

**CITY OF PLYMOUTH
AGENDA
Regular City Council
Council Chambers
3400 Plymouth Boulevard, Plymouth, MN
July 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**
 - 4.1** Present Annual Financial Overview
 1. 2025 Financial Overview Presentation
- 5. APPROVE AGENDA** - Council members may add items to the agenda including items contained in the Council Information Memorandum for discussion purposes or staff direction only. The council will not normally take official action on items added to the agenda.
- 6. CONSENT AGENDA** - These items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a council member or individual so requests, in which event the item will be removed from the consent agenda and placed elsewhere on the agenda.
 - 6.1** Adopt proposed minutes
 1. June 24 Special
 2. June 24 Regular
 - 6.2** Approve disbursements
 1. Invoice Expense Distribution
 2. City Council Resolution 2025-189
 - 6.3** Approve the Medicine Lake Regional Trail Cooperative Agreement, Medicine Lake Property Rights Agreement and Grant of Permanent Easement with Three Rivers Park District
 1. Medicine Lake Regional Trail Corridor Map
 2. MLRT Cooperative Agreement
 3. Property Rights Agreement
 4. Grant of Permanent Easement

- 5. City Council Resolution 2025-190
- 6.4** Approve Minnesota Laws, 2025, Special Session, Chapter 13, Article 5, Section 18
 - 1. Certificate of Approval
 - 2. City Council Resolution 2025-191
- 6.5** Accept donation from the Plymouth Crime and Fire Prevention Fund
 - 1. City Council Resolution 2025-192
- 6.6** Authorize renewal of Radiological Response Contract with the State of Minnesota
 - 1. Grant Contract Agreement
 - 2. City Council Resolution 2025-193
- 6.7** Approve Grant Agreement with the State of Minnesota for the Station 73 Transit and Regional Improvement Program (ST230003)
 - 1. Grant Agreement
 - 2. City Council Resolution 2025-194
- 6.8** Approve lawful gambling premises permit application of Plymouth Lions at Bombay Pizza Kitchen, 2705 Annapolis Lane North, Suite A
 - 1. City Council Resolution 2025-195
- 6.9** Approve Encroachment Agreement for a fence within drainage and utility easement areas at 16925 47th Avenue North
 - 1. Location Map
 - 2. Survey
 - 3. Encroachment Agreement
 - 4. City Council Resolution 2025-196
- 6.10** Approve Grant Agreement with the State of Minnesota for a Climate Action Plan
 - 1. Draft Grant Agreement
 - 2. City Council Resolution 2025-197
- 6.11** Approve National League of Cities (NLC) City Summit Conference travel request
 - 1. City Council Resolution 2025-198
- 6.12** Adopt Reimbursement Resolution
 - 1. Taft Memo
 - 2. City Council Resolution 2025-199
- 6.13** Award contract for Plymouth City Hall plaza repair
 - 1. Observation Report
 - 2. Destructive Test Report

3. Bid Tabulation
 4. Consultant Recommendation
 5. City Council Resolution 2025-200
- 6.14** Designate Engineer for Plymouth Creek Stream Restoration Project - Phase 1 (WR250001)
1. Location Map
 2. Agreement
 3. City Council Resolution 2025-201
- 6.15** Adopt updated special assessments for Brinda Development (Sai Brinda, LLC - 2024046)
1. Location Map
 2. City Council Resolution 2025-202
- 6.16** Approve general amendments to Community Development Block Grant Program Year 2024
1. City Council Resolution 2025-203
- 6.17** Adopt Ordinance amending Chapter IV of the Plymouth City Code concerning rental licensing and resolution approving summary publication
1. City Council Ordinance 2025-08
 2. City Council Resolution 2025-204
- 6.18** Authorize planning and design expenditures for potential sales tax projects
1. City Council Resolution 2025-205

7. PUBLIC HEARINGS

- 7.1** Public hearing on the on-sale intoxicating liquor license application with Sunday sales of BPK Foods LLC d/b/a Bombay Pizza Kitchen, 2705 Annapolis Lane North, Suite A
1. Location Map
 2. Property Owners within 500'
 3. Floor Plans
 4. City Council Resolution 2025-206

8. GENERAL BUSINESS

9. REPORTS AND STAFF RECOMMENDATIONS

10. ADJOURNMENT

To: Dave Callister, City Manager

Prepared by: Andrea Rich, Finance Director

Reviewed by: Maria Solano, Deputy City Manager

Item: **Present Annual Financial Overview**

1. Action Requested:

Receive annual financial overview.

2. Background:

N/A

3. Budget Impact:

N/A

4. Attachments:

1. 2025 Financial Overview Presentation



2025 **FINANCIAL OVERVIEW**

City of Plymouth 2025 Financial Overview

Prepared by: Finance Department | Deputy City Manager | City Manager

Financial Overview Focus Areas

Local Budget & Taxes

Looking Forward

Local Economy

Debt

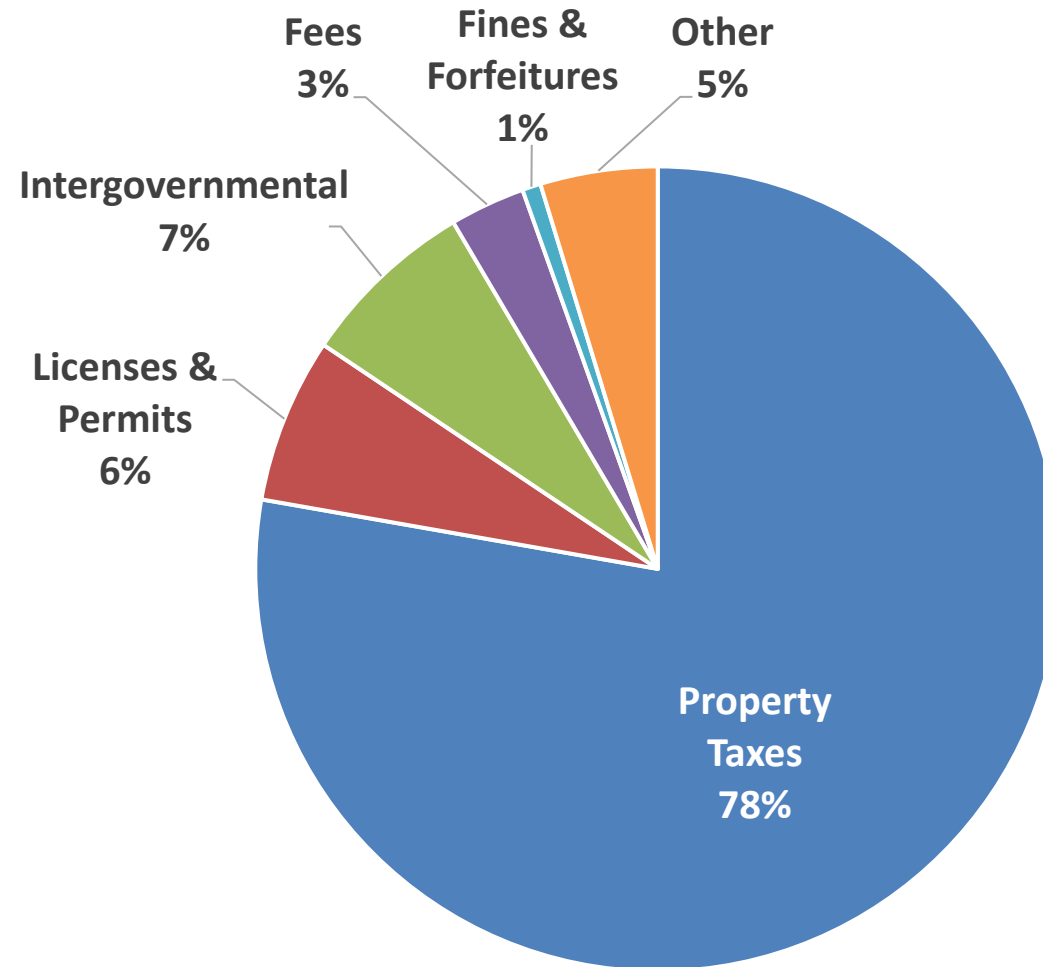
Other Comparisons



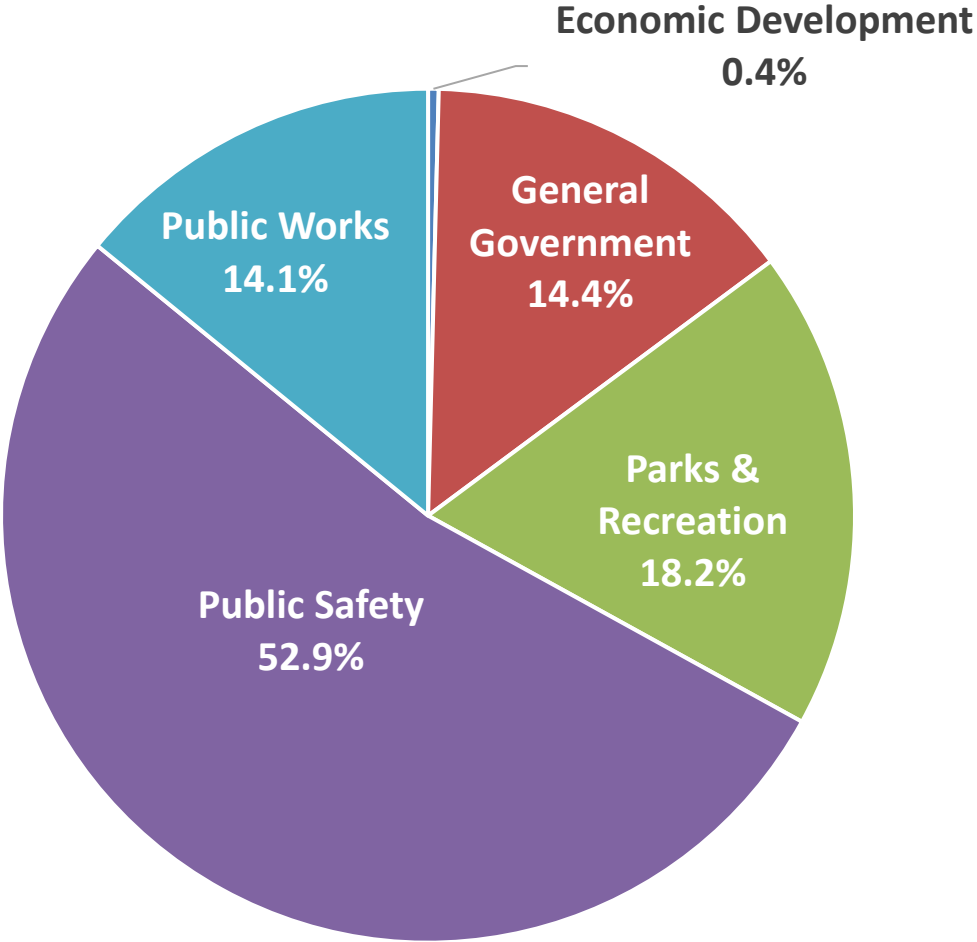
2025 FINANCIAL OVERVIEW



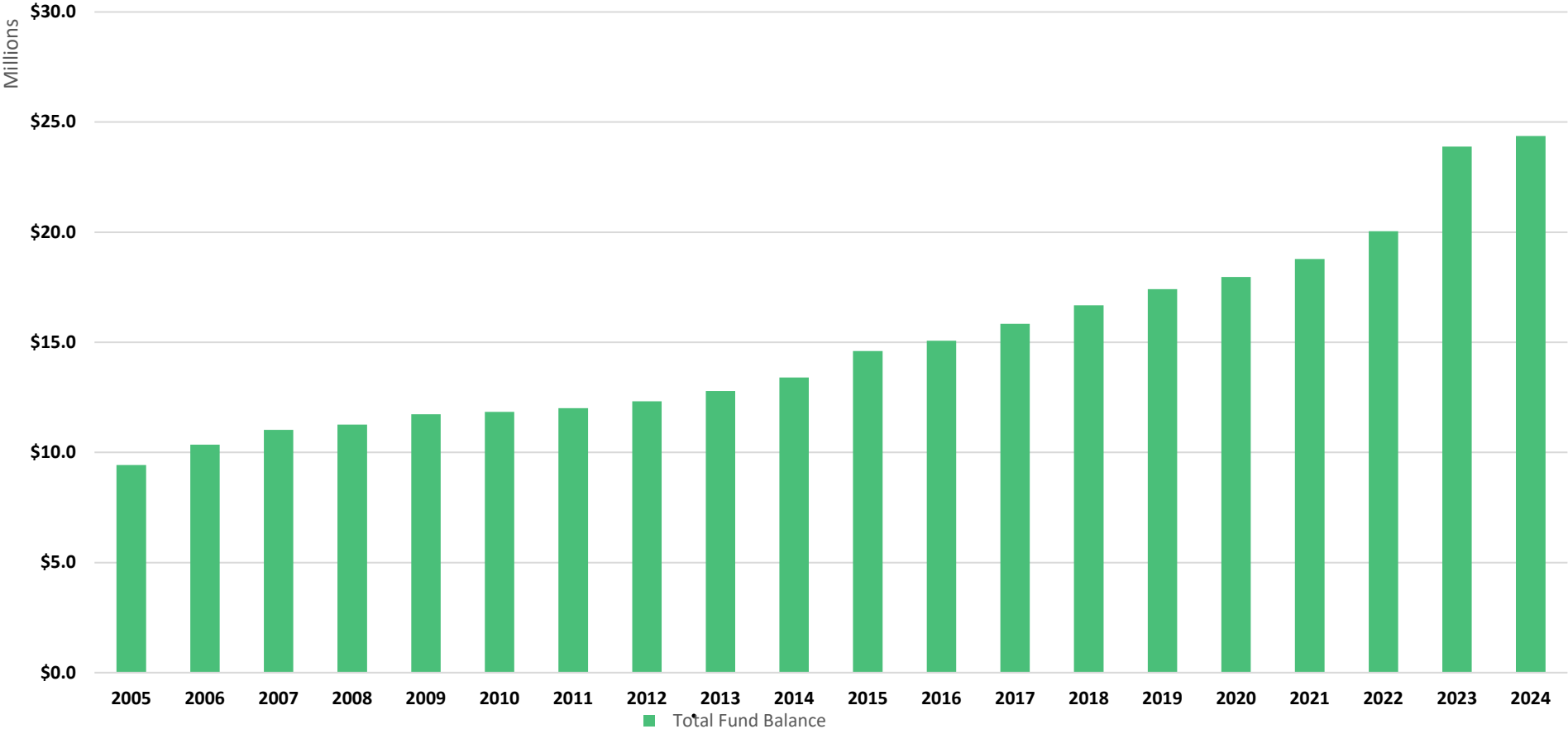
General Fund Revenues – 2025 Budget



General Fund Expenditures – 2025 Budget



City of Plymouth
General Fund Balance History



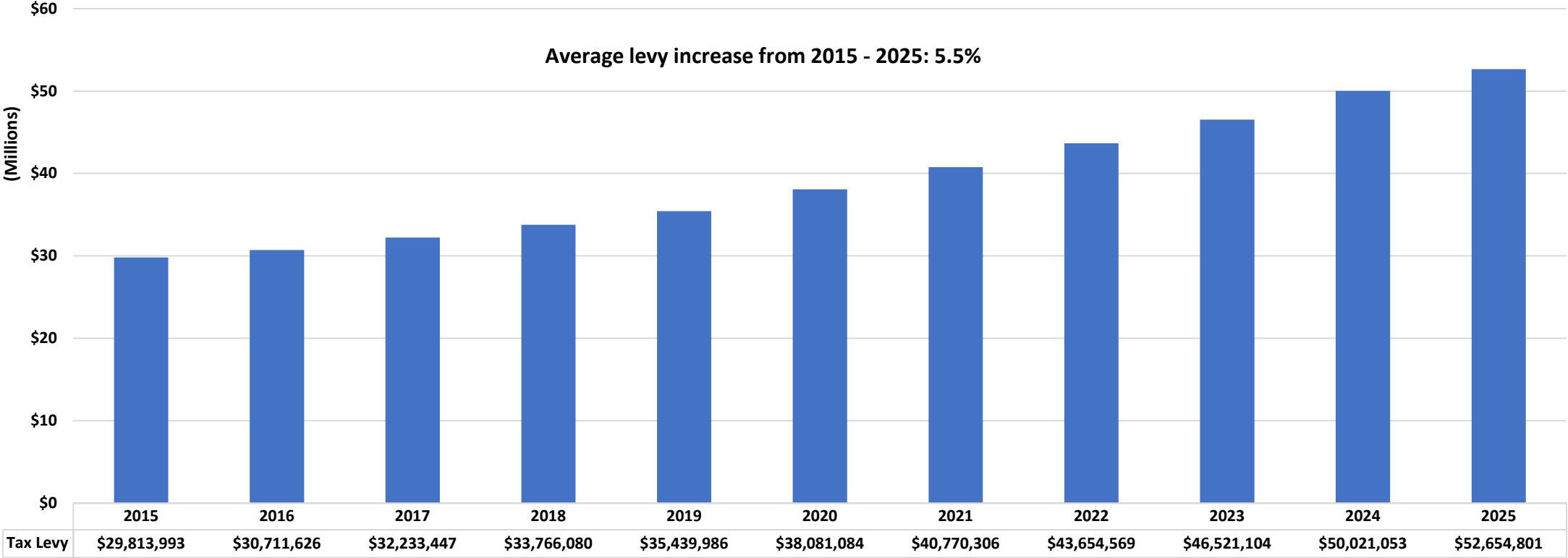
City of Plymouth policy requires 40% fund balance of the following year's budgeted expenditures.



2025 FINANCIAL OVERVIEW



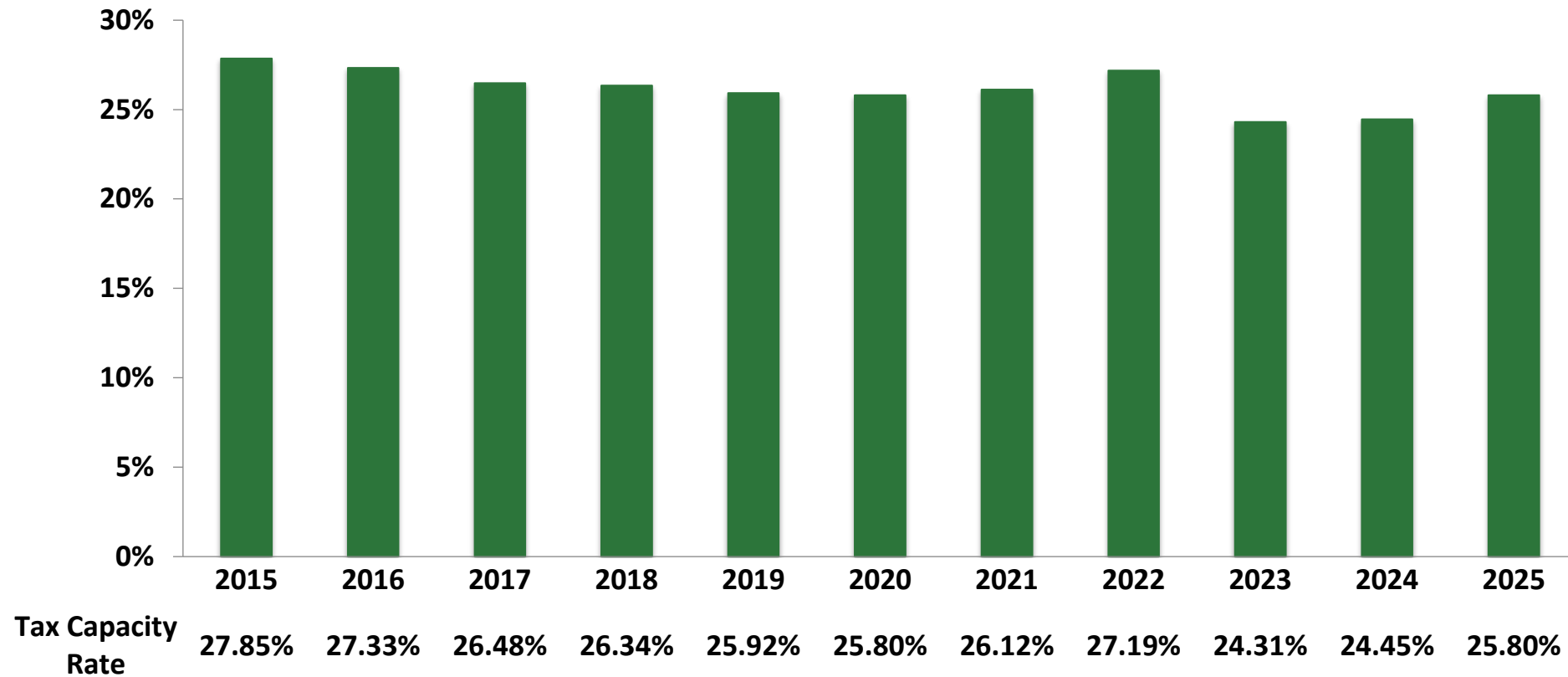
City of Plymouth
Tax Levy History
2015-2024



Includes operating, debt, and special levies; Excludes HRA levy



City of Plymouth Tax Rate History 2015-2024



Average Tax Rate from 2015 - 2025 = 26.14%



2025 FINANCIAL OVERVIEW



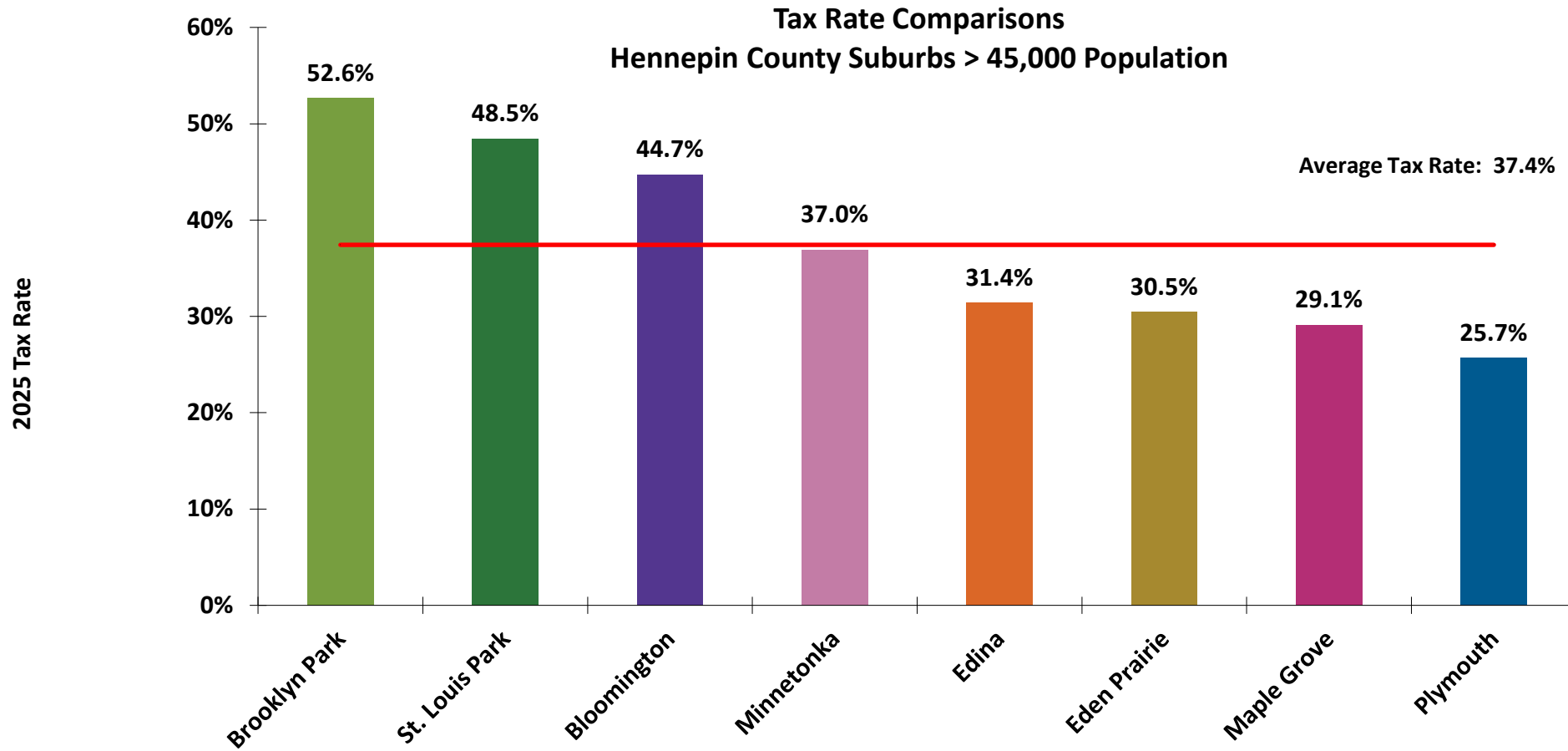
Hennepin County Suburbs > 45,000 Population	2025 Tax Rate	City Taxes on \$481k Homestead	City Taxes on \$5M Business
Brooklyn Park	52.64%	2,515	52,248
St. Louis Park	48.46%	2,315	48,094
Bloomington	44.75%	2,138	44,412
Minnetonka	36.96%	1,766	36,680
Edina	31.42%	1,501	31,181
Eden Prairie	30.47%	1,456	30,241
Maple Grove	29.10%	1,390	28,884
Plymouth	25.69%	1,227	25,493
Average	37.44%	1,788	37,154
Difference Plymouth to Average		\$ (561)	\$ (11,661)
Difference Plymouth to Highest		\$ (1,288)	\$ (26,755)

Source: Hennepin County



2025 FINANCIAL OVERVIEW



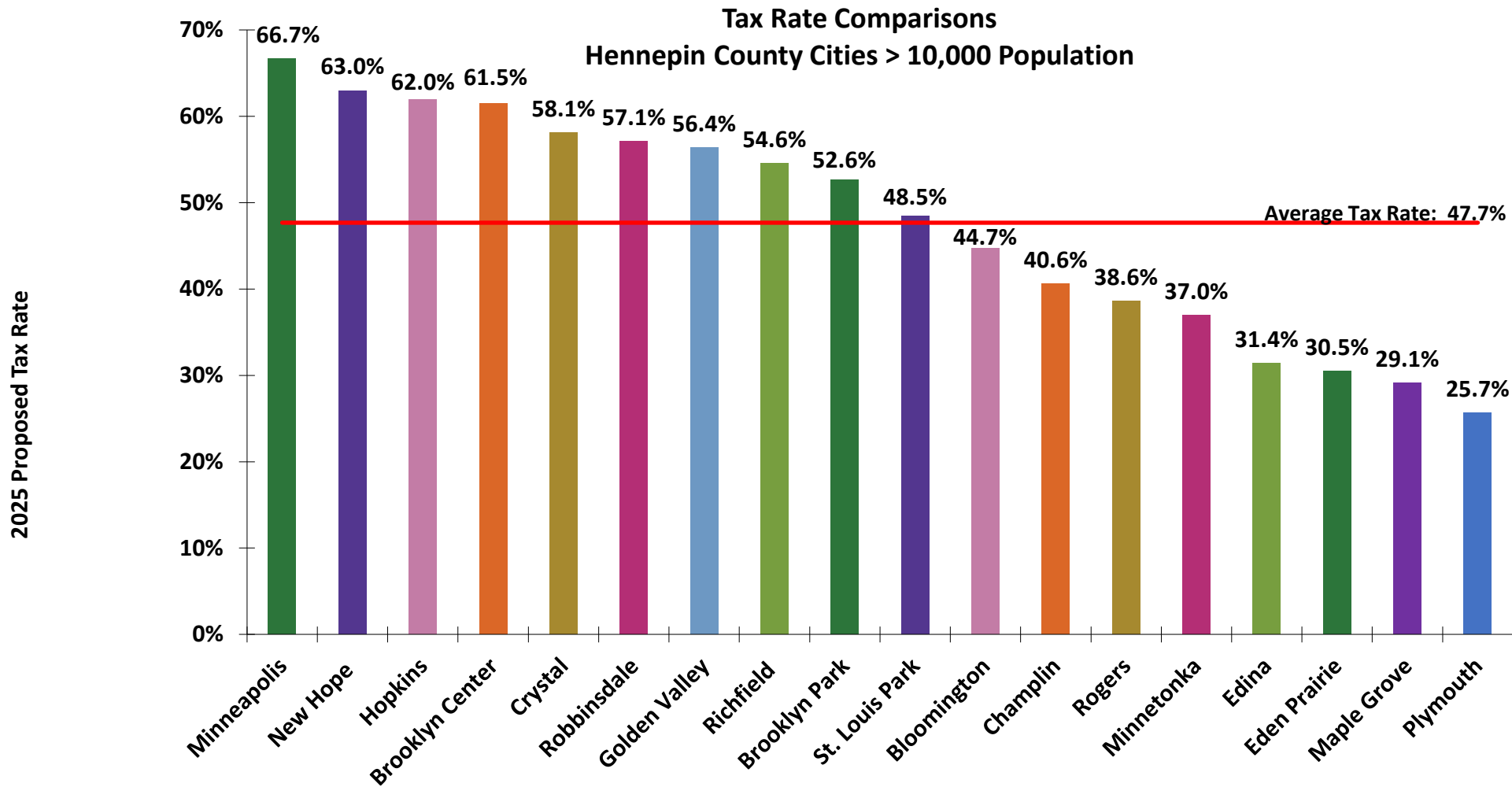


Source: Hennepin County



2025 FINANCIAL OVERVIEW





Source: Hennepin County

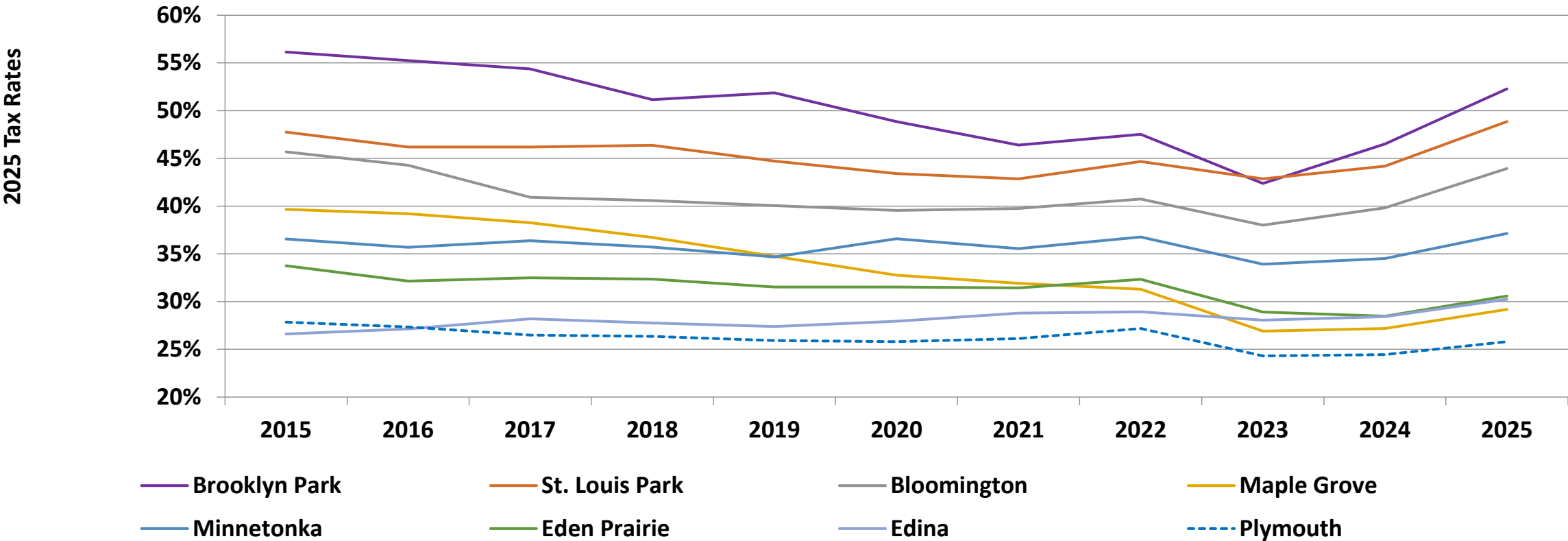


2025 FINANCIAL OVERVIEW



Tax Rate History

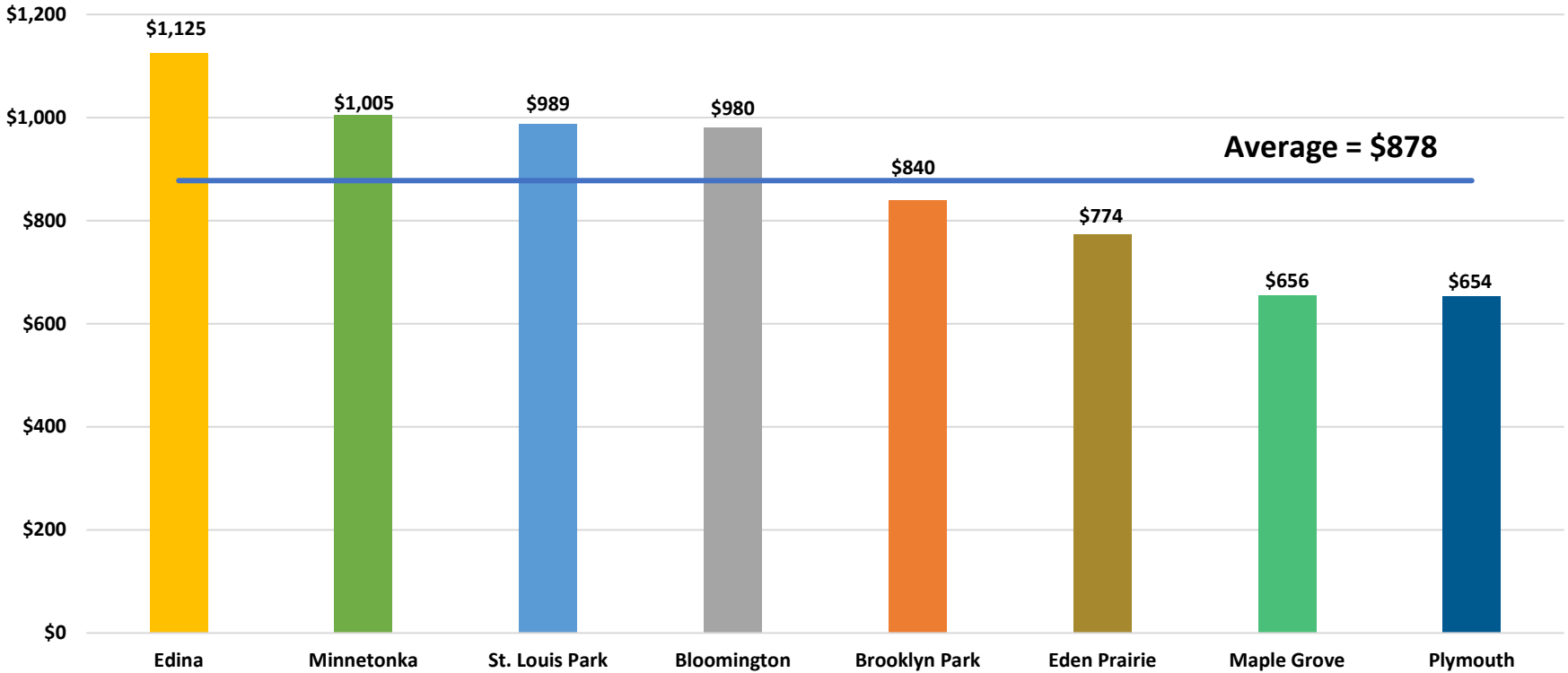
Hennepin County Suburbs > 45,000 Population



Source: Hennepin County



Levy Per Capita
Hennepin County Suburbs > 45,000 Population

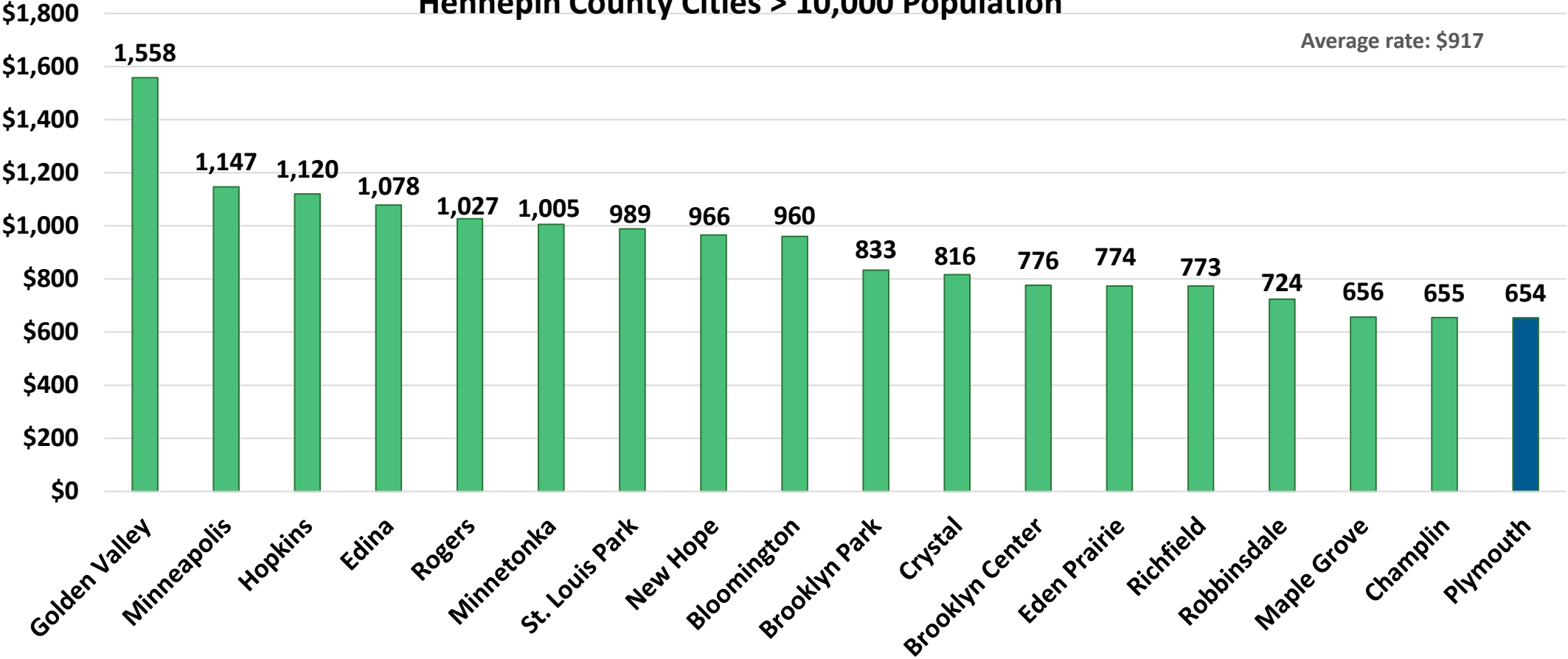


Sources: Hennepin County for Levy, Met Council for 2023 estimated population

2025 FINANCIAL OVERVIEW



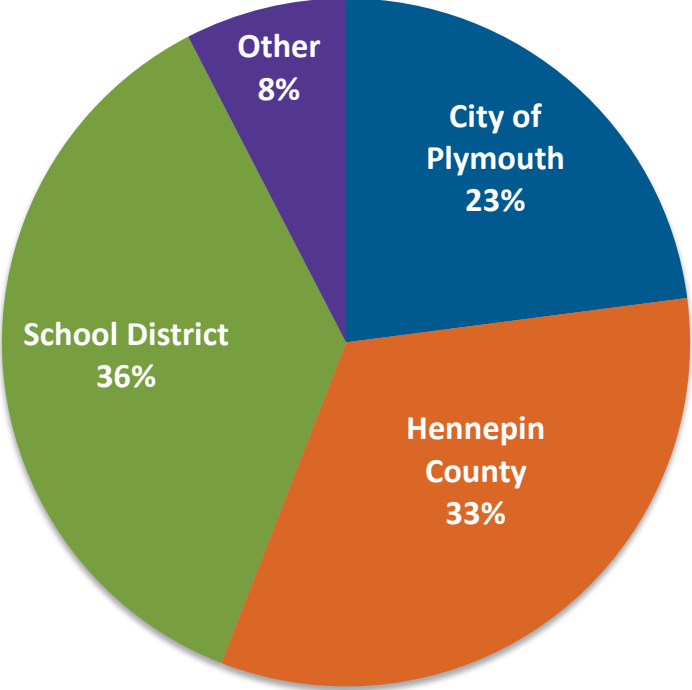
2025 Levy Per Capita Comparison Hennepin County Cities > 10,000 Population



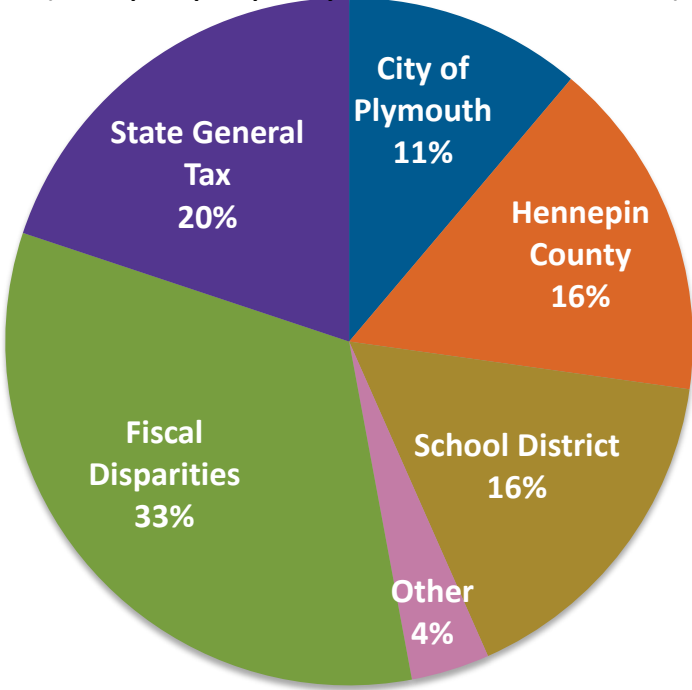
Source: Hennepin County for Levy, Met Council for 2023 estimated population



Residential Property Tax Distribution - 2025
(Median value of \$481,000)



Commercial Property Tax Distribution - 2025
(Sample property value of \$5 million)



Source: Hennepin County



Looking Forward



2025 FINANCIAL OVERVIEW



2025 Assessment

Single Family Homes	+ 3.2 %	Residential Condos	- 1.6 %
Commercial	- 8.5 %	Townhouses	+ 1.8 %
Industrial	- 2.0 %	Double Bungalow	- 0.8 %
Apartment	- 3.5 %	Residential Zero Lot Line	+ 3.1 %

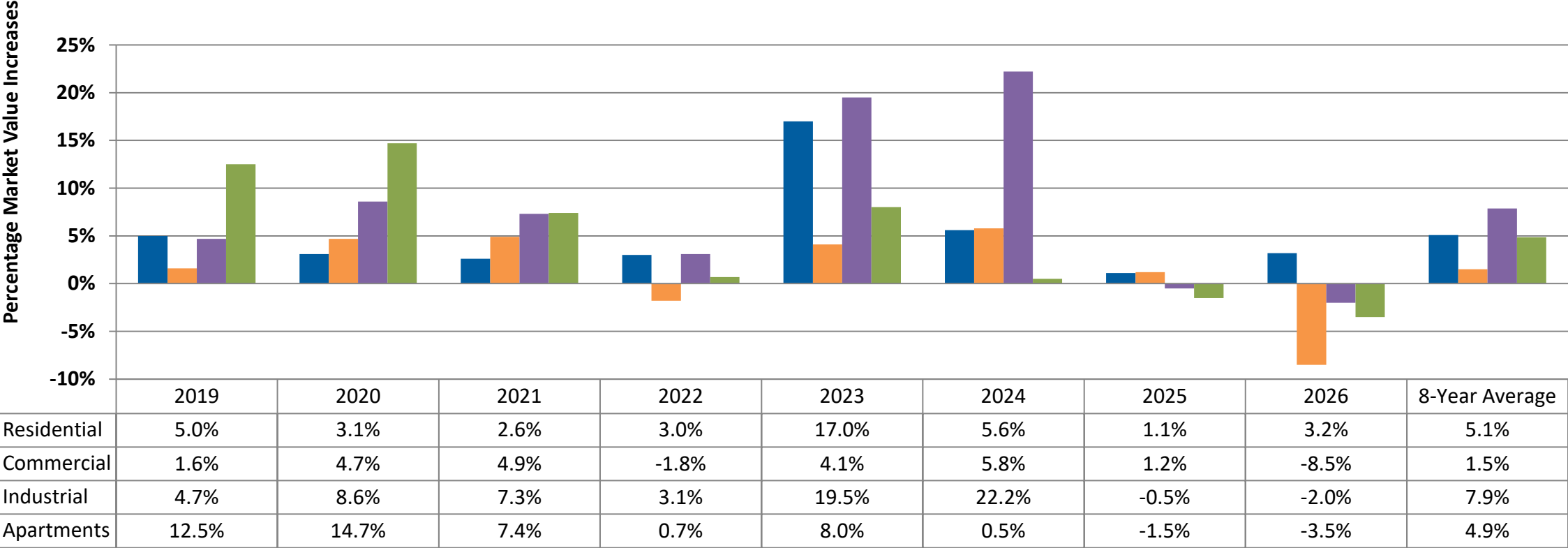
City of Plymouth 2025 Assessment

Total market value:	\$18,366,721,100
New construction:	\$228,827,700
Net percent increase for all property types:	+ 0.7 %
Gross percent increase:	+ 1.9 %.



2025 FINANCIAL OVERVIEW

City of Plymouth Average Market Value Increases by Property Type Taxes Payable 2019 - 2026

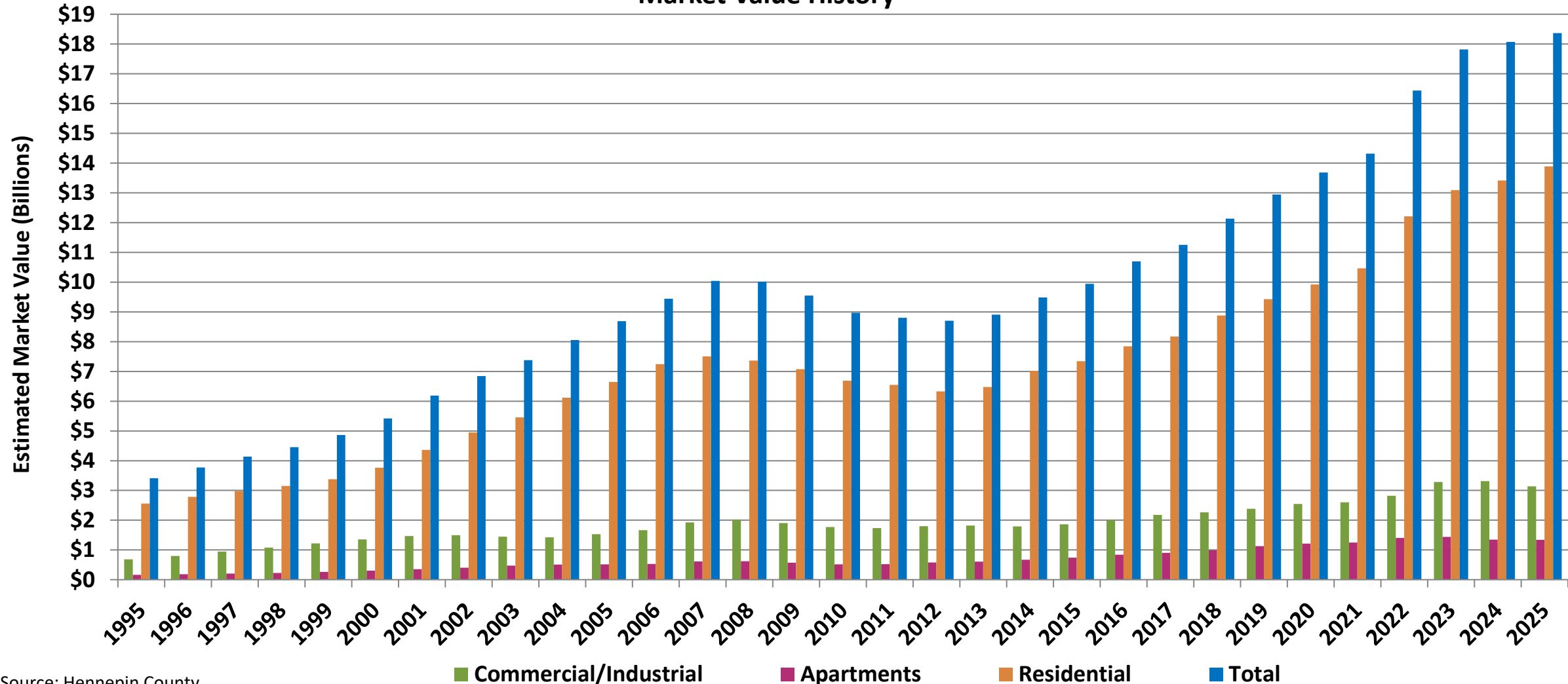


Source: Hennepin County, Sales Book

■ Residential ■ Commercial ■ Industrial ■ Apartments



City of Plymouth
Market Value History

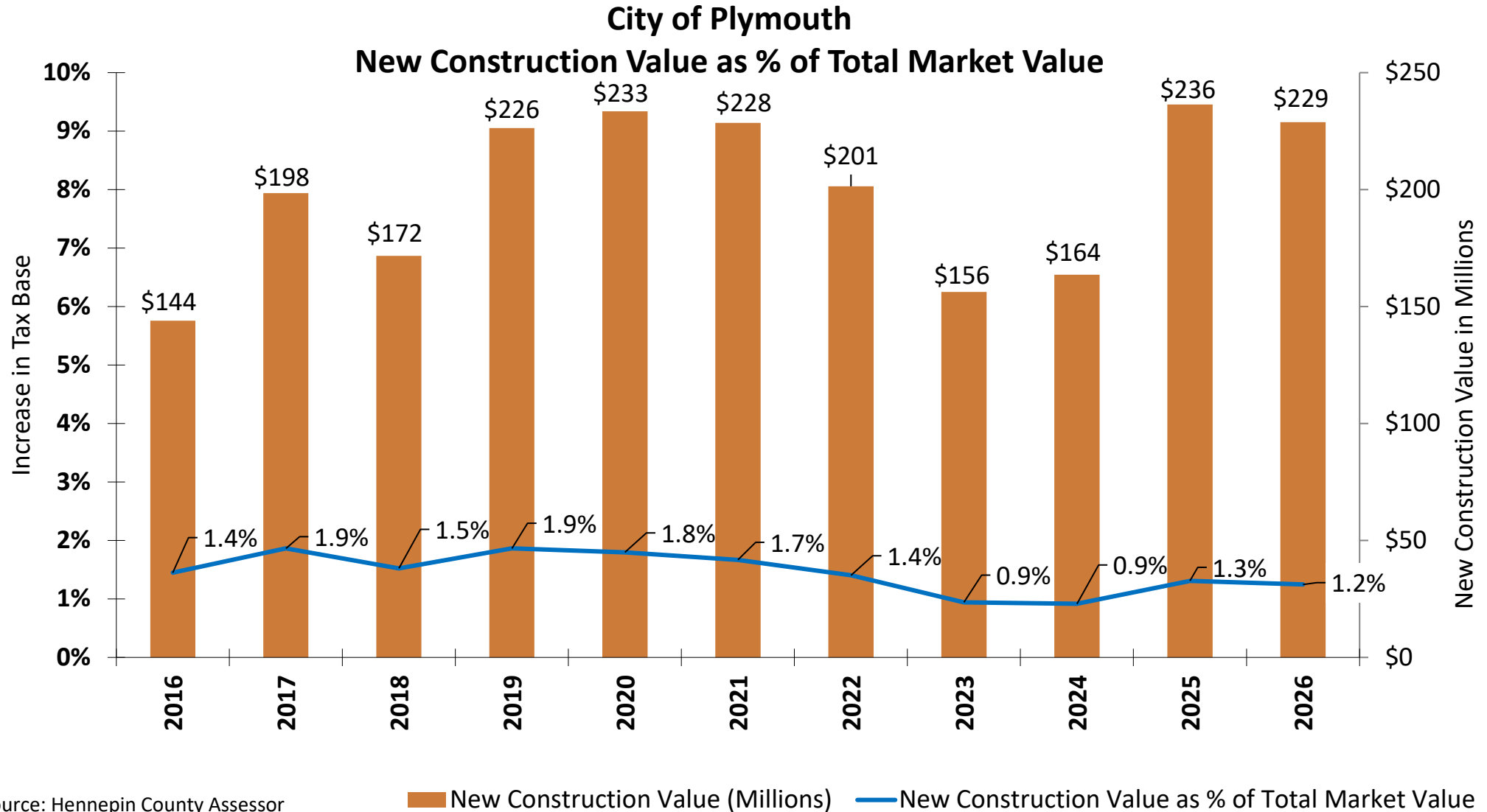


Source: Hennepin County



2025 FINANCIAL OVERVIEW



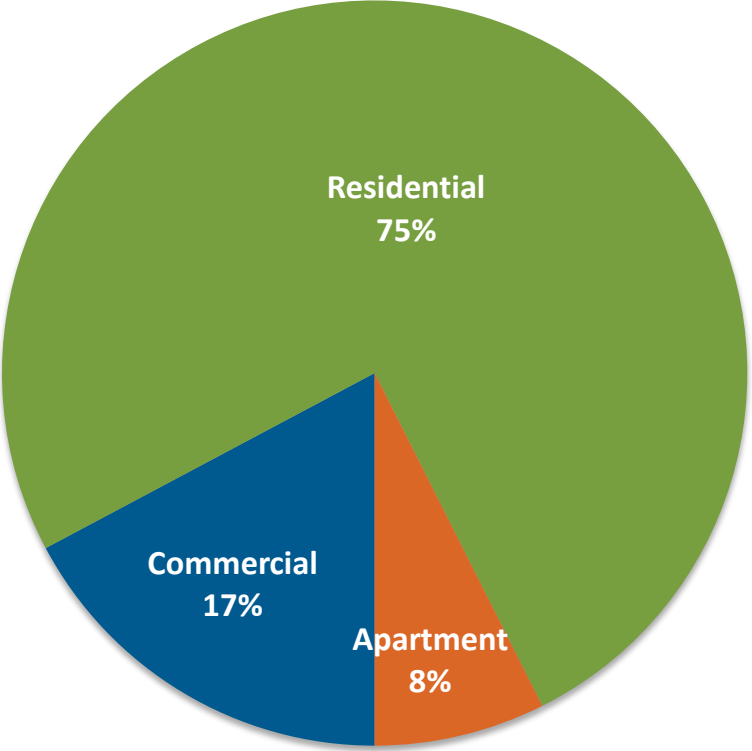


2025 FINANCIAL OVERVIEW

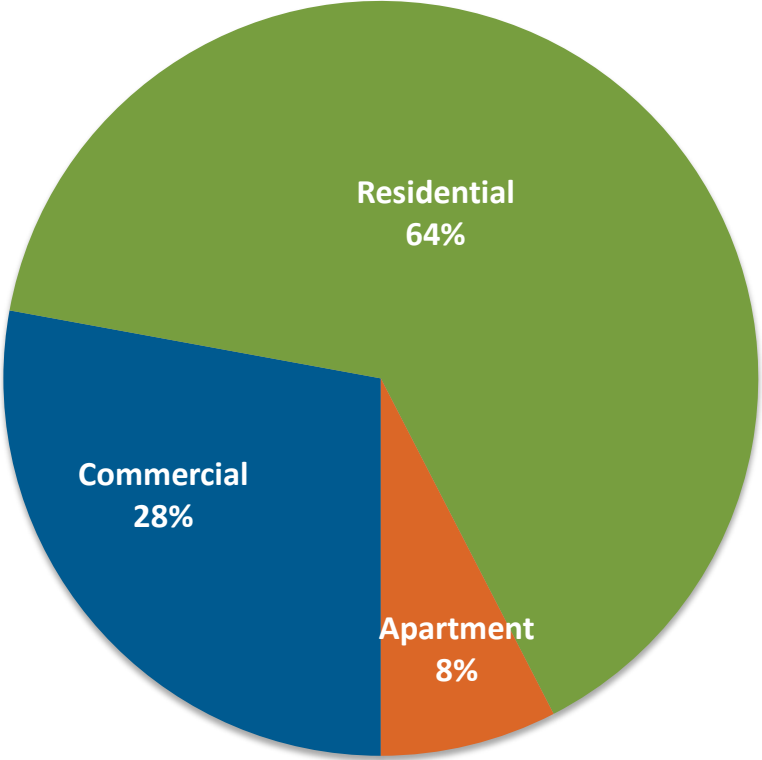
Average new construction \$199 million
Average increase in tax base 1.5%



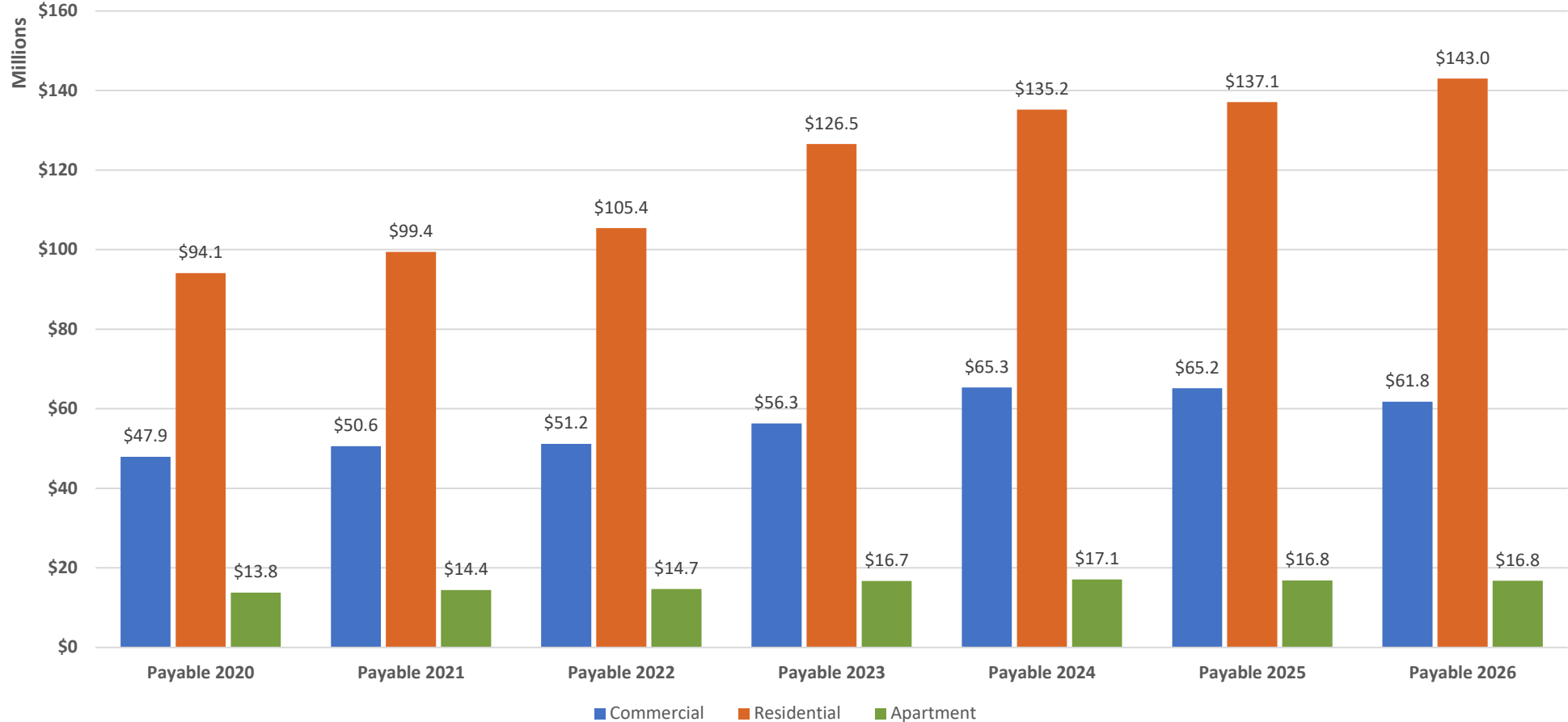
**Market Value % by Class
2025 Payable in 2026**



**Tax Capacity % by Class
2025 Payable in 2026**



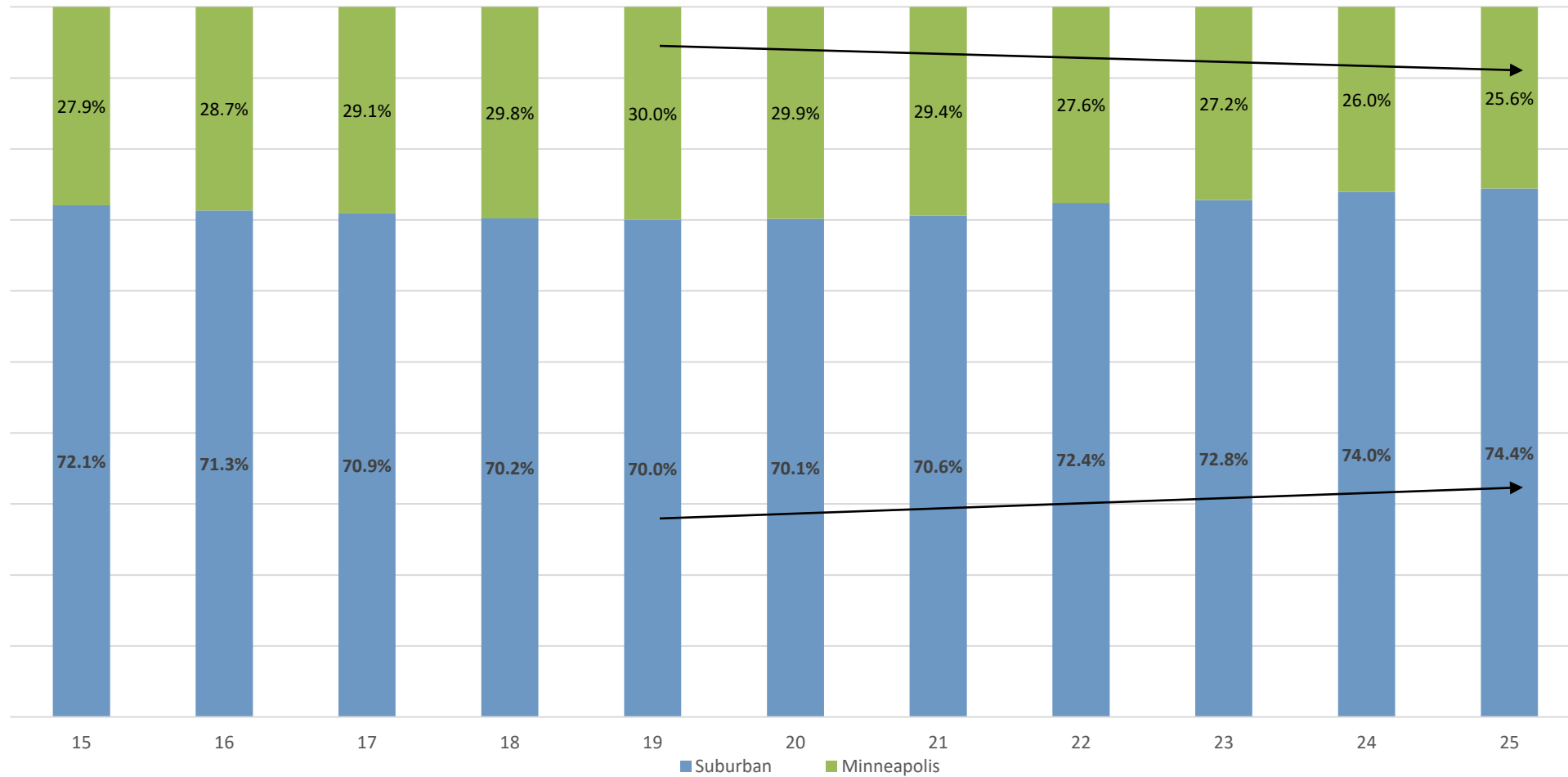
City of Plymouth
Net Tax Capacity History



Source: Hennepin County Assessment Report



Hennepin County Taxable Market Value Suburban vs Minneapolis



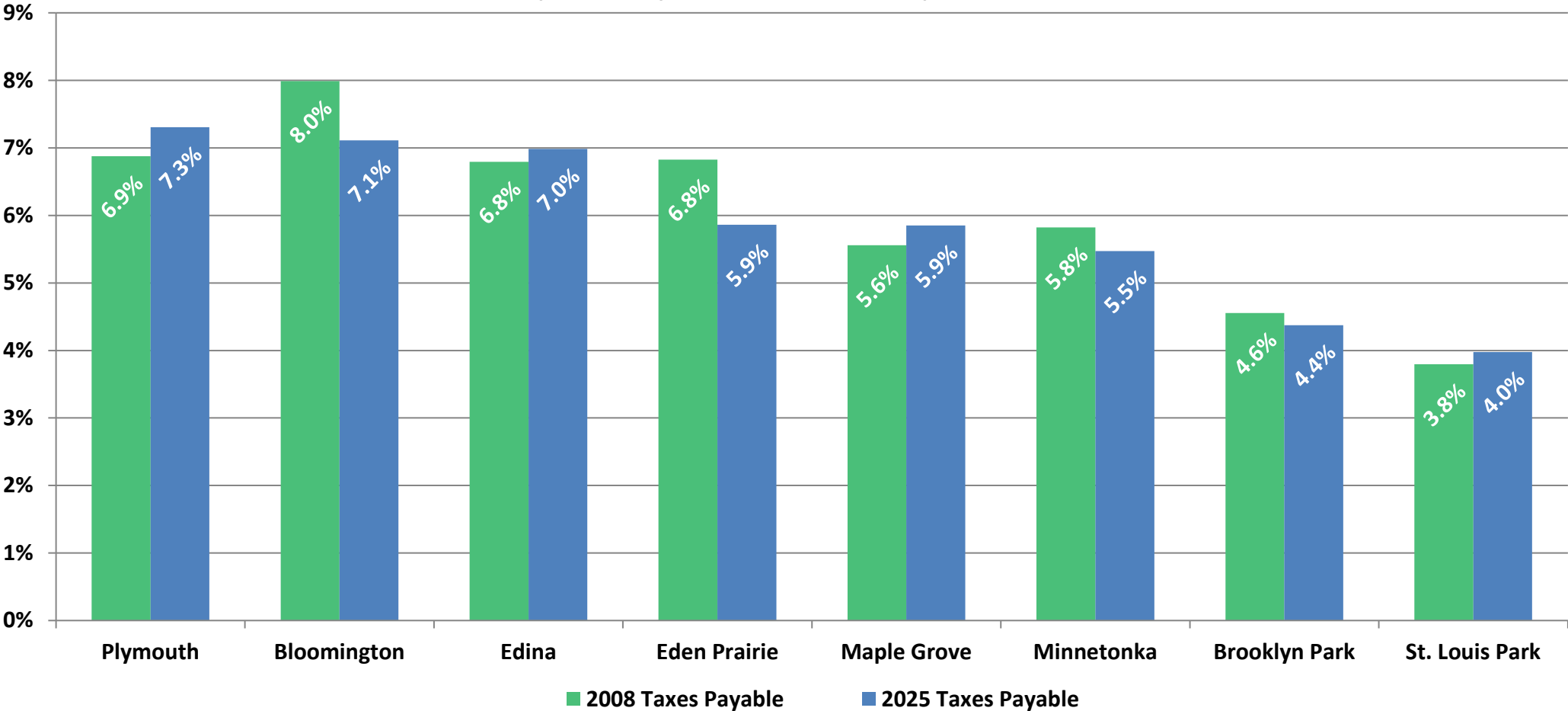
Source: Hennepin County Assessment Report



2025 FINANCIAL OVERVIEW



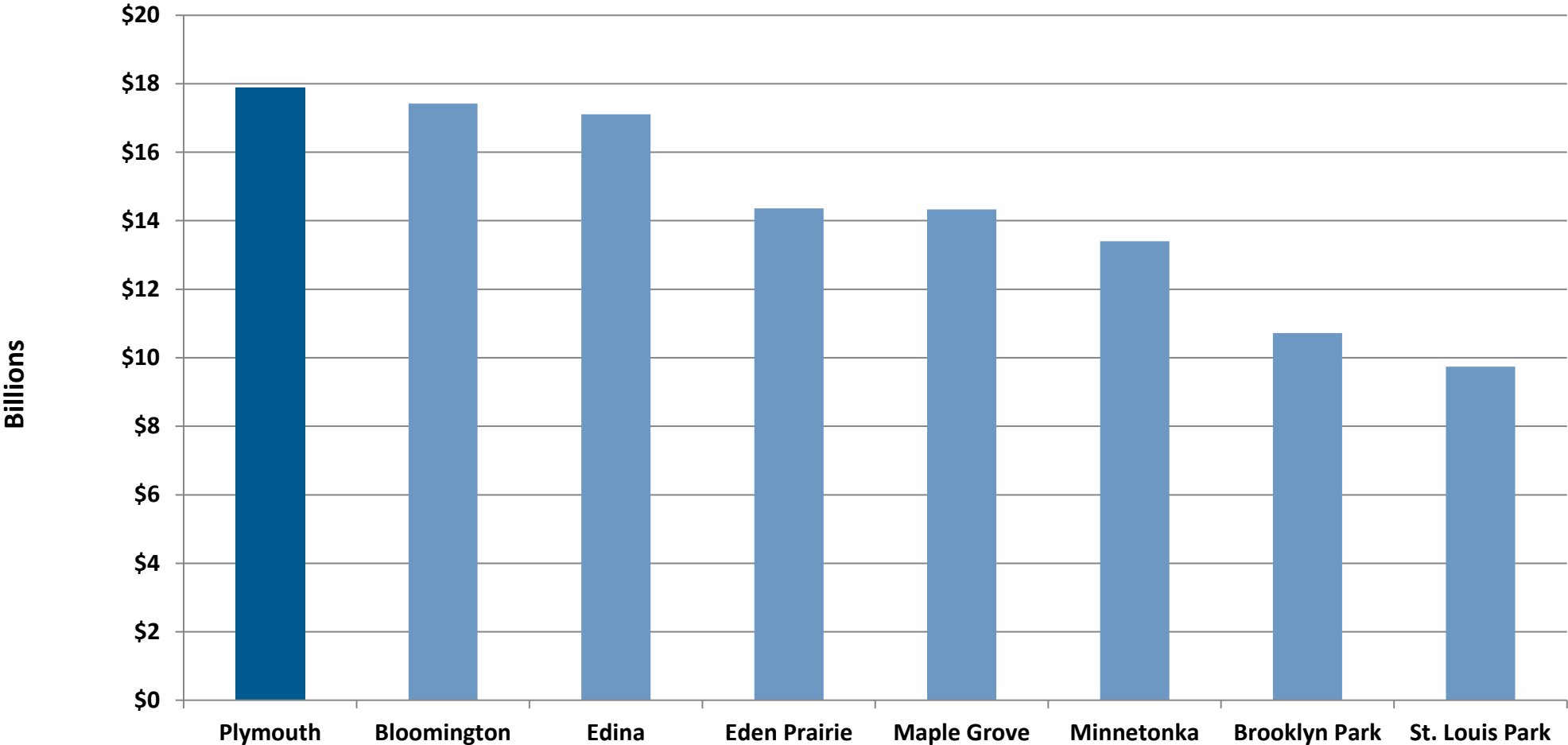
**Total Taxable Market Value
As Percentage of Total County Market Value
Hennepin County Suburbs > 45,000 Population**



Source: Hennepin County



Taxable Market Value
Hennepin County Suburbs > 45,000 Population



Source: Hennepin County



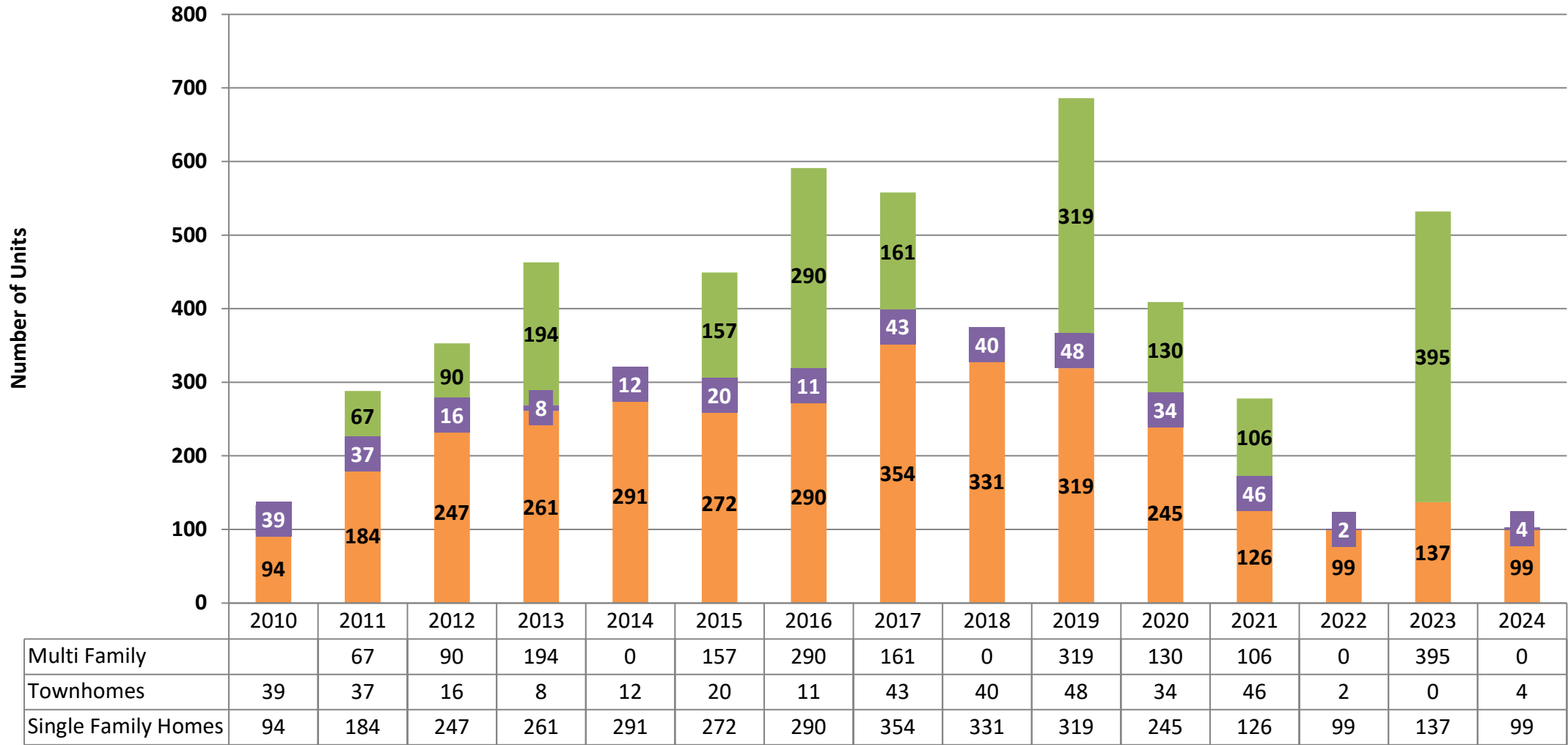
Economy



2025 **FINANCIAL OVERVIEW**



City of Plymouth Residential Building Permits 2010 - 2024



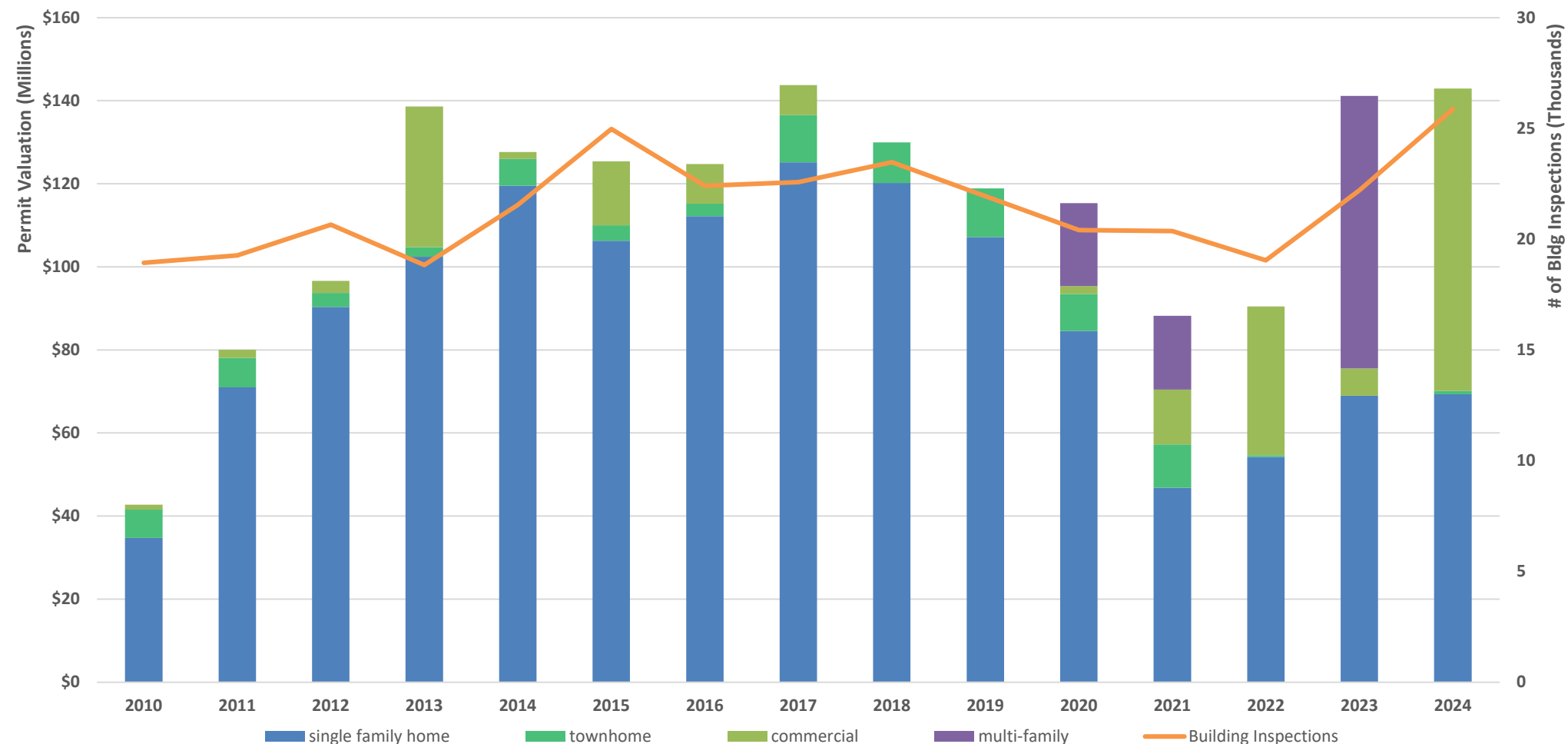
Single Family Homes Townhomes Multi Family



