CITY OF PLYMOUTH
AGENDA
Regular City Council
Council Chambers
3400 Plymouth Boulevard, Plymouth, MN
July 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

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. July 14 special
2. July 14 regular

6.2 Approve disbursements
1. Invoice Expense Distribution
2. Resolution

6.3 Approve variance to allow a fence in the front yard at 16705 19th Avenue North (Peters -- 2026037)
1. Planning Commission Minutes 07-15-2026
2. Planning Staff Report
3. Aerial Location Map
4. Zoning Map
5. Application
6. Public Comment Received
7. Resolution

6.4 Approve Cooperative Agreement for the Station 73 TRIP Project (ST230003)
1. Location Map
2. Cooperative Agreement No. PW 26-17-25
3. Resolution

6.5 Approve the Eagle Lake Regional Trail Cooperative Agreement with Three Rivers Park District
1. Trail corridor map
2. Cooperative agreement
3. Resolution

6.6 Approve the artist contract for 3EB Touring, Inc. (Third Eye Blind) for Hilde Amplified on August 1, 2026
1. Contract
2. Resolution

6.7 Approve conditional use permit for attached garage space exceeding 1,000 square feet in area for property located at 5680 Juneau Lane (Brad Middendorf -- 2026038)
1. Planning Commission Minutes 07-15-2026
2. Planning Commission Report
3. Location Map
4. Applicant's Narrative
5. Conditional Use Permit Standards
6. Revised Plans - Received July 16, 2026
7. Resolution

6.8 Approve temporary liquor license application of the University of Minnesota Foundation for the Rhythm and Brews event at the Hilde Performance Center, 3500 Plymouth Boulevard, on September 19
1. Resolution

6.9 Award contracts for 2026-2027 water service repair and replacement (WA26005)
1. Bid Tabulation
2. Resolution

6.10 Accept utilities for continual maintenance in Brinda Subdivision (2024046)
1. Location Map
2. Resolution

6.11 Designate engineer for development of a comprehensive surface water plan and modeling updates
1. Draft agreement
2. Resolution

6.12 Designate Engineer for Plymouth Creek Stream Restoration Project - Phase 2 (WR250001)
1. Location Map
2. Agreement
3. Resolution

6.13 Approve Hotel Inspection Joint Powers Agreement with the State of Minnesota
1. Agreement
2. Resolution

7. PUBLIC HEARINGS

7.1 Public hearing for L & P Enterprises, LLC d/b/a Lucky Street Thai Street Food And Sushi applications for wine and on-sale 3.2 percent malt liquor licenses, 1400 County Road 101, Unit I
1. Buffer and Distance Map
2. Property Owners within 500'
3. Floor Plans
4. Resolution

8. GENERAL BUSINESS

8.1 Approve purchase agreement for real property located at 13500 26th Avenue N
1. Purchase Agreement
2. Appraisal
3. Resolution - Approving Purchase Agreement
4. Resolution - TIF Reimbursement

8.2 Receive Public Safety Department Fiscal Year 2025 Annual Report
1. Public Safety Department Annual Update to Council 2026

9. REPORTS AND STAFF RECOMMENDATIONS

10. ADJOURNMENT

Regular City Council
July 28, 2026
Agenda Number: 6.1

To: Dave Callister, City Manager

Prepared by: Jodi Gallup, City Clerk

Reviewed by:

Item: **Adopt proposed minutes**

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1. Action Requested:
Adopt proposed minutes.

2. Background:
Not applicable.

3. Budget Impact:
Not applicable.

4. Attachments:
1. July 14 special
2. July 14 regular

Proposed Minutes
Special Council Meeting
July 14, 2026

Mayor Wosje called a Special Meeting of the Plymouth City Council to order at 4 p.m. at 6074 Quinwood Lane North with the meeting moving to Plymouth City Hall, 3400 Plymouth Boulevard at 5:10 p.m., on July 14, 2026.

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

COUNCIL ABSENT: None.

STAFF PRESENT: City Manager Callister, Public Works Director Thompson, Public Safety Director Fadden, Community and Economic Development Director Fernelius, Finance Director Rich, Human Resources Director Timpone, Fire Chief Etzel, Parks and Recreation Director Tomlinson, Planning Manager Sommers, Housing Manager Schmidt and City Clerk/Administrative Coordinator Gallup.

Tour of Belterra Apartments at The Boulevard

The council and staff toured the construction site for the Belterra Apartments at The Boulevard.

The Boulevard Project Update at City Hall

Staff and the co-developers of The Boulevard project, Roers Companies and Scannell Properties, provided an update on the project and requested feedback from the council on their requests regarding the housing mix for phases 2 and 3 and development incentives for the waterfront retail/entertainment uses. The City Council asked questions and provided feedback.

Redevelopment Discussion

Staff provided an update on the developer meetings to discuss redevelopment opportunities in three areas of the city including 1) City Center, 2) Southeast quadrant of Interstate 494 and Highway 55 and 3) Station 73 area. The City Council asked questions and provided feedback.

Set future study sessions and agenda topics

Council discussed future study session and agenda topics and requested the following actions:

- Schedule study session on August 25 at 5 p.m. to discuss data centers
- Schedule study session on September 1 at 5 p.m. to hold City Center developer meetings
- Schedule closed meeting per State Statute 13D.05, Subdivision 3(a) to conduct city manager's annual performance evaluation on November 10 at 5 p.m.

Adjournment

Mayor Wosje adjourned the meeting at 6:46 p.m.

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Jodi M. Gallup, City Clerk/Administrative Coordinator

Proposed Minutes
Regular City Council Meeting
July 14, 2026

Mayor Wosje called a Regular Meeting of the Plymouth City Council to order at 7:00 p.m. in the Council Chambers of City Hall, 3400 Plymouth Boulevard, on July 14, 2026.

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

COUNCIL ABSENT: None.

STAFF PRESENT: City Manager Callister, Public Safety Director Fadden, Community and Economic Development Director Fernelius, Finance Director Rich, Human Resources Director Timpone, Parks and Recreation Director Tomlinson, Fire Chief Etzel, Public Works Director Thompson, Assistant Public Works Director/City Engineer Payne, Fleet and Facilities Manager Hanson, Public Works Operations Manager Browen, City Attorney Mattick and City Clerk/Administrative Coordinator Gallup.

Plymouth Forum

Riley Brown, Ward 4 resident, expressed his support for the Climate Action Resiliency Plan.

Tom Brandes, Indivisible West, suggested the presence of a police patrol car during protests.

Scott Johnson, Ward 2 resident, expressed his concern regarding immigration and the Immigration and Customs Enforcement.

Mandy, Ward 4 resident, expressed her concern with extremists during protests.

Doug Maltby, Ward 1 resident, urged the council to reevaluate the relationship between Flock license plate readers and the City of Plymouth due to data security and safety concerns. Public Safety Director Fadden noted that a document will be brought to the City Council soon for further discussion.

Presentations and Public Information Announcements

(4.1) Present City of Excellence Award to the City of Plymouth for the Wood Utilization Program

League of Minnesota Cities Executive Director Luke Fischer and League of Minnesota Cities President Courtney Johnson presented the 2026 City of Excellence Award for the Wood Utilization Program.

Approval of Agenda

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

Consent Agenda

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

(6.1) Council minutes from special and regular meeting of June 23, 2026.

(6.2) Resolution approving disbursements ending July 3, 2026 (Res2026-165).

(6.3) Resolution approving a master services and purchasing agreement with Axon Enterprises for the Axon Unified Technology Platform (Res2026-166).

With all members voting in favor, the motion carried.

Public Hearings

(7.1) Public hearing for Coborn's Incorporated d/b/a The Global Table applications for wine and on-sale 3.2 percent malt liquor licenses, 6130 Sycamore Lane North, Suite 100

City Clerk/Administrative Coordinator Gallup presented this item, noted law enforcement found no reason to deny the license, and property owners within 500 feet have been notified.

Mayor Wosje opened the public hearing.

Chad Nellis of Coborn's Inc. expressed his excitement about serving the residents of Plymouth.

Mayor Wosje closed the public hearing.

Motion was made by Councilmember Peterson, and seconded by Councilmember Nelson, to adopt Resolution approving wine and on-sale 3.2% malt liquor license applications of Coborn's Incorporated d/b/a The Global Table, 6130 Sycamore Lane North, Suite 100 (Res2026-167). With all members voting in favor, the motion carried.

General Business

(8.1) Receive 2026 Elections overview

City Clerk/Administrative Coordinator Gallup presented this item and provided an overview of election activities, polling locations and voting options, which included voting on election day or voting early, and special circumstances options such as agent delivery, health care facility voting, military/overseas voting,

the safe at home program and curbside voting. She also reviewed ballot and voting equipment security, election day safeguards, polling place protections, emergency preparedness and post-election safeguards.

In response to questions from the City Council, City Clerk/Administrative Coordinator Gallup and Public Safety Director Fadden provided the following information:

- Judges are trained on the presence of law enforcement during elections
- Safeguards are in place that prevent law enforcement from standing at poll locations
- Will maintain communication with all local and federal law enforcement regarding elections and will provide updated information as needed
- Described the preliminary equipment testing and public accuracy testing process for voting equipment
- Hennepin County manages the voting equipment's cybersecurity

City Council thanked City Clerk/Administrative Coordinator Gallup for her hard work, dedication and attention to detail during, before and after elections.

(8.2) Receive Public Works Department Fiscal Year 2025 Annual Report

Public Works Director Thompson presented this item and provided the 2025 highlights of the Public Works Department. He described their scope of infrastructure and what they do. He reviewed the department's street operations, including street sweeping, snow plowing and pothole patching. He also reviewed the department's utility operations, water production, fiber-optic buildout, solid waste and Plymouth Metrolink, noting that 2025 was a big year for projects.

Public Works Director Thompson will provide more detailed information in the fall on fiber-optic location maps and the upcoming road assessments.

City Council thanked Public Works Director Thompson for his department's continued work.

Reports and Staff Recommendations

There were no reports.

Adjournment

Mayor Wosje adjourned the regular meeting at 8:11 p.m.

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Jodi Gallup, City Clerk/Administrative Coordinator

Regular City Council
July 28, 2026
Agenda Number: 6.2

To: Dave Callister, City Manager

Prepared by: Tammy Geurkink, Accounting Specialist

Reviewed by: Andrea Rich, Finance Director

Item: **Approve disbursements**

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1. Action Requested:

Approve disbursements ending July 17, 2026.

2. Background:

Not applicable.

3. Budget Impact:

Not applicable.

4. Attachments:

1. Invoice Expense Distribution
2. Resolution

FUND	100	General Fund	732,847.16
	200	Recreation Fund	173,957.39
	210	Parker's Lake Cemetery Maint	0.00
	215	Destination Marketing Org Fund	12,346.98
	220	Transit System Fund	462,773.25
	234	Economic Development Fund	0.00
	240	Lawful Gambling	2,244.00
	250	Comm Dev Block Grant Fund	1,167.67
	254	HRA Section 8 Fund	5,126.01
	254	HAP Check Summary	0.00
	255	Brint It Home	217.90
	258	HRA General Fund	1,377.30
	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	224,791.27
	401	Minnesota State Aid Fund	0.00
	404	Community Improvement	0.00
	405	Park Replacement Fund	5,023.95
	406	Street Reconstruction Fund	815.01
	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	733,675.39
	417	Project Warranty Repairs	0.00
	418	Utility Trunk System Expansion	42.71
	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	46,120.55
	437	CON - Fire Stations	0.00
	438	TIF 7-12-Prudential/Blvd	0.00
	439	TIF 7-13-Plymouth Plaza	0.00
	500	Water Fund	396,154.52
	510	Water Resources Fund	134,984.85
	520	Sewer Fund	750,578.87
	530	Solid Waste Management Fund	272,877.30
	540	Ice Center Fund	73,991.15
	550	Field House Fund	2,615.19
	600	Central Equipment Fund	407,539.08
	610	Public Facilities Fund	203,778.15
	620	Information Technology Fund	281,332.23
	630	Risk Management Fund	9,375.15
	640	Employee Benefits Fund	448,786.88
	660	Resource Planning	0.00
	700	Parkers's Lake Cemetery	0.00
	800	Investment Trust Fund	3,173.78
	850	Plymouth Town Square	42,090.94
	851	Vicksburg Crossing	0.00

Total Invoice Expense Distribution:	**5,429,804.63**

CITY OF PLYMOUTH

RESOLUTION NO. 2026-

RESOLUTION APPROVING DISBURSEMENTS ENDING JULY 17TH, 2026

WHEREAS, a list of disbursements for the period ending July 17th, 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	$1,385,554.35
Construction & Debt Service	$1,010,468.88
Enterprise & Internal Service	$3,027,278.09
Housing Redevelopment	$ 6,503.31
Check Register Total	$ 5,429,804.63
US Bank – Housing Assistance Payments	
Housing & Redevelopment Authority	$ 0.00
	$ 0.00
GRAND TOTAL FOR ALL FUNDS	$5,429,804.63

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

EFT	382,491.34
Check (185140-185706)	5,047,313.29
Total	5,429,804.63

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

Regular City Council
July 28, 2026
Agenda Number: 6.3

To:	Dave Callister, City Manager
Prepared by:	Sophia Kucera, Associate Planner
Reviewed by:	Grant Fernelius, CED Director
Item:	**Approve variance to allow a fence in the front yard at 16705 19th Avenue North (Peters -- 2026037)**

1. Action Requested:

Adopt attached resolution approving a variance to allow a 6-foot-tall privacy fence in a front yard for property located at 16705 19th Avenue North, as recommended by the Planning Commission.

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

2. Background:

On July 15, the Planning Commission reviewed the request, conducted the required public meeting and voted unanimously to recommend approval. Other than the applicant, no one from the public wished to speak on the matter. Planning Commission minutes and report are attached.

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

3. Budget Impact:

N/A

4. Attachments:

1. Planning Commission Minutes 07-15-2026
2. Planning Staff Report
3. Aerial Location Map
4. Zoning Map

5. Application
6. Public Comment Received
7. Resolution

Proposed Minutes
Planning Commission Meeting
July 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 July 15, 2026.

COMMISSIONERS PRESENT: Chair Michael Boo, Marc Anderson, Julie Olson, Greg Hansen, and Josh Fowler

COMMISSIONERS ABSENT: Jim Willis and Neha Markanda

STAFF PRESENT: Planning Manager Lori Sommers, Senior Planner Shawn Drill, and Associate Planner Sophia Kucera

OTHERS IN ATTENDANCE: City Council Liaison Julie Pointner

Chair Boo led the Pledge of Allegiance.

Call to Order

Public Forum

Approval of Agenda

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

Consent Agenda

(4.1) Planning Commission minutes from meeting held on June 17, 2026.

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

Public Hearing

(5.1) Conditional use permit for attached garage space exceeding 1,000 square feet in area for property located at 5680 Juneau Lane (Brad Middendorf – 2026-038)

Senior Planner Drill presented the staff report.

Commissioner Anderson asked about the distance between the wetland and the structure.

Senior Planner Drill replied that the distance would be about 18 feet, which exceeds the minimum distance of 15 feet.

Commissioner Olson asked if approval for a 1,000-square-foot structure is needed, even though the property is five acres in size.

Senior Planner Drill replied that is correct, as the square footage is the trigger that requires a conditional use permit (CUP).

Chair Boo introduced the applicant, Brad Middendorf, ward 4, who stated that he was present to address any questions.

Chair Boo opened the public hearing.

Chair Boo introduced David Bonn, ward 4, who stated that he was interested in how the building would be used. He asked if the garage would be used to store the equipment that is typically outdoors, as he does not want to look at a junkyard. He stated that he does not object to the addition but wanted to ensure the property is being cleaned up a bit.

Chair Boo closed the public hearing.

Senior Planner Drill stated that it is his understanding that the applicant has requested the additional garage space to store some of those items currently stored outdoors.

Motion was made by Commissioner Fowler, and seconded by Commissioner Olson, to recommend approval of a resolution approving a conditional use permit for attached garage space exceeding 1,000 square feet in area for the property located at 5680 Juneau Lane, subject to the conditions within the draft resolution. With all Commissioners voting in favor, the motion carried.

Chair Boo noted that this item is scheduled to go before the City Council at the July 28, 2026, meeting.

New Business

(6.1) Variance to allow a privacy fence in the front yard at 16705 19th Avenue North

Associate Planner Kucera presented the staff report.

Chair Boo introduced the applicant, Ben Peters, ward 2, who stated that his property line starts 25 feet from the street, and he is trying to align with the bushes and trees that have already been in place. He stated that he has spoken with the neighbor abutting his backyard, who has no

concerns. He noted that the neighbor also has a circular driveway, and the fence will not impact their sightlines.

Motion was made by Commissioner Olson, and seconded by Commissioner Fowler, to recommend approval of the resolution approving a variance to allow a privacy fence in the front yard at 16705 19th Avenue North, subject to the conditions within the draft resolution.

Further discussion: Chair Boo commented that this seems to allow the best use of the property for the property owner while also not impacting the public use.

With all Commissioners voting in favor, the motion carried.

Chair Boo noted that this item is scheduled to go before the City Council at the July 28, 2026, meeting.

Adjournment

Chair Boo adjourned the meeting at 7:24 p.m.

To: Plymouth Planning Commission

From: Sophia Kucera, Associate Planner (763-509-5285)
Community and Economic Development Department

Subject: Benjamin Peters
16705 19th Avenue North – Fence Setback Variance
2026-037

Deadline: September 29, 2026
Ward: 2

Summary
The applicant is requesting approval of a setback variance to allow for construction of a 6-foot-tall privacy fence in a front yard in the RSF-1 (Residential Single Family 1) zoning district, for residential property located at 16705 19th Avenue North. Under the proposed plan, a 6-foot-tall privacy fence would be constructed and set back approximately 7 feet from the east (front yard) property line abutting Dunkirk Lane North.

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 recommends approval of the variance to allow construction of a privacy fence in the front yard.

Site Information

Zoning and Land Use
The property is zoned RSF-1 (Residential Single Family 1) and guided LA-1 (Living Area 1).

	Zoning	Land Use Designation (2040 Comprehensive Plan)
Subject Property	RSF-1	LA-1
North (across 19th Ave)		
West		
South		
East (across Dunkirk Ln)	RSF-2	

School District
The site is in the Wayzata School District (284).

Natural Characteristics of Site
The site lies in the Minnehaha Creek watershed district. The site is not located within the flood plain or shoreland overlay district. The site does not contain any wetlands.

Previous City Actions Affecting Site
- The residential property was developed in 1988.

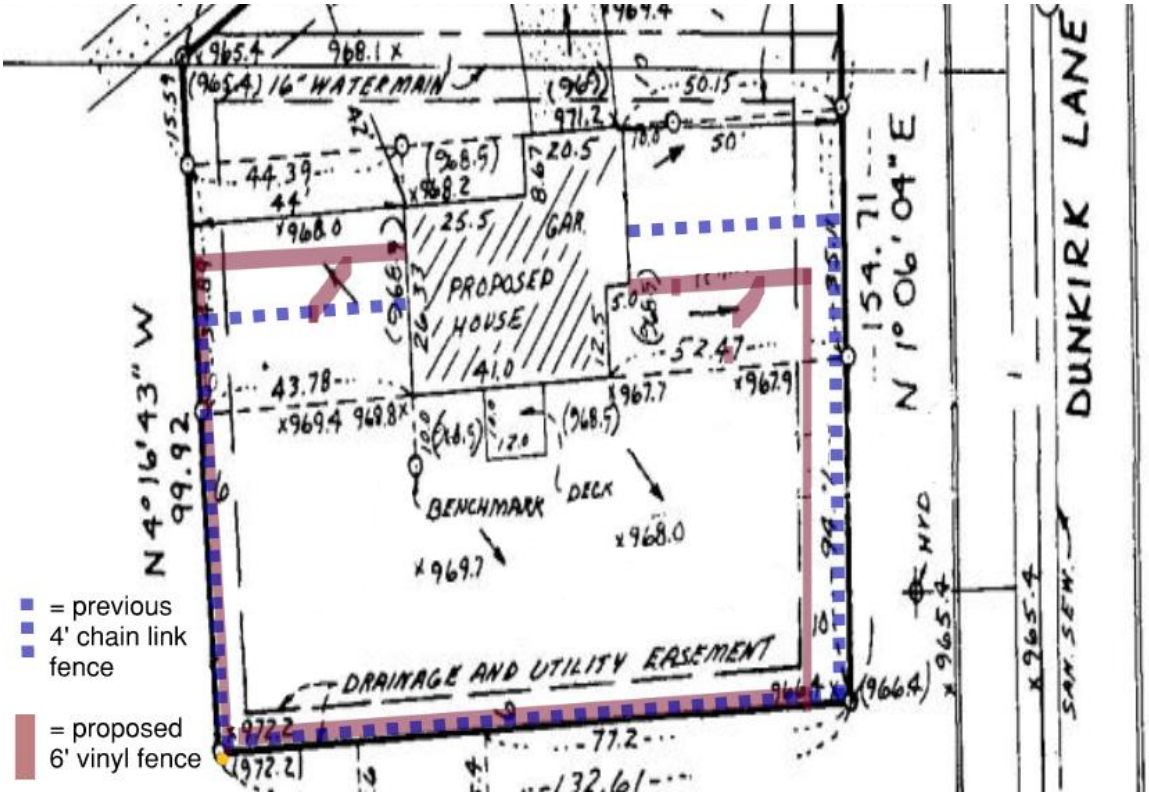
Analysis of Variance Request

Front yard setbacks: The applicant is requesting approval of a variance to allow for construction of a 6-foot-tall privacy fence in a front yard setback area. Because the property is on a corner lot with two property lines abutting local streets, it has two "equivalent" front yard areas. The Plymouth Zoning Ordinance requires that privacy (>50% opacity) fences located within 25 feet of front yard lot lines have a maximum height of 3.5 feet. The requested variance would allow a 6-foot-tall privacy fence to be set back approximately 7 feet from the front yard lot line abutting Dunkirk Lane North, where a 25-foot setback is normally required. Because the right-of-way width from the street curb of Dunkirk Lane N to the subject property's front yard lot line is roughly 23 feet, allowing a 7-foot fence setback would still place the fence at roughly 30 feet from the street curb.

Traffic visibility: The Plymouth Zoning Ordinance requires that fences within a required "visibility triangle" for an intersection or driveway have a maximum height of 3.5 feet. For street intersections, the visibility triangle is formed by measuring 30 feet back from the curb lines along each street curb and connecting those points. For driveways, the visibility triangle is formed by measuring 15 feet back in each direction from the point where the driveway meets the street and connecting those points. The proposed fence would not encroach into the traffic visibility triangles at the intersection of Dunkirk Ln N and 19th Ave N or the driveway access on the neighboring property to the south.

Existing conditions: When the current homeowners purchased the subject property around 2020, the rear yard came with a row of mature coniferous trees planted near the south (rear) property line, and it was already fenced in by 4-foot-tall chain link fence running the perimeter of the west (side) property line, south (rear) property line, and east ("equivalent" front) property line abutting Dunkirk Ln. The applicant states that if the new replacement fence were required to follow a 25-foot setback from the east (front) property line – roughly 48 feet from the street curb – the fence would start within the tree grove, and the homeowners would need to pay for additional landscaping and potential tree removal.

The proposed 6-foot-tall privacy fence would follow roughly the same footprint as the previous 4-foot-tall chain link fence, except for being set back 7 feet further from the east property line. A graphic showing the proposed fence location (solid red line) and the location of the previous chain link fence (dashed blue line) is shown below.



Variance

To approve a variance, the City Council must make the following findings, per Section 21030 of the Zoning Ordinance. The following findings are written for approval of the variance request. If the Planning Commission recommends denial of the variance, each of the following findings must be made by the Planning Commission for denial.

1. Would the variance, and its resulting construction or project, be in harmony with the general purposes and intent of the Zoning Ordinance, and be consistent with the comprehensive plan?
   Finding: Staff find that the request to expand the area of useable fenced-in backyard is in harmony with the RSF-1 Zoning Ordinance, where residential homes are an allowed use, and consistent with the LA-1 Guiding.

2. Practical Difficulties
   a. Does the applicant propose to use the property in a reasonable manner permitted by this Chapter?
      Finding: Staff find that the request is reasonable, that the property would be used in a reasonable manner and would result in a fence for an existing home in the RSF-1 zoning district.

   b. Is the plight of the landowner due to circumstances unique to the property that were not created by the landowner?
      Finding: Staff find that the variance request is due to property characteristics not created by the landowners but arises from the inherent size and orientation of the subject corner lot and surrounding lots.

   c. The variance, if granted, would not alter the essential character of the locality?
      Finding: Staff find that the request would not alter the essential character of the lot or neighborhood as the fence would follow existing tree and shrub sight lines, would not generate additional traffic visibility or traffic safety issues, and would be consistent with neighborhood characteristics.

3. Is the variance request based exclusively upon economic considerations?
   Finding: Staff finds that the request is not solely based on economic considerations but based upon the unique characteristics of the property, namely the shape of the corner lot resulting in two front yard setbacks.

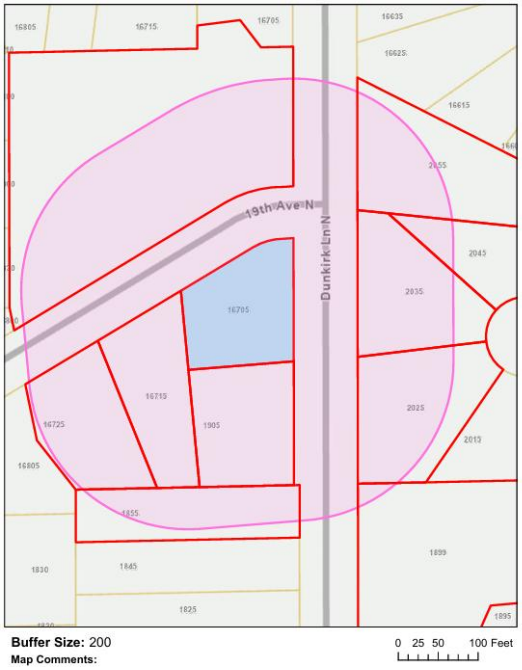
4. Would the variance, and its resulting construction or project, be detrimental to the public welfare, or would it be injurious to other land or improvements in the neighborhood?
   Finding: Staff find that the request would not be detrimental to the public welfare and would not be injurious to other land/improvements in the neighborhood. The applicant is requesting the variance to improve the use and enjoyment of their backyard.

5. Would the variance, and its resulting construction or project, impair an adequate supply of light and air to adjacent properties? Or would it substantially increase traffic congestion in public streets, increase the danger of fire, endanger the public safety, or substantially diminish property values within the neighborhood?
   Finding: Staff find that the request would not impair light and air, nor increase traffic, risk of fire, nor endanger the public safety, nor diminish property values in the neighborhood. Staff find that the variance request is consistent with allowed uses in this zoning district, and that the resulting project will improve the value and usability of the property.

6. Is the variance requested the minimum action required to address or alleviate the practical difficulties?
   Finding: Staff finds that the variance is the minimum action required to address the unique site characteristics, namely the shape of the corner lot resulting in two front yard setbacks.

Level of Discretion in Decision-Making
The City Council's discretion in approving or denying a variance is limited to whether or not the proposal meets the standards listed in the zoning ordinance. The city has a relatively high level of discretion with a variance because the burden of proof is on the applicant to show that they meet the standards for a variance.

Public Notice
Notice of the public meeting was mailed to all property owners within 200 feet of the site. A notification area map is included to the right for reference.



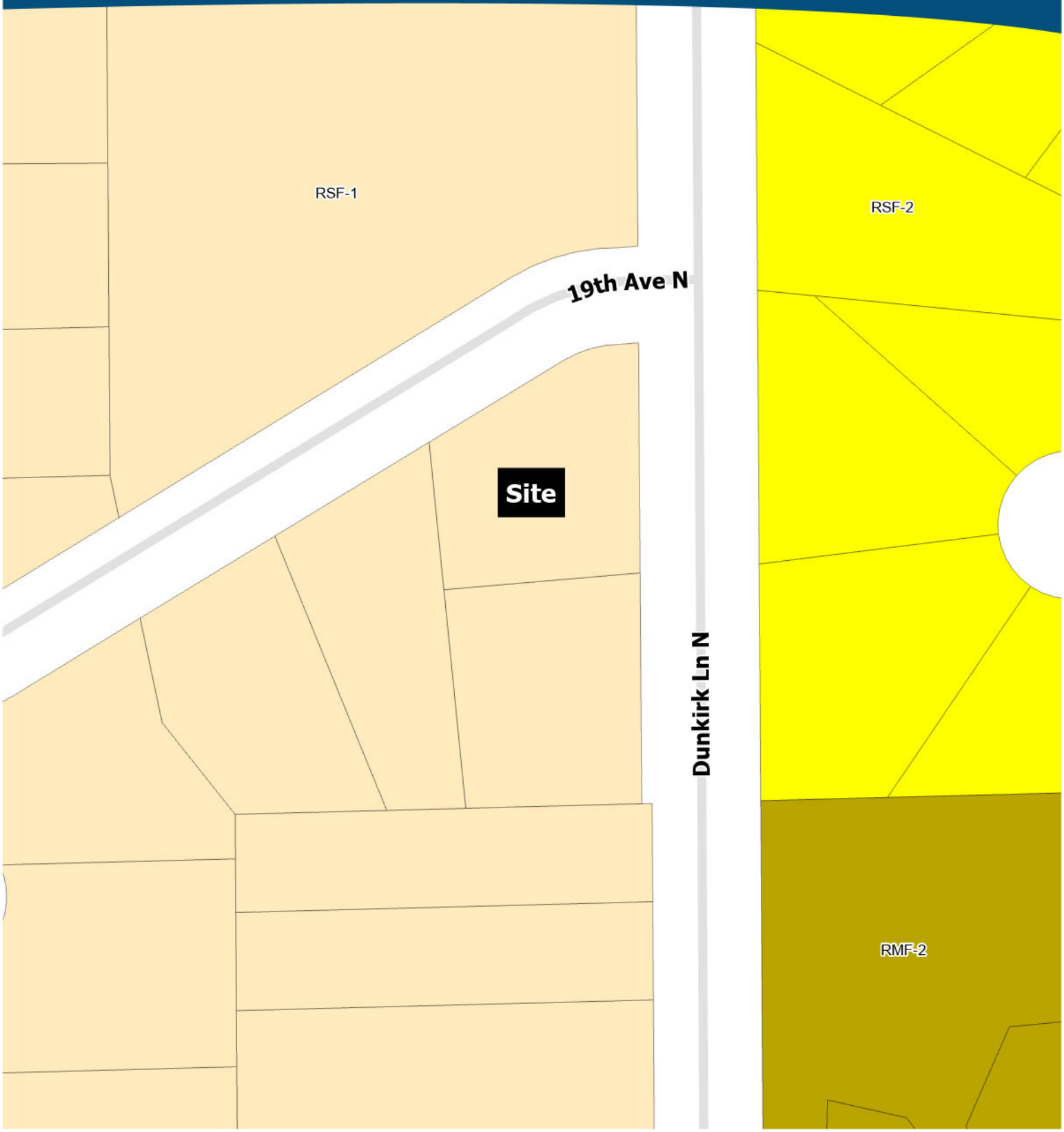
2026037 Aerial Map
Benjamin Peters - 16705 19th Avenue N
Variance Application

City of Plymouth

This represents a compilation of information and data from city, county, state and other sources that has not been field verified. Information should be field verified and compared with original source documents.

2026037 Zoning Map
Benjamin Peters - 16705 19th Avenue N
Variance Application

City of Plymouth



- FRD, Future Restricted Development
- RSF-1, Single Family Detached 1
- RSF-2, Single Family Detached 2
- RSF-3, Single Family Detached 3
- RSF-4, Single and Two Family
- RMF-1, Multiple Family 1
- RMF-2, Multiple Family 2
- RMF-3, Multiple Family 3
- RMF-4, Multiple Family 4
- O, Office
- C-2, Neighborhood Commercial
- C-3, Highway Commercial
- C-4, Community Commercial
- C-5, Commercial/Industrial
- CC, City Center
- B-C, Business Campus
- I-1, Light Industrial
- I-2, General Industrial
- I-3, Heavy Industrial
- P-I, Public/Institutional
- PUD, Planned Unit Development

N

0 100 Feet

This represents a compilation of information and data from city, county, state and other sources that has not been field verified. Information should be field verified and compared with original source documents.

Variance Application Checklist

Submitted on	1 June 2026, 10:46am
Receipt number	3
Related form version	3

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

The proposed project is to replace the existing fence with a 6 ft vinyl privacy fence. The existing fence is need of replacement due to noise and privacy from Dunkirk Road and to make it more aesthetically appealing.
Due to the uniqueness of my property layout, I would like to request a variance that would allow the east side fence to be located less than the 48 feet setback guideline.
Variance request is due to the following property characteristics:
1. The setback from Dunkirk (east side) is a 23 ft feet setback before my property line begins. Requesting the fence be located another 25 feet from that point would make my fence start at 48 feet. This decreases a sizable portion of my backyard from being useable within the fence, harder to maintain, and less visually appealing.
2. There is an existing grove of mature trees with bushes on the south side between my property and the neighbor. Starting the fence 48 feet back, would mean that the fence starts within the tree grove and creates tree removal concerns.
3. The grade of the south side has a terrace at the mid-point. Starting a fence 48 feet in would change the design so it would need a slope or step-up fence which is not as visually appealing or as useful.
Variance Options Being Proposed (see image below):
(Note: Light Blue Line is the property line. The Dark Blue Line is the current guideline of 48 feet from Dunkirk.)
Two variance options are being proposed for the fence location on the Dunkirk side:
1. Preferred Choice #1 - Orange Line - 30 ft. from Dunkirk limits the loss of backyard and no tree/bush removal. This keeps to the guidelines for corner visual sight.
2. Choice #2 – Green Line - 35 ft. from Dunkirk limits the number of tree/bush removal, but has more loss of backyard use within the enclosed fence.

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

Yes, the general purpose is to provide a safe entrance for neighboring homes as well as adding aesthetic appeal. Placing 30 feet from Dunkirk provides visual clearance for neighbors entering

comprehensive plan? Explain.	or leaving their home. The fence style and setbacks are consistent to fences on Dunkirk and neighboring streets.
Would the variance, and its resulting construction or project, be detrimental to the public welfare, or injurious to other land or improvements in the neighborhood? Explain.	No, the variance should not hurt the public welfare or other neighborhood land or improvements. The variance would still have the fence location a significant distance from Dunkirk and allow for corner visual sight entrance.
Would the variance, and resulting project, impair an adequate supply of light and air to adjacent properties, substantially increase traffic congestion in public streets, increase the danger of fire, endanger the public safety, or substantially diminish property values within the neighborhood? Explain.	No, the variance would not cause these concerns or issues. The variance would still be 30 feet from Dunkirk and not create a road obstruction or visual clearance issue. If the variance is not approved and a 48 ft setback remains, the value of my property will decrease due to the division of my side and backyard creating a less aesthetically appealing and more difficult layout for use and maintenance.
Explain the "practical difficulties" present by answering the following questions: Is the variance the minimum action required to address or alleviate the practical difficulties? Explain.	The property line starting point should be a consideration in the fence location calculation. Most properties do not have 23 feet setback before a property line begins. Using a practical approach the variance presented took this into consideration to provide visual clearance on the Dunkirk side. Also, the existing grove of mature trees/bushes already creates a natural location and placing the fence to allow these to remain intact seems reasonable. The 30 ft variance presented allows the vegetation to remain.
Do you plan to use the property in a reasonable manner, permitted by the Zoning Ordinance? Explain.	Yes, the property is my main residence and will only be used as my private residence.
Would the variance, if granted, alter the essential character of the locality?	If granted, the change should allow for a consistent and appealing visual that matches other homes in the area. I have partnered with the city over the last few years to clean debris and maintain the home to increase the curb-appeal of the area.
Is the variance request based exclusively upon economic considerations? Explain.	It is not based on economics, but if not approved there are some potential additional costs. In 2025, I started to plan and budget my fence project and consulted the city for the process to replace. At that time, it was not discussed that a setback change would be needed from the prior fence location. The prior fence was removed to prepare for the change so there is not an option to leave it "as is." If the setback guideline remains at 48" feet any tree/bush removal or grading is an unplanned cost.
Is the difficulty due to circumstances unique to the property and was the issue created by the property owner? Explain.	The property line and characteristics were done during the prior ownership or home building process. The increased traffic from Dunkirk as the city has grown increased the need to build privacy or noise buffer.

Phone Number	
Email	

Fence Information

Type of Fence/Wall	Vinyl
Lineal Feet of Fence/Wall	320 feet

Height (including posts) of Fence/Wall

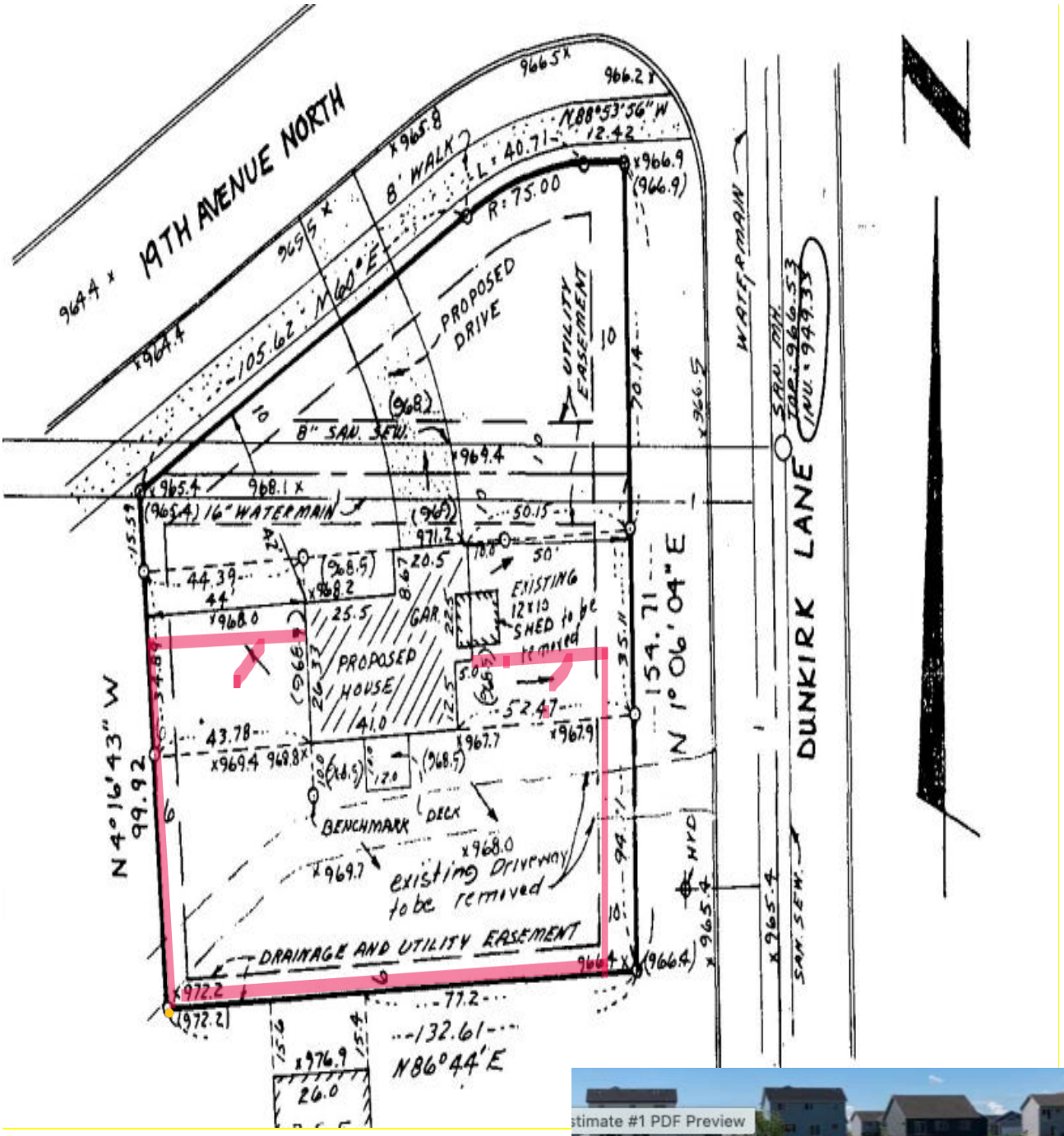
Front Yard	6'
Side Yard	6'
Rear Yard	6'

Have the corner monuments been found and the property lines been defined?	Yes
Would the “face” of the fence (i.e., finished side having no structural supports) face toward adjoining properties/streets?	Yes
Is the fence/wall proposed to be within a wetland or wetland buffer, cross over a required rain garden or pond access easement, or extend below the ordinary high-water level of a lake, stream, or pond?	No

Requirements

File Upload	Fence Description.jpg Fence Survey Location.docx
Property Owner Signature	 Link to signature
Applicant/Contact Person Signature	

East Side 30 Ft from Dunkirk



Outlook

RE: Fence proposed for 16705 North 19th Avenue PZ2026-037

From rodejc@comcast.net <rodejc@comcast.net>
Date Thu 7/16/2026 2:10 PM
To Sophia Kucera <skucera@plymouthmn.gov>
Cc 'Tracy Rode' <tracyrode@comcast.net>

External email ›

You don't often get email from rodejc@comcast.net. Learn why this is important

Hi Sophia,

Thank you for this information and the clarification of the variance. Sounds like this will work from a traffic standpoint, which was our only concern.

John and Tracy Rode

From: Sophia Kucera <skucera@plymouthmn.gov>
Sent: Wednesday, July 15, 2026 12:19 PM
To: rodejc@comcast.net
Cc: 'Tracy Rode' <tracyrode@comcast.net>
Subject: Re: Fence proposed for 16705 North 19th Avenue PZ2026-037

Hello John and Tracy,

Thank you for your comments. Your message will be added to the written record for this application for consideration by the Planning Commission and City Council. If you have not seen it already, the Planning Staff Report for this item has been published in the Planning Commission agenda packet here: Planning Commission • Plymouth, Minnesota Agendas • CivicClerk. The report provides more details about the requested setback variance. I'll attach the slide deck for tonight's meeting as well.

The proposed fence is requested a smaller setback from the front yard abutting Dunkirk Ln N, not the front yard abutting 19th Ave N, so at no point would the fence be closer than 25' from the front property line along 19th Ave. Part of the zoning review of the request was to make sure that traffic visibility triangles from the intersection of 19th Ave/Dunkirk Ln and from the neighbor's driveway access to the south are kept clear (these distances are 30 ft. at the intersection and 15 ft. from the south driveway), and these requirements were satisfied. The proposed fence would start roughly 30 feet set back from the street curb of Dunkirk Ln N, around the same point that the tree line begins.

Please let me know if this information addresses your concerns, if you have any additional questions, or if this remains an issue worth addressing at tonight's 7:00 PM Planning Commission meeting. As always, anyone from the public is welcome to attend the public meeting and speak on items on the agenda.

Sincerely,

Sophia Kucera | Associate Planner
City of Plymouth, Minnesota
3400 Plymouth Boulevard
Plymouth, MN 55447
P: 763-509-5285

From: rodejc@comcast.net <rodejc@comcast.net>
Sent: Wednesday, July 15, 2026 12:01 PM
To: Sophia Kucera <skucera@plymouthmn.gov>
Cc: 'Tracy Rode' <tracyrode@comcast.net>
Subject: FW: Fence proposed for 16705 North 19th Avenue PZ2026-037

You don't often get email from rodejc@comcast.net. Learn why this is important

Hi Ms. Kucera,

We are responding to the proposed setback variance requested by the homeowners at 16705 North 19th Avenue in Plymouth. We live across this property at 2025 Black Oaks Lane North. Our back yard faces this property from the east across Dunkirk Avenue. Our objection to this proposed 6-foot-tall privacy fence is from a traffic standpoint. If one is traveling east on 19th Avenue and wishes to take a left turn to go northbound on Dunkirk Avenue, then a tall 6-foot-high privacy fence could block the view of on coming traffic that is north bound on Dunkirk Avenue.

A zoning compliant fence may allow views to the right if the setbacks are carefully considered.

Thank you

John and Tracy Rode

2025 Black Oaks Lane North

CITY OF PLYMOUTH

RESOLUTION NO. 2026-

RESOLUTION APPROVING VARIANCE FOR PROPERTY AT 16705 19TH AVENUE NORTH (2026037)

WHEREAS, Benjamin Peters has requested approval of a variance to allow for construction of a fence in the front yard in the RSF-1 (Residential Single Family 1) zoning district, for residential property located at 16705 19th Avenue North, Plymouth, MN 55447 (PID No. 29-118-22-24-0079); and

WHEREAS, the variance would allow for construction of a 6-foot-tall privacy fence, set back approximately 7 feet from the east (front) property line where 25 feet would normally be required; and

WHEREAS, the Planning Commission has reviewed said request at a duly called public meeting 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 Benjamin Peters for a variance to allow for the construction of a 6-foot-tall privacy fence in the front yard at 16705 19th Avenue North, subject to the following conditions:

1. A variance is approved in accordance with the application received by the City on June 1, 2026, and additional information on June 10, 2026, except as may be amended by this resolution.

2. The requested variance is approved with the findings that all applicable variance standards would be met, as outlined in the zoning ordinance. Specifically,
   a. The request is in harmony with the general purpose of the zoning ordinance and comprehensive plan.
   b. The applicant has demonstrated that there are practical difficulties in complying with the ordinance regulations because:
      1. The request is reasonable, and the request would result in a fence for an existing home in the RSF-1 zoning district.
      2. The request is due to property characteristics not created by the landowners, including the corner lot's orientation and the width of the abutting right-of-way.
      3. The request would not alter the essential character of the lot or neighborhood, would not generate traffic safety issues, and would be consistent with neighborhood characteristics.
   c. The requested variance is not based upon economic considerations but rather based on the unique circumstances of the property and the request to improve the livability of the home by providing a private and secure fenced backyard while preserving mature trees.
   d. The requested variance and resulting construction would not impair an adequate supply of light and air to adjacent properties, nor would it increase traffic congestion or the danger of fire, endanger the public safety, or substantially diminish property values within the neighborhood. Staff find that the variance request is consistent with uses in this zoning district.
   e. The requested variance is the minimum action required to address the unique site characteristics.

3. Standard Conditions:

    a. Any subsequent phases or expansions are subject to required reviews and approvals per ordinance provisions.
    b. The variance shall expire one year after the date of approval, unless the property owner or applicant has started the project, or unless the applicant, with the consent of the property owner, has received prior approval from the city to extend the expiration date for up to one additional year, as regulated under Section 21030.06 of the Zoning Ordinance.

ADOPTED by the City Council on this 28th day of July, 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 July 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

Regular City Council
July 28, 2026
Agenda Number: 6.4

To:	Dave Callister, City Manager
Prepared by:	Michael Payne, City Engineer/Deputy Public Works Director
Reviewed by:	Michael Thompson, Public Works Director
Item:	**Approve Cooperative Agreement for the Station 73 TRIP Project (ST230003)**

1. Action Requested:

Adopt attached resolution approving cooperative agreement for the Station 73 TRIP Project (ST230003).

2. Background:

The attached cooperative agreement between the city, Hennepin County and Three Rivers Park District outlines the responsibilities of each agency for work occurring outside the State Highway 55 right-of-way. This includes project management, financial contributions, asset ownership and maintenance and financial responsibilities. A separate agreement and limited use permit between the four agencies involved in the project (MnDOT, Hennepin County, Three Rivers Park District and the city) for work occurring within the State Highway 55 right-of-way were previously approved by City Council on May 13, 2025.

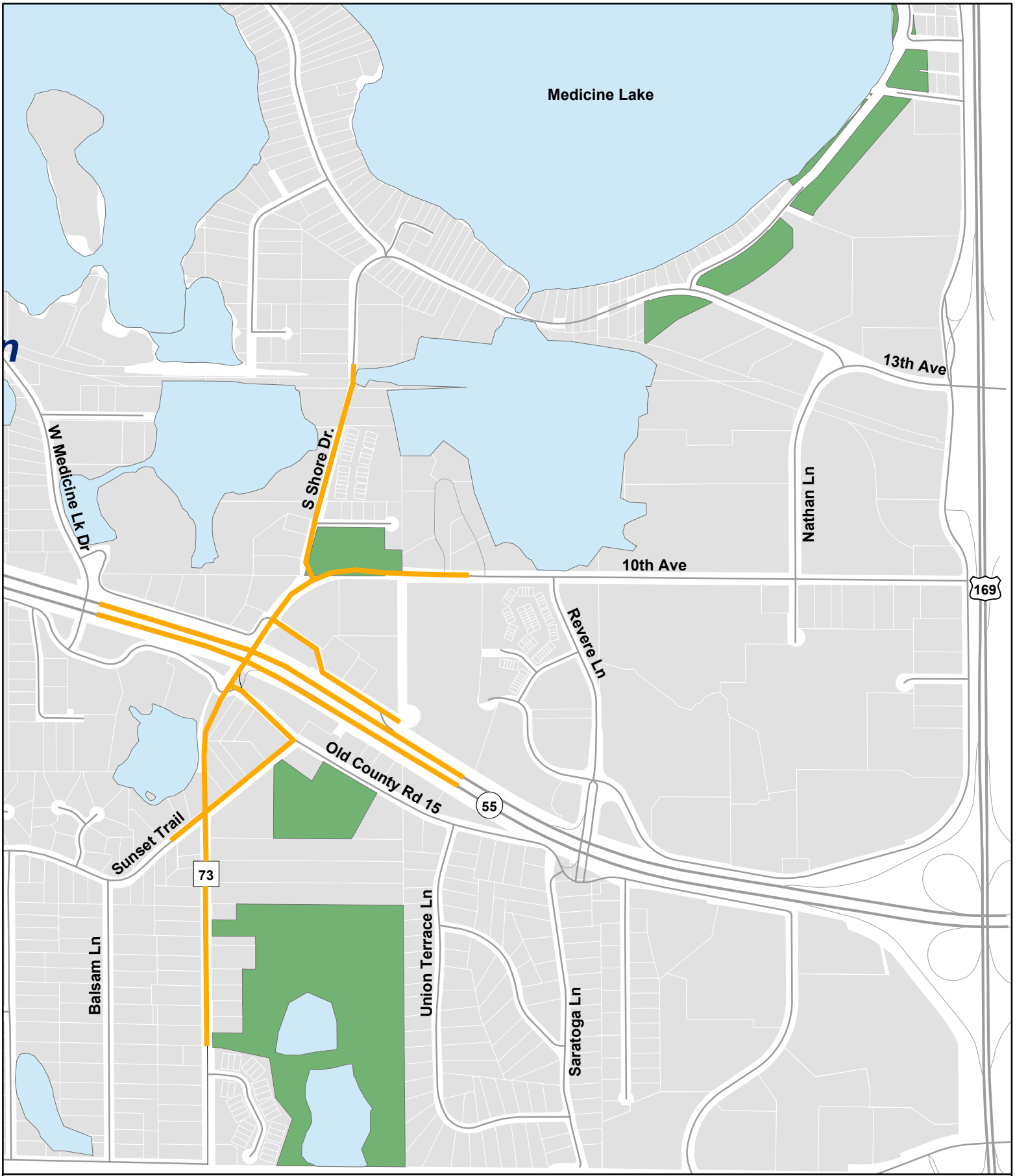
Upon completion of the project, a separate agreement transferring ownership of the new CSAH 73 roadway from the city to Hennepin County will be presented to the City Council for approval.

3. Budget Impact:

As part of the cooperative agreement, the Park District will contribute $1,450,000 towards the project and Hennepin County will contribute $1,000,000. In addition, Hennepin County will fund installation of new fiber optic conduit along CSAH 73 estimated at $60,000.

4. Attachments:

1. Location Map
2. Cooperative Agreement No. PW 26-17-25
3. Resolution



N

0 1,150 Feet

Station 73 Transit and Regional Improvement Program
City Project #ST230003

Project Location Map

City of Plymouth

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

Agreement No. PW 26-17-25
County Project No. 2850700 & 1006393
City Project No. ST230003
County State Aid Highway 73
City of Plymouth
Three Rivers Park District
County of Hennepin

CONSTRUCTION
COOPERATIVE AGREEMENT

This Agreement is made between the **County of Hennepin**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "County", and the **City of Plymouth**, a Minnesota home-rule charter city under the laws of the State of Minnesota, hereinafter referred to as the "City", and **Three Rivers Park District**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "Park District". The County, the City and the Park District collectively are referred to as the "Parties" and individually as a "Party".
.

Recitals

The following Recitals are incorporated into this Agreement.

1. The City, the County and the Park District, in collaboration with the Minnesota Department of Transportation ("MnDOT"), desire to improve County State Aid Highway (CSAH) 73 and State Trunk Highway (TH) 55, which improvements include roadway reconstruction, sidewalk and ADA improvements, a shared use trail, traffic signal replacement, street lighting, roundabouts, retaining walls, traffic management, fiber optic systems, and pedestrian underpasses (Bridge No. 27X19 and No. 27X20), and other associated construction along CSAH 73, South Shore Drive) from 1st Avenue North to 1,100 feet east of South Shore Drive, and TH 55 from 1,000 feet west of CSAH 73 to 2,000 feet east of CSAH 73. According to City-prepared plans, specifications, special provisions designated by the City as Local Project No. ST230003, under County Project (CP) No. 2850700, and as State Project No. 2723-149 (TH 55=188), No. 155-010-007, No. 155-090-003, No. 027-673-010, No. 155-020-023, No. 155-169-002, and No. 155-080-002 as further illustrated in Exhibit D (Project Plan Title Sheet), and which shall hereinafter be referred to as the ("Project").

2. The Parties have entered into a separate agreement with MnDOT (Contract No. 1052068) and Hennepin County (Agreement No. PW 02-40-25) to memorialize the partnership and to outline each Party's ownership, financial responsibilities and maintenance responsibilities for improvements made within MnDOT right of way, which shall hereinafter be referred to as the ("State Agreement").

3. The City and Park District have entered into a separate property agent agreement executed January 26, 2024, to memorialize their partnership and to outline each Party's financial

responsibilities for property acquisition necessary for the Project, which shall hereinafter be referred to as the ("Right of Way Agreement").

4. The Park District desires to connect a gap on the Eagle Lake Regional Trail ("Regional Trail") and construct other non-motorized pedestrian facilities to improve safety, mobility and accessibility along the Regional Trail and on County and City right of way as part of the Project.

5. The City desires to rebuild and realign roadways, enhance transit, and construct pedestrian underpasses to improve safety and mobility for all modes of travel as part of the Project.

6. The Parties desire to realign CSAH 73 as part of the Project.

7. The Parties have agreed to enter into this Agreement to memorialize the partnership and to outline each Party's ownership, financial and maintenance responsibilities for the Project, otherwise not defined in the State Agreement.

8. The City shall be the lead agency in Project design, engineering, and construction administration, and shall be responsible for acquiring all governmental agency-required permits needed for the Project.

9. The City Engineer has prepared an Engineer's Estimate of quantities and unit prices for the Project, and a copy of the Engineer's Estimate and an estimated Division of Cost Summary, marked Exhibit A, is attached hereto.

10. The Parties have indicated a willingness to cost participate in the Project as detailed herein.

11. Upon completion of the Project, the County and the City will contemplate a separate agreement to complete a jurisdictional transfer from the County to the City of all permanent right of way and easements for existing CSAH 73 (Old County Road 15), from Sunset Trail North to TH 55 Service Road.

12. The Project will be carried out by the Parties under the provisions of Minnesota Statutes, Section 162.17, Subdivision 1, and Section 471.59.

Agreement

NOW, THEREFORE, the Parties agree as follows:

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

1.1. Effective Date. This Agreement is effective as of the date of the final signature.

1.2. Expiration Date. This Agreement will expire after the date in which all obligations have been satisfactorily fulfilled.

1.3. Survival of Terms. Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: Maintenance Responsibilities, Records/Audits, Indemnification, Insurance, Worker Compensation Claims, Cancellation, Termination, and Minnesota Laws Govern.

1.4. Exhibits. All exhibits are attached and incorporated into this Agreement.

1.4.1 Exhibit A (Engineer's Estimate and Division of Cost Summary).

1.4.2 Exhibit B (MnDOT ADA Compliance Checklist (Curb Ramp) and Accessibility Pedestrian Signal (APS) forms).

1.4.3 Exhibit C (Drainage Ownership and Maintenance Responsibilities).

1.4.4 Exhibit D (Project Plan Title Sheet).

1.4.5 Exhibit E (Retaining Wall Ownership and Maintenance Responsibilities).

2. Project Construction.

2.1. Contract Award and Administration. The City or its agents shall prepare the necessary Project plans, specifications, and proposal; obtain approval of the plans and specifications from the County and Park District; advertise for bids for the work and construction; receive and open bids pursuant to the advertisement; enter into a contract with the successful bidder at the unit prices specified in the bid of such bidder; administer the contract; and perform the required engineering and inspection; all in accordance with the plans and specifications set forth below.

2.2. Plans and Specifications.

2.2.1 Design Work. All design work performed by the City and its agents for the Project shall be prepared and certified by a Professional Engineer licensed in the State of Minnesota. All designs which affect County facilities shall conform to the Minnesota Department of Transportation (MnDOT) Design Standards applicable to County State Aid Highways and to the requirements of the Americans with Disabilities Act (ADA) standards, and be approved by the County Engineer prior to construction. Attached as Exhibit B is a copy of the MnDOT ADA Compliance Checklist (Curb Ramp) and APS forms. The City or its agents shall complete the forms for each curb ramp constructed and APS installed as part of the Project and submit the forms by using the County's "Asset Management" site, which requires registration to access. The City understands and agrees that the payment as stated in Subsection 4.5 will be withheld until all required ADA curb ramp and APS certification forms have been received and verified by the County. Directions for obtaining access to

the Asset Management site can be found at the following link, under the "ADA checklists for construction within County right-of-way" bar: (https://www.hennepin.us/residents/transportation/ada-transition-plan).

2.2.2 Plan Numbers (S.A.P#/ S.P.#). The plans and specifications for the Project are referenced and identified as S.P. #027-673-010; S.P. #155-090-003; S.P. # 155-020-023; S.P. #155-169-002; S.P. #155-010-007; S.P. #155-080-002; and S.P. 2723-149 (TH 55=188) shall be approved by MnDOT prior to Project construction.

2.2.3 Request for Copies of Plans. At the request of the County or the Park District, the City or its agents shall furnish any working copies of any plans, designs or reports at any time during the Project design process. Upon completion of the Project, the City or its agents shall furnish the County and the Park District with a complete set of as-built plans certified as to their accuracy by the City Engineer and shall be submitted to the County and Park District.

2.2.4 Plan Review and Approval. The City shall furnish the County and Park District with Project plans and specifications for review and approval as follows: electronic submittals at 60%, 90%, and 100%; comment response letter with 90% and 100% package; electronic copy of plans at 100% for County permit approval.

2.2.5 Materials Sampling and Testing. All construction and materials sampling and testing for the Project shall be accomplished in accordance with all applicable standards and requirements of MnDOT State Aid for Local Transportation Division in effect at the time of Contract award. Material samples sent to MnDOT shall not include the County's State Aid Number.

2.3. Construction Supervision and Inspection. The City or its agents will administer the construction contract, perform all necessary engineering, inspection, and testing of all the Project work. All work for the Project shall be completed in compliance with the County and Park District approved plans and specifications. The County Engineer, Park District, or their designated representatives shall have the right, as the work progresses, to enter upon the job site to make any inspections deemed necessary and shall cooperate with the City Engineer and staff at their request to the extent necessary but will have no responsibility for the supervision of the work.

2.4. Plan Changes and Additional Construction.

2.4.1 Plan Changes. The County and Park District agree that the City may make changes in the plans or in the character of the Project construction that are reasonably necessary to cause the construction to be in all things performed and completed in a satisfactory manner, subject to the County and Park District's rights under subsection 2.4.2 and the limitations and restrictions on cost participation provided in Section 3.

2.4.2 Review Proposed Changes. The County and Park District shall have the right to review any proposed changes to the plans and specifications as they relate to the County's and Park District's cost participation prior to the work being performed, except in emergencies, and in those instances where the proposed changes necessitate a re-engineering of the design and/or specifications, the City shall submit the re-engineered design and/or specifications to the County and Park District. The County Engineer or designated representative and an authorized representative of the Park District shall respond to the City's request for approval to authorize the issuance of any negotiated change orders or supplemental agreements prepared by the City that affect the County's and Park District's share of the construction cost within a reasonable time frame, subject to the limitations and restrictions on County and Park District cost participation provided in Section 3.

2.5. Right of Way/Permit.

2.5.1 Right of Way Acquisition. The City or its agents shall acquire all additional right of way, permits and/or easements required for the construction of the Project. Additionally, upon completion of the Project, the City agrees to convey to the County all permanent right of way and easements acquired for the County highway included in this Project at no cost to the County. The City also agrees to convey to the Park District permanent easements acquired for ownership and maintenance of Retaining Walls N, P, and Q upon completion of the Project.

2.5.2 Access Rights and Permits. To the extent permitted by law, the County shall transfer, convey, permit, or otherwise allow the use of property rights controlled or maintained by the County, including but not limited to easements or access rights, that may be required by the City for the Project. The Parties understand that any such access rights must be necessary for completion of the Project and shall be subject to applicable County Board or County staff approval requirements; these access rights will be granted at no cost to the City. Any and all County permits required for the Project shall be granted by the County at no cost or expense to the City or its contractors. The City shall also obtain, and comply with any and all permits and approvals required from other governmental or regulatory agencies to accomplish the Project.

2.5.3 Right of Way Costs. There are no right of way costs associated with this Agreement.

2.6. Street Lighting. The City, at no cost to the County, shall provide the electrical energy for the operation of all streetlights installed as part of the Project.

2.7. Asbestos. The Project may include the removal of asbestos containing electrical conduit. Only firms licensed to conduct asbestos abatement shall be used for the safe removal of asbestos containing electrical conduit with proper shipping manifest

prepared and submitted to the appropriate agency. The lead agency in the Project construction shall be responsible for the oversight of the removal of asbestos containing electrical conduit and compliance with the abovementioned specifications.

2.8. Retaining Walls. The Project includes construction of four retaining walls within County and City right of way, ("Retaining Walls"). The Parties will maintain the Retaining Walls as provided in Subsections 5.2, 6.6, and 7.2, and the attached Exhibit E.

2.9. Detours. The Project may require limited detouring of traffic onto the City's and County's roadways. The Parties agree that there will be no compensation to the City and County for detours onto roadways required to construct the Project.

2.10. County Fiber Optic Lines. The Project will require the relocation of County fiber optic lines per the construction plans. The County shall be responsible for all measures to maintain functionality of the existing County fiber optic lines until the new County fiber optic lines have been installed by the Project at no cost to the City.

3. Cost Participation. The County and Park District will participate in the costs for the Project as provided herein.

3.1. Park District's Cost Participation. The Park District's cost participation in the Project shall be a total Not to Exceed (NTE) amount of $1,450,000.00 ("Park District Cost Participation"), which shall include $750,000.00 already committed for Regional Trail property rights acquisition per the Right of Way Agreement. Should the City not seek the full available reimbursement for property rights, it may use any remaining funds to support design and construction of the Eagle Lake Regional Trail provided that the Park District's contribution does not exceed $1,450,000.00.

3.2. County's Cost Participation. The County's cost participation in the Project shall be a total Not to Exceed (NTE) amount of $1,000,000.00 ("County Cost Participation"), which shall be calculated based on only those portions of the Project construction costs identified in Exhibit A, in the Federal Participating column under SP 027-673-010, SP 155-020-023, as the County's share and engineering costs.

3.3. County's Cost Participation for Fiber Optic Conduit. The County's cost participation for fiber optic conduit ("County Cost Participation for Fiber Optic Conduit") is estimated to be $60,000.00 as shown in Exhibit A, in the Non-Participating column under CP 1006393 for County Cost Participation for Fiber Optic Conduit. The Parties understand and agree this is an estimate and is intended for planning purposes only. The unit prices set forth in the contract with the successful bidder and final quantities as measured by the City Engineer's designated representatives shall govern in computing the total final cost for the fiber optic conduit and apportioning the Parties' total final Fiber Optic Conduit costs. The final quantities as measured by the City's Engineer's designated representatives for contract pay items in which the County is participating shall be subject to review and approval by the County Engineer.

3.4. **State Aid Funds.** The County may elect to use County State Aid funds to pay for the County Cost Participation amount contemplated by this Agreement. Therefore, Project costs paid with the County Cost Participation funds must be eligible for County State Aid funding, and shall be used for construction and associated engineering costs that benefit the County highways included in the Project.

3.5. **State Aid Fund Eligibility.** The County reserves the right to cancel payment for its share of the costs under this Agreement if any action or inaction of the City causes MnDOT's State Aid Engineer to determine that the County's costs are not eligible for State Aid funding. The County's cost participation in the Project is contingent upon submittal to the County by the City, of the MnDOT approved-plan for the Project.

4. Payment.

4.1. **Amount Due.** The County, subject to the provisions stipulated in this Agreement, agrees to pay the County Cost Participation as described herein. The Park District, subject to the provisions stipulated in this Agreement, agrees to pay the Park District Cost Participation as described herein.

4.2. **When to Invoice**. Upon completion of the Project, the City shall notify the County and Park District, and submit an invoice for one hundred percent (100%) of the County Cost Participation and Park District Cost Participation for the Project under this Agreement.

4.3. **What to Include in the County Invoice.** The County invoice shall include: invoice amount, date of invoice, invoice number, name of the County Construction Project Manager (Mr. Zach Rothstein, P.E.), Project name, County Project number (CP 2850700), contract number, and purchase order number. For the final invoice, the City shall provide the County with a final distribution of costs document and provide the County with complete as-built plans prior to requesting payment.

4.4. **What to Include in the Park District Invoice.** The Park District invoice shall include: invoice amount, date of invoice, invoice number, name of the Park District Construction Project manager (Mr. Josh Bowe, P.E.) and Project name (Eagle Lake Regional Trail: Station 73 Project). For the final invoice, the City shall provide the Park District with a final distribution of costs document and provide the Park District with complete as-built plans prior to requesting payment.

4.5. **Where to Send County Invoice.** County invoices and supporting documentation should be sent by email to obf.internet@hennepin.us or by mail to: Hennepin County Accounts Payable, P.O. Box 1388, Minneapolis, MN 55440-1388. An electronic copy of all invoices and Project documentation should also be submitted to transp.invoices@hennepin.us.

4.6. **Where to Send Park District Invoice.** Park District invoices and supporting documentation should be sent to Josh Bowe, Senior Manager of Engineering by email to: Josh.Bowe@threeriversparks.org or by mail to: Josh Bowe, Senior Manager of Engineering, 3000 Xenium Lane North, Plymouth, MN 55441.

4.7. **Approval and Payment.** Upon approval and acceptance of the completed Project as well as all MnDOT ADA Compliance Checklist forms by the County Engineer or designated representative, and within forty-five (45) days of receipt of the invoice, the County and Park District shall reimburse the City for its share of the costs for the Project under this Agreement.

5. The City's Maintenance Responsibilities. Upon completion of the Project, the City shall provide the following year-round ownership and maintenance services required thereafter at no cost to the County and Park District. See the State Agreement with the Parties for all other City maintenance of the Project improvements located within MnDOT right of way.

5.1. **Roadways.** Maintenance of all roadways reconstructed under the Project, except for CSAH 73 and State Trunk Highway 55. Maintenance includes, but is not limited to sweeping, debris removal, resurfacing and seal coating, and any other maintenance activities according to accepted City maintenance practices.

5.2. **Retaining Walls.** The City shall own and maintain Retaining Walls A and R constructed as part of the Project. Maintenance includes, but is not limited to, routine maintenance, minor repairs, graffiti removal, maintenance of attached railings, maintenance of fencing, and any other activity required to maintain the walls in good working order according to accepted City maintenance practices. The Parties understand and agree that the City is responsible for one hundred percent (100%) of maintenance and replacement costs for Retaining Walls A and R.

5.3. **Street Lighting.** The City shall own and maintain the streetlights installed as part of the Project according to City practices.

5.4. **Sidewalks and Pedestrian Ramps.** Excluding the Regional Trail, the City shall own and maintain sidewalks and pedestrian ramps constructed as part of the Project. Maintenance includes, but is not limited to, winter maintenance, debris removal, patching, crack repair, and any other maintenance activities as per accepted City maintenance practices.

5.5. **Raised Median Pedestrian Openings and Pedestrian Refuges.** The City shall own and maintain raised median pedestrian openings and pedestrian refuges constructed/revised as part of the Project according to City practices. Maintenance includes, but is not limited to, winter maintenance, debris removal, patching, crack repair, and any other maintenance activities as per accepted City maintenance practices.

5.6. **Multi-use Trail/Bicycle Facility.** Excluding the Regional Trail, the City shall own and maintain the newly constructed multi-use trail/bicycle facilities constructed as part

of the Project. Maintenance includes, but is not limited to, the buffer zones and vertical separation for the bikeway, trail surfacing, sweeping, winter maintenance, and any other maintenance activities according to City practices.

5.7. **Road Pavement Striping and Crosswalk Markings.** The City shall assume maintenance of all road pavement striping for roadway users installed as a part of the Project, except along State Trunk Highway 55 and CSAH 73. The City shall assume maintenance of all crosswalk markings installed as a part of the Project, except within State of Minnesota right of way.

5.8. **Road Storm Sewers.** The City shall own and maintain catch basins, manholes, and trunk lines serving areas beyond the County right of way constructed or reconstructed under the Project. Maintenance includes, but is not limited to, repairs to structures, castings, and adjacent curb section repairs along with removal of sediments, vegetation, and ice. Storm sewer ownership and maintenance responsibilities are further illustrated in the attached Exhibit C.

5.9. **Public Utilities**. The City shall own and maintain all water main and sanitary sewer main pipes, manholes, valves, or any other appurtenance installed as part of the Project according to City practices.

5.10. **Stormwater Treatment Infrastructure**. The City shall maintain the newly installed/revised stormwater treatment infrastructure (BMP 2) constructed as part of the Project according to City practices as further illustrated in the attached Exhibit C. Routine maintenance includes, but is not limited to, removal of litter, clearing ice, mowing, vegetation management, minor erosion repairs, and replacement of filter media and sediment removal. Non-routine maintenance costs, including dredging and replacement of stormwater treatment structures shall be apportioned between the County and City based on percent of contributing area as described in the attached Exhibit C.

5.11. **Landscaping.** The City shall assume maintenance of all landscaping/streetscape, including non-standard pavements and surface treatments, such as colored concrete and joint patterns not consistent with MnDOT standard plans or City standard details installed as a part of the Project.

6. **The Park District's Maintenance Responsibilities.** Upon completion of the Project, the Park District shall provide the following year-round maintenance services required thereafter at no cost to the County and City. The Park District and its agents and licensees shall have the sole and exclusive right and authority to operate and control the Regional Trail and to establish rules and regulations governing its use to the extent not in conflict with ordinances of the County or City. See the State Agreement with the Parties for all other Park District maintenance responsibilities for Project improvements made within MnDOT right of way.

6.1. **Regional Trail Pedestrian Ramps.** The Park District shall own and maintain

Regional Trail pedestrian ramps constructed as part of the Project. Maintenance includes, but is not limited to, winter maintenance, debris removal, patching, crack repair, and any other maintenance activities as per accepted Park District maintenance practices.

6.2. **Raised Median Pedestrian Openings and Pedestrian Refuges.** The Park District shall maintain Regional Trail pedestrian refuges constructed/revised as part of the Project according to Park District practices.

6.3. **Regional Trail.** The Park District shall own and maintain the newly constructed Regional Trail constructed as part of the Project. The Park District shall be responsible for the renovation, replacement, repair, maintenance, and upkeep of the Regional Trail except bridges, tunnels, and other structures owned by others unless otherwise agreed to by the Park District per MnDOT Agreement No. 1058416. The Park District shall be solely responsible for establishing maintenance standards for the Regional Trail, which will be consistent district wide. In accordance with Park District policy, winter maintenance shall be provided by the City via a Winter Use Permit from the Park District except in the event the Park District, in its sole discretion, elects to provide winter maintenance. Maintenance of adjacent specialized landscaping, plantings, or similar installations as part of the Project are the responsibility of the City. The Park District reserves the right to remove any vegetation or object that obstructs the use or safety of the Regional Trail including adjacent and vertical safety zones.

6.4. **Park District Regional Trail Pavement Striping.** Notwithstanding the maintenance requirements of subsections 5.7 and 7.3, the Park District shall assume maintenance of all Regional Trail pavement striping installed as a part of the Project.

6.5. **Park District Regional Trail Signage and Wayfinding.** The Park District shall assume maintenance of all Regional Trail signage and wayfinding installed as part of the Project.

6.6. **Retaining Walls.** The Park District shall own and maintain Retaining Wall Q constructed as part of the Project. Maintenance includes, but is not limited to, routine maintenance, minor repairs, graffiti removal, maintenance of attached railings, maintenance of fencing, and any other activity required to maintain the walls in good working order according to accepted City maintenance practices. The Parties understand and agree that the Park District is responsible for one hundred percent (100%) of maintenance and replacement costs for Retaining Wall Q.

7. The County's Maintenance Responsibilities. Upon completion of the Project, the County shall provide year-round maintenance at its sole cost as outlined below. See the State Agreement with the Parties for all other County maintenance responsibilities for Project improvements made within MnDOT right of way.

7.1. **Roadways.** Maintenance of CSAH 73 reconstructed under the Project. Maintenance

includes, but is not limited to, sweeping, debris removal, resurfacing and seal coating, and any other maintenance activities according to accepted County maintenance practices.

7.2. Retaining Walls. After Project completion, the County shall own and maintain Retaining Wall S constructed as part of the Project. Maintenance includes, but is not limited to, routine maintenance, minor repairs, graffiti removal, maintenance of attached railings, maintenance of fencing, and any other activity required to maintain the wall in good working order according to accepted County maintenance practices. The County will invoice the City for fifty percent (50%) of maintenance costs incurred by the County to maintain Retaining Wall S, and the City will pay such invoices.

7.3. Road Pavement Striping. The County shall thereafter maintain and repair all pavement striping for CSAH 73 installed as a part of the Project.

7.4. Storm Sewers. The County shall own and maintain culverts, catch basins and leads, manholes, trunk lines and all other components that serve only County right of way constructed or reconstructed under the Project. Maintenance includes repairs to structures, castings, and adjacent curb section repairs along with removal of sediments, vegetation, and ice. Storm sewer ownership and maintenance responsibilities are further illustrated in the attached Exhibit C.

7.5. Stormwater Treatment Infrastructure. As described in subsection 5.10, the County shall reimburse the City for non-routine maintenance costs, including dredging and replacement of stormwater treatment structures, apportioned between the County and City based on percent of contributing area as described in the attached Exhibit C.

7.6. County Fiber Optic Lines.

7.6.1 Locating County Fiber Optic Lines. The County will be responsible for performing all underground location of County fiber optic lines and related equipment for the purpose of various design and construction projects or other projects which may be required through the Gopher State One Call system, and furnishing all labor, materials, supplies, tools and other necessary items without cost to the City.

7.6.2 Fiber Optic Lines. The County shall be responsible for maintenance and repair of all County communication lines (primarily fiber optic lines) between County signal systems, other infrastructure, and County's traffic management center.

8. Authorized Representatives. In order to coordinate the services of the City with the activities of the County and Park District, and vice versa, so as to accomplish the purposes of this Agreement, the Hennepin County and the City Engineers, the Park District Superintendent, or

their designated representatives shall manage this Agreement.

County of Hennepin:
Carla Stueve
County Highway Engineer
Hennepin County Public Works
1600 Prairie Drive, Medina, MN 55340
Office: 612-596-0356
Carla.Stueve@hennepin.us

City of Plymouth:
Michael Thompson
Public Works Director
3400 Plymouth Boulevard, Plymouth, MN 55447
Office: 763-509-5501
mthompson@plymouthmn.gov

Three Rivers Park District:
Boe Carlson
Superintendent
3000 Xenium Lane North, Plymouth, MN 55441
Office: 763-559-6761
Boe.Carlson@threeriversparks.org

9. Assignment, Amendments, Default, Waiver, Agreement Complete, Cancellation or Termination.

9.1. **Assignment.** The City shall not assign, subcontract, transfer or pledge this Agreement and/or the services to be performed hereunder, whether in whole or in part, without the prior written consent of the Parties.

9.2. **Amendments.** Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the Parties hereto.

9.3. **Default.** If a Party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the Party's default is excused by the non-defaulting Parties, the non-defaulting Parties may upon written notice immediately cancel this Agreement in its entirety.

