

**CITY OF PLYMOUTH
AGENDA
Regular City Council
Council Chambers
3400 Plymouth Boulevard, Plymouth, MN
October 28, 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 photo contest winners (Communications Manager Emilie Kastner)
 1. Presentation
 - 4.2** Present communications awards (Communications Manager Emilie Kastner)
 1. Presentation
 - 4.3** Recognize 2025 Plymouth Environmental Academy Attendees
- 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. October 14 Special
 2. October 14 Regular
 - 6.2** Approve disbursements
 1. Invoice Expense Distribution
 2. City Council Resolution 2025-268
 - 6.3** Variance request for a detached garage in the front yard at 2319 West

Medicine Lake Drive. (Sandcon Remodeling, Inc. - 2025055)

1. Minutes
2. Planning Report
3. Location Map
4. Variance Standards Responses
5. Surveys
6. Site Plan
7. Plans
8. City Council Resolution 2025-269

6.4 Approve Grant Agreement with the Metropolitan Council for the Northwest Greenway Park & Ride (TRN25002)

1. Grant Agreement
2. City Council Resolution 2025-270

6.5 Approve agreement with Axon Enterprises for the replacement of the police department's electronic incapacitation devices program (Taser)

1. Agreement
2. Quote Summary
3. City Council Resolution 2025-271

6.6 Variance request for a detached accessory structure that would exceed the height limit at 17840 4th Avenue North. (Brad Kramer & Paula Prah - 2025060)

1. Minutes
2. Planning Report
3. Location Map
4. Variance Standards Responses
5. Survey
6. Garden Shed Plans
7. City Council Resolution 2025-272

7. PUBLIC HEARINGS

7.1 Public hearing on vacation of right-of-way in Elmhurst Gateway

1. Presentation
2. Elmhurst Gateway Plat
3. Location Map
4. City Council Resolution 2025-273

8. GENERAL BUSINESS

8.1 Review Public Improvement Special Assessment Policy

1. Presentation
2. Revised Public Improvement Special Assessment Policy - Markup
3. Revised Public Improvement Special Assessment Policy - Clean

4. Revised Assessment Deferment Policy - Markup
5. Revised Assessment Deferment Policy - Clean
6. City Council Resolution 2025-274
7. City Council Ordinance 2025-11
8. City Council Resolution 2025-275

8.2 Approve agreement for professional services for final design of the Plymouth Creek Trail and Boardwalk

1. Presentation
2. Proposal
3. Concept
4. City Council Resolution 2025-276

9. REPORTS AND STAFF RECOMMENDATIONS

10. ADJOURNMENT

To: Dave Callister, City Manager

Prepared by: Emilie Kastner, Communications Manager

Reviewed by:

Item: Present photo contest winners (Communications Manager
Emilie Kastner)

1. Action Requested:

Receive presentation on this year's photo contest winners.

2. Background:

N/A

3. Budget Impact:

N/A

4. Attachments:

1. Presentation

Picture Plymouth Photo Contest 2025 winners

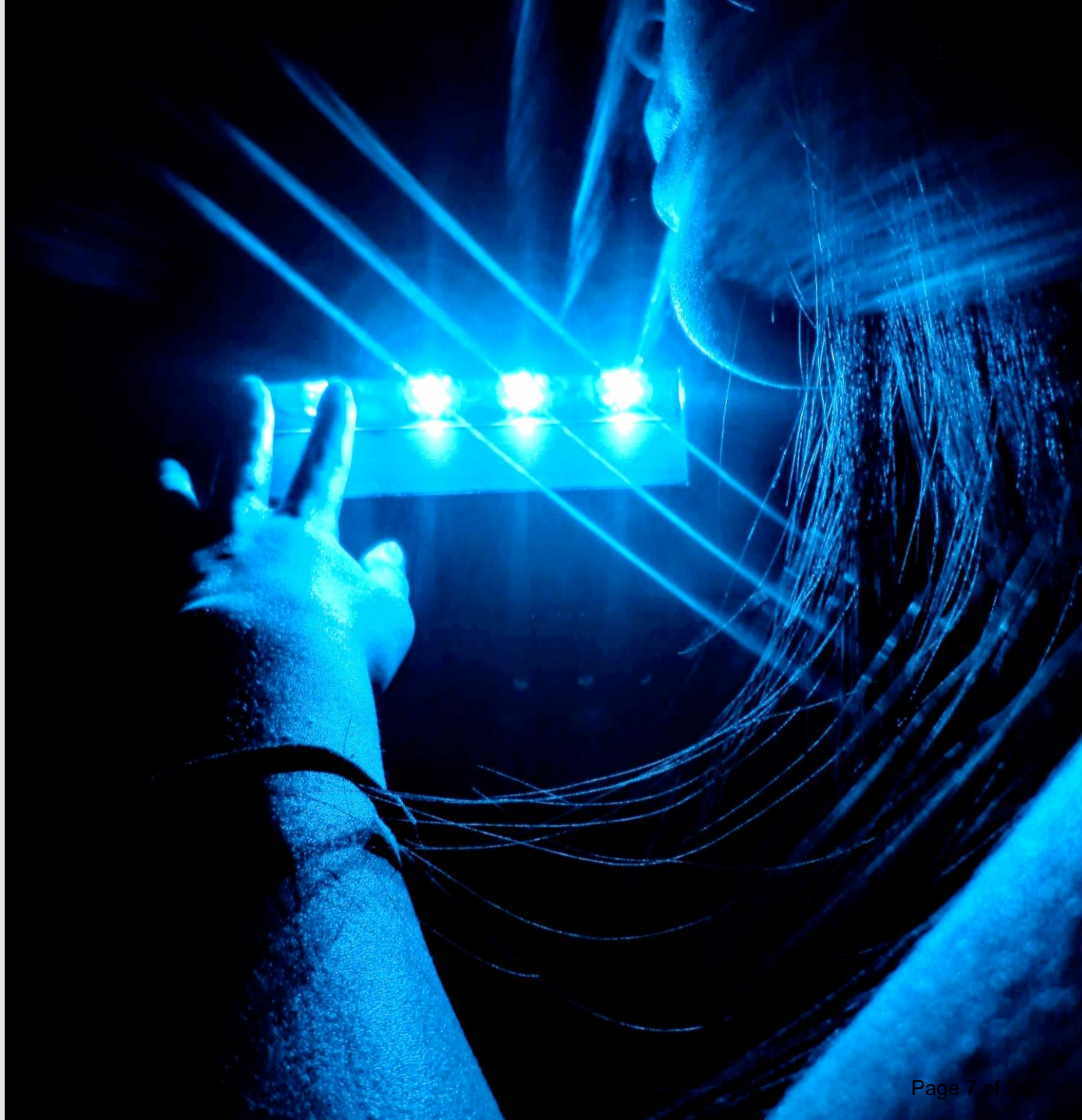


Abstract

Abstract Honorable Mention

Shin Tsz Lucy Kuo | "Luminescence"

Picture Plymouth
Photo Contest
2025 winners





**Abstract
Honorable Mention**

Sophie Morris | "Frozen Fun"

**Picture Plymouth
Photo Contest**
2025 winners
Page 8 of 246



**Abstract
3rd Place**

Cassandra Welshons | "Neon Blooms"

**Picture Plymouth
Photo Contest
2025 winners**
Page 9 of 246

Abstract 2nd Place

Benjamin Grover-Manthey
"Snow on Bubbles"

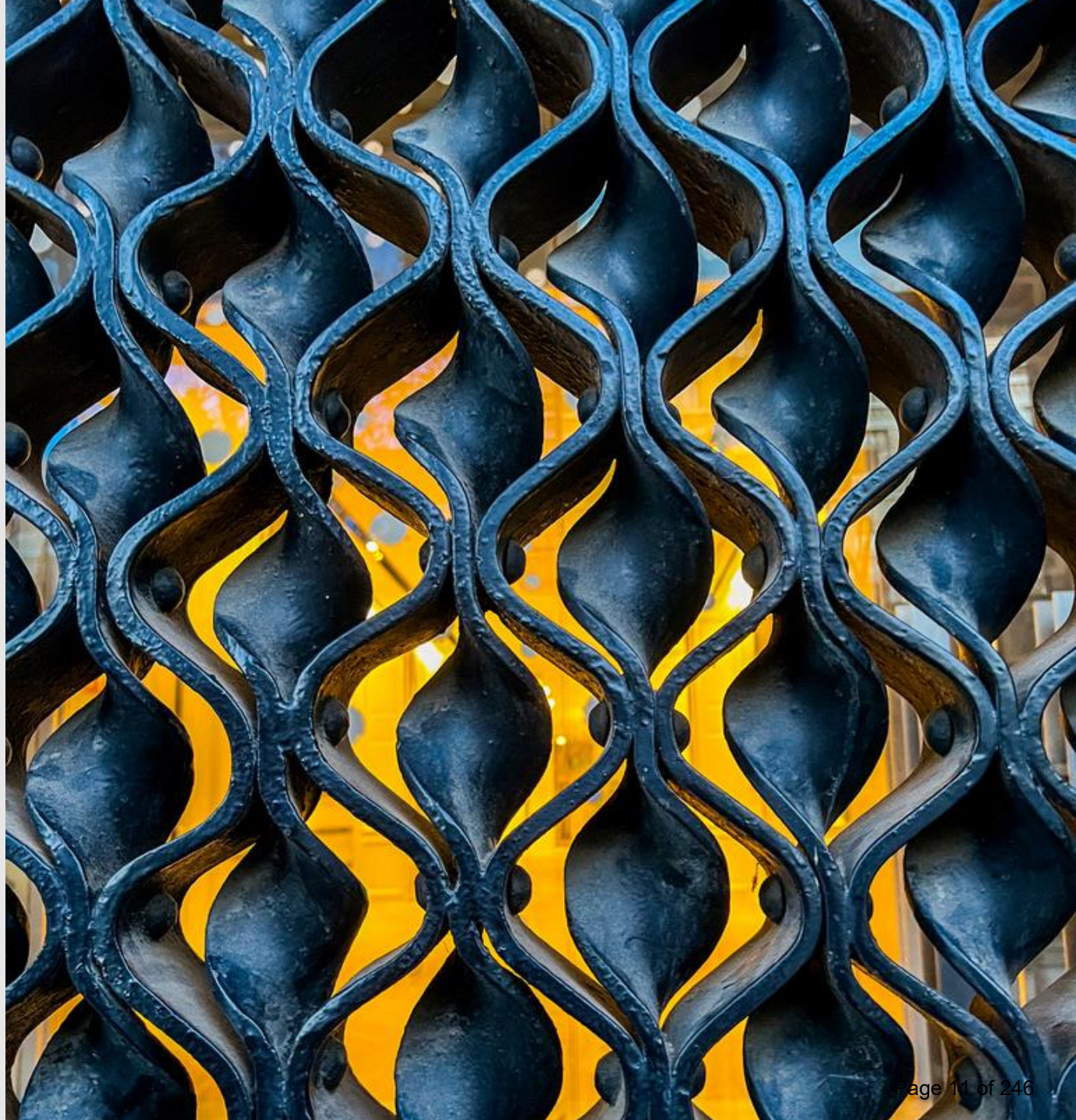
Picture Plymouth
Photo Contest
2025 winners



Abstract 1st Place

Jordan Brown
"Out of Reach"

Picture Plymouth
Photo Contest
2025 winners



People

People Honorable Mention

Shin Tsz Lucy Kuo
"Window"

Picture Plymouth
Photo Contest
2025 winners



People Honorable Mention

Scott Mohn

"Someone To Look Up To"

Picture Plymouth
Photo Contest
2025 winners





**People
3rd Place**

Thanh-Tam Tang | "Winter Silhouette"

**Picture Plymouth
Photo Contest
2025 winners**
Page 15 of 246



**People
2nd Place**

Anuradha Singh | "Together, We Are A Team"

Picture Plymouth
Photo Contest
2025 winners
Page 16 of 246



**People
1st Place**

Thomas Gendreau | "Wayzata Homecoming"

**Picture Plymouth
Photo Contest
2025 winners**
Page 17 of 246

Pets

Pets Honorable Mention

Jerry Wallerius
"Kiwi's Best Hair Day"

Picture Plymouth
Photo Contest
2025 winners





Pets
Honorable Mention

Colleen Cosgrove | "Dog Days"

Picture Plymouth
Photo Contest
2025 winners
Page 20 of 246



Pets
3rd Place

Rachel Hall | "Twix Assists with Bridal Shower Prep"

Picture Plymouth
Photo Contest
2025 winners
Page 21 of 246

Pets 2nd Place

Katie Ottinger | "Phoebe"

Picture Plymouth
Photo Contest
2025 winners





Pets
1st Place

Kara Bolognino | "Autumn Stroll"

Picture Plymouth
Photo Contest
2025 winners
Page 23 of 246

Places



**Places
Honorable Mention**

Laura Adelman | "Dragonfly Over Medicine Lake"

**Picture Plymouth
Photo Contest
2025 winners**
Page 25 of 246



**Places
3rd Place**

Cathy Milostan | "Nighttime at Plymouth Community Center"

Picture Plymouth
Photo Contest
2025 winners
Page 26 of 246



Places
2nd Place

Mark Wahl | "Medicine Lake Oak Tree"

Picture Plymouth
Photo Contest
2025 winners
Page 27 of 246



**Places
1st Place**

Bodhi Bhaduri | "Stars, Stripes and Music"

Picture Plymouth
Photo Contest
2025 winners
Page 28 of 246

Seasons



**Seasons
Honorable Mention**

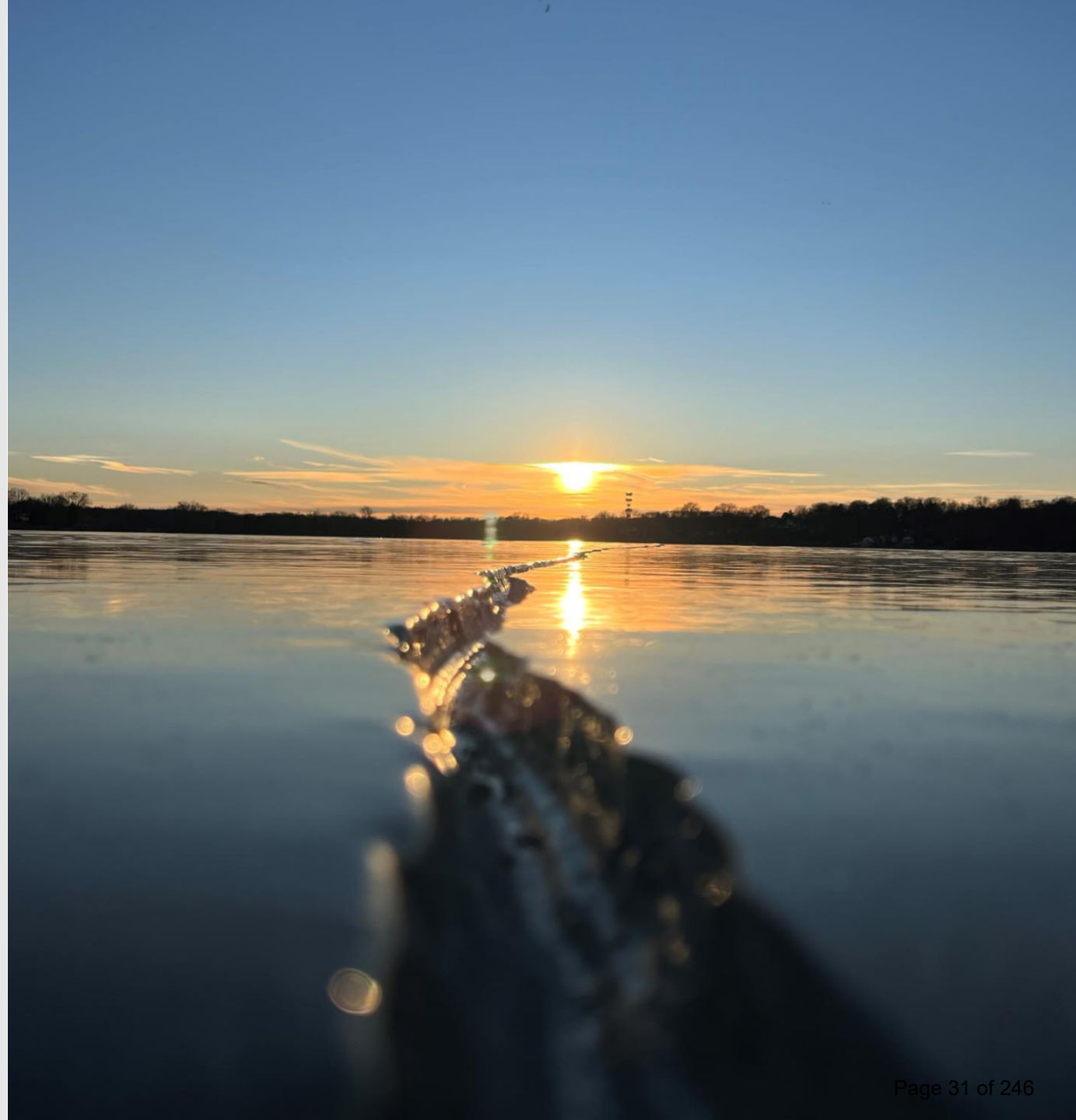
Larry Paulson | "The Quiet Before the Storm"

Picture Plymouth
Photo Contest
2025 winners
Page 30 of 246

Seasons 3rd Place

Thanh-Tam Tang | "Winter Break"

Picture Plymouth
Photo Contest
2025 winners





**Seasons
2nd Place**

Katie Wimberly | “Changing of the Seasons”

Picture Plymouth
Photo Contest
2025 winners
Page 32 of 246



**Seasons
1st Place**

Scott Anderson | “The Fog Fisher of Medicine Lake”

**Picture Plymouth
Photo Contest**
2025 winners
Page 33 of 246

Wildlife



Wildlife
Honorable Mention

Scott Mohn | "Gossamer"

Picture Plymouth
Photo Contest
2025 winners
Page 35 of 246



**Wildlife
Honorable Mention**

Rachel Hall | "Family Bonds"

**Picture Plymouth
Photo Contest
2025 winners**
Page 36 of 246

Wildlife 3rd Place

Anita Sperry | "Dreamcatcher"

Picture Plymouth
Photo Contest
2025 winners





Wildlife
2nd Place

Bodhi Bhaduri | “La Familia”

Picture Plymouth
Photo Contest
2025 winners
Page 38 of 246



**Wildlife
1st Place**

Jim Vogl | "In Flight!"

**Picture Plymouth
Photo Contest
2025 winners**
Page 39 of 246

Readers' Choice

Readers' Choice

Jan Speak

"Broad-Winged Hawk with a Rabbit Lunch"

Picture Plymouth
Photo Contest
2025 winners



Best in Show/Overall Winner



Best in Show

Masahiro Sunohara | "Plymouth's Sky of Wonder"

Picture Plymouth
Photo Contest
2025 winners
Page 43 of 246

Picture Plymouth Photo Contest 2025 winners



To: Dave Callister, City Manager

Prepared by: Emilie Kastner, Communications Manager

Reviewed by:

Item: **Present communications awards (Communications Manager Emilie Kastner)**

1. Action Requested:

Announce that the Communications Division received two awards from a state professional association.

2. Background:

The Plymouth Communications Division received the following awards from the Minnesota Association of Government Communicators (MAGC):

- Northern Lights Award (first place) in the Public Information Project category for assisting with the development and promotion of the new Plymouth Parks and Recreation mobile app
- Silver Award in the Special Events category for the Plymouth Old Town Hall Reopening event, which included promotion of the event and historical panels/exhibit design

3. Budget Impact:

N/A

4. Attachments:

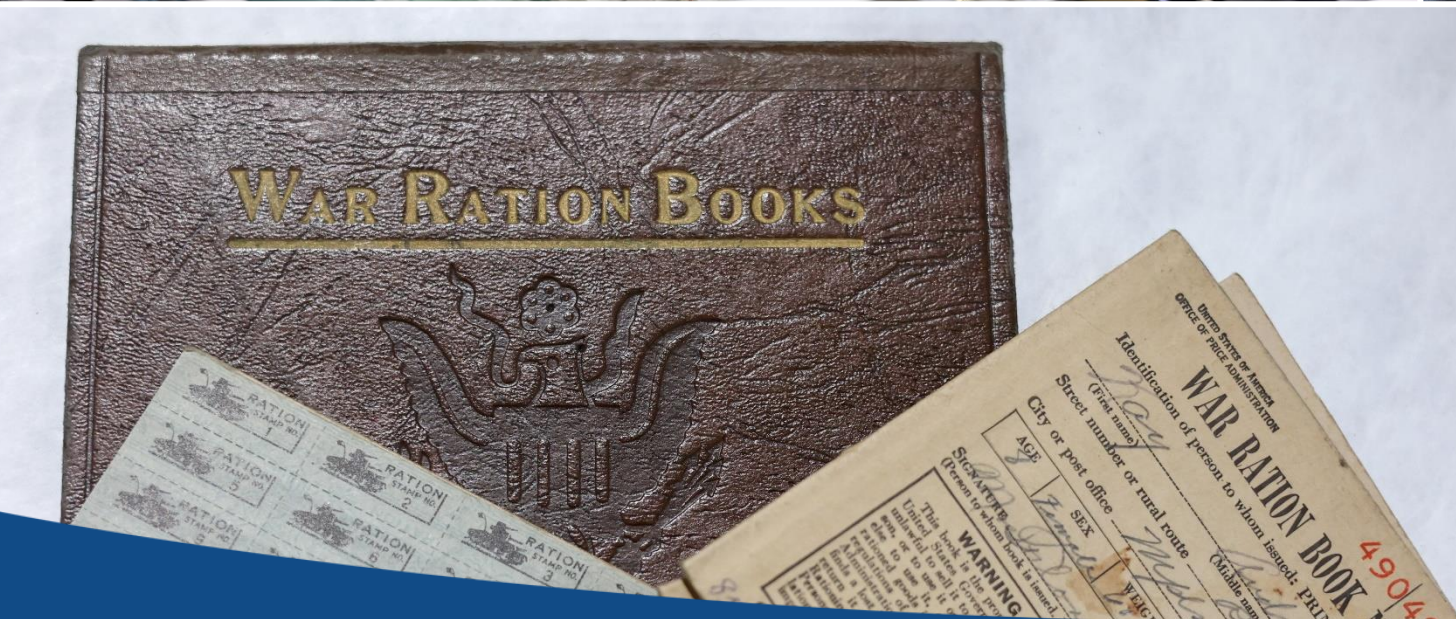
1. Presentation



Presentation of Awards

Communications Division 2025









4:08

Youth Activities

Aquatics

Adaptive & Inclusive Programs

Art, Music, Theater

Athletics & Sports

Education

11:46

My Account



My Profile



Family Calendar



new app



8:59

10:22

10:22

10:22

10:22

10:22

93

Search

Search

Search

Search

Search

Open

Thanks for using our app! To make ou
we bring updates to the App Store re
include new features, fixes and perfo

Thanks for using our app! To make ou
we bring updates to the App Store re
include new features, fixes and perfo

Thanks for using our app! To make ou
we bring updates to the App Store re
include new features, fixes and perfo

Thanks for usin
we bring update
include new fea

Thanks for using our app! To make our app better for you,
we bring updates to the App Store regularly. Updates will
include new features, fixes and performance [more](#)

Preview

Preview

Preview

Preview

Preview

Browse activites
for all ages

4:08

Youth Activities

Aquatics

Adaptive & Inclusive Programs

Art, Music, Theater

Athletics & Sports

Education

Health & Fitness

Skate, swim, learn &
play in Plymouth

11:47

Adult Aquatics

Activity Search

Search Results

Display Option: Detail

Showing re

Adult Beginner Swimming - 15800

Focus on basic swimming skills and comfort in the water.
Develop fundamental swim skills, basic stroke...
2 Sections

Deep Water Running - 15801

Have an injury? Tired of your same old workout? This 45
minute class is the perfect addition to your routine. Allo...
7 Sections

Women's Adult Beginner Swimming -
15802

Focus on basic swimming skills and comfort in the water.
Develop fundamental swim skills, basic stroke...
2 Sections

Register for programs,
right at your fingertips

11:46

My Account

My Profile

Household Calendar

Rent park pavillions &
book birthday parties

11:46

My Account

My Profile

Household Calendar

Manage your account,
passes & gift cards

11:46

My Account

My Profile

Household Calendar

iPhone

iPhone

iPhone

iPhone

iPhone

Today

Games

Apps

Today

Games

Apps

Today

Games

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Today

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Today

Games

Apps

Arcade

Search

Page 50 of 246

NEW PARKS & REC APP





To: Dave Callister, City Manager

Prepared by: MK Anderson, Environmental Stewardship Coordinator

Reviewed by: Michael Thompson, Public Works Director

Item: **Recognize 2025 Plymouth Environmental Academy Attendees**

1. Action Requested:

Recognize the 2025 Plymouth Environmental Academy Attendees.

2. Background:

The 2025 Plymouth Environmental Academy took place from August 21 through October 9 and consisted of four sessions. The first session featured a tour of Schmidt Woods Park, followed by a second session on tree care and water quality. The third session included a tour highlighting stormwater best practices across the city, and the fourth focused on actions residents can take to improve stormwater management at home. Participants being recognized attended at least three of the four sessions.

3. Budget Impact:

N/A

4. Attachments:



To: Dave Callister, City Manager

Prepared by: Jodi Gallup, City Clerk

Reviewed by:

Item: Adopt proposed minutes

1. Action Requested:

Adopt proposed minutes.

2. Background:

Not applicable.

3. Budget Impact:

Not applicable.

4. Attachments:

1. October 14 Special
2. October 14 Regular

Proposed Minutes Special Council Meeting October 14, 2025

Mayor Wosje called a Special Meeting of the Plymouth City Council to order at 5:00 p.m. at Plymouth City Hall, 3400 Plymouth Boulevard, on October 14, 2025.

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

COUNCIL ABSENT: None.

STAFF PRESENT: City Manager Callister, Public Safety Director Fadden, Community and Economic Development Director Fernelius, Parks and Recreation Director Tomlinson, Fire Chief Coppa, Human Resources Director Timpone, Finance Director Rich, Assistant Public Works Director/City Engineer Payne, Planning Manager Sommers, Recreation Supervisor Hemp, Ice Arena Manager Halverson, Community Center Manager Riley, Ice Arena Operations Supervisor Langer, Economic Development Coordinator Erickson, Community Center Assistant Manager Widmyer, Community Center Operations Supervisor Santor, and City Clerk/Administrative Coordinator Gallup.

Proposed sales tax projects operational model and introduction of design team

Parks and Recreation Director Tomlinson introduced the design team for the proposed sales tax projects. Staff presented the operational models for each project including information on usage, hours, rental times, revenue and how the new facilities will be managed.

Council members asked questions and provided feedback on the study.

Small area Plan visioning concepts (SE Quadrant of Highways 55 and 494)

Planning Manager Sommers and TKDA representatives presented on the existing conditions, design process and design concepts.

Council members asked questions and provided feedback.

Mayor Wosje recessed the special meeting at 6:48 p.m.
The meeting reconvened at 7:18 p.m.

Economic Development Strategic Plan

Economic Development Coordinator Erickson presented to the council the need for an Economic Development Strategic Plan and next steps in the process.

Council members asked questions and provided feedback.

Set Future Study Sessions

The following study session topics were scheduled:

- Discuss council listening session policy was added to the October 28 study session
- Budget Session #3 moved to the November 10 study session

Adjournment

Mayor Wosje adjourned the meeting at 8:05 p.m.

Jodi M. Gallup, City Clerk/Administrative Coordinator

Proposed Minutes Regular City Council Meeting October 14, 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 October 14, 2025.

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

COUNCIL ABSENT: None.

STAFF PRESENT: City Manager Callister, Public Safety Director Fadden, Community and Economic Development Director Fernelius, Parks and Recreation Director Tomlinson, Human Resources Director Timpone, Finance Director Rich, Deputy Public Works Director/City Engineer Payne, Planning Manager Sommers, Economic Development Coordinator Erickson, City Attorney Mattick, and City Clerk/Administrative Coordinator Gallup.

Plymouth Forum

Scott Johnson, resident, expressed his concern regarding the safety of Highway 55.

Presentations and Public Information Announcements

(4.1) Proclamation recognizing October as National Community Planning Month

Councilmember Pointner read the proclamation recognizing October as National Community Planning Month in the City of Plymouth.

Approval of Agenda

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

Consent Agenda

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

(6.1) Council minutes from special and regular meeting of September 23, 2025.

- (6.2)** Resolution approving disbursements ending October 3, 2025 (Res2025-259).
- (6.3)** Resolution designating consulting engineer for the 2027 Street Reconstruction Project (ST279001) (Res2025-260).
- (6.4)** Resolution approving grant agreement with the Metropolitan Council for the Station 73 Transit and Regional Improvement Program (TRIP) (ST230003) (Res2025-261).
- (6.5)** Resolution appointing student member to the Parks and Recreation Advisory Commission (Res2025-262).
- (6.6)** Resolution approving master services agreement with Paymentus Corporation (Res2025-263).
- (6.7)** Resolution supporting local control of transit services and opposing the dissolution of suburban transit providers (Res2025-264).
- (6.8)** Resolution approving application to the Tax Base Revitalization Account (TBRA) site investigation grant program (Res2025-265).
- (6.9)** Resolution for approval and submission of the fiscal year 2024 Consolidated Annual Performance and Evaluation Report (CAPER) (Res2025-266).

With all members voting in favor, the motion carried.

Public Hearings

There were no public hearings.

General Business

(8.1) Authorize 2050 Comprehensive Plan Request for Proposals (RFP) for consultant services

Planning Manager Sommers presented this item and provided an overview of the 2050 Comprehensive Plan, outlining the long-term vision, goals, and strategies. She also shared a future timeline of requirements.

Planning Manager Sommers shared that departments have reviewed the system statement and provided feedback for future review.

Motion was made by Councilmember Pointner, and seconded by Councilmember Aldrich, to adopt Resolution approving a request for proposal and authorize release of request for proposal for consultant services for the comprehensive plan update (Res2025-267). With all members voting in favor, the motion carried.

Reports and Staff Recommendations

There were no staff reports.

Adjournment

Mayor Wosje adjourned the meeting at 7:12 p.m.

Jodi Gallup, City Clerk/Administrative Coordinator

To: Dave Callister, City Manager

Prepared by: Tammy Geurkink, Accounting Specialist

Reviewed by: Andrea Rich, Finance Director

Item: **Approve disbursements**

1. Action Requested:

Adopt resolution approving disbursements.

2. Background:

Attached are lists of city fund disbursements for the period ending x/xx/2025.

3. Budget Impact:

Not applicable.

4. Attachments:

1. Invoice Expense Distribution
2. City Council Resolution 2025-268

Invoice Expense Distribution for Period Ended 10/17/25 Council Meeting 10/28/25

FUND	100	General Fund	1,115,886.44
	200	Recreation Fund	10,329.70
	210	Parker's Lake Cemetery Maint	0.00
	215	Destination Marketing Org Fund	0.00
	220	Transit System Fund	56,185.30
	234	Economic Development Fund	0.00
	240	Lawful Gambling	0.00
	250	Comm Dev Block Grant Fund	0.00
	254	HRA Section 8 Fund	390.00
	254	HAP Check Summary	3,681.00
	258	HRA General Fund	326.46
	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	456,815.11
	401	Minnesota State Aid Fund	0.00
	404	Community Improvement	0.00
	405	Park Replacement Fund	2,800.00
	406	Street Reconstruction Fund	0.00
	407	Project Administration Fund	0.00
	408	Park Construction	2,924.79
	409	Capital Improvement Fund	0.00
	412	Water Sewer Replace	0.00
	413	Improvement Project Construction	3,645,673.67
	417	Project Warranty Repairs	0.00
	418	Utility Trunk System Expansion	0.00
	420	Water Sewer Construction	0.00
	421	ENT-Water Resources Constrctn	0.00
	422	TIF 7-4 PTP Construction	0.00
	423	TIF 7-5 Rottlund (Const)	0.00
	424	TIF 7-6 Berkshire	0.00
	425	TIF Housing Assistance Program	0.00
	426	TIF 7-7 Stonecreek	0.00
	427	TIF 1-1 Shops at Plymth Crk	0.00
	428	TIF 1-2 Vicksburg Commons	0.00
	429	TIF HRA 1-3 Crossroads Station	0.00
	432	TIF 7-8 Quest	0.00
	433	TIF 7-9 Four Seasons	0.00
	434	TIF 7-10 Sands	0.00
	435	Plymouth Creek Center Expansion	0.00
	436	Doran Bassett Creek	0.00
	437	CON - Fire Stations	0.00
	438	TIF 7-12-Prudential/Blvd	0.00
	500	Water Fund	305,001.07
	510	Water Resources Fund	12,857.86
	520	Sewer Fund	130,152.71
	530	Solid Waste Management Fund	242,534.57
	540	Ice Center Fund	100,430.92
	550	Field House Fund	0.00
	600	Central Equipment Fund	156,714.63
	610	Public Facilities Fund	386,771.43
	620	Information Technology Fund	105,221.25
	630	Risk Management Fund	158,509.41
	640	Employee Benefits Fund	394,195.56
	660	Resource Planning	4,200.00
	700	Parkers's Lake Cemetery	0.00
	800	Investment Trust Fund	0.00
	850	Plymouth Town Square	550.80
	851	Vicksburg Crossing	0.00

Total Invoice Expense Distribution:

7,292,152.68

CITY OF PLYMOUTH

RESOLUTION No. 2025-268

RESOLUTION APPROVING DISBURSEMENTS ENDING OCTOBER 17, 2025

WHEREAS, a list of disbursements for the period ending October 17, 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	\$ 1,182,401.44
Construction & Debt Service	\$ 4,108,213.57
Enterprise & Internal Service	\$ 1,997,140.21
Housing Redevelopment	<u>\$ 716.46</u>
Check Register Total	\$ 7,288,471.68

US Bank – Housing Assistance Payments

Housing & Redevelopment Authority	<u>\$ 3,681.00</u>
	\$ 3,681.00
GRAND TOTAL FOR ALL FUNDS	\$ 7,292,152.68

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

EFT	3,124,844.05
Check (#178925-179324)	4,163,627.63
Total	\$ 7,288,471.68

APPROVED by the City Council on this 28th day of October, 2025.

To: Dave Callister, City Manager

Prepared by: Kip Berglund, Senior Planner

Reviewed by: Grant Fernelius, CED Director
Lori Sommers, Planning Manager

Item: **Variance request for a detached garage in the front yard at 2319 West Medicine Lake Drive. (Sandcon Remodeling, Inc. - 2025055)**

1. Action Requested:

Adopt the attached resolution approving a variance for Sandcon Remodeling, Inc, for a detached garage in the front yard at 2319 West Medicine Lake Drive, as recommended by the Planning Commission.

Approval requires a 4/7 vote of the City Council.

2. Background:

On October 15, the Planning Commission reviewed the proposal, conducted a public meeting, and subsequently voted unanimously to recommend approval of the variance request under its consent agenda.

A copy of the Planning Commission meeting minutes and report are attached. Notice of the public meeting was mailed to all property owners within 200 feet of the site.

3. Budget Impact:

Not applicable.

4. Attachments:

1. Minutes
2. Planning Report
3. Location Map

4. Variance Standards Responses
5. Surveys
6. Site Plan
7. Plans
8. City Council Resolution 2025-269

Proposed Minutes Planning Commission Meeting October 15, 2025

Chair Boo called a Meeting of the Plymouth Planning Commission to order at 7:00 p.m. in the Council Chambers of City Hall, 3400 Plymouth Boulevard, on October 15, 2025.

COMMISSIONERS PRESENT: Chair Michael Boo, Marc Anderson, Julie Olson, Bill Wixon, Josh Fowler, and Neha Markanda

COMMISSIONERS ABSENT: Jim Willis

STAFF PRESENT: Planning Manager Lori Sommers, Engineering Services Manager Chris McKenzie, Senior Planner Kip Berglund, Community and Economic Development Director Grant Fernelius, Associate Planner Sohpie Kucera, and City Council Liaison Julie Pointner

Chair Boo led the Pledge of Allegiance.

Call to Order

Public Forum

Approval of Agenda

Motion was made by Commissioner Fowler and seconded by Commissioner Anderson to approve the agenda. With all Commissioners voting in favor, the motion carried.

Consent Agenda

- (4.1) Planning Commission minutes from meeting held on September 17, 2025.**
- (4.2) Variance request for a detached garage in the front yard at 2319 West Medicine Lake Drive (Sandcon Remodeling, Inc. – 2025055)**
- (4.3) Variance request for a detached accessory structure that would exceed the height limit at 17840 4th Avenue North (Brad Kramer and Paula Prah – 2025060)**

Motion was made by Commissioner Anderson and seconded by Commissioner Olson to approve the consent agenda. With all Commissioners voting in favor, the motion carried.

Commissioner Markanda stated that the link within the packet for the minutes brings up the July minutes.

Planning Manager Sommers apologized for the error, noting that the wrong set of minutes must have been uploaded, and stated that the September 17, 2025, minutes will be brought to the next meeting for consideration.

Public Hearing

- (5.1) Comprehensive plan regarding, rezoning, PUD general plan, and preliminary plat for Plymouth Plaza located at 1455 County Road 101 (Marco McLane – 2025042)**

New Business

Adjournment

Chair Boo adjourned the meeting at 9:32 p.m.

To: Plymouth Planning Commission

From: Kip Berglund, Senior Planner (763-509-5453)
Community and Economic Development Department

Subject: Sandcon Remodeling, Inc. – variance request to allow a detached garage
In the front yard at 2319 West Medicine Lake Drive (2025055)

Ward 3

Deadline: December 20, 2025

Summary

Request for a variance for a 672-square-foot (24-foot by 28-foot) detached garage in the front yard. The variance is to allow for a detached accessory building in the front yard. Under the plan, the existing home and 300-square-foot detached garage would be removed and replaced with a new home and larger detached garage.

The existing home has a side yard setback of 4.1 feet where 8 feet is required in the RSF-3 zoning district. The applicant has applied for a separate administrative permit to expand, but not increase, the non-conforming structure. The proposed home would be constructed 4.7 feet from the north side property line at its closest point.

An aerial view of the site is included on the right for reference on the site context.



Recommended Action

Community and Economic Development Department Staff recommend approval of the variance for the detached accessory structure in the front yard.



Site Information

Zoning and Land Use

The property is zoned RSF-3 (single family detached 3) and guided LA-1 (living area 1).

	Use	Zoning	Land Use Designation (2040 Comprehensive Plan)
Subject Property	Single-family home	RSF-3	LA-1
North and South	Single-family homes in the Elmhurst Subdivision	RSF-3	LA-1
West (<i>across Hemlock Ln</i>)	Single-family homes in the Elmhurst Subdivision	RSF-3	LA-1
East (<i>across Medicine Lake Dr</i>)	Medicine Lake	N/A	N/A

Natural Characteristics of Site

The lot is located in the Bassett Creek watershed and is within the shoreland overlay district for Medicine Lake. It is not located in a floodplain management overlay district, and there are no wetlands on the property.

