

**CITY OF PLYMOUTH
AGENDA
Regular City Council
Council Chambers
3400 Plymouth Boulevard, Plymouth, MN
November 10, 2025, 7:00 PM**

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

1.1 Pledge of Allegiance (Scout Troop 3570)

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 Proclaim Native American Heritage Month
1. Proclamation

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 28 Special
2. October 28 Regular

6.2 Approve disbursements
1. Invoice Expense Distribution
2. City Council Resolution 2025-277

6.3 Adopt updated polling locations for elections
1. Polling Location Map
2. City Council Resolution 2025-278

6.4 Approve termination of Water Quality Pond Maintenance Agreement for Nanterre

1. Location Map
2. Agreement
3. City Council Resolution 2025-279

6.5 Adopt council listening session policy

1. Policy
2. City Council Resolution 2025-280

6.6 Approve Labor Agreements with Police Captain, Police Sergeant and Firefighter bargaining units

1. City Council Resolution 2025-281

7. PUBLIC HEARINGS

8. GENERAL BUSINESS

8.1 Approve Change Order No.1 for the Station 73 TRIP Project (ST230003)

1. Presentation
2. Change Order No. 1
3. City Council Resolution 2025-282

9. REPORTS AND STAFF RECOMMENDATIONS

10. ADJOURNMENT



To: Dave Callister, City Manager

Prepared by: Jodi Gallup, City Clerk

Reviewed by:

Item: **Pledge of Allegiance (Scout Troop 3570)**

1. Action Requested:

Scout Troop 3570 will lead the pledge of allegiance.

2. Background:

Not applicable.

3. Budget Impact:

Not applicable.

4. Attachments:



To: Dave Callister, City Manager

Prepared by: Jodi Gallup, City Clerk

Reviewed by:

Item: **Proclaim Native American Heritage Month**

1. Action Requested:

Proclaim Native American Heritage Month.

2. Background:

The Plymouth City Council may issue proclamations at city council meetings to highlight major local, national or international events that are culturally or historically significant.

3. Budget Impact:

Not applicable.

4. Attachments:

1. Proclamation



PROCLAMATION

WHEREAS, Native American Heritage Month is observed nationally in November, recognizing and honoring the histories, cultures, languages and contributions of Indigenous peoples—communities whose ancestors have lived on this land for millennia; and

WHEREAS, the Plymouth City Council may issue proclamations at city council meetings to highlight major local, national or international events that are culturally or historically significant; and

WHEREAS, the land on which the City of Plymouth is located lies within the ancestral, traditional and contemporary homelands of the Očhéthi Šakówiŋ (Sioux), including the Wahpekute and Mdewakanton Dakota peoples, and today is also home to members of the Ojibwe Nation and other Native communities who contribute to the life of our city today; and

WHEREAS, the signing of the treaties of Traverse des Sioux and Mendota in 1851 opened land located to the west of Haha Wakpa/Wakpa Tanka (the Mississippi River), ceding land to European immigrants who settled in what is now the City of Plymouth; and

WHEREAS, Native American individuals and communities have made essential contributions to Minnesota's history, culture, economy, sciences, arts, environment and civic life, and continue to shape our shared present and future; and

WHEREAS, the Plymouth community recognizes the importance of fostering equity, learning from Indigenous knowledge, and building respectful relationships with Native nations and peoples, including honoring their sovereignty, traditions, languages and cultural resilience; and

WHEREAS, the Plymouth community commits to promoting inclusive civic engagement, increasing public awareness of Indigenous histories and contemporary issues and encouraging all residents to participate in events, learning opportunities and partnerships that honor Indigenous voices and heritage.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Plymouth City Council proclaims November 2025 as

Native American Heritage Month

in the City of Plymouth and encourage all residents to recognize, celebrate and honor the history, culture and contributions of Native peoples in our city, state and nation.



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 28 Special
2. October 28 Regular

Proposed Minutes Special Council Meeting October 28, 2025

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

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

COUNCIL ABSENT: Councilmember Peterson.

STAFF PRESENT: Public Works Director Thompson, Deputy Police Chief Gilmore, Community and Economic Development Director Fernelius, Parks and Recreation Director Tomlinson, Fire Chief Coppa, Finance Director Rich, Communications Manager Kastner, Office Support Lead/Deputy City Clerk Gottschalk, and City Clerk/Administrative Coordinator Gallup.

Council Listening Session Policy

City Clerk/Administrative Coordinator Gallup provided an overview of the draft council listening session policy.

Council members asked questions, provided feedback and directed staff to bring the policy back for adoption at the next regular city council meeting.

Tobacco Licensing Ordinance

Office Support Lead/Deputy City Clerk Gottschalk presented policy considerations on if the city were to implement caps on exclusive tobacco shops and/or accessory tobacco retailers along with policy considerations on implementing buffer zones.

Council members asked questions, discussed pros and cons for each option, provided feedback and directed staff to conduct further analysis to be discussed at a future study session.

Set Future Study Sessions

The following topics were scheduled:

- Issue a Civic Pledge proclamation at the November 25 Regular Council meeting
- Discuss session options for a Braver Angels Workshop on December 9 at 5 p.m.
- Add tobacco licensing ordinance under pending study session topics

Adjournment

Mayor Wosje adjourned the meeting at 6:36 p.m.

Jodi M. Gallup, City Clerk/Administrative Coordinator

Proposed Minutes Regular City Council Meeting October 28, 2025

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

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

COUNCIL ABSENT: Councilmember Peterson.

STAFF PRESENT: Public Works Director Thompson, Deputy Police Chief Gilmore, Community and Economic Development Director Fernelius, Parks and Recreation Director Tomlinson, Finance Director Rich, Fire Chief Coppa, Deputy Public Works Director/City Engineer Payne, Communications Manager Kastner, Communications Specialist Midthun and Renslo-Nondorf, Communications Intern Rose, Environmental Stewardship Coordinator Anderson, City Attorney Mattick, and City Clerk/Administrative Coordinator Gallup.

Plymouth Forum

Scott Johnson suggested decreasing the neighborhood speed limit and cited concerns regarding the lack of ordinance enforcement.

Presentations and Public Information Announcements

(4.1) Present photo contest winners

Communications Manager Kastner presented the winners of the 2025 Picture Plymouth Photo Contest. She recognized first, second, and third place winners, and honorable mentions in a variety of categories.

(4.2) Present communications awards

Communications Manager Kastner presented the 2025 awards to the City's Communications Department.

(4.3) Recognize 2025 Plymouth Environmental Academy Attendees

Environmental Stewardship Coordinator Anderson recognized the attendees from the Plymouth Environmental Academy.

Approval of Agenda

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

Consent Agenda

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

- (6.1)** Council minutes from special and regular meeting of October 14, 2025.
- (6.2)** Resolution approving disbursements ending October 17, 2025 (Res2025-268).
- (6.3)** Variance request for a detached garage in the front yard at 2319 West Medicine Lake Drive (Sandcon Remodeling, Inc. - 2025055) (Res2025-269).
- (6.4)** Approve grant agreement with the Metropolitan Council for the Northwest Greenway Park & Ride (TRN25002) (Res2025-270).
- (6.5)** Approve agreement with Axon Enterprises for the replacement of the police department's electronic incapacitation devices program (Taser) (Res2025-271).
- (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) (Res2025-272).

With all members voting in favor, the motion carried

Public Hearings

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

Deputy Public Works Director/City Engineer Payne presented this item. He noted the requestors are looking for a vacation to better manage the ongoing maintenance of the hillslope and reduce erosion. City staff notified utility companies and adjacent property owners and found no objections.

Deputy Public Works Director/City Engineer Payne provided information on the properties and the process for vacation.

Mayor Wosje opened the public hearing.

Mayor Wosje closed the public hearing.

Motion was made by Councilmember Spoonheim, and seconded by Councilmember Aldrich, to adopt Resolution approving the vacation of right-of-way in Elmhurst Gateway (Res2025-273). With all members voting in favor, the motion carried.

General Business

(8.1) Review Public Improvement Special Assessment Policy

Deputy Public Works Director/City Engineer Payne presented this item. He provided background information on the previous special assessment policy and discussed the four options that were presented to city staff regarding the policy. Those options are as follows:

- maintaining the status quo
- targeted changes to current policy
- phasing out special assessments
- eliminating special assessments

City staff agreed, based on feedback, that the best option was to target changes to the current policy. Deputy Public Works Director/City Engineer Payne stated the changes will provide residents with predictability, advanced notice, changes to hardship situations, and a variety of methods to achieve the changes.

Deputy Public Works Director/City Engineer Payne briefly detailed the proposed special assessment changes. Those changes are as follows:

- Flat rate for single-family zoned properties
- 3% interest rate for all terms to be set in the City Code for 2026 projects, with the option of a rate change yearly if needed
- Waive canceled assessments due to tax forfeiture up to \$10,000
- Authorizes City Engineer to recommend policy deviations to City Council

Deputy Public Works Director/City Engineer Payne further described the proposed changes for the special assessment deferral policy. Those changes are as follows:

- Addition of active-duty military to the eligible hardship circumstances list, which aligned with state statute
- Policy clarifications
- Specifies a 30-year maximum deferral length
- Non-policy changes, such as changes to the city website regarding future assessments for transparency and predictability with residents

Deputy Public Works Director/City Engineer Payne stated that accrued interest on a deferral would be simple interest.

Motion was made by Councilmember Pointner, and seconded by Councilmember Gregor, to adopt Resolution approving revisions to Public Improvement Special Assessment Policy and Policy for Special Assessment Deferment (Res2025-274), Ordinance establishing street improvement special assessment fees (Ord2025-11), Resolution approving summary publication of Ordinance No. 2025-11 (Res2025-275). With all members voting in favor, the motion carried.

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

Parks and Recreation Director Tomlinson presented this item and noted it is outside the scope of the capital improvement plan. She stated the boardwalk would create a connection between the Plymouth Community Center and the Hilde Performing Arts Center through City Center.

Parks and Recreation Director Tomlinson noted the boardwalk installation would be ADA-compliant and increase parking options. She explained how the boardwalk will increase a variety of transportation options throughout the city. She described the details of the boardwalk and expressed concern about the uncertainty of lumber costs. She recommended approval with a plan to put this project out for bid this winter.

Parks and Recreation Director Tomlinson explained the lighting usage throughout the boardwalk and how that would increase the hours of use and safety measures.

Motion was made by Councilmember Gregor, and seconded by Councilmember Nelson, to adopt Resolution approving agreement with SRF Consulting for professional services for final design of the Plymouth Creek Trail and Boardwalk (Res2025-276). 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 8:02 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 2025-277

Invoice Expense Distribution for Period Ended 10/31/25 Council Meeting 11/10/25

FUND	100	General Fund	259,663.39
	200	Recreation Fund	51,057.31
	210	Parker's Lake Cemetery Maint	500.00
	215	Destination Marketing Org Fund	1,171.25
	220	Transit System Fund	449,177.64
	234	Economic Development Fund	0.00
	240	Lawful Gambling	0.00
	250	Comm Dev Block Grant Fund	28,849.08
	254	HRA Section 8 Fund	0.00
	254	HAP Check Summary	299,556.85
	258	HRA General Fund	2,110.95
	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	130,782.02
	401	Minnesota State Aid Fund	0.00
	404	Community Improvement	0.00
	405	Park Replacement Fund	92,362.24
	406	Street Reconstruction Fund	0.00
	407	Project Administration Fund	0.00
	408	Park Construction	0.00
	409	Capital Improvement Fund	0.00
	412	Water Sewer Replace	0.00
	413	Improvement Project Construction	2,353,984.31
	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	295.00
	437	CON - Fire Stations	0.00
	438	TIF 7-12-Prudential/Blvd	0.00
	500	Water Fund	420,803.65
	510	Water Resources Fund	15,529.87
	520	Sewer Fund	747,441.64
	530	Solid Waste Management Fund	17,769.03
	540	Ice Center Fund	16,587.19
	550	Field House Fund	8,985.90
	600	Central Equipment Fund	106,640.61
	610	Public Facilities Fund	97,382.88
	620	Information Technology Fund	27,435.49
	630	Risk Management Fund	14,717.90
	640	Employee Benefits Fund	5,977.13
	660	Resource Planning	0.00
	700	Parkers's Lake Cemetery	0.00
	800	Investment Trust Fund	0.00
	850	Plymouth Town Square	0.00
	851	Vicksburg Crossing	0.00

Total Invoice Expense Distribution:

5,148,781.33

CITY OF PLYMOUTH

RESOLUTION No. 2025-277

RESOLUTION APPROVING DISBURSEMENTS ENDING OCTOBER 31, 2025

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

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

US Bank – Check Register

General & Special Revenue	\$ 790,418.67
Construction & Debt Service	\$ 2,577,423.57
Enterprise & Internal Service	\$ 1,479,271.29
Housing Redevelopment	<u>\$ 2,110.95</u>
Check Register Total	\$ 4,849,224.48

US Bank – Housing Assistance Payments

Housing & Redevelopment Authority	<u>\$ 299,556.85</u>
	\$ 299,556.85
GRAND TOTAL FOR ALL FUNDS	\$ 5,148,781.33

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

EFT	62,244.02
Check (#179325-179742)	4,786,980.46
Total	\$ 4,849,224.48

APPROVED by the City Council on this 10th day of November, 2025.

To: Dave Callister, City Manager

Prepared by: Natalie Dorcy, Office Support Specialist

Reviewed by: Jodi Gallup, City Clerk

Item: **Adopt updated polling locations for elections**

1. Action Requested:

Adopt attached resolution approving approving polling locations for the City of Plymouth elections.

2. Background:

Per Minnesota Statute 204B.16, cities must designate by ordinance or resolution any changes to a polling place location by December 31 of each year. Additionally, polling places must be designated 90-days in advance of an upcoming election.

The City Council adopted Resolution 2023-296 designating the 2024 polling locations at the November 28 City Council meeting. After the 2024 elections, the city was notified by Plymouth Covenant Church that they could no longer be polling places for Plymouth effective 2026. This site has been a polling location for many years and previously served as Precincts 2 and 3.

With the recent news of the church discontinuing city rentals and the construction of a new church in the north-west part of Plymouth, staff recommends adopting an updated resolution designating three new polling locations. Precincts 1 and 2 will be designated to Eagle Brook Church, 6125 Maple Grove Parkway (previously Hamel VFW Post 5903 and Plymouth Covenant Church) and Precinct 3 to the Plymouth Library/Hennepin County, 15700 36th Avenue North (previously Plymouth Covenant Church).

These three changes will allow for the polling locations to be located in or within one mile of their respective precinct boundaries.

