

**CITY OF PLYMOUTH
AGENDA
Regular City Council
Council Chambers
3400 Plymouth Boulevard, Plymouth, MN
April 28, 2026, 7:00 PM**

- 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. PLYMOUTH FORUM** - Individuals may address the council about any item not contained on the regular agenda. A maximum of three minutes is allotted per individual with a total of 15 minutes for the forum. If the full 15 minutes are not needed for the forum, the City Council will continue with the agenda. The City Council will take no official action on items discussed at the forum, with the exception of referral to staff or commission or committee for future report.
- 4. PRESENTATIONS AND PUBLIC INFORMATION ANNOUNCEMENTS**
 - 4.1** Announce Plymouth Crime and Fire Prevention Fund's Waffle Breakfast on May 17 at Fire Station III
 1. Flyer
 - 4.2** Oath of Office for Police Officer Ryan Mjolsness (Public Safety Director Erik Fadden and City Clerk/Administrative Coordinator Jodi Gallup)
 - 4.3** Receive update from Three Rivers Park District Commissioner Marge Beard
 1. Presentation
- 5. APPROVE AGENDA** - Council members may add items to the agenda including items contained in the Council Information Memorandum for discussion purposes or staff direction only. The council will not normally take official action on items added to the agenda.
- 6. CONSENT AGENDA** - These items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a council member or individual so requests, in which event the item will be removed from the consent agenda and placed elsewhere on the agenda.
 - 6.1** Adopt proposed minutes
 1. April 13 Special
 2. April 13 Regular
 - 6.2** Approve disbursements
 1. Invoice Expense Distribution
 2. City Council Resolution 2026-104

- 6.3** Approve final closeout for the Ponderosa Woods Stream Restoration Project (WR210003)
 - 1. Location Map
 - 2. Pay Application 3 and Final
 - 3. City Council Resolution 2026-105
- 6.4** Approve professional services contract with Workday
 - 1. Agreement
 - 2. City Council Resolution 2026-106
- 6.5** Approve statement of work contract with Workday
 - 1. Agreement
 - 2. City Council Resolution 2026-107
- 6.6** Award contract for the Plymouth Creek Stream Restoration Project - Phase 1 (WR250001)
 - 1. Plymouth Creek Stream Project Location
 - 2. Bid Tabulation
 - 3. Letter of Recommendation
 - 4. City Council Resolution 2026-108
- 6.7** Approve first amendment to the lease agreement with Cellco Partnership d/b/a Verizon Wireless for the water tower located at 4425 Zachary Lane
 - 1. Location Map
 - 2. Original Lease
 - 3. Certificate of Merger
 - 4. Lease Amendment
 - 5. City Council Resolution 2026-109
- 6.8** Designate engineer for development of a comprehensive sanitary sewer hydraulic model
 - 1. Agreement
 - 2. City Council Resolution 2026-110
- 6.9** Designate engineer for the Vinewood Lane Improvement Project (ST279005)
 - 1. Location Map
 - 2. Agreement
 - 3. City Council Resolution 2026-111
- 6.10** Approve a Planned Unit Development (PUD) amendment to allow an indoor sports/fitness/commercial recreation business at 2155 Niagara Lane (Thorney Training LLC -- 2026012)
 - 1. Planning Commission Minutes 4-15-26
 - 2. Planning Report
 - 3. Location Map
 - 4. Floor Plan

5. Site Plan
6. Thorney Traning LLC - Application Packet
7. City Council Ordinance 2026-04
8. City Council Resolution 2026-112
9. City Council Resolution 2026-113

6.11 Approve temporary on-sale liquor licenses for Plymouth Civic League for events on June 12, 2026, July 17, 2026, August 28, 2026 and October 1, 2026

1. City Council Resolution 2026-114
2. City Council Resolution 2026-115
3. City Council Resolution 2026-116
4. City Council Resolution 2026-117

7. PUBLIC HEARINGS

7.1 Public Hearing for the on-sale intoxicating liquor license applications with Sunday sales of LTF Club Operations Company, Inc. d/b/a Life Time, 3600 Plymouth Boulevard

1. Property Owners within 500'
2. Location Map
3. Life Time Floor Plans
4. City Council Resolution 2026-118

8. GENERAL BUSINESS

8.1 Adopt ordinance amending Plymouth City Code Section 1150 concerning tobacco and related products and Section 1010 concerning license fees and adopt resolution approving summary publication of the ordinance

1. Presentation
2. City Council Ordinance 2026-05
3. (Tabled to 5/12) Resolution

9. REPORTS AND STAFF RECOMMENDATIONS

10. ADJOURNMENT

To: Dave Callister, City Manager

Prepared by: Andrew Etzel, Fire Chief

Reviewed by: Erik Fadden, Public Safety Director

Item: **Announce Plymouth Crime and Fire Prevention Fund's
Waffle Breakfast on May 17 at Fire Station III**

1. Action Requested:

The Plymouth Crime and Fire Prevention Fund will be holding a waffle breakfast on Sunday, May 17 from 8 a.m. to 12:30 p.m. at Fire Station III, 3300 Dunkirk Lane.

2. Background:

Not applicable.

3. Budget Impact:

Not applicable.

4. Attachments:

1. Flyer

PLYMOUTH FIREFIGHTERS

WAFFLE BREAKFAST

SUNDAY, MAY 17 | 8 A.M. TO 12:30 P.M.

Fire Station 3 - 3300 Dunkirk Ln. N

ALL YOU CAN EAT

waffles, sausage, juice and coffee

(gluten free option available)



TICKETS:

\$9 in advance

(\$4 - ages 10 and younger)

\$10 at the door

(\$5 - ages 10 and younger)

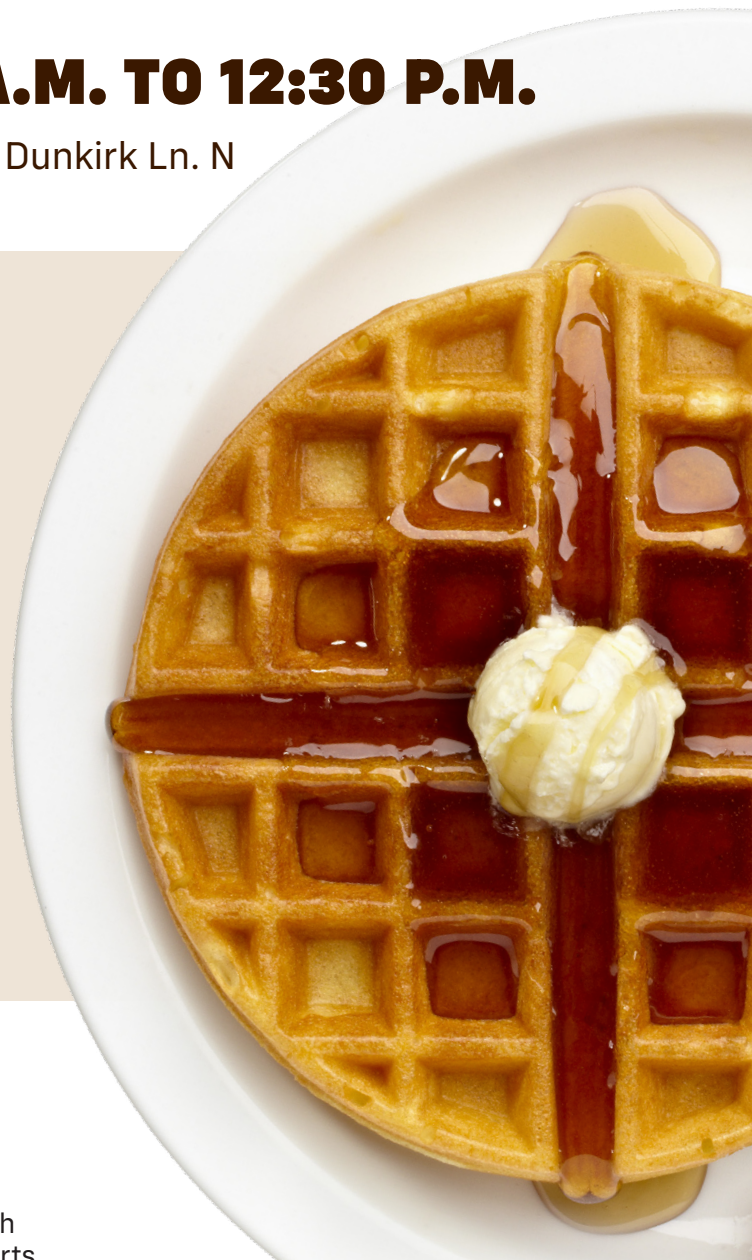


scan QR code to purchase tickets in advance
or visit givemn.org/story/2026PFDwaffles



PLYMOUTH
**CRIME & FIRE
PREVENTION FUND**

Proceeds from the event benefit the Plymouth
Crime and Fire Prevention Fund, which supports
the Plymouth Public Safety Department.



Touch-A-Truck!

Public safety vehicles will be on display
to touch and inspect, including the
newest Fire Engine 31



To: Dave Callister, City Manager

Prepared by: Erik Fadden, Public Safety Director

Reviewed by:

Item: Oath of Office for Police Officer Ryan Mjolsness (Public Safety Director Erik Fadden and City Clerk/Administrative Coordinator Jodi Gallup)

1. Action Requested:

City Clerk to administer the oath of office to Officer Ryan Mjolsness.

2. Background:

Not applicable

3. Budget Impact:

Not applicable

4. Attachments:

To: Dave Callister, City Manager

Prepared by: Jodi Gallup, City Clerk

Reviewed by: Amanda Kaufman, Deputy City Manager

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

1. Action Requested:

Receive update from Three Rivers Park District Commissioner Marge Beard.

2. Background:

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

3. Budget Impact:

Not applicable.

4. Attachments:

1. Presentation



ThreeRivers

PARK DISTRICT

Marge Beard

Commissioner, District 1

763-559-6758

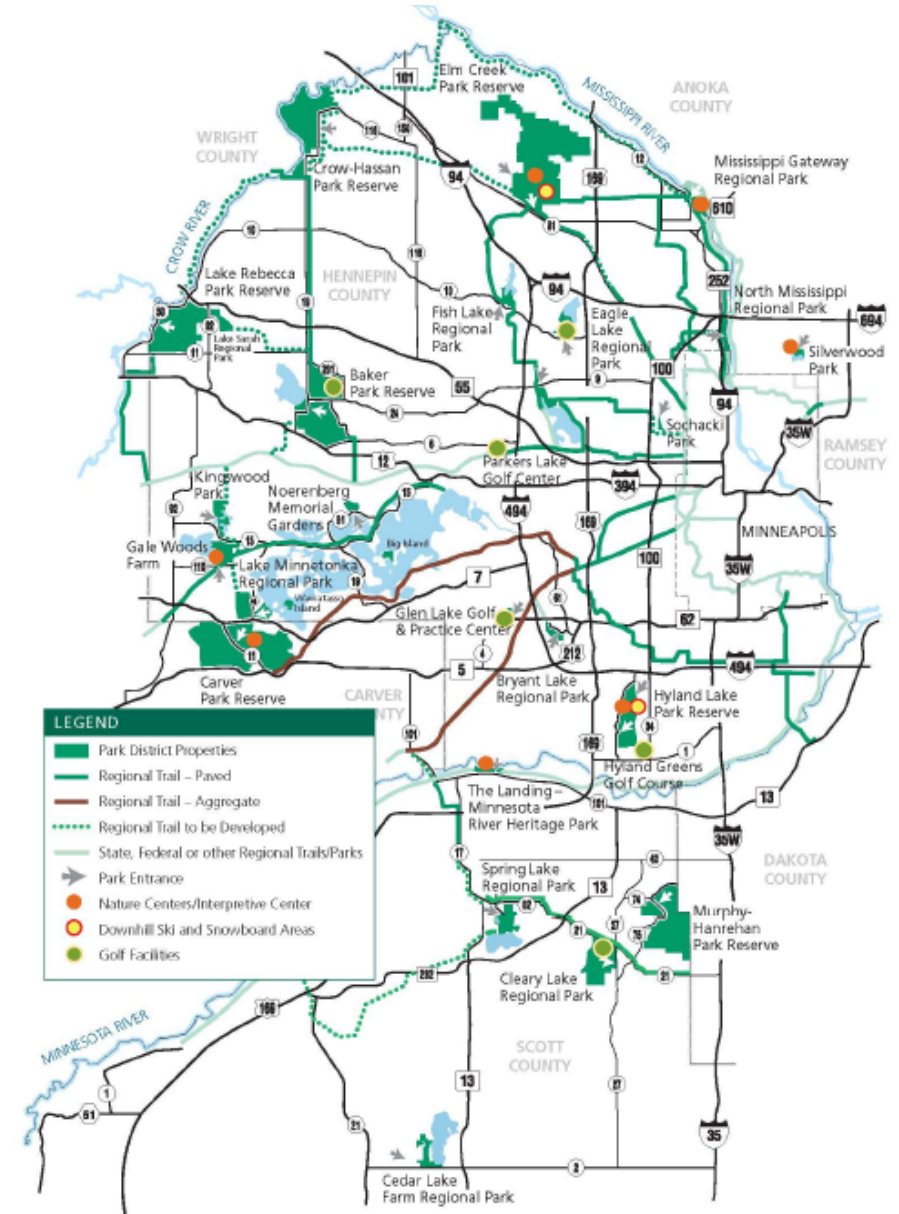
Marge.Beard@ThreeRiversParks.org

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

Who we are

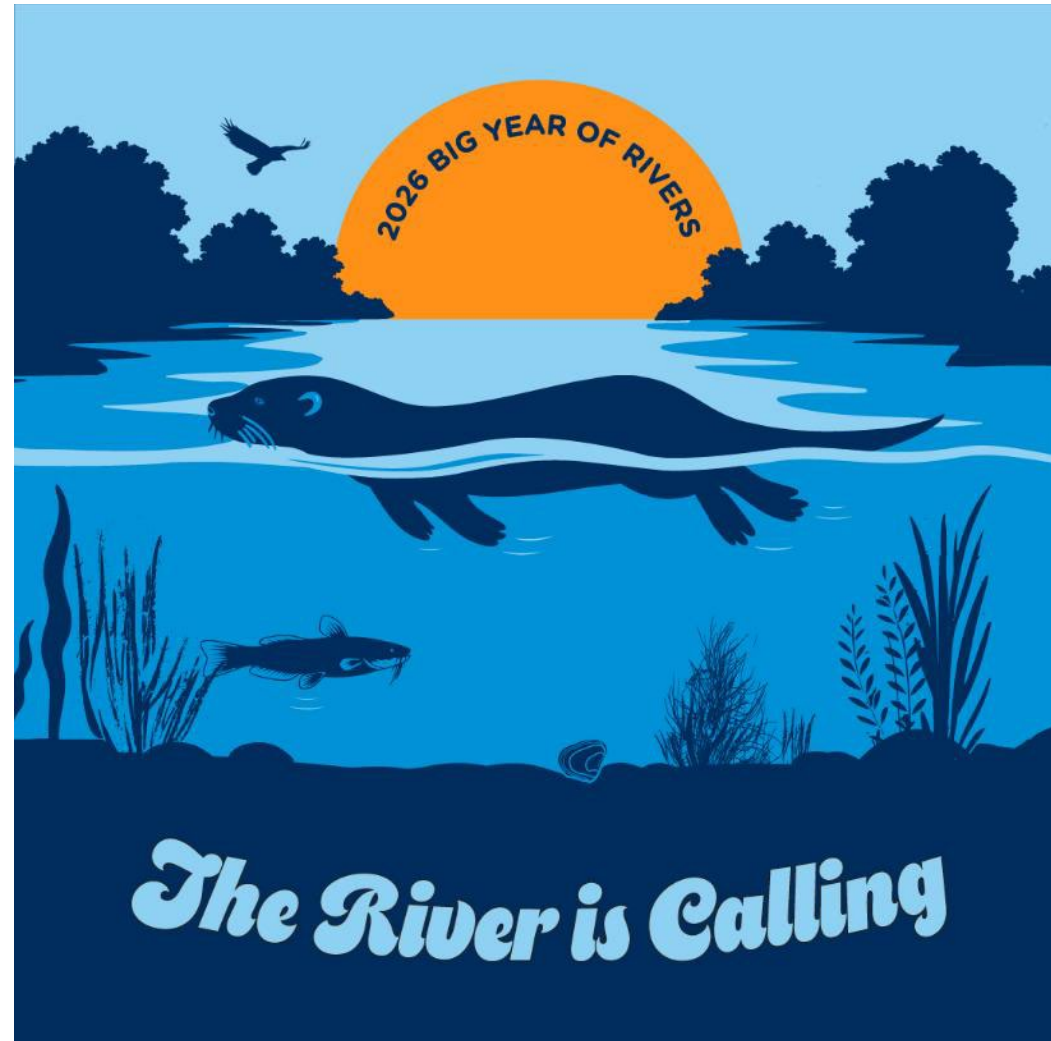
- **Park District was established in 1957 by state Legislature**
- **Board of Commissioners – 5 elected; 2 appointed**
- **Three Rivers Park District includes suburban Hennepin County**
- **Partnership with Scott County**

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



Natural Resources

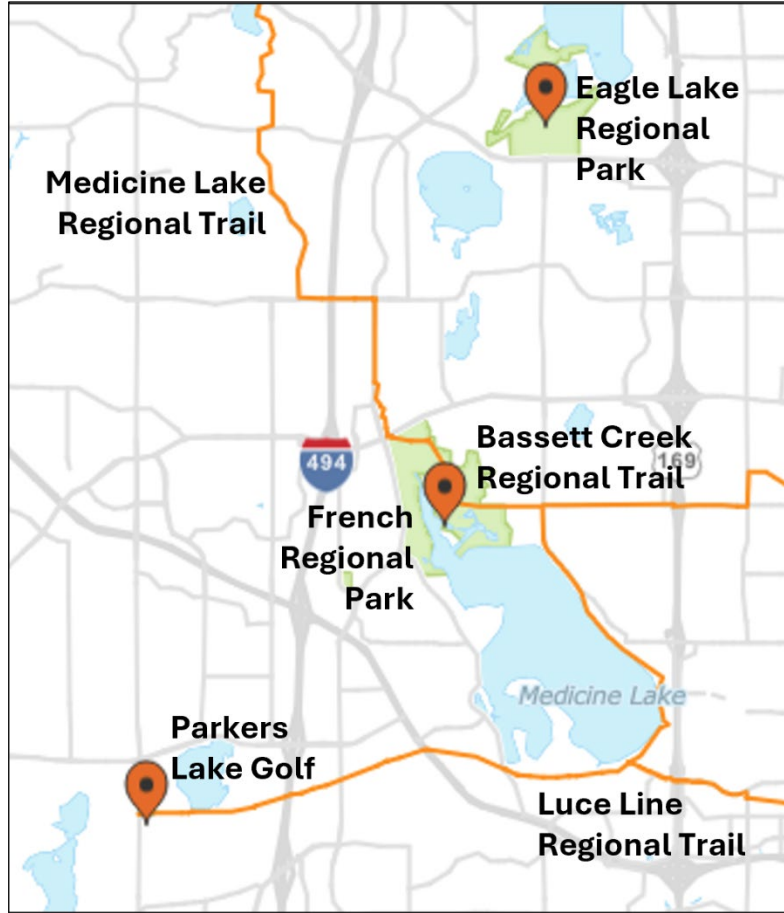




Recreation



Three Rivers parks and trails in Plymouth





Coming up

May 31

**Turtle Fest at
French Regional
Park**

Moving forward



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

Thank you!

Comments/questions?



To: Dave Callister, City Manager

Prepared by: Jodi Gallup, City Clerk

Reviewed by: Amanda Kaufman, Deputy City Manager

Item: **Adopt proposed minutes**

1. Action Requested:

Adopt proposed minutes.

2. Background:

Not applicable.

3. Budget Impact:

Not applicable.

4. Attachments:

1. April 13 Special
2. April 13 Regular

Proposed Minutes Special Council Meeting April 13, 2026

Deputy Mayor Gregor called a Special Meeting of the Plymouth City Council to order at 5:00 p.m. at Plymouth City Hall, 3400 Plymouth Boulevard, on April 13, 2026.

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

COUNCIL ABSENT: Mayor Wosje.

STAFF PRESENT: City Manager Callister, Deputy City Manager Kaufman, Public Works Director Thompson, Deputy Chief Gilmore, Community and Economic Development Director Fernelius, Finance Director Rich, Human Resources Director Timpone, Fire Chief Etzel, City Engineer/Deputy Public Works Director Payne, Engineering Services Manager McKenzie, Transit Administrator Kasin, Parks and Forestry Projects Supervisor Rippe, Recreation Supervisor Koch and City Clerk/Administrative Coordinator Gallup.

Review transportation planning and update on Plymouth Metrolink

Staff discussed transportation planning through a Complete Streets Policy approach. Council asked questions and provided feedback on traffic safety initiatives, roundabouts and four to three lane conversion.

Staff provided a Plymouth Metrolink transit update and a summary of the Highway 55 Bus Rapid Transit study findings. Additionally, staff briefly discussed recent legislative activity. Council asked questions and provided feedback.

Review Park Dedication and Park Replacement funds

Staff provided background information on the various funding mechanisms for the city's park system through Park Dedication funds and Park Replacement funds. Council asked questions and provided feedback.

Set future study sessions and agenda topics

This item was moved to the regular meeting agenda.

Adjournment

Deputy Mayor Gregor adjourned the meeting at 6:45 p.m.

Jodi M. Gallup, City Clerk/Administrative Coordinator

Proposed Minutes Regular City Council Meeting April 13, 2026

Deputy Mayor Gregor called a Regular Meeting of the Plymouth City Council to order at 7:00 p.m. in the Council Chambers of City Hall, 3400 Plymouth Boulevard, on April 13, 2026.

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

COUNCIL ABSENT: Mayor Wosje.

STAFF PRESENT: City Manager Callister, Deputy City Manager Kaufman, Public Works Director Thompson, Deputy Chief Gilmore, Community and Economic Development Director Fernelius, Finance Director Rich, Human Resources Director Timpone, Fire Chief Etzel, City Engineer/Deputy Public Works Director Payne, Assistant City Engineer Shamla, Engineering Project Manager Miller, City Attorney Brooksbank, Deputy City Clerk Gottschalk and City Clerk/Administrative Coordinator Gallup.

Plymouth Forum

Joni Sutton, Plymouth Civic League, invited community members to Luce Line Brewing this Thursday to promote Music in Plymouth.

Kevin Peterson, Ward 2 resident, noted the Minnesota statute regarding non-partisan city council members.

Scott Johnson, Ward 2 resident, noted the city council listening sessions for April and May.

Edwin Bodey, Ward 4 resident, expressed his frustration with the snowplow damage in his yard.

Greg Gibson, Ward 1 resident, noted a successful national hockey tournament and expressed appreciation to various individuals and city departments.

Presentations and Public Information Announcements

There were no presentations.

Approval of Agenda

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

Consent Agenda

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

- (6.1) Council minutes from regular meeting of March 25, 2026.
- (6.2) Resolution approving disbursements ending April 3, 2026 (Res2026-090).
- (6.3) Resolution approving Change Order No. 1 for Plymouth Creek Trail (PR260006) (Res2026-091).
- (6.4) Resolution electing not to waive the statutory tort limits for liability insurance (Res2026-092).
- (6.5) Resolution approving the application and allocation of program year 2026 Community Development Block Grant Program funds (Res2026-093).
- (6.6) Resolution approving the collateral assignment and subordination of development agreement and TIF note (Res2026-094).
- (6.7) Resolution approving final plat for South Shore Drive, LLC, for “Shorewood Enclave Phase 2” for property located at 10900 South Shore Drive (2026011) (Res2026-095).
- (6.8) Resolution approving hot mix asphalt prices for 2026 (Res2026-096).

With all members voting in favor, the motion carried.

Public Hearings

(7.1) Public hearing on proposed amendments to the tobacco licensing ordinance

City Clerk/Administrative Coordinator Gallup presented this item, provided background information and briefly described the proposed amendments to the tobacco licensing ordinance and the current tobacco-free policy. She noted the letters received, meetings held and communications to the community regarding the proposed amendments. She noted that some item changes including prohibiting flavored tobacco products received a lot of feedback, while other items did not.

Deputy Police Chief Gilmore addressed public safety concerns, especially as it relates to the youth population. He briefly explained the diversion program, which helps educate youth on the effects of tobacco use. He also stated that violations follow the license holder, not the business.

Deputy Mayor Gregor opened the public hearing.

Said Ahmed, Association for Nonsmokers, expressed his support for the ordinance.

Tracy Vining, Plymouth BP, expressed her concern with the ordinance changes and the financial impact they may have.

Anan Barbaraiol, Smokies Tobacco, expressed his concern with the flavored tobacco products ban.

Dan Robbins, Plymouth Station Holiday, reiterated the loss of revenue from the potential ban of flavored tobacco.

Lisa Mattson, MN Medical Association, expressed her support for the commercial tobacco ordinance and recommended ending flavored tobacco.

Jackie Siewert, Hennepin County Public Health, expressed her support for the ordinance and noted tobacco statistics as it relates to youth.

Bruce Nustad, Minnesota Retailers, agreed with the prevention of youth tobacco use and suggested further enforcement of youth access.

Shivam Sirvastava, Minnesota Youth Council, expressed his support for the removal of all flavored tobacco products in order to keep them out of the hands of youth.

Michelle Rheault, resident, noted her support for the proposed amendments to the ordinance.

Emily Borman-Sharp, resident, expressed her support for the ordinance in its entirety and noted the long-term effects of tobacco use.

My Linh Nguyen, Association for Nonsmokers, noted the negative effects of flavored tobacco products and suggested increasing the price of tobacco products.

Katie Engman, Association for Nonsmokers, expressed her support of the ordinance.

Emily Myatt, American Cancer Society/Cancer Action Network, encouraged the end of all flavored tobacco products and expressed her support for the ordinance.

Emily Anderson, Association for Nonsmokers, spoke in strong support of the ordinance.

Aaron Mackisey, PMI US, suggested alternatives to the ordinances.

Amanda Hagerman, PMI US, suggested that flavored tobacco products are a less harmful type of smoking.

Dana Carroll, University of Minnesota, expressed her support for the ordinance and noted the unintended consequences of the removal of all flavored tobacco products.

Ahmad Mutah, Plymouth Tobacco & E-Cig, noted the flavor ban would significantly affect his business and opposes the ordinance.

Julie Olson, Resident, expressed her support for some of the ordinance amendments.

Marleny Huerta Apanco, resident, expressed her support for this ordinance and noted that nicotine pouches are not nicotine-free.

Michael Garber, resident, expressed his support for the ordinance changes.

Deputy Mayor Gregor closed the public hearing.

In response to questions from the City Council, City Clerk/Administrative Coordinator Gallup, Deputy Police Chief Gilmore and City Attorney Brooksbank provided the following information:

- Noted the use of an age verification system is not required
- Buffer zone variance would be allowed for existing locations, but existing businesses would not be able to relocate within the buffer
- No data on revenue from coupon use
- No opposition from license holders regarding fees

City Council had a robust discussion regarding penalties for the underage sales of tobacco products, the number of new licenses and thoughts around the banning of flavored tobacco products.

Motion was made by Councilmember Spoonheim, and seconded by Councilmember Pointner, to direct staff to bring back the ordinance amending the tobacco licensing as presented to the April 28 meeting for action. With members Peterson, Pointner, Nelson, Spoonheim and Gregor voting in favor and member Aldrich voting against, the motion carried 5-1.

Deputy Mayor Gregor called for a short recess at 9:15 p.m.

Deputy Mayor Gregor reconvened the meeting at 9:22 p.m.

General Business

(8.1) Order improvement, adopt assessments and award contract for the 2026 Street Rehabilitation Project (ST269002)

Deputy Mayor Gregor noted this was a carryover item from March 24, 2026, and was moved to this meeting due to the need for a super majority vote.

Engineering Project Manager Miller presented this item and provided a brief review of the street rehabilitation projects for each of the distinct neighborhoods.

Motion was made by Councilmember Aldrich, and seconded by Councilmember Pointner, to adopt Resolution ordering improvement for the 2026 Street Rehabilitation Project (ST269002) (Res2026-097), Resolution adopting assessments for 2026 Street Rehabilitation Project (ST269002) (Res2026-098), and Resolution awarding contract for the 2026 Street Rehabilitation Project (ST269002) (Res2026-099). With all members voting in favor, the motion carried.

(8.2) Order improvement, adopt assessments, award contract, approve supplemental agreement and approve a temporary construction easement agreement for the 2026 Street Reconstruction Project (ST269001)

Assistant City Engineer Shamla presented this item and described the locations. He stated that information regarding the infiltration basin was well received and noted the city arborist will work with residents to lessen the impact and maintain similar foliage. He also stated emergency vehicles will maintain access. He also noted the positive communication between residents and city staff.

Scott Johnson, resident, discussed the protected black trillium plant and expressed his frustration with the cost burden to residents.

Motion was made by Councilmember Aldrich, and seconded by Councilmember Nelson, to adopt Resolution ordering improvement for the 2026 Street Reconstruction Project (ST269001) (Res2026-100), Resolution adopting assessments for the 2026 Street Reconstruction Project (ST269001) (Res2026-101), Resolution awarding contract and approving supplemental agreement for the 2026 Street Reconstruction Project (ST269001) (Res2026-102), Resolution approving grant of temporary construction easement agreement with Fourth Baptist Church, Inc. For the 2026 Street Reconstruction Project (ST269001) (Res2026-103). With all members voting in favor, the motion carried.

Reports and Staff Recommendations

Deputy City Manager Kaufman provided the following dates and times for upcoming study session topics:

- April 28 at 5 p.m. — State of the water and sewer systems & watershed districts overview
- May 26 at 5 p.m. — Joint session with the HRA
- June 23 at 5 p.m. — Legislative update
- July 14 at 5 p.m. — Business Outlook & Economic Development Strategic Plan
- July 28 at 5 p.m. — Long-term financial forecasting

Council discussed using the City Council study session topic proposal form to request future study session topics.

Adjournment

Deputy Mayor Gregor adjourned the regular meeting at 9:47 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:

Approve disbursements ending April 17, 2026.

2. Background:

Not applicable.

3. Budget Impact:

Not applicable.

4. Attachments:

1. Invoice Expense Distribution
2. City Council Resolution 2026-104

Invoice Expense Distribution for Period Ended 4/17/26 Council Meeting 4/28/26

FUND	100	General Fund	424,776.57
	200	Recreation Fund	37,607.69
	210	Parker's Lake Cemetery Maint	0.00
	215	Destination Marketing Org Fund	9,452.79
	220	Transit System Fund	5,287.91
	234	Economic Development Fund	0.00
	240	Lawful Gambling	1,500.00
	250	Comm Dev Block Grant Fund	0.00
	254	HRA Section 8 Fund	710.00
	254	HAP Check Summary	13,718.02
	255	Brint It Home	1,391.01
	258	HRA General Fund	1,047.88
	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	420,691.21
	401	Minnesota State Aid Fund	0.00
	404	Community Improvement	0.00
	405	Park Replacement Fund	0.00
	406	Street Reconstruction Fund	0.00
	407	Project Administration Fund	0.00
	408	Park Construction	0.00
	409	Capital Improvement Fund	0.00
	412	Water Sewer Replace	0.00
	413	Improvement Project Construction	83,253.55
	417	Project Warranty Repairs	0.00
	418	Utility Trunk System Expansion	0.00
	420	Water Sewer Construction	0.00
	421	ENT-Water Resources Constrctn	0.00
	422	TIF 7-4 PTP Construction	0.00
	423	TIF 7-5 Rottlund (Const)	0.00
	424	TIF 7-6 Berkshire	0.00
	425	TIF Housing Assistance Program	0.00
	426	TIF 7-7 Stonecreek	0.00
	427	TIF 1-1 Shops at Plymth Crk	0.00
	428	TIF 1-2 Vicksburg Commons	0.00
	429	TIF HRA 1-3 Crossroads Station	0.00
	432	TIF 7-8 Quest	0.00
	433	TIF 7-9 Four Seasons	0.00
	434	TIF 7-10 Sands	0.00
	435	Plymouth Creek Center Expansion	0.00
	436	Doran Bassett Creek	0.00
	437	CON - Fire Stations	0.00
	438	TIF 7-12-Prudential/Blvd	0.00
	439	TIF 7-13-Plymouth Plaza	1,800.00
	500	Water Fund	161,591.81
	510	Water Resources Fund	143,558.37
	520	Sewer Fund	772,137.69
	530	Solid Waste Management Fund	253,535.75
	540	Ice Center Fund	13,838.01
	550	Field House Fund	4,491.22
	600	Central Equipment Fund	147,802.96
	610	Public Facilities Fund	89,810.15
	620	Information Technology Fund	77,181.77
	630	Risk Management Fund	47,580.12
	640	Employee Benefits Fund	437,315.62
	660	Resource Planning	0.00
	700	Parkers's Lake Cemetery	0.00
	800	Investment Trust Fund	0.00
	850	Plymouth Town Square	51,822.50
	851	Vicksburg Crossing	0.00

Total Invoice Expense Distribution:

3,201,902.60

CITY OF PLYMOUTH

RESOLUTION No. 2026-104

RESOLUTION APPROVING DISBURSEMENTS ENDING APRIL 17, 2026

WHEREAS, a list of disbursements for the period ending April 17, 2026, 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	\$ 480,015.97
Construction & Debt Service	\$ 505,744.76
Enterprise & Internal Service	\$2,200,665.97
Housing Redevelopment	<u>\$ 1,757.88</u>
Check Register Total	\$ 3,188,184.58

US Bank – Housing Assistance Payments

Housing & Redevelopment Authority	<u>\$ 13,718.02</u>
	\$ 13,718.02
GRAND TOTAL FOR ALL FUNDS	\$3,201,902.60

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

EFT	112,468.44
Check (183103-183448)	3,075,716.14
Total	3,188,184.58

APPROVED by the City Council on this 28th day of April, 2026.

To: Dave Callister, City Manager

Prepared by: Ben Scharenbroich, Water Resources Supervisor

Reviewed by: Michael Thompson, Public Works Director

Item: **Approve final closeout for the Ponderosa Woods Stream Restoration Project (WR210003)**

1. Action Requested:

Adopt resolution approving final closeout for the Ponderosa Woods Stream Restoration Project (WR210003).

2. Background:

This project consisted of erosion corrections, bank slope grading, storm sewer pipe maintenance and minor dredging of accumulated sediment in the stream in the Ponderosa Woods neighborhood north of 18th Avenue and west of West Medicine Lake Drive. Also included were vegetation enhancements (tree thinning and buckthorn removal) which will help reduce erosion in the stream/channel and improve the water quality within Medicine Lake.

The work has been completed and certified as meeting project specifications by the city engineer. Warranty items that arise will be completed as necessary through the remainder of the warranty period.

3. Budget Impact:

This project is included in the 2025-2034 Capital Improvement Plan (CIP) with a budget of \$363,000. At project completion, the total cost was \$332,267.80. Funding for the project was initially from the Water Resources Fund and has been fully reimbursed by the Bassett Creek Watershed Management Commission.

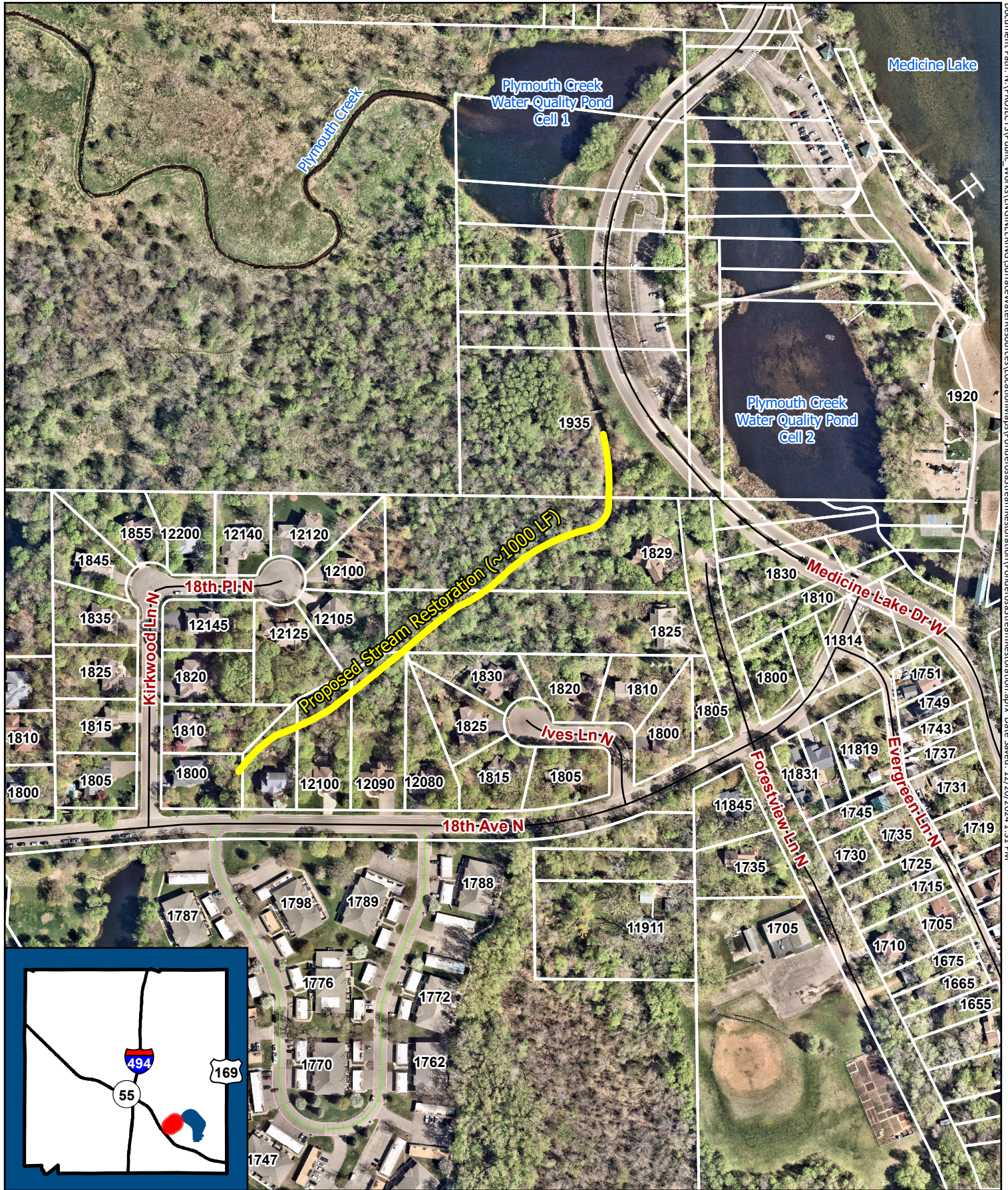
The project cost and funding sources are listed below.

Project Cost	Amount
Improvements	\$236,489.80
Engineering, Inspection, and Administration	\$95,778.00
Total	\$332,267.80

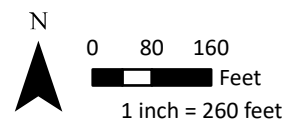
Project Funding	Amount
Bassett Creek Watershed Management Commission	\$332,267.80
Total	\$332,267.80

4. Attachments:

1. Location Map
2. Pay Application 3 and Final
3. City Council Resolution 2026-105



**Ponderosa Woods Stream
Restoration Project**
Project # WR210003





Ponderosa Woods Stream Restoration Project
Pay Voucher 3 & Final

City of Plymouth
Project #: WR210003
PO #: 2025-00000290

Sunram Construction, Inc.
20010 75th Avenue N
Corcoran, MN 55340

Original Contract Amount:	\$	238,685.00
Contract Changes:	\$	2,000.00
Revised Contract Amount:	\$	240,685.00

Value Completed to Date:	\$	236,489.80
Material on Hand:	\$	-
Amount Earned:	\$	236,489.80
Less Retainage: <u>0%</u>	\$	-
Less Liquidated Damages:	\$	-
Sub-Total:	\$	236,489.80
Less Amount Paid Previously:	\$	229,063.23
Amount Due This Pay Voucher:	\$	7,426.57
Percent Complete		99.08%

Payment Summary:

PV #	Up Through Date	Work Certified Via PV	Retainage in PV	Amount Paid in PV
1	1/31/2025	\$ 181,630.75	\$ 9,081.54	\$ 172,549.21
2	5/29/2025	\$ 49,746.25	\$ 2,313.77	\$ 56,514.02
3 & Final	1/29/2026	\$ 5,112.80	\$ -	\$ 7,426.57
		\$ 236,489.80	\$ 11,395.31	\$ 236,489.80

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

Recommended for Approval (ENGINEER)

By: Lucius Jonett

Date: January 29, 2026

Approved By: (CONTRACTOR)

By: Ryan M. Sunram

Date: 1/30/26

Approved By: (OWNER)

By:

Date:

Ok to Pay

OK to Pay

Christopher McKenzie
Christopher McKenzie

PO # 2025-0290

G/L #

Project #

ID # 7119



Ponderosa Woods Stream Restoration project
City Project No. WR210003

Pay Voucher No. 3 & Final
Period: 3-1-2025 to 12/31/2025

ITEM NO.	DESCRIPTION	UNIT	BID UNIT PRICE	CONTRACT QUANTITY	QUANTITY THIS PERIOD	VALUE THIS PERIOD	QUANTITY TO DATE	VALUE TO DATE
BASE BID								
1	MOBILIZATION AND DEMOBILIZATION	LS	\$11,345.00	1		\$ -	1.00	\$ 11,345.00
2	SITE ACCESS AND STAGING AREA RESTORATION	LS	\$3,175.00	1		\$ -	1.00	\$ 3,175.00
3	STREET SWEEPING	HR	\$135.00	6		\$ -		\$ -
4	WOOD CHIP EXIT TO CONSTRUCTION SITE	EACH	\$500.00	1		\$ -	1.00	\$ 500.00
5	SEDIMENT CONTROL LOG TYPE STRAW	LF	\$4.00	120		\$ -		\$ -
6	SILT FENCE	LF	\$4.00	100		\$ -		\$ -
7	INLET PROTECTION TYPE SPECIAL	EACH	\$150.00	7		\$ -		\$ -
8	BUCKTHORN REMOVAL AND TREATMENT	AC	\$2,200.00	4.3		\$ -	4.30	\$ 9,460.00
9	CLEARING AND GRUBBING ~142 TREES	LS	\$25,725.00	1		\$ -	1.00	\$ 25,725.00
10	TRAFFIC CONTROL LANE CLOSURE W/ FLAGGING	LS	\$3,500.00	1		\$ -	1.00	\$ 3,500.00
11	REMOVE & REPLACE CONCRETE CURB & GUTTER	LF	\$88.00	65		\$ -	65.00	\$ 5,720.00
12	SAW CUT BITUMINOUS PAVEMENT FULL DEPTH	LF	\$25.50	62		\$ -	62.00	\$ 1,581.00
13	REMOVE & REPLACE BITUMINOUS PAVEMENT	SF	\$14.25	456		\$ -	456.00	\$ 6,498.00
14	REMOVE & DISPOSE EXISTING MANHOLE STRUCT.	LS	\$1,780.00	1		\$ -	1.00	\$ 1,780.00
15	F&I NW SUMP MANHOLE STRUCTURE	LS	\$15,990.00	1		\$ -	1.00	\$ 15,990.00
16	COMMON EXCAVATION SPECIAL WASTE (P) OFF	CY	\$61.75	150		\$ -	150.00	\$ 9,262.50
17	COMMON EXCAVATION (P) OFF SITE	CY	\$27.65	575		\$ -	575.00	\$ 15,898.75
18	STREAMBANK REGRADING	LF	\$8.00	710		\$ -	725.00	\$ 5,800.00
19	RIPRAP CLASS 3 ANGULAR	TN	\$74.25	22		\$ -	22.00	\$ 1,633.50
20	RIPRAP CLASS 3 FIELDSTONE	TN	\$74.25	875		\$ -	782.00	\$ 58,063.50
21	GRANULAR FILTER MATERIAL	TN	\$68.00	335		\$ -	283.00	\$ 19,244.00
22	SEEDING	AC	\$1,260.00	4		\$ -	4.00	\$ 5,040.00
23	SEED MIXTURE 25-131 LOW MAINT TURF	LBS	\$4.20	55		\$ -	58.00	\$ 243.60
24	SEED MIXTURE 34-261 RIPARIAN SOUTH & WEST	LBS	\$25.25	8		\$ -	8.00	\$ 202.00
25	SEED MIXTURE 36-711 WOODLAND EDGE CENTRAL	LBS	\$23.00	125	48.60	\$ 1,117.80	173.60	\$ 3,992.80
26	TEMP EROSION PREVENTION BLANKET CAT 20	SY	\$2.35	1090	425.00	\$ 998.75	2,000.00	\$ 4,700.00
27	TEMP EROSION PREVENTION BLANKET CAT 37	SY	\$7.05	640	425.00	\$ 2,996.25	1,363.00	\$ 9,609.15
28	HYDRO MULCH	TN	\$1,260.00	4		\$ -	4.00	\$ 5,040.00
29	SHRUBS, DEEP CELL PLUGS	EACH	\$8.50	216		\$ -	216.00	\$ 1,836.00
30	TREES, #10 CONT	EACH	\$235.00	10		\$ -	10.00	\$ 2,350.00
31	TREES, #20 CONT	EACH	\$580.00	10		\$ -	10.00	\$ 5,800.00
	2/3 CO CLEARING EXTRA TREES	EACH	\$500.00	4		\$ -	5.00	\$ 2,500.00

BASE BID TOTALS =	\$	5,112.80		\$	236,489.80
TOTAL AMOUNT EARNED =	\$	5,112.80		\$	236,489.80
RETAINAGE WITHHELD (0%) =	\$	-		\$	-
TOTAL PAYMENT AMOUNT =	\$	7,426.57	\$ -	\$	236,489.80

PONDEROSA WOODS STREAM RESTORATION											
CITY OF PLYMOUTH											
						3/5/25	5/23/25	10/13/25			
						Quantity	Quantity	Quantity	Quantity	Total	
Item	Item Description	UofM	Quantity	Unit Price	Extension	Pay 1	Pay 2	Pay 3	Pay 4	Complete	
1	MOBILIZATION AND DEMOBILIZATION	LS	1	\$11,345.00	\$11,345.00	0.5	0.5			\$11,345.00	
2	SITE ACCESS AND STAGING AREA RESTORATION	LS	1	\$ 3,175.00	\$3,175.00	1				\$3,175.00	
3	STREET SWEEPING	HR	6	\$ 135.00	\$810.00					\$0.00	
4	WOOD CHIP EXIT TO CONSTRUCTION SITE	EA	1	\$ 500.00	\$500.00	1				\$500.00	
5	SEDIMENT CONTROL LOG TYPE STRAW	LF	120	\$ 4.00	\$480.00	0				\$0.00	
6	SILT FENCE	LF	100	\$ 4.00	\$400.00					\$0.00	
7	INLET PROTECTION TYPE SPECIAL	EA	7	\$ 150.00	\$1,050.00					\$0.00	
8	BUCKTHORN REMOVAL AND TREATMENT	AC	4.3	\$ 2,200.00	\$9,460.00	4.3				\$9,460.00	TREE TOP
9	CLEARING AND GRUBBING ~142 TREES	LS	1	\$25,725.00	\$25,725.00	1				\$25,725.00	TREE TOP
10	TRAFFIC CONTROL LANE CLOSURE W/FLAGGING	LS	1	\$ 3,500.00	\$3,500.00	0.5	0.5			\$3,500.00	CKC
11	REMOVE & REPLACE CONCRETE CURB & GUTTER	LF	65	\$ 88.00	\$5,720.00		65			\$5,720.00	CKC
12	SAW CUT BITUMINOUS PAVEMENT FULL DEPTH	LF	62	\$ 25.50	\$1,581.00		62			\$1,581.00	CKC
13	REMOVE & REPLACE BITUMINOUS PAVEMENT	SF	456	\$ 14.25	\$6,498.00		456			\$6,498.00	CKC
14	REMOVE & DISPOSE EXISTING MANHOLE STRUCT.	LS	1	\$ 1,780.00	\$1,780.00		1			\$1,780.00	CKC
15	F&I NEW SUMP MANHOLE STRUCTURE	LS	1	\$15,990.00	\$15,990.00		1			\$15,990.00	CKC
16	COMMON EXCAVATION SPECIAL WASTE (P) OFF	CY	150	\$ 61.75	\$9,262.50	150				\$9,262.50	DEMCON
17	COMMON EXCAVATION (P) OFF SITE	CY	575	\$ 27.65	\$15,898.75	575				\$15,898.75	
18	STREAMBANK REGRADING	LF	710	\$ 8.00	\$5,680.00	725				\$5,800.00	
19	RIPRAP CLASS 3 ANGULAR	TN	22	\$ 74.25	\$1,633.50	22				\$1,633.50	MARTIN 22
20	RIPRAP CLASS 3 FIELDSTONE	TN	875	\$ 74.25	\$64,968.75	782				\$58,063.50	ROCKS U 782
21	GRANULAR FILTER MATERIAL	TN	335	\$ 68.00	\$22,780.00	283				\$19,244.00	HOLCIM 283
22	SEEDING	AC	4	\$ 1,260.00	\$5,040.00	4				\$5,040.00	NOR ECO
23	SEED MIXTURE 25-131 LOW MAINT TURF	LB	55	\$ 4.20	\$231.00	55	3			\$243.60	NOR ECO
24	SEED MIXTURE 34-261 RIPARIAN SOUTH & WEST	LB	8	\$ 25.25	\$202.00	8				\$202.00	NOR ECO
25	SEED MIXTURE 36-711 WOODLAND EDGE CENTRAL	LB	125	\$ 23.00	\$2,875.00	125		48.6		\$3,992.80	NOR ECO 125
26	TEMP EROSION PREV BLANKET CAT 20	SY	1090	\$ 2.35	\$2,561.50	1475	100	425		\$4,700.00	NOR ECO 1475
27	TEMP EROSION PREV BLANKET CAT 37	SY	640	\$ 7.05	\$4,512.00	935	3	425		\$9,609.15	NOR ECO 938
28	HYDRO MULCH	TN	4	\$ 1,260.00	\$5,040.00	4				\$5,040.00	NOR ECO
29	SHRUBS, DEEP CELL PLUGS	EA	216	\$ 8.50	\$1,836.00		216			\$1,836.00	NOR ECO
30	TREES, #10 CONT	EA	10	\$ 235.00	\$2,350.00		10			\$2,350.00	NOR ECO
31	TREES, #20 CONT	EA	10	\$ 580.00	\$5,800.00		10			\$5,800.00	NOR ECO
	2/3 CO CLEARING EXTRA TREES	EA	4	\$ 500.00	\$2,000.00	4	1			\$2,500.00	TREE TOP
					\$240,685.00						\$236,489.80
PAY APP 1 \$181,630.75											
PAY APP 2 \$49,746.25											
PAY APP 3 \$5,112.80											

Contractor's Application for Payment

Owner:	<u>City of Plymouth</u>	Owner's Project No.:	<u>WR210003</u>
Engineer:	<u>Midwest Wetland Improvements, LLC</u>	Engineer's Project No.:	<u>B0017-0003</u>
Contractor:	<u>Sunram Construction, Inc.</u>	Contractor's Project No.:	<u>25-002</u>
Project:	<u>Ponderosa Woods Stream Restoration Project</u>		
Contract:	<u>City Project No. WR210003</u>		

Application No.:	<u>3</u>	Application Date:	<u>10/16/2025</u>
Application Period:	From <u>9/29/2025</u>	to	<u>10/10/2025</u>

1. Original Contract Price	\$	238,685.00
2. Net change by Change Orders	\$	2,000.00
3. Current Contract Price (Line 1 + Line 2)	\$	240,685.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	236,489.80
5. Retainage		
a. 0% X \$ 236,489.80 Work Completed =	\$	-
b. X \$ - Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	236,489.80
7. Less previous payments (Line 6 from prior application)	\$	229,063.23
8. Amount due this application	\$	7,426.57
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	4,195.20

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor:	<u>Sunram Construction Inc</u>	
Signature:	<u>Lee Sunram</u>	Date: <u>10/16/25</u>

Recommended by Engineer		Approved by Owner	
By:	<u>Lucius Jonett</u>	By:	<u></u>
Title:	<u>Project Designer</u>	Title:	<u></u>
Date:	<u>10/16/2025</u>	Date:	<u></u>
Approved by Funding Agency			
By:	<u></u>	By:	<u></u>
Title:	<u></u>	Title:	<u></u>
Date:	<u></u>	Date:	<u></u>



January 16, 2026

ID: XX-XXX8948
Letter ID: L2144248672

#BWBBMRR
#0000 0214 4248 6722#
SUNRAM CONSTRUCTION INC
20010 75TH AVE N
CORCORAN MN 55340-9459

Certificate of Compliance for Form IC134, Contractor Affidavit

The Minnesota Department of Revenue certifies that SUNRAM CONSTRUCTION INC fulfilled their Minnesota Withholding Tax requirements for the following project:

Project Location: PONDEROSA WOODS
Project Owner: CITY OF PLYMOUTH
Project Number: WR210003
Project Begin Date: February, 2025
Project End Date: October, 2025

What do I do with this certificate?

If you are a contractor, provide this certificate to the governmental unit or prime contractor who hired you for the project.

If you are the project owner, verify that the project location, owner, begin date, and end date are correct. If not, have the contractor resubmit Form IC134 to us with the correct information.

What if I have questions?

For details on Contractor Affidavit requirements, go to www.revenue.state.mn.us and type **Withholding Fact Sheet 13** into the Search box. You may also contact us.

Income Tax and Withholding Division
Phone: 651-282-9999 or 1-800-657-3594 (toll-free)
Email: withholding.tax@state.mn.us

Daniel Getschel, Director
Income Tax and Withholding Division

Withholding Affidavit for Contractors

This affidavit must be approved by the Minnesota Department of Revenue before the state of Minnesota or any of its subdivisions can make final payment to contractors. For more detailed information, see the instructions on the back of this form.

Please type or print clearly. This information will be used for returning the completed form.

Company name SUNRAM CONSTRUCTION INC			Daytime phone 763-420-2140	Minnesota tax ID number 1870470
Address 20010 75TH AVE N			Total contract amount \$ 236,489.80	Month/year work began 02/2025
City CORCORAN	State MN	ZIP code 55340	Amount still due \$ 7,426.57	Month/year work ended 10/2025

Project Information

Project number WR210003	Project location PONDEROSA WOODS STREAM RESTORATION			
Project owner CITY OF PLYMOUTH	Address 3400 PLYMOUTH BLVD	City PLYMOUTH	State MN	ZIP code 55447

Did you have employees work on this project? ☒ Yes ☐ No. If no, who did the work?

Check the box that describes your involvement in the project and fill in all information requested.

☐ **Sole contractor**

☐ **Subcontractor**

Name of contractor who hired you

Address

Contractor Type

☒ **Prime contractor**—If you subcontracted out any work on this project, all of your subcontractors must file their own contractor affidavits (IC134) and have them certified by the Department of Revenue *before* you can file your affidavit. For each subcontractor you had, fill in the information below and attach a copy of each subcontractor's certified IC134. If you need more space, attach a separate sheet.

Business name TREE TOP CLEARING INC	Address DELANO MN 55328	Owner/Officer KATELYN BAUERNSCHMITT
C K C CONTRACTING INC	ST PAUL MN 55117	TONY DIEHL
BOREAL NATIVES LLC	ESKO MN 55733	JEFF STEDMAN

I declare that all information I have filled in on this form is true and complete to the best of my knowledge and belief. I authorize the Department of Revenue to disclose pertinent information relating to this project, including sending copies of this form, to the prime contractor if I am a subcontractor, and to any subcontractors if I am a prime contractor, and to the contracting agency.

Contractor's signature

Title
RYAN SUNRAM, PRESIDENT

Date
01/06/2026

Mail to: Minnesota Revenue, Mail Station 6610, St. Paul, MN 55146-6610
Phone: 651-282-9999 or 1-800-657-3594 (TTY: Call 711 for Minnesota Relay).

Certificate of Compliance

Based on records of the Minnesota Department of Revenue, I certify that the contractor who has signed this certificate has fulfilled all the requirements of Minnesota Statutes 290.92 and 270C.66 concerning the withholding of Minnesota income tax from wages paid to employees relating to contract services with the state of Minnesota and/or its subdivisions.

Department of Revenue approval

Date

Withholding Affidavit for Contractors

This affidavit must be approved by the Minnesota Department of Revenue before the state of Minnesota or any of its subdivisions can make final payment to contractors. For more detailed information, see the instructions on the back of this form.

Please type or print clearly. This information will be used for returning the completed form.

Company name TREE TOP CLEARING INC			Daytime phone 763-972-3988	Minnesota tax ID number 5182073
Address 4683 65TH ST SE			Total contract amount \$ 28,640.00	Month/year work began 02/2025
City DELANO	State MN	ZIP code 55328	Amount still due \$ 1,145.60	Month/year work ended 02/2025

Project
Information

Project number WR210003	Project location PONDEROSA WOODS STREAM RESTORATION			
Project owner CITY OF PLYMOUTH	Address 3400 PLYMOUTH BLVD	City PLYMOUTH	State MN	ZIP code 55447
Did you have employees work on this project? ☒ Yes ☐ No. If no, who did the work?				

Check the box that describes your involvement in the project and fill in all information requested.

☐ **Sole contractor**

☒ **Subcontractor**

Name of contractor who hired you
SUNRAM CONSTRUCTION INC

Address
20010 75TH AVE N, CORCORAN MN 55340

☐ **Prime contractor**—If you subcontracted out any work on this project, all of your subcontractors must file their own contractor affidavits (IC134) and have them certified by the Department of Revenue before you can file your affidavit. For each subcontractor you had, fill in the information below and attach a copy of each subcontractor's certified IC134. If you need more space, attach a separate sheet.

Business name	Address	Owner/Officer

Sign Here

I declare that all information I have filled in on this form is true and complete to the best of my knowledge and belief. I authorize the Department of Revenue to disclose pertinent information relating to this project, including sending copies of this form, to the prime contractor if I am a subcontractor, and to any subcontractors if I am a prime contractor, and to the contracting agency.

Contractor's signature

Title
KATELYN BAUERNSCHMITT

Date
01/06/2026

Mail to: Minnesota Revenue, Mail Station 6610, St. Paul, MN 55146-6610
Phone: 651-282-9999 or 1-800-657-3594 (TTY: Call 711 for Minnesota Relay).

Certificate of Compliance

Based on records of the Minnesota Department of Revenue, I certify that the contractor who has signed this certificate has fulfilled all the requirements of Minnesota Statutes 290.92 and 270C.66 concerning the withholding of Minnesota income tax from wages paid to employees relating to contract services with the state of Minnesota and/or its subdivisions.

Department of Revenue approval

Date



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	2-137-837-280
Submitted Date and Time:	5-May-2025 9:20:32 AM
Legal Name:	C K C CONTRACTING INC
Federal Employer ID:	41-1922589
User Who Submitted:	CKCmnTax
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	995766272
Minnesota ID:	3977200
Project Owner:	CITY OF PLYMOUTH
Project Number:	WR210003
Project Begin Date:	14-Apr-2025
Project End Date:	02-May-2025
Project Location:	PLYMOUTH, MN
Project Amount:	\$32,606.45
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-681-914-336
Submitted Date and Time:	5-Sep-2025 1:09:23 PM
Legal Name:	BOREAL NATIVES LLC
Federal Employer ID:	84-2150943
User Who Submitted:	jstedman
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	2100768768
Minnesota ID:	6288182
Project Owner:	CITY OF PLYMOUTH
Project Number:	WR210003
Project Begin Date:	17-Feb-2025
Project End Date:	20-May-2025
Project Location:	PLYMOUTH MN
Project Amount:	\$34,769.60
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.

Contractor's Application for Payment

Owner:	<u>City of Plymouth</u>	Owner's Project No.:	<u>WR210003</u>
Engineer:	<u>Midwest Wetland Improvements, LLC</u>	Engineer's Project No.:	<u>B0017-0003</u>
Contractor:	<u>Sunram Construction, Inc.</u>	Contractor's Project No.:	<u>25-002</u>
Project:	<u>Ponderosa Woods Stream Restoration Project</u>		
Contract:	<u>City Project No. WR210003</u>		
Application No.:	<u>3</u>	Application Date:	<u>10/16/2025</u>
Application Period:	From <u>9/29/2025</u>	to <u>10/10/2025</u>	

1. Original Contract Price	\$	238,685.00
2. Net change by Change Orders	\$	2,000.00
3. Current Contract Price (Line 1 + Line 2)	\$	240,685.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	236,489.80
5. Retainage		
a. <u>0%</u> X <u>\$ 236,489.80</u> Work Completed =	\$	-
b. <u> </u> X <u>\$ -</u> Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	236,489.80
7. Less previous payments (Line 6 from prior application)	\$	229,063.23
8. Amount due this application	\$	7,426.57
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	4,195.20

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Sunram Construction Inc
Signature: Lee Sunram **Date:** 10/16/25

Recommended by Engineer	Approved by Owner
By: <u>Lucius Jonett</u>	By: _____
Title: <u>Project Designer</u>	Title: _____
Date: <u>10/16/2025</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Confidential

CITY OF PLYMOUTH

RESOLUTION No. 2026-105

RESOLUTION APPROVING FINAL CLOSEOUT FOR THE PONDEROSA WOODS STREAM RESTORATION PROJECT (WR210003)

WHEREAS, the City of Plymouth as the owner, and Sunram Construction, Inc. as the contractor, have entered into an agreement for the Ponderosa Woods Stream Restoration Project. Said agreement was approved by the City Council on January 14, 2025; and

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

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

1. That the original contract amount between the owner and the contractor was \$238,685 and the final contract amount is \$236,489.80, or 0.92% under the contract amount.
2. That the work performed by the contractor for the Ponderosa Woods Stream Restoration Project and certified to the council by the engineer as acceptable, being the same, is released from the contract except as to the conditions of the performance bond, any and all legal rights of the owner, required guarantees, and correction of faulty work after final payment.
3. The total project cost is \$332,267.80, which includes the improvements (\$236,489.80) and engineering and administration (\$95,778).

BE IT FURTHER RESOLVED, that funding for this project is from the Bassett Creek Watershed Management Commission.

APPROVED by the City Council on this 28th day of April, 2026.

To: Dave Callister, City Manager

Prepared by: Andrea Rich, Finance Director

Reviewed by: Dave Callister, City Manager

Item: **Approve professional services contract with Workday**

1. Action Requested:

Adopt resolution approving professional services contract with Workday.

2. Background:

On March 19, 2025, City Council approved Enterprise Resource Planning (ERP) contracts with Workday (software), Strada (Workday implementer) and SpryPoint (utility billing software & implementer). The Strada implementation contract was for \$2.1 million with additional estimated travel of \$175,000 and contingency held by the city. The original 10-year subscription contract with Workday totaled \$2.7 million (Year 1 during implementation \$39,161 ramping up to Year 3 of \$287,000 with a 2% increase annually thereafter) plus training of \$99,000 for a total of \$2.8 million over the 10 years. The SpryPoint contract was for \$636,000 in the first year (\$521,000 implementation and \$115,000 subscription) with additional estimated travel of \$25,000. The Workday ERP project began immediately following approval with a planned go-live date of April 1, 2026. The SpryPoint project was intentionally phased later in the ERP timeline and has an anticipated go-live of early 2027.

A full ERP system contains both HR (payroll, compensation, absence, benefits, learning, recruiting, etc.) and Finance (accounting, banking, capital assets, customer accounts, procurement, etc.) components and Workday is known in the industry as a high-quality HR system. The city is terminating the contract with Strada (Workday implementer) and proposing to complete the implementation directly through Workday. The Workday Statement of Work will have two timelines - HR/Payroll to begin immediately with a go-live in late September and Finance to begin in August with a go-live of January 1, 2027.

To move forward with direct implementation by Workday, the city will enter into a Professional Services Agreement (PSA) which would govern this project as well as any future project, and a Statement of Work (SOW) identifying the specifics of this project. The PSA and SOW are included in the agenda as two separate items.

Staff recommends approving the PSA with Workday.

3. Budget Impact:

The implementation contract with Strada was for \$2.1 million; \$1.1 million has been paid thus far through the project; the termination agreement with final payment/refund is being negotiated.

The proposed Workday implementation contract is a total of \$1,567,800 split between HR (\$808,000) and Finance (\$759,720); however, the contract intentionally provides two timelines for HR and Finance and allows for a change order to terminate all or portions thereof. The change order option allows the city to lock in pricing for the Finance implementation while also providing flexibility. Within the original budget of \$2.1 million plus travel & contingency, the city can complete the HR Workday implementation. The city will assess timelines and budget to determine next steps for the Finance implementation.

The current Workday contract for the annual subscription fees includes HR and Finance. The split is approximately 50/50. If the Finance product is not implemented, the city would need to work with Workday to amend the subscription contract. Due to the delayed implementation, Workday has amended the payment schedule, reducing year two to \$39,161 (originally \$158,355) and spreading the difference among the remaining eight years. Additionally, the training portion of the contract (originally \$99,000 for 18 months) has been extended to two years at no additional cost.

4. Attachments:

1. Agreement
2. City Council Resolution 2026-106

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**PSA**”) is between the Workday entity identified on the Signature Document or Statement of Work (“**Workday**”) and the legal entity signing the Signature Document or Statement of Work referencing this PSA (“**Customer**”). The parties agree as follows:

1. Terms of the MSA, Interpretation. This PSA incorporates the terms and conditions of the Universal Main Subscription Agreement #: 00495715.0 between Workday, Inc. and the City of Plymouth effective as of March 25 2025, as amended by the US Public Sector Addendum between the parties as of March 25, 2025 (“**MSA**” or “**Agreement**”) and modifies them to apply to this PSA and the Professional Services as explained in the table below where such term applies to Professional Services; however, this PSA is a separate and independent agreement and does not amend the Agreement.

MSA Term	Meaning in PSA
MSA, Agreement	PSA
Service	Professional Services
Order Form	SOW
Fees, Subscription Fees	Professional Services Fees
Customer Data	Professional Services Data
Signature Document (in “Taxes” clause)	the applicable SOW

Capitalized terms that are used in this PSA but not defined have the same meanings as in the MSA or DPE, as applicable. “**Service**” within this PSA keeps its original MSA meaning. If this PSA refers to a clause title that is not in the MSA, the reference will apply to the corresponding content of the MSA. The SLA and Service Credits do not apply to this PSA or to Professional Services. Other replacement terms are defined elsewhere in this PSA. In the event of a conflict between a SOW, this PSA, and the MSA with respect to the Professional Services, the order of precedence is: (a) the SOW, (b) this PSA, and (c) the MSA provided, however that the SOW will not amend the confidentiality, security, privacy, limitation of liability, indemnification, or warranty provisions of the PSA, MSA, or the US Public Sector Addendum unless the parties expressly agree that the SOW amends such provision.

2. Provision of Professional Services. Workday will provide the Professional Services and each party will perform its respective obligations as provided in this PSA and the applicable SOW. No changes to a SOW will be effective until the parties sign a mutually agreed document specifying the changes (a “**Change Order**”).

3. Invoices and Payment. The MSA’s “Invoices and Payment” clause applies to this PSA, excluding the sentence that provides that Order Forms are noncancelable and payments are non-refundable. Except for amounts subject to a reasonable and good faith dispute, if a payment is more than 30 days past due and Workday has provided at least 30 days’ prior written notice to Customer, Workday may suspend the Professional Services, without liability to Customer, until such amounts are paid in full.

4. Customer Obligations.

4.1 Except as otherwise expressly detailed as a Customer responsibility in an SOW, Workday will be responsible for providing any applicable facilities (other than when onsite at a Customer facility, in which case, upon agreement by Customer, Customer shall provide incidental use of conference rooms, meetings spaces and access to an internet connection), personnel, equipment, software (not including the Service), materials, technical knowledge, expertise and other resources necessary to fulfill its obligations related to, and perform, the Professional Services under this PSA and each SOW.

4.2 Customer has sole responsibility for: (a) obtaining and verifying it has all authorizations, consents, and rights necessary for Workday and its subcontractors to Process Personal Data as permitted in the Agreement and use any Customer-Provided Material as reasonably required to perform Workday’s obligations hereunder; (b) the accuracy, quality, and legality of all Professional Services Data and Customer-Provided Material at the time Customer, its Affiliates and/or Authorized Parties submits such data or material or revises such data or material (provided that Customer is not responsible for any changes that may occur to the Professional Services Data or Customer-Provided Material after submission to Workday which were not made by Customer); and (c) ensuring compliance with this PSA and each SOW and the AUP by its Affiliates, Authorized

Parties, and contractors, and any breach of this PSA or SOW by any of the foregoing will be deemed to be a breach by Customer. Customer will not use any Workday Property in violation of Laws.

4.3 For any PSA Order Form that may include acceptance criteria and process, the acceptance criteria and process shall be in accordance with the applicable SOW and shall be objective and measurable, as mutually developed and agreed to by the parties.

5. Workday Personnel. Workday shall use commercially reasonable efforts to ensure that Workday personnel are educated, trained, and experienced for the Professional Services they are to perform. If Customer has concerns regarding Workday personnel or Subcontractor personnel, Customer shall document and bring such concerns to the attention of Workday. Workday shall take prompt and reasonable measures to resolve such concerns unless such concerns would be illegal if applied to Customer's own personnel or be a violation of Law. Workday will report its intended resolution to Customer. If Customer then determines in good faith that continued assignment of such Workday personnel or Subcontractor personnel is not acceptable and requests removal of such personnel, Workday shall promptly remove such personnel from performing the Professional Services and replace the same with person(s) of suitable ability, qualifications and experience with reasonable efforts to minimize impact on the project. Where Workday is subcontracting work that requires certification in specific Workday Service components, it will subcontract only to entities who are part of the Workday Implementation Partner program who will supply resources who have such certification.

6. Proprietary Rights.

6.1 As between Workday and Customer, and without modification of the terms of the Agreement, Customer owns all right, title and interest to the Professional Services Data and Customer-Provided Materials and, subject to Workday's underlying Intellectual Property Rights in the Service, all right, title and interest in any Customer-Provided Custom Integration shall vest in Customer. Workday shall have the right to only use the Professional Services Data to provide the Professional Services, subject to this PSA, SOW and the Agreement (without limiting the rights to use the Customer Content under the Agreement). Workday gains no ownership rights in any Professional Services Data, Customer-Provided Material, or Customer's other Confidential Information in a Deliverable.

6.2 The MSA's "Workday Ownership" clause is replaced in this PSA by the clause below:

Workday Ownership and Customer License. As between Customer, Workday, and Workday's licensors, Workday or its licensors own all right, title, and interest to the Workday Property. Workday grants Customer and its Affiliates, Authorized Parties, and contractors a royalty-free, non-exclusive, non-sublicensable, and non-transferable (except as permitted by the MSA's "Assignment" clause) license to use, the Workday Property incorporated into any Deliverable or Workday-developed Custom Integration solely for the internal business purposes of Customer and its Affiliates in connection with their authorized use of the Service as set forth in the Agreement (the "**License**"). The License survives expiration or termination of this PSA or any SOW so long as Customer is authorized to use the Service. Notwithstanding the restriction on copying, modifying, or making derivative works of the Workday Property incorporated into any Deliverable or Workday-developed Custom Integration, Customer may further copy and modify the Workday Property contained in the Deliverables and Workday-developed Custom Integrations; provided that Customer's use of such material complies with this Section and otherwise complies with the MSA's Restrictions clause and Workday's rights in such modified material are unchanged. Customer will not assert a claim for, or file suit for, or take any other action in furtherance of any alleged or actual infringement or misappropriation of the rights in or associated with any similar material independently developed by Workday or its licensees. Excluding the express rights granted in the License, with respect to any Workday Property, Customer will not engage, directly or indirectly, in any of the activities prohibited in the MSA's "Restrictions" clause. Notwithstanding the restrictions incorporated from the MSA, it is understood and agreed that Customer may make visual presentations (in either print or digital form, of the Workday Property contained in the Deliverables or Documentation, provided that such visual presentations: (a) are used solely for the internal business purposes of Customer in conjunction with Customer's and its Affiliate's use of the Service; (b) do not alter, suppress or remove any copyright, trademarks, and other proprietary notices appearing with the original materials; (c) are explicitly marked as "Confidential"; and (d) the confidentiality restrictions of this Agreement shall apply to any such visual presentations.