9.4. **Waiver.** Failure to insist upon strict performance of any provision or to exercise any right under this Agreement by the Parties shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

9.5. Agreement Complete. The entire Agreement between the Parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

9.6. Cancellation or Termination. This Agreement may be terminated or cancelled by any Party with or without cause upon thirty (30) day written notice. This Agreement shall be terminated or cancelled by any Party upon a material breach by another Party. In the event of a termination or cancellation, the Parties will remain responsible for cost participation as provided in this Agreement for obligations incurred up through the effective date of the termination or cancellation, subject to any equitable adjustment that may be required to account for the effects of a breach.

10. Indemnification.

10.1. The City Indemnifies the County and the Park District. The City agrees to defend, indemnify and hold harmless the County and the Park District, their officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the City or the City's consultant or sub consultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of the City to perform fully, in any respect, all obligations under this Agreement. The City's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

10.2. The Park District Indemnifies the County and the City. The Park District agrees to defend, indemnify and hold harmless the County and the City, their officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the Park District or the Park District's consultant or sub consultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of the Park District to perform fully, in any respect, all obligations under this Agreement. The Park District's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

10.3. The County Indemnifies the City and the Park District. The County agrees to defend, indemnify and hold harmless the City and the Park District, their officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the County or the County's consultant or sub consultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the

services required by this Agreement, and against all loss by reason of the failure of the County to perform fully, in any respect, all obligations under this Agreement. The County's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

11. Insurance. The Parties agree that any future contract let by the Parties for the performance of any of the work included hereunder shall include clauses that will: 1) Require the contractor to indemnify and hold the County, the City and the Park District, and their commissioners, officers, agents and employees harmless from any liability, claim, demand, judgments, expenses, action or cause of action of any kind or character arising out of any act or omission of the contractor, its officers, employees, agents or subcontractors; 2) Require the contractor to be an independent contractor for the purposes of completing the work provided for in this Agreement; and 3) Require the contractor to provide and maintain the following insurance so as to assure the performance of its indemnification and hold harmless obligation.

	Limits
(1) Commercial General Liability on an occurrence basis with contractual liability coverage:	
General Aggregate	$2,000,000
Products - Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,500,000
Each Occurrence - Combined Bodily Injury and Property Damage	$1,500,000

Hennepin County and Three Rivers Park District shall be named as additional insureds for the Commercial General Liability coverage with respect to operations covered under this Agreement.

(2) Automobile Liability:	
Combined Single limit each occurrence coverage or the equivalent covering owned, non-owned, and hired automobiles:	$1,500,000
(3) Workers' Compensation and Employer's Liability:	
Workers' Compensation: If the contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.	Statutory
Employer's Liability. Bodily injury by: Accident – Each Accident	$500,000

Disease – Policy Limit	$500,000
Disease - Each Employee	$500,000

(4) Professional Liability – Per Claim and Aggregate: $2,000,000

The above listed Professional Liability insurance will not be required in any construction contract let by the City and/or the Park District if the City's and/or the Park District's contractors are not required to perform design engineering as part of the construction contract.

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required insurance limits.

The above subparagraphs establish minimum insurance requirements. It is the sole responsibility of the City's and/or the Park District's contractors to determine the need for and to procure additional insurance which may be needed in connection with the Project.

All insurance policies shall be open to inspection by the County and Park District, and copies of policies shall be submitted to the County and Park District upon written request.

12. Worker Compensation Claims.

12.1. City's Employees. Any and all employees of the City and all other persons engaged by the City in the performance of any work or services required or provided for herein to be performed by the City shall not be considered employees of the County or the Park District, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the County or the Park District.

12.2. Park District's Employees. Any and all employees of the Park District and all other persons engaged by the Park District in the performance of any work or services required or provided for herein to be performed by the Park District shall not be considered employees of the County or the City, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the County or the City.

12.3. County's Employees. Any and all employees of the County and all other persons engaged by the County in the performance of any work or services required or provided for herein to be performed by the County shall not be considered employees of the City

or the Park District, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the City or the Park District.

13. **Records/Audits.** The Parties agree that the County, the Park District, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, etc., which are pertinent to the Project and the accounting practices and procedures of the Parties which involve transactions relating to this Agreement.

14. **Nondiscrimination.** The provisions of Title VI of the Civil Rights Act of 1964, Minnesota Statute Section 181.59, and any other applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of Hennepin County shall be considered a part of this Agreement as though fully set forth herein.

15. **Counterparts/Electronic Signatures**. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

16. **Minnesota Laws Govern.** The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the State of Minnesota.

(This space left intentionally blank)

IN TESTIMONY WHEREOF, the Parties hereto have caused this Agreement to be executed

by their respective duly authorized officers and agree to be bound by the provisions herein set forth.

CITY OF PLYMOUTH

By:_____
Mayor

Date:_____

By:_____
City Manager

Date:_____

THREE RIVERS PARK DISTRICT

By:_____
Chair-Three Rivers Park District
Board of Commissioners

Date:_____

By:_____
Superintendent and Secretary to the Board

Date:_____

Pending e-Signatures

COUNTY OF HENNEPIN

ATTEST:

By:_____
Deputy/Clerk of the County Board
Date:_____

By:_____
Chair of its County Board
Date: _____

And: _____
County Administrator
Date: _____

REVIEWED BY
THE COUNTY ATTORNEY'S OFFICE:

By:_____
Assistant County Attorney
Date:_____

And:_____
Assistant County Administrator, Public Works
Date:_____

RECOMMENDED FOR APPROVAL

By:_____
County Highway Engineer
Date:_____

REVIEWED:
By: _____
County Administrative Clerk

Date:_____

RECOMMENDED FOR APPROVAL
By:_____
Acting Department Director, Transportation Operations
Date:_____

EXHIBIT A
Engineer's Estimate and Division of Cost Summary

EXHIBIT A (ENGINEER'S ESTIMATE AND DIVISION OF COST SUMMARY)
PW 26-17 25, OSAH 73, OP 2890700
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM
SP 2723-140 (TH 55),
SP 027-673-010

						FEDERAL PARTICIPATING																						NON PARTICIPATING	
						SP 27 23-1 49, SP 155 -010 -007						SP 155-090 -002				SP 155-1 69-00 2				SP 027-673-010, SP 155-020 -023				SP 155 -090 0 03						COUNTY PROJ NO. 10 06 3 93	
						ROADWAY		STORM SEWER		BRIDGE 27X20		ROADWAY		STORM SEWER		ROADWAY		STORM SEWER		ROADWAY		STORM SEWER		ROADWAY		STORM SEWER		BRIDGE 27 X19		ROADWAY	
ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL ESTIMATED QUANTITY	UNIT COST	TOTAL COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST
201 1.601	AS BUILT	LUMP SUM	1	$ 25,000.00	$ 25,000.00	1	$ 25,000.00																								
202 1.501	MOBILIZATION	LUMP SUM	1	$ 1,10 0,00 0.00	$ 1,10 0,00 0.00	0.24	$ 264,000.00	0.02	$ 22,00 0.00			0.18	$ 198,00 0.00	0.02	$ 22,00 0.00	0.11	$ 121,00 0.00	0.01	$ 11,00 0.00	0.27	$ 297,00 0.00	0.03	$ 33,00 0.00	0.1	$ 110,00 0.00	0.02	$ 22,00 0.00				
203 1.502	FIELD OFFICE	EACH	1	$ 90,00 0.00	$ 90,00 0.00	0.24	$ 12,00 0.00	0.02	$ 1,00 0.00			0.18	$ 9,00 0.00	0.02	$ 1,00 0.00	0.11	$ 5,50 0.00	0.01	$ 50 0.00	0.27	$ 13,50 0.00	0.03	$ 1,50 0.00	0.1	$ 5,00 0.00	0.02	$ 1,00 0.00				
304 1.610	TRAINEES	HOUR	500 0	$ 1.00	$ 5,00 0.00	10 00	$ 1,00 0.00					10 00	$ 1,00 0.00			100 0	$ 1,00 0.00			1 000	$ 1,00 0.00			100 0	$ 1,00 0.00						
210 1.505	CLEARING	ACRE	9.5	$ 15,00 0.00	$ 2,50 0.00							1.7	$ 25,50 0.00			0.8	$ 12,00 0.00			3	$ 45,00 0.00										
210 1.505	GRUBBING	ACRE	9.9	$ 15,00 0.00	$ 9,50 0.00							2.1	$ 31,50 0.00			0.8	$ 12,00 0.00			3	$ 45,00 0.00										
212 2.503	PAVEMENT MARKING REMOVAL	LIN FT	4110	$ 1.50	$ 6,16 5.00											90	$ 1 35.00			4020	$ 6,03 0.00										
212 2.518	PAVEMENT MARKING REMOVAL	SQ FT	200	$ 3.50	$ 70 0.00											2 00	$ 7 00.00														
310 3.501	BUILDING REMOVAL	LUMP SUM	1	$ 15 0,00 0.00	$ 15 0,00 0.00															1	$ 1 50.00 0.00										
210 4.502	REMOVE LIGHTING UNIT	EACH	2	$ 40 0.00	$ 80 0.00															2	$ 80 0.00										
210 4.502	REMOVE MANHOLE	EACH	21	$ 65 0.00	$ 13,65 0.00							9	$ 5,85 0.00			5	$ 3,25 0.00			7	$ 4,55 0.00										
210 4.502	REMOVE CATCH BASIN	EACH	14	$ 65 0.00	$ 9,10 0.00							2	$ 1,30 0.00			9	$ 5,85 0.00			3	$ 1,95 0.00										
210 4.502	REMOVE GATE VALVE & BOX	EACH	3 0	$ 37 0.00	$ 11,10 0.00							7	$ 2,59 0.00			20	$ 7,40 0.00			3	$ 1,11 0.00										
210 4.502	REMOVE CURB STOP & BOX	EACH	11	$ 17 5.00	$ 1,92 5.00							2	$ 35 0.00			1	$ 1 75.00			8	$ 1,40 0.00										
210 4.502	REMOVE HYDRANT	EACH	14	$ 80 0.00	$ 11,20 0.00							3	$ 2,40 0.00			7	$ 5,60 0.00			4	$ 3,20 0.00										
210 4.502	REMOVE SANITARY CLEANOUT	EACH	1	$ 30 0.00	$ 30 0.00							1	$ 30 0.00																		
210 4.502	REMOVE FIBER OPTIC VAULT	EACH	1	$ 75 0.00	$ 75 0.00	1	$ 75 0.00																								
210 4.502	REMOVE DEUNEATOR / MARKER	EACH	6	$ 40.00	$ 24 0.00	2	$ 8 0.00									1	$ 40.00			3	$ 1 2 0.00										
210 4.502	REMOVE SIGN	EACH	13 0	$ 60.00	$ 7,80 0.00	24	$ 1,44 0.00					3 4	$ 2,04 0.00			3 4	$ 2 0 4 0.00			3 8	$ 2,28 0.00										
210 4.502	REMOVE LIGHT FOUNDATION	EACH	9	$ 50 0.00	$ 4,50 0.00							7	$ 3,50 0.00							2	$ 1,00 0.00										
210 4.502	REMOVE SIGN PANEL	EACH	4	$ 60.00	$ 24 0.00											3	$ 1 80.00			1	$ 60.00										
210 4.502	SALVAGE LIGHTING UNIT	EACH	7	$ 50 0.00	$ 3,50 0.00							7	$ 3,50 0.00																		
210 4.502	SALVAGE SIGN	EACH	4	$ 75.00	$ 30 0.00	1	$ 7 5.00					2	$ 1 5 0.00			1	$ 75.00														
210 4.502	SALVAGE SIGN PANEL	EACH	4	$ 60.00	$ 24 0.00							3	$ 1 80.00			1	$ 60.00														
210 4.502	SALVAGE MAIL BOX SUPPORT	EACH	17	$ 10 0.00	$ 1,70 0.00															17	$ 1,70 0.00										
210 4.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	49 5	$ 4.00	$ 1,98 0.00							4 5 4	$ 1,81 6.00							4 1	$ 1 6 4.00										
210 4.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	67 6 6	$ 2.50	$ 1 6,91 5.00	5 5 0	$ 1,37 5.00					1 4 2 5	$ 3,56 2.50			2 8 2 5	$ 7,06 2.50			1 9 0 0	$ 4,91 5.00										
210 4.503	REMOVE WATER MAIN	LIN FT	55 0 6	$ 20.00	$ 11 0,12 0.00							1 4 1 3	$ 28,26 0.00			2 3 9 8	$ 47,96 0.00			1 6 9 5	$ 33,90 0.00										
210 4.503	REMOVE SEWER PIPE (STORM)	LIN FT	1 4 6 8	$ 20.00	$ 2 9,36 0.00							9 9	$ 1,98 0.00			1 1 1 8	$ 22,32 0.00					2 5 3	$ 5,06 0.00								
210 4.503	REMOVE SEWER PIPE (SANITARY)	LIN FT	38 2 5	$ 20.00	$ 76,50 0.00							2 0 6 6	$ 41,32 0.00			1 0 0 1	$ 20,02 0.00			7 5 8	$ 15,16 0.00										
210 4.503	REMOVE CURB & GUTTER	LIN FT	1 0 2 4 0	$ 2.50	$ 2,56 0.00							3 0 7 7	$ 7,69 2.50			4 9 9 2	$ 2 4,9 6 0.00			2 0 7 3	$ 1 0,36 5.00			2 3 4	$ 1,17 0.00						
210 4.503	REMOVE RETAINING WALL	LIN FT	74 0	$ 35.00	$ 2 5,90 0.00							3 3 4	$ 11,69 0.00							4 1 4	$ 14,49 0.00										
210 4.503	REMOVE FENCE	LIN FT	99 5	$ 10.00	$ 9,95 0.00							3 5 5	$ 3,55 0.00			8 2	$ 8 2 0.00			1 2 1	$ 1,21 0.00			3 7	$ 3 7 0.00						
210 4.503	REMOVE STEEL CASING	LIN FT	19 5	$ 30.00	$ 5,85 0.00							1 2 0	$ 3,60 0.00							7 5	$ 2,25 0.00										
210 4.503	REMOVE WATER SERVICE PIPE	LIN FT	47 5	$ 8.00	$ 3,80 0.00							1 1 2	$ 89 6.00			6 4	$ 5 1 2.00			2 9 9	$ 2,39 2.00										
210 4.504	REMOVE CONCRETE MEDIAN	SQ YD	46 3	$ 30.00	$ 9,26 0.00	6 7	$ 1,34 0.00					7	$ 1 4 0.00			2 0 6	$ 4,12 0.00			1 0 3	$ 3,09 0.00										
210 4.504	REMOVE CONCRETE WALK	SQ YD	31 8	$ 20.00	$ 2,56 0.00							2 8 0	$ 1,40 0.00			2 3	$ 1 1 5.00			2 1 5	$ 1,07 5.00										
210 4.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	16 4 0	$ 15.00	$ 2 3,10 0.00							1 2 6 1	$ 18,91 5.00							2 7 9	$ 4,18 5.00										
210 4.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	9 1 3 9 9	$ 8.00	$ 3 0,51 1 6.00	1 7 8 2	$ 1 0 6,09 2.00					6 7 0 8	$ 4 0,24 8.00			1 3 4 0 4	$ 8 0,42 4.00			1 2 0 6 5	$ 8 1,39 0.00										
210 4.518	REMOVE BITUMINOUS WALK	SQ FT	70 3 9	$ 0.50	$ 3,51 9.50											2 2 1 9	$ 1,10 9.50			4 8 2 0	$ 2,41 0.00										
210 4.601	RELOCATE MISCELLANEOUS STRUCTURE	LUMP SUM	1	$ 10,00 0.00	$ 10,00 0.00							1	$ 10,00 0.00																		
210 4.601	REMOVE CABLES	LUMP SUM	1	$ 2,50 0.00	$ 2,50 0.00	1	$ 2,50 0.00																								
210 4.602	REMOVE SIGN SPECIAL	EACH	1	$ 30 0.00	$ 30 0.00															1	$ 30 0.00										
210 4.602	SALVAGE SIGN PANEL SPECIAL	EACH	8	$ 20 0.00	$ 1,60 0.00							4	$ 80 0.00			4	$ 80 0.00														
210 4.603	ABANDON PIPE SEWER	LIN FT	11 8	$ 20.00	$ 2,36 0.00							1 1 8	$ 2,36 0.00																		
210 4.603	ABANDON WATER MAIN	LIN FT	96 3	$ 30.00	$ 11,28 0.00							5 6 3	$ 11,26 0.00																		
210 4.618	REMOVE BRICK PAVERS	SQ FT	81 1	$ 5.00	$ 3,05 5.00							6 1 1	$ 3,05 5.00																		
210 5.607	STABILIZING AGGREGATE	CU YD	2 5 0	$ 35.00	$ 8,75 0.00							5 0	$ 1,75 0.00			5 0	$ 1,75 0.00	2 5	$ 87 5.00	7 5	$ 2,62 5.00			5 0	$ 1,75 0.00						
210 5.607	COMMON BORROW SPECIAL (CV)	CU YD	1 0 3	$ 35.00	$ 3,60 5.00			6 6	$ 2,31 0.00					1	$ 35.00							3 6	$ 1,26 0.00								
210 6.607	EXCAVATION - COMMON	CU YD	9 7 6 2 8	$ 14.00	$ 1,36 6,79 2.00	1 2 4 8	$ 1 7 4,83 2.00					7 0 3 8	$ 98,53 2.00			6 8 5 9	$ 9 6,22 6.00			6 7 6 3	$ 9 4 5,88 2.00			3 8 8 0	$ 5 4,32 0.00						
210 6.607	SELECT GRANULAR EMBANKMENT (CV)	CU YD	4 1 8 0 1	$ 20.00	$ 8 3 6,02 0.00	1 0 2 5 0	$ 2 0 5,00 0.00			6 1 0	$ 1 2,2 0 0.00									2 7 2 3 5	$ 5 4 4,70 0.00	3 0 9 6	$ 6 1,9 2 0.00			6 1 0	$ 12,20 0.00		
210 6.607	COMMON EMBANKMENT (CV)	CU YD	9 1 2 3 5	$ 14.00	$ 1,27 7,9 2 9.00	1 0 1 1 3	$ 1 4 1,58 2.00					2 2 7 1	$ 31,79 4.00			1 0 4 5	$ 1 4,6 3 0.00			7 9 2 1	$ 1 1 0,8 9 4.00			5	$ 7 0.00						
210 6.607	DEWATERING	LUMP SUM	1	$ 5 0,00 0.00	$ 5 0,00 0.00							0.3	$ 15,00 0.00			0.1	$ 5,00 0.00			0.3	$ 15,00 0.00			0.3	$ 15,00 0.00						
210 6.607	EXCAVATION SPECIAL	CU YD	2 0 0 0	$ 20.00	$ 4 0,00 0.00															1 5 0 0	$ 3 0,00 0.00			5 0 0	$ 1 0,00 0.00						
210 6.607	HAUL & DISPOSE OF CONTAMINATED MATERIAL	TON	3 0 0 0	$ 70.00	$ 21 0,00 0.00															2 2 5 0	$ 1 5 7,50 0.00			7 5 0	$ 5 2,50 0.00						
210 6.610	EXPLORATORY EXCAVATION	HOUR	13 0	$ 12 5.00	$ 16,25 0.00	1 0	$ 1,25 0.00					2 0	$ 2,50 0.00			3 0	$ 3,75 0.00			4 0	$ 5,00 0.00			3 0	$ 3,75 0.00						
210 8.504	GEOGRID TYPE 1	SQ YD	7 8 0	$ 4.00	$ 3,12 0.00	7 8 0	$ 3,12 0.00																								
210 8.504	GEOTEXTILE FABRIC TYPE 12	SQ YD	8 5 0 0	$ 4.00	$ 34,00 0.00															8 5 0 0	$ 34,00 0.00										
211 8.507	AGGREGATE SURFACING (CV) CLASS 2	CU YD	5 3 8	$ 40.00	$ 21,52 0.00	4 8 9	$ 1 9,56 0.00									1 6	$ 6 4 0.00			1 2	$ 4 8 0.00			2 1	$ 8 4 0.00						
212 3.618	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	2 0 0	$ 17 5.00	$ 35,00 0.00	2 0	$ 3,50 0.00					3 0	$ 5,25 0.00			4 5	$ 7,87 5.00			6 0	$ 10,50 0.00			4 5	$ 7,87 5.00						
213 0.523	WATER	M GALLON	5 0 0	$ 35.00	$ 17,50 0.00	4 0	$ 1,40 0.00					8 0	$ 2,80 0.00			1 2 0	$ 4,20 0.00			1 5 5	$ 5,42 5.00			1 0 5	$ 3,67 5.00						
221 1.507	AGGREGATE BASE (CV) CLASS 5	CU YD	1 2 0 9 5	$ 35.00	$ 42 3,32 5.00	3 6 1 5	$ 1 2 6,52 5.00					2 8 3 5	$ 9 8,22 5.00			3 5 2 5	$ 1 2 3,37 5.00			1 1 2 5	$ 3 9,37 5.00			9 9 0	$ 3 4,6 2 5.00						
221 1.507	AGGREGATE BASE (CV) CLASS 6	CU YD	2 8 3 0	$ 35.00	$ 9 9,0 5 0.00															2 4 0 0	$ 8 4,00 0.00			2 8 0	$ 9,80 0.00						
223 2.504	MILL BITUMINOUS SURFACE (2.0")	SQ YD	1 3 2 4	$ 2.00	$ 2,64 8.00															1 3 2 4	$ 2,64 8.00										
223 2.504	MILL BITUMINOUS SURFACE (4.0")	SQ YD	1 0 0 7 7	$ 3.00	$ 30,23 1.00	9 0 4 2	$ 27,12 6.00									1 0 3 5	$ 3,10 5.00														
230 1.502	DOWEL BAR	EACH	3 4 6	$ 2.00	$ 69 2.00	2 4 5	$ 49 0.00																								
230 1.504	CONCRETE PAVEMENT 12.0"	SQ YD	9 6 0	$ 19 0.00	$ 18 2,40 0.00	9 6 0	$ 18 2,40 0.00																								
230 1.603	PERMANENT HEADER	LIN FT	1 2 0	$ 6 5.00	$ 7,80 0.00	1 2 0	$ 7,80 0.00																								
233 1.603	JOINT ADHESIVE	LIN FT	1 0 0 0 0	$ 2.00	$ 20,00 0.00	1 0 0 0 0	$ 20,00 0.00																								
236 0.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	3 3 0	$ 11 0.00	$ 36,30 0.00							6 0	$ 6,60 0.00			5 5	$ 6,05 0.00			3 0	$ 3,30 0.00			1 8 5	$ 20,35 0.00						
236 0.509	TYPE SP 12.5 WEARING COURSE MIX (3,F)	TON	7 3 6 5	$ 9 5.00	$ 69 9,67 5.00							1 5 7 5	$ 1 4 9,62 5.00			2 8 1 0	$ 2 7 0,7 9 5.00			2 5 9 0	$ 2 4 6,10 0.00			3 6 0	$ 3 4,2 0 0.00						
236 0.509	TYPE SP 12.5 NON WEAR COURSE MIX (3,F)	TON	1 5 3 0	$ 9 5.00	$ 14 5,35 0.00															1 4 7 0	$ 1 3 9,65 0.00			6 0	$ 5,70 0.00						
236 0.509	TYPE SP 12.5 WEARING COURSE MIX (4,B)	TON	1 0 0	$ 10 0.00	$ 10,00 0.00	5 0	$ 5,00 0.00					5 0	$ 5,00 0.00																		
236 0.509	TYPE SP 12.5 NON WEAR COURSE MIX (4,B)	TON	5 0 3 0	$ 9 5.00	$ 4 8 5,8 5 0.00	5 1 0 0	$ 4 9 5,5 0 0.00																								
236 0.509	TYPE SP 12.5 WEARING COURSE MIX (4,F)	TON	1 4 0 0 0	$ 9 5.00	$ 1,33 0,00 0.00	1 4 0 0 0	$ 1,33 0,00 0.00																								
240 1.503	TYPE P-1 BARRIER CONCRETE (3552)	LIN FT	19 7	$ 17 6.00	$ 3 2,7 2 5.00															1 9 7	$ 3 2,7 2 5.00										
240 1.503	TYPE S (TL-4) 36" BARRIER CONC (3552)	LIN FT	1 0 4 3	$ 2 0 0.00	$ 2 0 8,6 0 0.00	6 8 5	$ 1 3 7,00 0.00													3 5 8	$ 7 1,6 0 0.00										
241 1.507	STRUCTURAL CONCRETE, (1562)	CU YD	1 0 1	$ 8 5 0.00	$ 8 5,8 5 0.00															1 0 1	$ 8 5,8 5 0.00										
241 1.507	STRUCTURAL CONCRETE (3362)	CU YD	2 2 3	$ 1,5 9 3.00	$ 4 3 4,8 5 0.00					3 0	$ 5 8,5 0 0.00									1 9 3	$ 3 2 7,6 9 0.00							2 8	$ 5 4,6 0 0.00	
241 1.508	REINFORCEMENT BARS (EPOXY COATED)	POUND	8 2 0 7 6	$ 2.00	$ 16 4,15 2.00	3 6 3 8 2	$ 7 2,7 6 4.00			2 9 7 0	$ 5,9 4 0.00									3 9 7 5 4	$ 7 9,5 0 8.00					2 9 7 0	$ 5,9 4 0.00		
241 1.604	MECHANICALLY STABILIZED EARTH WALL	SQ YD	1 2 0 5	$ 1,3 7 0.00	$ 1,6 7 8,8 5 0.00	8 7 5	$ 1,1 4 6,2 5 0.00													3 3 0	$ 4 3 2,3 0 0.00										
241 1.607	STRUCTURAL CONCRETE (3552)	CU YD	4 6 0	$ 1,0 5 0.00	$ 4 8 3,0 0 0.00	3 0 0	$ 3 1 5,0 0 0.00													1 6 0	$ 1 6 8,0 0 0.00										
241 1.607	CONCRETE STEPS	CU YD	5	$ 2,0 0 0.00	$ 10,0 0 0.00	5	$ 10,0 0 0.00																								
241 1.616	PREFABRICATED MODULAR BLOCK WALL	SQ FT	9 0 3 5	$ 11 5.00	$ 1 0 4,0 2 5.00	2 6 0	$ 2 9,9 0 0.00					4 6 6 5	$ 5 3 5,4 7 5.00							1 7 7 5	$ 2 0 4,1 2 5.00			1 3 3 5	$ 1 5 3,5 2 5.00						
241 1.618	ANTI-GRAFFITI COATING	SQ FT	8 6 2 5	$ 2.00	$ 17,2 5 0.00					3 1 0 0	$ 6,2 0 0.00													2 4 2 5	$ 4,8 5 0.00			3 1 0 0	$ 6,2 0 0.00		
241 1.618	ARCH SURFACE FINISH (SINGLE COLOR)	SQ FT	6 2 0 0	$ 3.00	$ 18,6 0 0.00	3 1 0 0	$ 9,3 0 0.00																					3 1 0 0	$ 9,3 0 0.00		
241 1.618	ARCH SURFACE FINISH (MULTI COLOR)	SQ FT	2 4 2 5	$ 6.00	$ 14,5 5 0.00																			2 4 2 5	$ 14,5 5 0.00						
241 1.618	ARCH CONC TEXTURE (BUSH HAMMER)	SQ FT	8 0 0	$ 2 0.00	$ 16,0 0 0.00	4 0 0	$ 8,0 0 0.00																					4 0 0	$ 8,0 0 0.00		
241 1.618	ARCH CONC TEXTURE (ASHLAR STONE)	SQ FT	2 4 2 5	$ 2 0.00	$ 4 8,5 0 0.00																			2 4 2 5	$ 4 8,5 0 0.00						
241 2.603	20X10 PRECAST CONCRETE BOX CULVERT	LIN FT	1 2 8	$ 4,6 0 0.00	$ 5 8 8,8 0 0.00	6 4	$ 2 9 4,4 0 0.00																					6 4	$ 2 9 4,4 0 0.00		
245 1.507	RNE FILTER AGGREGATE (CV)	CU YD	6 9 4	$ 5 5.00	$ 3 8,17 0.00																	6 9 4	$ 3 8,17 0.00								
245 1.507	RNE AGGREGATE BEDDING (CV)	CU YD	2 8 0	$ 4 5.00	$ 12,6 0 0.00	1 4 0	$ 6,3 0 0.00																					1 4 0	$ 6,3 0 0.00		
247 5.503	ORNAMENTAL METAL RAILING TYPE SPECIAL	LIN FT	1 6 1	$ 3 0 0.00	$ 4 8,3 0 0.00																			1 6 1	$ 4 8,3 0 0.00						
247 5.503	PIPE RAILING	LIN FT	1 6	$ 10 0.00	$ 1,6 0 0.00	1 6	$ 1,6 0 0.00																								
247 5.503	PIPE RAILING DESIGN SPECIAL	LIN FT	6 0	$ 2 5 0.00	$ 15,0 0 0.00	3 0	$ 7,5 0 0.00																	3 0	$ 7,5 0 0.00						
247 5.503	ORNAMENTAL METAL RAILING DESIGN T-5	LIN FT	1 9 7	$ 2 5 0.00	$ 4 8,7 5 0.00																			1 9 7	$ 4 8,7 5 0.00						
250 1.502	15" RC PIPE APRON	EACH	4	$ 1,2 0 0.00	$ 4,8 0 0.00													2	$ 2,4 0 0.00			2	$ 2,4 0 0.00								
250 1.502	18" RC PIPE APRON	EACH	9	$ 1,4 0 0.00	$ 12,6 0 0.00							3	$ 4,2 0 0.00					1	$ 1,4 0 0.00			4	$ 5,6 0 0.00			1	$ 1,4 0 0.00				
250 1.502	21" RC PIPE APRON	EACH	1	$ 1,5 0 0.00	$ 1,5 0 0.00																	1	$ 1,5 0 0.00								
250 1.502	24" RC PIPE APRON	EACH	4	$ 1,6 0 0.00	$ 6,4 0 0.00							1	$ 1,6 0 0.00									3	$ 4,8 0 0.00								
250 1.502	27" RC PIPE APRON	EACH	1	$ 1,7 0 0.00	$ 1,7 0 0.00													1	$ 1,7 0 0.00												
250 1.502	24" CS SAFETY APR & GRATE DES 3 12B	EACH	1	$ 2,0 0 0.00	$ 2,0 0 0.00			1	$ 2,0 0 0.00																						
250 2.502	4" PRECAST CONCRETE HEADWALL	EACH	2	$ 10.00	$ 20.00	2	$ 2 0.00																								
250 2.503	4" TP PIPE DRAIN	LIN FT	1 0 0	$ 10.00	$ 1,0 0 0.00	5 0	$ 5 0 0.00																	1 1 0	$ 1,1 0 0.00						
250 2.503	6" PERF TP PIPE DRAIN	LIN FT	6 5 3 0	$ 10.00	$ 65,3 0 0.00	6 5 0	$ 6 5 0.00																	3 0	$ 3 0 0.00						
250 2.503	8" PERF TP PIPE DRAIN	LIN FT	1 0 9 9	$ 2 0.00	$ 21,9 9 0.00																	1 0 9 9	$ 21,9 9 0.00								
250 2.601	DRAINAGE SYSTEM	LUMP SUM	1	$ 5,0 0 0.00	$ 5,0 0 0.00	1	$ 5,0 0 0.00																								
250 2.602	6" PVC PIPE DRAIN CLEANOUT	EACH	1 4	$ 5 0 0.00	$ 7,0 0 0.00																	1 4	$ 7,0 0 0.00								

EXHIBIT A (ENGINEER'S ESTIMATE AND DIVISION OF COST SUMMARY)
PW 26-17-25, CSAH 73, CP 2890700
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM
SP 2723-140 (TH 55),
SP 027-673-010

						FEDERAL PARTICIPATING																								NON PARTICIPATING	
						SP 27 23-140, SP 155-010 007						SP 155-090 -002				SP 155-169-002				SP 027-673-010, SP 155-020-023				SP 155-090 003						COUNTY PROJ NO. 10 0693	
						ROADWAY		STORM SEWER			BRIDGE 27X20	ROADWAY		STORM SEWER		ROADWAY		STORM SEWER		ROADWAY		STORM SEWER		ROADWAY		STORM SEWER		BRIDGE 27 X 19		ROADWAY	
ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL ESTIMATED QUANTITY	UNIT COST	TOTAL COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST
2503.503	6" PVC PIPE SEWER	LIN FT	93	$ 50.00	$ 4,650.00									65	$ 3,250.00											28	$ 1,400.00				
2503.503	8" PVC PIPE SEWER	LIN FT	754	$ 65.00	$ 48,410.00							748	$ 9,620.00									348	$ 22,620.00					218	$ 14,170.00		
2503.503	10" PVC PIPE SEWER	LIN FT	1478	$ 80.00	$ 118,240.00									1274	$ 101,920.00	204	$ 16,320.00														
2503.503	15" RC PIPE SEWER CLASS V	LIN FT	4421	$ 85.00	$ 375,785.00			1153	$ 98,005.00					689	$ 58,565.00			572	$ 48,620.00			1207	$ 102,595.00			800	$ 68,000.00				
2503.503	18" RC PIPE SEWER CLASS V	LIN FT	2614	$ 100.00	$ 261,400.00			54	$ 5,400.00					446	$ 44,600.00			359	$ 35,900.00			1378	$ 137,800.00			377	$ 37,700.00				
2503.503	21" RC PIPE SEWER CLASS V	LIN FT	497	$ 115.00	$ 57,155.00									458	$ 52,670.00							41	$ 4,715.00								
2503.503	24" RC PIPE SEWER CLASS V	LIN FT	1432	$ 120.00	$ 171,900.00			616	$ 77,000.00					185	$ 23,125.00			137	$ 17,125.00			494	$ 61,750.00								
2503.503	27" RC PIPE SEWER CLASS V	LIN FT	600	$ 150.00	$ 91,200.00													608	$ 91,200.00												
2503.601	SANITARY BYPASS PUMPING	LUMP SUM	1	$ 25,000.00	$ 25,000.00							1	$ 25,000.00																		
2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	8	$ 1,000.00	$ 8,000.00							2	$ 2,000.00			2	$ 2,000.00			2	$ 2,000.00					2	$ 2,000.00				
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	7	$ 1,200.00	$ 8,400.00									3	$ 3,600.00			4	$ 4,800.00												
2503.602	CONNECT TO EXISTING SANITARY SEWER SER	EACH	2	$ 1,000.00	$ 2,000.00															2	$ 2,000.00										
2503.602	6"X10" PVC WYE	EACH	2	$ 770.00	$ 1,540.00							2	$ 1,540.00																		
2503.602	10"X8" PVC WYE	EACH	2	$ 500.00	$ 1,000.00							2	$ 1,000.00																		
2503.602	10"X6" PVC WYE	EACH	1	$ 650.00	$ 650.00							1	$ 650.00																		
2503.603	PIPE WRAP	LIN FT	500	$ 20.00	$ 10,000.00							500	$ 10,000.00																		
2503.603	4" PVC SANITARY SERVICE PIPE	LIN FT	60	$ 50.00	$ 3,000.00							60	$ 3,000.00																		
2503.603	6" PVC SANITARY SERVICE PIPE	LIN FT	150	$ 50.00	$ 7,500.00							150	$ 7,500.00																		
2503.603	24" STEEL CASING PIPE	LIN FT	185	$ 500.00	$ 92,500.00									185	$ 92,500.00																
2503.603	36" STEEL CASING PIPE	LIN FT	31	$ 700.00	$ 21,700.00									31	$ 21,700.00																
2503.603	42" STEEL CASING PIPE	LIN FT	192	$ 550.00	$ 105,600.00									192	$ 105,600.00																
2504.601	TEMPORARY WATER SERVICE	LUMP SUM	1	$ 50,000.00	$ 50,000.00							0.4	$ 20,000.00			0.1	$ 5,000.00			0.3	$ 15,000.00			0.2	$ 10,000.00						
2504.601	IRRIGATION SYSTEM	LUMP SUM	1									0.5				0.25				0.25											
2504.602	CONNECT TO EXISTING WATER MAIN	EACH	19	$ 2,500.00	$ 47,500.00							7	$ 17,500.00			7	$ 17,500.00			2	$ 5,000.00			3	$ 7,500.00						
2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	12	$ 1,500.00	$ 18,000.00							4	$ 6,000.00			1	$ 1,500.00			7	$ 10,500.00										
2504.602	HYDRANT RISER	EACH	2	$ 2,000.00	$ 4,000.00							2	$ 4,000.00																		
2504.602	HYDRANT	EACH	18	$ 8,000.00	$ 128,000.00							4	$ 32,000.00			6	$ 48,000.00			4	$ 32,000.00			1	$ 8,000.00						
2504.602	ADJUST GATE VALVE & BOX	EACH	7	$ 500.00	$ 3,500.00							3	$ 1,500.00			4	$ 2,000.00														
2504.602	1.5" CORPORATION STOP	EACH	12	$ 500.00	$ 6,000.00							3	$ 1,500.00			1	$ 500.00			8	$ 4,000.00										
2504.602	2" CORPORATION STOP	EACH	2	$ 500.00	$ 1,000.00							2	$ 1,000.00																		
2504.602	4" GATE VALVE & BOX	EACH	2	$ 4,000.00	$ 8,000.00											2	$ 8,000.00														
2504.602	6" GATE VALVE & BOX	EACH	20	$ 4,000.00	$ 80,000.00							8	$ 32,000.00			7	$ 28,000.00			4	$ 16,000.00			1	$ 4,000.00						
2504.602	8" GATE VALVE & BOX	EACH	9	$ 7,000.00	$ 63,000.00							5	$ 35,000.00			3	$ 21,000.00			1	$ 7,000.00										
2504.602	12" GATE VALVE & BOX	EACH	13	$ 8,000.00	$ 104,000.00							3	$ 24,000.00			6	$ 48,000.00			3	$ 24,000.00			1	$ 8,000.00						
2504.602	1.5" CURB STOP & BOX	EACH	8	$ 750.00	$ 6,000.00							1	$ 750.00							7	$ 5,250.00										
2504.602	2" CURB STOP & BOX	EACH	2	$ 750.00	$ 1,500.00							2	$ 1,500.00																		
2504.603	15" ID HDPE SDR 9	LIN FT	372	$ 60.00	$ 22,320.00							67	$ 4,020.00			7	$ 420.00			243	$ 14,580.00	55	$ 3,300.00								
2504.603	27" ID HDPE SDR 9	LIN FT	201	$ 60.00	$ 12,060.00							194	$ 11,640.00			7	$ 420.00														
2504.603	4" PVC WATERMAIN	LIN FT	610	$ 120.00	$ 61,200.00							410	$ 49,200.00			100	$ 12,000.00														
2504.603	6" PVC WATERMAIN	LIN FT	1235	$ 120.00	$ 148,200.00							646	$ 77,520.00			318	$ 38,160.00			259	$ 30,960.00			10	$ 1,200.00						
2504.603	8" PVC WATERMAIN	LIN FT	1782	$ 130.00	$ 231,660.00							1425	$ 185,250.00			357	$ 46,410.00														
2504.603	12" PVC WATERMAIN	LIN FT	2846	$ 130.00	$ 369,720.00							239	$ 31,070.00			851	$ 110,630.00			1603	$ 208,390.00			151	$ 19,630.00						
2504.604	WATERMAIN INSULATION	SQ YD	250	$ 25.00	$ 6,250.00							125	$ 3,125.00			50	$ 1,250.00			25	$ 625.00			50	$ 1,250.00						
2504.609	DUCTILE IRON FITTINGS	POUND	6865	$ 18.00	$ 123,570.00							1885	$ 33,930.00			2365	$ 42,570.00			1705	$ 31,590.00			910	$ 16,480.00						
2506.602	CASTING ASSEMBLY	EACH	101	$ 1,500.00	$ 151,500.00			11	$ 16,500.00			2	$ 3,000.00	20	$ 30,000.00	4	$ 6,000.00	20	$ 30,000.00	4	$ 6,000.00	33	$ 49,500.00	2	$ 3,000.00	5	$ 7,500.00				
2506.503	CONST DRAINAGE STRUCTURE DESIGN F	LIN FT	1515	$ 600.00	$ 94,860.00							67.7	$ 40,620.00			33.7	$ 20,220.00			43.4	$ 26,040.00			13.3	$ 7,980.00						
2506.503	CONST DRAINAGE STRUCTURE DESIGN G	LIN FT	1153	$ 800.00	$ 74,560.00			12	$ 7,200.00					31	$ 18,600.00					30.9	$ 18,540.00			40.4	$ 24,240.00			4	$ 2,400.00		
2506.503	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	LIN FT	1015	$ 750.00	$ 76,825.00			11.2	$ 8,400.00			24.4	$ 18,300.00					32.2	$ 24,150.00			26	$ 19,500.00	11.3	$ 8,475.00						
2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	2291	$ 750.00	$ 171,750.00			32.6	$ 24,450.00			60.2	$ 45,150.00					19.5	$ 13,875.00			103.2	$ 77,400.00	14.0	$ 10,875.00						
2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	LIN FT	46.2	$ 1,000.00	$ 46,200.00			3.9	$ 3,900.00			8	$ 8,000.00					23.3	$ 23,300.00			11	$ 11,000.00								
2506.503	CONST DRAINAGE STRUCTURE DES 72-4020	LIN FT	10.4	$ 1,500.00	$ 15,600.00							5.2	$ 7,800.00					5.2	$ 7,800.00												
2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 2	EACH	1	$ 8,000.00	$ 8,000.00																			1	$ 8,000.00						
2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 3	EACH	1	$ 8,000.00	$ 8,000.00																			1	$ 8,000.00						
2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 4	EACH	1	$ 8,000.00	$ 8,000.00									1	$ 8,000.00																
2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 5	EACH	2	$ 8,000.00	$ 16,000.00									1	$ 8,000.00											1	$ 8,000.00				
2506.602	ADJUST FRAME & RING CASTING (SPECIAL)	EACH	27	$ 1,200.00	$ 32,400.00							10	$ 12,000.00			5	$ 6,000.00			12	$ 14,400.00										
2511.504	GEOTEXTILE FILTER TYPE 7	SQ YD	160	$ 5.00	$ 800.00			10	$ 50.00					40	$ 200.00			30	$ 150.00	10	$ 50.00	60	$ 300.00			10	$ 50.00				
2511.507	GRANITE RIPRAP CLASS III	CU YD	139	$ 100.00	$ 13,900.00			9	$ 900.00					30	$ 3,000.00			27	$ 2,700.00	7	$ 700.00	59	$ 5,900.00			7	$ 700.00				
2511.507	GRANITE RIPRAP CLASS IV	CU YD	9	$ 100.00	$ 900.00															9	$ 900.00										
2521.518	4" CONCRETE WALK	SQ FT	6099	$ 7.50	$ 45,742.50											2131	$ 15,982.50			3696	$ 27,720.00			272	$ 2,040.00						
2521.518	6" CONCRETE WALK	SQ FT	40636	$ 9.00	$ 365,724.00							2233.1	$ 20,097.90			4226	$ 38,034.00			1479	$ 13,311.00										
2521.518	7" COLORED CONCRETE WALK	SQ FT	4389	$ 10.00	$ 114,300.00															9350	$ 114,300.00										
2521.518	8" COLORED CONCRETE WALK	SQ FT	3000	$ 20.00	$ 60,000.00											3000	$ 60,000.00														
2521.518	3" BITUMINOUS WALK	SQ FT	57336	$ 3.00	$ 172,008.00	389	$ 1,167.00					1260.5	$ 37,815.00			21062	$ 63,186.00							2338.6	$ 7,015.80						
2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	2595	$ 27.00	$ 70,065.00	110	$ 2,970.00					160	$ 4,320.00			1150	$ 40,050.00			150	$ 4,050.00			23	$ 675.00						
2521.618	4" CONCRETE WALK SPECIAL	SQ FT	10733	$ 12.00	$ 128,796.00											4202	$ 50,424.00			6531	$ 78,372.00										
2521.618	6" CONCRETE WALK SPECIAL	SQ FT	5400	$ 14.00	$ 75,600.00							5400	$ 75,600.00																		
2521.618	CONCRETE CURB RAMP WALK	SQ FT	8184	$ 12.00	$ 98,328.00	2690	$ 32,280.00					2238	$ 26,856.00			1899	$ 22,788.00			1367	$ 16,404.00										
2531.503	CONCRETE CURB & GUTTER DESIGN B24	LIN FT	2022	$ 20.00	$ 79,016.00	2022	$ 79,016.00																								
2531.503	CONCRETE CURB & GUTTER DESIGN B6 12	LIN FT	1855	$ 25.00	$ 46,375.00							930	$ 23,250.00			220	$ 5,500.00			512	$ 12,800.00			193	$ 4,825.00						
2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	11272	$ 35.00	$ 281,800.00							3241	$ 81,025.00			6631	$ 165,825.00			463	$ 11,325.00			946	$ 23,625.00						
2531.503	CONCRETE CURB & GUTTER DESIGN B24	LIN FT	7930	$ 28.00	$ 221,440.00															6780	$ 189,840.00			1200	$ 33,600.00						
2531.503	CONCRETE CURB & GUTTER DESIGN R424	LIN FT	8986	$ 35.00	$ 314,360.00									3102	$ 108,570.00					5944	$ 208,790.00										
2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	6833	$ 85.00	$ 419,555.00							1113	$ 9,605.00	75	$ 6,375.00					1615	$ 143,010.00			230	$ 19,550.00						
2531.504	9" CONCRETE DRIVEWAY PAVEMENT	SQ YD	1329	$ 105.00	$ 139,545.00							1148	$ 120,540.00							110	$ 11,550.00			71	$ 7,455.00						
2531.603	CONCRETE CURB & GUTTER	LIN FT	540	$ 25.00	$ 13,500.00	100	$ 2,500.00					115	$ 2,875.00			165	$ 4,125.00			150	$ 3,750.00			10	$ 250.00						
2531.603	CONCRETE CURB DESIGN V	LIN FT	100	$ 35.00	$ 3,500.00															100	$ 3,500.00										
2531.618	TRUNCATED DOMES	SQ FT	1105	$ 70.00	$ 77,350.00	200	$ 14,000.00					170	$ 11,900.00			310	$ 21,700.00			335	$ 23,450.00			90	$ 6,300.00						
2540.601	PIXEL BENCH SYSTEM	LUMP SUM	1	$ 125,000.00	$ 125,000.00							1	$ 125,000.00																		
2540.601	CONNECTED DOWNSPOUT UNDERDRAIN SYSTEM	LUMP SUM	1	$ 7,500.00	$ 7,500.00							1	$ 7,500.00																		
2540.602	BOSS	EACH	1	$ 24,500.00	$ 24,500.00									1	$ 24,500.00																
2540.602	BICYCLE RACK	EACH	6	$ 1,000.00	$ 6,000.00							6	$ 6,000.00																		
2540.602	DRINKING FOUNTAIN	EACH	2	$ 12,000.00	$ 24,000.00							2	$ 24,000.00																		
2540.602	WASTE RECEPTACLE	EACH	4	$ 1,500.00	$ 6,000.00							4	$ 6,000.00																		
2540.602	INSTALL MAIL BOX SUPPORT	EACH	17	$ 250.00	$ 4,250.00															17	$ 4,250.00										
2540.602	POLYCON SHELTER	EACH	2	$ 125,000.00	$ 250,000.00							2	$ 250,000.00																		
2540.602	DIRECTIONAL WAYFINDING POLE & SIGNAGE	EACH	2	$ 13,000.00	$ 26,000.00											2	$ 26,000.00														
2540.602	PARK SIGN	EACH	1	$ 10,000.00	$ 10,000.00											1	$ 10,000.00														
2540.602	WAYFINDING SIGN	EACH	9	$ 100.00	$ 900.00							9	$ 900.00																		
2540.602	CITY WAYFINDING SIGN	EACH	2	$ 1,000.00	$ 2,000.00							2	$ 2,000.00																		
2540.602	SLAB BENCH	EACH	20	$ 3,000.00	$ 60,000.00							20	$ 60,000.00																		
2540.603	METAL LAND SCAPE EDGER	LIN FT	1070	$ 12.00	$ 12,840.00											335	$ 4,020.00			735	$ 8,820.00										
2540.607	ARBORTECH SYSTEM - URBAN TREE PLANTING SYSTEM	CU YD	900	$ 400.00	$ 225,000.00							500	$ 225,000.00																		
2545.502	LIGHTING UNIT TYPE SPECIAL 1	EACH	31	$ 5,000.00	$ 155,000.00							21	$ 105,000.00							10	$ 50,000.00										
2545.502	LIGHTING UNIT TYPE SPECIAL 2	EACH	11	$ 7,000.00	$ 77,000.00							2	$ 14,000.00			5	$ 35,000.00			4	$ 28,000.00										
2545.502	LIGHTING UNIT TYPE SPECIAL 3	EACH	29	$ 8,000.00	$ 232,000.00							3	$ 24,000.00			9	$ 72,000.00			17	$ 136,000.00										
2545.502	LIGHTING UNIT TYPE SPECIAL 4	EACH	8	$ 400.00	$ 3,200.00							6	$ 2,400.00																		
2545.502	LIGHTING UNIT TYPE SPECIAL 5	EACH	26	$ 500.00	$ 13,000.00							26	$ 13,000.00																		
2545.502	LIGHTING UNIT TYPE SPECIAL 6	EACH	8	$ 300.00	$ 2,400.00							8	$ 2,400.00																		
2545.502	LIGHT FOUNDATION DESIGN E MODIFIED	EACH	43	$ 1,500.00	$ 64,500.00							8	$ 12,000.00			14	$ 21,000.00			21	$ 31,500.00										
2545.502	LIGHT FOUNDATION DESIGN P MOD	EACH	35	$ 1,500.00	$ 52,500.00							25	$ 37,500.00							10	$ 15,000.00										
2545.502	SERVICE CABINET	EACH	4	$ 9,000.00	$ 36,000.00							2	$ 18,000.00			1	$ 9,000.00			1	$ 9,000.00										
2545.502	EQUIPMENT PAD	EACH	4	$ 2,500.00	$ 10,000.00							2	$ 5,000.00			1	$ 2,500.00			1	$ 2,500.00										
2545.502	HANDHOLE	EACH	5	$ 2,750.00	$ 13,750.00							5	$ 13,750.00																		
2545.503	0.5" RIGID STEEL CONDUIT	LIN FT	115	$ 25.00	$ 2,875.00							115	$ 2,875.00																		
2545.503	2" RIGID STEEL CONDUIT	LIN FT	200	$ 30.00	$ 6,000.00							100	$ 3,000.00			50	$ 1,500.00			50	$ 1,500.00										
2545.503	1.5" NON-METALLIC CONDUIT	LIN FT	1035	$ 8.00	$ 46,529.00							475	$ 23,525.00			130	$ 6,630.00			310	$ 15,960.00										
2545.503	UNDERGROUND WIRE 1 IC 2 AWG	LIN FT	600	$ 5.00	$ 3,000.00							300	$ 1,500.00			150	$ 750.00			150	$ 750.00										
2545.503	UNDERGROUND WIRE 1 IC 8 AWG	LIN FT	37700	$ 2.00	$ 61,400.00							12620	$ 25,240.00			5320	$ 10,640.00			12760	$ 25,520.00										
2545.503	UNDERGROUND WIRE 1 IC 10 AWG	LIN FT	6835	$ 1.75	$ 11,961.25							6835	$ 11,961.25																		
2545.503	UNDERGROUND WIRE 1 IC 14 AWG	LIN FT	1745	$ 1.00	$ 1,745.00							1745	$ 1,745.00																		
2545.602	INSTALL LIGHTING UNIT	EACH	7	$ 1,000.00	$ 7,000.00							7	$ 7,000.00																		
2550.502	JUNCTION BOX	EACH	6	$ 2,750.00	$ 16,500.00																									6	$ 16,500.00
2550.602	FIBER/OPTIC SPLICE VAULT	EACH	1	$ 9,000.00	$ 9,000.00	1	$ 9,000.00																								
2550.502	OUTDOOR FIBER SPLICE ENCLOSURE	EACH	2	$ 1,700.00	$ 3,400.00	2	$ 3,400.00																								
2550.502	BURIED CABLE SIGN	EACH	11	$ 150.00	$ 1,650.00	11	$ 1,650.00																								
2550.503	1.25" NON-METALLIC CONDUIT	LIN FT	3950	$ 5.00	$ 19,500.00																									3950	$ 19,500.00
2550.503	1.5 " NON-METALLIC CONDUIT	LIN FT	4020	$ 5.00	$ 20,100.00	4020	$ 20,100.00																							2040	$ 3,060.00
2550.503	POWER CABLE 1 CONDUCTOR NO 12	LIN FT	2040	$ 1.50	$ 3,060.00																										
2550.601	TEMPORARY COMMUNICATION SYSTEM	LUMP SUM	1	$ 10,000.00	$ 10,000.00	1	$ 10,000.00																								
2550.601	FIBER OPTIC CABLE TESTING	LUMP SUM	1	$ 6,500.00	$ 6,500.00	1	$ 6,500.00																								
2550.602	FIBER OPTIC PIGTAIL TERMINATION	EACH	2	$ 1,200.00	$ 2,400.00	2	$ 2,400.00																								
2550.602	FIBER OPTIC CABLE SPLICING	EACH	2	$ 2,000.00	$ 4,000.00	2	$ 4,000.00																								
2550.602	PULL VAULT	EACH	2	$ 2,000.00	$ 4,000.00	2	$ 4,000.00																								
2550.603	ARMORED FIBER OPTIC PIGTAIL CABLE ESM	LIN FT	1870	$ 2.00	$ 3,340.00	1670	$ 3,340.00																								
2550.603	REROUTE CABLE	LIN FT	100	$ 6.00	$ 600.00	100	$ 600.00																								

EXHIBIT A (ENGINEER'S ESTIMATE AND DIVISION OF COST SUMMARY)
PW 26-17-25, CSAH 73, CP 2890700
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM
SP 2723-140 (TH 55),
SP 027-673-010

						FEDERAL PARTICIPATING																								NON PARTICIPATING	
						SP 27 23-1 40, SP 155 -010 0 07						SP 155-090 -002				SP 155-1 69-00 2				SP 027-673-0 10, SP 155-020 -023				SP 155 -090 -0 03						COUNTY PROJ NO. 10 063 93	
						ROADWAY		STORM SEWER		BRIDGE 27X20		ROADWAY		STORM SEWER		ROADWAY		STORM SEWER		ROADWAY		STORM SEWER		ROADWAY		STORM SEWER		BRIDGE 27 X19		ROADWAY	
ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL ESTIMATED QUANTITY	UNIT COST	TOTAL COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST
2551.503	FIBER OPTIC TRUNK CABLE 72SM	LIN FT	3530	$ 2.00	$ 7,060.00	3530	$ 7,060.00																								
2550.603	1.5" BORED CONDUIT	LIN FT	450	$ 19.00	$ 8,100.00	450	$ 8,100.00																								
2554.503	TRAFFIC BARRIER DESIGN BULLNOSE	LIN FT	200	$ 200.00	$ 40,000.00	200	$ 40,000.00																								
2554.503	TRAFFIC BARRIER DESIGN TYPE 31	LIN FT	300	$ 50.00	$ 15,000.00	300	$ 15,000.00																								
2554.503	TRAFFIC BARRIER DESIGN TRANS TYPE 31	LIN FT	150	$ 200.00	$ 30,000.00	150	$ 30,000.00																								
2557.503	WIRE FENCE DESIGN SPECIAL VINYL COATED	LIN FT	763	$ 125.00	$ 95,375.00							543	$ 67,875.00							220	$ 27,500.00										
2557.603	WOOD ENTFENCE	LIN FT	380	$ 100.00	$ 38,000.00							380	$ 38,000.00																		
2563.601	TRAFFIC CONTROL	LUMP SUM	1	$ 400,000.00	$ 400,000.00	0.34	$ 96,000.00	0.02	$ 8,000.00			0.18	$ 72,000.00	0.02	$ 8,000.00	0.11	$ 44,000.00	0.01	$ 4,000.00	0.27	$ 108,000.00	0.03	$ 12,000.00	0.1	$ 40,000.00	0.02	$ 8,000.00				
2563.601	ALTERNATE PEDESTRIAN ROUTE	LUMP SUM	1	$ 20,000.00	$ 20,000.00	0.3	$ 6,000.00					0.2	$ 4,000.00			0.1	$ 2,000.00			0.3	$ 6,000.00			0.1	$ 2,000.00						
2563.613	PORTABLE CHANGEABLE MESSAGE SIGN	UNIT DAY	14	$ 250.00	$ 3,500.00	14	$ 3,500.00																								
2563.618	CONSTRUCTION SIGN-SPECIAL	SQ FT	200	$ 75.00	$ 15,000.00	55	$ 4,125.00					35	$ 2,625.00			25	$ 1,875.00			65	$ 4,875.00			20	$ 1,500.00						
2564.602	INSTALL SIGN PANEL	EACH	3	$ 300.00	$ 900.00							2	$ 600.00			1	$ 300.00														
2564.602	INSTALL SIGN	EACH	5	$ 500.00	$ 2,500.00	1	$ 50.00					2	$ 1,000.00			1	$ 500.00			1	$ 500.00										
2564.602	INSTALL SIGN SPECIAL	EACH	1	$ 400.00	$ 400.00							1	$ 400.00																		
2564.602	INSTALL SIGN PANEL SPECIAL	EACH	6	$ 300.00	$ 1,800.00							2	$ 600.00			4	$ 1,200.00														
2564.602	DELINEATOR / MARKER	EACH	6	$ 250.00	$ 1,500.00							4	$ 1,000.00							2	$ 500.00										
2564.602	DELINEATOR / MARKER PANEL	EACH	14	$ 125.00	$ 1,750.00	2	$ 25.00									4	$ 500.00			8	$ 1,000.00										
2564.618	SIGN	SQ FT	1234	$ 65.00	$ 79,559.00	341	$ 22,165.00					101	$ 6,565.00			389	$ 25,285.00			39.3	$ 25,545.00										
2564.618	SIGN PANEL	SQ FT	89	$ 60.00	$ 5,340.00							37	$ 2,220.00							52	$ 3,120.00										
2564.618	SIGN PANEL SPECIAL	SQ FT	6	$ 60.00	$ 360.00							6	$ 360.00																		
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM	LUMP SUM	1	$ 10,000.00	$ 10,000.00	0.5	$ 5,000.00									0.25	$ 2,500.00			0.25	$ 2,500.00										
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM	SYSTEM	1	$ 800,000.00	$ 800,000.00	0.5	$ 400,000.00									0.25	$ 200,000.00			0.25	$ 200,000.00										
2571.502	CONIFEROUS TREE 6' HT B&B	EACH	50	$ 800.00	$ 40,000.00	8	$ 6,400.00					13	$ 10,400.00							29	$ 23,200.00										
2571.502	DECIDUOUS TREE 2" CAL BR	EACH	61	$ 800.00	$ 48,800.00							28	$ 22,400.00			6	$ 4,800.00			27	$ 21,600.00										
2571.502	DECIDUOUS TREE 2.5" CAL CONT	EACH	691	$ 1,100.00	$ 650,100.00	35	$ 38,500.00					148	$ 162,800.00			87	$ 95,700.00			263	$ 289,300.00			58	$ 63,800.00						
2571.502	DECIDUOUS SHRUB NO 5 CONT	EACH	772	$ 120.00	$ 92,640.00	24	$ 2,880.00					44	$ 5,280.00			83	$ 9,960.00			466	$ 55,920.00			155	$ 18,600.00						
2571.502	PERENNIAL NO 1 CONT	EACH	4610	$ 80.00	$ 368,800.00							561	$ 28,050.00			1057	$ 52,850.00			2097	$ 1,26,850.00			395	$ 19,750.00						
2571.502	ORNAMENTAL GRASS NO 1 CONT	EACH	2415	$ 80.00	$ 120,750.00							589	$ 29,450.00			536	$ 26,800.00			1,290	$ 64,500.00										
2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	$ 20,000.00	$ 20,000.00	0.3	$ 6,000.00					0.2	$ 4,000.00			0.1	$ 2,000.00			0.3	$ 6,000.00			0.1	$ 2,000.00						
2573.501	EROSION CONTROL SUPERVISION	LUMP SUM	1	$ 50,000.00	$ 50,000.00	0.3	$ 15,000.00					0.2	$ 10,000.00			0.1	$ 5,000.00			0.3	$ 15,000.00			0.1	$ 5,000.00						
2573.502	STORM DRAIN INLET PROTECTION	EACH	102	$ 180.00	$ 18,360.00	9	$ 1,620.00					25	$ 4,500.00			27	$ 4,860.00			35	$ 6,300.00			6	$ 1,080.00						
2573.503	SILT FENCE, TYPE SD	LIN FT	750	$ 30.00	$ 22,500.00															750	$ 22,500.00										
2573.503	SILT FENCE, TYPE MS	LIN FT	19450	$ 2.00	$ 46,120.00	2700	$ 6,750.00					3600	$ 9,000.00			2045	$ 5,112.50			8295	$ 20,637.50			1850	$ 4,625.00						
2573.503	FILTER BERM TYPE 5 MODIFIED	LIN FT	247	$ 45.00	$ 11,115.00	247	$ 11,115.00																								
2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	11930	$ 4.00	$ 47,680.00	5250	$ 21,000.00					1800	$ 7,200.00			2125	$ 8,500.00			1795	$ 7,180.00			950	$ 3,800.00						
2574.507	FILTER TOPSOIL BORROW	CU YD	37	$ 50.00	$ 1,850.00									1	$ 50.00							36	$ 1,800.00								
2574.507	LOAM TOPSOIL BORROW	CU YD	1741	$ 40.00	$ 70,345.00	16	$ 720.00					200	$ 8,000.00			445	$ 20,025.00			915	$ 41,175.00			165	$ 7,425.00						
2574.509	FERTILIZER TYPE 3	POUND	2195	$ 1.00	$ 2,395.00	700	$ 700.00	10	$ 10.00			730	$ 730.00			105	$ 105.00			650	$ 650.00			200	$ 200.00						
2574.509	FERTILIZER TYPE 4	POUND	325	$ 1.00	$ 325.00	80	$ 80.00					25	$ 25.00							220	$ 220.00										
2574.607	STRUCTURAL SOIL CELL SYSTEM	CU YD	500	$ 450.00	$ 225,000.00							500	$ 225,000.00																		
2575.504	ROLLED EROSION PREVENTION CATEGORY 20	SQ YD	21300	$ 1.50	$ 31,950.00	13870	$ 20,805.00					1010	$ 1,515.00			665	$ 997.50			5230	$ 7,845.00			725	$ 1,087.50						
2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	9700	$ 1.50	$ 14,550.00							3400	$ 5,100.00							5500	$ 8,250.00			800	$ 1,200.00						
2575.505	SEEDING	ACRE	11.9	$ 350.00	$ 4,165.00	3.9	$ 1,365.00					2.3	$ 805.00			1	$ 350.00			3.9	$ 1,365.00			0.8	$ 280.00						
2575.505	RAPID STABILIZATION METHOD 2	ACRE	13	$ 1,200.00	$ 15,600.00	3.9	$ 4,680.00					2.4	$ 2,880.00			1	$ 1,200.00			4.8	$ 5,760.00			0.9	$ 1,080.00						
2575.507	MULCH MATERIAL TYPE 6	CU YD	385.5	$ 75.00	$ 29,137.50	3.5	$ 262.50					4.4	$ 3,300.00			1.00	$ 75.00.00			20.3	$ 15,225.00			3.6	$ 2,850.00						
2575.508	HYDRAULIC MULCH MATRIX	POUND	49.35	$ 1.00	$ 4,939.00	850	$ 850.00					1500	$ 1,500.00			1175	$ 1,175.00			850	$ 850.00			900	$ 900.00						
2575.603	ROOT BARRIER	LIN FT	8320	$ 10.00	$ 83,200.00							1320	$ 13,200.00			1510	$ 15,100.00			850	$ 8,500.00			1640	$ 16,400.00						
2575.608	SEED SOUTHERN BOULEVARD	POUND	390	$ 5.00	$ 1,950.00	65	$ 325.00					120	$ 600.00			95	$ 475.00			70	$ 350.00			40	$ 200.00						
2575.608	SEED WET DITCH	POUND	60	$ 25.00	$ 1,500.00	15	$ 375.00					5	$ 125.00							40	$ 1,000.00										
2575.608	SEED SOUTHERN SHORTGRASS ROADSIDE	POUND	185	$ 25.00	$ 4,625.00	55	$ 1,375.00					30	$ 750.00			10	$ 250.00			30	$ 750.00	40	$ 1,000.00	20	$ 500.00						
2575.608	SEED SOUTHERN TALLGRASS ROADSIDE	POUND	25	$ 25.00	$ 625.00	25	$ 625.00																								
2592.503	MOBILE RETROREFLECTOMETER MEASUREMENTS	LIN FT	24885	$ 0.02	$ 497.30	13820	$ 276.40					70	$ 1.40			227.7	$ 45.14			6188	$ 123.76			28.80	$ 57.20						
2592.503	4" SOLID LINE PAINT	LIN FT	2745	$ 0.20	$ 549.00							475	$ 95.00			575	$ 115.00			2910	$ 516.00			1405	$ 281.00						
2592.503	24" SOLID LINE PAINT	LIN FT	165	$ 5.00	$ 825.00											130	$ 650.00			35	$ 175.00										
2592.503	4" BROKEN LINE PAINT	LIN FT	140	$ 0.30	$ 42.00							60	$ 18.00			90	$ 27.00														
2592.503	4" DOTTED LINE PAINT	LIN FT	1501	$ 0.30	$ 750.80											46	$ 23.00							1465	$ 727.80						
2592.503	8" DOTTED LINE PAINT	LIN FT	91	$ 1.00	$ 91.00											91	$ 91.00														
2592.503	4" DBLE SOLID LINE PAINT	LIN FT	2025	$ 0.40	$ 1,130.00							70	$ 28.00			1465	$ 586.00			1290	$ 516.00										
2592.503	4" SOLID LINE MULTI COMP GR IN	LIN FT	2020	$ 1.50	$ 4,230.00															2820	$ 4,230.00										
2592.503	8" SOLID LINE MULTI COMP GR IN	LIN FT	130	$ 2.50	$ 325.00															130	$ 325.00										
2592.503	6" DOTTED LINE MULTI COMP GR IN	LIN FT	64	$ 4.00	$ 256.00															64	$ 256.00										
2592.503	8" DOTTED LINE MULTI COMP GR IN	LIN FT	34	$ 5.00	$ 170.00															34	$ 170.00										
2592.503	8" DBLE SOLID LINE MULTI COMP GR IN	LIN FT	1930	$ 2.50	$ 3,825.00															1330	$ 3,825.00										
2592.503	8" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	9975	$ 1.50	$ 14,962.50	9975	$ 14,962.50																								
2592.503	6" BROKEN LINE MULTI COMP GR IN (WR)	LIN FT	1338	$ 2.50	$ 3,345.00	1338	$ 3,345.00																								
2592.503	24" DBLE SOLID LINE MULTI COMP GR IN (WR)	LIN FT	1050	$ 5.00	$ 7,700.00	1050	$ 7,700.00																								
2592.503	6" BROKEN LINE MULTI COMP GR IN (WR) CONT	LIN FT	25	$ 3.00	$ 75.00	25	$ 75.00																								
2592.503	8" DBLE SOLID LINE MULTI COMP GR IN (WR) CONT	LIN FT	170	$ 6.00	$ 1,020.00	170	$ 1,020.00																								
2592.503	8" DBLE DOT LINE MULTI COMP GR IN (WR)	LIN FT	249	$ 5.00	$ 1,245.00	249	$ 1,345.00																								
2592.503	24" SOLID LINE PREF THERMO GR IN	LIN FT	63	$ 35.00	$ 2,205.00															63	$ 2,205.00										
2592.503	12" DOTTED LINE PREF THERMO GR IN	LIN FT	93	$ 20.00	$ 1,860.00															93	$ 1,860.00										
2592.516	PAVT MSSG PAINT	SQ FT	161	$ 10.00	$ 1,610.00											130	$ 1,300.00			31	$ 310.00										
2592.518	PAVT MSSG PREF THERMO GR IN	SQ FT	337	$ 30.00	$ 10,110.00	275	$ 8,250.00													62	$ 1,860.00										
2592.518	CROSSWALK PAINT	SQ FT	480	$ 8.00	$ 3,840.00											480	$ 3,840.00														
2592.518	CROSSWALK PREF THERMO GR IN ESR	SQ FT	2160	$ 15.00	$ 32,400.00	1600	$ 24,120.00													552	$ 8,280.00										
	TOTALS				$ 25,457,590.55		$ 5,906,509.40		$ 277,115.00		$ 40,040.00		$ 4,511,289.15		$ 647,945.00		$ 2,735,020.64		$ 340,035.00		$ 6,944,212.66		$ 712,010.00		$ 2,369,173.70		$ 177,500.00		$ 396,340.00		$ 39,060.00	

EXHIBIT B

IT IS OK TO SUBMIT SCANNED COPIES

MnDOT ADA Compliance Checklist (Curb Ramp)

SP: City: District:

Intersection: Quadrant:

Ramp Type: Const. Year:

Compile all relevant documents (photos, checklist, notes, etc) of the completed quadrant and upload them using the HennPlace Asset Management Site. Registration is required. To create an account, please register for an account and use the following step-by-step reference guide on our ADA transition plan page under "checklist guide."

(1) Minimum 4' wide pedestrian access route (PAR) maintained? Yes No

(2) Landing meets min. 4'x4' and perpendicular grade break(s)? Yes No

(3) Are landing(s) located at the top of each ramp and at change(s) in direction and at inverse grades? Yes No

	(TH)	(TH)	(SS)	(SS)
(4) Landing **slopes (%):**				

(5) Ramp's **running slope (%):**	Initial	**TH**	Secondary	**TH**	Initial	**SS**	Secondary	**SS**
(6) Ramp's **cross slope (%):**	Initial	**TH**	Secondary	**TH**	Initial	**SS**	Secondary	**SS**

(7) Gutter **flow line slope (%)**:	**TH**	**SS**
(8) Gutter **inslope (%)**:	**TH**	**SS**
(9) Roadway **cross slope** (%):	**TH**	**SS**

TH = Trunk Highway
SS = Side Street

(10) Do truncated domes cover the entire curb opening and are they properly oriented? Yes No

(11) Are gutter line and ramps draining properly? Yes No

(12) Are there any vertical discontinuities greater than 1/4"? Yes No

(13) Do ramps comply with Spec 2521.3? Yes No

(14) Are ramps **fully compliant**? Yes No

If **NO**, check the reason(s) below. Explain why the ramp didn't meet compliance and how the ramp has been improved from the pre-construction condition (see ADA Compliance Checklist Guidance for more info and attach pages if needed).

☐ Topography ☐ Structure(s) ☐ Utilities ☐ Contractor ☐ Hennepin County

(15) Was the curb ramp able to be built according to the plan details? Yes No

If **NO**, please explain:

Printed Name: Date (mm/dd/yyyy):

☐ I certify that the information entered on this form is accurate to the best of my knowledge and that I fully understand the checklist standards and am qualified to carry out the inspection.

FILL OUT FORM AND SUBMIT TO HENNEPIN COUNTY

IT IS OK TO SUBMIT SCANNED COPIES

MnDOT ADA Compliance Checklist for APS

SP: City: District:

Intersection: Quadrant:

Construction Year:

Compile all relevant documents (photos, checklist, notes, etc) of the completed quadrant and upload them using the HennPlace Asset Management Site. Registration is required. To create an account, please register for an account and use the following step-by-step reference guide on our ADA transition plan page under "checklist guide."

1) Are push button stations placed and push button faces oriented in accordance with standards? ○ Yes ○ No

2) Is there a minimum 4' x 4' landing adjacent to each push button? ○ Yes ○ No

3) Distance from crosswalk edge to push button face (ft): Trunk Hwy Side Street

4) Distance from the push button to the back of curb: (measured in the direction of the pedestrian travel in ft) Trunk Hwy Side Street

5) Distance between push buttons (ft):

6) Push button height (inches): Trunk Hwy Side Street

7) Push button side reach (inches): Trunk Hwy Side Street

8) Is APS system fully compliant? ○ Yes ○ No

If **NO**, check one of the following reasons why. Explain why the component(s) didn't meet compliance (see ADA Compliance Checklist Guidance for additional directions). Hennepin County

☐ Topography ☐ Structure(s) ☐ Utilities ☐ Contractor

9) Has a 6' maintenance access route (MAR) been maintained? ○ Yes ○ No

10) Are push buttons situated at least 2' away from both the back of walk and ramp grade break? ○ Yes ○ No

11) Are all newly constructed hand-hole(s) located outside of pedestrian access route (PAR)? ○ Yes ○ No

12) Push buttons placed according to the plan details? ○ Yes ○ No

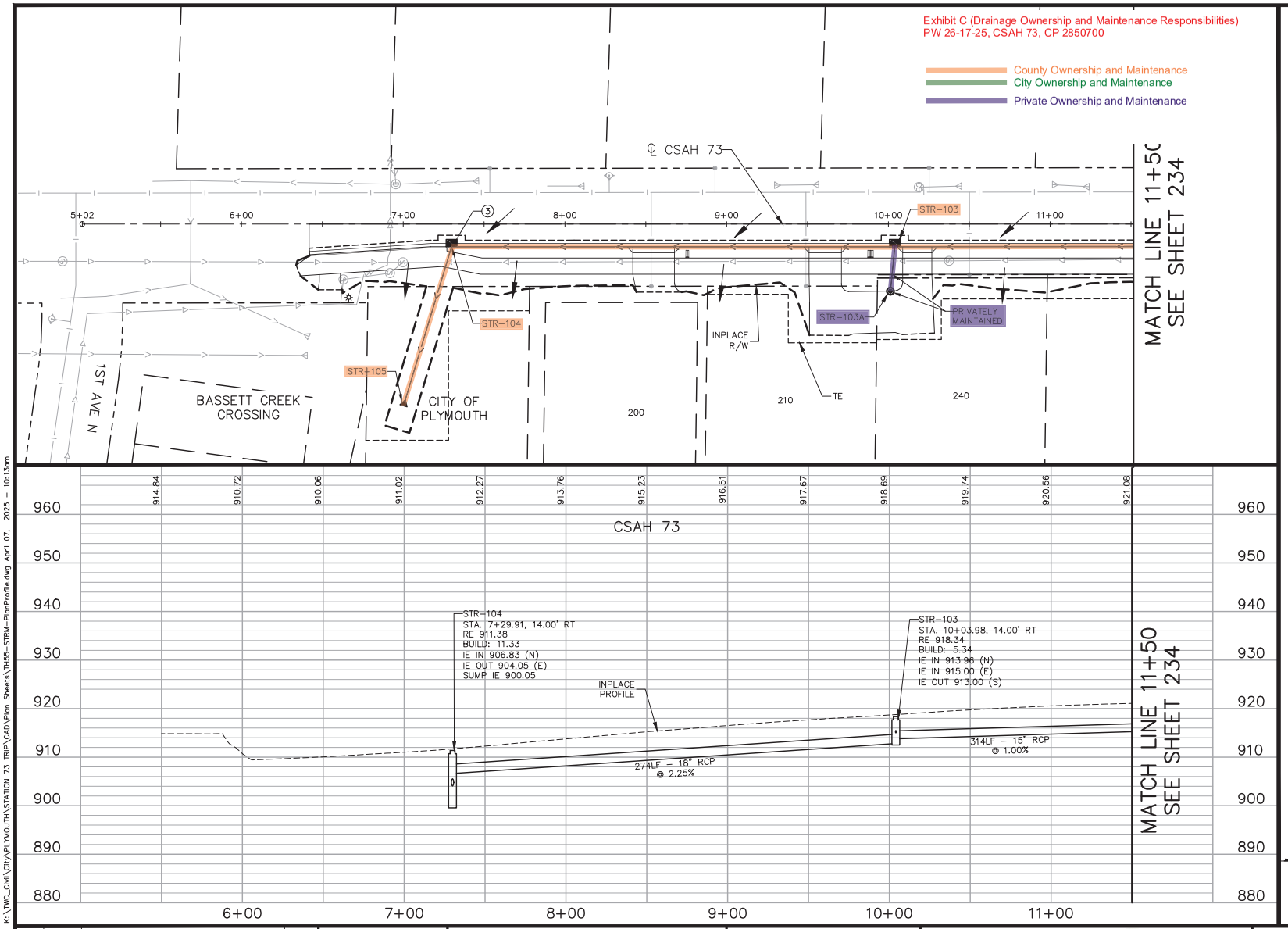
If no, please describe/explain:

Printed Name: Date (mm/dd/yyyy):

☐ I certify that the information entered on this form is accurate to the best of my knowledge and that I fully understand the checklist standards and am qualified to carry out the inspection.

FILL OUT FORM AND SUBMIT TO HENNEPIN COUNTY

EXHIBIT C
Drainage Ownership and Maintenance Responsibilities



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No.	Date	Revisions	App.

