

**CITY OF PLYMOUTH
AGENDA
Regular City Council
Council Chambers
3400 Plymouth Boulevard, Plymouth, MN
September 8, 2026, 7:00 PM**

- 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. PLYMOUTH FORUM** - Individuals may address the council about any item not contained on the regular agenda. A maximum of three minutes is allotted per individual with a total of 15 minutes for the forum. If the full 15 minutes are not needed for the forum, the City Council will continue with the agenda. The City Council will take no official action on items discussed at the forum, with the exception of referral to staff or commission or committee for future report.
- 4. PRESENTATIONS AND PUBLIC INFORMATION ANNOUNCEMENTS**
 - 4.1** PRISM update (Michelle Ness, Executive Director)
 1. Presentation
 - 4.2** Proclaim Hispanic Heritage Month
 1. Proclamation
- 5. APPROVE AGENDA** - Council members may add items to the agenda including items contained in the Council Information Memorandum for discussion purposes or staff direction only. The council will not normally take official action on items added to the agenda.
- 6. CONSENT AGENDA** - These items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a council member or individual so requests, in which event the item will be removed from the consent agenda and placed elsewhere on the agenda.
 - 6.1** Adopt proposed minutes
 1. August 25 special
 2. August 25 regular
 3. September 1 special
 - 6.2** Approve disbursements
 1. Expense distribution
 2. Resolution
 - 6.3** Resolution approving expenditure from DEA Asset Sharing Fund for the purchase of public safety equipment
 1. Quotes

2. Resolution

6.4 Designate engineer for the Central Water Treatment Plant Rehabilitation Project (WA279006)

1. Agreement
2. Resolution

6.5 Approve first amendment to purchase agreement with B & A Holdings, LLC for real property located at 13500 26th Avenue N.

1. First Amendment to Purchase Agreement
2. Resolution

6.6 Approve temporary on-sale liquor license for Plymouth Civic League for event on October 9, 2026

1. Resolution

6.7 Approve updated Joint Powers Agreement between the City of Plymouth and the Cities of Maple Grove, New Hope and Robbinsdale for Pets Under Police Security (PUPS)

1. Agreement
2. Resolution

7. PUBLIC HEARINGS

7.1 Public hearing for the off-sale intoxicating liquor license application of Bottle Bodega d/b/a Vinifera Wine and Ales, 1400 County Road 101 North, Suite K5

1. Buffer and distance map
2. Property owners within 500'
3. Resolution

8. GENERAL BUSINESS

8.1 Consider moratorium on data centers

1. Sec. 462.355 MN Statutes
2. Ordinance
3. Resolution for Summary Publication

9. REPORTS AND STAFF RECOMMENDATIONS

10. ADJOURNMENT

To: Dave Callister, City Manager

Prepared by: Jodi Gallup, City Clerk

Reviewed by: Maria Solano, Deputy City Manager

Item: **PRISM update (Michelle Ness, Executive Director)**

1. Action Requested:

Receive a presentation from PRISM Executive Director Michelle Ness.

2. Background:

PRISM Executive Director Michelle Ness will provide an update to council on PRISM's services to the community.

3. Budget Impact:

Not applicable.

4. Attachments:

1. Presentation

Plymouth City Council

September 8, 2026

Michelle Ness, MSW, LISW,
CEO

MNESS@PRISMmpls.org

PRISMmpls.org



1220 Zane Ave N, Golden Valley, MN 55422

PRISMmpls.org

763.529.1350

About PRISM

Founded in the late 1970's by caring community members; 1983 incorporated as 501(c)3

Values:

- Dignity**
- Accountability**
- Collaboration**
- Innovation**



About PRISM

Mission: To provide social services and connections that empower people in our community to build healthy, stable lives.

Programs:

- 1. Marketplace Food Shelf**
- 2. Rent Assistance**
- 3. Shop for Change Thrift Shop**
- 4. Children's Programs**



Marketplace Food Shelf

Walk-in – No appointments

No ID or income requirements

Families choose food

Monthly visits

-Perishable and non-perishable food

-Personal hygiene items



Marketplace Food Shelf

People served last year:

Total: 20,392

Plymouth: 1,136

People served in last 10 months:

Total: 17,742

Plymouth: 983

**over half are children & seniors*



Housing – Rent Help

Resolvable Situations -- 1x per year -- \$2k max – 5 city area eligibility

Households served last year:

Total: 97

Plymouth: 24 \$43, 723

Households served in last 10 months:

Total: 166

Plymouth: 32 \$53,293



SHOP FOR CHANGE THRIFT SHOP

Open to the public!

100% of revenue supports PRISM programs & operations = social enterprise

- ✓ Low prices, for all budgets
- ✓ Children's clothing & shoes
- ✓ Coats & Outerwear
- ✓ Games & Books
- ✓ Jewelry, bags, accessories

Located at 1220 Zane Ave N, Golden Valley
(same as PRISM services) **Donations welcome**



SHOP
FOR
CHANGE

CHILDREN'S PROGRAMS

Birthday Room- Gifts, games, and party supplies! **251** kids

Holiday Toy Shoppe – Free holiday gifts for parents to share with kiddos! **847** kids

Back to School Success – Backpack & school supplies to start the school year right! **359** kids



By the Numbers

Annual budget
\$4.8M

\$2.3M In-Kind –
donated food

~25 staff

= \$2.5 M
operating

Hundreds of
volunteers!

Individuals are
largest source
of donations

Food and
clothing
donations fuel
operations



Questions?



PRISM:

facebook.com/PRISMmpls

instagram.com/prismgvmn

linkedin.com/company/prismgvmn/

Shop for Change:

instagram.com/shopforchangethriftshop

Facebook.com/shopforchangethriftshop

[Volunteer: PRISMmpls.org/volunteer/](https://PRISMmpls.org/volunteer/)





Marketplace Food Shelf

Monday - Wednesday: 10am - 4pm

Thursday: 11am - 7pm

Friday: CLOSED

Saturday and Sunday: CLOSED

Shop for Change Thrift Shop

Monday - Wednesday & Friday: 9am - 5pm

Thursday: 9am - 7pm

Saturday: 9am - 3pm

Sunday: CLOSED



PRISM

To: Dave Callister, City Manager

Prepared by: Jodi Gallup, City Clerk

Reviewed by: Maria Solano, Deputy City Manager

Item: **Proclaim Hispanic Heritage Month**

1. Action Requested:

Proclaim Hispanic Heritage Month.

2. Background:

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

3. Budget Impact:

Not applicable.

4. Attachments:

1. Proclamation



PROCLAMATION

WHEREAS, Hispanic Heritage Month is observed nationally from September 15 through October 15, recognizing the histories, cultures and contributions of residents whose ancestors are of Hispanic and Latino descent; and

WHEREAS, the 2026 National Hispanic Heritage Month theme is “Unidos, Somos Más” (“Together, We are More”); and

WHEREAS, Hispanic and Latino residents of Plymouth enrich our community through their leadership, creativity, entrepreneurship and volunteer service, while sharing traditions in music, art, cuisine and culture; and

WHEREAS, local Hispanic and Latino-owned businesses contribute to the economic vitality of Plymouth by offering unique products, services and dining experiences that reflect rich cultural traditions and strengthen the city’s diverse business community; and

WHEREAS, Plymouth community members of Hispanic and Latino heritage actively engage in civic life, support our schools and participate in organizations that promote cultural understanding and unity; and

WHEREAS, Hispanic and Latino residents of Plymouth are a vital part of the city’s past, present and future, helping shape a welcoming and inclusive community for all.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Plymouth City Council proclaims September 15 through October 15, 2026 as

Hispanic Heritage Month

in the City of Plymouth and encourage all residents to recognize, celebrate and honor the history, culture and contributions of Hispanic and Latino communities in Plymouth.



To: Dave Callister, City Manager

Prepared by: Jodi Gallup, City Clerk

Reviewed by: Maria Solano, Deputy City Manager

Item: **Adopt proposed minutes**

1. Action Requested:

Adopt proposed minutes.

2. Background:

Not applicable.

3. Budget Impact:

Not applicable.

4. Attachments:

1. August 25 special
2. August 25 regular
3. September 1 special

Proposed Minutes Special Council Meeting August 25, 2026

Mayor Wosje called a Special Meeting of the Plymouth City Council to order at 5 p.m. at Plymouth City Hall, 3400 Plymouth Boulevard, on August 25, 2026.

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

COUNCIL ABSENT: None.

STAFF PRESENT: City Manager Callister, Deputy City Manager Solano, Public Works Director Thompson, Community and Economic Development Director Fernelius, Finance Director Rich, Human Resources Director Timpone, Fire Chief Etzel, Parks and Recreation Director Tomlinson, Deputy Police Chief Gilmore, Planning Manager Sommers, Housing Manager Schmidt, Fleet and Facility Manager Hanson, Deputy Public Works Director/City Engineer Payne, City Attorney Mattick and City Clerk/Administrative Coordinator Gallup.

Data Centers

Staff provided background information, zoning considerations and policy options related to data center regulations in the city. Council asked questions and provided feedback. The general consensus of the council was to direct staff to prepare a draft moratorium ordinance and timeline for council consideration at a future meeting.

2027 Budget

Staff provided background information on the budget process, budget goals and fund hierarchy. Staff presented the proposed 2027 budget and levy and provided a capital budget overview. Council asked questions and provided feedback.

Set future study sessions and agenda topics

Council discussed future study session topics and scheduled the following:

- September 22 at 5 p.m. – Flock Safety ALPR Cameras discussion
- November 24 at 5 p.m. – Volunteer board and commission application review
- December 1 at 5 p.m. – Volunteer board and commission candidate interviews
- December 8 at 5 p.m. – Grass, lawn management and native planting discussion

Adjournment

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

Jodi M. Gallup, City Clerk/Administrative Coordinator

Proposed Minutes Regular City Council Meeting August 25, 2026

Mayor Wosje called a Regular Meeting of the Plymouth City Council to order at 7 p.m. in the Council Chambers of City Hall, 3400 Plymouth Boulevard, on August 25, 2026.

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

COUNCIL ABSENT: None.

STAFF PRESENT: City Manager Callister, Deputy City Manager Solano, Community and Economic Development Director Fernelius, Finance Director Rich, Human Resources Director Timpone, Parks and Recreation Director Tomlinson, Fire Chief Etzel, Deputy Police Chief Gilmore, Public Works Director Thompson, Deputy Public Works Director/City Engineer Payne, Housing Manager Schmidt, City Attorney Mattick and City Clerk/Administrative Coordinator Gallup.

Plymouth Forum

Daniel Woo, Ward 1 resident, expressed his concern regarding the use of Flock cameras for surveillance.

Doug Maltby, Ward 1 resident, also expressed his concern with Flock cameras and suggested a contract cancellation.

Dr. Kamal Ahmed, resident, noted concerns regarding food vendor restrictions and cancellation policies at the community center.

Kevin Peterson, resident, expressed his concern regarding political sign setback violations.

Mandy, Ward 4 resident, expressed her concern regarding AI data centers and the distinction between data centers and AI data centers.

Scott Johnson, Ward 2 resident, suggested data center changes.

Presentations and Public Information Announcements

There were no presentations or public information announcements.

Approval of Agenda

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

Consent Agenda

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

- (6.1)** Council minutes from special and regular meeting of July 28, 2026.
- (6.2)** Resolution approving disbursements ending August 14, 2026 (Res2026-183).
- (6.3)** Resolution authorizing contract with Robbinsdale Independent School District #281 for school resource officer services (Res2026-184).
- (6.4)** Resolution approving preliminary plat and final plat for Sathre-Bergquist to subdivide 1300 Harbor Lane into two single-family lots (2026040) (Res2026-185).
- (6.5)** Resolution approving variance for property located at 4615 Fountain Lane North (2026045) (Res2026-186).
- (6.6)** Resolution approving variance for Boyer Building for property located at 320 Inland Lane (2026047) (Res2026-187).
- (6.7)** Resolution approving temporary liquor license application of St. Mary of the Lake Catholic Church (Res2026-188).
- (6.8)** Resolution to approve a substantial amendment of the 2025-2029 Community Development Block Grant consolidated plan (Res2026-189).
- (6.9)** Resolution approving temporary liquor license application of St. Barnabas Lutheran Church (Res2026-190).