Registered voters with polling place changes will be notified of their new polling

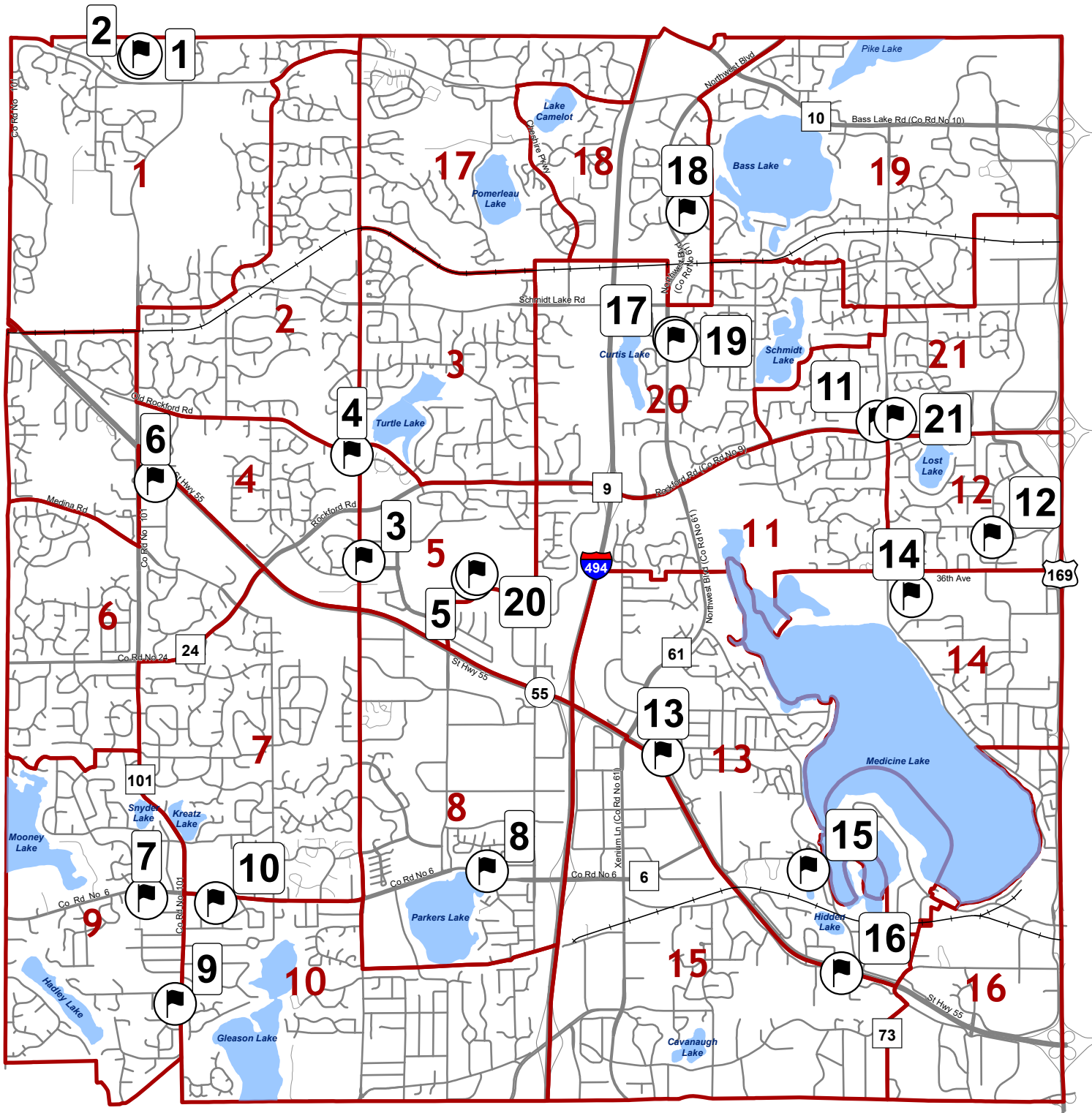
locations. Staff has attached a polling location map.

3. Budget Impact:

Facility fees are included in the 2026 budget.

4. Attachments:

1. Polling Location Map
2. City Council Resolution 2025-278



2026 Polling Locations



0 1 Miles

CITY OF PLYMOUTH

RESOLUTION No. 2025-278

RESOLUTION APPROVING POLLING LOCATIONS FOR THE CITY OF PLYMOUTH ELECTIONS

WHEREAS, per Minnesota Statute 204B.16, cities are required to approve any changes to polling locations by December 31 for the following year; and

WHEREAS, the polling locations for Precincts 1, 2 and 3 have been changed since the adoption of Resolution No. 2023-296 on November 28, 2023; and

WHEREAS, this resolution repeals and replaces Resolution No. 2023-296 approving polling locations for the city elections.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the following locations are approved as polling locations:

Ward 1	1	Eagle Brook Church	6125 Maple Grove Parkway
	2	Eagle Brook Church	6125 Maple Grove Parkway
	3	Plymouth Library/Hennepin County	15700 36th Avenue North
	4	Wayzata Public Schools Creekside Building	16000 41st Avenue North
	5	Plymouth Community Center	14800 34th Avenue North
Ward 2	6	Glory of Christ Lutheran Church	4040 County Road 101 North
	7	Messiah United Methodist Church	17805 County Road 6
	8	Parkers Lake Baptist Church	14720 County Road 6
	9	Westgate Church	705 County Road 101 North
	10	St. Philip the Deacon Lutheran Church	17205 County Road 6
Ward 3	11	Pilgrim United Methodist Church	4325 Zachary Lane North
	12	FAIR School at Pilgrim Lane	3725 Pilgrim Lane North
	13	Vision of Glory Lutheran Church	13200 Highway 55
	14	Armstrong Senior High School	10635 36th Avenue North
	15	West Medicine Lake Community Club	1705 Forestview Lane North
	16	Fourth Baptist Church	900 Forestview Lane North
Ward 4	17	Minneapolis Laestadian Lutheran Church	13030 47th Avenue North
	18	Bass Lake Park Building at Bass Lake Playfield	5450 Northwest Boulevard
	19	Minneapolis Laestadian Lutheran Church	13030 47th Avenue North
	20	Plymouth Community Center	14800 34th Avenue North
	21	Zachary Lane Elementary School	4350 Zachary Lane North

APPROVED by the City Council on this 10th day of November, 2025.

To: Dave Callister, City Manager

Prepared by: Ben Scharenbroich, Water Resources Supervisor

Reviewed by: Michael Thompson, Public Works Director

Item: **Approve termination of Water Quality Pond Maintenance Agreement for Nanterre**

1. Action Requested:

Adopt attached resolution approving termination of water quality pond maintenance agreement for the Nanterre development.

2. Background:

Water quality ponds constructed in the city since 1991 have been subject to a pond maintenance agreement between the city and property owners. The purpose of the agreement has been to ensure long-term maintenance of water quality ponds. On March 8, 2005, the City Council adopted the Plymouth Pond Maintenance Policy that established standards in which the city will consider taking over responsibility for pond maintenance if petitioned by affected property owners. The city has received a petition from Nanterre Homeowners Association to terminate the pond maintenance agreement with the city.

According to the policy, to terminate a water quality pond agreement, the petitioner must be obligated by the pond maintenance agreement to conduct maintenance. Once eligibility is established, staff determines that adequate drainage easements and access exists to the ponds to allow for future maintenance activities. An access inspection was made in October 2025 and there is sufficient access to each pond. As required in the policy, staff provided notification to property owners within 10 days prior to the November 10 Council meeting. All requirements of the policy have been met for adoption of the attached resolution.

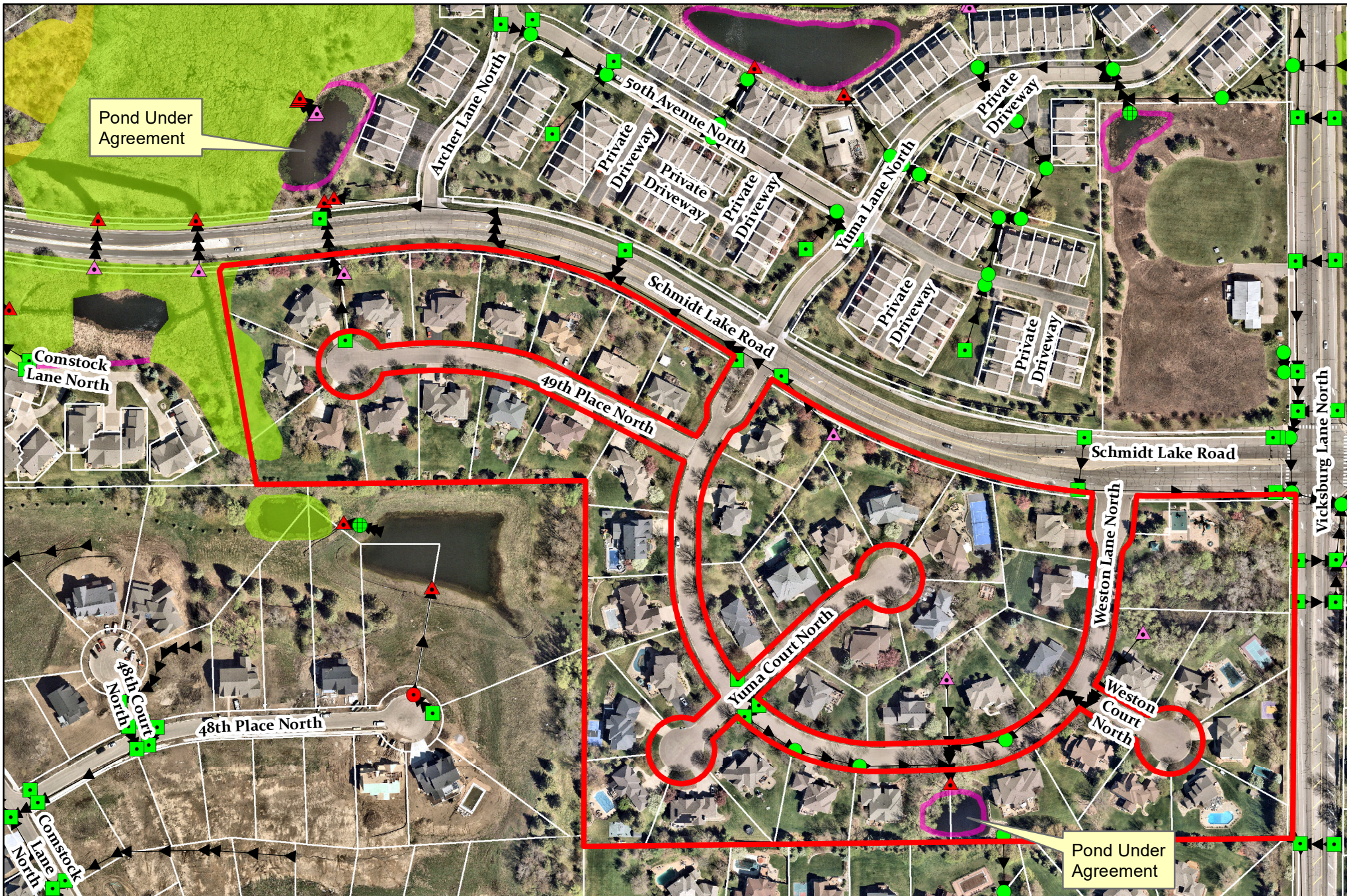
3. Budget Impact:

Budget impact for transferring maintenance responsibility to the city for water quality

ponds was considered when the Pond Maintenance Policy was adopted.

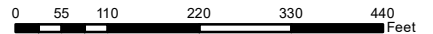
4. Attachments:

1. Location Map
2. Agreement
3. City Council Resolution 2025-279



Water Quality Ponds Nanterre

- Properties Under Agreement
- Water Quality Pond
- Wetland
- Wetland Mitigation



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

Doc. # 6539171
2-14-96

AGREEMENT

recorded 94093
by developer

THIS AGREEMENT made this 21st day of November 19 95 by and among the City of Plymouth, a Minnesota municipal corporation (hereinafter referred to as the "City") and, Weston Corporation, a Minnesota corporation with reference to the following facts and circumstances:

A. Weston Corporation is the fee owner of certain real property situated in the City of Plymouth, Hennepin County, Minnesota, legally described as follows:

<u>LOT</u>	<u>BLOCK</u>	<u>LOT</u>	<u>BLOCK</u>
1	1	1	2
2	1	2	2
3	1	3	2
4	1	4	2
5	1	5	2
6	1	6	2
7	1	7	2
8	1	8	2
9	1	9	2
10	1	10	2
11	1	11	2
12	1	12	2
13	1	13	2
14	1	14	2
15	1	15	2
16	1		
17	1		
18	1		
19	1		
20	1		
21	1		
22	1		
23	1		
24	1		
25	1		
26	1		
27	1		
28	1		
29	1		
30	1		

NANTERRE (94093)
(hereinafter referred to as the "Subject Property")

W-38

- B. As a condition of its approval of the development for the Subject Property, the City has required that the parties hereto enter into an agreement, which makes provision for the maintenance of two Water Quality Pond ("Water Quality Treatment Pond") to be constructed by Weston Corporation within the boundaries of the property outlined in paragraph "A" of said Agreement as the same are described and depicted in those certain construction plans drawn by Coffin and Gronberg, and approved by the City.
- C. The parties hereto desire to set forth their agreements with respect to the maintenance of the Storm Water Quality Ponds and the costs of such maintenance.

NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. For the purposes of this Agreement, maintenance of the Water Quality Treatment Ponds shall mean the annual inspection and certification by a professional engineer that the pond is functioning in accordance with the approved plans and, if necessary, the periodic dredging of the silt buildup in the Water Quality Treatment Ponds as necessary to maintain the Water Quality Treatment Capacity, as established for the Water Quality Treatment Pond in the construction plans and to maintain the proper operation of the treatment function of the Water Quality Treatment Pond.
2. Weston Corporation shall be solely responsible for the maintenance of the Water Quality Treatment Pond, and shall bear all costs of such maintenance. If Weston Corporation does not undertake the necessary maintenance within 30 days of notification by the City, the City may undertake such maintenance, but the costs reasonably incurred by the City for performing such maintenance shall be reimbursed to the City by the owner(s) of the Subject Property.
3. All costs which the City may incur in performing its maintenance responsibility under this Agreement shall be reimbursed to the City by the owners of the various lots contained within the Subject Property with such costs to be allocated among those lots on equal basis per lot.
4. Weston Corporation, as the owner of the lots in the Subject Property, for itself and respective successors and assigns, hereby waives any statutory right which it may have to contest any such assessment by the City of its maintenance costs on the basis of the benefit to its respective portions of the Subject Property.
5. Notwithstanding anything contained in this Agreement to the contrary, in the event the City shall establish a policy for maintenance by the City of Storm Water Quality Ponds located elsewhere in the City of Plymouth, Minnesota, under which policy the costs of such maintenance are to be paid either out of general City revenues or by collection of utility or service fees or charges, then any owner of any portion of the Subject Property shall be entitled to petition the City for the inclusion of the Water Quality treatment Ponds under such maintenance program, and the City shall consent to such request and thereupon authorize the termination of this Agreement. The recording of a certified copy of the Resolution of the City Council of the City which sets forth the consent and

authorization described in the foregoing sentence shall serve to terminate this Agreement, without further action on the part of any party hereto.

6. The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.

THIS INSTRUMENT DRAFTED BY

Daniel L. Faulkner, P.E.
City Engineer
City of Plymouth
3400 Plymouth Blvd.
Plymouth, MN 55447

WESTON CORPORATION.

CITY OF PLYMOUTH

By: Michael J. Leuer

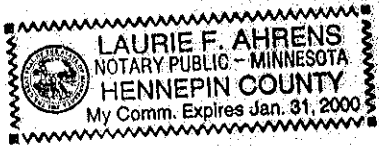
By: Joycelyn H. Tierney
Mayor

By: _____

By: Dwight D. Johnson
City Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

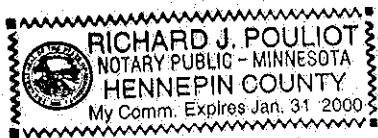
The foregoing instrument was executed and acknowledged before me on this 21st day of November 1995, by Joycelyn H. Tierney and Dwight D. Johnson Mayor and City Manager, respectively, of the City of Plymouth, a Minnesota municipal corporation.



Laurie F. Ahrens
Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing was acknowledge before me this 21st day of November, 1995, by MICHAEL J. LEUER, the Vice President of Weston Corporation, a corporation under the laws of Minnesota, on behalf of the CORPORATION.



