diversity for aquatic species.
Cross Vanes 	Boulders buried in the stream bed and extending entirely across the stream ("cross vanes") to achieve one or more of the following goals: re-direct flows away from streambanks, encourage sediment deposition in selected areas, and control stream bed elevations	Scour pools develop over time downstream of the center of the vane, which provide habitat diversity for species that prefer pools to faster flowing in-channel habitat.
Root Wads 	Tree trunks with the root ball attached, installed either singly (root wads) or in conjunction with additional large woody debris and/or riprap to increase bank roughness and resistance to erosion, re-direct flows away from streambanks, and provide a bench for the establishment of riparian vegetation	Creates undercut/overhanging bank habitat features
VRSS/Toe Wood Bank Stabilization 	Soil lifts created with a combination of root wads and long-lasting, biodegradable fabric and vegetated to stabilize steep slopes and encourage the establishment of root systems for further stabilization	Creates undercut/overhanging bank habitat features and vegetated floodplain bench/riparian habitat

Design Element	Purpose	Ecological Benefit
Brush Mattresses and Riprap Toe (source: USDA-NRCS) 	Live cuttings are placed along a bank to protect the underlying soil and establish roots over time, preventing future bank erosion. The cuttings are anchored to the bank using dead stout stakes or string. The toe of the bank in this image is stabilized with bundled live cuttings (fascines) and riprap.	Vegetation placed on the bank creates riparian habitat and shading of the creek.
Riprap Toe with Bank Grading and Vegetation Establishment 	Riprap placed along the toe of the streambank prevents undermining of the bank. Vegetating the bank provides surface protection while establishing root systems, and grading to a flatter slope makes the streambank less susceptible to erosion.	Vegetation placed above the riprap enhances riparian habitat and provides shading of the creek.
Vegetated Riprap 	Vegetated riprap incorporates habitat enhancement with hard armoring to stabilize steep slopes.	Creates vegetated riparian habitat and enhances biological connectivity between the channel and riparian area.
Fascines and Coir Logs 	Fascines and coir logs can be placed along the toe of a streambank in low-velocity areas to help establish vegetation and associated rooting systems to stabilize the streambank.	Creates vegetated riparian habitat and adds roughness to dissipate energy at the toe of the slope.
Vegetated Buffer 	Established along a streambank or overbank area to stabilize bare soils and increase resistance to fluvial erosion	Using trees, shrubs, and a seed mix of grass and forbs provides a diverse array of vegetation strata and habitat types. Allows for more naturalized aesthetics, with emphasis on native species.

5.2 Concepts Evaluated

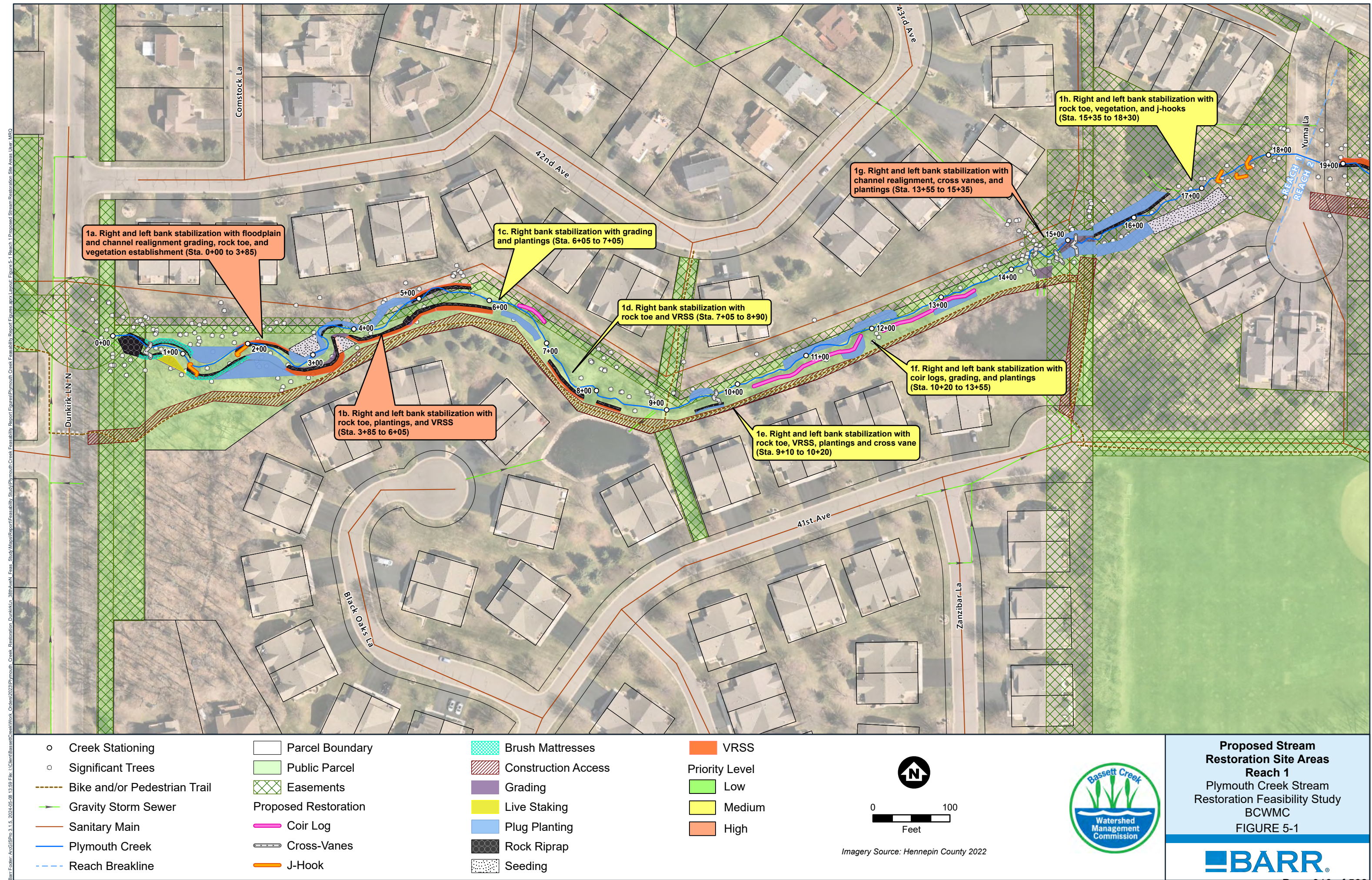
Considering feedback obtained from residents during the open house, the Commission Engineer developed a recommended restoration concept that incorporates bioengineering, hard armoring, and vegetation management. Recommended restoration measures along the reach include in-stream structures, toe stabilization, bioengineering methods, bank grading, riprap, and vegetation establishment.

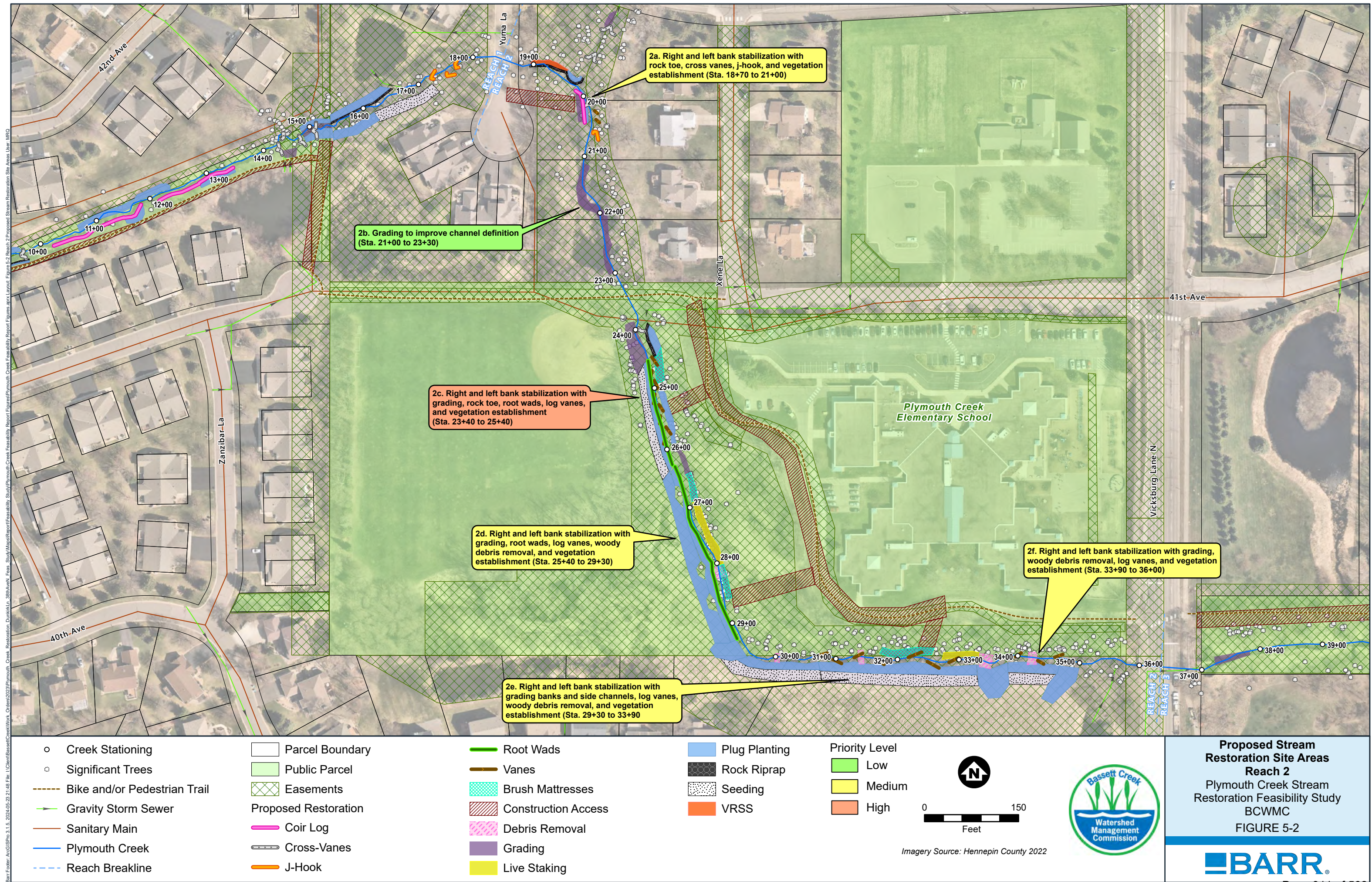
The Commission Engineer reviewed the entire 7,000-foot reach and conceptually designed restoration methods for more than half of the evaluated creek length. The purpose of the proposed restoration was to select specific stabilization methods that would address varying erosion concerns, including bank sloughing, toe erosion, streambank undercutting, entrenched channels, and scour associated with existing infrastructure. Due to the extensive nature of the design, the proposed design concepts were broken down into restoration areas. Restoration areas for this study refer to proposed stream repair reaches that vary from 100 to 400 feet in length. The start and end of restoration areas were defined based on streambanks having similar erosion properties and prioritization metrics (defined in Table 5-2). The restoration areas and the specific proposed stream stabilization measures are shown in Figure 5-1 through Figure 5-4. To better organize the various stream restoration areas, they are labeled based on one of four broader reaches:

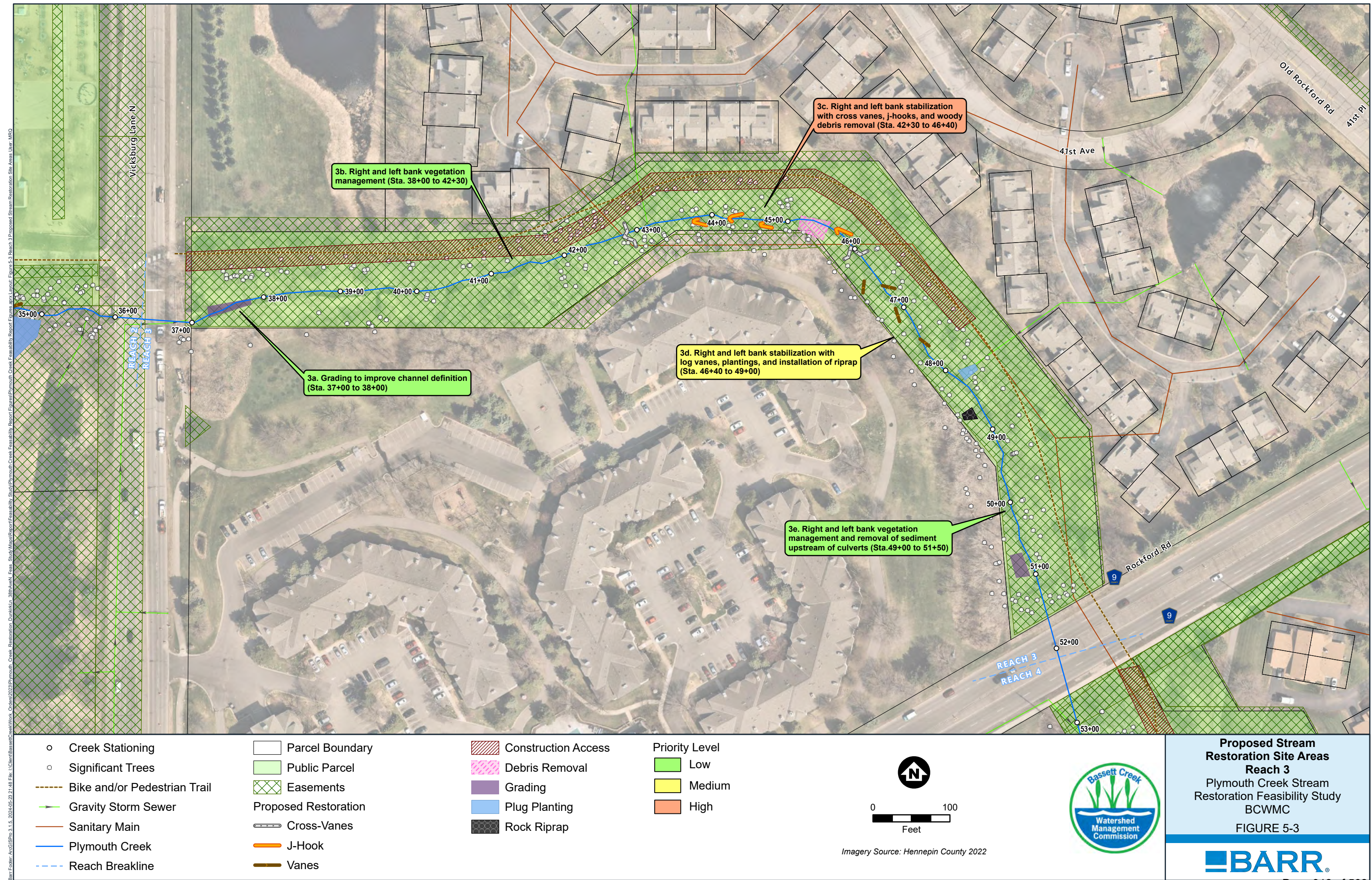
- Reach 1 is from Dunkirk Lane to Yuma Lane
- Reach 2 is from Yuma Lane to Vicksburg Road
- Reach 3 is from Vicksburg Road to Rockford Road
- Reach 4 is from Rockford Road to the Plymouth Ice Arena

The recommended restoration concept design would result in approximately 9,875 linear feet of bank stabilization, which includes approximately 4,340 feet of stabilization on the left bank (looking downstream) and 5,535 feet of stabilization on the right bank (looking downstream).

Due to the extensive length of the recommended stabilization measures, the Commission Engineer assigned a numeric score for the restoration areas based on the prioritization metrics noted below. The metrics are a combination of elements originally developed for the Bassett Creek Main Stem restoration project feasibility study and modifications by Plymouth staff and the Commission Engineer to better fit the Plymouth Creek project. Table 5-2 provides a summary of the scoring system used for this feasibility analysis.







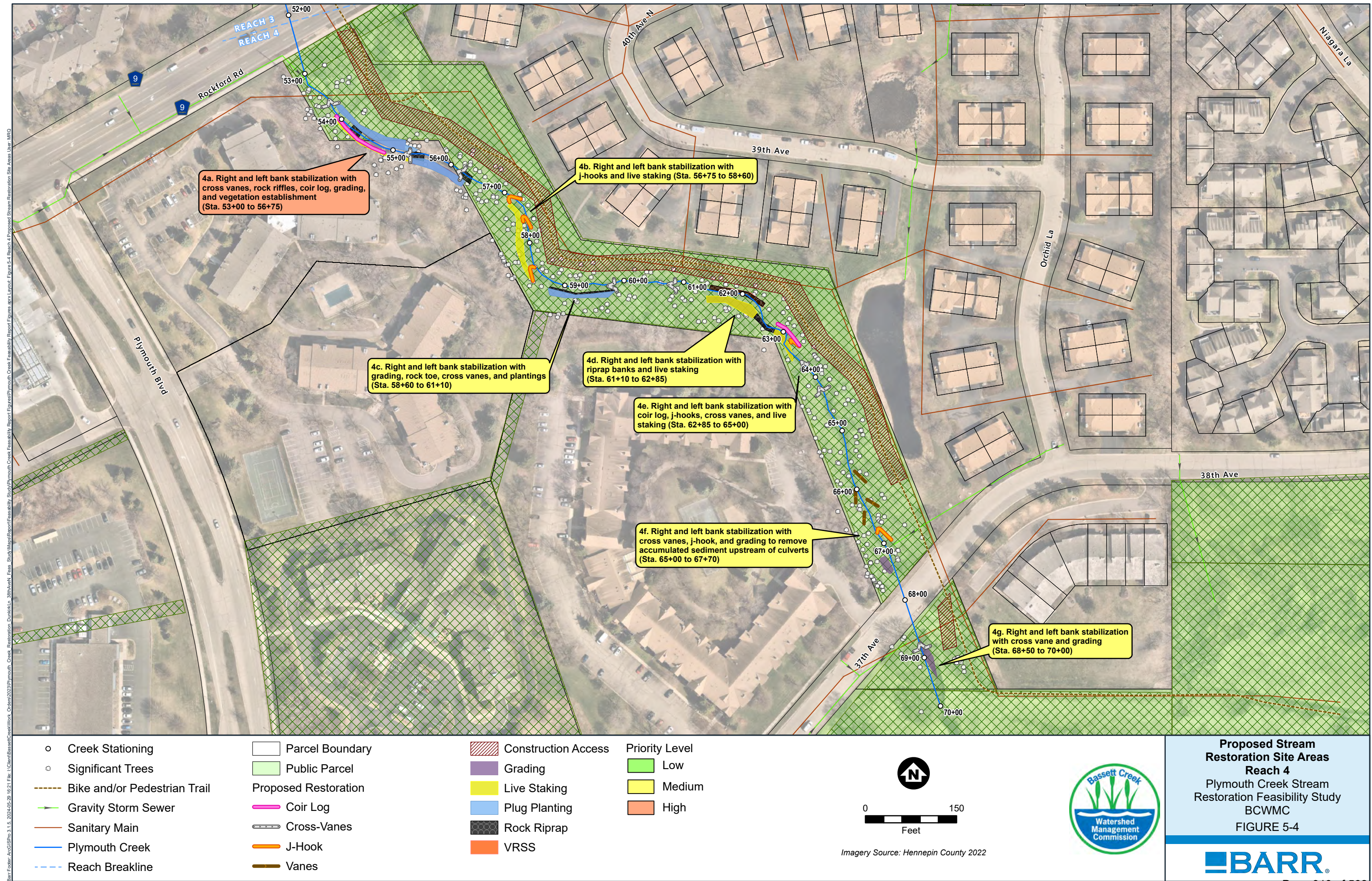


Table 5-2 Scoring Methodology for Stream Restoration Areas

Plymouth Prioritization Metric	Weight for Scoring
Severity of existing erosion	Varied based on Bank Erosion Hazard Index (BEHI) score. Moderate=1, High=2, Very high= 3
Creek ownership	3 points if construction occurs on city/public land, 2 points if public easement, and 1 point if private
Riparian ownership/access for stabilization	3 points if construction occurs on city/public land, 2 points if public easement, and 1 point if private
Riparian ownership/access for vegetation work	3 points if vegetation management occurs on city/public land, 2 points if public easement, and 1 point if private
Ease of construction access	3 points if the trail can be used, 2 points if public/city land can be used, 1 point if existing easement can be used, and no points if private land
Protection of existing structures/infrastructure (within 25 feet of streambank)	15 points if protecting sanitary sewer structures and 5 points if protecting other infrastructure such as the trail
Impact on surrounding areas	1 point if site requires minimal to no channel or bank grading
Potential for future erosion	Varied, based on summing BEHI and NBS values as described below. Moderate BEHI=1, High BEHI=2, Very high BEHI= 3, Very low NBS=1, Low NBS=2, Moderate NBS=3, High NBS= 4, Very high NBS=5, Extreme NBS=6
Opportunity for habitat creation or restoration	2 points if upland or stream habitat creation, based on stream restoration technique
Preservation of healthy trees, native significant trees	2 points if protecting significant trees
Vegetation establishment	2 points if vegetation establishment is part of stream restoration
Education potential	2 points if the proposed work could be viewed from the trail and 1 point if the proposed work is near the Plymouth Creek Elementary School

Specific details related to the exact locations of restoration and prioritization rankings are presented in Appendix C. Using the scoring criteria described above, each restoration area was given a ranking value of low, medium, or high, as shown below:

- Low: Score below 18
- Medium: Score between 18.1 and 31.9
- High: Score 32 and above

As a result of scoring and prioritization, the recommended restoration concept includes 6 high, 16 medium, and 4 low-priority restoration areas. If funding is available, the Commission Engineer recommends restoring all identified erosion areas. However, if costs for completing all of the restoration areas are prohibitive, the Commission Engineer recommends restoring areas based on their priority ranking. Estimated construction costs are presented in Section 7.1. Table 5-3 summarizes the restoration areas and proposed stabilization measures, the priority rankings for each restoration area, and the photo numbers for each restoration area (photos are in Appendix A).

Table 5-3 Proposed Restoration Areas (areas shown in Figure 5-1 through Figure 5-4)

Restoration Areas and Proposed Stabilization Measures	Priority	Photo numbers ¹
1a. Right and left bank stabilization with floodplain and channel realignment grading, rock toe, and vegetation establishment (Sta. 0+00 to 3+85)	High	1, 2
1b. Right and left bank stabilization with rock toe, plantings, and VRSS (Sta. 3+85 to 6+05)	High	3,4
1c. Right bank stabilization with grading and plantings (Sta. 6+05 to 7+05)	Medium	5
1d. Right bank stabilization with rock toe and VRSS (Sta. 7+05 to 8+90)	Medium	6,7
1e. Right and left bank stabilization with rock toe, VRSS, plantings and cross vane (Sta. 9+10 to 10+20)	Medium	8
1f. Right and left bank stabilization with coir logs, grading, and plantings (Sta. 10+20 to 13+55)	Medium	9, 10
1g. Right and left bank stabilization with channel realignment, cross vanes, and plantings (Sta. 13+55 to 15+35)	High	11, 12
1h. Right and left bank stabilization with rock toe, vegetation, and j-hooks (Sta. 15+35 to 18+30)	Medium	13, 14
2a. Right and left bank stabilization with rock toe, cross vanes, j-hook, and vegetation establishment (Sta. 18+70 to 21+00)	Medium	15, 16
2b. Grading to improve channel definition and improve settling capacity of basin (Sta. 21+00 to 23+30)	Low	17, 18
2c. Right and left bank stabilization with grading, rock toe, root wads, log vanes, and vegetation establishment (Sta. 23+40 to 25+40)	High	19, 20
2d. Right and left bank stabilization with grading, root wads, log vanes, woody debris removal, and vegetation establishment (Sta. 25+40 to 29+30)	Medium	21, 22
2e. Right and left bank stabilization with grading banks and side channels, log vanes, woody debris removal, and vegetation establishment (Sta. 29+30 to 33+90)	Medium	23, 24
2f. Right and left bank stabilization with grading, woody debris removal, log vanes, and vegetation establishment (Sta. 33+90 to 36+00)	Medium	25
3a. Grading to improve channel definition and remove accumulated sediment (Sta. 37+00 to 38+00)	Low	26
3b. Right and left bank vegetation management (Sta. 38+00 to 42+30)	Low	
3c. Right and left bank stabilization with cross vanes, j-hooks, and woody debris removal (Sta. 42+30 to 46+40)	High	27, 28
3d. Right and left bank stabilization with log vanes, plantings, and installation of riprap (Sta. 46+40 to 49+00)	Medium	29, 30
3e. Right and left bank vegetation management (Sta.49+00 to 51+50)	Low	
4a. Right and left bank stabilization with cross vanes, rock riffles, coir log, grading, and vegetation establishment (Sta. 53+00 to 56+75)	High	31, 32
4b. Right and left bank stabilization with j-hooks and live staking (Sta. 56+75 to 58+60)	Medium	33, 34
4c. Right and left bank stabilization with grading, rock toe, cross vanes, and plantings (Sta. 58+60 to 61+10)	Medium	35, 36
4d. Right and left bank stabilization with riprap banks and live staking (Sta. 61+10 to 62+85)	Medium	37
4e. Right and left bank stabilization with coir log, j-hooks, cross vanes, and live staking (Sta. 62+85 to 65+00)	Medium	38, 39

Restoration Areas and Proposed Stabilization Measures	Priority	Photo numbers ¹
4f. Right and left bank stabilization with cross vanes, j-hook, and grading (Sta. 65+00 to 67+70)	Medium	40, 41
4g. Right and left bank stabilization with cross vane and grading to remove accumulated sediment (Sta. 68+50 to 70+00)	Medium	42
1. Photos are in Appendix A 2. Right and left bank refer to looking downstream		

Using the summary above, we developed three implementation options:

- Option 1: complete stream restoration solely in high-ranked areas.
- Option 2: complete stream restoration in high- and medium-ranked areas.
- Option 3: complete stream restoration in all 26 ranked areas.

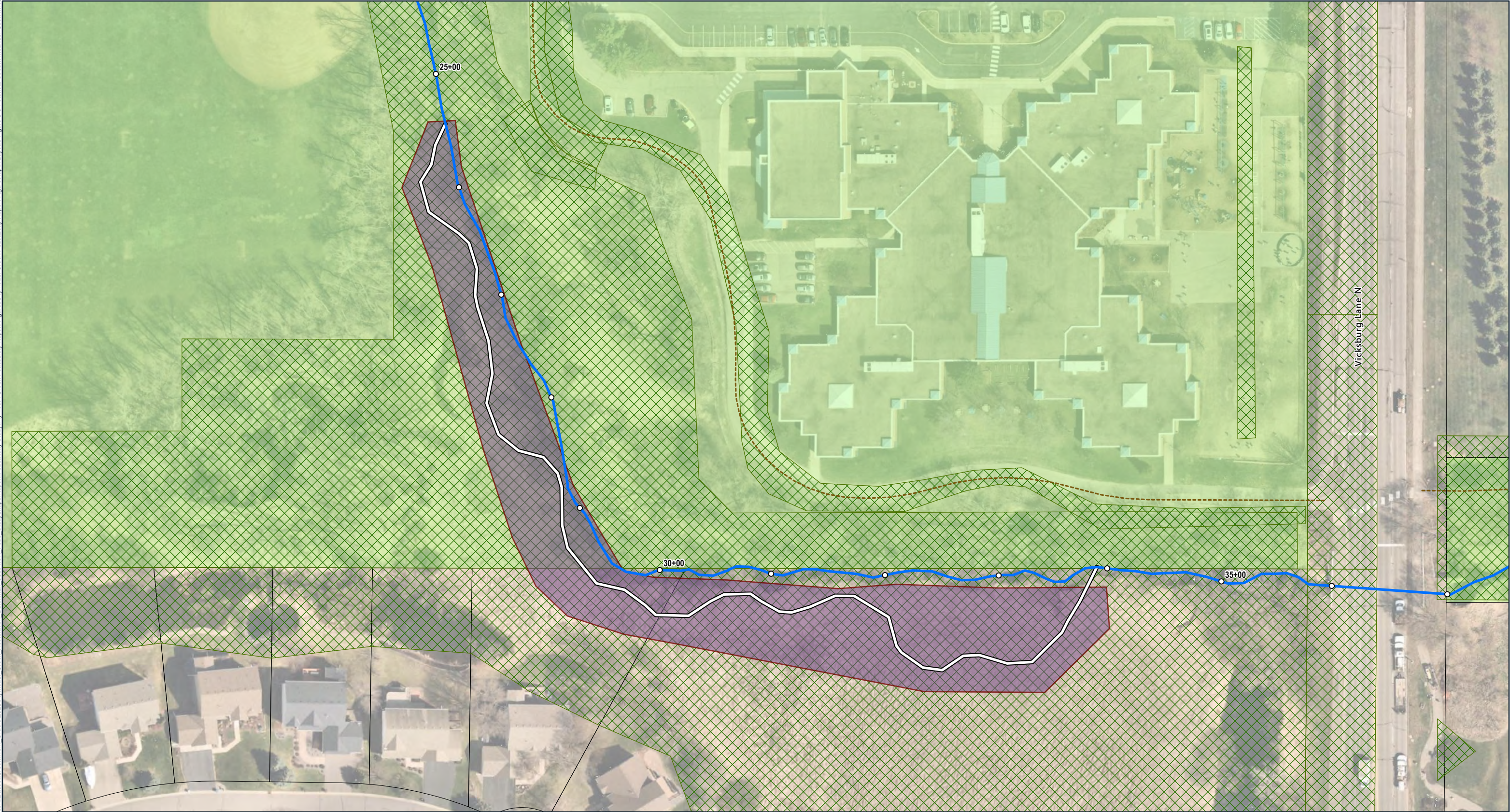
Option 1 primarily includes sites that have infrastructure at risk from erosion such as sanitary lines and the walking trail. Option 2 includes all of the Option 1 sites as well as additional sites with actively eroding banks that are contributing to total suspended solids and total phosphorus loading to stream. Option 3 includes all of the Option 1 and 2 sites along with proposed sediment removal (see Section 5.4), and additional areas of riparian vegetation management above the ordinary high water level.

5.3 Channel Meander

If funding allows, the Commission Engineer recommends an alternative to the proposed stream restoration described for areas 2d and 2e (near Plymouth Creek Elementary) in Table 5-3, to create a meandering channel as shown in Figure 5-5. In 1947, Plymouth Creek was ditched and straightened, possibly to improve access to agricultural fields. Natural channels are typically sinuous, and re-establishing a meandering pattern can be an important part of restoring a ditched and straightened stream. Potential benefits of a reestablishing a meandering pattern include:

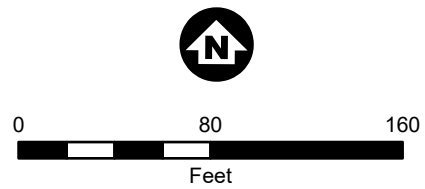
- Increasing stream length and sinuosity
- Decreasing velocities and likelihood of bank erosion by allowing flows exceeding the bankfull event to spread out and disperse energy across the wider floodplain
- Increasing resiliency during higher flow storm events
- Enhancing in-stream, and riparian habitat
- Promoting groundwater connectivity if new channel bedding includes void spaces for sub-surface flow
- Enhancing geomorphic processes including sediment transport and deposition
- Enhancing floodplain connectivity if floodplain grading is incorporated into the design

Although reestablishing a meandering pattern could improve the stream as described above, the meander restoration alternative has a higher construction cost, which is discussed further in Section 7.



- Creek Stationing
- Plymouth Creek
- Potential Re-meander
- - - Bike and/or Pedestrian Trail
- Grading Extents

- Parcel Boundary
- Public Parcel



Imagery Source: Hennepin County 2022



Potential Stream Meander
Plymouth Creek Stream
Restoration Feasibility Study
BCWMC

FIGURE 5-5



5.4 Sediment Removal

The City requested an evaluation of sediment accumulation and potential removal in three locations along the study reach:

- In the area upstream of the ballfields and downstream of Yuma Lane (approximate station 22+00 to 23+00)
- Downstream of Vicksburg Lane (approximate station 36+80 to 37+20)
- Downstream of 38th Avenue North (approximate station 68+70 to 69+20)

In addition to the three areas noted above, we noted three additional sediment accumulation zones during the site walk:

- Upstream of Rockford Road (approximate station 51+00 to 51+30)
- Downstream of Rockford Road (approximate station 53+00 to 53+40)
- Upstream of 38th Avenue North (approximate station 67+00 to 67+50)

Sediment has accumulated in each of these areas, likely related to reduced velocities in ponding areas upstream of culvert crossings and/or over-widening of the channel and associated reduced velocities downstream of culvert crossings.

Based on our review of the areas of accumulated sediment, we recommend removal of the sediment within 15 feet of the culverts in these two locations, as accumulated sediment partially impedes flow through culverts at these locations, and removal will allow the culverts to function at full capacity:

- Upstream of Rockford Road
- Upstream of 38th Avenue North

Removal of sediment at two historically-dredged locations identified in the restoration reach would alter what has become, effectively, a broad floodplain adjacent to the channel. The following well-vegetated deposition areas are functioning as floodplains for the channel (flood flows easily access these areas, velocities are reduced as water flows across floodplains, and sediment drops out in the floodplain). Removal of existing accumulated sediment would eliminate the functioning floodplain in these areas; therefore, we do not recommend removal in these locations:

- Upstream of the ballfields (station 22+00 to 23+00)
- Downstream of Vicksburg Lane (station 36+80 to 37+20)

Sediment accumulation is stable and vegetated at the following locations; therefore, we do not recommend removal:

- Downstream of Rockford Road
- Downstream of 38th Avenue North

For this study, sediment removal is categorized as a low priority and included as a component of Option 3 only due to its minimal impact on water quality improvement.

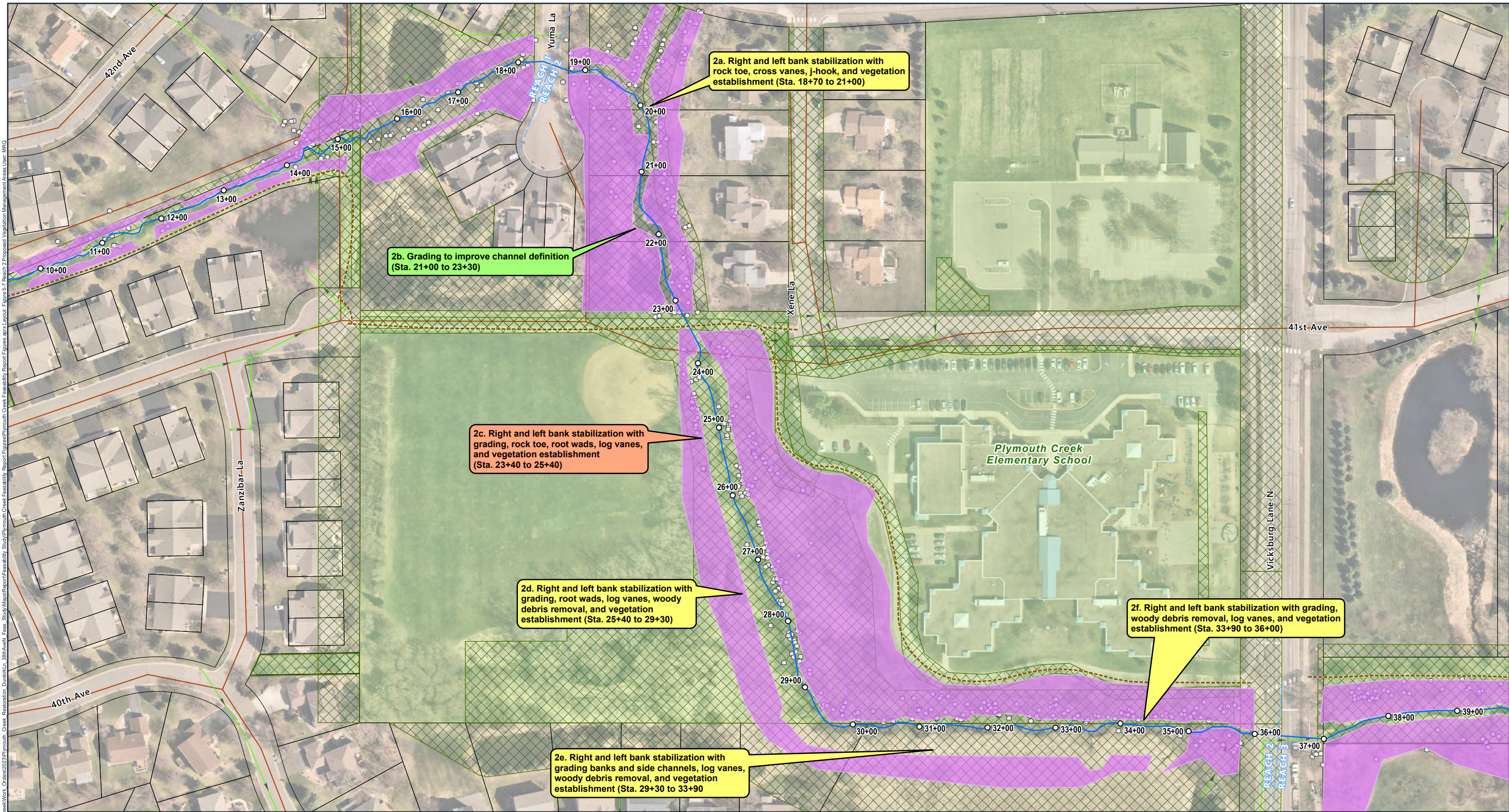
5.5 Riparian Vegetation Management

The Commission Engineer proposes vegetation management for all options due to presence of buckthorn and other invasive species along the 7,000-foot reach. Vegetation management areas for the reach were defined starting from the top of streambanks to either mowed lawns or the biking/walking trail. The objective of the vegetation management areas is to remove unhealthy trees and invasive species and establish deep-rooting native trees, shrubs, sedges, grasses and forbs. Selective tree removals will open the tree canopy to allow understory vegetation to grow. Plantings and seeding will establish vegetation along the streambank and riparian area to stabilize bare soils and increase resistance to stream erosion while enhancing habitat and natural riparian function.

Riparian vegetation management adjacent to proposed in-stream and streambank restoration areas is a proposed component of every option in this feasibility study. Typically, the proposed vegetation management areas are 25 to 40 feet wide but can be as narrow as 15 feet and as wide as 80 feet. The vegetation management width changes due to the varying proximity of the creek to buildings and the bike/pedestrian trail Figure 5-6 through Figure 5-9.

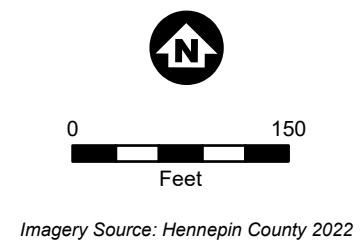
According to the January 2023 BCWMC Requirements for Improvements and Development Proposals, a buffer is required for proposed projects along priority streams that will result in more than 200 yards of cut or fill, or more than 10,000 square feet of land disturbance. The stream buffer should be 10 feet wide or 25% of the distance between the ordinary high-water level (top of bank of the channel) and the nearest existing structure (impervious building or other object that is constructed or placed on the ground that is intended to remain in place for longer than a temporary period), whichever is less. Based on the locations of buildings along this section of Plymouth Creek, a 10-foot buffer would be required and can be provided as part of the proposed project.



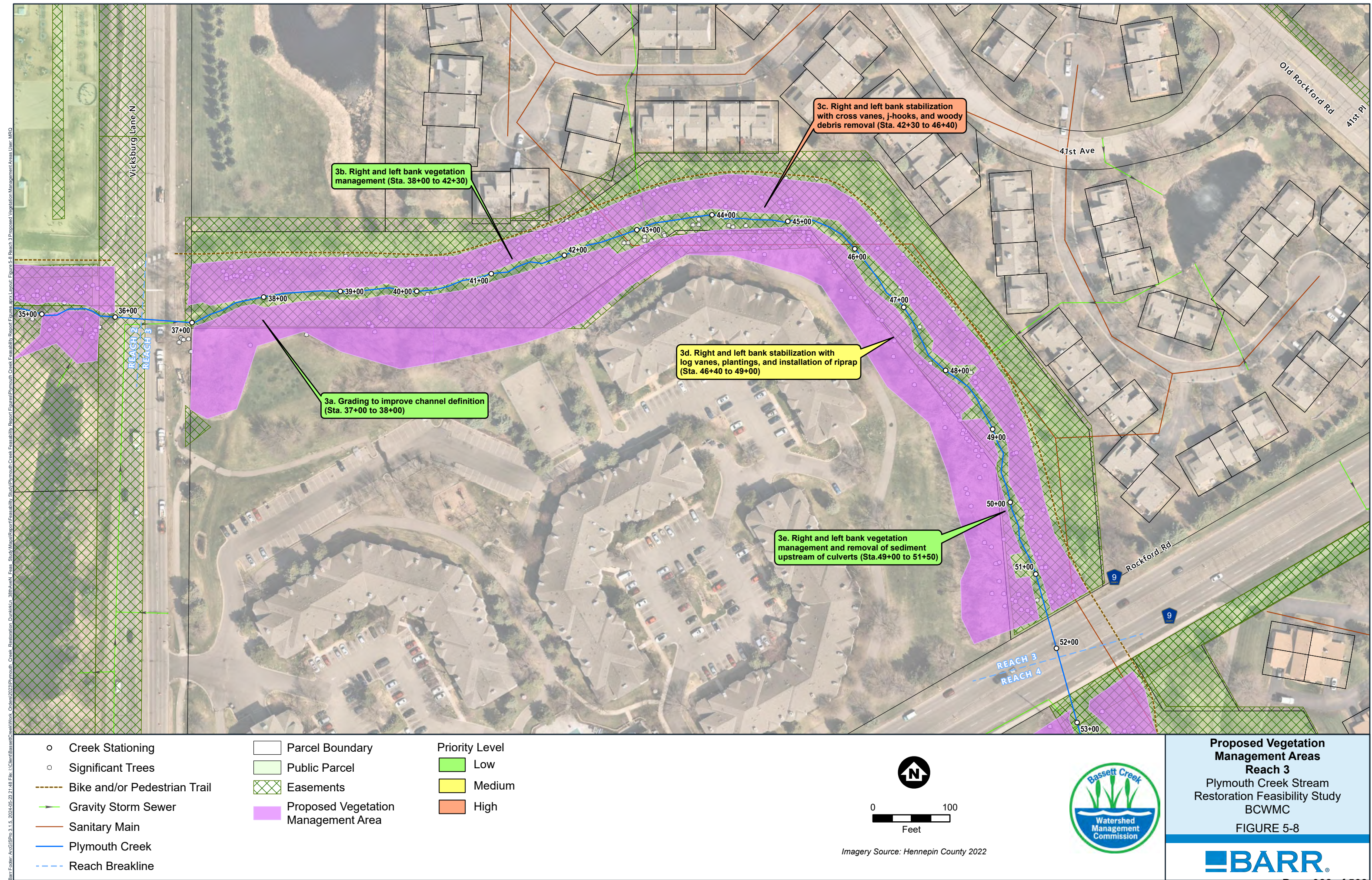


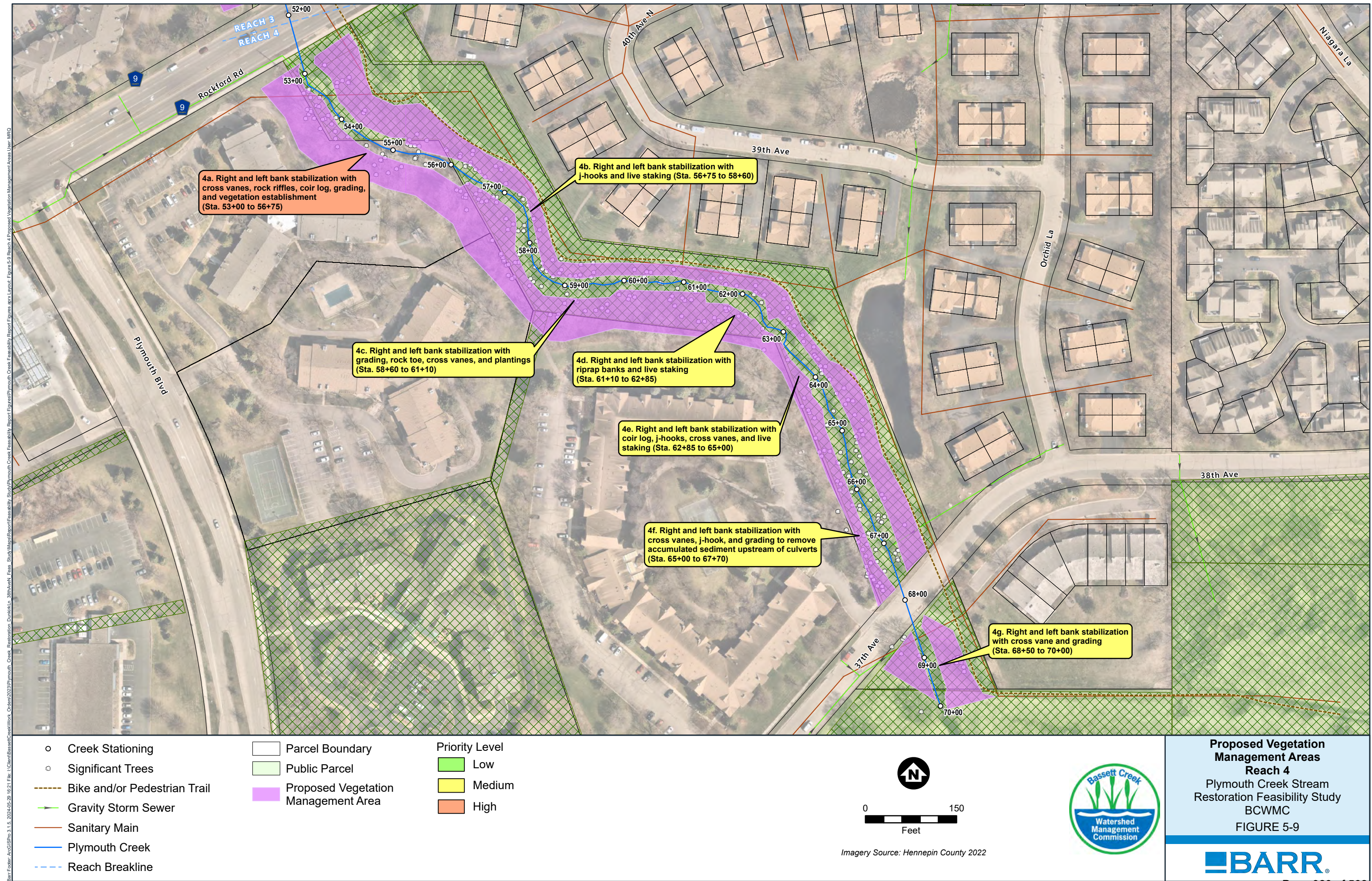
- Creek Stationing
- ⊙ Significant Trees
- - - Bike and/or Pedestrian Trail
- - - Gravity Storm Sewer
- - - Sanitary Main
- - - Plymouth Creek
- - - Reach Breakline
- ▭ Parcel Boundary
- ▭ Public Parcel
- ▭ Easements
- ▭ Proposed Vegetation Management Area

- Priority Level
- ▭ Low
 - ▭ Medium
 - ▭ High



Proposed Vegetation Management Areas
Reach 2
 Plymouth Creek Stream Restoration Feasibility Study
 BCWMC
 FIGURE 5-7





6 Modeling Results and Potential Project Impacts

This section discusses the results of the hydrologic, hydraulic, and water quality modeling and provides information on potential project impacts, including permitting requirements.

6.1 Hydrologic, Hydraulic, and Water Quality Modeling

Hydrologic and hydraulic information is available for the approximately 7,000-foot reach. For this analysis, the Commission Engineer used the BCWMC 2021 XP-SWMM model, which is the most current version of the jurisdictional model. We used the model to evaluate the Atlas 14, 2-, 10-year, and 100-year, 24-hour design storm events to estimate flood elevations, flows, and velocities along the project reach. In addition to reviewing the hydrologic and hydraulic model results for the project area, we completed an analysis to estimate potential pollutant reductions for the proposed three options.

6.1.1 BCWMC XPSWMM Model Review

The Commission Engineer reviewed the XPSWMM model to understand the peak flow rates, velocities, and elevations throughout the project area. Table 6-1 summarizes the XPSWMM modeling locations along the project reach where model results showed velocities that exceeded 2 feet per second during the 2-, 10-, or 100-year 24-hour storm events. Velocities that exceed 2 feet per second are often associated with higher shear stresses that can impact the selection of the appropriate stream restoration techniques. For example, short native grasses are appropriate in areas with velocities up to 4 feet per second, coir logs can be used in areas with velocities up to 8 feet per second, and larger diameter riprap can be used in areas with velocities up to 12-16 feet per second.

Final design efforts will require additional refinements to the XP-SWMM modeling and a review of the final design water surface profile to ensure the project does not impact adjacent property and does not increase flood elevations. Similarly, the stream stability thresholds for the proposed features should be reviewed to ensure the final design will be stable. The constructed improvements should be incorporated into the next update of the BCWMC XP-SWMM model after project completion.

Table 6-1 Summary of BCWMC XPSWMM Model Results for Project Area under Existing Conditions

Station	2-year			10-year			100-year		
	Flow Rate (cubic feet per second)	Velocity (feet per second)	Flow Depth (feet)	Flow Rate (cubic feet per second)	Velocity (feet per second)	Flow Depth (feet)	Flow Rate (cubic feet per second)	Velocity (feet per second)	Flow Depth (feet)
0+05, downstream Dunkirk Lane culvert	46.2	2.1	1.8	56.2	2.1	2.0	144.8	2.1	3.3
2+25	46.2	4.4	2.1	56.2	4.7	2.2	144.8	5.3	3.3
4+90	46.2	4.0	3.5	56.2	4.3	3.9	144.8	5.3	5.4
6+20	46.2	1.6	3.5	56.2	1.8	4.0	144.8	2.7	5.4
7+35	46.3	1.2	3.5	56.3	1.4	4.0	144.9	2.3	5.3
8+60	51.5	1.4	3.4	65.9	1.6	3.9	145.6	2.6	5.1
13+50	59.4	2.7	3.0	79.2	2.9	3.4	103.8	3.1	4.0
18+00, upstream of Yuma Lane culvert	60.9	4.1	1.6	119.9	4.5	2.0	105.3	5.0	2.8
22+05, upstream pedestrian trail crossing near Plymouth Creek Elementary	53.4	2.0	2.8	85.1	2.6	3.3	206.3	5.8	4.8
30+05	53.4	2.1	3.3	85.8	2.4	3.9	206.2	3.2	4.4
34+50	72.7	2.3	3.9	135.2	2.2	5.1	312.2	2.2	7.5
35+50, upstream of Vicksburg Road culvert	90.2	1.2	4.5	170.3	2.2	5.6	397.0	5.1	7.5

Station	2-year			10-year			100-year		
	Flow Rate (cubic feet per second)	Velocity (feet per second)	Flow Depth (feet)	Flow Rate (cubic feet per second)	Velocity (feet per second)	Flow Depth (feet)	Flow Rate (cubic feet per second)	Velocity (feet per second)	Flow Depth (feet)
44+95	91.9	1.4	3.4	172.0	1.7	4.3	396.0	2.1	5.8
46+80	91.9	1.6	2.7	172.0	2.0	3.4	395.9	2.6	4.9
47+75	91.9	1.9	2.1	172.0	2.2	2.7	395.9	2.5	4.4
48+40	94.2	1.9	4.3	176.5	2.1	5.3	403.5	2.3	7.2
49+35	94.2	2.0	5.4	176.5	2.0	6.6	403.6	2.2	8.6
51+00, upstream of Rockford Road culvert	103.6	4.5	1.3	195.3	4.4	2.4	452.8	6.1	4.4
65+55, upstream of 37th Street culvert	124.7	3.4	0.3	249.5	2.1	1.4	559.4	4.7	3.8

6.1.2 Anticipated Pollutant Removals

The Commission Engineer estimated the pollutant (total phosphorus (TP) and total suspended solids (TSS)) removals that would result from the proposed Plymouth Creek Stream Restoration project using approaches developed by Rosgen et al. (3) and BWSR (16).

The proposed stabilization measures will result in reduced streambank erosion and, therefore, reduced sediment and phosphorus loading to Plymouth Creek and all downstream water bodies, including Medicine Lake, Bassett Creek, the Mississippi River and Lake Pepin. We estimated the existing streambank erosion rate (in units of feet per year) for each stabilization location based on a field assessment method known as the Bank Assessment for Non-Point Source Consequences of Sediment (BANCS) model (3).

The BANCS model uses two erosion-estimation tools to develop risk ratings: Bank Erosion Hazard Index (BEHI) and near bank stress (NBS). The BEHI rating evaluates the susceptibility of a segment of streambank to erosion as a result of multiple processes: surface erosion, fluvial entrainment (movement of material that becomes suspended in the channel during high flows), and mass erosion (wasting). The NBS rating characterizes the energy distribution against a segment of streambank; disproportionate energy distribution in the near-bank region can accelerate bank erosion. The BEHI and NBS estimation tools are applied in a field assessment for each segment of streambank potentially contributing sediment to the stream channel. The Commission Engineer performed BEHI assessments for multiple segments of the Plymouth Creek project area during site visits in November 2023 and completed NBS ratings using aerial imagery from Google Earth dated 2018. Although it is not the newest aerial imagery, we used aerial imagery from 2018 because it provided the best imagery of the creek during leaf-off season.

The field-determined BEHI and NBS ratings for the Plymouth Creek project area are shown in Figure 2-1 and in tabular form in Appendix D. Approximately 16% of the eroding right banks (looking downstream) are in the moderate BEHI category, 66% are in the high BEHI category, and 18% are in the very high BEHI category. Approximately 35% of the left eroding banks (looking downstream) are in the moderate BEHI category, 51% are in the high BEHI category, and 14% are in the very high BEHI category. The majority of the right and left banks rated a very low NBS category, with only fourteen channel bends rated higher than a very low NBS category.

To convert BEHI and NBS ratings into a streambank erosion rate estimate, the BANCS model relies on measured bank erosion data to develop relationships applicable to various hydrologic and geologic conditions. No such relationship is currently available for Minnesota streambanks; this feasibility study uses bank erosion rates from the United States Department of Agriculture – Natural Resources Conservation Service (USDA-NRCS) (17) along with relationships developed from streambank erosion data collected in sedimentary and metamorphic geologic regions in North Carolina (18). Appendix D shows the estimated bank erosion rate for each stabilization location; estimated erosion rates range from 0.01 to 0.5 feet per year.

We calculated the estimated total sediment load from bank erosion using the approximate dimensions of the eroding streambanks at each restoration area. We estimated the impacts of the stabilization options on water quality based on the assumption that each stabilization measure successfully addresses erosion at the site and brings erosion to a low rate, representative of a stable stream in this geologic setting. For this analysis, we assumed a stable low erosion rate, which means there would be no change in NBS, and the BEHI erosion would be improved to half of the erosion rate of a moderate BEHI score. Appendix C shows the resulting estimated sediment load reduction for all proposed restoration areas. We calculated

the corresponding reduction of TSS and TP loads using an estimation tool developed by BWSR (16). The BWSR tool assumes that all eroded sediment becomes TSS, which is conservative because eroded sand and gravel are typically not suspended but transported as bedload. The BWSR tool also assumes that the TP load is equivalent to 1.0 pound of TP per ton of eroded sediment.

The total reduction in pollutant loading resulting from stabilization depends on the total linear feet of channel stabilization. Pollutant reduction estimates are not impacted by the amount of sediment removed nor invasive vegetation management. Table 6-2 summarizes the pollutant loading reduction estimates based on the approximate length of restoration. Option 2 and Option 3 have the same estimated pollutant reductions because the options repair the same length of eroding streambank. Option 3 has 1,160 more feet of restored stream length, but this includes banks that are solely restored with sediment removal and additional riparian vegetation management. The sediment removal and additional riparian vegetation management are not expected to reduce pollutant reductions because the work does not directly repair an eroding streambank, but will benefit habitat and enhance long-term stability of the reach.

Table 6-2 Pollutant Reduction Estimates by Proposed Option

Restoration Length, by Option	Total Suspended Solids Reduction (lb/yr)	Total Phosphorus Reduction (lb/yr)
Option 1: 2,800 linear feet ¹ – High priority areas only	87,310	43.6
Option 1a: 4,205 linear feet ¹ – High priority with meander	170,510	85.2
Option 2: 8,715 linear feet ¹ – High and medium priority areas (same reductions with meander)	296,720	148.4
Option 3: 9,875 linear feet ¹ – High, medium, and low priority areas (same reductions with meander)	296,720 ²	148.4 ²

¹Linear feet = sum of right and left bank that is repaired

²The Commission Engineer assumes that sediment removal will not increase pollutant reductions.

6.2 Easement Acquisition

In general, most of the project reach is adjacent to the City of Plymouth bike/pedestrian trail, public land, and existing easements that can be used for construction of the stream restoration and construction access. However, there are multiple proposed construction locations that will require new easements. Temporary easements may be required in Reach 1 because there is minimal separation between the creek and the edge of existing easements and/or private parcel boundaries from station 3+00 to 12+00. Therefore, coordination with residents will be required for construction access and temporary construction easement acquisition in these areas. Also, permanent easements may need to be acquired for other restoration areas due to proposed channel work or riparian work occurring outside of publicly owned land or existing easements. Lastly, temporary or permanent easements may be required for vegetation management areas adjacent to the creek. Table 6-3 summarizes the length of easements required by design option and type of easement required.

Table 6-3 Summary of New Easements Required per Design Option

Design Option	Length of Permanent Easement for Stream Work (Channel or Riparian)	Length of Temporary Easement for Construction Access	Length of Temporary Easement for Vegetation Management	Total Length of Easement
Option 1	250	395	904	1,549
Option 2, without meander	250	806	2,412	3,468
Option 3, without meander	250	806	3,105	4,161
Meander	0	0	0	0

6.3 Permits Required for the Proposed Project

The proposed project is expected to require the following permits/approvals, regardless of the selected concept:

- Clean Water Act Section 404 and Section 401 Water Quality Certification
- Construction Stormwater General Permit from the MPCA
- Compliance with the Minnesota Wetland Conservation Act
- Environmental Assessment Worksheet (potentially required, see paragraph 6.3.4 for more detail)
- Public Waters Work Permit from the MnDNR
- Compliance with BCWMC requirements

6.3.1 Section 401 and 404 Permit

The USACE regulates the placement of fill into wetlands if they are hydrologically connected to a Water of the United States (WOTUS) in accordance with Section 404 of the Clean Water Act (CWA). The MPCA may be involved in wetland mitigation requirements as part of the CWA Section 401 water quality certification process for the 404 Permit. A joint state and federal application for a Section 404 Permit and a Section 401 Certification should be filed and submitted to the MPCA and the USACE.

Section 401 of the Clean Water Act ensures that the federal government does not issue a permit or license for a project that will result in a violation of the state water quality standards set under WOTUS. Minnesota requires a federal Section 404 permit when a project impacts a WOTUS. The MPCA will then review the project under Section 401 against their own water quality standards for that body of water. A 404 permit cannot be issued until the MPCA has either certified that the project impacting WOTUS will comply with the state water quality standards, or they have waived their review of the project. The BCWMC developed its Resource Management Plan (RMP) with the goal of completing a conceptual-level USACE permitting process for proposed projects. The RMP was submitted to the USACE in April 2009 and revised in July 2009. This feasibility study follows the protocols for projects within the BCWMC RMP.

The USACE Section 404 permit requires a Section 106 review for historic and cultural resources. The results of the archaeological reconnaissance study are included in Section 3.5. If the State Historic Preservation Office (SHPO) requests more detailed information, a Phase I Archaeological Survey may need to be completed. A Phase I Archaeological Survey can be completed in 45 days or less during a

frost-free period. Past project experience indicates that the Section 404 permit review and approval process could require 120 days to complete. These projects may fit under the USACE Nationwide Permit 13 for bank stabilization or Nationwide Permit 27 for restoration, a Regional General Permit, or may require an individual permit. Verification of the USACE Nationwide Permit requirements and comparison to the proposed project features/impacts will be necessary during the project design phase to determine which permit is most applicable. Coordination with the USACE will help to confirm specific requirements related to the project.

6.3.2 Minnesota Pollution Control Agency (MPCA) Permits

Construction of the proposed project will require a National Pollutant Discharge Elimination System/State Disposal System Construction Stormwater (CSW) General Permit issued by the MPCA. The CSW permit will require the preparation of a SWPPP that explains how stormwater will be controlled within the project area during construction.

Based on the findings of our desktop review of the MPCA's "What's In My Neighborhood?" database (see Section 3.6), we do not anticipate that environmental impacts such as contaminated soil and debris will be encountered during stream restoration activities; therefore, we do not anticipate that the project will require minimization measures for disposing of contaminated soil. In the unlikely event that environmental impacts are encountered during the creek restoration earthwork, contaminated materials will need to be handled and managed appropriately. The response to the discovery of contamination typically includes entering the MPCA's voluntary program. A construction contingency plan could be prepared for the project, in accordance with MPCA guidance. This would include specifying initial procedures for handling potentially impacted materials, collecting analytical samples, and working with the MPCA to determine a method for managing impacted materials.

6.3.3 Minnesota Wetland Conservation Act

The Minnesota Wetland Conservation Act (WCA) regulates the filling and draining of wetlands and excavation within Type 3, 4, and 5 wetlands—and may regulate any other wetland type if fill is proposed. The WCA is administered by local government units (LGUs), which include cities, counties, watershed management organizations, soil and water conservation districts, and townships. The City of Plymouth is the LGU for the entire project area. The Minnesota Board of Water and Soil Resources (BWSR) oversees administration of the WCA statewide.

As described in Minnesota rules 8420, the WCA is applicable to the types of wetland impacts that could result from this project, and a permit related to wetland impacts may be required; however, the LGU will have the final determination.

6.3.4 Environmental Assessment Worksheet

The Minnesota Environmental Policy Act of 1973 (MEPA) established the [Environmental Quality Board \(EQB\)](#), which oversees the formal environmental review process for the state of Minnesota. An Environmental Assessment Worksheet (EAW) is a screening tool used to determine whether a full environmental impact statement is needed. Minnesota Rules 4410.4300 (Mandatory EAW Categories) identifies triggers that would require a project proposer to prepare an EAW. Minnesota Rules 4410.4300 Subp. 27A requires an EAW for projects that will change or diminish the course, current, or cross-section of one acre or more of any public water or public waters wetland. For this mandatory EAW category, the responsible government unit (RGU) would be the MnDNR or the LGU for the project. If an EAW is

required for the project, the MnDNR will require completion of the EAW before they would issue a Public Waters Work Permit for the project.

During the final design, it will be important to keep track of the size of the disturbance footprint below the ordinary high water level. The proposed meander addition would alter roughly 0.5 acre of a public water (Bassett Creek) by shifting the channel into a new footprint and the proposed sediment removal would alter 0.33 acre of a public water. Based on current high-level estimates commensurate with this conceptual phase of the project, an EAW would likely be required if Option 3a is selected (all proposed restoration areas, plus the meander and sediment removal). Options 3, 2, 2a and 1 are unlikely to reach the disturbance threshold of one acre or more that would trigger the need for an EAW.

6.3.5 Public Waters Work Permit

The MnDNR regulates projects constructed below the ordinary high water level of public waters, watercourses, or wetlands, which alter the course, current, or cross-section of the waterbody. Public waters regulated by the MnDNR are identified on published public water inventory (PWI) maps. Plymouth Creek is a public watercourse, so the proposed work will require a MnDNR public waters work permit.

6.3.6 BCWMC Requirements

The proposed project includes work in the BCWMC 100-year floodplain; therefore, the proposed project must adhere to the BCWMC's floodplain requirements. Due to the nature of the proposed work, the main requirements from the BCWMC are that:

- the project must maintain no net loss in floodplain storage, and
- no increase in flood level at any point along the trunk system.

The flood levels for the BCWMC are managed to a precision of 0.00 feet.

If the proposed project disturbs more than one acre of land, the BCWMC erosion and sediment requirements must also be met and reviewed for compliance. The BCWMC erosion and sediment control specifics are outlined in the January 2023 BCWMC Requirements for Improvements and Development Proposals.

6.4 Other Impacts

6.4.1 Tree Loss

The estimated removals of healthy trees resulting from the implementation of the proposed project depend on the proposed restoration length (i.e., which design option is selected). Appendix E includes a summary of the estimated healthy tree removal by species. The tree removal estimates resulting from grading or construction access for each stream restoration option are:

- Option 1: 107 total trees, 35 of which are not buckthorn, box elder, green ash, or Siberian elm (species that are invasive or prone to disease or infestation).
- Option 2: 233 total trees, 75 of which are not buckthorn, box elder, green ash, or Siberian elm (species that are invasive or prone to disease or infestation).
- Option 2a (with meander): 193 total trees, 67 of which are not buckthorn, box elder, green ash, or Siberian elm (species that are invasive or prone to disease or infestation).

- Option 3: 248 total trees, 76 of which are not buckthorn, box elder, green ash, or Siberian elm (species that are invasive or prone to disease or infestation).
- Option 3a (with meander): 208 total trees, 68 of which are not buckthorn, box elder, green ash, or Siberian elm (species that are invasive or prone to disease or infestation).

The number of trees removed could be reduced during design and construction by modifying construction access points and bank grading to protect trees. In addition to the tree removal estimates above, the proposed restoration work would include the removal of dead and dying trees and the removal of additional trees, such as buckthorn, as part of the invasive species management. As a result, the cost estimates presented in Section 7 include a higher number of tree removals than listed above.

6.4.2 Water Quality Impacts

The proposed stabilization measures will result in a reduction of the sediment and phosphorus loading to Plymouth Creek and all downstream water bodies, including Medicine Lake. We estimated total suspended sediment and total phosphorus loadings prior to and after stabilization using BEHI and NBS ratings from the field, described in further detail in Section 6.1.2.

6.4.3 Utility Considerations

One of the important considerations for implementing this stream restoration project is the stream's proximity to infrastructure, such as sanitary and storm sewer lines. Throughout the 7,000-foot reach, sanitary lines are present, crossing the creek channel and running along creek banks. If a sanitary line were to break, there is the potential for a release of sewage into the creek, which would drastically decrease the creek's water quality. Throughout the reach, grade control structures (cross vanes) are proposed to maintain cover over sanitary lines at all crossing locations.

7 Cost Considerations

7.1 Opinion of Cost

The Commission Engineer's cost estimate is a Class 4 feasibility-level cost estimate as defined by the American Association of Cost Engineers International (AACE International) and includes the assumptions listed below and detailed in the following sections.

- The cost estimate assumes a 20% construction contingency.
- Costs associated with design, permitting, and construction observation (collectively "engineering") are assumed to be 30% of the estimated construction costs (excluding contingency).
- Construction easements may be necessary to construct the project.; however, the costs were not estimated as part of this study
- Additional work may be required to determine if cultural and/or historical resources are present at any project site.

The Class 4 level cost estimates have an acceptable range of between -15% to -30% on the low range and +20% to +50% on the high range (19). Based on the development of concepts and initial vetting of the concepts by the City of Plymouth, BCWMC, and MnDNR, it is not necessary to use the full acceptable range for the cost estimate. We assume the final costs of construction may range between -15% and +30% of the estimated construction budget. The assumed contingency for the project (20%) incorporates the potential high end of the cost estimate range.