DRAWING NAME	TH55-STRM-PlanProfile.dwg
DESIGNED BY:	JCS
DRAWN BY:	JCS
CHECKED BY:	CBL
DATE:	4/3/2025
PROJECT NO.	160662010

Kimley»Horn
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

CHADD B. LARSON, PE
DATE: 4/3/2025 MN LIC. NO. 41864

ThreeRivers PARK DISTRICT
Hennepin
METROPOLITAN COUNCIL
DEPARTMENT OF TRANSPORTATION
City of Plymouth

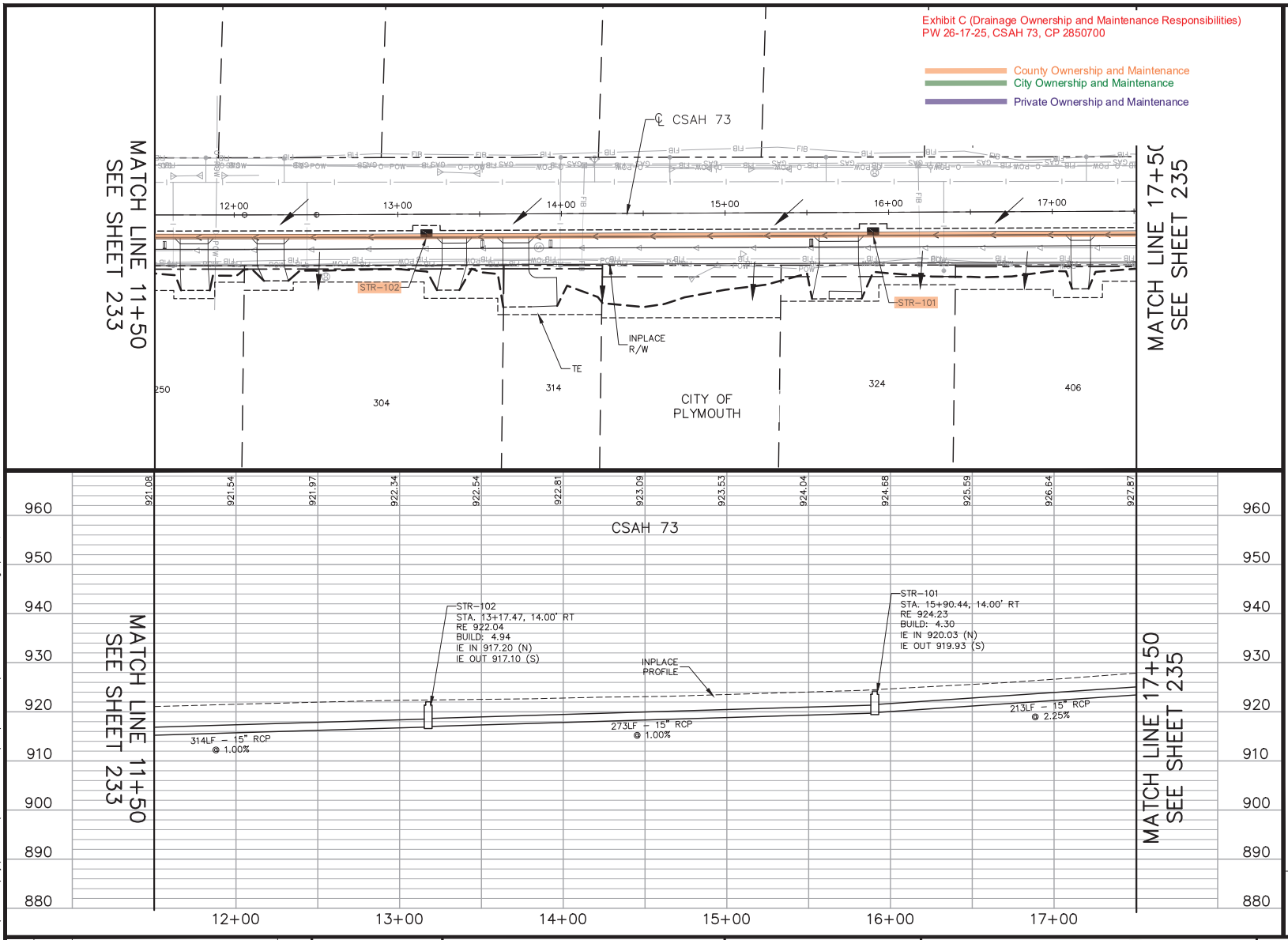
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM

ZACHARY LANE
DRAINAGE PLAN AND PROFILE
STA. 5+50 TO STA. 11+50

CITY PROJECT	ST230003

SP 2723-149 (TH 55),
SP 155-010-007, SP 155-080-002,
SP 155-090-003, SP 027-673-010,
SP 155-020-023, SP 155-169-002

SHEET NO. 233 / 651

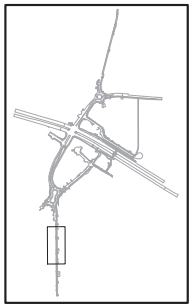


LEGEND

STR -XXX	STRUCTURE NUMBER
	PROPOSED STORM SEWER
	EXISTING STORM SEWER
	4" PERF TP PIPE DRAIN
	CONSTRUCTION LIMITS
	WETLAND EDGE
	CATCH BASIN
	MANHOLE
	FLARED END SECTION
①	CONNECT INTO EXISTING DRAINAGE STRUCTURE
②	ADJUST FRAME AND RING CASTING
③	SUMP AND SAFL BAFFLE
④	OUTLET CONTROL STRUCTURE
⑤	CONNECT TO EXISTING STORM SEWER
⑥	CROSSING INSULATION SEE SHEET 40 FOR DETAIL
	DRAINAGE FLOW DIRECTION

GENERAL NOTES

1. ALL PIPE MATERIAL RCP UNLESS OTHERWISE NOTED
2. ALL PIPE CLASS V UNLESS OTHERWISE NOTED.



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VERTICAL

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HORIZONTAL/PLAN
SCALE IN FEET

No.	Date	Revisions	App.

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DATE:	4/3/2025
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Kimley»Horn
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WWW.KIMLEY-HORN.COM

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CHADD B. LARSON, PE

DATE: 4/3/2025 MN LIC. NO. 41864

ThreeRivers PARK DISTRICT · Hennepin · Metropolitan Council · Department of Transportation

City of Plymouth

STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM

ZACHARY LANE
DRAINAGE PLAN AND PROFILE
STA. 11+50 TO STA. 17+50

CITY PROJECT	ST230003
SP 2723-149 (TH 55), SP 155-010-007, SP 155-080-002, SP 155-090-003, SP 027-673-010, SP 155-020-023, SP 155-169-002	

SHEET NO. 234 / 651

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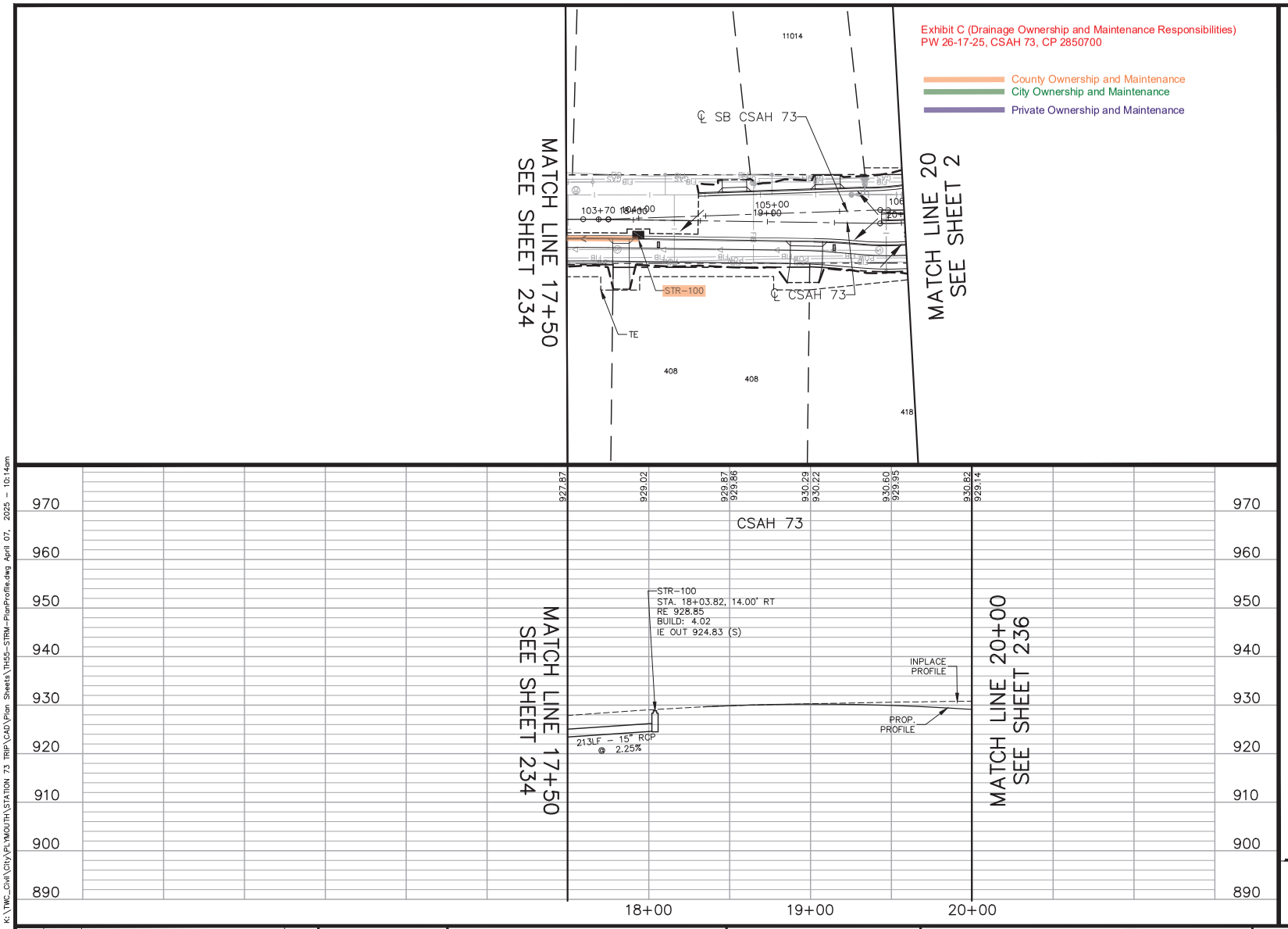
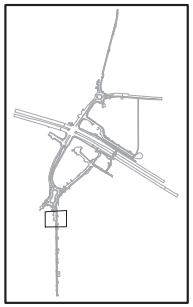


LEGEND

STR -XXX	STRUCTURE NUMBER
	PROPOSED STORM SEWER
	EXISTING STORM SEWER
	4" PERF TP PIPE DRAIN
	CONSTRUCTION LIMITS
	WETLAND EDGE
	CATCH BASIN
	MANHOLE
	FLARED END SECTION
①	CONNECT INTO EXISTING DRAINAGE STRUCTURE
②	ADJUST FRAME AND RING CASTING
③	SUMP AND SAFL BAFFLE
④	OUTLET CONTROL STRUCTURE
⑤	CONNECT TO EXISTING STORM SEWER
⑥	CROSSING INSULATION SEE SHEET 40 FOR DETAIL
	DRAINAGE FLOW DIRECTION

GENERAL NOTES

1. ALL PIPE MATERIAL RCP UNLESS OTHERWISE NOTED
2. ALL PIPE CLASS V UNLESS OTHERWISE NOTED.



0 5 10 20
VERTICAL

0 15 30 60
HORIZONTAL/PLAN
SCALE IN FEET

No.	Date	Revisions	App.

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Kimley»Horn
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CHADD B. LARSON, PE
DATE: 4/3/2025 MN LIC. NO. 41864

ThreeRivers PARK DISTRICT · Hennepin · Metropolitan Council · mn DEPARTMENT OF TRANSPORTATION

City of Plymouth

STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM

ZACHARY LANE
DRAINAGE PLAN AND PROFILE
STA. 17+50 TO STA. 20+00

CITY PROJECT ST230003

SP 2723-149 (TH 55),
SP 155-010-007, SP 155-080-002,
SP 155-090-003, SP 027-673-010,
SP 155-020-023, SP 155-169-002

SHEET NO. 235 / 651

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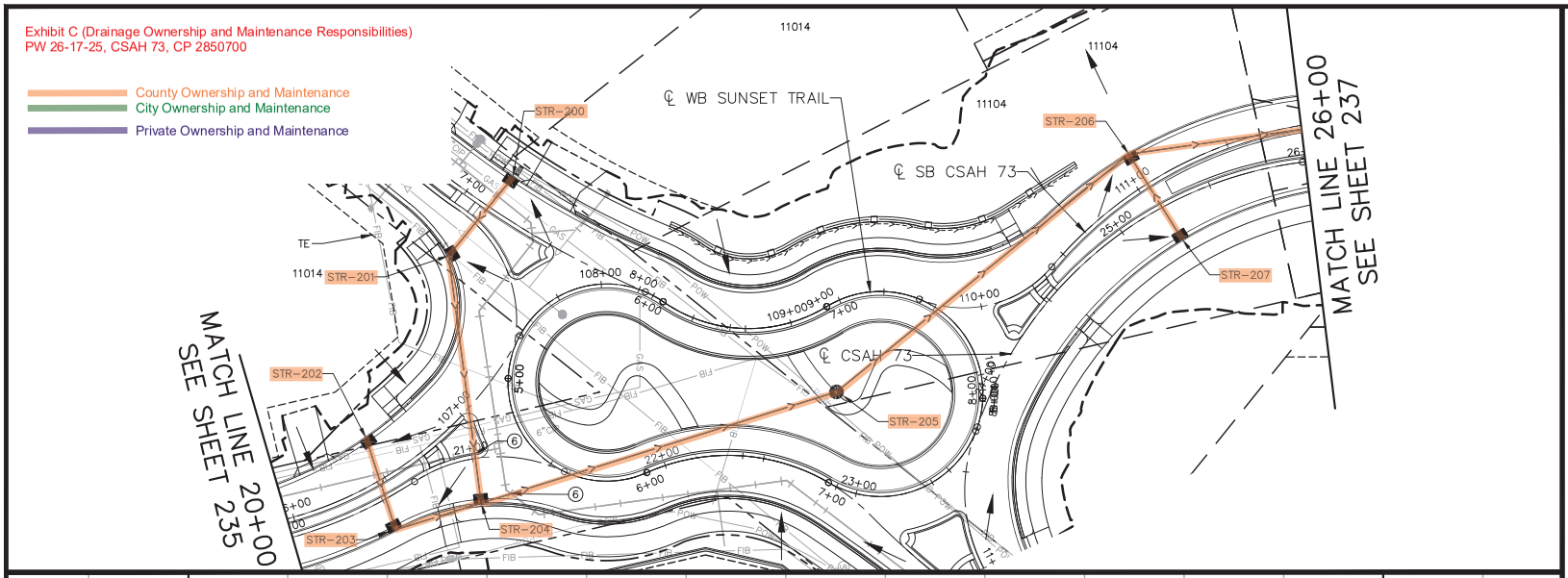
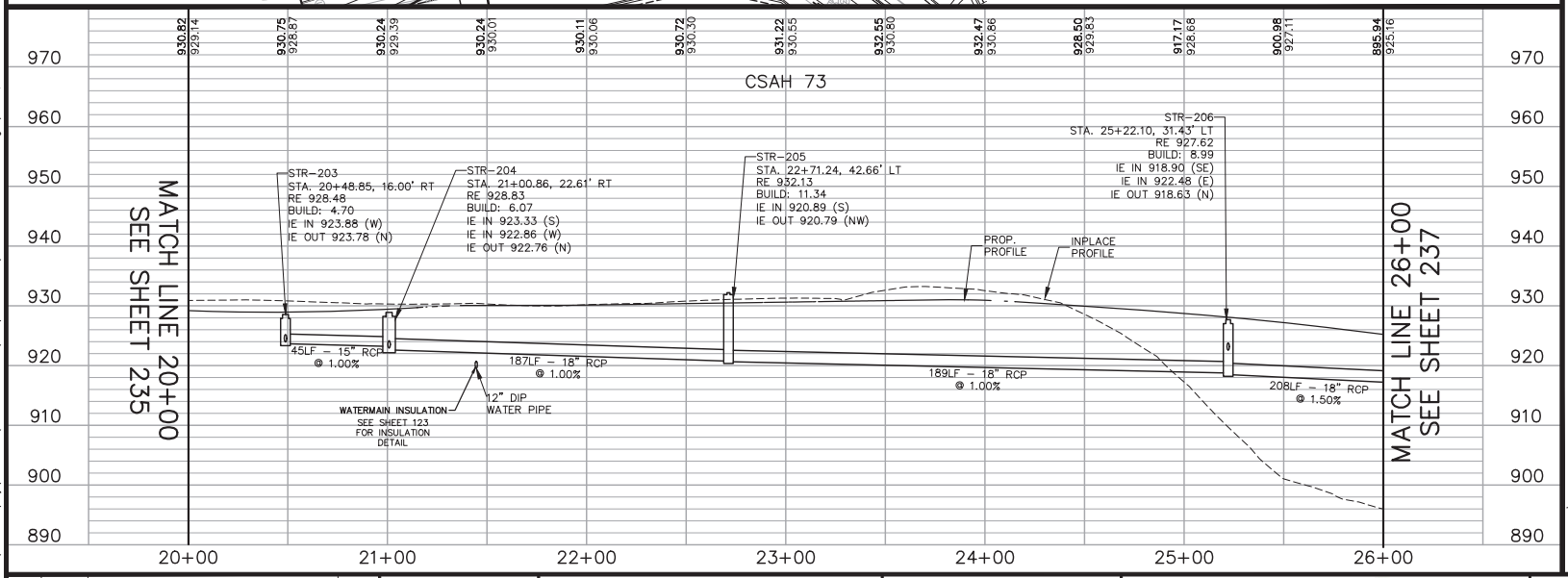
Exhibit C (Drainage Ownership and Maintenance Responsibilities)
PW 26-17-25, CSAH 73, CP 2850700

County Ownership and Maintenance
City Ownership and Maintenance
Private Ownership and Maintenance





LEGEND

STR -XXX	STRUCTURE NUMBER
	PROPOSED STORM SEWER
	EXISTING STORM SEWER
	4" PERF TP PIPE DRAIN
	CONSTRUCTION LIMITS
	WETLAND EDGE
	CATCH BASIN
	MANHOLE
	FLARED END SECTION
①	CONNECT INTO EXISTING DRAINAGE STRUCTURE
②	ADJUST FRAME AND RING CASTING
③	SUMP AND SAFL BAFFLE
④	OUTLET CONTROL STRUCTURE
⑤	CONNECT TO EXISTING STORM SEWER
⑥	CROSSING INSULATION SEE SHEET 40 FOR DETAIL
	DRAINAGE FLOW DIRECTION

GENERAL NOTES

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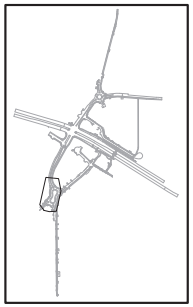
2. ALL PIPE CLASS V UNLESS OTHERWISE NOTED.



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No.	Date	Revisions	App.

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City of Plymouth
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM
CSAH 73
DRAINAGE PLAN AND PROFILE
STA. 20+00 TO STA. 26+00

CITY PROJECT	ST230003
SP 2723-149 (TH 55), SP 155-010-007, SP 155-080-002, SP 155-090-003, SP 027-673-010, SP 155-020-023, SP 155-169-002	

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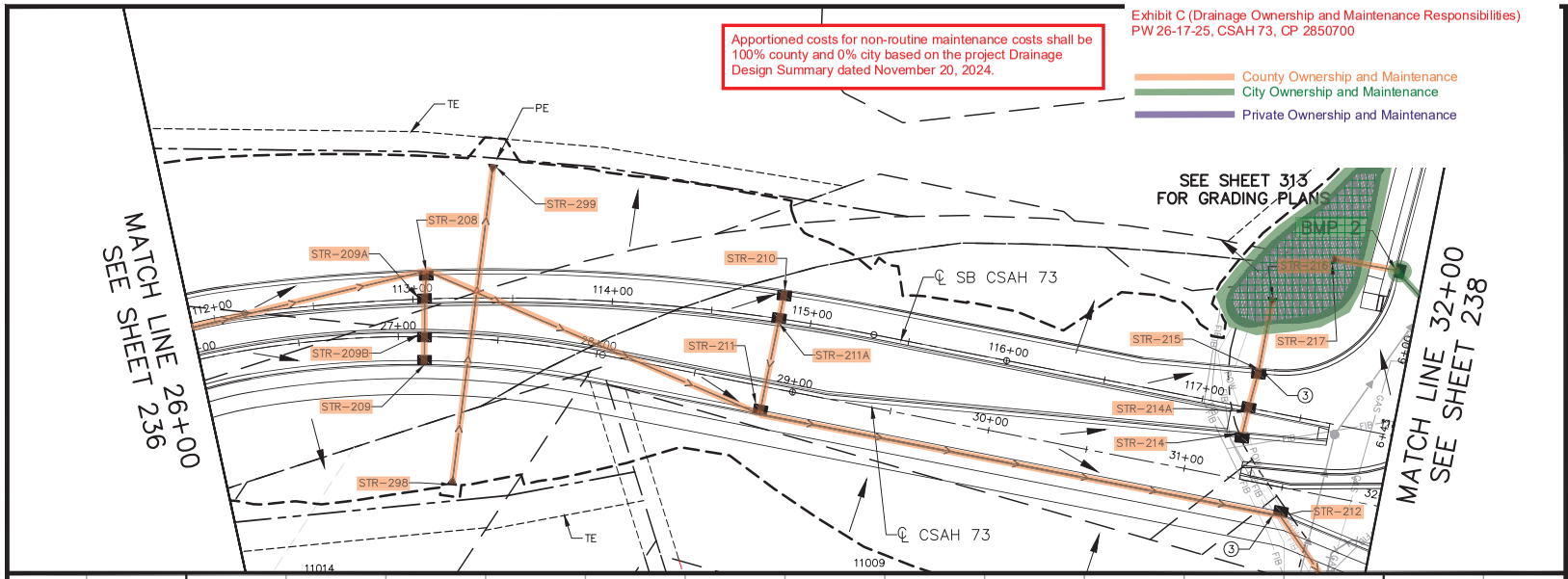
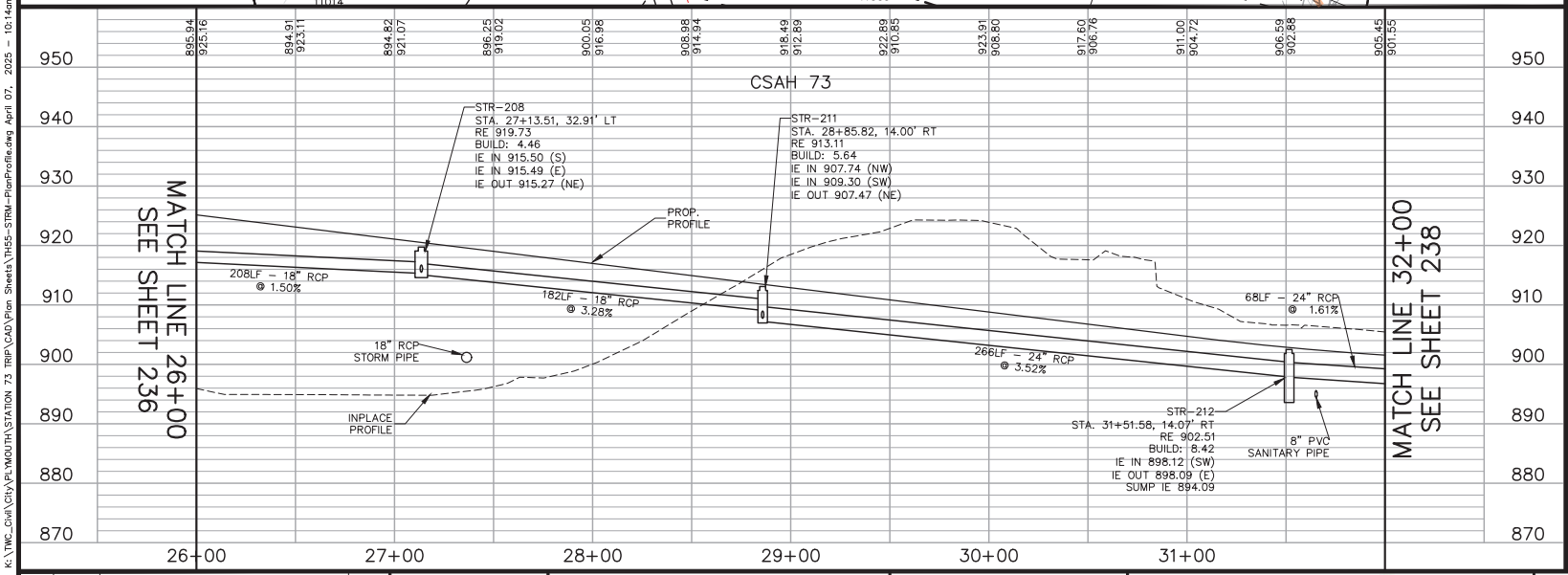
Exhibit C (Drainage Ownership and Maintenance Responsibilities)
PW 26-17-25, CSAH 73, CP 2850700

Apportioned costs for non-routine maintenance costs shall be 100% county and 0% city based on the project Drainage Design Summary dated November 20, 2024.

County Ownership and Maintenance
City Ownership and Maintenance
Private Ownership and Maintenance



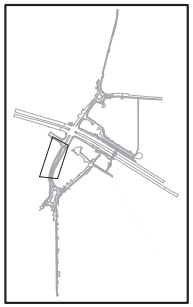


LEGEND

- STR -XXX — STRUCTURE NUMBER
- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- 4" PERF TP PIPE DRAIN
- CONSTRUCTION LIMITS
- WETLAND EDGE
- CATCH BASIN
- MANHOLE
- FLARED END SECTION
- ① CONNECT INTO EXISTING DRAINAGE STRUCTURE
- ② ADJUST FRAME AND RING CASTING
- ③ SUMP AND SAFL BAFFLE
- ④ OUTLET CONTROL STRUCTURE
- ⑤ CONNECT TO EXISTING STORM SEWER
- ⑥ CROSSING INSULATION SEE SHEET 40 FOR DETAIL
- DRAINAGE FLOW DIRECTION

GENERAL NOTES

1. ALL PIPE MATERIAL RCP UNLESS OTHERWISE NOTED
2. ALL PIPE CLASS V UNLESS OTHERWISE NOTED.



0 5 10 20 VERTICAL

0 15 30 60 HORIZONTAL/PLAN SCALE IN FEET

No.	Date	Revisions	App.

DRAWING NAME	
TH55-STRM-PlanProfile.dwg	
DESIGNED BY:	JCS
DRAWN BY:	JCS
CHECKED BY:	CBL
DATE:	4/3/2025
PROJECT NO.	160662010

Kimley»Horn
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
CHADD B. LARSON, PE
DATE: 4/3/2025 MN LIC. NO. 41864

ThreeRivers PARK DISTRICT · Hennepin · Metropolitan Council · mn DEPARTMENT OF TRANSPORTATION

City of Plymouth
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM
CSAH 73
DRAINAGE PLAN AND PROFILE
STA. 26+00 TO STA. 32+00

CITY PROJECT	ST230003
SP 2723-149 (TH 55), SP 155-010-007, SP 155-080-002, SP 155-090-003, SP 027-673-010, SP 155-020-023, SP 155-169-002	

SHEET NO. 237 / 651

K:\TMC_Civil\City\PLYMOUTH\STATION 73 TRIP\CAD\Plan Sheets\TH55-STRM-PlanProfile.dwg April 07, 2025 - 10:14am

See MnDOT Agreement No. 1058416 for ownership and maintenance responsibilities for BMP 1 and BMP 3.

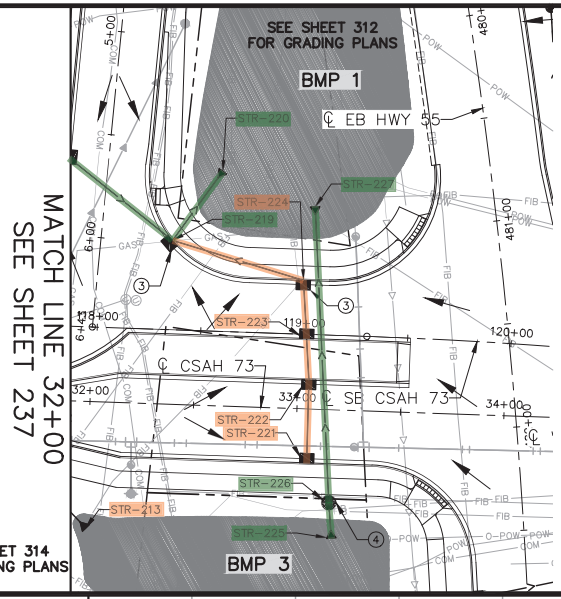


Exhibit C (Drainage Ownership and Maintenance Responsibilities)
PW 26-17-25, CSAH 73, CP 2850700

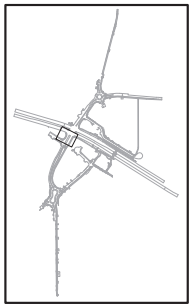
County Ownership and Maintenance
City Ownership and Maintenance
Private Ownership and Maintenance

LEGEND

STR –XXX	STRUCTURE NUMBER
	PROPOSED STORM SEWER
	EXISTING STORM SEWER
	4" PERF TP PIPE DRAIN
	CONSTRUCTION LIMITS
	WETLAND EDGE
	CATCH BASIN
	MANHOLE
	FLARED END SECTION
①	CONNECT INTO EXISTING DRAINAGE STRUCTURE
②	ADJUST FRAME AND RING CASTING
③	SUMP AND SAFL BAFFLE
④	OUTLET CONTROL STRUCTURE
⑤	CONNECT TO EXISTING STORM SEWER
⑥	CROSSING INSULATION SEE SHEET 40 FOR DETAIL
	DRAINAGE FLOW DIRECTION

GENERAL NOTES

1. ALL PIPE MATERIAL RCP UNLESS OTHERWISE NOTED
2. ALL PIPE CLASS V UNLESS OTHERWISE NOTED.



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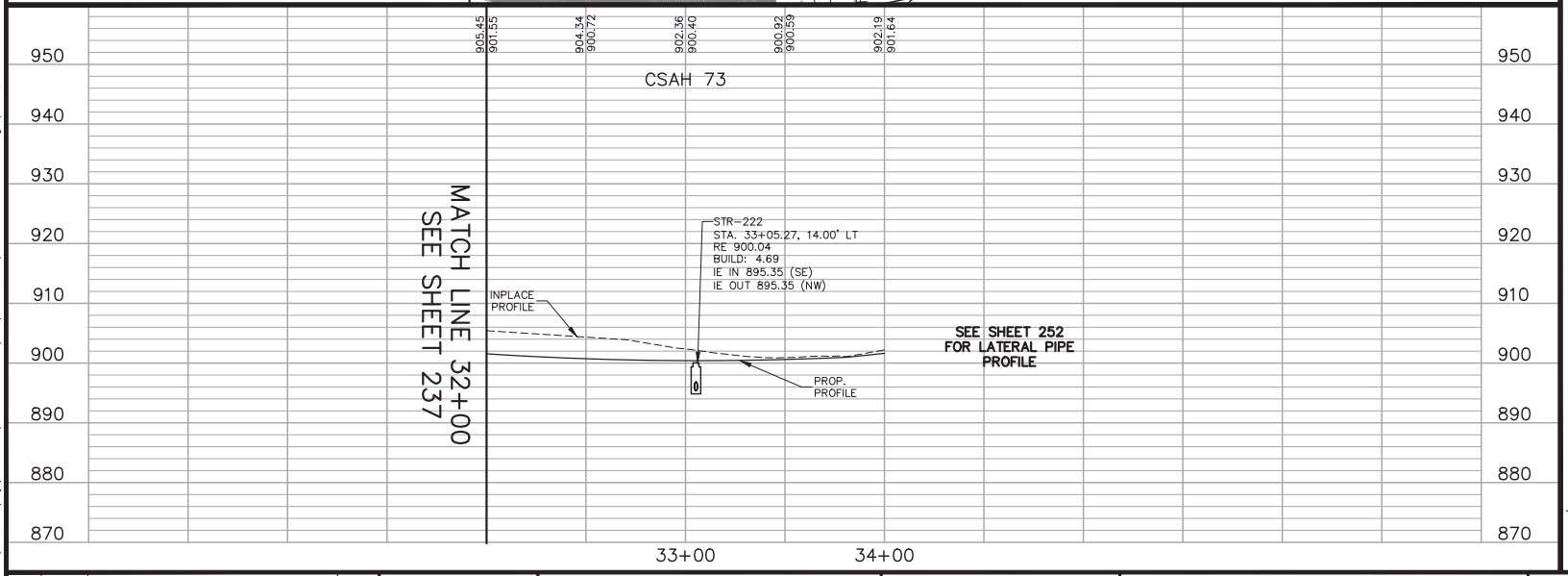
0 15 30 60
HORIZONTAL/PLAN
SCALE IN FEET



No.	Date	Revisions	App.

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DATE:	4/3/2025
PROJECT NO.	160662010

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CHADD B. LARSON, PE
DATE: 4/3/2025 MN LIC. NO. 41864

ThreeRivers PARK DISTRICT · Hennepin · Metropolitan Council · mn DEPARTMENT OF TRANSPORTATION

City of Plymouth
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM

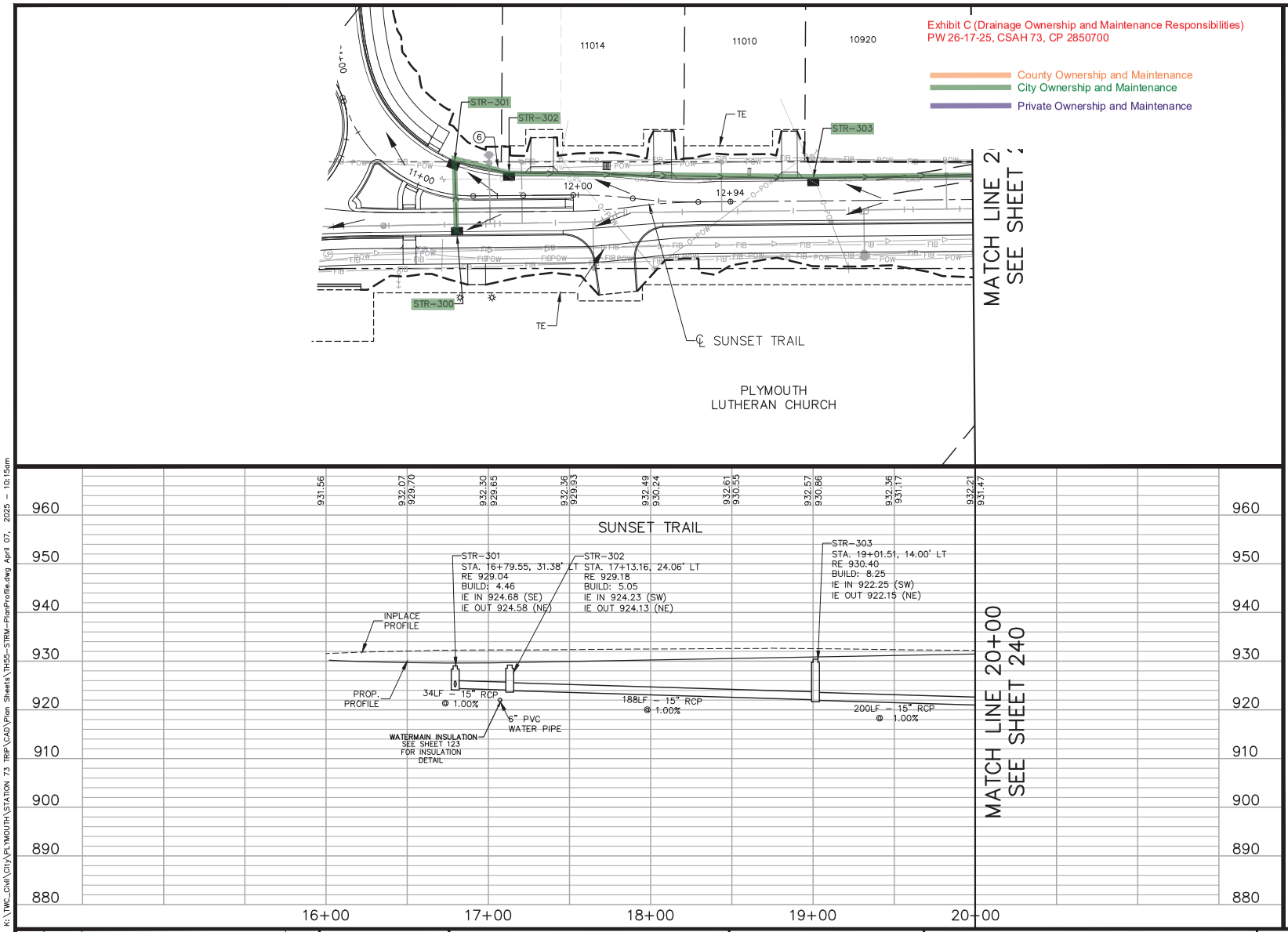
CSAH 73
DRAINAGE PLAN AND PROFILE
STA. 32+00 TO STA. 34+00

CITY PROJECT	ST230003

SP 2723-149 (TH 55),
SP 155-010-007, SP 155-080-002,
SP 155-090-003, SP 027-673-010,
SP 155-020-023, SP 155-169-002

SHEET NO. 238 / 651

K:\TMC_Civil\City\PLYMOUTH\STATION 73 TRIP\CAD\Plan Sheets\TH55-STRM-PlanProfile.dwg April 07, 2025 - 10:15am

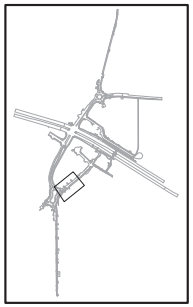


LEGEND

STR -XXX	STRUCTURE NUMBER
	PROPOSED STORM SEWER
	EXISTING STORM SEWER
	4" PERF TP PIPE DRAIN
	CONSTRUCTION LIMITS
	WETLAND EDGE
	CATCH BASIN
	MANHOLE
	FLARED END SECTION
①	CONNECT INTO EXISTING DRAINAGE STRUCTURE
②	ADJUST FRAME AND RING CASTING
③	SUMP AND SAFL BAFFLE
④	OUTLET CONTROL STRUCTURE
⑤	CONNECT TO EXISTING STORM SEWER
⑥	CROSSING INSULATION SEE SHEET 40 FOR DETAIL
	DRAINAGE FLOW DIRECTION

GENERAL NOTES

1. ALL PIPE MATERIAL RCP UNLESS OTHERWISE NOTED
2. ALL PIPE CLASS V UNLESS OTHERWISE NOTED.



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VERTICAL

0 15 30 60
HORIZONTAL/PLAN
SCALE IN FEET

No.	Date	Revisions	App.

DRAWING NAME	
TH55-STRM-PlanProfile.dwg	
DESIGNED BY:	JCS
DRAWN BY:	JCS
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DATE:	4/3/2025
PROJECT NO.	160662010

Kimley»Horn
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
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CHADD B. LARSON, PE
DATE: 4/3/2025 MN LIC. NO. 41864

ThreeRivers PARK DISTRICT · Hennepin · METROPOLITAN COUNCIL · DEPARTMENT OF TRANSPORTATION

City of Plymouth
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM
OLD CO. RD 15
DRAINAGE PLAN AND PROFILE
STA. 16+00 TO STA. 20+00

CITY PROJECT ST230003
SP 2723-149 (TH 55),
SP 155-010-007, SP 155-080-002,
SP 155-090-003, SP 027-673-010,
SP 155-020-023, SP 155-169-002

SHEET NO. 239 / 651

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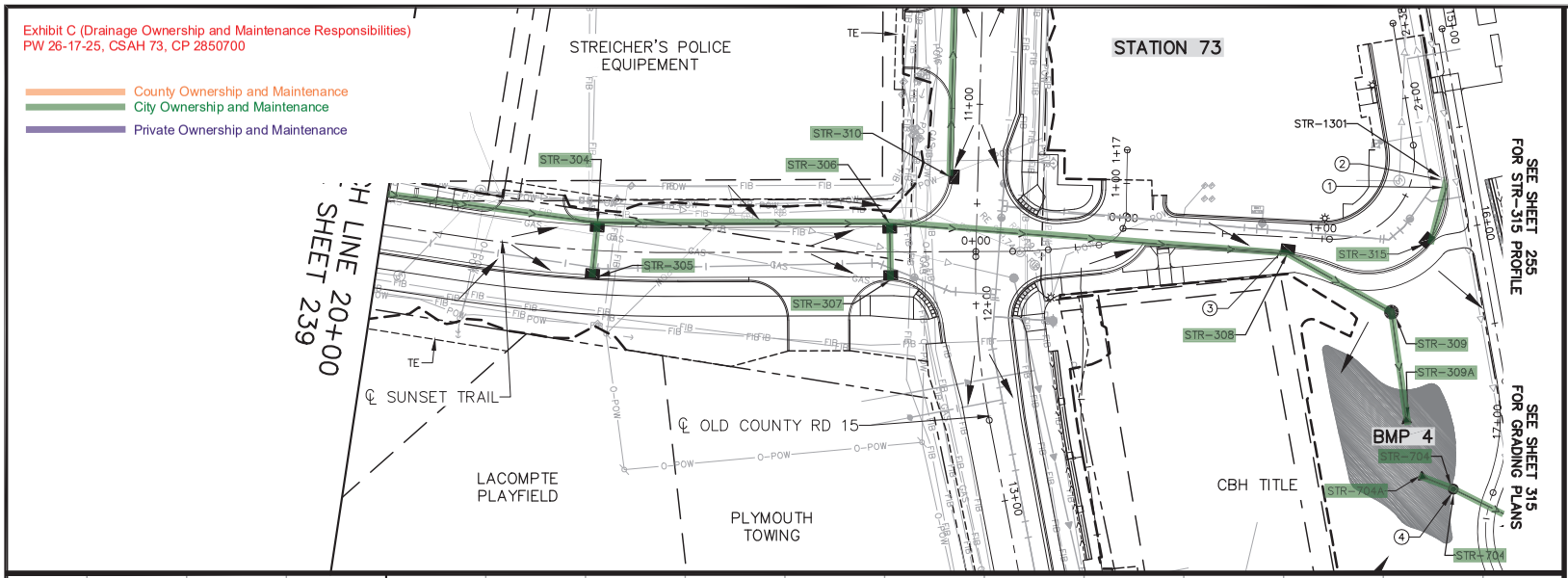
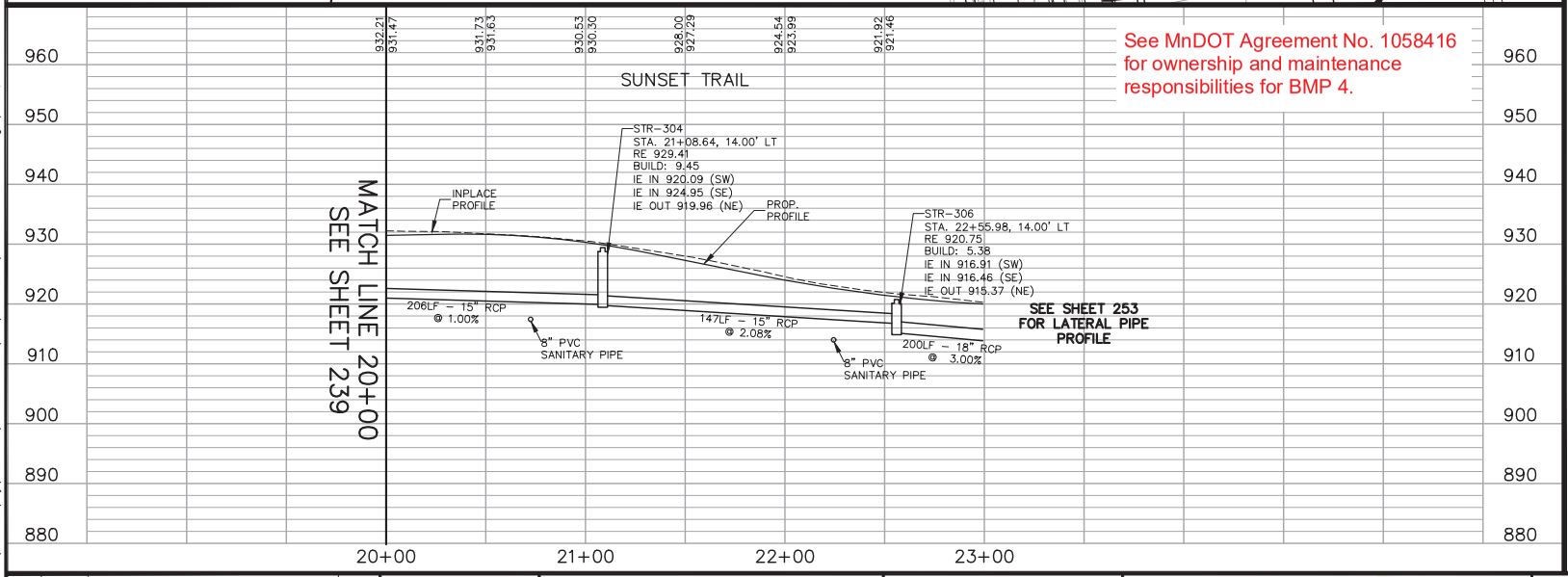
Exhibit C (Drainage Ownership and Maintenance Responsibilities)
PW 26-17-25, CSAH 73, CP 2850700

County Ownership and Maintenance
City Ownership and Maintenance
Private Ownership and Maintenance





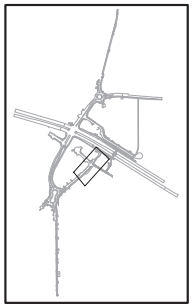
See MnDOT Agreement No. 1058416 for ownership and maintenance responsibilities for BMP 4.

LEGEND

- STR -XXX — STRUCTURE NUMBER
- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- 4" PERF TP PIPE DRAIN
- CONSTRUCTION LIMITS
- WETLAND EDGE
- CATCH BASIN
- MANHOLE
- FLARED END SECTION
- ① CONNECT INTO EXISTING DRAINAGE STRUCTURE
- ② ADJUST FRAME AND RING CASTING
- ③ SUMP AND SAFL BAFFLE
- ④ OUTLET CONTROL STRUCTURE
- ⑤ CONNECT TO EXISTING STORM SEWER
- ⑥ CROSSING INSULATION SEE SHEET 40 FOR DETAIL
- DRAINAGE FLOW DIRECTION

GENERAL NOTES

1. ALL PIPE MATERIAL RCP UNLESS OTHERWISE NOTED
2. ALL PIPE CLASS V UNLESS OTHERWISE NOTED.



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HORIZONTAL/PLAN SCALE IN FEET 0 15 30 60

No.	Date	Revisions	App.

DRAWING NAME	
TH55-STRM-PlanProfile.dwg	
DESIGNED BY:	JCS
DRAWN BY:	JCS
CHECKED BY:	CBL
DATE:	4/3/2025
PROJECT NO.	160662010

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CHADD B. LARSON, PE
DATE: 4/3/2025 MN LIC. NO. 41864

ThreeRivers PARK DISTRICT · Hennepin · Metropolitan Council · mn DEPARTMENT OF TRANSPORTATION · City of Plymouth

STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM
OLD CO. RD 15
DRAINAGE PLAN AND PROFILE
STA. 20+00 TO STA. 23+00

CITY PROJECT ST230003
SP 2723-149 (TH 55),
SP 155-010-007, SP 155-080-002,
SP 155-090-003, SP 027-673-010,
SP 155-020-023, SP 155-169-002

SHEET NO. 240 / 651

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See MnDOT Agreement No. 1058416 for ownership and maintenance responsibilities for BMP 3.

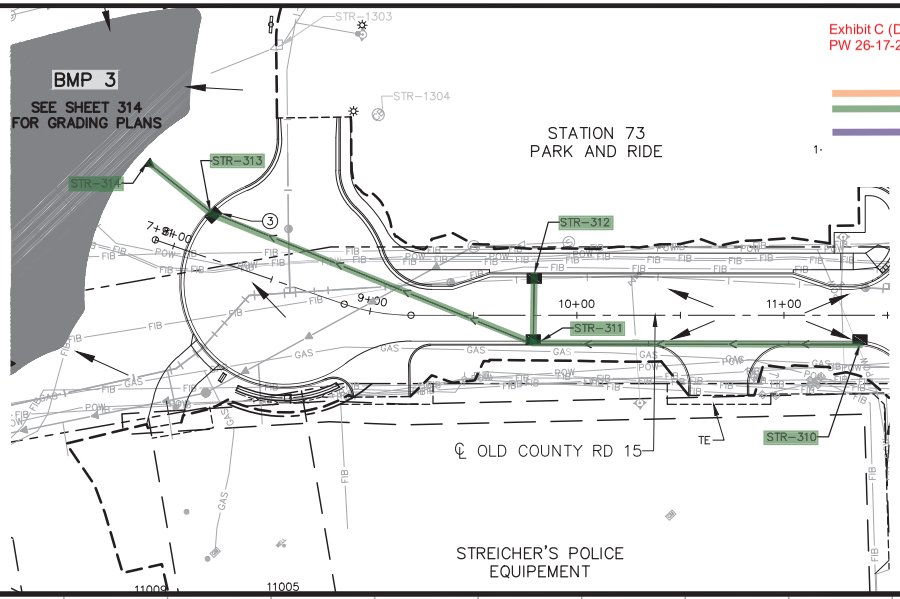
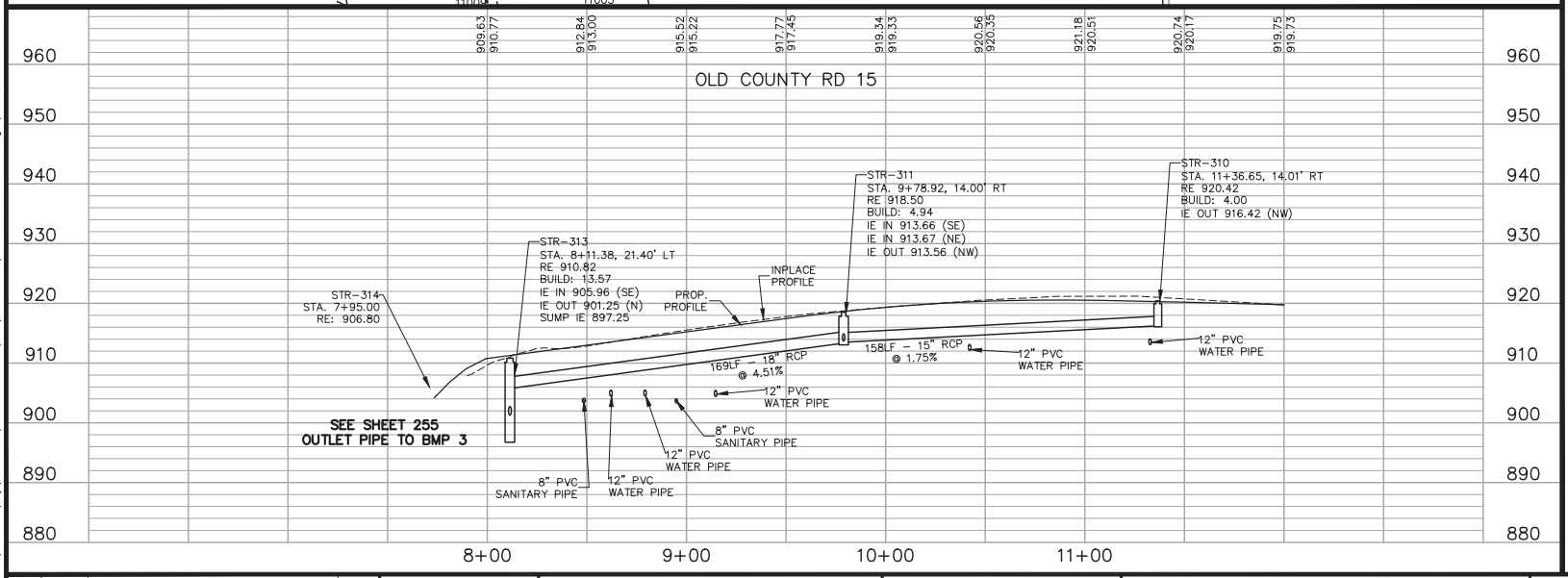


Exhibit C (Drainage Ownership and Maintenance Responsibilities)
PW 26-17-25, CSAH 73, CP 2850700

County Ownership and Maintenance
City Ownership and Maintenance
Private Ownership and Maintenance

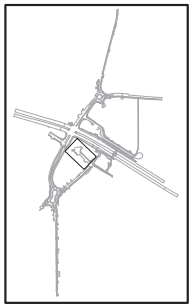
LEGEND

STR -XXX	STRUCTURE NUMBER
	PROPOSED STORM SEWER
	EXISTING STORM SEWER
	4" PERF TP PIPE DRAIN
	CONSTRUCTION LIMITS
	WETLAND EDGE
	CATCH BASIN
	MANHOLE
	FLARED END SECTION
①	CONNECT INTO EXISTING DRAINAGE STRUCTURE
②	ADJUST FRAME AND RING CASTING
③	SUMP AND SAFL BAFFLE
④	OUTLET CONTROL STRUCTURE
⑤	CONNECT TO EXISTING STORM SEWER
⑥	CROSSING INSULATION SEE SHEET 40 FOR DETAIL
	DRAINAGE FLOW DIRECTION



GENERAL NOTES

1. ALL PIPE MATERIAL RCP UNLESS OTHERWISE NOTED
2. ALL PIPE CLASS V UNLESS OTHERWISE NOTED.



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VERTICAL

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HORIZONTAL/PLAN
SCALE IN FEET

K:\TWC_Civil\City\PLYMOUTH\STATION 73 TRIP\CAD\Plan Sheets\TH55-STRM-PlanProfile.dwg April 07, 2025 - 10:16am

No.	Date	Revisions	App.

DRAWING NAME	TH55-STRM-PlanProfile.dwg
DESIGNED BY:	JCS
DRAWN BY:	JCS
CHECKED BY:	CBL
DATE:	4/3/2025
PROJECT NO.	160662010

Kimley»Horn
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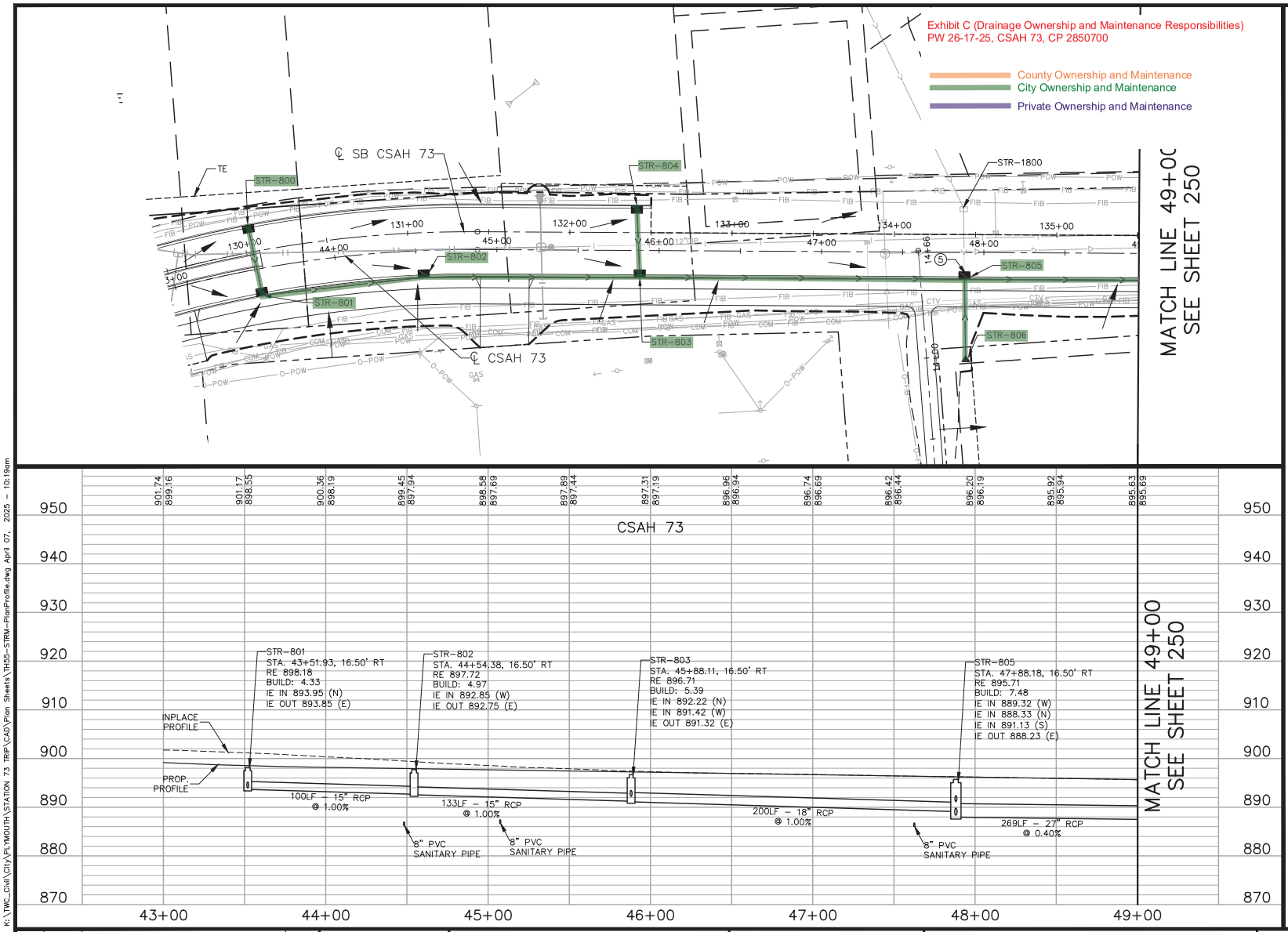
CHADD B. LARSON, PE
DATE: 4/3/2025 MN LIC. NO. 41864

ThreeRivers PARK DISTRICT · Hennepin · METROPOLITAN COUNCIL · DEPARTMENT OF TRANSPORTATION

City of Plymouth
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM
OLD CO. RD 15
DRAINAGE PLAN AND PROFILE
STA. 8+00 TO STA. 11+50

CITY PROJECT ST230003
SP 2723-149 (TH 55),
SP 155-010-007, SP 155-080-002,
SP 155-090-003, SP 027-673-010,
SP 155-020-023, SP 155-169-002

SHEET NO. 241 / 651

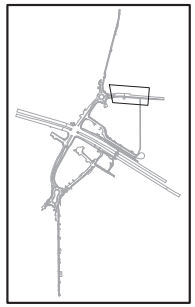


LEGEND

STR -XXX	STRUCTURE NUMBER
	PROPOSED STORM SEWER
	EXISTING STORM SEWER
	4" PERF TP PIPE DRAIN
	CONSTRUCTION LIMITS
	WETLAND EDGE
	CATCH BASIN
	MANHOLE
	FLARED END SECTION
①	CONNECT INTO EXISTING DRAINAGE STRUCTURE
②	ADJUST FRAME AND RING CASTING
③	SUMP AND SAFL BAFFLE
④	OUTLET CONTROL STRUCTURE
⑤	CONNECT TO EXISTING STORM SEWER
⑥	CROSSING INSULATION SEE SHEET 40 FOR DETAIL
	DRAINAGE FLOW DIRECTION

GENERAL NOTES

1. ALL PIPE MATERIAL RCP UNLESS OTHERWISE NOTED
2. ALL PIPE CLASS V UNLESS OTHERWISE NOTED.



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VERTICAL

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SCALE IN FEET

No.	Date	Revisions	App.

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Chadd B. Larson

CHADD B. LARSON, PE

DATE: 4/3/2025 MN LIC. NO. 41864

ThreeRivers PARK DISTRICT · Hennepin · Metropolitan Council · mn DEPARTMENT OF TRANSPORTATION

City of Plymouth

STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM

10TH AVENUE N
DRAINAGE PLAN AND PROFILE
STA. 43+00 TO STA. 49+00

CITY PROJECT	ST230003
SP 2723-149 (TH 55), SP 155-010-007, SP 155-080-002, SP 155-090-003, SP 027-673-010, SP 155-020-023, SP 155-169-002	

SHEET NO. 249 / 651

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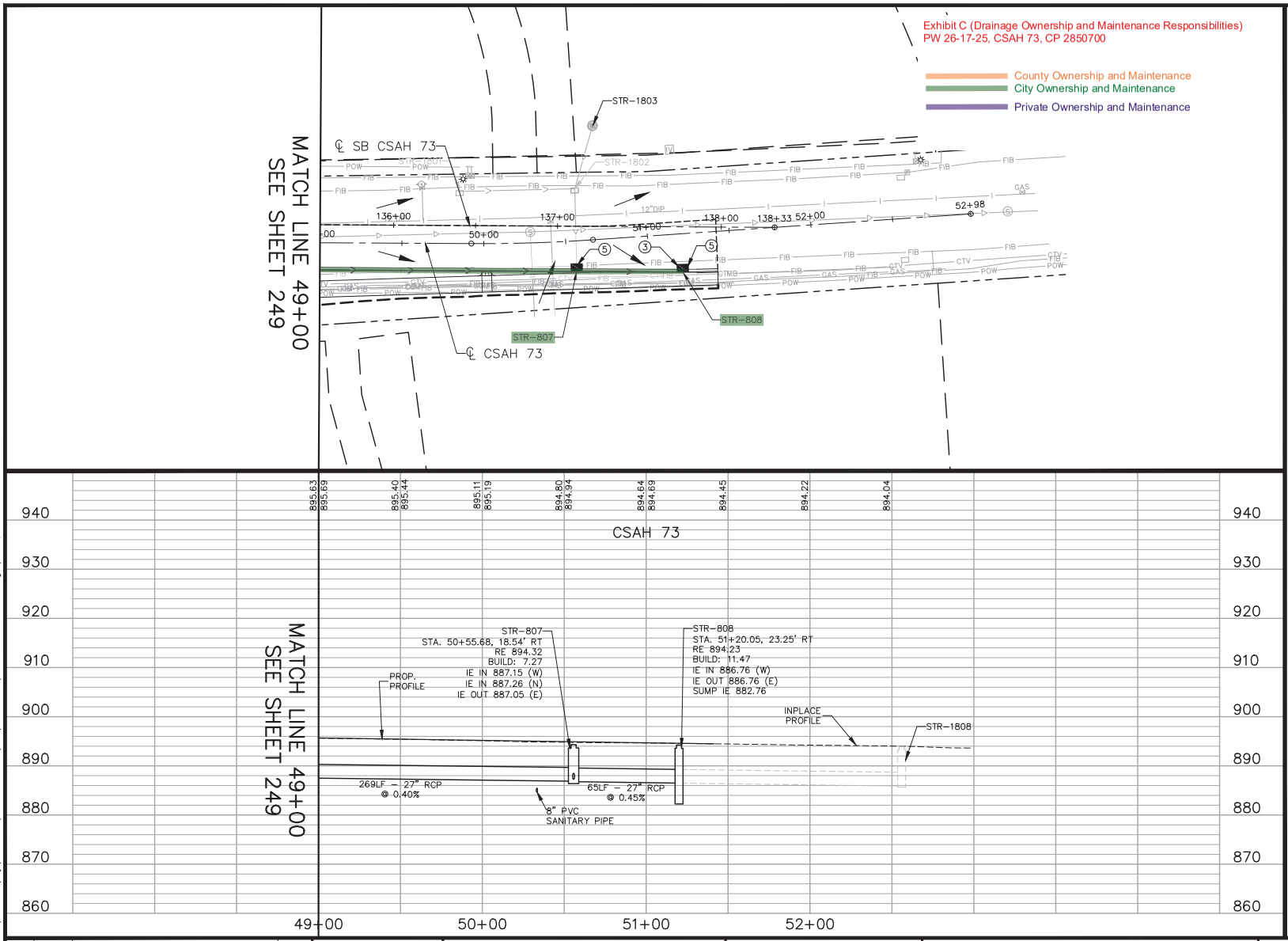
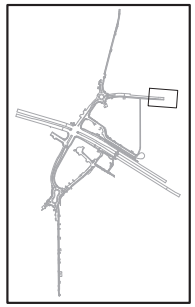


LEGEND

STR -XXX	STRUCTURE NUMBER
	PROPOSED STORM SEWER
	EXISTING STORM SEWER
	4" PERF TP PIPE DRAIN
	CONSTRUCTION LIMITS
	WETLAND EDGE
	CATCH BASIN
	MANHOLE
	FLARED END SECTION
①	CONNECT INTO EXISTING DRAINAGE STRUCTURE
②	ADJUST FRAME AND RING CASTING
③	SUMP AND SAFL BAFFLE
④	OUTLET CONTROL STRUCTURE
⑤	CONNECT TO EXISTING STORM SEWER
⑥	CROSSING INSULATION SEE SHEET 40 FOR DETAIL
	DRAINAGE FLOW DIRECTION

GENERAL NOTES

1. ALL PIPE MATERIAL RCP UNLESS OTHERWISE NOTED
2. ALL PIPE CLASS V UNLESS OTHERWISE NOTED.



0 5 10 20
VERTICAL

0 15 30 60
HORIZONTAL/PLAN
SCALE IN FEET

K:\TWC_Civil\City\PLYMOUTH\STATION 73 TRIP\CAD\Plan Sheets\TH55-STRM-PlanProfile.dwg April 07, 2025 - 10:20am

No.	Date	Revisions	App.

DRAWING NAME	TH55-STRM-PlanProfile.dwg
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ThreeRivers PARK DISTRICT · Hennepin · Metropolitan Council · Department of Transportation

City of Plymouth
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM

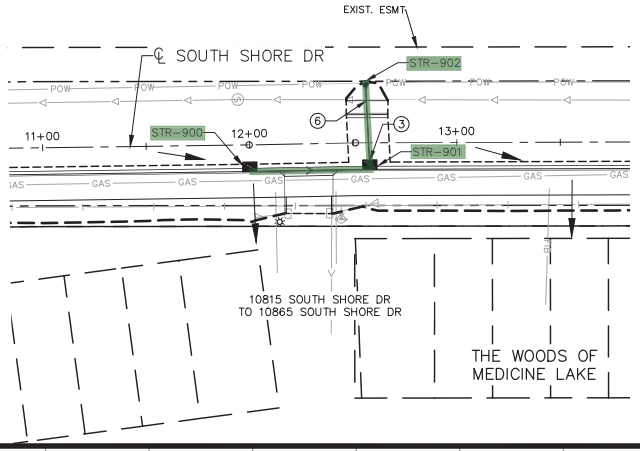
10TH AVENUE N
DRAINAGE PLAN AND PROFILE
STA. 49+00 TO STA. 53+00

CITY PROJECT	ST230003
SP 2723-149 (TH 55), SP 155-010-007, SP 155-080-002, SP 155-090-003, SP 027-673-010, SP 155-020-023, SP 155-169-002	

SHEET NO. 250 / 651

Exhibit C (Drainage Ownership and Maintenance Responsibilities)
PW 26-17-25, CSAH 73, CP 2850700

10806 SOUTH SHORE DR



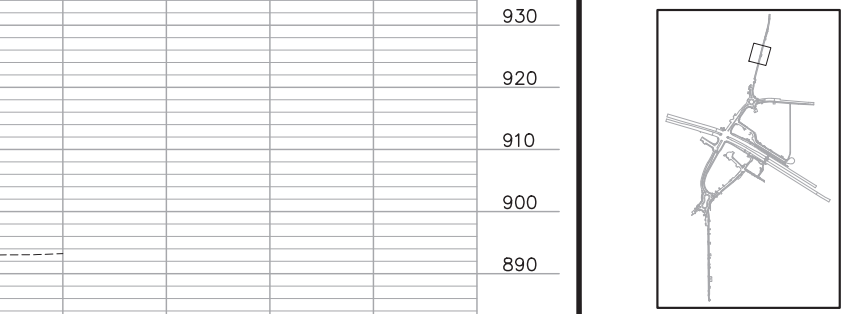
County Ownership and Maintenance
City Ownership and Maintenance
Private Ownership and Maintenance

LEGEND

STR -XXX	STRUCTURE NUMBER
	PROPOSED STORM SEWER
	EXISTING STORM SEWER
	4" PERF TP PIPE DRAIN
	CONSTRUCTION LIMITS
	WETLAND EDGE
	CATCH BASIN
	MANHOLE
	FLARED END SECTION
①	CONNECT INTO EXISTING DRAINAGE STRUCTURE
②	ADJUST FRAME AND RING CASTING
③	SUMP AND SAFL BAFFLE
④	OUTLET CONTROL STRUCTURE
⑤	CONNECT TO EXISTING STORM SEWER
⑥	CROSSING INSULATION SEE SHEET 40 FOR DETAIL
	DRAINAGE FLOW DIRECTION

GENERAL NOTES

1. ALL PIPE MATERIAL RCP UNLESS OTHERWISE NOTED
2. ALL PIPE CLASS V UNLESS OTHERWISE NOTED.



0 5 10 20
VERTICAL

0 15 30 60
HORIZONTAL/PLAN
SCALE IN FEET

No.	Date	Revisions	App.

DRAWING NAME	
TH55-STRM-PlanProfile.dwg	
DESIGNED BY:	JCS
DRAWN BY:	JCS
CHECKED BY:	CBL
DATE:	4/3/2025
PROJECT NO.	160662010

Kimley»Horn
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

CHADD B. LARSON, PE
DATE: 4/3/2025 MN LIC. NO. 41864

ThreeRivers PARK DISTRICT · Hennepin · Metropolitan Council · mn DEPARTMENT OF TRANSPORTATION

City of Plymouth
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM

SOUTH SHORE DR
DRAINAGE PLAN AND PROFILE
STA. 11+00 TO STA. 14+00

CITY PROJECT ST230003

SP 2723-149 (TH 55),
SP 155-010-007, SP 155-080-002,
SP 155-090-003, SP 027-673-010,
SP 155-020-023, SP 155-169-002

SHEET NO. 251 / 651

K:\TMC_Civil\City\PLYMOUTH\STATION 73 TRIP\CAD\Plan Sheets\TH55-STRM-PlanProfile.dwg April 07, 2025 - 10:20am

EXHIBIT D
Project Plan Title Sheet

Docusign Envelope ID: 409A2807-B65A-4AEE-8FF5-5206FA1DC20E

CITY OF PLYMOUTH & MINNESOTA DEPARTMENT OF TRANSPORTATION
STATION 73 - TRANSIT AND REGIONAL IMPROVEMENT PROGRAM

CITY OF PLYMOUTH PROJECT NO. ST230003
COUNTY PROJECT NO. 2850700

CONSTRUCTION PLANS FOR: GRADING, BITUMINOUS SURFACING, ADA IMPROVEMENTS, SIGNAL, LIGHTING, ROUNDABOUTS, RETAINING WALLS, TMS AND PEDESTRIAN UNDERPASSES (BRIDGES No 27X19 & 27X20)

City of Plymouth

LOCATED ON: CSAH 73/10TH AVE/SOUTH SHORE DRIVE FROM 1ST AVE N TO 1100 FEET EAST OF SOUTH SHORE DRIVE

LOCATED ON: TH 55 FROM 1000 FEET WEST OF TH 55 & CSAH 73 TO 2000 FEET EAST OF TH 55 & CSAH 73

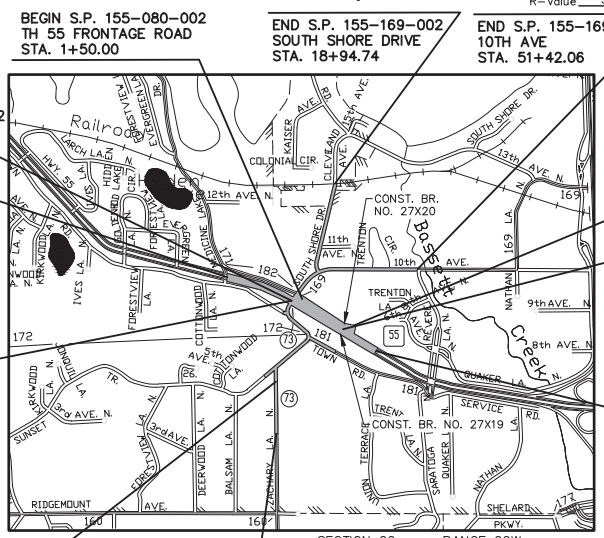
DESIGN DESIGNATION: TH 55
STA. 472+08.79 TO 501+60.60
Functional Classification: PRINCIPAL ARTERIAL
No. of Traffic Lanes = 4 No. of Parking Lanes =
ADT (Current Year) 2025 = 39,000 Design Speed 60 mph
ADT (Future Year) 2045 = 44,400 Based on STOPPING Sight Distance
DHV (Design Hr. Vol.) = Height of eye 3.5 Height of Object 2.0'
D (Directional Distr.) = 50 % Design Speed not achieved at:
T (Heavy Commercial) = 4.50 % STA. TO STA. MPH
R-Value 50 20 YR BESALS 4,700,000 Design Load 10 ton

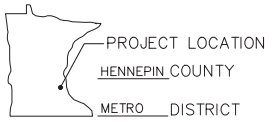
DESIGN DESIGNATION: CSAH 73
STA. 18+48.32 TO 34+50.00
Functional Classification: A-MINOR AUGMENTOR
No. of Traffic Lanes = 2 No. of Parking Lanes =
ADT (Current Year) 2025 = 7,000 Design Speed 35 mph
ADT (Future Year) 2045 = 9,070 Based on STOPPING Sight Distance
DHV (Design Hr. Vol.) = Height of eye 3.5 Height of Object 2.0'
D (Directional Distr.) = 50 % Design Speed not achieved at:
T (Heavy Commercial) = 4.18 % ROUNDABOUT APPROACHES
R-Value 50 20 YR BESALS 1,017,000 Design Load 10 ton

DESIGN DESIGNATION: SOUTH SHORE DRIVE
STA. 34+50.00 TO STA. 51+42.06
Functional Classification: MAJOR COLLECTOR
No. of Traffic Lanes = 2 No. of Parking Lanes =
ADT (Current Year) 2025 = 5,100 Design Speed 30 mph
ADT (Future Year) 2045 = 6,670 Based on STOPPING Sight Distance
DHV (Design Hr. Vol.) = Height of eye 3.5 Height of Object 2.0'
D (Directional Distr.) = 50 % Design Speed not achieved at:
T (Heavy Commercial) = 4.08 % ROUNDABOUT APPROACHES
R-Value 50 20 YR BESALS 715,000 Design Load 10 ton

LEGEND

- EXISTING GATE VALVE
- EXISTING HYDRANT
- EXISTING CURB BOX
- EXISTING WATERMAIN MANHOLE
- EXISTING SANITARY MANHOLE
- EXISTING STORM MANHOLE
- EXISTING GAS MANHOLE
- EXISTING CATCH BASIN
- EXISTING POWER POLE
- SOIL BORING
- EXISTING CABLE TV BOX
- EXISTING TELEPHONE BOX
- EXISTING ELECTRICAL MANHOLE
- EXISTING ELECTRICAL TRANSFORMER
- EXISTING LIGHT POLE
- EXISTING MAILBOX
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING WATERMAIN
- EXISTING CURB AND GUTTER
- EXISTING FIBER OPTIC
- EXISTING GAS MAIN
- EXISTING OVERHEAD POWER/COMMUNICATION
- EXISTING UNDERGROUND POWER
- EXISTING FENCE
- EXISTING RETAINING WALL
- EXISTING TREE
- EXISTING TREE LINE
- EXISTING STREET SIGN
- PROPOSED GATE VALVE
- PROPOSED HYDRANT
- PROPOSED MANHOLE (STORM OR SANITARY)
- PROPOSED CATCH BASIN
- PROPOSED WATERMAIN
- PROPOSED STORM SEWER
- PROPOSED CURB AND GUTTER
- PROPOSED RETAINING WALL
- DRAIN TILE
- EXISTING RIGHT-OF-WAY
- TEMPORARY CONSTRUCTION EASEMENT
- CONSTRUCTION LIMITS
- PERMANENT EASEMENT





END S.P. 155-080-002
TH 55 FRONTAGE ROAD
STA. 13+50.00

END S.P. 155-090-003
UNDERPASS CONNECTION
STA. 18+00.00

END S.P. 2723-149
END S.P. 155-010-007
EB TH 55
STA. 501+60.60

AGREEMENT NO. 1058416
CITY OF PLYMOUTH
S.P. 2723-149 (TH=188)
STATE FUNDS
METRO DISTRICT

PLAN SET SCALES

LOCATION MAP 0 500 1000 2000
ALIGNMENT 0 50 100 200
PLAN 0 10 20 40
PROFILE 0 2.5 5 10
CROSS-SECTIONS HORIZONTAL 0 5 10 20
CROSS-SECTIONS VERTICAL 0 2.5 5 10

TH 55
GROSS LENGTH 2951.81 FEET 0.559 MILES
BRIDGE LENGTH 161.43 FEET 0.031 MILES
EXCEPTION LENGTH ___ FEET ___ MILES
NET LENGTH 2951.81 FEET 0.559 MILES
REF. POINT 182+00.036 TO REF. POINT 183+00.400

CSAH 73
GROSS LENGTH 1601.68 FEET 0.303 MILES
EXCEPTION LENGTH ___ FEET ___ MILES
NET LENGTH 1601.68 FEET 0.303 MILES

SOUTH SHORE DR
GROSS LENGTH 1692.06 FEET 0.320 MILES
EXCEPTION LENGTH ___ FEET ___ MILES
NET LENGTH 1692.06 FEET 0.320 MILES

DESIGN DESIGNATION: TRAIL
Functional Classification: TRAIL
Design Speed 20 mph
Based on STOPPING Sight Distance
Height of eye 4.5' Height of Object 0.0'
Design Speed not achieved at:

NOTE:
THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINE FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES".