Richard J. Pouliot
Notary Public

AGREEMENT

THIS AGREEMENT made this 1st day of December, 1995, by and among the City of Plymouth, a Minnesota Municipal corporation (hereinafter "City") and Weston Corporation, a Minnesota corporation with reference to the following facts and circumstances:

A. Weston Corporation is the fee owner of certain real property (hereinafter "Subject Property") situated in the City of Plymouth, Hennepin County, Minnesota, legally described as follows:

Lots 1 through 30, Block 1, Nanterre;

Lots 1 through 15, Block 2, Nanterre.

B. As a condition of its approval of the development for the Subject Property, the City has required that the parties hereto enter into an agreement which makes provision for the maintenance of two Water Quality Ponds (hereinafter "Ponds") to be constructed by Weston Corporation within the boundaries of the property outlined in paragraph "A" of said Agreement as the same are described and depicted in those certain construction plans drawn by Coffin and Gronberg and approved by the City.

C. The parties hereto desire to set forth their agreements with respect to the maintenance of the Storm Water Quality Ponds and the costs of such maintenance.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances; and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. For the purposes of this Agreement, maintenance of the

TH 3795837
NORTH STAR TITLE
BOX 70

Ponds shall mean the annual inspection and certification by a professional engineer that the ponds are functioning in accordance with the approved plans, and, if necessary, the periodic dredging of the silt buildup in the Ponds as necessary to maintain the ponds' capacity, as established for the Ponds in the construction plans and to maintain the proper operation of the treatment function of the Ponds.

2. Weston Corporation, its successors and assigns, shall be solely responsible for the maintenance of the Ponds and shall bear all costs of such maintenance. If Weston Corporation, its successors and assigns, does not undertake the necessary maintenance within 30 days of notification by the City, the City may undertake such maintenance, but the costs reasonably incurred by the City for performing such maintenance shall be reimbursed to the City by the owner(s) of the Subject Property.

3. All costs which the City may incur in performing its maintenance responsibility under this Agreement shall be reimbursed to the City by the owner(s) of the various lots contained within the Subject Property with such costs to be allocated among those lots on equal basis per lot.

4. Weston Corporation, as the owner of the lots in the Subject Property, for itself and respective successors and assigns, hereby waives any statutory right which it may have to contest any such assessment by the City of its maintenance costs on the basis of the benefit to its respective portions of the Subject Property.

5. Notwithstanding anything contained in this Agreement to the contrary, in the event the City shall establish a policy for

maintenance by the City of Storm Water Quality Ponds located elsewhere in the City of Plymouth, Minnesota, under which policy the costs of such maintenance are to be paid either out of general City revenues or by collection of utility or service fees or charges, then any owner of any portion of the Subject Property shall be entitled to petition the City for the inclusion of the Ponds under such maintenance program, and the City shall consent to such request and thereupon authorize the termination of this Agreement. The recording of a certified copy of the Resolution of the City Council of the City which sets forth the consent and authorization described in the foregoing sentence shall serve to terminate this Agreement without further action on the part of any party hereto.

6. The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.

CITY OF PLYMOUTH

By: *Stephen W. Tierney*

Mayor

By: *Dwight D. Johnson*

City Manager

WESTON CORPORATION

By: *Michael J. Leuer*

Its Vice President,
Michael J. Leuer

STATE OF MINNESOTA)
(ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this 12th day of February, 1996, by Joycelyn H. Tierney and Dwight D. Johnson, Mayor and City Manager, respectively, of the City of Plymouth, a Minnesota Municipal Corporation.



Laurie F. Ahrens
Notary Public

STATE OF MINNESOTA)
(ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this 8th day of February, 1996, by Michael J. Leuer, Vice President of Weston Corporation, a Minnesota Corporation, on behalf of the corporation.

Mark Schultz
Notary Public



THIS INSTRUMENT DRAFTED BY:

Robert R. Roos
Attorney at Law
527 Marquette Ave. #1800
Minneapolis, MN 55402

1996 AND PRIOR TAXES PAID
TAXPAYER SERVICES
TRANSFER ENTERED

612-349-64461

FEB 17 1996

[Signature]
HENNEPIN COUNTY MINN.
DEPUTY

CONSENT AND JOINDER

NEDEGAARD CONSTRUCTION COMPANY, INC., a Minnesota corporation, is the record owner of the real property described in the Agreement dated December 1, 1995 between the City of Plymouth and Weston Corporation pursuant to Certificate of Title Numbers 834446 and 834749.

In its sole capacity of owner, NEDEGAARD CONSTRUCTION COMPANY, INC., hereby consents to and joins in the foregoing Agreement and hereby declares that said real property hereby is and shall be held, transferred, sold, conveyed and occupied, subject to the covenants and restrictions set forth therein, which covenants and restrictions shall run with the real property and be binding on all parties having any right, title or interest in the properties described herein or any part thereof, their heirs, successors and assigns. However, said consent and joinder is hereby made solely for the purpose of burdening and subjecting said real property with the covenants and restrictions set forth therein and by consenting and joining in said Agreement, NEDEGAARD CONSTRUCTION COMPANY, INC. shall not and does not in any manner constitute itself or obligate itself as Declarant nor does such consent and joinder in any way or manner modify or amend the terms and conditions of any of the documents executed and delivered in conjunction with and in accordance with the above described transfers of title.

In witness whereof, NEDEGAARD CONSTRUCTION COMPANY, INC. has caused this Consent and Joinder to be executed on the 16 day of February, 1996.

NEDEGAARD CONSTRUCTION COMPANY, INC.

BY: Bruce A. Nedegaard
ITS: Pres.



STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

ss.

The foregoing instrument was acknowledged before me this 16 day of February, 1996 by Bruce A. Nedegaard, the President of NEDEGAARD CONSTRUCTION COMPANY, INC., a Minnesota corporation, on behalf of the corporation.



Ann S. Hoffmeyer
Notary Public



REGISTERED VOL 796 PAGE 83446
REGISTERED VOL 2791 PAGE 834419
REGISTERED VOL 2799 PAGE 835135

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REGISTERED VOL 2787 PAGE 831689 ✓
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OFFICE OF THE REGISTRAR
OF TITLES
HENNEPIN COUNTY, MINNESOTA
CERTIFIED FILED ON

APR 1 - 1996
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R. Lynn Carlson
BY: ELIUDINA DEPUTY REGISTRAR OF TITLES

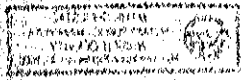
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OFFICE OF COUNTY RECEIPTS
HENRIETTA, MICHIGAN

CERTIFIED TRUE AND CORRECT
FEBRUARY 1996

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6539171

STEFAN C. ... CO. RECORDER

DEPUTY

Handwritten signature: Stefan C. ...

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AGREEMENT

THIS AGREEMENT made this 1st day of December, 1995, by and among the City of Plymouth, a Minnesota Municipal corporation (hereinafter "City") and Weston Corporation, a Minnesota corporation with reference to the following facts and circumstances:

A. Weston Corporation is the fee owner of certain real property (hereinafter "Subject Property") situated in the City of Plymouth, Hennepin County, Minnesota, legally described as follows:

Lots 1 through 30, Block 1, Nanterre;

Lots 1 through 15, Block 2, Nanterre.

B. As a condition of its approval of the development for the Subject Property, the City has required that the parties hereto enter into an agreement which makes provision for the maintenance of two Water Quality Ponds (hereinafter "Ponds") to be constructed by Weston Corporation within the boundaries of the property outlined in paragraph "A" of said Agreement as the same are described and depicted in those certain construction plans drawn by Coffin and Gronberg and approved by the City.

C. The parties hereto desire to set forth their agreements with respect to the maintenance of the Storm Water Quality Ponds and the costs of such maintenance.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. For the purposes of this Agreement, maintenance of the

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NORTH STAR TITLE
BOX 70

Ponds shall mean the annual inspection and certification by a professional engineer that the ponds are functioning in accordance with the approved plans, and, if necessary, the periodic dredging of the silt buildup in the Ponds as necessary to maintain the ponds' capacity, as established for the Ponds in the construction plans and to maintain the proper operation of the treatment function of the Ponds.

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3. All costs which the City may incur in performing its maintenance responsibility under this Agreement shall be reimbursed to the City by the owner(s) of the various lots contained within the Subject Property with such costs to be allocated among those lots on equal basis per lot.

4. Weston Corporation, as the owner of the lots in the Subject Property, for itself and respective successors and assigns, hereby waives any statutory right which it may have to contest any such assessment by the City of its maintenance costs on the basis of the benefit to its respective portions of the Subject Property.

5. Notwithstanding anything contained in this Agreement to the contrary, in the event the City shall establish a policy for

maintenance by the City of Storm Water Quality Ponds located elsewhere in the City of Plymouth, Minnesota, under which policy the costs of such maintenance are to be paid either out of general City revenues or by collection of utility or service fees or charges, then any owner of any portion of the Subject Property shall be entitled to petition the City for the inclusion of the Ponds under such maintenance program, and the City shall consent to such request and thereupon authorize the termination of this Agreement. The recording of a certified copy of the Resolution of the City Council of the City which sets forth the consent and authorization described in the foregoing sentence shall serve to terminate this Agreement without further action on the part of any party hereto.

6. The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.

CITY OF PLYMOUTH

By:

Suzanne H. Tierney
Mayor

By:

Daigbt W. Johnson
City Manager

WESTON CORPORATION

By:

Michael J. Leuer
Its Vice President,
Michael J. Leuer

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OFFICE OF CLERK
HENRICH COUNTY, TEXAS

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CO. RECORDER

[Signature]
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CITY OF PLYMOUTH

RESOLUTION No. 2025-279

RESOLUTION TERMINATING WATER QUALITY POND MAINTENANCE AGREEMENT FOR NANTERRE

WHEREAS, a petition has been received from the Nanterre Homeowners Association to terminate the Agreement, dated November 21, 1995 and recorded on February 14, 1996 as Document Number 6539171 in the office of County Recorder of Hennepin County; and

WHEREAS, the petition has gone through the review process established by the Plymouth Pond Maintenance Policy; and

WHEREAS, the Engineering Department has determined that the petition is eligible and meets all the necessary requirements of the Plymouth Pond Maintenance Policy.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the petition to terminate the Water Quality Treatment Pond Agreement for Nanterre is hereby granted and the water quality treatment pond agreement for Nanterre is terminated.

APPROVED by the City Council on this 10th day of November, 2025.

To: Dave Callister, City Manager

Prepared by: Jodi Gallup, City Clerk

Reviewed by:

Item: **Adopt council listening session policy**

1. Action Requested:

Adopt resolution approving council listening session policy.

2. Background:

At the August 12 study session, council requested that staff develop guidelines to support individual listening sessions. The draft policy was reviewed at the October 28 study session, where council provided feedback and directed staff to prepare the policy for adoption at the November 10 meeting.

The policy establishes a framework to ensure these sessions are productive, accessible, and consistent with city practices. It provides guidelines for scheduling and promotion, expectations for conduct, roles of council and staff, compliance with the Open Meeting Law, and how resident input should be directed and reported back.

3. Budget Impact:

Not applicable.

4. Attachments:

1. Policy
2. City Council Resolution 2025-280

Policy for Council Member Listening Sessions

The city encourages open communication between elected officials and the public. To ensure listening sessions are productive, accessible, and consistent with city practices, the following guidelines apply:

1. Purpose

- Listening sessions provide an opportunity for residents to share feedback, ask questions, and engage with council members in an informal setting.
- These sessions are intended for information-gathering and dialogue, not for political campaigning, endorsement of political topics or candidates, or self-promotion.

2. Advance Notice & Scheduling

- Council members must provide notice at least six (6) weeks in advance to the City Clerk before hosting a listening session if public promotion is requested. This advance notice allows the city adequate time to consolidate all individual council members' listening sessions into a cohesive schedule, coordinate one monthly public notification and avoid scheduling conflicts.
- Council listening sessions should not overlap with city meetings and federal holidays. Council members are encouraged to avoid scheduling conflicts with religious observations and other community events.

3. Locations

- Listening sessions must be held at locations that are open and accessible to the public.
- Council members are responsible for selecting the location and ensuring it is suitable for public access and participation.
- If using a private business or community space, council members are responsible for obtaining advance permission from the property owner or manager.
- City facilities may be reserved at no cost, subject to availability and applicable meeting room policies.

4. Public Notification

- The city will notify the public of listening sessions through select city communications channels, including listing events on the official meeting calendar, listing events on the city website calendar, publishing up to one monthly website news post, creating events/posting up to one monthly notice on social media and sending up to one monthly eNotify email to subscribers.

- To remain equitable to all council members, the city will use a standard graphic template that includes the respective council member's official portrait to accompany public notifications, as applicable.
- To avoid the perception that the city is promoting candidates running for public office, the city will not promote or host listening sessions for council members whose seats will appear on the ballot once any of the following conditions have been met:
 - Upon announcing intent or filing to run for office.
 - Upon attending a precinct caucus to seek party endorsement.
 - During the official campaign period, which begins 46 days prior to the State Primary Election (when candidates are permitted to begin displaying campaign signs) and runs through Election Day.
 - During any special election campaign period that impacts the City of Plymouth.
- Council members may hold private or campaign-related events during this time, but they will not be promoted, staffed, or supported by the city.

5. Roles & Responsibilities

- **Council Members:** Responsible for organizing, leading, and facilitating the session. Council members are solely responsible for setting the agenda, answering questions, and managing resident input.
- **City Staff:** Staff will not attend or participate in listening sessions. Their role is limited to assisting with advance scheduling coordination and public notification.

6. Content & Conduct

- Council members should avoid deliberation or decision-making on official city business during listening sessions.
- Campaigning, fundraising, or promotion of political platforms is not permitted at city-supported listening sessions.
- A welcoming and respectful environment should be maintained to encourage open dialogue.

7. Open Meeting Law Compliance

- Listening sessions hosted by a single council member are not considered official city meetings under the Minnesota Open Meeting Law.
- Council members must notify the City Clerk if another council member plans to attend their session. The City Clerk will determine whether notice is required under the Open Meeting Law.
- If a quorum of the council or a quorum of any council committee is expected to attend, the session must be noticed and conducted as an official meeting in compliance with the Open Meeting Law.

8. Responding to Resident Input and Reporting Back

- To address resident input/concerns with city operations, council members are encouraged to direct residents to contact city staff directly by calling the front desk at 763-509-5000 or reporting an issue through myPlymouth, which ensures the issues are routed to the appropriate staff person/department for the most efficient service.
- To address larger policy considerations, council members are encouraged to provide a brief summary of resident input to the City Manager for future council consideration.

CITY OF PLYMOUTH

RESOLUTION No. 2025-280

RESOLUTION APPROVING COUNCIL LISTENING SESSION POLICY

WHEREAS, the City Council wishes to conduct listening sessions to provide the opportunity to create an open and informal dialogue between residents and council members; and

WHEREAS, the City Council wishes to identify clear guidelines to ensure these sessions are productive, accessible and consistent with city practices; and

WHEREAS, the Council Listening Session Policy provides guidelines for scheduling and promotion, expectations for conduct, roles of council and staff, compliance with the Open Meeting Law, and how resident input should be directed and reported back.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the Council Listening Session Policy is approved.

APPROVED by the City Council on this 10th day of November, 2025.

To: Dave Callister, City Manager

Prepared by: Ali Timpone, Human Resources Director

Reviewed by:

Item: **Approve Labor Agreements with Police Captain, Police Sergeant and Firefighter bargaining units**

1. Action Requested:

Adopt the attached resolution approving labor agreements with three of the city's six bargaining units.