Table 7-1 summarizes the feasibility-level total construction cost estimates, the 30-year annualized total construction cost estimates, and the annualized costs per pound of TSS and TP removed for the Plymouth Creek Stream Restoration Project. Table 7-1 presents the cost for each of the prioritized preferred options described in Section 5.2. Appendix F provides detailed cost-estimate tables for each option.

Table 7-1 Plymouth Creek Stream Restoration Options Cost Summary

Option Description	Cost Estimate ^(1,4)	Annualized Cost ⁽²⁾	TP Loading		TSS Loading	
			Load Reduction (lb/yr)	Cost/lb/yr Reduced ⁽³⁾	Load Reduction (lb/yr)	Cost/lb/yr Reduced ⁽³⁾
Option 1. High-ranked restoration areas	\$726,000 (\$581,000–\$944,000)	\$50,000	43.6	\$1,163	87,310	\$0.57
Option 2. High- and medium-ranked restoration areas	\$2,066,000 (\$1,653,000–\$2,686,000)	\$145,000	148.4	\$977	296,720	\$0.49
Option 3. All proposed restoration areas	\$2,196,000 (\$1,757,000–\$2,855,000)	\$156,000	148.4	\$1,051	296,720	\$0.53
Option 1a. High-ranked restoration area + meander	\$1,369,000 (\$1,096,000–\$1,780,000)	\$88,000	85.2	\$1,033	170,510	\$0.52
Option 2a. High- and medium-ranked restoration areas + meander	\$2,360,000 (\$1,888,000–\$3,068,000)	\$162,000	148.4	\$1,092	296,720	\$0.55
Option 3a. All proposed restoration areas + meander	\$2,420,000 (\$1,936,000–\$3,146,000)	\$170,000	148.4	\$1,146	296,720	\$0.57

- (1) A Class 4 screening-level opinion of probable cost, as defined by the American Association of Cost Engineers International (AACE International), has been prepared for these options. The opinion of probable construction cost provided in this table is based on the Commission Engineer's experience and qualifications and represents our best judgment as experienced and qualified professionals familiar with the project. The cost opinion is based on project-related information available to the Commission Engineer at this time and includes a conceptual-level design of the project. It includes 20% project contingency and 30% for planning, engineering, design, and construction administration. The lower bound is assumed at -15%, and the upper bound is assumed at +30%.
- (2) Assumed to be 15% of the total project cost for annual maintenance, plus replacement cost associated with major repairs and the initial project cost distributed evenly over a 30-year project lifespan.
- (3) Annualized cost divided by estimated annual pollution load reduction.
- (4) Costs do not include easements or construction access routes

7.2 Funding Sources

The BCWMC will use its CIP funds to implement this project. The source of these funds is an ad valorem tax levied by Hennepin County over the entire Bassett Creek watershed on behalf of the BCWMC. The BCWMC CIP currently includes \$2 million earmarked for this project. In addition to BCWMC CIP funds, the City of Plymouth and the BCWMC plan to seek out grant opportunities to assist with funding the project.

7.3 Schedule

The BCWMC will hold a public hearing for this project in September 2024. Pending the outcome of the hearing, the BCWMC will consider officially ordering the project, entering into an agreement with the City of Plymouth to design and construct the project, and certifying to Hennepin County a final 2025 tax levy

for this project. As an alternative, the BCWMC could design and construct the project instead of entering into an agreement with the City of Plymouth for the design and construction phase.

The construction work would likely begin in winter 2025/2026, as tree removal should occur in the period from October 15 to early April, outside of the northern long-eared bat's active season (mid-April – October 14). Additionally, excavation during the winter would be appropriate to complete the major earthwork during periods with less frequent runoff events. Construction could potentially continue in winter 2026/2027. Final restoration would be completed either in the spring/summer of 2026 or spring/summer 2027, pending the progress of winter construction.

For project construction to begin winter of 2025/2026, project design should occur the winter of 2024/2025 to spring of 2025. If project construction is scheduled for winter 2025/2026, summer 2025 bidding is recommended. This will give contractors adequate scheduling time to complete the project at a reasonable price. In the intervening time, the City (or the BCWMC if the Commission decides to design and construct the project) would gather public input, prepare the final design, and obtain permits.

8 Recommended Option

The Commission Engineer recommends implementing Option 3—completing restoration in all high, medium, and low priority areas, plus sediment removal. If funding allows, the channel meander alternative could also be included as part of the restoration project. Because Option 1 does not include restoration of the stream between stations 25+00 and 34+00, the cost of the construction of a new meander in this vicinity would be a stand-alone increase of \$600,000 (including planning, design, engineering, permitting, and construction) beyond the base cost of Option 1. Installation of the new channel meander would increase the cost of Option 2 and Option 3 by approximately \$300,000 because these options already include work in the area of the new meander section. All three options, including sub-options with the new meander include using a combination of stream stabilization methods discussed in Section 5.2. The three options for restoration are based on a low, medium, and high prioritization ranking of restoration areas. The high priority areas are included in Option 1, the medium and high priority areas are included in Option 2, and all of the restoration areas are included in Option 3, including removal of sediment upstream of Rockford Road and upstream of 38th Avenue North. Restoration areas were prioritized based on criteria developed for the Bassett Creek Main Stem Restoration feasibility study and modified for this project by City of Plymouth staff and the Commission Engineer (see Section 5.2). All three options would effectively stabilize eroding banks, contribute to habitat improvements, reduce the chance of potential future erosion, and protect existing infrastructure. Section 7.1 summarizes the costs of the three prioritized recommended concepts. The recommended option (Option 3) comes at a higher cost than the other options. Therefore, if funding is not available and a lower-cost project is desired, we recommend implementing (at a minimum) Option 1—completing high-priority areas—and completing medium- to low-ranked areas as budget allows.

Our recommendation also considers the economies of scale, and the ease of performing the work at all sites at once (permitting, public outreach, single contractor).

9 References

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Appendix A

Site Visit Photos



Photo 1 **Site 1a. Looking downstream at the sinuous channel with bare banks with undercutting at station 1+50.**



Photo 2: **Site 1a. Looking downstream at station 2+75. The left bank is bare at a vertical angle, while the right bank is angled and has a soil material change at the bottom foot of the bank.**



Photo 3: Site 1b. Looking downstream at sediment build up on left bank and bare right bank at station 4+60



Photo 4: Site 1b. Looking downstream at station 5+00, both banks have tree roots present.



Photo 5: Site 1c. Looking downstream at station 6+40, slight undercut for left bank and slumping on the right bank.



Photo 6: Site 1d. Looking downstream at the straight channel segment at station 7+20.



Photo 7: Site 1d. Looking downstream at station 7+75, the right bank is eroding due to a sharp turn and could encroach on the trail.



Photo 8: Site 1e. Looking downstream at station 9+25, the left bank is angled and bare while the right bank is vertical with spotty plant coverage.



Photo 9: Site 1f. The creek begins to become more sinuous at station 11+40 and the left bank has undercut.



Photo 10: Site 1f. Looking downstream at station 12+50, low bank on left side, higher bank on right side, plant cover is intermittent.



Photo 11: Site 1g. Looking downstream at station 14+00, both banks are low with some undercutting.



Photo 12: Site 1g. Looking downstream at station 15+10, multiple outlets enter this location and could contribute to the eroding banks.



Photo 13: Site 1h. Looking downstream at station 16+00, upstream of a large pool that is at least 6 feet deep.



Photo 14: Site 1h. Looking downstream at station 16+80, the channel becomes sinuous and sediment deposition has occurred on the right bank.



Photo 15: Site 2a. Looking downstream at station 19+20, this location is downstream of an outlet; flows with high exit velocities are eroding the left bank.



Photo 16: Site 2a. Looking downstream at station 20+30, the right bank is bare and vertical. There are two footbridges in this vicinity.



Photo 17: Site 2b. Looking downstream at station at 22+00, there is a buildup of sediment in the channel that is approximately 40 feet by 100 feet in area.



Photo 18: Site 2b. Looking upstream at 23+20. Roughly 40% of the channel width is filled in. Most of the sediment buildup is 1 foot above the water surface level, with a few locations reaching 2 feet higher than the water surface.



Photo 19: Site 2c. Looking downstream at station 23+50 from the pedestrian trail.



Photo 20: Site 2c. Looking downstream at station 24+80 with steep eroding banks and woody debris in the channel.



Photo 21: Site 2d. Looking upstream at station 26+50, both banks are angled at approximately 60 degrees and are bare.



Photo 22: Site 2d. Looking at the right bank at station 27+90, the bank is mostly exposed.



Photo 23: Site 2e. Looking downstream at station 30+30, the right bank is bare while the left bank had moderate cover.



Photo 24: Site 2e. Looking downstream at station 31+10, woody debris has fallen into the channel and there is slight sediment accumulation at the bottom of the banks.



Photo 25: Site 2f. Looking downstream at station 34+40, multiple fallen trees in the channel creating woody debris and potential channel blockages.



Photo 26: Site 3a. Looking downstream at the sediment island formed at station 37+00 due to the pipe crossing at Vicksburg Road. The island width ranges from 1 to 10 feet wide, is 30-feet long, and roughly 1 foot above the water surface level.



Photo 27: Site 3c. Looking downstream at station 42+90, both banks have minimal vegetative surface protection.



Photo 28: Site 3c. Looking downstream at a bend at station 45+20.



Photo 29: Site 3d. Looking downstream at station 46+70 where the channel widens.



Photo 30: Site 3d. Looking downstream at station 47+50, the channel has bare banks and minor meandering and good floodplain connection.



Photo 31: Site 4a. Looking downstream at station 54+00, downstream of the Rockford Road crossing. Undercut bank (six inches or less).



Photo 32: Site 4a. Looking downstream at station 55+00, both banks have slight undercutting at the water line.



Photo 33: Site 4b. Looking downstream at station 57+00, the banks are vertical and bare.



Photo 34: Site 4b. Looking downstream at station 57+80, woody debris has fallen into the channel.



Photo 35: Site 4c. Looking downstream at station 59+00, the right bank is undercut below the tree roots.



Photo 36: Site 4c. Looking downstream at station 60+00, the left bank is undercut.



Photo 37: Site 4d. Looking downstream at station 62+30, sediment accumulation on the right bank.



Photo 38: Site 4e. Looking downstream at station 63+00, mild channel blockage.



Photo 39: Site 4e. Looking downstream at station 64+20, upstream of a larger deep pool.



Photo 40: Site 4f. Looking downstream at station 65+60, the banks are bare but have good floodplain connection



Photo 41: Site 4f. Looking downstream at station 66+90 towards the 38th Avenue crossing. The center and right culvert are partially blocked by sediment deposition.



Photo 42: Site 4g. Looking upstream at station 69+00 towards the 38th Avenue crossing. Slight sediment build up in center of channel near the culverts.



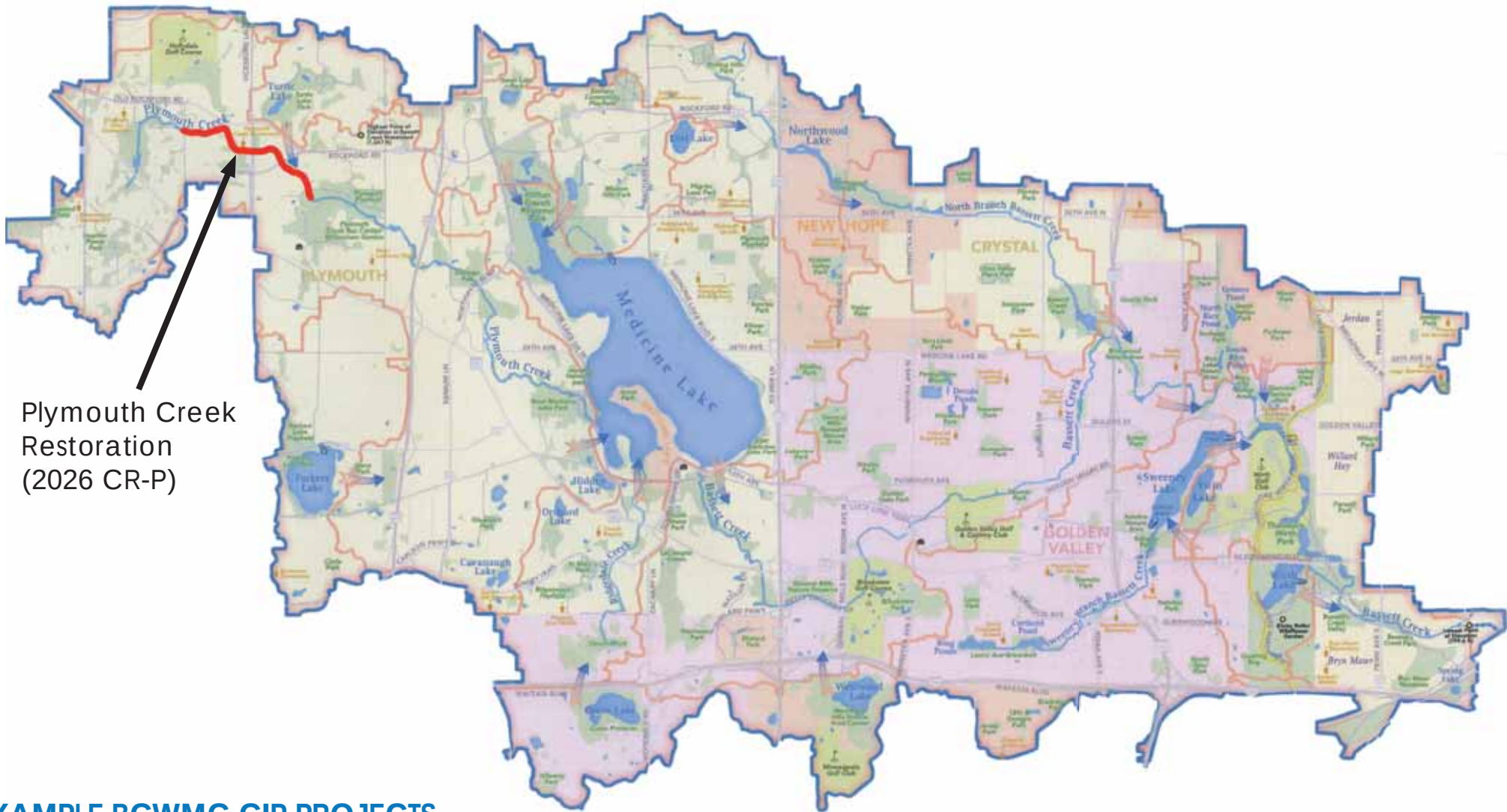


Appendix B

Open House Materials

About the Bassett Creek Watershed Management Commission (BCWMC)

The vision: stewardship of water resources to protect and enhance our communities



About the BCWMC

- **Regional government organization** formed in 1969 to focus on flood control along Bassett Creek
- **Operates under a 10-year management plan**
- **Focused on providing flood management and improving and protecting the water quality** of Bassett Creek and lakes/streams
- **Nine member cities:** Crystal, Golden Valley, Medicine Lake, Minneapolis, Minnetonka, New Hope, Plymouth, Robbinsdale, St. Louis Park,
- **Area:** approximately 40 square miles



Commission funding

- Contributions from nine member cities (approximately \$600,000 per year)
- Hennepin County tax levy for major projects (approximately \$1.5–2 million per year)
- Grant funds and application fees (varies)

Commission activities

- Implements capital improvement projects that reduce flooding and improve lakes, streams, and wetlands throughout the watershed
- Monitors water quality, performs studies, maps resources
- Provides water resource education and watershed-wide coordination
- Reviews developments for compliance with standards and requirements

EXAMPLE BCWMC CIP PROJECTS



Wirth Lake outlet



Plymouth Creek restoration (before and after)



Plymouth Creek Restoration Project

Plymouth Creek Erosion Issues and Restoration Prioritization



Restoration Prioritization Factors

Several factors will impact prioritization of Plymouth Creek restoration locations, including:

- Severity of existing erosion
- Public access/ownership
- Protection of existing structures/infrastructure
- Impact to surrounding areas
- Public visibility/accessibility
- Potential for future erosion (near-bank stress and bank erosion hazard index ratings)
- Opportunity for habitat creation or restoration
- Maintaining healthy, native significant trees (minimize removal)
- Vegetation establishment potential (exposure to sunlight)
- Ease of construction access
- Consideration of proximity/possibility for other improvements (e.g. new sediment trapping device in nearby storm drains)
- Potential for public education/signage

Any type of erosion comes with the associated issues:

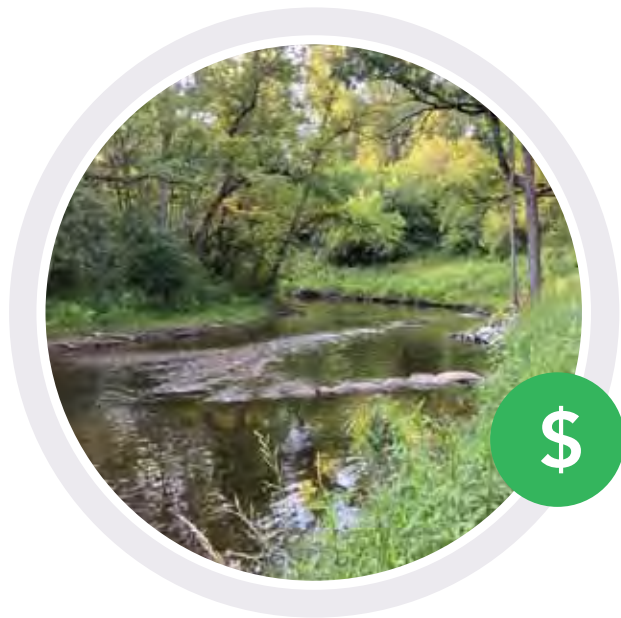
- Introduction of sediment to stream and downstream waterbodies
- Degradation of bank vegetation and reduced potential for re-growth
- Degradation of in-stream and bank habitats
- Increased risk of continued erosion
- Changed stream shape and size over time

Plymouth Creek Restoration Project



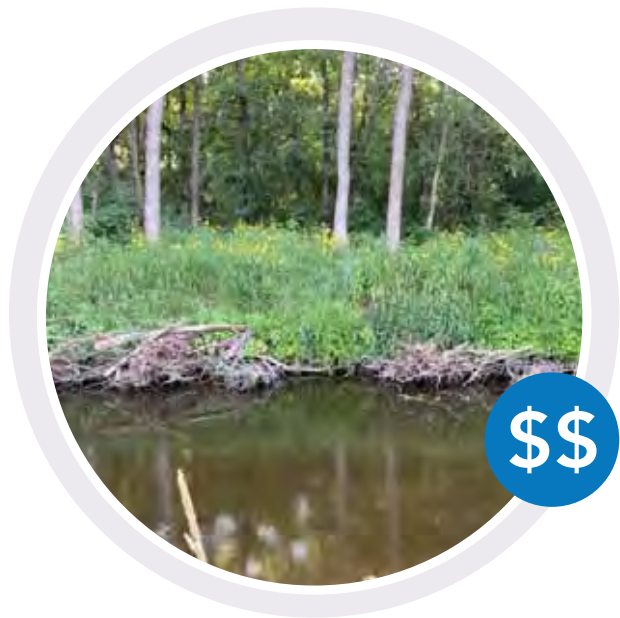
Stream Stabilization Methods

1



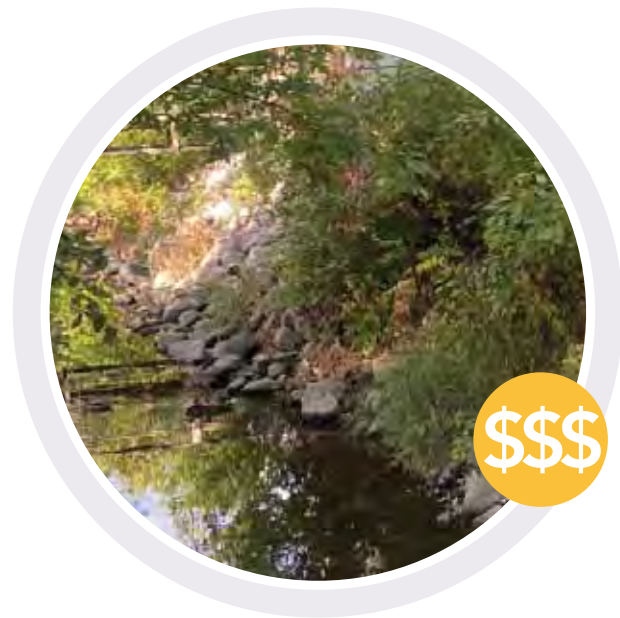
In-stream structures

2



Bank stabilization with bioengineering methods

3



Bank grading with riprap and vegetation establishment

Pros

- Reduces near-bank stress
- Minimal bank disturbance
- Lowest construction cost
- Diversifies flow within stream, including energy dissipation pools
- Provides in-stream habitat

Cons

- In-stream features can be obstructed with sediment and debris
- Continued erosion on unprotected bank toe outside the zone of influence of the structures

- More erosion protection along the base of the bank, also known as the bank toe
- Bioengineering and vegetation features can improve in-stream and bank habitat

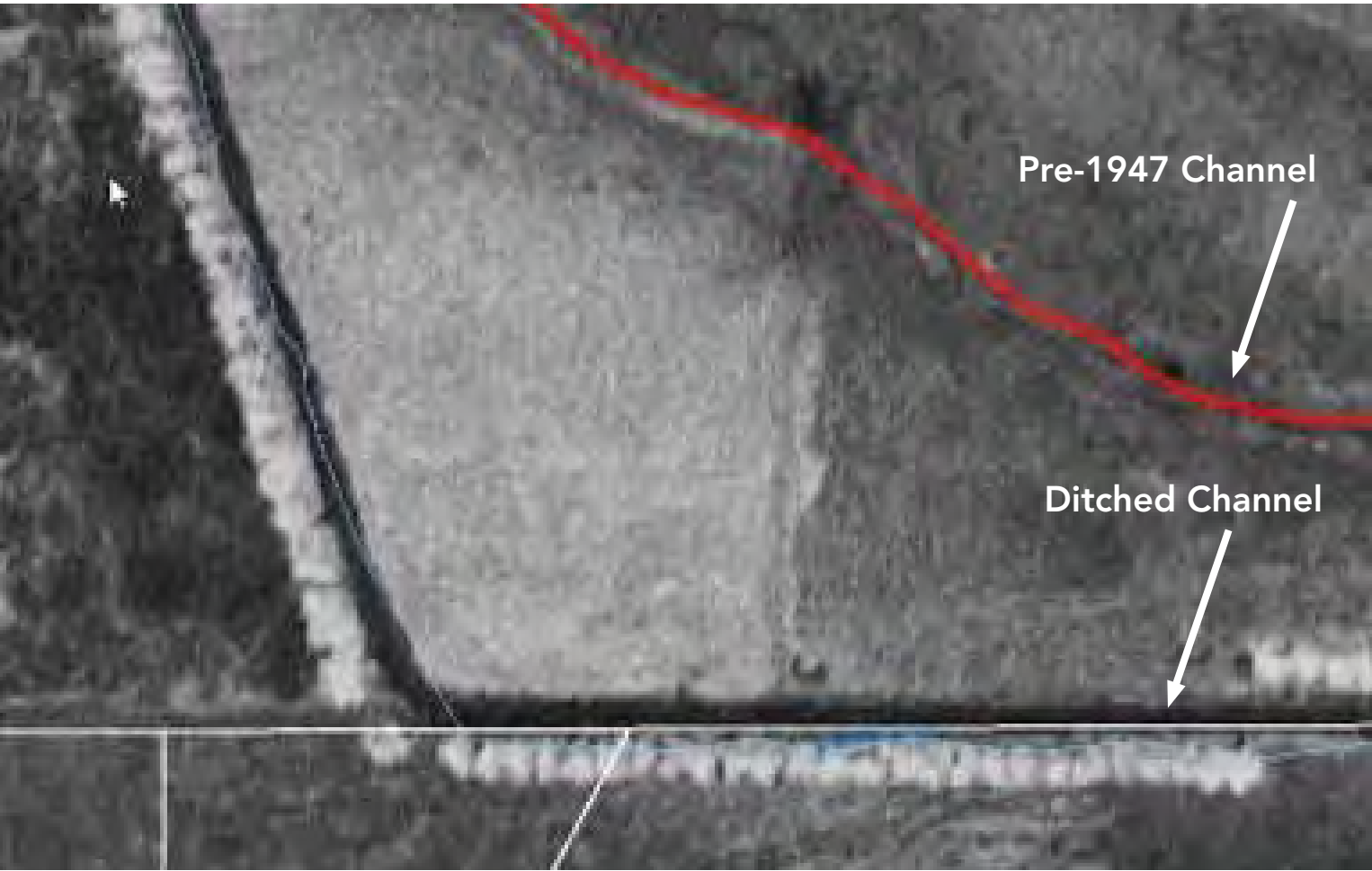
- Requires establishment period for vegetation features
- Moderate grading can increase construction costs, bank disturbance, and potential tree removal

- Riprap allows for the most protection against damaging (high shear stress) flows
- Immediate stabilization of eroding areas

- Riprap provides minimal in-stream or bank habitat
- Riprap and grading are more cost intensive
- Most bank disturbance during construction, and potential tree removal

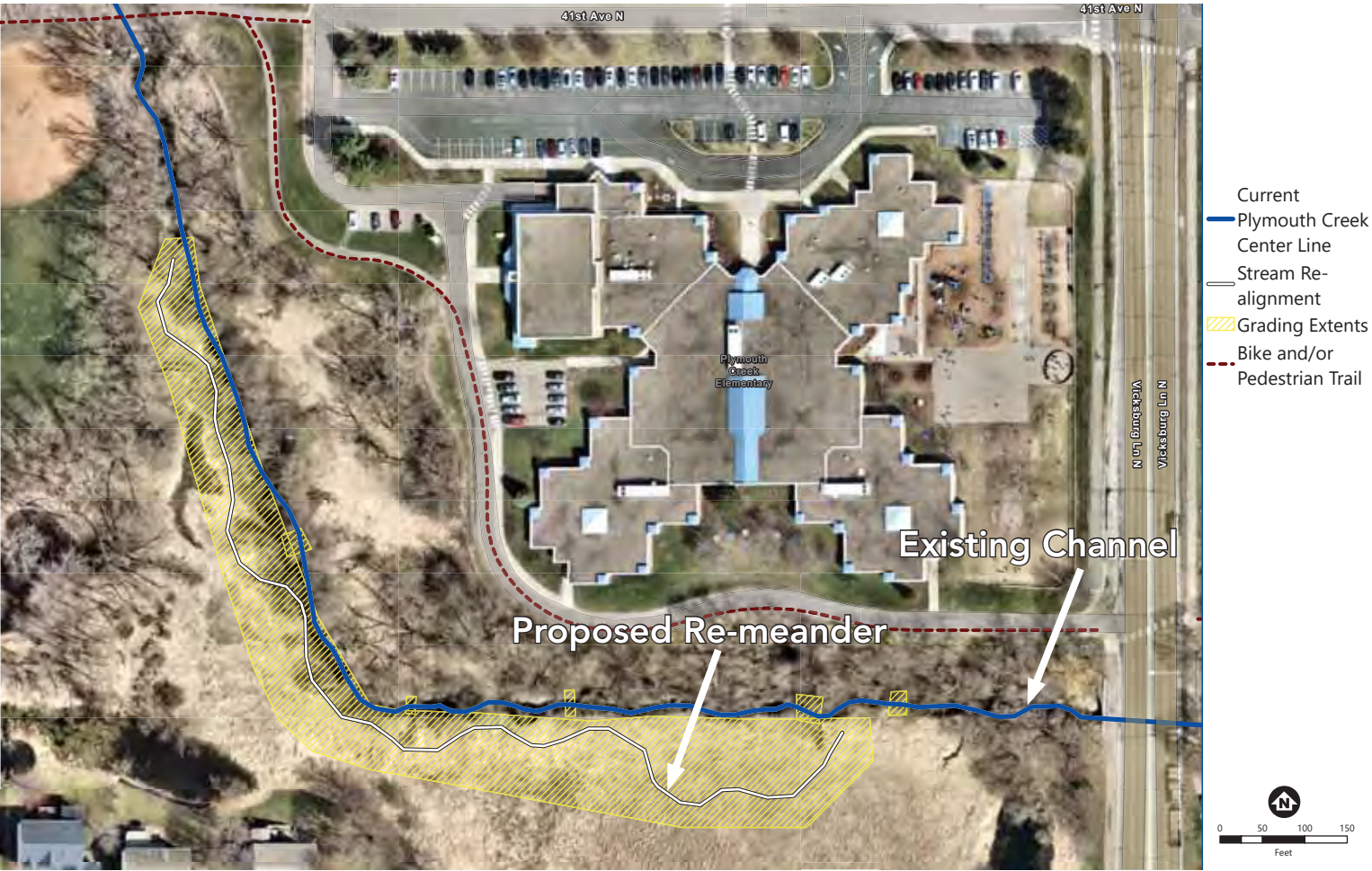
Potential Re-meandering

In 1947, Plymouth Creek was ditched and straightened, possibly to improve access to agricultural fields. It is likely that even the pre-1947 channel had been altered from the original stream flowpath. Natural channels are typically sinuous, and re-establishing a meandering pattern can be an important part of restoring a ditched and straightened stream. Creek re-meandering is one restoration option under consideration for the portion of the creek that is west and south of Plymouth Creek Elementary School.



Benefits of Re-meandering

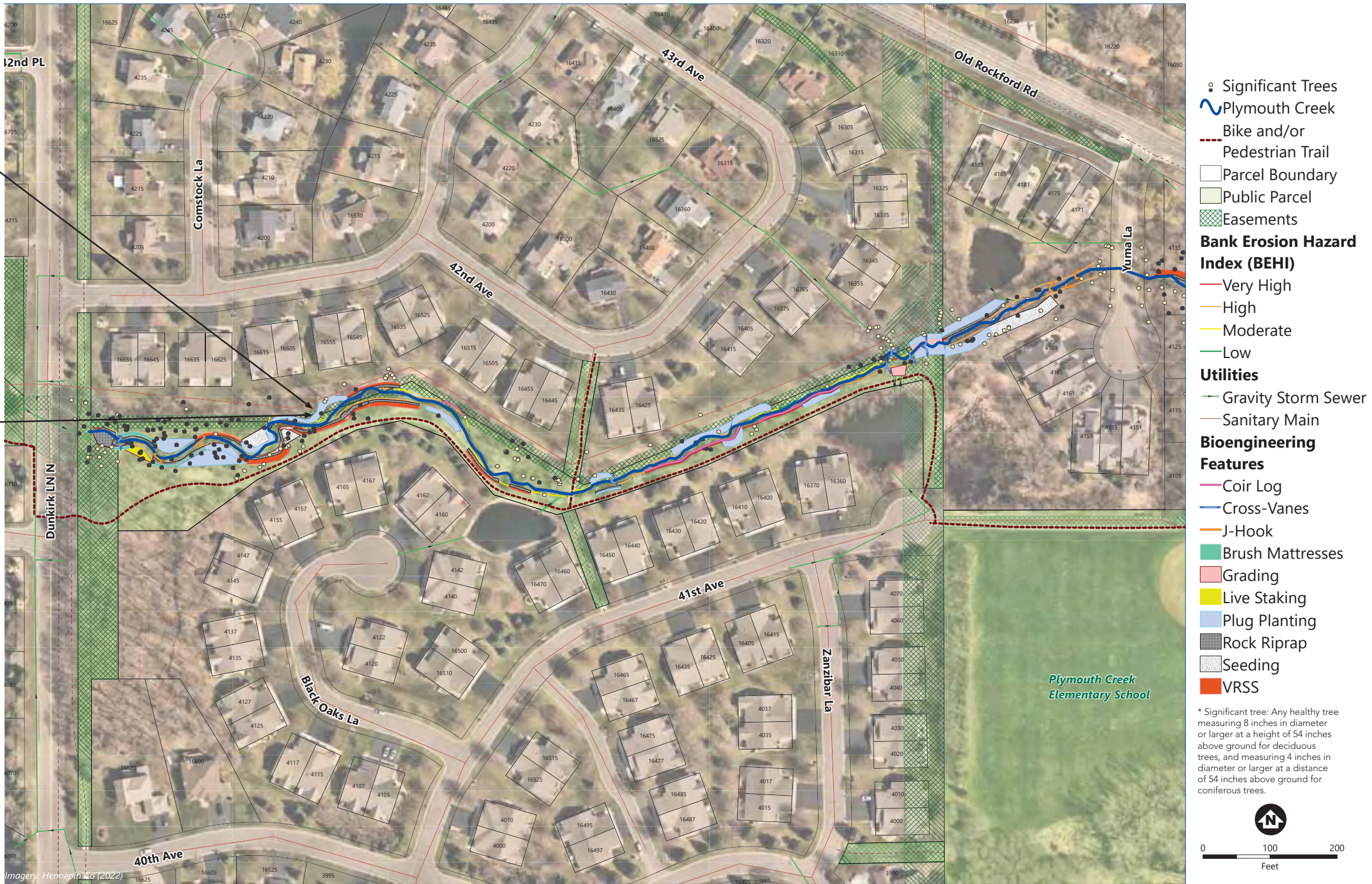
- Increases stream length and sinuosity
- Decreases flow rates and likelihood of bank erosion
- Increases resiliency during higher flow storm events
- Enhances habitat
- Promotes groundwater connectivity
- Enhances geomorphic processes including sediment transport and deposition



Preliminary Concept for Reach 1, Dunkirk Lane to Yuma Lane



- Regrade channel and stream banks to improve floodplain connection and soften tight curves
- Stabilize stream bank toe with rock riprap, coconut-fiber (coir) log, or root wads
- Stabilize stream bank with vegetative material (seed, live plugs, shrubs, and/or live cuttings)
- Remove invasive buckthorn within riparian zone and replace with native plantings

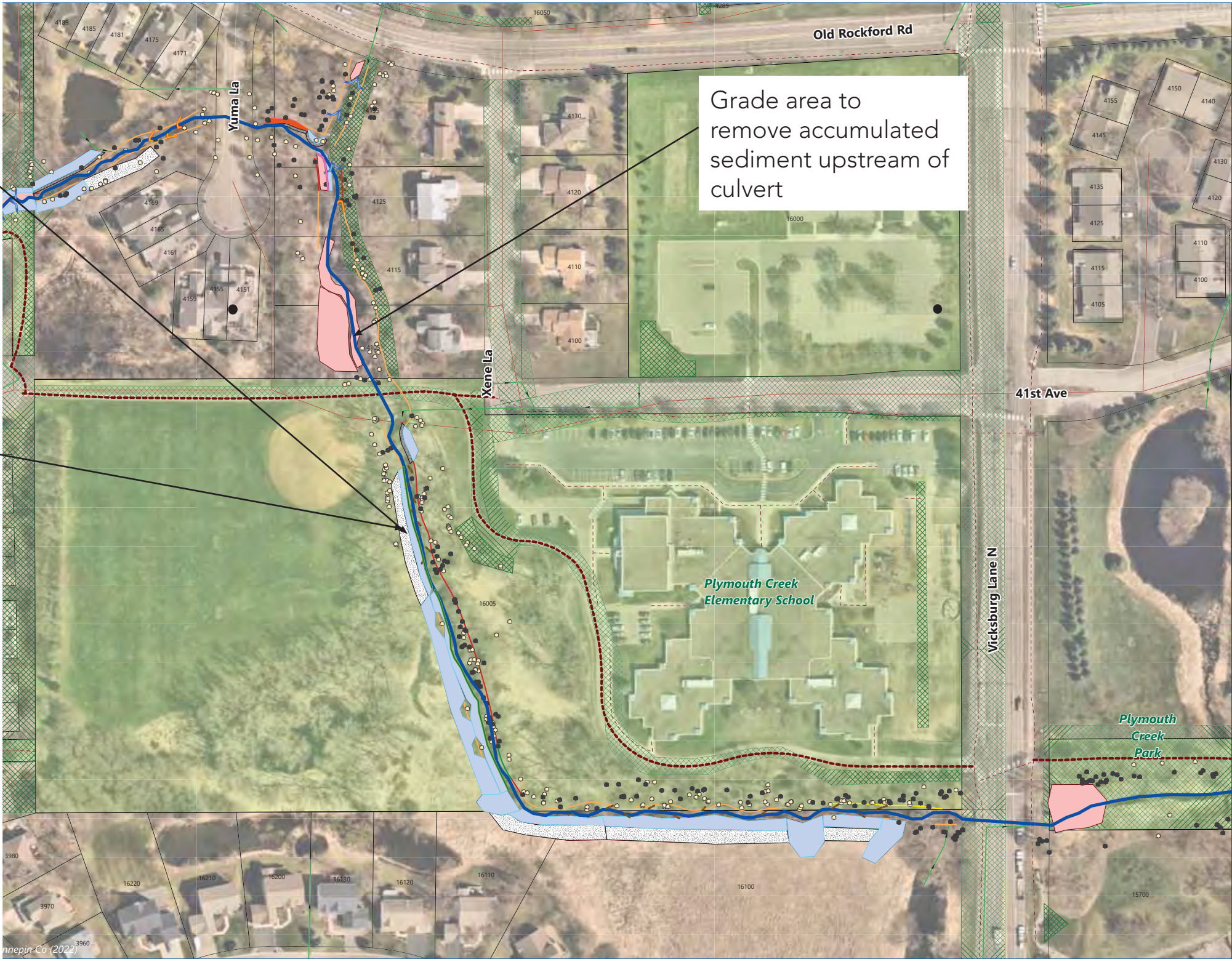


Preliminary Concept for Reach 2, Yuma Lane to Vicksburg Road

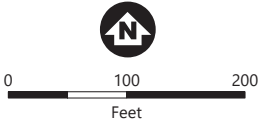


- Regrade channel and stream banks to improve floodplain connection
- Install rock vanes to maintain channel grade and route erosive flows away from stream banks
- Stabilize stream bank with vegetative material (seed, live plugs, shrubs, and/or live cuttings)
- Remove invasive buckthorn within riparian zone and replace with native plantings

* See channel re-alignment board for potential stream meander layout next to school.



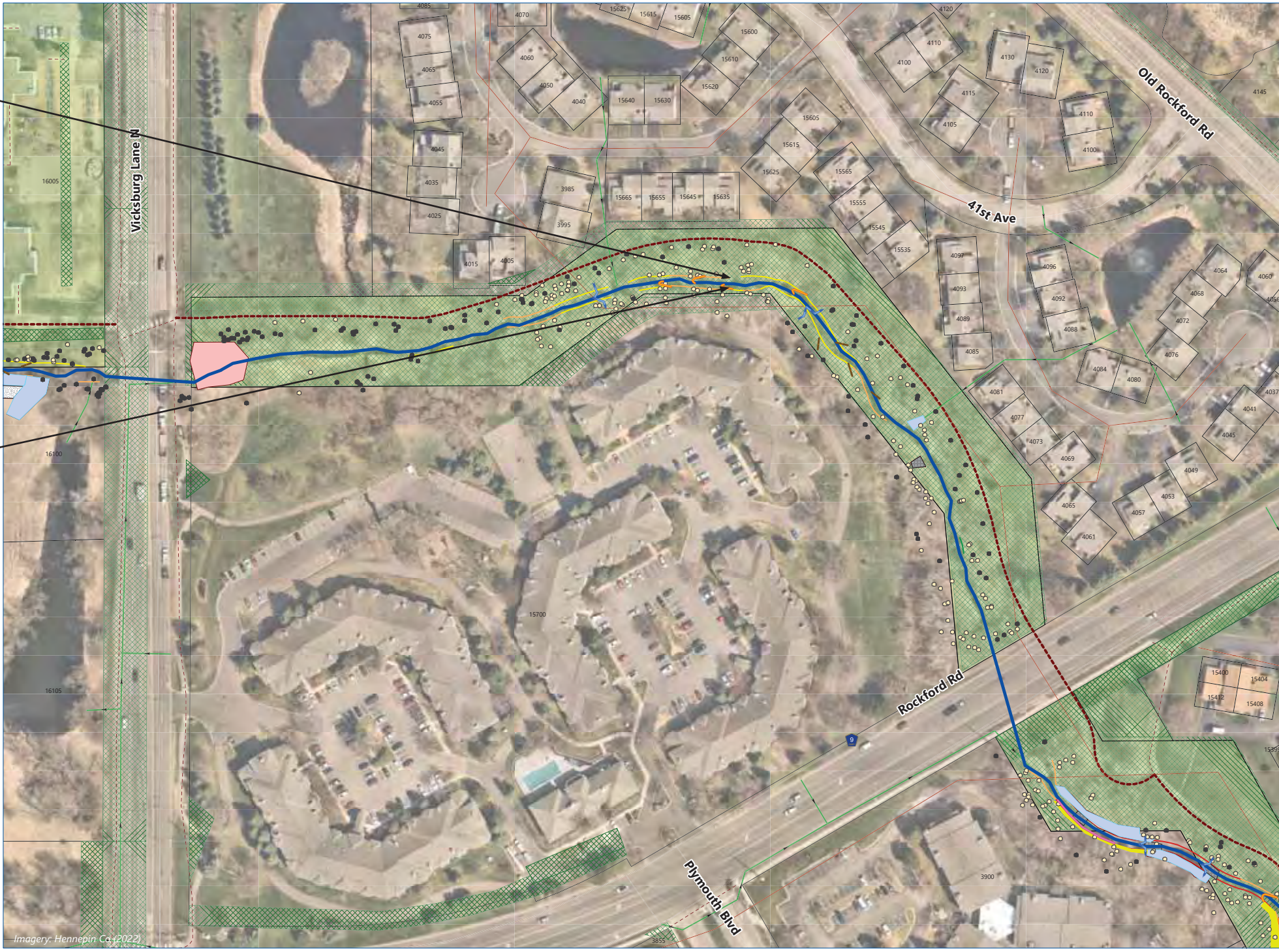
- Significant Trees
 - Plymouth Creek
 - Bike and/or Pedestrian Trail
 - Parcel Boundary
 - Public Parcel
 - Easements
 - Bank Erosion Hazard Index (BEHI)**
 - Very High
 - High
 - Moderate
 - Low
 - Utilities**
 - Gravity Storm Sewer
 - Sanitary Main
 - Bioengineering Features**
 - Coir Log
 - Cross-Vanes
 - J-Hook
 - Root Wads
 - Vanes
 - Grading
 - Plug Planting
 - Rock Riprap
 - Seeding
 - VRSS
- * Significant tree: Any healthy tree measuring 8 inches in diameter or larger at a height of 54 inches above ground for deciduous trees, and measuring 4 inches in diameter or larger at a distance of 54 inches above ground for coniferous trees.



Preliminary Concept for Reach 3, Vicksburg Road to Rockford Road

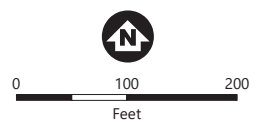


- Install rock vanes to maintain channel grade and J-hook vanes to route erosive flows away from stream banks
- Stabilize culvert outlets with grading, riprap, erosion control blanket, and/or live plugs and seed
- Remove invasive buckthorn within riparian zone and replace with native plantings



- Significant Trees
- Plymouth Creek
- Bike and/or Pedestrian Trail
- Parcel Boundary
- Public Parcel
- Easements
- Bank Erosion Hazard Index (BEHI)**
 - Very High
 - High
 - Moderate
 - Low
- Utilities**
 - Gravity Storm Sewer
 - Sanitary Main
- Bioengineering Features**
 - Coir Log
 - Cross-Vanes
 - J-Hook
 - Vanes
 - Grading
 - Live Staking
 - Plug Planting
 - Rock Riprap
 - Seeding

* Significant tree: Any healthy tree measuring 8 inches in diameter or larger at a height of 54 inches above ground for deciduous trees, and measuring 4 inches in diameter or larger at a distance of 54 inches above ground for coniferous trees.



Preliminary Concept for Reach 4, Rockford Road to 38th Avenue



- Install rock vanes to maintain channel grade and J-hook vanes to route erosive flows away from stream banks
- Grade banks, place erosion control blanket and live plugs with live stakes and seeding to enhance floodplain
- Remove invasive buckthorn within riparian zone and replace with native plantings



• Significant Trees

~ Plymouth Creek

--- Bike and/or Pedestrian Trail

□ Parcel Boundary

□ Public Parcel

▨ Easements

Bank Erosion Hazard Index (BEHI)

— Very High

— High

— Moderate

— Low

Utilities

— Gravity Storm Sewer

— Sanitary Main

Bioengineering Features

— Coir Log

— Cross-Vanes

— J-Hook

— Brush Mattresses

— Grading

— Live Staking

— Plug Planting

— Rock Riprap

— Seeding

— VRSS

□ Debris Removal

* Significant tree: Any healthy tree measuring 8 inches in diameter or larger at a height of 54 inches above ground for deciduous trees, and measuring 4 inches in diameter or larger at a distance of 54 inches above ground for coniferous trees.

0 100 200 Feet

Timeline, Funding, and Project Impacts



Timeline (watch for project updates!)



BCWMC Project Page



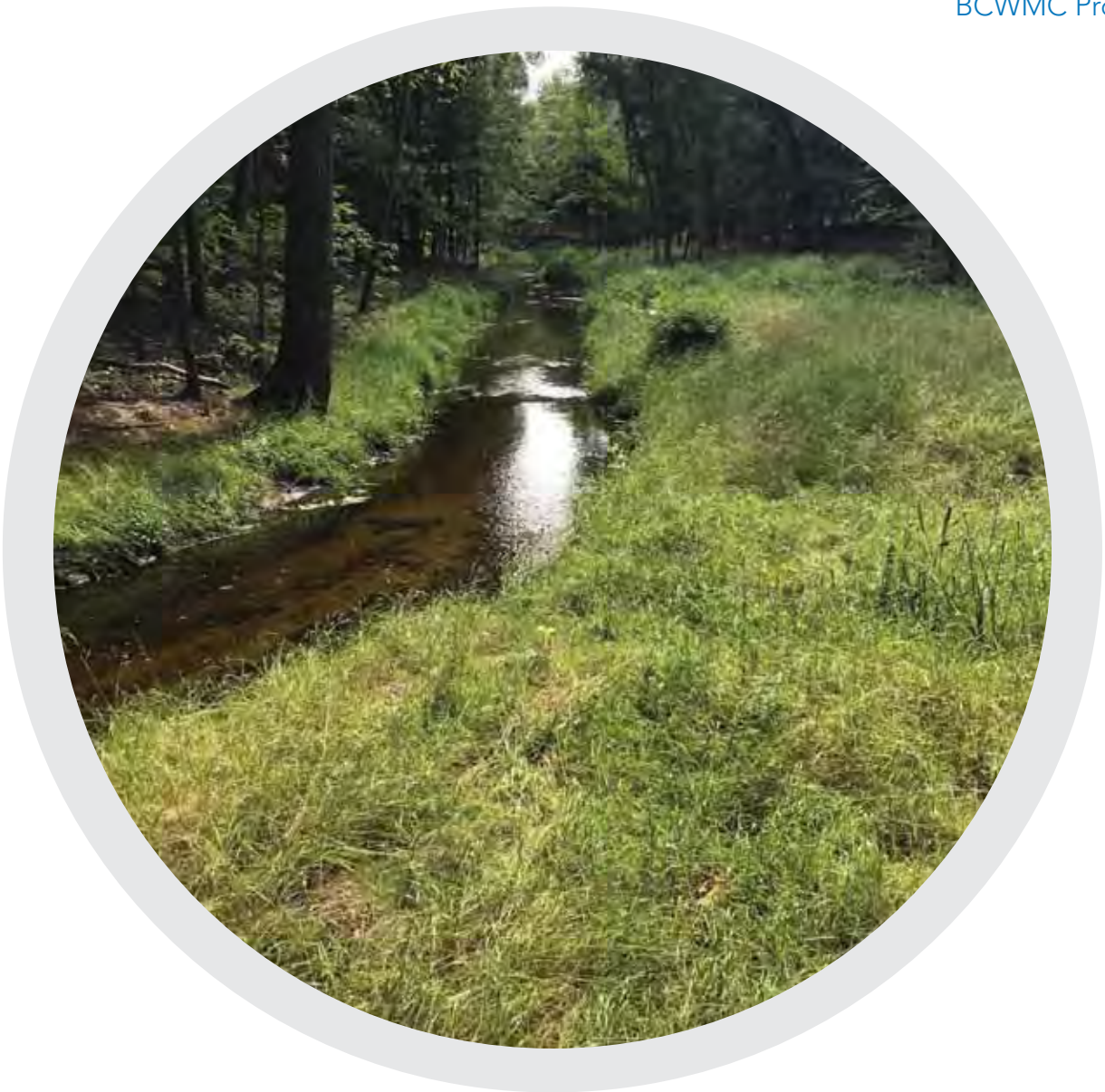
Funding

BCWMC Capital Funds levied by Hennepin County on all watershed residents



Project Impacts

- Improve water quality
- Reduce erosion along creek
- Improve in-stream and riparian habitat
- Protect infrastructure and utilities along creek
- Limit trail closures
- Limit tree removals or replace, as warranted



Plymouth Creek Potential Riparian Vegetation Regeneration Overview



Plymouth Creek riparian areas have lost much of their ecological value and stormwater runoff treatment capacity due to changes within the watershed. Regenerating native vegetation within the riparian zone of Plymouth Creek provides many opportunities to meet District goals including:

- to restore ecological value
- to provide additional stormwater runoff treatment
- to clean up debris
- to restore wildlife habitat
- to provide passive recreation

Understory and herbaceous ground layer species within the riparian corridor vary from non-native invasives (e.g., Tatarian honeysuckle, common burdock, thistles, and buckthorn) to native generalists (e.g., snakeroot, woodbine, Canada goldenrod, and asters). This plant community structure and species composition is a direct result of past human disturbance (e.g., plowing, grading, grazing, etc.).

An invasive plant is defined as a plant that is non-native or native (e.g., Canada goldenrod, ragweed, and box elder) and has negative effects on our economy, environment, or human health. Invasive plants are aggressive species that can establish rapidly and outcompete native plants. When invasive species displace native plants they degrade wildlife habitat by altering the physical structural cover of a plant community and by eliminating essential food sources. Invasive species present along the creek, like buckthorn and garlic mustard, can create areas of exposed soils which lead to erosion and result in the degradation of water quality in lakes and streams. The removal of invasive species and the prevention of future species establishing is a project priority.



Existing Plant Community: **Plymouth Creek & Dunkirk Ln**

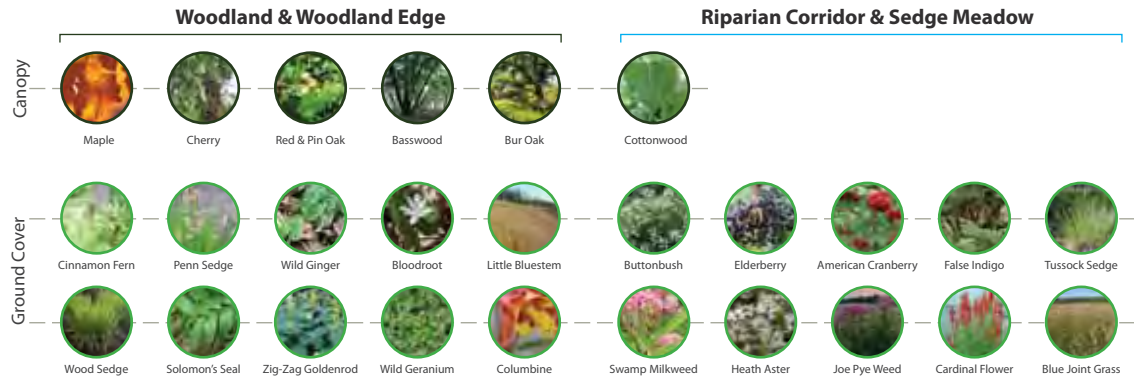


Existing Plant Community: **Plymouth Creek & Rockford Rd**



Existing Plant Community: **Plymouth Creek & 41st Ave**

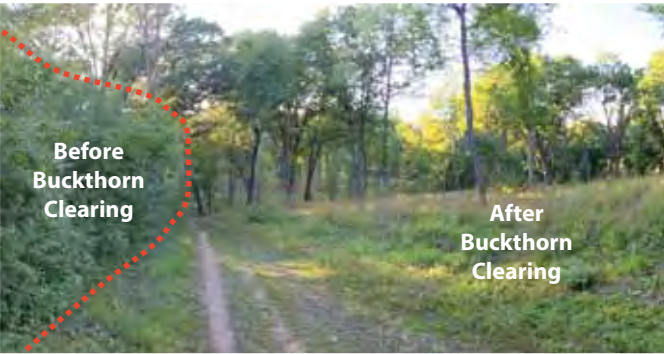
Target Community



Example Target Plant Community: **Sedge Meadow**



Example Target Plant Community: **Sedge Meadow**



Example Target Plant Community: **Woodland**

Selective Clearing

Before re-introducing native plant communities, invasive and non-native perennial plants will be cleared. In addition, trees that are diseased, dying, and prone to infestation are to be identified for removal. Opening up the tree canopy allows for the reintroduction of the native plant communities that were once present. Trees targeted for tree removal include:

- Buckthorn
- Ash (emerald ash borer)
- Siberian elm
- Boxelder
- Dead or dying trees that may be a hazard



Plymouth Creek Riparian Area: **Existing Invasive Species**



Example of Tree Removal: **Forestry Mower Clearing Trees**



Example of Degraded Woodland Restoration: **Before**



Example of Degraded Woodland Restoration: **After**

How long will it take?

It can take 5-7 years for restored native plant communities to reach full maturity. Proper site maintenance following a planting is essential to reduce weed competition and ensure the success of the restoration project.

Year **1**

The site will look bare and weedy during the first growing season. Cover crop grasses establish quickly (to stabilize soils) but native perennial plants may only grow to a height of six inches in a season. Mowing is the best way to control annual weeds during the first few years. Site mowing is typically done 2-3 times in the first year to prevent annual weeds from going to seed.



Example Woodland Restoration: **Year 1**

Year **2**

Some of the short-lived flowering species bloom in abundance during the second year. Plants like wild bergamot, fragrant hyssop, and black-eyed Susan are usually the first to flower during restoration.

Mowing is generally limited to one or two times during the second year. Some herbicide spot spraying is anticipated for persistent woody invasive species.



Example Woodland Restoration: **Year 2**

Year **3** & Beyond

The composition and appearance of these planted communities will continue to fluctuate and evolve over time. Most native flowers and grasses begin to reach maturity during the third year.

The frequency of weed management activities will be reduced over time but continued management is going to be important for most restoration projects.



Example Woodland Restoration: **Year 3**



Appendix C

Restoration Table

Restoration Table

Site Area Restoration	Severity of Existing Erosion ¹	Creek Ownership	Riparian Ownership/Access for Stabilization ²	Riparian Ownership/Access for Vegetation Work ²	Ease of Construction Access ²	Protection of Existing Structures/ Infrastructure ²	Impact to Surrounding Areas ³	Potential for Future Erosion (BEHI/NBS) ⁴	Opportunity for Habitat Restoration (riparian/upland) Based on Proposes Stream Stabilization	Opportunity for Habitat Restoration (in channel)	Maintaining Healthy, Native Significant Trees ⁵	Vegetation Establishment	Education Potential ⁶	Count	Rank
1a. Right and left bank stabilization with floodplain and channel realignment grading, rock toe, and vegetation establishment (Sta. 0+00 to 3+85)	3	2	2	1	3	5	0	9	2	2	0	2	2	33	High
1b. Right and left bank stabilization with rock toe, plantings, and VRSS (Sta. 3+85 to 6+05)	3	2	1	1	3	15	0	4	2	0	2	2	2	37	High
1c. Right bank stabilization with grading and plantings (Sta. 6+05 to 7+05)	2	3	2	1	3	5	0	3	2	0	2	2	2	27	Medium
1d. Right bank stabilization with rock toe and VRSS (Sta. 7+05 to 8+90)	1	3	3	1	0	5	0	2	2	0	2	2	2	23	Medium
1e. Right and left bank stabilization with rock toe, VRSS, plantings and cross vane (Sta. 9+10 to 10+20)	2	3	2	1	0	5	0	3	2	2	2	2	2	26	Medium
1f. Right and left bank stabilization with coir logs, grading, and plantings (Sta. 10+20 to 13+55)	3	3	2	1	0	5	0	7	2	0	0	2	2	27	Medium
1g. Right and left bank stabilization with channel realignment, cross vanes, and plantings (Sta. 13+55 to 15+35)	3	3	2	3	3	15	0	9	2	2	2	2	2	48	High
1h. Right and left bank stabilization with rock toe, vegetation, and j-hooks (Sta. 15+35 to 18+30)	3	2	2	2	3	0	0	4	2	2	0	2	0	22	Medium

Restoration Table

Site Area Restoration	Severity of Existing Erosion ¹	Creek Ownership	Riparian Ownership/Access for Stabilization ²	Riparian Ownership/Access for Vegetation Work ²	Ease of Construction Access ²	Protection of Existing Structures/ Infrastructure ²	Impact to Surrounding Areas ³	Potential for Future Erosion (BEHI/NBS) ⁴	Opportunity for Habitat Restoration (riparian/upland) Based on Proposes Stream Stabilization	Opportunity for Habitat Restoration (in channel)	Maintaining Healthy, Native Significant Trees ⁵	Vegetation Establishment	Education Potential ⁶	Count	Rank
2a. Right and left bank stabilization with rock toe, cross vanes, j-hook, and vegetation establishment (Sta. 18+70 to 21+00)	3	2	2	2	3	0	0	4	2	2	0	2	0	22	Medium
2b. Grading to improve channel definition and improve settling capacity of basin (Sta. 21+00 to 23+30)	0	2	2	2	0	0	0	1	0	0	2	0	0	9	Low
2c. Right and left bank stabilization with grading, rock toe, root wads, log vanes, and vegetation establishment (Sta. 23+40 to 25+40)	3	3	3	3	3	15	0	4	2	2	0	2	1	41	High
2d. Right and left bank stabilization with grading, root wads, log vanes, woody debris removal, and vegetation establishment (Sta. 25+40 to 29+30)	3	3	3	3	3	0	0	4	2	2	0	2	1	26	Medium
2e. Right and left bank stabilization with grading banks and side channels, log vanes, woody debris removal, and vegetation establishment (Sta. 29+30 to 33+90)	2	1	1	1	3	0	0	8	2	2	0	2	1	23	Medium
2f. Right and left bank stabilization with grading, woody debris removal, log vanes, and vegetation establishment (Sta. 33+90 to 36+00)	1	1	1	1	3	0	0	3	2	2	2	2	1	19	Medium

Restoration Table

Site Area Restoration	Severity of Existing Erosion ¹	Creek Ownership	Riparian Ownership/Access for Stabilization ²	Riparian Ownership/Access for Vegetation Work ²	Ease of Construction Access ²	Protection of Existing Structures/ Infrastructure ²	Impact to Surrounding Areas ³	Potential for Future Erosion (BEHI/NBS) ⁴	Opportunity for Habitat Restoration	Opportunity for Habitat Restoration (in channel)	Maintaining Healthy, Native Significant Trees ⁵	Vegetation Establishment	Education Potential ⁶	Count	Rank
									(riparian/upland) Based on Proposes Stream Stabilization						
3a. Grading to improve channel definition and remove accumulated sediment (Sta. 37+00 to 38+00)	0	3	1	1	3	0	0	1	0	0	2	0	2	13	Low
3b. Right and left bank vegetation management (Sta. 38+00 to 42+30)	0	3	3	1	3	0	1	0	0	0	0	2	2	15	Low
3c. Right and left bank stabilization with cross vanes, j-hooks, and woody debris removal (Sta. 42+30 to 46+40)	2	3	2	1	3	15	1	3	0	2	2	0	0	34	High
3d. Right and left bank stabilization with log vanes, plantings, and installation of riprap (Sta. 46+40 to 49+00)	2	3	1	1	3	0	0	3	0	2	2	2	0	19	Medium
3e. Right and left bank vegetation management (Sta.49+00 to 51+50)	0	3	3	1	3	0	1	0	0	0	0	2	2	15	Low

Restoration Table

Site Area Restoration	Severity of Existing Erosion ¹	Creek Ownership	Riparian Ownership/Access for Stabilization ²	Riparian Ownership/Access for Vegetation Work ²	Ease of Construction Access ²	Protection of Existing Structures/ Infrastructure ²	Impact to Surrounding Areas ³	Potential for Future Erosion (BEHI/NBS) ⁴	Opportunity for Habitat Restoration (riparian/upland) Based on Proposes Stream Stabilization	Opportunity for Habitat Restoration (in channel)	Maintaining Healthy, Native Significant Trees ⁵	Vegetation Establishment	Education Potential ⁶	Count	Rank
4a. Right and left bank stabilization with cross vanes, rock riffles, coir log, grading, and vegetation establishment (Sta. 53+00 to 56+75)	2	1	1	1	3	15	0	3	2	2	0	2	2	34	High
4b. Right and left bank stabilization with j-hooks and live staking (Sta. 56+75 to 58+60)	3	3	3	1	3	0	1	4	2	2	2	2	2	28	Medium
4c. Right and left bank stabilization with grading, rock toe, cross vanes, and plantings (Sta. 58+60 to 61+10)	2	3	3	1	3	0	0	3	2	2	2	2	2	25	Medium
4d. Right and left bank stabilization with riprap banks and live staking (Sta. 61+10 to 62+85)	3	3	3	1	3	0	0	4	2	0	2	2	2	25	Medium
4e. Right and left bank stabilization with coir log, j-hooks, cross vanes, and live staking (Sta. 62+85 to 65+00)	3	3	3	1	3	0	0	4	2	2	2	2	0	25	Medium
4f. Right and left bank stabilization with cross vanes, j-hook, and grading (Sta. 65+00 to 67+70)	3	3	3	3	3	0	0	4	0	2	0	0	0	21	Medium
4g. Right and left bank stabilization with cross vane and grading to remove accumulated sediment (Sta. 68+50 to 70+00)	2	3	3	3	3	5	0	3	0	2	0	0	2	26	Medium

[1] Based on maximum BEHI score for the reach. Moderate=1, High=2, Very high= 3

[2] Given score of 15 if protects a sanitary sewer, 5 for other infrastructure

[3] Given score of 1 if little earth work

[4] Based on adding maximum BEHI and NBS. Moderate BEHI=1, High BEHI=2, Very high BEHI= 3, Very low NBS=1, Low NBS=2, Moderate NBS=3, High NBS= 4, Very high NBS=5, Extreme NBS=6

[5] Given score of 2 if maintaining trees that are not buckthorn, box elder, green ash, and siberian elm

[6] Given score 2 if stream restoration would be seen by the trail. Given score of 1 if the stream restoration is near Plymouth Elementary.