2025 FINANCIAL OVERVIEW



City of Plymouth Permit Valuation and Building Inspections



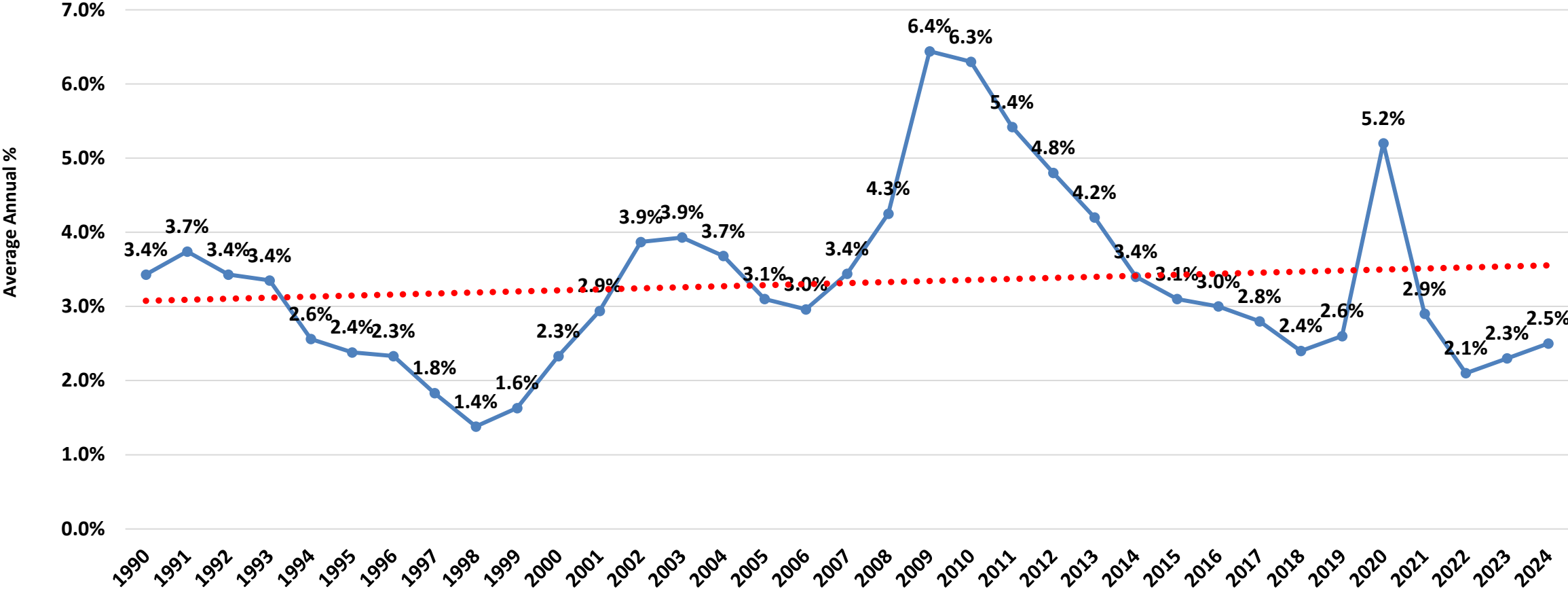
Commercial and Multi-Family only available beginning in 2020



2025 FINANCIAL OVERVIEW



City of Plymouth Unemployment Rate



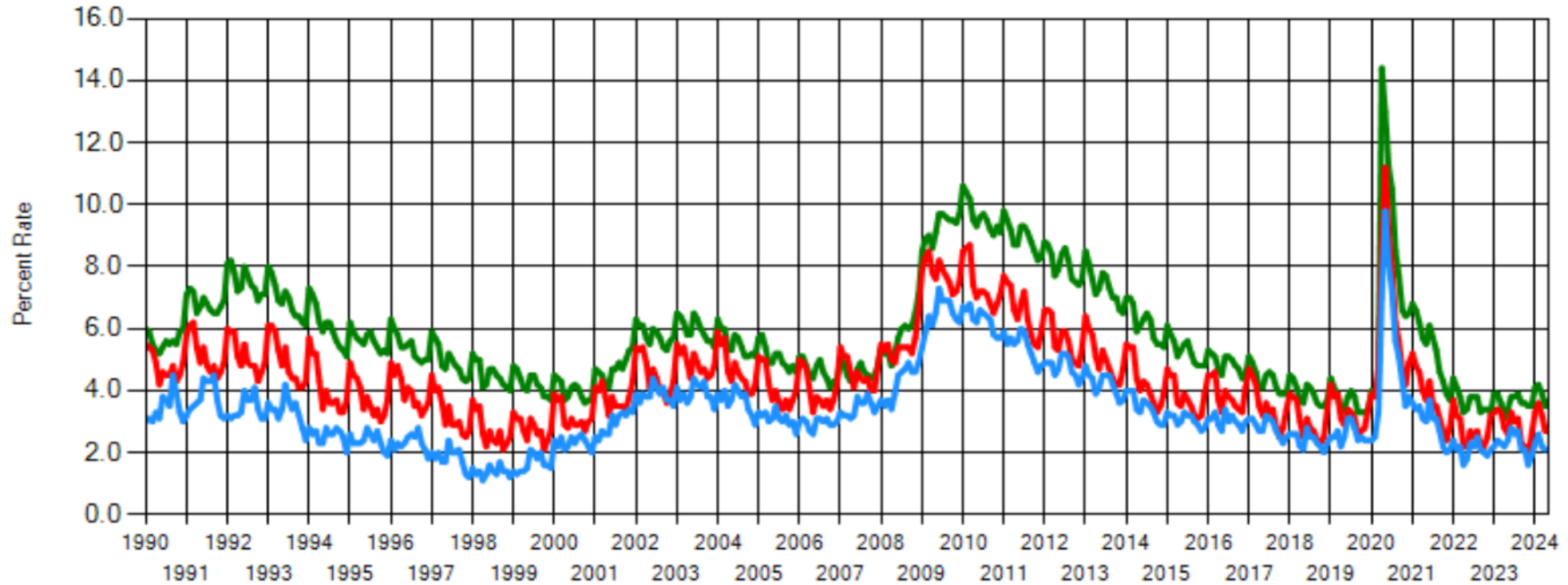
Source: DEED



2025 FINANCIAL OVERVIEW



Unemployment Rates



2024
US 3.8%
MN 2.6%
Plymouth 2%

Source: DEED Labor Market Information Office
Local Area Unemployment Statistics (LAUS)

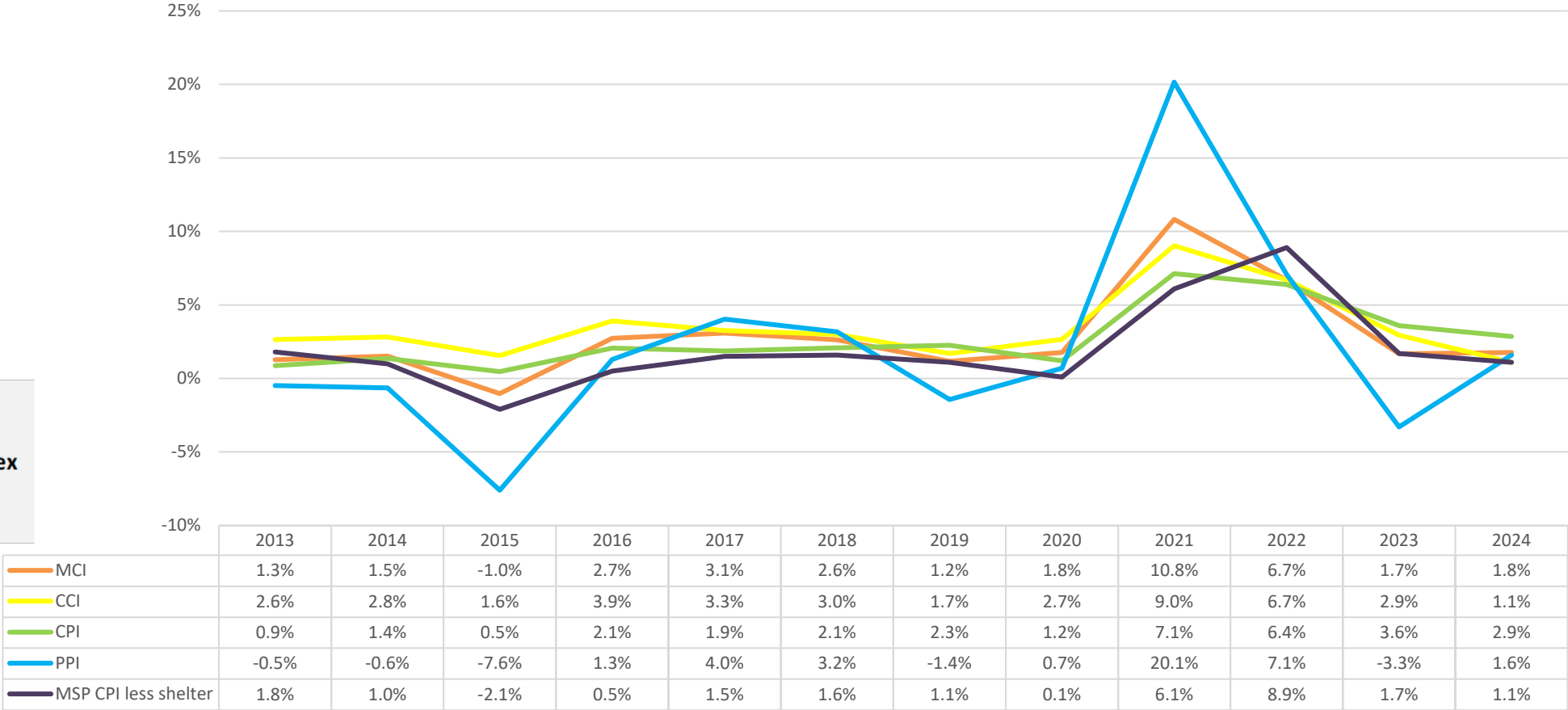


2025 FINANCIAL OVERVIEW



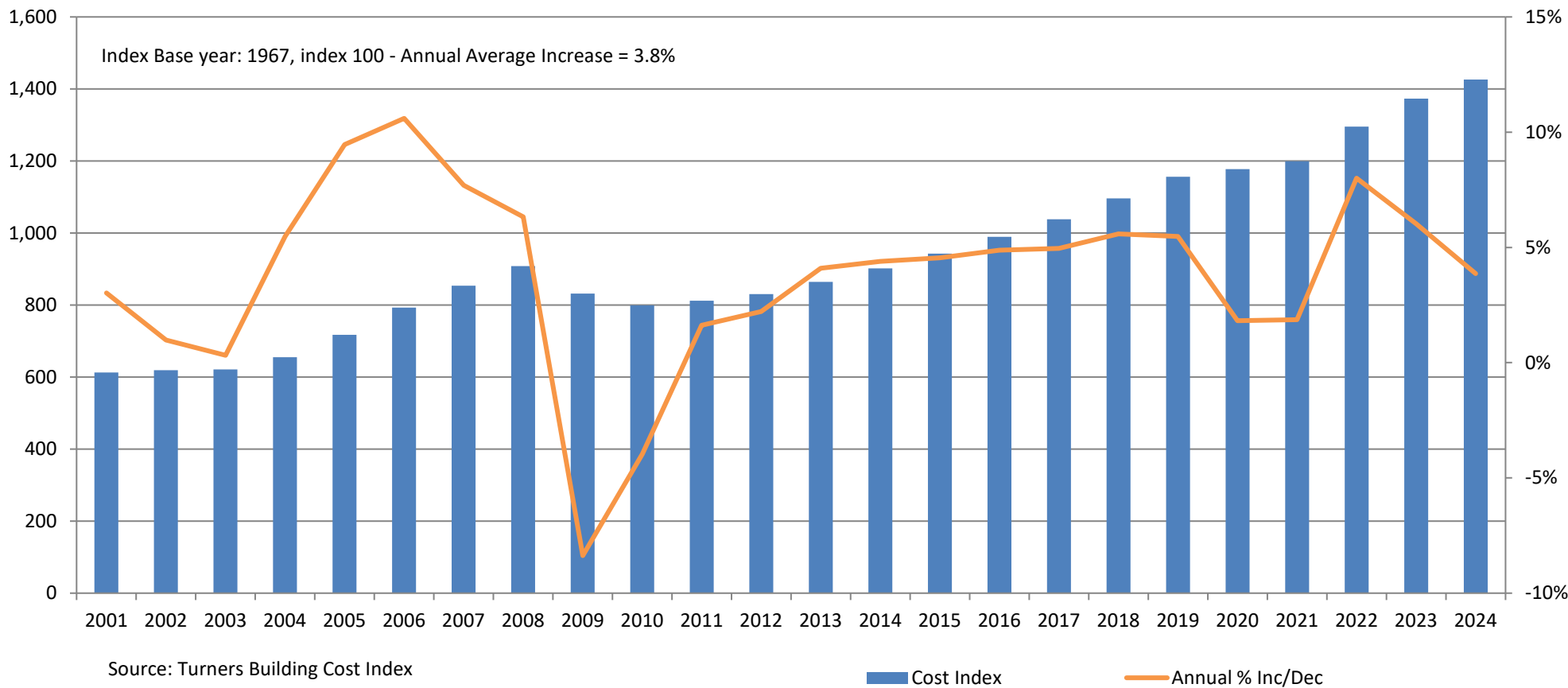
Cost Indices

Abbreviations
MCI = Municipal Cost Index
CCI = Construction Cost Index
CPI = Consumer Price Index
PPI = Producer Price Index

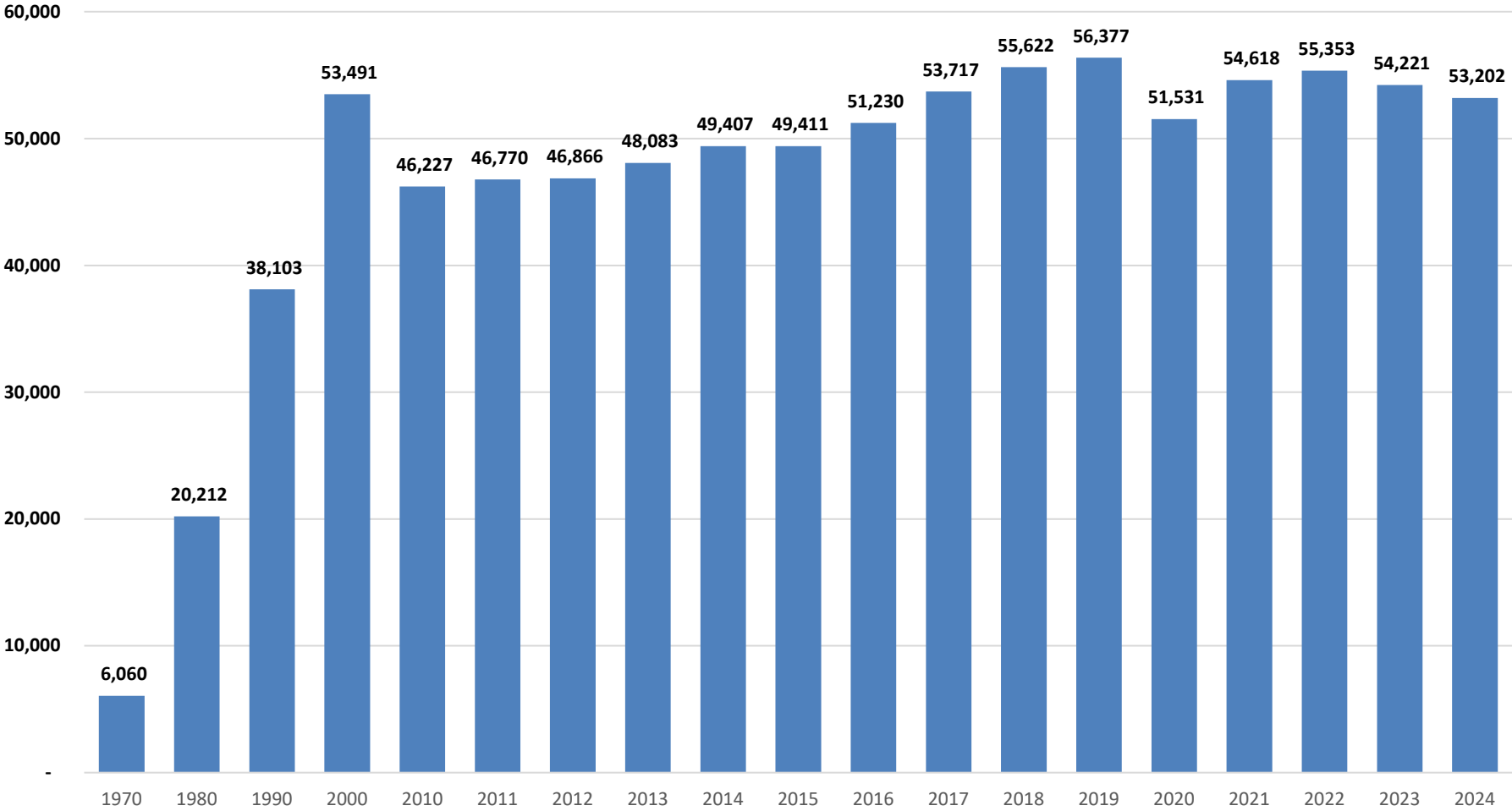


Source: Americancityandcounty.com/municipal-cost-index

Annual Construction Cost Index w/annual increase/decrease %

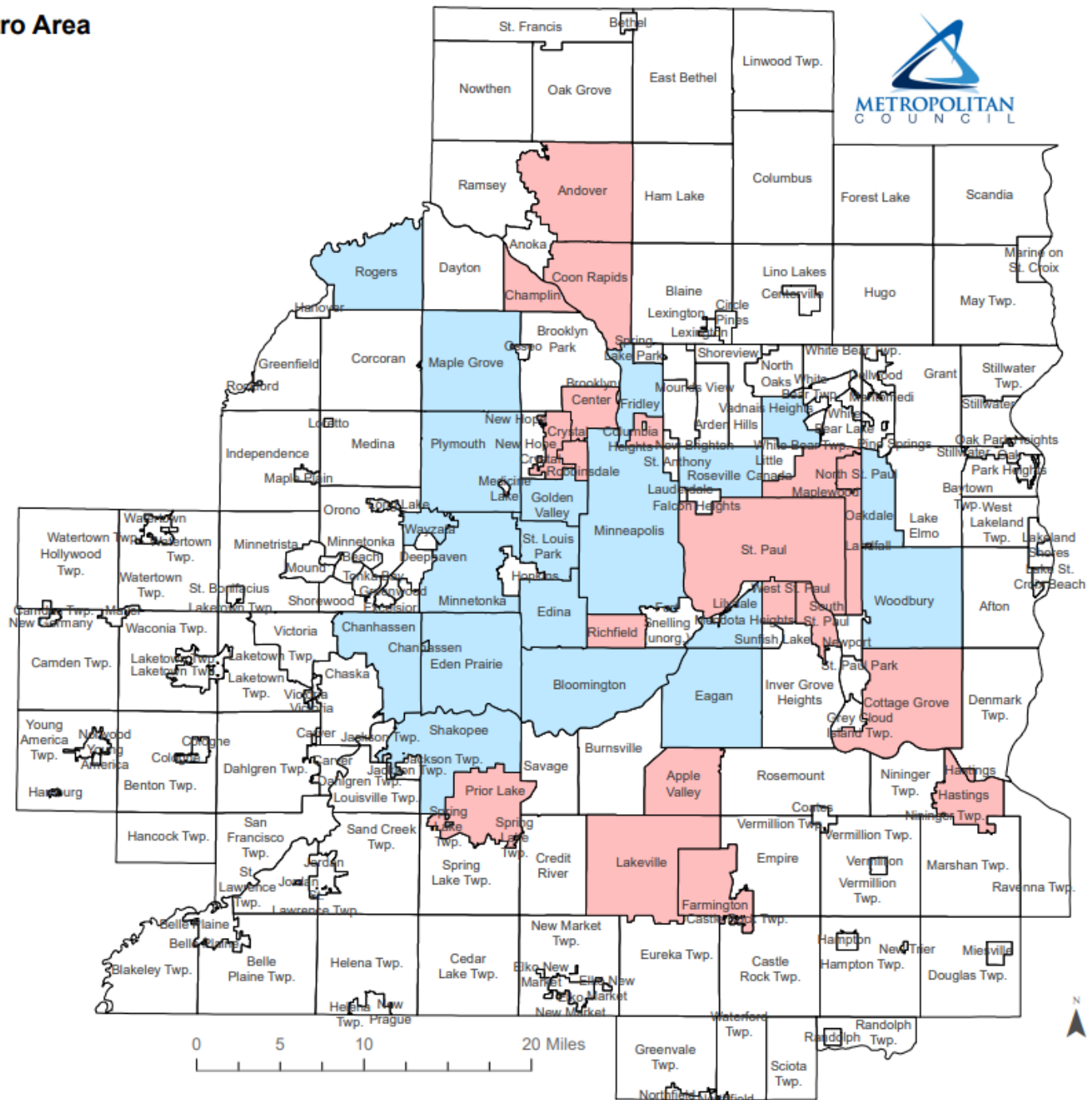


Employment in Plymouth

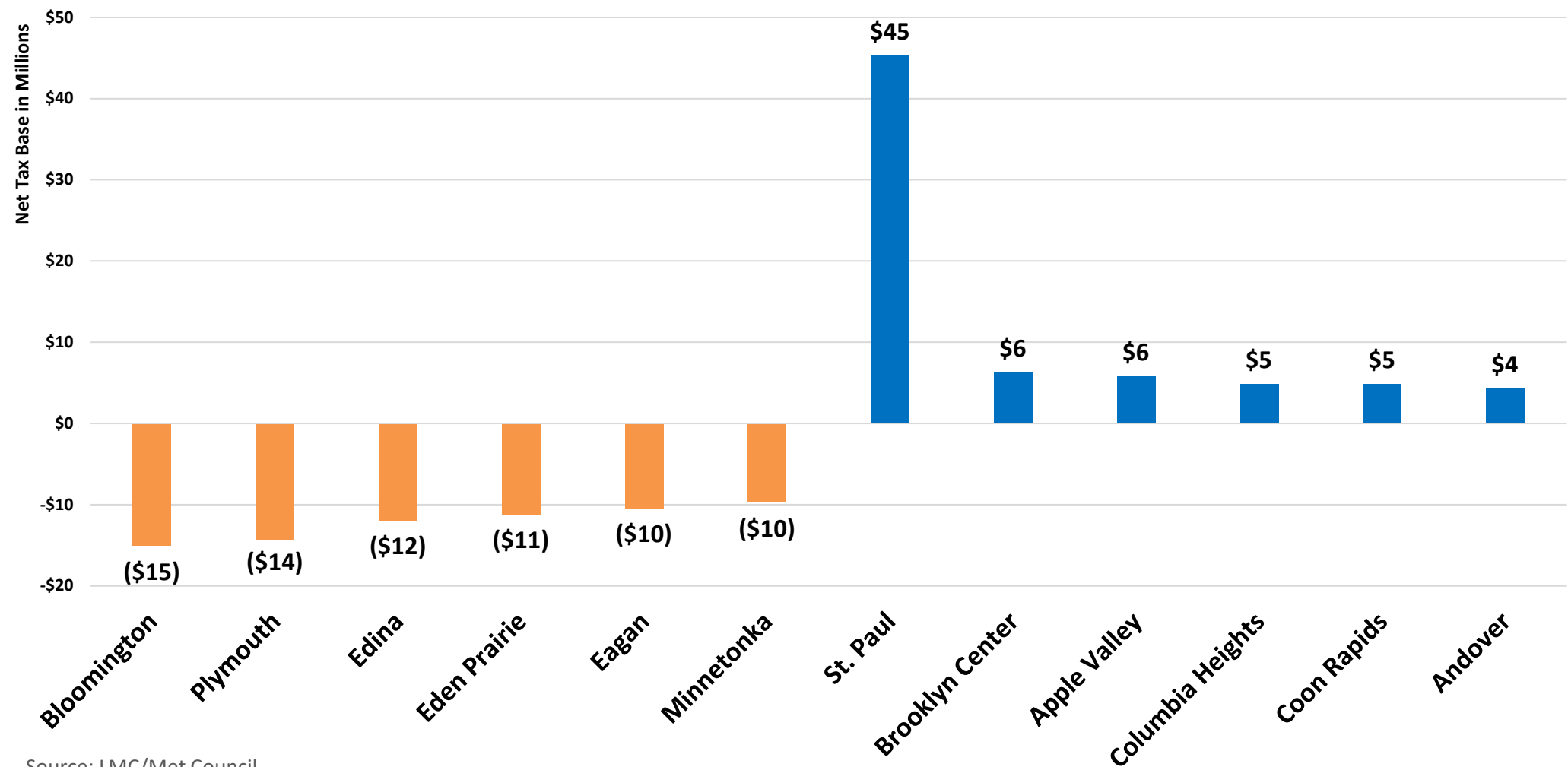


Source: Met Council





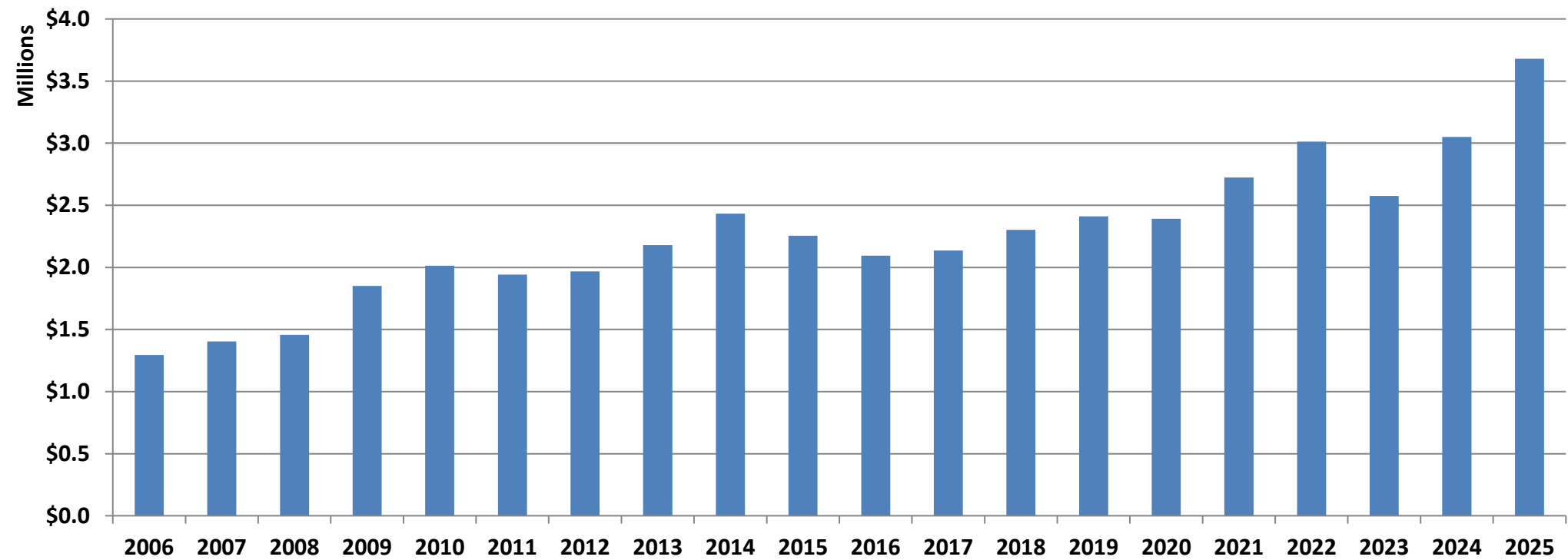
Metro Fiscal Disparities Program - Top Contributors/Recipients in 2025



Source: LMC/Met Council

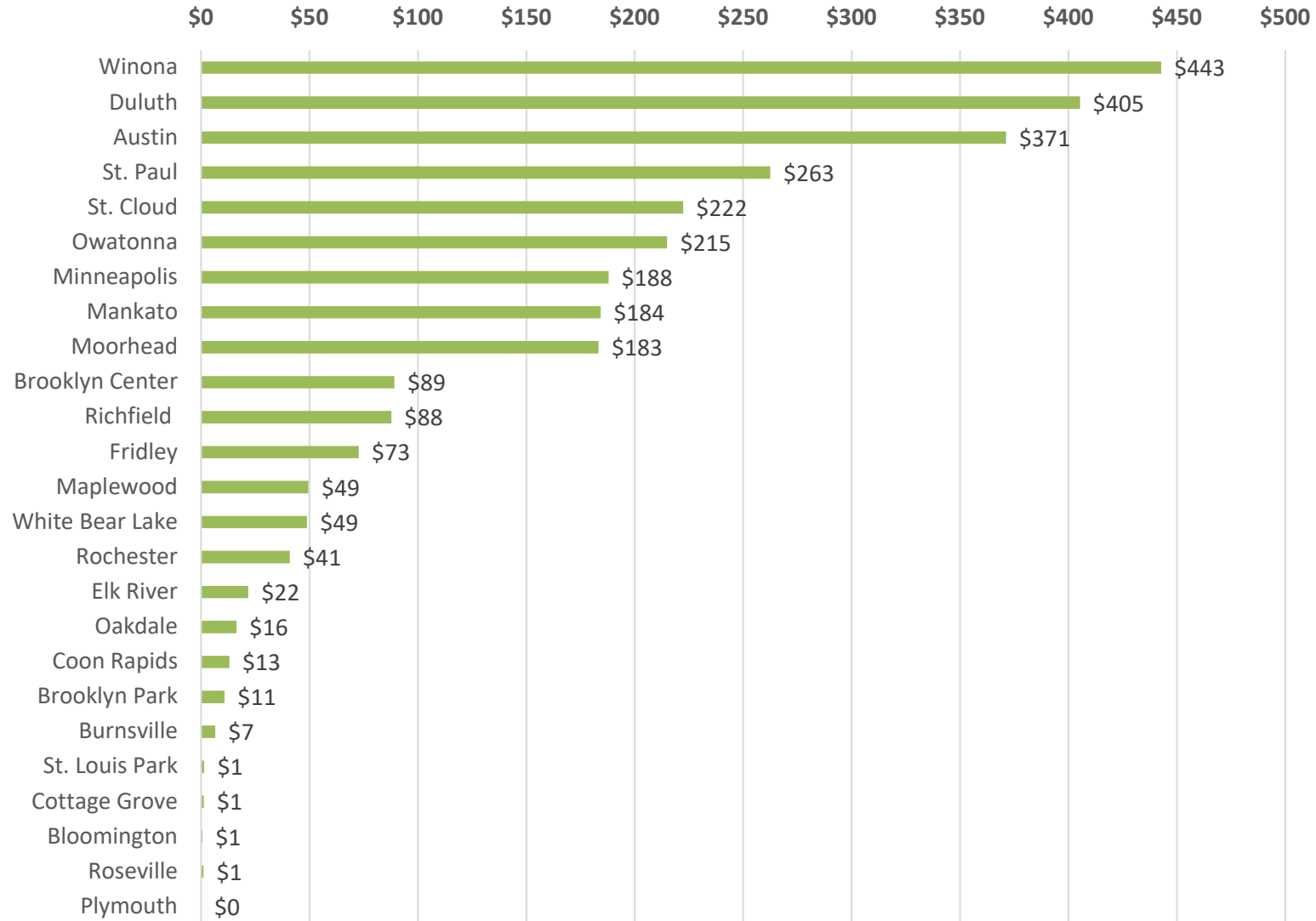


City of Plymouth
Net Dollars
Lost to Fiscal Disparities



Source: Met Council

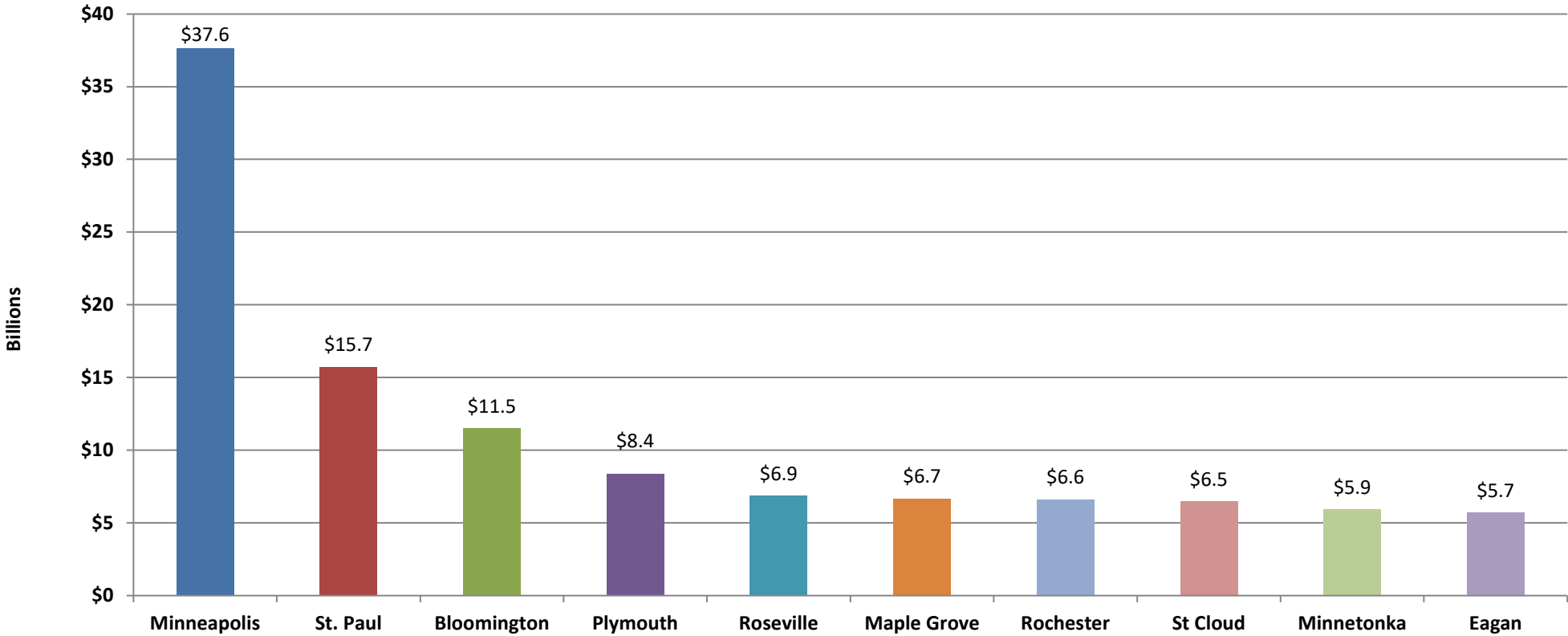
LGA Per Capita MN Cities > 25,000 Population



2025 FINANCIAL OVERVIEW



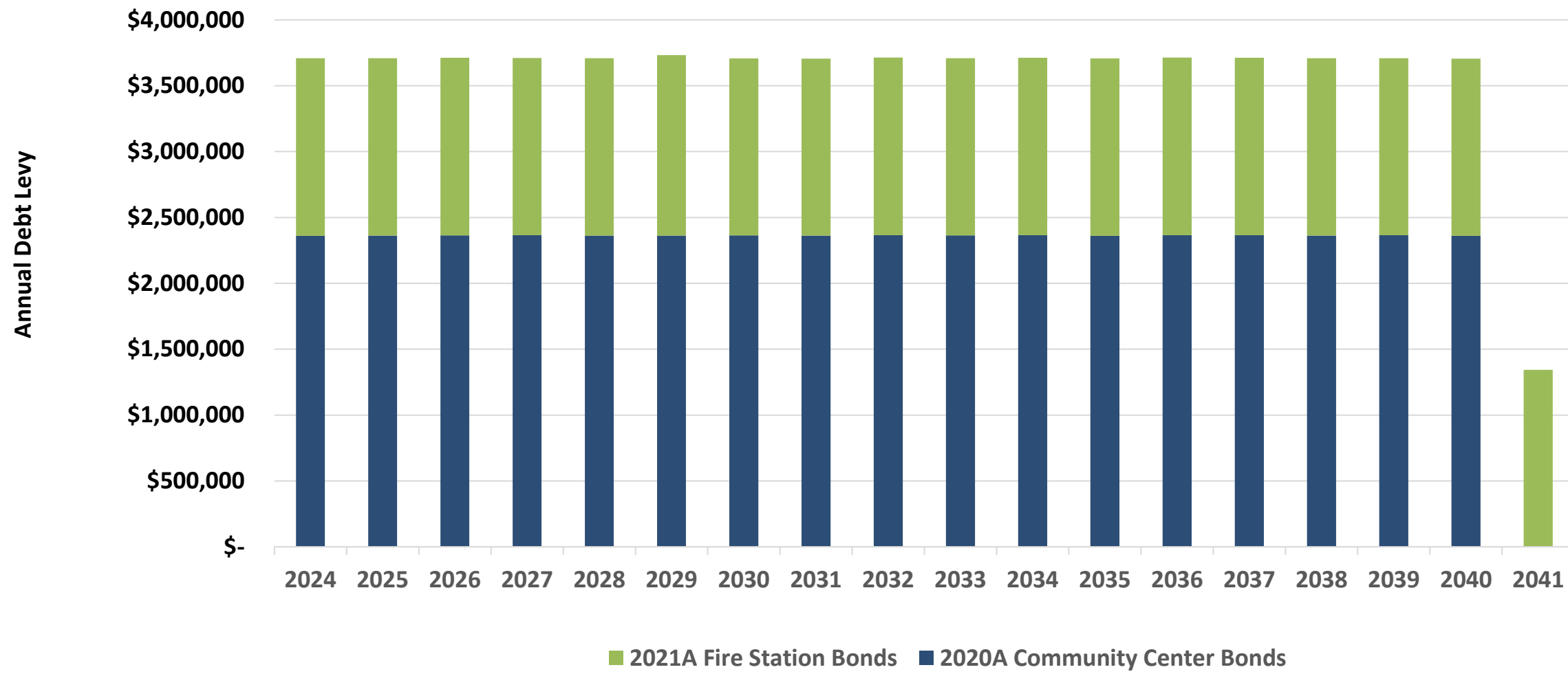
Gross Business Sales by City
MN Dept. of Revenue - 2023



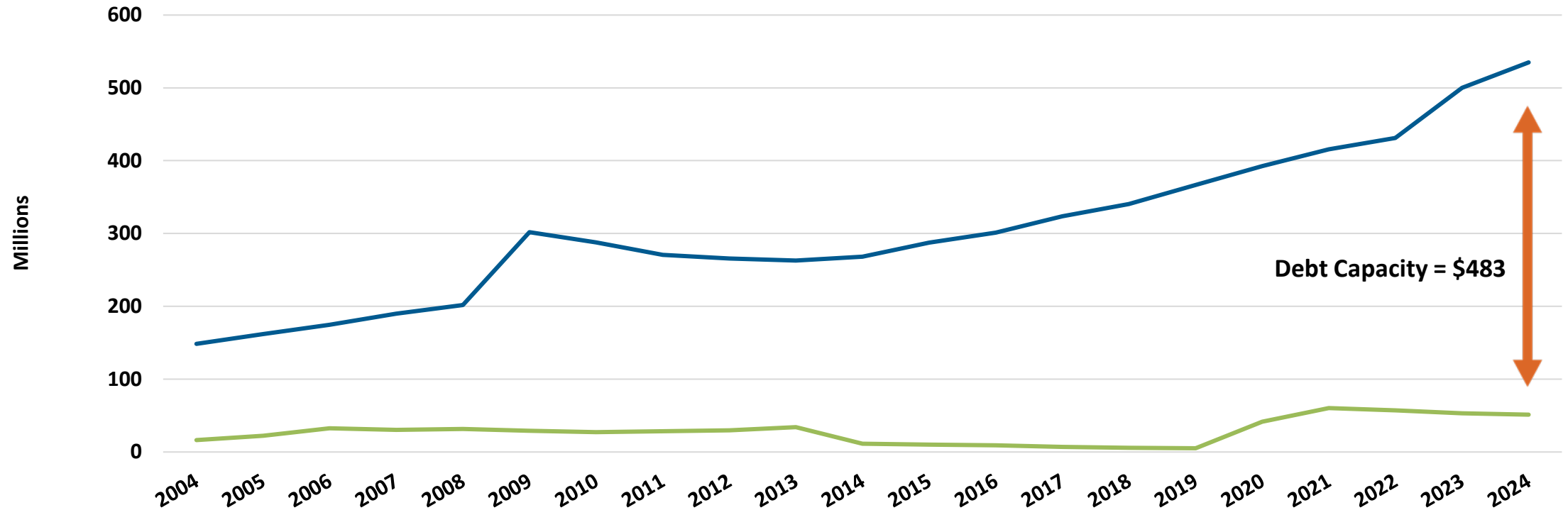
Debt



City of Plymouth Levies for Current Tax Supported Debt



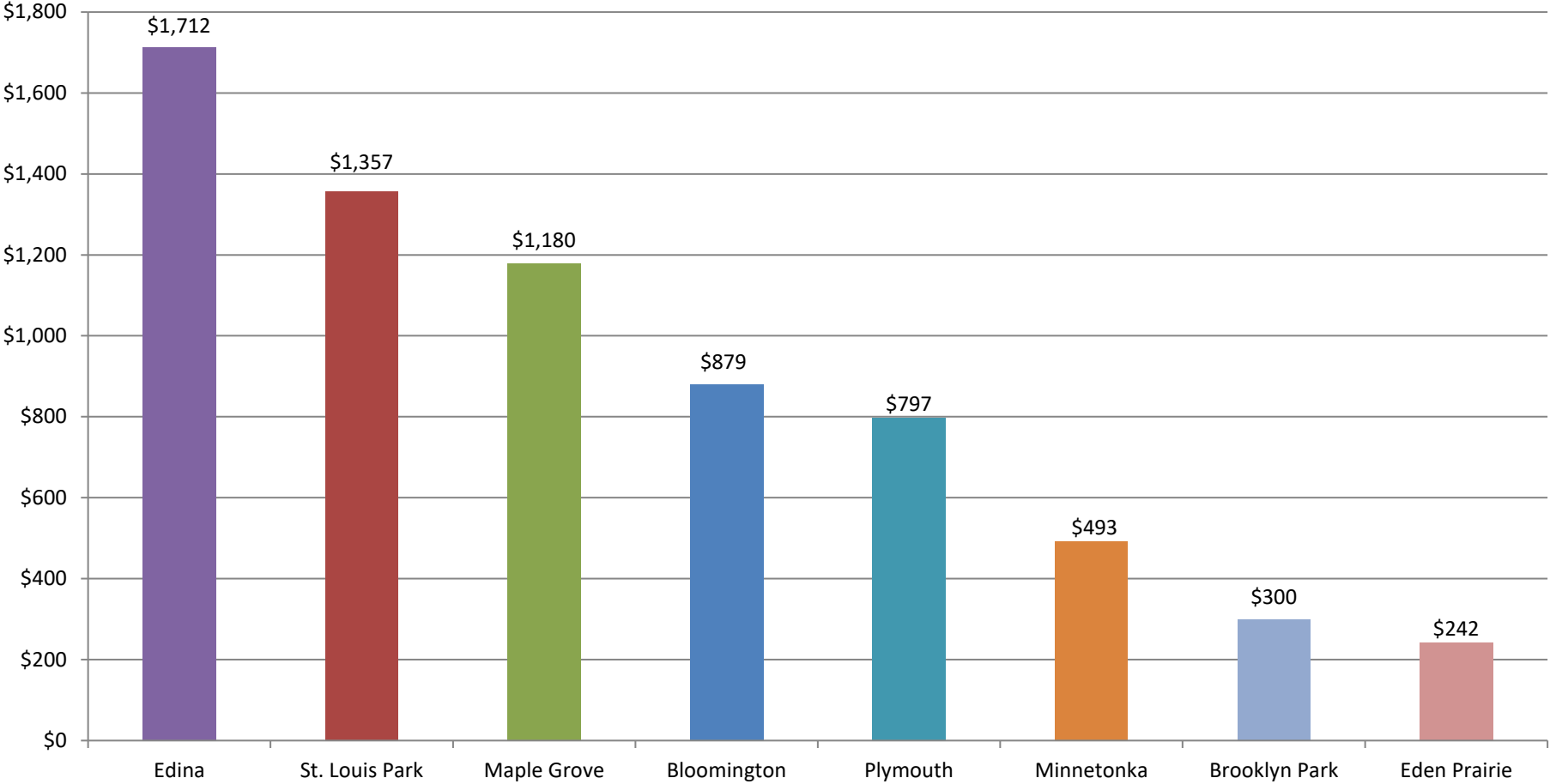
Statutory Debt Limit Versus Actual Debt



* In 2008, State Statute was changed from 2% to 3% of taxable market value



Direct Net Debt Per Capita
Hennepin County Suburbs > 45,000 Population
City Portion Only

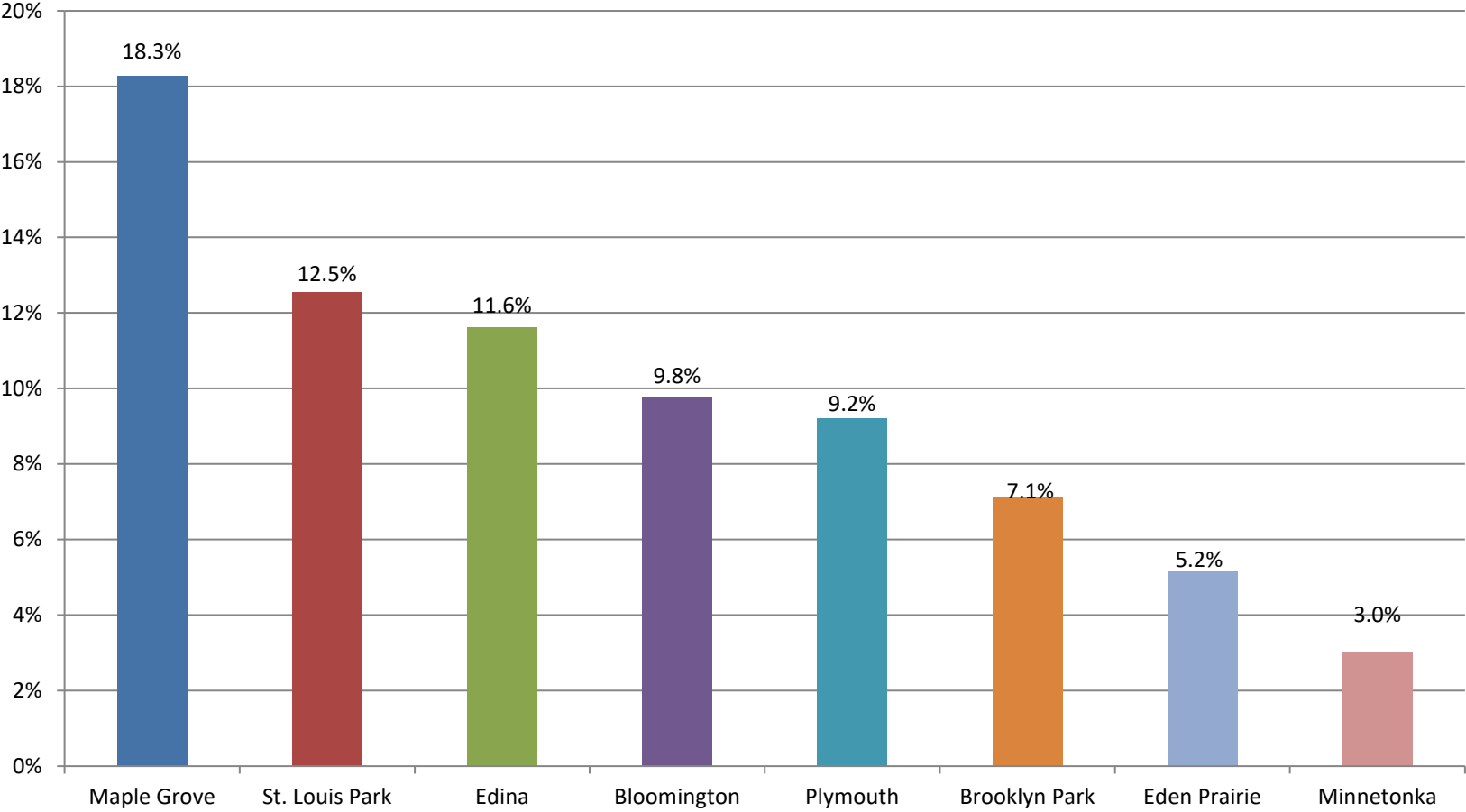


Source: Metropolitan Council (2023), City Financial Reports (2023)

Average = \$870



Debt Service as % of Operating Expenses
City portion only

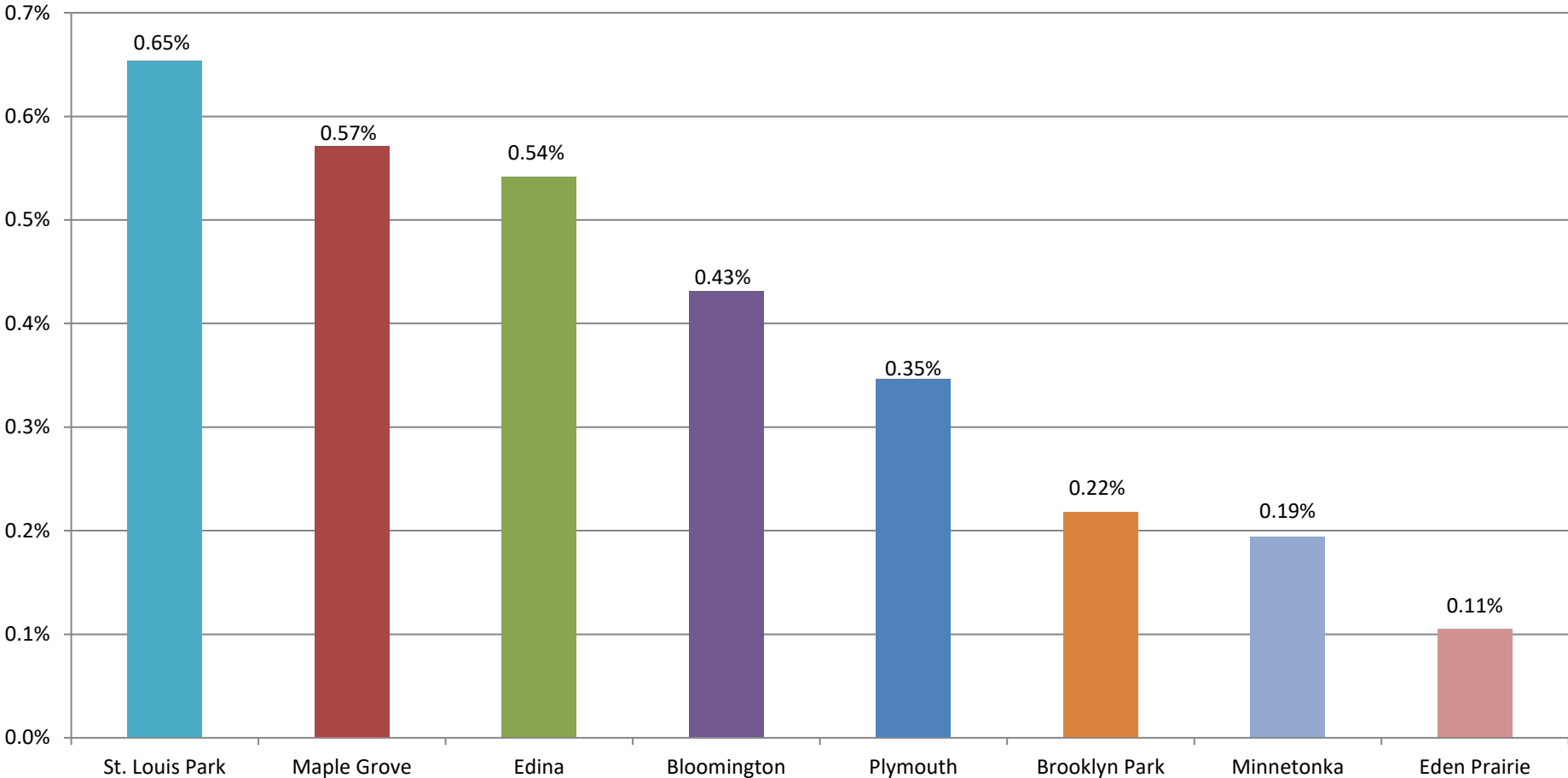


Source: City Financial Reports (2023)

Average = 9.6%



Direct Net Debt as % of Market Value
Hennepin County Suburbs > 45,000 Population
City portion only

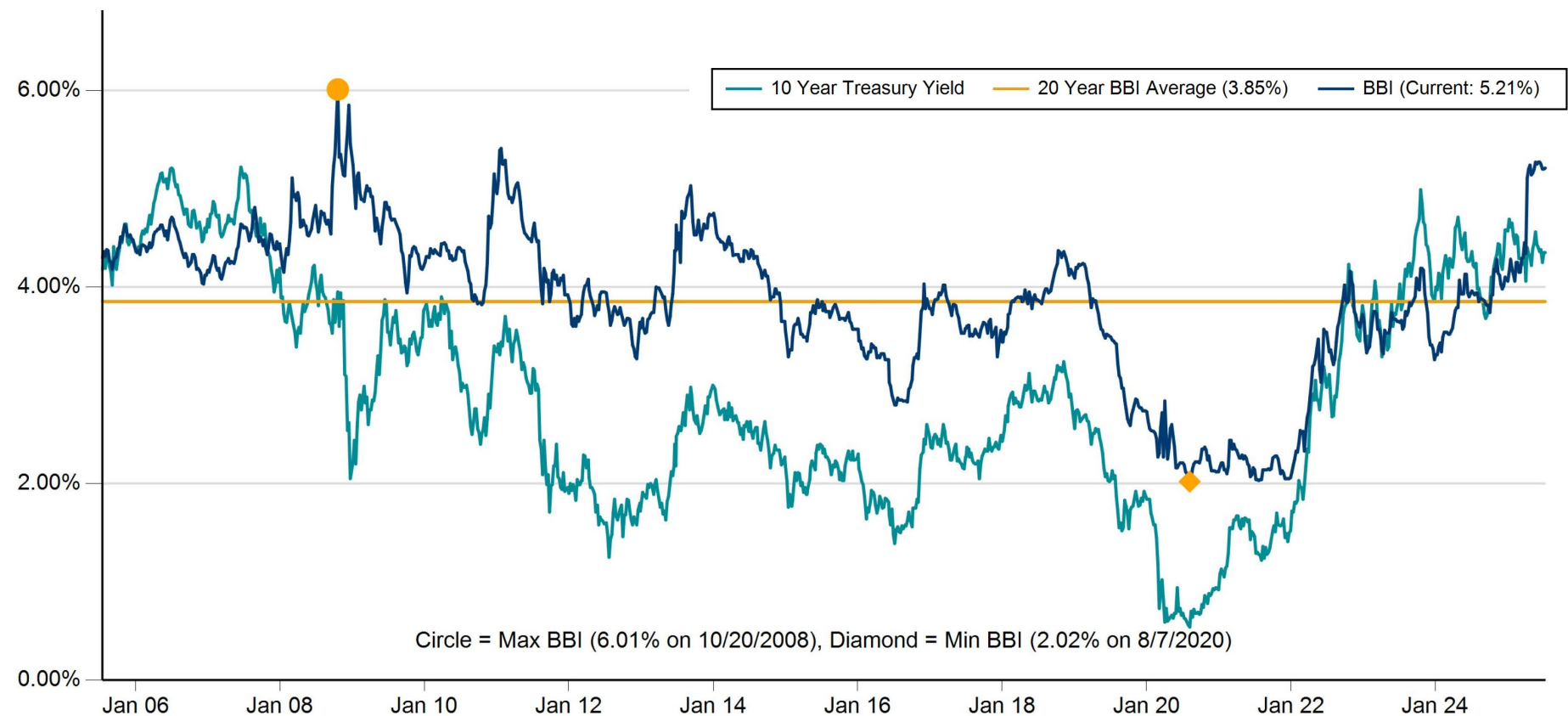


Source: MN Department of Revenue, City Financial Reports (2023)

Average = 0.38%



Historic Bond Rates – 20 Year Trend in Municipal Bond Indices
Weekly Rates July 2005 – July 2025



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Source: The Bond Buyer



2025 FINANCIAL OVERVIEW



City of Plymouth Bond Rating



STANDARD
& POOR'S

Aaa

AAA



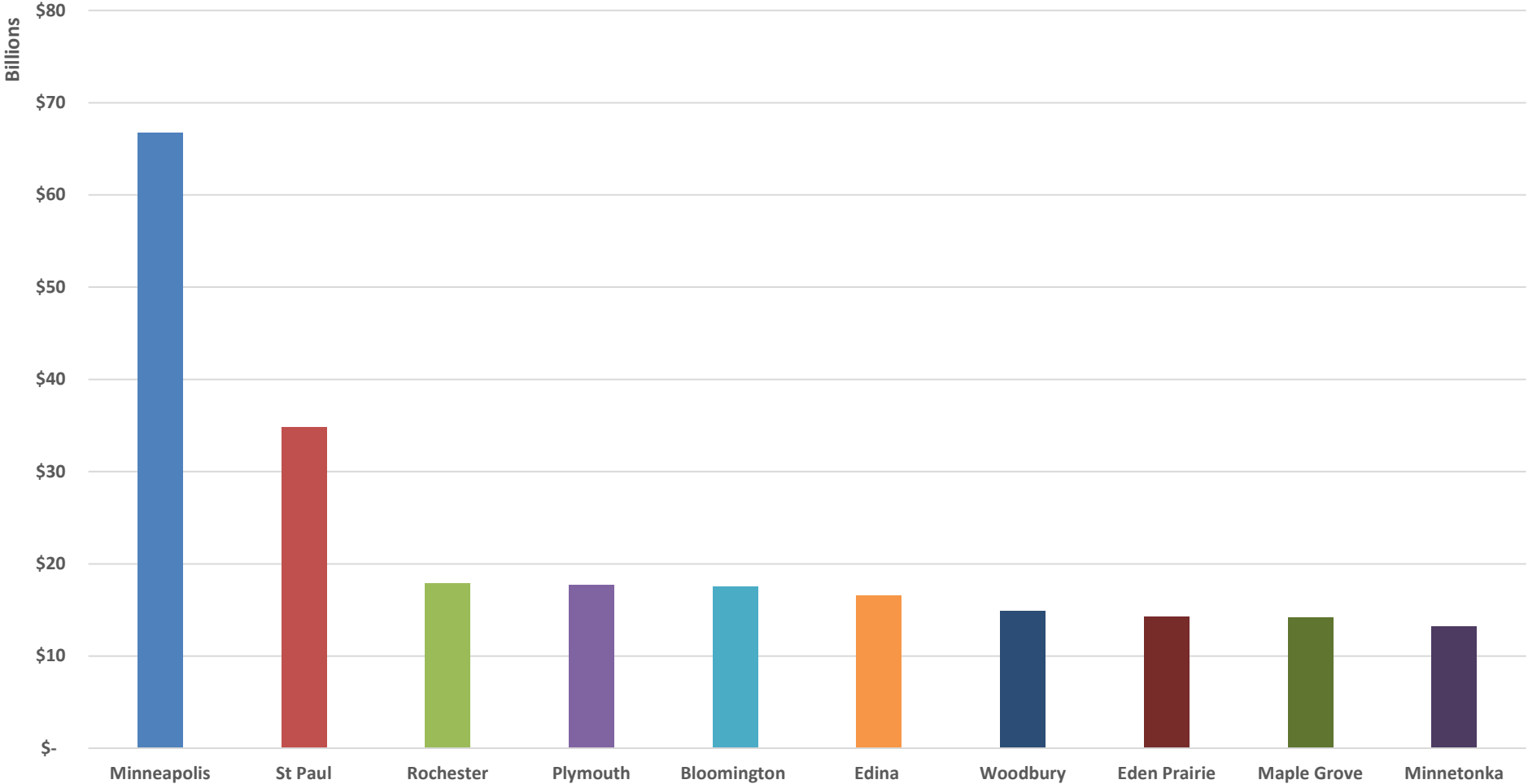
2025 **FINANCIAL OVERVIEW**



Other Comparisons



Pay 2024 Total Market Value



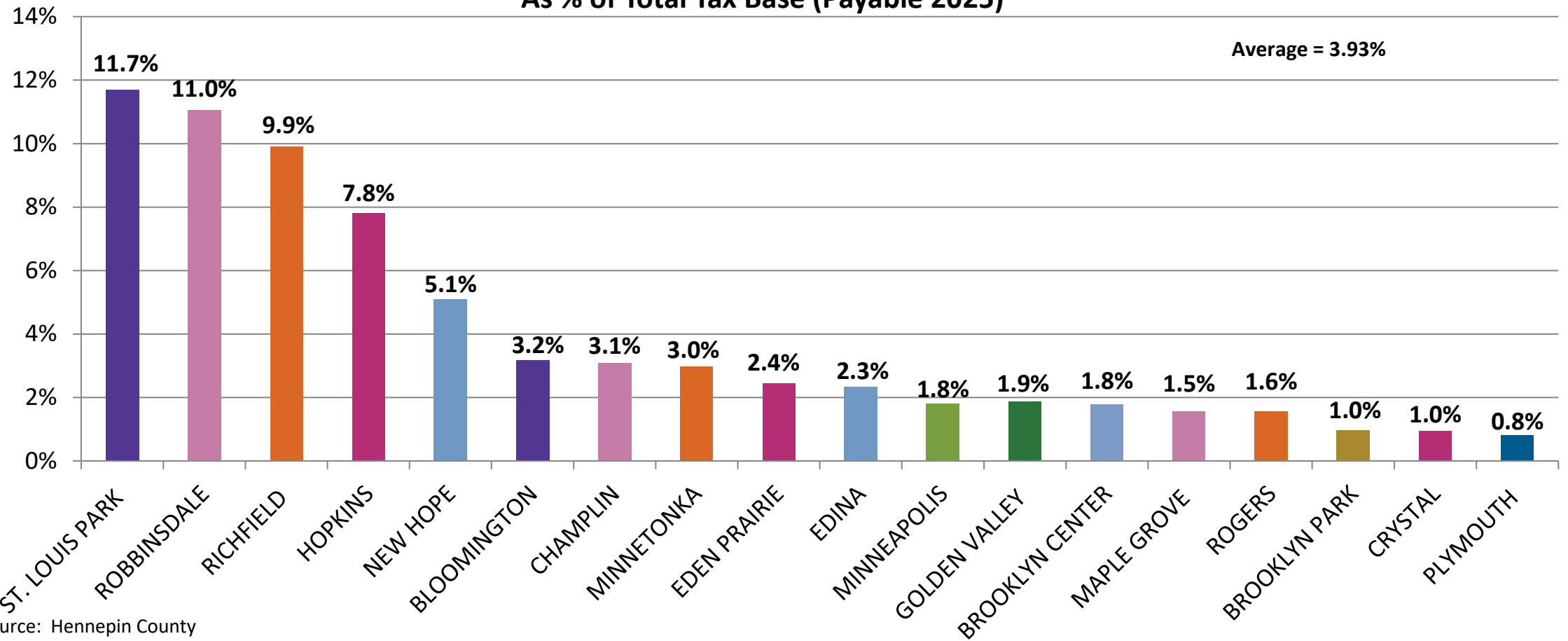
Source: LMC



2025 FINANCIAL OVERVIEW



Tax Increment Captured **Hennepin County Cities > 10,000 Population** **As % of Total Tax Base (Payable 2025)**



Source: Hennepin County



2025 FINANCIAL OVERVIEW





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 proposed minutes.

2. Background:

Not applicable.

3. Budget Impact:

Not applicable.

4. Attachments:

1. June 24 Special
2. June 24 Regular

Proposed Minutes Special Council Meeting June 24, 2025

Mayor Wosje called a Special Meeting of the Plymouth City Council to order at 4:00 p.m. at Plymouth City Hall, 3400 Plymouth Boulevard, on June 24, 2025.

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

PLYMOUTH COUNCIL ABSENT: None.

PLYMOUTH STAFF PRESENT: City Manager Callister, Deputy City Manager Solano, Public Works Director Thompson, Public Safety Director Fadden, Fire Chief Coppa, Community and Economic Development Director Fernelius, Parks and Recreation Director Tomlinson, Finance Director Rich, Human Resources Director Timpone, Assistant Fire Chief Etzel, Assistant Fire Chief Baker, Assistant Fire Chief Jurek, Public Safety Analyst Gilbert, Communications Manager Kastner, Communications Specialist Rosemeyer, and City Clerk/Administrative Coordinator Gallup.

Fire services update

Staff provided background information on the city's fire services model, response times, challenges, and staffing challenges. Council asked questions and provided feedback.

Community survey update

Staff provided background information on the National Community Survey that the city has conducted every three years since 2019 and is scheduled to complete again this fall. The survey includes questions about community livability as well as respondent demographics. The survey methodologies are designed to be statistically valid, ensuring that the results accurately represent the population as a whole. Council asked questions and provided feedback.

Interview Housing and Redevelopment Authority and Destination Marketing Organization Advisory Board candidates

Council interviewed candidates for the vacant seat on the Housing and Redevelopment Authority and the vacant seat on the Destination Marketing Organization Advisory Board and selected their top candidate for each board to be appointed during the regular meeting.

Set Future Study Sessions

The following study sessions were scheduled:

- Discuss local sales tax timeline and projects on July 22 at 5 p.m.
- Move discussion on council policies and listening session to August 12 at 5 p.m.

Adjournment

Mayor Wosje adjourned the meeting at 6:51 p.m.

Jodi M. Gallup, City Clerk/Administrative Coordinator

Proposed Minutes Regular City Council Meeting June 24, 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 June 24, 2025.

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

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, Human Resources Director Timpone, Finance Director Rich, Fleet and Facilities Manager Hanson, City Attorney Mattick, and City Clerk/Administrative Coordinator Gallup.

Plymouth Forum

Scott Johnson, 15420 3rd Avenue N., expressed his previous concerns regarding the safety and welfare of the community.

Presentations and Public Information Announcements

(4.1) Comments from State Representative Ginny Klevorn, Representative Ned Carroll, and Senator Bonne Westlin.

State Representative Klevorn presented an update on her legislative work and expressed her gratitude toward Public Safety Director Fadden, Sergeant Todd Kloss, and the entire Plymouth Police Department.

Representative Carroll also expressed his gratitude for the swift and clear instructions that were provided to his family.

Senator Westlin expressed her gratitude for the work of the Plymouth Police Department.

(4.2) Announce Music in Plymouth (MIP) 5K on June 28 and MIP Event on July 2

Barbara Willis and Mele Willis, representing the Plymouth Civic League, announced the dates for Music in Plymouth and the Music in Plymouth 5K Run.

(4.3) Proclamation recognizing LGBTQ+ Pride Month

Councilmembers Pointner and Nelson read the proclamation declaring June 2025 as LGBTQ+ Pride Month.

(4.4) Present Annual Financial Overview

This item was tabled until July 22, 2025.

Approval of Agenda

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

Consent Agenda

Motion was made by Councilmember Gregor, 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 June 10, 2025.
- (6.2)** Resolution approving disbursements ending June 13, 2025 (Res2025-169).
- (6.3)** Resolution approving site plan amendment for Tushie Montgomery Architects to allow expansion of Latuff's Pizzeria, 10820 Highway 55 (2025027) (Res2025-170).
- (6.4)** Resolution approving conditional use permit for an attached garage that would exceed 1,000 square feet in floor area for property located at 2730 Sycamore Lane (2025034) (Res2025-171).
- (6.5)** Resolution authorizing contract with Wayzata Independent School District #284 for school resource officer services (Res2025-172).
- (6.6)** Resolution declaring official intent to amend reimbursement to the city for expenditures made in connection with a certain project from the proceeds of tax-exempt bonds to be issued in compliance with reimbursement bond regulations under the internal revenue code (Res2025-173), Resolution amending the terms of up to a \$22,500,000 interfund loan in connection with a proposed tax increment financing district (County Road 73 Project) (Res2025-174).
- (6.7)** Resolution accepting grant with the U.S. Environmental Protection Agency for the Zachary Water Treatment Plant Enhancements Project (WA230001) (Res2025-175).
- (6.8)** Resolution awarding contract for the Roof Replacement Project at City Hall (Res2025-176).
- (6.9)** Resolution approving variances for Homeward Bound Inc. at 13522 Sunset Trail North (2025035) (Res2025-177).
- (6.10)** Ordinance amending impound fees (Ord2025-07), Resolution approving summary publication of Ordinance No. 2025-07 (Res2025-178).

(6.11) Resolution approving final plat and development contract for “Sunset Bluff” (2025033) (Res2025-179).

(6.12) Resolution approving a site plan amendment and variance for white cap for property located at 13135 County Road 6 (2025015) (Res2025-180).

(6.13) Resolution approving final closeout for the 19th Avenue and Dunkirk Lane Pond Improvement Project (WR190001) (Res2025-181).

(6.14) Resolution approving refurbishments to Oshkosh Tactical Protector vehicle (Res2025-182).

(6.15) Resolution approving reporting for the Local Performance Measurement Program (Res2025-183).

(6.16) Resolution consenting to an assignment of tax increment revenue note and development agreement and authorizing execution of consent (Res2025-184).

(6.17) Resolution awarding contract for the Lancaster Lift Station Rehabilitation and Electrical Renovation Project (SS250001) (Res2025-185).

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

Public Hearings

(7.1) Accept 2024 Annual Comprehensive Financial Report (Aaron Nielson, LB Carlson)

Finance Director Rich presented this item and stated the city received its Excellence in Finance Reporting Award for 2024.

Aaron Nielsen, LB Carlson audit partner, presented and reviewed the comprehensive financial report, the auditor’s role and results, and the general fund’s financial position. He summarized the report and stated there were no weaknesses, instances of noncompliance, or misuse of federal funds.

Mayor Wosje opened the public hearing.

Mayor Wosje closed the public hearing.

Motion was made by Councilmember Gregor, and seconded by Councilmember Nelson, to adopt Resolution accepting the 2024 Annual Comprehensive Financial Report and audit (Res2025-186). With all members voting in favor, by roll call vote, the motion carried.

General Business

(8.1) Approve staff recommendation to participate in Met Council housing nexus study

Community and Economic Development Director Fernelius presented this item, noting it was a follow-up to the study session held on May 27, 2025. He recommended participating in the Met Council nexus study.

Motion was made by Councilmember Pointner, and seconded by Councilmember Spoonheim, to adopt Resolution approving the City of Plymouth to participate in the Met Council nexus housing study (Res2025-187). With all members voting in favor, by roll call vote, the motion carried.

(8.2) Approve appointments to the Housing and Redevelopment Authority and Destination Marketing Organization Advisory Board

Mayor Wosje presented this item and noted the appointments to the Housing and Redevelopment Authority and Destination Marketing Organization Advisory Board.

Motion was made by Councilmember Spoonheim, and seconded by Councilmember Gregor, to adopt Resolution appointing vacant term on the Housing and Redevelopment Authority and Destination Marketing Organization Advisory Board (Res2025-188). 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 7:45 p.m.

Jodi Gallup, City Clerk/Administrative Coordinator

To: Dave Callister, City Manager

Prepared by: Tammy Geurkink, Accounting Specialist

Reviewed by: Ryan Vadnais, Assistant 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 7/11/2025.

3. Budget Impact:

Not applicable.

4. Attachments:

1. Invoice Expense Distribution
2. City Council Resolution 2025-189

Invoice Expense Distribution for Period Ended 7/11/25 Council Meeting 7/22/25

FUND	100	General Fund	679,457.84
	200	Recreation Fund	109,180.67
	210	Parker's Lake Cemetery Maint	0.00
	215	Destination Marketing Org Fund	10,422.39
	220	Transit System Fund	495,312.19
	234	Economic Development Fund	0.00
	240	Lawful Gambling	14,500.00
	250	Comm Dev Block Grant Fund	4,644.90
	254	HRA Section 8 Fund	3,680.12
	254	HAP Check Summary	336,592.67
	258	HRA General Fund	3,342.85
	280	Opioid Settlement Fund	0.00
	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	400,611.25
	401	Minnesota State Aid Fund	0.00
	404	Community Improvement	0.00
	405	Park Replacement Fund	10,847.52
	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	2,788,687.13
	417	Project Warranty Repairs	0.00
	418	Utility Trunk System Expansion	0.00
	420	Water Sewer Construction	0.00
	421	ENT-Water Resources Constrctn	0.00
	422	TIF 7-4 PTP Construction	0.00
	423	TIF 7-5 Rottlund (Const)	0.00
	424	TIF 7-6 Berkshire	0.00
	425	TIF Housing Assistance Program	0.00
	426	TIF 7-7 Stonecreek	0.00
	427	TIF 1-1 Shops at Plymth Crk	0.00
	428	TIF 1-2 Vicksburg Commons	650.00
	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	700.00
	500	Water Fund	358,078.73
	510	Water Resources Fund	111,447.33
	520	Sewer Fund	60,541.50
	530	Solid Waste Management Fund	267,977.28
	540	Ice Center Fund	93,209.76
	550	Field House Fund	3,338.35
	600	Central Equipment Fund	584,603.12
	610	Public Facilities Fund	305,427.68
	620	Information Technology Fund	151,020.05
	630	Risk Management Fund	8,628.58
	640	Employee Benefits Fund	149,412.95
	660	Resource Planning	51.60
	700	Parkers's Lake Cemetery	0.00
	800	Investment Trust Fund	0.00
	850	Plymouth Town Square	1,377.00
	851	Vicksburg Crossing	0.00

Total Invoice Expense Distribution:

6,953,743.46

CITY OF PLYMOUTH

RESOLUTION No. 2025-189

RESOLUTION APPROVING DISBURSEMENTS ENDING JULY 11, 2025

WHEREAS, a list of disbursements for the period ending July 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	\$ 1,313,517.99
Construction & Debt Service	\$ 3,201,495.90
Enterprise & Internal Service	\$ 2,095,113.93
Housing Redevelopment	<u>\$ 7,022.97</u>
Check Register Total	\$ 6,617,150.79

US Bank – Housing Assistance Payments

Housing & Redevelopment Authority	<u>\$ 336,592.67</u>
	\$ 336,592.67

GRAND TOTAL FOR ALL FUNDS \$ 6,953,743.46

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

EFT	248,965.17
Check (#176156-176754)	6,368,185.62
Total	\$ 6,617,150.79

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

To: Dave Callister, City Manager

Prepared by: Sonya Rippe, Project Supervisor

Reviewed by: Jennifer Tomlinson, Parks and Recreation Director

Item: **Approve the Medicine Lake Regional Trail Cooperative Agreement, Medicine Lake Property Rights Agreement and Grant of Permanent Easement with Three Rivers Park District**

1. Action Requested:

Adopt the attached resolution approving the Medicine Lake Regional Trail Cooperative Agreement, Medicine Lake Property Rights Agreement and Grant of Permanent Easement with Three Rivers Park District.