2. Background:

The city has six bargaining units, representing approximately 75% of all full-time staff. Over the past few months, the city has met and negotiated with the unions in good faith regarding terms and conditions of employment. The three proposed labor agreements have been ratified by their respective bargaining groups. The city continues to bargain in good faith with the three remaining bargaining groups and hopes to bring ratified agreements to council for final approval soon. Copies of the draft contracts are available from the city clerk upon request.

Plymouth conducted a citywide compensation study in 2022-2023 which identified target maximum pay for all employees as the 75th percentile of peer comparable cities. Since that time, the city has gradually implemented market adjustments to make progress towards that target. Some groups (including non-union and clerical/technical/professional staff) were closer to target pay and needed fewer market adjustments. Other groups (such as public safety and maintenance) require larger adjustments to achieve competitive pay. The recommended market adjustments for 2026 and 2027 will achieve target pay for all and ensure competitive wages for effective recruitment and retention of high-performing staff. The terms of the proposed contracts provide for the following changes:

Police Captains (Law Enforcement Labor Services, Inc Local 521):

- Duration of three years (2025-2027)
- 2025 wages: 3% standard adjustment, 2% market adjustment (consistent with all other settled groups who required market adjustments)
- 2026 wages: 3% standard adjustment, 6% market adjustment
- 2027 wages: 3% standard adjustment, \$4/hour market adjustment
- Eliminate clothing allowance, roll existing allowance into base pay and city provides all required uniforms

Police Sergeants (Law Enforcement Labor Services, Inc Local 34):

- Duration of two years (2026-2027)
- 2026 wages: 3% standard adjustment, 6% market adjustment
- 2027 wages: 3% standard adjustment, \$0.39/hour market adjustment
- Supplemental pay for assignments such as investigator, schools/community and special investigations unit consistent with patrol officers

Firefighters/Captains (International Association of Firefighters Local 5159):

- Duration of two years (2026-2027)
- 2026 wages: 3% standard adjustment, 6% market adjustment
- 2027 wages: 3% standard adjustment
- Increase clothing/uniform line of credit from \$650/year to a minimum of \$850/year
- Housekeeping updates to clarify call-back overtime, emergency deployments and injury on duty pay

In addition, the city and these three unions have agreed to lump sum retention payments for sworn personnel. The retention payments will be eligible for staff who achieve satisfactory performance as determined by the director of public safety on the last pay periods of 2026 and 2027. Funds for these one-time retention payments were provided by the state in 2023 to allow public safety officials to invest in officer recruitment and retention.

3. Budget Impact:

The proposed agreements are within established parameters set by the council in the biennial budget.

4. Attachments:

1. City Council Resolution 2025-281

CITY OF PLYMOUTH

RESOLUTION No. 2025-281

RESOLUTION APPROVING LABOR AGREEMENTS BETWEEN THE CITY OF PLYMOUTH AND LABOR UNIONS REPRESENTING POLICE CAPTAINS, SERGEANTS AND FIREFIGHTERS

WHEREAS, representatives of the City of Plymouth and labor unions have met to negotiate labor agreements in accordance with the Public Employment Labor Relations Act; and

WHEREAS, the city manager has reported that agreements have been reached with three of the city's six organized bargaining units; and

WHEREAS, the mayor and the city manager are authorized to execute the agreements.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that it does approve the labor agreements between the City of Plymouth and:

1. LELS Captains, for the period of January 1, 2025 through December 31, 2027,
2. LELS Sergeants, for the period of January 1, 2026 through December 31, 2027, and
3. IAFF Fire, for the period of January 1, 2026 through December 31, 2027.

APPROVED by the City Council on this 10th day of November, 2025.

To: Dave Callister, City Manager

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

Reviewed by: Michael Thompson, Public Works Director

Item: **Approve Change Order No.1 for the Station 73 TRIP Project (ST230003)**

1. Action Requested:

Adopt attached resolution approving Change Order No. 1 for the Station 73 TRIP Project (ST230003).

2. Background:

The Station 73 TRIP (Transit and Regional Improvement Program) is a significant infrastructure project in the Highway 55 and County Road 73 area. Construction, occurring over two years, will deliver regionally impactful improvements that enhance safety and mobility for pedestrians, bicyclists, motorists and transit users.

At the May 27, 2025 City Council meeting, the construction contract was awarded to Eureka Construction, Inc. Among the planned improvements is the realignment of County Road 73. The new alignment crosses the edge of a wetland and requires the placement of up to 30 feet of fill to achieve the new roadway elevation, plus an additional five feet of temporary surcharge material to promote settlement of the underlying soils. Placement of the fill was to occur in multiple layers with waiting periods between lifts and a longer consolidation period after the final lift to allow the underlying organic soils to compress per the geotechnical report recommendations. During this process, two cracks developed near the wetland edge, halting progress while additional geotechnical investigation was performed.

Subsequent analysis determined that the existing organic material was being displaced rather than compressed as originally expected, meaning that the planned method of staged fill placement could not continue. The attached Change Order No. 1 includes importing additional fill material to displace the unsuitable organic soils and cleanup of

any displaced material within the wetland to restore the wetland surface. The cost of Change Order No. 1 is \$944,115, reflecting the estimated volume of additional imported and removed material. It is also anticipated that this work will result in temporary property impacts, with costs for additional temporary easements conservatively estimated at \$75,000.

The project team evaluated several alternatives, and this approach was determined to be the most cost-effective solution with the least schedule impact, allowing the project to maintain its current final completion date.

3. Budget Impact:

Council previously approved a total project budget of \$34,949,657. The value of Change Order No. 1 is \$944,115. The approved project budget already includes a contingency of \$1,068,762 which is intended to address unforeseen conditions encountered during construction. At this time, it is anticipated the project contingency can accommodate the cost of this change order.

4. Attachments:

1. Presentation
2. Change Order No. 1
3. City Council Resolution 2025-282



Station 73 TRIP

Approve Change Order No. 1 - November 10, 2025



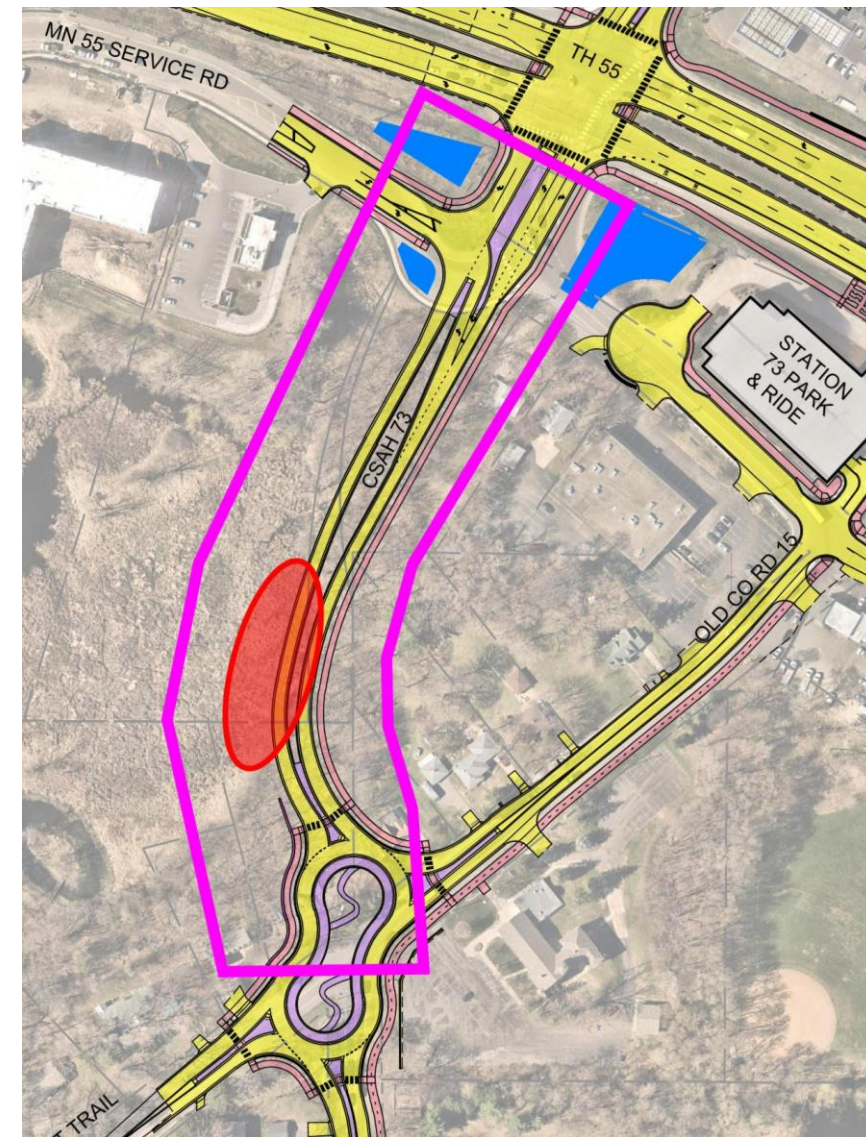
Background

- Highway 55 and County Road 73 area
- Regionally impactful improvements that will increase safety and mobility for pedestrians, bicyclists, motorists, and transit users
- May 27, 2025
 - Construction contract awarded
- Construction - Summer 2025 thru Fall 2026
 - Construction over two seasons
 - Final completion November 14, 2026



County Road 73 Realignment

- Route crosses edge of wetland
- Project included geotechnical investigation to inform design and construction
 - Large amount of fill to be placed in staged lifts
 - 30 feet to reach roadway elevation
 - Additional 5 feet temporary surcharge
 - Process designed to compress poor material
- Cracking developed in embankment during placement of fill
 - Roughly 10 feet of material placed
- Process halted and additional geotechnical investigation performed



Results & Options

- Area of deep, sloping unsuitable soils
- Unsuitable soils were being displaced instead of compressed
- Alternatives
 - Lightweight fill, alignment adjustment, reinforced soil slope/retaining wall, excavate unsuitable material, load transfer platform/bridge, continue fill placement to displace unsuitable material
- Recommended option
 - Continue fill placement to displace unsuitable material
 - Other alternatives had high cost, questionable feasibility, and construction delays

Change Order No. 1

- Work included
 - Import and placement of fill material in impacted area
 - Import and placement of additional fill material to displace unsuitable soil
 - Cleanup of displaced material in wetland to restore wetland surface
- Cost - \$944,115
 - Project budget included \$1,068,762 contingency
- Temporary property impacts
 - Temporary easements estimated at \$75,000
- Schedule

Recommendation

- Adopt resolution approving Change Order No. 1

- Questions or comments





SP/SAP(s)	155-020-023	MN Project No.:	RAISE-STBG 2725 (021)	Change Order No.	1
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Project Location	Station 73 – Transit and Regional Improvement Program				
Local Agency	City of Plymouth	Local Project No.	ST230003		
Contractor	Eureka Construction Inc.	Contract No.	1058416		
Address/City/State/Zip	3400 Plymouth Blvd, Plymouth MN 55447				
Total Change Order Amount \$	\$944,115				

Issue: The Engineer has determined the Contract needs to be revised in accordance with specification 1402.2 - Differing Site Conditions. and 1402.5 - Extra Work.

Resolution: Change Order #1 addresses the following changes to the work:

- CSAH 73 – Weland and Settlement:** The Station 73 Transit and Regional Improvement Program (TRIP) project included the realignment of County State Aid Highway (CSAH) 73 between Trunk Highway (TH) 55 and Sunset Trail. The proposed realignment of CSAH 73 traversed over the edge of an existing wetland.

The proposed embankment design for the CSAH 73 realignment included placement of up to 30 feet of fill material along with 5 feet of surcharge material at the edge of the wetland. The intent of this design was to place the embankment in 3 foot tall lifts in 2025 and then wait 6 months for existing organic materials to compress and settle. The roadway would be constructed during the summer of 2026 after the initial settlement was completed.

During the placement of the fill material, two cracks developed in the vicinity of the edge of the wetland. The cracks developed in August 2025 as approximately 10 feet of the proposed 35 feet of embankment had been placed. The fill placement was halted and additional Geotechnical analysis and investigation was performed.

The investigation included five additional soil borings and installation of additional instrumentation equipment to measure the movement of the soil material. After gathering this data and conducting additional modeling/analysis, it was determined the organic material was being displaced westerly into the wetland instead of being compressed as originally planned. Six alternatives were evaluated to address the settlement conditions, see Exhibit A for details on the alternatives and a more extensive explanation of the geotechnical analysis.

The design team determined that the best alternative is to quickly place the embankment to overload the organic material and have the organic material displaced into the wetland. This approach will require placement of additional material, removal of muck material, and an access route to be able to perform the muck excavation. The geotechnical recommendations are to place a select granular material for the area that is below and adjacent to the water level, followed by common embankment at the higher elevations. Below is additional information on each of the change order items.

- Common Borrow (LV):** Additional embankment material will be needed with the new approach to address the wetland settlement. The geotechnical analysis estimates that approximately 25,000 cubic yards of material could settle and consolidate into the wetland. The material that needs to be placed in the fall of 2025 is estimated at 52,000 cubic yards. This accounts for the material that is anticipated to settle into the wetland and the material that is needed to get to the full embankment height. The material that is needed will include common embankment at higher elevations and the select granular material at lower elevations. Due to the timing of material being placed in late October/early November, the material will need to be purchased and will come with a new unit cost. Cost justification for the unit price is included in Exhibit B.

SP/SAP(s)	155-020-023	MN Project No.:	RAISE-STBG 2725 (021)	Change Order No.	1
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- b. Select Granular Borrow (LV):** Select Granular Borrow will need to be placed adjacent to the wetland at the lower elevations per the geotechnical recommendations. The material will need to be purchased and will come with a new unit cost. Cost justification for the unit price is included in Exhibit B.
- c. Muck Excavation (LV):** Once the embankment material is placed, it is anticipated that some of the existing organic material will be displaced into the swamp adjacent to the fill area. This material will need to be excavated so it doesn't permanently impact the adjacent wetland. Muck Excavation was not anticipated and not included in the original contract. Cost justification for the unit price is included in Exhibit B.
- d. Construction Access Road:** The fill adjacent to the wetland is approximately 35 feet tall and is at a 1:2 slope. Getting machinery to the wetland edge to perform the muck excavation will be challenging and will require construction of a temporary access road along the wetland edge. This work includes constructing the temporary access road prior to the muck excavation and removing the temporary access road after the muck excavation has been completed. Cost justification for the lump sum is included in Exhibit B.
- e. Common Embankment (CV):** A portion of the embankment material that needs to be placed was included with the original Contract and will be removed from the Contract to account for the change in the unit price of the material. This is shown as a negative quantity in the Estimate of Cost table.

Entitlement: Payment for this work will be at: Negotiated Lump Sum and Negotiated Unit Prices basis as provided in MnDOT Specification 1904, as shown in the estimate of cost.

The Contract time will be modified as follows:

The Contract has an intermediate completion date for the surcharge placement of September 30, 2025. This date shall be changed to December 31, 2025.