With all members voting in favor, the motion carried.

Public Hearings

There were no public hearings.

General Business

- (8.1) Approve the Joint Powers Agreement for the Property Assessed Clean Energy Program of Minnesota (MinnPACE) and certifying Property Assessed Clean Energy charges**

Public Works Director Thompson and St. Paul Port Authority MinnPACE Program Administrator Holly Huston presented this item. St. Paul Port Authority MinnPACE Program Administrator Holly Huston

provided an overview of the MinnPACE program and its benefits to property owners and the city. She defined the program and provided current counties and cities within Minnesota that have adopted this program.

In response to questions from the City Council, Public Works Director Thompson and St. Paul Port Authority MinnPACE Program Administrator Holly Huston provided the following information:

- Clarified the definition of energy investments as it relates to this program
- Described how MinnPACE assists in energy savings
- Explained that it would be an initial assessment completed by city staff
- Described the loan payment system and process and stated that it would follow the city's special assessment process
- Had no reservations on behalf of the Public Works or Finance Department

St. Paul Port Authority MinnPACE Program Administrator Holly Huston provided a brief overview of property types, qualifying improvements and project types that would benefit from this program. She described the requirements and benefits of a PACE loan versus a commercial loan. She detailed each participant's role in the PACE financing process, stating that it is the authorizing entity that requires the special assessment through the Joint Powers Agreement.

Motion was made by Councilmember Spoonheim, and seconded by Councilmember Gregor, to adopt Resolution designating the Port Authority to implement and administer a property assessed clean energy improvement financing on behalf of the City, and providing for the imposition of special assessments as needed in connection with that program (Res2026-191), Resolution certifying property assessed clean energy charges for energy improvements at 16900 37th Place North (Res2026-192). With all members voting in favor, the motion carried.

(8.2) Approve use of Local Affordable Housing Aid (LAHA) funds to support a property rehabilitation to Willow Wood Estates

Housing Manager Schmidt presented this item and provided a brief overview of local affordable housing aid funds. LAHA funding is designed to create and preserve affordable housing or stabilize the housing of low-income people. He reviewed the allowable uses for LAHA and income limits. He noted funds must be committed within three years and expended within four years. Housing Manager Schmidt provided information on the financial benefit it would bring to Willow Wood Estates.

Sally Rabban, Common Bond Communities, provided a brief overview of the program and the continued need for safe, stable and affordable housing.

In response to questions from the City Council, Housing Manager Schmidt, Sally Rabban, Common Bond Communities, and Schane Rudlang, Ehlers provided the following information:

- Described the planned exterior and interior renovations
- Noted that renovations would include the parking lot, playground and increased security in the garage
- Confirmed that residents would not be displaced during construction but do have a contingency plan for hotel and transportation costs if needed
- Noted that the repaid loan funds would likely continue to be spent on affordable housing in the future

Motion was made by Councilmember Pointner, and seconded by Councilmember Spoonheim, to adopt Resolution recommending the use of Local Affordable Housing Aid (LAHA) funds for Willow Wood Estates Rehabilitation Project (Res2026-193). With all members voting in favor, the motion carried.

Reports and Staff Recommendations

There were no reports.

Adjournment

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

Jodi Gallup, City Clerk/Administrative Coordinator

Proposed Minutes Special Council Meeting September 1, 2026

Mayor Wosje called a Special Meeting of the Plymouth City Council to order at 5:00 p.m. at Plymouth City Hall, 3400 Plymouth Boulevard, on September 1, 2026.

COUNCIL PRESENT: Mayor Wosje, Councilmembers Gregor, Peterson, Pointner, Nelson, Spoonheim and Aldrich. Mayor Wosje and Councilmember Aldrich participated via interactive technology due to being unable to attend in-person pursuant to State Statute 13D.02.

COUNCIL ABSENT: None.

STAFF PRESENT: City Manager Callister, Deputy City Manager Solano, Community and Economic Development Director Fernelius, Planning Manager Sommers, Housing Manager Schmidt and Community Center Manager Riley.

Developer Presentations for City Center Site

The City Council received individual presentations from three separate development teams noted below regarding the City Center site.

- Hempel Real Estate
- Monarch Development Partners/McCarthy Development/Great States Development
- Sherman Associates

Each developer was invited to present their credentials and share their high-level vision for the future development of the area. Following the presentations, the council engaged in a discussion to review the proposals put forth by each developer. During this review, council identified follow-up questions that require further clarification from the development teams.

Adjournment

Mayor Wosje adjourned the meeting at 9:08 p.m.

Maria Solano, Deputy City Manager

To: Dave Callister, City Manager

Prepared by: Tammy Geurkink, Accounting Specialist

Reviewed by: Andrea Rich, Finance Director

Item: **Approve disbursements**

1. Action Requested:

Approve disbursements ending August 28, 2026.

2. Background:

Not applicable.

3. Budget Impact:

Not applicable.

4. Attachments:

1. Expense distribution
2. Resolution

Invoice Expense Distribution for Period Ended 8/28/26 Council Meeting 9/8/26

FUND	100	General Fund	326,543.29
	200	Recreation Fund	193,001.76
	210	Parker's Lake Cemetery Maint	0.00
	215	Destination Marketing Org Fund	1,788.00
	220	Transit System Fund	11,337.57
	234	Economic Development Fund	0.00
	240	Lawful Gambling	11,500.00
	250	Comm Dev Block Grant Fund	0.00
	254	HRA Section 8 Fund	340.00
	254	HAP Check Summary	325,143.51
	255	Brint It Home	0.00
	258	HRA General Fund	255.89
	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	10,430.78
	401	Minnesota State Aid Fund	0.00
	404	Community Improvement	0.00
	405	Park Replacement Fund	0.00
	406	Street Reconstruction Fund	0.00
	407	Project Administration Fund	0.00
	408	Park Construction	0.00
	409	Capital Improvement Fund	0.00
	412	Water Sewer Replace	0.00
	413	Improvement Project Construction	1,546,762.37
	417	Project Warranty Repairs	0.00
	418	Utility Trunk System Expansion	0.00
	420	Water Sewer Construction	0.00
	421	ENT-Water Resources Constrctn	0.00
	422	TIF 7-4 PTP Construction	0.00
	423	TIF 7-5 Rottlund (Const)	0.00
	424	TIF 7-6 Berkshire	0.00
	425	TIF Housing Assistance Program	0.00
	426	TIF 7-7 Stonecreek	0.00
	427	TIF 1-1 Shops at Plymth Crk	0.00
	428	TIF 1-2 Vicksburg Commons	0.00
	429	TIF HRA 1-3 Crossroads Station	325.00
	432	TIF 7-8 Quest	0.00
	433	TIF 7-9 Four Seasons	0.00
	434	TIF 7-10 Sands	0.00
	435	Plymouth Creek Center Expansion	0.00
	436	Doran Bassett Creek	0.00
	437	CON - Fire Stations	0.00
	438	TIF 7-12-Prudential/Blvd	0.00
	439	TIF 7-13-Plymouth Plaza	0.00
	500	Water Fund	547,893.66
	510	Water Resources Fund	83,016.60
	520	Sewer Fund	1,992,464.29
	530	Solid Waste Management Fund	253,535.75
	540	Ice Center Fund	9,981.40
	550	Field House Fund	0.00
	600	Central Equipment Fund	230,078.68
	610	Public Facilities Fund	97,776.42
	620	Information Technology Fund	90,333.90
	630	Risk Management Fund	1,955.00
	640	Employee Benefits Fund	77,318.79
	660	Resource Planning	0.00
	700	Parkers's Lake Cemetery	0.00
	800	Investment Trust Fund	0.00
	850	Plymouth Town Square	0.00
	851	Vicksburg Crossing	0.00

Total Invoice Expense Distribution:

5,811,782.66

CITY OF PLYMOUTH

RESOLUTION No. 2026-

RESOLUTION APPROVING DISBURSEMENTS ENDING AUGUST 28TH, 2026

WHEREAS, a list of disbursements for the period ending August 28th, 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	\$ 544,170.62
Construction & Debt Service	\$ 1,557,518.15
Enterprise & Internal Service	\$ 3,384,354.49
Housing Redevelopment	<u>\$ 595.89</u>
Check Register Total	\$ 5,486,639.15

US Bank – Housing Assistance Payments

Housing & Redevelopment Authority	<u>\$ 325,143.51</u>
	\$ 325,143.51
GRAND TOTAL FOR ALL FUNDS	\$ 5,811,782.66

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

EFT	1,833,596.88
Check (186394-186711)	3,653,042.27
Total	5,486,639.15

APPROVED by the City Council on this 8th day of September, 2026.

To: Dave Callister, City Manager

Prepared by: Mitchell Martinson, Sergeant

Reviewed by: Erik Fadden, Public Safety Director

Item: **Resolution approving expenditure from DEA Asset Sharing Fund for the purchase of public safety equipment**

1. Action Requested:

Approve resolution authorizing an expenditure from the Resource Planning/DEA Asset Sharing Fund for the purchase of public safety equipment.

2. Background:

In 2025, the police department purchased two armored Ford pickup trucks utilizing grant funds received through the Urban Area Security Initiative (UASI). One of the vehicles serves as a regional asset and is shared with the Maple Grove Police Department, rotating every other year with the existing jointly used armored vehicle. These vehicles address important public safety needs by enhancing protection for law enforcement and the community during critical incidents.

The vehicles were delivered functional and equipped with minimal emergency equipment. Staff expected that the vehicles would need minimal upfitting, including the installation of police radios, additional emergency lighting and accessories such as ruggedized bumpers and, for one vehicle, a pickup truck bed cover.

3. Budget Impact:

The cost to upfit both vehicles is \$23,074 which will be funded through resource planning/DEA Asset Sharing Funds.

4. Attachments:

1. Quotes
2. Resolution



320.309.2260
3866 31st St SE
St Cloud, MN 56304

Custom Modification/Service Quote **05/06/26**

For the consideration of:

POC: Mitchell L. Martinson - mmartinson@plymouthmn.gov

Plymouth Police Department
3400 Plymouth Blvd,
Plymouth, MN 55447

The following is a quote for modifications/service on your F350 Armored Pickup Truck.

This quote is valid for 30 days from the date it was created.

The current labor rate is \$175 per hour.

Item Description		Estimated Time	Parts Cost	Total Estimated Cost
Parts and Labor to install bumper, either this Iron Bull bumper with the Doomsday Grille Guard.		4 hours (\$700)	\$1,700	\$2,400.00
	Specialty Grille Guard: Doomsday		\$1,400	
	Freight		\$349	
Parts and Labor to Upgrade emergency lights. Consisting of 8 multi color (Red and Blue) lights total.		10 hours (\$1,750)	\$1,480	\$3,230.00
<u>Dispatch system:</u> Parts and installation of dispatch radio. System must be provided by department.		5 hours (\$875)	\$60	\$935.00
<u>Siren/PA system:</u> Parts and installation of Siren/PA system. Besides having the ability to communicate via the PA system, this system offers a second horn as well as multiple siren patterns. This device will also control the red/blue emergency lights.		5 hours (\$875)	\$973	\$1,848.00
Labor to remove the tint brow on the upper inner windshield if possible.		1 hour (\$175)	\$0	\$175.00

Sub Totals:	25 Hours (\$4,375)	\$5,962.00	\$10,337.00
Sales Tax:			EXEMPT
Quote Total:			\$10,337.00

Terms & Conditions

The above information is not an invoice and only a quote of the services described above. This quote is non-contractual. While the costs are estimated on the high end, it is custom work and any adjustments will be discussed throughout the process to avoid any misunderstanding by either party.

SWATMOD is committed to serving agencies with MRAP's and other specialized vehicles, we greatly appreciate your support and consideration in working with us. You may find lower pricing elsewhere and we are always willing to discuss prices and work with you any way we can to start or build a strong business relationship. Please keep in mind that we are constantly re-investing the funding into this small, growing business. We are steadily purchasing rare MRAP parts and supplies as well as expanding our facilities as soon as we can to better serve our clients. Lastly, we are always striving to hire intelligent, high quality associates on to our team to continue to provide excellent quality and service without interruptions, these individuals come with a price. With that being said, we very much appreciate your consideration in SWATMOD – I will personally ensure excellent customer service and will stand behind everything we do for you!