2. Background:

In the 1990s, the City of Plymouth and Three Rivers Park District (TRPD), formerly known as Hennepin Parks and the Suburban Hennepin Regional Park District, partnered to acquire land for an interconnected trail system. Over time, technology has revealed that certain easements and agreements had not been formalized between the city and TRPD.

The city previously approved agreements for the Luce Line Regional Trail on June 23, 2020 and Bassett Creek Regional Trail on January 12, 2021.

The proposed agreement includes the acquisition of 5.74 acres of land from TRPD, which is located between two city-owned parcels at Lake Camelot Park. The city currently holds easements in this area. As part of the acquisition agreement, the city will commit to the installation of a four-season restroom at the Northwest Greenway (NWG) Cheshire parking lot, which will serve both regional trail and park users. TRPD will contribute \$50,000 towards the purchase and installation of the restroom facility. TRPD will be granted an easement adjacent to the restroom for a future kiosk sign.

The city will participate in cost sharing of CSAH 61 (Northwest Boulevard) trail

reconstruction in lieu of land conveyance obligations owed to TRPD as part of the October 2, 2002 Land Exchange agreement.

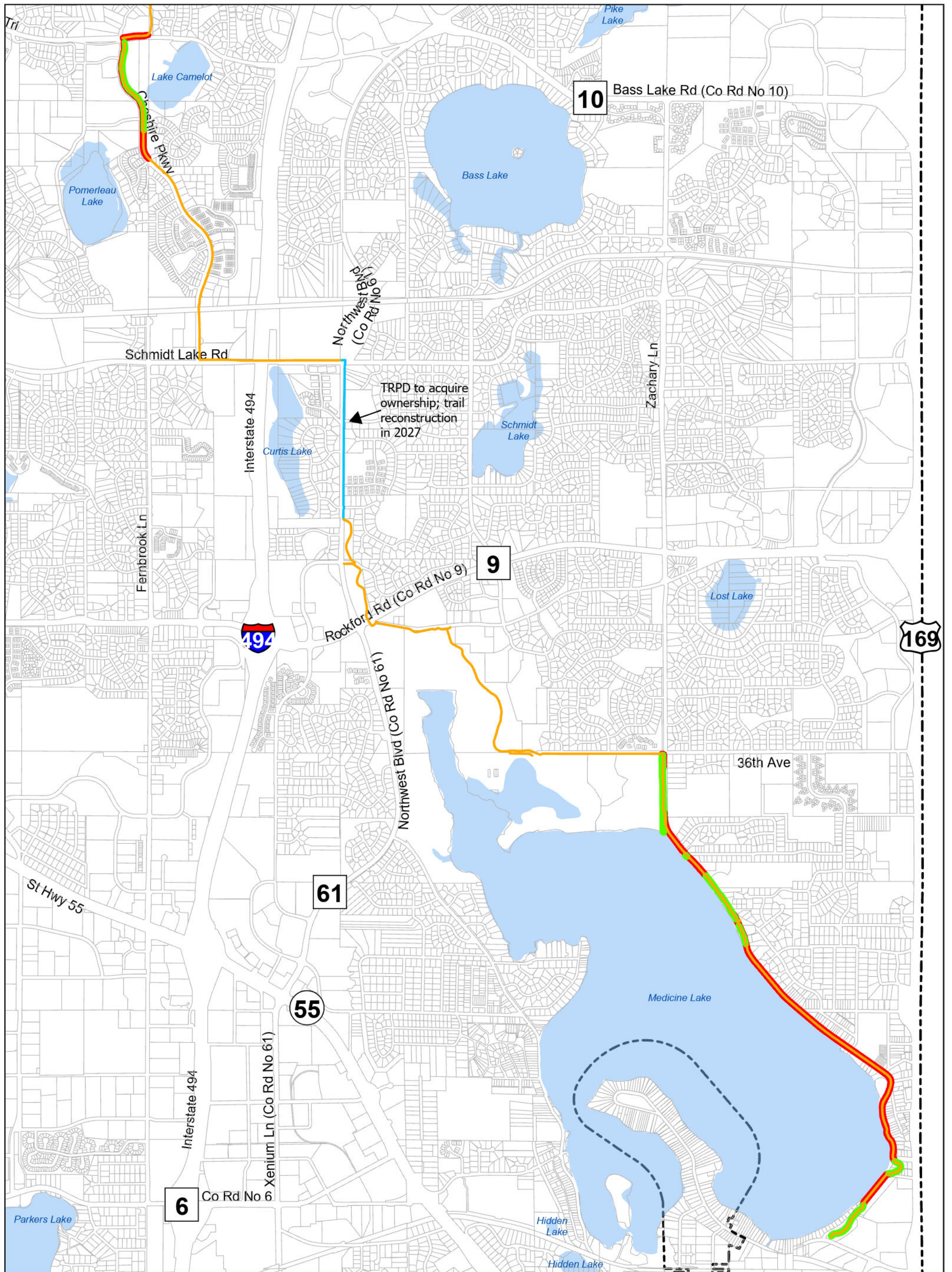
City staff and TRPD staff, along with legal teams, have reviewed the proposed agreement and incorporated necessary changes and recommendations. The TRPD Board of Commissioners will be reviewing these agreements for approval at their July 17, 2025 board meeting.

3. Budget Impact:

TRPD will contribute \$50,000 towards the purchase and installation of a four-season restroom as part of the Lake Camelot Park Renovations project (PR260001). The city will contribute up to \$300,000 to CSAH 61 trail reconstruction, funded by the Park Replacement Fund in 2027.

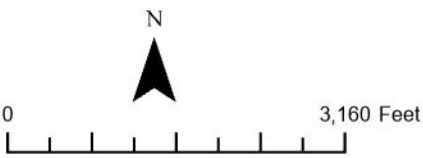
4. Attachments:

1. Medicine Lake Regional Trail Corridor Map
2. MLRT Cooperative Agreement
3. Property Rights Agreement
4. Grant of Permanent Easement
5. City Council Resolution 2025-190



Medicine Lake Regional Trail Corridor

-  Area of Easement (Not included in LUP)
-  Area of Limited Use Permit, typ. for trailway purposes. 20' in width centered on trail, as ROW limits allow
-  City Trail
-  Three Rivers Regional Trail



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.

**CITY OF PLYMOUTH
AND
THREE RIVERS PARK DISTRICT**

**MEDICINE LAKE REGIONAL TRAIL
COOPERATIVE AGREEMENT**

THIS MEDICINE LAKE REGIONAL TRAIL COOPERATIVE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____ 2025, by and between the **THREE RIVERS PARK DISTRICT**, a body corporate and politic and a political subdivision of the State of Minnesota ("Park District"), and the **CITY OF PLYMOUTH**, a Minnesota municipal corporation ("City").

WHEREAS, Park District is a political subdivision of the State of Minnesota authorized by statute to acquire, establish, operate, and maintain park facilities and regional trail systems; and

WHEREAS, City and Park District support the regional trail system within the City, and specifically, the Medicine Lake Regional Trail ("Regional Trail") corridor connecting the West Mississippi River Regional Trail with the Luce Line Regional Trail; and

WHEREAS, the section of the Regional Trail through the City is complete and open to the public with some portions under the operation and maintenance responsibilities of the City and other portions under the operation and maintenance responsibilities of the Park District; and

WHEREAS, the Park District does not have continuous and contiguous permanent property rights for the Regional Trail within the City; and

WHEREAS, the Park District desires to utilize the existing, local Cheshire Parkway Trailhead for regional trail purposes; and

WHEREAS, the City desires to utilize Park District property for local park purposes; and

WHEREAS, Park District and City desire to continue to cooperate to acquire property rights, fund, design, construct, reconstruct, operate and maintain the Regional Trail located in the City, each employing their own powers; and

WHEREAS, Park District and City desire to coordinate and clarify outstanding commitments of previous agreements and/or replace previous agreements with terms and conditions which are outdated, satisfied, or otherwise covered in this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Park District agree as follows:

- A. Regional Trail Route and Status.** The Regional Trail route and status is shown on **Exhibit A**. Both parties agree minor changes to the Regional Trail route are allowable in order to best capitalize on opportunities to secure property rights, reconstruct the trail, create a high-quality regional trail corridor, improve safety,

be fiscally responsible, or similar. Substantial changes in the route must be approved by both parties and may require a public engagement process.

- B. Property Rights.** City shall convey to Park District permanent property rights for purposes of establishing and maintaining a continuous and contiguous regional trail corridor where City has rights to do so and where Park District does not already have rights in place.

City may fulfill this responsibility through public railway easements, fee title, or permanent irrevocable permit or any combination thereof (individually and collectively referred to hereafter as 'Easement') provided that a permanent irrevocable permit and license shall only be used in situations where City does not have an interest in real property but does have the legal authority to construct, maintain, and operate sidewalks, trails, and other such public ways within the permit area. Non-fee title property rights (i.e. easements and permits) conveyance documents shall adhere to typical Property Rights Agreement (in the general form attached hereto as **Exhibit B**), subject to existing encumbrances, unless otherwise agreed upon by both parties. Park District shall not be responsible to reimburse City for acquisition of property rights it already holds.

Regional trail corridor shall be a minimum width of 20 feet unless otherwise agreed upon. Park District may at its sole discretion also acquire property rights for purposes of satisfying the minimum corridor width of 20 feet or creating a continuous and contiguous regional trail corridor. In such cases, City shall approve via resolution Park District's acquisition of property rights so long as the acquisition is consistent with the approved route as shown on **Exhibit A**, or is otherwise acceptable to City.

In the event City's right to so maintain the Regional Trail is lost by City action through vacation, condemnation, revocation of license or permit, or otherwise, City will acquire such additional rights, titles and interests as are needed to provide a continuous and contiguous regional trail corridor at City expense. If the City's loss of such right to maintain a regional trail occurs after construction of the Regional Trail, the City shall reconstruct the Regional Trail, if necessary, at City expense, subject to credit for any compensation Park District may receive for loss of its Regional Trail. The provisions of this paragraph shall not apply in the event that the City terminates or revokes a license or permit to Park District due to a violation or default by the Park District under the terms of the license or permit.

The parties recognize that certain Regional Trail segments and road/railroad crossings may require agreements with third parties such as the Minnesota Department of Transportation ("MnDOT"). The parties to this Agreement shall cooperate to secure necessary permissions to use such crossings and bridges. In the event that necessary permissions cannot be secured, this Agreement may be terminated by either party provided that monies due to either party is first paid.

In all cases where the City does not have an adequate right to grant an Easement or Permit for the trail, the Park District shall be responsible for obtaining rights to the trail, at the Park District's sole cost and expense.

- C. Design, Construction and Reconstruction.** Design, construction and reconstruction of the Regional Trail and associated structures and road crossings shall be in accordance with the Typical Trail Sections (**Exhibit C**) and standards

and guidelines adopted by the Park District. The Park District will have final discretion over Regional Trail and safe crossing design and the interpretation and execution of engineering best practices.

- i. **Design, Construction and Reconstruction by Park District.** While the Regional Trail and related structures are already constructed, all future design, construction and reconstruction will be coordinated and funded by the Park District unless otherwise outlined in this Agreement or agreed to by both parties. Park District may, in its sole discretion, contract with consultants to provide professional design services including, but not limited to design development, bidding documents, construction plans and specifications, contract document preparation, construction administration, and project close out. Park District shall submit all Regional Trail plans to City for review and approval, provided however, that such approval shall not be unreasonably withheld.

Park District shall be responsible for bidding and construction of the Regional Trail and related structures in accordance with approved construction plans and specifications.

- ii. **Design, Construction and Reconstruction by City.** In the alternative, City may design, construct and reconstruct the Regional Trail and related structures at Park District expense if first approved by Park District, and responsibility accepted by the City for leading such project. If such a request is approved by the Park District, in its sole discretion, City shall assume all responsibilities associated with design, construction and reconstruction of Regional Trail and related structures, including, but not limited to design development, bidding documents, construction plans and specifications, contract document preparation, construction administration, and project closeout. City may do no work on the Regional Trail or related structures until it has submitted all Regional Trail plans, including substantial changes, to Park District for review and has received approval from Park District. Park District will delegate authority to approve substantial changes to appropriate staff. Approvals shall not be unreasonably withheld.

If the City's request to design and construct the Regional Trail and related structures is approved by the Park District, City shall be responsible for bidding and construction of the Regional Trail and related structures in accordance with the Park District approved construction plans and specifications. Bids shall utilize unit costs where possible unless otherwise agreed to. City shall be responsible for construction administration including but not limited to construction supervision. City shall provide notice to Park District of the commencement of Regional Trail construction. Park District may observe construction and may consult with City regarding construction issues. City shall inform the Park District of final construction and shall schedule inspection by all parties and other appropriate agencies prior to closing the construction contract. Upon correction of any concerns identified in the inspections, City shall notify Park District in writing indicating completion of the project. Upon completion, Park District shall assume Park District responsibilities under this Agreement.

Park District may, at its reasonable discretion, withhold reimbursement for construction costs as provided by this Agreement for construction of the

Regional Trail and related structures completed prior to Park District issuance of Notice to Proceed to City. Park District will issue a Notice to Proceed following (1) conveyance to Park District of Easements in accordance with Paragraph C – (“Property Rights of this Agreement”), and (2) Park District approval of construction plans, specifications, and costs for Regional Trail and related structures.

Park District shall reimburse City for direct costs of design services, including consultant costs, incurred by the City to design the Regional Trail and related structures and construction paid or owed to the contractor engaged by City to build the Regional Trail and related structures if first approved by the Park District. The Park District and City will establish maximum reimbursement for design and construction of the Regional Trail and related structures upon City’s request to assume said responsibilities. The balance of Regional Trail and related structures costs related to design and construction shall be the responsibility of City.

Park District will not reimburse City for indirect City costs incurred by City including, but not limited to, administrative staff costs, legal fees, or any other expenses which do not represent reasonable direct approved design, construction or reconstruction costs except as provided herein. In the event the City uses its own forces to design and administer the construction of the Regional Trail and related structures, the City may seek reimbursement for direct and reasonable staff costs if first approved by the Park District. City shall provide all records necessary for audit of costs. Reimbursement shall not be due until 1) City has conveyed required Easement to Park District in accordance with Paragraph B – Property Rights of this Agreement, 2) Park District approves the construction plans and specifications, and 3) Regional Trail and related structures are constructed in accordance with the Park District approved construction plans and specification. Park District shall reimburse City within thirty (30) days following receipt of verified statement of direct design and construction expenses for all costs authorized by this Paragraph.

D. Previous Agreements between the Parties. This Agreement constitutes the entire understanding between the City and Park District regarding the Regional Trail and supersedes any and all prior agreements relating to the construction, design, maintenance, or operation of the Regional Trail. To the extent any terms or conditions of previous agreements between the City and Park District relating to the Regional Trail are inconsistent with this Agreement, the terms and conditions of this Agreement shall control.

1. Medicine Lake Regional Trail 34th Avenue North to Medicine Ridge Road Segment Cooperative Agreement. This Agreement replaces the June 23, 2020 Medicine Lake Regional Trail 34th Avenue North to Medicine Ridge Road Segment Cooperative Agreement (“2020 Agreement”). All terms and conditions of the 2020 Agreement are hereby terminated except for the associated Property Rights Agreement (attached as Exhibit B to the 2020 Agreement) dated June 23, 2020 and recorded on January 7, 2021 with the Office of the Hennepin County Recorder as Document Number 10897301, which conveyed an easement and limited use permit to the Park District.

2. CSAH 61 (Northwest Boulevard) Reconstruction. City and Park District agree to cost share on the design and reconstruction of the Regional Trail

segment located along CSAH 61 (Northwest Boulevard) between CSAH 9 (Rockford Road) and Schmidt Lake Road with design planned for 2026 and reconstruction planned for 2027. Further, City and Park District agree to the following:

- a. City shall remain owner and responsible for operations and maintenance of the CSAH 61 trail segment located within Hennepin County road right-of-way until which time the trail is reconstructed by the Park District. Upon reconstruction of CSAH 61 trail segment, the Park District shall assume all ownership, operations and maintenance responsibilities in accordance with this Agreement.
- b. The Park District will seek Hennepin County cost participation support in 2025 for funding in 2026/2027, and if successful, parties agree to evenly split the County's funding, reducing both parties' funding amount.
- c. The Park District will also seek and, if applicable, apply for other funding opportunities which align with the project and planned reconstruction timing. If successful, parties agree to evenly split the funding, reducing both parties' funding amount.
- d. The project will be bid following completion of the grant funding processes under Paragraph 2(b) and (c).
- e. The Park District shall assume all responsibilities necessary to design, construct and reconstruct the Regional Trail and related structures, including, but not limited to design development, bidding documents, construction plans and specifications, contract document preparation, construction administration, and project closeout. The Park District may do no work on the Regional Trail or related structures until it has submitted all Regional Trail plans, including substantial changes, to the City for review and has received approval from the City. Approvals shall not be unreasonably withheld.
- f. If the Park District's request to design and construct the Regional Trail and related structures is approved by the City, the Park District shall be responsible for bidding and construction of the Regional Trail and related structures in accordance with the City approved construction plans and specifications. The Park District will advertise for bids for the construction of the Regional Trail in accordance with Minnesota Law and will provide the City with an analysis of the bids received. Bids shall utilize unit costs where possible unless otherwise agreed to.
- g. The plans and specification and bids are subject to the approval of the City. If the plans, specification and bids are not approved by the City, the Regional Trail project shall not proceed. The City's cost participation for the Regional Trail project shall not exceed \$300,000 with reimbursement occurring after substantial completion of the project. Any amount due over the City's cost shall be borne by the Park District.

- h. The Park District shall prepare contract documents and enter into a contract with the approved bidder following written receipt of the City's concurrence with the contract and approved bidder.
- i. Insurance. The Park District agrees that the contract let for the performance of the project included hereunder shall include clauses that will: (1) Require the contractor to indemnify and hold harmless the City, its officer, agents, volunteers and employees from any liability, claim, demand, judgment, expense, action or cause of action of any kind or character arising out of any act or omission of the contractor, its officers, employees, agents or subcontractors; 2) Require the contractor to be an independent contractor for the purposes of completing the work provided for in this Agreement; and 3) Require the contractor to provide and maintain insurance commensurate with the Park District's standard requirements for similar projects. Contractor will be required to name both the Park District and the City as additional insureds on its Commercial General Liability, Business Automobile Liability, and Umbrella or Excess policies, and will provide both parties with a current certificate of insurance evidencing such additional insured status.
- j. The Park District shall be responsible for construction administration including but not limited to construction supervision. The Park District shall provide notice to the City of the commencement of Regional Trail construction. The City may observe construction and may consult with the Park District regarding construction issues. The Park District shall inform the City of final construction and shall schedule inspection by all parties and other appropriate agencies prior to closing the construction contract. Upon correction of any concerns identified in the inspections, Park District shall notify the City in writing indicating completion of the project. Upon completion, Park District shall assume all responsibilities for the Regional Trail.
- k. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that substantially affect the project cost and significant changes to the plans for the Project must be approved by the City prior to execution of work.
- l. The Park District will act as the paying agent for all payments to the contractor as the work progresses and when certified by the Park District's engineer. The Park District, in turn, will submit invoices to the City for the City's share of project costs. If any portion of an itemized claim is questioned by the City, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.
- m. Except as otherwise provided under Paragraph 2(g), the City and Park District shall equally split all design and construction costs associated with reconstructing the existing local trail to meet regional trail standards. The City will not reimburse the Park District for indirect Park District costs incurred by the Park District including, but not limited to, administrative

staff costs, legal fees, or any other expenses which do not represent reasonable direct approved design, construction or reconstruction costs.

- n. The City's cost participation will be in lieu of land conveyance obligations due to the Park District as part of the October 8, 2002 Land Exchange Agreement between the parties. Upon completion of the City's cost participation in reconstruction of the CSAH 61 segment of the Regional Trail, the parties agree that the City's outstanding land debt to the Park District will be fully satisfied and the October 8, 2002 Land Exchange Agreement shall terminate effective upon the City's payment of its cost participation obligations.

E. Cheshire Parkway Parking Lot, 5724 Cheshire Parkway. City will allow the Park District to utilize the Cheshire Parkway Parking Lot, as depicted on **Exhibit D**, as a Regional Trail trailhead and will continue to own, operate, and maintain it in a manner that will support year-round Regional Trail use. Further, the parties agree to the following:

1. City and Park District will collaborate to develop co-branded signage and messaging at the Cheshire Parkway Parking Lot located on the City Parcel, PID 0411822410031.
2. City will design and construct a public restroom with potable water at the Cheshire Parkway Parking Lot no later than December 31, 2030.
3. Park District shall contribute \$50,000 toward public restroom design and construction within 30 days of invoicing by the City upon substantial completion of construction of the restroom.
4. All plans and details regarding the restroom shall be determined in the City's sole discretion. The public restroom will be owned, operated and maintained by the City.
5. The City will convey to Park District an Easement adjacent to the Cheshire Parkway parking lot for the Regional Trail signage, in the general form attached hereto as **Exhibit E**.
6. Park District will convey to City property with PID 0411822140003, approximately 5.75 acres, as depicted on **Exhibit F** ("Park District Property") via quit claim deed.

F. Permits and Assessments. City shall not unreasonably withhold City approvals, City permits, and other official City permissions necessary for the Park District to operate, maintain, construct and reconstruct the Regional Trail. In consideration of the Park District's performance under this Agreement including its maintenance obligations, City hereby agrees that the Park District shall not be subject to assessment by the City pertaining to improvements made pursuant to this Agreement on the lands included in, or adjacent to, the Regional Trail corridor.

G. Inconsistent Rights. The City, for itself, its successors and assigns, hereby covenants that it will not construct nor grant others the right to construct any

structures or improvements within the Easement areas, which are inconsistent with the rights and interests herein granted to Park District.

- H. Operation and Maintenance.** Park District and its agents and licensees shall have the sole and exclusive right and authority to operate, maintain and control the Regional Trail and to establish rules and regulations governing its use to the extent not in conflict with ordinances of the City.

Park District will be responsible for the renovation, replacement, repair, maintenance, and upkeep of the Regional Trail except bridges, tunnels and other structures owned by others, and as provided in this Agreement. Park District shall be solely responsible for establishing operation and maintenance standards for the Regional Trail including winter maintenance practices.

Park District reserves the right to operate and maintain the Regional Trail for winter use in its sole discretion. If the City desires a higher level of operations or maintenance than provided by the Park District during the winter months, the City may request a Winter Use Permit to operate and maintain the Regional Trail during winter months. Such permit will require the City to, among other things, assume responsibility for trail maintenance, operation and liabilities associated with winter use.

Park District reserves the right to remove any vegetation or object that obstructs the use or safety of the Regional Trail including adjacent safety zones in accordance with **Exhibit C** – Typical Trail Section to the extent such work is located solely within the Easement Area or Permit Area. Park District shall not be required to perform routine or specialized maintenance including vegetation removal and trimming for areas outside the area in which the Park District has property rights.

- I. Trail Uses and Purposes.** Regional Trail shall be open to the general public and be used exclusively for outdoor recreation and commuter activities, including but not limited to non-motorized uses such as walking, jogging, skating, and biking. The use of electric-assisted bicycles as defined in Minnesota State Law and Other Power Limited Mobility Devices as defined by the American with Disabilities Act and in accordance with Park District Policy are permitted.

In addition, motor vehicles used by the City or Park District for maintenance, law enforcement or other public uses will be permitted on the Regional Trail. Routine maintenance and patrol with motor vehicles will be conducted from adjacent roadways where feasible.

- J. Signage.** The Park District shall be responsible to furnish, install, and maintain the trail information sign/kiosk program at Park District expense. Signage will indicate that the Regional Trail is owned/operated by the Park District. City may provide additional signage within the Regional Trail corridor, only with Park District's approval, and that City shall be responsible for providing and maintaining respective signage. Park District trail signage must comply with the terms of the Property Rights Agreement attached hereto as Exhibit B.

The party responsible for trail design, construction and/or reconstruction shall provide all trail regulatory signs as prescribed by the Minnesota Manual on Uniform Traffic Control Devices (Mn MUTCD), as a part of the design and construction of

the Trail. Park District shall be responsible for the maintenance of regulatory signs post-construction at Park District expense.

City shall be responsible for providing and maintaining roadway crossing treatments such as pedestrian striping, road signs and/or other treatments as prescribed by Mn MUTCD, or as appropriate when the Regional Trail crosses a City, County or State roadway where a City obligation exists. Park District shall notify the City in a timely manner as to required maintenance and treatments to accommodate such.

- K. Utilities.** City shall at all times retain the right to maintain, repair or replace any existing utilities and related facilities in, on, or under said Regional Trail provided that if any such activities by the City shall or may damage or limit the use of the Regional Trail, the City will give the Park District ninety (90) days prior written notice of the same (except in cases of emergency). The City will upon completion of such activities so affecting the Regional Trail or any portion thereof, restore the Regional Trail to its preexisting condition or better.

City and Park District recognize that prior notice is needed to develop temporary trail detour routes and temporary signage. City and Park District will cooperatively determine and implement a temporary detour route when feasible.

- L. Law Enforcement.** The City will patrol and police the Regional Trail in such manner and by such persons as the City shall deem necessary, and may enforce all rules and ordinances of the City. Notwithstanding anything herein to the contrary, the Park District shall have the right to enforce its rules, regulations and ordinances with respect to the Regional Trail. City shall not promulgate any ordinance, rule or regulation which contravenes any ordinance, rule or regulation of Park District with respect to the Regional Trail or which contravenes this Agreement.

- M. Indemnification.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law. Minnesota Statutes Chapter 466 and other applicable law govern the parties' liability. To the full extent permitted by law, this Agreement is intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, Subd. 1a (a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party. In addition to the foregoing, nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

- N. Successor and Assigns.** The Agreement shall be binding upon the parties hereto and their respective successors and assigns, provided, however, that neither City nor Park District shall have the right to assign its rights, obligations and interests in or under this Agreement to any other party without the prior written consent of the other party.

- O. Amendment, Modification or Waiver.** No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing and signed by the party or parties to be bound, or its duly authorized representative. Any waiver by either party shall be effective only with

respect to the subject matter thereof and the particular occurrence described therein, and shall not affect the rights of either party with respect to any similar or dissimilar occurrences in the future.

- P. Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and no right or remedy at law or in equity which either party hereto might otherwise have by virtue of a default under this Agreement nor the exercise of any such right or remedy by either party will impair such party's standing to exercise any other right or remedy.
- Q. No Agency.** Nothing contained herein and no action by either party hereto will be deemed or construed by such parties or by any third person to create the relationship of principal and agent or a partnership or a joint venture or any other association between or among the parties hereto.
- R. Saving Provision.** If any provision of the Agreement shall be found invalid or unenforceable with respect to any entity or in any jurisdiction, remaining provision of the Agreement shall not be affected thereby, and such provisions found to be unlawful or unenforceable shall not be affected as to their enforcement or lawfulness as to any other entity or in any other jurisdiction, and to such extent the terms and provisions of this Agreement are intended to be severable.
- S. Termination.** This Agreement may be terminated by Park District or City by mutual agreement or as otherwise provided in this Agreement. This Agreement shall be terminable by either party upon a material breach by the other party.
- The provisions of Section M survive termination with respect to claims that arise from actions or occurrences that occurred prior to termination.
- T. Governing Laws.** This Agreement will be construed in accordance with the laws of the State of Minnesota.
- U. Title and Signing Authority.** City warrants that it will own good and marketable title to all property in which City provides public railway easement or real property rights to Park District and that the undersigned is authorized to execute this Agreement.
- V. Enforcement.** In the event either party should bring an action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other all of the legal or other expenses of the prevailing party, including reasonable attorneys' fees, and to have the same awarded as part of the judgment in the proceeding in which legal expenses and attorneys' fees were awarded.
- W. Notices.** Any notice given under this Agreement shall be deemed given on the first business day following the date the same is deposited in the United States Mail (registered or certified) postage prepaid, addressed as follows:

If to the Park District:

Superintendent
Three Rivers Park District
c/c Legal Counsel
3000 Xenium Lane North
Plymouth, MN 55441

If to City:

City Manager
City of Plymouth
c/c Legal Counsel
3400 Plymouth Boulevard
Plymouth, MN 55447-1482

- X. Audit, Records, Accounts and Reports.** The parties shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, each party shall allow the other party, the State Auditor, or their authorized representatives access to the books, records, documents, and accounting procedures and practices relevant to the subject matter of the Agreement, for purposes of audit. The books and records of the parties shall be subject to the provisions of Minn. Stat. Ch. 13.
- Y. Government Data Practices.** Each party to this Agreement must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and other applicable law, as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the party under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by any party.

IN WITNESS WHEREOF, Park District and City have entered into this Agreement as of the date and year first above written.

Three Rivers Park District, a public corporation
and political subdivision of the State of Minnesota

Dated: _____

By: _____

Its Chair – Board of Commissioners

Dated: _____

By: _____

Its Superintendent
And Secretary to the Board

City of Plymouth, a Minnesota municipal
corporation

Dated: _____

By: _____

Its Mayor

Dated: _____

By: _____

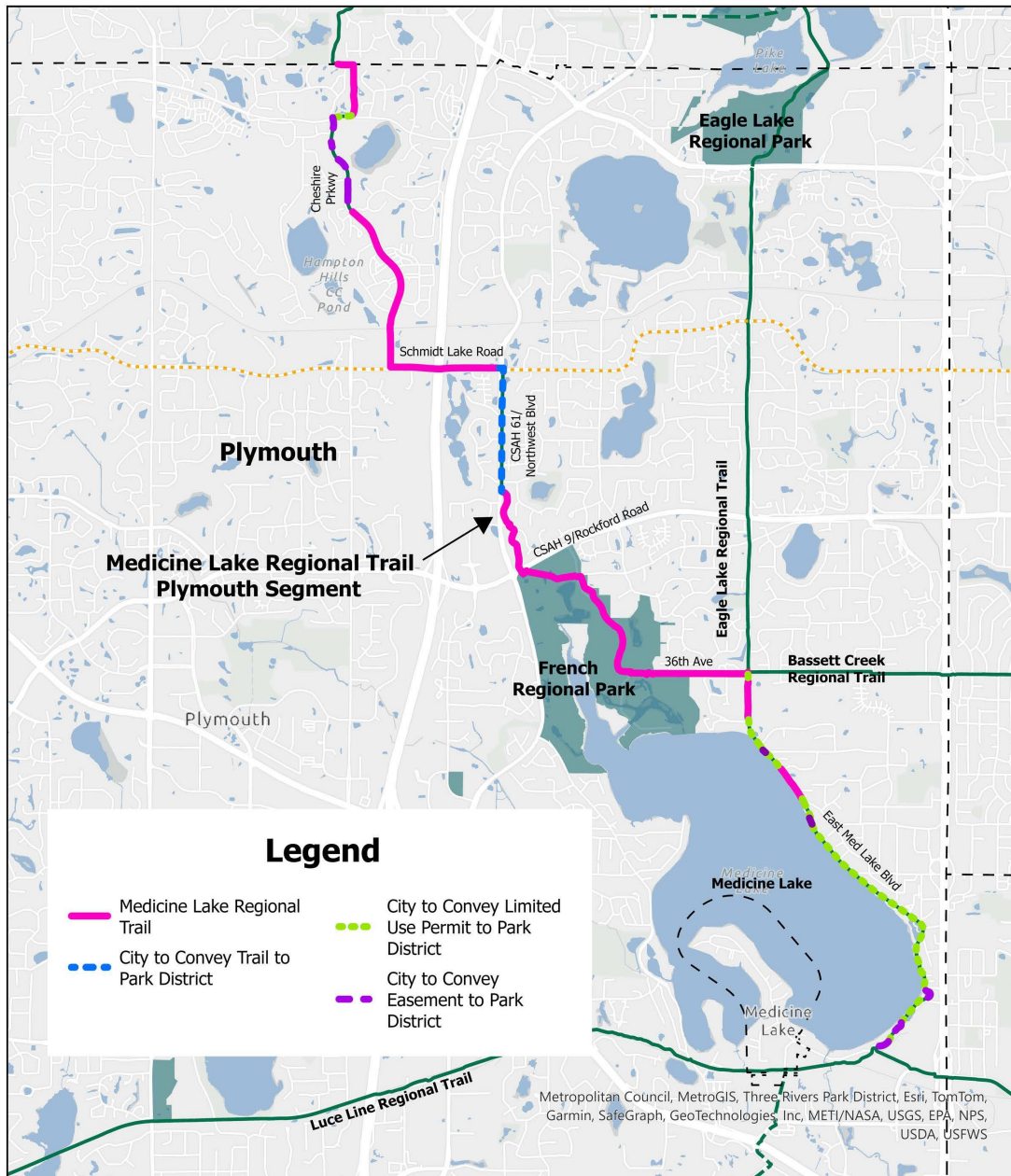
Its City Clerk

Exhibits

- Exhibit A Regional Trail Route and Status**
- Exhibit B Public Trailway Perpetual Easement and
Permanent Irrevocable Permit Agreement**
- Exhibit C Typical Trail Section**
- Exhibit D Cheshire Parkway Parking Lot Depiction**
- Exhibit E Grant of Permanent Easement**
- Exhibit F Park District Property**

Exhibit A
Regional Trail Route and Status

MEDICINE LAKE REGIONAL TRAIL ROUTE AND STATUS



Medicine Lake Regional Trail



1
Miles

Exhibit B
Property Rights Agreement

PROPERTY RIGHTS AGREEMENT

This Property Rights Agreement ("Agreement") made this ____ day of _____, 2025, by the City of Plymouth, a Minnesota municipal corporation ("Grantor") to Three Rivers Park District, a political subdivision of the State of Minnesota, Hennepin County, Minnesota ("Grantee").

RECITALS

WHEREAS, Grantor and Grantee entered into a Trailway Cooperative Agreement ("Agreement") for the Medicine Lake Regional Trail ("Trail") dated as of _____, 2025; and

WHEREAS, pursuant to the Agreement, Grantor agreed to convey to Grantee an Easement and/or Permit as further described herein and Grantee agreed to accept Easement and/or Permit according to the terms and conditions contained herein; and

WHEREAS, Grantor is the fee owner of certain real property in Hennepin County, Minnesota, legally described and depicted on the attached **Exhibits A1** through **A4** ("Easement Area"); and

WHEREAS, Grantor is not the fee owner, but has legal authority to construct, maintain and operate sidewalks, trails, and other such public ways and Permit within the area legally described and depicted on the attached **Exhibit B1** through **B8** ("Permit Area"); and

WHEREAS, the easements and permits provided by the Grantor under this Agreement do not convey ownership of lands within the Easement and Permit Areas to the Grantee.

NOW THEREFORE, in consideration of mutual covenants contained within the Agreement referenced above, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Grantor agrees to as follows:

TERMS OF PERPETUAL EASEMENT AND PERMANENT AND IRREVOCABLE PERMIT

- 1.) Grant of Easement. Grantor grants and conveys to the Grantee easements ("Easement") as legally described and depicted on the attached **Exhibit A1** through **A4**. The Easement shall be perpetual, shall run with the land, shall be binding upon Grantor and its successors and assigns and shall be for the benefit of Grantee and its successors and assigns. The Easement shall be non-exclusive; provided, however, this Easement shall be prior to and superior to any other easement hereinafter granted. Any future easement shall be subject to and subordinate to, and shall not interfere with, the Easement without the consent, in writing, of Grantee.
- 2.) Grant of Permit. Grantor grants and conveys to the Grantee a permanent permit ("Permit") legally described and depicted on the attached **Exhibit B1** through **B8**. In accordance with the Agreement, the Grantor may substitute a Permit for an Easement only where the Grantor currently does not own property rights sufficient

Exhibit B
Property Rights Agreement

to convey an Easement. The Permit shall be permanent, shall be binding upon Grantor and its successors and assigns and shall be for the benefit of Grantee and its successors and assigns. The Permit shall be non-exclusive; provided, however, this Permit shall be prior to and superior to any other permitted use of the permitted area, hereinafter granted. Any future permit shall be subject to and subordinate to, and shall not interfere with, the Permit without the consent, in writing, of Grantee.

- 3.) Scope of Easement and Permit. The perpetual non-exclusive Easement and Permit granted herein includes the right of the Grantee, its contractor, agents, and employees to locate, install, construct, reconstruct, operate, maintain, inspect, alter and repair within the described Easement and Permit Areas any of the following facilities and amenities: public sidewalk or trail, trail signage, informational kiosks, benches, bike racks, fences, trail bridges/tunnels, and any other trail related structure. Prior to installation, amenities added must (i) be within the trail easement or permit areas and (ii) be processed in accordance with City Ordinances (e.g. sign permits).
- 4.) Trail Use and Purposes. This Easement and Permit is for public railway purposes only. The Trail shall be open to the general public, and be used exclusively for outdoor recreation and commuting including but not limited to walking, jogging, skating, biking, and uses allowed under State, Federal and local laws including, but not limited to, other power driven mobility devices (OPDMD's) and electric personal assistive devices. In addition, motor vehicles used for maintenance, law enforcement or other public uses will be permitted within the Easement and Permit Areas.
- 5.) Loss of Property Rights. Grantor warrants that it will defend and indemnify Grantee against any loss, expense, or interruption to the contiguity of the Trail caused by any action of the Grantor. These obligations of Grantor may be specifically enforced by Grantee and further all costs of such enforcement, including reasonable attorney's fees, shall be paid by Grantor, upon successful enforcement by Grantee.
- 6.) Property Rights and Execution Authority. The Grantee acknowledges that the Grantor makes no representation as to marketable title to the Easement Area or rights to construct or operate the trails within the Easement Area. Grantee shall be responsible for its own due diligence as to title to the Easement Area and rights to construct and operate the trail within the Easement Area. Grantor warrants that the undersigned is authorized to execute this Easement and Permit.
- 7.) Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its successors and assigns.

Exhibit B
Property Rights Agreement

In witness whereof, the said parties have caused this instrument to be executed on the date and year first written above.

CITY OF PLYMOUTH

By: _____
Its Mayor

And: _____
Its City Manager

State of Minnesota)
) S.S.
County of Hennepin)

The foregoing instrument was acknowledge before me this _____ day of _____, 2025, by Jeffrey Wosje and Dave Callister, the Mayor and City Manager, respectively of the City of Plymouth, a Minnesota municipal corporation, Grantor.

Notary Public

Notary Stamp or Seal

This instrument drafted by:
Three Rivers Park District
3000 Xenium Lane North
Plymouth, MN 55441

Exhibit B
Property Rights Agreement

EXHIBIT A1

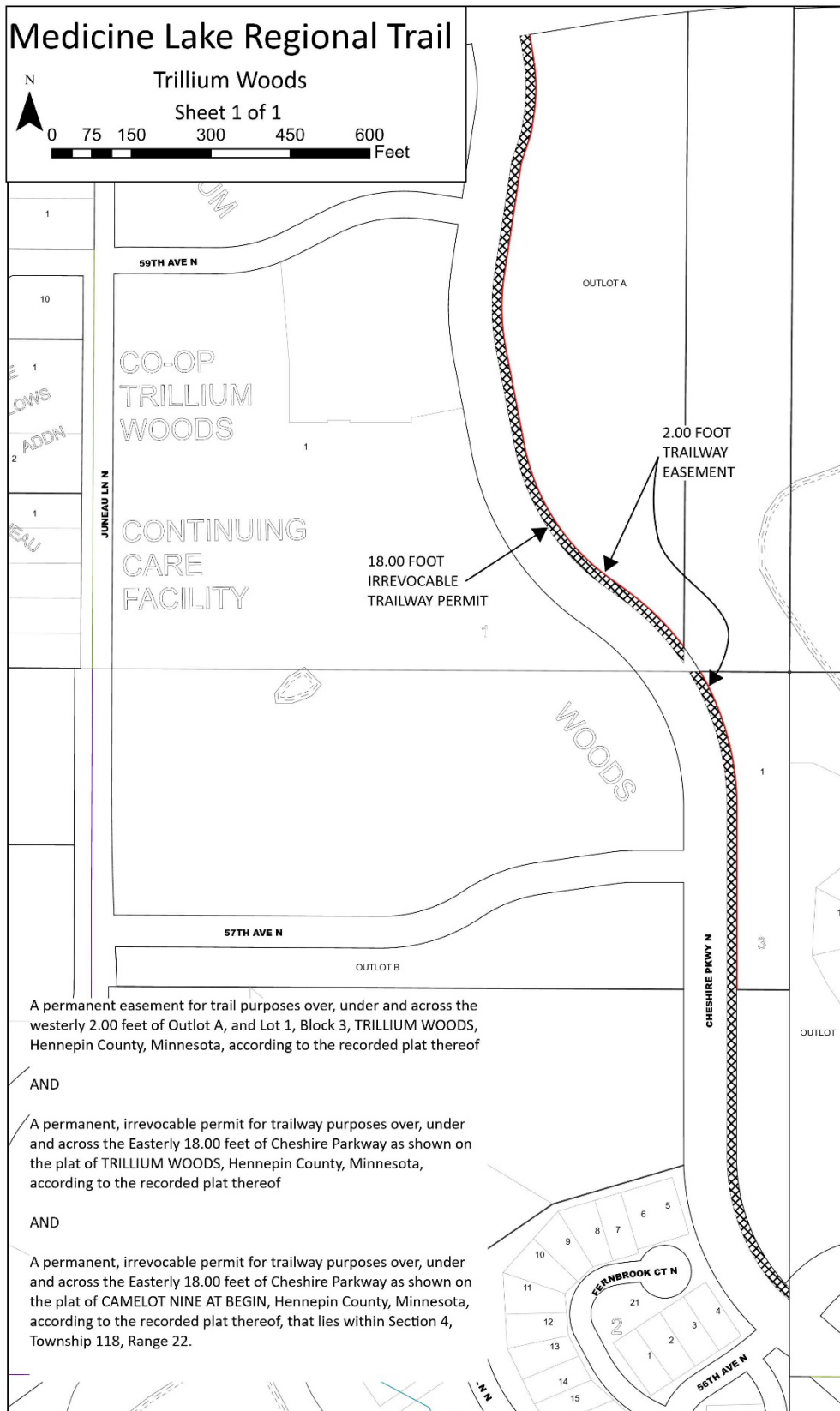


EXHIBIT A2

Exhibit B

Property Rights Agreement

A 20.00' Wide Trailway easement over, under, and across the following described parcel:

Parcel 1: Government Lot 4, Section 25, Township 118, Range 22, Except the West 315 Feet of Said Government Lot 4 lying North of the Right of Way of the Minnesota Western Railroad and subject to an easement of said company to protect its right of way by the erection and maintenance of portable snow fences, as described in Doc No 104847, and also except that part platted as "East Medicine Lake Addition" and also except that part lying between the Easterly line of Lot 1, East Medicine Lake Addition and a line drawn parallel with said Easterly line and distant 16 feet Easterly therefrom, measured at right angles thereto, and lying North of the Easterly Extension of Central Avenue as shown on plat of said East Medicine Lake Addition; and also except that part embraced in the plat of "East Medicine Lake 2nd Addition", and also except that part embraced in "Registered Land Survey No. 921", and Also except that part lying Northeasterly of a line drawn at right angles to the center line of South Shore Drive as platted in East Medicine Lake 2nd Addition to the Southwest corner of Registered Land Survey No. 942, and the extension of said Line, Hennepin County, Minnesota.

Also

Parcel 2: That part of Government Lot 4, lying Northeasterly of a line drawn at right angles to the centerline of South Shore Drive as platted in East Medicine Lake 2nd addition to the Southwest Corner of RLS #942, and the extension of said Line (the intersection of said line with the centerline of South Shore Drive hereinafter referred to as Point A) except that part embraced in the plat of East Medicine Lake 2nd addition, Section 25, Township 118, Range 22.

Also

Parcel 3: The Southeast ¼ of the Southeast ¼ of Section 25, Township 118, Range 22 except that part embraced in the plat of East Medicine Lake 2nd addition, and except that part embraced in RLS #921 and #942.

Except that part of the above parcels 2 and 3:
Which lies Southwesterly of a straight line to a point on the centerline of South Shore Drive as platted on East Medicine Lake 2nd addition 50' Northeasterly of Point A, as hereinabove located, as measured along said centerline from said Point A.

Also

Parcel 4: Government Lot 5 except that part thereof platted as INGLEBRAE, Section 25, Township 118, Range 22, and also except that part embraced in the plat of East Medicine Lake 2nd addition, and also except that part thereof embraced in RLS # 942

Also

Parcel 5: Lots 7-11, Block 2, INGLEBRAE, Hennepin County, Minnesota

The Centerline of said 20.00 foot easement being described as follows:

Commencing at the Southeast Corner of Section 25, Township 118, Range 22, Hennepin County, Minnesota, Thence westerly along the South line of said Section 25 On an assumed bearing of N 89° 29' 15" W a distance of 2060.50 feet, Thence N 17° 00' 39" E for a distance of 700.64 feet to the point of beginning of the centerline herein to be described; Thence N 16° 58' 09" E a distance of 6.54 feet, Thence Northerly along a tangential Curve concave to the Southeast, which has a delta angle of 66° 29' 03" and a radius of 82.03 feet for a distance of 95.18 feet, Thence N 83° 27' 13" E a distance of 47.02 feet, Thence Easterly along a tangential Curve concave to the Northwest, which has a delta angle of 59° 03' 15" and a radius of 297.66 feet for a distance of 306.80 feet, Thence N 24° 23' 57" E a distance of 78.78 feet, Thence Northerly along a tangential curve concave to the East with a delta angle of 14° 27' 27" and a radius of 415.13 feet for a distance of 104.75 feet, Thence N 38° 51' 24" E a distance of 46.50 feet, Thence N 45° 25' 03" E a distance of 57.78 feet, Thence N 37° 06' 09" E a distance of 58.55 feet, Thence Easterly along a tangential curve concave to the Southeast with a delta angle of 22° 20' 36" and a radius of 140.30 feet for a distance of 54.71 feet, Thence N 63° 34' 32" E a distance of 30.15 feet, Thence Northerly along a tangential curve concave to the Northwest with a delta angle of 62° 10' 39" and a radius of 65.28 feet for a distance of 70.85 feet, Thence N 01° 23' 54" E a distance of 35.73 feet, Thence Northerly along a tangential curve concave to the East with a delta angle of 37° 40' 18" and a radius of 71.16 feet for a distance of 46.79 feet, Thence N 39° 04' 12" E for a distance of 384.74 feet, Thence N 39° 09' 33" E for a distance of 326.71 feet, Thence easterly along a tangential curve concave to the South with a delta angle of 57° 25' 56" and a radius of

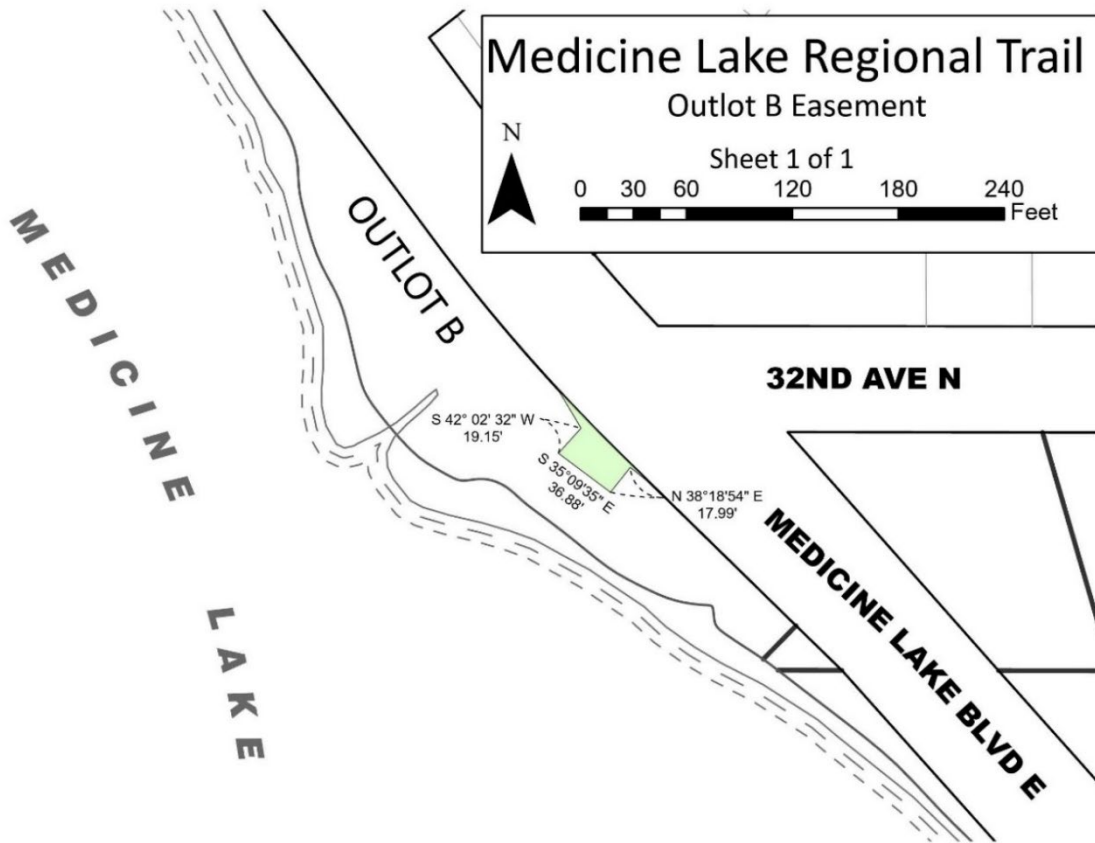
Exhibit B

Property Rights Agreement

64.20 feet for a distance of 64.35 feet, Thence S 83° 24' 31" E a distance of 21.19 feet, Thence Easterly along a tangential curve concave to the North with a delta angle of 28° 53' 22" and a radius of 48.05 feet for a distance of 24.23 feet, Thence N 67° 42' 07" E a distance of 77.10 feet, Thence Easterly along a tangential curve concave to the South with a delta angle of 07° 12' 18" and a radius of 200.00 feet for a distance of 25.15 feet, Thence N 74° 54' 25" E a distance of 14.79 feet, Thence Easterly along a tangential curve concave to the North with a delta angle of 29° 16' 25" and a radius of 119.12 feet for a distance of 60.86 feet, Thence N 45° 38' 01" E a distance of 7.50 feet, Thence northerly along a tangential curve concave to the West with a delta angle of 56° 40' 18" and a radius of 94.52 feet for a distance of 93.49 feet, Thence N 11° 02' 17" W a distance of 1.70 feet, Thence Northerly along a tangential Curve concave to the West with a delta angle of 70° 33' 17", having a radius of 72.48 feet for a distance of 89.25 feet, Thence N 81° 35' 34" W a distance of 13.64 feet, Thence Westerly along a tangential curve concave to the Northeast with a delta angle of 43° 09' 07" and a radius of 59.56 feet for a distance of 44.86 feet, Thence N 38° 26' 28" W a distance of 3.97 feet, Thence northerly along a tangential curve concave to the East with a delta angle of 33° 05' 58" and a radius of 187.38 feet for a distance of 108.25 feet and there terminating. The Sidelines of said Easement shall be prolonged or shortened to terminate on the above parcel lines.

Exhibit B
Property Rights Agreement

EXHIBIT A3

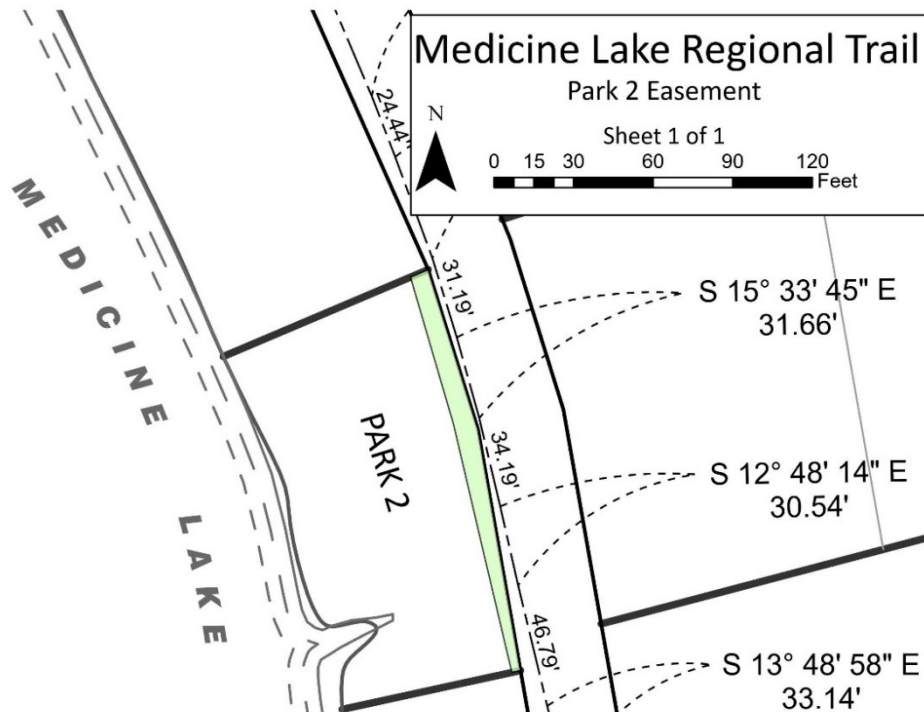


An easement for railway and railway plaza purposes over, under and across that portion of Outlot B, "Wood Creek Addition", Hennepin County, Minnesota, lying Northerly and Easterly of the following described line;

Commencing at the Northwest corner of Government Lot 1, Township 118, Range 22, Section 24, Hennepin County, Minnesota, Thence Southerly along the West Line of said Government Lot 1 on an assumed bearing of South 00°21'07" East for a distance of 1,409.25 feet, thence South 30°44'05" East for a distance of 793.76 feet, thence South 42°02'32" West for a distance of 19.15 feet, thence South 53° 09' 35" East for a distance of 36.88 feet, thence North 38° 18' 54" East for a distance of 17.99 feet, thence South 51° 41'06" East for a distance of 15.14 feet, more or less, to the boundary of Outlot B and there terminating.

Exhibit B
Property Rights Agreement

EXHIBIT A4



A 20.00 foot wide easement over and across that part of the following described property lying West of the West right of way line of East Medicine Lake Boulevard, to-wit:

Park 2, TIMBER CREEK, Hennepin County, Minnesota according to the recorded plat thereof

lying 10.00.00 feet on either side of a centerline described as follows:

beginning at the northwest corner of Section 24, Township 118, Range 22, said Hennepin County, Minnesota; thence South 00 degrees 21 minutes 07 seconds East, assumed bearing along the west line of said Section 24, a distance of 1542.41 feet to a meander corner on said west line of Section 24; thence South 39 degrees 27 minutes 46 seconds East 855.91 feet to the point of beginning of said centerline; thence South 42 degrees 40 minutes 12 seconds East 126.41 feet; thence South 40 degrees 49 minutes 11 seconds East 145.18 feet; thence South 41 degrees 45 minutes 24 seconds East 129.08 feet; thence South 39 degrees 55 minutes 51 seconds East 96.37 feet; thence southeasterly 6.15 feet along a tangential curve concave to the southwest, having a radius of 99.99 and a central angle of 03 degrees 31 minutes 26 seconds; thence South 36 degrees 24 minutes 25 seconds East tangent to said curve 89.53 feet; thence southeasterly 2.10 feet along a tangential curve concave to the southwest, having a radius of 99.99 and a central angle of 01 degree 12 minutes 08 seconds; thence South 35 degrees 12 minutes 17 seconds East tangent to last described curve 103.12 feet; thence South 35 degrees 04 minutes 46 seconds East 41.96 feet; thence South 34 degrees 12 minutes 17 seconds East 41.61 feet; thence southeasterly 9.16 feet along a tangential curve concave to the northeast, having a radius of 100.01 feet and a central angle of 05 degrees 14 minutes 56 seconds; thence South 39 degrees 27 minutes 13 seconds East tangent to last described curve 1.88 feet; thence southeasterly 6.07 feet along a tangential curve concave to the southwest, having a radius of 99.99 feet and a central angle of 03 degrees 28 minutes 40 seconds; thence South 35 degrees 58 minutes 33 seconds East tangent to last described curve 44.03 feet; thence South 35 degrees 50 minutes 50 seconds East 22.78 feet; thence southeasterly 20.54 feet along a tangential curve concave to the northeast, having a radius of 100.01 feet and a central angle of 11 degrees 45 minutes 55 seconds; thence South 47 degrees 36 minutes 45 seconds East tangent to last described curve 19.98 feet; thence southeasterly 21.57 feet along a tangential curve concave to the southwest, having a radius of 99.99 feet and a central angle of 12 degrees 21 minutes 32 seconds; thence South 35 degrees 15 minutes 14 seconds East tangent to last described curve 24.02 feet; thence South 34 degrees 56 minutes 38 seconds East 3.47 feet; thence South 36 degrees 05 minutes 23 seconds East 50.01 feet; thence South 34 degrees 56 minutes 38 seconds East 6.45 feet; thence South 32 degrees 54 minutes 36 seconds East 151.69 feet; thence southeasterly 5.00 feet along a tangential curve concave to the southwest, having a radius of 99.99 and a central angle of 2 degrees 51 minutes 45 seconds; thence South 30 degrees 02 minutes 51 seconds East tangent to last described curve 17.53 feet; thence South 32 degrees 54 minutes 42 seconds East 99.83 feet; thence southeasterly 6.42 feet along a tangential curve concave to the southwest, having a radius of 99.99 feet and a central angle of 3 degrees 40 minutes 41 seconds; thence South 29 degrees 14 minutes 01 seconds East tangent to last described curve 47.42 feet; thence South 35 degrees 25 minutes 13 seconds East 86.09 feet; thence South 27 degrees 10 minutes 34 seconds East 138.97 feet; thence South 22 degrees 40 minutes 16 seconds East 109.51 feet; thence South 26 degrees 37 minutes 50 seconds East for a distance of 100.10 feet; thence South 22 degrees 58 minutes 50 seconds East for a distance of 41.78 feet; thence South 21 degrees 04 minutes 09 seconds East for a distance of 24.44 feet; thence South 20 degrees 10 minutes 10 seconds East for a distance of 40.72 feet; thence South 17 degrees, 06 minutes 01 seconds East for a distance of 31.19 feet; thence South 15 degrees, 33 minutes 45 seconds East for a distance of 31.66 feet; thence South 13 degrees 20 minutes 27 seconds East for a distance of 34.19 feet, thence South 12 degrees 48 minutes 14 seconds East for a distance of 30.54 feet; thence South 13 degrees 33 minutes 41 seconds East for a distance of 46.79 feet; thence South 13 degrees 48 minutes 58 seconds East for a distance of 33.14 feet and said centerline there terminating.

Exhibit B Property Rights Agreement

EXHIBIT B1



Exhibit B
Property Rights Agreement

EXHIBIT B2-3

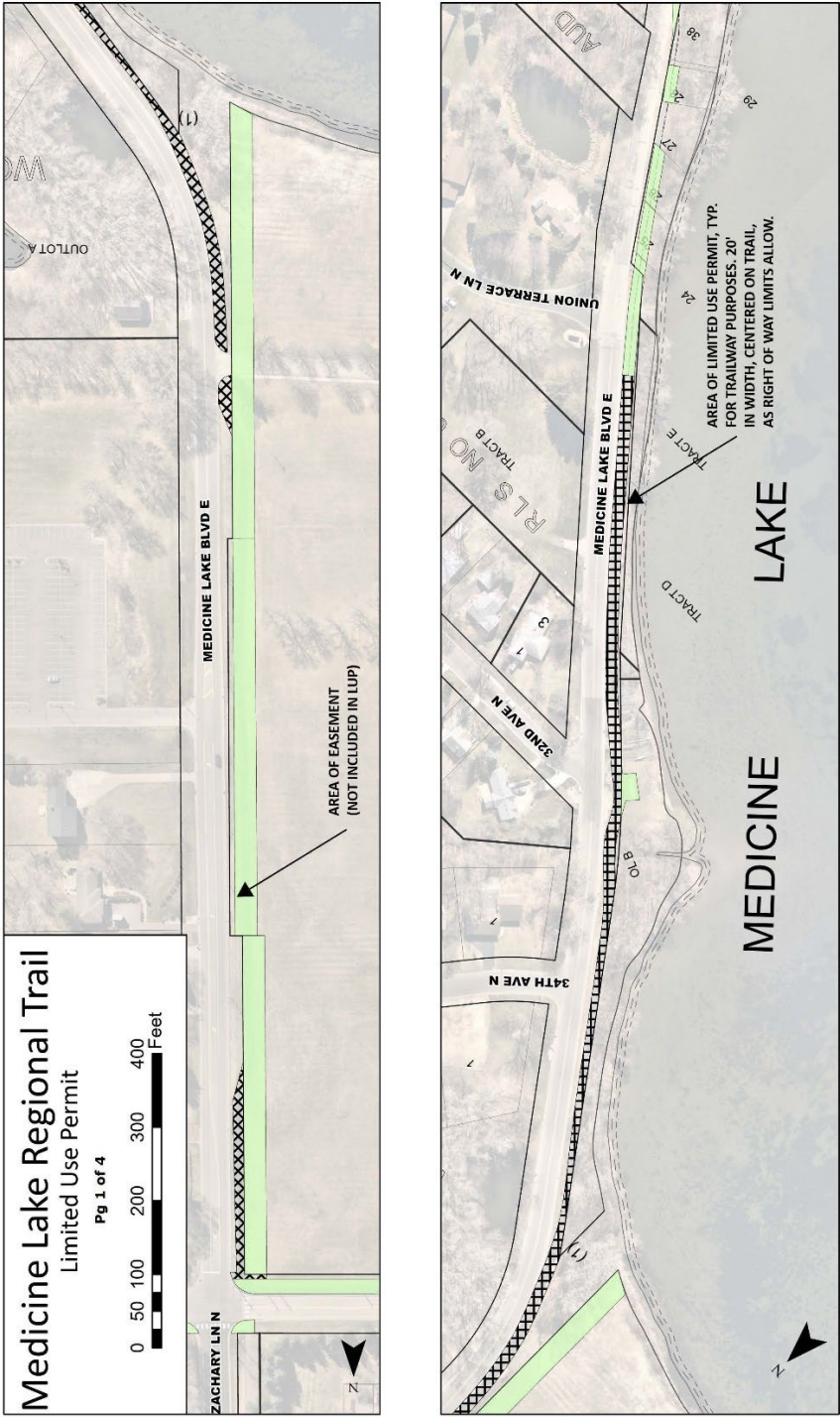


Exhibit B
Property Rights Agreement

EXHIBIT B4-5

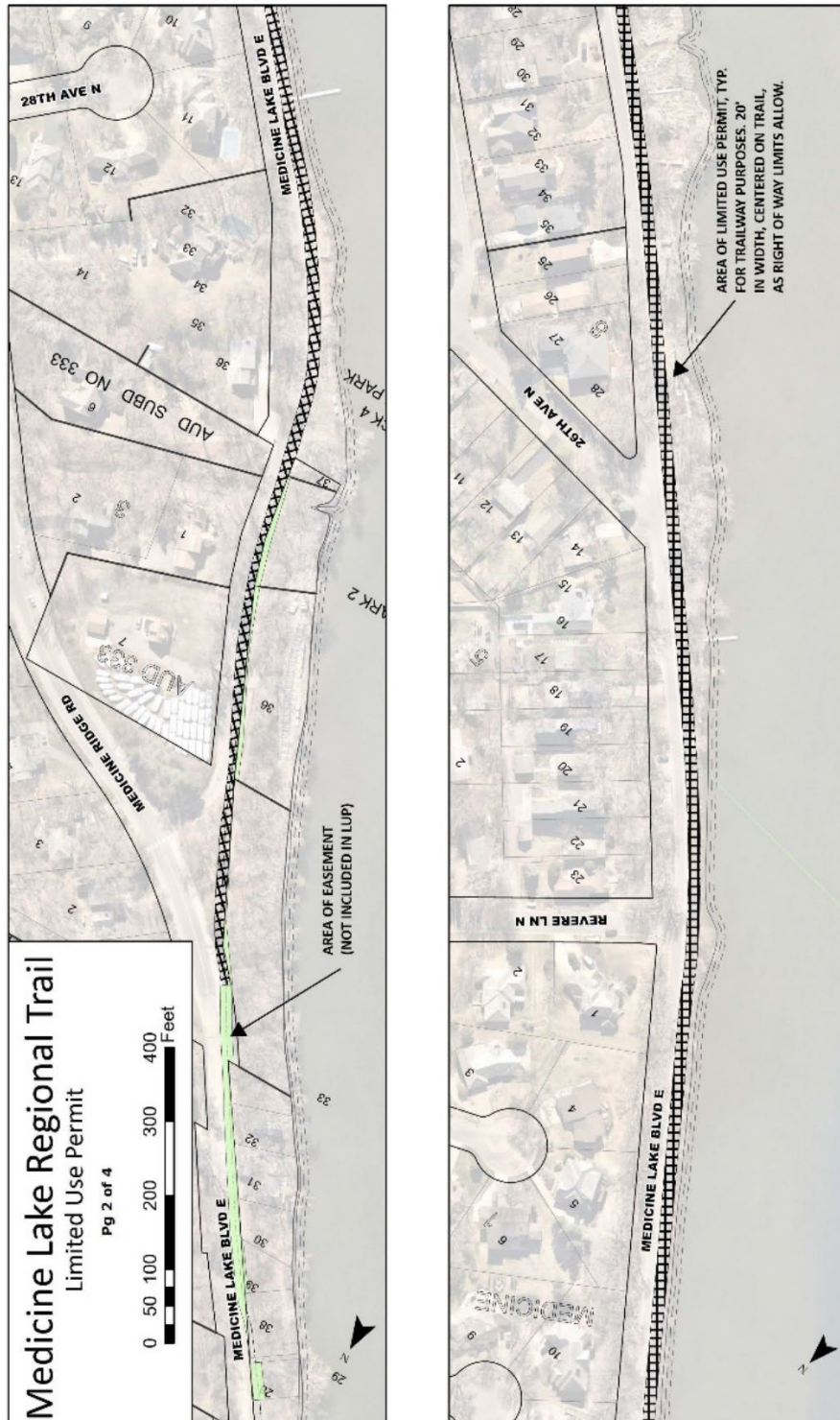


Exhibit B
Property Rights Agreement

EXHIBIT B6-7

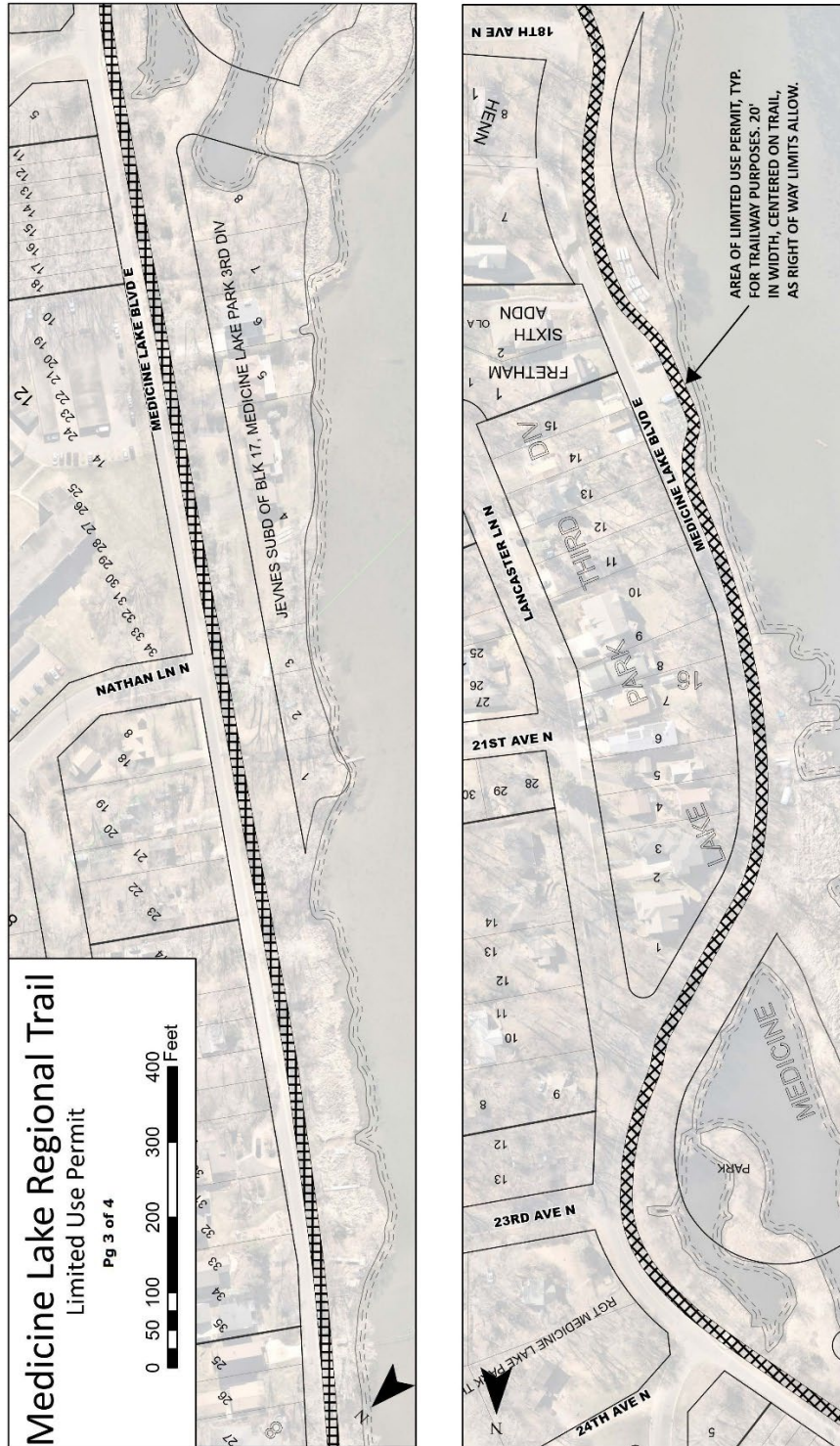


Exhibit B
Property Rights Agreement

EXHIBIT B8

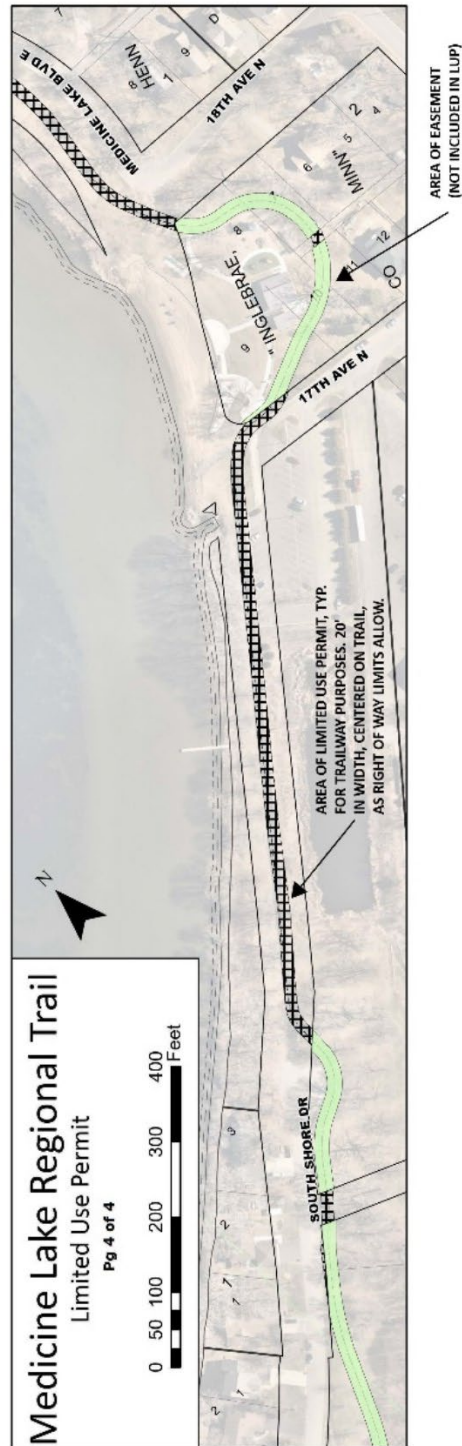
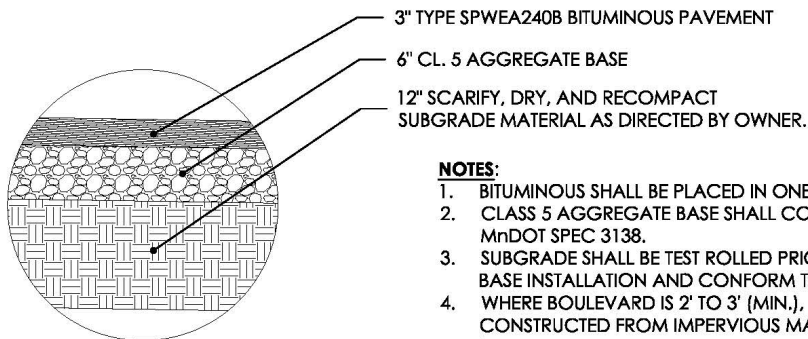
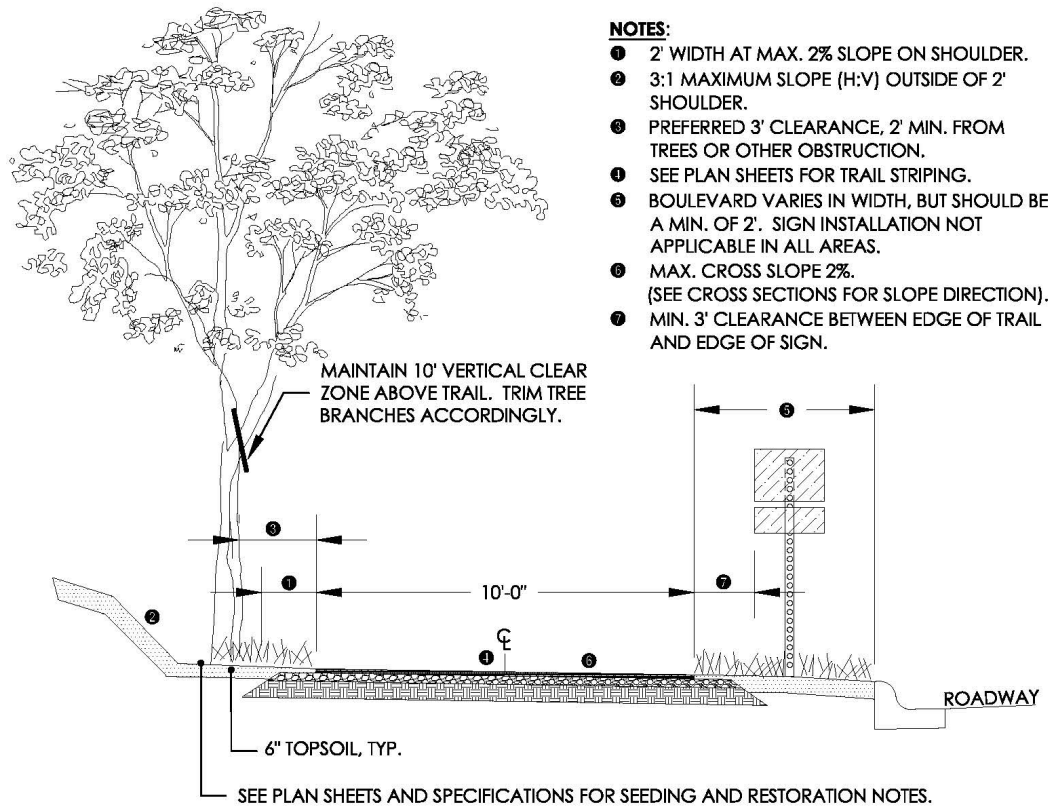


Exhibit C Typical Trail Section



NOTES:

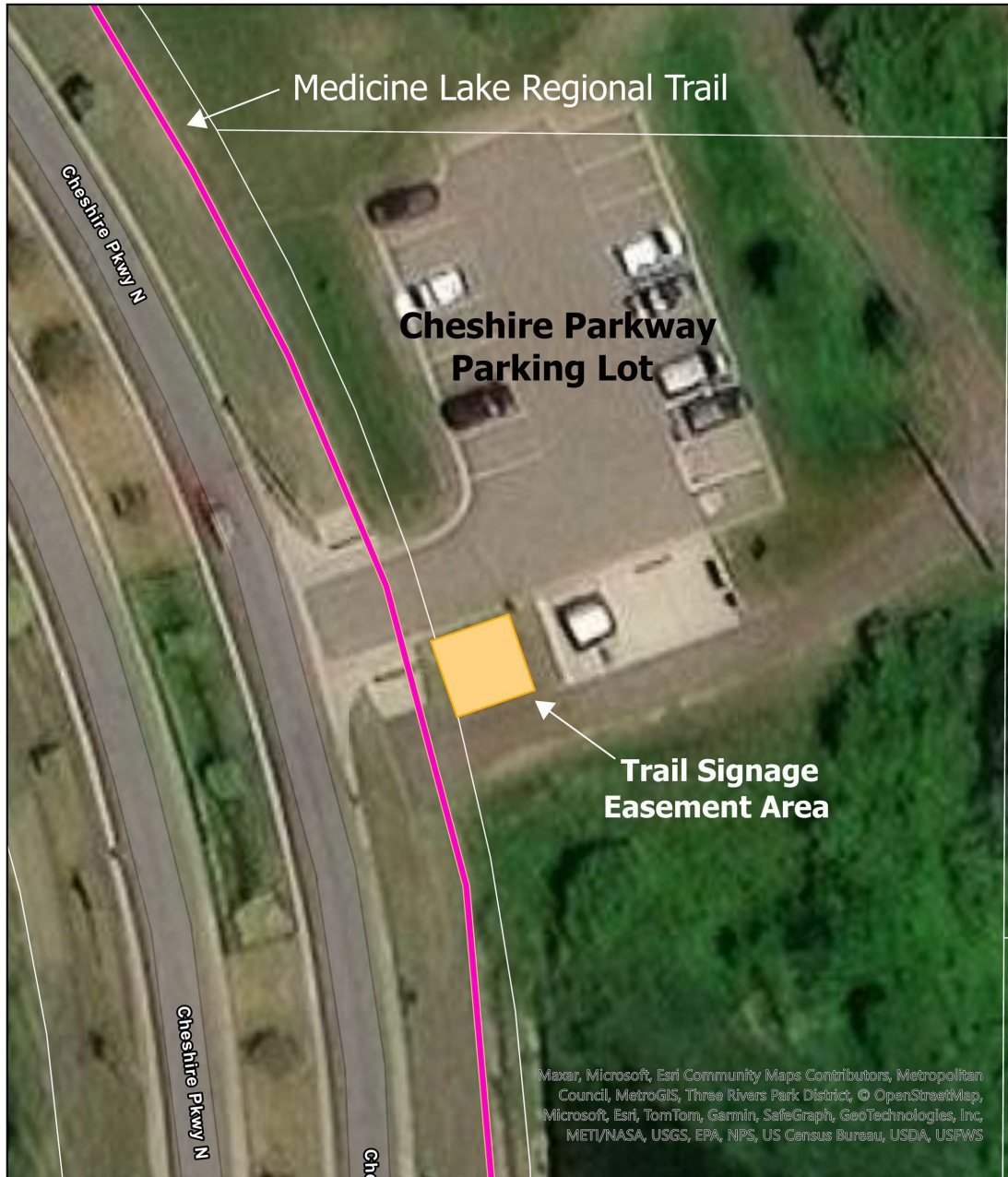
1. BITUMINOUS SHALL BE PLACED IN ONE LIFT.
2. CLASS 5 AGGREGATE BASE SHALL CONFORM TO MnDOT SPEC 3138.
3. SUBGRADE SHALL BE TEST ROLLED PRIOR TO AGGREGATE BASE INSTALLATION AND CONFORM TO MnDOT SPEC 2111.
4. WHERE BOULEVARD IS 2' TO 3' (MIN.), BOULEVARD SHALL BE CONSTRUCTED FROM IMPERVIOUS MATERIAL (I.G., BITUMINOUS, CONCRETE, PAVERS, ETC). SPECIAL STRIPING LAYOUT MAY APPLY, (SEE PLAN SHEETS).