Estimate Of Cost: <i>(Include any increases or decreases in contract items, any negotiated or force account items.)</i>						
**Group/ funding Category	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
4	2105.607	Common Borrow (LV)	CY	\$15.61	37,000	\$577,570
4	2105.607	Select Granular Borrow (LV)	CY	\$22.63	12,000	\$271,560
4	2105.607	Muck Excavation (LV)	CY	\$31.46	2,500	\$78,650
4	2106.601	Construction Access Road	L.S.	\$108,135	1.0	\$108,135
4	2106.507	Common Embankment (CV)	CY	\$3.40	-27,000	-\$91,800
Net Change this Change Order						\$944,115

****Group/funding category are as follows:**

- 1 – Federal Participating (S.P. 2723-149, S.P. 155-010-007)
- 2 – Federal Participating (S.P. 155-080-002)
- 3 – Federal Participating (S.P. 155-169-002)
- 4 – Federal Participating (S.P. 027-673-010, S.P. 155-020-023)



SP/SAP(s)	155-020-023	MN Project No.:	RAISE-STBG 2725 (021)	Change Order No.	1
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5 – Federal Participating (S.P. 155-090-003)

6 – Hennepin County Local Funds (C.P. 2850700)

Project Engineer:	_____	Date:	_____
Print Name:	Kyle Imholte	Phone:	612-294-9732
City Engineer:	_____	Date:	_____
Print Name:	Mike Payne	Phone:	763-509-5538
Contractor:	_____	Date:	_____
Print Name:	Dylan Olson	Phone:	952-469-5685

DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for **FUNDING PURPOSES ONLY** and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: Federal Funding State Aid Funding Local Funds

District State Aid Engineer: _____ Date: _____



MEMORANDUM

To: Mike Payne, P.E., Plymouth City Engineer

From: Chadd Larson, P.E., Project Manager
Kimley-Horn and Associates, Inc.

Date: October 29, 2025

Subject: CSAH 73 Surcharge Change Order

INTRODUCTION

The Station 73 Transit and Regional Improvement Program (TRIP) project included the realignment of County State Aid Highway (CSAH) 73 between Trunk Highway (TH) 55 and Sunset Trail. The proposed realignment of CSAH 73 traversed over the edge of an existing wetland. During the design process, our geotechnical engineer, Braun Intertec, (Braun) completed soil borings and hand probes in the area to determine the type and depths of the various soils under the wetland. Due to access limitations, the design team was unable to complete soil borings in the wetland.

The proposed embankment design for the CSAH 73 realignment included placement of up to 30 feet of fill material along with 5 feet of surcharge material at the edge of the wetland. The intent of this design was to place the fill and surcharge in 2025 to allow multiple months for existing organic materials to compress and settle. The roadway would be constructed during the summer of 2026 after the initial settlement was completed.

During the placement of the fill material, two cracks developed in the embankment in the vicinity of the edge of the wetland. The cracks developed in August 2025 as approximately 10 feet of the proposed 35 feet of embankment had been placed. The fill placement was halted and Braun was consulted to provide additional analysis and investigation.

ENGINEERING ANALYSIS

After reviewing the construction site conditions, Braun completed five additional soil borings and installed additional instrumentation equipment to measure the movement of the soil material. After gathering this data and conducting additional modeling/analysis, they determined the organic material was being displaced westerly into the wetland instead of being compressed as originally planned.

ALTERNATIVES

Below is a summary of the alternatives Braun evaluated and the associated considerations.

Alternative 1 – Use Lightweight Fill for Embankment

- High cost associated with lightweight fill material estimated at up to \$2.75M.
- 20 to 25 feet of lightweight fill would be required. While the lightweight fill is lighter than common embankment, the fill would still have a significant amount of weight that could result in additional soil displacement.

Alternative 2 – Move the Roadway East to Avoid Wetland

- Not feasibility due to adjacent roadway geometry and property impacts.

Alternative 3 – Design Reinforced Soil Slope (RSS)/Retaining Wall

- Wall could become unstable due the surrounding poor soils.
- Wall construction over existing organic soils would require expensive pile footings.
- High construction cost associated with this alternative as well as additional design costs and delays causing construction to extend into 2027.

Alternative 4 – Excavate Unsuitable Soils in Wetland

- Depth of the existing organic soils create significant constructability challenges.
- Muck excavation would require additional wetland impacts.
- Alternative would require muck excavation to be backfilled with import granular material.
- High cost associated with this alternative estimated at up to \$2.0M

Alternative 5 – Design Load Transfer Platform (or New Bridge)

- High cost associated with this alternative estimated at \$2.0M.
- Construction would extend into 2027.

Alternative 6 – Continue Fill Placement and Displace Organic Material into Wetland

- Additional fill material would be required.
- Additional private property impacts.
- Additional wetland impacts.
- Minimal construction schedule delays.

Further details on these alternatives are provided in the attached Braun memorandum dated October 20, 2025.

RECOMMENDATIONS

After review of the alternatives summarized above, it is recommended that the City proceed with alternative 6 to address the organic material displacement in the wetland. This alternative is constructable, provides the least construction cost, and results in a minimal construction schedule delay.

It is anticipated that this additional work will result in additional wetland impacts; however, based on past experience, permitting agencies are agreeable to additional temporary impacts when issues arise during construction.

It is also anticipated that this additional work will result in additional temporary property impacts. The project already acquired easements from the impacted properties, so it is recommended that the City Attorney contact the property owners to request a right of entry while concurrently proceeding with the process to purchase and acquire temporary easements. The cost for the additional easements is estimated at \$75,000.

CHANGE ORDER ESTIMATE

Due to the recommended earthwork operations, it is difficult to determine precise quantities of material that will be required for this work. The Contractor has provided the pricing below based on estimated earthwork quantities.

Estimate Of Cost: <i>(Include any increases or decreases in contract items, any negotiated or force account items.)</i>						
**Group/ funding Category	Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount \$
4	2105.607	Common Borrow (LV)	CY	\$15.61	37,000	\$577,570
4	2105.607	Select Granular Borrow (LV)	CY	\$22.63	12,000	\$271,560
4	2105.607	Muck Excavation (LV)	CY	\$31.46	2,500	\$78,650
4	2106.601	Construction Access Road	L.S.	\$108,135	1.0	\$108,135
4	2106.507	Common Embankment (CV)	CY	\$3.40	-27,000	-\$91,800
Net Change this Change Order						\$944,115

Attachments:
Braun Memorandum dated October 28, 2025

Memorandum

Date: October 28, 2025
To: Chadd Larson, Kimley-Horn and Associates, Inc.
From: Matt Ruble, PE, Braun Intertec Corporation
Subject: CSAH 73 Swamp Summary
Project: Project B2505618

As discussed in the following sections, standard soil borings were unable to be performed during the design phase of the project due to access constraints and push probes were performed instead. Borings were performed during construction with better site access. The borings confirmed the soil conditions found by the push probes, however one new boring was performed in an area of pronounced construction settlement and found a deep pocket of organics. It is quite possible that even if soil borings were performed before construction (at an additional cost of \$250,000 to \$500,000 due to access issues), that the isolated pocket of deeper organics would have been missed.

Pre-Construction Services

Six SPT borings were planned along the new CSAH 73 alignment for proposed retaining walls to support the CSAH 73 embankment as part of the design scope. The walls were eventually removed and the alignment changed to an earthen embankment. Boring W-105 on the northern terminus of the realignment (TH 55 Services Road) was drilled for the walls prior to their removal from the project.

Due to severe slope of terrain, tree cover, and right-of-entry/access limitations due to the existing residences along CSAH 73, drill rigs were unable to reach the edge of the swamp. For our drill rigs to access the swamp location a road would have needed to be built to get them down the slope. Even if our drill rigs could access the edge of the swamp, the drill rigs may not have been able to drill on the swamp unless a contractor was hired to place wood mats in the swamp.

Because of the inaccessibility of the swamp to drill rigs, we performed four push probes in the swamp by hand. Those push probes were able to be extended 10 to 12 feet below the surface corresponding to bottom elevations of 884 to 894. Those bottom elevations were perceived to be approximate bottom of poor soil (swamp).



What We Found During Construction

During fill placement, cracks were observed within the new embankment. Fill placement was stopped and the embankment was monitored for movement while soil borings were performed and an inclinometer was installed to monitor movement more precisely.

The soil borings found 7 to 14 feet of fill was placed. While it was desired to place a consistent amount of fill to control embankment stability, significantly more fill was placed in the area of perceived deepest organics resulting in localized pronounced settlement and ground cracking in that area. Four of five borings performed found organics (swamp deposit) to depths varying from 882 to 894.

The depths of the swamp of the borings was consistent with the perceived depth of the swamp found by the push probes, however an isolated area that contained Boring SB1 (in the area having experienced the greatest subsidence) found organics to a depth of 865 which was well below the depth observed by the nearest push probe. Attached you will find the locations of the borings and push probes. The 865 swamp bottom elevation was 34 feet below the fill surface and about 30 feet below the surface of the swamp.

Analysis of Current Design with New Soils Information

Based on the results of the new soils borings, piezometers and inclinometer, our analysis indicates that finishing the embankment construction as currently designed will likely result in failure of the embankment into the swamp.

Options Moving Forward

Based on our analysis, we have reviewed several options for finishing construction including: 1) Use Lightweight Fill (Foam or Tire Chips), 2) Move the alignment out of the swamp, 3) Construct a reinforced wall to make the embankment more narrow (less impact on the swamp), 4) Excavate the unsuitable organics, 5) Create a Load Transfer Platform by using intermediate or deep foundations to support the embankment. 6) Continue placing fill as designed with likely embankment failure into swamp necessitating additional new fill.

Option 1 - Lightweight Fill

This option presents a risk due to the current instability of the embankment. Lightweight fill is normally an expensive option especially for the volume that would be necessary for this swamp deposit area including fill heights to reduce or eliminate new stress on weak soils.



The average bid price on MnDOT contracts for lightweight fill for projects that needed more than 1,000 cubic yards is \$110 a cubic yard. It is estimated that this project would need 20,000-25,000 cubic yards to complete the embankment height. Resulting in \$2.2 million to 2.75 million dollars for the just the Geofoam material, this does not include a time delay and added engineering expenses to redesign the embankment or a geomembrane that the geofoam is typically wrapped in. With the geofoam lightweight option potentially reaching 3 million dollars and due to the current instability of the embankment this option is not a feasible solution because of cost and risk of the embankment not performing as needed once it gets to planned roadway heights.

Even if lightweight fill costs were economical, the existing embankment is not stable and we recommend against using lightweight fill on top of the existing embankment.

Option 2 - Move the Alignment

Based on our discussions with other members of the design team, moving the alignment east more than 10 to 15 feet isn't feasible based on geometric requirements and/or ROW-easement reasons.

Option 3 - Reinforced Soil Slope (RSS)

This option includes making the embankment narrower by construction of a tall wall (RSS), due to the height of the embankment. Based on the current design limitations excluding moving the alignment more than 10 to 15 feet from the current proposed alignment, the new wall would rest over a significant amount of organic soils that cannot support the wall weight, possibly leading to the wall becoming unstable as well.

Option 4 - Excavate Unsuitable Soils

Based on the extreme depth of poor soils including depth below groundwater, sufficiently and effectively excavating the soils will be very problematic. This effort would also disturb wetland area outside the right-of-way and may require permitting. Excavating the soil without a retention system to the extreme depths found in the boring has a high chance of not being effective due to the inability of holding back the swamp during excavation. A retention system, as suggested by the contractor, could be used to hold back the swamp for excavation but we don't think the retention system could be constructed without a high risk of failure in addition to the high cost of the retention system. A suitable retention system would likely be at least \$1,000,000 and could exceed \$2,000,000 in an attempt to find a more suitable system. The costs for removing the unsuitable soil and importing suitable material is not included in this cost and the excavation and replacement cost would be similar to Option 6 below.

Option 5 - Load Transfer Platform (or New Bridge)

This option includes the use of a deep/intermediate foundation system such as piles or shafts to support the embankment weight. The piles/shafts are installed below the compressible (swamp deposit) materials and then covered with a few layers of grid and sand to form the platform. The rest of the embankment is constructed with soil above the platform. This option is usually completed by specialty contractors with specialty equipment. We estimate a load transfer platform would cost \$1,250,000 to \$2,000,000 to construct with design fees and would likely incur a delay for construction.



Option 6 - Continue Adding Fill and Fail Embankment into The Swamp

The perceived easiest and fastest alternative would be to continue filling the embankment with the anticipated result of displacing unstable fill and the weak/compressible organic soils on which the fill was placed. This would create an additional cost for material that displaces the organic soils and the need to restore the surface of the swamp after displacement. This option does not require specialty equipment or contractors to do the work.

We estimated a range of 20,000 to 35,000 cubic yards of material could be with this option. The actual quantity could still be less or higher than this range. For budgeting purposes, estimating 30,000 of additional material is our best estimate.

We propose to use select granular until the fill being added no longer settles below water, then switch to common embankment at that time. Based on current water levels we anticipated needing select granular borrow for almost all of the 20,000- 35,000 anticipated cubic yards needed to displace the swamp material.

We understand the project unit price for select granular is \$25.50 per cubic yard and \$3.40 for common embankment. Kimley Horn & Associates, Inc. can provide an updated cost per cubic yard of available materials based on ongoing discussion with the contractor and extrapolate it out for a range of costs to displace the swamp.

There would be additional costs to restore the surface of the swamp after failure. The extent of restoration needed is highly variable. Right-of-way easements need to be considered with this approach and are not factored into the estimate cost of the material above. We estimate 5,000 to 7,000 cubic yards of material will need to be restored with the material as much as 70 to 100 feet away from the toe of the embankment for a mound as much as 10 feet high and 200 feet long.

The area that needs to be surcharged this year is defined as the area within the limits of cracks that have developed in the embankment from movement, currently defined in our attachments by the blue line.

Summary and Recommendation

The aforementioned corrective options #1-6 have been explored. Geotechnically, options 1, 3, 4, 5 are the most expensive with the largest time delays for the project. Option #2 was terminated to not be feasible by the project team, but potentially improve cost with any of the options explored above including option 6. From a geotechnical perspective option #6 appears to be the best value and quickest option moving forward.