7. Warranty.

7.1 This clause replaces the MSA's "Warranties" clause in this PSA with respect to the subject matter of this PSA and any SOWs only but not the "Disclaimer" clause. Each party warrants that it has the authority to enter into this PSA and each SOW and, in connection with its performance of this PSA and each SOW, will comply with all Laws. Workday warrants that (a) it will perform the Professional Services with reasonable skill and care using competent and qualified staff, and (b) Workday will not knowingly introduce any Malicious Code into any Deliverable in the performance of Professional Services (the "**Professional Services Warranty**"). If Workday breaches the Professional Services Warranty, Workday will correct the deficiencies identified in the affected Deliverables or re-perform the deficient Professional Services at no additional charge to Customer, provided Customer gives Workday written notice of the deficiencies within thirty (30) days of delivery or performance by Workday but Customer's failure to notify Workday within that period will not affect Customer's right to receive warranty remedies unless Workday is impaired in its ability to correct the deficiency due to Customer's failure to notify. If unable to correct a deficiency after good faith efforts and at a commercially reasonable cost, Workday will refund the amount paid for the deficient portion or reduce the unpaid Professional Services Fees by such amount. This clause states Customer's exclusive remedy and Workday's sole liability for any breach of the Professional Services Warranty. For the avoidance of doubt, the warranty remedies provided in this Section have no bearing on Workday's security, privacy, confidentiality, or indemnification obligations under this PSA.

7.2 EXCEPT AS EXPRESSLY PROVIDED IN THIS PSA AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WORKDAY DOES NOT WARRANT THAT THE PROFESSIONAL SERVICES OR DELIVERABLES WILL BE ERROR-FREE. THE LIMITED WARRANTIES PROVIDED IN THIS PSA ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED UNDER THIS PSA..

8. Use of Subcontractors. In the course of providing the Professional Services, Workday is permitted to subcontract to any of the subprocessors on Workday's website (<https://www.workday.com/en-us/legal/subprocessors.html>) as Subprocessors for Professional Services, (each, a "**Subcontractor**"). Workday is permitted to provide information Workday receives in connection with the SOW to the applicable Subcontractor(s) for the purpose of performing the Professional Services and related administration. Workday is responsible for the acts and omissions of any Subcontractor in connection with its performance hereunder to the same extent as if the acts and omissions were performed by Workday.

9. Protection and Security of Professional Services Data. The relevant terms of the DPE, the Security Exhibit, and any Business Associate Exhibit identified in the MSA apply to this PSA; provided, however, if Customer's DPE or Security Exhibit does not expressly cover Professional Services Data, "DPE" will mean the UDPE, and "Security Exhibit" has the meaning set forth below.

10. Indemnification. The MSA's "Indemnification" clause applies to this PSA, subject to the following modifications:

10.1 The term "Deliverable" replaces "Service".

10.2 In addition to the exclusions to indemnification set forth in the MSA, Workday will have no liability for the Claims or Losses to the extent they arise from Workday's use of Customer-Provided Material as directed by Customer or as reasonably required or appropriate under the applicable SOW.

10.3 If Customer is enjoined from using a Deliverable or Workday reasonably believes it will be enjoined (other than arising from Workday's permitted use of Customer-provided Material), as Customer's sole remedy for Workday's infringement, in addition to the indemnification obligations in this section, Workday may, at its sole option: (a) obtain for Customer the right to continue to use the Deliverable; (b) replace or modify the Deliverable so that it is no longer infringing; or (c) if neither of the foregoing options is reasonably available to or exercised by Workday, refund any fees paid by Customer for such Deliverable and either party may terminate the applicable SOW or this PSA.

11. Limitation of Liability. This clause replaces the MSA's "Limitations of Liability" clause in Sections 8.1 of the MSA with respect to the subject matter of this PSA and any SOWs. EXCLUSIONS AND WAIVERS OF

CONSEQUENTIAL DAMAGES IN THE MSA ARE UNCHANGED BY THIS PROVISION FOR THEIR SCOPE. FOR CLARITY, THE TERMS OF SECTIONS 8.2, 8.3 AND 8.4 APPLY TO THIS PSA.

EXCEPT WITH RESPECT TO (A) DAMAGES CAUSED BY GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, (B) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS PSA, (C) CUSTOMER'S PAYMENT OBLIGATIONS, (D) WORKDAY'S REMEDIATION OBLIGATIONS IN CLAUSE 8.3 IN THE MSA, AND (E) CLAIMS FOR BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE PERSONAL PROPERTY TO THE EXTENT RESULTING FROM WORKDAY'S WILLFUL MISCONDUCT, THE FOLLOWING LIMITATION OF LIABILITY CAPS WILL APPLY:

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS PSA, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE PROFESSIONAL SERVICES FEES PAID OR PAYABLE FOR THE PROFESSIONAL SERVICES PERFORMED UNDER THE SOW FROM WHICH THE CLAIM AROSE ("**GENERAL CAP**"); EXCEPT FOR EITHER PARTY'S BREACH OF ITS SECURITY, PRIVACY, AND/OR CONFIDENTIALITY OBLIGATIONS UNDER THIS PSA, WHERE SUCH LIABILITY WILL NOT EXCEED TWO TIMES THE PROFESSIONAL SERVICES FEES PAID OR PAYABLE FOR THE PROFESSIONAL SERVICES PERFORMED UNDER THE SOW FROM WHICH THE CLAIM AROSE (THE "**ENHANCED CAP**"). THE ENHANCED CAP IS IN ADDITION TO THE GENERAL CAP; PAYMENTS UNDER ONE DO NOT DECREMENT THE AMOUNT AVAILABLE FROM THE OTHER.

12. Term. This PSA is effective from its Effective Date through the Term of the MSA unless earlier terminated as provided herein.

13. Termination. This clause replaces the MSA's "Termination" clause in this PSA with respect to the subject matter of this PSA only.

13.1 Termination without Cause. Unless agreed by the parties in a SOW, Customer may terminate this PSA or any SOW at any time by giving Workday fifteen (15) days' prior written notice of termination.

13.2 Termination for Cause. Either party may terminate this PSA or any SOW for cause (a) as provided in the MSA's "Termination" clause, or (b) as provided in the applicable SOW. If (i) Customer repeatedly fails to timely perform its obligations under this PSA or such SOW, or (ii) the data or information provided by Customer to Workday is materially inaccurate or incomplete, Workday, in good faith, may determine that Customer's breach is material and not capable of cure. In the event of a delay in the performance of a SOW, the parties will cooperatively evaluate the impact to the project timeline to determine if and the extent to which the delay will impact the project timeline, resources, and/or obligations. Once that has been determined, the parties may enter into a Change Order as described herein.

13.3 Effect of Termination. The terms of this PSA survive termination, except for the right to use Customer Content, Customer-Provided Materials or Professional Services Data, and Workday's obligations to provide Professional Services and to maintain insurance. Terminating this PSA simultaneously terminates all SOWs hereunder, unless expressly agreed by the parties in writing. If the parties so agree, the terms of this PSA will continue to apply to that SOW until it is terminated or completed. Upon termination of this PSA or any SOW, Workday will promptly cease performance of all Professional Services under the terminated SOW(s) and Customer will pay Workday for all Professional Services performed per the PSA/SOW and/or Order Forms and all T&E as permitted in an Order Form and/or SOW incurred up to the effective date of termination. If Customer terminates a fixed fee SOW, any unpaid Professional Services Fees that are not covered by a prior invoice will be invoiced on a time and materials basis. Notwithstanding any other provision herein to the contrary, no termination or breach of this PSA or any SOW hereunder by either party for any reason will terminate or give either party the right to terminate any part of the Agreement or to seek or collect damages thereunder.

14. Deletion of Professional Services Data. Workday will delete the Professional Services Data by deleting Customer's files on the applicable File Transfer Server. Workday is not required to remove copies of the Professional Services Data from its backup files until such time as the backup files are scheduled to be deleted and will continue to protect such Professional Services Data in accordance with this PSA until it is deleted. This clause replaces the MSA's "Retrieval of Customer Data" clause in this PSA with respect to the subject matter of this PSA only.

15. PSA Additional Terms. The PSA Additional Terms in Schedule 1 attached hereto are incorporated into this PSA and, in the event of a conflict, control over any conflicting clauses contained in the body of this PSA.

16. Definitions. The following definitions apply to this PSA.

"Custom Integration" means any integration or connector between a third party application or service provider and the Service developed by (a) Customer or a third party ("**Customer-Provided Custom Integration**"), or (b) Workday pursuant to a SOW (a "**Workday-developed Custom Integration**"). Except as set forth in a SOW (and without limiting the warranties above with respect to Deliverables provided that such warranty does not cover issues with Custom Integrations that arise from updates either to the Service or to the system with which the Service is integrated) and except for the underlying Service, Custom Integrations are deployed (except as expressly provided in a SOW) and supported by Customer and are not part of the Service.

"Customer-Provided Material" means any requirements, specifications, standards, data, information, or other material that are contained or referenced in a SOW and provided by or on behalf of Customer for Workday to use in performing the Professional Services under the SOW.

"Deliverables" means any workbooks, reports, analyses, training materials, workflows, integrations, or other material identified as a Deliverable in the applicable SOW.

"Effective Date" of this PSA means the earlier of the Effective Date identified in this PSA or on the Signature Document that references this PSA, or the Effective Date of the first Statement of Work.

"File Transfer Server" means a Workday-provided server designated for transferring Professional Services Data between Customer and Workday.

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

"MSA" means the Universal Main Subscription Agreement #00495715.0 as executed between the parties March 25, 2025 inclusive of the US Public Sector Addendum between the parties dated March 25, 2025.

"Personal Data Breach," if not defined in the DPE, means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.

"Professional Services" means the professional services and any Deliverables to be provided by Workday as specified in a SOW.

"Professional Services Data," if not defined in the DPE, means electronic data or information that is provided to Workday hereunder for the purpose of being input into a Service, or any other Covered Data accessed within or extracted from a Service to perform the Professional Services.

"Professional Services Fees" means the amounts to be paid for Professional Services as set forth in the applicable SOW.

"Statement of Work" or "SOW" means each separate statement of work fully executed by the parties that refers to this PSA.

"Tenant" is a type of Instance.

"Workday Property" means any Deliverables or Workday-developed Custom Integrations (excluding any Customer Confidential Information contained therein), or software, documentation, recommendations, ideas, techniques, know how, methodologies, designs, programs, tools, processes, workflows, templates, integrations, connectors, training, specifications, configurations, domain names, information, material and enhancements developed at any time by Workday (alone or co-developed with Customer), and all associated Intellectual Property Rights.

Schedule 1
PSA Additional Terms

Location of Customer's Registered Office	PSA Additional Terms
United States	Federal Government End Use Provisions (if applicable). For purposes of this PSA with respect to the subject matter of this PSA only, this clause supersedes and replaces any clause of the MSA titled "Federal Government End Use Provisions." Workday provides Professional Services for federal government end use solely in accordance with the terms and conditions of this PSA, and Workday provides only the technical data and rights as provided herein. If a government agency has a "need for" rights not conveyed under these terms, it must negotiate with Workday to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein. All Professional Services provided by Workday hereunder are incidental to the purpose of providing the Service. Additionally, at least 95% of the work performed under this PSA will be performed by employees who are exempt under the Fair Labor Standards Act. For these reasons, neither the Service Contract Act nor its regulations apply to Workday's performance under this PSA.

CITY OF PLYMOUTH

RESOLUTION No. 2026-106

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT (PSA) WITH WORKDAY FOR THE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

WHEREAS, the city selected the Workday solution as the ERP for HR and Finance in March, 2025;
and

WHEREAS, the city is recommending completing the ERP implementation utilizing Workday professional services.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the contract with Workday for professional services is approved.

APPROVED by the City Council on this 28th day of April, 2026.

To: Dave Callister, City Manager

Prepared by: Andrea Rich, Finance Director

Reviewed by: Dave Callister, City Manager

Item: **Approve statement of work contract with Workday**

1. Action Requested:

Adopt resolution approving statement of work contract with Workday

2. Background:

On March 19, 2025, City Council approved Enterprise Resource Planning (ERP) contracts with Workday (software), Strada (Workday implementer) and SpryPoint (utility billing software & implementer). The Strada implementation contract was for \$2.1 million with additional estimated travel of \$175,000 and contingency held by the city. The original 10-year subscription contract with Workday totaled \$2.7 million (Year 1 during implementation \$39,161 ramping up to Year 3 of \$287,000 with a 2% increase annually thereafter) plus training of \$99,000 for a total of \$2.8 million over the 10 years. The SpryPoint contract was for \$636,000 in the first year (\$521,000 implementation and \$115,000 subscription) with additional estimated travel of \$25,000. The Workday ERP project began immediately following approval with a planned go-live date of April 1, 2026. The SpryPoint project was intentionally phased later in the ERP timeline and has an anticipated go-live of early 2027.

A full ERP system contains both HR (payroll, compensation, absence, benefits, learning, recruiting, etc.) and Finance (accounting, banking, capital assets, customer accounts, procurement, etc.) components and Workday is known in the industry as a high-quality HR system. The city is terminating the contract with Strada (Workday implementer) and proposing to complete the implementation directly through Workday. The Workday Statement of Work will have two timelines - HR/Payroll to begin immediately with a go-live in late September and Finance to begin in August with a go-live of January 1, 2027.

To move forward with direct implementation by Workday, the city will enter into a Professional Services Agreement (PSA) which would govern this project as well as any future project, and a Statement of Work (SOW) identifying the specifics of this project. The PSA and SOW are included in the agenda as two separate items.

Staff recommends approving the Statement of Work with Workday.

3. Budget Impact:

The implementation contract with Strada was for \$2.1 million; \$1.1 million has been paid thus far through the project; the termination agreement with final payment/refund is being negotiated.

The proposed Workday implementation contract is a total of \$1,567,800 split between HR (\$808,000) and Finance (\$759,720); however, the contract intentionally provides two timelines for HR and Finance and allows for a change order to terminate all or portions. The change order option allows the city to lock in pricing for the Finance implementation while also providing flexibility. Within the original budget of \$2.1 million plus travel & contingency, the city can complete the HR Workday implementation. The city will assess timelines and budget to determine next steps for the Finance implementation.

The current Workday contract for the annual subscription fees includes HR and Finance. The split is approximately 50/50. If the Finance product is not implemented, the city would need to work with Workday to amend the subscription contract. Due to the delayed implementation, Workday has amended the payment schedule, reducing year two to \$39,161 (originally \$158,355) and spreading the difference among the remaining eight years. Additionally, the training portion of the contract (originally \$99,000 for 18 months) has been extended to two years at no additional cost.

4. Attachments:

1. Agreement
2. City Council Resolution 2026-107

STATEMENT OF WORK

Signature Document

Customer Name	City of Plymouth (“Customer”)
Workday Entity Name	Workday, Inc. (“ Workday ”) Address: https://www.workday.com/content/dam/web/en-us/documents/legal/contracting-entity-addresses.pdf
Name of Professional Services Agreement	Professional Services Agreement (“ PSA ”) which incorporates the terms and conditions of the Universal Main Subscription Agreement #: 00495715.0 between Workday, Inc. and the City of Plymouth effective as of March 25, 2025, as amended by the US public sector addendum between the parties dated March 25, 2025 (“ MSA ”)(The MSA and included exhibits and attachments and PSA are collectively, “ Agreement ”)
PSA Effective Date	(PENDING PSA Effective Date)
SOW Effective Date	The later of the dates beneath the parties’ signatures below
Currency	USD
Project Name	City of Plymouth - Platform Deployment (“ Project ”)

Customer Contact Information	Billing Contact	Project Contact(s)
Contact Name	Andrea Rich	Andrea Rich Ali Timpone
Street Address City, State Zip Code Country	3400 Plymouth Blvd Plymouth, Minnesota 55447 U.S.A.	3400 Plymouth Blvd Plymouth, Minnesota 55447 U.S.A.
Phone	763.509.5320	763.509.5320 (Andrea) 763.509.5020 (Ali)
Email (Required)	arich@plymouthmn.gov	arich@plymouthmn.gov; atimpone@plymouthmn.gov

Primary Location(s) for Onsite Work (if applicable)	
Street Address City, State Zip Code Country	3400 Plymouth Blvd Plymouth, Minnesota 55447 U.S.A.

This is a Fixed Fee Project.

Workday shall provide to Customer the Professional Services as set forth herein on a fixed fee basis. Customer shall pay to Workday the Professional Services fees that are earned by Workday in connection with the provision of the Professional Services in accordance with the PSA and the Workday-provided invoice. Invoicing will occur no earlier than the Estimated Invoice Date described in the payment below.

Invoice Table:

STATEMENT OF WORK

Phase 1: HCM / Payroll (including Additional Scope (HCM Functional True Up) outlined in the SOW Scope) and Assessment (review of current Workday Service configurations, security, integrations, data conversion, report inventory) as further described below.

Phase 1 includes the following as further described in the SOW Scope section below:

Foundational Data Model setup

SKUs: (including all data conversion and security as described in the scope of this SOW)

Core Human Capital Management - LDP which includes: - Onboarding - Compensation
Benefits - LDP
Payroll for United States - LDP
Learning - LDP including Media Cloud
Recruiting - LDP
Messaging - LDP
Talent Optimization - LDP
Time Tracking - LDP
Absence Management - LDP
Scheduling - LDP

Integrations: all integrations for the areas of HCM, Benefits, Payroll, Time Tracking as described below in scope Section 9 (Integrations).

Reports: Complete inventory list analysis providing Workday equivalent reports, knowledge transfer with Customer on how to perform its own reporting, custom reports as described below in scope Section 10 (Reporting).

Invoice Number	Milestone Stage	Estimated Invoice Date	Workday Professional Services Fees*	Holdback	Invoice Amount
Payment 1	Assessment	Upon SOW Effective Date	\$150,000	(\$15,000)	\$135,000
Payment 2	Assessment	1-Jun-26	\$155,000	(\$15,500)	\$139,500
Payment 3	Configuration	1-Jul-26	\$133,000	(\$13,300)	\$119,700
Payment 4	Testing	1-Aug-26	\$104,000	(\$10,400)	\$93,600
Payment 5	Testing	1-Sep-26	\$115,000	(\$11,500)	\$103,500
Payment 6	Deploy	1-Oct-26	\$106,000	(\$10,600)	\$95,400
Payment 7	Post-Production	1-Nov-26	\$45,080	-	\$45,080
Total Professional Services Fees for Phase 1			\$808,080		\$731,780

STATEMENT OF WORK

Phase 2: Financials (including Additional Scope (FINs Functional True Up) outlined in the Professional Services Scope) and Assessment (review of current Workday Service configurations, security, integrations, data conversion, report inventory) as further described below

Phase 2 (unless terminated) includes the following as further described in the SOW Scope section below:

SKUs:

Core Financials - LDP, which includes:
o Financial Accounting
o Banking & Settlement
o Customer Accounts
o Supplier Accounts
o Budgets
o Business Assets
Grants Management - LDP
Projects - LDP
Expenses – LDP
Procurement - LDP
Strategic Sourcing Expert - LDP

Integrations: all integrations for the area of Financials as described below in scope Section 9 (Integrations).

Reports: Complete inventory list analysis providing Workday equivalent reports, knowledge transfer with Customer on how to perform its own reporting, custom reports as described below in scope Section 10 (Reporting).

Invoice Number	Milestone Stage	Estimated Invoice Date	Workday Professional Services Fees*	Holdback	Invoice Amount
Payment 8	Configuration	1-Aug-26	\$89,000	(\$8,900)	\$80,100
Payment 9	Testing	1-Sep-26	\$107,000	(\$10,700)	\$96,300
Payment 10	Testing	1-Oct-26	\$118,000	(\$11,800)	\$106,200
Payment 11	Testing	1-Nov-26	\$120,000	(\$12,000)	\$108,000
Payment 12	Testing	1-Dec-26	\$102,000	(\$10,200)	\$91,800
Payment 13	Deploy	1-Jan-27	\$101,000	(\$10,100)	\$90,900
Payment 14	Deploy	1-Feb-27	\$82,000	(\$8,200)	\$73,800
Payment 15	Post-Production	1-Mar-27	\$40,720	-	\$40,720
Total Professional Services Fees for Phase 2			\$759,720		\$687,820

*Does not include T&E. Workday will perform all Professional Services remotely except for specific activities where travel is mutually agreed to in writing by Customer and Workday. Customer will provide adequate workspace and network connections when Professional Services are performed at an onsite location as set forth in the Attached Terms. Customers must approve all travel expenses by email to Workday's Engagement Manager prior to booking travel.

The parties acknowledge that Phase 2 (Financials) is scheduled to commence on August 3, 2026, for a Target Go-Live Date of January 1, 2027. Notwithstanding the Project Schedule (defined below), the Customer reserves the right to

STATEMENT OF WORK

terminate, delay or suspend the commencement of Phase 2 with written notice to Workday. To exercise this right, the Customer must provide written notice of such termination, delay or suspension no later than thirty (30) days prior to the scheduled Phase 2 kick-off date or during the SOW term. In the event such notice is provided, the parties will execute a formal Change Order to redefine the Project Schedule and any associated Professional Services Fees for suspensions or delays, or, if Customer terminates Phase 2, to remove Phase 2 terms.

Fixed Fee Holdback:

The Fixed Fee for the Professional Services set forth under this SOW is \$1,567,800.00. An amount equivalent to 10% of the Professional Services Fees will be withheld by Workday from each invoice amount, with the exception of any invoices following the Deploy Stage for either Project phase, as set forth in the payment tables above (the “**Holdback**”) for Phase-1 Holdback amount of \$76,300.00, and Phase-2 Holdback amount of \$71,900.00 with a total Holdback amount of \$148,200.00. If each Project Stage is on time, based on the Project scope and timeline as outlined in the SOW, taking into account any mutually agreed upon Change Orders impacting the milestone/Project stage, then Workday will invoice the Project stage Holdback amount described in the tables below.

If this SOW is terminated prior to the Target Go-Live Date, other than termination for cause by Customer pursuant to the “Termination” section within the Agreement, Customer will pay the amount of the Holdback fees for the work actually completed that has been incurred up to the time of termination.

Phase 1 Holdback Releases	Estimated Holdback Invoice Date	Holdback Amount
End of Assessment Stage	5/29/2026	\$30,500
End of Configuration Stage	6/19/2026	\$13,300
End of Testing Stage	8/7/2026	\$21,900
End of Deploy Stage	9/4/2026	\$10,600
Total		\$76,300

Phase 2 Holdback Releases	Estimated Holdback Invoice Date	Holdback Amount
End of Configuration Stage	9/11/2026	\$8,900
End of Testing Stage	12/4/2026	\$44,700
End of Deploy Stage	1/1/2027	\$18,300
Total		\$71,900

Terms Applicable to Statement of Work (“Terms”) *	Type
Launch Flex SOW Program Terms (“ SOW Program Terms ”)	Attached Terms
Professional Services Scope (“ SOW Scope ”)	Attached Terms
Appendix 1	Project Roles
Appendix 2	Governance Process
Appendix 3	Issues Log from Strada Project
Appendix 4	Workday Change Order Rate Card

* Some Terms also may be referred to as an "Appendix" to the SOW.

**STATEMENT OF WORK**

This Statement of Work ("**SOW**") includes Signature Document ("Signature Document") and the Terms listed above and is governed by the terms of the Agreement. By executing the Signature Document, the undersigned agree that they are duly authorized signatories of the parties. The Terms attached to this SOW are referred to as the "**Attached Terms**". In the event of a conflict between this SOW, the PSA, and the MSA with respect to the Professional Services, the order of precedence is: (a) this SOW, (b) the PSA, and (c) the MSA, except that no terms in or attached to this SOW shall modify the PSA or the MSA or the US Public Sector Addendum unless the main body of this SOW specifically states which section it is amending.

Amendment to Section 6.2 Warranty of the PSA.

Workday further amends Section 6.2 Warranty of the PSA for this SOW as follows:

Commencing upon the conclusion of this SOW (defined as the end date for the Post-Production Support Period described in this SOW for each Phase) and for the period sixty (60) days after such date, each Deliverable will conform in all material respects to any specifications for such Deliverable which are set forth in this Statement of Work (or Project Plan thereunder) unless the reason for non-conformity is a subsequent change to the Service by Customer or its contractors other than Workday (or Workday's Subcontractors working under Workday's supervision).

The offer set forth in this SOW is valid only through April 30, 2026 ("**SOW Offer Expiration Date**"). If this SOW is not executed by the parties on or before that date, Workday has the right to rescind the offer, in which case this SOW is null and void. Neither party will have any obligation to the other party hereunder until the PSA and this SOW are executed by both parties. Unless otherwise defined herein, capitalized terms used in this SOW and applicable Terms have the same meaning as set forth in the PSA or in the MSA, as applicable.

City of Plymouth**Workday, Inc.**

Signature

Signature

Name

Name

Title

Title

Date

Date

STATEMENT OF WORK
Launch Flex SOW Program Terms

1. Launch Flex SOW Program.

1.1 Overview. The Launch Flex SOW Program (the “**Program**”) is a prescribed program of Professional Services using Workday’s standard deployment methodology, including Workday’s business process framework, systems, tools, security roles, and other attributes. A description of the Project stages is provided in the SOW Reference Guide, and the stages applicable to this SOW are described herein. These Launch Flex SOW Program Terms summarize the Program terms and are subject to the order of precedence set forth below. The parties’ respective obligations and the Professional Services Fees are based on the terms of the Program and the SOW.

1.2 Changes. The SOW describes the Professional Services that Workday will perform for Customer under the Program. Without changing the assumptions or scope in this SOW, if any responsibilities not specifically described in this SOW as a responsibility of either party are an inherent or necessary part of the Professional Services required for proper performance of the stated Professional Services in accordance with this SOW, those responsibilities will be deemed to be included within the scope of the Professional Services to be delivered for the Professional Services Fees, as if such responsibilities were specifically described in this SOW. Except as set forth in the preceding sentence, Workday has no obligation to perform any services that are not expressly described in the SOW unless the parties enter into a Change Order. Each Change Order is incorporated into the SOW upon execution.

1.3 Order of Priority. The SOW is governed by the terms of the PSA.

1.4 Australian Customers. *This clause applies only to customers contracting with Workday Australia Pty Ltd.* All prices and amounts stated in the SOW are exclusive of any applicable GST, or any other applicable value added tax payable by the recipient, and will be added to the price pursuant to the clause applicable to taxes, in the PSA. For the purposes of the SOW, any terms used which have meanings under the A New Tax System (Goods and Services Tax) Act 1999 (Cth), including the term “GST”, will have the same meanings as given under that Act

2. Program Methodology.

2.1 Performance. Each party will timely provide knowledgeable resources to complete Program obligations and will use commercially reasonable efforts to meet its respective obligations in the SOW. Workday will perform the Professional Services remotely (unless expressly agreed by the parties in writing) during common business hours in the locations where such services are performed, except as mutually agreed by the parties and excluding holidays as observed or permitted to be observed by either party.

2.2 Customer Requirements. Customer is solely responsible to determine if the Professional Services once delivered satisfy Customer’s business, legal, security, and other requirements and compliance obligations.

2.3 Project Governance. Each party will assign a Project Manager/Engagement Manager to manage the Project. Either party may escalate issues that are not timely resolved by the Project teams to Customer’s Project Manager and Workday’s Engagement Manager then, if not resolved, to the Steering Committee.

2.4 Steering Committee. The Steering Committee will include, as applicable to the Project, the Customer Executive Sponsor, Customer Project Manager, Workday Executive Sponsor, or Engagement Manager, and Workday PMO Executive (if Workday PMO Services are in scope). The Steering Committee is empowered to resolve issues that are not resolved at the Project level and will meet on a regular basis. In addition, the Steering Committee will drive alignment with business objectives; monitor Project financials, timeline, and resource staffing; review and provide guidance for risk mitigation plans; and review and approve Change Orders or authorize other actions to timely resolve Project escalations.

2.5 Project Roles. Descriptions of the Project roles are located in Appendix 1. Multiple roles may be fulfilled by a single resource.

2.6 Single Sign-On. If required, Customer will complete and enable single sign-on (“SSO”) connections from Customer’s existing system(s) to the Service before Project start.

2.7 Processing and Security of Personal Data. Workday’s Universal Security Exhibit as defined in the MSA, “**Security Exhibit**”, will apply to the SOW. Workday’s Universal Data Processing Exhibit as defined in the MSA, “**DPE**”, will apply to the processing of Personal Data under the SOW.

STATEMENT OF WORK

- 2.8 Data Transfers.** The parties will use a File Transfer Server to load Professional Services Data into and retrieve Professional Services Data from the Service.
- 2.9 Legacy Data Conversion.** Customer will extract data from its legacy systems, vendors, and/or applications in scope and correct and/or remove inaccurate, duplicate, or irrelevant records. With Workday guidance, Customer will populate the extracted and cleaned data into the Workday's data conversion template, load the data into the File Transfer Server or Instance, and verify the completeness and accuracy of the data. Workday will assist Customer to identify issues within extracted data located in the File Transfer Server or Instance. Customer will resolve all issues related to the extracted data. Workday will rely on the data verified or corrected by Customer.
- 2.10 Rights to Use.** Prior to providing (or making available) any data, information, or material to Workday, Customer will have obtained the rights for Workday to use Customer Content and other Customer-provided data, information, and/or material as appropriate for Workday to perform its obligations under the SOW.
- 2.11 Standard Business Process Framework.** The SOW is based on all of Customer's organizations in scope, including manager and employee self-service users, using a standardized business process framework. Workday will use the prior implementation partner's preconfigured processes as a starting point for all process configuration.
- 2.12 Customer Systems.** Use of any Customer-provided or -required systems, tools, and/or devices (collectively, "Customer Systems") is subject to Workday's internal review and written approval, which may be withheld in Workday's sole discretion for security and other reasons, except to the extent required by Law. If Workday's use of Customer Systems results in changes to the scope of work, schedule, and/or fees, the parties will execute a Change Order and/or an amendment to Customer's PSA. Workday does not test, monitor, or control Customer Systems and therefore cannot comply with certain of Workday's data processing and security obligations to the extent it uses such systems.
- 2.13 Instance/Tenant Refresh.** If Customer authorizes Instance or Tenant refreshes, the refreshes are performed automatically and may erase work stored therein. Customer will not request refreshes for Instances and Tenants used for the SOW without the prior written approval of the Workday Engagement Manager for the SOW. Workday is not responsible for any work lost due to an Instance/Tenant refresh.
- 2.14 Testing, Security Requirements.** Customer will create and implement any required test strategy and user test scenarios and for completing hands-on testing activities and validations. Workday will assist Customer with all security configuration compliance and Customer should thoroughly test using diverse personas for user access and visibility. Customer is solely responsible for understanding the effects of the Professional Services (including configuration changes) on Customer's security requirements and for satisfying such requirements with Workday's assistance. Workday will also provide the security help set forth in the SOW Scope.
- 2.15 Post-Production.** Customer will create, deploy, and maintain a Production support model, including defined roles, responsibilities, and processes, for use of the Service following the move to Production. Customer will undertake responsibility for functional and technical configurations of the Service from the Production Date.
- 2.16 Project Collaboration Tools.** To facilitate communication and testing, the parties may input limited data, screenshots, or other content from Customer's Instance or File Transfer Server into third-party Project Collaboration Tools (e.g., Smartsheet). The parties will make reasonable efforts to limit such content to non-sensitive data, which will be treated as Confidential Information but is not Customer Content.
- 2.17 Documentation and Recording.** Workday is not required to document the results of, or record, any sessions or calls that occur during the SOW Term, however Customer may do so subject to the following terms. Subject to Customer's compliance with applicable law, prior to a call or session, Customer may state its intention to record the call or session, in which cases Customer must provide the platform for the call and recording. Notwithstanding the foregoing, if Customer is subject to any form of public records requirements (e.g., Sunshine Acts, Open Records Acts, Freedom of Information Acts), Customer will not record any session or call hereunder will apply, including the exceptions thereunder. All recordings are subject to the confidentiality and nondisclosure terms of the PSA, , and may be used by Customer solely for its internal business purposes. A copy of any recording will be provided to Workday upon request. Any Confidential Information contained in a recording remains the exclusive property of the applicable party. No recording is a Deliverable or will modify or amend the SOW or any other agreement between the parties.
- 2.18 Delays.** Delays are addressed in Section 1.7 of SOW Scope.

STATEMENT OF WORK

- 2.19 Exclusions; T&E.** Without limiting the generality of clause 1.2 above, the SOW does not include any of the following, except to the extent expressly set forth in the SOW (including any Change Order): (a) any updates, changes, or modifications to a non-Workday system or environment; (b) any fit-gap, deep-dive, or legal review or analysis of Customer's business or compliance requirements or existing systems; (c) resolution of issues arising from data as extracted from Customer's data sources or legacy systems; (d) Instances; (e) modification of Workday's security roles, pre-configurations, or business process framework or use of any of the foregoing for less than Customer's organization in scope; (f) more than one standard workflow per business process in each functional area; (g) more than one standard business process framework for all countries in scope; (h) customization of any configured localization country attributes (e.g., currency, ethnicity, visa types); (i) change management services; (j) test script support; (k) training solutions for languages; (l) training or credits that can be applied to purchase training; (m) changes related to the platform or systems of Customer and/or its vendors and suppliers, except with respect to Workday-supported integrations; (n) access Customer or third party source systems or requests for data from third parties; or (o) travel or T&E, unless mutually agreed by the parties in writing in advance (email is sufficient). T&E is not included in the Professional Services Fees. Workday will invoice Customer for T&E on a monthly basis as incurred.
- 3. Project Scope.** The details of the Project and SOW scope are further described in the SOW Scope. Some of the following terms apply only if the associated activity is described in the SOW Scope.
- 3.1 Employee Counts.** "Employee Count" means the aggregate number of Customer's active employees, retired employees, terminated employees, and contingent workers set forth in the SOW Scope, if applicable. Any change to the Employee Count under the SOW does not modify any Employee Count for purposes of the MSA.
- 3.2 Countries in Scope, Languages, and Localizations.** All countries, languages, and localizations in scope are listed in the SOW Scope. Unless expressly set forth in the SOW Scope or a Change Order:
- (a) **Performance.** Workday will perform the Professional Services and provide all Deliverables, communications, and templates in the English language, without translation. For deployments performed on a wave basis, the Service will first be deployed (wave 1) in English. Any additional languages in scope will be deployed as provided in the SOW Scope. Customer is responsible for all translations and verifying the accuracy.
 - (b) **Supported Elements.** To the extent supported for in-scope countries by the current commercially available Service release, Workday will make available to Customer predefined (i) country formats, (ii) communications profiles/name and address formats, and (iii) localizations.
 - (c) **Language Requirements.** Customer is responsible for the following obligations: (i) delivering the language strategy outlining which objects will be translated to which languages by the end of prototype 1 testing; (ii) delivering translations for those objects in Workday's template format and to update end-to-end testing scripts or cases, plans, and resources to support those translations. Workday will load translations as delivered; (iii) define the approach for regional business requirements, data gathering, and documentation of requirements for processes augmentation in alignment with the Project Schedule.
- 3.3 Post-Production Support.** If specified in the SOW, Workday will provide Post-Production Support during the Post-Production Support Period. Post-Production Support activities will vary based on the Project scope.
- 4. Reporting.**
- 4.1 Reports, Report Types.** *This clause applies only when reporting activities are expressly included in the SOW Scope.* The parties will configure, test, and deploy Customer-defined custom reports based on Workday's standard report types as provided in the SOW Scope. Custom reports are those that require custom development. A description of Workday's report types is provided in the SOW Reference Guide and includes the reports described in the SOW Scope.
- 4.2 Custom Reports in Scope.** If custom reports are in scope, Customer will complete all Workday-required training for creating custom reports to be built before the Configure stage commences and provide a prioritized list of custom reports to be created, , and sufficient report design specifications. Workday will facilitate working sessions to capture additional detail for report development; collaborate with Customer to determine the list of report Deliverables and activities for which Workday is the Responsible Party; configure the report; and test the configuration. Customer will perform its required testing. If a data-related issue is identified during testing, Customer will load and successfully test corrected data prior to the move to Production. Workday will support deployment of custom reports in scope, reasonably assist Customer in activities where Customer is the Responsible Party, and conduct reasonable knowledge transfer activities to enable Customer self-sufficiency.

STATEMENT OF WORK

4.3 Reporting Limitations. Reports are limited to the available report data sources, data source filters, business objects, delivered report fields, custom objects and fields, and calculated fields. Reports are further limited to the availability of historical data that has been converted and migrated into the Instance.

4.4 Reporting Complexities Definitions. *This clause applies only to deployments for state and local governments and institutions of higher education.*

Complexity	Description
Low	Advanced or Matrix Report with up to five (5) calculated fields.
Moderate	Advanced or Matrix Report with up to ten (10) calculated fields.
High	Advanced or Matrix Report with up to twenty (20) calculated fields. Composite Report with one (1) data source.
Very High	Advanced or Matrix Report with greater than twenty (20) calculated fields. Composite Report with two (2) or more data sources and up to ten (10) instances of row-defined or cell-defined data.

5. Integrations and Connectors. *This clause applies only when integrations or connectors are expressly included in the SOW Scope.*

5.1 Integrations in Scope. All integrations and connectors in scope for the SOW, if any, are listed in the SOW Scope. Each Workday-provided integration will be a delivery of one file to one endpoint.

5.2 Integration Classifications.

“**Workday Integration Templates**” are Workday-provided integration template tools that are used by Workday and are licensed as part of the Service and used by Customer and third parties to create connectors and/or integrations to the Workday Service.

“**Configured Integrations**” are configured Workday Integration Templates that are deployed into an Instance and licensed to customers for use with the Workday Service. Configured Integrations require only configuration to deploy. A customized Configured Integration or Workday Integration Template becomes part of a Developed Integration.

“**Developed Integrations**” describes all other integrations, including any Custom Integrations. Developed Integrations also include solutions or connectors available that interact with the Workday Service platform (e.g., by direct connection to Customer’s Instance public API, as pre-built integrations), using such parties’ own tools or Workday’s Integration Template(s).

5.3 Integration Support.

- (a) *Configured Integrations and Workday Integration Templates.* Workday supports Configured Integrations and Workday Integration Templates under Workday Production Support; provided that Workday may modify or discontinue Configured Integrations and Workday Integration Templates from time to time. Customer may continue to use unmodified or discontinued versions without Workday support. The SLA and Service Level Credits do not apply to Configured Integrations or to Workday Integration Templates because Workday’s reliance on the third party system with which each interfaces. If Customer uses or develops any connector or integration that incorporates a Workday Integration Template, Workday will support the Workday Integration Template only, and the remainder of the connector or integration is a Developed Integration that must be supported by Customer or a third party.
- (b) *Developed Integrations.* Developed Integrations are neither part of the Workday Service nor supported by Workday. Customer is responsible for designing, developing, and deploying all Developed Integrations, except to the extent expressly set forth in the SOW. Customer will support all Developed Integrations.

5.4 Integration Testing and Deployment.

- (a) *This clause does not apply to Customers that subscribed to Workday Adaptive Planning-only and to no other Workday Service.* Customer will provide an SFTP server or an appropriate endpoint for integration or connector file exchange during the Project. Customer will attend and complete Workday’s required integration training prior to the commencement of the Configure stage.

STATEMENT OF WORK

- (b) The parties may initially determine that a Configured Integration may be used for the Project without modification. However, if the Configured Integration does not meet Project requirements specified in the SOW, the parties may be required to deploy a Developed Integration instead, per a Change Order.
- (c) Customer will test all integrations, regardless of type. If a data-related issue is identified during testing, Customer will load and successfully test corrected data prior to the move to Production. Customer is responsible for resolving issues arising from Customer-provided Custom Integrations and other integrations and connectors, other than a Workday Integration Template, Workday-developed Custom Integration, or Workday-provided integration. If an issue (other than a data-related issue) or Defect arising from a Workday Integration Template, Workday-developed Custom Integration, or Workday-provided integration is identified during testing, Workday will use reasonable efforts to resolve it during the Testing stage and before Deployment or during Post-Production Support, or, if agreed by the parties in writing, as provided in the Professional Services Warranty of the PSA, as amended in this SOW. Customer is responsible for any required data clean-up based on connector or integration field requirements.
- (d) Customer undertakes operational and configuration responsibility for all integrations as of the Production Date, including monitoring, troubleshooting, and deploying and testing updates, except for Workday's obligations to support Configured Integrations and Workday Integration Templates as expressly provided in these Terms, the Post-Production Support and the warranty terms described above.

6. **Definitions.** Capitalized terms used in the SOW have the respective meanings applied to such terms in the MSA, DPE, or PSA, as applicable. The following definitions apply to the SOW.

“Covered Data,” if not defined in the DPE, means (i) Customer Content or (ii) Professional Services Data.

“Customer Content,” if not defined in the DPE, means electronic data or information submitted to the Service by Customer, its Affiliates, or Authorized Parties.

“Change Order,” means an agreement executed by the parties to document any change(s) in Project scope, the estimated level of effort, Project Schedule, and/or other changes in the Professional Services to be performed by Workday pursuant to a SOW.

“File Transfer Server” means a server provided and controlled by Workday using secure file transfer (or successor protocol) to transfer the Professional Services Data between Customer and Workday for deployment purposes.

“Including” (regardless of capitalization) means including, without limitation.

“Post-Production Support” means the support provided by Workday deployment team members that supplements Workday Production Support and may include reasonable assistance, guidance, knowledge transfer, close-out activities, issue assistance and escalation, and/or other activities specified in the SOW.

“Post-Production Support Period” means the period (if any) specified in the SOW that begins at the Production Date and during which Workday provides Post-Production Support.

“Production Date” means the actual date on which the deployed Service is first in Production.

“Project Plan” means the mutually agreed written plan provided by Workday to Customer outlining the deployment steps and timeline of the Project, as may be updated from time to time by mutual agreement of the parties.

“RAID” means the Risk Action Issue Decision log for the Project.

“Responsible Party” or **“Primary”** is the party primarily responsible for providing the deliverable and coordinating contributions from the Supporting Party.

“Supporting Party” or **“Secondary Responsible Party”** or **“Secondary”** is the party responsible for providing information and/or assistance to enable the Responsible Party to complete a deliverable (e.g., guidance, templates, instructions, expertise, data).

“Service,” as used in the SOW, means a Service identified in the SOW Scope with respect to which Workday will perform Professional Services under the SOW, and is further described in SOW Scope (e.g., HCM, Financials, Peakon Employee Voice, Workday Adaptive Planning, Workday Strategic Sourcing, Evisort Contract Lifecycle Management, HiredScore, VNDLY).

STATEMENT OF WORK

“**SOW Reference Guide**” is currently located in Workday Community and provides reference material designed to help Customer understand certain terms and processes described in the SOW; provided however, that notwithstanding any provision in the SOW or other agreement between the parties to the contrary, the SOW Reference Guide does not form any part of the SOW.

“**Target Production Date**” (also “**Target Go-Live Date**”) means the date in the Project Plan on which the deployed Service is targeted to be in Production.

“**T&E**” means travel, lodging, and related expenses reasonably incurred by Workday for mutually agreed travel for the SOW.

“**Tenant**” is a type of Instance.

7. Additional Terms for Workday Prism Analytics. *This clause applies only when Workday Prism Analytics is expressly included in the SOW Scope.*

7.1 Data Ingestion; Prohibited Data. Customer will ingest its files into Workday Prism Analytics per the methods described in Workday Community. Customer will not load any PCI or PHI data into, or use any such data with, Workday Prism Analytics.

7.2 Workday Prism Analytics Functionality. Workday will design and configure Workday Prism Analytics functionality as expressly provided in the SOW Scope. Workday will design the configuration of each component listed in the SOW Scope during the early stages of the Project. The use case(s) described in the SOW Scope are representations of areas of data analysis to be designed and configured. Workday and Customer will collaborate to determine the final list of use cases during the Plan and Architect & Configure stages of the Project, aligned to the Project scope set forth in the SOW Scope.

7.3 Knowledge Transfer. Workday will provide reasonable knowledge transfer to Customer for Workday Prism Analytics, which may include, as appropriate to the SOW Scope, solution Q&A, walkthrough, and product overview. Knowledge transfer activities do not include formal training offered through Workday Education or user guides or manuals.

8. Additional Terms for Workday Strategic Sourcing Service. *This clause applies only when Workday Strategic Sourcing (“WSS”) and the applicable activities are expressly included in the SOW Scope.*

Report Building. Customer will build reports in Production and for operation and configuration of the WSS Production environment for the move to Production, leveraging the design decisions and architecture from the WSS Sandbox environment, and configuration workbook during deployment worksets.

Suppliers. Customer must onboard its selected suppliers into WSS and the Workday Financial Management Service (“FIN”). Customer will synchronize its suppliers before running the supplier contracts connector integration. In addition, Customer will synchronize its supplier contacts with their respective email addresses to attach the supplier contacts to the applicable supplier contracts. With Workday’s assistance, Customer will configure Workday Service segmented security to launch and maintain supplier connector integrations.

STATEMENT OF WORK

Professional Services Scope

(SOW Scope)

1. General.

1.1. Scope. This SOW covers the Professional Services to complete the implementation of the functionalities described in high level detail in Section 2.1 of this SOW and in more detail in Sections 5 and 6 of this SOW for the Service, as well as the data conversion, security, integrations and reports described herein, in two phases (as outlined on the Signature Document) (“**Project**”). “**Service**” means the Workday SKUs purchased by Customer under ORDER FORM 00472820.0.

1.2. Project Plan. The Project Plan is a living document that governs certain details concerning the Project. Once generated, the Project Plan may be updated only as mutually agreed by the parties, and subject to the terms herein. The Project Plan is incorporated herein by reference. In the event of a conflict between this SOW and the Project Plan, this SOW shall govern.

1.3. Workday Obligations. Workday will actively participate in all required Project activities and make knowledgeable resources available for all virtual and in-person sessions and meetings. Workday will provide clear communications and feedback throughout the Project to reduce unnecessary work efforts. Workday is responsible for the timely coordination of Workday Personnel engaged by Workday necessary to timely perform all Professional Services in accordance with this SOW including the mutually agreed Project Plan.

1.4. Roles, Responsibilities and Resources.

(a) Workday Personnel Generally. Workday will provide direction to Workday Personnel performing Professional Services and will ensure that Workday Personnel comply with all applicable terms and conditions of this SOW and the Agreement while they are performing Professional Services.

(b) Key Personnel Staffing – Project Roles.

The parties acknowledge that the following roles shall constitute (“**Key Personnel**”) as further defined below:

Workday Key Personnel Role for Project
Functional Lead - FDM
Functional Lead – HCM/PATT
Engagement Manager

It is understood that the identified Key Personnel are critical to the Project and the absence of these Key Personnel would have material adverse impact to the Project. Workday will make commercially reasonable efforts to commit Key Personnel to the specified duration of Customer’s deployment. If Customer in good faith objects to the proposed assignment of a particular individual to a Key Personnel role, the parties will attempt to resolve Customer’s concerns to the reasonable satisfaction of Customer while taking into consideration Workday’s intent of such Key Personnel placement. If Customer has concerns over Key Personnel assigned to Customer’s Project, Customer shall document and bring such concerns to the attention of Workday. Workday will report its intended resolution to Customer. Workday shall take reasonable measures to resolve such concerns unless such concerns would be illegal if applied to Customer’s own personnel. Workday and Customer will take reasonable and necessary steps to mitigate any impact on the provision of the Professional Services. If the parties cannot resolve Customer’s concerns of such placement within five (5) business days Workday will 1) not assign the individual to that position and 2) propose to Customer the assignment of another individual of suitable ability and qualifications. Customer recognizes that removal of Workday’s personnel may impact schedule and critical milestones as it may not be possible for Workday to assign an immediate replacement to Customer’s Project, and Workday will make every reasonable attempt not to impact the Project Schedule and milestones. Notwithstanding the foregoing, if the parties agree that replacement of Key Personnel already involved in the Project is warranted and appropriate, or if the parties mutually agree that replacement is necessary following discussions, Workday:

STATEMENT OF WORK

(i) will ensure any necessary knowledge transfer will be at Workday’s expense and accomplished without material impact to the Project Schedule; (ii) will not charge Customer for the time needed to familiarize the replacement with the Project (which includes any replacement training up to ten (10) business days and any services that are to be re-performed due to a replacement) and (iii) will absorb any overtime costs needed to ensure that the Project stays on schedule when replacing any Key Personnel. In the event of replacement, Workday shall provide an alternative candidate for such employee that will be reasonably acceptable to Customer, prior to the removal of the relevant Key Personnel.

(c) **Customer Roles.** Customer will staff the roles described in Appendix 1, pursuant to the specific requirements of this SOW and the Project Plan.

1.5. Defect Resolution.

(a) **“Defect”** means a failure of the Service to operate as designed within the configuration (including security), integrations, reports, and data conversion scope of this SOW, or a failure of the Service to have been configured in accordance with best practices. Defects can be identified during testing, reviews, or other points in the Project. Defects that are found during testing will be logged in the RAIDQ Log provided within Workday Smartsheet tool.

(b) Defects will be categorized as follows:

Severity Level	Description
Critical	- This problem has caused further processing to be suspended in a core business process or integration - Work around options are limited or none exist - The problem must be corrected for the process to be successful
High	- This problem has caused a serious problem in system processing - There may be a workaround, but it would result in significant additional work or applies to a critical business function - The problem should be corrected for the process to be successful
Medium	- This problem has caused an inconvenience to the users and/or system processing - While a workaround does exist, correcting the problem would be advisable
Low	- This problem causes a minor user or processing problem - Correction is low priority and can be scheduled as convenient

(c) Any Defects found will be assessed and resolved as follows:

- For Defects in configurations (whether performed by Strada or performed by Workday), by Workday with cooperation from Customer functional and technical teams, without limiting the other terms in the Agreement and this SOW;
- For Defects in integrations see Section 9; and
- For Defects in reports, see Section 10.

(d) The Defects will be assigned severity levels by Customer.

1.6. Fees and Payment.

(a) Workday will provide the Professional Services under this SOW in accordance with the terms set forth on the PSA. For additional Professional Services under a Change Order under this SOW, for which additional fixed-fees may be due, the rates set forth in Appendix 4 shall apply as the basis for determining the fixed-fees subject to any escalators therein.

STATEMENT OF WORK

(b) Workday will invoice Customer for the Professional Services provided under this SOW as provided in the PSA. Payments against the invoices are due in accordance with the Agreement subject to the following.

1.7. Issue Escalation and Delays.

(a) The parties acknowledge that a delay or failure of a party to meet its obligations may result in a pause in performance until the parties have reached mutual agreement and re-engaged necessary resources.

(b) To help avoid Project delays, the parties are jointly responsible for escalating and resolving issues of which they are aware.

(c) Workday will promptly notify Customer when it becomes aware that an act or omission of Customer or Customer personnel will cause, or has caused, a problem or delay in the Project. Workday will work with Customer and the Customer personnel to prevent or circumvent such problem or delay.

(d) The parties will leverage the Governance Process in Appendix 2 to resolve issues in the Project in a reasonable and good faith manner to minimize impacts to the Project Schedule and costs. The initial issues log has been ported over from Strada, and Workday will track all Project issues (including the issues listed in Appendix 3) within a consolidated RAIDQ Log based on such issues log made available to Customer 24x7 and assign a resolution owner and proposed resolution date to each issue; provided, that issues assigned to Customer must be discussed and agreed by Customer prior to assignment. Issues include Defects.

1.8. Termination of this SOW.

On completion or termination of this SOW as agreed in the PSA, Workday will promptly provide any Deliverables, whether fully or partially completed, to Customer. “**Deliverables**” is defined in the PSA, and for clarity but without limitation includes any configurations or other work product under this SOW.

1.9. Project Stage Acceptance Process.

Except as otherwise mutually agreed in writing, the following procedures shall govern acceptance of each Project stage under this SOW. Email is considered an acceptable form of approval. Customer's Project Manager (or his or her designee) shall be Customer's authorized representative (“**Acceptor**”) to (i) accept or reject a Project stage, in whole or in part, and (ii) communicate Customer's comments, objections or responses concerning any Project stage. The following procedures shall apply upon delivery of each Project stage under this SOW to determine Customer acceptance of this stage. The acceptance criteria for each stage shall consist of meeting the specific requirements of this SOW in accordance with best practices and such additional criteria only as the parties mutually agreed upon in writing (the “**Acceptance Criteria**”). 1) Customer may not unreasonably withhold or delay any acceptance of a Project stage. 2) The Acceptor shall use reasonable efforts to promptly review the Project stage within five (5) business days after receipt of notification from Workday that the applicable Project stage is completed. Within the five (5) business days from notification, the Acceptor shall deliver to Workday either (a) written acceptance (e-mail is acceptable), or (b) a written response describing in sufficient detail the unacceptable portions. Project stages are deemed accepted when Customer formally accepts in writing; however, if Customer does not specifically identify deficiencies in writing within five (5) business days after notification from Workday, acceptance will be deemed received. If the stage is rejected, Workday shall correct the deficiency promptly, and if the deficiency is still not corrected, Customer may (in its sole discretion and without limiting Customer's remedies) either: (i) extend the time for Workday to correct such deficiency; (ii) conditionally accept the non-conforming stage on the condition that Workday correct the deficiency in accordance with a remediation plan provided by Workday and approved by Customer; or (iii) If the parties are unable to reach agreement on (i) or (ii) above, the matter shall be escalated for resolution through Program Governance as set forth in Appendix 2. Acceptance does not limit Customer's other rights and remedies under the Agreement.

1.10. Tools. Workday shall provide, operate, support, maintain, and facilitate access to the “**Project Collaboration Tools**”, as identified below, to the extent necessary for Workday to perform the Professional Services and for Customer's access and use. Workday agrees that Customer and its personnel, including employees and contractors, have the right to use the Project Collaboration Tools in connection with this SOW. Without limiting the foregoing, Workday will maintain and support the Project Collaboration Tools so that they operate in accordance with their specifications and documentation. Access to the Project Collaboration Tools is limited to Customer and its personnel solely for use in connection with this SOW and only during the term of this SOW. Workday will terminate Client's access to the Project Collaboration Tools at the end of the SOW and will delete all or return all Professional Services Data or Customer Data in the Project Collaboration Tools.

STATEMENT OF WORK

Tool	Install Location	Description	Security Policy	Infrastructure Requirements	Device Access
SmartSheet	N/A - Smartsheet is a SaaS Cloud solution.	SmartSheet is the core toolset for managing implementation program and projects within the PMO. Smartsheet facilitates project planning, resource management, risk and issue identification and resolution, change control measures, delivery management, and project reporting, all via a user-friendly web interface.	Onboarding/ Offboarding [The Workday Engagement Manager] will provide information to Customer that will outline the processes for onboarding / offboarding of Project Team members - Only Project Team members who have been assigned in SmartSheet will have access to SmartSheet	Computer with connectivity to the internet.	- Customer will access SmartSheet via a Customer laptop or desktop connected to the internet - The Workday Team will access via a Workday provisioned laptop connected to the internet

2. Countries in Scope.

2.1. Functional Scope Summary by Country Table

Product	United States
Accounting and Finance	Yes
Core Human Capital Management	Yes
Foundation	Yes

3. Project Schedule.

3.1. Generally. The high-level timeline for each Phase of the Project and the anticipated Target Go-Live Dates are described below (“**Project Schedule**”). The Project Plan will set out the detailed timeline agreed by the parties, which may only be modified by agreement of the parties (which will require a Change Order to change any of the dates specified as Target Go-Live Dates (rather than the change being made only in the Project Plan)). The parties acknowledge that the Target Go-Live Dates may need to be adjusted after the Assessment is performed. There will be a Target Go-Live Date for each of Phase 1 and 2.

Deliverables and milestones shall be completed by the dates set forth in the Project Plan with the following being the Target Go-Live Dates:

- September 12, 2026, Phase 1
- January 1, 2027, Phase 2

3.2. Phase 1. The expected time required to complete the Deliverables in Phase 1 is expected to be [24] weeks (excluding freeze weeks, which are mutually agreed freeze periods in which no effort from Workday is required) between the expected start date of 05/04/2026 and a Target Go-Live Date of 09/12/2026 *, plus Post-Production Support as described below. Any change in timelines will follow the Change Order Process. Prism is out of scope for Workday.

STATEMENT OF WORK

Launch – Phase 1 – HCM & PAY	Phase 1 – HCM & PAY Project Start-Up Activities and Assessment	Project Start-up Activities, Review and Finalize Configuration	E2E and Payroll Parallel Testing	Deploy	Post-Production	Total
Total Estimated Weeks	4	3	7	4	6	24
Start Date	5/4/2026	6/1/2026	6/22/2026	8/10/2026	9/7/2026	
End Date	5/29/2026	6/19/2026	8/7/2026	9/4/2026	10/16/2026	

* Target Production Date will be finalized after the Assessment period. The Project Start-Up and Assessment for both HCM/PAY and Financials will begin at the same time (week of May 4, 2026)

3.3. Phase 2. The expected time required to complete the Deliverables in Phase 2 is expected to be [32] weeks (excluding freeze weeks, which are mutually agreed freeze periods in which no effort from Workday is required) between the expected start date of [08/03/2026] and a Target Go- Live Date of 01/01/2027 *, plus Post-Production Support as described below. Any change in timelines will follow the Change Order Process. Prism is out of scope for Workday.

Launch – Phase 2 – FINS	Phase 2 – FINS Project Start-Up Activities and Assessment	Project Start-up Activities, Review and Finalize Configuration	Unit Testing	E2E	Deploy	Post-Production	Total
Total Estimated Weeks	4	6	6	6	4	6	32
Start Date	5/4/2026	8/3/2026	9/14/2026	10/26/2026	12/7/2026	1/4/2027	
End Date	5/29/2026	9/11/2026	10/23/2026	12/4/2026	1/1/2027	2/12/2027	

3.4. Deployment Plan.

Countries / Segment Included	Scope	Number of Employees
United States	See Scope Below	1000

4. Project Activities and Scope.

4.1. Project Activities Overview of Stages.

(a) Project Start-Up Activities.

i. Workday will convert up to 7,000 Active Employees or Contingent Workers including current personal data, current contact data and current job record. Terminated employees who received payment in the last 12 months, and contingent workers with contracts ended in the last 12 months, as part of data conversion.

ii. Workday Engagement Manager will provide a Project Plan for the deployment and outline the tasks to be completed for both the Customer and Workday, as agreed by Customer. Customer's Project Manager will be responsible for maintaining Customer's tasks in the Project Plan for updates and activities.

STATEMENT OF WORK

(b) Assessment of HCM and Financials.

The Assessment stage focuses on understanding the current solution and defining the path forward. During this stage, Workday will review the status and quality of the configuration, security, reports, integrations and data conversion and related project assets delivered to date by the prior implementation partner. This typically includes reviewing tenant configuration, design documentation (where available), testing results, and open issues or risks. The objective is to assess alignment with leading practices and Workday methodology, identify configuration and design gaps, and recommend areas for remediation or redesign. The outcome of this stage will inform the scope, priorities, and approach for subsequent Configure and Testing activities in each phase. The assessment phase will include both Phase 1 and Phase 2 functional areas, security, reports and integrations, and data conversion.

(c) Configure.

The Configure stage focuses on updating and completing the Workday Service configuration based on the Assessment outcomes and agreed scope, including unit testing of the configured solution. For Phase 1 (HCM and Payroll), Workday will primarily refine, complete, and, where necessary, adjust the existing configuration, with an emphasis on fixing Defects, correcting the issues in Appendix 3, adding the Additional Scope configurations and otherwise targeted changes rather than wholesale redesign unless the original design is not best practices. For Phase 2 (Financials), Workday will perform more extensive configuration activities, which may include significant modification or re-work of existing configuration, subject to the agreed Project scope as well as fixing Defects, correcting the issues in Appendix 3, adding the Additional Scope configurations. As part of this stage, Workday will support and/or perform unit testing appropriate to the level of configuration change: for Phase 1, an abbreviated unit testing cycle focused on areas impacted by the agreed updates; for Phase 2, a standard unit testing cycle commensurate with the anticipated level of configuration change and re-work. Across both phases, configuration and associated unit testing activities follow Workday's standard methodology and are limited to the items described in this SOW. As part of this stage, Workday will also perform the report and integration tasks including all unit testing of Workday assigned reports and integrations, and provide assistance on configuring security roles and other security matters.

(d) Testing.

The Testing stage validates the end-to-end business processes and the integrated behavior of the in-scope solution. Workday will build and smoke test the End-to-End testing Tenant, copy to create the Payroll Parallel test Tenant and support the Customer in planning and executing End-to-End testing to confirm that configured business processes, integrations, reports and data work together as expected across HCM, Payroll, and, when applicable, Financials in line with the agreed scope, including Workday correcting all Defects unless Customer agrees in writing in the RAIDQ Log that it will correct Defect(s). For Payroll, this stage will also include parallel testing of two pay periods to compare payroll outcomes between Workday and the customer's current or legacy process, with the objective of identifying and resolving discrepancies prior to go-live, and Workday will correct all Defects unless Customer agrees in writing in the RAIDQ Log that it will correct Defect(s). The Customer maintains overall ownership of test execution and sign-off. Workday will also provide knowledge transfer sufficient for Customer to train its personnel.

(e) Deploy.

The Deploy stage prepares the solution for go-live and transitions it into production. Workday will build and smoke test the Gold Tenant and assist with planning and executing deployment activities in line with Workday's standard deployment approach for each phase. Typical activities will include supporting cutover planning, assisting with configuration migration, providing guidance on deployment readiness, and supporting the Customer during the go-live window for issues related to the in-scope configuration. The timing and responsibilities for deployment activities will be agreed with the Customer and documented as part of the Project Plan and this SOW.

STATEMENT OF WORK

(f) Post-Production Support.

The Post-Production Support Period provides limited-duration support following the Production Date to stabilize the solution and enable customer self-sufficiency. Workday will assist Customer with addressing post-go-live questions and issues related to the in-scope configuration, and will provide final knowledge transfer and guidance on operational processes, as defined in this SOW. Support during this stage is intended to facilitate a smooth transition from project implementation to steady-state operations and does not constitute ongoing production support services beyond the agreed post-production period.

4.2. Deliverables/Milestones. The Deliverables/Milestones are in the table below.

“Primary Responsible Party” means the party responsible for executing the task and for creating the resulting item and coordinating contributions from the Secondary Responsible Party.

“Secondary Responsible Party” means the party responsible for supporting the “Primary” role and for providing information and/or assistance to enable the Primary Responsible Party to complete a deliverable (e.g., guidance, templates, instructions, expertise, data) but is not responsible for executing the resulting item. In regard to Workday, a Secondary role involves providing advice, recommendations, suggestions, templates, examples and access to leading practices as applicable to the Workday Service. In regards to Customer, a Secondary role involves providing input, reviewing the Deliverable and providing feedback on what is produced by Workday.

“Not Applicable” or “N/A” means the party has no responsibility to perform or support the resulting item.

Stage	Stage Number	Activity	Output	Primary Responsible Party	Secondary Responsible Party
1. Assessment	1.a	Develop Project Plan and Tenant and Instance management plan(s) and begin Project work streams including reporting, integration, testing, security and data conversion. Workday to provide workbook template for secure File Transfer Server.	Project Plan and Project Kickoff	Workday	Customer
1. Assessment	1.b	Gather, clean, and upload Professional Services Data to the File Transfer Server.	Professional Services Data	Customer	Workday
1. Assessment	1.c	Customer provides access to all functional business requirements	Customer business requirements	Customer	Not Applicable
1. Assessment	1.d	Review configuration and security for all functional areas, issues log, and Additional Scope for completion status	Configuration assessment documentation assessing completeness (not started, in progress, complete) and level of	Workday	Customer

STATEMENT OF WORK

Stage	Stage Number	Activity	Output	Primary Responsible Party	Secondary Responsible Party
			effort to reach completion		
1. Assessment	1.e	Customer provides list of ALL required integrations if different from the list set forth in Section 9.5(a)	Customer list of required integrations	Customer	Workday
1. Assessment	1.f	All integrations in build/testing or Needs Work are assessed with a design review and a code review	Integration Design Document (IDD) sign off by Customer	Workday	Customer
1. Assessment	1.g	Customer provides list of ALL legacy reports for applicable Phase	Customer list of legacy reports	Customer	Workday
1. Assessment	1.h	Review all customer legacy reports, recommend which type of report to use to replace each legacy report, and create inventory of reports to be delivered	Reporting development inventory list	Workday	Customer
1. Assessment	1.i	Assessment Stage Completion	Stage completion sign off	Customer	Workday
2. Configuration	2.a	Develop new or correct Needs Work integrations & Workday to conduct unit testing	Integration functioning as expected against IDD	Workday	Customer
2. Configuration	2.b	Complete all functional configuration updates, fix Defects, correct the issues in Appendix 3, configure the Additional Scope configurations and reports that were identified in Assessment stage.	Configuration and defects will be addressed by Workday consultants Configure and unit test of custom reporting solutions within Workday's scope based on requirements provided by Customer	Workday	Customer

STATEMENT OF WORK

Stage	Stage Number	Activity	Output	Primary Responsible Party	Secondary Responsible Party
2. Configuration	2.c	Prepare and execute customer confirmation session	Workday will support and guide the Customer with selecting configurations to showcase. Customer is responsible to coordinate and execute customer confirmation sessions	Customer	Workday
2. Configuration	2.d	Phase 1: Customer executes unit testing for modified configuration only Phase 2 Only: Customer executes unit testing for all configuration	Unit testing sign off	Customer	Workday
2. Configuration	2.e	Customer creates End-to-End test scenarios to meet its specific business requirements by modifying sample Workday test scenarios	Customer test strategy documentation and scenarios	Customer	Workday
2. Configuration	2.e	Configure Stage Completion	Stage completion sign off	Customer	Workday
2. Configuration	2.f	Tenant build for End-to-End testing Parallel Payroll Tenant will be setup by Workday using a copy of the End-to-End Tenant.	End-to-End Tenant build complete Parallel Tenant copy complete.	Workday	Customer
2. Configuration	2.g	Workday smoke test configuration	Smoke testing sign off	Workday	Not Applicable
3. Testing	3.a	Validate configurations and Customer Data	Customer test scenarios and issues log	Customer	Workday
3. Testing	3.b	Execute End-to-End testing for all functional areas, reports, and integrations with Workday support for issue and Defect resolution	End-to-End sign off	Customer	Workday

STATEMENT OF WORK

Stage	Stage Number	Activity	Output	Primary Responsible Party	Secondary Responsible Party
3. Testing	3.c	Workday provides Payroll Parallel Strategy document that outlines parallel procedures, pay periods to be testing, exit criteria, etc.	Payroll parallel Strategy document and guidance provided by Workday. Customer is responsible to approve the final document and Customer's exit criteria	Customer	Workday
3. Testing	3.d	Conduct Payroll Parallel testing with two (2) pay periods	Payroll parallel sign off per the exit criteria established by the Customer	Customer	Workday
3. Testing	3.e	Develop User Readiness Plan based on Workday provided template	User Readiness Plan - Document summarizing the recommended change actions and specifically outlining the approach, sequence, methods, and timeline for delivering change across Customer, as part of operational readiness cross-stage work stream	Customer	Workday
3. Testing	3.f	Develop Go-Live checklist based on Workday provided template	Go-Live Checklist Sign-off	Customer	Workday
3. Testing	3.g (1)	Plan for cutover from legacy system based on Workday provided template	Customer reviews the Cutover plan and tailors to their specifications	Customer	Workday
3. Testing	3.h. (2)	Conduct knowledge transfer sessions	Commence Knowledge transfer sessions and continue through Post go-live	Workday	Customer
3. Testing	3.i	Change Management and Training Program based on Workday provided examples	Plan and execute Change Management program to support end-user adoption	Customer	Not Applicable except for Workday providing examples
3. Testing	3.j	Customer to provide updated clean data for Gold build Tenant mapped and ready to load into Workday	Data provided to Workday SFTP location	Customer	Workday

STATEMENT OF WORK

Stage	Stage Number	Activity	Output	Primary Responsible Party	Secondary Responsible Party
3. Testing	3.k	Test Stage Completion	Stage completion confirmation Sign -off	Customer	Workday
4. Deploy	4.a	Conduct Go/No-Go confirmation	Go-Live Authorization	Customer	Workday
4. Deploy	4.b	Build Gold tenant	Gold tenant build complete	Workday	Not Applicable
4. Deploy	4.c	Workday smoke test configuration	Smoke testing sign off	Workday	Not Applicable
4. Deploy	4.d	Validate configurations and Customer Data	Customer Test Scenarios and Issues Log	Customer	Workday
4. Deploy	4.e	Go-Live Event (first move to Move to Production	Move to Production (MTP) complete	Workday	Not Applicable
4. Deploy	4.f	Deploy Stage Completion	Stage completion confirmation Sign off	Customer	Workday
5. Post-Production	5.a	Post-Production data updates and final conversion	Production Tenant	Customer	Workday
5. Post-Production	5.b	Provide support during the initial Post-Production Support Period	Post-Production Support	Workday	Customer
5. Post-Production	5.c	Conduct final Post-Production knowledge transfer sessions	Post-Production final knowledge transfer sessions executed and complete	Workday	Customer
5. Post-Production	5.d	Post-Production Support Stage Completion	Stage completion confirmation	Workday	Customer

4.3. Post-Production Support Period.

Service Deployed	Post-Production Support Period
Phase 2	In the case of Accounting and Finance, Workday will support the Customer in processing the first month-end for six (6) weeks following move to Production Date.

STATEMENT OF WORK

Service Deployed	Post-Production Support Period
Phase 1	For first two full pay cycles after the first pay date which falls after the move to Production Date. [Workday will support the pay periods that are associated with the first two pay days following the move to Production Date. For an on-quarter go-live, this is expected to be the first two pay days in the first month of the quarter.]

5. Functional Scope.

5.1. Background.

(a) The tables below list the functional and technical scope included in the Project from Strada (the implementer from which Workday is taking over the Project). Throughout implementation with Strada, changes to the original functional and technical scope were made (e.g., additional balancing by project/grant, encumbrance accounting, etc.). With Workday's completion of the implementation, it is not the intent to remove/reduce any of the changes incorporated thus far in the Project. The scope below will be used to validate current configurations in the Customer's HCM and Financials Testing Tenant. Scope includes all items identified in the issues log (Appendix 3 of this SOW) derived from the Strada project, and resolution of identified Defects and issues.

(b) Any (i) functional or technical details not listed below or identified in the issues log (Appendix 3 of this SOW), or (ii) not included in the integrations scope (Section 9) and reports scope (Section 10) below, are excluded from the Project for the fixed fees. Workday & Customer will validate configuration during the Assessment period for End-to-End & Payroll Parallel Testing. Workday will tweak or correct as applicable any current configuration identified with an issue in the Tenants for Testing. The expectation is that individual configuration changes (for each item within a Functional Area) will not require more than 6 hours of additional work to correct Defects or reconfigure, with the exception of those items already identified in the issues log (Appendix 3 of this SOW). If more than 6 hours is needed for any individual item (excluding the items identified in the issues log in Appendix 3) or there are new configurations due to change in scope, such items will go through the Change Order Process.