Appendix D

Erosion Rates

Left Bank Erosion Rates

Reach	Restoration Area	Site Length	Length of Eroding Bank (ft)	Length of Eroding Bank Repaired if repaired)	Est. Avg. Bank Height (ft)	BEHI rating	NBS rating	Est. Erosion Rate (ft/yr)	Est. Erosion Rate (CF/yr)	Est. Sed. Load (ton/yr)	Est "Stable" Erosion Rate (ft/yr)	Est "Stable" Sed. Load Rate (ft/yr)	"Stable" Sed. Load (ton/yr)	Est. Sed. Load Reduction (ton/yr)	TSS Reduction (lb/yr)	TP Reduction (lb/yr)	Rank of Site
Station 0+00 To 3+85	1a	385	75	75	3.0	Moderate	Very Low	0.01	2.3	0.1	0.005	1.1	0.1	0.1	110	0.1	High
Station 0+00 To 3+85	1a	385	35	35	3.0	Moderate	Extreme	0.3	31.5	1.5	0.005	0.5	0.0	1.5	2,980	1.5	High
Station 0+00 To 3+85	1a	385	127	127	2.6	High	Very Low	0.08	25.9	1.2	0.005	1.6	0.1	1.2	2,340	1.2	High
Station 0+00 To 3+85	1a	385	35	35	2.6	High	Extreme	0.4	35.7	1.7	0.005	0.4	0.0	1.7	3,390	1.7	High
Station 0+00 To 3+85	1a	385	10	10	3.0	Very High	Very Low	0.3	8.8	0.4	0.005	0.1	0.0	0.4	830	0.4	High
Station 3+85 To 6+05	1b	220	48	27	3.3	Moderate	Very Low	0.01	1.6	0.1	0.005	0.4	0.1	0.0	40	0.0	High
Station 3+85 To 6+05	1b	220	113	108	3.0	High	Very Low	0.08	27.2	1.3	0.005	1.6	0.1	1.2	2,350	1.2	High
Station 6+05 To 7+05	1c	100	33	15	3.0	Moderate	Very Low	0.01	1.0	0.0	0.005	0.2	0.0	0.0	20	0.0	Medium
Station 6+05 To 7+05	1c	100	58	22	3.0	High	Very Low	0.08	13.9	0.7	0.005	0.3	0.4	0.2	470	0.2	Medium
Station 9+10 To 10+20	1e	110	48	18	2.8	Moderate	Very Low	0.01	1.3	0.1	0.005	0.2	0.1	0.0	20	0.0	Medium
Station 10+20 To 13+55	1f	335	65	29	4.0	Moderate	Very Low	0.01	2.6	0.1	0.005	0.6	0.1	0.0	60	0.0	Medium
Station 10+20 To 13+55	1f	335	170	130	3.2	High	Very Low	0.08	43.7	2.1	0.005	2.1	0.6	1.5	3,010	1.5	Medium
Station 13+55 To 15+35	1g	180	105	40	2.5	Moderate	Very Low	0.008	2.1	0.1	0.005	0.5	0.1	0.0	30	0.0	High
Station 13+55 To 15+35	1g	180	13	13	2.8	Very High	Very Low	0.3	10.7	0.5	0.005	0.2	0.0	0.5	1,020	0.5	High
Station 13+55 To 15+35	1g	180	20	20	2.8	Very High	Extreme	0.5	27.5	1.3	0.005	0.3	0.0	1.3	2,620	1.3	High
Station 15+35 To 18+30	1h	295	245	245	2.9	High	Very Low	0.08	55.9	2.7	0.005	3.5	0.2	2.5	5,050	2.5	Medium
Station 15+35 To 18+30	1h	295	10	10	3.0	Very High	Very Low	0.3	8.7	0.4	0.005	0.1	0.0	0.4	830	0.4	Medium
Station 18+70 To 21+00	2a	360*	332	332	3.0	High	Very Low	0.08	79.7	3.8	0.005	5.0	0.2	3.6	7,190	3.6	Medium
Station 18+70 To 21+00	2a	360*	48	48	4.0	Very High	Very Low	0.3	57.1	2.8	0.005	1.0	0.0	2.7	5,410	2.7	Medium
Station 21+00 To 23+30	2b	230	224	0	1.0	High	Very Low	0.08	17.9	0.9	0.005	0.0	0.9	0.0	0	0.0	Low
Station 23+40 To 25+40	2c	200	98	63	2.5	High	Very Low	0.08	19.6	0.9	0.005	0.8	0.4	0.6	1,140	0.6	High
Station 23+40 To 25+40	2c	200	116	116	3.5	Very High	Very Low	0.3	121.9	5.9	0.005	2.0	0.1	5.8	11,550	5.8	High
Station 25+40 To 29+30	2d	390	325	315	4.5	Very High	Very Low	0.3	438.7	21.1	0.005	7.1	1.0	20.1	40,260	20.1	Medium
Station 29+30 To 33+90	2e	460	132	12	3.0	Moderate	Very Low	0.01	4.0	0.2	0.005	0.2	0.2	0.0	20	0.0	Medium
Station 29+30 To 33+90	2e	460	140	140	3.2	High	Very Low	0.08	36.0	1.7	0.005	2.2	0.1	1.6	3,250	1.6	Medium
Station 29+30 To 33+90	2e	460	40	40	3.2	High	Low	0.11	14.1	0.7	0.005	0.6	0.0	0.6	1,290	0.6	Medium
Station 29+30 To 33+90	2e	460	30	30	3.2	High	Extreme	0.4	38.4	1.8	0.005	0.5	0.0	1.8	3,650	1.8	Medium
Station 29+30 To 33+90	2e	460	14	0	0.0	Very High	Very Low	0.3	0.0	0.0	0.005	0.0	0.0	0.0	0	0.0	Medium

Left Bank Erosion Rates

Reach	Restoration Area	Site Length	Length of Eroding Bank (ft)	Length of Eroding Bank Repaired if repaired)	Est. Avg. Bank Height (ft)	BEHI rating	NBS rating	Est. Erosion Rate (ft/yr)	Est. Erosion Rate (CF/yr)	Est. Sed. Load (ton/yr)	Est "Stable" Erosion Rate (ft/yr)	Est "Stable" Sed. Load Rate (ft/yr)	"Stable" Sed. Load (ton/yr)	Est. Sed. Load Reduction (ton/yr)	TSS Reduction (lb/yr)	TP Reduction (lb/yr)	Rank of Site
Station 33+90 To 36+00	2f	210	156	106	3.0	Moderate	Very Low	0.01	4.7	0.2	0.005	1.6	0.1	0.1	150	0.1	Medium
Station 42+30 To 46+40	3c	410	293	243	2.4	Moderate	Very Low	0.01	7.1	0.3	0.005	2.9	0.2	0.1	280	0.1	High
Station 42+30 To 46+40	3c	410	156	81	2.2	High	Very Low	0.08	27.0	1.3	0.005	0.9	0.7	0.6	1,260	0.6	High
Station 46+40 To 49+00	3d	260	60	60	3.0	Moderate	Very Low	0.01	1.8	0.1	0.005	0.9	0.0	0.0	90	0.0	Medium
Station 53+00 To 56+75	4a	375	270	270	2.0	Moderate	Very Low	0.01	5.4	0.3	0.005	2.7	0.1	0.1	260	0.1	High
Station 53+00 To 56+75	4a	375	62	62	2.0	High	Very Low	0.08	10.0	0.5	0.005	0.6	0.0	0.5	900	0.5	High
Station 56+75 To 58+75	4b	200	61	61	1.7	Moderate	Very Low	0.01	1.0	0.1	0.005	0.5	0.0	0.0	50	0.0	Medium
Station 56+75 To 58+75	4b	200	122	122	2.3	High	Very Low	0.08	22.4	1.1	0.005	1.4	0.1	1.0	2,020	1.0	Medium
Station 58+75 To 61+10	4c	235	129	129	3.1	Moderate	Very Low	0.01	4.0	0.2	0.005	2.0	0.1	0.1	190	0.1	Medium
Station 58+75 To 61+10	4c	235	64	24	2.9	High	Very Low	0.08	14.9	0.7	0.005	0.4	0.5	0.3	510	0.3	Medium
Station 61+10 To 62+85	4d	175	55	55	3.5	Moderate	Very Low	0.01	1.9	0.1	0.005	1.0	0.0	0.0	90	0.0	Medium
Station 61+10 To 62+85	4d	175	87	67	4.8	High	Very Low	0.08	33.0	1.6	0.005	1.6	0.4	1.1	2290	1.1	Medium
Station 62+85 To 65+00	4e	215	193	148	2.6	High	Very Low	0.08	39.5	1.9	0.005	1.9	0.5	1.4	2740	1.4	Medium
Station 62+85 To 65+00	4e	215	27	27	2.5	Very High	Very Low	0.3	20.2	1.0	0.005	0.3	0.0	1.0	1910	1.0	Medium
Station 65+00 To 67+70	4f	270	123	83	1.8	High	Very Low	0.08	17.7	0.9	0.005	0.7	0.3	0.5	1080	0.5	Medium
Station 65+00 To 67+70	4f	270	95	95	2.1	Very High	Very Low	0.3	59.8	2.9	0.005	1.0	0.0	2.8	5660	2.8	Medium
Station 68+50 To 70+00	4g	410	71	71	2.5	Moderate	Very Low	0.01	1.8	0.1	0.005	0.9	0.0	0.0	80	0.0	Medium

*Includes channel that flows into Plymouth Creek

Right Bank Erosion Rates

Reach	Restoration Area	Site Length	Length of Eroding Bank (ft)	Length of Eroding Bank Repaired if repaired)	Est. Avg. Bank Height (ft)	BEHI rating	NBS rating	Est. Erosion Rate (ft/yr)	Est. Erosion Rate (CF/yr)	Est. Sed. Load (ton/yr)	Est "Stable" Erosion Rate (ft/yr)	Est "Stable" Sed. Load Rate (ft/yr)	"Stable" Sed. Load (ton/yr)	Est. Sed. Load Reduction (ton/yr)	TSS Reduction (lb/yr)	TP Reduction (lb/yr)	Rank of Site
Station 0+00 To 3+85	1a	385	124	124	4.3	High	Very Low	0.08	42.2	2.0	0.005	2.6	0.1	1.9	3810	1.9	High
Station 0+00 To 3+85	1a	385	55	55	4.3	High	Moderate	0.16	37.4	1.8	0.005	1.2	0.1	1.7	3490	1.7	High
Station 0+00 To 3+85	1a	385	50	50	4.3	High	Extreme	0.4	85.0	4.1	0.005	1.1	0.1	4.0	8080	4.0	High
Station 0+00 To 3+85	1a	385	102	102	3.8	Very High	Very Low	0.3	116.8	5.6	0.005	1.9	0.1	5.5	11060	5.5	High
Station 3+85 To 6+05	1b	220	220	220	0.0	Moderate	Very Low	0.008	0.0	0.0	0.005	0.0	0.0	0.0	0	0.0	High
Station 0+00 To 3+85	1a	385	40	40	3.8	Very High	Extreme	0.75	114.5	5.5	0.005	0.8	0.0	5.5	10950	5.5	High
Station 3+85 To 6+05	1b	220	168	168	3.9	High	Very Low	0.08	52.0	2.5	0.005	3.3	0.2	2.3	4700	2.3	High
Station 3+85 To 6+05	1b	220	37	37	3.5	Very High	Very Low	0.3	38.4	1.9	0.005	0.6	0.0	1.8	3640	1.8	High
Station 6+05 To 7+05	1c	100	72	56	3.3	High	Very Low	0.08	18.8	0.9	0.005	0.9	0.2	0.7	1330	0.7	Medium
Station 7+05 To 8+90	1d	185	181	111	4.5	Moderate	Very Low	0.01	8.2	0.4	0.005	2.5	0.3	0.1	240	0.1	Medium
Station 9+10 To 10+20	1e	110	74	58	5.0	High	Very Low	0.08	29.6	1.4	0.005	1.5	0.4	1.0	2100	1.0	Medium
Station 9+10 To 10+20	1e	110	2	2	5.0	Very High	Very Low	0.3	2.7	0.1	0.005	0.0	0.0	0.1	250	0.1	Medium
Station 10+20 To 13+55	1f	335	280	254	3.0	Very High	Very Low	0.3	247.9	11.9	0.005	3.7	1.3	10.6	21290	10.6	Medium
Station 10+20 To 13+55	1f	335	40	40	3.0	Very High	High	0.5	59.1	2.8	0.005	0.6	0.0	2.8	5640	2.8	Medium
Station 13+55 To 15+35	1g	180	89	25	3.0	High	Very Low	0.08	21.4	1.0	0.005	0.4	0.8	0.3	540	0.3	High
Station 13+55 To 15+35	1g	180	60	60	3.0	High	High	0.2	36.0	1.7	0.005	0.9	0.0	1.7	3380	1.7	High
Station 15+35 To 18+30	1h	295	264	264	3.8	High	Very Low	0.08	80.9	3.9	0.005	5.1	0.2	3.7	7310	3.7	Medium
Station 18+70 To 21+00	2a	360*	171	141	1.5	High	Very Low	0.08	20.5	1.0	0.005	1.1	0.2	0.8	1530	0.8	Medium
Station 18+70 To 21+00	2a	360*	45	45	3.3	Very High	Very Low	0.3	44.2	2.1	0.005	0.7	0.0	2.1	4190	2.1	Medium
Station 21+00 To 23+30	2b	230	26	0	1.0	High	Very Low	0.08	2.1	0.1	0.005	0.0	0.1	0.0	0	0.0	Low
Station 23+40 To 25+40	2c	200	78	78	2.5	High	Very Low	0.08	15.7	0.8	0.005	1.0	0.0	0.7	1420	0.7	High
Station 23+40 To 25+40	2c	200	75	75	4.5	Very High	Very Low	0.3	100.8	4.9	0.005	1.7	0.1	4.8	9550	4.8	High
Station 25+40 To 29+30	2d	390	288	288	5.0	High	Very Low	0.08	115.3	5.6	0.005	7.2	0.3	5.2	10410	5.2	Medium
Station 25+40 To 29+30	2d	390	95	95	4.5	Very High	Very Low	0.3	127.8	6.2	0.005	2.1	0.1	6.1	12100	6.1	Medium
Station 29+30 To 33+90	2e	460	434	434	3.0	High	Very Low	0.08	104.1	5.0	0.005	6.5	0.3	4.7	9400	4.7	Medium
Station 29+30 To 33+90	2e	460	50	50	3.0	High	High	0.2	30.0	1.4	0.005	0.8	0.0	1.4	2820	1.4	Medium
Station 33+90 To 36+00	2f	210	103	73	5.5	High	Very Low	0.08	45.3	2.2	0.005	2.0	0.7	1.4	2900	1.4	Medium
Station 42+30 To 46+40	3c	410	248	198	2.6	Moderate	Very Low	0.01	6.3	0.3	0.005	2.5	0.2	0.1	240	0.1	High
Station 42+30 To 46+40	3c	410	187	112	2.3	High	Very Low	0.08	33.7	1.6	0.005	1.3	0.7	0.9	1820	0.9	High

Right Bank Erosion Rates

Reach	Restoration Area	Site Length	Length of Eroding Bank (ft)	Length of Eroding Bank Repaired if repaired)	Est. Avg. Bank Height (ft)	BEHI rating	NBS rating	Est. Erosion Rate (ft/yr)	Est. Erosion Rate (CF/yr)	Est. Sed. Load (ton/yr)	Est "Stable" Erosion Rate (ft/yr)	Est "Stable" Sed. Load Rate (ft/yr)	"Stable" Sed. Load (ton/yr)	Est. Sed. Load Reduction (ton/yr)	TSS Reduction (lb/yr)	TP Reduction (lb/yr)	Rank of Site
Station 46+40 To 49+00	3d	260	65	65	2.5	Moderate	Very Low	0.01	1.6	0.1	0.005	0.8	0.0	0.0	80	0.0	Medium
Station 46+40 To 49+00	3d	260	89	89	3.0	High	Very Low	0.08	21.4	1.0	0.005	1.3	0.1	1.0	1940	1.0	Medium
Station 53+00 To 56+75	4a	375	289	289	1.8	Moderate	Very Low	0.01	5.1	0.2	0.005	2.5	0.1	0.1	240	0.1	High
Station 53+00 To 56+75	4a	375	60	60	2.0	High	Very Low	0.08	9.6	0.5	0.005	0.6	0.0	0.4	870	0.4	High
Station 56+75 To 58+75	4b	200	144	144	2.5	High	Very Low	0.08	28.7	1.4	0.005	1.8	0.1	1.3	2590	1.3	Medium
Station 56+75 To 58+75	4b	200	52	52	2.0	Very High	Very Low	0.3	30.9	1.5	0.005	0.5	0.0	1.5	2930	1.5	Medium
Station 58+75 To 61+10	4c	235	241	201	3.4	High	Very Low	0.08	66.4	3.2	0.005	3.5	0.7	2.5	5000	2.5	Medium
Station 61+10 To 62+85	4d	175	143	113	4.6	High	Very Low	0.08	52.5	2.5	0.005	2.6	0.7	1.9	3740	1.9	Medium
Station 61+10 To 62+85	4d	175	20	20	3.6	Very High	Very Low	0.3	21.2	1.0	0.005	0.4	0.0	1.0	2000	1.0	Medium
Station 62+85 To 65+00	4e	215	277	232	3.3	High	Very Low	0.08	73.0	3.5	0.005	3.8	0.8	2.8	5520	2.8	Medium
Station 62+85 To 65+00	4e	215	143	143	2.6	Very High	Very Low	0.3	109.8	5.3	0.005	1.8	0.1	5.2	10390	5.2	Medium
Station 65+00 To 67+70	4f	270	265	225	2.3	High	Very Low	0.08	48.1	2.3	0.005	2.6	0.5	1.8	3680	1.8	Medium
Station 68+50 To 70+00	4g	410	193	193	1.7	High	Very Low	0.08	26.3	1.3	0.005	1.6	0.1	1.2	2370	1.2	Medium
Station 68+50 To 70+00	4g	410	95	95	0	Very High	Very Low	0.3	0	0	0.005	0	0	0	0	0	Medium

*Includes channel that flows into Plymouth Creek



Appendix E

Tree Loss Summary

Tree Loss Summary

Species	Healthy Trees Removed for High, Medium, and Low Priority Sites	Healthy Trees Removed for High and Medium Low Priority Sites	Healthy Trees Removed for High Priority Sites
Apple	1	1	0
Green Ash	32	28	16
American Basswood	3	3	2
Paper Birch	1	1	1
Box Elder	105	99	38
Buckthorn	13	13	2
Cottonwood	29	29	19
American Elm	15	15	3
Hackberry	1	0	0
Norway Maple	3	0	0
Silver Maple	4	4	4
Bur Oak	7	7	4
Pin Oak	2	2	2
Red Oak	1	1	1
White Pine	1	1	1
Norway Spruce	3	3	3
White Spruce	4	3	3
Black Willow	23	23	8
	248	233	107



Appendix F

Cost Estimates

Plymouth Creek - Alternative 1, High Priority Sites

Item Description	Unit	Estimated Quantity	Unit Price	Extension
Mobilization	LS	1	\$ 39,240	\$ 39,300
Control of Water	LS	1	\$ 20,000	\$ 20,000
Erosion Control	LS	1	\$ 16,770	\$ 16,800
Clearing and Grubbing	ACRE	0.6	\$ 21,500	\$ 12,900
Clear and Grub Woody Invasive Plant Removal (<=6" DBH tree)	ACRE	3.4	\$ 5,700	\$ 19,400
Clear and Grub Woody Invasive Plant Removal (>=6" DBH tree)	EACH	5	\$ 700	\$ 3,500
Herbaceous vegetation herbicide treatment	ACRE	3.4	\$ 1,000	\$ 3,400
Select Tree Removal (>6")	EACH	121	\$ 450	\$ 54,500
Debris Removal	EACH	2	\$ 1,450	\$ 2,900
Grading	SY	2350	\$ 3	\$ 7,100
Common Excavation	CY	280	\$ 16	\$ 4,500
Fieldstone Riprap	TONS	390	\$ 120	\$ 46,800
Clear and Salvage Trees and Install as Root Wad	EACH	1	\$ 700	\$ 700
Cross Vane	EACH	11	\$ 4,200	\$ 46,200
J-hook Vane (boulder)	EACH	2	\$ 1,300	\$ 2,600
J-hook Vane (log)	EACH	4	\$ 2,500	\$ 10,000
Log Vanes	EACH	5	\$ 1,750	\$ 8,800
Brush Mattress	SY	150	\$ 80	\$ 12,000
VRSS	SY	240	\$ 90	\$ 21,600
Coir Logs	LF	110	\$ 40	\$ 4,400
Plant Trees	EACH	40	\$ 300	\$ 12,000
Plant Shrubs	EACH	520	\$ 42	\$ 21,900
Plant Plugs	EACH	520	\$ 5	\$ 2,600
Seeding	ACRES	3.5	\$ 4,400	\$ 15,400
Coir Blanket	SY	1930	\$ 11	\$ 21,300
Live Stakes	EACH	80	\$ 6	\$ 500
Seeding and Erosion Control Blanket	SY	100	\$ 4	\$ 400
Annual Vegetation Maintenance	LS	3	\$ 6,708	\$ 20,200
Construction Total				\$ 431,700
Construction Total w/ Contingency (20%)				\$ 518,000
Planning, Engineering & Design (30%)				\$ 155,400
Construction Management (10%)				\$ 51,800
Project Total				\$ 726,000
Total w/ Construction Lower Bound (-20%), Legal, and Engineering				\$ 581,000
Total w/ Construction Upper Bound (+30%), Legal, and Engineering				\$ 944,000
Annual Maintenance Cost (2%)				\$ 14,600

Cost Estimates

High Priority Sites: 30-yr and Annualized Cost analysis	Project Total
Category:	Bioengineering
Estimated life span (years)	20
Number of major maint. Events	1
Annual maintenance % of original project cost	15%
End of life span % of original project cost	25%
Expected annual maintenance	\$ 5,600
End of life span maintenance	\$ 181,500
Future Capital Cost	\$ 1,762,200
Future annual maintenance	\$ 266,420
Future end of life span cost	\$ 327,810
Total Future Worth	\$ 2,356,000
Annualized Cost	\$ 50,000
Annual Maintenance Cost	\$ 14,500

Cost Estimates

Plymouth Creek - Alternative 2, High and Medium Priority Sites

Item Description	Unit	Estimated Quantity	Unit Price	Extension
Mobilization	LS	1	\$ 111,760	\$ 111,800
Control of Water	LS	1	\$ 60,000	\$ 60,000
Erosion Control	LS	1	\$ 47,635	\$ 47,700
Clearing and Grubbing	ACRE	1.9	\$ 21,500	\$ 40,900
Clear and Grub Woody Invasive Plant Removal (<=6" DBH tree)	ACRE	10.5	\$ 5,700	\$ 59,900
Clear and Grub Woody Invasive Plant Removal (>=6" DBH tree)	EACH	18	\$ 700	\$ 12,600
Herbaceous vegetation herbicide treatment	ACRE	10.5	\$ 1,000	\$ 10,500
Select Tree Removal (>6")	EACH	371	\$ 450	\$ 167,000
Debris Removal	EACH	26	\$ 1,450	\$ 37,700
Grading	SY	8070	\$ 3	\$ 24,300
Common Excavation	CY	480	\$ 16	\$ 7,700
Fieldstone Riprap	TONS	670	\$ 120	\$ 80,400
Clear and Salvage Trees and Install as Root Wad	EACH	3	\$ 700	\$ 2,100
Cross Vane	EACH	20	\$ 4,200	\$ 84,000
J-hook Vane (boulder)	EACH	4	\$ 1,300	\$ 5,200
J-hook Vane (log)	EACH	11	\$ 2,500	\$ 27,500
Log Vanes	EACH	28	\$ 1,750	\$ 49,000
Brush Mattress	SY	360	\$ 80	\$ 28,800
VRSS	SY	410	\$ 90	\$ 36,900
Coir Logs	LF	550	\$ 40	\$ 22,000
Plant Trees	EACH	90	\$ 300	\$ 27,000
Plant Shrubs	EACH	2050	\$ 42	\$ 86,100
Plant Plugs	EACH	2050	\$ 5	\$ 10,300
Seeding	ACRES	10.9	\$ 4,400	\$ 48,000
Coir Blanket	SY	7350	\$ 11	\$ 80,900
Live Stakes	EACH	450	\$ 6	\$ 2,700
Seeding and Erosion Control Blanket	SY	300	\$ 4	\$ 1,200
Annual Vegetation Maintenance	LS	3	\$ 19,054	\$ 57,200
Construction Total				\$ 1,229,400
Construction Total w/ Contingency (20%)				\$ 1,475,300
Planning, Engineering & Design (30%)				\$ 442,600
Construction Management (10%)				\$ 147,500
Project Total				\$ 2,066,000
Total w/ Construction Lower Bound (-20%), Legal, and Engineering				\$ 1,653,000
Total w/ Construction Upper Bound (+30%), Legal, and Engineering				\$ 2,686,000
Annual Maintenance Cost (2%)				\$ 41,400

Cost Estimates

High and Medium Priority Sites: 30-yr and Annualized Cost analysis	Project Total
Category:	Bioengineering
Estimated life span (years)	20
Number of major maint. Events	1
Annual maintenance % of original project cost	15%
End of life span % of original project cost	25%
Expected annual maintenance	\$ 19,700
End of life span maintenance	\$ 516,500
Future Capital Cost	\$ 5,014,700
Future annual maintenance	\$ 937,240
Future end of life span cost	\$ 932,860
Total Future Worth	\$ 6,885,000
Annualized Cost	\$ 145,000
Annual Maintenance Cost	\$ 41,300

Cost Estimates

Plymouth Creek - Alternative 3, High, Medium and Low Priority Sites

Item Description	Unit	Estimated Quantity	Unit Price	Extension
Mobilization	LS	1	\$ 118,780	\$ 118,800
Control of Water	LS	1	\$ 60,000	\$ 60,000
Erosion Control	LS	1	\$ 50,800	\$ 50,800
Clearing and Grubbing	ACRE	2.3	\$ 21,500	\$ 49,500
Clear and Grub Woody Invasive Plant Removal (<=6" DBH tree)	ACRE	12.9	\$ 5,700	\$ 73,600
Clear and Grub Woody Invasive Plant Removal (>=6" DBH tree)	EACH	18	\$ 700	\$ 12,600
Herbaceous vegetation herbicide treatment	ACRE	12.9	\$ 1,000	\$ 12,900
Select Tree Removal (>6")	EACH	372	\$ 450	\$ 167,400
Debris Removal	EACH	26	\$ 1,450	\$ 37,700
Grading	SY	9290	\$ 3	\$ 27,900
Common Excavation	CY	1100	\$ 16	\$ 17,600
Fieldstone Riprap	TONS	670	\$ 120	\$ 80,400
Clear and Salvage Trees and Install as Root Wad	EACH	3	\$ 700	\$ 2,100
Cross Vane	EACH	20	\$ 4,200	\$ 84,000
J-hook Vane (boulder)	EACH	4	\$ 1,300	\$ 5,200
J-hook Vane (log)	EACH	11	\$ 2,500	\$ 27,500
Log Vanes	EACH	28	\$ 1,750	\$ 49,000
Brush Mattress	SY	360	\$ 80	\$ 28,800
VRSS	SY	410	\$ 90	\$ 36,900
Coir Logs	LF	550	\$ 40	\$ 22,000
Plant Trees	EACH	91	\$ 300	\$ 27,300
Plant Shrubs	EACH	2050	\$ 42	\$ 86,100
Plant Plugs	EACH	2050	\$ 5	\$ 10,300
Seeding	ACRES	13.3	\$ 4,400	\$ 58,600
Coir Blanket	SY	8570	\$ 11	\$ 94,300
Live Stakes	EACH	450	\$ 6	\$ 2,700
Seeding and Erosion Control Blanket	SY	400	\$ 4	\$ 1,600
Annual Vegetation Maintenance	LS	3	\$ 20,320	\$ 61,000
Construction Total				\$ 1,306,600
Construction Total w/ Contingency (20%)				\$ 1,567,900
Planning, Engineering & Design (30%)				\$ 470,400
Construction Management (10%)				\$ 156,800
Project Total				\$ 2,196,000
Total w/ Construction Lower Bound (-20%), Legal, and Engineering				\$ 1,757,000
Total w/ Construction Upper Bound (+30%), Legal, and Engineering				\$ 2,855,000
Annual Maintenance Cost (2%)				\$ 44,000

Cost Estimates

High, Medium, and Low Priority Sites: 30-yr and Annualized Cost analysis	Project Total
Category:	Bioengineering
Estimated life span (years)	20
Number of major maint. Events	1
Annual maintenance % of original project cost	15%
End of life span % of original project cost	25%
Expected annual maintenance	\$ 23,300
End of life span maintenance	\$ 549,000
Future Capital Cost	\$ 5,330,300
Future annual maintenance	\$ 1,108,510
Future end of life span cost	\$ 991,560
Total Future Worth	\$ 7,430,000
Annualized Cost	\$ 156,000
Annual Maintenance Cost	\$ 43,900

Cost Estimates

Plymouth Creek - Sites 2d and 2e

Item Description	Unit	Estimated Quantity	Unit Price	Extension
Mobilization	LS	1	\$ 18,860	\$ 18,900
Control of Water	LS	1	\$ 10,000	\$ 10,000
Erosion Control	LS	1	\$ 8,040	\$ 8,100
Clearing and Grubbing	ACRE	0.6	\$ 21,500	\$ 12,900
Clear and Grub Woody Invasive Plant Removal (<=6" DBH tree)	ACRE	0	\$ 5,700	\$ -
Clear and Grub Woody Invasive Plant Removal (>=6" DBH tree)	EACH	0	\$ 700	\$ -
Herbaceous vegetation herbicide treatment	ACRE	0	\$ 1,000	\$ -
Select Tree Removal (>6")	EACH	42	\$ 450	\$ 18,900
Debris Removal	EACH	18	\$ 1,450	\$ 26,100
Grading	SY	2460	\$ 3	\$ 7,400
Common Excavation	CY	0	\$ 16	\$ -
Fieldstone Riprap	TONS	0	\$ 120	\$ -
Clear and Salvage Trees and Install as Root Wad	EACH	2	\$ 700	\$ 1,400
Cross Vane	EACH	0	\$ 4,200	\$ -
J-hook Vane (boulder)	EACH	0	\$ 1,300	\$ -
J-hook Vane (log)	EACH	0	\$ 2,500	\$ -
Log Vanes	EACH	10	\$ 1,750	\$ 17,500
Brush Mattress	SY	110	\$ 80	\$ 8,800
VRSS	SY	0	\$ 90	\$ -
Coir Logs	LF	0	\$ 40	\$ -
Plant Trees	EACH	17	\$ 300	\$ 5,100
Plant Shrubs	EACH	670	\$ 42	\$ 28,200
Plant Plugs	EACH	670	\$ 5	\$ 3,400
Seeding	ACRES	0.2	\$ 4,400	\$ 900
Coir Blanket	SY	2460	\$ 11	\$ 27,100
Live Stakes	EACH	50	\$ 6	\$ 300
Seeding and Erosion Control Blanket	SY	700	\$ 4	\$ 2,800
Annual Vegetation Maintenance	LS	3	\$ 3,216	\$ 9,700
Construction Total				\$ 207,500
Construction Total w/ Contingency (20%)				\$ 249,000
Planning, Engineering & Design (30%)				\$ 74,700
Construction Management (10%)				\$ 24,900
Project Total				\$ 349,000
Total w/ Construction Lower Bound (-20%), Legal, and Engineering				\$ 280,000
Total w/ Construction Upper Bound (+30%), Legal, and Engineering				\$ 454,000
Annual Maintenance Cost (2%)				\$ 7,000

Cost Estimates

Sites 2d and 2e: 30-yr and Annualized Cost analysis	Project Total
Category:	Bioengineering
Estimated life span (years)	20
Number of major maint. Events	1
Annual maintenance % of original project cost	15%
End of life span % of original project cost	25%
Expected annual maintenance	\$ 4,200
End of life span maintenance	\$ 87,250
Future Capital Cost	\$ 847,100
Future annual maintenance	\$ 199,820
Future end of life span cost	\$ 157,580
Total Future Worth	\$ 1,205,000
Annualized Cost	\$ 25,000
Annual Maintenance Cost	\$ 7,000

Cost Estimates

Plymouth Creek - Channel Meander

Item Description	Unit	Estimated Quantity	Unit Price	Extension
Mobilization	LS	1	\$ 34,780	\$ 34,800
Control of Water	LS	1	\$ 10,000	\$ 10,000
Erosion Control	LS	1	\$ 15,210	\$ 15,300
Clearing and Grubbing	ACRE	1.7	\$ 21,500	\$ 37,600
Clear and Grub Woody Invasive Plant Removal (<=6" DBH tree)	ACRE	0	\$ 5,700	\$ -
Clear and Grub Woody Invasive Plant Removal (>=6" DBH tree)	EACH	0	\$ 700	\$ -
Herbaceous vegetation herbicide treatment	ACRE	0	\$ 1,000	\$ -
Select Tree Removal (>6")	Each	10	\$ 450	\$ 4,500
Debris Removal	LS	0	\$ -	\$ -
Grading	SY	0	\$ 3	\$ -
Common Excavation and Refill Original Ditch	CY	1600	\$ 4	\$ 6,400
Common Excavation and Remove from Site	CY	1500	\$ 16	\$ 24,000
Fieldstone Riprap	SY	0	\$ 120	\$ -
Clear and Salvage Trees and Install as Root Wad	EACH	0	\$ 700	\$ -
Cross Vane	EACH	0	\$ 4,200	\$ -
J-hook Vane (boulder)	EACH	0	\$ 1,300	\$ -
J-hook Vane (log)	EACH	0	\$ 2,500	\$ -
Log Vanes	EACH	0	\$ 1,750	\$ -
Brush Mattress	SY	0	\$ 80	\$ -
VRSS	SFF	0	\$ 90	\$ -
Coir Logs	LF	0	\$ 40	\$ -
Plant Trees	EACH	5	\$ 300	\$ 1,500
Plant Shrubs	EACH	3650	\$ 42	\$ 153,300
Plant Plugs	EACH	3650	\$ 5	\$ 18,300
Seeding	ACRES	1.5	\$ 4,400	\$ 6,700
Coir Blanket	SY	2100	\$ 11	\$ 23,100
Live Stakes	EACH	0	\$ 6	\$ -
Seeding and Erosion Control Blanket	SY	7200	\$ 4	\$ 28,800
Annual Vegetation Maintenance	LS	3	\$ 6,084	\$ 18,300
Construction Total				\$ 382,600
Construction Total w/ Contingency (20%)				\$ 459,100
Planning, Engineering & Design (30%)				\$ 137,700
Construction Management (10%)				\$ 45,900
Project Total				\$ 643,000
Total w/ Construction Lower Bound (-20%), Legal, and Engineering				\$ 515,000
Total w/ Construction Upper Bound (+30%), Legal, and Engineering				\$ 836,000
Annual Maintenance Cost (2%)				\$ 12,900

Cost Estimates

Channel Re-Meander: 30-yr and Annualized Cost analysis	Project Total
Category:	Bioengineering
Estimated life span (years)	20
Number of major maint. Events	1
Annual maintenance % of original project cost	15%
End of life span % of original project cost	25%
Expected annual maintenance	\$ 4,500
End of life span maintenance	\$ 160,750
Future Capital Cost	\$ 1,560,700
Future annual maintenance	\$ 214,090
Future end of life span cost	\$ 290,330
Total Future Worth	\$ 2,065,000
Annualized Cost	\$ 43,000
Annual Maintenance Cost	\$ 12,900



**FY 2025 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
CLEAN WATER FUND COMPETITIVE GRANT PROGRAM
GRANT AGREEMENT**

Vendor:	0000265343
PO#:	3000018375

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Bassett Creek WMC, c/o 16145 Hillcrest Ln, Eden Prairie MN 55346 (Grantee).

Grant ID	Grant Title	Awarded Amt
C25-0226	Plymouth Creek Restoration Project: Dunkirk Ln to 38th Ave. N.	\$400,000.00

Total Grant Awarded: \$400,000.00

Recitals

1. The Laws of Minnesota 2023, Chapter 40, Article 2, Section 6(b) appropriated funds to the Board for the FY 2025 Clean Water Fund Competitive Grant Program.
2. The Laws of Minnesota 2021 First Special Session, Chapter 1, Article 2, Section 6(c) appropriated funds to the Board for accelerated implementation which the Board allocated for the Clean Water Fund Competitive Grant Program.
3. The Board adopted Board Order #24-56 to authorize and allocate funds for the FY 2025 Clean Water Fund Competitive Grant Program.
4. The Grantee has submitted a Board approved work plan for this Program, referenced in 2.1.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Marcey Westrick, Central Region Manager, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, (651) 284--4153, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

TITLE
ADDRESS
CITY
TELEPHONE NUMBER

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

Grant Agreement

1. **Terms of the Grant Agreement.**
 - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
 - 1.2. **Expiration date: December 31, 2027** or until all obligations have been satisfactorily fulfilled, whichever comes first.



Grant Work Plan

Projects and Practices 2025

Grant Title: Plymouth Creek Restoration Project: Dunkirk Ln to 38th Ave. N.

Grant ID: C25-0226

Grant Award (\$): \$400,000.00

Grant Execution Date:

Grantee: Bassett Creek WMC

Required Match (%): 10

Grant End Date: 12/31/2027

Fiscal Agent: Bassett Creek WMC

Required Match (\$): \$40,000.00

Grant Day-to-Day Contact: Laura Jester

	Total Budgeted	Total Spent	Balance Remaining*
Grant Funds	\$400,000.00	\$0.00	\$400,000.00
Match Funds	\$1,000,000.00	\$0.00	\$1,000,000.00
Other Funds	\$0.00	\$0.00	\$0.00
Total	\$1,400,000.00	\$0.00	\$1,400,000.00

*Grant balance remaining is the difference between the Awarded Amount and the Spent Amount. Other values compare budgeted and spent amounts.

Project Abstract	The Plymouth Creek Restoration Project will improve water quality and habitat by restoring streambanks and riparian areas along a 7,000-foot stretch of Plymouth Creek. This project in the City of Plymouth will address a biological impairment in the creek and a nutrient impairment in Medicine Lake, downstream from the creek. Plymouth Creek is classified as a priority stream and Medicine Lake is classified as a priority 1 deep lake by the BCWMC. A comprehensive feasibility study was completed in May 2024 and outlines the project's multiple benefits including reducing total phosphorus by an estimated 148 lbs/year in the creek and downstream in Medicine Lake, which is impaired for nutrients. The project will also reduce total suspended solids by an estimated 148 tons/year and will improve in-stream and riparian habitat. Stream buffers will be improved by removing thick stands of buckthorn, dead or dying trees, and other undesirable species and replacing with native species of trees, shrubs, sedges, grasses and forbs. The stream's biological impairment will be addressed through improvements to in-stream habitat. Cross vanes, J-hooks, rootwads, other structures will be added to the stream - creating structure, flow variability, and riffle/pool
------------------	--

Proposed Measurable Outcomes	sequences. Perhaps the most exciting component of the project is the re-meandering of a once straightened 815-foot creek section to better mimic natural conditions. The re-meander will increase resiliency during high flows, improve in-stream habitat, and enhance floodplain connectivity. Finally, because of a popular trail along the creek and proximity to an elementary school, the project offers an opportunity to engage with residents and students about the importance of restoration, the value of the creek's habitat, the floodplain's contribution to flood risk reduction, and their role in protecting and improving water resources. The BCWMC is excited to implement this impactful project!						
	Total phosphorus reduction of 148 lbs/year in Plymouth Creek and Medicine Lake						
	Total suspended solids reduction of 296,720 lbs/year (148.4 tons/year) in Plymouth Creek and Medicine Lake						
	Restored riparian vegetation (15-80 feet wide buffer)						
	Re-meandered 815-foot creek section						

Budget Details

Activity Name	Category	Source Type	Source Description	Budgeted	Spent	Balance Remaining	Match Fund?
Project Construction	Streambank or Shoreline Protection	Local Fund	BCWMC CIP Funding	\$1,000,000.00		\$1,000,000.00	Y
Project Construction	Streambank or Shoreline Protection	Current State Grant	Plymouth Creek Restoration Project: Dunkirk Ln to 38th Ave. N.	\$400,000.00		\$400,000.00	N

Indicator Summary

Indicator Category	Proposed Indicator	Total Value	Unit	Indicator Category	Final Indicator	Total Value	Unit
Water Pollution (Reduction Estimates)	Sediment (Tss)	148	Tons/Yr				
Water Pollution (Reduction Estimates)	Phosphorus (Est. Reduction)	148	Lbs/Yr				

Grant Activities

Activity Name: Project Construction

Activity Category: Streambank or Shoreline Protection

Staff time?: No

Description: Project construction including restoration of approximately 26 areas of erosion along a 7,000-foot stretch of Plymouth Creek; re-meandering a 815-segment of straightened stream channel, removal of accumulated sediment in two locations, and vegetation restoration in buffer areas along the project corridor. Design standards will follow established practices such as those in the MN Stormwater Manual, city standards, etc. All necessary permits will be obtained and a licensed professional engineer will design the project. The BCWMC Engineers will review the designs. Designs must be approved by the BCWMC at the 50% and 90% stages. The effective life of the project is considered to be 25 years. Vegetation restoration and establishment will follow the BWSR Native Vegetation Establishment and Enhancement Guidelines. Long-term maintenance of the entire project will be the responsibility of the City of Plymouth which is memorialized in an agreement between the BCWMC and the City.

Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Current State Grant	Plymouth Creek Restoration Project: Dunkirk Ln to 38th Ave. N.	\$400,000.00		\$400,000.00		N
Local Fund	BCWMC CIP Funding	\$1,000,000.00		\$1,000,000.00		Y

- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. **Grantee's Duties.**

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **Implementation:** The Grantee will implement their Board approved work plan. The work plan will be implemented according to the Program Requirements outlined in the FY 2025 Clean Water Fund Competitive Grants Request for Proposal (RFP).
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.2. All individual grants over \$500,000 require a reporting expenditure by June 30 of each year.
 - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2028, or within 30 days of fully expending funds, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3. **Match:** The Grantee will provide minimum match required by the FY 2025 Clean Water Fund Competitive Grants Request for Proposal (RFP).

3. **Time.**

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. **Terms of Payment.**

- 4.1. Funds will be distributed in three installments per grant: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met.
- 4.2. Grantees may be required to submit documentation of expenditures reported.
- 4.3. All costs must be incurred within the grant period. All incurred costs should be calculated or determined before the final report is completed or returning funds.
- 4.4. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.5. Once final reporting has been completed funds may not be re-requested as funds may not be available.
- 4.6. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.7. This Grant Agreement includes advance payment. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement. Compliance will be determined at the sole discretion of the Board's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, regulations, and the requirements outlined in the FY 2025 Clean Water Fund Competitive Grants Request for Proposal (RFP). The Grantee will not receive payment, may be required to repay grant funds, or may have future payments withheld if work is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law. Costs charged to the grant must be direct and necessary to produce the outcomes funded by the grant. Charges to the grant must be itemized and documented.

6. **Assignment, Amendments, Work Plan Revisions, and Waiver.**

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments and Work Plan Revisions.** Any amendments to this Grant Agreement must be in writing and will not be effective until approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any

amendments thereto. All work plan revisions must be documented. The Board reserves the right to require a work plan revision or grant agreement amendment for changes in the scope of the grant.

- 6.2.1. Board approval is required of work plan revisions on grants less than \$50,000 if the cumulative budget adjustment is greater than \$5,000; on grants \$50,000 to \$500,000 if the cumulative budget adjustment is greater than 10% of the total grant amount; on grants greater than \$500,000 if the cumulative budget adjustment is greater than \$50,000.
- 6.2.2. An amendment to the Grant Agreement is required on grants less than \$50,000 if the cumulative budget adjustment is equal to or greater than \$20,000; on grants \$50,000 to \$500,000 if the cumulative budget adjustment is equal to or greater than 40% of the total grant amount; on grants greater than \$500,000 if the cumulative budget adjustment is equal to or greater than \$200,000.
- 6.2.3. Revisions that do not meet the thresholds identified in 6.2.1. or 6.2.2. are permitted without prior approval from the Board provided that such revision is documented and that the total obligation of the Board for all compensation and reimbursements to the Grantee shall not exceed the total grant award amount.
- 6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. **State Audits.**

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

- 8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. **Government Data Practices.**

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10. **Workers' Compensation.**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

11. **Publicity and Endorsement.**

- 11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the Program, publications, or services provided resulting from this Grant Agreement.
- 11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.

12. **Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination.

- 13.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2. The Board may immediately terminate this Grant Agreement if the Board finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 13.3. The Commissioner of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

14. Data Disclosure.

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

15. Prevailing Wage.

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

16. Municipal Contracting Law.

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

17. Constitutional Compliance.

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding the use of Clean Water Funds to supplement traditional sources of funding.

18. Signage.

It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

19. Intellectual Property Rights.

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

***IN WITNESS WHEREOF**, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.*

Approved:

Bassett Creek WMC

Board of Water and Soil Resources

By: _____

By: _____

(signature)

(signature)

Title: _____

Title: _____

Date: _____

Date: _____

CITY OF PLYMOUTH

RESOLUTION No. 2025-120

RESOLUTION APPROVING COOPERATIVE AGREEMENT AND SUB GRANT AGREEMENT FOR THE PLYMOUTH CREEK STREAM RESTORATION - DUNKIRK TO PIC PROJECT (WR250001)

WHEREAS, the city has agreed to construct the Plymouth Creek Stream Restoration – Dunkirk to PIC Project; and

WHEREAS, Cooperative Agreement BA295-1-971189.v2 is a two-party agreement between the City of Plymouth and the Bassett Creek Watershed Management Commission; and

WHEREAS, Sub-Grant Agreement 1021440.v1 is a two-party agreement between the City of Plymouth and the Bassett Creek Watershed Management Commission; and

WHEREAS, these agreements reflect the financial contribution from the Bassett Creek Watershed Management Commission to the city.

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

1. The City of Plymouth enters into Cooperative Agreement BA295-1-971189.v2 with the Bassett Creek Watershed Management Commission to provide for payment by the watershed for the Plymouth Creek Stream Restoration – Dunkirk to PIC Project;
2. The City of Plymouth enters into Sub-Grant Agreement 1021440.v1 with the Bassett Creek Watershed Management Commission to provide for payment by the State of Minnesota through the Board of Water and Soil Resources for the Plymouth Creek Stream Restoration – Dunkirk to PIC Project;
3. The Public Works Director, or his designee, is authorized and directed to finalize the terms of the Agreements.
4. The Mayor and City Manager are authorized to execute the agreement and any amendments to the agreements.

APPROVED by the City Council this 22nd day of April, 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 April 22, 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

To: Dave Callister, City Manager

Prepared by: Natalie Dorcy, Office Support Specialist

Reviewed by: Jodi Gallup, City Clerk

Item: **Approve tobacco license application of Freedom Team LLC d/b/a Wandering Spirits, 3435 Highway 169 North #B**

1. Action Requested:

Adopt attached resolution approving tobacco license application of Freedom Team LLC d/b/a Wandering Spirits, 3435 Highway 169 North #B.

2. Background:

Freedom Team LLC d/b/a Wandering Spirits has submitted an application for a tobacco license located at 3435 Highway 169 North #B. This is an existing establishment that has a current off-sale liquor license held by Castle Royale Spirits LLC d/b/a Wandering Spirits and is changing ownership to Freedom Team LLC. The current site has not previously had a tobacco license but meets the zoning criteria and the new applicant meets the licensing requirements per City Code 1150.

Freedom Team LLC has also submitted an application for an off-sale liquor license which will be considered for approval under Public Hearing agenda item 7.1. The tradename of the establishment will remain the same under the new ownership.

3. Budget Impact:

License fee has been received.

4. Attachments:

1. City Council Resolution 2025-121

CITY OF PLYMOUTH

RESOLUTION No. 2025-121

RESOLUTION APPROVING TOBACCO LICENSE APPLICATION OF FREEDOM TEAM LLC D/B/A WANDERING SPIRITS, 3435 HIGHWAY 169 NORTH #B

WHEREAS, Freedom Team LLC d/b/a Wandering Spirits, has submitted a tobacco license application for Wandering Spirits located at 43435 Highway 169 North #B; and

WHEREAS, the applicant meets the licensing requirements per City Code 1150; and

WHEREAS, the license fee has been received.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the tobacco license application submitted by Freedom Team LLC for Wandering Spirits at 3435 Highway 169 North #B is approved for a license period to expire December 31, 2025.

APPROVED by the City Council on this 22nd day of April, 2025.

To: Dave Callister, City Manager

Prepared by: Tony Miller, Engineering Project Manager

Reviewed by: Michael Thompson, Public Works Director

Item: **Approve hot mix asphalt prices for 2025**

1. Action Requested:

Adopt attached resolution approving hot mix asphalt prices for 2025.

2. Background:

The city purchases hot mix asphalt to perform annual maintenance on streets, trails, and parking lots. Staff developed bid documents to allow contractors to provide pricing for various designs of hot mix asphalt. To determine the lowest bid for each job location, the city will factor in \$3 per mile from the hot mix plant to the job site to account for the city's hauling costs. Bids were received from C.S. McCrossan and Martin Marietta and staff recommends approving the prices included in both bids. Approving the bids from C.S. McCrossan and Martin Marietta will provide an alternative supply source in case the asphalt plant with the lowest price is broken down, unusually busy, or does not have the specified asphalt mix available.

3. Budget Impact:

Purchase of hot mix asphalt is included in the approved 2025 budget and is funded from the General Fund (Street Maintenance Division operating budget) in the amount of \$100,000, and Water Resources Fund in the amount of \$1,000. Hot mix asphalt is also purchased for mill and overlay of the 2025 Street Rehabilitation Project that is performed by the street maintenance division. This project is included in the 2025 Capital Improvement Plan (2025-2034) in the amount of \$550,000 and would be funded from the Street Reconstruction Fund.

4. Attachments:

1. Bid Tabulation
2. City Council Resolution 2025-122



BID OPENING

2025 Hot Mix Asphalt

4/3/2025 - 10:00 am

ITEM	UNIT	C.S. MCCROSSAN CONSTRUCTION	MARTIN MARIETTA
1 TYPE SP 12.5 (SPNWB230B)	TON	\$ 50.70	\$ 58.40
2 TYPE SP 9.5 (SPWEA240B)	TON	\$ 52.00	\$ 60.85
3 TYPE SP 12.5 (SPWEB240B)	TON	\$ 53.50	\$ 58.10
4 TYPE SP 9.5 (SPWEA340B)	TON	\$ 57.25	\$ 61.50
5 TYPE SP 12.5 (SPWEB340B)	TON	\$ 56.60	\$ 57.00
6 TYPE MV3 NW R	TON	\$ -	\$ 51.25
7 TYPE MV3 W R	TON	\$ -	\$ 51.25
8 TYPE MV4 W R	TON	\$ -	\$ 58.45

CITY OF PLYMOUTH

RESOLUTION No. 2025-122

RESOLUTION APPROVING HOT MIX ASPHALT PRICES FOR 2025

WHEREAS, funds have been allocated for hot mix asphalt materials in the approved 2025 budget and 2025-2034 Capital Improvement Plan; and

WHEREAS, the city has prepared specifications, advertised, received bids, and opened bids on April 3, 2025; and

WHEREAS, the following bids were received:

Item	Unit	C.S. McCrossan	Martin Marietta
TYPE SP 12.5 (SPNWB230B)	Ton	\$50.70	\$58.40
TYPE SP 9.5 (SPWEA240B)	Ton	\$52.00	\$60.85
TYPE SP 12.5 (SPWEB240B)	Ton	\$53.50	\$58.10
TYPE SP 9.5 (SPWEA340B)	Ton	\$57.25	\$61.50
TYPE SP 12.5 (SPWEB340B)	Ton	\$56.60	\$57.00
TYPE MV3 NW R	Ton	-	\$51.25
TYPE MV3 W R	Ton	-	\$51.25
TYPE MV4 W R	Ton	-	\$58.45

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the bids received from C.S. McCrossan Construction, Inc., of Maple Grove, MN, and Martin Marietta, of Maple Grove, MN are accepted.

BE IT FURTHER RESOLVED, that funding shall be from the General Fund (Street Maintenance Division operating budget) in the amount of \$100,000, Water Resources Fund in the amount of \$1,000, and the Street Reconstruction Fund in the amount of \$550,000.

APPROVED by the City Council on this 22nd day of April, 2025.

To: Dave Callister, City Manager

Prepared by: Robert Glisky, Graduate Engineer

Reviewed by: Michael Thompson, Public Works Director

Item: **Approve encroachment agreement for a retaining wall within easement areas at Outlot A, Harrison Place on Bass Creek**

1. Action Requested:

Adopt attached resolution approving encroachment agreement for a retaining wall within easement areas at Outlot A, Harrison Place on Bass Creek.

2. Background:

Janet Breidigan, President of Harrison Place on Bass Creek Homeowners Association, has requested the city enter into an encroachment agreement for a retaining wall that was built and encroaches within the city's easement areas on the subject property (Parcel ID No. 01-118-22-32-0089). The owner proposes building a new retaining wall behind the existing one as shown on the attached exhibit that also encroaches within the city's easement areas. Staff has reviewed the agreement and has no objection. Per the attached encroachment agreement, the owner agrees that the retaining wall must not impact or increase water drainage or cause adverse drainage patterns. The owner will own and maintain the retaining wall, and if required by the city in the future, will be responsible for removing the retaining wall to the extent it impacts the easement areas at the owner's expense.

3. Budget Impact:

Not applicable.

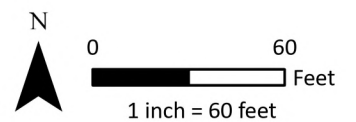
4. Attachments:

1. Location Map
2. Survey
3. Encroachment Agreement
4. City Council Resolution 2025-123



Outlot A, Harrison Place on Bass Creek

Encroachment Agreement Location Map
Plymouth City Council, April 22, 2025



ENCROACHMENT AGREEMENT

AGREEMENT made this _____ day of _____, 2025, by and between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation (“City”), and Harrison Place on Bass Creek Homeowners Association, (“Owners”).

1. BACKGROUND. Owners are the fee owners of certain real property located in the City of Plymouth, County of Hennepin, State of Minnesota, legally described as follows:

Parcel ID No. 01-118-22-32-0089

Outlot A, Harrison Place on Bass Creek, according
to the recorded plat thereof, Hennepin County, Minnesota
(*Abstract & Torrens Property*)

(“Subject Property”). The City owns Drainage Easement for Ponding purposes over portions of the Subject Property. Owners have constructed a Retaining Wall on the Subject Property which encroaches on the City’s easement areas as depicted on the attached survey sketch.

2. ENCROACHMENT AUTHORIZATION. The City hereby approves the encroachment in its easement areas on the Subject Property for the construction of a Retaining Wall subject to the conditions set forth in this Agreement. The City shall have no responsibility to maintain or repair the Retaining Wall located within the City’s easements. The Retaining Wall located on the Subject Property must not impact or increase water drainage on the abutting properties or cause any adverse drainage patterns or erosion to the abutting properties. Owner agrees that the Retaining Wall was constructed/built consistent with all applicable federal, state and local laws and regulations. The Owners are fully responsible and liable for any and all damage caused to the Retaining Wall because of it being constructed in the City’s easement area. The Owners of the Subject Property will own and maintain the Retaining Wall.

3. **HOLD HARMLESS AND INDEMNITY.** In consideration of being allowed to encroach in the City's easement areas, Owners, for themselves, their heirs and assigns, hereby agree to indemnify and hold the City harmless from any damage caused to the Subject Property, including the Retaining Wall in the City's easement areas, caused in whole or in part by the encroachment into the City's easement areas.

4. **TERMINATION OF AGREEMENT.** The City may, at its sole discretion, terminate this Agreement at any time by giving the then owner of the Subject Property thirty (30) days advance written notice, except that no notice period will be required in the case of an emergency condition as determined solely by the City and the Agreement may then be terminated immediately. The property owner shall remove the Retaining Wall to the extent it impacts the easement areas to the effective date of the termination of this Agreement. If the owner fails to do so, the City may remove the Retaining Wall to the extent it impacts the easement areas and charge the cost of removal back to the owner for reimbursement.

5. **RECORDING.** This Agreement shall run with the land and shall be recorded against the title to the Subject Property.

[Remainder of Page Intentionally Left Blank]

CITY OF PLYMOUTH

(SEAL)

BY: _____
Jeffry Wosje, Mayor

AND _____
Dave Callister, City Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Jeffry Wosje and by Dave Callister, respectively the Mayor and City Manager of the City of Plymouth, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

PROPERTY OWNERS:

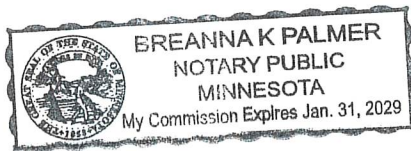
Janet Breidigam
Janet Breidigam, President, Harrison Place on Bass Creek HOA

3/3/2025
(Date)

(Date)

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

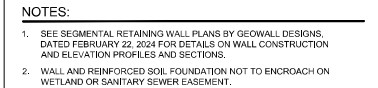
The foregoing instrument was acknowledged before me this 7th day of March, 2025, by Janet Breidigam, HOA President.



[Signature]
NOTARY PUBLIC

DRAFTED BY:
City Engineer
City of Plymouth
3400 Plymouth Blvd.
Plymouth, MN 55447

SEE ATTACHED SURVEY SKETCH



- SWPPP LEGEND:**
- | | |
|-------|--------------------------------------|
| ----- | SILT FENCE / BIOROLL - GRADING LIMIT |
| ----- | WETLAND DELINEATION |
| ----- | EXISTING (1") CONTOUR |
| ----- | CHWLU100-YR HWL |
| ----- | PROPOSED (1") CONTOUR |
| ===== | PROPOSED RETAINING WALL |
| ----- | SANITARY EASEMENT BOUNDARY |
| ----- | SANITARY SEWER PIPE |

[illegible]

C1.0

CITY OF PLYMOUTH

RESOLUTION No. 2025-123

RESOLUTION APPROVING AN ENCROACHMENT AGREEMENT FOR A RETAINING WALL ON OUTLOT A, HARRISON LAKE ON BASS CREEK

WHEREAS, Janet Breidigam, President of Harrison Place on Bass Creek Homeowners Association, the property owner, requested the city to approve an encroachment agreement allowing a retaining wall within city easement areas at Outlot A, Harrison Lake on Bass Creek (Parcel ID No. 01-118-22-32-0089); and

WHEREAS, the encroachment agreement permits only the retaining wall within the easement areas as depicted within the encroachment agreement, and all related facilities must still meet all applicable city codes; and

WHEREAS, the owner's property is legally described as: Outlot A, Harrison Lake on Bass Creek.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the encroachment agreement allowing a retaining wall within easement areas at Outlot A, Harrison Lake on Bass Creek is approved.

APPROVED by the City Council on this 22nd day of April, 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 April 22, 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 _____, _____.

Jodi M. Gallup, City Clerk

To: Dave Callister, City Manager

Prepared by: Tony Miller, Engineering Project Manager

Reviewed by: Michael Thompson, Public Works Director

Item: **Award contract and approve supplemental agreement for the Hamel Road Extension Project (ST170002)**

1. Action Requested:

Adopt attached resolutions awarding contract and approving supplemental agreement for the Hamel Road Extension Project (ST170002).

2. Background:

Council approved the plans and specifications and ordered the advertisement for bids on February 25, 2025 for the Hamel Road Extension Project. The project is included in the 2025-2034 Capital Improvement Plan (CIP) for construction in 2025. A new roadway will be constructed to connect Hamel Road with the County Road 101 Frontage Road (adjacent to the Park Nicollet Clinic). A trail will also be constructed to connect the Hamel Road trail to the County Road 101 trail.

The bid opening was held on March 27, 2025 and eight bids were received as detailed in the attached bid tabulation. The low bid was submitted by New Look Contracting, Inc. Staff have reviewed the lowest bid for compliance with responsible bidder criteria and find their submittal acceptable. New Look Contracting, Inc. has completed similar projects in Plymouth and staff believe they have the capability to complete the project.

Alliant Engineering Inc. will be providing construction administrative services for this project due to the number of city projects to be constructed in 2025. Their proposal includes construction administration, construction surveying, and material testing.

The city already has an agreement (assessment waiver) with Park Nicollet for public improvements and special assessments for the construction of Hamel Road. This

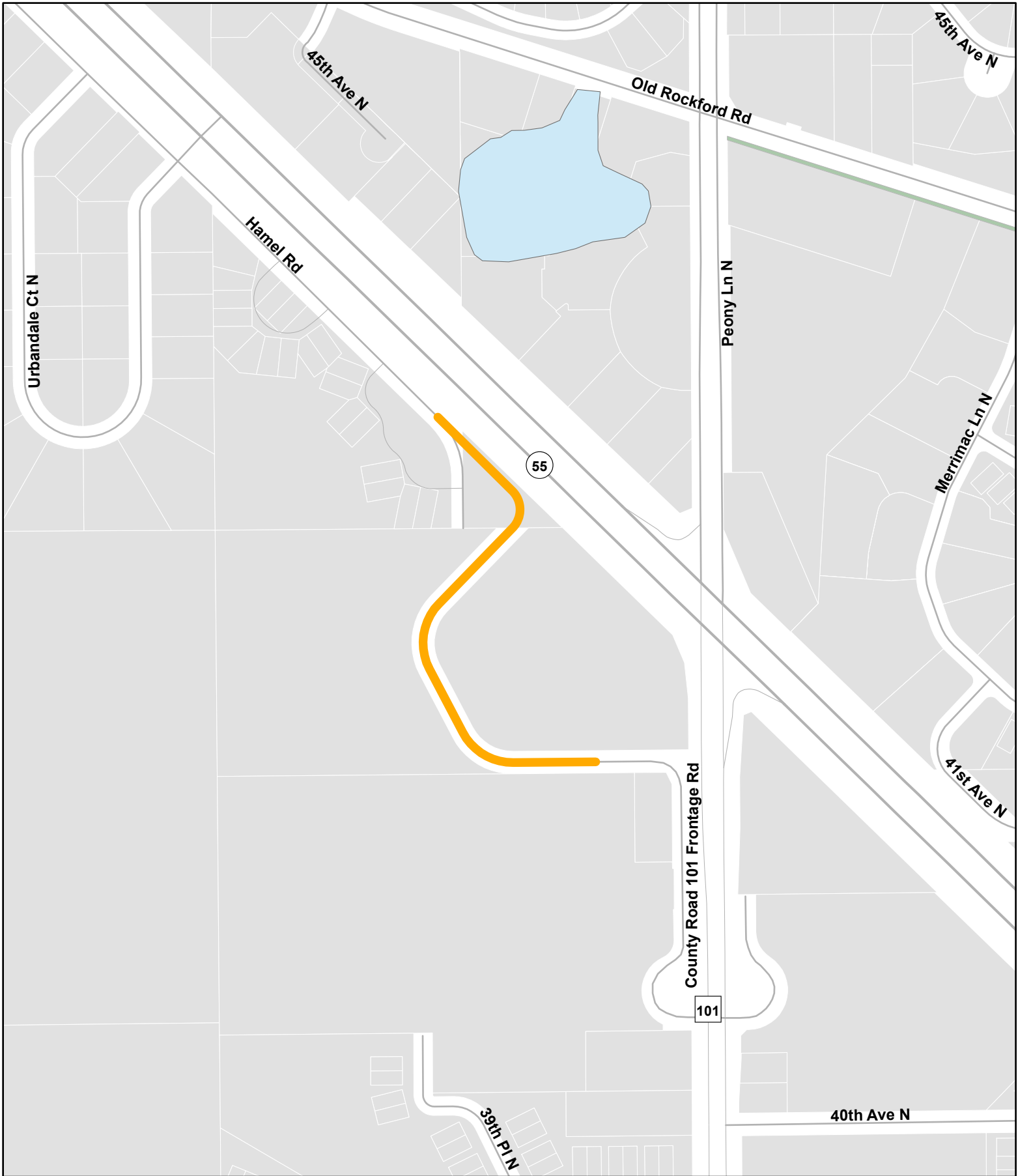
agreement states that Park Nicollet will be assessed \$500,000 for road construction. If the construction contract is awarded, construction is anticipated to start in late spring and be substantially completed by the fall of 2025.

3. Budget Impact:

This project is included in the CIP with an estimated cost of \$1,750,000. The total estimated cost based on the low bid by New Look Contracting, Inc. is \$1,210,000. The estimated costs include improvements (\$558,696.75), engineering, administration and inspection (\$324,164), land and easement acquisition (\$242,443.26), and contingency (\$84,695.99). The project will be funded by the Street Reconstruction Fund (\$560,000), the Park Dedication Fund (\$150,000), and special assessments (\$500,000).

4. Attachments:

1. Location Map
2. Bid Tabulation
3. Award of Bid Recommendation
4. Assessment Roll & Map
5. Park Nicollet Assessment Waiver Agreement
6. Supplemental Agreement
7. City Council Resolution 2025-124



0 500 Feet

2025 Hamel Road Extension City Project #ST170002

 Project Location



Bid Tabulation

Hamel Road Extension
City Project No. ST170002
Bid opening: 3/27/2025 9:00

				Engineer's Estimate		New Look Contracting, Inc.		Swan Companies		Park Construction Company		Northwest		Snow Contracting, LLC		Kurilla Contracting		Fehn Companies, Inc.		Asphalt Surface Technologies Corp.	
Item No.	Item Description	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID																					
1	MOBILIZATION	LUMP SUM	1	\$ 100,000.00	\$ 100,000.00	\$ 18,500.00	\$ 18,500.00	\$43,330.00	\$43,330.00	\$49,600.00	\$49,600.00	\$29,438.16	\$29,438.16	\$35,000.00	\$35,000.00	\$57,500.00	\$57,500.00	\$26,473.00	\$26,473.00	\$37,000.00	\$37,000.00
2	CLEARING	EACH	2	\$ 750.00	\$ 1,500.00	\$ 1,650.00	\$ 3,300.00	\$350.00	\$700.00	\$711.00	\$1,422.00	\$850.00	\$1,700.00	\$1,000.00	\$2,000.00	\$162.20	\$324.40	\$918.00	\$1,836.00	\$770.00	\$1,540.00
3	GRUBBING	EACH	2	\$ 750.00	\$ 1,500.00	\$ 825.00	\$ 1,650.00	\$425.00	\$850.00	\$50.80	\$101.60	\$525.00	\$1,050.00	\$1,000.00	\$2,000.00	\$259.74	\$519.48	\$76.50	\$153.00	\$55.00	\$110.00
4	SALVAGE LIGHTING UNIT	EACH	1	\$ 750.00	\$ 750.00	\$ 1,650.00	\$ 1,650.00	\$3,767.50	\$3,767.50	\$3,530.00	\$3,530.00	\$3,596.25	\$3,596.25	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$5,457.00	\$5,457.00	\$5,390.00	\$5,390.00
5	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	175	\$ 3.00	\$ 525.00	\$ 5.00	\$ 875.00	\$5.00	\$875.00	\$4.80	\$840.00	\$4.00	\$700.00	\$3.00	\$252.00	\$4.70	\$822.50	\$4.22	\$738.50	\$3.00	\$525.00
6	REMOVE PIPE CULVERTS	LIN FT	24	\$ 20.00	\$ 480.00	\$ 25.00	\$ 600.00	\$46.88	\$1,125.12	\$14.70	\$352.80	\$18.00	\$432.00	\$20.00	\$480.00	\$19.44	\$466.56	\$72.28	\$1,734.72	\$19.70	\$472.80
7	REMOVE CURB & GUTTER	LIN FT	157	\$ 5.00	\$ 785.00	\$ 5.50	\$ 863.50	\$7.17	\$1,125.69	\$5.05	\$792.85	\$10.00	\$1,570.00	\$5.00	\$785.00	\$6.77	\$1,062.89	\$6.33	\$993.81	\$7.70	\$1,208.90
8	SALVAGE FENCE	LIN FT	31	\$ 50.00	\$ 1,550.00	\$ 36.00	\$ 1,116.00	\$22.00	\$682.00	\$20.30	\$629.30	\$21.00	\$651.00	\$40.00	\$1,240.00	\$20.27	\$628.37	\$20.40	\$632.40	\$19.80	\$613.80
9	REMOVE BITUMINOUS PAVEMENT	SQ YD	465	\$ 6.00	\$ 2,790.00	\$ 5.50	\$ 2,557.50	\$5.54	\$2,576.10	\$10.50	\$4,882.50	\$4.40	\$2,046.00	\$5.00	\$2,325.00	\$8.96	\$4,166.40	\$1.57	\$730.05	\$9.13	\$4,245.45
10	REMOVE BITUMINOUS WALK	SQ FT	406	\$ 2.00	\$ 812.00	\$ 1.00	\$ 406.00	\$1.32	\$535.92	\$1.20	\$487.20	\$4.65	\$1,887.90	\$2.00	\$812.00	\$2.31	\$937.86	\$1.14	\$462.84	\$1.43	\$580.58
11	EXCAVATION - COMMON	CU YD	3330	\$ 25.00	\$ 83,250.00	\$ 5.00	\$ 16,650.00	\$4.92	\$16,383.60	\$6.05	\$20,146.50	\$13.00	\$43,290.00	\$15.00	\$49,950.00	\$15.35	\$51,115.50	\$27.25	\$90,742.50	\$14.85	\$49,450.50
12	EXCAVATION - SUBGRADE	CU YD	5750	\$ 20.00	\$ 115,000.00	\$ 16.00	\$ 92,000.00	\$12.67	\$72,852.50	\$14.70	\$84,525.00	\$13.00	\$74,750.00	\$15.00	\$86,250.00	\$10.63	\$61,122.50	\$23.30	\$133,975.00	\$14.85	\$85,387.50
13	SELECT GRANULAR EMBANKMENT (CV)	CU YD	1630	\$ 20.00	\$ 32,600.00	\$ 7.50	\$ 12,225.00	\$31.80	\$51,834.00	\$35.10	\$57,213.00	\$29.75	\$48,492.50	\$25.00	\$40,750.00	\$30.25	\$49,307.50	\$28.86	\$47,041.80	\$41.36	\$67,416.80
14	COMMON EMBANKMENT (CV)	CU YD	4530	\$ 10.00	\$ 45,300.00	\$ 9.00	\$ 40,770.00	\$5.00	\$22,650.00	\$3.95	\$17,893.50	\$7.50	\$33,975.00	\$5.00	\$22,650.00	\$7.00	\$31,710.00	\$4.17	\$18,890.10	\$22.00	\$99,660.00
15	AGGREGATE BASE (CV) CLASS 5	CU YD	1410	\$ 50.00	\$ 70,500.00	\$ 38.00	\$ 53,580.00	\$45.88	\$64,690.80	\$51.00	\$71,910.00	\$38.68	\$54,538.80	\$35.00	\$49,350.00	\$35.00	\$49,350.00	\$47.94	\$67,595.40	\$26.73	\$37,689.30
16	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	470	\$ 95.00	\$ 44,650.00	\$ 99.00	\$ 46,530.00	\$92.84	\$43,634.80	\$84.00	\$39,480.00	\$82.48	\$38,765.60	\$95.70	\$44,979.00	\$103.40	\$48,598.00	\$86.09	\$40,462.30	\$94.16	\$44,255.20
17	TYPE SP 12.5 NON WEARING COURSE MIX (3,C)	TON	470	\$ 110.00	\$ 51,700.00	\$ 99.00	\$ 46,530.00	\$91.96	\$43,221.20	\$83.20	\$39,104.00	\$83.29	\$39,146.30	\$96.55	\$45,378.50	\$103.40	\$48,598.00	\$85.27	\$40,076.90	\$92.07	\$43,272.90
18	15" RC PIPE APRON	EACH	1	\$ 1,750.00	\$ 1,750.00	\$ 1,500.00	\$ 1,500.00	\$1,552.45	\$1,552.45	\$1,310.00	\$1,310.00	\$1,780.82	\$1,780.82	\$1,250.00	\$1,250.00	\$1,470.30	\$1,470.30	\$2,244.00	\$2,244.00	\$1,353.00	\$1,353.00
19	6" PERF PVC PIPE DRAIN	LIN FT	2750	\$ 12.00	\$ 33,000.00	\$ 10.50	\$ 28,875.00	\$10.48	\$28,820.00	\$9.95	\$27,362.50	\$12.68	\$34,870.00	\$20.00	\$55,000.00	\$13.00	\$35,750.00	\$13.12	\$36,080.00	\$10.78	\$29,645.00
20	6" PVC PIPE DRAIN CLEANOUT	EACH	15	\$ 500.00	\$ 7,500.00	\$ 500.00	\$ 7,500.00	\$368.07	\$5,521.05	\$650.00	\$9,750.00	\$245.00	\$3,675.00	\$450.00	\$6,750.00	\$628.39	\$9,425.85	\$493.46	\$7,401.90	\$495.00	\$7,425.00
21	15" RC PIPE SEWER DES 3006 CL V	LIN FT	161	\$ 85.00	\$ 13,685.00	\$ 86.00	\$ 13,846.00	\$71.59	\$11,525.99	\$83.30	\$13,411.30	\$69.56	\$11,199.16	\$85.00	\$13,685.00	\$68.84	\$11,083.24	\$86.70	\$13,958.70	\$66.77	\$10,749.97
22	CASTING ASSEMBLY	EACH	3	\$ 1,100.00	\$ 3,300.00	\$ 800.00	\$ 2,400.00	\$1,185.00	\$3,555.00	\$890.00	\$2,670.00	\$785.00	\$2,355.00	\$1,000.00	\$3,000.00	\$852.69	\$2,558.07	\$918.00	\$2,754.00	\$1,248.50	\$3,745.50
23	ADJUST FRAME & RING CASTING	EACH	9	\$ 850.00	\$ 7,650.00	\$ 650.00	\$ 5,850.00	\$325.00	\$2,925.00	\$545.00	\$4,905.00	\$515.00	\$4,635.00	\$500.00	\$4,500.00	\$334.97	\$3,014.73	\$408.00	\$3,672.00	\$660.00	\$5,940.00
24	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	4	\$ 250.00	\$ 1,000.00	\$ 1,250.00	\$ 5,000.00	\$275.00	\$1,100.00	\$517.00	\$2,068.00	\$650.00	\$2,600.00	\$1,500.00	\$6,000.00	\$3,125.00	\$12,500.00	\$459.00	\$1,836.00	\$1,111.00	\$4,444.00
25	RECONSTRUCT DRAINAGE STRUCTURE	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 2,750.00	\$ 2,750.00	\$1,050.00	\$1,050.00	\$574.00	\$574.00	\$850.00	\$1,063.92	\$575.00	\$575.00	\$1,063.92	\$3,060.00	\$3,060.00	\$1,003.20	\$1,003.20	
26	CONST DRAINAGE STRUCTURE DESIGN SPECIAL	LIN FT	4.0	\$ 750.00	\$ 3,000.00	\$ 600.00	\$ 2,400.00	\$464.03	\$1,856.12	\$675.00	\$2,700.00	\$540.95	\$2,163.80	\$375.00	\$1,500.00	\$537.68	\$2,150.72	\$918.00	\$3,672.00	\$880.00	\$3,520.00
27	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 1	LIN FT	10.3	\$ 1,000.00	\$ 10,300.00	\$ 700.00	\$ 7,210.00	\$633.76	\$6,527.73	\$721.00	\$7,426.30	\$681.85	\$7,023.06	\$575.00	\$5,922.50	\$669.61	\$6,896.98	\$918.00	\$9,455.40	\$1,100.00	\$11,330.00
28	RANDOM RIPRAP CLASS III	CU YD	4.8	\$ 150.00	\$ 720.00	\$ 200.00	\$ 960.00	\$278.52	\$1,336.90	\$224.00	\$1,075.20	\$185.00	\$888.00	\$125.00	\$600.00	\$228.48	\$1,096.70	\$153.00	\$734.40	\$136.40	\$654.72
29	6" CONCRETE WALK	SQ FT	468	\$ 10.00	\$ 4,680.00	\$ 15.50	\$ 7,254.00	\$13.64	\$6,383.52	\$14.40	\$6,739.20	\$21.80	\$10,202.40	\$18.50	\$8,658.00	\$22.09	\$10,338.12	\$14.28	\$6,683.04	\$15.40	\$7,207.20
30	3" BITUMINOUS WALK	SQ FT	11,979	\$ 5.00	\$ 59,895.00	\$ 2.25	\$ 26,952.75	\$2.15	\$25,754.85	\$1.95	\$23,359.05	\$1.75	\$20,963.25	\$3.80	\$45,520.20	\$2.20	\$26,353.80	\$1.99	\$23,838.21	\$2.37	\$28,390.23
31	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	27	\$ 15.00	\$ 405.00	\$ 13.50	\$ 364.50	\$22.00	\$594.00	\$12.30	\$332.10	\$14.85	\$400.95	\$10.00	\$270.00	\$19.26	\$364.62	\$12.24	\$330.48	\$13.20	\$356.40
32	CONCRETE CURB & GUTTER DESIGN B424	LIN FT	24	\$ 30.00	\$ 720.00	\$ 50.00	\$ 1,200.00	\$35.75	\$858.00	\$41.10	\$986.40	\$41.34	\$992.16	\$38.90	\$933.60	\$54.17	\$1,300.08	\$40.80	\$979.20	\$44.00	\$1,056.00
33	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	2,860	\$ 30.00	\$ 85,800.00	\$ 19.00	\$ 54,340.00	\$19.58	\$55,998.80	\$17.90	\$51,194.00	\$23.45	\$67,067.00	\$16.50	\$47,190.00	\$22.89	\$65,465.40	\$17.79	\$50,879.40	\$19.25	\$55,055.00
34	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	42	\$ 120.00	\$ 5,040.00	\$ 125.00	\$ 5,250.00	\$166.82	\$7,006.44	\$115.00	\$4,830.00	\$116.10	\$4,876.20	\$165.60	\$6,955.20	\$117.74	\$4,945.08	\$114.24	\$4,798.08	\$123.20	\$5,174.40
35	TRUNCATED DOMES	SQ FT	32	\$ 65.00	\$ 2,080.00	\$ 60.00	\$ 1,920.00	\$77.00	\$2,464.00	\$56.40	\$1,804.80	\$46.25	\$1,480.00	\$50.00	\$1,600.00	\$56.25	\$1,800.00	\$5			



March 29, 2025

Mr. Tony Miller
Engineering Project Manager
City of Plymouth

**Re: Hamel Road Extension Project
City Project No. ST170002
Recommendation to Award Construction Contract**

Dear Mr. Miller:

Regarding the above-named project, this letter summarizes the public bidding process and bid results and makes recommendation for award of a construction contract to complete the proposed work.