THE EXACT LOCATION OF UNDERGROUND UTILITIES SHOWN IN THIS PLAN SET ARE UNKNOWN. THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE PRIOR TO STARTING ANY EXCAVATION.

GOPHER STATE ONE CALL SYSTEM.....1-800-252-1166

PLAN REVISIONS

DATE	SHEET NO.	APPROVED BY

MINN PROJ. NO RAISE-STBG 2725 (021)

GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE THE LATEST MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS."

THE LATEST EDITION OF THE MnDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION IS FURTHER AMENDED BY THE 2018 EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA STANDARD SPECIFICATIONS. THE LATEST EDITIONS OF THE MnDOT AND CITY ENGINEERS ASSOCIATION OF MINNESOTA STANDARD SPECIFICATIONS ARE AMENDED BY THE CITY OF PLYMOUTH SPECIFICATIONS FOR CONSTRUCTION.

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2 - 6	STATEMENT OF ESTIMATED QUANTITIES
7	GENERAL LAYOUT
8	GENERAL NOTES
9 - 14	EARTHWORK TABULATIONS
15 - 29	INPLACE UTILITY TABULATIONS
30 - 34	TABULATIONS
35 - 40	CITY OF PLYMOUTH STANDARD PLATES
41 - 106	MnDOT STANDARD PLANS
107 - 122	TYPICAL SECTIONS
123 - 126	CONSTRUCTION DETAILS
127 - 149	ALIGNMENT PLAN AND TABULATIONS
150 - 166	TRAFFIC CONTROL PLANS
167 - 184	INPLACE CONDITION PLAN
185 - 187	STORM WATER POLLUTION PREVENTION PLAN
188 - 209	EROSION CONTROL AND TURF ESTABLISHMENT PLAN
210 - 232	REMOVAL PLAN
233 - 259	DRAINAGE PLAN
260 - 271	WATERMAIN & SANITARY SEWER PLAN AND PROFILE
272 - 311	STREET CONSTRUCTION PLAN AND PROFILE
312 - 316	GRADING PLAN
317 - 318	SURCHARGE PLAN
319 - 328	INTERSECTION DETAIL PLANS
329 - 330	SUPERELEVATION PLANS
331 - 354	BOX CULVERT PLAN
355 - 407	RETAINING WALL PLAN
408 - 423	LIGHTING AND FIBER OPTIC PLAN
424 - 492	SIGNING AND PAVEMENT MARKING PLAN
493 - 509	TRAFFIC SIGNAL PLAN
510 - 562	LANDSCAPE PLANS AND DETAILS
635 - 651	TRAFFIC MANAGEMENT SYSTEM PLAN
X1 - X89	CROSS SECTIONS

SHEETS 563 - 634 HAVE BEEN DELETED

THIS PLAN SET CONTAINS 668 SHEETS

Kimley»Horn

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE 4/3/2025 LIC. NO. 41864

ENGINEER Chadd B. Larson — Digitally signed by Chadd Larson DN: E=US, E=chadd.larson@kimley-horn.com, O=Kimley-Horn, CN=Chadd Larson Date: 2025.04.07 08:20:25-05'00'

CHADD B. LARSON, PE

APPROVED Michael Payne 2025.04.04 09:28:33-05'00' 2025
CITY OF PLYMOUTH ENGINEER

APPROVED Carla J. Stueve Digitally signed by Carla J. Stueve Date: 2025.04.04 10:28:35 -05'00' 2025
HENNEPIN COUNTY: COUNTY HIGHWAY ENGINEER

RECOMMENDED FOR APPROVAL Jessica J. Trboyevich Digitally signed by Jessica J. Trboyevich Date: 2025.04.04 10:05:22 -05'00' 2025
DIVISION ENGINEER

APPROVED Signed by: Joshua C Bowe 7606C3453600404... 2025
DISTRICT ENGINEER

Dan Erickson Digitally signed by Dan Erickson Date: 2025.04.08 16:11:14 -05'00' 2025
DISTRICT STATE AID ENGINEER: REVIEWED PLAN FOR COMPLIANCE WITH STATE AND FEDERAL AID RULES/POLICY

Dan Erickson Digitally signed by Dan Erickson Date: 2025.04.08 16:11:38 -05'00' 2025
APPROVED FOR STATE AND/OR FEDERAL AID FUNDING: FOR STATE AID ENGINEER

OFFICE OF LAND MANAGEMENT APPROVAL Julie Groetsch Digitally signed by Julie Groetsch Date: 2025.04.17 08:17:08 -05'00' 2025
FOR DIRECTOR, LAND MANAGEMENT

APPROVED Tom Styrbicki Digitally signed by Tom Styrbicki Date: 2025.04.17 10:54:49 -05'00' 2025
STATE DESIGN ENGINEER

EXHIBIT D

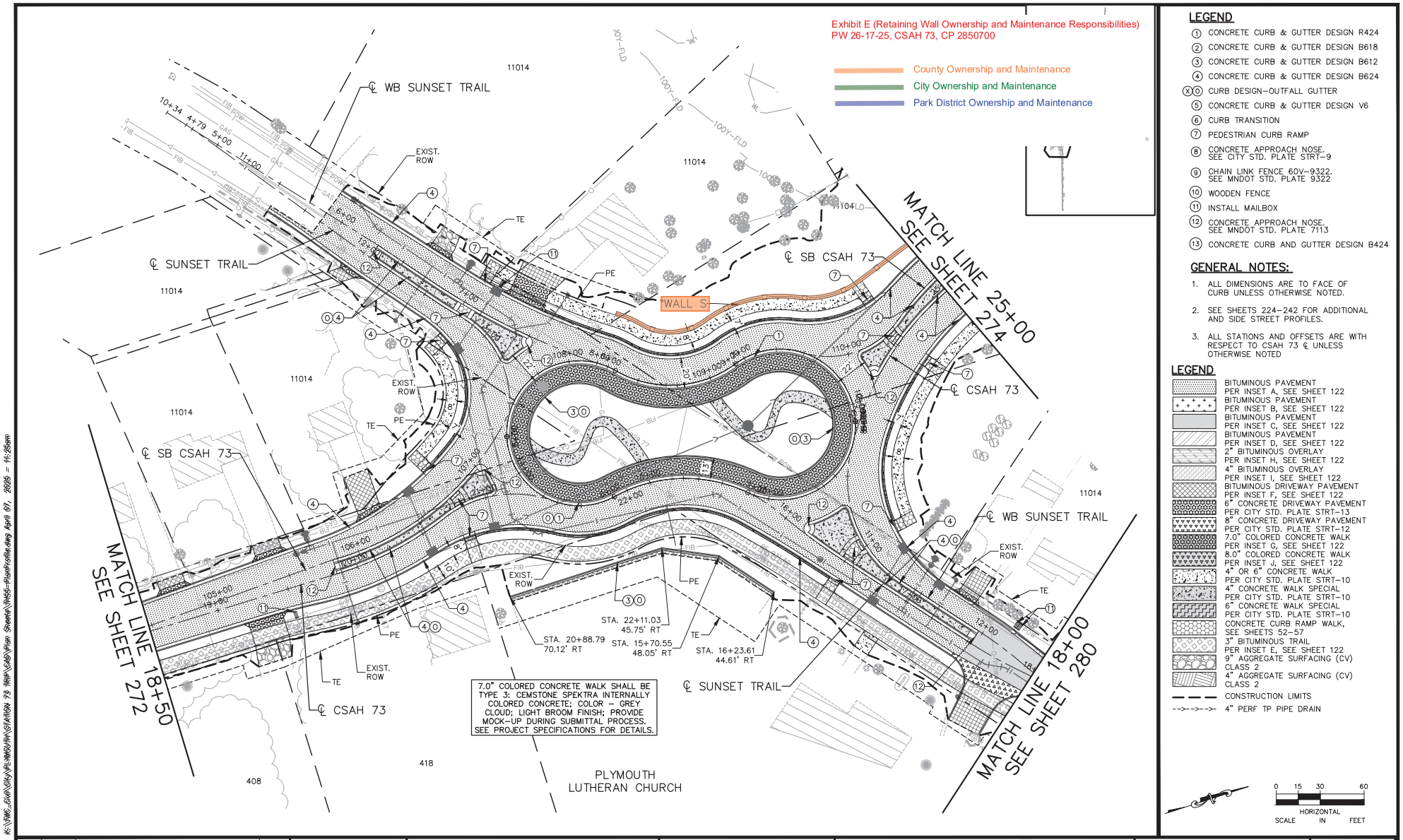
TITLE SHEET

SP 155-090-003, SP 027-673-010, SP 155-020-023, SP 155-169-002
STATE PROJ. NO. SP 2723-149 (TH 55=188), SP 155-010-007, SP 155-080-002, SHEET NO. 1 OF 651 SHEETS

K:\TWC_Civil\City\PLYMOUTH\STATION 73 TRIP\CAD\Plan Sheets\TH55-CV01.dwg April 03, 2025 - 3:03pm

EXHIBIT E

Retaining Wall Ownership and Maintenance Responsibilities



LEGEND

1. CONCRETE CURB & GUTTER DESIGN R424
2. CONCRETE CURB & GUTTER DESIGN B618
3. CONCRETE CURB & GUTTER DESIGN B612
4. CONCRETE CURB & GUTTER DESIGN B624
- (X)(0) CURB DESIGN–OUTFALL GUTTER
5. CONCRETE CURB & GUTTER DESIGN V6
6. CURB TRANSITION
7. PEDESTRIAN CURB RAMP
8. CONCRETE APPROACH NOSE. SEE CITY STD. PLATE STRT-9
9. CHAIN LINK FENCE 60V-9322. SEE MNDOT STD. PLATE 9322
10. WOODEN FENCE
11. INSTALL MAILBOX
12. CONCRETE APPROACH NOSE. SEE MNDOT STD. PLATE 7113
13. CONCRETE CURB AND GUTTER DESIGN B424

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. SEE SHEETS 224-242 FOR ADDITIONAL AND SIDE STREET PROFILES.
3. ALL STATIONS AND OFFSETS ARE WITH RESPECT TO CSAH 73 ℄ UNLESS OTHERWISE NOTED

LEGEND

- BITUMINOUS PAVEMENT PER INSET A, SEE SHEET 122
- BITUMINOUS PAVEMENT PER INSET B, SEE SHEET 122
- BITUMINOUS PAVEMENT PER INSET C, SEE SHEET 122
- BITUMINOUS PAVEMENT PER INSET D, SEE SHEET 122
- 2" BITUMINOUS OVERLAY PER INSET H, SEE SHEET 122
- 4" BITUMINOUS OVERLAY PER INSET I, SEE SHEET 122
- BITUMINOUS DRIVEWAY PAVEMENT PER INSET F, SEE SHEET 122
- 6" CONCRETE DRIVEWAY PAVEMENT PER CITY STD. PLATE STRT-13
- 8" CONCRETE DRIVEWAY PAVEMENT PER CITY STD. PLATE STRT-12
- 7.0" COLORED CONCRETE WALK PER INSET G, SEE SHEET 122
- 8.0" COLORED CONCRETE WALK PER INSET J, SEE SHEET 122
- 4" OR 6" CONCRETE WALK PER CITY STD. PLATE STRT-10
- 4" CONCRETE WALK SPECIAL PER CITY STD. PLATE STRT-10
- 6" CONCRETE WALK SPECIAL PER CITY STD. PLATE STRT-10
- CONCRETE CURB RAMP WALK, SEE SHEETS 52-57
- 3" BITUMINOUS TRAIL PER INSET E, SEE SHEET 122
- 9" AGGREGATE SURFACING (CV) CLASS 2
- 4" AGGREGATE SURFACING (CV) CLASS 2
- CONSTRUCTION LIMITS
- 4" PERF TP PIPE DRAIN

0 15 30 60
HORIZONTAL SCALE IN FEET

K:\TW6_GVar\GRdy\PLYMOUTH\STATION 73 TRP\CAD\Plan Sheets\TH55-PlanProfile.dwg April 07, 2025 - 11:25am

No.	Date	Revisions	App.

DRAWING NAME	TH55-PlanProfile.dwg
DESIGNED BY:	RJG
DRAWN BY:	RJG
CHECKED BY:	KTI
DATE:	4/3/2025
PROJECT NO.	160662010

Kimley»Horn
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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CHADD B. LARSON, PE
DATE: 4/3/2025 MN LIC. NO. 41864

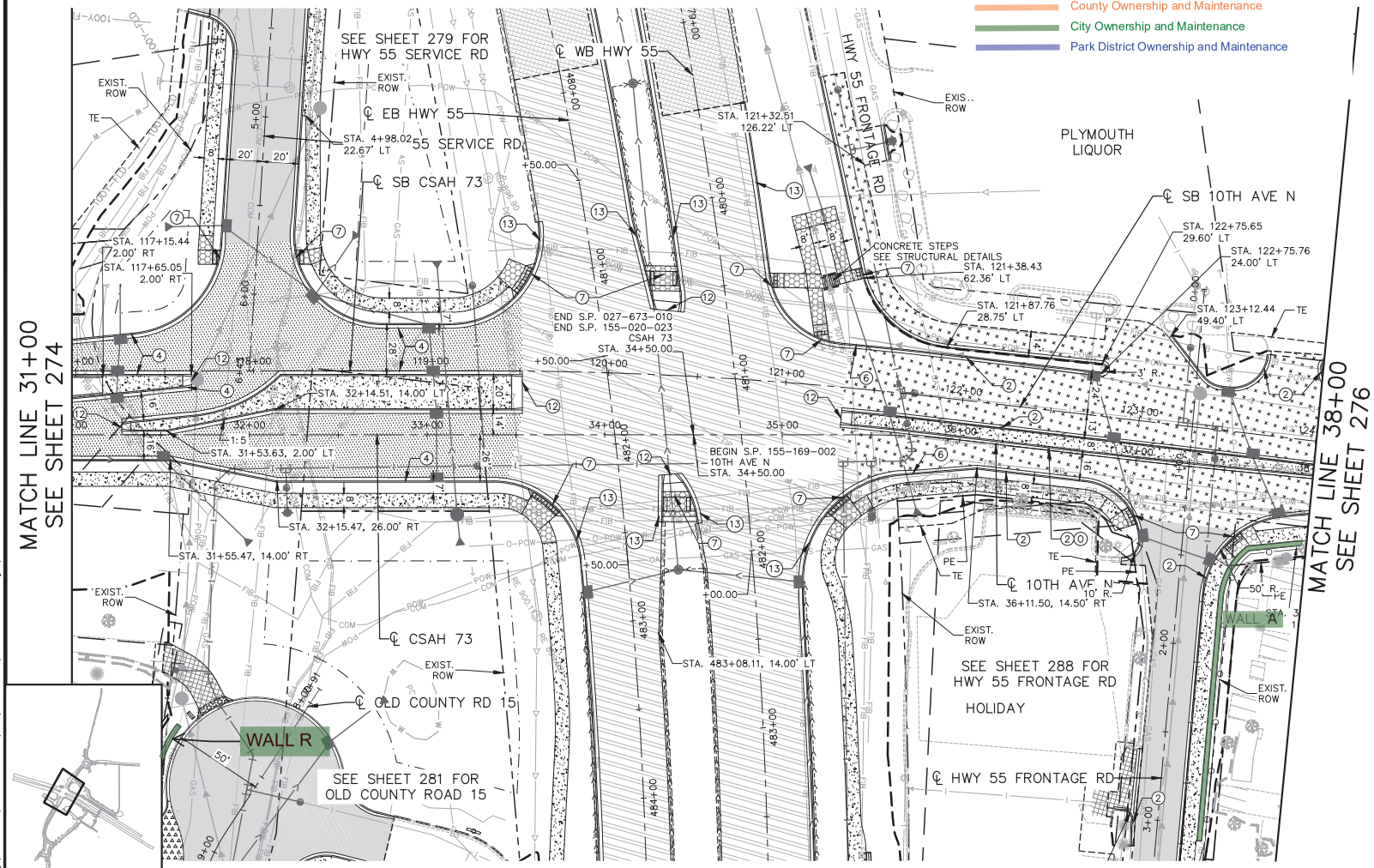
ThreeRivers PARK DISTRICT · Hennepin · Metropolitan Council · Department of Transportation

City of Plymouth
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM
CSAH 73
CONSTRUCTION PLAN
STA. 18+50 TO STA. 25+00

CITY PROJECT	ST230003
SP 2723-149 (TH 55), SP 155-010-007, SP 155-080-002, SP 155-090-003, SP 027-673-010, SP 155-020-023, SP 155-169-002	

SHEET NO. 273 / 651

Exhibit E (Retaining Wall Ownership and Maintenance Responsibilities)
PW 26-17-25, CSAH 73, CP 2850700



LEGEND

1. CONCRETE CURB & GUTTER DESIGN R424
2. CONCRETE CURB & GUTTER DESIGN B618
3. CONCRETE CURB & GUTTER DESIGN B612
4. CONCRETE CURB & GUTTER DESIGN B624
5. CURB DESIGN–OUTFALL GUTTER
6. CONCRETE CURB & GUTTER DESIGN V6
7. CURB TRANSITION
8. PEDESTRIAN CURB RAMP
9. CONCRETE APPROACH NOSE. SEE CITY STD. PLATE STRT–9
10. CHAIN LINK FENCE 60V–9322. SEE MNDOT STD. PLATE 9322
11. WOODEN FENCE
12. INSTALL MAILBOX
13. CONCRETE APPROACH NOSE. SEE MNDOT STD. PLATE 7113
14. CONCRETE CURB AND GUTTER DESIGN B424

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. SEE SHEETS 224–242 FOR ADDITIONAL AND SIDE STREET PROFILES.
3. ALL STATIONS AND OFFSETS ARE WITH RESPECT TO CSAH 73 ℄ UNLESS OTHERWISE NOTED

LEGEND

- BITUMINOUS PAVEMENT PER INSET A, SEE SHEET 122
- BITUMINOUS PAVEMENT PER INSET B, SEE SHEET 122
- BITUMINOUS PAVEMENT PER INSET C, SEE SHEET 122
- BITUMINOUS PAVEMENT PER INSET D, SEE SHEET 122
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- 4" CONCRETE WALK SPECIAL PER CITY STD. PLATE STRT–10
- 6" CONCRETE WALK SPECIAL PER CITY STD. PLATE STRT–10
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- 3" BITUMINOUS TRAIL PER INSET E, SEE SHEET 122
- 9" AGGREGATE SURFACING (CV) CLASS 2
- 4" AGGREGATE SURFACING (CV) CLASS 2
- CONSTRUCTION LIMITS
- 4" PERF TP PIPE DRAIN

0 15 30 60
HORIZONTAL SCALE IN FEET

K:\TWC_Civil\Cities\Plymouth\STATION 73 TRNP\CSAH\Plan Sheets\TH55-PlanProfile.dwg April 07, 2025 - 11:26am

No.	Date	Revisions	App.

DRAWING NAME	TH55-PlanProfile.dwg
DESIGNED BY:	RJG
DRAWN BY:	RJG
CHECKED BY:	KTI
DATE:	4/3/2025
PROJECT NO.	160662010

Kimley»Horn
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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CHADD B. LARSON, PE
DATE: 4/3/2025 MN LIC. NO. 41864

ThreeRivers PARK DISTRICT · Hennepin · Metropolitan Council · mn DEPARTMENT OF TRANSPORTATION

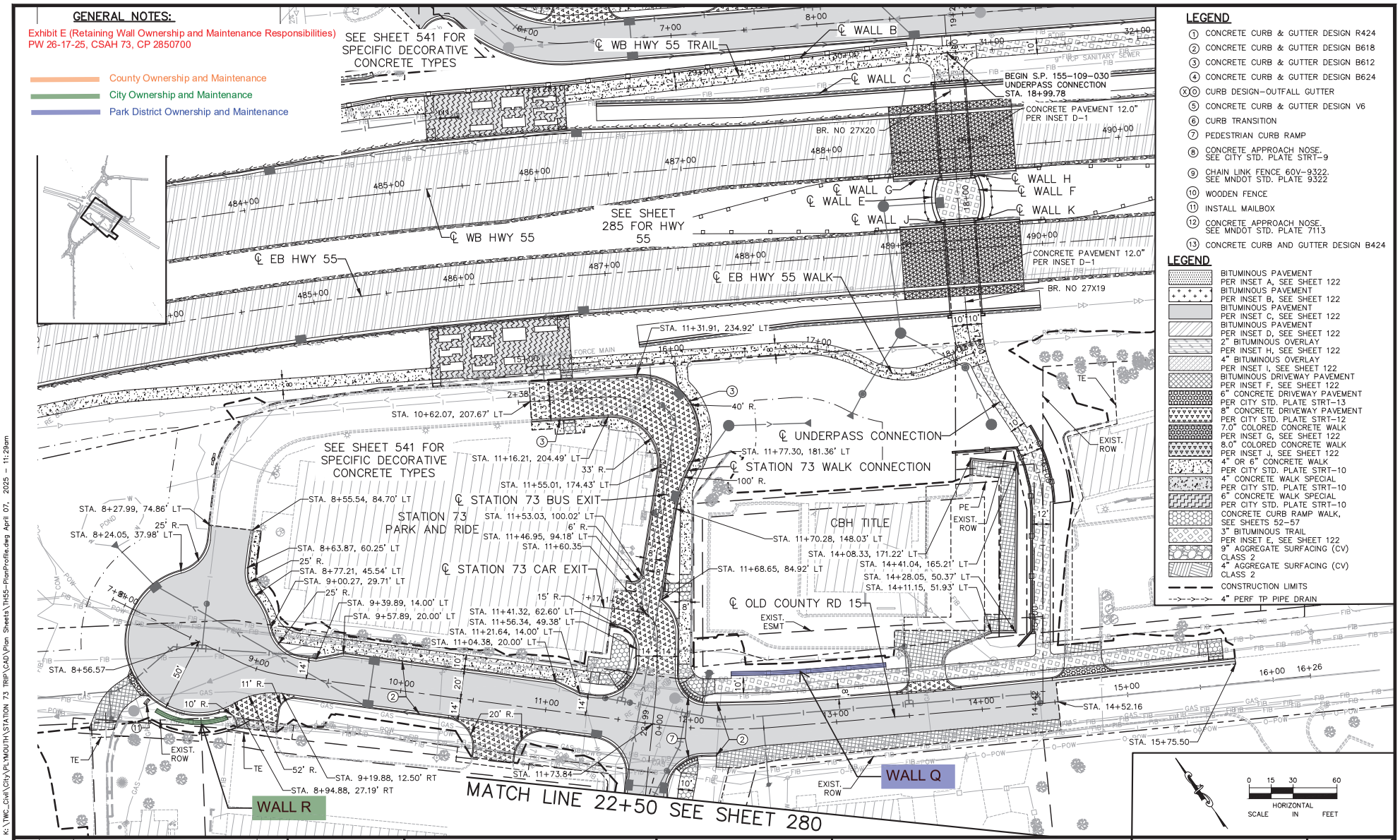
City of Plymouth

STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM

CSAH 73/10TH AVE N
CONSTRUCTION PLAN
STA. 31+00 TO STA. 38+00

CITY PROJECT	ST230003
SP 2723-149 (TH 55), SP 155-010-007, SP 155-080-002, SP 155-090-003, SP 027-673-010, SP 155-020-023, SP 155-169-002	

SHEET NO. 275 / 651



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No.	Date	Revisions	App.

DRAWING NAME	TH55-PlanProfile.dwg
DESIGNED BY:	RJG
DRAWN BY:	RJG
CHECKED BY:	KTI
DATE:	4/3/2025
PROJECT NO.	160662010

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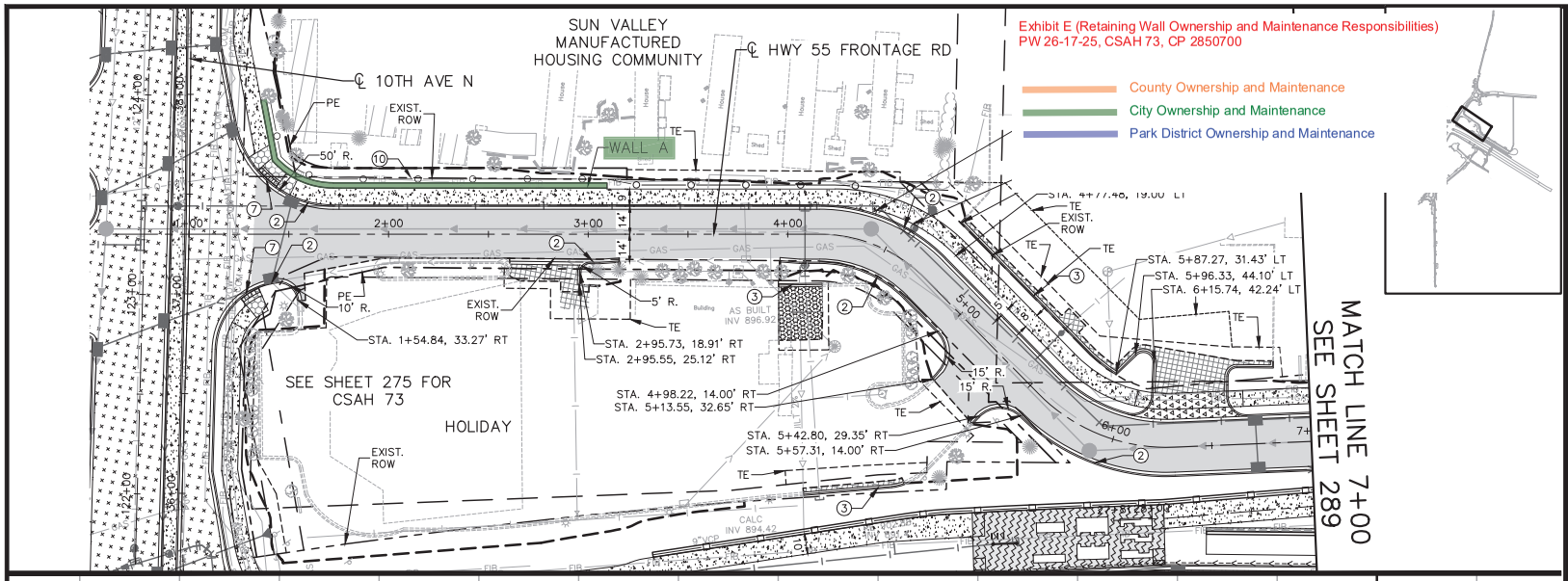
CHADD B. LARSON, PE
DATE: 4/3/2025 MN LIC. NO. 41864

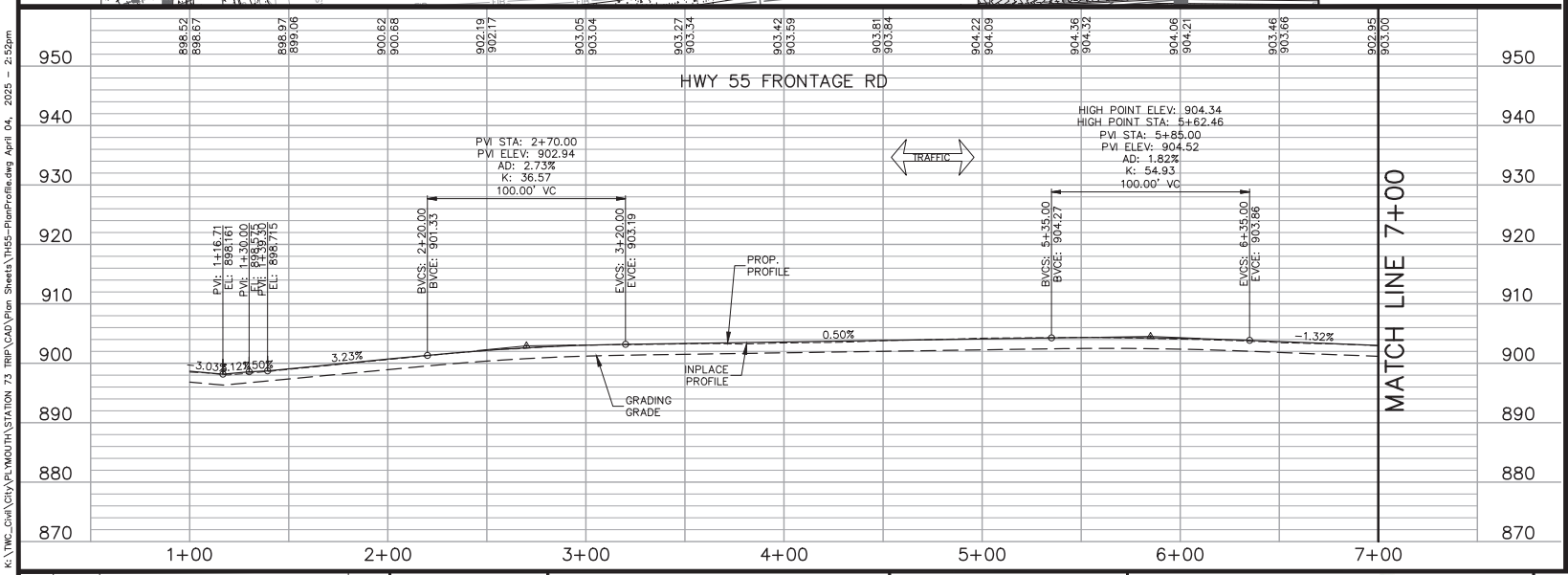
ThreeRivers PARK DISTRICT · Hennepin · Metropolitan Council · mn DEPARTMENT OF TRANSPORTATION

City of Plymouth
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM
OLD COUNTY ROAD 15 CONSTRUCTION PLAN

CITY PROJECT	ST230003
SP 2723-149 (TH 55), SP 155-010-007, SP 155-080-002, SP 155-090-003, SP 027-673-010, SP 155-020-023, SP 155-169-002	

SHEET NO. 281 / 651





LEGEND

1. CONCRETE CURB & GUTTER DESIGN R424
2. CONCRETE CURB & GUTTER DESIGN B618
3. CONCRETE CURB & GUTTER DESIGN B612
4. CONCRETE CURB & GUTTER DESIGN B624
- (X)(O) CURB DESIGN–OUTFALL GUTTER
5. CONCRETE CURB & GUTTER DESIGN V6
6. CURB TRANSITION
7. PEDESTRIAN CURB RAMP
8. CONCRETE APPROACH NOSE. SEE CITY STD. PLATE STRT–9
9. CHAIN LINK FENCE 60V–9322. SEE MNDOT STD. PLATE 9322
10. WOODEN FENCE
11. INSTALL MAILBOX
12. CONCRETE APPROACH NOSE. SEE MNDOT STD. PLATE 7113
13. CONCRETE CURB AND GUTTER DESIGN B424

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. SEE SHEETS 224–242 FOR ADDITIONAL AND SIDE STREET PROFILES.
3. ALL STATIONS AND OFFSETS ARE WITH RESPECT TO HWY 55 FRONTAGE RD ℄ UNLESS OTHERWISE NOTED

LEGEND

- BITUMINOUS PAVEMENT PER INSET A, SEE SHEET 122
- BITUMINOUS PAVEMENT PER INSET B, SEE SHEET 122
- BITUMINOUS PAVEMENT PER INSET C, SEE SHEET 122
- BITUMINOUS PAVEMENT PER INSET D, SEE SHEET 122
- 2" BITUMINOUS OVERLAY PER INSET H, SEE SHEET 122
- 4" BITUMINOUS OVERLAY PER INSET I, SEE SHEET 122
- BITUMINOUS DRIVEWAY PAVEMENT PER INSET F, SEE SHEET 122
- 6" CONCRETE DRIVEWAY PAVEMENT PER CITY STD. PLATE STRT–13
- 8" CONCRETE DRIVEWAY PAVEMENT PER CITY STD. PLATE STRT–12
- 7.0" COLORED CONCRETE WALK PER INSET G, SEE SHEET 122
- 8.0" COLORED CONCRETE WALK PER INSET J, SEE SHEET 122
- 4" OR 6" CONCRETE WALK PER CITY STD. PLATE STRT–10
- 4" CONCRETE WALK SPECIAL PER CITY STD. PLATE STRT–10
- 6" CONCRETE WALK SPECIAL PER CITY STD. PLATE STRT–10
- CONCRETE CURB RAMP WALK, SEE SHEETS 52–57
- 3" BITUMINOUS TRAIL PER INSET E, SEE SHEET 122
- 9" AGGREGATE SURFACING (CV) CLASS 2
- 4" AGGREGATE SURFACING (CV) CLASS 2
- CONSTRUCTION LIMITS
- 4" PERF TP PIPE DRAIN

0 5 10 20 VERTICAL
0 15 30 60 HORIZONTAL
SCALE IN FEET

No.	Date	Revisions	App.

DRAWING NAME	TH55–PlanProfile.dwg
DESIGNED BY:	RJG
DRAWN BY:	RJG
CHECKED BY:	KTI
DATE:	4/3/2025
PROJECT NO.	160662010

Kimley»Horn
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651–645–4197
WWW.KIMLEY–HORN.COM

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
CHADD B. LARSON, PE
DATE: 4/3/2025 MN LIC. NO. 41864

City of Plymouth
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM
HWY 55 FRONTAGE RD
PLAN AND PROFILE
STA. 1+00 TO STA. 7+00

CITY PROJECT ST230003
SP 2723–149 (TH 55),
SP 155–010–007, SP 155–080–002,
SP 155–090–003, SP 027–673–010,
SP 155–020–023, SP 155–169–002

SHEET NO. 288 / 651

K:\TWC_Civil\City\PLYMOUTH\STATION 73 TRIP\CAD\Plan Sheets\TH55–PlanProfile.dwg April 04, 2025 – 2:52pm

CITY OF PLYMOUTH

RESOLUTION NO. 2026-

RESOLUTION APPROVING COOPERATIVE AGREEMENT FOR THE STATION 73 TRIP PROJECT (ST230003)

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

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

WHEREAS, the city previously entered into a four-party agreement (Contract No. 1052068) between MnDOT, Hennepin County, and Three Rivers Park District that outlined each party's ownership, financial and maintenance responsibilities for improvements made within MnDOT right of way; and

WHEREAS, Agreement No. PW 26-17-25 is a three-party agreement between the City of Plymouth, Three Rivers Park District and Hennepin County; and

WHEREAS, this agreement outlines each party's ownership, financial and maintenance responsibilities for the project otherwise not defined in the four-party agreement (Contract No. 1052068).

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

1. Agreement No. PW 26-17-25 between Hennepin County, Three Rivers Park District and the City of Plymouth is approved.

2. The Mayor and City Manager are authorized to execute the Agreement and any amendments to the Agreement.

APPROVED by the City Council this 28th day of July, 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 July 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

Regular City Council
July 28, 2026
Agenda Number: 6.5

To:	Dave Callister, City Manager
Prepared by:	Sonya Rippe, Project Supervisor
Reviewed by:	Jennifer Tomlinson, Parks and Recreation Director
Item:	**Approve the Eagle Lake Regional Trail Cooperative Agreement with Three Rivers Park District**

1. Action Requested:

Adopt the attached resolution approving the Eagle Lake Regional Trail Cooperative Agreement and with Three Rivers Park District.

2. Background:

In 2019, Three Rivers Park District worked with its focus cities to gather public input and identify a proposed north-south regional trail route between Eagle Lake Regional Park in Plymouth and Bryant Lake Regional Park in Eden Prairie. From June 2020 to March 2021, Three Rivers expanded upon this work by engaging residents along the proposed route and neighboring communities.

The proposed agreement provides for Three Rivers Park District to reimburse the City of Plymouth up to $500,000 for the regional trail improvements along Zachary Lane between 36th Avenue and Rockford Road as part of Plymouth's 2026 Street Rehabilitation Project.

Staff from the City of Plymouth and Three Rivers Park District, along with their respective legal counsel, have reviewed the proposed agreement and incorporated the necessary changes and recommendations. The Three Rivers Park District Board of Commissioners approved the agreement at their July 16, 2026, board meeting.

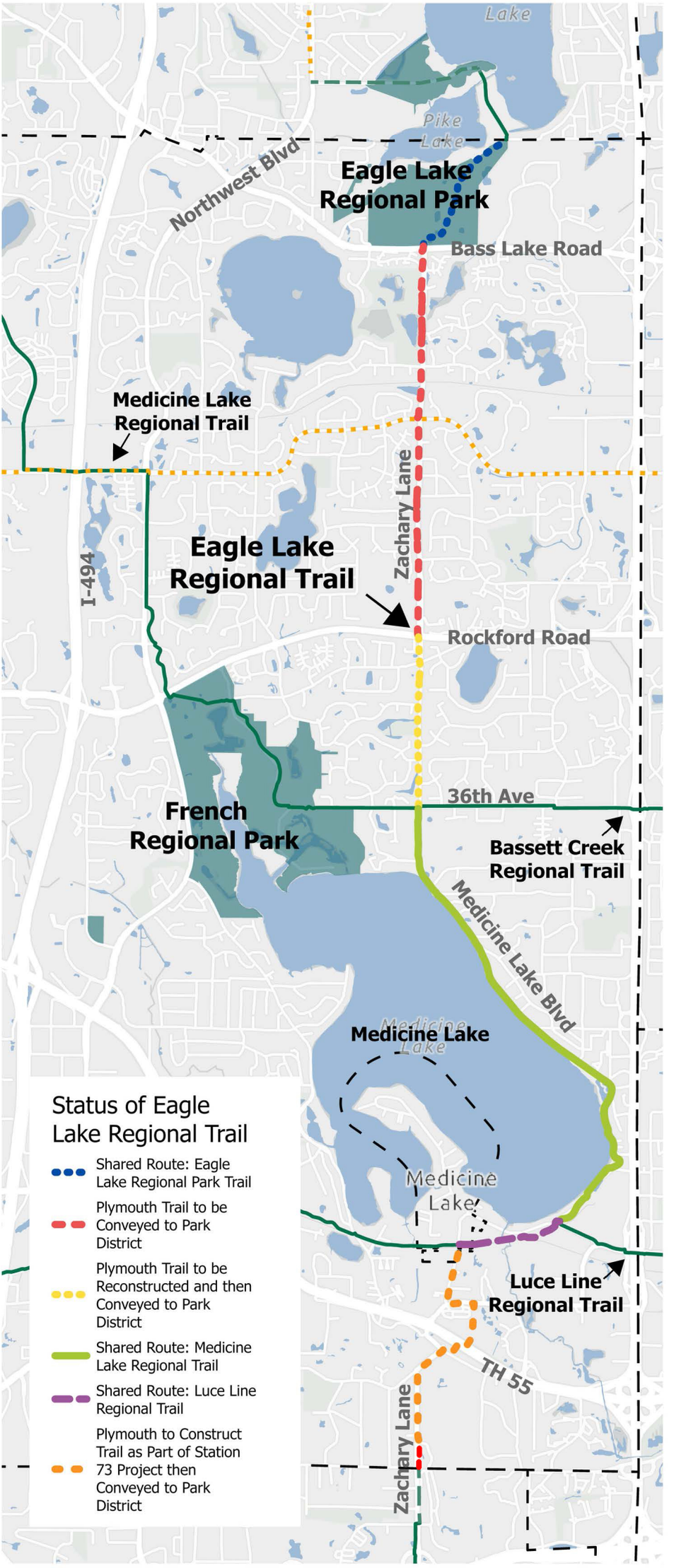
City staff will continue to coordinate the conveyance of the associated property rights and the regional trail to Three Rivers Park District later this year following completion of construction.

3. Budget Impact:

Three Rivers Park District will contribute up to $500,000 towards trail improvements along Zachary Lane as part of Plymouth's 2026 Street Rehabilitation Project (ST269002).

4. Attachments:

1. Trail corridor map
2. Cooperative agreement
3. Resolution



Eagle Lake Regional Trail

N

0 0.5 1 2 Miles

CITY OF PLYMOUTH
AND
THREE RIVERS PARK DISTRICT

EAGLE LAKE REGIONAL TRAIL
COOPERATIVE AGREEMENT

THIS EAGLE LAKE REGIONAL TRAIL COOPERATIVE AGREEMENT (the "Agreement") is made and entered into this ___ day of _____ 2026, by and between the **THREE RIVERS PARK DISTRICT**, a body corporate and politic and a political subdivision of the State of Minnesota ("Park District"), and the **CITY OF PLYMOUTH**, a Minnesota municipal corporation ("City").

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

WHEREAS, City and Park District support the regional trail system within the City, and specifically, the Eagle Lake Regional Trail ("Regional Trail") corridor connecting Elm Creek Park Reserve with the Lake Minnetonka Regional Trail; and

WHEREAS, the Regional Trail through the City is in various states of completion, ownership, and operation and maintenance responsibilities; and

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

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

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

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

A. Regional Trail Route and Status. The Regional Trail route and status is shown on **Exhibit A**. Both parties agree minor changes to the Regional Trail route are allowable in order to best capitalize on opportunities to secure property rights, reconstruct the trail, create a high-quality regional trail corridor, improve safety, be fiscally responsible, or similar. Substantial changes in the route must be approved by both parties and may require a public engagement process.

B. Property Rights. City shall convey to Park District permanent property rights for purposes of establishing and maintaining a continuous and contiguous regional trail corridor where City has rights to do so and where Park District does not already have rights in place after the completion of the Zachary Lane reconstruction work (See Paragraph D) and Station 73 Project (See Paragraph Eiii).

City may fulfill this responsibility through public trailway easements, fee title, or permanent irrevocable permit or any combination thereof (individually and collectively referred to hereafter as 'Easement') provided that a permanent irrevocable permit and license shall only be used in situations where City does not have an interest in real property but does have the legal authority to construct, maintain, and operate sidewalks, trails, and other such public ways within the permit area. Non-fee title property rights (i.e. easements and permits) conveyance documents shall adhere to typical Property Rights Agreement (in the general form attached hereto as **Exhibit B**), subject to existing encumbrances, unless otherwise agreed upon by both parties. Park District shall not be responsible to reimburse City for acquisition of property rights it already holds. The Park District shall be responsible for all costs necessary to acquire easement holder consents for the easement recorded with the Hennepin County Recorder's Office as Doc No. 2424092 as amended by Doc. No. 5373038 to be granted under this Agreement for PID No. 14-118-22-110006.

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

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

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

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

C. <u>Design, Construction and Reconstruction</u>. Design, construction and reconstruction of the Regional Trail and associated structures and road crossings shall be in accordance with the Typical Trail Sections (**Exhibit C**) and standards and guidelines adopted by the Park District. The Park District will have final discretion over Regional Trail and safe crossing design and the interpretation and execution of engineering best practices.

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

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

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

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

Park District may, at its reasonable discretion, withhold reimbursement for construction costs as provided by this Agreement for construction of the Regional Trail and related structures completed prior to Park District issuance of Notice to Proceed to City. Park District will issue a Notice to Proceed following (1) conveyance to Park District of Easements in accordance with Section B – ("Property Rights of this Agreement"), and (2) Park District approval of

construction plans, specifications, and costs for Regional Trail and related structures.

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

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

D. **Zachary Lane.** The City or its designee shall be responsible for the design and reconstruction of the Regional Trail segment along Zachary Lane between 36th Avenue and Rockford Road ("2026 Street Rehabilitation Project") in 2026 in accordance with Section Cii of this Agreement. The Park District's cost participation for the 2026 Street Rehabilitation Project shall not exceed $500,000 with reimbursement occurring after substantial completion of the 2026 Street Rehabilitation Project. Any costs exceeding the Park District's cost participation shall be borne by the City.

City shall continue to own, operate and maintain the entire Zachary Lane trail segment between 36th Avenue and Bass Lake Road including and until completion of the 2026 Street Rehabilitation Project segment at which time the City will convey the associated Easement (anticipated in fall 2026) and the Park District will assume the associated ownership, operation and maintenance responsibilities in accordance with this Agreement.

E. **Related Agreements between the Parties.** This Agreement in partnership with the Agreements listed below outline the entire understanding between the City and Park District regarding the Regional Trail. To the extent any terms or conditions of previous agreements between the City and Park District relating to the Regional Trail are inconsistent with this Agreement, the terms and conditions of this Agreement shall control.

i. **Medicine Lake Regional Trail.** The July 22, 2025 City of Plymouth and Three Rivers Park District Medicine Lake Regional Trail Cooperative Agreement ("Medicine Lake Agreement") covers the shared Regional Trail segment with the Luce Line Regional Trail as shown on Exhibit A. Should the Medicine Lake Agreement be terminated or become null and void for any reason, this Agreement shall apply to the shared Medicine Lake Regional Trail segment and any associated property rights conveyed to the Park District from the City for regional trail purposes shall remain in place in accordance with Section B of this Agreement.

ii. **Luce Line Regional Trail.** The June 23, 2020 City of Plymouth and Three Rivers Park District Luce Line Regional Trail Cooperative Agreement ("Luce Line Agreement") covers the shared Regional Trail segment with the Luce Line Regional Trail as shown on Exhibit A. Should the Luce Line Agreement be terminated or become null and void for any reason, this Agreement shall apply to the shared Luce Line Regional Trail segment and any associated property rights conveyed to the Park District from the City for regional trail purposes shall remain in place in accordance with Section B of this Agreement.

iii. **Station 73 Project.** The Park District, City, Hennepin County, and MnDOT have been working collaboratively to acquire right-of-way, design, and construct the Regional Trail generally between the Luce Line Regional Trail and City's south border ("Station 73 Project") as shown on Exhibit A. The roles and responsibilities of each party for the Station 73 Project Regional Trail segment are outlined in the agreements below. However, should any of the below agreements be terminated or become null and void for any reason, this Agreement shall apply to the Station 73 Regional Trail segment and any associated property rights conveyed to the Park District from the City for regional trail purposes shall remain in place in accordance with Section B of this Agreement.

a. January 26, 2024 City of Plymouth and Three Rivers Park District Property Agent Agreement
b. June 2, 2025 Station 73 Minnesota Department of Transportation and City of Plymouth and Hennepin County and Three Rivers Cooperative Agreement (MnDOT Contract No. 1058416; County Contract No. PW-02-40-25; and City Contract No. ST230003)
c. Construction Cooperative Agreement (Agreement No. PW 26-17-25 and County Project No. 2850700 & 1006393)

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

G. Inconsistent Rights. The City, for itself, its successors and assigns, hereby covenants that it will not construct nor grant others the right to construct any structures or improvements within the Easement areas, which are inconsistent with the rights and interests herein granted to Park District.

H. <u>Operation and Maintenance</u>. Upon fulfillment of Paragraph B, the Park District and its agents and licensees shall have the sole and exclusive right and authority to operate, maintain and control the Regional Trail and to establish rules and regulations governing its use to the extent not in conflict with ordinances of the City.

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

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

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

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

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

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

The party responsible for trail design, construction and/or reconstruction shall provide all trail regulatory signs as prescribed by the Minnesota Manual on Uniform Traffic Control Devices (Mn MUTCD), as a part of the design and construction of the Trail. Park District shall be responsible for the maintenance of regulatory signs post-construction at Park District expense.

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

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

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

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

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

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

O. Amendment, Modification or Waiver. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing and signed by the party or parties to be bound, or its duly authorized representative. Any waiver by either party shall be effective only with respect to the subject matter thereof and the particular occurrence described therein, and shall not affect the rights of either party with respect to any similar or dissimilar occurrences in the future.

P. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and no right or remedy at law or in equity which either party hereto might otherwise have by virtue of a default under this Agreement nor the exercise of any such right or remedy by either party will impair such party's standing to exercise any other right or remedy.

Q. No Agency. Nothing contained herein and no action by either party hereto will be deemed or construed by such parties or by any third person to create the relationship of principal and agent or a partnership or a joint venture or any other association between or among the parties hereto.

R. Saving Provision. If any provision of the Agreement shall be found invalid or unenforceable with respect to any entity or in any jurisdiction, remaining provision of the Agreement shall not be affected thereby, and such provisions found to be unlawful or unenforceable shall not be affected as to their enforcement or lawfulness as to any other entity or in any other jurisdiction, and to such extent the terms and provisions of this Agreement are intended to be severable.

S. Termination. This Agreement may be terminated by Park District or City by mutual agreement or as otherwise provided in this Agreement. This Agreement shall be terminable by either party upon a material breach by the other party.

The provisions of Section M survive termination with respect to claims that arise from actions or occurrences that occurred prior to termination.

T. Governing Laws. This Agreement will be construed in accordance with the laws of the State of Minnesota.

U. Title and Signing Authority. City warrants that it will own good and marketable title to all property in which City provides public trailway easement or real property rights to Park District and that the undersigned is authorized to execute this Agreement.

V. Enforcement. In the event either party should bring an action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other all of the legal or other expenses of the prevailing party, including reasonable attorneys' fees, and to have the same awarded as part of the judgment in the proceeding in which legal expenses and attorneys' fees were awarded.

W. Notices. Any notice given under this Agreement shall be deemed given on the first business day following the date the same is deposited in the United States Mail (registered or certified) postage prepaid, addressed as follows:

If to the Park District:

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

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

X. Audit, Records, Accounts and Reports. The parties shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, each party shall allow the other party, the State Auditor, or their authorized representatives access to the books, records, documents, and accounting procedures and practices relevant to the subject matter of the Agreement, for purposes of audit. The books and records of the parties shall be subject to the provisions of Minn. Stat. Ch. 13.

Y. Government Data Practices. Each party to this Agreement must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and other applicable law, as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the party under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by any party.

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

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

Dated: _____ By: _____
Its Chair – Board of Commissioners

Dated: _____ By: _____
Its Superintendent
And Secretary to the Board

City of Plymouth, a Minnesota municipal corporation

Dated: _____ By: _____
Its Mayor

Dated: _____ By: _____
Its City Clerk

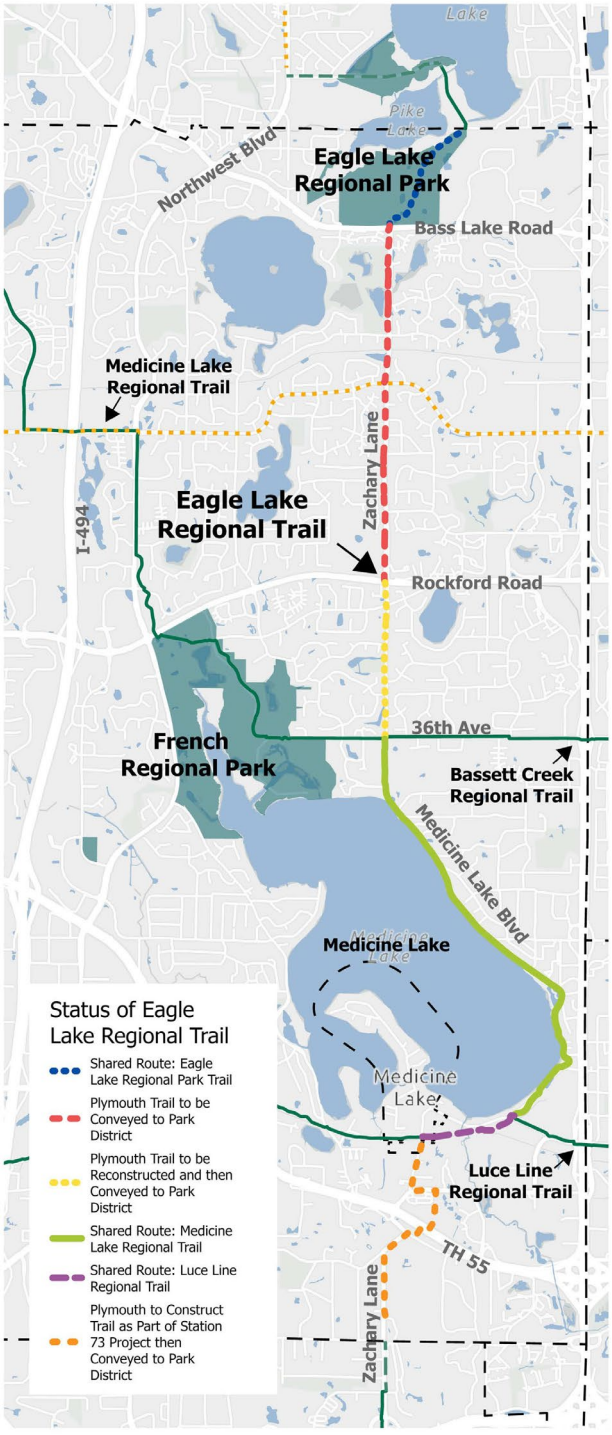
Exhibits

Exhibit A **Regional Trail Route and Status**

Exhibit B **Public Trailway Perpetual Easement and Permanent Irrevocable Permit Agreement**

Exhibit C **Typical Trail Section**

Exhibit A
Regional Trail Route and Status



Eagle Lake Regional Trail

N

0 0.5 1 2 Miles

PROPERTY RIGHTS AGREEMENT

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

RECITALS

WHEREAS, Grantor and Grantee entered into a Trailway Cooperative Agreement ("Agreement") for the Eagle Lake Regional Trail ("Trail") dated as of _____, 2026; and

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

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

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

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

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

TERMS OF PERPETUAL EASEMENT AND PERMANENT AND IRREVOCABLE PERMIT

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

2.) Grant of Permit. Grantor grants and conveys to the Grantee a permanent permit ("Permit") legally described and depicted on the attached **Exhibit B1** through **BX.** In accordance with the Agreement, the Grantor may substitute a Permit for an

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

3.) Scope of Easement and Permit. The perpetual non-exclusive Easement and Permit granted herein includes the right of the Grantee, its contractor, agents, and employees to locate, install, construct, reconstruct, operate, maintain, inspect, alter and repair within the described Easement and Permit Areas any of the following facilities and amenities: public sidewalk or trail, trail signage, informational kiosks, benches, bike racks, fences, trail bridges/tunnels, and any other trail related structure. Prior to installation, amenities added must (i) be within the trail easement or permit areas and (ii) be processed in accordance with City Ordinances (e.g. sign permits).

4.) Trail Use and Purposes. This Easement and Permit is for public trailway purposes only. The Trail shall be open to the general public, and be used exclusively for outdoor recreation and commuting including but not limited to walking, jogging, skating, biking, and uses allowed under State, Federal and local laws including, but not limited to, other power driven mobility devices (OPDMD's) and electric personal assistive devices. In addition, motor vehicles used for maintenance, law enforcement or other public uses will be permitted within the Easement and Permit Areas.

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

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

6.) Loss of Property Rights. Grantor warrants that it will defend and indemnify Grantee against any loss, expense, or interruption to the contiguity of the Trail caused by any action of the Grantor. These obligations of Grantor may be specifically enforced by Grantee and further all costs of such enforcement, including reasonable attorney's fees, shall be paid by Grantor, upon successful enforcement by Grantee.

7.) Property Rights and Execution Authority. The Grantee acknowledges that the Grantor makes no representation as to marketable title to the Easement Area or rights to construct or operate the trails within the Easement Area. Grantee shall be responsible for its own due diligence as to title to the Easement Area and rights to construct and operate the trail within the Easement Area. Grantor warrants that the undersigned is authorized to execute this Easement and Permit.

8.) Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its successors and assigns.

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

By:_____
Its Mayor

And:_____
Its City Manager

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Jeffry Wosje and Dave Callister, the Mayor and City Manager, respectively of the City of Plymouth, a Minnesota municipal corporation, Grantor.

_____
Notary Public

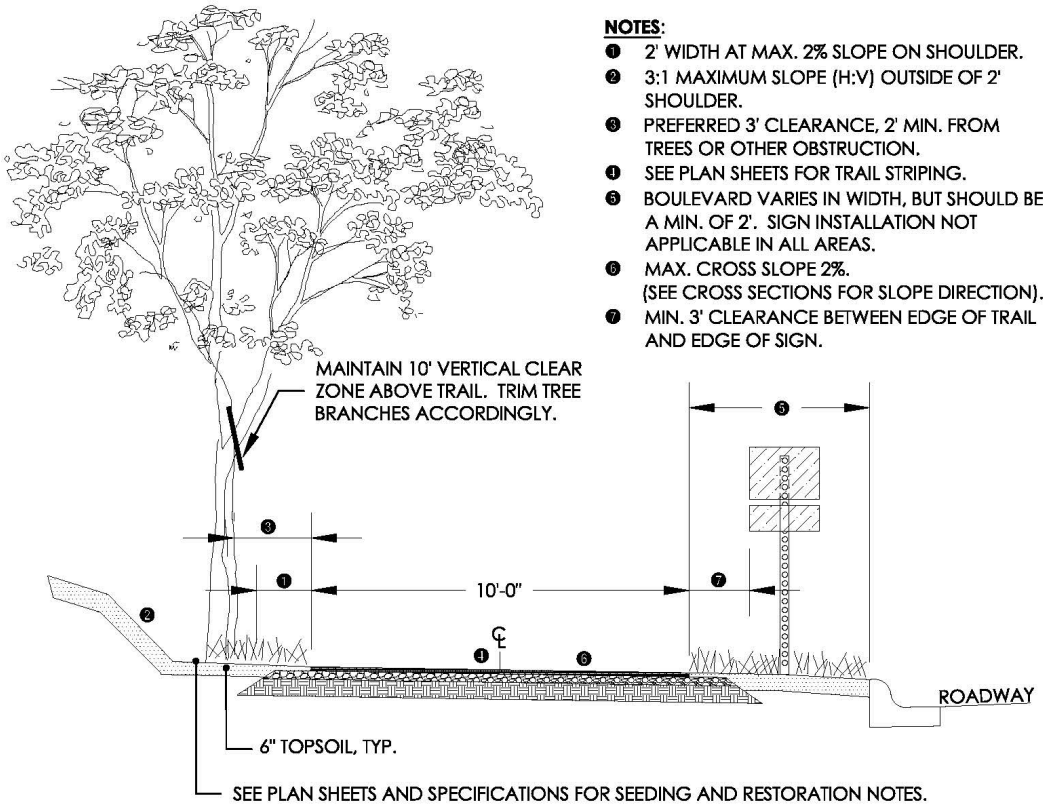
Notary Stamp or Seal

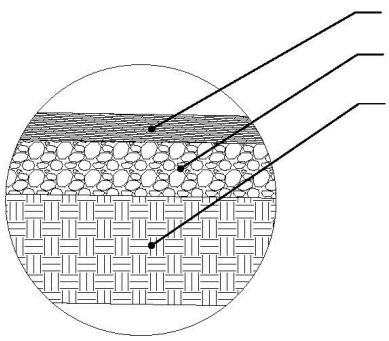
This instrument drafted by:
Three Rivers Park District
3000 Xenium Lane North
Plymouth, MN 55441

Place holder for EXHIBIT A Easement Legal Description and Graphics

Place holder for EXHIBIT B Permit Legal Description and Graphics

Exhibit C
Typical Trail Section





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

TR-1 TYPICAL TRAIL SECTION 10' URBAN

NTS

CITY OF PLYMOUTH

RESOLUTION NO. 2026 -

RESOLUTION APPROVING THE EAGLE LAKE REGIONAL TRAIL COOPERATIVE AGREEMENT WITH THREE RIVERS PARK DISTRICT

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

WHEREAS, this would legally formalize the cooperative agreement between the City of Plymouth and Three Rivers Park District for the Eagle Lake Regional Trail; and

WHEREAS, the agreement includes the city's commitment to complete regional trail improvements along Zachary Lane between 36th Avenue and Rockford Road as part of Plymouth's 2026 Street Rehabilitation Project (ST269002) with Three Rivers Park District contributing up to $500,000 toward the improvements; and

WHEREAS, Three Rivers Park District Board of Commissioners approved the agreement at their July 16, 2026 board meeting.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the Eagle Lake Regional Trail Cooperative Agreement is approved and the Mayor and City Manager are authorized to execute the agreement.

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

Regular City Council
July 28, 2026
Agenda Number: 6.6

To:	Dave Callister, City Manager
Prepared by:	Kari Hemp, Recreation Manager
Reviewed by:	Jennifer Tomlinson, Parks and Recreation Director
Item:	**Approve the artist contract for 3EB Touring, Inc. (Third Eye Blind) for Hilde Amplified on August 1, 2026**

1. Action Requested:

Adopt the attached resolution approving the artist contract for 3EB Touring, Inc. (Third Eye Blind) for Hilde Amplified on August 1, 2026

2. Background:

Hilde Amplified is a brand-new concert series hosted at the Hilde Performance Center. Plymouth is bringing two nights of live music on July 31- August 1. From chart-topping country hits to iconic alt-rock anthems, Hilde Amplified delivers a weekend of unforgettable performances in one of the Twin Cities' premier outdoor venues.

Friday night's line-up includes Brett Young, Ashley McBryde, Rodney Atkins and Matt Stell. Doors open at 4 p.m. and music begins at 5 p.m. Saturday night will feature Third Eye Blind, Plain White T's, Moon Taxi, lovelytheband and Colin Bracewell. The doors will open at 3 p.m. and music will start at 3:30 p.m. The festival will feature food trucks, dessert options, beverages and vendors.

The contract for 3EB Touring, Inc. will need council approval as it is over the $175,000 threshold. Staff and city attorney have reviewed the contract, and it has been signed by 3EB Touring, Inc. Staff recommends approval of the contract with 3EB Touring, Inc.

3. Budget Impact:

Budgetary impact for the contract with 3EB Touring, Inc. is $200,000 and is funded in the approved 2026 recreation fund budget.

4. Attachments:

1. Contract
2. Resolution

1201 Demonbreun Street, 15th Floor
Nashville, TN 37203
USA
Phone: +1 +1 615-349-4580
email: AJG@wmeagency.com

THIRD EYE BLIND

3EB Touring, Inc.

~~PURCHASER AND~~ ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT
OK

Agreement made 20 Apr 2026 between **3EB Touring, Inc.** (hereinafter referred to as "PRODUCER") furnishing the services of **THIRD EYE BLIND** (hereinafter referred to as "ARTIST") and **CITY OF PLYMOUTH ~~PARKS AND RECREATION~~**~~/Kari Hemp~~ (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.
as amended amended

1. **ENGAGEMENT VENUE(S):**

   ~~HILDE PERFORMANCE CENTER~~ HILDE AMPLIFIED AT HILDE PERFORMANCE CENTER
   3500 Plymouth Boulevard
   Minneapolis, MN 55447
   USA

2. **DATE(S) OF ENGAGEMENT:** **Sat 01 Aug 2026**

   Day of show schedule including load-in & sound check times will be per advance. Venue is a park with working staff throughout the day.

   a. Number of Shows: 1

   b. Show Schedule(s):
   03:00 PM: Doors
   3:30 PM: Colin Bracewell
   05:15 PM: Lovelytheband; ~~Pending~~ Confirmed
   06:30 PM: ~~Spoon; Pending~~ Confirmed: Moon Taxi; (45 min.)
   07:45 PM: ~~The Temper Trap; Pending~~ Confirmed: Plain White T's; (60-75 min.)
   09:15 PM: THIRD EYE BLIND
   10:30 PM: Curfew

   Stage: Main Stage
   Slot: Headline (to Close)

   Any changes to ARTIST's confirmed day/stage/set time/running order MUST have written approval from WME in advance.

3. **BILLING (in all forms of advertising):**

   Festival Billing

4. **COMPENSATION:**

   $200,000.00 USD (Two Hundred Thousand U.S. Dollars) GUARANTEE. inclusive of airfaire, hotel, ground transportation, and backline.

   BONUS(ES):
   $25,000.00 USD: If the total number of tickets sold is equal to or greater than 7500: including two-day combo tickets.

   2% MN Non-Resident Withholding Tax

   DEPOSIT *requirements and* ***PAYMENT TERMS*** *are further set forth below in* ***Section 10.***

5. **PRODUCTION AND CATERING:** Purchaser will provide meals on the day of show only. The number of meals provided is contingent upon the Artist's arrival to venue. Purchaser agrees to provide reasonable and industry standand production euipment for the therm of this engagement. All Production / meals / catering must be per advance. OK

~~PURCHASER to provide and pay for festival sound and lights, per ARTIST rider requirements and mutually agreeable advance.~~

~~PURCHASER to provide and pay for festival-style catering, per ARTIST rider requirements and mutually agreeable advance.~~

Production Contact: Adam McMichael
+1(732) 818-9600 (off.)
adam@degy.com

6. **TRANSPORTATION AND ACCOMMODATIONS:**

Event will occur on public property that is subject to the Minnesota Citizens Personal Protection Act of 2003, Minn. Stat. 624.714 and 624.718. All attendees will be screened through standard event security, including metal detectors and bag checks. To the extent permitted by applicable law: on-site law enforcement will verify permits to carry prior to permitting entry of any person determined to be carrying a permitted weapon; and non-permitted weapons will be prohibited and, if detected during security screening, will be removed.

a) Air transportation: Artist Responsibility
b) Accommodations: Artist Responsibility
c) Air freight and excess baggage: Artist Responsibility
d) Ground transportation: Artist Responsibility
e) Meals and incidentals: Purchaser will provide meals on the day of show only. The number of meals provided is contingent upon the Artist's arrival to venue. All Production / meals / catering must be per advance. OK
f) Other:

Any changes to the above-mentioned arrangements are subject to mutual agreement between both parties. ~~the sole and exclusive prior written approval of PRODUCER~~.

7. **SPECIAL PROVISIONS:** STET

~~- For the avoidance of doubt, commercial deal points, including but not limited to, all special provisions, shall supersede any conflicting provisions in Addendum A.~~

~~- No weapons allowed in Venue except for weapons carried by law enforcement.~~

- Show to be advanced with Danny Marks (TM) - dannywmarks@gmail.com / 415-624-9629 and Ryan Garvey (PM) - r23.ryang@gmail.com / 813-842-0475

- Press contact is – Carla Parisi kidlogicmedia@gmail.com

- All announcements / on sale / marketing to be coordinated with John Adams at JPAD@WMEAgency.com.

- Marketing assets to be obtained from JPAD@wmeagency.com and ad collateral must be sent to JPAD for approval.

~~- No sponsorship whatsoever including, but not limited to, radio spots, online, print ads and ticket face without written approval from Dave Tamaroff (DT@wmeagency.com) or from ARTIST management.~~ ARTIST acknowledges that the PURCHASER has pre-existing sponsorship agreements and that signage may be visible in the venue during the performance.

STET STET

OK ~~- There is to be no implied endorsements. Sponsor signage cannot be on stage.~~ ARTIST acknowledges that the PURCHASER has pre-existing sponsorship agreements and that signage may be visible in the venue during the performance.

No Implied endorsements for any pre-existing sponsorship in place,

~~- Media coverage and all content capture subject to ARTIST photo/video policy per advance, and ARTIST must have prior approval over photo/video used.~~ PURCHASER will provide festival credentials. STET

~~- ARTIST approved photographers are the only photographers that will be allowed to shoot during performance.~~ PURCHASER will make reasonable efforts to restrict non-approved professional photographers & videographers.

- All artwork USING THIRD EYE BLIND NAME, IMAGE, AND LIKENESS must be obtained from and approved by John Adams (JPAD@WMEAgency.com).

- PURCHASER responsible for obtaining rights and clearances.

- ARTIST-SUPPLIED ASSETS must be included in on-line and off-line advertising.

- All liquid beverages are to be decanted into paper or plastic cups unless agreed upon in writing by Dave Tamaroff, per advance.

- Only venue personnel shall be permitted in venue during sound check and rehearsal. Said venue staff is restricted from taking photographs or requesting autographs. Essential working staff from PURCHASER shall have access to all areas of the facility.

- All patrons must either be wanded or go through a metal detector to enter into the venue. ~~No backpacks. Women are only permitted to carry in small, money bag sized purses.~~ Security processes at the discretion of the PURCHASER, per advance

- The parties acknowledge there shall be NO charge backs to Producer or Artist unless such charge back is agreed to and approved by Producer or WME.

STET OK

- ~~There will be no meet and greet whatsoever without written approval from ARTIST management.~~ per advance

- ~~Nobody is to be on stage during ARTIST'S performance per advance.~~ Essential working staff from Purchaser shall have access to all areas of the facility.

- The security arrangements for the Engagement are the sole responsibility of the PURCHASER. It is the PURCHASER's responsibility to ensure the safety and security of the ARTIST. Any information or recommendations provided by ARTIST or ARTIST's representatives or vendors are intended as a guide and are their recommendations. However, such information is only a guide and the PURCHASER must use its best efforts to provide for safety and security at the venue.

- All deposit schedules are to be strictly adhered to. Deposits should be ~~wired to~~ WME at the following address:

Bank:
~~City National Bank~~
~~400 N. Roxbury Dr.~~
~~Beverly Hills, CA 90210~~
~~ABA/ Routing Number: 122016066~~
~~Swift/BIC Code: CINAUS6L~~
~~Account Information:~~
~~Name: WME Entertainment, LLC~~
~~Number: 113147172~~
~~Please reference THIRD EYE BLIND and Date of Performance.~~

Deposit issued upon receipt of fully executed contract, COI, W9 and invoices with city check that will have tracking info.

Deposit shall be paid via city check with tracking info, and mailed to WME address listed on invoice.

~~Contract must be fully executed by 60 days prior to event date.~~ OK

8. ARTIST RIDER:

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof.

mutally agreed upon amended make reasonable efforts to

9. CURRENCY AND EXCHANGE RATE:

10. PAYMENT TERMS:

a. **DEPOSIT in the amount of ~~$200,000.00 USD~~** $100,000.00 USD shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than **~~28 Apr 2026,~~** (Deposit issued upon receipt of fully executed contract, COI, W9, and invoices.)

All deposit payments shall be paid via ~~certified or cashier's~~ city check sent to:

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC
ATTN: Allie Galyon
1201 Demonbreun Street, 15th Floor
Nashville, TN 37203
USA

Deposit issued upon receipt of fully executed contract, COI, W9 and invoices with city check that will have tracking info.
Deposit shall be paid via city check with tracking info, and mailed to WME address listed on invoice.
Contract must be fully executed by 60 days prior to event date.
OK

OR via bank wire as follows:

CITY NATIONAL BANK 1005 17th Ave. S Suite 600 Nashville, TN 37212	ABA no.: 064009445 William Morris Endeavor Account No.: 684001426 ORG: City of Plymouth Parks and Recreation / REF: Third Eye Blind / Aug 01, 2026 WME booking code: PAC 1140736

Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name (as sender), name of the artist, start date of the Engagement(s).

b. BALANCE of the monies shall be paid to and in the name of PRODUCER by ~~certified or cashier's~~ city check or ~~bank wire~~ (as designated by PRODUCER), to be received by PRODUCER not later than ~~prior~~ following to the first show of the Engagement. Settlement shall be paid via city check and made out to Artist DOS following performance.

c. Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in ~~cash (if~~ requested by PRODUCER, and to the extent permitted by law), or by ~~certified or cashier's~~ as city check or ~~bank wire~~ (as designated by PRODUCER), ~~immediately~~ following the last show of the Engagement.

Bonus shall be paid week after show, via city check made out to Artist. Check mailed to Artist address listed on invoice.

Ok

STET

d. ~~In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.~~

11. SCALING AND TICKET PRICES:

	CAP.	TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT.
Sat 01 Aug 5:15 PM	8,000	GA Standing		0	0	0									
	8,000			**0**	**0**	**0**									

SCALING NOTES:

Comp Breakdown: 20 ARTIST

Festival Scaling:
- 1 Day Ticket Prices: $80 (6375)
- 2 Day Ticket Prices: $135 (1000)
- VIP Pit Ticket Prices: $150 (500)
- VIP Deck Ticket Prices: $125 (125)
- Tickets are priced in levels including VIP Stage, VIP Deck, GA. There are 1-day and 2-day passes available.
- Tickets will be sold as Advance and DOS ~~(with increase)~~. VIP come with special event perks such as access to private bathrooms, F&B, and event placement.

ADJUSTED GROSS POTENTIAL:

TAX:

NET POTENTIAL:

Ticket pricing (including ticket fees):
Single day GA - $84.65
2-day GA - $144.15
VIP Pit -- $154.65
VIP Deck - $129.65
Reserved Parking - $29.65

12. EXPENSES:

N/A

13. MERCHANDISING:

~~ARTIST to receive a most favored nations ("MFN") rate on all merchandise.~~

Artist sells; All Merchandise: 80.00% of proceeds to ARTIST. 80%/20% Soft Goods | 80%/20% Hard Goods ARTIST Sells, 20% proceeds to PURCHASER to be paid following show.

14. VISAS AND WORK PERMITS:

All Visas and Work Permits are the responsibility of the PRODUCER.

15. TAXES:

PRODUCER is required to pay income tax on net earnings in accordance with the laws of the Internal Revenue Service (IRS). For the avoidance of doubt, the compensation paid to the Producer for this engagement is not considered income tax free regardless of the tax status of the PURCHASER.

This is a state-level witholding tax of 2% on the gross compensation paid to an entertainer or entertainment entity that is not a resident of Minnesota or state with which Minnesota has a tax reciprocity agreement (currently Michigan and North Dakota).

AND PURCHASER

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

By:	By:
CITY OF PLYMOUTH PARKS AND RECREATION ~~Kari Hemp~~ Dave Callister 3400 Plymouth Boulevard Plymouth, MN 55447 USA Care of: Aislinn Jones	3EB Touring, Inc.

Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above; Attention: Galyon

ADDENDUM "A" ADDITIONAL TERMS AND CONDITIONS

WME x CITY OF PLYMOUTH – FULLY NEGOTIATED 7.2.26

A. COMPENSATION

(1) Unless otherwise agreed in writing, deposit shall be issued upon receipt of fully executed contract, COI, W9 and invoices with city check that will have tracking info. Deposit shall be paid via city check with tracking info and mailed to WME address listed on invoice. Contract must be fully executed prior to event date. Settlement shall be paid via city check and made out to Artist DOS following performance. Bonus mailed week after show via city check made to Artist.

(2) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.
(3) In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance promptly following such performance.
(4) In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in city check.

B. TICKETS

(1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.
(2) ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES–BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL.
(3) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.
(4) The PRODUCER's representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called “deadwood”) and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder.
(5) There shall be no dynamic ticket pricing unless mutually agreed upon by PRODUCER and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, scaling, gross box office potential and additional ticketing charges (if any). All elements thereof, including, without limitation, all ticket pricing/scaling/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to PRODUCER to evidence compliance with the foregoing.
(6) PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.
(7) Unless otherwise set forth on the contract face of this Agreement, PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER's prior, written consent or otherwise mutually agreed per advance, which shall be given or withheld in PRODUCER's sole discretion.

C. FACILITIES

(1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, and all necessary professional sound equipment and lighting in good working condition including amplifiers, microphones in number and quality required by PRODUCER (as mutually agreed per advance), all licenses (including musical performing rights licenses), and adequate security.
(2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications. For any portions of the Artist Rider not explicitly agreed in a prior writing, commercially reasonable efforts will be made to meet the remaining needs of the ARTIST rider. ARTIST acknowledges that not all the requested equipment may be available due to engagement location, which PURCHASER shall specifically communicate to PRODUCER in a separate, prior writing.
(3) PURCHASER will pay all music royalties in connection with PRODUCER's use of music.
(4) PURCHASER agrees to pay all amusement taxes, solely to the extent applicable to the Engagement. For avoidance of doubt, the Non-Resident Entertainer′s tax will be withheld from the final balance payment herein and paid to the State of MN.

(5) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER.
(6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting
(7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).
(8) PURCHASER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). PRODUCER/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions unless a direct result of PRODUCER/ARTIST gross negligence and/or willful misconduct.