This information is confidential between SWATMOD and your agency.

To move forward and add you to the schedule, please make sure items on the quote are correct, then sign and return it to Brianna which will allow us to work on your truck. No work will be completed without a signed quote. Thanks!

Please Sign and Email back to: Billing@swatmod.com

Sign: 

Date: 5/7/2026

Print: Matt Martinson



320.309.2260
3866 31st St SE
St Cloud, MN 56304

Custom Modification/Service **05/21/26 INVOICE #2026076**

For the consideration of:

POC: Mitchell L. Martinson - mmartinson@plymouthmn.gov

Plymouth Police Department
3400 Plymouth Blvd,
Plymouth, MN 55447

The following is an invoice for modifications/service on your F350 Armored Pickup Truck.

The current labor rate is \$175 per hour.

Item Description	Time	Parts	Total Cost
Parts and Labor to install Bak Revolver X2 Hard Roll Up Tonneau Cover. https://realtruck.com/p/bak-revolver-x2-tonneau-cover/	6 hours (\$1,050)	\$1,349.99	\$2,399.99
Sales Tax:			EXEMPT
Total Due:			\$2,399.99

Terms & Conditions

Thank you for your business. We do expect payment within 30 days, so please process this invoice within that time. There will be a 5% interest charge per month on late invoices.

Please make check payable to "SWATMOD LLC" or pay via direct deposit.

Please Sign and Email back to: Brianna@swatmod.com

Sign: 

Date: _____

Print: Mitch Martinson

CITY OF PLYMOUTH

RESOLUTION No. 2026-

RESOLUTION APPROVING THE EXPENDITURE OF RESOURCE PLANNING/DEA ASSET SHARING FUNDS FOR THE PURCHASE OF PUBLIC SAFETY EQUIPMENT

WHEREAS, the Plymouth Public Safety Department was awarded a grant from the Urban Area Security Initiative (UASI) to purchase two Armored Ford pickup trucks for use by the Public Safety Department; and

WHEREAS, the City of Plymouth has signed a Memorandum of Understanding with the City of Maple Grove to share one of the vehicles as a regional asset; and

WHEREAS, minimal upfitting is required to equip the two vehicles with necessary equipment to better serve officers; and

WHEREAS, the city has adequate resource planning/DEA asset sharing funds to pay for the costs of properly equipping the two vehicles.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the use of \$23,074 in resource planning/DEA asset sharing funds to upfit two armored vehicles used by the Police Department is approved and the Mayor and City Manager are authorized to execute said agreement.

APPROVED by the City Council on this 8th day of September, 2026.

To: Dave Callister, City Manager

Prepared by: Allison Graper, Utility Operations Engineer

Reviewed by: Abbie Browen, Public Works Operations Manager
Michael Thompson, Public Works Director

Item: **Designate engineer for the Central Water Treatment Plant Rehabilitation Project (WA279006)**

1. Action Requested:

Adopt attached resolution designating engineer for the Central Water Treatment Plant Rehabilitation Project (WA279006).

2. Background:

This project was included in the approved 2025-2034 Capital Improvement Plan (CIP) with construction scheduled for 2027 and 2028 and includes replacement and rehabilitation of pumps, valves, chemical storage and feed systems, filters, flow meters and mechanical equipment at the Central Water Treatment Plant (WTP). These improvements extend the useful life of the facility, increase reliability and can reduce long term operating costs.

A request for proposal was solicited for engineering services to include preliminary design, final design and bidding services. A proposal for construction-related engineering and inspection services will be solicited upon completion of project bidding. The proposal submitted by Advanced Engineering and Environmental Services, LLC (AE2S) showed a good understanding of the project, includes a project team with the experience necessary to deliver the project, and have previously demonstrated they can successfully complete projects within the city. The total estimated professional services fee is \$450,700. Staff evaluated the cost and estimated hours included in the proposal and found it reasonable for the scope and complexity of this project. Therefore, staff recommends designating AE2S as the engineer for this project.

Construction is anticipated to begin in fall of 2027 and be completed in early 2028. The

majority of the work will be completed during the low water demand period of the year as the facility needs to be taken out of service for the work to be completed. The Zachary WTP would be utilized during that period.

3. Budget Impact:

This project is in the proposed 2027-2036 CIP for construction in 2027 and 2028 with a total cost of \$4,900,000. This includes \$3,950,000 for the project (WA279006) and \$950,000 for the Central WTP - Mechanical Replacements Project (FM270004). The estimated engineering services fee is \$450,700 and will be paid from the Water Fund and is included in the total cost outlined in the proposed CIP. A total project expense and funding outline will be provided later this year upon completion of design engineering.

4. Attachments:

1. Agreement
2. Resolution

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made on the _____ day of September 2026, between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation (“CITY”), and **ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC**, a North Dakota Limited Liability Company (“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 **CENTRAL WATER TREATMENT PLANT (WTP) REHABILITATION PROJECT**, submitted on August 20, 2026.
 - C. ENGINEER’s Current Hourly Fee Schedule.

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

2. **Compensation.** ENGINEER shall be paid by the CITY on an hourly basis in accordance with the hourly fee schedule but not to exceed \$450,700.00 inclusive of reimbursable expenses as reflected in the estimate of cost exhibit in the Central WTP Rehabilitation Project Proposal. The not to exceed fees shall not be adjusted if the estimated hours to perform a task, the number of estimated required meetings or any other estimate or assumption is exceeded.
3. **Optional Services.** Not applicable.
4. **Method of Payment.** ENGINEER may request progress payments as the work is performed. The CITY will normally make payment within thirty-five (35) days of receipt of a properly itemized bill.
5. **Change Orders.** All change orders, regardless of amount, must be approved in advance and in writing by the Plymouth City Council. No payment will be due or made for work done in advance of such approval.
6. **Standard of Care.** ENGINEER shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a

professional engineer under similar circumstances. No other warranty, expressed or implied, is included in this Agreement or in any drawing, specification, report, or opinion produced pursuant to this Agreement. ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of ENGINEER without additional compensation.

7. **Subcontractor.** ENGINEER shall not enter into subcontracts for services provided under this Agreement without the express written consent of the CITY, which consent shall not be unreasonably withheld. The ENGINEER shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of the ENGINEER'S receipt of payment by the CITY for undisputed services provided by the subcontractor. If the ENGINEER fails within that time to pay the subcontractor any undisputed amount for which the ENGINEER has received payment by the CITY, the ENGINEER shall pay interest to the subcontractor on the unpaid amount at the rate of 1-1/2 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the ENGINEER shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the ENGINEER shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
8. **Independent Contractor.** The CITY hereby retains the ENGINEER as an independent contractor upon the terms and conditions set forth in this Agreement. The ENGINEER is not an employee of the CITY and is free to contract with other entities as provided herein. ENGINEER shall be responsible for selecting the means and methods of performing the work. ENGINEER shall furnish any and all supplies, equipment, and incidentals necessary for ENGINEER'S performance under this Agreement. CITY and ENGINEER agree that ENGINEER shall not at any time or in any manner represent that ENGINEER or any of ENGINEER'S agents or employees are in any manner agents or employees of the CITY. ENGINEER shall be exclusively responsible under this Agreement for ENGINEER'S own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.
9. **Non-Discrimination.** During the performance of this Agreement, the ENGINEER shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability, or age. The ENGINEER shall post, in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The ENGINEER shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

10. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party. Any Assignment in violation of this provision is null and void.
11. **Indemnification.** The ENGINEER shall indemnify and hold harmless the CITY, its officials, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the work or services provided for herein, to the extent caused by the negligent acts, errors or omissions, willful misconduct, or breach of any substantive provision of this Agreement by the ENGINEER, its officials, agents or employees in the execution, performance, or failure to adequately perform the ENGINEER'S obligations pursuant to this Agreement.
12. **Insurance.**
- A. **General Liability.** During the term of this Agreement, ENGINEER shall maintain a general liability insurance policy with limits of at least \$2,000,000 for each person, and each occurrence, for both personal injury and property damage. This policy shall name the CITY as an additional insured for the services provided under this Agreement and shall provide that the ENGINEER'S coverage shall be the primary coverage in the event of a loss.
 - B. **Worker's Compensation.** The ENGINEER shall secure and maintain such insurance as will protect ENGINEER from claims under the Worker's Compensation Act and from claims for bodily injury, death, or property damage which may arise from the performance of ENGINEER'S services under this Agreement.
 - C. **Professional Liability Insurance.** The ENGINEER shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the CITY, in the insured's capacity as ENGINEER, if such legal liability is caused by an error, omission, or negligent act of the insured or any person or organization for whom the insured is legally liable. Said policy shall provide minimum limits of \$2,000,000 with a deductible maximum of \$125,000. The policy shall also insure the indemnification obligation contained in Paragraph 10 above.
 - D. **Certificate of Insurance.** A certificate of insurance on a form acceptable to the CITY which verifies the existence of this insurance coverage must be provided to the CITY before work under this Agreement is begun.
13. **Records Access.** The ENGINEER shall provide the CITY access to any books, documents, papers, and records which are directly pertinent to the specific contract, for the purpose of making audits, examinations, excerpts, and transcriptions, for three (3)

years after final payments and all other pending matters related to this Agreement are closed.

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

20. **Termination.** CITY may terminate this Agreement without cause by written notice delivered to the ENGINEER. Upon termination under this provision if there is no fault of the ENGINEER, the ENGINEER shall be paid for services rendered and reimbursable expenses until the effective date of termination. If however, the CITY terminates the Agreement because the ENGINEER has failed to perform in accordance with this Agreement, no further payment shall be made to the ENGINEER, and the CITY may retain another contractor to undertake or complete the work identified in the Contract Documents. If as a result, the CITY incurs total costs for the work (including payments to both the present contractor and a future contractor) which exceed the not to exceed amount specified in the Contract Documents, if any, then the ENGINEER shall be responsible for the difference between the cost actually incurred and the Agreement amount.
21. **Waiver of Claims for Personal Liability.** It is intended by the parties to this Agreement that ENGINEER's services shall not subject ENGINEER'S employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the City agrees that as the CITY's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against ENGINEER, and not against any of ENGINEER's individual employees, officers or directors.

CITY OF PLYMOUTH

By:_____

Jeffry Wosje
Mayor

By:_____

Dave Callister
City Manager

REVIEWED BY:_____

Micheal Thompson, PE
Public Works Director

CONTRACTOR

By:_____

Brian Bergantine
Its: Project Quality Director

Central WTP Rehabilitation Project

Scope of Basic Services

1. Preliminary Engineering

- a. Meetings:
 - i. Kick-Off Meeting: The Engineer will coordinate, prepare for, and lead one (1) 2-hr long project engineering kick-off meeting attended by Owner and the Engineer. The meeting will be both in-person and virtual, and will be hosted by the Owner. Meeting materials will include developing a meeting agenda, preparing meeting minutes summarizing the discussion and decisions, and distributing minutes with meeting attendees. Visuals may be prepared in the form of PowerPoint presentations or handouts to aid in discussion.
 - ii. Progress Check-In Meeting: The Engineer will coordinate, prepare for, and lead one (1) 1-hr long progress check-in meeting attended by Owner and the Engineer. The meeting will be both in-person and virtual, and will be hosted by the Owner. Meeting materials will include developing a meeting agenda, preparing meeting minutes summarizing the discussion and decisions, and distributing minutes with meeting attendees. Visuals may be prepared in the form of PowerPoint presentations or handouts to aid in discussion.
 - iii. Design Deliverable Review Meeting: The Engineer will coordinate, prepare for, and lead one (1) 2-hr long Preliminary Engineering design deliverable review meeting attended by Owner and the Engineer. The meeting will be both in-person and virtual, and will be hosted by the Owner. Meeting materials will include developing a meeting agenda, preparing meeting minutes summarizing the discussion and decisions, and distributing minutes with meeting attendees. Visuals may be prepared in the form of PowerPoint presentations or handouts to aid in discussion.
- b. Site Visits:
 - i. Engineer will perform one (1) 3-hr site visit following the kick-off meeting.
- c. Project Management and Coordination:
 - i. Provide project management for Engineer and subconsultants.
 - ii. Prepare and submit an information request.
 - iii. Coordinate meetings with Owner and Engineer's subconsultants.
 - iv. Lead internal and external quality assurance (QA) and quality control (QC) efforts.
 - v. Maintain internal Earned Value Management (EVM) system and provide updates to City staff regarding project budget and tracking.
 - vi. Develop a project organization chart, CAD standards, and other relevant project documents.