The project was advertised on March 6, 2025 on the QuestCDN online bidding site. Additionally, an advertisement was posted in the Sun Sailor to serve as the City's official publication. Bids were publicly read at an online bid opening on March 27, 2024. The following eight bids were submitted:

Contractor	Base Bid
New Look Contracting, Inc.	\$558,696.75
Swan Companies	\$581,302.28
Park Construction Company	\$595,189.63
Northwest	\$600,842.91
Swan Contracting, LLC	\$640,874.00
Kurilla Contracting	\$674,533.96
Fehn Companies, Inc.	\$691,303.71
Asphalt Surface Technologies Corp.	\$699,953.74

We have reviewed the bid submitted by the apparent low bidder, New Look Contracting, Inc., and have confirmed the accuracy and completeness of their bid and that they are the lowest responsive and responsible bidder. Therefore, we recommend that the City award a construction contract to New Look Contracting, Inc. to complete the proposed Hamel Road Extension project.

Sincerely,

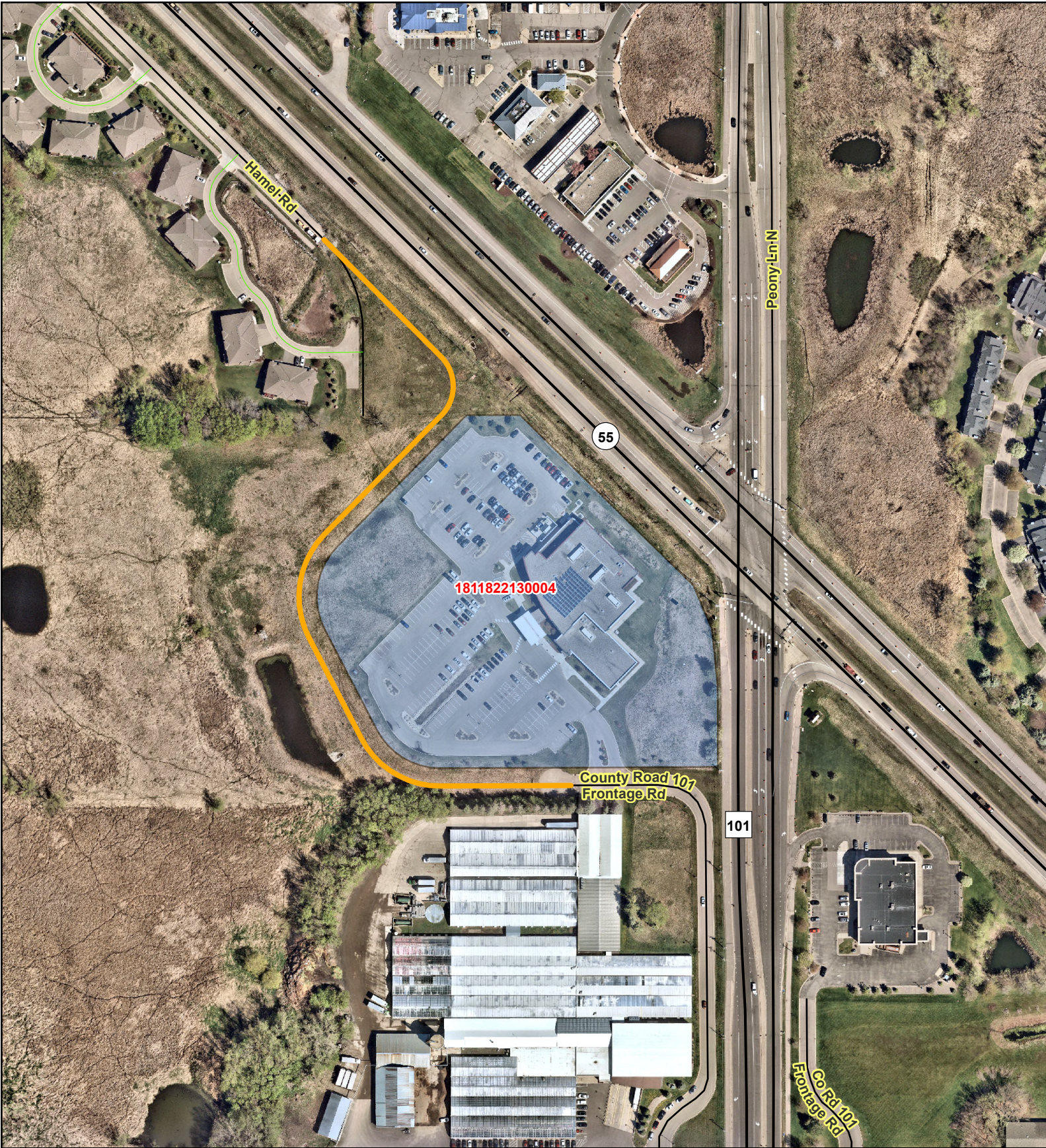
Eric Nelson, PE
Principal



Assessment Roll

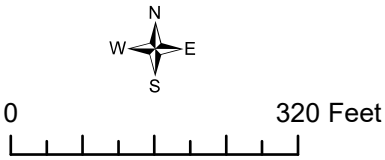
Hamel Road Extension
City Project No. ST170002

PID	PROPERTY OWNER 1	PROPERTY OWNER 2	PROPERTY ADDRESS	PROPERTY CITY, STATE, ZIP	TAXPAYER ADDRESS	TAXPAYER CITY, STATE, ZIP	ASSESSMENT
18-118-22-13-0004	PARK NICOLLET CLINIC		4155 CO RD NO 101	PLYMOUTH MN 55446	PARK NICOLLET REAL ESTATE PO BOX 16115	ST LOUIS PARK MN 55416	\$ 500,000.00



**2025 Hamel Road Extension
City Project #ST170002
Assessment Map**

-  Assessed Parcels
-  Project Area



A 10001346

**PUBLIC IMPROVEMENT AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 15th day of August, 2013,
by and between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation ("City") and
PARK NICOLLET CLINIC ("the Developer").

Recitals

A. Developer owns the property legally described on the attached Exhibit "A" (the "subject property").

B. Developer has asked the City to construct the following Improvements ("public improvement project"): **COUNTY ROAD 101 FRONTAGE ROAD** within the subject property.

C. The City is willing to undertake the public improvement project subject to receipt of favorable bids as determined by the City.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL
COVENANTS THE PARTIES AGREE AS FOLLOWS:**

1. **PUBLIC IMPROVEMENTS.** Subject to receipt of favorable bids, the City will have constructed the public improvement project within the subject property to serve the Developer.

→ 2. **SPECIAL ASSESSMENTS.** The City will assess the subject property for the public improvement project over 15 years, together with 3.69% interest per year on the unpaid balance. The amount of the special assessment is \$500,000.

3. **WAIVER.** The Developer waives any and all procedural and substantive objections to the public improvement project and special assessments, including but not limited to hearing requirements and any claims that the assessments exceed the benefit to the subject property. The Developer waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

4. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Developer and the Developer's successors and assigns. The Agreement may be recorded against the title to the subject property.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first written above.

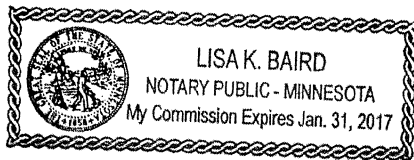
CITY OF PLYMOUTH

By: [Signature]
Kelli Slavik, Mayor

And: [Signature]
David Callister, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 15th day of August, 2013, by Kelli Slavik and by David Callister, the mayor and city manager of the City of Plymouth, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.



[Signature]
NOTARY PUBLIC

DEVELOPER

By: [Signature]
Michael Kaupa

Its: EVP

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 1 day of August, 2013, by Mike Kaupa the EVP of PNHS on its behalf.

[Signature]
NOTARY PUBLIC

DRAFTED BY:
City of Plymouth 3400 Plymouth Boulevard
Plymouth, MN 55447
Telephone: (763) 509-5500

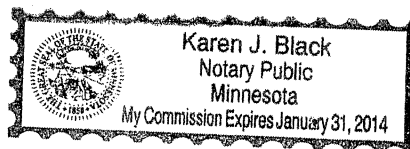


EXHIBIT "A"

Legal Description of Subject Property

The North 238.70 feet of the East 208.70 feet of the South Half of the Southwest Quarter of the Northeast Quarter, Section 18, Township 118 North, Range 22 West of the Fifth Principal Meridian,

Together with:

The North Half of the Southwest Quarter of the Northeast Quarter, Section 18, Township 118 North, Range 22 West, according to the United States Government Survey thereof.

A 1000 13 49

**PUBLIC STREET EASEMENT
IN CONNECTION WITH PARK NICOLLET PLYMOUTH ADDITION (2013028)**

This easement is made this 1st day of ~~July~~^{August}, 2013, between Park Nicollet Health Services, a Minnesota non-profit corporation, herein referred to as "Landowner", and the City of Plymouth, a Minnesota municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as "City".

WITNESSETH:

Landowner, in consideration of that certain Development Contract, Park Nicollet Plymouth Addition (2013028), dated on or about the date of this easement, by and between Landowner and the City (the "Development Contract"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, a perpetual easement for road and utility purposes over the area described and shown in Exhibit "A" attached hereto and incorporated herein.

The City shall construct the public street pursuant to that certain Public Improvement and Special Assessment Agreement, dated on or about the date of this easement, by and between the Landowner and the City.

The grant of the foregoing easement for public street and utility purposes includes the right of the City, its contractors, agents and servants to reconstruct, inspect, repair and maintain a roadway and appurtenances over, under, across and through the premises, and to erect and maintain signs in conjunction with the public's use of said roadway and appurtenances.

[Signature Page Follows]

IN TESTIMONY WHEREOF, the Landowner has caused this easement to be executed as of the day and year first above written.

Park Nicollet Health Services

By: [Signature]
Name: Michael B Kaupa
Its: EVP

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 1 day of ^{August}~~July~~, 2013, by Mike Kaupa, the EVP of Park Nicollet Health Services, a Minnesota non-profit corporation, on behalf of the non-profit corporation.

[Signature]
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Faegre Baker Daniels LLP (TLJ)
2200 Wells Fargo Center
90 S. Seventh Street
Minneapolis, MN 55402-3901
(612) 766-7000



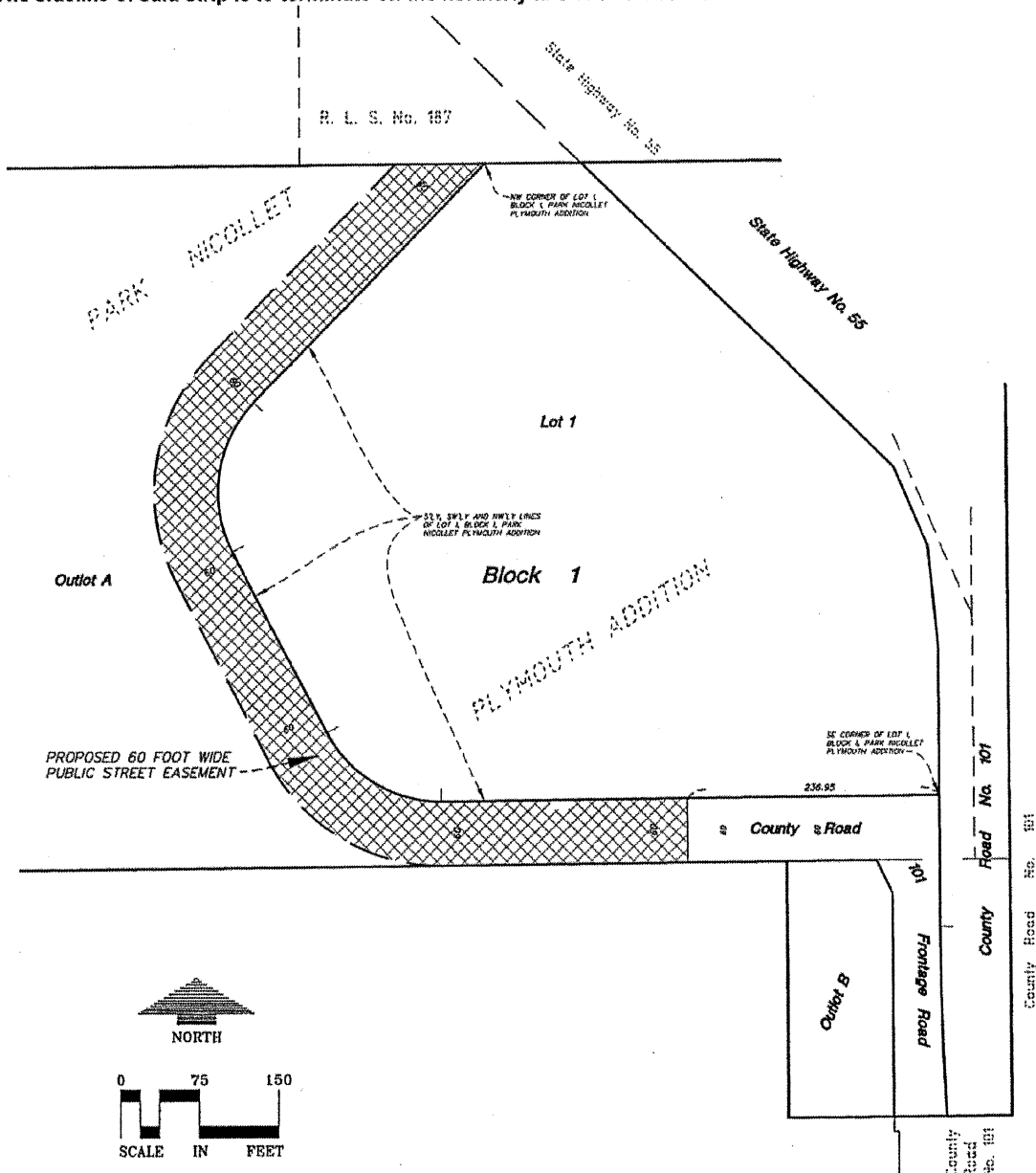
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EXHIBIT A

That part of Outlot A, PARK NICOLLET PLYMOUTH ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, being a 60.00 foot wide strip of land, the northerly, northeasterly and the southeasterly line of which is described as follows:

Commencing at the southeast corner of Lot 1, Block 1, said PARK NICOLLET PLYMOUTH ADDITION; thence westerly, along the southerly line of said Lot 1, a distance 236.95 feet to the point of beginning of the line to be described; thence westerly, northwesterly and northeasterly, along the southerly, southwesterly and northwesterly lines of said Lot 1, to the northwest corner of said Lot 1 and said line there terminating.

The sideline of said strip is to terminate on the northerly line of said Outlot A.



SUPPLEMENTAL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

1. MASTER AGREEMENT. The parties have previously entered into a Master Agreement for Professional Engineering Services which is incorporated herein by reference. In the event of a conflict between the Master Agreement and this Supplemental Agreement the Supplemental Agreement shall control with respect to the project for which it applies.

2. BACKGROUND.

- A. Date of Supplemental Agreement: April 22, 2025
- B. Owner: City of Plymouth
- C. Engineer: Alliant Engineering, Inc.
- D. Project: Hamel Road Extension, City Project ST170002

3. SERVICES. The Engineer shall perform the following services for the Owner as per the Agreement for Engineering Services dated July 10, 2023, and the Scope Amendment dated March 4, 2025 (attached).

4. PAYMENT. The Owner shall pay the Engineer for services rendered under the Supplemental Agreement as follows:

- ☐ Lump sum of: \$ _____
- ☐ Standard hourly rate pursuant to rate schedule on file with the City as of the date of this Supplemental Agreement.
- ☒ Standard hourly rate pursuant to rate schedule included in the proposal with a not to exceed of \$318,176.00, including reimbursable expenses.
 - Agreement for Engineering Services: \$166,210.00
 - Supplemental Agreement (3/4/2025): \$151,966.00
 - Extension of construction phase services

5. COMPLETION DATE. Services performed by Engineer pursuant to this Supplemental Agreement must be completed on or before July 1, 2026.

Dated Signed: _____.

CITY OF PLYMOUTH

BY: _____
Jeffry Wosje, Mayor

BY: _____
David Callister, City Manager

Dated Signed: _____

ALLIANT ENGINEERING, INC.

BY: _____
Eric Nelson, Principal

REVIEWED BY: _____

Michael Thompson, Public Works Director



ALLIANT

March 4, 2025

Tony Miller, PE
Engineering Project Manager
City of Plymouth

RE: **Hamel Road Extension
City Project No.: ST170002
Scope and Fee Proposal for Construction Services**

Dear Mr. Miller:

Alliant Engineering has appreciated the opportunity to work with you on the design of the Hamel Road Extension Project. As we move from design and towards construction in 2025, we offer this proposal for Construction Services based on your request for assistance with construction staking, construction inspection, materials testing, and project management and contract administration services during 2025 construction.

The sections below describe the effort for tasks for the requested services. A detailed spreadsheet documenting the hours and fee associated with each task is also included with this letter. If approved, Alliant will invoice the City of Plymouth on an hourly basis for this work under the tasks described in this letter.

CONSTRUCTION SERVICES SCOPE AND FEE

Task 1 – Construction Staking

Alliant survey crews will set up project-wide survey control and provide staking one-time for all required items, including but not limited to curb and gutter, storm sewer structures, and other public utility relocations. Survey needs will be coordinated through our construction inspector in partnership with the selected contractor. Specific assumptions and clarifications for our staking scope are noted on the attached fee estimate.

Task 1 Fee: \$12,750.00

Task 2 – Materials Testing and Coordination

To provide continuity with geotechnical work during the design phase, our team will include Braun Intertec for materials testing during construction. Their proposed services and associated fee are included as an attachment. Alliant will coordinate material testing schedules in partnership with Braun Intertec and the selected contractor.

Task 2 Fee (Alliant only): \$3,180.00

Task 3 – Project Management, Construction Inspection & Administration

Alliant will provide the following project management, construction inspection, and administration services throughout the duration of the project:

- Schedule, convene, and document a pre-construction meeting with City representatives, contractor staff, private utilities, and regulatory officials.
- Conduct and document weekly construction meetings with the contractor and project representatives.
- Coordinate with private utility companies and related utility relocations.
- Prepare weekly construction progress updates for the City's website and eNotify system.
- Review shop drawings and submittals for storm sewer, earthwork, paving, and related work.
- Measure and verify project quantities and prepare monthly pay requests in partnership with the selected contractor. Pay requests will be forwarded to the City Representative for final review and approval.
- Provide daily observation and documentation of the work during all times of active construction.
- Respond to contractor inquiries and advise on minor design adjustments as needed.
- Prepare a project punch list and work with contractors to resolve defects. Prepare necessary paperwork for project closeout and final payment.

Task 3 Fee: \$107,430.00

Task 4 – Preparation of Record Drawings

We will obtain survey information on all storm sewer, sanitary sewer, and watermain features installed with the project, and any other elements that significantly change from the design plans. Record drawings will be prepared according to City of Plymouth standards reflecting the surveyed as-built information.

Task 4 Fee: \$7,470.00

Subtotal for Construction Services Tasks: \$130,830.00
Direct Expenses for Materials Testing (Braun Intertec): \$18,636.00
Direct Expenses for mileage and misc. inspection supplies: \$2,500.00

TOTAL FOR CONSTRUCTION SERVICES: \$151,966.00

A detailed estimate of the hours and associated fee for each task is included on the following pages.

We again thank you for the opportunity to work with the City of Plymouth on this project and appreciate your consideration of this request. If you have any questions about this scope and fee or want to discuss in further detail, please contact me at 612-701-0479 or mjaster@alliant-inc.com.

Sincerely,



Mark Jaster, PE
Director of Construction Services



Eric Nelson, PE
Principal/Project Manager

CITY PROJECT NO.: ST170002
HAMEL ROAD EXTENSION
CONSTRUCTION SERVICES FEE ESTIMATE

Task	Description	Alliant Engineering, Inc.					TEAM TOTAL	TASK TOTAL COST
		Project Manager	Professional Land Surveyor	Survey CAD Technician	2-person Survey Crew	Construction Inspector		
1.0	Construction Staking	0	2	12	48	0	62	12,750.00
1.1	Set up project control and staking information		2	12			14	
1.2	Construction staking (1)(2)(3)				48		48	
2.0	Materials Testing and Coordination	4	0	0	0	16	20	3,180.00
2.1	Materials testing coordination and administration	4				16	20	
3.0	Construction Inspection & Administration	114	0	0	0	576	678	107,430.00
3.1	Pre-construction meeting and routine weekly meetings (4)(5)	36					36	
3.2	Weekly construction progress updates	12						
3.3	Shop drawing review and coordination	4					4	
3.4	Monthly pay requests	16					16	
3.5	Daily construction observation and documentation (6)	32				560	592	
3.6	Routine design adjustments/respond to contractor inquiries	2					2	
3.7	Final punchlist and project closeout documentation	12				16	28	
4.0	Preparation of Record Drawings	2	0	20	20	0	42	7,470.00
4.1	As-built survey			8	20		28	
4.2	Prepare record drawings	2		12			14	
	PROJECT TOTAL HOURS	120	2	32	68	592	802	
	Hourly Billing Rates	\$ 235	\$ 225	\$ 125	\$ 225	\$ 140		
	DIRECT LABOR	\$28,200	\$450	\$4,000	\$15,300	\$82,880	\$130,830	
	SUBTOTAL LABOR COST							\$130,830.00
	Direct Expenses:							
	Subconsultant: Braun Intertec - Materials Testing							\$18,636.00
	Mileage and misc. supplies							\$2,500.00
	SUBTOTAL DIRECT EXPENSES							\$21,136.00

PROJECT COST NOT TO EXCEED

\$151,966.00

Assumptions:

- (1) Two business days advanced notice is required for staking requests.
- (2) Hours include providing stakes for required items one time. Restaking due to contractor damage or other external factors will be additional charges at the listed hourly rates.
- (3) Mileage, equipment, and materials for construction staking are included in the hourly rates.
- (4) Hours include preparation of agendas, minutes, and other supporting materials as needed.
- (5) Assumes meetings begin in May 2025 and continue through August 2025 (16 weeks).
- (6) Construction Inspector hours assume eight weeks of 50 hours/week and eight weeks of 20 hours/week.

February 5, 2025

Proposal QTB209690

Mark Jaster, PE
Alliant Engineering, Incorporated
733 Marquette Ave, Ste 700
Minneapolis, MN 55402

Re: Proposal for Construction Materials Testing Services
Hamel Road Extension Project
Hamel Road between 18137 Hamel Road and 4155 County Road 101 North
Plymouth, Minnesota

Dear Mr. Jaster:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the Hamel Road Extension Project in Plymouth, Minnesota.

We have completed the geotechnical evaluation for this project, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the project's design.

Since our inception in 1957, we have grown into one of the largest employee-owned engineering firms in the nation. With more than 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our Understanding of Project

We understand this project will include the extension of Hamel Road between an existing portion of prebuilt roadway to the north along Trunk Highway 55 and the business access drive along County Road 101 located within the southwest quadrant of Trunk Highway 55 and County Road 101. This project includes pavement subgrade preparation, select granular embankment and aggregate base placements, new concrete curb and gutter, sidewalk, and driveways along with new bituminous roadway and trail pavements. Construction of new storm sewer utilities will also be part of this project.

Available Project Information

This proposal was prepared using the following documents and information.

- Hamel Road layout plan page prepared by Alliant Engineering, dated October 15, 2024.

AA/EOE

- 60 percent engineers estimate provided by Alliant Engineering.
- A Geotechnical Evaluation Report prepared by Braun Intertec Corporation, dated August 20, 2024.
- Email correspondence with Mark Jaster from Alliant Engineering regarding project documentation and funding source.

Scope of Services

Services are performed under the direction of a licensed professional engineer. Observation and testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project representative. After reviewing available information to determine compliance with project plans and/or specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Measure the in-place dry density, moisture content and relative compaction of fill placed for utility backfill common embankment, select granular embankment, and subgrade preparation for compliance with the project documents. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- Provide test-roll observations of the pavement subgrade soils and/or aggregate base layer to determine if the materials tested are capable of supporting bituminous pavement.
- Sample and test aggregate base and select granular embankment materials for compliance with the project documents. This task includes laboratory gradation testing of aggregate base and select granular embankment materials.
- Perform MnDOT dynamic cone penetrometer (DCP) tests on aggregate base material.

Concrete Related Services

- Sample and test fresh concrete associated with general placements for compliance with the project documents and cast test cylinders for laboratory compressive strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Measure and report the compressive strength of the concrete test cylinders for compliance with the project documents. A set of three cylinders will be tested at 28 days for each set cast. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.

Bituminous Related Services

- Sample and test bituminous pavement materials for compliance with the project documents. This task includes Rice specific gravity, Gyratory density, fine aggregate angularity, percent crushed, asphalt content and extracted aggregate gradation tests of the bituminous.
- Measure the in-place wet density of the fresh bituminous with a nuclear density gauge to observe and document the contractor's roll pattern for non-wear course placed.
- Randomly determine bituminous core locations by using MnDOT's random core worksheet and mark pavement core locations for wear course placed.
- Collect cores and measure the thickness and density of the compacted bituminous pavement by the core method for compliance with the project documents. We assume the bituminous contractor will cut the cores.

Consulting, Project Communication and Reporting Services

- Project management, including scheduling of our field personnel.
- Review test reports and communicating with you and the parties you may designate such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team on a weekly basis.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We assume it will take 6 trips to complete the nuclear density gauge testing on this project.
- We assume compaction testing on aggregate base materials will be performed using the Dynamic Cone Penetration (DCP) method; a minimum of two tests will be conducted each trip with 4 trips assumed.
- We assume 8 sets of concrete tests will be required to complete the project.
- We assume the rebar observations before concrete placements will be completed by the project representative's construction oversight manager.
- We assume bituminous paving will be completed in 3 days for this project.

- We assume the project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised. If the pace of construction is different than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$18,636**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal including the attached General Conditions.

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact John Rutherford at 612.718.8461 (jrutherford@braunintertec.com) or Andrew Valerius at 952.995.2242 (avalerius@braunintertec.com).

Sincerely,

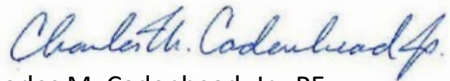
BRAUN INTERTEC CORPORATION



John P. Rutherford
Senior Project Manager



Andrew M. Valerius
Associate Director, Senior Project Manager



Charles M. Cadenhead, Jr., PE
Vice President, Principal Engineer

Attachments:
Cost Estimate Table
General Conditions – CMT (11/4/2024)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB209690

City of Plymouth - Hamel Road Extension

Client:

Alliant Engineering, Incorporated
Mark Jaster
733 Marquette Ave, Ste 700
Minneapolis, MN 55402

Work Site Address:

Hamel Road between 18137 Hamel Road and
4155 County Road 101 N.
Plymouth, MN 55446

Service Description:

Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Construction Materials Testing				
Activity 1.1	Soil Testing				\$7,972.00
211	Proofroll Observations	6.00	Hour	124.00	\$744.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Roadways	2.00	Trips	3.00	6.00
126	Project Engineer	3.00	Hour	186.00	\$558.00
207	Compaction Testing - Nuclear	15.00	Hour	98.00	\$1,470.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Embankment / Utility Backfill	2.00	Trips	2.50	5.00
	Subgrade Preparation / Select Granular	4.00	Trips	2.50	10.00
1308	Nuclear moisture-density meter charge, per hour	15.00	Each	30.00	\$450.00
217	Compaction Testing - DCP's	12.00	Hour	98.00	\$1,176.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Aggregate Base	4.00	Trips	3.00	12.00
1228	Topsoil Testing with nutrients, per sample	1.00	Each	430.00	\$430.00
1530AG	Asphalt Content of Aggregate Base, per sample	1.00	Each	170.00	\$170.00
209	Sample pick-up	4.00	Hour	98.00	\$392.00
1318	Moisture Density Relationship (Proctor)	5.00	Each	208.00	\$1,040.00
1162	Sieve Analysis with 200 wash, per sample	4.00	Each	162.00	\$648.00
1174	Organic Content, per sample	3.00	Each	98.00	\$294.00
1861	CMT Trip Charge	12.00	Each	50.00	\$600.00
Activity 1.2	Concrete Testing				\$3,912.00
261	Concrete Testing	20.00	Hour	98.00	\$1,960.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Curb & Gutter	4.00	Trips	2.50	10.00
	Flatwork	4.00	Trips	2.50	10.00
1364	Compressive strength of concrete cylinders, per specimen	24.00	Each	40.00	\$960.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Curb & Gutter	4.00	Sets	3.00	12.00
	Flatwork	4.00	Sets	3.00	12.00
278	Concrete Cylinder Pick up	4.00	Hour	98.00	\$392.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Concrete Cylinder Pickup	4.00	Trips	1.00	4.00
1861	CMT Trip Charge	12.00	Each	50.00	\$600.00
Activity 1.3	Pavement Testing				\$4,272.00
2689	MnDOT Bituminous Verification, per sample	3.00	Each	780.00	\$2,340.00
209	Sample pick-up	3.00	Hour	98.00	\$294.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Bituminous Mixture Sample Pickup	2.00	Trips	1.50	3.00

Project Proposal

QTB209690
City of Plymouth - Hamel Road Extension

207	Compaction Testing - Nuclear	6.00	Hour	98.00	\$588.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Roll Pattern / Sample Pickup - Wear Course / Trail	2.00	Trips	3.00	6.00
1308	Nuclear moisture-density meter charge, per hour	6.00	Each	30.00	\$180.00
221	Mark and Observe Contractor Coring	3.00	Hour	124.00	\$372.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Mark & Observe Coring - Base Course	1.00	Trip	3.00	3.00
1542	Thickness and Density of Bituminous Core	4.00	Each	62.00	\$248.00
1861	CMT Trip Charge	5.00	Each	50.00	\$250.00
Activity 1.4	Project Management				\$2,480.00
226	Project Manager	10.00	Hour	180.00	\$1,800.00
228	Senior Project Manager	1.00	Hour	210.00	\$210.00
238	Project Assistant	5.00	Hour	94.00	\$470.00
				Phase 1 Total:	\$18,636.00

Proposal Total:	\$18,636.00
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SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to

Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a

default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS,

STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.

CITY OF PLYMOUTH

RESOLUTION No. 2025-124

RESOLUTION AWARDING CONTRACT AND APPROVING SUPPLEMENTAL AGREEMENT FOR THE HAMEL ROAD EXTENSION PROJECT (ST170002)

WHEREAS, pursuant to an advertisement for bids for the Hamel Road Extension Project, bids were received, opened and tabulated according to State law, and the following bids were received complying with the advertisement:

Contractor	Total Bid
New Look Contracting, Inc.	\$558,696.75
Swan Companies	\$581,302.28
Park Construction Company	\$595,189.63
Northwest	\$600,842.91
Swan Contracting, LLC	\$640,874.00
Kurilla Contracting	\$674,533.96
Fehn Companies, Inc.	\$691,303.71
Asphalt Surface Technologies Corp.	\$699,953.74
<i>Engineers Estimate</i>	<i>\$869,010.00</i>

WHEREAS, New Look Contracting, Inc. of Rogers, MN is the lowest responsible bidder, complying with the minimum qualifications; and

WHEREAS, the City Engineer recommends awarding the project to New Look Contracting, Inc; and

WHEREAS, Alliant Engineering Inc. has been designated as engineer for the project; and

WHEREAS, staff believes it is in the best interest of the city to approve the supplemental agreement with Alliant Engineering Inc. to provide construction engineering services including construction administration, inspection, and construction staking at a cost of \$151,966.

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

1. The Mayor and City Manager are authorized and directed to enter into the contract with New Look Contracting, Inc. of Rogers, MN, in the name of the City of Plymouth for the Hamel Road Extension Project according to the plans and specifications therefore approved by the City Council and on file in the office of the City Engineer in the amount of \$558,696.75.

2. The supplemental agreement with Alliant Engineering Inc. is hereby approved at a cost of \$151,966.
3. The total cost of the project is \$1,210,000 and includes the improvements in the amount of \$558,696.75 land and easement acquisition in the amount of \$242,443.26, engineering, administration, and inspection in the amount of \$324,164, and contingency in the amount of \$84,695.99.

BE IT FURTHER RESOLVED, that the project will be funded from the Street Reconstruction Fund in the amount of \$560,000, the Park Dedication Fund in the amount of \$150,000 and special assessments in the amount of \$500,000.

APPROVED by the City Council on this 22nd day of April, 2025.

To: Dave Callister, City Manager

Prepared by: Natalie Dorcy, Office Support Specialist

Reviewed by: Jodi Gallup, City Clerk

Item: **Public hearing on off-sale intoxicating liquor license application of Freedom Team LLC d/b/a Wandering Spirits, 3435 Highway 169 North #B**

1. Action Requested:

Following public hearing, adopt attached resolution approving off-sale intoxicating liquor license application of Freedom Team LLC d/b/a Wandering Spirits, 3435 Highway 169 North #B.

2. Background:

Freedom Team LLC has submitted an application for an off-sale liquor license as the new owner of Wandering Spirits, located at 3435 Highway 169 North #B. This is an existing establishment currently owned by Castle Royale Spirits LLC. The tradename of the establishment will remain the same under the new ownership.

The liquor store on this site is considered a lawful, non-conforming use per City Code 21100. Such uses may be continued provided that the non-conforming use of land is not enlarged, increased, discontinued, or moved to any other part of the parcel. The site has been in continued operations as a liquor store under various ownership dating back to 1969. The liquor ordinance was amended in 1987 to include a 500-foot buffer from any school with the distance being measured to the nearest point of the parcel or lot upon which the school is located. The 500-foot buffer touches the edge of the Plymouth Playfield, which is on the same parcel as the Plymouth Middle School. The actual distance from the school building to the liquor store is 875 feet.

The Police Department has conducted the criminal background investigation and has found no reason to deny the license. The required notification was provided to property owners within 500 feet of the site per City Code 1201.25.

3. Budget Impact:

Required investigation and license fees have been received.

4. Attachments:

1. Buffer and Distance Map
2. Property Owners within 500'
3. City Council Resolution 2025-125



40 24-118-22 11 0001
ENDURANCE MACHINE INC
3515 STATE HWY NO 169
PLYMOUTH MN 55441

40 24-118-22 11 0022
WEST SUBURBAN PROPERTIES LLC
3401 STATE HWY NO 169 N
PLYMOUTH MN 55441

40 24-118-22 11 0038
KILMER OFFICE BLDG
C/O LINDELL ENGINEERING INC
3401 N KILMER LA
PLYMOUTH MN 55441

40 24-118-22 11 0002
CITY OF PLYMOUTH
3400 PLYMOUTH BLVD
PLYMOUTH MN 55447

40 24-118-22 11 0023
SAC LLC
3410 KILMER LANE N
PLYMOUTH MN 55441

40 24-118-22 11 0039
KILMER OFFICE BLDG
C/O LINDELL ENGINEERING INC
3401 N KILMER LA
PLYMOUTH MN 55441

40 24-118-22 11 0004
ENDURANCE MACHINE INC
3515 STATE HWY NO 169
PLYMOUTH MN 55441

40 24-118-22 11 0024
ANJUMAN-E-FAKHRI (MPLS)
7350 WILLIAMS LA
EDEN PRIARIE MN 55346

40 24-118-22 11 0040
KILMER OFFICE BLDG
C/O LINDELL ENGINEERING INC
3401 N KILMER LA
PLYMOUTH MN 55441

40 24-118-22 11 0009
SAC LLC
3410 KILMER LANE N
PLYMOUTH MN 55441

40 24-118-22 11 0025
RENTAL PROPERTIES MGMT LLC
3430 KILMER LA N
PLYMOUTH MN 55441

40 24-118-22 11 0041
KILMER OFFICE BLDG
C/O LINDELL ENGINEERING INC
3401 N KILMER LA
PLYMOUTH MN 55441

40 24-118-22 11 0013
KILMER LANE PROPERTIES LLC
3415 KILMER LA N
PLYMOUTH MN 55441

40 24-118-22 11 0026
HARRISON-ENGER LLC
3440 KILMER LA N
PLYMOUTH MN 55441

40 24-118-22 11 0042
ROBBINSDALE SCHOOL DIST 281
4148 WINNETKA AVE N
NEW HOPE MN 55427

40 24-118-22 11 0017
YEVGENY VAYNBERG
6885 SHADYVIEW CT
MAPLE GROVE MN 55311

40 24-118-22 11 0030
CARVER PROP MGMT A & K LLC
14101 HIGHWAY 13 SOUTH
SAVAGE MN 55378

40 24-118-22 11 0043
CITY OF PLYMOUTH
3400 PLYMOUTH BLVD
PLYMOUTH MN 55447

40 24-118-22 11 0018
UB HARDWOODS PROPERTIES LLC
7124 6TH ST SE
BUFFALO MN 55313

40 24-118-22 11 0032
ENDURANCE MACHINE INC
3515 STATE HWY NO 169
PLYMOUTH MN 55441

86 19-118-21 22 0067
JAMES M STEWART JR
KATRINA L SIKORSKI
3424 INDEPENDENCE AVE N
NEW HOPE MN 55427

40 24-118-22 11 0019
PROVATI LLC
209 QUEEN AVE S
MINNEAPOLIS MN 55405

40 24-118-22 11 0034
C&G ROBINSON PROPERTIES LLC
P.O. BOX 1E
MINNETONKA MN 55345

86 19-118-21 22 0068
LINDA M LEE
3432 INDEPENDENCE AVE N
NEW HOPE MN 55427

40 24-118-22 11 0020
CD NELSON PROPERTIES LLC
3405 STATE HWY NO 169
PLYMOUTH MN 55441

40 24-118-22 11 0035
GREGG C NAFSTAD
4215 POLARIS LA N
PLYMOUTH MN 55446

86 19-118-21 22 0069
TOREETA MANOHAR
3425 INDEPENDENCE AVE N
NEW HOPE MN 55427

40 24-118-22 11 0021
WEST SUBURBAN PROPERTIES LLC
3401 STATE HWY NO 169
PLYMOUTH MN 55441

40 24-118-22 11 0037
KILMER OFFICE BLDG
C/O LINDELL ENGINEERING INC
3401 N KILMER LA
PLYMOUTH MN 55441

86 19-118-21 22 0070
TARA E SWEENEY
NICK N SWEENEY
3417 INDEPENDENCE AVE N
NEW HOPE MN 55427

86 19-118-21 22 0075
HILLSBORO HOMES LLC
C/O MARATHON MANAGEMENT
15758 VENTURE LANE
EDEN PRAIRIE MN 55344

86 19-118-21 22 0107
CORNEL L & BERTHA M POLLARD
3557 INDEPENDENCE AVE N
NEW HOPE MN 55427

86 19-118-21 22 0076
HILLSBORO HOMES LLC
C/O MARATHON MANAGEMENT
15758 VENTURE LANE
EDEN PRAIRIE MN 55344

86 19-118-21 22 0108
EWUNETU AMARE
3561 INDEPENDENCE AVE N
NEW HOPE MN 55427

86 19-118-21 22 0077
HILLSBORO HOMES LLC
C/O MARATHON MANAGEMENT
15758 VENTURE LANE
EDEN PRAIRIE MN 55344

86 19-118-21 22 0109
FEKADU DERESSEH/SARA MEKONNEN
3563 INDEPENDENCE AVE N
NEW HOPE MN 55427

86 19-118-21 22 0078
HILLSBORO HOMES LLC
C/O MARATHON MANAGEMENT
15758 VENTURE LANE
EDEN PRAIRIE MN 55344

86 19-118-21 22 0110
EMIR HODZIC
JORDANKA HODZIC-TOMAS
4325 BROOKDALE AVE N
BROOKLYN PARK MN 55443

86 19-118-21 22 0079
HILLSBORO HOMES LLC
C/O MARATHON MANAGEMENT
15758 VENTURE LANE
EDEN PRAIRIE MN 55344

86 19-118-21 22 0111
ARMI P TALATALA
KEVIN A MOSCOSO
3569 INDEPENDENCE AVE N
NEW HOPE MN 55427

86 19-118-21 22 0102
CHRISTOPHER & REBECCA GUMZ
3543 INDEPENDENCE AVE N
NEW HOPE MN 55427

86 19-118-21 22 0124
TOP KEY PROPERTIES LLC
P O BOX 209
MINNEAPOLIS MN

86 19-118-21 22 0103
KERIANN EWER
3545 INDEPENDENCE AVE N
NEW HOPE MN 55427

86 19-118-21 22 0125
TOP KEY PROPERTIES LLC
P O BOX 209
MINNEAPOLIS MN

86 19-118-21 22 0104
WILLIAM M SIMACEK
3549 INDEPENDENCE AVE N
NEW HOPE MN 55427

86 19-118-21 22 0145
CHEE XIONG/MICHELLE LEEDAHL
3537 INDEPENDENCE AVE N
NEW HOPE MN 55427

86 19-118-21 22 0105
QIU PING OU
3551 INDEPENDENCE AVE N
NEW HOPE MN 55427

86 19-118-21 22 0146
MEILAN CHEN
10310 SOUTH SHORE DRIVE
PLYMOUTH MN 55441

86 19-118-21 22 0106
J EDDIE BURNETTE
2822 FARWELL AVE N
MINNEAPOLIS MN 55411

CITY OF PLYMOUTH

RESOLUTION No. 2025-125

RESOLUTION APPROVING OFF-SALE INTOXICATING LIQUOR LICENSE APPLICATION OF FREEDOM TEAM LLC D/B/A WANDERING SPIRITS, 3435 HIGHWAY 169 NORTH #B

WHEREAS, Freedom Team LLC d/b/a Wandering Spirits, 3435 Highway 169 North #B, has submitted an application for Off-Sale Intoxicating Liquor at this address; and

WHEREAS, the Police Department has conducted a background investigation and has found no reason to deny the application.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the Off-Sale Intoxicating Liquor License application of Freedom Team LLC d/b/a Wandering Spirits, 3435 Highway 169 North #B, is approved for a license period that will expire January 31, 2026.

BE IT FURTHER RESOLVED that approval is contingent upon the city receiving all documentation as required in the liquor license application.

APPROVED by the City Council on this 22nd day of April, 2025.

To: Dave Callister, City Manager

Prepared by: Natalie Dorcy, Office Support Specialist

Reviewed by: Jodi Gallup, City Clerk

Item: **Public hearing on the on-sale intoxicating liquor license application with Sunday sales of Fuego Mexican Restaurant LLC, 10100 6th Avenue North #102**

1. Action Requested:

Following the public hearing, adopt the attached resolution approving on-sale intoxicating liquor license with Sunday sales of Fuego Mexican Restaurant LLC, 10100 6th Avenue North #102.

2. Background:

Fuego Mexican Restaurant LLC has applied for an on-sale intoxicating liquor license with Sunday sales at 10100 6th Avenue North #102. This location was previously occupied by Taco Teresa's, and they held Wine and On-Sale 3.2 Percent Malt Liquor Licenses from August 1, 2018 through January 31, 2021. Fuego Mexican Restaurant is a full table service with waited staff offering family-style Mexican food with an indoor seating of 64.

The Police Department has conducted the criminal background investigation and has found no reason to deny the license. The required notification was provided to property owners within 500 feet of the site per City Code 1201.25.

3. Budget Impact:

The city has received the required background investigation fee and license fees.

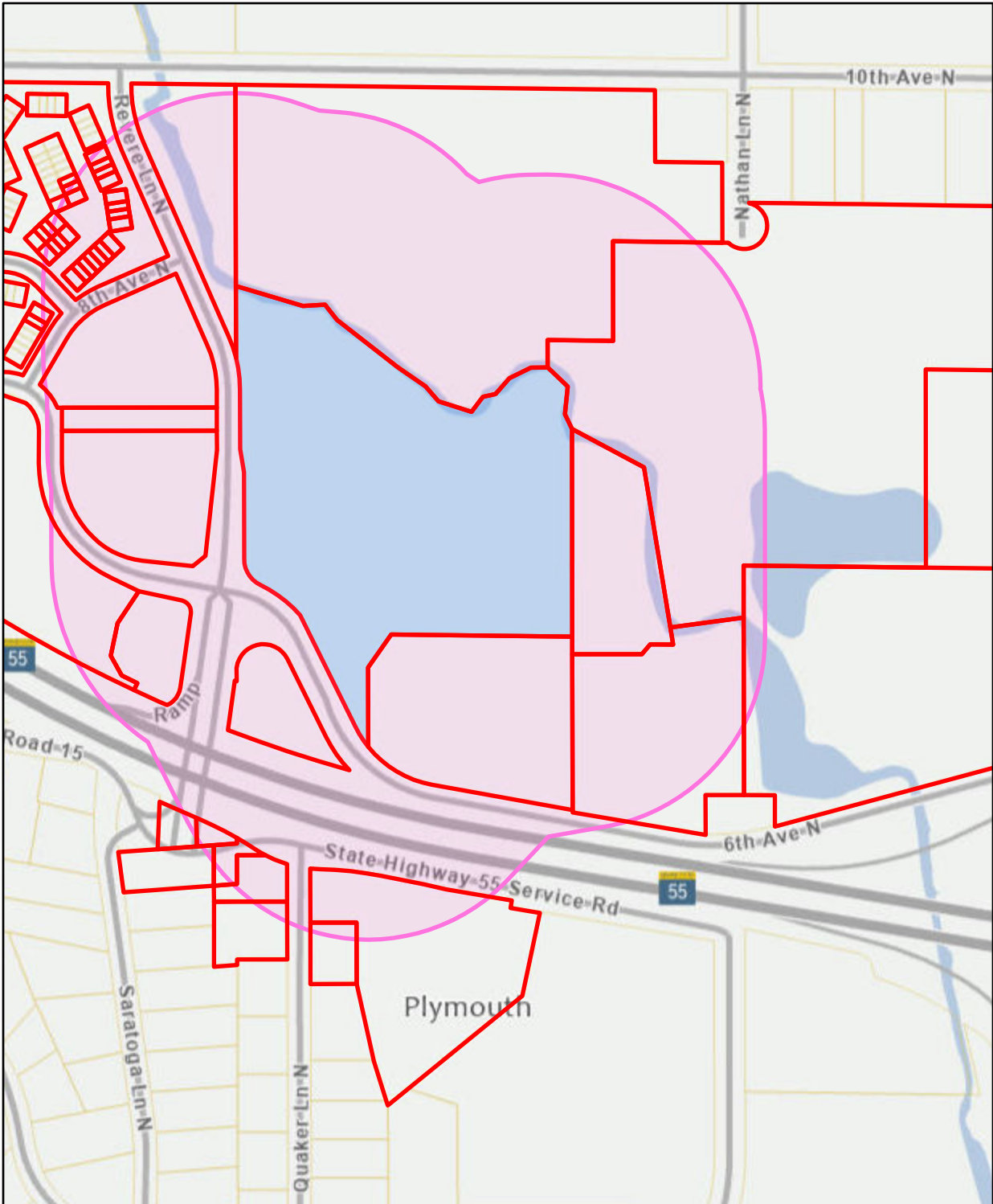
4. Attachments:

1. Location Map
2. Property Owners within 500'
3. City Council Resolution 2025-126



Hennepin County Locate & Notify Map

Date: 3/28/2025



Buffer Size: 500

Map Comments:

0 100 200 400 Feet
|-----|-----|-----|-----|

This data (i) is furnished 'AS IS' with no representation as to completeness or accuracy; (ii) is furnished with no warranty of any kind; and (iii) is not suitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this data.

For more information, contact Hennepin County GIS Office
300 6th Street South, Minneapolis, MN 55487 / gis.info@hennepin.us

40 36-118-22 13 0011
WATERFORD PARK STATION LLC
C/O PHILLIPS EDISON & COMPANY
11501 NORTHLAKE DRIVE
CINCINNATI OH 45249

40 36-118-22 24 0044
ALISHA LEWIS
866 TRENTON LA N
PLYMOUTH MN 55441

40 36-118-22 24 0054
RACHEL E FREY
808 TRENTON LA N
PLYMOUTH MN 55441

40 36-118-22 13 0012
NICOLA MSP III LP
1600 UTICA AVE S STE 300
ST LOUIS PARK MN 55416

40 36-118-22 24 0045
ASHLEY M GERNES
864 TRENTON LA N
PLYMOUTH MN 55441

40 36-118-22 24 0055
DEANNA LONG
806 TRENTON LA N
PLYMOUTH MN 55441

40 36-118-22 13 0013
DC-OV BASSETT CREEK LLC
7803 GLENROY RD #200
BLOOMINGTON MN 55439

40 36-118-22 24 0046
PEDRO DAVALOS
862 TRENTON LA N
PLYMOUTH MN 55441

40 36-118-22 24 0056
MINH-THU CAO & CHI-LANG PHAM
804 TRENTON LA N
PLYMOUTH MN 55441

40 36-118-22 14 0041
ONWARD INVESTORS VALUE
FUND II LP
5050 LINCOLN DR #420
EDINA MN 55436

40 36-118-22 24 0047
NATALYA LYADOVA
860 TRENTON LA N
PLYMOUTH MN 55441

40 36-118-22 24 0057
MICHAL HAIMOV
YAAKOV NAHMIA
3412 OAK RIDGE RD #306
MINNETONKA MN 55305

40 36-118-22 24 0006
ONVOY LLC
550 WEST ADAMS ST STE 900
CHICAGO IL 60661

40 36-118-22 24 0048
RONALD E KATZ
836 TRENTON LA N
PLYMOUTH MN 55441

40 36-118-22 24 0058
REID GORDER
800 TRENTON LA N
PLYMOUTH MN 55441

40 36-118-22 24 0007
ONVOY LLC
1 N WACKER DR STE 1950
CHICAGO IL 60606

40 36-118-22 24 0049
JOSEPH BENZ & PERLA BENZ
834 TRENTON LA N
PLYMOUTH MN 55441

40 36-118-22 24 0059
MICHAEL V & RUTH L DIMUCCI
826 TRENTON LA N
PLYMOUTH MN 55441

40 36-118-22 24 0010
DN ENTERPRISES LLC
4660 WATERTOWN ROAD
ORONO MN 55359

40 36-118-22 24 0050
KAREN E ATLAS
832 TRENTON LA N
PLYMOUTH MN 55441

40 36-118-22 24 0060
JOSEPH M ANNEN
824 TRENTON LA N
PLYMOUTH MN 55441

40 36-118-22 24 0016
EVAN PASTOR
10512 8TH AVE N
PLYMOUTH MN 55441

40 36-118-22 24 0051
KAYLEE LAMOINE
830 TRENTON LA N
PLYMOUTH MN 55441

40 36-118-22 24 0061
ANDREA BROKAW & RYAN BROKAW
1041 JUBERT TRL
MEDINA MN 55340-3706

40 36-118-22 24 0017
RACHEL ANN NESS
10510 8TH AVE N
PLYMOUTH MN 55441

40 36-118-22 24 0052
MADELYN BAUER
812 TRENTON LA N
PLYMOUTH MN 55441

40 36-118-22 24 0062
NADYA STROEVA
820 TRENTON LA N
PLYMOUTH MN 55441

40 36-118-22 24 0023
BASSETT CREEK VILLAGE HOA
C/O CEDAR MGMT INC
990 50TH AVE NE STE 105
COLUMBIA HEIGHTS MN 55421

40 36-118-22 24 0053
JINGYI HUANG
2021 DAUNTLESS DR
GLENVIEW IL 60026

40 36-118-22 24 0064
JOANNE K ROBINSON
944 TRENTON LA N
PLYMOUTH MN 55441

40 36-118-22 24 0065
CAITLIN Q MAHONEY
942 TRENTON LA N
PLYMOUTH MN 55441

40 36-118-22 31 0005
CITY OF PLYMOUTH
3400 PLYMOUTH BLVD
PLYMOUTH MN 55447

40 36-118-22 42 0025
STARCO LLC
C/O BACHMAN'S INC
6010 LYNDAL AVE S
MPLS MN 55419

40 36-118-22 24 0066
JOANNA M THOMSEN
940 TRENTON LA N
PLYMOUTH MN 55441

40 36-118-22 31 0045
CITY OF PLYMOUTH
3400 PLYMOUTH BLVD
PLYMOUTH MN 55447

40 36-118-22 42 0027
GAGE BUILDING LLC
202 PENINSULA RD
MEDICINE LAKE MN 55441

40 36-118-22 24 0067
TATIANA AND ROMAN GLISTVAIN
906 TRENTON LANE N
PLYMOUTH MN 55441

40 36-118-22 31 0048
CITY OF PLYMOUTH
3400 PLYMOUTH BLVD
PLYMOUTH MN 55447

40 36-118-22 24 0080
ALICE JEVNE
844 TRENTON LA N
PLYMOUTH MN 55441

40 36-118-22 31 0049
NEW HORIZON R/E DEVEL 6 LLP
3405 ANNAPOLIS LA N #100
PLYMOUTH MN 55447

40 36-118-22 24 0081
DANIEL M LARKIN
842 TRENTON LA N
PLYMOUTH MN 55441

40 36-118-22 41 0013
WATERPARK 6&5 DE LLC
C/O NORTH PATH INVESTMENTS
144 EAST 44TH ST STE 601
NEW YORK NY 10017

40 36-118-22 24 0082
MARY POCOCK
840 TRENTON LA N
PLYMOUTH MN 55441

40 36-118-22 42 0011
COUNTRYSIDE INVESTMENT CO
C/O STEVEN SCOTT MANAGEMENT
3020 FRANCE AVE S
ST. LOUIS PARK MN 55416

40 36-118-22 24 0083
BASSETT CREEK VILLAGE HOA
C/O CEDAR MGMT INC
990 50TH AVE NE STE 105
COLUMBIA HEIGHTS MN 55421

40 36-118-22 42 0012
DAVID F ANDRADE
330 QUAKER LA N
PLYMOUTH MN 55441

40 36-118-22 24 0084
C/O COMMONBOND COMMUNITIESNG
1080 MONTREAL AVE
ST PAUL MN 55116

40 36-118-22 42 0015
ANN M ROBINSON
335 QUAKER LA N
PLYMOUTH MN 55441

40 36-118-22 24 0088
BASSETT CREEK VILLAGE HOA
C/O SHARPER MANAGEMENT
10340 VIKING DR #105
EDEN PRAIRIE MN 55344

40 36-118-22 42 0016
VINCENT R POPE
415 QUAKER LA N
PLYMOUTH MN 55441

40 36-118-22 31 0004
CITY OF PLYMOUTH
3400 PLYMOUTH BLVD
PLYMOUTH MN 55447

40 36-118-22 42 0024
INSPIRE BRANDS
ATTN: TAX DPT 5TH FLOOR
3 GLENLAKE PARKWAY
ATLANTA GA 30328

CITY OF PLYMOUTH

RESOLUTION No. 2025-126

RESOLUTION APPROVING ON-SALE INTOXICATING LIQUOR LICENSE APPLICATION WITH SUNDAY SALES OF FUEGO MEXICAN RESTAURANT LLC D/B/A FUEGO MEXICAN RESTAURANT, 10100 6TH AVENUE NORTH #102

WHEREAS, Fuego Mexican Restaurant LLC, 10100 6th Avenue North #102, has submitted an application for On-Sale Intoxicating Liquor License with Sunday Sales for a restaurant located at 10100 6th Avenue North #102; and

WHEREAS, the Police Department has conducted a background investigation and has found no reason to deny the application.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the On-Sale Intoxicating Liquor License application with Sunday Sales of 10100 6th Avenue North #102, is approved for a license period that will expire January 31, 2026.

BE IT FURTHER RESOLVED that approval is contingent upon the city receiving all documentation as required in the liquor license application.

APPROVED by the City Council on this 22nd day of April, 2025.

To: Dave Callister, City Manager

Prepared by: Robert Glisky, Graduate Engineer

Reviewed by: Michael Thompson, Public Works Director

Item: **Public hearing on vacation of drainage and utility easements on Lots 4 and 5, Block Two, Humphrey Estates and Lot 1, Block One, Sycamore Woods**

1. Action Requested:

Hold public hearing and adopt attached resolution for vacation of drainage and utility easements on Lots 4 and 5, Block One, Humphrey Estates and Lot 1, Block One, Sycamore Woods. Approval requires 6/7 votes.

2. Background:

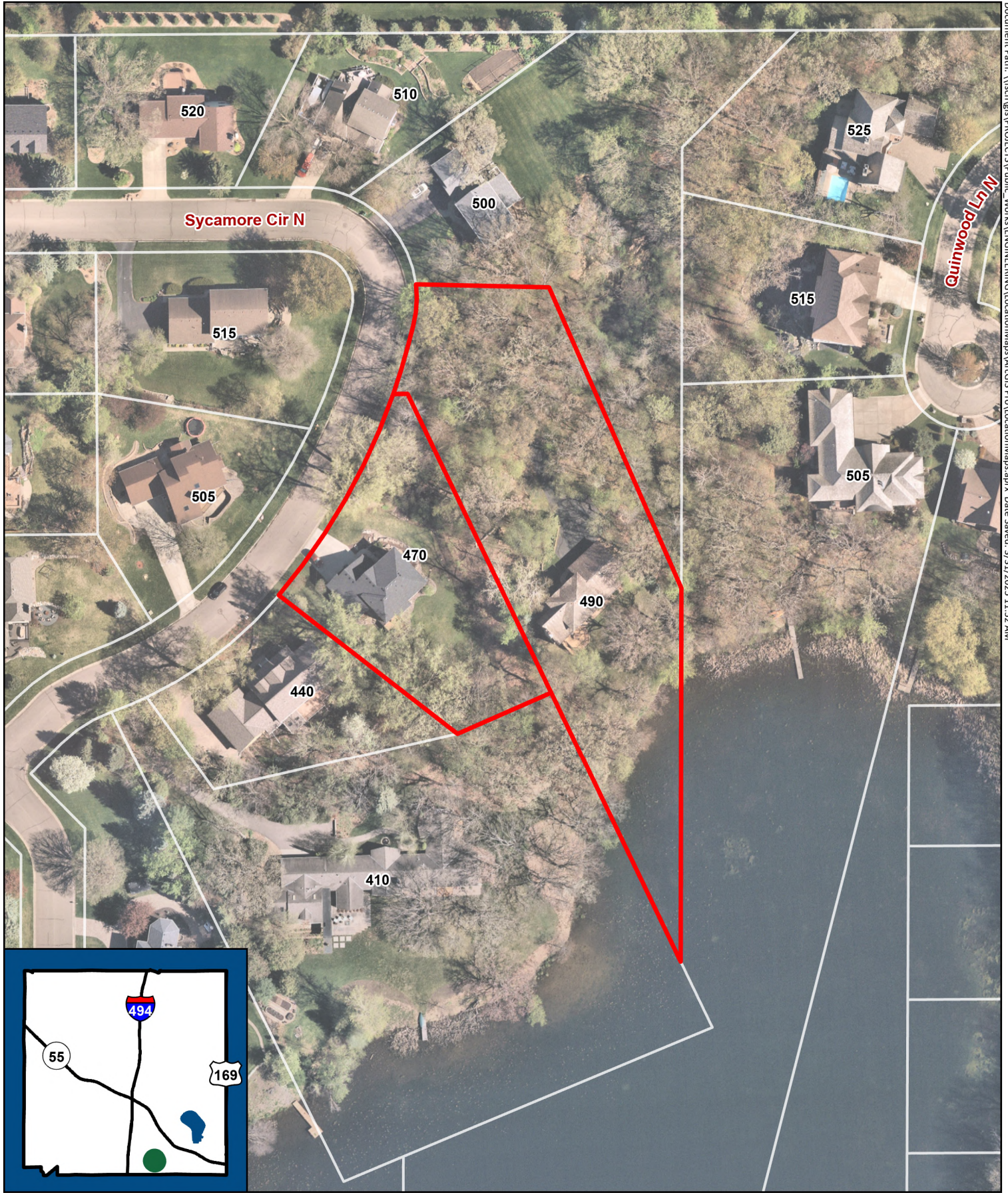
Charles and Jeanine Arnold (owners of 470 Sycamore Circle North) and Carol Arnold (Trustee of Carol A Arnold Revocable Trust, owner of 490 Sycamore Circle North), are requesting the vacation of city drainage and utility easements on Lots 4 and 5, Block One, Humphrey Estates and Lot 1, Block One, Sycamore Woods (490 and 470 Sycamore Circle North, respectively). The easement vacation is requested due to adjustments of side lot lines on the subject parcels and resultant misalignment of platted drainage and utility easements. The proposed vacation shall be accomplished with the recording of replacement drainage and utility easements aligned with the current side lot lines. Notification to utility companies revealed no conflict with the proposed easement vacation. A notice of the public hearing was published as required and adjacent property owners were duly notified by mail. City staff reviewed the proposed vacation and has no objection.