5.2. Foundational Data Model Setup

- (a) Values
- i. Out of Scope= not included in Professional Services
 - ii. In Scope = will be configured for Customer where necessary to meet Customer's business requirements within reasonable ranges given the employee count and geography
 - iii. WD Delivered = Workday Delivered functionality or pre-configuration provided
 - iv. Up to = a boundary on configuration volume for the functional area to aid in scoping effort for Workday and Customer teams

Functional Area	Feature Definition	Scope Assumptions
Organizational Management	Organizations are groups of resources, workers, costs, and other organizations	In Scope

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Staffing Management	Position Management and/or Job Management Staffing model	In Scope – hybrid model using Position Management along with Job Management (for non-benefit employees)
Contact Information	Employee's primary Phone, Address, Work, Email Data	In Scope
Personal Information	DOB, Place of Birth, Marital Status, Race, Ethnicity, and Citizenship	In Scope
Payment Elections	Check, direct deposit information	In Scope
Supervisory Organization and Hierarchy	Supervisory Organizations group workers by who reports to whom.	One Supervisory Hierarchy

Functional Area	Feature Definition	Scope Assumptions
Locations and Location Hierarchy	Locations where workers work; Hierarchy is a roll up of the locations with the workers and is used for security, eligibility, and reporting purposes	In Scope
Companies and Company Hierarchies	Reflect your legal entities. There should only be one FEIN per company. Hierarchy is a roll up for reporting purposes.	Up to 25 Companies in 1 (one) Company Hierarchies
Region and Region Hierarchy	Customer-specific regions reflect the area of responsibility for a worker instead of work location.	Up to 50 Regions in 1 (one) Region Hierarchy When Financials is in scope
Cost Centers and Cost Center Hierarchy	Cost centers are used to group workers by related revenues and expenses.	Up to 500 Cost Center Organizations in One Cost Center Hierarchy
Custom Organizations and Hierarchy	Additional organization used when WD orgs will not capture Customer's organizational requirements.	Up to 2 Custom Organizations in One Custom Organization Hierarchy
Currency Conversion	Conversion rate from one currency to another.	WD Delivered
Pay Groups	A group of workers defined to have their pay calculated and processed together. Workers in a pay group must share the same period schedule.	Up to 5
Employee Types	A user-defined type that you assign to each employee during the staffing transaction.	In Scope
Contingent Worker types	A user-defined type that you assign to each contingent worker during the staffing transaction	In Scope

STATEMENT OF WORK

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

5.3. HCM Parameters

- (a) Core Human Capital Management

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Organizations (Supervisory Cost Center, Company, Region, Location) and Associated Hierarchies	Supervisory Organizations - group workers into a management hierarchy. Supervisory Organizations can be a business unit, department, group, or project. Jobs, positions, and compensation structures are associated with supervisory organizations and workers are hired into jobs or positions associated with a supervisory organization. Each worker can only be a part of one supervisory organization. Cost Center - used to group workers by related revenues and expenses. Companies - are the primary organization type used by Workday Financials. A company in Workday equates to a single tax ID within your enterprise, based on your configuration. Region - Customer-specific regions reflect the area of responsibility for a worker instead of work location. Location - represents a work location that will include the physical address as well as additional details such as email and phone number(s). In Workday, a location can be created as a business site, business asset, campus, instructional, inventory, or workspace.	Up to 1 Hierarchy per organization structure

Functional Area	Feature Definition	Scope Assumptions
Employee and Manager Self-Service	ESS – Phone, Address, Work, Email Data, DOB, Place of Birth, marital Status, Race Ethnicity, Citizenship MSS – Hire, Change Job, Compensation Transaction, Termination, and other processes that pertain to their direct reports	In Scope

STATEMENT OF WORK

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

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Language Tracking	Enables language proficiency level tracking for employees	Includes delivered languages, ability types and proficiency levels
Skills Cloud (with ISA Opt In)	Enables tracking of employees' skills leveraging skill cloud functionality with over 55k unique skills. Requires signing of Innovation Services agreement with Workday	Enable Skills Cloud functionality, excludes setting up tenanted skills
Service Dates	Allow the customer to bridge the gaps between dates of employment	WD Delivered
Worker Types	Categorization of worker type for legal purposes	In Scope
Basic Compensation Management	Functionality to support Grades, Grade Profile, Compensation Package, Hourly Plan, Salary Plan and Period Salary	WD Delivered
Compensation Package	A compensation package is a grouping of compensation guidelines (grades, grade profiles, and their associated steps) and plans that you can assign to workers as a set. Packages provide a quick view of the eligible plans for a particular job or group of employees.	Up to 1
Delivered Compensation Basis	A compensation basis groups compensation components to define estimated earnings for different employee populations.	WD Delivered
Salary Plan	Salary plans within Workday are assigned to eligible employees. For amount-based and unit-based plans, you can include or exclude the prorated compensation for employees assigned to a specific plan based on their full-time equivalent hours' percentage (FTE %) as a default on the salary plan.	Up to 1
Hourly Plan	Hourly plans designate compensation for hourly employees. Eligibility rules are created to determine which employees are eligible for the plan.	Up to 1

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Allowance Plans	Allowance plans are payments included as part of an employee's pay and could include something as common as car or cell phone allowances to vouchers for movie tickets. The allowance plan can be: • Amount based • Percent based • Unit based	Up to 5 Allowance Plans - including Reimbursable Allowance Plans (Expenses is in scope)
One Time Payment Plans	Facilitate ad-hoc payments to your employees	Up to 5
Shell Commission Plan	A performance measure, such as sales or gross profits, to determine payout.	Up to 1

Functional Area	Feature Definition	Scope Assumptions
Period Salary Plan	A plan that enables you to assign extra months, weeks, or days of pay to employees	Up to 1
Compensation Statements	Wage Theft Prevention Notice: Written notice of wage rates to employees	1 Delivered Wage Theft Notice and one additional configurable Wage Theft Notice
	Total Rewards: Statement that displays a breakdown of base pay, bonuses, health and other benefits, stock, commissions, etc.	1 simple Total Rewards statement without Payroll results
Modifiable BPs		Hire Employee Terminate Employee Create and Edit Position Change Job Request One Time Payment Request Compensation Change Contract Contingent Worker End Contingent Worker Contract Close Job Requisition* Freeze Job Requisition* Set Up Job Requisition Reasons*
Unions	Set-up of Unions that employees belong to	6
Collective Agreements	Set up collective agreements as a standalone business process or as a sub process of the Change Job business process to specify how local labor laws apply to your business.	Up to 6
Event Categories and Reasons	Reasons for transactional purposes that can be used for reporting	In Scope

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Tenant Branding	Look and feel of Workday production Tenant.	Up to 1 logo, 1 banner, and 1 mobile logo
Announcements	Communication on worker's home page.	Up to 1 for onboarding
Data Conversion		Current Contact Data, and Current Job Record in their scope Up to 7,000 Terminated Workers (Using Former Worker Object) Terminated employees who received payment in the current year. (Using Worker Object) Job and Compensation History - Unlimited "History from Previous System (Postproduction) Includes Loading of Employee Photos No Transactional History
Dashboards	A grouping of reports and information accessed on a single view.	In Scope

(b) Core Human Capital Management- Onboarding

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

STATEMENT OF WORK

Setup I-9	Create electronic Form I-9s for U.S. employment verification.	Workday Delivered
Onboarding Dashboard	Configurable dashboard with new hire information	Up to 3 worklets
Reporting		WD Delivered Reports
Modifiable BPs	Additional validation or condition rules added to multiple steps of a BP for routing purposes	Onboarding (5 Documents in Review Step) Onboarding Setup
Data Conversion	N/A	Excluded

(c) Benefits

Functional Area	Feature Definition	Scope Assumptions
Benefit Groups (Including Eligibility Rules)	Benefit Groups are used to define a population of workers who qualify for similar benefits plans, rates, and processing. Workday enables you to create benefit groups dynamically using eligibility rules to define membership criteria. The workers who meet the criteria specified in a Benefit Group eligibility rule are automatically assigned to that group.	Up to 4 In Scope for active workers
Benefit Plans (including all components, such as eligibility rules, coverage tiers, and rates)	Benefits Plans define the coverage levels or amounts available to employees enrolling in an insurance, health care, defined contribution or spending account plan.	Administer Benefit Enrollments for Most Commonly Offered Plan Types, including Health Care (Medical, Dental, Vision), Insurance (Life, Disability), Spending Accounts (Dependent and Health Care), Health Savings Accounts, Retirement Savings (401k), and Additional Benefits Plans (Pet Insurance, Gym Membership, EAP, Critical Illness, and Long-term Care). Up to 60 Retirement Savings Plans - Only for outbound CCB demographic data and/or inbound Elections
Retiree Benefits	Ability to maintain benefit entitlement and eligible for employees who have retired from the organization. A benefit group and the benefit plans dedicated to managing retirees and/or their surviving spouse.	Included with up to 5 benefit plans and 1 retiree benefit group

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Medicare Tracking/Split Dependents	Tracking Medicare coverage and enrollment information for employees, retirees or eligible dependents to coordinate benefits based on Medicare coverage to determine the primary and secondary payer on medical expenses	Included
Benefit Eligibility rules	Create the condition rules that Workday uses to identify an employee's eligibility for a benefit group, or plan, or dependent's eligibility for benefits.	In Scope Rule based hours worked excluded
Benefit Events (Plus Conversion Events)	An event in the employee's life that gives the employee the opportunity to change benefit elections.	Manage Benefit Enrollments Due to Eligibility Changes and Life Events. Preconfigured Staffing Events and Section 125 core events Up to 4 additional events
Reinstatement Events	An event in the employee's life that gives the employee the opportunity to change benefit elections due to a return from leave or rehire. This configuration can allow rehires/returnees from leave to default into their previously elected benefits.	Up to 2
Passive Events	Passive Events are used to identify employees, or an employee's dependents, which are either gaining or losing benefit plan eligibility because of the passage of time. You can configure whatever passive events to suit your business needs for the milestones that occur.	Up to 3
Enrollment Event Rule	Enrollment Event Rules are rules that determine how different benefit groups will receive their benefits based on a number of factors including coverage begin/end dates, maximum coverage level or amount increases, waiting periods, evidence of insurability requirements and other differentiating features and conditions of enrollment events among benefits groups. An Enrollment event is any event that results in a gain or loss of benefits coverage.	Pre-Configured Enrollment rule for Sec 125 events Customer input limited to coverage begin, coverage end, deduction begin, deduction end, and EOI Rules.
Benefit Defaults	Workers may be defaulted into a plan or plans during a benefit event if no active elections are made.	In Scope

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Manage COBRA Eligibility	COBRA records can be created for eligible workers and dependents based on configured reasons. These records can be passed to the COBRA provider via integration.	Designations for Participants Who Lose Coverage
Functional Area	Feature Definition	Scope Assumptions
Manage Evidence of Insurability	Evidence of Insurability records can be created during applicable benefit events based on configured rules. Benefit Administrators can use a delivered report to track and eventually approve or deny employees pending EOI approval.	In Scope
Cross Plan Enrollment Rules	Coverage options available to workers during an enrollment event based on their choice of other benefit plans and coverage amounts.	Up to 10
Individual Rates	Individual Rates are included when rates cannot be calculated via a rate table for each individual, and separate rates must be loaded in for each worker's plan cost(s).	In Scope
Benefit Annual Rates	Annual amount of compensation for insurance plan calculations	In Scope
Open Enrollment	Benefits enrollment process for employees	Up to 1 Open Enrollment event configured and tested
Enrollment Instructions	Instructions on each page of the enrollment screens to provide worker with additional pertinent information	In Scope
Core ACA Functionality: ACA Measurement Periods and Eligibility, ACA Dashboard, Setup for 1094-C and 1095-C Reports	ACA eligibility and processing for new hires, Workday uses passive events to determine eligibility for benefits according to the Affordable Care Act standards. Passive events, using the ACA Measurement Period Eligibility Rule type, determine: • Whether a measurement period must be recorded. • Whether a worker's hours during a measurement period make the worker fulltime.	In Scope Stability Period = 1 Calendar Year aligned with Open Enrollment
Modifiable BPs	Use pre-configured BPs Can add up to 3 steps to the Change Benefits for Life Events BP	Change Benefits for Life Events Dependent Event Change Benefits Passive Event

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Data Conversion		Conversions resources will load Current Benefit Elections, Dependents & Beneficiaries, and Medical History for Current Year for ACA Reporting into testing and production environments. If applicable, Benefit Annual Rates will be loaded. ACA Worker Hours and Wages will be loaded for a maximum of one benefit group and 2 historical medical plans

(d) Absence Management

Functional Area	Feature Definition	Scope Assumptions
Time Off Plans	Track short term time away from work. Non-Accruing Plans: Non-balance tracking plans; no calculated accruals (i.e., jury duty). Accruing Plans: configured accrual calculations and balance tracking (i.e., vacation). Excludes Absence Tables; Multi-Year Upper Limit Expirations; Dynamic Calculations.	Up to 20 total Time Off Plans (10 Non-Accruing Plans, 10 Accruing Plans) Workday Delivered for Days to Include, Balance Periods, Daily Quantity defaults, Lower Limits, Upper Limits, Carryover Limits/Expiration.
Time-Off	Time off attributes tied to time off plans	2 Time Offs per Accruing Plans 1 Time Off per Non-Accruing Plans
Accruals	Calculated accruals for balance tracking time off plans. Low complexity prorations included (days in period, claw back configuration)	4 per Accruing Plans
Related Calculations	Calculations used by the Absence Calculation Engine to return values.	In Scope
Holiday Calendars	Statutory/Company Holiday Calendars	WD Delivered
Work Schedule Calendars	Determine the days and hours of the work week on the Time Entry calendar. Includes schedule calendar rule.	Up to 10, with up to 3 patterns per work schedule.

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Leaves	Leave plans to track long term time away from work. Non-entitlement calculations are used to track leave type, status, leave impacts, leave eligibility, and dates only. Entitlement: includes non-entitlement setup, plus configure of entitlement calculations for leave balance tracking, leave additional fields, and leave reasons. Excludes Cascading Leave of Absence and Absence Case Events.	Up to 10 total types, includes 5 with Leave Entitlements WD Delivered validations and supporting data.
Security	Microsoft Outlook or Google Calendar enabled	WD Delivered
Third Party Calendar	Configuration of Intersection Security for Absence Management	Functional Configuration Only
Reports and Dashboards	Manager Dashboard: Absence only - Team Absence Dashboard Absence and Time Tracking - Time and Absence dashboard	WD Delivered
Absence Setup Type Groups	Absence Type Groups act as “folders” and help the user navigate to the appropriate leave or time off plan when requesting.	Delivered Configuration for Absence Type Groups: 3 total
Unions	Unions - Unions track and report on union membership for workers.	6
Modifiable BPS	Workday Delivered	Correct Time Off Request Time Off Assign Work Schedule Request Leave of Absence (# country in scope) Request Return Leave of Absence (country in scope) Can add/edit up to 2 steps per process. Workday Delivered Business Process Notifications
Data Conversion	Process of loading Time Off Balances and Leave history into the applicable Tenant.	Time off Balance Conversion Active Leaves for the Previous 12 Months Time Off Event Conversions Excluded

STATEMENT OF WORK

(e) Time Tracking

Functional Area	Feature Definition	Scope Assumptions
Time Entry	Controls the appearance of a worker's time entry calendar.	Up to 6 Time Entry Templates
	Types of time that workers can enter.	Up to 12 Time Entry Codes
	Identifies the time entry codes for which workers are eligible.	Up to 4 Time Code Groups
	Capture information about a worker's hours for costing and other purposes (i.e., cost center, project).	Up to 5 Worktags
	Used to alert or prevent workers from entering or submitting invalid time entries.	Up to 10 Time Entry Validations
Time Calculations	Generate categories of payable time by applying calculation tags such as overtime, shift differential, and double time to a worker's hours.	Up to 15 Time Calculations
	Specify worker eligibility for time calculations.	Up to 4 Time Calculation Groups
Time Tracking Period Schedules	The time period schedule, in combination with the pay period schedule, determines when employees receive pay for time worked.	Up to 3
Work Schedules	Determine the days and hours of the work week on the Time Entry calendar	Up to 10, with up to 3 patterns per work schedule
Multiple Jobs		In Scope
Security	Up to 2 Security Groups to Support Employee Self Service and Manager Self Service	WD Delivered
Alerts and Reports	Workday custom reports	3 delivered alerts and reports (Time not Submitted, Time not Entered, Time not Approved)
Reporting Dashboard	Review Time Task is a report managers can use to review time tracking hours for the week.	WD Delivered
	Time and Absence Dashboard - Strada Delivered Configuration; Enable: Include Warning Indicators, Include Count of Incomplete Time Entries, Include Scheduled Weekly Hours	WD Delivered

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Modifiable BPs	Assign Work Schedule Enter Time Reported Time Batch Event	WD Delivered Can add up to 2 steps per process.
Union	Time Tracking requirements to cover unique union/CBAs time entry policies	6
Data Conversion	Data to be loaded from legacy system to Workday.	No Data Conversion included

(f) Time Tracking for Projects

Functional Area	Feature Definition	Scope Assumptions
Projects Tracking	Project tracking functionality available within the Time Tracking SKU	In Scope
Time Tracking Data Conversion	Active Projects	In Scope

(g) Scheduling

Functional Area	Feature Definition	Scope Assumptions
Product Scope	Functionality necessary to deploy the Scheduling SKU	Customer is on Workday HCM.
Regions/Time Zones	The region the Customer will deploy Scheduling for	The country in scope is The United States
	The number of time zones the Customer will deploy Scheduling in	The number of time zones in scope are 1
Worker Count	The number of workers the Customer will deploy Scheduling for	There is a total of 1000 workers in scope
Multiple Positions	Functionality used to assign one worker multiple jobs	Multiple Positions are in scope.
Organizations	Organizations are groups of resources, workers, costs, and other structures	A re-organization of the Supervisory Organization structure, and/or Custom Organization structure is not in scope for this deployment.
Eligibility	Rules to define membership criteria	There is 1 Schedule Tag Types Included for the scope for this deployment.
Schedule Tag Values	Sub-rules to define membership criteria	Workday will configure up to 50 Schedule Tag Values (sub-values of the tag type)

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Multiple Schedule Tag Values	A combination of criteria to narrow down eligibility	In Scope
Security Groups and Roles	Security groupings to be used in the Scheduling Functional Area	Includes Workday delivered and Workday POV security groups and roles.
Business Processes	Workday delivered business processes specific to Scheduling	Workers will not use level Overrides.
		Workers will not track their availability in Workday.
		Workers will not track their Preferences in Workday.
		Workers will not leverage the Open Shift/Take Back Shift/Cover Shift and/or Swap Shift Business Processes.
User Experience	Employee and Manager Self Service	Employee Self-service is in scope.
		Manager Self-Service is in scope.
Mobile	Mobile functionality enabled	Workday Mobile is in scope.
Reporting	Reports delivered by Workday as part of their reporting library enhanced with Workday POV	There are 10 delivered reports offered with Workday Scheduling that includes 8 delivered Custom Report
Modifiable BPs	All scheduling business processes	Change Worker Schedule Tags Change Worker Scheduling Settings Change Worker Schedule Preferences Change Worker Availability Open Shift Take Back Shift Cover Shift Swap Shift Accept Shift Swap Publish Schedule Change Published Schedule
Data Conversion	Previous system data conversion	Worker Availability will not be loaded prior to Go-Live.
		Worker Preferences will not be loaded prior to Go-Live.
		Worker Overrides will not be loaded prior to Go-Live.

(h) Payroll for United States

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Tenant Setup - Payroll	Manage Tenant-wide settings for Workday Payroll in these areas: • Supported Countries • Proration Settings • Costing Allocations • Payroll Accounting • Payroll Commitments • Payslips • Generate Period Schedule Periods • W-2/W-2C Form Alignment Override • US Year End Tax Documents Electronic Signature Text • Administrator Results • ID Sequence Generators.	WD Delivered
Pay Components		Up to 150 earnings and deductions
	Pay Component Groups - These are added to the Earning and Deductions codes in order to report month-to-date, quarter-to-date and year-to-date values.	Pay Accumulations (up to 10), Pay Balances (up to 2 custom balance periods), Pay Component Groups, and Tax Authority.
	Net pay validation and arrears tracking and recouping rules in the event of a negative net pay scenario.	In Scope. All employees follow same arrear rules.
Payroll Processing	Pay Groups - Workers in a pay group must share the same period schedule.	Up to 3 Pay Groups & Period Schedules
	FLSA Work Period Calendar Rules (USA) based on client Period Schedule	WD Delivered

Functional Area	Feature Definition	Scope Assumptions
	A run category defines which workers and pay components to process in payroll and retro payroll calculations.	Up to 1 Run Category of “Regular”
	Retro Processing - Income or deduction adjustments to a prior pay period, fixing the difference between what was paid, and what was supposed to be paid in the prior period. Prior period differences are identified using the period worktag, detailing the amount calculated originally, and the new calculation.	WD Delivered
	Off-cycle payment transactions occur outside of a regularly scheduled (on-cycle) pay run, and include: Manual Payment, Reversals, and On-Demand Payments.	WD Delivered
	Payroll Involuntary Withholding Orders and Deduction Recipients.	WD Delivered configuration

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
	Audit Report Configuration	WD Delivered
Banking	Financial Institutions - Business entity that provides company and financial banking services and contains physical bank accounts.	Up to 2
	Bank Account	Up to 2
	Bank routing rules determine the bank accounts the settlement process uses to route payments that you initiate in Workday.	Up to 2
	Checks and Payslips	up to 1 Delivered Check and Payslip Layouts
	Sample Check Images - The image that is displayed when the employee sets up a new banking account. Allow employee to understand where routing and account number can be found on check.	up to 1, WD Delivered Configuration

Functional Area	Feature Definition	Scope Assumptions
Pre note	Payment Election Rules - Workday allows payment election rules to define choices for receiving and making payments, such as: • Methods of payment: check, direct deposit, or manual. • Number of allowed payments split distributions. • Number of allowed payment methods. Payment election accounts considered valid upon entry	Up to 1
	Bank Prenotification for direct deposit	In scope
General Ledger	Fiscal Posting Intervals, Schedules, Summary Schedules, Fiscal Years	Up to 1 per each payroll; calendar year only.
	Journal Sources, Ledger, Ledger Types, Account Sets, Account Posting Rules (Account posting rules up to 2 Dimensions)	Up to 1
Labor Costing	Specify how to allocate employee earnings and employer-paid expenses to the organizations and locations you define. Workday represents organization types and locations as worktag types (also called dimensions).	Simple Worker Costing Allocations - Single Dimension
Multiple Jobs		In Scope

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Tax Reporting	Companies - Legal Entity	Up to 1 Unique EIN for payroll
	Company Federal, State and Local Payroll Tax Reporting	WD Delivered
	W-2 Configuration	Includes W-2 mapping only, leverage Delivered Configuration
	Payroll Reporting Codes - Reporting Codes capture Geographic Code, Occupational Code, Branch Code, Location Code, Unit Number, Multi-Unit Number, Unit Code, or Unit Number to be reported for various states on the QTD tax file.	WD Delivered Framework with Customer values
	Payroll Tax Filing Configuration - Workday can send periodic, quarterly, and annual tax information from Workday Payroll to a third-party service provider using a tax filing integration. Payroll tax for Federal/State/Local Jurisdictions will need to be configured during implementation then maintained by Payroll or Tax administrator.	WD Delivered Framework with Customer values
Modifiable BPs	Can add/edit up to 2 steps per process	Settlement Run Event
		Payment Release Event
		Assign Pay Group
Unions	Set-up of Unions that employees belong to	6
Data Conversion		Up to 3 test and production loads for quarter-end, go-live
		Payroll Balances for Current Year
		Worker Payment Elections
		Worker Tax Elections
Reports and Dashboards	Pay Pay Cycle Command Center Payroll Compliance Updates Payroll Year End Settlement	WD Delivered
EIBs for Payroll	Enterprise Interface Builder - An integration tool that enables you to mass upload data into the Tenant. (Period Schedule, Off-cycle, Payroll Input)	WD Delivered

(i) Recruiting

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Candidate Home	External Candidate will apply to an open position through the candidate home	WD Delivered
Prospect Management	Someone who has not applied to a position, but you are following to possibly bring onto your team	In Scope

Functional Area	Feature Definition	Scope Assumptions
Internal and External Career Sites	Workday provides the ability for you to create external career sites that enable: - You to publish and market job postings on dedicated and branded career sites. - Candidates to search for job posting opportunities and apply on an intuitive and responsive website. When you create an external career site, Workday automatically provides the ability for candidates to register for an account based on their name and email address. When a candidate applies to a job, this enables you to communicate with a candidate during any stage of the recruiting process. You can send them a request to: - Complete a questionnaire. - Review documents and electronically sign them. - Provide their government or national IDs. - Provide additional personal information. The one account works on all external career sites.	1 Internal Career Site for Employees, 1 Internal Career Site for Contingent Workers, and 1 External Career Site
Internal and External Questionnaires	You can configure Workday to have: - An external or internal candidate completes up to 2 questionnaires when they apply for job from an external or internal career site. - An external candidate with a registered Candidate Home account or internal candidate completes one or more questionnaires at any stage in the recruiting process.	2 Internal and 2 External Questionnaires, one questionnaire per job requisition with no more than 25 questions, English only
Internal Application	Current worker application process	Up to 1
Simple Referral	Referring to a candidate	Up to 1 plan

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Auto Unpost Jobs	Un-posting a position from the candidate site automatically during the recruiting process once full headcount is reached on the job requisition	In Scope
Assessments	Possible Logic or system test for the candidate	Up to 5 Packages and Up to 3 Statuses
Auto Disposition Candidate's Other Job Applications	If a candidate is selected for hire and has applied to multiple jobs, then this removes the candidate from consideration on the other jobs they have applied to.	In Scope
Background Check	Checking candidates previous work and criminal history	Up to 5 Packages and Up to 3 Statuses

Functional Area	Feature Definition	Scope Assumptions
Duplicate Management	Merging of multiple applications for the same candidate	Workday Delivered
Interview Management	Have the entire recruitment team provide feedback on the candidate	In Scope
Job Requisition Categories and Reasons	List of possible reasons for creating a job requisition	In Scope
Interview Ratings	Rating candidate after the interview	In Scope
Primary Recruiter Security	Ability to view and modify non WD delivered data	In Scope
Candidate Screening	Initial contact to ensure the candidate is still interested in the job	In Scope
Candidate Grid	Way to manage your candidate through the recruitment process. Adjust the look and feel of the page the recruiter reviews.	Workday POV Delivered
Candidate Review	Provides you with the opportunity to move the candidate to the next phase recruitment process	In Scope
Candidate Self Scheduling	Allows you to create calendars for high-volume recruiting events that candidates can use to reserve and manage event time slots.	In Scope
Evergreen Management Requisition	Used for high volume roles that are always open.	In Scope

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Job Requisition Management	Job requisitions are the basis for job postings in Workday Recruiting. You must complete specific recruiting-related requirements so candidates can submit applications to your job postings. Use the Manage Job Requisitions report to view all open, pending approval, on hold, and closed job requisitions. Details include job requisition and candidate information. Also, included are the days the requisition has been open, the requested completion date, the close date, and last recruiting stage	WD Delivered
Offer Letter/Employment Agreement Document Templates	You can create templates that can be customized and used to dynamically generate documents in recruiting processes such as offer letters and employment agreements. Employment agreements include additional staffing components such as contract details, notice periods, probation periods and collective agreements.	Up to 1 template with maximum of 10 calculated fields and 10 rules, English only
One Time Payment for Offers or Employment Agreements	Ability to generate a request for a One Time Payment as part of the Offer or Employment Agreement process.	In Scope
Candidate Endorsement	It enables employees to endorse a candidate's application.	In Scope
Candidate Pool Functionality	Enable functionality to group candidates.	In Scope
Recruiting (Core Configuration)	Consistent candidate and hiring process, including approval routing across all business units, geographies, and departments.	Up to 1
Job Alerts	Allow external and internal candidates to be notified about jobs that meet their interests.	In Scope
Apply with LinkedIn	Allows external candidates to submit applications using their LinkedIn account information. Customer must use paid job slots or Recruiter seats with LinkedIn to enable this feature.	Up to 1 hour of support
Prospect Introduce Yourself	Candidates may submit their resume for general consideration without applying to a job posting. This feature is similar to business card drop off.	In Scope

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Outlook/Google Interview Scheduling Integration	WD delivered bi-directional calendar and appointment integration with Workday to facilitate scheduling interviews with candidates. Customer must meet software prerequisites to enable.	Up to 5 hours of support
Additional Documents during Recruiting processes	Additional documents such as benefit guides or confidentiality agreements that can be distributed at the same time as an Offer Letter or Employment Agreement.	Up to 3
Modifiable BPs	All Recruiting BP's	Job Application (1 Dynamic Workflow) Job Requisition Offer
Recruiting Reports and Dashboard		WD Delivered
Data Conversion	Previous system data conversion	100 Open Job Requisitions and Corresponding Open Positions Excluded Items: Prospect Conversion Open Positions Not Associated with Job Requisitions Active Candidate Data Conversion Attachments

(j) Messaging

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

(k) Talent Optimization

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Talent Core	Interests	Includes delivered values for career interests, job interests, relocation areas and travel amounts.
	Mentors - Employees can establish mentoring relationships.	In Scope
Performance	Development Items - allow workers to track career objectives that are not rated during performance events.	In Scope
	Allow feedback to be given or requested, named or anonymous in free form at any time	In Scope
	Check-ins - allows Managers and Employees to document 1:1 sessions.	In Scope
	Goals are guiding principles or values that you would like your business or organization to achieve throughout a given period of time and assessed as part of the performance review. Cascade goals are excluded.	Includes delivered values for status. Goal attributes include: description, category, status and due date.
	Performance Review Templates include configurable sections for self-evaluations by employees, and evaluations by managers.	Up to 1 performance review template and one 5-point rating scale.
	Performance Improvement Plan Templates	Up to 3
	A set of defined behaviors that provide a structured guide, enabling the identification, evaluation, and development of the behaviors in individual employees. In Workday, worker competencies are rated as part of performance.	Up to 10 global competencies that can be mapped to management levels.
Succession	Assess Potential - Managers and other support roles can assess employees' potential, retention risk, loss impact, and achievable level.	In Scope
	Assess My Team's Potential - Managers and other support roles can assess an employee's potential and retention risk by a supervisory organization.	In Scope
	Allowed only for positions to identify critical roles for succession, create plans and assess readiness on candidates.	Up to 60 Positions for Succession: Includes delivered values for readiness

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Modifiable BPs	Workday delivered BPs	Can add up to 3 steps across BPs Can add up to 8 custom notifications across BPs • Manage Interests • Give Feedback • Manage Goals • Start Performance Review • Complete Self Evaluation for Performance Review • Complete Manager Evaluation for Performance Review • Manage Succession Plan • Assess My Team's Potential • Assess Potential
Data Conversion		Excluded

(I) Learning

Functional Area	Feature Definition	Scope Assumptions
Learning: Core Configuration	Setup Learning Domains, Configuration of Business Processes, Delivered Learning Dashboards, Activity Stream	Included
Learning Campaigns	You can create campaigns that engage workers in learning activities by promoting course and lesson content to target audiences.	Up to 8 single object campaigns
Audience	Used in campaigns and scheduled distributions. When a user meets the audience requirements for an active campaign or scheduled distribution, Workday sends the notifications according to the defined schedule.	Up to 8

Functional Area	Feature Definition	Scope Assumptions
Topics	Topics enable you to categorize courses and stand-alone lessons, improving the learning catalog search and browsing experience for learners.	Up to 10 topics with customs images
Learning Prerequisites	Prerequisites enable you to enforce certain courses being taken prior to others	In scope

STATEMENT OF WORK

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

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Reporting	Workday offers many reports that allow you to summarize information that is contained in the system. - Upcoming Course Offerings for Instructors - Inactive Instructors with Active Offerings - Learning Enrollment by Content - Learning Completion and Required Learning - All Learning Assignments by Organization	Delivered Workday reports included. Up to 5 custom reports
Data Conversion	Conversion of Instructors, Assessors, Digital or Packaged content, Historical Transcripts and Course Catalog.	Out of scope – Customers responsibility with support for EIBs
Modifiable Business Processes	Business processes that can be modified within the Learning module	Manage Lesson Manage Course Enroll in Content Drop Learning Enrollment Manage Program Manage Equivalency Rule

5.4. Financials

(a) Core Financials- Financial Accounting

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

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Allocations	Allocation of costs across other cost centers. Examples of allocated costs: IT, space expense by headcount or sq ft, marketing and other overhead costs. If an allocation is dependent on another allocation to calculate and process, then each allocation would be counted toward the total.	Up to 25

Functional Area	Feature Definition	Scope Assumptions
Statistics	Statistics used as the basis for allocations, as well as for reporting based on the Statistics or Statistic Lines report data sources.	Up to 10
Allocation Group Sets	For processing Allocations, group related allocation definitions into allocation group sets	Up to 3
Ledgers	Only a single Ledger to track Actuals only	Up to 1
Currency Translation	Account translation methods to determine how you want to calculate fiscal year beginning balance and activity	In Scope
Year End Closing Rules	Define rules that map source accounts to target accounts at year-end. Rules are applied when you roll forward account balances and close ledger years. If no rule is specified, Workday, by default, rolls account balances forward to the same account during roll-forward and year-close processing.	In Scope
Currency Rate Types		WD Delivered
Capital Assets - Work in Progress	Work in progress assets (or assets under construction) for assets as they relate to a capital project.	In Scope
Import Journals via Spreadsheet	Delivered EIB's	WD Delivered
Consolidation		In Scope
Intercompany Process	Intercompany system generated balancing entries	In Scope

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Revaluation	Revaluation rules to automate posting of the revaluation journal to recalculate foreign currency amounts in your company ledger at period end. And record the gains and losses caused by fluctuating exchange rates since the transaction date	In Scope
Alternate Fiscal Schedules for Reporting Only	When companies have different fiscal calendars	Up to 2
Accounting Books and Book Codes	Sets of books such as IFRS, GAAP and Tax	Up to 2
Balancing by Company/Legal Entity Only		In Scope
Single Primary Fiscal Schedule for all Companies		In Scope
Single Primary Chart of Accounts Only		In Scope
Reporting	Workday Delivered reporting that is activated for core financial needs using the Workday delivered "Aliases."	- Income Statement - Consolidated Trial balance - Balance Sheet
Modifiable BPs	Workday delivered business processes specific to financials core	- Accounting Journal Event - Accounting Adjustment Event - Accounting Journal Unpost Event - Finalize Allocation Event
Data Conversion		Summary Journals for Each Company for prior year Plus Current Year . Workday will also show Customer how to load additional years of GL actuals using EIB's. Company Base Currency Only

(b) Grants Management

Functional Area	Feature Definition	Scope Assumptions
Sponsors	Sponsors, sponsor types, contact details	In Scope
Object Class Mapping	Mapping of spend categories to sponsor categories for reporting purposes	Up to 2
Award Contracts	Terms and conditions of the awards	In Scope

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Letters of Credit	Federal sponsor payment collection method	Up to 1
Billing Schedules	Installment, prepaid or transaction-based billing	In Scope
Award Posting Intervals	Time periods and schedules for awards	In Scope
Spend Restrictions	Ability to allow or disallow spend based on sponsor requirements	In Scope
Subawards and Subrecipients	Entity acts as middleman and awards dollars to a local subrecipient	Up to 10
Facilities and Administration	Indirect spend that will be reimbursed by the sponsor	Up to 10
Import Grant via Spreadsheet	Delivered spreadsheet integration to import grants	WD Delivered
Reporting		WD Delivered
Modifiable BPs		- Award - Award Amendment - Award Correction
Custom Validations	Restrict/require conditions on transactions	Up to 6 unique
Effort Certification	Certify staff time against grants	Excluded
Grant Budget Structures	Grant budget configuration	Up to 3
Grant Budget Checking	Budget check transactions against grant budget	Excluded
Award Proposals	Pre-award processing	Excluded
Data Conversion	Award life to date (LTD) balances	In Scope

(c) Core Financials- Banking & Settlement

Functional Area	Feature Definition	Scope Assumptions
Bank Account Management	Financial Institutions or banks	In Scope
Financial Institutions	Financial Institutions or banks	Up to 1
Bank Account Currency	Bank Accounts; multi-currency-enabled bank accounts	Up to 1

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Bank Accounts	Bank accounts linked to banks	Up to 20
Custom Validations	Defined transactional validations that help workers identify transaction issues	Up to 10
Settlement	Process that facilitates all in-scope payments	In Scope
First Notice Rules	Functionality allows Workday to build reconciliation rules for common items on bank statements (bank fees, ZBA xfers, interest earned, etc.). Without this only checks & deposits can be reconciled.	Up to 15
Ad Hoc Payment	Ability to create Ad Hoc Payments	Included Business Process
Delivered Bank Reconciliation Matching Rules	Delivered Rules only, excludes custom matching rules	In Scope
Check Printing	Point of View check format only, no custom logic or layout changes	WD Delivered
Bank Routing Rule	Bank routing rules determine the bank accounts the settlement process uses to route payments that you initiate in Workday	In Scope, 1 per company
Electronic Payments	ACH and Wire payments	In Scope (if on integrations list)
Bank Account Transfer for Settlement		In Scope (if on integrations list)
Ad Hoc Bank Transaction		Included Business Process
Settlement Work Area		In Scope
Bank Account Signatories and Thresholds for Reporting		In Scope
Modifiable BPs		- Settlement Event - Bank Account Transfer for Settlement - Ad-hoc Payment Event - Ad-hoc Bank Transaction Event - Bank Account Transfer Event - Miscellaneous Payment Request
Data Conversion		- Beginning Balance - Bank account beginning balances - Uncashed check conversion

(d) Core Financials- Budgets (Not Adaptive Planning)

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Financial Budget	Financial Budget type only	WD Delivered
Plan Worktags	Worktags associated to budgets	Up to 5
Plan Structures	Plan structures are the foundation for plans and budgets in Workday.	Up to 2
Plan Templates	Plan templates consist of a base workbook and set configuration options to guide creation of future plan workbooks	Up to 1 for the go-live year only
Import Budget via Spreadsheet	Delivered spreadsheet integration to import budget data	WD Delivered
Budget Checking		In Scope
Custom Validations	Defined rules that provide validations during the budgeting process	Excluded
Budget Hierarchy		Up to 1
Reporting	Budget vs actual by cost center (Workday delivered report)	WD Delivered
Modifiable BPs		Check Budget
Data Conversion		2 year of Budget data

(e) Core Financials- Supplier Accounts

Functional Area	Feature Definition	Scope Assumptions
Supplier Invoice	Physical or electronic documents from vendors providing purchase and payment information	Up to 1 EIB template for all suppliers' invoices
Custom Validations	Defined transactional validations that help workers identify transaction issues	Up to 10
Supplier Contracts	If Procurement is not in scope, then only functionality around Supplier Invoice Scheduling will be available.	In Scope for Scheduled or Manual Invoice Contract Types Only
Supplier Invoice Request	Create a payment request for goods or service lines in Workday by adding invoice information to the request. After the payment requests are approved, Workday converts them into supplier invoices.	In Scope
Supplier Invoice Retention	Payment Retention Functionality	In Scope
1099 Adjustment	Business process to enable updates to 1099's	In Scope

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
1099 Suppliers	1099 Suppliers reporting of payment data to the IRS	1099 Suppliers
Supplier Connection		In Scope
Prepaid Spend Amortization	Process and account for prepaid invoices and related amortization within Workday, without the need to use outside spreadsheets and manual journal entries.	In Scope
Intercompany Supplier Invoice	Workday generated invoicing of one legal entity from another legal entity under the Customer's umbrella. Includes direct intercompany and pay-on-behalf of invoicing.	In Scope
Supplier Request	Business process to create a supplier	In Scope
Remittance Advice (Standard Format)	Notice of ACH remittance to suppliers	WD Delivered
Tax Authorities		Up to 5
Tax Rates		Up to 10
Tax Codes		Up to 10
OCR scanning	Workday	In Scope
Modifiable BPs		- Supplier Invoice - Supplier Change Event - Supplier Event - Supplier Invoice Request - Supplier Request
Data Conversion		- Suppliers and Supplier Connections with activity within 24 months preceding the go-live date - Open Supplier invoices for suppliers in scope in transaction currency 1099 YTD balance (only applies if Customer is going live in middle of calendar year) - Supplier Invoice History – up to 2 years

(f) Core Financials- Business Assets

STATEMENT OF WORK

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

STATEMENT OF WORK

(g) Core Financials- Customer Accounts

Functional Area	Feature Definition	Scope Assumptions
Customer Invoice	An electronic or paper document used to charge customers for goods and services.	Up to 1 Customer Invoice Layout (Configured using WD Delivered Business Form (no customizations))
Customer Payment	An electronic or physical payment by a customer for goods and services	In Scope
Customer Payment Application Rules	Payment auto-application rules	WD Delivered only - up to 8
Intercompany Invoice	Ability to raise invoices to affiliated entities not on Workday Solution (or not in Customer Tenant).	In Scope
Customer Invoice Maintenance		In Scope
Customer Statement (Standard Layout)	A report that details a customer's open balance, open invoices, and payments	Up to 1 Customer Statement Layout (Configured using Delivered Business Form, no customizations).
Cash Sale	Sales conducted in cash vs electronic payments	In Scope
Customer Refund	Business process that determines how customer refunds are handled	In Scope
Deferred Revenue Recognition	Revenue recognition using deferred revenue schedules	WD Delivered functionality unless Revenue Management is in scope.
Customer Deposit	Customer payment deposited on a bank account	In Scope
Bad Debt Write Off	Method of writing off customer open balances	In Scope
Receivable Aging	Tracking and reporting of the open customer invoices by time period	In Scope
Functional Area	Feature Definition	Scope Assumptions
Collections and Dispute Activities	Tracking and reporting of customer collections and dispute activities	In Scope
Custom Validations	Defined transactional validations that help workers identify transaction issues	Up to 10
Tax	Tax codes, rates, and authorities	As outlined in Supplier Accounts

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Modifiable BPs		- Customer Invoice Event - Customer Invoice Email Event - Bad Debt Write Off Event - Customer Refund Event - Customer Event
Custom Advanced Payment Application Rules		Excluded
Consolidated Invoice		Excluded
Dunning Letters		Excluded
Data Conversion		- Only Customers with activity within the last 15 months preceding Go-Live date. - Open Account Receivables Items in transaction currency.

(h) Procurement

Functional Area	Feature Definition	Scope Assumptions
Requisition	Provides a method for worker to request the purchase of goods/services	In Scope
Purchase Order	Provides a method for sending purchasing document to supplier	In Scope
Change Order	Create change orders for issued purchase orders	In Scope
Receipt Accruals	Configuration to accrue purchase order lines that have been received but not invoiced	In Scope
Punchout Configuration	Catalog capability to access supplier punchout website. Note – This is the functional effort. Must ensure integrations are included in the Integrations section.	Up to 3
Procurement Card		In Scope (if on integrations list)
Supplier Invoice Matching	Process that determines variances between supplier invoices and related business documents, including supplier invoice lines that exceed quantities or amounts of purchase order lines	In Scope
Functional Area	Feature Definition	Scope Assumptions

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Supplier Contract	Provides spend vehicle for procuring goods and services. Allows for scheduled and manual purchase orders and supplier invoicing.	In Scope
Lease Contracts	Set up supplier contract that includes Financial and Operating leases	In Scope
Purchase Order (Standard Layout)	Workday delivered Purchase Order layout only	WD Delivered
Receipt	Receive goods and services from Purchase Order lines	In Scope
Sourcing	Requisitions sourced to purchasing documents	In Scope
Return to Supplier	Return goods to suppliers	In Scope
Matching Override	Define reasons for workers to request an override for supplier invoices in match exception	In Scope
Supplier Contract Amendment	Set up payment withholding to capture and track payment amounts using purchase orders and supplier contracts	In Scope
Payment Retention	You can set up retention to capture and track retention amounts using purchase orders and supplier contracts	In Scope
Custom Validations	Defined transactional validations that help workers identify transaction issues	Up to 10
Modifiable BPs		• Requisition Event • Change Order Event • Purchase Order Event • Supplier Accounts Match Exception Override Event • Supplier Contract Event • Supplier Contract Amendment Event • Purchase Item Event • Procurement Card Transaction Verification Event
Data Conversion		• Up to 400 Open Purchase Orders (includes both goods and services) • Up to 100 Open Supplier contracts • Receipts for Open Purchase Orders

(i) Projects

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Project	Objects that enable you to effectively plan, track, and manage work	In Scope
Task	Tasks are associated to projects	In Scope
Project Resources	Resources that can be assigned to a project	In Scope
Workday Standard Project Reports	Workday provided project reporting	WD Delivered
Idea	Task that allows users to submit an idea for work/project that supports an overarching organization goal	In Scope
Project Budgets		In Scope
Standard Cost Rate Sheets		In Scope
Project Cost Rate Rules	Condition rules that will drive costing functionality when using Standard Cost Rate functionality	Low to Medium Complexity up to 3 dimensions
Custom Validations	Defined transactional validations that help workers identify transaction issues	Up to 10
Modifiable BPs		- Create Project - Verify Capital Project Expense - Resource Plan Line
Data Conversion		Active Projects (up to 1,000) Project Plan Resource Plan Task Resource Associated Project Budget

(j) Strategic Sourcing - Expert

Product	Description	Scope
Strategic Sourcing Expert	System Configuration	Configure global settings
		Configuration of Single Sign-On access.
		Configuration of API Tokens for Supplier Connector. Only applies if Supplier Connector is in scope
	Suppliers	Configure custom field groups and custom fields required for the Supplier Profile
		Provide Supplier import template. Supplier import is only in scope if the Supplier Connector is out of scope

STATEMENT OF WORK

Product	Description	Scope
		Import up to 25,000 Suppliers. Supplier import is only in scope if the Supplier Connector is out of scope
	Sourcing	Configure RFx Template(s), including the description, questionnaires & worksheets 3 RFx templates for Expert
	Intake	Configure Intake Routing Rules (Projects and/or Contracts)
		Configure fields included on Intake per Project and/or Contract type
		Configure up to 20 Intake Routing Rules
	Pipeline Projects	Edit default fields and configure custom fields & custom field groups
		Configure up to 3 Pipeline Project Types
		Customize Project layouts
		Configure Financial Details settings
		Provide Project import template
		Data must be formatted per Workday's import template requirements & data validations
		Import up to 5,000 Pipeline Projects.
	Supplier Management	Configure Standard Onboarding form. In Scope for Unified Supplier Onboarding only.
		Configure custom form templates
		Configure form Approval Groups
		Configure form-to-profile data mapping
		Customize Supplier Onboarding Project layout, incl. custom fields
		Configure Performance Review master template & sub-templates
		Customize Performance Review Project layout, incl. custom fields
	Sourcing Contracts	Configure up to 4 Contract Types
		Configure custom fields and custom field groups
		Customize Contract layouts
		Configure Approval Groups & Approval Rules
		Configure Contract templates
		Provide Contract import template
		Data must be formatted per Workday's import template requirements & validations

STATEMENT OF WORK

Product	Description	Scope
		Import up to 5,000 Sourcing Contracts and attachments.

Integrations:

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

(k) Expenses

Functional Area	Feature Definition	Scope Assumptions
Expense Reports for Workers	Allows for workers to submit reimbursable and credit card expenses	Included
Mileage Rates	Mileage rates held in a mileage rate table assigned to an expense item	Up to 1 per country
Expense Report Payment	Method of settling expense report payment obligations	Included
Create Delegation	Delegating admin rights to approve and execute expense reports	Included
Expense Items		Up to 30
Workday delivered Expense Item Attributes	Workday delivered attributes tied to a specific expense item	Included
Configurable Expense Item Attributes	Configurable reporting attributes tied to a specific expense item	Up to 5
Expense Report Instructions	Configured user instructions to provide a communication to user during expense report entry (Spend Instructions - Expense Report)	Included
Mobile Enablement	Enable Workday mobile apps for Expenses to collect receipts and submit expense reports	Included
Payment Election	Allows users to enter payment elections utilizing self-service	Included
Expense Report for Pre-Hire	Enable Create Expense Report event to detail expenses incurred by pre-hires to report and analyze company spend	Included

STATEMENT OF WORK

Functional Area	Feature Definition	Scope Assumptions
Guest	Enable Create Expense Report event to detail expenses incurred by guests to report and analyze company spend.	Included
Custom Validations	Data validations on Expense Reports	Up to 10 Custom Validations
Expense Rate Table	Expense rate tables are used to determine eligibility, and reimbursement amounts for expense items on expense reports, such as a mileage rate tables and per-diems.	Up to 5
Simple Per Diem (non-Travel Journal)		Up to 10
Any Credit Card Integrations in Scope for Expenses related to Worker T&E Expenses Only		If Integration is In Scope
Mileage Distance Calculation	API connection with Google Maps to calculate reimbursement rates	Included
Modifiable BPs		- Expense Report Event - Payment Election Enrollment Event

6. Additional Scope.

Customer has requested the following functionality be added to the scope previously discussed by Strada and not included in their SOW Scope above.

Customer and Workday will discuss requirements once the Project resumes and after completion of the configuration of the items outlined below and correction of all Defects etc. under Section 5, and completion of integrations and reports, Customer and Workday will complete testing in the End-to-End Tenant.

6.1. CR-0004 HCM Functional True Up

Functional Area	Module Sub-Group	SOW Scope Description	SOW Scope Assumptions
HCM	HCM 1 incremental modifiable Business Process Definition	Incremental Hire business process definition creation for use specific to PERA population/Manager initiated standalone rehires.	Add to Scope to SOW Scope
HCM	Embedded Analytic	Report & Embedded Analytic Creation for Questionnaire to be tied into hire business process	Add to Scope to SOW Scope
HCM	Custom Object	Customer has identified a need for compliance reporting on why an employee is PERA ineligible. The object would allow for HR to identify ineligible reasoning.	Add to Scope to SOW Scope

STATEMENT OF WORK

Functional Area	Module Sub-Group	SOW Scope Description	SOW Scope Assumptions
HCM	Position Management Staffing Model	Position management staffing model is used when a single position is created to be filled. To hire, promote, demote, contract or transfer into a position, there must be an approved and available position as of the worker's start date	10-15 Job Mgmt. orgs will be required. Supports seasonal/temp workers (200+ temp hires each year).
HCM	Allowance Plans	Allowance plans are payments included as part of an employee's pay and could include something as common as car or cell phone allowances to vouchers for movie tickets. The allowance plan can be: •Amount based •Percent based •Unit based	Add an additional 3 Allowance to SOW Scope
Recruiting	Internal and External Questionnaires	You can configure Workday to have: •An external or internal candidate completes up to 2 questionnaires when they apply for job from an external or internal career site •An external candidate with a registered Candidate Home account or internal candidate completes one or more questionnaires at any	Add the following to SOW Scope: 1 (5 total) questionnaire 1 External Basic Eligibility 1 Oral Interview Rating Form 1 Background 2 PERA 1 candidate and 1 hiring mg
Recruiting	Additional Documents during Recruiting processes	Additional documents such as benefit guides or confidentiality agreements that can be distributed at the same time as an Offer Letter or Employment Agreement	Add an additional 4 documents to SOW Scope
Benefits	Benefit Groups (Including Eligibility Rules)	Benefit Groups are used to define a population of workers who qualify for similar benefits plans, rates, and processing. Workday enables you to create benefit groups dynamically using eligibility rules to define membership criteria. The workers who meet the criteria specified in a Benefit Group eligibility rule are automatically assigned to that group	Plymouth decided to go to 10 benefit groups to break out Union groups. Supports CBA contract changes in the future
Absence	Time-Off	Time off attributes tied to time off plans	Add to SOW Scope - Vacation and Annual Leave need 3 Time Off to support donation/sell time off process
Time	Security	Up to 2 Security Groups to Support Employee Self Service and Manager Self Service	Add to Scope - 1 custom security group needed to hide Time Tracking tasks from Fire and Police workers
Payroll		Bank routing rules determine the bank accounts the settlement process uses to route payments that you initiate in Workday	Add to SOW Scope - 3 Additional bank accounts, then additional bank routing rule
Payroll		Checks and Payslips	Add to Scope - Customer accepted having two signatures on their paycheck. Customization requires to move fields on the check as well as testing and support.

6.2. CR-0009 FINs Functional True Up

STATEMENT OF WORK

Functional Area	Module Sub-Group	SOW Scope Description	SOW Scope Assumptions
Financial Accounting	Ledgers	Only a single Ledger to track Actuals only	Add to Scope - Pre-Encumbrance & Encumbrance ledgers are needed by City of Plymouth
Financial Accounting			Add to Scope - Average Daily Balance is needed by Plymouth to run their Allocations
Expenses	Expense Items		Add to Scope – Up to 210 Expense Items
Procurement	Security	Custom Security Group	Add to Scope - Need custom security group for department director
Customer Accounts	Customer Invoice	An electronic or paper document used to charge customers for goods and services	Up to 1 Customer Invoice Layout (Configured using WD Delivered Business Form (no customizations)

7. Change Order Process.

- (a) A “**Change Order**” is an amendment to this SOW and is effective when executed by authorized representatives of both parties.
- (b) Any changes to the packaged content of this Statement of Work will be discussed by Workday and Customer and handled through a Change Order Process.
- (c) During the Project in this SOW, new information may surface that necessitates a change in business requirements resulting in a change in Project scope and, therefore, changes in the estimated level of effort, Project Schedule, or Service features. Upon either party’s request, Workday shall describe such requested changes, and the associated fees for additional Professional Services to be provided, in a proposed Change Order. Parties acknowledge that there may be occurrences where zero fees are associated with the adjustment in the Professional Services provided. In such situations, a zero dollar Change Order may be prepared to outline the changes in the Professional Services. A zero dollar Change Order is one where Workday is not entitled to increase the fees or otherwise charge Customer. Without limitation, the following changes to this SOW would be zero dollar Change Orders: (i) changes required for Workday to carry out its obligations where the associated costs and expenses are already included in the fees, or are designated in the Agreement or SOW to be at Workday’s cost or expense; and (ii) changes required to remedy a failure or default by Workday (including its subcontractor(s)). Due to the complexity of some Change Orders, upon prior and mutual agreement, Workday shall invoice Customer for the time required to scope and estimate Customer-requested changes. Workday shall advise Customer of the cost estimate if such a charge shall apply. Each proposed Change Order shall contain the requested change, the impact on the current engagement under this SOW, and the estimated resources and time to complete the Professional Services for the work described in the Change Order. Workday shall submit the Change Order to Customer for review and approval, then shall circulate the mutually agreed Change Order for signature. Proposed Change Orders shall remain valid for a period of fifteen (15) business days from the date of submission. If Customer does not approve the Change Order in writing within the fifteen (15) business days, and Workday has not extended the period of validity in writing, the Change Order shall automatically expire. Upon the parties’ execution of a Change Order, Workday shall begin performing the Professional Services described in the Change Order. If a Change Order removes scope from this SOW, then Workday and Customer will mutually agree on the estimated value of the change. This value may then be applied toward other Professional Services under the existing fixed fees or toward new Professional Services. Customer may apply the value of the removed scope to other Professional Services under the fixed fees or for other Professional Services.

8. Additional Assumptions.

- (a) Change Management is critical to the success of any deployment. Customer must identify a change management leader early in the Project to ensure that communication and education relating to the Workday Service is provided.

STATEMENT OF WORK

(b) Participation in Customer business process decision makers, subject matter experts and business analysts is vital to the success of the Workday Service deployment. Customer must identify individuals from each geographic area, country, and/or business unit who possess the correct business knowledge, process knowledge and/or industry knowledge to participate on the Project team, pursuant to the roles and timeframes in Appendix 1.

(c) Timely decision making is critical to the progress and ultimate success of the deployment. When a decision cannot be made through consensus, the Project management team must escalate the decision through Workday's Engagement Manager and Customer's Executive Sponsor to avoid impacts to timeline and costs pursuant to the Governance Process set forth in Appendix 2.

(d) Many Project delays can be attributed to Customer's challenges in cleaning and converting its data to load into the Service. Customer must prioritize this activity to avoid impacts to timeline and costs. Workday will provide data conversion templates, instructions and assistance in trouble shooting data conversion errors.

9. Integrations.

9.1. Integration Scope. This section describes the integrations to be delivered by Workday under this SOW based on the information provided by Customer and the parties' understanding as of the SOW Effective Date.

9.2. Integration Classifications.

(a) **"Configured Integrations"** describes the productized connectors developed and supported by Workday that exist as Workday Integration Templates (as defined below) in each Tenant and are licensed to customers for use with the Workday Service. Workday may modify or discontinue Configured Integrations from time to time. Configured Integrations require only configuration to deploy; no customization of the Configured Integration is required or performed. An explanation for each Configured Integration can be found in Workday Product Documentation by searching for the name of the applicable Workday Integration Template.

(b) Configured Integrations (including Workday Integration Templates) are supported by Workday, irrespective of who configures them, as a Workday Service support obligation, except that the SLA and Service Level Credits will not apply for interruptions caused by on the third-party system with which each Configured Integration interfaces.

(c) **"Developed Integrations"** describes all other integrations, including any Custom Integration (if such term is defined in the PSA), that are developed by Customer, by Workday (other than a Configured Integration), or by a third party, including Workday's software partners. Developed Integrations also include solutions or connectors available that interact with the Workday Service platform (e.g., by direct connection to Customer's Tenant public API, as pre-built integrations), using such parties' own tools or Workday's Integration Template(s).

(d) Integrations delivered by Workday hereunder may include a combination of one or more Configured Integration(s) and Developed Integration(s), as identified in the Integrations in Scope table below.

9.3. Workday Integration Templates and Classifications.

(a) **"Workday Integration Templates"** are Workday-provided integration template tools that are used by Workday and are licensed as part of the Service and used by Customer and third parties to create connectors and/or integrations to the Workday Service.

(b) Integrations into the Workday Service can be built using the Workday Integration Templates. The table below describes available Workday Integration Templates as of the SOW Effective Date. The table also explains which Workday Integration Templates are Configured Integrations or used for Developed Integrations and which are typically used for the simpler to more complex use cases.

Integration Classification	Workday Integration Template	Description	Complexity
Configured Integration	End to End Connector	Support a specific named third-party application or	Full Range

STATEMENT OF WORK

Integration Classification	Workday Integration Template	Description	Complexity
		service. When you deploy an End-to-End Connector, no additional coding required. These integrations are (i) part of the Workday Service, and (ii) provided with ongoing support by Workday in accordance with Workday's current Production Support and Service. Detail on these connectors can be found in Workday Product Documentation by searching for the name of the Integration Template	
	Connector	Prebuilt integrations that address most of the integration effort required to connect to third-party endpoints. These integrations import and export data in a Workday-defined file format and typically require pre/post processing with a Developed integration.	Low
Developed Integration	Enterprise Interface Builder (EIB)	Simple, secure, and customizable integrations consisting of an integration system, an integration data source, an integration transformation, and an integration transport protocol.	Moderate
	Document Transformation (DT)	Integration to consume the output file generated by a Configured Integration, EIB, or Workday Studio integration system and transform the file based on instructions in an XSLT file.	Moderate
	Business Intelligence Reporting Tool (BIRT)	Solution to design and use business form layouts for meeting the layout	Moderate

STATEMENT OF WORK

Integration Classification	Workday Integration Template	Description	Complexity
		specifications including rich text formatting, headers and footers, page breaks, and exact placement of labels, data, spaces, and margins.	
	Workday Studio	An Eclipse-based development environment solution required to build more complex, entirely custom, integrations with Workday.	High
	Direct Connection to Tenant API	An external (non-Workday) system acts as a Customer making a connection to Customer's Tenant public API directly, using web services or Reports-as-a-Service, which form part of the core Workday Service. There is no "runtime" or job executing on the Workday platform.	Low
	Technical Services Standards	Preconfigured integration solutions that provide defined functionality so that they can be implemented with minimal or no need for modification.	Low

9.4. Integration Support.

(a) **Configured Integrations and Workday Integration Templates.** Workday provides ongoing support for Configured Integrations and Workday Integration Templates in accordance with Workday's current Production Support and Service, irrespective of who configures them, except that the SLA and Service Level Credits will not apply to any Configured Integration due to Workday's reliance on the third-party system with which each Configured Integration interfaces. If Customer uses or develops any connector or integration that incorporates a Workday Integration Template, Workday will support the Workday Integration Template only, and the remainder of the connector or integration is a Developed Integration that must be supported by Customer or a third party. Customer (or its third-party provider) is responsible for testing and supporting all Configured Integrations.

(b) **Developed Integrations.** Developed Integrations are not part of the Workday Service and are not supported by Workday. Customer is responsible for designing, developing, and deploying all Developed Integrations, except to the extent expressly set forth in this SOW. Customer (or its third-party provider) is responsible for testing and supporting all Developed Integrations.

9.5. Integrations in Scope. The table below lists the integrations scope that are included as part of this SOW. Any integrations not listed below are out of scope for this SOW.

(a) **List of Integrations in Scope.** Customer has identified a total of Integrations in various stages of

STATEMENT OF WORK

Development, Testing (See Table Below)

#	Integration ID	Integration Name	Status	Area	Type	Notes
1	INT0002	WEX FSA and VEBA HRA	Started E2E Testing	Benefits	Connector	Needs Work
2	INT0006	Benefits Dental- Delta	Started E2E Testing	Benefits	Connector	Needs Work
3	INT0007	Benefits Vision-EyeMed	Started E2E Testing	Benefits	Connector	Needs Work
4	INT0011	PERA Retirement Payroll Actuals	Started E2E Testing	Benefits	EIB + DT	Needs Work
5	INT0012a	Mission Square 457 Deferrals Inbound	Started E2E Testing	Benefits	Studio	Needs Work
6	INT0012b	Mission Square Roth IRA Deferrals Inbound	Started E2E Testing	Benefits	Studio	Needs Work
7	INT0013	Mission Square Retirement Payroll Actuals	Started E2E Testing	Benefits	EIB + DT	Needs Work
8	INT0014	VOYA Retirement Election	Started E2E Testing	Benefits	Connector	Needs Work
9	INT0015	VOYA Retirement Payroll Actuals	Started E2E Testing	Benefits	Connector	Needs Work
10	INT0018	Fire Department Time Tracking Import	Started E2E Testing	Time	Studio	Needs Work
11	INT0019	US Bank P-Card Transactions	In Build	FIN	Connector	Needs Work
12	INT0020	VCS Police Time Tracking Import	Started E2E Testing	Time	Studio	Needs Work
13	INT0021	Azure Active Directory Inbound	In E2E testing not started	HR	Connector	Needs Work
14	INT0022	Azure Active Directory Outbound	Started E2E Testing	HR	Connector	Needs Work
15	INT0023	Single Sign On	Passed Testing in E2E	HR	Connector	Needs Work
16	INT0025	Verified Credentials	Started E2E Testing	HR	Connector	Needs Work
17	INT0026	Positive Pay for Payroll and AP	In Build	FIN	EIB + DT	Needs Work

STATEMENT OF WORK

#	Integration ID	Integration Name	Status	Area	Type	Notes
18	INT0027	Bank Direct Deposit	In Build	FIN	Connector	Needs Work
19	INT0031	US Bank BAI2 Bank Statement Inbound	In Build	FIN	Connector	Needs Work
20	INT0032	ACH - Supplier Payments Outbound	In Build	FIN	Connector	Needs Work
21	INT0034	Spry point - Financial Foundational Data - Chart of Accounts	Not Started	FIN	Studio	Develop
22	INT0035	SpyrPoint - Workday Asset Outbound	Not Started	FIN	Studio	Develop
23	INT0036	SpyrPoint - Customer Rebate Ad Hoc Payments for 1099 Outbound	Not Started	FIN	Studio	Develop
24	INT0037	SpyrPoint - Accounting Journals Inbound	Not Started	FIN	Studio	Develop
25	INT0038	Cashiering Accounting Journals Inbound Vendor Paymentus	In Discovery	FIN	Studio	Needs Work
26	INT0039	RecTrac Parks and Rec Payments Inbound	In Build	FIN	Studio	Needs Work
27	INT0040	BS&A Building and Planning Payments Inbound	In Build	FIN	Studio	Needs Work
28	INT0041	Misc Payments Inbound Vendor Payments	In Discovery	FIN	Studio	Develop
29	INT0042	MN Child Support	Started E2E Testing	Payroll	Studio	Needs Work
30	INT0043	Journals for Sympro	In fit and form testing between vendor and Workday	FIN	Studio	Needs Work
31	INT0047	Punchout Amazon	Waiting on vendor to set up eInvoicing so we can finish fit and form testing	FIN	Punchout	Needs Work
32	INT0048	Punchout Grainger	In Build	FIN	Punchout	Needs Work

STATEMENT OF WORK

#	Integration ID	Integration Name	Status	Area	Type	Notes
33	INT0049	Health Partners Medical HRA	Started E2E Testing	Benefits	EIB + DT	Needs Work
34	INT0050	New Hire Report	Started E2E Testing	HR	EIB + DT	Needs Work
35	INT0051	Union Report	Started E2E Testing	HR	EIB + DT	Needs Work
36	INT0053	RecTrac Parks and Rec Refund Payments Inbound	In Build	FIN	Studio	Needs Work
37	INT0054	BS&A Building and Planning Refund Payments Inbound	In Build	FIN	Studio	Needs Work
38	INT0055	MN Unemployment Insurance	Started E2E Testing	Benefits	EIB + DT	Needs Work
39	INT0057	VOYA Retirement Demographics	Started E2E Testing	Benefits	Connector	Needs Work
40	INT0058	Mission Square Retirement Demographics Outbound	Started E2E Testing	Benefits	EIB + DT	Needs Work
41	INT0063	GSA Inbound Integration	In E2E testing not started	FIN	Studio	Needs Work
42	INT0064	WEX VEBA HRA-Dependents	Started E2E Testing	Benefits	Connector	Needs Work
43	INT6180	Strategic Sourcing Supplier Sync	Not Started	FIN	Connector	Develop
44	INT6202	Strategic Sourcing Contracts Sync	Not Started	FIN	Connector	Develop
45		Workday Service to current legacy ERP	Not Started	Phase 1	Studio	Develop

9.6. Integration Assumptions.

(a) The 8 integrations identified as Not Started /In Discovery/Develop are in scope for design, development, testing, migrations, and production support of Defects for the integration through the Post-Production period.

(b) For all other integrations listed above (integrations marked as “Needs Work” in the Notes column above), Workday will be responsible for an initial assessment of each integration (e.g. assess existing documented requirements and specifications and prior test results, review and/or test integration config or code, etc.) to ascertain if the integration is appropriately designed to function as required, and will communicate the assessment findings in writing (email will suffice) to the Customer including either a ‘Pass’ or ‘Fail’ designation for each integration along with additional information (either in writing or delivered via meeting or workshop, etc.) that summarizes Workday’s basis for each integration designated as ‘Fail’. The following describes the outcome of the integration assessment:

STATEMENT OF WORK

(i) If an integration is designated as 'Pass' then Workday shall be responsible for any development or configuration required to correct any Defects with the integration, and will support testing, migrations, and production support of Defects for the integration through the Post-Production Support period.

(ii) If the integration is classified as 'Fail', then Workday shall provide Customer an estimate and summary description for the proposed new/replacement integration solution, and following the change order process the parties will mutually agree to either a) remove the integration from scope or b) document a description of the activities, responsibilities, and assumptions required of the parties as a result of the change along with any additional professional services fees (if not a zero dollar change order) due to Workday, in order for Workday to move forward with the design, development, testing, migration, and production support of Defects for the integration through the Post-Production Support period.

(c) Any Integration not listed above is deemed as out of Scope and any new integration that requires Workday involvement will go through the Change Order Process.

10. Reporting.

10.1. Generally. The reporting and analytics workstream's primary objective are to configure, test, and deploy Customer-defined custom reports. Custom reports are those that require custom development (as distinct from Workday delivered reports which are available out-of-the-box and without Tenant-specific configuration). A secondary but critical objective of the workstream is to conduct reasonable knowledge transfer activities toward enabling customers to become self-sufficient with the Workday reporting tools. To meet these objectives as effectively as possible, a supporting objective is the development of a Workday-centric reporting and analytics strategy to inform the workstream's approach to reporting activities to meet both short and long-term business objectives.

10.2. Reporting Activities. Reporting activities are shared across the Workday team and Customer. Workday activities are indicated below. Customer activities are documented under Reporting Assumptions.

(a) Workday shall provide an overview of Workday's reporting and analytics toolset, which will include an orientation to Workday reporting, key concepts, and Workday reporting leading practices. This will be a hands-on overview performed with Customer data.

(b) Workday shall develop and socialize a Customer-specific reporting and analytics strategy that encompasses: a current assessment on reporting and analytics maturity and a program approach to reporting activities and deliverables (including data interdependencies).

(c) Workday shall advise and provide guidance to Customer to support evaluating Customer report requirements, rationalizing and/or prioritizing custom reports for development, sizing the development effort, and assigning responsibility for development.

(d) Workday shall configure, Unit Test, and deploy custom reporting solutions within Workday's scope based on requirements provided by Customer.

(e) Workday shall facilitate working sessions to sufficiently capture detail for development. Workday shall mutually agree with Customer to the specific list of report deliverables for which Workday is the Responsible Party.

(f) Workday shall reasonably assist and advise report deliverables for which Customer is the Responsible Party.

(g) Workday shall provide knowledge transfer sessions to ensure a transition of reporting responsibilities to Customer to support transition to Production go-live.

If Customer requires additional assistance from Workday in excess of the Professional Services described herein, Workday shall create and present to Customer a Change Order in accordance with the Change Order Process.

10.3. Reporting Scope. This section describes the custom reports to be delivered by Workday under this SOW based on the parties' understanding as of the SOW Effective Date. Customer will provide a list of its current legacy reports for each Phase for review by Workday. Workday will recommend which type of report to use to replace each legacy report. During delivery, and upon further discovery, the parties may agree that changes are required to meet Customer's requirements, which changes shall be affected via a Change Order. This SOW includes 213 hours

STATEMENT OF WORK

(between the two Phases) to understand Customer reporting requirement, provide reports to fulfill the requirements and knowledge transfer.

10.4. Reporting Classifications.

(a) **“Delivered Reports”** describes non-custom reports developed and supported by Workday that exist in each Tenant and are licensed to customers for use with the Workday Service. Delivered Reports cannot be directly customized. Delivered Reports that are copied to enable customization shall be considered Custom Reports.

(b) **“Custom Reports”** describes all other reports that are developed by Customer, by Workday, or by a third party, including Workday’s software partners.

10.5. Workday Custom Reporting Solutions and Classifications. The table below describes available Workday Custom Reporting Solutions as of the SOW Effective Date.

Workday Custom Reporting Solution	Description
Advanced Report	Advanced reports display data from the primary and related business objects. Data may be filtered, sorted, grouped, and display sub- and grand totals. Reports can include charts and be enabled as a worklet or web service.
Matrix Report	Matrix reports display grouped data with summarized metrics for each grouping and allow drilling into summarized metrics for further analysis. Matrix reports also support filtering, charts, and worklets.
Composite Report	Composite reports support combining data from multiple Advanced or Matrix sub-reports into a single report.
Dashboard	Dashboards provide quick access to frequently referenced data and tasks. Can pull data and visualizations from other delivered and/or custom reports. It can contain up to 6 tabs, with up to 6 worklets per tab. Dashboard Menu may be leveraged to make insights actionable.
Discovery Board	Discovery Boards are an embedded ad hoc reporting and analysis tool in Workday that provide a modern, intuitive authoring experience for indexed data sources. They can be used to create and collaborate analytics with visuals, tables, and pivot charts or be exported as a custom report.
Worksheet	Worksheets allow collaboration, modeling, analysis, and tinkering with Workday data in a familiar spreadsheet environment within the security of Workday.

10.6. Reporting support Delivered Reports. Workday provides ongoing support for Delivered Reports in accordance with Workday’s current Production Support and Service.

10.7. Custom Reports. Custom Reports are not part of the Workday Service and are not supported by Workday. Customer is responsible for designing, developing, and deploying all Custom Reports, except to the extent expressly set forth in this SOW. Customer (or its third-party provider) is responsible for testing and supporting all Custom Reports.