- vii. Coordination development of plans, specifications, and other deliverables identified with all disciplines.
 - viii. Review and submit monthly invoices to Owner.
- d. Complete preliminary engineering design and preparation of preliminary Construction Documents for the following improvements:
 - i. Process:
 - 1. Coatings:
 - a. Chemical Resistant Coatings:
 - i. Orthophosphate Chemical Room Floor
 - ii. Fluoride Chemical Room Floor
 - iii. Sodium Hypochlorite Chemical Room Floor
 - iv. Chemical Room Hallway
 - b. Sandblast and Recoat Pipes:
 - i. All piping inside filter BWW sump pits
 - ii. Approximately 16' DIP Spray Wash Line to Backwash Tank
 - iii. The specifications will include an allowance for additional touch-up and painting that is not identified as part of the design
 - c. Filter Coatings:
 - i. Coating inspection to be completed by KLM as a part of a separate contract.
 - ii. Coordinate with KLM to select filter coatings.
 - 2. Orthophosphate Room:
 - a. Install pump skid with calibration column for existing Qdos60 pump
 - b. Remove and cap existing air piping for old transfer pump
 - c. Replace tanks, 1000 gallon and 100 gallon
 - d. Replace two transducers with vega units
 - 3. Fluoride Room:
 - a. Remove existing bulk chemical tank and replace with 500 gallon tank
 - b. Replace existing day tank (same volume) 100 gallon
 - c. Replace one chem feed pump with Qdos60
 - d. Install pump skid with calibration column for 1 existing Qdos60 pump and 1 new Qdos60
 - e. Remove and cap existing air piping for old transfer pump
 - 4. Sodium Hypochlorite Room:
 - a. Replace pre-chlorine pump #2 with Qdos60
 - b. Replace day tank. Maintain current volume
 - c. Replace 2 level transducers with Vega units (bulk tanks)
 - d. Replace fill line from hallway into bulk tanks
 - 5. Permanganate Room:
 - a. Replace bulk tank with a 500 gallon unit

- b. Replace fill line from hallway into bulk tanks
 - c. Install 1 Qdos60 feed pump
 - d. Install vega unit for new 500 gallon bulk tank
 - e. Remove existing bulk tank
- 6. Filter Room:
 - a. Replace valve and actuators with in-kind actuators. Scope of replacement to be discussed at the kick-off meeting's walkthrough visits.
 - i. For the backwash reclaim valves located in the sump pits, relocate actuator to be located above the grating with a removable attachment. Grating modifications may be necessary.
 - b. Install hatch access to raw water pipe basement and BWW trenches (4 hatches total). Coordinate with architectural.
- 7. Replace current flow meters with in-kind flow meters.
 - a. Investigate feasibility to change from insertion meters to standard mag meters.
 - b. The following flow meters have been identified for replacement: influent (quantity of 1), effluent (quantity of 1), backwash supply (quantity of 6), and backwash reclaim (quantity of 1).
- 8. Filter Media and Underdrain:
 - a. Remove existing filter media and underdrain nozzles. Replace media and underdrain nozzle replacement in all 6 filters with in-kind.
- 9. Backwash Blowers
 - a. Investigate blower service life to determine if replacement is needed. The fee assumes that blower replacement will be needed. City to provide equipment runtime data.
- 10. Backwash and Reclaim Pumps:
 - a. Investigate the backwash and reclaim pumps' service life to determine if replacement is needed. City to provide equipment runtime data.
 - b. The scope and fee assumes that up to three (3) backwash pumps and up to three (3) reclaim pumps will need replacement.
- 11. Backwash Reclaim Tanks:
 - a. Replacement of the three (3) floating decanters' hose connections.
 - b. Existing floating decanters will be reutilized.
- ii. Mechanical:
 - 1. Orthophosphate and Fluoride Chemical Rooms:
 - a. Replace emergency shower.
 - b. Replace hose bibb.

- c. Replace electric unit heater.
 - d. Evaluate relocating the differential pressure sensor for the heating water system to the chemical corridor (orthophosphate room only).
 - e. Replace sprinkler heads.
 - f. Demolish compressed air piping and cap at wall.
 - g. Replace the exhaust fan and duct work.
- 2. Sodium Hypochlorite Room:
 - a. Replace sprinkler heads.
 - b. Replace the exhaust fan and duct work.
- 3. Permanganate Room:
 - a. Replace the exhaust fan.
 - b. Rebalance air flow.
- 4. Chemical Hallway:
 - a. Replace cabinet unit heater and associated control valve.
- 5. Filter Room:
 - a. Add ductwork to provide air movement in the below-grade spaces.
 - b. Replace backwash exhaust fans as needed. Further investigation of their condition is required.
 - c. Replace the transfer fan serving the chemical rooms.
- 6. Meter Repair Room:
 - a. Replace the two (2) hot water unit heaters.
 - b. Replace the water to air heat pumps.
- 7. Heat Pump Mechanical Room:
 - a. Replace domestic water heater.
 - b. Replace heat pumps (water to water and water to air) and water pumps. Location of new heat pumps will need to be further investigated with consideration of semi-flammable refrigerant ventilation requirements.
- 8. Upper Level Mechanical Room:
 - a. Replace the desiccant dehumidifier.
 - b. Replace the existing electric hot water boilers.
- iii. Architectural:
 - 1. Complete Building Code Analysis for the proposed changes.
 - 2. Remove existing doors in the orthophosphate, fluoride, and permanganate rooms and replace with chemical-resistant double doors.
 - 3. Wall and ceiling re-painting. High performance coatings (floors, pipes, filter vessels, etc.) are included in the process scope.
 - 4. Coordinate new hatch additions or removable grating sections with process for backwash sump pits and metering pits.
 - 5. Assist structural with design of the mezzanine-style platforms to access the top of the filter vessels (handrails and ladder access).

Scope and fee includes design for mezzanine-style platforms through 60% design only.

6. Support grating modifications to relocate the backwash valves' actuators above the sump pit's grating.
7. Evaluate of usability of lower and main levels of the permanganate room to allow the permanganate bulk storage tanks to be moved to the main level. If the bulk tank can be moved, provide architectural design to recondition the space for the Owner's intended use based on a applicable codes.

iv. Structural:

1. Modify containment style of the orthophosphate and fluoride chemical rooms.
2. Rehabilitate the loading dock.
3. Incorporate mezzanine-style platforms to access the top of the filter vessels. Estimated four (4) platforms will be required. Scope and fee includes design for mezzanine-style platforms through 60% design only.
4. Support grating modifications to relocate the backwash valves' actuators above the sump pit's grating.

v. Electrical and I&C:

1. Support the replacement of process equipment requiring electrical connections.
 - a. Review equipment being replaced to determine if electrical services need to be modified to operate the replacement equipment.
2. Support the replacement of mechanical equipment requiring electrical connections.
 - a. Review equipment being resized to determine if electrical services need to be modified to operate the replacement equipment.
3. It is assumed that all existing electrical services will be adequate to power any replacement equipment.

e. Other:

- i. Prepare a Class 3 cost estimate as defined by the Association for the Advancement of Cost Engineering (AACE).
- ii. Prepare preliminary engineering level drawings. Preliminary engineering drawings will consist of the following:
 1. Cover Sheet.
 2. Drawing Index.
 3. Location and Vicinity Map.
 4. General Sheets for each discipline.
- iii. Prepare preliminary engineering Basis of Design Report. Basis of Design Report will identify the final items agreed to between Owner and Engineer for replacement. Basis of Design Report will include the following:

1. Project Background.
 2. Summary of Project Scope identifying final items to be replaced and or modified by each discipline.
 3. Indicate strategies for replacement of equipment, including issues or other items that require Owner discussion or input.
 4. Include a list of applicable codes and standards.
 5. Summary of Project Schedule.
- f. Deliverables:
- i. Meeting minutes.
 - ii. Preliminary engineering cost estimate.
 - iii. Preliminary engineering drawings.
 - iv. Preliminary engineering Basis of Design Report.

2. Final Design

- a. Meetings:
- i. Progress Check-In Meetings: The Engineer will coordinate, prepare for, and lead two (2) 1-hr long progress check-in meetings attended by Owner and the Engineer. The meeting will be both in-person and virtual, and will be hosted by the Owner. Meeting materials will include developing a meeting agenda, preparing meeting minutes summarizing the discussion and decisions, and distributing minutes with meeting attendees. Visuals may be prepared in the form of PowerPoint presentations or handouts to aid in discussion.
 - ii. Design Deliverable Review Meetings: The Engineer will coordinate, prepare for, and lead two (2) 2-hr long design deliverable review meetings (post 60-percent deliverable and post 90-percent deliverable) attended by Owner and the Engineer. The meeting will be both in-person and virtual, and will be hosted by the Owner. Meeting materials will include developing a meeting agenda, preparing meeting minutes summarizing the discussion and decisions, and distributing minutes with meeting attendees. Visuals may be prepared in the form of PowerPoint presentations or handouts to aid in discussion. Engineer does not anticipate requiring a design deliverable review meeting for the final deliverable.
- b. Site Visits:
- i. Engineer may conduct two (2) additional two (2) hour site visits following the in-person deliverable review meetings to gather additional information required to finalize the design.
- c. Project Management and Coordination:
- i. Provide project management for Engineer and subconsultants.
 - ii. Coordinate meetings with Owner and other stakeholders.
 - iii. Lead internal and external quality assurance (QA) and quality control (QC) efforts.

- iv. Maintain internal Earned Value Management (EVM) system and provide updates to City staff regarding project budget and tracking.
- v. Coordination development of plans, specifications, and other deliverables identified with all disciplines.
- vi. Assist Owner in obtaining approval of the final plans and specifications by the Minnesota Department of Health (MDH) and the Department of Labor and Industry (DLI). Owner will be responsible for paying for application fees.
- vii. Review and submit monthly invoices to Owner.
- d. Complete final engineering design and preparation of final Construction Documents for the improvements identified under the Preliminary Design Phase section of this Scope of Basic Services.
- e. Other:
 - i. Prepare cost estimates for the 60-percent and final deliverable milestones. A cost estimate will not be provided for the 90-percent deliverable milestone.
 - ii. Prepare design drawings for 60-percent, 90-percent, and final deliverable milestones.
 - iii. Prepare 60-percent level specification table of contents.
 - iv. Prepare 90-percent and final design level specifications.
- f. Deliverables:
 - i. Meeting minutes.
 - ii. 60-percent deliverable milestone:
 - 1. Drawings.
 - 2. Specifications table of contents.
 - 3. Cost estimate (Class 2 AACE).
 - iii. 90-percent deliverable milestone:
 - 1. Drawings.
 - 2. Specifications.
 - iv. Final deliverable milestone:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Cost estimate (Class 1 AACE).

3. Bidding

- a. Meetings:
 - i. Coordinate, prepare for, and lead one (1) 2-hr long pre-bid meeting on site.
- b. Site Visits:
 - i. Visit the site one (1) time as part of the pre-bid meeting.
- c. Additional Bidding Services:
 - i. Prepare one (1) bid package. Multiple packages will not be prepared.