3. Budget Impact:

The \$450 fee was paid by the petitioner to cover the city's cost of administration and publishing the public hearing notice.

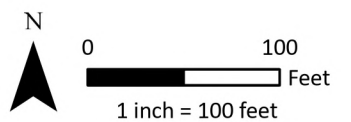
4. Attachments:

1. Location Map
2. Survey
3. Parcel Division Form
4. New Easement (470 Sycamore Cir)
5. New Easement (490 Sycamore Cir)
6. City Council Resolution 2025-127



470 and 490 Sycamore Circle North

Easement Vacation Location Map
Plymouth City Council, April 22, 2025



- LEGEND
- MONUMENT FOUND
- IRON PIPE MONUMENT SET
- WOOD HUB SET
- ➔

DRAINAGE ARROW
- ✕1027.1

EXISTING SPOT ELEVATION
- (1027.76)

PROPOSED ELEVATION
- 1027.78

AS-BUILT ELEVATION
- ≈

PROPOSED CONTOURS
- ≈

EXISTING CONTOURS
- ⦿

FIRE HYDRANT
- CATCH BASIN
- ⊗

SEWER MANHOLES
- ✉

MAILBOX
- ⌵

CURB STOP
- ⊠

UTILITY PEDESTAL
- UTILITY POLE
- ⌒

SIGN
- ⊕

DECIDUOUS TREE
- ✱

CONIFEROUS TREE
- OH—

OVERHEAD UTILITY LINE
- ▨

DRAINAGE AND UTILITY EASEMENT TO BE VACATED

LOT AREA:
PARCEL 1: 59,735 SQUARE FEET (1.37 ACRES)
AREA ABOVE 954 O.H.W. ELEV.: 52,469 SQUARE FEET

PARCEL 2: 19,403 SQUARE FEET (0.45 ACRES)

APPROXIMATE SQUARE FOOTAGE*:
PARCEL 1:
EXISTING BUILDING AREA = 2,123
EXISTING DRIVEWAY & WALK AREA = 4,408
EXISTING CONCRETE PAD = 11
TOTAL IMPERVIOUS SURFACE AREA = 6,542 SQ. FT. (12%)

PARCEL 2:
EXISTING BUILDING AREA = 2,289
EXISTING DRIVEWAY & WALK AREA = 965
EXISTING CONCRETE PAD = 64
TOTAL IMPERVIOUS SURFACE AREA = 3,318 SQ. FT. (17%)

*NOTE:
CONTRACTOR TO FIELD VERIFY
ACTUAL SQUARE FOOTAGES.

PROPOSED PARCEL 1 DESCRIPTION

Lot 5, Block 2, Humphrey Estates

and

That part of Lot 4, Block 2, Humphrey Estates, lying southerly of the following described line: Commencing at the northwest corner of Lot 5, said Block 2, thence South 88 degrees 55 minutes 21 seconds East, assumed bearing, along the north line of said Lot 5 a distance of 104.09 feet to the northeasterly line of said Lot 5; thence South 24 degrees 00 minutes 00 seconds East along said northeasterly line a distance of 175.00 feet to the easterly line of said Lot 5 and the point of beginning of the line to be described; thence South 14 degrees 44 minutes 35 seconds East a distance of 126.91 feet to the east line of said Lot 4 and said line there terminating,

and

That part of Lot 1, Block 1, SYCAMORE WOODS, according to the recorded plat thereof, Hennepin County, Minnesota, lying northeasterly of the following described line:

Commencing at the northwest corner of said Lot 1; thence southwesterly, along the northwest line of said Lot 1, a distance of 41.37 feet to the point of beginning; thence southeasterly a distance of 236.09 feet to a point on the southeast line of said Lot 1 being a distance of 15.00 feet southwesterly from the southeast corner of said Lot 1 and there terminating.

PROPOSED PARCEL 2 DESCRIPTION

Lot 1, Block 1, SYCAMORE WOODS, according to the recorded plat thereof, Hennepin County, Minnesota, except that part of Lot 1 lying northeasterly of the following described line:

Commencing at the northwest corner of said Lot 1; thence southwesterly a distance of 41.37 feet along the northwest line of said Lot 1 to the point of beginning; thence southeasterly a distance of 236.09 feet to a point on the southeast line of said Lot 1 a distance of 15.00 feet southwesterly from the southeast corner of said Lot 1 and there terminating.

PROPOSED DRAINAGE & UTILITY EASEMENTS

- ①

A 6-foot-wide drainage and utility easement over, under, and across that part of Lots 4 and 5, Block 2, HUMPHREY ESTATES, according to the recorded plat thereof, Hennepin County, Minnesota. Said easement is located southwesterly of and adjacent to the following described line:

Commencing at the northwest corner of said Lot 5; thence South 88 degrees 55 minutes 21 seconds East (bearings based on said HUMPHREY ESTATES), along the north line of said Lot 5, a distance of 104.09 feet; thence South 24 degrees 00 minutes 00 seconds East, along the northeasterly line of said Lot 5, a distance of 175.00 feet to the point of beginning; thence South 14 degrees 44 minutes 35 seconds East, a distance of 126.92 feet and there terminating.

The sidelines of said easement are prolonged to the survey line as depicted on said HUMPHREY ESTATES.

AND
- ②

A 6-foot-wide drainage and utility easement over, under, and across that part of Lot 1, Block 1, SYCAMORE WOODS, according to the recorded plat thereof, Hennepin County, Minnesota. Said easement being northeasterly and adjacent to the following described line:

Commencing at the northwest corner of said Lot 1; thence southwesterly, along the northwest line of said Lot 1, a distance of 41.37 feet to the point of beginning; thence southeasterly a distance of 236.09 feet to a point on the southeast line of said Lot 1 being a distance of 15.00 feet southwesterly from the southeast corner of said Lot 1 and there terminating.

AND
- ③

A 6-foot-wide drainage and utility easement over, under, and across that part of Lot 1, Block 1, SYCAMORE WOODS, according to the recorded plat thereof, Hennepin County, Minnesota. Said easement being southwesterly and adjacent to the following described line:

Commencing at the northwest corner of said Lot 1; thence southwesterly, along the northwest line of said Lot 1, a distance of 41.37 feet to the point of beginning; thence southeasterly a distance of 236.09 feet to a point on the southeast line of said Lot 1 being a distance of 15.00 feet southwesterly from the southeast corner of said Lot 1 and there terminating.

REV. NO.	DATE	BY	CHK	DESCRIPTION
1	01/16/25	AJM		REVISE EASEMENTS
2	02/12/25	AJM		REVISE EASEMENTS
3	02/20/25	AJM		REVISE EASEMENTS
4	02/28/25	AJM		REVISE EASEMENTS

03060

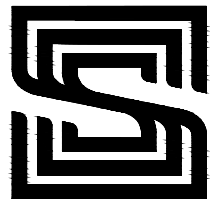
SCALE

FEET

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

NAME Aaron J. Magee LIC. NO. 45507 DATE 12/12/2024

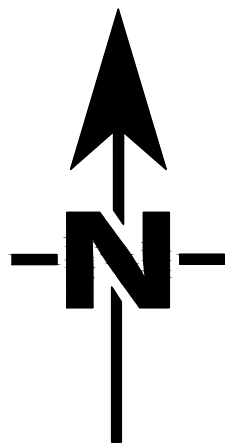
DESIGNED
DRAWN
CHECKED
AJM



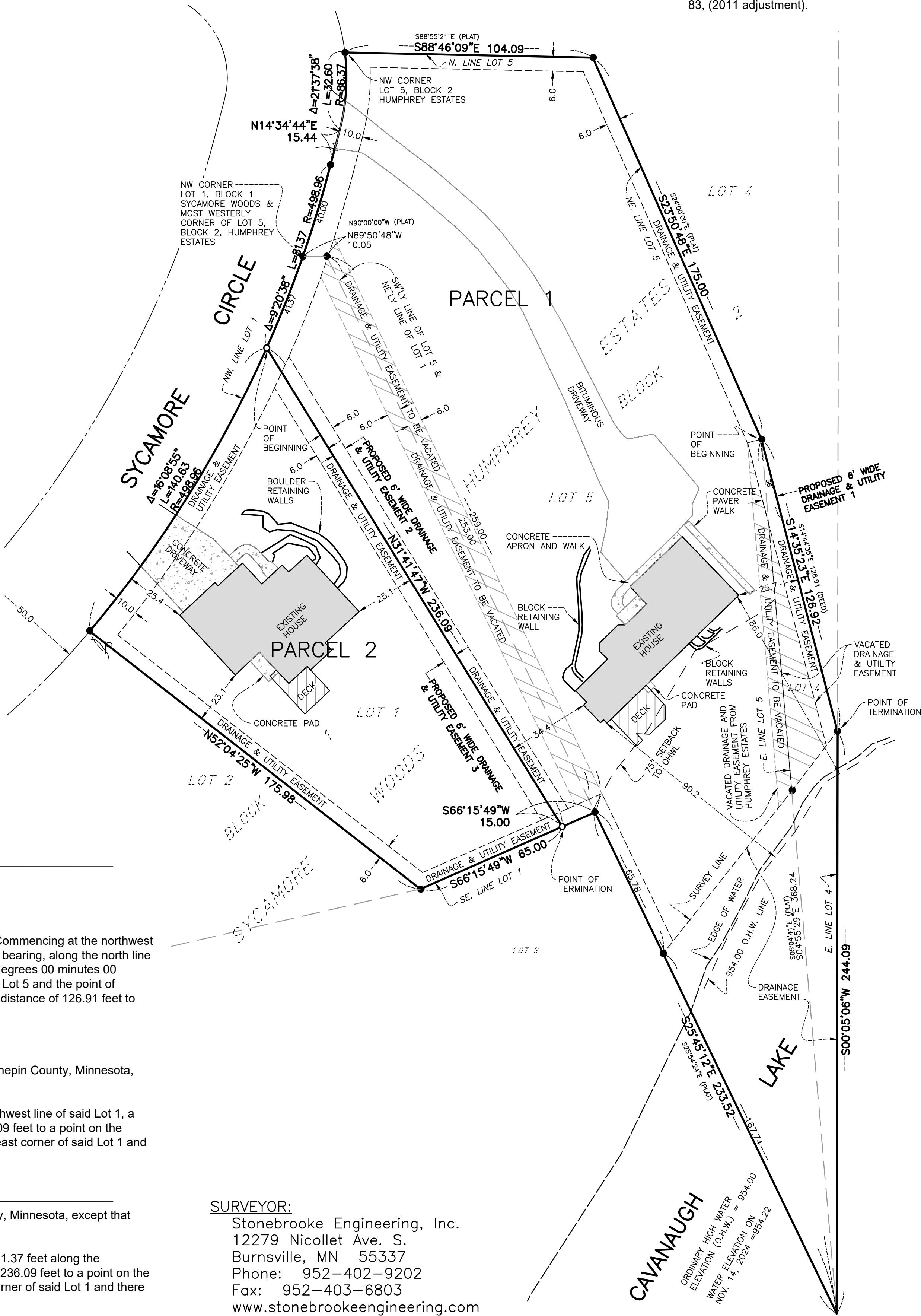
Stonebrooke

CERTIFICATE OF SURVEY	SHEET
LOT 5 & PART OF LOT 4, BLK 2, HUMPHREY ESTATES & LOT 1, BLK 1, SYCAMORE WOODS, HENNEPIN COUNTY	1 OF
CITY OF PLYMOUTH, MINNESOTA	1

CERTIFICATE OF SURVEY
470 & 490 SYCAMORE CIRCLE, PLYMOUTH, MN



Orientation of the bearing system is based on Hennepin County Coordinates, NAD 83, (2011 adjustment).



SURVEYOR:
Stonebrooke Engineering, Inc.
12279 Nicollet Ave. S.
Burnsville, MN 55337
Phone: 952-402-9202
Fax: 952-403-6803
www.stonebrookeengineering.com

PROPOSED DRAINAGE & UTILITY EASEMENTS TO BE VACATED

All that part of the drainage and utility easements in Lots 4 and 5, Block 2, HUMPHREY ESTATES, according to the recorded plat thereof, Hennepin County, Minnesota, located easterly of a line being 6 feet westerly of the east line of said Lot 5, located northerly of the survey line as depicted on said HUMPHREY ESTATES, and located westerly of the following described line:

Commencing at the northwest corner of said Lot 5; thence South 88 degrees 55 minutes 21 seconds East (bearings based on said HUMPHREY ESTATES), along the north line of said Lot 5, a distance of 104.09 feet; thence South 24 degrees 00 minutes 00 seconds East, along the northeasterly line of said Lot 5, a distance of 175.00 feet to the point of beginning; thence South 14 degrees 44 minutes 35 seconds East, a distance of 126.91 feet and there terminating.

AND

All that part of the 6-foot-wide drainage and utility easement in Lot 5, Block 2, HUMPHREY ESTATES, according to the recorded plat thereof, Hennepin County, Minnesota, located northeasterly of and adjacent to the southwest line of said Lot 5 described as follows:

Commencing at the most westerly corner of said Lot 5; thence South 90 degrees 00 minutes 00 seconds East (bearings based on said HUMPHREY ESTATES), along the southerly line of said Lot 5, a distance of 10.05 to the point of beginning; thence South 25 degrees 54 minutes 24 seconds East, along the southwesterly line of said Lot 5, a distance of 253.00 feet and there terminating.

Excepting therefrom that portion located within the 10-foot-wide drainage and utility easement being easterly of and adjacent to the northwesterly line of said Lot 5.

AND

The 6-foot-wide drainage and utility easement in Lot 1, Block 1, SYCAMORE WOODS, according to the recorded plat thereof, Hennepin County, Minnesota, located along the northeasterly line of said Lot 1.

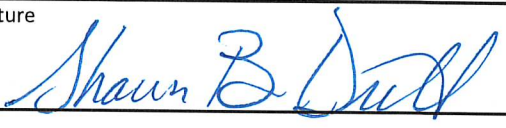
Excepting therefrom that portion located within the 10-foot-wide drainage and utility easement being easterly of and adjacent to the northwesterly line of said Lot 1.

HENNEPIN COUNTY PARCEL DIVISIONS/COMBINATIONS — CITY APPROVAL FORM



Property ID and Platting Unit
Land Information and Tax Services
300 South Sixth Street, MC-074
Minneapolis, MN 55487-0060

Email: pip@hennepin.us
Phone: 612-348-3271

City Plymouth, MN		Date 2/20/2025
City Contact Person Shawn B. Drill		Signature 
Phone (763) 509-5456	Email SDrill@PlymouthMN.gov	

The city has reviewed the tax parcel change below and determined the following:

☐

The Change is Approved

☒

The Change Does Not Require Approval*

Change to Parcel(s):

☐

Divide

☐

Combine

☒

Other Adjust side lot line between 2 parcels

Property ID Numbers	
(1) <u>34-118-22-41-0048</u>	(5) _____
(2) <u>34-118-22-41-0040</u>	(6) _____
(3) _____	(7) _____
(4) _____	(8) _____
Property Address(es) 490 & 470 Sycamore Circle North, respectively	

*See MN Statute 462.358 Subd. 4b for certain scenarios when city approval is not required.

PROPOSED PARCEL 1 DESCRIPTION

Lot 5, Block 2, Humphrey Estates

and

That part of Lot 4, Block 2, Humphrey Estates, lying southerly of the following described line: Commencing at the northwest corner of Lot 5, said Block 2, thence South 88 degrees 55 minutes 21 seconds East, assumed bearing, along the north line of said Lot 5 a distance of 104.09 feet to the northeasterly line of said Lot 5; thence South 24 degrees 00 minutes 00 seconds East along said northeasterly line a distance of 175.00 feet to the easterly line of said Lot 5 and the point of beginning of the line to be described; thence South 14 degrees 44 minutes 35 seconds East a distance of 126.91 feet to the east line of said Lot 4 and said line there terminating,

and

That part of Lot 1, Block 1, SYCAMORE WOODS, according to the recorded plat thereof, Hennepin County, Minnesota, lying northeasterly of the following described line:

Commencing at the northwest corner of said Lot 1; thence southwesterly a distance of 41.37 feet along the northwest line of said Lot 1 to the point of beginning; thence southeasterly a distance of 236.09 feet to a point on the southeast line of said Lot 1 a distance of 15.00 feet southwesterly from the southeast corner of said Lot 1 and there terminating.

PROPOSED PARCEL 2 DESCRIPTION

Lot 1, Block 1, SYCAMORE WOODS, according to the recorded plat thereof, Hennepin County, Minnesota, except that part of Lot 1 lying northeasterly of the following described line:

Commencing at the northwest corner of said Lot 1; thence southwesterly, along the northwest line of said Lot 1, a distance of 41.37 feet to the point of beginning; thence southeasterly a distance of 236.09 feet to a point on the southeast line of said Lot 1 being a distance of 15.00 feet southwesterly from the southeast corner of said Lot 1 and there terminating.

(Reserved for recording)

**GRANT OF PERMANENT EASEMENT
FOR DRAINAGE AND UTILITY PURPOSES**

CHARLES ARNOLD and JEANINE ARNOLD, husband and wife ("Grantors"), in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant unto the **CITY OF PLYMOUTH**, a Minnesota municipal corporation, the Grantee, hereinafter referred to as the "City", its successors and assigns, forever, a permanent easement for public drainage and utility purposes over, on, across, under and through the land situated in the County of Hennepin, State of Minnesota, legally described on the attached Exhibit "A".

INCLUDING the rights of the City, its contractors, agents, servants, and assigns, to enter upon the Easement Property at all reasonable times to construct, reconstruct, inspect, repair, and maintain said public drainage and utility systems over, across, on, under, and through the easement premises, together with the right to grade, level, fill, drain, pave, and excavate the Easement Property, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said public drainage and utility systems.

The above-named Grantors, for themselves, their successors, and assigns, do covenant with the City, its successors and assigns, that they are well seized in fee title of the Easement Property; that they have the sole right to grant and convey the easement to the City; that there are no unrecorded interests in the Easement Property; and they will indemnify and hold the City harmless for any breach of the foregoing covenants.

IN TESTIMONY WHEREOF, the Grantors hereto have signed this easement this 10
day of April, 2025.

GRANTOR:

[Signature]
Charles Arnold

STATE OF MINNESOTA)
)ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 10 day of April,
2025, by Charles Arnold and Jeanne Arnold, husband and wife, the Grantors
above-named.

[Signature]
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
CAMPBELL KNUTSON, P.A.
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000

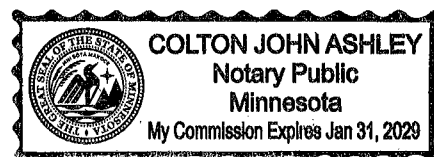


EXHIBIT "A"
TO
GRANT OF PERMANENT EASEMENT

A 6-foot-wide drainage and utility easement over, under, and across that part of Lot 1, Block 1, SYCAMORE WOODS, according to the recorded plat thereof, Hennepin County, Minnesota. Said easement being southwesterly and adjacent to the following described line:

Commencing at the northwest corner of said Lot 1; thence southwesterly, along the northwest line of said Lot 1, a distance of 41.37 feet to the point of beginning; thence southeasterly a distance of 236.09 feet to a point on the southeast line of said Lot 1 being a distance of 15.00 feet southwesterly from the southeast corner of said Lot 1 and there terminating.

Property address: 470 Sycamore Circle North, Plymouth, MN 55441
PIN: 3411822410040

(Reserved for recording)

**GRANT OF PERMANENT EASEMENT
FOR DRAINAGE AND UTILITY PURPOSES**

CAROL A ARNOLD, TRUSTEE OF CAROL A ARNOLD REV. TRUST, ("Grantor"), in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto the **CITY OF PLYMOUTH**, a Minnesota municipal corporation, the Grantee, hereinafter referred to as the "City", its successors and assigns, forever, a permanent easement for public drainage and utility purposes over, on, across, under and through the land situated in the County of Hennepin, State of Minnesota, legally described on the attached Exhibit "A".

INCLUDING the rights of the City, its contractors, agents, servants, and assigns, to enter upon the Easement Property at all reasonable times to construct, reconstruct, inspect, repair, and maintain said public drainage and utility systems over, across, on, under, and through the easement premises, together with the right to grade, level, fill, drain, pave, and excavate the Easement Property, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said public drainage and utility systems.

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

IN TESTIMONY WHEREOF, the Grantor hereto have signed this easement this 10 day
of April, 2025.

GRANTOR:

Carol A. Arnold
Trustee of Carol A. Arnold Rev. Trust

STATE OF MINNESOTA)
)ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 10 day of April,
2025, by Carol A. Arnold, the Grantor above-named.

Colton Ashley
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
CAMPBELL KNUTSON, P.A.
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000

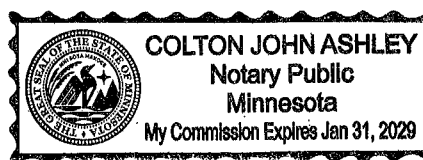


EXHIBIT "A"
TO
GRANT OF PERMANENT EASEMENT

A 6-foot-wide drainage and utility easement over, under, and across that part of Lots 4 and 5, Block 2, HUMPHREY ESTATES, according to the recorded plat thereof, Hennepin County, Minnesota. Said easement is located southwesterly of and adjacent to the following described line:

Commencing at the northwest corner of said Lot 5; thence South 88 degrees 55 minutes 21 seconds East (bearings based on said HUMPHREY ESTATES), along the north line of said Lot 5, a distance of 104.09 feet; thence South 24 degrees 00 minutes 00 seconds East, along the northeasterly line of said Lot 5, a distance of 175.00 feet to the point of beginning; thence South 14 degrees 44 minutes 35 seconds East, a distance of 126.92 feet and there terminating.

The sidelines of said easement are prolonged to the survey line as depicted on said HUMPHREY ESTATES.

AND

A 6-foot-wide drainage and utility easement over, under, and across that part of Lot 1, Block 1, SYCAMORE WOODS, according to the recorded plat thereof, Hennepin County, Minnesota. Said easement being northeasterly and adjacent to the following described line:

Commencing at the northwest corner of said Lot 1; thence southwesterly, along the northwest line of said Lot 1, a distance of 41.37 feet to the point of beginning; thence southeasterly a distance of 236.09 feet to a point on the southeast line of said Lot 1 being a distance of 15.00 feet southwesterly from the southeast corner of said Lot 1 and there terminating.

Property address: 490 Sycamore Circle North, Plymouth, MN 55441
PIN: 3411822410048

CITY OF PLYMOUTH

RESOLUTION No. 2025-127

RESOLUTION APPROVING THE VACATION OF DRAINAGE AND UTILITY EASEMENTS OF LOTS 4 AND 5, BLOCK TWO, HUMPHREY ESTATES AND LOT 1, BLOCK ONE, SYCAMORE WOODS

WHEREAS, a public hearing with respect to said vacation was scheduled for April 22, 2025, in accordance with Minnesota Statutes 412.851 and the City Charter Section 12.06; and

WHEREAS, a notice of publication of said hearing was published and posted at least 10 calendar days prior to the meeting of April 22, 2025; and

WHEREAS, all property owners adjacent to the proposed vacation were duly notified by mail; and

WHEREAS, the City Council held a public hearing on April 22, 2025, to inform any and all interested parties relevant to the vacation of drainage and utility easement of Lots 4 and 5, Block Two, Humphrey Estates and Lot 1, Block One, Sycamore Woods; and

WHEREAS, it was determined by the City Council that said drainage and utility easement is not needed for public purposes.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the following easements be vacated:

All that part of the drainage and utility easements in Lots 4 and 5, Block 2, HUMPHREY ESTATES, according to the recorded plat thereof, Hennepin County, Minnesota, located easterly of a line being 6 feet westerly of the east line of said Lot 5, located northerly of the survey line as depicted on said HUMPHREY ESTATES, and located westerly of the following described line:

Commencing at the northwest corner of said Lot 5; thence South 88 degrees 55 minutes 21 seconds East (bearings based on said HUMPHREY ESTATES), along the north line of said Lot 5, a distance of 104.09 feet; thence South 24 degrees 00 minutes 00 seconds East, along the northeasterly line of said Lot 5, a distance of 175.00 feet to the point of beginning; thence South 14 degrees 44 minutes 35 seconds East, a distance of 126.91 feet and there terminating.

AND

All that part of the 6-foot-wide drainage and utility easement in Lot 5, Block 2, HUMPHREY ESTATES, according to the recorded plat thereof, Hennepin County, Minnesota, located northeasterly of and adjacent to the southwest line of said Lot 5 described as follows:

Commencing at the most westerly corner of said Lot 5; thence South 90 degrees 00 minutes 00 seconds East (bearings based on said HUMPHREY ESTATES), along the southerly line of said Lot 5,

a distance of 10.05 feet to the point of beginning; thence South 25 degrees 54 minutes 24 seconds East, along the southwesterly line of said Lot 5, a distance of 253.00 feet and there terminating.

Excepting therefrom that portion located within the 10-foot-wide drainage and utility easement being easterly of and adjacent to the northwesterly line of said Lot 5.

AND

The 6-foot-wide drainage and utility easement in Lot 1, Block 1, SYCAMORE WOODS, according to the recorded plat thereof, Hennepin County, Minnesota, located along the northeasterly line of said Lot 1.

Excepting therefrom that portion located within the 10-foot-wide drainage and utility easement being easterly of and adjacent to the northwesterly line of said Lot 1.

BE IT FURTHER RESOLVED that recording of this vacation resolution shall be accomplished with the recording of the replacement drainage and utility easements granted by the petitioners.

APPROVED by the City Council on this 22nd day of April, 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 April 22, 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

To: Dave Callister, City Manager

Prepared by: Tony Miller, Engineering Project Manager

Reviewed by: Michael Thompson, Public Works Director

Item: **Public improvement and assessment hearing and award contract for the 2025 Street Rehabilitation Project (ST259002)**

1. Action Requested:

Adopt resolutions for the 2025 Street Rehabilitation Project (ST259002) ordering improvement, adopt assessment roll, award contract and approve supplemental agreement. The resolution ordering the improvement project requires a 6/7 vote for approval.

2. Background:

The 2025 Street Rehabilitation Project includes streets from multiple neighborhoods throughout the city including Mission, Seven Greens/Silverthorne, Carlson Parkway, and 6th Avenue. Maps of the streets included in this project are attached. There are many improvements that will occur in the project areas. Carlson Parkway and 6th Avenue will be improved by utilizing full-depth reclamation. All other streets included with this project will be milled and overlaid. Additional improvements include traffic signal improvements, trail replacement along 6th Avenue, utility repairs, curb ramps, and spot curb and gutter replacement.

Bids were publicly opened for this project on March 20, 2025. Six bids were received as detailed in the attached bid abstract. Staff reviewed the information submitted by Northwest Asphalt, Inc. of Shakopee, MN, to comply with the responsible bidder criteria and find the documentation acceptable. Northwest Asphalt, Inc. has completed similar projects in Plymouth in the past and staff believe Northwest Asphalt, Inc. is capable of constructing the project in accordance with the approved plans and specifications.

Bolton & Menk, Inc. was previously designated as engineer for the project and has provided engineering design services. Due to staff availability and Bolton & Menk's

expertise as construction surveyors, a proposal was solicited from Bolton & Menk to provide construction staking and administrative support. Staff will supplement Bolton & Menk staff to administer the project.

The current assessment policy assesses 40% of the project cost for street rehabilitation. All other costs associated with the project are not assessed, such as utility repairs, storm water, trail, and sidewalk improvements. Properties guided or zoned for single-family use shall be assessed on a per-unit basis and properties of other types are assessed by equivalent units. Construction is expected to begin in the spring and be substantially complete in the fall of 2025. Final completion, including restoration, will be completed in the spring of 2026.

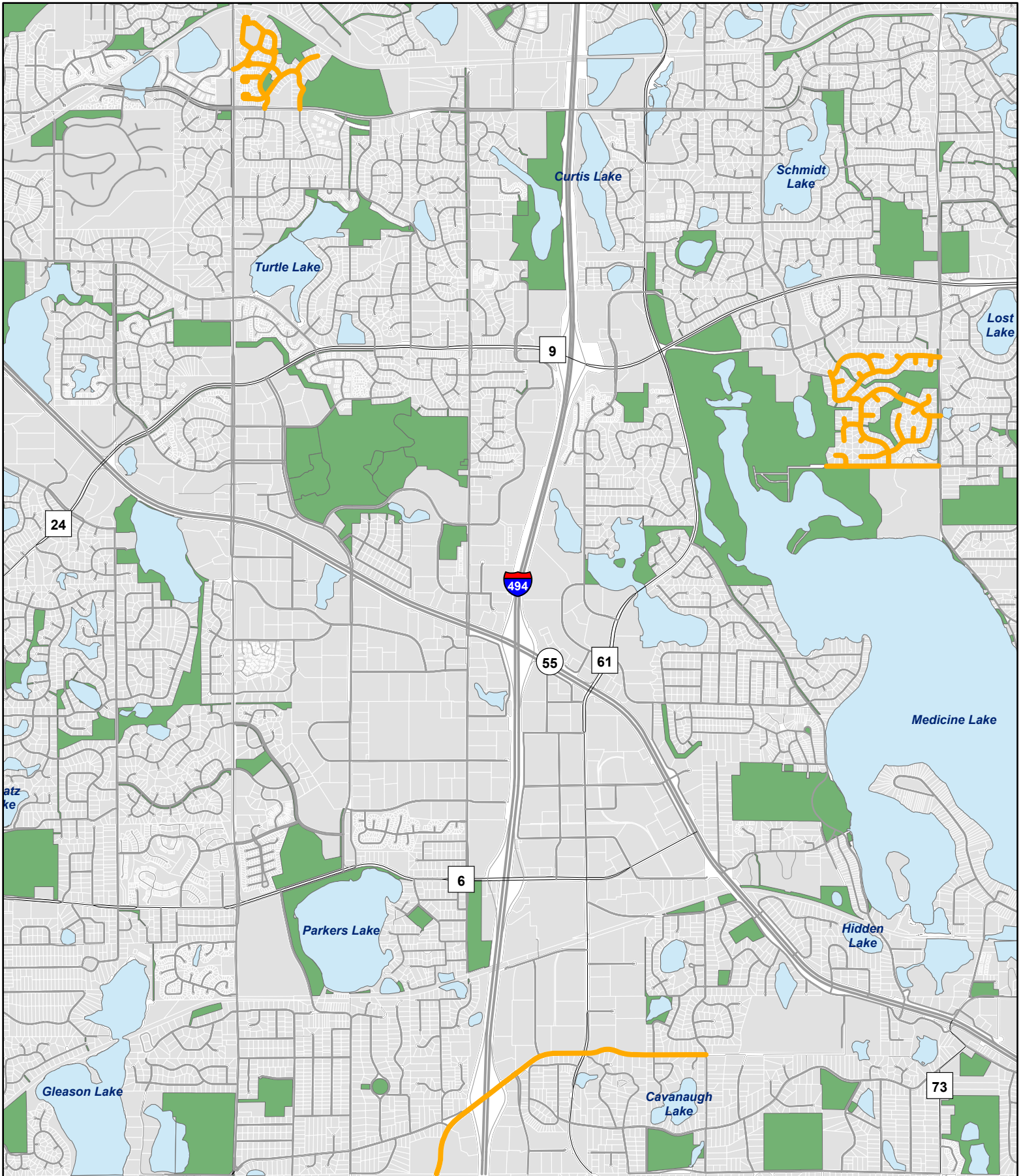
3. Budget Impact:

The total estimated cost for this project is \$6,690,000 and includes the improvements (\$5,587,511.11), engineering and administration (\$822,193), and contingency (\$280,295.89). The project was included in the Capital Improvement Plan (2025-2034) with an estimated cost of \$6,695,000.

Funding for this project will come from special assessments (\$1,040,401.28), the Municipal State Aid Fund (\$3,345,000), the Street Reconstruction Fund (\$1,344,308.16), the Water Fund (\$379,862.24), the Sewer Fund (\$212,240.82), and the Water Resources Fund (\$368,187.50).

4. Attachments:

1. Location Maps
2. Bid Abstract
3. Award Recommendation Letter
4. Assessment Roll & Maps
5. Supplemental Agreement
6. City Council Resolution 2025-128
7. City Council Resolution 2025-129
8. City Council Resolution 2025-130



0 5,000 Feet

2025 Street Rehabilitation Projects City Project #ST259002

— Project Area





0 500 Feet

2025 Street Rehabilitation Project
City Project #ST259002
Seven Greens/Silverthorne

— Mill and Overlay Project

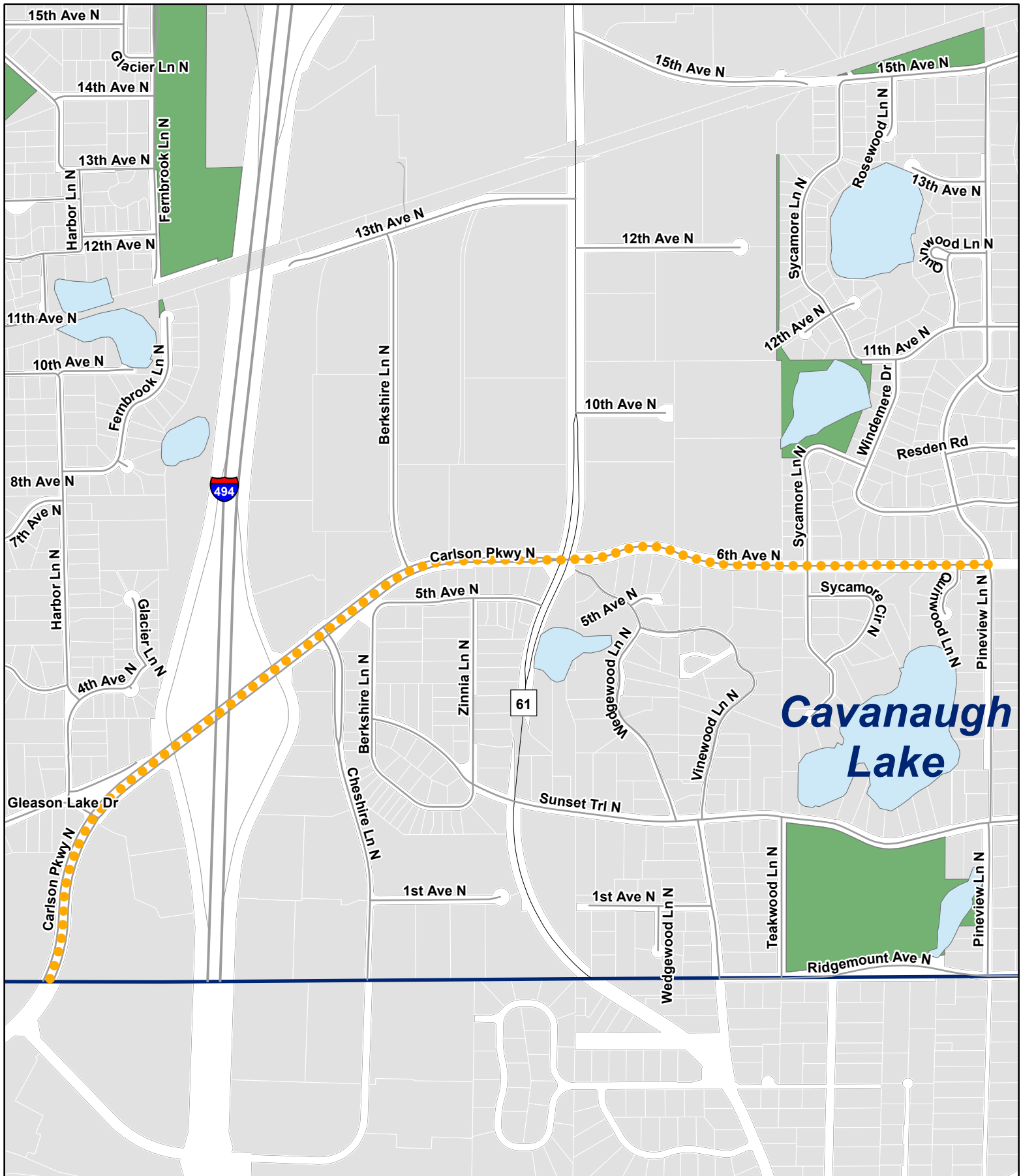




2025 Street Rehabilitation Project
City Project #ST259002
Mission

— Mill and Overlay Project





2025 Street Rehabilitation Project
City Project #ST259002
Carlson Parkway/6th Avenue

● ● ● FDR Project



ABSTRACT

2025 Street Rehabilitation

City of Plymouth, MN

BMI Project No. 24X136052

Bid Date: 03/20/2025 09:00 AM CDT

						Engineer Estimate		1		2		3		4		5		6	
Section Title	Line Item	Item Code	Item Description	UoF	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	1	2011.601	AS BUILT	LUMP SUM	1.00	\$3,500.00	\$3,500.00	\$3,700.00	\$3,700.00	\$3,820.00	\$3,820.00	\$3,977.18	\$3,977.18	\$4,000.00	\$4,000.00	\$9,900.00	\$9,900.00	\$10,000.00	\$10,000.00
	2	2021.501	MOBILIZATION	LUMP SUM	1.00	\$300,000.00	\$300,000.00	\$316,022.49	\$316,022.49	\$533,700.00	\$533,700.00	\$268,198.11	\$268,198.11	\$250,000.00	\$250,000.00	\$363,000.00	\$363,000.00	\$306,000.00	\$306,000.00
	3	2101.502	CLEARING	EACH	6	\$1,000.00	\$6,000.00	\$550.00	\$3,300.00	\$562.00	\$3,372.00	\$591.20	\$3,547.20	\$1,250.00	\$7,500.00	\$495.00	\$2,970.00	\$622.00	\$3,732.00
	4	2101.502	GRUBBING	EACH	6	\$500.00	\$3,000.00	\$100.00	\$600.00	\$102.00	\$612.00	\$107.49	\$644.94	\$250.00	\$1,500.00	\$330.00	\$1,980.00	\$288.00	\$1,728.00
	5	2104.502	SALVAGE MAILBOX	EACH	5	\$100.00	\$500.00	\$75.00	\$375.00	\$76.70	\$383.50	\$80.62	\$403.10	\$75.00	\$375.00	\$82.00	\$410.00	\$79.35	\$396.75
	6	2104.502	REMOVE SIGN PANEL	EACH	44	\$50.00	\$2,200.00	\$50.00	\$2,200.00	\$20.50	\$902.00	\$21.50	\$946.00	\$25.00	\$1,100.00	\$22.00	\$968.00	\$21.15	\$930.60
	7	2104.502	SALVAGE SIGN PANEL	EACH	2	\$75.00	\$150.00	\$50.00	\$100.00	\$20.50	\$41.00	\$21.50	\$43.00	\$25.00	\$50.00	\$22.00	\$44.00	\$21.15	\$42.30
	8	2104.502	REMOVE GATE VALVE & BOX	EACH	16	\$500.00	\$8,000.00	\$500.00	\$8,000.00	\$259.00	\$4,144.00	\$489.09	\$7,825.44	\$800.00	\$12,800.00	\$241.00	\$3,856.00	\$696.00	\$11,136.00
	9	2104.502	SALVAGE HYDRANT	EACH	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,310.00	\$1,310.00	\$596.58	\$596.58	\$1,600.00	\$1,600.00	\$483.00	\$483.00	\$1,423.00	\$1,423.00
	10	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	5	\$500.00	\$2,500.00	\$650.00	\$3,250.00	\$362.00	\$1,810.00	\$483.71	\$2,418.55	\$800.00	\$4,000.00	\$925.00	\$4,625.00	\$709.00	\$3,545.00
	11	2104.502	REMOVE SIGN POST	EACH	39	\$50.00	\$1,950.00	\$50.00	\$1,950.00	\$20.50	\$799.50	\$21.50	\$838.50	\$30.00	\$1,170.00	\$22.00	\$858.00	\$21.15	\$824.85
	12	2104.503	REMOVE WATERMAIN	LIN FT	278	\$20.00	\$5,560.00	\$20.00	\$5,560.00	\$5.10	\$1,417.80	\$8.60	\$2,390.80	\$40.00	\$11,120.00	\$28.00	\$7,784.00	\$5.55	\$1,542.90
	13	2104.503	REMOVE CURB & GUTTER	LIN FT	20,064	\$10.00	\$200,640.00	\$7.45	\$149,476.80	\$5.55	\$111,355.20	\$7.58	\$152,085.12	\$7.50	\$150,480.00	\$8.00	\$160,512.00	\$8.00	\$160,512.00
	14	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	158	\$20.00	\$3,160.00	\$25.00	\$3,950.00	\$12.30	\$1,943.40	\$6.45	\$1,019.10	\$30.00	\$4,740.00	\$35.00	\$5,530.00	\$13.35	\$2,109.30
	15	2104.504	REMOVE CONCRETE WALK/DRIVEWAYS/MEDIANS	SQ YD	623	\$15.00	\$9,345.00	\$24.81	\$15,456.63	\$10.30	\$6,416.90	\$13.35	\$8,317.05	\$30.00	\$18,690.00	\$3.70	\$2,305.10	\$18.20	\$11,338.60
	16	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	2,308	\$12.00	\$27,696.00	\$8.20	\$18,925.60	\$12.60	\$29,080.80	\$7.80	\$18,002.40	\$15.00	\$34,620.00	\$5.00	\$11,540.00	\$8.60	\$19,848.80
	17	2104.505	RECLAIM BITUMINOUS PAVEMENT (ALL DEPTHS)	SQ YD	48,651	\$3.00	\$145,953.00	\$5.01	\$243,741.51	\$2.90	\$141,087.90	\$4.55	\$221,362.05	\$4.00	\$194,604.00	\$1.80	\$87,571.80	\$11.00	\$535,161.00
	18	2104.518	REMOVE BITUMINOUS WALK/DRIVEWAYS	SQ YD	1,500	\$10.00	\$15,000.00	\$7.25	\$10,875.00	\$10.20	\$15,300.00	\$6.01	\$9,015.00	\$12.00	\$18,000.00	\$8.00	\$12,000.00	\$5.00	\$7,500.00
	19	2105.607	SUBGRADE EXCAVATION	CU YD	1,730	\$30.00	\$51,900.00	\$30.91	\$53,474.30	\$32.90	\$56,917.00	\$55.67	\$96,309.10	\$40.00	\$69,200.00	\$35.00	\$60,550.00	\$45.00	\$77,850.00
	20	2112.604	SUBGRADE PREPARATION	SQ YD	45,567	\$3.50	\$159,484.50	\$0.01	\$455.67	\$4.55	\$207,329.85	\$1.07	\$48,756.69	\$4.00	\$182,268.00	\$5.00	\$227,835.00	\$5.00	\$227,835.00
	21	2211.507	AGGREGATE BASE CLASS 5 / RECLAIMED MATERIAL	CU YD	2,590	\$45.00	\$116,550.00	\$4.75	\$12,302.50	\$0.01	\$25.90	\$13.28	\$34,395.20	\$20.00	\$51,800.00	\$20.00	\$51,800.00	\$26.70	\$69,153.00
	22	2118.509	CLASS 2 AGGREGATE SURFACING (GRAVEL DRIVEWAY)	TON	5	\$100.00	\$500.00	\$33.84	\$169.20	\$114.00	\$570.00	\$107.49	\$537.45	\$100.00	\$500.00	\$41.00	\$205.00	\$140.00	\$700.00
	23	2118.609	STABILIZING AGGREGATE (3" MINUS)	TON	200	\$50.00	\$10,000.00	\$30.07	\$6,014.00	\$48.40	\$9,680.00	\$37.62	\$7,524.00	\$50.00	\$10,000.00	\$30.00	\$6,000.00	\$78.00	\$15,600.00
	24	2123.61	EXPLORATORY EXCAVATION	HOURL	15	\$1,000.00	\$15,000.00	\$385.00	\$5,775.00	\$716.00	\$10,740.00	\$1,236.15	\$18,542.25	\$1,000.00	\$15,000.00	\$400.00	\$6,000.00	\$778.00	\$11,670.00
	25	2232.504	MILL BITUMINOUS SURFACE (2")	SQ YD	25,635	\$2.00	\$51,270.00	\$1.15	\$29,480.25	\$1.90	\$48,706.50	\$1.27	\$32,556.45	\$2.00	\$51,270.00	\$1.40	\$35,889.00	\$2.15	\$55,115.25
	26	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	6,709	\$5.00	\$33,545.00	\$3.50	\$23,481.50	\$0.01	\$67.09	\$3.06	\$20,529.54	\$1.00	\$6,709.00	\$3.90	\$26,165.10	\$4.85	\$32,538.65
	27	2360.509	WEARING COURSE SPWEB340B	TON	3,102	\$100.00	\$310,200.00	\$68.97	\$213,944.94	\$73.50	\$227,997.00	\$72.20	\$223,964.40	\$73.00	\$226,446.00	\$75.00	\$232,650.00	\$78.35	\$243,041.70
	28	2360.509	WEARING COURSE SPWEB340C	TON	11,300	\$105.00	\$1,186,500.00	\$76.24	\$861,512.00	\$75.90	\$857,670.00	\$81.32	\$918,916.00	\$80.50	\$909,650.00	\$83.00	\$937,900.00	\$85.50	\$966,150.00
	29	2360.509	NON-WEARING COURSE SPNWB330B	TON	4,300	\$95.00	\$408,500.00	\$65.02	\$279,586.00	\$67.70	\$291,110.00	\$70.18	\$301,774.00	\$66.00	\$283,800.00	\$71.00	\$305,300.00	\$72.05	\$309,815.00
	30	2231.509	BITUMINOUS PATCHING MIXTURE SPWEA340B	TON	285	\$120.00	\$34,200.00	\$191.50	\$54,577.50	\$138.00	\$39,330.00	\$135.93	\$38,740.05	\$175.00	\$49,875.00	\$146.00	\$41,610.00	\$150.00	\$42,750.00
	31	2231.609	BITUMINOUS PATCHING SPECIAL SPWEB340B	TON	75	\$125.00	\$9,375.00	\$163.00	\$12,225.00	\$185.00	\$13,875.00	\$252.60	\$18,945.00	\$120.00	\$9,000.00	\$132.00	\$9,900.00	\$250.00	\$18,750.00
	32	2531.518	3" BITUMINOUS WALK	SQ FT	9,315	\$4.50	\$41,917.50	\$2.29	\$21,331.35	\$2.00	\$18,630.00	\$2.71	\$25,243.65	\$2.75	\$25,616.25	\$1.90	\$17,698.50	\$2.91	\$27,106.65
	33	2503.503	15" RC PIPE SEWER DESIGN 3006 CL V (STORM)	LIN FT	228	\$100.00	\$22,800.00	\$96.00	\$21,888.00	\$73.60	\$16,780.80	\$62.34	\$14,213.52	\$75.00	\$17,100.00	\$78.00	\$17,784.00	\$80.00	\$18,240.00
	34	2503.503	18" RC PIPE SEWER DESIGN 3006 CL V (STORM)	LIN FT	13	\$120.00	\$1,560.00	\$121.00	\$1,573.00	\$117.00	\$1,521.00	\$64.49	\$838.37	\$135.00	\$1,755.00	\$117.00	\$1,521.00	\$127.00	\$1,651.00
	35	2501.502	15" RC APRON	EACH	2	\$2,500.00	\$5,000.00	\$1,989.00	\$3,978.00	\$2,050.00	\$4,100.00	\$1,612.37	\$3,224.74	\$2,100.00	\$4,200.00	\$1,770.00	\$3,540.00	\$2,222.00	\$4,444.00
	36	2503.602	CONNECT TO EXISTING STORM SEWER (PIPE)	EACH	3	\$1,500.00	\$4,500.00	\$2,500.00	\$7,500.00	\$2,430.00	\$7,290.00	\$698.69	\$2,096.07	\$850.00	\$2,550.00	\$1,800.00	\$5,400.00	\$2,640.00	\$7,920.00
	37	2503.602	CONNECT TO EXISTING STORM SEWER (STRUCTURE)	EACH	3														

						Engineer Estimate		1 Northwest		2 Park Construction Company		3 North Valley, Inc.		4 Bituminous Roadways Inc.		5 S.M. Hentges & Sons, Inc.		6 GMH Asphalt Corporation	
Section Title	Line Item	Item Code	Item Description	UoofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	64	2506.603	REBUILD STORM STRUCTURE	LIN FT	12	\$250.00	\$3,000.00	\$1,570.00	\$18,840.00	\$767.00	\$9,204.00	\$1,182.40	\$14,188.80	\$700.00	\$8,400.00	\$560.00	\$6,720.00	\$833.00	\$9,996.00
	65	2506.602	ADJUST CASTING WITH I & I BARRIER (SANITARY)	EACH	187	\$900.00	\$168,300.00	\$815.90	\$152,573.30	\$1,090.00	\$203,830.00	\$1,033.42	\$193,249.54	\$1,000.00	\$187,000.00	\$1,000.00	\$187,000.00	\$1,418.00	\$265,166.00
	66	2506.602	CASTING ASSEMBLY R-1642 (SANITARY)	EACH	6	\$1,500.00	\$9,000.00	\$1,540.00	\$9,240.00	\$1,490.00	\$8,940.00	\$1,614.14	\$9,684.84	\$1,600.00	\$9,600.00	\$1,150.00	\$6,900.00	\$1,447.00	\$8,682.00
	67	2511.507	RANDOM RIPRAP CL III	CU YD	10	\$150.00	\$1,500.00	\$130.00	\$1,300.00	\$293.00	\$2,930.00	\$128.99	\$1,289.90	\$200.00	\$2,000.00	\$170.00	\$1,700.00	\$319.00	\$3,190.00
	68	2521.518	6" CONCRETE WALK	SQ FT	3,225	\$15.00	\$48,375.00	\$14.55	\$46,923.75	\$8.30	\$26,767.50	\$16.12	\$51,987.00	\$14.50	\$46,762.50	\$15.00	\$48,375.00	\$8.55	\$27,573.75
	69	2521.518	4" CONCRETE WALK	SQ FT	3,262	\$12.00	\$39,144.00	\$8.05	\$26,259.10	\$7.25	\$23,649.50	\$12.90	\$42,079.80	\$7.75	\$25,280.50	\$9.00	\$29,358.00	\$7.45	\$24,301.90
	70	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	7,640	\$22.00	\$168,080.00	\$20.00	\$152,800.00	\$24.90	\$190,236.00	\$27.95	\$213,538.00	\$22.00	\$168,080.00	\$27.00	\$206,280.00	\$25.60	\$195,584.00
	71	2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	3,310	\$30.00	\$99,300.00	\$27.85	\$92,183.50	\$27.00	\$89,370.00	\$30.10	\$99,631.00	\$30.00	\$99,300.00	\$31.00	\$102,610.00	\$27.70	\$91,687.00
	72	2531.503	CONCRETE CURB & GUTTER DESIGN D412 / SURMOUNTABLE	LIN FT	8,607	\$25.00	\$215,175.00	\$28.50	\$245,299.50	\$22.80	\$196,239.60	\$27.95	\$240,565.65	\$31.00	\$266,817.00	\$48.00	\$413,136.00	\$23.45	\$201,834.15
	73	2531.603	CONCRETE CURB & GUTTER DESIGN SPECIAL 1 (PARKWAY CURB)	LIN FT	635	\$35.00	\$22,225.00	\$32.00	\$20,320.00	\$29.10	\$18,478.50	\$40.85	\$25,939.75	\$35.00	\$22,225.00	\$53.00	\$33,655.00	\$29.85	\$18,954.75
	74	2531.504	6" CONCRETE DRIVEWAY	SQ YD	96	\$85.00	\$8,160.00	\$104.45	\$10,027.20	\$83.10	\$7,977.60	\$77.39	\$7,429.44	\$105.00	\$10,080.00	\$125.00	\$12,000.00	\$85.30	\$8,188.80
	75	2531.604	6" CONCRETE DRIVEWAY SPECIAL (COLORED/STAMPED)	SQ YD	40	\$175.00	\$7,000.00	\$159.45	\$6,378.00	\$166.00	\$6,640.00	\$177.36	\$7,094.40	\$160.00	\$6,400.00	\$181.00	\$7,240.00	\$171.00	\$6,840.00
	76	2531.504	8" CONCRETE DRIVEWAY	SQ YD	90	\$100.00	\$9,000.00	\$124.05	\$11,164.50	\$93.40	\$8,406.00	\$87.07	\$7,836.30	\$125.00	\$11,250.00	\$170.00	\$15,300.00	\$95.95	\$8,635.50
	77	2531.602	CONCRETE MEDIAN NOSE	EACH	10	\$1,500.00	\$15,000.00	\$600.00	\$6,000.00	\$363.00	\$3,630.00	\$537.46	\$5,374.60	\$610.00	\$6,100.00	\$1,670.00	\$16,700.00	\$373.00	\$3,730.00
	78	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	300	\$120.00	\$36,000.00	\$94.00	\$28,200.00	\$93.40	\$28,020.00	\$96.74	\$29,022.00	\$96.00	\$28,800.00	\$183.00	\$54,900.00	\$95.95	\$28,785.00
	79	2531.618	TRUNCATED DOMES	SQ FT	528	\$75.00	\$39,600.00	\$50.00	\$26,400.00	\$104.00	\$54,912.00	\$75.24	\$39,726.72	\$51.00	\$26,928.00	\$66.00	\$34,848.00	\$107.00	\$56,496.00
	80	2540.602	REINSTALL MAIL BOX AND SUPPORT	EACH	5	\$300.00	\$1,500.00	\$150.00	\$750.00	\$153.00	\$765.00	\$161.24	\$806.20	\$50.00	\$250.00	\$165.00	\$825.00	\$159.00	\$795.00
	81	2540.602	TEMPORARY MAILBOX	EACH	5	\$250.00	\$1,250.00	\$75.00	\$375.00	\$76.70	\$383.50	\$80.62	\$403.10	\$50.00	\$250.00	\$83.00	\$415.00	\$79.35	\$396.75
	82	2563.601	TRAFFIC CONTROL	LUMP SUM	1.00	\$75,000.00	\$75,000.00	\$24,900.00	\$24,900.00	\$25,500.00	\$25,500.00	\$26,765.31	\$26,765.31	\$47,000.00	\$47,000.00	\$27,500.00	\$27,500.00	\$26,339.00	\$26,339.00
	83	2563.613	PORTABLE CHANGEABLE MESSAGE SIGN	UNIT DAY	130	\$250.00	\$32,500.00	\$75.00	\$9,750.00	\$76.70	\$9,971.00	\$80.62	\$10,480.60	\$75.00	\$9,750.00	\$83.00	\$10,790.00	\$79.35	\$10,315.50
	84	2564.502	INSTALL SIGN	EACH	2	\$200.00	\$400.00	\$250.00	\$500.00	\$256.00	\$512.00	\$268.73	\$537.46	\$200.00	\$400.00	\$275.00	\$550.00	\$264.00	\$528.00
	85	2564.518	SIGN PANELS TYPE C	SQ FT	159	\$75.00	\$11,887.50	\$32.00	\$5,072.00	\$32.70	\$5,182.95	\$34.40	\$5,452.40	\$25.00	\$3,962.50	\$35.00	\$5,547.50	\$33.85	\$5,365.23
	86	2564.502	SIGN POST (2" X 2" GALVANIZED STEEL)	EACH	43	\$200.00	\$8,600.00	\$265.00	\$11,395.00	\$271.00	\$11,653.00	\$284.85	\$12,248.55	\$200.00	\$8,600.00	\$290.00	\$12,470.00	\$280.00	\$12,040.00
	87	2564.618	CONSTRUCTION SIGN SPECIAL	SQ FT	300	\$30.00	\$9,000.00	\$21.00	\$6,300.00	\$21.50	\$6,450.00	\$22.57	\$6,771.00	\$15.00	\$6,900.00	\$23.00	\$6,900.00	\$22.20	\$6,660.00
	88	2565.601	EMERGENCY VEHICLE PREEMPTION SYSTEM A (GLEASON LK DR)	LUMP SUM	1.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$5,160.00	\$5,160.00	\$5,374.56	\$5,374.56	\$5,150.00	\$5,150.00	\$5,500.00	\$5,500.00	\$8,374.00	\$8,374.00
	89	2566.601	EMERGENCY VEHICLE PREEMPTION SYSTEM B (CHESHIRE LN)	LUMP SUM	1.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$5,160.00	\$5,160.00	\$5,374.56	\$5,374.56	\$5,150.00	\$5,150.00	\$5,500.00	\$5,500.00	\$8,374.00	\$8,374.00
	90	2565.516	TRAFFIC CONTROL SIGNAL SYSTEM A (GLEASON LK DR)	SYSTEM	1.00	\$350,000.00	\$350,000.00	\$402,000.00	\$402,000.00	\$421,000.00	\$421,000.00	\$432,114.70	\$432,114.70	\$411,500.00	\$411,500.00	\$443,000.00	\$443,000.00	\$541,901.00	\$541,901.00
	91	2565.516	TRAFFIC CONTROL SIGNAL SYSTEM B (CHESHIRE LN)	SYSTEM	1.00	\$350,000.00	\$350,000.00	\$420,300.00	\$420,300.00	\$439,900.00	\$439,900.00	\$451,463.12	\$451,463.12	\$430,000.00	\$430,000.00	\$462,000.00	\$462,000.00	\$563,886.00	\$563,886.00
	92	2565.616	REVISE SIGNAL SYSTEM C (WB 494)	SYSTEM	1.00	\$32,000.00	\$32,000.00	\$40,000.00	\$40,000.00	\$41,300.00	\$41,300.00	\$42,996.49	\$42,996.49	\$41,000.00	\$41,000.00	\$44,000.00	\$44,000.00	\$45,258.00	\$45,258.00
	93	2565.616	REVISE SIGNAL SYSTEM D (EB 494)	SYSTEM	1.00	\$32,000.00	\$32,000.00	\$42,000.00	\$42,000.00	\$43,400.00	\$43,400.00	\$45,146.32	\$45,146.32	\$43,000.00	\$43,000.00	\$46,000.00	\$46,000.00	\$45,912.00	\$45,912.00
	94	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1.00	\$5,000.00	\$5,000.00	\$8,800.00	\$8,800.00	\$0.01	\$0.01	\$4,837.11	\$4,837.11	\$500.00	\$500.00	\$10,800.00	\$10,800.00	\$16,303.00	\$16,303.00
	95	2573.502	STORM DRAIN INLET PROTECTION	EACH	206	\$250.00	\$51,500.00	\$100.00	\$20,600.00	\$201.00	\$41,406.00	\$155.86	\$32,107.16	\$100.00	\$20,600.00	\$183.00	\$37,698.00	\$167.00	\$34,402.00
	96	2573.503	SILT FENCE, TYPE MS	LIN FT	1,260	\$5.00	\$6,300.00	\$3.50	\$4,410.00	\$2.00	\$2,520.00	\$2.96	\$3,729.60	\$2.50	\$3,150.00	\$2.00	\$2,520.00	\$1.90	\$2,394.00
	97	2574.507	COMMON TOPSOIL BORROW (LV) (6")	CU YD	1,621	\$35.00	\$56,735.00	\$42.21	\$68,422.41	\$0.01	\$16.21	\$46.69	\$75,684.49	\$55.00	\$89,155.00	\$64.00	\$103,744.00	\$60.00	\$97,260.00
	98	2575.504	SEED MIXTURE 25-131	POUND	610	\$15.00	\$9,150.00	\$5.00	\$3,050.00	\$5.10	\$3,111.00	\$11.88	\$7,246.80	\$5.00	\$3,050.00	\$5.50	\$3,355.00	\$3.15	\$1,921.50
	99	2575.504	SEED MIXTURE 33-261	POUND	50	\$30.00	\$1,500.00	\$25.00	\$1,250.00	\$25.60	\$1,280.00	\$38.91	\$1,945.50	\$25.00	\$1,250.00	\$27.00	\$1,350.00	\$24.35	\$1,217.50
	100	2575.504	FERTILIZER TYPE 3	POUND	640	\$5.00	\$3,200.00	\$1.00	\$640.00	\$1.00	\$640.00	\$4.57	\$2,924.80	\$1.00	\$640.00	\$1.00	\$640.00	\$0.85	\$544.00
	101	2575.604	HYDRAULIC MULCH MATRIX	SQ YD	9,725	\$3.00	\$29,175.00	\$2.50	\$24,312.50	\$1.00	\$9,725.00	\$8.55	\$83,148.75	\$0.75	\$7,293.75	\$1.00	\$9,725.00	\$1.69	\$16,435.25
	102	2582.503	4" SOLID LINE MULTI-COMPONENT	LIN FT	7,710	\$1.00	\$7,710.00	\$0.60	\$4,626.00	\$0.49	\$3,777.90	\$0.52	\$4,009.20	\$0.50	\$3,855.00	\$0.50	\$3,855.00	\$0.51	\$3,932.10
	103	2582.503	8" SOLID LINE MULTI-COMPONENT	LIN FT	300	\$1.50	\$450.00	\$2.00	\$600.00	\$0.98	\$294.00	\$1.03	\$309.00	\$1.00	\$300.00	\$1.00	\$300.00	\$1.02	\$306.00
	104	2582.503	4" BROKEN LINE MULTI-COMPONENT	LIN FT	1,430	\$1.50	\$2,145.00	\$0.60	\$858.00	\$0.49	\$700.70	\$0.52	\$743.60	\$0.50	\$715.00	\$0.50	\$715.00	\$0.51	\$729.30
	105	2582.503	8" DOTTED LINE MULTI-COMPONENT	LIN FT	200	\$1.25	\$250.00	\$2.00	\$400.00	\$0.98	\$196.00	\$1.03	\$206.00	\$1.00	\$200.00	\$1.00	\$200.00	\$1.02	\$204.00
	106	2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT	LIN FT	5,760	\$1.50	\$8,640.00	\$1.20	\$6,912.00	\$0.98	\$5,644.80	\$1.03	\$5,932.80	\$1.00	\$5,760.00	\$1.00	\$5,760.00	\$1.02	\$5,875.20
	107	2582.503	24" SOLID LINE PREFORM THERMOPLASTIC GROUND IN	LIN FT	350	\$60.00	\$21,000.00	\$18.00	\$6,300.00	\$18.40	\$6,440.00	\$19.35	\$6,772.50	\$18.50	\$6,475.00	\$19.00	\$6,650.00	\$19.05	\$6,667.50
	108	2582.518	PAVEMENT MESSAGE PREFORM THERMOPLASTIC GROUND IN	SQ FT	580	\$25.00	\$14,500.00	\$22.00	\$12,760.00	\$15.30	\$8,874.00	\$16.12	\$9,349.60	\$15.50	\$8,990.00	\$16.00	\$9,280.00	\$15.85	\$9,193.00
	109	2582.518	CROSSWALK PREFORM THERMOPLASTIC GROUND IN	SQ FT	2,016	\$12.00	\$24,192.00	\$12.50	\$25,200.00	\$12.80	\$25,804.80	\$13.44	\$27,095.04	\$13.00	\$26,208.00	\$14.00	\$28,224.00	\$13.20	\$26,611.20
Base Bid Total:						\$5,797,546.50		\$4,891,506.90		\$5,208,520.31		\$5,257,263.43		\$5,397,365.50		\$5,679,579.00		\$6,211,373.13	



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

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

April 7, 2025

Mr. Tony Miller, P.E., Engineering Project Manager
City of Plymouth
3400 Plymouth Blvd
Plymouth, MN 55447

RE: 2025 Street Rehabilitation
City of Plymouth, Minnesota
City Project No. ST259002
Project No.: 24X.136052

Dear Mr. Miller,

Bids on the above-referenced project were opened at 9:00 a.m. on March 20, 2025. There were six bidders for the project and a detailed bid abstract is enclosed. The low bidder on the project is Northwest with a bid of \$4,891,506.90. Northwest has previous experience on projects of this size and complexity in the City of Plymouth and the Twin Cities Metro area.

Based on Northwest's experience, acceptable bid prices, and the competitive bids the City received, we recommend the City of Plymouth award the project to Northwest following the Public Assessment Hearing on April 22, 2025.

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

Sincerely,

Bolton & Menk, Inc.