Previous City Actions Affecting Site

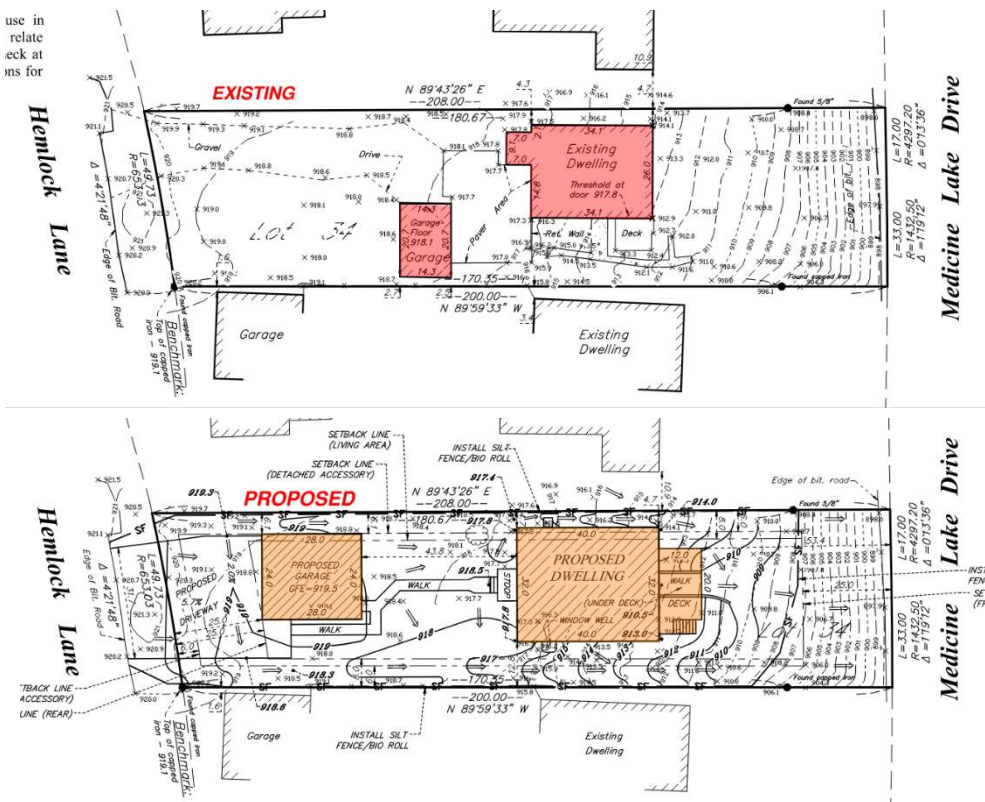
The subject lot was created in 1912 as part of the Elmhurst subdivision. The home was built in 1918.

Analysis of Request

The applicant is requesting approval of a variance to allow the construction of a new detached garage that would replace an existing detached garage on the lot. The variance would allow the new garage to be larger than the existing garage, be in a different location, and be in a front yard (the area between the home and Hemlock Lane where access is gained).

The subject property is zoned RSF-3, contains 10,085 square feet and is 49.7 feet in width at the front setback. The zoning ordinance specifies that lots within the RSF-3 zoning district shall contain a minimum lot size of 7,000 square feet and 65 feet in width. Therefore, the subject property is undersized for lot width requirements. The existing detached garage is located southwest of the existing home and is located 2.5 feet from the southern side property line and roughly 63 feet from the western front property line. For architectural and aesthetic purposes, and to limit the amount of impervious surface, the proposed detached garage would align with the placement of the home on the lot and be located 6 feet from the north side property line, and 25 feet from the west front property line.

The applicant states that the current 300-square-foot detached garage is not large enough for the owner's needs, who purchased the property in 2024. If approved, the new garage would allow the owners to park their vehicles inside and allow for additional storage space. The applicant also states that the proposed detached garage would not be out of character for the neighborhood. Staff notes that the two properties to the north and two properties to the south of the subject property all contain detached garages in the front yards that range from 0.53 feet to 4 feet from the side property lines and 8 feet to 50 feet from the front property lines.



Impervious surface

The property is in the shoreland overlay district for Medicine Lake and therefore the ordinance stipulates a maximum impervious surface coverage of 25 percent. The subject property is 10,085 square feet and currently contains 34.6 percent (3,493 square feet) impervious surface coverage. The applicant has provided a survey that includes the proposed impervious surface coverage stating that, if approved, the impervious surface of the lot would be 33.9 percent (3,421 square feet). The existing non-conforming impervious surface percentage would be reduced by 0.7 percent. Therefore, the proposed impervious surface percentage would remain at or below the existing percent and meet zoning ordinance requirements for properties located within shoreland overlay districts.

Stormwater

If approved, the detached garage would be located six feet from the north side property line. The applicant submitted a proposed survey that shows drainage arrows and elevations that would direct stormwater coming from the adjacent property and subject property, north of the garage and home, east along a graded contour toward Medicine Lake. The placement of the detached

garage and home shall not cause any additional stormwater runoff onto adjacent properties. A condition is in the attached resolution that requires approval of the proposed grading and drainage plan prior to the issuance of a building permit.

Findings

In review of the request, staff finds that all the applicable variance standards would be met, as follows:

1. Would the variance, and its resulting construction or project, be in harmony with the general purposes and intent of the Zoning Ordinance, and be consistent with the comprehensive plan?

Finding: Staff finds that the request is in harmony with the general purpose of the zoning ordinance and comprehensive plan. There is a need for a garage in Minnesota's climate, and detached garages are a permitted accessory use in the RSF-3 zoning district.

2. The variance applicant has satisfactorily established that there are practical difficulties in complying with this Chapter. "Practical difficulties" means that:

- a. Does the applicant propose to use the property in a reasonable manner permitted by this Chapter?

Finding: Staff finds that the request is reasonable. The property will be used in a reasonable manner, as permitted by the zoning ordinance. Upon the granting of the variance, and administrative permit, the project will comply with the zoning ordinance.

- b. Is the plight of the landowner due to circumstances unique to the property that were not created by the landowner?

Finding: Staff finds that the property characteristics were not caused by the applicant as they recently purchased it and currently contains a detached garage in the front yard that does not meet their vehicle parking and storage needs.

- c. The variance, if granted, would not alter the essential character of the locality?

Finding: Staff finds that the request would not alter the essential character of the locality as several properties within the neighborhood have detached garages in the front yard.

3. Is the variance request based exclusively upon economic considerations?

Finding: Staff finds that the request is not solely based on economic considerations but based upon the need for additional garage space, limiting the need for outdoor storage.

4. Would the variance, and its resulting construction or project, be detrimental to the public welfare, or would it be injurious to other land or improvements in the neighborhood?

Finding: Staff finds that the request would not be detrimental to the public welfare and would not be injurious to other land/improvements in the neighborhood. The larger

detached garage would allow for vehicles to be parked inside and for additional storage space.

5. Would variance, and its resulting construction or project, impair an adequate supply of light and air to adjacent properties? Or would it substantially increase traffic congestion in public streets, increase the danger of fire, endanger the public safety, or substantially diminish property values within the neighborhood?

Finding: Staff finds that the request would not impair light and air, nor increase traffic, risk of fire, nor endanger the public safety, nor diminish property values in the neighborhood. The detached garage would be in character with the neighborhood, match the architecture of the home and increase the value of the property.

6. Is the variance requested the minimum action required to address or alleviate the practical difficulties?

Finding: Staff finds that the variance is the minimum action required to address the practical difficulties. The design and placement of the detached garage is based on both architectural and aesthetic purposes, would limit the impervious surface percentage, and would meet or exceed all other zoning requirements.

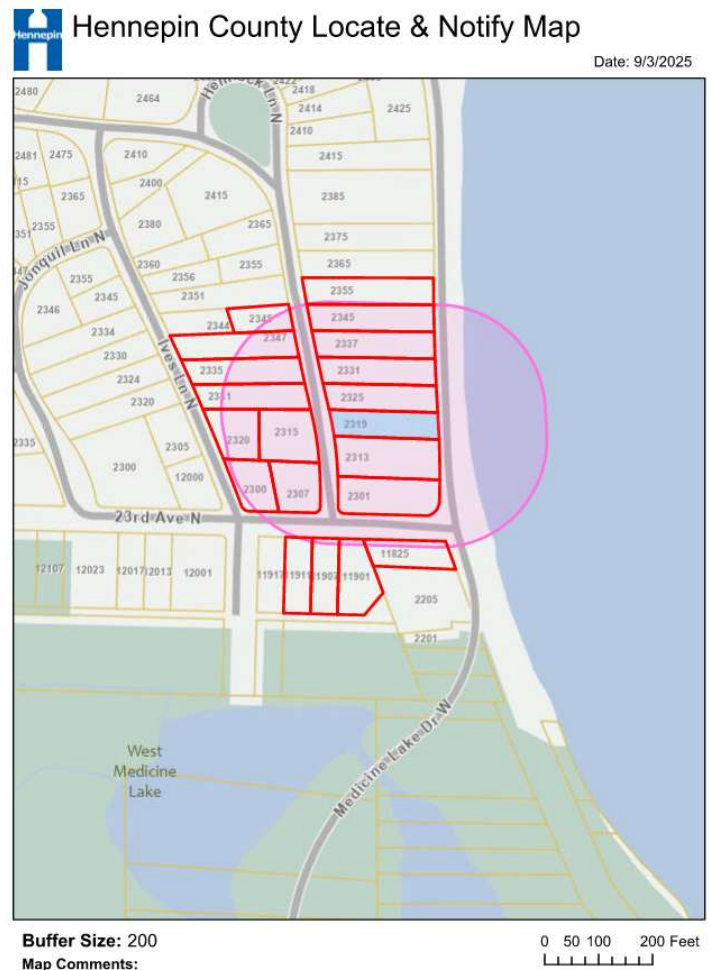
The Planning Commission must review the variance request for compliance with the standards outlined in the zoning ordinance. A copy of the variance standards is attached.

Level of Discretion in Decision-Making

The City's discretion in approving or denying a variance is limited to whether or not the proposal meets the standards for a variance. The City has a relatively high level of discretion with a variance because the burden of proof is on the applicant to show that they meet the standards for a variance.

Public Notice

Notice of the public meeting was mailed to all property owners within 200 feet of the site.





2025055
Sandcon Remodeling, Inc.
2319 West Medicine Lake Drive
Request for a Variance



Legend

- C, Commercial
- CC, City Center
- CO, Commercial Office
- IND
- LA-1, Living Area 1
- LA-2, Living Area 2
- LA-3, Living Area 3
- LA-4, Living Area 4
- LA-5
- MXD
- MXD-R
- P-I, Public/Semi-Public/Institutional

Variance Application Checklist

Please submit digital (emailed, USB) copies of the following items via email to planning@plymouthmn.gov to submit your application.
Applications will be processed once all items on this checklist are submitted.

Requirements

- **Completed [Application Form](#)**, signed by the property owner.
- **Answers** to the questions on page 2.
- **Accurate Certified Survey** showing the proposal, drawn to scale, including all dimensions and square footages.
- **Site Plan** showing any applicable changes in landscaping, signage, lighting, and grading.
- **Application Fee** payable to the City of Plymouth:
 - \$150 for subdivision code variance
 - \$200 for 1 and 2 family lots
 - \$300 for all other lots,
 - Plus, for non-residential uses within 500 lineal feet of any residential property, an additional \$165 fee for a development sign on one street frontage and \$50 per sign for each additional street frontage.

The fee for staff-prepared mailing labels is included in the application fee. Please contact planning@plymouthmn.gov to set up online payment or submit a check or cash with the request.

Additional information may be requested concerning operational factors or to retain expert testimony with the consent and at the expense of the applicant as necessary to establish performance conditions in relation to all pertinent sections of the zoning ordinance. For a complete list of required materials, refer to Section 21030 of the Plymouth Zoning Ordinance.



What is the proposed project? Explain what you're doing and why you need a variance.

Requesting a variance for proposed detached garage, as it is located in a front yard.

Would the variance, and its resulting construction or project, be in harmony with the general purposes and intent of the Zoning Ordinance, and consistent with the comprehensive plan? Explain.

Yes. It enhances the quality of housing. A new home is proposed to replace one that is over 100 years old. improvements the property, compliance with current watershed standards, and reduction in maintenance comparative to the existing structure.

Would the variance, and its resulting construction or project, be detrimental to the public welfare, or injurious to other land or improvements in the neighborhood? Explain.

It will be an improvement financially and aesthetically to its neighborhood. The new home is proposed in similar position to the existing, with detached garage placement similar to but more zone compliant than neighboring properties. It does not pose a danger to public welfare, nor is it injurious to other land or improvements.

Would the variance, and resulting project, impair an adequate supply of light and air to adjacent properties, substantially increase traffic congestion in public streets, increase the danger of fire, endanger the public safety, or substantially diminish property values within the neighborhood? Explain.

No. Then new garage placement is compliant in terms of setbacks. This increases distance from property lines and street, which increases space for air, light and traffic. It decreases fire hazard. The new structure will be an improvement in property value.

Explain the "practical difficulties" present by answering the following questions:

Is the variance the minimum action required to address or alleviate the practical difficulties? Explain.

Do you plan to use the property in a reasonable manner, permitted by the Zoning Ordinance? Explain.

Yes, the intent is for this home to be the primary residence of the home owner.



Would the variance, if granted, alter the essential character of the locality?

It would not. The adjacent properties in fact have non-conforming detached garages, except that they do
comply with current zoning setback requirements, as this one does.

Is the variance request based exclusively upon economic considerations? Explain.

No. It is based on a goal of building a new structure that matches and/or compliments the design and
character of the existing neighborhood. It would be less expensive to construct an attached garage but would
increase impervious coverage. It would be less expensive to construct the garage closer to the front setback
(like the adjoining properties which do not comply with setback requirements).

Is the difficulty due to circumstances unique to the property and was the issue created by the property owner? Explain.

The difficulty is due to Hemlock Lane being defined as the front the property, because there is not good
access from Medicine Lake Drive in terms placing a garage or driveway. This requires the garage to be
placed on the Hemlock Lane side, the front side of the home.

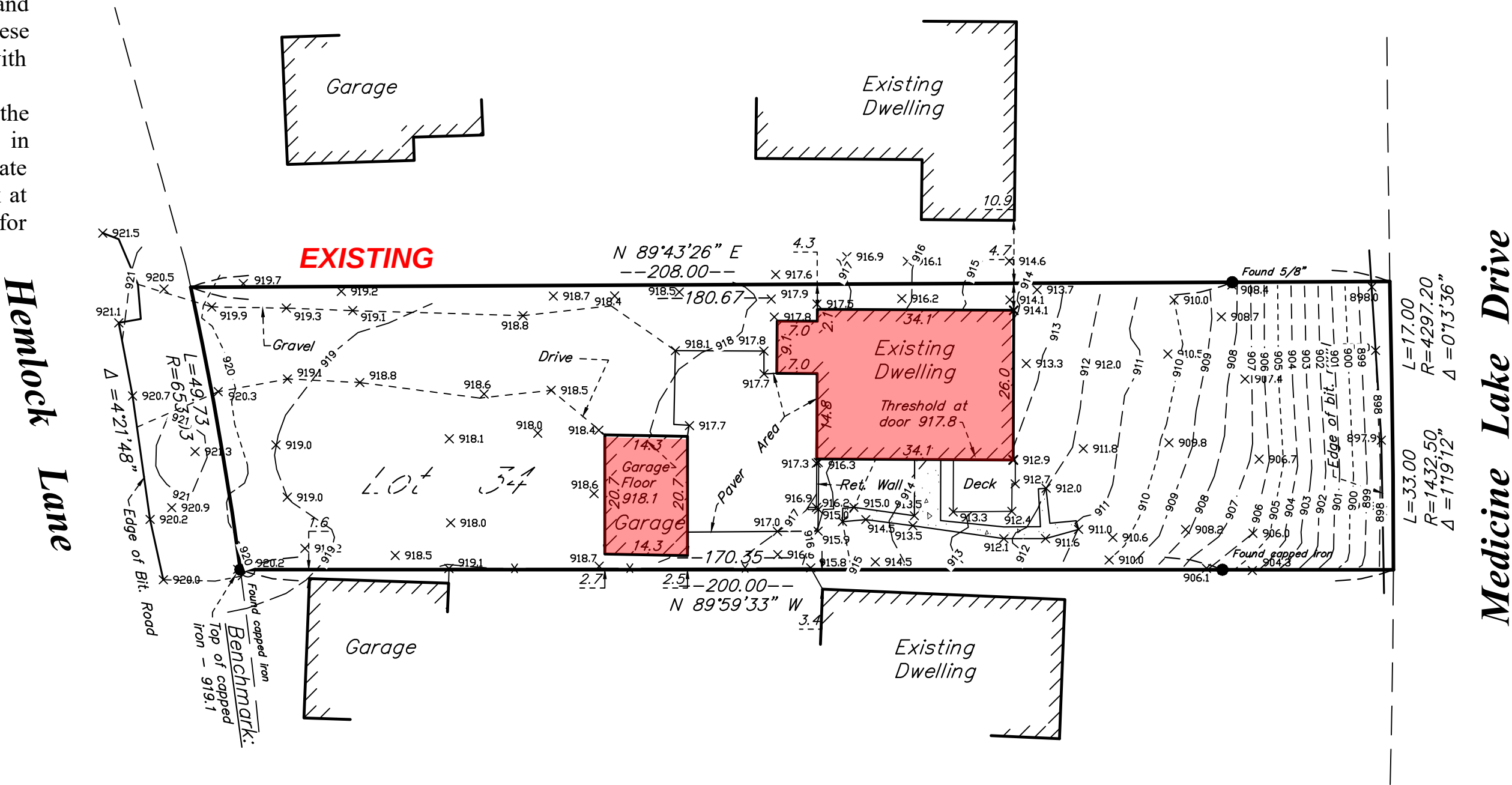


LEGAL DESCRIPTION:
Lot 34, Block 1, ELMHURST, Hennepin County, Minnesota.

- SCOPE OF WORK & LIMITATIONS:
- Showing the length and direction of boundary lines of the legal description listed above. The scope of our services does not include determining what you own, which is a legal matter. Please check the legal description with your records or consult with competent legal counsel, if necessary, to make sure that it is correct and that any matters of record, such as easements, that you wish to be included on the survey have been shown.
 - Showing the location of observed existing improvements we deem necessary for the survey.
 - Setting survey markers or verifying existing survey markers to establish the corners of the property.
 - This survey has been completed without the benefit of a current title commitment. There may be existing easements or other encumbrances that would be revealed by a current title commitment. Therefore, this survey does not purport to show any easements or encumbrances other than the ones shown hereon.
 - Note that all building dimensions and building tie dimensions to the property lines, are taken from the siding and or stucco of the building.
 - Showing and tabulating impervious surface coverage of the lot for your review and for the review of such governmental agencies that may have jurisdiction over these requirements to verify they are correctly shown before proceeding with construction.
 - Showing elevations on the site at selected locations to give some indication of the topography of the site. We have also provided a benchmark for your use in determining elevations for construction on this site. The elevations shown relate only to the benchmark provided on this survey. Use that benchmark and check at least one other feature shown on the survey when determining other elevations for use on this site or before beginning construction.

STANDARD SYMBOLS & CONVENTIONS:

"●" Denotes iron survey marker, set, unless otherwise noted.



LEGEND	
	= CATCH BASIN
	= GAS METER
	= FIRE HYDRANT
	= POWER POLE
	= MANHOLE
	= TELEPHONE PED.
	= ELEC. TRANSFORMER
	= WELL
	= GATE VALVE
	= LIGHT POLE
	= TREE
	= FENCE LINE
	= SANITARY SEWER LINE
	= WATER LINE
	= GAS LINE
	= STORM DRAIN LINE
	= OVERHEAD UTILITY LINE
	=BITUMINOUS SURFACE
	= CONCRETE SURFACE

EXISTING HARDCOVER	
House	948 Sq. Ft.
Existing Deck	94 Sq. Ft.
Gravel Driveway	1,208 Sq. Ft.
Garage	296 Sq. Ft.
Concrete Surfaces	133 Sq. Ft.
Paver Patio	696 Sq. Ft.
Ret. Walls	4 Sq. Ft.
Bituminous Road	114 Sq. Ft.
TOTAL EXISTING HARDCOVER	3,493 Sq. Ft.
AREA OF LOT	10,085 Sq. Ft.
PERCENTAGE OF HARDCOVER TO LOT	34.6%

DATE	REVISION DESCRIPTION	DRAWING ORIENTATION & SCALE SCALE - 1" = 20'	CLIENT NAME / JOB ADDRESS	Advance Surveying & Engineering, Co.	I HEREBY CERTIFY THAT THIS PLAN, SURVEY OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA. Thomas M. Bloom # 42379 LICENSE NO. AUGUST 20, 2024 DATE	DATE SURVEYED: AUGUST 20, 2024 DATE DRAFTED: AUGUST 20, 2024	SHEET TITLE EXISTING CONDITIONS SURVEY DRAWING NUMBER 241017 TB	SHEET SIZE 17 X 22 SHEET NO. S1
			LISA NORCROSS 2319 MEDICINE LAKE DRIVE WEST PLYMOUTH, MN	18202 Minnetonka Boulevard, Suite 401 Deephaven, Minnesota 55391 Phone (952) 474-7964 Web: www.advsur.com				SHEET 1 of 1 Page 76 of 246

LEGAL DESCRIPTION:
Lot 34, Block 1, ELMHURST, Hennepin County, Minnesota.

SCOPE OF WORK & LIMITATIONS:

- Showing the length and direction of boundary lines of the legal description listed above. The scope of our services does not include determining what you own, which is a legal matter. Please check the legal description with your records or consult with competent legal counsel, if necessary, to make sure that it is correct and that any matters of record, such as easements, that you wish to be included on the survey have been shown.
- Showing the location of observed existing improvements we deem necessary for the survey.
- Setting survey markers or verifying existing survey markers to establish the corners of the property.
- This survey has been completed without the benefit of a current title commitment. There may be existing easements or other encumbrances that would be revealed by a current title commitment. Therefore, this survey does not purport to show any easements or encumbrances other than the ones shown hereon.
- Note that all building dimensions and building tie dimensions to the property lines, are taken from the siding and or stucco of the building.
- Showing and tabulating impervious surface coverage of the lot for your review and for the review of such governmental agencies that may have jurisdiction over these requirements to verify they are correctly shown before proceeding with construction.
- Showing elevations on the site at selected locations to give some indication of the topography of the site. We have also provided a benchmark for your use in determining elevations for construction on this site. The elevations shown relate only to the benchmark provided on this survey. Use that benchmark and check at least one other feature shown on the survey when determining other elevations for use on this site or before beginning construction.
- While we show a proposed location for this home or addition, we are not as familiar with your proposed plans as you, your architect, or the builder are. Review our proposed location of the improvements and proposed yard grades carefully to verify that they match your plans before construction begins. Also, we are not as familiar with local codes and minimum requirements as the local building and zoning officials in this community are. Be sure to show this survey to said officials, or any other officials that may have jurisdiction over the proposed improvements and obtain their approvals before beginning construction or planning improvements to the property.
- While we show the building setback lines per the City of Plymouth web site, we suggest you show this survey to the appropriate city officials to be sure that the setback lines are shown correctly. Do this BEFORE you use this survey to design anything for this site.

STANDARD SYMBOLS & CONVENTIONS:

"●" Denotes iron survey marker, set, unless otherwise noted.

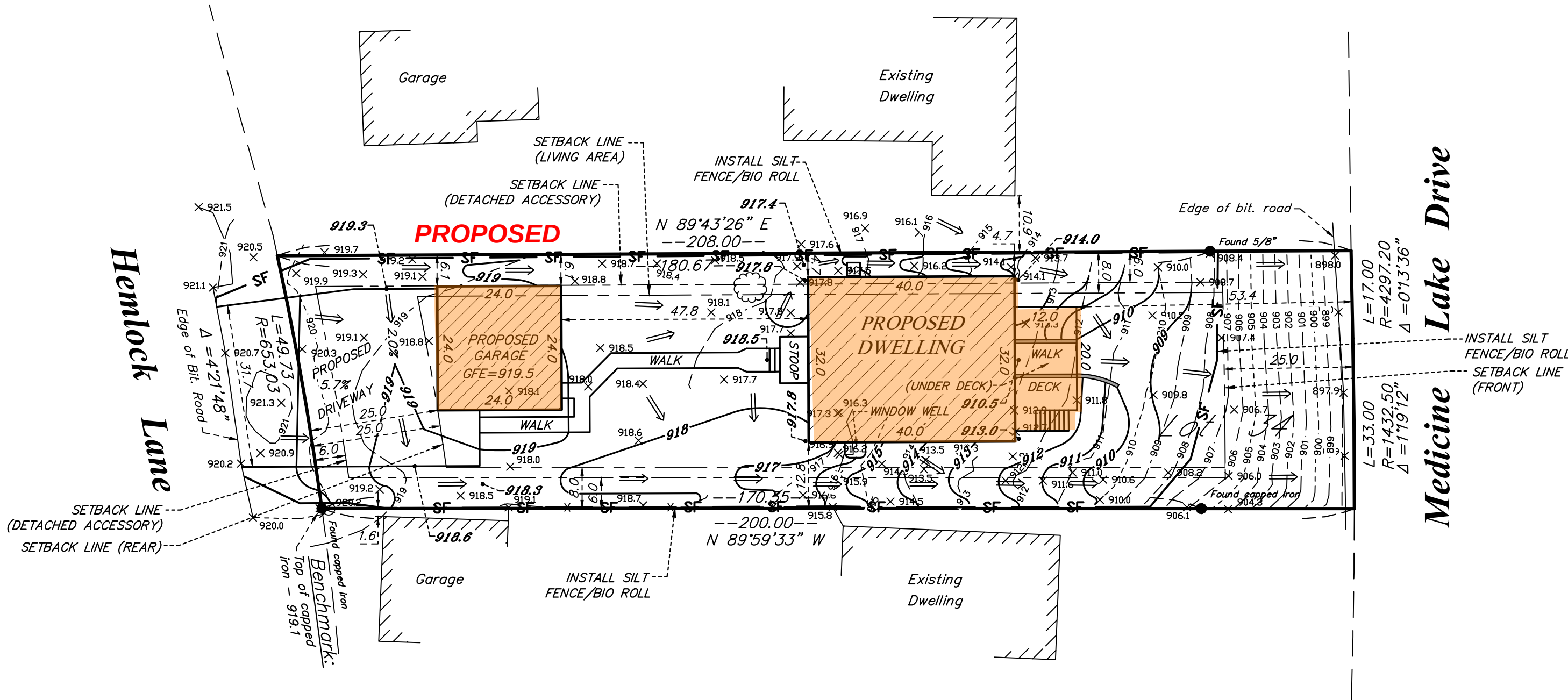
GRADING & EROSION CONTROL NOTES:

BEFORE DEMOLITION AND GRADING BEGIN

- Install silt fence/bio roll around the perimeter of the construction area.
- Sediment control measures must remain in place until final stabilization has been established and then shall be removed. Sediment controls may be removed to accommodate short term construction activity but must be replaced before the next rain.
- Contractor shall install inlet protection on all existing storm sewer inlets in accordance with the city standard details. Inlet protection shall also be provided on all proposed storm sewer inlets immediately following construction of the inlet. Inlet protection must be installed in a manner that will not impound water for extended periods of time or in a manner that presents a hazard to vehicular or pedestrian traffic.

SITE WORK COMPLETION:

- When final grading has been completed but before placement of seed or sod an "as built" survey shall be done per City of Plymouth requirements to insure that grading was properly done.
- When any remedial grading has been completed, sod or seeding shall be completed including any erosion control blankets for steep areas.
- When turf is established, silt fence and inlet protection and other erosion control devices shall be disposed of and adjacent streets, alleys and walks shall be cleaned as needed to deliver a site that is erosion resistant and clean.
- Contractor shall maintain positive drainage of a minimum 2% slope away from proposed building.



PROPOSED ELEVATIONS
FIRST FLOOR (SUB-FLOOR) = 920.39
TOP OF FOUNDATION = 918.70
BASEMENT FLOOR = 910.79

LEGEND	
EXISTING CONTOUR	---915---
EXISTING SPOT ELEVATION	X 915.5
PROPOSED CONTOUR	—915—
PROPOSED SPOT ELEVATION	915.5
DRAINAGE ARROW - FLOW	⇒
SILT FENCE/BIO ROLL	— SF —

EXISTING HARDCOVER	
House	948 Sq. Ft.
Existing Deck	94 Sq. Ft.
Gravel Driveway	1,208 Sq. Ft.
Garage	296 Sq. Ft.
Concrete Surfaces	133 Sq. Ft.
Paver Patio	696 Sq. Ft.
Ret. Walls	4 Sq. Ft.
Bituminous Road	114 Sq. Ft.
TOTAL EXISTING HARDCOVER	3,493 Sq. Ft.
AREA OF LOT	10,085 Sq. Ft.
PERCENTAGE OF HARDCOVER TO LOT	34.6%

PROPOSED HARDCOVER	
House	1,280 Sq. Ft.
Front Stoop	59 Sq. Ft.
Rear Walk/Steps	72 Sq. Ft.
Walk	211 Sq. Ft.
Proposed Garage	576 Sq. Ft.
Ret. Walls	22 Sq. Ft.
Driveway	985 Sq. Ft.
Bituminous Road	114 Sq. Ft.
AC Pad	6 Sq. Ft.
TOTAL PROPOSED HARDCOVER	3,293 Sq. Ft.
AREA OF LOT	10,085 Sq. Ft.
PERCENTAGE OF HARDCOVER TO LOT	32.6%

DATE	REVISION DESCRIPTION	DRAWING ORIENTATION & SCALE SCALE - 1" = 20' 	CLIENT NAME / JOB ADDRESS LISA NORCROSS 2319 MEDICINE LAKE DRIVE WEST PLYMOUTH, MN	Advance Surveying & Engineering, Co. 18202 Minnetonka Boulevard, Suite 401 Deephaven, Minnesota 55391 Phone (952) 474-7964 Web: www.advsur.com	I HEREBY CERTIFY THAT THIS PLAN, SURVEY OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA. Thomas M. Bloom # 42379 LICENSE NO. AUGUST 19, 2025 DATE	DATE SURVEYED: AUGUST 20, 2024 DATE DRAFTED: AUGUST 19, 2025	SHEET TITLE PROPOSED SURVEY DRAWING NUMBER 251405 JR	SHEET SIZE 17 X 22 SHEET NO. S1

SHEET 1 OF 1
Page 77 of 246

2319 Medicine Lake Drive W Norcross Residence
Lower Level Revised 1/4" = 1 Foot

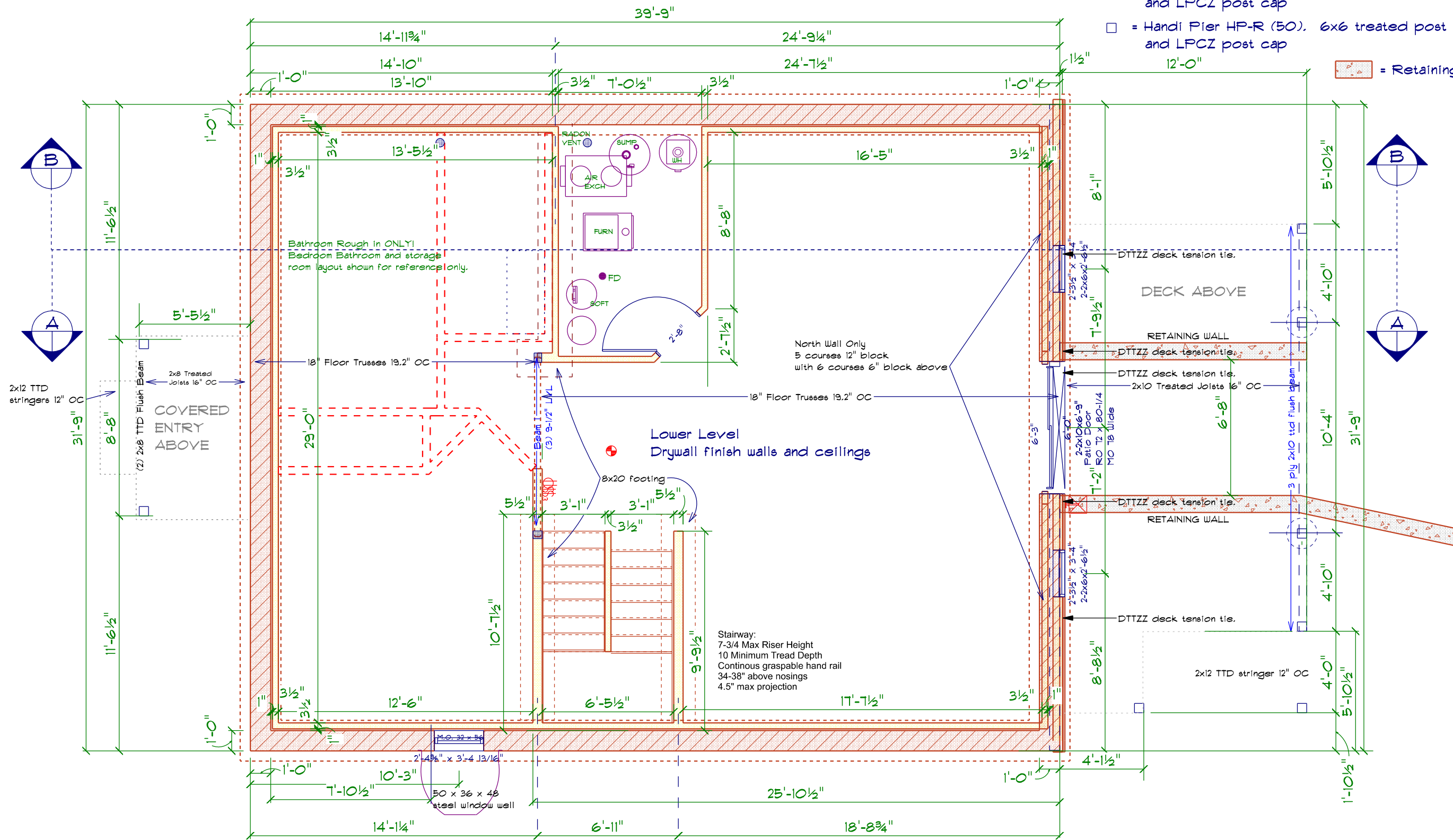
 = 2x4 Interior Wall

 = 2x6 Interior Wall

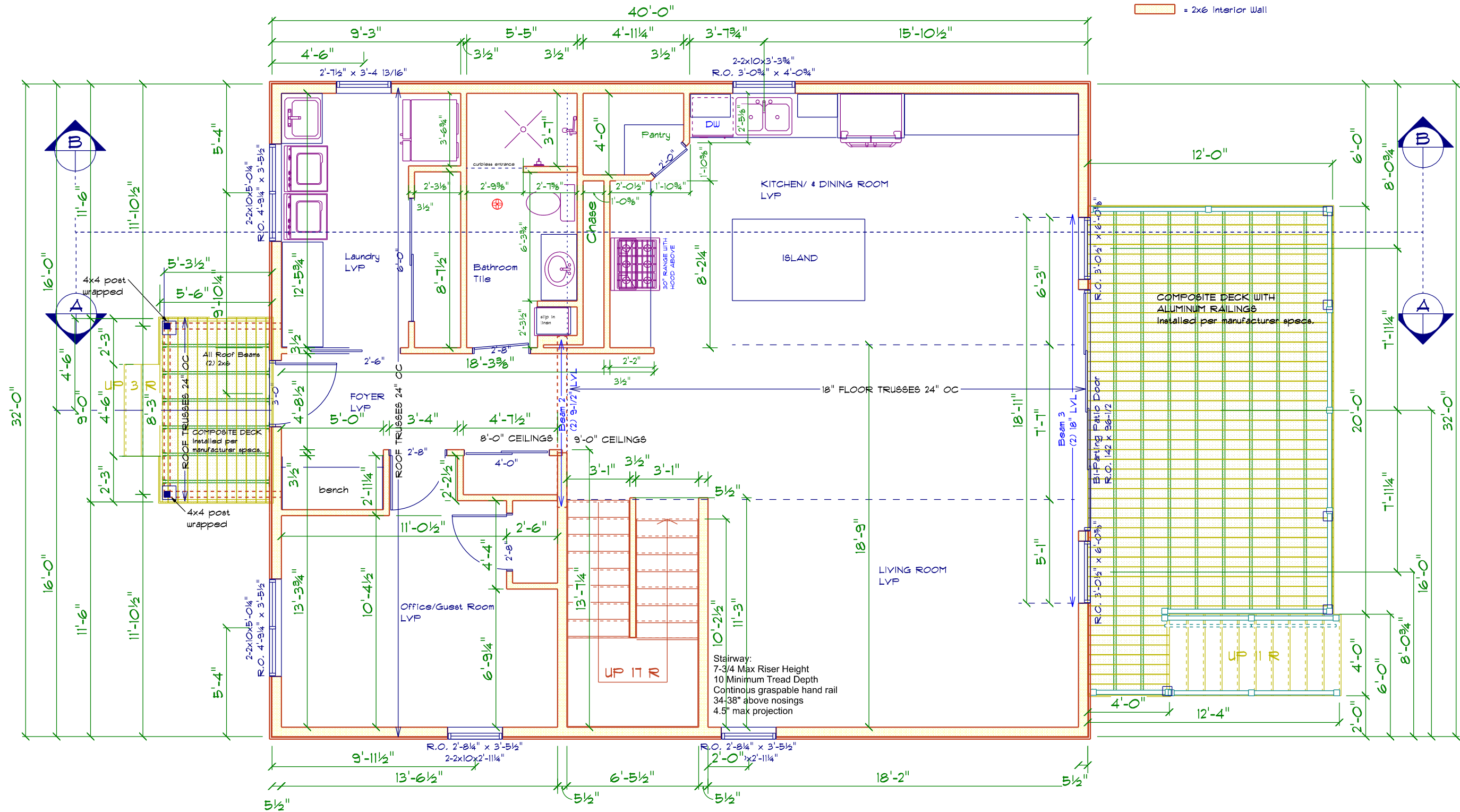
 = 12" concrete block wall

□ = 18" concrete footing, flare bottom, to 21" diameter.
6x6 treated post above on ABA66Z post base
and LPCZ post cap

□ = Handi Pier HP-R (50). 6x6 treated post above on ABA66Z post base and LPCZ post cap