D. PRODUCTION CONTROL

(1) PRODUCER shall have the sole exclusive creative control over the production and presentation of only the ARTIST's own performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder subject to any mutually agreed to production and presentation limitations and any applicable laws, rules, and regulations, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST herein specifically named, except for any principal or key member(s) of Artist(s), which may not be substituted without PURCHASER′s approval.
(2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be approved by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.
(3) PURCHASER agrees to reasonably comply with PRODUCER's directions as to stage settings for the performance hereunder, pending PURCHASER approval.
(4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

E. EXCUSED PERFORMANCE

If, as the result of a Force Majeure Event (as defined below), PRODUCER or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then PRODUCER's and ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event occurring at or near the Engagement, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then PURCHASER shall nevertheless pay PRODUCER an amount equal to the full GUARANTEE plus all other payments and compensation due hereunder unless such cancellation is the result of ARTIST's death, illness, or injury, or that of its family, band, key personnel, or individual otherwise noted below, in which case PRODUCER shall return any portion of the Guarantee previously received unless otherwise agreed. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not ARTIST is ready, willing and able to perform, PURCHASER shall remain responsible for reasonable, documented, non-refundable out of pocket expenses for PRODUCER/ARTIST and touring party pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by PRODUCER or ARTIST contemplated by this Agreement impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of ARTIST, any of ARTIST's musicians, other performers, crew, representatives or advisors, any of ARTIST's family members, any of PRODUCER's key personnel, or any other person personally known to ARTIST whose death, disability, illness or injury adversely impacts ARTIST's ability to perform in connection with the Engagement; or other similar or dissimilar causes beyond the control of ARTIST or PRODUCER which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

F. INCLEMENT WEATHER

Purchaser reserves the right to reasonably delay the performance due to safety concerns as a result of inclement weather, weather threats, or the like. The threat level for safety pertaining to weather will be determined by the objective opinion of a public safety officer. Notwithstanding anything contained to the contrary herein, inclement weather occurring at or near the Engagement shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions occurring at or near the Engagement, provided the artist is willing, ready, and able to perform (but for the event of such inclement weather cancellation). For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and reasonable, documented, and non-refundable expense reimbursements for ARTIST and touring party. Notwithstanding the foregoing, the parties will first use reasonable efforts to move forward with the Performance following a reasonable delay, as long as the Performance is not otherwise impossible, infeasible, or unsafe.

G. PRODUCER'S RIGHT TO CANCEL

Cancellation will not be granted for this Engagement, except in the case of Force Majeure Event, inclement weather, or PURCHASER's uncured material breach, subject to the terms herein.

H. BILLING

(1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements.
(2) PURCHASER may only use ARTIST's name and pre-approved: voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

I. MERCHANDISING

PRODUCER shall have the non-exclusive right to sell ARTIST related souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of performance subject to the terms listed on the contract face with proceeds to PURCHASER to be paid following show (such PURCHASER proceeds subject, however, to concessionaire's requirements, if any, as specified in this Agreement).

J. NO RECORDING/BROADCAST

Notwithstanding the paragraph below, PRODUCER acknowledges non-Purchaser audience members in attendance may have small hand-held recording devices (e.g. cell phones) that are difficult to prevent unauthorized photography. Neither Artist nor venue or Purchaser shall be responsible for any such unauthorized recording(s). PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement. In the event PRODUCER does so grant any of the aforementioned rights, such rights shall be subject to a separate written agreement and PURCHASER shall be responsible, at PURCHASER's sole cost and expense, for securing any and all necessary third party rights, licenses, clearances, and permissions (including, but not limited to, all necessary publishing and record label clearances) required in connection with PURCHASER's capture and/or exploitation of the same. Notwithstanding the foregoing, and further to any additional obligations of PURCHASER to indemnify PRODUCER/ARTIST contained in this Agreement, PURCHASER shall indemnify and hold harmless PRODUCER and ARTIST from any and all damage(s) it, or they, may sustain as a result of PURCHASER's failure to comply herewith unless a result of PRODUCER/ARTIST gross negligence and/or willful misconduct.

K. PURCHASER DEFAULT

(1) Purchaser shall be advised in writing of any perceived or anticipatory breach of any kind and shall have at least 5 business days to cure (but in any event, such cure shall occur within a reasonable time prior to Performance). In the event PURCHASER refuses or neglects to provide any of the items herein stated that will materially affect the Engagement or ARTIST′s Performance or comply with any material provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/or fails to furnish PRODUCER or ARTIST with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all reasonable, documented, and non-refundable, and expense reimbursements for PRODUCER/ARTIST and touring party pursuant to the terms of this Agreement.

L. INSURANCE/INDEMNIFICATION

PRODUCER/ARTIST shall maintain during term of contract types of insurance and coverage listed in City Insurance Addendum. Prior to commencement of work and not more than five (5) days after contract executed, PRODUCER/ARTIST shall furnish to the PURCHASER a certificate or written statement of required insurance upon separate written request. PURCHASER shall provide PRODUCER/ARTIST with written notice and a reasonable opportunity to cure prior to Performance. PURCHASER represents and warrants that it maintains adequate insurance or self-insurance appropriate for the size and scope of this Engagement.

M. ROLE OF AGENT

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of William Morris Endeavor Entertainment, LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join William Morris Endeavor Entertainment, LLC, or any of its parents, subsidiaries, officers, directors, principals, agents, employees and representatives (collectively, "WME") as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either PURCHASER or PRODUCER/ARTIST. To the extent applicable, without limiting the generality of the foregoing and for the avoidance of doubt, WME expressly assumes no liability hereunder for any claims, losses, damages, complications, consequences, or other events that may occur as a result of the failure of either party hereto to obtain any of the visas, work permits, and/or other documentation required for the performance of the parties' obligations hereunder (hereinafter, the "Travel Documents"). It is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join WME as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any failure of either party hereto to obtain, secure, or procure the Travel Documents.

N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement. E-mail is an acceptable form of notice provided the receiver has provided evidence of receipt.

O. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.

P. LIMITATION OF LIABILITY

In no event shall PURCHASER, PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to the other party (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PURCHASER, PRODUCER, and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with ARTIST's performance at the Engagement taking into account any amounts PURCHASER has recovered using its best efforts to mitigate losses; or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. Each party agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

Q. MISCELLANEOUS PROVISIONS

(1) Nothing in this Agreement shall require the commission of any act contrary to applicable law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.
(2) Purchaser shall comply, and shall ensure that its affiliates, subsidiaries, directors, managers, officers, employees, agents, and representatives comply, at Purchaser's expense, with all applicable laws, rules, and regulations in relation to its operations and performance of its obligations under this Agreement, including without limitation, any law, regulation, statute, prohibition, or other measure maintained by any agency or department of any national government, regional body, multilateral institution or other body which is responsible for the adoption, implementation or enforcement of sanction laws, including, but not limited to, the United Nations Security Council, the Council of the European Union, the European Commission, the relevant competent authorities of individual European Union Member States, the United States Department of Treasury's Office of Foreign Assets Control, the United States Department of Commerce, the relevant competent authorities of Australia, or any replacement or other regulatory body responsible for sanctions laws in any country relating to the implementation, application and enforcement of economic sanctions, export controls, trade embargos or any other restrictive measures, including but not limited to those measures which prohibit or otherwise restrict either party's ability to make a service available either directly or indirectly to a sanctioned person and those measures which restrict or prohibit either party from engaging in specified dealings with a specified class of person, whether defined by nationality, business sector or otherwise.
(3) Purchaser represents and warrants that neither it nor its affiliates, subsidiaries, directors, managers, officers, employees, agents, or representatives is (i) a person or entity or, (ii) controlled by a person or entity, on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entity List, the U.K. HM Treasury Consolidated List of Financial Sanctions Targets, the U.K. Export Control Organisation's Iran List, the Australian Government Sanctions Consolidated List, or otherwise designated as subject to financial sanctions or prohibited from receiving Australian, U.S., or U.K. services, or any other equivalent local provisions. Purchaser agrees to notify both Producer and WME immediately in writing of any change in ownership or control that might violate this Section of the Agreement. Producer or WME may terminate this Agreement upon providing written notice of termination to Purchaser, if Producer or WME's performance of its obligations or receipt of consideration hereunder would, as reasonably determined by WME or Producer, result in non-compliance with any laws, rules and regulations applicable to Producer or WME.
(4) Purchaser agrees to comply with all applicable laws and regulations, including, but not limited to, the US Foreign Corrupt Practices Act, the UK Bribery Act and the laws of the country in which any transactions are made or services are provided under this Agreement. Purchaser further agrees that Purchaser and any person or entity working on Purchaser's behalf in connection with the services provided under this Agreement shall not make any payment or transfer anything of value, directly or indirectly, to: (i) any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations); (ii) any

political party, official of a political party, or candidate for public office; (iii) any intermediary, including, but not limited to, agents, close associates or family members of government officials, for payment to any government official; (iv) any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in connection with Purchaser's affairs; or (v) any other person or entity; if such payment or transfer would violate the US Foreign Corrupt Practices Act, the UK Bribery Act, and/or laws of the country in which the transaction is made and/or services are provided under this Agreement.

(5) This (and any of PRODUCER's and PURCHASER's: riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement.

(6) This Agreement shall be construed in accordance with the laws of the State of Minnesota applicable to agreements entered into and wholly to be performed therein.

(8) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.

(9) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO.

(10) The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.

(11) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

THIRD EYE BLIND

One-Off 2026

Concert Rider

Booking Agent

Dave Tamaroff –

WME - 9601 Wilshire Blvd Beverly Hills, CA 90210

Office: 310.859.4404 DTamaroff@wmeentertainment.com

3EB Management

Missi Callazzo

Office: 212-741-8861

missi@megaforcerecords.com

3EB Production Manager:

Ryan Garvey
Cell: 813-842-0475

r23.ryang@gmail.com

This is your advance contact for Production.

3EB Tour Manager:

Danny Marks
Cell: 415-624-9629

dannywmarks@gmail.com

This is your advance contact for everything non-production.

3EB Business Management

Zeisler, Zeisler, Rawson & Johnson 901 A Street Suite C San Rafael. CA 94901 Tel

415 451 1703 Att: Barry

This rider is for One Offs where THIRD EYE BLIND is not carrying production.

Thanks for booking THIRD EYE BLIND! Looking forward to a great show.

-

3EB
PRODUCTION REQUIREMENTS

1. PURCHASER REPRESENTATIVE

The Purchase will need to provide a promoter representative to be responsible for making decisions concerning but not limited to materializing expenses and disbursements. This representative will need to be at the venue one hour prior to load in and one hour after load-out. This representative should be made available solely to the **ARTIST'S** representatives.

2. BUILDING AVAILABILITY

PURCHASER and the venue must agree to have building open and available to the **ARTIST'S** production crew one (1) hour prior to load in and two (2) hours after load-out.

3. THE STAGE

a) PURCHASER agrees to provide for the stage requirements.

1. A sturdy, well-constructed and clean stage free of debris.
2. Storage areas for risers, pianos, additional sound, lighting equipment and dead cases.

b) PURCHASER agrees to have back wall and front edge of stage, and sound wings masked in black.

c) PURCHASER agrees that no advertisements or signs shall appear on the stage, in front of the stage or back of the stage. **NO ADVERTISEMENTS ON THE STAGE PERIOD**

The performance area of the stage should be 60ft wide x 40ft deep x minimum of 5ft and maximum 7ft high with a minimum 35ft of overhead clearance and capable of supporting 250lbs per square foot. The surface must be smooth and free of holes or protrusions. It must be positioned to take advantage of rigging points and conform to local fire code. If this requires moving hockey dashers or other obstacles to conform to fire law regulations, then it must be done prior to the stage call. The stage must be completely masked in Black.

STAGE SIZE: 60' wide x 40' deep x minimum of 5ft and maximum 7ft high
MONITOR WING: Stage Left, 8' wide x 16' deep x 1' below stage height. If outdoors, wings must be completely covered from the elements with sidewalls.
GUITAR WING: Stage Right, 8 wide x 16' deep x 1' below stage height. If outdoors, wings must be completely covered from the elements with sidewalls.
TOTAL STAGE DIMENSIONS INCLUDING WINGS Space: 76' wide x 40' deep x minimum of 5ft and maximum 7ft high. Height to finalized during the advance.
Access Ramp for Equipment: Please ensure that there is a purpose built ramp for getting equipment ON and OFF Stage during the load in and load out. If this does not exist, please notify us immediately. Please do not assume that Truck Ramps may be used.
STAIRS: Three (3) sets of stairs positioned U.S.L. & U.S.R, M.S.L. These stairs must be secured to the stage with handrails and must be well lit.
GARBAGE BINS: One general rubbish bin and one recycling garbage bin for glass, aluminum, and plastic placed on each side of the stage. Please have the same for the FOH mix area. Plenty of trash bins, with lids off, in the production load in and out area

4. STAGE RISERS

ARTIST needs **TWO** (2) 8 x 8 x 12" skirted risers for backline positions upstage. *(See Stage Plot)*

All production is per advance only. ~~Stage size (fixed), audio, lighting, etc. at PURCHASHER'S discretion and per advance.~~

OK

5. BARRICADE

a) PURCHASER to provide a barricade to secure the front of the stage area inclusive of pa wings, and any sound speaker stacks built on the floor, left and right of the stage. This barricade MUST be made of steel construction and freestanding. Bicycle Rack and wood are not acceptable. **Subject to production advance**.

The Barricade needs to sit 6 ft from the down stage edge. The barricade must be of sturdy construction and properly maintained. We recommend Stage Right, All Access and Mojo. Any barricade in front of PA stacks will need to be blow through. Barricade needs to be set up 3 hours prior to doors.

b) In the event that an orchestra pit exists, the pit must be made accessible to the audience for seating and or standing. There are to be no obstructions on the stage prohibiting the audience's view of the **ARTIST**. We are striving for an informal and relaxed relationship with the audience and the **ARTIST.**

c) PURCHASER & venue must agree to have the barricade removed immediately after the show.

6. CHAIR PLACEMENT

VIP Pit (standing room only) in front of stage, per advance.

~~The venue's floor must be kept clear of all obstacles for load in and load out. Any chairs on the floor must be removed prior to load in and immediately once the show is over.~~

7. MIX POSITION

THE MIX POSITION MUST BE CENTERED TO THE HOUSE, NO EXCEPTIONS.

The mix position placement will be dealt with in advance as to where the position will obstruct the least number of seats. We will accommodate fire aisles, etc. Total audio FOH Mix area is twelve-foot wide x eight-foot deep and placed on the floor or lowest height possible (12'W x 8'D x 0'H). Mix will be placed no less than 75ft and maximum of 100ft from the down stage edge. Lighting riser dimensions of twelve-foot wide x eight-foot deep x minimum of one foot high (12'W x 8'H x min of 1'H) to be placed behind the sound position. Mix positions are to be properly barricaded, utilizing BLOW THROUGH barricade positioned 2ft from the sound console to allow security personnel access, and sides and back surrounded by bike rack. One general rubbish bin and one recycling garbage bin for glass, aluminum, and plastic placed on each side of the stage.

8. LABOR REQUIRMENTS

Per WME contract, addendum, and advance.

a) All calls and times are sorted and confirmed by **ARTIST'S** Production Manager. Any and all working personnel involved with the show must remain drug and alcohol free. Anyone caught drinking alcohol or under the influence of an illegal substance must be removed immediately from their post.

b) ~~**PURCHASER** agrees that all stagehands will be under the direction of **ARTIST'S** Production Manager. For no reason shall these hands be used for any other purposes unless authorized by Production Manager~~

1) Load In

All Local Crew/ Stagehands are for the dedicated use of **ARTIST** equipment only.
Any crew required for local audio or lighting must be in addition. Stagehands must be able to unload trucks and touch all gear.

a) Crew Breakdown

Six (6) total hands that can unload trucks and touch all gear. Including working heads and fly man.
If strict Union: We need to add additional labor
1 x House Electrician/ Generator Operator
6 x Hands- including heads and flyman

b) One (1) ~~Production~~ shared Runner all day.

c) One (1) house lighting tech

d) Two (2) house audio technicians

All production is per advance only. ~~Stage size (fixed), audio, lighting, etc. at PURCHASER'S discretion and per advance.~~
OK

2) Show Call
a) Two (2) Stagehands
b) One (1) Electrician / Houselights
c) One (1) house lighting tech
d) Two (2) house audio technicians

3) Load Out
a) Six (6) total hands that can unload trucks and touch all gear. Including working heads and fly man.
If strict Union:
1 x House Electrician/ Generator Operator
6 x Hands- including heads and fly man.

All production is per advance only. Stage size (fixed), audio, lighting, etc. at PURCHASER'S discretion and per advance.

9. LIGHTING REQUIREMENTS

ARTIST carries NO lighting components PURCHASER needs to a complete moving light package to be flown on 2 40' foot sticks of double hung rigging truss per artist rig plot or locations, minimum 6 Spot/ Profile fixtures to be placed on the downstage truss, moving light floor package, LOTS of audience blinders. Lighting console **MUST be Grand MA3 or MA2 Series, Full size or Lite only**. Please provide all lighting plots and paperwork during Production Advance.

3eb USES HEAVY STROBE LIGHTING. PLEASE POST IN YOUR VENUE FOR PATRONS KNOWLEDGE.

10. FOLLOW-SPOTS

Doesn't require follow-spots

11. RIGGING REQUIREMENTS

N/A

12. AUDIO REQUIREMENTS

Artist requires purchaser to provide all FOH control and effects, full monitor system including IEM's, all stands, cables, and audio PA (stacks, racks and processing for the PA) to adequately cover audience area up to 125db. ****ALL XLR's, SNAKES, SUBSNAKES, MULTICORES AND SPLITER MUST BE CHECKED BEFORE ARRIVAL TO INSURE THAT EVERYTHING IS IN WORKING ORDER.**

13. BACKLINE REQUIREMENTS

Artist responsibility - Per WME contract, addendum, and advance.

~~**Artist requires purchaser to supply any and all backline requirements if needed.**~~
~~***Backline rider to be included as attachment with this tech rider if applicable*~~

14. POWER

The production requires four (4) completely separate power services for the exclusive use of the TOUR. The voltage should not vary or fluctuate more than five percent (5%) and the power supply should have adequate fusing, spare fuses, and comply with local regulations. Light and Audio power must have earth/ mechanical grounds and separate neutrals. All power supplies must not be more than 50ft from the stage. ~~Power cannot be disconnected at any time without permission of the PRODUCTION MANAGER and must remain on after performance until the PRODUCTION MANAGER gives permission to shut it off. PURCHASER agrees to pay for any damages to Artist's equipment caused by voltage fluctuation or faulty voltage. To be advanced with production manager.~~ per advance

All production is per advance only. Stage size (fixed), audio, lighting, etc. at PURCHASHER'S discretion and per advance.

Sound 1 x 200 AMP 120/208 volts Three Phase – WYE Power Service within 100 feet of downstage left for connection on bare end tails or Camlock with isolated ground.

Lighting: 1 x 400 AMP 120/208 volts at Three Phase within 150 feet of upstage right for

15. PRODUCTION RUNNERS: PURCHASER will provide one (1) non-exclusive runner for ARTIST DOS.

ARTIST requires one (1) ~~dedicated~~ Production Runners – must be of legal age to purchase alcohol: sober, English-speaking with valid driver's license, cell phone, previous experience with a good local knowledge of the hotel, and venue / festival location, as well as the location of local music and hardware stores. ~~**This runner will be under the sole direction of the ARTIST PRODUCTION COORDINATOR and is to have no other duties beyond what is required by the TOUR.**~~ This runner may be required to transport the **ARTIST**. This runner must be available to **ARTIST** personnel from time of load in to the completion of load out. One (1) shared runner will need to have a mini-van or SUV size vehicle. If the runner is transporting the **ARTIST** or **ARTIST'S** staff, no additional passengers will be allowed. Transportation will be required as directed by the **ARTIST'S** Production Coordinator. ~~The runner must be available first thing in the morning to take crew laundry to a suitable establishment~~.

16. PARKING

PURCHASER agrees to provide a secured, well-lit parking area will be required within the ~~immediate~~ nearby venue area for ARTIST vehicles. **PURCHASER** must have all the necessary arrangements regarding local parking and police permits if loading area and parking is off venue property. This area needs to be secured at least two hours prior to load in and 2 hours after the show.

17. CAR SERVICE & AIRPORT TRANSPORTATION Artist Responsibility

~~If for any reason, the runner cannot transport the **ARTIST** and/or at the request of the TOUR MANAGER, the PURCHASER ***MUST*** provide a professional, licensed, chauffeur car service at no cost to the **ARTIST**.~~

~~In the event **ARTIST** and entire staff are flying into the country all transportation to be provided by the **PURCHASER**. **ARTIST** production manager will confirm if ARTIST is flying into the show during the advance. This includes all airport and show transportation including airport to hotel, hotel to festival / venue with return, and hotel to airport. All shuttles are to be made by a first class / professional transportation / car service. Number and types of vehicles required will be advanced by **ARTIST** production manager and production coordinator, but this is the standard requirements. 1x15 passenger van for the band party, 1x15 passenger van for crew party, and 1 x luggage / cargo van empty of all benches.~~ PURCHASER will provide one (1) non-exclusive runner for ARTIST DOS.

18. CREDENTIALS PURCHASER will provide festival credentials.

~~**ARTIST** will supply all necessary credentials for the engagement. All tour personnel will wear permanent plastic laminated passes. These passes have the highest authority. No local passes should be issued without approval of **ARTIST'S** Tour Manager. **ARTIST'S** representative will issue all local personnel proper credentials. Unless confirmed by **ARTIST'S** Tour Manager no local house passes will be accepted. Please provide **ARTISTS** Representative with a pass list ASAP upon arrival of venue. This list should include all working, fire marshal, runners, house staff, promote staff, operations, caterers etc.~~

All security needs are per advance. Security deployment, staffing numbers, & briefing instructions are the sole discretion of the Purchaser

19. SECURITY

~~Security at the strict discretion of the PURCHASER~~

ALL PATRONS MUST EITHER BE WANDED OR GO THROUGH A METAL DETECTOR TO ENTER INTO VENUE. ~~ABSOLUTELY NO BACKPACKS. WOMEN ARE ONLY PERMITTED TO CARRY IN A SMALL, MONEY BAG SIZE, PURSE. NO EXCEPTIONS WHATSOEVER!!!~~

The **PURCHASER** shall guarantee proper security at all times to ensure the safety of the **ARTIST**, auxiliary personnel, instruments, all equipment, costumes and personal property during and after the performance. Particular security must be provided in the areas of the stage, dressing rooms and all exits and entrances to the auditorium and FOH mixing area & consoles. Security protection is to commence upon arrival of the **ARTIST** at the venues, until all equipment is repacked into transportation and **ARTIST** personnel have left the premises. If any damages are caused to the **ARTIST'S** gear at the aforementioned venue because of theft, unconditioned power, improper power conversion, unstable table / riser, or any other reason not directly involving the **ARTIST**, it is the sole responsibility of the **PURCHASER** to pay 100% of damages within 30 days of occurrence.

The **PURCHASER** shall protect and secure all of **ARTIST'S** personnel and their belongings, both owned and leased for the tour, in all areas, including but not limited to the following:

- All Dressing Room Areas
- All Catering Areas
- Stage, Band and Equipment areas
- FOH Mix areas
- Trucks, buses and any areas where show vehicles will be parked
- **Artist bus to have security presence from arrival thru departure**

The quantities and roles of all Security personnel should be discussed with and determined by the **ARTIST** Production Manager in advance of the show. Volunteer security is not acceptable.

~~AND PURCHASER~~ OK

Mixer

We require one (1) security personnel at the mixer location before doors open until after the audience has left the venue.

Backstage/Stage

- These positions must be covered 15 minutes prior to doors.
- Two (2) persons on either side of the stage controlling access points.
- Four (4) people in front of the stage for crowd control.
- One (1) person at all access points into the backstage area
- **ARTIST** Dressing Rooms need a person at each door at ALL TIMES when the band is on site.

Catering

One (1) person at catering from 15 minutes prior to lunch through dinner teardown. Immediately after the **ARTIST'S** set, no one other than production/tour personnel should have access to any backstage room for 20 minutes after the set has ended or until notified by the **ARTIST** Production Manager

Sound Check

No members of facility staff or members of the audience will be allowed to enter the place of performance until the sound check is complete.

Approximately one and a half (1.5) hours prior to doors there will be a brief meeting between the venue's Head of Security and **ARTIST** Tour Manager

Hospitality needs will be confirmed and updated in writing (email) by Artist's Tour Manager during the official advancement process.

20. AIR CONDITIONING AND HEATING

Outdoor ampitheater , per advance.

a) ~~Its essential during the summer months to have air conditioning turned on during load in and the load out.~~

b) ~~Its essential during the winter months to have the heating system turned on 24 hours prior to load in. The same heating system must stay on during load in and load out with the exception of ice hockey arenas.~~

21. HOUSE LIGHTS

ARTIST Production Manager shall control the cueing of the house light in relation to the show via clear com or tour provided radio. The **PURCHASER** will make arrangements for all lights not required by the local safety ordinances to be turned off during the performance.

22. PRODUCTION / ADVANCE CONTACT

PRODUCTION MANAGER:

Ryan Garvey

813-842-0475

r23.ryang@gmail.com

TOUR MERCHANDISER

***House will sell if applicable*

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Artist footprint is pending available space and lineup. Footprints, risers, and backline placement will be coordinated during the advance process to support optimal setup, changeover efficiency, and the best possible experience for all artists on the bill.

3EB
PRODUCTION DOCUMENTS

1) Lighting

2) FOH/MON CONTROL - FOH SOUND PREFERENCES

3) ~~BACKLINE – sent separately~~ Artist responsibility - Per WME contract, addendum, and advance.

4) Stage PLOT

THANK YOU FOR TAKING THE TIME AND REVIEWING EVERYTHING THOUROUGHLY.

PLEASE CONTACT ME AS SOON AS POSSIBLE WITH ANY QUESTIONS, ISSUES, OR CONCERNS.

LOOKING FORWARD TO THE SHOW.

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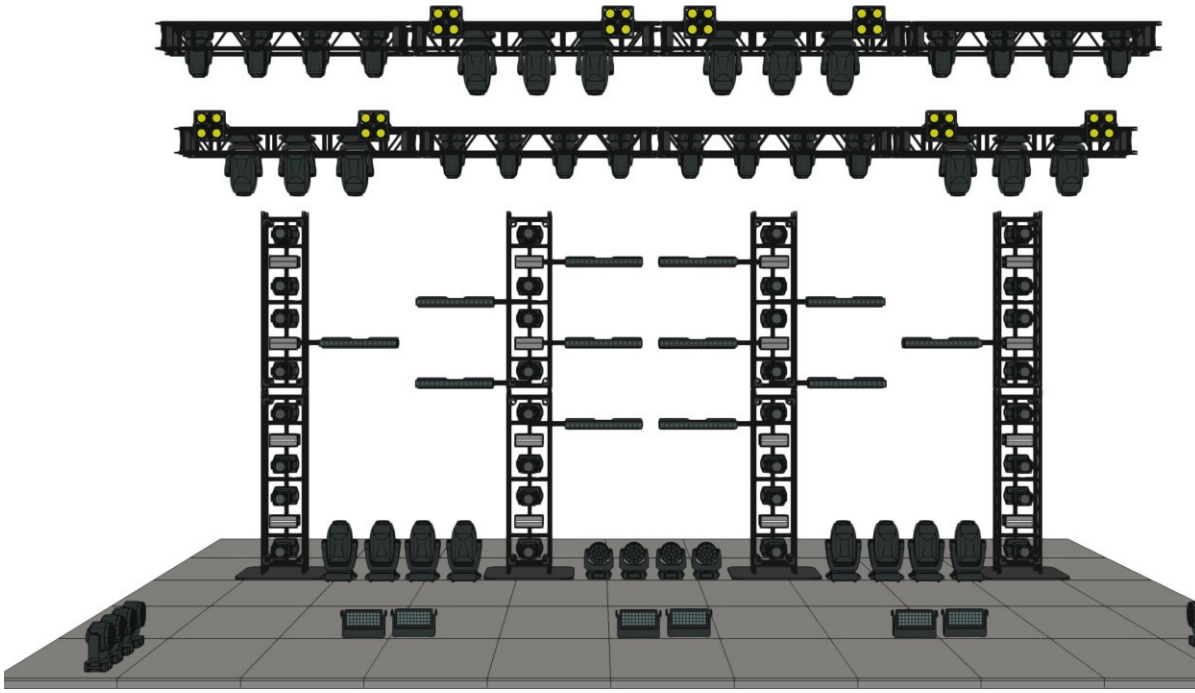


Robe	Elation	GLP	Elation / Robe	Chauvet / ChaDVer
48	20	16	12 12	8 6

NO.	Date	Revisions Note
A	3/25/2022	Proposal

Third Eye Blind May 2022

front

3EB May 2022.vwx	DATE 3/25/2022	Sht - 1
SCALE N/A	DRAWN BY JWL	

Pointe Proteus Hybrid JDC1 Chorus Line 16 iSpiider Strike 4 Q-40

3eb - FOH/MON Control/IEMS

FOH Console Preferences:

- 1st choice – Digico Quantum 338, 225 with waves server
- 2nd choice – Digico SD12-96, SD10, SD7 with waves server
- 3rd choice - Avid S6L 32D with Waves server
- Subs on an AUX send
- 1/8 input for house music
- 1 x shout speaker

MON

- 1st choice - Digico Quantum 225, 338/ or SD12-96 with waves server
- 2nd choice - Avid S6L with waves server
- 1 x shout speaker
- Whenever possible, 3EB Carries IEM package (8 channels PSM1000 J8 band)
- 3eb carries a complete mic/di package. Will need all cabling, stage boxes, and stands.

MON OUTPUTS:

1 and 2	SR GTR	- Kryz R
3 and 4	DSC	- Stephan J
5 and 6	SL BASS	- Alex LeCav
7 and 8	USR KEY	- Colin Holbrook
9 and 10	USL DRM	- Brad H
11 and 12	SR TECH	- Joe
13 and 14	SL TECH	- Danny
15 and 16	CUE	- Mons
17 and 18	Side Fills	L/R

FOH Sound Preferences to be advanced with 3EB Production

PA Must be set up and working prior to load in.

1st choice - L-Acoustics (K-2 or K-1)
2nd choice - D&B (KSL, GSL OR J-Series)
3rd choice - Meyer Leo, Lion, Panther
4th choice - JBL VTX

Lake Control analog in setup Left/Right/Sub/Front fill

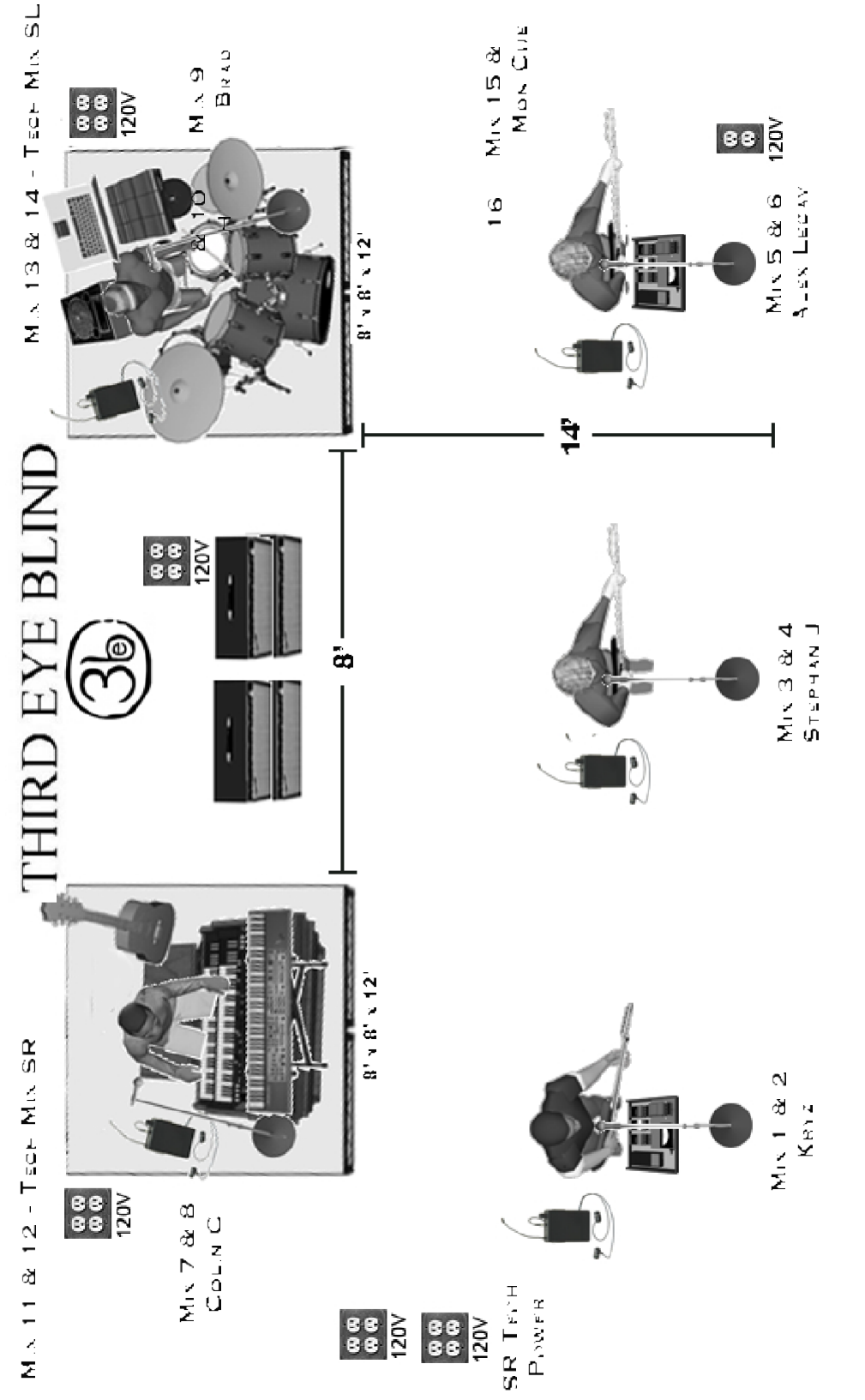
No Proprietary boxes.

4-8 front fill (band all in-ears need to cover well)

PA flown downstage as far as possible

Main concern is enough PA to cover the room adequately. Must cover every seat in the venue.

Mix position preferred at 90’ center of room or less in typical room.



3eb – Stage Plot

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Third Eye Blind	2026	Audio Patch

Input List

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M	SB	Input	Transducer	48V	Stand	Cable
1	A1	Kick In	Shure Beta-91	+	-	15’
2	A2	Kick Out	Shure Beta-52		Short Boom Tripod	15’
3	A3	Snare Top	Telefunken M80		Short Boom Tripod	20’
4	A4	Snare Bottom	Shure Beta-57		LP Claw	20’
5	A5	Snare 2	Sennheiser e604		-	20’
6	A6	Hi-Hat	SE	+	custom	20’
7	A7	Ride	SE	+	custom	20’
8	A8	Rack Tom	Sennheiser e904		-	20’
9	A9	Floor Tom 16"	Sennheiser e904		-	10’
10	A10	Floor Tom 18"	Sennheiser e904		-	10’
11	A11	OH SR	Earthworks SR25	+	custom	15'
12	A12	OH SL	Earthworks SR25	+	custom	20’
13	A13	SPD L	Radial J48	+	-	20’
14	A14	SPD R	Radial J48	+	-	20’
15	C1	Bass DI	Radial J48	+	-	25'
16	C2	Bass FX	Radial J48	+	-	25'
17	D1	Kryz Guitar L	Kemper 1 L XLR		-	fan out
18	D2	Kryz Guitar R	Kemper 1 R XLR		-	fan out
19	D3	Kryz Guitar BU L	Kemper 2 L XLR		-	fan out
20	D4	Kryz Guitar BU R	Kemper 2 R XLR		-	fan out
21	E1	SJ Guitar	Kemper 3 L XLR		-	15’
22	E2	SJ Guitar BU	Kemper 4 L XLR		-	15’
23	D5	Collin Guitar L	Kemper 5 L XLR		-	fan out
24	D6	Collin Guitar R	Kemper 5 R XLR		-	fan out
25	B10	Kryz Acoustic	RNDI	+	-	fan out
26	B11	Mandolin	RNDI	+	-	fan out
27	E3	SJ Acoustic Gtr	Neve RN DI		-	15’
28	B1	Piano L	Radial ProD8 Ch1		-	fan out
29	B2	Piano R	Radial ProD8 Ch2		-	fan out
30	B3	Synth L	Radial ProD8 Ch3		-	fan out
31	B4	Synth R	Radial ProD8 Ch4		-	fan out
32	B5	Pad L	Radial ProD8 Ch5		-	fan out
33	B6	Pad R	Radial ProD8 Ch6		-	fan out
34	B7	Click	Radial ProD8 Ch8		-	fan out
35	C3	Voc DSR Kryz	Telefunken M80 / Optigate	+	Tall Boom Tripod	50’
36	C4	Voc DSC SJ	Telefunken M80		Tall Boom Tripod	75'
37	C5	Voc Spare SJ	Telefunken M80		-	75'
38	C6	Voc DSL Alex	Telefunken M80 / Optigate	+	Tall Boom Tripod	25’
39	B8	Voc USR Keys Colin	Telefunken M80 / Optigate	+	Atlas MS-25 Boom	25’
40	B9	Voc USR Guitar Colin	Telefunken M80 / Optigate	+	Tall Boom Tripod	25’
41	E4	Tech Tuner SL	Radial J48	+	-	15’
42	D9	Audience SR	AKG C214	+	Short Boom Tripod	50'
43	C7	Audience SL	AKG C214	+	Short Boom Tripod	25'

M	SB	Input	Transducer	48V	Stand	Cable
44	D12	TB OSR Tech	Shure SM-58S		Tall Boom Tripod	25'
45	E5	TB OSL Tech	Shure SM-58S		Tall Boom Tripod	25'
46		TB FOH	S58			25'
47		TB MON	S58		Tall Boom Tripod	
48		MC Mic	House RF			HR
0						

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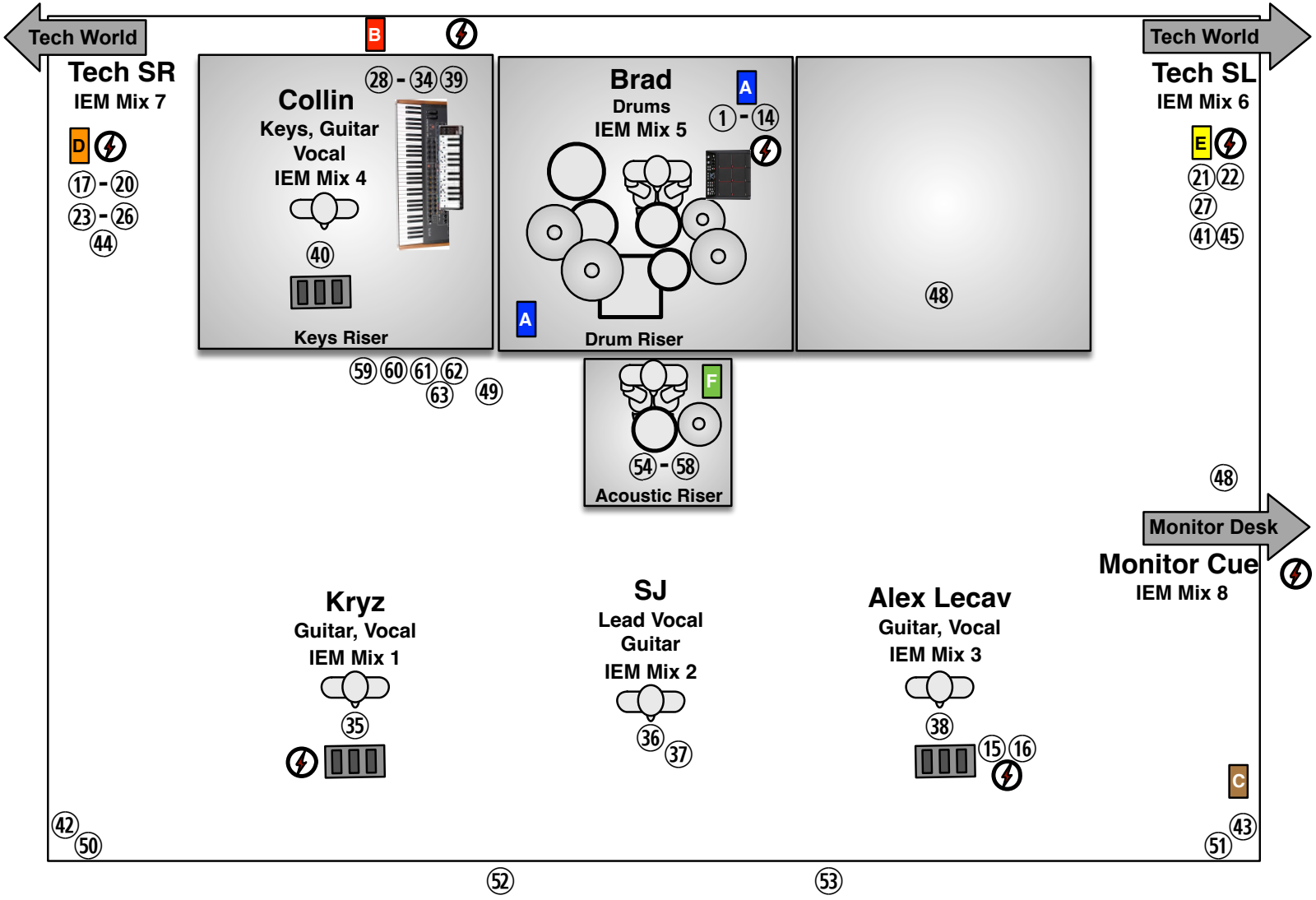
Third Eye Blind	2026	Audio Patch

(1) = Splitter Ch. ⚡ =120 Volts, 20 Amp A = Stage Box



Stage Sub Snake A Blue - Drum Riser Stage Left - 50’ 24ch and 25’ 12 channel extension

M	SB	Input	Transducer	48V	Stand	Cable
1	A1	Kick In	Shure Beta-91	+	-	15’
2	A2	Kick Out	Shure Beta-52		Short Boom Tripod	15’
3	A3	Snare Top	Telefunken M80		Short Boom Tripod	20’
4	A4	Snare Bottom	Shure Beta-57		LP Claw	20’
5	A5	Snare 2	Sennheiser e604		-	20’
6	A6	Hi-Hat	SE	+	custom	20’
7	A7	Ride	SE	+	custom	20’
8	A8	Rack Tom	Sennheiser e904		-	20’
9	A9	Floor Tom 16"	Sennheiser e904		-	10’
10	A10	Floor Tom 18"	Sennheiser e904		-	10’
11	A11	OH SR	Earthworks SR25	+	custom	15'
12	A12	OH SL	Earthworks SR25	+	custom	20’
13	A13	SPD L	Radial J48	+	-	20’
14	A14	SPD R	Radial J48	+	-	20’
15	A15					
16	A16					
17	A17					
18	A18					
19	A19					
20	A20					
21	A21					
22	A22					
23	A23					
24	A24					

Stage Sub Snake B Red - Keys Riser Stage Right - 75’

M	SB	Input	Transducer	48V	Stand	Cable
28	B1	Piano L	Radial ProD8 Ch1		-	fan out
29	B2	Piano R	Radial ProD8 Ch2		-	fan out
30	B3	Synth L	Radial ProD8 Ch3		-	fan out
31	B4	Synth R	Radial ProD8 Ch4		-	fan out
32	B5	Pad L	Radial ProD8 Ch5		-	fan out
33	B6	Pad R	Radial ProD8 Ch6		-	fan out
34	B7	Click	Radial ProD8 Ch8		-	fan out
39	B8	Voc USR Keys Colin	Telefunken M80 / Optigate	+	Atlas MS-25 Boom	25’
40	B9	Voc USR Guitar Colin	Telefunken M80 / Optigate	+	Tall Boom Tripod	25’
25	B10	Kryz Acoustic	RNDI	+	-	fan out
26	B11	Mandolin	RNDI	+	-	fan out
	B12					

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Stage Sub Snake C Brown - Down Stage Left 1 - 50’

M	SB	Input	Transducer	48V	Stand	Cable
15	C1	Bass DI	Radial J48	+	-	25'
16	C2	Bass FX	Radial J48	+	-	25'
35	C3	Voc DSR Kryz	Telefunken M80 / Optigate	+	Tall Boom Tripod	50’
36	C4	Voc DSC SJ	Telefunken M80		Tall Boom Tripod	75'
37	C5	Voc Spare SJ	Telefunken M80		-	75'
38	C6	Voc DSL Alex	Telefunken M80 / Optigate	+	Tall Boom Tripod	25’
43	C7	Audience SL	AKG C214	+	Short Boom Tripod	25'
	C8					
	C9					
	C10					
	C11					
	C12					

Stage Sub Snake D Orange - Stage Right - 100'

M	SB	Input	Transducer	48V	Stand	Cable
17	D1	Kryz Guitar L	Kemper 1 L XLR		-	fan out
18	D2	Kryz Guitar R	Kemper 1 R XLR		-	fan out
19	D3	Kryz Guitar BU L	Kemper 2 L XLR		-	fan out
20	D4	Kryz Guitar BU R	Kemper 2 R XLR		-	fan out
23	D5	Collin Guitar L	Kemper 5 L XLR		-	fan out
24	D6	Collin Guitar R	Kemper 5 R XLR		-	fan out
	D7					
	D8					
42	D9	Audience SR	AKG C214	+	Short Boom Tripod	50'
	D10					
	D11					
44	D12	TB OSR Tech	Shure SM-58S		Tall Boom Tripod	25'

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Stage Sub Snake E Yellow - Stage Left - 25’

M	SB	Input	Transducer	48V	Stand	Cable
21	E1	SJ Guitar	Kemper 3 L XLR		-	15’
22	E2	SJ Guitar BU	Kemper 4 L XLR		-	15’
27	E3	SJ Acoustic Gtr	Neve RN DI		-	15’
41	E4	Tech Tuner SL	Radial J48		-	15’
45	E5	TB OSL Tech	Shure SM-58S		Tall Boom Tripod	25'
	E6					
	E7					
	E8					
	E8					
	E10					
	E11					
	E12					

Stage Sub Snake F Green - Down Stage Left 2 - 50’

M	SB	Input	Transducer	48V	Stand	Cable
	F1					
	F2					
	F3					
	F4					
	F5					
	F6					
	F7					
	F8					
	F9					
	F10					
	F11					
	F12					

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Home Runs

M	SB	Input	Transducer	48V	Stand	Cable
	HR1					
	HR2					
	HR3					
	HR4					
	HR5					
	HR6					
	HR7					
	HR8					

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Third Eye Blind	2026	Audio Patch

SD Stage Rack 1

I.O	To / From	Note
Line Out 1	Kryz L	IEM 1 L
Line Out 2	Kryz R	IEM 1 R
Line Out 3	SJ L	IEM 2 L
Line Out 4	SJ R	IEM 2 R
Line Out 5	Alex L	IEM 3 L
Line Out 6	Alex R	IEM 3 R
Line Out 7	Collin L	IEM 4 L
Line Out 8	Collin R	IEM 4 R
Line Out 9	Brad L	IEM 5 L
Line Out 10	Brad R	IEM 5 R
Line Out 11	SR Tech L	IEM 6 L
Line Out 12	SR Tech R	IEM 6 R
Line Out 13	SL Tech L	IEM 7 L
Line Out 14	SL Tech R	IEM 7 R
Line Out 15	Cue L	IEM 8 L
Line Out 16	Cue R	IEM 8 R
Line Out 17	Side Fill L	
Line Out 18	Side Fill R	
Line Out 19		
Line Out 20		
Line Out 21	VIP L	
Line Out 22	VIP L	
Line Out 23	To FOH 1	
Line Out 24	To FOH 2	

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IEM Frequencies - Shure PSM1000

IEM Ch	YTG	Frequency	Today
1 L	Kryz L	Shure J8 554-626Mhz	
1 R	Kryz R		
2 L	SJ L	Shure J8 554-626Mhz	
2 R	SJ R		
3 L	Alex L	Shure J8 554-626Mhz	
3 R	Alex R		
4 L	Kopp L	Shure J8 554-626Mhz	
4 R	Kopp R		
5 L	Brad L	Shure J8 554-626Mhz	
5 R	Brad R		
6 L	SR Tech L	Shure J8 554-626Mhz	
6 R	SR Tech R		
7 L	SL Tech L	Shure J8 554-626Mhz	
7 R	SL Tech R		
8 L	Cue L	Shure J8 554-626Mhz	
8 R	Cue R		

Wireless Instruments - Shure ULX-D & UR4

#	YTG	Frequency	Today
Band owns guitar systems. Freq. listed here for reference.			
1	Kryz Guitar	Sennheiser AW 470-558MHz	
2	Kryz Guitar Spare	Sennheiser AW 470-558MHz	
3	Colin Guitar	Sennheiser AW 470-558MHz	
4	Cav Bass x 2 freqs	Sennheiser AW 470-558MHz	
5	Ac GTR x 2 freqs	Sennheiser AW 470-558MHz	
6	SJ Guitar	Shure Axient	
7	SJ GTR Spare	Shure Axient	
	Wireless 1		
	Wireless 2		

Reference

Sennheiser AW	470-558MHz
Shure G10	470-542Mhz
Shure H4	518-578Mhz
Shure J8	554-626Mhz

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THIRD EYE BLIND

Backline Rider 2025

Any questions please contact
Ryan Garvey +1(813)842-0475 r23.ryang@gmail.com

Drums: ***on a 8x8x1' riser***
(1) DW 16x22 Bass Drum (Remo Powerstroke 3 head)
(1) DW 12" Rack tom (Remo Pinstripe head)
(1) DW 16" Floor Tom (Remo Pinstripe head)
(1) DW 18" Floor Tom (Remo Pinstripe head)
(1) DW 14 x 6" Wood Snare (Remo controlled sound head)

(SPARES) we carry our own cymbals

(1) Set 14" Zildjian Quickbeats hi-hats (1) 20" Zildjian K Ride
(1) 19" Zildjian A Crash Cymbal
(1) 18" Zildjian A Crash Cymbal

(1) 18" Zildjian China Cymbal

(1) DW5000 Double Bass Drum Pedal
(1) DW7000 Drum Throne (no contoured seats) (4) DW5000 Cymbal Stands - MUST BE BOOM (2) DW5000 Snare Stand
(1) DW5000 Two Legged Hi-Hat Stand

(1) High Power Fan

~~**(1) 8x8’ drum rug**~~

~~***Bass drum head must be a solid color, prefer white. No logos *Drum kit must be a solid color; no ugly swirls or tie-dye nonsense.**~~

NOTE:

Please do not set up drums before arrival. Please uncase and place them on the SL riser. Our drum tech prefers to set them up when we arrive.

~~**Guitar Amps:**~~
~~**(2) Vox AC30 2x12 – (spare) we use all kempers that we carry**~~

~~**(2) Marshall 4x12 Matching Cabinets (Dummy cabs)**~~

~~**(2) 3' Speaker Cable**~~

~~***If you do not have these specific amplifiers, please send a list of what you do have.**~~

~~**Guitars:**~~

~~**(1) Gibson Acoustic Guitar J45 (Hummingbird will work as alternative)**~~

~~***- D'Addario EJ16 Phosphor Bronze .012-.053 ACOUSTIC***~~

~~**(1) Gibson ES335 – (w/Schaller strap locks and pick-guards. MUST!)**~~

~~***- D'Addario EJ21 Nickel Wound Electric Strings - .012-.052 Jazz Light Wound 3rd***~~

~~**(2) Gibson Les Paul (w/Schaller strap locks and pick-guards. MUST!) - D'Addario XL Nickel Wound Electric Strings - .011-.049**~~

~~**(1) Martin D-28 or similar**~~

~~**(2) 8-Space Ultracase Guitar Boats**~~

Bass:

~~**(1) American Fender 4 string Jazz Bass**~~

~~(w/Schaller strap locks and pick guards. MUST!)~~

~~***DR Strings MR-45 Hi-Beam (Mediums 45-105)***~~

Keyboards: ~~***on a 8x8x1' riser***~~

~~**(1) 88 Key Roland RD-700 Weighted key Digital Piano**~~
~~**(1) Akai MPK 249**~~

~~**(1) X Frame Double Brace Keyboard Stands w/tier**~~

~~**(1) X Frame Single Brace Keyboard Stand**~~
~~**(1) Drum Throne (Flat circle, no contoured seats)**~~

Misc:

(4) Single space guitar stands

~~(2) Fans~~

All dressing room and hospitality needs will be confirmed and updated in writing (email) by Artist's Tour Manager during the official advancement process.

3EB DRESSING ROOM HOSPITALITY

Most of these items can be found at a Whole Foods or similar Health Food Store.

~~Alcohol~~ PURCHASER cannot provide alcohol per city policy.

- ~~(1) 12-Pack Sapporo~~
- ~~(1) 6-Pack Coors Light~~
- ~~(8) Guinness Pint Cans~~
- ~~(8) June Shine Margaritas (or Cutwater)~~
- ~~(1) Justin / Saldo / Dao red wine or similar~~
- ~~(2) Dom Perignon~~

Beverages

- (5) Cold-Pressed Green Juices – Low Sugar
- (5) Large Essentia Waters or similar alkaline water
- (5) High Brew Coffee *Double Espresso (or La Colombe or Stumptown)
- (5) Ginger shots
- (1) Genmaicha Green Tea
- (1) PG Tips English Tea
- (1) Chamomile Tea
- (1) Unsweetened almond milk
- (1) Quart whole milk
- (5) Bottles Topo Chico mineral water (or La Croix/Perrier)
- (1) Package of coffee cups

Food

- (2) Greek Yogurt *Plain
- (4) Barebells Protein Bars
- (1) Justin's Peanut Butter Cups
- (1) Tortilla Chips
- (1) Hot Salsa
- (1) Guacamole
- (3) Hillshire Small Plates
- (1) Beef Jerky *Spicy, all-natural
- (1) Almonds *Light salt roasted

All dressing room and hospitality needs will be confirmed and updated in writing (email) by Artist's Tour Manager during the official advancement process.

- (1) Pumpkin Seeds
- (1) Belmont Peanuts (Sea Salt)
- (5) Organic Bananas
- (1) Fresh-Cut Fruit
- (5) LMNT hydration packets

Other

- (1) Hot Water Kettle
- (1) Clothes Steamer
- (2) Containers Pur Gum (or other aspartame-free gum)

3EB Dressing Room #2 (SJ's)

- (1) Form Protein Chocolate
- (1) Beam Creatine (important) if can not find Beam get another Creatine Brand
- (1) Beam Supplement Dream
- ~~(1) Lighted magnifying makeup mirror~~
- ~~(1) Small bottle Listerine~~
- ~~(1) Mach3 Razor Blades~~
- ~~(1) Fluoride-free toothpaste~~
- (1) Hand sanitizer
- ~~(1) Medium toothbrush & travel-size toothpaste~~
- ~~(1) iPhone USB-C Charger~~

Stage

- (8) Black stage towels
- (8) Medium-size Fiji waters

Production Office

- 24 Bottles of water – any brand

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

3EB Touring, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

901 A Street, Suite C

6 City, state, and ZIP code

San Rafael, CA 94901

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

9	4	–	3	2	6	6	8	7	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date** 1/15/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

~~Deposit Bank Wire~~

~~Information Only~~

ARTIST will be paid by PURCHASER with city check

Venue date and artist MUST be included in wire information!

~~Wire information for WME, Nashville, TN~~

William Morris Endeavor Entertainment, LLC Client Account #684001426

City National Bank
ABA 064009445
1005 17th Ave S
Suite 600
Nashville, TN 37212

CITY OF PLYMOUTH

RESOLUTION NO. 2026-

RESOLUTION APPROVING THE ARTIST CONTRACT FOR 3EB TOURING, INC. FOR HILDE AMPLIFIED ON AUGUST 1, 2026

WHEREAS, Hilde Amplified is a brand-new concert series hosted at the Hilde Performance Center; and

WHEREAS, the city is bringing two nights of live music to the Hilde Performance Center on July 31- August 1, 2026; and

WHEREAS, 3EB Touring, Inc. (Third Eye Blind) will be one of the Saturday night artists; and

WHEREAS, the contract amount for 3EB Touring, Inc. is $200,000 payable on completion of the contract; and

WHEREAS, staff and city attorney have reviewed and recommend approval of the contract with 3EB Touring, Inc.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the contract and payment for 3EB Touring, Inc. is approved.

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

Regular City Council
July 28, 2026
Agenda Number: 6.7

To:	Dave Callister, City Manager
Prepared by:	Shawn Drill, Senior Planner
Reviewed by:	Grant Fernelius, CED Director
Item:	**Approve conditional use permit for attached garage space exceeding 1,000 square feet in area for property located at 5680 Juneau Lane (Brad Middendorf -- 2026038)**

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1. Action Requested:

Adopt attached resolution approving conditional use permit to allow attached accessory/garage space exceeding 1,000 square feet in area for property located at 5680 Juneau Lane.

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

2. Background:

On July 15, the Planning Commission reviewed the proposal, conducted the required public hearing, and subsequently voted unanimously to recommend approval. In addition to the applicant, one person from the public spoke to ask what would be stored in the additional garage space. Staff responded that the applicant would use the additional garage space as inside storage for items (e.g., trailer, vehicles, lawn maintenance equipment) that are presently stored outside. The Planning Commission minutes and report are attached.

Notice of the Planning Commission's public hearing was published in the city's official newspaper and mailed to all property owners within 500 feet of the site.

Update with New Information: On July 16, the applicant submitted revised plans that would increase the width of the living portion of the addition (on main level of the home) by three feet, as well as the accessory storage space below. The size of the proposed garage addition would not be affected by the revised plans. The revised plans would, however, result in increasing the total amount of proposed new accessory storage

space (on lower/walkout level of the home) by roughly 99 square feet. The revised plans are attached. Staff continues to recommend approval of the requested conditional use permit with the revised plans, based upon the findings that: 1) the revised plans do not alter staff's original conditional use permit analysis or findings; and 2) the proposed addition, under the revised plans, would continue to comply with all minimum building setback regulations.

3. Budget Impact:

N/A

4. Attachments:

1. Planning Commission Minutes 07-15-2026
2. Planning Commission Report
3. Location Map
4. Applicant's Narrative
5. Conditional Use Permit Standards
6. Revised Plans - Received July 16, 2026
7. Resolution

Proposed Minutes
Planning Commission Meeting
July 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 July 15, 2026.

COMMISSIONERS PRESENT: Chair Michael Boo, Marc Anderson, Julie Olson, Greg Hansen, and Josh Fowler

COMMISSIONERS ABSENT: Jim Willis and Neha Markanda

STAFF PRESENT: Planning Manager Lori Sommers, Senior Planner Shawn Drill, and Associate Planner Sophia Kucera

OTHERS IN ATTENDANCE: City Council Liaison Julie Pointner

Public Hearing

(5.1) Conditional use permit for attached garage space exceeding 1,000 square feet in area for property located at 5680 Juneau Lane (Brad Middendorf – 2026-038)

Senior Planner Drill presented the staff report.

Commissioner Anderson asked about the distance between the wetland and the structure.

Senior Planner Drill replied that the distance would be about 18 feet, which exceeds the minimum distance of 15 feet.

Commissioner Olson asked if approval for a 1,000-square-foot structure is needed, even though the property is five acres in size.

Senior Planner Drill replied that is correct, as that is the trigger that requires a conditional use permit (CUP).

Chair Boo introduced the applicant, Brad Middendorf, ward 4, who stated that he was present to address any questions.

Chair Boo opened the public hearing.

Chair Boo introduced David Bonn, ward 4, who stated that he was interested in how the building would be used. He asked if the garage would be used to store the equipment that is typically outdoors, as he does not want to look at a junkyard. He stated that he does not object to the addition, but wanted to ensure the property is being cleaned up a bit.

Chair Boo closed the public hearing.

Senior Planner Drill stated that it is his understanding that the applicant has requested the additional garage space to store some of those items currently stored outdoors.

Motion was made by Commissioner Fowler, and seconded by Commissioner Olson, to recommend approval of a resolution approving a conditional use permit for attached garage space exceeding 1,000 square feet in area for the property located at 5680 Juneau Lane, subject to the conditions within the draft resolution. With all Commissioners voting in favor, the motion carried.

Chair Boo noted that this item is scheduled to go before the city council at the July 28, 2026, meeting.

Regular Planning Commission
July 15, 2026
Agenda Number: 5.1

To:	Planning Commission
Prepared by:	Shawn Drill, Senior Planner
Reviewed by:	Grant Fernelius, CED Director
Item:	**Conditional use permit for attached garage space exceeding 1,000 square feet in area for property located at 5680 Juneau Lane (Brad Middendorf -- 2026-038)**

1. Action Requested:

Conduct the public hearing and move to recommend approval of the requested conditional use permit, subject to the findings and conditions listed in the attached resolution.

2. Background:

See attached Planning Report.

3. Budget Impact:

N/A

4. Attachments:

1. Planning Report
2. Location Map
3. Applicant's Narrative
4. Conditional Use Permit Standards
5. Plans
6. Resolution

City of Plymouth

To: Plymouth Planning Commission

From: Shawn Drill, Senior Planner (763-509-5456)
Community and Economic Development Department

Subject: 5680 Juneau Lane – Conditional use permit for attached accessory/garage space exceeding 1,000 square feet in area (Brad Middendorf -- City File No. 2026-038)

Ward: 4 (northeast area)

Deadline: October 9, 2026

SUMMARY

The applicant is requesting approval of a conditional use permit to allow an addition onto the east side of the existing home. The addition would result in attached accessory/garage space exceeding 1,000 SF. Under the request, the area of attached accessory/garage space would increase from 648 square feet (existing) to 2,179 square feet (proposed), for a total increase of 1,531 square feet.

RECOMMENDED ACTION

Community and Economic Development Department staff is recommending approval of the request, subject to the findings and conditions outlined in the attached resolution.

SITE INFORMATION

Land Use and Zoning

The site is guided LA-2 (living area 2) on the city's comprehensive plan. The site is zoned FRD (future restricted development), which replaced the former R-O (rural residential/open agricultural) zoning district.

	Use	Land Use Designation (2040 Comprehensive Plan)	Zoning
Subject Site	Single-family home on large rural lot	LA-2	FRD
North	Northwest Greenway Trail --City of Plymouth	P-I (public/semi-public/institutional)	P-I (public/institutional)
North (of 57th Ave.)	"Trillium Woods" senior housing co-op	LA-3 (living area 3)	PUD (planned unit development)
West	Single-family homes on large rural lots	LA-2, and LA-1 (living area 1)	FRD
South	Twin homes & single-family homes in "Glacier Vista"	LA-2	PUD
East (of Cheshire Pkwy.)	Preserved open space & single-family homes in "Camelot Nine at Begin"	LA-2	PUD

School District

The site is located in the Osseo School District (ISD #279).

Site Characteristics

The site contains roughly 5 acres. The site: 1) lies in the Shingle Creek drainage district; 2) is not located within the flood plain; 3) lies within the shoreland overlay districts for both Lake Camelot and Pomerleau Lake; and 4) contains medium-quality (Manage 2) wetland areas in the central and easterly portions of the property.

The property is accessed via a private road east of Juneau Lane that serves three properties.

Previous Actions Affecting Site

The existing home was constructed in 1992 and contains roughly 4,307 square feet in area (excludes the existing attached garage space on the west side of the home).

ANALYSIS

Conditional uses are uses that are permitted under the zoning ordinance, whereby the city may impose reasonable conditions that have a direct nexus to, and would help to address, any potential negative effects of the use.

The city code specifies that attached accessory/garage space in excess of 1,000 square feet is allowable upon issuance of a conditional use permit.

The existing attached garage on the west side of the home contains 648 square feet in area.

As previously stated, the applicant is requesting approval of a conditional use permit to allow an addition onto the east side of the existing home. The proposed addition would include some new interior home space and 1,531 square feet of attached accessory/garage space, resulting in a total of 2,179 square feet of attached accessory/garage space when the existing attached garage space is included.

The applicant states that the additional accessory/garage space would allow items presently stored outside, such as vehicles, trailers, outdoor furniture, lawn maintenance equipment, etc., to be stored inside.

The proposal includes a new second driveway east of the home that would lie between the new garage and the shared/private road segment east of Juneau Lane.

The design, materials, roof pitch, and height for the proposed addition would match existing home.

The proposal would comply with the FRD district standards and other applicable zoning regulations, as follows:

Standard	Regulation	Proposed
Front (south) setback:	50 ft. (min.)	> 90 ft. (no change)
Side (west) setback:	15 ft. (min.)	> 200 ft. (no change)
Side (east) setback:	15 ft. (min.)	450 ft.
Rear (north) setback:	25 ft. (min.)	~32 ft. (no change)
Wetland setback:	15 ft. (min.)	18 ft.
Impervious surface coverage:	25% (max.)	~19% (of upland area)
Size of attached accessory/garage space:	1,000 sq. ft. (max.) --except by C.U.P.	*2,179 sq. ft.

** C.U.P. (conditional use permit) requested.*

Wetland Protection

A “natural wetland buffer strip” is defined as an area of permanent native vegetation consisting of deep-rooted grasses and wild flowers established to protect adjacent wetlands by filtering, slowing, and infiltrating stormwater runoff prior to its discharge into wetland areas.

City code requires wetland buffer strips only in conjunction with the subdivision of property into two or more parcels. Because the applicant is not proposing a subdivision, wetland buffer requirements are not applicable in this case. For context, subdivision regulations establish wetland buffer strip requirements based on the quality classification of the wetland (the higher the quality, the greater the buffer width required). As previously noted, the on-site wetland is classified as Medium quality (Manage 2) which, under subdivision standards, would require a 30-foot-wide (average) buffer strip around the entire wetland area, as well as a 15-foot structure setback from the buffer edge.

To enhance protection of the wetland and downstream Pomerleau Lake, staff is recommending that the applicant voluntarily establish and maintain a roughly 10-foot-wide vegetated buffer strip (with no separate structure setback) along the wetland edge – in the area adjacent to the proposed addition and related driveway. There would be room to establish such a buffer, as the proposed addition would be 18 feet away from the wetland edge. The attached resolution includes a condition encouraging coordination between city staff and the applicant to evaluate opportunities for voluntary wetland buffering and protection. Staff has discussed wetland buffering with the applicant, and the applicant has stated that he is amenable to the idea.

Conclusion on Conditional Use Permit

The Planning Commission must review the requested conditional use permit for compliance with the standards listed in the zoning ordinance. A copy of the standards is attached. Staff used these standards to review the request and finds it meets all applicable standards. Specifically, the proposal:

1) would be in harmony with the standards for the FRD district and with all other applicable zoning regulations, would be consistent with LA-2 guiding and the city’s comprehensive plan, and would be congruent with the 5-acre site;

2) would promote the general public welfare by providing secure indoor storage, while not being detrimental to or endangering the public health, safety, or comfort;

3) would not be injurious to the use and enjoyment of other properties, would not have negative effects on public improvements in the area or the city as a whole, nor would it substantially diminish property values within the neighborhood;

4) would not impede the normal and orderly development of the district;

5) would not create traffic congestion in public streets; and

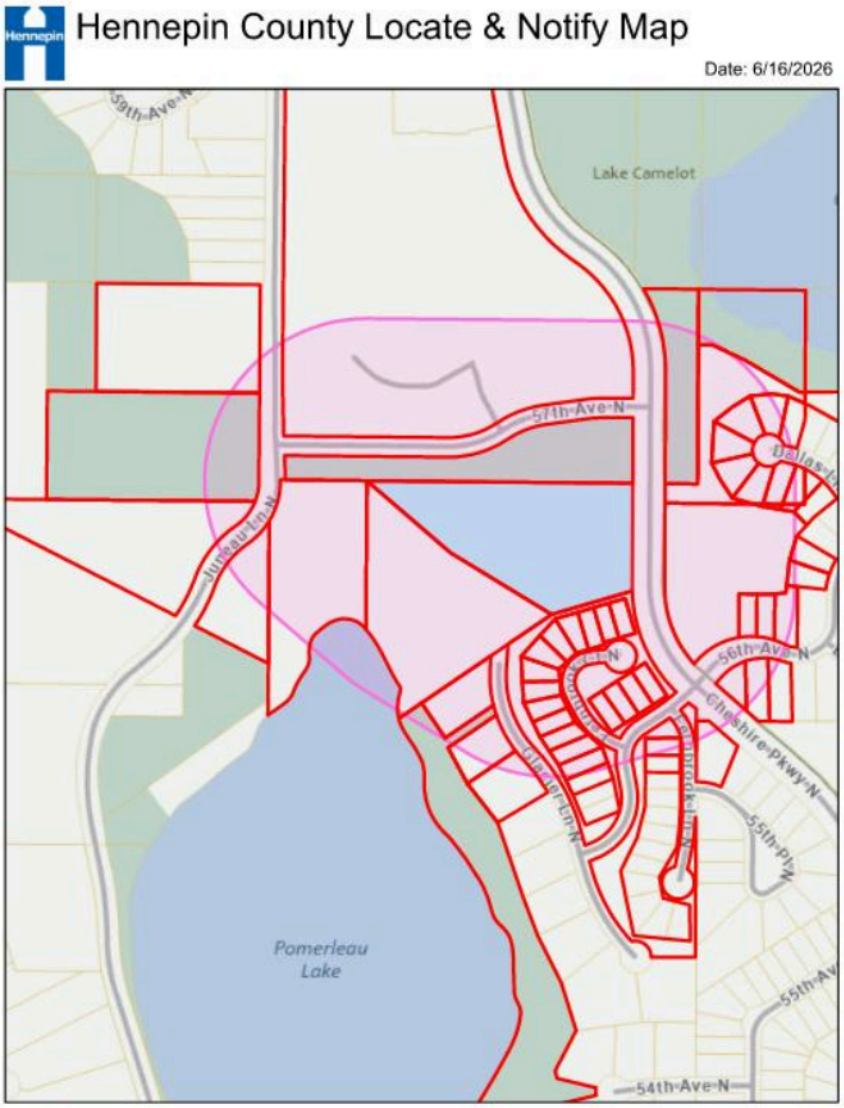
6) would conform to all applicable conditional use permit standards and all regulations of the FRD district where the site is located.

LEVEL OF DISCRETION IN DECISION-MAKING

The city's discretion in approving or denying a conditional use permit is limited to whether the proposal meets the standards listed in the zoning ordinance. If it meets the specified standards, the city must approve the conditional use permit. However, the level of discretion is affected by the fact that some of the standards may be open to interpretation.

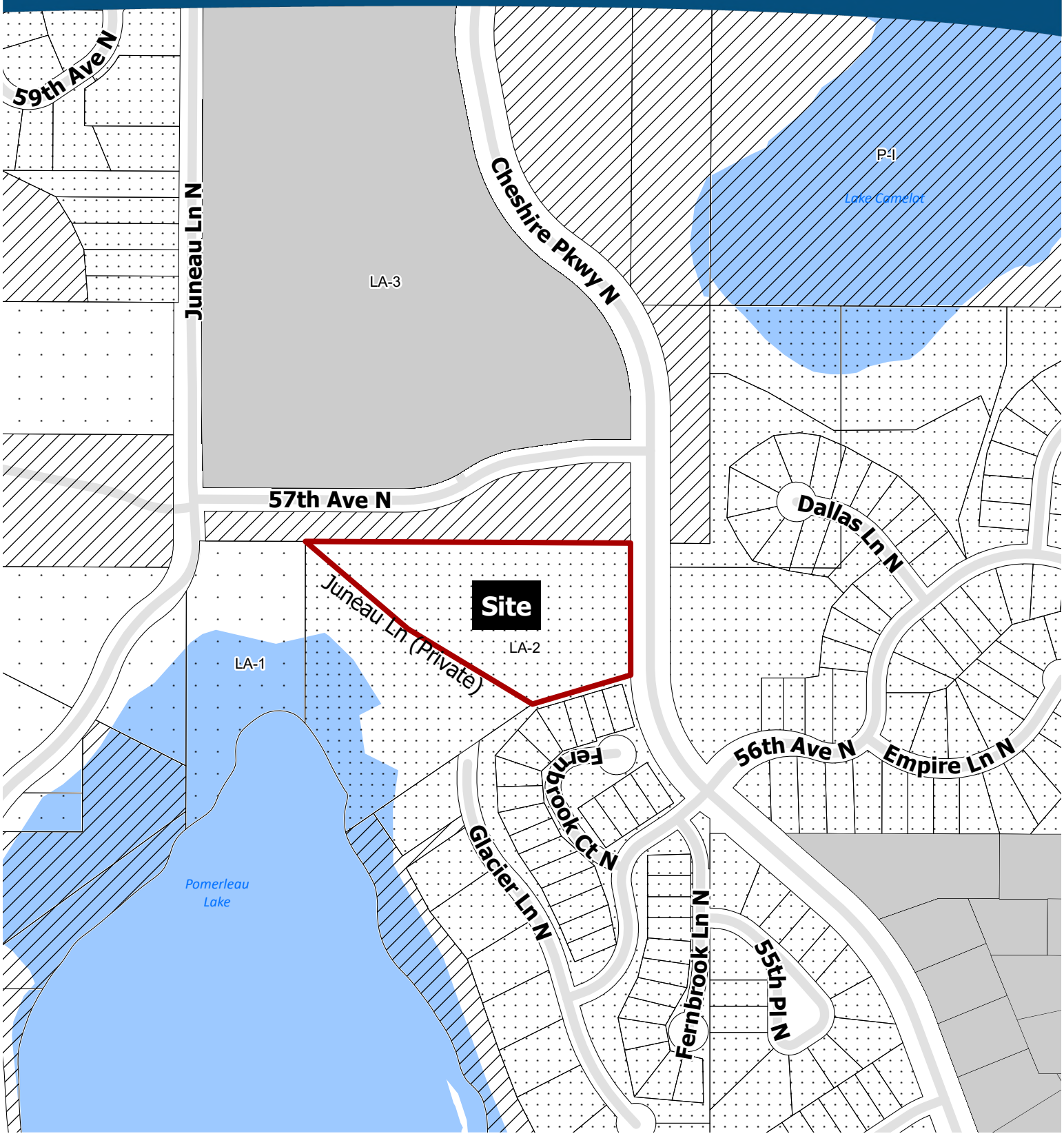
PUBLIC NOTICE

Notice of the public hearing was published in the city's official newspaper and mailed to all property owners located within 500 feet of the site.



2026038 Location Map
Brad Middendorf - 5680 Juneau Ln
Conditional Use Permit Application

City of Plymouth



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

N

0 440 Feet

This represents a compilation of information and data from city, county, state and other sources that has not been field verified. Information should be field verified and compared with original source documents.

NEW SUBMISSION Conditional Use Permit Application Checklist

Conditional Use Permit Application Checklist

06/08/2026 16:45 PM

Permit Use	
What is the proposed project? Explain what you're doing and why you need a conditional use permit.	I have 5.3 acres and want to add onto my house and add two garages on the East side of the house. I need a conditional use permit so that I can exceed the 1000 sq feet of Garage.
How does the use, and associated conditional use permit, comply with, and effect, the Plymouth Comprehensive Plan?	The permit allows me to add to the Master Bedroom, bath & closet and will make the home a more xecutive home suitable for the 5 acres of land.
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.	The home will add value to the neghborhood and enhance neighboring property values.
Explain how the conditional use permit would not be injurious to the use and	My Property is secluded and is hundreds of feet from

enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.	neighboring properties in the area.
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.	My addition would not negatively affect neighboring properties.
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 addition would allow less property to be stored outside as more vehicles and property could be stored in a covered garage.
Will the conditional use conform to the applicable regulations of the district in which it is located? Explain.	Yes, the property would conform to the district.
Does the conditional use comply with the general and specific performance standards as specified by Section 21015 and the Plymouth Zoning Ordinance?	Yes this will positively affect the use of the Property and enhance the value and overall use of the property and effectively providing for more storage space under a roof for the large property.
Requirements	
File Upload	Plymouth 5680 Plans for City of Plymouth.pdf

Subd. 5. The Planning Commission shall consider possible adverse effects of the proposed conditional use. Its judgment shall be based upon (but not limited to) the following factors:

(a) Compliance with and effect upon the Comprehensive Plan, including public facilities and capital improvement plans.

(b) The establishment, maintenance or operation of the 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.