(a) **Custom Reports in Scope.** The anticipated number and associated complexity of the Custom Reporting effort to be developed by Workday is as follows:

Complexity	Custom Reporting Solution (with Parameters)	# of Deliverables
Low	Advanced or Matrix Report (up to 5 custom calculated fields per report)	5 for Phase 1 and 0 for Phase 2)
Moderate	Advanced or Matrix Report (up to 10 custom calculated fields per report)	0
High	Advanced or Matrix Report (up to 20 custom calculated fields per report) Composite Report (single data source per report)	0

STATEMENT OF WORK

Complexity	Custom Reporting Solution (with Parameters)	# of Deliverables
Very High	Advanced or Matrix Report (more than 20 calculated fields per report) Composite Report (2 or more data sources and up to 10 instances of row-defined or cell-defined data per report)	0

10.8. Reporting Limitations. Reports are limited to the available report data sources, data source filters, business objects, delivered report fields, the custom objects and fields, and calculated fields. Reports are further limited to the availability of historical data that has been converted and migrated into the Tenant.

11. SOW Scope Exclusions. The following application components are excluded from the scope of this SOW. Customer may choose to implement these Project components to which Customer has subscribed at its discretion following the initial Project phase described in this SOW. Any additional scope would necessitate a separate SOW with an associated cost.

11.1. Prism Analytics Enterprise. Implementing Prism is out of scope.

11.2. Product and Functionality.

- (a) Any functional domain not expressly included in the Functional Scope tables above are not in scope.
- (b) Functional domains that were discussed during the sales cycle but not expressly included in the Functional Scope tables above are out of scope.

12. Integrations Assumptions.

- (a) Any integration not expressly included in List of Integrations in Scope table above is out of scope.
- (b) Integrations that were discussed during the sales cycle but purposefully excluded in the List of Integrations in Scope table above are out of scope.

13. Reporting Assumptions.

- (a) Any Reporting not expressly included in List of Reports in Scope table and work outside the 213 hours above is out of scope.
- (b) Reports that were discussed during the sales cycle but purposefully excluded in the List of Reports in Scope table above are out of scope.
- (c) Workday has allocated a total of 213 hours for report development as identified during the Project.

STATEMENT OF WORK

Appendix 1 Project Roles

Staffing – Project Roles and Responsibilities

Workday Roles. Workday will assume responsibility for the following roles and tasks. Depending on the scope and complexity of the Project, some roles may not apply. Please note that multiple roles may be fulfilled by a single Workday resource.

Team Member	Description of Role and Responsibilities
Executive Sponsor/Delivery Director	Confirms that the appropriate Workday resources are available for the Project and works with the Workday Engagement Manager to resolve any escalated issues in a time-effective manner. Serves on the Steering Committee. The sponsor provides strategic oversight, ensure the right Workday resources and expertise are engaged, align the project with Workday’s best practices, help remove escalated roadblocks, and act as the primary executive liaison between Workday and the customer’s leadership team.
Engagement Manager	- Manages the Project including directing Project activities based on the Project Plan. - Co-manages Project Plan with Customer - Manages and ensures timely participation of Workday resources - Tracks all Project issues and risks in RAIDQ Log. - Manages issues and decision logs. Escalates as needed - Communicates weekly Project status to Workday Executive Sponsor(s) and Project stakeholders - Responsible for all Workday activities - Provides status updates to both Workday and Customer team. - Serves on the Steering Committee.
Functional Leads	Consultants responsible for configuring, developing, and guiding Customer’s solution for a work stream. Functional Leads will guide Customer’s Lead and the overall Project through the Assessment, Configure, Test, Deploy and Post-Production stages for the work stream. Functional Lead roles and responsibilities include advising and/or managing scope, configurations, development, and resolution of issues; supporting testing; performing knowledge transfer to Customer leads and providing reasonable assistance and guidance to Customer’s Leads during the review, system testing, deployment, and Post-Production Support.
Technical Leads	Consultant(s) responsible for configuring, developing, and guiding Customer’s solution for integrations, data loading, and reporting. Technical leads will guide Customer’s Lead and the Project through the Workday methodology stages for the delivery of the contracted integration scope, through the stages of deployment per the Workday methodology as noted below. Technical Lead roles and responsibilities include advising and/or managing scope, configurations, development, and resolution of issues; supporting unit testing; performing knowledge transfer to Customer Leads and providing reasonable assistance and guidance to Customer Leads during the Configure stage, Testing, Deployment, and Post-Production Support.
Consultant(s)	Responsible for providing Workday functional and technical knowledge and expertise on deployment activities and Deliverables.

Customer Roles.

STATEMENT OF WORK

Customer will assume responsibility for the following roles and tasks. Please note that multiple roles may be fulfilled by a single Customer resource.

Team Member	Description of Role and Responsibilities
Executive Sponsor(s)	- Responsible for championing the Project and accountable for budget - Provides appropriate resources for Customer obligations - Resolves escalations as needed - Commits to attending Steering Committee meetings
Project Manager(s)	- Co-manages Project Plan with Workday - Manages and ensures timely participation of Customer resources - Manages Customer issues and decision logs. Escalates as needed - Communicates weekly Project status to Customer Executive Sponsor(s) and Project stakeholders - Responsible for all Customer activities such as change management, employee training, testing, Customer-built integration(s), third party deployments - Responsible for supporting non-Workday logistics - Serves on the Steering Committee
Functional Leads/Subject Matter Experts	- Responsible for identifying, cleansing, and validating data to be converted - Tests business processes and configuration - Develops Customer-specific training and documentation - Provides functional knowledge and expertise on business processes, data mapping, organizations, and system configurations - Escalates to the Project Managers issues that may impact the Target Go-Live Date
Data Lead	Conducts Customer's data extraction and transformation activities, assists to coordinate Professional Services Data into the different prototypes. Responsible for completing all required training.
Integration Leads	- Provides technical knowledge and expertise on Customer's business processes, data mapping, organizations, and system configurations - Develops Customer-provided integrations identified in SOW (if any)
Reporting Lead	Customer lead for scope of reporting for the Project (e.g., HCM reports, Payroll reports, Financial reports, Supply Chain reports). Responsibilities include: - Serves as Customer's single point of contact for reports. - Gathers requirements from Customer teams and driving report design, development, and testing activities, Customer deliverables, and timeline for the Project. - Facilitates resolution of report risks, issues, and decisions needed. - Escalates open decisions, issues, and risks for reports to Customer's decision makers, Project Management, and/or Steering Committee as needed. - Works with the Workday Technical Lead and team as well as across functional teams as needed to drive report decisions, design, development, and testing activities. - Ensures Customer reports team completes all technical required training.
Workday Administrator(s)	- Workday "Tier 1" support when in Production - Point of contact for the Workday Production Support team Security Administrator: maintains Customer's security configuration. Responsible for the entire Workday security configuration, including the creation, maintenance, and editing of on-going system roles utilized by Customer. Business Process Administrator: manages Customer's business processes

STATEMENT OF WORK

Team Member	Description of Role and Responsibilities
Test Manager	Oversees the Test stage, Customer's testing strategy, resource plan, scenario tracking and reporting. Creates testing strategy document to support testing cycles, including roles and responsibilities, testing schedule and process for managing testing execution and issue resolution.
Training Manager	Oversees the Training strategy, training plan and execution. Manages training options and registration for the project team. Oversee the team or members who create training documents, job aids and conduct successful training for customer team

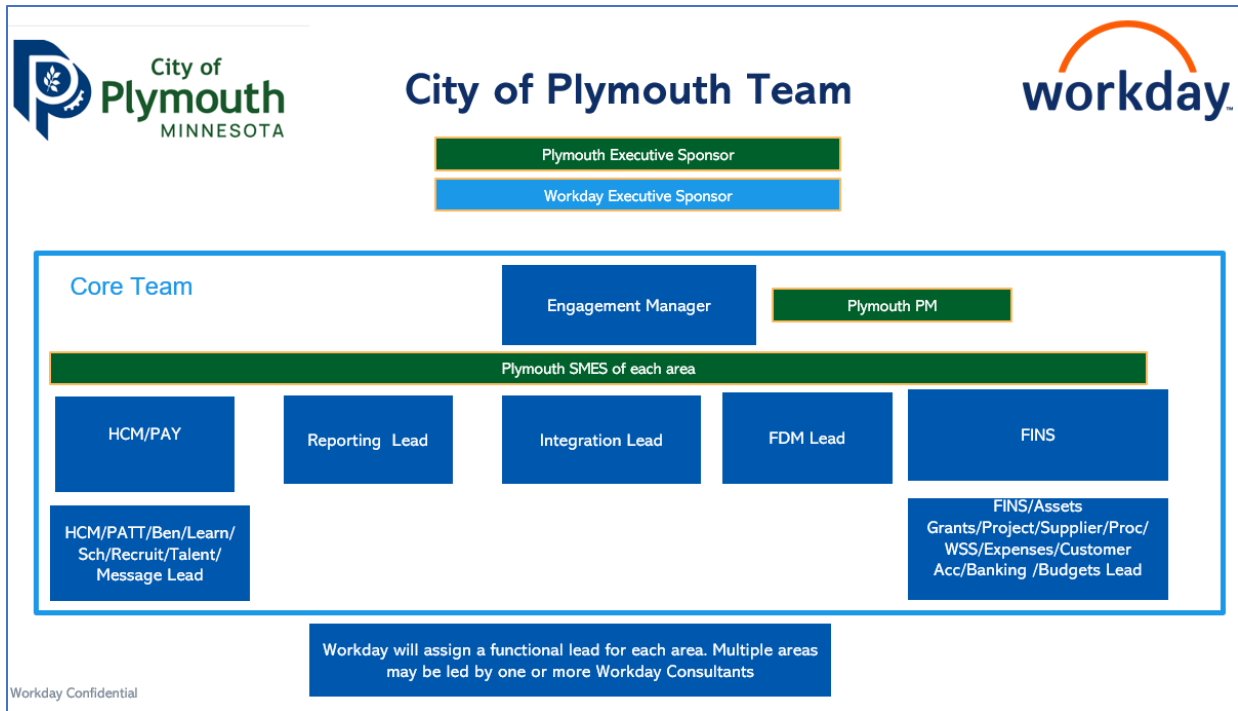
Estimated Customer Staffing Requirements (Full Time Equivalent)

Project Stage	Assessment	Configuration / Finalization	Testing	Deploy	Post-Production
Project Manager	1	1	1	1	1
HCM	0.25	0.5	0.5	0.25	0.25
Comp	0.25	0.5	0.5	0.25	0.25
Benefits	0.12	0.2	0.25	0.25	0.25
Learning	0.12	0.2	0.25	0.25	0.25
Recruiting (Talent Acquisition)	0.12	0.2	0.25	0.25	0.25
Talent Optimization (Talent Management)	0.1	0.3	0.25	0.12	0.12
Messaging	0.1	0.3	0.25	0.12	0.12
Absence	0.1	0.08	0.14	0.24	0.24
Time Tracking	0.08	0.09	0.15	0.2	0.2
Payroll	0.32	0.25	0.65	0.5	0.4
Fin Accounting (Accounting and Finance)	0.43	0.29	0.43	0.53	0.2
Banking & Settlement (Cash Management)	0.1	0.3	0.3	0.2	0.1
Customer Accounts (Accounts Receivable)	0.1	0.4	0.4	0.2	0.12
Supplier Accounts (Accounts Payable)	0.1	0.4	0.4	0.2	0.12
Budgets	0.1	0.3	0.25	0.12	0.12
Business Assets (Asset Management)	0.1	0.3	0.25	0.12	0.12
Grant Management	0.1	0.4	0.4	0.2	0.12
Projects	0.1	0.4	0.4	0.2	0.12
Expenses	0.1	0.4	0.4	0.2	0.12
Procurement	0.1	0.4	0.4	0.2	0.12
Scheduling	0.1	0.3	0.25	0.12	0.12
Strategic Sourcing Expert	0.1	0.4	0.4	0.2	0.12

STATEMENT OF WORK

Appendix 2 Governance Process

Program Governance and Steering Committee



The goal of the Program Governance service is to enable Customer to govern their overall deployment program successfully and effectively. Customer is responsible for program deployment governance including speed of decision-making and issue resolution.

The Workday Deployment Steering Committee provides overall governance for the Project. Responsibilities include:

- Driving alignment with business objectives
- Monitoring Project financials, timeline, and resource staffing
- Reviewing risk mitigation plans and ensuring the timely resolution of all issues
- Reviewing and approving change requests that impact budget, scope, or schedule
- Resolve Project escalations (e.g., timeline, budgetary, staffing)

The Steering Committee will meet on a regular basis and be comprised of Customer Executive Sponsor, Customer Project Manager, and Workday Engagement Manager.

To help avoid Project delays, the parties are jointly responsible for escalating and resolving issues.

The parties shall work to resolve issues in a reasonable and good faith manner to minimize impacts to the Project's timeline and costs. The Project team shall escalate any issues that it cannot rectify to the Customer Project Manager and the Workday Engagement Manager.

This section shall not prevent or delay either party from pursuing any other remedies available to such party.

STATEMENT OF WORK

Appendix 3

Issues Log from Strada Project

Workstream	Customer Comments and prior RAID Reference#
Absence	Ensure accurate setup of ESST accrual (stopping at 48 or 67.2 hours, and allowing additional accruals up to 80/112 max) and allow testing.
Banking	Need valid check layout.
Banking	Need BAI2 integration file in order to set up first notice rules and test. As of 1/22/26, no integration/data.
Banking	Need Sympro integration file to ensure that cash pooling is working as expected.
Banking	Need to provide US Bank a positive pay file to ensure proper format.
Banking	Review E2E process and accounting for Escheatment.
Business assets	Provide solution for how to construct assets in a construction fund and move assets to the general fund, without moving cash - proper governmental accounting.
Business assets	Provide solution for how to construct assets in a construction fund and move assets to an enterprise fund without moving cash, and recording Contributed revenue - proper governmental accounting.
Business assets	Provide solution for how to construct assets in a proprietary fund and move to another proprietary fund, without moving cash.
Customers	Provide updates to customer invoice/statement layout.
Customers	Finalize integration of BS&A, RecTrac and Paymentus. These are the integrations to record the city's revenue. (reference RAID #239)
Data conversion	Review of data conversion templates with workstream leads to ensure all desired data is being gathered, proper fields are utilized, unnecessary/undesirable data is not requested in order to prevent unnecessary work and rework.
Expenses	Ability to test pcard process and how rebate flows through process. (reference RAID #168)
FDM	Implement redo of FDM due to new information around "redirects" and ability to balance by project/grant. This will involve setup/import of new projects and their respective beginning balances.
FDM	Best practice for "redirects" and FDM. For example, when coding an invoice, WD requires an expense code, but we may want to code the item to a liability or asset (e.g., inventory).
Financials	Review of account posting rules - what is set up and what are we missing.
Financials	Provide demo on year end processing - 1099, W2, closing financials, open PO's, accruals, etc.
Grants	Complete configuration of grants for disallowed reimbursable costs.
Grants	Add assigned roles for grants. This did not get loaded from the file client provided on 12/5/25.
Integrations	Facilitate loading New World activity into Workday as interim solution until SpryPoint is implemented. Expect to load payment file, EIB journals, refunds (refunds to be settled in legacy system).
Integrations/benefits	Ensure benefits integrations work - bugs still not closed.

STATEMENT OF WORK

Workstream	Customer Comments and prior RAID Reference#
Integrations/payroll	Ensure POSS/Fire Manager integrations work for payroll imports.
Integrations/procurement	Ability to test punchout integrations.
Knowledge transfer	Provide an overview/sufficient knowledge transfer of configuration for client to manage post go-live.
Knowledge transfer	Outline impact and connection points of one workstream's changes to other workstreams. For example, if compensation adds a new plan, payroll needs to be notified to make configuration changes.
Notifications	Configure best practice notifications. All notifications were turned on which resulted in 1,000 of notifications per day. Then, Strada turned all notifications off.
Payroll	Correct comp time accruals for sworn police and fire integrated from POSS/Fire Manager.
Payroll	Ensure payroll accounting works for a governmental entity. For example, employee expenses occur in one fund but total payment out occurs in another fund. Upon first look at the payroll accounting on 1/23/26, the proper accounting is not happening. Additionally, in the sample set on 1/23/26, an improper use of a cost center with fund was allowed. My understanding was that the FDM had been setup to disallow improper alignment between cost centers and funds. The testing must include review of payroll accruals. (reference RAID #225)
Payroll	Ensure data in Workday matches data in legacy system in order to facilitate parallel payroll testing. (reference RAID #58)
Payroll/Banking	Ensure proper configuration of HR disbursement - set up in payroll. Currently setup as "manual" payment type, but have not done/seen the banking side.
Projects	Upload beginning project balances (levies, special assessments, escrows).
Projects	Remove the default fund and cost center under projects. Verify accuracy of balancing fund.
Reporting	Lacking reports by fund.
Reporting	Continue to tweak custom reports for optimal usage.
Security	Provide an overview/sufficient knowledge transfer of security for client to manage post go-live.
Security	There is an issue with security. In WD, the default security seems to live under HR. For example, currently HR personnel have authority over the cost centers and related cost center managers. This is a finance function and HR should only have view access. All security needs to be reviewed to ensure proper access.
Time tracking/payroll/projects/grants	Provide best practice for how exempt employees charge time to a project/grant to facilitate project/grant reporting. * City has need for project reporting showing employee time and actual dollars charged to a project by the employee's normal payroll allocation to multiple funds. * When employee charges time to a project, payroll should continue to follow the employee's payroll allocation (unless employee overrides). * When employee charges time to a project/grant, the employee's home cost center should not override the payroll allocation. * How does grant reporting work for exempt employees, including disallowance of certain benefits? (references: RAID #243, RAID #51, RAID #256, E2E mitigation plan)



STATEMENT OF WORK

Agreement #552040

STATEMENT OF WORK
Appendix 4
Workday Change Order Rate Card

The hourly rates for Workday Personnel specified below will be used as the basis for estimating fixed-fee SOW Change Orders between Workday and Customer,

Workday Professional Services Resource	Standard Hourly Rate	Discounted Hourly Rate
Engagement Manager	\$460	\$280
Senior Engagement Manager	\$495	\$300
Consultant	\$330	\$250
Senior Consultant	\$430	\$265
Principal Consultant	\$480	\$295

1. Rates exclude any travel or expense fees.
2. The rates above are only in effect for the Professional Services performed under this SOW as a fixed-fee basis following the Change Order process and shall expire upon the completion of the Project or March 1, 2027 (which ever date is earlier), unless extended by Workday in writing to Customer, and mutually agreed upon in an executed Change Order.

CITY OF PLYMOUTH

RESOLUTION No. 2026-107

RESOLUTION APPROVING STATEMENT OF WORK WITH WORKDAY AS IMPLEMENTATION CONSULTANTS FOR THE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

WHEREAS, the city selected the Workday solution as the ERP for HR and Finance in March, 2025;
and

WHEREAS, the city is recommending completing the ERP implementation utilizing Workday professional services.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the statement of work with Workday for ERP implementation completion is approved.

BE IT FURTHER RESOLVED, the agreement amount is for \$808,080 phase I, HR, and \$759,720 phase II, Finance.

BE IT FURTHER RESOLVED that funding will come from the original planned sources of IT Internal Service Fund for up to \$1,170,000 and the Capital Improvement Fund for up to \$1,350,000 for the entire ERP implementation.

APPROVED by the City Council on this 28th day of April, 2026.

To: Dave Callister, City Manager

Prepared by: Ben Scharenbroich, Water Resources Supervisor

Reviewed by: Michael Thompson, Public Works Director

Item: **Award contract for the Plymouth Creek Stream Restoration Project - Phase 1 (WR250001)**

1. Action Requested:

Adopt resolution awarding the contract for the Plymouth Creek Stream Restoration Project - Phase 1 (WR250001).

2. Background:

This project is the first phase of a two-phase effort to restore Plymouth Creek between Dunkirk Lane and 38th Avenue. This phase includes the section between Dunkirk Lane and Vicksburg Lane as detailed in the attached map. The project consists of stream erosion improvements, bank slope grading, storm sewer pipe maintenance and minor dredging of accumulated sediment. Vegetation enhancements will help reduce erosion in the streams/channels and improve the water quality within Medicine Lake.

On April 3, 2026, nine bids were opened for this project as detailed in the attached bid tabulation. The low bid, submitted by JC Hallet Construction, was 43% under the engineer's estimate. Staff reviewed the information submitted by JC Hallet Construction to comply with the responsible bidder criteria and finds the information acceptable. Staff believes they are capable of conducting the project in accordance with the approved plans and specifications. If the contract is awarded, tree removals are anticipated to start in May, with the remainder of the stabilization project to be completed in late fall and early winter 2026.

3. Budget Impact:

This project is included in the 2025-2034 Capital Improvement Plan (CIP) with a budget of \$2,750,000, which includes both phases. The total estimated project cost for Phase 1 based on the low bid is \$582,000, as detailed in the table below. Funding for the project

will initially be from the Water Resources Fund and will be fully reimbursed by the Bassett Creek Watershed Management Commission.

The project cost and funding sources are listed below.

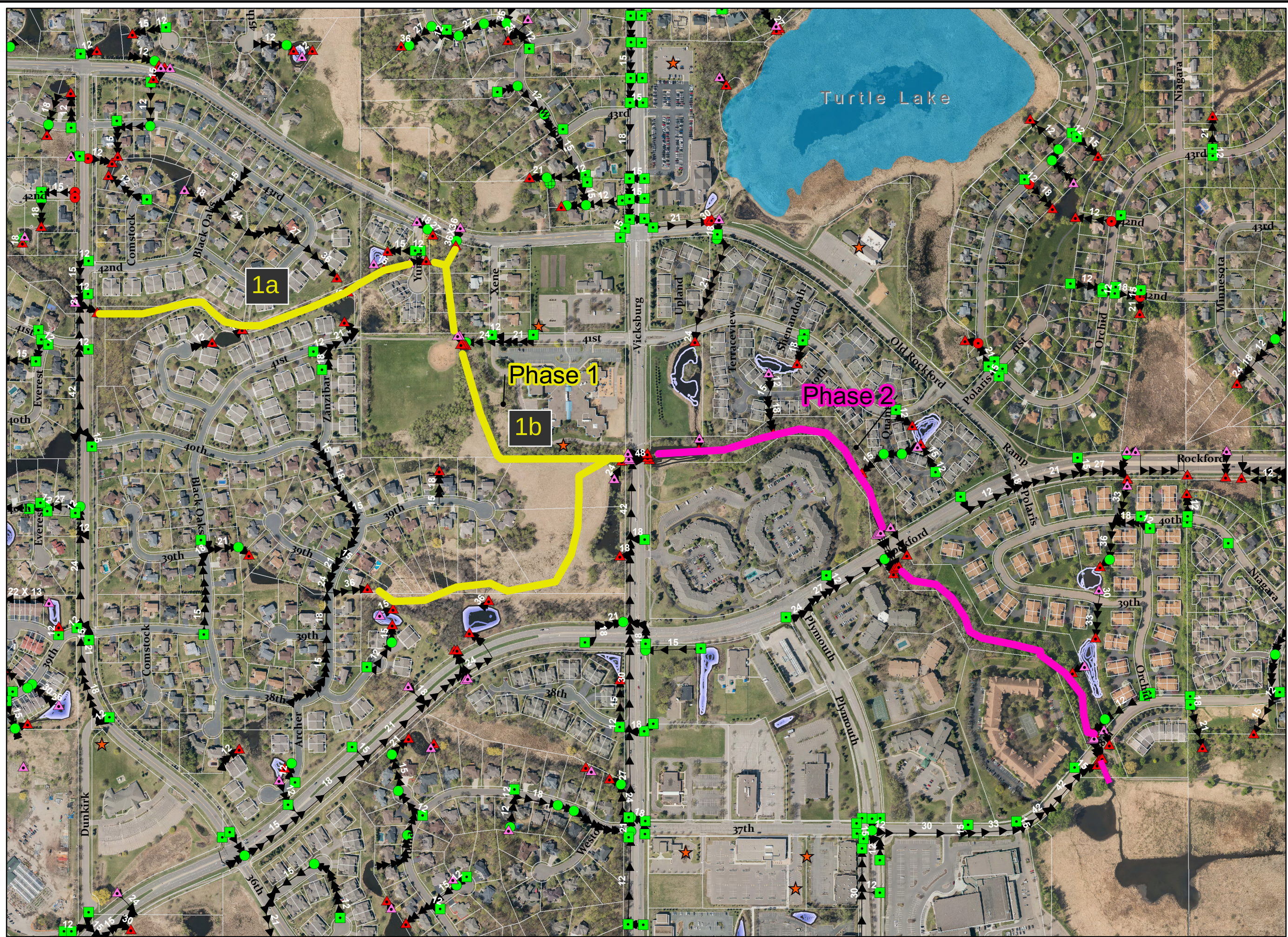
Project Cost	Amount
Improvements	\$322,810
Engineering, Inspection and Administration	\$206,000
Contingency	\$53,190
Total	\$582,000

Project Funding	Amount
Water Resources Fund to be reimbursed by Bassett Creek Watershed Management Commission	\$582,000
Total	\$582,000

4. Attachments:

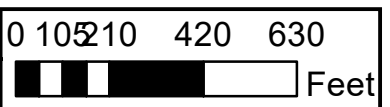
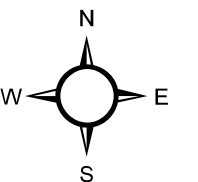
1. Plymouth Creek Stream Project Location
2. Bid Tabulation
3. Letter of Recommendation
4. City Council Resolution 2026-108

Plymouth Creek Stream Restorations Phases



Legend

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





BID TABULATION
Plymouth Creek Stream Restoration Phase 1
Plymouth, MN
Project No. 30495
Bid Date: April 3, 2026

					Engineer's Estimate		JC Hallet Construction		Blackstone Contractors LLC		Vada Contracting, LLC		Sunram Construction, Inc.	
							24481 Logan Avenue		9250 County Road 19, Suite D		195 Swendra Boulevard NE		20010 75th Avenue N	
							Lakeville, MN 55044		Loretto, MN 55357		Cokato, MN 55321		Corcoran, MN 55340	
BID ITEM NO. & DESCRIPTION					UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
BASE BID														
1.	1100.0000	MOBILIZATION	LS	1			\$36,000.00	\$36,000.00	\$10,000.00	\$10,000.00	\$11,420.00	\$11,420.00	\$18,850.00	\$18,850.00
2.	1400.0000	ROCK EXIT TO CONSTRUCTION SITE	EA	5			\$2,000.00	\$10,000.00	\$200.00	\$1,000.00	\$968.00	\$4,840.00	\$1,500.00	\$7,500.00
3.	1400.0000	FLOTATION SILT CURTAIN	LF	50			\$150.00	\$7,500.00	\$10.00	\$500.00	\$14.20	\$710.00	\$23.10	\$1,155.00
4.	1400.0000	INLET PROTECTION	EA	6			\$100.00	\$600.00	\$125.00	\$750.00	\$275.33	\$1,651.98	\$165.00	\$990.00
5.	1600.0000	TRAFFIC CONTROL	LS	1			\$2,000.00	\$2,000.00	\$250.00	\$250.00	\$2,940.00	\$2,940.00	\$3,500.00	\$3,500.00
6.	2000.0000	REMOVE STORM PIPE (ALL TYPES AND SIZES)	LF	26			\$20.00	\$520.00	\$15.00	\$390.00	\$10.92	\$283.92	\$47.30	\$1,229.80
7.	2000.0000	REMOVE CONCRETE CURB	LF	15			\$3.00	\$45.00	\$8.00	\$120.00	\$9.47	\$142.05	\$15.00	\$225.00
8.	2000.0000	REMOVE BITUMINOUS PAVEMENT	SY	1,425			\$5.00	\$7,125.00	\$15.00	\$21,375.00	\$7.47	\$10,644.75	\$3.85	\$5,486.25
9.	2000.0000	FULL DEPTH RECLAMATION	SY	2,380			\$5.00	\$11,900.00	\$1.50	\$3,570.00	\$2.21	\$5,259.80	\$3.82	\$9,091.60
10.	2010.0000	CLEARING	TREE	166			\$200.00	\$33,200.00	\$400.00	\$66,400.00	\$242.86	\$40,314.76	\$210.00	\$34,860.00
11.	2010.0000	GRUBBING	TREE	166			\$300.00	\$49,800.00	\$100.00	\$16,600.00	\$105.00	\$17,430.00	\$105.00	\$17,430.00
12.	2300.0000	24" RCP STORM SEWER	LF	6			\$150.00	\$900.00	\$150.00	\$900.00	\$588.33	\$3,529.98	\$267.00	\$1,602.00
13.	2300.0000	24" APRON	EA	1			\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$3,826.00	\$3,826.00	\$2,100.00	\$2,100.00
14.	2400.0000	COMMON EXCAVATION (P)	CY	251			\$75.00	\$18,825.00	\$4.00	\$1,004.00	\$31.09	\$7,803.59	\$48.00	\$12,048.00
15.	2400.0000	COMMON EMBANKMENT (P)	CY	25			\$25.00	\$625.00	\$10.00	\$250.00	\$28.40	\$710.00	\$25.00	\$625.00
16.	2400.0000	INSTALL CONCRETE CURB B618	LF	15			\$100.00	\$1,500.00	\$15.00	\$225.00	\$70.00	\$1,050.00	\$50.00	\$750.00
17.	2400.0000	SIDEWALK - 6"	SF	96			\$25.00	\$2,400.00	\$15.00	\$1,440.00	\$16.41	\$1,575.36	\$20.00	\$1,920.00
18.	2400.0000	TRUNCATED DOMES	SF	36			\$75.00	\$2,700.00	\$55.00	\$1,980.00	\$87.50	\$3,150.00	\$80.00	\$2,880.00
19.	2410.0000	BITUMINOUS PATCH	SY	5			\$50.00	\$250.00	\$100.00	\$500.00	\$23.63	\$118.15	\$75.00	\$375.00
20.	2410.0000	BITUMINOUS TRAIL	SY	2,380			\$75.00	\$178,500.00	\$27.00	\$64,260.00	\$23.71	\$56,429.80	\$25.58	\$60,880.40
21.	2900.0000	SEEDING BSWR FOREST GROUNDCOVER EAST	AC	3			\$12,000.00	\$32,400.00	\$1,200.00	\$3,240.00	\$3,770.37	\$10,180.00	\$5,250.00	\$14,175.00
22.	2900.0000	SEEDING EARLY SUCCESSIONAL FLOODPLAIN	AC	1			\$12,000.00	\$7,200.00	\$2,000.00	\$1,200.00	\$3,200.00	\$1,920.00	\$4,725.00	\$2,835.00
23.	2900.0000	SEEDING RESIDENTIAL TURFGRASS (RT)	AC	0			\$12,000.00	\$4,200.00	\$1,400.00	\$490.00	\$4,885.71	\$1,710.00	\$5,775.00	\$2,021.25
24.	312213.0000	BANK GRADING	LF	924			\$20.00	\$18,480.00	\$3.50	\$3,234.00	\$11.66	\$10,773.84	\$33.30	\$30,769.20
25.	312213.0000	STAGING AREA RESTORATION	EA	2			\$2,000.00	\$4,000.00	\$500.00	\$1,000.00	\$960.00	\$1,920.00	\$1,575.00	\$3,150.00
26.	312500.0000	COIR LOG - 16"	LF	961			\$50.00	\$48,050.00	\$20.00	\$19,220.00	\$18.06	\$17,355.66	\$26.00	\$24,986.00
27.	312500.0000	BRUSH MATTRESS	SY	1,240			\$90.00	\$111,600.00	\$10.00	\$12,400.00	\$12.73	\$15,785.20	\$28.50	\$35,340.00
28.	312500.0000	BRUSH MATTRESS WITH RIPRAP TOE	LF	169			\$100.00	\$16,900.00	\$20.00	\$3,380.00	\$38.22	\$6,459.18	\$133.00	\$22,477.00
29.	313716.1300	BANK GRADING WITH VEGETATED RIPRAP (CLASS II, NO LIMESTONE ALLOWED)	LF	1,366			\$80.00	\$109,280.00	\$42.00	\$57,372.00	\$40.96	\$55,951.36	\$72.50	\$99,035.00
30.	313716.1300	RIPRAP (ARCH VANE AND ROCK RIFFLE) (CLASS IV, NO LIMESTONE ALLOWED)	CY	190			\$150.00	\$28,500.00	\$140.00	\$26,600.00	\$108.84	\$20,679.60	\$167.20	\$31,768.00
31.	329300.0000	SHRUB PLUGS	EA	415			\$15.00	\$6,225.00	\$4.00	\$1,660.00	\$15.75	\$6,536.25	\$15.00	\$6,225.00
					TOTAL		\$752,225.00		\$322,810.00		\$323,101.23		\$456,279.50	



BID TABULATION
Plymouth Creek Stream Restoration Phase 1
Plymouth, MN
Project No. 30495
Bid Date: April 3, 2026

Husky Construction
12060 239th Avenue NW
Elk River, MN 55330

Clark Companies
14047 Azurite Street NW
Ramsey, MN 55303

MNL
8740 77th Street NE
Otsego, MN 55362

McLafferty Contracting Group, LLC
29159 Ivywood Trail
Chirsago City, MN 55013

JK Landscape Construction
19512 Hubble Road
Clearwater, MN 55320

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
BASE BID														
1.	1100.0000	MOBILIZATION	LS	1	\$18,000.00	\$18,000.00	\$16,500.00	\$16,500.00	\$25,000.00	\$25,000.00	\$46,000.00	\$46,000.00	\$30,000.00	\$30,000.00
2.	1400.0000	ROCK EXIT TO CONSTRUCTION SITE	EA	5	\$1,000.00	\$5,000.00	\$2,500.00	\$12,500.00	\$1,500.00	\$7,500.00	\$1,500.00	\$7,500.00	\$2,800.00	\$14,000.00
3.	1400.0000	FLOTATION SILT CURTAIN	LF	50	\$16.00	\$800.00	\$22.00	\$1,100.00	\$20.00	\$1,000.00	\$40.00	\$2,000.00	\$100.00	\$5,000.00
4.	1400.0000	INLET PROTECTION	EA	6	\$150.00	\$900.00	\$100.00	\$600.00	\$300.00	\$1,800.00	\$150.00	\$900.00	\$500.00	\$3,000.00
5.	1600.0000	TRAFFIC CONTROL	LS	1	\$2,572.50	\$2,572.50	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$8,900.00	\$8,900.00	\$2,000.00	\$2,000.00
6.	2000.0000	REMOVE STORM PIPE (ALL TYPES AND SIZES)	LF	26	\$50.00	\$1,300.00	\$40.00	\$1,040.00	\$100.00	\$2,600.00	\$45.00	\$1,170.00	\$150.00	\$3,900.00
7.	2000.0000	REMOVE CONCRETE CURB	LF	15	\$35.00	\$525.00	\$28.00	\$420.00	\$65.00	\$975.00	\$23.00	\$345.00	\$100.00	\$1,500.00
8.	2000.0000	REMOVE BITUMINOUS PAVEMENT	SY	1,425	\$7.00	\$9,975.00	\$2.00	\$2,850.00	\$10.00	\$14,250.00	\$9.00	\$12,825.00	\$15.00	\$21,375.00
9.	2000.0000	FULL DEPTH RECLAMATION	SY	2,380	\$2.10	\$4,998.00	\$2.00	\$4,760.00	\$14.00	\$33,320.00	\$5.85	\$13,923.00	\$13.60	\$32,368.00
10.	2010.0000	CLEARING	TREE	166	\$454.00	\$75,364.00	\$500.00	\$83,000.00	\$500.00	\$83,000.00	\$230.00	\$38,180.00	\$475.00	\$78,850.00
11.	2010.0000	GRUBBING	TREE	166	\$80.00	\$13,280.00	\$250.00	\$41,500.00	\$150.00	\$24,900.00	\$225.00	\$37,350.00	\$90.00	\$14,940.00
12.	2300.0000	24" RCP STORM SEWER	LF	6	\$260.00	\$1,560.00	\$800.00	\$4,800.00	\$330.00	\$1,980.00	\$190.00	\$1,140.00	\$650.00	\$3,900.00
13.	2300.0000	24" APRON	EA	1	\$3,659.00	\$3,659.00	\$5,000.00	\$5,000.00	\$2,900.00	\$2,900.00	\$2,500.00	\$2,500.00	\$3,900.00	\$3,900.00
14.	2400.0000	COMMON EXCAVATION (P)	CY	251	\$30.00	\$7,530.00	\$17.50	\$4,392.50	\$20.00	\$5,020.00	\$20.00	\$5,020.00	\$15.00	\$3,765.00
15.	2400.0000	COMMON EMBANKMENT (P)	CY	25	\$10.00	\$250.00	\$40.00	\$1,000.00	\$70.00	\$1,750.00	\$25.00	\$625.00	\$25.00	\$625.00
16.	2400.0000	INSTALL CONCRETE CURB B618	LF	15	\$143.75	\$2,156.25	\$70.00	\$1,050.00	\$200.00	\$3,000.00	\$28.00	\$420.00	\$295.00	\$4,425.00
17.	2400.0000	SIDEWALK - 6"	SF	96	\$24.80	\$2,380.80	\$50.00	\$4,800.00	\$36.00	\$3,456.00	\$36.00	\$3,456.00	\$51.00	\$4,896.00
18.	2400.0000	TRUNCATED DOMES	SF	36	\$84.00	\$3,024.00	\$50.00	\$1,800.00	\$80.00	\$2,880.00	\$100.00	\$3,600.00	\$98.00	\$3,528.00
19.	2410.0000	BITUMINOUS PATCH	SY	5	\$157.50	\$787.50	\$650.00	\$3,250.00	\$100.00	\$500.00	\$200.00	\$1,000.00	\$325.00	\$1,625.00
20.	2410.0000	BITUMINOUS TRAIL	SY	2,380	\$21.00	\$49,980.00	\$22.50	\$53,550.00	\$30.00	\$71,400.00	\$32.00	\$76,160.00	\$24.60	\$58,548.00
21.	2900.0000	SEEDING BSWR FOREST GROUNDCOVER EAST	AC	3	\$1,000.00	\$2,700.00	\$5,000.00	\$13,500.00	\$2,750.00	\$7,425.00	\$13,000.00	\$35,100.00	\$46,210.00	\$124,767.00
22.	2900.0000	SEEDING EARLY SUCCESSIONAL FLOODPLAIN	AC	1	\$1,000.00	\$600.00	\$5,000.00	\$3,000.00	\$2,500.00	\$1,500.00	\$12,000.00	\$7,200.00	\$46,500.00	\$27,900.00
23.	2900.0000	SEEDING RESIDENTIAL TURFGRASS (RT)	AC	0	\$1,000.00	\$350.00	\$5,000.00	\$1,750.00	\$3,100.00	\$1,085.00	\$12,000.00	\$4,200.00	\$29,780.00	\$10,423.00
24.	312213.0000	BANK GRADING	LF	924	\$59.95	\$55,393.80	\$13.00	\$12,012.00	\$15.00	\$13,860.00	\$43.00	\$39,732.00	\$26.00	\$24,024.00
25.	312213.0000	STAGING AREA RESTORATION	EA	2	\$3,000.00	\$6,000.00	\$5,000.00	\$10,000.00	\$2,750.00	\$5,500.00	\$3,500.00	\$7,000.00	\$3,800.00	\$7,600.00
26.	312500.0000	COIR LOG - 16"	LF	961	\$20.00	\$19,220.00	\$25.00	\$24,025.00	\$70.00	\$67,270.00	\$47.00	\$45,167.00	\$34.00	\$32,674.00
27.	312500.0000	BRUSH MATTRESS	SY	1,240	\$69.50	\$86,180.00	\$45.00	\$55,800.00	\$20.00	\$24,800.00	\$72.00	\$89,280.00	\$54.00	\$66,960.00
28.	312500.0000	BRUSH MATTRESS WITH RIPRAP TOE	LF	169	\$77.75	\$13,139.75	\$27.00	\$4,563.00	\$55.00	\$9,295.00	\$181.00	\$30,589.00	\$115.00	\$19,435.00
29.	313716.1300	BANK GRADING WITH VEGETATED RIPRAP (CLASS II, NO LIMESTONE ALLOWED)	LF	1,366	\$68.20	\$93,161.20	\$78.00	\$106,548.00	\$77.00	\$105,182.00	\$70.00	\$95,620.00	\$70.00	\$95,620.00
30.	313716.1300	RIPRAP (ARCH VANE AND ROCK RIFFLE) (CLASS IV, NO LIMESTONE ALLOWED)	CY	190	\$80.00	\$15,200.00	\$250.00	\$47,500.00	\$200.00	\$38,000.00	\$284.00	\$53,960.00	\$139.00	\$26,410.00
31.	329300.0000	SHRUB PLUGS	EA	415	\$62.40	\$25,896.00	\$10.00	\$4,150.00	\$20.00	\$8,300.00	\$22.00	\$9,130.00	\$24.00	\$9,960.00
TOTAL						\$521,882.80		\$529,760.50		\$571,948.00		\$679,992.00		\$737,918.00

April 15, 2026

Honorable Mayor and Council Members
Ben Scharenbroich, Water Resources Supervisor
City of Plymouth
3400 Plymouth Boulevard
Plymouth, MN 55447

RE: Plymouth Creek Stream Restoration Phase 1
City No. WR250001
City of Plymouth, MN
Recommendation of Notice of Award
Moore No. 30495

Honorable Mayor and Members of the Council,

On April 3, 2026, at 10:00 a.m., sealed bids were opened for the Plymouth Creek Stream Restoration Phase 1 project (City Project #WR250001). A total of 9 bids were opened with base bids ranging from \$322,810.00 to \$737,918.00. The Engineer's estimate for this project was \$752,225.00.

We have reviewed the bids and have determined that the lowest responsible bid was from JC Hallet Construction in the amount of \$322,810.00. Therefore, we recommend that a contract be awarded to JC Hallet Construction.

Enclosed are the bid tabulation, statement of estimated cost, and Notice of Award for your consideration.

Please feel free to contact me with any questions or comments at (612) 474-2280.

Sincerely,



Quentin Scott, PE
Professional Engineer I
2 Carlson Parkway N, Suite 110
Plymouth, MN 55447
Phone: (612) 474-2280

Enclosures – as noted

CITY OF PLYMOUTH

RESOLUTION No. 2026-108

RESOLUTION AWARDING CONTRACT FOR THE PLYMOUTH CREEK STREAM RESTORATION PROJECT - PHASE 1(WR250001)

WHEREAS, pursuant to an advertisement for bids for the Plymouth Creek Stream Restoration Project – Phase 1, bids were received, opened and tabulated according to State law, and the following bids were received complying with the advertisement:

Contractor	Total Bid
JC Hallet Construction	\$322,810.00
Blackstone Contractors LLC	\$323,101.23
Vada Contracting, LLC	\$456,279.50
Sunram Construction, Inc.	\$459,081.00
Husky Construction	\$521,882.80
Clark Companies	\$529,760.50
MNL	\$571,948.00
McLafferty Contracting Group, LLC	\$679,992.00
JK Landscape Construction	\$737,918.00
<i>Engineer's Estimate</i>	<i>\$752,225.00</i>

WHEREAS, JC Hallet Construction from Lakeville, Minnesota is the lowest responsible bidder complying with the minimum qualifications; and

WHEREAS, the City Engineer recommends awarding the project to JC Hallet Construction.

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

- 1) The Mayor and City Manager are authorized and directed to enter into a contract with JC Hallet Construction, in the name of the City of Plymouth, for the Plymouth Creek Stream Restoration Project according to the plans and specifications on file in the office of the City Engineer in the amount \$322,810.00.
- 2) The total cost of the project is \$582,000.00 as detailed in the below table:

Project Cost	Amount
Improvements	\$ 322,810.00
Engineering & Permitting	\$ 206,000.00
Contingency	\$ 53,190.00
Total	\$ 582,000.00

BE IT FURTHER RESOLVED, that the project would be funded from the Water Resources Fund with reimbursement to be provided by the Bassett Creek Watershed Management Commission.

APPROVED by the City Council on this 28th day of April, 2026.

To: Dave Callister, City Manager

Prepared by: Abbie Browen, Public Works Operations Manager

Reviewed by: Michael Thompson, Public Works Director

Item: **Approve first amendment to the lease agreement with Cellco Partnership d/b/a Verizon Wireless for the water tower located at 4425 Zachary Lane**

1. Action Requested:

Adopt attached resolution approving first amendment to the lease agreement with Cellco Partnership d/b/a Verizon Wireless for the water tower located at 4425 Zachary Lane.

2. Background:

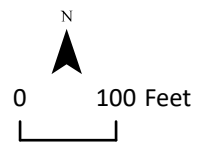
On October 2, 1996, the City Council adopted a policy regarding the locating of antennas on city property and water towers. On December 8, 2009, the city revised the zoning ordinance to the current provisions which regulate telecommunication antennas and towers on city property. The city entered into an agreement with Verizon Wireless (VAW) LLC d/b/a Verizon Wireless for their cellular equipment located on the water tower at 4425 Zachary Lane on October 3, 2007. Effective December 31, 2019, Cellco Partnership merged with Verizon Wireless (VAW) LLC. A copy of the certificate of merger is included for reference. The lease agreement amendment has been reviewed by the City Attorney and includes a modification of terms stating that the agreement shall automatically be extended for up to four additional five-year terms commencing on April 1, 2027.

3. Budget Impact:

The current revenue associated with this lease, from April 1, 2025, to March 31, 2026, is \$29,792.58. The amendment continues the city's annual fee adjustment of 3% annually, effective after April 1, 2027.

4. Attachments:

1. Location Map
2. Original Lease
3. Certificate of Merger
4. Lease Amendment
5. City Council Resolution 2026-109



4425 Zachary Lane Water Tower Location





TRANSMITTAL MEMO
October 12, 2007

VIA FEDERAL EXPRESS

TO: Tom Vetsch
City of Plymouth
14900 23rd Ave. N.
Plymouth, MN 55447-1482
612-490-4865

FROM: Kari Nelson – Network Real Estate Specialist
Verizon Wireless GPKSMO Region
9955 59th Ave. North, Suite 120

Patti Weitgenant

Full Name: Kari Brown
Last Name: Brown
First Name: Kari

Business Address: 4330 155th St E
Fairbault, MN 55021
United States of America

Business: (952) 292-9337
Business Fax: (507) 334-4685

E-mail: ktbconsulting@myclearwave.net
E-mail Display As: ktbconsulting@myclearwave.net

Kari Brown
KTB Consulting, Inc.
cell: (952)-292-9337
fax: (507)-334-4685
12.14.06 T mobile at Bass Lake field

Verizon @ zachary

DRAFTED BY
AND RETURN TO:
Moss & Barnett (JDL)
4800 Wells Fargo Building
90 South Seventh Street
Minneapolis, MN 55402-4129
(Site Name: [MINC Pilgrim])
(Prepared by Anthony A. Dorland Telephone No. (612) 347-0258)

(Space above this line for Recorder's use.)

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made this 3rd day of Oct., 2007, between the CITY OF PLYMOUTH, a Minnesota municipal corporation, ("City") with a mailing address of 3400 Plymouth Boulevard, Plymouth, Minnesota 55447-1482 and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal office located at 180 Washington Valley Road, Bedminster, New Jersey 07921, herein after referred to as ("Operator").

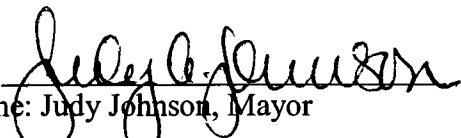
City and Operator entered into an Agreement (the "Agreement") on 10/03, 2007. Pursuant to the Agreement, Operator leased to Lessee a portion of the real property (the "Property") described in **Exhibit "A"** attached hereto, together with non-exclusive easements for access and utilities (collectively the "Premises"). The term of the Agreement shall be five (5) years ("Initial Term"), commencing April 1, 2007, or upon first day of the month following commencement of construction of Operator's facility, which ever first occurs (the "Commencement Date") and terminating at midnight on the last day of the month in which the fifth anniversary of the Commencement Date shall have occurred. Operator shall have the right to extend the Agreement for three (3) additional five-year terms ("Renewal Terms"). The Agreement shall automatically be renewed for a Renewal Term unless Operator shall notify City of Operator's intention not to renew the Agreement at least thirty (30) days prior to the expiration of the term or any Renewal Term. Prior to the expiration of the third Renewal Term, City and Operator may negotiate the extension of the Agreement for an additional five (5) year term on terms acceptable to City and Operator.

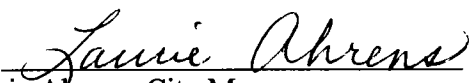
MINC-Pilgrim
Memorandum of Agreement

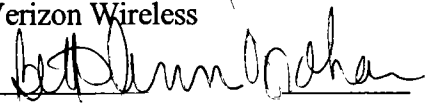
The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of City and Operator.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, City and Operator have caused this Memorandum to be duly executed on the date written below.

CITY:
CITY OF PLYMOUTH

By: 
Name: Judy Johnson, Mayor
Date: 6-19-06

By: 
Laurie Ahrens, City Manager
Date: 6-19-06

OPERATOR:
Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
By: 
Name: Beth Ann Drohan
Its: Midwest Area Vice President – Network
Date: 10/3/07

Acknowledgments on following page

CITY ACKNOWLEDGMENT

municipal corporation under the laws of Minne
Kurt H Hoffman III
Print or Type Name: _____
Notary Public in and for the State of Minnesota
My appointment expires: 1-31-2010

Print or Type Name: _____
 Notary Public in and for the State of Indiana _____
 My appointment expires: _____

Exhibit “A”

(Legal Description)

Page 1 of 1

Lot 1, Block 2, City of Plymouth Plat No. 2, according to the recorded plat thereof, and situate in Hennepin County, Minnesota.

Agenda Number: 6.19

CITY OF PLYMOUTH
CITY COUNCIL AGENDA REPORT

DATE: June 5, 2006 for the City Council Meeting of June 13, 2006

TO: Laurie Ahrens, City Manager, through Doran Cote, Director of Public Works

FROM: Thomas Vetsch Public Works Superintendent

SUBJECT: WATER TOWER SITE ANTENNA AGREEMENT WITH VERIZON WIRELESS

ACTION REQUESTED: Make a motion to adopt the attached resolution approving the agreement with Verizon Wireless to locate communication antennas on the City's Zachary Water Tower located at 4425 Zachary Lane.

BACKGROUND: As a result of deregulation of the telecommunication industry and the advancement of newer technology, private companies are continuing to offer new wireless telecommunication services in this area or to improve it. These services include cellular telephones for personal communication.

In the summer of 1996, the City revised the zoning ordinance to have current zoning provisions for the location of towers and antennas. The zoning ordinance encourages the locating of these new antenna systems on public structures such as water towers. On October 2, 1996, the City Council adopted a policy regarding the locating of these antennas on City property or City water towers.

The City has received an application from Verizon Wireless to locate antennas on one of the City water towers. The requested tower is the Zachary Water Tower and the location is 4425 Zachary Lane.

A structural analysis will need to be prepared to verify that the water tower is capable of supporting these type of antennas before any work begins. This will be paid for by the user. Also, general specifications have been prepared on the modifications which will be required to the water towers to support the antennas. All new antennas and supporting structure on the water tower will be required to be painted to blend in with the existing water tower.

The antennas for this type of service consist of panels which are approximately 6 inches wide and 8 feet high. For the service and coverage necessary, there are a total of 12 panels associated with one antenna. The panels are grouped at three locations at approximately 120 degrees separation in order that there is full coverage for service surrounding the water tower.

SUBJECT: WATER TOWER SITE ANTENNA AGREEMENT WITH VERIZON WIRELESS

City Attorney has reviewed and approved an agreement for the use of the City water towers for these antennas. The basic provisions are as follows:

1. This agreement is for the Zachary Water Tower. There are attachments to the agreement indicating the location of the water tower and the detailed information on the installation of the antenna for this tower.
2. Any additional maintenance expense incurred by the City for the water tower as a result of the antennas is the responsibility of Verizon Wireless.
3. The lease is for a five year initial term with Verizon Wireless having the option to renew the agreement for three additional five year terms.
4. The fee which must be paid to the City, on or before commencement for the first year of the initial five year term is \$17,500 and thereafter for the duration of this agreement the annual fee shall increase by three percent (3%) each year and shall be paid on January 1st of each year.
5. Verizon Wireless is responsible to pay the personal property taxes which will be assessed by the County for their equipment.
6. The standard insurance and other provisions deemed necessary by the City Attorney are included in the agreement.

The City currently has leases with Sprint Nextel, T- Mobile and U.S. West.

ALTERNATIVES: The City is required to make provisions for the erection of communication antennas as part of the rules adopted by the Federal Government. The provisions adopted by the City encourage antennas to be located on existing structures such as water towers in lieu of erecting separate towers for the antennas. If the City denies the locating of antennas on our water towers, we could expect a request to construct a free standing tower.

BUDGET IMPACT: The agreement requires Verizon Wireless to pay all additional costs incurred on maintenance of the water tower as a result of their antennas. For this reason, there will be no budget impact associated with maintenance of the water towers. The City will receive a minimum payment of \$17,500.00 to locate antennas on the Zachary Water Tower. In accordance with the City adopted policy, one-half of these funds would go to the Water Operation Fund, and one-half to the General Fund.

RECOMMENDATIONS AND CONCLUSIONS: In order to eliminate free standing towers for antennas associated with the new technology for communications, it is recommended that the City Council approve the agreement with Verizon Wireless for locating antennas on the Zachary Water Tower. The agreement prepared by the City Attorney protects the City's interest and is similar to other agreements which the City Attorney has prepared for previous antennas.

SUBJECT: WATER TOWER SITE ANTENNA AGREEMENT WITH VERIZON WIRELESS

It is recommended that the City Council adopt the attached resolution authorizing the Mayor and City Manager to enter into the agreement on behalf of the City.

attachments: Resolution
Lease
Drawings

AGREEMENT

between

CITY OF PLYMOUTH

and

VERIZON WIRELESS (VAW) VERIZON WIRELESS
D/B/A VERIZON WIRELESS

(VERIZON WIRELESS SITE NAME: MINC Pilgrim)

Dated: _____, 2006

THIS INSTRUMENT WAS DRAFTED BY:

CAMPBELL KNUTSON

Professional Association

317 Eagandale Office Center

1380 Corporate Center Curve

Eagan, MN 55121

Telephone: (612) 452-5000

RNK:srn

TABLE OF CONTENTS

	Page
SECTION ONE PROPERTY AND PREMISES	1
SECTION TWO USE AND MAINTENANCE.....	2
SECTION THREE TERM	5
SECTION FOUR FEE	6
SECTION FIVE INTERFERENCE.....	6
SECTION SIX IMPROVEMENTS; UTILITIES; ACCESS	8
SECTION SEVEN TERMINATION	9
SECTION EIGHT TAXES	11
SECTION NINE INSURANCE	12
SECTION TEN DESTRUCTION OF PREMISES	13
SECTION ELEVEN CONDEMNATION.....	13
SECTION TWELVE NOTICES	13
SECTION THIRTEEN INDEMNITY.....	14
SECTION FOURTEEN ASSIGNMENT	15
SECTION FIFTEEN BINDING EFFECT; SUCCESSORS AND ASSIGNS	16
SECTION SIXTEEN WAIVER OF CITY'S LIEN	16
SECTION SEVENTEEN MISCELLANEOUS	17
EXHIBIT "A" PROPERTY	
EXHIBIT "B" PREMISES	
EXHIBIT "C" EQUIPMENT AND FACILITIES	
EXHIBIT "D" CITY POLICY	

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this _____, 200__, between the CITY OF PLYMOUTH, a Minnesota municipal corporation, with offices at 3400 Plymouth Boulevard, Plymouth, Minnesota 55447-1482 ("City"), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless with offices at 180 Washington Valley Road, Bedminster, New Jersey, 07921 ("Operator").

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree as follows:

SECTION ONE PROPERTY AND PREMISES

Subject to the following terms and conditions, City hereby grants to Operator the non-exclusive right to utilize, for the purposes outlined herein, a portion of the real property at 4425 Zachary Lane N., Plymouth, Minnesota (the "Property") described in Exhibit "A" attached hereto, and Operator shall have the exclusive use of that portion of the Property designated as "exclusive" on Exhibit "B" attached hereto. Operator's exclusive use of the Property shall be limited to that portion of the Property which is shown on Exhibit "B" and the specific areas where Operator's antennas, panels, waveguide, structures and other external equipment are located as described in detail on Exhibit "C" attached hereto, together with non-exclusive easements for access and utilities (collectively the "Premises"). The primary purposes of the City's ownership of the Property (the "Primary Purposes") is to: (a) operate and maintain a municipal water tower (the "Tower") so as to provide water service to residents of Plymouth; (b) provide a well for water supply; and/or (c) provide a maintenance facility for City use.

SECTION TWO USE AND MAINTENANCE

A. The Premises shall be used by Operator solely for the purpose of constructing, maintaining, and operating a communications facility thereon and uses incidental thereto which are not inconsistent with the City's use of the Property. Operator shall have the right to place on the Premises, at its own cost and expense, certain equipment. The equipment and structure to be located upon the Premises shall blend in with its surroundings and is described in detail on Exhibit "C" attached hereto. The design, screening, and aesthetics of the antennas, panels, waveguide, structures and other external equipment ("Antenna Facilities") is described in detail on Exhibit "C" attached hereto. Operator, upon notice to City, may replace the aforementioned equipment with smaller or similar sized equipment provided said replacement does not increase the tower loading of the water tower. Any other proposed alterations or modifications to the exterior of the structure or external equipment shall be approved by City before such alterations or modifications are undertaken, and which approval shall not be unreasonably withheld, conditioned or delayed.

B. Pursuant to Operator's regulatory communication licenses and subject to the terms of this Agreement, Operator may have use of the Premises for the transmission and reception of communication signals in the frequencies permitted by the Federal Communication Commission for communications , and for the construction and maintenance of related facilities. The use of the Premises by Operator under this Agreement shall at all times be in accordance with the Policy Statement Regarding the Use of City Owned Land for Wireless Telecommunications Antennas and Towers attached hereto as Exhibit "D." If there is a conflict between the terms of the Policy Statement and the terms herein, the terms herein shall control. Subject to the terms herein, City agrees to cooperate with Operator in obtaining, at Operator's

expense, all licenses and permits required for Operator's use of the Premises (the "Governmental Approvals"). In addition, as long as the foregoing activities do not materially interfere with the City's use of the Property, City agrees to allow Operator to perform, at its own expense, surveys, soil testing and other engineering procedures on, under, and over the Property necessary to determine that Operator's use of the Premises will be compatible with Operator's engineering specifications, system design and Governmental Approvals.

C. Operator agrees to pay for the cost of utility service including emergency power, if any. Operator shall provide separate meters for all utilities.

D. Operator shall be allowed reasonable unrestricted access to its building and equipment located outside of the water tower twenty-four (24) hours a day, 365 days a year for the purposes of above stated use of the Premises. If City maintenance employees are called in after regular working hours for access to the interior of the water tower, the Operator shall reimburse the City for costs incurred.

E. Operator shall not utilize the Premises to transmit at any unauthorized frequencies.

F. Maintenance.

1. Operator shall, at its own expense, maintain any of Operator's equipment on or attached to the property in a safe condition, in good repair, and in a manner reasonably suitable to City so as not to conflict with the use or other leases of the property by City. Subject to the specific and controlling interference provisions in Section 5, Operator shall not unreasonably interfere with the working use of the property, related facilities, or other equipment of additional lessees.

2. Operator shall have sole responsibility for the maintenance, repair, and security of the Premises and shall keep the same in good repair and condition during the Lease term.

3. Operator must keep the Premises free of debris and anything of a dangerous, noxious or offensive nature, or which would create a hazard, undue vibration, heat, noise, interference, etc.

4. In the event the City repaints, repairs, or maintains its water tower ("Tower"), City shall give Operator thirty (30) days' written notice of the scheduled date of the project, and it shall be the responsibility of the Operator to provide adequate measures to cover Operator's equipment, personal property, or Antenna Facilities and protect such from paint and debris fallout or damage which may occur during the paint restoration, repair, or maintenance process.

5. Any additional expense of repainting, repairing, or maintaining City's property caused by Operator's Antenna Facilities, shall be paid promptly by Operator to City upon City's notice to Operator of such additional cost.

6. Subject to Paragraph 4 above, Operator shall remove its Antenna Facilities at Operator's cost, upon reasonable notice to allow maintenance, repair, repainting, restoration, or other activity as required by City. There may be scheduled interruptions in use of the Antenna Facilities. Except in the case of an emergency, the City shall give Operator thirty (30) days' notice of repair, repainting, or restoration. In case of an emergency, City may order Operator to cease operation of its Antenna Facilities, but shall notify Operator by telephone within a reasonable time. An "emergency" shall be deemed to exist only in those situations which constitute an immediate threat to the health or

safety of the public or immediate danger to the property. In the event the use of Operator's Antenna Facilities is interrupted, Operator shall have the right to maintain mobile communications sites on wheels on the Property or, after approved by City, on any land owned or controlled by City in the immediate area of the Property.

G. Compliance with Statutes, Regulations, and Approvals. It is understood that Operator's use of the property herein is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state, or local authority (including engineering study, radio frequency interference study, etc.). Operator's Antenna Facilities and any other facilities shall be erected, maintained, and operated in accordance with site standards, state statutes, rules, and regulations now in effect or that thereafter may be issued by the FCC and related governing bodies.

SECTION THREE TERM

The term of this Agreement shall be five (5) years ("Initial Term"), commencing April 1, 2007, or upon first day of the month following commencement of construction of Operator's facility, which ever first occurs (the "Commencement Date") and terminating at midnight on the last day of the month in which the fifth anniversary of the Commencement Date shall have occurred. Operator shall have the right to extend this Agreement for three (3) additional five-year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth herein. This Agreement shall automatically be renewed for a Renewal Term unless Operator shall notify City of Operator's intention not to renew this Agreement at least thirty (30) days prior to the expiration of the term or any Renewal Term. Prior to the expiration of the third Renewal Term, City and Operator may negotiate the extension of this Agreement for an additional five (5) year term on terms acceptable to City and Operator.

SECTION FOUR FEE

A. On or before the Commencement Date, Operator shall pay City, as a fee for the first year of the Initial Term, an annual fee of Seventeen Thousand Five Hundred and no/100 Dollars (\$17,500.00) and thereafter for the duration of this Agreement the annual fee shall increase by three percent (3%) each year, and shall be payable on or before the anniversary of the Commencement Date at City's address specified in Section Twelve below.

SECTION FIVE INTERFERENCE

Operator's installation, operation, and maintenance of its transmission facilities shall not damage or interfere in any way with City's Tower's operations or related repair and maintenance activities. Operator agrees to cease all such actions, which materially interfere with City's use of the Tower for its Primary Purposes immediately upon actual notice of such interference; provided, however, in such case, Operator shall have the right to terminate this Lease. City, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the property in connection with Tower operations as may be necessary. The City agrees to give reasonable advance notice of any such activities to the Operator and to reasonably cooperate with Operator to carry out such activities with a minimum amount of interference with Operator's transmission operations.

Before placement of Antenna Facilities, Operator shall provide City with an interference study acceptable to City, indicating that Operator's intended use will not interfere with any existing communications facilities on the Tower. Operator shall have a structural engineering study completed, indicating whether the Tower is able to structurally support Operator's additional Antenna Facilities without prejudice to the City's primary use of the Tower as a water storage, public works, and public safety communications facility.

City in no way guarantees to Operator subsequent noninterference with Operator's transmission operations, provided, however, that in the event any other party, except a governmental unit, office, or agency for the non-competitive use of antennas that are located more than fifteen (15) feet from Operator's antennas, requests permission to place any type of additional antenna or transmission facility on the property, the procedures of this Section Five shall govern City's responsibilities, if any, in regard to whether such antenna or transmission facility will interfere with Operator's transmission operations. An emergency, city, public works, or public safety governmental unit may be allowed to place antenna or other communications facilities on the Tower for non-competitive uses regardless of potential or actual interference with Operator's use, provided, however, that the antennas are located more than fifteen (15) feet from Operator's antennas. If Operator's use of the property is materially affected by emergency, city, public works, or public safety governmental unit antennas for non-competitive purposes located more than fifteen (15) feet from Operator's antennas, Operator may terminate this Lease without penalty.

If City receives any such request from an entity requesting to use the property for communications purposes ("Requester"), City shall submit the Requester's proposal, complete with all technical specifications reasonably requested by Operator, to Operator for review for noninterference. Operator shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by Operator to the installation of antennas or transmission facilities pursuant to said proposal. If Operator gives notice of objection due to interference during such thirty-(30) day period and Operator's objections are verified by City to be valid, then City shall not proceed with such proposal. The Requester shall be responsible for the expenses incurred in any

independent validation of Operator's interference objections; provided, however, should the independent analysis conclude that Operator's interference objections are invalid, Operator shall be responsible for any independent validation fees. An emergency, city, public works, or public safety governmental unit may be allowed to place antenna or other communications facilities on the Tower for non-competitive uses regardless of potential or actual interference with Operator's use, provided, however, that the antennas are located more than fifteen (15) feet from Operator's antennas and provided, however, if Operator's use of the property is materially affected, Operator may terminate this Lease without penalty, and provided further, that if a Requester is granted approval to use the property for communications purposes and thereafter Operator's use of the property is materially affected, Operator shall have the right to terminate this Lease without penalty and shall have the right to seek relief against such Requester, including damages and/or injunctive or other equitable relief, provided that there shall be no liability to City.

Operator's use and operation of its facilities shall not interfere with the use and operation of other communications facilities on the Tower, which pre-existed Operator's facilities. If Operator's facilities cause impermissible interference, Operator shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Operator shall immediately cease operating its facilities until the interference has been eliminated. If the interference cannot be eliminated within ninety (90) days, Operator may terminate this Agreement.

SECTION SIX IMPROVEMENTS; UTILITIES; ACCESS

A. Operator shall have the right, at Operator's expense, to erect and maintain on the Premises the equipment listed on Exhibit "C" of this Agreement.

B. Operator shall have the right to install utilities, at Operator's expense, including, but not limited to the installation of emergency power generators. Operator shall have the right to permanently place utilities on the Premises in order to service the Premises and the facilities described in this Agreement. Upon Operator's written request, City shall execute a permit in favor of Operator evidencing Operator's right to construct a utility.

C. City represents and warrants to Operator that Operator shall enjoy vehicular and pedestrian ingress, egress, and access from a public road to the Property adequate to service the Premises and the equipment described on Exhibit "C" at all times during this Agreement at no additional charge to Operator, except as provided in Section Two, Subparagraph D. Operator shall be allowed to access the water tower for maintenance and repairs of the equipment described on Exhibit "C" upon twenty four (24) hours notice to City. In the event of an emergency, Operator shall not be required to give notice to City, but, in such event, Operator shall make reasonable efforts to notify City of Operator's intent to access the water tower. Operator shall conduct all repair, replacement and maintenance operations in accordance with applicable OSHA regulations or other occupational and safety regulations pertaining to such operations.

SECTION SEVEN TERMINATION

A. Except as otherwise provided herein, this Agreement may be terminated, without any penalty or further liability, as follows: (1) by either party upon a material default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties at law, in equity, or pursuant to any other provisions hereof), unless such default may not be reasonably cured within a 60-day period, in which case, this Lease may not be terminated if

the defaulting party commences action to cure the default within such 60-day period, proceeds with due diligence to fully cure the default, and thereafter cures the default; (2) by Operator, immediately upon notice to City, if it is unable to obtain or maintain any license, permit, or other governmental agency approval necessary to the construction and/or operation of the equipment described in Section 2, Subparagraph A or Operator's business; (3) on thirty (30) days' written notice by Operator if the Premises are or become unacceptable under the Operator's design or engineering specifications for the communications system network to which the facilities belong; or (4) by City on thirty (30) days' written notice to Operator if it determines based on a recommendation of a structural engineer registered in the State of Minnesota that the Tower is structurally unsound, including, but not limited to, consideration of age of the structure, damage or destruction of all or part of the property or Tower from any source; or (5) by Operator, if Operator has had to cease operation of its Antenna Facilities pursuant to Section 2(F)(6) above due to the City's determination that continued use of the property by Operator is in fact an immediate threat to health or safety; or (6) by City, on twelve (12) months' written notice, if City elects to remove the existing water tower from the property and subject to Operator's right to use a portion of the Property, or adjacent park property, for up to twelve (12) additional months following the termination date pursuant to this subsection (6), at the then applicable prorated annual fee, for the installation of the following equipment: (i) a truck with a generator containing a communications facility, including cellular radio transmission antennae and equipment, and (ii) any other equipment necessary for the operation of a temporary communications facility.

B. If this Agreement is terminated, fee shall be prorated as of the date of termination, and, in the event of termination for any reason other than nonpayment of fee, all prepaid fees shall be refunded to Operator within ninety (90) days of said termination.

C. Upon termination, Operator shall promptly remove the equipment described in Section 2A and restore land and property to its original condition, excluding ordinary wear and tear. Operator shall submit a letter of credit or performance bond (in a form acceptable to Operator's surety) or other form of security, which alternate form of security must be acceptable to the City, to cover the costs of removal.

SECTION EIGHT TAXES

Operator shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the equipment described in Section 2, Subparagraph A. City shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. Notwithstanding the foregoing, Operator shall pay, as additional fee, any increase in real property taxes levied against the Premises for the period from the Commencement Date through to termination of this Agreement which is directly attributable to Operator's use of the Premises, and City agrees to furnish proof of such increase to Operator. If there is more than one operator using the Property, Operator shall pay its proportionate share of such increase. Operator's proportionate share of the real estate taxes shall be the percentage determined by dividing the amount of Operator's exclusive space on the Property by the total amount of exclusive space leased to or used by all users of the Property.

City shall provide to Operator a copy of any notice, assessment or billing relating to real estate taxes for which Operator is responsible under this Agreement within ten (10) days of receipt of the same by City. Operator shall have no obligation to make payment of any real

estate taxes until Operator has received the notice, assessment or billing relating to such payment as set forth in the preceding sentence. In the event City fails to provide to Operator a copy of any real estate tax notice, assessment or billing within the ten (10) day period set forth herein, Operator shall be relieved of any obligation or responsibility to make payment of real estate taxes referred to in the notice, assessment or billing which was not timely delivered by City to Operator.

Operator shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which Operator is wholly or partly responsible for payment under this Agreement. City shall reasonably cooperate with Operator in filing, prosecuting and perfecting any appeal or challenge to real estate taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar document.

SECTION NINE INSURANCE

A. Operator shall maintain commercial general liability insurance insuring Operator against liability for personal injury, death or damage to personal property arising out of use of the Premises by Operator with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00). Operator shall also maintain fire and extended coverage insurance insuring Operator's personal property for its full insurable value (subject to reasonable deductibles). City shall maintain general liability insurance insuring City against liability for personal injury, death or damage to personal property arising out of its ownership, use and management of the Premises by City, or its agents, with combined single limits of not less than Six Hundred Thousand Dollars (\$600,000.00). City shall maintain property and casualty insurance on all improvements to the Property, including the water tower structure.

Notwithstanding anything in this Agreement to the contrary, each party releases the other party from all liability, whether for negligence or otherwise, in connection with a loss covered by any policies which the releasing party carries with respect to the Premises, but only to the extent that such loss is collected under such insurance policy(s). Any policy required to be obtained pursuant to this Section 9 shall contain a Waiver of Subrogation in favor of the other party hereto.

B. Operator shall provide City with proof of workers' compensation insurance covering all of Operator's employees and agents who access the Premises.

SECTION TEN DESTRUCTION OF PREMISES

If the Premises or the Operator's facilities located thereon are destroyed or damaged so as, in Operator's judgment to hinder the effective use of the Premises as a communications facility, Operator may elect to terminate this Agreement as of the date of the damage or destruction by so notifying the City not more than forty-five (45) days following the date of damage. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and Operator shall be entitled to the reimbursement of any sums prepaid by Operator.

SECTION ELEVEN CONDEMNATION

If a condemning authority takes all of the Property, or a portion sufficient, in Operator's determination, to render the Premises unsuitable for the use which Operator was then making of the Premises, Operator may terminate this Agreement as of the date the title vests in the condemning authority. The parties shall be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Premises. Sale of all or part of the

Premises to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation.