- ii. Prepare and publish advertisement for bids in accordance with applicable State laws pertaining to competitive bids on QuestCDN. Owner to publish advertisement for bids on local newspaper. Owner to pay for advertising fees.
 - iii. Administer advertisements for bids on QuestCDN.
 - iv. Receive and respond to questions from plan holders.
 - v. Determine the acceptability of "or equals" and substitute materials and
 - vi. equipment proposed by bidders.
 - vii. Issue bid addenda to clarify, correct, or change the issued documents. Limit of three (3) addendums.
 - viii. Coordinate, prepare for, and host a virtual bid opening.
 - ix. Review bids for errors and omissions.
 - x. Tabulate all bids and provide tabulation to Owner.
 - xi. Consult with Owner as to the qualifications of bidders.
 - xii. Prepare a letter of recommendation for awarding the bid.
 - xiii. Assemble final Construction Contract Documents for the Work for execution by Owner and Contractor.
- d. Deliverables:
- i. Meeting minutes.
 - ii. Conformed to Bid plans and specifications with addenda incorporated.
 - iii. Bid Tabulation.
 - iv. Letter of Recommendation for awarding the bid.
 - v. Construction Contract Documents.

Assumptions and Exceptions

1. Any permit application fees are responsibility of the Owner.
2. The scope and fee does not include the completion of a pilot study. It is not anticipated that the Minnesota Department of Health (MDH) will require a pilot study for the Scope of Basic Services identified.
3. 2D AutoCAD will be utilized for any new construction drawing creation for the design components. The scope and fee assume that the original 2D drawings from the Central WTP design can be re-used for this project with limited updates. Markups of existing as-built drawings may be used as needed to convey Work.
4. Special funding requirements, including but not limited to those associated with State Revolving Fund (SRF) programs, such as American Iron and Steel (AIS) and Build America, Buy America (BABA), prevailing wage, construction wage interviews and reporting, are not applicable to this project.
5. Design phase deliverables will be submitted to the Owner for review and comment at each milestone identified in the project scope. It is assumed that the Owner will provide feedback within two (2) weeks of receiving each deliverable. Performance schedule assumes receiving timely feedback from regulatory agencies such as MDH and the Department of Labor and Industry (DLI).

6. Design phase deliverables for each milestone identified in the project scope will be delivered in electronic format only.
7. Performing geotechnical evaluations, explorations, and topographic surveys are not included as part of this scope.
8. Process and Instrumentation drawings (P&IDs) will not be prepared as part of this project.
9. Pre-procurement of equipment is not included as part of this scope. As such, a single bid package will be prepared. The scope does not include the preparation of multiple bid packages.
10. Acceptability of "or equals" and substitute materials or equipment will only be allowed during the bidding phase.
11. This scope of work includes issuing up to a maximum of three (3) addendums.
12. The Bidding Phase will be considered complete upon delivery of final contract documents executed by the Owner and Contractor.

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 of Plymouth, 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 \$450,700.00 hourly not-to-exceed based on the following estimated distribution of compensation:

Category of Services	Compensation Method	Compensation for Services
Preliminary Engineering	Hourly	\$131,500.00
Final Design	Hourly	\$278,000.00
Bidding	Hourly	\$41,200.00

Schedule

The anticipated schedule to render the services listed above is as follows. It is assumed that MDH review will be completed prior to bidding such as comments can be incorporated to the final set that will be used for bidding.

Phase	Completion Date
Project Authorization	August 2026
Kick-Off Meeting and Site Visit	September 2026
Preliminary Engineering	September – October/November 2026
Final Design	November/December 2026 – March/April 2027

MDH Plan Review Bidding Construction	April 2027 May 2027 Estimated to begin Fall 2027
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Engineer's Primary Subconsultants Include:

1. Architectural Consultant:

Oertel Architects, Ltd.
1795 St. Clair Avenue
St. Paul, MN 55105

2. Mechanical Consultant:

Karges-Faulconbridge, Inc.
670 County Road B West
St. Paul, MN 55113

3. Coatings Consultant:

KLM Engineering, Inc.
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125

ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC

2026 HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates*

Administrative 1	\$73.00	I&C Assistant 1	\$112.00
Administrative 2	\$88.00	I&C Assistant 2	\$139.00
Administrative 3	\$103.00	I&C 1	\$166.00
		I&C 2	\$196.00
Communications Specialist 1	\$117.00	I&C 3	\$221.00
Communications Specialist 2	\$137.00	I&C 4	\$234.00
Communications Specialist 3	\$158.00	I&C 5	\$246.00
Communications Specialist 4	\$190.00		
Communications Specialist 5	\$210.00	IT 1	\$145.00
		IT 2	\$196.00
Construction Services 1	\$140.00	IT 3	\$241.00
Construction Services 2	\$171.00		
Construction Services 3	\$190.00	Land Surveyor Assistant	\$107.00
Construction Services 4	\$211.00	Land Surveyor 1	\$129.00
Construction Services 5	\$232.00	Land Surveyor 2	\$156.00
		Land Surveyor 3	\$175.00
Engineering Assistant 1	\$94.00	Land Surveyor 4	\$193.00
Engineering Assistant 2	\$111.00	Land Surveyor 5	\$213.00
Engineering Assistant 3	\$140.00		
Engineer 1	\$152.00	Operations Specialist 1	\$112.00
Engineer 2	\$182.00	Operations Specialist 2	\$140.00
Engineer 3	\$213.00	Operations Specialist 3	\$173.00
Engineer 4	\$246.00	Operations Specialist 4	\$198.00
Engineer 5	\$264.00	Operations Specialist 5	\$222.00
Engineer 6	\$279.00		
		Project Coordinator 1	\$130.00
Engineering Technician 1	\$93.00	Project Coordinator 2	\$145.00
Engineering Technician 2	\$117.00	Project Coordinator 3	\$162.00
Engineering Technician 3	\$141.00	Project Coordinator 4	\$178.00
Engineering Technician 4	\$158.00	Project Coordinator 5	\$201.00
Engineering Technician 5	\$181.00		
		Project Manager 1	\$229.00
Financial Analyst 1	\$126.00	Project Manager 2	\$251.00
Financial Analyst 2	\$142.00	Project Manager 3	\$269.00
Financial Analyst 3	\$171.00	Project Manager 4	\$284.00
Financial Analyst 4	\$187.00	Project Manager 5	\$303.00
Financial Analyst 5	\$209.00	Project Manager 6	\$317.00
GIS Specialist 1	\$117.00	Sr. Designer 1	\$199.00
GIS Specialist 2	\$142.00	Sr. Designer 2	\$221.00
GIS Specialist 3	\$168.00	Sr. Designer 3	\$238.00
GIS Specialist 4	\$188.00		
GIS Specialist 5	\$210.00	Sr. Financial Analyst 1	\$236.00
		Sr. Financial Analyst 2	\$257.00
		Sr. Financial Analyst 3	\$279.00
		Technical Expert 1	\$361.00
		Technical Expert 2	Negotiable

Reimbursable Expense Rates

Transportation	\$0.83/mile
Survey Vehicle	\$1.05/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS/USV – Survey	\$50.00/hour
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$60.00/day
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$302.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.

Plymouth Central WTP Rehabilitation Services Estimated Fee	Puga, PE	Mindermann, PE	Bowman	Lepalla	Siewert, PE	Cleary	Hauptert, PE	Ramseier	Manfredini	Pittman	Kami	Subtotal Hours	Labor	Expenses	Total
	Project Manager	Process Lead	Process EIT	Sr. Process Tech.	Structural Lead	Structural Staff	Electrical Lead	Electrical Staff	Electrical Tech.	I&C Lead	Admin				
	2026 Billing Rate	2027 Billing Rate (assumed rate 5% increase)	2026 Billing Rate	2027 Billing Rate (assumed rate 5% increase)	2026 Billing Rate	2027 Billing Rate (assumed rate 5% increase)	2026 Billing Rate	2027 Billing Rate (assumed rate 5% increase)	2026 Billing Rate	2027 Billing Rate (assumed rate 5% increase)	2026 Billing Rate	2027 Billing Rate (assumed rate 5% increase)			
Preliminary Design Phase (2026 Billing Schedule)	61	44	76	70	29	57	25	51	30	8	8	459	\$92,900	\$38,600	\$131,500
Project Management and Coordination between Disciplines	25										8	33	\$7,574		\$7,574
In-Person Kick-Off Meeting (2 Hrs) and Meeting Prep.	6	3	3		2			2				16	\$3,391	\$100	\$3,491
Progress Check-in Meeting (1 hr) and Meeting Prep.	3	2	2		2		2	2		2		15	\$3,278	\$25	\$3,303
Preliminary Design Phase Review Workshop (2 Hrs) and Meeting Prep	6	3	3		3		3	3				21	\$4,548	\$100	\$4,648
Review of Previous Studies and Data	1	3	4		2		1	3				14	\$2,759		\$2,759
Information Request	2	1	3		1		1	2		2		12	\$2,524		\$2,524
Site Visit (3 hrs) + Prep	5	4	5				4	5				23	\$4,808	\$25	\$4,833
30-Percent Engineering Design and QA/QC	8	16	28		12	25	10	20				119	\$22,508	\$38,295	\$60,803
30-Percent Basis of Design Report	2	8	18		3	6	2	8		3		50	\$9,505		\$9,505
30-Percent Drafting/Drawings				70		18			30			118	\$24,836		\$24,836
30-Percent Cost Estimate	3	4	10		4	8	2	6		1		38	\$7,164		\$7,164
Final Design Phase (2026 and 2027 Billing Schedule)	108	73	142	100	37	90	41	114	95	31	35	866	\$178,900	\$99,100	\$278,000
Project Management and Coordination between Disciplines	40											40	\$9,840		\$9,840
Progress Check-in Meetings (Qty: 2; Duration: 1Hr Each) and Meeting Prep.	8	4	6		3		3	3				27	\$5,799	\$200	\$5,999
60-Percent Design Phase Review Workshop (2 Hrs) and Meeting Prep.	4	2	5		2		3	3				19	\$3,994	\$100	\$4,094
90-Percent Design Phase Review Workshop (2 Hrs) and Meeting Prep.	4	2	5		2		3	3				19	\$3,994	\$100	\$4,094
Site Visits (Qty: 2; Duration: 2 Hrs Each)	6	6	6					6				24	\$4,758	\$200	\$4,958
60-Percent Engineering Design and QA/QC	6	15	28		12	26	10	28			10	135	\$24,951		\$24,951
60-Percent Specifications TOC	2	2	6		1	2	1	5				19	\$3,551		\$3,551
60-Percent Drawings				55		20			45	6		126	\$26,616		\$26,616
60-Percent Cost Estimate	2	6	16		2	5	2	6		2		41	\$7,800		\$7,800
Final Engineering Design and QA/QC (90-Percent and 100-Percent)	10	15	26		8	12	12	40		5	20	148	\$29,372	\$98,498	\$127,870
Final Specifications (90-Percent and 100-Percent)	20	15	28		6	12	5	16		8		110	\$23,141		\$23,141
Final Drawings (90-Percent and 100-Percent)				40		10			50	8		108	\$24,544		\$24,544
Final Cost Estimate (100-Percent)	2	6	10		1	3	2	4		2		30	\$6,184		\$6,184
MDH and DLI Submittal and Coordination	4		6	5							5	20	\$4,273		\$4,273
Bidding Phase (2027 Billing Schedule)	40	10	39	10	4	9	8	15	6	2	18	161	\$34,600	\$6,600	\$41,200
On-Site Pre-Bid Meeting (2 Hrs) and Meeting Prep.	6		8					3				17	\$3,556	\$100	\$3,656
AFBs Publishing and QuestCDN Management	2										4	6	\$1,264		\$1,264
Coordination with Contractors and Answering Questions	10	10	22		2	6	4	6			5	65	\$13,433	\$6,498	\$19,931
Addenda (Max. 3)	10		8	10	2	3	4	6	6	2	5	56	\$12,267		\$12,267
Virtual Bid Opening and Preparation	2		1								2	5	\$1,081		\$1,081
Bid Evaluation and Award Recommendation	2										1	3	\$703		\$703
Contract Documents	8										1	9	\$2,251		\$2,251
Estimated Subtotal Hours for AE2S Staff - 2026	133	81	148	125	51	110	47	105	75	16	18	909			
Estimated Subtotal Hours for AE2S Staff - 2027	76	46	109	55	19	46	27	75	56	25	43	577			
Estimated Labor and Expenses for AE2S Staff	\$ 52,326	\$ 27,557	\$ 47,755	\$ 40,385	\$ 15,119	\$ 24,080	\$ 19,887	\$ 27,960	\$ 29,567	\$ 10,386	\$ 11,245		\$306,400	\$144,300	
	Puga, PE	Mindermann, PE	Bowman	Lepalla	Siewert, PE	Cleary	Hauptert, PE	Ramseier	Manfredini	Pittman	Kami		Total AE2S Fee		\$450,700

CITY OF PLYMOUTH

RESOLUTION No. 2026-

RESOLUTION DESIGNATING CONSULTING ENGINEER FOR PRELIMINARY AND FINAL DESIGN ENGINEERING AND BIDDING SERVICES FOR THE CENTRAL WATER TREATMENT PLANT REHABILITATION PROJECT (WA279006)

WHEREAS, the Central Water Treatment Plant Rehabilitation Project is listed in the proposed 2027-2036 Capital Improvement Plan (CIP); and

WHEREAS, a request for proposal was sent to an engineering firm that has expertise to deliver the project; and

WHEREAS, a proposal was received and evaluated by city staff; and

WHEREAS, staff recommends that Advanced Engineering and Environmental Services, LLC 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 is designated as the city's consulting engineer for the Central Water Treatment Plant Rehabilitation Project (WA279006) in the amount of \$450,700.