TR-1 TYPICAL TRAIL SECTION 10' URBAN

NTS

Exhibit D
Cheshire Parkway Parking Lot Depiction

CHESHIRE PARKING LOT AND TRAILHEAD AREA



Cheshire Parkway Parking Lot

Exhibit E
Grant of Permanent Easement

GRANT OF PERMANENT EASEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered as of the ____ day of _____, 2025, by and between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation, ("Grantor") and **THREE RIVERS PARK DISTRICT**, a body corporate and politic of the State of Minnesota, ("Grantee") (collectively as the "Parties").

RECITALS

A. The Grantor is the fee owner of property legally described on **Exhibit A** ("Grantor Property");

B. Grantee desires to use a portion of the Grantor Property for a trail head for Grantee's Medicine Lake Regional Trail;

C. Grantee requests to install a trailhead sign ("Sign") on Grantor Property in connection with its trailhead and requires an easement for the sign over the Grantor Property;

NOW, THEREFORE, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged by the Grantor.

1. Grant of Easement. The Grantor hereby grants unto Grantee, its, successors and assigns, forever, a non-exclusive easement (the "Easement") for the Sign over and across the property legally described and depicted on attached **Exhibit B** ("Easement Area") for the purposes hereinafter stated, all subject to the terms, conditions and limitations set forth herein.

2. Easement Rights. The Easement shall include the rights of the Grantee, its contractors, agents, employees, and assigns, to enter upon the Easement Area at all reasonable times to construct, reconstruct, inspect, repair, and maintain the Sign over, across, on, under, and through the Easement Area, together with the right to grade, level, fill, drain, pave, and excavate the Easement Area, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of the Sign.

3. Restoration and Maintenance of Easement Area and Improvements. Grantee shall be responsible for all future maintenance, repair or replacement of the Easement Area and Sign, at Grantee's sole cost and expense.

4. Compliance with Applicable Law; Permits and Approvals. Grantee, its successors, assigns, contractors and subcontractors, shall comply with all applicable federal, state, and local laws and regulations relating to the construction of the Improvements, and in performance of the obligations set forth in this Agreement. Grantee shall be responsible for obtaining all governmental permits, approvals and licenses necessary to undertake the making of the Improvements within the Easement Area as contemplated by this Agreement.

5. Non-Exclusive Easement. The Easement granted herein is non-exclusive, and Grantor reserves unto itself, their successors and assigns, the right to use, pass and repass

Exhibit E
Grant of Permanent Easement

over and upon the Easement Area in any manner that is consistent with the purpose of the Easement granted herein.

6. Indemnity. Grantee agrees to defend, indemnify and hold harmless Grantor from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation, attorneys' fees and paralegal fees (whether incurred before, during or after trial, or upon any appellate level), arising from Grantee's use of the Easement Area or from the exercise by Grantee of any rights granted by this Agreement; excepting, however, that Grantor shall not be indemnified, saved, defended or kept free and harmless from any loss or liability resulting from its own negligence or the negligence of the Grantor's contractors, employees or agents.

7. Grantee to Defend Claims. In the event a suit is brought against the Grantor under circumstances where this agreement to indemnify applies, Grantee at its sole cost and expense shall defend the Grantor in such suit if written notice thereof is promptly given to Grantee within a period wherein Grantee is not prejudiced by lack of such notice. If Grantee is required to indemnify and defend, it will thereafter have control of such litigation, but Grantee may not settle such litigation without the consent of the Grantor, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the Grantor; and Grantee, in defending any action on behalf of the Grantor shall be entitled to assert in any action every defense or immunity that the Grantor could assert in its own behalf.

8. Insurance. Grantee shall ensure that each of its contractors, consultants or agents performing work on behalf of the Grantee to procure and maintain insurance coverage sufficient to protect the interests of the Grantor in an amount not less than the Grantor's statutory limits under Minn. Stat. ch. 466. The Grantor shall be listed as additional insureds on all liability policies, by endorsement.

9. No Liens. Grantee shall keep the Easement Property free and clear of all liens and encumbrances arising from the exercise by Grantee of its rights under this Agreement.

10. Amendment. This Agreement may be modified or amended only upon the mutual consent of Grantor and Grantee, or their respected legal representatives, successors or assigns.

Exhibit E
Grant of Permanent Easement

11. Benefits, Burdens and Parties. All benefits and burdens arising under this Agreement shall run in favor of Grantee and Grantor, and their respective successors and assigns, and shall run with title to the Easement Area.

12. Governing Law; Venue. The parties acknowledge that this Agreement was entered into in the State of Minnesota. This Agreement shall be construed and governed in accordance with the laws of the State of Minnesota without giving effect to any choice of laws or rules thereof that may direct the application of laws of another jurisdiction. Venue for any legal action that arises under this Agreement shall be in state court in Hennepin County, Minnesota.

13. Paragraph Headings and Severability of Terms. The paragraph and subparagraph captions included herein are for reference only and shall not amend, modify or be used to interpret or construe the meaning or intent of the parties as to any of the terms and provisions hereof. If any provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall otherwise remain valid and enforceable to the fullest extent permitted by law.

14. Enforcement. If any party hereto fails to perform or breaches any obligation, requirement, duty or covenant contained herein, the other non-defaulting parties shall have the right, at their option, in addition to any of its other rights, privileges or remedies otherwise stated elsewhere herein to bring an action for specific performance in a court of competent jurisdiction. The failure to enforce any other terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

15. Entire Agreement. This instrument constitutes the entire Agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement.

16. Effective Date. The Effective Date of this Agreement is the last date this Agreement is executed by the parties and consented to by Lessee.

17. Counterparts. This Easement Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which, when taken together, constitute the same instrument.

IN TESTIMONY WHEREOF, the parties hereto have signed this document this ____ day of _____, 2025.

[Remainder of Page Intentionally Left Blank]

Exhibit E
Grant of Permanent Easement

CITY OF PLYMOUTH,
a Minnesota municipal corporation

By: _____
Jeffry Wosje, Mayor

(SEAL)

By: _____
Dave Callister, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Jeffry Wosje and 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

Exhibit E
Grant of Permanent Easement

GRANTEE:
THREE RIVERS PARK DISTRICT

By: _____

John Gibbs, Board Chair

And: _____

Boe Carlson, Superintendent and
Secretary of the Board

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____ 20__, by _____ and _____, respectively, the Board Chair and the Superintendent and Secretary of the Board of Three Rivers Park District, a body corporate and politic of the State of Minnesota, on behalf of its Board.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

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

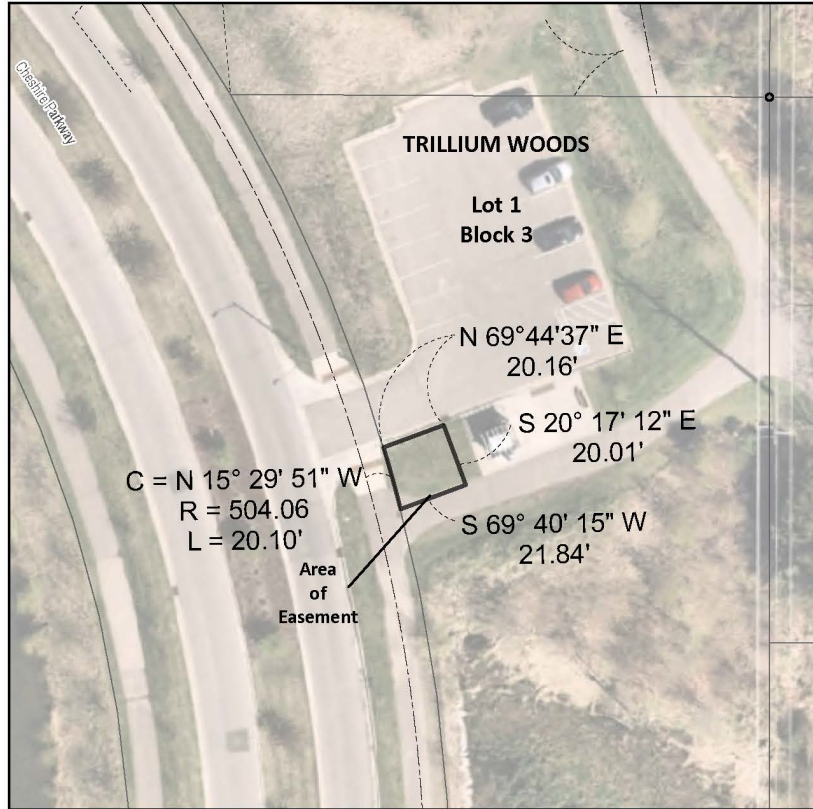
Exhibit E
Grant of Permanent Easement

EXHIBIT "A"
TO
GRANT OF PERMANENT EASEMENT

Lot 1 Block 3, TRILLIUM WOODS, Hennepin County, MN

Exhibit F
Park District Property

EXHIBIT "B"
TO
GRANT OF PERMANENT EASEMENT

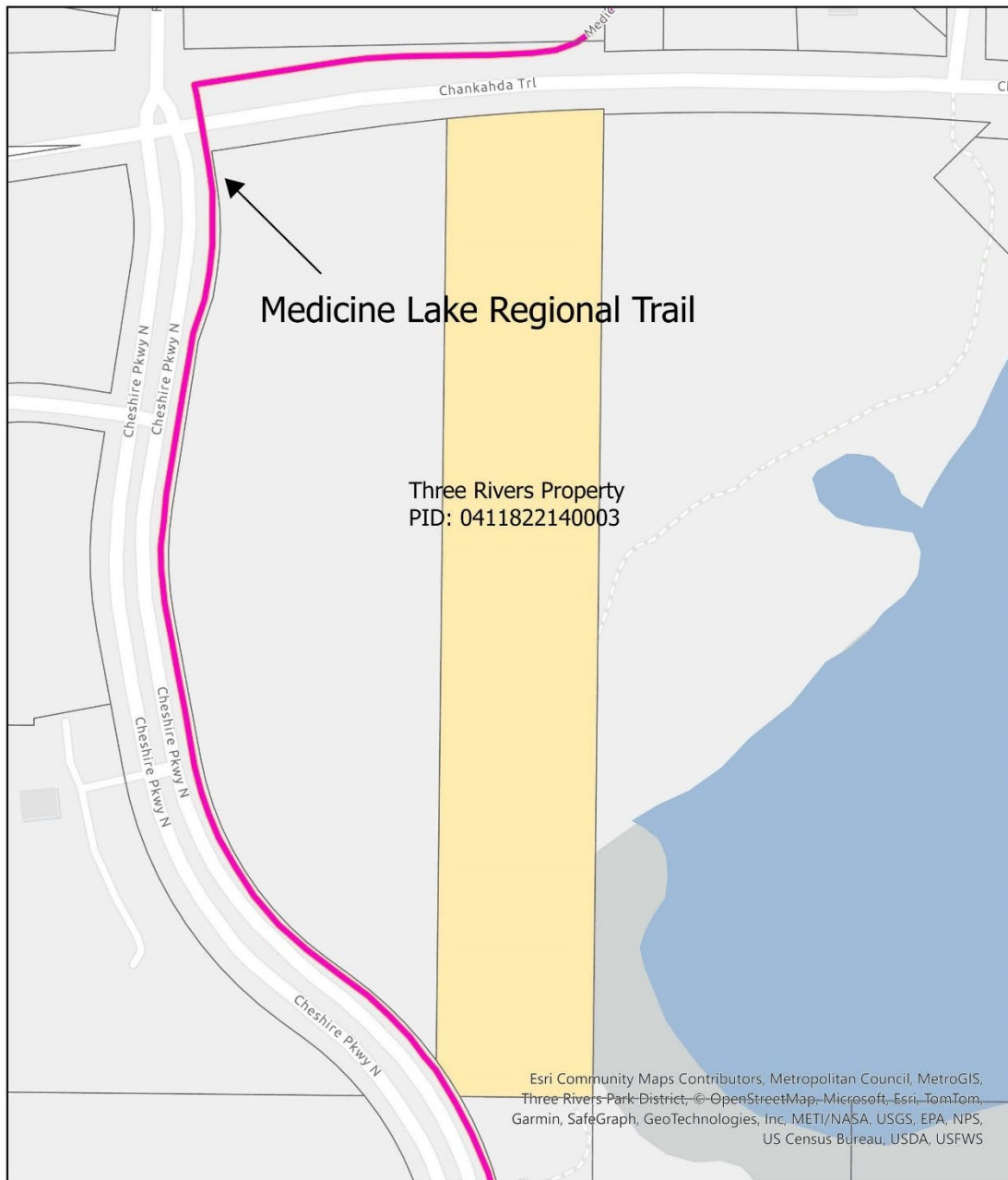


An easement for Kiosk purposes over, under and across Lot 1, Block 3, "TRILLIUM WOODS", Hennepin County, Minnesota, said easement being described as:

Commencing at the Southeast Corner of the Northeast Quarter of Section 4, Township 118, Range 22, Hennepin County, Minnesota; thence on an assumed bearing of North 89° 42' 28" West along the South line of said Northeast Quarter for a distance of 140.56 feet, thence South 20° 17' 12" East for a distance of 110.49 feet to the point of beginning of the easement to be described; thence continuing on a bearing of South 20° 17' 12" East for a distance of 20.01 feet, thence South 69° 40' 15" West for a distance of 21.84 feet, more or less, to the easterly right-of-way line of Cheshire Parkway North, thence northerly along a non-tangential curve concave to the west having a chord bearing of North 15° 29' 51" West and a radius of 504.06 feet and a central angle of 2° 17' 51" for a distance of 20.10', thence North 69° 44' 37" East for a distance of 20.16 feet, more or less, back to the point of beginning and there terminating.

Exhibit F
Park District Property

PROPERTY TO BE CONVEYED FROM PARK DISTRICT TO CITY



Three Rivers Park District Property

PROPERTY RIGHTS AGREEMENT

This Property Rights Agreement ("Agreement") made this ____ day of _____, 2025, by the City of Plymouth, a Minnesota municipal corporation ("Grantor") to Three Rivers Park District, a political subdivision of the State of Minnesota, Hennepin County, Minnesota ("Grantee").

RECITALS

WHEREAS, Grantor and Grantee entered into a Trailway Cooperative Agreement ("Agreement") for the Medicine Lake Regional Trail ("Trail") dated as of _____, 2025; and

WHEREAS, pursuant to the Agreement, Grantor agreed to convey to Grantee an Easement and/or Permit as further described herein and Grantee agreed to accept Easement and/or Permit according to the terms and conditions contained herein; and

WHEREAS, Grantor is the fee owner of certain real property in Hennepin County, Minnesota, legally described and depicted on the attached **Exhibits A1** through **A4** ("Easement Area"); and

WHEREAS, Grantor is not the fee owner, but has legal authority to construct, maintain and operate sidewalks, trails, and other such public ways and Permit within the area legally described and depicted on the attached **Exhibit B1** through **B8** ("Permit Area"); and

WHEREAS, the easements and permits provided by the Grantor under this Agreement do not convey ownership of lands within the Easement and Permit Areas to the Grantee.

NOW THEREFORE, in consideration of mutual covenants contained within the Agreement referenced above, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Grantor agrees to as follows:

TERMS OF PERPETUAL EASEMENT AND PERMANENT AND IRREVOCABLE PERMIT

- 1.) Grant of Easement. Grantor grants and conveys to the Grantee easements ("Easement") as legally described and depicted on the attached **Exhibit A1** through **A4**. The Easement shall be perpetual, shall run with the land, shall be binding upon Grantor and its successors and assigns and shall be for the benefit of Grantee and its successors and assigns. The Easement shall be non-exclusive; provided, however, this Easement shall be prior to and superior to any other easement hereinafter granted. Any future easement shall be subject to and subordinate to, and shall not interfere with, the Easement without the consent, in writing, of Grantee.

- 2.) Grant of Permit. Grantor grants and conveys to the Grantee a permanent permit ("Permit") legally described and depicted on the attached **Exhibit B1** through **B8**. In accordance with the Agreement, the Grantor may substitute a Permit for an Easement only where the Grantor currently does not own property rights sufficient to convey an Easement. The Permit shall be permanent, shall be binding upon Grantor and its successors and assigns and shall be for the benefit of Grantee and its successors and assigns. The Permit shall be non-exclusive; provided, however, this Permit shall be prior to and superior to any other permitted use of the permitted area, hereinafter granted. Any future permit shall be subject to and subordinate to, and shall not interfere with, the Permit without the consent, in writing, of Grantee.
- 3.) Scope of Easement and Permit. The perpetual non-exclusive Easement and Permit granted herein includes the right of the Grantee, its contractor, agents, and employees to locate, install, construct, reconstruct, operate, maintain, inspect, alter and repair within the described Easement and Permit Areas any of the following facilities and amenities: public sidewalk or trail, trail signage, informational kiosks, benches, bike racks, fences, trail bridges/tunnels, and any other trail related structure. Prior to installation, amenities added must (i) be within the trail easement or permit areas and (ii) be processed in accordance with City Ordinances (e.g. sign permits).
- 4.) Trail Use and Purposes. This Easement and Permit is for public railway purposes only. The Trail shall be open to the general public, and be used exclusively for outdoor recreation and commuting including but not limited to walking, jogging, skating, biking, and uses allowed under State, Federal and local laws including, but not limited to, other power driven mobility devices (OPDMD's) and electric personal assistive devices. In addition, motor vehicles used for maintenance, law enforcement or other public uses will be permitted within the Easement and Permit Areas.
- 5.) Loss of Property Rights. Grantor warrants that it will defend and indemnify Grantee against any loss, expense, or interruption to the contiguity of the Trail caused by any action of the Grantor. These obligations of Grantor may be specifically enforced by Grantee and further all costs of such enforcement, including reasonable attorney's fees, shall be paid by Grantor, upon successful enforcement by Grantee.
- 6.) Property Rights and Execution Authority. The Grantee acknowledges that the Grantor makes no representation as to marketable title to the Easement Area or rights to construct or operate the trails within the Easement Area. Grantee shall be responsible for its own due diligence as to title to the Easement Area and rights to construct and operate the trail within the Easement Area. Grantor warrants that the undersigned is authorized to execute this Easement and Permit.
- 7.) Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its successors and assigns.

In witness whereof, the said parties have caused this instrument to be executed on the date and year first written above.
CITY OF PLYMOUTH

By: _____ Its
Mayor

And: _____
Its City Manager

State of Minnesota)
) S.S.
County of Hennepin)

The foregoing instrument was acknowledge before me this _____ day of _____, 2025, by Jeffry Wosje and Dave Callister, the Mayor and City Manager, respectively of the City of Plymouth, a Minnesota municipal corporation, Grantor.

Notary Public

Notary Stamp or Seal

This instrument drafted by:
Three Rivers Park District
3000 Xenium Lane North
Plymouth, MN 55441

Medicine Lake Regional Trail

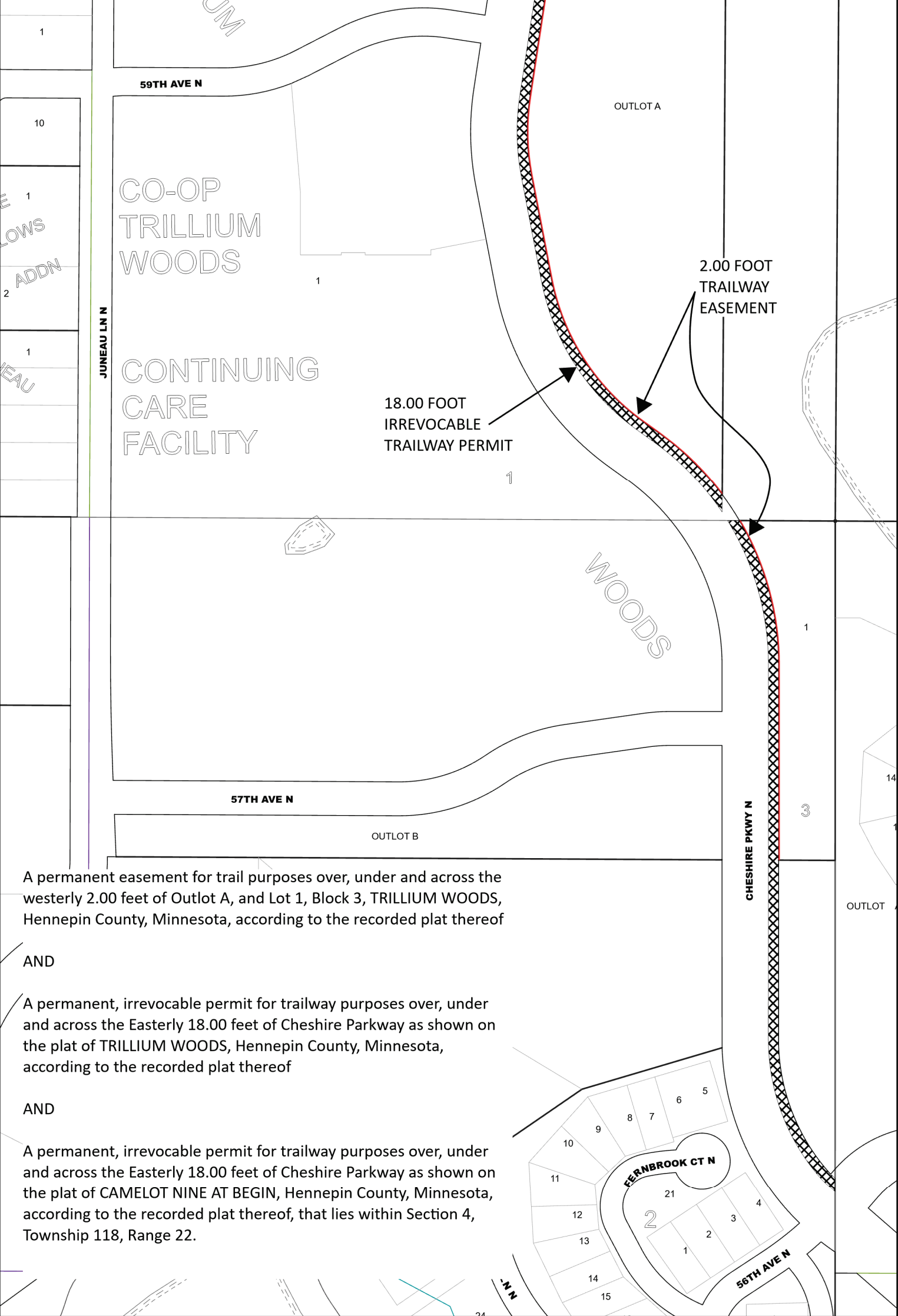
N

075150300450600

Feet

Trillium Woods

Sheet 1 of 1



A permanent easement for trail purposes over, under and across the westerly 2.00 feet of Outlot A, and Lot 1, Block 3, TRILLIUM WOODS, Hennepin County, Minnesota, according to the recorded plat thereof

AND

A permanent, irrevocable permit for railway purposes over, under and across the Easterly 18.00 feet of Cheshire Parkway as shown on the plat of TRILLIUM WOODS, Hennepin County, Minnesota, according to the recorded plat thereof

AND

A permanent, irrevocable permit for railway purposes over, under and across the Easterly 18.00 feet of Cheshire Parkway as shown on the plat of CAMELOT NINE AT BEGIN, Hennepin County, Minnesota, according to the recorded plat thereof, that lies within Section 4, Township 118, Range 22.

East Medicine Lake Park Easement



2

5

MINN³

1.

CC

17TH AVE N

"INGLEBRAE,

17TH AVE N

M E D I C I N E

L A K E

EAST MEDICINE
LAKE 2ND ADDN

ICINE
ON

SOUTH SHORE DR

PT TRACT A
R L S NO 942

NO 1236 PART OF T

PART OF TRACT A

A 20.00' Wide Trailway easement over, under, and across the following described parcel:

Parcel 1: Government Lot 4, Section 25, Township 118, Range 22, Except the West 315 Feet of Said Government Lot 4 lying North of the Right of Way of the Minnesota Western Railroad and subject to an easement of said company to protect its right of way by the erection and maintenance of portable snow fences, as described in Doc No 104847, and also except that part platted as "East Medicine Lake Addition" and also except that part lying between the Easterly line of Lot 1, East Medicine Lake Addition and a line drawn parallel with said Easterly line and distant 16 feet Easterly therefrom, measured at right angles thereto, and lying North of the Easterly Extension of Central Avenue as shown on plat of said East Medicine Lake Addition; and also except that part embraced in the plat of "East Medicine Lake 2nd Addition", and also except that part embraced in "Registered Land Survey No. 921", and Also except that part lying Northeasterly of a line drawn at right angles to the center line of South Shore Drive as platted in East Medicine Lake 2nd Addition to the Southwest corner of Registered Land Survey No. 942, and the extension of said Line, Hennepin County, Minnesota.

Also

Parcel 2: That part of Government Lot 4, lying Northeasterly of a line drawn at right angles to the centerline of South Shore Drive as platted in East Medicine Lake 2nd addition to the Southwest Corner of RLS #942, and the extension of said Line (the intersection of said line with the centerline of South Shore Drive hereinafter referred to as Point A) except that part embraced in the plat of East Medicine Lake 2nd addition, Section 25, Township 118, Range 22.

Also

Parcel 3: The Southeast ¼ of the Southeast ¼ of Section 25, Township 118, Range 22 except that part embraced in the plat of East Medicine Lake 2nd addition, and except that part embraced in RLS #921 and #942.

Except that part of the above parcels 2 and 3:

Which lies Southwesterly of a straight line to a point on the centerline of South Shore Drive as platted on East Medicine Lake 2nd addition 50' Northeasterly of Point A, as hereinabove located, as measured along said centerline from said Point A.

Also

Parcel 4: Government Lot 5 except that part thereof platted as INGLEBRAE, Section 25, Township 118, Range 22, and also except that part embraced in the plat of East Medicine Lake 2nd addition, and also except that part thereof embraced in RLS # 942

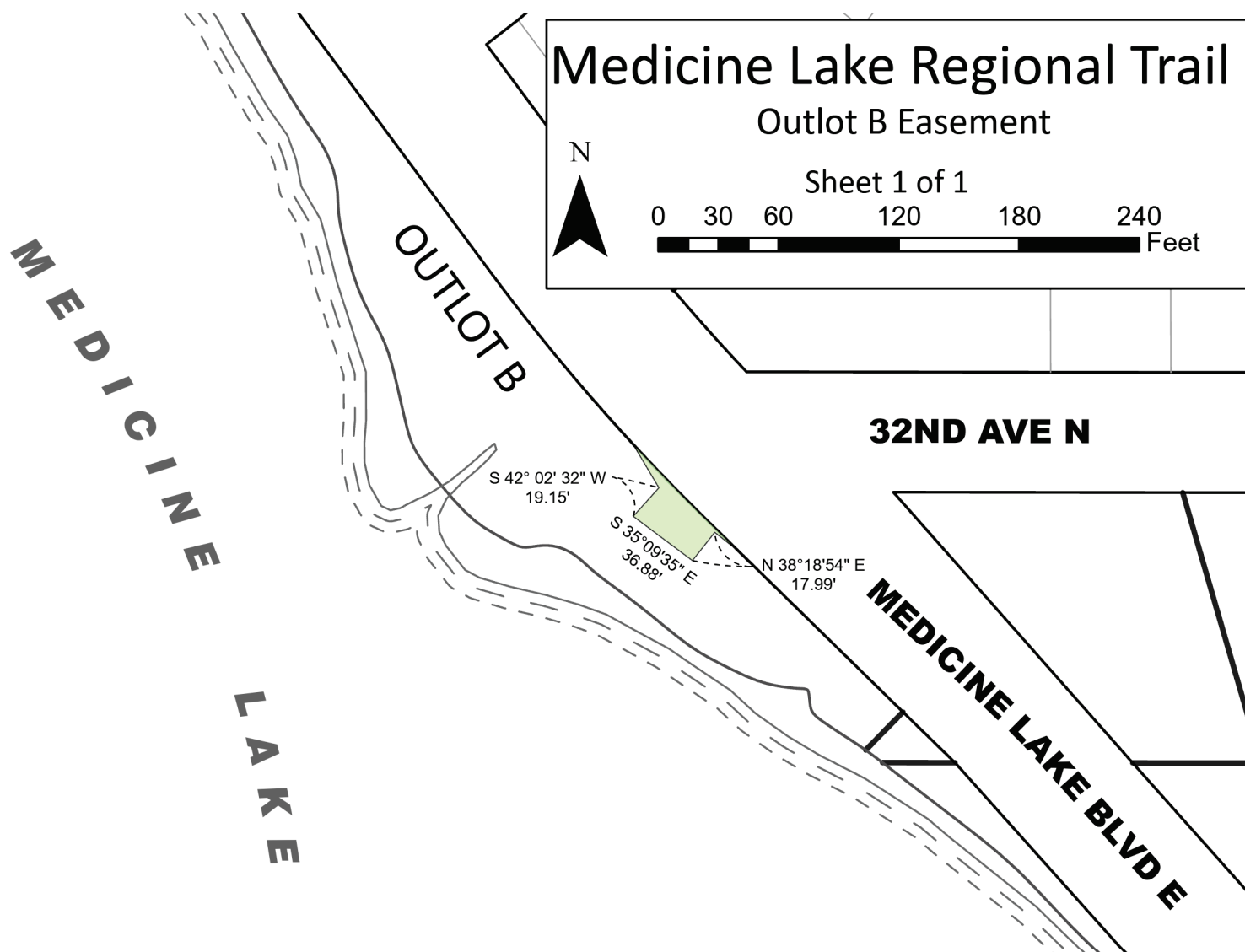
Also

Parcel 5: Lots 7-11, Block 2, INGLEBRAE, Hennepin County, Minnesota

The Centerline of said 20.00 foot easement being described as follows:

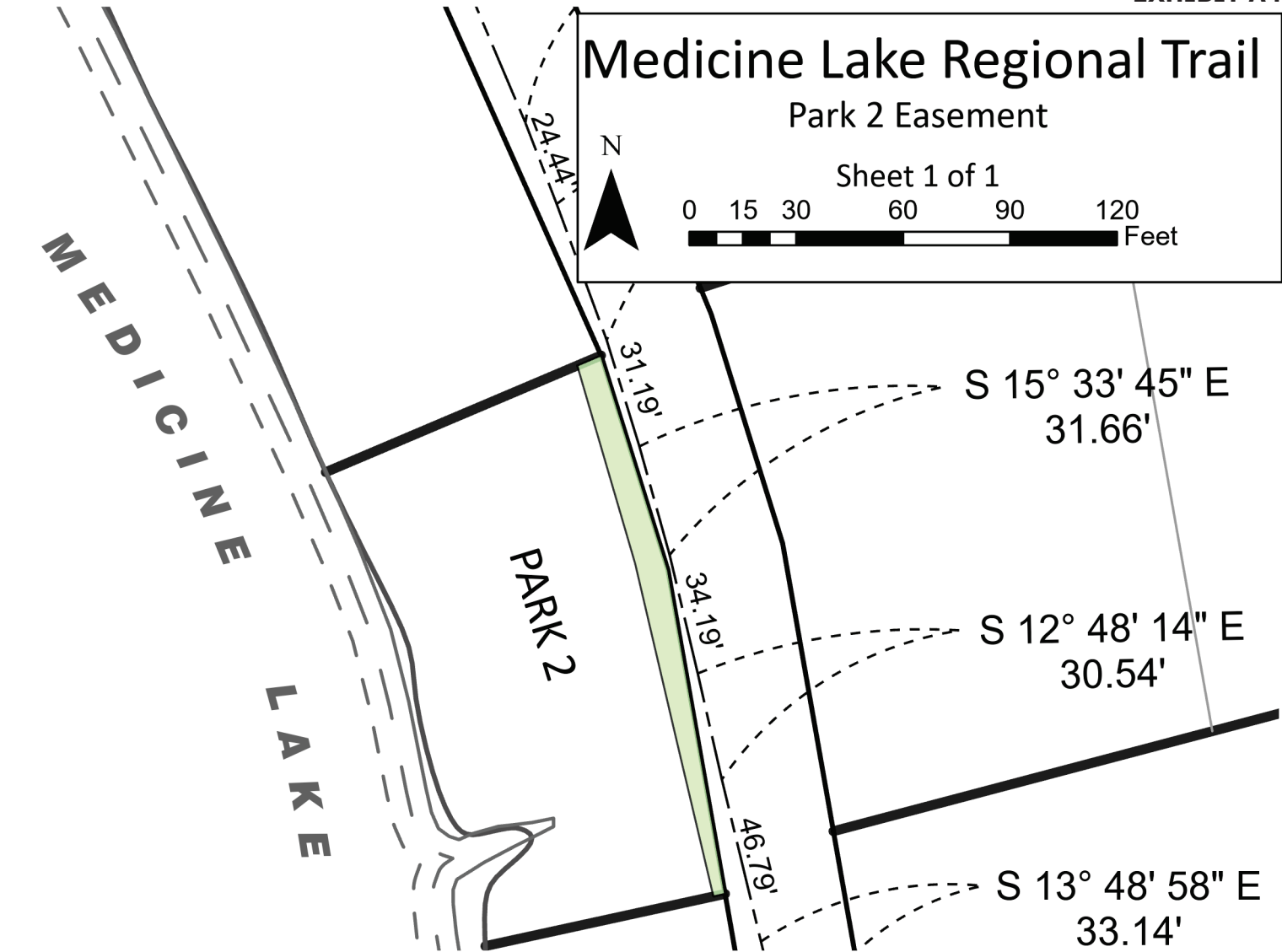
Commencing at the Southeast Corner of Section 25, Township 118, Range 22, Hennepin County, Minnesota, Thence westerly along the South line of said Section 25 On an assumed bearing of N 89° 29' 15" W a distance of 2060.50 feet, Thence N 17° 00' 39" E for a distance of 700.64 feet to the point of beginning of the centerline herein to be described; Thence N 16° 58' 09" E a distance of 6.54 feet, Thence Northerly along a tangential Curve concave to the Southeast, which has a delta angle of 66° 29' 03" and a radius of 82.03 feet for a distance of 95.18 feet, Thence N 83° 27' 13" E a distance of 47.02 feet, Thence Easterly along a tangential Curve concave to the Northwest, which has a delta angle of 59° 03' 15" and a radius of 297.66 feet for a distance of 306.80 feet, Thence N 24° 23' 57" E a distance of 78.78 feet, Thence Northerly along a tangential curve concave to the East with a delta angle of 14° 27' 27" and a radius of 415.13 feet for a distance of 104.75 feet, Thence N 38° 51' 24" E a distance of 46.50 feet, Thence N 45° 25' 03" E a distance of 57.78 feet, Thence N 37° 06' 09" E a distance of 58.55 feet, Thence Easterly along a tangential curve concave to the Southeast with a delta angle of 22° 20' 36" and a radius of 140.30 feet for a distance of 54.71 feet, Thence N 63° 34' 32" E a distance of 30.15 feet, Thence Northerly along a tangential curve concave to the Northwest with a delta angle of 62° 10' 39" and a radius of 65.28 feet for a distance of 70.85 feet, Thence N 01° 23' 54" E a distance of 35.73 feet, Thence Northerly along a tangential curve concave to the East with a delta angle of 37° 40' 18" and a radius of 71.16 feet for a distance of 46.79 feet, Thence N 39° 04' 12" E for a distance of 384.74 feet, Thence N 39° 09' 33" E for a distance of 326.71 feet, Thence easterly along a tangential curve concave to the South with a delta angle of 57° 25' 56" and a radius of

64.20 feet for a distance of 64.35 feet, Thence S 83° 24' 31" E a distance of 21.19 feet, Thence Easterly along a tangential curve concave to the North with a delta angle of 28° 53' 22" and a radius of 48.05 feet for a distance of 24.23 feet, Thence N 67° 42' 07" E a distance of 77.10 feet, Thence Easterly along a tangential curve concave to the South with a delta angle of 07° 12' 18" and a radius of 200.00 feet for a distance of 25.15 feet, Thence N 74° 54' 25" E a distance of 14.79 feet, Thence Easterly along a tangential curve concave to the North with a delta angle of 29° 16' 25" and a radius of 119.12 feet for a distance of 60.86 feet, Thence N 45° 38' 01" E a distance of 7.50 feet, Thence northerly along a tangential curve concave to the West with a delta angle of 56° 40' 18" and a radius of 94.52 feet for a distance of 93.49 feet, Thence N 11° 02' 17" W a distance of 1.70 feet, Thence Northerly along a tangential Curve concave to the West with a delta angle of 70° 33' 17", having a radius of 72.48 feet for a distance of 89.25 feet, Thence N 81° 35' 34" W a distance of 13.64 feet, Thence Westerly along a tangential curve concave to the Northeast with a delta angle of 43° 09' 07" and a radius of 59.56 feet for a distance of 44.86 feet, Thence N 38° 26' 28" W a distance of 3.97 feet, Thence northerly along a tangential curve concave to the East with a delta angle of 33° 05' 58" and a radius of 187.38 feet for a distance of 108.25 feet and there terminating. The Sidelines of said Easement shall be prolonged or shortened to terminate on the above parcel lines.



An easement for railway and railway plaza purposes over, under and across that portion of Outlot B, "Wood Creek Addition", Hennepin County, Minnesota, lying Northerly and Easterly of the following described line;

Commencing at the Northwest corner of Government Lot 1, Township 118, Range 22, Section 24, Hennepin County, Minnesota, Thence Southerly along the West Line of said Government Lot 1 on an assumed bearing of South 00°21'07" East for a distance of 1,409.25 feet, thence South 30°44'05" East for a distance of 793.76 feet, thence South 42°02'32" West for a distance of 19.15 feet, thence South 53° 09' 35" East for a distance of 36.88 feet, thence North 38° 18' 54" East for a distance of 17.99 feet, thence South 51° 41'06" East for a distance of 15.14 feet, more or less, to the boundary of Outlot B and there terminating.



A 20.00 foot wide easement over and across that part of the following described property lying West of the West right of way line of East Medicine Lake Boulevard, to-wit:

Park 2, TIMBER CREEK, Hennepin County, Minnesota according to the recorded plat thereof

lying 10.00.00 feet on either side of a centerline described as follows:

beginning at the northwest corner of Section 24, Township 118, Range 22, said Hennepin County, Minnesota; thence South 00 degrees 21 minutes 07 seconds East, assumed bearing along the west line of said Section 24, a distance of 1542.41 feet to a meander corner on said west line of Section 24; thence South 39 degrees 27 minutes 46 seconds East 855.91 feet to the point of beginning of said centerline; thence South 42 degrees 40 minutes 12 seconds East 126.41 feet; thence South 40 degrees 49 minutes 11 seconds East 145.18 feet; thence South 41 degrees 45 minutes 24 seconds East 129.08 feet; thence South 39 degrees 55 minutes 51 seconds East 96.37 feet; thence southeasterly 6.15 feet along a tangential curve concave to the southwest, having a radius of 99.99 and a central angle of 03 degrees 31 minutes 26 seconds; thence South 36 degrees 24 minutes 25 seconds East tangent to said curve 89.53 feet; thence southeasterly 2.10 feet along a tangential curve concave to the southwest, having a radius of 99.99 and a central angle of 01 degree 12 minutes 08 seconds; thence South 35 degrees 12 minutes 17 seconds East tangent to last described curve 103.12 feet; thence South 35 degrees 04 minutes 46 seconds East 41.96 feet; thence South 34 degrees 12 minutes 17 seconds East 41.61 feet; thence southeasterly 9.16 feet along a tangential curve concave to the northeast, having a radius of 100.01 feet and a central angle of 05 degrees 14 minutes 56 seconds; thence South 39 degrees 27 minutes 13 seconds East tangent to last described curve 1.88 feet; thence southeasterly 6.07 feet along a tangential curve concave to the southwest, having a radius of 99.99 feet and a central angle of 03 degrees 28 minutes 40 seconds; thence South 35 degrees 58 minutes 33 seconds East tangent to last described curve 44.03 feet; thence South 35 degrees 50 minutes 50 seconds East 22.78 feet; thence southeasterly 20.54 feet along a tangential curve concave to the northeast, having a radius of 100.01 feet and a central angle of 11 degrees 45 minutes 55 seconds; thence South 47 degrees 36 minutes 45 seconds East tangent to last described curve 19.98 feet; thence southeasterly 21.57 feet along a tangential curve concave to the southwest, having a radius of 99.99 feet and a central angle of 12 degrees 21 minutes 32 seconds; thence South 35 degrees 15 minutes 14 seconds East tangent to last described curve 24.02 feet; thence South 34 degrees 56 minutes 38 seconds East 3.47 feet; thence South 36 degrees 05 minutes 23 seconds East 50.01 feet; thence South 34 degrees 56 minutes 38 seconds East 6.45 feet; thence South 32 degrees 54 minutes 36 seconds East 151.69 feet; thence southeasterly 5.00 feet along a tangential curve concave to the southwest, having a radius of 99.99 and a central angle of 2 degrees 51 minutes 45 seconds; thence South 30 degrees 02 minutes 51 seconds East tangent to last described curve 17.53 feet; thence South 32 degrees 54 minutes 42 seconds East 99.83 feet; thence southeasterly 6.42 feet along a tangential curve concave to the southwest, having a radius of 99.99 feet and a central angle of 3 degrees 40 minutes 41 seconds; thence South 29 degrees 14 minutes 01 seconds East tangent to last described curve 47.42 feet; thence South 35 degrees 25 minutes 13 seconds East 86.09 feet; thence South 27 degrees 10 minutes 34 seconds East 138.97 feet; thence South 22 degrees 40 minutes 16 seconds East 109.51 feet; thence South 26 degrees 37 minutes 50 seconds East for a distance of 100.10 feet; thence South 22 degrees 58 minutes 50 seconds East for a distance of 41.78 feet; thence South 21 degrees 04 minutes 09 seconds East for a distance of 24.44 feet; thence South 20 degrees 10 minutes 10 seconds East for a distance of 40.72 minutes; thence South 17 degrees, 06 minutes 01 seconds East for a distance of 31.19 feet; thence South 15 degrees, 33 minutes 45 seconds East for a distance of 31.66 feet; thence South 13 degrees 20 minutes 27 seconds East for a distance of 34.19 feet, thence South 12 degrees 48 minutes 14 seconds East for a distance of 30.54 feet; thence South 13 degrees 33 minutes 41 seconds East for a distance of 46.79 feet; thence South 13 degrees 48 minutes 58 seconds East for a distance of 33.14 feet and said centerline there terminating.

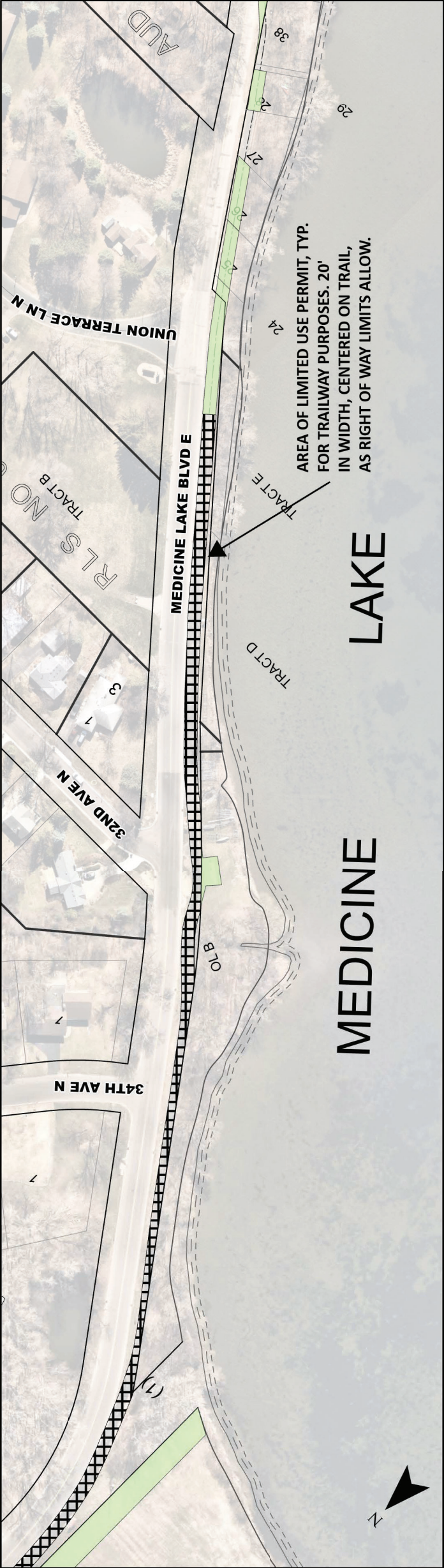
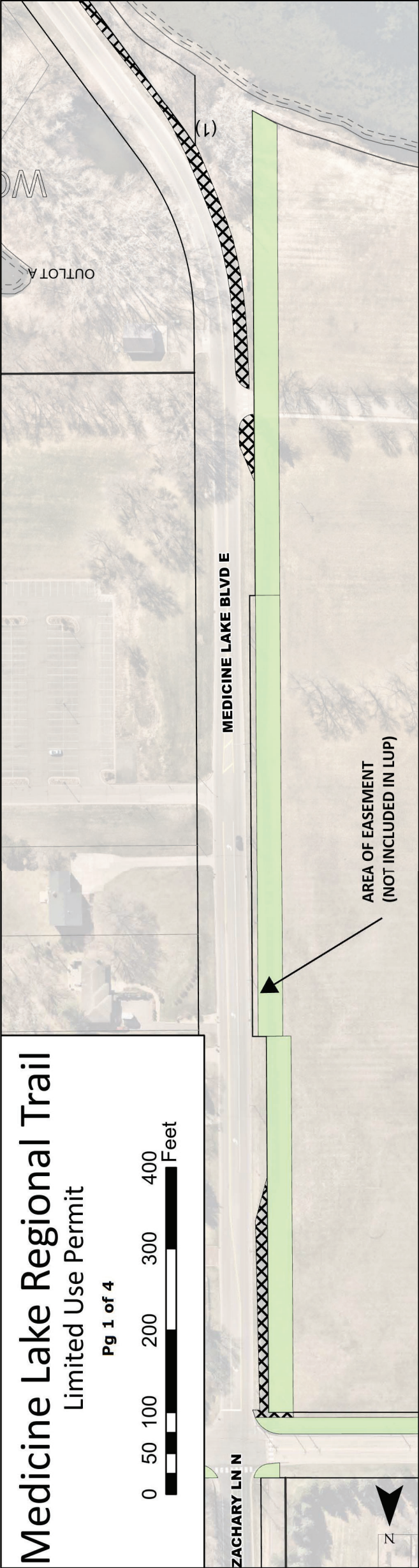
Limited Use Permit

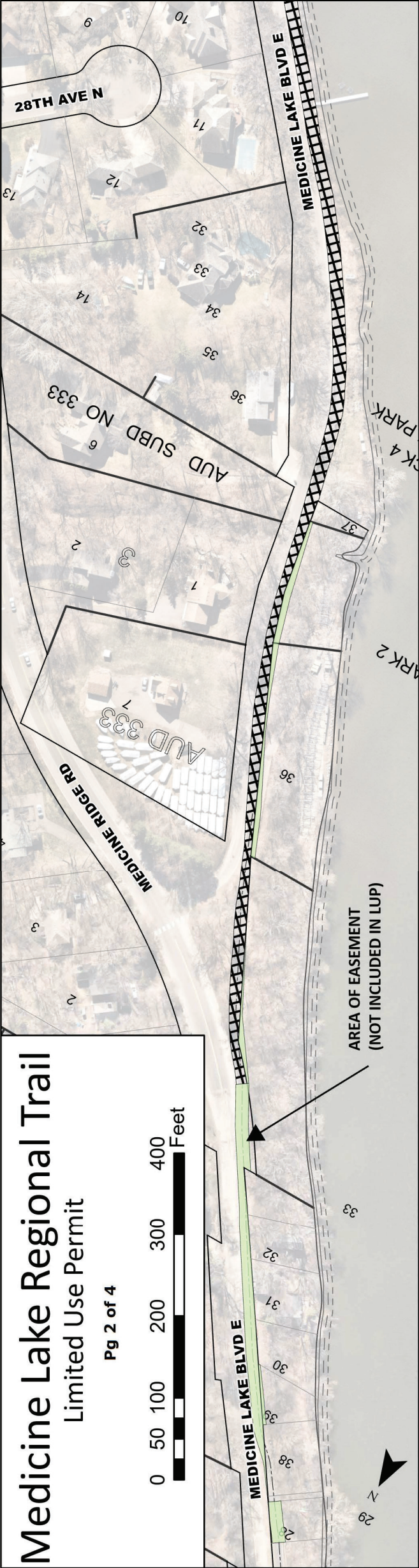
Medicine Lake Regional Trail

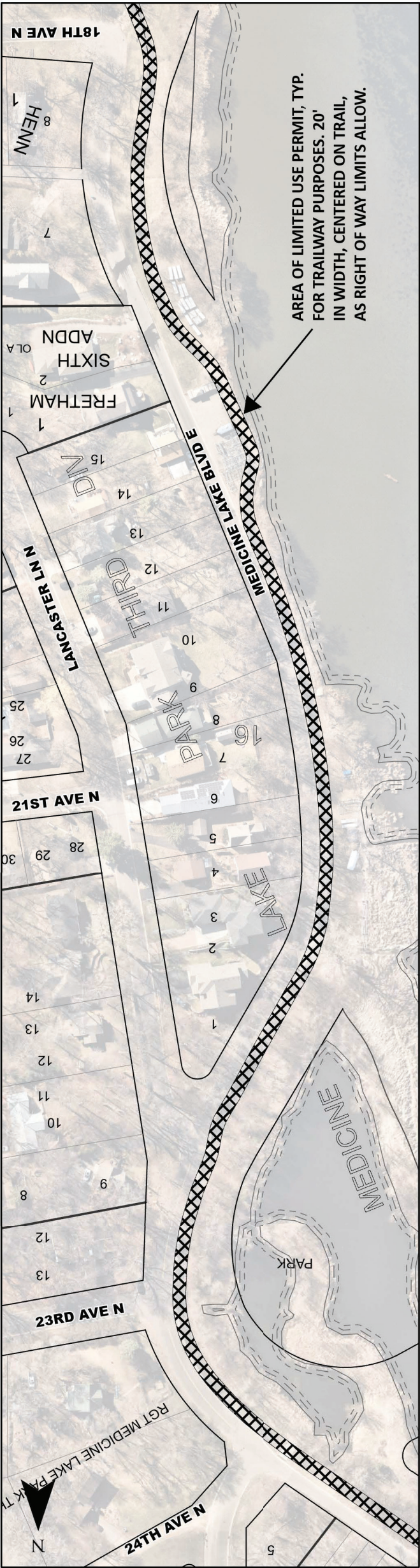
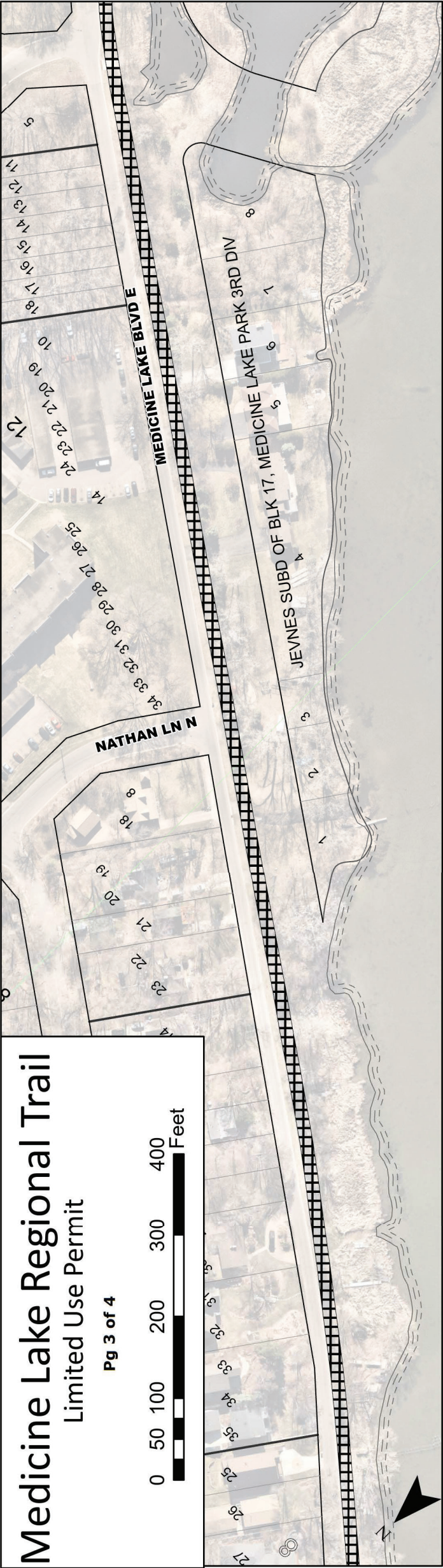


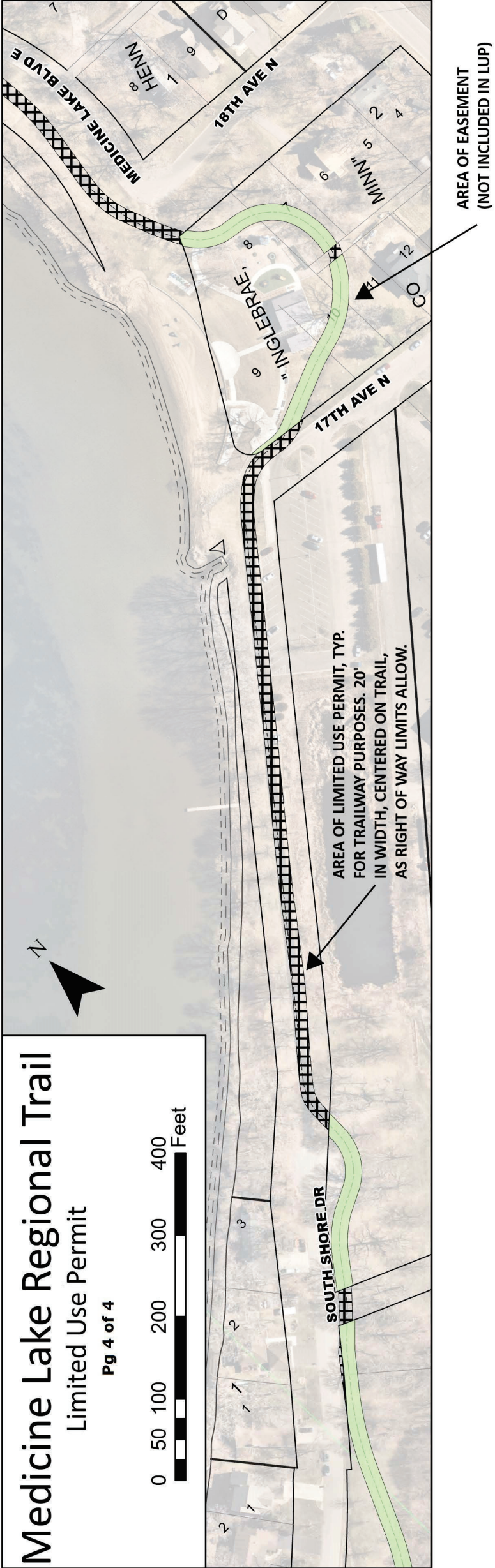
Area shaded green to be limited use permit area. Area described as being 20' Wide LUP, Centered on existing trail.











GRANT OF PERMANENT EASEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered as of the ____ day of _____, 2025, by and between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation, ("Grantor") and **THREE RIVERS PARK DISTRICT**, a body corporate and politic of the State of Minnesota, ("Grantee") (collectively as the "Parties").

RECITALS

- A. The Grantor is the fee owner of property legally described on **Exhibit A** ("Grantor Property");
- B. Grantee desires to use a portion of the Grantor Property for a trail head for Grantee's Medicine Lake Regional Trail;
- C. Grantee requests to install a trailhead sign ("Sign") on Grantor Property in connection with its trailhead and requires an easement for the sign over the Grantor Property;

NOW, THEREFORE, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged by the Grantor.

1. Grant of Easement. The Grantor hereby grants unto Grantee, its, successors and assigns, forever, a non-exclusive easement (the "Easement") for the Sign over and across the property legally described and depicted on attached **Exhibit B** ("Easement Area") for the purposes hereinafter stated, all subject to the terms, conditions and limitations set forth herein.
2. Easement Rights. The Easement shall include the rights of the Grantee, its contractors, agents, employees, and assigns, to enter upon the Easement Area at all reasonable times to construct, reconstruct, inspect, repair, and maintain the Sign over, across, on, under, and through the Easement Area, together with the right to grade, level, fill, drain, pave, and excavate the Easement Area, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of the Sign.
3. Restoration and Maintenance of Easement Area and Improvements. Grantee shall be responsible for all future maintenance, repair or replacement of the Easement Area and Sign, at Grantee's sole cost and expense.

4. Compliance with Applicable Law; Permits and Approvals. Grantee, its successors, assigns, contractors and subcontractors, shall comply with all applicable federal, state, and local laws and regulations relating to the construction of the Improvements, and in performance of the obligations set forth in this Agreement. Grantee shall be responsible for obtaining all governmental permits, approvals and licenses necessary to undertake the making of the Improvements within the Easement Area as contemplated by this Agreement.

5. Non-Exclusive Easement. The Easement granted herein is non-exclusive, and Grantor reserves unto itself, their successors and assigns, the right to use, pass and repass over and upon the Easement Area in any manner that is consistent with the purpose of the Easement granted herein.

6. Indemnity. Grantee agrees to defend, indemnify and hold harmless Grantor from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation, attorneys' fees and paralegal fees (whether incurred before, during or after trial, or upon any appellate level), arising from Grantee's use of the Easement Area or from the exercise by Grantee of any rights granted by this Agreement; excepting, however, that Grantor shall not be indemnified, saved, defended or kept free and harmless from any loss or liability resulting from its own negligence or the negligence of the Grantor's contractors, employees or agents.

7. Grantee to Defend Claims. In the event a suit is brought against the Grantor under circumstances where this agreement to indemnify applies, Grantee at its sole cost and expense shall defend the Grantor in such suit if written notice thereof is promptly given to Grantee within a period wherein Grantee is not prejudiced by lack of such notice. If Grantee is required to indemnify and defend, it will thereafter have control of such litigation, but Grantee may not settle such litigation without the consent of the Grantor, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the Grantor; and Grantee, in defending any action on behalf of the Grantor shall be entitled to assert in any action every defense or immunity that the Grantor could assert in its own behalf.

8. Insurance. Grantee shall ensure that each of its contractors, consultants or agents performing work on behalf of the Grantee to procure and maintain insurance coverage sufficient to protect the interests of the Grantor in an amount not less than the Grantor's statutory limits under Minn. Stat. ch. 466. The Grantor shall be listed as additional insureds on all liability policies, by endorsement.

9. No Liens. Grantee shall keep the Easement Property free and clear of all liens and encumbrances arising from the exercise by Grantee of its rights under this Agreement.

10. Amendment. This Agreement may be modified or amended only upon the mutual consent of Grantor and Grantee, or their respected legal representatives, successors or assigns.

11. Benefits, Burdens and Parties. All benefits and burdens arising under this Agreement shall run in favor of Grantee and Grantor, and their respective successors and assigns, and shall run with title to the Easement Area.

12. Governing Law; Venue. The parties acknowledge that this Agreement was entered into in the State of Minnesota. This Agreement shall be construed and governed in accordance with the laws of the State of Minnesota without giving effect to any choice of laws or rules thereof that may direct the application of laws of another jurisdiction. Venue for any legal action that arises under this Agreement shall be in state court in Hennepin County, Minnesota.

13. Paragraph Headings and Severability of Terms. The paragraph and subparagraph captions included herein are for reference only and shall not amend, modify or be used to interpret or construe the meaning or intent of the parties as to any of the terms and provisions hereof. If any provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall otherwise remain valid and enforceable to the fullest extent permitted by law.

14. Enforcement. If any party hereto fails to perform or breaches any obligation, requirement, duty or covenant contained herein, the other non-defaulting parties shall have the right, at their option, in addition to any of its other rights, privileges or remedies otherwise stated elsewhere herein to bring an action for specific performance in a court of competent jurisdiction. The failure to enforce any other terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

15. Entire Agreement. This instrument constitutes the entire Agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement.

16. Effective Date. The Effective Date of this Agreement is the last date this Agreement is executed by the parties and consented to by Lessee.

17. Counterparts. This Easement Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which, when taken together, constitute the same instrument.

IN TESTIMONY WHEREOF, the parties hereto have signed this document this ____ day of _____, 2025.

[Remainder of Page Intentionally Left Blank]

CITY OF PLYMOUTH,
a Minnesota municipal corporation

By: _____
Jeffry Wosje, Mayor

(SEAL)

By: _____
Dave Callister, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Jeffry Wosje and 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

**GRANTEE:
THREE RIVERS PARK DISTRICT**

By: _____
John Gibbs, Board Chair

And: _____
Boe Carlson, Superintendent and
Secretary of the Board

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ and _____, respectively, the Board Chair and the Superintendent and Secretary of the Board of Three Rivers Park District, a body corporate and politic of the State of Minnesota, on behalf of its Board.

Notary Public

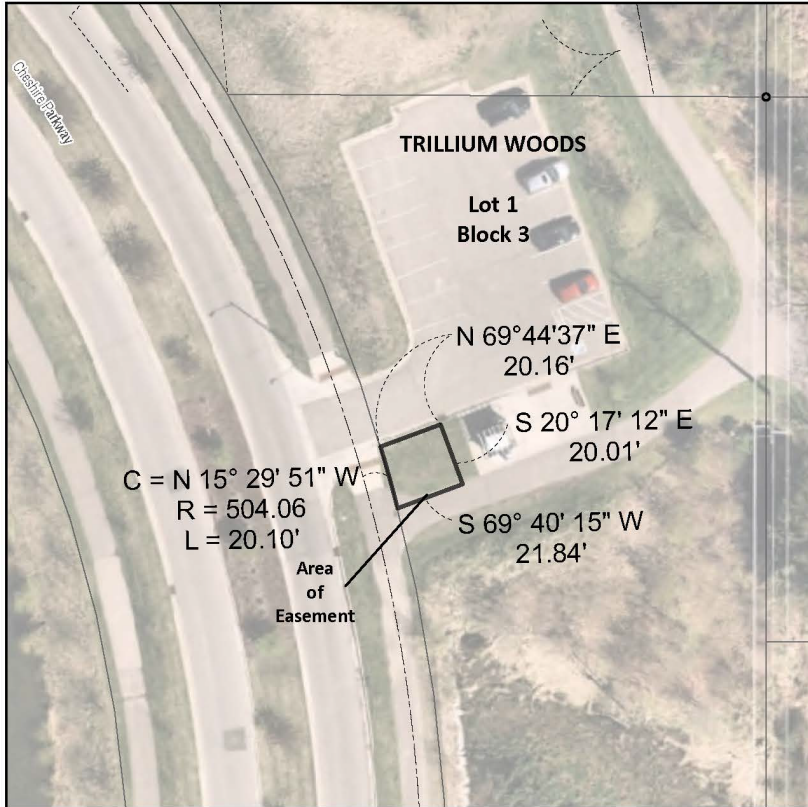
THIS INSTRUMENT WAS DRAFTED BY:

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

EXHIBIT "A"
TO
GRANT OF PERMANENT EASEMENT

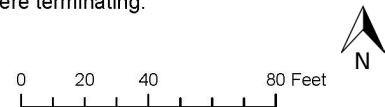
Lot 1 Block 3, TRILLIUM WOODS, Hennepin County, MN

EXHIBIT "B"
TO
GRANT OF PERMANENT EASEMENT



An easement for Kiosk purposes over, under and across Lot 1, Block 3, "TRILLIUM WOODS", Hennepin County, Minnesota, said easement being described as:

Commencing at the Southeast Corner of the Northeast Quarter of Section 4, Township 118, Range 22, Hennepin County, Minnesota; thence on an assumed bearing of North 89° 42' 28" West along the South line of said Northeast Quarter for a distance of 140.56 feet, thence South 20° 17' 12" East for a distance of 110.49 feet to the point of beginning of the easement to be described; thence continuing on a bearing of South 20° 17' 12" East for a distance of 20.01 feet, thence South 69° 40' 15" West for a distance of 21.84 feet, more or less, to the easterly right-of-way line of Cheshire Parkway North, thence northerly along a non-tangential curve concave to the west having a chord bearing of North 15° 29' 51" West and a radius of 504.06 feet and a central angle of 2° 17' 51" for a distance of 20.10', thence North 69° 44' 37" East for a distance of 20.16 feet, more or less, back to the point of beginning and there terminating.



CITY OF PLYMOUTH

RESOLUTION No. 2025-190

RESOLUTION APPROVING THE MEDICINE LAKE REGIONAL TRAIL COOPERATIVE AGREEMENT, MEDICINE LAKE PROPERTY RIGHTS AGREEMENT AND GRANT OF PERMANENT EASEMENT WITH THREE RIVERS PARK DISTRICT

WHEREAS, the city has been in discussions with Three Rivers Park District to secure regional trail cooperative agreements and associated property rights on city property; and

WHEREAS, this would legally formalize property rights between the City of Plymouth and Three Rivers Park District for the Medicine Lake Regional Trail; and

WHEREAS, the agreement includes acquisition of 5.74 acres of land from Three Rivers Park District between two city-owned parcels at Lake Camelot Park; and

WHEREAS, the agreement includes the commitment for the city to install a four-season restroom at the Northwest Greenway Cheshire parking lot with Three Rivers Park District contributing \$50,000 towards the purchase and installation; and

WHEREAS, Three Rivers Park District will be granted a permanent easement adjacent to the restroom for a future kiosk sign; and

WHEREAS, in lieu of land conveyance obligations due to Three Rivers Park District as part of the October 2, 2002 Land Exchange agreement, the city will participate in cost sharing of the CSAH 61 (Northwest Boulevard) trail reconstruction; and

WHEREAS, Three Rivers Park District Board of Commissioners are reviewing these agreements for approval at their July 17, 2025 board meeting; and

WHEREAS, the city will contribute up to \$300,000 for the CSAH 61 (Northwest Boulevard) trail reconstruction to be funded from the Park Replacement Fund in 2027.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, approves the Medicine Lake Regional Trail Cooperative Agreement and Medicine Lake Property Rights Agreement. The Mayor and City Manager are authorized to execute the agreements.

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

To: Dave Callister, City Manager

Prepared by: Amy Gottschalk, Deputy City Clerk

Reviewed by: Jodi Gallup, City Clerk

Item: **Approve Minnesota Laws, 2025, Special Session, Chapter 13, Article 5, Section 18**

1. Action Requested:

Adopt resolution approving Minnesota Laws, 2025, Special Session, Chapter 13, Article 5, Section 18.

2. Background:

During the 2025 special session, the State Legislature adopted special legislation to allow for the establishment of up to two Tax Increment Financing (TIF) districts for the redevelopment of City Center. The City of Plymouth must adopt the attached resolution and file the certificate of approval with the Secretary of State before the special legislation takes effect pursuant to the terms of the legislation.

3. Budget Impact:

Not applicable.

4. Attachments:

1. Certificate of Approval
2. City Council Resolution 2025-191

**CERTIFICATE OF APPROVAL OF SPECIAL LAW
BY GOVERNING BODY**

(Pursuant to Minnesota Statutes, 645.02 and 645.021)

STATE OF MINNESOTA

County of Hennepin

TO THE SECRETARY OF STATE OF MINNESOTA:

PLEASE TAKE NOTICE, That the undersigned chief clerical officer of the

City of Plymouth, Minnesota

DOES HEREBY CERTIFY, that in compliance with the provisions of Laws, 2025,

Chapter 645.021 requiring approval by a majority* of the governing body of said local governmental unit before it becomes effective, the City Council of the City of Plymouth, Minnesota
(designate governing body)

at a meeting duly held on the _____ day of _____ 2025, by resolution _____

_____ did approve said Laws, 2025, Chapter 13, Article 5, Section 18
(if other than resolution, specify)

by a _____ majority vote* of all of the members thereof (Ayes _____; Noes _____;

Absent or not voting _____) and the following additional steps, if any required by statute or charter were taken:

A copy of the resolution is hereto annexed and made a part of this certificate by reference.

Signed: _____

(Print Name)

(Official designation of officer)

(This form prescribed by the Attorney General and furnished by the Secretary of State as required in Minnesota Statutes 645.021.)

*If extraordinary majority is required by the special law, insert fraction or percentage here.

Please see reverse side for instructions for completing this form.

S:\ELECT\ELECT\OPEN\APPT\CERTIFICATE OF APPROVAL OF SPECIAL LAW.doc

INSTRUCTIONS

- Include the chapter number in the *Laws of Minnesota* that is to be approved on the Certificate of Approval form **and** in the resolution that approves the special law.
- Return the completed **originally signed** Certificate of Approval form **with a photo copy** of the resolution that approved the special law to:

Official Documents
Secretary of State
180 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd
St Paul, MN 55155-1299

- If you have any questions please contact the official documents team at official.documents@state.mn.us or call **651-556-0643**.

CITY OF PLYMOUTH

RESOLUTION No. 2025-191

RESOLUTION APPROVING MINNESOTA LAWS, 2025, 1ST SPECIAL SESSION, CHAPTER 13, ARTICLE 5, SECTION 18

WHEREAS, the 2025 1st special session of the Minnesota Legislature passed, and the Governor signed, Minnesota Session Laws, 2025, 1st Special Session, Chapter 13, Article 5, Section 18, which states as follows:

Sec. 18. CITY OF PLYMOUTH; TIF AUTHORITY.

Subdivision 1. Establishment. Under the special rules established in subdivision 2, the city of Plymouth may establish not more than two redevelopment districts located wholly within the city of Plymouth, Hennepin County, Minnesota, limited to the area identified as the city center district in the Plymouth, Minnesota Zoning Map in effect on January 1, 2024, and adopted pursuant to section 21000.12 of the Plymouth Zoning Code of Ordinances.

Subd. 2. Special rules. If the city establishes a tax increment financing district under this section, the following special rules apply:

(1) the district is deemed to meet the requirements of Minnesota Statutes, section 469.174, subdivision 10;

(2) Minnesota Statutes, section 469.176, subdivision 4j, does not apply to the district; and

(3) the five-year period under Minnesota Statutes, section 469.1763, subdivision 3, is extended to ten years, and the period under Minnesota Statutes, Section 469.1763, subdivision 4, relating to the use of increment after the expiration of the five-year period is extended to 11 years.

Subd. 3. Expiration. The authority to approve a tax increment financing plan to establish a tax increment financing district under this section expires December 31, 2031.

EFFECTIVE DATE. This section is effective the day after the governing body of the city of Plymouth and its chief clerical officer comply with Minnesota Statutes, section 645.021, subdivisions 2 and 3.

WHEREAS, such legislation requires local approval in accordance with Minnesota Statute, Section 645.021; and

WHEREAS, the City desires the law to become effective.

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

- (1) Minnesota Session Laws, 2025, 1st Special Session, Chapter 13, Article 5, Section 18, is hereby approved.
- (2) The City Manager is hereby instructed to submit the appropriate certificate and a copy of this Resolution to the Secretary of State of the State of Minnesota.