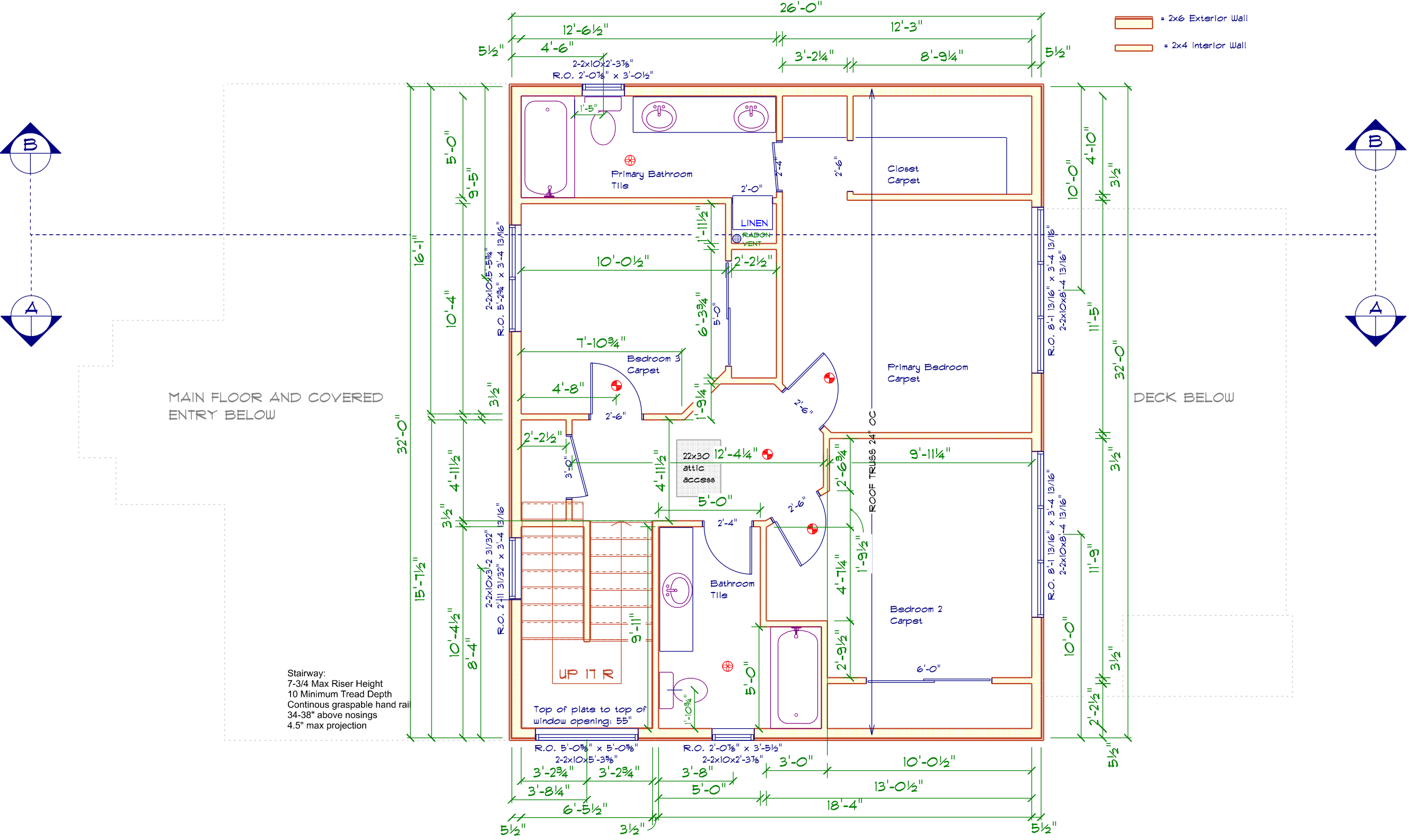
 = Retaining Wall

2319 Medicine Lake Drive W Norcross Residence
Main Floor Plan 1/4" = 1 Foot

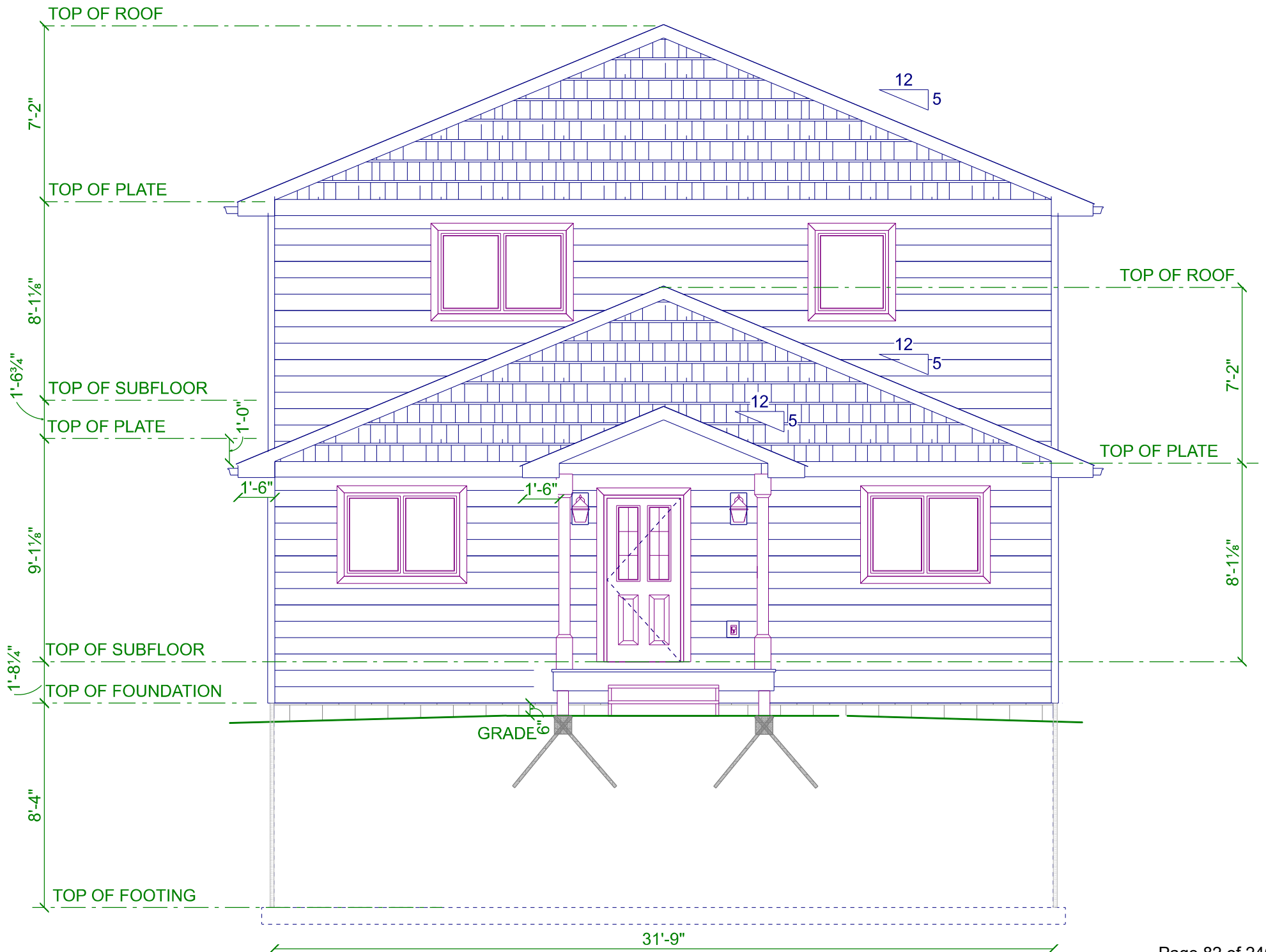


2319 Medicine Lake Drive W Norcross Residence
2nd Floor

1/4" = 1 Foot

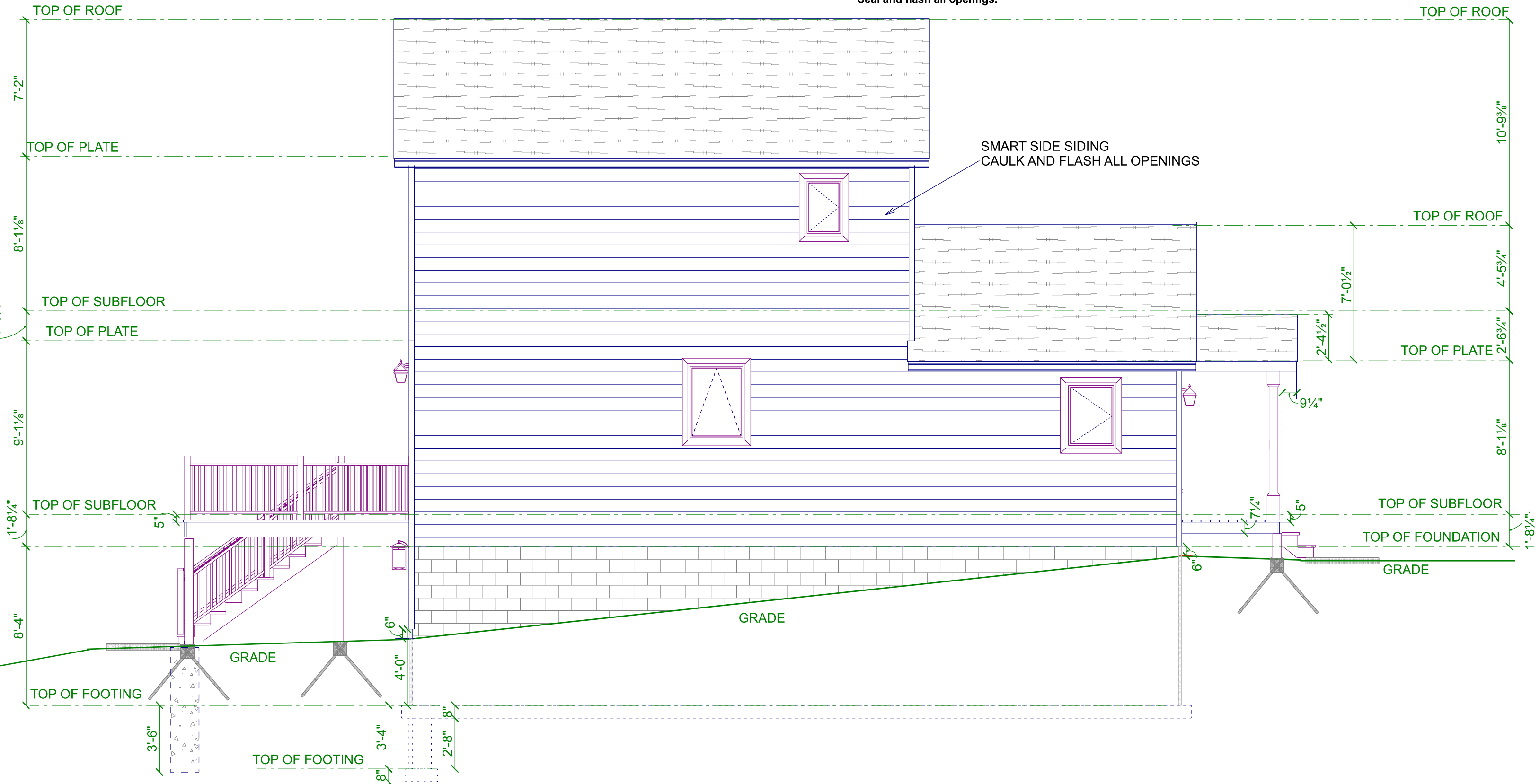


WEST ELEVATION 1/4" = 1 FOOT

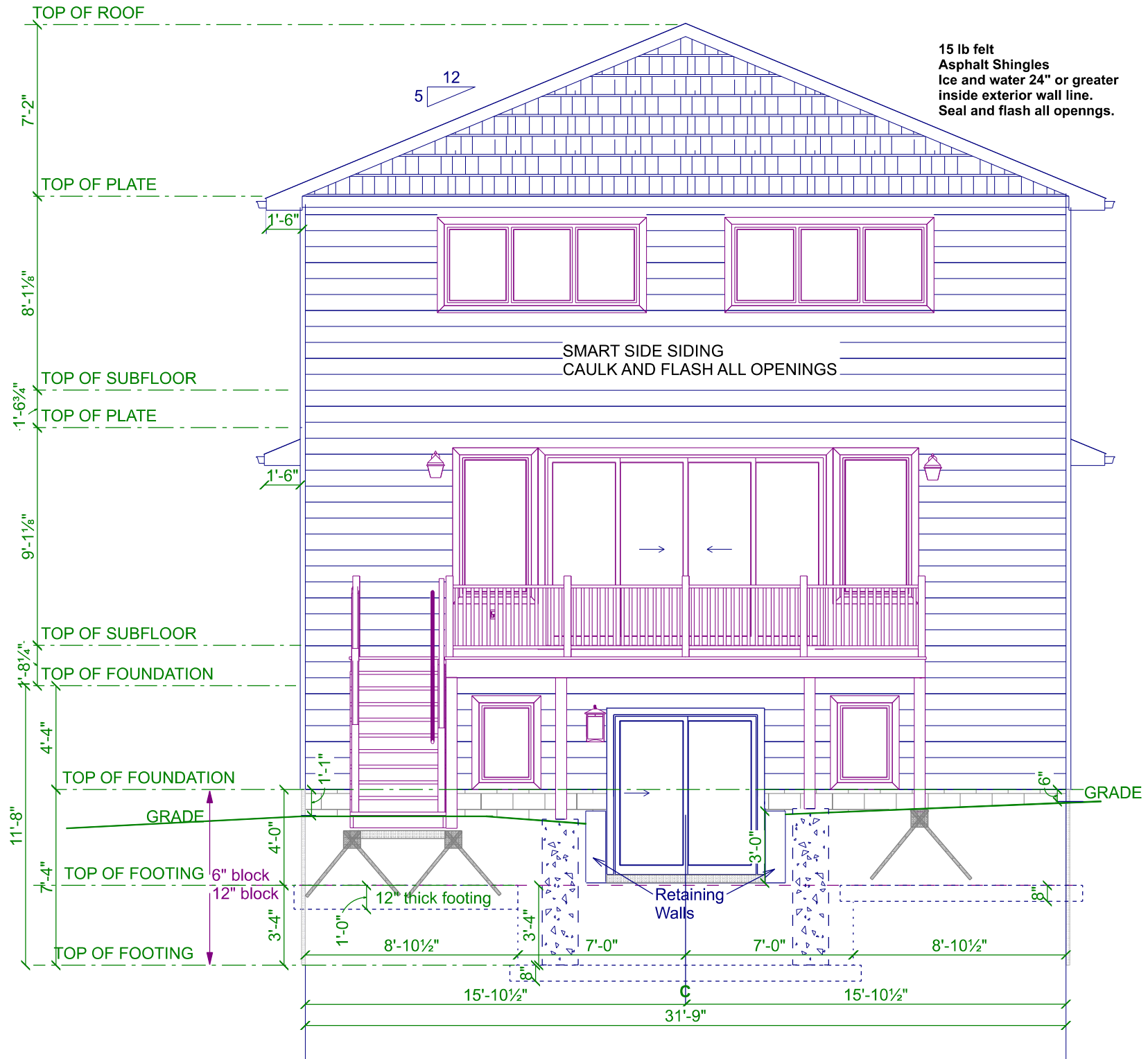


NORTH ELEVATION 1/4" = 1 FOOT

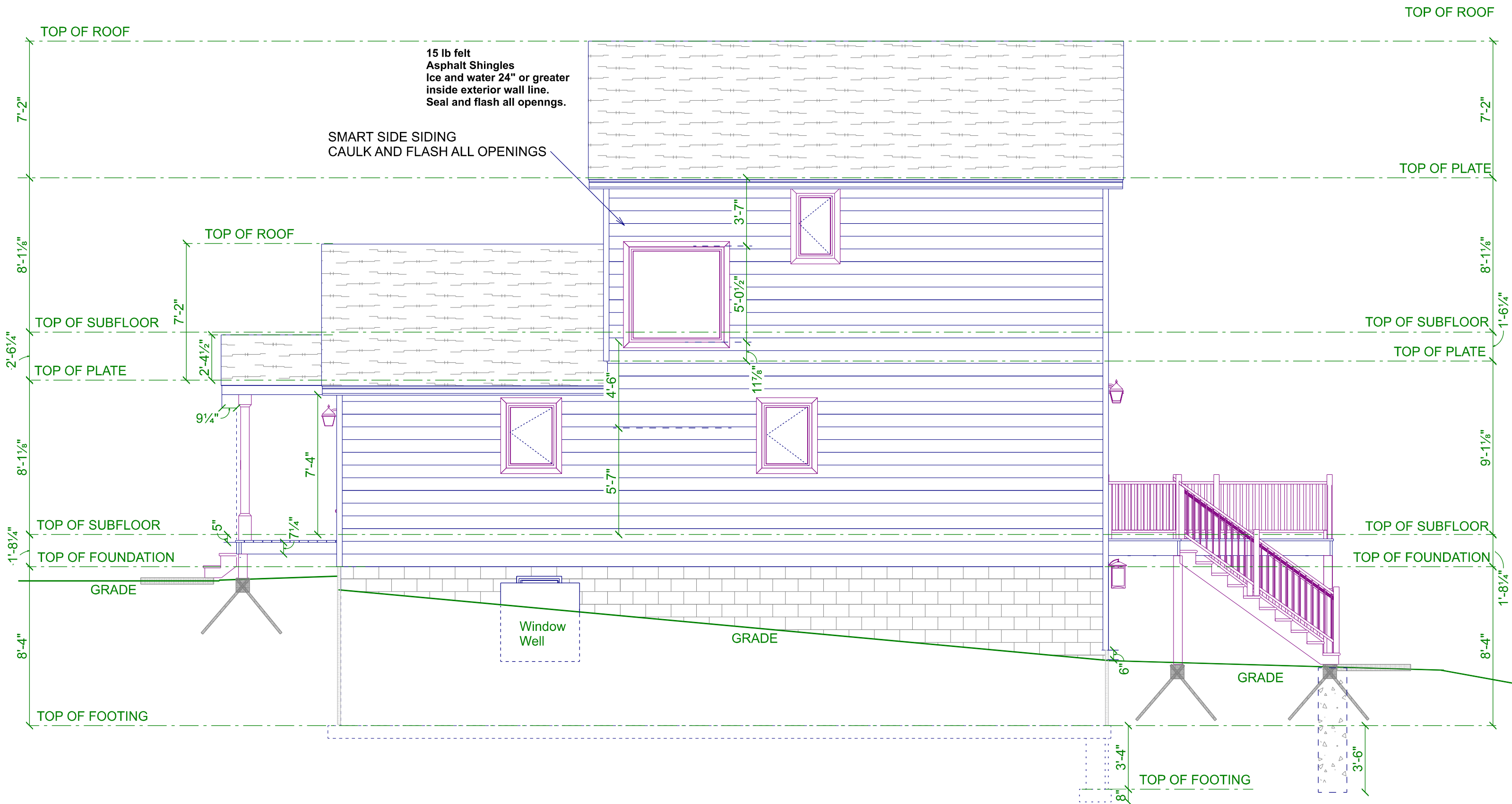
15 lb felt
Asphalt Shingles
Ice and water 24" or greater
inside exterior wall line.
Seal and flash all openngs.



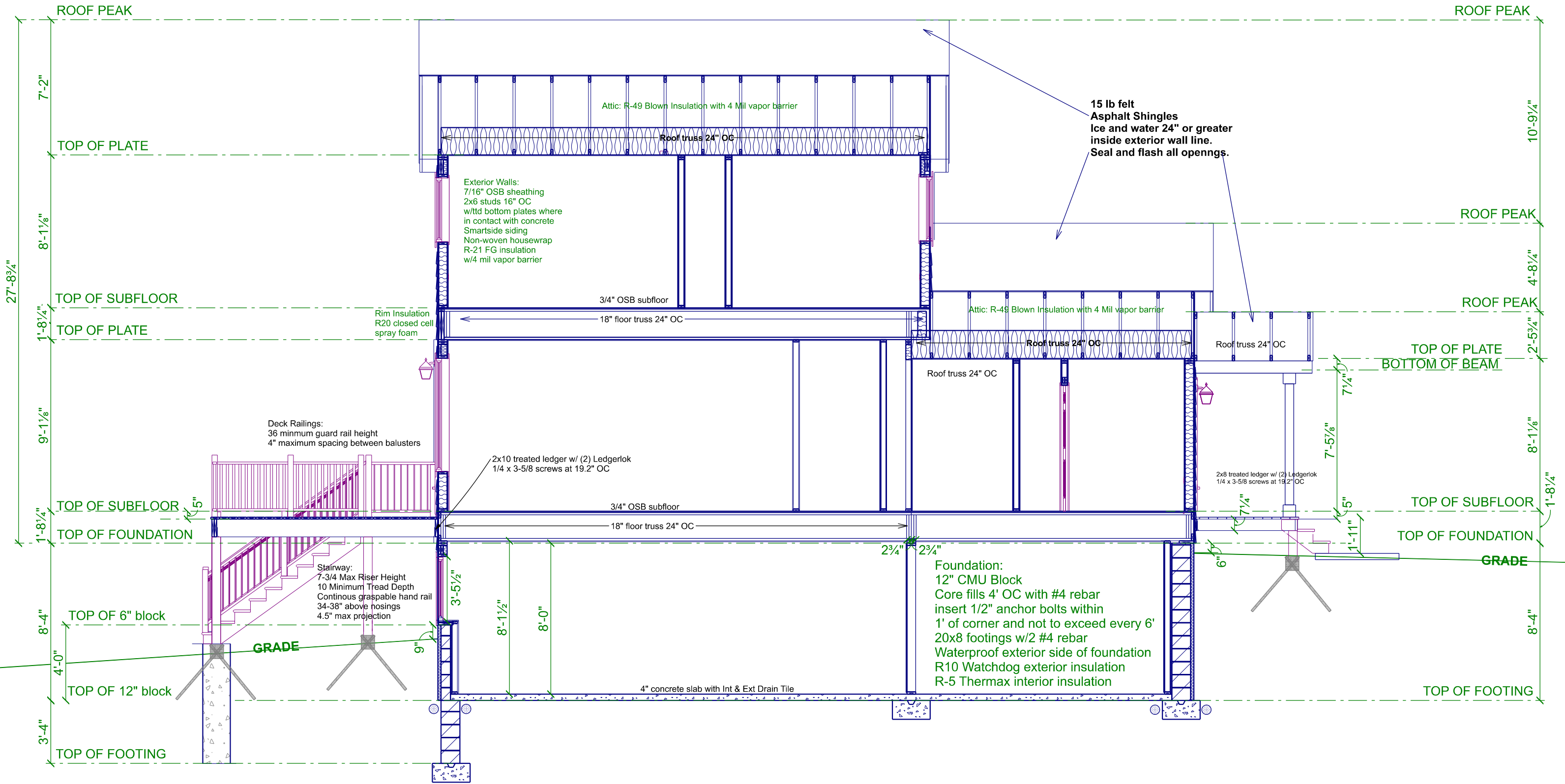
EAST ELEVATION 1/4" = 1 FOOT



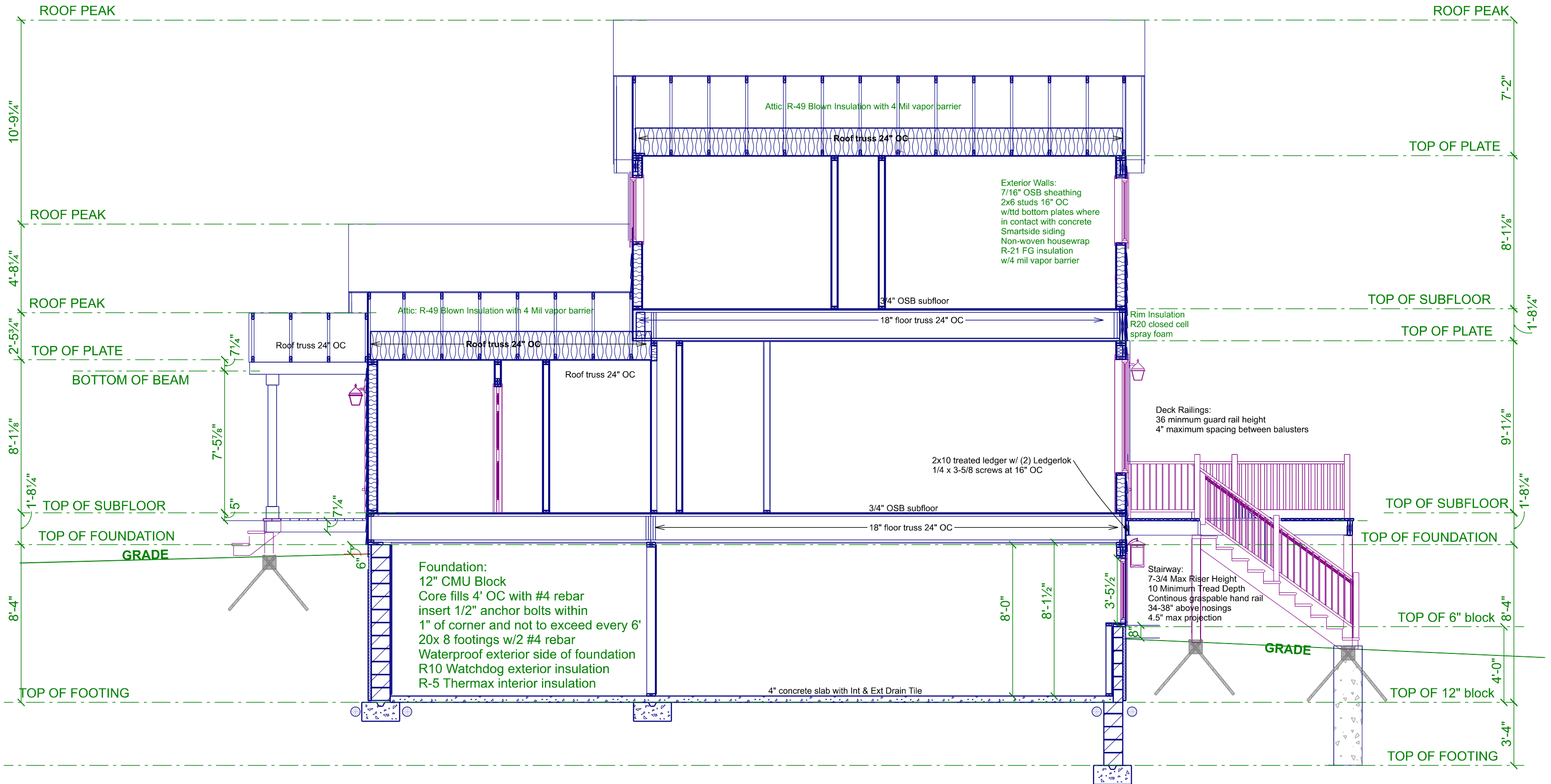
SOUTH ELEVATION 1/4" = 1 FOOT



CROSS SECTION A (VIEWED FROM NORTH SIDE) 1/4" = 1 FOOT

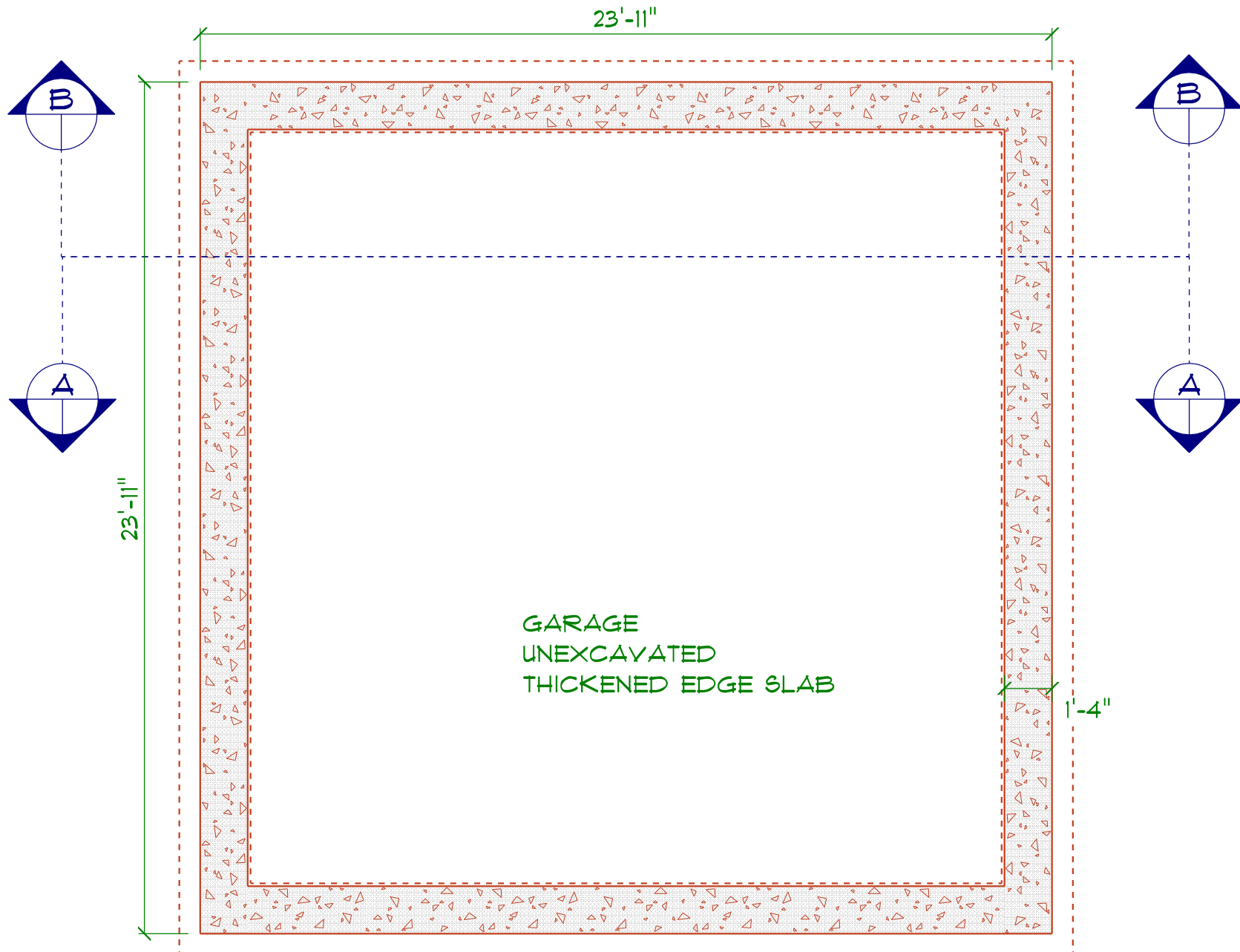


CROSS SECTION B (VIEWED FROM SOUTH SIDE) 1/4" = 1 FOOT



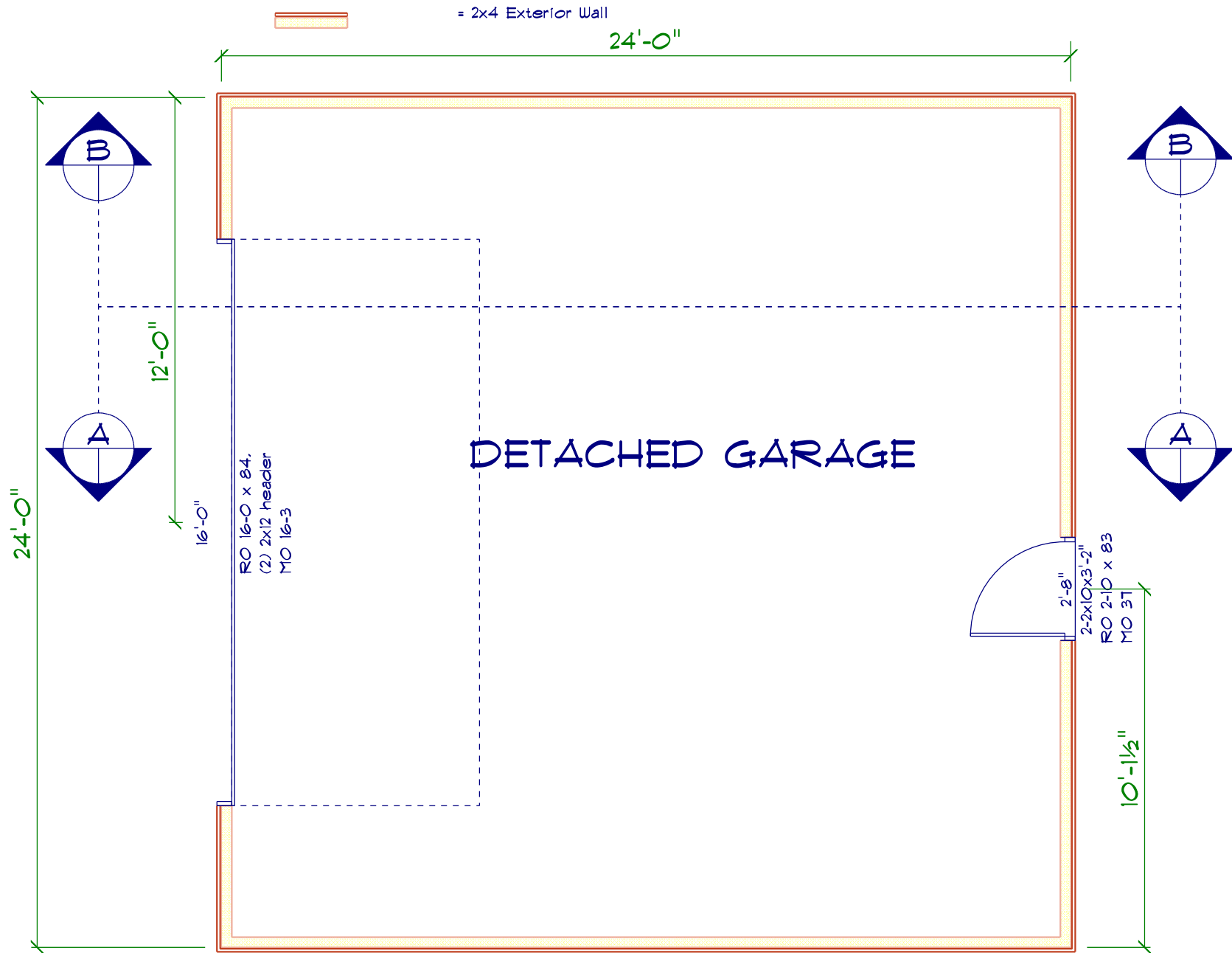
2319 Medicine Lake Drive W Norcross Residence
Detached Garage Foundation

1/4" = 1 Foot



2319 Medicine Lake Drive W Detatched Garage

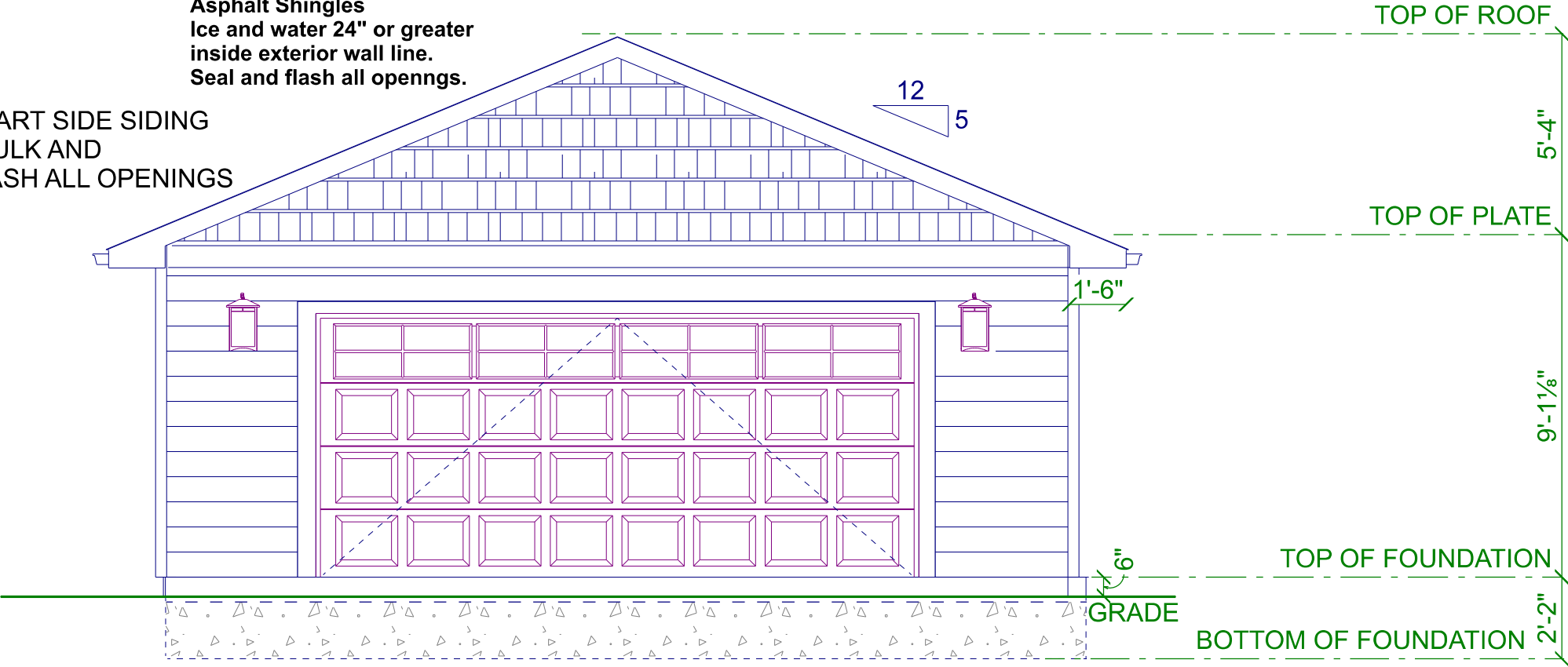
Norcross Residence
1/4" = 1 Foot



WEST ELEVATION 1/4" = 1 FOOT

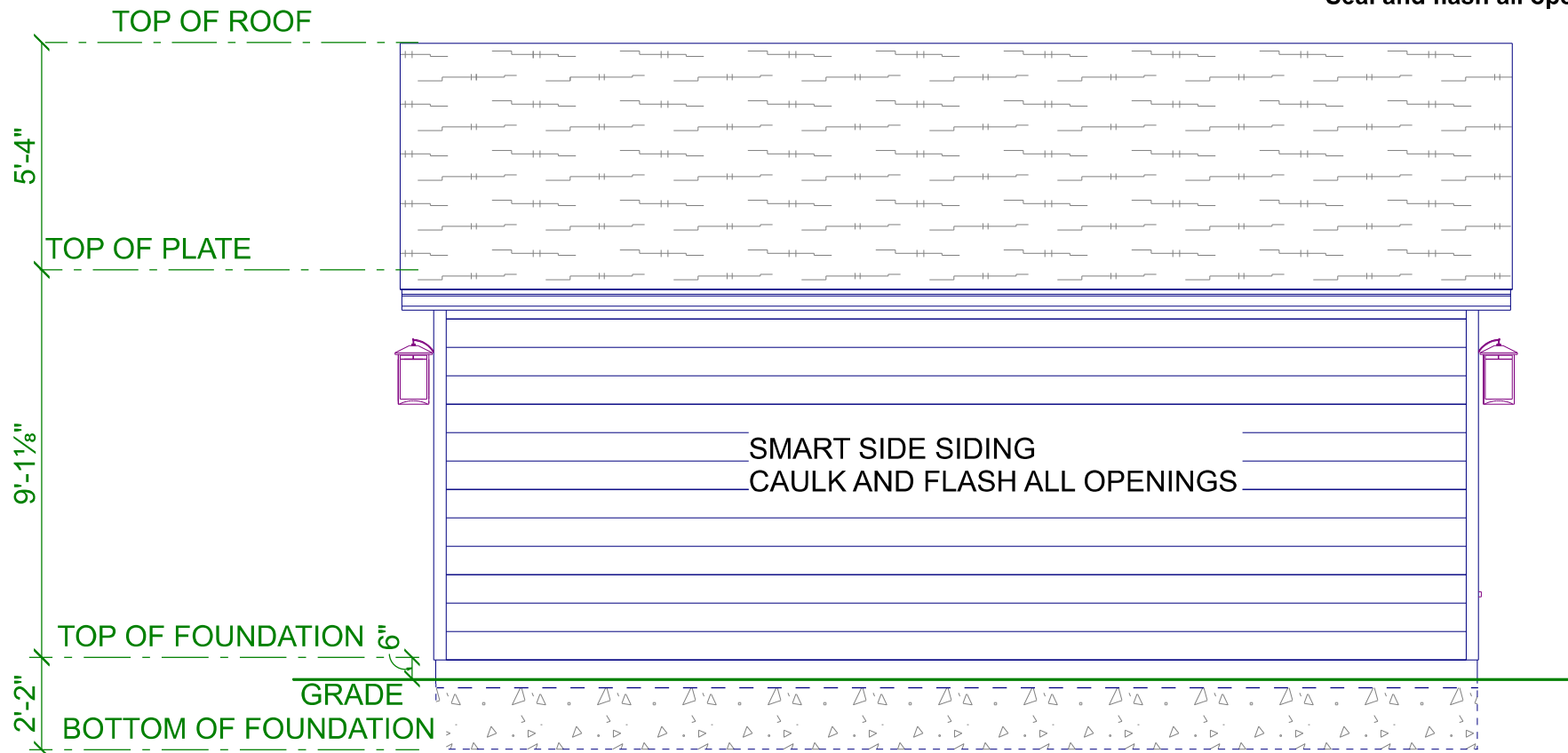
15 lb felt
Asphalt Shingles
Ice and water 24" or greater
inside exterior wall line.
Seal and flash all openngs.