SECTION TWELVE NOTICES

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to City:	Director of Public Works City of Plymouth 3400 Plymouth Boulevard Plymouth, MN 55447-1482
If to Operator:	Verizon Wireless (VAW) LLC d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

SECTION THIRTEEN INDEMNITY

A. City and Operator each indemnify the other against, and hold the other harmless from, any and all costs (including reasonable attorney's fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of (a) the breach of this Agreement by the indemnifying party; and (b) the use and/or occupancy of the Property, or the Premises, by such indemnifying party. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from any negligent or intentional misconduct of the indemnified party and shall survive the termination of this Agreement. Notwithstanding any provision set forth herein to the contrary, City's obligation to indemnify Operator shall, in any event, be limited as set forth in Minnesota Statutes Section 466.04.

B. Hazardous Substance Indemnifications. Each Party represents and warrants that its use of the Property will not generate, and it will not store or dispose on the Property nor transport to or over the Property any hazardous substance in violation of any law or regulation. City and Operator acknowledge that Operator shall be utilizing and maintaining on the Property sealed batteries, propane/diesel/gasoline, HVAC system, and a halon/FM200 fire suppression system and that the use and maintenance of such items shall not constitute a violation or breach of the preceding sentence of this paragraph. Each Party further agrees to hold the other harmless from and indemnify the other against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release, including all attorney's fees, costs, and penalties incurred as a result thereof except any release caused by the negligence of the indemnified party, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local environmental law, regulation, or rule presently in effect or promulgated in the future, as such laws, regulations, or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death, or disease. City warrants and represents that on the date hereof, City has no actual knowledge of any hazardous substance now or previously being located on the property. For the purposes hereof, the actual knowledge of City is limited to the actual knowledge of Doran Cote, Public Works Director. Notwithstanding any provision set forth herein to the contrary, City's obligation to indemnify Operator shall, in any event, be limited as set forth in Minnesota Statutes Section 466.04.

SECTION FOURTEEN ASSIGNMENT

A. Operator may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed; provided, however, that Operator may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets in the market defined by the Federal Communications Commission in which the Property is located, subject to any financing entity's interest, if any, in this Agreement as set forth in Section Sixteen below. Upon assignment, Operator shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Operator's obligations herein. Landlord may assign this Agreement, which assignment may be evidenced by written notice to Operator within a reasonable period of time thereafter, provided that the assignee assumes all of Landlord's obligations herein, including but not limited to, those set forth in Section Sixteen ("Waiver of Landlord's Lien") above. This Agreement shall run with the Land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Operator may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Operator (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

B. The parties acknowledge that this is a non-exclusive lease, except as set forth in Section One. Nothing in this Lease shall preclude City from leasing other space for communications equipment to any person or entity which may be in competition with Operator, or any other party, subject to the conditions set forth in Section Five of this Agreement.

SECTION FIFTEEN BINDING EFFECT; SUCCESSORS AND ASSIGNS

This Agreement shall run with the Property. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

SECTION SIXTEEN WAIVER OF CITY'S LIEN

Landlord waives any lien rights it may have concerning the Operator's Facilities all of which are deemed Operator's personal property and not fixtures, and Operator has the right to remove the same at any time without City's consent. Operator's exterior Facilities are described on Exhibit "C."

SECTION SEVENTEEN MISCELLANEOUS

A. The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

B. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Agreement must be in writing and executed by both parties.

C. If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

D. City agrees to cooperate with Operator in executing any documents (including a Memorandum of Lease) necessary to protect Operator's rights hereunder or Operator's use of the Premises.

E. This Agreement shall be construed in accordance with the laws of the State of Minnesota.

F. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

G. City and Operator each agree to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other party may reasonably request.

H. City covenants that City is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. City further covenants that there are no liens, judgments or impediments of title on the Property, or affecting City's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Premises by the Operator as set forth above. City covenants that Operator, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written below.

CITY:
CITY OF PLYMOUTH

OPERATOR:
Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

By: _____
Name: Judy Johnson, Mayor
Date: _____

By: _____
Name: Howard H. Bower
Its Midwest Area Vice President – Network
Date: _____

By: _____
Laurie Ahrens, City Manager
Date: _____

(SEAL)

[Acknowledgments on following page]

EXHIBIT A - PROPERTY

Lot 1, Block 2, City of Plymouth Plat No. 2, according to the recorded plat thereof, and situate in Hennepin County, Minnesota.

EXHIBIT B – PREMISES

25' X '45' Exclusive Lease Area south of base of tank

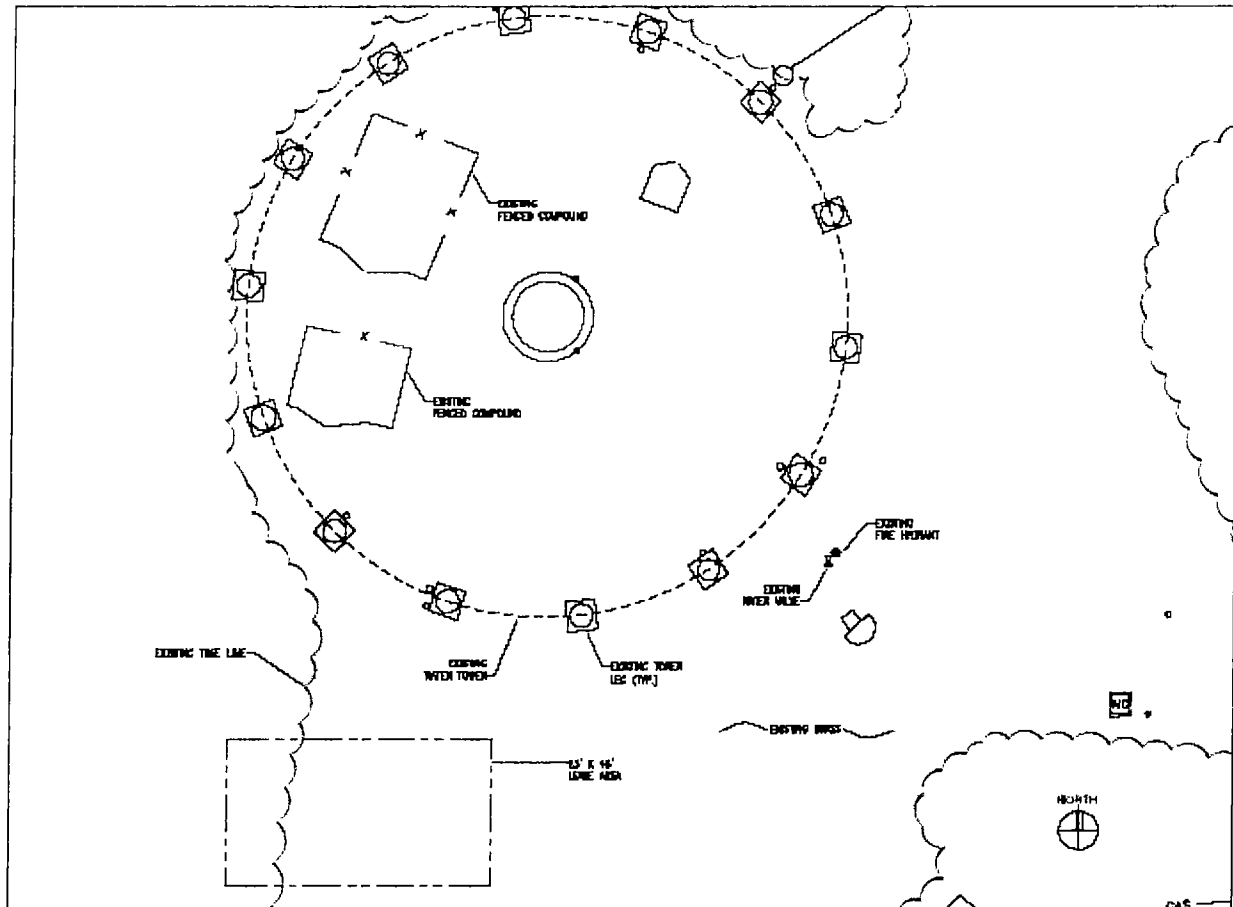


EXHIBIT C - EQUIPMENT AND FACILITIES

Drawings to be approved by City and attached hereto.

EXHIBIT D
CITY POLICY

PLYMOUTH CITY COUNCIL

**Policy Statement Regarding the Use of City Owned Land for
Wireless Telecommunication Antennas and Towers**

Approved , 1996

1. Introduction

The City of Plymouth has received requests from wireless telecommunication providers to place wireless telecommunication antennas and towers on City owned property. The Plymouth City Council has determined that a uniform policy for reviewing and or approving these requests is desirable.

2. Priority of Users

Priority for the use of City owned land for wireless telecommunication antennas and towers will be given to the following entities in descending order:

- A. City of Plymouth
- B. Public safety agencies, including law enforcement, fire, and ambulance services, which are not part of the City of Plymouth and private entities with a public safety agreement with the City of Plymouth.
- C. Other governmental agencies, for uses which are not related to public safety; and,
- D. Entities providing licensed commercial wireless telecommunication services including cellular, personal communication services (PCS), specialized mobilized radio (SMR), enhanced specialized mobilized radio (ESMR), paging and similar services that are marketed to the general public.

3. Minimum Requirements

The placement of wireless telecommunication antennas or towers on City owned property must comply with all zoning ordinances and the following requirements.

- A. The antennas or tower will not interfere with the purpose for which the City owned property is intended;
- B. The applicant is willing to obtain adequate liability insurance and commit to a lease agreement which includes equitable compensation for the use of public land and other necessary provisions and safeguards. The fees shall be established by the City Council after considering comparable rates in other cities, potential expenses, risks to the City, and other appropriate factors;
- C. The applicant will submit a letter of credit, performance bond, or other security acceptable to the City to cover the costs of the antenna or tower's removal;
- D. The antennas or tower will not interfere with other users who have a higher priority as discussed in Section 2. A certificate of "Non Interference" may be required.
- E. Upon reasonable notice, the antennas or tower may be required to be removed at the user's expense.

- F. The applicant must reimburse the City for any costs which the City incurs because of the presence of the applicant's antennas or tower and, the applicant must reimburse the City for any cost that the City incurs for testing and analysis. An example would be structural analysis of the City's buildings, towers or other structures.
- G. The user must obtain all necessary land use approvals.
- H. Depending on the site location the City may require a building to house the applicants equipment, concrete slab, a security fence, and plantings to screen the equipment and to enhance the aesthetics of the area.
- I. The applicant may be required to supply a computer image of proposed location with equipment mounted or installed and will usually be required to camouflage some or all equipment to match existing city property.
- J. Multiple users of a city site will coordinate their efforts to minimize space needs. Subsequent applicants may be required to modify items covered in 3H.
- K. The applicant will be responsible for the security of it's own equipment.

4. **Special Requirements**

The use of certain City owned property, such as water tower sites and parks, for wireless telecommunication antennas or towers brings with it special concerns due to the unique nature of these sites. The placement of wireless telecommunication antennas or towers on these special City owned sites will be allowed only when the following additional requirements are met.

A. **Water Tower or Reservoir Sites** - The City's water towers and reservoirs represent a large public investment in water pressure stabilization and peak capacity reserves. Protection of the quality of the City's water supply is of prime importance to the City. As access to the City's water storage systems increases, so too increases the potential for contamination of the public water supply. For these reasons, the placement of wireless telecommunication antennas or towers on watertower or reservoir sites will be allowed only when the City is fully satisfied that the following requirements are met.

- 1. The applicant's access to the facility will not increase the risks of contamination to the City's water supply;
- 2. There is sufficient room on the structure and/or on the grounds to accommodate the applicant's facility;
- 3. The presence of the facility will not increase the water tower or reservoir maintenance cost to the City; and
- 4. The presence of the facility will not be harmful to the health of workers maintaining the water tower or reservoir.
- 5. Applicants will assume responsibility to temporarily relocate their equipment if necessary when water towers or reservoirs need maintenance work done. An example would be painting.
- 6. The city owned structure must be fully capable of supporting the applicants equipment. A certificate of structural soundness will be required from a structural engineer.

B. **Parks** - The presence of certain wireless telecommunication antennas or towers represents a potential conflict with the purpose of some City owned parks. In no case

shall towers be allowed in designated conservation areas. Wireless telecommunication antennas or towers will be considered only in the following parks after the recommendation of the Parks and Recreation Commission and approval of the City Council.

1. Public parks of a sufficient scale and character that are adjacent to an existing commercial or industrial use;
2. Commercial recreation areas and major playfields, and;
3. Park maintenance facilities.

5. Application Process

All applicants who wish to locate a wireless telecommunication antenna or tower on City owned property must submit to the Director of Public Works a completed application and detailed plan. Also, an application must be submitted to the Community Development Department that complies with the submittal requirements of the Zoning Ordinance along with other pertinent information requested by the City.

6. Termination

The City Council may terminate any lease if it determines that any one of the following conditions exist:

- A. A potential user with a higher priority cannot find another adequate location and the potential use would be incompatible with the existing use;
- B. A user's frequency broadcast unreasonably interferes with other users of a higher priority, regardless of whether or not this interference was adequately predicted in the technical analysis; or,
- C. A user violates any of the standards in this policy or the conditions attached to the City's permission.

Before taking action, the City will provide notice to the user of the intended termination and the reasons for it, and provide an opportunity for the user to address the City Council regarding the proposed action. This procedure need not be followed in emergency situations.

7. Reservation of Right

Notwithstanding the above, the City Council reserves the right to deny, for any reason, the use of any or all City owned property by any one or all applicants.

8. Use of Revenue

All revenue generated through the lease of City owned property for wireless telecommunication towers and antennas shall be made payable to the City of Plymouth and transmitted to the City's Department of Finance.

Revenue shall be credited as follows:

- A. One-half to the Water Operation Fund and one-half to the General Fund when located on water utility property.
- B. All to the General Fund when the wireless telecommunication towers and antennas are located on any other City property.

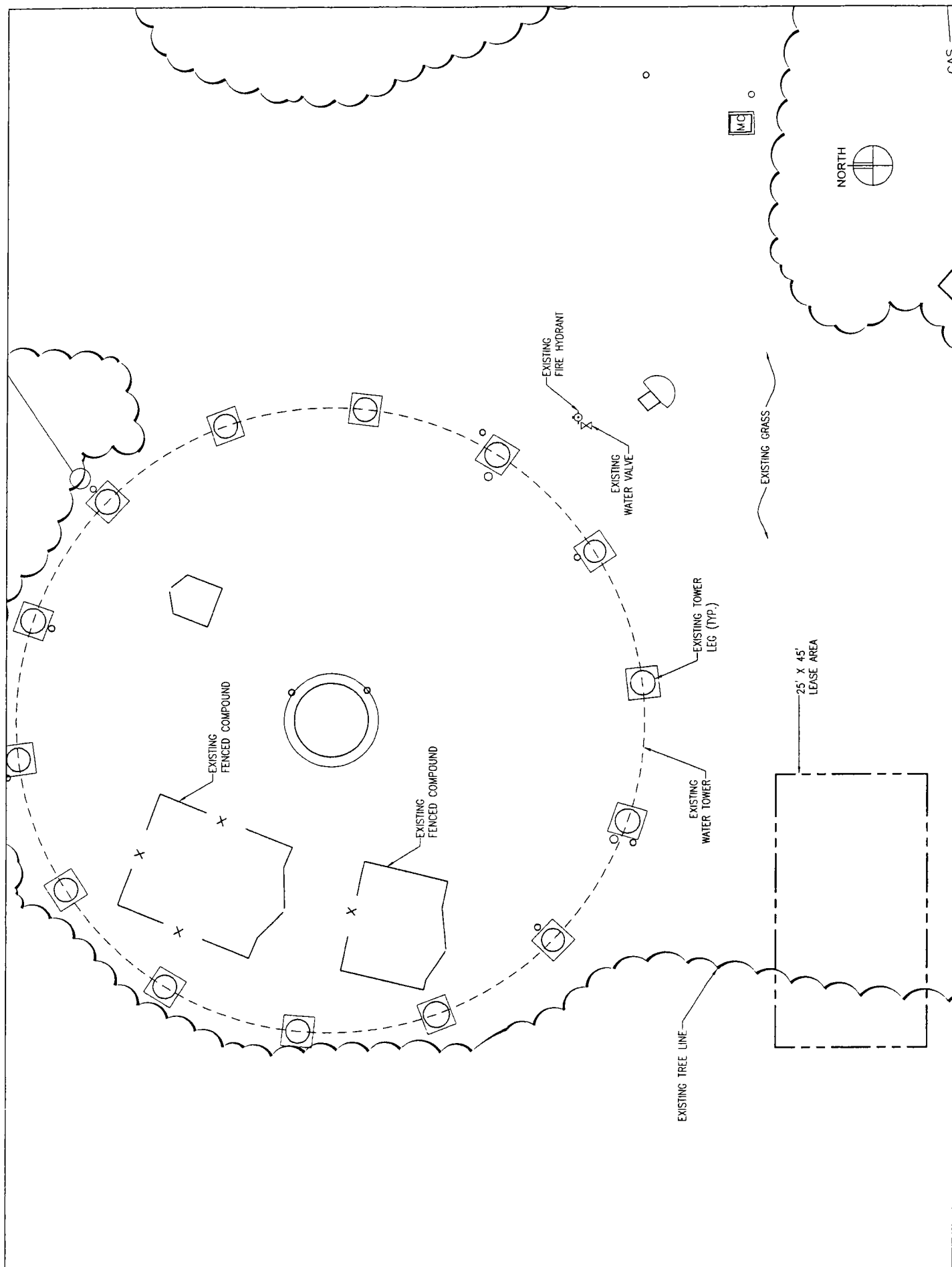


EXHIBIT C-1

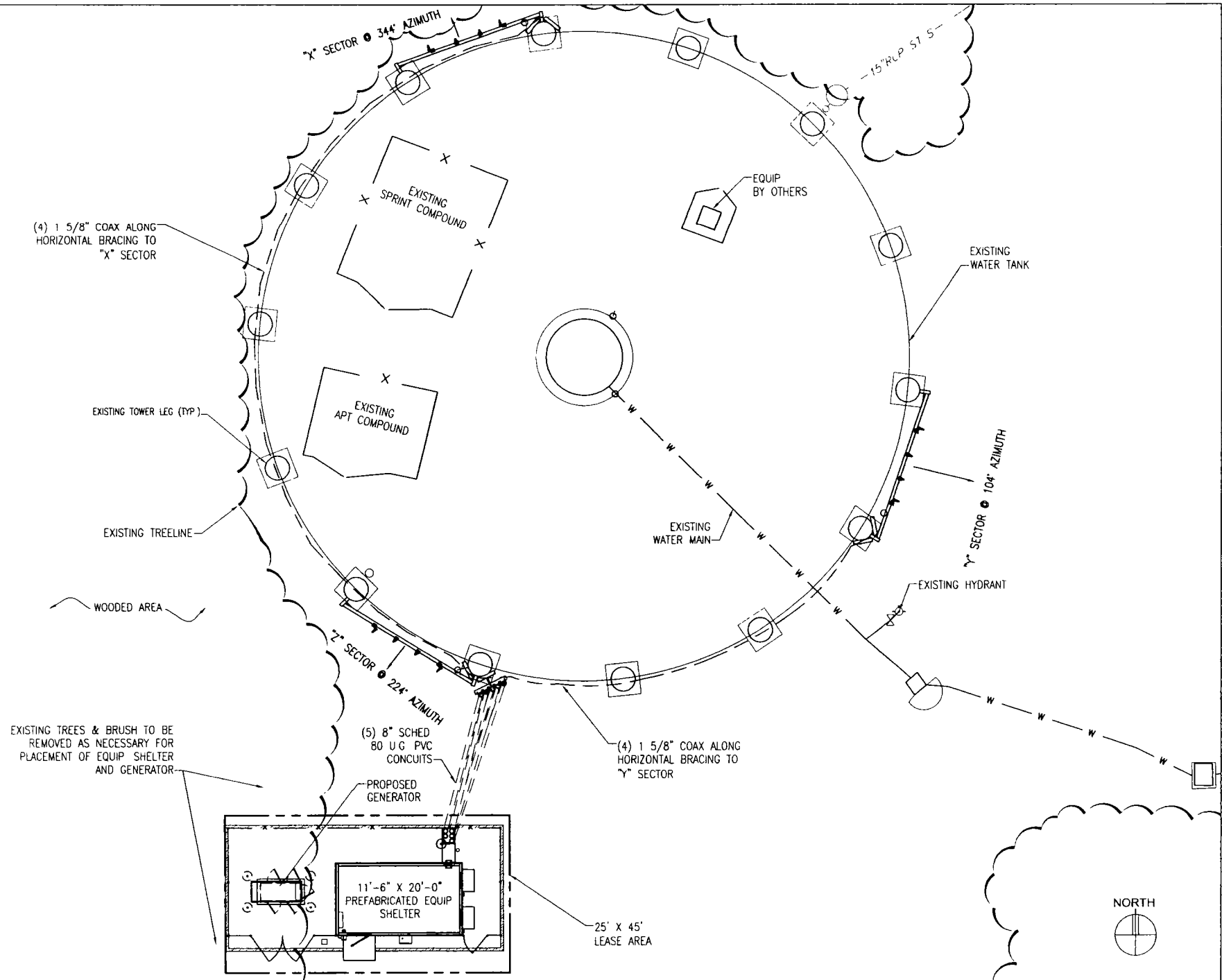


EXHIBIT C-2

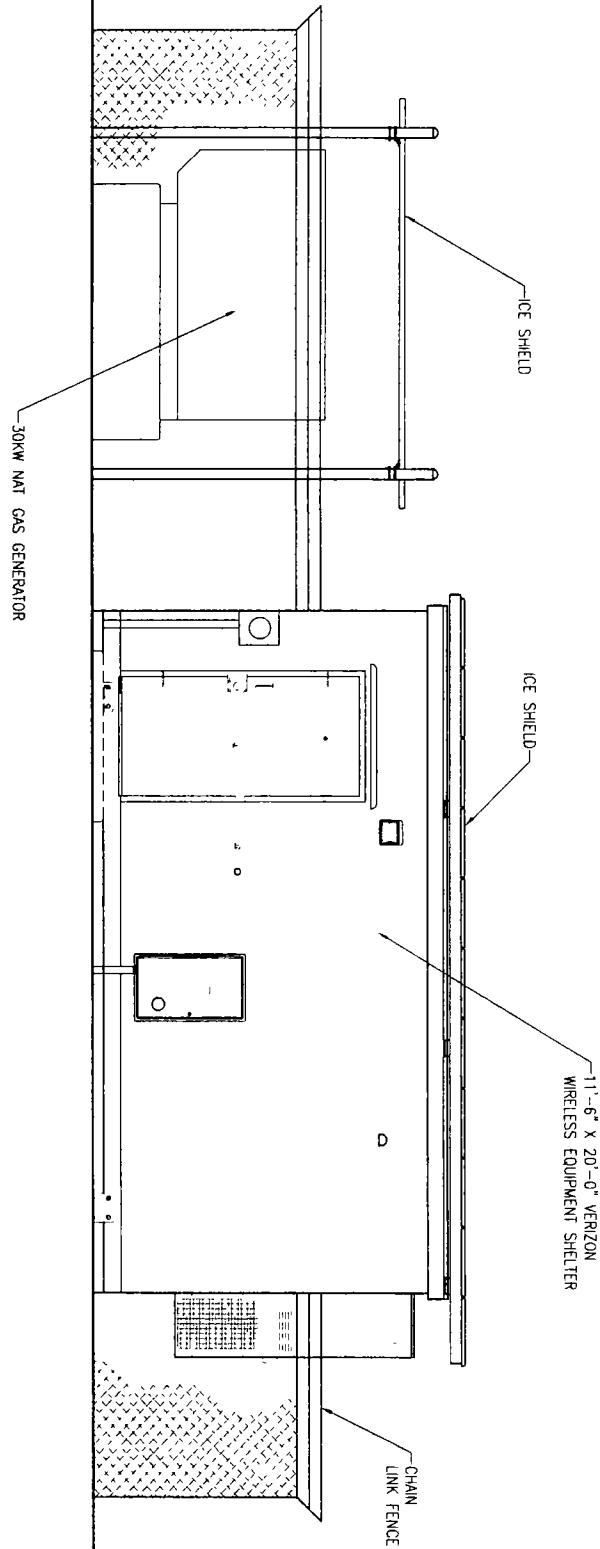
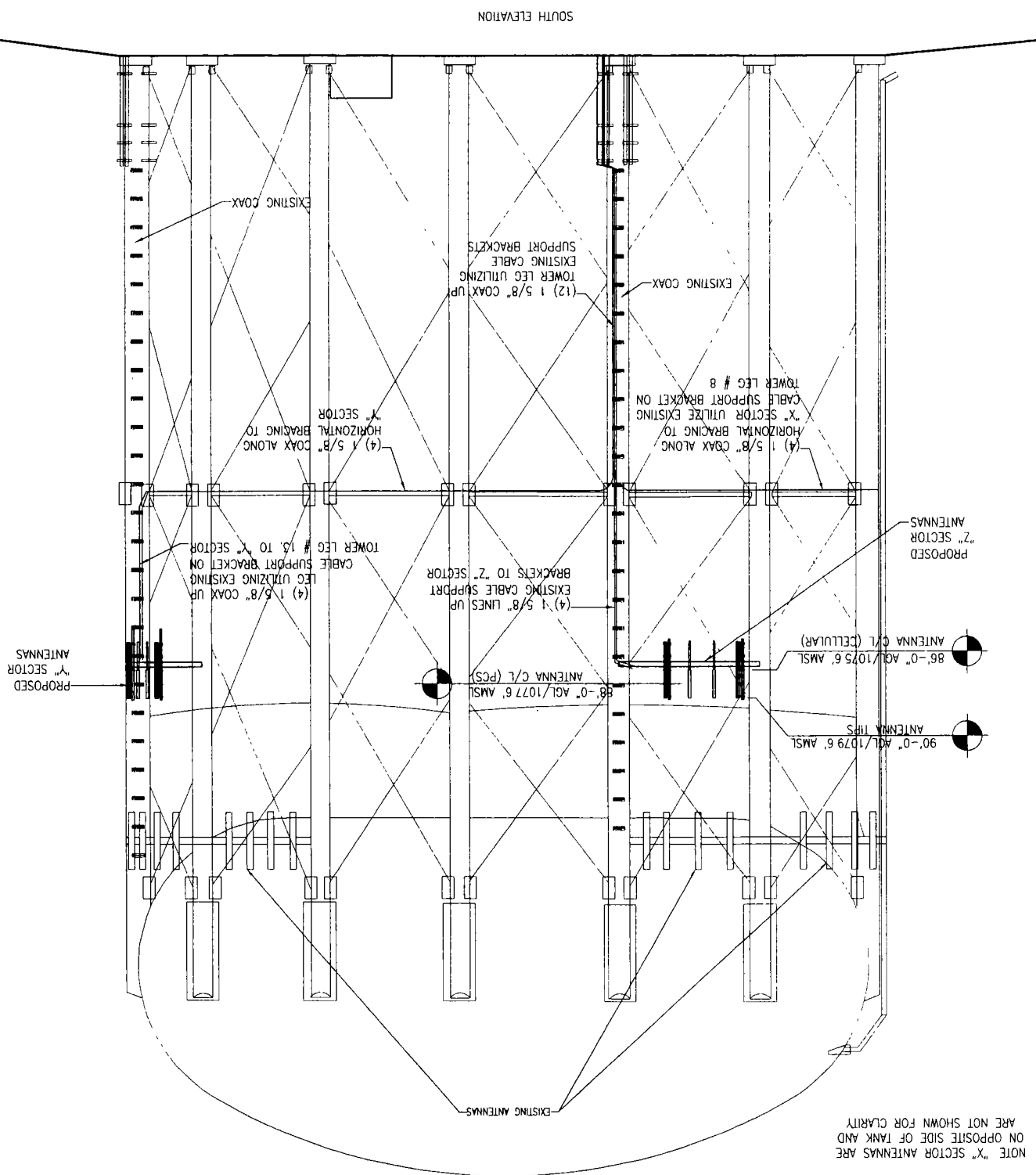


EXHIBIT C-1



CITY OF PLYMOUTH
RESOLUTION NO. 2006 -
APPROVING AGREEMENT
VERIZON WIRELESS
ZACHARY WATER TOWER ANTENNA

WHEREAS, the City Council has previously adopted a policy statement regarding the use of City owned land for wireless telecommunication antennas and towers; and

WHEREAS, the City received an application from Verizon Wireless to locate antennas on the Zachary Water Tower; and

WHEREAS, A structural engineer will be required to approve plans before any work will commence safe guarding any negative impact to existing City property or other users, and

WHEREAS, an agreement has been reviewed and approved by the City Attorney which would allow Verizon Wireless to have the antennas on the Zachary Water Tower.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA: That the Mayor and City Manager are authorized to enter into the agreements with Verizon Wireless to locate personal communication antennas on the Zachary Water Tower.

Adopted by the City Council on June 13, 2006.

AGREEMENT

between

CITY OF PLYMOUTH

and

**VERIZON WIRELESS (VAW) VERIZON WIRELESS
D/B/A VERIZON WIRELESS**

.. (VERIZON WIRELESS SITE NAME: MINC Pilgrim)

Dated: _____, 2006

THIS INSTRUMENT WAS DRAFTED BY:

CAMPBELL KNUTSON

Professional Association

317 Eagandale Office Center

1380 Corporate Center Curve

Eagan, MN 55121

Telephone: (612) 452-5000

RNK:sm

MINC Pilgrim Lease

821794v3

TABLE OF CONTENTS

	Page
SECTION ONE PROPERTY AND PREMISES	1
SECTION TWO USE AND MAINTENANCE.....	2
SECTION THREE TERM	5
SECTION FOUR FEE	6
SECTION FIVE INTERFERENCE.....	6
SECTION SIX IMPROVEMENTS; UTILITIES; ACCESS.....	8
SECTION SEVEN TERMINATION.....	9
SECTION EIGHT TAXES.....	11
SECTION NINE INSURANCE.....	12
SECTION TEN DESTRUCTION OF PREMISES	13
SECTION ELEVEN CONDEMNATION.....	13
SECTION TWELVE NOTICES.....	14
SECTION THIRTEEN INDEMNITY	14
SECTION FOURTEEN ASSIGNMENT.....	16
SECTION FIFTEEN BINDING EFFECT; SUCCESSORS AND ASSIGNS.....	17
SECTION SIXTEEN WAIVER OF CITY'S LIEN	17
SECTION SEVENTEEN MISCELLANEOUS	17
EXHIBIT "A" PROPERTY	
EXHIBIT "B" PREMISES	
EXHIBIT "C" EQUIPMENT AND FACILITIES	
EXHIBIT "D" CITY POLICY	

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this _____, 200____, between the CITY OF PLYMOUTH, a Minnesota municipal corporation, with offices at 3400 Plymouth Boulevard, Plymouth, Minnesota 55447-1482 ("City"), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless with offices at 180 Washington Valley Road, Bedminster, New Jersey, 07921 ("Operator").

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree as follows:

SECTION ONE PROPERTY AND PREMISES

Subject to the following terms and conditions, City hereby grants to Operator the non-exclusive right to utilize, for the purposes outlined herein, a portion of the real property at 4425 Zachary Lane N., Plymouth, Minnesota (the "Property") described in Exhibit "A" attached hereto, and Operator shall have the exclusive use of that portion of the Property designated as "exclusive" on Exhibit "B" attached hereto. Operator's exclusive use of the Property shall be limited to that portion of the Property which is shown on Exhibit "B" and the specific areas where Operator's antennas, panels, waveguide, structures and other external equipment are located as described in detail on Exhibit "C" attached hereto, together with non-exclusive easements for access and utilities (collectively the "Premises"). The primary purposes of the City's ownership of the Property (the "Primary Purposes") is to: (a) operate and maintain a municipal water tower (the "Tower") so as to provide water service to residents of Plymouth; (b) provide a well for water supply; and/or (c) provide a maintenance facility for City use.

SECTION TWO USE AND MAINTENANCE

A. The Premises shall be used by Operator solely for the purpose of constructing, maintaining, and operating a communications facility thereon and uses incidental thereto which are not inconsistent with the City's use of the Property. Operator shall have the right to place on the Premises, at its own cost and expense, certain equipment. The equipment and structure to be located upon the Premises shall blend in with its surroundings and is described in detail on Exhibit "C" attached hereto. The design, screening, and aesthetics of the antennas, panels, waveguide, structures and other external equipment ("Antenna Facilities") is described in detail on Exhibit "C" attached hereto. Operator, upon notice to City, may replace the aforementioned equipment with smaller or similar sized equipment provided said replacement does not increase the tower loading of the water tower. Any other proposed alterations or modifications to the exterior of the structure or external equipment shall be approved by City before such alterations or modifications are undertaken, and which approval shall not be unreasonably withheld, conditioned or delayed.

B. Pursuant to Operator's regulatory communication licenses and subject to the terms of this Agreement, Operator may have use of the Premises for the transmission and reception of communication signals in the frequencies permitted by the Federal Communication Commission for communications , and for the construction and maintenance of related facilities. The use of the Premises by Operator under this Agreement shall at all times be in accordance with the Policy Statement Regarding the Use of City Owned Land for Wireless Telecommunications Antennas and Towers attached hereto as Exhibit "D." If there is a conflict between the terms of the Policy Statement and the terms herein, the terms herein shall control. Subject to the terms herein, City agrees to cooperate with Operator in obtaining, at Operator's

expense, all licenses and permits required for Operator's use of the Premises (the "Governmental Approvals"). In addition, as long as the foregoing activities do not materially interfere with the City's use of the Property, City agrees to allow Operator to perform, at its own expense, surveys, soil testing and other engineering procedures on, under, and over the Property necessary to determine that Operator's use of the Premises will be compatible with Operator's engineering specifications, system design and Governmental Approvals.

C. Operator agrees to pay for the cost of utility service including emergency power, if any. Operator shall provide separate meters for all utilities.

D. Operator shall be allowed reasonable unrestricted access to its building and equipment located outside of the water tower twenty-four (24) hours a day, 365 days a year for the purposes of above stated use of the Premises. If City maintenance employees are called in after regular working hours for access to the interior of the water tower, the Operator shall reimburse the City for costs incurred.

E. Operator shall not utilize the Premises to transmit at any unauthorized frequencies.

F. Maintenance.

1. Operator shall, at its own expense, maintain any of Operator's equipment on or attached to the property in a safe condition, in good repair, and in a manner reasonably suitable to City so as not to conflict with the use or other leases of the property by City. Subject to the specific and controlling interference provisions in Section 5, Operator shall not unreasonably interfere with the working use of the property, related facilities, or other equipment of additional lessees.

2. Operator shall have sole responsibility for the maintenance, repair, and security of the Premises and shall keep the same in good repair and condition during the Lease term.

3. Operator must keep the Premises free of debris and anything of a dangerous, noxious or offensive nature, or which would create a hazard, undue vibration, heat, noise, interference, etc.

4. In the event the City repaints, repairs, or maintains its water tower ("Tower"), City shall give Operator thirty (30) days' written notice of the scheduled date of the project, and it shall be the responsibility of the Operator to provide adequate measures to cover Operator's equipment, personal property, or Antenna Facilities and protect such from paint and debris fallout or damage which may occur during the paint restoration, repair, or maintenance process.

5. Any additional expense of repainting, repairing, or maintaining City's property caused by Operator's Antenna Facilities, shall be paid promptly by Operator to City upon City's notice to Operator of such additional cost.

6. Subject to Paragraph 4 above, Operator shall remove its Antenna Facilities at Operator's cost, upon reasonable notice to allow maintenance, repair, repainting, restoration, or other activity as required by City. There may be scheduled interruptions in use of the Antenna Facilities. Except in the case of an emergency, the City shall give Operator thirty (30) days' notice of repair, repainting, or restoration. In case of an emergency, City may order Operator to cease operation of its Antenna Facilities, but shall notify Operator by telephone within a reasonable time. An "emergency" shall be deemed to exist only in those situations which constitute an immediate threat to the health or

safety of the public or immediate danger to the property. In the event the use of Operator's Antenna Facilities is interrupted, Operator shall have the right to maintain mobile communications sites on wheels on the Property or, after approved by City, on any land owned or controlled by City in the immediate area of the Property.

G. Compliance with Statutes, Regulations, and Approvals. It is understood that Operator's use of the property herein is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state, or local authority (including engineering study, radio frequency interference study, etc.). Operator's Antenna Facilities and any other facilities shall be erected, maintained, and operated in accordance with site standards, state statutes, rules, and regulations now in effect or that thereafter may be issued by the FCC and related governing bodies.

SECTION THREE TERM

The term of this Agreement shall be five (5) years ("Initial Term"), commencing April 1, 2007, or upon first day of the month following commencement of construction of Operator's facility, which ever first occurs (the "Commencement Date") and terminating at midnight on the last day of the month in which the fifth anniversary of the Commencement Date shall have occurred. Operator shall have the right to extend this Agreement for three (3) additional five-year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth herein. This Agreement shall automatically be renewed for a Renewal Term unless Operator shall notify City of Operator's intention not to renew this Agreement at least thirty (30) days prior to the expiration of the term or any Renewal Term. Prior to the expiration of the third Renewal Term, City and Operator may negotiate the extension of this Agreement for an additional five (5) year term on terms acceptable to City and Operator.

SECTION FOUR FEE

A. On or before the Commencement Date, Operator shall pay City, as a fee for the first year of the Initial Term, an annual fee of Seventeen Thousand Five Hundred and no/100 Dollars (\$17,500.00) and thereafter for the duration of this Agreement the annual fee shall increase by three percent (3%) each year, and shall be payable on or before the anniversary of the Commencement Date at City's address specified in Section Twelve below.

SECTION FIVE INTERFERENCE

Operator's installation, operation, and maintenance of its transmission facilities shall not damage or interfere in any way with City's Tower's operations or related repair and maintenance activities. Operator agrees to cease all such actions, which materially interfere with City's use of the Tower for its Primary Purposes immediately upon actual notice of such interference; provided, however, in such case, Operator shall have the right to terminate this Lease. City, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the property in connection with Tower operations as may be necessary. The City agrees to give reasonable advance notice of any such activities to the Operator and to reasonably cooperate with Operator to carry out such activities with a minimum amount of interference with Operator's transmission operations.

Before placement of Antenna Facilities, Operator shall provide City with an interference study acceptable to City, indicating that Operator's intended use will not interfere with any existing communications facilities on the Tower. Operator shall have a structural engineering study completed, indicating whether the Tower is able to structurally support Operator's additional Antenna Facilities without prejudice to the City's primary use of the Tower as a water storage, public works, and public safety communications facility.

City in no way guarantees to Operator subsequent noninterference with Operator's transmission operations, provided, however, that in the event any other party, except a governmental unit, office, or agency for the non-competitive use of antennas that are located more than fifteen (15) feet from Operator's antennas, requests permission to place any type of additional antenna or transmission facility on the property, the procedures of this Section Five shall govern City's responsibilities, if any, in regard to whether such antenna or transmission facility will interfere with Operator's transmission operations. An emergency, city, public works, or public safety governmental unit may be allowed to place antenna or other communications facilities on the Tower for non-competitive uses regardless of potential or actual interference with Operator's use, provided, however, that the antennas are located more than fifteen (15) feet from Operator's antennas. If Operator's use of the property is materially affected by emergency, city, public works, or public safety governmental unit antennas for non-competitive purposes located more than fifteen (15) feet from Operator's antennas, Operator may terminate this Lease without penalty.

If City receives any such request from an entity requesting to use the property for communications purposes ("Requester"), City shall submit the Requester's proposal, complete with all technical specifications reasonably requested by Operator, to Operator for review for noninterference. Operator shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by Operator to the installation of antennas or transmission facilities pursuant to said proposal. If Operator gives notice of objection due to interference during such thirty-(30) day period and Operator's objections are verified by City to be valid, then City shall not proceed with such proposal. The Requester shall be responsible for the expenses incurred in any

independent validation of Operator's interference objections; provided, however, should the independent analysis conclude that Operator's interference objections are invalid, Operator shall be responsible for any independent validation fees. An emergency, city, public works, or public safety governmental unit may be allowed to place antenna or other communications facilities on the Tower for non-competitive uses regardless of potential or actual interference with Operator's use, provided, however, that the antennas are located more than fifteen (15) feet from Operator's antennas and provided, however, if Operator's use of the property is materially affected, Operator may terminate this Lease without penalty, and provided further, that if a Requester is granted approval to use the property for communications purposes and thereafter Operator's use of the property is materially affected, Operator shall have the right to terminate this Lease without penalty and shall have the right to seek relief against such Requester, including damages and/or injunctive or other equitable relief, provided that there shall be no liability to City.

Operator's use and operation of its facilities shall not interfere with the use and operation of other communications facilities on the Tower, which pre-existed Operator's facilities. If Operator's facilities cause impermissible interference, Operator shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Operator shall immediately cease operating its facilities until the interference has been eliminated. If the interference cannot be eliminated within ninety (90) days, Operator may terminate this Agreement.

SECTION SIX IMPROVEMENTS; UTILITIES; ACCESS

A. Operator shall have the right, at Operator's expense, to erect and maintain on the Premises the equipment listed on Exhibit "C" of this Agreement.

B. Operator shall have the right to install utilities, at Operator's expense, including, but not limited to the installation of emergency power generators. Operator shall have the right to permanently place utilities on the Premises in order to service the Premises and the facilities described in this Agreement. Upon Operator's written request, City shall execute a permit in favor of Operator evidencing Operator's right to construct a utility.

C. City represents and warrants to Operator that Operator shall enjoy vehicular and pedestrian ingress, egress, and access from a public road to the Property adequate to service the Premises and the equipment described on Exhibit "C" at all times during this Agreement at no additional charge to Operator, except as provided in Section Two, Subparagraph D. Operator shall be allowed to access the water tower for maintenance and repairs of the equipment described on Exhibit "C" upon twenty four (24) hours notice to City. In the event of an emergency, Operator shall not be required to give notice to City, but, in such event, Operator shall make reasonable efforts to notify City of Operator's intent to access the water tower. Operator shall conduct all repair, replacement and maintenance operations in accordance with applicable OSHA regulations or other occupational and safety regulations pertaining to such operations.

SECTION SEVEN TERMINATION

A. Except as otherwise provided herein, this Agreement may be terminated, without any penalty or further liability, as follows: (1) by either party upon a material default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties at law, in equity, or pursuant to any other provisions hereof), unless such default may not be reasonably cured within a 60-day period, in which case, this Lease may not be terminated if

the defaulting party commences action to cure the default within such 60-day period, proceeds with due diligence to fully cure the default, and thereafter cures the default; (2) by Operator, immediately upon notice to City, if it is unable to obtain or maintain any license, permit, or other governmental agency approval necessary to the construction and/or operation of the equipment described in Section 2, Subparagraph A or Operator's business; (3) on thirty (30) days' written notice by Operator if the Premises are or become unacceptable under the Operator's design or engineering specifications for the communications system network to which the facilities belong; or (4) by City on thirty (30) days' written notice to Operator if it determines based on a recommendation of a structural engineer registered in the State of Minnesota that the Tower is structurally unsound, including, but not limited to, consideration of age of the structure, damage or destruction of all or part of the property or Tower from any source; or (5) by Operator, if Operator has had to cease operation of its Antenna Facilities pursuant to Section 2(F)(6) above due to the City's determination that continued use of the property by Operator is in fact an immediate threat to health or safety; or (6) by City, on twelve (12) months' written notice, if City elects to remove the existing water tower from the property and subject to Operator's right to use a portion of the Property, or adjacent park property, for up to twelve (12) additional months following the termination date pursuant to this subsection (6), at the then applicable prorated annual fee, for the installation of the following equipment: (i) a truck with a generator containing a communications facility, including cellular radio transmission antennae and equipment, and (ii) any other equipment necessary for the operation of a temporary communications facility.

B. If this Agreement is terminated, fee shall be prorated as of the date of termination, and, in the event of termination for any reason other than nonpayment of fee, all prepaid fees shall be refunded to Operator within ninety (90) days of said termination.

C. Upon termination, Operator shall promptly remove the equipment described in Section 2A and restore land and property to its original condition, excluding ordinary wear and tear. Operator shall submit a letter of credit or performance bond (in a form acceptable to Operator's surety) or other form of security, which alternate form of security must be acceptable to the City, to cover the costs of removal.

SECTION EIGHT TAXES

Operator shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the equipment described in Section 2, Subparagraph A. City shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. Notwithstanding the foregoing, Operator shall pay, as additional fee, any increase in real property taxes levied against the Premises for the period from the Commencement Date through to termination of this Agreement which is directly attributable to Operator's use of the Premises, and City agrees to furnish proof of such increase to Operator. If there is more than one operator using the Property, Operator shall pay its proportionate share of such increase. Operator's proportionate share of the real estate taxes shall be the percentage determined by dividing the amount of Operator's exclusive space on the Property by the total amount of exclusive space leased to or used by all users of the Property.

City shall provide to Operator a copy of any notice, assessment or billing relating to real estate taxes for which Operator is responsible under this Agreement within ten (10) days of receipt of the same by City. Operator shall have no obligation to make payment of any real

estate taxes until Operator has received the notice, assessment or billing relating to such payment as set forth in the preceding sentence. In the event City fails to provide to Operator a copy of any real estate tax notice, assessment or billing within the ten (10) day period set forth herein, Operator shall be relieved of any obligation or responsibility to make payment of real estate taxes referred to in the notice, assessment or billing which was not timely delivered by City to Operator.

Operator shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which Operator is wholly or partly responsible for payment under this Agreement. City shall reasonably cooperate with Operator in filing, prosecuting and perfecting any appeal or challenge to real estate taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar document.

SECTION NINE INSURANCE

A. Operator shall maintain commercial general liability insurance insuring Operator against liability for personal injury, death or damage to personal property arising out of use of the Premises by Operator with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00). Operator shall also maintain fire and extended coverage insurance insuring Operator's personal property for its full insurable value (subject to reasonable deductibles). City shall maintain general liability insurance insuring City against liability for personal injury, death or damage to personal property arising out of its ownership, use and management of the Premises by City, or its agents, with combined single limits of not less than Six Hundred Thousand Dollars (\$600,000.00). City shall maintain property and casualty insurance on all improvements to the Property, including the water tower structure.

Notwithstanding anything in this Agreement to the contrary, each party releases the other party from all liability, whether for negligence or otherwise, in connection with a loss covered by any policies which the releasing party carries with respect to the Premises, but only to the extent that such loss is collected under such insurance policy(s). Any policy required to be obtained pursuant to this Section 9 shall contain a Waiver of Subrogation in favor of the other party hereto.

B. Operator shall provide City with proof of workers' compensation insurance covering all of Operator's employees and agents who access the Premises.

SECTION TEN DESTRUCTION OF PREMISES

If the Premises or the Operator's facilities located thereon are destroyed or damaged so as, in Operator's judgment to hinder the effective use of the Premises as a communications facility, Operator may elect to terminate this Agreement as of the date of the damage or destruction by so notifying the City not more than forty-five (45) days following the date of damage. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and Operator shall be entitled to the reimbursement of any sums prepaid by Operator.

SECTION ELEVEN CONDEMNATION

If a condemning authority takes all of the Property, or a portion sufficient, in Operator's determination, to render the Premises unsuitable for the use which Operator was then making of the Premises, Operator may terminate this Agreement as of the date the title vests in the condemning authority. The parties shall be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Premises. Sale of all or part of the

Premises to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation.

SECTION TWELVE NOTICES

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to City:	Director of Public Works City of Plymouth 3400 Plymouth Boulevard Plymouth, MN 55447-1482
If to Operator:	Verizon Wireless (VAW) LLC d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

SECTION THIRTEEN INDEMNITY

A. City and Operator each indemnify the other against, and hold the other harmless from, any and all costs (including reasonable attorney's fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of (a) the breach of this Agreement by the indemnifying party; and (b) the use and/or occupancy of the Property, or the Premises, by such indemnifying party. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from any negligent or intentional misconduct of the indemnified party and shall survive the termination of this Agreement. Notwithstanding any provision set forth herein to the contrary, City's obligation to indemnify Operator shall, in any event, be limited as set forth in Minnesota Statutes Section 466.04.

B. Hazardous Substance Indemnifications. Each Party represents and warrants that its use of the Property will not generate, and it will not store or dispose on the Property nor transport to or over the Property any hazardous substance in violation of any law or regulation. City and Operator acknowledge that Operator shall be utilizing and maintaining on the Property sealed batteries, propane/diesel/gasoline, HVAC system, and a halon/FM200 fire suppression system and that the use and maintenance of such items shall not constitute a violation or breach of the preceding sentence of this paragraph. Each Party further agrees to hold the other harmless from and indemnify the other against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release, including all attorney's fees, costs, and penalties incurred as a result thereof except any release caused by the negligence of the indemnified party, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local environmental law, regulation, or rule presently in effect or promulgated in the future, as such laws, regulations, or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death, or disease. City warrants and represents that on the date hereof, City has no actual knowledge of any hazardous substance now or previously being located on the property. For the purposes hereof, the actual knowledge of City is limited to the actual knowledge of Doran Cote, Public Works Director. Notwithstanding any provision set forth herein to the contrary, City's obligation to indemnify Operator shall, in any event, be limited as set forth in Minnesota Statutes Section 466.04.

SECTION FOURTEEN ASSIGNMENT

A. Operator may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed; provided, however, that Operator may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets in the market defined by the Federal Communications Commission in which the Property is located, subject to any financing entity's interest, if any, in this Agreement as set forth in Section Sixteen below. Upon assignment, Operator shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Operator's obligations herein. Landlord may assign this Agreement, which assignment may be evidenced by written notice to Operator within a reasonable period of time thereafter, provided that the assignee assumes all of Landlord's obligations herein, including but not limited to, those set forth in Section Sixteen ("Waiver of Landlord's Lien") above. This Agreement shall run with the Land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Operator may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Operator (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

B. The parties acknowledge that this is a non-exclusive lease, except as set forth in Section One. Nothing in this Lease shall preclude City from leasing other space for communications equipment to any person or entity which may be in competition with Operator, or any other party, subject to the conditions set forth in Section Five of this Agreement.

SECTION FIFTEEN BINDING EFFECT; SUCCESSORS AND ASSIGNS

This Agreement shall run with the Property. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

SECTION SIXTEEN WAIVER OF CITY'S LIEN

Landlord waives any lien rights it may have concerning the Operator's Facilities all of which are deemed Operator's personal property and not fixtures, and Operator has the right to remove the same at any time without City's consent. Operator's exterior Facilities are described on Exhibit "C."

SECTION SEVENTEEN MISCELLANEOUS

A. The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

B. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Agreement must be in writing and executed by both parties.

C. If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

D. City agrees to cooperate with Operator in executing any documents (including a Memorandum of Lease) necessary to protect Operator's rights hereunder or Operator's use of the Premises.

E. This Agreement shall be construed in accordance with the laws of the State of Minnesota.

F. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

G. City and Operator each agree to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other party may reasonably request.

H. City covenants that City is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. City further covenants that there are no liens, judgments or impediments of title on the Property, or affecting City's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Premises by the Operator as set forth above. City covenants that Operator, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written below.

CITY:
CITY OF PLYMOUTH

By: Judy Johnson
Name: Judy Johnson, Mayor
Date: 6-19-06

By: Laurie Ahrens
Laurie Ahrens, City Manager
Date: 6-19-06

(SEAL)

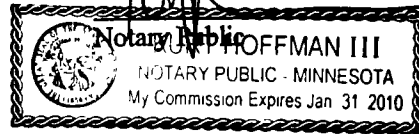
OPERATOR:
Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

By: Beth Ann Drohan
Name: Beth Ann Drohan
Its Midwest Area Vice President – Network
Date: 10/3/07

[Acknowledgments on following page]

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

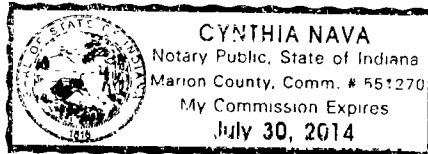
The foregoing instrument was acknowledged before me this 19th day of June, 2006, by Judy Johnson and Laurie Ahrens, the Mayor and City Manager, of the CITY OF PLYMOUTH, a municipal corporation under the laws of Minnesota on behalf of the corporation.



STATE OF INDIANA)
) SS.
COUNTY OF HAMILTON)

On this 3rd day of Oct., 2007, before me, the undersigned, a Notary Public in and for the State of Indiana, duly commissioned and sworn, personally appeared Howard H. Bower, to me known to be an authorized representative of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, the company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]
Print or Type Name: _____
Notary Public in and for the State of Indiana
My appointment expires: _____

ATTACHED EXHIBITS:

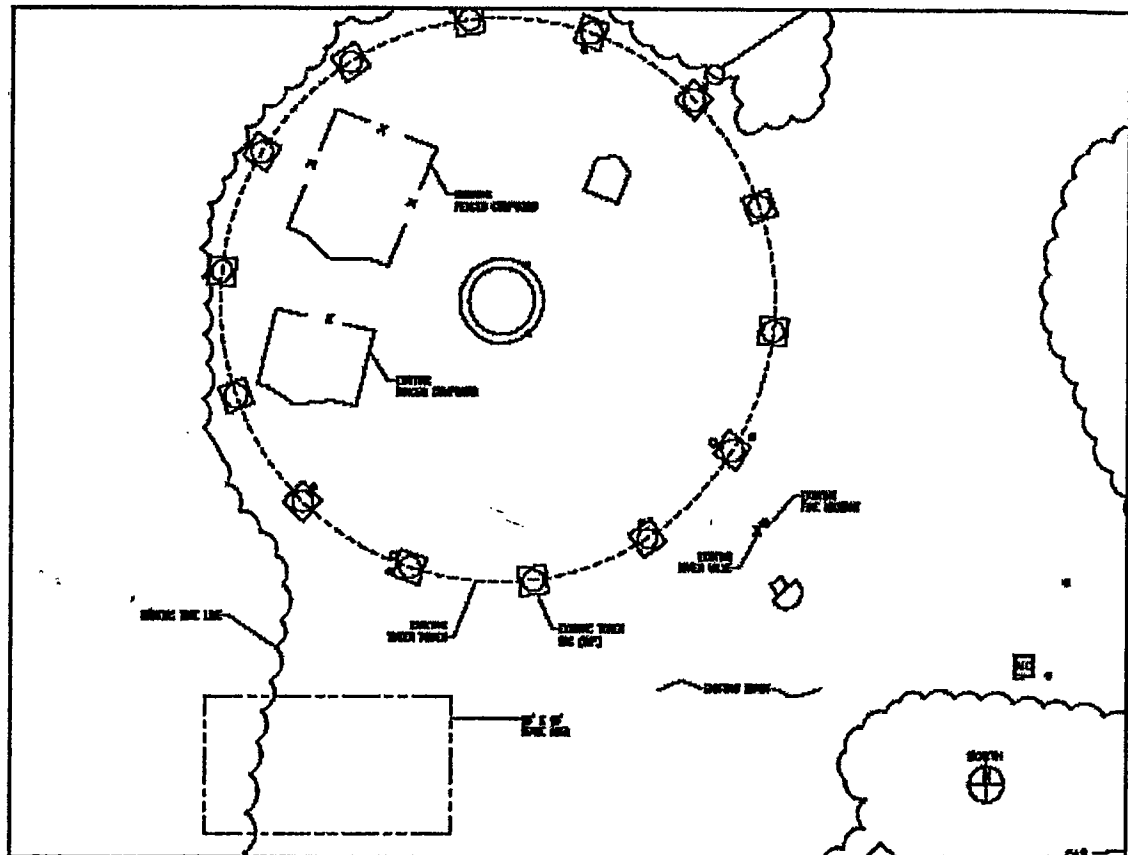
EX "A" PROPERTY
"B" PREMISES
"C" EQUIPMENT AND FACILITIES
"D" CITY POLICY

EXHIBIT A - PROPERTY

Lot 1, Block 2, City of Plymouth Plat No. 2, according to the recorded plat thereof, and situate in Hennepin County, Minnesota.

EXHIBIT B – PREMISES

25' X '45' Exclusive Lease Area south of base of tank



MINC Pilgrim Lease

821794v3

EXHIBIT C - EQUIPMENT AND FACILITIES

See Attached Drawings.

EXHIBIT C-1

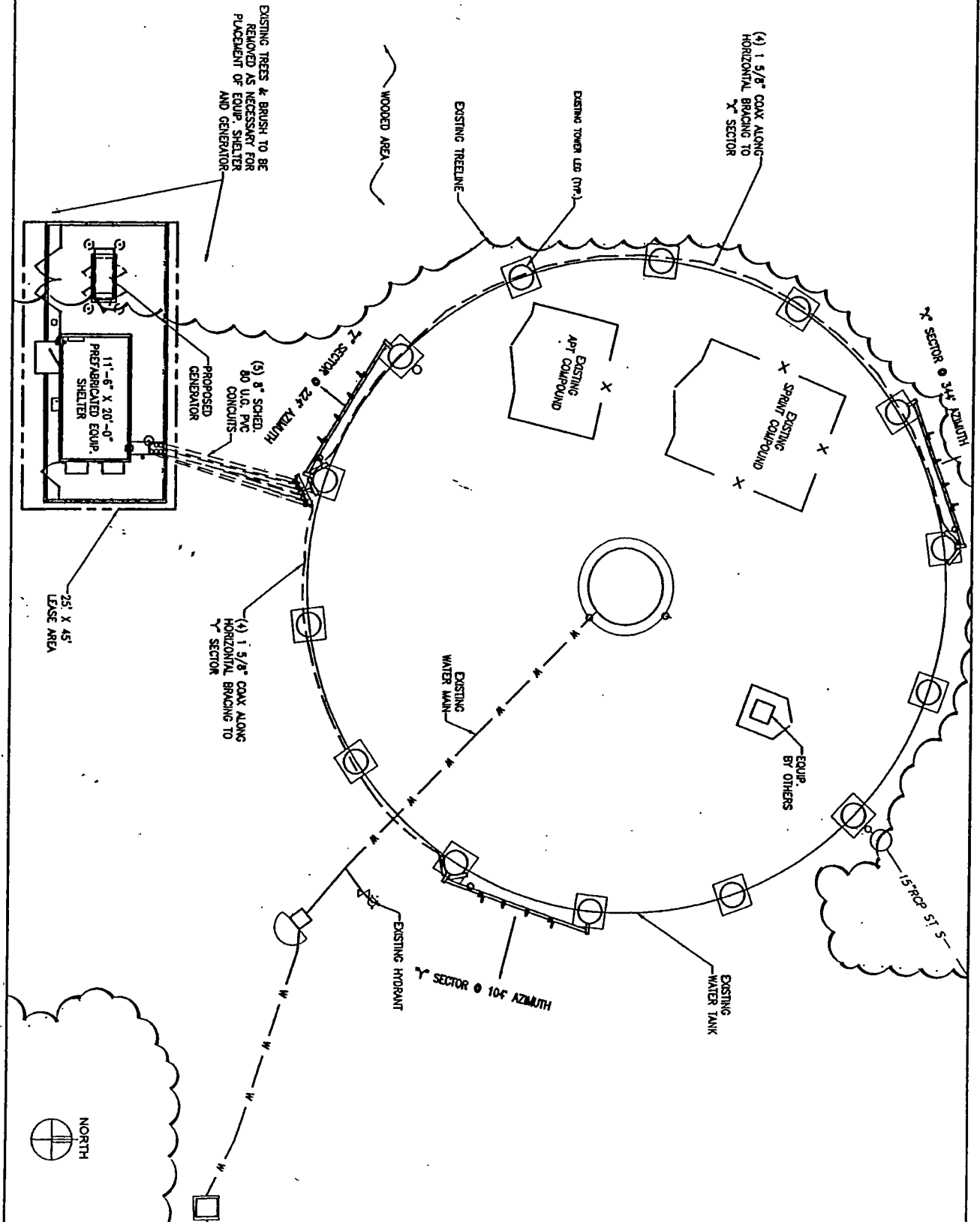


EXHIBIT C-2

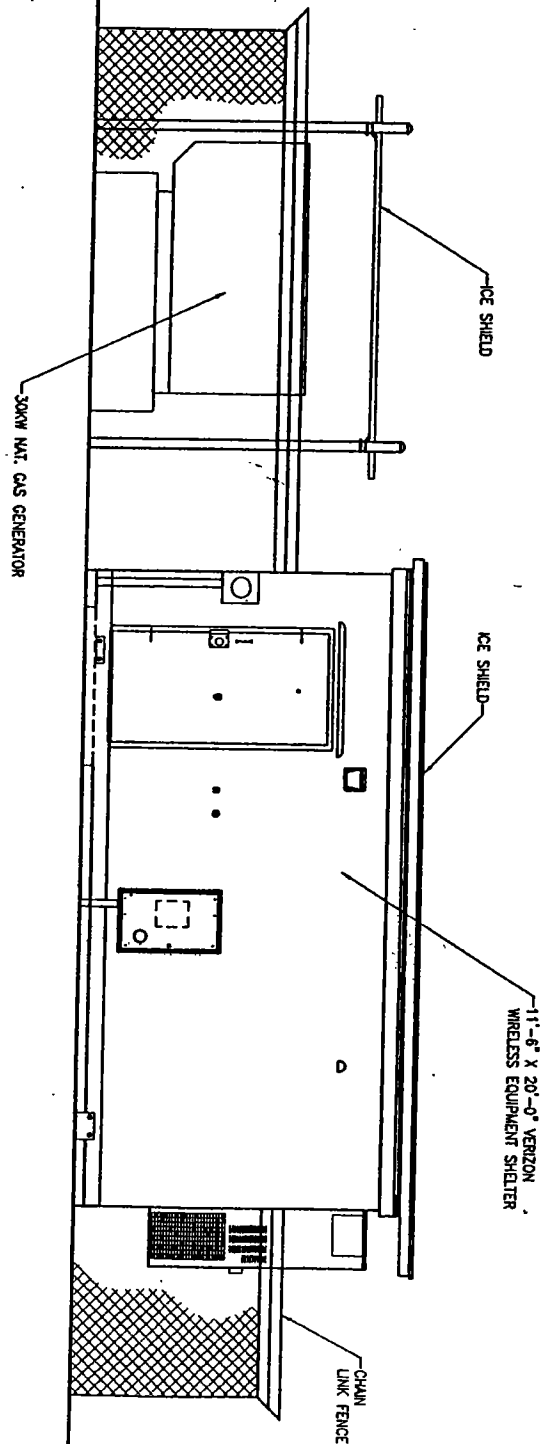


EXHIBIT C-3

NOTE: "X" SECTOR ANTENNAS ARE ON OPPOSITE SIDE OF TANK AND ARE NOT SHOWN FOR CLARITY

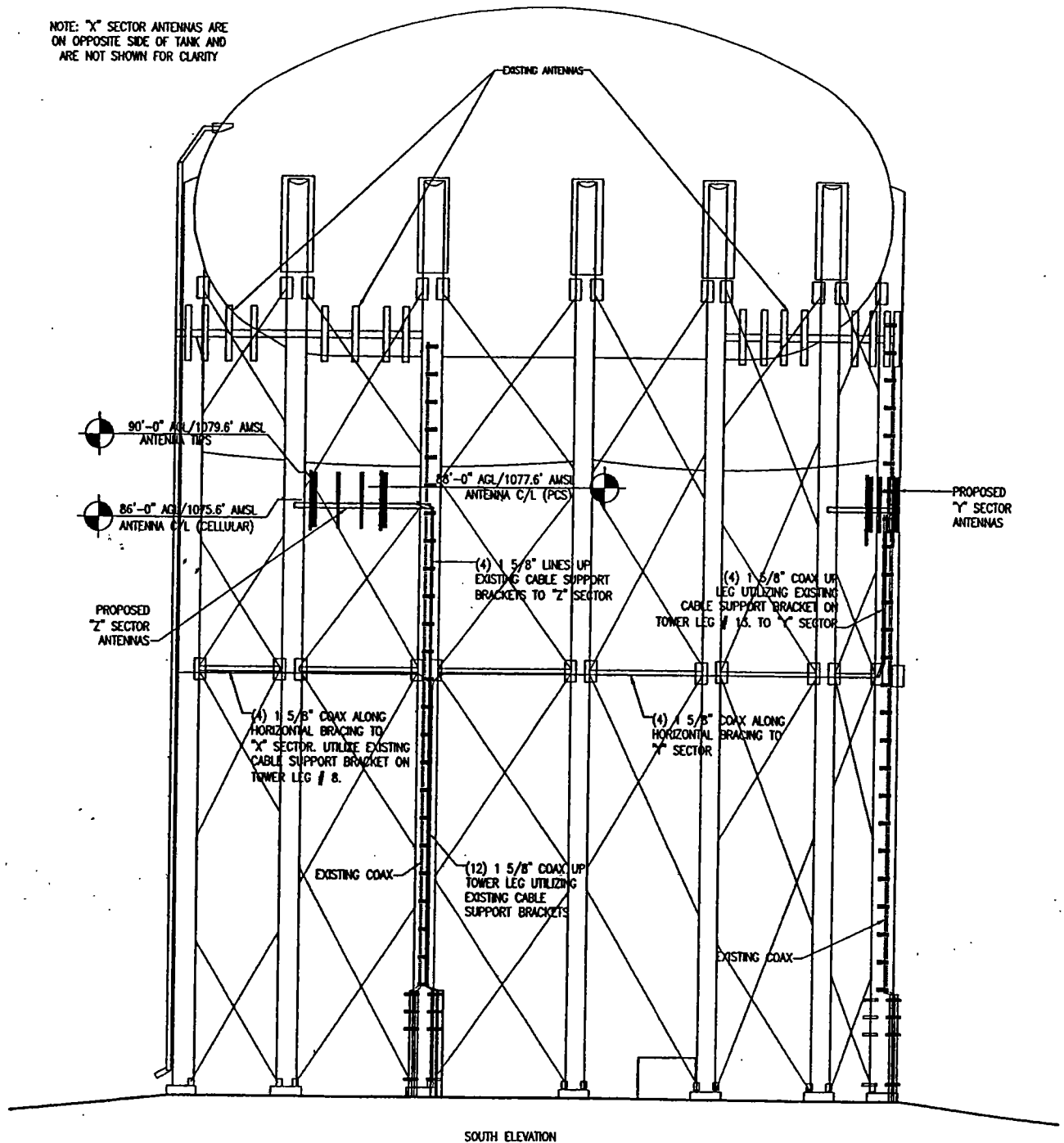


EXHIBIT D
CITY POLICY

PLYMOUTH CITY COUNCIL
Policy Statement Regarding the Use of City Owned Land for
Wireless Telecommunication Antennas and Towers
Approved , 1996

1. Introduction

The City of Plymouth has received requests from wireless telecommunication providers to place wireless telecommunication antennas and towers on City owned property. The Plymouth City Council has determined that a uniform policy for reviewing and or approving these requests is desirable.

2. Priority of Users

Priority for the use of City owned land for wireless telecommunication antennas and towers will be given to the following entities in descending order:

- A. City of Plymouth
- B. Public safety agencies, including law enforcement, fire, and ambulance services, which are not part of the City of Plymouth and private entities with a public safety agreement with the City of Plymouth.
- C. Other governmental agencies, for uses which are not related to public safety; and,
- D. Entities providing licensed commercial wireless telecommunication services including cellular, personal communication services (PCS), specialized mobilized radio (SMR), enhanced specialized mobilized radio (ESMR), paging and similar services that are marketed to the general public.

3. Minimum Requirements

The placement of wireless telecommunication antennas or towers on City owned property must comply with all zoning ordinances and the following requirements.

- A. The antennas or tower will not interfere with the purpose for which the City owned property is intended;
- B. The applicant is willing to obtain adequate liability insurance and commit to a lease agreement which includes equitable compensation for the use of public land and other necessary provisions and safeguards. The fees shall be established by the City Council after considering comparable rates in other cities, potential expenses, risks to the City, and other appropriate factors;
- C. The applicant will submit a letter of credit, performance bond, or other security acceptable to the City to cover the costs of the antenna or tower's removal;
- D. The antennas or tower will not interfere with other users who have a higher priority as discussed in Section 2. A certificate of "Non Interference" may be required.
- E. Upon reasonable notice, the antennas or tower may be required to be removed at the user's expense.

- F. The applicant must reimburse the City for any costs which the City incurs because of the presence of the applicant's antennas or tower and, the applicant must reimburse the City for any cost that the City incurs for testing and analysis. An example would be structural analysis of the City's buildings, towers or other structures.
- G. The user must obtain all necessary land use approvals.
- H. Depending on the site location the City may require a building to house the applicants equipment, concrete slab, a security fence, and plantings to screen the equipment and to enhance the aesthetics of the area.
- I. The applicant may be required to supply a computer image of proposed location with equipment mounted or installed and will usually be required to camouflage some or all equipment to match existing city property.
- J. Multiple users of a city site will coordinate their efforts to minimize space needs. Subsequent applicants may be required to modify items covered in 3H.
- K. The applicant will be responsible for the security of it's own equipment.

4. Special Requirements

The use of certain City owned property, such as water tower sites and parks, for wireless telecommunication antennas or towers brings with it special concerns due to the unique nature of these sites. The placement of wireless telecommunication antennas or towers on these special City owned sites will be allowed only when the following additional requirements are met.

A. Water Tower or Reservoir Sites - The City's water towers and reservoirs represent a large public investment in water pressure stabilization and peak capacity reserves. Protection of the quality of the City's water supply is of prime importance to the City. As access to the City's water storage systems increases, so too increases the potential for contamination of the public water supply. For these reasons, the placement of wireless telecommunication antennas or towers on watertower or reservoir sites will be allowed only when the City is fully satisfied that the following requirements are met.

- 1. The applicant's access to the facility will not increase the risks of contamination to the City's water supply;
- 2. There is sufficient room on the structure and/or on the grounds to accommodate the applicant's facility;
- 3. The presence of the facility will not increase the water tower or reservoir maintenance cost to the City; and
- 4. The presence of the facility will not be harmful to the health of workers maintaining the water tower or reservoir.
- 5. Applicants will assume responsibility to temporarily relocate their equipment if necessary when water towers or reservoirs need maintenance work done. An example would be painting.
- 6. The city owned structure must be fully capable of supporting the applicants equipment. A certificate of structural soundness will be required from a structural engineer.

B. Parks - The presence of certain wireless telecommunication antennas or towers represents a potential conflict with the purpose of some City owned parks. In no case

shall towers be allowed in designated conservation areas. Wireless telecommunication antennas or towers will be considered only in the following parks after the recommendation of the Parks and Recreation Commission and approval of the City Council.

1. Public parks of a sufficient scale and character that are adjacent to an existing commercial or industrial use;
2. Commercial recreation areas and major playfields, and;
3. Park maintenance facilities.

5. Application Process

All applicants who wish to locate a wireless telecommunication antenna or tower on City owned property must submit to the Director of Public Works a completed application and detailed plan. Also, an application must be submitted to the Community Development Department that complies with the submittal requirements of the Zoning Ordinance along with other pertinent information requested by the City.

6. Termination

The City Council may terminate any lease if it determines that any one of the following conditions exist:

- A. A potential user with a higher priority cannot find another adequate location and the potential use would be incompatible with the existing use;
- B. A user's frequency broadcast unreasonably interferes with other users of a higher priority, regardless of whether or not this interference was adequately predicted in the technical analysis; or,
- C. A user violates any of the standards in this policy or the conditions attached to the City's permission.

Before taking action, the City will provide notice to the user of the intended termination and the reasons for it, and provide an opportunity for the user to address the City Council regarding the proposed action. This procedure need not be followed in emergency situations.

7: Reservation of Right

Notwithstanding the above, the City Council reserves the right to deny, for any reason, the use of any or all City owned property by any one or all applicants.

8. Use of Revenue

All revenue generated through the lease of City owned property for wireless telecommunication towers and antennas shall be made payable to the City of Plymouth and transmitted to the City's Department of Finance.