BE IT FURTHER RESOLVED, that funding for these services shall be from the Water Fund.

APPROVED by the City Council on this 8th day of September, 2026.

To: Dave Callister, City Manager

Prepared by: Grant Fernelius, CED Director

Reviewed by: Maria Solano, Deputy City Manager

Item: **Approve first amendment to purchase agreement with B & A Holdings, LLC for real property located at 13500 26th Avenue N.**

1. Action Requested:

Approve resolution authorizing first amendment to purchase agreement with B&A Holdings, LLC for real property located at 13500 26th Avenue (a/k/a Fairy Tale Academy).

2. Background:

On July 28, 2026, the City Council authorized a purchase agreement with B&A Holdings, LLC for real property located at 13500 26th Avenue N. This property is also known as the Fairy Tale Academy and is located in the south-east quadrant of I-494 and Highway 55. The city's acquisition of the property is part of a larger effort to redevelop the area.

After the purchase agreement was approved, the seller informed staff that they are choosing to handle the transaction as a 1031 exchange. This is a provision in federal tax code which allows the seller of commercial real estate to exchange or trade properties of similar value and minimize capital gains implications. This is a common practice when a seller intends to reinvest the proceeds of one sale into the purchase of another property. In this case, the seller wants to assign their rights (and the net proceeds) to a third party (Commercial Partners Exchange Company, LLC). There are no material changes to the transaction, in terms of price, date of closing, etc.

The city attorney's office has reviewed the request and finds it acceptable. The City Council is being asked to approve an amendment to the purchase agreement. The attached resolution approves the first amendment and authorizes the mayor and city

manager to execute the necessary documents. Staff anticipates that the closing will occur in late September.

3. Budget Impact:

There is no impact to the General Fund budget related to this action. The purchase of the property will be paid for through an inter fund loan from the Transit Fund.

4. Attachments:

1. First Amendment to Purchase Agreement
2. Resolution

FIRST AMENDMENT TO PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT (this “Amendment”) is made effective as of the ____ day of _____, 2026, by and between **THE CITY OF PLYMOUTH, MINNESOTA**, a Minnesota municipal corporation (“Buyer”), and **B & A HOLDINGS LIMITED LIABILITY COMPANY**, a Minnesota limited liability company (“Seller”).

RECITALS

A. Buyer and Seller entered into that certain Purchase Agreement dated July 28, 2026 (the “Purchase Agreement”) for the purchase and sale of the real property located at 13500 26th Avenue N, Plymouth, Minnesota 55441, legally described as Units Nos. 1 and 2, CIC No. 710, Plymouth C.W. Condominium, County of Hennepin (the “Property”).

B. Seller intends to complete a tax-deferred exchange under Section 1031 of the Internal Revenue Code in connection with its disposition of the Property, and the parties desire to amend the Purchase Agreement to reflect Seller’s exchange and to permit the limited assignment required to complete it.

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Section 1031 Exchange. The following is added to the Purchase Agreement as a new Section 33:

“The Buyer herein acknowledges that it is the intention of the Seller to conduct an IRC Section 1031 Tax-Deferred Exchange and that the Seller’s rights under this Purchase Agreement shall be assigned to Commercial Partners Exchange Company, LLC, to facilitate such exchange. However, any warranties that may be expressed in this contract shall remain and be enforceable between the parties executing this document. Buyer agrees to cooperate with the Seller and/or its assigns in a manner necessary to enable the Seller to initiate said exchange at no additional cost or liability. This Purchase Agreement is part of an integrated, interdependent, mutual and reciprocal plan intended to effectuate an exchange by Seller of a like-kind real properties pursuant to and in accordance with the provisions of Section 1031 of the Internal Revenue Code. The Buyer shall execute and provide to Seller prior to closing, an acknowledgement, that Buyer has received written notice of the assignment of the Seller’s rights under this Purchase Agreement to Commercial Partners Exchange Company, LLC.”

2. Consent to Assignment. Notwithstanding Section 30 (No Assignment) of the Purchase Agreement, Buyer hereby consents to the assignment of Seller’s rights (but not Seller’s obligations)

under the Purchase Agreement to Commercial Partners Exchange Company, LLC, solely for the purpose of facilitating Seller's Section 1031 exchange. Seller shall remain fully liable for all of Seller's obligations under the Purchase Agreement notwithstanding such assignment, and such assignment shall not delay the Closing or impose any additional cost or liability on Buyer.

3. Direction of Proceeds. At Closing, the net sale proceeds otherwise payable to Seller shall be paid by the Title Company directly to Commercial Partners Exchange Company, LLC, as qualified intermediary, pursuant to separate written instructions to be delivered to the Title Company prior to Closing.

4. No Other Changes. Except as expressly amended by this Amendment, the Purchase Agreement remains unmodified and in full force and effect, and is hereby ratified and confirmed. Capitalized terms used but not defined in this Amendment have the meanings given in the Purchase Agreement.

5. Counterparts. This Amendment may be executed in counterparts, including by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

SELLER: B & A HOLDINGS LIMITED LIABILITY COMPANY

By: _____

Vadim Nevelskiy, Owner

BUYER: CITY OF PLYMOUTH, MINNESOTA

By: _____

Jeffrey Wosje, Mayor

And: _____

Dave Callister, City Manager

CITY OF PLYMOUTH

RESOLUTION No. 2026-

RESOLUTION APPROVING AN AMENDMENT TO PURCHASE AGREEMENT

WHEREAS, the City and B & A Holdings Limited Liability Company entered into a Purchase Agreement dated July 28, 2026 ("Purchase Agreement") for the property located at 13500 26th Avenue N., Plymouth, Minnesota, 55441 as further legally described in the Purchase Agreement ("Property"); and

WHEREAS, the Seller intends to complete a tax-deferred exchange under Section 1031 of the Internal Revenue Code in connection with its disposition of the Property; and

WHEREAS, the parties desire to amend the Purchase Agreement to amend the Purchase Agreement to reflect the Seller's exchange and limited assignment to complete the exchange as provided in the Amendment to Purchase Agreement ("Amendment") attached hereto.

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

1. The City Council approves the Amendment; and
2. The Mayor, City Manager and City Clerk are authorized and directed to execute the appropriate documents and take all appropriate measures to acquire the Property under the terms of the Purchase Agreement and Amendment.

APPROVED by the City Council on this 8th day of September, 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 September 8, 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

EXHIBIT "A"

Attach Amendment to Purchase Agreement

To: Dave Callister, City Manager

Prepared by: Jodi Gallup, City Clerk

Reviewed by: Maria Solano, Deputy City Manager

Item: **Approve temporary on-sale liquor license for Plymouth Civic League for event on October 9, 2026**

1. Action Requested:

Adopt attached resolution approving temporary on-sale liquor license for Plymouth Civic League.

2. Background:

The Plymouth Civic League has submitted a temporary liquor license application for the Hilde Performance Center in connection with the rescheduled community concert on October 9. The Plymouth Civic League previously received approval to serve liquor at the July 17 Hilde Nights concert featuring Kat Perkins and the Country Roads Band, which was canceled due to poor air quality. With the concert now set for October 9, the Civic League is requesting approval to serve liquor on the new date.

3. Budget Impact:

License fee of \$50 and liability insurance have been received.

4. Attachments:

1. Resolution

CITY OF PLYMOUTH

RESOLUTION No. 2026-

RESOLUTION APPROVING TEMPORARY LIQUOR LICENSE APPLICATION OF PLYMOUTH CIVIC LEAGUE

WHEREAS, Plymouth Civic League has submitted a Temporary Liquor License application for a city community concert night at the Hilde Performance Center, 3500 Plymouth Boulevard, on October 9, 2026; and

WHEREAS, this event is classified as a community event per Minnesota Statutes concerning Temporary Liquor Licenses; and

WHEREAS, the required fee and certificate of liquor liability insurance have been received.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the Temporary Liquor License application of Plymouth Civic League for a city community concert night at the Hilde Performance Center on October 9, 2026 is approved.

APPROVED by the City Council on this 8th day of September, 2026.

To: Dave Callister, City Manager

Prepared by: Erik Fadden, Public Safety Director

Reviewed by:

Item: **Approve updated Joint Powers Agreement between the City of Plymouth and the Cities of Maple Grove, New Hope and Robbinsdale for Pets Under Police Security (PUPS)**

1. Action Requested:

Adopt attached resolution approving an updated Joint Powers Agreement between the City of Plymouth and the Cities of Maple Grove, New Hope and Robbinsdale for Pets Under Police Security (PUPS).

2. Background:

Pets Under Police Security (PUPS) is an animal control facility located in the City of Maple Grove, which is jointly operated and maintained by member cities. The City of Plymouth is an original member of the facility which organized in December 1990. The City of Maple Grove is the owner/operator and fiscal agent of the facility. PUPS has consistently provided an efficient, safe and economical solution for the impoundment of domesticated animals by city staff when needed. PUPS is overseen by a Board which consists of one member from each city. Last year, the PUPS Board approved an expansion and remodel of the PUPS facility, which has been operating in its current building since 1991. The cost of the remodel and expansion is shared by member agencies and was approved by council at the Sept. 23, 2025 meeting.

Over the past year, the cities of Champlin, Brooklyn Center, Brooklyn Park and Crystal opted out of the JPA. This reduction of members reduced the scope of the expansion project for current members.

The updated Joint Powers Agreement reflects the current expansion and renovation project and membership.

3. Budget Impact:

There will be minimal impact on the police department budget. PUPS annual costs vary based on actual use by the police department (number of pets impounded). The current 2027 budget for PUPS is \$42,000.

4. Attachments:

1. Agreement
2. Resolution

**JOINT POWERS AGREEMENT
for
PETS UNDER POLICE SECURITY (“PUPS”)**

This JOINT POWERS AGREEMENT (“Agreement”) is made and entered into pursuant to Minn. Stat. § 471.59 by the cities of Maple Grove, New Hope, Plymouth, and Robbinsdale (“Members”) as of the Effective Date specified herein.

WHEREAS, the Members acknowledge that in the course of operations of their respective municipal animal control efforts, they encounter animals that require safe, efficient, and economical impoundment;

WHEREAS, the Members desire and intend to maintain an organization by which they may jointly and cooperatively provide for the impoundment of such animals in a jointly operated animal control impound facility (“PUPS Facility”);

WHEREAS, the Members desire to provide for the joint use and shared financial responsibilities of operation of the PUPS Facility;

WHEREAS, the Members are cooperating on a renovation and expansion of the PUPS Facility (“Project”), with construction to begin in Spring 2026;

WHEREAS, the PUPS Facility is located at 11350 89th Ave N, Maple Grove, MN 55369;

BASED UPON AND IN CONSIDERATION OF THE FOREGOING, the Members agree as follows:

1. **Term.** This Agreement shall commence on January 1, 2027 (“Effective Date”) and expire on December 31, 2052 unless earlier terminated as specified herein. Upon expiration of the Term, the Members may negotiate and may agree to extend this Agreement upon terms they may specify.
2. **Membership**
 - a. *Initial membership.* By executing this Agreement, municipalities noted above are the initial Members of PUPS and are subject to the terms and conditions of this Agreement. Initial Members, as participating Members in the Project, shall have the right to remain as Members for the duration of the Term subject to terms and conditions of this Agreement.
 - b. *Additional members.* Any governmental unit may make application to become a member of PUPS. In order to apply, a governmental unit must contact the Board and inform the Board of the governmental unit’s intent to join. Applications will be considered in the sole discretion of the Board. The terms and conditions of membership for other government units shall be set by the Board at the time of such application and shall include without limitation terms and conditions for capital investment, operating expenses, staffing needs, and capacity.