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

City Clerk

To: Dave Callister, City Manager

Prepared by: Michael Reed, Police Captain

Reviewed by: Erik Fadden, Public Safety Director

Item: **Accept donation from the Plymouth Crime and Fire Prevention Fund**

1. Action Requested:

Adopt the attached resolution accepting a donation from the Plymouth Crime and Fire Prevention Fund for the purchase of a Matrix Performance Treadmill.

2. Background:

When Public Safety Director Mike Goldstein retired, the Plymouth Crime and Fire Prevention Fund (PC&FPF) established the Mike Goldstein Health and Wellness Fund to honor his legacy of advancing innovative strategies that support the mental, physical, emotional, and spiritual well-being of Plymouth police officers and firefighters.

As part of this effort, the PC&FPF is seeking to replace the police department's 14-year-old, worn-out treadmill with a new, state-of-the-art commercial model that includes a warranty. The fund believes that physically fit and mentally resilient officers are better equipped to make sound decisions, manage stress, and respond effectively to critical incidents. This investment will directly strengthen the safety and well-being of both our officers and the community they serve.

3. Budget Impact:

The donation of \$8,000 covers the cost of the treadmill. There is no immediate impact on the budget. The treadmill includes a seven-year motor warranty and a three-year warranty on parts and labor. The Police Department will incorporate the treadmill into its operational budget for a regular replacement schedule.

4. Attachments:

1. City Council Resolution 2025-192

CITY OF PLYMOUTH

RESOLUTION No. 2025-192

RESOLUTION APPROVING A DONATION FROM THE PLYMOUTH CRIME AND FIRE PREVENTION FUND

WHEREAS, the police department actively engages in strategies that help keep officers physically fit and mentally resilient; and

WHEREAS, the Plymouth Crime and Fire Prevention Fund has pledged to donate \$8,000 to replace a 14-year-old treadmill with a new, commercial grade treadmill.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the resolution accepting a donation from the Plymouth Crime and Fire Prevention Fund is approved.

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

To: Dave Callister, City Manager

Prepared by: Andrew Etzel, Battalion Chief

Reviewed by: Rodger Coppa, Fire Chief

Item: **Authorize renewal of Radiological Response Contract with the State of Minnesota**

1. Action Requested:

Adopt attached resolution authorizing renewal of radiological response contract with the State of Minnesota for incidents at the Monticello and Prairie Island Nuclear Facilities for the fiscal years 2026-2027.

2. Background:

Since 1993, the council has authorized the city to enter into an agreement with the State of Minnesota in order for the Fire Department to provide response capabilities to the nuclear power facilities located at Monticello and Prairie Island. Under this agreement, the Fire Department's responsibilities are those related to the monitoring of areas surrounding the nuclear facilities for unsafe levels of radiation. Members of the response team are not permitted to enter areas determined to be unsafe or immediately dangerous to life and health. The state reimburses the city up to a maximum amount of \$185,000 for the grant period of 2026/2027 for costs incurred. The City of Maple Grove's Fire Department has also contracted with the state to provide these response capabilities. The combined resources of the Plymouth and Maple Grove Fire Departments are required to comply with the contract.

3. Budget Impact:

There is no impact on the Fire Department budget. Program costs are reimbursed by the state through the contract. The city benefits from the paid training covered by the contract and for equipment that would otherwise be the responsibility of the city.

4. Attachments:

1. Grant Contract Agreement
2. City Council Resolution 2025-193



Minnesota Department of Public Safety (“State”) Homeland Security and Emergency Management Division 3925 Pheasant Ridge Dr NE Blaine, MN 55449	Grant Program: 2026/27 (REP) Radiological Emergency Preparedness Grant Contract Agreement No.: A-REP-2026/27-PLYMOUCI-035
Grantee: City of Plymouth 3400 Plymouth Boulevard Plymouth, MN 55447-1448	Grant Contract Agreement Term: Effective Date: 7/1/2025 Expiration Date: 6/30/2027
Grantee’s Authorized Representative: Andy Etzel City of Plymouth 12000 Old Rockford Rd Plymouth, MN 55441 763-509-5126 aetzel@plymouthmn.gov	Grant Contract Agreement Amount: Original Agreement \$185,000.00 Matching Requirement \$ 0.00
State’s Authorized Representative: Patrick McLaughlin Homeland Security & Emergency Management Division 3925 Pheasant Ridge Dr NE Blaine, MN 55449 Phone: 651-201-7434 E-Mail: Patrick.McLaughlin@state.mn.us	Federal Funding: n/a FAIN: n/a State Funding: Minnesota Statutes Chapter 12 Sections 12.13, 12.14 and 12.22, Subd.2 Special Conditions none

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: Per Minn. Stat. § 16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. § 16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2026/27 (REP) Radiological Emergency Preparedness [“Application”] which is incorporated by reference into this grant contract agreement and on file with the State at Homeland Security and Emergency Management Division 3925 Pheasant Ridge Dr NE, Blaine, MN 55449. The Grantee shall also comply with all requirements referenced in the 2026/27 (REP) Radiological Emergency Preparedness Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-REP-2026/27-PLYMOUCI-035 / 3000103816

Project No.(indicate N/A if not applicable): _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Organization: Plymouth, City of

A-REP-2026/27-PLYMOUCI-035

Budget Summary (Report)

FY26: REP				
Budget Category	Awarded			
Personnel (training, drill, exercise)				
Annual Training 27	\$10,000.00			
Total	\$10,000.00			
Equipment				
Equipment 26	\$90,000.00			
Total	\$90,000.00			
Supplies				
Supplies 26	\$5,000.00			
Total	\$5,000.00			
Other				
Operating costs 26	\$7,500.00			
Total	\$7,500.00			
Personnel				
Wages 26	\$20,000.00			
Total	\$20,000.00			
Total	\$132,500.00			
FY27: REP				
Budget Category	Awarded			
Personnel (training, drill, exercise)				
Annual Training 27	\$10,000.00			
Total	\$10,000.00			
Equipment				
Equipment 27	\$10,000.00			
Total	\$10,000.00			
Supplies				
Supplies 27	\$5,000.00			
Total	\$5,000.00			
Other				
Operating costs 27	\$7,500.00			
Total	\$7,500.00			

Organization: Plymouth, City of

Budget Summary (Report)

Personnel	
Wages 27	\$20,000.00
Total	\$20,000.00
Total	\$52,500.00
Total	\$185,000.00
Allocation	\$185,000.00
Balance	\$0.00

CITY OF PLYMOUTH

RESOLUTION No. 2025-193

RESOLUTION AUTHORIZING THE RENEWAL OF AN AGREEMENT WITH THE STATE OF MINNESOTA TO PROVIDE RADIOLOGICAL RESPONSE SERVICES

WHEREAS, since 1993, the City Council has authorized an agreement with the State of Minnesota for the Fire Department to provide response capabilities to nuclear power facilities located at Monticello and Prairie Island; and

WHEREAS, under this agreement, the Fire Department's responsibilities are those related to the monitoring of areas surrounding the nuclear facilities for unsafe levels of radiation; and

WHEREAS, the State of Minnesota reimburses the city up to a maximum of \$92,500 for fiscal year 2026 and \$92,500 for fiscal year 2027 for cost incurred; and

WHEREAS, there is no impact on the approved Fire Department budget. Program costs are reimbursed by the State of Minnesota through the contract.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the renewal of an agreement with the State of Minnesota for fiscal years 2026-2027 to provide radiological response at the Monticello and Prairie Island nuclear power facilities is approved.

APPROVED by the City Council on this 22nd day of July, 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 July 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: Michael Payne, City Engineer/Deputy Public Works Director

Reviewed by: Michael Thompson, Public Works Director

Item: **Approve Grant Agreement with the State of Minnesota for the Station 73 Transit and Regional Improvement Program (ST230003)**

1. Action Requested:

Adopt the attached resolution approving a grant agreement with the State of Minnesota for the Station 73 Transit and Regional Improvement Program (ST230003).

2. Background:

The Station 73 Transit and Regional Improvement Program (TRIP) is identified in the 2025-2034 Capital Improvement Plan, with construction scheduled for 2025-2026. The project includes the reconstruction of a portion of Highway 55 near County Road 73, the addition of a multi-use trail underneath Highway 55, transit inline bus platforms, realignment of County Road 73, construction of the Eagle Lake Regional Trail from Luce Line Trail south towards the City of Minnetonka, and improvements of South Shore Drive and 10th Avenue.

The city was awarded \$5,077,600 in grant funding for the Station 73 TRIP through the State of Minnesota's Infrastructure Investment and Jobs Act (IIJA) Discretionary Match Program. Created by the Minnesota Legislature in 2023, the program provides funding to grant recipients that have directly received a federal discretionary award for transportation-related purposes under IIJA and will be used as matching funds. The city is eligible for the state's IIJA Discretionary Match Program as it was awarded \$15 million in grant funding as part of the federal 2022 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program.

Under this agreement, the city is eligible for reimbursement of up to \$2,865,171 in construction costs. The city previously entered into an agreement with the state for the

remainder of the grant funding as reimbursement of right of way and easement acquisition costs.

3. Budget Impact:

The council previously approved a budget for the project in the amount of \$34,949,657. The IIJA Grant Agreement with the State of Minnesota would provide reimbursement for up to \$2,865,171 in construction costs.

4. Attachments:

1. Grant Agreement
2. City Council Resolution 2025-194

**STATE OF MINNESOTA
FEDERAL TRANSPORTATION GRANTS TECHNICAL ASSISTANCE AND
IIJA DISCRETIONARY MATCH
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:
City of Plymouth
3400 Plymouth Boulevard
Plymouth, MN 55447
Contact: Mike Payne

RECITALS

1. General Funds were appropriated to provide grants for technical assistance to a requesting local unit of government that seeks to submit an application for a federal discretionary grant for a transportation-related purpose in Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a).
2. General funds were appropriated to make state funded grants to a federal grant recipient in Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a).
3. Grantee has been awarded Federal Transportation Grants Technical Assistance or IIJA Discretionary Grant Match funds in session law as noted above.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn.Stat.§16B.98](#), Subd. 5. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **December 31, 2029**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; and Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will conduct activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law, which is attached to this Agreement as Exhibit B.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

3 Time

- 3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

- 4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

- 4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under in Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a). Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.
- 4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.
- 4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$2,865,171.00**.

4.2 Payment

- 4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.
- 4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
- 4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
- 4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.
- 4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.
- 4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
- 4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.
- 4.2.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Marc Briese,
Programs Engineer,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3802
marc.briese@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Mike Payne
City Engineer/Deputy Public Works Director
City of Plymouth
3400 Plymouth Boulevard
Plymouth, MN 55447
763-509-5538
mpayne@plymouthmn.gov

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 Amendments. Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 Waiver. If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 Grant Agreement Complete. This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

7.5 Electronic Records and Signatures. The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.6 Certification. By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices

of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this 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. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices

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 agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State.

11 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.

12 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13 Termination; Suspension

13.1 **Termination.** The State or Commissioner of Administration may unilaterally terminate this agreement at any time with or without cause, upon 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 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State 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 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

13.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, 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 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.
- 16 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 17 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 18 **Additional Provisions**
- 18.1 **Prevailing Wages.** Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project.
- 18.2 **E-Verification.** Grantee agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.
- 18.3 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.
- 18.4 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and

documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.5 Use, Maintenance, Repair and Alterations. The Grantee shall not, without the written consent of the State and the Commissioner, (i) permit or allow the use of any of the property improved with these grants funds (the Real Property) for any purpose other than in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors , (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Grantee fails to maintain the Real Property in accordance with this Section, the State may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Grantee irrevocably authorizes the State to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by the State shall be at its sole discretion, and nothing contained herein shall require the State to take any action or incur any expense and the State shall not be responsible, or liable to the Grantee or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by the State pursuant to this Section shall be due and payable on demand by the State and will bear interest from the date of payment by the State at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

[The remainder of this page has intentionally been left blank.]

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Manager

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: _____

State Aid Programs Manager
(with delegated authority)

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with	
2023 State IIJA General Fund Grant, SAAS Acct 426	\$2,865,171.00	General Fund Grant	
Other:		Funds:	
		Federal discretionary RAISE grant match	\$2,865,171.00
	\$		\$
	\$		\$
	\$		\$
Subtotal	\$2,865,171.00	Subtotal	\$2,865,171.00
Public Entity Funds:		Items paid for with Non-	
Matching Funds		General Fund	
Local Match	\$4,058,038.32	Grant Funds:	
Other:		Federal discretionary RAISE grant	\$ 20,885,081.49
Federal Funds (RAISE)	\$14,995,000.00		
Federal Funds (STBG)	\$800,000.00		
<i>Federal Funds (RAISE) - TRAINEES</i>	\$4,000.00		
State TH funds	\$1,028,043.17		
Subtotal	\$20,885,081.49	Subtotal	\$20,885,081.49
TOTAL FUNDS	\$23,750,252.49	TOTAL PROJECT COSTS	\$23,750,252.49

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project

Form Name:	IIJA-match-application
Submission Time:	September 18, 2023 9:07 am
Browser:	Chrome 117.0.0.0 / Windows
IP Address:	216.194.97.146
Unique ID:	1143168088

Entity Legal Name	City of Plymouth
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Mailing address	3400 Plymouth Blvd Plymouth, MN 55447
-----------------	--

SWIFT Vendor Number	0000196702
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Type of applicant	Local government
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Authorized representative

Name	Michael Thompson
------	------------------

Title	Public Works Director
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Phone number	(763) 509-5501
--------------	----------------

Email address	mthompson@plymouthmn.gov
---------------	--------------------------

Program contact

Name	Chris LaBounty
------	----------------

Title	Deputy Public Works Director/City Engineer
-------	--

Phone number	(763) 509-5541
--------------	----------------

Email address	clabounty@plymouthmn.gov
---------------	--------------------------

Program/project information

Transportation mode	Local roadway
---------------------	---------------

Program/project title	Station 73 TRIP (Transit & Regional Improvement Program)
-----------------------	--

Brief program/project description	The Station 73 TRIP will improve transportation for all users with a new pedestrian underpass under TH 55, inline stations at Station 73, realigning CSAH 73 south of Hwy 55, and new regional trail.
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Program/project location	City of Plymouth
--------------------------	------------------

Congressional district of program/project	3
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Estimated start date	Apr 01, 2025
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Estimated end date	Nov 30, 2026
State Project Number or SAP Number, if applicable	SP 2723-149

Federal award information

Name of federal awarding agency/office	U.S. Department of Transportation Office of the Secretary (OST)
Name of OST grant program	Rebuilding American Infrastructure with Sustainability and Equity (RAISE)
Assistance Listing Number (ALN)	20.933
Federal Funding Opportunity Number	G4910-9X
Date of notice of award	Nov 09, 2022

Federal application information

Amount of federal funds requested	20310400
Amount of federal funds awarded	15000000
Total project cost (as proposed on application)	26323000
Match requirement percentage for the federal program	80%/20%
Upload PDF of SF-424 from application	https://mndotforms.formstack.com/admin/download/file/15218244706
Upload Notice of Award letter/confirmation from federal awarding agency	https://mndotforms.formstack.com/admin/download/file/15218244707

Additional comments

Is there anything else you'd like to add?	This is a multi-modal project with TH, CSAH, MSAS, local, regional trail, transit, and safety improvements. After working through preliminary design the scope increased from the application to better partner with an adjacent MnDOT project.
--	---

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

CITY OF PLYMOUTH

RESOLUTION No. 2025-

RESOLUTION APPROVING GRANT AGREEMENT WITH THE STATE OF MINNESOTA FOR THE STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM (TRIP) (ST230003)

WHEREAS, the Station 73 Transit and Regional Trail Improvement Program (TRIP) is listed in the proposed 2025-2034 Capital Improvement Plan (CIP); and

WHEREAS, the project involves construction pedestrian and regional bicycle trail systems, a pedestrian and bicycle underpass on Highway 55, inline bus platforms on Highway 55, improvements to South Shore Drive and 10th Avenue, realignment of CSAH 73, and Station 73 Transit Station mobility improvements; and

WHEREAS, the City of Plymouth has applied to the Commissioner of Transportation for a grant from the State Program for Infrastructure Investment and Jobs Act (IIJA) Assistance; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be **\$2,865,171.00**; and

WHEREAS, a Grant Agreement between the State of Minnesota and the city is necessary to utilize the grant funds for the project; and

WHEREAS, the city previously entered into agreement No. 1058269 with the State of Minnesota for right of way and easement acquisition costs; and

WHEREAS, MnDOT Agreement No. 1060066 allows for the city to be reimbursed for up to **\$2,865,171.00** in construction costs, which is the remainder of the grant funding.

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

1. The City agrees to the terms and conditions of the grant consistent with Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a), and will pay any additional amount by which the cost exceeds the estimate, and will return any amount appropriated for the project but not required.
2. The Grant Agreement (MnDOT Agreement No. 1060066) between the State of Minnesota and the City of Plymouth is approved.

3. The Mayor and City Manager are authorized and directed to execute said grant agreement, and any amendments to the agreement.

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

Jodi M. Gallup, City Clerk

CITY OF PLYMOUTH

RESOLUTION No. 2025-194

RESOLUTION APPROVING GRANT AGREEMENT WITH THE STATE OF MINNESOTA FOR THE STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM (TRIP) (ST230003)

WHEREAS, the Station 73 Transit and Regional Trail Improvement Program (TRIP) is listed in the proposed 2025-2034 Capital Improvement Plan (CIP); and

WHEREAS, the project involves construction pedestrian and regional bicycle trail systems, a pedestrian and bicycle underpass on Highway 55, inline bus platforms on Highway 55, improvements to South Shore Drive and 10th Avenue, realignment of CSAH 73, and Station 73 Transit Station mobility improvements; and

WHEREAS, the City of Plymouth has applied to the Commissioner of Transportation for a grant from the State Program for Infrastructure Investment and Jobs Act (IIJA) Assistance; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$5,077,600; and

WHEREAS, a Grant Agreement between the State of Minnesota and the city is necessary to utilize the grant funds for the project; and

WHEREAS, the city previously entered into agreement No. 1058269 with the State of Minnesota for right of way and easement acquisition costs; and

WHEREAS, MnDOT Agreement No. 1060066 allows for the city to be reimbursed for up to **\$2,865,171** in construction costs, which is the remainder of the grant funding.

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

1. The City agrees to the terms and conditions of the grant consistent with Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a), and will pay any additional amount by which the cost exceeds the estimate, and will return any amount appropriated for the project but not required.
2. The Grant Agreement (MnDOT Agreement No. 1060066) between the State of Minnesota and the City of Plymouth is approved.
3. The Mayor and City Manager are authorized and directed to execute said grant agreement, and any amendments to the agreement.

APPROVED by the City Council on this 22nd day of July, 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 July 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
_____, _____.

City Clerk

To: Dave Callister, City Manager

Prepared by: Natalie Dorcy, Office Support Specialist

Reviewed by: Jodi Gallup, City Clerk

Item: **Approve lawful gambling premises permit application of Plymouth Lions at Bombay Pizza Kitchen, 2705 Annapolis Lane North, Suite A**

1. Action Requested:

Adopt attached resolution approving lawful gambling application of Plymouth Lions at Bombay Pizza Kitchen, 2705 Annapolis Lane North, Suite A.

2. Background:

Plymouth Lions have submitted a lawful gambling application to conduct pull-tabs, bar bingo, tipboards, electronic pull-tabs, electronic linked bingo, and paddlewheel at Bombay Pizza Kitchen, 2705 Annapolis Lane North, Suite A. This organization and location meet the requirements of Section 1105 of the city code to hold a lawful gambling premises permit.

Additionally, charitable organizations that conduct lawful gambling within the city must: Contribute 10% of the organization's net profits derived from lawful gambling to a fund administered and regulated by the city, for distribution by the city for purposes authorized under State Statute 349.12, Subd. 25.

Expend 75% of its lawful purpose expenditures within the local trade area (corporate limits of the city or any municipality contiguous to the city).

3. Budget Impact:

Plymouth Lions have paid the \$250 investigation fee required for the new premises permit application.

4. Attachments:

1. City Council Resolution 2025-195

CITY OF PLYMOUTH

RESOLUTION No. 2025-195

RESOLUTION APPROVING LAWFUL GAMBLING APPLICATION OF PLYMOUTH LIONS AT BOMBAY PIZZA KITCHEN AT 2705 ANNAPOLIS LANE NORTH, SUITE A

WHEREAS, Plymouth Lions has submitted a premise permit application to conduct lawful gambling at Bombay Pizza Kitchen at 2705 Annapolis Lane North, Suite A; and

WHEREAS, this organization and the location meet the requirements of Section 1105 of the Plymouth City Code.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the lawful gambling application of Plymouth Lions at Bombay Pizza Kitchen at 2705 Annapolis Lane North, Suite A is approved.

APPROVED by the City Council on this 22nd day of July, 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 fence within drainage and utility easement areas at 16925 47th Avenue North**

1. Action Requested:

Adopt resolution approving encroachment agreement for a fence within drainage and utility easement areas at 16925 47th Avenue North.

2. Background:

Evan and Tristin Bisbee, property owners of 16925 47th Avenue North, Plymouth, have requested approval of an encroachment agreement to allow a fence within the city's drainage and utility easement areas. The owners propose constructing a fence along portions of the subject property's side lot lines and rear lot line that encroach on the city's drainage and utility easement areas. The proposed fence location is shown on the attached exhibit. City staff has reviewed the agreement and has no objections. Per the attached encroachment agreement, the property owners will be responsible for maintaining the fence, and if required by the city in the future, remove the fence to the extent it impacts the easement areas at the owners' expense.

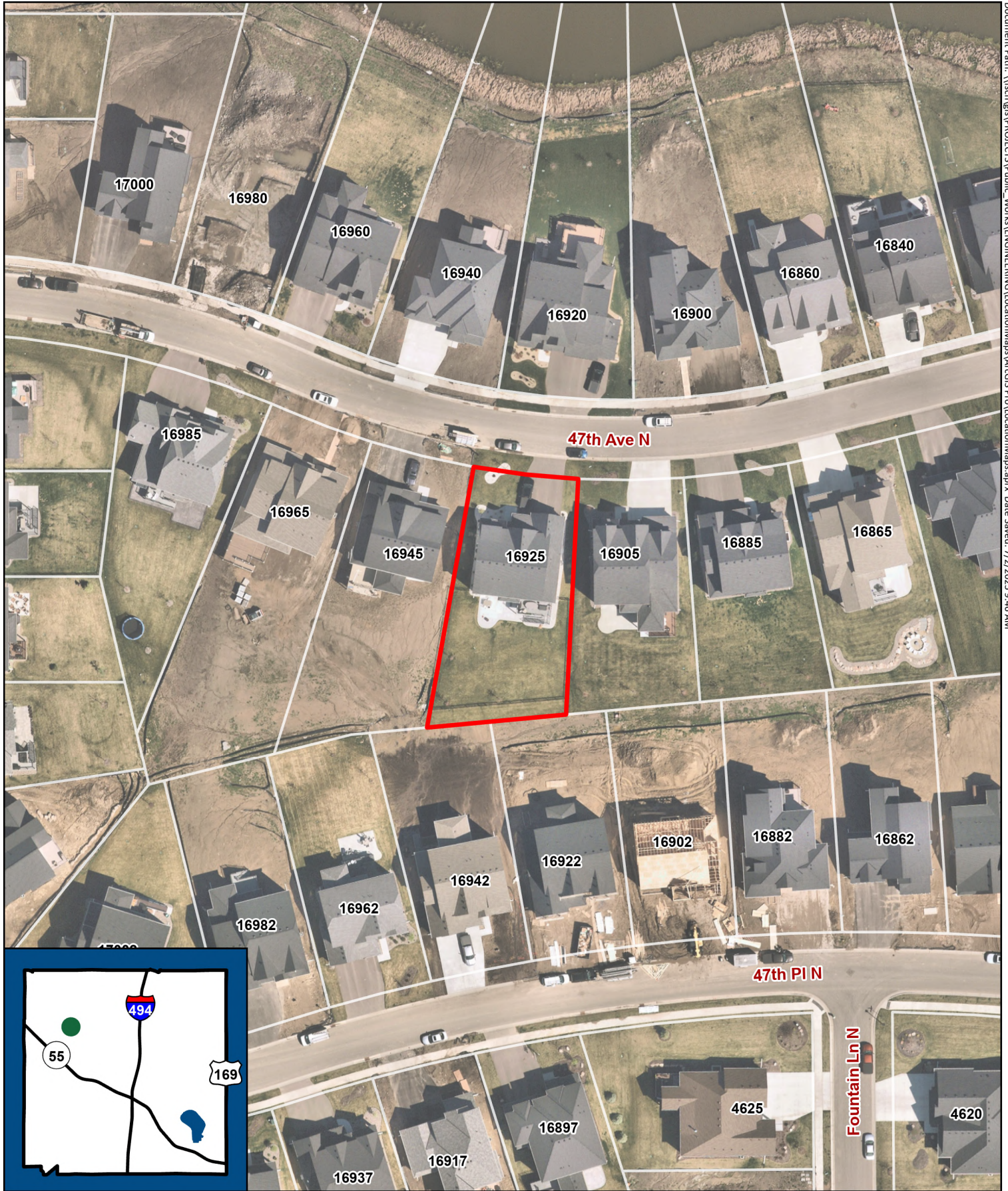
3. Budget Impact:

The \$300 fee was paid by the petitioner to cover the city's cost of administration of the agreement.

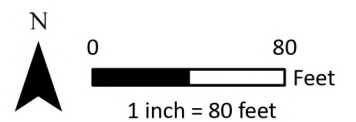
4. Attachments:

1. Location Map
2. Survey
3. Encroachment Agreement

4. City Council Resolution 2025-196

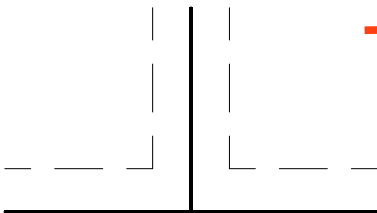


16925 47th Avenue North
Encroachment Agreement Location Map
Plymouth City Council July 22, 2025



SURVEY LEGEND

- STORM DRAIN
- CATCH BASIN
- GATE VALVE
- HYDRANT
- IRON PIPE SET
- IRON PIPE FOUND
- SANITARY MANHOLE
- GROUND ELEVATION
- PROPOSED ELEVATION
- WETLAND BUFFER POST
- HAND HOLE
- ELECTRIC TRANSFORMER
- TELEPHONE PEDESTAL
- UTILITY PEDESTAL
- SEWER SERVICE ELEVATION
- EXISTING TREE
- PROPOSED TREE
- PROPOSED TREE
- BITUMINOUS
- CONCRETE
- CONTOUR PROPOSED
- CONTOUR EXISTING
- DRAINAGE ARROW
- CONCRETE CURB
- SANITARY SEWER
- STORM SEWER
- WATERMAIN
- PROPOSED SILT FENCE
- DRAIN TILE
- FENCE
- BUILDING SETBACK LINE



Setbacks

Min. Street Setback = 25'
Min. Side Setback = 8'
Min. Rear Setback = 25'

Development Plan Data - WO

Garage Floor Elevation
Top of Foundation Elevation
Basement Floor Elevation

Proposed Elevations - WO

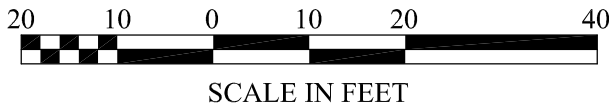
Proposed Garage Floor Elevation
Proposed Top of Foundation Elevation
Proposed Basement Floor Elevation

Property Description: Lot 25, Block 2, HOLLYDALE, according to the recorded plat thereof, Hennepin County, Minnesota.

- Address: 16925 47th Avenue North, Plymouth, Minnesota 55446.
- We have shown the location of utilities on the surveyed property by observed evidence only and by available plans. Please note that we have not placed a Gopher State One Call for this survey. There may or may not be underground utilities in the mapped area, therefore extreme caution must be exercise before any excavation takes place on or near this site. Also, please note that seasonal conditions may inhibit our ability to visibly observe all the utilities located on the subject property. Before digging, you are required by law to notify Gopher State One Call at least 48 hours in advance at 651/454-0002. The contractor shall determine the exact location of any and all existing utilities before commencing work and is responsible for any and all damages arising out of his failure to exactly locate and preserve any and all existing utilities.
- Must maintain a minimum 2% slope gradient to accommodate positive drainage.
- All set offset irons are measured to hundredths of a foot and can be used as benchmarks.
- The proposed driveway shown is conceptual only and does not purport to show exactly how the driveway shall be built.
- A title opinion was not furnished to the surveyor as part of this survey. Only easements per the recorded plat are shown unless otherwise denoted hereon.
- Proposed grades shown adjacent to building foundation refers to top of black dirt.
- Verify sanitary service invert prior to any concrete work.
- Benchmark: TNH @ 47th Avenur N. & Garland Lane N., Northwest Corner = 1006.80 Feet

Offset Irons

(elevations are to the top of pipe)
OS #1= 994.12 OS #2= 994.50
OS #4= 987.74 OS #3= 987.73

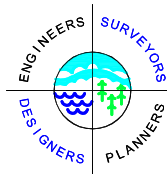


I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 21st day of July, 2022.

Daniel L. Schmidt

Daniel L. Schmidt, PLS Minnesota License No. 26147
schmidt@sathre.com



SATHRE-BERGQUIST, INC.
14000 25th Avenue North, Suite 120, Plymouth MN. 55447
(952) 476-6000

Section 8 - Township 118 - Range 22
CERTIFICATE OF SURVEY
PREPARED FOR
HANSON BUILDERS

JOB #: 3279-1342
FIELD CREW: DR
DRAWN BY: ML
CHECKED BY: DLS
DATE: 04-07-22

REVISIONS
HOUSE STAKED IN FIELD 08/04/22 ML

ENCROACHMENT AGREEMENT

AGREEMENT made this _____ day of _____, 2025, by and between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation (“City”), and **EVAN BISBEE AND TRISTIN BISBEE**, (“Owner”).

1. **BACKGROUND.** Owner is the fee owner of certain real property located in the City of Plymouth, County of Hennepin, State of Minnesota, legally described as follows:

Parcel ID No. 08-118-22-31-0036
Lot 25, Block 2, Hollydale, according
to the recorded plat thereof, Hennepin County, Minnesota
(*Abstract Property*)

having a street address of 16925 47th Avenue North, Plymouth, Minnesota (“Subject Property”). The City owns easements for drainage and utility purposes over portions of the Subject Property. The Owner intends to construct a fence on the east, south, and west sides of the Subject Property as depicted on the attached survey sketch. The proposed fence encroaches on the City’s easement areas.

2. **ENCROACHMENT AUTHORIZATION.** The City hereby approves the encroachment in its easement areas on the Subject Property for the construction of a fence as depicted on the attached survey sketch subject to the conditions set forth in this Agreement. The City shall have no responsibility to maintain or repair the fence located within the City’s easements. The fence located within the City’s easement areas 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 fence will be constructed consistent with all applicable federal, state and local laws and regulations. The Owner is fully responsible and liable for any and all damage

caused to the fence because of its placement in the City's easement areas. The Owner of the Subject Property will own and maintain the fence.

3. HOLD HARMLESS AND INDEMNITY. In consideration of being allowed to encroach in the City's easement areas, Owner, 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 fence 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 fence 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 fence to 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]

PROPERTY OWNER:

Evan Bisbee
Evan Bisbee

AND Tristin Bisbee
Tristin Bisbee

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 9th day of
July, 2025, by Evan Bisbee and Tristin Bisbee, Owner.

Natalie Jo Dorcy
NOTARY PUBLIC



DRAFTED BY:
City Engineer
City of Plymouth
3400 Plymouth Blvd.
Plymouth, MN 55447

SEE ATTACHED SURVEY SKETCH

SURVEY LEGEND

- STORM DRAIN
- CATCH BASIN
- GATE VALVE
- HYDRANT
- IRON PIPE SET
- IRON PIPE FOUND
- SANITARY MANHOLE
- GROUND ELEVATION
- PROPOSED ELEVATION
- WETLAND BUFFER POST
- HAND HOLE
- ELECTRIC TRANSFORMER
- TELEPHONE PEDESTAL
- UTILITY PEDESTAL
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- PROPOSED SILT FENCE
- DRAIN TILE
- FENCE
- BUILDING SETBACK LINE



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN
HEREON FROM RECORDED PLAT AND
LABELED AS SHOWN

Setbacks

Min. Street Setback = 25'
Min. Side Setback = 8'
Min. Rear Setback = 25'

Development Plan Data - WO

Garage Floor Elevation
Top of Foundation Elevation
Basement Floor Elevation

Proposed Elevations - WO

Proposed Garage Floor Elevation
Proposed Top of Foundation Elevation
Proposed Basement Floor Elevation

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- Address: 16925 47th Avenue North, Plymouth, Minnesota 55446.
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Offset Irons
(elevations are to the top of pipe)
OS #1= 994.12 OS #2= 994.50
OS #4= 987.74 OS #3= 987.73

20 10 0 10 20 40
SCALE IN 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.

Dated this 21st day of July, 2022.

Daniel L. Schmidt

Daniel L. Schmidt, PLS
schmidt@sathre.com

Minnesota License No. 26147



SATHRE-BERGQUIST, INC.
14000 25th Avenue North, Suite 120, Plymouth MN. 55447
(952) 476-6000

Section 8 - Township 118 - Range 22
CERTIFICATE OF SURVEY
PREPARED FOR
HANSON BUILDERS

JOB #: 3279-1342
FIELD CREW: DR
DRAWN BY: ML
CHECKED BY: DLS
DATE: 04-07-22

REVISIONS
HOUSE STAKED IN FIELD 08/04/22 ML

CITY OF PLYMOUTH

RESOLUTION No. 2025-196

RESOLUTION APPROVING AN ENCROACHMENT AGREEMENT FOR A FENCE ON PROPERTY LOCATED AT 16925 47TH AVENUE NORTH

WHEREAS, Evan Bisbee and Tristin Bisbee, the property owners, requested the city to approve an encroachment agreement allowing a fence within drainage and utility easement areas at 16925 47th Avenue North; and

WHEREAS, the encroachment agreement permits only the fence 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: Lot 25, Block 2, Hollydale.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the encroachment agreement allowing a fence within drainage and utility easement areas at 16925 47th Avenue North is approved.

APPROVED by the City Council on this 22nd day of July, 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 July 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: MK Anderson, Environmental Stewardship Coordinator

Reviewed by: Michael Thompson, Public Works Director

Item: **Approve Grant Agreement with the State of Minnesota for a Climate Action Plan**

1. Action Requested:

Adopt attached resolution approving grant agreement with the State of Minnesota for a Climate Action Plan.

2. Background:

As part of the City Council's strategic priority of Environmental Stewardship, the development of a Climate Action Plan has been identified as a key initiative. To support this effort, the city has been awarded a \$49,000 grant through the Minnesota Pollution Control Agency's (MPCA) Local Climate Action Planning Grants Program. Established by the Minnesota Legislature in 2023, this program helps communities across the state reduce greenhouse gas emissions and prepare for the impacts of climate change. The Plymouth-specific Climate Action Plan will include baseline assessments and will be shaped through extensive community engagement, such as a public kick-off event, community meetings and listening sessions, surveys, flash votes, and a community-member steering committee.

The attached agreement with the State of Minnesota, through the MPCA, allows the city to receive reimbursement for up to \$49,000 in eligible costs associated with the development of the Climate Action Plan.

3. Budget Impact:

The grant agreement allows the city to be reimbursed for up to \$49,000 in costs for the development of a Climate Action Plan. The city is required to provide \$35,126.85 in

matching funds.

4. Attachments:

1. Draft Grant Agreement
2. City Council Resolution 2025-197

This grant agreement is between the state of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155-4194 ("MPCA" or "State"), and **City of Plymouth**, 3400 Plymouth Blvd, Plymouth, MN 55447 ("Grantee").

Recitals

1. Under Minn. Stat. § 116.03, subd. 2, the State is empowered to enter into this grant.
2. The State is in need of the **Climate Action Plan** (project).
3. Grantee will comply with required grants management policies and procedures set forth through [Minn. Stat. § 16B.97](#), subd. 4(a)(1).
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to [Minn. Stat. § 16B.98](#), subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. Term of Grant Agreement

- 1.1 **Effective date: June 16, 2025** Per [Minn. Stat. § 16B.98](#), subd. 5, the Grantee must not begin work until this grant contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn. Stat. § 16B.98](#), subd. 7, no payments will be made to the Grantee until this grant agreement is fully executed.
- 1.2 **Expiration date: June 30, 2026** or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of terms.** The following clauses survive the expiration or cancellation of this grant agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2. Grantee's duties

The Grantee, who is not a state employee, will perform the duties specified in **Attachment A**, which is attached and incorporated into this grant agreement.

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. Consideration and payment

- 4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as follows:
 - (a) **Compensation.** The Grantee will be paid according to the breakdown of costs contained in **Attachment A**, which is attached and incorporated into this grant agreement. Grantee certifies they will provide no less than 50% (fifty percent) of the total grant amount as cash match for a local jurisdiction whose population equals or exceeds 20,000; OR no less than 5% (five percent) of the total grant amount as cash match or in-kind services for a local jurisdiction whose population is under 20,000.

- (b) **Travel expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement will not exceed the amount listed in **Attachment A**, which is attached and incorporated into this grant contract; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (c) **Total obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$49,000.00 (Forty-Nine Thousand Dollars and Zero Cents)**.

4.2 Payment

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices for expenses incurred to-date may be submitted as frequently as monthly. First invoice is encouraged no later than 6 (six) months or midway through the project, whichever comes first. Email updates about the status of the project are required to be provided to the State's Authorized Representative whenever an invoice is submitted to MPCA Accounts Payable. The State's Authorized Representative will not approve an invoice through the state system without this project update. A final invoice for payment of remaining grant funds expended by the project is required to be submitted at the completion of the project after a Grant Project Final Report, in a format provided to the Grantee by the MPCA, has been submitted to the State's Authorized Representative and approved. Payment of the final 10% (ten percent) of grant funds will be held back until the project is completed satisfactorily and all deliverables have been submitted and approved.

Invoices must be emailed to mpca.ap@state.mn.us, and contain the following information:

- Name of Grantee
- Grantee's Authorized Representative
- State's Authorized Representative
- SWIFT Contract No.
- Total amount requested for this invoicing period
- Invoice number
- Invoice date
- Invoicing period (actual working period covered by the invoice)
- Cumulative amount of grant expended to date
- Amount of match expended this invoicing period
- Cumulative amount of match expended to date
- Time and material breakdown for invoicing period:
 - Itemization **by each task worked on that period and for each position that worked on it** showing actual hourly rates, hours worked and total dollar amounts (divided into grant-funded and match); consultant invoices may be requested
 - Receipts for supplies and any other itemized materials costs to be reimbursed with grant funds or counted as match
 - Itemized per diem expenses, stipends or similar; receipts may be requested to be submitted with invoice
- Other items as requested

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at

651-757-2491.

The Grantee shall submit an invoice for the final payment within 15 (fifteen) days of the original or amended end date of this grant agreement. The State reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

- (b) The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 **Contracting and bidding requirements:** Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a) For projects that include construction work and have a total project cost of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§ 177.41](#) through [177.44](#); consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.
- (b) The grantee must not contract with vendors who are suspended or debarred in Minnesota found on the Minnesota Department of Administration website at <https://mn.gov/admin/osp/government/suspended-debarred/>.

5. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

The State's Authorized Representative is **Liz Wiese**, 7678 College Road, Ste 105, Baxter, MN 56425, 651-757-2072, liz.wiese@state.mn.us, or their successor, and has the authority to monitor the Grantee's performance and to accept the services provided under this agreement.

The Grantee's Authorized Representative is **MK Anderson**, 3400 Plymouth Blvd, Plymouth, MN 55447, 763-509-5542, mkanderson@plymouthmn.gov, or their successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7. Assignment, Amendments, Change Orders, Waiver, and Grant Agreement complete

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 7.3 **Change Orders.** If the State's Project Manager or the Grantee's Authorized Representative identifies a change needed in the workplan and/or budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Agreement, or cause an extension of the term of this Agreement. Major changes require an Amendment rather than a Change Order.

The Change Order Form must be approved and signed by the State's Project Manager and the Grantee's Authorized Representative **in advance of doing the work**. Documented changes will then become an integral and enforceable part of the Agreement. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. The state reserves the right to refuse any Change Order requests.

- 7.4 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.5 **Grant Agreement complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Indemnification

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.

9. 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 State 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.

10. Government data practices and intellectual property

10.1 **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. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 Intellectual property rights

(a) **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 agreement. 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 agreement. Works 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 agreement. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee, at the Grantee's expense, upon the written request of the State, or upon completion, termination, or cancellation of this grant agreement. To the extent possible, those Works eligible for copyright protection under the United States' 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.

(b) Obligations.

(1) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must

promptly furnish the Authorized Representative with complete information and/or disclosure therein.

- (2) **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.
- (3) **License.** The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause 10.2(b)(2). Said license is subject to the State's publicity and acknowledgement requirements set forth in this grant agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.

11. 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.

12. Publicity and endorsement

12.1 Publicity. Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. 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.

12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

13. 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.

14. Termination

14.1 Termination by the State.

(a) Without Cause

The State may terminate this grant contract agreement 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.

(b) With Cause

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, 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 State 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.

14.2 Termination by the Commissioner of Administration

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.

14.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

(a) Funding is withdrawn by the Minnesota Legislature

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15. 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. To protect Grantee's personal data, Grantee is strongly encouraged to obtain and use a Minnesota tax identification number.

16. Reporting requirements

Final Report. By the date specified in the project workplan and in a format provided by the MPCA, the Grantee shall submit a final report to the MPCA, plus all project deliverables identified in the workplan.

If the MPCA determines that the information submitted in the Final Report and/or Project Deliverables is inadequate, the Grantee shall prepare and submit additional/corrected information reasonably requested by the MPCA. The Final Report and Project Deliverables shall not be approved by the MPCA and final payment shall not be disbursed unless the Report and Deliverables contains the specified information to the satisfaction of the MPCA.

Signatures

DRAFT

Project title: Climate Action Plan**1. Project Summary****Organization:** City of Plymouth (the City)**Contractor contact name:** MK Anderson**Title:** Environmental Stewardship Coordinator**Address:** 3400 Plymouth Blvd
Plymouth, MN 55447**Phone:** 763-509-5542**Email:** mkanderson@plymouthmn.gov**Minnesota Pollution Control Agency (MPCA) contact:****MPCA project manager:** Liz Wiese**Title:** State Program Administrator**Address:** 7678 College Road, Ste 105
Baxter, MN 56425**Phone:** 651-757-2072**Email:** liz.wiese@state.mn.us**Project description**

The City is seeking funding to develop a Climate Action Plan so that the City's residents can live longer, happier, more connected lives.

Like many other communities in Minnesota, the City is experiencing the effects of climate change. Warmer temperatures, less winter ice coverage, stronger and more frequent storms, and droughts are impacting our community. We understand that it is our responsibility to reduce our emissions and adapt in a way that protects our most vulnerable residents.

Our Climate Action Plan will focus on reducing the City's greenhouse gas emissions and helping the community prepare for climate challenges. It will guide the City's actions for the next ten years. This timeframe aligns with potential federal incentives and encompasses the most critical deadline to reduce emissions, 2030. Residents will help design the plan through surveys, flash votes, community engagement sessions, and a steering committee, giving everyone a voice in the decisions.

The plan will include:

- Current environmental conditions
- Projected climate hazards and their impact on our most vulnerable residents, built infrastructure, and natural systems
- Specific strategies and actions to meet our goals
- An Implementation Plan

Goals:

- Create a roadmap to lower emissions and adapt to climate challenges.
- Bring the community together to co-design the plan.
- Build a more resilient and prepared community.
- Improve quality of life for all who live work and play in Plymouth.

Project deliverables:

Climate Action Plan, Greenhouse Gas Inventory, Climate Vulnerability Studies

Workplan:

Task 1 of 9: Conduct Baseline Assessments

Subtask 1a: Collaborate with Pale Blue Dot

Brief description of activities involved: Receive and sign contract, complete questionnaire and provide necessary data, paleBLUEDot develops climate vulnerability studies and greenhouse gas inventory, review and receive presentation of baseline assessments from paleBLUEDot

Task 2 of 9: Form Steering Committees

Subtask 2a: Host Internal Staff Steering Committee kick-off meeting

Brief description of activities involved: Plan meeting, Host meeting, send follow-up summary

Subtask 2b: Assemble Community Steering Committee

Brief description of activities involved: Develop and advertise interest form, conduct targeted community outreach, review interest form submissions and identify members, and notify members.

Task 3 of 9: Select Climate Action Plan Consultant

Subtask 3a: Develop and Post Request for Proposal (RFP)

Brief description of activities involved: Draft and finalize RFP, post RFP, review applications, and award contract

Task 4 of 9: Develop Communications Campaign

Subtask 5a: Spread Awareness and Gather Feedback

Brief description of activities involved: Create outreach materials (social media posts, newsletters, press releases), translate materials, and distribute via multiple platforms

Task 5 of 9: Launch Community Engagement Initiatives

Subtask 5a: Conduct Surveys and Flash Votes

Brief description of activities involved: Develop and translate questions for Survey #1 and Flash Vote # One (1), post survey on the website, create Quick Response (QR) code, distribute Flash Vote, and track and analyze responses

Subtask 5b: Host Community Engagement Events

Brief description of activities involved: Develop and translate materials for outreach and events, secure

location and translation services, host events including twelve community engagement events (three (3) stages, four (4) community engagement sessions per stage) and a kick-off event, and gather feedback, insights, and concerns.

Subtask 5c: Conduct Targeted Outreach

Brief description of activities involved: Update and utilize community contact list, conduct relationship-building meetings with underrepresented groups, engage youths through school assemblies and clubs

Task 6 of 9: Create and Present the Climate Action Plan

Subtask 6a: Draft Plan Development

Brief description of activities involved: Work with consultant to create the first draft of the Climate Action Plan, and review and edit the draft.

Subtask 6b: Present Draft to Stakeholders

Brief description of activities involved: Share draft with internal staff steering committee, community steering committee, Environmental Quality Committee, and City Council, share draft with the community via four community engagement sessions, gather feedback, launch survey # two (2) and Flash Vote # two (2)

Subtask 6c: Finalize Plan

Brief description of activities involved: Incorporate feedback and create the final plan, present the final plan to steering committees, the community via four community engagement meetings, and to the Environmental Quality Commission and Council for adoption.

Task 7 of 9: Publish and Implement Plan

Subtask 7a: Launch Final Plan

Brief description of activities involved: Publish the Climate Action Plan to the city website, collaborate with IT and communications to create a progress tracking dashboard

Task 8 of 9: Host Debrief Meetings

Subtask 8a: Review and Process Outcomes

Brief description of activities involved: Host debrief meetings with paleBLUeDot, consultant, and steering committees, publish follow-up survey for all who attended community events and/or responded to previous surveys or Flash Votes, and gather insights to inform future projects.

Task 9 of 9: Final Report and Project Deliverables

Subtask 9a: Submit Grant Final Report

Brief description of activities involved: The grantee will provide a final grant project report using the MPCA template approximately one month prior to the end of the grant agreement of June 30, 2026, or at completion of the project, whichever occurs first. The grantee will respond promptly to any requests by the MPCA authorized representative for additional information and/or corrections to the report.

Subtask 9b: Submit Project Deliverables

Brief description of activities involved: The grantee will provide electronic files of all project deliverables to the MPCA authorized representative one month prior to the end of the grant agreement of June 30, 2026, or at the completion of the project, whichever occurs first.

2. Budget

Cost category	Grant funds	Budgeted cash match	Budgeted in-kind match	Total budget
Task 1: Conduct Baseline Assessments			\$1,410.00	\$1,410.00
Task 2: Form Steering Committees	\$633.34	\$316.67	\$6,402.00	\$7,352.01
Task 3: Select Climate Action Plan Consultant			\$1,880.00	\$1,880.00
Task 4: Develop Communications Campaign	\$3,702.00	\$1,857.00	\$5,452.00	\$11,011.00
Task 5: Launch Community Engagement Initiatives	\$7,877.00	\$1,855.34	\$4,747.00	\$14,479.34
Task 6: Create and Present the Climate Action Plan	\$24,864.32	\$25,136.18	\$9,400.00	\$59,400.50
Task 7: Publish and Implement Plan			\$197.00	\$197.00
Task 8: Host Debrief Meetings	\$106.67	\$53.33	\$376.00	\$536.00
Task 9: Final Report and Deliverables			\$470.00	\$470.00
PaleBLUEDot	\$11,816.67	\$5,908.33		\$17,725.00
Project Totals (not to exceed)	\$49,000.00	\$35,126.85	\$30,334.00	\$114,460.85

CITY OF PLYMOUTH

RESOLUTION No. 2025-197

RESOLUTION APPROVING GRANT AGREEMENT WITH THE STATE OF MINNESOTA FOR A CLIMATE ACTION PLAN

WHEREAS, the Climate Action Plan is a strategy under the council's strategic priority of Environmental Stewardship; and

WHEREAS, the City of Plymouth has applied to the Minnesota Pollution Control Agency (MPCA) for a grant from the Local Climate Action Planning Grant program; and

WHEREAS, the MPCA has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$49,000; and

WHEREAS, a Grant Agreement between the State of Minnesota and the city is necessary to utilize the grant funds for the project.

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

1. The Grant Agreement (SWIFT No. 269398) between the State of Minnesota, Minnesota Pollution Control Agency and the City of Plymouth is approved.
2. The Public Works Director, or designee, is authorized and directed to finalize the terms of the Grant Agreement with the State of Minnesota.
3. The Mayor and City Manager are authorized and directed to execute said grant agreement and any amendments to the agreement.

APPROVED by the City Council on this 22nd day of July, 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 July 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
_____, _____.

City Clerk

To: Dave Callister, City Manager

Prepared by: Jodi Gallup, City Clerk

Reviewed by: Maria Solano, Deputy City Manager

Item: **Approve National League of Cities (NLC) City Summit
Conference travel request**

1. Action Requested:

Approve request for Council Member Pointner to attend the NLC City Summit Conference.

2. Background:

Per policy, the mayor and council members should have travel events approved in advance by a vote of the City Council at an open meeting including an estimated cost of the travel. Council Member Pointner has requested to attend the NLC City Summit Conference in Salt Lake City, Utah from November 20-22.

The City Summit is where local leaders connect, learn and engage with experts and their peers.

3. Budget Impact:

The breakdown of approximate conference costs:

- Conference registration: \$880
- Hotel rates: 4 nights: \$1,036
- Round trip airfare: \$500
- Meals (Per Diem) total: \$294

The total cost associated with attending this conference is approximately \$2,710. There are no funds left in the council training budget for the year, so the expenses would be paid for using contingency funds.

4. Attachments:

1. City Council Resolution 2025-198

CITY OF PLYMOUTH

RESOLUTION No. 2025-198

RESOLUTION APPROVING NATIONAL LEAGUE OF CITIES CITY SUMMIT TRAVEL REQUEST

WHEREAS, per the Expense Reimbursement and Travel Policy, the mayor and council members should have out of area travel events approved by a vote of the City Council at an open meeting; and

WHEREAS, Council Member Pointner has requested to attend the National League of Cities (NLC) City Summit in Salt Lake City, Utah from November 20-22; and

WHEREAS, the City Summit is where local leaders connect, learn and engage with experts and their peers; and

WHEREAS, the conference expenses would be paid for using contingency funds.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the NLC City Summit travel request is approved.

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

To: Dave Callister, City Manager

Prepared by: Andrea Rich, Finance Director

Reviewed by: Maria Solano, Deputy City Manager

Item: **Adopt Reimbursement Resolution**

1. Action Requested:

Approve resolution authorizing Finance Director to make periodic declarations of intent to reimburse expenditures from Bonds.

2. Background:

Internal Revenue Service (IRS) regulations require that a city (as the issuer of bonds) make a declaration of intent to reimburse itself out of future bond proceeds for expenditures incurred prior to the debt issuance. This resolution gives the authority to the Finance Director to make the declaration, which shall include a description of the project and the maximum principal amount of bonding expected.

3. Budget Impact:

As the city explores projects (e.g., local sales tax projects, Station 73, etc.) and incurs costs, such declaration insures that the city could be reimbursed by future bond proceeds. Without reimbursement, the city would need alternate funding sources.

4. Attachments:

1. Taft Memo
2. City Council Resolution 2025-199

MEMORANDUM

TO: Andrea Rich, Finance Director
Dave Callister, City Manager

FROM: Mary Ippel

DATE: July 7, 2025

RE: REIMBURSEMENT RESOLUTION

Enclosed is a resolution for consideration by the City Council at an upcoming council meeting. The Resolution authorizes the Finance Director to make periodic declarations of intent to reimburse expenditures from Bonds (the "Declaration," which is in the form attached as Exhibit A to the Resolution). On the date that the Resolution is adopted, leave Exhibit A to the Resolution blank. The Declaration is to be filled out as a stand-alone form by the Finance Director, in the future, each time that the City intends to reimburse itself with the proceeds of Bonds.

Each time the Finance Director executes a Declaration, the following general requirements of the tax regulations relating to reimbursing expenditures apply:

1. The Declaration must be made no later than sixty days after payment of project costs;
2. The Declaration must contain (a) a reasonable description of the project and (b) the maximum principal amount of bonds expected to be issued for the project. You will need to fill in a description for the project in paragraph two and a dollar amount in paragraph three of the Declaration; and
3. For Issuers that do not meet the exceptions outlined below, the bonds must be issued within 18 months after the later of (a) the date the original expenditure is paid or (b) the date the project is placed in service or abandoned, but in no event more than three years after the payment of the original expenditure.

The exceptions to the general time limit listed in paragraph three above are as follows:

- a) For Issuers qualifying as small issuers by reason of issuing (together with all subordinate entities thereof, and all entities treated as one with the Issuer) less than \$5,000,000 of tax-exempt governmental obligations during the calendar year, the bonds

must be issued within the later of three years after (a) the date the original expenditure is paid or (b) the date the project is placed in service or abandoned.

b) For construction projects for which both the Issuer and a licensed architect or engineer certify that at least five years is necessary to complete construction of the project, the bonds must be issued within 18 months after the later of (a) the date the original expenditure is paid or (b) the date the project is placed in service or abandoned, but not more than five years after the payment of the original expenditure.

A Declaration is not required for preliminary and engineering costs as long as those costs do not exceed twenty percent of the bonds.

- a) Preliminary expenditures include architectural, engineering surveying, soil testing, and similar costs that are incurred prior to commencement of construction, rehabilitation or acquisition of a project. Preliminary costs do not
- b) include land acquisition, site preparation, and similar costs incident to the commencement of construction. Preliminary expenditures, however, cannot exceed 20% of the issue price of the related reimbursement bond issue.
- c) Costs in an amount not exceeding the lesser of \$100,000 or 5% of the proceeds of the issue are considered 'de minimis'."

If you have any questions, please call me.

CITY OF PLYMOUTH

RESOLUTION No. 2025-199

RESOLUTION ESTABLISHING PROCEDURES RELATING TO COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE

WHEREAS, the Internal Revenue Service has issued Treasury Regulations, Section 1.150-2 (as the same may be amended or supplemented, the "Regulations"), dealing with "reimbursement bond" proceeds, being proceeds of bonds used to reimburse the City for any project expenditure paid by the City prior to the time of the issuance of those bonds.

WHEREAS, the Regulations generally require that the City (as the issuer of or the primary obligor under the bonds) make a declaration of intent to reimburse itself for such prior expenditures out of the proceeds of subsequently issued bonds, that such declaration be made not later than 60 days after the expenditure is actually paid, and that the bonding occur and the written reimbursement allocation be made from the proceeds of such bonds within 18 months after the later of (1) the date of payment of the expenditure or (2) the date the project is placed in service (but in no event more than 3 years after actual payment).

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Plymouth, as follows:

- (1) Official Intent Declaration. The Regulations, in the situations in which they apply, require the City to have declared an official intent (the "Declaration") to reimburse itself for previously paid project expenditures out of the proceeds of subsequently issued bonds. The Council hereby authorizes the Finance Director to make the City's Declarations or to delegate from time to time that responsibility to other appropriate City employees. Each Declaration shall comply with the requirements of the Regulations, including without limitation the following:
 - (a) Each Declaration shall be made not later than 60 days after payment of the applicable project cost and shall state that the City reasonably expects to reimburse itself for the expenditure out of the proceeds of a bond issue or similar borrowing. Each Declaration may be made substantially in the form of the Exhibit A which is attached to and made a part of this Resolution, or in any other format which may at the time comply with the Regulations.
 - (b) Each Declaration shall (1) contain a reasonably accurate description of the "project," as defined in the Regulations (which may include the property or program to be financed, as applicable), to which the expenditure relates and (2) state the maximum principal amount of bonding expected to be issued for that project.
 - (c) Care shall be taken so that the City, or its authorized representatives under this Resolution, not make Declarations in cases where the City doesn't reasonably expect that reimbursement bonds will be issued to finance the subject project costs, and the City officials are hereby authorized to consult with bond counsel to the City concerning the requirements of the Regulations and their application in particular circumstances.
 - (d) The Council shall be advised from time to time on the desirability and timing of the issuance of reimbursement bonds relating to project expenditures for which the City has made Declarations.
- (2) Reimbursement Allocations. If the City is acting as the issuer of the reimbursement bonds, the designated City officials shall also be responsible for making the "reimbursement allocations"

described in the Regulations, being generally written allocations that evidence the City's use of the applicable bond proceeds to reimburse the original expenditures.

- (3) Effect. This Resolution shall amend and supplement all prior resolutions and/or procedures adopted by the City for compliance with the Regulations (or their predecessor versions), and, henceforth, in the event of any inconsistency, the provisions of this Resolution shall apply and govern.
- (4) Effective Date. This resolution is effective upon the date of its approval.

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

EXHIBIT A

DECLARATION OF OFFICIAL INTENT

The undersigned, being the duly appointed and acting Finance Director of the City of Plymouth, Minnesota (the "City"), pursuant to and for purposes of compliance with Treasury Regulations, Section 1.150-2 (the "Regulations"), under the Internal Revenue Code of 1986, as amended, hereby states and certifies on behalf of the City as follows:

- (1) The undersigned has been and is on the date hereof duly authorized by the City Council of the City to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the City.
- (2) This Declaration relates to the following project, property or program (the "Project") and the costs thereof to be financed:
- (3) The City reasonably expects to reimburse itself for the payment of certain costs of the Project out of the proceeds of a bond issue or similar borrowing (the "Bonds") to be issued after the date of payment of such costs. As of the date hereof, the City reasonably expects that \$_____ is the maximum principal amount of the Bonds which will be issued to finance the Project.
- (4) Each expenditure to be reimbursed from the Bonds is or will be a capital expenditure or a cost of issuance, or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Regulations.
- (5) As of the date hereof, the statements and expectations contained in this Declaration are believed to be reasonable and accurate.

Dated: _____, 20__.

Finance Director
City of Plymouth, Minnesota

To: Dave Callister, City Manager

Prepared by: Amy Hanson, Facilities and Fleet Manager

Reviewed by: Michael Thompson, Public Works Director

Item: **Award contract for Plymouth City Hall plaza repair**

1. Action Requested:

Adopt attached resolution awarding contract for plaza repair at city hall.

2. Background:

Repairs to the City Hall plaza and Public Safety garage structural walls and flashing are necessary due to ongoing deterioration and water intrusion. This work is identified within the approved Capital Improvement Plan.

In late summer 2023, the staff began working with the consultant, Lerch Bates, to investigate issues affecting the underground parking garage. Following an initial assessment, Lerch Bates submitted an observation report to the city in November 2023. Based on their findings, they recommended intrusive testing to confirm the extent of the damage and to verify the completeness of the original construction documents from 2004.

In September 2024, contractors conducted destructive testing along and beneath the plaza on the east side of the garage structure and at the Public Safety building stairwell. The testing revealed multiple deficiencies, including failed or missing waterproofing and through-wall flashing systems.

In April 2025, Lerch Bates began preparing design and construction documents to address these deficiencies. The proposed repairs aim to restore the integrity of the structural walls and prevent further water intrusion into the garage and stairwell.

The project was issued for public bid on June 10, 2025, with a submission deadline of July 15. Two bids were received. Lerch Bates reviewed the low bid and found that the

bid was complete and there were no concerns with the responsible bidder evaluation. The recommended award is for the base bid of \$400,315 to American Masonry Restoration.

3. Budget Impact:

The total cost of the project is \$463,010, which includes the base bid for plaza and stairwell repairs (\$400,315), construction administration and oversight provided by Lerch Bates (\$42,680) and contingency (\$20,015). The project is funded by the Facilities Fund.

4. Attachments:

1. Observation Report
2. Destructive Test Report
3. Bid Tabulation
4. Consultant Recommendation
5. City Council Resolution 2025-200

Observation Report

DATE: NOVEMBER 17, 2023

TO: MS. AMY E. HANSON
FLEET AND FACILITIES MANAGER
CITY OF PLYMOUTH

FROM: ANDREW ATKINS, P.E. – CONSULTANT II
TOR OKSNEVAD, P.E. - DIRECTOR

SUBJECT: PLYMOUTH CITY HALL – PARKING GARAGE ASSESSMENT
R0100049785 (305)
FAÇADE ASSESSMENT

Background

The Plymouth City Hall and Public Safety Building is a 3-story structure with attached 1-story parking garage structure on the north side of the building. The parking structure permits surface-level parking above, with access via a security gate at the west end of the building, and covered parking below the framing, with access via garage doors at the east end of the building. See Attachment 'B' for building drawing excerpts and orientation.

The City of Plymouth ("Client") requested that Lerch Bates review the conditions of the structure at the parking garage, as it pertains to structural deterioration, cracks, and water intrusion. In particular, the Client had three areas of concern:

- Near northeast corner, significant water intrusion near soffit-mounted space heater
- Along/under the patio at east end of garage structure
- At building interface, water intrusion into "Patrol Equipment" room below

Drawings for the building were reviewed in storage and were dated July 2004 by BKV Group of Minneapolis. As part of that project, an addition was added to the west side of the original Public Safety Building, along with the parking garage structure to the north of the building. The lower-level parking was listed as a 53-stall underground garage, and the surface-level parking was listed as "roof top parking" on the drawings with 51-stalls. To the east of the parking area was a green roof, which has since been removed and replaced with a patio, according to the Client.

Observations

This initial assessment was performed by visual observations only; no thermal imaging, destructive or nondestructive testing was performed as part of the initial assessment. Lerch Bates conducted the site visit on Thursday, November 2nd, 2023. In addition to Lerch Bates, John Santor with the City of Plymouth Facilities team was present for the entire duration of the visit.

CONDITION A: PARKING GARAGE

The framing of the structure was precast concrete hollow-core planks spanning in the north/south direction between precast concrete inverted-T beams that spanned east/west between concrete columns spaced 28 feet on center, typically. Minor water staining was observed along the north wall. West of Grid C.9 (see Attachment 'B') there were no reports of water leaks from between planks or at the plank-inverted-T beam joints. Minor longitudinal cracks were present running the length of several of the planks. These typically coincided with beam joints at columns, indicating shrinkage cracks. The most significant crack appeared just to the west of the precast joint along Grid G, extending the full length of the plank.

Water intrusion and efflorescence was significantly more severe at and to the east of Grid C.9, where the previous green roof area (now patio) was present, (in the photos, the beams are painted yellow; see Attachment 'A'). An active leak was observed approximately 12 feet south of the re-entrant corner at Grid Intersection C.9-22. The soffit-mounted heater electrical equipment was covered in plastic in an apparent attempt to protect it from the water. The electrical conduit was severely corroded near the precast joint where water was leaking. Small chunks of concrete appeared to be delaminating from the substrate. A full-length longitudinal crack appeared to run the entire length of the plank along Grid C.9, with efflorescence at the crack; this location corresponds to the CMU/brick partial-height wall and trellis above.

On the topside of the parking structure, the patio was mostly covered with snow and the stamped concrete surface was unable to be directly observed. The joint between the brick and stone at the corner of the wall at Grid Intersection C.9-22 was open, approximately 3/8 inch wide from the underside of the stone cap down to the rock landscaped area. The west side of the CMU appeared weathered and had some hairlines cracks. The east side of the wall (brick) had efflorescence at many of the joints. The pavement at the parking area was covered by snow and ice in some locations, but it was evident that it was in poor condition, with large cracks and spalls in numerous locations. Both the patio area and parking area appeared to have adequate slope to drains and there were no reports of major ponding.

CONDITION B: STAIR 'E' AND PATROL EQUIPMENT ROOM

The service door led out to a paved sidewalk area directly to the west of the stair wall that had experienced water intrusion. The base of the wall-to-sidewalk joint had been caulked and tooled with a light gray sealant, and there was prefinished metal flashing up approximately 4-6 inches from the surface of the sidewalk where it was tied into the brick bed joint. This joint was covered with a dark gray sealant of some type and did not appear to have been tooled. To the west of the service door, there was also sealant at this joint, but there were still evident weeps protruding from the sealant, consistent with Detail 8A/48 from the 2004 BKV drawings (see Attachment 'B'). According to the Client, the top line of dark gray sealant may have been added as part of an effort to address the water intrusion issues into the Patrol Equipment room. To the east of Stair 'E' was

a vertical construction joint where the addition was added onto the original Public Safety building, with a large gap of missing sealant near grade.

The north wall of Stair 'E' consisted of a channel glass frosted window assembly on top of a stone sill and utility brick wall assembly down to the landscaped grass surface. The interior of Stair 'E' showed moderate efflorescence evident at the northeast corner and some evidence of water intrusion (staining) near the northwest corner, washing down the interior of the concrete foundation wall, with the apparent ingress point being the joint between the CMU and the cast-in-place concrete.

At the lower level, water staining was evident inside the Patrol Equipment room, on the surface of the east wall (corresponding to the west wall of Stair 'E'). Mr. Santor indicated that he would frequently have to wipe down the surfaces after heavy rains. There was no evidence of water intrusion between precast plank panels; all the water came between the joint and the wall. No water intrusion was reported at the "Vehicle Supplies" room, directly to the north.

Discussion

CONDITION A: PARKING GARAGE

The parking garage structural drawings indicate an 8" thick plank with tapered concrete topping (up to 3-5/8" thick) with high density insulation and 4" concrete wearing surface. The drawings indicate that the design superimposed live load shall be 50 pounds per square foot (psf) along with an allowance for a snow plow with max axle weight of 7,500 pounds (lbs). This exceeds typical current criteria for parking under current Codes. The architectural drawings further show a weather barrier on top of the plank. Since no leaks have been reported or observed between the joints of the plank west of Grid C.9, it is reasonable to assume that the water barrier is generally intact. The hairline cracks that were observed are evident of thermal expansion/contraction and shrinkage of the concrete. As the planks span in the north/south direction (same direction as the cracks) they are not evident of a structural issue on their own but should be monitored regularly. If cracks get wider, allow water through, or display differential vertical displacement, an engineer should be onsite to evaluate and recommend repairs.

The efflorescence between planks was more pronounced beneath the former green roof—now a patio area. The drawings indicate a water barrier underneath the insulation and green roof; it is possible that this barrier was compromised somehow, or water is circumventing the barrier and getting underneath it. Section 9/A5.3 shows that the masonry walls bear directly on the plank and the water barrier is turned up the sides of the walls and terminated with reglet-mounted counter-flashing. Based on the details and the site observations, the walls are judged to be the source of the water intrusion. The exposed CMU side of the wall shown on details 1/A5.3 and 9/A5.3 have no weather barrier. Water can penetrate into the CMU and drain down through the open cells, bypassing the upturned waterproofing membrane. Similarly, on the brick/stone veneer side the parged CMU is not waterproof and wind-driven rain can also penetrate into the CMU cells on that side. Water may also enter through the stone cap joints if a membrane isn't present.

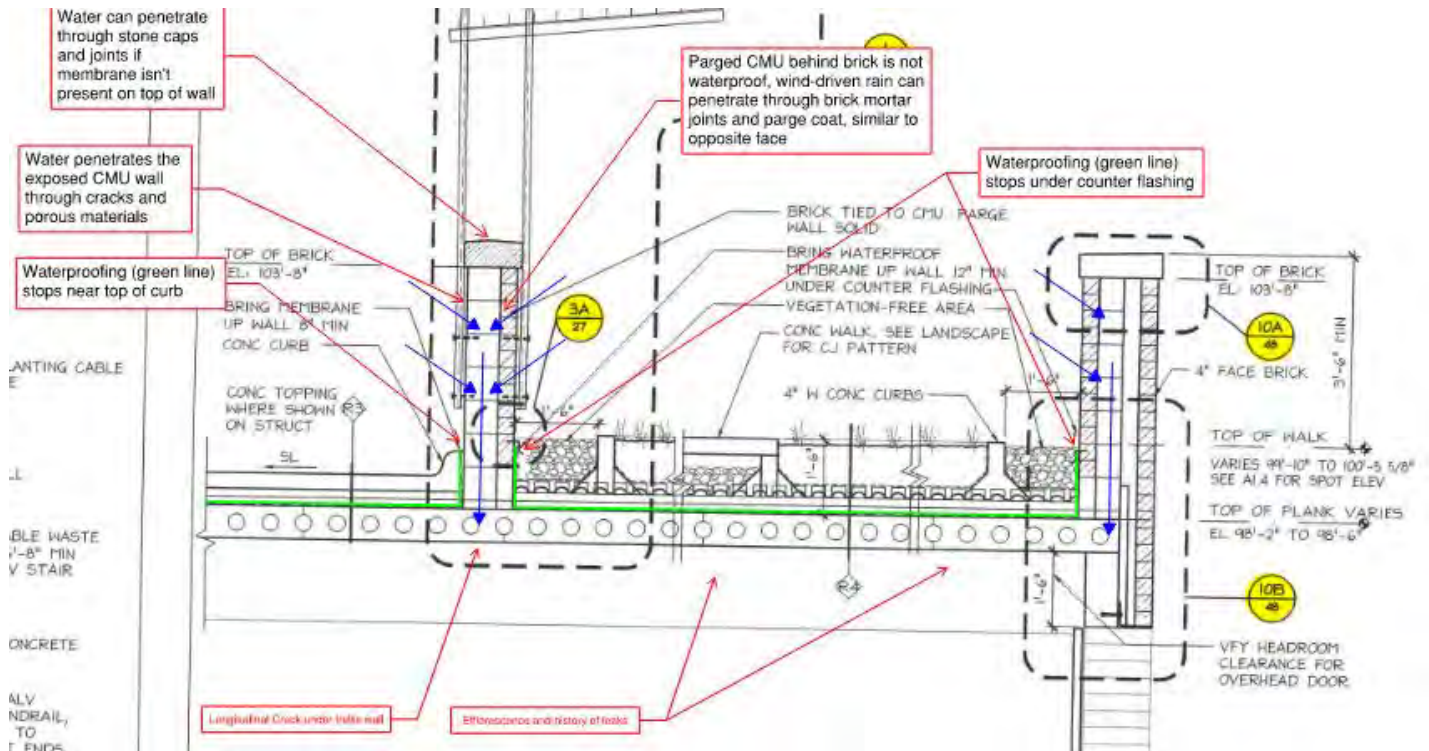


Figure 1: Likely mechanism for water intrusion into garage, beneath patio and trellis wall.

CONDITION B: STAIR 'E' AND PATROL EQUIPMENT ROOM

The drawings do not explicitly call out a detail for the length of wall in question (the west wall of Stair 'E' which is the east wall of the Patrol Equipment Room), although it is reasonable to infer that the design intent was for it to be similar to the section cut directly to the west of the service door (3/A5.1) which had a callout for detail 8A/48 from the Detail Book. A modification of this detail by Lerch Bates is included with the Intrusive Testing Protocol as a reference for the assumed installation of wall assembly components that must be verified directly via Intrusive Testing. If the components (water barrier, thru-wall flashing, etc.) were installed in conformance with Detail 8A/48, the water intrusion would not be so severe; it is likely that some components have failed, were installed incorrectly, or are absent. Refer to illustration below.

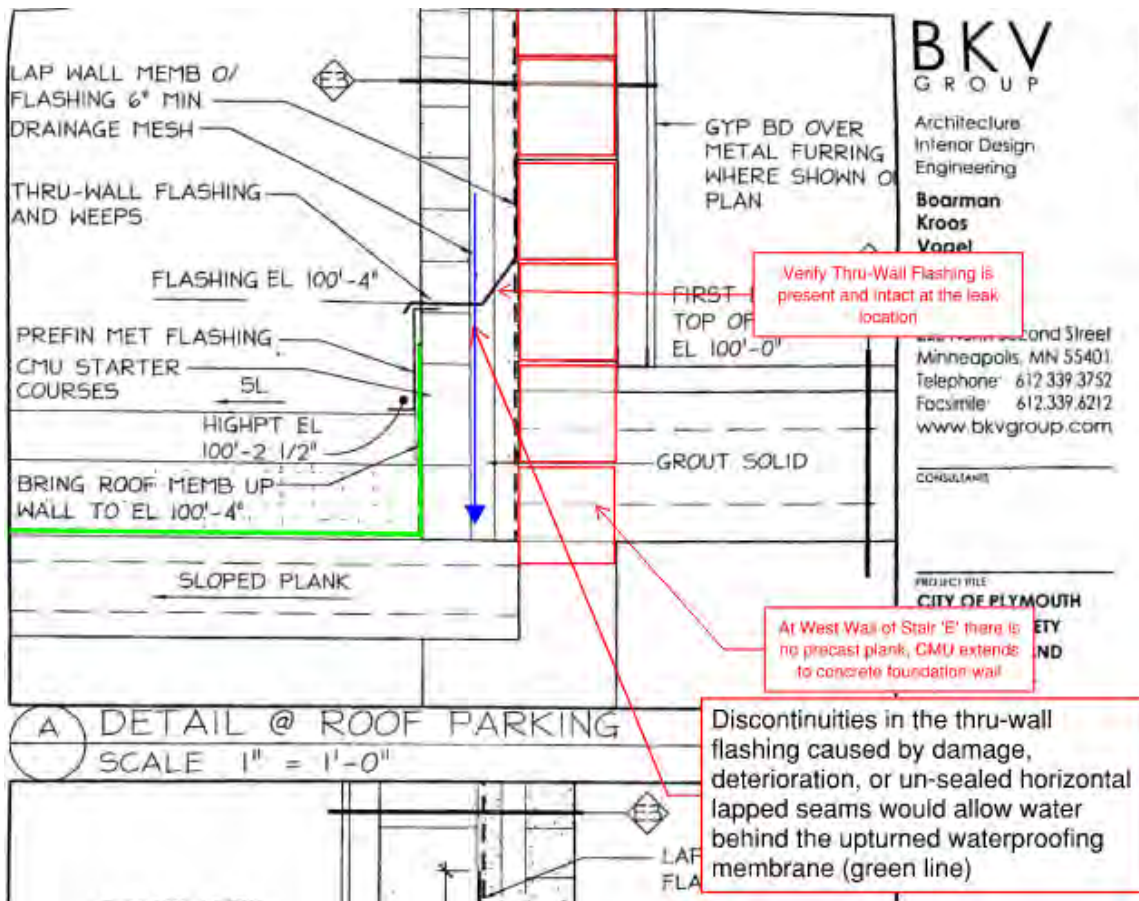


Figure 2: Likely mechanism for water intrusion into Patrol Equipment Room.

The other potential ingress point for water into the Patrol Equipment Room is at the interface between Detail 9B/85 which occurs at the north window sill/wall of Stair 'E' and Detail 8A/48 along the west wall of Stair 'E'. The transition between these two details likely occurred at the west edge of the cast stone sill, and transitions between details are frequent sources of installation errors that result in leaks. Water may enter the wall cavity at open joints/cracks above grade, or at the window/jamb interface, and additionally, water may saturate the grass landscaping and soil. All this water may work its way into the wall assembly and completely circumvent the thru-wall flashing of the west wall at the northwest corner of Stair 'E' and subsequently work its way into the Patrol Equipment Room. This mechanism of water ingress is consistent with the Client reports of water leaks only occurring after heavy or prolonged rain events, because the soil can retain moisture up to a certain point, at which point the water begins entering the building. The presence of a sprinkler head near the wall indicate that this landscaped area is watered frequently and maintains some level of saturated soil moisture content. The water staining and efflorescence at the interior walls of Stair 'E' confirm the wall assembly is susceptible to water intrusion, particularly at the northeast and northwest corners. The construction of the concrete foundation wall ledge along the west wall of Stair 'E' may be the reason the water presents in the Patrol Equipment Room instead of the stair itself.