Attachments:

Boring Location Sketch

Preliminary CSAH 73 Embankment Evaluation Presentation

Boring Location Sketch



BRAUN
INTERTEC

Preliminary CSAH 73 Embankment Evaluation

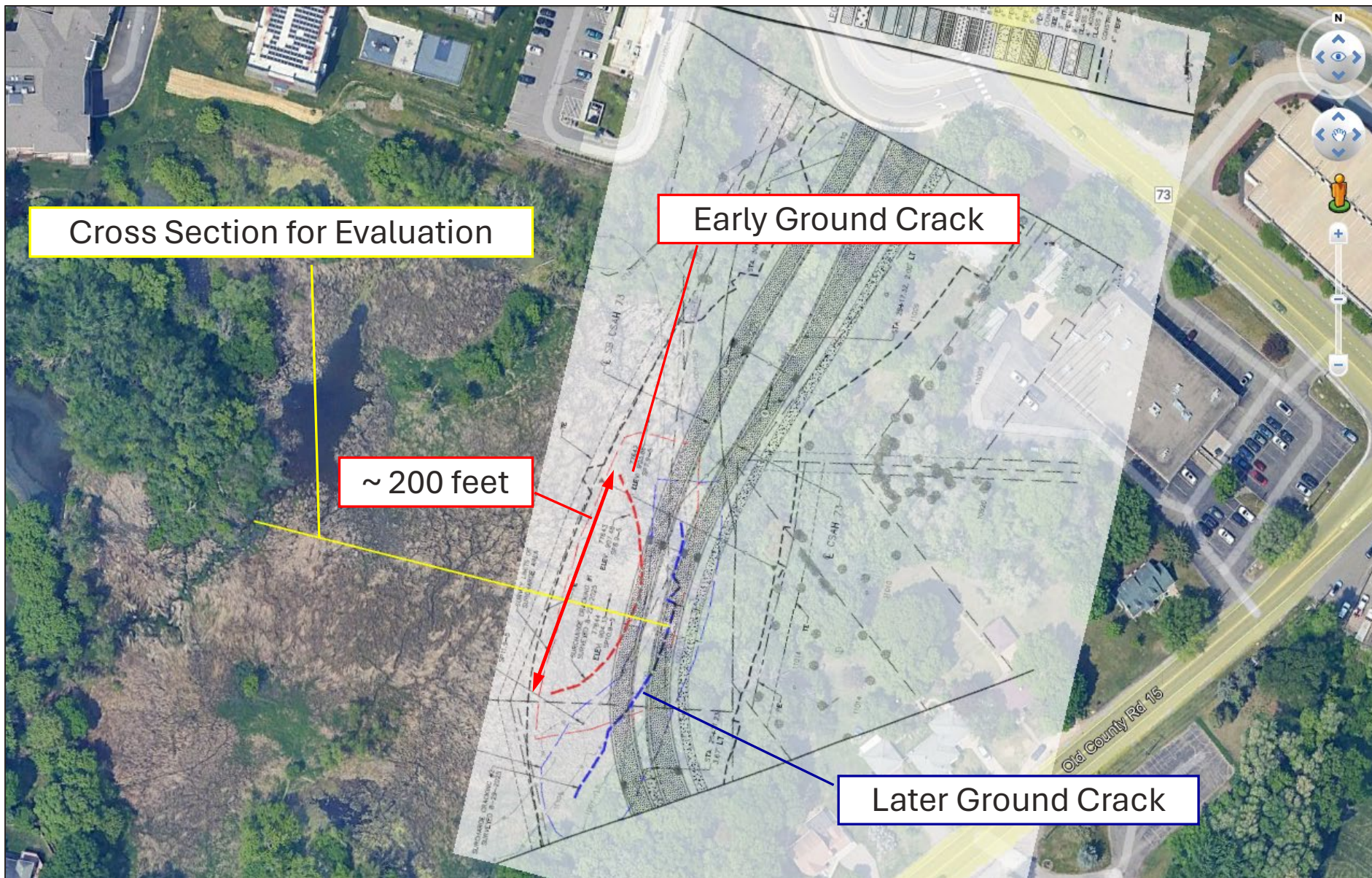
Charles Hubbard, PE, PG
Associate Director, Principal Engineer - Geologist

September 26, 2025





Project perspective





Subsurface profile – Boring SB-1

BRAUN
INTERTEC
THE SOURCE YOU BUILD ON

LOG OF BORING

BRAUN
INTERTEC

LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

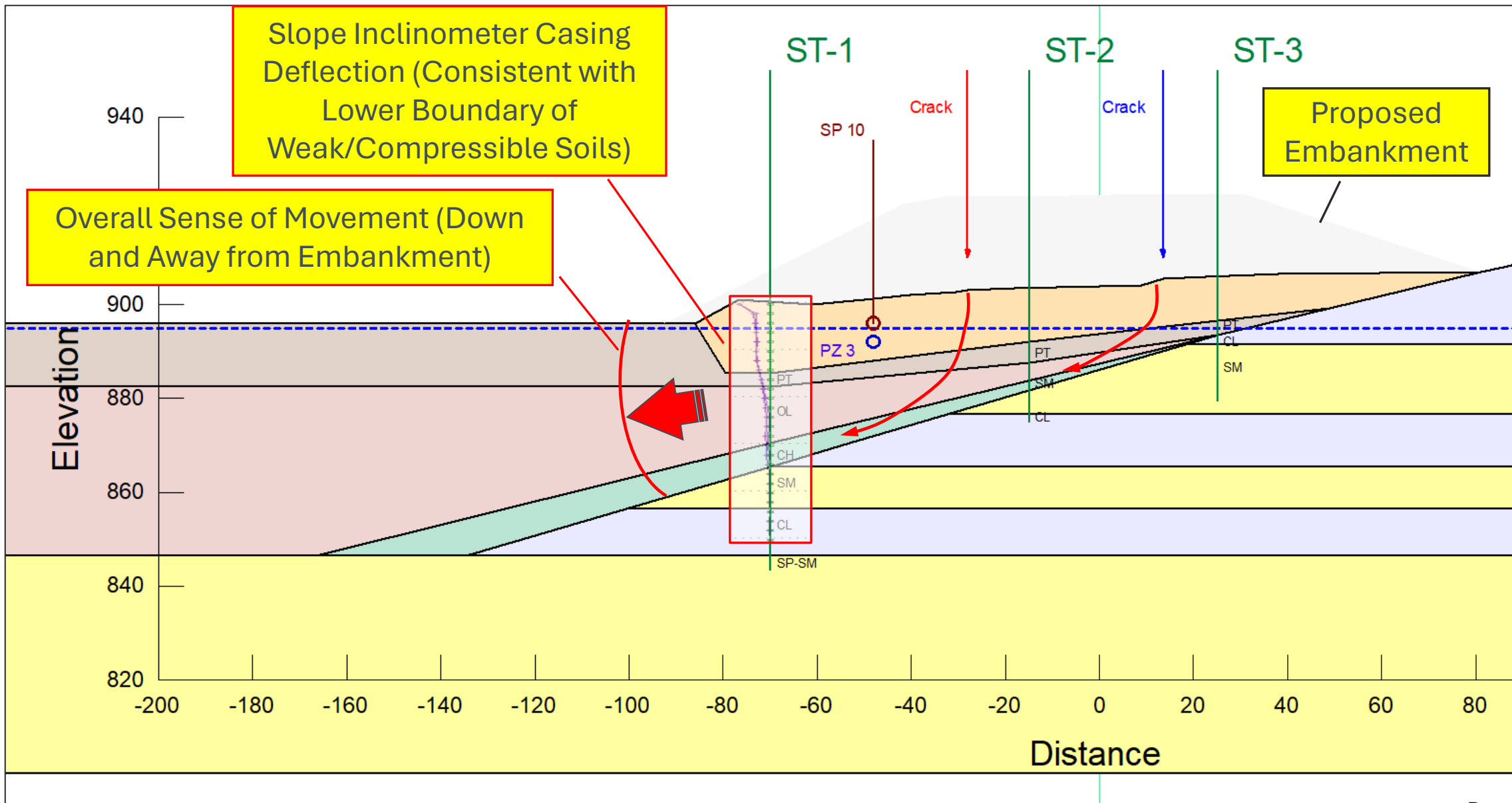
~ 14 feet Fill (8 feet Anticipated)

~ 20 feet Combined Weak/Compressible Peat/Organic Clay/Fat Clay

Project Number B2505618 Geotechnical Evaluation Plymouth, Station 73 Transit & Regional Impts TH 55, CSAH 73, 10th Ave, South Shore Drive Plymouth, Minnesota		DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)		NORTHING: 171114.8		EASTING: 490170.4	
DRILLER: T. Simonson		LOGGED BY: K. Zalec		START DATE: 09/11/25		END DATE: 09/11/25	
SURFACE ELEVATION: 890.5 ft		RIG: 7509		METHOD: 4 1/4" HSA		SURFACING: Sand WEATHER: Sunny, 68° - 70°	
Elev./Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Blows (N-Value) Recovery	q, tsf	MC %	Tests or Remarks	
895.5	4.0	FILL: SILTY SAND (SM), fine to medium-grained, with Gravel, brown, moist	2-2-2-2 (4) 13"				
		FILL: POORLY GRADED SAND with SILT (SP-SM), fine to medium-grained, trace Gravel, brown, moist to wet	3-10-7 (17) 14"				
		Wet at 7 feet	3-4-6 (10) 12"				
			1-1-1 (2) 16"				
			1-1-1 (2) 9"				
			1-2-1 (3) 2"				
885.5	14.0	PEAT (PT), black, moist (SWAMP DEPOSIT)	1-2-1 (3) 12"				
882.5	17.0	ORGANIC CLAY (OL), with shells, gray, moist (SWAMP DEPOSIT)	0-0-0 WOH/18" 18"				
			0-0-0 WOH/18" 18"				
			0-0-0 WOH/18" 12"				
			0-0-0 WOH/18" 18"				
872.5	27.0	ORGANIC CLAY (OL), dark gray to brown, moist (SWAMP DEPOSIT)	0-0-0 WOH/18" 18"				
870.5	29.0	FAT CLAY (CH), gray, moist, very soft (SWAMP DEPOSIT)	0-0-0 WOH/18" 18"				

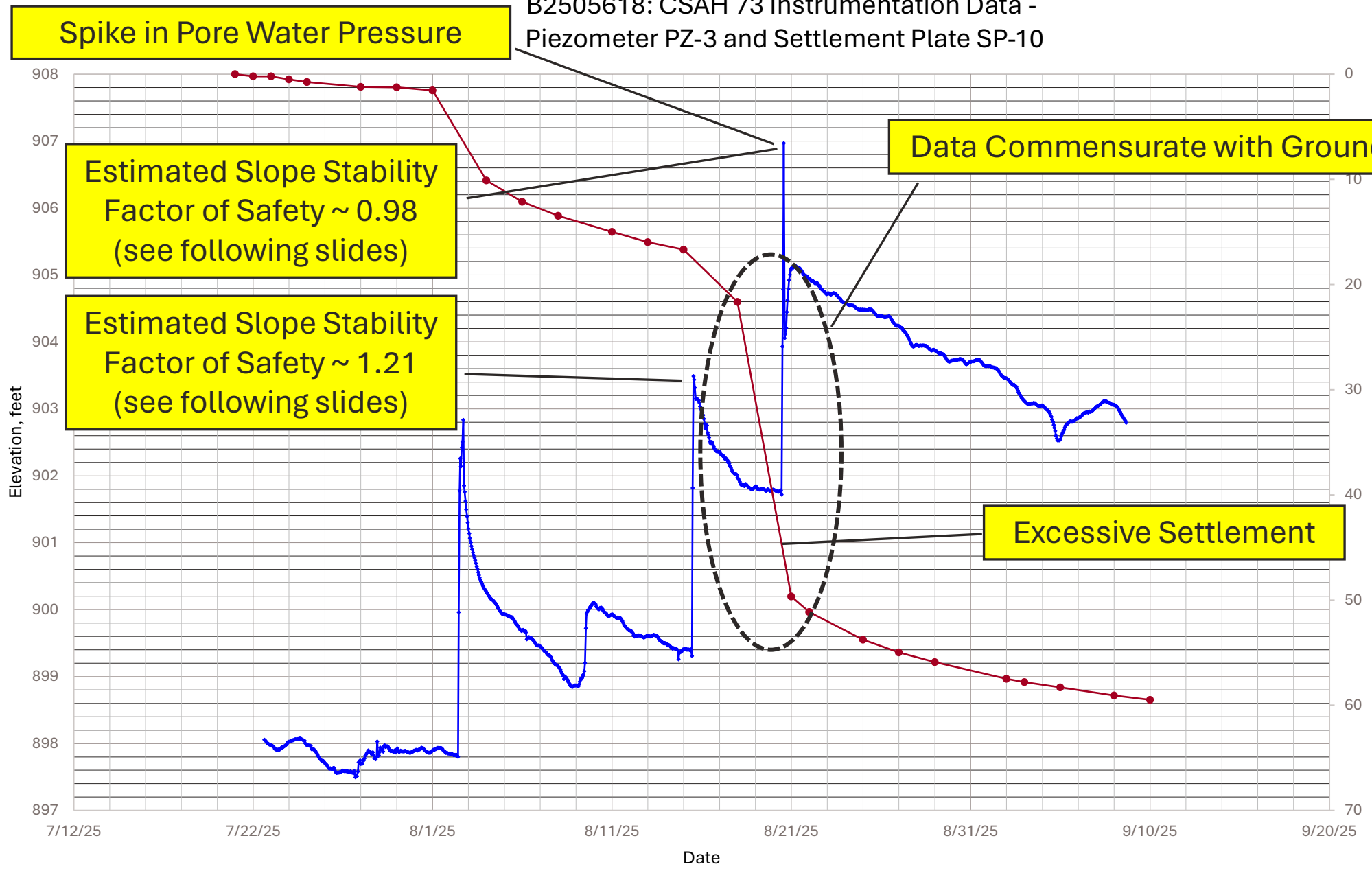
Plymouth, Station 73 Transit & Regional Impts TH 55, CSAH 73, 10th Ave, South Shore Drive Plymouth, Minnesota		DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)		NORTHING: 171114.8		EASTING: 490170.4	
DRILLER: T. Simonson		LOGGED BY: K. Zalec		START DATE: 09/11/25		END DATE: 09/11/25	
SURFACE ELEVATION: 890.5 ft		RIG: 7509		METHOD: 4 1/4" HSA		SURFACING: Sand WEATHER: Sunny, 68° - 70°	
Elev./Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Blows (N-Value) Recovery	q, tsf	MC %	Tests or Remarks	
855.5	34.0	FAT CLAY (CH), gray, moist, very soft (SWAMP DEPOSIT)	0-0-0 WOH/18" 18"				
		SILTY SAND (SM), fine to coarse-grained, with Gravel, gray, wet, loose (GLACIAL OUTWASH)	3-4-5 (3) 6"				
			4-2-3 (5) 3"				
			3-2-4 (6) 4"				
855.5	43.0	LEAN CLAY (CL), with Gravel, gray, moist, medium (GLACIAL TILL)	5-3-3 (5) 12"				
		Wet Sand lens at 50 feet	2-4-3 (7) 18"				
845.5	53.0	POORLY GRADED SAND with SILT (SP-SM), fine to coarse-grained, with Gravel, gray, wet, loose (GLACIAL OUTWASH)	5-4-4 (8) 4"				
843.5	55.0	END OF BORING					Inclinometer installed at 56 feet
		Boring then grouted					Water observed at 7.0 feet while drilling.