Nicholas J. Amatuuccio, P.E.
Municipal Project Manager | Principal



Assessment Roll

PARCEL NO.	PID	PROPERTY OWNER 1	PROPERTY OWNER 2	PROPERTY ADDRESS	PROPERTY CITY, STATE, ZIP	TAXPAYER ADDRESS	TAXPAYER CITY, STATE, ZIP	ASSESSMENT
1	09-118-22-21-0011	CITY OF PLYMOUTH		40 ADDRESS UNASSIGNED	PLYMOUTH MN 00000	3400 PLYMOUTH BLVD	PLYMOUTH MN 55447	\$ 13,469.60
2	09-118-22-22-0009	KELSEY LIEN	STUART STEVEN LIEN	15720 52ND AVE N	PLYMOUTH MN 55446	15720 52ND AVE N	PLYMOUTH MN 55446	\$ 1,346.96
3	09-118-22-22-0011	CITY OF PLYMOUTH		40 ADDRESS UNASSIGNED	PLYMOUTH MN 00000	3400 PLYMOUTH BLVD	PLYMOUTH MN 55447	\$ 13,469.60
4	09-118-22-22-0012	MICHAEL C GOERGEN	LORI A GOERGEN	15710 52ND AVE N	PLYMOUTH MN 55446	15710 52ND AVE N	PLYMOUTH MN 55446	\$ 1,346.96
5	09-118-22-22-0013	PERRY FEAVEL		5240 TERRACEVIEW LA N	PLYMOUTH MN 55446	5240 TERRACEVIEW LN N	PLYMOUTH MN 55446	\$ 1,346.96
6	09-118-22-22-0014	PETER SCHNOBRICH	ELIZABETH SCHNOBRICH	5230 TERRACEVIEW LA N	PLYMOUTH MN 55446	5230 TERRACEVIEW LA N	PLYMOUTH MN 55446	\$ 1,346.96
7	09-118-22-22-0015	LARRY ANTON MULDER		5220 TERRACEVIEW LA N	PLYMOUTH MN 55446	5220 TERRACEVIEW LA N	PLYMOUTH MN 55446	\$ 1,346.96
8	09-118-22-22-0016	BAGIS WAZWAZ & MAALI ASSI		5210 TERRACEVIEW LA N	PLYMOUTH MN 55446	812 EAST TOMAR PLACE	SIOUX FALLS SD 57105	\$ 1,346.96
9	09-118-22-22-0017	DANIEL A EFRON	JENELL MATTHEWS	5200 TERRACEVIEW LA N	PLYMOUTH MN 55446	5200 TERRACEVIEW LA N	PLYMOUTH MN 55446	\$ 1,346.96
10	09-118-22-22-0018	GRADY DAVIS JR	AYANNA K DAVIS	5140 TERRACEVIEW LA N	PLYMOUTH MN 55446	5140 TERRACEVIEW LA N	PLYMOUTH MN 55446	\$ 1,346.96
11	09-118-22-22-0019	MICHAEL D SEGAL	MARLA ABELLS-SEGAL	5215 TERRACEVIEW LA N	PLYMOUTH MN 55446	5215 TERRACEVIEW LA N	PLYMOUTH MN 55446	\$ 1,346.96
12	09-118-22-22-0020	ANGEL MENDOZA JR	ANETA M MENDOZA	5145 TERRACEVIEW LA N	PLYMOUTH MN 55446	5145 TERRACEVIEW LN N	PLYMOUTH MN 55446	\$ 1,346.96
13	09-118-22-22-0021	JEFFREY A GRAY	REBECCA L GRAY	15700 51ST PL N	PLYMOUTH MN 55446	15700 51ST PL N	PLYMOUTH MN 55446	\$ 1,346.96
14	09-118-22-22-0022	ANTHONY STEVEN MEYER	RAEANN CHRISTINE MEYER	15720 51ST PL N	PLYMOUTH MN 55446	15720 51ST PL N	PLYMOUTH MN 55446	\$ 1,346.96
15	09-118-22-22-0023	JEFFREY NORTON	ELLIETTE ECKMAN	5150 UPLAND LA N	PLYMOUTH MN 55446	5150 UPLAND LA N	PLYMOUTH MN 55446	\$ 1,346.96
16	09-118-22-22-0024	RANDY A LANTINEN	CHRISTINE A LANTINEN	5200 UPLAND LA N	PLYMOUTH MN 55446	5200 UPLAND LANE NORTH	PLYMOUTH MN 55446	\$ 1,346.96
17	09-118-22-22-0025	ARIF SOMANI & SUKAINA SOMANI		5210 UPLAND LA N	PLYMOUTH MN 55446	5210 UPLAND LA N	PLYMOUTH MN 55446	\$ 1,346.96
18	09-118-22-22-0026	JUSTIN ELLIS & NOELLE ELLIS		15730 52ND AVE N	PLYMOUTH MN 55446	15730 52ND AVE N	PLYMOUTH MN 55446	\$ 1,346.96
19	09-118-22-22-0027	THOMAS RIPPBERGER	BARBARA RIPPBERER	15740 52ND AVE N	PLYMOUTH MN 55446	15740 52ND AVE N	PLYMOUTH MN 55446	\$ 1,346.96
20	09-118-22-22-0028	DAVID M KLEYMAN	JODY L KLEYMAN	15750 52ND AVE N	PLYMOUTH MN 55446	15750 52ND AVE N	PLYMOUTH MN 55446	\$ 1,346.96
21	09-118-22-22-0029	PAUL SALMELA	ERIKA L SALMELA	15760 52ND AVE N	PLYMOUTH MN 55446	15760 52ND AVE N	PLYMOUTH MN 55446	\$ 1,346.96
22	09-118-22-22-0030	KARNA MARIE KARLSRUD		15770 52ND AVE N	PLYMOUTH MN 55446	15770 52ND AVE N	PLYMOUTH MN 55446	\$ 1,346.96
23	09-118-22-22-0031	SEAN BERNARD MAHONEY		15780 52ND AVE N	PLYMOUTH MN 55446	15780 52ND AVE N	PLYMOUTH MN 55446	\$ 1,346.96
24	09-118-22-22-0032	RAMBHUPAL REDDY DUPATI	JAYANTHI SIDDIREDDY	5195 UPLAND CT N	PLYMOUTH MN 55446	5195 UPLAND COURT NORTH	PLYMOUTH MN 55446	\$ 1,346.96
25	09-118-22-22-0033	LING LI & JIANMING WU		5185 UPLAND CT N	PLYMOUTH MN 55446	5185 UPLAND CT N	PLYMOUTH MN 55446	\$ 1,346.96
26	09-118-22-22-0034	THOMAS M GEHLE	ANGELA GEHLE	5175 UPLAND CT N	PLYMOUTH MN 55446	5175 UPLAND CT N	PLYMOUTH MN 55446	\$ 1,346.96
27	09-118-22-22-0035	ROGER X CHEN	LONGZHU YU	5165 UPLAND CT N	PLYMOUTH MN 55446	5165 UPLAND CT N	PLYMOUTH MN 55446	\$ 1,346.96
28	09-118-22-22-0036	MURTI V SALAPAKA		5155 UPLAND CT N	PLYMOUTH MN 55446	5155 UPLAND CT N	PLYMOUTH MN 55446	\$ 1,346.96
29	09-118-22-22-0037	JEFFREY BRUCE SANDS	RACHEL BLAKESLEY SANDS	5145 UPLAND CT N	PLYMOUTH MN 55446	5145 UPLAND CT N	PLYMOUTH MN 55446	\$ 1,346.96
30	09-118-22-22-0038	JOHN E SHAEFFER	BRENNA K SHAEFFER	5135 UPLAND LA N	PLYMOUTH MN 55446	5135 UPLAND LA N	PLYMOUTH MN 55446	\$ 1,346.96
31	09-118-22-23-0007	DMITRY PHILIPPOV	TATSIANA MARSHCHONAK	5125 UPLAND LA N	PLYMOUTH MN 55446	5125 UPLAND LN N	PLYMOUTH MN 55446	\$ 1,346.96
32	09-118-22-23-0008	YUXIN FENG & XIAO YAN		5115 UPLAND LA N	PLYMOUTH MN 55446	5115 UPLAND LA N	PLYMOUTH MN 55446	\$ 1,346.96
33	09-118-22-23-0009	LEE REGENSBURGER		15800 51ST AVE N	PLYMOUTH MN 55446	15800 51ST AVE N	PLYMOUTH MN 55446	\$ 1,346.96
34	09-118-22-23-0010	GREGORY A FRESH	AUDREY M SPLINTER-FRESH	15810 51ST AVE N	PLYMOUTH MN 55446	15810 51ST AVE N	PLYMOUTH MN 55446	\$ 1,346.96
35	09-118-22-23-0011	NELSON & MONICA F MULLER		5120 UPLAND LA N	PLYMOUTH MN 55446	5120 UPLAND LA N	PLYMOUTH MN 55446	\$ 1,346.96
36	09-118-22-23-0012	STEPHEN L SPEARS	DEBRA L SPEARS	15740 51ST AVE N	PLYMOUTH MN 55446	15740 51ST AVE N	PLYMOUTH MN 55446	\$ 1,346.96
37	09-118-22-23-0013	ALAN & CHRISTINE PLUTOWSKI		15730 51ST AVE N	PLYMOUTH MN 55446	15730 51ST AVE N	PLYMOUTH MN 55446	\$ 1,346.96
38	09-118-22-23-0014	ALEXANDRA C WEIST		15720 51ST AVE N	PLYMOUTH MN 55446	15720 51ST AVE N	PLYMOUTH MN 55446	\$ 1,346.96
39	09-118-22-23-0015	WILLIAM J & RHONDA B GARVIS		15710 51ST AVE N	PLYMOUTH MN 55446	15710 51ST AVE N	PLYMOUTH MN 55446	\$ 1,346.96
40	09-118-22-23-0016	HEIDI L ZIPKIN		15700 51ST AVE N	PLYMOUTH MN 55446	15700 51ST AVE N	PLYMOUTH MN 55446	\$ 1,346.96
41	09-118-22-23-0017	TODD J LARSON	TERESA A NEWMAN-LARSON	5100 TERRACEVIEW LA N	PLYMOUTH MN 55446	5100 TERRACEVIEW LA N	PLYMOUTH MN 55446	\$ 1,346.96
42	09-118-22-23-0018	TODD G SYLVESTER	LISA M SYLVESTER	15600 51ST AVE N	PLYMOUTH MN 55446	4245 BAYSIDE RD	ORONO MN 55359	\$ 1,346.96
43	09-118-22-23-0019	KRISTI & CHASE LIESER II		15520 51ST AVE N	PLYMOUTH MN 55446	15520 51ST AVE N	PLYMOUTH MN 55446	\$ 1,346.96
44	09-118-22-23-0020	ROY & LAURA WETTERSTROM		15510 51ST AVE N	PLYMOUTH MN 55446	15510 51ST AVE N	PLYMOUTH MN 55446	\$ 1,346.96



Assessment Roll

PARCEL NO.	PID	PROPERTY OWNER 1	PROPERTY OWNER 2	PROPERTY ADDRESS	PROPERTY CITY, STATE, ZIP	TAXPAYER ADDRESS	TAXPAYER CITY, STATE, ZIP	ASSESSMENT	
45	09-118-22-23-0021	KAREN JEAN FARRELL JACKSON	REVOCABLE LIVING TRUST	15500 51ST AVE N	PLYMOUTH MN 55446	15500 51ST AVE N	PLYMOUTH MN 55446	\$	1,346.96
46	09-118-22-23-0022	ALEXANDER & MAKAYLA MOZEY		15505 51ST AVE N	PLYMOUTH MN 55446	15505 51ST AVE N	PLYMOUTH MN 55446	\$	1,346.96
47	09-118-22-23-0023	SCOTT BRUGGEMAN		15515 51ST AVE N	PLYMOUTH MN 55446	15515 51ST AVE N	PLYMOUTH MN 55446	\$	1,346.96
48	09-118-22-23-0024	CHASE MCGRANE & ANNIE PAUL		15525 51ST AVE N	PLYMOUTH MN 55446	15525 51ST AVE N	PLYMOUTH MN 55446	\$	1,346.96
49	09-118-22-23-0025	HANNAH R KUHN/MATTHEW R KUHN		5030 SHENANDOAH LA N	PLYMOUTH MN 55446	5030 SHENANDOAH LA N	PLYMOUTH MN 55446	\$	1,346.96
50	09-118-22-23-0026	DANIEL & JAMI MILOW	SOUMYA NAYAK SHETTY	5020 SHENANDOAH LA N	PLYMOUTH MN 55446	5020 SHENANDOAH LN N	PLYMOUTH MN 55446	\$	1,346.96
51	09-118-22-23-0027	LANCE E & LISA A PITLICK		5010 SHENANDOAH LA N	PLYMOUTH MN 55446	5010 SHENANDOAH LA N	PLYMOUTH MN 55446	\$	1,346.96
52	09-118-22-23-0028	LORIE M JACOB		15615 51ST AVE N	PLYMOUTH MN 55446	15615 51ST AVE N	PLYMOUTH MN 55446	\$	1,346.96
53	09-118-22-23-0029	SCOTT A & RANDI L WINER		15605 51ST AVE N	PLYMOUTH MN 55446	15605 51ST AVE N	PLYMOUTH MN 55446	\$	1,346.96
54	09-118-22-23-0030	AMITH K SHETTY		5035 SHENANDOAH LA N	PLYMOUTH MN 55446	5035 SHENANDOAH LA N	PLYMOUTH MN 55446	\$	1,346.96
55	09-118-22-23-0031	SANDHYA R VULUPALA		15735 51ST AVE N	PLYMOUTH MN 55446	15735 51ST AVE N	PLYMOUTH MN 55446	\$	1,346.96
56	09-118-22-23-0032	SAPTARSHI SEN & APARNA SEN		15725 51ST AVE N	PLYMOUTH MN 55446	15725 51ST AVE N	PLYMOUTH MN 55446	\$	1,346.96
57	09-118-22-23-0033	JENNIFER WEISSMAN		15715 51ST AVE N	PLYMOUTH MN 55446	15715 51ST AVE N	PLYMOUTH MN 55446	\$	1,346.96
58	09-118-22-23-0034	KARL M & CARMEN R PEHLER		15705 51ST AVE N	PLYMOUTH MN 55446	15705 51ST AVE N	PLYMOUTH MN 55446	\$	1,346.96
59	09-118-22-23-0035	RORY A LEWIS & SONJA B LEWIS		5065 TERRACEVIEW LA N	PLYMOUTH MN 55446	5065 TERRACEVIEW LA N	PLYMOUTH MN 55446	\$	1,346.96
60	09-118-22-23-0036	CAROLYN M HODGSON	SUSAN A JAKSA	5055 TERRACEVIEW LA N	PLYMOUTH MN 55446	5055 TERRACEVIEW LA N	PLYMOUTH MN 55446	\$	1,346.96
61	09-118-22-23-0037	ZAHRA TAFARRODI		15805 51ST AVE N	PLYMOUTH MN 55446	15805 51ST AVE N	PLYMOUTH MN 55446	\$	1,346.96
62	09-118-22-23-0038	ROBERT J JAKSA		15838 50TH AVE N	PLYMOUTH MN 55446	15838 50TH AVE N	PLYMOUTH MN 55446	\$	673.48
63	09-118-22-23-0039	NICKOLAS WILLIAMS		15834 50TH AVE N	PLYMOUTH MN 55446	15834 50TH AVE N	PLYMOUTH MN 55446	\$	673.48
64	09-118-22-23-0040	SUSAN C RHODE		15828 50TH AVE N	PLYMOUTH MN 55446	15828 50TH AVE N	PLYMOUTH MN 55446	\$	673.48
65	09-118-22-23-0041	SUSAN LACH	KELI C GASQUES GHIRARDELLO	15824 50TH AVE N	PLYMOUTH MN 55446	15824 50TH AVE N	PLYMOUTH MN 55446	\$	673.48
66	09-118-22-23-0042	CLAY HOES & CHARLOTTE HOES		15708 50TH AVE N	PLYMOUTH MN 55446	15708 50TH AVE N	PLYMOUTH MN 55446	\$	673.48
67	09-118-22-23-0043	FABRIZIO GHIRARDELLO SILVA		5005 TERRACEVIEW LA N	PLYMOUTH MN 55446	5005 TERRACEVIEW LA N	PLYMOUTH MN 55446	\$	673.48
68	09-118-22-23-0044	MEIK & VERA SPANOWSKY		5015 TERRACEVIEW LA N	PLYMOUTH MN 55446	5015 TERRACEVIEW LA N	PLYMOUTH MN 55446	\$	1,346.96
69	09-118-22-23-0045	ALEXANDER NEISEN		5025 TERRACEVIEW LA N	PLYMOUTH MN 55446	5025 TERRACEVIEW LA N	PLYMOUTH MN 55446	\$	1,346.96
70	09-118-22-23-0046	ANDREW BUDISH & JILL BUDISH	AUGUSTA NEISEN	5035 TERRACEVIEW LA N	PLYMOUTH MN 55446	5035 TERRACEVIEW LA N	PLYMOUTH MN 55446	\$	1,346.96
71	09-118-22-23-0047	JAGNOOR SINGH & TWILA SINGH		5045 TERRACEVIEW LA N	PLYMOUTH MN 55446	5045 TERRACEVIEW LA N	PLYMOUTH MN 55446	\$	1,346.96
72	09-118-22-23-0048	DAVID A WILLIS		15844 50TH AVE N	PLYMOUTH MN 55446	15844 50TH AVE N	PLYMOUTH MN 55446	\$	673.48
73	09-118-22-23-0049	JENNIFER JO COLVIN		15848 50TH AVE N	PLYMOUTH MN 55446	15848 50TH AVE N	PLYMOUTH MN 55446	\$	673.48
74	09-118-22-23-0050	MARK A BILLMAN		15857 50TH AVE N	PLYMOUTH MN 55446	15857 50TH AVE N	PLYMOUTH MN 55446	\$	673.48
75	09-118-22-23-0051	MARK H BOOK & SHELLY M BOOK	LISA J MCSPARRON BILLMAN	15853 50TH AVE N	PLYMOUTH MN 55446	4400 HOLLY LA N	PLYMOUTH MN 55446	\$	673.48
76	09-118-22-23-0052	MAREN L DAHL/HOWARD C DAHL		15847 50TH AVE N	PLYMOUTH MN 55446	15847 50TH AVE N	PLYMOUTH MN 55446	\$	673.48
77	09-118-22-23-0053	BHARGAV DOWLURU		15843 50TH AVE N	PLYMOUTH MN 55446	15843 50TH AVE N	PLYMOUTH MN 55446	\$	673.48
78	09-118-22-23-0054	TING NI CHEN		15837 50TH AVE N	PLYMOUTH MN 55446	7450 KIMBERLY COURT	MAPLE GROVE MN 55311	\$	673.48
79	09-118-22-23-0055	FREDERICK IKUGBAGBE		15833 50TH AVE N	PLYMOUTH MN 55446	2519 KELLWOOD LAKES DR	KATY TX 77450	\$	673.48
80	09-118-22-23-0056	TAMMY M ROBBINS	STEVEN J LARSON	15823 50TH AVE N	PLYMOUTH MN 55446	15823 50TH AVE N	PLYMOUTH MN 55446	\$	673.48
81	09-118-22-23-0057	ANN SANCHIS	JORDI SANCHIS SANCHEZ	15817 50TH AVE N	PLYMOUTH MN 55446	15817 50TH AVE N	PLYMOUTH MN 55446	\$	673.48
82	09-118-22-23-0058	DAVID GRIGORYAN	MARIAM KOCHARIAN	15813 50TH AVE N	PLYMOUTH MN 55446	15813 50TH AVE N	PLYMOUTH MN 55446	\$	673.48
83	09-118-22-23-0059	SAMIRKUMAR KACHHADIA	DIVYA KACHHADIA	15807 50TH AVE N	PLYMOUTH MN 55446	15807 50TH AVE N	PLYMOUTH MN 55446	\$	673.48
84	09-118-22-23-0060	MANISH K SINGH & MANJU SINGH	GHAZANFAR HALFAL	15803 50TH AVE N	PLYMOUTH MN 55446	15803 50TH AVE N	PLYMOUTH MN 55446	\$	673.48
85	09-118-22-23-0061	CECELIA LAUERMANN		15737 50TH AVE N	PLYMOUTH MN 55446	15737 50TH AVE N	PLYMOUTH MN 55446	\$	673.48
86	09-118-22-23-0062	HASEENA HALFAL		15733 50TH AVE N	PLYMOUTH MN 55446	15733 50TH AVE N	PLYMOUTH MN 55446	\$	673.48
87	09-118-22-23-0063	JON L CHERNEY		15727 50TH AVE N	PLYMOUTH MN 55446	15727 50TH AVE N	PLYMOUTH MN 55446	\$	673.48
88	09-118-22-23-0064	CONNIE SCHOO		15723 50TH AVE N	PLYMOUTH MN 55446	15723 50TH AVE N	PLYMOUTH MN 55446	\$	673.48



Assessment Roll

PARCEL NO.	PID	PROPERTY OWNER 1	PROPERTY OWNER 2	PROPERTY ADDRESS	PROPERTY CITY, STATE, ZIP	TAXPAYER ADDRESS	TAXPAYER CITY, STATE, ZIP	ASSESSMENT
89	09-118-22-23-0065	CRAIG FRIEDHOFF		15717 50TH AVE N	PLYMOUTH MN 55446	15717 50TH AVE N	PLYMOUTH MN 55446	\$ 673.48
90	09-118-22-23-0066	MUZAFFAR ALI RAZVI MIR	RANA RAZVI	15713 50TH AVE N	PLYMOUTH MN 55446	15713 50TH AVE N	PLYMOUTH MN 55446	\$ 673.48
91	09-118-22-23-0067	GREG A JOHNSON		15707 50TH AVE N	PLYMOUTH MN 55446	15707 50TH AVE N	PLYMOUTH MN 55446	\$ 673.48
92	09-118-22-23-0068	ROBERT CLARKE/DIANE KESSLER		15703 50TH AVE N	PLYMOUTH MN 55446	15703 50TH AVE N	PLYMOUTH MN 55446	\$ 673.48
93	09-118-22-23-0075	CITY OF PLYMOUTH		40 ADDRESS UNASSIGNED	PLYMOUTH MN 00000	3400 PLYMOUTH BLVD	PLYMOUTH MN 55447	\$ 10,775.68
94	09-118-22-23-0076	MICHAEL C BERGERON	LORI A BERGERON	5120 TERRACEVIEW LA N	PLYMOUTH MN 55446	5120 TERRACEVIEW LA N	PLYMOUTH MN 55446	\$ 1,346.96
95	09-118-22-23-0077	ELIJAH RONNING		5110 TERRACEVIEW LA N	PLYMOUTH MN 55446	5110 TERRACEVIEW LA N	PLYMOUTH MN 55446	\$ 1,346.96
96	09-118-22-23-0078	CRAIG A STILLMAN		15705 51ST PL N	PLYMOUTH MN 55446	15705 51ST PL N	PLYMOUTH MN 55446	\$ 1,346.96
97	09-118-22-23-0079	DONALD F STEENSON	CAROLE M STEENSON	15715 51ST PL N	PLYMOUTH MN 55446	15715 51ST PL N	PLYMOUTH MN 55446	\$ 1,346.96
98	09-118-22-23-0080	NOAH & AIMEE FELDMAN		15725 51ST PL N	PLYMOUTH MN 55446	15725 51ST PL N	PLYMOUTH MN 55446	\$ 1,346.96
99	09-118-22-23-0081	ABDDELWAHAAB S AKEF	AZZA E SHAALAN	15735 51ST PL N	PLYMOUTH MN 55446	15735 51ST PLACE NO	PLYMOUTH MN 55446	\$ 1,346.96
100	09-118-22-23-0082	CHRISTY MENNEN & JOHN MENNEN		5130 UPLAND LA N	PLYMOUTH MN 55446	5130 UPLAND LA N	PLYMOUTH MN 55446	\$ 1,346.96
101	09-118-22-23-0083	CAROLE A LANDIS		15710 50TH PL N	PLYMOUTH MN 55446	15710 50TH PL N	PLYMOUTH MN 55446	\$ 673.48
102	09-118-22-23-0084	ZHONG JI LEE		15714 50TH PL N	PLYMOUTH MN 55446	15714 50TH PL N	PLYMOUTH MN 55446	\$ 673.48
103	09-118-22-23-0085	LISA S DUNKLEY		15720 50TH PL N	PLYMOUTH MN 55446	15720 50TH PL N	PLYMOUTH MN 55446	\$ 673.48
104	09-118-22-23-0086	VINEET SHRIVASTAVA		15724 50TH PL N	PLYMOUTH MN 55446	15724 50TH PL N	PLYMOUTH MN 55446	\$ 673.48
105	09-118-22-23-0089	SENTHILKUMAR SOMASUNDARAM	SOWMINI GANAPATHY	15810 50TH PL N	PLYMOUTH MN 55446	15810 50TH PL N	PLYMOUTH MN 55446	\$ 673.48
106	09-118-22-23-0090	MEGAN LISE FAIRCHILD		15814 50TH PL N	PLYMOUTH MN 55446	15814 50TH PL N	PLYMOUTH MN 55446	\$ 673.48
107	09-118-22-23-0091	ANTHONY LOANG LEEN	ERIKA LEEN	15820 50TH PL N	PLYMOUTH MN 55446	15820 50TH PLACE N	PLYMOUTH MN 55446	\$ 673.48
108	09-118-22-23-0092	MURALI & SALIA S CHEEKATI		15824 50TH PL N	PLYMOUTH MN 55446	15824 50TH PL N	PLYMOUTH MN 55446	\$ 673.48
109	09-118-22-23-0093	VISHAL DEVARABHAVI	BHAVYA NAYAK MURKUNDI	15830 50TH PL N	PLYMOUTH MN 55446	15830 50TH PALCE NORTH	PLYMOUTH MN 55446	\$ 673.48
110	09-118-22-23-0094	ROBERT J MAGIL		15834 50TH PL N	PLYMOUTH MN 55446	15834 50TH PL N	PLYMOUTH MN 55446	\$ 673.48
111	09-118-22-23-0095	SUNNY MA & HONG XU		15829 50TH PL N	PLYMOUTH MN 55446	15829 50TH PL N	PLYMOUTH MN 55446	\$ 673.48
112	09-118-22-23-0096	RAMON J VICKMAN		15825 50TH PL N	PLYMOUTH MN 55446	15825 50TH PL N	PLYMOUTH MN 55446	\$ 673.48
113	09-118-22-23-0097	VIJEY KRIS SRIDHARAN	NANDHINI T DEVANATHAN	15819 50TH PL N	PLYMOUTH MN 55446	6125 QUINWOOD LA N #2217	PLYMOUTH MN 55442	\$ 673.48
114	09-118-22-23-0098	NARASIMMAN P RENGASAMY	BANUMATHI NARAYANAN	15815 50TH PL N	PLYMOUTH MN 55446	15815 50TH PL N	PLYMOUTH MN 55446	\$ 673.48
115	09-118-22-23-0099	GARY R & DEBRA K SOMERS		15809 50TH PL N	PLYMOUTH MN 55446	15809 50TH PL N	PLYMOUTH MN 55446	\$ 673.48
116	09-118-22-23-0100	DEBRA L MITCHELL		15805 50TH PL N	PLYMOUTH MN 55446	15805 50TH PL N	PLYMOUTH MN 55446	\$ 673.48
117	09-118-22-23-0101	ALFRED RICHIE	MARILYN RICHIE	15715 50TH PL N	PLYMOUTH MN 55446	460 HIGHCROFT RD	WAYZATA MN 55391	\$ 673.48
118	09-118-22-23-0102	HENRY M GLOVER	MELISSA A GLOVER	15719 50TH PL N	PLYMOUTH MN 55446	15719 50TH PL N	PLYMOUTH MN 55446	\$ 673.48
119	09-118-22-23-0103	JAMES W & JANICE B HINCK		15725 50TH PL N	PLYMOUTH MN 55446	15725 50TH PL N	PLYMOUTH MN 55446	\$ 673.48
120	09-118-22-23-0104	MACHELLE NORLING		15729 50TH PL N	PLYMOUTH MN 55446	16998 CO RD 81	PARK RAPIDS MN 56470	\$ 673.48
121	09-118-22-23-0107	FREDRICK IKUGBAGBE	OLAOLUWAPO IKUGBAGBE	15800 50TH PL N	PLYMOUTH MN 55446	15800 50TH PL N	PLYMOUTH MN 55446	\$ 673.48
122	09-118-22-23-0108	YELENA EPSHTEYN		15804 50TH PL N	PLYMOUTH MN 55446	15804 50TH PL N	PLYMOUTH MN 55446	\$ 673.48
123	09-118-22-24-0004	STEPHEN SLAYTON AMIS	LAURA MCKELVEY MOORHEAD AMIS	5015 QUANTICO LA N	PLYMOUTH MN 55446	5015 QUANTICO LA N	PLYMOUTH MN 55446	\$ 1,346.96
124	09-118-22-24-0005	WADE & DEBORAH WIITALA		5025 QUANTICO LA N	PLYMOUTH MN 55446	5025 QUANTICO LA N	PLYMOUTH MN 55446	\$ 1,346.96
125	09-118-22-24-0006	ROGER K A HOFFMANN	MARY E HOFFMANN	5035 QUANTICO LA N	PLYMOUTH MN 55446	2645 MEADOW CREEK CIR S	FARGO ND 58104	\$ 1,346.96
126	09-118-22-24-0007	SCOTT & ANN FAIRBAIRN		5045 QUANTICO LA N	PLYMOUTH MN 55446	5045 QUANTICO LA N	PLYMOUTH MN 55446	\$ 1,346.96
127	09-118-22-24-0008	STEVE LINDHOLM	JANET LINDHOLM	5055 QUANTICO LA N	PLYMOUTH MN 55446	5055 QUANTICO LA N	PLYMOUTH MN 55446	\$ 1,346.96
128	09-118-22-24-0009	CORY NELSON		5065 QUANTICO LA N	PLYMOUTH MN 55446	5065 QUANTICO LA N	PLYMOUTH MN 55446	\$ 1,346.96
129	09-118-22-24-0010	BRENNA ERDMANN	TIMOTHY J ERDMANN	5105 QUANTICO LA N	PLYMOUTH MN 55446	5105 QUANTICO LA N	PLYMOUTH MN 55446	\$ 1,346.96
130	09-118-22-24-0011	PRAVIN POPAT SAWANT	POOJA SURESH DESAI	5100 QUANTICO LA N	PLYMOUTH MN 55446	5100 QUANTICO LA N	PLYMOUTH MN 55446	\$ 1,346.96
131	09-118-22-24-0012	GARY ZUREK & JEANNE ZUREK		5050 QUANTICO LA N	PLYMOUTH MN 55446	5050 QUANTICO LA N	PLYMOUTH MN 55446	\$ 1,346.96
132	09-118-22-24-0034	DAVID B & LINDA M LEHMAN		5115 QUANTICO LA N	PLYMOUTH MN 55446	5115 QUANTICO LA N	PLYMOUTH MN 55446	\$ 1,346.96



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PARCEL NO.	PID	PROPERTY OWNER 1	PROPERTY OWNER 2	PROPERTY ADDRESS	PROPERTY CITY, STATE, ZIP	TAXPAYER ADDRESS	TAXPAYER CITY, STATE, ZIP	ASSESSMENT	
133	09-118-22-24-0035	LEON F & LESLIE MARIE LARSON		5135 QUANTICO LA N	PLYMOUTH MN 55446	5135 QUANTICO LA N	PLYMOUTH MN 55446	\$	1,346.96
134	09-118-22-24-0036	BRIAN MORGAN & ERIKA MORGAN		5145 QUANTICO LA N	PLYMOUTH MN 55446	5145 QUANTICO LA N	PLYMOUTH MN 55446	\$	1,346.96
135	09-118-22-24-0037	ERIC E & SHERI L VOLKMANN		5155 QUANTICO LA N	PLYMOUTH MN 55446	5155 QUANTICO LA N	PLYMOUTH MN 55446	\$	1,346.96
136	09-118-22-24-0038	QUINN CONLON		5165 QUANTICO LA N	PLYMOUTH MN 55446	5165 QUANTICO LA N	PLYMOUTH MN 55446	\$	1,346.96
137	09-118-22-24-0039	LORI A CATTON		5170 QUANTICO LA N	PLYMOUTH MN 55446	5170 QUANTICO LA N	PLYMOUTH MN 55446	\$	1,346.96
138	09-118-22-24-0040	JOHN A & BARBARA A YOUNG		5160 QUANTICO LA N	PLYMOUTH MN 55446	5160 QUANTICO LA N	PLYMOUTH MN 55446	\$	1,346.96
139	09-118-22-24-0041	RONALD A DINGA	MARY A DINGA	5150 QUANTICO LA N	PLYMOUTH MN 55446	5150 QUANTICO LA N	PLYMOUTH MN 55446	\$	1,346.96
140	09-118-22-24-0042	MICHAEL KRUMPUS	FRANZISKA SCHNEIDER-KRUMPUS	5140 QUANTICO LA N	PLYMOUTH MN 55446	5140 QUANTICO LA N	PLYMOUTH MN 55446	\$	1,346.96
141	09-118-22-24-0043	STEVEN J/JACQUELINE M SINJEM		5130 QUANTICO LA N	PLYMOUTH MN 55446	5130 QUANTICO LA N	PLYMOUTH MN 55446	\$	1,346.96
142	09-118-22-24-0044	ROBERT J & DEBORAH S BROOKER		5120 QUANTICO LA N	PLYMOUTH MN 55446	5120 QUANTICO LA N	PLYMOUTH MN 55446	\$	1,346.96
143	09-118-22-24-0045	TROY SEBERSON & YANI TAN		5110 QUANTICO LA N	PLYMOUTH MN 55446	5110 QUANTICO LA N	PLYMOUTH MN 55446	\$	1,346.96
144	09-118-22-24-0046	PROVIDENCE ACADEMY		15100 SCHMIDT LAKE RD	PLYMOUTH MN 55446	15100 SCHMIDT LAKE RD	PLYMOUTH MN 55446	\$	8,501.09
145	09-118-22-24-0047	PETER M & BETH M CAPOUCH		5005 QUANTICO LA N	PLYMOUTH MN 55446	5005 QUANTICO LA N	PLYMOUTH MN 55446	\$	1,346.96
146	14-118-22-13-0062	MISSION OAKS LIM PRTRNSHIP	C/O METES & BOUNDS MGMT	11841 OLD ROCKFORD RD	PLYMOUTH MN 55441	6640 LYNDAL AVE S STE 100	RICHFIELD MN 55423	\$	7,500.00
147	14-118-22-41-0003	DANIEL J & MAUREEN R FEELY		11440 39TH AVE N	PLYMOUTH MN 55441	11440 39TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
148	14-118-22-41-0004	MICHAEL D PETERSON		11430 39TH AVE N	PLYMOUTH MN 55441	11430 39TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
149	14-118-22-41-0005	DOUGLAS HARBER		11420 39TH AVE N	PLYMOUTH MN 55441	11420 39TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
150	14-118-22-41-0006	EARL TIMOTHY KORHONEN	JOAN GWENDOLYN KORHONEN	11410 39TH AVE N	PLYMOUTH MN 55441	11410 39TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
151	14-118-22-41-0007	ROGER P SCHLUESSEL	SUSAN M SCHLUESSEL	11400 39TH AVE N	PLYMOUTH MN 55441	11400 39TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
152	14-118-22-41-0008	JAMES E & LOUIVA D PUFFER		3800 DEERWOOD LA N	PLYMOUTH MN 55441	3800 DEERWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
153	14-118-22-41-0009	TRYGVE & MOLLY NYSTUEN		3810 DEERWOOD LA N	PLYMOUTH MN 55441	3810 DEERWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
154	14-118-22-41-0010	D R O'BRIEN & L P O'BRIEN		11505 39TH AVE N	PLYMOUTH MN 55441	11505 39TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
155	14-118-22-41-0011	ERIC J WEISS & JONI R WEISS		11425 39TH AVE N	PLYMOUTH MN 55441	11425 39TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
156	14-118-22-41-0012	DAVID SCHLAIFER		11415 39TH AVE N	PLYMOUTH MN 55441	11415 39TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
157	14-118-22-41-0013	JON LAMOREUX		11405 39TH AVE N	PLYMOUTH MN 55441	11405 39TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
158	14-118-22-41-0016	HPA US1 LLC		11340 39TH AVE N	PLYMOUTH MN 55441	120 S RIVERSIDE PL#2000	CHICAGO IL 60606	\$	1,346.96
159	14-118-22-41-0017	BRYAN CHRISTOPHER PLUCAR	GWENDOLYN RACHEL PLUCAR	11330 39TH AVE N	PLYMOUTH MN 55441	11330 39TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
160	14-118-22-41-0018	JAMES & CONSTANCE ECKERT		11320 39TH AVE N	PLYMOUTH MN 55441	11320 39TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
161	14-118-22-41-0019	KIMBERLY A BEYER		11310 39TH AVE N	PLYMOUTH MN 55441	11310 39TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
162	14-118-22-41-0020	JUSTIN KEELEY	STEFANIE KENNEDY	3905 BALSAM LA N	PLYMOUTH MN 55441	3905 BALSAM LA N	PLYMOUTH MN 55441	\$	1,346.96
163	14-118-22-41-0021	STEVEN M DJERF		3915 BALSAM LA N	PLYMOUTH MN 55441	3915 BALSAM LA N	PLYMOUTH MN 55441	\$	1,346.96
164	14-118-22-41-0022	JUDITH A & ROBERT J KAISER		3925 BALSAM LA N	PLYMOUTH MN 55441	3925 BALSAM LA N	PLYMOUTH MN 55441	\$	1,346.96
165	14-118-22-41-0023	DUANE & JANET BOSCH		3935 BALSAM LA N	PLYMOUTH MN 55441	3935 BALSAM LANE	PLYMOUTH MN 55441	\$	1,346.96
166	14-118-22-41-0024	AMY L TEARE		3950 BALSAM LA N	PLYMOUTH MN 55441	3950 BALSAM LA N	PLYMOUTH MN 55441	\$	1,346.96
167	14-118-22-41-0025	MARK D & TRACI R GAUER		3940 BALSAM LA N	PLYMOUTH MN 55441	3940 BALSAM LA N	PLYMOUTH MN 55441	\$	1,346.96
168	14-118-22-41-0026	BRUCE A PETERSON		3930 BALSAM LA N	PLYMOUTH MN 55441	3930 BALSAM LA N	PLYMOUTH MN 55441	\$	1,346.96
169	14-118-22-41-0027	LEO C J CAMERON	MEGAN JOY CAMERON	3920 BALSAM LA N	PLYMOUTH MN 55441	3920 BALSAM LA N	PLYMOUTH MN 55441	\$	1,346.96
170	14-118-22-41-0028	TOBIN M & PATRICIA K BAKER		3910 BALSAM LA N	PLYMOUTH MN 55441	3910 BALSAM LA N	PLYMOUTH MN 55441	\$	1,346.96
171	14-118-22-41-0029	PATRICK & SUSAN BRANYON		11335 39TH AVE N	PLYMOUTH MN 55441	11335 39TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
172	14-118-22-41-0030	MARJORIE A DUPUIS		11325 39TH AVE N	PLYMOUTH MN 55441	11325 39TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
173	14-118-22-41-0031	AARON LUND & MELISSA LUND		11315 39TH AVE N	PLYMOUTH MN 55441	11315 39TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
174	14-118-22-41-0032	CITY OF PLYMOUTH		40 ADDRESS UNASSIGNED	PLYMOUTH MN 00000	3400 PLYMOUTH BLVD	PLYMOUTH MN 55447	\$	2,574.78
175	14-118-22-41-0035	MITCHELL S WHITING	MELISSA A WHITING	4015 COTTONWOOD LA N	PLYMOUTH MN 55441	4015 COTTONWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
176	14-118-22-41-0036	MARK W & BARBARA A HAMPEL		4025 COTTONWOOD LA N	PLYMOUTH MN 55441	4025 COTTONWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96



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PARCEL NO.	PID	PROPERTY OWNER 1	PROPERTY OWNER 2	PROPERTY ADDRESS	PROPERTY CITY, STATE, ZIP	TAXPAYER ADDRESS	TAXPAYER CITY, STATE, ZIP	ASSESSMENT	
177	14-118-22-41-0037	LYDIA KIRCHIN ANDERSEN	ERIC MICHAEL ANDERSEN	4035 COTTONWOOD LA N	PLYMOUTH MN 55441	4035 COTTONWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
178	14-118-22-41-0038	EVAN COIL & HANNAH COIL		4030 COTTONWOOD LA N	PLYMOUTH MN 55441	4030 COTTONWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
179	14-118-22-41-0039	DANIEL JASPER		4020 COTTONWOOD LA N	PLYMOUTH MN 55441	4020 COTTONWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
180	14-118-22-41-0040	PAUL D & LOUISE C MASON		4010 COTTONWOOD LA N	PLYMOUTH MN 55441	4010 COTTONWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
181	14-118-22-41-0041	JERRY & ELIZABETH MLEKODAY		11340 40TH AVE N	PLYMOUTH MN 55441	11340 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
182	14-118-22-41-0042	BARBARA HALBAKKEN	LAUREN C ELLER	11320 40TH AVE N	PLYMOUTH MN 55441	11320 40TH AVE NO	PLYMOUTH MN 55441	\$	1,346.96
183	14-118-22-41-0043	BENJAMIN K ELLER		11280 40TH AVE N	PLYMOUTH MN 55441	11280 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
184	14-118-22-41-0044	JEREMY A & LISA M JOHNSON		11260 40TH AVE N	PLYMOUTH MN 55441	11260-40TH AVE NO	PLYMOUTH MN 55441	\$	1,346.96
185	14-118-22-41-0045	REBECCA JUNCKER		11240 40TH AVE N	PLYMOUTH MN 55441	11240 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
186	14-118-22-41-0046	JAMES P CARNEY LIV TRUST	C/O JAMES P CARNEY	11220 40TH AVE N	PLYMOUTH MN 55441	11220 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
187	14-118-22-41-0047	LYNN M HERMANEK REVOC TRUST	LYNN M HERMANEK	11160 40TH AVE N	PLYMOUTH MN 55441	11160 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
188	14-118-22-41-0048	KAYLEE JO BUNNE	STEFNY L KOLESNIKOV	11140 40TH AVE N	PLYMOUTH MN 55441	11140 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
189	14-118-22-41-0049	KONSTANTIN V KOLSENIKOV		11120 40TH AVE N	PLYMOUTH MN 55441	11120 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
190	14-118-22-41-0050	ROBERT MACNAMARA		11335 40TH AVE N	PLYMOUTH MN 55441	11335 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
191	14-118-22-41-0051	WILLIBALD M LINDL		11325 40TH AVE N	PLYMOUTH MN 55441	11325 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
192	14-118-22-41-0052	ALINE B FAVILLA		11315 40TH AVE N	PLYMOUTH MN 55441	11315 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
193	14-118-22-41-0053	PAUL M & JENNIFER L ROTH	MATTHEW ALAN SPARBY	3985 BALSAM LA N	PLYMOUTH MN 55441	3985 BALSAM LA N	PLYMOUTH MN 55441	\$	1,346.96
194	14-118-22-41-0054	ARTHUR B ZENZEN		3975 BALSAM LA N	PLYMOUTH MN 55441	3975 BALSAM	PLYMOUTH MN 55441	\$	1,346.96
195	14-118-22-41-0055	ELIZABETH TUYET HA SPARBY		3965 BALSAM LA N	PLYMOUTH MN 55441	3965 BALSAM LA N	PLYMOUTH MN 55441	\$	1,346.96
196	14-118-22-41-0056	VANESSA R ZUROSKI		3960 BALSAM LA N	PLYMOUTH MN 55441	3960 BALSAM LA N	PLYMOUTH MN 55441	\$	1,346.96
197	14-118-22-41-0057	ALEX LOOSBROCK		3970 BALSAM LA N	PLYMOUTH MN 55441	3970 BALSAM LA N	PLYMOUTH MN 55441	\$	1,346.96
198	14-118-22-41-0058	SETH SELTUN/ERIN BRANDSGARD	TANYA LOOSBROCK	3980 BALSAM LA N	PLYMOUTH MN 55441	3980 BALSAM LA N	PLYMOUTH MN 55441	\$	1,346.96
199	14-118-22-41-0059	GARY & DAYNA HUNT	MICHAELA R DIXON	3985 ARROWOOD LA N	PLYMOUTH MN 55441	3985 ARROWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
200	14-118-22-41-0060	ERIC A & GRACE WARE		3975 ARROWOOD LA N	PLYMOUTH MN 55441	3975 ARROWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
201	14-118-22-41-0061	CHARLES K DIXON		3965 ARROWOOD LA N	PLYMOUTH MN 55441	3965 ARROWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
202	14-118-22-41-0062	BRUCE R & JULIEANNE S HJERPE		3955 ARROWOOD LA N	PLYMOUTH MN 55441	3955 ARROWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
203	14-118-22-41-0063	MATTHEW PFENNING		3960 ARROWOOD LA N	PLYMOUTH MN 55441	3960 ARROWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
204	14-118-22-41-0064	VENAH OMWANGE		3970 ARROWOOD LA N	PLYMOUTH MN 55441	3970 ARROWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
205	14-118-22-41-0065	STEVEN J & EVELYN F COUTURE		3980 ARROWOOD LA N	PLYMOUTH MN 55441	3980 ARROWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
206	14-118-22-41-0067	CITY OF PLYMOUTH		40 ADDRESS UNASSIGNED	PLYMOUTH MN 00000	3400 PLYMOUTH BLVD	PLYMOUTH MN 55447	\$	14,816.56
207	14-118-22-41-0069	JONATHAN M HANNA		11430 40TH AVE N	PLYMOUTH MN 55441	11430 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
208	14-118-22-41-0070	BRIAN CONROY		11420 40TH AVE N	PLYMOUTH MN 55441	11420 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
209	14-118-22-41-0071	S E SHAPIRO & D L SHAPIRO	BRITNEY PARKER	11410 40TH AVE N	PLYMOUTH MN 55441	11410 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
210	14-118-22-41-0072	ROBERT & MARY HARTNETT		11400 40TH AVE N	PLYMOUTH MN 55441	11400 40TH AVE NO	PLYMOUTH MN 55441	\$	1,346.96
211	14-118-22-41-0073	ANDREW SADIQ ISAHQAQ		11445 40TH AVE N	PLYMOUTH MN 55441	11445 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
212	14-118-22-41-0074	DAVID & MARY SLACK		11435 40TH AVE N	PLYMOUTH MN 55441	11435 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
213	14-118-22-41-0075	RICHARD A THULEEN		11425 40TH AVE N	PLYMOUTH MN 55441	11425 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
214	14-118-22-41-0076	KARI A FAIRBANKS		11415 40TH AVE N	PLYMOUTH MN 55441	11415 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
215	14-118-22-41-0077	FREDERICK & ROBIN NYQUIST		11405 40TH AVE N	PLYMOUTH MN 55441	11405 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
216	14-118-22-41-0078	DIRAAR CHIMA JEFFERSON		11345 40TH AVE N	PLYMOUTH MN 55441	11345 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
217	14-118-22-41-0080	ANTHONY & JOYCE DEMATTHEW		11440 41ST AVE N	PLYMOUTH MN 55441	11440 41ST AVE N	PLYMOUTH MN 55441	\$	1,346.96
218	14-118-22-41-0081	LEEANN B WILLIAMS-SIFFERLE		11430 41ST AVE N	PLYMOUTH MN 55441	11430 41ST AVE N	PLYMOUTH MN 55441	\$	1,346.96
219	14-118-22-41-0082	GARY & LISA HORNER	SCOTT ALAN SIFFERLE	11425 41ST AVE N	PLYMOUTH MN 55441	11425 41ST AVE N	PLYMOUTH MN 55441	\$	1,346.96
220	14-118-22-41-0083	PETER MAHIN		11435 41ST AVE N	PLYMOUTH MN 55441	11435 41ST AVE N	PLYMOUTH MN 55441	\$	1,346.96



Assessment Roll

PARCEL NO.	PID	PROPERTY OWNER 1	PROPERTY OWNER 2	PROPERTY ADDRESS	PROPERTY CITY, STATE, ZIP	TAXPAYER ADDRESS	TAXPAYER CITY, STATE, ZIP	ASSESSMENT
221	14-118-22-42-0004	JENNIFER ELSTON	LINDA M BORLAUG	11550 39TH AVE N	PLYMOUTH MN 55441	11550 39TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
222	14-118-22-42-0005	LARRY A BORLAUG		11540 39TH AVE N	PLYMOUTH MN 55441	11540 39TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
223	14-118-22-42-0006	MILTON ALBERS		11530 39TH AVE N	PLYMOUTH MN 55441	11530 39TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
224	14-118-22-42-0007	BRENDA M DOMINGUES		11520 39TH AVE N	PLYMOUTH MN 55441	11520 39TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
225	14-118-22-42-0008	PAMELA & WESLY SYVERSON		11510 39TH AVE N	PLYMOUTH MN 55441	11510 39TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
226	14-118-22-42-0009	JAY C MANSKE		11500 39TH AVE N	PLYMOUTH MN 55441	11500 39TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
227	14-118-22-42-0010	ELIZABETH L TURNER		3820 EVERGREEN LA N	PLYMOUTH MN 55441	3820 EVERGREEN LA N	PLYMOUTH MN 55441	\$ 1,346.96
228	14-118-22-42-0011	P LOUIS MICHELICH	ADRIENNE MCMAHON	11545 39TH AVE N	PLYMOUTH MN 55441	11545 39TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
229	14-118-22-42-0012	DON J & R M FAYE		3825 DEERWOOD LA N	PLYMOUTH MN 55441	3825 DEERWOOD LA	PLYMOUTH MN 55441	\$ 1,346.96
230	14-118-22-42-0013	KEVIN MCMAHON		3815 DEERWOOD LA N	PLYMOUTH MN 55441	3815 DEERWOOD LA N	PLYMOUTH MN 55441	\$ 1,346.96
231	14-118-22-42-0014	SARAH MARIE FROHMAN		3805 DEERWOOD LA N	PLYMOUTH MN 55441	3805 DEERWOOD LA N	PLYMOUTH MN 55441	\$ 1,346.96
232	14-118-22-42-0015	JAVON A CLEVELAND		3820 DEERWOOD LA N	PLYMOUTH MN 55441	3820 DEERWOOD LA N	PLYMOUTH MN 55441	\$ 1,346.96
233	14-118-22-42-0016	JENNIFER LEE GOETZ		4005 FORESTVIEW LA N	PLYMOUTH MN 55441	4005 FORESTVIEW LA N	PLYMOUTH MN 55441	\$ 1,346.96
234	14-118-22-42-0017	G DIANE DICKMEYER		4015 FORESTVIEW LA N	PLYMOUTH MN 55441	4015 FORESTVIEW LA N	PLYMOUTH MN 55441	\$ 1,346.96
235	14-118-22-42-0018	M E & W H CRESWELL III	BRUCE EDWARD FROHMAN	4020 FORESTVIEW LA N	PLYMOUTH MN 55441	4020 FORESTVIEW LA N	PLYMOUTH MN 55441	\$ 1,346.96
236	14-118-22-42-0019	BRUCE E & MARY R MANTHEY		4010 FORESTVIEW LA N	PLYMOUTH MN 55441	4010 FORESTVIEW LA N	PLYMOUTH MN 55441	\$ 1,346.96
237	14-118-22-42-0020	MATTHEW & BETH KEMMETMUELLER		4000 FORESTVIEW LA N	PLYMOUTH MN 55441	4000 FORESTVIEW LA N	PLYMOUTH MN 55441	\$ 1,346.96
238	14-118-22-42-0021	JUDITH A FRANKS		4005 EVERGREEN LA N	PLYMOUTH MN 55441	4005 EVERGREEN LA N	PLYMOUTH MN 55441	\$ 1,346.96
239	14-118-22-42-0022	JOSEPH HAYES & COLETTE OLSON		11510 40TH AVE N	PLYMOUTH MN 55441	11510 40TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
240	14-118-22-42-0023	JAMES G & RUTH A BUEZIS		11500 40TH AVE N	PLYMOUTH MN 55441	11500 40TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
241	14-118-22-42-0024	DAVID J/MARGARET A ANDERSEN		11605 40TH AVE N	PLYMOUTH MN 55441	11605 40TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
242	14-118-22-42-0025	BRIAN L & PAMELA K RICKERS	ANGELIQUE P SAYERS	11535 40TH AVE N	PLYMOUTH MN 55441	11535 40TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
243	14-118-22-42-0026	THOMAS R BOATMAN		11525 40TH AVE N	PLYMOUTH MN 55441	11525 40TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
244	14-118-22-42-0027	NICHOLAS & TARA SOWKA		11515 40TH AVE N	PLYMOUTH MN 55441	11515 40TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
245	14-118-22-42-0028	DANIEL HOCKERT		11505 40TH AVE N	PLYMOUTH MN 55441	11505 40TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
246	14-118-22-42-0033	RICHARD J REED/SHARON K REED		11630 41ST AVE N	PLYMOUTH MN 55441	11630 41ST AVE N	PLYMOUTH MN 55441	\$ 1,346.96
247	14-118-22-42-0034	NATHANIEL ROPES		11620 41ST AVE N	PLYMOUTH MN 55441	11620 41ST AVE N	PLYMOUTH MN 55441	\$ 1,346.96
248	14-118-22-42-0035	HOI TRONG TRAN		11610 41ST AVE N	PLYMOUTH MN 55441	11610 41ST AVE N	PLYMOUTH MN 55441	\$ 1,346.96
249	14-118-22-42-0036	JAMES E DUCHARME	HAI TUYEN NGUYEN HOCKERT	11600 41ST AVE N	PLYMOUTH MN 55441	11600 41ST AVE N	PLYMOUTH MN 55441	\$ 1,346.96
250	14-118-22-42-0037	RACHELLE M TOWERS		11520 41ST AVE N	PLYMOUTH MN 55441	11520 41ST AVE N	PLYMOUTH MN 55441	\$ 1,346.96
251	14-118-22-42-0038	THOMAS L & SHARON M DEAN		11510 41ST AVE N	PLYMOUTH MN 55441	11510 41ST AVE N	PLYMOUTH MN 55441	\$ 1,346.96
252	14-118-22-42-0039	TIMOTHY LIJEWSKI		11500 41ST AVE N	PLYMOUTH MN 55441	11500 41ST AVE N	PLYMOUTH MN 55441	\$ 1,346.96
253	14-118-22-42-0040	RICHARD C SHAMBLOTT		11445 41ST AVE N	PLYMOUTH MN 55441	11445 41ST AVE N	PLYMOUTH MN 55441	\$ 1,346.96
254	14-118-22-42-0041	DANT GERALYN CORCORAN		11505 41ST AVE N	PLYMOUTH MN 55441	11505 41ST AVE N	PLYMOUTH MN 55441	\$ 1,346.96
255	14-118-22-42-0042	MARK J FLEIGLE		11515 41ST AVE N	PLYMOUTH MN 55441	6773 KIMBERLY LA	MAPLE GROVE MN 55311	\$ 1,346.96
256	14-118-22-42-0043	OLUSEGUN BALOGUN	CONNIE A FLEIGLE	4010 EVERGREEN LA N	PLYMOUTH MN 55441	4010 EVERGREEN LA N	PLYMOUTH MN 55441	\$ 1,346.96
257	14-118-22-42-0044	POLLY R KELLY		11725 41ST AVE N	PLYMOUTH MN 55441	11725 41ST AVE N	PLYMOUTH MN 55441	\$ 1,346.96
258	14-118-22-42-0045	CASEY EHRENBERG		11715 41ST AVE N	PLYMOUTH MN 55441	11715 41ST AVE N	PLYMOUTH MN 55441	\$ 1,346.96
259	14-118-22-42-0046	STEVEN T & LISA D WILLETTE		11705 41ST AVE N	PLYMOUTH MN 55441	11705 41ST AVE N	PLYMOUTH MN 55441	\$ 1,346.96
260	14-118-22-42-0047	JEFFREY R KOSEL & SARA KOSEL		11635 41ST AVE N	PLYMOUTH MN 55441	11635 41ST AVE N	PLYMOUTH MN 55441	\$ 1,346.96
261	14-118-22-42-0048	RICHARD A PEDERSEN		11625 41ST AVE N	PLYMOUTH MN 55441	11625 41ST AVE N	PLYMOUTH MN 55441	\$ 1,346.96
262	14-118-22-42-0049	PARK LOK WONG		11615 41ST AVE N	PLYMOUTH MN 55441	11615 41ST AVE N	PLYMOUTH MN 55441	\$ 1,346.96
263	14-118-22-42-0050	ARNE L EKSTROM	REBECCA EHRENBERG	11605 41ST AVE N	PLYMOUTH MN 55441	11605 41ST AVE N	PLYMOUTH MN 55441	\$ 1,346.96
264	14-118-22-42-0051	DAVISON C/ANDREA F NAGLE		4015 EVERGREEN LA N	PLYMOUTH MN 55441	4015 EVERGREEN LA N	PLYMOUTH MN 55441	\$ 1,346.96



Assessment Roll

PARCEL NO.	PID	PROPERTY OWNER 1	PROPERTY OWNER 2	PROPERTY ADDRESS	PROPERTY CITY, STATE, ZIP	TAXPAYER ADDRESS	TAXPAYER CITY, STATE, ZIP	ASSESSMENT	
265	14-118-22-42-0072	AARON HARTMAN WALLA	ELIZABETH MARIE WALLA	11790 40TH PL N	PLYMOUTH MN 55441	11790 40TH PL N	PLYMOUTH MN 55441	\$	1,346.96
266	14-118-22-42-0073	MATTHEW PRICE/JOLEEN PRICE		11780 40TH PL N	PLYMOUTH MN 55441	11780 40TH PL N	PLYMOUTH MN 55441	\$	1,346.96
267	14-118-22-42-0074	KATHRYN GRANDBOIS	PHILLIP SCHRUPP	11770 40TH PL N	PLYMOUTH MN 55441	11770 40TH PL N	PLYMOUTH MN 55441	\$	1,346.96
268	14-118-22-42-0075	ANDREA MCVAY & JASON C MCVAY		11775 40TH PL N	PLYMOUTH MN 55441	11775 40TH PL N	PLYMOUTH MN 55441	\$	1,346.96
269	14-118-22-42-0076	JULIE & GREGORY WILLIAMS		11785 40TH PL N	PLYMOUTH MN 55441	11785 40TH PL N	PLYMOUTH MN 55441	\$	1,346.96
270	14-118-22-42-0077	SAMUEL D FINE		4070 GOLDENROD LA N	PLYMOUTH MN 55441	4070 GOLDENROD LA N	PLYMOUTH MN 55441	\$	1,346.96
271	14-118-22-42-0078	STEPHEN & BELINDA EVANS		4060 GOLDENROD LA N	PLYMOUTH MN 55441	4060 GOLDENROD LA N	PLYMOUTH MN 55441	\$	1,346.96
272	14-118-22-42-0079	IRREVOCABLE SPECIAL NEEDS TR		4050 GOLDENROD LA N	PLYMOUTH MN 55441	1845 STINSON BLVD #106	MINNEAPOLIS MN 55418	\$	1,346.96
273	14-118-22-42-0080	GERALD J & PRISCILLA BORMANN		11710 40TH AVE N	PLYMOUTH MN 55441	11710 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
274	14-118-22-42-0081	JOHN A/ELIZABETH M SCHELDROP		11640 40TH AVE N	PLYMOUTH MN 55441	11640 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
275	14-118-22-42-0082	SHAUN LESCH		11630 40TH AVE N	PLYMOUTH MN 55441	11630 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
276	14-118-22-42-0083	DANNIELLA MORTEZAE		11620 40TH AVE N	PLYMOUTH MN 55441	11620 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
277	14-118-22-42-0084	DANIEL S REED	JENNY C REED	4095 GOLDENROD LA N	PLYMOUTH MN 55441	4095 GOLDENROD LA N	PLYMOUTH MN 55441	\$	1,346.96
278	14-118-22-42-0085	EDWARD J & PEGGY A EIFERT		4085 GOLDENROD LA N	PLYMOUTH MN 55441	4085 GOLDENROD LA N	PLYMOUTH MN 55441	\$	1,346.96
279	14-118-22-42-0086	FENGYI DENG & MEGAN DENG		4075 GOLDENROD LA N	PLYMOUTH MN 55441	4075 GOLDENROD LA N	PLYMOUTH MN 55441	\$	1,346.96
280	14-118-22-42-0087	WILLIAM PULLMAN	ROSLYN PULLMAN	4065 GOLDENROD LA N	PLYMOUTH MN 55441	4065 GOLDENROD LANE N	PLYMOUTH MN 55441	\$	1,346.96
281	14-118-22-42-0088	RYAN & MEGAN ANDORFER		4055 GOLDENROD LA N	PLYMOUTH MN 55441	4055 GOLDENROD LA N	PLYMOUTH MN 55441	\$	1,346.96
282	14-118-22-42-0089	DAVID COOK & ROSEMARY COOK		4045 GOLDENROD LA N	PLYMOUTH MN 55441	4045 GOLDENROD LA N	PLYMOUTH MN 55441	\$	1,346.96
283	14-118-22-42-0090	JAMES M & NANCY R DEVINE		11615 40TH AVE N	PLYMOUTH MN 55441	11615 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
284	14-118-22-42-0091	THOMAS & SHERRY EWERT		11625 40TH AVE N	PLYMOUTH MN 55441	11625 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
285	14-118-22-42-0092	CHRISTOPHER J MCGINLEY	JODY L MCGINLEY	11635 40TH AVE N	PLYMOUTH MN 55441	11635 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
286	14-118-22-42-0093	PAUL MCGINTY & SUE MCGINTY		11725 40TH AVE N	PLYMOUTH MN 55441	11725 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
287	14-118-22-42-0094	GREGORY C & BETH A UDELHOVEN		11715 40TH AVE N	PLYMOUTH MN 55441	11715 40TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
288	14-118-22-42-0095	GREGORY E & CONNIE L KORSTAD		3925 EVERGREEN LA N	PLYMOUTH MN 55441	3925 EVERGREEN LA N	PLYMOUTH MN 55441	\$	1,346.96
289	14-118-22-42-0096	DAVID W CLYNE		3915 EVERGREEN LA N	PLYMOUTH MN 55441	3915 EVERGREEN LA N	PLYMOUTH MN 55441	\$	1,346.96
290	14-118-22-42-0097	GORDON & RUTH ROBERTSON		3905 EVERGREEN LA N	PLYMOUTH MN 55441	3905 EVERGREEN LA N	PLYMOUTH MN 55441	\$	1,346.96
291	14-118-22-42-0099	MARK & BARBARA BELTRAND		11850 41ST AVE N	PLYMOUTH MN 55441	11850 41ST AVE N	PLYMOUTH MN 55441	\$	1,346.96
292	14-118-22-42-0100	ALEXANDER FIKSEL	ELENA BREYTER	11840 41ST AVE N	PLYMOUTH MN 55441	11840 41ST AVE N	PLYMOUTH MN 55441	\$	1,346.96
293	14-118-22-42-0101	M P CAMPION & A M CAMPION		11830 41ST AVE N	PLYMOUTH MN 55441	P O BOX 41486	PLYMOUTH MN 55441	\$	1,346.96
294	14-118-22-42-0102	MATTHEW LOUIS KENNEDY	KAREN HOEG KENNEDY	11820 41ST AVE N	PLYMOUTH MN 55441	11820 41ST AVE N	PLYMOUTH MN 55441	\$	1,346.96
295	14-118-22-42-0103	MARK S & LORI V SHOEMAKER		11700 41ST AVE N	PLYMOUTH MN 55441	11700 41ST AVE N	PLYMOUTH MN 55441	\$	1,346.96
296	14-118-22-43-0001	DAVID & KATHY EVERSON		3815 EVERGREEN LA N	PLYMOUTH MN 55441	3815 EVERGREEN LA N	PLYMOUTH MN 55441	\$	1,346.96
297	14-118-22-43-0002	STUART & ROBERTA PINSKY		3805 EVERGREEN LA N	PLYMOUTH MN 55441	3805 EVERGREEN LA N	PLYMOUTH MN 55441	\$	1,346.96
298	14-118-22-43-0003	SUSAN DOMBROSKE		3775 EVERGREEN LA N	PLYMOUTH MN 55441	3775 EVERGREEN LA N	PLYMOUTH MN 55441	\$	1,346.96
299	14-118-22-43-0004	JOHN T & BARBARA B JOYCE		3765 EVERGREEN LA N	PLYMOUTH MN 55441	3765 EVERGREEN LA N	PLYMOUTH MN 55441	\$	1,346.96
300	14-118-22-43-0005	THEODORE AND MARY PESTEL		11530 38TH AVE N	PLYMOUTH MN 55441	11530 38TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
301	14-118-22-43-0006	ROBERT O SORENSON		11520 38TH AVE N	PLYMOUTH MN 55441	11520 38TH AV N	PLYMOUTH MN 55441	\$	1,346.96
302	14-118-22-43-0007	BURTON E GRAN		11510 38TH AVE N	PLYMOUTH MN 55441	11510-38TH AVE NO	PLYMOUTH MN 55441	\$	1,346.96
303	14-118-22-43-0008	PAUL G WHITENACK	RHONDA V WHITENACK	11500 38TH AVE N	PLYMOUTH MN 55441	11500 38TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
304	14-118-22-43-0009	BENJAMIN SLUZEWSKI	HEIDI ELLEN SLUZEWSKI	11505 38TH AVE N	PLYMOUTH MN 55441	11505 38TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
305	14-118-22-43-0010	COLIN J ALWORTH	KAREN J LARSEN	11515 38TH AVE N	PLYMOUTH MN 55441	11515 38TH AVENUE N	PLYMOUTH MN 55441	\$	1,346.96
306	14-118-22-43-0011	DAVID LOEW		11525 38TH AVE N	PLYMOUTH MN 55441	11525 38TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
307	14-118-22-43-0012	JASON FREED & RACHEL FREED		11535 38TH AVE N	PLYMOUTH MN 55441	11535 38TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
308	14-118-22-43-0013	SCOTT M LARSON		3760 EVERGREEN LA N	PLYMOUTH MN 55441	3760 EVERGREEN LA N	PLYMOUTH MN 55441	\$	1,346.96



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PARCEL NO.	PID	PROPERTY OWNER 1	PROPERTY OWNER 2	PROPERTY ADDRESS	PROPERTY CITY, STATE, ZIP	TAXPAYER ADDRESS	TAXPAYER CITY, STATE, ZIP	ASSESSMENT
309	14-118-22-43-0014	PHILIP HENRY & MOLLY HENRY	NICOLE D BEHM-KOEP	3755 EVERGREEN LA N	PLYMOUTH MN 55441	3755 EVERGREEN LA N	PLYMOUTH MN 55441	\$ 1,346.96
310	14-118-22-43-0015	KRAIG KOEP		3745 EVERGREEN LA N	PLYMOUTH MN 55441	3745 EVERGREEN LA N	PLYMOUTH MN 55441	\$ 1,346.96
311	14-118-22-43-0016	MARTIN MCGRAW		11600 37TH PL N	PLYMOUTH MN 55441	11304 KLEVER AVE NW	ANNANDALE MN 55302	\$ 1,346.96
312	14-118-22-43-0017	JOHN P LUTTIO/JOAN M LUTTIO		11610 37TH PL N	PLYMOUTH MN 55441	11610 37TH PL N	PLYMOUTH MN 55441	\$ 1,346.96
313	14-118-22-43-0018	BRIAN F & SUSAN B WILCOX		11625 37TH PL N	PLYMOUTH MN 55441	11625 37TH PL N	PLYMOUTH MN 55441	\$ 1,346.96
314	14-118-22-43-0019	CALVIN P VERLETTE	BLANCA E VERLETTE	11615 37TH PL N	PLYMOUTH MN 55441	11615 37TH PL N	PLYMOUTH MN 55441	\$ 1,346.96
315	14-118-22-43-0020	MICHAEL J BROSSAU	MELISSA J KIMMEL	3725 EVERGREEN LA N	PLYMOUTH MN 55441	3725 EVERGREEN LA N	PLYMOUTH MN 55441	\$ 1,346.96
316	14-118-22-43-0021	DARRICK A MACK		3715 EVERGREEN LA N	PLYMOUTH MN 55441	3715 EVERGREEN LA N	PLYMOUTH MN 55441	\$ 1,346.96
317	14-118-22-43-0022	NANCY L HNATH		3705 EVERGREEN LA N	PLYMOUTH MN 55441	3705 EVERGREEN LANE	PLYMOUTH MN 55441	\$ 1,346.96
318	14-118-22-43-0023	ANDREW J KIMMEL		3635 EVERGREEN LA N	PLYMOUTH MN 55441	3635 EVERGREEN LA N	PLYMOUTH MN 55441	\$ 1,346.96
319	14-118-22-43-0024	CHARLES H GOLDMAN		11500 37TH AVE N	PLYMOUTH MN 55441	11500 37TH AV N	PLYMOUTH MN 55441	\$ 1,346.96
320	14-118-22-43-0025	CHRIS BYRON	KAYLEY L LIEN	11510 37TH AVE N	PLYMOUTH MN 55441	11510 37TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
321	14-118-22-43-0026	D M & M M LAGERMEIER		11520 37TH AVE N	PLYMOUTH MN 55441	11520 37TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
322	14-118-22-43-0027	K L GRAHAM & B K HARRINGTON		11600 37TH AVE N	PLYMOUTH MN 55441	11600 37TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
323	14-118-22-43-0028	PAUL & NANCY REBEHN		11620 37TH AVE N	PLYMOUTH MN 55441	11620 37TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
324	14-118-22-43-0029	JODI L WINBERG		11630 37TH AVE N	PLYMOUTH MN 55441	11630 37TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
325	14-118-22-43-0030	MATTHEW J LIEN	TAD THORSTENSON	11635 37TH AVE N	PLYMOUTH MN 55441	11635 37TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
326	14-118-22-43-0031	DAVID L WORRELL		11625 37TH AVE N	PLYMOUTH MN 55441	11625 37TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
327	14-118-22-43-0032	SHEILA THORSTENSON		11615 37TH AVE N	PLYMOUTH MN 55441	11615 37TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
328	14-118-22-43-0033	ROBERT L PORTER		11605 37TH AVE N	PLYMOUTH MN 55441	11605 37TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
329	14-118-22-43-0034	JENS WENCKER & KATIE WENCKER		11525 37TH AVE N	PLYMOUTH MN 55441	11525 37TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
330	14-118-22-43-0035	B J BAKER/L S MOMMSEN-BAKER	COLLEEN Q PORTER	11515 37TH AVE N	PLYMOUTH MN 55441	11515 37TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
331	14-118-22-43-0036	RICK BARRON & LEA BARRON		11505 37TH AVE N	PLYMOUTH MN 55441	11505 37TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
332	14-118-22-43-0037	RYAN N LOECK		3750 EVERGREEN LA N	PLYMOUTH MN 55441	3750 EVERGREEN LA N	PLYMOUTH MN 55441	\$ 1,346.96
333	14-118-22-43-0038	LARRY J MYERS		3740 EVERGREEN LA N	PLYMOUTH MN 55441	3740 EVERGREEN LANE	PLYMOUTH MN 55441	\$ 1,346.96
334	14-118-22-43-0039	NANCY SCHWARTZ		3730 EVERGREEN LA N	PLYMOUTH MN 55441	3730 EVERGREEN LN N	PLYMOUTH MN 55441	\$ 1,346.96
335	14-118-22-43-0040	CRAIG C & KRISTIN K CANNY	LISA J TRACHSEL	3720 EVERGREEN LA N	PLYMOUTH MN 55441	3720 EVERGREEN LA N	PLYMOUTH MN 55441	\$ 1,346.96
336	14-118-22-43-0041	PATRICK D MCCARTHY		3710 EVERGREEN LA N	PLYMOUTH MN 55441	3710 EVERGREEN LA N	PLYMOUTH MN 55441	\$ 1,346.96
337	14-118-22-43-0044	MARY ANN CAMERON		3800 FORESTVIEW LA N	PLYMOUTH MN 55441	3800 FORESTVIEW LANE N	PLYMOUTH MN 55441	\$ 1,346.96
338	14-118-22-43-0045	ROBERT J & SANDRA J ERICKSON		3810 FORESTVIEW LA N	PLYMOUTH MN 55441	3810 FORESTVIEW LA N	PLYMOUTH MN 55441	\$ 1,346.96
339	14-118-22-43-0046	NORMAN DEATON		3820 FORESTVIEW LA N	PLYMOUTH MN 55441	3820 FORESTVIEW LA N	PLYMOUTH MN 55441	\$ 1,346.96
340	14-118-22-43-0047	DAVID C PRIEBE	TANNER WILSON	3825 FORESTVIEW LA N	PLYMOUTH MN 55441	3825 FORESTVIEW LA N	PLYMOUTH MN 55441	\$ 1,346.96
341	14-118-22-43-0048	R C & QUEEN S JOHNSON		3815 FORESTVIEW LA N	PLYMOUTH MN 55441	3815 FORESTVIEW LANE N	PLYMOUTH MN 55441	\$ 1,346.96
342	14-118-22-43-0049	PATRICIA A OLSON		3805 FORESTVIEW LA N	PLYMOUTH MN 55441	3805 FORESTVIEW LA N	PLYMOUTH MN 55441	\$ 1,346.96
343	14-118-22-43-0050	STEPHEN A WILSON		11720 38TH AVE N	PLYMOUTH MN 55441	11720 38TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
344	14-118-22-43-0051	ANNA L LUNDQUIST		11730 38TH AVE N	PLYMOUTH MN 55441	11730 38TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
345	14-118-22-43-0052	ROBERT K DONLEY	JAMES M LUNDQUIST	11740 38TH AVE N	PLYMOUTH MN 55441	11740 38TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
346	14-118-22-43-0053	ROBERTA L HOPPE	LINDA J DONLEY	11750 38TH AVE N	PLYMOUTH MN 55441	461 WHISPER CREEK DR	CLE ELUM WA 98922	\$ 1,346.96
347	14-118-22-43-0054	AUGUSTINE T SIERRA II	KATHLEEN N SIERRA	11755 38TH AVE N	PLYMOUTH MN 55441	11755 38TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
348	14-118-22-43-0055	MICHAEL A DVORAK		11745 38TH AVE N	PLYMOUTH MN 55441	11745 38TH AVE NO	PLYMOUTH MN 55441	\$ 1,346.96
349	14-118-22-43-0056	CHATRU N MOHINANI		11735 38TH AVE N	PLYMOUTH MN 55441	11735 38TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
350	14-118-22-43-0057	ISAAC & CAROLYN SHAFER		11725 38TH AVE N	PLYMOUTH MN 55441	11725 38TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
351	14-118-22-43-0058	JEAN M MOLL		11715 38TH AVE N	PLYMOUTH MN 55441	11715 38TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96
352	14-118-22-43-0059	LISA HIMES REV TRUST		11705 38TH AVE N	PLYMOUTH MN 55441	11705 38TH AVE N	PLYMOUTH MN 55441	\$ 1,346.96