Revenue shall be credited as follows:

- A. One-half to the Water Operation Fund and one-half to the General Fund when located on water utility property.
- B. All to the General Fund when the wireless telecommunication towers and antennas are located on any other City property.

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (Agreement") is entered into this 31 day of May, 2013, between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation, with offices at 3400 Plymouth Boulevard, Plymouth, Minnesota 55447-1448 ("Landlord"); and Landis+Gyr Technology, Inc. ("Tenant"), whose address is 30000 Mill Creek Avenue, Suite 100, Alpharetta, Georgia 30022

SECTION ONE

Property and Premises

Subject to the following terms and conditions, Landlord leases to Tenant: space on top of the Landlord's water tower; building space within Landlord's water tower; and nonexclusive rights for ingress, egress and for the placement of cables and utilities (such areas shall be referred to as the "Premises") at Landlord's property located at 4355 Zachary Lane, Plymouth, Minnesota 55447-1448 (the "Property") in the City of Plymouth. The Property is described on Exhibit "A" and the Premises (including nonexclusive rights for ingress, egress and the placement of cable and utility access areas) are depicted on attached Exhibit "B." The primary purposes of the Landlord's ownership of the Property are to: (a) operate and maintain a municipal water storage tower so as to provide water service to residents of the City of Plymouth; and (b) to provide communication systems to the City of Plymouth.

SECTION TWO

Use and Description of Equipment

A. The Premises shall be used by Tenant solely for the purpose of installing, maintaining and operating radio communications facilities, including, without limitation, utility lines,

transmission lines, electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto ("Tenant Facilities") provided such use is not inconsistent with the Landlord's use of the Property. The Tenant Facilities to be utilized in connection with such use is described on Exhibit "C" attached hereto. The design and color of the antennae, waveguide and other external equipment shall be subject to the Landlord's approval, which shall not be unreasonably withheld or delayed. Tenant may make routine repairs, modifications, replacements, upgrades and alterations to the Tenant Facilities as Tenant deems appropriate. Tenant shall obtain Landlord's prior written approval (which shall not be unreasonably withheld or delayed) before making any visible material upgrades, modifications, alterations or additions to the antenna, waveguide or other external equipment, excepting like kind replacement. Upon at least forty five (45) days notice from Landlord, Tenant, at its sole cost and expense, shall make any necessary arrangements to assist and protect the Landlord and its contractors during any scheduled maintenance and painting procedure on or in the leased area. Tenant agrees to allow their antennas to be cleaned and/or painted by Landlord or its contractors in order to match the exterior color of the water tower. Should Landlord and Tenant agree that the scheduled maintenance or painting of the water tower will prevent Tenant from temporarily using the water tower as Tenant's communications facility, Tenant, at its sole cost and expense, shall have the right to install and operate a temporary antenna facility (including a Cell-on-Wheels) on a mutually acceptable location on the Property. Tenant shall mark all their permanent coaxial cable in the water tower with a tag legibly stating their company's name along with a service phone number before and after it penetrates any real surface.

B. Pursuant to Tenant's regulatory communication licenses and subject to the terms of this Agreement, Tenant may have use of the Premises for the transmission and reception of radio

communication signals in the frequencies permitted by the Federal Communication Commission for communications broadcasting; for the construction, operation and maintenance of related facilities, equipment, antennae, including the right to periodically change antenna types, mounting locations and azimuths; and for related activities. The use of the Premises by Tenant under this Agreement shall at all times be in accordance with the Technical Minimum Site Standards as described on Exhibit "D." Subject to the terms herein, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits required for Tenant's use of the Premises (the "Governmental Approvals"). In addition, as long as the foregoing activities do not interfere with the Landlord's or a pre-existing tenant's use of the Property and provided seven (7) days advance written notice is sent to Landlord (such notice to include a description of the type of work to be performed), Landlord agrees to allow Tenant to perform, at Tenant's own expense, surveys, soil testing and other engineering procedures on, under, and over the Property necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design and Governmental Approvals.

C. Tenant shall be allowed reasonable access to the Premises twenty-four (24) hours a day, 365 days a year for the use of the Premises in compliance with this Agreement.

SECTION THREE

Term

The term of this Agreement shall be five (5) years ("Initial Term"), commencing on July 1, 2013, (the "Commencement Date"). Unless Landlord timely objects, Tenant shall have the right to extend this Agreement beyond the Initial Term for two (2) additional three (3) year terms ("Renewal Term" or "Renewal Terms"). Each Renewal Term shall be on the same terms and

conditions as set forth herein except for the amount of rent, which shall be determined in accordance with Article Four below. This Agreement shall automatically renew and extend for two consecutive three (3) year Renewal Term unless either the Landlord or the Tenant notifies the other party in writing of its intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. In such case, this Agreement shall be terminated effective on the date of the expiration of the Initial Term or the current Renewal Term, as the case may be.

SECTION FOUR

Rent

The annual rent is \$ 6,047.61. Within fifteen (15) days of the Commencement Tenant shall pay the annual rent for the first year of the initial term. Commencing with the second year of the initial term rent shall be paid monthly in advance. The annual rent shall increase by three percent (3%) on each anniversary of the Commencement Date. Rent when due shall be subject to a five percent (5%) late fee and shall allow Landlord the option to terminate this Agreement upon thirty (30) days written notice from Landlord to Tenant. Rent for any fractional month at the beginning or at the end of the Initial Term or a Renewal Term shall be prorated.

SECTION FIVE

Interference

Tenant's installation, operation, and maintenance of its Tenant Facilities shall not damage or interfere with Landlord's water tower operations and shall not interfere with Landlord's municipal communication system located on the Property or other tenants located on the Premises. Landlord agrees to give reasonable advance notice of any repair or maintenance activities related to water tower operations to the Tenant and to reasonably cooperate with

Tenant to carry out such activities with a minimum amount of interference to Tenant's transmission operations.

Landlord shall not permit its lessees, invitees or agents to use any portion of the Property in any way which materially interferes with the operations of Tenant. Such interference shall be deemed a material breach by Landlord, and Landlord shall have the responsibility to correct said interference.

Tenant understands and agrees that Tenant's use of the Property is non-exclusive and Landlord shall maintain the right to contract with other communication systems users to operate communication equipment on the Property. Such use by other users shall not cause material physical or frequency interference to Tenant's operation or equipment at the Premises.

It shall be the obligation of Tenant not to cause interference to other tenants occupying the other portions of the Property prior to the execution date of this Agreement (chronological priority for frequency protection rights) provided that the installations of other tenant's equipment and facilities predate the installation of the Tenant Facilities. In the event the Landlord, Tenant or any other tenant of Landlord experiences frequency interference, Landlord shall notify each tenant of such interference (including Tenant), and will work with all tenants to resolve the interference. All parties involved in the frequency interference shall, at their own expense, engage the services of a communications engineering firm to conduct frequency interference analyses. If the suspected interference cannot be resolved by the parties involved in such interference after consultation with their respective engineers, then the respective engineers shall select an engineering firm to act as a final mediator to resolve the frequency interference. The parties shall comply with the mediator's findings. Priority shall be given to the tenant with the longest tenure at the Property.

SECTION SIX

Improvement; Utilities; Access

A. Tenant shall have the right, at Tenant's expense, to erect and maintain on the Premises the equipment listed on Exhibit "C." Tenant shall not erect and maintain any additional items or equipment on the Premises, except for like kind replacement, without the prior written consent of the Landlord.

B. Tenant shall have the right at their expense and Landlord's approval to install utilities on the Premises in order to operate the facilities described in this Agreement. Tenant shall at its own expense arrange for separate metering of utility services that must be read from outside the surrounding fence. Tenant shall at its own expense arrange for the relocation of any utilities. Tenant shall pay for all utility services it consumes in its operations.

C. Background checks shall be completed on all individuals who request access to any of the water system facilities, reservoir, wells or other public works facility located within the Property ("Facilities" or "Facility"). Background checks performed by the Tenant requesting access for its employees cannot be used in substitution of Landlord's background check. Landlord reserves the right to refuse access to any Facility located within or about the Property based on the results of the background check. Landlord will update the background checks annually. The following guidelines represent the procedures, duties and responsibilities of Landlord and Tenant with respect to access to the Property or Premises:

- i. Background Checks. Individuals, groups, and companies requesting access to the Premises on behalf of Tenant shall submit the name of the Tenant and other pertinent information regarding the access request to Landlord's Public Works Department as set forth below. Information

must be received sufficiently in advance of the visit to the Premises to allow for the completion of a background check. The Landlord's Public Works Department will provide the information to the Plymouth Police Department who will complete the background check. The Police Department will return the results of the background check to the Public Works Department for review and disposition. Information provided to the Landlord concerning background checks will be maintained on file for one year.

- ii. Procedures. All individuals must present appropriate state, federal, or company issued photo identification before access is granted to the Premises. All individuals, regardless of the status of the background check, will be escorted by Landlord personnel when working within the Facilities. Individuals with approved background checks will be allowed to work within the Premises unescorted, subject to escort requirements for work within Facility areas. Individuals without approved background checks will be escorted while they are working in or around the Premises. Tenant shall contact the Landlord's Public Works Maintenance Division at 763-509-5950 from 7:30 a.m. - 4:00 p.m. central time Monday through Friday or the Landlord's Police Department at 763-509-5160 at all other times to obtain access to the Premises.
- iii. Tenant Charges for Access. In the event the Landlord's Public Works Maintenance Division is required to escort an individual, the Tenant will be billed by Landlord for costs and expenses incurred by the Landlord in

dispatching employees to the Premises. In the event the Landlord's personnel is called out after regular City business hours as set forth above or on City holidays, to provide access to the Premises, charges for the callout will be billed to the Tenant.

SECTION SEVEN

Termination

A. This Agreement may be terminated upon thirty (30) days written notice from Landlord to Tenant in the event rent is not timely paid by Tenant on or before the due date during the Initial Term or any Renewal Term, as applicable.

B. Except as otherwise provided herein, this Agreement may be terminated, without any penalty or further liability, following sixty (60) days written notice as follows: (1) by either party upon a material default of any covenant or term hereof (except for the payment of rent) by the other party, which default is not cured within sixty (60) days of receipt of written notice of default unless such default may not reasonably be cured within a sixty (60) day period, in which case, this Agreement may not be terminated if the defaulting party commences action to cure the default with such sixty (60) day period and proceeds with due diligence to fully cure the default and thereafter cures the default (without, however, limiting any other rights available to the parties at law, in equity, or pursuant to any other provisions hereof); (2) by Tenant if it is unable to obtain or maintain any license, permit, or other governmental agency approval necessary to the construction and/or operation of the Tenant Facilities or Tenant's business; (3) by Tenant if the Premises are or become unacceptable under the Tenant's design or engineering specifications for the communication system network to which the Tenant Facilities belong; (4) by Landlord if

the Landlord in its sole discretion decides to sell the property or to discontinue use of the property for a water tower.

C. If this Agreement is terminated, rent shall be prorated as of the date of termination, and, in the event of termination for any reason other than nonpayment of rent, all prepaid rents shall be refunded to Tenant within ninety (90) days of said termination.

D. Upon termination, Tenant shall promptly remove the Tenant Facilities at Tenant's cost and expense.

SECTION EIGHT

Taxes

Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tenant Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. Notwithstanding the foregoing, Tenant shall pay any increase in real property taxes levied against the Premises for the period from the Commencement Date through to termination of this Agreement that is directly attributable to Tenant's use of the Premises. Landlord agrees to furnish proof of such increase to Tenant.

SECTION NINE

Insurance

A. Tenant shall maintain commercial general liability insurance insuring Tenant against liability for personal injury, death or damage to personal property arising out of use of the Premises by Tenant with combined single limits of not less than Two Million and No/100 Dollars (\$2,000,000.00), and Landlord will be named as an additional insured under such policy. Tenant shall also maintain fire and extended coverage insurance insuring Tenant's personal property for its full insurable value (subject to reasonable deductibles). Each policy shall contain

a provision notifying Landlord of intent to cancel thirty (30) days prior to such cancellation. Tenant shall provide Landlord Certificate of Insurance in a form acceptable to the Landlord.

B. Tenant and its contractors shall provide Landlord with proof of workers' compensation insurance covering all of Tenant's and its contractors' respective employees who access the Premises in accordance with state law.

SECTION TEN

Destruction of Premises

If the Premises are destroyed or damaged so as to reasonably hinder the Tenant's effective use of the Premises, either Landlord or Tenant may elect to terminate this Agreement effective as of the date of the damage or destruction by notifying the other party not more than forty-five (45) days following the date of damage. In such event, all rights and obligations of the parties under this Agreement shall cease as of the date of the damage or destruction and Tenant shall be entitled to the reimbursement of any rent prepaid by Tenant. Notwithstanding anything to the contrary herein, this Section 10 shall not require Landlord to rebuild or repair the Premises upon damage or destruction.

SECTION ELEVEN

Condemnation

If a condemning authority takes all of the Property, or a portion sufficient, in the Tenant's determination, to render the Premises unsuitable for the use which Tenant was then making of the Premises, this Agreement shall terminate as of the date the title vests in the condemning authority. The parties shall be entitled to share in the condemnation proceeds in proportion to the values of their respective interest in the Premises. Sale of all or part of the Premises to a

purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

SECTION TWELVE

Notices

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested or by nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for their purposes by providing written notice to the other party.

If to Landlord: City of Plymouth
 3400 Plymouth Boulevard
 Plymouth, MN 55447-1448
 Telephone: 763-509-5950

If to Tenant: Landis+Gyr Technology, Inc.
 30000 Mill Creek Ave, Suite 100
 Alpharetta, GA 30022
 Attn: General Counsel
 Telephone: 678-258-1500

SECTION THIRTEEN

Title and Quiet Enjoyment

A. Landlord warrants that: (i) it has full right, power, and authority to execute this Agreement; (ii) it has good and unencumbered title to the Premises free and clear of any liens or mortgages; (iii) the Premises constitute a legal lot that may be leased without the need for any subdivision or platting approval; and (iv) the Premises are in compliance with all building, life/safety, and other laws of any governmental or quasi governmental authority. Tenant, upon

paying the rent, shall peaceably and quietly have, hold and enjoy the Premises. Landlord shall not cause or permit any use of the Property or the Premises that interferes with or impairs the quality of the communication services being rendered by Tenant from the Premises. Notwithstanding the foregoing, Tenant acknowledges that Landlord will need to perform maintenance activities on the Property including painting and repairs of the water tower. Tenant agrees to cooperate with Landlord in order to allow such work to be completed in a timely and efficient manner as well as ensure continuous operation of the Tenant Facilities. If it is necessary for the Tenant Facilities to be relocated during maintenance of the water tower, Landlord agrees to allow Tenant, at Tenant expense, to relocate portions of the Tenant Facilities, primarily antennas and coaxial lines, to another location on the water tower or to a temporary tower facility on the Property for the duration of the repairs.

B. Notwithstanding any other provision in this Agreement to the contrary, Tenant acknowledges that Landlord makes no warranties, express or implied with respect to Tenant's ability to expand its operations on the Premises beyond what is depicted on the exhibits attached hereto.

SECTION FOURTEEN

Hazardous Substances

Tenant shall hold Landlord harmless from and indemnify Landlord against any damage, loss, expense, response costs, or liability, including consultant fees and attorney's fees resulting from the presence of hazardous substances on, under or around the Property or resulting from hazardous substances being generated, stored, disposed of, or transported to, on, under, or around the Property if the hazardous substances were generated, stored, disposed of, or transported by Tenant or its employees agents or contractors. Landlord represents and warrants that to the best

of Landlord's knowledge, no hazardous materials exist on the Leased Premises. Neither party shall be liable for any claims, losses or liabilities caused or permitted by the other party.

SECTION FIFTEEN

Indemnity

Tenant shall indemnify Landlord and hold Landlord harmless from, any and all costs (including reasonable attorney's fees and expenses) and claims, actions, damages, obligation, liabilities and liens which arise out of (a) the breach of this Agreement by Tenant; and (b) the use and/or occupancy of the Property, or the Premises, by Tenant. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from any negligent or intentional misconduct of Landlord, its employees, agents or contractors, and shall survive the termination of this Agreement.

SECTION SIXTEEN

Assignment

Tenant may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Landlord; provided, however, that Tenant may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Section 18 below. Landlord may assign this Agreement upon written notice to Tenant, subject to the assignee assuming all of Landlord's obligations herein. Notwithstanding anything to the contrary contained in this Agreement, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for

borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

SECTION SEVENTEEN

Binding Effect: Successors and Assigns

This Agreement shall run with the Property. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and assigns.

SECTION EIGHTEEN

Waiver of Landlord's Lien

Landlord waives any lien rights it may have concerning the Tenant Facilities which are deemed Tenant's personal property and not fixtures, and Tenant has the right to remove the same at any time without Landlord's consent.

SECTION NINETEEN

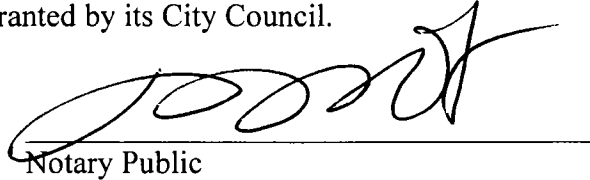
Miscellaneous

A. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

B. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Agreement must be in writing and executed by both parties.

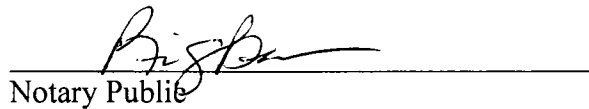
[illegible]

The foregoing instrument was acknowledged before me this 28th day of May, 2013, by Keith Stark and by Andrea Engle, respectively, the Mayor and City Clerk of the **CITY OF PLYMOUTH**, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.



STATE OF MN)
COUNTY OF Hennepin) ss.

The foregoing instrument was acknowledged before me this 31st day of May, 2013, by William Madam, the Program Manager of Landis + Gyr Technology on its behalf.



STATE OF MINN
COUNTY OF ANOKA

THIS INSTRUMENT WAS DRAFTED BY:

CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, MN 55121
Telephone: (651) 452-5000
RNK

EXHIBIT "A"
to
SITE LEASE AGREEMENT

DESCRIPTION OF PROPERTY

EXHIBIT "B"
to
SITE LEASE AGREEMENT

DESCRIPTION OF PREMISES

EXHIBIT "C"
to
SITE LEASE AGREEMENT

DESCRIPTION OF TENANT FACILITIES

**EXHIBIT “D”
to
SITE LEASE AGREEMENT**

TECHNICAL MINIMUM SITE STANDARDS

1. All equipment must be housed in an RF tight, metal enclosure that provides at least 60 db of attenuation to any internal RF signals. Desk-top base stations and open racks cannot be used without special approval; additional shielding kits may be required.
2. At least 60 db of isolation for 450 MHZ, 800 MHZ, 900 MHZ and 1800 – 2000 MHZ transmitters and 30 db of isolation for 150 MHZ and 40 MHZ transmitters must be provided; a harmonic filter must be provided on the transmitters between the antenna and any ferrite device used. Additional filtering and isolation may be required and will be considered on a case-by-case basis.
3. Maximum transmitter power allowed into the antenna feed line will be 110 watts per transmitter. (Higher power levels will be considered on a case-by-case basis; additional protective devices may be required.)
4. Only jacketed copper Heliac cable will be permitted for transmission line at the site. All on-site intercabling must use RG/9, RG/142, RG/214 or ½ inch Superflex. RG/8 or any other single shielded cable will not be allowed.
5. Proposed transmitters that will cause second order, third order or fifth order intermodulation products on existing receiver frequencies will not be permitted on the site. A receiver with the same frequency as an existing second order, third order or fifth order intermodulation product at the site, will not be permitted on the site.
6. All transmitters shall be equipped with band-pass cavities that will provide at least the following attenuation of side band noise, if needed:

40 MHA band:	50 db at 1 MHZ
150 MHZ band:	50 db at 1.5 MHZ
450 MHZ band:	50 db at 2.5 MHZ
800/900 MHZ band:	50 db at 10 MHZ
1800/1900 MHz Microwave PCS:	50 db at 20 MHZ
7. Each cabinet must be identified by the owner’s name, address and FCC station license; it also must have the name and telephone number of the responsible service agency.
8. Prior to approving any application for antenna space at the site, an engineering study will be conducted by the Engineer for the City of Plymouth, consisting of at least the following items:

- a. Intermodulation interference (IM) calculations of all transmitters and receivers known to exist in the area at time of application. (Study will include 2nd, 3rd and 5th order IM terms, and $A + B - C$, three-product terms.)
- b. Transmitter noise and receiver desensing calculations of all equipment at the site.
- c. Analysis of best equipment and antenna locations at the site.
- d. Analysis of AC power requirements.
- e. Report to prospective site user regarding application.

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"VERIZON WIRELESS (VAW) LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "CELLCO PARTNERSHIP" UNDER THE NAME OF "CELLCO PARTNERSHIP", A GENERAL PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF DECEMBER, A.D. 2019, AT 6:13 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2019.



A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

3341134 8100M
SR# 20198704120

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204268022
Date: 12-20-19

**CERTIFICATE OF MERGER OF
VERIZON WIRELESS (VAW) LLC
INTO
CELLCO PARTNERSHIP**

Pursuant to Title 6, Section 15-902(c) of the Delaware Revised Uniform Partnership Act and Section 18-209 of the Delaware Limited Liability Company Act, the undersigned general partnership executed the following Certificate of Merger:

FIRST: The name of the surviving general partnership is Cellco Partnership, a Delaware general partnership, and the name of the limited liability company being merged into this surviving general partnership is Verizon Wireless (VAW) LLC, a Delaware limited liability company.

SECOND: The Agreement and Plan of Merger has been approved and executed by each of the surviving general partnership and by the merging limited liability company.

THIRD: The name of the surviving domestic general partnership is Cellco Partnership.

FOURTH: The merger is to become effective on December 31, 2019.

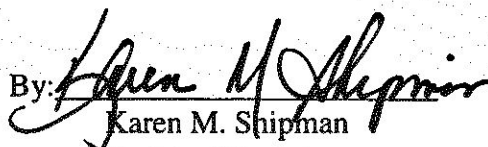
FIFTH: The Agreement and Plan of Merger is on file at One Verizon Way, Basking Ridge, New Jersey 07920, the place of business of the surviving general partnership.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving general partnership on request, and without cost, to any partner of the partnership or member of the constituent limited liability company.

SEVENTH: The Statement of Partnership Existence of Cellco Partnership shall be the Statement of Partnership Existence of the surviving general partnership.

IN WITNESS WHEREOF, said general partnership has caused this certificate to be signed by an authorized officer, on December 17, 2019.

CELLCO PARTNERSHIP

By: 
Karen M. Shipman
Assistant Secretary

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (“First Amendment”) is made and effective as of the last date of the signatures below, by and between City of Plymouth, a Minnesota municipal corporation (“City”) and Cellco Partnership d/b/a Verizon Wireless (“Operator”).

RECITALS

A. City is the owner of that certain property located at 4425 Zachary Lane N, Plymouth, Hennepin County, Minnesota 55447.

B. City and Operator (or their predecessors in interest) entered into that certain Agreement dated October 3, 2007 (the “Agreement”).

C. City and Operator have agreed to amend the Agreement, pursuant and subject to the terms and provisions of this First Amendment, to extend the term of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree to amend the Agreement as follows:

1. Term. Commencing on April 1, 2027, the Agreement shall automatically be extended for 4 additional terms of 5 years each unless Operator terminates the Agreement by giving City notice of such termination at least 30 days prior to the expiration of the then-current term.
2. Rent. Beginning on April 1, 2027, the annual rent shall increase by 3% over the current annual rent then in effect and by 3% over the then current annual rent on each one-year anniversary of April 1, 2027 thereafter.
3. Ratification and Reaffirmation. City and Operator do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above referenced Agreement. Except as modified by this First Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein. Execution of this First Amendment shall not constitute a release of City or Operator from any obligation or liability set forth in the Agreement.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the authorized representatives of the parties hereto execute this First Amendment below, intending to be bound.

City:

City of Plymouth

By: _____

Name: Jeffry Wosje, Mayor

Date: _____

By: _____

Name: Dave Callister, City Manager

Date: _____

Operator:

Cellco Partnership d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____



[illegible]

On the ____ day of _____ in the year 2026 before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: _____
My Commission Expires: _____

Operator ACKNOWLEDGMENT

STATE OF _____) ss:
COUNTY OF _____

On the ____ day of _____ in the year ____ before me, the undersigned, a notary public in and for said state, personally appeared _____, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: _____
My Commission Expires: _____

CITY OF PLYMOUTH

RESOLUTION No. 2026-109

RESOLUTION APPROVING THE FIRST AMENDMENT TO THE LEASE AGREEMENT WITH CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR THE WATER TOWER LOCATED AT 4425 ZACHARY LANE

WHEREAS, the City Council has previously adopted a policy statement regarding the use of city owned land for wireless telecommunication antennas and towers; and

WHEREAS, the city is currently entered into a lease agreement with Verizon Wireless (VAW) LLC d/b/a Verizon Wireless for telecommunication equipment installed at the water tower located at 5450 4425 Zachary Lane; and

WHEREAS, said agreement was entered into on October 3, 2007; and

WHEREAS, Cellco Partnership merged with Verizon Wireless (VAW) LLC effective December 31, 2019 in which Cellco Partnership is the name of the LLC that survived the merger; and

WHEREAS, Cellco Partnership d/b/a Verizon Wireless has requested to modify the lease agreement with terms outlined in the first amendment to the agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that first amendment to the lease agreement with Verizon Wireless (VAW) LLC d/b/a Verizon Wireless for the water tower located at 4425 Zachary Lane is approved.

BE IT FURTHER RESOLVED, that the Mayor and City Manager are authorized to sign said amendment.

APPROVED by the City Council on this 28th day of April, 2026.

To: Dave Callister, City Manager

Prepared by: Abbie Browen, Public Works Operations Manager

Reviewed by: Michael Thompson, Public Works Director

Item: **Designate engineer for development of a comprehensive sanitary sewer hydraulic model**

1. Action Requested:

Adopt the attached resolution designating engineer for development of a comprehensive sanitary sewer hydraulic model.

2. Background:

To support the upcoming 2050 Comprehensive Plan update, the city has elected to complete supplemental technical studies, including a full sanitary sewer capacity evaluation. The plan award report noted that additional analyses, especially sanitary sewer modeling, are required to understand infrastructure limitations and the impacts of future redevelopment. Beyond the 2050 Comprehensive Plan, this model will help the city identify areas with excessive inflow and infiltration (I/I), which send unnecessary clean groundwater and stormwater into the regional wastewater system. Because the city pays Metropolitan Council Environmental Services (MCES) for wastewater treatment based on total flow, whether it requires treatment or not, reducing I/I directly supports long-term planning and improves fiscal responsibility.

HDR Engineering, Inc. submitted a proposal to develop a comprehensive sanitary sewer hydraulic model, including flow monitoring, rainfall-derived inflow/infiltration (RDII) evaluation, model calibration, capacity assessment and support for future conditions analysis. The proposed work provides the detailed system understanding needed for long-range planning. Staff reviewed the proposal and determined that HDR's scope, schedule and fee are appropriate and consistent with city needs.

City staff have recently worked with HDR on flow monitoring program development to support the creation of the sanitary sewer model through data collection and review,

flow monitoring site identification, and site reconnaissance necessary to provide this subsequent scope and fee. The firm has demonstrated a project team capable of delivering the project. Staff evaluated the cost and estimated hours included in the proposal and found them acceptable. Therefore, staff recommends designating HDR Engineering, Inc. as the engineer for this project.

3. Budget Impact:

The \$228,825 not-to-exceed cost will be funded through the Sanitary Sewer Fund, consistent with funding allocations previously identified in Resolution 2026-050. The resolution indicated \$300,000 for the sanitary sewer plan. The first contract for flow monitoring program development was set at a not-to-exceed amount of \$55,700. The two contracts in total are \$284,525.

4. Attachments:

1. Agreement
2. City Council Resolution 2026-110

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made on the _____ day of May 2026, between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation (“CITY”), and **HDR ENGINEERING, INC.**, a Minnesota corporation (“ENGINEER”).

The CITY and the ENGINEER agree as follows:

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

- A. This Agreement for Engineering Services.
- B. ENGINEER’s Proposal for Professional Services for **Engineering Consulting Services for Sanitary Sewer Hydraulic Model Development**, submitted on April 17, 2026.
- C. ENGINEER’s Current Hourly Fee Schedule.

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

2. **Compensation.** ENGINEER shall be paid by the CITY on an hourly basis in accordance with the hourly fee schedule but not to exceed \$228,825 inclusive of reimbursable expenses as reflected in the estimate of cost exhibit in the 2026 Sanitary Sewer Hydraulic Model Development Proposal. The not to exceed fees shall not be adjusted if the estimated hours to perform a task, the number of estimated required meetings or any other estimate or assumption is exceeded.
3. **Optional Services.** Not applicable.
4. **Method of Payment.** ENGINEER may request progress payments as the work is performed. The CITY will normally make payment within thirty-five (35) days of receipt of a properly itemized bill.
5. **Change Orders.** All change orders, regardless of amount, must be approved in advance and in writing by the Plymouth City Council. No payment will be due or made for work done in advance of such approval.
6. **Standard of Care.** ENGINEER shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. No other warranty, expressed or

implied, is included in this Agreement or in any drawing, specification, report, or opinion produced pursuant to this Agreement. ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of ENGINEER without additional compensation.

7. **Subcontractor.** ENGINEER shall not enter into subcontracts for services provided under this Agreement without the express written consent of the CITY, which consent shall not be unreasonably withheld. The ENGINEER shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of the ENGINEER'S receipt of payment by the CITY for undisputed services provided by the subcontractor. If the ENGINEER fails within that time to pay the subcontractor any undisputed amount for which the ENGINEER has received payment by the CITY, the ENGINEER shall pay interest to the subcontractor on the unpaid amount at the rate of 1-1/2 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the ENGINEER shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the ENGINEER shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
8. **Independent Contractor.** The CITY hereby retains the ENGINEER as an independent contractor upon the terms and conditions set forth in this Agreement. The ENGINEER is not an employee of the CITY and is free to contract with other entities as provided herein. ENGINEER shall be responsible for selecting the means and methods of performing the work. ENGINEER shall furnish any and all supplies, equipment, and incidentals necessary for ENGINEER'S performance under this Agreement. CITY and ENGINEER agree that ENGINEER shall not at any time or in any manner represent that ENGINEER or any of ENGINEER'S agents or employees are in any manner agents or employees of the CITY. ENGINEER shall be exclusively responsible under this Agreement for ENGINEER'S own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.
9. **Non-Discrimination.** During the performance of this Agreement, the ENGINEER shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability, or age. The ENGINEER shall post, in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The ENGINEER shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

10. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party. Any Assignment in violation of this provision is null and void.
11. **Indemnification.** The ENGINEER shall indemnify and hold harmless the CITY, its officials, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the work or services provided for herein, to the extent caused by the negligent acts, errors or omissions, willful misconduct, or breach of any substantive provision of this Agreement by the ENGINEER, its officials, agents or employees in the execution, performance, or failure to adequately perform the ENGINEER'S obligations pursuant to this Agreement.
12. **Insurance.**
- A. **General Liability.** During the term of this Agreement, ENGINEER shall maintain a general liability insurance policy with limits of at least \$2,000,000 for each person, and each occurrence, for both personal injury and property damage. This policy shall name the CITY as an additional insured for the services provided under this Agreement and shall provide that the ENGINEER'S coverage shall be the primary coverage in the event of a loss.
 - B. **Worker's Compensation.** The ENGINEER shall secure and maintain such insurance as will protect ENGINEER from claims under the Worker's Compensation Act and from claims for bodily injury, death, or property damage which may arise from the performance of ENGINEER'S services under this Agreement.
 - C. **Professional Liability Insurance.** The ENGINEER shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the CITY, in the insured's capacity as ENGINEER, if such legal liability is caused by an error, omission, or negligent act of the insured or any person or organization for whom the insured is legally liable. Said policy shall provide minimum limits of \$2,000,000 with a deductible maximum of \$125,000. The policy shall also insure the indemnification obligation contained in Paragraph 10 above.
 - D. **Certificate of Insurance.** A certificate of insurance on a form acceptable to the CITY which verifies the existence of this insurance coverage must be provided to the CITY before work under this Agreement is begun.
13. **Records Access.** The ENGINEER shall provide the CITY access to any books, documents, papers, and records which are directly pertinent to the specific contract, for the purpose of making audits, examinations, excerpts, and transcriptions, for three (3)

years after final payments and all other pending matters related to this Agreement are closed.

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

20. **Termination.** CITY may terminate this Agreement without cause by written notice delivered to the ENGINEER. . Upon termination under this provision if there is no fault of the ENGINEER, the ENGINEER shall be paid for services rendered and reimbursable expenses until the effective date of termination. If however, the CITY terminates the Agreement because the ENGINEER has failed to perform in accordance with this Agreement, no further payment shall be made to the ENGINEER, and the CITY may retain another contractor to undertake or complete the work identified in the Contract Documents. If as a result, the CITY incurs total costs for the work (including payments to both the present contractor and a future contractor) which exceed the not to exceed amount specified in the Contract Documents, if any, then the ENGINEER shall be responsible for the difference between the cost actually incurred and the Agreement amount.
21. **Waiver of Claims for Personal Liability.** It is intended by the parties to this Agreement that ENGINEER's services shall not subject ENGINEER'S employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the City agrees that as the CITY's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against ENGINEER, and not against any of ENGINEER's individual employees, officers or directors.

CITY OF PLYMOUTH

By:_____

Jeffrey Wosje, Mayor

By:_____

Dave Callister, City Manager

HDR ENGINEERING, INC.

By:_____

Its:_____

April 17, 2026

Ms. Abbie Browen
City of Plymouth
3400 Plymouth Blvd
Plymouth, MN 55447

Submitted via Email

SUBJECT: Proposal for Engineering Consulting Services
2026 Sanitary Sewer Hydraulic Model Development

Dear Ms. Browen,

HDR Engineering, Inc. (HDR) is pleased to submit this scope of services and fee proposal for the City of Plymouth's 2026 Sanitary Sewer Model Development. The proposed work will develop, calibrate, and apply a hydraulic model of the City's existing sanitary sewer system using City-provided GIS, operational data, and Spring/Summer 2026 flow and rainfall monitoring data. The model will support system capacity assessment, identification of areas with elevated inflow and infiltration, and initiate near- and long-term planning efforts.

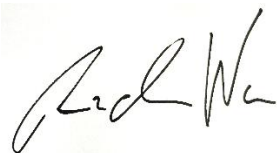
The scope includes data collection and review; RDII analysis; model development, calibration, and validation; existing conditions capacity assessment; and focused support for the sanitary sewer component of the City's Comprehensive Plan, with enhanced detail upstream of the Mission Farms Pump Station. Services are proposed on a time-and-materials basis with a not-to-exceed fee of \$228,825, assuming a May 1, 2026 Notice to Proceed and completion by March 1, 2027. HDR looks forward to continuing our collaboration with the City of Plymouth.

We value the opportunity to continue partnering with the City to advance your sanitary sewer initiatives.

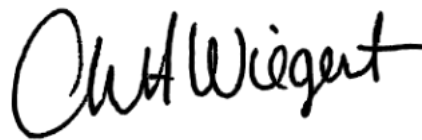
Should you have any questions or need further information, please contact me at 612-244-6639 or Brendan.Ward@hdrinc.com.

Sincerely,

HDR Engineering, Inc.



Brendan Ward, PE
Project Manager



Christine Wiegert
Sr. Vice President / Area Manager

Encl: Proposal
HDR Engineering, Inc. Terms and Conditions for Professional Services

Scope of Work

City of Plymouth 2026 Sanitary Sewer Model Development

HDR Engineering, Inc. (HDR) proposes the following Scope of Services to provide professional engineering services to develop, calibrate, and apply a sanitary sewer hydraulic model to support sanitary sewer system evaluation, capacity assessment, and planning for the City of Plymouth (City). The objective of this task series is to build, calibrate, and validate a dynamic hydraulic model of the existing sanitary sewer collection system based upon City provided GIS data and flow data collected from the spring/summer of 2026. The model will be used to conduct a capacity assessment of the existing collection system to identify capacity constraints and areas of high inflow/infiltration (I/I).

Scope of Services

Task 100 — Project Management and Coordination

HDR will coordinate and monitor the project to meet the technical, communication, and contractual objectives defined for this project. Project management activities include the following:

- Start-up activities to initiate the project as required by HDR's Quality Management System (e.g., quality plan, safety plan, project approach review).
- Monthly project management activities will include team coordination and monthly progress reporting to the City.
- Conduct a one-hour initial project kickoff meeting with City staff to review task requirements and desired outcomes by the City.
- Conduct up to three (3) one-hour in-person check-in meetings with the City's Project Manager and planning evaluation team to discuss project status, results, and coordination items.
- Facilitate a one-hour in-person workshop with City staff to evaluate modeling software options, including XPSWMM, PCSWMM, and InfoWorks ICM, covering technical capabilities, pricing, licensing, and the advantages and limitations of each platform.
- Facilitate a one-hour in-person workshop with City staff to review RDII analysis results, establish excessive I/I evaluation metrics, define desired system performance, and review the prioritization process.
- Facilitate a one-hour in-person workshop with City staff to review system-wide wet weather capacity results and define desired levels of service and system performance design criteria.
- Project closeout activities in accordance with HDR's Quality Management System.

Deliverables

- Meeting minutes, agendas, PowerPoint presentations (as applicable), and a list of action items will be provided at the end of each meeting.

Assumptions

- Deliverables will be submitted electronically; no hard copies will be provided.
- Invoices and progress reports will be provided monthly.
- The project is expected to be completed over a 12-month timeline.

Task 200 — Data Collection and Review

HDR will collect and review existing data to develop an organized process workflow and establish long-term documentation of the evolving datasets used for model development. Upon completion of this task, HDR will summarize key findings and review them with the City during a one-hour in-person meeting. Existing data is anticipated to include:

- 2026 Flow and Rainfall Metering Data: Flow data from up to ten locations and rainfall data from three rain gauges will be used to define dry weather flows, diurnal patterns, and wet weather I/I for a system-wide hydraulic model, with focused monitoring in the northeast upstream of the Mission Farms Pump Station due to elevated I/I risk.
- Sewershed Boundaries: This data will define initial modeling limits, with boundaries updated during development, calibration, and future evaluations.
- Sanitary Mains, Laterals, and Access Structures: GIS datasets and as-built records for sewer mains, laterals, and access structures will be screened and imported into the hydraulic model.
- Sanitary Pump Stations: GIS datasets, as-built records, and operational data will support hydraulic model development, calibration, and future redevelopment evaluations.
- Current Land Use: City's current land use data and GIS datasets, including planned streets, and parcel data, will be used to define the type of flow from each parcel.
- Current Population: Transit-Oriented Development Overlay boundary, Traffic Analysis Zone projections, sewershed estimates, and other relevant data will determine amount of flow from each parcel.
- FEMA Flood Hazard Maps: Flooding data will support inflow and infiltration analyses by identifying locations where water levels exceed the rim elevation of sanitary sewer manholes.
- Water Use Records: Water records will be used to develop parcel-level dry weather flow loadings, with per capita volumes assigned based on common land use types.
- Historical Flow Metering Data: Past flow data will be used to understand typical dry weather flows and daily flow patterns in areas that have already been studied.

Activities for this task will include:

- Prepare a site-specific safety plan prior to the commencement of any field work.
- Install up to ten flow monitors and three rain gauges and collect data for up to three months.
- Configure monitors to record depth and velocity at 5-minute intervals.
- Perform initial calibration at installation and ongoing calibration during the flow and rainfall monitoring program (FMP).
- Maintain equipment and calibration records.
- Prepare installation reports for all equipment prior to the start of the FMP billing period.
- Review raw data weekly and provide updates to the City as requested.
- Perform monthly quality control reviews of raw data received from FMP vendor.

Deliverables

- Tabular summary of reviewed data, including initial findings and data applications.
- Site installation reports.
- Complete raw flow and rainfall datasets for the monitoring period.

Assumptions

- Any follow-on field work identified will be completed by the City or by HDR under a scope amendment.
- City will provide access to current GIS data.

- City will provide available pump curves and pump station operational data.
- Additional pump drawdown testing may be required where data is insufficient.
- Flow monitoring will be conducted at ten locations and three rain gauges, as identified in the City of Plymouth's 2026 Flow Monitoring Program.
- All flow and rainfall monitoring equipment shall be installed no later than May 15, 2026 and remain for a duration of three months.
- Flow monitors that show no significant response in areas with no known issues may be redeployed to areas exhibiting higher wet-weather flow responses and/or known performance problems.

Task 300 — Rainfall Derived Inflow/Infiltration Analysis

HDR will develop an analytical prioritization process using flow and rainfall data collected during the Spring/Summer 2026 monitoring period at ten flow monitoring locations. A metershed analysis will be conducted to characterize average base wet weather flow (BWVF) conditions over the monitoring period and to disaggregate I/I components, distinguishing between groundwater infiltration and rainfall-driven inflow contributions. Activities for this task will include:

- Determine normalized BWVF and seasonal groundwater infiltration (GWI) rates for each of the ten metersheds.
- Evaluate the correlation between rainfall depth within each meter basin and the resulting volume of rainfall-derived infiltration and inflow (RDII) entering the collection system using the following key performance metrics:
 - RDII gallons per capita
 - RDII gallons per inch per pipe diameter per mile
 - RDII gallons per acre
 - Percent rainfall capture
 - RDII gallons per inch of rainfall
 - Typical wet weather peaking factors
- Evaluate manhole rim elevations along trunklines using FEMA Flood Hazard Maps to identify locations where flood water levels exceed sanitary sewer manhole rims.
- Prepare a Technical Memorandum documenting a prioritized plan to advance the I/I analysis at the metershed level, including recommendations for additional, higher-resolution flow monitoring to support the identification and implementation of the most cost-effective I/I reduction strategies.

Deliverables

- One draft and one final version of RDII Analysis Technical Memorandum.

Assumptions

- City will provide comments on the Technical Memorandum within two weeks of receipt.
- Rehabilitation design recommendations are not included in this scope of work.

Task 400 — Existing Conditions Model Development

HDR will work with the City to define the technical framework, modeling objectives, and planning criteria for development of a sanitary sewer hydraulic model of existing conditions, with enhanced detail in the Mission Farms and Bass Lake metershed areas, upstream of the Mission Farms Pump Station due to elevated I/I risk. Activities for this task will include:

- Develop planning assumptions and modeling criteria.

- Define model objectives, calibration criteria and intended uses.
- Establish recommended extents of modeled network for the existing sanitary sewer collection system.
- Use existing City GIS layers to develop a hydraulic model of the existing sanitary sewer collection system.
- For modeled pumping facilities, confirm current pump station operations from City provided data and incorporate pump curves and operational parameters into the model.
- Define and develop model boundary conditions.
- Develop and apply dry weather flow loadings to each parcel utilizing historical water billing records.

Deliverables

- Electronic copy of the modeled hydraulic network in GIS format.

Assumptions

- Sanitary sewer hydraulic model and analysis shall only include pipe sizes 10-inch in diameter and greater. City may request areas with pipes smaller than 10-in diameter to be included in the hydraulic model.
- Where necessary, HDR may infer data related to pipe invert elevations using engineering judgement.
- Additional asset data, limited to rim, invert, pipe sizes, if needed, will be gathered by the City.
- Roots, sags, and other pipeline defects will not be reflected in the hydraulic model.
- Dry weather flow loadings will be taken from parcel level water billing records captured during the previous year winter season.

Task 500 — Hydraulic Model Calibration and Validation

HDR will calibrate the existing conditions model to observed dry and wet weather flows utilizing historical and new flow metering, rain gauge, and pump station data, as available. Enhanced detail will be provided in the northeast upstream of the Mission Farms Pump Station due to elevated I/I risk.

Activities for this task will include:

- Import historical flow monitoring records, review data for quality issues.
- Estimate average dry weather flow (ADWF) and peak dry weather flow (PDWF) for each metershed.
- Generate diurnal patterns either by metershed or by land use type, depending on data availability and metershed characteristics.
- Conduct dry weather calibration for up to two 7-day dry weather periods to calibrate the model to typical dry weather flow conditions.
- Conduct wet weather calibration for up to five wet weather events that exceed a peak 1-hr intensity of at least 0.25 in/hr.
- Conduct quality control validation runs to confirm model performance.
- Prepare a draft and final model calibration technical memorandum to document tasks performed and final calibration outcomes.

Deliverables

- One draft and one final version of Model Development and Calibration Technical Memorandum.
- Electronic copy of the modeled hydrologic flow loadings in GIS format.

Assumptions

- Flow monitoring will be performed during Spring/Summer 2026, the hydraulic model will be calibrated to this data where appropriate.
- Historical flow monitoring (prior to 2026) may be used at select locations to supplement buildout of the model.
- Population (residential flows) will be applied using 2020 census data.
- City to provide commercial/industrial flow data where possible.
- If the flow monitoring period does not capture enough qualifying wet-weather events to meet the wet-weather calibration criteria, wet-weather calibration will not be performed under this scope and will be deferred until additional flow monitoring is completed in a future season under a separate authorization.
- City will provide comments on the Technical Memorandum within two weeks of receipt.

Task 600 — Existing Conditions Capacity Assessment

HDR will evaluate the sanitary sewer system capacity under existing dry and wet weather conditions, both for conveyance capacity and lift station capacity to identify capacity constraints and area of high I/I. Activities for this task will include:

- Conduct capacity assessment model runs for up to two scenarios: dry weather flow and one wet-weather event.
- Identify segments of pipe that have current capacity issues based upon the flows generated.
- Generate RDII metrics using calibrated hydraulic model to identify areas of high I/I.
- Prepare an Existing Conditions Capacity Assessment Technical Memorandum.

Deliverables

- One draft and one final version of Existing Conditions Capacity Assessment Technical Memorandum.

Assumptions

- Capacity improvement costs or recommendations will not be provided in this scope of work.
- City will provide comments on the Technical Memorandum within two weeks of receipt.

Task 700 — Comprehensive Plan Support

HDR will assist the City with preparation of the City's Comprehensive Plan, as required by Metropolitan Council, and will provide on-call support for the sanitary sewer portion of the report, as needed. A limited number of full build-out development scenarios will be evaluated at the discretion of the City, based on City planning efforts and direction provided by others. For the purposes of this scope of work and level of effort, activities associated with this task are anticipated to include:

- Conduct a limited number of development and redevelopment future build-out capacity scenarios based on anticipated growth over the next 10 to 15 years.
- Provide miscellaneous support to the City for development of the sanitary sewer portion of the Comprehensive Plan, which may include meeting attendance and technical writing support.

Deliverables

- One draft and one final version of a Limited Future Conditions Capacity Assessment Technical Memorandum.

Assumptions

- Up to 100 hours is anticipated for conducting development and redevelopment future build-out capacity scenarios.
- Up to 40 hours is anticipated for providing miscellaneous support related to the sanitary sewer portion of the Comprehensive Plan.
- Capacity improvement cost recommendations will not be provided in this scope of work.
- City will provide comments on the Technical Memorandum within two weeks of receipt.

Schedule

The following schedule is anticipated. Assuming Notice to Proceed is issued by May 1, 2026, the work is to be completed by March 1, 2027.

- Task 100 — Project Management and Coordination.....May 1, 2026 – Dec 31, 2026
- Task 200 — Data Collection and Review.....May 15, 2026 – Aug 15, 2026
- Task 300 — Rainfall Derived Inflow/Infiltration Analysis.....Jul 15, 2026 – Sept 15, 2026
- Task 400 — Existing Conditions Model Development..... May 15, 2026 – Aug 15, 2026
- Task 500 — Hydraulic Model Calibration and Validation.....Aug 15, 2026 - Oct 31, 2026
- Task 600 — Existing Conditions Capacity Assessment.....Nov 1, 2026 - Dec 31, 2026
- Task 700 — Comprehensive Plan Support.....Jul 1, 2026 - Mar, 2027

Fee

The proposed scope of work will be performed on a Time and Materials basis with a Not-to-Exceed Fee of \$228,825 (**Table 1**). The Total Fee was derived from HDR's labor rates times a multiplier to cover overhead costs. The total fee below reflects hourly billing rates through the anticipated completion date of March 2027. The billing rates are adjusted to reflect equitable changes to the compensation payable to personnel. Expenses shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation, travel, printing, shipping, subconsultant services, and other expenses incurred.

CITY OF PLYMOUTH

RESOLUTION No. 2026-110

RESOLUTION DESIGNATING CONSULTING ENGINEER FOR DEVELOPMENT OF A COMPREHENSIVE SANITARY SEWER MODEL

WHEREAS, the city has elected to complete supplemental technical studies to support the 2050 Comprehensive Plan; and

WHEREAS, Resolution 2026-050 identified a budget of \$300,000 for the sanitary sewer plan as part of the 2050 Comprehensive Plan; and

WHEREAS, HDR Engineering, Inc. submitted a proposal demonstrating appropriate expertise and understanding of the city's sanitary sewer system needs; and

WHEREAS, staff recommends that HDR Engineering, Inc. be designated as the consulting engineer for this project.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that HDR Engineering, Inc is designated as the city's consulting engineer for development of a comprehensive sanitary sewer model in the amount of \$228,825.

APPROVED by the City Council on this 28th day of April, 2026.

To: Dave Callister, City Manager

Prepared by: Joe Shamla, Assistant City Engineer

Reviewed by: Michael Thompson, Public Works Director

Item: **Designate engineer for the Vinewood Lane Improvement Project (ST279005)**

1. Action Requested:

Adopt attached resolution designating engineer for the Vinewood Lane Improvement Project (ST279005).

2. Background:

The project includes improvements to Vinewood Lane from Rockford Road to Northwest Boulevard (see attached map). Improvements consist of reconstruction of Vinewood Lane from Rockford Road to the Holiday/Sunshine Factory intersection, and full-depth pavement reclamation for the remaining segment north to Northwest Boulevard. Consistent with feedback received at the February 10 City Council meeting, the existing four-way stop-controlled intersection at Holiday/Sunshine Factory would be converted to a roundabout.

Sidewalk and/or trail facilities will be constructed on both sides of Vinewood Lane from Rockford Road to the mall entrance near Kohl's, with a trail continuing north to Northwest Boulevard. The project also includes storm sewer improvements and miscellaneous utility work.

This project is included in the 2025–2034 Capital Improvement Plan (CIP), with construction originally scheduled for 2026. Construction has since been shifted to 2027 to accommodate the time necessary for right-of-way acquisition associated with the proposed roundabout.

A Request for Proposals was solicited for final design services, including preparation of a feasibility report, public engagement, private utility coordination, permitting, final

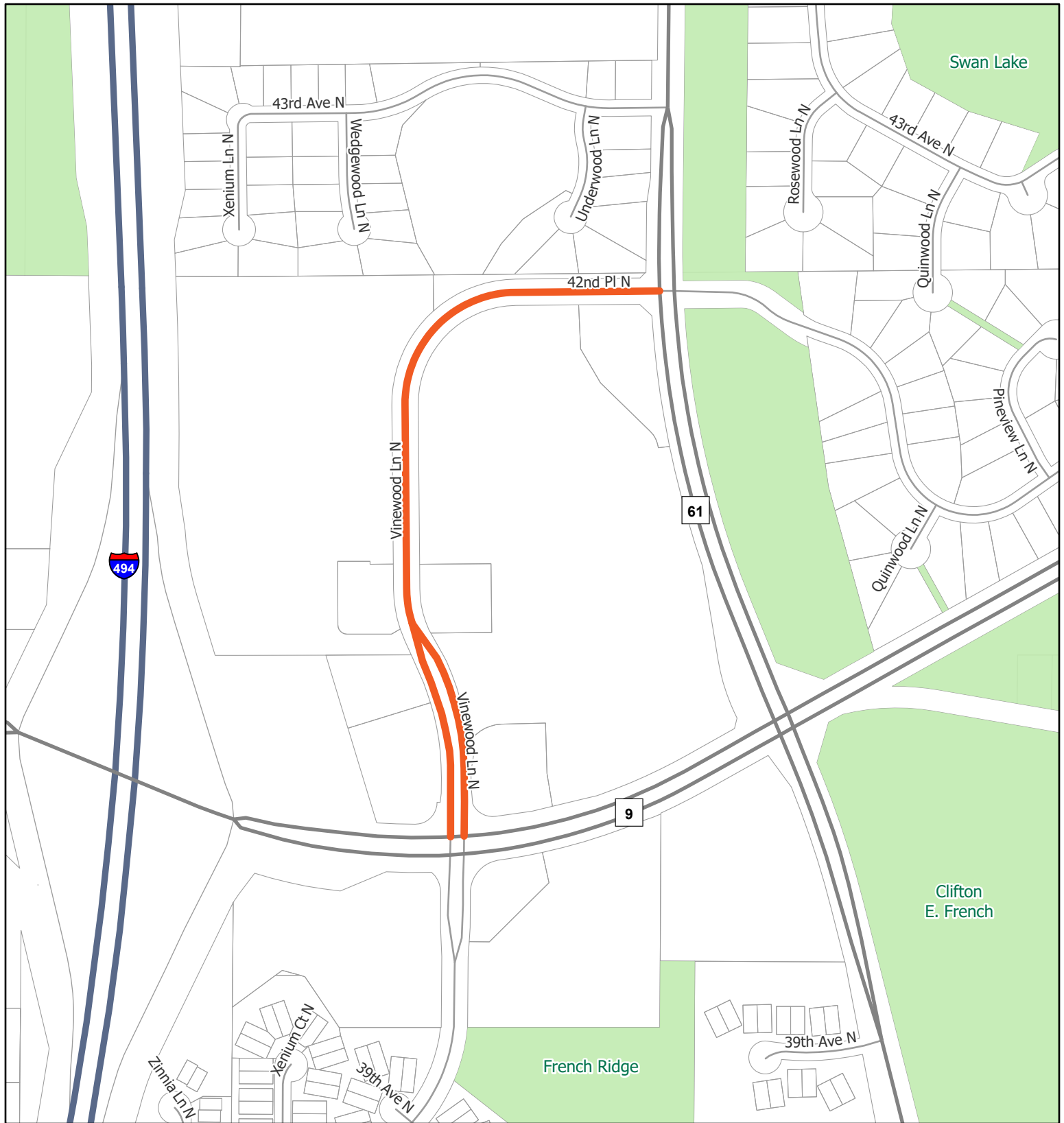
design, bid document preparation and bidding assistance. The proposal submitted by Alliant Engineering, Inc. demonstrates a strong understanding of the project. Alliant has proposed a fee of \$352,313 to complete final design and assist with bidding. Staff has reviewed the proposed scope, fee, and estimated hours, and finds them comparable to similar recent consultant-designed projects. Alliant has assembled a project team with the experience necessary to successfully deliver the project and has completed similar work for the city, including preliminary engineering for this project. Staff recommends designating Alliant Engineering, Inc. as the engineer for this project.

3. Budget Impact:

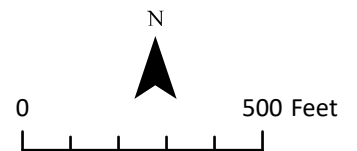
The estimated cost of the Vinewood Lane Improvement Project is \$4,200,000.

4. Attachments:

1. Location Map
2. Agreement
3. City Council Resolution 2026-111



— Project Area



Vinewood Lane Improvements Project City Project #ST279005



AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made on the **28th day of April 2026**, between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation (“CITY”), and **ALLIANT ENGINEERING, INC.**, a Minnesota corporation (“ENGINEER”).

The CITY and the ENGINEER agree as follows:

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

- A. This Agreement for Engineering Services.
- B. ENGINEER’s Proposal for Professional Services for **Vinewood Lane Improvements**, submitted on **April 17, 2026** (attached).
- C. ENGINEER’s Current Hourly Fee Schedule.

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

2. **Compensation.** ENGINEER shall be paid by the CITY on an hourly basis in accordance with the hourly fee schedule but not to exceed **\$352,313.00** inclusive of reimbursable expenses as reflected in the estimate of cost exhibit in the **Proposal for Vinewood Lane Improvement Project**. The not to exceed fees shall not be adjusted if the estimated hours to perform a task, the number of estimated required meetings or any other estimate or assumption is exceeded.
3. **Optional Services.** Not applicable.
4. **Method of Payment.** ENGINEER may request progress payments as the work is performed. The CITY will normally make payment within thirty-five (35) days of receipt of a properly itemized bill.
5. **Change Orders.** All change orders, regardless of amount, must be approved in advance and in writing by the CITY. No payment will be due or made for work done in advance of such approval.
6. **Standard of Care.** ENGINEER shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. No other warranty, expressed or implied, is included in this Agreement or in any drawing, specification, report, or opinion

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

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

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

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

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

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

CITY OF PLYMOUTH

ALLIANT ENGINEERING, INC.

By: _____

By: _____

Jeffry Wosje
Mayor

Eric Nelson
Principal

By: _____

Dave Callister
City Manager

REVIEWED BY: _____

Michael Thompson, PE
Public Works Director

RE: Proposal for Vinewood Lane Improvements Project

Dear Mr. Shamla:

Alliant Engineering appreciates the opportunity to continue our work with the City of Plymouth on Vinewood Lane and provide final design services for the project. Based on our previous conversations and the background information you provided, we have prepared the following scope of services. The sections below describe each major task along with key assumptions, information or participation needed from the city, and major deliverables. A detailed spreadsheet documenting the hours and fee associated with each task is also included with this letter.

April 17, 2026

Joe Shamla, PE
Assistant City Engineer
City of Plymouth
3400 Plymouth Boulevard
Plymouth, MN 55447

Alliant Engineering, Inc.
733 Marquette Avenue Suite 700
Minneapolis, MN 55402
612.758.3080
www.alliant-inc.com

PROJECT UNDERSTANDING

Rehabilitation of Vinewood Lane was originally intended to be part of the city's 2026 Pavement Rehabilitation Project. As preliminary design alternatives were evaluated, it became apparent that right-of-way acquisition would be needed and that construction needed to be shifted to 2027.

The intersection of Vinewood Lane and two private commercial entrances was evaluated for several improvements. Ultimately, the selected preferred alternative is a roundabout at this location. Other roadway improvements will include narrowing Vinewood Lane north of the roundabout to provide improved trail facilities and reduce stormwater runoff.

The project is expected to be advertised for bids in winter 2026/2027 and constructed during the 2027 construction season.

SCOPE OF SERVICES

TASK 1 – PROJECT MANAGEMENT

Eric Nelson will be the Project Manager for the Alliant Team and will serve as the single point of contact for the city. Eric will coordinate all aspects of the design and lead any meetings needed with property owners or external agencies. In addition to preparing monthly progress reports and invoices, Eric will also conduct bi-weekly Microsoft Teams meetings with the City Project Manager to provide status updates and discuss any design or schedule issues.

Our scope and fee also include up to two meetings as needed with external agencies, private property owners, or internal City staff.

CITY OF PLYMOUTH RESPONSIBILITIES:

- Participate in bi-weekly update meetings.
- Participate in property owner or agency meetings.

CONSULTANT DELIVERABLES:

- Monthly progress reports and invoices
- Agendas and minutes for property owner or agency meetings

Design Fee for Task 1: \$11,940

TASK 2 – PUBLIC ENGAGEMENT

The City will set up and host a project website to provide updates throughout the process. We will update the project layout with the 60%, 90%, and 100% plans to reflect any changes from the previous version and provide the city with an updated layout to be added to the website. We will also coordinate distribution of each updated layout to the nearby business owners, with a request to provide any comments or input.

Our scope assumes two open houses will be conducted for this project. The following information is expected to be presented at each meeting:

- Open House Meeting 1: When the design is approximately 60% complete, Open House Meeting 1 will provide an overview of the project improvements and general expectations for construction.
- Open House Meeting 2: When the design is approximately 90% complete, Open House Meeting 2 will inform the public about the final design plans with particular focus on items of interest identified in the first open house meeting. More detailed information, if available, will be provided regarding construction staging and phasing for the project.

Our scope and fee to support these tasks include the following assumptions:

- Alliant will prepare a mailing to promote each meeting and will coordinate distribution of the mailing. The mailing will be on City letterhead and will use city-provided envelopes. All printing and mailing will be performed by Alliant.
- The City will lead a formal presentation at each meeting. Alliant will prepare sign-in sheets, comment cards, layouts, poster boards, or other graphics needed to support the presentation.
- Alliant project manager Eric Nelson and up to one additional staff member will attend each meeting to support City staff in describing the project and addressing concerns.
- A written document summarizing the public feedback received and general information on level of participation will be prepared shortly after the meeting.

CITY OF PLYMOUTH RESPONSIBILITIES:

- Identify and secure venue for each open house meeting.
- Prepare and lead presentations at open house meetings.

CONSULTANT DELIVERABLES:

- Prepare and distribute mailings in advance of each open house meeting.
- Visual aids to support open house presentations
- Attend and support City staff at open house meetings
- Open House Meeting Summary Documents

Design Fee for Task 2: \$15,520

TASK 3 – RIGHT-OF-WAY ACQUISITION

Seven parcels were identified as requiring land acquisition during the preliminary design process. Alliant will retain Henning Professional Services (HPS) as a subcontractor to coordinate the acquisition process on behalf of the city. HPS will retain Patchin Messner Valuation Counselors as a subcontractor to perform the required appraisals on the parcels.

Task 3.1 - Coordination and Property Owner Meetings

Eric Nelson will coordinate the easement acquisition process with HPS, Alliant survey staff, and the design team and provide the City with routine updates on acquisition process. He will coordinate any adjustments needed to the design or the easement documentation as the process unfolds and will serve as the single point of contact for the City. Eric will also join HPS staff at a meeting with each property owner to describe the trail design and answer any technical questions.

CITY OF PLYMOUTH RESPONSIBILITIES:

- Attend property owner meetings as requested by Alliant or HPS.

Task 3.2 – Property Boundary and Easement Documentation

Alliant will prepare a parcel sketch for each parcel with an aerial photo background showing the mapped property boundary and any existing easements or other land rights. We will review the title work for the seven affected properties and will update property boundary and easement information after reviewing the title documentation.

Alliant will also prepare legal descriptions for the permanent and temporary easement areas required. The parcel sketches and legal descriptions will be provided to the City to serve as Exhibits in legal easement documents prepared by the City or their external legal counsel.

Alliant survey crews will stake the proposed easements prior to the start of the Field Title and Appraisal site visits.

CITY OF PLYMOUTH RESPONSIBILITIES:

- Prepare easement documents using parcel sketches and legal descriptions prepared by Alliant.

CONSULTANT DELIVERABLES:

- Parcel sketches and easement legal descriptions
- Field staking of proposed easements

Task 3.3 – Appraisal and Acquisition Services

The proposal from Henning Professional Services, including appraisal services from Patchin Messner Valuation Counselors, is included as Appendix B. The proposal assumes that only City funds will be used for this project based on previous discussions with City staff.

CITY OF PLYMOUTH RESPONSIBILITIES:

- See City responsibilities listed in HPS Proposal (Appendix B, Assumptions section).

CONSULTANT DELIVERABLES:

- See deliverables listed in HPS Proposal (Appendix B, Assumptions section).

Design Fee for Task 3 (Alliant only): \$15,510

TASK 4 – DESIGN AND PLAN PREPARATION

The following sections describe our scope and approach for other aspects of the preliminary design phase.

Task 4.1 – Topographic Survey and Basemapping

Alliant collected topographic survey for Vinewood Lane during the preliminary phase of the 2026 Street Rehabilitation project. The hours and fee shown are for collecting additional survey data for any areas identified requiring additional information.

CONSULTANT DELIVERABLES:

- Provide updated project base map in AutoCAD Civil 3D format.

Task 4.2 – Geotechnical Evaluation

Braun Intertec performed a geotechnical evaluation for Vinewood Lane as part of the 2026 Street Rehabilitation project. Based on the nature of the adjoining properties and contamination discovered on other nearby projects, Braun Intertec will perform additional soils investigations near the proposed roundabout. Their additional work will include additional soil borings, a corridor-based Phase I Environmental Site Assessment (ESA) for Vinewood Lane, and a Limited Phase II ESA for the roundabout area. A copy of the Braun Intertec proposal is included with this proposal as Appendix C. The findings from the previous geotechnical evaluation and those from the additional work will be combined into a standalone Geotechnical and Environmental Report for Vinewood Lane.

CITY OF PLYMOUTH RESPONSIBILITIES:

- See City responsibilities listed in Braun Intertec Proposal (Appendix C).

CONSULTANT DELIVERABLES:

- Draft and Final Geotechnical and Environmental Report

Task 4.3 – Utility Coordination

Our scope and fee include three utility coordination meetings to coincide with the 30%, 60%, and 90% plan submittals, including preparation of agendas and meeting minutes. The intent for each meeting is as follows:

- 30% plan meeting – build awareness of the project, verify accuracy and completeness of mapped utilities.
- 60% plan meeting – Identify any planned upgrades or replacements within the project area, discuss identified potential conflicts with the design.
- 90% plan meeting – provide required deadlines for utility owners to complete relocations, discuss and coordinate relocation plans.

CITY OF PLYMOUTH RESPONSIBILITIES:

- Attend utility coordination meetings.

CONSULTANT DELIVERABLES:

- Utility coordination meeting agendas and minutes.

Task 4.4 – Stormwater Management Coordination

The project falls within the boundary of the Bassett Creek Watershed Management Commission (BCWMC) and will require a project review based on the expected amount of disturbed area and reconstructed impervious

surface. Our scope and fee assume that stormwater runoff will be routed to existing best management practices (BMPs) and that no additional permanent BMPs will be required. We have included hours for two meetings with city staff and BCWMC staff. The first meeting (a pre-application meeting) will review the project, highlight the constraints/infeasibility of new permanent stormwater BMPs as needed, and discuss any site-specific content needed for the project review application. The second meeting will review any follow-up design considerations for BCWMC staff concurrence prior to submittal for project review.

CITY OF PLYMOUTH RESPONSIBILITIES:

- Attend meetings with BCWMC.

CONSULTANT DELIVERABLES:

- BCWMC meeting documentation.

Task 4.5 – Develop 30%, 60%, and 90% Draft Plans

We will develop plans based on the provided city standards and our previous experience on projects for the City. Following each draft submittal, we will respond to city comments in a written document or directly in a Bluebeam Studio session if preferred and conduct comment resolution meetings with city staff as needed. Cost estimates will be provided with the 60% and 90% draft submittals.

CITY OF PLYMOUTH RESPONSIBILITIES:

- Review and comment on draft submittals.

CONSULTANT DELIVERABLES:

- 30% Draft Plans
- 30%, 60% and 90% Draft Plans and cost estimates

Design Fee for Task 4 (Alliant only): \$119,660

TASK 5 – FEASIBILITY REPORT

Alliant will prepare a Feasibility Report with information consistent with City of Plymouth standards and as required by the Minnesota 429 statute for special assessments. The Feasibility Report will be based on the 90% design and cost estimate. A preliminary assessment roll will be prepared based on the 90% design and estimated cost. The final roll will be updated based on bids received and available for viewing at a public meeting held prior to adoption of the assessment roll and prior to construction.

CITY OF PLYMOUTH RESPONSIBILITIES:

- Review and comment on draft Feasibility Report.

CONSULTANT DELIVERABLES:

- Draft and final Feasibility Report

Design Fee for Task 5: \$11,280

TASK 6 – FINAL CONSTRUCTION DOCUMENT PREPARATION

Following City review of the 90% plans, we will proceed with preparing final construction plans and technical specifications for the proposed design. City of Plymouth standard plates and specifications will be used whenever possible to standardize the design and construction. We will also prepare a Project Manual, including technical specifications, based on the City's template document and our experience with previous projects. A Final Engineer's Estimate of Probable Cost will be included with the final submittals.

We will also secure the required BCWMC approval for the project. Our plans will include the required SWPPP to accompany the expected NPDES permit.

CITY OF PLYMOUTH RESPONSIBILITIES:

- Review and comment on Construction Documents.

CONSULTANT DELIVERABLES:

- 100% final signed plans, Project Manual, and Engineer's Opinion of Probable Cost

Design Fee for Task 6: \$22,660

TASK 7 – BIDDING ASSISTANCE

Following final approval of the construction documents, we will facilitate the online bidding process through QuestCDN. Our team will post bidding documents, respond to contractor inquiries, and issue clarifications/addenda as needed, and host an online bid opening. Following the bid opening, we will provide a Bid Abstract and Tabulation and any other supporting documentation needed for the City to award a construction contract.

CITY OF PLYMOUTH RESPONSIBILITIES:

- Review and comment on Advertisement for Bids.

CONSULTANT DELIVERABLES:

- Draft and final Advertisement for Bids
- Bid Abstract and Tabulation

Design Fee for Task 7: \$4,880

Subtotal of Design Fees	\$201,450
Subconsultant Fees (HPS and Braun Intertec)	\$141,263
Miscellaneous Expenses	\$9,600
Total Project Fee	\$352,313

SCHEDULE

The following is an estimate of our schedule based on the available information. We will be flexible and can adjust this schedule to meet the City's needs.

- Notice to Proceed — April 29, 2026
- 30% Draft Plans to City – June 2026
- 60% draft plans to City — August 2026
- First Open House Meeting – September 2026
- 90% draft plans and Feasibility Report to City – November 2026
- Second Open House Meeting – November 2026
- 100% Construction Documents ready for bidding – January 2027
- Council authorization to bid – February 2027
- Right-of-way acquisition complete (title and possession awarded) – April 1, 2027

KEY STAFF

The Alliant design team will consist of the following individuals:

- **Eric Nelson, PE** — Project Manager
- **Dan Ekrem, PLS** — Survey and Right-of-Way Documentation Lead
- **Cole Adams, PE** — Design Lead

We again thank you for the opportunity to work with the city on this project and are ready and eager to get started. If you have any questions about this scope and fee or want to discuss in further detail, please contact me at the email address or phone number listed below.

Sincerely,

Alliant Engineering, Inc.