Subsurface profile with slope inclinometer overlay





B2505618: CSAH 73 Instrumentation Data - Piezometer PZ-3 and Settlement Plate SP-10



Spike in Pore Water Pressure

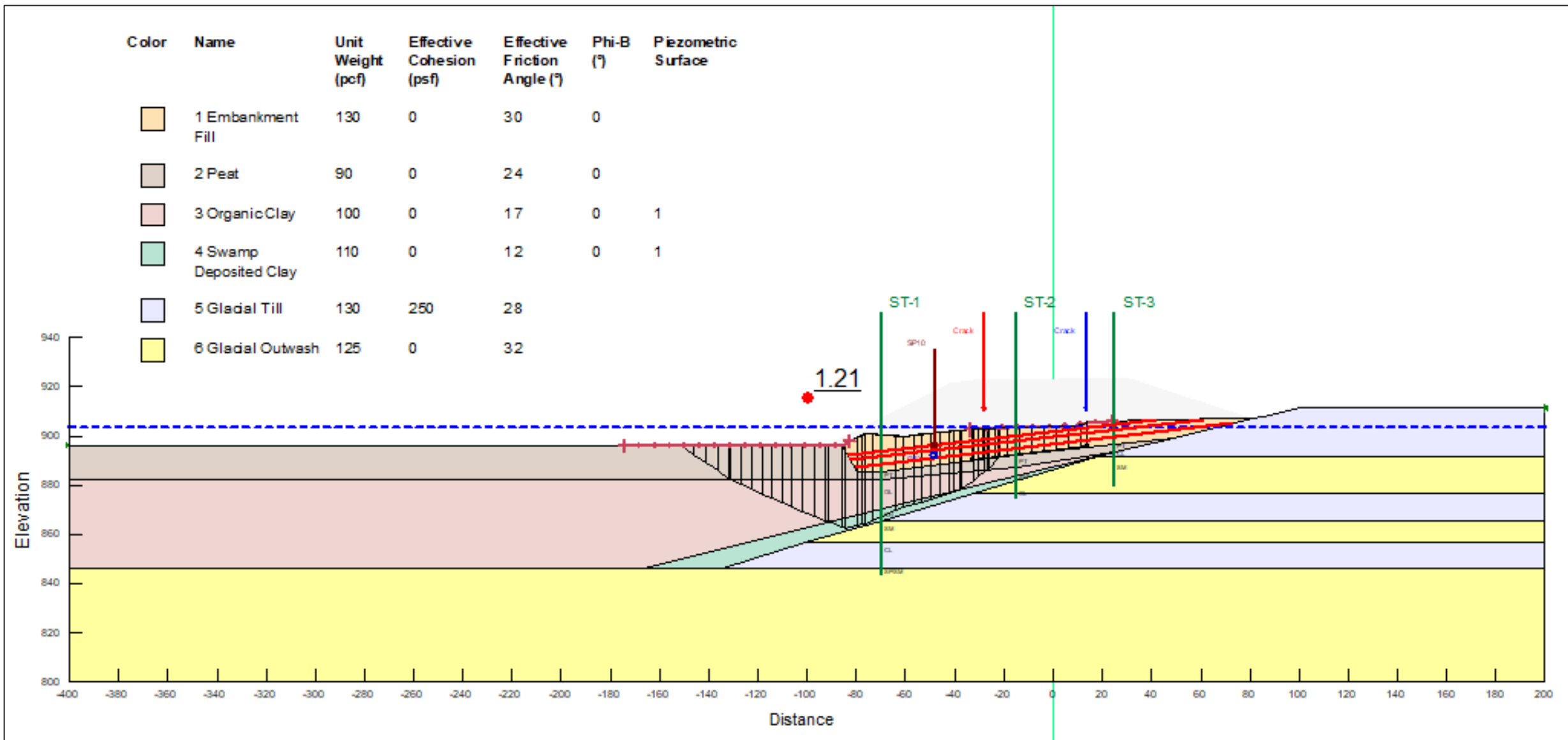
Estimated Slope Stability Factor of Safety ~ 0.98 (see following slides)

Estimated Slope Stability Factor of Safety ~ 1.21 (see following slides)

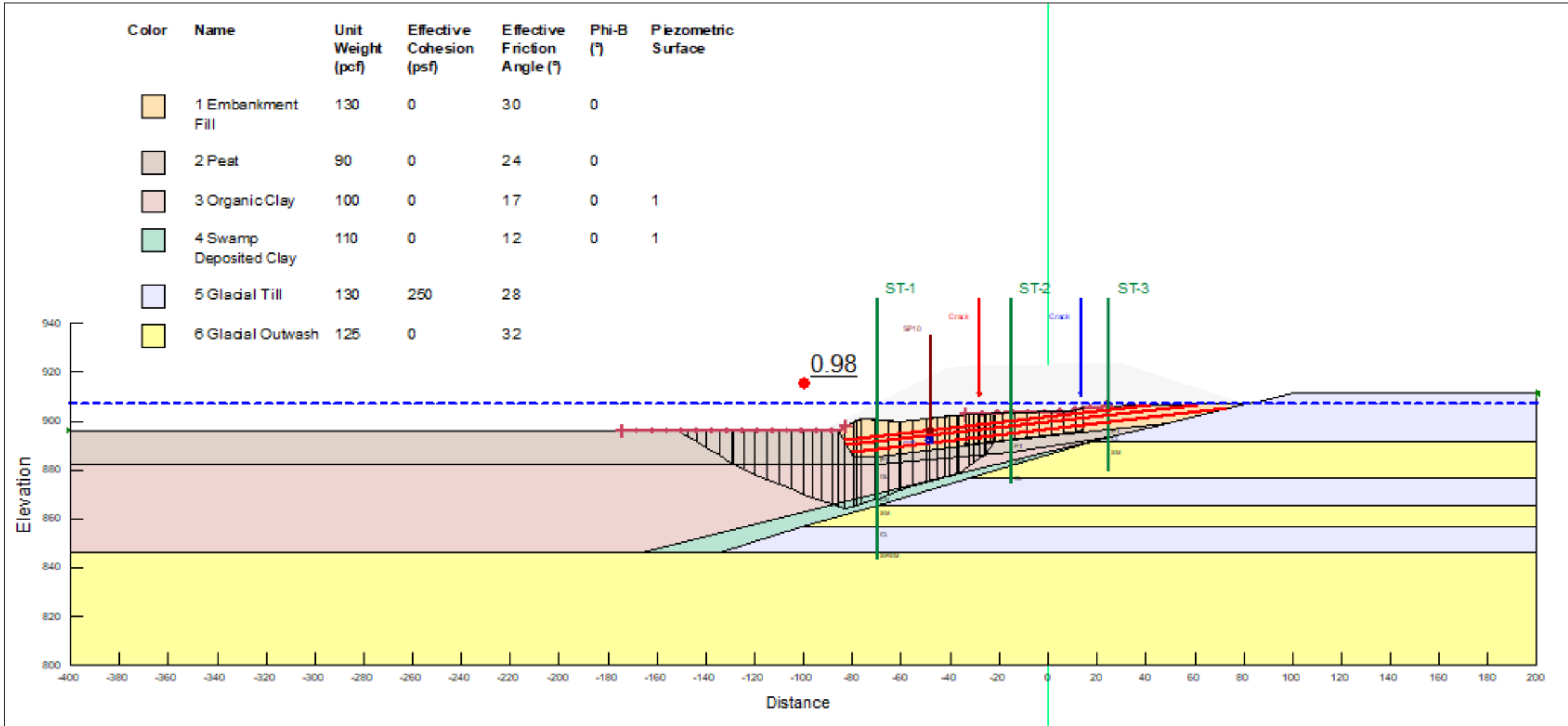
Data Commensurate with Ground Cracking

Excessive Settlement

Theoretical disturbance limits – Stage 2 fill



Theoretical disturbance limits – Stage 3 (partial) fill



General Assessment

- ▶ Unfavorable performance realized with less than half the proposed height of fill in place
- ▶ Disturbance limited to ~ 300-foot portion of alignment
- ▶ Both NB and SB lanes impacted
- ▶ Depth of disturbance varies but currently appears to approach or exceed 30 feet
- ▶ Design and/or construction changes needed to bring the project to completion

Contributing Factors

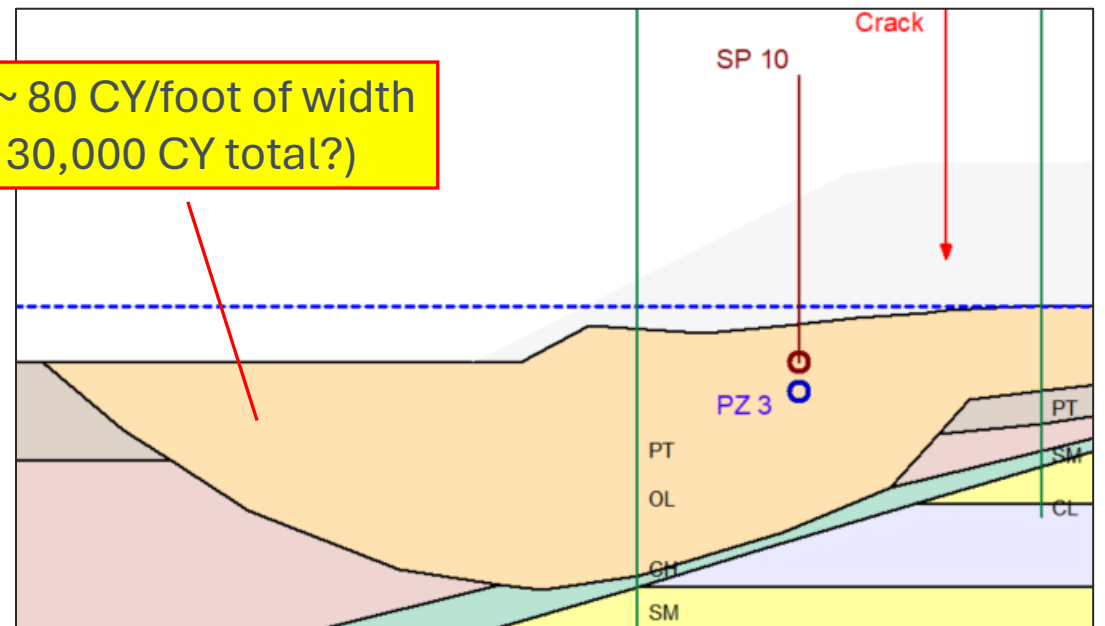
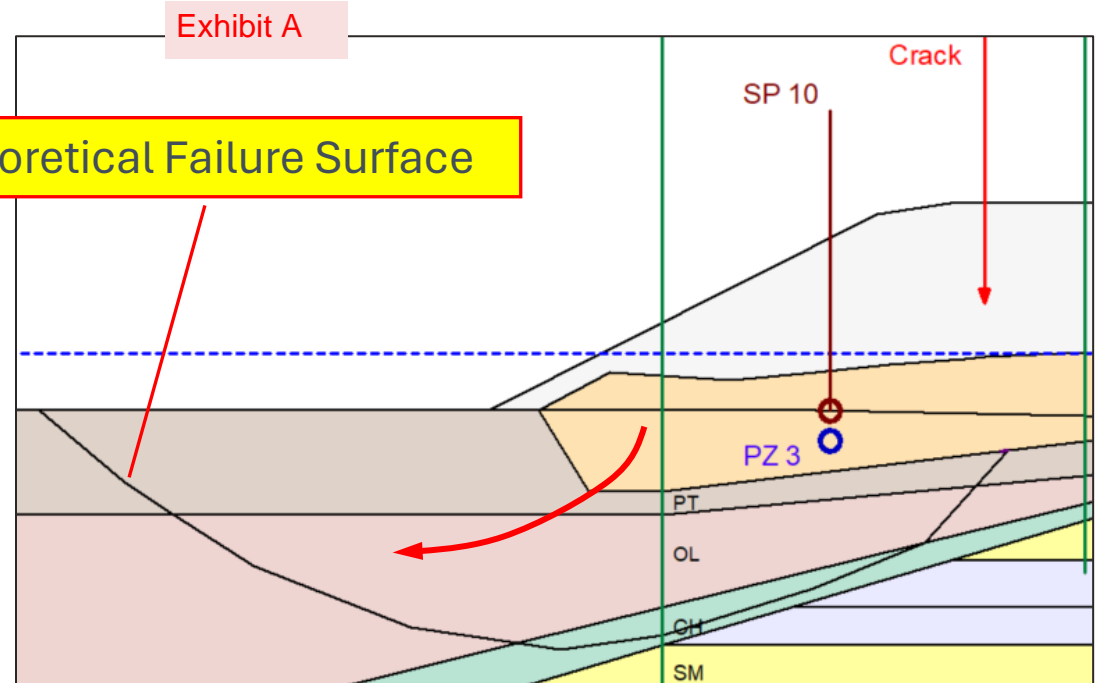
- ▶ Presence of weak/compressible foundation materials (*anticipated*)
- ▶ Deep pocket of such soils between ~ Sta. 111+00 and 114+00 (*unanticipated*)
 - 20-foot depth increase over 150 feet
- ▶ Pronounced slope to lower boundary of weak/compressible soils (*unanticipated*)
- ▶ Excess fill relative to staging recommendations (*unanticipated*)
 - ~ 9 to 14 feet versus presumed 8 feet prior to discovery of ground cracks

Mitigation Options

- ▶ Displace
- ▶ Excavate/replace
- ▶ Stabilize or avoid structurally
- ▶ Realign with or without grading and/or structural enhancements
 - Partial excavation and replacement
 - Slope reinforcement
 - Partial retention (MSE wall)

Displace

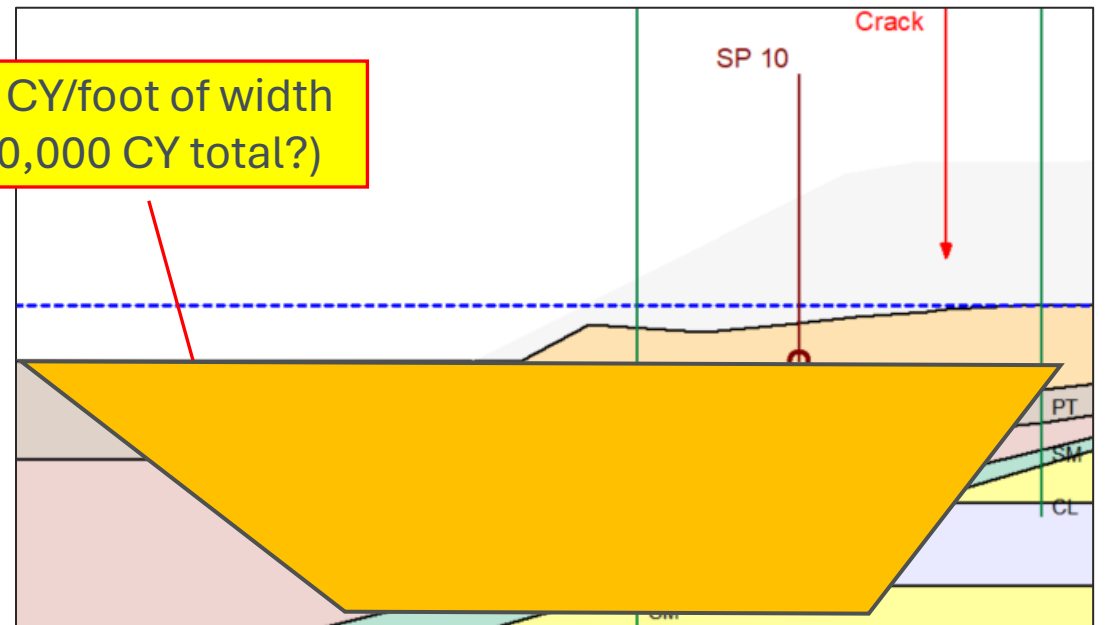
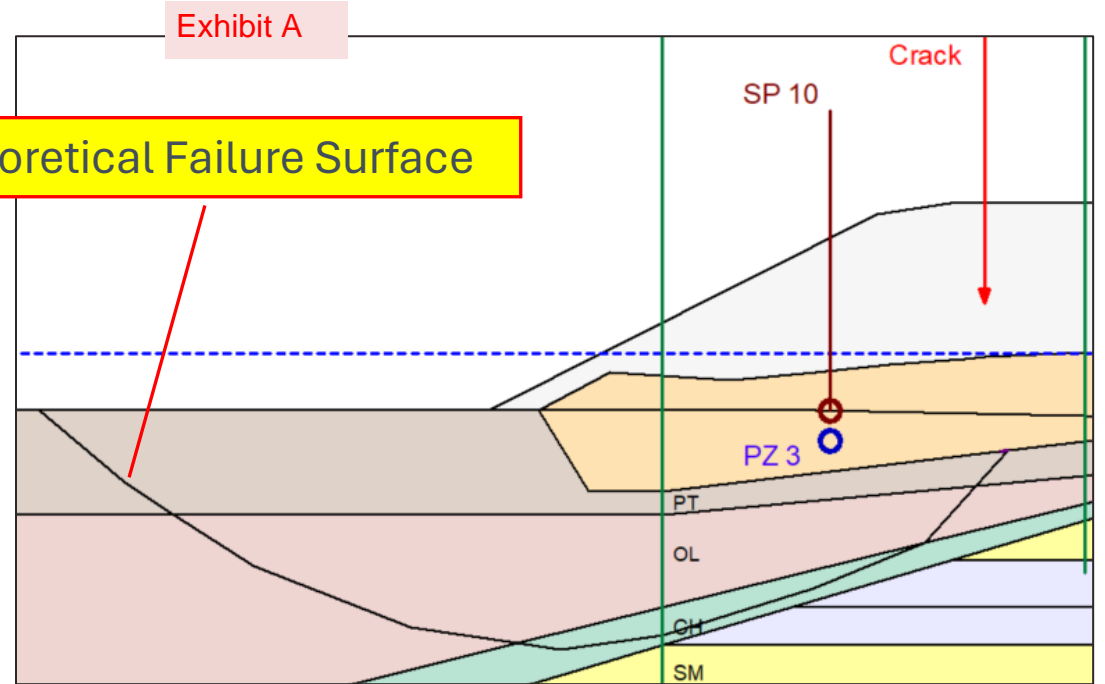
- ▶ Non-technical/less sensitive to process
- ▶ Effective/reliable
- ▶ Can be pursued immediately
- ▶ Additional fill required
 - Assume select for ~ 50%, common otherwise
- ▶ Still requires surcharging and monitoring
- ▶ Right-of-way/wetland impacts
 - Permitting
 - Disturbance (heaving)
 - Restoration