3. **Governance.** The governing body of PUPS shall be a Board of Directors (“Board”). Ongoing facility management and daily operations shall be handled by an Operations Team. The Maple Grove City Administrator may overturn any decision by the Board or Operations Team resulting in modification of the PUPS Facility, staffing and employment and changes, additional expenditures, or increased capital improvement needs.

a. **Board**

- i. *Composition and voting.* The Board shall consist of one board member from each Member city who is that member’s chief of police, a member of its police department command staff, or its highest-ranking administrative officer. Each Member has one vote and proxy voting shall not be allowed. Maple Grove’s representative shall be the board chair and shall have authority to break any tie vote of the Board.
- ii. *Meetings.* Except as otherwise provided in this Agreement, the Board shall meet either virtually or in person as often as it is deemed necessary and keep minutes, in either electronic or written form, of the substance of each meeting. Minutes of the Board meetings shall be made available to Members for their review.
- iii. *Authority.* The Board shall approve the annual operating budget and any decision involving a significant budgetary impact or change, any significant policy changes, any capital improvements, and admission of any new members. The Board shall receive reports from the Operations Team or the Animal Control Coordinator on an as needed basis.

b. **Operations Team**

- i. *Composition.* The Operations Team shall consist of one individual appointed by each Member city. Such individuals shall be familiar with PUPS operations and policies and report to their respective Members’ administrative officers. Maple Grove’s representative shall lead the Operations Team.
- ii. *Authority.* The Operations Team shall meet periodically virtually or in person to discuss PUPS operations, address concerns, troubleshoot, and receive regular reports from the Animal Containment Coordinator.

4. **Management and Use**

- a. *Animal Containment Coordinator.* Maple Grove will select and employ an Animal Containment Coordinator for the PUPS Facility, with the costs of such employment (including wages, benefits, and other related expenses) to be proportionally paid by the Members. The Animal Containment Coordinator shall be empowered to act in the best interests of the PUPS Facility, including as to staff and animal safety and well-being.
- b. *Operational control.* The Animal Containment Coordinator shall have day-to-day operational control of the PUPS Facility, including policies and procedures applicable to all animals in possession of the PUPS Facility, regardless of where the animal originated, and shall act in the best interests of the PUPS Facility. The Animal Containment Coordinator, in consultation with the Operations Team, is responsible for setting the hours of operation, public hours, incidental fees and

charges to be reimbursed by Members, records management, animal care including care provided by third parties, and disposition subject to state law and the rights and obligations of the Members as specified herein.

- c. *Use by non-Members.* Uses of the PUPS Facility by non-Members shall be governed by User Agreements accounting for capital depreciation and operations expenses proportional to the actual or projected use by the non-Member. The Operations Team shall establish guidelines, policies, rates, and fees for any other uses of the PUPS Facility.
- d. *Maintenance.* Maple Grove shall be responsible for all maintenance, repair, replacement, and upkeep of the PUPS Facility necessary to keep it in good repair and clean condition, the costs for which will be paid by the Members in proportion to their share set forth herein. If the Board determines that Maple Grove has failed to perform maintenance or make any of the repairs or changes required by this Agreement, the Board shall notify Maple Grove in writing of the required maintenance, repairs, or changes. Maple Grove has 30 days after receipt of such notice to perform or make the required maintenance, repairs, or changes, after which time upon authorization by the Board any other Member may but are not obligated to perform or make the required maintenance, repairs, or changes, the costs of which shall be shared among all Members in proportion to their share set forth herein. In such event, Maple Grove shall allow reasonable access to the PUPS Facility to any person authorized by the Board to perform maintenance, repairs, or changes. If Maple Grove fails to timely cure under this Article, it shall be liable for any damage to property or loss sustained by the other Members, except damage or loss caused by any other Members' negligent or willful conduct. Maple Grove's failure to timely cure under this Article shall not constitute a default of this Agreement unless such failure significantly impairs the other Members' use of the PUPS Facility.

5. Operations

- a. *Owner-Operator.* Maple Grove shall be the owner, operator, and fiscal agent of PUPS, subject to the rights and obligations of the Members set forth in this agreement. Maple Grove shall control all PUPS operations including but not limited to staffing and billing.
- b. *No facility modifications.* No Member shall take any action to install equipment or modify the PUPS Facility or the real property on which the PUPS Facility is located without express, written, advance approval from the Board.
- c. *Operating Costs.* Operating Costs include all expenses and costs incurred with respect to repair, replacement, maintenance, and operation of the PUPS Facility and equipment, improvements, sidewalk, driveways, and parking facilities. Operating Costs shall include but are not limited to the following:
 - i. Wages, salaries, benefits, and related expenses of all employees engaged in the operation, management, maintenance, and care of animals within the PUPS Facility, including, without limitation, the Animal Containment Coordinator;

- ii. All supplies and materials used in the operation and maintenance of the PUPS Facility;
 - iii. Cost of utilities, including but not limited to water, sewer, heating, lighting, electricity, air conditioning, and ventilation for the PUPS Facility;
 - iv. Maintenance and service agreements for PUPS and the maintenance, service, and replacement of the equipment in the PUPS Facility or parking facilities;
 - v. Costs of all insurance for PUPS, including but not limited to premiums, deductibles, and the costs to purchase and maintain fire, property, casualty, and liability insurance;
 - vi. All common area maintenance costs related to public areas of the PUPS Facility, including but not limited to bathrooms, sidewalks, landscaping, drives, and service areas;
 - vii. Capital expenditures including but not limited to the cost to maintain, repair, or replace all structural components of the PUPS Facility, fixtures, equipment, and site improvements, including Unanticipated Expenses.
- d. *Operating Budget.* Maple Grove shall provide Members and the Board a copy of the proposed budget of the estimated Revenue and Operating Costs for PUPS (the "Operating Budget") by June 1 for the following calendar year. Each Member shall have a reasonable opportunity to comment on the proposed budget before approval by the Board. The Board shall approve the Operating Budget on or before August 31 of each year.
- e. *Administration Fee.* Members shall pay an annual administration fee as set by the Board.
- f. *Cost Sharing.* Members shall share all Operating Costs for PUPS. Cost sharing shall be determined based on (a) the number of impounded animals per Member and non-Member users subject to a User Agreement ("Percentage Share"); or (b) other methodology adopted by a 2/3 majority of the Board. Each Member shall pay Maple Grove the Member's estimated share of Operating Costs in two equal installments due on May 31 and August 31. Maple Grove shall reconcile the final annual Operating Costs and submit an invoice to Members as soon as practicable following December 31 of each year showing the Members' Percentage Share of the amount necessary for reconciliation. Payment of the invoiced amount must be made within 30 days.
- g. *Allocation in the event of a change in Member status.* If a Member ceases to be a Member at any time other than the end of a calendar year, the exiting Member's portion of Operating Costs shall be reallocated to the remaining Members according to their Percentage Share.
- h. *Unanticipated Expenses.* An "unanticipated expense" is an expenditure that is not included in an approved Operating Budget but is necessary for the continued operation of PUPS. Maple Grove shall have discretion in consultation with the Board to approve and incur any Unanticipated Expense.
- i. *Capital Contribution.* Each Member shall by June 30 of each year during the Term make a collective annual capital investment in the PUPS Facility of \$25,000, or in

a different amount subsequently established by the Board in consultation with Maple Grove Finance Department staff, divided among membership according to the following percentage formula: the total annual number of animal impounds attributable to the Member divided by the total annual number of all PUPS animal impounds in the prior year.

e.g. PUPS impounds 900 animals in a given year, including 200 animals from City A. City A is responsible for 22.2% of the total impoundments. At the \$25,000 figure, City A's capital contribution for that year would be \$5,550 (i.e. 22.2% of \$25,000).

Partial year capital contributions shall be prorated.

- j. *Inspection.* Members, at their own expense and through their duly authorized representatives, may at any time during normal business hours and as often as reasonably necessary examine, audit, excerpt, and transcribe any books and records which are pertinent to or involve transactions relating to this Agreement, including verification of amounts and types of expenses which appear on the Operating Budget or statements of actual Operating Costs.
 - k. *Surcharge for problem impoundments.* If the Animal Containment Coordinator determines that a particular impoundment or impoundments are placing an undue strain on PUPS Facility resources due to behavioral issues, disease risk, or animals in excess of capacity, the Animal Containment Coordinator shall make a report and recommendation to the Operations Team, which may in turn report the matter to the Board. The Board shall have discretion to impose an appropriate surcharge on the Member or Members responsible. Each Member responsible for a problem impoundment shall be notified of the issue and provided at least one business day to resolve the issue prior to any surcharge taking effect. Prompt payment of such surcharge shall be made to PUPS. Failure to make such payment shall constitute a Default under this Agreement.
6. **Compliance with Rules and Regulations.** The Members agree to comply with all applicable federal, state, municipal, and local laws, ordinances, and regulations while occupying PUPS. The Members shall comply with Maple Grove's reasonable rules for the safety, care, cleanliness, and preservation of good order of PUPS, provided that the rules are submitted to them in writing and do not conflict with the terms of this Agreement.
7. **Insurance.** Maple Grove will, at all times during the Term of this Agreement, either self-insure or have and keep in force a single limit or excess umbrella commercial general liability insurance policy of an amount not less than \$500,000 per claimant for death, bodily injury, personal injury, property loss and/or damages and \$1,500,000 for total personal injury, bodily injury, property loss and/or damages arising from any one occurrence or greater liability limits which may be subsequently included under Minn. Stat. §§ 466.02 and 466.04, as amended. Maple Grove will furnish Members with Certificates of Insurance documenting the insurance coverage required by this Agreement upon request. All Certificates shall provide that the insurance company shall give 10 days' written notice to the Members of cancellation, non-renewal, or any material change in the policy.
8. **Liability.**

- a. *Cooperative Activity.* Pursuant to Minn. Stat. § 471.59, subd. 1a(a), as amended, this Agreement is intended to be and shall be construed as a “cooperative activity” and it is the intent of the Members that they shall be deemed a “single governmental unit” for the purposes of liability; provided, however, that each Member expressly declines responsibility for the acts or omissions of the other Member. Nothing in this Agreement shall be construed to waive or limit any immunity from, or limitation on, the liability of either Member as provided by law.
 - b. *Third Party.* To the extent that tort damages or other related costs or fees become payable to a third party as a result of this Agreement or the activities carried out pursuant to this Agreement, the Members shall each pay an amount equal to their respective percentage of liability. Notwithstanding the foregoing, this Agreement is solely for the benefit of the Members, it being the express intent of the Members that no other entity or person shall have any right, claim, or interest in this Agreement.
 - c. *Employee Liability Limitation.* No Member shall be responsible or liable for injuries or death of the other Members' employees or officers. Each Member will maintain worker's compensation coverage to the extent required by law on its employees and officers who perform work or use the PUPS Facility pursuant to this Agreement.
 - d. *No Immunity Waiver.* Nothing in this Agreement is intended or should be construed in any manner as a waiver of any Member's immunities or of the tort limits contained in Minnesota Statutes chapter 466.
9. **Indemnification.** Subject to the limitations, immunities, and defenses in Minnesota Statute chapter 466, each Member shall defend, indemnify, and hold harmless the other Members and their officers and employees from and against any and all liability, loss, damages, costs, and expenses which it or its employees or agents may hereafter sustain, incur, or be required to pay arising out of or resulting from the performance of this Agreement, provided that any such claim, damage, loss, or expense is (1) attributable to personal or bodily injury, sickness, disease, or death or to injury to or destruction of tangible property including the loss of use therefrom; and (2) caused by any negligent acts or omissions of the indemnifying Member or its employees, agents, or any other person or entity for whose actions it may be liable.
10. **Dispute Resolution; Applicable Law; Venue.** In the event some or all of the Members are unable to reach agreement regarding interpretation of their rights and obligations under this Agreement, the disagreeing Members shall participate in mediation pursuant to the Minnesota Civil Mediation Act, as amended (currently codified at Minn. Stat. § 572.31 et seq.) prior to initiating any other form of dispute resolution, including legal action. This Agreement is created under and shall be read and construed according to Minnesota law. Any legal action between the Members related to this Agreement shall be venued in a court of competent jurisdiction in Hennepin County, Minnesota.
11. **Default.** If any payment by a Member required by this Agreement remains unpaid for 30 days after written notice or a Member fails to comply with any of the terms and conditions of this Agreement and such failure continues for 30 days after written notice, such Member shall be deemed in default. Upon the occurrence of such default, Maple Grove

in consultation with the Board may, in its discretion, provide notice terminating the defaulting Member's membership in this Agreement and recover damages from the defaulting Member including but not limited to all unpaid amounts due and owing under this Agreement plus and any additional sum as may be determined to be fair and equitable by a court having jurisdiction over this matter, plus interest at the maximum rate allowed by law.