SMART SIDE SIDING
CAULK AND
FLASH ALL OPENINGS

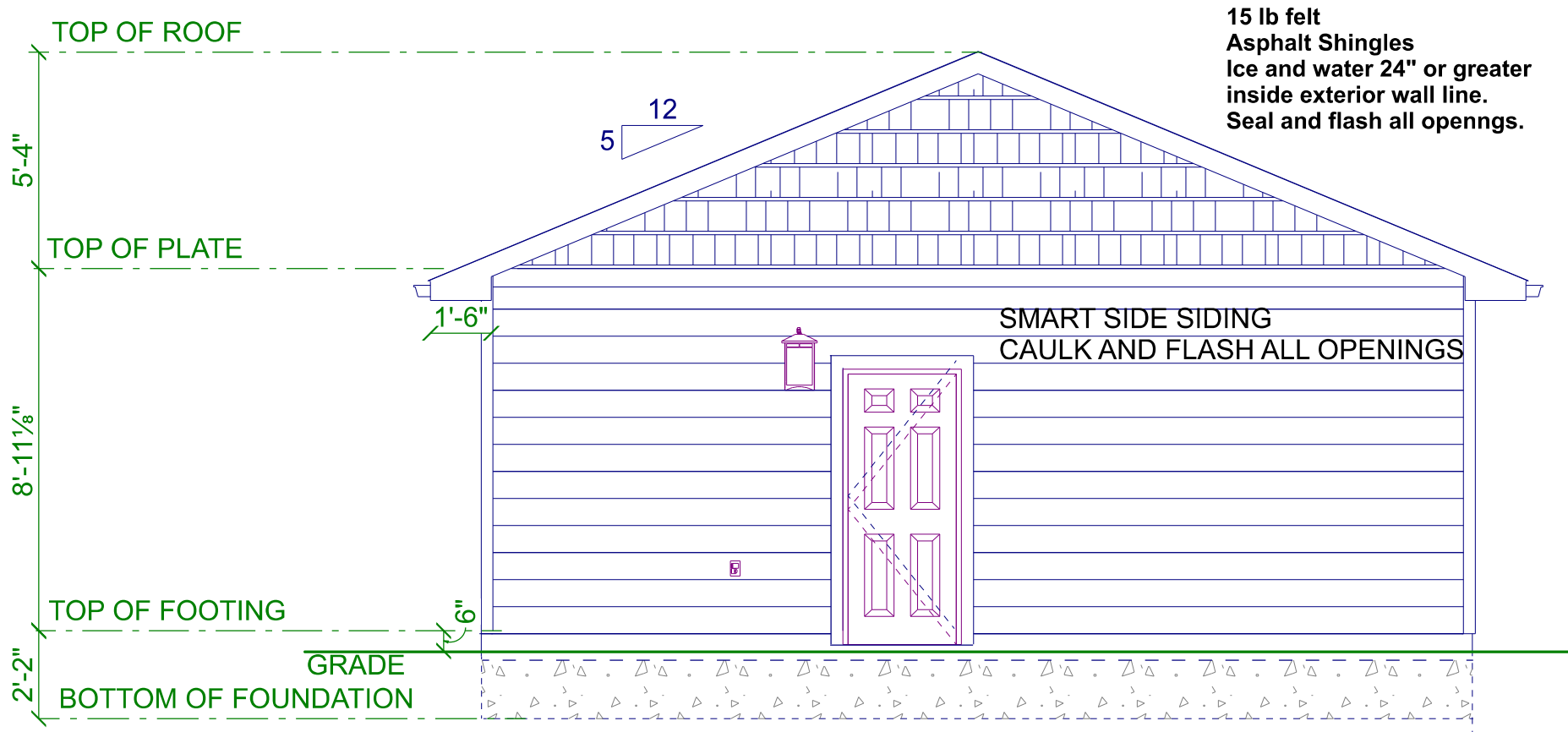


NORTH ELEVATION 1/4" = 1 FOOT

15 lb felt
Asphalt Shingles
Ice and water 24" or greater
inside exterior wall line.
Seal and flash all openngs.

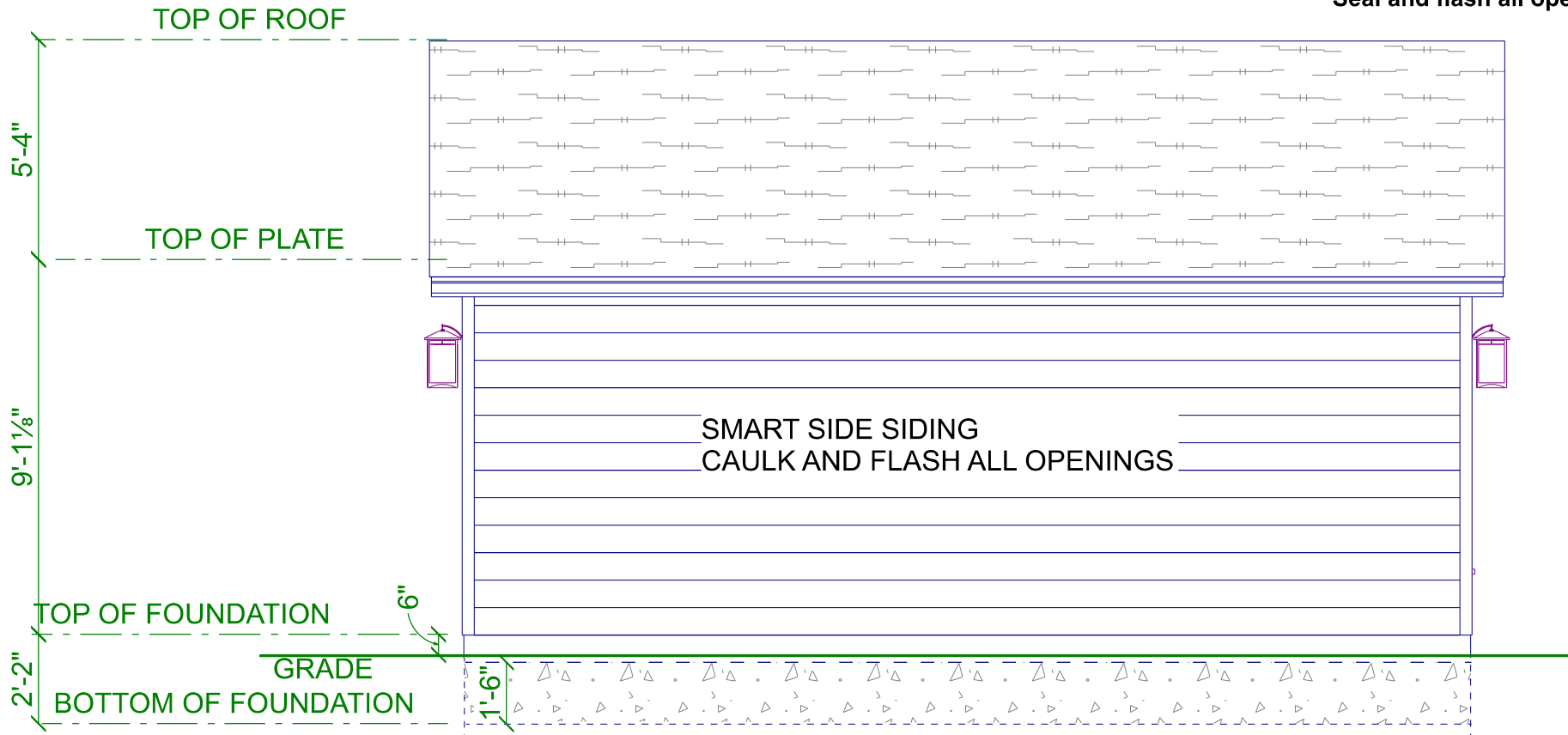


EAST ELEVATION 1/4" = 1 FOOT



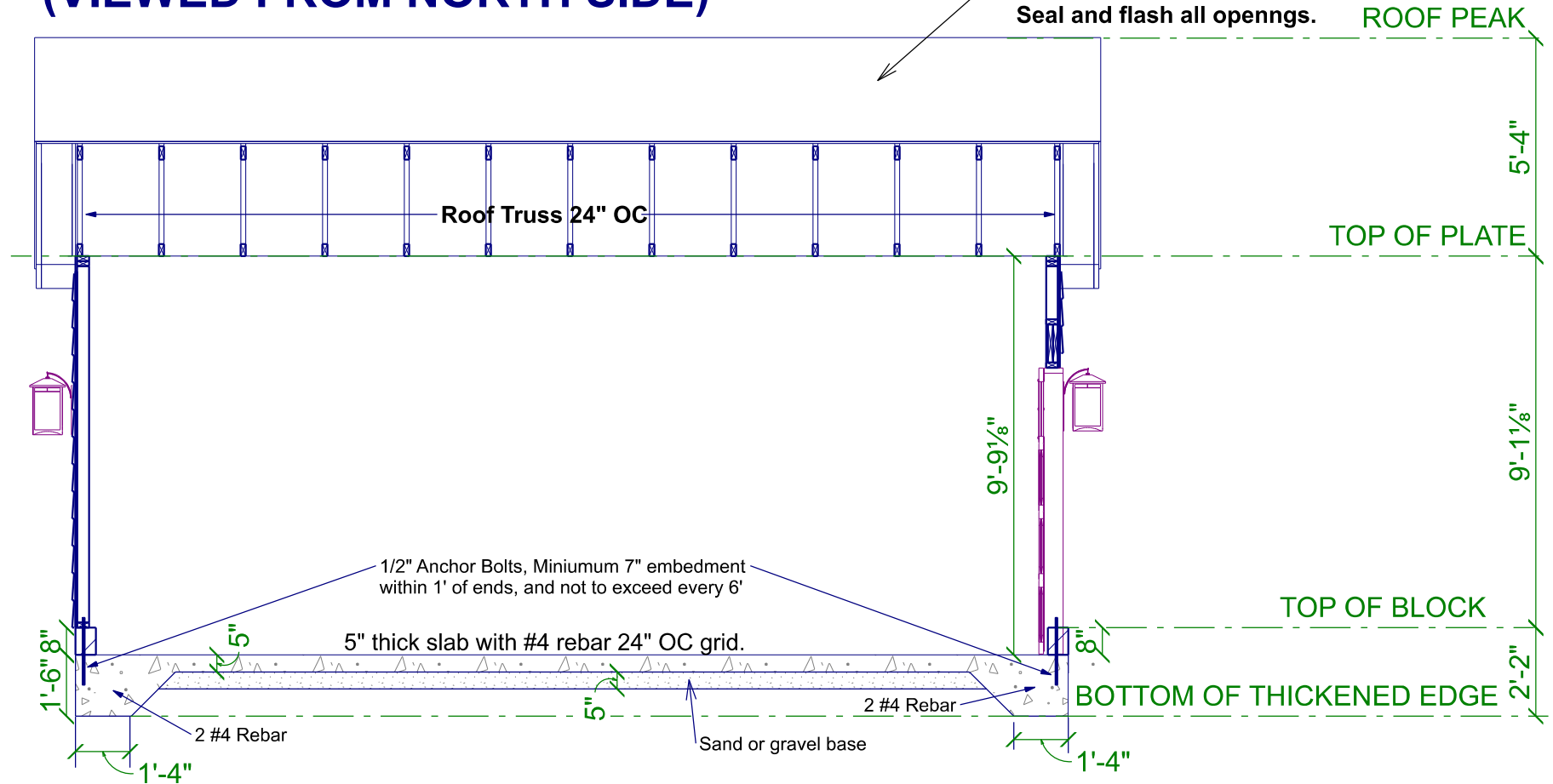
EAST ELEVATION 1/4" = 1 FOOT

15 lb felt
Asphalt Shingles
Ice and water 24" or greater
inside exterior wall line.
Seal and flash all openngs.



DETACHED GARAGE CROSS SECTION A (VIEWED FROM NORTH SIDE)

15 lb felt
Asphalt Shingles
Ice and water 24" or greater
inside exterior wall line.
Seal and flash all openngs.



CITY OF PLYMOUTH

RESOLUTION No. 2025-269

RESOLUTION APPROVING A VARIANCE FOR SANDCON REMODELING, INC. FOR PROPERTY LOCATED AT 2319 WEST MEDICINE LAKE DRIVE (2025055)

WHEREAS, Sandcon Remodeling, Inc. has requested approval of a variance for a detached garage that would be in the front yard; and

WHEREAS, the subject property is legally described as: Lot 34, Block 1, Elmhurst, Hennepin County, Minnesota; and

WHEREAS, the Planning Commission has reviewed said request at a duly called public meeting.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that it should and hereby does approve the request by Sandcon Remodeling, Inc., for a variance for a detached garage in the front yard, for property located at 2319 West Medicine Lake Drive, subject to the following:

1. The requested variance to allow construction of a detached garage containing 672 square feet (24-foot by 28-foot) in the front yard, is hereby approved, in accordance with the plans received by the city on August 21 and 22, 2025, and September 17, 2025, except as may be amended by this resolution.
2. The requested variance is approved based on the finding that all applicable variance standards have been met, specifically:
 - a) The requested variance, and its resulting construction project, would be in harmony with the general purposes and intent of the ordinance, and would be consistent with the comprehensive plan.
 - b) The applicant has demonstrated that there are practical difficulties in complying with the ordinance regulations, because:
 1. The applicant proposes to use the property in a reasonable manner, as permitted by the zoning ordinance. Upon the granting of the variance, and administrative permit, the project will comply with the zoning ordinance.
 2. The request is due to unique circumstances not created by the property owners as they are not the original owners of the home. In addition, the property currently contains a detached garage in the front yard that does not meet their vehicle parking and storage needs.
 3. The variance would not alter the essential character of the lot or neighborhood. Several properties in the neighborhood have detached garages in the front yard.

- c) The requested variance is not based upon economic considerations but rather, based upon the need for additional garage storage space, limiting the need for outdoor storage.
 - d) The variance, and its resulting construction, would not be detrimental to the public welfare, nor would it be injurious to other land or improvements in the neighborhood. The larger detached garage would allow for vehicles to be parked inside and for additional storage space.
 - e) The variance, and its resulting construction, would not impair an adequate supply of light and air to adjacent properties, nor would it increase traffic congestion or the danger of fire, endanger the public safety, or substantially diminish property values within the neighborhood. The detached garage would be in character with the neighborhood, match the architecture of the home, and increase the value of the property.
 - f) The variance requested is the minimum action required to address the practical difficulties. The design and placement of the detached garage is based on both architectural and aesthetic purposes, would limit the impervious surface percentage, and would meet or exceed all other zoning regulations.
3. **A building permit is required prior to commencement of the project.** Prior to the issuance of a building permit, the applicant shall: 1) revise the proposed survey to include at least two front yard trees to be planted (minimum 2.5-inch diameter breast height if deciduous, or minimum 6 feet in height if coniferous) or preserved; and 2) receive approval of the grading and drainage plan.
4. Building code related items will be addressed at the building permit application submittal.
5. A separate demolition permit is required to remove the existing structures. A sewer and water disconnect permit is required to disconnect the existing structure from the city utilities.
6. Any unused wells are required to be properly sealed per Minnesota Department of Health requirements.
7. The detached garage shall be designed to be architecturally consistent with the home and incorporate similar design elements and colors.
8. The variance shall expire one year after the date of approval, unless the property owner or applicant has commenced the authorized improvement or use, or unless the applicant, with the consent of the property owner, has received prior approval from the city to extend the expiration date for up to one additional year, as regulated under section 21030.06 of the zoning ordinance.

APPROVED by the City Council on this 28th day of October, 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 October 28, 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: Nur Kasin, Transit Administrator

Reviewed by: Michael Thompson, Public Works Director

Item: **Approve Grant Agreement with the Metropolitan Council for the Northwest Greenway Park & Ride (TRN25002)**

1. Action Requested:

Adopt the attached resolution approving a grant agreement with the Metropolitan Council for the Northwest Greenway Park & Ride (TRN25002).

2. Background:

A four-season transit facility is under construction at the Northwest Greenway Park & Ride to address site needs and support the continued growth in ridership that the location has experienced. The project is funded by the Transit Fund, through funds administered by the Metropolitan Council on behalf of Plymouth Metrolink. These funds consist of Metropolitan Council allocations (Motor Vehicle Sales Tax, Regional Sales Tax, etc.) apportioned using National Transit Database (BTD) data and can be used to reimburse eligible costs incurred by Plymouth Metrolink. Plymouth's request for reimbursement of \$1,121,386 in project costs was approved by the Metropolitan Council on September 10, 2025. A grant agreement with the Metropolitan Council is required for reimbursement of project costs.

3. Budget Impact:

The Transit Financial Assistance Grant Agreement with the Metropolitan Council would provide reimbursement for up to \$1,121,386 in project costs.

4. Attachments:

1. Grant Agreement
2. City Council Resolution 2025-270

**Transit Financial Assistance Grant Agreement
Motor Vehicle Sales Tax/Regional Sales and Use Tax**

Grantee: City of Plymouth		SG-25M-PM-12
Address: 3400 Plymouth Blvd.; Plymouth, MN 55447		
Project: Plymouth Northwest Greenway Park and Ride Transit Facility Improvements		
Maximum Grant Amount: \$1,121,386	Council Action: Business Item No. 2025-194 JT; 2025-254	
	Council Action Date: September 10, 2025; October 22, 2025	
Funding Source: Motor Vehicle Sales Tax and Regional Transportation Sales and Use Tax Revenue		
Effective Date: Date Agreement is Executed		
Project Activity Period: August 1, 2025 through June 30, 2026		
Grant Administrator: Arin Knutson		

AGREEMENT

THIS GRANT AGREEMENT is made and entered into by and between the Metropolitan Council (“Council”) and the GRANTEE (“Grantee”) each acting by and through their duly authorized representatives.

RECITALS:

WHEREAS, the Council Transit Capital Improvement Plan (“CIP”) provides funding for projects such as vehicle acquisition or refurbishment, public transit and support facilities, computer/communication equipment acquisition, transit equipment acquisition, and demonstration projects to help provide safe and convenient access to transit services; and

WHEREAS, the Council is authorized by Minnesota Statutes, section 473.375, subdivision 13, to provide financial assistance to providers of public transit in the metropolitan area; and

WHEREAS, the Grantee is an eligible recipient for transit financial assistance and applied for a transit grant; and

WHEREAS, the Council has determined that the Grantee’s proposed Project is consistent with the Council’s Transit CIP and awarded the Grantee this Transit Financial Assistance Grant; and

WHEREAS, pursuant to title 49 United States Code section 5307 the Federal Transit Administration made federal resources available to urbanized areas and to governors for transit capital and operating assistance in urbanized areas and for transportation-related planning; and

WHEREAS, the Motor Vehicle Sales Tax (“MVST”) is a 6.875% tax authorized by Minnesota Statutes, section 297B.02 that applies to the sale of new and used motor vehicles. A portion of MVST funding is appropriated to the Council for public transit assistance.

WHEREAS, Minnesota Statutes, section 297A.9915, requires the Council to impose a metropolitan-area regional transportation sales and use tax and under Minnesota Statutes, section 473.4465, the Council must specify the purposes for which the “sales tax revenue” must be used; and

WHEREAS, for administrative efficiency the Council is providing MVST and Regional Sales and Use Tax funds for capital expenditures in lieu of federal Section 5307 funding earned by suburban transit providers; and

WHEREAS, the Grantee has requested and agrees to this exchange of its designated Section 5307 earnings.

NOW, THEREFORE, the Council and the Grantee agree as follows:

I. PROJECT; APPROVED BUDGET AND MATERIAL REPRESENTATIONS

1.01 Project. The Grantee agrees to perform and complete in a satisfactory and proper manner the Project specified in Exhibit A in accordance with the terms and conditions of this Agreement. The Project describes the activities to be completed by the Grantee and a proposed schedule for the completion of the Project. All Project activities must be consistent with the approved scope of work and the approved budget detailed below. Any proposed change in the scope of work must be submitted to the Council’s Grant Administrator for prior written approval. A change in the scope of work is not effective until the Grantee receives written approval from the Council’s Grant Administrator.

1.02 Approved Budget; Budget Line Variances. The Grantee will complete the Project in accordance with the approved budget specified in Exhibit A. A variance of 10 percent in the budget line amounts for Project activities identified in Exhibit A shall be considered acceptable without Council approval, provided: the Council is notified of the variance prior to implementation; and no budget line amount for any Project activities may be increased by more than 10 percent of the initial budget line amounts. Budget variances among Project activities identified in Exhibit A exceeding 10 percent must be made by written amendment of this Agreement. Notwithstanding the aggregate or net effect of any variances, the Grant Funds made available under this Agreement shall not exceed the Maximum Grant Amount identified at Page 1 of this Agreement.

1.03 Use of Contractors. The Grantee may engage contractors to perform Project activities. However, the Grantee retains sole responsibility to the Council for performance of the Project activities and the use of contractors does not relieve the Grantee from any of the Grantee’s obligations under this Agreement. If the Grantee contracts with any contractors to perform any part of the Project activities, the contract shall include provisions requiring the contractor to:

- A. Maintain all records and provide all reporting as required by this Agreement; and

- B. Defend, indemnify, and hold harmless the Council and its members, employees, and agents from and against all claims, suits, demands, damages, judgments, costs, interest, and expenses relating to the contractor's performance of the contracted work; and
- C. Provide and maintain insurance carrying levels and types of coverage appropriate for the contracted work and naming the Council as an additional insured, and provide to the Grantee—prior to commencement of the contracted work—a certificate of insurance evincing such insurance coverage; and
- D. Be an independent contractor for the purposes of completing the contracted work; and
- E. Acknowledge that the contract between the Grantee and the contractor does not create any contractual relationship between the Council and the contractor.

1.04 Material Representations. All representations made or contained in the Grantee's application for grant assistance are material representations of fact upon which the Council relied in awarding this grant assistance and are incorporated by reference into this Agreement.

II. AUTHORIZED USE OF GRANT FUNDS

2.01 Authorized Uses. The Grantee is authorized to use the Grant Funds only for costs directly incurred for the Project activities specified in Exhibit A and only during the Project Activity Period specified in Paragraph 7.01. No other use of the Grant Funds is permitted.

III. MAXIMUM GRANT AMOUNT AND DISBURSEMENTS

3.01 Maximum Grant Amount. The Council will make available to the Grantee a grant of up to the "Maximum Grant Amount" identified on page 1 for the Project. The Council's obligation under this Agreement shall not exceed the Maximum Grant Amount. The Council shall bear no responsibility for cost overruns that may be incurred by the Grantee, or any of its contractors, in the performance of the Project activities.

3.02 Disbursement of Grant Funds. Grant Funds will be disbursed by the Council as follows:

- A. All disbursements to the Grantee shall be made on a reimbursement basis only.
- B. To obtain reimbursement under this Agreement, the Grantee must submit a Grantee Invoice using the form attached as Exhibit B.
- C. Each invoice must describe the eligible Project activities undertaken during the invoice period, itemize the expenditures for which reimbursement is requested, and identify the corresponding grant activity line. Each request must also include supporting documentation pursuant to Paragraph 4.01.

- D. Subject to verification of each invoice (and the required documentation) and approval for consistency with this Agreement, the Council will disburse a requested amount to the Grantee within thirty-five (35) days after receipt of a properly completed and verified invoice. The Council may deny part or all of any reimbursement request believed to be unwarranted or unjustified.
- E. No reimbursement payment will be made which would cause the disbursement of Grant Funds to exceed, cumulatively through such payment, the Maximum Grant Amount.
- F. Disbursement of any Grant Funds or approval of any report is not a Council waiver of any Grantee noncompliance with this Agreement.

3.03 Repayment of Unauthorized Use of Grant Funds. If the Council determines the Grantee has made an unauthorized or undocumented use of the Grant Funds, and upon a demand for repayment by the Council, the Grantee will promptly repay such amounts to the Council.

3.04 Reversion of Unexpended Grant Funds. All Grant Funds not expended for eligible Project activities during the Project Activity Period shall revert to and become part of the Council's transit capital fund and may be reallocated or expended by the Council for other transit capital projects.

3.05 Council Fund Requirement. Notwithstanding anything to the contrary in this Agreement, the payment of Grant Fund shall be made by the Council within the time frames specified in this article only if the Council has adequate MVST and/or "sales tax revenue" on hand at the time that payment is due.

IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS

4.01 Documentation of Project Costs. All costs charged to the Project must be supported by proper documentation, including properly executed invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges. The Grantee must submit any additional information or documentation requested by the Council to justify and support the Grantee's reimbursement request.

4.02 Establishment and Maintenance of Project Information. The Grantee must establish and maintain accurate, detailed, and complete separate books, accounts, financial records, documentation, and other evidence relating to: (a) the Grantee's performance under this Agreement; and (b) the receipt and expenditure of all Grant Funds. These documents shall include any property records that may be required under Article V of this Agreement. The Grantee shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall retain all Project information until the latest of:

- A. The complete performance of this Agreement; or
- B. Six (6) years following the Term of this Agreement; or

- C. If any litigation, claim, or audit is commenced during either such period, when all such litigation, claims or audits have been resolved.

If the Grantee engages any contractor to perform any part of the Project activities, the Grantee must include in its contract provisions requiring the contractor to establish and maintain Project information in accordance with the provisions of this Paragraph 4.02 and to allow audits in accordance with Paragraph 4.03.

4.03 Audit. The accounts and records of the Grantee relating to this Agreement and the Project activities shall be audited in the same manner as all other accounts and records of the Grantee are audited during the retention period(s) prescribed in Paragraph 4.02. The books, records, documents, and accounting procedures and practices of the Grantee, that are relevant to this Agreement, are subject to examination by authorized representatives of the Council, and the Legislative Auditor and/or State Auditor in accordance with Minnesota Statutes, section 16C.05, subdivision 5. The Grantee will provide access to all such books records, documents, accounting practices and procedures, and other information for purposes of inspection, audit, and copying during normal business hours. The Grantee will provide proper facilities for such access and inspection.

V. SEMI-ANNUAL AND FINAL REPORTING

5.01 Semi-Annual Reporting. During the Grant Activity Period the Grantee must submit semi-annual progress reports to the Council by July 31 and January 31 of each calendar year of this Agreement. In its report, the Grantee shall describe the current Project spending and projected spending from January to June, and from July to December. The report shall also include the construction, programming and/or consulting activities taken during the reporting period. The Grantee shall provide sufficient documentation thereof and such other information as the Council's staff reasonably requests.

5.02 Final Report. Prior to the final reimbursement, the Grantee shall submit to the Council a final project report for Council review and approval. The Grantee must submit the closeout requirements in a format determined by the Council providing the total Project receipts and expenditures, summarizing all Project activities, an inventory list including any real property (if any) acquired, and containing a certification by the Grantee's authorized financial representative (e.g., CFO, Financial Director) that all Grant Funds were expended in accordance with this Agreement.

VI. MONITORING AND CONSULTATION REQUIREMENTS

6.01 Monitoring Activities. To assist the Council in monitoring compliance with this Agreement, the Grantee agrees to attend Grantee meetings as requested by the Council and to permit site visits by Council staff during business hours upon reasonable notice. The Grantee agrees to submit to the Council a copy of any promotional information regarding the Project disseminated by the Grantee during the term of this Agreement.

6.02 Changed Conditions. The Grantee must notify the Council immediately of any changes in conditions, law, ordinance, or regulation, or any other event that may affect the Grantee's ability to complete the Project activities in accordance with the terms of this Agreement.

6.03 Consultation. The Grantee will review and solicit recommendations and advice from the Grant Administrator at the earliest possible time should the Grantee expect the following will or may occur:

- A. The cost for any portion of the Project will be higher than the Grantee's projected costs for that portion of the Project, or
- B. The total cost of the Project will exceed the Maximum Grant Amount.

If the Grantee, for any reason, determines that the Project or any portion of it should not be undertaken, or that there should be a change in the scope of costs of the Project activities or any portion of them, the Grantee shall submit to the Grant Administrator a statement describing the situation and the reasons for the Grantee's determination. The Grantee may, simultaneously with the submission of the statement or within a reasonable time thereafter, recommend for Council approval alternative projects, activities, uses, expenditures, or allocations of the Grant Funds consistent with the legislatively specified purposes.

VII. PROJECT ACTIVITY PERIOD; TERM; TERMINATION

7.01 Project Activity Period. The Grantee will complete all Project activities during the period identified as "Project Activity Period" on page 1. Grant Funds may not be used by the Grantee to reimburse costs for any Project activities taking place prior to or after the Project Activity Period.

7.02 Term. The term of this Agreement shall extend from the date this Agreement is effective to a date sixty (60) calendar days following the end of the Project Activity Period to permit close out of this Agreement. If outstanding claims related to Project activities that occurred during the Project Activity Period still exist sixty (60) calendar days following the end of the Project Activity Period, the Term of this Agreement shall automatically extend for an additional ninety (90) calendar days in order to resolve the outstanding claims.

7.03 Termination by Council for Just Cause. The Council may terminate this Agreement for just cause, as reasonably determined by the Council, by providing the Grantee (30) days written notice of such termination. Upon such termination, the Grantee shall be entitled to compensation for eligible Project activities expenses in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the Maximum Grant Amount.

7.04 Termination by Council for Noncompliance. If the Council finds that the Grantee failed to comply with the terms and conditions of this Agreement, the Council may terminate this Agreement at any time following seven (7) calendar days written notice to the Grantee and upon failure of the Grantee to cure the noncompliance within the seven-day period. Noncompliance includes failure to make reasonable progress toward completion of the Project.

Upon the Council finding of noncompliance, the Council may cease payment of invoices during any period of noncompliance and may require the Grantee to repay the Grant Funds in full or in a portion determined by the Council. Nothing herein shall be construed to limit the Council's legal remedies to recover the Grant Funds.

7.05 Effect of Grant Closeout or Termination. The closeout or termination of this Agreement does not invalidate continuing obligations imposed on the Grantee by this Agreement. The closeout or termination of this Agreement does not alter the Council's authority to disallow costs and recover Grant Funds on the basis of a later audit or other review and does not alter the Grantee's obligation to return any Grant Funds due to the Council as a result of later refunds, corrections, or other transactions.

VIII. CONTACT PERSONS, GRANT ADMINISTRATOR

8.01 Contact Persons. The authorized contact persons for receipt of notices, reports, invoices, and approvals under this Agreement are:

Metropolitan Council:

Arin Knutson
Metropolitan Council
390 Robert Street North
St. Paul, MN 55101-1805
(612) 349-7643
arin.Knutson@metc.state.mn.us

Grantee:

Nur Kasin
City of Plymouth
3400 Plymouth Blvd
Plymouth, MN 55447
(763) 509-5013
nkasin@plymouthmn.gov

Or such other person(s) as may be designated in writing for itself by either party.

8.02 Notices. Any notice in connection with this Agreement will be in writing and delivered by (a) personal delivery, (b) an overnight express courier, (c) confirmed e-mail, or (d) certified or registered mail, postage prepaid and return receipt requested. Notices will be deemed to be effective upon personal delivery, one (1) day after deposit with an overnight express courier, five (5) days after deposit in the mail, or upon receipt of the notice e-mail. Notices will be sent to a Party at its address set forth above or such other address as that Party may specify in writing pursuant to this section.

8.02 Council's Grant Administrator. The Council's Grant Administrator for purposes of administration of this Agreement is the person identified as the "Grant Administrator" on Page 1 of this Agreement, or such other person as may be designated in writing by the Council. The Grant Administrator is not authorized to execute amendments to this Agreement on behalf of the Council.

IX. GENERAL CONDITIONS

9.01 Conflict of Interest. The members, officers, and employees of the Grantee must comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

9.02 Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Council represent and warrant on the Grantee's and the Council's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the Council's behalf respectively and that this Agreement constitutes the Grantee's and the Council's valid, binding, and enforceable agreements.

9.03 Effective Date. This Agreement is effective on the date this Agreement is fully executed by both Parties' authorized representatives.

9.04 Amendments. The Council and the Grantee may amend the terms of this Agreement by mutual agreement. Amendments shall be effective only upon the execution of written amendments signed by the Council's and the Grantee's authorized representatives.

9.05 Assignment Prohibited. Except as provided in Paragraph 1.01, the Grantee shall not assign this Agreement to any third party nor transfer any Project activities responsibilities without receiving the prior express written consent of the Council. The Council may condition such consent on compliance by the Grantee with terms and conditions specified by the Council.

9.06 Indemnification. The Grantee assumes liability for and agrees to defend, indemnify, and hold harmless the Council, its members, officers, employees, and agents, from and against all losses, damages, expenses, liability, claims, suits, or demands including, without limitation, attorney's fees arising out of, resulting from, or relating to, the performance of the Project activities by the Grantee or the Grantee's employees, agents, or contractors. Neither the Council nor the Grantee waives any immunities or limits on liability provided by Minnesota Statutes chapter 466 or other applicable state or federal law.

9.07 Nondiscrimination. The Grantee agrees not to discriminate against any employee, applicant for employment, or participant because of race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including selection for training, rates of pay, and other forms of compensation. When the Project is completed, the Grantee will operate and maintain the Project in compliance with Minnesota Statutes, section 363A.12, regarding non-discrimination in the provision of public services.

9.08 Acknowledgement. The Grantee will appropriately acknowledge the financial assistance made available by the Council under this Agreement in any promotional materials, reports, and publications relating to the Project.

9.09 Compliance with Law; Obtaining Permits, Licenses and Authorizations. The Grantee will conduct the Project activities in compliance with all applicable federal, state, and local laws, ordinances, or regulations. The Grantee is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for conducting the Project activities.

9.10 Workers' Compensation; Tax Withholdings. The Grantee represents that it is in compliance with the workers' compensation coverage requirements of Minnesota Statutes, section 176.181, subdivision 2, and that it, and any of its contractors or materials suppliers, if any, under this Agreement, comply with the tax withholding on wage requirements of Minnesota Statutes, section 290.92.

9.11 Construction. This Agreement is intended to assist in implementing the Council's Transit CIP and Transportation Policy Plan and shall be interpreted consistently with those documents.

9.12 Jurisdictions, Venue, and Governing Law. Venue for all legal proceedings arising out of this Agreement, or breach of this Agreement, shall be in a state or federal court with competent jurisdiction in Ramsey County, Minnesota. All matters relating to the performance and interpretation of this Agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota, excluding its choice of laws rules.

9.13 Execution in Counterpart; Electronic Signatures. This Agreement may be executed in counterpart. Electronic signatures of the Parties' duly authorized signatories, by facsimile or email/Portable Document Format (PDF) transmission, shall be valid as an original signature of the authorized signatories and shall be effective to bind the Parties under this Agreement.

IN WITNESS WHEREOF, the Grantee and the Council have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement is effective on the date this Agreement is executed by the Council.

METROPOLITAN COUNCIL

GRANTEE

By: _____
Ryan O'Connor, Regional Administrator

By: _____

Date: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

List of Exhibits

Exhibit	Description
A	Project Scope and Budget
B	Invoice Form

EXHIBIT A

Project Details			
Project Title	Plymouth Northwest Greenway Park and Ride Transit Facility Construction		
Subrecipient Grant Agreement	SG-25M-PM-12		
Grantee/Subrecipient	City of Plymouth		
Grantee/Subrecipient Address	3400 Plymouth Blvd.		
	Plymouth, MN 55447		
Grantee/Subrecipient Project Manager	Nur Kasin		
Project Manager Phone	763-509-5013		
Project Start Date	8/1/2025		
Project End Date	6/30/2026		
Total Grant Request	\$1,121,386.00		
Type or Project (capital or operating)	Capital		
Work Scope: <i>Description of the project including any anomalies. Please attach additional information</i>			
The City of Plymouth will use funds to construct a standalone transit lobby, located adjacent to the existing Northwest Greenway Park and Ride Lot, featuring: an indoor seating area, restrooms, Wi-Fi, security cameras and lighting, and full ADA accessibility.			
Grant Budget			
Item Description or Purpose: <i>Please provide copies of written cost estimates and other budget</i>	Quantity	Unit Cost	Line Total
Construction		\$ 1,121,386.00	\$ 1,121,386.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Grand Total			\$ 1,121,386.00

EXHIBIT B

Subrecipient Invoice

Note: Revised 4/1/2014
Supercedes all previous versions

Remit to: _____

Address: _____

Federal Grant No.: _____

Met Council Contract No.: _____

Grant period: _____

Is this the FINAL invoice? Yes _____ No _____

Invoice # _____

Dates covered by invoice: _____

Attach itemized detail and copies of receipts for all non-recurring expenditures

Income Sources	Approved Income budget	Income recognized this period	Income recognized year to date	Unrecognized income
INCOME				
	\$ -			\$ -
				\$ -
				\$ -
Total Income	\$ -	\$ -	\$ -	\$ -
Approved Budget Expense Category*	Approved Budget Amount	Expenses incurred this period	Year to Date Actual	Balance Remaining
EXPENSE				
	\$ -			\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Local Match (20%)	\$ -	\$ -	\$ -	\$ -
Amount of Reimbursement (Federal)	\$ -	\$ -	\$ -	\$ -

Amount of Reimbursement : _____ (total expense less match provided by Subrecipient)

Certification: I certify the expenditures reflected in this invoice are true and correct and have been made for the purpose of and in accordance with applicable terms and conditions of the award. I have examined the expenditures reflected on this bill and determined that each reflects a reasonable price based on market prices offered by the vendors to the general public. Appropriate documentation to support these authorized expenditures is on file and available for review. These expenditures are not reimbursable from other sources and have not been previously claimed.