Assessment Roll

PARCEL NO.	PID	PROPERTY OWNER 1	PROPERTY OWNER 2	PROPERTY ADDRESS	PROPERTY CITY, STATE, ZIP	TAXPAYER ADDRESS	TAXPAYER CITY, STATE, ZIP	ASSESSMENT	
353	14-118-22-43-0060	WOO JIN LEE		3600 FORESTVIEW LA N	PLYMOUTH MN 55441	3600 FORESTVIEW LA N	PLYMOUTH MN 55441	\$	1,346.96
354	14-118-22-43-0061	MATHEW EARLES	LESLEY L EARLES	3610 FORESTVIEW LA N	PLYMOUTH MN 55441	3610 FORESTVIEW LA N	PLYMOUTH MN 55441	\$	1,346.96
355	14-118-22-43-0062	NIDA THORSON	JAMISON THORSON	3620 FORESTVIEW LA N	PLYMOUTH MN 55441	3620 FORESTVIEW LA N	PLYMOUTH MN 55441	\$	1,346.96
356	14-118-22-43-0063	GRANT PLENDER & RACHEL KUEHN		3630 FORESTVIEW LA N	PLYMOUTH MN 55441	3630 FORESTVIEW LA N	PLYMOUTH MN 55441	\$	1,346.96
357	14-118-22-43-0064	PATRICE MARIE HOLTER		3640 FORESTVIEW LA N	PLYMOUTH MN 55441	3640 FORESTVIEW LA N	PLYMOUTH MN 55441	\$	1,346.96
358	14-118-22-43-0065	MARILYN C THOMPSON	ROBERT D THOMPSON	3650 FORESTVIEW LA N	PLYMOUTH MN 55441	3650 FORESTVIEW LA N	PLYMOUTH MN 55441	\$	1,346.96
359	14-118-22-43-0066	BEN LIAO		3645 FORESTVIEW LA N	PLYMOUTH MN 55441	3645 FORESTVIEW LANE	PLYMOUTH MN 55441	\$	1,346.96
360	14-118-22-43-0067	NICHOLAS MANGAN	MELISSA MANGAN	11810 36TH AVE N	PLYMOUTH MN 55441	11810 36TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
361	14-118-22-43-0068	BRIAN E NATZEL		11800 36TH AVE N	PLYMOUTH MN 55441	11800 36TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
362	14-118-22-43-0069	ROY C LIANG & MISHA LIANG		3615 FORESTVIEW LA N	PLYMOUTH MN 55441	3615 FORESTVIEW LA N	PLYMOUTH MN 55441	\$	1,346.96
363	14-118-22-44-0001	BRIAN P OLSON & AMANDA OLSON		11420 37TH AVE N	PLYMOUTH MN 55441	11420 37TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
364	14-118-22-44-0002	MICHAEL SCHUMACHER	SARA E SLATER	3615 EVERGREEN LA N	PLYMOUTH MN 55441	3615 EVERGREEN LN N	MINNEAPOLIS MN 55441	\$	1,346.96
365	14-118-22-44-0003	JOSEPH A GUSTAFSON	SARAH J GUSTAFSON	3605 EVERGREEN LA N	PLYMOUTH MN 55441	3605 EVERGREEN LA N	PLYMOUTH MN 55441	\$	1,346.96
366	14-118-22-44-0004	EDWIN MCCONNELL	DEBORAH MCCONNELL	3700 EVERGREEN LA N	PLYMOUTH MN 55441	3700 EVERGREEN LA N	PLYMOUTH MN 55441	\$	1,346.96
367	14-118-22-44-0005	TIMOTHY S ZITUR	LISA TAY-ZITUR	3640 EVERGREEN LA N	PLYMOUTH MN 55441	290 MARKET ST #812	MINNEAPOLIS MN 55405	\$	1,346.96
368	14-118-22-44-0006	COLIN NELSON/RACHAEL NELSON		3630 EVERGREEN LA N	PLYMOUTH MN 55441	3630 EVERGREEN LA N	PLYMOUTH MN 55441	\$	1,346.96
369	14-118-22-44-0007	JAMES H & GAYLE M RAPOPORT		3620 EVERGREEN LA N	PLYMOUTH MN 55441	3620 EVERGREEN	PLYMOUTH MN 55441	\$	1,346.96
370	14-118-22-44-0008	DANIEL R SCHNUETTGEN		3610 EVERGREEN LA N	PLYMOUTH MN 55441	3610 EVERGREEN LA N	PLYMOUTH MN 55441	\$	1,346.96
371	14-118-22-44-0009	CHRISTOPHER & REBECCA PASSI		3600 EVERGREEN LA N	PLYMOUTH MN 55441	3600 EVERGREEN LA N	PLYMOUTH MN 55441	\$	1,346.96
372	14-118-22-44-0010	CITY OF PLYMOUTH		40 ADDRESS UNASSIGNED	PLYMOUTH MN 00000	3400 PLYMOUTH BLVD	PLYMOUTH MN 55447	\$	17,010.68
373	14-118-22-44-0012	CHARLES E & NANCY E SPEIER		11100 39TH AVE N	PLYMOUTH MN 55441	11100 39TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
374	14-118-22-44-0013	HARVEY A HELGEMO		11110 39TH AVE N	PLYMOUTH MN 55441	11110 39TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
375	14-118-22-44-0014	ABISAI CASTRO RAMIREZ	KEVIN MERAZ	11120 39TH AVE N	PLYMOUTH MN 55441	11120 39TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
376	14-118-22-44-0017	DEREK P AXELL	MICHELLE L AXELL	3755 ARROWOOD LA N	PLYMOUTH MN 55441	3755 ARROWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
377	14-118-22-44-0018	BRENT JASPERSON	JORDAN JASPERSON	3790 ARROWOOD LA N	PLYMOUTH MN 55441	3790 ARROWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
378	14-118-22-44-0019	DAVID B AUSTAD	4190 VINEWOOD LN N	3780 ARROWOOD LA N	PLYMOUTH MN 55441	SUITE 111 UNIT# RMB567	PLYMOUTH MN 55442	\$	1,346.96
379	14-118-22-44-0020	DARYA DOBRININA	JACOB HINDT	3770 ARROWOOD LA N	PLYMOUTH MN 55441	3770 ARROWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
380	14-118-22-44-0021	SHIRLEY A SANKEN		3760 ARROWOOD LA N	PLYMOUTH MN 55441	3760 ARROWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
381	14-118-22-44-0025	MARY LOWE		3745 ARROWOOD LA N	PLYMOUTH MN 55441	3745 ARROWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
382	14-118-22-44-0026	DMITRIY VECHERKOV	TATYANA VECHERKOVA ET AL	3735 ARROWOOD LA N	PLYMOUTH MN 55441	3735 ARROWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
383	14-118-22-44-0027	LS MN LLC		3715 ARROWOOD LA N	PLYMOUTH MN 55441	7595 CURRELL BLVD #251432	ST PAUL MN 55125	\$	1,346.96
384	14-118-22-44-0028	MEGAN WALDSMAYATE	IYOB WALDSMAYATE	3700 BALSAM LA N	PLYMOUTH MN 55441	3700 BALSAM LA N	PLYMOUTH MN 55441	\$	1,346.96
385	14-118-22-44-0029	SYDNEY SAUNDERS	ORMAND SAUNDERS II	3710 BALSAM LA N	PLYMOUTH MN 55441	3710 BALSAM LA N	PLYMOUTH MN 55441	\$	1,346.96
386	14-118-22-44-0030	ASIF ALLY/KAILA JEAN LAUMANN		3720 BALSAM LA N	PLYMOUTH MN 55441	3720 BALSAM LA N	PLYMOUTH MN 55441	\$	1,346.96
387	14-118-22-44-0031	MICHELLE J & NEIL T HOWE		3730 BALSAM LA N	PLYMOUTH MN 55441	3730 BALSAM LA N	PLYMOUTH MN 55441	\$	1,346.96
388	14-118-22-44-0032	STEVEN G & PAMELA L LEONARD		3740 BALSAM LA N	PLYMOUTH MN 55441	3740 BALSAM LA N	PLYMOUTH MN 55441	\$	1,346.96
389	14-118-22-44-0033	DONALD G & ETTA C BERNSTEIN		3735 BALSAM LA N	PLYMOUTH MN 55441	3735 BALSAM LANE	PLYMOUTH MN 55441	\$	1,346.96
390	14-118-22-44-0034	JOHN J & JOAN E CONNORS		3725 BALSAM LA N	PLYMOUTH MN 55441	3725 BALSAM LA N	PLYMOUTH MN 55441	\$	1,346.96
391	14-118-22-44-0035	JOEY W SMITH & JODI L FALES		3715 BALSAM LA N	PLYMOUTH MN 55441	3715 BALSAM LA N	PLYMOUTH MN 55441	\$	1,346.96
392	14-118-22-44-0036	LIANA M LINGOFELT	DANIEL J MATHIESON	3705 BALSAM LA N	PLYMOUTH MN 55441	3705 BALSAM LA N	PLYMOUTH MN 55441	\$	1,346.96
393	14-118-22-44-0037	CHIMIA NWACHUKWU	BETHENY JOHNSON	3700 COTTONWOOD LA N	PLYMOUTH MN 55441	3700 COTTONWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
394	14-118-22-44-0038	JOHN JAMES POWERS III		3710 COTTONWOOD LA N	PLYMOUTH MN 55441	3710 COTTONWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
395	14-118-22-44-0039	MARLO J & JASON C KORBEL		3720 COTTONWOOD LA N	PLYMOUTH MN 55441	3720 COTTONWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
396	14-118-22-44-0040	JOHN M FRANCIS	MARTHA A FRANCIS	3730 COTTONWOOD LA N	PLYMOUTH MN 55441	3730 COTTONWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96



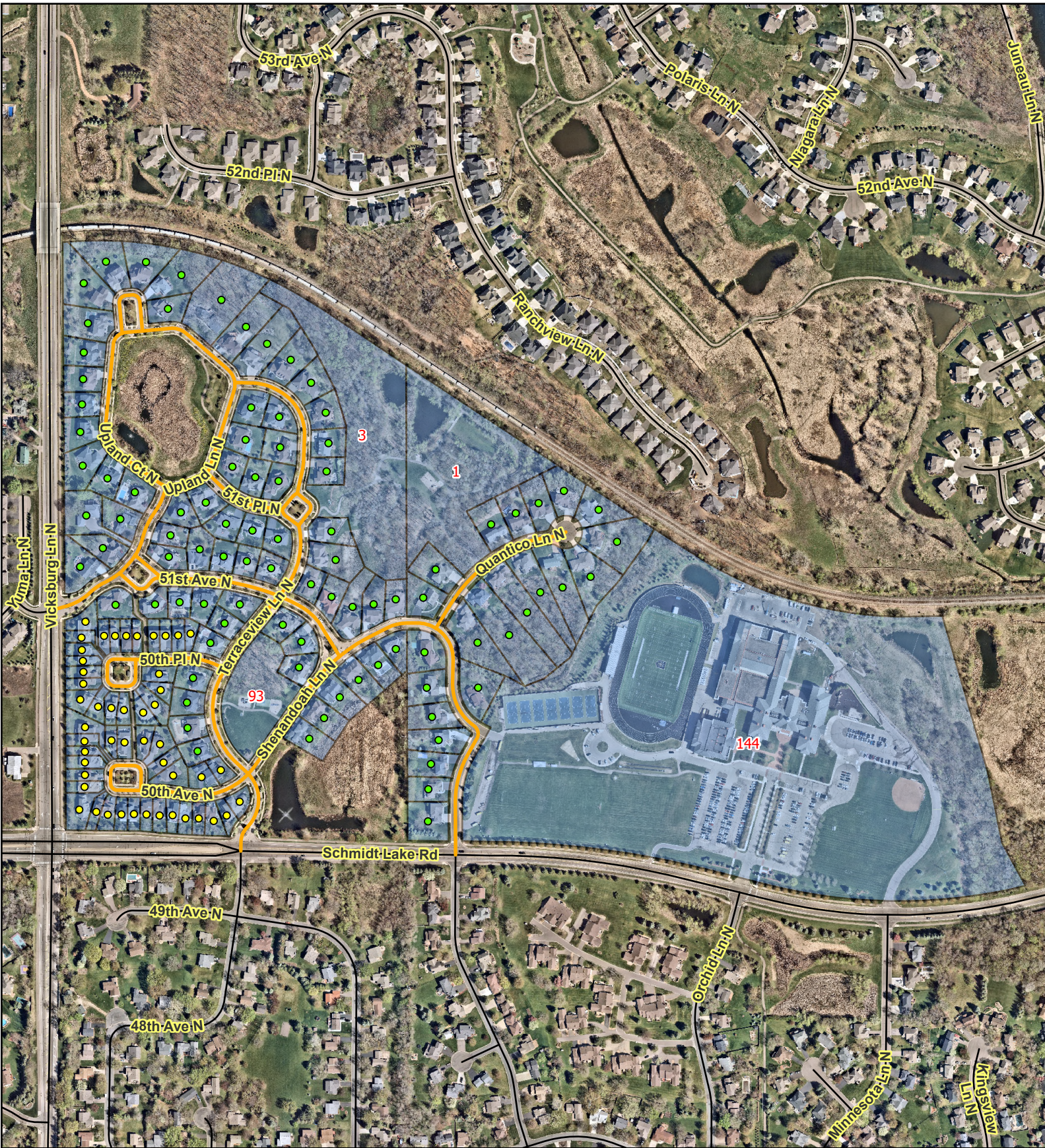
Assessment Roll

PARCEL NO.	PID	PROPERTY OWNER 1	PROPERTY OWNER 2	PROPERTY ADDRESS	PROPERTY CITY, STATE, ZIP	TAXPAYER ADDRESS	TAXPAYER CITY, STATE, ZIP	ASSESSMENT	
397	14-118-22-44-0041	ALAN W JOHNSON		3740 COTTONWOOD LA N	PLYMOUTH MN 55441	3740 COTTONWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
398	14-118-22-44-0042	SPENCER & ABIGAIL DIEHL		3750 COTTONWOOD LA N	PLYMOUTH MN 55441	3750 COTTONWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
399	14-118-22-44-0043	MICAELA KIMBERLY J BOURGEOIS	DEREK T BREDESEN ET AL	3760 COTTONWOOD LA N	PLYMOUTH MN 55441	3760 COTTONWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
400	14-118-22-44-0044	KATHERINE HIGGINS		3770 COTTONWOOD LA N	PLYMOUTH MN 55441	3770 COTTONWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
401	14-118-22-44-0045	JARED SOMMER	STEPHANIE SOMMER	3785 COTTONWOOD LA N	PLYMOUTH MN 55441	3785 COTTONWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
402	14-118-22-44-0046	DAVE BRINKHAUS & TRISHA REED		3775 COTTONWOOD LA N	PLYMOUTH MN 55441	3775 COTTONWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
403	14-118-22-44-0047	ADREAN OSTROVSKY		3765 COTTONWOOD LA N	PLYMOUTH MN 55441	3765 COTTONWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
404	14-118-22-44-0048	DANIEL B TOWEY		3755 COTTONWOOD LA N	PLYMOUTH MN 55441	3755 COTTONWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
405	14-118-22-44-0049	TERRY H JOHNSON	SHARON L JOHNSON	3745 COTTONWOOD LA N	PLYMOUTH MN 55441	3745 COTTONWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
406	14-118-22-44-0050	CARA MCLACHLAN		3735 COTTONWOOD LA N	PLYMOUTH MN 55441	3735 COTTONWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
407	14-118-22-44-0051	RACHEL R NELSON	JONATHAN L NELSON	3725 COTTONWOOD LA N	PLYMOUTH MN 55441	3725 COTTONWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
408	14-118-22-44-0052	JOHN D KIGHTLINGER	ANN M KIGHTLINGER	3715 COTTONWOOD LA N	PLYMOUTH MN 55441	3715 COTTONWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
409	14-118-22-44-0053	ALAN D WESTLUND	DEANNE L WESTLUND	3705 COTTONWOOD LA N	PLYMOUTH MN 55441	3705 COTTONWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
410	14-118-22-44-0054	ERICK ALEJANDRO LEE	ANNA KATHERINE PERSSON	3750 ARROWOOD LA N	PLYMOUTH MN 55441	3750 ARROWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
411	14-118-22-44-0055	BRIAN P & MICHELLE K SWAN		3740 ARROWOOD LA N	PLYMOUTH MN 55441	3740 ARROWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
412	14-118-22-44-0056	TOMMY L DOLAN		3730 ARROWOOD LA N	PLYMOUTH MN 55441	3730 ARROWOOD LANE	PLYMOUTH MN 55441	\$	1,346.96
413	14-118-22-44-0057	BRETT ARNESON		3720 ARROWOOD LA N	PLYMOUTH MN 55441	3720 ARROWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
414	14-118-22-44-0058	MICHAEL J MONAHAN		3710 ARROWOOD LA N	PLYMOUTH MN 55441	3710 ARROWOOD LANE NO	PLYMOUTH MN 55441	\$	1,346.96
415	14-118-22-44-0059	STEVEN H & LINDA SUE CARVEL		3700 ARROWOOD LA N	PLYMOUTH MN 55441	3700 ARROWOOD LA	PLYMOUTH MN 55441	\$	1,346.96
416	14-118-22-44-0060	DANIEL J WESENBERG	CASSANDRA JO CHRISTENSON	11305 37TH AVE N	PLYMOUTH MN 55441	11305 37TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
417	14-118-22-44-0061	DENVER FONTAINE	KENDEL LIMMEA FONTAINE ET AL	11315 37TH AVE N	PLYMOUTH MN 55441	11315 37TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
418	14-118-22-44-0062	SCOT & MOLLY CYBYSKE		11355 37TH AVE N	PLYMOUTH MN 55441	11355 37TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
419	14-118-22-44-0063	SCOTT O DELANO		11345 37TH AVE N	PLYMOUTH MN 55441	11345 37TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
420	14-118-22-44-0064	MICHAEL RITCHIE BIBELHEIMER	AMBER GAYLE BIBELHEIMER	11335 37TH AVE N	PLYMOUTH MN 55441	11335 37TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
421	14-118-22-44-0065	CITY OF PLYMOUTH		11440 37TH AVE N	PLYMOUTH MN 55441	3400 PLYMOUTH BLVD	PLYMOUTH MN 55447	\$	4,040.88
422	14-118-22-44-0069	DREW C NEUVILLE	KRISTIN ANNA NEUVILLE ET AL	3775 ARROWOOD LA N	PLYMOUTH MN 55441	3775 ARROWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
423	14-118-22-44-0070	DAVID TAPIA & EGGAN TAPIA		3765 ARROWOOD LA N	PLYMOUTH MN 55441	3765 ARROWOOD LA N	PLYMOUTH MN 55441	\$	1,346.96
424	14-118-22-44-0071	ROLAND M MILLER	FRANCIE B FEENEY	3900 BALSAM LA N	PLYMOUTH MN 55441	3900 BALSAM LA N	PLYMOUTH MN 55441	\$	1,346.96
425	14-118-22-44-0072	MARK & CAROLE CONFELD		11305 39TH AVE N	PLYMOUTH MN 55441	11305 39TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
426	14-118-22-44-0073	CHARLES G BRUSVEN		3885 BALSAM LA N	PLYMOUTH MN 55441	3885 BALSAM LANE	PLYMOUTH MN 55441	\$	1,346.96
427	14-118-22-44-0074	SCOTT HOLM-HANSEN	CHERYL HOLM-HANSEN	3875 BALSAM LA N	PLYMOUTH MN 55441	3875 BALSAM LA N	PLYMOUTH MN 55441	\$	1,346.96
428	14-118-22-44-0075	ROBERT BROOKS & LEA HOSLEY		3870 BALSAM LA N	PLYMOUTH MN 55441	3870 BALSAM LA N	PLYMOUTH MN 55441	\$	1,346.96
429	14-118-22-44-0076	JEFFREY S & TERYL S HYMES		3880 BALSAM LA N	PLYMOUTH MN 55441	3880 BALSAM LANE	PLYMOUTH MN 55441	\$	1,346.96
430	14-118-22-44-0077	GERRIT WILLIAMS	MELINA MEGARIDIS	11215 39TH AVE N	PLYMOUTH MN 55441	11215 39TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
431	14-118-22-44-0078	JOHN A JOHNSON		11205 39TH AVE N	PLYMOUTH MN 55441	11205 39TH AVE N	PLYMOUTH MN 55441	\$	1,346.96
432	14-118-22-44-0079	KIRK SOLAND/MICHELLE KALIHHER		11330 36TH PL N	PLYMOUTH MN 55441	11330 36TH PL N	PLYMOUTH MN 55441	\$	673.48
433	14-118-22-44-0080	KYLE R KROLL		11340 36TH PL N	PLYMOUTH MN 55441	11340 36TH PL N	PLYMOUTH MN 55441	\$	673.48
434	14-118-22-44-0081	MARK & ROBIN J BLOOM		11350 36TH PL N	PLYMOUTH MN 55441	11350 36TH PL N	PLYMOUTH MN 55441	\$	673.48
435	14-118-22-44-0082	CAROL A HOGAN		11360 36TH PL N	PLYMOUTH MN 55441	11360 36TH PL N	PLYMOUTH MN 55441	\$	673.48
436	14-118-22-44-0083	ASHLEY K REW		11370 36TH PL N	PLYMOUTH MN 55441	11370 36TH PL N	PLYMOUTH MN 55441	\$	673.48
437	14-118-22-44-0084	ROBERT J SHORT	DEBORAH K SHORT	11380 36TH PL N	PLYMOUTH MN 55441	11380 36TH PL N	PLYMOUTH MN 55441	\$	673.48
438	14-118-22-44-0085	MARK FAXVOG		11390 36TH PL N	PLYMOUTH MN 55441	11390 36TH PL N	PLYMOUTH MN 55441	\$	673.48
439	14-118-22-44-0086	JOHN A NYBERG		11400 36TH PL N	PLYMOUTH MN 55441	35396 MARODA DR	CROSS LAKE MN 56442	\$	673.48
440	14-118-22-44-0117	S W & K H CHESEBROUGH		11255 36TH PL N	PLYMOUTH MN 55441	11255 36TH PL N	PLYMOUTH MN 55441	\$	673.48



Assessment Roll

PARCEL NO.	PID	PROPERTY OWNER 1	PROPERTY OWNER 2	PROPERTY ADDRESS	PROPERTY CITY, STATE, ZIP	TAXPAYER ADDRESS	TAXPAYER CITY, STATE, ZIP	ASSESSMENT
441	14-118-22-44-0118	THEODORE M SCHULTE	KAREL L SMITH	11245 36TH PL N	PLYMOUTH MN 55441	11245 36TH PL N	PLYMOUTH MN 55441	\$ 673.48
442	14-118-22-44-0119	WILLIAM J & DIANNE R SMITH		11170 36TH PL N	PLYMOUTH MN 55441	11170 36TH PL N	PLYMOUTH MN 55441	\$ 673.48
443	14-118-22-44-0120	SUSAN M DRAKULIC		11180 36TH PL N	PLYMOUTH MN 55441	11180 36TH PL N	PLYMOUTH MN 55441	\$ 673.48
444	14-118-22-44-0121	PATRICIA A PRYOR-NOLAN		11200 36TH PL N	PLYMOUTH MN 55441	11200 36TH PL N	PLYMOUTH MN 55441	\$ 673.48
445	14-118-22-44-0122	TYLER ANDERSEN		11210 36TH PL N	PLYMOUTH MN 55441	11210 36TH PL N	PLYMOUTH MN 55441	\$ 673.48
446	14-118-22-44-0123	MARILYN A FOSS		11230 36TH PL N	PLYMOUTH MN 55441	11230 36TH PL N	PLYMOUTH MN 55441	\$ 673.48
447	14-118-22-44-0124	DENNIS A WILLEY		11240 36TH PL N	PLYMOUTH MN 55441	11240 36TH PL N	PLYMOUTH MN 55441	\$ 673.48
448	14-118-22-44-0125	THOMAS FITZPATRICK	LORENA WINKLEMAN	11250 36TH PL N	PLYMOUTH MN 55441	11250 36TH PL N	PLYMOUTH MN 55441	\$ 673.48
449	14-118-22-44-0126	SFR II BORROWER 2021-3 LLC		11260 36TH PL N	PLYMOUTH MN 55441	120 S RIVERSIDE PL STE 2000	CHICAGO IL 60606	\$ 673.48
450	14-118-22-44-0127	JAMES M & JANET L LASSELL		11270 36TH PL N	PLYMOUTH MN 55441	11270 36TH PL N	PLYMOUTH MN 55441	\$ 673.48
451	14-118-22-44-0128	TRACY A LUNDHAGEN	TIMOTHY MICHAEL HARRIS	11280 36TH PL N	PLYMOUTH MN 55441	11280 36TH PL N	PLYMOUTH MN 55441	\$ 673.48
452	14-118-22-44-0129	SAMANTHA M CAMPINS		11290 36TH PL N	PLYMOUTH MN 55441	11290 36TH PL N	PLYMOUTH MN 55441	\$ 673.48
453	14-118-22-44-0130	KELSEY BAUSTIAN	DANIEL BAUSTIAN	11310 36TH PL N	PLYMOUTH MN 55441	11310 36TH PL N	PLYMOUTH MN 55441	\$ 673.48
454	14-118-22-44-0131	CARL LINDELL		11320 36TH PL N	PLYMOUTH MN 55441	11320 36TH PL N	PLYMOUTH MN 55441	\$ 673.48
455	14-118-22-44-0132	RICHARD J LINDE		11275 36TH PL N	PLYMOUTH MN 55441	11275 36TH PL N	PLYMOUTH MN 55441	\$ 673.48
456	14-118-22-44-0133	JOANN T STREETER		11265 36TH PL N	PLYMOUTH MN 55441	11265 36TH PL N	PLYMOUTH MN 55441	\$ 673.48
457	14-118-22-44-0135	OLIVIA J PAIKOS		11355 36TH PL N	PLYMOUTH MN 55441	11355 36TH PL N	PLYMOUTH MN 55441	\$ 673.48
458	14-118-22-44-0136	ANTHONY D'AQUISTO	KELLY D'AQUISTO	11345 36TH PL N	PLYMOUTH MN 55441	11345 36TH PL N	PLYMOUTH MN 55441	\$ 673.48
459	14-118-22-44-0138	JAMES H CALKINS	PAULA B NORDHAM	40 ADDRESS PENDING	PLYMOUTH MN 00000	1117 HOLLY LANE	BURNSVILLE MN 55337	\$ 1,346.96
460	23-118-22-11-0003	HAZELDEN FOUNDATION	ATTN VICKIE KELLEY	11505 36TH AVE N	PLYMOUTH MN 55441	BOX 11	CENTER CITY MN 55012	\$ 10,546.33
461	23-118-22-11-0004	MISSION FARMS		3401 MEDICINE LAKE BLVD E	PLYMOUTH MN 55441	3401 MEDICINE LAKE BLVD E	PLYMOUTH MN 55441	\$ 16,877.68
462	33-118-22-44-0031	ONE TWO HOLDING LLC	C/O TONKAWA INC	1 CARLSON PKWY N	PLYMOUTH MN 55447	2 CARLSON PARKWAY SUITE 230	PLYMOUTH MN 55447	\$ 38,911.91
463	33-118-22-44-0032	BRICKSTONE ENTERPRISES LLC		220 CARLSON PKWY N	PLYMOUTH MN 55447	12808 FROST POINT WAY	APPLE VALLEY MN 55124	\$ 27,716.28
464	33-118-22-44-0037	PLYMOUTH COMMERCIAL LLC		210 CARLSON PKWY N	PLYMOUTH MN 55447	16461 59TH PLACE N	PLYMOUTH MN 55446	\$ 21,007.24
465	33-118-22-44-0038	ONE TWO HOLDING LLC	C/O TONKAWA INC	2 CARLSON PKWY N	PLYMOUTH MN 55447	2 CARLSON PKWY STE. 230	PLYMOUTH MN 55447	\$ 69,064.05
466	34-118-22-13-0013	MIKI HOLDING INC		13200 6TH AVE N	PLYMOUTH MN 55441	13200 6TH AVE N	MPLS MN 55441	\$ 52,803.52
467	34-118-22-13-0015	SHAFFER FAMILY LTD PARTNERS		13300 6TH AVE N	PLYMOUTH MN 55441	35346 MARODA DR	CROSS LAKE MN 56442	\$ 30,672.94
468	34-118-22-23-0031	DOMAIN 14100 CARLSON PKYLLC		14100 CARLSON PKWY N	PLYMOUTH MN 55441	2136 FORD PARKWAY #253	ST PAUL MN 55116	\$ 22,206.42
469	34-118-22-24-0005	OLYMPIC STEEL MPLS INC	ATTN CHIEF FINANCIAL OFFICER	625 XENIUM LA N	PLYMOUTH MN 55441	625 XENIUM LA N	PLYMOUTH MN 55441	\$ 48,926.79
470	34-118-22-32-0029	DELANO HOLDINGS LLC	ATTN PAUL KADUE	14000 CARLSON PKWY N	PLYMOUTH MN 55441	3800 WASHINGTON AVE N	MINNEAPOLIS MN 55412	\$ 38,561.74
471	34-118-22-41-0013	ZACHARY A COLBURN	LISA COLBURN	525 PINEVIEW LA N	PLYMOUTH MN 55441	525 PINEVIEW LA N	PLYMOUTH MN 55441	\$ 4,000.00
472	34-118-22-42-0056	OLGA ZAMSARSKAJA	YEVGENIY ISAKOV	13115 6TH AVE N	PLYMOUTH MN 55441	13115 6TH AVE N	PLYMOUTH MN 55441	\$ 4,000.00
473	34-118-22-42-0057	DAREN D SCHWALM		13105 6TH AVE N	PLYMOUTH MN 55441	13105 6TH AVE N	PLYMOUTH MN 55441	\$ 4,000.00
474	34-118-22-42-0060	NFORSI MOUTCHIA	JESSICA MOUTCHIA	13225 6TH AVE N	PLYMOUTH MN 55441	13225 6TH AVE N	PLYMOUTH MN 55441	\$ 4,000.00

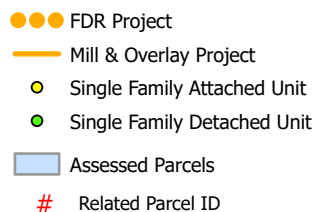


- FDR Project
- Mill & Overlay Project
- Single Family Attached Unit
- Single Family Detached Unit
- Assessed Parcels
- # Related Parcel ID

2025 Street Rehabilitation Project
City Project #ST259002
Assessment Map
Seven Greens/Silverthorne



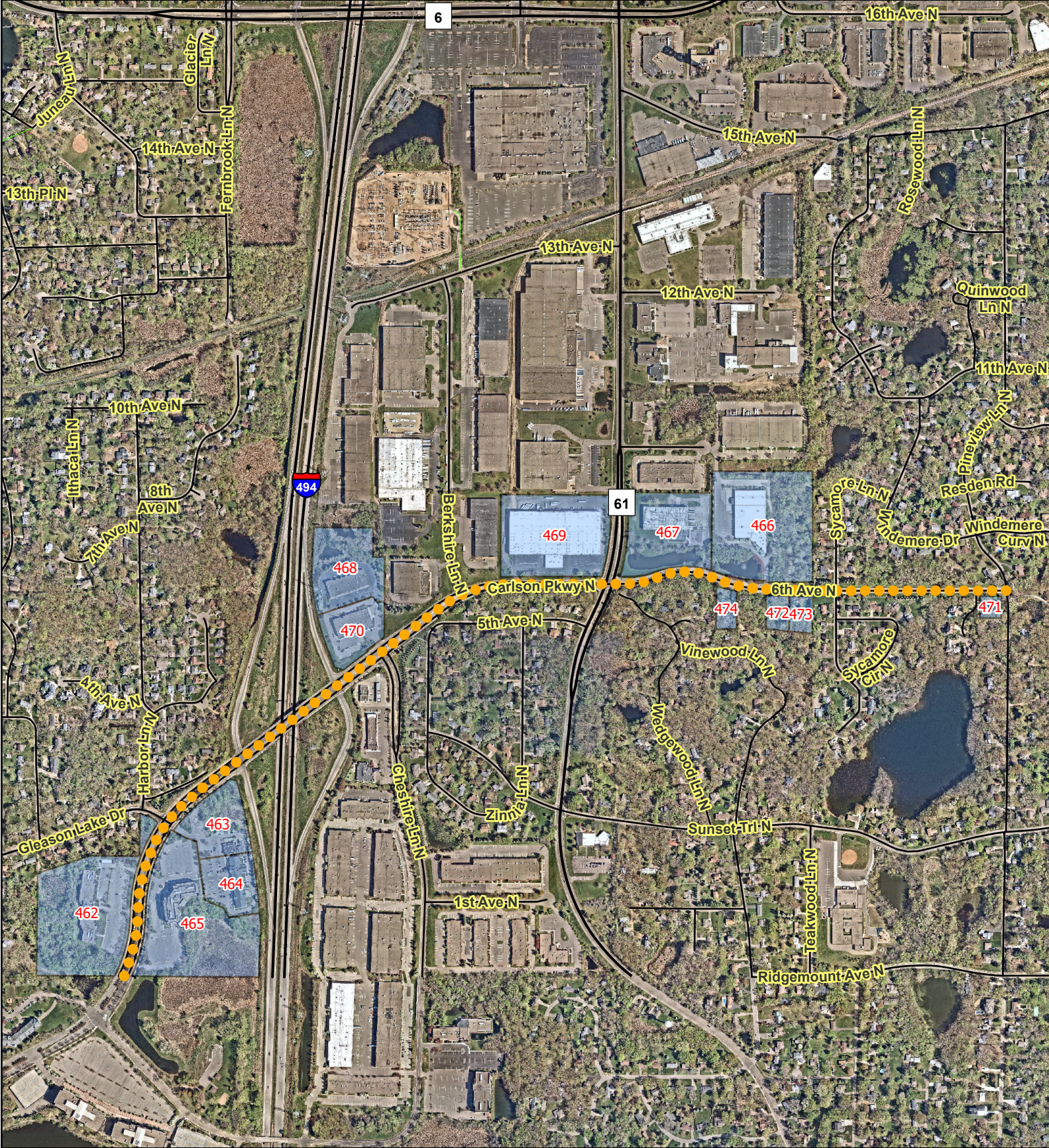
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City of
Plymouth

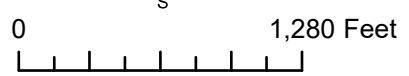


THIS REPRESENTS A COMPILATION OF INFORMATION AND DATA FROM CITY, COUNTY, STATE AND OTHER SOURCES THAT HAS NOT BEEN FIELD VERIFIED. INFORMATION SHOULD BE FIELD VERIFIED AND COMPARED WITH ORIGINAL SOURCE DOCUMENTS.



- FDR Project
- Mill & Overlay Project
- Single Family Attached Unit
- Single Family Detached Unit
- Assessed Parcels
- # Related Parcel ID

2025 Street Rehabilitation Project
City Project #ST259002
Assessment Map
Carlson Pkwy/6th Ave



SUPPLEMENTAL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

1. MASTER AGREEMENT. The parties have previously entered into a Master Agreement for Professional Engineering Services which is incorporated herein by reference. In the event of a conflict between the Master Agreement and this Supplemental Agreement the Supplemental Agreement shall control with respect to the project for which it applies.

2. BACKGROUND.

- A. Date of Supplemental Agreement: April 22, 2025
- B. Owner: City of Plymouth
- C. Engineer: Bolton & Menk, Inc.
- D. Project: 2025 Street Rehabilitation Project
City Project No. ST29002

3. SERVICES. The Engineer shall perform the following services for the Owner as per the Agreement for Engineering Services dated September 10, 2024, and the Scope Amendment dated March 19, 2025 (attached).

4. PAYMENT. The Owner shall pay the Engineer for services rendered under the Supplemental Agreement as follows:

- ☐ Lump sum of: \$ _____
- ☐ Standard hourly rate pursuant to rate schedule on file with the City as of the date of this Supplemental Agreement.
- ☒ Standard hourly rate pursuant to rate schedule included in the proposal with a not to exceed of \$488,540.00, including reimbursable expenses.
Agreement for Engineering Services: \$289,690.00
Supplemental Agreement (4/22/2025): \$198,850.00
 - Extension of construction phase services

5. COMPLETION DATE. Services performed by Engineer pursuant to this Supplemental Agreement must be completed on or before July 1, 2026.

Dated Signed: _____.

CITY OF PLYMOUTH

BY: _____
Jeffry Wosje, Mayor

BY: _____
David Callister, City Manager

Dated Signed: _____

BOLTON & MENK, INC.

BY: _____
Mike Waltman, Municipal Group Leader

REVIEWED BY: _____

Michael Thompson, Public Works Director



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

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

March 20, 2025

Mr. Tony Miller, P.E.
Engineering Project Manager
City of Plymouth
3400 Plymouth Boulevard
Plymouth, MN 55345

Re: Proposal for Professional Engineering Services
2025 Street Rehabilitation Project
Amendment #1 – Construction Phase Services

Mr. Miller:

Building on the final design efforts for the 2025 Street Rehabilitation project, Bolton & Menk has drafted a proposed amendment to our agreement for the construction phase of the project, as requested. Efforts include construction staking, shop drawing review, construction phase startup efforts (including attending and leading a preconstruction meeting), construction administration support (including traffic signal system inspection support), construction phase design revision support as necessary, and as-built survey and record drawing efforts. Our proposed fee for this amendment is \$198,850 for 1,110 proposed hours of labor by Bolton & Menk.

Thank you for allowing Bolton & Menk to submit this proposal for your consideration. Please contact me at (612) 965-3926 or nickam@bolton-menk.com with any questions or comments.

Sincerely,
Bolton & Menk, Inc.

Nicholas J. Amatuuccio, P.E.
Municipal Project Manager | Principal

Cc: Joe Shamla, P.E., Assistant City Engineer, City of Plymouth
Mike Payne, P.E., City Engineer/Deputy Public Works Director, City of Plymouth
Mike Waltman, P.E., Municipal Group Leader | Principal, Bolton & Menk

2025 Street Rehabilitation Amendment 1 – Construction Services

City of Plymouth



PROPOSED SCOPE OF WORK

The work to be performed by the Bolton & Menk under this agreement shall encompass and include detailed work, services, materials, equipment and supplies necessary for construction staking, as-built record production, shop drawing and submittal review, construction phase 'start up', construction administration support, part-time signal system inspection support, and record drawings.

The project consists of roadway, signal, and spot utility improvements along Carlson Parkway and 6th Avenue, and a mill and overlay of two residential neighborhoods (Mission and Seven Greens/Silverthorne). Details of the improvements are identified in the final plans for the 2025 Street Rehabilitation project. Building from the initial scope of work performed by Bolton & Menk for the City of Plymouth on the 2025 Street Rehabilitation project (tasks 1 through 4), work under this amendment addresses engineering and surveying support needs required during the construction phase. The scope of work to be performed for Task 5 – Construction Phase Services is as follows:

TASK 5 – CONSTRUCTION PHASE SERVICES

Construction phase professional engineering and surveying services to be provided by Bolton & Menk are as follows:

Task 5.1 - Construction Staking

Bolton & Menk will complete construction staking as required of the Owner/Engineer specified in the project manual. More specifically, staking will be provided as follows:

1. Storm Sewer: Staking will be furnished and set by Bolton & Menk at 50.0-foot spacing (usually offset for construction) for the storm sewer. Cuts to the proposed pipeline grade will be furnished by the Bolton & Menk. Manholes and catch basins will be staked with an offset and a witness with a cut to the lowest structure invert.
2. Watermain: Staking will be provided at intervals of 50.0-feet. Cuts to the proposed pipeline grade will be furnished by Bolton & Menk, and location staking will be provided for valves and fittings. Hydrants will be staked with an offset and a witness with a cut to the ground elevation at the hydrant. It is assumed that no staking will be provided for valve repairs or valve/hydrant replacement in the same location as the existing valve/hydrant.
3. Curb: Offset staking will be provided with cuts and fills to proposed grade at 50-foot spacing on tangents, and 25-foot spacing on horizontal or vertical curves, shall be furnished and set along curb segments to be replaced at intersection and corners and replacements of 50-foot length or longer. Curb segments shorter than 50-foot length will not be staked.
4. Pedestrian Ramps: Staking will be provided by Bolton & Menk as specified in the plans for pedestrian ramps. Staking will be provided for the curb & gutter including the 0" curb height locations, curb begin radii, curb end radii, and trail/walk connection points to the pedestrian ramps. Bolton & Menk will not be required to stake location and elevation of landings, ramps, domes, and other concrete walk; as those features are required to be laid out by the contractor.
5. Miscellaneous: Signal pole bases will be staked with an offset to the center of the signal pole.
6. Bolton & Menk will provide horizontal and vertical control points on the project's datum.
7. The City's contractor will be responsible for having all areas where stakes need to be set to be clear of debris. The contractor needs to also provide a clear line of sight for staking.
8. The Owner's project representative shall notify Bolton & Menk a minimum of 48 hours in advance of the need for construction stakes on the project, excluding Saturdays, Sundays, and legal holidays. Staking requests submitted after 2pm shall be recorded as being received the next business day.

2025 Street Rehabilitation Amendment 1 – Construction Services

City of Plymouth



9. The City's Contractor shall protect and preserve all such stakes and marks, and Owner will charge the contractor and pay Bolton & Menk expense of resetting all such stakes and marks destroyed or disturbed due to the Contractor's carelessness or negligence. Stakes that are destroyed due to vandalism, erosion or other incidents shall be re-staked by the Bolton & Menk and will be at the OWNER's expense.
10. In the event of apparent or questionable errors or inconsistencies in such stakes set for control of line and/or grade, the Contractor shall promptly notify the Owner of such error or inconsistency and shall not proceed with the work until such stake, grade, or mark shall have been verified or corrected by Bolton & Menk.
11. Bolton & Menk will mark the existing boundary monuments prior to construction if requested by the Owner. The Contractor is responsible for protecting the monuments during construction. If monuments are removed the Bolton & Menk will reset them post construction at the Contractor's expense.
12. All other line and grade staking shall be the responsibility of the City's Contractor. The Contractor shall furnish sufficient equipment and personnel for determination of plan grades, cross sections, course thicknesses, etc.

Task 5.2 – Shop Drawing Review & Construction Phase Startup

Bolton & Menk will review required shop drawings submitted by the contractor, coordinate with contractors, suppliers, and City Staff as necessary, and issue comments or approvals as appropriate. Shop drawing review will be completed based on our review of the final plans and specifications, as well as supplemental conversations with City Staff and research should we identify such needs.

Bolton & Menk will attend and lead the preconstruction meeting, coordinate any remaining permits necessary for construction, and complete transition of private utility relocation coordination to City Staff and the contractor.

Task 5.3 – Construction Phase Administrative Support

Bolton & Menk will provide construction administration support for the project. Bolton & Menk will have qualified and appropriate staff:

1. Attend up to eight (8) construction scheduling meetings during construction.
2. Review and comment on change orders and written directives prepared by others.
3. Review for conformance with design alternatives submitted by the contractor.
4. Assist in review, response, and/or production of temporary traffic control modification desires being contemplated or specifically desired by the City.
5. Visit the site up to four (4) other times during or following the construction effort, at the request of the City, to review constructed elements for compliance with the project documents and intent.
6. Part-time inspection support for the two new signal systems along Carlson Parkway at Cheshire Lane and Gleason Lake Drive during the critical aspects of the traffic signal construction at each intersection. The Owner's project representative shall notify Bolton & Menk a minimum of 48 hours in advance of the need for signal system inspection support.
7. Attend the final walk through for review of substantially completed work and assistance with development of the project punch list.

2025 Street Rehabilitation Amendment 1 – Construction Services

City of Plymouth



During construction, unforeseen conditions can necessitate plan changes or design revision considerations. Bolton & Menk will be available to respond immediately to such needs to avoid contractor delays and associated costs. A budget is included for this potential need, which will be expended on an hourly basis as requested by the City's Project Team.

Task 5.4 – As-Built Survey & Record Drawings

Bolton & Menk will collect as-built survey information on the installed storm sewer components, including elevation data on installed pipes at each structure invert, installed watermain components, including elevation data on installed hydrants, and the signal system components. This information will be incorporated into an as-built plan set, along with construction notes collected by the City and furnished to us, following construction. The record drawings provided by Bolton & Menk will include the streets, typical sections on each street sheet, storm sewer with the profile of each pipe including grades and elevations, signage, and the new signal system components.

PROPOSED FEES

A detailed cost breakdown including hours is shown in the attached Detailed Fee Estimate. Our total proposed hourly not-to-exceed fee for this task is \$198,850.

DETAILED FEE ESTIMATE - PROPOSAL

Client: City of Plymouth
Project: 2025 Street Rehabilitation

WORK TASK DESCRIPTION	Principal-in-Charge	Project Manager	Project Engineer	Construction Project Representative	Transportation Project Manager	Senior Traffic Engineer	Signal/Electrical Inspector	GIS Specialist / Engineering Technician	Principal Land Surveyor	Survey Crew chief	Survey Intern	Senior Survey Technician	Administrative/ Clerical	Total Hours	Total Cost
HOURLY RATE	\$235	\$205	\$185	\$170	\$215	\$195	\$200	\$160	\$210	\$195	\$95	\$155	\$123		
5.0 Construction Phase Services															
5.1 Construction Staking									36	200	120	72	4	432	\$ 69,612
5.2 Shop Drawing Review & Construction Phase Startup	12	40	20	20	8	16		20					16	152	\$ 28,128
5.3 Construction Phase Administrative Support	36	100	40	60	20	40	90						16	402	\$ 78,628
5.4 As-Built Survey & Record Drawings		4	8	20	2	4	10	20	4	40		8	4	124	\$ 22,482
TOTAL PROPOSED - TASK 5	48	144	68	100	30	60	100	40	40	240	120	80	40	1110	\$ 198,850.00
Total Proposed Amount	48	144	68	100	30	60	100	40	40	240	120	80	40	1110	\$ 198,850.00

CITY OF PLYMOUTH

RESOLUTION No. 2025-128

RESOLUTION ORDERING IMPROVEMENT FOR THE 2025 STREET REHABILITATION PROJECT (ST259002)

WHEREAS, the City Council adopted a resolution on the 25th day of February, 2025, which fixed a date for the council hearing on the proposed improvement of the project area including the streets south of and including 52nd Avenue, west of and including Quantico Lane, north of Schmidt Lake Road, and east of Vicksburg Lane, the streets south of 42nd Avenue, west of Zachary Lane, north of and including 36th Avenue, and east of and including Goldenrod Lane. Also included is Carlson Parkway between the city border with Minnetonka and County Road 61 and 6th Avenue between County Road 61 and Pineview Lane by pavement reclamation, pavement mill and overlay, utility repair and improvements, signal improvements, trail replacement, and all necessary appurtenances; and

WHEREAS, a minimum of 10 days mailed notice and two weeks published notice of the hearing was given and the hearing was held thereon the 22nd day of April, 2025, at which all persons desiring to be heard will be given an opportunity to be heard thereon.

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

1. Such improvement is ordered as proposed in the Council resolution adopted April 22, 2025.
2. The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of the tax-exempt bond or other identified sources for this project.

APPROVED by the City Council on this 22nd day of April, 2025.

CITY OF PLYMOUTH

RESOLUTION No. 2025-129

RESOLUTION ADOPTING ASSESSMENTS FOR 2025 STREET REHABILITATION PROJECT (ST259002)

Whereas, pursuant to proper notice duly given as required by law, the City Council met, heard and passed upon all objections to the proposed assessment for the improvement of the project area including the streets south of and including 52nd Avenue, west of and including Quantico Lane, north of Schmidt Lake Road, and east of Vicksburg Lane, the streets south of 42nd Avenue, west of Zachary Lane, north of and including 36th Avenue, and east of and including Goldenrod Lane. Also included is Carlson Parkway between the city border with Minnetonka and County Road 61 and 6th Avenue between County Road 61 and Pineview Lane by pavement reclamation, pavement mill and overlay, utility repair and improvements, signal improvements, trail replacement, and all necessary appurtenances.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessments between \$0 and \$5,000 shall be payable in equal annual installments extending over a period of 5 years, the first of the installments to be payable on or before the first Monday in January, 2026, and shall bear the interest rate of 4.16% per annum for a 5 year assessment period. Therefore, the first installment shall be added interest on the entire assessment from November 1, 2025 until December 31, 2026. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
3. Such assessments between \$5,001 and \$10,000 shall be payable in equal annual installments extending over a period of 10 years, the first of the installments to be payable on or before the first Monday in January, 2026, and shall bear the interest rate of 4.44% per annum for a 10 year assessment period. Therefore, the first installment shall be added interest on the entire assessment from November 1, 2025 until December 31, 2026. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
4. Such assessments over \$10,000 shall be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable on or before the first Monday in January, 2026, and shall bear the interest rate of 4.56% per annum for a 15 year assessment period. Therefore, the first installment shall be added interest on the entire assessment from November 1, 2025 until December 31, 2026. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

5. The owner of any property so assessed may, at any time prior to certification of the assessment to Hennepin County, pay the whole of the assessment on such property with interest accrued to the date of payment to the City of Plymouth Finance Department, except that no interest shall be charged if the entire assessment was paid by October 31, 2025 and the property owner may at any time thereafter, pay the City of Plymouth Finance Division the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made by November 15 or interest will be charged through December 31 of the next succeeding year. The owner of any property so assessed may also, until October 31, 2025, make a partial payment of at least \$100 to the City of Plymouth Finance Division. The remaining unpaid balance will be certified as the new assessment amount. The owner may also at any time prior to November 15, of any year, pay the remaining unpaid principal balance with interest accrued to November 15 of the year in which such prepayment is made.
6. The Clerk shall forthwith transmit a certified duplicate of this assessment to Hennepin County to be extended on the property tax lists of the County. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

The total cost of the improvement assessed by this resolution is \$1,040,401.28.

APPROVED by the City Council on this 22nd day of April, 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 April 22, 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

CITY OF PLYMOUTH

RESOLUTION No. 2025-130

RESOLUTION AWARDING CONTRACT AND APPROVING SUPPLEMENTAL AGREEMENT FOR THE 2025 STREET REHABILITATION PROJECT (ST259002)

WHEREAS, pursuant to an advertisement for bids for the 2025 Street Rehabilitation Project, bids were received, opened and tabulated according to State law, and the following bids were received complying with the advertisement:

Contractor	Base Bid
Northwest Asphalt, Inc.	\$4,891,506.90
Park Construction Company	\$5,208,520.31
North Valley, Inc.	\$5,257,263.43
Bituminous Roadways Inc.	\$5,397,365.50
S.M. Hentges & Sons, Inc.	\$5,679,579.00
GMH Asphalt Corporation	\$6,211,373.13
<i>Engineers Estimate</i>	<i>\$5,797,546.50</i>

WHEREAS, Northwest Asphalt, Inc of Shakopee, MN, is the lowest responsible bidder, complying with the minimum qualifications; and

WHEREAS, the City Engineer recommends awarding the project to Northwest Asphalt, Inc.; and

WHEREAS, Bolton & Menk, Inc. has been designated as engineer for the project; and

WHEREAS, staff believes it to be in the best interest of the city to amend Bolton & Menk, Inc.'s scope to provide additional construction services and support at an additional cost of \$198,850.

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

1. The Mayor and City Manager are authorized and directed to enter into the contract with Northwest Asphalt, Inc of Shakopee, MN, in the name of the City of Plymouth for the 2025 Street Rehabilitation Project according to the plans and specifications therefore approved by the City Council and on file in the office of the City Engineer in the amount of \$4,891,506.90.
2. The Supplemental Agreement with Bolton & Menk, Inc. is hereby approved at an additional cost of \$198,850.
3. The total cost of the project is \$6,690,000 and includes the improvements in the amount of \$5,587,511.11, engineering and administration in the amount of \$822,193, and contingency in the amount of \$280,295.89.

BE IT FURTHER RESOLVED, that the project would be funded from special assessments in the amount of \$1,040,401.28, Street Reconstruction Fund in the amount of \$1,344,308.16, the Municipal State Aid Fund in the amount of \$3,345,000, the Water Fund in the amount of \$379,862.24, the Sewer Fund in the amount of \$212,240.82, and the Water Resources Fund in the amount of \$368,187.50.

APPROVED by the City Council on this 22nd day of April, 2025.

To: Dave Callister, City Manager

Prepared by: Kip Berglund, Senior Planner

Reviewed by: Grant Fernelius, CED Director

Item: **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)**

1. Action Requested:

Adopt resolution for either approval or denial of findings of fact for a zoning ordinance text amendment to add tobacco or e-cigarette shops as a permitted use within the C-3 zoning district. If the resolution for findings of fact is approved, adopt an ordinance amending Chapter 21 to add tobacco or e-cigarette shops as a permitted use in Section 21465 - C-3, highway commercial zoning district, and resolution approving summary publication.

All items require a 4/7 vote for approval. However, the resolution approving summary publication of the ordinance requires a 6/7 vote for approval.

2. Background:

On February 19, 2025, the Planning Commission conducted a public hearing on this matter and subsequently voted 4 to 2 to recommend approval of the request. Other than the applicant, there was nobody from the public that spoke on the item.

The applicant stated that he does want to open a shop in Plymouth and feels that C-3 properties make sense for the proposed use, as they are generally located along highways and further from neighborhoods and schools. He confirmed that if he were to open a shop in Plymouth, the tobacco products that would be sold would be as approved by the city and state.

The Planning Commission asked why tobacco shops are a listed permitted use in the C-2 and C-4 but not C-3 zoned properties. Staff replied that it is unknown why tobacco

shops are not a listed permitted use in the C-3, as other age-restricted uses like liquor stores are permitted in the C-3 zoning district. The Planning Commission also asked whether there is a limit on the number of tobacco shops, similar to the limit on the number of cannabis retailers, and questioned the benefit of allowing more properties to sell products that are addictive in nature. Staff replied that there currently is not a limit on the number of tobacco shops, like what was recently adopted for cannabis retailers. Staff noted that tobacco products can currently be sold as an accessory use in the C-3 zoning district with a city-issued license, and that there are several convenient stores/gas stations located in the C-3 zoning district that obtain licenses to sell tobacco products.

On March 13, 2025, the council tabled the item to April 22, to allow staff to research and determine whether the number of tobacco licenses is limited in other communities, and to create graphics that show potential buffering from schools for tobacco licensing, like what is done currently for liquor licenses. In surveying 24 metro cities, seven of those cities have license caps per the attached tobacco license survey data. Staff has also attached maps showing the location of existing tobacco license holders, a 500-foot buffer around each school and the locations zoned C-3 Highway Commercial, C-2 Neighborhood Commercial, and C-4 Community Commercial.

Since limiting the number of tobacco licenses or buffers from tobacco shop locations relates to licensing requirements and not zoning regulations, staff recommends council only take action on the zoning ordinance text amendment request as part of this agenda item. If council wishes to further discuss potential tobacco licensing changes, staff recommends that the council schedule a future study session to allow for time to notify affected business owners of the potential licensing changes that were not made as part of the current request.

Staff recommends that the council approve or deny the current zoning ordinance text amendment request to add tobacco or e-cigarette shops as a permitted use within the C-3 zoning district.

3. Budget Impact:

Not applicable.

4. Attachments:

1. City Council Minutes 03-13-2025
2. Planning Commission Minutes 02-19-2025
3. Planning Commission Staff Report
4. Section 21465 - C-3 Highway Commercial
5. Zoning Map - C-2 C-3 and C-4 Properties
6. Zoning Map - C-3 Properties
7. Tobacco License Survey
8. 2025 Tobacco Licenses - C-3 Properties
9. 2025 Tobacco Licenses - C-2 & C-4 Properties

10. 2024 Tobacco Compliance Report
11. Application
12. ZOTA Responses
13. Ordinance (Not Approved)
14. Resolution - Findings of Fact - Approve (Not Approved)
15. Resolution - Summary Publication (Not Approved)
16. City Council Resolution 2025-131

Approved 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.



Jodi Gallup, City Clerk/Administrative Coordinator

Proposed Minutes Planning Commission Meeting February 19, 2025

Chair Boo 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 February 19, 2025.

COMMISSIONERS PRESENT: Chair Michael Boo, Marc Anderson, Julie Olson, Bill Wixon, Josh Fowler, and Neha Markanda

COMMISSIONERS ABSENT: Kevion Ellis

STAFF PRESENT: Senior Planner Kip Berglund and Community and Economic Development Director Grant Fernelius.

Chair Boo led the Pledge of Allegiance.

Call to Order

Public Forum

Approval of Agenda

Motion was made by Commissioner Anderson and seconded by Commissioner Olson to approve the agenda. With all Commissioners voting in favor, the motion carried.

Consent Agenda

(4.1) Planning Commission minutes from meeting held on February 5, 2025.

Motion was made by Commissioner Fowler and seconded by Commissioner Wixon to approve the consent agenda. With all Commissioners voting in favor, the motion carried.

Public Hearing

(5.1) Zoning ordinance text amendment request to allow tobacco or e-cigarette shops as a permitted use in the C-3 (highway commercial) zoning district (Heitham Zemam – 2025001)

Senior Planner Berglund presented the staff report.

Commissioner Olson asked if there is a limit on the number of tobacco shops, similar to the limit on the number of cannabis retailers.

Senior Planner Berglund replied that there is not currently a limit on the number of tobacco shops.

Commissioner Anderson asked why this is being considered.

Senior Planner Berglund replied that the applicant approached the city with this request, as he feels that the C3 properties would be able to accommodate this type of use based on other uses within the district.

Commissioner Markanda asked if there is comparative data from other communities.

Senior Planner Berglund replied that staff did not research a comparison of other communities, however, tobacco shops are a common permitted use within similar zoning districts in other communities.

Commissioner Olson asked why the city would not use a conditional use permit (CUP) rather than changing the zoning.

Senior Planner Berglund replied that a tobacco shop is a listed permitted use in C2 and C4, but the use is not listed as permitted or conditional within the C3 district therefore, a CUP would not be the appropriate tool, and a text amendment would be needed to allow that type of use. He clarified that tobacco sales can be an accessory use within the C3 district.

Chair Boo asked why tobacco shop was not included in the C3 district, noting that cannabis is also not allowed within C3.

Senior Planner Berglund stated that one of the criteria to consider whether cannabis sales would be allowed in a district was whether tobacco shops were allowed, therefore, the C3 district was not included for cannabis. He stated that he is unsure why tobacco shops were not listed as a permitted use in C3. He stated that it would seem to make sense to allow this use based on the other allowed uses within the district.

Commissioner Wixon referenced the statement that there are already 37 tobacco licenses in Plymouth and asked the benefit for the community by allowing additional products that are addictive in nature.

Chair Boo introduced the applicant, Heitham Zemam, who stated that he recognizes that while these businesses are essential to some adults, they should also be kept away from neighborhoods and schools. He stated that C3 is near the highway and would allow tobacco businesses to be in a better location where liquor stores are also allowed. He stated that expanding the use within the C3 district would allow a location for those businesses further from neighborhoods.

Commissioner Olson asked if the applicant owned other shops.

Mr. Zemam replied that he does own another shop, and he does want to open a shop in Plymouth. He stated that in his search for available properties, he was surprised to learn that the use was allowed in a district closer to neighborhoods but not along the highway and, therefore, applied for the text amendment as he felt that the highway location would be a better fit. He confirmed that his other location is similarly located in a commercial/highway area.

Commissioner Markanda asked if this use would still be allowed in C2 and C4.

Senior Planner Berglund replied that is correct, they would not take any uses away from other districts and would simply be adding this to C3.

Commissioner Markanda stated that she agrees that this use is better suited away from neighborhoods but noted that this would simply be an expansion of the use if it is not removed from other districts. She asked the types of vapes that would be sold.

Mr. Zemam replied that the shop would sell the vapes approved by the city and state. He stated that the store would focus more on tobacco products such as cigars and loose tobacco.

Commissioner Markanda asked if a flavored vape, which could be appealing to young people, would be sold.

Mr. Zemam replied that, as far as he is aware, the flavored vapes are allowed to be sold by the city. He noted that further supports his request to push these stores further from neighborhoods.

Commissioner Fowler asked if people coming into the store are age-verified when they enter the store or when they make a purchase.

Mr. Zemam replied that he asks for identification once people enter the store. He noted that at a gas station, anyone can enter the store, and tobacco products are sold.

Chair Boo opened the public hearing.

No comments.

Chair Boo closed the public hearing.

Chair Boo commented that, on the surface, it would make sense that this use be allowed within the C3 district, and he did not understand why the use was not originally included. He stated that while it would sense to make more sense to remove the use from the neighborhood commercial district, that is not the question before them. He stated that while he also struggles with whether this is a business they want to promote, that is not the question before them.

Commissioner Fowler stated that you could say that tobacco sales go against the higher-level vision goals for the community, but if tobacco sales are already allowed as an accessory use in the district and within the C2 and C4 districts, it would make sense to add the use. He stated that whether there should be a limit on the number of tobacco licenses would be a separate discussion of the city council.

Commissioner Olson stated that she would support the request as this would provide visibility for a small business, and the business would be located in a commercial district. She stated that whether or not members of the commission would purchase the product is not part of the discussion.

Motion was made by Boo, and seconded by Commissioner Fowler, to recommend approval of the zoning ordinance text amendment to allow tobacco or e-cigarette shops as a permitted use in the C-3 (highway commercial) zoning district. With a vote of 4 ayes - 2 nays (Markanda and Wixon opposed), the motion carried.

It was noted that this item will move forward for review by the City Council at its March 11, 2025, meeting.

New Business

Community and Economic Development Director Fernelius provided an update on recent actions of the city council related to planning commission cases and other items of interest.

Adjournment

Chair Boo adjourned the meeting at 7:35 p.m.