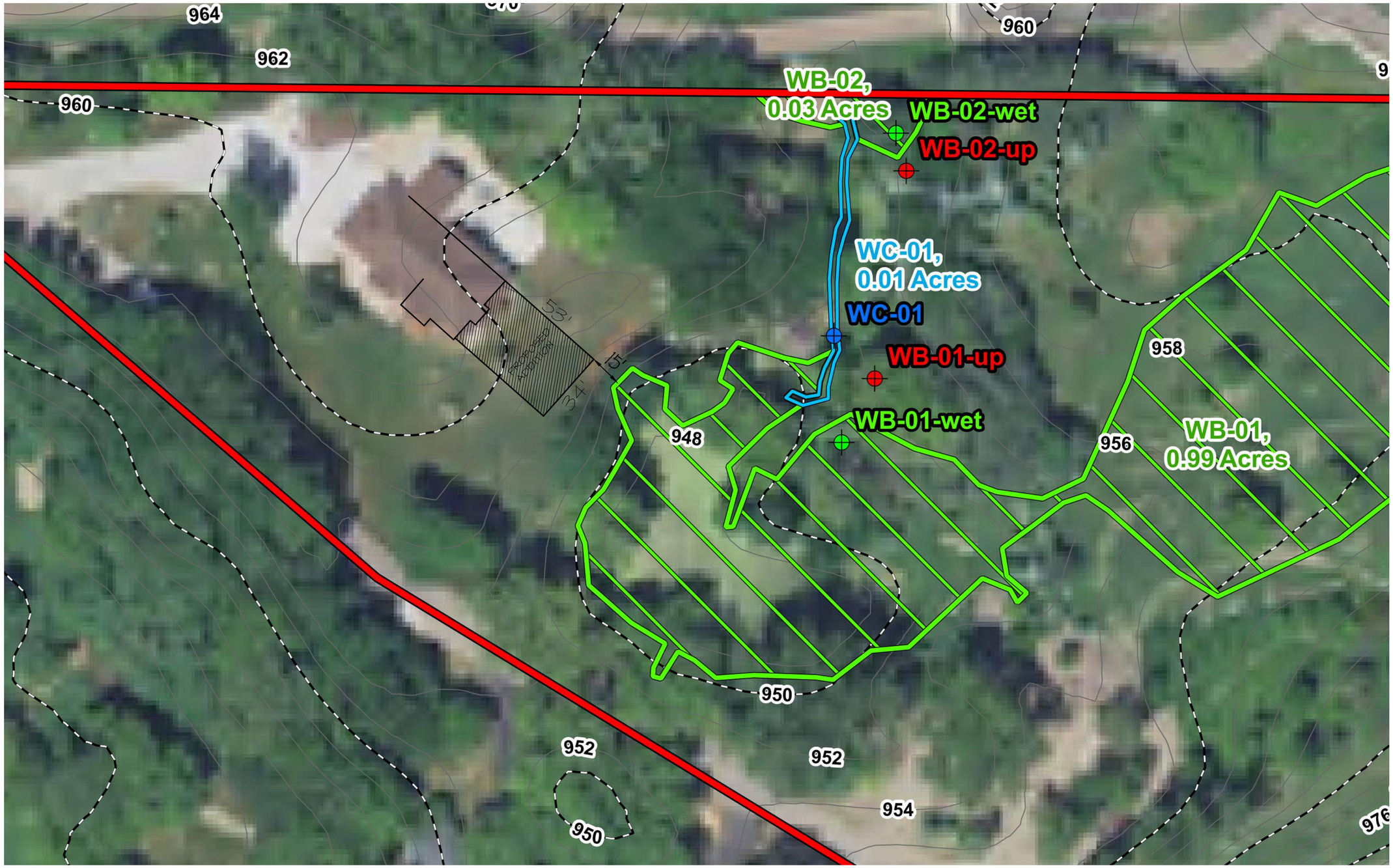
(c) The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

(d) 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.

(e) Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.

(f) The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.

(g) The conditional use complies with the general and specific performance standards as specified by this Section and this Chapter.



STEVE'S DRAFTING & HOME DESIGN

3100 RHODE ISLAND AVE. S.
ST. LOUIS PARK, MN
55426
TEL (612) 221-5772
FAX (952) 920-3722
EMAIL: STEVESDRAFTING@GMAIL.COM

DRAWN: SBM
CHECKED:
DATE: 5/18/23
SCALE: 1" = 50'
SQ. FT.

REVISED
5/26/23
4/4/25
3/26/26
7/13/26

ADDITION FOR:
BRAD & DEBBIE MIDDENDORF
LOT | BLOCK | COUNTY: HENNEPIN
DEVELOPMENT

STREET ADDRESS
5680 JUNEAU LANE N.
CITY, STATE
PLYMOUTH, MN 55446

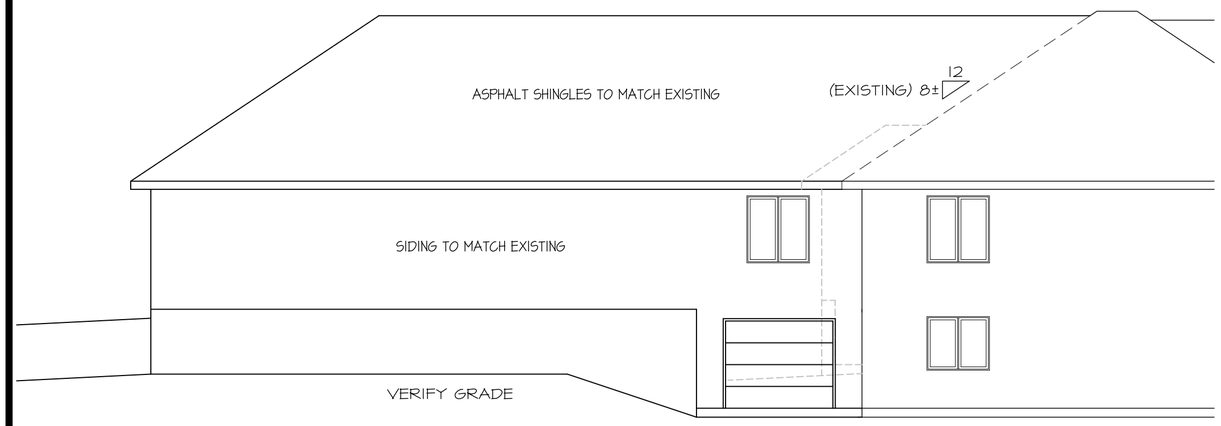
STEVE'S DRAFTING & HOME DESIGN ASSUMES NO RESPONSIBILITY FOR STRUCTURAL OR DIMENSIONAL ERRORS OR OMISSIONS. THE CONTRACTOR AND /OR OWNER MUST VERIFY AND CHECK ALL NOTES, DETAILS, ELEVATIONS, SECTIONS AND FLOOR PLANS AND NOTIFY STEVE'S DRAFTING OF ANY ERRORS OR OMISSIONS FOR POSSIBLE CORRECTION PRIOR TO START OF CONSTRUCTION. NO WARRANTIES EXPRESS OR IMPLIED INCLUDING COMPLIANCE OF THIS PLAN WITH APPLICABLE BUILDING CODE REQUIREMENTS ARE MADE, EXCEPT THOSE IN WRITING SIGNED BY THE MAKER.

SHEET DESCRIPTION
SITE PLAN

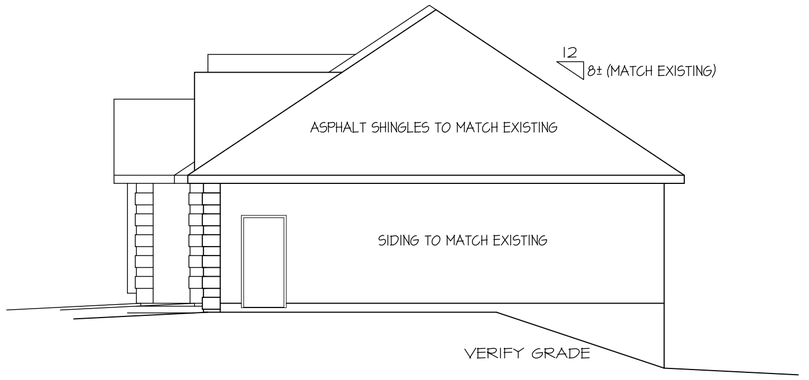
COPYRIGHT
©2023
STEVE'S DRAFTING
& HOME DESIGN

PLAN NUMBER
C202341

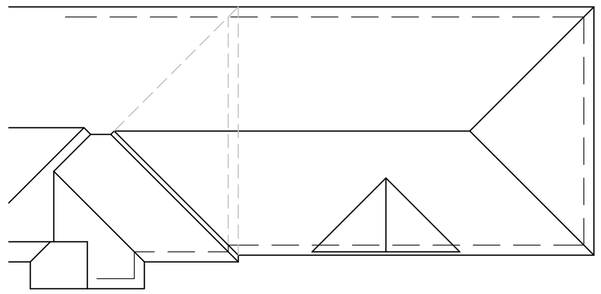
SHEET
1
OF
7



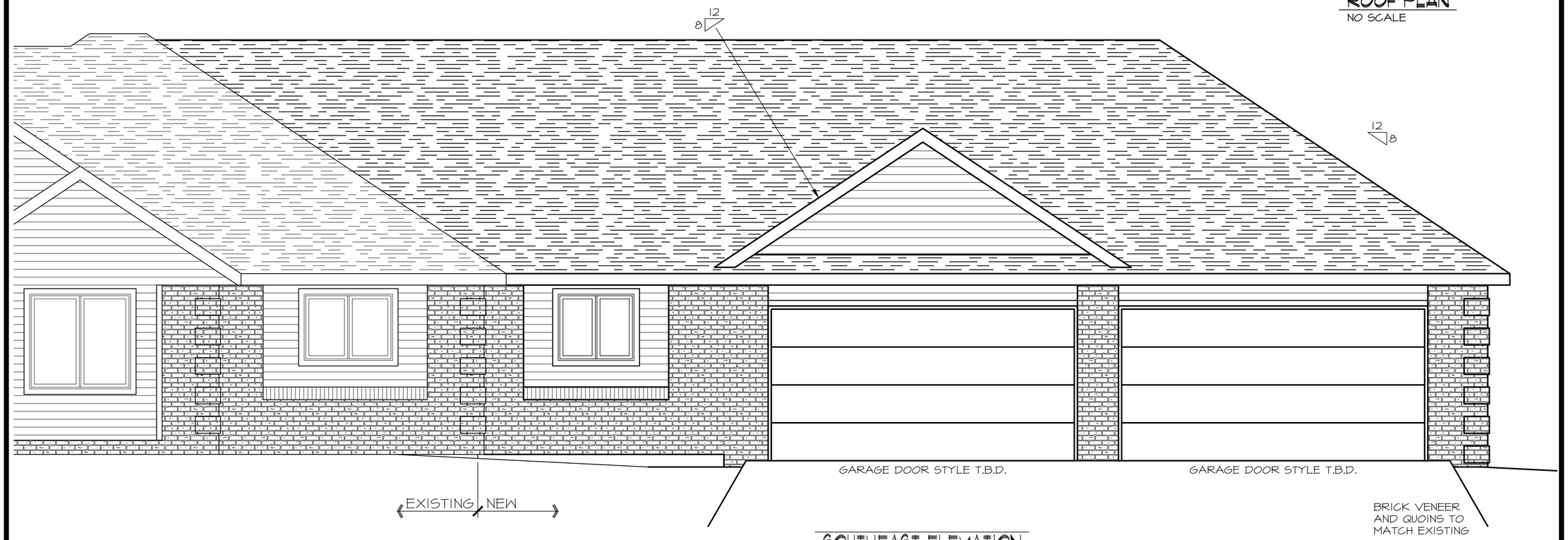
NORTHEAST ELEVATION
SCALE: 1/8"=1'



SOUTHWEST ELEVATION
SCALE: 1/8"=1'



ROOF PLAN
NO SCALE



SOUTHEAST ELEVATION
SCALE: 1/4"=1'

STEVE'S DRAFTING
& HOME DESIGN

3100 RHODE ISLAND AVE. S.
ST. LOUIS PARK, MN
55426
TEL (612) 221-5772
FAX (952) 920-3722
EMAIL: STEVESDRAFTING@GMAIL.COM

DRAWN: SBM
CHECKED:
DATE: 5/18/23
SCALE: AS NOTED
SQ. FT.:

REVISED
5/26/23
4/4/25
3/26/26
7/13/26

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CITY, STATE
PLYMOUTH, MN 55446

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SHEET DESCRIPTION
EXTERIOR ELEVATIONS

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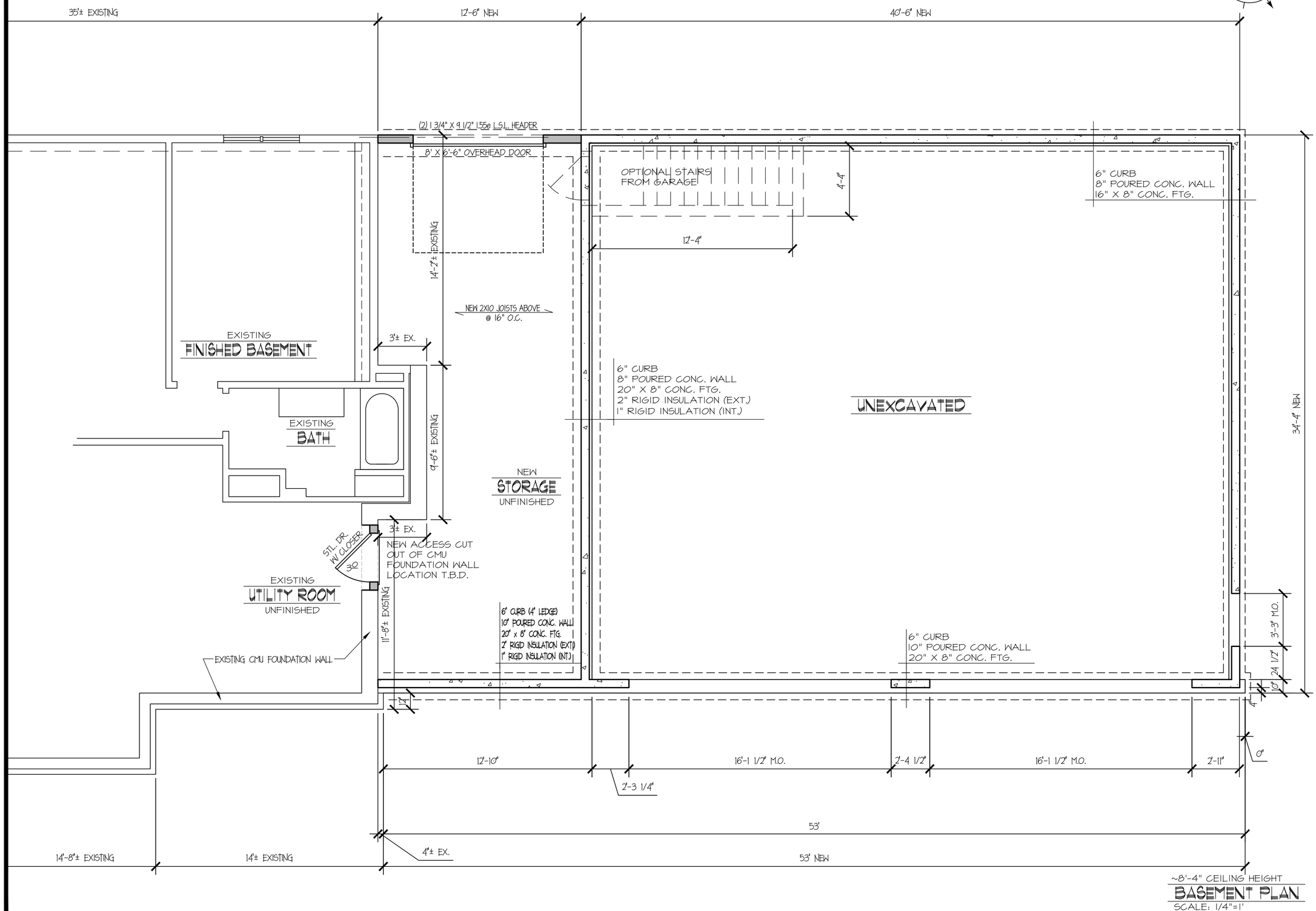
& HOME DESIGN

PLAN NUMBER
C202341

SHEET
2
OF
7

MASONRY CONTRACTOR TO VERIFY ALL FOUNDATION DIMENSIONS
WITH FRAMING PLAN AND NOTIFY GENERAL CONTRACTOR AND
STEVE'S DRAFTING AND HOME DESIGN OF ANY DISCREPANCIES



BASEMENT PLAN

SCALE: 1/4"=1'

STEVE'S DRAFTING & HOME DESIGN

3100 RHODE ISLAND AVE. S.
ST. LOUIS PARK, MN
55426
TEL (612) 221-5772
FAX (952) 920-3722
EMAIL: STEVESDRAFTING@GMAIL.COM

DRAWN: SBM
CHECKED:

DATE: 5/18/23

SCALE: 1/4" = 1'

SQ. FT.:

REVISED
5/26/23
4/4/25
3/26/26
7/13/26

ADDITION FOR:
BRAD & DEBBIE MIDDENDORF

LOT | BLOCK | COUNTY: HENNEPIN
DEVELOPMENT

STREET ADDRESS
5680 JUNEAU LANE N.
CITY, STATE
PLYMOUTH, MN 55446

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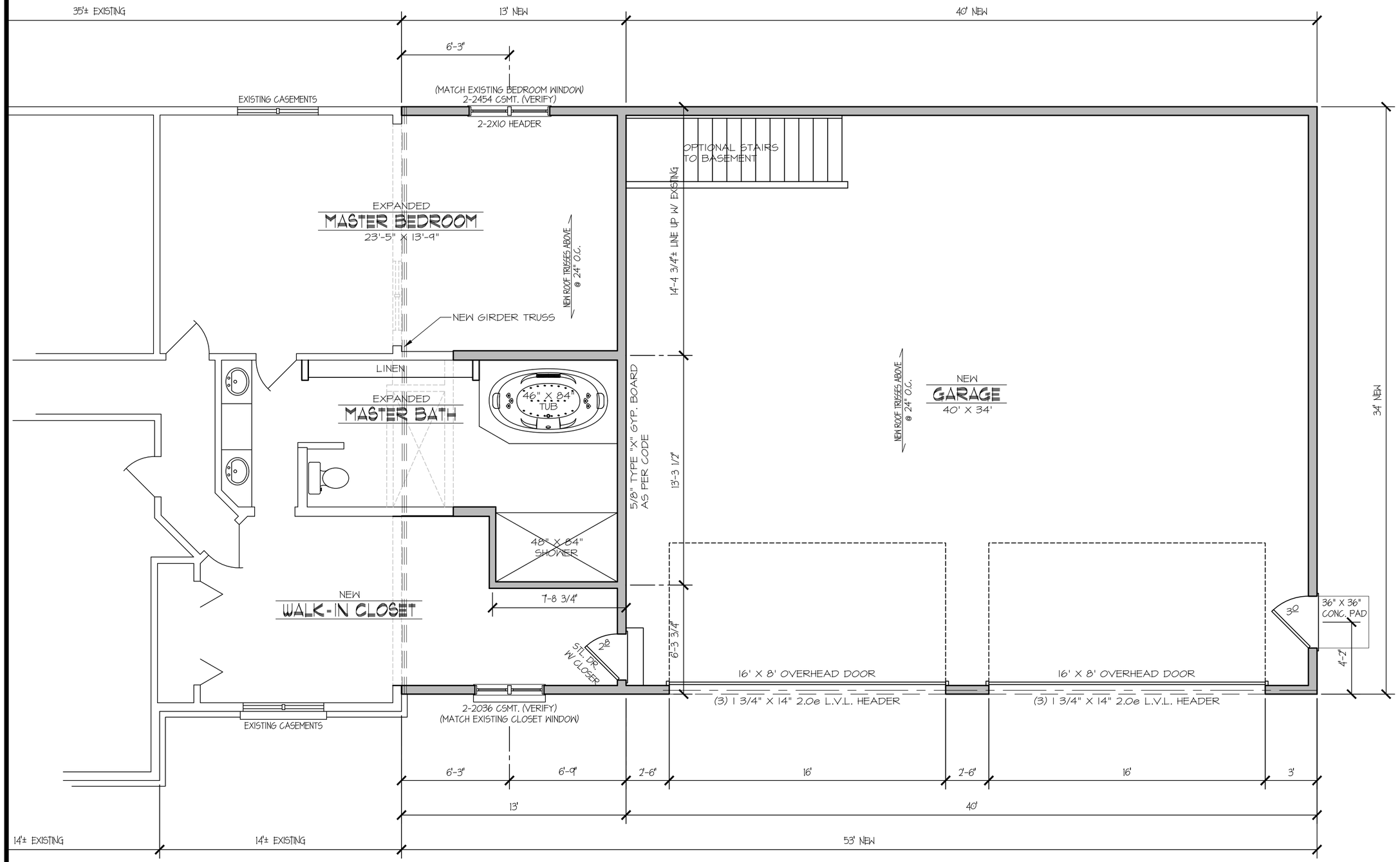
SHEET
3
OF
7

TRUSS MANUFACTURER TO VERIFY ANY SPECIAL TRUSS DESIGN REQUIREMENTS AND NOTIFY STEVE'S DRAFTING & HOME DESIGN AND CONTRACTOR/HOMEOWNER OF ANY REQUIRED REVISIONS PRIOR TO FABRICATION OF TRUSSES.
EXTERIOR DIMENSIONS DO NOT INCLUDE SHEATHING



FRONT GARAGE WALLS TO BE FRAMED ACCORDING TO APA APPROVED ENGINEERED WALL BRACING METHOD W/ 7/16" OSB SHEATHING & KANT SAG STRAP #LSTI22.

OTHER GARAGE WALLS TO HAVE 7/16" OSB SHEATHING.

2-2 X 10 HEADER TYPICAL (UNLESS NOTED OTHERWISE)

8'-1 1/8" PLATE HEIGHT

FIRST FLOOR PLAN

SCALE: 1/4"=1'
414 SQ. FT. NEW

STEVE'S DRAFTING & HOME DESIGN

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SQ. FT.

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7/13/26

ADDITION FOR:
BRAD & DEBBIE MIDDENDORF
LOT | BLOCK | COUNTY: HENNEPIN
DEVELOPMENT

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FIRST FLOOR PLAN

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OF
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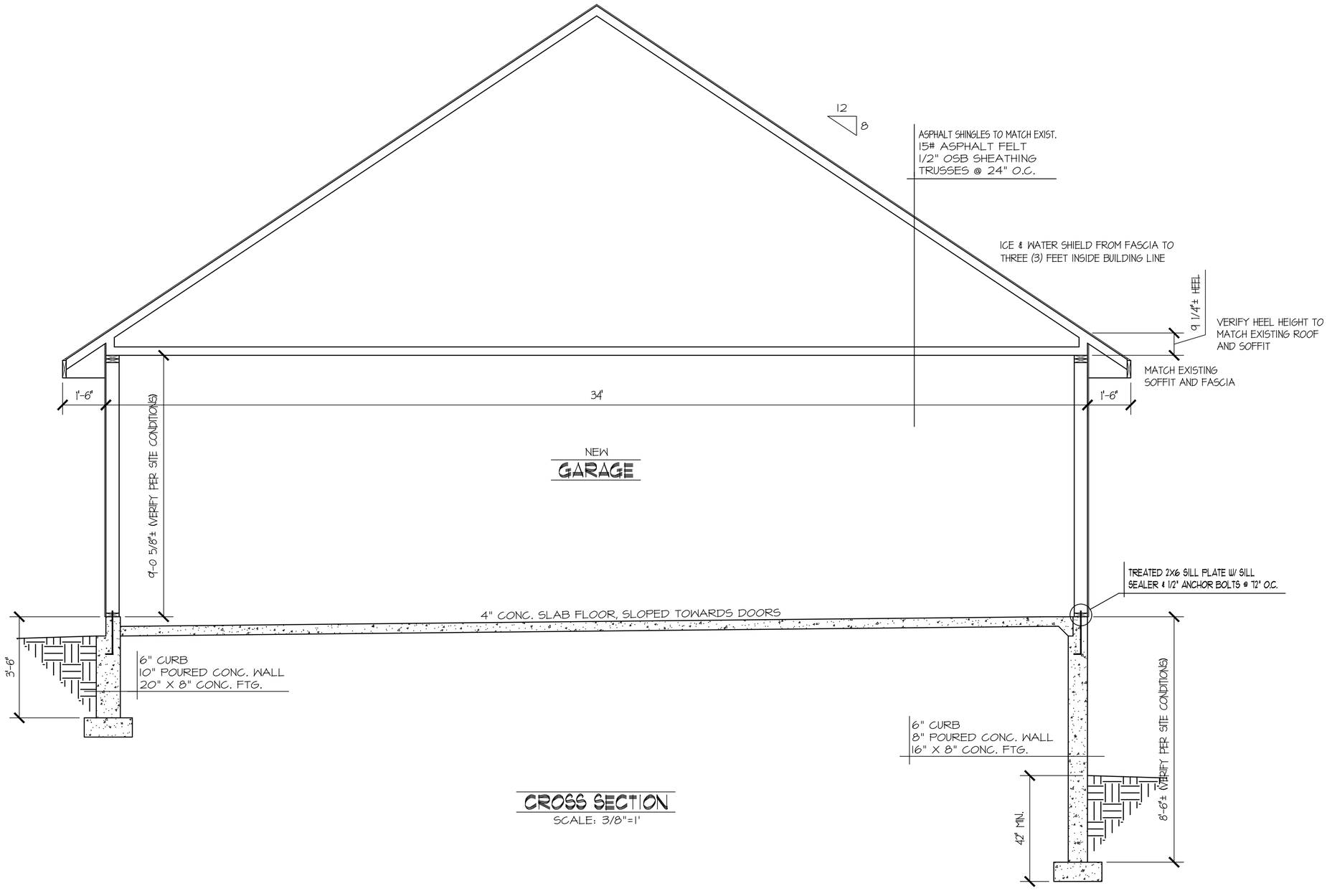

CROSS SECTION

SCALE: 3/8"=1'

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DATE 5/18/23

SCALE AS NOTED

SQ. FT.

REVISED
5/26/23
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ADDITION FOR:
BRAD & DEBBIE MIDDENDORF

LOT | BLOCK | COUNTY: HENNEPIN

DEVELOPMENT

STREET ADDRESS
5680 JUNEAU LANE N.

CITY, STATE
PLYMOUTH, MN 55446

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CROSS SECTIONS

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OF
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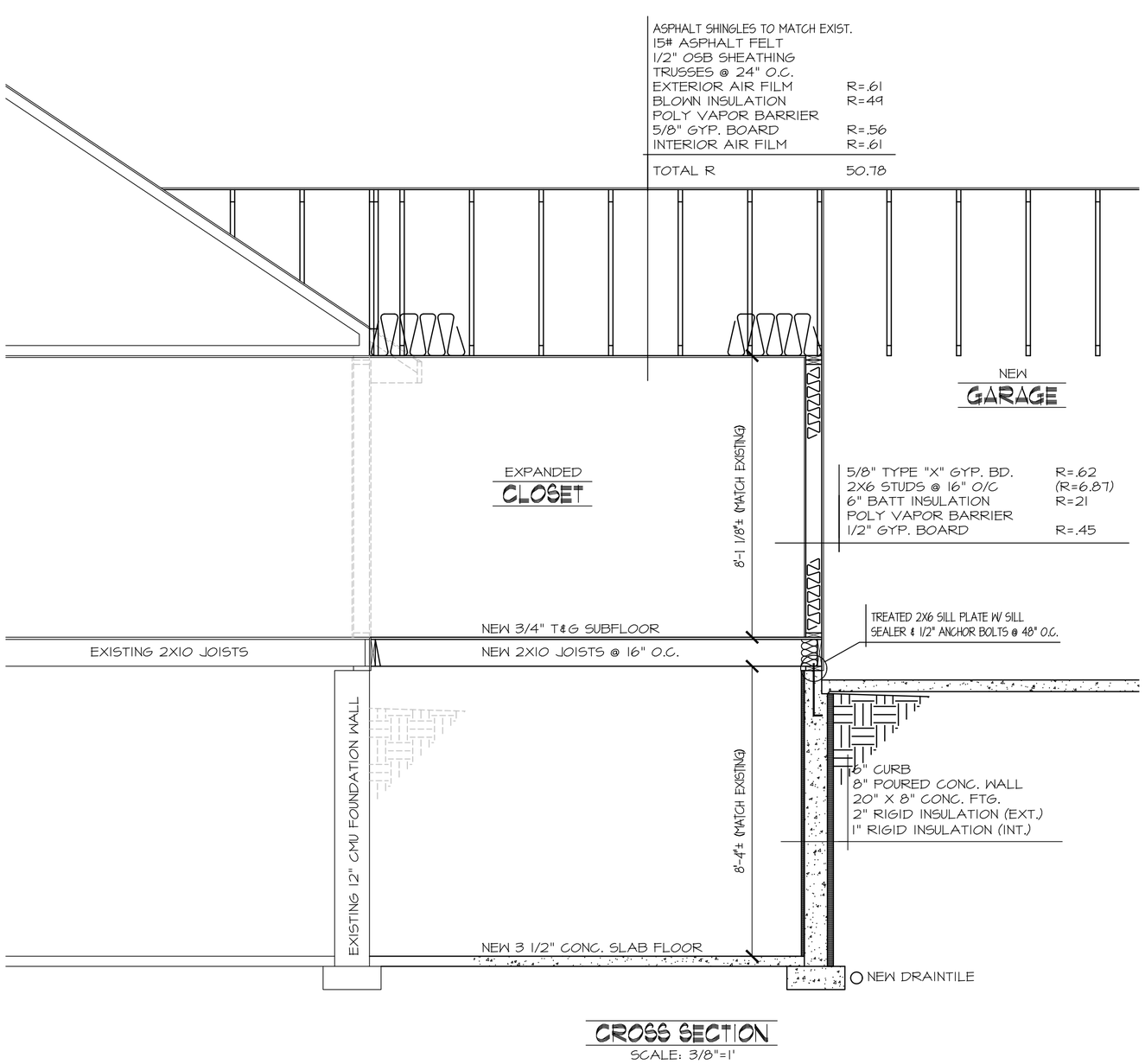
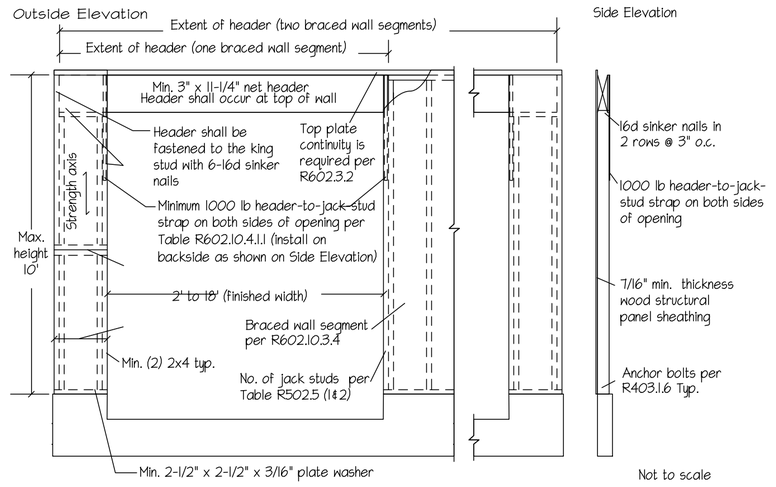


CROSS SECTION

SCALE: 3/8"=1'



Fasten sheathing to header with 8d common nails in 3 in. grid pattern as shown and 3 in. o.c. in all framing (studs and sills) typ.

For a panel splice (if needed), panel edges shall be blocked and occur within 24 in. of mid height. One row of typ. sheathing-to-framing nailing is required in each panel.

Min. length based on 4:1 height-to-length ratio. For example: 24 in. min. for 8 ft. height.

PFG WALL BRACING DETAILS

STEVE'S DRAFTING & HOME DESIGN

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SCALE AS NOTED

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ADDITION FOR:
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LOT | BLOCK | COUNTY: HENNEPIN
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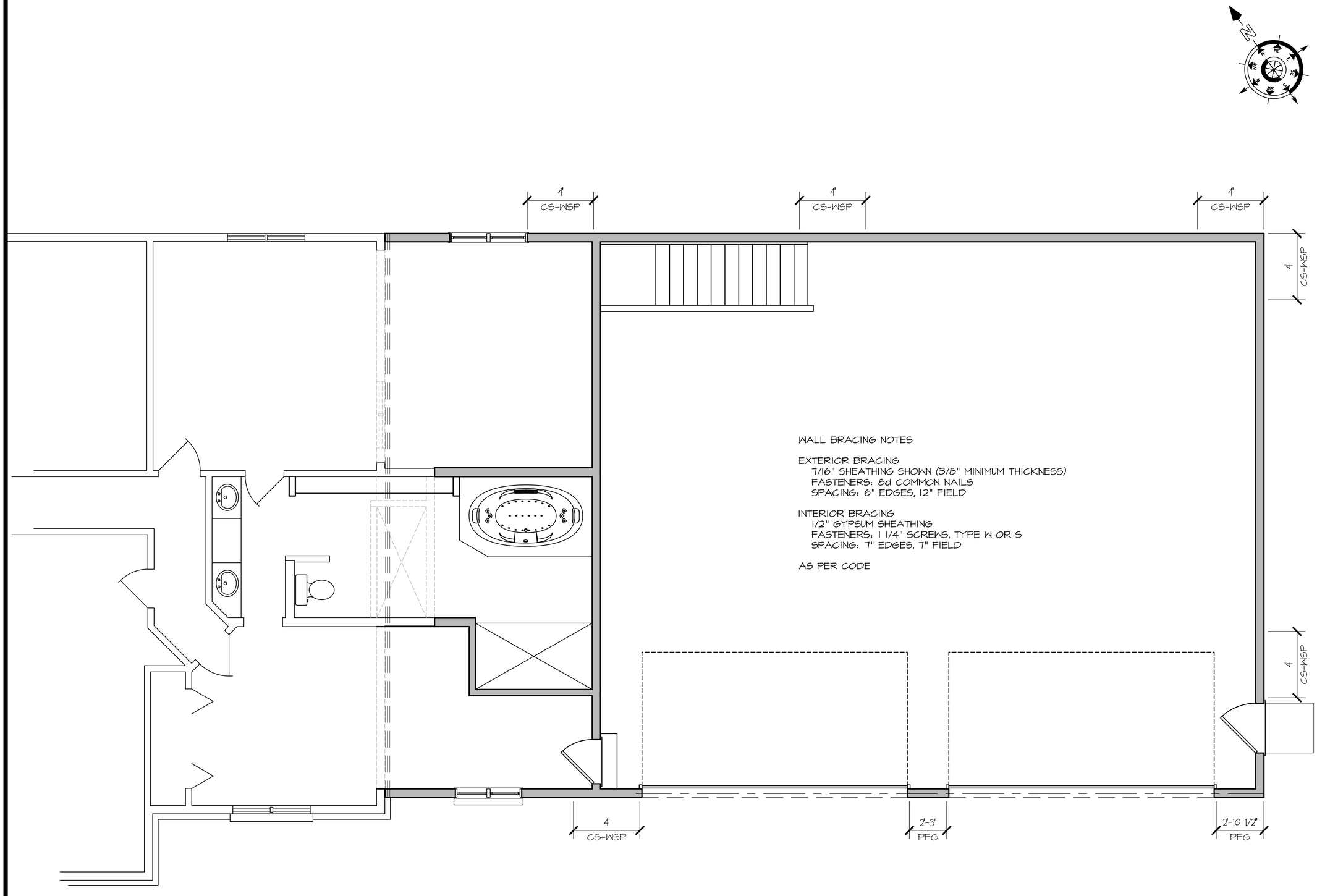
7



WALL BRACING NOTES

EXTERIOR BRACING
7/16" SHEATHING SHOWN (3/8" MINIMUM THICKNESS)
FASTENERS: 8d COMMON NAILS
SPACING: 6" EDGES, 12" FIELD

INTERIOR BRACING
1/2" GYPSUM SHEATHING
FASTENERS: 1 1/4" SCREWS, TYPE W OR S
SPACING: 7" EDGES, 7" FIELD

AS PER CODE

STEVE'S DRAFTING & HOME DESIGN

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ADDITION FOR:
BRAD & DEBBIE MIDDENDORF
LOT | BLOCK | COUNTY: HENNEPIN
DEVELOPMENT

STREET ADDRESS
5680 JUNEAU LANE N.
CITY, STATE
PLYMOUTH, MN 55446

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WALL BRACING PLAN

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PLAN NUMBER
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SHEET
7
OF
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CITY OF PLYMOUTH

RESOLUTION NO. 2026-

RESOLUTION APPROVING CONDITIONAL USE PERMIT FOR BRAD MIDDENDORF TO ALLOW ATTACHED ACCESSORY/GARAGE SPACE EXCEEDING 1,000 SQUARE FEET FOR PROPERTY LOCATED AT 5680 JUNEAU LANE (2026038)

WHEREAS, Brad Middendorf has requested approval of a conditional use permit to allow construction of an addition that would result in exceeding 1,000 square feet of attached accessory/ garage space for the roughly 5-acre, FRD-zoned property located at 5680 Juneau Lane; and

WHEREAS, the property is legally described as follows:

Commencing in the City of Plymouth, Hennepin County, Minnesota, and within the South Half of Section 4, Township 118 North, Range 22 West (PIN 04-118-22-41-0007):

Commencing at the Southeast corner of Government Lot 1, thence North along the East line thereof a distance of 1,180.2 feet to an intersection with a line 880.36 feet South of and parallel with the South line of the North 600 feet of Government Lot 1, thence North 89 degrees 40 minutes 59 seconds West along said parallel line a distance of 150 feet, thence North parallel with the East line of Government Lot 1 a distance of 563.15 feet to the point of beginning. Thence South 73 degrees 30 minutes West 310 feet, thence North 58 degrees 53 minutes West 366.02 feet, thence North 49 degrees 30 minutes West 340.16 feet to a point on the South line of the North 600 feet of Government Lot 1 a distance of 300 feet East of the West line thereof, thence Easterly along said South line to a point 150 feet West of the East line of Government Lot 1, thence Southerly to the point of beginning, subject to road.

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 Brad Middendorf for a conditional use permit to allow over 1,000 square feet of attached accessory/garage space at 5680 Juneau Lane, subject to the following findings and conditions:

1. The approval allows construction of an addition onto the home that would exceed 1,000 square feet of attached accessory/garage space, in accordance with the revised plans received by the city on July 16, 2026, except as may be otherwise amended by this resolution.

2. The requested conditional use permit is approved based on the finding that all applicable conditional use permit standards would be met, and the proposed additional accessory/garage storage space would be congruent with the 5-acre FRD-zoned site.

3. **Prior to grading or construction on the site**, the applicant must:
   a. Obtain separate approval of a building permit. Building code related items will be addressed as part of building permit application review process.
   b. Install silt fence and other appropriate erosion control measures to protect the nearby wetland.

4. Staff recommends that the applicant voluntarily establish and maintain a roughly 10-foot-wide vegetated buffer strip along the wetland edge – in the area adjacent to the proposed addition and related driveway. City staff and the applicant are encouraged to coordinate together to evaluate opportunities for such voluntary wetland buffering and protection.

5. Standard Conditions:
   a. Any retaining walls over four feet in height require a separate building permit and design by a structural engineer.
   b. Any subsequent phases or expansions are subject to required reviews and approvals per ordinance provisions.
   c. The conditional use permit shall expire one year after the date of approval, unless the property owner or applicant has started the project, or unless the applicant, with the consent of the property owner, has received prior approval from the city to extend the expiration date for up to one additional year, as regulated under Section 21015.07 of the zoning ordinance.

APPROVED by the City Council on this 28th day of July, 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 July 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

Regular City Council
July 28, 2026
Agenda Number: 6.8

To: Dave Callister, City Manager

Prepared by: Jodi Gallup, City Clerk

Reviewed by:

Item: **Approve temporary liquor license application of the University of Minnesota Foundation for the Rhythm and Brews event at the Hilde Performance Center, 3500 Plymouth Boulevard, on September 19**

---

1. Action Requested:

Adopt attached resolution approving temporary liquor license application of the University of Minnesota Foundation for the Rhythm and Brews event at the Hilde Performance Center, 3500 Plymouth Boulevard, on September 19.

2. Background:

The University of Minnesota Foundation has submitted a temporary liquor license application and liquor liability insurance coverage for the 5th Annual Rhythm and Brews event at the Hilde Performance Center, 3500 Plymouth Boulevard, on September 19 from 3 p.m. to 7 p.m. The event features live music as well as sampling of beers, seltzers, ready-to-drink cocktails and more. Guests will be able to enjoy a corn hole and ladder ball tournament, shop from local artisans, purchase food from local food trucks and participate in other activities.

This is a 21+ ticketed event with one access point for ticket scanning, ID checks and wristbands. More information about this event can be found at https://www.minnesotamonthly.com/brews/.

Staff has reviewed the application and required insurance and has found no reason to deny the license.

3. Budget Impact:

The fee of $50 has been received.

4. Attachments:

1. Resolution

CITY OF PLYMOUTH

RESOLUTION NO. 2026-

RESOLUTION APPROVING TEMPORARY LIQUOR LICENSE APPLICATION OF UNIVERSITY OF MINNESOTA FOUNDATION

WHEREAS, the University of Minnesota Foundation has submitted a temporary liquor license application for an event at the Hilde Performance Center, 3500 Plymouth Boulevard on September 19, 2026; and

WHEREAS, the required fees 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 for the University of Minnesota Foundation at 3500 Plymouth Boulevard on September 19, 2026 is approved.

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

Regular City Council
July 28, 2026
Agenda Number: 6.9

To:	Dave Callister, City Manager
Prepared by:	Abbie Browen, Public Works Operations Manager
Reviewed by:	Michael Thompson, Public Works Director
Item:	**Award contracts for 2026-2027 water service repair and replacement (WA26005)**

1. Action Requested:

Adopt attached resolution awarding contracts for 2026-2027 water service repair and replacement (WA26005).

2. Background:

The 2026-2027 water service repair and replacement contracts provide on-call services for the repair and replacement of water services (2 inches in diameter and smaller), along with related work as needed throughout the city, from the remainder of 2026 through December 31, 2027.

On June 23, 2026, bids were publicly opened for the project, and six bids were received as detailed in the attached bid tabulation. The apparent low bid was submitted by InTech Inc.; however, after review, staff determined that the contractor did not meet the city's qualifications for a responsible bidder based on the evaluation criteria outlined in the bidding documents. Therefore, staff recommends rejecting the bid submitted by InTech Inc.

Because this contract includes on-call emergency water service repairs requiring contractor response within two hours of notification, staff recommends awarding contracts to both JP Schmitz Construction Company LLC and Precision Utilities LLC. Awarding contracts to two qualified contractors will provide the city with greater flexibility to assign work based on contractor availability, emergency response capability and workload while ensuring timely restoration of water service for residents and businesses. The contract documents also specifically reserve the city's right to utilize another qualified contractor when the primary contractor is unable to provide

timely emergency response.

3. Budget Impact:

The approved 2026 operating budget includes $660,000 for contracted water system repairs on an as-needed basis, including the repair and replacement of water services, water main valves and water main breaks. The approved 2027 operating budget also includes $660,000 for the same types of work.

Between 2023 and 2025, the city completed an average of 75 water service replacements annually. Based on the JP Schmitz Construction Company LLC bid price per instance, the estimated annual cost for water service replacements is $516,750. Work under these contracts will be funded through the Water Fund.

4. Attachments:

1. Bid Tabulation
2. Resolution

2026-2027 Water Service Repair and Replacement
City Project WA26005

Bid Opening: June 23, 2026 at 10:00 AM

NO.	ITEM SCHEDULE A: BASE BID	UNIT	TOTAL QUANTITY	InTech Inc.		JP Schmitz Construction Company LLC		Precision Utilities		Blue Water Plumbing Inc.		Castrejon Incorporated		North Starz Underground LLC	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	REPAIR CREW WITH EQUIPMENT	HR	6	$ 365.00	$ 2,190.00	$ 595.00	$ 3,570.00	$ 665.00	$ 3,990.00	$ 600.00	$ 3,600.00	$ 675.00	$ 4,050.00	$ 850.00	$ 5,100.00
2	BORING CREW WITH EQUIPMENT	LF	30	$ 45.00	$ 1,350.00	$ 24.00	$ 720.00	$ 115.00	$ 3,450.00	$ 117.00	$ 3,510.00	$ 48.00	$ 1,440.00	$ 200.00	$ 6,000.00
3	MOBILIZATION	EA	1	$ 795.00	$ 795.00	$ 1,000.00	$ 1,000.00	$ 900.00	$ 900.00	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00	$ 1,000.00	$ 1,000.00
4	HOURLY VAC TRUCK AND/OR TRAILER	HR	4	$ 375.00	$ 1,500.00	$ 250.00	$ 1,000.00	$ 305.00	$ 1,220.00	$ 500.00	$ 2,000.00	$ 420.00	$ 1,680.00	$ 437.50	$ 1,750.00
5	1" TYPE PE PIPE	LF	30	$ 4.50	$ 135.00	$ 20.00	$ 600.00	$ 5.80	$ 174.00	$ 1.50	$ 45.00	$ 48.00	$ 1,440.00	$ 2.50	$ 75.00
	TOTAL BASE BID				**$ 5,970.00**		**$ 6,890.00**		**$ 9,734.00**		**$ 10,655.00**		**$ 11,110.00**		**$ 13,925.00**

CITY OF PLYMOUTH

RESOLUTION NO. 2026-

RESOLUTION AWARDING CONTRACTS FOR 2026-2027 WATER SERVICE REPAIR AND REPLACEMENT (WA26005)

WHEREAS, each year emergency repairs are needed to public utility lines; and

WHEREAS, pursuant to an advertisement for bids for the 2026-2027 water service repair and replacement, bids were received, opened and tabulated according to state law, and the following bids were received complying with the advertisement:

Contractor	Base Bid
Intech Inc	$5,970
JP Schmitz Construction Company LLC	$6,890
Precision Utilities LLC	$9,734
Blue Water Plumbing LLC	$10,655
Castrejon Incorporated	$11,110
North Starz Underground LLC	$13,925
Engineer's Estimate	*$6,400*

WHEREAS, Intech Inc of Maplewood, MN is the lowest bidder but was deemed to be a non-responsible bidder; and

WHEREAS, JP Schmitz Construction Company LLC of Maple Grove, MN is the lowest responsible bidder, complying with the minimum qualifications; and

WHEREAS, the contract documents allow for multiple contractors to be utilized when timely emergency response cannot be provided by the primary contractor; and

WHEREAS, Precision Utilities LLC of Montrose, MN is the second lowest responsible bidder, complying with the minimum qualifications; and

WHEREAS, the City Engineer recommends awarding contracts to JP Schmitz Construction Company LLC and Precision Utilities LLC.

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

1. That the bid submitted by Intech Inc. of Maplewood, MN is rejected.

2. That the Mayor and City Manager are authorized and directed to execute a contract with JP Schmitz Construction Company LLC for 2026-2027 Water Service Repair and Replacement work.

3. That the Mayor and City Manager are authorized and directed to execute a contract with Precision Utilities LLC for 2026-2027 Water Service Repair and Replacement work.

BE IT FURTHER RESOLVED, that the funding for this project shall be from the Water Fund.

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

Regular City Council
July 28, 2026
Agenda Number: 6.10

To:	Dave Callister, City Manager
Prepared by:	Chris McKenzie, Engineering Services Manager
Reviewed by:	Michael Thompson, Public Works Director
Item:	**Accept utilities for continual maintenance in Brinda Subdivision (2024046)**

1. Action Requested:

Adopt resolution accepting utilities for continual maintenance in Brinda Subdivision (2024046)

2. Background:

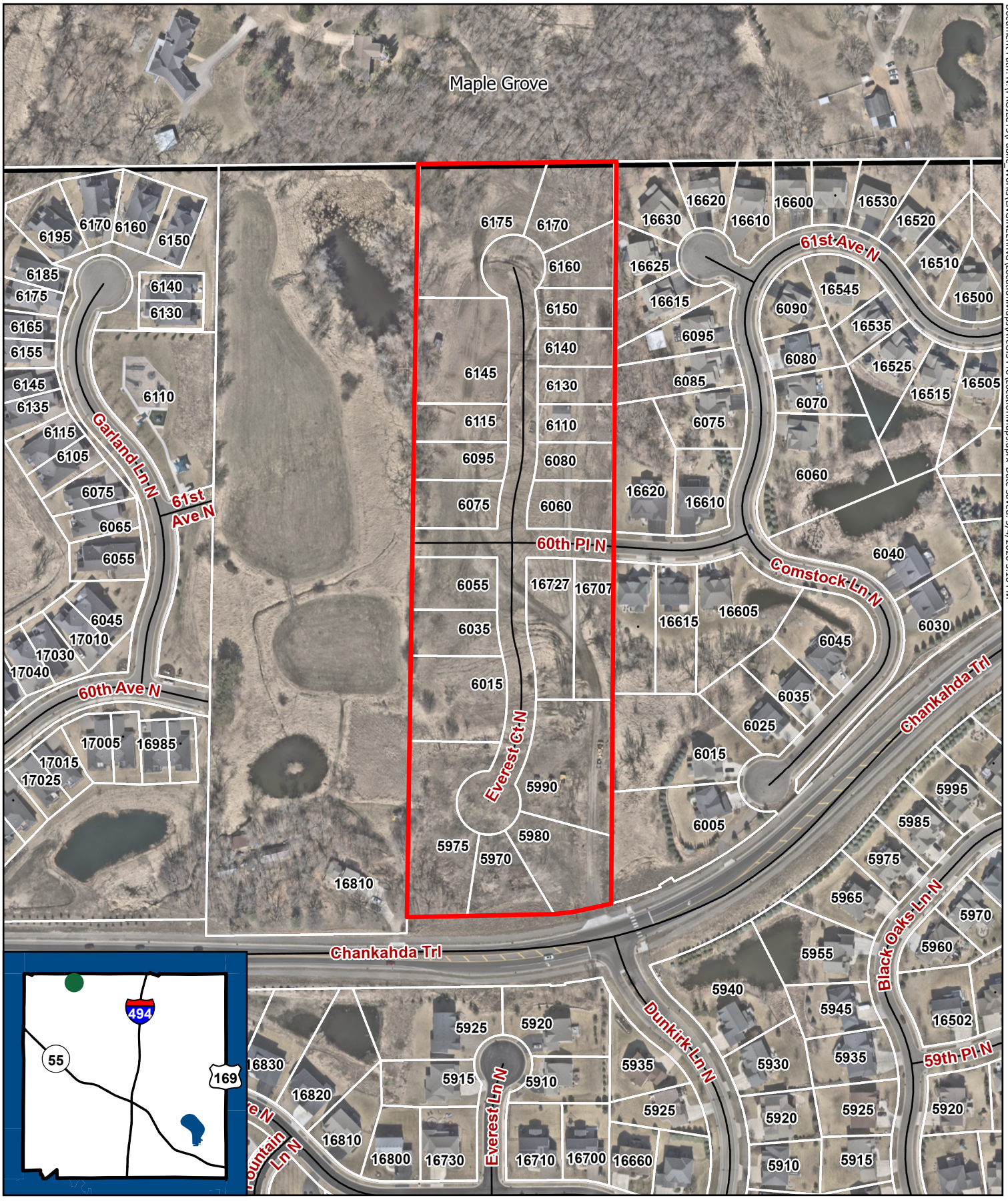
Staff received a request to accept utilities in the Brinda Subdivision (former Silver Buckle site), which reflects completed work in the development. Staff inspected the completed work and determined that it was acceptable. The funds the city will retain are for the required two-year warranty period for the utilities.

3. Budget Impact:

N/A

4. Attachments:

1. Location Map
2. Resolution



City of Plymouth

Brinda Subdivision

Location Map

City of Plymouth, MN

N

0 220 Feet

1 inch = 220 feet

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CITY OF PLYMOUTH

RESOLUTION NO. 2026-

RESOLUTION ACCEPTING UTILITIES FOR CONTINUAL MAINTENANCE FOR BRINDA SUBDIVISION (2024046)

WHEREAS, in accordance with the development contract dated September 6, 2024, Sai Brinda LLC, developer of Brinda (2024046) has agreed to install certain improvements for said development; and

WHEREAS, the developer has completed a portion of the street, utility and site grading as noted below; and

WHEREAS, the developer has requested a reduction of the required financial guarantee to reflect the completed work.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the financial guarantee requirements are reduced as follows below and that the required guarantee and Letter of Credit No. 2025-01 for the items be reduced from $2,431,377 to $1,236,643:

Item	Original Amount	Current Amount	New Amount	% of Original Amount
Street Construction:	$432,800	$432,800	$259,680	60%
Private Lift Station:	$130,000	$130,000	$0	0%
Sanitary Sewer System:	$93,600	$93,600	$23,400	25%
Watermain System:	$273,300	$273,300	$68,325	25%
Storm Sewer System:	$269,800	$269,800	$67,450	25%
Boulevard and Drainage Swale Sod:	$14,500	$14,500	$14,500	100%
Pond Construction:	$66,000	$66,000	$39,600	60%
Filtration Basin:	$42,000	$42,000	$25,200	60%
Retaining Walls:	$139,000	$139,000	$139,000	100%
Street and Traffic Control Signs:	$2,500	$2,500	$0	0%
Wetland Buffer Posts & Signs:	$3,100	$3,100	$0	0%
Sidewalk Improvements:	$33,500	$33,500	$20,100	60%
Landscaping:	$22,000	$22,000	$22,000	100%
Street Lighting:	$15,000	$15,000	$0	0%
Erosion Control (3):	$23,000	$23,000	$17,250	75%
Site Grading & Drainage Improvements:	$588,600	$588,600	$353,160	60%
Setting Iron Monuments:	$7,200	$7,200	$0	0%
Tree Preservation/Protection (3)	$50,375	$50,375	$50,375	100%
Wetland Mitigation (money held until completion of requ	$45,000	$45,000	$45,000	100%
Subtotal	**$2,251,275**	**$2,251,275**	**$1,145,040**	**51%**
Design, Admin, Insp, As-Builts (8%)	$180,102	$180,102	$91,603	
Total	**$2,431,377**	**$2,431,377**	**$1,236,643**	**51%**

BE IT FURTHER RESOLVED that the public utilities are accepted for continuous maintenance as of July 28, 2026 subject to the two-year guarantee by the Developer per Letter of Credit No. 2025-01.

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

Regular City Council
July 28, 2026
Agenda Number: 6.11

To:	Dave Callister, City Manager
Prepared by:	Chris McKenzie, Engineering Services Manager
Reviewed by:	Michael Thompson, Public Works Director
Item:	**Designate engineer for development of a comprehensive surface water plan and modeling updates**

1. Action Requested:

Adopt the attached resolution designating engineer for development of a comprehensive surface water plan and modeling updates.

2. Background:

To support the upcoming 2050 Comprehensive Plan update, the city has elected to complete supplemental technical studies, including a full surface water plan and storm sewer modeling, and capacity evaluation to understand the implications of potential redevelopment across the city. Beyond the 2050 Comprehensive Plan, this model will help the city evaluate long-term utility infrastructure needs, system resiliency, redevelopment impacts and regulatory requirements affecting utility planning through the year 2050.

Advanced Engineering and Environmental Services, LLC (AE2S) has submitted a proposal to develop a Surface Water Comprehensive Plan Update, Surface Water Management Plan Update and Surface Water Modeling in support of the 2050 Comprehensive Plan, and required Surface Water Management Plan. System modeling will be done in partnership with each of the four watershed management organizations to enhance the usefulness of each model. The proposed work provides the detailed system understanding needed for effective long-range utility planning and decision-making.

City staff has recently worked with AE2S to coordinate and plan modeling efforts with

each watershed management organization to ensure the proposed modeling builds upon previous work and establishes a collaborative framework between the city and watersheds to support future model updates.

Staff reviewed the AE2S proposal and determined that the scope, schedule and fee are appropriate and consistent with city needs. The firm has demonstrated the experience and technical capabilities necessary to successfully deliver the project. Staff evaluated the cost and estimated hours included in the proposal and found them acceptable. Therefore, staff recommends designating AE2S as the engineer for this project.

3. Budget Impact:

The $294,700 not-to-exceed cost will be funded through the Water Resources Fund, consistent with funding allocations previously identified in Resolution 2026-050. The resolution indicated $300,000 for this effort.

4. Attachments:

1. Draft agreement
2. Resolution

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made on the **28th day of July 2026**, between the **CITY OF PLYMOUTH,** a Minnesota municipal corporation ("CITY"), and **ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC (AE2S)**, 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 **Surface Water Comprehensive Plan and Modeling Update**, submitted on **July 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 **$294,700.00** inclusive of reimbursable expenses as reflected in the estimate of cost exhibit in the **Letter Proposal for Surface Water Comprehensive Plan Update, Surface Water Management Plan Update & Surface Water Modeling Framework and Implementation Roadmap**. 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

By:_____

Jeffry Wosje
Mayor

By:_____

Dave Callister
City Manager

ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC (AE2S)

By:_____

Justin Klabo, PE
Project Manager

REVIEWED BY:_____

Michael Thompson, PE
Public Works Director

www.ae2s.com

July 17, 2026

Chris McKenzie, PE
Engineering Services Manager
City of Plymouth
3400 Plymouth Boulevard
Plymouth, MN 55447

Re: Letter Proposal for Surface Water Comprehensive Plan Update, Surface Water Management Plan Update & Surface Water Modeling Framework and Implementation Roadmap

Dear Mr. McKenzie:

Advanced Engineering and Environmental Services, LLC (ENGINEER) is pleased to offer this proposal for Professional Services (ASSIGNMENT) to the City of Plymouth, MN (CITY). Specifically, the City desires the ENGINEER to update the Surface Water elements of the Comprehensive Plan, develop an updated version of its Surface Water Management Plan, and develop a framework to implement consistent, detailed surface water models across the City. ENGINEER is prepared to perform the scope of services described based on our understanding of your goals and objectives.

Scope of Services

Project Understanding

The City of Plymouth is undertaking an update to its Comprehensive Plan in accordance with the Metropolitan Council's Imagine 2050 regional development framework and associated System Statement requirements. As part of this effort, the City desires to update the Surface Water element of the Comprehensive Plan while evaluating long-term utility infrastructure needs, system resiliency, redevelopment impacts, and regulatory requirements affecting utility planning through the year 2050.

Task 1 – Prepare Comprehensive Plan Surface Water Chapter

Information for this chapter will be compiled along with the required plan elements as outlined in the Metropolitan Local Planning Handbook and in accordance with the Metropolitan Council's Imagine 2050 regional development framework and associated System Statement requirement. Localized flooding and system capacities will be reviewed, and modifications suggested, if needed.

AE2S will review and identify the following items for inclusion into the Comprehensive Plan Surface Water chapter:

- Highlights of the local water plan.

- Water resource management-related agreements.
- Existing and proposed physical land use.
- Local implementation plan and Capital Improvement Plan.

AE2S will utilize the Local Surface Water Management Plan and recent studies completed by the City to develop the Water Resources chapter. Detailed hydrologic & hydraulic or water quality modeling for water resources features is not included with this task.

Deliverables

- Draft Water Resources Chapter text provided to staff for review.
- Attend Planning Commission Meeting as part of team presenting the draft of the full comprehensive plan.
- Final draft incorporating stakeholders and City staff comments.

Task 2 – Prepare Surface Water Management Plan

The City of Plymouth last updated their Surface Water Management Plan (SWMP) in 2018. In this task, AE2S will update the plan to establish the City's vision, goals, policies, implementation strategies, and capital improvement program for managing surface water resources over the next 10-year planning horizon. The plan will satisfy applicable requirements of Minnesota Rule 8410, Board of Water and Soil Resources (BWSR) guidance, Metropolitan Council water resources policies, the City's MS4 Permit requirements, and watershed management organization (WMO) plan requirements applicable within the City, including the Bassett Creek Watershed Management Commission, the Elm Creek Watershed Management Commission, the Minnehaha Creek Watershed District, and the Shingle Creek Watershed Management Commission. The updated plan will be based on the existing third-generation plan and serve as the framework for implementing water resource protection, water quality improvement, stormwater management, and capital improvements throughout the community.

Task 2.1 – Task Management and Coordination

- Conduct in-person project kickoff meeting with City staff.
- Coordinate with City staff throughout the planning process.
- Manage quality assurance and quality control procedures.
- Track agency review comments and plan revisions.
- Facilitate monthly virtual project update meetings and maintain meeting summaries.

Deliverables

- Detailed Schedule
- Meeting Agendas and Summaries

Task 2.2 – Regulatory and Planning Framework Review

Review and summarize applicable requirements including:

- Minnesota Rule 8410
- BWSR guidance documents
- Metropolitan Council Water Resources Policies
- Current MS4 Permit requirements
- TMDL implementation requirements
- Watershed Management Organization plans
- State and federal water quality requirements
- Local ordinances and engineering standards
- Comprehensive Plan policies and land use forecasts

Task 2.3 – Existing Conditions Assessment

Compile and evaluate existing information including physical resources, developed infrastructure, environmental resources, and monitoring data. Summarize results using a GIS-based resource inventory and maps.

Task 2.4 – Evaluation of Current Plan Performance

Through discussion with City staff, evaluate implementation of the existing SWMP and summarize:

- Accomplishments achieved
- Capital projects completed
- Water quality improvements realized
- Remaining resource concerns
- Regulatory compliance status
- Program effectiveness
- Maintenance needs
- Lessons learned
- Develop performance metrics comparing expected versus achieved outcomes.

Task 2.5 – Future Conditions and Risk Assessment

Assess future conditions affecting water resources including:

- Growth and redevelopment
- Identify potential impacts associated with climate change

- Identify and map flood-prone areas, erosion concerns, aging infrastructure, water quality impairments, vulnerable aquatic resources, and high-priority management areas.

Task 2.6 – Hydrologic, Hydraulic, and Water Quality Analyses

Use existing models and results to support recommendations including flood assessments, peak flows, conveyance capacity, TMDL implementation needs, and BMP performance.

Task 2.7 – Goals, Policies, and Management Strategies

Develop updated goals and policies addressing water quality, water quantity, natural resources, operations and maintenance, and climate adaptation.

Task 2.8 – Capital Improvement Program (CIP)

Develop a prioritized 10-year CIP that includes water resources projects and monitoring improvements. For each project, provide description, location, purpose, estimated cost, funding opportunities, schedule, priority ranking, and expected benefits.

Task 2.9 – Stakeholder Engagement

Assist City staff with stakeholder engagement including supporting an online survey and coordination with watershed organizations. One introductory/coordinating meeting will be led by AE2S with each of the four watershed organizations. The draft SWMP will be provided to each watershed organization for comment with comment responses developed collaboratively between City staff and AE2S.

Deliverables

- Stakeholder Meeting Summaries

Task 2.10 – Implementation Program

Develop a detailed implementation framework identifying responsible parties, program schedules, funding mechanisms, staffing needs, monitoring requirements, performance measures, and reporting requirements. Establish measurable indicators and tracking methods for evaluating progress over the 10-year planning period.

Task 2.11 – Draft Plan Preparation

Prepare a complete draft SWMP containing executive summary, regulatory compliance documentation, existing conditions assessment, resource inventory, goals and policies, implementation plan, appendices, and maps and figures.

Deliverables

- Administrative Draft SWMP
- Public Review Draft SWMP

Task 2.12 – Agency Review and Plan Approval

Support City staff in the plan review and approval process including watershed management organizations, BWSR, and Metropolitan Council. Prepare responses to review comments and revise documents as necessary.

Deliverables

- Agency Review Comment Matrix
- Revised Draft Plan
- Approval Draft Plan

Task 2.13 – Final Plan and Adoption Support

Prepare final plan materials and support City adoption including final edits, City Council hearing support, final formatting and graphics, and digital and print-ready files.

Deliverables

- Final Approved SWMP (PDF and editable formats)
- Executive Summary Document
- GIS Data Package
- Presentation Materials
- Adoption Resolution Support Materials

Task 3 – Establish Surface Water Model Update Framework, Implementation Roadmap, and Model Development

The City of Plymouth includes portions of four watershed organizations that have each developed their own hydrologic and hydraulic (H&H) model. The four watersheds (Bassett Creek, Shingle Creek, Elm Creek, and Minnehaha Creek) have existing hydrologic and hydraulic (H&H) models developed using different software platforms, modeling approaches, and levels of detail. Due to differences in model platforms, methodologies, and resolution, the existing models cannot be directly compared or consistently applied to support long-term City planning and capital improvement decisions.

Rather than developing four entirely new models, this effort will build upon previous modeling investments by establishing a framework for advancing existing models toward a consistent level of detail and functionality for City use. The study will evaluate the current condition of each watershed model, identify data and analysis gaps, prioritize future enhancements, and develop a phased implementation strategy for improving the City's model inventory.

Depending on the funding available following completion of the Comprehensive Plan, existing model review, and gap analysis, and watershed roadmap creation, our scope will update model(s) based on the priority established in Task 3.4 and budget allows.

Task 3.1 – Task Management & Coordination

- Coordinate with City staff throughout Model Update Framework and Implementation Roadmap process
- Manage quality assurance and quality control procedures.
- Facilitate monthly virtual project update meetings and maintain meeting summaries.

Deliverables

- Coordination with City Staff
- Meeting Agendas and Summaries

Task 3.2 – Existing Model and Data Review

Obtain, run (if needed) and review the following models:

- Bassett Creek Watershed
  - Developed by Barr Engineering Co in XP-SWMM
  - Currently being converted to PCSWMM
  - In progress of transferring model from Barr to AE2S
- Shingle Creek Watershed
  - Developed by Stantec in PC SWMM
  - Model acquired by AE2S and ready for review
- Minnehaha Creek Watershed
  - Developed by HDR in StormWise
  - Model not yet completed. AE2S has requested final model to be shared.
- Elm Creek Watershed
  - Effective model developed in HEC2.

- Updated model developed in PC-SWMM but inconsistencies exist compared to the HEC2 model.
- Models acquired by AE2S and ready for review.

Task 3.3 – Watershed Modeling Gap Assessment

AE2S will evaluate each watershed against a consistent modeling framework to identify deficiencies that may prevent the models from supporting future planning efforts.

The assessment will consider:

- Model Approach: 1-dimensional verses 2-dimensional
- Hydrologic methodology
- Hydraulic network representation
- Terrain and overland flow representation
- Storm sewer inventory completeness
- Boundary conditions
- Available survey
- Calibration and validation
- Model software compatibility
- Ability to evaluate future development and capital improvements

Each watershed will receive a gap assessment identifying:

- Existing strengths
- Critical deficiencies

Task 3.4 – Watershed Modeling Roadmap

Based on the gap assessment, AE2S will prepare a phased implementation plan identifying the sequence of work required to establish a consistent watershed modeling program.

The roadmap will identify:

- Recommended modeling platform(s)
- Priority data collection needs
- Survey requirements
- Model conversion recommendations
- Recommended order for model enhancements
- Planning-level cost estimates
- Potential implementation phases based on available funding

The roadmap will provide the City with a clear strategy for investing in future watershed modeling as funding becomes available.

Task 3.5 – Documentation

Create a technical memorandum summarizing:

- Model Review
- Gap Analysis
- Recommended roadmap for future watershed modeling

Task 3.6 – Initial Model Development (As Budget Allows)

If funding remains available following completion of the Comprehensive Plan, model review, gap analysis, and future road map planning, AE2S will begin updating models based on the Watershed Modeling Roadmap (Task 3.4).

Additional Services

Services resulting from significant changes in the general scope, extent, or character of this Proposal are not included as a part of the Scope of Basic Services. If authorized in writing by the City, AE2S will provide services beyond the scope of this Proposal on an hourly basis in accordance with the current Hourly Fee Schedule at the time of when the services are requested.

Fees

The total compensation for the services listed above is estimated to be $294,700 hourly not-to-exceed, unless authorized to do so as a result of a change in scope.

Task	Description		Fee
1	Comprehensive Plan Surface Water Chapter	$	28,800
2	Surface Water Management Plan	$	137,200
3	Establish Surface Water Model Update Framework, Implementation Roadmap, and Model Development	$	128,700
Total		**$**	**294,700**

Performance Schedule

AE2S shall use commercially reasonable efforts to complete Basic Services within a reasonable time. Here are tentative dates aligning with the City's overall Comprehensive Plan schedule.

- August 2026: notice to proceed & kickoff meeting
- Fall 2026: model review and gap assessment
- November 2026: draft Water Resources Chapter text provided to staff for review
- February 2027: attend Planning Commission Meeting as part of team presenting the draft of the full comprehensive plan.
- March 2027: revise Water Resources Chapter text per comments and issue final draft.
- Spring 2027: develop watershed model framework
- April 2027: draft SWMP provided to City staff for review
- Summer 2027: initial model development (as budget allows)
- Fall 2027: draft SWMP presented to Environmental Quality Commission and City Council
- December 2027: final SWMP adopted by City Council

We appreciate the opportunity to assist the City of Plymouth with this work and look forward to collaborating with you on this effort. If you have any questions or comments regarding our proposed services or if you need additional information, please do not hesitate to contact me at (218) 791-3157.

Sincerely,

AE2S

Justin Klabo, PE (MN)
Project Manager

CITY OF PLYMOUTH

RESOLUTION NO. 2026-

RESOLUTION DESIGNATING CONSULTING ENGINEER FOR DEVELOPMENT OF A COMPREHENSIVE SURFACE WATER PLAN AND MODELING UPDATES

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 water resources plan as part of the 2050 Comprehensive Plan; and

WHEREAS, Advanced Engineering and Environmental Services, LLC (AE2S) submitted a proposal demonstrating appropriate expertise and understanding of the city's surface water resources and storm sewer system needs; and

WHEREAS, staff recommends that Advanced Engineering and Environmental Services, LLC (AE2S) 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 Advanced Engineering and Environmental Services, LLC (AE2S) is designated as the city's consulting engineer for comprehensive surface water plan and modeling updates in the amount of $294,700.

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

Regular City Council
July 28, 2026
Agenda Number: 6.12

To:	Dave Callister, City Manager
Prepared by:	Ben Scharenbroich, Water Resources Supervisor
Reviewed by:	Michael Thompson, Public Works Director
Item:	**Designate Engineer for Plymouth Creek Stream Restoration Project - Phase 2 (WR250001)**

1. Action Requested:

Adopt attached resolution designating engineer for the Plymouth Creek Stream Restoration Project - Phase 2 (WR250001).

2. Background:

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

A request for proposals was solicited for engineering services for Phase 2. These services include public engagement, private utility coordination, permitting, design and construction documentation preparation, bidding assistance and construction inspection. The proposal submitted by Moore Engineering, Inc. demonstrated a strong understanding of the project scope, objectives and anticipated needs. The total estimated fee proposed by Moore Engineering, Inc. is $240,000. Staff have evaluated the proposed cost and estimated hours included in the proposal and determined that the fee is consistent with similar projects of comparable size and complexity. Staff recommends approving the designation of Moore Engineering, Inc. as the engineer for this project.

3. Budget Impact:

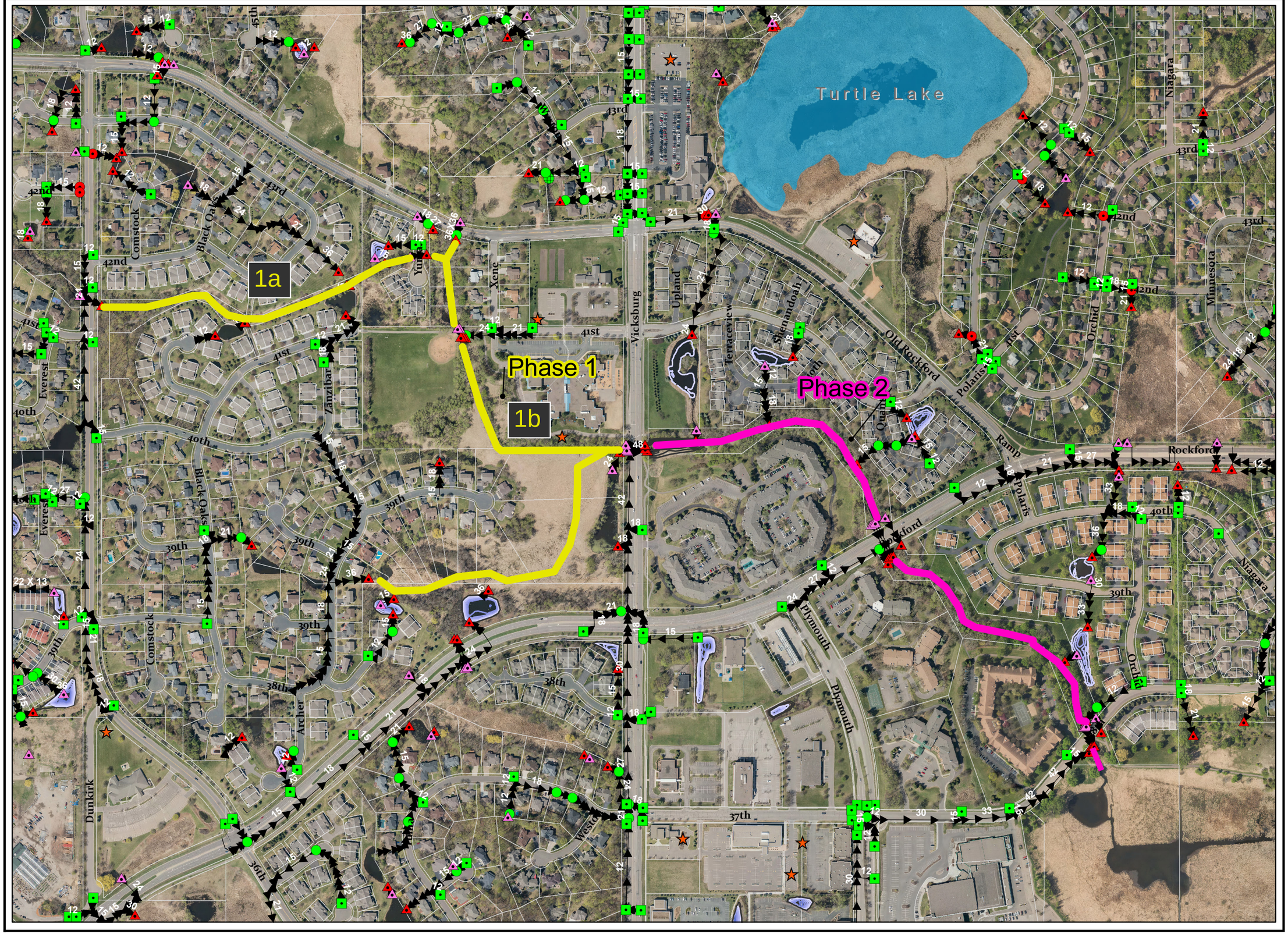
Design services for Phase 2 of the project are $240,000. The total project budget in the 2025-2034 CIP is $2,600,000 and is funded through the Water Resources Fund and reimbursed from the Bassett Creek Watershed Management Commission.

4. Attachments:

1. Location Map
2. Agreement
3. Resolution

City of Plymouth

Plymouth Creek Stream Restorations Phases



Legend

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

N W E S

0 105 210 420 630 Feet

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made on the **28th day of July 2026**, between the **CITY OF PLYMOUTH,** a Minnesota municipal corporation ("CITY"), and **MOORE ENGINEERING, INC.**, a Minnesota corporation ("ENGINEER").

The CITY and the ENGINEER agree as follows:

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

A. This Agreement for Engineering Services.

B. ENGINEER's Proposal for Professional Services for **Plymouth Creek Stream Restoration Project - Phase II**, submitted on **July 20, 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 **$240,000.00** inclusive of reimbursable expenses as reflected in the estimate of cost exhibit in the **Plymouth Creek Restoration – Phase II 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 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	**MOORE ENGINEERING, INC.**
By:_____	By:_____
Jeffry Wosje Mayor	Jeff Madejczyk Senior Project Manager
By:_____	By:_____
Dave Callister City Manager	Dan Elemes, PE Senior Water Resources Engineer

REVIEWED BY:_____

Michael Thompson, PE
Public Works Director

July 20th, 2026

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

RE: Plymouth Creek Restoration – Phase II Proposal

Dear Mr. Scharenbroich

Thank you for this opportunity to continue to work with you and the City of Plymouth on this Plymouth Creek Stream Restoration Project. The Phase I project has successfully progressed to the construction stage and we are excited to work with you on the Phase II design efforts. Moore Engineering, Inc (Moore) is an employee-owned civil design firm that has been serving our clients in Minnesota and North Dakota for over 65 years. We look forward to continuing this project with you and your team, providing you with a level of service and quality that exceeds your expectations and ensures the project achieves the City's goals.

PROJECT UNDERSTANDING

Plymouth Creek is located within the City of Plymouth. The stream is an important tributary to Medicine Lake which is impaired for excess nutrients. The City of Plymouth (City) has partnered with the Basset Creek Watershed Management Commission (BCWMC) to identify watershed improvements that would benefit Medicine Lake. Assessments of Plymouth Creek have revealed that bank instability and stream erosion are contributing to total suspended solid (TSS) and nutrient loading to the lake. BCWMC completed a feasibility investigation of Plymouth Creek and identified areas of the creek to be targeted for a stream restoration. The section of channel targeted for restoration extends from Dunkirk Lane to just downstream of 34th Avenue near the Plymouth Ice Center. The channel through this area is approximately 7,000 linear feet and common problems identified within this section of the creek include bank erosion, accumulated sediment near culvert crossings, and low quality vegetation within the riparian area. The feasibility study noted 26 restoration areas with the target reach and listed restoration practices that can be applied to specific sections of the channel to achieve restoration objectives and reduce pollutant loading.