Eric Nelson, PE
Project Manager

✉ **EMAIL** enelson@alliant-inc.com
☎ **DIRECT** 612.767.9380

Building better communities with excellence and passion

Exhibit A - Detailed Alliant Fee Estimate

City of Plymouth - Vinewood Lane Improvements Project Hours and Fee Estimate

Task	Description	Principal/ Project Manager	Associate	Professional Engineer	Graduate Engineer	Graphic Designer/ Admin	Survey Office Technician	2-person Survey Crew	TEAM TOTAL	TASK TOTAL COST
		Nelson	Ekrem	Adams						
1.0	Project Management	42	0	4	0	0	0	0	46	\$11,940.00
1.1	Routine project management (1)	24							24	\$6,480.00
1.2	Bi-weekly check-ins with City Project Manager (2)	12							12	\$3,240.00
1.3	Meetings with external agencies and/or City staff (3)	6		4					10	\$2,220.00
2.0	Public Engagement	16	0	32	0	64	0	0	112	\$15,520.00
2.1	Layout updates and distribution of layouts to businesses	2		24					26	\$4,140.00
2.2	Develop and mail letter promoting open houses	4				32			36	\$4,280.00
2.3	Prepare graphics and supporting materials for open houses	4		4		32			40	\$4,880.00
2.4	Attend open houses (4)	4		4					8	\$1,680.00
2.5	Meeting summary documents	2							2	\$540.00
3.0	Right-of-Way Acquisition (5)(6)	18	14	18	28	0	0	8	86	\$15,510.00
3.1	Coordination and property owner meetings	16		4					20	\$4,920.00
3.2	Property boundary and easement documentation	2	14	14	28			8	66	\$10,590.00
3.3	Appraisal and acquisition services	Subcontract with Henning Professional Services listed as Direct Expense								
4.0	Design and Plan Preparation	34	4	342	448	0	8	24	860	\$119,660.00
4.1	Topographic survey and basemapping		4	2			8	24	38	\$7,960.00
4.2	Geotechnical evaluation (7)	Subcontract with Braun Intertec listed as Direct Expense								
4.3	Utility coordination (8)	6		12	48				66	\$8,940.00
4.4	Stormwater management coordination	4		8					12	\$2,280.00
4.5	Develop 30%. 60% and 90% draft plans (9)(10)(11)	24		320	400				744	\$100,480.00
5.0	Feasibility Report	24	0	32	0	0	0	0	56	\$11,280.00
5.1	Prepare draft and final Feasibility Report	24		32					56	\$11,280.00
6.0	Final Construction Document Preparation	18	0	88	40	0	0	0	146	\$22,660.00
6.1	Prepare 100% plans, Project Manual, and EOPC for City review	16		80	40				136	\$20,920.00
6.2	Obtain project permits (12)	2		8					10	\$1,740.00
7.0	Bidding Assistance	8	0	12	8	0	0	0	28	\$4,880.00
7.1	Post documents to QuestCDN and host online bid opening	4							4	\$1,080.00
7.2	Respond to contractor questions, prepare clarifications/addenda			8	8				16	\$2,120.00
7.3	Compile Bid Abstract and supporting contract documentation	4		4					8	\$1,680.00
	PROJECT TOTAL HOURS	160	18	528	524	64	8	32	1334	
	Hourly Billing Rates	\$ 270.00	\$ 195.00	\$ 150.00	\$ 115.00	\$ 100.00	\$ 110.00	\$ 250.00		
	DIRECT LABOR	\$43,200.00	\$3,510.00	\$79,200.00	\$60,260.00	\$6,400.00	\$880.00	\$8,000.00	\$201,450.00	
	SUBTOTAL LABOR COST									201,450.00

Direct Expenses:	
Subconsultant - Henning Professional Services (5)	\$100,300.00
Subconsultant - Braun Intertec - Geotechnical (8)	\$40,963.00
Permit fees (BCWMC and NPDES)	\$7,500.00
Title fees	\$2,000.00
Mileage	\$100.00
SUBTOTAL DIRECT EXPENSES	\$150,863.00

PROJECT COST NOT TO EXCEED	\$352,313.00
-----------------------------------	---------------------

Notes:

- (1) Includes monthly progress reports and invoices. Design process duration is assumed to be April 2026 through March 2027 (12 months).
- (2) Assumes a Teams meeting or phone call. Two 30-minute meetings per month, April 2026 through March 2027.
- (3) Includes up to two meetings with property owners or stakeholders. Agenda and minutes will be prepared for stakeholder meetings.
- (4) Assumes two open house meetings attended by two Alliant staff members.
- (5) Hours listed are for Alliant Engineering only. Fee estimate for HPS listed as reimburseable expense. See attached proposal from HPS in Appendix B.
- (6) Seven parcels are assumed for estimating purposes.
- (7) See attached proposal from Braun Intertec in Appendix C.
- (8) Hours include three utility coordination meetings.
- (9) Hours based on the preliminary layout developed for the preferred alternative.
- (10) Hours assume city utility design will be limited to isolated repairs. Larger scale replacements or upgrades will be negotiated as a supplemental agreement.
- (11) Hours assume no stormwater BMPs will be constructed and that BCWMC requirements will be met through reduction of impervious area and possible soil amendments.
- (12) NPDES permit and project review by BCWMC.



PO Box 25376
Woodbury, MN 55125
651.955.5594

March 16, 2026

Mr. Eric Nelson, PE
Alliant

Re: Right of Way Services Scope and Fee - Rockford Rd. and Vinewood Ln. – City of Plymouth

Dear Mr. Nelson,

I am pleased to offer right of way acquisition services to assist the City of Plymouth with securing the land rights for the roundabout project at Rockford Road and Vinewood Lane. It is my understanding that this is a locally funded project and acquisition services are required for up to seven parcels. Please see list of assumed parcels, attached. I have assembled a solid acquisition team who has delivered numerous projects together in the past. Acquisition services will be provided by my firm and appraisal services will be provided by Patchin Messner Valuation Counselors.

Our team is proposing to provide the following scope of services:

Right of Way Agent Services:

- a) Maintain and provide acquisition spread sheets for information on acquisition
- b) Attend an open house and PMT meetings, as needed
- c) Early Notification letter to owner with formal project information and property rights
- d) Contact the landowner and schedule Field Title Investigation meeting
- e) Conduct Field Title Investigation and complete Report, coordinating with Appraiser
- f) Work closely with the City and designer related to landowner questions and project details
- g) Prepare offer letter and packet for each parcel
- h) Present offer of compensation
- i) Negotiate purchase of the easements
- j) Draft Administrative Settlements as appropriate
- k) Obtain signed easements and provide executed documents to City
- l) Draft and submit Pay Request for payment to owner
- m) Process appraisal reimbursements for landowners, as needed
- n) This task will also provide coordination with the City's Attorney who will provide the conveyance documents and other required legal documents and lender consents

Appraiser and Review Appraiser Services:

Patchin Messner Valuation Counselors will provide appraisals for the project. See attached itemized spreadsheet of parcels, fees and any assumptions. A review appraiser will be selected from the MnDOT approved list, based upon actual schedule, subject to City approval.

Assumptions:

- a) The City or their design consultant will provide the title work, parcel sketches, staking and survey services needed.
- b) Henning Professional Services, Inc. (HPS) is not a law firm and does not provide legal services. The City's Attorney will provide legal documents such as deeds, easements, consents, disclaimers, etc., as required. The CA will also review title work and ensure that all interested parties are defined and listed prior to the agent meeting with the landowner.
- c) HPS is also not a survey firm and does not provide survey services, review or interpretation.
- d) The City will provide review of any permits required (fence, sign, etc.) and request and issue permits as required.
- e) The City will record all documents that they would like recorded.
- f) The City will provide all tax forms such as 1099's.
- g) The City's Attorney will provide all eminent domain tasks, if needed. HPS assistance would be limited to providing all information and files in HPS's possession and to strategize with Attorney, if requested.
- h) This estimate includes the time to acquire an assumed one lender consent per permanent easement parcel, if needed. Lender processing fees are not included in this estimate. We assume that lender consents will not be needed for temporary easement only parcels.
- i) Closing fees for any fee takings to be paid by the City.
- j) We are assuming the acquisitions are either permanent easements or temporary easements, and not fee title acquisitions.
- k) This estimate only includes relocation services for 2 sign relocations (Sunshine Factory and Rockford Pointe) but no other relocation services.
- l) This estimate does not provide translation services for any non-English speaking. Fees for translation services, including the American Sign Language, would be paid for by the City.

Estimated Fee:

Right of way agent services are provided on an hourly basis only for hours required. We are making a blind assumption that parcels 1/4/7, which all have the same owner, will be less work than three, separate owners, however there is some additional work given the separate offers and settlements that need to be made for each of the three parcels. The proposed fee is estimated for the above scope of services:

HPS Right of Way Agent Fees (\$6,500/parcel x 4 parcels (2,3,5,6))	\$26,000
HPS Right of Way Agent Fees (parcels 1/4/7 – same owner, 3 offers)	\$13,000
This includes all tasks listed under “agent” above.	
Right of Way Project Manager Services/Meetings, review, etc.	\$ 3,360
Sign Relocation (2 signs x \$2,500 for average sign complexity)	\$ 5,000
Appraisal Fee –Patchin Messner (see attached)	\$47,000
Appraisal Review Fee – estimated at \$750 x 7 parcels	\$ 5,250
HPS Estimated Expenses:	
Certified mail /Postage (7 parcels x 60)	\$ 420
Mileage estimate	\$ 300

Estimated Fee	\$100,330
---------------	------------------

Please contact me at 651-955-5594 with any questions. Thank you for the opportunity to provide this proposal.

Sincerely,
Henning Professional Services, Inc.



Sonya A. Henning, PE
President

City of Plymouth - Intersection at Rockford Road and Vinewood Lane Project

Par No.	Property Address	PID	Property Owner	Type of Property	Comments/Assumptions	PMVC Quote
1	4100 Vinewood Lane N	1511822130006	Fw Mn-Rockford Road LLC	Commercial	Impacts to Parking/Before and After As Improved	\$8,500
2	4105 Vinewood Lane N	1511822130010	Rockford Pointe LLC	Commercial	Impacts to Parking/Before and After As Improved	\$8,500
3	4075 Vinewood Lane N	1511822130004	Holiday Stationstores LLC	Commercial	Impacts to Parking/Before and After As Improved	\$10,500
4	4190 Vinewood Lane N	1511822130009	Fw Mn-Rockford Road LLC	Commercial	Land Only Plus Affected Site Improvements	\$6,500
5	4175 Vinewood Lane N	1511822130011	Dayton Hudson Corp.	Commercial	Land Only Plus Affected Site Improvements	\$6,000
6	4200 Underwood Ln N	1511822120049	Kaitlin Renee Clark	Residential	Land Only Plus Affected Site Improvements	\$2,500
7	Address Unassigned	1511822130007	Fw Mn-Rockford Road LLC	Unbuidable Remnant	Land Only Plus Affected Site Improvements	\$2,500

Fee quote based on the following assumptions:

Plus: meetings/contingency \$2,000

- 1) Impacted signage will be handled seperately as relocations items.
- 2) City will repair all impacted sprinkler systems or the owner will be seperately compensated.
- 3) City will maintain two way access to all curb cuts during construction.

Total \$47,000

March 27, 2026

Proposal 10009513_001

Eric Nelson, PE
Alliant Engineering, Incorporated
733 Marquette Ave Ste 700
Minneapolis, MN 55402

Re: Proposal for a Geotechnical Evaluation and Environmental Consulting Services
Vinewood Lane – 2026 Plymouth Pavement Rehabilitation
Vinewood Lane North
Plymouth, Minnesota

Dear Mr. Nelson:

Braun Intertec Corporation (Braun Intertec) submits this proposal to complete a geotechnical evaluation and environmental consulting services for Vinewood Lane – 2026 Plymouth Pavement Rehabilitation at the referenced site.

Project Information

Per the RFP provided by Alliant Engineering, Incorporated we understand the proposed project will include the construction of a roundabout and storm sewer modifications on Vinewood Lane in Plymouth, Minnesota. We previously completed a geotechnical evaluation that included this segment of roadway titled *City of Plymouth 2026 Street Rehabilitation* dated November 3, 2025. As part of the additional scope of work, we will issue a separate geotechnical report that includes only Vinewood Lane, including soil borings and pavement cores from the previous geotechnical evaluation report.

Geotechnical Scope

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the new roundabout on Vinewood Lane.

Geotechnical Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.



Site Access

Based on aerial photographs, it appears that the site is accessible with a GeoProbe mounted drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking

We will stake prospective subsurface exploration locations, as selected by Braun Intertec, and obtain surface elevations at those locations using GPS (Global Positioning System) technology. In order to link the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

Utility Clearance

Prior to drilling, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Permits

We will obtain a right-of-way permit with City of Plymouth prior to beginning our fieldwork. We assume the City will waive permit fees as we will be completing the work for the City.

We assume access to private parcels (if needed) will be coordinated by the City of Plymouth.

Traffic Control

Based on aerial images from Google Earth we anticipate performing the borings within the existing drive lane, turn lanes, and roadway shoulders. We also anticipate the exploration locations will require lane (both thru lane and turn lane) closures alignment to alert motorists to our work area. We are including fees for a subcontractor to provide lane closures at seven locations.

Penetration Test Borings

We propose to drill seven standard penetration test (SPT) and push probe borings for the project. [Table 1](#) provides a summary of the proposed boring locations and depths. We will perform standard penetration tests at 2 1/2-foot vertical intervals.



Table 1. Summary of Proposed Borings

Location	Type	Quantity	Depth (ft)
Roundabout	SPT	4	10
Environmental Sampling	Push Probe	3	14 1/2
Total		7	---

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs. We will then backfill the boreholes immediately following completion of the soil borings.

MDH Notification and Sealing Record

Since our planned exploration will be less than 15 feet in depth, the Minnesota Statutes will not require that we complete any notifications or sealing records. If we extend any of the borings (and soundings/cores) to a depth of 15 feet or greater, the Statutes requires that we seal the boreholes and complete a Sealing Record. If 25 feet or greater, the Statutes also require us to complete a Sealing Notification Form. If the Record or Form are required, we will contact you to discuss the additional fees and sealing requirements.

Borehole Abandonment

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. We do not anticipate having to seal any of the soil borings.

Upon backfilling or sealing exploration locations, we will fill holes in pavements with a temporary patch.

Sealing boreholes with grout will prevent us from disposing of auger boring cuttings in the completed boreholes. Unless you direct us otherwise, we intend to thin-spread the cuttings around the boreholes. If we cannot thin-spread cuttings, we will put them in a container left on site. We can provide off-site disposal of the cuttings for an additional fee.

Over time, subsidence of borehole (core) backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for releveling or re-patching after we complete our fieldwork.



Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing moisture content tests, mechanical analyses (through a #200 sieve only), and Atterberg limits tests. We will adjust the actual number and type of tests based on the results of our borings.

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to structure and pavement design and performance.

Report

We will prepare a geotechnical report for Vinewood Lane including:

- A CAD sketch showing the exploration locations.
- Logs of the soil borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure and pavement subgrades, and the selection, placement, and compaction of fill.
- Recommendations for the design and construction of the proposed Vinewood Lane and associated roundabout.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Environmental Scope

Purpose

The purpose of our Modified Phase I Environmental Site Assessment (ESA) will be to serve as a cost-effective environmental screening tool to identify, to the extent possible, existing sources of contamination (based on



present or former uses) at locations that could impact project construction. The Modified Phase I ESA would also be a Minnesota Pollution Control Agency (MPCA) requirement for obtaining liability assurance (i.e., No Association Determinations) in advance of acquisition of contaminated properties if sought by project partners.

The purpose of the Limited Phase II Drilling Investigation will be to investigate the Corridor for the potential presence, magnitude, and extent of contaminated soil and groundwater that may require management during construction. Data gathered during the Limited Phase II Drilling Investigation will also be used to aid in the design (i.e., engineering controls may include vapor barriers or pond lining to prevent infiltration).

Modified Corridor Phase I Environmental Site Assessment (ESA)

The primary approach used to identify environmental risks will be the timely completion of a corridor assessment using protocols established by Minnesota Department of Transportation's (MnDOT) Office of Environmental Stewardship (OES). This approach will be completed using a modified version of the American Society of Testing and Materials (ASTM) methodology E 1527-21, Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process. The approach is modified from ASTM standards as the Limited Phase I ESA will be conducted along a linear corridor, limited to a 500-foot buffer from the centerline of the proposed alignment, and does not meet all the requirements of ASTM Standard E1527-21 nor All Appropriate Inquiry (AAI). The approach is accepted by the MPCA for contamination management planning and property evaluation when seeking liability assurances.

All properties in the 500-foot buffer will be reviewed and ranked as having a high, medium, or low potential for contamination based on criteria established by MnDOT OES. Rankings will be presented on summary tables, figures, and within the text of the report. Braun Intertec will prepare a Site Data Summary sheet for each site exhibiting a high or medium potential for contamination along the Project corridor and will document how and why the site is given this ranking/classification. These rankings will be based solely on the sites' potential for contamination and not on the sites' locations with respect to proposed construction limits. Site rankings may be adjusted based on evidence collected and professional judgement.

As described in the ASTM Standard for the Phase I ESA process, the Braun Intertec assessment will include review of a regulatory database report, historical documents, completion of interviews where warranted, and a site reconnaissance. Research performed by Braun Intertec will include but not be limited to information obtained during a previously completed desktop review for the corridor, MPCA and Minnesota Department of Agriculture (MDA) files, fire insurance maps, city and county files, Minnesota Geological Survey (MGS) files and/or Minnesota Well Index (MWI) files, historical maps, and aerial photographs. Findings will be included in the Modified Phase I ESA report.

We anticipate the draft Modified Phase I ESA report will be completed within 8 to 10 weeks from the date of written authorization and confirmation of study area. This is based on current turnaround of MPCA file requests. Preliminary findings of the Modified Phase I ESA will be used for preparation of a Limited Phase II Drilling Investigation Work Plan.



We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Limited Phase II ESA Drilling Investigation

A Phase II work plan and Limited Phase II ESA drilling and sampling activities will be dependent on results of the Phase I ESA and available project plans. As a cost savings measure for the project, the investigation will be performed concurrently with the Geotechnical Evaluation. Braun Intertec has assumed the collection of up to eight soil samples and up to three soil vapor or groundwater samples. The soil vapor and/or groundwater samples will be used to determine whether liability assurances would be necessary in advance of right of way acquisition. The Phase II Work Plan will be provided to the Project team for review and approval prior to initiating the drilling activities.

Costs for staking, utility clearance, permits, traffic control, and coring (as necessary) are included as part of the geotechnical Scope of Services.

Soil Screening

During boring activities, subsurface materials encountered at the borings will be monitored by an environmental field professional. Soils will be classified in field and soil discoloration and odors also will be documented, if detected. In addition, soil samples will be screened for the presence of organic vapors with a photoionization detector (PID) using the headspace method of analysis recommended by the MPCA.

Soil Sampling and Analytical Testing

Selected soil samples will be collected and chemically analyzed to determine the presence of impacts. Soil samples will be collected from depth intervals in the unsaturated zone where indications of contamination are observed in the field. If no indications of contamination are observed, the soil samples will be collected from depths most likely to be impacted based on the potential contaminant source or depths likely to be constructed. For the purposes of this proposal, we assume that a maximum of 10 soil samples will be collected and analyzed the following parameters:

- Volatile organic compounds (VOCs) using United States Environmental Protection Agency (EPA) Method 8260
- Polyaromatic hydrocarbons (PAHs) using EPA Method 8270
- Diesel range organics (DRO) using the Wisconsin Department of Natural Resources (WDNR) Method
- Gasoline range organics (GRO) using the WDNR Method
- The eight Resource Conservation and Recovery Act (RCRA) metals using EPA Methods 6020 and 7471

The results of the investigation will be presented within a Phase II Drilling Investigation report. The report will also include implications related to the design/construction of the project. The report will be presented to the project team for review and comment prior to finalization. We will only submit an electronic copy of our



report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

The analyses and provided recommendations will be based on Braun Intertec field observations and the results of laboratory chemical analyses of samples collected for this project. It is important to note that the Braun Intertec investigation is limited to the diameter of the investigation locations and cannot be assumed to be completely representative of the soil (or groundwater) conditions throughout the project.

Groundwater Sampling and Analytical Testing

If groundwater is encountered, temporary monitoring wells will be installed to evaluate groundwater conditions at select locations to evaluate the need for liability assurances in advance of right of way acquisition. The temporary monitoring wells will be installed in up to two of the push-probe soil borings. Prior to sampling the temporary monitoring wells, static groundwater levels in each monitoring well will be measured to the nearest 0.01 foot and recorded. Groundwater samples will be collected using a length of tubing equipped with a check ball valve in accordance with Braun Intertec SOP 311 – Groundwater Sample Collection. Groundwater samples will be placed directly into laboratory-supplied containers, preserved appropriately, and submitted to the laboratory for chemical analysis.

The budget for this task assumes up to two groundwater samples will be collected from the temporary monitoring wells and submitted to the laboratory for analysis of a combination of the following parameters:

- VOCs using EPA Method 8260
- PAHs using EPA Method 8270
- DRO using the WDNR Method
- GRO using the WDNR Method
- Dissolved eight RCRA metals using EPA Methods 6020 and 7470

The results of the investigation will be presented within a Phase II Drilling Investigation report. The report will also include implications related to the design/construction of the project. The report will be presented to the project team for review and comment prior to finalization. We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Soil Vapor Sampling and Analytical Testing

If groundwater is not encountered at depths of 14.5 feet below grade, Braun Intertec will collect at least one soil vapor sample to aid in evaluating the need for liability protections in advance of right of way acquisition.

A single vapor probe will be advanced to depths corresponding to approximately 4 to 5 feet below grade for the collection of the collection of VOCs to determine the presence of a vapor intrusion condition.



Regulatory Assistance and Design Document Support

If contamination is detected during the Phase II Drilling Investigation, Braun Intertec will assist the project designer in preparation of draft contaminated materials contract documents in the form of “Special Provisions for Contaminated Soil and Groundwater” based on available design plans. This will include identifying areas of the project where environmental oversight would be required during construction to assist in the appropriate management and handling of contaminated materials.

If liability assurances are recommended in advance of acquisition of a contaminated parcel, Braun Intertec will prepare a Request for a No Association Determination (NAD) for submittal to the MPCA Voluntary Investigation and Cleanup and/or Brownfield Programs on behalf of the City of Plymouth based on the results of the Phase II Drilling Investigation and proposed ROW acquisitions. The NAD request will be for any potential acquisition areas. As part of the NAD request, the City of Plymouth will be enrolled in the MPCA program(s) as appropriate. Please note, with this enrollment, the MPCA will require an approved RAP/CCP prior to construction, a RAP Implementation Report after construction, and potentially additional project documentation once the project is complete.

If enrollment into the MPCA program(s) is deemed necessary, Braun Intertec will prepare a RAP/CCP for the Project with approval from the Project team. The RAP/CCP will summarize existing environmental data, discuss contamination-related issues affecting the proposed construction, present a framework for managing contaminated media removed/encountered during construction, and describe proposed response actions and required environmental monitoring/testing. Braun Intertec has assumed that at least 60 percent design plans will be available for review in advance of RAP/CCP preparation, and the MPCA will allow one RAP/CCP to cover the Project and parcel with NAD requests. The draft RAP/CCP will be made available to the project team for review in advance of submittal to the MPCA.

Braun Intertec will also provide the following regulatory assistance services as part of this task:

- Preparation of application to enter the Project into the MPCA Voluntary Investigation and Cleanup and/or Brownfield Programs to allow for issuance of the NADs and approval of the RAP/CCP.
- Preparation of a Proposed Actions Letter for submittal to the MPCA program(s) requesting a NAD for soil impacts identified during the Phase II (Threatened or Identified Release). The NAD issued by the MPCA will specify that completion of the Proposed Actions, including completion of the proposed development, will not associate the respective party with the Threatened or Identified Release.
- Correspondence with the MPCA program(s) staff to facilitate review and approval of the RAP/CCP and issuance of the requested NAD.

Verbal results of the NAD request and RAP/CCP will be provided to the project team as they become available. A draft of the RAP/CCP will be made available to the project team for review prior to report finalization.



Costs for Regulatory Assistance do not include MPCA document review fees required for program(s) review. These hours will be billed to the City of Plymouth directly from the MPCA.

Braun Intertec will provide assistance to the project team in their development of the 90 percent plans, construction cost estimate, and incorporation of any environmental comments into the 100 percent plans.

Costs are not included in this proposal for environmental monitoring during construction or response action implementation reporting which may be required if the Project is enrolled into the MPCA Voluntary Investigation and Cleanup and/or Brownfield Programs. The level of effort that may be necessary for environmental monitoring during construction, along with subsequent reporting, will depend on the extent of contamination that may be encountered during construction.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 4 to 6 weeks following receipt of written authorization
- Phase II Drilling Investigation Work Plan – one week prior to drill rig mobilization
- Phase I ESA – draft submittal within about 8 to 10 weeks following receipt of written authorization
- Field exploration – 1 day on site to complete the work
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration
- Geotechnical preliminary results – within 1 week after completion of field exploration
- Geotechnical draft report submittal – within about 3 weeks of completion of field work and laboratory testing
- Phase II Drilling Investigation draft report submittal – within about 4 weeks of completion of field work and laboratory testing
- Final report submittals – within 1 week of receiving comments on the draft report

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We propose to complete the above listed services for a lump sum of **\$40,963**. [Table 2](#) provides a breakdown of the proposed fees.



Table 2. Proposed Fee Breakdown

Service	Fee
Geotechnical Evaluation Report	
- Staking and Utility Clearance	\$ 905.00
- Drilling (including for Limited Phase II)	\$ 6,670.00
- Laboratory Testing	\$ 398.00
- Coordination, Engineering Analysis, and Report	\$ 3,788.00
Geotechnical Services Total	11,761.00
Environmental	
- Modified Phase I Environmental Site Assessment	\$ 10,058.00
- Limited Phase II Drilling Investigation	\$ 13,792.00
- Regulatory Assistance and Design Document Support	\$ 5,352.00
Environmental Services Total	29,202.00
Total	\$ 40,963.00



General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

This proposal was prepared under the understanding a Subconsultant Agreement will be prepared by Alliant Engineering, Inc. This agreement will outline the terms and conditions of our services.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Richard Jett at 952.995.2241 (rjett@braunintertec.com) or Mary Canino at 612.599.5234 (mcanino@braunintertec.com)

Sincerely,

Braun Intertec Corporation

Richard S. Jett, PE
Senior Engineer

Kevin Zalec, PE
Senior Manager, Senior Engineer

Mary Canino, PG (MN), CHMM
Vice President, Principal Scientist

Attachments:

General Conditions (11/04/2024)

The proposal is accepted, and Braun Intertec is authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

BRAUN INTERTEC GENERAL CONDITIONS

SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well

as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED

CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.

CITY OF PLYMOUTH

RESOLUTION No. 2026-111

RESOLUTION DESIGNATING CONSULTING ENGINEER FOR THE VINEWOOD LANE IMPROVEMENT PROJECT (ST279005)

WHEREAS, the Vinewood Lane Improvement Project is listed in the 2025-2034 Capital Improvement Plan (CIP); and

WHEREAS, a request for proposal was sent to an engineering firm that has expertise to deliver the project; and

WHEREAS, a proposal was received and evaluated by city staff; and

WHEREAS, staff recommends that Alliant Engineering, Inc. be designated as the consulting engineer for this project.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that Alliant Engineering, Inc. is designated as the city's consulting engineer for the Vinewood Lane Improvement Project (ST279005) in the amount of \$352,313.

APPROVED by the City Council on this 28th day of April, 2026.

To: Dave Callister, City Manager

Prepared by: Geoff Solomonson, Associate Planner

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

Item: **Approve a Planned Unit Development (PUD) amendment to allow an indoor sports/fitness/commercial recreation business at 2155 Niagara Lane (Thorney Training LLC -- 2026012)**

1. Action Requested:

Adopt the attached resolution, findings of fact and ordinance approving a Planned Unit Development (PUD) amendment for Thorney Training, LLC, for an indoor sports/fitness/commercial recreation business at 2155 Niagara Lane, as recommended by Planning Commission.

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

2. Background:

On April 15, the Planning Commission reviewed the proposal, conducted a public hearing, and subsequently voted unanimously to recommend approval of the PUD amendment with the added condition for the business to be closed from 11 p.m. to 6 a.m.

A separate motion to have a staff person on-site during business hours failed on a 3-3 vote.

A copy of the Planning Commission meeting minutes and report are attached. Notice of the public meeting was mailed to all property owners within 750 feet of the site.

3. Budget Impact:

Not applicable.

4. Attachments:

1. Planning Commission Minutes 4-15-26
2. Planning Report
3. Location Map
4. Floor Plan
5. Site Plan
6. Thorney Traning LLC - Application Packet
7. City Council Ordinance 2026-04
8. City Council Resolution 2026-112
9. City Council Resolution 2026-113

Proposed Minutes Planning Commission Meeting April 15, 2026

Chair Boo called a Meeting of the Plymouth Planning Commission to order at 7:00 p.m. in the Council Chambers of City Hall, 3400 Plymouth Boulevard, on April 15, 2026.

COMMISSIONERS PRESENT: Chair Michael Boo, Marc Anderson, Julie Olson, Greg Hansen, Neha Markanda, and Jim Willis

COMMISSIONERS ABSENT: Josh Fowler

STAFF PRESENT: Planning Manager Lori Sommers

Chair Boo led the Pledge of Allegiance.

Call to Order

Public Forum

Joe Lafranz, ward 1, commented that he is a coach of the Wayzata mountain bike program and spoke about the growth of the sport. He expressed interest in partnering with Plymouth on a discovery effort related to natural surface trails within the community. He provided additional information on the team and the sport, as well as more information on what the discovery process could look like.

Chair Boo commented that it is great to see advocacy for additional outdoor opportunities. He encouraged the resident to work with staff to get this item on the agenda for the parks commission.

Commissioner Anderson stated that he welcomed the resident to come forward to the commission with their suggestion.

Commissioner Olson also encouraged the resident to bring this idea forward to the parks commission and noted that Three Rivers could be another partnership opportunity.

Planning Manager Sommers noted a tool that is available on the website, along with a community survey, in preparation for the comprehensive plan.

Approval of Agenda

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

Consent Agenda

(4.1) Planning Commission minutes from meeting held on March 18, 2026.

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

Public Hearing

(5.1) Planned unit development (PUD) amendment to allow an indoor sports/fitness/commercial recreation business at 2155 Niagara Lane (Thorney Training LLC – 2026012)

Planning Manager Sommers presented the staff report.

Chair Boo introduced the applicant, Brett Thorney, who stated that he had been before the commission before, as he had previously considered a different location for this business. He stated that the business plan remains the same, and this building better suits the proposed use.

Commissioner Willis asked about the planned business hours.

Mr. Thorney replied that the business would typically operate from 4 to 9 p.m. during the winter and school year, with a more open schedule in the summer, maximizing at 9 a.m. to 9 p.m. He provided additional information on how the keyless system operates, noting that there is generally a staff person present.

Commissioner Willis asked if a customer could come into the business at 1 a.m.

Mr. Thorney replied that, technically, someone could do that if they purchased a full membership.

Commissioner Willis asked if the applicant would oppose the inclusion of hours when they would not be open.

Mr. Thorney replied that he would not object to that, noting that they could implement that from 10 p.m. to 6 a.m.

Commissioner Markanda asked the number of employees who could be on-site at any time.

Mr. Thorney replied that generally they would have one employee, but during the summer, there could be no employees after 5 p.m. He stated that at the most, they could have five employees. He noted that the number of employees would vary based on the time of day.

Commissioner Markanda asked if the applicant would agree that at least one employee should be present.

Mr. Thorney replied that they could do that.

Commissioner Markanda asked for more information on the frequency and types of camps and clinics.

Mr. Thorney replied that they do not offer many camps or clinics and used the example of offering a holiday camp during winter break. He noted that the business is more of a membership-based training program.

Commissioner Markanda referenced the comment that someone with a full membership would have access to the building. She agreed with Commissioner Willis that there should be set hours when the building is not accessible and asked that an employee be on-site if the business is open. She asked the youngest age of children in the program.

Mr. Thorney stated that generally ten is the youngest they take, although they have one nine-year-old team right now. He noted that parents or staff are required to be with children younger than 16.

Commissioner Markanda asked the number of employees for the business.

Mr. Thorney replied that there are currently 14 part-time employees, and he is the only full-time employee.

Commissioner Hansen asked the applicant believes that the lighting is adequate for the evening.

Mr. Thorney commented that he does believe the lighting is adequate, but they could add a solar panel light if additional lighting is needed.

Commissioner Hansen asked if there would be security cameras.

Mr. Thorney stated that they would have security cameras in the entrance area where members put in their code to enter the building.

Commissioner Hansen asked if the bathrooms on the plan are existing.

Mr. Thorney confirmed that those bathrooms are already in the building, and the fixtures will be updated.

Chair Boo opened the public hearing.

There were no comments.

Chair Boo closed the public hearing.

Motion was made by Olson, and seconded by Commissioner Anderson, to recommend approval of the planned unit development (PUD) amendment to allow an indoor sports/fitness/commercial recreation business at 2155 Niagara Lane, subject to the

conditions within the draft resolution with the added condition to have a staff person on-site during business hours and for the business to be closed from 11 p.m. to 6 a.m.

Further discussion: Commissioner Markanda commented that she would also support having an employee on-site and asked the applicant if that would be feasible.

Mr. Thorney commented that other businesses of this nature do not require a staff person to be on-site at all times. He commented that there have not been any issues at other locations.

Chair Boo commented that he finds it difficult to dictate the business model, as there are other businesses that allow members to be on-site without staff being present. He stated that if there were issues that arose, the city could still address that through other mechanisms. He stated that while he agrees that the building should be closed during the recommended hours, he did not believe that a staff person should be dictated. He asked Commissioner Olson to remove that condition from her motion, noting that if she desires, she could make a second motion to add that condition.

Commissioner Olson agreed to remove the condition requiring a staff person to be on-site.

With all Commissioners voting in favor, the motion carried.

Motion was made by Markanda, and seconded by Commissioner Willis, to recommend an additional condition requiring a staff person to be present during business hours. With a vote of 3 -3 (Boo, Anderson, and Hansen opposed), the motion failed.

It was noted that this item will move forward for City Council consideration at the April 28, 2026, meeting.

New Business

Adjournment

Chair Boo adjourned the meeting at 7:36 p.m.

To: Plymouth Planning Commission

From: Geoff Solomonson, Associate Planner (763-509-5455)
Community and Economic Development Department

Subject: Thorney Training LLC – PUD amendment to allow an indoor sports/fitness/commercial recreation business use to the Northwest Pointe Business Centre located at 2155 Niagara Lane (City File No. 2026-012)

Ward: 2

Deadline: July 1, 2026

SUMMARY

The applicant is requesting approval of a PUD amendment to allow an indoor sports/fitness/commercial recreation business use for the property located at 2155 Niagara Lane. Under the proposed plan, a portion of the existing building interior would be remodeled into an indoor youth baseball training facility.

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



RECOMMENDED ACTION

Community and Economic Development Department staff is recommending approval of the request, subject to the findings and conditions listed in the attached ordinance and resolutions. If new information is brought forward at the public hearing, staff may alter or reconsider its recommendation.



SITE INFORMATION

Zoning and Land Use

The property is zoned PUD (planned unit development) which is a customized zoning district – and is guided IND (industrial) on the city’s comprehensive plan. The PUD is known as PUD 83-1 (Parkers Lake) and the Northwest Pointe Business Centre.

	Use	Zoning	Land Use Designation (2040 Comprehensive Plan)
Subject Property	Industrial	PUD	IND
North	Industrial	PUD	IND
East	Industrial	I-1, I-2	IND
South, West	Mallard Pointe	PUD	LA-4 (living area 4)
	Pintail Villas	PUD	LA-3 (living area 3)

Site Characteristics

The site contains roughly 6.45 acres and is located in the central eastern portion of the overall Parkers Lake PUD. The subject site: 1) lies in the Bassett Creek Watershed District; 2) is not located within the flood plain or shoreland overlay district; and 3) does not contain any wetlands.

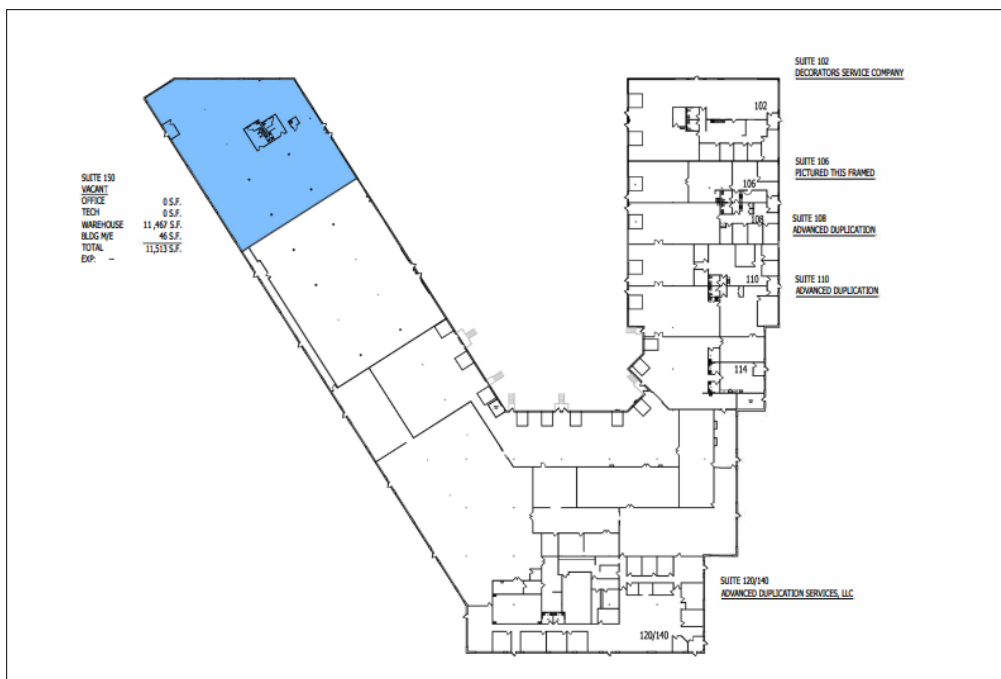
Previous City Actions Affecting Property

- In 1983 a land use guide plan amendment and MPUD concept plan was approved to change from LA-3 to IP. (Case 82066, Resolution 83-25)
- In 1984 a MPUD preliminary plat/plan and conditional use permit was approved for the Parker’s Lake Development – Stage B. (Case 82066, Resolution 84-323)
- In 1986 a final plat and development contract was approved for Parkers Lake North. (Case 82066, Resolutions 86-02 & 86-03)
- In 1987, a revised RPUD preliminary plat/plan and conditional use permit was approved for Parker's Lake Development – Stage B - Northwest of County Road 6 and Niagara Lane. (Case 87006, Resolution 87-176)
- In 1988, an Amendment to the PUD preliminary plat/plan, final plat and conditional use permit for a master sign plan was approved for Parkers Lake North (Case 87006, Resolution 88-439) and a MPUD final plat and development contract was approved for Parkers Lake Corporate Center. (Case 88089, Resolution 88-624)
- In 1998 an amendment to the PUD preliminary plat/plan, final plat and conditional use permit was approved for Parkers Lake North Master Sign Plan. (Case 88140, Resolution 89-72)

- In 1996 a PUD final plat/plan was approved for property west of Niagara Ln at 21st Ave. (Case 96121, Resolution 96-569)
- In November 2016 a PUDA for a sports and fitness club was approved at 2155 Niagara Lane N. (Case 2017039, Resolution 2017-191)

ANALYSIS

The applicant is requesting a PUD amendment to allow an indoor sports/fitness/commercial recreation business for a youth baseball training facility. The use would be approximately 11,513 square foot in the most northwest portion of the approximately 92,392 square foot building. No exterior alterations are proposed.



An indoor sports/fitness/commercial recreation business use located in a conventionally-zoned industrial district requires a conditional use permit. Because the subject lies within an industrial planned unit development, a PUD amendment is required for the proposed use. A sports and fitness club use was previously approved for the most northeastern tenant space of the building in 2016, and with the annual ordinance update that was approved in January 2026, indoor sports/fitness/commercial recreation businesses are listed as a named use for the PUD general plan, however a PUD amendment is required to allow this particular use located in a different location from the previously approved use in 2016.

Thorney Training had previously received approval on January, 2026 for a conditional use permit for a sports and fitness use in an industrial district at 13800 24th Avenue North. This request is for the same operation in a different location.

The applicant has specified that the proposed facility would be offered mainly for youth baseball players, ages 8-18, but also for amateur adult players and teams.

The facility would consist of a lobby, offices, weight room, and training/practice area consisting of six batting cages, pitching machines, sensor equipment to monitor ball flight, hitting and pitching metrics, and video analysis software.



The facility would offer different programs including facility access membership and performance training through coded entry and advanced online booking, individual and advanced individual training on peak hours (evenings and weekends) as well as during the day, 3 and small group training during evenings and weekends.

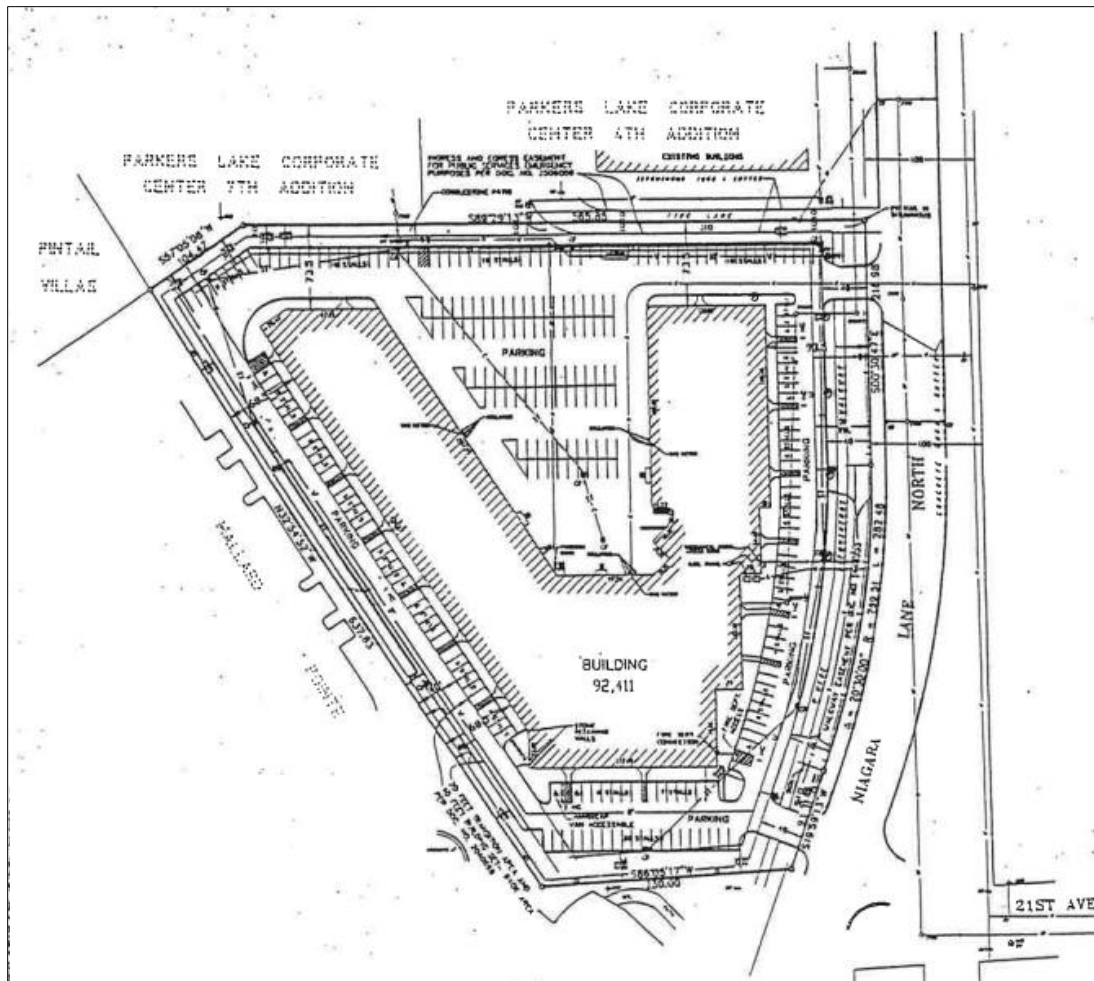
The application also includes the facility as a possible location for camps and clinics, facility rentals, and as an organization location for youth leagues or tournaments. The applicant estimates having 1 employee/coach per 8 players with a maximum of 24 players and 3-4 employees/coaches.

Parking

The minimum parking requirements for the uses within the subject building are listed in the table below. The parking requirement for a sports/fitness/commercial recreation business is one parking space for every 300 square feet of floor area. The proposed facility is 11,513 square feet and would use a less intense use for parking (sports and fitness club) than an office use, but more intense than a warehousing or showroom/retail use. Consequently, city regulations require 38 spaces for this use, unless the applicant demonstrates that their parking needs are lower.

	Floor Area	Parking Ratio	Required Parking Spaces
Subject Space	11,513	1:300	38
Warehouse	70,957	1 per 2,000 square feet of floor area	35
Retail Sales and Service Business with 50 Percent or More of Gross Floor Area Devoted to Storage, Warehouses, and/or Industry	9,916	1 per 200 square feet devoted to public sales/service plus 1 per 500 square feet of storage area, whichever is greater	50
Total	92,392		123

A site plan of the subject property shows a total of 237 existing parking spaces for the entire property. Previous tenant floor plans and city approvals indicate that 123 spaces are required by the applicant's proposed use and the other tenants of the building. The proposed use complies with the parking requirements of the zoning ordinance.



LEVEL OF DISCRETION IN DECISION-MAKING

The city has a relatively high level of discretion in approving PUD amendments. A PUD amendment must be consistent with the city's comprehensive plan. The city may impose reasonable requirements in a PUD as deemed necessary to protect and promote the general health, safety, and welfare of the community.

FINDINGS AND CONCLUSION

A PUD is a customized zoning district that provides for flexibility and variations to the strict application of the city's land use regulations in order to improve site design and operations. No PUD flexibility or variations are requested in conjunction with the proposal. The proposed PUD amendment would allow accessory fuel sales for the grocer within the PUD.

In review of the requested PUD amendment, the Planning Commission should consider the following in making its recommendation to City Council:

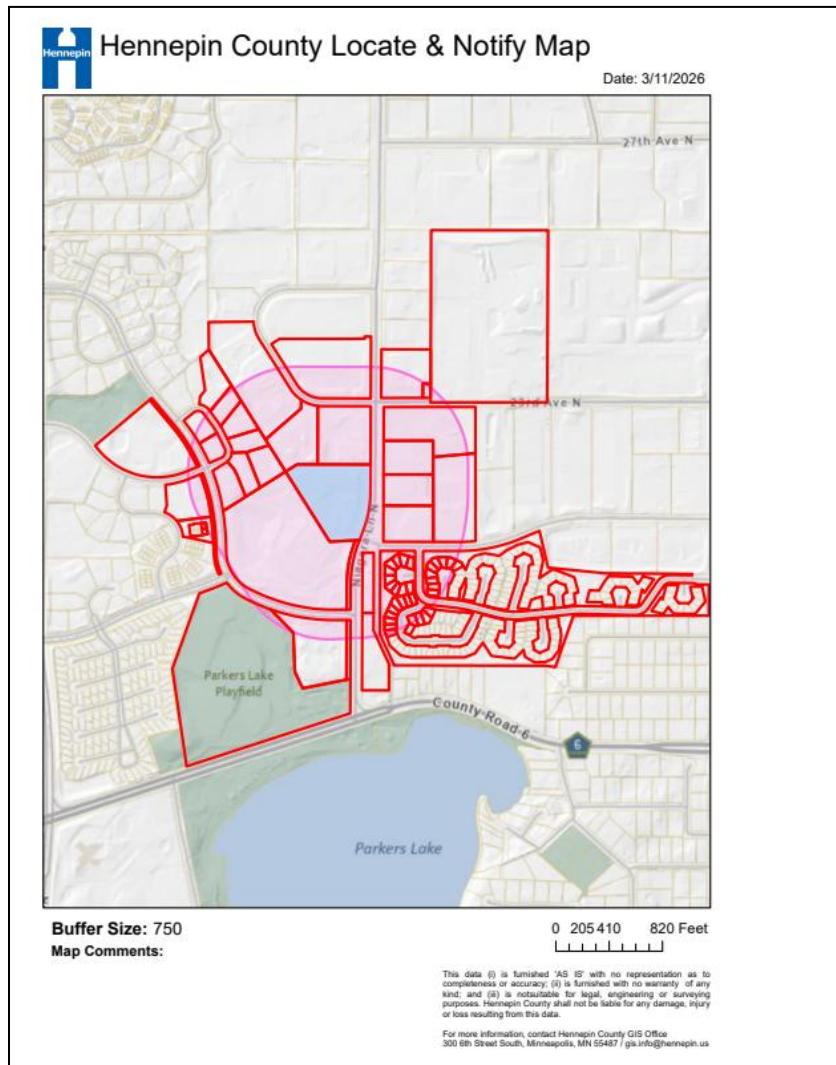
- Would the requested PUD amendment be consistent with the goals of the comprehensive plan and with the IND (industrial) guiding of the site?
- Would the requested PUD amendment affect the purposes or intent of the PUD?

Staff finds that the proposal would be consistent with the comprehensive plan's IND guiding designation for the site, and that the requested indoor sports/fitness/commercial recreation business would fit in with the overall purposes and intent of the PUD.

Staff concludes that the proposal is consistent with the comprehensive plan, zoning regulations, and previously approved PUD.

PUBLIC NOTICE

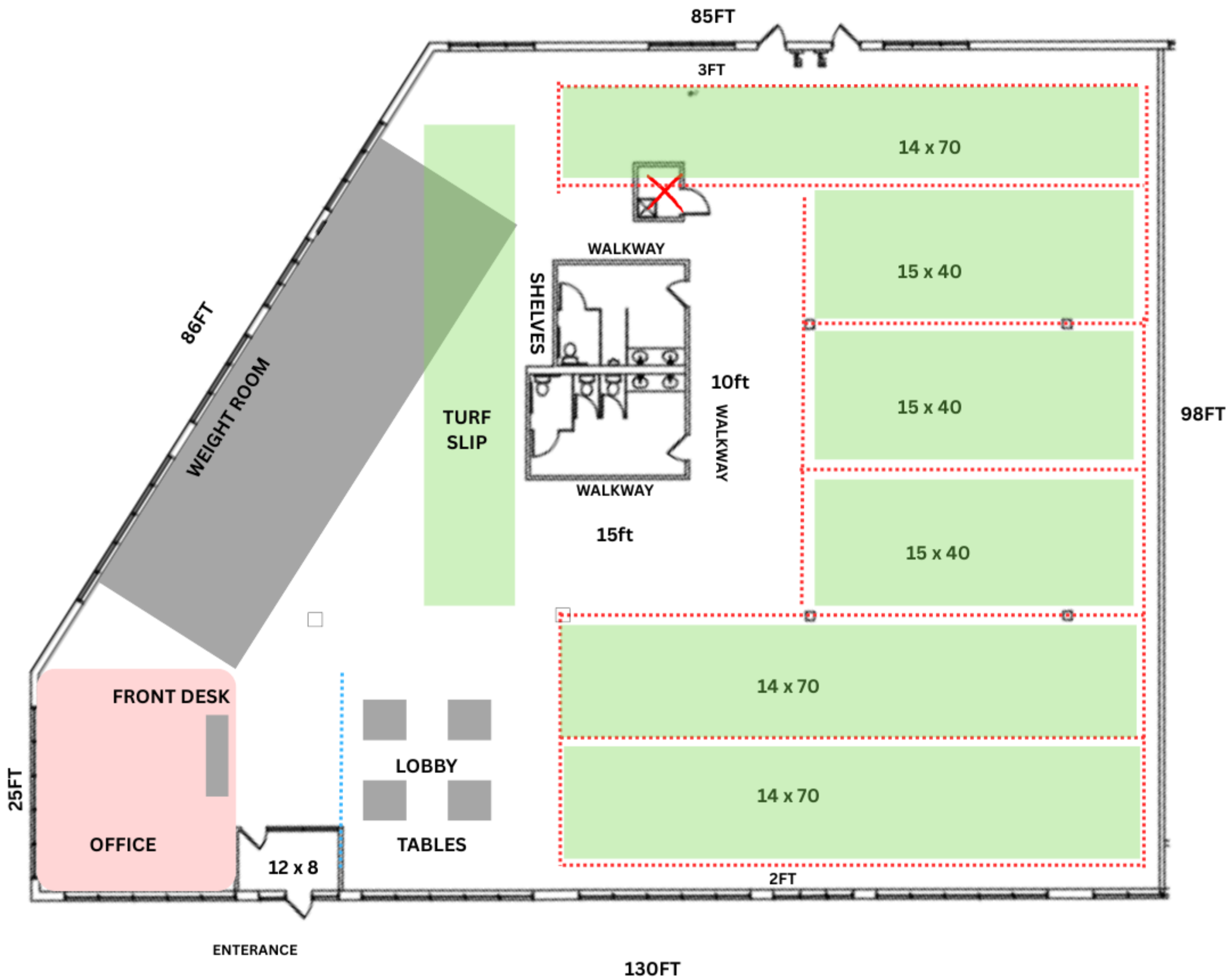
Notice of the public hearing was published in the city's official newspaper. Two mailed notices were sent out to all property owners within 750 feet of the site. One notice was sent upon receipt of the application, and another notice was sent 12 days prior to the public hearing. Development signage has also been posted on the site. The map to the right shows a 750-foot radius around the site.

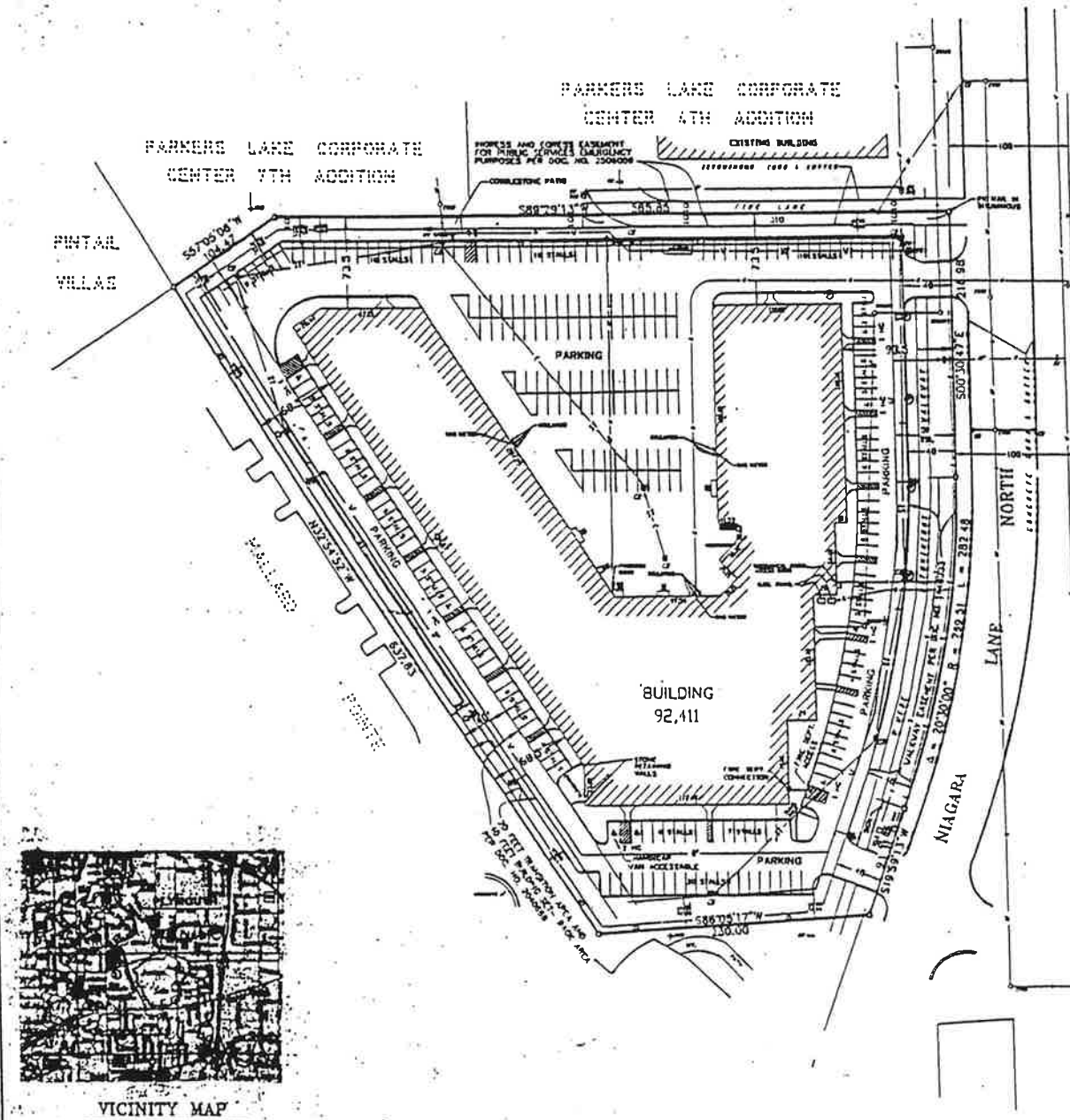




2026012
2155 Niagara Lane
Request for PUDA







PARKING

Parking required per City Zoning Ordinance - 240 spaces

Parking provided - Regular Spaces	250
Parking provided - Handicap spaces	7
Parking provided - Total spaces	257

AREA

Total Site Area - 281,305 sq. ft. = 6.48 acres
Building Area - 92,411 sq. ft. = 2.12 acres

SETBACK REQUIREMENTS

Zones MPUD 63-1 (MIXED PLANNED UNIT DEVELOPMENT)

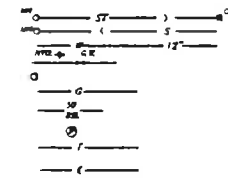
Front lot line setback to drive	25 feet
Side and rear lot line setback to drive	15 feet
Side and rear yard setback of parking to lot line	20 feet
Front yard setback of parking to lot line	30 feet
Minimum front yard setback to building	30 feet
Minimum side yard setback to building	25 feet
Minimum rear yard setback to building	25 feet

FLOOD PLAIN STATEMENT

The FLOOD INSURANCE RATE MAP, City of Plymouth, Minnesota, Homestead County, dated 10 of 10 Community - Parcel Number 27078000 C, Revised February 18, 1983 shows the area of the property described on this survey as ZONE C. ZONE C is areas of minimum flooding (no flooding).

LEGEND

- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- EXISTING HYDRANT & GATE VALVE
- EXISTING HYDRANT MONUMENT
- UNDERGROUND GAS
- BUILDING SETBACK
- NO PARKING FIRELAME
- UNDERGROUND TELEPHONE
- UNDERGROUND ELECTRIC



Drainage and utility easements as shown on the recorded plat of Northwest Pointe Business Center, Red as Document Number 2758275.

Drainage and utility easements as shown on the recorded plat of Parkers Lake Corporate Center 7th Addition, Red as Document Number 2642091, and on the recorded plat of Parkers Lake Corporate Center 11th Addition, Red as Document Number 2506057, and on the recorded plat of Parkers Lake Corporate Center 3rd Addition, Red as Document Number 2058293, and on the recorded plat of Parkers Lake Corporate Center, Red as Document Number 1968276, and on the recorded plat of Parkers Lake North 2nd Addition, Red as Document Number 1961119.

NOTE: Resolution No. 95-674 Red as Document Number 2758106 purports to vacate drainage and utility easements. The vacation language is vague as to what easements are being vacated (all drainage and utility easements encumbering the land OR those dedicated in the plat of Parkers Lake Corporate Center 7th Addition).

Highway conveyed to the Village of Plymouth as set forth in Book of Documents dated September 14, 1971, Red November 19, 1981, as Document Number 1448333.

Declaration of Covenants and Conditions for the Construction and Perpetual Maintenance of the Parkers Lake Corporate Center Transition Area, dated May 20, 1986, Red September 21, 1986, as Document Number 2040666, which terms include but are not limited to defining parking and building setback lines, and obligations as to construction and maintenance of transition area.

Declaration of Covenants dated April 4, 1989, Red April 12, 1989, as Document Number 2005836, which are supplemented by Supplemental Declaration of Covenants dated June 4, 1993, Red March 14, 1994, as Document Number 2490667, which terms include but are not limited to use restrictions and defining setback lines.

Ingress and egress easements for public service emergency purposes conveyed to the City of Plymouth as set forth in Joint Covenants Deed dated April 22, 1984, Red April 22, 1984, as Document Number 2508056.

Declaration for Storm Water Retention Area Maintenance dated April 16, 1994, Red April 19, 1994, as Document Number 2504045, which terms include but are not limited to obligations as to the construction of the pond area and expense of pond area maintenance.

All easements shown on this survey are listed in Schedule B - Section II, Commitment for Title Insurance, No. 59-2827C, dated July 29, 1997 issued by First American Title Insurance Company.

PROPERTY DESCRIPTION

Lot 1, Block 1, Northwest Pointe Business Center, according to the plat thereof, on file of record in the office of the Register of Titles, Hennepin County, Minnesota, Certificate No. 548581, Northwest Pointe Business Center was Red November 5, 1988 as Document No. 2758275.

SURVEYOR'S CERTIFICATION

I, Paul A. Johnson, Registered Land Surveyor, License No. 10938 under the Laws of the State of Minnesota, do hereby certify as of the date hereof to (a) (BUYER) and (b) First American Title Insurance Company:

(1) that this Plat of Survey represents a survey of the real property described herein, which was made on the ground under my supervision on July 3, 1997 and updated on August 6, 1997, and said survey complies with the minimum requirements of the American Land Title Association and American Congress on Surveying & Mapping (ALTA/ACSM) adopted in 1992, including items 1 - 4 and 8 - 11 of Table A thereof and the Accuracy Standards for an Urban Survey under such requirements, and the State of Minnesota.

(2) that, except as shown, there are no party walls;

(3) that, except as shown, the premises do not rely on or need any adjoining property for drainage, ingress, egress or any other viable purposes;

(4) that ingress and egress to and from said premises is provided by Highway Lane North, of which is a paved dedicated right-of-way maintained by the City of Plymouth, County of Hennepin, and that same is a public road; and

(5) the property shown on the survey is the property described in the Title Insurance Commitment No. 59-2827C, dated July 29, 1997, issued by First American Title Insurance Company.

Dated October 2, 1997 McCaskey Frank Rose Associates, Inc.



Paul A. Johnson
Land Surveyor, Minnesota Lic. No. 10938

DATE	10/2/97	BY	PAJ
DATE	10/2/97	BY	PAJ
DATE	10/2/97	BY	PAJ
DATE	10/2/97	BY	PAJ

ALTA/ACSM LAND TITLE SURVEY
LOT 1, BLOCK 1, NORTHWEST POINTE BUSINESS CENTER
PLYMOUTH, MINNESOTA

ALTA/ACSM LAND TITLE SURVEY
LOT 1, BLOCK 1, NORTHWEST POINTE BUSINESS CENTER
PLYMOUTH, MINNESOTA

SCALE	1" = 50'
BOOK	FILE
FILE NO.	11403
DATE	10/2/97
DATE	10/2/97
DATE	10/2/97
DATE	10/2/97

PREPARED FOR
PLYMOUTH PROPERTIES PARTNERSHIP, L.L.P.

SHEET	1
OF	1

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

Thorney Training LLC is a baseball training facility that specializes in small group training in different areas of the game.

We gear to the 10-18 year old ages and specialize in hitting, pitching, catching and strength training.

We have rented out cages & turf at other facilities in the west metro in the past but are currently seeking our own space.

We would like to make the property located at 13800 24 th Ave N, Plymouth, MN 55441 our new home.

How does the use, and associated conditional use permit, comply with, and effect, the Plymouth Comprehensive Plan?

There shouldn't be any negative effect on the Plymouth Comprehensive Plan. Sport specific training facilities already exist in the area and we've been told that this already deemed a permitted use within the current zoning ordinance with a CUP.

Explain how the establishment, maintenance, or operation of this conditional use will promote and enhance the general public welfare and will not be detrimental to or endanger the public health, safety, morals or comfort.

Making the city of Plymouth our home will bring more athletes & families to the area, This will help surrounding businesses and local economy. Our business has families from all over the west metro (Maple Grove, Minnetonka, Rogers, Edina, Eden Prairie, Hopkins and Chanhassen). We also have a good chunk of athletes that are current Plymouth residents. This will provide another venue for kids to participate in athletics and improve their health community participation.

Explain how the conditional use permit would not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

Our proposed use of the facility had already been deemed a permitted use with a conditional use permit. There are similar business in close proximity with similar models to ours that have already received a CUP and are currently operational. We will occupy an 8,170 square foot portion of the warehouse space while updating the space.

Explain how the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

The area is already pretty well established. Our business will only have positive impacts on surrounding businesses and properties. If anything, I think families that might not normally be in the area will start to give some of their business to surrounding. Again, there are already sports & strength facilities in close proximity that have been doing this for awhile now.



Explain how adequate measures have been, or will be, taken to provide ingress, egress, and parking so designed as to minimize traffic congestion in public streets.

The current property setup is more than adequate to our business needs at this site. We are a small private facility.

We are not a facility that bring in as many athletes as possible. We operate with small groups and structured times to help organize traffic at the facility. Our operational hours also tend to be offset other surrounding businesses. Many businesses are wrapping up as we are getting our day started. Most parents also tend to drop off their athletes and go run errands or go home further minimizing congestion.

Will the conditional use conform to the applicable regulations of the district in which it is located?
Explain.

Yes, we will comply to all regulations with a conditional use permit.

Does the conditional use comply with the general and specific performance standards as specified by Section 21015 and the Plymouth Zoning Ordinance?

Yes - after review. Our use should comply with section 21015 and Plymouth Zoning Ordinance.



THORNEY TRAINING LLC

YOUR TOMORROW STARTS TODAY



BUSINESS PLAN 2025

BRETT THORNEY - FOUNDER & CEO

bthorney22@gmail.com | 612-799-2309

Address:

11215 Sumter Avenue North
Champlin, MN 55316

This business plan contains confidential information, Unauthorized disclosure or distribution is prohibited

Business Overview:

Business Name: Thorney Training LLC; DBA: Marucci Elite Minnesota

Location: Plymouth, MN

Mission: Thorney Training LLC is dedicated to providing high-quality baseball training for athletes of all ages and skill levels. Our state-of-the-art facility offers professional coaching, specialized equipment, and performance analytics to help players achieve their full potential. We focus on technique, physical performance, and mental preparation to create a competitive edge for each player. Our goal is to be a one stop shop to provide all of the resources an athlete needs to achieve their goals.

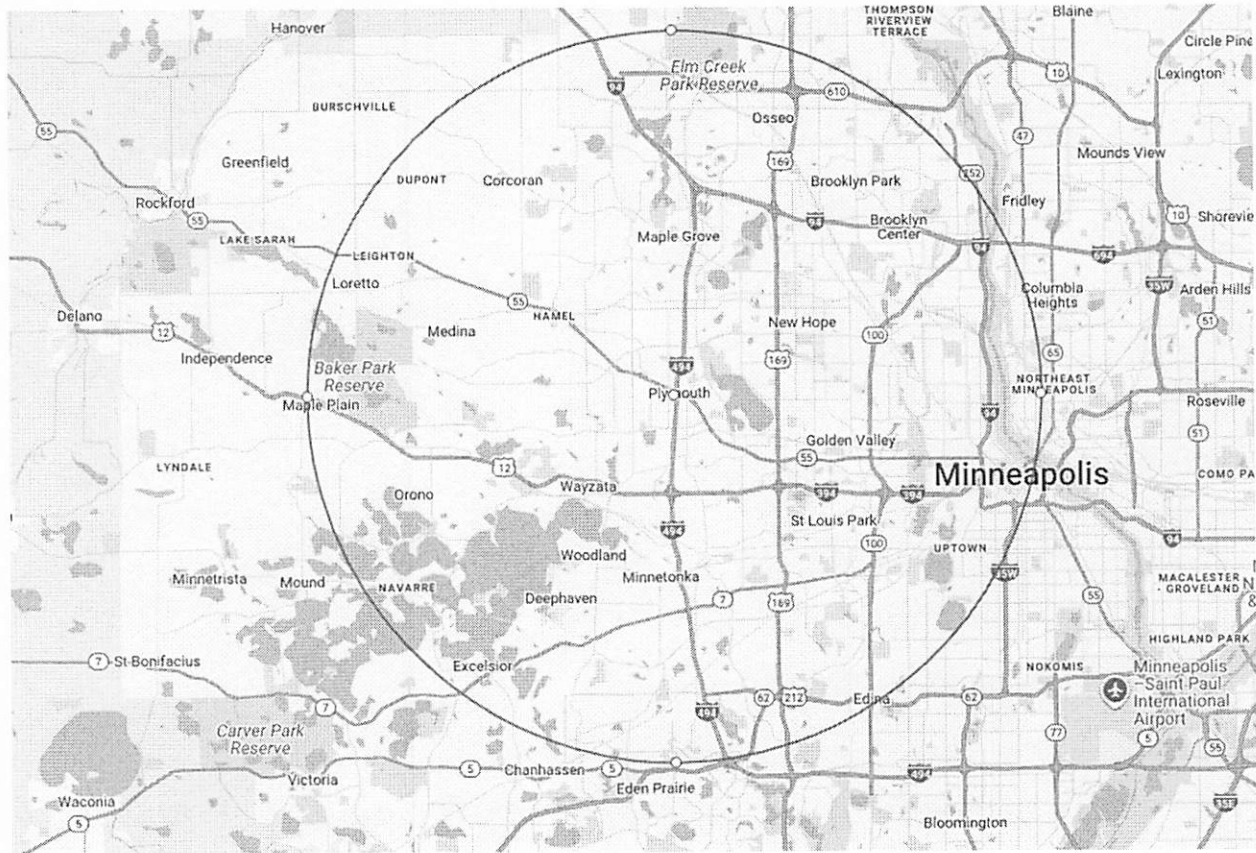
MARKET ANALYSIS

Target Market: Our primary target market consists of youth baseball players (ages 8-18), amateur adult players, and competitive teams in the Minneapolis area. We will also target local youth teams, high schools and colleges for team training and individual player development.

Market Need and Location: The Twin Cities metro area is one of the fastest-growing regions in the Midwest, with a large and diverse population interested in sports and youth development programs. According to local sports participation data, baseball has seen a consistent rise in youth involvement, with over 30,000 children and teens participating in organized baseball and softball leagues each year. With limited dedicated baseball training facilities in the area our facility will meet an urgent need for specialized, year-round training combined with competitive teams in a region that has a growing appetite for sports development.

The facility will be located in a high-traffic area with easy access to major highways, ensuring convenience for families across the metro area. Potential locations are near key youth sports complexes, schools, or residential areas to attract both individual athletes and teams. The 8,000+ -square-foot facility will offer ample space for batting cages, pitching tunnels, training rooms, and fitness areas, making it a central hub for baseball development in the Twin Cities.

Competitive Analysis:



^Map of proposed area in Plymouth with 10 mile radius. See area demographics below.

Location: Our proposed location and where we are currently operating out of in Plymouth gives our organization an opportunity to target a healthy market of the West Metro suburbs of Minneapolis. It's also near some areas that are growing in size substantially like Medina, Hamel and Corcoran. This location is important as it gives our facility access to some of the already wealthier, higher population areas and even more sports centric cities in the state where enrollment is some of the highest in their respective school districts.

The population within a 10-mile radius is well over 1.2 million when you count some of the smaller cities with an average median household income of \$160,000. Of the 1.2 million population, 24% of those are under the age of 18 years old. One will also find that there are over 25 major high schools within the 25 mile radius and even more smaller high schools / private schools with baseball programs in a 10 mile radius. Based on the data & years of experience, it's a pretty ideal market to attract athletes and clients.

Market Size: The youth sports industry as a whole is valued upwards from 15 billions dollars, and baseball represents a significant portion of that. The exact size of the youth and travel

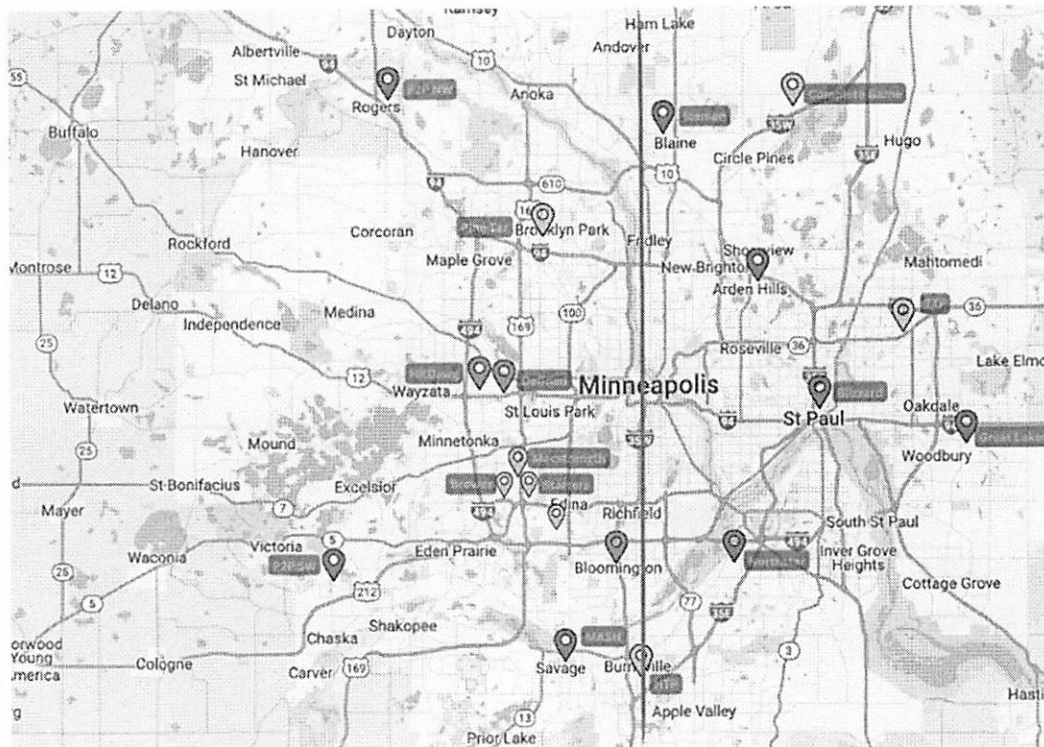
baseball market is difficult to pin down due to the variety of organizations, tournaments, and training programs involved, but it is growing steadily as parents continue to invest in youth sports as a pathway to scholarships or professional opportunities.