Water entering the wall assembly at the roof line or substantially higher than first floor is unlikely to be a primary cause of the leak but can't be ruled out as a minor contributor. Any water entering

the wall at any height, will eventually drain downward to the foundation. It is important to note that the cavity wall assembly—as designed—is intended to take on liquid water. These cavity walls are considered “water-managed” systems. It has been well established for decades that brick veneers do not perform well as a water barrier system, so the system of water barrier and thru-wall flashing with weeps is meant to allow the water out. Water enters through cracks in the mortar joints, as well as through the porosity of the bricks themselves. Water that enters the wall is meant to drain down through the air cavity until it encounters thru-wall flashing which will direct it out to exit the wall through the weeps. As such, sealing the weeps along the west wall of Stair ‘E’ may will impact the wall assembly’s ability to drain.

OPINION OF MAINTENANCE QUOTE

The Client was provided with a quote to perform some work on the top side of the garage, including routing and cutting out the worst portions of the pavement, pouring new concrete, sealing joints, and applying a siloxane sealer to the surface. Since the drawings indicate a water barrier membrane underneath the pavement on the top surface of the precast plank, and the field of the membrane is likely performing well (otherwise leaks would be pervasive throughout the garage), this quoted work would not improve the leak conditions observed beneath the patio and at Grid C.9-22. However, the proposed repairs to the concrete pavement remains prudent to repair and prolong the life of the pavement, which is heavily salted each year. The siloxane sealer will have a short effective life-cycle as it will be compromised by UV exposure after a couple seasons.

Recommended Next Steps

Additional Intrusive Testing to confirm analysis from on-site observations and review of the original design drawings:

CONDITION A: PARKING GARAGE

- Removal of cast stone cap along Grid C.9 to verify presence of membrane flashing on top of CMU wall.
- Removal of several brick units (along Grid C.9) to confirm presence and condition of flashing above upturned waterproofing membrane.
- Removal of several stone veneer units along north trellis wall to determine presence and condition of thru-wall flashing above upturn waterproofing membrane
- A test pit near the active leak location (12 feet south of the corner) would be recommended, to remove rock, soil, and pavement, and observe the conditions of the subgrade waterproofing. As the patio is brand new, Lerch Bates understands this intrusive test may not be desirable, but if the above repairs do not solve the water intrusion issues, will be required.
- See Attachment 'C' for further information.

CONDITION B: STAIR 'E' AND PATROL EQUIPMENT ROOM

- Remove sealant above metal flashing and allow weeps to function to remove water from the wall assembly.
- Remove window sill stone piece and selective bricks along Stair 'E', and excavate soil and cut the slab-on-grade as required to verify the conditions and presence of thru-wall flashing and water barrier continuity from the wall to the precast plank. See Attachment 'C' for Invasive Testing Protocol concept.
- Seal the vertical joint between the original Public Safety Building and the Addition. Dig down as required to install sealant fully to the foundation.
- See Attachment 'C' for further information.

Lerch Bates can provide an additional services proposal to coordinate and observe intrusive testing, which will inform the extent of the recommended repairs below.

Repair Recommendations

CONDITION A: PARKING GARAGE

- Lerch Bates recommends installing a new air and weather barrier on all three surfaces of the CMU wall tied-in with the upturned waterproofing to create a continuous building enclosure.
- New air and weather barrier on the exposed CMU face will require removing the concrete curb to tie-in the air and weather barrier with the upturned waterproofing from the plank below. Provide cladding over the air and weather barrier to protect it from UV-damage.
- Remove the brick veneer to install new air and weather barrier on the face of CMU back-up wall with thru-wall flashing at brick ledge that is tied-in with existing upturned waterproofing. Re-install brick veneer cladding.
- If the top of the CMU back-up wall is found to be unprotected with a membrane cap, install new continuous membrane underneath the stone caps shingle-lapped onto the new air and weather barrier on each face of CMU, complete with a drip edge.
- Repair scope will require removal and re-installation of the trellis assembly with standoff anchors set in sealant to minimize water intrusion through the bolt holes.
- Use a sounding hammer along the underside of each precast plank joint in the garage to identify and remove any loose bits of concrete before they can fall and injure anyone or cause property damage. If any chunks larger than 6" in any dimension spall off, notify Lerch Bates for further assessment.
- Monitor cracks in the precast planks for signs of increased width, water, or differential vertical displacement. If any of these are observed, contact a Lerch Bates for further review immediately.

CONDITION B: STAIR 'E' AND PATROL EQUIPMENT ROOM

- Repair/replace existing thru-wall flashings tied in with the backup wall above and upturned waterproofing membrane below.
- Perform repairs at west wall and ensure thru-wall flashings are properly tied in at the south corner and along the north wall where the window is present.
- If not present, install subgrade waterproofing along the north wall.
- The Intrusive Testing recommended above will determine the extent of repair recommendations needed.

Lerch Bates can provide an additional services proposal to develop construction documents for the repairs, coordinate competitive bidding, and provide construction administration and quality assurance observation services.

LIMITATIONS OF LIABILITY

The determinations and results described in this report are based on information available at the time of the observation and preparation of this report. Should additional information or unknown conditions be uncovered or made available, Lerch Bates retains the right to revise and supplement this report accordingly.

The professional determinations presented in this report have been developed using that degree of care and skill ordinarily exercised under similar circumstances by professional engineers practicing in this locality. Aside from this standard, no warranty, either expressed or implied, is made as to the professional determinations expressed in this report. It is understood that Lerch Bates is not responsible or liable for the accuracy or adequacy of a design performed by others, and that the responsibility for the original design rests with the design professional of record for the structure.

Sincerely,

Lerch Bates



Prepared by:
Andrew Atkins, P.E.
Consultant II



Reviewed by:
Tor L. Oksnevad, P.E.
Director of Operations

AJA:TLO:mm

Attachments: A – Photos
 B – Original Drawing Excerpts
 C – Recommended Intrusive Testing Locations

Attachment A



Photo 1 – Exterior of Stair 'E' north and west elevation, looking south.



Photo 2 – Exterior of Stair 'E' looking southwest.



Photo 3 – Closer view at joint between original Public Safety Building and 2004 addition, missing joint sealant near grade.



Photo 4 – Closer view at northwest corner of Stair 'E' exterior, with inadequately-tooled sealant applied at base joint of brick above metal flashing. Weeps covered by sealant or missing.



Photo 5 – Closer view at corner, east of service door, with thick bead of dark gray sealant at base joint of brick and no weeps visible.

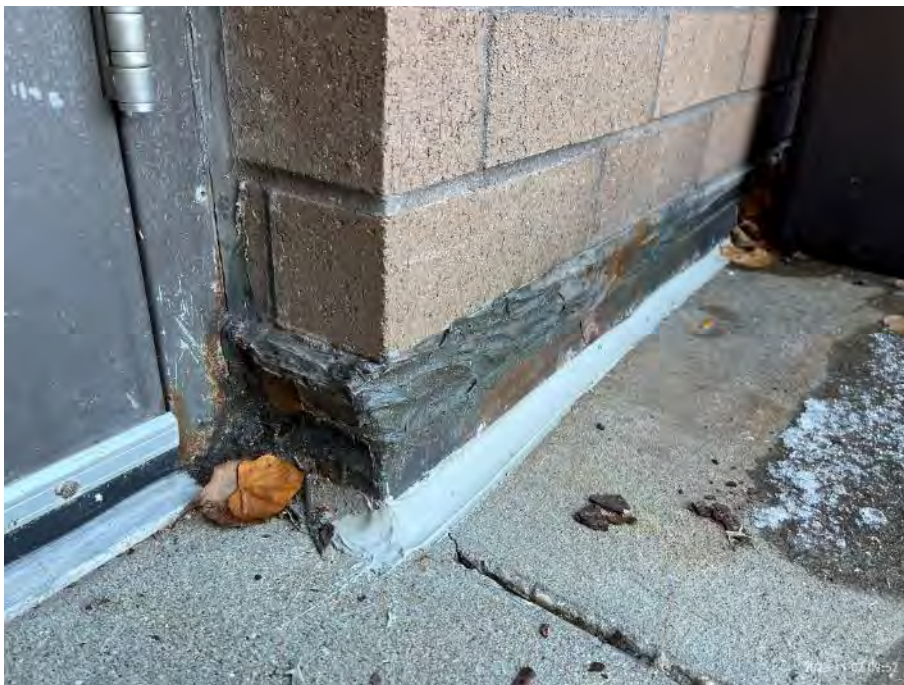


Photo 6 – Base joint of brick sealed and weeps appear to be covered or missing.



Photo 7 – Lintels, thru-wall flashing, and weeps above service door.



Photo 8 – West of service door, weeps still visible at base joint of brick,



Photo 9 – Interior of Stair 'E', northeast corner, water intrusion, staining and efflorescence.



Photo 10 – Interior of Stair 'E', northwest corner, water staining along base mortar joint and interior of concrete wall.



Photo 11 – Northeast corner of Patrol Equipment Room. Evidence of water staining from multiple reported leaks.

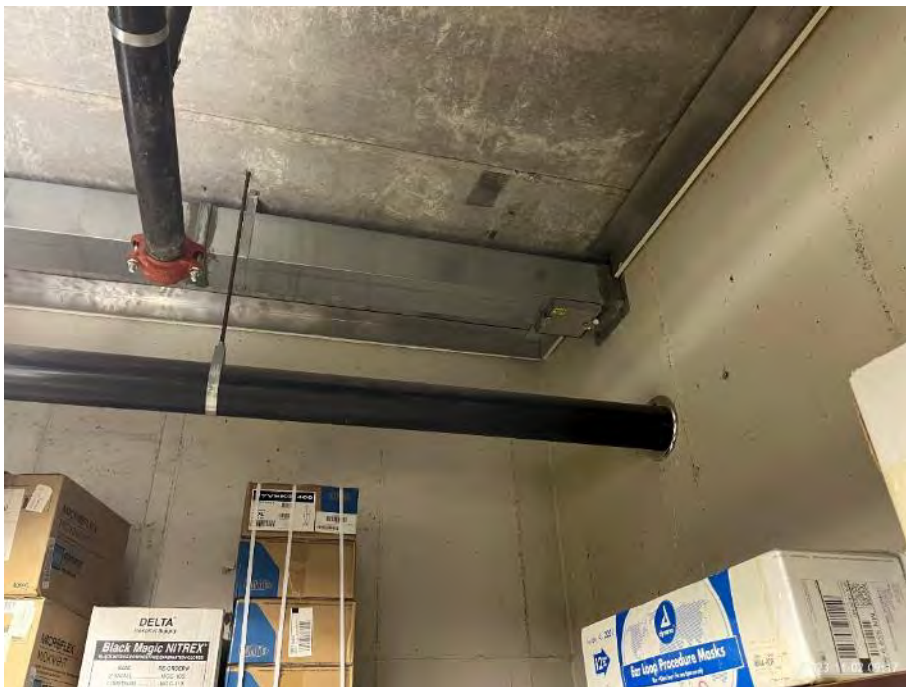


Photo 12 – Southeast corner of Patrol Equipment Room.



Photo 13 – Overview of patio (formerly green roof) and trellis wall, looking southwest.



Photo 14 – North side of trellis wall corner at Grid C.9-22, large crack formed between brick and stone.



Photo 15 – East side of trellis wall along Grid C.9, looking northwest.



Photo 16 – West side of trellis wall, along Grid C.9, looking north. Some cracks at mortar joints and evidence of water intrusion.



Photo 17 – West side of CMU trellis wall showing evidence of moisture.



Photo 18 – Typical condition of wear slab concrete on garage was distressed.

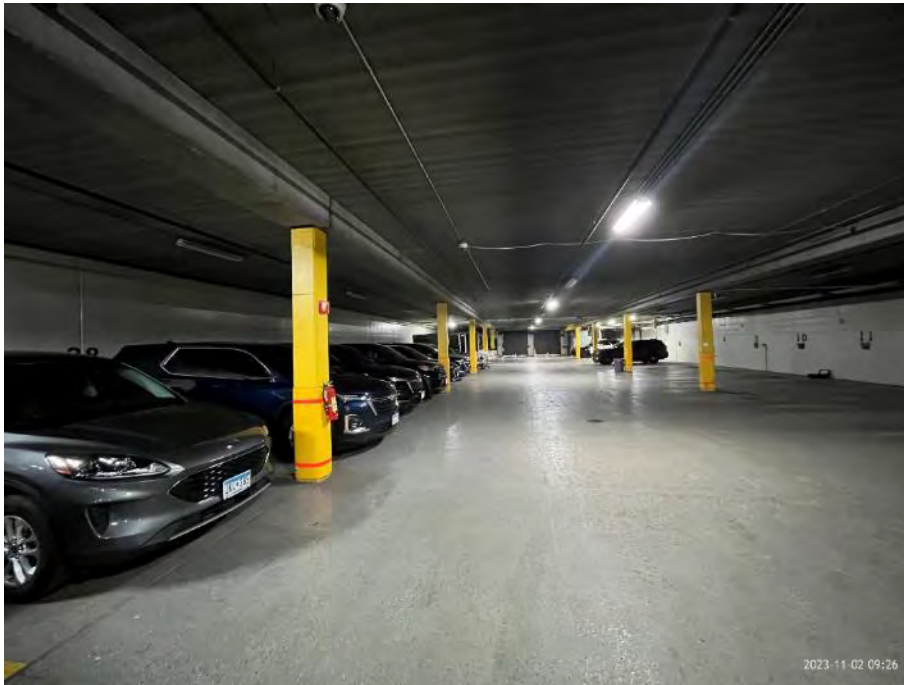


Photo 19 – Overview of garage looking east toward entrance.



Photo 20 – Minor water staining along north foundation wall of garage.

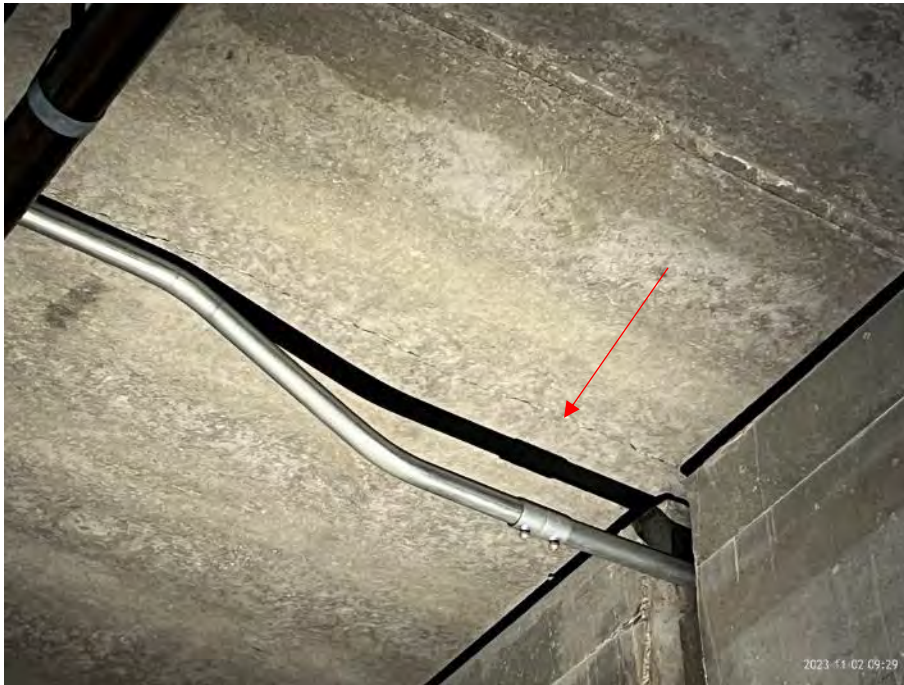


Photo 21 – Typical example of shrinkage crack, running north/south (longitudinal to span of plank) and typically aligned at beam joints, indicative of shrinkage cracking.

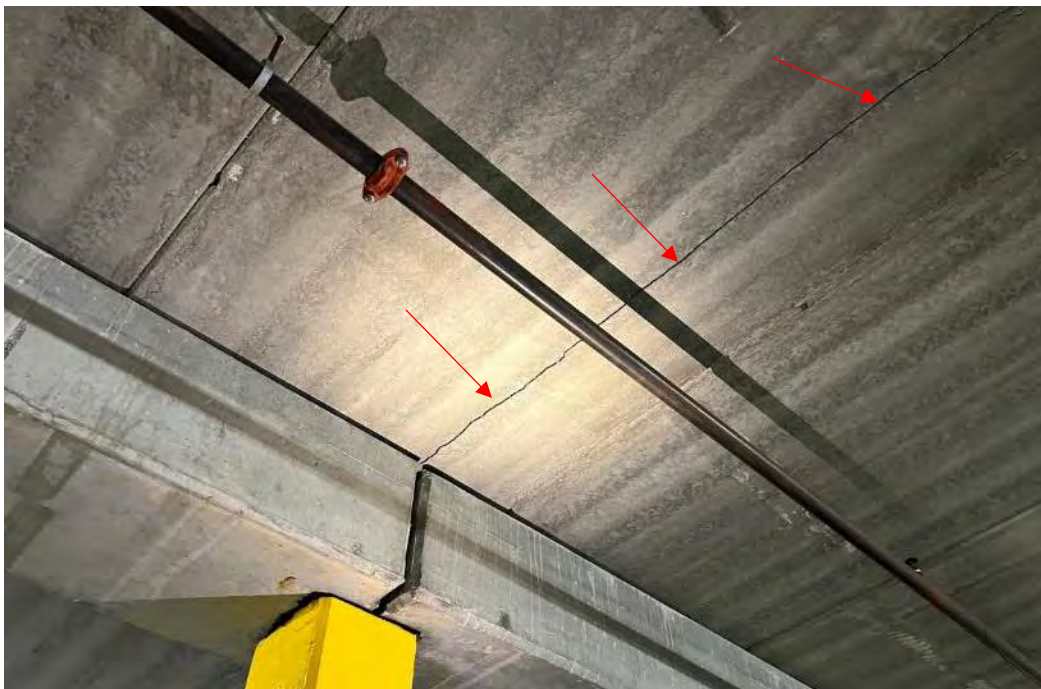


Photo 22 – Crack at beam joint along Grid C.9 looking northeast.



Photo 23 – Looking south along full-length crack along Grid C.9, under trellis wall. Minor efflorescence in crack.



Photo 24 – View at plank joints looking north toward corner at C.9-22. Active leak at red arrow. Significant efflorescence at joints.

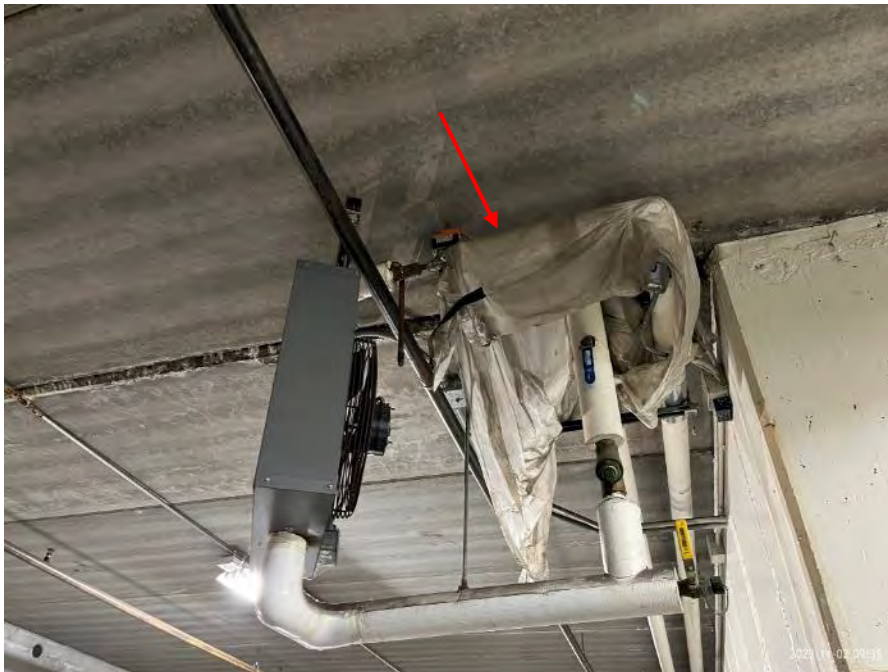


Photo 25 – Electrical components of space heater covered with plastic in an apparent attempt to protect them from water.



Photo 26 – Example of typical concrete chip/spall (red arrow) at precast plank joint.

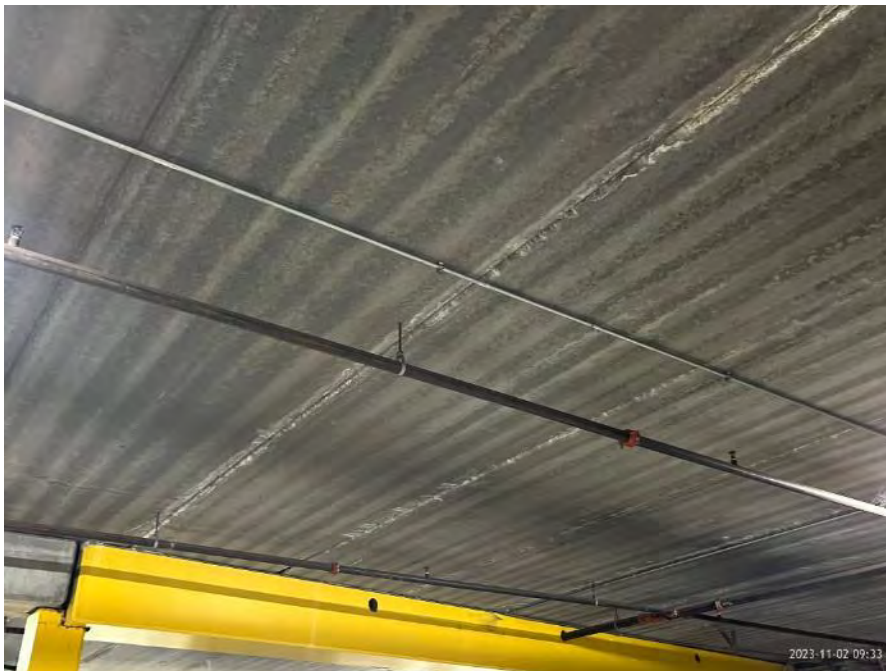
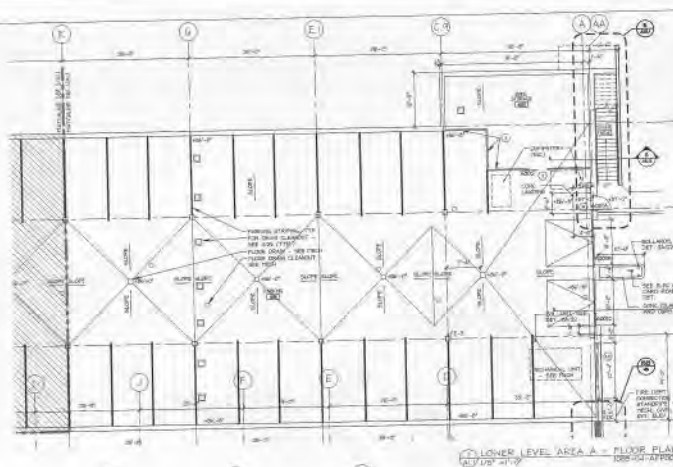


Photo 27 – Efflorescence and history of reported leaks significantly worse to the east of trellis wall, corresponding to previous green roof (now patio).

Attachment B

[illegible][illegible][illegible]

ROADS IN THIS AREA ARE LIMITED TO 20 MPH

ROADS IN THIS AREA ARE LIMITED TO 30 MPH

ROADS IN THIS AREA ARE LIMITED TO 40 MPH

M.P.

R

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H

0 1 MILE

N

1/A5.3

1/A10.1

3/A5.1

Page 223 of 307

(Patrol Equipment Room)

WALL AT LEAK

3'-6 1/2" H
GUARD AND
3'-0" H
HANDRAIL

CONT
HANDRAIL

3'-0" H HANDRAIL

3'-0" H HANDRAIL

3'-0" H HANDRAIL

+87'-4"

HANDRAIL
EXTENSION

2'-0" HANDRAIL
EXTENSION 9'-2"

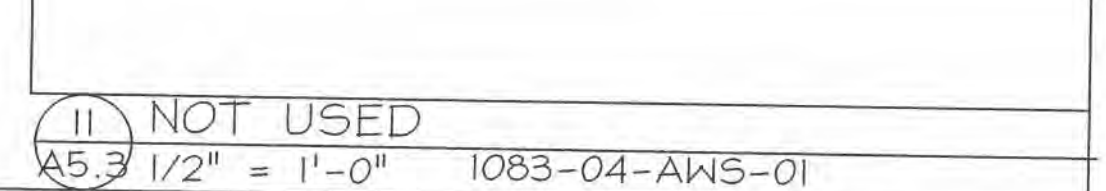
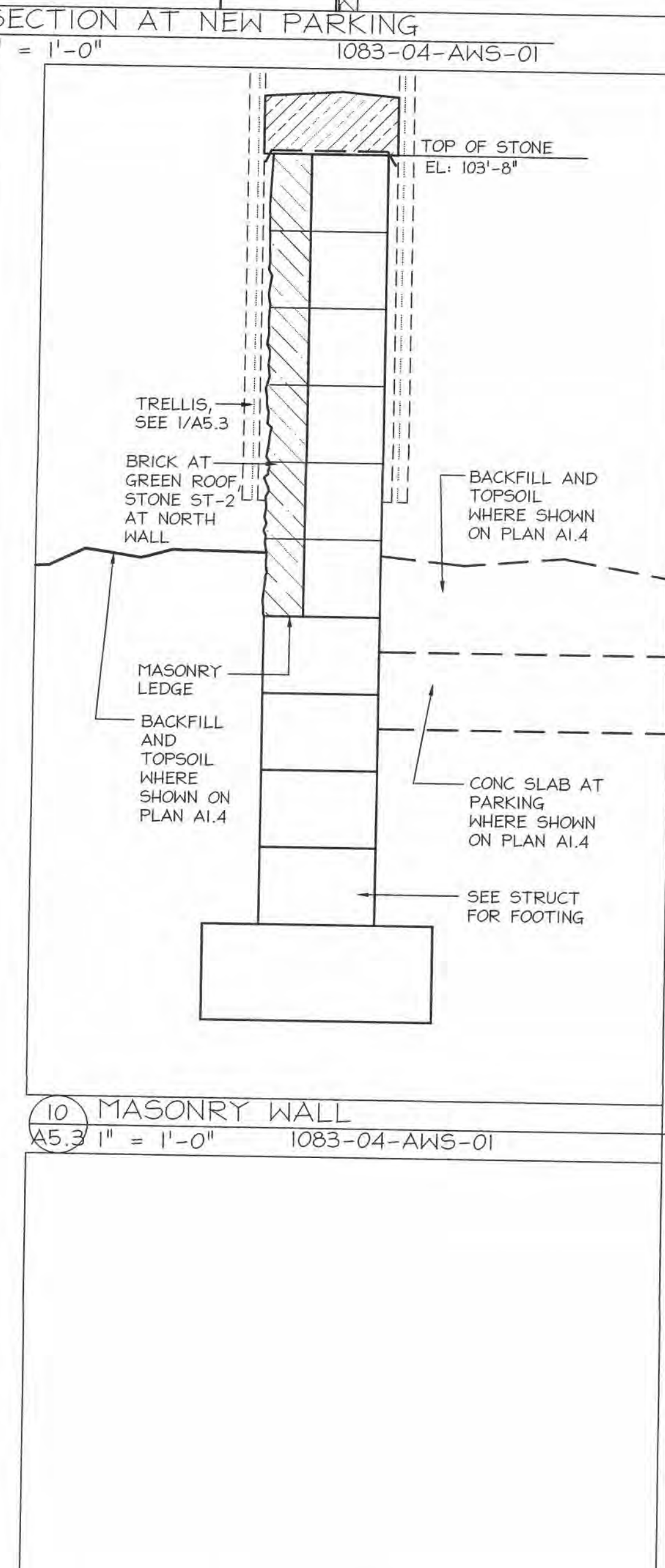
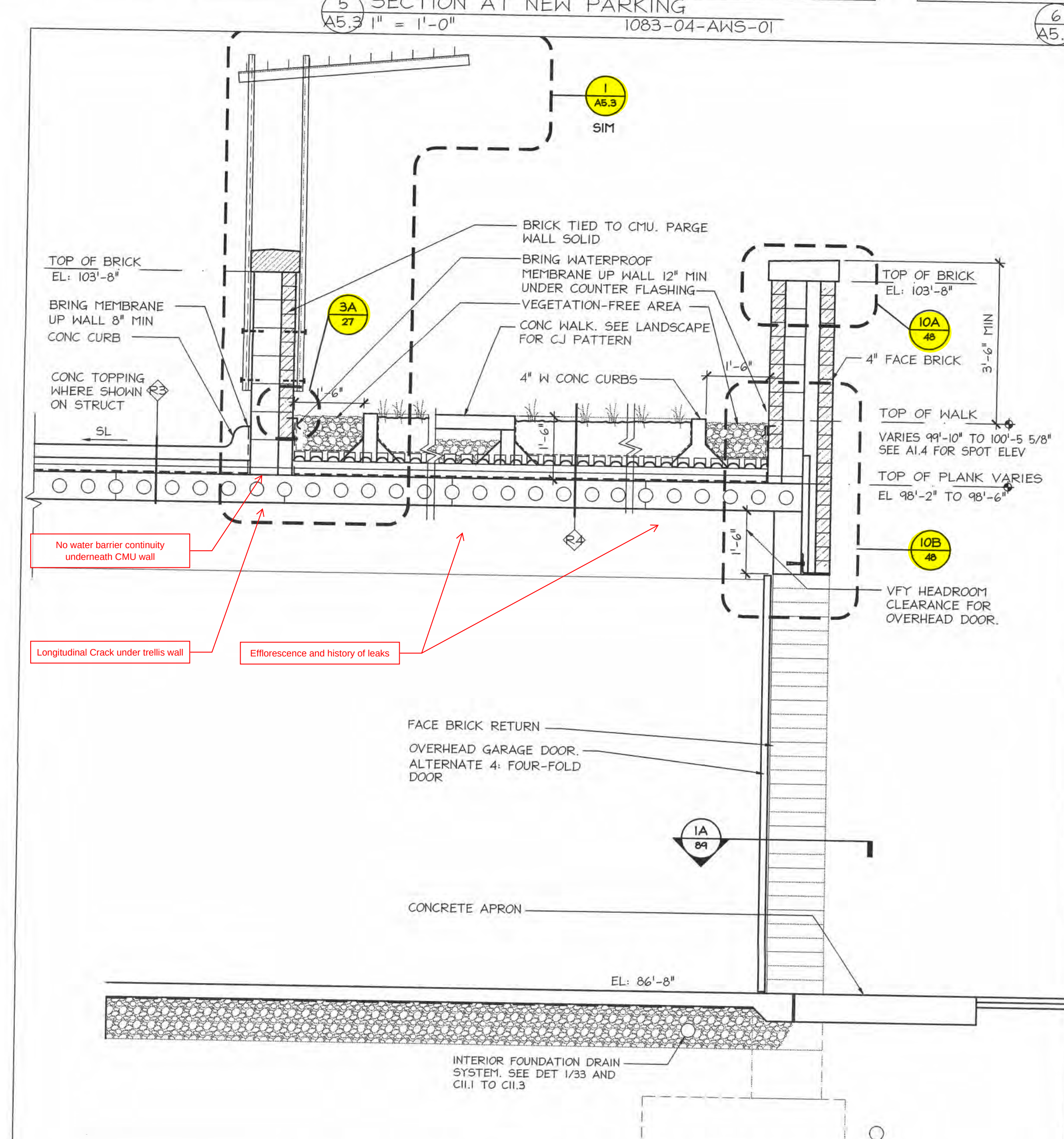
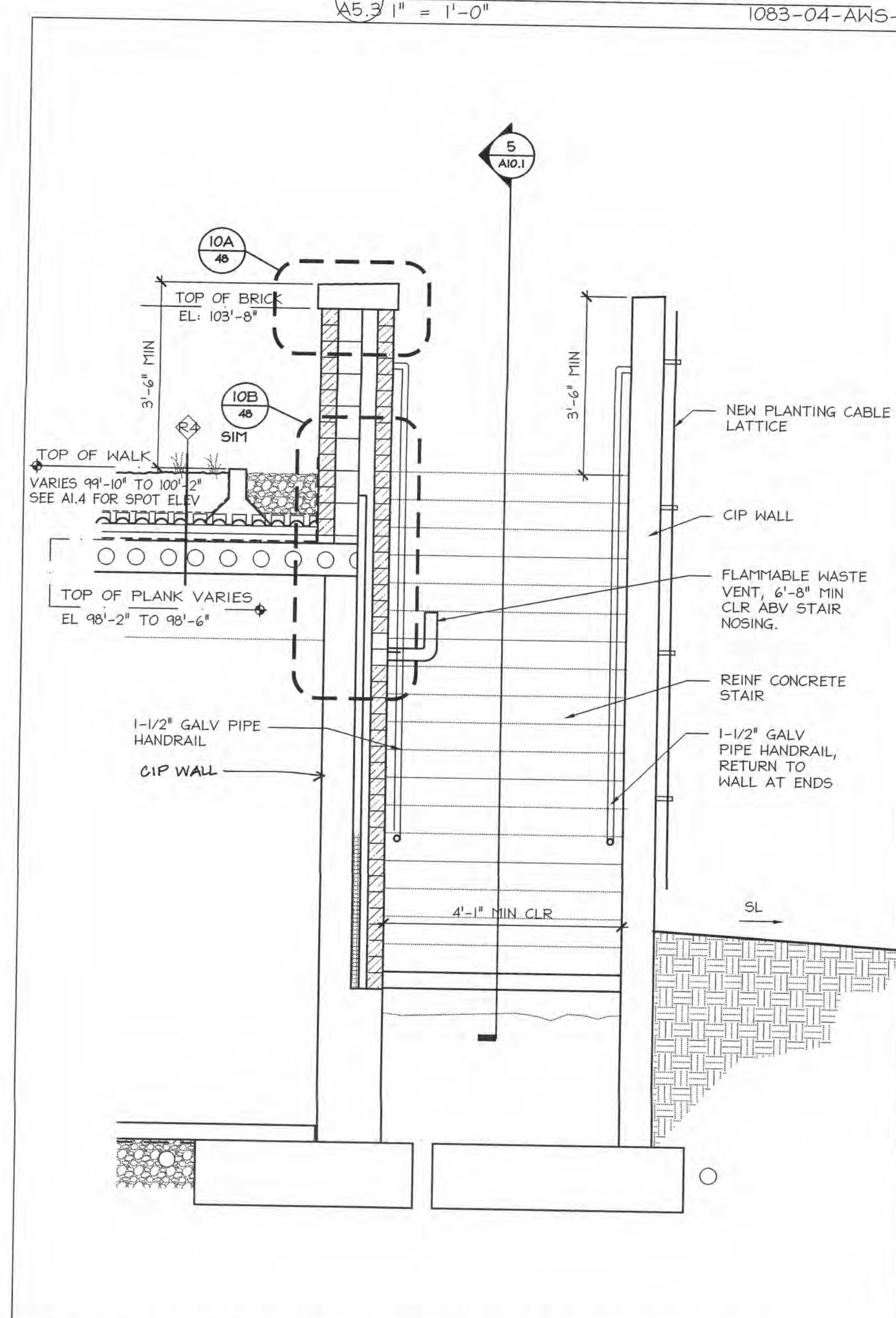
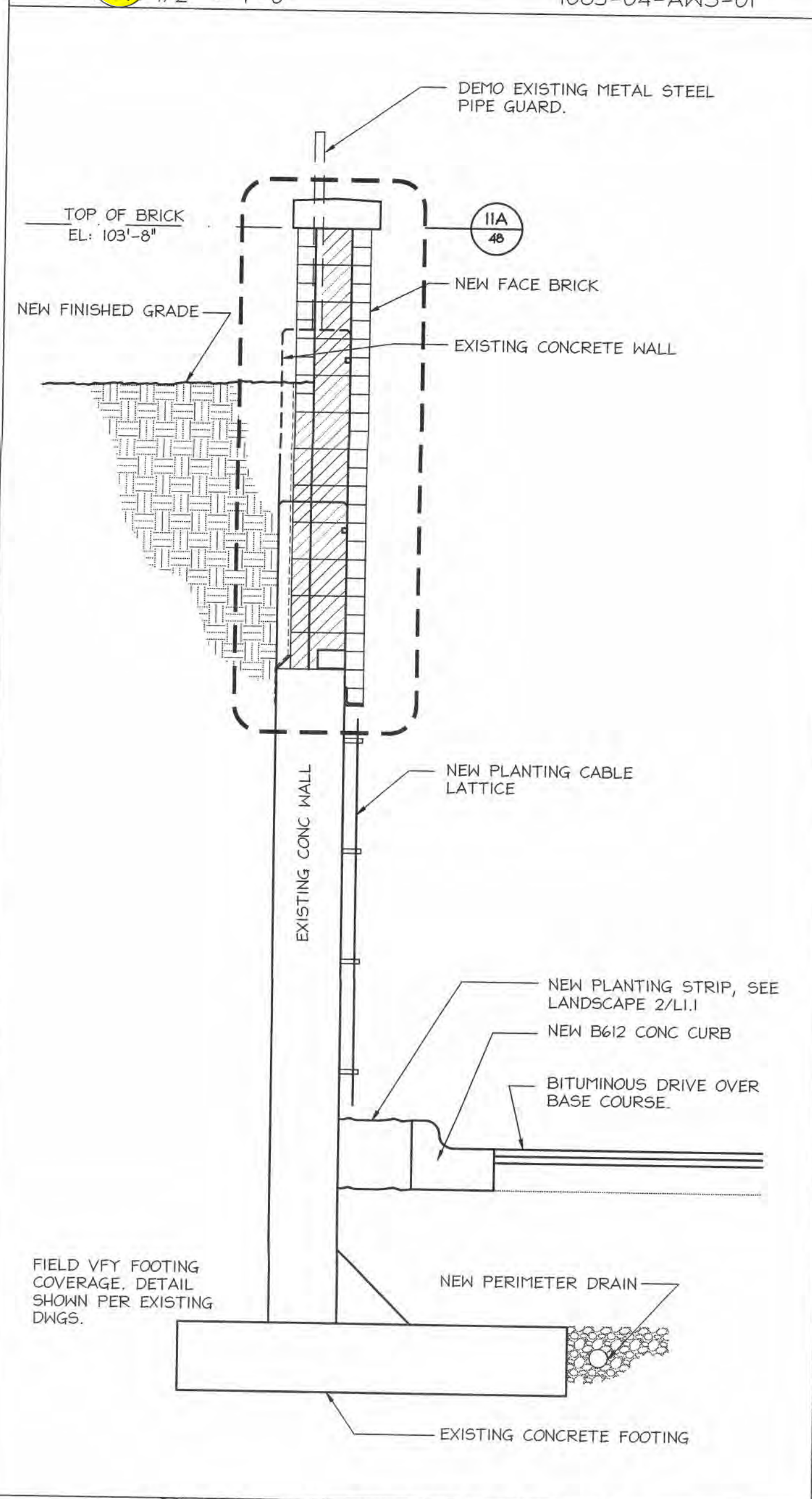
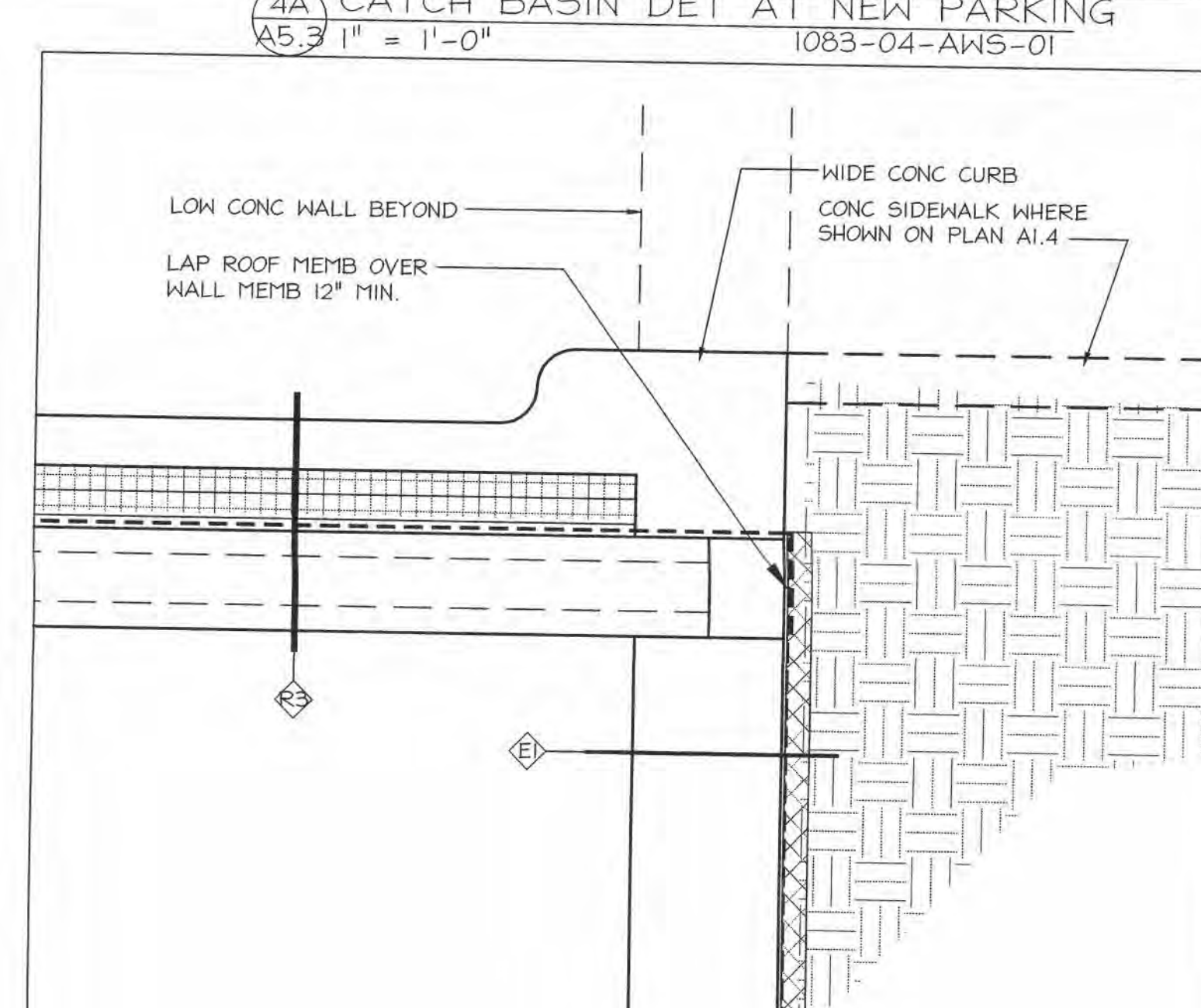
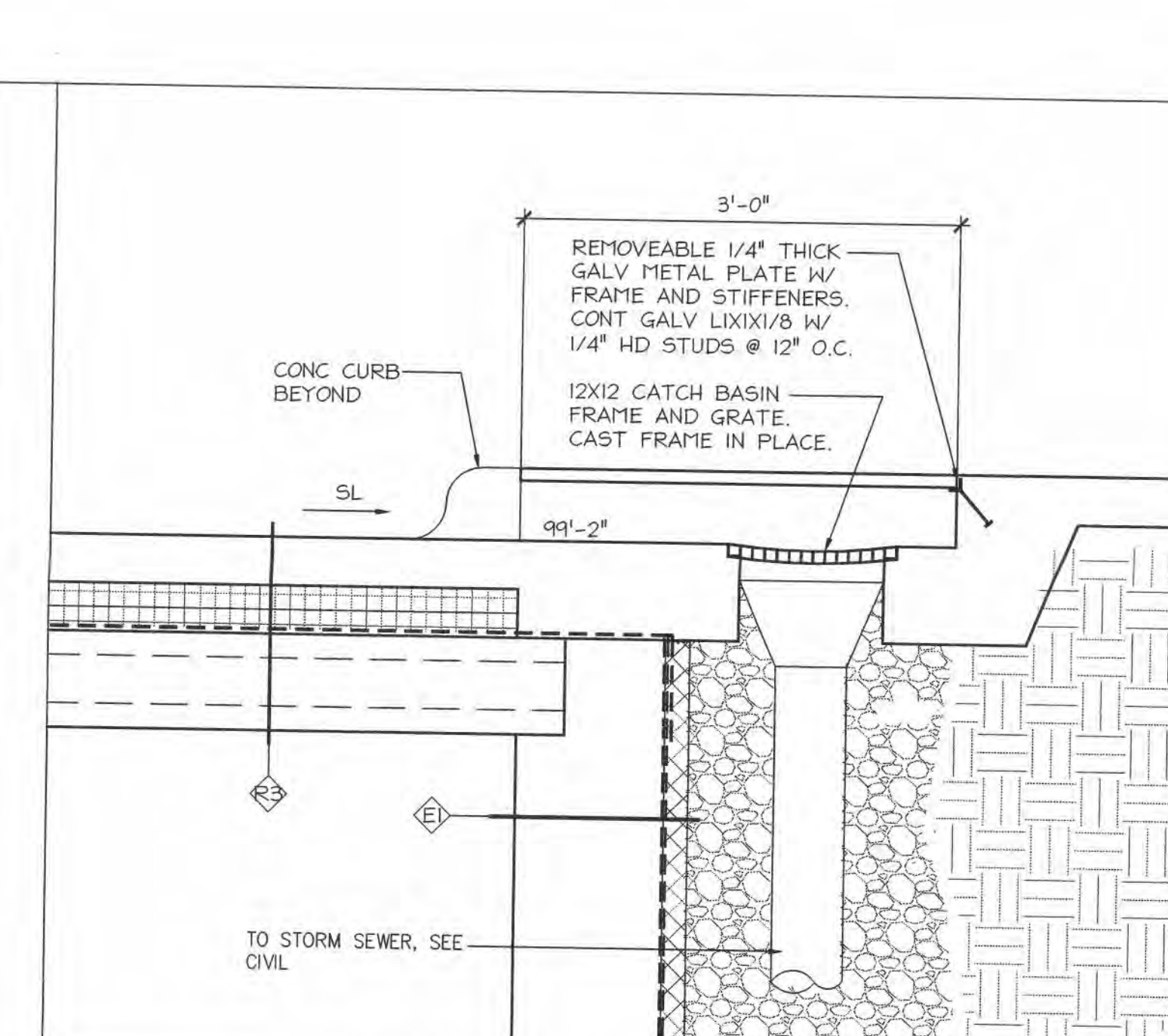
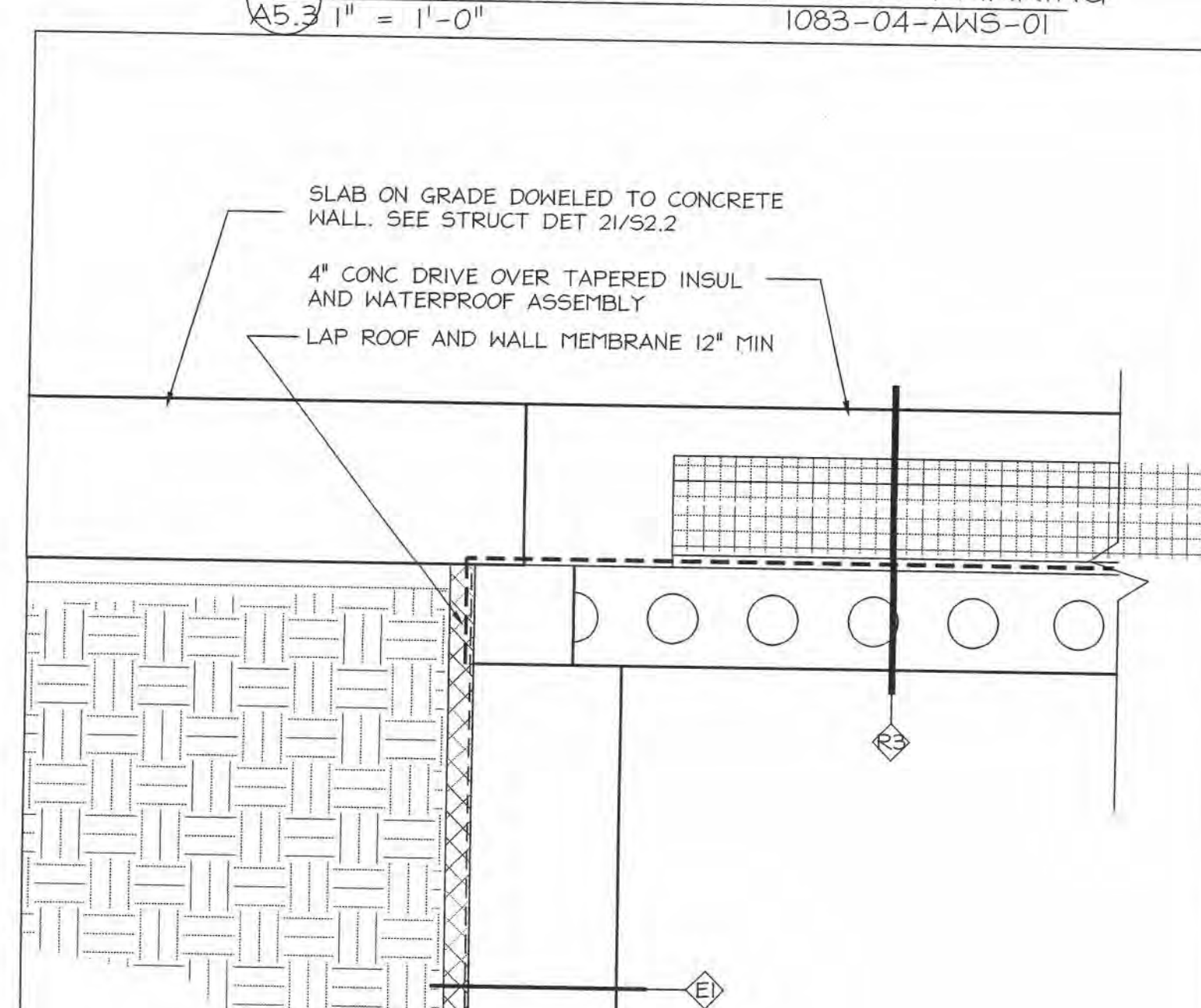
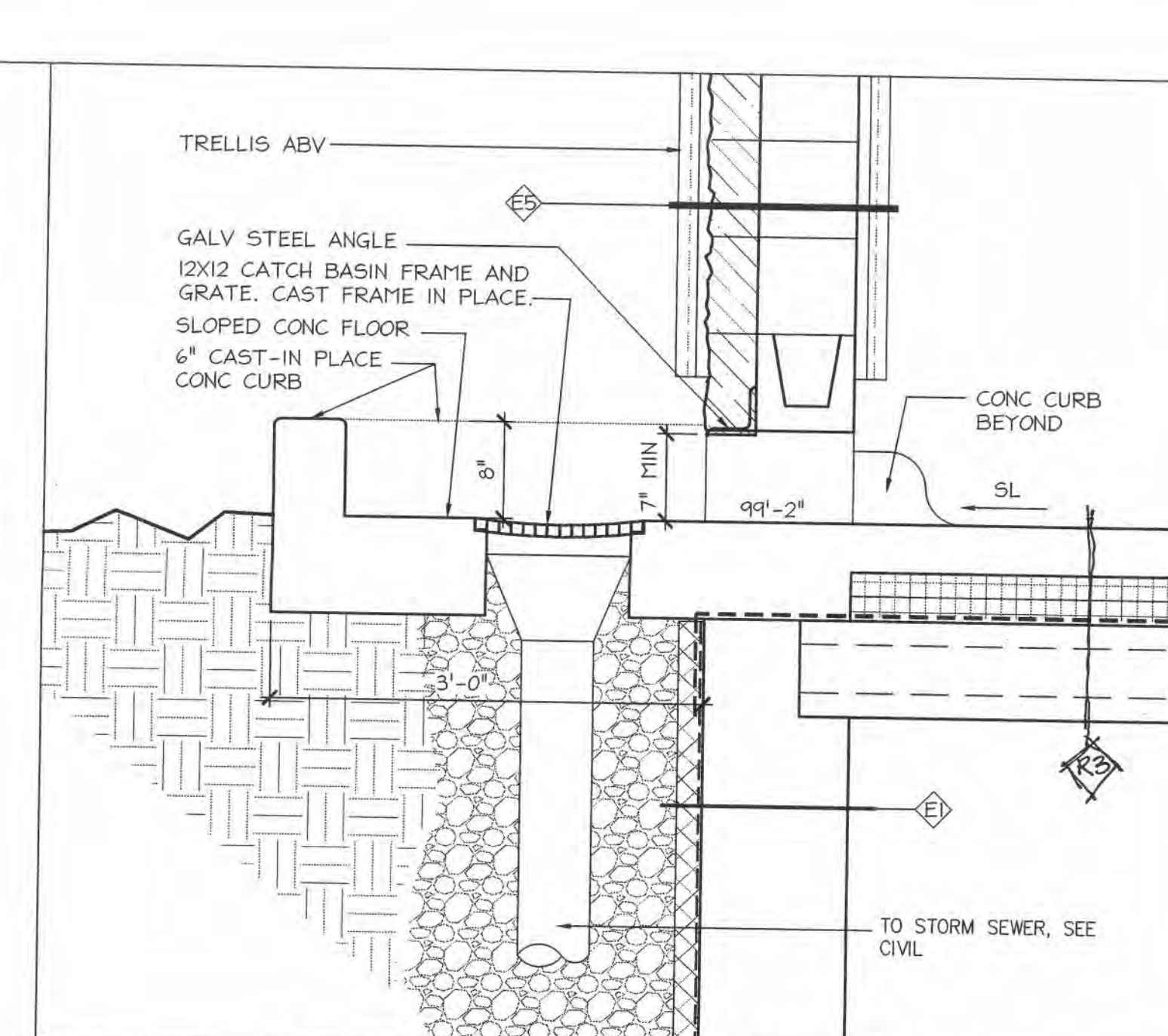
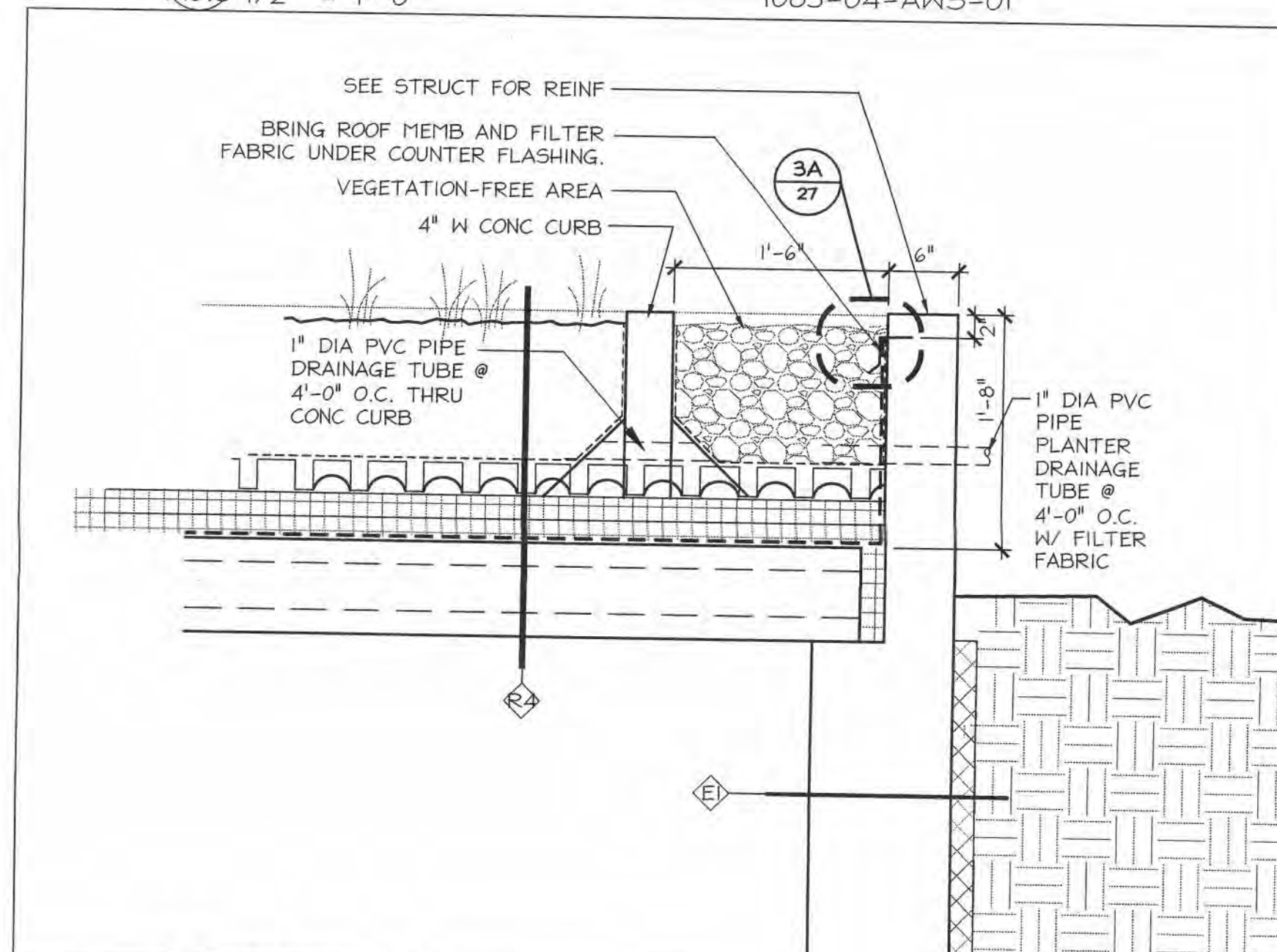
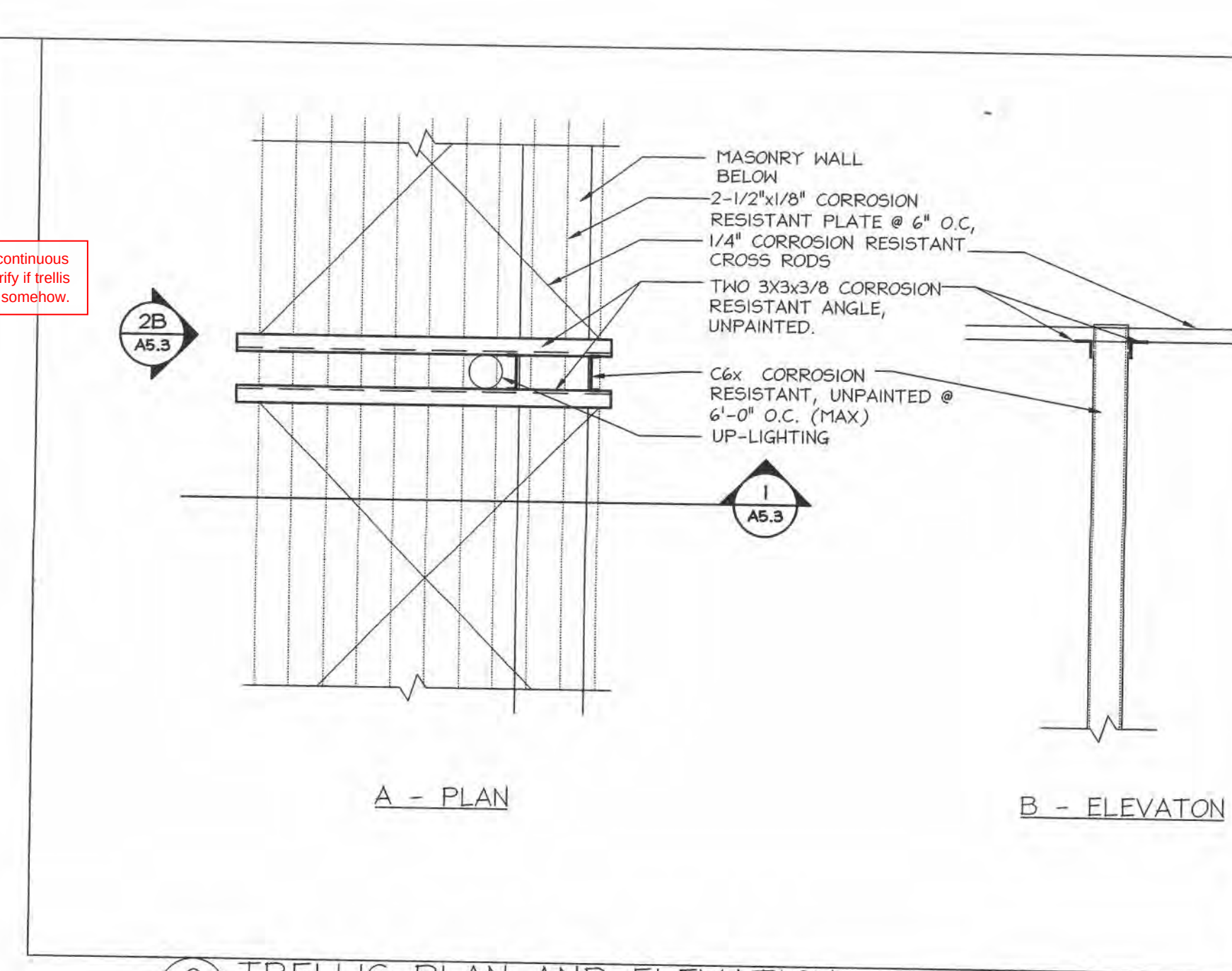
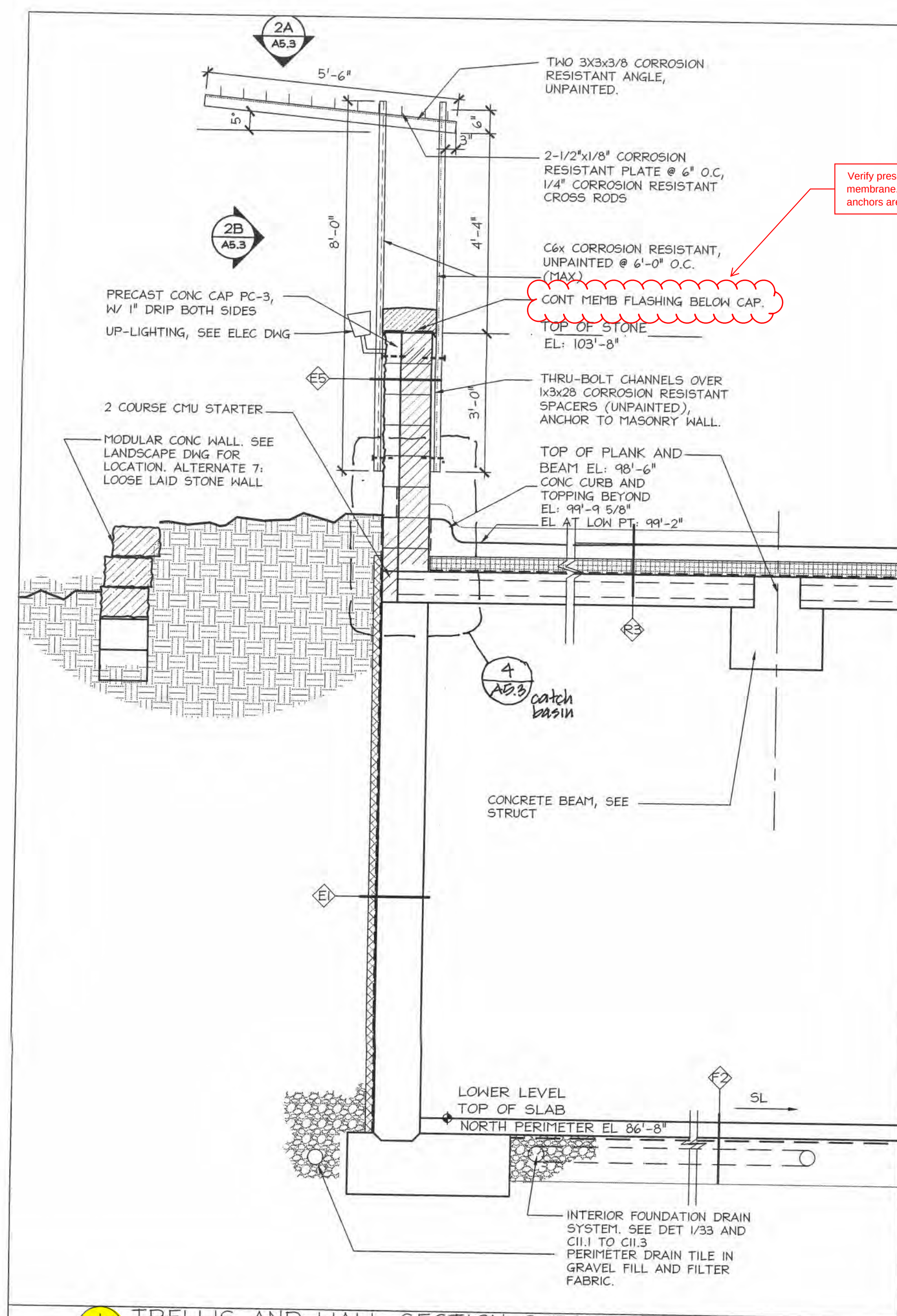
3'-6 1/2" H OPEN
GUARD FROM
FINISH FLR

SEE BUILDING FLOOR
PLANS FOR WALL TYPES
AND OVERALL DIMENSIONS

STAIR E - LOWER LEVEL FLOOR PLAN

1
A10.1 1/4" = 1'-0"

1083-04-AFP-00

BKV
GROUP

Architecture
Interior Design
Engineering

**Boarman
Kroos
Vogel
Group
Inc.**

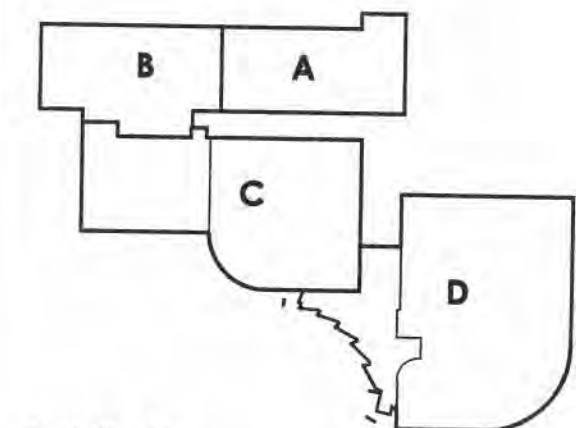
222 North Second Street
Minneapolis, MN 55401
Telephone: 612.339.3752
Facsimile: 612.339.6212
www.bkvgroup.com

CONSULTANTS

PROJECT TITLE

**CITY OF PLYMOUTH
PUBLIC SAFETY
ADDITION AND
REMODEL
Plymouth, MN**

**CONSTRUCTION
DOCUMENTS**



WALL SECTIONS

CERTIFICATION

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 Architect under the laws of the State of Minnesota.

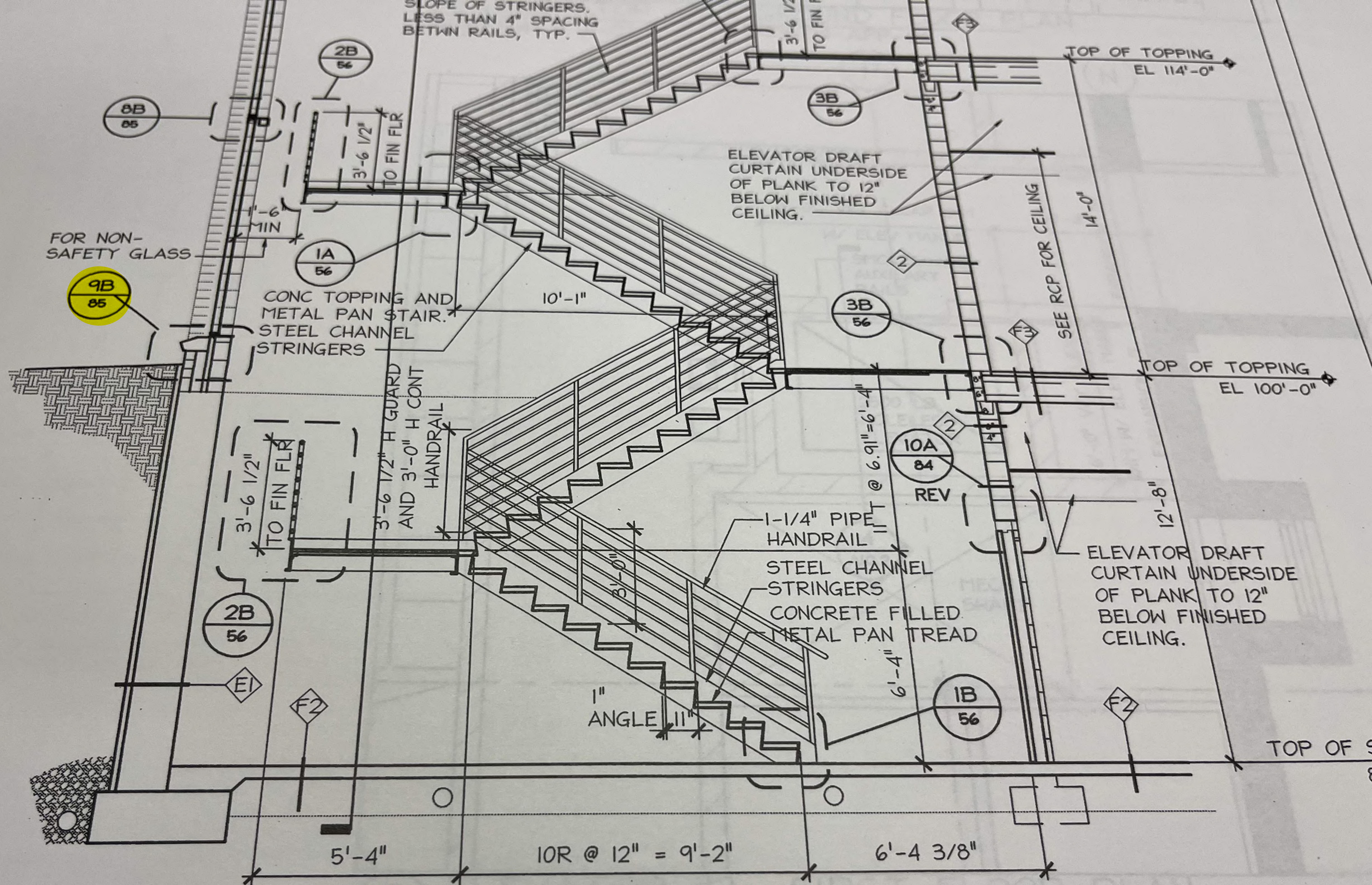
David Kroos Date 7/2/04

#11355
License Number

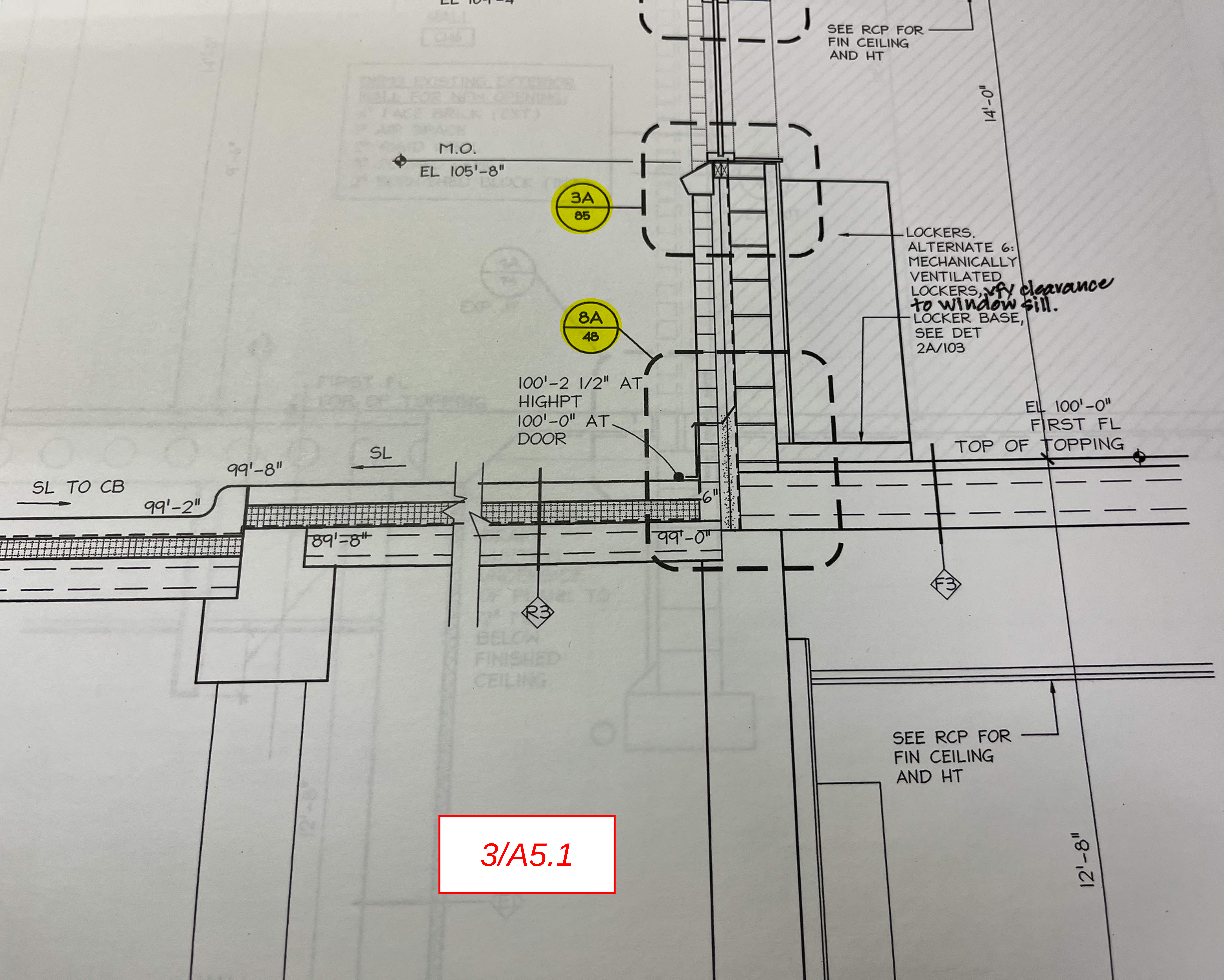
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DATE	July 12, 2004
DRAWN BY	
CHECKED BY	
COMMISSION NO.	1083.04
SHEET NUMBER	

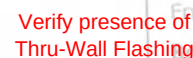
A5.3



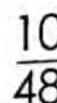
(2) ELEVATOR #3- FIRST FLOOR PLAN
A10.2 1/4" = 1'-0" 1033-04-AFP-01



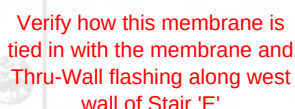
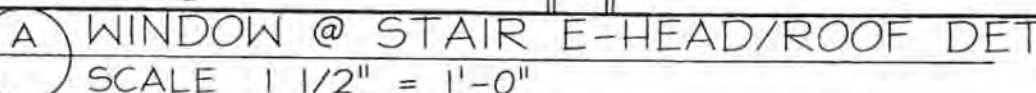
3/A5.1



SHEET TITLE



B MASONRY WALL DET @ GREEN ROOF
SCALE 1' = 1'-0"



(B) WINDOW @ STAIR E - SILL DET
SCALE 1 1/2" = 1'-0"

CONSTRUCTION DOCUMENTS

REVISIONS	No	DATE
DATE	July 12, 2004	
DRAWN BY		
CHECKED BY		
COMMISSION NO	1083 04	
SHEET NUMBER		

$$\frac{9}{85}$$

ON

0"

2
S2.3

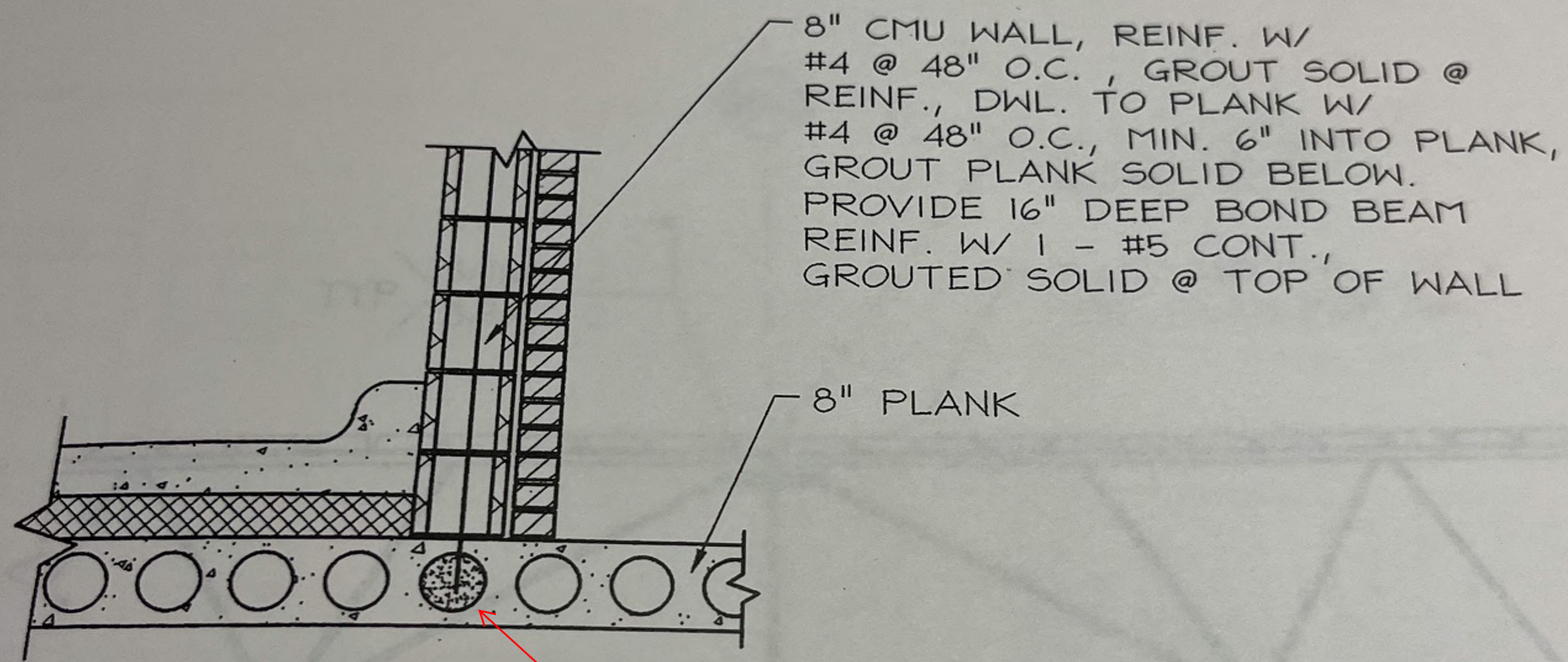
SECTION

SCALE : NONE

3
S2.3

SOLID,

DRIVE
PLANK



STL. STUDS,
SEE PLAN

W BEAM,
SEE PLAN

7
S2.3

SECTION

SCALE: 1/2" = 1'-0"

8
S2.3

Monitor condition of crack along Grid C.9

STEEL JOIST
SEE PLAN

SECTION JST. BRG @ BEAM

Attachment C

Intrusive Testing Concept: Stair 'E'



Note: This Intrusive Testing Protocol should be considered an initial minimum to verify the necessary field conditions and deficiencies that may be contributing to the reported leaks. Additional deconstruction may be required. All reasonable efforts must be made to not damage existing membranes or waterproofing, and provide temp enclosure upon completion.