B

Excavate/replace

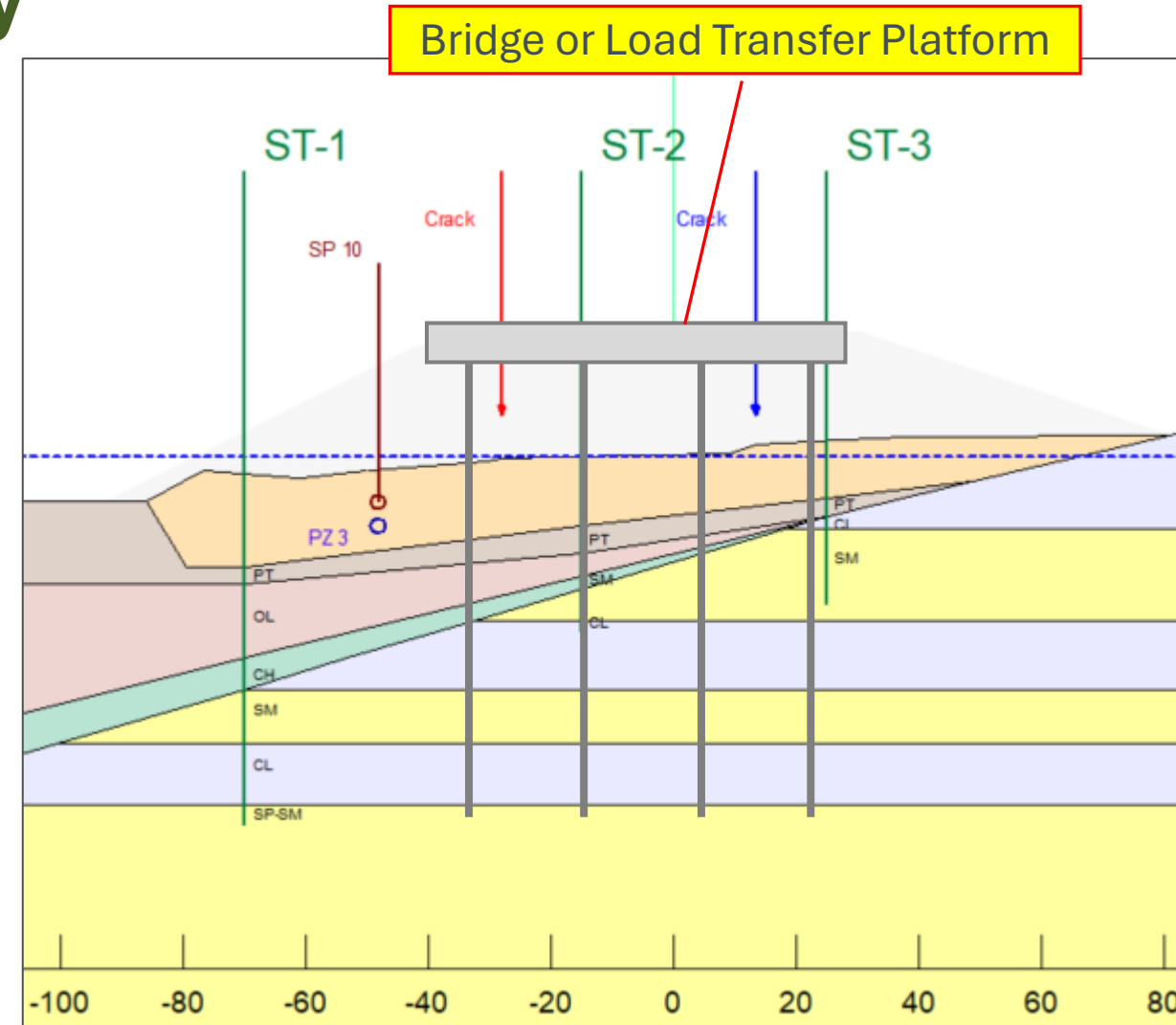
- ▶ Significant/unconfirmed excavation depths and dewatering requirements
- ▶ Vulnerable to excavation instability
- ▶ Excavation/dewatering plan required
- ▶ Additional fill required
 - Likely more than for displacement due to excavation stability requirements
- ▶ Surcharging/monitoring recommended
- ▶ Right-of-way/wetland impacts
 - Permitting
 - Disturbance
 - Restoration



B

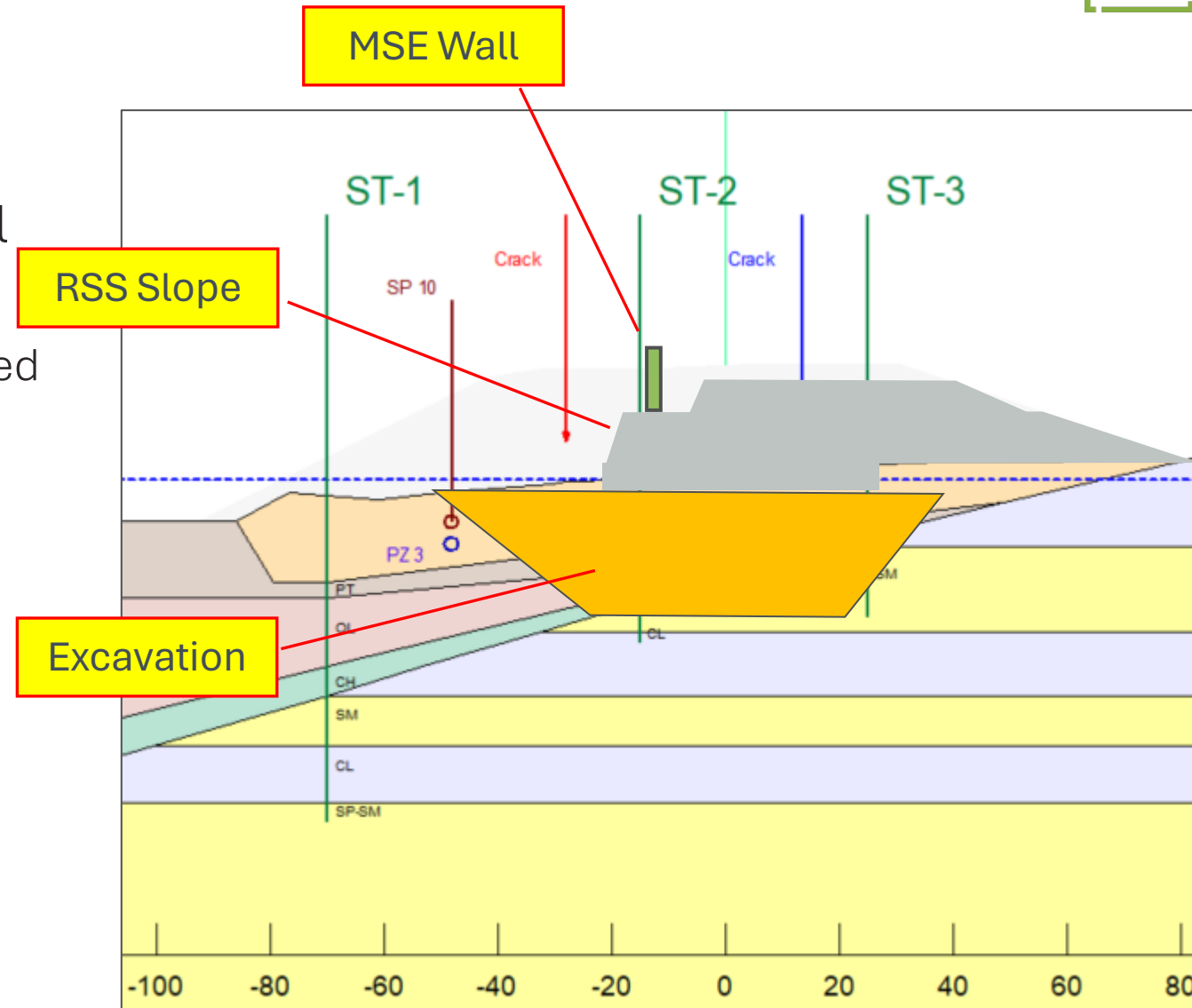
Stabilize/Avoid Structurally

- ▶ Bridge or Load Transfer Platform likely
- ▶ Anticipated length ~ 300 feet min
 - Approach settlement considerations
- ▶ Foundation depths ~ 40 to 70 feet
 - Quality of bearing strata
 - Lateral load considerations
 - Down drag considerations
- ▶ Delay for additional design effort
 - Geotechnical borings/analysis
 - Civil
 - Structural
- ▶ Permitting?



Realign with additions

- ▶ Goal to limit excavation/replacement vol
- ▶ Offset of ~ 30 feet likely required
 - Excavation volumes not substantially reduced otherwise
- ▶ RSS slope and/or MSE wall would help
 - Steeper slope than without reinforcement
 - MSE provides near vertical grade separation
- ▶ Excavation still required
- ▶ Delay for additional design effort
 - Geotechnical borings/analysis
 - Civil
 - Structural
- ▶ Permitting?



EUREKA

CONSTRUCTION, INC.








Cost Detail

Project Name: Station 73 - Transit And Regional Improvement Program Job Number: 25005 Bid Number: 25034 Bid As: Prime Estimator: Dylan Olson Project Address: Completion Date:	Customer: City Of Plymouth Billing Address: 3400 Plymouth Boulevard Plymouth, MN 55447 Phone: Contact:
--	--

Change Order: 04 - CSAH 73 Surcharge

Pay Items

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
D 1 - COMMON BORROW (LV)	37,000.00	LCY	\$15.61	\$577,417.44	\$15.61	\$577,570.00	0.03%
D Placing Common Borrow	37,000.00	LCY	\$15.61	\$577,417.44			
D Placing Aggregate Roadway Or Parking Lot (300.00 LCY/PH, 12.33 DY)	37,000.00	LCY	\$3.64	\$134,527.44			
D Trucking 1 Way Common Quad	37,000.00	LCY	\$11.97	\$442,890.00			
D 2 - SELECT GRANULAR BORROW (LV)	12,000.00	LCY	\$22.63	\$271,605.78	\$22.63	\$271,560.00	-0.02%
D Placing Select Granular	12,000.00	LCY	\$22.63	\$271,605.78			
D Placing Aggregate Roadway Or Parking Lot (200.00 LCY/PH, 6.00 DY)	12,000.00	LCY	\$5.45	\$65,445.78			
D Trucking 1 Way Select Quad	12,000.00	LCY	\$17.18	\$206,160.00			
D 3 - EXCAVATION - MUCK	2,500.00	LCY	\$31.46	\$78,640.10	\$31.46	\$78,650.00	0.01%
D Excavate Muck & Haul Offsite	2,500.00	LCY	\$29.99	\$74,980.10			
D Excavate To Excess (450 Exc) (75.00 LCY/PH, 3.33 DY)	2,500.00	LCY	\$15.35	\$38,380.10			
D Trucking Export 1 Way Common Quad	2,500.00	LCY	\$14.64	\$36,600.00			
D Analytical Testing By Others	0.00	LS	\$0.00	\$0.00			
D Prime Markup - Extra Work	1.00	LS	\$3,660.00	\$3,660.00			
P Materials Markup 15%	0.15	LS	\$0.00	\$0.00			
P Subcontractor Markup 10%	0.10	LS	\$0.00	\$0.00			
P Trucking Markup 10%	0.10	LS	\$36,600.00	\$3,660.00			
P Miscellaneous Markup 10%	0.10	LS	\$0.00	\$0.00			
D 4 - ACCESS	1.00	LS	\$108,132.71	\$108,132.71	\$108,132.71	\$108,132.71	0.00%
D Excavation Slope For Access Road	3,973.00	BCY	\$12.90	\$51,245.98			
D Structure Excavation (330 Exc) (100.00 BCY/PH, 3.97 DY)	3,973.00	BCY	\$12.90	\$51,245.98			
D Excavation Restore Access Road	3,973.00	BCY	\$9.16	\$36,372.97			
D Structure Backfill (330 Exc) (150.00 BCY/PH, 2.65 DY)	3,973.00	BCY	\$9.16	\$36,372.97			
D Placing Fabric	2,383.00	SY	\$4.31	\$10,260.80			
D Structure Excavation (330 Exc) (250.00 SY/PH, 0.95 DY)	2,383.00	SY	\$3.52	\$8,385.84			
D Geotextile Fabric Type I	2,978.75	SY	\$0.63	\$1,874.96			
D Remove Fabric	2,383.00	SY	\$2.01	\$4,792.92			
D Structure Excavation (330 Exc) (500.00 SY/PH, 0.48 DY)	2,383.00	SY	\$1.76	\$4,192.92			
D Dumpster	1.00	LS	\$600.00	\$600.00			
D Remove Existing BMPs	1.00	LS	\$4,998.79	\$4,998.79			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
(Item 4 - ACCESS continued)							
 Structure Excavation (330 Exc) (5.00 PH/LS, 0.50 DY)	1.00	LS	\$4,398.79	\$4,398.79			
 Dumpster	1.00	LS	\$600.00	\$600.00			
 Prime Markup - Extra Work	1.00	LS	\$461.24	\$461.24			
 Materials Markup 15%	0.15	LS	\$3,074.96	\$461.24			
 Subcontractor Markup 10%	0.10	LS	\$0.00	\$0.00			
 Trucking Markup 10%	0.10	LS	\$0.00	\$0.00			
 Miscellaneous Markup 10%	0.10	LS	\$0.00	\$0.00			

CITY OF PLYMOUTH

RESOLUTION No. 2025-282

RESOLUTION CHANGE ORDER No. 1 FOR THE STATION 73 TRIP PROJECT (ST230003)

WHEREAS, the City of Plymouth as the owner, and Eureka Construction, Inc. as the contractor, have entered into an agreement for the Station 73 TRIP Project. Said agreement was approved by the City Council on May 27, 2025; and

WHEREAS, changes were made during construction that are not covered under the city's contract with Eureka Construction, Inc.; and

WHEREAS, Change Order No. 1 was incorporated into the project scope and includes placement of additional embankment material on the new alignment of County Road 73, construction of an access road, and muck excavation; and

WHEREAS, Change Order No. 1 includes additional work to accommodate and address changes in site conditions related to unforeseen poor soils beneath the new alignment of County Road 73 in the wetland area.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that Change Order No. 1 in the amount of \$944,115 is approved.

APPROVED by the City Council on this 10th day of November, 2025.