I further certify the sufficient use of local funds as match for the total expenditures requested. Appropriate documentation to support the use of local funds as match is available for review as required under the terms and conditions of this grant award. (Financial Report to be provided Quarterly)

Authorized Signature: _____ **Date:** _____

* Copies of invoices for all non-recurring expenses should be included as attachments to this invoice. Invoices are submitted in triplicate. Please sign all three.

CITY OF PLYMOUTH

RESOLUTION No. 2025-270

RESOLUTION APPROVING GRANT AGREEMENT WITH THE METROPOLITAN COUNCIL FOR THE NORTHWEST GREENWAY PARK & RIDE (TRN25002)

WHEREAS, the Northwest Greenway Park & Ride is listed in the 2025-2034 Capital Improvement Plan (CIP); and

WHEREAS, the project involves construction of a transit facility featuring a transit lobby, seating area, restrooms, Wi-Fi, security cameras, and full ADA accessibility at the Northwest Greenway Park & Ride; and

WHEREAS, the city submitted a request to the Metropolitan council for reimbursement of \$1,121,386 in project costs from transit funds allocated to Plymouth Metrolink; and

WHEREAS, the Metropolitan Council approved the request on September 10, 2025; and

WHEREAS, a Grant Agreement between the Metropolitan Council and the city is necessary to utilize the 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 (Metropolitan Council Agreement No. SG-25M-PM-12) between the Metropolitan Council and the City of Plymouth is approved.
2. 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 28th day of October, 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 October 28, 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: Erik Fadden, Public Safety Director

Reviewed by: Erik Fadden, Public Safety Director

Item: **Approve agreement with Axon Enterprises for the replacement of the police department's electronic incapacitation devices program (Taser)**

1. Action Requested:

Adopt resolution approving the agreement with Axon Enterprises for the police department's electronic incapacitation device (Taser) program.

2. Background:

The Police Department has equipped its officers with electronic incapacitation devices (Tasers) for more than 20 years. In 2020, the Police Department entered into a contract with AXON Enterprise Inc. to procure and maintain up-to-date tasers on a five-year rotating schedule. This contract spread the cost of the Tasers across five years while also providing maintenance, support and access to new generation Tasers on a five-year rotating basis. The current five-year agreement expires at the end of 2025. Current technology has far surpassed the existing equipment being utilized by officers and the police department has a need to replace aging Tasers that are nearing end of their service life in December 2025.

Electronic incapacitation device technology has evolved dramatically over the past five years. New models have become far more efficient and effective in controlling a combative subject while reducing the likelihood of injury. These devices are a critical tool for officer safety. The police department intends to renew a five-year program with Axon Enterprises with upgraded equipment, the Taser 10 in January 2026.

3. Budget Impact:

The cost of the five-year Taser program has increased significantly from \$22,464/annually to \$75,110.40/annually for 60 months due to increased technology

costs and inflation over the past five years. The increase has been budgeted for within the police department's budget.

4. Attachments:

1. Agreement
2. Quote Summary
3. City Council Resolution 2025-271

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial.**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix

9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other

than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

17. **Termination.**

- 17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

- 17.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

- 17.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

18. **Confidentiality. "Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19. **General.**

- 19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

- 19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

- 19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

- 19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

- 19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

- 19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for

purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

- 19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 19.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:**Axon Enterprise, Inc.**

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- 1.1. **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- 1.2. **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- 1.3. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- 1.4. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- 1.5. **"End User"** means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
- 1.6. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- 1.7. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.8. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- 1.9. **"Subprocessor"** means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
- 1.10. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.
3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary

computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

- 5.1 Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
- 5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
 - 8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
 - 8.2. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing

and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.

13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **FUSUS.** If Customer purchases a subscription to FUSUS, the following terms apply:

14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

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- 14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.
15. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
16. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.
17. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 17.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 17.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 17.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 17.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 17.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 17.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 17.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
18. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
19. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
20. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
21. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.
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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



Master Services and Purchasing Agreement

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Customer need
- Register cameras to Customer domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Customer to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Customer
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other customers using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies

Users go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need

- Troubleshoot IT issues with Axon Evidence and Dock access

Dock configuration

- Work with Customer to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

User go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Customer need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full-Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other customers using TASER CEWs and Axon Evidence
- **For the CEW Full-Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs.
- **For the CEW Full-Service Package:** Training for up to 3 individuals at Customer
- **For the CEW Starter Package:** Training for up to 1 individual at Customer

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full-Service Package: On-site assistance included.
For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration

- Axon performs discovery to understand and document the Agency's needs.
- Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs.
- Axon will facilitate a workflow discussion with the core admin team.

Disclosures - Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: - Public Defender Case Sharing - Disclosure Portal - Download Links
Training - Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. - Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.
16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of



delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If TAP or OSP terminates or expires:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium and OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Limited Warranty.**
 - 3.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("CEW") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
 - 3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
 - 3.6. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix
 - 3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.
5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy

Trade-In Units and receive a trade-in credit.

<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
 - 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
 - 10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is

considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-680676-45805BJ

Issued: 05/28/2025

Quote Expiration: 06/30/2025

Estimated Contract Start Date: 01/01/2026

Account Number: 107944

Payment Terms:

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Plymouth Police Dept. - MN 3400 Plymouth Blvd Minneapolis, MN 55447-1448 USA	Plymouth Police Dept. - MN 3400 Plymouth Blvd Minneapolis MN 55447-1448 USA Email: ddurenberger@ci.plymouth.mn.us

SALES REPRESENTATIVE	PRIMARY CONTACT
Brandon Jones Phone: (480) 569-7841 Email: brjones@axon.com Fax:	Dave Durenberger Phone: 763-509-5181 Email: ddurenberger@plymouthmn.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$375,552.00
ESTIMATED TOTAL W/ TAX	\$375,552.00

Discount Summary

Average Savings Per Year	\$25,789.20
TOTAL SAVINGS	\$128,946.01

Payment Summary

Date	Subtotal	Tax	Total
Jan 2026	\$75,110.40	\$0.00	\$75,110.40
Jan 2027	\$75,110.40	\$0.00	\$75,110.40
Jan 2028	\$75,110.40	\$0.00	\$75,110.40
Jan 2029	\$75,110.40	\$0.00	\$75,110.40
Jan 2030	\$75,110.40	\$0.00	\$75,110.40
Total	\$375,552.00	\$0.00	\$375,552.00

Quote Unbundled Price: \$504,530.00
Quote List Price: \$424,754.00
Quote Subtotal: \$375,552.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	80	60	\$103.28	\$86.66	\$78.24	\$375,552.00	\$0.00	\$375,552.00
A la Carte Services									
101186	AXON VR - PSO - VIRTUAL	1			\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,786.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$375,552.00	\$0.00	\$375,552.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100126	AXON VR - TACTICAL BAG	2	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	2	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	80	2	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100396	AXON TASER 10 - MAGAZINE - INERT RED	3	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	560	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100591	AXON TASER - CLEANING KIT	1	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	70 <i>md</i>	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	10 <i>md</i>	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100748	AXON VR - CONTROLLER - TASER 10	2	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	2	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	2	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	80	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	6	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	80	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	16	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	20378	AXON VR - HEADSET - HTC FOCUS 3	2	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	01/01/2026

x May change

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	400	1	01/01/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	400	1	01/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	1	07/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	07/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	400	1	01/01/2029
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	400	1	01/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	101180	AXON TASER - DATA SCIENCE PROGRAM	80	01/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101703	AXON VR - USER ACCESS - TASER SKILLS	80	01/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	1	01/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	80	01/01/2026	12/31/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION STANDARD	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	80
BUNDLE - TASER 10 CERTIFICATION STANDARD	101183	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101186	AXON VR - PSO - VIRTUAL	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100197	AXON VR - EXT WARRANTY - HEADSET	2	01/01/2027	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	80	01/01/2027	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	01/01/2027	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	01/01/2027	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	80	01/01/2027	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	01/01/2027	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	16	01/01/2027	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	01/01/2027	12/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	3400 Plymouth Blvd	Minneapolis	MN	55447-1448	USA
2	3400 Plymouth Blvd	Minneapolis	MN	55447-1448	USA

Payment Details

Jan 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Total
Year 1	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	80	\$75,110.40	\$75,110.40
Invoice Upon Fulfillment	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00
Invoice Upon Fulfillment	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00
Total				\$75,110.40	\$75,110.40

Jan 2027					
Invoice Plan	Item	Description	Qty	Subtotal	Total
Year 2	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	80	\$75,110.40	\$75,110.40
Total				\$75,110.40	\$75,110.40

Jan 2028					
Invoice Plan	Item	Description	Qty	Subtotal	Total
Year 3	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	80	\$75,110.40	\$75,110.40
Total				\$75,110.40	\$75,110.40

Jan 2029					
Invoice Plan	Item	Description	Qty	Subtotal	Total
Year 4	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	80	\$75,110.40	\$75,110.40
Total				\$75,110.40	\$75,110.40

Jan 2030					
Invoice Plan	Item	Description	Qty	Subtotal	Total
Year 5	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	80	\$75,110.40	\$75,110.40
Total				\$75,110.40	\$75,110.40

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

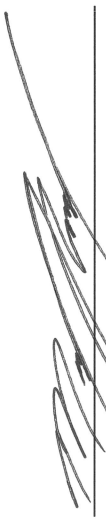
This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.


Signature Michael J Reed

5/28/2025

5-28-25
Date Signed



CITY OF PLYMOUTH

RESOLUTION No. 2025-271

RESOLUTION APPROVING MASTER SERVICES AND PURCHASING AGREEMENT WITH AXON ENTERPRISES

WHEREAS, the police department requires all sworn officers to have access to an electronic incapacitation device, known as a Taser; and

WHEREAS, the police department's five-year contract with Axon Enterprise Inc. concludes on December 31, 2025; and

WHEREAS, the police department intends to enter into another five-year contract with Axon Enterprise Inc, for the procurement of the Taser 10, electronic incapacitation device; and

WHEREAS, the total cost of the program is \$375,552 spread over five years (\$75,110.40/annually) beginning January 1, 2026; and

WHEREAS, the police department has budgeted for the cost of the Axon Taser and will be funded through the general fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the Master Services and Purchasing Agreement with Axon Enterprises is approved.

APPROVED by the City Council on this 28th day of October 2025.

To: Dave Callister, City Manager

Prepared by: Kip Berglund, Senior Planner

Reviewed by: Grant Fernelius, CED Director
Lori Sommers, Planning Manager

Item: **Variance request for a detached accessory structure that would exceed the height limit at 17840 4th Avenue North. (Brad Kramer & Paula Prah - 2025060)**

1. Action Requested:

Adopt the attached resolution approving a variance for Brad Kramer and Paula Prah, for a detached accessory structure that would exceed the height limit at 17840 4th Avenue North, as recommended by the Planning Commission.

Approval requires a 4/7 vote of the City Council.

2. Background:

On October 15, the Planning Commission reviewed the proposal, conducted a public meeting, and subsequently voted unanimously to recommend approval of the variance request under its consent agenda.

A copy of the Planning Commission meeting minutes and report are attached. Notice of the public meeting was mailed to all property owners within 200 feet of the site.

3. Budget Impact:

Not applicable.

4. Attachments:

1. Minutes
2. Planning Report
3. Location Map

4. Variance Standards Responses
5. Survey
6. Garden Shed Plans
7. City Council Resolution 2025-272

Proposed Minutes Planning Commission Meeting October 15, 2025

Chair Boo called a Meeting of the Plymouth Planning Commission to order at 7:00 p.m. in the Council Chambers of City Hall, 3400 Plymouth Boulevard, on October 15, 2025.

COMMISSIONERS PRESENT: Chair Michael Boo, Marc Anderson, Julie Olson, Bill Wixon, Josh Fowler, and Neha Markanda

COMMISSIONERS ABSENT: Jim Willis

STAFF PRESENT: Planning Manager Lori Sommers, Engineering Services Manager Chris McKenzie, Senior Planner Kip Berglund, Community and Economic Development Director Grant Fernelius, Associate Planner Sohpie Kucera, and City Council Liaison Julie Pointner

Chair Boo led the Pledge of Allegiance.

Call to Order

Public Forum

Approval of Agenda

Motion was made by Commissioner Fowler and seconded by Commissioner Anderson to approve the agenda. With all Commissioners voting in favor, the motion carried.

Consent Agenda

- (4.1) Planning Commission minutes from meeting held on September 17, 2025.**
- (4.2) Variance request for a detached garage in the front yard at 2319 West Medicine Lake Drive (Sandcon Remodeling, Inc. – 2025055)**
- (4.3) Variance request for a detached accessory structure that would exceed the height limit at 17840 4th Avenue North (Brad Kramer and Paula Prah – 2025060)**

Motion was made by Commissioner Anderson and seconded by Commissioner Olson to approve the consent agenda. With all Commissioners voting in favor, the motion carried.

Commissioner Markanda stated that the link within the packet for the minutes brings up the July minutes.

Planning Manager Sommers apologized for the error, noting that the wrong set of minutes must have been uploaded, and stated that the September 17, 2025, minutes will be brought to the next meeting for consideration.

Public Hearing

- (5.1) Comprehensive plan regarding, rezoning, PUD general plan, and preliminary plat for Plymouth Plaza located at 1455 County Road 101 (Marco McLane – 2025042)**

New Business

Adjournment

Chair Boo adjourned the meeting at 9:32 p.m.

To: Plymouth Planning Commission

From: Kip Berglund, Senior Planner (763-509-5453)
Community and Economic Development Department

Subject: Brad Kramer & Paula Prah – variance request to allow a detached accessory structure that exceeds the height limit at 17840 4th Avenue North (2025060)

Ward 2

Deadline: January 22, 2026

Summary

Request for a variance for a 160-square-foot detached accessory structure, located southeast of the existing home, that would exceed the height limit for a detached accessory structure less than 200 square feet in area. Under the plan, the shed would be designed to match the architecture of the home, including the roof slope, and be built on a slope.

As a result, due to the method in how building height is measured for detached structures, one side of the shed would be 15 feet in height, and the other side would be 13 feet in height, where up to 10 feet in height is permitted for a detached accessory structure less than 200 square feet in area.

An aerial view of the site is included on the right for reference on the site context.



Recommended Action

Community and Economic Development Department Staff recommend approval of the variance for the detached accessory structure, less than 200 square feet, that would exceed the height limit.



Site Information

Zoning and Land Use

The property is zoned RSF-1 (single family detached 1) and guided LA-1 (living area 1).

	Use	Zoning	Land Use Designation (2040 Comprehensive Plan)
Subject Property	Single-family home	RSF-1	LA-1
North, South, East, and West	Single-family homes in the Hawthorne Ponds subdivision	RSF-1	LA-1

Natural Characteristics of Site

The lot is located in the Minnehaha Creek watershed. It is not located in a shoreland or floodplain management overlay district, and there are no wetlands on the property.

Previous City Actions Affecting Site

The subject lot was part of the original Lot 10, Block 1, as part of the Hawthorne Ponds subdivision created in 1961. In 1983, the Council approved a lot division to split the lot in order to create the subject property. The home was built in 1985.

Analysis of Request

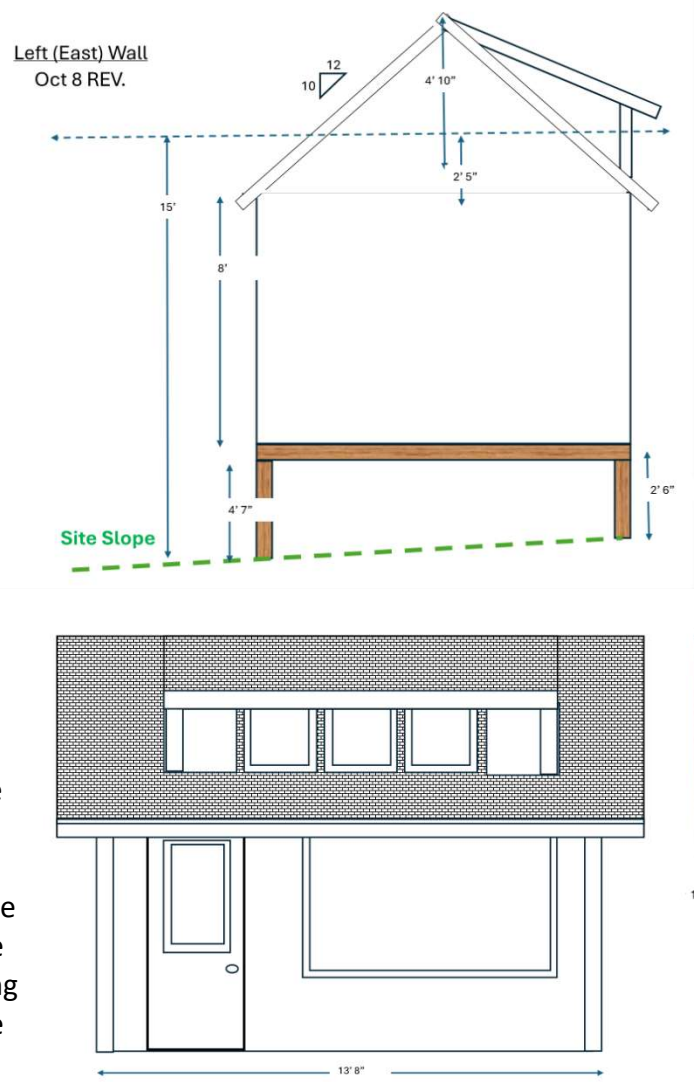
The applicant is requesting approval of a variance to allow a 160 square-foot (11.67-foot x 13.67-foot) garden shed, located southeast of the existing home, to exceed the height limit for a detached accessory structure that is less than 200 square feet in area. A building permit is not required for detached accessory structures less than 200 square feet, however, they must meet height and setback requirements. Section 21120 of the zoning ordinance allows detached accessory structures, less than 200 square feet in area, to be up to 10 feet in height, and detached accessory structures, greater than 200 square feet in area, to be up to 15 feet in height.

Building height for detached accessory structures are measured by the vertical distance from the lowest point of grade for that portion of the lot covered by the building to the highest point of the roof for flat roofs, to the roof deck line of mansard roofs, and to the mean height between eaves and ridge for gable, hip, and gambrel roofs. The structure itself would be 10.5 feet in height. However, due to the slope of the yard going down toward the southeast, the garden shed would be located on a slope and measured from the lowest point of grade. Therefore, the height of the shed on the eastern side would be 15 feet, and the height of the shed on the western side would be 13 feet.

The proposed garden shed would be connected to an existing deck on the southeast side of the home, be adjacent to a side building façade, and be located roughly 13 feet from the east rear property line and 44 feet from the south front property line along 4th Avenue. The proposed location would meet the setback requirements for a detached accessory structure. Staff notes that the floor frame has been constructed off the existing deck.

Shed design

The applicant states that the proposed design of the garden shed is for aesthetic purposes and to meet the architecture of the home, including the roof pitch, rooflines cedar shake roof, and stained board and batten siding. The applicant states that the steepness of the proposed 10/12 roof pitch increases the height of the shed. The applicant also states that the proposed location is conveniently located off an existing deck. Staff notes that the northeastern and southeastern portions of the property contain significant topography limiting the areas where a detached structure could be constructed.



Findings

In review of the request, staff finds that all the applicable variance standards would be met, as follows:

1. Would the variance, and its resulting construction or project, be in harmony with the general purposes and intent of the Zoning Ordinance, and be consistent with the comprehensive plan?

Finding: Staff finds that the request is in harmony with the general purpose of the zoning ordinance and comprehensive plan. Detached accessory structures are a permitted accessory use in the RSF-1 zoning district.

2. The variance applicant has satisfactorily established that there are practical difficulties in complying with this Chapter. "Practical difficulties" means that:

- a. Does the applicant propose to use the property in a reasonable manner permitted by this Chapter?

Finding: Staff finds that the request is reasonable. The property will be used in a reasonable manner, as permitted by the zoning ordinance. Upon the granting of the variance, the project will comply with the zoning ordinance.

- b. Is the plight of the landowner due to circumstances unique to the property that were not created by the landowner?

Finding: Staff finds that the property characteristics were not caused by the applicant as they recently purchased it and that there is topography in the northeastern and southeastern portions of the property which limits the area for the construction of a detached accessory structure.

- c. The variance, if granted, would not alter the essential character of the locality?

Finding: Staff finds that the request would not alter the essential character of the locality as the garden shed would be constructed to be aesthetically and architecturally compatible with the existing home.

3. Is the variance request based exclusively upon economic considerations?

Finding: Staff finds that the request is not solely based on economic considerations but based upon the need for additional storage space.

4. Would the variance, and its resulting construction or project, be detrimental to the public welfare, or would it be injurious to other land or improvements in the neighborhood?

Finding: Staff finds that the request would not be detrimental to the public welfare and would not be injurious to other land/improvements in the neighborhood. The garden shed would allow for additional storage space and be constructed to be architecturally compatible with the existing home.

5. Would variance, and its resulting construction or project, impair an adequate supply of light and air to adjacent properties? Or would it substantially increase traffic congestion in public streets, increase the danger of fire, endanger the public safety, or substantially diminish property values within the neighborhood?

Finding: Staff finds that the request would not impair light and air, nor increase traffic, risk of fire, nor endanger the public safety, nor diminish property values in the neighborhood. The garden shed would be in character with the neighborhood and match the architecture of the home.

6. Is the variance requested the minimum action required to address or alleviate the practical difficulties?

Finding: Staff finds that the variance is the minimum action required to address the practical difficulties. The placement of the garden shed is based on topographical

conditions, and the design is based on both architectural and aesthetic purposes and would meet or exceed all other zoning requirements.

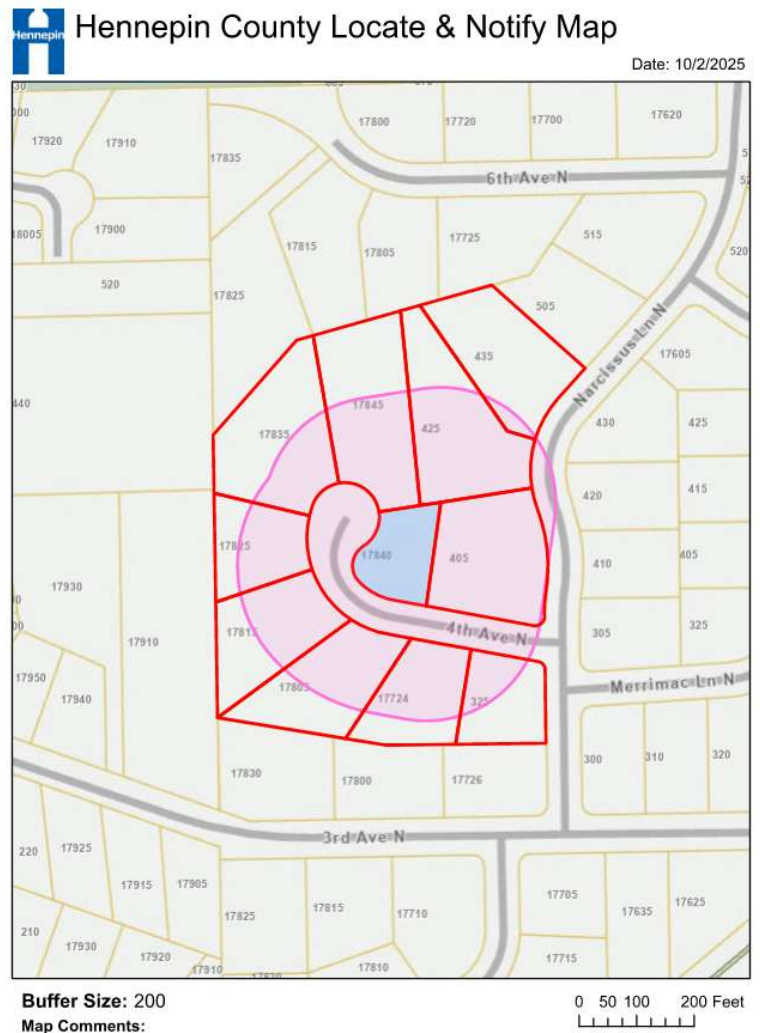
The Planning Commission must review the variance request for compliance with the standards outlined in the zoning ordinance. A copy of the variance standards is attached.

Level of Discretion in Decision-Making

The City's discretion in approving or denying a variance is limited to whether or not the proposal meets the standards for a variance. The City has a relatively high level of discretion with a variance because the burden of proof is on the applicant to show that they meet the standards for a variance.

Public Notice

Notice of the public meeting was mailed to all property owners within 200 feet of the site.





2025060
Brad Kramer & Paula Prah
17840 4th Avenue
Request for a Variance



Legend

- C, Commercial
- CC, City Center
- CO, Commercial Office
- IND
- LA-1, Living Area 1
- LA-2, Living Area 2
- LA-3, Living Area 3
- LA-4, Living Area 4
- LA-5
- MXD
- MXD-R
- P-I, Public/Semi-Public/Institutional



What is the proposed project? Explain what you're doing and why you need a variance.

I am seeking to build a 11' 8" by 13' 8" shed/studio. Given the size, the shed would not require a building permit or a variance except for 2 issues. Issue # 1 is that the shed will be built on a hill with an entrance from the top of the hill. Issue # 2 is driven by my preference (and the preference of the Ordinance) for the shed to look like my house, which has a 10:12 pitch roof. When these two issues are combined, the shed will exceed the height limitation for a small shed. At the top of the hill, where the shed will be entered and where the house is located, the shed exceeds the height limitation by 3 feet. On the other side, where the property drops off, the shed will exceed the height limit by approximately 5 feet.

I plan to fully finish the support structure for the shed with rock veneer and to add landscaping so that it will not be obtrusive or even noticeable by neighbors or from the street. As an aside, the property was fully overgrown with buckthorn when I purchased it. We have been systematically removing the invasive species and replanting, mostly with native species. The property is heavily wooded and will continue to be.

Would the variance, and its resulting construction or project, be in harmony with the general purposes and intent of the Zoning Ordinance, and consistent with the comprehensive plan? Explain.

I believe the project will be in full compliance with the Ordinance. In particular, the new structure will be designed and finished to be identical to the existing house, with identical cedar shake roof, appropriate rooflines, and stained board and batten siding.

Would the variance, and its resulting construction or project, be detrimental to the public welfare, or injurious to other land or improvements in the neighborhood? Explain.

No, the project will not infringe on property lines or cause any issue for neighbors.

Would the variance, and resulting project, impair an adequate supply of light and air to adjacent properties, substantially increase traffic congestion in public streets, increase the danger of fire, endanger the public safety, or substantially diminish property values within the neighborhood? Explain.

The proposed project will add value to my property while not detracting from neighboring properties. It will not be nearly as tall as the existing house that it will be

next to, so no neighbor will have their current sight lines altered by the structure. Furthermore, the shed will be in what was the general proximity of a 250-year-old oak tree that collapsed last year. The closest neighbor likely will have more light than in previous years.

Explain the “practical difficulties” present by answering the following questions: Is the variance the minimum action required to address or alleviate the practical difficulties? Explain.

Yes, the variance would be the minimum action to solve the problem. I would not be in full compliance with the intent of the Ordinance if I reduced the pitch ratio of the roof, as it would no longer look like the house. If I did extensive grading the essentially eliminate the hill under the shed, I would be significantly changing the topography, which often has unplanned results.

Do you plan to use the property in a reasonable manner, permitted by the Zoning Ordinance? Explain.

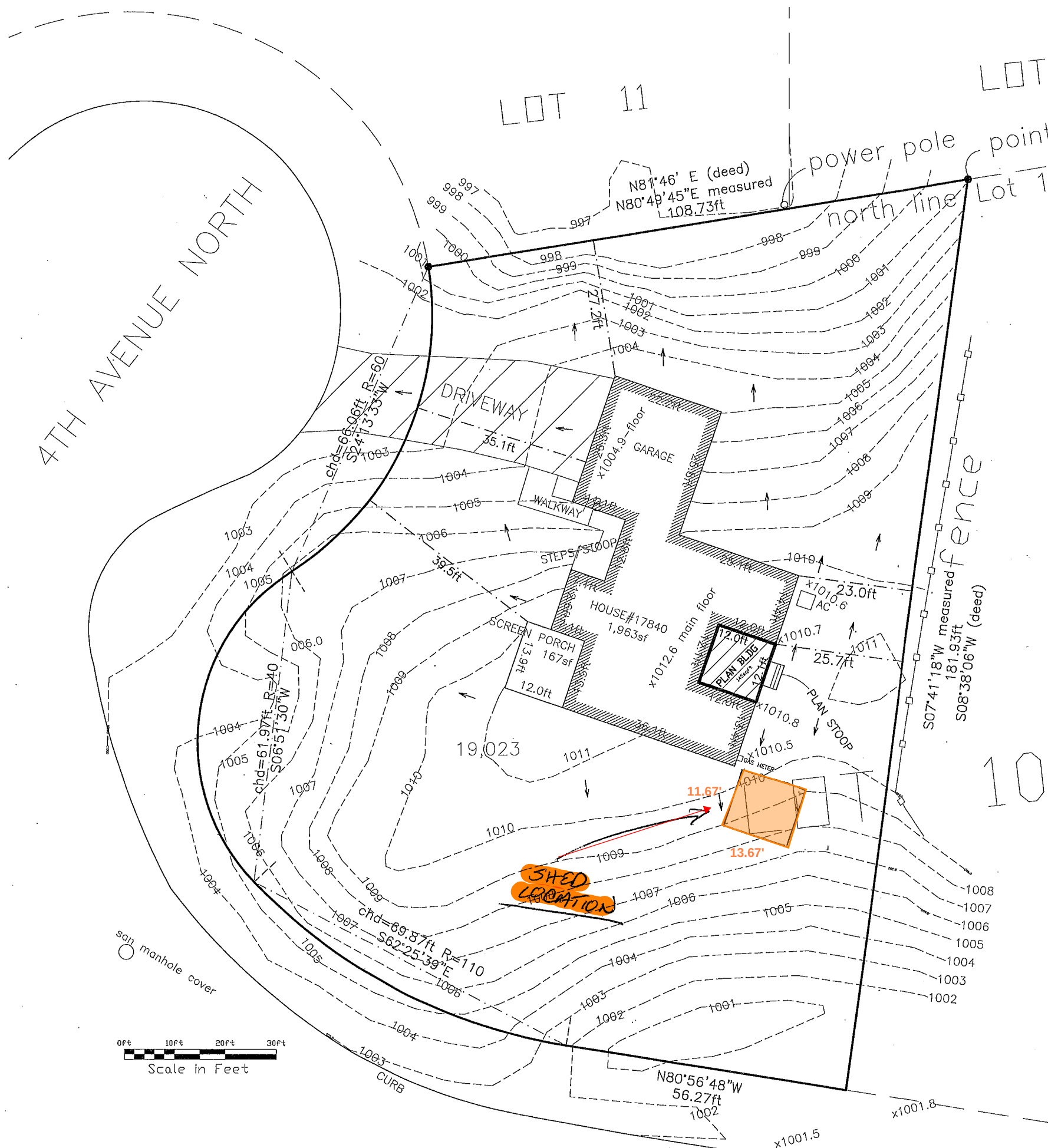
The shed will be used for garden and art projects, which is permitted by the Zoning Ordinance. The shed will not have water or plumbing and will not be used as living space.

Would the variance, if granted, alter the essential character of the locality? Is the variance request based exclusively upon economic considerations? Explain.

No, the new shed would not alter the character of the property or the neighborhood. It will enhance the property. The requested variance is not based whatsoever on economic considerations.

Is the difficulty due to circumstances unique to the property and was the issue created by the property owner? Explain.

Yes, the difficulty is due to circumstances unique to the property as the property has significant changes in grade. Those grade changes were not created by the homeowner (past or present).



LEGAL DESCRIPTION **

That Part Of Lot 10 Block 1 HAWTHORNE PONDS which Lies Wly Of A Line Corn At Nw Cor Thof Th N 81 Deg 46 Min E Along Nly Line Thof Dist Of 108.8 Ft To Pt Of Beg Th S 8 Deg 38 min 06 sec W to south line of said Lot 10 and there terminating.

** According to Hennepin County Property and Tax Records
All easements recorded or unrecorded, if any, are not shown.

NOTES

1. OBSERVED UTILITIES ARE SHOWN; ALL OTHER UTILITIES, IF ANY, ARE NOT SHOWN
2. MARKINGS FOR ANY BUI UNDERGROUND UTILITY LOCATE ARE NOT SHOWN
3. THIS SITE WAS LAST OBSERVED ON NOV 5, 2022
4. LINE DIRECTIONS ARE ASSUMED RELATIVE BEARINGS
5. EXISTING CONTOURS AND SPOT ELEVATIONS ARE SHOWN
6. IRON PIN MONUMENT FOUND ●
8. DRAINAGE DIRECTION EXISTING ←
9. ELEVATIONS SHOWN ARE ON NGVD 1929 DATUM

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 LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

NAME: JAMES MICHAEL BRIDELL, R.L.S.

SIGNATURE *James Bridell* DATE NOV 9, 2022
Professional Land Surveyor, Minnesota License No. 23266
Firm Name: State Engineering & Surveying Company.
This certification is limited to SITE PLAN BUILDING ADDITION.

UNAUTHORIZED COPIES
This certified signed document is hereby revoked for unauthorized copies. When this document is in possession of persons/parties other than customer, authorized agent, or approved others, it is hereby revoked. Do not rely on unauthorized copies, which may be fraudulent, incorrect, erroneous, misleading or with important and relevant information omitted. This document is copyrighted, intended for customer's use for specific purpose herein stated.

IMPERVIOUS AREAS		
TOTAL LOT	sqft	percent
19020		100.00
PLANNED AREA		
PLAN BLDG	0145	00.76
PLAN STOOP	0015	00.08
EXISTING AREAS		
DRIVEWAY	0698	03.67
HOUSE	1963	10.32
PORCH	0167	00.88
WALKWAY	0073	00.38
STEPS/STOOP	0078	00.41
TOTAL	2979	15.66

State Engineering
and Surveying Company
5709 MCGUIRE ROAD
EDINA MN 55439
952-854-9002
www.state-engineering.com

**SITE PLAN
BUILDING ADDITION**

PREPARED FOR
HANSON REMODELING
4210 East 34th Street
Minneapolis, MN 55406

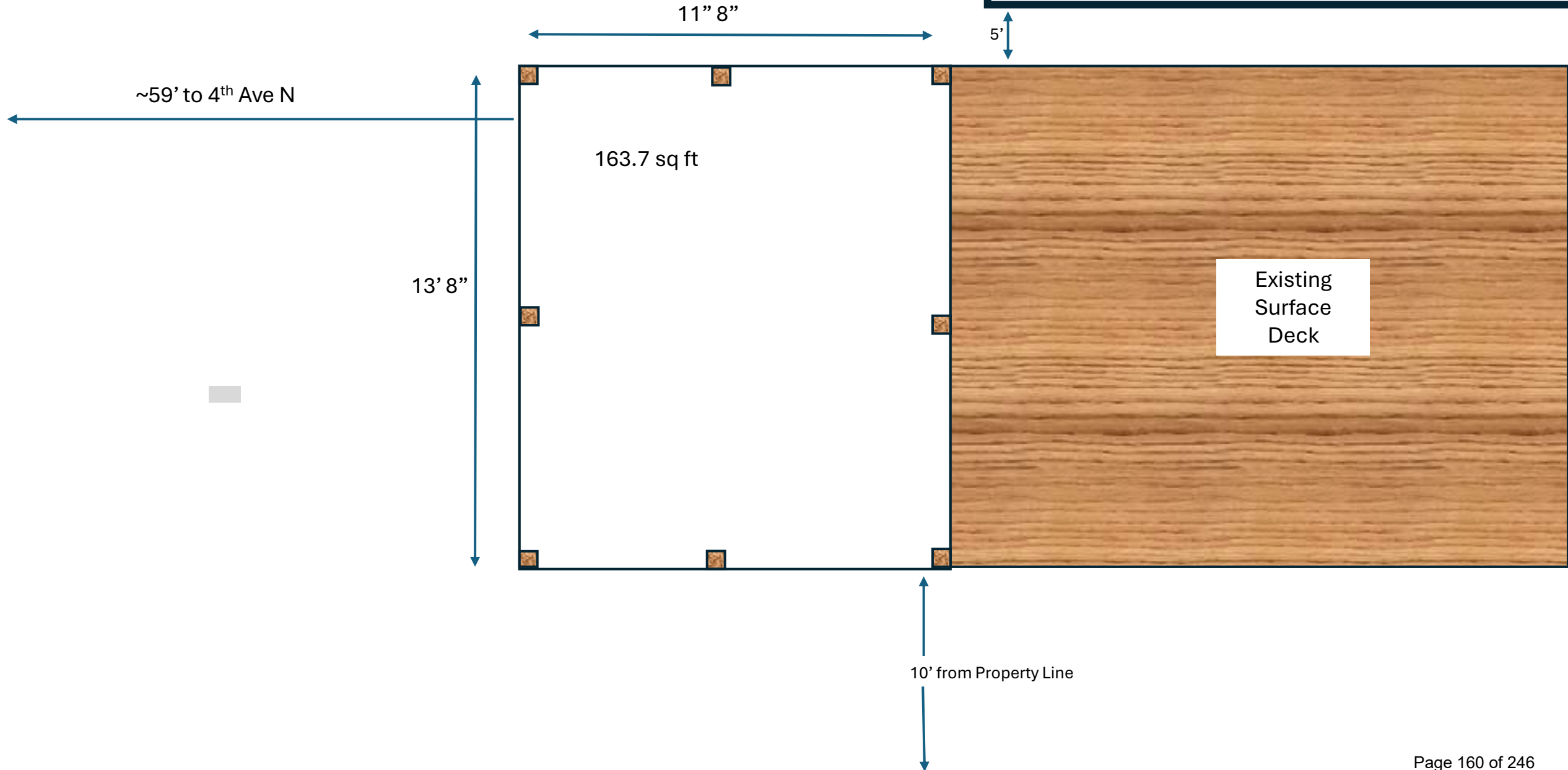
SITE LOCATION
17840 4TH AVE N
PLYMOUTH MN 55447

Job Number
2022439

Paula Prah
17840 4th Ave N
Plymouth
(763) 360-1314
paulaj.prahl@gmail.com

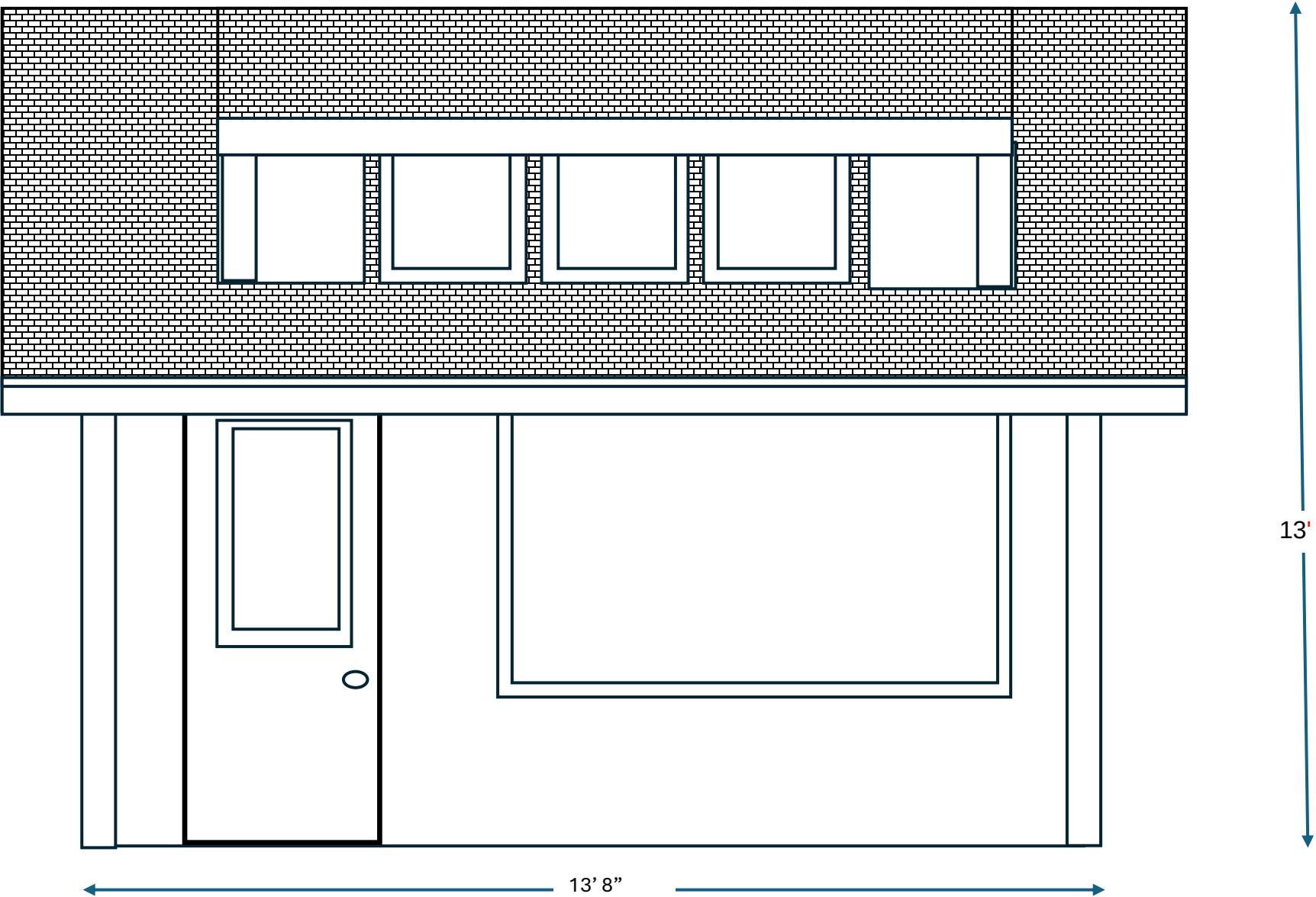
Garden Shed Project
Oct 8 REV.