In summer 2025, Moore Engineering (Moore) was contracted by the City to complete the stream restoration project for Plymouth Creek. In reviewing the overall project effort, it was determined to split the project into phases. The Phase I project is approximately 2,500 feet from Dunkirk Lake to just downstream of the trail at 41st avenue, adjacent to Plymouth Creek Elementary School. The design and bidding for Phase I is complete, with construction scheduled for late summer to early fall 2026. The Phase II project is approximately 4,600 feet starting at the end of Phase I, downstream to the wetland complex below 34th Avenue, behind the Plymouth Ice Center. The efforts to complete the Phase II Design Project will include similar tasks that were completed for the Phase I project. We have prepared a scope and budget to complete the tasks associated with Phase II of the Plymouth Creek Stream Restoration Project.

PROJECT SCOPE

The tasks associated with the Phase II efforts of the Plymouth Creek Project include: Project Management, Meetings, and Community Outreach; Field Survey; Engineering Design Evaluation; Environmental Permitting; No Rise Modeling; 60%, 90%, and Final Design; Easement Figures; Trail Design; and Bidding Assistance. We have assumed that construction related tasks (staking, contractor management, field oversight, as-builts, etc.) will be part of a future proposal. A description of the tasks required is provided.

Task 110 - Meetings, Project Management, and Community Outreach

Moore will schedule a kick-off meeting with the City to start the Phase II Project efforts. We are available to meet at City offices for this meeting or can schedule a web-based online meeting (MS Teams or equivalent) if preferred. During the kickoff meeting, we will discuss the goals and objectives for the Phase II portion of the Plymouth Creek Stream Restoration including property access for the field survey, review of modeling needs, permitting and design schedule, summary of key take aways from the Phase I project, and target bidding and construction timing. We assume that Moore will be able to acquire the relevant data (such as GIS files, storm system data, stormwater models, and preliminary design data from the feasibility study) from either the City or BCWMC to facilitate the design. We have assumed that there will be up to eight additional project meetings at the following stages:

- Interagency Coordination meeting/pre-application meeting to discuss project permitting
- Initial Design Evaluation Review Meeting with City and Bassett Creek WMC
- 60% Design Review Meeting with the City
- Presentation of 60% Design to Bassett Creek WMC
- Neighborhood Information Meeting
- 90% Design Review Meeting with the City
- Presentation of 90% Design to Bassett Creek WMC
- Preconstruction Meeting (during the bid process)

Moore will coordinate with the City to schedule these meetings and they will be held at the City offices, unless otherwise directed by the City to be held as online meetings. Moore will record minutes and notes from each meeting, which will be provided to the City. We have assumed that for the Neighborhood Information Meeting, Moore will need to supply figures or plan sheets that would be similar to exhibits we are already preparing as part of the design efforts, to the City that can be printed for display at the meeting. Two Moore staff are available to attend this meeting. Moore will also plan to attend two meetings with Bassett Creek WMC to present the project design to the TAC and discuss the project progress compared to the goals outlined in the feasibility study. The overall project management and project coordination efforts are also included within this task.

Specific deliverables for this task include:

- Summary Minutes from the above listed meetings

Task 210 – Field Survey

Moore will complete a field topographic survey for the Phase II area of Plymouth Creek Project. This field survey will include the area along the creek corridor from just downstream of the trail at 41st street to the creek channel portion of the wetland complex downstream of 34th Street. The survey will extend out 75 feet from the centerline of the creek. The survey crew will collect important topographic data and relevant project features including ground shots along the channel and adjacent properties as well as pipe sizes and invert elevations to document existing stormwater infrastructure. The survey crew will also collect topographic data in the floodplain area south of the elementary school and west of Vicksburg Lane to support the design evaluation of creating a re-meandered section of channel identified in the feasibility study. We assume the survey will generally be located on City owned property. If the survey efforts do need to extend onto private property, we assume the City will coordinate access permission for Moore.

There are known utilities along the stream corridor. The Moore survey team will call in a utility locate to have utilities marked in the field, which will be picked up by the crew during the field topographic survey. It is our understanding that a tree survey has been conducted for the project corridor and therefore survey of individual trees along the channel is not needed or included in these efforts. We assume that the previously collected data from the tree inventory will be provided to Moore electronically for inclusion in the plans. The project is also likely to include trail replacement as part of Phase II construction. The Moore survey team will collect an appropriate amount of survey data for the trail adjacent to the stream corridor, including transition points near road crossings and underpasses, to facilitate trail design.

The collected field survey data will be imported into CAD and used to develop the existing conditions model and base plan set for the project. This task also includes a second supplement site visit for the survey crew when the extents of the design practices are known. The effort will focus on picking up select property pins and additional details as necessary to support the preparation of easement documents that will be needed for the project.

Specific deliverables for this task include:

- Survey Data – to be transmitted as both a raw data file and ultimately CAD files for City records.

Task 220 – Engineering Design Evaluation

Moore will conduct a design evaluation of the project corridor. This task will include a site visit by an engineer from the design team. The purpose of the site visit will be to evaluate the current channel conditions compared to improvement features proposed in the feasibility study. The field assessment will confirm areas of erosion, bank failure, or other conditions that need to be addressed and restored through one of the stabilization practices. We will load the proposed design practices from the feasibility study into a field tablet and examine specific locations along the stream corridor and determine the applicability of the originally proposed practice compared to current field conditions. The design evaluation will also consider options for developing a re-meandered section of channel as outlined in the feasibility study. The evaluation will consider options for adding meanders or stream bends along the existing channel as well as an option to create a new more sinuous section of channel for approximately 1,000 feet. The field assessment will be used to update the design to address identified issues along the channel. All data will be collected in the field using the tablet, which will allow for data to easily be brought into GIS and AutoCAD for further analysis and incorporation into the project design. The Phase II reach also includes some wider riparian areas within the corridor. These areas were identified for vegetation management and/or habitat improvement. Moore will have a biologist visit these areas along the stream to assess the current conditions and to develop vegetation enhancement actions to be included with the project.

Within this analysis the watershed model will be used to confirm storm flows and velocities through the reach for several storm events. The information from the analysis will be used to determine the appropriate practices needed to stabilize the channel. The entire reach of the creek is within an identified AE Flood Zone. As such, installed practices are likely to be viewed as fill within the floodplain by the permitting agencies. Part of the design evaluation will include a cut and fill balance to identify the amount of fill from the installed practices and the corresponding “cut” areas required along the reach to provide compensatory storage. The results of the field assessment and design analysis will be summarized in a Basis of Design technical memorandum that will be provided to the City and also utilized for project permitting. The design memo will be provided to the City for review with the submittal of the 60% and 90% design plans. Moore will review City comments during the design meetings listed in Task 110, and make one round of revisions to the memo at each stage. After addressing City comments on the memo, the information will be presented to the TAC at a BCWMC meting for their review. Moore will also prepare a Final Design Memo to be provided to the City with the Final Plans and Project Manual.

Specific deliverables for this task include:

- 60% Design Memo
- 90% Design Memo
- Final Design Memo

Task 310 – 60% Design Plans

After we complete the field survey and design evaluation, we will develop a plan set for the project. We will begin developing the 60% design plans concurrent with the design evaluation task. These plans will include the following sheets: Cover, Legend, Removals/Temporary Erosion Control, Channel Plan and Profile, Plan and Profile for Storm Sewer Improvements (as needed, assumed to be minor in nature, such as resetting or re-tieing end sections), Permanent Erosion Control, and relevant Details. Depending on the options identified during the design evaluation, the 60% plans will also include sheets displaying the re-meandered section of channel upstream of Vicksburg Lane. This plan set will cover the Phase II Area from downstream of 41st Street (the end of Phase I) to downstream of 34th Street. It is our understanding that the City desires to complete stormwater infrastructure repairs/improvements as part of this project if they are needed. The potential needs for stormwater infrastructure improvements will be evaluated during Task 220 and included in the 60% Design Plans. We will prepare a cost estimate as part of the 60% Design Plans and submit both the Plans and Cost Estimate to the City for review. We will then schedule a meeting with the City to discuss our findings from the field survey and development of the 60% Design. We will present the findings for review and discussion during this meeting. The City will provide comments and feedback to Moore on the 60% Design. We assume the 60% Plans and Design Memo will then be submitted to the BCWMC for their review and comment and also be presented at a TAC meeting.

Specific deliverables for this task include:

- 60% Design Plans
- 60% Cost Estimate
- 60% Review Meeting Summary

Task 320 – No Rise Modeling

Design for the Phase I project initially utilized model outputs from the watershed model for the project area, including peak flow and velocity outputs. During the review of the 60% Plans with the BCWMC along with the initial permitting consultation with the Minnesota DNR, it was determined that No Rise modeling would be needed to support project design and permitting. Therefore, we are assuming the same level of hydrology and No Rise modeling from the Phase I project will be required for Phase II. The total reach length for Phase II is longer than Phase I, which results in more cross sections that need to be calibrated as part of the analysis. Moore will coordinate with the engineer for BCWMC to confirm we have the appropriate model or acquire the correct current model to cover the Phase II project area. As part of the No Rise modeling, Moore will complete the following efforts:

- Model upstream boundary condition(s) based on peak flows extracted from the BCWMC XPSWMM model. These will only be peak flows to generate a steady state model, not hydrographs.
- Model downstream boundary condition based on a stage vs. discharge rating curve.
    - Modeling approach may be influenced by the large wetland complex at the downstream limits of the project. “Free” discharge may be more appropriate than a rating curve. Regardless, Moore does not anticipate this will drastically affect budget or schedule. This will be an item of discussion at the preapplication meeting with BCWMC (further discussed below in Task 330).
- Model will extend from the “41st Street” trail crossing and will continue to just downstream of 34th Street.
- Moore will develop an existing conditions HEC-RAS model based on the above input and survey data. We anticipate somewhere in the range of 2 to 6 cross sections between existing culvert crossing(s).
- As part of the evaluation of the re-meandered section of channel, add two cross sections to the existing model to evaluate the changing channel flow length and cross sectional area to assess the impacts on water levels.
    - This will be used to determine how the addition of the meanders or section of new channel increases or decreases water levels compared to permitting requirements.

- We will execute and troubleshoot the existing model. Then we will develop a proposed model to reflect the proposed restoration design and modifications to the channel.

We will summarize our approach and findings in a concise technical memorandum, including a signed no-rise certificate. The modeling results and model output will be provided to the City and also to the BCWMC and the Minnesota DNR (as part of the permit review process). We will address one round of BCWMC and DNR comments. Details from the model will be used to confirm design features such as stream slopes, flow velocities, and stabilization practices needed along the reach.

Assumptions:

- Steady state model will be accepted by relevant regulators.
- Up to 0.1' of decrease in base flood elevation will be allowed.
- A (C)LOMR will not be needed and is not included in this scope of work.

Task 330 – Environmental Permitting

The feasibility study included a desktop evaluation of natural resources and identified wetlands along the project corridor. During the Phase I project, Moore complete a Level 2 field delineation of wetlands adjacent to the channel. The field delineation included the entire 7,000 ft project corridor for both the Phase I and II project areas. Wetland boundaries were approved by the TEP in 2025 and as such , additional field work to support wetland permitting should not be required. The wetland delineation report completed during Phase I will be valid for this effort.

Plymouth Creek is an identified public water and the channel restoration project will require several permits. Moore will lead the permitting efforts for the project. Based on our experience with similar stream restoration projects and the efforts completed during Phase I, we anticipate permits will be needed from the following agencies:

- Minnesota Department of Natural Resources (DNR)
- US Army Corps of Engineers (USACE)
- Minnesota Board of Soil and Water Resources (BWSR)
- Minnesota Pollution Control Agency (MPCA)
- Basset Creek Watershed Management Commission
- Hennepin County (for coordination with County Roads)
- City of Plymouth

Moore will schedule a preapplication meeting with the City and above listed agencies to introduce the project. The meeting will be scheduled as soon as possible after our notice to proceed is issued. We have assumed the preapplication meeting will be conducted using a combination of the details from the feasibility study and information from the Phase I project. The purpose of the meeting will be to learn about specific details the agencies want included in the permit applications and if there are changes in the required permitting approach compared to Phase I. We will discuss the potential options for the re-meandered section of channel to gage the agencies potential support vs reservations for this design feature and what permitting paths are available to include it in the project. After the preapplication meeting, Moore will begin to develop the permit applications. We will utilize a combination of the details from the feasibility study and 60% design. We will time the application submittals appropriately with the 60% design task in order to meet the City's overall desired schedule for the project (to be confirmed during the kickoff meeting). The applications will include the appropriate "impact" figures, such as the cut and fill analysis described in Task 220, to document the restored conditions for the agencies.

A Phase 1a desktop literature review for cultural resources was completed as part of the Phase I Project. The literature review covered the full 7,000 ft stream reach (Phase I and II design areas). During the plan review with BCWMC, the potential need for field cultural resource surveys was discussed and it was determined they were not needed for Phase I, but could be necessary for Phase II. This will be determined

during the preapplication meeting and as the 60% Design is developed. If field cultural resources surveys are needed, Moore will provide a scope and cost estimate to the City for these efforts. Based on the known stream corridor and the likely field efforts, we estimate cultural field surveys would be $7,000 - $10,000.

The DNR permit application will be submitted through the MPARS system and the other applications will be provided to the appropriate agencies. We will also be available for one permitting call with the permitting agencies to discuss the applications. Moore will respond to the agency questions during the permit review process and provide the final approved permits to the City for their records. We have assumed that due to the nature of the proposed channel design (restoring the channel cross section and installing stabilization practices) that an EAW will not be required for this project, however if the re-meander section of the Phase II reach is included as part of the proposed improvements, an EAW may be necessary. If an EAW is triggered, Moore can provide the City with a scope and budget to complete the EAW. Typically, the EAW process takes four to six months to complete. It will be important to begin the EAW process, if necessary, early in the design process to avoid delays to permit approvals and project construction.

Specific deliverables for this task include:

- Preapplication Meeting Minutes
- Permit Applications
- Approved Permits

Task 340 – Easement Figures

Based on review of the feasibility study some of the project construction and improved channel features could potentially occur outside of existing City property and easements. The City has informed Moore that for these areas that extend into private property, the City will be acquiring new easements and exhibits will need to be prepared. One of the areas that could require creation of a new easement figure would be for the re-meandered section of channel. Using the information collected during the supplemental follow up survey under Task 210, Moore will develop easement exhibits and figures for up to three properties along the Phase 2 project corridor. The draft exhibits will be provided to the City for comment. We will address one round of comments and the finalize the easement exhibits for recording. We have assumed up to three properties may require easements. If the number of properties exceeds our estimate, we will notify the City and provide an updated cost estimate.

Specific deliverables for this task include:

- Easement Figures for Four (4) Properties

Task 350 – Trail Design

The Phase I Project included trail design that was added into the project during the design efforts. It was determined that the trail adjacent to the stream would likely be impacted during construction and the City desired to replace the trail as part of the overall project. There is City trail running along much of the Phase II corridor and we have assumed that trail replacement will proceed similar to the Phase I efforts. Moore will complete a survey of the trail corridor to collect data necessary for design. Moore will determine if the trail ramps/transitions to the streets meet ADA rules, and if not complete design efforts to make the ramps ADA compliant. Moore will complete a design for a trail reclamation as a full depth mill and overlay for the trail, with minor subgrade corrections in a few areas to address cross slopes.

Moore will develop an alignment and profile of the existing trail. Moore will follow the existing conditions alignment for the proposed trail with updates to the slope. Slope corrections will be minor and are meant to remove the number of grade breaks on the trail. We have assumed we will need to redesign up to three pedestrian ramps to make them ADA compliant. We have assumed that the design will follow the City's Typical Trail Cross Section detail. As part of this effort, Moore will also determine the percentage of the trail that will be impacted by Phase II construction and break out the costs for trail replacement by those

that can be covered by the grant (impacted from stream construction) and those areas that would be replaced at the cost of the City. The trail replacement plans will be included in the 90% and Final Design plan sets.

Task 360 - 90% and Final Design Plans

Based on the comments from the City, the discussion during the 60% review meeting, and comments received from the BCWMC TAC, we will prepare a set of 90% Design Plans. We assume these comments will not drastically change the understood design intent from the 60% submittal. We will develop other plan sheets to provide a complete construction plan set (such as general construction notes, typical details, and other sheets). We will update the cost estimate, plan set, and design memo while also developing technical specifications for the project (we understand the City will develop their own "upfront" specifications for the complete project manual).

We will begin with the specifications and upfront documents used for the Phase I Project and make appropriate updates to accommodate the Phase II design and updates to the City standards. We will issue the Plans, Cost Estimate, and Technical Specifications as 90%, to the City and schedule a meeting to discuss final City comments. We will present the 90% Plans and Cost Estimate at the TAC meeting for BCWMC and gather their comments on the design plan. We will address one round of comments from the City and BCWMC and then provide certified, 100% Plans and Specifications to the City for the public bidding process.

Specific deliverables for this task include:

- 90% Design Plans, Cost Estimate, and Design Memo
- 90% Review Meeting Summary
- Final Design Plans, Cost Estimate, and Design Memo
- Final Project Manual

Task 370 – Bidding Assistance

We understand the City desires Moore to lead the entire bidding process, including posting the bid online, coordinating the schedule, and evaluating results. We will post the bid to Quest and coordinate with the City to advertise the project in the local newspaper.

If required by the City, we will lead a mandatory pre-bid meeting at the City offices which will include an optional site visit. The pre-bid meeting will present the project, its objectives, and direct contractors' attention to key project intricacies. After the meeting, we will develop an addendum that documents the pre-bid meeting attendance and provides written responses to contractor questions. We will post this to Quest. We will issue up to one additional addendum if necessary, during the bidding period.

After the bidding has closed, we will review bids for completeness, accuracy and price, tabulate bids, and will issue a recommendation to the City. After the project is awarded, Moore will provide the City with a contract to execute with the selected contractor.

Specific deliverables for this task include:

- Prebid Meeting Minutes
- Addendum answering contractor questions
- One additional addendum
- Recommendation of Action including Bid Tabulation

Assumptions

The tasks described above were developed based on the following assumptions.

1) The scope of work covers the Phase II Project of the Plymouth Creek Corridor, which is defined as downstream of the trail at 41st Street (the end of the Phase I project) to just downstream of 34th Street within the wetland complex.
2) Relevant data to support the project including feasibility study information, watershed model, and project corridor details will be provided to Moore (CAD or GIS files).
3) The design approach for Phase II will follow the improvements identified in the Feasibility Study and follow the level of effort and protocols established during the Phase I Project.
4) The City will communicate with the property owners to secure site access for Moore staff to complete the field survey.
5) Cultural resource surveys are not included in this scope. If cultural resource field surveys are required, Moore will provide a scope and budget to the City to complete this task.
6) A geotechnical evaluation is not currently included in the above scope of work. It will be determined during the kickoff meeting if a geotechnical evaluation is necessary to support the design process. If determined to be needed for the project, Moore will provide a scope and cost estimate to incorporate a geotechnical investigation into the project.
7) An EAW is not required to support the permitting and design efforts for the Phase II Project. If an EAW is required, a scope and cost to complete this item will be provided to the City.
8) A full (C)LOMR analysis is not required to support the permitting and design efforts for the Phase II Project. If a (C)LOMR is required, a scope and cost to complete this item will be provided to the City.
9) Construction related tasks are not included in this proposal (contractor management, construction staking, construction oversight, project closeout, etc.) and will be part of a future proposal provided by Moore to the City.

Schedule

We have developed a schedule for the Phase II project, which we have based off of the progress from the Phase I project. We have assumed a July start date and that the City would want to construct the project during winter 2027. The need for an EAW would alter this schedule adding review time for permitting, which would likely make winter construction infeasible. In that instance, we would recommend bidding over the winter/early spring of 2027 and late summer to fall construction in the same manner as Phase I. Schedule milestones are listed below for consideration.

- Notice to Proceed to Moore for Phase II Design: July 29th, 2026
- Survey/Fieldwork: August 3rd, 2026
- Pre-app meeting: August 12th, 2026 (use the Feasibility Study and initial findings from the Site Visit to introduce the project during the Pre App)
- Design Evaluation Submittal: August 21st, 2026
    - Review meeting: August 25th, 2026
- File permits: September 11th, 2026
- 60% Design Submittal: September 17th, 2026
    - Review meeting: September 24th, 2026
    - Bassett Creek Meeting: October 15thth, 2026
    - Neighborhood meeting: October 28th, 2026
- 90% Design Submittal: November 12th, 2026
    - Review meeting: November 19th, 2026
    - Bassett Creek Meeting December 17th, 2026
- Anticipated Permit Issuance: December 15th, 2026 (~90 days from application submittal)
- Final Design Submittal: December 30th, 2026
- Bidding: January 4th to 18th, 2027
- Project Award and Contracting: January 26th, 2027
- Notice to Proceed: February 1st, 2027
- Anticipated Channel Construction: February 2nd to March 19th, 2027

- Substantial Completion: 5/15/27
    - All in channel work complete prior to April 15th date for warmwater streams
    - Trail and vegetation work completed post April 15th
- Final Completion: 6/11/27

We have developed this schedule for planning purposes. The key factor in the above schedule will be to hit the October meeting for BCWMC to ensure 60% Design is approved by the Watershed and the following tasks can proceed as estimated. The schedule for the Design efforts and Construction will be discussed at the kickoff meeting and adjusted to meet the City's goals for the project. Moore is prepared to advance the project to meet the City's needs.

Cost Estimate

Based on our understanding of the work, we estimate the fee to complete the above-described scope to be approximately Two Hundred and Forty Thousand Dollars (**$240,000)** as summarized in the following table.

Task	**Update**
110 – Meetings, Field Prep, and Project Management	$42,000
210 – Field Survey	$20,500
220 – Engineering Design Evaluation	$21,500
310 – 60% Design	$31,000
320 – No Rise Modeling	$35,000
330 – Environmental Permitting	$25,900
340 – Easement Figures	$8,200
350 – Trail Design	$15,400
360 – 90% and Final Design	$33,000
370 – Bidding Assistance	$7,500
PROJECT TOTAL	**$240,000**

Moore will perform the tasks specified in the Scope of Work on a Category Billing Rate basis using the actual hours worked times the appropriate Category Billing Rate plus the actual direct expenses incurred. Category Billing Rates and expense costs are listed in Attachment A and are valid through the end of the current year. On January 1 in each subsequent year, Category Billing Rates and reimbursable expenses may be adjusted to meet market demands. Out of scope work requested by the City will be completed using our time and materials rates,

Project Terms and Conditions

Our services will be provided in accordance with Terms and Conditions outlined within the Services Agreement executed between the City and Moore.

Closing

Thank you for this opportunity to provide you with this proposal for consulting services. Our team is ready to begin this work upon receipt of authorization and look forward to working with you and the other City staff complete this effort.

Please have the authorized representative sign below and return one (1) fully executed copy of this agreement to me as our Notice to Proceed. Should you have any questions or need additional information, please contact me by phone at 952-239-9464 or by e-mail at jeff.madejczyk@mooreengineeringinc.com.

Sincerely,

Jeff Madejczyk
Senior Project Manager

Quentin Scott, P.E.
Water Resources Engineer

Enclosures: As noted.

Acceptance Authorization

We hereby authorize Moore Engineering, Inc. to proceed with the work described above.

Signature _____

Name _____

Date _____

City of Plymouth
3400 Plymouth Blvd
Plymouth, MN 55447

Attachment A
Moore 2026 Category Billing Rates

MOORE ENGINEERING, INC.
2026 BILLING SCHEDULE

Effective January 1, 2026

NOTE: Rates contained in this Billing Schedule are valid until December 31, 2026. After December 31, 2026, Hourly Billing Rates will be escalated annually and direct expenses may be adjusted to meet market conditions.

Description	Billing Rate Per Hour	Description	Billing Rate Per Hour	Description	Billing Rate Per Hour
Admin Assistant 1	$75.00	Project Manager 1	$175.00	Specialist 1	$114.00
Admin Assistant 2	$85.00	Project Manager 2	$200.00	Specialist 2	$129.00
Admin Assistant 3	$96.00	Project Manager 3	$225.00	Specialist 3	$146.00
Admin Assistant 4	$106.00	Project Manager 4	$238.00	Specialist 4	$163.00
Admin Assistant 5	$119.00	Project Manager 5	$268.00	Specialist 5	$175.00
		Project Manager 6	$296.00	Specialist 6	$184.00
				Specialist 7	$225.00
				Specialist 8	$263.00
Technician 1	$88.00			Specialist 9	$324.00
Technician 2	$110.00	Surveyor 1	$147.00	Specialist 10	$365.00
Technician 3	$124.00	Surveyor 2	$169.00		
Technician 4	$147.00	Surveyor 3	$189.00		
Technician 5	$167.00	Surveyor 4	$200.00	GIS Professional 1	$105.00
Technician 6	$171.00	Surveyor 5	$220.00	GIS Professional 2	$125.00
Technician 7	$189.00			GIS Professional 3	$143.00
				GIS Professional 4	$158.00
				GIS Professional 5	$172.00
Construction Manager 1	$152.00	Scientist 1	$125.00	GIS Professional 6	$203.00
Construction Manager 2	$175.00	Scientist 2	$143.00		
Construction Manager 3	$188.00	Scientist 3	$161.00	Senior Advisor 1	$275.00
Construction Manager 4	$200.00	Scientist 4	$179.00	Senior Advisor 2	$300.00
		Scientist 5	$200.00	Senior Advisor 3	$325.00
Engineer 1	$125.00	Scientist 6	$225.00	Senior Advisor 4	$345.00
Engineer 2	$137.00				
Engineer 3	$146.00	Hydrogeologist 1	$125.00	Managing Advisor 1	$143.00
Engineer 4	$156.00	Hydrogeologist 2	$143.00	Managing Advisor 2	$192.00
Engineer 5	$167.00	Hydrogeologist 3	$161.00	Managing Advisor 3	$219.00
Engineer 6	$179.00	Hydrogeologist 4	$172.00	Managing Advisor 4	$231.00
Engineer 7	$197.00	Hydrogeologist 5	$184.00	Managing Advisor 5	$263.00
Engineer 8	$219.00	Hydrogeologist 6	$203.00	Managing Advisor 6	$284.00
Engineer 9	$240.00	Hydrogeologist 7	$225.00	Managing Advisor 7	$324.00
Engineer 10	$253.00				
Project Administrator 1	$105.00				
Project Administrator 2	$119.00				
Project Administrator 3	$134.00				
Project Administrator 4	$156.00				

Expense	Survey Vehicle Mileage	$1.00	per mile
	Personal Vehicle Mileage	IRS rate	per mile
	Moore Vehicle Mileage	$0.88	per mile
	ATV / Snowmobile / Boat	$30.00	per hour
	Per Diem	$70.00	per day
	GIS Field Collector (GPS | Camera)	$25.00	per hour
Miscellaneous	Subconsultants	cost*1.15	
	Out of Pocket Expenses	at cost	
	UAS (Photo|Video)	$25.00	per hour

moore engineering, inc.
a Vistal company

CITY OF PLYMOUTH

RESOLUTION NO. 2026-

RESOLUTION DESIGNATING CONSULTING ENGINEER FOR THE PLYMOUTH CREEK STREAM RESTORATION PROJECT – PHASE 2 (WR250001)

WHEREAS, the Plymouth Creek Stream Restoration Project is listed in the 2025-2034 Capital Improvement Plan (CIP); and

WHEREAS, a request for proposal for Phase 2 of the project was sent to an engineering firm that has expertise to deliver the project; and

WHEREAS, a proposal was received and evaluated by city staff; and

WHEREAS, staff recommends that Moore Engineering, Inc. be designated as the consulting engineer for this project.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that Moore Engineering, Inc. is designated as the city's consulting engineer for the Plymouth Creek Stream Restoration Project – Phase 2 (WR250001) in the amount of $240,000, funded by the Water Resources Fund and will be reimbursed by the Bassett Creek Watershed Management Commission.

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

Regular City Council
July 28, 2026
Agenda Number: 6.13

To:	Dave Callister, City Manager
Prepared by:	Andrew Etzel, Fire Chief
Reviewed by:	Erik Fadden, Public Safety Director
Item:	**Approve Hotel Inspection Joint Powers Agreement with the State of Minnesota**

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1. Action Requested:

Adopt resolution approving hotel inspection Joint Powers Agreement with the State of Minnesota.

2. Background:

Hotels in Minnesota are required to undergo a fire inspection every three years through the State Fire Marshal's Office. The State Fire Marshal permits the local authority to have jurisdiction to conduct these inspections under an agreement, provided the inspectors have completed the required state training.

The Plymouth Fire Department has a long-standing agreement with the state to conduct hotel fire inspections within the city. This joint powers agreement is renewed every three years, and inspection fees are assessed to hotels in accordance with the State Fire Marshal's fee schedule.

Conducting these inspections locally allows Plymouth fire inspectors to proactively address fire and life safety concerns while building stronger relationships with hotel owners and operators.

3. Budget Impact:

Hotels are inspected by Plymouth Fire Inspectors on staff. We collect fees from the state for doing hotel fire inspections.
Hotel with 35 rooms or less - $6 / room.

Hotels with 36-100 rooms - $7 / room.
Hotels with 101 or more rooms - $8 / room.

4. Attachments:

1. Agreement
2. Resolution

Docusign Envelope ID: 9AEDB15B-D42F-8A4F-817A-7E148CDFF0C4

State of Minnesota Joint Powers Agreement Hotel Inspection

SWIFT Contract Number: 293977

This Agreement is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the State Fire Marshal division ("State") the City of Plymouth, acting on behalf of the City of Plymouth Fire Department 3400 Plymouth Boulevard, Plymouth, MN 55447 ("Governmental Unit"). The State and Governmental Unit may be referred to jointly as "Parties".

Recitals

Under Minnesota Statute § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary and the State is empowered Under Minnesota Statute § 299F.46, subdivision 2 to enter into an agreement with any county, two or more contiguous counties, or city or other municipality to perform fire code inspections for hotels.

Agreement

1. **Term of Agreement**
   - 1.1 Effective Date: July 1, 2026, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
   - 1.2 Expiration Date: June 30, 2029, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. **Agreement between the Parties**
   - **2.1** The Fire Chief of the Governmental Unit agrees that a representative of the city's fire Department of Public Safety will conduct all hotel inspections within the Governmental Unit's jurisdiction in accordance with the Minnesota Statute § 299F.46 to assure uniform enforcement throughout the State of Minnesota.

   - **2.2** All hotels within the Governmental Unit's jurisdiction will be inspected by the Governmental Unit no less than once during this Agreement.

   - **2.3** All hotels within the Governmental Unit's jurisdiction will be inspected and enforced in accordance with the requirements of the Minnesota State Fire Code ("MSFC") and MSFC interpretations of the State Fire Marshal. MSFC interpretations are available to the Governmental Unit on the State's web page, https://dps.mn.gov/divisions/sfm/fire-code/Pages/interpretations.aspx.

   - **2.4** All Governmental Unit inspectors employed for the purpose of this Agreement are required to:

2.4.1 Obtain and maintain a "Fire Inspector 1" certification issued by the Minnesota Fire Service Certification Board or similar nationally-recognized certifying organization during the "Term of Agreement."

2.4.2 Attend the State Fire Marshal Hotel Inspection training program prior to conducting hotel inspections and not less than once for every agreement period thereafter.

2.4.3 Attend the State Fire Marshal Code update training program following adoption of each new code.

2.5 The State Fire Marshal will provide the required and necessary training for the Governmental Unit's fire department personnel to conduct the hotel inspections with the exception of training for inspectors to pass the Fire Inspector Certification test.

2.6 Copies of the hotel inspection reports completed by the Governmental Unit, including required follow-up inspection reports, must be submitted to the State Fire Marshal within thirty (30) calendar days following any inspection. Submission of the reports by the Governmental Unit will be made in PDF format to the following State Fire Marshal electronic mailbox: fm.city.inspections@state.mn.us

2.7 Any variances to the fire code orders must be approved in writing by the State Fire Marshal.

2.8 Provide in writing/email to the State the names and credentials of Governmental Unit inspectors conducting inspections pursuant to this Agreement prior to conducting inspections.

2.9 The State's Authorized Representative shall have final authority for acceptance of the Governmental Unit's services and if such services are satisfactory.

3. **Authorized Representatives**

The State's Authorized Representative is the person below, or their successor:

Name: Tony Clafton, Deputy State Fire Marshal supervisor,
Address: 445 Minnesota Street Suite, Suite 145
Saint Paul, MN 55101-5145,
Telephone: 218-206-1864
Email: tony.clafton@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or their successor:

Name: Andy Etzel, Fire Chief, City of Plymouth
Address: 3400 Plymouth Blvd
Plymouth, MN 55447
Telephone: 763-509-5126
Email: aetzel@plymouthmn.gov

4. **Assignment, Amendments, Waiver, and Contract Complete.**

4.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

4.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

4.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

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

5. **Indemnification.**
The State and Designated Agent agree each party will be responsible for its own acts and behavior and the results thereof to the extent authorized by law and shall not be responsible or liable for the acts of any others and the results thereof. The State's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Designated Agent's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law.

Pursuant to Minn. Stat. § 299F.46, subdivision 2(e) this Agreement shall not be effective to transfer any tort liability attributable to any inspection or lack of inspection from the State to the Designated Agent.

6. **State Audits.**
Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

7. **Government Data Practices.**
The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

8. **Venue**
Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

9. **Termination**
The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

1. Governmental Unit
With delegated authority

Print Name: Andy Etzel

Signature: _____

Title: Fire Chief Date: _____

2. Department of Public Safety; State Fire Marshal
With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. Commissioner of Administration
As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

CITY OF PLYMOUTH

RESOLUTION NO. 2026-

RESOLUTION APPROVING HOTEL INSPECTION JOINT POWERS AGREEMENT WITH THE STATE OF MINNESOTA

WHEREAS, hotels in Minnesota are required to undergo a fire inspection every three years through the State Fire Marshal's Office; and

WHEREAS, the State Fire Marshal permits the local authority to have jurisdiction to conduct these inspections under an agreement, provided the inspectors have completed the required state training; and

WHEREAS, the Plymouth Fire Department has a long-standing agreement with the state to conduct hotel fire inspections within the city, and this joint powers agreement is renewed every three years; and

WHEREAS, the inspection fees are assessed to hotels in accordance with the State Fire Marshal's fee schedule; and

WHEREAS, conducting these inspections locally allows Plymouth fire inspectors to proactively address fire and life safety concerns while building stronger relationships with hotel owners and operators.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the Joint Powers Agreement is approved, and the Fire Chief is authorized to execute the Agreement.

APPROVED by the City Council this 28th day of July, 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 July 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

Regular City Council
July 28, 2026
Agenda Number: 7.1

To:	Dave Callister, City Manager
Prepared by:	Natalie Dorcy, Office Support Specialist
Reviewed by:	Jodi Gallup, City Clerk
Item:	**Public hearing for L & P Enterprises, LLC d/b/a Lucky Street Thai Street Food And Sushi applications for wine and on-sale 3.2 percent malt liquor licenses, 1400 County Road 101, Unit I**

1. Action Requested:

Adopt attached resolution approving wine and on-sale 3.2 percent malt liquor license applications of L & P Enterprises, LLC d/b/a Lucky Street Thai Street Food And Sushi, 1400 County Road 101, Unit I

2. Background:

L & P Enterprises, LLC d/b/a Lucky Street Thai Street Food And Sushi has submitted applications for wine and on-sale 3.2 percent malt liquor licenses for its location at 1400 County Road 101, Unit I. Per state law and city code, the holder of an on-sale wine license who is also licensed to sell 3.2 percent malt liquors at on-sale is authorized to sell intoxicating malt liquors (strong beer) at on-sale without an additional license.

L & P Enterprises, LLC acquired the restaurant previously known as Lucky Street from Tiger Sushi LLC on September 5, 2023. Following the purchase, the company updated the business name to Lucky Street Thai Street Food And Sushi. The restaurant has maintained all aspects of its original operation and now seeks to expand its offerings to include the sale of wine and beer, with an indoor seating capacity of 48 and an outdoor seating of 12.

The Police Department has conducted the criminal background investigations and has found no reason to deny the licenses. The required notification was provided to property owners within 500 feet of the site per City Code 1201.25.

3. Budget Impact:

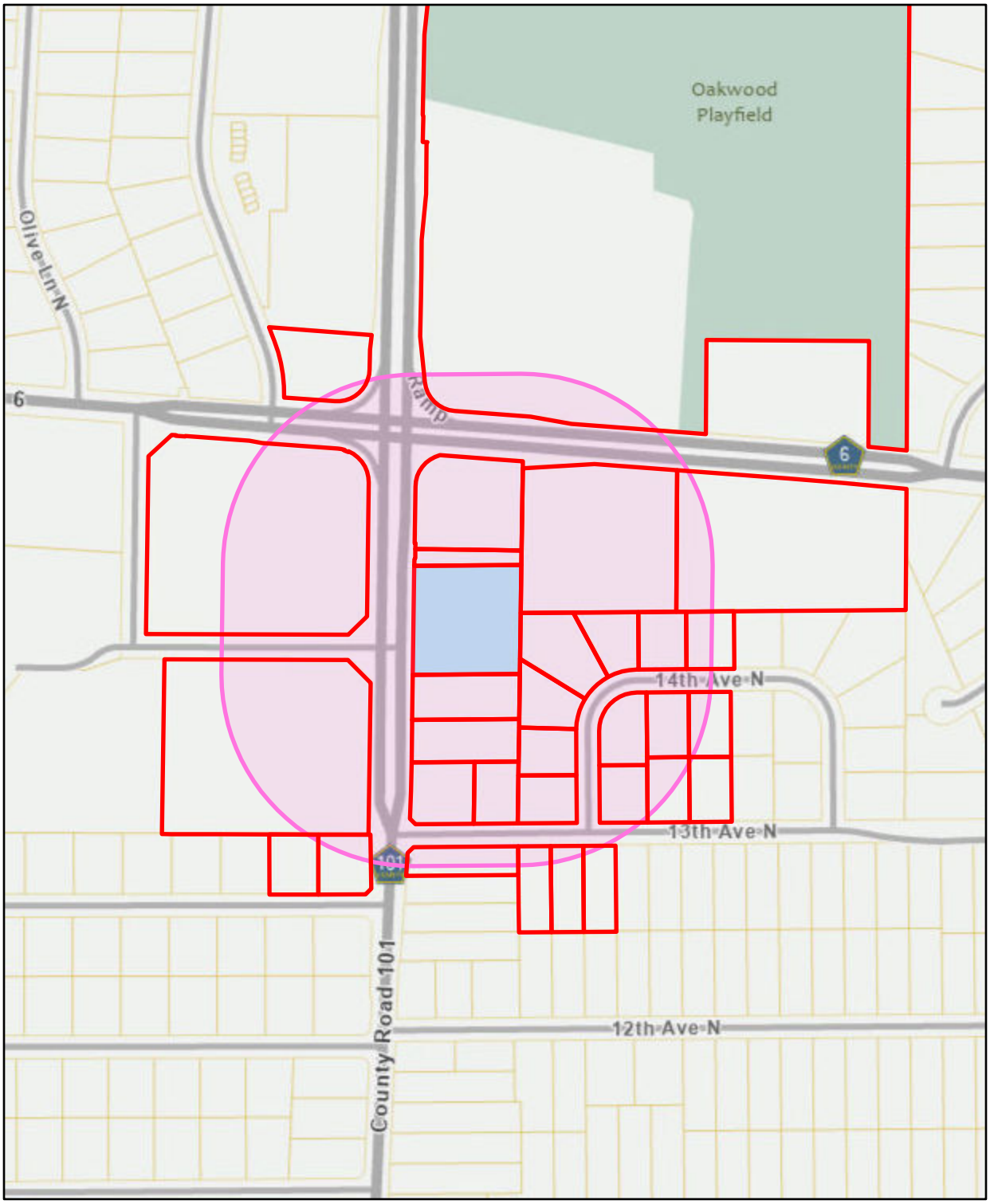
The city has received the required background investigation fees. The prorated license fee for the remainder of the license period will be paid prior to issuance of the license.

4. Attachments:

1. Buffer and Distance Map
2. Property Owners within 500'
3. Floor Plans
4. Resolution

Hennepin County Locate & Notify Map

Date: 7/6/2026



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 notsuitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this data.

For more information, contact Hennepin County GIS Office
300 6th Street South, Minneapolis, MN 55487 / gis.info@hennepin.us

40 29-118-22 32 0003
IND SCHOOL DIST NO 284
P O BOX 660
WAYZATA MN 55391

40 29-118-22 33 0003
KIMBERLY MEADOWS
470 W 78TH ST #260
CHANHASSEN MN 55317

40 29-118-22 33 0009
MARY COLEMAN/LOUIS ROBARDS
334 MARGARET CIRCLE
WAYZATA MN 55391

40 29-118-22 33 0010
NEMESIS CAROLINE SANCHEZ
1330 CO RD 101 N
PLYMOUTH MN 55447

40 29-118-22 33 0011
SHAWNA KENYON
1310 CO RD NO 101
PLYMOUTH MN 55447

40 29-118-22 33 0012
C-TEC REAL ESTATE HLDGS LLC
17340 13TH AVE N
PLYMOUTH MN 55447

40 29-118-22 33 0013
R A BRAGER & M A ALLEN SR
17330 14TH AVE N
PLYMOUTH MN 55447

40 29-118-22 33 0014
JOHN S PAROD
17320 14TH AVE N
PLYMOUTH MN 55447

40 29-118-22 33 0015
MITCHELL DREXLER
JESSICA DAHLHEIMER
17310 14TH AVE N
PLYMOUTH MN 55447

40 29-118-22 33 0016
DAVID F MEUWISSEN
DANIEL J MEUWISSEN
17300 14TH AVE N
PLYMOUTH MN 55447

40 29-118-22 33 0017
SFR II BORROWER 2021-3 LLC
120 S RIVERSIDE PLZ #2000
CHICAGO IL 60606

40 29-118-22 33 0018
RICHARD G HOLCOMB
17220 14TH AVE N
PLYMOUTH MN 55447

40 29-118-22 33 0019
LAWRENCE M SCHNACK
CAROL V SCHNACK
17210 14TH AVE N
PLYMOUTH MN 55447

40 29-118-22 33 0026
JOEY K ABRAHAMSON &
JACKIE L SECHTER-ABRAHAMSON
17301 14TH AVE N
PLYMOUTH MN 55447

40 29-118-22 33 0027
LESLIE A & SCOTT H KURTZ
17221 14TH AVE N
PLYMOUTH MN 55447

40 29-118-22 33 0028
CATHERINE E PORTER
10624 ADMIRAL COURT
OKLAHOMA CITY OK 73162

40 29-118-22 33 0033
DEBORAH L SMITH
17210 13TH AVE N
PLYMOUTH MN 55447

40 29-118-22 33 0034
LAMON & LANETTE MARCHBANKS
17220 13TH AVE N
PLYMOUTH MN 55447

40 29-118-22 33 0035
DANIEL P VAN HORN
17300 13TH AVE N
PLYMOUTH MN 55447

40 29-118-22 33 0041
MS GANDY LLC
4605 CONCORD TER
EDINA MN 55424

40 29-118-22 33 0042
MS GANDY LLC
4605 CONCORD TER
EDINA MN 55424

40 29-118-22 33 0044
LUTHERAN CH ST PHILIP DEACON
17205 CO RD NO 6
PLYMOUTH MN 55447

40 29-118-22 33 0045
CVS
1 CVS DRIVE
WOONSOCKET RI 02895

40 30-118-22 44 0010
BIGOS-OAKWOOD L L C
8325 WAYZATA BLVD STE 200
GOLDEN VALLEY MN 55426

40 30-118-22 44 0011
COMMERCIAL REALTY ADVISORS
6105 KAYMAR DR
EDINA MN 55436

40 30-118-22 44 0012
DRF PLYMOUTH DENTAL LLC
7101 78TH ST W STE 100
MINNEAPOLIS MN 55439

40 31-118-22 11 0036
JOSEPH W HOFFMAN
17510 13TH AVE N
PLYMOUTH MN 55447

40 31-118-22 11 0037
JASON M GREENE
17520 13TH AVE N
PLYMOUTH MN 55447

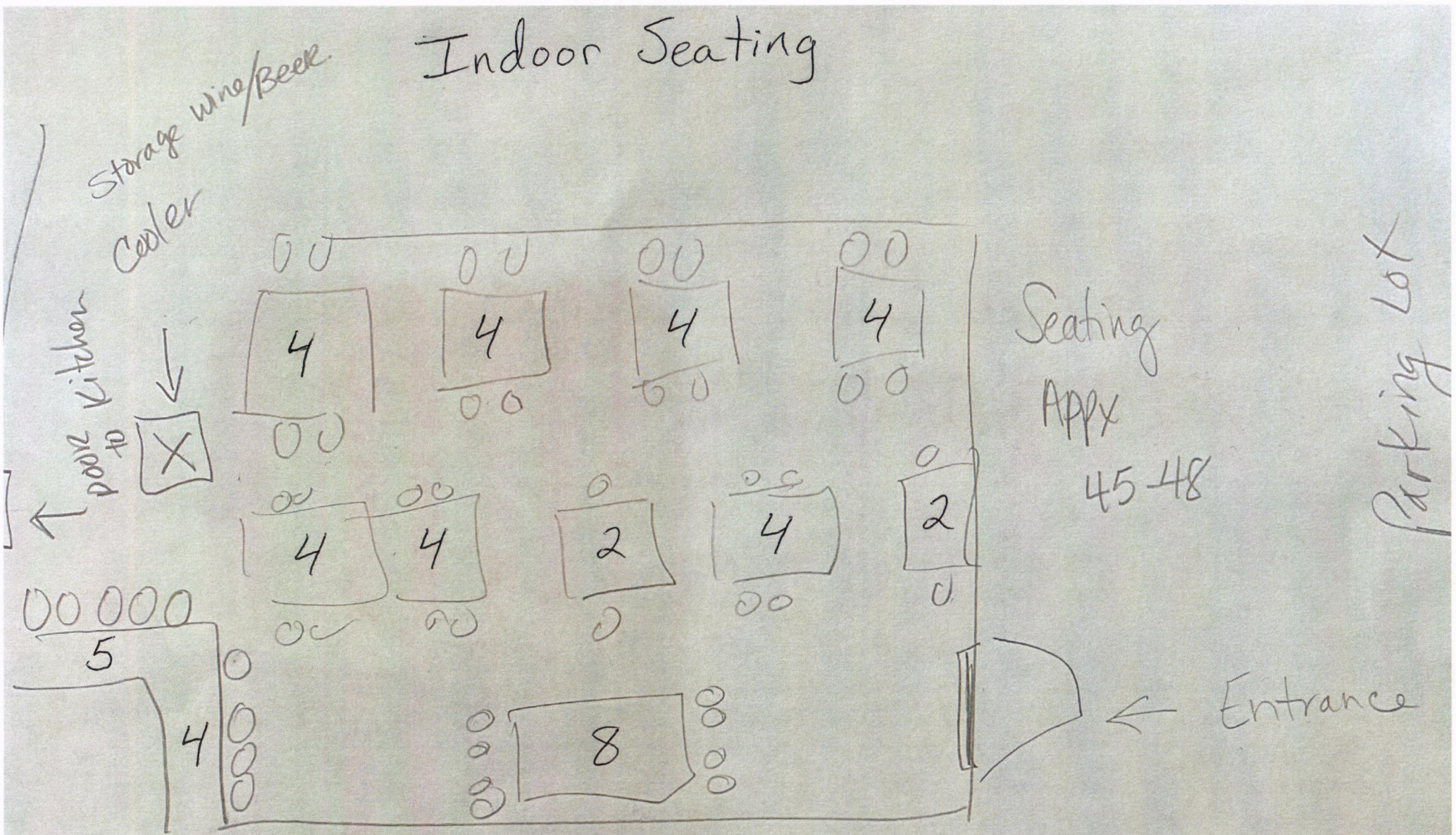
40 32-118-22 22 0020
BEVERLY G BREILAND LIV TRUST
17315 13TH AVE N
PLYMOUTH MN 55447

40 32-118-22 22 0022
LANCE DANIEL KRAEMER
LINDSAY ROSE FARKAS
17325 13TH AVE N
PLYMOUTH MN 55447

40 32-118-22 22 0023
DAVE M ROD
17335 13TH AV N
PLYMOUTH MN 55447

40 32-118-22 22 0030
JOHN A MOHS
1250 CO RD NO 101
PLYMOUTH MN 55447

Indoor Seating



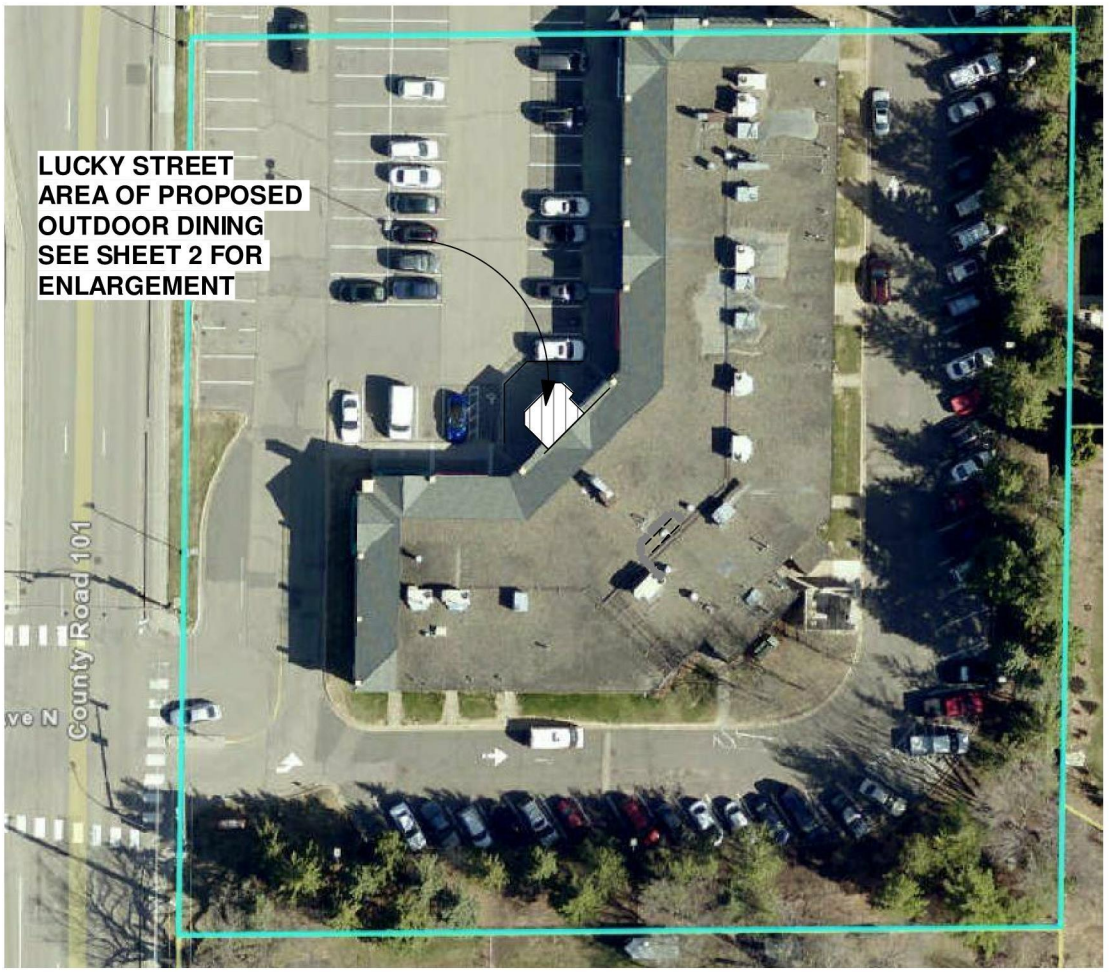
LUCKY STREET THAI FOOD & SUSHI

1400 CO. RD. 101, PLYMOUTH, MN 55447

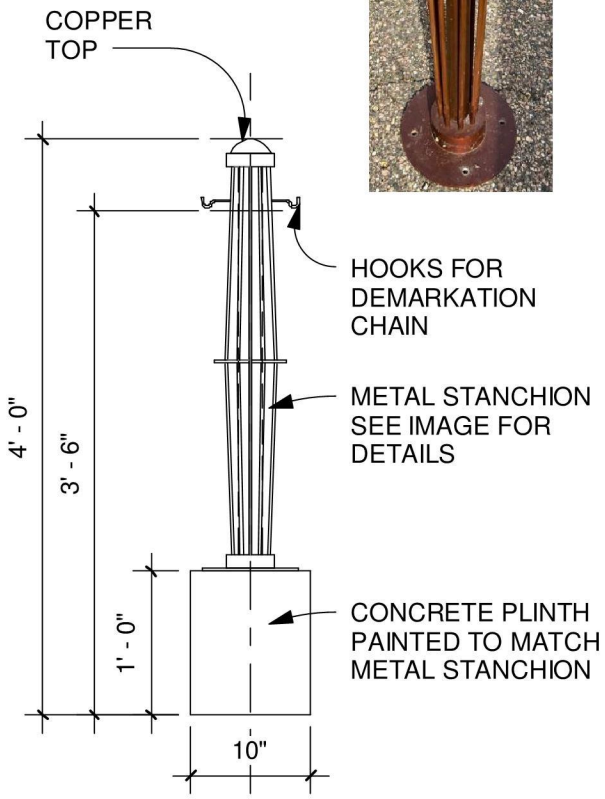
PROPERTY ID # 2911822330042

PROPOSED OUTDOOR SEATING PLAN

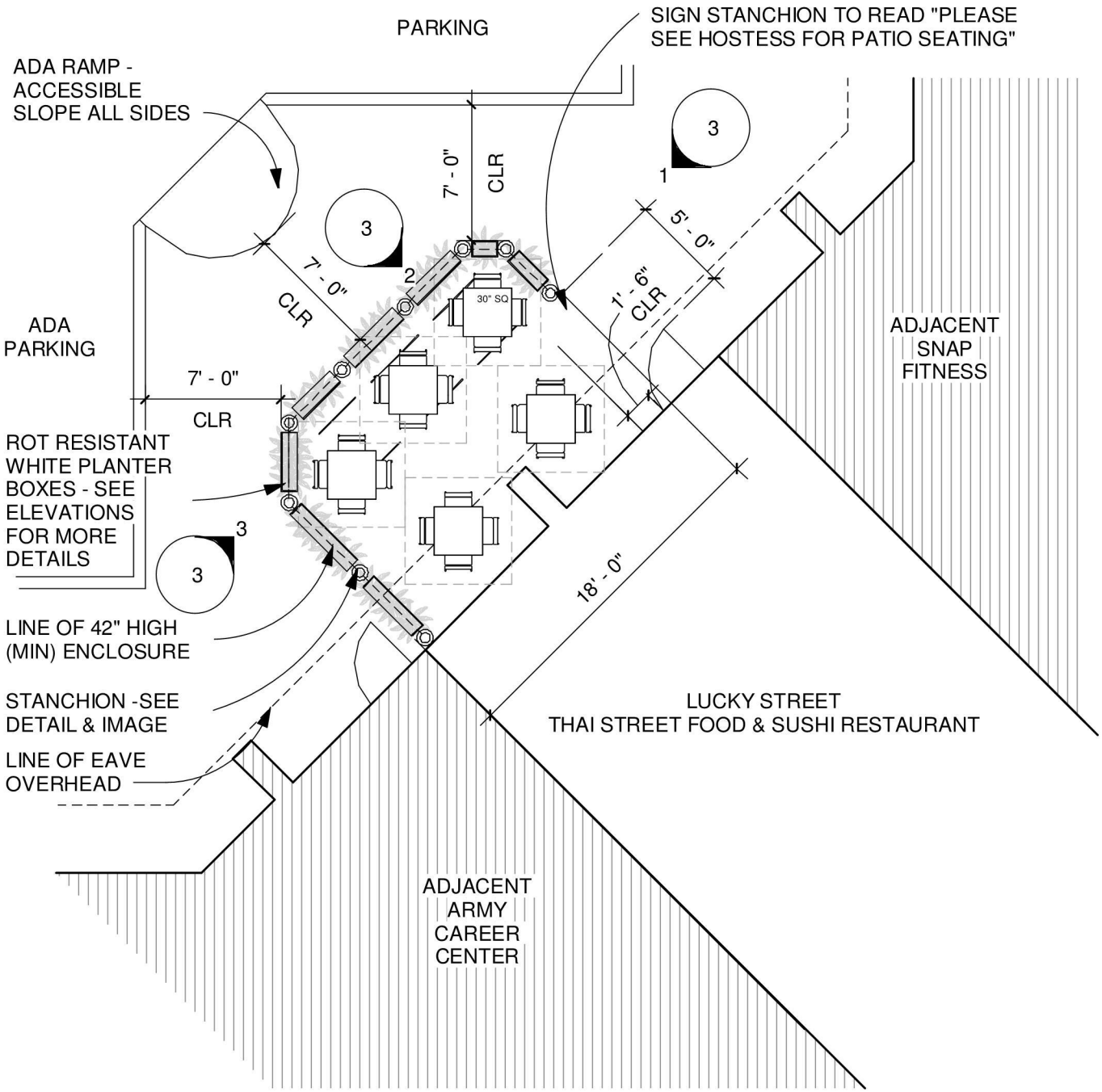
VICINITY MAP (NOT TO SCALE)



TALO studio

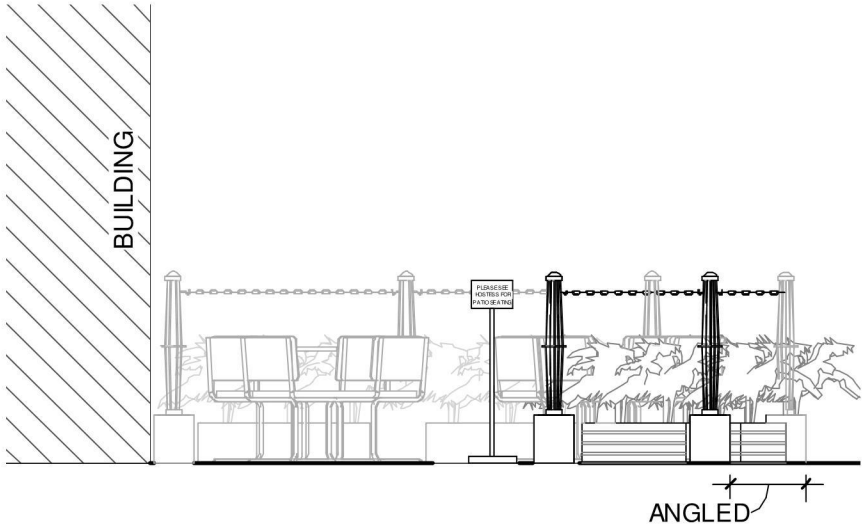


2 STANCHION ELEVATION
3/4" = 1'-0"

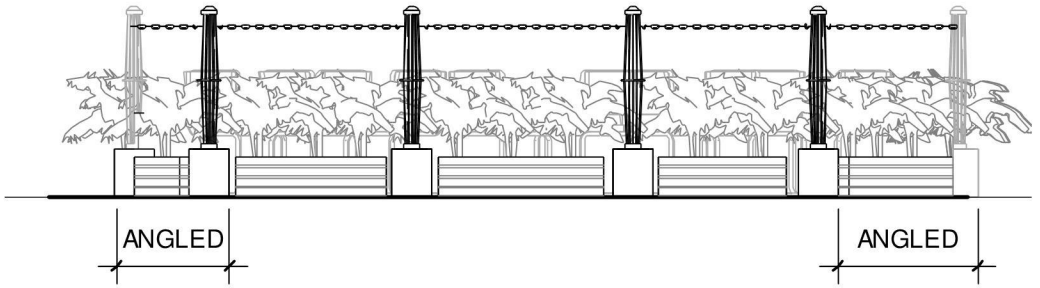


1 LUCKY STREET - PROPOSED OUTDOOR SEATING PLAN
1/8" = 1'-0"

TALO studio

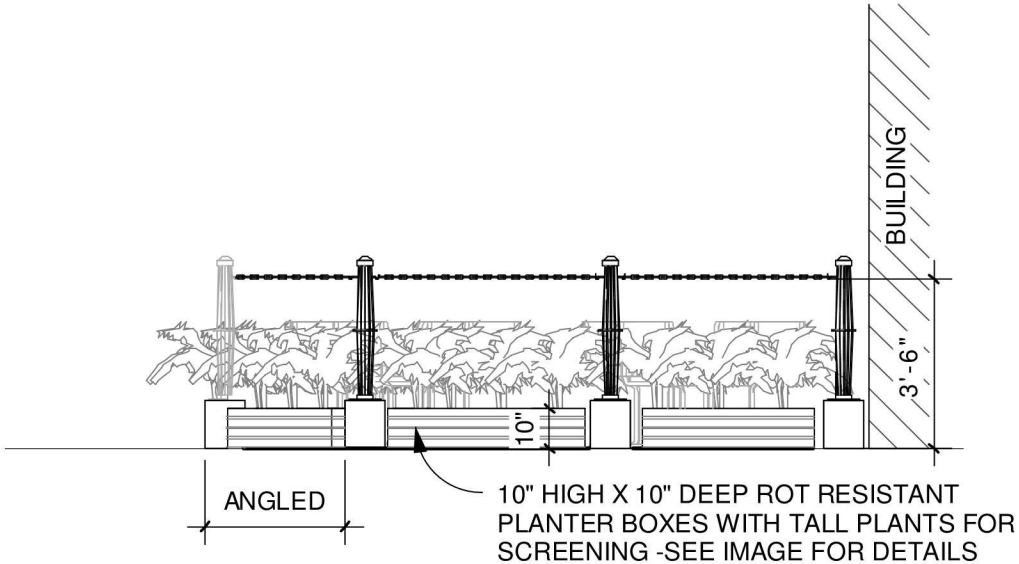


1 NORTHEAST ELEVATION
1/4" = 1'-0"



2 NORTHWEST ELEVATION
1/4" = 1'-0"

PLANTER BOX IMAGE
BE BE PAINTED WHITE
(NOT TO SCALE)



TALO studio

3 SOUTHWEST ELEVATION
1/4" = 1'-0"

CITY OF PLYMOUTH

RESOLUTION NO. 2026-

RESOLUTION APPROVING WINE AND ON-SALE 3.2% MALT LIQUOR LICENSE APPLICATIONS OF L & P ENTERPRISES, LLC D/B/A LUCKY STREET THAI STREET FOOD AND SUSHI, 1400 COUNTY ROAD 101, UNIT I

WHEREAS, L & P Enterprises, LLC d/b/a Lucky Street Thai Street Food And Sushi, 1400 County Road 101, Unit I, has submitted applications for Wine and On-Sale 3.2% Malt Liquor at this address; and

WHEREAS, the Police Department has conducted a background investigation and has found no reason to deny the application.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the Wine and On-Sale 3.2% Malt Liquor License applications of L & P Enterprises, LLC d/b/a Lucky Street Thai Street Food And Sushi, 1400 County Road 101, Unit I, 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 July, 2026.

Regular City Council
July 28, 2026
Agenda Number: 8.1

To:	Dave Callister, City Manager
Prepared by:	Grant Fernelius, CED Director
Reviewed by:	Michael Thompson, Public Works Director Andrea Rich, Finance Director
Item:	**Approve purchase agreement for real property located at 13500 26th Avenue N**

1. Action Requested:

1) Approve attached resolution authorizing: 1) a purchase agreement for real property located at 13500 26th Avenue North for $3,000,000; and 2) the mayor and city manager to execute all closing documents for the acquisition of said property.

2) Approve attached resolution authorizing an inter-fund loan of up to $3,250,000 from the Transit Fund and reimbursement to the Transit Fund, including interest from tax increment financing.

2. Background:

The southeast quadrant of I-494 and Highway 55 has been identified for redevelopment since at least 2018. The city's 2040 Comprehensive Plan has guided the area as Mixed-Used-Residential (MXD). Several developers have prepared development plans, but thus far have been unable to assemble land for a project. Redevelopment is one of the council's strategic priorities adopted in 2024. In early 2025, the city acquired the former Red Roof Inn on Annapolis Lane to create an opportunity for transit-oriented use since this location was identified as a potential future bus rapid transit stop location in addition to a stop location for the planned Route 757 all day transit service anticipated to begin in late 2027. Last fall staff worked with a consultant to prepare a small area plan for the quadrant. The plan calls for a mix of commercial, residential, medical, and entertainment uses. In addition, the corridor along Highway 55 has been identified for new commuter transit service starting in 2027 with the goal of adding future stops on the north and south sides of the highway (near Xenium Lane and Northwest Boulevard) as the area redevelops.

Transit

The Highway 55 corridor has been identified for an all-day transit service (Route 757) from Minneapolis to Plymouth and this general area has been identified as a potential stop for service riders. This Met Council proposal received grant funding and is tentatively planned to start in Q4 of 2027. Additionally, a major Bus Rapid Transit study was recently finalized for the Highway 55 corridor, led by the Met Council, with partners in Minneapolis, Golden Valley, Medina, and Hennepin County. In preparing for the all-day service, the City of Plymouth completed its own Highway 55 Transit Study in June 2021 in partnership with SRF Consulting. This area was specifically identified as a potential transit parking accommodation. Therefore, this purchase aligns with the strategic planning for transit of obtaining land to accommodate future all-day transit service and/or future Bus Rapid Transit and/or a parking lot as another option for transit riders. Furthermore, this area will likely redevelop in the future and this acquisition would also help ensure transit needs are appropriately met.

Redevelopment and Role for the City

Earlier this year, staff met with several developers to solicit feedback about the quadrant. The consensus was guarded optimism, mostly due to the need for land assembly and redevelopment assistance (like tax increment financing). There are concerns about site access also. However, most agree the area has redevelopment potential especially with its proximity to the highway system, transit and nearby employers. There are several parcels that may be acquired, including the Ramada Inn, the Broadway Pizza, the First National Bank and the Fairy Tale Academy. It has become increasingly clear that if the city wants to see redevelopment happen, more than likely we will need to participate in land acquisition when opportunities arise. Thus far, staff has had conversations with three of the property owners and reached agreement with the Fairy Tale Academy (13500 26th Avenue N). The following is a summary of the proposed purchase agreement for the daycare property.

Purchase Agreement

Staff has reached agreement with the property owner (B & A Holdings Limited Liability Company) to acquire the 1.51 acre site for $3 million. The building was originally constructed in 1985 as a two-tenant office condominium (with separate PID's). At one point, the building was occupied by a dental clinic and an insurance agency. The current owner purchased the property in December 2020. The daycare occupies 46% of the building; the other space is vacant and occupies 54% of the building. The seller was in the process of refurbishing the vacant space for prospective tenants, but held off on the project and approached the city about purchasing the site. As part of the agreement, the city will lease back the property to the seller for 24 months (rent-free) while they secure a new location. The seller will maintain the entire property during the term of the lease and pay the operating expenses (utilities, maintenance and renter's insurance), as well as the property taxes on the daycare portion. The seller has agreed to waive relocation assistance in exchange for the free rent outlined above. Once purchased, the city intends to file for tax exemption on the vacant portion of the building. The price of the property ($3 million) was negotiated. However, an appraisal

(attached) was performed as part of the city's overall due diligence.

Staff believes the acquisition will improve the desirability of the larger site for future redevelopment. It represents one less obstacle for developers who are interested in the project, but may be concerned about site assembly. The purchase will be funded through the Transit Fund, with the goal of repayment with future tax increment, land sale proceeds and/or bonds. The approval resolution identifies a larger amount ($3.25 million) for an interfund loan to cover the acquisition, demolition and associated costs. Under City Code, the Community and Economic Development Department must make a finding that the proposed acquisition is consistent with the City's Comprehensive Plan (Comp Plan). As noted above, staff has determined that the area is guided for mixed-use development under the Comp Plan and commissioned a small area plan in 2025 to evaluate several redevelopment options. The preferred alternative concept identifies a mix of land uses, including those focused on transit-oriented development, especially given the all-day transit service anticipated to begin in the near future. It is part of the rationale for using transit funds to provide interim financing for the property acquisition and associated costs.

3. Budget Impact:

The purchase of the property will be obtained through an interfund loan from the Transit Fund, with reimbursement from future sources including tax increment financing (TIF) revenues; land sale proceeds; and/or bonds. The interfund loan includes costs for acquisition of $3,000,000 and demolition estimated at $250,000.

4. Attachments:

1. Purchase Agreement
2. Appraisal
3. Resolution - Approving Purchase Agreement
4. Resolution - TIF Reimbursement

Docusign Envelope ID: 2E8D35AF-ED71-8978-820A-D085ABF95EA7

PURCHASE AGREEMENT

This **PURCHASE AGREEMENT** ("Agreement") is made on the _____ day of _____, 20__ ("Effective Date"), by and between **THE CITY OF PLYMOUTH, MINNESOTA**, a Minnesota municipal corporation, 3400 Plymouth Boulevard, Plymouth, Minnesota, 55447 ("Buyer"), and **B & A HOLDINGS LIMITED LIABILITY COMPANY**, a Minnesota limited liability company ("Seller").

1. **Offer/Acceptance**. Buyer offers to purchase and Seller agrees to sell certain improved real property located at 13500 26th Avenue N, Plymouth, Minnesota 55441, in the City of Plymouth, County of Hennepin, State of Minnesota, legally described on the attached **Exhibit A**, PID: 22-118-22-34-0021 and 22-118-22-34-0022, together with all privileges, rights, easements, hereditaments and appurtenances thereto belonging and all right, title and interest of Seller in and to any streets, alleys, passages and other rights of way included therein or adjacent thereto (before or after the vacation thereof) and together with all improvements located thereon (collectively, the "Property")

2. **Price and Terms**. Subject to the prorations and credits provided in this Agreement, the price for the Property included in this sale is Three Million and 00/100 Dollars ($3,000,000) ("Purchase Price"), which shall be payable and allocated as follows:

A. *Deposit.* The sum of Fifty Thousand and 00/100 Dollars ($50,000.00) earnest money **(the "Deposit")**, shall be deposited with the Title Company (as hereafter defined) within five business days of execution of this Agreement by both parties. The Deposit shall be held in escrow by the Title Company in a non-interest-bearing account and shall be disbursed in accordance with the terms of this Agreement.

B. *Payment of Cash Balance*. On or before the Date of Closing (as defined in Section 17 of this Agreement), Buyer shall deposit with Land Title Inc. ("Title Company"), the balance of the Purchase Price, together with such additional funds for Buyer's share of closing costs and prorations as may be required pursuant to this Agreement.

C. *Method of Payment*. All cash payments by Buyer will be in U.S. Dollars, and in the form of wire transfer, certified checks, or other immediately available funds.

3. **DEPOSIT.** If Closing is completed as provided in this Agreement, the Deposit shall be credited to the balance of the Purchase Price at Closing. If Purchaser defaults under this Agreement and fails or refuses to close the sale as provided in this Agreement or if Purchaser terminates this Agreement at any time following the expiration of the Due Diligence Period, then Seller may retain the Deposit as liquidated damages for Purchaser's failure to close this sale in accordance with the terms of this Agreement, subject to the provisions of Sections 11, 15(C), 16, 21 and 23(B) of this Agreement.

4. **Deed/Marketable Title**. Upon performance by Buyer, Seller shall execute and deliver a Warranty Deed conveying marketable title of record, subject to:

A. Reservations of minerals or mineral rights by the State of Minnesota, if any;

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B. Building and zoning laws, ordinances, state and federal regulations;

C. Applicable laws, regulations, zoning regulations and ordinances, whether federal, state or local; and

D. Encumbrances to title which constitute encumbrances, restrictions, or easements which have been disclosed to Buyer and accepted by Buyer in writing;

(hereinafter, "Permitted Encumbrances").

5. **Relocation Benefits**. Seller is aware of Seller's rights and payments that Seller may be eligible to receive pursuant to the Uniform Relocation Assistance Act (the "Act"). Seller acknowledges that Seller has been given the opportunity to seek and receive the advice of legal counsel with respect to relocation, moving, reestablishment, and other costs, if any, that may be available under the Act.

Seller hereby acknowledges that the payment of the Purchase Price does not include a payment for Relocation Benefits. At Closing, and as a condition precedent to Closing, Seller will waive any right to receive any relocation payments pursuant to the Act (or other federal or state law provisions) with respect to the Property. Seller acknowledges that Seller will make such a waiver of Seller's own volition and with full knowledge of the specific relocation benefits to which Seller may be entitled.

Purchaser and Seller agree that this is a voluntary sale, state and federal law permit the Purchaser to request a waiver of relocation benefits from Seller, as provided under Minn. Stat. § 117.521. Prior to and as a condition of Closing, Seller will be required to sign a relocation waiver, the form of which is substantially the same as shown on the attached **Exhibit B** and the final form will be subject to the approval of Purchaser ("Relocation Waiver"). If Seller does not waive relocation benefits, this Agreement will be terminated, and Seller will be free to retain ownership of the Property or sell on the private market.

6. **Real Estate Taxes and Special Assessments**.

A. Prior Years' Delinquent Real Estate Taxes and Delinquent Special Assessments. Delinquent real estate taxes payable in years prior to the year of Closing and delinquent installments of special assessments certified for collection with real estate taxes payable in years prior to the year of Closing, together with penalty, interest and costs, shall be paid by Seller not later than the Date of Closing.

B. Real Estate Taxes Payable in the Year of Closing. Real estate taxes payable in the year of Closing on PID 22-118-22-34-0021 ("Unit 1") shall be paid by Seller. Real estate taxes payable in the year of Closing on PID 22-118-22-34-0022 ("Unit 2") shall be prorated between Seller and Buyer on a calendar year basis as of the date of Closing. Buyer shall assume the obligation to pay the taxes and installments of special assessments on Unit 2 due and payable in the year subsequent to the year in which the Date of Closing occurs and thereafter.

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C. Deferred Real Estate Taxes. Seller shall pay on Date of Closing or provide for payment of any deferred real estate taxes (including "Green Acres" taxes under Minn. Stat. § 273.111) payment of which is required as a result of the Closing of this sale and the recording of the Deed. Provision for payment shall be by payment into escrow of 1.5 times the estimated payoff amount of the deferred taxes.

D. Certified Special Assessments. All installments of special assessments certified for payment with the real estate taxes payable in the year of Closing shall be paid by Seller at Closing.

E. All Other Levied Special Assessments. Seller shall pay on the Date of Closing all other special assessments levied as of the date of this Purchase Agreement.

7. **Seller's Boundary Line, Restrictions, and Lien Warranties**. Seller warrants that buildings on adjoining real property, if any, are entirely outside of the boundary lines of the Property. Seller warrants that there has been no labor or material furnished to the Property for which payment has not been made. Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the Property. These warranties shall survive the delivery of the Deed.

8. **Lease Agreement**. At Closing, Seller and Buyer shall enter into a Lease Agreement in substantially the same form as attached **Exhibit C** (the "Lease").

9. **Possession**. Seller shall deliver possession of the Property not later than the actual Date of Closing subject to the Lease.

10. **Title Insurance Commitment**. Within fifteen (15) days of the date of this Agreement, Buyer shall be responsible for obtaining title evidence and reviewing title to the Property. Buyer shall be allowed thirty (30) business days after the receipt of the title commitment for examination of title and making any objections, which shall be made in writing or deemed waived.

11. **Title Corrections and Remedies**. Seller shall have 30 days from receipt of Buyer's written title objections to make title marketable. Upon receipt of Buyer's title objections, Seller shall, within ten (10) business days, notify Buyer of Seller's intention to make title marketable within the 30-day period; provided, however, that the Seller shall have no obligation to cure any objections and may inform the Buyer of such. In the event that the Seller has failed to obtain a cure of such objections within 30 days after the date hereof, the Buyer may, by giving written notice to the Seller, terminate this Agreement; or (ii) waive any title objections and proceed to Closing. If Buyer elects to terminate the Agreement, the Deposit shall be returned to the Buyer, and this Agreement shall be null and void. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of Closing shall not delay the Closing. Pending correction of title, all payments required by this Agreement and the Closing shall be postponed. Upon correction of title and within ten (10) days after written notice to Buyer, the parties shall perform this Agreement according to its terms.

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12. **Well Disclosure**. *[Check one of the following:]*

_X_ Seller certifies that Seller does not know of any wells on the Property.
____ Wells on the Property are disclosed by Seller on the attached Well Disclosure form.