Intrusive Testing Concept: Parking Garage



LEGEND:

- Orange - Remove Cast Stone Cap Pieces
- Green - Remove and replace sealant at open masonry joint
- Blue - Remove Bricks/Stone as required to observe flashing
- Purple - Excavate to review subgrade waterproofing and flashing

Note: This Intrusive Testing Protocol should be considered an initial minimum to verify the necessary field conditions and deficiencies that may be contributing to the reported leaks. Additional deconstruction may be required. All reasonable efforts must be made to not damage existing membranes or waterproofing, and provide temp enclosure upon completion.

ASSESSMENT REPORT



PREPARED FOR:

Amy Hanson

DATE:

1.15.2025

PROJECT

R0100049785

Fleet and Facilities Manager

City of Plymouth

January 15, 2025

Amy Hanson
Fleet and Facilities Manager
City of Plymouth

PROJECT NAME: CITY HALL PARKING GARAGE
PROJECT NUMBER: R0100049785
PROJECT LOCATION: PLYMOUTH, MN

Background

Lerch Bates was hired to develop a destructive testing protocol, review test openings and provide a repair scope narrative and rough order of magnitude (ROM) pricing for repair recommendations to address water intrusion at two specific areas:

- Along/under the patio at east end of garage structure
- At building interface, water intrusion into Stair E and "Patrol Equipment" room below

Observations

Tor Oksnevad of Lerch Bates conducted the review of the destructive test openings on 09/03/2024. In addition to Lerch Bates, Dave Pary with Cobra Construction, was present during the site visit.

Please refer to Attachment A that includes plan locating each destructive test opening. Lerch Bates made the following observations at each destructive test location.

DESTRUCTIVE TEST LOCATION 1:

- At the top of wall, LB observed a flashing membrane beneath the existing coping stone. The existing membrane consisted of a thin copper sheet with reinforced asphalt-based adhesive on both sides. The membrane had lost most of its adhesion to the substrate and the lapped seams.
- On the east wall: The existing plaza/patio waterproofing turned-up the face of the CMU starter course and was terminated with a termination bar. The existing counterflashing was cut into the lowest mortar joint along the base of the wall. No thru-wall flashing was present at the regret counter flashing and no membrane was present on the CMU back-up wall and a full height crack was observed where the CMU block wall turns the corner. Rigid insulation was installed in a horizontal application on the plaza deck and a corrugated plastic drainage mat was installed on top of that. The wall assembly and adjacent waterproofing assembly was built per the existing contract detail 9/A5.3, Figure 7 below.
- On the north wall: The existing waterproofing was discontinuous on the west side of the concrete curb. A self-adhered waterproofing membrane was observed up the existing face of the two CMU starter course below grade and continued up for two courses of the CMU-back up wall. The leading edge of the membrane on the back up wall was sealed with mastic, but no termination bar was present. The existing membrane had wrinkles, was unadhered to and appeared to be pulling down the wall. Existing extruded polystyrene (XPS) rigid insulation was installed directly against the waterproofing with a drainage mat installed outboard of the insulation.
- The wall assembly and adjacent waterproofing was built per the existing contract documents detail 1/A5.3, see Figure 8 below.

Refer to the following figures for photographs of the observed conditions.



Figure 1: Destructive Test Opening 1 overall.



Figure 2: Plaza waterproofing up-turn at brick veneer with counterflashing. Note no thru-wall flashing.



Figure 3: Crack in existing CMU wall (red arrow) and discontinuous waterproofing membrane (yellow arrow).



Figure 4: Existing flashing membrane under coping stone.



Figure 5: Discontinuous waterproofing at west side of concrete curb.



Figure 6: Deteriorated, unadhered and wrinkled below grade waterproofing.

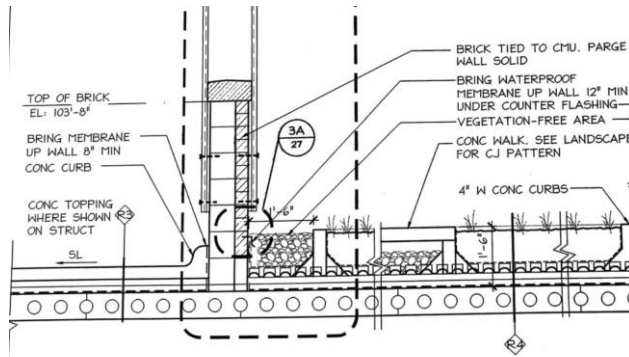


Figure 7: Contract Document Detail 9/A5.3.

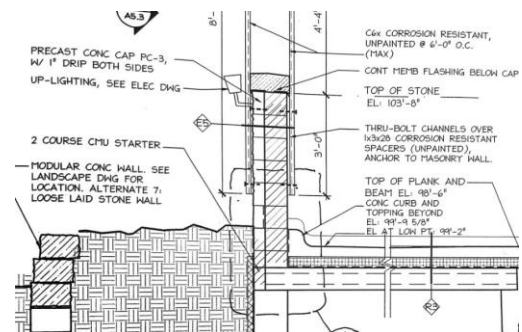


Figure 8: Contract Document Detail 1/A5.3.

DESTRUCTIVE TEST LOCATION 2:

LB observed the existing plaza/patio waterproofing turn up the CMU starter course and was terminated with a termination bar just below existing grade. The test location also coincided with the edge of the plaza waterproofing where it turned down onto the foundation wall. The foundation wall waterproofing also turned onto the adjacent retaining wall, where it ended without a termination bar or mastic sealant. The CMU back-up wall behind the brick veneer did not have a membrane, similar to test location 1. LB observed rigid XPS insulation on the horizontal surface of the plaza/patio.

Refer to the following figures for photographs of the observed conditions.



Figure 9: Destructive Test Opening 2 Overall. Note no thru-wall flashing.



Figure 10: Plaza waterproofing up-turn at CMU starter course.

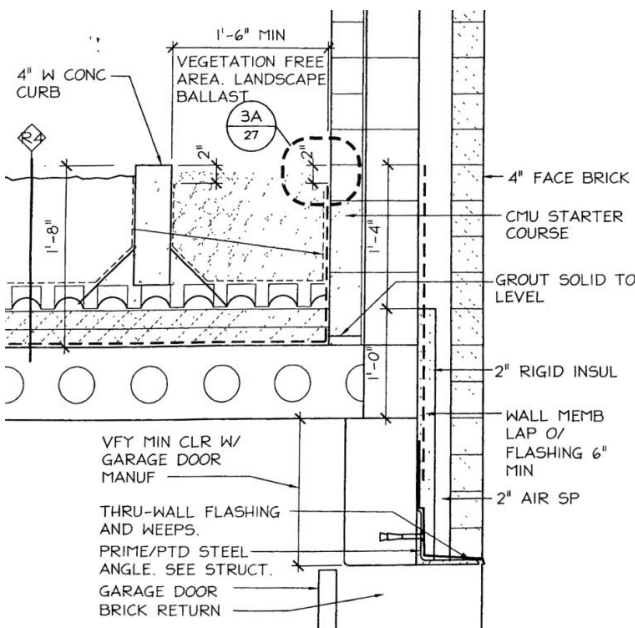


Figure 11: Contract Document Detail 10B/48.

DESTRUCTIVE TEST LOCATION 3:

Below the window at Stair E, LB observed a self-adhered waterproofing membrane on the foundation wall that extended up and behind the grouted solid 4" space between the back of the brick veneer and the assumed 2" XPS rigid insulation concealed behind. XPS rigid insulation and drainage mat were installed outboard of the below grade waterproofing. The below grade waterproofing stopped at the west side of the window and at the plaza elevation, the thru-wall flashing membrane stopped at the west of the window leaving a waterproofing discontinuity at where the two waterproofing membranes meet.

At the inside wall corner adjacent to the access door, the thru-wall flashing membrane was unadhered and appeared to have moisture below it. Outboard of the upturned flashing, LB observed XPS rigid insulation and drainage mesh in the wall cavity.

Refer to the following figures for photographs of the observed window spandrel and head flashing conditions.



Figure 12: Destructive Test Opening 3 at Stair E.



Figure 13: West edge of Stair E window, through wall flashing membrane end.



Figure 14: Destructive Test Opening 3 at inside corner adjacent to access door.



Figure 15: Unadhered through wall flashing membrane.

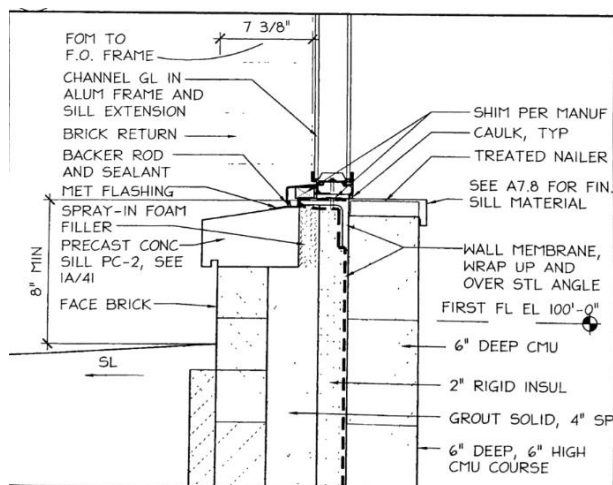


Figure 16: Construction Document Detail 9B/85.

DESTRUCTIVE TEST LOCATION 4:

Lerch Bates observed the plaza waterproofing turn up onto the CMU starter course and noted the leading edge was open to above and does not extend under the counterflashing as shown in Contract Document Detail 8A/48 (Figure 21). The plaza waterproofing assembly consists of a self-adhered membrane, drainage mat, 5 ½" of XPS rigid insulation and a concrete topping slab. There is an existing sealant joint between the counterflashing and concrete topping slab. LB observed a sealant joint along the top edge of the counterflashing which appeared to be a repair attempt to seal over the original thru-wall flashing weeps.

Refer to the following figures for photographs of the observed destructive test location 4 conditions.



Figure 17: Destructive Test Opening 4 Overall.



Figure 18: Plaza waterproofing de-bonded at base of wall.



Figure 19: Rigid insulation and drainage mat at plaza waterproofing assembly



Figure 20: De-bonded waterproofing at CMU starter courses

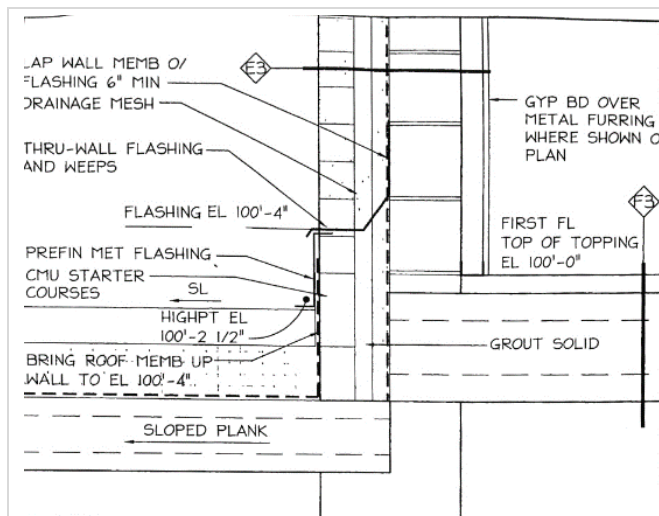


Figure 21: Construction Document Detail 8A/48

Discussion/Repair Recommendations

The repair recommendation options below were used to estimate the total project Rough Order of Magnitude (ROM) pricing included. Note that ROM pricing is inclusive of pricing provided by Advanced Masonry Restoration, added contingency to account for unforeseen conditions, and added budget for Lerch Bates to provide Design and Construction Administration Services.

As a next step, Lerch Bates can provide a proposal for the repair scope elected to prepare Construction Documents, competitively bid the project, and provide Construction Administration services.

See Attachment B for extents of each recommended repair scope:

SCOPE A: BRICK CLAD WALLS AT PLAZA/PATIO

There are multiple potential paths for water intrusion at the brick-clad plaza/patio walls which include the following (See Figure 22 below):

- Water intrusion is possible through the brick veneer through the porous mortar joints and any cracks in the brick veneer or mortar joints. Without a membrane on the CMU back-up wall or a thru-wall flashing at the base of the wall, water gets behind the brick veneer will bypass the upturned plaza waterproofing onto the precast plank below.
- Additionally, at the east patio wall, there was no counterflashing to protect the top edge of the termination bar leaving the termination bar exposed to weather.
- At the precast stone coping, water can enter through failed sealant joints between the coping stones where it would accumulate on the flashing membrane. Horizontally migrating water on the flashing membrane could bypass the membrane at the unadhered laps and continue down the CMU back-up wall to the precast plank below.
- On the parking lot side of the wall, water can penetrate the exposed porous CMU wall and bypass the upturned membrane that is concealed behind the pavement curb.

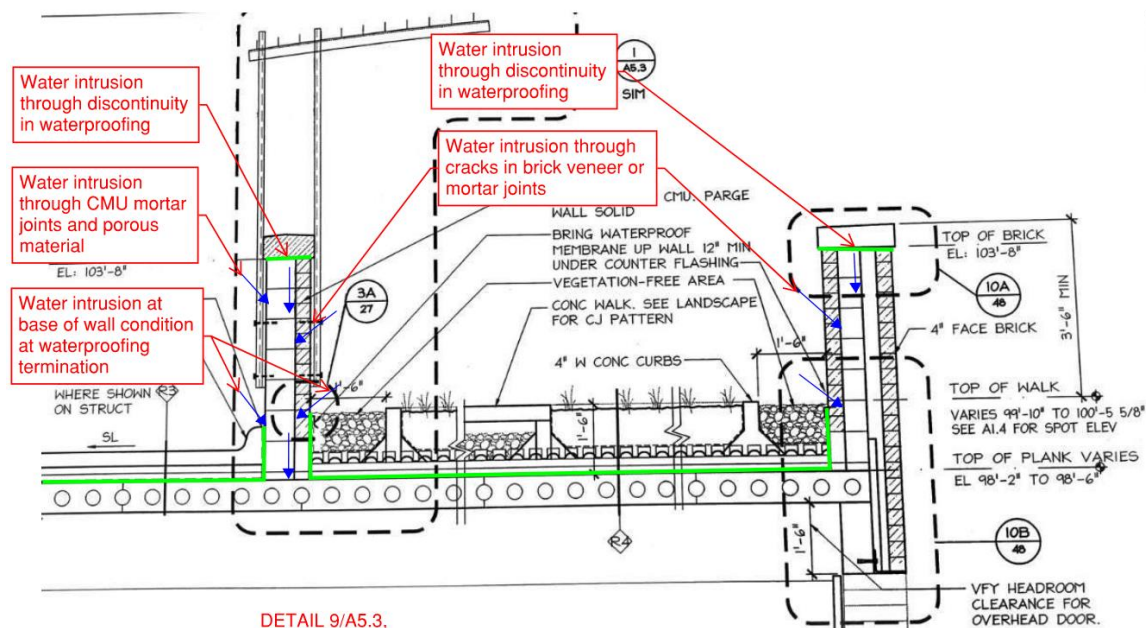


Figure 22: Water Intrusion Pathways

Removing the brick veneer and coping cap stones to install a continuous membrane on the back-up CMU wall that is tied-in with the plaza waterproofing is recommended to eliminate water intrusion potential at the brick-clad walls. Refer to Figure 23 below for recommended repair sketch.

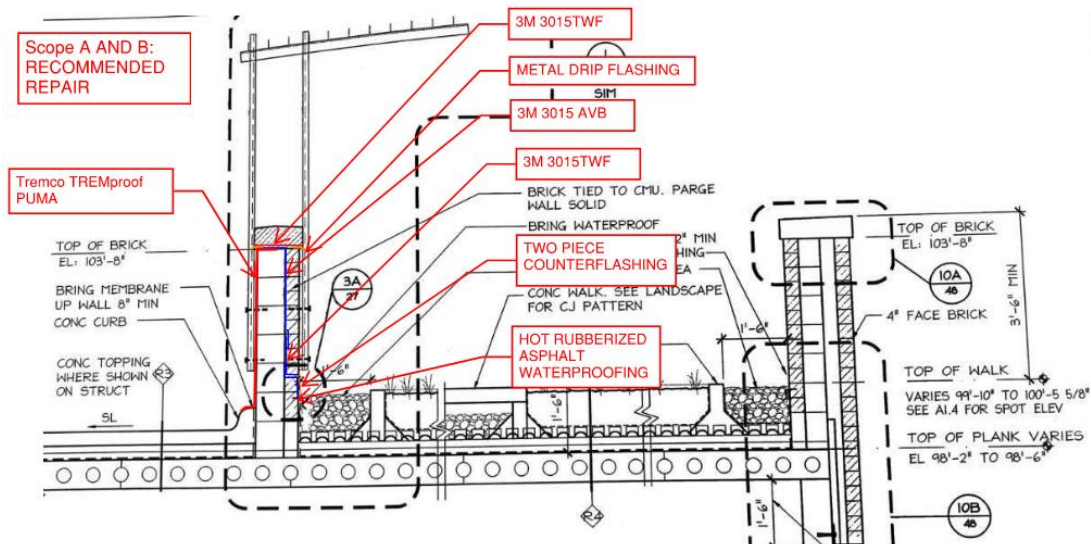


Figure 23: Water Intrusion Pathways

Recommended Scope: Plaza/patio east and west walls

- Temporarily remove and store steel trellis assembly.
- Remove brick veneer and precast cap stone to expose CMU back-up wall.
- Remove landscaping at base of wall to expose the existing upturned waterproofing membrane.
- Install new air and weather barrier membrane on the CMU back-up wall that ties-in with the existing upturned waterproofing membrane to create continuous water protection layer.
- Install stainless steel thru-wall flashing at first brick course above finished grade tied-in with the air and weather barrier.
- Re-install brick veneer.
- Install full-width flashing membrane on top of back-up wall with drip metal at outside face of brick.
- Re-install precast cap stones with backer rod and sealant at joints.
- Re-install steel trellis assembly.
- **Total ROM estimate: \$312,000**

The CMU back-up wall behind the stone veneer on the north wall also does not have a weather barrier membrane and is a potential path for water intrusion. However, the risk for water intrusion is less because the below-grade foundation waterproofing does extend up the bottom two courses of the CMU back-up and the stone veneer is above the exterior foundation wall, not a wall built off of the precast lid.

The following alternate scope to install a continuous membrane on the north back-up CMU wall should be considered the lowest priority, depending on available budget.

Add Alternate Scope: North parking lot wall

- Temporarily remove and store steel trellis assembly.
- Remove stone veneer and precast cap stone to expose CMU back-up wall.
- Install new air and weather barrier membrane on the CMU back-up wall that ties-in with the existing upturned waterproofing membrane to create continuous water protection layer.
- Install stainless steel thru-wall flashing at stone veneer ledge, above finished grade, tied-in with the air and weather barrier.
- Re-install stone veneer.
- Install full-width flashing membrane on top of back-up wall with drip metal at outside face of stone.
- Re-install precast cap stones with backer rod and sealant at joints.
- Re-install steel trellis assembly.
- **Total ROM estimate: \$462,000**

SCOPE B: EXPOSED CMU SIDE OF WALLS

The exposed CMU on the parking lot side of the walls is another potential path for water intrusion, through the porous surface of the CMU blocks and mortar joints, as well as any cracks that have formed. Once within the CMU block wall, water can drain down to the precast plank bypassing the upturned waterproofing membrane. See Figure 22 above for a sketch indicating the pathways for water intrusion at this condition.

Covering the CMU wall surface with either an exposed waterproofing coating, or an air and weather barrier and cladding, is recommended to eliminate water intrusion potential on the parking lot side of the walls. See Figure 23 above for recommended repair sketch. Lerch Bates recommends that the exposed CMU wall surfaces on both the wall separating the parking lot from the patio and the north parking lot wall are included in the repair scope.

Recommended Scope: East and North parking lot walls

Option 1: Exposed waterproofing

- Temporarily remove and store steel trellis assembly.
- Prep surface of CMU wall and install exposed cold-applied waterproof coating full-height of CMU wall and extend it onto the curb and down vertical surface of the curb to act as flashing. Tremco TREMPROOF PUMA is the cold-applied coating Lerch Bates recommends due to its fast cure times and durability.
- Re-install steel trellis assembly.
- Note that budget also includes scope to remove the north wall cap stones, install membrane flashing, and re-install the cap stones to eliminate the potential for water to get into the top of back-up wall and bypass the new coating.
- **Total ROM estimate: \$428,000**

Option 2: Membrane and metal cladding

- Temporarily remove and store steel trellis assembly.
- Prep curb and base of CMU wall surfaces and install cold-applied waterproof coating on curb and bottom 4" of CMU to act as base of wall flashing.
- Install self-adhered air and weather barrier membrane on remainder of CMU wall surface.
- Re-install steel trellis assembly.
- Install metal cladding over air and weather barrier and trim around steel trellis posts.
- Note that budget also includes scope to remove the north wall cap stones, install membrane flashing, and re-install the cap stones to eliminate the potential for water to get into the top of back-up wall and bypass the new membrane and cladding.
- **Total ROM estimate: \$462,000**

SCOPE C: THROUGH WALL FLASHING REPAIR AND TIE-IN TO PLAZA WATERPROOFING

The parking lot waterproofing membrane upturns onto the curb at the base of the exterior wall but stops short of the thru-wall flashing. The area of the curb between is vulnerable to water intrusion and once within the masonry curb can bypass the upturned membrane. Additionally, the unadhered leading edge of the upturned membrane provides another path for water intrusion between the membrane and the curb. The base of brick veneer thru-wall flashing has deteriorated due to age and is no-longer considered water-tight. The sealant that has been applied over the existing weeps also prevents any water on the thru-wall flashing from existing the wall. Refer to Figure 24 below for illustration of potential water intrusion paths.

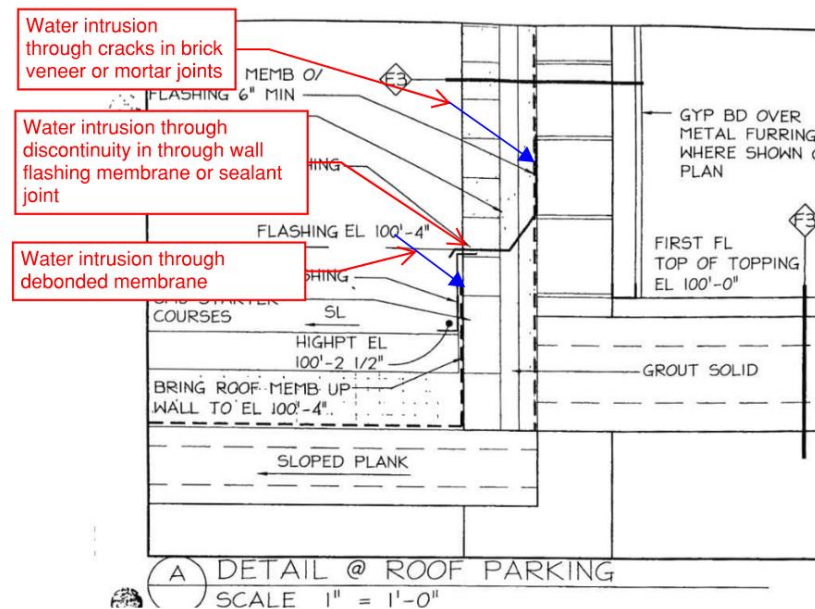


Figure 24: Water Intrusion Pathways

To eliminate the water intrusion path at this condition, removing the bottom courses of the brick veneer and the adjacent topping slab and insulation to install waterproofing that ties into the existing horizontal waterproofing and extends 8" above the finished grade is recommended. Additionally, removal of the bottom (3) courses of the brick veneer to install a new thru-wall flashing, drip metal, and weeps is also recommended. Refer to Figure 25 below for diagram of the base of wall recommended repairs.

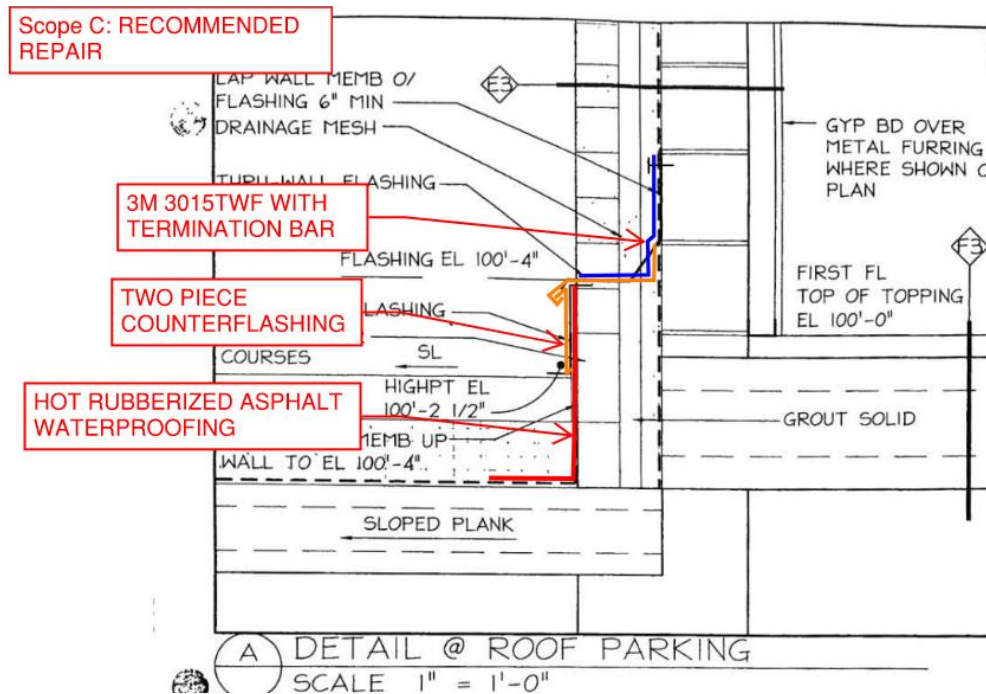


Figure 25: Contract Document Detail 8A/48 – Recommended Repair

Recommended Scope: Thru-wall flashing repair and tie-in to plaza waterproofing.

- Remove topping slab, rigid insulation, and drainage mat along base of wall to expose perimeter of horizontal waterproofing.
- Remove bottom (3) courses of brick veneer.
- Install new waterproofing that ties into the existing horizontal waterproofing and extends up the curb and onto the back-up wall to an elevation 8" above finished grade.
- Install stainless steel metal flashing tied-in with waterproofing with weeps at brick veneer ledge with counterflashing to conceal the upturned waterproofing below.
- Re-install brick veneer, drainage mat, rigid insulation, and topping slab.
- **Total ROM estimate: \$105,000**

SCOPE D: FLASHING TIE-IN WITH BASE OF WINDOW AND TIE-IN AT SIDES TO THROUGH WALL FLASHING AT BOTH RETURN WALLS (PLAZA AND LANDSCAPED AREA)

Two waterproofing systems meet below the jambs of the stairwell window. The below-grade waterproofing below the window stops aligned with the window jamb and is not tied-in with the upturned plaza waterproofing. The discontinuity of waterproofing at the corner of Stair E creates a path for water intrusion at both corners of the stair well. Moisture in the backfilled soil can migrate through the porous masonry and at any cracks.

Waterproofing tie-ins at each corner of the stair well are recommended to eliminate the discovered water intrusion paths. Refer to Figure 26 below for isometric sketch of the waterproofing tie-in needed to connect the two waterproofing systems.

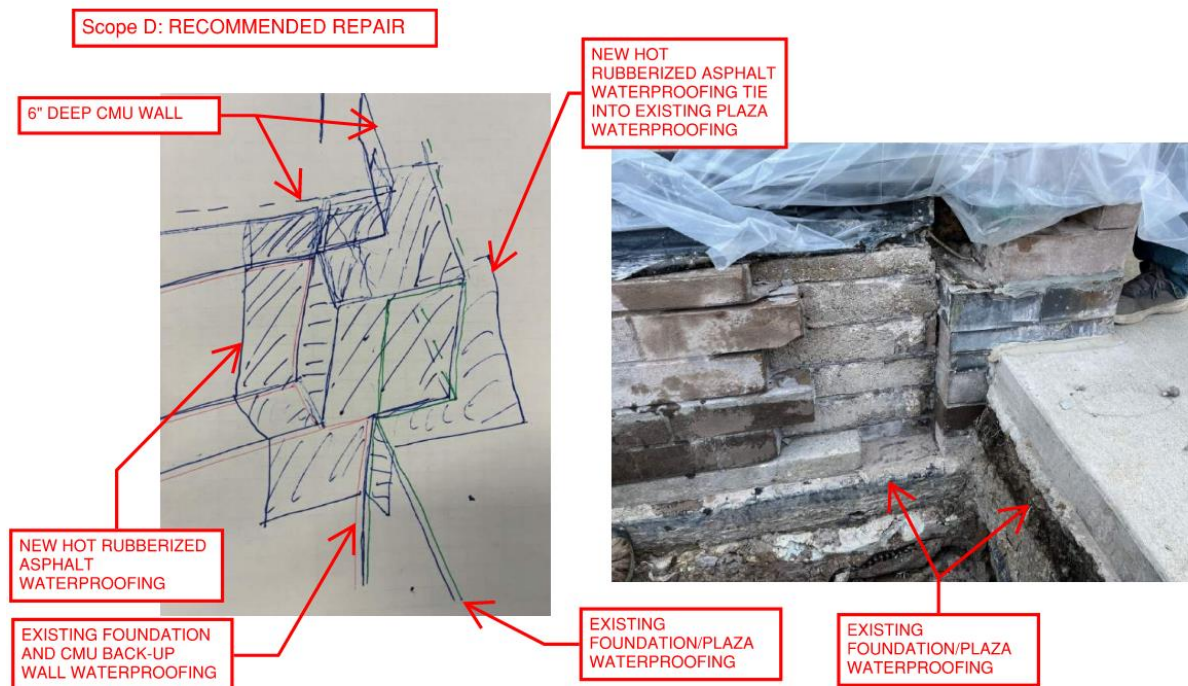


Figure 26: Recommended Repair

Recommended scope: flashing tie-in with base of window and tie-in at sides to thru-wall flashing at one end and plaza too at other end.

- Remove brick veneer, grout, and rigid insulation below windowsill.
- Remove topping slab, rigid insulation, and drainage mat along base of west stairwell wall to expose perimeter of horizontal waterproofing.
- Remove bottom (3) courses of brick veneer on west and east stairwell walls.
- Excavate along north and west stairwell wall.
- Along west wall: Install new waterproofing that ties into the existing horizontal waterproofing along the west wall and extends up the curb and onto the back-up wall to an elevation 8" above finished grade. Install stainless steel metal flashing tied-in with waterproofing with weeps at brick veneer ledge with counterflashing to conceal the upturned waterproofing below.
- At south wall: Install new waterproofing tie-ins below each window jamb.
- At east wall: Install new waterproofing that ties into the existing below-grade waterproofing and extends up the curb and onto the back-up wall to an elevation 8" above finished grade. Install stainless steel metal flashing tied-in with waterproofing with weeps at brick veneer ledge with counterflashing to conceal the upturned waterproofing below.
- Re-install brick veneer, drainage mat, rigid insulation, and topping slab.
- Back-fill and restore landscaping.
- **Total ROM estimate: \$54,000**

The determinations and results described in this report are based on information available at the time of the observation and preparation of this report. Should additional information or unknown conditions be uncovered or made available, Lerch Bates retains the right to revise and supplement this report accordingly. In addition, this report is a general summary of writings, recordings, photographs, and other information, which is available for review and placed within the job file.



OBSERVED AND PREPARED BY:

Anna McMurtry, P.E.

Consultant II



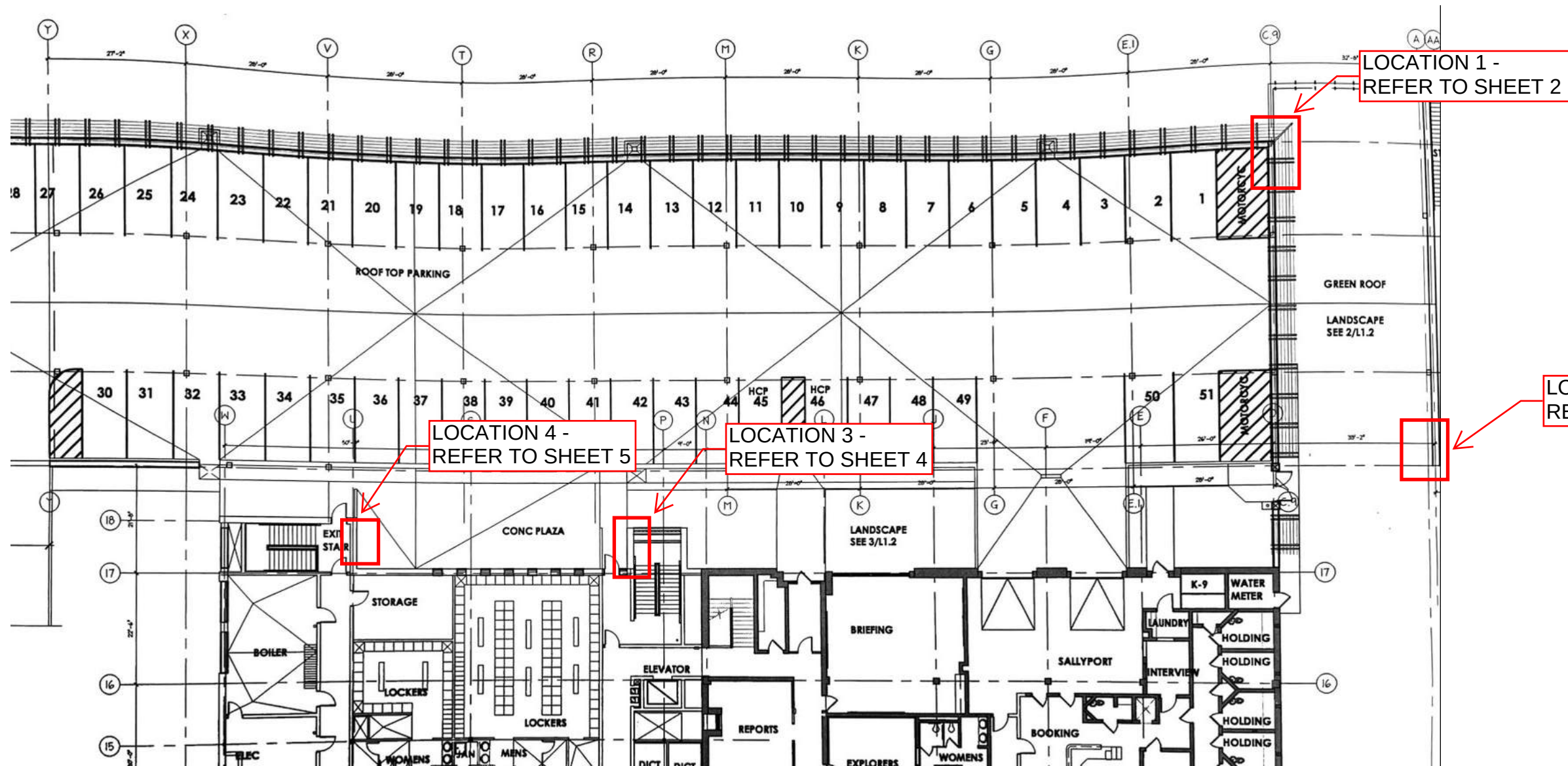
REVIEWED BY:

Tor Oksnevad, P.E.

Director of Operations

AEM:TLO:vs

Attachments: A – Destructive Testing Protocol
 B – Repair Scope Diagrams



DESTRUCTIVE TESTING REFERENCE PLAN

- NOTES:
- PROVIDE LABOR AND MATERIALS TO REMOVE EXISTING MATERIALS NOTED AND RESTORE TO PRE-EXISTING CONDITION FOLLOWING INVESTIGATION AND DOCUMENTATION.
 - WHERE HAND EXCAVATING, FIRST REMOVE SOD IN LARGE PIECES, CUTTING HORIZONTALLY UNDER ROOTS, AND SET ASIDE SO IT CAN BE RE-LAID.
 - TAKE CARE WHEN REMOVING MASONRY UNITS SO AS TO REMOVE THEM WHOLE FOR THE PURPOSE OF RE-INSTALLING.
 - TAKE CARE WHEN CUTTING EXISTING INSULATION TO NOT DAMAGE THE EXISTING WATERPROOFING BELOW.
 - REPAIR ANY INCIDENTAL DAMAGE TO WATERPROOFING MEMBRANE OR FINISHES AS A RESULT OF THE DESTRUCTIVE TESTING.
 - INCLUDE DISPOSAL OF REMOVED MATERIALS NOT TO BE RE-INSTALLED, INCLUDING BUT NOT LIMITED TO THE DEMO'D SLAB AND MASONRY MORTAR.



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612-284-7080 (tel)

www.lerchbates.com

PLYMOUTH CITY HALL GARAGE

DESTRUCTIVE TEST OPENING PROTOCOL

3400 PLYMOUTH BLVD, PLYMOUTH, MN 55447

JOB No:
R0100049857

TASK:
305

ISSUE DATE:
06/06/2024

DRAWN BY:
TLO

CHECKED:
TLO

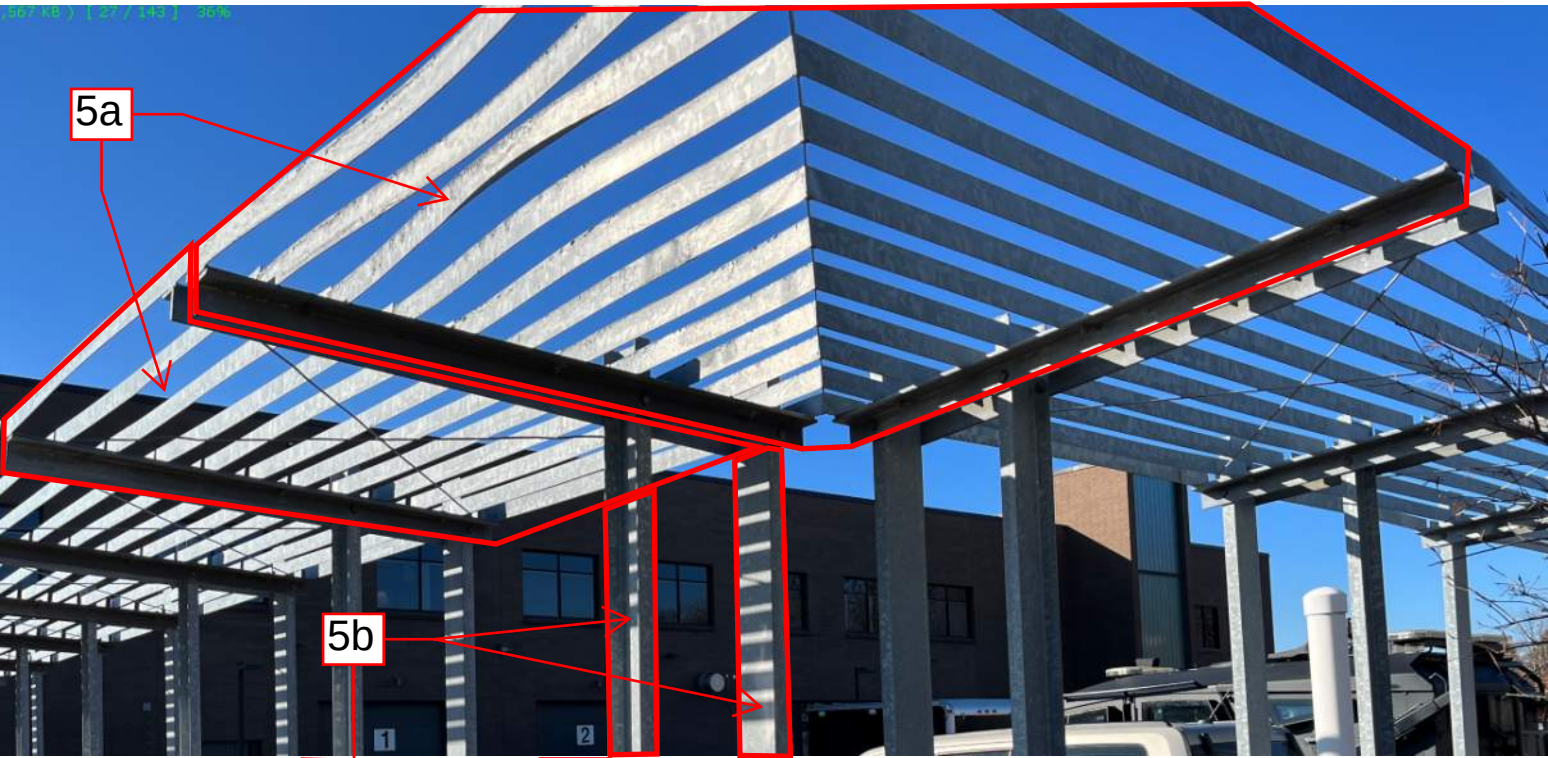
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REVISION HISTORY

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SHEET No:
SHEET 1

SHEET SIZE 11x17



DESTRUCTIVE TESTING LOCATION 1:

- 1. REMOVE STONE VENEER PIECES INDICATED.
- 2. REMOVE BRICK VANEER UNITS INDICATED.
- 3. AT AREA INDICATED: SCAPE MULCH TO THE SIDE, PEEL BACK FABRIC IF PRESENT, AND HAND EXCAVATE AGAINST BOTH WALLS 12-INCHES IN TOTAL DEPTH TO EXPOSE FOUNDATION WATERPROOFING. SET SOIL ON DROP CLOTH OR TARP TO PREVENT MIXING WITH MULCH.
- 4. AT AREA INDICATED: SCAPE ROCK TO THE SIDE, PEEL BACK FABRIC IF PRESENT, CUT-OUT INSULATION AND DRAINAGE MAT IN NEAT SECTIONS TO EXPOSE HORIZONTAL WATERPROOFING AND UPTURN ONTO BRICK WALL. NOTE ASSMEBLY IS APPROXIMATELY 16-INCHES DEEP.
- 5a. REMOVE (2) PREFABRICATED TRELLIS PANELS INDICATED BY REMOVING BOLTS.
- 5b. REMOVE (2) TRELLIS POSTS INDICATED BY REMOVING ANCHOR BOLT NUTS ON EACH SIDE OF WALL.
- 5c. CUT-OUT SEALANT JOINTS AND REMOVE 6-FOOT LONG CAP STONE.

NOTES:
AFTER OBSERVATION, RESTORE EACH OPENING TO PRE-EXISTING CONDITION.



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SHEET 2

SHEET SIZE 11x17



DESTRUCTIVE TESTING LOCATION 2:

1. AT AREA INDICATED: SCAPE MULCH TO THE SIDE, PEEL BACK FABRIC IF PRESENT, AND HAND EXCAVATE APPROXIMATELY 16-INCHES AND NEATLY CUT-OUT INSULATION AND DRAINAGE MAT TO EXPOSE TOP OF PLAZA TO FOUNDATION WALL TRANSITION.

2. REMOVE BRICK VANEER UNITS INDICATED.

NOTES:
AFTER OBSERVATION, RESTORE EACH OPENING TO PRE-EXISTING CONDITION.



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SHEET No:
SHEET 3

SHEET SIZE 11x17



DESTRUCTIVE TESTING LOCATION 3:

- 1. AT AREA INDICATED: CUT HORIZONTALLY UNDER SOD TO CREATE AN INTACT SQUARE CUT AND SET ASIDE AND HAND EXCAVATE APPROXIMATELY 16-INCHES TO EXPOSE TOP OF PLAZA TO FOUNDATION WALL TRANSITION AND BASE OF BRICK VENEER BELOW WINDOW SILL. SET SOIL ON DROP CLOTH OR TARP.
- 2. REMOVE SILL STONE.
- 3. REMOVE BRICK VANEER UNITS INDICATED. NOTE WHERE BRICK MEETS GRASS, UP TO (2) ADDITIONAL BURIED COURSES MAY NEED TO BE REMOVED TO REACH BASE OF WALL THRU-WALL FLASHING.

NOTES:
AFTER OBSERVATION, RESTORE EACH OPENING TO PRE-EXISTING CONDITION.



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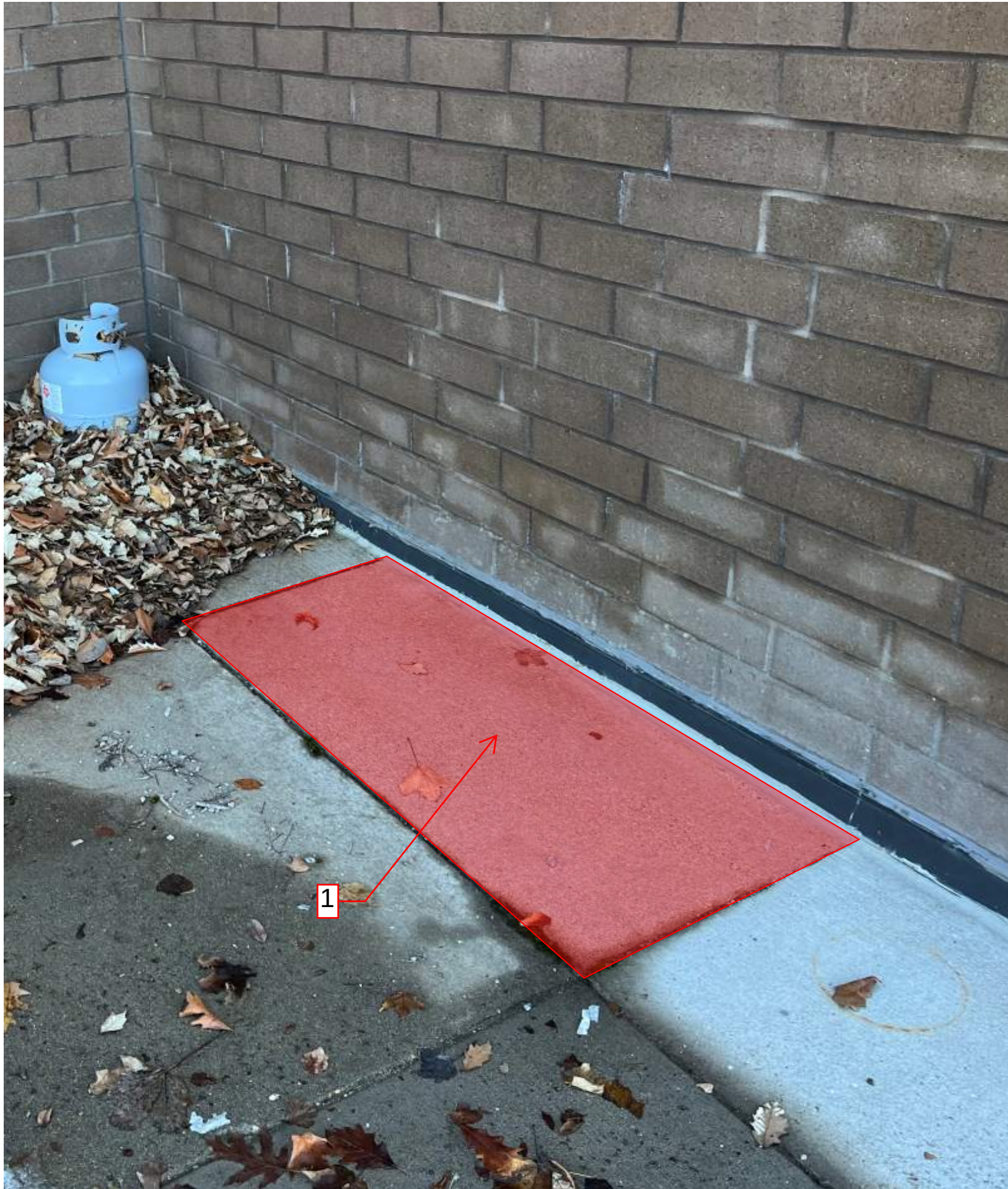
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SHEET 4

SHEET SIZE 11x17



DESTRUCTIVE TESTING LOCATION 4:

1. AT AREA INDICATED: CUT OUT PANEL OF TOPPING SLAB AND CUT OUT INSULATION BELOW IN NEAT PANEL TO EXPOSE EXISTING WATERPROOFING MEMBRANE AND UPTURN ONTO BRICK WALL.

NOTES:
AFTER OBSERVATION, RESTORE EACH OPENING TO PRE-EXISTING CONDITION. PROVIDE AIR-ENTRAINED CONCRETE WITH THICKNESS AND REINFORCEMENT TO MATCH EXISTING. UTILIZE JOINT MATERIAL AT PERIMETER OF REPLACEMENT PANEL. TOOL PANEL EDGES AND BROOM SURFACE TO MATCH EXISTING. SEAL PERIMETER OF REPLACEMENT PANEL WITH BACKER ROD AND POLYURETHANE SEALANT.



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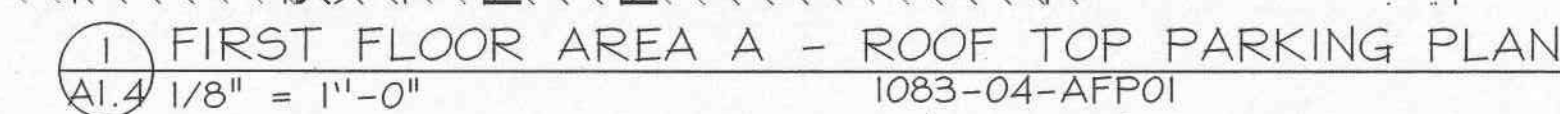
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SHEET 5

SHEET SIZE 11x17

- DO NOT SCALE THE DRAWINGS FOR CONSTRUCTION PURPOSES. USE PLAN INFORMATION, DIMENSIONS, DETAILS, AND FIELD VERIFICATION. REPORT OMISSIONS OR DISCREPANCIES TO THE ARCHITECT IMMEDIATELY FOR CLARIFICATION.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS. ANY DISCREPANCIES BETWEEN THE PLANS AND FIELD CONDITIONS SHALL BE REPORTED TO THE ARCHITECT PRIOR TO PROCEEDING WITH THE WORK.
3. SEE ATTACHED DETAIL BOOK FOR REFERENCED DETAILS NOT INCLUDED ON LARGE SHEET DRAWINGS.
4. SEE ATTACHED DETAIL BOOK ABBREVIATIONS AND NOTATION SYMBOLS LEGEND. CIVIL, STRUCTURAL, MECHANICAL, AND ELECTRICAL ABBREVIATIONS MAY VARY FROM THE ARCHITECTURAL STANDARDS AND/OR DRAWINGS FOR DEFINITIONS RELATED TO THE VARIOUS DISCIPLINES.
5. VERIFY LOCATION, SIZE, AND WALL THICKNESS REQUIRED TO RECESS ITEMS, INCLUDING MECHANICAL AND ELECTRICAL ITEMS, AND IN ORDER TO MAINTAIN FIRE RATING REQUIREMENTS OF WALLS (AS REQUIRED). THIS INCLUDES MECHANICAL AND ELECTRICAL ITEMS SUCH AS ELECTRICAL PANELS, DUCTS, PIPES, AND UNIT VENTILATION, AS WELL AS ARCHITECTURAL ITEMS SUCH AS FIRE EXTINGUISHER CABINETS.
6. WHERE PIPING, STRUCTURAL COMPONENTS, DUCTS, CONDUITS, ETC, PASS THROUGH NON-RATED WALLS SUCH PENETRATIONS SHALL BE SEALED AT BOTH SIDES WITH GROUT, PLATES, OR DRYTALL TAPE AND COMPOUND AS APPLICABLE TO THE WALL CONSTRUCTION. AT FIRE-RATED WALLS USE FIRESTOPPING SYSTEM AS SPECIFIED. FIRESTOPPING AT EACH OPENING IS THE RESPONSIBILITY OF THE TRADE REQUIRING THE PENETRATION, UNLESS OTHERWISE SPECIFIED.
7. PROVIDE BLOCKING AS REQUIRED BEHIND ALL MOUNTED ITEMS. BLOCKING SHALL BE FIRE-RETARDANT TREATED.
8. ARCHITECTURAL FINISH FLOOR ELEVATIONS ARE TO TOP OF CONCRETE SLAB OR TOPPING.
9. AT EXISTING CONSTRUCTION, INFILL OPENINGS AND REPAIR AND FINISH ALL EXPOSED FLOOR HALL AND CEILING SURFACES DAMAGED BY DESTRUCTION AND REMODELING. THIS INCLUDES REMOVAL AND/OR RELOCATION OF MECHANICAL AND ELECTRICAL EQUIPMENT. AT CONCEALED LOCATIONS INFILL OPENINGS IN RATED CONSTRUCTION WITH EQUIVALENT FIRE-RATED CONSTRUCTION. SEE ADDITIONAL SPECIFICATIONS REGARDING COORDINATION OF WORK WITH THE OWNER'S OPERATIONS AND THE PROJECT'S PHASING. WORK SHALL FOLLOW THE PHASING PLAN AND PROJECT SCHEDULE. SEE SPECIFICATIONS.
10. THE OWNER WILL CONTINUE TO OCCUPY AND USE PORTIONS OF THE SITE AND EXISTING BUILDINGS DURING CONSTRUCTION. COMPLY WITH ALL REQUIREMENTS FOR SPECIFIC AREAS REGARDING COORDINATION OF WORK WITH THE OWNER'S OPERATIONS AND THE PROJECT'S PHASING. WORK SHALL FOLLOW THE PHASING PLAN AND PROJECT SCHEDULE. SEE SPECIFICATIONS.

1. SEE CODE PLANS FOR FIRE RATED WALL LOCATIONS AND RATINGS.
2. FOR WALL TYPE INFORMATION SEE DETAIL BOOK SECTION 30.
3. SEE REFLECTED CEILING PLANS FOR CEILING HEIGHTS.
4. SEE FINISH PLANS FOR ROOM FINISHES, AND FOR EXTENT OF GLAZED & BURNISHED CONCRETE BLOCK.
5. SEE MECHANICAL AND ELECTRICAL DRAWINGS FOR LOCATIONS OF RELATED EQUIPMENT.
6. DIMENSIONS NOTED ON PLANS AT EXTERIOR WALLS ARE TO THE FACE OF MASONRY UNITS.
7. AT ROOMS WITH FLOOR DRAINS, SLOPE CONCRETE/TOPPING 1/16"/FT. TO DRAIN UNLESS NOTED OTHERWISE.
8. SEE DEMOLITION PLANS FOR TEMPORARY PARTITIONS AND DOORS. COORDINATE CONSTRUCTION AND REMOVAL OF TEMPORARY CONSTRUCTION WITH NEW CONSTRUCTION.
9. SEE MECHANICAL DRAWINGS FOR FOUNDATION DRAINAGE SYSTEM LAYOUT.

Scope D:



- (2) WIRE MESH PARTITION
- (3) WIRE MESH PARTITION GATE, SEE OPENING SCHEDULE
- (4) WALL EXPANSION JOINT, SEE DETAILS 4B/79, 5/79
- (4) FLOOR EXPANSION JOINT, SEE DETAIL 4A/79
- (5) ACCESS PANEL 2'H X 3'4" - COORD. W/MECH.
- (6) "SMOKE GUARD" SMOKE CURTAIN AT ELEVATOR DOOR, RECESS IN CEILING.
- (7) NOT USED
- (8) GUN RACKS BY OWNER, INSTALLED BY GC
- (9) DEPRESS FLOOR SLAB FOR (2) LAYERS OF 1/2" PLYWOOD
- (10) GC TO REINSTALL OWNER'S EXISTING GUN RACK
- (11) REMOVE EXISTING DOOR & HARDWARE. FRAME TO REMAIN. PATCH W/1 FRAME WHERE HARDWARE WAS REMOVED.
- (12) PROVIDE CARPET DRAG CONCRETE FINISH AT WASH BAY
- (13) RELOCATE OWNER'S KEYBOX ON WALL
- (14) 6" RAISED SLAB TO MATCH EXTERIOR SLAB ELEV.
- (15) WALL MOUNT TV BRACKET
- (16) CEILING MOUNT TV BRACKET, ANCHOR TO STRUCTURE ABOVE. PROVIDE STEEL ANGLE FRAMING AS REQUIRED.
- (17) PROVIDE INTERIOR ACoustic/STORM WINDOW UNIT AT EXISTING WINDOW. SEE SPEC
- (18) REINSTALL SALVAGED BOOKING GRAYBOARD.
- (19) PATCH WALL, TYPICAL WHERE WALLS WERE DEMOLISHED
- (20) ALTERNATE #9: PROVIDE NEW WINDOW SILLS
- (21) EXTEND WALL FINISH UP WALLS AS REQUIRED BY NEW CEILING
- (22) REINSTALL REFINISHED CABINET
- (23) LOCKER TYPE 1, TYP., SEE DETAIL 3B/103
- (24) LOCKER TYPE 2, TYP., SEE DETAIL 3A/103
- (25) LOCKER ROOM BENCH

WORK IN THIS AREA IS LIMITED TO THAT REQUIRED BY MECHANICAL AND ELECTRICAL WORK, UNLESS NOTED OTHERWISE. SEE MECHANICAL AND ELECTRICAL DRAWINGS.

WORK IN THIS AREA IS SHOWN ON A DIFFERENT SHEET.

ELEVATION REFERENCES:
ELEVATION NUMBER
SHEET NUMBER

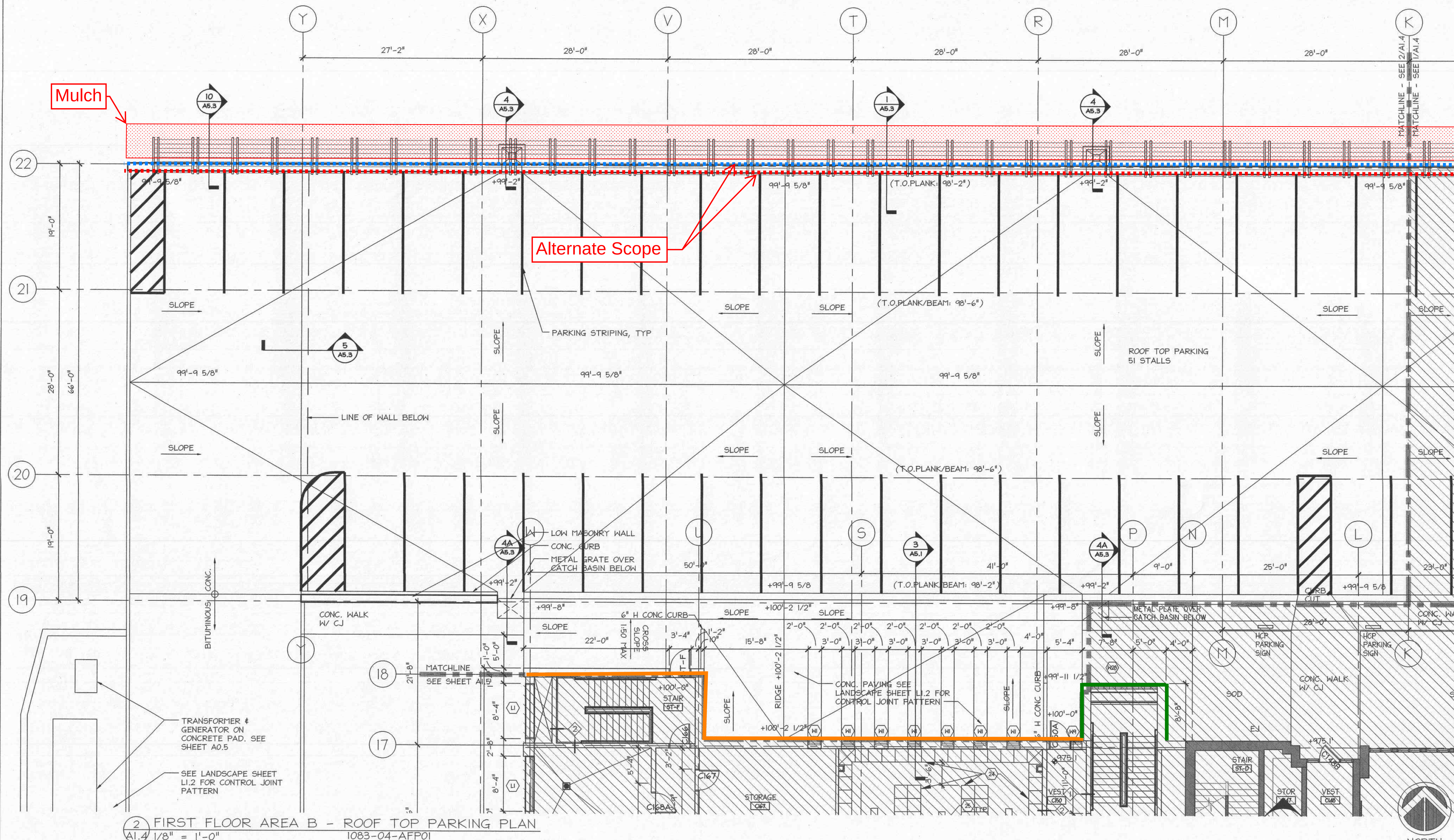
DETAIL REFERENCES:
DETAIL NUMBER
DETAIL DIVISION

ROOM1
000

WINDO
W

EXISTING WALL
NEW WALL

WALL TYPE TAG



Scope A AND B:
RECOMMENDED
REPAIR

Tremco TREMproof
PUMA

TOP OF BRICK
EL: 103'-8"

BRING MEMBRANE
UP WALL 8" MIN
CONC CURB

CONC TOPPING
WHERE SHOWN
ON STRUCT

SL

3M 3015TWF

METAL DRIP FLASHING

3M 3015 AVB

3M 3015TWF

BRICK TIED TO CMU. PARGE
WALL SOLID

BRING WATERPROOF

TWO PIECE
COUNTERFLASHING

CONC WALK. SEE LANDSCAPE
FOR CJ PATTERN

HOT RUBBERIZED
ASPHALT
WATERPROOFING

TOP OF BRICK
EL: 103'-8"

10A
48

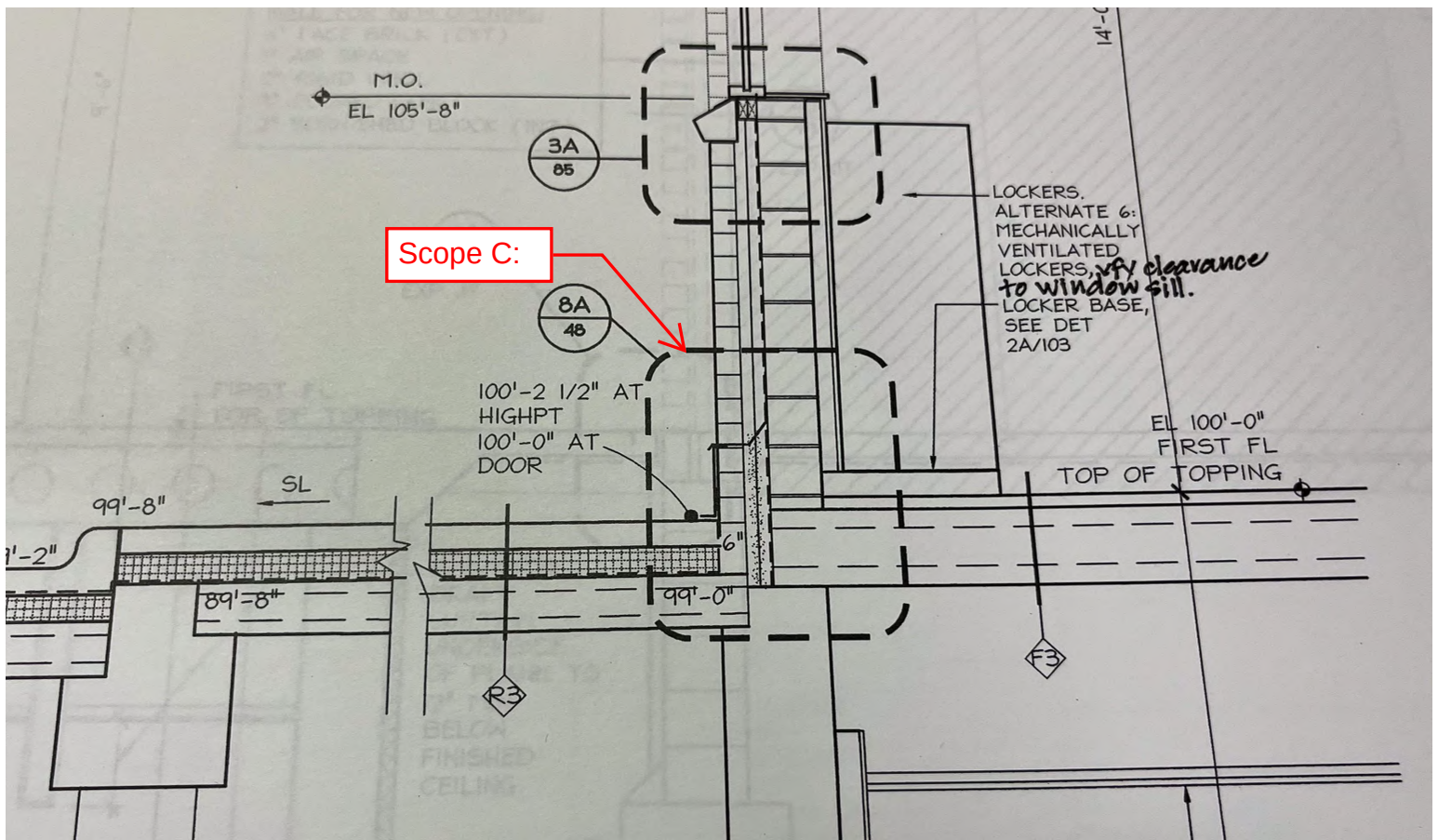
TOP OF WALK
VARIES 99'-10" TO 100'-5 5/8"
SEE A1.4 FOR SPOT ELEV

TOP OF PLANK VARIES
EL 98'-2" TO 98'-6"

10B
48

VFY HEADROOM
CLEARANCE FOR
OVERHEAD DOOR.

DETAIL 9/A5.3,
1/A5.3 SIM.

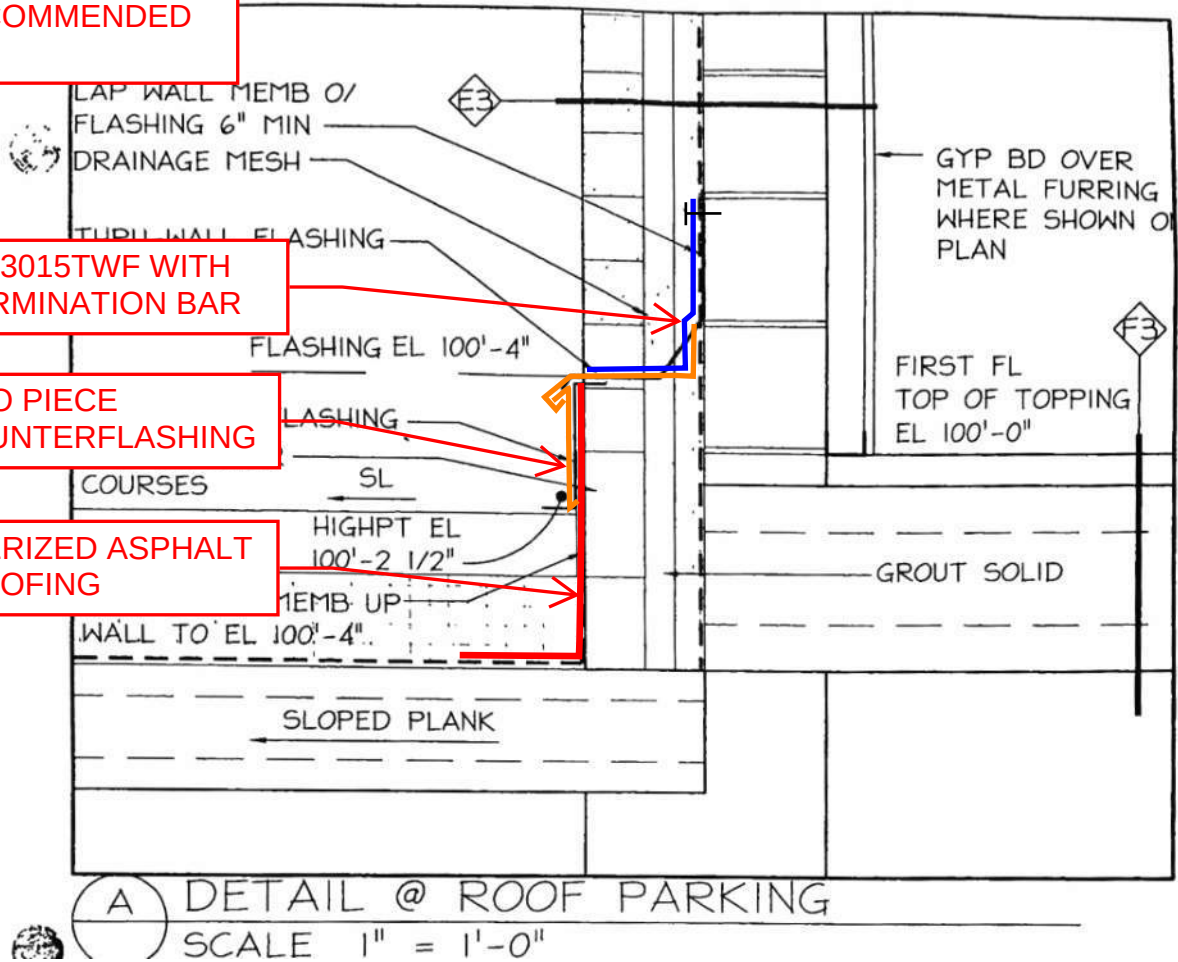


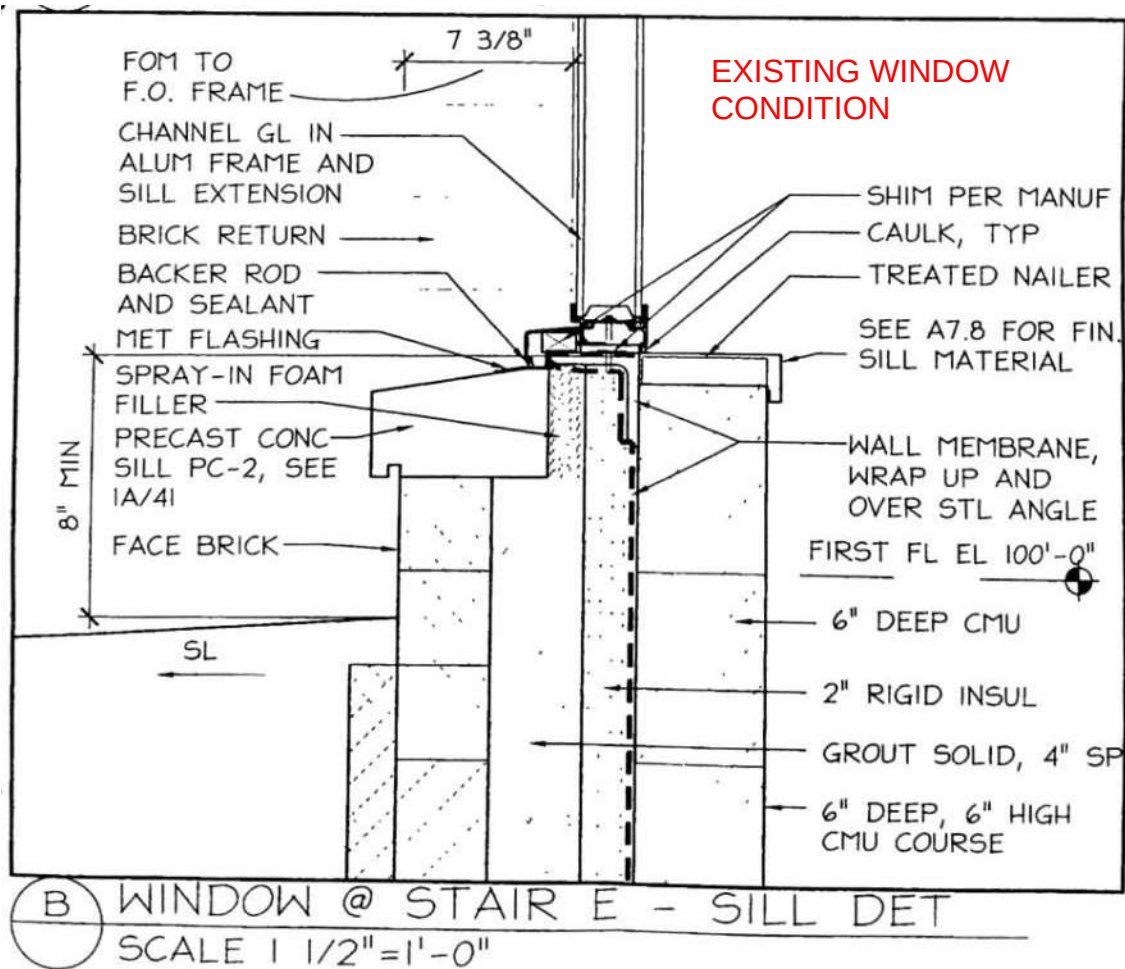
Scope C: RECOMMENDED REPAIR

3M 3015TWF WITH TERMINATION BAR

TWO PIECE COUNTERFLASHING

HOT RUBBERIZED ASPHALT WATERPROOFING





Scope D: RECOMMENDED REPAIR

6" DEEP CMU WALL

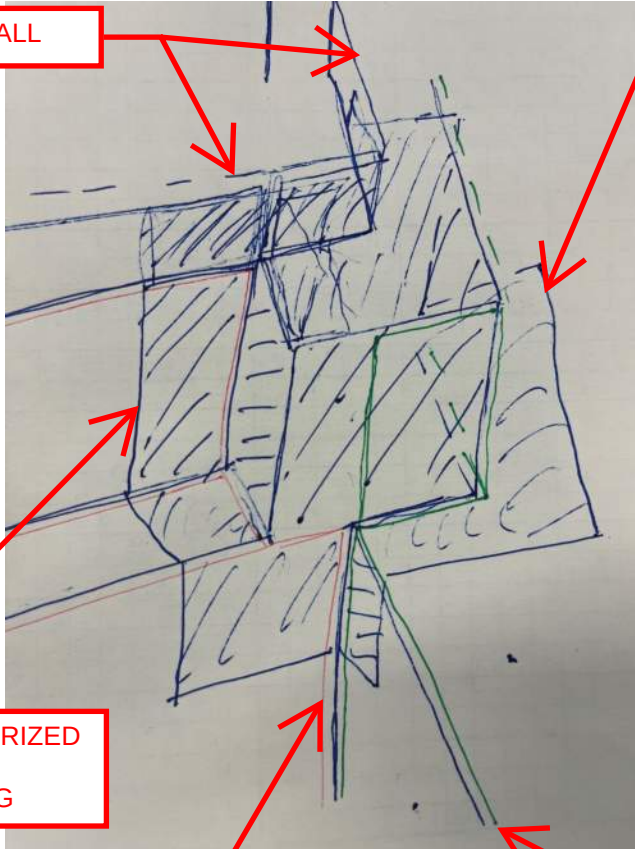
NEW HOT RUBBERIZED ASPHALT WATERPROOFING TIE INTO EXISTING PLAZA WATERPROOFING

NEW HOT RUBBERIZED ASPHALT WATERPROOFING

EXISTING FOUNDATION AND CMU BACK-UP WALL WATERPROOFING

EXISTING FOUNDATION/PLAZA WATERPROOFING

EXISTING FOUNDATION/PLAZA WATERPROOFING



Bid Tabulation: Plymouth City Hall Façade and Plaza Repair

Company	Contractor Compliance	Affidavit	Bid Bond	Addenda 1-3	Base Bid
Advance Masonry Restoration	X	X	X	X	\$448,310
American Masonry Restoration	X	X	X	X	\$400,315

DATE: JULY 16, 2025
TO: AMY HANSON – FLEET AND FACILITIES MANAGER
FROM: ANNA MCMURTRY, P.E. - CONSULTANT II

PROJECT NAME: PLYMOUTH CITY HALL – FACADE AND PLAZA REPAIRS
PROJECT NUMBER: R0100049785

SUBJECT: CONTRACTOR RECOMMENDATION

Dear Ms. Hanson,

Lerch Bates reviewed the low bid from American Masonry Restoration and noted the bid is complete and no exceptions were noted within. Based on the provided responsible bidder evaluations and Lerch Bates's previous experience working with American Masonry Restoration, Lerch Bates is confident in their ability to complete the project and provide a quality product for the City of Plymouth.