City Demographics nearby and where we're currently pulling from				
Location	Population	Under 18	Median Income	Median Housing
Minneapolis	425,115	19.1%	\$80,269	\$345,600
Plymouth	77,648	24.5%	\$133,865	\$474,700
Hopkins	19,462	19.1%	\$71,170	\$350,100
Maple Grove	70,253	24.1%	\$129,481	\$397,400
Minnetonka	52,463	21.5%	\$120,496	\$456,200
Edina	53,348	22.5%	\$129,255	\$624,000
Champlin	23,450	23.4%	\$115,719	\$338,500
Brooklyn Park	82,019	27.8%	\$85,964	\$340,200
Eden Prairie	64,198	25.0%	\$129,345	\$536,400
Chanhassen	25,937	25.5%	\$138,034	\$530,700
Chaska	29,034	26.4%	\$110,000	\$379,400
Shakopee	47,158	26.6%	\$110,989	\$361,400
Victoria	11,493	26.7%	\$192,821	\$572,800
Carver	6,613	30.3%	\$144,408	\$427,600
Waconia	13,742	26.5%	\$104,923	\$407,600
Bloomington	87,398	19.9%	\$90,677	\$346,200
St. Louis Park	49,697	17.7%	\$100,250	\$371,600
Savage	32,999	24.8%	\$122,646	\$395,600
Orono	8,119	26.2%	\$952,400	\$181,875
Mound	8,895	18.3%	\$91,370	\$348,600
Richfield	36,445	18.8%	\$84,055	\$320,400
	1,225,486	23.6%	\$154,197	\$405,089
Popular High School Enrollment within 25 mile radius of proposed facility				
Rank	Public Schools	Attendance	Drive Distance (MI)	Baseball Class

1	Wayzata	3,523	4.5	AAAA
35	Armstrong	1,832	5.4	AAAA
23	Hopkins	1,991	7	AAAA
98	Orono	964	8.8	AAA
2	Minnetonka	3,508	10.2	AAAA
58	St. Louis Park	1,423	10.4	AAAA
16	Osseo	2,249	11.7	AAAA
11	Maple Grove	2,408	11.8	AAAA
25	Park Center	1,957	12.2	AAAA
8	Eden Prairie	2,833	12.3	AAAA
10	Edina	2,720	12.8	AAAA
99	Mound	947	13.9	AAA
	Rockford	512	15.3	A
5	Champlin Park	2,978	16.1	AAAA
13	Anoka	2,353	17.3	AAAA
39	Rogers	1,774	17.3	AAAA
	Washburn	1,523	17.5	AAA
	Delano	1,176	18.7	AAA
76	Richfield	1,235	18.8	AAA
66	Chanhassen	1,383	19.9	AAAA
52	Chaska	1,584	20.5	AAAA
	Watertown Mayer	511	22.1	AA
20	Coon Rapids	2,147	23.1	AAAA
17	St. Michael Albertville	2,223	24.2	AAAA
7	Shakopee	2,770	24.3	AAAA
69	Waconia	1,351	26	AAAA
Rank	Private Schools	Attendance	Drive Distance (MI)	Baseball Class
	Blake	1,400	9	AA
	Breck	1,213	14.7	AA
	Benilde	1,150	12.7	AAA

	Providence Academy	950	14.7	AA
	Holy Angels	640	11	AAA
	Southwest Christian	540	9.4	AA
	Holy Family	519	10.6	AA

Growth Trend: The youth baseball market is seeing increased participation and spending, especially in travel baseball. This is due in part to greater awareness of baseball's potential as a path to college scholarships, as well as the growth of competitive travel teams and national tournaments. Particularly in the state of Minnesota, athletes have gone away from playing for their respective cities in the summer and have moved to participating with more advanced private facilities & travel teams like ours. We have already had around 300 players tryout for our program since May of 2025.



**Map of Twin Cities area with competition highlighted. Red line represents highway 35W. Details on competition highlighted below.*

Competition: The market in the Twin Cities has some existing competition throughout the metro area but there are more than enough athletes to go around in a growing market where there is a trend in early specialization. We use highway 35W to break up the Twin Cities as you don't see a ton of players from the western suburbs playing or training in eastern suburbs & vice versa. We break up our competitors into 3 different groups. The major tier and more popular

programs are in red. They all have competitive teams at certain age groups and provide training in the offseason for their athletes. The mid-tier groups in orange try to do the same but are a lot smaller programs and not as popular. The facilities labeled blue are either brand new, have started to lose steam or don't offer the same services as we currently do.

Main Competitors: The two main competitors in our proposed area are Defined Baseball Academy & Brower Baseball in Plymouth. We differ in that both of those programs only offer training and we offer more of a travel team experience. That's a big advantage as kids tend to want to train with their buddies and teammates that they will be competing with in the Summer & Fall. This should give us a leg up in attracting players on a more year round basis. The MN Mash & Pitch 2 Pitch are also popular organizations in the state right now. MN Mash just built the biggest facility in the South metro and are very good on social media platforms. They tend to target a market that's more in the South suburbs of Minneapolis. Pitch 2 Pitch has been around for quite some time and has benefited from not much competition in their areas – they have two facilities in the NW & SW. We would be situated in between both of their facilities. We have already seen a great response to our location & offerings. I would say we differ from them both in that we won't have as massive overhead that they currently have. As a result, we will also be able to focus more on the individual athletes instead of bringing in as many as possible. Our ability to develop personal relationships with our clients and families are stronger. From first hand experience, we know these groups have been taking some heat as of late due to the lack of individual focus on players. These two organizations specifically can have 4+ teams at certain age levels and their quality has taken a hit as a result. We will strive to develop relationships with our families and make them feel that the focus is on them and their needs.

How will we stand out overall?

We will stand out by offering more unique memberships that will allow players unlimited access to the facility at an affordable rate. We will also have an all-inclusive membership system put in place for our teams that will eliminate some of the cost burden for families and offer more flexibility in a 12-month payment plan. There isn't another program in the state of MN that offers this type of payment model for their families & teams. From a development standpoint our staff will have some of the more unique backgrounds in the area that are known for developing athletes in their field (Hitting, Pitching & Performance) within the game of baseball. Our development first model will mean that we create more personalized training programs for each individual athlete where many other programs have a one size fits all model. We will always use the newest & most beneficial technology to help aid in the progress of our athletes. Not only to attract new customers but to further our players interests which is ultimately what they're looking for.

PARTNERSHIP: Another way that we will stand out will be a result of our partnership with Marucci Elite which is considered one of the biggest and most elite amateur baseball brands in the country. Founded by Marucci Sports and MLB All-Star, Adam Dunn. Their main locations are in the state of Texas but have developed a reputation as a premier national team brand. We're the first affiliate outside the state of Texas. They will be there to help consult with our organization and help provide resources our players wouldn't have alone. The partnership we

have created has vast experience in starting and helping manage facilities & travel baseball teams in several different areas. Our facility will be branded "Thorney Training" in the area but our teams will use the popular brand name, "Marucci Elite" to continue to elevate our organization, teams and create quality brand recognition. In the public's eyes, we're keeping the two separate in order to get more training memberships & local partnerships. They will operate under the same entity. Our name is already proven to be gaining momentum as we have had 300 players tryout for the program since May of 2025. The interest & support from the public has been great so far. Our social media platforms are continuing to grow and helping get the word out.

SERVICES & PROGRAMS

KEY SERVICES: (Revenue streams detailed in Document A)

- **Facility Access Memberships:** Players can purchase access to the building that will offer athletes the ability to train with more flexibility
 - **Price:** \$200 per month. Required minimum of 3 months.
 - **Access:** Members will have 24/7 access to the facility through coded entry, allowing them to use the space whenever it fits their schedule, whether for individual practice or group training.
 - **Inclusions:** Each membership includes access to necessary equipment including a bucket of baseball, tee, & L-screen.
 - **Booking via Online Portal:** To ensure fair access and proper space management, members will need to book their training time in advance through the online booking portal. This ensures that the facility doesn't get overbooked and provides a streamlined experience for both members and staff.

- **Advanced Training Program:** Invite only program for our more advanced athletes that focus on individual skills with the most consistent focused training model.
 - **Price:** \$200 per month. Program operates for 5-month period during offseason
 - **Target:** We will target the very best athletes in the area looking for development in a more challenging and fast paced environment.
 - **Customization:** Players can choose the focus of their lessons based on their personal development needs, and the sessions will be tailored to their skill level and goals.
 - **Booking:** Players must request an invite. After acceptance the program can be registered for on our website.
 - **Revenue Potential from Advanced Training:** Players on our teams will be encouraged to participate as it will be our most advanced development program. The invite only model will create exclusivity in order to attain more public interest.

- **Individual Training:** Offer one-on-one coaching for pitching, hitting, fielding, and base running.
 - **Price:** \$100 per one-hour session. Small discounts for multi-lesson packages & players with facility memberships.
 - **Target:** These lessons will be offered for players looking for personalized coaching, either to focus on specific skills (e.g., pitching, hitting, fielding) or to supplement their team training. This will also be a good option for multi-sport athletes that have a hard time committing to a consistent schedule.
 - **Customization:** Players can choose the focus of their lessons based on their personal development needs.
 - **Booking:** Lessons can be booked through our website or by phone, and will be available during peak hours (weekends, evenings) as well as during the day for home-schooled or flexible schedule players.
 - **Revenue Potential from Individual Lessons:** Players enrolled in our team programs will be encouraged to take individual lessons to refine specific skills, providing a solid upsell opportunity for the business.

- **Small Group Training:** Team practices or group lessons focusing on specific skills or overall development.
 - **Price:** \$40 per session per player. Discounts for multiple credit packages and players with facility memberships.
 - **Target:** These lessons will be designed for players looking to continue training during the offseason, but at a more affordable price point than individual lessons. Small groups will consist of 3-6 players, which allows for a more personalized experience than larger group classes but at a reduced cost for each participant.
 - **Structure:** Small group lessons will focus on specific skills (e.g., hitting, pitching, fielding, or general conditioning). They will be available during the offseason (fall and winter) and will allow players to keep up their skills in a group setting.
 - **Scheduling:** Small group lessons will be scheduled during evenings and weekends to accommodate players who are involved in other sports or school activities. Players will be able to attend almost three times a week instead of a standard one individual lesson per week.
 - **Revenue Potential from Small Group Lessons:** Each small group lesson will have 3–6 players per session. For simplicity, let's assume an average of 4 players per group, each paying **\$35** per session.

- **Teams:** Organizing our own teams to compete locally, regionally and nationally to further our players interests competitively.
 - Spring Season (10-14U)- April & May
 - Includes one practice per week & two tournaments
 - Summer Season (10-17U)- June & July

- Includes 5 tournaments with practices & training
 - Fall Season (10-18U)- August & September
 - Includes 4 tournaments with practices & training
- **Performance Training:** Year round program, offering specialized strength & conditioning sessions. Individualized & group training programs. Aimed to target athlete's overall areas of physical development. Our goal is to show real physical progress.
 - **Membership:** Monthly Membership to get access to our trainers & development plans
 - **Price:** \$150 per month. Minimum of 3 months required.

ADDITIONAL SERVICES:

- **Remote Training:** Use of online applications to offer online training for those that cannot get into our building on a regular basis. Fully remote or hybrid options.
- **Camps and Clinics:** Seasonal baseball camps or special clinics, such as summer camps, winter training programs, holiday camps or position-specific clinics.
- **Facility Rentals:** Renting out batting cages, pitching mounds, or full training facilities to teams or individuals.
- **Data Analysis:** Using technology (e.g., video analysis, radar guns, bat sensors) to track progress and offer data-driven feedback to players.
- **Youth Leagues or Tournaments:** Organizing leagues or tournaments for players & teams to compete or showcase their skills.
- **HitTrax League:** Organize a winter league that has the ability to simulate game. Use of a HitTrax system that measures ball flight data. Helps pay for the unit itself and creates a fun competitive atmosphere for our players.

MARKETING & SALES STRATEGY

- **Branding:** Develop a strong brand presence—logo, website, and social media platforms. Highlight the quality of your services, customer satisfaction, and success.
- **Promotions:** Use introductory offers or free trials to attract new customers. Partner with local schools or associations for special rates or sponsorships.
- **Online Marketing:** Create a website and social media accounts (X, Facebook, Instagram, YouTube) to reach a wider audience. Share training tips, success stories, and customer testimonials. Create impressions with photos and videos.
- **Email Campaigns:** Use Constant Contact with our list of 10k addresses to send out important information and marketing items
- **Partnerships:** Collaborate with local high schools, colleges, and youth baseball organizations to build relationships, increase awareness and increase business.
- **Targeted Advertising:** Use social media (X, Instagram, Facebook, TikTok) to promote programs, showcase success stories, and highlight tournaments.

- **Referral & Loyalty Program:** Offer discounts or free sessions for members who refer new clients as well as discounts for frequent users.
- **Open Houses:** Host free events to give potential members a chance to tour the facility and participate in introductory lessons.
- **Local Clinics:** Pop up clinics and Holiday Camps to expose the facility to new athletes and potential clients. Help create connections.

OPERATIONS PLAN

Facility Size and Layout

- **Total Space:** 8,000-10,000 square feet
- **Facility Design:** The layout will include multiple batting cages (3-6 cages), pitching tunnels, a weight training area, a video analysis room, and a dedicated space for team practices and skill development. This will allow for simultaneous training for multiple individuals and teams, maximizing usage during peak hours. Space will also include an office for our staff to work on specific needs in operating the business.
- **Key Areas:**
 - **Batting Cages:** Four high-tech batting cages equipped with adjustable pitching machines and live pitching options for various skill levels.
 - **Pitching Tunnels:** Two dedicated pitching tunnels with radar guns, pitching mounds, and space for bullpen practice.
 - **Strength and Conditioning Area:** Equipped with free weights, resistance training machines, and specialized conditioning equipment for injury prevention and performance enhancement.
 - **Classroom/Analysis Room:** For player performance reviews, video analysis, and strategic sessions with coaches using state-of-the-art technology.
 - **Pro Shop:** For selling baseball gear and merchandise, including bats, gloves, and training aids.
 - **Lobby and Reception:** A comfortable waiting area with customer service and sign-up capabilities for classes, lessons, and memberships.

Location Considerations:

The Twin Cities metro area offers a range of suitable locations, with a high concentration of schools, sports complexes, and family-friendly communities. Potential areas include suburban areas with easy access from Minneapolis and St. Paul, or near youth baseball leagues or high school sports facilities. The facility will be designed to attract both local players and families who are willing to commute for quality baseball training.

Key Amenities and Features:

- **Convenient Access:** Located near major highways, offering easy access for commuters from both Minneapolis and St. Paul.
- **Parking:** Ample parking for customers, including families and coaches attending team events.

- **Flexible Hours:** The facility will operate in the evenings and weekends to accommodate school-aged players, with availability for private lessons, team practices, and group training sessions. Will also have a key pad entry system for extra hours.
- **Comfortable Viewing Areas:** For parents and family members, we will provide viewing areas where they can watch their children train. This will be a crucial selling point for families who want to feel involved in their child's development.

Key Equipment & Technology:

To ensure the highest level of training, we will equip the facility with advanced baseball training technology, including:

- **Pitching Machines** (adjustable speeds and types of pitches)
- **Rapsodo / Hittrax** for measuring ball flight & key hitting & pitching metrics
- **Radar Guns** for monitoring pitching velocity
- **Bat Sensors** to track swing mechanics and optimize performance
- **Video Analysis Software** for technique breakdowns and progress tracking
- **Strength & Conditioning Equipment** to complement the baseball training, including resistance bands, free weights, and balance equipment

Staffing:

The facility will employ experienced trainers who specialize in various aspects of baseball (pitching, hitting, fielding, etc.). Typically, these coaches have an extensive knowledge of the game and played either professional or college baseball. We want to be known as a facility that has experts in their given area of expertise. Staff will also include front desk personnel, customer service staff, and maintenance personnel to ensure smooth daily operations. Our goal is to create one of the best staffs in the state that relate really well to kids of all ages and develop an extensive reputation for developing athletes. We currently have 12 coaches with us during our Fall season that have played at every level of college baseball with some even playing professionally.

FINANCIAL PLAN

Funding Request:

We are seeking **\$400,000** to cover the following initial expenses:

- **Lease and Build-Out Costs:** For the 10,000 sq. ft. facility, including installation of **coded entry systems, online booking portal, and training equipment** (pitching machines, radar guns, etc.).
- **Purchase of Equipment:** Batting cages, pitching tunnels, strength training & skill development tools, and team gear.
- **Operating Expenses:** Staffing, marketing, and program promotion during the first 12 months

REFER TO DOCUMENT A FOR STARTUP COSTS & EXPENSES

Expected Return on Investment:

RISK ANALYSIS

Initial Customer Adoption

- **Description:** The challenge of attracting and retaining a steady customer base for a new baseball training facility.
- **Impact:** Slower revenue growth, Brand reputation, Market penetration.
- **Likelihood:** High in initial stages / Moderate to low once customer base is established
- **Mitigation Strategies:**
 - Aggressive marketing & outreach by using local advertising, website & social media channels. Create promotional offers and introductory discounts.
 - Create a referral program that gives current customers incentives for referring new clients.
 - Create the best quality assurance by offering personalized training sessions that cater to the individual needs and goals of athletes, showcasing the value of specialized coaching over generic programs.
 - Implement strong customer service techniques by providing consistent ongoing communication. Keep potential customers engaged with regular updates about training programs, upcoming events, and special offers via email newsletters and social media.
 - Build trust & credibility by publicizing the qualification and experience of our staff. Hold facility tours and open houses where potential clients can meet our staff and ask questions before becoming a member of the program.
 - Ability to adjust based on customer feedback and market research.

Market Competition

- **Description:** The Twin Cities market has other training facilities and travel baseball teams that offer a similar service.
- **Impact:** Competitive pricing pressure, potential loss of customers to more established or larger facilities.
- **Likelihood:** Moderate.
- **Mitigation Strategies:**
 - Focus on differentiating your facility by offering specialized services (e.g., advanced progress & analytics, personalized coaching, mental conditioning).
 - Build strong relationships with local schools, youth leagues, and sports organizations to secure consistent customer bases.
 - Ensure a strong online presence, offering booking convenience and showcasing success stories/testimonials.
 - Create an unmatched culture that athletes & families thrive on

Customer Retention and Satisfaction

- **Description:** Maintaining high levels of customer satisfaction is critical for retention, but negative experiences (e.g., poor facility conditions, ineffective training) can drive clients to competitors.
- **Impact:** Reduced customer retention, negative reviews, and a damaged reputation.
- **Likelihood:** Moderate.
- **Mitigation Strategies:**
 - Solicit customer feedback regularly and address any concerns promptly.
 - Ensure a consistent and high-quality training experience.
 - Implement a loyalty program, referral incentives, and engaging community events to foster customer loyalty.

Talent and Staffing Issues

- **Description:** Recruiting and retaining qualified coaches, trainers, and support staff may be challenging during the startup phase.
- **Impact:** High turnover can lead to inconsistencies in training quality and customer dissatisfaction.
- **Likelihood:** Moderate.
- **Mitigation Strategies:**
 - Provide competitive salaries and professional development opportunities to retain top talent.
 - Establish a clear career path and growth opportunities within the organization.
 - Create a strong organizational culture that promotes employee satisfaction and loyalty.

EXIT STRATEGY

Although there is no plan to exit this business anytime in the near future, we would like to create something that can be sold down the road. The goal would be to operate the business as the lead as long as possible, start delegating more duties and potentially sell a piece to our top employees when the time is right.

Years 1-3: Complete focus on growing the business while enhancing services. Provide an unmatched product with a high level of retention.

Years 4-6: Start thinking about long-term goals and begin enhancing business value. Diversify revenue streams, continue improving customer retention, and streamline operations.

Years 7-12: Focus on documenting our processes, strengthening the customer base, and reducing personal involvement in day-to-day operations. Start thinking about a succession plan or start identifying potential employees that might be good fits to take over.

Years 13-15: Conduct a formal business valuation and begin preparing for the exit (whether through sale, merger, or transition). Clean up finances, resolve debts, and ensure that key employees are on board for the transition.

Exit Year (Year 15): Execute the exit plan, whether it's selling or passing on to family. Transition over a 6-12 month period for a smooth handoff.

CITY OF PLYMOUTH
HENNEPIN COUNTY, MINNESOTA

ORDINANCE No. 2026-04

**ORDINANCE AMENDING CHAPTER 21 (ZONING ORDINANCE) OF THE CITY CODE TO
AMEND THE PUD 83-1 (PARKERS LAKE) TO ALLOW AN INDOOR
SPORTS/FITNESS/COMMERCIAL RECREATION BUSINESS USE
AT 2155 NIAGARA LANE (2026012)**

THE CITY OF PLYMOUTH ORDAINS:

Section 1. Amendment of City Code. Section 21655.33 of the City Code is hereby amended with ~~deleted text~~ and new text as follows:

Subd. 4. ~~Allowable Uses. In addition to the uses previously approved within the PUD, a picture framing facility including warehouse with a showroom for retail sales, as well as an indoor sports/fitness/commercial recreation business, shall be permitted on Lot 1, Block 1, Northwest Pointe Business Centre. Incorporated herein by reference are the PUD amendment plans to an indoor sports/fitness/commercial recreation business as approved by City Council Resolution 2026-112 on file with the office of the Zoning Administrator under File 2026012.~~

Section 2. Amendment of City Code. Section 21655.33, Subd. 3 (c) of the City Code is hereby amended with new text as follows:

Subd. 5. Allowable Uses. In addition to the uses previously approved within the PUD, a picture framing facility including warehouse with a showroom for retail sales, as well as an indoor sports/fitness/commercial recreation business, shall be permitted on Lot 1, Block 1, Northwest Pointe Business Centre.

Section 3. Effective Date. This amendment shall take effect immediately upon its passage.

ADOPTED by the City Council this 28th day of April, 2026.

Clark Gregor, Deputy Mayor

ATTEST:

Jodi M. Gallup, City Clerk

CITY OF PLYMOUTH

RESOLUTION No. 2026-112

RESOLUTION APPROVING PUD AMENDMENT TO ALLOW A SPORTS/FITNESS/COMMERCIAL RECREATION BUSINESS, INDOOR, USE, 2155 NIAGARA LANE (2026012)

WHEREAS, Thorney Training LLC has requested approval of a PUD (planned unit development) amendment to allow an indoor sports/fitness/commercial recreation business use to the Northwest Pointe Business Centre located at 2155 Niagara Lane, legally described as Lot 1, Block 1, Northwest Pointe Business Centre, Hennepin County, Minnesota; and,

WHEREAS, the Planning Commission has reviewed said request at a duly called public hearing and recommends approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that it should and hereby does approve the request by Thorney Training LLC for a PUD amendment to allow a sports/fitness/commercial recreation business, indoor, use to the Northwest Pointe Business Centre, 2155 Niagara Lane, subject to the following conditions:

1. A PUD amendment is approved to allow an indoor sports/fitness/commercial recreation business, in accordance with plans received by the City on March 3, 2026, except as may be amended by this resolution.
2. A building permit will be required. Building code related requirements will be addressed at building permit application submittal.
3. A Minnesota licensed architect will need to prepare plans, building code analysis and specifications for building permit submittal.
4. The mechanical ventilation system will need to be verified and updated as needed for the proposed tenant space.
5. Sewer Accessibility Charge (SAC) determination is required. Contact the Metropolitan Council for submittal requirements at sacprogram@metc.state.mn.us.
6. Standard Conditions:
 - a. Compliance with the city's lighting regulations.
 - b. Any subsequent phase or expansions are subject to required reviews and approvals per ordinance provisions.
7. Fire code related items will be reviewed when permits are submitted.
8. Licensed contractors are required for all fire alarm, fire sprinkler and hydrant work.
9. Ensure coverage of sprinkler and fire alarm systems are adequate for this type of use based on the Minnesota state fire code.

APPROVED by the City Council this 28th day of April, 2026.

STATE OF MINNESOTA)

COUNTY OF HENNEPIN) SS.

The undersigned, being the duly qualified and appointed City Clerk of the City of Plymouth, Minnesota, certifies that I compared the foregoing resolution adopted at a meeting of the Plymouth City Council on April 28, 2026, with the original thereof on file in my office, and the same is a correct transcription thereof.

WITNESS my hand officially as such City Clerk and the Corporate seal of the city this _____ day of

_____, _____.

City Clerk

CITY OF PLYMOUTH

RESOLUTION No. 2026-113

RESOLUTION APPROVING FINDINGS OF FACT FOR AMENDING ZONING ORDINANCE SECTION 21655 (2026012)

WHEREAS, Thorney Training LLC has requested approval of a PUD (planned unit development) amendment to allow an indoor sports/fitness/commercial recreation business use to the Northwest Pointe Business Centre located at 2155 Niagara Lane, legally described as Lot 1, Block 1, Northwest Pointe Business Centre, Hennepin County, Minnesota; and

WHEREAS, the Planning Commission has reviewed said request at a duly called public hearing and recommends approval; and

WHEREAS, the City Council has adopted an ordinance amending the zoning ordinance text.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that it should and hereby does approve the request by Thorney Training LLC for an amendment to 21655.33 entitled "PUD 83-1 (Parkers Lake)" to add indoor sports/fitness/commercial recreation business as an allowable use on the site within the PUD – located at 2155 Niagara Lane, based on the following findings:

1. The proposal is consistent with the IND (industrial) land use guiding designation of the site, and the sports/fitness/commercial recreation business, indoor, use would fit in with the overall purposes and intent of the PUD.
2. The proposal would be consistent with the comprehensive plan, zoning regulations, and previously approved PUD for this site.

APPROVED by the City Council this 28th day of April, 2026.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS.

The undersigned, being the duly qualified and appointed City Clerk of the City of Plymouth, Minnesota, certifies that I compared the foregoing resolution adopted at a meeting of the Plymouth City Council on April 28, 2026, with the original thereof on file in my office, and the same is a correct transcription thereof.

WITNESS my hand officially as such City Clerk and the Corporate seal of the city this _____ day of _____, _____.

City Clerk

To: Dave Callister, City Manager

Prepared by: Natalie Dorcy, Office Support Specialist

Reviewed by: Jodi Gallup, City Clerk

Item: **Approve temporary on-sale liquor licenses for Plymouth Civic League for events on June 12, 2026, July 17, 2026, August 28, 2026 and October 1, 2026**

1. Action Requested:

Adopt attached resolutions approving temporary on-sale liquor license for Plymouth Civic League.

2. Background:

The Plymouth Civic League has submitted their annual temporary liquor license applications to serve liquor for the following events and dates:

- June 12, 2026 - community concert night at Hilde Performance Center
- July 17, 2026 - community concert night at Hilde Performance Center
- August 28, 2026 - community concert night at Hilde Performance Center
- October 1, 2026 - annual fundraiser at Plymouth Community Center

3. Budget Impact:

License fee of \$50 per event and liability insurance have been received.

4. Attachments:

1. City Council Resolution 2026-114
2. City Council Resolution 2026-115
3. City Council Resolution 2026-116
4. City Council Resolution 2026-117

CITY OF PLYMOUTH

RESOLUTION No. 2026-114

RESOLUTION APPROVING TEMPORARY LIQUOR LICENSE APPLICATION OF PLYMOUTH CIVIC LEAGUE

WHEREAS, Plymouth Civic League has submitted a Temporary Liquor License application for a city community concert night at the Hilde Performance Center, 3500 Plymouth Boulevard, on June 12, 2026; and

WHEREAS, this event is classified as a community event per Minnesota Statutes concerning Temporary Liquor Licenses; and

WHEREAS, the required fee and certificate of liquor liability insurance have been received.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the Temporary Liquor License application of Plymouth Civic League for a city community concert night at the Hilde Performance Center on June 12, 2026 is approved.

APPROVED by the City Council on this 28th day of April, 2026.

CITY OF PLYMOUTH

RESOLUTION No. 2026-115

RESOLUTION APPROVING TEMPORARY LIQUOR LICENSE APPLICATION OF PLYMOUTH CIVIC LEAGUE

WHEREAS, Plymouth Civic League has submitted a Temporary Liquor License application for a city community concert night at the Hilde Performance Center, 3500 Plymouth Boulevard, on July 17, 2026; and

WHEREAS, this event is classified as a community event per Minnesota Statutes concerning Temporary Liquor Licenses; and

WHEREAS, the required fee and certificate of liquor liability insurance have been received.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the Temporary Liquor License application of Plymouth Civic League for a city community concert night at the Hilde Performance Center on July 17, 2026 is approved.

APPROVED by the City Council on this 28th day of April, 2026.

CITY OF PLYMOUTH

RESOLUTION No. 2026-116

RESOLUTION APPROVING TEMPORARY LIQUOR LICENSE APPLICATION OF PLYMOUTH CIVIC LEAGUE

WHEREAS, Plymouth Civic League has submitted a Temporary Liquor License application for a city community concert night at the Hilde Performance Center, 3500 Plymouth Boulevard, on August 28, 2026; and

WHEREAS, this event is classified as a community event per Minnesota Statutes concerning Temporary Liquor Licenses; and

WHEREAS, the required fee and certificate of liquor liability insurance have been received.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the Temporary Liquor License application of Plymouth Civic League for a city community concert night at the Hilde Performance Center on August 28, 2026 is approved.

APPROVED by the City Council on this 28th day of April, 2026.

CITY OF PLYMOUTH

RESOLUTION No. 2026-117

RESOLUTION APPROVING TEMPORARY LIQUOR LICENSE APPLICATION OF PLYMOUTH CIVIC LEAGUE

WHEREAS, Plymouth Civic League has submitted a Temporary Liquor License application for an event at the Plymouth Community Center, 14800 34th Avenue North, on October 1, 2026; and

WHEREAS, the required fee and certificate of liquor liability insurance have been received.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the Temporary Liquor License application of Plymouth Civic League for an event at the Plymouth Community Center on October 1, 2026 is approved.

APPROVED by the City Council on this 28th day of April, 2026.

To: Dave Callister, City Manager

Prepared by: Natalie Dorcy, Office Support Specialist

Reviewed by: Jodi Gallup, City Clerk

Item: **Public Hearing for the on-sale intoxicating liquor license applications with Sunday sales of LTF Club Operations Company, Inc. d/b/a Life Time, 3600 Plymouth Boulevard**

1. Action Requested:

Following the public hearing, adopt the attached resolution approving on-sale intoxicating liquor license with Sunday sales of LTF Club Operations Company, Inc. d/b/a Life Time, 3600 Plymouth Boulevard.

2. Background:

LTF Club Operations Company, Inc. d/b/a Life Time has applied for an on-sale intoxicating liquor license with Sunday sales for their outdoor pool area and restaurant, Life Cafe and Bistro, located at 3600 Plymouth Boulevard. Life Time is a health and wellness facility that offers a full gym, fitness classes, personal training, nutritional coaching, full-service salon and spa, as well as offering indoor and outdoor lap pools, leisure pools, whirlpools and water slides. The Life Cafe and Bistro offers sandwiches, salads, pre-packaged health foods and smoothies. Alcohol will be served from the Life Cafe on the first floor and in the summer months from the outdoor Bistro. The restaurant has indoor seating for 38 and their outdoor pool has seating for 215.

The Police Department has conducted the criminal background investigation and has found no reason to deny the license. The required notification was provided to property owners within 500 feet of the site per City Code 1201.25.

3. Budget Impact:

The city has received the required background investigation fee. The prorated license fee for the remainder of the license period will be paid prior to issuance of the license.

4. Attachments:

1. Property Owners within 500'
2. Location Map
3. Life Time Floor Plans
4. City Council Resolution 2026-118

40 16-118-22 33 0012
PLYMOUTH CITY CENTER II LLC
10700 OLD COUNTY RD NO 15
SUITE 285
PLYMOUTH MN 55441

40 21-118-22 22 0022
SIGNATURE PLUS LLC
16905 40TH AVE N
PLYMOUTH MN 55446

40 21-118-22 22 0032
SUSMITHA RUDDARRAJU
15212 60TH AVE N
PLYMOUTH MN 55446

40 16-118-22 33 0014
BAKKEN PROP OF PLYMOUTH LLC
16610 45TH AVE N
PLYMOUTH MN 55446

40 21-118-22 22 0023
B2B TECHNOLOGY INC
15600 35TH AVE N #102
PLYMOUTH MN 55447

40 21-118-22 22 0033
AR RAHMAN GROUP LLC
787 ASTER RD
MEDINA MN 55340

40 16-118-22 34 0004
CITY OF PLYMOUTH
3400 PLYMOUTH BLVD
PLYMOUTH MN 55447

40 21-118-22 22 0024
BLACKSTONE BUSINESS GRP INC
15600 35TH AVE N
SUITE 102
PLYMOUTH MN 55447

40 21-118-22 22 0034
PARTNER PIONEERS LLC
16400 61ST AVE N
PLYMOUTH MN 55446

40 16-118-22 34 0013
PLYMOUTH H R A
3400 PLYMOUTH BLVD
PLYMOUTH MN 55447

40 21-118-22 22 0025
BLACKSTONE BUSINESS GRP INC
15600 35TH AVE N SUITE 102
PLYMOUTH MN 55447

40 21-118-22 22 0035
PARTNER PIONEERS LLC
16400 61ST AVE N
PLYMOUTH MN 55446

40 16-118-22 34 0014
CITY OF PLYMOUTH
3400 PLYMOUTH BLVD
PLYMOUTH MN 55447

40 21-118-22 22 0026
IVADEYA PROPERTIES LLC
16935 56TH AVENUE NORTH
PLYMOUTH MN 55446

40 21-118-22 22 0036
GENISYS TECHNOLOGIES INC
3545 PLYMOUTH BLVD #115
PLYMOUTH MN 55447

40 16-118-22 34 0015
CITY OF PLYMOUTH
3400 PLYMOUTH BLVD
PLYMOUTH MN 55447

40 21-118-22 22 0027
DEREK CLEMENT
C/O DC ENTERPRISES LLC
3515 PLYMOUTH BLVD #106
PLYMOUTH MN 55447

40 21-118-22 22 0037
PLYMOUTH BLVD PROPERTIES LLC
MATTHEW DOHERTY
3555 PLYMOUTH BLVD STE 117
PLYMOUTH MN 55447

40 16-118-22 34 0017
LIFETIME FITNESS INC
ATTN STEVE KERZMAN
2902 COPORATE PL
CHANHASSEN MN 55317

40 21-118-22 22 0028
JOHN W BOYER
3525 PLYMOUTH BLVD #107
PLYMOUTH MN 55447

40 21-118-22 22 0038
PLYMOUTH BLVD PROPERTIES LLC
MATTHEW DOHERTY
3555 PLYMOUTH BLVD STE 117
PLYMOUTH MN 55447

40 21-118-22 21 0007
CITY OF PLYMOUTH
3400 PLYMOUTH BLVD
PLYMOUTH MN 55447

40 21-118-22 22 0029
N W BUYERS & JOBBERS INC
3525 PLYMOUTH BLVD #108
PLYMOUTH MN 55447

40 21-118-22 22 0039
BRAD KAPLAN
3555 PLYMOUTH BLVD
SUITE 118
PLYMOUTH MN 55447

40 21-118-22 21 0010
CITY OF PLYMOUTH
3400 PLYMOUTH BLVD
PLYMOUTH MN 55447

40 21-118-22 22 0030
PLYMOUTH TOWN PROPERTIES LLC
3525 PLYMOUTH BLVD #109
PLYMOUTH MN 55447

40 21-118-22 22 0040
KALYAN KUMAR CHANDA
MADHURI KALYAN CHANDA
16400 61ST AVE N
PLYMOUTH MN 55446

40 21-118-22 21 0011
CITY OF PLYMOUTH
3400 PLYMOUTH BLVD
PLYMOUTH MN 55447

40 21-118-22 22 0031
KR HOLDINGS LLC
T&KW PROPERTIES LLC ET AL
3535 PLYMOUTH BLVD #110
PLYMOUTH MN 55447

40 21-118-22 22 0041
MCKEE & ANDREWS PROP LLC
15600 35TH AVE N #202
PLYMOUTH MN 55447

40 21-118-22 22 0042
PAKLAND LLC
ADNAN JALIL
4908 THREE POINTS BLVD
MOUND MN 55364

40 21-118-22 22 0052
JOHN CAVANAUGH
3545 PLYMOUTH BLVD #213
PLYMOUTH MN 55447

40 21-118-22 22 0043
PLYMOUTH PHOENIX LLC
3515 PLYMOUTH BLVD #204
PLYMOUTH MN 55447

40 21-118-22 22 0053
ATN PROPERTIES LLC
1121 JUBERT TRAIL
MEDINA MN 55340

40 21-118-22 22 0044
ISAM VENTURES LLC
C/O AMBER EICHTEN
3515 PLYMOUTH BLVD #205
PLYMOUTH MN 55447

40 21-118-22 22 0054
JOSEPH CAVANAUGH
275 LAKEVIEW RD
WAYZATA MN 55391

40 21-118-22 22 0045
PLEXUS PROPERTIES LLC
3515 PLYMOUTH BLVD #206
PLYMOUTH MN 55447

40 21-118-22 22 0055
JAYSUE LLC
ATTN ELLIE ADELMAN
3555 PLYMOUTH BLVD #216
PLYMOUTH MN 55447

40 21-118-22 22 0046
JOHN W BOYER
3525 PLYMOUTH BLVD #107
PLYMOUTH MN 55447

40 21-118-22 22 0058
GFE INVESTMENT LLC
3555 PLYMOUTH BLVD #218
PLYMOUTH MN 55447

40 21-118-22 22 0047
RRY 1 LLC
3525 PLYMOUTH BLVD #208
PLYMOUTH MN 55447

40 21-118-22 22 0048
PLYMOUTH CREEK HOLDINGS LLC
17374 70TH AVE N
MAPLE GROVE MN 55311

40 21-118-22 22 0049
KR HOLDINGS LLC
KAYLA RUIKKIE
16345 62ND PLACE NORTH
MAPLE GROVE MN 55311

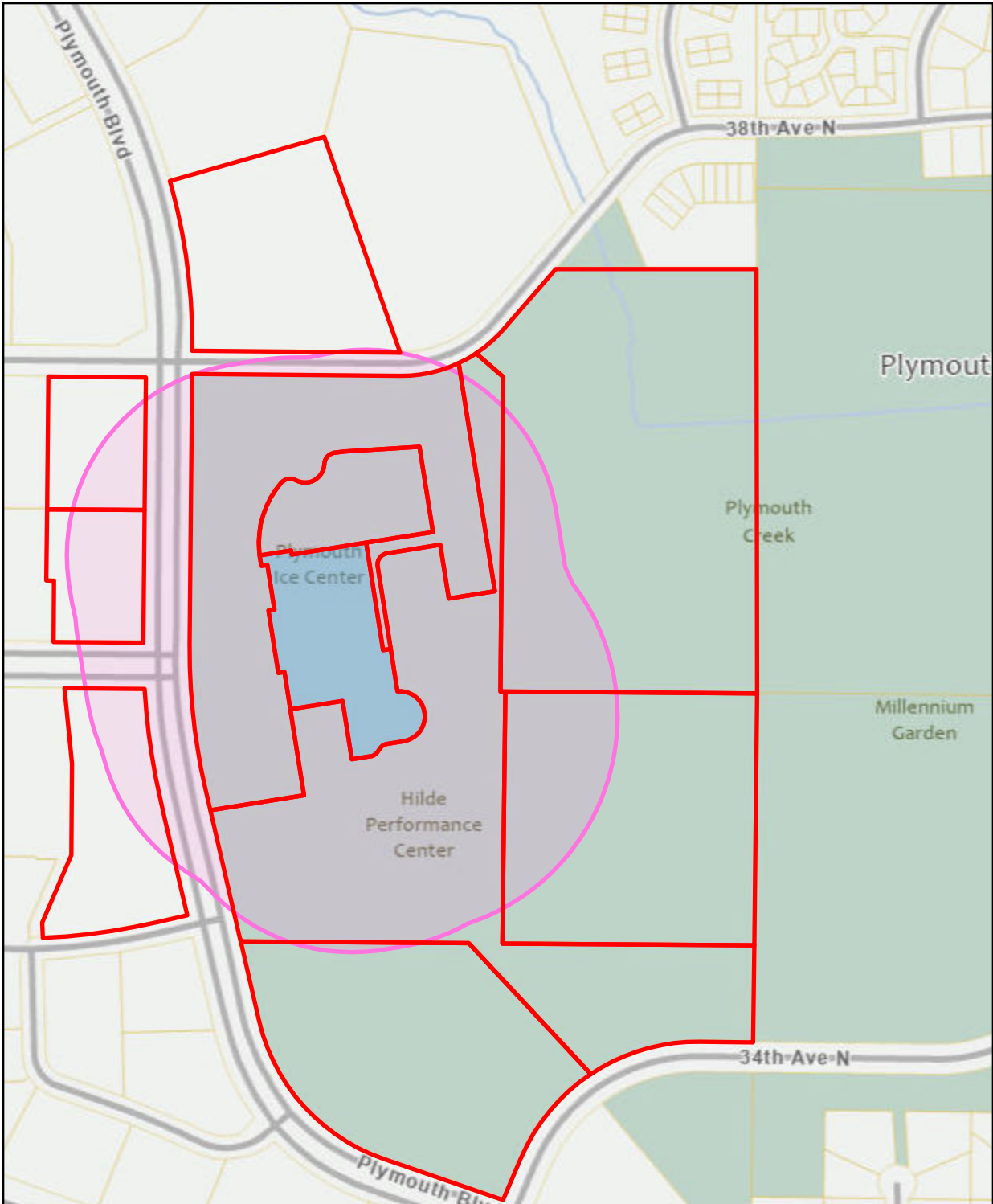
40 21-118-22 22 0050
KR HOLDINGS LLC
T&KW PROPERTIES LLC ET AL
3535 PLYMOUTH BLVD #110
PLYMOUTH MN 55447

40 21-118-22 22 0051
TANEJA PROPERTIES LLC
6648 KIMBERLY LANE N
MAPLE GROVE MN 55311



Hennepin County Locate & Notify Map

Date: 3/30/2026



Buffer Size: 500

Map Comments:

0 100 200 400 Feet
|-----|-----|-----|-----|

This data (i) is furnished 'AS IS' with no representation as to completeness or accuracy; (ii) is furnished with no warranty of any kind; and (iii) is not suitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this data.

For more information, contact Hennepin County GIS Office
300 6th Street South, Minneapolis, MN 55487 / gis.info@hennepin.us

CITY OF PLYMOUTH

RESOLUTION No. 2026-118

RESOLUTION APPROVING ON-SALE INTOXICATING LIQUOR LICENSE APPLICATIONS WITH SUNDAY SALES OF LTF CLUB OPERATIONS COMPANY, INC. D/B/A LIFE TIME, 3600 PLYMOUTH BOULEVARD

WHEREAS, LTF Club Operations Company, Inc. d/b/a Life Time, 3600 Plymouth Boulevard, has submitted applications for On-Sale Intoxicating Liquor License with Sunday Sales for a restaurant and pool located at 3600 Plymouth Boulevard; and

WHEREAS, the Police Department has conducted a background investigation and has found no reason to deny the application.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the On-Sale Intoxicating Liquor License applications with Sunday Sales of 3600 Plymouth Boulevard, is approved for a license period that will expire January 31, 2027.

BE IT FURTHER RESOLVED that approval is contingent upon the city receiving all documentation as required in the liquor license application.

APPROVED by the City Council on this 28th day of April, 2026.

To: Dave Callister, City Manager

Prepared by: Jodi Gallup, City Clerk

Reviewed by: Amanda Kaufman, Deputy City Manager

Item: **Adopt ordinance amending Plymouth City Code Section 1150 concerning tobacco and related products and Section 1010 concerning license fees and adopt resolution approving summary publication of the ordinance**

1. Action Requested:

Adopt ordinance amending Plymouth City Code Section 1150 concerning tobacco and related products and Section 1010 concerning license fees and adopt resolution approving summary publication of the ordinance.

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

2. Background:

The City Council discussed potential amendments to the tobacco licensing ordinance at study sessions on October 28, 2025 and January 27, 2026. Following these discussions, staff prepared a draft ordinance incorporating council direction.

A public hearing was held on April 13, 2026, following a required notice to all license holders in accordance with Minnesota State Statute 461.19. After the hearing, the council directed staff to return with the ordinance as presented for consideration of adoption at the April 28 meeting.

The proposed amendments include:

- Setting the maximum number of new tobacco licenses at zero
- Establishing a 500-foot buffer from schools and youth-oriented park amenities for new licenses

- Prohibiting the sale of flavored products
- Eliminating couponing and price promotions
- Increasing the annual license fee
- Increasing administrative penalties for violations
- Updating ordinance language (purpose, definitions and severability)

3. Budget Impact:

Plymouth currently has 40 approved tobacco licenses at \$300 each for a total annual revenue of \$12,000. Under the proposed amendment, the annual license fee would increase to \$500 per license for a total annual revenue of \$20,000. These additional funds would help offset the costs for compliance checks and educational outreach.

In 2025, two personnel from the Police Department spent three full eight-hour days (24 hours) on compliance checks and additional office hours on follow-up procedures. Under the proposed amendments prohibiting flavors and coupons, at least one additional round of compliance checks would be needed to enforce these changes, doubling the police department's time.

4. Attachments:

1. Presentation
2. City Council Ordinance 2026-05
3. (Tabled to 5/12) Resolution



Tobacco Licensing Ordinance Amendments

April 28, 2026



Background

October 28, 2025, Special Council Meeting

- License caps
- Buffer zone from youth-sensitive land uses

January 27, 2026, Special Council Meeting

- Amend license and penalty fees
- Prohibit flavors
- Prohibit price promotion and coupons

April 13, 2026, Regular Council Meeting

- Held public hearing on proposed amendments (required 30-day notice was sent on March 9)
- Council directed staff to prepare ordinance for adoption

Tobacco Licensing Ordinance Amendments

Caps	Buffer Zone	Flavors	Coupons	License Fee	Penalties	Other
<u>Proposed:</u> Set max number of new tobacco licenses at zero <u>Current:</u> No cap	<u>Proposed:</u> 500' buffer zone for new licenses from schools and park amenities regularly used by minors <u>Current:</u> No buffer zone	<u>Proposed:</u> Prohibit the sale of all flavored products <u>Current:</u> No prohibition on flavored products	<u>Proposed:</u> Eliminate coupon and price promotion <u>Current:</u> No restrictions	<u>Proposed:</u> \$500 per year <u>Current:</u> \$300 per year	<u>Proposed with current language strikethrough:</u> 1st Violation = \$500 fine and 5-day suspension stayed 2nd Violation = \$750 <u>\$1,000</u> fine and 5 <u>10</u>-day suspension 3rd Violation = \$1,000 <u>\$2,000</u> fine and 10 <u>20</u>-day suspension 4th Violation = Revocation	<u>Clean-up language:</u> - Purpose and intent - Definitions - Severability

Next Steps

Notify license holders of ordinance amendment

A light blue downward-pointing arrow indicating the flow from the first step to the second.

Provide retail and community education

A light green downward-pointing arrow indicating the flow from the second step to the third.

Post-implementation assessment and enforcement

WE DO NOT ACCEPT COUPONS OR DISCOUNTS FOR ANY TOBACCO OR VAPE PRODUCTS



Plymouth City Code prohibits price discounts and the redemption of coupons for any tobacco or vape products in the City of Plymouth.



Stop Sales to Minors
stopsalestominors.org

Training for retailers to prevent tobacco sales to minors.

**COMPLY WITH STATE AND
FEDERAL COMMERCIAL
TOBACCO LAWS:**
A FREE AND EASY WAY TO
TRAIN YOUR EMPLOYEES!
www.stopsalestominors.org

Provide training resources to tobacco license holders



Reminder: Plymouth Tobacco Sales Requirements

As of January 1, 2028, licensed tobacco vendors in Plymouth may sell only unflavored tobacco products. The sale of flavored tobacco products, including mint and menthol is prohibited.

Mail postcards to tobacco license holders - multiple times

Cigarettes

NOT ALLOWED



Examples of menthol cigarettes:
Newport, Marlboro menthol, Kool true menthol,
and Camel Crush

ALLOWED



Examples of non-menthol cigarettes: Marlboro,
American Spirit, Pall Mall, and Camel
unflavored

*Cigarettes that are not flavored are allowed to be sold by all
licensed tobacco vendors.*

Cigars and Cigarillos

NOT ALLOWED



Examples of flavored cigars and cigarillos:
Strawberry, Raspberry Cream, Mango, White
Grape, Wintergreen, Arctic Ice, and Grape

ALLOWED



Examples of non-flavored cigars and cigarillos:
Garcia Vega, Swisher Diamonds, White Owl Silver,
and unflavored Black & Mild

*Cigarillos and cigars that are not flavored are allowed to be
sold by all licensed tobacco vendors.*

Smokeless Tobacco and Nicotine Pouches

NOT ALLOWED



Examples of flavored smokeless tobacco:
Wintergreen Grizzly, Cherry Skoal, Wintergreen
Camel, Camel Snus Winterchill, General Swedish
Snus Mint and Zyn Citrus.

ALLOWED



Examples of non-flavored smokeless
tobacco: Copenhagen Snuff, Grizzly Long
Cut, Skoal Classic Straight, and Zyn Smooth.

*Smokeless tobacco that is not flavored is allowed to be sold
by all licensed tobacco vendors.*

E-cigarettes and E-juice

NOT ALLOWED



Examples of flavored e-cigarettes and e-juice:
Peach, Menthol, and Fruit Stripe e-juice; Geek Bar
Berry Bliss, Loon Mountain Dude, Off Stamp
Dragon Strawnana, and Pillow Talk Sour Shock.

ALLOWED



Examples of non-flavored e-cigarettes and e-
juice: Vuse Golden Tobacco, JUUL Virginia
Tobacco, NJOY Classic Tobacco, and Loon Maxx
Classic Tobacco.

*E-cigarettes and e-juice that are not flavored are allowed to
be sold by all licensed tobacco vendors.*

Recommended Action

- Motion to adopt ordinance amending Plymouth City Code Section 1150 Concerning Tobacco and Related Products and Section 1010 Concerning License Fees
 - Requires 4/7 vote
- Motion to adopt resolution approving summary publication of the ordinance
 - Requires 6/7 vote

CITY OF PLYMOUTH

ORDINANCE NO. 2026-05

ORDINANCE AMENDING PLYMOUTH CITY CODE SECTION 1150 CONCERNING TOBACCO AND RELATED PRODUCTS AND SECTION 1010 CONCERNING LICENSE FEES

THE CITY OF PLYMOUTH, MINNESOTA ORDAINS:

SECTION 1. Section 1150.01 of the Plymouth City Code is amended, with existing text, ~~deleted text~~, and new text as follows:

1150.01. – Purpose and Intent.

~~Because t~~The City recognizes that tobacco use has been shown to be the cause of several serious health problems which subsequently place a financial burden on all levels of government.~~;~~~~t~~ This ordinance is intended to regulate the sale of tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products for the purpose of enforcing and furthering existing laws, and to protect minors and young adults against the serious effects associated with use and initiation, and to further the official public policy of the state to prevent young people from starting to smoke, as stated in Minnesota Statutes 144.391.

~~The City also recognizes that the use of tobacco products has devastating health and economic consequences. Tobacco use is the foremost preventable cause of premature death in America. It causes half a million deaths annually and has been responsible for 20.8 million premature deaths in the U.S. over the past 50 years since the first Surgeon General's report on smoking in 1964. This leads to more than \$300 billion in health care and lost worker productivity costs each year. In Minnesota, smoking was responsible for \$3.39 billion in excess medical expenditures and the deaths of 6,312 individuals in 2014. The City further recognizes that young people are particularly susceptible to the addictive properties of tobacco products, and are particularly likely to become lifelong users. An estimated 5.6 million youth aged 0 to 17 are projected to die prematurely from a tobacco-related illness if prevalence rates do not change. National data show that about 95 percent of adult smokers begin smoking before they turn 21. The ages of 18 to 21 are a critical period when many smokers move from experimental smoking to regular, daily use. Electronic delivery device use among minors has recently tripled and is high among youth. Young minds are particularly susceptible to the addictive properties of nicotine. As a result, approximately three out of four teen smokers end up smoking into adulthood. In 2015, the Institute of Medicine concluded that raising the minimum legal sales age for tobacco products nationwide will reduce tobacco initiation, particularly among adolescents aged 15 to 17, improve health across the lifespan, and save lives; and that raising the minimum legal sales age for tobacco products nationwide to 21 would, over time, lead to a 12 percent decrease in smoking prevalence. The Institute of Medicine also predicts that raising the minimum legal sales age for tobacco products nationwide to 21 would result in 223,000 fewer premature deaths, 50,000 fewer deaths from lung cancer, and 4.2 million fewer years of life lost for those born between 2000 and 2019, and would result in near immediate reductions in preterm birth, low birth weight, and sudden infant death syndrome. In making these findings, the City Council accepts the conclusions and recommendations of the U.S. Surgeon General reports, "E-cigarette~~

Use Among Youth and Young Adults" (2016), "The Health Consequences of Smoking—50 Years of Progress" (2014) and "Preventing Tobacco Use Among Youth and Young Adults" (2012); a BlueCross BlueShield of Minnesota report, "Health Care Costs and Smoking in Minnesota: The Bottom Line" (2017); the Institute of Medicine in their study, "Public Health Implications of Raising the Minimum Age of Legal Access to Tobacco Products" (2015); the Centers for Disease Control and Prevention in their studies, "Tobacco Use Among Middle and High School Students—United States, 2011—2015," and "Selected Cigarette Smoking Initiation and Quitting Behaviors Among High School Students, United States, 1997"; and of the following scholars in these scientific journals: Xin Xu et al., Annual Healthcare Spending Attributable to Cigarette Smoking: An Update, Am. J. Prev. Med. 48(3): 326-33 (Mar. 2015); Giovino GA, "Epidemiology of Tobacco Use in the United States," Oncogene (2002) 21, 7326-40; Khuder SA, et al., "Age at Smoking Onset and its Effect on Smoking Cessation," Addictive Behavior 24(5):673-7, September-October 1999; D'Avanzo B, et al., "Age at Starting Smoking and Number of Cigarettes Smoked," Annals of Epidemiology 4(6):455-59, November 1994; Chen, J & Millar, WJ, "Age of Smoking Initiation: Implications for Quitting," Health Reports 9(4):39-46, Spring 1998; and Everett SA, et al., "Initiation of Cigarette Smoking and Subsequent Smoking Behavior Among U.S. High School Students," Preventive Medicine, 29(5):327-33, November 1999; copies of which are adopted by reference.

SECTION 2. Section 1150.02 of the Plymouth City Code is amended, with existing text, ~~deleted text~~, and new text as follows:

1150.02. – Definitions.

For the purpose of this Section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Child-Resistant Packaging. Packaging that meets the definition set forth in Code of Federal Regulations, title 16, section 1700.15(b), as in effect on January 1, 2015, and was tested in accordance with the method described in Code of Federal Regulations, title 16, section 1700.20, as in effect on January 1, 2015.

Cigar. Any roll of tobacco that is wrapped in tobacco leaf or in any other substance containing tobacco, with or without a tip or mouthpiece, which is not a cigarette as defined in Minn. Stats. § 297F.01, subd. 3, as may be amended from time to time.

Compliance Checks. The system the City uses to investigate and ensure that those authorized to sell tobacco-related products are following and complying with the requirements of this ordinance. Compliance checks shall involve the use of persons under the age of 21 as authorized by this ordinance. Compliance checks shall also mean the use of persons under the age of 21 who attempt to purchase tobacco-related products for educational, research and training purposes as authorized by state and federal laws. Compliance checks may also be conducted by other units of government for the purpose of enforcing appropriate federal, state or local laws and regulations relating to tobacco-related products.

Electronic Delivery Device. Any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through the inhalation of aerosol or vapor from the product. Electronic Delivery Device includes, but is not limited to, devices manufactured, marketed, or sold as e-cigarettes, e-cigars, e-pipes, vape pens, mods, tank systems, or under any other product name or descriptor. Electronic Delivery Device includes any component part of a product, whether or not marketed or sold separately. Electronic Delivery Device does not include any nicotine cessation product that has been approved by the U.S. Food and Drug Administration to be marketed and for sale as "drugs," "devices," or "combination products," as defined in the Federal Food, Drug, and Cosmetic Act. Any product containing or delivering nicotine, lobelia, or any other substance

~~intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. Electronic delivery device includes, but is not limited to, devices manufactured, marketed, or sold as e-cigarettes, e-cigars, e-pipes, vape pens, mods, tank systems, or under any other product name or descriptor. Electronic delivery device also includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device does not include any product that has been approved or certified by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is marketed and sold for such an approved purpose.~~

Flavored Product. Any licensed product that contains a taste or smell, other than the taste or smell of tobacco, that is distinguishable by an ordinary consumer either prior to or during consumption or use of the product or device, including, but not limited to, any taste or smell relating to menthol, mint, wintergreen, chocolate, cocoa, vanilla, honey, fruit, or any candy, dessert, alcoholic beverage, herb or spice, or a cooling or numbing sensation distinguishable by an ordinary consumer either prior to or during the consumption of such licensed product. A public statement or claim, whether express or implied, made or disseminated by the manufacturer or retailer of a licensed product, or by any person authorized or permitted by the manufacturer or retailer to make or disseminate public statements concerning such products, that a product has or produces a taste or smell other than a taste or smell of tobacco, or a cooling or numbing sensation, shall constitute presumptive evidence that the product is a flavored product. Presumptive evidence may include but is not limited to the use of terms such as "cool," "chill," "ice," "fresh," "arctic," or "frost" to describe the product.

Individually Packaged. The practice of selling any tobacco product wrapped individually for sale. Individually wrapped tobacco products shall include but not be limited to single cigarette packs, single bags or cans of loose tobacco in any form, and single cans or other packaging of snuff or chewing tobacco. Cartons or other packaging containing more than a single pack or other container as described in this definition shall not be considered individually packaged.

Indoor Area. All space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent.

Loosies. The common term used to refer to a single or individually packaged cigarette or any other tobacco product that has been removed from its packaging and sold individually. The term loosies does not include individual cigars with a retail price, before any sales taxes, of more than \$2.00 per cigar.

Moveable Place of Business. Any form of business operated out of a truck, van, automobile or other type of vehicle or transportable shelter and not a fixed address store front or other permanent type of structure authorized for sales transactions.

Nicotine. Any form of the chemical nicotine, including any salt or complex, regardless of whether the chemical is naturally or synthetically derived.

Nicotine or Lobelia Delivery Product. Any product containing or delivering nicotine or lobelia, whether natural or synthetic, intended for human consumption, or any part of such a product that is not tobacco or an electronic delivery device as defined in this section. Nicotine or lobelia delivery product does not include any nicotine cessation product that has been approved by the U.S. Food and Drug Administration to be marketed and for sale as "drugs," "devices," or "combination products," as defined in the Federal Food, Drug, and Cosmetic Act. Any product containing or delivering nicotine or lobelia intended for human consumption, or any part of such a product, that is not tobacco or an electronic

~~delivery device as defined in this section. Nicotine or Lobelia Delivery Products do not include any product that has been approved or otherwise certified for legal sale by the United States Food and Drug Administration for tobacco use cessation, or for other medical purposes, and is being marketed and sold solely for that approved purpose.~~

Person. One or more natural persons; a partnership, including a limited partnership; a corporation, including a foreign, domestic or nonprofit corporation; a trust; a political subdivision of the state; or any other business organization.

Retail Establishment. Any place of business where tobacco-related products, are available for sale to the general public. The phrase shall include but not be limited to grocery stores, convenience stores, restaurants, and drug stores.

Sale. Any transfer of goods for money, trade, barter or other consideration.

Self-Service Merchandising. Open displays of tobacco-related products in any manner where any person shall have access to tobacco-related products without the assistance or intervention of the licensee or the licensee's employee. The assistance or intervention shall entail the actual physical exchange of the tobacco-related product between the customer and the licensee or employee. Self-service sales are interpreted as being any sale where there is not an actual physical exchange of the product between the clerk and the customer.

Smoking. Inhaling or exhaling smoke from any lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product. Smoking also includes carrying a lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product intended for inhalation.

Tobacco or Tobacco Products. Any product containing, made from, or derived from tobacco that is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled or ingested by any other means, or any component, part, or accessory of a tobacco product including, but not limited to cigarettes; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; snus; Cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco or tobacco product does not include any nicotine cessation product that has been approved by the U.S. Food and Drug Administration to be marketed and for sale as "drugs," "devices," or "combination products," as defined in the Federal Food, Drug, and Cosmetic Act. ~~Tobacco does not include any tobacco product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for medical purposes, and is being marketed and sold solely for such an approved purpose.~~

Tobacco-Related Devices. A pipe, rolling papers, ashtray, or other device intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking of tobacco or otherwise ingesting of. Tobacco-related devices includes components of tobacco-related devices which may be marketed or sold separately.

Tobacco-Related Product. Any tobacco, tobacco-related device, electronic delivery device, nicotine or lobelia delivery product or nicotine, as those terms are defined in this section.

Vending Machine. Any mechanical, electric or electronic, or other type of device which dispenses tobacco-related products or tobacco-related devices upon payment by any form upon the insertion of money, tokens or other form of payment directly into the machine by the person seeking to purchase tobacco-related products.

SECTION 3. Section 1150.03 of the Plymouth City Code is amended, with existing text, ~~deleted text~~, and new text as follows:

1150.03. – License.

Subd. 1. **License Required.** No person shall sell or offer to sell any tobacco-related product without first having obtained a license to do so from the City.

Subd. 2. **Maximum Number of Licenses.**

(1) The maximum number of new licenses issued to tobacco retail establishments by the city at any time is limited to zero. The city will only renew existing licenses to license holders that were issued prior to [insert date of ordinance adoption] and have applied for renewal by November 15 of each year. Eligible parties will lose the existing license if they fail to renew it annually or if the license is revoked for any reason.

(2) Succession Allowance. The City will allow an existing tobacco retailer license to be issued to a new owner of an existing tobacco retail establishment if:

(a) The tobacco retail establishment is sold to or ownership is transferred to the new owner; and,

(b) The new owner applies for a license within one year of ownership and meets the requirements for licensure under this section.

Subd. ~~32~~. **Application.** An application for a license to sell, tobacco-related products, shall be made on a form provided by the City. The application shall contain the full name of the applicant, the applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, and any additional information the City deems necessary. Upon receipt of a completed application, the City Clerk shall forward the application to the City Council for action at its next regularly scheduled City Council meeting. If the City Clerk shall determine that an application is incomplete, he or she shall return the application to the applicant with notice of the information necessary to make the application complete.

Subd. ~~43~~. **Action.** The City Council may either approve or deny the license, or it may delay action for a reasonable period of time as necessary to complete any investigation of the application or the applicant it deems necessary. If the City Council shall approve the license, the City Clerk shall issue the license to the applicant. If the City Council denies the license, notice of the denial shall be given to the applicant along with notice of the applicant's right to appeal the City Council's decision.

Subd. ~~54~~. **Term.** All licenses issued under this section shall be valid for one calendar year from the date of issue except that initial licenses shall expire on December 31 of the year they are issued.

Subd. ~~65~~. **Revocation or Suspension.** Any license issued under this Section may be revoked or suspended as provided in Section 1150.12.

Subd. ~~76~~. **Transfers.** All licenses issued under this Section shall be valid only on the premises for which the license was issued and only for the person to whom the license was issued. No transfer of any license to another location ~~or person~~ shall be valid without the prior approval of the City Council. A licensee seeking to transfer their license to another location shall submit all information required for issuance of a new license and pay the license fee for a Tobacco and Related Products license. The City Council shall approve the transfer only if the new location meets the requirements for licensure under this Chapter, except that a transfer of an existing license shall not be subject to any restriction on the maximum number of licenses available.

Subd. 87. **Moveable Place of Business.** No license shall be issued to a moveable place of business. Only fixed location businesses shall be eligible to be licensed under this Section.

Subd. 98. **Display.** All licenses shall be posted and displayed in plain view of the general public on the licensed premises.

Subd. 109. **Renewals.** The renewal of a license issued under this Section shall be handled in the same manner as the original application. The request for a renewal shall be made at least 30 days but no more than 60 days before the expiration of the current license.

Subd. 110. **Issuance as Privilege and Not a Right.** The issuance of a license issued under this Section shall be considered a privilege and not an absolute right of the applicant and shall not entitle the holder to an automatic renewal of the license.

Subd. 121. **Smoking.** Smoking shall not be permitted and no person shall smoke within the indoor area of any establishment with a retail tobacco license. This includes, but is not limited to, smoking for the purpose of sampling tobacco-related products.

Subd. 132. **Age Verification.** Licensees shall verify by means of government-issued photographic identification that the purchaser of tobacco-related products is at least 21 years of age. Verification is not required for a person over the age of 30. That the person appeared to be 30 years of age or older shall not constitute a defense to a violation of this subsection.

Subd. 143. **Signage.** Notice of the legal sales age and the age verification requirement shall be posted at each location where tobacco-related products are offered for sale. The required signage, which will be provided to the licensee by the City, shall be posted in a manner so that it is clearly visible to anyone who is considering or making a purchase.

Subd. 15. **Tobacco License Buffer.**

(1) Operations.

(a) No tobacco license establishment making retail sales to customers may operate, and no license will be issued, within the Tobacco License Buffer. The establishment of a school or park amenity regularly used by minors within the prohibited area after the original license application has been granted shall not, in and of itself, render such premises ineligible for renewal of license or expansion.

(2) Measurement.

(a) The Tobacco License Buffer 500-foot distance shall be measured from:

- a. The closest parcel edge of any contiguously owned school; or
- b. The closest edge of any playfield parcel; or
- c. The nearest park amenity point.

(b) The Tobacco License Buffer 500-foot distance shall be measured to:

- a. For single tenant buildings, the freestanding parcel upon which the establishment is to be licensed.
- b. In multitenant buildings, the buffer shall be measured from the closest exterior walls of owned or leased tenant space.

(c) The Tobacco License Buffer Map shall be maintained by the Zoning Administrator and available for reviewing.

SECTION 4. Section 1150.05 of the Plymouth City Code is amended, with existing text, ~~deleted text~~, and new text as follows:

1150.05. – Prohibited Acts.

- A. It shall be a violation of this Section for any person to sell or offer to sell any tobacco-related product:
1. To any person under the age of 21 years.
 2. By means of any type of vending machine.
 3. By means of self-service methods whereby the customer does not need to make a verbal or written request to an employee of the licensed premises in order to receive the tobacco-related product, and whereby there is not a physical exchange of the tobacco-related product between the licensee, or the licensee's employee, and the customer.
 4. By means of loosies.
 5. Containing opium, morphine, jimson weed, belladonna, strychnos, cocaine, or other deleterious, hallucinogenic, toxic or controlled substances except nicotine and other substances found naturally in tobacco or added as part of an otherwise lawful manufacturing process. It is not the intention of this provision to ban the sale of lawfully manufactured cigarettes or other tobacco products.
 6. In the form of liquid, whether or not such liquid contains nicotine, which is intended for human consumption and use in an electronic delivery device, in packaging that is not child-resistant. Upon request, a licensee must provide a copy of the certificate of compliance or full laboratory testing report for the packaging used.
 7. By other means, to any other person, on in any other manner or form prohibited by federal, state or other local law, ordinance provision, or other regulation.
- B. Coupon and price promotion. No person will accept or redeem any coupon, price promotion, or other instrument or mechanism, whether in paper, digital, electronic, mobile, or any other form, that provides any licensed products to a consumer at no cost or at a price that is less than the non-discounted, standard price listed by a retailer on the item or on any related shelving, posting, advertising, or display at the location where the item is sold or offered for sale, including all applicable taxes.
- C. Flavored products. No person will sell or offer for sale any flavored products after January 1, 2028.

SECTION 5. Section 1150.12 of the Plymouth City Code is amended, with existing text, ~~deleted text~~, and new text as follows:

1150.12. – Violations.

- A. *Petty Misdemeanors.* Any person who violates this ordinance shall be guilty of a petty misdemeanor unless the violation has a specific penalty designated by state law.
- B. *Administrative Civil Penalties; Individuals.* An individual who sells tobacco-related products to a person under the age of 21 years shall be subject to an administrative penalty of \$50.00. No penalty may be imposed until the individual has received notice, served personally or by mail, of

the alleged violation and an opportunity for a hearing before the Chief of Police or his/her designee. A decision that a violation has occurred must be in writing.

- C. *Administrative Civil Penalties; Licensee.* If a licensee or an employee of a licensee sells, gives, or otherwise furnishes ~~tobacco-related products, tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products~~ to a person under the age of 21 years, or violates any other provision of this Chapter, the licensee shall be subject to an administrative penalty as follows. If applicable, such penalty shall comply with the minimum and maximum penalties established by Minn. Stat. § 461.12:

Offense	Minimum (State)	Presumptive Penalty (City)	Maximum (City/State)
1 st Violation	\$300.00 and/or 0 days suspension	\$500.00 fine and 5-day suspension stayed	\$2,000.00 and/or 60-days suspension
2 nd Violation (within 36 months)	\$600.00 and/or 0 days suspension	\$750.00 \$1,000.00 fine and 510 -day suspension	\$2,000.00 and/or 60-days suspension
3 rd Violation (within 36 months)	\$1,000.00 and 7 days suspension	\$1,000.00 \$2,000.00 fine and 1020 -day suspension	\$2,000.00 and/or 60 days suspension
4 th Violation (within 36 months)	None listed	Revocation	Revocation

No suspension, revocation, or other penalty may take effect until the licensee has received notice, served personally or by mail, of the alleged violation and an opportunity for a hearing before a person authorized by the licensing authority to conduct the hearing. A decision that a violation has occurred must be in writing.

- D. *Defense.* It is a defense to the charge of selling tobacco-related products to a person under the age of 21 years, that the licensee or individual, in making the sale, reasonably and in good faith relied upon representation of proof of age described in Minnesota Statutes, section 340A.503, subdivision 6, paragraph (a).

SECTION 6. Section 1150.13 of the Plymouth City Code is added, with new text as follows:

1150.13. – Severability.

If any section or provision of this ordinance is held invalid, such invalidity will not affect other sections or provisions that can be given force and effect without the invalidated section or provision.

SECTION 7. Section 1010. Subd. 7, H. (License Fees, Miscellaneous, Tobacco and Related Products) of the Plymouth City Code is amended, with existing text, ~~deleted text~~, and new text as follows:

Type of License	Fee
H. Tobacco and Related Products	\$300.00 \$500.00

SECTION 8. Effective Date. This Ordinance shall be in full force and effect upon its passage.

ADOPTED by the City Council this 28th day of April, 2026.

Clark Gregor, Deputy Mayor

ATTEST:

Jodi Gallup, City Clerk

CITY OF PLYMOUTH

RESOLUTION No. 2026-

RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE No. 2026-05

Ordinance No. 2026-05 amending Plymouth City Code Section 1150 concerning tobacco and related products and Section 1010 concerning license fees.

A printed copy of the entire ordinance is available for inspection at the City Clerk's Office during regular office hours.

APPROVED for summary publication by the City Council this ____ day of _____, ____.