To: Plymouth Planning Commission

From: Kip Berglund, Senior Planner (763-509-5453)
Community and Economic Development Department

Subject: Hietham Zemam
Text amendment to the C-3 (highway commercial) zoning district - 2025001

Deadline: May 6, 2025

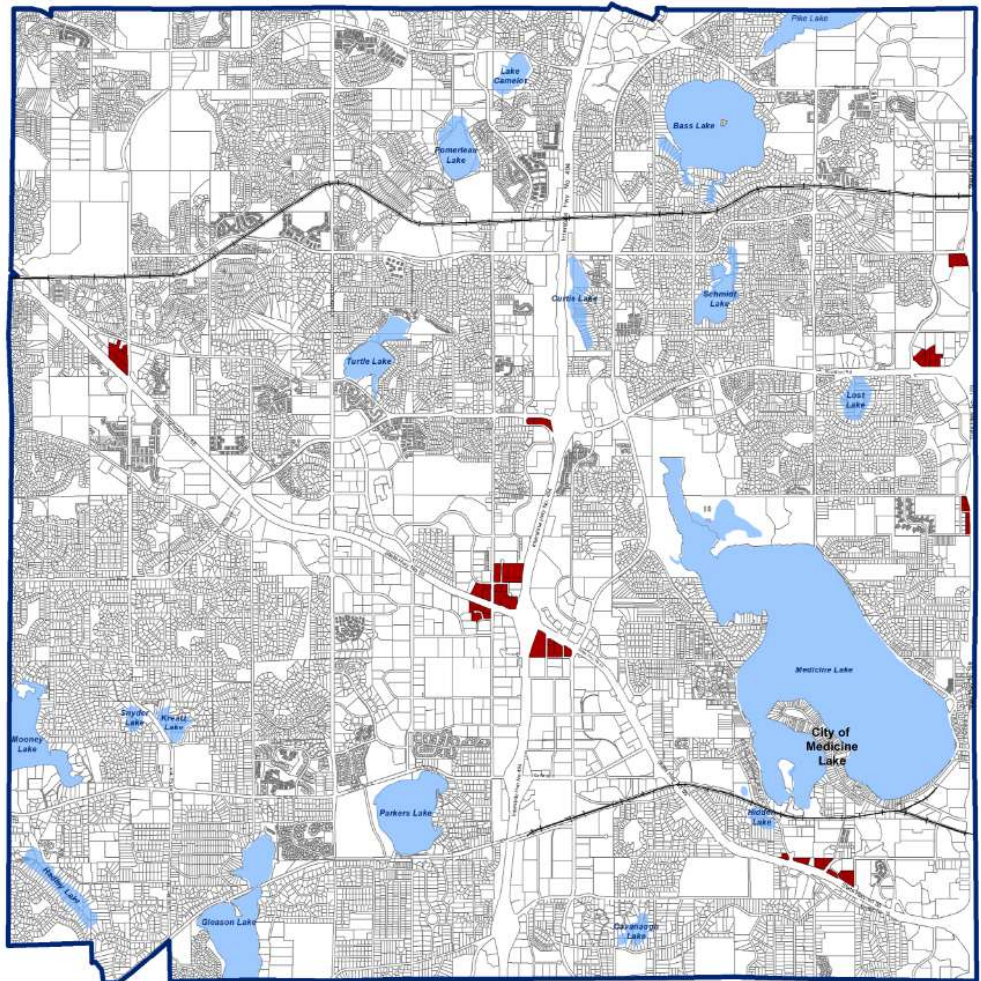
Summary

Request for a zoning ordinance text amendment to allow tobacco or e-cigarette shops as a permitted use in the C-3 (highway commercial) zoning district, where they are currently allowed as an accessory use.

A map showing the C-3 properties in red is included to the right for reference on the C-3 zoning district context.

Recommended Action

Community and Economic Development Department staff is recommending approval of the zoning ordinance text amendment to allow tobacco or e-cigarette shops as a permitted use in the C-3 (highway commercial) zoning district.



Analysis of Request

The applicant is requesting approval of zoning text amendments to allow tobacco or e-cigarette shops as a permitted use in the C-3 (highway commercial) zoning district, where tobacco products are currently only allowed to be sold as an accessory use within the C-3 zoning district.

This change would allow tobacco or e-cigarette shops to be standalone uses. Currently, other permitted uses within the C-3 zoning district, are allowed to sell tobacco products as an accessory use. For example, there are several convenience stores/gas stations, located in the C-3 zoning district that sell tobacco products.

The applicant states that properties located in the C-3 zoning district are appropriate for tobacco or e-cigarette shops because they are typically located along highways or major intersections which are generally further away from schools and residential areas unlike properties within the C-2 or C-4 districts that currently allow tobacco and e-cigarette shops. In addition, the C-3 zoning district allows off-sale liquor stores as a permitted use, which is also an age restricted use (21 years old and over), like tobacco is. Both liquor and tobacco require City Council approved licenses.

In 2025, 38 tobacco licenses have been issued for the following categories:

- Gas Stations/Convenience Stores – 17
- Liquor Stores – 9
- Grocery – 7
- Tobacco/Smoke or E-Cigarettes - 5

Zoning Ordinance Text Amendments

The C-2 (neighborhood commercial) and C-4 (community commercial) currently allow tobacco or e-cigarette shops as a permitted use. The sale of tobacco products is allowed as an accessory use in the other commercial zoning districts.

The City's commercial land uses occupy a relatively small amount of the City's land area, just over five percent. Staff notes that the proposed permitted use is allowed in similar zoning districts, and that tobacco products are currently permitted to be sold in the C-3 zoning district. The C-3 zoned properties are located along the major roadways and the proposed use would fit in with other permitted uses within the district.

When considering a text amendment to the zoning ordinance, the Planning Commission must determine whether or not the proposed use would: 1) be compatible with other permitted and conditional uses of the district; 2) be consistent with the purpose and intent of the district; 3) have adequate infrastructure; 4) have adequate buffer or transition provided between potentially incompatible districts.

The purpose of the C-3 districts is to provide for the establishment of service and limited retail businesses primarily oriented toward motorists and requiring high volumes of traffic and visibility from major roadways.

The proposed text amendment for the C-3 zoning district is as follows:

Section 21465 – C-3, Highway Commercial District:

21465.03 – Permitted Uses

The following are permitted uses in the C-3 District

Subd. 37. Tobacco or E-Cigarette Shops.

Findings:

Staff has reviewed the text amendment request according to the standards listed in Section 21010.01, Subd. 6 of the zoning ordinance and has made the following findings:

1. The proposed use is consistent with the Plymouth Comprehensive Plan. The commercial zoning districts currently allow tobacco products to be sold as an accessory use and two districts allow standalone tobacco or e-cigarette shops.
2. The proposed use meets the purpose and intent of the ordinance as the comprehensive plan does envision this type of use.
3. There is adequate infrastructure available to serve the proposed use.
4. There is an adequate buffer or transition provided between potentially incompatible districts.

Level of Discretion in Decision-Making

The City has a high level of discretion in approving amendments to the zoning ordinance. Amendments to the zoning ordinance must be consistent with the City's comprehensive plan and compatible with other policies, uses and provisions of the zoning ordinance.

Public Notice

Notice of the public hearing was published in the city's official newspaper (Sun Sailor).

SECTION 21465. - C-3, HIGHWAY COMMERCIAL DISTRICT

21465.01. - Purpose.

The purpose of the C-3, Highway Commercial District is to provide for the establishment of service and limited retail businesses primarily oriented toward motorists and requiring high volumes of traffic and visibility from major roads.

(Amended by Ord. No. 2000-09, 03/21/00)

21465.03. - Permitted Uses.

The following are permitted uses in the C-3 District:

- Subd. 1. Amusement centers.
- Subd. 2. Auto accessory stores (not including service).
- Subd. 3. Automobile detailing shops.
- Subd. 4. 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. 5. Beauty salons and day spas.
- Subd. 6. Bicycle sales and repair.
- Subd. 7. Breweries with a taproom.
- Subd. 8. Brewpub restaurants (no drive-in or drive-through service).
- Subd. 9. Bus/transit stations or terminals without vehicle storage.
- Subd. 10. Candy, ice cream, popcorn, nuts, frozen desserts, and soft drink sales.
- Subd. 11. Commercial recreation, indoor (e.g., bowling alleys, roller rinks).
- Subd. 12. Convenience grocery markets (without motor fuel facilities or delicatessen food service).
- Subd. 13. Copy/printing services (excludes printing presses and publishing facilities).
- Subd. 14. Delicatessens/coffee houses without drive-through service.
- Subd. 15. Dining restaurants (no drive-in or drive-through service).
- Subd. 16. Dry cleaning pick up and laundry pick up stations including incidental repair but not including processing.
- Subd. 17. Essential services not including structures, except those requiring administrative permits or conditional use permits pursuant to Section 21160 of this Chapter.
- Subd. 18. Furniture stores containing less than 5,000 square feet of gross floor area.

- Subd. 19. Governmental and public utility (essential service) buildings and structures, including public works type facilities, excluding outdoor storage.
- Subd. 20. Hotels.
- Subd. 21. Liquor, off sale, pursuant to the required liquor license.
- Subd. 22. Locksmiths.
- Subd. 23. Offices, administrative/commercial.
- Subd. 24. Offices/clinics for medical, dental, or chiropractic services.
- Subd. 25. Pet sales, supplies and grooming.
- Subd. 26. Prepared food restaurants: delivery and/or take out only, with no interior seating.
- Subd. 27. Private clubs (may serve food and beverages).
- Subd. 28. Reception halls/event centers, with or without catering services.
- Subd. 29. Religious institutions such as churches, chapels, temples, synagogues, mosques limited to worship and directly related social events.
- Subd. 30. Sexually oriented businesses - accessory or principal (as regulated by Section 21195 of this Chapter).
- Subd. 31. Shoe repair.
- Subd. 32. Sporting goods and recreational equipment sales, not including motorized vehicles or boats.
- Subd. 33. Sports and fitness clubs.
- Subd. 34. Tailoring services.
- Subd. 35. Tanning salons.
- Subd. 36. Therapeutic massage.
- Subd. 37. Tutoring/learning centers
- Subd. 38. Veterinary clinics and related indoor kennel.

(Amended by Ord. No. 2000-09, 03/21/00; Ord. No. 2001-06, 02/13/01; Ord. No. 2001-28, 08/14/01; Ord. No. 2002-27, 08/13/02; Ord. No. 2002-32, 11/26/02; Ord. No. 2004-11, 07/27/04; Ord. No. 2005-01, 01/11/05; Ord. No. 2006-04, 02/07/06; Ord. No. 2007-05, 01/23/07; Ord. No. 2008-09, 03/25/08; Ord. No. 2009-07, 05/12/09; Ord. No. 2010-01, 02/23/10; Ord. No. 2011-05, 02/22/11; Ord. No. 2011-22, 07/26/11; Ord. No. 2012-05, 02/28/12; Ord. No. 2013-11, 04/23/13; Ord. No. 2013-19, 06/25/13; Ord. No. 2014-12, 02/25/14; Ord. No. 2016-11, 04/26/16; Ord. No. 2019-01, 02/12/19; Ord. No. 2020-11, § 35, 10/13/2020; Ord. No. 2022-10, § 36, 8/16/2022)

21465.05. - Accessory Uses.

The following are permitted accessory uses within the C-3 District.

- Subd. 1.

Accessory buildings and structures for a use accessory to the principal use provided such structure shall not exceed 30 percent of the gross floor space of the principal use.

Subd. 2. Accessory uses incidental and customary to the uses listed as permitted, conditional, interim, and uses by administrative permit in this Section.

Subd. 3. Electric Vehicle Supply Equipment, as regulated by Section 21120.02. Subd. 10 of this Chapter.

Subd. 4. Fences, as regulated by Section 21130 of this Chapter.

Subd. 5. Off-street parking and off-street loading as regulated by Section 21135 of this Chapter, but not including parking of semi-trailers or semi-trailer trucks.

Subd. 6. 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 federally licensed amateur radio stations, as regulated by Section 21175 of this Chapter.

Subd. 7. Roof-Mounted Solar Energy Systems, as regulated by Section 21173 of this Chapter.

Subd. 8. Signs, as regulated by Section 21155 of this Chapter.

(Amended by Ord. No. 2008-09, 03/25/08; Ord. No. 2009-07, 05/12/09; Ord. No. 2011-22, 07/26/11; Ord. No. 2024-22, § 39, 9/24/2024)

21465.07. - Conditional Uses.

The following are conditional uses in the C-3 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. Accessory retail, accessory rental, or accessory service activity other than that allowed as a permitted use or conditional use within this Section, provided that:

- (a) Such accessory use is allowed as a permitted use in a commercial district.
- (b) Such accessory use does not occupy more than 50 percent of the gross floor area of its associated principal use, or more than 2,500 square feet, whichever is less.

Subd. 2. Antennas not located upon an existing structure or existing tower, as regulated by Section 21175 of this Chapter.

Subd. 3. Buildings in excess of height limitations as specified in Section 21465.13 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. 4. Commercial car washes (drive-through, mechanical and self-service as a principal or accessory use) with one or more bays provided that:

- (a) Stacking space is provided to accommodate an appropriate number of vehicles and shall be subject to the approval of the City Council.
- (b) The entire area shall have a drainage system which is subject to the approval of the City and gives special consideration to the prevention of ice buildup during winter months.

Subd. 5. Convenience grocery markets with prepared food and/or motor fuel sales with accessory car wash (no vehicle service or repair), provided that:

- (a) Convenience/deli food is of the take-out type only and that no provision for seating or consumption on the premises is provided. Furthermore, that the enclosed area devoted to such activity, use and merchandise shall not exceed 15 percent of the gross floor area.
- (b) The storage, preparation and serving of food items are subject to the approval of the Zoning Administrator who shall provide specific written sanitary requirements based upon the applicable State and County regulations.
- (c) That the proximate area and location of space devoted to non-automotive merchandise sales shall be specified in the application and in the conditional use permit. Outdoor display of merchandise shall be allowed by administrative permit, pursuant to Section 21465.11, Subd. 5 of this Chapter.
- (d) The off-street loading space(s) and building access for delivery of goods shall be separate from customer parking and entrances and shall not cause conflicts with customer vehicles and pedestrian movements.
- (e) Hours of operation: The hours of operation for a convenience grocery market shall be limited to 6:00 a.m. to 11:00 p.m., unless extended by the Council as part of the conditional use permit. Unless otherwise limited or prohibited by the Council as part of the conditional use permit, the hours of operation for pay-at-the-pump motor fuel sales may be 24 hours per day.
- (f) Motor fuel facilities shall be installed in accordance with State and City standards. Additionally, adequate space shall be provided to access gas pumps and to allow maneuverability around the pumps. Underground fuel storage tanks are to be positioned to allow adequate access by motor fuel transports and unloading operations which do not conflict with circulation, access and other activities on the site. Fuel pumps shall be installed on pump islands.
- (g) A protective canopy located over pump islands may be an accessory structure on the property and may be located 20 feet or more from the front lot line, provided adequate visibility both on and off site is maintained.

(h)

All canopy lighting for motor fuel station pump islands shall be recessed or fully shielded. Luminaires for pump islands shall comply with Section 21105.06 of this Chapter.

- (i) Litter Control. The operation shall be responsible for litter control within 300 feet of the premises and litter control is to occur on a daily basis. Trash receptacles must be provided at a convenient location on site to facilitate litter control.
- (j) All pumps and any related canopy shall be set back at least 300 feet from residentially zoned or guided property, unless screened by an intervening building or located across an arterial or major collector roadway from residentially zoned or guided property.
- (k) Accessory Car Wash/Vacuums.
 - (1) No more than one car wash bay shall be allowed.
 - (2) The car wash shall be designed to be an integral part of the principal building, and may not be a separate freestanding structure.
 - (3) The site shall provide stacking space for the car wash. The amount of stacking space shall take into account the type of car wash and the amount of time it takes to wash a vehicle. Stacking spaces shall not interfere with parking spaces or traffic circulation.
 - (4) The exit from the car wash shall have a drainage system which is subject to the approval of the City and gives special consideration to the prevention of ice build-up during winter months.
 - (5) Neither the car wash nor an accessory vacuum shall be located within 300 feet of any residentially zoned or guided property, unless completely screened by an intervening building or located across an arterial or major collector roadway from residentially zoned or guided property.
 - (6) Both the car wash and accessory vacuum shall conform to noise regulations as defined in Section 21105.10 of this Chapter.

Subd. 6. Day care facilities as a principal or accessory use, provided that the use complies with Section 21150 of this Chapter.

Subd. 7. Delicatessens/coffee houses with drive-through service, provided that:

- (a) The operation shall be responsible for litter control within 300 feet of the premises and litter control is to occur on a daily basis. Trash receptacles must be provided at a convenient location on site to facilitate litter control.
- (b) The drive-through operation shall comply with the performance standards listed in Section 21120.04, Subd. 3 of this Chapter.

Subd. 8. Drive-in and/or drive-through restaurants, provided that:

- (a)

The storage, preparation and service of food items are subject to the approval of the Zoning Administrator who shall provide specific written sanitary requirements based upon applicable State and County requirements.

- (b) Litter Control. The operation shall be responsible for litter control within 300 feet of the premises and litter control is to occur on a daily basis. Trash receptacles must be provided at a convenient location on site to facilitate litter control.
- (c) These facilities shall be located only on sites having direct access to a minor arterial street, collector or service road.
- (d) The applicant shall demonstrate that such use will not significantly lower the existing level of service on streets and intersections.
- (e) Alcoholic beverages shall not be sold or served.
- (f) Drive-through service windows may be allowed subject to the performance standards stipulated in Section 21120.04, Subd. 3 and Section 21135 of this Chapter.

Subd. 9. Dry cleaners with accessory processing facilities provided that:

- (a) The business does not exceed 3,000 square feet.
- (b) The retail portion of the tenant space (including the counter area and clothing storage) occupies a minimum of 25 percent of the total gross floor area of the building or lease area.
- (c) The use generates no or minimal hazardous waste, as determined by Hennepin County.

Subd. 10. Entertainment, live; in association with a restaurant.

Subd. 11. Essential services requiring a conditional use permit pursuant to Section 21160 of this Chapter.

Subd. 12. 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. 13. Laundromats, self-service washing and drying, provided that the hours of operation are limited to 7:00 a.m. to 10:00 p.m.

Subd. 14. Motor vehicle fuel sales (excluding those accessory to a convenience grocery market); and automobile repair—minor provided that:

- (a) Regardless of whether the dispensing, sale or offering for sale of motor fuels and/or oil is incidental to the conduct of the use or business, the standards and requirements imposed by this Section for motor fuel stations shall apply. These standards and requirements are, however, in addition to other requirements which are imposed for other uses of the property.

- (b) Motor fuel facilities shall be installed in accordance with State and County standards. Additionally, adequate space shall be provided to access gas pumps and to allow maneuverability around the pumps. Underground fuel storage tanks are to be positioned to allow adequate access by motor fuel transports and unloading operations which do not conflict with circulation, access and other activities on the site.
- (c) Whenever fuel pumps are to be installed, pump islands shall be installed. Pump islands and their related parking and maneuvering aisle shall be located no closer to the street or adjacent property lines than this Chapter allows for parking spaces, provided that such location does not encroach upon street right-of-way, pedestrian areas, or adjacent property.
- (d) A protective canopy located over pump islands may be an accessory structure on the property and may be located 20 feet or more from the front lot line, provided adequate visibility both on and off site is maintained. All canopy lighting for motor fuel station pump islands shall be recessed or fully shielded. Luminaires for pump islands shall comply with Section 21105.06 of this Chapter.
- (e) There shall be no outdoor service operation of lubrication equipment, hydraulic lifts of service pits, tire changing, drive systems repair and tuning, or similar operations.
- (f) No outside storage shall be allowed except as specifically allowed by separate administrative use permit, pursuant to item (h) below and Section 21465.11, Subd. 7 of this Chapter.
- (g) Sale of products other than those specifically mentioned in this sub-section shall be limited to those allowed in this district and shall be subject to approval as part of the conditional use permit.
- (h) No outside storage of parts, equipment, or inoperable vehicles shall be allowed.
- (i) Unless otherwise limited or prohibited by the Council as part of the conditional use permit, the hours of operation for pay-at-the-pump motor fuel sales may be 24 hours per day.

(Amended by Ord. No. 2000-09, 03/21/00; Ord. No. 2002-32, 11/26/02; Ord. No. 2006-04, 02/07/06; Ord. No. 2006-27, 10/10/06; Ord. No. 2008-09, 03/25/08; Ord. No. 2009-07, 05/12/09; Ord. No. 2012-05, 02/28/12; Ord. No. 2013-11, 04/23/13; Ord. No. 2013-13, 04/23/13; Ord. No. 2013-27, 10/22/13; Ord. No. 2016-11, 04/26/16; Ord. No. 2019-01, 02/12/19)

21465.09. - Interim Uses.

Subject to applicable provisions of this Chapter, the following are interim uses in the C-3 District and are governed by Section 21020 of this Chapter.

Subd. 1. Reserved.

(Amended by Ord. No. 2019-01, 02/12/19)

21465.11. - Uses by Administrative Permit.

Subject to applicable provisions of this Section, performance standards established by this Chapter, and processing requirements of Section 21025, the following are uses allowed in the C-3 District by administrative permit as may be issued by the Zoning Administrator:

- Subd. 1. Antennas located upon an existing structure or existing tower, as regulated by Section 21175 of this Chapter.
- Subd. 2. Essential services requiring a permit as provided by Section 21160 of this Chapter.
- Subd. 3. Essential Service structures (as defined by Section 21005 of this Chapter) that do not exceed five feet in height or 20 square feet in area, necessary for the health, safety and general welfare of the City, excluding public works type facilities and uses, provided that:
 - (a) Equipment is completely enclosed in a permanent structure with no outside storage.
 - (b) Landscaping is provided to screen any such structure.
- Subd. 4. Ground-Mounted Solar Energy Systems, as regulated by Section 21173 of this Chapter.
- Subd. 5. Other uses of the same general character as those listed as a permitted use in this District.
- Subd. 6. Outdoor display (permanent) of seasonal or convenience items (e.g., windshield washer fluid, softener salt) as an accessory use in association with an allowed principal use provided that:
 - (a) The area so occupied shall not exceed ten percent of the gross floor area of the principal building or 100 square feet, whichever is less.
 - (b) No display of merchandise shall occur within the required front, rear, or side yards.
 - (c) Such outdoor display of merchandise shall be limited to the area of customer entrances or within pump islands.
 - (d) Such outdoor display of merchandise shall not exceed five feet in height.
 - (e) Such outdoor display area shall be included in the calculations for parking spaces required for the use and shall not occupy space required for parking as regulated by Section 21135 of this Chapter, except as may be exempted for cause by the Zoning Administrator.
- Subd. 7. Outside, above ground storage facilities for fuels used for heating purposes; outdoor generators located 200 feet or more away from residentially guided or zoned property; and outdoor equipment used for dispensing fuels to vehicles or containers used in conjunction with the approved principal use, but not for sale. Such features for new developments shall be included with the site plan submitted for review and approval as required by this Chapter, and such features for existing developments shall be subject to the approval of the Zoning Administrator and the following criteria:

- (a) The design, construction, and location of any such features must comply with State and City codes including appropriate National Fire Protection Association standards, Minnesota State Fire Code requirements, and manufacturer's specifications.
- (b) An accurate site plan for the development based upon a certified survey, shall be submitted showing to scale the location of such features, including any fencing and landscaping related to safety or screening.
- (c) To assure that fire hose streams can be directed onto such features with minimal obstruction, solid wall enclosures shall not be used.
- (d) Such features must be located so as not to obstruct approved parking spaces, driving aisles, fire lanes, utility easements, or required building ingress or egress points.
- (e) 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.
- (f) Outdoor generators located less than 200 feet from residentially guided or zoned property shall require the approval of a site plan (or site plan amendment) for a major project, pursuant to Section 21045.05 of this Chapter.

Subd. 8. Outside storage as an accessory use provided that:

- (a) The storage area does not take up parking space or loading space as required for conformity to this Chapter.
- (b) All requirements of Section 21105.11 of this Chapter are met.

Subd. 9. Satellite schools for post-secondary education or trade schools, provided it is demonstrated that adequate on-site parking would be available for the use.

Subd. 10. Temporary mobile towers for personal wireless service antennas, as regulated by Section 21175 of this Chapter.

Subd. 11. Temporary events and outdoor sales subject to the following criteria:

- (a) Special Promotional Events (except Carnivals).
 - (1) Such activity is directed towards the general public and includes grand openings, business events, craft shows, flea markets, mechanical and animal rides, and outdoor display of materials.
 - (2) The event shall not exceed the period specified in the administrative permit and in no case shall exceed three consecutive calendar days per event.
 - (3) There shall be no more than two special events per calendar year per property. However, each tenant in a multi-tenant building shall be permitted one special event per year. Multi-tenant buildings with less than five lease spaces shall be considered as a single property for purposes of this provision.

(b) Carnivals.

- (1) The applicant must submit an amusement license application as required by Section 1100 of the City Code.
- (2) The event shall not exceed the period specified in the administrative permit and in no case shall exceed seven consecutive calendar days per event.
- (3) There shall be no more than one carnival per calendar year per property.

(c) Outdoor Sales, including but not limited to transient merchants and transient produce merchants (excluding Christmas Tree Sales):

- (1) Such activity is directed towards the general public and includes warehouse sales, sidewalk sales, inventory reduction or liquidation sales, distressed merchandise sales, sales of fireworks, seasonal merchandise sales (except Christmas trees), and transient merchant and transient produce merchant sales.
- (2) The following specific standards shall apply to all proposed temporary outdoor sales activities allowed by this paragraph and by City Code business licensing provisions in addition to other applicable building and safety code requirements as determined by the Zoning Administrator.
 - a. The maximum total time for temporary outdoor sales activities shall be the period specified in the administrative permit and, in no case, shall exceed 90 days per calendar year per property.
 - b. There shall be no more sales activities than those specified in the administrative permit and, in no case, shall there be more than ten sales activities per year per property.
 - c. Sales activities may be conducted within a required yard provided the area is paved and the activity does not interfere with parking, traffic circulation or emergency vehicle access. Temporary sales on unpaved landscaped areas is prohibited.
 - d. Sales of fireworks shall also be regulated by Section 1110 of the City Code.

(d) Outdoor Christmas Tree Sales.

- (1) Such activity is directed towards the general public and consists of the outdoor sales of cut evergreen trees, boughs, wreaths and other natural holiday decorations and related products.
- (2) The following specific standards shall apply to all proposed outdoor Christmas tree sales allowed by this paragraph and by City Code business licensing provisions in addition to other applicable building and safety code requirements as determined by the Zoning Administrator.

- a. The maximum total time for sales activities shall be the period specified in the administrative permit and, in no case, shall exceed 45 days per calendar year per property.
 - b. There shall be no more than one sales activity per year per property, which shall be in addition to any special events or other outdoor sales permitted on the property.
 - c. Sales activities may be conducted within a required yard provided the area is paved and the activity does not interfere with parking, traffic circulation or emergency vehicle access. Sales on unpaved landscaped areas is prohibited.
- (e) General Standards applying to all temporary events and outdoor sales.
- (1) The event or sale shall be accessory to or promoting the permitted or conditional use approved for the site.
 - (2) Tents, stands, and other similar temporary structures may be used, provided they are clearly identified on the submitted plan and provided that it is determined by the Zoning Administrator that they will not impair the parking capacity, emergency access, or the safe and efficient movement of pedestrian and vehicular traffic on or off the site.
 - (3) The submitted plan shall clearly demonstrate that adequate off-street parking for the proposed event can and will be provided for the duration of the event. Determination of compliance with this requirement shall be made by the Zoning Administrator who shall consider the nature of the event and the applicable parking requirements of Section 21135. Consideration shall be given to the parking needs and requirements of other occupants in the case of multi-tenant buildings. Parking on public right-of-way and streets is prohibited; except that parking on local streets may be allowed on Saturday and Sunday only, provided that the petitioner arranges for traffic control by authorized enforcement officers, as approved in writing by the Police Chief, at the petitioner's expense.
 - (4) Signage related to the event or sale shall be in compliance with the temporary sign standards of Section 21155 and shall be allowed for the duration of the event. The Zoning Administrator may authorize special signage for purposes of traffic direction and control; the erection and removal of such signage shall be the responsibility of the applicant.
 - (5) The approved permit shall be displayed on the premises for the duration of the event.
 - (6) All activity related to the event or sale must take place within the time permitted in the administrative permit. No buildings, equipment or materials may be erected or displayed prior to the start date identified in the permit application and all structures,

equipment and displays must be removed by the end date identified in the administrative permit.

(7) Not more than one such event or sale shall be allowed per property at any given time.

Subd. 12. Temporary structures, as regulated by [Section 21167](#) of this Chapter.

(Amended by Ord. No. 2008-09, 03/25/08; Ord. No. 2009-07, 05/12/09; Ord. No. 2019-01, 02/12/19; Ord. No. [2024-22](#), § 40, 9/24/2024)

21465.13. - Area Requirements and Construction Limitations.

The following requirements shall be observed in the C-3 District subject to additional requirements, exceptions and modifications set forth in this Chapter.

District Area Minimum	Lot Area Minimum	Minimum Lot Width (feet)	Minimum Lot Depth (feet)	Maximum Structural Coverage (a)	Minimum Setbacks (feet) (a)		Maximum Building Height	
1 acre	1 acre	100	100	50%	Abutting Residential District		Princ. Bldg.	45 feet
					Front yard (b) (c)	75	Acc. Bldg.	20 feet
					Side yard (b)	75		
					Rear yard (b)	75		
					Abutting Non- Residential District			
					Front yard (c)	50		

					Side yard-	15	
					Rear yard	15	
(a) Special requirements apply for environmental overlay districts — See appropriate text (b) Where a C-3 District abuts a residential district or is separated from a residential district by a local or minor collector street (c) Applies to each street frontage							

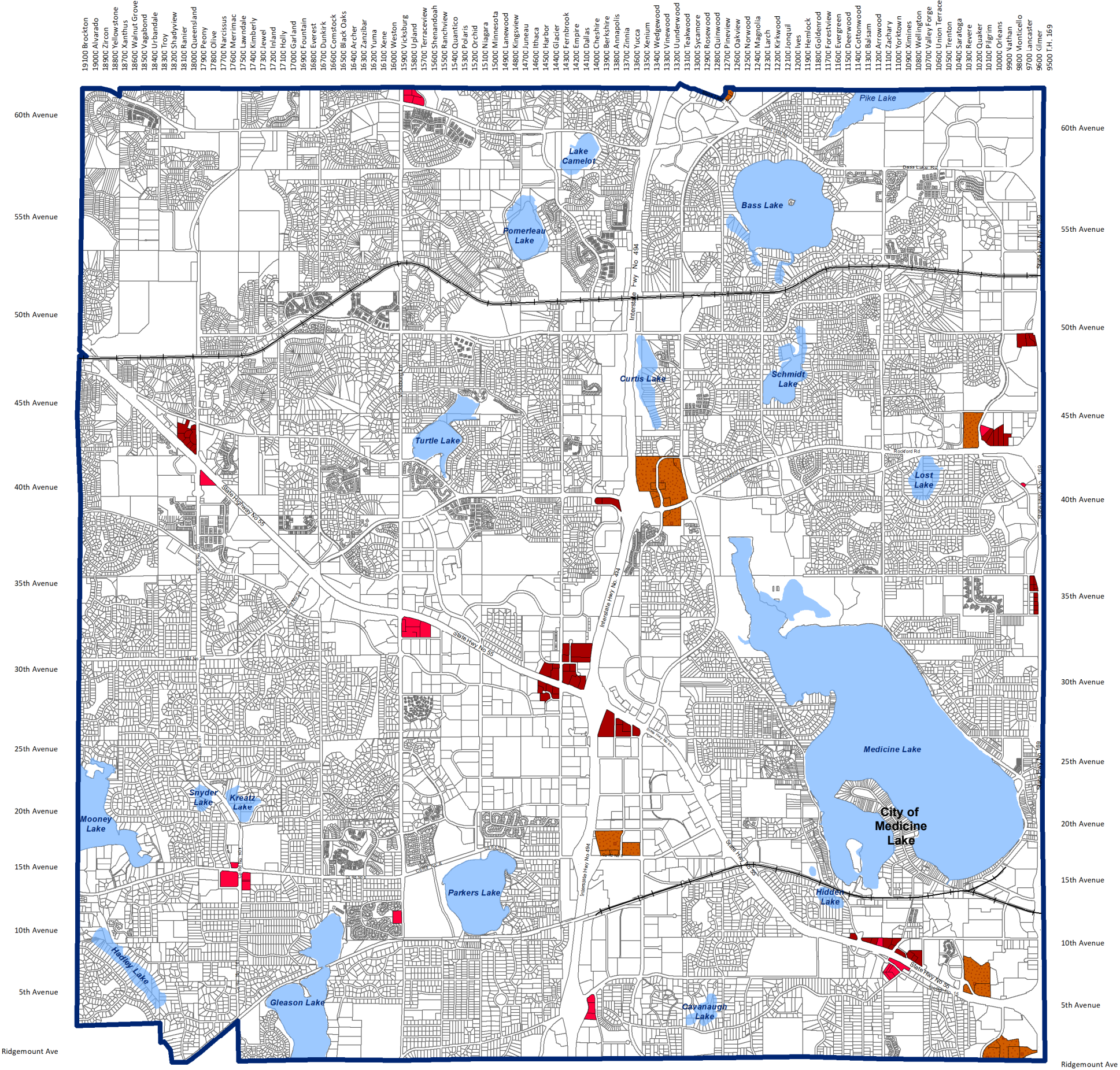
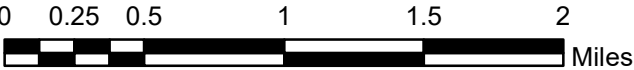
(Amended by Ord. No. 2002-32, 11/26/02; Ord. No. 2009-07, 05/12/09)

Zoning Map

Adopted December 18, 1996
Dated January 9th, 2024
Per Ordinance NO. 2024-01

Legend

- City Limits
- Lakes
- C-2, Neighborhood Commercial
- C-3, Highway Commercial
- C-4, Community Commercial



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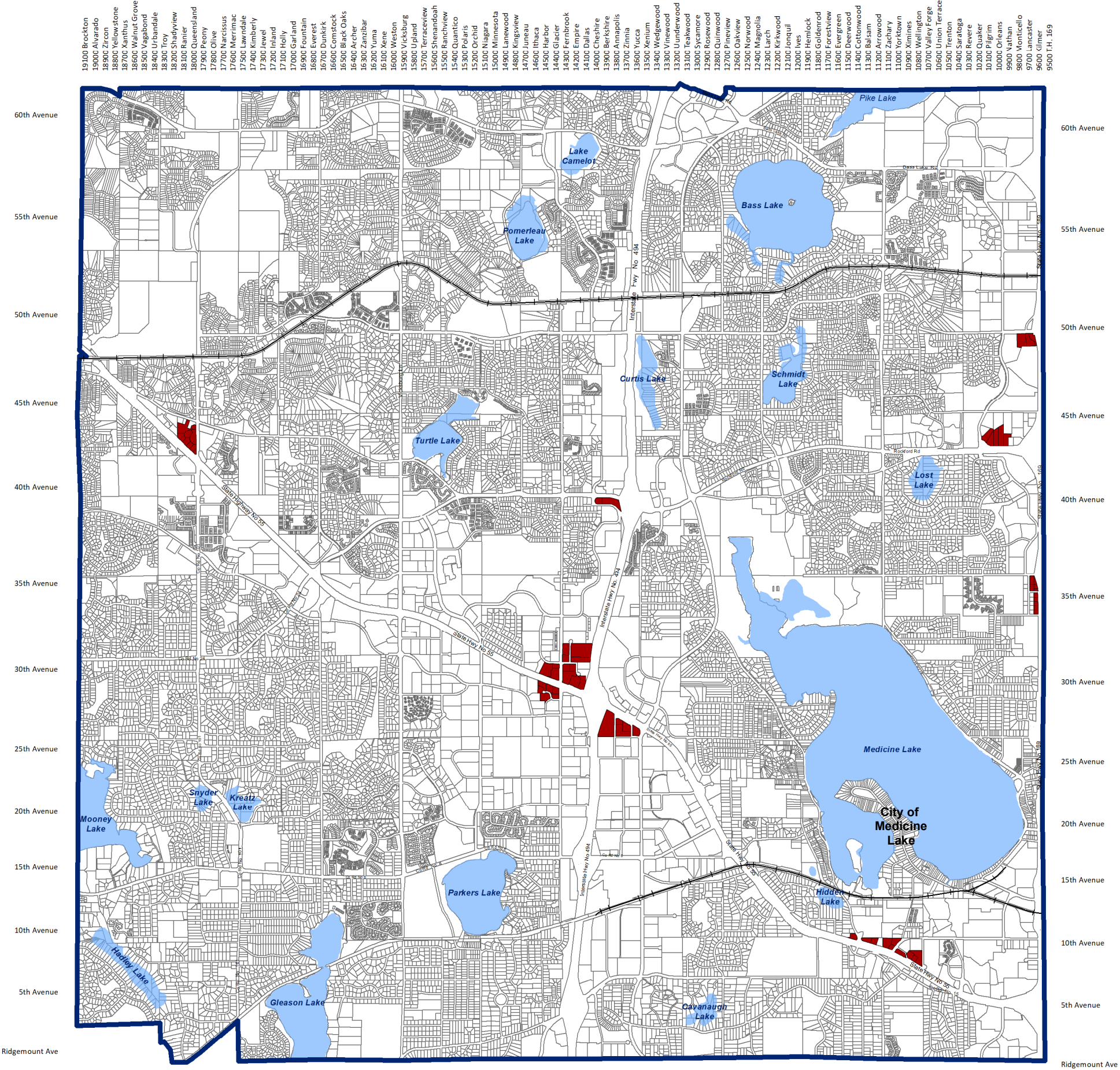
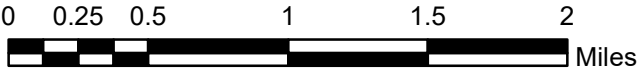
THIS REPRESENTS A COMPILATION OF INFORMATION AND DATA FROM CITY, COUNTY, STATE AND OTHER SOURCES THAT HAS NOT BEEN FIELD VERIFIED. INFORMATION SHOULD BE FIELD VERIFIED AND COMPARED WITH ORINGIAL SOURCE DOCUMENTS.
N:\PROJECTS\PLANNING\Zoning Map

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Adopted December 18, 1996
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Per Ordinance NO. 2024-01

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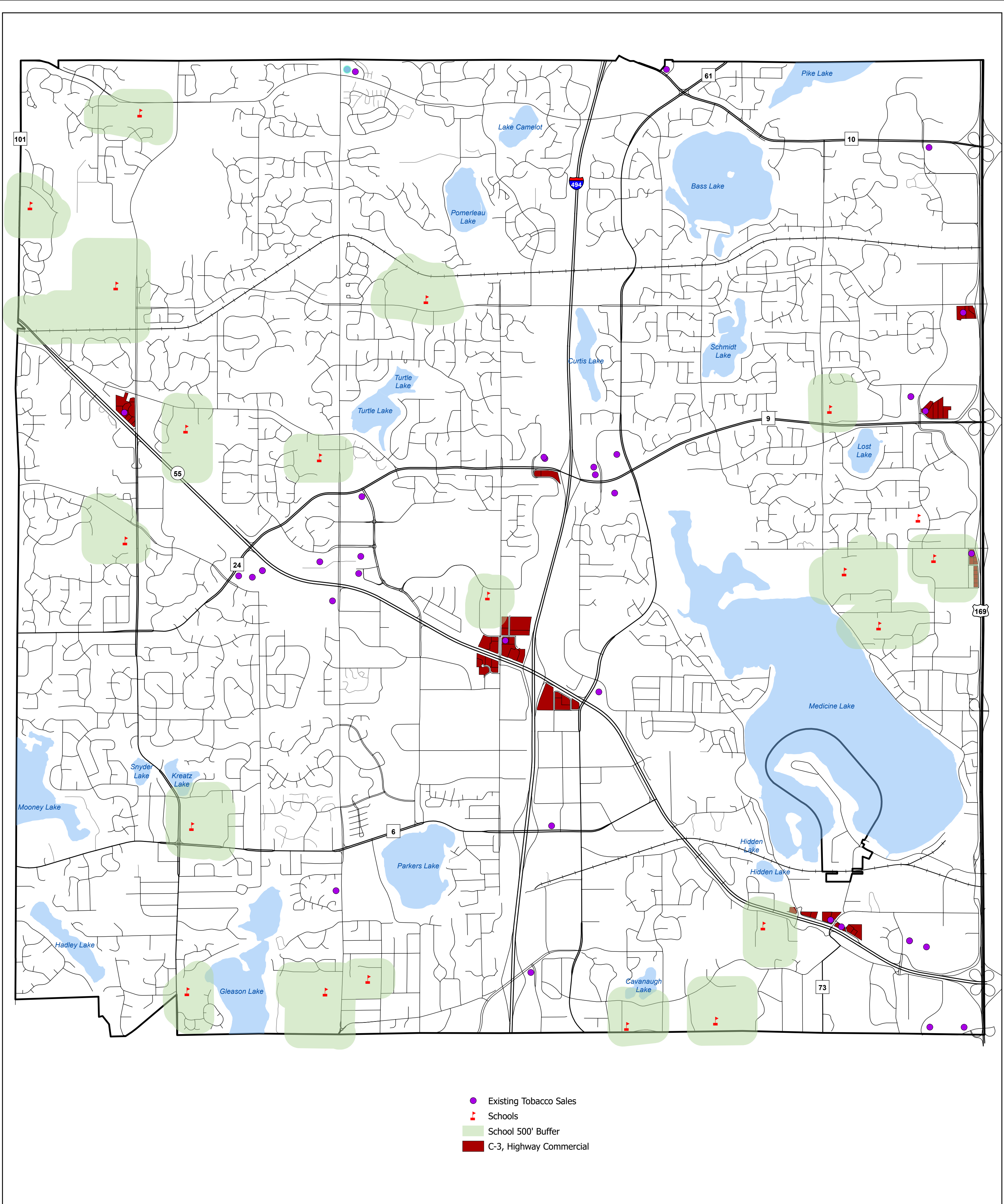
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Tobacco License Survey

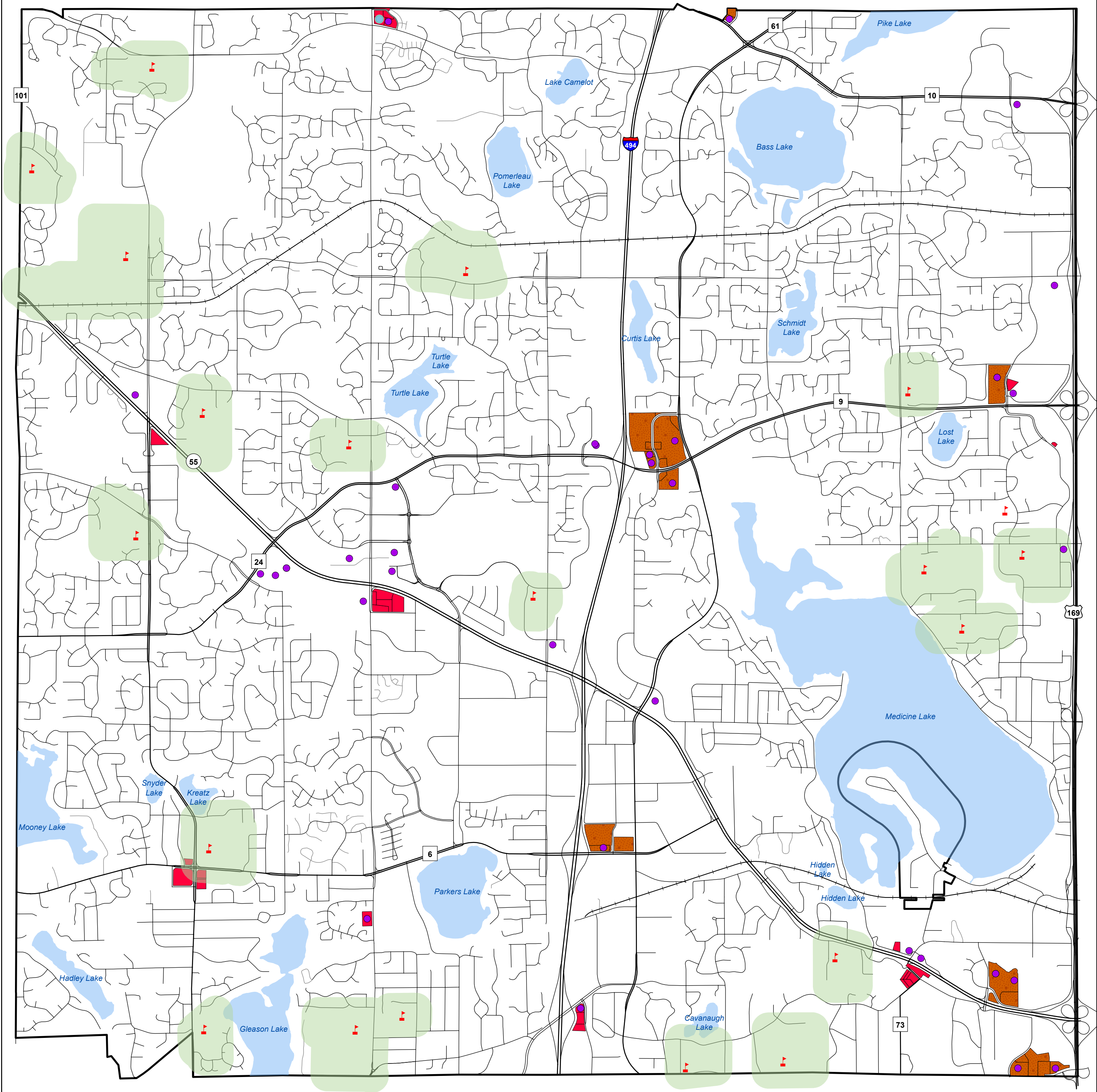
City	# of licenses	Population	Is there a cap on tobacco shops?
Arden Hills	5	9,592	Yes, 6 – no exclusive shops
Blaine	55	70,222	No
Bloomington	54	89,987	Yes, no new licenses permitted as of July 2022
Brooklyn Park	50	84,993	No
Burnsville	47	64,522	No
Champlin	15	23,919	Yes, up to 2 exclusive shops allowed
Coon Rapids	46	63,415	No
Cottage Grove	22	41,027	No
Crystal	20	22,265	No
Edina	13	53,494	No
Eden Prairie	27	54,442	No
Hopkins	19	18,608	No
Maple Grove	29	71,230	Yes, up to 5 exclusive shops allowed
Maplewood	42	42,088	No
Minnetonka	28	54,474	Yes, up to 6 exclusive shops allowed
Oak Grove	7	9,311	No
Plymouth	37	80,762	No
Ramsey	18	27,646	No
Richfield	20	36,710	Yes, 4 in 2023 - current license holders able to renew
Rogers	11	13,295	No
Saint Louis Park	19	50,000	No
Vadnais Heights	10	12,473	No
White Bear Lake	24	24,883	Yes, up to 10 exclusive shops allowed
Woodbury	28	77,224	No



Tobacco Restrictions 500' Buffer of Schools



0 0.5 Miles



- Existing Tobacco Sales
- ▴ Schools
- School 500' Buffer
- C-2, Neighborhood Commercial
- C-4, Community Commercial



Tobacco Restrictions 500' Buffer of Schools



0 0.5 Miles



MEMO

PLYMOUTH POLICE DEPARTMENT

3400 PLYMOUTH BOULEVARD, PLYMOUTH, MN 55447-1482

DATE: February 10, 2025

TO: Plymouth City Council

FROM: Captain Michael Reed

SUBJECT: Alcohol and Tobacco Compliance Results 2024

The purpose of this memo is to provide the Mayor and the City Council with a report presenting the statistics from alcohol and tobacco compliance checks for the licensed businesses for 2024.

The Plymouth Police Department conducted one round of compliance checks for licensed alcohol establishments and one round for tobacco establishments. The following information represents the statistics for compliance checks in 2024.

There were 9 compliance failures out of 58 completed checks on businesses with a license to sell alcohol, which equates to 15.5% failure rate. The previous year end failure rate was calculated at 12.7%. The administrative penalty for a first violation was \$500.00 and a second violation within 36 months was \$1,000.00.

There were 4 compliance failures out of 35 completed checks on businesses with a license to sell tobacco, which equates to 11.4% failure rate. The previous year end failure rate was calculated at 11.1%. The administrative penalty for a first violation was \$500.00 and a second violation within 36 months was \$750.00.

During 2024, the City collected \$7,500.00 in penalties for violations from alcohol and tobacco compliance checks as compared to \$9,000.00 from 2023. License holders served 10 days of suspension for these violations as compared to 6 months and 15 days for 2023.

City of Plymouth
Tobacco Compliance Check Results for 2024

Number of Compliance Checks	Pass	Fail	Failure Rate
35	31	4	11.4%

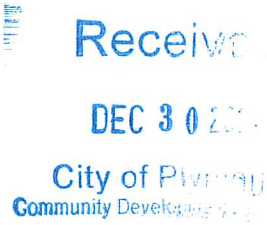
Establishments that Failed

Establishment	Administrative Penalty	Suspension stayed/served	Comments
Cub Foods – Plymouth 6 th Ave	\$500.00	5 days stayed	1 st violation within 36 months
Jad Tobacco	\$500.00	5 days stayed	1 st violation within 36 months
Pick N Save Fuel Marketplace	\$500.00	5 days stayed	1 st violation within 36 months
Smokies Tobacco	\$500.00	5 days stayed	1 st violation within 36 months

Total \$2,000.00

Establishments that Passed

Cub Discount Liquor	MGM Wine & Spirits
Cub Foods #1633	Paradise Liquors
Cub Foods #1650	Plymouth BP
Holiday #2746523	Plymouth Liquor Barrel
Holiday Stationstore #107	Plymouth Station Holiday
Holiday Stationstore #139	Plymouth Tobacco & E Cig
Holiday Stationstore #140	Plymouth Tobacco and Cigar
Holiday Stationstore #220	Speedway #3351
Holiday Stationstore #303	Speedway #4153
Holiday Stationstore #312	Speedway #4341
Holiday Stationstore #317	Top Ten Liquors
Holiday Stationstore #473	Vicksburg Liquor
Hy-Vee Wine & Spirits	Walgreens #01002
Jim's Liquor	Walgreens #02767
Joe's Kwik Marts (Freedom Valu)	Walgreens #12510
Kwik Trip #411	



Community and Economic
Development Department
3400 Plymouth Blvd
Plymouth, MN 55447
(763) 509-5450

Planning and Zoning Application Form

Please submit via email to planning@plymouthmn.gov to submit your application.

Applications will be processed once all items are submitted.

Helpful links: [City Fee Schedule](#), [Application Checklists](#), [Zoning Ordinance](#)

Property Location: _____

Legal Description: _____

Property Owner Name: _____

Company Name: _____ Email: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Secondary Phone Number: _____

Applicant/Contact Person: Hiethan Zenan

Company Name: _____ Email: zhiethan@gmail.com

Address: 929 portland Ave Apt 1807

City: Minneapolis State: MIN Zip Code: 55404 55404

Phone Number: 571-477-7725 Secondary Phone Number: _____

Requested Application(s):

_____ Administrative Permit
_____ Comprehensive Plan Amendment
_____ Conditional Use Permit/Interim Use Permit
_____ Final Plat
_____ Home Occupation License
_____ Plan Modification
_____ Preliminary Plat
_____ PUD Amendment

_____ PUD Final Plan
_____ PUD General Plan
_____ Site Plan or Site Plan Amendment
_____ Rezoning
_____ Variance
_____ Wetland-Related
* ☒ Zoning Ordinance Text Amendment
_____ Other: _____





Received
DEC 30 2024
City of Plymouth
Community Development Department

Community and Economic
Development Department
3400 Plymouth Blvd
Plymouth, MN 55447
(763) 509-5450

Brief Description of Request: _____

The request is to add Tobacco to the list of businesses allowed in C3 commercial building. As

liquor is allowed in C3, adding tobacco will help this type of business to be in a C3 highway

commercial which means that they will be further away from schools and residential areas.

C3 should be the prioritized if not the only type of building where tobacco is allowed.

I hereby apply for the above consideration and declare that the information and materials submitted with this application are complete and accurate per city code and ordinance requirements. I understand that the city will process the application once the planning division finds that it is complete. I understand and agree that the city may place a sign on my property for purposes of notification that an application is under consideration and enter the property to inspect as it relates to this application.

I agree that the City of Plymouth may transfer my application fee(s) and/or escrow(s) payments provided in this application to a new application if the terms and conditions of this application have been satisfied.

Please note: If the property fee owner is not the applicant, the applicant must provide written authorization from the property fee owner in order to make application.

Property Owner(s) Signature(s): _____

Applicant(s) Signature(s): _____

Date: 12/30/2024

For City Use Only

Application Fee: \$ 300
Sign Fee: \$ _____
Wetland-Related Fees: \$ _____
Escrow (400-2800): \$ 2,000
Total Fees Due: \$ 2,300

Fees Approved for Deposit By: KaTB

pd - \$2,300
check No. 1151
KaTB



Zoning Ordinance Text Amendment Application Checklist

Please submit digital (emailed, USB) copies of the following items via email to planning@plymouthmn.gov to submit your application.

Applications will be processed once all items on this checklist are submitted.

Requirements

- **Completed Application Form**, signed by the property owner.
- **Accurate Certified Survey** showing the proposal, drawn to scale, including all dimensions and square footages, and the complete legal description of all parcels affected.
- **Answers** to the questions on page 2.
- **Application Fee** payable to the City of Plymouth:
 - \$300 plus \$2000 cash escrow
 - \$165 fee for a development sign on one street frontage and \$50 per sign for each additional street frontage.

The fee for staff-prepared mailing labels is included in the application fee. Please contact planning@plymouthmn.gov to set up online payment. Or submit a check or cash with the request.

Additional information may be requested concerning operational factors or to retain expert testimony with the consent and at the expense of the applicant as necessary to establish performance conditions in relation to all pertinent sections of the zoning ordinance. For a complete list of required materials, refer to Section 21010 of the Plymouth Zoning Ordinance.



Please describe your request.

Amend the zoning ordinance to allow Tobacco in C3 commercial properties

Please describe how the proposal is consistent with the specific policies and provisions of the Plymouth Comprehensive Plan, including the public facilities and capital improvement plans.

The current zoning ordinance permits Tobacco sales in C2 and C4 properties, which are located closer to schools and residential areas.

However, C3 zoning, designated for highway commercial use, should be prioritized for Tobacco sales.

Since Liquor sales are already permitted in C3, including Tobacco in this zone would position such businesses along highways, further away from residents under 21 years old, aligning with the city's policies

Describe how the zoning ordinance text amendment meets the purpose and intent of the zoning ordinance.

Future tobacco stores will be able to stay away from schools and residential building. This will also allow for future change in C2 and C4 tobacco allowance if the city decided to do so.

Is there adequate infrastructure available to serve the proposed action?

Yes, there is adequate infrastructure to serve the proposed action of allowing tobacco establishments in C3 highway commercial properties.

These zones are specifically designed to handle commercial activities and are located away from schools and residential neighborhoods, ensuring minimal disruption to sensitive areas.

An example is the property located 10730 Highway 55, Plymouth MN 55441. Which is one block away from the liquor store.

Is there an adequate buffer or transition between potentially incompatible districts?

The request to allow tobacco in C3 properties, designated as highway commercial zones, aligns well with established planning practices. These zones are typically located away from schools and residential neighborhoods, minimizing exposure to sensitive populations such as children and families.

This approach facilitates a practical and socially responsible transition, as it mirrors the existing norm in most cities where tobacco establishments are preferred in highway commercial areas rather than residential neighborhoods.

Additionally, in the city of Plymouth, liquor stores are already permitted in highway commercial zones. This precedent further supports the inclusion of tobacco establishments in such areas, as both industries require customers to be 21 years of age. This alignment ensures consistency in zoning policies for adult-only establishments, making the transition both logical and straightforward.



CITY OF PLYMOUTH

ORDINANCE No. 2025-

ORDINANCE AMENDING CHAPTER 21 ENTITLED THE ZONING ORDINANCE OF THE PLYMOUTH CITY CODE (2025001)

THE CITY OF PLYMOUTH ORDAINS:

Section 1. Amendment of City Code. Section 21465.03 of the Plymouth City Code (Permitted uses within the C-3, Highway Commercial District) is hereby amended to add the permitted use of “Tobacco or e-cigarette shops” with existing text and new text as follows:

21465.03 – Permitted Uses.

Subd. 37 Tobacco or e-cigarette shops.

Section 2. Effective Date. This amendment shall take effect immediately upon its passage.

ADOPTED by the City Council this ____ day of ____, 20____.

Jeffry Wosje, Mayor

ATTEST:

Jodi M. Gallup, City Clerk

CITY OF PLYMOUTH

RESOLUTION 2025-

RESOLUTION APPROVING FINDINGS OF FACT FOR A ZONING ORDINANCE TEXT AMENDMENT TO A SECTION OF CHAPTER 21 ENTITLED THE ZONING ORDINANCE TO ADD TOBACCO OR E-CIGARETTE SHOPS AS A PERMITTED USE WITHIN THE C-3, HIGHWAY COMMERCIAL ZONING DISTRICT (2025001)

WHEREAS, Hietham Zemam initiated an amendment to Section 21465 - C-3, Highway Commercial zoning district of the zoning ordinance; and,

WHEREAS, the Planning Commission reviewed the proposed text amendment at a duly called public hearing and recommends approval of the text amendment.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that it should and hereby approves the zoning ordinance text amendment to add tobacco or e-cigarette shops as a permitted use in Section 21465 - C-3, highway commercial zoning district, and modify the city code, based upon the finding that the proposed amendment would be consistent with the city's comprehensive plan and with the purpose and intent of the city's ordinances and policies.

APPROVED by the City Council on this 22nd day of April, 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 April 22, 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

CITY OF PLYMOUTH

RESOLUTION No. 2025-

RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE No. 2025-

Ordinance No. 2025-___ amending Chapter 21 (Zoning Ordinance) to allow tobacco or e-cigarette shops as a permitted use within Section 21465 – C-3, highway commercial zoning district.

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 on this ___ day of ___, 20___.

CITY OF PLYMOUTH

RESOLUTION 2025-131

RESOLUTION APPROVING FINDINGS OF FACT FOR DENIAL OF A ZONING ORDINANCE TEXT AMENDMENT TO A SECTION OF CHAPTER 21 ENTITLED THE ZONING ORDINANCE TO ADD TOBACCO OR E-CIGARETTE SHOPS AS A PERMITTED USE WITHIN THE C-3, HIGHWAY COMMERCIAL ZONING DISTRICT (2025001)

WHEREAS, Hietham Zemam initiated an amendment to Section 21465 - C-3, Highway Commercial zoning district of the zoning ordinance; and,

WHEREAS, the Planning Commission has reviewed the proposed text amendment at a duly called public hearing and recommends approval of the text amendment by a vote of 4 ayes and 2 nays.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that it should and hereby denies the zoning ordinance text amendment to add tobacco or e-cigarette shops as a permitted use in Section 21465 - C-3, highway commercial zoning district, and modify the city code, based upon the finding that the proposed amendment would be not be an appropriate use within the C-3 zoning district, and given that tobacco or e-cigarette shops are currently a permitted use within the C-2 and C-4 zoning districts.

APPROVED by the City Council on this 22nd day of April, 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 April 22, 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

To: Dave Callister, City Manager

Prepared by: Sarah Nissen, Management Intern

Reviewed by: Maria Solano, Deputy City Manager

Item: **Approve city issued proclamation policy**

1. Action Requested:

Approve city issued proclamation policy.

2. Background:

At the October 22, 2024, special meeting, the council discussed the city's process for declaring proclamations. The council directed staff to research the processes of other communities and present findings.

A proclamation is a ceremonial document that can be used to recognize a specific day/week/month or topic. Proclamations are generally used to honor, celebrate or create awareness on an event or topic. Proclamations differ from resolutions. Resolutions are a formal expression of an approved council action or motion. According to the League of Minnesota Cities, "councils should use resolutions for any action of a temporary, routine, or administrative nature."

It is unknown when the current proclamation guidelines were created, and they have not been formally approved by the city council. The guidelines state that the mayor will review, approve and make a final decision over proclamation requests. In the current process, proclamations are not approved by the City Council although some staff-initiated proclamations such as "Arbor Day" and "National Public Works Week" have been presented to the council during a regular council meeting.

At the January 28, 2025, special meeting, the council reviewed proclamation policies from the cities of Bloomington, Edina, Golden Valley, Maple Grove, and Minnetonka. After discussing the options, the council provided feedback to staff, indicating a

preference for a policy modeled after Minnetonka's policy.

The process for issuing city proclamations is determined by the council. In line with the council's direction, staff recommends approving the proposed proclamation policy.

3. Budget Impact:

Not applicable.

4. Attachments:

1. Current Proclamation Guidelines
2. Current Proclamations by Year
3. Minnetonka Policy
4. Edina Policy
5. Plymouth Proclamation Policy
6. City Council Resolution 2025-132

PROCLAMATION REQUEST GUIDELINES

The following are guidelines regarding proclamation requests.

- I. The mayor has prior review, approval, and final decision over the proclamation request.
- II. The mayor will have prior notice of requests for proclamations to be made at city council meetings or other venues.
- III. Proclamation requests will be given priority for the following:
 - a. City of Plymouth sponsored or co-sponsored organizations or events.
 - b. Requests made by city council members.
 - c. Requests made by city commissions.
 - d. Requests made by city staff.
 - e. Requests made by Plymouth based businesses, organizations or sponsors of Plymouth events.
 - f. Requests that promote the city's mission or goals.
 - g. Requests that are non-political.
 - h. Requests with a positive Plymouth focus.
- IV. Proclamation requests that will not generally be given priority nor considered:
 - a. Requests from individuals, organizations or businesses that are not Plymouth based.
 - b. Requests for events and activities that are not Plymouth based.
 - c. Requests that do not support or are in conflict with the city's mission or goals.
 - d. Requests that are political in nature.
 - e. Requests that are divisive and controversial.
 - f. Requests that do not have a positive Plymouth focus.

Proclamations by Year

2021	2022	2023	2024
Apraxia Awareness Day	Asian American, Native Hawaiian, and Pacific Islander Heritage Day	Brain Injury Awareness Month	Daughters of the American Revolution Day
Domestic violence Awareness month	Domestic Violence Awareness Month	Daughters of the American Revolution Day	Domestic Violence Awareness Month
Helen LaFave Day	Fran Brown Day	Domestic Violence Awareness Month	Latuff's Pizzeria
Maxine Phillips Day	National Therapy Animal Day	Asian Fair Day	Parkinsons Awareness Month
Mike Goldstein Day	Small Business Saturday	Parkinsons Awareness Month	Somali Cultural Festival Day
Sandy Engdahl Day	Somali American Heritage Day	Somali Cultural Festival Day	Twin City Fan Day
Steve Juetten Day	National Public Works Week	TBI Awareness Month	Arbor Day
Arbor Day	Arbor Day	National Public Works Week	Small Business Saturday
National Public Works Week		Small Business Saturday	
2025 (as of April 7)			
Jim Davis Day			
Jackie Maas Day			

5. PROCLAMATIONS

5.1 General.

Proclamations are ceremonial documents issued to recognize a day, week or month. The goal of a proclamation is to honor, celebrate or create awareness of an event or issue of significance to Minnetonka and its residents. The mayor has the right to decline any request for a proclamation, and the city may revise suggested text of any proposed proclamation. The city may proclaim more than one event, cause or achievement simultaneously.

5.2 Mayoral Proclamations.

The mayor may issue proclamations outside of council meetings to recognize significant achievements by Minnetonka residents and organizations (e.g., birthdays of 90 or more years, 50th anniversaries of businesses, sports team achievements, etc.). Council members will be provided with copies of all mayoral proclamations.

5.3 Proclamations Issued by the City Council.

The city council may issue proclamations at city council meetings to:

- (a) Recognize a community event that the city sponsors or in which the city participates. (e.g., Arbor Day, Earth Day, etc.)
- (b) Raise awareness on an important issue of broad interest impacting the city that is consistent with the city's mission and values (e.g., Small Business Saturday, Monarch and Pollinator Awareness Month, etc.).
- (c) Acknowledge the city's role in a significant event or achievement.
- (d) Highlight major local, national or international events that are culturally or historically significant (e.g., Black History Month, LGBTQ+ Pride Month, etc.).

5.4 Proclamations Not Allowed.

The following types of proclamations will not be issued for:

- (a) Matters of political controversy, or ideological or religious belief;
- (b) Events, individuals or organizations with no direct relationship to the City of Minnetonka;
- (c) Solicitations of commerce;
- (d) Events or causes contrary to the city's mission, vision or policies.

6. RULES, DECORUM, AND ORDER

6.1 Points of Order

The mayor will determine all points of order subject to the right of any member to appeal to the council. If any appeal is taken, the question will be, "Should the decision of the mayor be sustained?" A majority vote will govern and conclusively determine the question of order.

6.2 Decorum and Order – Council Members



- ☒ City Council
- ☐ City-Wide
- ☐ Department

Approved: June 18, 2024
Revised:

Proclamations Policy

The purpose of the City of Edina's Proclamations Policy is to give staff direction for both City Council and Mayoral Proclamations.

City Council Proclamations:

- The City is a sponsor of the event.
- The organization has an official relationship with the City.
- Must relate to a stated policy of the City as established in documents.
- The organization is a long-time recipient of proclamation.
- Recognition of City departments, divisions and staff.

Mayoral Proclamations outside of Council Meetings:

- Organizations with official relationships with the City.
- Organizations hosting a convention in Edina.
- Nonprofit organizations if requested by an Edina resident.
- City department participating in event.
- Company or organization that has been in business for at least 50 years.
- Edina residents or individuals/groups with significant connection to Edina celebrating significant achievements (100th birthdays for example).

Not allowed:

- Promotes or fosters discrimination.
- Supports or opposes political campaigns or ballot measures.
- Supports solicitations of commerce, political, charitable or religious viewpoints or causes.
- No official interest with the City.
- Outside of the purview of city governance.

Proclamations

Proclamations are ceremonial documents issued to recognize a day, week or month. The goal of a proclamation is to honor, celebrate or create awareness of an event or issue of significance to Plymouth and its residents.

The city has the right to decline any request for a proclamation that does not follow the guidelines below. The city may revise suggested text of any proposed proclamation. The mayor will have prior notice of requests for proclamations to be made at city council meetings or other venues.

The city may proclaim more than one event, cause or achievement simultaneously.

I. Mayoral Proclamations

- a. The mayor may issue proclamations outside of council meetings to recognize significant achievements by Plymouth residents and organizations (e.g., birthdays of 90 or more years, milestone anniversaries of businesses, sports team achievements, etc.).
- b. Council members will be notified of all mayoral proclamations.

II. Proclamations Issued by the City Council - The city council may issue proclamations at city council meetings to:

- a. Recognize a community event that the city sponsors or in which the city participates (e.g., Arbor Day, Earth Day, etc.).
- b. Raise awareness on an important issue of broad interest impacting the city that is consistent with the city's mission and values (e.g., Small Business Saturday, TBI Awareness Month, etc.).
- c. Acknowledge the city's role in a significant event or achievement (e.g., DMO related events, Green Step Cities, recognizing city awards, etc.).
- d. Highlight major local, national or international events that are culturally or historically significant as recommended by staff each year (e.g., Black History Month, Asian Fair Day, etc.).
- e. Recognize employees who retire (eligible to draw PERA pension) after 10 or more years of service with the city.

III. Not Allowed in Proclamations - The following items are not allowed in proclamations:

- a. Items that promote or foster discrimination;
- b. Matters of political controversy, or ideological or religious belief;
- c. Events, individuals or organizations with no direct relationship to the City of Plymouth;
- d. Solicitations of commerce, political, charitable or religious viewpoints or causes;
- e. Events or causes contrary to the city's mission, vision or policies;
- f. No official interest with the city;
- g. Outside of the purview of city governance.

CITY OF PLYMOUTH

RESOLUTION No. 2025-132

RESOLUTION APPROVING CITY ISSUED PROCLAMATION POLICY

WHEREAS, the council discussed the city's process for declaring proclamations at the October 22, 2024 and January 28, 2025 Special Council Meeting; and

WHEREAS, the current proclamation guidelines have not been formally approved by council; and

WHEREAS, the council directed staff to create a policy for city issued proclamations.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the city issued proclamation policy is approved.

APPROVED by the City Council on this 22nd day of April, 2025.