House

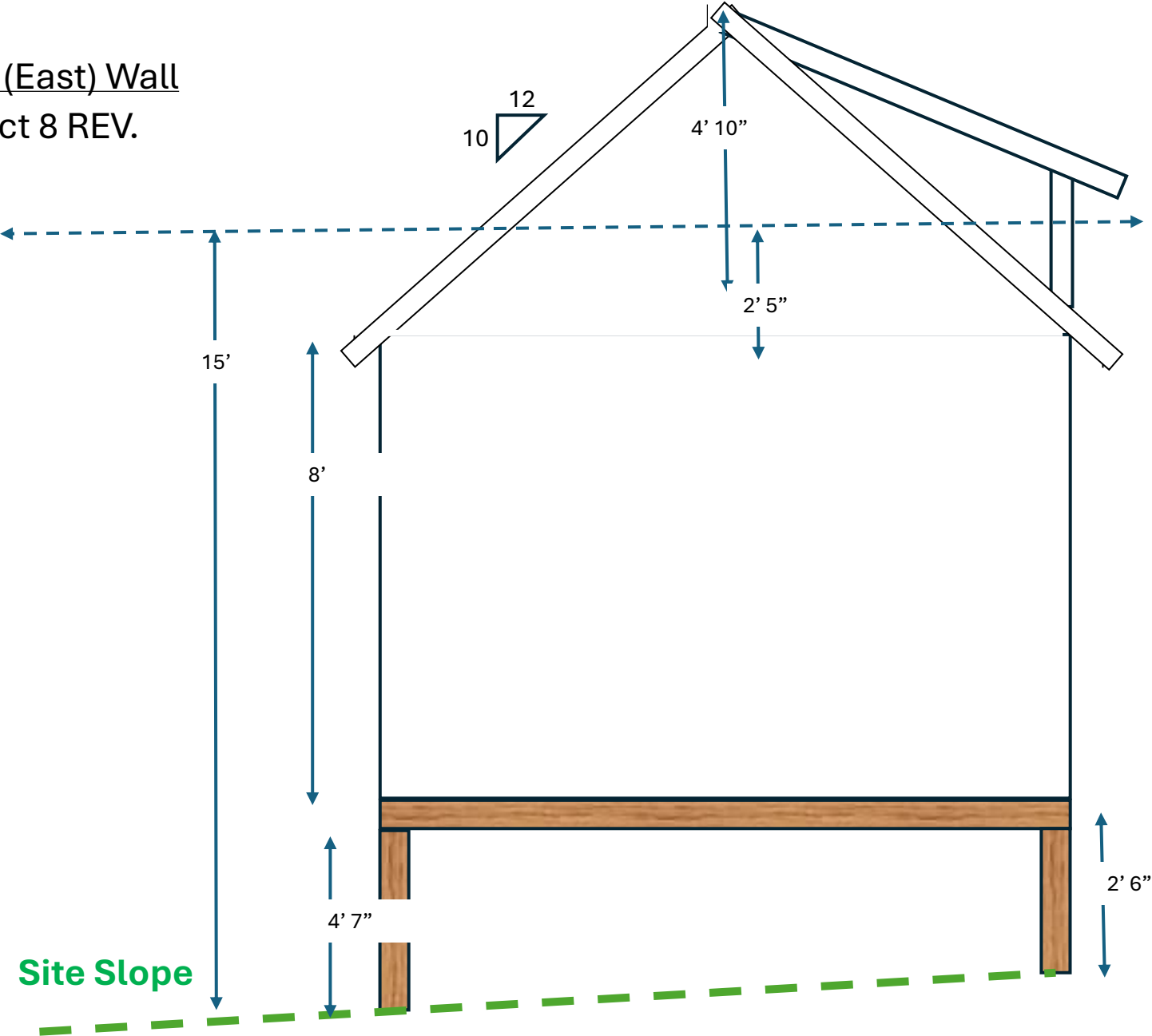




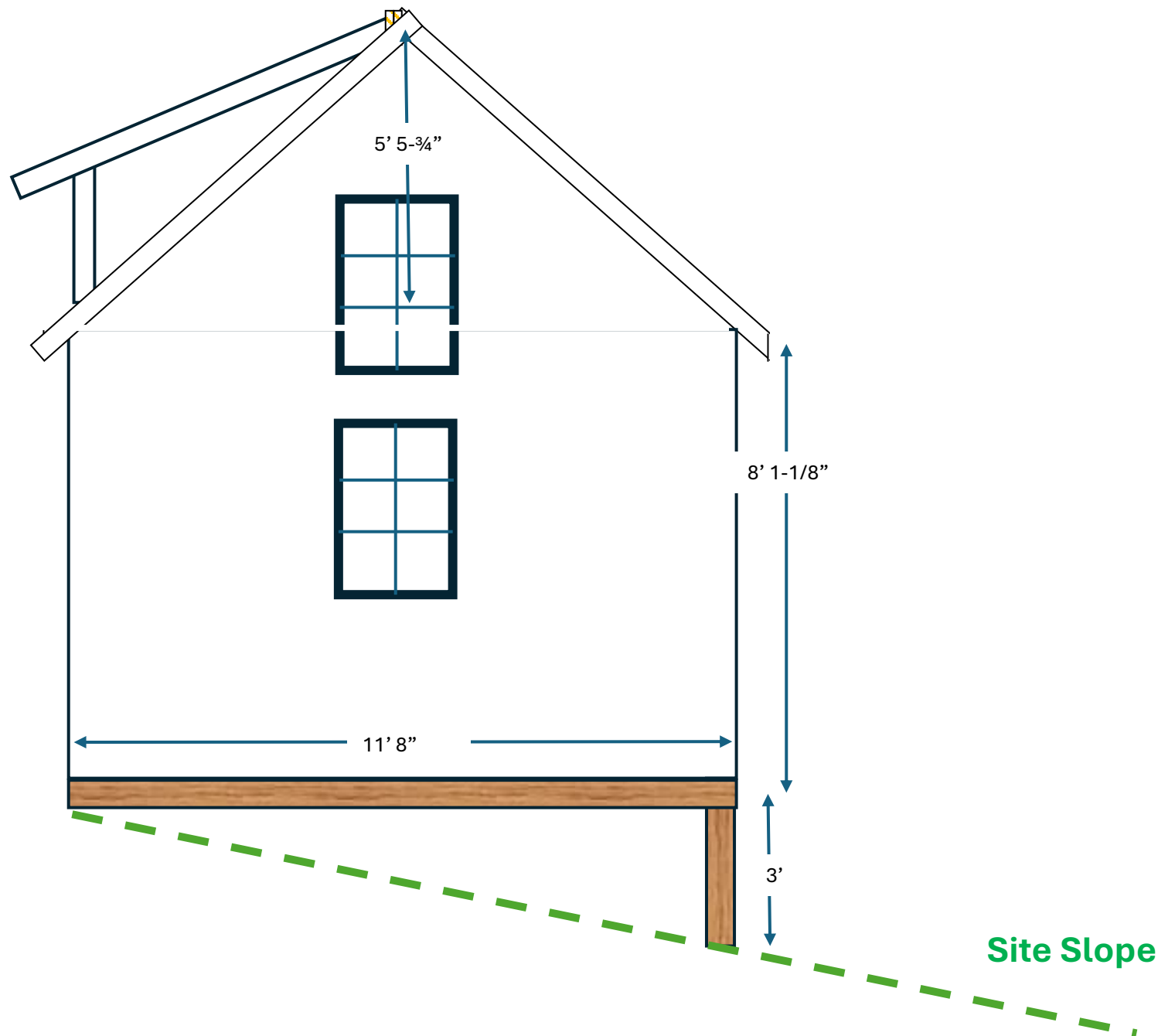
Front (North) Wall



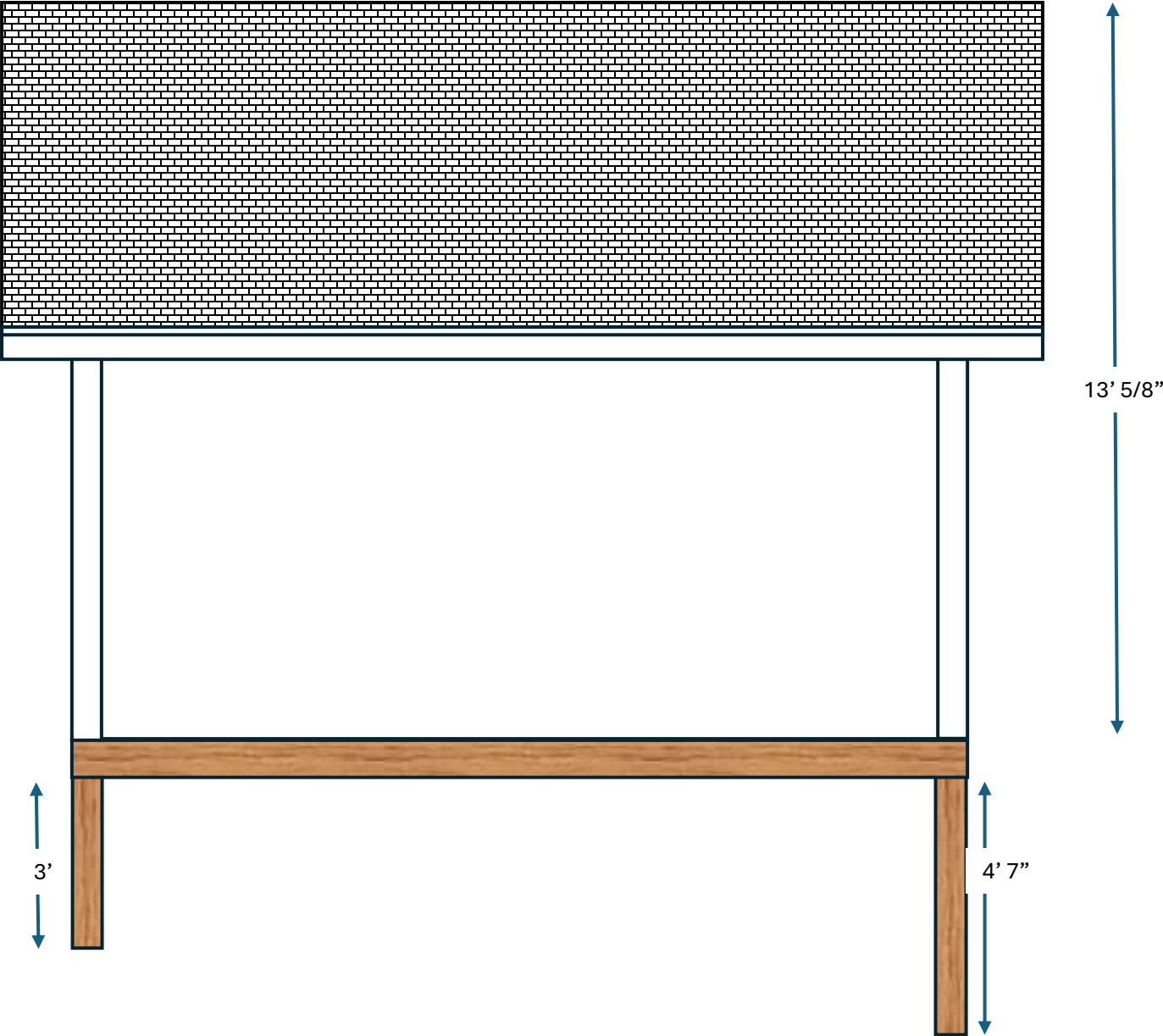
Left (East) Wall
Oct 8 REV.



Right (West) Wall



Rear (South) Wall



CITY OF PLYMOUTH

RESOLUTION No. 2025-272

RESOLUTION APPROVING A VARIANCE FOR BRAD KRAMER FOR PROPERTY LOCATED AT 17840 4TH AVENUE NORTH (2025060)

WHEREAS, Brad Kramer has requested approval of a variance for a detached accessory structure that would exceed the height limit; and

WHEREAS, the subject property is legally described as:

That part of lot 10, Block 1, Hawthorne Ponds, Hennepin County, Minnesota, which lies westerly of the following described line; commencing at the northwest corner of said Lot 10; thence on an assumed bearing of North 81 degrees 46 minutes East along the northerly line of said Lot 10 a distance of 108.8 feet to the point of beginning of the line to be described; thence South 8 degrees 38 minutes 06 seconds West, 181.95 feet to the southerly line of said Lot 10 and said line there terminating; and

WHEREAS, the Planning Commission has reviewed said request at a duly called public meeting.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that it should and hereby does approve the request by Brad Kramer, for a variance for a detached accessory structure that exceeds the height limit, for property located at 17840 4th Avenue North, subject to the following:

1. The requested variance to allow construction of a detached accessory structure containing 160 square feet (11.67-foot by 13.67-foot), southeast of the existing home, that would be 15 feet in height, where up to 10 feet in height is permitted for detached accessory structures less than 200 feet in area, is hereby approved, in accordance with the plans received by the city on September 24, 2025, and October 8, 2025, except as may be amended by this resolution.
2. The requested variance is approved based on the finding that all applicable variance standards have been met, specifically:
 - a) The requested variance, and its resulting construction project, would be in harmony with the general purposes and intent of the ordinance, and would be consistent with the comprehensive plan. Detached accessory structures are a permitted accessory use in the RSF-1 zoning district.
 - b) The applicant has demonstrated that there are practical difficulties in complying with the ordinance regulations, because:
 1. The applicant proposes to use the property in a reasonable manner, as permitted by the zoning ordinance. Upon the granting of the variance, the project will comply with the zoning ordinance.

2. The request is due to unique circumstances not created by the property owners as they are not the original owners of the home. In addition, there is topography in the northeastern and southeastern portions of the property which limits the area for the construction of a detached accessory structure.
 3. The variance would not alter the essential character of the lot or neighborhood. The garden shed would be constructed to be aesthetically and architecturally compatible with the existing home.
- c) The requested variance is not based upon economic considerations but rather, based upon the need for additional storage space.
 - d) The variance, and its resulting construction, would not be detrimental to the public welfare, nor would it be injurious to other land or improvements in the neighborhood. The garden shed would allow for additional storage space and be constructed to be architecturally compatible with the existing home.
 - e) The variance, and its resulting construction, would not impair an adequate supply of light and air to adjacent properties, nor would it increase traffic congestion or the danger of fire, endanger the public safety, or substantially diminish property values within the neighborhood. The garden shed would be in character with the neighborhood and match the architecture of the home.
 - f) The variance requested is the minimum action required to address the practical difficulties. The placement of the garden shed is based on topographical conditions, and the design is based on both architectural and aesthetic purposes and would meet or exceed all other zoning regulations.
3. The detached accessory structure shall be designed to be architecturally consistent with the home and incorporate similar design elements and colors.
 4. The variance shall expire one year after the date of approval, unless the property owner or applicant has commenced the authorized improvement or use, or unless the applicant, with the consent of the property owner, has received prior approval from the city to extend the expiration date for up to one additional year, as regulated under section 21030.06 of the zoning ordinance.

APPROVED by the City Council on this 28th day of October, 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 October 28, 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: Robert Glisky, Graduate Engineer

Reviewed by: Michael Thompson, Public Works Director

Item: **Public hearing on vacation of right-of-way in Elmhurst Gateway**

1. Action Requested:

Hold public hearing and adopt attached resolution for vacation of right-of-way in Elmhurst Gateway. Approval requires 6/7 votes.

2. Background:

Jessica Fjelstad and Joseph Newgren, owners of the adjacent property, have requested the vacation of the “path” right-of-way located north of Lot 1, Block 1, Elmhurst Gateway (1507 Medicine Lake Drive West). City staff reviewed the right-of-way and determined there is no current or future need to preserve it for public use. The right-of-way vacation is requested due to the owner's ongoing maintenance of the hillslope and their intent to mitigate erosion risks to preserve their property. Notification to utility companies revealed no conflicts with the proposed right-of-way vacation. A notice of public hearing was published as required, and adjacent property owners were duly notified by mail. City staff reviewed the proposed vacation and have no objection.

3. Budget Impact:

The \$450 fee was paid by the petitioner to cover the city's cost of administration and publishing the public hearing notice.

4. Attachments:

1. Presentation
2. Elmhurst Gateway Plat
3. Location Map
4. City Council Resolution 2025-273



Public Hearing on Vacation of Right-of-Way

‘Path’ in Elmhurst Gateway



- Requestors:
 - Jessica Fjelstad and Joseph Newgren - 1513 W Medicine Lake Dr
 - Jessica Fjelstad (Turn Key Properties LLC, Owner) - 1507 W Medicine Lake Dr
- Right-of-Way Description: Area labeled as Path, lying adjacent and northerly of Lot 1, Block 1, Elmhurst Gateway (1507 W Medicine Lake Dr)
- Adjacent owners are requesting right-of-way to be vacated due their ongoing maintenance of the hillslope and intent to reduce erosion risk for property preservation purposes.
- City staff notified utility companies and adjacent property owners.
- City staff have no objections.

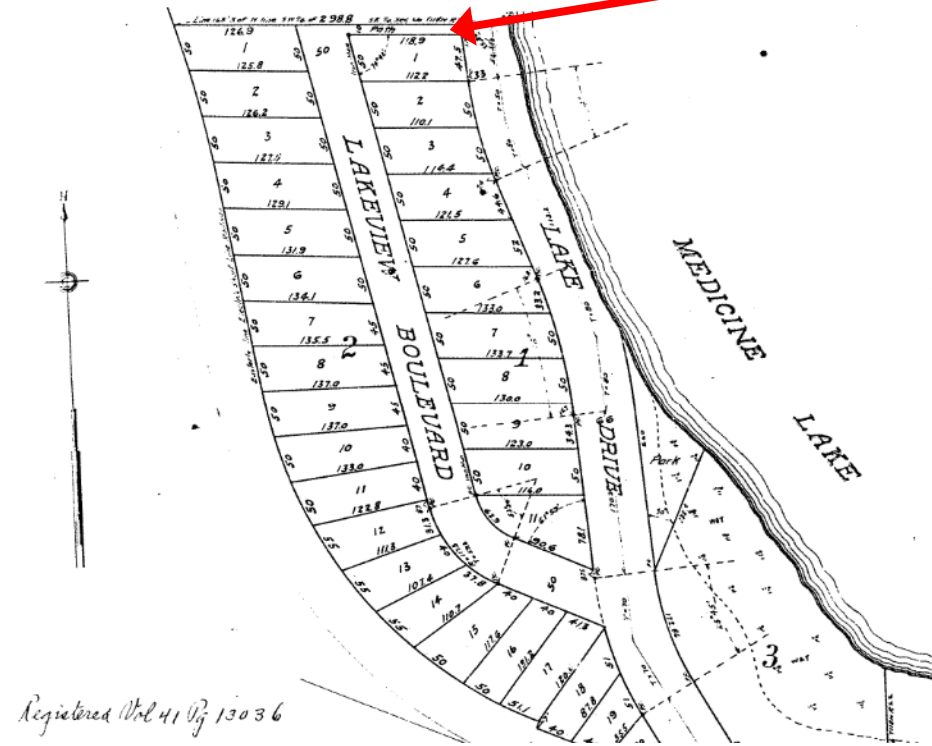
Proposed Right-of-Way Vacation

ELMHURST GATEWAY

HENNEPIN COUNTY MINN.

Scale 1"=80'

Larsen & Pratt - Surveyors



All that portion of the area labeled as PATH, lying adjacent to and lying northerly of Lot 1, Block 1, Elmhurst Gateway, bound on the East by the northerly extension of the East line of said Lot 1, bound on the West by the northerly extension of the West line of said Lot 1.



Recommendation

- Hold public hearing and adopt resolution for vacation of right-of-way in Elmhurst Gateway.
 - Approval requires 6/7 vote

7081940

OFFICE OF THE COUNTY CLERK,
HENNEPIN COUNTY, MINN.

I hereby certify that the within plat of Elmhurst Gateway was filed for record on the 15th day of April, 1916, and was duly recorded in Book 86, Page 6.

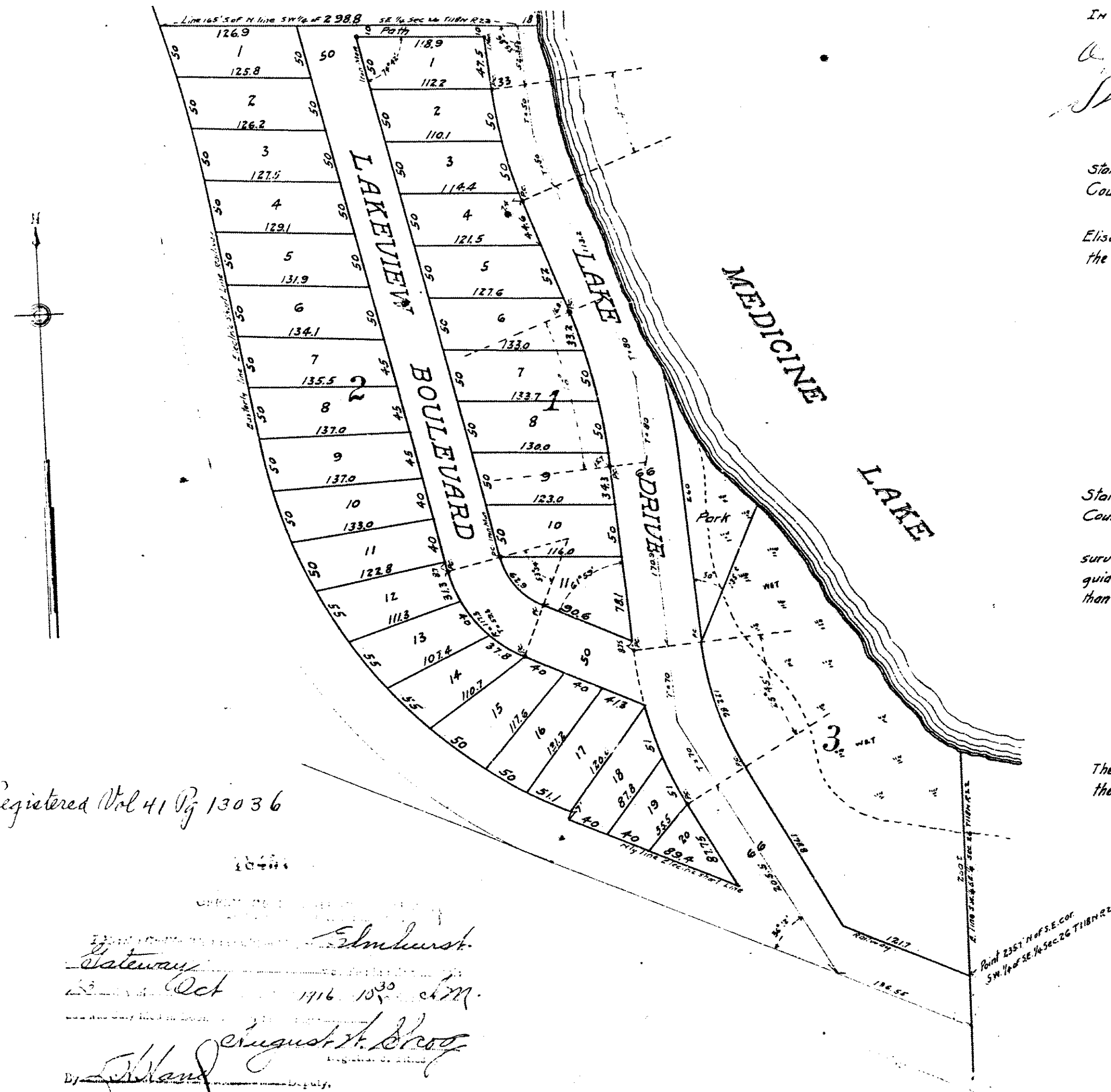
By *August H. Shogren*, Notary Public.

ELMHURST GATEWAY

HENNEPIN COUNTY MINN.

Scale 1"=80'

Larsen & Pratt - Surveyors



Know all men by these presents that we, Matthias Mengelkoch and Elisabeth A. Mengelkoch, his wife, owners and proprietors of the following described property lying in the State of Minnesota and County of Hennepin to wit: All that part of the Southwest quarter of the Southeast quarter of Section Twenty-six (26) Township one hundred eighteen (18) N. Range twenty-two (22) described as follows to wit: Beginning at a point where the East line of the Southwest quarter of the Southeast quarter of said Section Twenty-six (26) intersects the Northern line of the right of way of the Electric Short Line Railway, said point being two hundred thirty five and seven tenths (235.7) feet north of the southeast corner of said quarter quarter section, thence North along said East line two hundred (200) feet more or less to the shore of Medicine Lake, thence Northwest along the shore of said lake to a point which is one hundred sixty five (165) feet South of the North line of the Southwest quarter of the Southeast quarter, thence West and parallel with said North line three hundred sixteen and eight tenths (316.8) feet to the Eastern line of the Right of Way of said Electric Short Line Railway, thence Southeast and Easterly along said Right of Way line to point of beginning, have caused the same to be surveyed and platted as "ELMHURST GATEWAY", and we hereby donate and dedicate to the public use forever all the Boulevard, Drive and Path and Park as shown on the annexed plat in witness whereof we have hereunto set our hands this 10th day of April A.D. 1916.

IN PRESENCE OF

August H. Shogren as to Matthias Mengelkoch and Elisabeth A. Mengelkoch
Shogren

State of Minnesota } ss:
County of Hennepin }

On this 10th day of April A.D. 1916 before me, a notary public within and for said County and State personally appeared Matthias Mengelkoch and Elisabeth A. Mengelkoch, his wife, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their own free act and deed.

August H. Shogren
Notary Public Hennepin County, Minn.
My commission expires 11.1.17

State of Minnesota } ss:
County of Hennepin }

I hereby certify that I have surveyed and platted the property described on this plat, "ELMHURST GATEWAY", that this plat is a correct representation of said survey, that all distances are correctly shown on said plat in feet and decimals of a foot, that the outside boundary lines are correctly designated on the plat, that iron monuments for guidance of future surveys have been correctly placed in the ground as shown on the plat and that there are no wet lands or public highways to be designated on said plat other than as shown thereon.

Above certificate subscribed and sworn to before me this 10th day of April A.D. 1916

The above plat of "ELMHURST GATEWAY" was accepted and approved by the board of County Commissioners of Hennepin County, Minn. at a meeting thereof held the 17 day of April A.D. 1916.

August H. Shogren
Notary Public Hennepin County, Minn.
My commission expires 11.1.17

W. E. Erickson
County Auditor
By *N. E. Chapman*
Deputy

RECORDED AND INDEXED
APR 22 1916
AL. P. FERGUSON, CLERK
DEPUTY



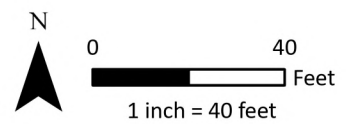
August H. Shogren
Notary Public Hennepin County, Minn.
My commission expires 11.1.17

W. E. Erickson
County Auditor



Elmhurst Gateway (Path)

Right-of-Way Vacation Location Map
Plymouth City Council, October 28, 2025



CITY OF PLYMOUTH

RESOLUTION No. 2025-273

RESOLUTION APPROVING THE VACATION OF RIGHT-OF-WAY IN ELMHURST GATEWAY

WHEREAS, a public hearing with respect to said vacation was scheduled for October 28, 2025, in accordance with Minnesota Statutes 412.851 and the City Charter Section 12.06; and

WHEREAS, a notice of publication of said hearing was published and posted at least 10 calendar days prior to the meeting of October 28, 2025; and

WHEREAS, all property owners adjacent to the proposed vacation were duly notified by mail; and

WHEREAS, the City Council held a public hearing on October 28, 2025, to inform any and all interested parties relevant to the vacation said right-of-way; and

WHEREAS, it was determined by the City Council that said right-of-way is not needed for public purposes.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the following right-of-way be vacated:

All that portion of the area labeled as PATH, lying adjacent to and lying northerly of Lot 1, Block 1, Elmhurst Gateway, bound on the East by the northerly extension of the East line of said Lot 1, bound on the West by the northerly extension of the West line of said Lot 1.

APPROVED by the City Council on this 28th day of October, 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 October 28, 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: **Review Public Improvement Special Assessment Policy**

1. Action Requested:

Adopt attached resolution approving revisions to the Public Improvement Special Assessment Policy and Policy for Special Assessment Deferment and adopt attached ordinance amending Section X of the City Code and approve summary publication of said ordinance.

The ordinance requires a 4/7 vote, and the resolution for summary publication of the ordinance requires a 6/7 vote for approval.

2. Background:

The city's Public Improvement Special Assessment Policy assesses a portion of the costs for street improvements (reconstruction, full-depth reclamation, and mill and overlay) to benefitting properties in accordance with MN Statute 429. In addition, the city's Policy for Special Assessment Deferment allows levied special assessments to be deferred for qualifying properties under specific criteria in accordance with MN Statute 435. The city's policies and practices related to special assessments have been discussed at City Council work sessions on October 10, 2023, and April 22, 2025. Following feedback received at these work sessions, staff made targeted changes to revise both policies as summarized below.

Public Improvement Special Assessment Policy

1. Set a flat rate assessment for single-family parcels.
 - a. Rates would be included in the City Code and updated yearly with an annual code update (providing predictability for residents).
 - b. Proposed per-unit rates for detached single-family properties are \$12,000

for reconstruction, \$4,250 for full-depth reclamation, and \$1,500 for mill and overlay. Rates for attached single-family properties would be assessed at 1/2 unit.

- c. Assessments for other property types (multi-family, industrial, commercial) would not change and be assessed 40% of project street-related costs.
2. Set a 3% interest rate for all assessment terms (providing predictability).
 - a. The interest rate would be included in the City Code and can be updated yearly with annual code updates, if necessary.
3. Waives assessments on tax-forfeited parcels when the assessment is less than \$10,000.
4. Authorizes the City Engineer to recommend policy deviations to the City Council for special circumstances.
5. Minor cleanup to align with current practice.

Policy for Special Assessment Deferment

1. Added active-duty military service to the list of eligible hardship circumstances to align with state statute.
2. Clarified that an application for deferral can be submitted at any point during the term of the assessment.
3. Clarified that interest accrues during the entire period of the deferral.
4. Specified a maximum length of deferral of 30 years to align with the state statute requiring that special assessments be collected within that timeframe. Language allows city staff to determine whether to reassess property or waive assessment if the amount is minimal.
5. Included minor updates to reflect current administrative practices.

3. Budget Impact:

The proposed policy revisions are not anticipated to substantially impact project funding assumptions in the 2025-2034 Capital Improvement Plan (CIP). Funding assumptions will be reviewed with each biannual CIP revision.

4. Attachments:

1. Presentation
2. Revised Public Improvement Special Assessment Policy - Markup
3. Revised Public Improvement Special Assessment Policy - Clean
4. Revised Assessment Deferment Policy - Markup
5. Revised Assessment Deferment Policy - Clean
6. City Council Resolution 2025-274
7. City Council Ordinance 2025-11
8. City Council Resolution 2025-275



Review Special Assessment Policy

October 28, 2025



Background

- Policy first adopted in 1966
 - Most recently updated in 2015
- Previous recent Council study sessions
 - October 10, 2023
 - April 22, 2025
- April 22 Study Session Feedback

Proposed Changes - Public Improvement Special Assessment Policy

- Flat rate for single family zoned properties
 - Included in City Code and can be updated yearly
 - Assessments for other property types would not change
- 3% interest rate for all terms
 - Included in City Code and can be updated yearly, if necessary
- Waives canceled assessments due to tax forfeiture under \$10,000
- Authorizes City Engineer to recommend policy deviations to Council
- Changes provide predictability and allow for advanced planning

Type of Improvement	Single Family Detached Assessment	Single Family Attached Assessment
Street Reconstruction	\$12,000.00	\$6,000.00
Full Depth Reclamation	\$4,250.00	\$2,125.00
Mill and Overlay	\$1,500.00	\$750.00

Proposed Changes - Policy on Special Assessment Deferral

- Addition of active-duty military to eligible hardship circumstances
 - Aligns with state statute
- Policy clarifications
 - Application for deferral can be submitted at any point during assessment term
 - Interest accrues during entire period of deferral
- Specifies 30-year maximum deferral length
 - Aligns with state statute requiring assessments to be collected within that timeframe
 - Language allows city staff to determine to reassess property or waive assessment if amount is minimal
- Non-policy changes

Recommended Action

- Adopt resolution approving revisions to the Public Improvement Special Assessment Policy and Policy for Special Assessment Deferment
 - Requires 4/7 vote
- Adopt ordinance establishing street improvement special assessment fees
 - Requires 4/7 vote
- Adopt resolution approving summary publication of ordinance
 - Requires 6/7 vote
- Questions/Comments?

I. The Basis of Special Assessments

A. General

As a charter city, Plymouth has the authority to levy special assessments under the provisions of the State Local Improvement Code (MSA Chapter 429). Minnesota State Law, Chapter 429.011 to 429.111 and portions of 444 provides that a municipality shall have the power to make public improvements such as sanitary sewers, storm sewers, water source and distribution facilities, street improvements including grading, curb and gutter, surfacing, sidewalks, street lighting, recreational facilities, etc. The various procedures the municipality must follow, including reports, notices and public hearings, are well defined within the law.

The Statute further provides that the cost of any improvement may be assessed upon properties benefitted by the improvement based upon the benefits received, whether or not the property abuts on the improvement and whether or not any part of the cost of the improvement is paid from Municipal State Aid (MSA), the county-state aid funds or trunk highway funds. The law is not specific on how these benefits are to be measured or how the costs are to be apportioned, but rather makes it incumbent upon the municipality to determine, with assistance of an engineer or other qualified personnel, a fair and equitable method of cost sharing among the properties involved.

For the purposes of allocating costs for public improvement projects in the City of Plymouth, the City Council has defined two forms of benefit:

1. Special benefit
2. General benefit

Special Benefit. The general application of both law and court decisions holds that only properties that receive a special benefit from improvement projects may be specially assessed. For example, public utilities brought to an area not served with sanitary sewer, water, road and drainage result in the properties in question increasing in market value. Likewise, properties that do not directly abut a street improvement can be shown to benefit from that improvement if the street provides the only public access to those properties. Property may only be assessed to the extent the improvement causes the property to increase in market value.

General Benefit. The concept of general benefit holds that in some types of improvement projects the community at large derives a benefit distinct from the special benefit derived by the properties within the project boundaries. For example, a major thoroughfare may be deemed to have a general benefit to the community at large, as well as the special benefit derived by the abutting property.

Special assessments are levied by the City Council on particular parcels of property based upon the [special](#) benefit those parcels derive from the improvement as determined by the City Council.

B. Total Project Cost; [Amount Assessed](#)

The total cost of a public improvement includes the following:

Construction cost plus engineering, administration, legal fees, assessment rolls, plus right-of-way costs (fee acquisition and/or easement costs including staff time) and temporary funding charges, plus other charges for services and contingencies, plus any assessable charges from other governmental agencies (i.e. Metropolitan Council Environmental Services, Hennepin County, State of Minnesota), plus any assessable costs previously incurred by the City.