13. **Disclosure of Individual On-Site Sewage Treatment System**. *[Check one of the following:]*

_X_ Seller certifies that Seller does not know of any individual on-site sewage treatment systems on the Property.
____ Individual on-site sewage treatment systems on the Property are disclosed by Seller on the attached Disclosure form.

14. **Methamphetamine Disclosure Statement**. To the best of Seller's knowledge, methamphetamine production has not occurred on the Property. A county or local health department or sheriff has not ordered that the Property or some portion of the Property is prohibited from being occupied or used until it has been assessed and remediated as provided in the Department of Health's Clandestine Drug Labs General Clean-up Guidelines.

15. **Seller's Representations, Warranties, and Covenants**.

A. *Representations, Warranties, and Covenants.* Seller represents, warrants, and covenants with Buyer and its successors and assigns as follows:

(1) Seller warrants and represents to Buyer that, to Seller's knowledge, without investigation, no entity or person has, at any time:

(a) "released" or actively or passively consented to the "release" or "threatened release" of any "hazardous substance" from any "facility" or "vessel" located on or used in connection with the Property or adjacent tracts in violation of applicable laws; or
(b) taken any action in "response" to a "release" in connection with the Property or adjacent tracts; or
(c) otherwise engaged in any activity or omitted to take any action which could subject Seller or Buyer to claims for intentional or negligent torts, strict or absolute liability, either pursuant to statute or common law, in connection with hazardous substances located in or on the Property or adjacent tracts, including the generating, transporting, treating, storage, or manufacture of any "hazardous substance" in violation of applicable law. The terms set within quotation marks in this Subsection 11.A(1) shall have the meaning given to them in the Comprehensive Environmental Response and Liability Act, 42 U.S.C. Sec. 9601, *et seq.*, as amended ("CERCLA"), and any state environmental laws.

(2) Seller has the present full authority and power to execute this Agreement and, on or prior to the Date of Closing, Seller shall have the full authority and power to close the sale of the Property.

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(3) As of the Date of Closing there will be no outstanding or unpaid claims, actions, or causes of action related to any transaction or obligation entered into or incurred by Seller with respect to the Property prior to the date of this Agreement.

(4) Seller is not a foreign person as defined in §1445(f)(3) of the Internal Revenue Code or regulations issued thereunder.

(5) To Seller's actual knowledge, there is no action, litigation, investigation, condemnation, or other proceedings of any kind pending or threatened against Seller with respect to the Property.

B. *Protected Historical Sites.* Seller shall provide Buyer with any documentation regarding the existence of any historical, native American, or archeological materials on or in the Property that might be protected by law. If Seller is not aware of any such materials on or in the Property then the following Seller's representation, warranty, and covenant shall apply, and shall survive the Closing: Seller represents that Seller does not know if there are historical, native American, or archeological materials on or in the Property that might be protected by law.

C. *Buyer's Remedies.* All of Seller's representations, warranties, and covenants in this Agreement shall be true as of the date of this Agreement and of the Date of Closing, and shall be a condition precedent to the performance of Buyer's obligations under this Agreement. If Buyer discovers that any such representation, warranty, or covenant is not true, Buyer may elect prior to Closing, in addition to any of Buyer's other rights and remedies, to cancel this Agreement and the Deposit shall be returned to Buyer, or Buyer may postpone the Date of Closing up to ninety (90) days to allow time for correction by Seller. If Buyer elects to proceed with the Closing following such discovery, Buyer shall be deemed to have waived its rights to assert a claim against Seller arising from the inaccuracy or untruthfulness of any such representation, warranty, or covenant.

D. *Survival of Representations and Warranties.* Except as otherwise provided under Section 15, the representations and warranties of Seller set forth in this Agreement shall be deemed remade as of Closing, and said representations and warranties as so remade shall survive Closing for a period of one (1) year after the Closing Date, after which all of the representations and warranties of Seller shall become void and of no further force or effect.

16. **Buyer's Contingencies**. Buyer's obligations under this Agreement, including Buyer's obligation to Close, are expressly contingent upon each of the following (the "Buyer's Contingencies"):

A. *Access.* Seller shall allow Buyer and Buyer's agents access to the Property without charge and at all reasonable times for the purpose of investigation and testing. For a period of ninety (90) days from the date of this Agreement (the "Due Diligence Period"), Buyer and its duly authorized agents will have the right to enter in and upon the Property to complete its due diligence, including without limitations, completing investigation and testing. If such testing reveals any condition or circumstances which Buyer finds objectionable for any reason, in Buyer's sole and absolute discretion, Buyer shall have the right and option to terminate this Agreement by written

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notice delivered to Seller on or before the end of the Due Diligence Period as set forth herein. Subject to the monetary liability limits contained in Minn. Stat. 466.04, Buyer shall pay all costs and expenses of such investigation and testing and shall indemnify, defend and hold Seller and the Property harmless from all costs and liabilities relating to Buyer's activities; provided that Buyer shall not be responsible for existing conditions on the Property nor the cost of investigations or studies completed by Seller before the date of this Agreement. Buyer shall further repair any damage to the Property caused by or occurring as a result of Buyer's investigation and testing. The foregoing covenants shall survive the termination or cancellation of this Agreement.

B. *Title*. Title shall have been found acceptable by Buyer in its sole discretion, or been made acceptable, in accordance with the requirements and terms of Section 11 above.

C. *Representations and Warranties*. The representations of Seller contained in this Agreement will be true now and on the Date of Closing as if made on the Date of Closing.

D. *Investigations or Testing*. Buyer determining on or before the Date of Closing, that it is satisfied, in its sole discretion, with the results of matters disclosed by any environmental/engineering investigation or testing of the Property performed by Buyer or Buyer agent.

E. *Records and Related Information*. Buyer determining on or before the Closing Date, that it is satisfied, in its sole discretion, with its examination and analysis of all documents relating to the Property, including, without limitation, the documents identified as (1) – (10) below (collectively, the "Documents"). Within twenty (20) days of the date of this Agreement, Seller shall deliver to Buyer all Documents for Buyer's review:

(1) To the extent they exist and are in Seller's possession, copies of all architectural, engineering and construction plans, blueprints, specifications and the like for the building and of all site plans, topographical drawings, utility plans, surveys and the like related to the Property.

(2) Copies of all supplier or vendor contracts relating to the Property and not cancelable on sale or upon thirty (30) days' notice.

(3) Copies of any warranties in connection with the Property which shall be assigned to Buyer at Closing to the extent assignable.

(4) Copies of the most recent property tax statements and information concerning property taxes and property tax appeals, if any.

(5) Certified current rent roll.

(6) Copy of any existing surveys of the Property.

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(7) Copies of existing environmental reports and copies of all reports, assessments and information filed by Seller or Seller's predecessor in interest with the MPCA or any other regulatory body.

(8) Copies of all material contracts and related files.

(9) Copy of all soil tests taken on the Property which are available to Seller.

(10) Copy of current lease agreement between Seller and current tenant.

(11) Governing documents and records related to Plymouth CW Condominium Association, Inc. (the "Association").

Buyer agrees to return all of said copies, records and information to Seller in the event that the Closing contemplated by this Agreement does not occur or if this Agreement is terminated for any reason.

F. *Lease*. At or prior Closing, Seller and Buyer shall enter into the Lease.

G. *Estoppel Certificate*. An Estoppel Certificate has been provided in a form acceptable to Seller and Buyer for any leases currently in effect against the Property.

H. *Amendment to Declaration*. Seller has amended the Declarations recorded against the Property as Doc. No. 2578638 to delete the prohibition against subleasing of units;

If Buyer's Contingencies have not been satisfied on or before the Date of Closing, then Buyer may, at Buyer's option, terminate this Agreement by giving notice to the Sellers on or before the Date of Closing and the Deposit will be returned to Buyer. The contingencies set forth in this Section 16 are for the sole and exclusive benefit of Buyer, and Buyer shall have the right to waive the contingencies by giving notice to the Seller.

17. **Closing**. The closing (the "Closing") shall be at a location designated by Buyer, or, if agreed upon by the parties, the Closing shall take place via an escrow closing by delivery of the documents and funds to the office of Title Company. The Closing shall occur on a date mutually agreed upon by the parties, but not later than ten (10) days after the expiration of the Due Diligence Period (the "Date of Closing").

18. **Seller's Closing Documents**. Prior to the Closing, Seller shall prepare, execute, and deliver to the Closer the following (collectively, the "Seller's Closing Documents"):

A. *Warranty Deed*. A Warranty Deed in recordable form and reasonably satisfactory to Buyer, which shall include the following well representation: "Seller certifies that the Seller does not know of any wells on the described Property."

B. *Seller's Affidavit*. A standard form affidavit by Seller indicating that on the Date of Closing there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against or

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involving Seller or the Property; that there has been no skill, labor, or material furnished to the Property for which payment has not been made or for which mechanic's liens could be filed; and that there are no other unrecorded interests in the Property.

C. *Non-Foreign Person Certification.* A certification in form and content satisfactory to the parties hereto and their counsel, properly executed by Seller, containing such information as shall be required by the Internal Revenue Code, and the regulations issued thereunder, in order to establish that Sellers are not a "foreign person" as defined in §1445(f)(3) of such Code and such regulations.

D. *Storage Tanks.* If required, an affidavit with respect to storage tanks pursuant to Minnesota Statutes § 116.48.

E. *Well Certificate.* If there is a well located on the Property, a well disclosure certificate in form and substance true to form for recording.

F. *Certification.* A certification that the representations and/or warranties and/or covenants made by Seller are materially the same as were in existence on the date of this Agreement or noting any changes to such representations and/or warranties and/or covenants;

G. *Closing Statement.* A closing statement issued by the Title Company describing all prorations and other applicable credits as of the Date of Closing (the "Closing Statement"), executed by Seller;

H. *Assignment of Contracts.* An Assignment and Assumption of Seller's interest in the Contracts that Buyer has agreed to assume, duly executed by Seller

I. *Lease.* Seller's signature to the Lease.

J. *Relocation Waiver.* A fully executed copy of the Relocation Waiver.

K. *Estoppel Certificate.* The Estoppel Certificate as required under Section 16 of this Agreement;

L. *Amendment to Declaration.* The Amendment to Declaration required under Section 16 of this Agreement; and

M. *Other Documents.* All other documents reasonably determined by either party or the title insurance company to be necessary to transfer and provide title insurance for the Property.

19. **Buyer's Closing Documents**. At the Closing, Buyer shall execute and/or deliver to Seller the following:

A. *Purchase Price.* Payment for the Purchase Price;

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B. *Assignment of Contracts.* An Assignment and Assumption of Seller's obligations under those contracts that Buyer has agreed to assume, duly executed by Buyer;

C. *Lease*. Buyer's signature to the Lease; and

D. *Other Documents*. All other documents reasonably determined by either party or the title insurance company to be necessary to transfer and provide title insurance for the Property.

20. **Closing Costs**. The costs relating to the Closing of this transaction shall be paid as follows:

A. Buyer shall pay:

(1) Recording fee for the Warranty Deed;

(2) One-half of the Closing fees charged by the Title Company;

(3) Taxes and assessments as set forth in Section 6;

(4) All costs of obtaining a title insurance commitment; and

(5) All costs of the premium for owner's title insurance.

B. Seller shall pay:

(1) All costs of obtaining the title commitment;

(2) State deed tax;

(3) Taxes and assessments as set forth in Section 6;

(4) One-half of the Closing fees charged by the Title Company;

(5) All costs related to preparation of the Seller's Closing Documents; and

(6) Conservation fee attributable to the Warranty Deed.

21. **Risk of Loss.** If there is any loss or damage to the Property between the date of this Agreement and the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. Seller must promptly notify Buyer of any loss or damage to the Property. If the Property is destroyed or substantially damaged before the closing date, Buyer, at its option, may cancel this Agreement by written notice to Seller and the Deposit will be returned to Buyer. If Buyer cancels this Agreement, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation. If the Property is damaged or destroyed before the closing date and Buyer does not cancel this Agreement and

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proceeds to Closing, the Lease provided in Section 8 of this Agreement shall not be required at Closing.

22. **"AS IS" Purchase**. Except as expressly set forth in this Agreement, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, zoning, tax consequences, latent or patent physical or environmental conditions, utilities, access, operating history or projections, valuation, governmental approvals, the compliance of the property with governmental laws, the truth, accuracy or completeness of any Property data or other information pertaining to the Property delivered to Buyer by Seller, or any other matter or thing regarding the Property. Buyer acknowledges and agrees that upon the closing of the transaction contemplated by this Agreement, subject to Seller' s express representations and warranties set forth in this Agreement Seller shall sell and Buyer shall accept the property "as is, where is, with all faults."

23. **Remedies.**

A. If Buyer defaults in its obligation to proceed to the Closing in accordance with the terms of this Agreement and fails to cure such default within ten (10) days after being notified in writing thereof, Seller shall be entitled, as its sole and exclusive remedy, to terminate this Agreement and to retain the Deposit. Seller shall not have the right to recover any other damages of any kind from Buyer or to obtain other equitable adjustment to the terms of the sale of the Property.

B. If Seller defaults on any of its material obligations under this Agreement and fails to cure such default within ten (10) days after receiving written notice thereof, Buyer at its option may (a) terminate this Agreement and the Deposit will be returned to Buyer, or (b) bring an action for specific performance provided that any action for such specific performance is commenced within six (6) months after such right arises. Buyer may also bring a claim for actual damages for its actual out-of-pocket expenses related to this Agreement, as a result of Seller's default.

24. **Notices**. Any notices required or permitted to be given hereunder shall be in writing and shall be effective: (i) when delivered personally, (ii) when received by overnight courier service or electronic (e-mail) communications (provided that a copy of such notice is deposited in the United States mail within one (1) business day of the email transmission), or (iii) three (3) days after being deposited in the United States Mail (sent certified or registered, return receipt requested), in each case addressed as follows (or to such other address as the parties hereto may designate in the manner set forth herein):

If to Buyer: City of Plymouth
Attn: City Manager
3400 Plymouth Boulevard
Email: dcallister@plymouthmn.gov

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with a copy to: Campbell Knutson, P.A.
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
Attn: Soren Mattick
Email: smattick@ck-law.com

If to Seller: B & A Holdings Limited Liability Company
13500 26th Avenue N., Unit 1
Plymouth, MN 55441
Attn: Vadim Nevelskiy and Brandon Nevelskiy
Email: ~~vadimn@comcast.net;~~ brandon@braitcapital.com
VN Vadim.n@comcast.net

25. **Governing Law; Venue**. This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Minnesota. All litigation regarding, arising from, or related to this Agreement will be venued in the State District Court located in Hennepin County, Minnesota.

26. **Time of Essence**. Time is of the essence for all provisions of this Agreement.

27. **Broker's Commission**. Seller and Buyer represent to each other that they have dealt with no brokers, finders or the like in connection with this transaction, and agree to indemnify each other and to hold each other harmless against all other claims, damages, costs or expenses of or for any fees or commissions resulting from their separate actions or agreements regarding the execution or performance of this Agreement, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorneys' fees.

28. **Severability**. If any provision of this Agreement is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

29. **Entire Agreement; Modification**. This Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.

30. **No Assignment**. Neither Seller nor Buyer shall assign this Agreement or its rights hereunder without the express written consent of the other, which may be withheld by the other in its sole discretion.

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31. **Counterparts**. This Agreement may be executed in one or more counterparts each of which when so executed and delivered shall be an original, but together shall constitute one and the same instrument.

32. **Incorporation of Exhibits**. The Exhibits attached to this Agreement are true and correct, and are incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be duly executed as of the date first written above.

B & A HOLDINGS LIMITED LIABILITY COMPANY

Signed by:
By: Vadim Nevelskiy 7/23/2026
E3B235842FB1417...
Vadim Nevelskiy Its Owner

CITY OF PLYMOUTH

By: _____
Jeffry Wosje, Mayor

And: _____
Dave Callister, City Manager

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EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Units Nos. 1 and 2, CIC No. 710, Plymouth C.W. Condominium, located in the County of Hennepin.

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EXHIBIT B
AGREEMENT REGARDING RELEASE, PAYMENT AND ASSIGNMENT OF RELOCATION BENEFITS

THIS AGREEMENT REGARDING RELEASE, PAYMENT AND ASSIGNMENT OF RELOCATION BENEFITS (this "Agreement") is made as of the ___day of _____, 2026, by and between **THE CITY OF PLYMOUTH, MINNESOTA**, a Minnesota municipal corporation, 3400 Plymouth Boulevard, Plymouth, Minnesota, 55447 ("Buyer"), and **B & A HOLDINGS LIMITED LIABILITY COMPANY**, a Minnesota limited liability company ("Seller").

RECITALS

WHEREAS, Seller and Buyer entered into a purchase agreement (the "Purchase Agreement") dated as of _____, 2026, related to property located at 13500 26th Avenue N, Plymouth, Minnesota and the Amended and Restated Lease Agreement ("Amended Lease") attached as an exhibit to the Purchase Agreement.

WHEREAS, Seller has been advised of Seller's rights and payments that Seller may be eligible to receive pursuant to the Uniform Relocation Assistance Act (the "Act"), including payments for Minimum Compensation under Minn. Stat. § 117.87 for the Property as legally described in the Purchase Agreement.

WHEREAS, Seller acknowledges that Seller is entitled to seek the advice of legal counsel and be specifically advised as to relocation, moving, reestablishment, and other costs that may be available to the Seller under the Act.

WHEREAS, Seller and Buyer desire to enter into this Agreement to confirm their understanding of the Seller's release, sale and assignment of any claim for any relocation benefits and/or other relocation costs due or payable to Seller, whether pursuant to the Act or otherwise.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Effective as of the date hereof, Seller hereby acknowledges that the sale of the Property is a voluntary sale and not under threat of condemnation and the payment of the Purchase Price does not include payment for Relocation Benefits and Minimum Compensation Benefits and hereby release Purchaser from any liability for payment of additional relocation payments pursuant to the Act (or other federal or state law provisions) with respect to the Property.

2. Effective as of the date hereof, Seller hereby sells, transfers and assigns to Buyer any benefits, payments, claims, or other rights due or payable to Seller pursuant to the Act (or other federal or state law provisions) with respect to the Property legally described in the Purchase Agreement and as tenants under the Lease.

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3. Seller acknowledges that Seller has freely released such rights of Seller's own volition.

4. Seller acknowledges that Seller has released such rights with knowledge of the specific relocation benefits to which Seller may be entitled.

5. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

6. This Agreement shall be null and void if the Purchase Agreement shall terminate or if Closing under the Purchase Agreement shall fail to occur for any reason.

IN WITNESS WHEREOF, this Release, Payment and Assignment of Relocation Benefits Agreement has been executed by the parties hereto as of the day and year first above written.

B & A HOLDINGS LIMITED LIABILITY COMPANY

By:_____
_____ Its _____

THE CITY OF PLYMOUTH

By:_____
Jeffry Wosje, Mayor

And:_____
Dave Callister, City Manager

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EXHIBIT C
LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") made and entered into this _____ day of _____, 2026, by and between **THE CITY OF PLYMOUTH, MINNESOTA**, a Minnesota municipal corporation, 3400 Plymouth Boulevard, Plymouth, Minnesota, 55447 ("City" or "Lessor"), and **B & A HOLDINGS LIMITED LIABILITY COMPANY**, a Minnesota limited liability company ("Lessee").

WHEREAS, the City and Lessee, entered into a Purchase Agreement dated _____, 2026 ("Purchase Agreement") for the sale of certain improved real property located at 13500 26th Avenue N, Plymouth, Minnesota 55441, and legally described on the attached **Exhibit A**, by Lessee to the City ("Property"); and

WHEREAS, under the Purchase Agreement, the City has agreed to lease a portion of the Property, legally described on the attached **Exhibit B** to the Lessee;

WHEREAS, the Property consists of a commercial building that includes the Premises that is currently occupied by a daycare and one unit that is currently vacant, PID: 22-118-22-34-0022 ("Unit 2"); and

WHEREAS, under the terms of the Purchase Agreement, the City agreed to lease to Lessee the Premises from the date of closing on the Purchase Agreement pursuant to the terms of this Lease;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, it is hereby mutually agreed by the parties as follows:

1. **LEASED PREMISES.** The property to be leased under this Lease is the Premises.

2. **OCCUPANCY AND USE OF PROPERTY.** Lessee shall have the right to continue to use the Premises during the term of this Lease together with the Common Areas of the Property.

3. **TERM.** The initial term of this Lease shall be 2 years commencing on _____, 2026 ("Initial Term"). Following the Initial Term, Lessee has the option to renew the lease for an additional six months ("Renewal Term") (collectively, Term and Renewal Term shall be referred to as the "Term"). Lessee shall notify Lessor at least 10 days in advance of the end of the Initial Term that Lessee intends to renew the Lease for the Renewal Term.

4. **PAYMENT OF RENT.** For the Initial Term, no Rent shall be required by Lessee. For the Renewal Term, Lessee shall pay the Lessor as "Rent" for the Premises a monthly amount equal to $14,852.00. During the Renewal Term, Rent shall be due and payable beginning on the 1st day each month thereafter until the end of the Term. The Rent shall be payable to the Lessor at 3400 Plymouth Boulevard, Plymouth, Minnesota, 55447. In the event the Lessee fails to pay the Rent due by the 10th day of any month during the Term of this Lease, the Lessee shall pay a late fee of $25.00 which shall be due and payable immediately. Rent shall be pro-rated for any partial month.

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5. **SUBJECT TO DECLARATION.** This Lease shall be subordinate and subject to the provisions of the Declaration, and the rules and regulations of the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B (the "MCIOA"). Any failure of Lessee to comply with the terms of the Declaration shall constitute a default under the Lease enforceable by the Lessor.

6. **PREMISES USE RESTRICTION.** The Premises will be solely used for daycare facilities and uses related thereto.

7. **MAINTENANCE OF PREMISES.** Lessee shall be responsible for all costs associated with operating and maintaining the Premises, including but not limited to, operating expenses, maintenance expenses, insurance of Lessee, utilities, and capital repairs and replacements, if any. Lessee shall also be responsible for any maintenance associated with common elements of the Premises as defined in the Declaration (the "Common Elements"). The Lessee shall indemnify, defend and hold the Lessor, its Council, agents, contractors, volunteers, employees, attorneys and elected and appointed representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, liens, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and attorneys' fees, that the Lessor incurs or suffers, which arise out of, result from or relate to any acts or omissions involved in the carrying out of the maintenance obligations or rights under this Section 7, including those raised by third parties. The responsibility to indemnify and hold the Lessor harmless does not extend to any negligence, willful or intentional misconduct on the part of the Lessor.

8. **TAXES AND SPECIAL ASSESSMENT.** Lessee shall be liable for and shall pay before delinquency (and, upon demand by Lessor, Lessee shall furnish Lessor with satisfactory evidence of the payment thereof) all taxes and assessments of whatsoever kind or nature, and penalties and interest thereof, if any, levied against the Premises and any other personal property installed in and upon the Premises, whether or not affixed to the realty. If, at any time during the Term, any of said property shall be taxed or assessed as part of the Property, then such taxes or assessments shall, for the purposes of this Lease, be deemed to be personal property taxes or assessments. For the purpose of determining the amount of such taxes or assessments which are deemed to be personal property taxes or assessments, figures supplied by the County Assessor or other taxing authority as to the amount thereof shall be conclusive.

9. **ASSOCIATION ASSESSMENTS.** Lessee shall be responsible for payment of any special or annual assessments assessed on the Premises pursuant to the Declaration.

10. **ACCEPTANCE OF PROPERTY.** Lessee acknowledges that Lessee is familiar with the Premises and accepts the Premises and buildings located thereon "as is" during the Term of this Lease. Lessee further acknowledges that no representations as to the repair of the Premises or buildings or promises to alter, remodel, or improve the Premises or the buildings have been made by the Lessor, except as expressly provided under this Lease.

11. **UTILITIES.** So long as this Lease is in full force and effect, Lessee shall be responsible for arranging for and paying for all utility services required for the use of the Premises including,

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but not limited to all gas, water, sewer, and electric as hereinafter set forth. The Lessee does not warrant or guarantee that any of the services referred to above or any other services upon or to the will be free from interruption. Lessee acknowledges that any one or more of such services may be suspended if there is a strike, an accident, or if repairs or improvements must be made for reasons beyond Lessor's control. Any such interruption or discontinuance of services shall never be deemed an eviction or disturbance of Lessee's use and possession of the Premises, or any part thereof, or render the Lessor liable to the Lessee for damages by abatement of rent or otherwise, or relieve Lessee from performance of Lessee's obligations under this Lease.

12. LESSEE'S PROMISES:

A. Lessee shall abide by and conform to all statutes, ordinances, rules, and regulations of duly constituted public authorities relating to the use and occupancy of the Premises. Lessee shall also abide by and conform to all requirements and obligations provided for in the Declaration, and all rules and requirements of the MCIOA.

B. Lessee shall not use the Premises in any way that would cause a cancellation, restriction, or increase in premium of the Lessor's insurance on the Premises, provided, the Lessor acknowledges that the existing use will not cause a cancellation, restriction, or increase in premium of the Lessor's insurance on the Premises.

C. Lessee shall at all times keep and maintain the Premises in a neat, clean, and sanitary condition, reasonably free from waste or debris, and shall remove, at Lessee's expense, all ashes, garbage, and refuse of any kind and shall neither permit nor commit any waste or nuisance thereon. Lessee shall recycle or dispose of trash in the outside containers provided for those purposes.

D. Lessee shall maintain the Premises in good condition including mowing and snowplowing, reasonable wear and tear excepted, provided, Lessee shall not be required to construct or repair any portion of the Premises that might be considered a "capital improvement" during the Term of the Lease. However, any capital improvements necessary for Lessee's use of the Premises shall be the responsibility of Lessee. Lessor shall not be responsible for any capital improvements during the Term of the Lease. Lessee shall also be responsible for complying with all unit maintenance requirements and obligations provided for in Article 13.00 of the Declaration.

E. Lessee covenants and agrees that Lessee, Lessee's agents, contractors, licensees and invitees shall not handle, use, manufacture, store, or dispose of any flammables, explosives, radioactive materials, hazardous wastes, or materials (as may be defined by Federal or State Law), toxic wastes or materials, petroleum products, or other similar substances or derivatives thereof (collectively "Hazardous Materials"), on under, or about the Premises, without the Lessor's prior written consent (which consent may be withheld or denied for any or no reason), except as

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used, handled, stored, or disposed of in the ordinary course of business and as otherwise used, handled, stored or disposed of by the Seller and Lessee prior to the commencement date of this Lease, it being agreed that Lessee may continue to use, handle and store and dispose of Hazardous Materials in, on, under and about the Premises in the same manner as prior to the commencement of this Lease, so long as the same is done so in accordance with applicable industry standards.

13. PERSONAL PROPERTY. All personal property belonging to Lessee on the Premises shall be at the risk of Lessee and the Lessee shall carry insurance on the Lessee's personal property and the Lessor shall not be liable for any damage thereto and Lessee waives all claims against the Lessor for damages to persons or property sustained by Lessee or Lessee's occupants or invitees, except those claims caused by the gross negligence or intentional malicious act or omission of the Lessor or its agents. The Lessee shall procure and maintain general liability insurance against all claims for injuries and damages occurring on the Premises.

14. THE LESSOR'S RIGHT TO ENTER. The Lessor may enter the Premises for a reasonable business purpose, provided, such entry shall not unreasonably interfere with the day-to-day business operations in the Premises, and Lessor shall indemnity Lessee for any gross negligence or willful misconduct of Lessor or any of its agents, representative, or contractors during such entry, subject to the statutory limits of liability provided under Minn. Stat. § 466. Prior to entering the Premises, the Lessor must first make a good faith effort to give reasonable notice to the Lessee of the intent to enter. The Lessor may enter the Premises in an emergency. The Lessor must disclose the date, time, and purpose of the emergency entry in writing. The writing must be left in a conspicuous place on the Premises.

15. NOTICE OF DANGEROUS CONDITIONS. Lessee shall promptly notify the Lessor of any conditions that might cause damage to the Premises. The notice may be oral or in writing.

16. ASSIGNMENT AND SUBLETTING. Lessee shall have the right to sublease the Premises solely to Fairy Tale Academy ("Sublessee"), which is currently occupying the Premises.

17. TERMINATION; NOTICE TO TERMINATE LEASE.

A. Lessee may terminate this Lease by giving sixty (60) days' written notice to the Lessor.

B. Upon termination, Lessee shall remove all personal property and equipment from the Premises and return all keys to all buildings located on the Premises to the Lessor. Upon termination, Lessee may remove any fixtures or appliances from the Premises with permission of the Lessor. Any possessions or property remaining on the Premises upon termination of the Lease may be considered by the Lessor to have been abandoned. The Lessor may dispose of the possessions and personal property in the manner that the Lessor deems appropriate. The Lessor shall not be liable to Lessee, Lessee's representatives, heirs, or assigns for disposing of the possessions or property.

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C. If during the Initial Term, but not the Renewal Term, the Lease is terminated by Lessor or terminated pursuant to Section 18 of the Lease, Lessor shall reimburse Lessee $14,000 per month for any remaining portion of the Initial Term, prorated for any partial month. This provision shall not apply in the event of Lessor termination of the Lease due to a default or breach of the Lease by Lessee.

18. PREMISES DESTROYED, UNINHABITABLE OR UNFIT FOR OCCUPANCY. If the Premises is destroyed or becomes totally uninhabitable or completely unfit (in the reasonable opinion of both Lessee and Lessor or based upon the opinion of a reasonable person standard) for occupancy for whatever reason, either the Lessor or Lessee may terminate this Lease, provided, Lessor shall not have the right to terminate this Lease unilaterally. If the Lessee refuses to terminate the Lease, Lessor shall not be responsible for any repairs or reconstruction of the Premises or building located on the Premises. To terminate the Lease, the Lessor or Lessee shall give prompt written notice to the other and the parties shall work together to mutually agree on a reasonable termination date. Utilities shall be prorated as of the date the Premises became unfit for occupancy. The Lessor shall be entitled to receive the proceeds of any ("all risk") insurance (if any) that the Lessor has on the building located on the Premises.

19. EMINENT DOMAIN. Lessor shall not seek title or possession of the Premises, or any portion thereof, by eminent domain during the term of this Agreement. If the whole or any part of the Premises shall be taken for public or quasi-public use by a governmental authority under the power of eminent domain or shall be conveyed to a governmental authority in lieu of such taking, and if such taking or conveyance shall cause the remaining part of the Premises to be untenantable and inadequate for use by Lessee for the purpose for which they were leased, then Lessee may, at its option, terminate this Lease as of the date Lessee is required to surrender possession of the Premises. All compensation awarded for such taking or conveyance shall be the property of Lessor without any deduction therefrom for any present or future estate of Lessee, and Lessee hereby assigns to Lessor all its rights, title and interest in and to any such award. However, Lessee shall have the right to recover from the government authority, but not from Lessor, such compensation as may be awarded to Lessee on account of the interruption of Lessee's business, moving and relocation expenses and depreciation to and removal of Lessee's trade fixtures and personal property.

20. BREACH OF LEASE [RE-ENTRY CLAUSE]. If Lessee materially breaches this Lease, the Lessor may demand in writing that Lessee cure within ninety (90) days such breach, or otherwise give up possession of the Premises to the Lessor at a certain date in the future of not less than 90 days. If Lessee does not give up possession on that date, the Lessor may bring an eviction (unlawful detainer) action.

21. WAIVER OF SUBROGATION. Lessor and Lessee hereby release each other and each other's employees, agents, customers, and invitees from any and all liability for any loss, damage or injury to property occurring in, on, or about or to the Premises, improvements to the Premises or personal property within the Premises, by reason of fire or other casualty which are covered by applicable standard fire and extended coverage insurance policies. Because the provisions of this subsection will preclude the assignment of any claim mentioned herein by way of subrogation or otherwise to an insurance company or any other person, each party to this Agreement shall give to

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each insurance company which has issued to it one or more policies of fire and extended coverage insurance notice of the terms of the mutual releases contained in this subsection, and have such insurance policies properly endorsed, if necessary, to prevent the invalidation of insurance coverages by reason of the mutual releases contained in this subsection.

22. NOTICES. Any notice or document required or permitted to be delivered under the terms of this Lease shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered mail, addressed to the parties hereto at the addresses set forth above, or at such other address as they have previously designated in written notice delivered in accordance with this Section.

23. AMENDMENTS. The Lessor and Lessee may only amend the terms of this Lease in writing signed by both parties.

24. INSURANCE AND SECURITY.

A. Lessee will keep in force at its own expense for so long as this Lease remains in effect public liability insurance with respect to the Premises in which Lessor shall be named as an additional insured, in companies and in form acceptable to Lessor with a minimum combined limit of liability of Two Million Dollars ($2,000,000.00). This limit shall apply per location. Said insurance shall also provide for contractual liability coverage by endorsement. Lessee shall further provide for business interruption insurance to cover a period of not less than six (6) months. Lessee will further deposit with Lessor the policy or policies of such insurance or certificates thereof, or other acceptable evidence that such insurance is in effect, which evidence shall provide that Lessor shall be notified in writing thirty (30) days prior to cancellation, material change, or failure to renew the insurance.

B. Lessee shall be responsible for the security and safeguarding of the Premises and all property kept, stored or maintained in the Premises. Lessee shall maintain in force throughout the Term, insurance upon all contents of the Premises, including that owned by others and Lessee's equipment and any alterations, additions, fixtures, or improvements in the Premises.

C. Lessor shall carry and cause to be in full force and effect a fire and extended coverage insurance policy on the Premises, but not Lessee's trade fixtures, furnishings, operating equipment, wall, floor and window coverings, nor any other contents owned, leased or otherwise in possession of Lessee.

25. INDEMNIFICATION. Lessee shall indemnify and save harmless the Lessor against all liabilities, damages, claims, fines, penalties, costs, and other expenses, including all attorneys' fees, which may be imposed upon, incurred by, or asserted against the Lessor by reason of the following, except for any of the following that result from the grossly negligent or intentionally malicious act or omission of the Lessor or its agents: (a) any use or condition of the Property or Premises or any part thereof; (b) any personal injury or property damage occurring on the Property or Premises; (c) any negligence on the part of Lessee, Lessee's agents, contractors, licensees, or invitees; (d) any failure by Lessee, any agent or invitee of Lessee to comply with any requirement of any governmental authority; (e) any prosecution or defense of any suit or other proceeding in

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discharging the Property or Premises or any part thereof from any liens, judgments, or encumbrances created upon or against the same by Lessee, any agent or invitee of Lessee or against Lessee's interest in the Premises; (f) any proceedings in obtaining possession of the Premises after the termination of this Lease by forfeiture or otherwise; (g) any litigation commenced by or against Lessee to which the Lessor is made a party without any fault on the part of the Lessor; (h) any response costs, other damages and expenses (including attorneys' fees) which may be imposed upon, incurred by, or asserted against the Lessor by reason of the use, release, threatened release, or disposal of Hazardous Wastes at the Premises by Lessee or any agent or invitee of Lessee; and (i) any failure on the part of Lessee to perform or comply with any covenant or agreement required to be performed or complied with by Lessee hereunder.

26. ALTERATIONS AND IMPROVEMENTS. Lessee shall make no alterations to the buildings or improvements on the Property or Premises or construct any building or make any other improvements on the Property or Premises without the prior written consent of the Lessor.

27. QUIET ENJOYMENT. The Lessor covenants that upon Lessee paying the rent reserved herein, and performing all conditions and covenants set forth in this Lease, Lessee shall and may peaceably have, hold, and enjoy the Premises for the Initial Term and any Renewal Term of this Lease. Lessee covenants that upon expiration of this Lease, it shall give the Lessor peaceable possession of the Premises, together with the Improvements constructed thereon pursuant to this Lease.

28. DEFAULT. This Lease may be terminated by either Party upon a default of any covenant or term hereof by the other Party, which default is not cured within thirty (30) days of receipt of written Notice of default to the other Party, unless such default may not reasonably be cured within a 30-day period, in which case, this Lease may not be terminated if the defaulting Party commences action to cure the default within such 30-day period, proceeds diligently to fully cure the default and thereafter cures the default. If Lessee fails to cure a default, then it shall be optional for Lessor, without further notice or demand, to cure such default (if applicable) or to declare this Lease forfeited and the Term hereof ended and Lessor shall be entitled to enforce the provisions of this Lease, regain possession of the Premises. Each right or remedy of Lessor provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease now or hereafter existing at law or in equity or by statute or otherwise.

29. HOLDING OVER. Lessee will, at the expiration of this Lease, whether by lapse of time or termination, give up immediate possession to Lessor. If Lessee fails to give up possession the Lessor may serve written notice upon Lessee that such holdover constitutes a creation of a tenancy at sufferance. If Lessor does not give said notice, Lessee's holdover shall create a tenancy at sufferance. In any such event the tenancy shall be upon the terms and conditions of this Lease, except that the Rent shall be Twenty-Two Thousand Dollars ($22,000) per month (in the case of tenancy at sufferance such Rent shall be prorated on the basis of a 365 day year for each day Lessee remains in possession); excepting further that in the case of a tenancy at sufferance, no notices shall be required prior to commencement of any legal action to gain repossession of the Premises. In the case of a tenancy at sufferance, Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of reentry as otherwise available to Lessor; nor shall

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receipt of any rent or any other act in apparent affirmance of the tenancy operate as a waiver of the right to terminate this Lease for a breach by Lessee hereof.

30. ATTORNEYS' FEES. In the event either Lessor or Lessee institutes any action or proceeding against the other arising out of or relating to this Lease, including without limitation the enforcement of any covenant, term, condition, or obligation under this Lease, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and other expenses incurred in connection with such action or proceeding, whether incurred before trial, at trial, on appeal, in bankruptcy proceedings, or in connection with the enforcement of any judgment. For purposes of this Section, "prevailing party" means the party that substantially obtains the relief sought, whether by judgment, settlement, dismissal, or otherwise.

31. RECORDING OF LEASE. Lessee shall not record this Lease on the Public Records of any public office. In the event that Lessee shall record this Lease, this Lease shall, at the Lessor's option, terminate immediately and the Lessor shall be entitled to all rights and remedies that it has at law or in equity.

32. GOVERNING LAW. This Lease shall be governed, construed, and interpreted by, through and under the Laws of the State of Minnesota.

33. SEVERABILITY. If any provision of this Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease nor the application of the provision to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

34. BINDING EFFECT. The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

35. NON-WAIVER. No indulgence, waiver, election, or non-election by the Lessor under this Lease shall affect Lessee's duties and liabilities hereunder.

[signature pages follow]

B & A HOLDINGS LIMITED LIABILITY COMPANY

By:_____
_____ its _____

Docusign Envelope ID: 2E8D35AF-ED71-8978-820A-D085ABF95EA7

CITY OF PLYMOUTH

By:_____
Jeffry Wosje, Mayor

And:_____
Dave Callister, City Manager

Docusign Envelope ID: 2E8D35AF-ED71-8978-820A-D085ABF95EA7

EXHIBIT A
TO
LEASE AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

The following described land situated in the County of Hennepin and State of Minnesota:

Units Nos. 1 and 2, CIC No. 710, Plymouth C.W. Condominium, located in the County of Hennepin

Docusign Envelope ID: 2E8D35AF-ED71-8978-820A-D085ABF95EA7

EXHIBIT B
TO
LEASE AGREEMENT

LEGAL DESCRIPTION OF PREMISES

The following described land situated in the County of Hennepin and State of Minnesota:

Unit No. 1 CIC No. 710, Plymouth C.W. Condominium, located in the County of Hennepin

Report Type
Restricted Appraisal

Effective Date
July 5, 2026

Client

City of Plymouth
Attn: Grant Fernelius
3400 Plymouth Boulevard
Plymouth, MN 55447

Subject Properties

Fairy Tale Academy
13500-13550 26th Avenue North
Plymouth, MN 55441
Owner: B&A Holdings LLP

File # G2607001 – Fairy Tale Academy

Prepared By:
Ethan Waytas, MAI, Appraiser
William R. Waytas, Appraiser

Nagell Appraisal Incorporated
12805 Highway 55, Suite 300
Plymouth, Minnesota 55441
Tel: 952.544.8966 | Fax: 952.544.8969

NAGELL APPRAISAL INCORPORATED

12805 Highway 55 #300
Plymouth, MN 55441
Established in 1968

Phone **952-544-8966**
Fax **952-544-8969**

City of Plymouth
Attn: Grant Fernelius
3400 Plymouth Boulevard,
Plymouth, MN 55447

Report Date: July 5, 2026

To Grant Fernelius:

Per your request, this is a letter report (restricted appraisal) to indicate a preliminary market value (fee simple) of the identified subject property.

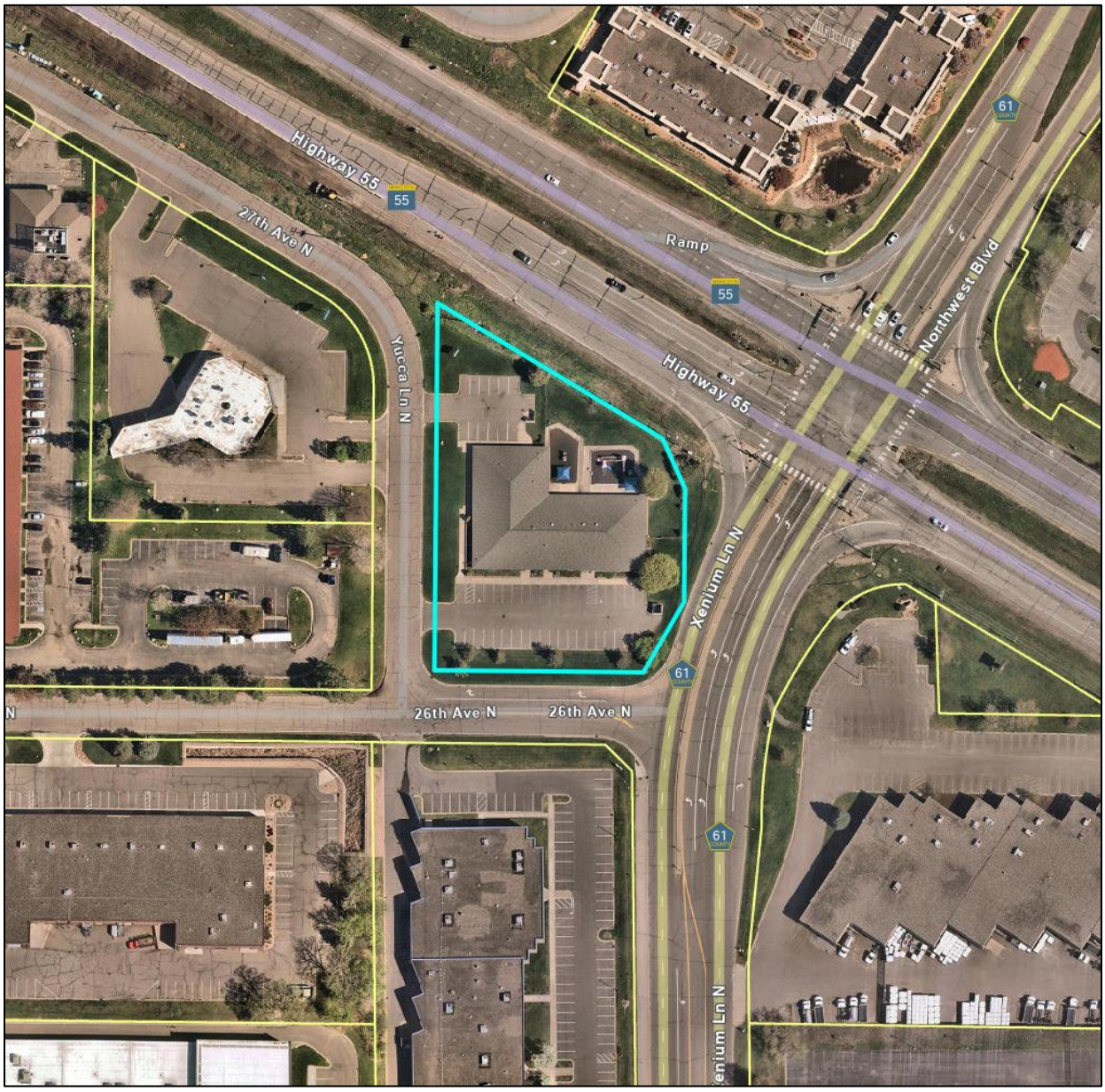
The following information outlines the scope and intent of this document:

Client:	City of Plymouth
Intended User:	City of Plymouth
Note:	Only the client and name intended user can rely upon this report.
Effective Date:	July 5, 2026
Report Type:	Restricted Appraisal (as a restricted appraisal, this report may not contain supporting rationale for all of the opinions and conclusions as stated. This information is retained in the workfile)
Intended Use:	The intended use of this report is to indicate a preliminary market value, fee simple interest.
Value Provided:	Market Value (fee simple, as is), see rear of report for definition
Interest Provided:	Fee Simple, real estate only (no FF&E, business value, etc.)
Subject Property:	13500 – 13550 26th Avenue North, Plymouth, MN 55441 (PIDs 22-118-22-34-0021 & 22-118-22-34-0022)
Scope of Work:	The appraiser (Ethan Waytas, MAI) reviewed sales, rents, listings, and costs in the market. The property was inspected from the public ROW by Ethan Waytas, MAI (MN certified general license number 40368613). The market was analyzed on a preliminary basis to indicate a fee simple market value. In addition, the appraiser has completed a cursory review of the zoning and future land use plan. Other research includes prior discussions with market participants.

Inspection:	An inspection of the property was completed by Ethan Waytas, MAI on July 5, 2026 from the ROW. The appraiser also reviewed county information and information on the internet.
Subject Sales History:	There are no noted sales of the subject in the prior 3 years. The subject last sold on December 17, 2020 for $2,243,000.
Highest and Best Use:	As Vacant: Commercial development. As Improved: The property is currently a two-tenant commercial building. The highest and best use is continued commercial use on an interim basis until redevelopment is feasible.
Exposure Time:	Up to 6 months
Marketing Time:	Up to 6 months
Sales Comparison Approach:	Sales data was analyzed to indicate a preliminary market value.
Income Approach:	Rent, vacancy, and capitalization rate data to indicate a preliminary market value.
Cost Approach:	This approach was not applied given the age of the property and high levels of depreciation.
Existing Use:	The subject is currently a two-occupant commercial building that is structured as two condominiums that operate as one. Per public records, the net rentable area is 13,056 SF and the building was constructed in 1985.
Report Assistance:	Ethan Waytas, MAI wrote the report and analyzed the market data. No one provided assistance, either for report writing, selection of market data, or analysis. William R. Waytas read over the report and concurred with the findings.

Note: Relevant information and analysis is retained in the workfile. This restricted appraisal provides a conclusion of preliminary market value (fee simple interest).

AERIAL IMAGE



The appraised parcel is indicated above. The parcel has a gross site area of 66,004 SF (1.52 acres).

HIGHEST AND BEST USE

As Vacant:

The property is currently zoned C-3, Highway Commercial. The future land use is MXD-R, Mixed Use Residential.

The highest and best use of each parcel is for commercial development.

As Improved:

The property is currently used as a two-occupant commercial building that is used as a daycare (reportedly owner occupied) and commercial space.

The highest and best use of the property is for continued commercial use until redevelopment occurs.

CONCLUSION

The Sales Comparison Approach indicated the following sales:

Address	City	Use	Gross Building Area (SF)	Year Built	Site Size	Sale Date	Sale Price	$/SF
4100 Berkshire Lane N	Plymouth	MT Office	23,769	1988	69,333	5/16/2025	$3,591,264	$151.09
1000 Parkers Lake Road	Minnetonka	ST Office	20,000	1985	99,985	8/5/2024	$4,350,000	$217.50
10750 County Road 15	Plymouth	ST Office	2,560	1977	20,215	6/1/2023	$800,000	$312.50
6249 Hemlock Lane N	Maple Grove	ST Daycare	7,258	1984	67,637	1/14/2026	$2,800,939	$385.91
9100 Olson Memorial Hwy	Golden Valley	ST Office/Commercial	2,280	1965	15,562	1/16/2026	$650,000	$285.09
6155 Duluth Street	Golden Valley	MT Office	7,810	1978	41,330	4/19/2024	$1,575,000	$201.66
15855 61st Avenue North	Plymouth	ST Daycare	6,238	2008	49,824	9/26/2025	$2,800,000	$448.86

The data indicates the following:

Minimum:	$151.09
Maximum:	$448.86
Average:	$286.09
Median:	$285.09

It is the appraiser's understanding that approximately 7,040 SF of the property is vacant and in a shell condition.

If completed, the property would likely have a market value of $265 per SF, or 13,056 SF x $250 = $3,460,000 rounded.

Based on the Income Approach, the likely gross rent is $30.46 per SF. Assuming a period of 6 months to find a tenant and a tenant buildout allowance and broker commission of $30 per SF, the total leasing cost would be $107,219 for lost rent + $211,200 for allowance/commissions = $318,419, which is rounded to $320,000.

The preliminary value in the Sales Comparison Approach for the "as is scenario" is concluded to be $3,460,000 - $320,000 = **$3,140,000**.

Conclusion – Continued

The Income Approach indicates the following inputs to the direct capitalization approach:

Income Statement				
Tenant	**Rentable SF**		**per SF**	**Income/Expenses**
Daycare/Office	**13,056**	**SF**	**$21.00**	$274,176
	13,056	**SF**	**Potential Gross Income**	$274,176
Vacancy	7.0%			($19,192)
Net Rental Income			$19.53	**$254,984**
Recoverable Expenses			$9.69	$126,474
Vacancy & Credit Loss	7.0%			($8,853)
Effective Gross Income				**$372,605**
Recoverable Expenses		**% of NRI**		
RE Taxes	estimated		$4.81	($62,807)
Insurance	estimated		$0.40	($5,222)
Repairs, maintenance & supplies	estimated		$3.00	($39,168)
Management	estimated	5.0%	$0.75	($12,749)
Utilities	estimated		$0.50	($6,528)
Total Recoverable Expenses			**$9.46**	**($126,474)**
Non-Recoverable Expenses		**% of NRI**		
Reserves for Replacement	estimated		$0.30	($3,917)
Total Non-Recoverable Expenses			**$0.30**	**($3,917)**
Total Expenses (% of EGI)		34.99%	**$9.76**	**($130,391)**
Net Operating Income				**$242,214**
Capitalization Rate				7.50%
Total				$3,229,520
Value, rounded				**$3,230,000**
Value per SF (NRA of 13,056 SF)				**$247.40**

The preliminary value in the Income Approach for the "as is scenario" is concluded to be $3,230,000 - $320,000 = **$2,910,000**.

Overall Conclusion:

On a preliminary basis, the following values are indicated:

Sales Comparison Approach: $3,140,000
Income Approach: $ $2,910,000

The property would likely be partially owner occupied. Overall, the appraiser concludes to equal weight to each approach.

Therefore, the concluded preliminary market value is **$3,025,000**.

If you have additional questions, please do not hesitate to contact me.

Sincerely,

Ethan Waytas, MAI
Certified General MN 40368613

William R. Waytas
Certified General MN 4000813

DEFINITIONS

MARKET VALUE - The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

(A) buyer and seller are typically motivated;

(B) both parties are well informed or well advised, and acting in what they consider their own best interests;

(C) a reasonable time is allowed for exposure in the open market;

(D) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

(E) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute

EXTRAORDINARY ASSUMPTIONS & HYPOTHETICAL CONDITIONS

As stated by USPAP;

Extraordinary Assumption: An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions of conclusions.

An exterior only inspection was completed. The preliminary market value assumes the subject interior is in average condition, unless described otherwise in this report. If found otherwise, the value could differ.

Hypothetical Condition: That which is contrary to what exists but is supposed for the purpose of analysis.

None

The above noted assumptions might have affected the assignment results.

ASSUMPTIONS AND LIMITING CONDITIONS

1. The appraisers assume no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor do the appraisers render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership and good management.

2. The furnished legal description is assumed to be correct.

3. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The appraisers have made no survey of the property. It is assumed unless otherwise noted that no survey has been viewed and that all improvements are located within the legally described property.

4. The appraisers are not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made therefore.

5. The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

6. The appraisers assume that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraisers assume no responsibility for such conditions, or for engineering, which might be required to discover such factors.

7. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, radon gas, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

8. Information, estimates, and opinions furnished to the appraisers, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, the appraisers can assume no responsibility for accuracy of such items furnished the appraisers.

9. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the appraisers are affiliated. No part of the contents of this report, or copy thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the appraiser is connected), shall be disseminated to the public through advertising, public relations, news, sales, or any other public means of communications without the prior written consent and approval of the appraisers.

Assumptions & Limiting Conditions – continued

10. The appraisers have no present or contemplated future interest in the property appraised; and neither the employment to make the appraisal, nor the compensation for it, is contingent upon the appraised value of the property. The appraisers have no personal interest or bias with respect to the parties involved.

11. The appraiser has personally inspected the subject site (unless noted otherwise). The comparable sales data has been viewed via aerial maps, photographs and/or online street views along with file pictures, when available. To the best of the appraiser's knowledge and belief, all statements and information in this report are true and correct, and the appraisers have not knowingly withheld any significant information.

12. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is our personal, unbiased professional analyses, opinions, and conclusions. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice. The appraisal is for the sole use of the named client.

13. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

14. This appraisal assignment was not based on a requested minimum valuation or specific valuation or approval of a loan.

15. To the best of our knowledge and belief, the reported analysis, opinions, and conclusions were developed, and this report was prepared in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

16. The appraised value opinion assumes all leases (if any) are current and paid in full as of the effective date of the appraisal.

17. Excel grids and tables may have slight deviations due to rounding, which may have a nominal impact on value.

18. The appraised value opinion assumes all formulas used in the Excel grids throughout the report are accurate.

19. Unless noted, value assumes no apparent adverse site, building or zoning issues or conditions.

20. Site and building sizes are based on public record, data services, client and/or appraiser measurement at the time of appraisal and are considered reliable, but not guaranteed. Actual sizes herein could vary if made by an engineer/surveyor/contractor.

21. Because market and property conditions may change rapidly, the appraised value set forth in this appraisal should not be relied on after thirty days from the date of the report.

22. If any of the above is found to be different, value could change.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1) The statements of fact contained in this report are true and correct.

2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analysis, opinions, and conclusions.

3) I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.

4) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

5) My engagement in this assignment was not contingent upon developing or reporting predetermined results.

6) My compensation for completing this assignment is not contingent upon the development or reporting of predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

7) My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

8) The reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, which includes the Uniform Standards of Appraisal Practice.

9) The property was inspected by Ethan Waytas, MAI from the public ROW. William R. Waytas has not inspected the subject property. Ethan Waytas wrote, analyzed, and selected all the data in the report. William R. Waytas read the report, concurred with the findings, and then co-signed the report.

10) No one provided significant professional assistance to the person signing this report.

11) In accordance with the competency provision USPAP, I have verified that my knowledge, experience and education are sufficient to allow me to competently complete this appraisal. See attached qualifications.

12) As of the date of this report, Ethan Waytas and William R. Waytas have completed the requirements of the continuing education program of the appraisal institute.

13) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representative.

14) We **have not** provided services as an appraiser or non-appraiser, regarding the subject property within the 3-year period immediately preceding acceptance to this assignment.

Ethan Waytas, MAI
Certified General MN 40368613
Date: see report

William R. Waytas
Certified General MN 4000813
Date: see report

QUALIFICATIONS

Appraisal Experience

Presently and since 2006, **Ethan Waytas, MAI** has been employed as an employee of Nagell Appraisal Incorporated, an independent appraisal firm (12 employees) who annually prepare 1,500 +/- appraisal reports of all types. He is currently a full time licensed certified general real estate appraiser, partner, and director of the company's IT department.

Properties appraised:

- ***Commercial*** *- low and high-density multi-family, retail, office, industrial, restaurant, church, strip-mall, fast-food, convenience stores, auto-service and repair, cinema, numerous special use properties, golf courses, and subdivision analysis.*
- ***Residential*** *– single-family residences, hobby farms, lakeshore, condominiums, townhouses, REO and land.*
- ***Eminent Domain*** *– extensive partial and total acquisition appraisal services provided to numerous governmental agencies and private owners.*
- ***Special Assessment*** *– numerous street improvement and utilities projects for both governmental and private owners.*
- ***Clients*** *- served include banks, savings and loan associations, trust companies, corporations, governmental bodies, relocation companies, attorneys, REO companies, accountants and private individuals.*
- ***Area of Service -*** *most appraisal experience is in the greater Twin Cities Metro Area (typically an hour from downtown metro). Numerous assignments throughout Minnesota.*

Testimony

-- Court, commission, mediation testimony, etc. has been given

Professional Membership, Associations & Affiliations

License: Certified General Real Property Appraiser, MN License #40368613
Holds the MAI designation from the Appraisal Institute

Education

-- Graduate of the University of Minnesota: College of Science and Engineering, Twin Cities Campus
Bachelor of Science in Computer Science, with distinction, 3.86 GPA.

-- **General & Professional Practice Courses & Seminars**
-- Basic Appraisal Procedures
-- Basic Appraisal Principles
-- 2012-2013 15-Hour National Uniform Standards of Professional Appraisal Practice
-- General Appraiser Sales Comparison Approach
-- General Appraiser Income Approach – Part 1
-- General Appraiser Income Approach – Part 2
-- Advanced Income Capitalization
-- General Appraiser Report Writing and Case Studies
-- Real Estate Finance, Statistics and Valuation Modeling
-- 2014-2015 7-hour National USPAP Update Course
-- General Appraiser Site Valuation & Cost Approach
-- Advanced Market Analysis and Highest & Best Use
-- Advanced Concepts & Case Studies
-- Quantitative Analysis

Appraisal Experience

Presently and since 1985, **William R. Waytas** has been employed as a full time real estate appraiser. Currently a partner and President of the Nagell Appraisal Incorporated, an independent appraisal firm (12 employees) who annually prepare 1,500 +/- appraisal reports of all types. Mr. Waytas was employed with Iver C. Johnson & Company, Ltd., Phoenix, AZ from 1985 to 1987.

Properties appraised:

- ***Commercial*** *- low and high-density multi-family, retail, office, industrial, restaurant, church, strip-mall, fast-food, convenience stores, auto-service and repair, hotel, hotel water park, bed & breakfast, cinema, marina, numerous special use properties, and subdivision analysis.*
- ***Residential*** *– single-family residences, hobby farms, lakeshore, condominiums, townhouses, REO and land.*
- ***Eminent Domain*** *– extensive partial and total acquisition appraisal services provided to numerous governmental agencies and private owners.*
- ***Special Assessment*** *– numerous street improvement and utilities projects for both governmental and private owners.*
- ***Review*** *– residential, commercial and land development.*
- ***Clients*** *- served include banks, savings and loan associations, trust companies, corporations, governmental bodies, relocation companies, attorneys, REO companies, accountants and private individuals.*
- ***Area of Service -*** *most appraisal experience is in the greater Twin Cities Metro Area (typically an hour from downtown metro). Numerous assignments throughout Minnesota.*

Professional Membership, Associations & Affiliations

License: Certified General Real Property Appraiser, MN License #4000813.
Appraisal Institute: SRA, Senior Residential Appraiser Designation,
General Associate Member
Employee Relocation Council: CRP Certified Relocation Professional Designation.
International Right-Of-Way Association: Member
HUD/FHA: On Lender Selection Roster and Review Appraiser
DNR: Approved appraiser for Department of Natural Resources

Testimony

-- Court, deposition, commission, arbitration & administrative testimony given.

Mediator

-- Court appointed in Wright County.

Committees

-- President of Metro/Minnesota Chapter, 2002, Appraisal Institute.
-- Chairman of Residential Admissions, Metro/MN Chapter, AI.
-- Chairman Residential Candidate Guidance, Metro/Minnesota Chapter, AI.
-- Elm Creek Watershed Commission, Medina representative 3 years.
-- Medina Park Commission, 3 years.

Education

-- Graduate of Bemidji State University, Minnesota. B.S. degree in Bus. Ad.
-- During college, summer employment in building trades (residential and commercial).
-- Graduate of Cecil Lawter Real Estate School. Past Arizona Real Estate License.

-- **General & Professional Practice Courses & Seminars**
-- Course 101-Introduction to Appraising Real Property.
-- Numerous Standards of Professional Practice Seminar.
-- Fair Lending Seminar.
-- Eminent Domain & Condemnation Appraising.
-- Eminent Domain (An In-Depth Analysis)
-- Property Tax Appeal
-- Eminent Domain
-- Business Practices and Ethics
-- Scope of Work
-- Construction Disturbances and Temporary Loss of Going Concern
-- Uniform Standards for Federal Land Acquisitions (Yellow Book Seminar)
-- Partial Interest Valuation Divided (conservation easements, historic preservation easements, life estates, subsurface rights, access easements, air rights, water rights, transferable development rights)

Commercial/Industrial/Subdivision Courses & Seminars
-- Capitalization Theory & Techniques
-- Highest & Best Use Seminar
-- General & Residential State Certification Review Seminar
-- Subdivision Analysis Seminar.
-- Narrative Report Writing Seminar (general)
-- Advanced Income Capitalization Seminar
-- Advanced Industrial Valuation
-- Appraisal of Local Retail Properties
-- Appraising Convenience Stores
-- Analyzing Distressed Real Estate
-- Evaluating Commercial Construction
-- Fundamentals of Separating Real Property, Personal Property and Intangible Business Assets

Residential Courses & Seminars
-- Course 102-Applied Residential Appraising
-- Narrative Report Writing Seminar (residential)
-- HUD Training session local office for FHA appraisals
-- Familiar with HUD Handbook 4150.1 REV-1 & other material from local FHA office.
-- Appraiser/Underwriter FHA Training
-- Residential Property Construction and Inspection
-- Numerous other continuing education seminars for state licensing & AI

Speaking Engagements

-- Bankers
-- Auditors
-- Assessors
-- Relocation (Panel Discussion)

Publications

-- Real Estate Appraisal Practice (book): Acknowledgement
-- Articles for Finance & Commerce and Minnesota Real Estate Journal

CITY OF PLYMOUTH

RESOLUTION NO. 2026-

RESOLUTION APPROVING PURCHASE AGREEMENT

WHEREAS, the B & A Holdings Limited Liability Company ("Seller") is the fee owner of certain property located at 13500 26th Avenue N., Plymouth, MN 55441 (PID Nos. 22-118-22-34-0021 and 22-118-22-34-00022) ("Property"); and

WHEREAS, the Seller proposes to convey the Property to the City for a purchase price of $3,000,000.00; and

WHEREAS, the City Council desires to acquire the Property and has received and reviewed the proposed purchase agreement for the acquisition of the Property to be entered into by and between the City and the Seller; and

WHEREAS, acquiring ownership of the Property by the City would serve the public interest, including for transit purposes and transit-oriented development; and

WHEREAS, the necessary funding is available within the Transit Fund; and

WHEREAS, the City's Planning Department has found that the acquisition of the Property is consistent with the City's Comprehensive Plan.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the proposed Purchase Agreement is hereby approved, and the Mayor and City Manager are authorized and directed to execute all documents, and take all appropriate measures to acquire the Property under the terms of the Purchase Agreement.

APPROVED by the City Council this 28th day of July, 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 July 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

239581v1

CITY OF PLYMOUTH

RESOLUTION NO. 2026-

RESOLUTION APPROVING THE TERMS OF UP TO A $3,250,000 INTERFUND LOAN IN CONNECTION WITH A PROPOSED TAX INCREMENT FINANCING DISTRICT

WHEREAS, the City of Plymouth, Minnesota (the "City") may establish a Tax Increment Financing District (the "TIF District") within a Development District and may adopt a tax increment financing plan for the TIF District (the "TIF Plan"); and

WHEREAS, the City may pay for certain costs to be identified in the TIF Plan consisting of land acquisition, demolition, relocation, and administrative costs (the "Qualified Costs") incurred in connection with the establishment of the TIF District and development of land within the TIF District, which costs may be financed on a temporary basis from City funds available for such purposes; and

WHEREAS, under Minnesota Statutes, Section 469.178, Subd. 7, the City is authorized to advance or loan money from the City's general fund or any other fund from which such advances may be legally made, in order to finance the Qualified Costs; and

WHEREAS, the City intends to reimburse itself for the payment of the Qualified Costs, plus interest thereon, from tax increments derived from the TIF District in accordance with the terms of this resolution (which terms are referred to collectively as the "Interfund Loan").

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

1. Terms of Interfund Loan.

    a. The City hereby authorizes the advance of up to $3,250,000 from the City's Transit Fund or any other fund designated by the City, or so much thereof as may be paid as Qualified Costs. The City shall reimburse itself for such advances together with interest at the rate stated below. Interest accrues on the principal amount from the date of each advance. The maximum rate of interest permitted to be charged is limited to the greater of the rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 as of the date the loan or advance is authorized, unless the written agreement states that the maximum interest rate will fluctuate as the interest rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 are from time to time adjusted. The interest rate shall be 5% and will not fluctuate.
    b. Principal and interest on the Interfund Loan (the "Payments") shall be paid annually on each December 31 commencing with the date the tax increments from the TIF District are available and not otherwise pledged to and including the earlier of (i) the date the principal and accrued interest of the Interfund Loan is paid in full, or (ii) the date of last receipt of tax increment from the TIF District ("Payment Dates") which Payments will be made in the amount and only to the extent of available tax increments. Payments shall be applied first to accrued interest, and then to unpaid principal.

c. Payments on the Interfund Loan are payable solely from the tax increment generated in the preceding twelve (12) months with respect to the TIF District and remitted to the City by Hennepin County, all in accordance with Minnesota Statutes, Sections 469.174 to 469.1794, as amended. Payments on this Interfund Loan are subordinate to any outstanding or future bonds, notes or contracts secured in whole or in part with tax increment, and are on parity with any other outstanding or future interfund loans secured in whole or in part with tax increments.

d. The principal sum and all accrued interest payable under this Interfund Loan are pre-payable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Interfund Loan.

e. The Interfund Loan is evidence of an internal borrowing by the City in accordance with Minnesota Statutes, Section 469.178, Subd. 7, and is a limited obligation payable solely from tax increment pledged to the payment hereof under this resolution. The Interfund Loan and the interest hereon shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on the Interfund Loan or other costs incident hereto except out of tax increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on the Interfund Loan or other costs incident hereto. The City shall have no obligation to pay any principal amount of the Interfund Loan or accrued interest thereon, which may remain unpaid after the termination of the TIF District. The City may amend the terms of the Interfund Loan at any time by resolution of the City Council, including a determination to forgive the outstanding principal amount and accrued interest to the extent permissible under law.

2. Effective Date. This resolution is effective upon the date of its approval.

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

_____
City Clerk

Regular City Council
July 28, 2026
Agenda Number: 8.2

To:	Dave Callister, City Manager
Prepared by:	Erik Fadden, Public Safety Director Andrew Etzel, Fire Chief
Reviewed by:	Erik Fadden, Public Safety Director
Item:	**Receive Public Safety Department Fiscal Year 2025 Annual Report**

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1. Action Requested:

Present an overview of the 2025 public safety department's annual report.

2. Background:

Present an overview of the 2025 public safety department's annual report.

3. Budget Impact:

None

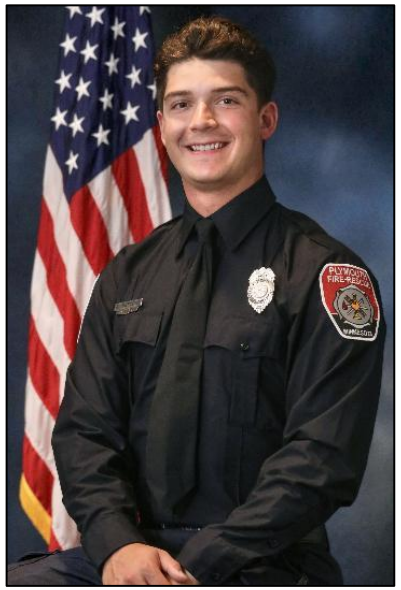
4. Attachments:

1. Public Safety Department Annual Update to Council 2026

Public Safety Department Update

Fire Department

- Personnel Updates



Calls for Service - 2025

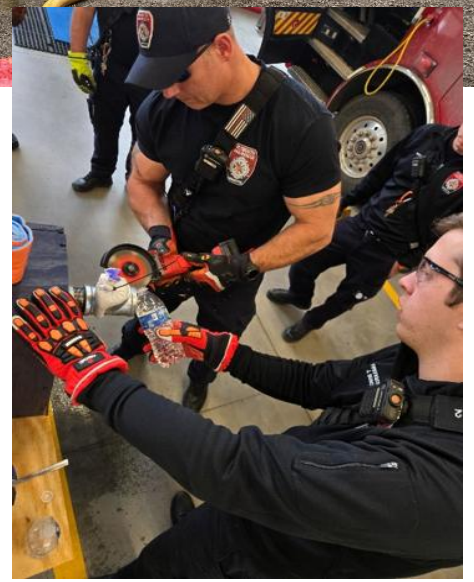
2025 Fire Calls for Service	
Fire Calls	172
Hazardous Situations	232
Medical Calls	3111
Public Service Calls	689
Rescue Calls	2
No Emergency Calls	1375
Other	13
Total	5594

Training

Hours of training offered –261.75

- Classroom lecture – 13
- Hands on – 238
- Online – 10.75

Total hours trained – 2716.25



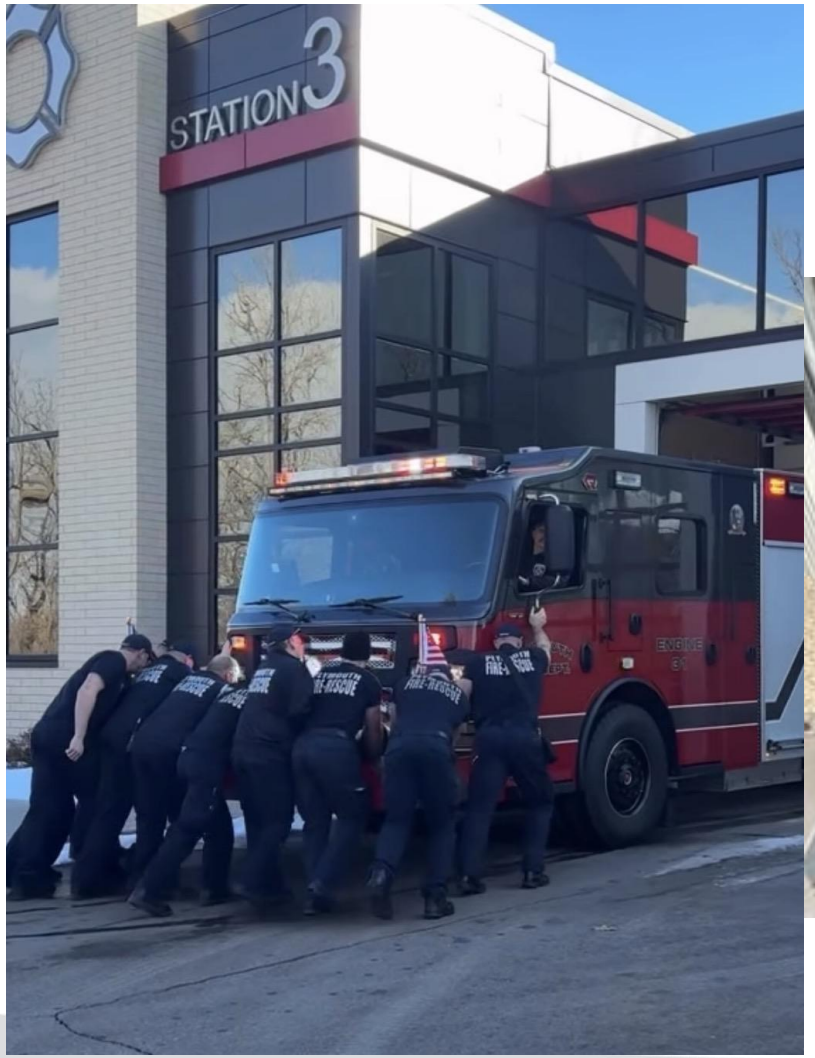
Fire Inspections

Totals
2025 New Inspections – **803**
2025 Re-inspections – **405**

Permit Applications
257 permits processed, including new construction FA and sprinkler permits, alterations of those permits, tank permits, tent permits and fireworks permits.
Total construction value for all fire permits was $4.5 million.
Permit fees collected totaled $89,905.

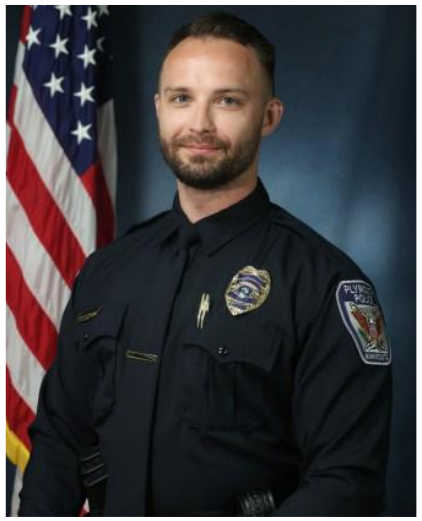
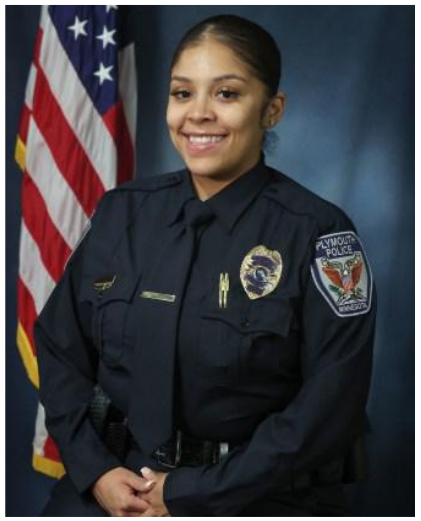
Significant Projects in 2025
- Eagle Brook Church
- Summit Orthopedics
- Coborn's Grocery
- Gardner School
- Trillium Wood Expansion

Equipment



Police Department

Additions to Our Personnel

Mission Statement

Provide superior protection and service by reducing crime and enhancing the quality of life expected by our community. We will accomplish this through innovative strategies and collaboration, along with a commitment to our core values:

- **Integrity**
- **Accountability**
- **Professionalism**
- **Respect**
- **Excellence**

Our mission defines us

Traffic Citations

	2024	2025
Hazardous Moving		
Careless/Reckless	13	37
Defective/Improper Equipment	589	860
Disobey Signs & Signals	504	525
Fail to Yield	74	64
Following Too Closely	7	18
Improper Lane Usage/ Wrong Way	206	290
Improper Passing	25	91
Improper Turning	43	72
Improper/No Signal	32	2
Inattentive Driving	330	274
School Bus Stop Arm	39	10
Speed	934	1059
Non-Hazardous Moving		
DAR/DAS/DAC	606	834
Improper Registration	1162	1425
No Insurance	575	643
No MN DL within 60 days	273	278
Other DL Violations	182	213
Seat Belts	101	82
No Insurance		643
Non-Moving		
2 to 5am parking/over 12 hours	777	763
Fire Lane/Fire Hydrant	49	80
Handicapped Parking	53	66

Group A	2024	2025
Animal Cruelty	4	2
Arson	2	4
Assault Offenses	254	284
Bribery	0	0
Burglary/Breaking and Entering	105	107
Counterfeiting/Forgery	29	19
Destruction/Damage/Vandalism of Property	150	124
Drug/Narcotic Offenses	50	45
Embezzlement	5	13
Extortion/Blackmail	2	8
Fraud Offenses	294	279
Gambling Offenses	0	0
Homicide Offenses	0	1
Human Trafficking Offenses	4	0
Kidnapping/Abduction	1	3
Larceny/Theft Offenses	666	560
Motor Vehicle Theft	49	34
Pornography/Obscene Material	6	17
Prostitution Offenses	1	1
Robbery	10	5
Sex Offenses	20	25
Stolen Property Offenses	13	13
Weapon Law Violations	29	26

Group B	2024	2025
Curfew/Loitering/Vagrancy Violations	0	0
Disorderly Conduct	124	124
Driving Under the Influence	174	195
Family Offenses, Nonviolent	7	2
Liquor Law Violations	23	50
Trespass of Real Property	25	17
All Other Offenses	254	312

PLYMOUTH FIRE-RESCUE MINNESOTA

PLYMOUTH POLICE PROTECT SERVE MINNESOTA

- Patrol Division: most visible – more than 30K incidents in 2025
  - K9
  - CSO’s/ Cadet Program
  - Desk Officers
  - Traffic Unit
- Services Division
  - Investigations: 579 new criminal cases
  - Special Investigations Unit (SIU): 119 proactive arrests
- Special Operations:
  - Behavioral Health Unit
  - Training Unit
  - School Resource Officers
  - SWAT/CNT
  - Health and Wellness

Community Engagement