Sincerely,

A handwritten signature in blue ink that reads 'Anna McMurtry'.

Anna McMurtry, P.E.

CITY OF PLYMOUTH

RESOLUTION No. 2025-200

RESOLUTION AWARDING CONTRACT FOR THE CITY HALL PLAZA AND PUBLIC SAFETY GARAGE REPAIRS

WHEREAS, the 2025-2034 Capital Improvement Plan (CIP) and 2025 and 2026 budget included the City Hall plaza and Public Safety garage structural walls and flashing repairs due to deterioration and water intrusion; and

WHEREAS, on June 10, 2025, the city advertised for bids; and

WHEREAS, bids were received, and opened and tabulated on July 15, 2025; and

WHEREAS a total of two bids were received; and

WHEREAS, American Masonry Restoration submitted the lowest responsible bid on the project in the amount of \$400,315; and

WHEREAS, the project includes construction administration and oversight services provided by Lerch Bates in the amount of \$42,680 and contingency allowance of \$20,015; and

WHEREAS, the total project cost is \$463,010.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the contract for American Masonry Restoration is approved.

BE IT FURTHER RESOLVED, the amount due to American Masonry Restoration is \$400,315 for repair to the structural walls and flashing repairs, \$42,680 to Lerch Bates for construction administration and oversight, and the city's contingency of \$20,015 for a total expenditure of \$463,010.

BE IT FURTHER RESOLVED that funding would come from Public Facilities Fund 610-70-760-76065-8100.500 in the amount of \$463,010.

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

To: Dave Callister, City Manager

Prepared by: Ben Scharenbroich, Water Resources Supervisor

Reviewed by: Michael Thompson, Public Works Director

Item: **Designate Engineer for Plymouth Creek Stream Restoration Project - Phase 1 (WR250001)**

1. Action Requested:

Adopt attached resolution designating engineer for the Plymouth Creek Stream Restoration Project - Phase 1 (WR250001).

2. Background:

This project is included in the 2025-2034 Capital Improvement Plan (CIP) and will address erosion and sedimentation issues occurring in Plymouth Creek from Dunkirk Lane to 37th Avenue, behind the Plymouth Ice Center (PIC). The project will likely include various erosion repair and buffer restoration techniques, removal of accumulated sediment, education of flood potential, and enhancement of riparian wetlands. The project will be constructed over two phases. Phase 1 will include the section of Plymouth Creek between Dunkirk Lane and Vicksburg Lane, with construction scheduled for winter 2025/2026. Phase 2 will cover Plymouth Creek between Vicksburg Lane and 37th Avenue and is planned for construction in the winter of 2026/2027.

A request for proposals was solicited for engineering services for Phase 1. These services include public engagement, private utility coordination, permitting, design and construction documentation preparation, bidding assistance, and construction inspection. The proposal submitted by Moore Engineering, Inc. demonstrated a strong understanding of the project. The total estimated fee proposed by Moore Engineering, Inc. is \$206,000. Staff have evaluated the proposed cost and estimated hours included in the proposal and determined it is comparable to other projects of this size. Staff recommends designating Moore Engineering, Inc. as the engineer for this project.

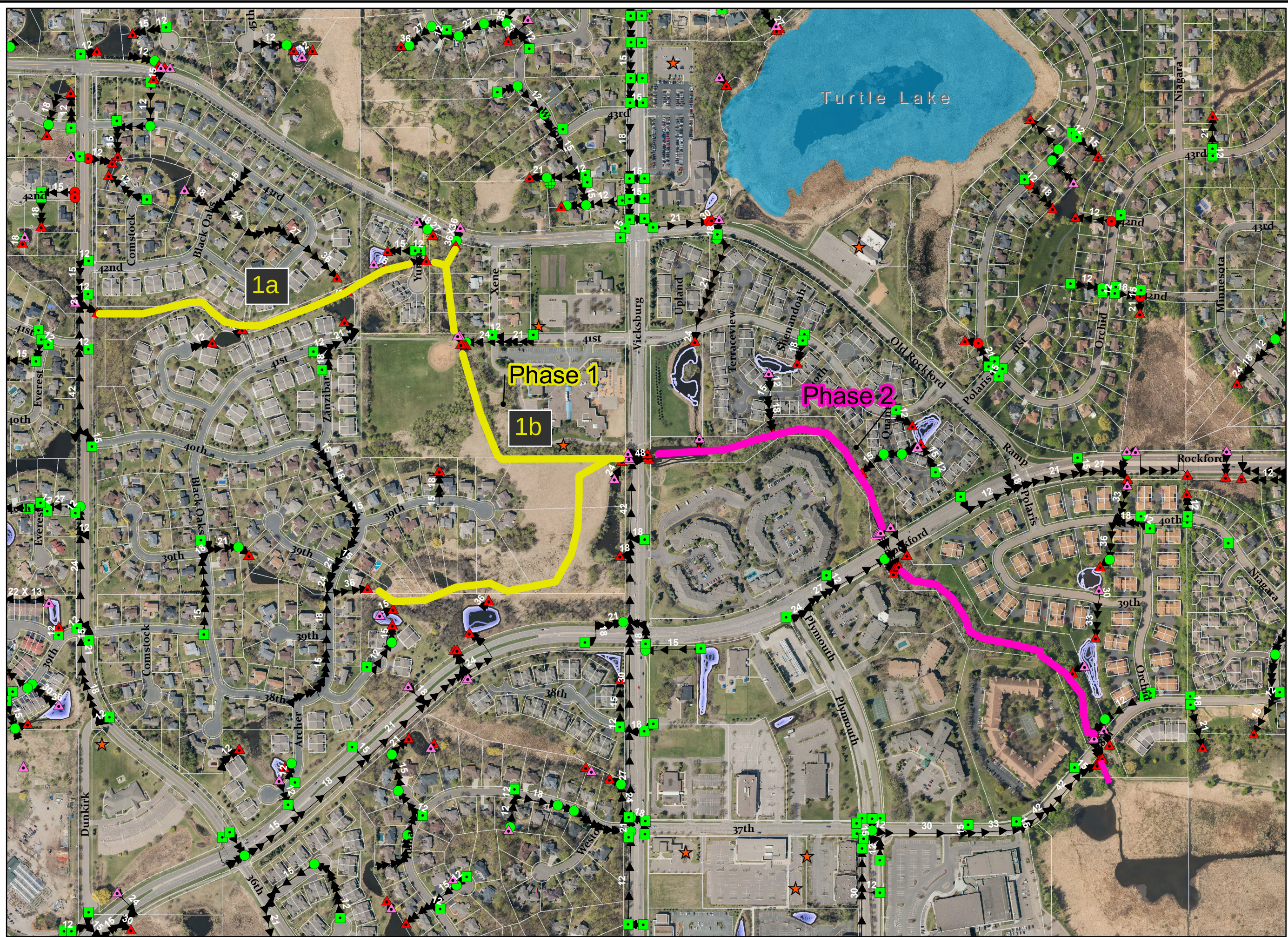
3. Budget Impact:

Design services for Phase 1 of the project are \$206,000 as noted in the section above. The total project budget in the approved 2025-2034 CIP is \$2,600,000 and is funded through the Water Resources Fund.

4. Attachments:

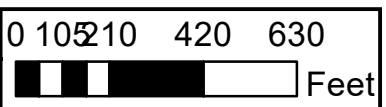
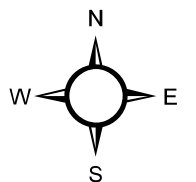
1. Location Map
2. Agreement
3. City Council Resolution 2025-201

Plymouth Creek Stream Restorations Phases



Legend

- ▲ BAP
- ▲ EAP
- Storm_CatchBasin
- Storm_Manhole
- Storm_Outlet
- Storm_Sumps
- Storm_Main
- Storm_Culvert
- Lakes
- Parcels



AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made on the **22nd day of July 2025**, between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation (“CITY”), and **MOORE ENGINEERING, INC.**, a Minnesota corporation (“ENGINEER”).

The CITY and the ENGINEER agree as follows:

1. **Contract Documents.** The ENGINEER agrees to provide engineering services to the CITY in accordance with the following contract documents which are incorporated herein by reference:

- A. This Agreement for Engineering Services.
- B. ENGINEER’s Proposal for Professional Services for **Plymouth Creek Stream Restoration Project**, submitted on **July 11, 2025** (attached).
- C. ENGINEER’s Current Hourly Fee Schedule.

In the event of conflict among the documents, the conflict shall be resolved in descending order of priority, with the document listed first having the highest priority and the document listed last having the lowest priority.

2. **Compensation.** ENGINEER shall be paid by the CITY on an hourly basis in accordance with the hourly fee schedule but not to exceed **\$206,000.00** inclusive of reimbursable expenses as reflected in the estimate of cost exhibit in the **Plymouth Creek Stream Restoration Proposal_July 2025**. The not to exceed fees shall not be adjusted if the estimated hours to perform a task, the number of estimated required meetings or any other estimate or assumption is exceeded.
3. **Optional Services.** Not applicable.
4. **Method of Payment.** ENGINEER may request progress payments as the work is performed. The CITY will normally make payment within thirty-five (35) days of receipt of a properly itemized bill.
5. **Change Orders.** All change orders, regardless of amount, must be approved in advance and in writing by the CITY. No payment will be due or made for work done in advance of such approval.
6. **Standard of Care.** ENGINEER shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. No other warranty, expressed or implied, is included in this Agreement or in any drawing, specification, report, or opinion

produced pursuant to this Agreement. ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of ENGINEER without additional compensation.

7. **Subcontractor.** ENGINEER shall not enter into subcontracts for services provided under this Agreement without the express written consent of the CITY, which consent shall not be unreasonably withheld. The ENGINEER shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of the ENGINEER'S receipt of payment by the CITY for undisputed services provided by the subcontractor. If the ENGINEER fails within that time to pay the subcontractor any undisputed amount for which the ENGINEER has received payment by the CITY, the ENGINEER shall pay interest to the subcontractor on the unpaid amount at the rate of 1-1/2 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the ENGINEER shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the ENGINEER shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
8. **Independent Contractor.** The CITY hereby retains the ENGINEER as an independent contractor upon the terms and conditions set forth in this Agreement. The ENGINEER is not an employee of the CITY and is free to contract with other entities as provided herein. ENGINEER shall be responsible for selecting the means and methods of performing the work. ENGINEER shall furnish any and all supplies, equipment, and incidentals necessary for ENGINEER'S performance under this Agreement. CITY and ENGINEER agree that ENGINEER shall not at any time or in any manner represent that ENGINEER or any of ENGINEER'S agents or employees are in any manner agents or employees of the CITY. ENGINEER shall be exclusively responsible under this Agreement for ENGINEER'S own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.
9. **Non-Discrimination.** During the performance of this Agreement, the ENGINEER shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability, or age. The ENGINEER shall post, in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The ENGINEER shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.
10. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party. Any Assignment in violation of this provision is null and void.

11. **Indemnification.** The ENGINEER shall indemnify and hold harmless the CITY, its officials, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the work or services provided for herein, to the extent caused by the negligent acts, errors or omissions, willful misconduct, or breach of any substantive provision of this Agreement by the ENGINEER, its officials, agents or employees in the execution, performance, or failure to adequately perform the ENGINEER'S obligations pursuant to this Agreement.
12. **Insurance.**
- A. **General Liability.** During the term of this Agreement, ENGINEER shall maintain a general liability insurance policy with limits of at least \$2,000,000 for each person, and each occurrence, for both personal injury and property damage. This policy shall name the CITY as an additional insured for the services provided under this Agreement and shall provide that the ENGINEER'S coverage shall be the primary coverage in the event of a loss.
 - B. **Worker's Compensation.** The ENGINEER shall secure and maintain such insurance as will protect ENGINEER from claims under the Worker's Compensation Act and from claims for bodily injury, death, or property damage which may arise from the performance of ENGINEER'S services under this Agreement.
 - C. **Professional Liability Insurance.** The ENGINEER shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the CITY, in the insured's capacity as ENGINEER, if such legal liability is caused by an error, omission, or negligent act of the insured or any person or organization for whom the insured is legally liable. Said policy shall provide minimum limits of \$2,000,000 with a deductible maximum of \$125,000. The policy shall also insure the indemnification obligation contained in Paragraph 10 above.
 - D. **Certificate of Insurance.** A certificate of insurance on a form acceptable to the CITY which verifies the existence of this insurance coverage must be provided to the CITY before work under this Agreement is begun.
13. **Records Access.** The ENGINEER shall provide the CITY access to any books, documents, papers, and records which are directly pertinent to the specific contract, for the purpose of making audits, examinations, excerpts, and transcriptions, for three (3) years after final payments and all other pending matters related to this Agreement are closed.

14. **Minnesota Government Data Practices Act.** ENGINEER must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the CITY pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the ENGINEER pursuant to this Agreement. ENGINEER is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event ENGINEER receives a request to release data, ENGINEER must immediately notify CITY. CITY will give ENGINEER instructions concerning the release of the data to the requesting party before the data is released. The terms of this paragraph shall survive the cancellation or termination of this Agreement.
15. **Ownership of Documents.** ENGINEER retains ownership and copyright in all plans, diagrams, analyses, reports, and information (the “Instruments of Service”) generated in connection with the performance of this Agreement. Upon full payment of amounts due under this Agreement, ENGINEER shall provide an irrevocable non-exclusive license to the City to use the Instruments of Service. The CITY may use the Instruments of Service or related information for its purposes. Any modifications made by the CITY to any of the ENGINEER’S Instruments of Service without written authorization or adaptation by the ENGINEER will be at the CITY’S sole risk and without liability to the ENGINEER. Under no circumstances shall transfer of Instruments of Service be deemed a sale by ENGINEER.
16. **Copyright/Patent.** ENGINEER shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the CITY from loss or damage resulting therefrom.
17. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this contract shall be venued in the Hennepin County District Court.
18. **Permits.** ENGINEER shall obtain all necessary permits required for completion of ENGINEER’S services.
19. **Entire Agreement.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
20. **Termination.** CITY may terminate this Agreement without cause by written notice delivered to the ENGINEER. . Upon termination under this provision if there is no fault of the ENGINEER, the ENGINEER shall be paid for services rendered and reimbursable

expenses until the effective date of termination. If however, the CITY terminates the Agreement because the ENGINEER has failed to perform in accordance with this Agreement, no further payment shall be made to the ENGINEER, and the CITY may retain another contractor to undertake or complete the work identified in the Contract Documents. If as a result, the CITY incurs total costs for the work (including payments to both the present contractor and a future contractor) which exceed the not to exceed amount specified in the Contract Documents, if any, then the ENGINEER shall be responsible for the difference between the cost actually incurred and the Agreement amount.

21. **Waiver of Claims for Personal Liability.** It is intended by the parties to this Agreement that ENGINEER's services shall not subject ENGINEER'S employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the City agrees that as the CITY's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against ENGINEER, and not against any of ENGINEER's individual employees, officers or directors.

CITY OF PLYMOUTH

MOORE ENGINEERING, INC.

By: _____

Jeffrey Wosje
Mayor

By: _____

Jeff Madejczyk
Senior Project Manager

By: _____

Dave Callister
City Manager

By: _____

Dan Elemes, PE
Senior Water Resources Engineer

REVIEWED BY: _____

Michael Thompson, PE
Public Works Director



Two Carlson Parkway
Suite 110
Plymouth, MN 55447
P: 612-355-7726



July 11th, 2025

Mr. Ben Scharenbroich
Water Resources Supervisor
City of Plymouth
3400 Plymouth Blvd
Plymouth, MN 55447

Subject: Letter Agreement
Plymouth Creek Stream Restoration
Phase 1 : Dunkirk to 41st Street
Plymouth, MN
Moore Project No. 30495

Dear Mr. Scharenbroich,

Thank you for this opportunity to work with you and the City of Plymouth on this Plymouth Creek Stream Restoration Project. Moore Engineering, Inc (Moore) is an employee-owned civil design firm that has been serving our clients in Minnesota and North Dakota for over 60 years. We look forward to working with you, providing you with a level of service and quality that exceeds your expectations and ensures the project achieves the City's goals.

Project Understanding

Plymouth Creek is located within the City of Plymouth. The stream is an important tributary to Medicine Lake which is impaired for excess nutrients. The City of Plymouth (City) has partnered with the Basset Creek Watershed Management Commission (BCWMC) to identify watershed improvements that would benefit Medicine Lake. Assessments of Plymouth Creek have revealed that bank instability and stream erosion are contributing to total suspended solid (TSS) and nutrient loading to the lake. BCWMC completed a feasibility investigation of Plymouth Creek and identified areas of the creek to be targeted for a stream restoration. The section of channel targeted for restoration extends from Dunkirk Lane to just downstream of 38th Avenue near the Plymouth Ice Center. The channel through this area is approximately 7,000 linear feet and common problems identified within this section of the creek include bank erosion, accumulated sediment near culvert crossings, and low quality vegetation within the riparian area. The feasibility study noted 26 restoration areas with the target reach and listed restoration practices that can be applied to specific sections of the channel to achieve restoration objectives and reduce pollutant loading.

The City contacted Moore Engineering (Moore) to develop a proposal to complete the stream restoration project for Plymouth Creek from Dunkirk Lane to the Plymouth Ice Center. The project will need to include a field topographic survey, geotechnical investigation, hydrological modeling, 60%, 90%, and Final Design, permitting (an environmental review – if necessary), project bidding, construction staking, construction administration (optional task), and project close out including as-built drawings. The City's desired schedule will be to complete initial design in summer of 2025, initiate permitting in early fall 2025, finalize the design and construction plans by December 2025, and complete construction of Phase 1 of the project during the winter of 2025/2026. Construction of

Phase 2 would then take place during winter of 2026/2027. Based on meetings with the City it was determined that the Phase 1 project will include the section of creek from Dunkirk Lane to 41st Street. This section of channel is approximately 2,200 feet. We have prepared a scope and budget to complete the tasks associated with Phase 1 of the Plymouth Creek Stream Restoration Project. Some of the field efforts for Phase 2 will be completed as part of Phase 1. However, the future design, permitting, and construction efforts for the Phase 2 section of the project will be provided to the City at later date and are not included in this proposal.

Scope of Work

The main components of this project include field survey, hydrology modeling, permitting, design, and development of construction plans and specifications. A description of the tasks required is provided.

Task 110 – Meetings, Field Prep, and Project Management

Moore will schedule a kick-off meeting with the City to start the project. We are available to meet at City offices for this meeting or can schedule a web-based online meeting (MS Teams or equivalent) if preferred. During the kickoff meeting, we will discuss the goals and objectives for the Plymouth Creek Stream Restoration including property access for the field survey, data available for modeling, permitting and design schedule, and target bidding and construction timing. We assume that Moore will be able to acquire the relevant data (such as GIS files, storm system data, stormwater models, and preliminary design data from the feasibility study) from either the City of BCWMC to facilitate the design. We have assumed that there will be up to five additional project meetings at the following stages:

- Interagency Coordination meeting/pre-application meeting to discuss project permitting
- Neighborhood Information Meeting
- 60% Design Review Meeting
- 90% Design Review Meeting
- Preconstruction Meeting (during the bid process)

Moore will coordinate with the City to schedule these meetings and they will be held at the City offices, unless otherwise directed by the City to be held as online meetings. Moore will record minutes and notes from each meeting, which will be provided to the City. We have assumed that for the Neighborhood Information Meeting, Moore will need to supply figures or plan sheets that would be similar to exhibits we are already preparing as part of the design efforts, to the City that can be printed for display at the meeting. One or two Moore staff are available to attend this meeting if requested. The overall project management and project coordination efforts are also included within this task.

Specific deliverables for this task include:

- Summary Minutes from the above listed meetings

Task 210 – Field Survey

Moore will complete a field topographic survey for the Plymouth Creek Project. This field survey will include the area along the creek corridor from Dunkirk Lane to 41st street. The survey will extend out 75 feet from the centerline of the creek. The survey crew will collect important topographic data and relevant project features including ground shots along the channel and adjacent properties as well as pipe sizes and invert elevations to document existing stormwater infrastructure. There are known utilities along the stream corridor. The Moore survey team will call in a utility locate to have utilities marked in the field, which will be picked up by

the crew during the field topographic survey. It is our understanding that a tree survey has previously been conducted for the project corridor and therefore survey of individual trees along the channel is not needed or included in these efforts.

The field survey data collected will be imported into CAD and used to develop the existing conditions model and base plan set for the project. This task also includes a second supplement site visit for the survey crew when the extents of the design practices are known. The effort will focus on picking up select property pins and additional details as necessary to support the preparation of easement documents that will be needed for the project.

Specific deliverables for this task include:

- Survey Data – to be transmitted as both a raw data file and ultimately CAD files for City records.

Task 220 – Engineering Design Evaluation

Moore will conduct a design evaluation of the project corridor. This task will include a site visit by a two-person crew that are part of the engineering design team. The purpose of the site visit will be to evaluate the current channel conditions compared to improvement features proposed in the feasibility study. The field assessment will confirm areas of erosion, bank failure, or other conditions that need to be addressed and restored through one of the stabilization practices. Moore will also perform a limited stormwater modeling effort to evaluate the hydraulics of the creek channel and support the design efforts. We have assumed that Moore will provide an existing watershed model from BCWMC that can be utilized for this effort.

Our understanding of the restoration project is that the design will be to restore the channel cross section and as such a full no rise analysis will not be required. Within this analysis the watershed model will be used to confirm storm flows and velocities through the reach for several storm events. The information from the analysis will be used to determine the appropriate practices needed to stabilize the channel. The entire reach of the creek is within an identified AE Flood Zone. As such, installed practices are likely to be viewed as fill within the floodplain by the permitting agencies. Part of the design evaluation will include a cut and fill balance to identify the amount of fill from the installed practices and the corresponding “cut” areas required along the reach to provide compensatory storage. The results of the field assessment and design analysis will be summarized in a Basis of Design technical memorandum that will be provided to the City and also utilized for project permitting. The design memo will be provided to the City for review with the submittal of the 60% and 90% design plans. Moore will review City comments during the design meetings listed in Task 110, and make one round of revisions to the memo at each stage. Moore will also prepare a Final Design Memo to be provided to the City with the Final Plans and Project Manual.

Specific deliverables for this task include:

- 60% Design Memo
- 90% Design Memo
- Final Design Memo

Task 310 – 60% Design Plans

After we complete the field survey and design evaluation, we will develop a plan set for the project. We will begin developing the 60% design plans concurrent with the design evaluation task to help meet schedule goals for the project. These plans will include the following sheets: Cover, Legend,

Removals/Temporary Erosion Control, Channel Plan and Profile, Plan and Profile for Storm Sewer Improvements (as needed), Permanent Erosion Control, and relevant Details. This plan set will cover the Phase 1 Area from Dunkirk Lane to 41st Street. It is our understanding that there are some stormwater improvements that will need to be included with the project near 41st Street. These improvements will be evaluated during Task 220 and included in the 60% Design Plans. We will prepare a cost estimate as part of the 60% Design Plans and submit both the Plans and Cost Estimate to the City for review. We will then schedule the a meeting with the City to discuss our findings from the field survey and development of the 60% Design. We will present the findings for review and discussion during this meeting. The City will provide comments and feedback to Moore to on the 60% Design.

Specific deliverables for this task include:

- 60% Design Plans
- 60% Cost Estimate
- 60% Review Meeting Summary

Task 320 – Wetland Delineation and Permitting Support

The feasibility study included a desktop evaluation of natural resources and identified wetlands along the project corridor. Moore will complete a Level 2 field delineation of wetlands adjacent to the channel. The wetland delineation will include the entire 7,000 ft project corridor so it can be used to support both the Phase 1, as well as future Phase 2, design and permitting efforts. Moore will coordinate the field efforts for the delineation with the City, in the event City staff would like to join the field efforts to view the wetland areas. Moore will prepare a wetland delineation report and provide it to the City for review. We will address one round of comments and then submit the delineation report to the Technical Evaluation Panel (TEP) for review. Moore will then coordinate the field review with the TEP to confirm wetland boundaries within the project corridor.

Plymouth Creek is an identified public water and the channel restoration project will require several permits. Moore will lead the permitting efforts for the project. Based on our experience with similar stream restoration projects and the conditions identified in the RFP, we anticipate permits will be needed from the following agencies:

- Minnesota Department of Natural Resources (DNR)
- US Army Corps of Engineers (USACE)
- Minnesota Board of Soil and Water Resources (BWSR)
- Minnesota Pollution Control Agency (MPCA)
- Basset Creek Watershed Management Commission
- City of Plymouth

Moore will schedule a preapplication meeting with the City and above listed agencies to introduce the project. The meeting will be schedule as soon as possible after our notice to proceed is issued. We have assumed the preapplication meeting will be conducted mainly using details from the feasibility study, with the purpose of the meeting to learn about specific details the agencies want to be included in the permit applications. After the preapplication meeting, Moore will begin to develop the permit applications. We will utilize a combination of the details from the feasibility study and 60% design. In order to meet the City's overall desired schedule for the project we anticipate that the permit applications will be submitted at approximately the same time the City receives the 60%

design. The applications will include the appropriate “impact” figures, such as the cut and fill analysis described in Task 220, to document the restored conditions for the agencies. We have also included within our permitting scope efforts to engage a cultural resources partner (In Situ Archeology) to complete a cultural resources desktop review to be included with the permit applications. The DNR application will be submitted through the MPARS system and the other applications will be provided to the appropriate agencies. We will also be available for one permitting call with the permitting agencies to discuss the applications. Moore will respond to the agency questions during the permit review process and provide the final approved permits to the City for their records. We have assumed that due to the nature of the proposed channel design (restoring the channel cross section and installing stabilization practices) that an EAW will not be required for this project.

Specific deliverables for this task include:

- Preapplication Meeting Minutes
- Wetland Delineation Report
- Cultural Resources Desktop Review Report
- Permit Applications
- Approved Permits

Task 330 – Easement Figures

Based on review of the feasibility study some of the project construction and improved channel features will likely occur outside of existing City property and easements. The City has informed Moore that for these areas that extend into private property, the City will be acquiring new easements and exhibits will need to be prepared. Using the information collected during the supplemental follow up survey under Task 210. Moore will develop easement exhibits and figures for up to three properties along the Phase 1 project corridor. The draft exhibits will be provided to the City for comment. We will address one round of comments and the finalize the easement exhibits for recording.

Specific deliverables for this task include:

- Easement Figures for Three (3) Properties

Task 340 - 90% and Final Design Plans

Based on the comments from the City and the discussion during the 60% review meeting, we will prepare a set of 90% Design Plans. We assume these comments will not drastically change the understood design intent from the 60% submittal. We will develop other plan sheets to provide a complete construction plan set (such as general construction notes, typical details, and other sheets). We will update the cost estimate, plan set, and design memo while also developing technical specifications for the project (we understand the City will develop their own “upfront” specifications for the complete project manual). We will issue the Plans, Estimate, and Technical Specifications as 90%, address final City comments, and provide certified, 100% Plans and Specifications.

Specific deliverables for this task include:

- 90% Design Plans, Cost Estimate, and Design Memo
- 90% Review Meeting Summary
- Final Design Plans, Cost Estimate, and Design Memo
- Final Project Manual

Task 350 – Bidding & Preconstruction Assistance

We understand the City desires Moore to lead the entire bidding process, including posting the bid online, coordinating the schedule, and evaluating results. We will post the bid to Quest and coordinate with the City to advertise the project in the local newspaper.

We will lead a mandatory pre-bid meeting at the City offices which will include an optional site visit. The pre-bid meeting will present the project, its objectives, and direct contractors' attention to key project intricacies. After the meeting, we will develop an addendum that documents the pre-bid meeting attendance and provides written responses to contractor questions. We will post this to Quest. We will issue up to one additional addendum if necessary, during the bidding period.

After the bidding has closed, we will review bids for completeness, accuracy and price, tabulate bids, and will issue a recommendation to the City. After the project is awarded, Moore will provide the City with a contract to execute with the selected contractor.

After the contract is executed, we will coordinate with the selected contractor in preparation for construction. Moore will review and comment on up to three contractor submittals. We will review submitted information for conformance with project specifications and provide feedback for the contractor as necessary. Moore will prepare an agenda for and lead a pre-construction meeting with City, contractor, and Moore staff. We will discuss schedule, key project requirements, and other relevant agenda items. Moore will take notes and distribute meeting minutes and be available for a site visit if necessary. We assume this meeting will be held at City offices.

Specific deliverables for this task include:

- Prebid Meeting Minutes
- Addendum answering contractor questions
- One additional addendum
- Recommendation of Action including Bid Tabulation
- Submittal Reviews
- Pre-Construction Meeting Minutes

Task 400 – Field Staking

Moore will provide field staking to support project construction. A Moore survey crew will be available to mobilize two times for construction staking for the contractor's purposes. Additional visits due to contractor neglect will be billed to the contractor. We will stake construction limits, provide elevation hubs, stake known utilities, and providing limited staking of key project features. We have assumed that it will not be necessary to stake every individual stream improvement practices and instead only stake certain items, such as inverts for culvert replacements near 41st Street.

Task 410 – Construction Administration (Optional)

If desired, Moore will provide the City with construction administration services throughout construction. We understand City staff have some available staff capacity to provide day-to-day construction observation and the needs for Moore's efforts will be directed by the City. For this proposal we have assumed that the City will have Moore lead the construction administration,

however the actual level of Moore's effort required by the City can be finalized after the project is awarded. Moore anticipates staff will be onsite most days, for at least part of the day, over an assumed four to six week period of construction activity. For this type of stream restoration project it is unlikely that Moore will need to be onsite full time to observe construction. Instead we will check as the project progress to ensure the installation of the stabilization practices is generally matching the plans. Therefore, we propose to include the following services as part of our construction administration task.

Moore staff will be available for up to four (4) site visits by the project engineer, and 20 site visits for the resident project representative (i.e. field engineer). We assume preparation, commuting and time onsite for these visits will be on average half a day (four hours) per visit. While onsite we will observe the contractor's work for conformance with project specifications and be available to answer questions as needed.

Moore will coordinate with the contractor on a day-to-day basis, to ensure questions are answered, schedules are coordinated, and payments are appropriately processed. We assume construction will be completed within four to six weeks' time, and we are estimating there will be up to three pay requests from the contractor. Once the contractor achieves substantial completion, the project engineer and resident project representative will inspect the site to develop a punch list.

Specific deliverables for this task include:

- Daily Construction Logs and Photos
- Process up Two Pay Applications

Task 420 – As-Built Survey, Drawings, and Project Closeout

Upon completion of the construction punch list, we will provide as-built drawings for City records. We will collect some survey data for the installed stream stabilization practices during construction. We then mobilize a survey crew to assume this survey can be completed in one field day with one Moore staff member and we will coordinate with the City to gain access to the site to complete this item. We will prepare a set of as-built drawings for the outlet structure and provide them to the City as PDF plans along with our CAD files and survey data. In addition to the as-built drawings, we will provide the City with necessary documents for City records. We will also process the final pay application and acquire the necessary project closeout documents from the Contractor and provide to the City for your records.

Specific deliverables for this task include:

- Process Final Pay Application
- As-Built Drawings
- Final survey files for the project (as CAD and raw data files)
- Project Close Out Documents.

Assumptions

The tasks described above were developed based on the following assumptions.

- 1) The scope of work covers the Phase 1 project of the Plymouth Creek Corridor, which is defined as Dunkirk Lane to 41st Street.
- 2) Relevant data to support the project including feasibility study information, watershed model, and project corridor details will be provided to Moore (CAD or GIS files).
- 3) The City will communicate with the property owners to secure site access for Moore staff to complete the field survey.
- 4) A geotechnical evaluation is not currently included in the above scope of work. It will be determined during the kickoff meeting if a geotechnical evaluation is necessary to support the design process. If determined to be needed for the project, Moore will provide a scope and cost estimate to incorporate a geotechnical investigation into the project.
- 5) An EAW is not required to support the permitting and design efforts for the Phase 1 Project.
- 6) A full no-rise study is not required to support permitting and design efforts for the Phase 1 Project.

Schedule

We are ready to begin this effort immediately upon receipt of Authorization to Proceed in the form of a signed agreement. The City has indicated their desire to complete the construction for this project during Winter 2026, preferably in late January through mid-February. The City would like to bid the project in December. Design tasks will need to be completed by mid-November in order to meet these targets.

Understanding this desired schedule, we will schedule the kick-off meeting within one week of notice to proceed and also complete the field topographic survey. After we have collected the data from the field, we will begin developing the project design and construction plans. Assuming receipt of authorization to proceed by Friday July 25th, the kickoff meeting will be scheduled by August 4th and complete the field survey by August 8th, 2025. Design and permitting will continue throughout the late summer and fall. In general the target schedule will be to have the notice to proceed issued to the selected contractor at the first Council meeting in of 2026, which is January 13th. We have prepared and estimated timeline for the project which is listed below. Timelines and deliverables will be determined between City and Moore prior to starting the work and can be adjusted to meet your needs.

Estimated Project Schedule

- Notice to Proceed: July 25th, 2025
- Survey/Fieldwork: August 8th, 2025
- Pre-app meeting: August 13th, 2025 (use the Feasibility Study and initial findings from the Site Visit to introduce the project during the Pre App)
- Design Evaluation Submittal: August 18th, 2025
 - Review meeting: August 22nd, 2025
- File permits: September 12th, 2025
- 60% Design Submittal: September 12th, 2025
 - Review meeting: September 24th, 2025
- 90% Design Submittal: October 22nd, 2025
 - Review meeting: October 30th, 2025
- Final Design Submittal: November 14th, 2025
- Bidding: November 17th, 2025 to December 5th, 2025

- Project Award and Contracting: December 8th, 2025
- Notice to Proceed: January 13th, 2025
- Substantial Completion: 3/31/26 (all in channel work complete prior to April 15th date for warmwater streams)
- Final Completion: 5/31/26

Cost Estimate

Based on our understanding of the work, we estimate the fee to complete the above-described scope to be approximately **\$206,000** as summarized in the following table.

Task	Budget
110 – Meetings, Field Prep, and Project Management	\$36,500
210 – Field Survey	\$8,200
220 – Engineering Design Evaluation	\$19,700
310 – 60% Design	\$39,800
320 – Wetland Delineation and Permitting	\$31,500
330 – Easement Figures	\$6,800
330 – 90% and Final Design	\$19,000
340 – Bidding & Preconstruction Assistance	\$6,800
400 – Construction Staking	\$6,300
420 – As-Built Drawings & Project Closeout	\$3,900
Subtotal	\$178,500
410 – Construction Administration (Optional)	\$27,500
PROJECT TOTAL	\$206,000

Moore will perform the tasks specified in the Scope of Work on a Category Billing Rate basis using the actual hours worked times the appropriate Category Billing Rate plus the actual direct expenses incurred. Category Billing Rates and expense costs are listed in Attachment A and are valid through the end of the current year. On January 1 in each subsequent year, Category Billing Rates and reimbursable expenses may be adjusted to meet market demands.

Project Terms and Conditions

Our services will be provided in accordance with Terms and Conditions outlined within the Services Agreement executed between the City and Moore.

Closing

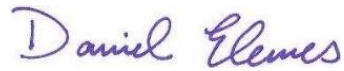
Thank you for this opportunity to provide you with this proposal for consulting services. Our team is ready to begin this work upon receipt of authorization and look forward to working with you and the other City staff complete this effort.

Please have the authorized representative sign below and return one (1) fully executed copy of this agreement to me as our Notice to Proceed. Should you have any questions or need additional information, please contact me by phone at 952-239-9464 or by e-mail at jeff.madejczyk@mooreengineeringinc.com.

Sincerely,



Jeff Madejczyk
Senior Project Manager



Dan Elemes, P.E.
Senior Water Resources Engineer

Enclosures: As noted.

Acceptance Authorization

We hereby authorize Moore Engineering, Inc. to proceed with the work described above.

Signature _____

Name _____

Date _____

City of Plymouth
3400 Plymouth Blvd
Plymouth, MN 55447

Attachment A:
Moore Engineering, Inc. 2025 Rate Schedule

MOORE ENGINEERING, INC.

2025 BILLING SCHEDULE

Effective January 1, 2025

NOTE: Rates contained in this Billing Schedule are valid until December 31, 2025. After December 31, 2025, Hourly Billing Rates will be escalated annually and direct expenses may be adjusted to meet market conditions.

	Description	Billing Rate Per Hour
1	Principal - SR Project Manager - CSR	\$250 - \$286
2	Project Manager - SR PE	\$235 - \$245
3	Technical Advisor I, II, SR	\$205 - \$300
4	Professional Engineer I, II	\$195 - \$215
5	Graduate - Project Engineer	\$145 - \$172
6	Engineering Designer I,II, SR	\$156 - \$185
7	Engineering Technician I, II, III	\$98 - \$155
8	Environmental Scientist I, II, II, SR	\$140 - \$234
9	Environmental Technician Intern, I, II	\$98 - \$150
10	Hydrogeologist Staff, Project,Professional II, I, SR	\$150 - \$215
11	Landscape Architect I, II, SR	\$135 - \$182
12	Project Administrator I, II, SR	\$130 - \$182
13	Office Administrator I, II, SR	\$115 - \$176
14	CADD Technician I, II, III	\$109 - \$155
15	Senior GIS Coordinator - GIS Manager	\$187
16	GIS Analyst - GIS Developer	\$166 - \$176
17	GIS Programmer I,II,III	\$145 - \$170
18	GIS Technician I, II, III	\$120 - \$165
19	GIS Specialist I, II, III	\$150 - \$176
20	Land Surveyor - Senior Land Surveyor	\$187 - \$208
21	Survey Manager	\$192
22	Survey Crew Chief I, II - Survey Data Analyst	\$160 - \$202
23	Project Coordinator - CADD Standards Coordinator	\$160 - \$192
24	Funding Specialists	\$120 - \$156
25	Survey Technician I,II, III	\$104 - \$145
26	Construction Engineer/Specialist, I, II, SR	\$161 - \$215
27	Drone Operator - Drone Services Coordinator	\$155 - \$170
28	Administrative Assistant I, II	\$88 - \$100

Travel Expenses	Project Mileage	Per current IRS rate per mile
	Lodging	At Cost
	Meals	At Cost
	Per Diem	\$68.00 per day
Survey Supplies	Iron Pins	\$1.25 each
	Fence Posts	\$5.00 each
	Motorized Offroad Vehicles Drone Equipment	\$75.00 per day
Miscellaneous	Project Expenses	At Cost
	Sub Consultants	Cost * 1.15

CITY OF PLYMOUTH

RESOLUTION No. 2025-201

RESOLUTION DESIGNATING CONSULTING ENGINEER FOR THE PLYMOUTH CREEK STREAM RESTORATION PROJECT - PHASE 1 (WR250001)

WHEREAS, the Plymouth Creek Stream Restoration Project is listed in the 2025-2034 Capital Improvement Plan (CIP); and

WHEREAS, a request for proposal for Phase 1 of the project was sent to an engineering firm that has expertise to deliver the project; and

WHEREAS, a proposal was received and evaluated by city staff; and

WHEREAS, staff recommends that Moore Engineering, Inc. be designated as the consulting engineer for this project.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that Moore Engineering, Inc. is designated as the city's consulting engineer for the Plymouth Creek Stream Restoration Project – Phase 1 (WR250001) in the amount of \$206,000, funded by the Water Resources Fund.

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

To: Dave Callister, City Manager

Prepared by: Chris McKenzie, Engineering Services Manager

Reviewed by: Michael Thompson, Public Works Director

Item: **Adopt updated special assessments for Brinda Development (Sai Brinda, LLC - 2024046)**

1. Action Requested:

Adopt the attached Resolution Updating Assessments for Water Main and Sanitary Sewer for Brinda Development (2024046).

2. Background:

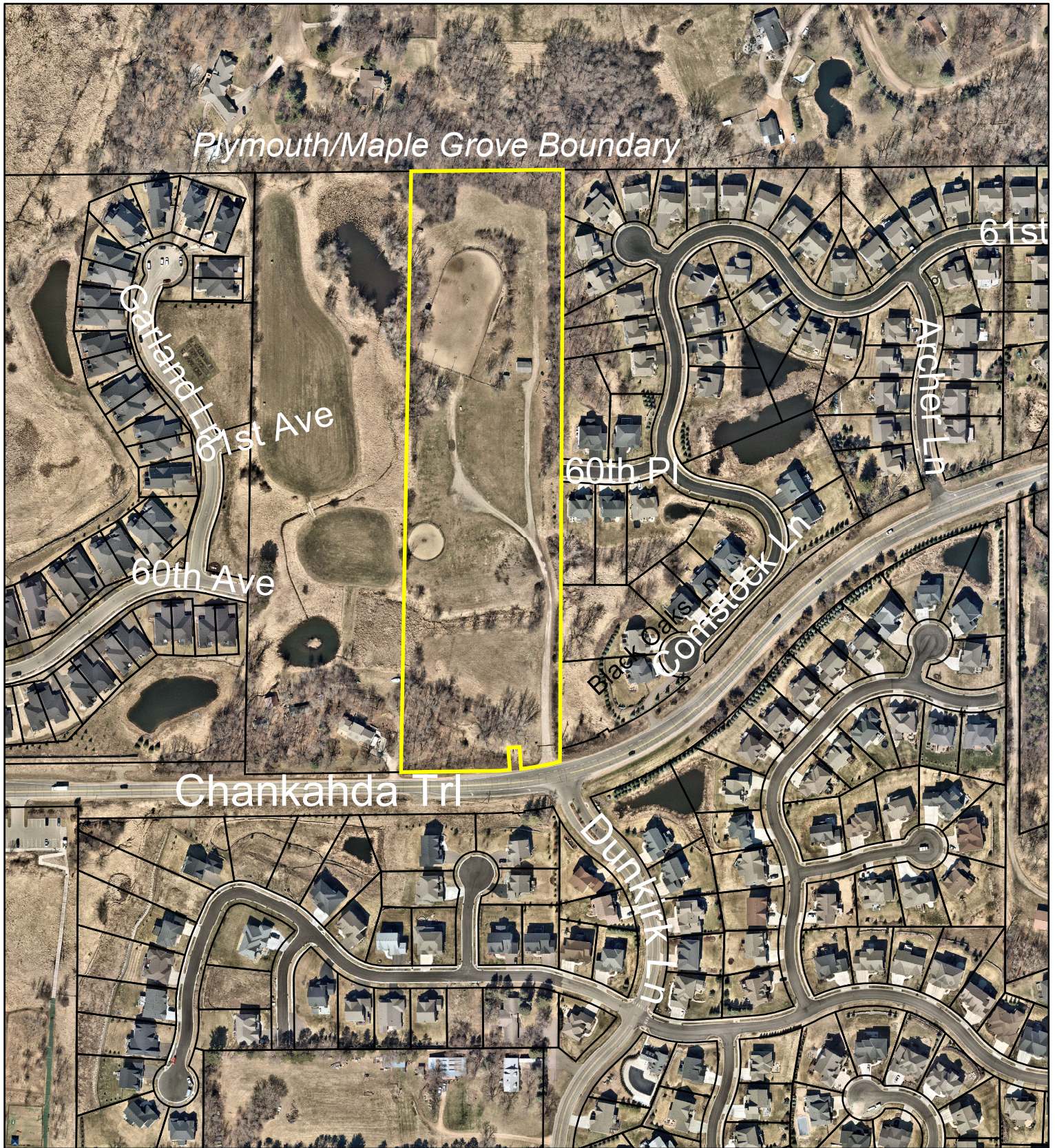
The Brinda Development, located at 16700 Chankahda Trail (site of the former Silver Buckle Saddle Club), received City Council approval on August 5, 2024, under Resolutions 2024-232 and 2024-233. However, due to the developer's failure to meet the development requirements in 2024, the project's continuation was uncertain. As such, the area assessments for the water main and sanitary sewer were not filed with the county. Now that the project has fulfilled the development requirements in 2025, including fees, the area assessments need to be filed with Hennepin County. The attached resolution updates the previously approved assessment resolution 2024-232 with updated interest rates for 2025.

3. Budget Impact:

N/A

4. Attachments:

1. Location Map
2. City Council Resolution 2025-202



2024046 -- Aerial Map



CITY OF PLYMOUTH

RESOLUTION No. 2025-202

RESOLUTION UPDATING ASSESSMENTS FOR WATER MAIN AND SANITARY SEWER FOR BRINDA DEVELOPMENT (2024046)

WHEREAS, the city has received a Waiver of Assessment Hearing from the property owner of Brinda Development, waiving their right to special assessment hearings for trunk water and sanitary sewer and all other appurtenances; and

WHEREAS, the Resolution 2024-232 was adopted on August 5, 2024; and

WHEREAS, the property owners did not fulfill the required outstanding items, preventing the development from proceeding until 2025; and

WHEREAS, assessments were not filed with the county in the event the project did not move forward;

WHEREAS, assessment interest rates are updated annually.

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

1. This Resolution updates the interest rate established in Resolution 2024-232.
2. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the land named therein and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
3. Such assessment 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 interest at the rate of 4.16% per annum. To the first installment shall be added interest on the entire assessment calculated from November 1, 2025, through December 31, 2026. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
4. The owner of any property so assessed may make an interest free principal prepayment prior to certification of the assessment to the County Finance Director. Prepayments of the assessment on such property must be received by October 31, 2025.
5. The Clerk shall forthwith transmit a certified duplicate of this assessment to the County Finance Director to be extended on the proper tax lists of the County and such assessments shall be collected and paid over in the same manner as other municipal taxes.
6. The total cost of the improvement assessed by this resolution is \$59,091.83.

APPROVED by the City Council on this 22nd day of July, 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 July 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: Grace Scoonover, Housing Policy & Grant Coordinator

Reviewed by: Grant Fernelius, CED Director

Item: **Approve general amendments to Community Development Block Grant Program Year 2024**

1. Action Requested:

Approve attached resolution for CDBG Program Year (PY) 2024 General Amendment.

2. Background:

The Community Development Block Grant (CDBG) is a federally funded program administered by the U.S. Department of Housing and Urban Development (HUD). The City of Plymouth HRA allocates CDBG funding for various activities, including: housing rehabilitation loans and grants to homeowners; First-Time Homebuyer down payment assistance; public service programming by local non-profits; and program administration.

The 2024 CDBG program year began on July 1, 2024, and ended on June 30, 2025. For PY 2024, the City of Plymouth HRA allocated the following amounts:

- \$77,284 for the Housing Rehabilitation program
- \$105,000 for the First Time Homebuyer program
- \$30,000 for CDBG program administration

As of April 30, 2025, these activities have incurred the following expense amounts:

- \$82,340 for the Housing Rehabilitation program
- \$70,000 for the First Time Homebuyer program (with the remaining \$35,000 committed)
- \$42,643 for CDBG program administration

The City of Plymouth HRA has additional CDBG funding from program income received during PY 2024. These funds can be reprogrammed to support eligible activities.

The Citizen Participation Plan (2020-2024 Consolidated Plan) requires a 15-day public comment period for general amendments. The 15-day public comment period for these general amendments started on June 11, 2025 and ended on June 26, 2025. No comments were received.

Staff recommends approval of the resolution allocating the following amounts from program income:

- \$99,900 (Housing Rehabilitation Program)
- \$35,000 (First-Time Homebuyer program)
- \$30,000 (Program Administration)

3. Budget Impact:

N/A

4. Attachments:

1. City Council Resolution 2025-203

CITY OF PLYMOUTH

RESOLUTION No. 2025-203

RESOLUTION TO APPROVE A GENERAL AMENDMENT OF THE 2024 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN

WHEREAS, the City of Plymouth has delegated its responsibility for the expenditure of Community Development Block Grant (CDBG) funds to the HRA pursuant to the Management Services Agreement dated the 17th day of November, 1995, between the City and the HRA; and

WHEREAS, the City of Plymouth intends to submit a general amendment to the U.S. Department of Housing and Urban Development for the City of Plymouth's 2024 CDBG Annual Action Plans and held a duly constituted public comment period as required by its Citizen Participation Plan General Amendment requirements; and

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that it hereby recommends that the City Council authorize the City Manager to allocate additional 2024 Community Development Block Grant funds from the U.S. Department of Housing and Urban Development with the following allocation:

- | | |
|--------------------------|----------|
| • Housing Rehabilitation | \$99,900 |
| • First Time Homebuyer | \$35,000 |
| • Program Administration | \$30,000 |

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

To: Dave Callister, City Manager

Prepared by: Erik Fadden, Public Safety Director

Reviewed by: Erik Fadden, Public Safety Director

Item: **Adopt Ordinance amending Chapter IV of the Plymouth City Code concerning rental licensing and resolution approving summary publication**

1. Action Requested:

Adopt Ordinance amending Chapter IV of the Plymouth City Code concerning training requirements for rental housing licensees and resolution approving summary publication of said ordinance. Approval of the ordinance requires 4/7 vote of council. Approval of the summary publication resolution requires 6/7 vote.

2. Background:

The public safety department reviewed current training requirements for rental housing licensees after efforts were made to modernize the training curriculum to be more focused and relevant in delivering actionable crime prevention and community engagement strategies for those managing multi-housing properties. Challenges tend to be more complex and community-based in multi-housing properties compared to single-family homes. Current city code requires anyone who owns more than one single-family rental unit to attend training put on by the public safety department. This proposed amendment to city code aims to ensure rental licensee training is more meaningful by aligning it with the specific needs of multi-housing environments and shifting the focus towards practical safety issues, collaboration, and ongoing communication with local resources which reflects best practices in community policing and engagement.

3. Budget Impact:

There is no impact on the budget. This is an existing program.

4. Attachments:

1. City Council Ordinance 2025-08
2. City Council Resolution 2025-204

CITY OF PLYMOUTH

ORDINANCE NO. 2025-08

ORDINANCE AMENDING CHAPTER IV ENTITLED BUILDING, HOUSING AND CONSTRUCTION REGULATIONS OF THE PLYMOUTH CITY CODE

THE CITY OF PLYMOUTH ORDAINS:

SECTION 1. Section 410.23 of the Plymouth City Code is amended, with existing text, ~~deleted text~~, and new text as follows:

410.23 – Mandatory Training.

The owner or property manager of ~~a any~~ rental dwelling must complete a Public Safety Crime-Free Multi-Housing training course offered by the ~~Police Public Safety~~ Department or a similar program approved by the ~~Police Public Safety~~ Department prior to the issuance of an initial rental license, or upon any change in property ownership-, if any of the following conditions apply:

1. The property includes two or more rental units located on the same parcel (PID).
2. The rental units are located within a multi-housing complex that includes shared points of entry (e.g., a common building entrance or shared access hallways).
3. The property consists of dwelling units within a multifamily housing development, including but not limited to rental condominiums in multi-unit buildings or licensed rental units in shared-entry residential structures.

Refresher training is required every five years thereafter for individuals who own or manage five or more rental dwelling units in the City. ~~The requirements for mandatory training do not apply to a person who owns or manages one rental dwelling unit in the City.~~

This training requirement does **not** apply to:

- Single-family rental homes.
- Individual licenses of single-unit townhomes or similar dwellings with private, individual entrances and no shared building access points.
- Attached dwellings where each unit is accessed independently from the outside and the property is not part of a shared-access complex.

If three or more violations of Code Section 410.42 occur in a 365-day period at a any rental property not otherwise subject to the training requirement, the owner or property manager must complete the mandatory training in addition to any other conditions set by the city before the rental license can be renewed. ~~single-family rental dwelling owned by a person who is not required to have mandatory training, that person must complete the mandatory training before the dwelling license may be renewed.~~

Section 2. Effective Date. This amendment shall take effect immediately upon its passage.

ADOPTED by the City Council this 22nd day of July, 2025.

Jeffry Wosje, Mayor

ATTEST:

Jodi M. Gallup, City Clerk

CITY OF PLYMOUTH

RESOLUTION No. 2025-204

RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE No. 2025-08

ORDINANCE AMENDING CHAPTER IV OF THE PLYMOUTH CITY CODE CONCERNING RENTAL LICENSES

Ordinance No. 2025-08 amends Chapter IV of the Plymouth City Code concerning rental licensing.

A printed copy of the entire ordinance is available for inspection at the City Clerk's Office during regular office hours.

APPROVED for summary publication by the City Council on this 22nd day of July, 2025.

To: Dave Callister, City Manager

Prepared by: Maria Solano, Deputy City Manager

Reviewed by:

Item: **Authorize planning and design expenditures for potential sales tax projects**

1. Action Requested:

Adopt resolution authorizing up to \$1.2 million in planning and design expenditures for potential sales tax projects.

2. Background:

The City Council discussed using a local sales tax as an alternative funding source for future regional capital projects on June 25, 2024 and November 26, 2024.

A local sales tax is a sales tax collected within the geographic boundaries of a city or county. Local sales taxes apply to the same items and services as the general state sales tax. A local option sales tax allows residents and nonresidents to contribute to city projects with a regional benefit. Minnesota Statutes 297A.99, requires cities seeking to impose a new local sales tax, obtain legislative approval through enactment of a special law.

The next opportunity to request the authority to impose a sales tax is during the 2026 legislative session. Staff recommends moving forward with three projects:

- Plymouth Ice Center Improvements (\$45-50 million): add a fourth sheet of ice, renovate rink A with additional seating, interior renovations, public parking ramp and roadway relocation.
- Plymouth Community Center Improvements (\$40 million): replace the inflated dome with a permanent year-around structure.
- Regional Sports Complex Improvements (\$25 million): Four Seasons Playfield

(proposed), Parkers Lake Playfield, and Plymouth Creek Playfield.

In order to gain more clarity around construction costs, staff will issue a request for proposals for architectural services for the Plymouth Community Center Fieldhouse and Plymouth Ice Center Improvements. Once an architect is selected, staff will begin working on plans to get to a schematic design package. This phase of design will result in a comprehensive cost estimate for each of the projects. The estimates will be used to request legislative approval and if successful, bring it to voters in a November 2026 ballot initiative.

Additionally, staff will be working with a public affairs firm to develop a community outreach and engagement plan. The firm will assist the city in developing a communication strategy focused on transparency, accessibility, accuracy and feedback.

3. Budget Impact:

The \$1.2 million in planning and design expenditures would be paid for utilizing surplus funds.

4. Attachments:

1. City Council Resolution 2025-205

CITY OF PLYMOUTH

RESOLUTION No. 2025-205

RESOLUTION AUTHORIZING PLANNING AND DESIGN EXPENDITURES FOR POTENTIAL LOCAL SALES TAX PROJECTS

WHEREAS, the City Council is exploring the use of a local sales tax as an alternative funding source for future regional capital projects; and

WHEREAS, Minnesota Statutes 297A.99 requires that cities seeking to impose a new local sales tax obtain legislative approval through enactment of a special law; and

WHEREAS, the city may submit a request to the legislature during the 2026 legislative session; and

WHEREAS, the City Council has identified the following potential projects that could be funded through a sales tax:

- Plymouth Ice Center Improvements (\$45-50 million): add a fourth sheet of ice, renovate rink A with additional seating, interior renovations, public parking ramp and roadway relocation
- Plymouth Community Center Improvements (\$40 million): replace the inflated dome with a permanent year-round structure
- Regional Sports Complex Improvements (\$25 million): Four Seasons, Parkers Lake Playfield, and Plymouth Creek Playfield; and

WHEREAS, in order to further determine the cost and scope of the improvements, professional services will be incurred for the project design work on the three projects and to engage with a public affairs firm to develop a communications strategy; and

WHEREAS, funding for these costs will come from surplus funds.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the city is authorized to spend up to 1.2 million in planning and design expenditures for local sales tax projects utilizing surplus funds.

APPROVED by the City Council on this 22nd day of July, 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 BPK Foods LLC d/b/a Bombay Pizza Kitchen, 2705 Annapolis Lane North, Suite A**

1. Action Requested:

Following the public hearing, adopt the attached resolution approving on-sale intoxicating liquor license with Sunday sales of BPK Foods LLC d/b/a Bombay Pizza Kitchen, 2705 Annapolis Lane North, Suite A.

2. Background:

BPK Foods LLC d/b/a Bombay Pizza Kitchen has applied for an on-sale intoxicating liquor license with Sunday sales at 2705 Annapolis Lane North, Suite A. This location was previously occupied by Boss' Pizza & Chicken, and they held an on-sale intoxicating liquor license with Sunday sales from November 1, 2024 through January 31, 2025. Prior to Boss' Pizza & Chicken, Green Mill Plymouth held an on-sale intoxicating liquor license with Sunday sales from February 1, 2001 through January 15, 2024. Bombay Pizza Kitchen is a bar and restaurant that will have occasional live music with an indoor seating of 199 and an outdoor seating of 24.

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. The prorated license fee for the remainder of the license period will be paid prior to issuance of the license.

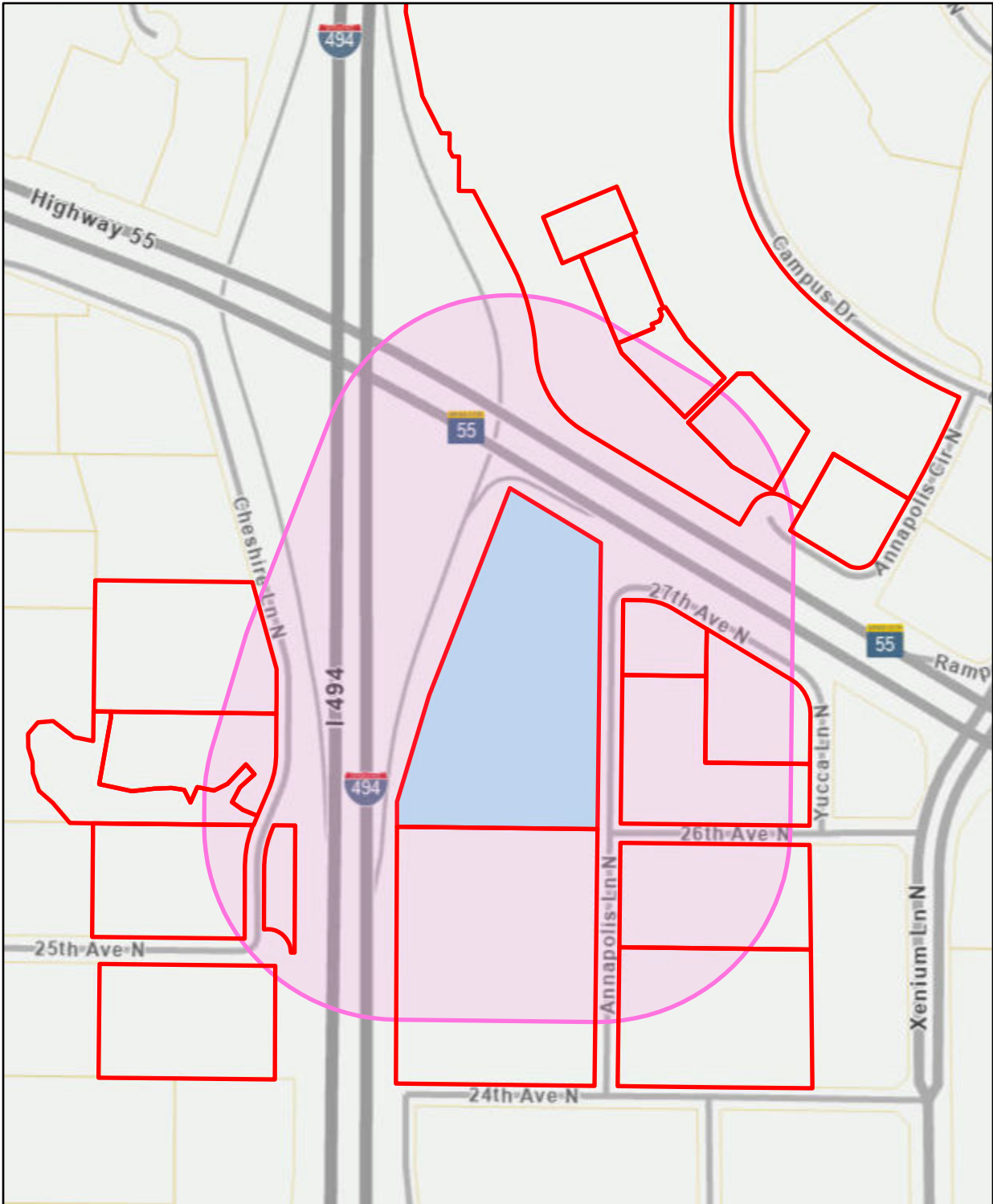
4. Attachments:

1. Location Map
2. Property Owners within 500'
3. Floor Plans
4. City Council Resolution 2025-206



Hennepin County Locate & Notify Map

Date: 6/30/2025



Buffer Size: 500

Map Comments:

0 100 200 400 Feet
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For more information, contact Hennepin County GIS Office
300 6th Street South, Minneapolis, MN 55487 / gis.info@hennepin.us

40 22-118-22 31 0023
DAVIS INVESTMENT MGMT LLC
ATTN: MARK A DAVIS
33 S 6TH ST STE 4650
MINNEAPOLIS MN 55402

40 22-118-22 34 0023
DAVIS INVESTMENT MGMT LLC
ATTN: MARK A DAVIS
33 S 6TH ST STE 4650
MINNEAPOLIS MN 55402

40 22-118-22 31 0027
ALLINA HEALTH SYSTEM
PO BOX 43 MR10890
MINNEAPOLIS MN 55440

40 22-118-22 34 0024
WESTHEALTH LLC
7171 OHMS LANE
EDINA MN 55439

40 22-118-22 33 0007
AACRON INC
2705 CHESHIRE LA N
MPLS MN 55447

40 27-118-22 21 0005
WESTPARK C/O BRAD BIRNBERG
PO BOX 110189
1130 CREEKSIDE PKWY
NAPLES FL 34108

40 22-118-22 33 0016
AACRON INC
2705 CHESHIRE LA N
MPLS MN 55447

40 27-118-22 21 0010
COLLIERS INTERNATIONAL
ATTN: WASHINGTON CAPITAL
1600 UTICA AVE S SUITE 300
ST LOUIS PARK MN 55416

40 22-118-22 33 0020
CHESHIRE 2018 LLC
2655 CHESHIRE LA N
PLYMOUTH MN 55447

40 27-118-22 21 0011
W W GRAINGER INC
C/O PARADIGM TAX GROUP
PO BOX 800729
DALLAS TX 75380-0729

40 22-118-22 34 0005
PLYMOUTH HOSPITALITY LLC
ATTN MAHTAB KHAN
12805 HIGHWAY 55 #208
PLYMOUTH MN 55441

40 27-118-22 22 0004
FERNBROOK PROPERTIES LLC
1805 W LAKE ST #102
MINNEAPOLIS MN 55408

40 22-118-22 34 0006
KINGFISH PROPERTIES LLP
14152 TERRACE RD
HAM LAKE MN 55304

40 27-118-22 22 0010
COLLIERS INTERNATIONAL
ATTN: WASHINGTON CAPITAL
1600 UTICA AVE S SUITE 300
ST LOUIS PARK MN 55416

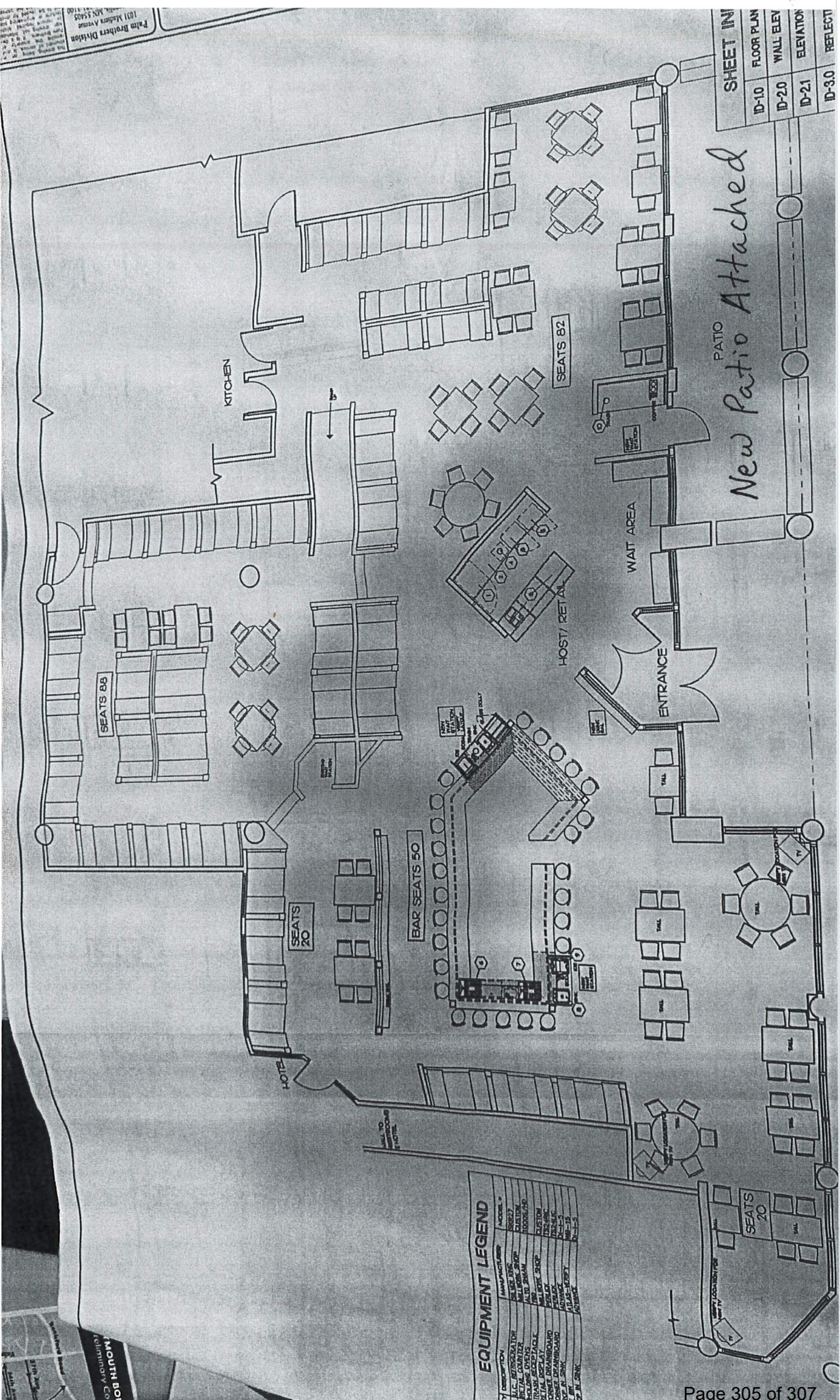
40 22-118-22 34 0016
FIRST NATIONAL BK FULDA MINN
109 ST PAUL AVE
FULDA MN 56131

40 22-118-22 34 0018
MCDONALDS CORPORATION
ATTN:DEPT 027 REAL EST TAX
110 N CARPENTER STREET
CHICAGO IL 60607

40 22-118-22 34 0020
CITY OF PLYMOUTH
3400 PLYMOUTH BLVD
PLYMOUTH MN 55447

1001 Modern Avenue
Palm Beach, FL 33405
Palm Beach Division

SHEET IN	FLOOR PLAN	WALL ELEV	ELEVATION	REFLECT
ID-10		ID-20	ID-21	ID-30



EQUIPMENT LEGEND

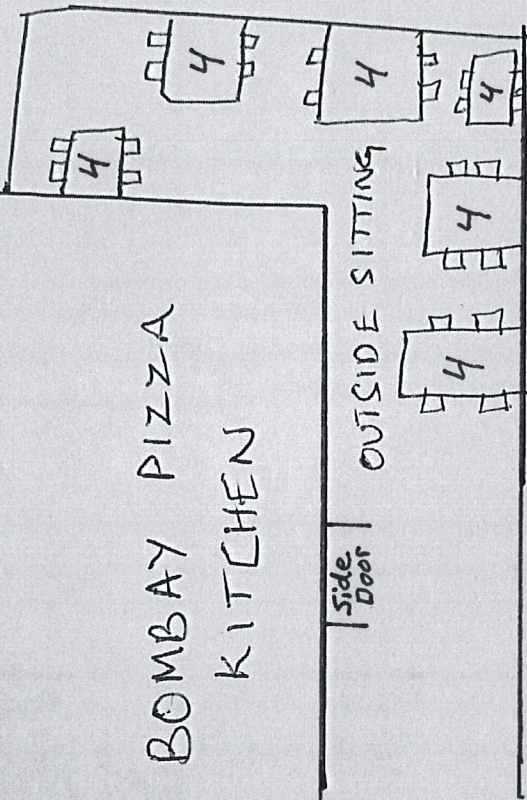
DESCRIPTION	MANUFACTURER	MODEL #
1. C. COUNTER	AMERICAN	10000/100
2. C. COUNTER	AMERICAN	10000/100
3. C. COUNTER	AMERICAN	10000/100
4. C. COUNTER	AMERICAN	10000/100
5. C. COUNTER	AMERICAN	10000/100
6. C. COUNTER	AMERICAN	10000/100
7. C. COUNTER	AMERICAN	10000/100
8. C. COUNTER	AMERICAN	10000/100
9. C. COUNTER	AMERICAN	10000/100
10. C. COUNTER	AMERICAN	10000/100
11. C. COUNTER	AMERICAN	10000/100
12. C. COUNTER	AMERICAN	10000/100
13. C. COUNTER	AMERICAN	10000/100
14. C. COUNTER	AMERICAN	10000/100
15. C. COUNTER	AMERICAN	10000/100
16. C. COUNTER	AMERICAN	10000/100
17. C. COUNTER	AMERICAN	10000/100
18. C. COUNTER	AMERICAN	10000/100
19. C. COUNTER	AMERICAN	10000/100
20. C. COUNTER	AMERICAN	10000/100

BOMBAY PIZZA KITCHEN

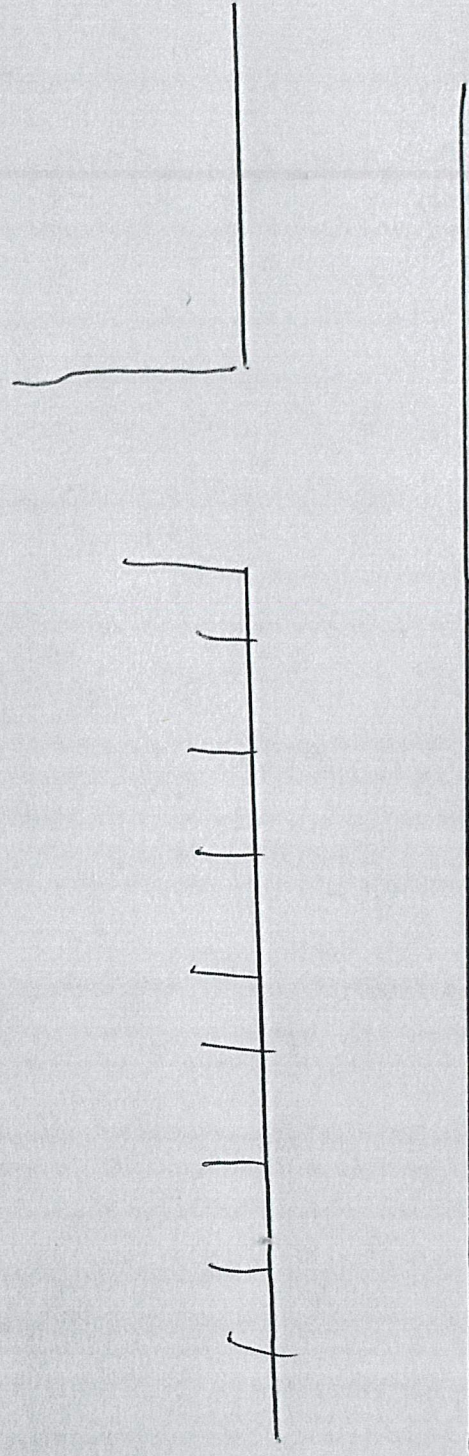
Main
Door

Side
Door

OUTSIDE SITTING



Outside Total seating : 24



CITY OF PLYMOUTH

RESOLUTION No. 2025-206

RESOLUTION APPROVING ON-SALE INTOXICATING LIQUOR LICENSE APPLICATION WITH SUNDAY SALES OF BPK FOODS LLC D/B/A BOMBAY PIZZA KITCHEN, 2705 ANNAPOLIS LANE NORTH, SUITE A

WHEREAS, BPK Foods LLC d/b/a Bombay Pizza Kitchen, 2705 Annapolis Lane North, Suite A, has submitted an application for On-Sale Intoxicating Liquor License with Sunday Sales for a restaurant located at 2705 Annapolis Lane North, Suite A; 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 2705 Annapolis Lane North, Suite A, 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 July, 2025.