[As part of the special assessment process, the City Council must determine the amount of the project cost that will be assessed. The balance of the project cost is then paid by A-~~portion of~~ other contributing funds from the City \(~~i.e.e.g., MSA~~\), Trunk Utility, Water Resources, etc.\) or outside governmental agencies. ~~may be deducted from the total improvement cost to determine the assessable cost.~~ On street improvement projects \(Section II.D.4\), the City generally will assess no more than 40% of the total project cost to benefitted properties.](#)

C. Assessment Interest Rate

The special assessment interest rate shall be established ~~annually by the Finance and Administrative Services Department. The rate shall be as determined by the rate at which the City can issue General Obligation Special Assessment bonds plus 1.5% for administrative costs in the City Code, which is updated and approved annually by the City Council.~~

D. Term of Assessment

Assessments shall normally be levied for a period not to exceed five years for assessments of \$5,000 or less, 10 years for assessments greater than \$5,000 but \$10,000 or less, and 15 years for assessments greater than \$10,000. In no case shall the assessment term exceed the expected useful life of the improvement.

E. City Owned Property

The City from time to time undertakes public improvement projects benefiting property within the City, and City-owned property is occasionally benefited by and may be

pecially assessed for such improvements. City property shall generally be determined the benefit as follows:

1. Property owned or used by a City utility operation shall be deemed to benefit in the same manner and to the same extent as a single-family residential property.
2. Park land shall be viewed on an individual basis; however, smaller neighborhood parks shall normally not be assessed; rather the costs spread throughout the benefiting district. Community or central parks should normally be assessed for benefit as single-family residential property.
3. Storm water holding areas shall not normally be deemed to be assessable.
4. Other categories of property shall be reviewed on an individual basis to determine benefit.

F. Property Excluded

Special assessments will not be levied against property lying within the boundaries of a delineated wetland or property dedicated for public right-of-way or easement prior to development of the property provided that right-of-way or easement was not used as a means to obtain density credits.

II. Public Improvement Assessment Policies

A. Sanitary Sewer

1. *Functional Classification.* For purposes of benefit determination, the following two functional classifications are adopted:
 - a. *Trunk.* Trunk sanitary sewers are those lines normally sized larger than eight inches which are required to be constructed to provide service to a sewer district or sub-district. These trunk lines are identified in the City's Sanitary Sewer Plan. The cost of trunk facilities is deemed to be a central system cost. Trunks may provide lateral benefit and where such benefit is determined the property will be so assessed. Trunks may be constructed in an alignment to develop lateral benefit which requires deeper pipe construction. In such instances, the Council shall consider the degree to which extra depths may be treated as a trunk versus a lateral cost.
 - b. *Laterals.* Lateral sanitary sewer lines in most residential zones (FRD, R-1 through R-3) are not larger than eight inches while other zoned areas may have lateral benefit up to 12 inches. Laterals are designed to be sized to collect the sewage from a project area for conveyance to a trunk facility.

2. *Central System Costs.* Central system costs are divided into the following two categories:

- a. *Connection Charge.* Sanitary Sewer Residential Equivalent Connection (REC) charges are established by the City to finance central system costs: sewer trunks, force mains and pumping stations, etc. These improvement costs are incurred before property can develop. REC charges for sanitary sewer service to dwelling units or other structures shall be made in accordance with Chapter 7 of the Plymouth City Code.
- b. *Area Charges* Sanitary sewer area assessments, to finance central system costs, shall be levied against all benefiting properties within an improvement district. Sanitary sewer and water area assessments will usually be levied at the same time.

Area and connection charges shall be reviewed and annually to determine whether current charges are projected to be adequate to cover the cost of infrastructure needed to serve future development.

3. *Lateral Assessments.* It is the policy of the City to assess fully the costs of all lateral sanitary sewers to a given project area. These costs shall include the costs associated with bringing the sanitary sewer to the property at a point and depth needed to serve not only the property in question, but adjacent parcels outside of the current project boundary if the line is to be extended in the future. It shall be the intent of the policy to insure that the most economical and effective sanitary sewage collection system can be constructed so as to meet the ultimate needs of the community at large. In all but high density (R-4) residential developments, lateral sanitary sewer special benefit shall be limited to pipe sizes no greater than eight inches in diameter, while in commercial and industrial zoned properties, including properties zoned high density residential (R-4), the special benefit shall be limited to a pipe no greater than twelve inches in diameter. Lateral assessment shall be calculated on a front footage or unit basis.

B. Water

1. *Functional Classification.* For purposes of benefit determination, the following two functional classifications are adopted:
 - a. *Trunk.* Trunk watermains are normally sized twelve inches or larger. These trunk lines are identified in the City's Water Supply and Distribution Plan. The cost of trunk facilities is deemed to be a central system cost. Trunks may provide lateral benefit and where such benefit is determined the property will be so assessed. There is no lateral benefit for FRD, R-1 and R-2 development unless a direct building connection is made to the trunk water main. It is further determined that there is lateral benefit from trunk water mains for all developments.

- b. *Lateral.* Lateral lines are normally not larger than eight inches in most residential zones (FRD, R-1 through R-2) and 12 inches in other zones. Laterals are designed to be sized to provide water in sufficient volumes and such pressure as required to serve a project area.
- 2. *Central System Costs.* Central system costs are divided into the following categories:
 - a. *Connection Charge.* Water Residential Equivalent Connection (REC) charges as established by the City to finance central system costs, representing trunk water mains, reservoirs, wells, pumping stations, treatment facilities, etc. These improvement costs are incurred before property can develop. REC charges for sanitary sewer service to dwelling units or other structures shall be made in accordance with Chapter 7 of the Plymouth City Code.
 - b. *Area Charges.* Water area assessments, to finance central system costs, shall normally be levied against all benefiting properties within an appropriate improvement district at the area assessment rate then currently in effect when water is available to the property.

Area and connection charges shall be reviewed and revised annually to determine whether current charges are projected to be adequate to cover the cost of infrastructure needed to serve future development.

- 3. *Lateral Assessments.* It is the policy of the City to assess fully the costs of all lateral water mains to a given project area. These costs shall include the costs associated with bringing the water main to the property at a point needed to serve not only the property in question, but adjacent parcels outside of the current project boundary if the line is to be extended in the future. It shall be the intent of the policy to insure that the most economical and effective water distribution system can be constructed so as to meet the ultimate needs of the community at large. In all but high density (R-3 and R-4) residential developments, lateral water main special benefit shall be limited to pipe sizes no greater than eight inches in diameter, while in commercial and industrial zones properties, including properties zoned in high density residential (R-3 and R-4) and schools, the special benefit shall be limited to a pipe no greater than 12 inches in diameter. Lateral assessment shall be calculated on a front footage or unit basis.

C. Storm Drainage

- 1. Storm drainage facilities, (pipes, ponds, wetlands, lakes, etc.) are designed to convey storm and other surface water so as to enhance the public health, safety and welfare. The benefits to the citizens of Plymouth from such facilities are numerous. They include, but are not limited to:

- a. Protection and preservation of wetlands, marshes and ponds for the enhancement of ground water recharging, filtration of pollutants, wildlife habitat, and general aesthetic beauty associated with such natural areas.
- b. Conveyance of surface water through piping systems to prevent flooding and damage to property.
- c. Establishment and maintenance of pond and lake levels to prevent flooding downstream in the watershed.
- d. Improvement of receiving water quality for lakes, wetlands and streams.
- e. Control of channel erosion and stream morphology.
- f. Protection of the physical and biological integrity of the stream and wetland corridors.
- g. Control bounce and duration of inundation of wetlands and preservation of the function and values for each type of wetland classification.

A comprehensive storm drainage system benefits all properties in a watershed. Projects undertaken within a watershed or major drainage district, which improvements are designed as “trunk” in the Surface water Management Plan, are deemed to be of general benefit to all of the property within the watershed or major drainage district. The Council shall determine whether or not trunk benefit is present in a project. If trunk benefit is present, the cost of that part of the project will be shared by all within the watershed or major drainage district in the following manner:

- a. *Ad valorem* taxes collected from property within the watershed.
- b. Special assessments levied on property within the watershed or major drainage district.

2. Storm Drainage Benefits.

For purpose of assessing storm drainage benefit, the following assessment ratio shall normally be used:

Land Use	Ratio
Commercial & Industrial Zones	2 — 1/2
High Density Residential (R-3 and R-4)	1 — 1/2
Low Density Residential (Other R Zones)	1

This policy is established on the basis of design run-off coefficients and City development policies which generally require retention and preservation of

natural water courses in residential areas and permits significant dislocation of these water retention areas and water courses in commercial and industrial areas.

D. Streets

1. This policy outlines the general street assessment policy which will be applicable for various street functional classifications and zoned for guided properties. The policy will assure property owners they are being treated in an equitable manner with respect to the special benefits their property receives from street improvements.
2. *Functional Classification.*
 - a. *Minor Arterials.* Minor arterials are roadways designed to provide for the through movement of traffic and are generally associated with the most intense land uses. Access to such arterials is generally limited to public streets. Arterials are normally designed to 10-ton standards with concrete curb and gutter and a width of 52 feet. Arterials may include medians and turning lanes.
 - b. *Major Collectors.* Major collectors are roadways designed to distribute traffic from major generators or from minor collectors to the arterial system. Access to major collectors shall be minimized, however, insuring the abutting parcels are properly served. Major collectors are designed to 10-ton standards with concrete curb and gutter and a width of up to 52 feet. Major collectors may include medians and turning lanes.
 - c. *Minor Collectors.* Minor collectors are roadways designed to distribute traffic from the major collectors and/or arterials to the local street system and vice versa. Lane access and local traffic movement within the various neighborhoods and areas are provided. Minor collectors are designed to 9-ton standards with concrete curb and gutter and width between 44 and 48 feet in commercial/industrial and higher density residential area, and to 7-ton standards and a width between 32 and 36 feet in residential zones.
 - d. *Local Streets.* Local streets are roadways designed to serve as access to abutting residential or industrial/commercial properties. The design shall discourage through traffic. Residential streets are designed to 7-ton standards and a width of 28 feet and commercial/industrial streets are designed to 9-ton standards and a width of up to 36 feet.
3. *Assessment Procedures* [*\(New Construction\)*](#)
 - a. *Low Density Residential (FRD, R-1 and R-2).* It is the normal City policy to fully assess the cost of residential street construction (28 feet wide, 7-ton design, concrete curb and gutter) to the above residential areas if the property has direct access to the street.

- b. *Higher Density Residential (R-3 and R-4) and Commercial/Industrial.* It is the normal City policy to fully assess the cost of all streets to the above residential, commercial and industrial areas if the property abuts the roadway.
- c. *Special Considerations.*
 - (1) Land uses allowed by conditional use permit other than PUD's in the FRD, R-1 and R-2 districts shall normally be presumed to receive a special benefit from roadway construction beyond that for the low density residential land uses.
 - (2) The general rule is to assess platted lots on a front footage/unit basis, ~~however, where curvilinear and/or cul-de-sac streets produce odd-shaped lots, consideration will be given to the "unit" assessment if the special benefit to the property in the district is essentially the same.~~
 - (3) In those cases where the project street benefits undeveloped homogeneous area, the Council may assess such project cost to the parcels on the basis of the relationship of the area of each parcel to the total area within the homogeneous area to be assessed.
 - (4) City participation in street construction costs shall not be considered unless the standards exceed 36 feet in width and/or 7-ton design (residential)/9-ton design (commercial/industrial).
 - (5) The following table indicates the normal assessment practices of the City based upon the guiding or zoning of the property proposed to be assessed:

MINOR ARTERIALS:

ZONED	FR	R-	R-	R-2	R-3	R-4	B1	B2	B3	I-1
GUIDED	LA1	LA1	LA1	LA	LA	LA4	L	CN/C	S	IP
ACCESS TO STREET										
Direct						X	X	X	X	X
Indirect	X	X	X	X	X	X	X	X	X	X
DESIGN STANDARD										
7-ton				X						
9-ton					X	X	X	X	X	X
Up to 36 ft.				X						
Up to 44 ft.					X	X				
Up to 52 ft.							X	X	X	X
Concrete Curb/Gutter	X	X	X	X	X	X	X	X	X	X

MAJOR COLLECTORS:

ZONED	FRD	R-	R-	R-2	R-3	R-4	B1	B2	B3	I-1
GUIDED	LA1	LA1	LA1	LA2	LA	LA4	L	CN/C	S	IP
ACCESS TO STREET										
Direct				X	X	X	X	X	X	X
Indirect	X	X	X	X	X	X	X	X	X	X
DESIGN STANDARD										
7-ton	X	X	X	X						
9-ton					X	X	X	X	X	X
Up to 36 ft.	X	X	X	X						
Up to 44 ft.					X	X				
Up to 52 ft.							X	X	X	X
Concrete Curb/Gutter	X	X	X	X	X	X	X	X	X	X

MINOR COLLECTORS AND LOCAL:

ZONED	FRD	R-1A	R-	R-2	R-3	R-4	B1	B2	B3	I-1
GUIDED	LA1	LA1	LA1	LA2	LA3	LA	L	CN/C	S	IP
ACCESS TO STREET										
Direct	X	X	X	X	X	X	X	X	X	X
Indirect	X	X	X	X	X	X	X	X	X	X
DESIGN STANDARD										
7-ton	X	X	X	X						
9-ton					X	X	X	X	X	X
Up to 36 ft.	X	X	X	X						
Up to 44 ft.					X	X				
Up to 52 ft.							X	X	X	X
Concrete Curb/Gutter	X	X	X	X	X	X	X	X	X	X

4. *Street Improvements*

The City Council has adopted a long-range plan providing for pavement-street rehabilitation, including complete reconstruction, full depth reclamation, and mill and overlay and edge mill and overlay, of all paved city streets. With the improvement of streets, as a result of reconstruction, full depth reclamation, or mill and overlay or edge mill and overlay, adjoining properties receive special benefit that results in the increase of the property's value. It is the policy of the City that this special benefit should be paid for by the property owner receiving the special benefit rather than the City as a whole. This is accomplished by specially assessing the benefited property as authorized by State Statute, Section 429. Maintenance overlays, which are generally performed by City personnel ~~personnel~~ and equipment; shall be and are generally limited to those roadways without curb and gutter and that are in such a condition that reconstruction may be warranted but not programmed in the 5-year ~~10-year~~ capital

improvement program, shall not be assessed. ~~Maintenance overlays shall not be assessed.~~ The following is the City of Plymouth's policy regarding special assessments to properties benefiting from street improvements.

- a. It is the policy of the City to specially assess abutting benefiting properties for street ~~reconstruction~~ improvement costs, but not in excess of the special benefit to the property. This policy applies to all streets that are public streets.
- b. The assessment amount for the reconstruction, full depth reclamation, and mill and overlay ~~or edge mill and overlay~~ of previously paved streets shall be determined annually by the City Council.

The assessment amount is based on the following:

- ~~(1)~~ ~~Benefited properties shall be assessed 40% of the actual project cost. For edge mill and overlay projects, the minimum assessed amount shall be \$1,000 per unit. In no case shall the total assessed amount exceed the actual project cost.~~
- ~~(2)~~ (1) Assessments for properties guided or zoned for single-family detached use shall be made on a per parcel (unit) basis for a local residential or residential low volume street design standard as provided for in Plymouth City Code and Engineering Guidelines. A property may be assessed for more than one unit in cases where the property could be reasonably further subdivided in accordance with current zoning and subdivision requirements. On an annual basis, the City will analyze anticipated project costs for the types of improvements to be constructed and associated benefits to single-family detached parcels and, based on that analysis, will recommend the unit rates to be assessed for each improvement type. On an annual basis, the City Council will amend the City Code as needed to establish the unit rate to be assessed for each improvement type, based upon special benefit. The unit rate utilized for single-family detached parcels on a project will be the rate that is in effect on the date the assessment roll is adopted.
- ~~(3)~~ (2) Assessments for properties guided or zoned for single-family attached use shall be made on a per parcel (unit) basis for a local residential or residential low volume street design standard as provided for in Plymouth City Code and Engineering Guidelines. ~~except that they shall be assessed for one-half (1/2) of a unit.~~ A property may be assessed for more than one unit in cases where the property could be reasonably further subdivided in accordance with current zoning and subdivision requirements. On an annual basis, the City will analyze anticipated project costs for the types of improvements to be constructed and associated benefits to single-family attached parcels

and, based on that analysis, will recommend the unit rates to be assessed for each improvement type. On an annual basis, the City Council will amend the City Code as needed to establish the unit rate to be assessed for each improvement type, based upon special benefit. The unit rate utilized for single-family attached parcels on a project will be the rate that is in effect on the date the assessment roll is adopted.

~~(4)~~(3) For properties guided or zoned for other than single family use, the City shall calculate equivalent units based on the guided or zoned use. The equivalent units may be based on front footage ~~or~~, area, a combination of the two, or another method depending upon the guided or zoned use and parcel configuration.

~~(5)~~(4) If a street is reconstructed to a design standard greater than the current design standard due to the guided or zoned uses, the additional cost to reconstruct the street shall be fully assessed to those properties. If the street is reconstructed to a design different than the current standard, the total cost shall be fully assessed to those properties if conditions warrant.

~~(6)~~(5) Properties abutting county roadways reconstructed to complete urban design and having reasonable access thereto shall be assessed in accordance with this policy. The assessments shall be used to defray the City's cost participation in the county improvement projects.

~~(7)~~(6) Properties or areas of property that have been determined to be unbuildable shall be excluded from assessments.

(7) Properties not abutting roadways ~~reconstructed to complete urban design improved by pavement rehabilitation~~ but whose primary public street access is from said roadway shall be assessed according to the provisions of this policy~~an amount equal to the special benefit received as determined by a certified real property appraiser.~~

(8) In no case shall the total assessed amount exceed the actual project cost.

~~(8)~~(9) The City Engineer may recommend deviations from this policy to the City Council for approval to address special situations that may arise.

E. Street Lighting

Street lighting costs shall include 100% of the cost to install the street lighting. The total cost shall be divided by the number of properties deriving benefit from said lighting to determine a per unit assessment.

F. Other Provisions

1. *Payment of Assessments and Deferrals*

- a. Partial Payments. Partial prepayments of assessments can be made in accordance with Chapter III of the Plymouth City Code (Ordinance 2005-06).
- b. Deferrals. Senior Citizens, Active Military, and Disabled People Special Assessments Deferrals in accordance with City policy. Other deferrals may be available as authorized by State Statute, Section 429 or other City policies.

Partial Payments

~~Partial prepayments of assessments can be made in accordance with Chapter III of the Plymouth City Code (Ordinance 2005-06).~~

Deferrals

~~Senior Citizens and Disabled People Special Assessments Deferrals in accordance with City policy (if you are at least 65 years of age or are disabled, you may qualify to have special assessments deferred). Other deferrals may be available as authorized by State Statute, Section 429 or other City policies.~~

2. Combined Parcel

- a. Where there is proposed a combination of parcels of record upon which separate special assessments have been levied, it shall be the policy of the City of Plymouth with respect to abatement of such special assessments as follows:
 - 1) In no case shall assessments for area charges or front foot lateral charges be adjusted.
 - 2) Residential Equivalent Charges formerly assessed may be abated by the City Council, on a case-by-case basis, on parcels that would be unsuitable for construction only at such time as said parcels are combined with others to create a suitable parcel.

3. Tax Forfeiture

- a. When a special assessment has been canceled due to tax forfeiture of the assessed property and the tax-forfeited land is subsequently returned to private ownership, the city has the right recover the canceled special assessment through reassessment, a new assessment or a service charge. In such situations, the city will not reinstate any special assessment with an outstanding balance of less than \$10,000.00. If the outstanding balance is equal to or greater than \$10,000.00, the city may follow appropriate procedures to collect the outstanding balance.

Resolution No. ~~2015-058XXX~~, ~~February 24, 2015~~October 28, 2025
(Supersedes Resolution No. 2015-058, February 24, 2015; No. 2011-033, January 25, 2011;
Resolution 2007-468, November 13, 2007; Resolution 2006-503, December 12, 2006; Resolution
2005-476, December 13, 2005; Resolution 2005-154, April 12, 2005; Resolution No. 98-6 January
7, 1998; Resolution 95-126, February 21, 1995; Resolution 89-154, March 6, 1989; Resolution 88-
381, June 27, 1988; Resolution 88-115, February 8, 1988, Resolution 87-132, February 23, 1987,
Resolution 85-237, April 1, 1985; Resolution 83-674, December 5, 1983; Resolution 82-615,
November 22, 1982; Resolution 81-803, November 23, 1981; Resolution 81-128, February 23,
1981; Resolution 80-475, July 21, 1980; Resolution 76-281, May 17, 1976; Resolution 75-624,
November 3, 1975; Resolution 73-342, August 20, 1973; Resolution 66-156, September 12, 1966)

Public Improvement Special Assessment

I. The Basis of Special Assessments

A. General

As a charter city, Plymouth has the authority to levy special assessments under the provisions of the State Local Improvement Code (MSA Chapter 429). Minnesota State Law, Chapter 429.011 to 429.111 and portions of 444 provides that a municipality shall have the power to make public improvements such as sanitary sewers, storm sewers, water source and distribution facilities, street improvements including grading, curb and gutter, surfacing, sidewalks, street lighting, recreational facilities, etc. The various procedures the municipality must follow, including reports, notices and public hearings, are well defined within the law.

The Statute further provides that the cost of any improvement may be assessed upon properties benefitted by the improvement based upon the benefits received, whether or not the property abuts on the improvement and whether or not any part of the cost of the improvement is paid from Municipal State Aid (MSA), the county-state aid funds or trunk highway funds. The law is not specific on how these benefits are to be measured or how the costs are to be apportioned, but rather makes it incumbent upon the municipality to determine, with assistance of an engineer or other qualified personnel, a fair and equitable method of cost sharing among the properties involved.

For the purposes of allocating costs for public improvement projects in the City of Plymouth, the City Council has defined two forms of benefit:

1. Special benefit
2. General benefit

Special Benefit. The general application of both law and court decisions holds that only properties that receive a special benefit from improvement projects may be specially assessed.

For example, public utilities brought to an area not served with sanitary sewer, water, road and

drainage result in the properties in question increasing in market value. Likewise, properties that do not directly abut a street improvement can be shown to benefit from that improvement if the street provides the only public access to those properties. Property may only be assessed to the extent the improvement causes the property to increase in market value.

General Benefit. The concept of general benefit holds that in some types of improvement

projects the community at large derives a benefit distinct from the special benefit derived by the properties within the project boundaries. For example, a major thoroughfare may be deemed to have a general benefit to the community at large, as well as the special benefit derived by the abutting property.

upon Special assessments are levied by the City Council on particular parcels of property based the special benefit those parcels derive from the improvement as determined by the City Council.

B. Total Project Cost; Amount Assessed

The total cost of a public improvement includes the following:

Construction cost plus engineering, administration, legal fees, assessment rolls, plus right-of-way costs (fee acquisition and/or easement costs including staff time) and temporary funding charges, plus other charges for services and contingencies, plus any assessable charges from other governmental agencies (i.e. Metropolitan Council Environmental Services, Hennepin County, State of Minnesota), plus any assessable costs previously incurred by the City.

As part of the special assessment process, the City Council must determine the amount of the project cost that will be assessed. The balance of the project cost is then paid by other contributing funds from the City (e.g., MSA, Trunk Utility, Water Resources, etc.) or outside governmental agencies. On street improvement projects (Section II.D.4), the City generally will assess no more than 40% of the total project cost to benefitted properties.

C. Assessment Interest Rate

The special assessment interest rate shall be established in the City Code, which is updated and approved annually by the City Council.

D. Term of Assessment

Assessments shall normally be levied for a period not to exceed five years for assessments of \$5,000 or less, 10 years for assessments greater than \$5,000 but \$10,000 or less, and 15 years for assessments greater than \$10,000. In no case shall the assessment term exceed the expected useful life of the improvement.

E. City Owned Property

The City from time to time undertakes public improvement projects benefiting property within the City, and City-owned property is occasionally benefitted by and may be specially assessed

for such improvements. City property shall generally be determined the benefit as follows:

1. Property owned or used by a City utility operation shall be deemed to benefit in the same manner and to the same extent as a single-family residential property.
2. Park land shall be viewed on an individual basis; however, smaller neighborhood parks shall normally not be assessed; rather the costs spread throughout the benefiting district. Community or central parks should normally be assessed for benefit as single-family residential property.
3. Storm water holding areas shall not normally be deemed to be assessable.
4. Other categories of property shall be reviewed on an individual basis to determine benefit.

F. Property Excluded

Special assessments will not be levied against property lying within the boundaries of a delineated wetland or property dedicated for public right-of-way or easement prior to development of the property provided that right-of-way or easement was not used as a means to obtain density credits.

II. Public Improvement Assessment Policies

A. Sanitary Sewer

1. *Functional Classification.* For purposes of benefit determination, the following two functional classifications are adopted:

- a. *Trunk.* Trunk sanitary sewers are those lines normally sized larger than eight inches which are required to be constructed to provide service to a sewer district or sub-district. These trunk lines are identified in the City's Sanitary Sewer Plan. The cost of trunk facilities is deemed to be a central system cost. Trunks may provide lateral benefit and where such benefit is determined the property will be so assessed. Trunks may be constructed in an alignment to develop lateral benefit which requires deeper pipe construction. In such instances, the Council shall consider the degree to which extra depths may be treated as a trunk versus a lateral cost.
- b. *Laterals.* Lateral sanitary sewer lines in most residential zones (FRD, R-1 through R-3) are not larger than eight inches while other zoned areas may have lateral

benefit up to 12 inches. Laterals are designed to be sized to collect the sewage from a project area for conveyance to a trunk facility.

2. *Central System Costs.* Central system costs are divided into the following two categories:
 - a. *Connection Charge.* Sanitary Sewer Residential Equivalent Connection (REC) charges are established by the City to finance central system costs: sewer trunks, force mains and pumping stations, etc. These improvement costs are incurred before property can develop. REC charges for sanitary sewer service to dwelling units or other structures shall be made in accordance with Chapter 7 of the Plymouth City Code.
 - b. *Area Charges* Sanitary sewer area assessments, to finance central system costs, shall be levied against all benefiting properties within an improvement district. Sanitary sewer and water area assessments will usually be levied at the same time.

Area and connection charges shall be reviewed and annually to determine whether current charges are projected to be adequate to cover the cost of infrastructure needed to serve future development.

3. *Lateral Assessments.* It is the policy of the City to assess fully the costs of all lateral sanitary sewers to a given project area. These costs shall include the costs associated with bringing the sanitary sewer to the property at a point and depth needed to serve not only the property in question, but adjacent parcels outside of the current project boundary if the line is to be extended in the future. It shall be the intent of the policy to insure that the most economical and effective sanitary sewage collection system can be constructed so as to meet the ultimate needs of the community at large. In all but high density (R-4) residential developments, lateral sanitary sewer special benefit shall be limited to pipe sizes no greater than eight inches in diameter, while in commercial and industrial zoned properties, including properties zoned high density residential (R-4), the special benefit shall be limited to a pipe no greater than twelve inches in diameter. Lateral assessment shall be calculated on a front footage or unit basis.

B. Water

1. *Functional Classification.* For purposes of benefit determination, the following two functional classifications are adopted:
 - a. *Trunk.* Trunk watermain are normally sized twelve inches or larger. These trunk lines are identified in the City's Water Supply and Distribution Plan. The cost of trunk facilities is deemed to be a central system cost. Trunks may provide lateral benefit and where such benefit is determined the property will be so assessed.

There is no lateral benefit for FRD, R-1 and R-2 development unless a direct building connection is made to the trunk water main. It is further determined that there is lateral benefit from trunk water mains for all developments.

- b. *Lateral.* Lateral lines are normally not larger than eight inches in most residential zones (FRD, R-1 through R-2) and 12 inches in other zones. Laterals are designed to be sized to provide water in sufficient volumes and such pressure as required to serve a project area.
 2. *Central System Costs.* Central system costs are divided into the following categories:
 - a. *Connection Charge.* Water Residential Equivalent Connection (REC) charges as established by the City to finance central system costs, representing trunk water mains, reservoirs, wells, pumping stations, treatment facilities, etc. These improvement costs are incurred before property can develop. REC charges for sanitary sewer service to dwelling units or other structures shall be made in accordance with Chapter 7 of the Plymouth City Code.
 - b. *Area Charges.* Water area assessments, to finance central system costs, shall normally be levied against all benefiting properties within an appropriate improvement district at the area assessment rate then currently in effect when water is available to the property.

Area and connection charges shall be reviewed and revised annually to determine whether current charges are projected to be adequate to cover the cost of infrastructure needed to serve future development.
 3. *Lateral Assessments.* It is the policy of the City to assess fully the costs of all lateral water mains to a given project area. These costs shall include the costs associated with bringing the water main to the property at a point needed to serve not only the property in question, but adjacent parcels outside of the current project boundary if the line is to be extended in the future. It shall be the intent of the policy to insure that the most economical and effective water distribution system can be constructed so as to meet the ultimate needs of the community at large. In all but high density (R-3 and R-4) residential developments, lateral water main special benefit shall be limited to pipe sizes no greater than eight inches in diameter, while in commercial and industrial zones properties, including properties zoned in high density residential (R-3 and R-4) and schools, the special benefit shall be limited to a pipe no greater than 12 inches in diameter. Lateral assessment shall be calculated on a front footage or unit basis.

C. Storm Drainage

1. Storm drainage facilities, (pipes, ponds, wetlands, lakes, etc.) are designed to convey storm and other surface water so as to enhance the public health, safety and welfare.

The benefits to the citizens of Plymouth from such facilities are numerous. They include, but are not limited to:

- a. Protection and preservation of wetlands, marshes and ponds for the enhancement of ground water recharging, filtration of pollutants, wildlife habitat, and general aesthetic beauty associated with such natural areas.
- b. Conveyance of surface water through piping systems to prevent flooding and damage to property.
- c. Establishment and maintenance of pond and lake levels to prevent flooding downstream in the watershed.
- d. Improvement of receiving water quality for lakes, wetlands and streams.
- e. Control of channel erosion and stream morphology.
- f. Protection of the physical and biological integrity of the stream and wetland corridors.
- g. Control bounce and duration of inundation of wetlands and preservation of the function and values for each type of wetland classification.

A comprehensive storm drainage system benefits all properties in a watershed. Projects undertaken within a watershed or major drainage district, which improvements are designed as “trunk” in the Surface water Management Plan, are deemed to be of general benefit to all of the property within the watershed or major drainage district. The Council shall determine whether or not trunk benefit is present in a project. If trunk benefit is present, the cost of that part of the project will be shared by all within the watershed or major drainage district in the following manner:

- a. *Ad valorem* taxes collected from property within the watershed.
- b. Special assessments levied on property within the watershed or major drainage district.

2. Storm Drainage Benefits.

For purpose of assessing storm drainage benefit, the following assessment ratio shall normally be used:

Land Use

Ratio

Commercial & Industrial Zones	2 — 1/2
High Density Residential (R-3 and R-4)	1 — 1/2
Low Density Residential (Other R Zones)	1

This policy is established on the basis of design run-off coefficients and City development policies which generally require retention and preservation of natural water courses in residential areas and permits significant dislocation of these water retention areas and water courses in commercial and industrial areas.

D. Streets

1. This policy outlines the general street assessment policy which will be applicable for various street functional classifications and zoned for guided properties. The policy will assure property owners they are being treated in an equitable manner with respect to the special benefits their property receives from street improvements.

2. *Functional Classification.*

a. *Minor Arterials.* Minor arterials are roadways designed to provide for the through movement of traffic and are generally associated with the most intense land uses. Access to such arterials is generally limited to public streets. Arterials are normally designed to 10-ton standards with concrete curb and gutter and a width of 52 feet. Arterials may include medians and turning lanes.

b. *Major Collectors.* Major collectors are roadways designed to distribute traffic from major generators or from minor collectors to the arterial system. Access to major collectors shall be minimized, however, insuring the abutting parcels are properly served. Major collectors are designed to 10-ton standards with concrete curb and gutter and a width of up to 52 feet. Major collectors may include medians and turning lanes.

c. *Minor Collectors.* Minor collectors are roadways designed to distribute traffic from the major collectors and/or arterials to the local street system and vice versa. Lane access and local traffic movement within the various neighborhoods and areas are provided. Minor collectors are designed to 9-ton standards with concrete curb and gutter and width between 44 and 48 feet in commercial/industrial and higher density residential area, and to 7-ton standards and a width between 32 and 36 feet in residential zones.

d. *Local Streets.* Local streets are roadways designed to serve as access to abutting residential or industrial/commercial properties. The design shall discourage

through traffic. Residential streets are designed to 7-ton standards and a width of 28 feet and commercial/industrial streets are designed to 9-ton standards and a width of up to 36 feet.

3. *Assessment Procedure (New Construction)*

- a. *Low Density Residential (FRD, R-1 and R-2).* It is the normal City policy to fully assess the cost of residential street construction (28 feet wide, 7-ton design, concrete curb and gutter) to the above residential areas if the property has direct access to the street.
- b. *Higher Density Residential (R-3 and R-4) and Commercial/Industrial.* It is the normal City policy to fully assess the cost of all streets to the above residential, commercial and industrial areas if the property abuts the roadway.
- c. *Special Considerations.*
 - (1) Land uses allowed by conditional use permit other than PUD's in the FRD, R-1 and R-2 districts shall normally be presumed to receive a special benefit from roadway construction beyond that for the low density residential land uses.
 - (2) The general rule is to assess platted lots on a unit basis.
 - (3) In those cases where the project street benefits undeveloped homogeneous area, the Council may assess such project cost to the parcels on the basis of the relationship of the area of each parcel to the total area within the homogeneous area to be assessed.
 - (4) City participation in street construction costs shall not be considered unless the standards exceed 36 feet in width and/or 7-ton design (residential)/9-ton design (commercial/industrial).
 - (5) The following table indicates the normal assessment practices of the City based upon the guiding or zoning of the property proposed to be assessed:

MINOR ARTERIALS:

ZONED	FR D	R- 1A	R- 1B	R-2	R-3	R-4	B1	B2	B3	I-1
GUIDED	LA1	LA1	LA1	LA 2	LA 3	LA4	L	CN/C C	S	IP
ACCESS TO STREET										
Direct						X	X	X	X	X
Indirect	X	X	X	X	X	X	X	X	X	X
DESIGN STANDARD										
7-ton				X						
9-ton					X	X	X	X	X	X
Up to 36 ft.				X						
Up to 44 ft.					X	X				
Up to 52 ft.							X	X	X	X
Concrete Curb/Gutter	X	X	X	X	X	X	X	X	X	X

MAJOR COLLECTORS:

ZONED	FRD	R-1A	R-1B	R-2	R-3	R-4	B1	B2	B3	I-1
GUIDED	LA1	LA1	LA1	LA2	LA3	LA4	L	CN/C C	S	IP
ACCESS TO STREET										
Direct				X	X	X	X	X	X	X
Indirect	X	X	X	X	X	X	X	X	X	X
DESIGN STANDARD										
7-ton	X	X	X	X						
9-ton					X	X	X	X	X	X
Up to 36 ft.	X	X	X	X						
Up to 44 ft.					X	X				
Up to 52 ft.							X	X	X	X
Concrete Curb/Gutter	X	X	X	X	X	X	X	X	X	X

MINOR COLLECTORS AND LOCAL:

ZONED	FRD	R-1A	R-1B	R-2	R-3	R-4	B1	B2	B3	I-1
GUIDED	LA1	LA1	LA1	LA2	LA3	LA4	L	CN/C C	S	IP
ACCESS TO STREET										
Direct	X	X	X	X	X	X	X	X	X	X
Indirect	X	X	X	X	X	X	X	X	X	X
DESIGN STANDARD										
7-ton	X	X	X	X						
9-ton					X	X	X	X	X	X
Up to 36 ft.	X	X	X	X						
Up to 44 ft.					X	X				
Up to 52 ft.							X	X	X	X
Concrete Curb/Gutter	X	X	X	X	X	X	X	X	X	X

4. *Street Improvements*

The City Council has adopted a long-range plan providing for street rehabilitation, including reconstruction, full depth reclamation, and mill and overlay, of all paved city streets. With the improvement of streets, as a result of reconstruction, full depth reclamation, or mill and overlay, adjoining properties receive special benefit that results in the increase of the property's value. It is the policy of the City that this special benefit should be paid for by the property owner receiving the special benefit rather than the City as a whole. This is accomplished by specially assessing the benefited property as authorized by State Statute, Section 429. Maintenance overlays, which are generally performed by City personnel and equipment and are generally limited to those roadways without curb and gutter and that are in such a condition that

reconstruction may be warranted but not programmed in the 10-year capital improvement program, shall not be assessed. The following is the City of Plymouth's policy regarding special assessments to properties benefiting from street improvements.

The following is the City of Plymouth's policy regarding special assessments to properties benefiting from street improvements

- a. It is the policy of the City to specially assess abutting benefiting properties for street improvement costs, but not in excess of the special benefit to the property. This policy applies to all streets that are public streets.
- b. The assessment amount for the reconstruction, full depth reclamation, and mill and overlay of previously paved streets shall be determined annually by the City Council.

The assessment amount is based on the following:

- (1) Assessments for properties guided or zoned for single-family detached use shall be made on a per parcel (unit) basis for a local residential or residential low volume street design standard as provided for in Plymouth City Code and Engineering Guidelines. A property may be assessed for more than one unit in cases where the property could be reasonably further subdivided in accordance with current zoning and subdivision requirements. On an annual basis, the City will analyze anticipated project costs for the types of improvements to be constructed and associated benefits to single-family detached parcels and, based on that analysis, will recommend the unit rates to be assessed for each improvement type. On an annual basis, the City Council will amend the City Code as needed to establish the unit rate to be assessed for each improvement type, based upon special benefit. The unit rate utilized for single-family detached parcels on a project will be the rate that is in effect on the date the assessment roll is adopted.
- (2) Assessments for properties guided or zoned for single-family attached use shall be made on a per parcel (unit) basis for a local residential or residential low volume street design standard as provided for in Plymouth City Code and Engineering Guidelines. A property may be assessed for more than one unit in cases where the property could be reasonably further subdivided in accordance with current zoning and subdivision requirements. On an annual basis, the City will analyze anticipated project costs for the types of improvements to be constructed and associated benefits to single-family attached parcels and, based on that analysis, will recommend the unit rates to be assessed for each improvement type. On an annual basis, the City Council will amend the City Code as needed to establish the unit rate to be

assessed for each improvement type, based upon special benefit. The unit rate utilized for single-family attached parcels on a project will be the rate that is in effect on the date the assessment roll is adopted.

- (3) For properties guided or zoned for other than single family use, the City shall calculate equivalent units based on the guided or zoned use. The equivalent units may be based on front footage, area, a combination of the two, or another method depending upon the guided or zoned use and parcel configuration.
- (4) If a street is reconstructed to a design standard greater than the current design standard due to the guided or zoned uses, the additional cost to reconstruct the street shall be fully assessed to those properties. If the street is reconstructed to a design different than the current standard, the total cost shall be fully assessed to those properties if conditions warrant.
- (5) Properties abutting county roadways reconstructed to complete urban design and having reasonable access thereto shall be assessed in accordance with this policy. The assessments shall be used to defray the City's cost participation in the county improvement projects.
- (6) Properties or areas of property that have been determined to be unbuildable shall be excluded from assessments.
- (7) Properties not abutting roadways improved by pavement rehabilitation but whose primary public street access is from said roadway shall be assessed according to the provisions of this policy.
- (8) In no case shall the total assessed amount exceed the actual project cost.
- (9) The City Engineer may recommend deviations from this policy to the City Council for approval to address special situations that may arise.

E. Street Lighting

Street lighting costs shall include 100% of the cost to install the street lighting. The total cost shall be divided by the number of properties deriving benefit from said lighting to determine a per unit assessment.

F. Other Provisions

1. *Payment of Assessments and Deferrals*

- a. *Partial Payments.* Partial prepayments of assessments can be made in accordance with Chapter III of the Plymouth City Code (Ordinance 2005-06).

- b. *Deferrals.* Senior Citizens, Active Military, and Disabled People Special Assessments Deferrals in accordance with City policy. Other deferrals may be available as authorized by State Statute, Section 429 or other City policies.
- 2. *Combined Parcel*
 - a. Where there is proposed a combination of parcels of record upon which separate special assessments have been levied, it shall be the policy of the City of Plymouth with respect to abatement of such special assessments as follows:
 - 1) In no case shall assessments for area charges or front foot lateral charges be adjusted.
 - 2) Residential Equivalent Charges formerly assessed may be abated by the City Council, on a case-by-case basis, on parcels that would be unsuitable for construction only at such time as said parcels are combined with others to create a suitable parcel.
- 3. *Tax Forfeiture*
 - a. When a special assessment has been canceled due to tax forfeiture of the assessed property and the tax-forfeited land is subsequently returned to private ownership, the city has the right recover the canceled special assessment through reassessment, a new assessment or a service charge. In such situations, the city will not reinstate any special assessment with an outstanding balance of less than \$10,000.00. If the outstanding balance is equal to or greater than \$10,000.00, the city may follow appropriate procedures to collect the outstanding balance.

Res. No. 2025-XXX, October 28, 2025

(Supersedes Res. No. 2015-058, February 24, 2015; No. 2011-033, January 25, 2011; Res. No. 2007-468, November 13, 2007; Res. No. 2006-503, December 12, 2006; Res. No. 2005-476, December 13, 2005; Res. No. 2005-154, April 12, 2005; Res. No. 98-6 January 7, 1998; Res. No. 95-126, February 21, 1995; Res. No. 89-154, March 6, 1989; Res. No. 88-381, June 27, 1988; Res. No. 88-115, February 8, 1988, Res. No. 87-132, February 23, 1987, Res. No. 85-237, April 1, 1985; Res. No. 83-674, December 5, 1983; Res. No. 82-615, November 22, 1982; Res. No. 81-803, November 23, 1981; Res. No. 81-128, February 23, 1981; Res. No. 80-475, July 21, 1980; Res. No. 76-281, May 17, 1976; Res. No. 75-624, November 3, 1975; Res. No. 73-342, August 20, 1973; Res. No. 66-156, September 12, 1966)



POLICY FOR SPECIAL ASSESSMENT DEFERMENT FOR HOMESTEAD PROPERTY OWNED BY SENIOR CITIZENS, ACTIVE MILITARY, AND DISABLED PEOPLEPEOPLE WITH DISABILITIES

The City of Plymouth will consider deferring special assessments on homestead property which would place a financial hardship on the owner if the owner is at least 65 years old, a member of the military ordered to active service, or retired due to a total and permanent disability. This policy is in accordance with Minnesota Statutes section 435.193-195.

A hardship will be deemed to exist under the following conditions:

I. Senior Citizen

- A. The property is the homestead of the owner.
- B. The owner is at least 65 years of age.
- ~~C. The owner has a household gross income of less than 50% of the median family income for Hennepin County in accordance with the US Department of Housing and Urban Development (HUD) Very Low-Income Limits (VLIL) in the year before the application for deferral is made. The income limit is based on the number of members in the household and will be updated annually based on HUD guidelines.
\$29,050 for a one-
person household in the year before the assessment installments for local improvements are to be certified to the County.

If more than one person lives in the household, the income limit will be increased as shown below:

<u>2 persons</u>	<u>\$ 33,200</u>
<u>3 persons</u>	<u>\$ 37,350</u>
<u>4 persons</u>	<u>\$ 41,450</u>
<u>5 persons</u>	<u>\$ 44,800</u>
<u>6 persons</u>	<u>\$ 48,100</u>

These income guidelines will be updated annually in accordance with the income guidelines for HUD eligibility.~~

C.

OR

II. Permanent and Total Disability

- A. The property is the homestead of the owner.
- B. The owner had a household gross income which meets the limit detailed in
 I-C above.

- C. The owner is retired due to a permanent and total disability which must include one of the following:
1. Certified as legally blind in both eyes.
 2. Loss of both arms at the shoulder.
 3. Loss of both legs so close to the hips that no effective artificial limbs can be used.
 4. Complete and permanent paralysis.
 5. Total and permanent loss of mental facilities.
 6. Any other injury which prevents the owner from working and earning an income that exceeds the limit set forth in I-C above.

OR

III. Active Military Persons

- A. The property is the homestead of the owner.
- B. The owner has a household gross income which meets the limit detailed in I-C above.
- C. The owner is a member of the Minnesota National Guard or other military reserves who is ordered into active military service, as defined in Minnesota Statute 190.05, subdivision 5b or 5c, as stated in the person's military orders.

III.IV. Administration of Deferment Program

- A. The City Council will review the income limit for this program when it reviews the income guidelines for the Housing and Redevelopment Home Improvement Grant Program. This review usually occurs in early August.
- ~~B.~~ Applications for this program are available from the City. An application for deferral may be submitted at any point during the term of the assessment and must be submitted annually for each year that a deferral is requested.
- B. Applications must be submitted before November 30October 31 in order to implement the deferment program for the following year.
- C. Applicants must supply the information required on the application and any supplementary documentation necessary to establish and verify the following:
1. The legal description and property identification number.
 2. The street address.
 3. That it is homestead property of one acre or less. The only exception is for those parcels that are five acres or less and

which may not be subdivided without additional public improvements.

4. The description of the improvement.
5. The home of the homestead owner-occupant.
6. For applications made under section I of this policy, tThat the owner-occupant is over 65 years old.
7. For applications made under section II of this policy, tThat the property owner retired because of permanent and total disability as defined in this policy.
8. For applications made under section III of this policy, that
tThe owner has been ordered into active military service.
- ~~8.9.~~ That paying the special assessment on the ordinary schedule constitutes a hardship as defined in this policy.

- D. Simple interest will accrue for the term of the assessment deferral on any principal of the special assessment which is deferred. After the term of the assessment expires, no more interest will accrue.
- E. The Finance Director will determine whether an applicant is eligible based upon this policy and state law.

State Statutes provide that the deferment is terminated and all accumulated amounts plus applicable interest become due upon any of the following events:

- The death of the owner (if the spouse is not otherwise eligible for the deferment);
 - The sale, transfer, or subdivision of any part of the property;
 - Loss of homestead status of the property; or,
 - Determination by the council that requiring immediate or partial payment would impose no hardship.
1. Occasionally an individual will exceed the income guidelines in a given year. If the individual has previously qualified under the income guidelines and has received the senior citizen deferral, the deferral will continue without interruption if the total annual income is not more ~~that~~than 150% of the income guidelines.
 2. If an individual exceeds the above income guideline test, the Finance Director shall request additional financial information to determine if a hardship continues to exist. The individual shall provide information on total assets.

~~The Finance Director will then request a determination by the City Council that requiring immediate or partial payment would impose no hardship.~~

~~F. —~~ F. — The maximum length of time that an assessment may be deferred under this policy is 30 years from the date of the original levy, at which point the assessment will become due, unless otherwise approved by the Finance Director and/or the City Engineer.

~~G. —~~ The Finance Director will maintain special assessment deferral records and will ~~annually~~ update the City Council on deferments approved under this policy as applicable.

~~G. — The City will establish a revolving fund to pay the deficiency in bond redemption installments arising from special assessment deferments. Accrued deferred installments of special assessments and interest at the time of termination of the deferment will be paid into this fund.~~

G.

Resolution No. ~~2000-540XXX~~, ~~November 14, 2000~~October 28, 2025
(Supersedes Resolution No. 2000-540, November 14, 2000; 94-523, September 12, 1994;
Resolution 93-669, October 18, 1993; Resolution 92-608, October 5, 1992; Resolution 91-
815, December 16, 1991; Resolution 90-620, September 24, 1990; Resolution 89-735,
November 6, 1989; Resolution 85-875, October 21, 1985; Resolution 83-675, December 5,
1983; Resolution 82-567, October 18, 1982; Resolution 81-521, August 17, 1981;
Resolution 80-862, November 17, 1980)

Policy for Special Assessment Deferment for Homestead Property Owned by Senior Citizens, Active Military, and People with Disabilities

The City of Plymouth will consider deferring special assessments on homestead property which would place a financial hardship on the owner if the owner is at least 65 years old, a member of the military ordered to active service, or retired due to a total and permanent disability. This policy is in accordance with Minnesota Statutes section 435.193-195.

A hardship will be deemed to exist under the following conditions:

I. Senior Citizen

- A. The property is the homestead of the owner.
- B. The owner is at least 65 years of age.
- C. The owner has a household gross income of less than 50% of the median family income for Hennepin County in accordance with the US Department of Housing and Urban Development (HUD) Very Low-Income Limits (VLIL) in the year before the application for deferral is made. The income limit is based on the number of members in the household and will be updated annually based on HUD guidelines.

OR

II. Permanent and Total Disability

- A. The property is the homestead of the owner.
- B. The owner had a household gross income which meets the limit detailed in I-C above.
- C. The owner is retired due to a permanent and total disability which must include one of the following:
 - 1. Certified as legally blind in both eyes.
 - 2. Loss of both arms at the shoulder.
 - 3. Loss of both legs so close to the hips that no effective artificial limbs can be used.
 - 4. Complete and permanent paralysis.

5. Total and permanent loss of mental facilities.
6. Any other injury which prevents the owner from working and earning an income that exceeds the limit set forth in I-C above.

OR

III. Active Military Persons

- A. The property is the homestead of the owner.
- B. The owner has a household gross income which meets the limit detailed in I-C above.
- C. The owner is a member of the Minnesota National Guard or other military reserves who is ordered into active military service, as defined in Minnesota Statute 190.05, subdivision 5b or 5c, as stated in the person's military orders.

IV. Administration of Deferral Program

- A. The City Council will review the income limit for this program when it reviews the income guidelines for the Housing and Redevelopment Home Improvement Grant Program. This review usually occurs in early August.
- B. Applications for this program are available from the City. An application for deferral may be submitted at any point during the term of the assessment and must be submitted annually for each year that a deferral is requested. Applications must be submitted before October 31 in order to implement the deferral program for the following year.
- C. Applicants must supply the information required on the application and any supplementary documentation necessary to establish and verify the following:
 1. The legal description and property identification number.
 2. The street address.
 3. That it is homestead property of one acre or less. The only exception is for those parcels that are five acres or less and which may not be subdivided without additional public improvements.
 4. The description of the improvement.
 5. The home of the homestead owner-occupant.
 6. For applications made under section I of this policy, that the owner-occupant is over 65 years old.

7. For applications made under section II of this policy, that the property owner retired because of permanent and total disability as defined in this policy.
 8. For applications made under section III of this policy, that the owner has been ordered into active military service.
 9. That paying the special assessment on the ordinary schedule constitutes a hardship as defined in this policy.
- D. Simple interest will accrue for the term of the deferral on any principal of the special assessment which is deferred.
- E. The Finance Director will determine whether an applicant is eligible based upon this policy and state law.

State Statutes provide that the deferment is terminated and all accumulated amounts plus applicable interest become due upon any of the following events:

- The death of the owner (if the spouse is not otherwise eligible for the deferment);
 - The sale, transfer, or subdivision of any part of the property;
 - Loss of homestead status of the property; or,
 - Determination by the council that requiring immediate or partial payment would impose no hardship.
1. Occasionally an individual will exceed the income guidelines in a given year. If the individual has previously qualified under the income guidelines and has received the senior citizen deferral, the deferral will continue without interruption if the total annual income is not more than 150% of the income guidelines.
 2. If an individual exceeds the above income guideline test, the Finance Director shall request additional financial information to determine if a hardship continues to exist. The individual shall provide information on total assets.

- F. The maximum length of time that an assessment may be deferred under this policy is 30 years from the date of the original levy, at which point the assessment will become due, unless otherwise approved by the Finance Director and/or the City Engineer.

- G. The Finance Director will maintain special assessment deferral records and will update the City Council on deferments approved under this policy as applicable.

Res. No. 2025-XXX, October 28, 2025

(Supersedes Res. No. 2000-540, November 14, 2000; 94-523, September 12, 1994; Res. No.93-669, October 18, 1993; Res. No. 92-608, October 5, 1992; Res. No. 91-815, December 16, 1991; Res. No. 90-620, September 24, 1990; Res. No. 89-735, November 6, 1989; Res. No. 85-875, October 21, 1985; Res. No. 83-675, December 5, 1983; Res. No. 82-567, October 18, 1982; Res. No. 81-521, August 17, 1981; Res. No. 80-862, November 17, 1980)

CITY OF PLYMOUTH

RESOLUTION No. 2025-274

RESOLUTION APPROVING REVISIONS TO PUBLIC IMPROVEMENT SPECIAL ASSESSMENT POLICY AND POLICY FOR SPECIAL ASSESSMENT DEFERMENT

WHEREAS, the city has a policy that assesses a portion of costs to benefitting property owners for street improvements, including reconstruction, full depth reclamation, and mill and overlay; and

WHEREAS, the city has a policy that provides for special assessment to be deferred that meet specified criteria; and

WHEREAS, these policies have been discussed at various city council work sessions in the recent past; and

WHEREAS, council has confirmed the city's approach on public improvement special assessments and provided feedback on targeted revisions to both policies; and

WHEREAS, the Public Improvement Special Assessment Policy and Policy for Special Assessment Deferment have been revised to address feedback on the policies.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that revisions to the Public Improvement Special Assessment Policy and Policy for Special Assessment Deferment are approved.

APPROVED by the City Council on this 28th day of October, 2025.

CITY OF PLYMOUTH
HENNEPIN COUNTY, MINNESOTA

ORDINANCE NO. 2025-11

ORDINANCE ESTABLISHING STREET IMPROVEMENT SPECIAL ASSESSMENT FEES

THE CITY OF PLYMOUTH ORDAINS:

Section 1. Chapter III, Administration of City Government of the Plymouth City Code is amended to add a new Section 330.02. Street Improvement Special Assessments as follows:

330.02. Street Improvement Special Assessments.

The amount of special assessment for street improvements under the city's Public Improvement Special Assessment Policy for undeveloped properties that are guided for single-family use and for developed properties that are zoned and developed for single family use are as follows:

Type of Improvement	Single Family Detached Assessment	Single Family Attached Assessment
Street Reconstruction	\$12,000.00	\$6,000.00
Full Depth Reclamation	\$4,250.00	\$2,125.00
Mill and Overlay	\$1,500.00	\$750.00

The interest rate for special assessments under the city's Public Improvement Special Assessment Policy shall be 3 percent.

Section 2. Effective Date. This Ordinance shall take effect immediately upon its passage and summary publication pursuant to Section 3.08 of the City Charter.

APPROVED by the City Council on this 28th day of October, 2025.

Jeffry Wosje, Mayor

ATTEST:

Jodi M. Gallup, City Clerk

CITY OF PLYMOUTH

RESOLUTION No. 2025-275

RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE No. 2025-11

Ordinance No. 2025-11 establishes Street Improvement Special Assessment Fees.

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 this 28th day of October, 2025.

To: Dave Callister, City Manager

Prepared by: Jennifer Tomlinson, Parks and Recreation Director

Reviewed by:

Item: **Approve agreement for professional services for final design of the Plymouth Creek Trail and Boardwalk**

1. Action Requested:

Approve agreement with SRF Consulting for Professional Services for final design of the Plymouth Creek Trail and Boardwalk.

2. Background:

The reimagination of City Center provides the opportunity to expand off-street connectivity for pedestrians and cyclists to and through the public facilities located within City Center. One critical link that is missing is an accessible off-street connection between the Plymouth Community Center and other city facilities, including the Hilde, the Plymouth Ice Center and Plymouth City Hall. SRF Consulting has provided a preliminary concept for connecting these facilities through installation of a boardwalk over the wetlands separating the two areas. The proposal outlines the cost of design, construction administration and bidding for the project. Construction documents are anticipated to be complete in early winter for project bidding in winter 25/26 in anticipation of construction in the spring of 26.

3. Budget Impact:

Total project costs are estimated to be 1.6 million and would be funded from surplus.

4. Attachments:

1. Presentation
2. Proposal
3. Concept
4. City Council Resolution 2025-276

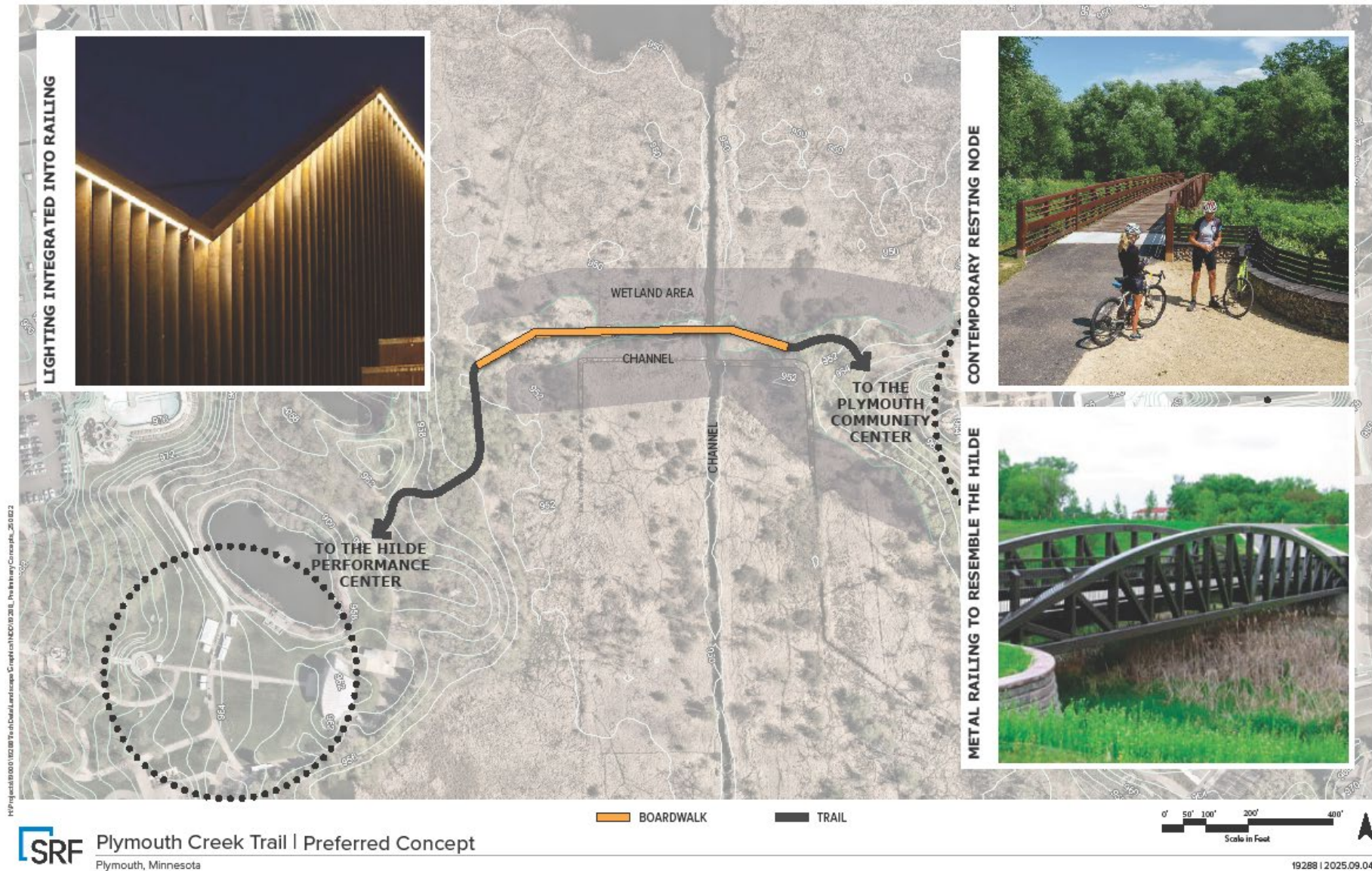


Plymouth Creek Boardwalk

Jennifer Tomlinson, Parks and Recreation Director



Preferred Concept



Boardwalk Details

- 740 Linear feet of boardwalk
- Vehicular rated for snow plowing for year-round use. We do not use salt in any trail plowing operations
- 111 helical piers-commonly used when soil conditions are unstable, durable lifespan lasting up to 150 years
- Timber boardwalk totaling 10,360 square feet, material from Oregon
- Total distance 1,590 feet (6 minute walk at 3 mph)

Justification

- 20+ special events throughout the year, anticipate high use and demand from May-October
- Currently a well used and not ADA accessible path for routine recreation
- The proposed PCC expansion isn't far enough along in design to calculate additional parking requirements. However, the amount of additional parking needed should be accommodated without a parking ramp
- Wayfinding will be including in the project

Parking Connectivity

Location	Standard	Accessible	Total
City Hall	203	8	211
Plymouth Community Center	439	12	451
Plymouth Ice Center	695	16	711
Plymouth Creek Playfield	219	11	239
34 th Ave	151		151
Plymouth Blvd	125		125
		TOTAL	1,888

Recommended action

- Approval of contract with SRF Consulting



October 16, 2025

Sonya Rippe
Project Supervisor
City of Plymouth
14900 23rd Avenue North
Plymouth, MN 55447
srippe@plymouthmn.gov

Subject: Proposal for Professional Services for Final Design of the Plymouth Creek Trail and Boardwalk
Plymouth, Minnesota

Dear Sonya Rippe:

Based on your request, SRF Consulting Group, Inc. ("SRF") is pleased to submit this Proposal to provide professional services for the final design, bidding assistance, and construction administration for the Plymouth Creek Trail and Boardwalk. We understand that the City of Plymouth would like to complete the design for this trail segment in the fall of 2025, so it can be out for bid in winter 2025/spring 2026 for construction to start in the early spring and summer of 2026. We further understand that this trail segment includes a trail connection between the Hilde Performing Arts Center and the Plymouth Community Center, across the Plymouth Creek Wetland, where the new trail will connect with an existing trail along the south side of Millennium Garden. The trail will include a boardwalk and lighting to allow an accessible pedestrian connection between the two venues.

Scope of Services

SRF proposes to carry out the work ("Scope of Services"), set forth in Attachment B, attached hereto and incorporated into this Agreement.

Assumptions

- Preliminary design services have already been completed, including a wetland delineation, site survey, and a geotechnical report. These will be used during the final design.
- The City of Plymouth will pay permitting costs.
- The project will be designed using AutoCAD software.

Schedule

SRF will complete this work within a mutually agreed-upon time schedule.

Basis of Payment/Budget

SRF proposes to be reimbursed for the Scope of Services on an hourly basis for the actual time expended. Other direct project expenses, such as printing, supplies, and reproduction, will be billed at cost. Mileage will be billed at the current allowable IRS rate for business miles. Any subconsultants will be paid on an hourly or a lump sum basis. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 35 days.

Based on SRF's understanding of the project and our Scope of Services, the estimated cost for this Proposal is \$116,429.00, in accordance with the Fee Estimate attached hereto as Attachment B and incorporated into this Agreement. (See Attachment B – Work Tasks and Fee Estimate for a breakdown of our services.)

Changes in Scope of Services

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before initiating any out-of-scope work, however, SRF will submit a budget request for the new work and will not begin work until you provide authorization.

Standard Terms and Conditions

The attached Standard Terms and Conditions (Attachment A), and Fee Estimate (Attachment B), together with this Proposal for professional services, constitute the entire agreement between you and SRF and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument executed by both parties.

Acceptance/Notice to Proceed

A signed copy of this Proposal, mailed or emailed to Stewart Crosby at the address on the first page of this document or at scrosby@srfconsulting.com, will serve as acceptance of this Proposal and SRF's notice to proceed.

We appreciate your consideration of this Proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF Consulting Group, Inc.



Stewart Crosby, PLA, ASLA
Senior Project Manager



Mike McGarvey, PLA, ASLA
Project Director

SC/MM/ajs

Attachment(s):

Attachment A – Standard Terms and Conditions

Attachment B – Work Tasks and Fee Estimate

Approved: City of Plymouth

(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

19799.PP Plymouth Creek Trail Final Design Proposal

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services and all Attachments constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by written amendment signed by both parties.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used in the profession practicing under similar circumstances. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's services.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. NO THIRD-PARTY BENEFICIARY

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty-five (35) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain the following types of coverage and limits throughout the term of this Agreement.

Workers' Compensation	Statutorily required amounts
Employer's Liability Insurance	Minimal Limits: \$100,000 Each Accident \$100,000 Each Employee by Disease \$100,000 Aggregate Disease
General Liability Insurance	Minimal Limits: \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate
Automobile Liability Insurance	Minimal Limits: \$1,000,000 combined single limit each occurrence covering owned, non-owned and hired automobiles.
Professional Liability Insurance	Minimal Limits: \$2,000,000 per Claim \$2,000,000 Annual Aggregate

6. INDEMNIFICATION AND ALLOCATION OF RISK

- a. To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and anyone for whom SRF is legally liable.
- b. To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless SRF, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by the CLIENT's negligent acts under this Agreement and anyone for whom the CLIENT is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

Upon full payment to SRF, all deliverables which were prepared by or authored by SRF pursuant to this Agreement are deemed to be "works made for hire" and shall automatically become the property of the Client. Any preexisting intellectual property shall remain the property of SRF. SRF grants the Client a perpetual, irrevocable, non-exclusive, royalty free license for SRF's preexisting intellectual property that are incorporated in the deliverables that are purchased by CLIENT. Reuse of any deliverables by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

10. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

11. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

12. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

13. SURVIVAL

All provisions of this Agreement regarding Ownership and Reuse of Documents, Indemnification and Allocation of Risk, and Dispute Resolution and Damages shall remain in effect after termination or expiration of this Agreement.

14. DISPUTE RESOLUTION AND DAMAGES

CLIENT and SRF agree to use their best efforts to resolve amicably any dispute. In the event that a dispute cannot be resolved, upon the joint concurrence of the parties to the selection of a mediator, the dispute will be submitted to mediation before, and as a condition precedent to, the initiation of any legal action. CLIENT and SRF agree to waive all incidental, indirect, consequential and special damages, including, but not limited to, loss of use, income, reputation, profits, revenue, business opportunity, or production.

15. CONTROLLING LAW

The laws of the state where the Project is located govern this Agreement. Legal proceedings, if any, shall be brought in a court of competent jurisdiction in the county where the Project is located.

16. SITE SAFETY

Except for the activities of SRF under this Agreement, SRF shall not at any time supervise, direct, or have control over any other work on the Project, nor shall SRF be responsible for the means, methods, techniques, schedules or procedures of construction selected for the Project or the safety precautions or programs incident to that work.

17. RECORDS

SRF shall establish and maintain accurate and complete books, accounts, records and reports pertaining to the Project and shall maintain said records for a period of six years from the date of final payment to SRF under this Agreement.

18. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture between the parties. For the purpose of this Agreement, the parties acknowledge that SRF and its employees and agents are independent contractors and not employees or agents of the CLIENT, including for state or federal tax purposes and related withholdings and unemployment.

19. ADDITIONAL TERMS AND CONDITIONS

SRF shall endeavor to perform all professional services under this Agreement in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations insofar as they relate to SRF's performance of the provisions of this Agreement.

SRF Consulting Group, Inc.

Client: City of Plymouth

Project: Plymouth Creek Trail Final Design

Work Tasks and Person-Hour Estimates



19799.PP

TASK NO.	TASK DESCRIPTION	PROF_VIII-VII	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	EST. FEE
1.0	Project Management											
1.1	Manage internal SRF project teams to ensure project is on schedule and within budget. Review monthly invoices.	4	8	-	-	-	-	-	-	-	12	\$2,992.00
	<u>SRF Deliverables:</u>											
	- Monthly invoices and status updates with earned value documentation; meeting minutes; records of phone conversations.											
	SUBTOTAL - TASK 1	4	8	0	0	0	0	0	0	0	12	\$2,992.00
2.0	Trail Design											
2.1	Develop preliminary civil trail plans.	-	2	-	12	-	24	-	24	-	62	\$9,924.00
	- Perform Gopher State One Call Utility Design Locate and incorporate existing utility information into the project basemap.											
	- Develop existing Digital Terrain Model based on topographic site survey data for use in design.											
	- Prepare planimetric basemaps showing surveyed existing utilities, existing topography features, and right of way.											
	- Develop preliminary trail typical sections, alignments, profiles, and geometry for selected improvements.											
	- Develop concept cross sections of sufficient detail to identify approximate construction limits.											
	- Prepare design development plans (50% plans) required for review by City of Plymouth and stakeholder agencies. Plan sheets to include the following:											
	- Title Sheet											
	- General Layout											
	- Estimated Quantities											
	- Tabulations											
	- Soils and Construction Notes											
	- Signing and Striping Details											
	- Typical Sections											
	- Staging and Traffic Control Plans											
	- Alignment Plan and Tabulations											
	- Existing Topography, In-place Utilities, and Removals											
	- Construction Plan and Profiles											
	- Turf Establishment and Erosion Control Plans											
	- Cross Sections											
2.2	Prepare preliminary cost estimate based on the 50% design development plans.	-	-	2	-	-	4	-	-	-	6	\$960.00
2.3	Coordinate City of Plymouth and stakeholder review of the 50% design development plans, and incorporate comments into the draft plans.	-	2	-	4	-	4	-	-	-	10	\$1,736.00
2.4	Prepare final documents (plans and specifications) necessary for construction of the trail. Plan sheets to include those in preliminary design, and additional structural and permitting sheets.	1	2	-	20	-	8	-	36	-	67	\$11,456.00
2.5	Prepare final construction estimate based on final plans.	-	-	2	-	-	4	-	-	-	6	\$960.00
	SUBTOTAL - TASK 2	1	6	4	36	0	44	0	60	0	151	\$25,036.00
3.0	Boardwalk Design											
3.1	Prepare preliminary plans for the Plymouth Creek Trail Boardwalk.	2	-	12	-	32	-	-	60	-	106	\$17,852.00

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Plymouth
Project: Plymouth Creek Trail Final Design



19799.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
3.2	Prepare final plans, special provisions and estimates for the Plymouth Creek Trail Boardwalk, meeting all State and Federal design standards. Provide a construction cost estimate for the boardwalk.	2	-	8	16	32	-	-	48	-	106	\$17,904.00
SUBTOTAL - TASK 3		4	0	20	16	64	0	0	108	0	212	\$35,756.00
4.0	Water Resource Engineering and Permitting											
	<u>Assumptions:</u>											
	- Bassett Creek Watershed Management Commission has a complete and FEMA approved hydraulic model suitable for use in the design.											
	- City of Plymouth is the Minnesota Wetland Conservation Act (WCA) Local Government Unit (LGU) for the project area.											
	- The proposed project will result in permanent impacts to wetlands.											
	- The construction of a boardwalk with two landings are assumed to result in permanent wetland impacts.											
	- Permanent wetland impacts will be mitigated through the purchase of wetland credits from a private mitigation bank.											
	- If private mitigation bank credits will be needed, SRF will assist City of Plymouth with locating adequate wetland replacement credits and obtaining a Purchase Agreement to be included with the WCA/USACE Joint Permit Application for proposed wetland impacts.											
	- Up to one pre-permitting meeting with wetland regulatory agencies will be held.											
	- If wetland replacement credits are required, City of Plymouth will complete the wetland credit purchase prior to project construction.											
	- SRF to submit DNR Natural Heritage Information System (NHIS) review request.											
4.1	Collect and evaluate all available data for the proposed trail and boardwalk necessary for the hydraulic analysis.	1	-	2	-	-	8	-	-	-	11	\$1,788.00
4.2	Refine stormwater management design and prepare 95% drainage plans, which will consist primarily of special details and Stormwater Pollution Prevention Plan. Assumes no new storm drain infrastructure will be constructed with the project and that drainage information will be included on the construction plans. Prepare 95% cost estimate and special provisions for water resources items.	1	-	4	-	-	12	-	-	-	17	\$2,748.00
4.3	Prepare Stormwater Pollution Prevention Plan (SWPPP) and NPDES permit.	1	-	2	-	-	6	-	-	-	9	\$1,514.00
4.4	Prepare and submit Bassett Creek Watershed Management Commission permit application.	-	-	4	-	-	6	-	-	-	10	\$1,646.00
4.5	Prepare and submit the DNR Public Waters Work Permit using the MNDNR Permitting and Reporting System (MPARS).	-	-	4	-	-	-	-	-	-	4	\$824.00
4.6	Prepare Hydraulic Memo, Risk Assessment, and 'No-Rise' Certification	1	-	2	-	-	4	-	-	-	7	\$1,240.00
4.7	Project coordination, gather design files, set up impact figures.	-	-	-	8	12	-	-	-	-	20	\$3,240.00
4.8	Prepare WCA/USACE Joint Permit Application.	-	-	-	9	20	-	-	-	-	29	\$4,620.00
	- Determine impacts											
	- Create/revise figures											
	- Part Three, project description, P&N, impact descriptions											
	- Attachment B, Exemption / No-Loss (if needed)											
	- Attachment C, Sequencing (if needed)											
	- Attachment D, Mitigation (if needed) & mitigation site coordination											
	- Attachment E, LGRWRP (if needed)											
	- Reviews & edits											
4.9	Agency Coordination.	-	-	-	4	6	-	-	-	-	10	\$1,620.00
	- TEP meeting and/or WCA LGU coordination (remote only)											

SRF Consulting Group, Inc.

Client: City of Plymouth
Project: Plymouth Creek Trail Final Design

Work Tasks and Person-Hour Estimates



19799.PP

TASK NO.	TASK DESCRIPTION	PROF_VIII-VII	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	EST. FEE
	- USACE coordination (remote only)											
	SUBTOTAL - TASK 4	4	0	18	21	38	36	0	0	0	117	\$19,240.00
5.0	Bidding Services											
5.1	Assist City in preparing the project for bidding through the online QuestCDN bidding site.	-	1	6	8	-	-	-	-	2	17	\$3,200.00
	- Prepare ad for bid and coordinate with local paper to run ad for three (3) weeks.											
	- Respond to bidder questions and prepare addendums as required.											
	- Facilitate online bid opening on Zoom via the QuestCDN website.											
	- Review bids for accuracy and prepare a recommendation for award.											
	SUBTOTAL - TASK 5	0	1	6	8	0	0	0	0	2	17	\$3,200.00
6.0	Trail Lighting											
6.1	Prepare design development plans and details (50% plans) for electrical and lighting for review by City of Plymouth Staff.	-	2	-	10	-	-	24	-	-	36	\$5,220.00
6.2	Prepare lighting and electrical construction documents (100% plans and specifications) necessary for construction of the project.	-	4	-	8	-	-	32	-	-	44	\$6,312.00
	SUBTOTAL - TASK 6	0	6	0	18	0	0	56	0	0	80	\$11,532.00
7.0	Construction Administration											
7.1	Conduct construction administration and periodic on-site construction observation, including the following (assumes eight (8) weeks of active, on-site construction).	-	12	-	-	36	-	-	60	-	108	\$18,228.00
	<u>SRF Deliverables:</u>											
	- Host preconstruction meeting with contractor and City staff.											
	- Review and approve shop drawings, samples and other submittals.											
	- Provide periodic construction observation and coordinate with contractor and City representatives.											
	- Coordinate and run weekly construction meetings with the contractor and City staff.											
	- Review pay requests and submit certificates for payment.											
	- Prepare change orders.											
	- Coordinate final inspection, prepare punch list and work with contractor to submit as-built drawings.											
	SUBTOTAL - TASK 7	0	12	0	0	36	0	0	60	0	108	\$18,228.00
	TOTAL ESTIMATED PERSON-HOURS	13	33	48	99	138	80	56	228	2	697	
	AVERAGE HOURLY BILLING RATE	\$280.00	\$234.00	\$206.00	\$180.00	\$150.00	\$137.00	\$123.00	\$167.00	\$145.00		
	ESTIMATED LABOR AND OVERHEAD	\$3,640.00	\$7,722.00	\$9,888.00	\$17,820.00	\$20,700.00	\$10,960.00	\$6,888.00	\$38,076.00	\$290.00		\$115,984.00
	SRF ESTIMATED DIRECT NON-SALARY EXPENSES											\$445.00
	SUBTOTAL: (SRF Labor and Expenses)											\$116,429.00
	TOTAL ESTIMATED FEE											\$116,429.00

SRF Consulting Group, Inc.

Client: City of Plymouth

Project: Plymouth Creek Trail Final Design

Work Tasks and Person-Hour Estimates



19799.PP

TASK NO.	TASK DESCRIPTION	PROF_VIII-VII	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	EST. FEE
SRF ESTIMATE OF DIRECT NON-SALARY EXPENSES:												
	MILEAGE:	Personal Vehicles		600	Miles @	\$0.700						\$420.00
	REPRODUCTION:	Copy Duplication		250	Copies @	\$0.10						\$25.00
											SRF EXPENSES:	\$445.00

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LIGHTING INTEGRATED INTO RAILING



CONTEMPORARY RESTING NODE



METAL RAILING TO RESEMBLE THE HILDE



TO THE HILDE
PERFORMANCE
CENTER

TO THE
PLYMOUTH
COMMUNITY
CENTER

BOARDWALK

TRAIL

0' 50' 100' 200' 400'
Scale in Feet



Plymouth Creek Trail | Preferred Concept
Plymouth, Minnesota

CITY OF PLYMOUTH

RESOLUTION No. 2025-276

RESOLUTION APPROVING AGREEMENT WITH SRF CONSULTING FOR PROFESSIONAL SERVICES FOR FINAL DESIGN OF THE PLYMOUTH CREEK TRAIL AND BOARDWALK

WHEREAS, the reimagination of City Center provides the opportunity to expand off-street connectivity for pedestrians and cyclists to and through the public facilities located within City Center; and

WHEREAS, one critical link that is missing is an accessible off-street connection between the Plymouth Community Center and other city facilities, including the Hilde, the Plymouth Ice Center and Plymouth City Hall; and

WHEREAS, pursuant to a request for proposal, SRF Consulting Group, Inc. has submitted a proposal for professional services for final design, bidding assistance, and construction administration for connecting these facilities through installation of a trail and boardwalk over the wetlands separating the two areas.

WHEREAS, staff recommends awarding the project to SRF Consulting Group, Inc.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the agreement with SRF Consulting is approved.

BE IT FUTHER RESOLVED that the project shall be funded from surplus funds.

APPROVED by the City Council on this 28th day of October, 2025.