12. **Capital Investments under prior Joint Powers Agreement.** Members were parties to a Joint Powers Agreement ("JPA") for the PUPS Facility that was terminated by Maple Grove effective December 31, 2026. Under the terms of that JPA, Members were entitled to equitable distribution of funds remaining in the PUPS Capital account at the time of such termination. The Members have elected to forego collection of such funds, leaving such funds in PUPS accounts for use for Capital and Operating Costs under this Agreement.

13. **PUPS Facility Closure.** In the event of any catastrophic loss or damage to or destruction of the PUPS Facility making it unsuitable for its intended purpose, Maple Grove in its sole discretion may elect to cease operations of the PUPS Facility. In such event, Maple Grove will provide notice to the Board and any remaining PUPS Capital and any insurance proceeds will be equitably distributed to the Members.

14. **Miscellaneous Provisions**

- a. *Waiver.* Failure by any Member to insist, in any one or more instances, upon strict performance of any term, covenant, or condition of this Agreement or to exercise any option contained in this Agreement shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition, or option, but the same shall continue and remain in full force and effect. The Members shall not be deemed to have waived any provision of this Agreement until expressed in a signed writing.
- b. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- c. *No Assignment.* This Agreement may not be assigned except by the advance, express written consent of all other Members.
- d. *Entire Agreement; Modification.* This Agreement shall constitute the entire agreement among the Members as to the subject matter and any understandings or representations of any kind preceding the execution of this Agreement shall not be binding upon the Members. This Agreement may not be amended or modified except by a written instrument executed by all Members.
- e. *Authority.* Each Member represents and warrants that it has the power and authority to enter into this Agreement. Each Member further represents and warrants that the person or persons executing this Agreement on its behalf have full and complete legal authority to do so, and thereby bind the Member and, to the extent permitted by this Agreement, its successors and assigns.
- f. *Notices.* Any notice or demand, which may or must be given or made by any Member under the terms of this Agreement or any statute or ordinance shall be in writing and be sent registered or certified mail to the other Members addressed as follows:

To: Maple Grove
Police Chief
City of Maple Grove
12800 Arbor Lakes Parkway
Maple Grove, MN 55369

To: New Hope
Police Chief
City of New Hope
4401 Xylon Ave N
New Hope, MN 55428

To: Plymouth
Police Chief
City of Plymouth
3400 Plymouth Blvd.
Plymouth, MN 55447-1448

To: Robbinsdale
Police Chief
City of Robbinsdale
4101 Hubbard Ave N
Robbinsdale, MN 55442

Each Member may designate a different addressee or form of accepting notice at any time by giving written notice to the other Members as provided in this paragraph. Notice delivered by hand shall be deemed received upon delivery.

- g. *Acknowledgement.* Each of the Members affirms and acknowledges that it has fully read, appreciates, and understands the words, terms, conditions, and provisions of this Agreement and is fully satisfied with the same. Each Member affirms and acknowledges that it has been, or had the opportunity to be, represented by legal counsel of its choice.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below:

[Signature Pages to Follow]

CITY OF MAPLE GROVE

By: Mark Steffenson

Its: Mayor

Dated: _____, 2026

By: Heidi Nelson

Its: City Administrator

Dated: _____, 2026

CITY OF NEW HOPE

By:

Its: Mayor

Dated: _____, 2026

By:

Its: City Manager

Dated: _____, 2026

CITY OF PLYMOUTH

By:

Its: Mayor

Dated: _____, 2026

By:

Its: City Manager

Dated: _____, 2026

CITY OF ROBBINSDALE

By:

Its: Mayor

Dated: _____, 2026

By:

Its: City Manager

Dated: _____, 2026

CITY OF PLYMOUTH

RESOLUTION No. 2026-

RESOLUTION APPROVING AN UPDATED JOINT POWERS AGREEMENT BETWEEN THE CITY OF PLYMOUTH AND THE CITIES OF MAPLE GROVE, NEW HOPE AND ROBBINSDALE FOR PETS UNDER POLICE SECURITY (PUPS)

WHEREAS, the police department has a need to provide safe and efficient impoundment of domesticated animals when needed; and

WHEREAS, the Pets Under Police Security (PUPS) has provided this service to the City of Plymouth and other member cities since December 1990; and

WHEREAS, the current joint powers agreement has been updated to include current PUPS member cities and;

WHEREAS, the current joint powers agreement has been updated to include the current renovation and expansion of the PUPS Facility.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the police department is authorized to enter a joint powers agreement with the Cities of Maple Grove, New Hope and Robbinsdale for Pets Under Police Security.

APPROVED by the City Council on this 8th day of September, 2026.

To: Dave Callister, City Manager

Prepared by: Amy Gottschalk, Deputy City Clerk

Reviewed by: Jodi Gallup, City Clerk

Item: **Public hearing for the off-sale intoxicating liquor license application of Bottle Bodega d/b/a Vinifera Wine and Ales, 1400 County Road 101 North, Suite K5**

1. Action Requested:

Following the public hearing, adopt the attached resolution approving the off-sale intoxicating liquor license application of Bottle Bodega LLC d/b/a Vinifera Wine and Ales, 1400 County Road 101 North, Suite K5.

2. Background:

Bottle Bodega LLC submitted an application for an off-sale liquor license as the new owner of Vinifera Wine and Ales, located at 1400 County Road 101 North, Suite K5. This is an existing establishment currently owned by Vinifera Wine and Ales, Inc. The tradename of the establishment will remain the same under the new ownership. The Police Department has conducted the criminal background investigation and has found no reason to deny the license. The required notification was provided to property owners within 500 feet of the site per City Code 1201.25.

3. Budget Impact:

The city has received the required background investigation fee. The prorated license fee for the remainder of the license period will be paid prior to issuance of the license.

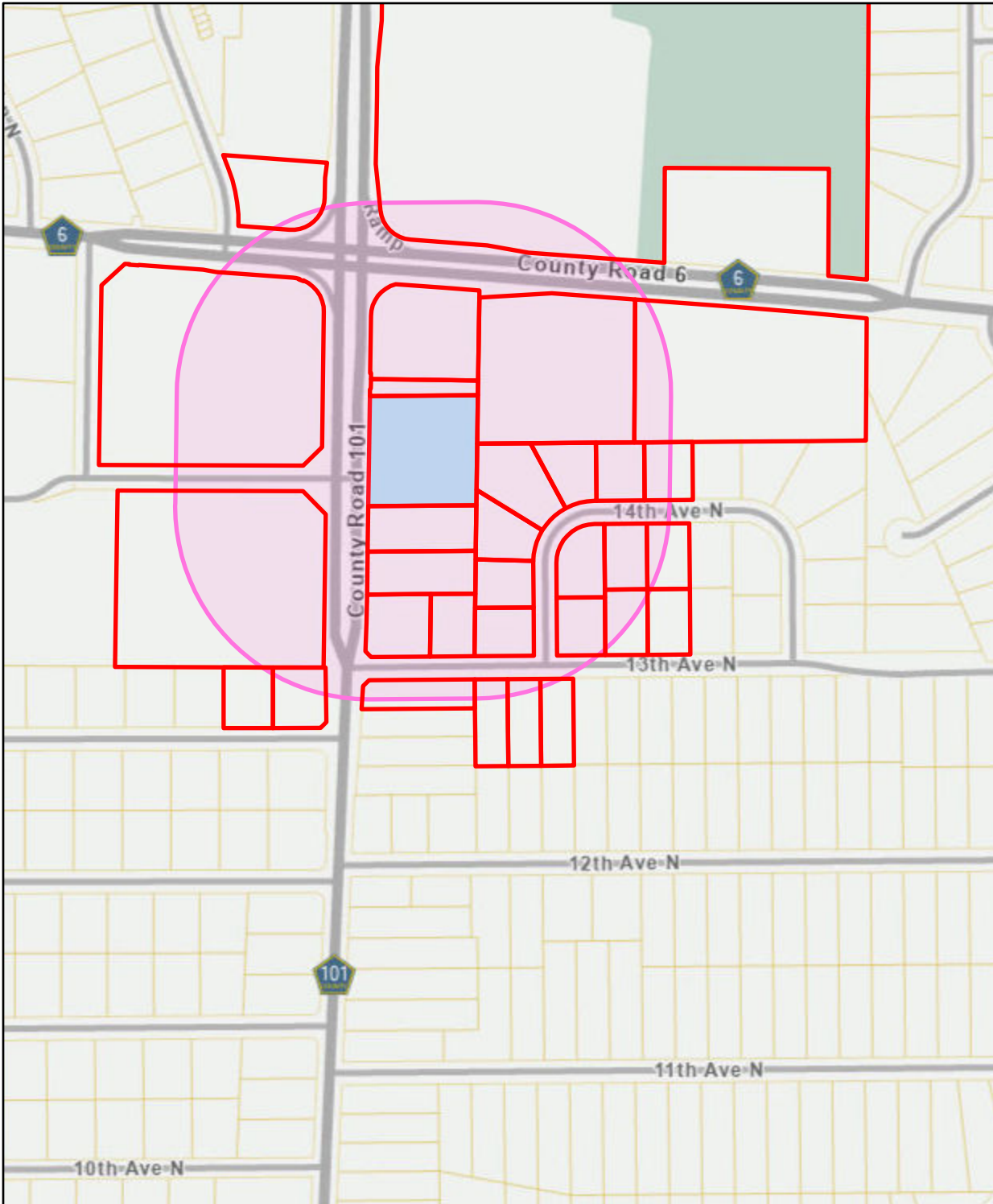
4. Attachments:

1. Buffer and distance map
2. Property owners within 500'
3. Resolution



Hennepin County Locate & Notify Map

Date: 8/18/2026



Buffer Size: 500

Map Comments:

0 100 200 400 Feet
|-----|-----|-----|

This data (i) is furnished 'AS IS' with no representation as to completeness or accuracy; (ii) is furnished with no warranty of any kind; and (iii) is not suitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this data.

For more information, contact Hennepin County GIS Office
300 6th Street South, Minneapolis, MN 55487 / gis.info@hennepin.us

40 29-118-22 32 0003
IND SCHOOL DIST NO 284
P O BOX 660
WAYZATA MN 55391

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 0042
MS GANDY LLC
4605 CONCORD TER
EDINA MN 55424

40 29-118-22 33 0003
KIMBERLY MEADOWS
470 W 78TH ST #260
CHANHASSEN MN 55317

40 29-118-22 33 0018
RICHARD G HOLCOMB
17220 14TH AVE N
PLYMOUTH MN 55447

40 29-118-22 33 0044
LUTHERAN CH ST PHILIP DEACON
17205 CO RD NO 6
PLYMOUTH MN 55447

40 29-118-22 33 0009
MARY COLEMAN/LOUIS ROBARDS
334 MARGARET CIRCLE
WAYZATA MN 55391

40 29-118-22 33 0019
LAWRENCE M SCHNACK
CAROL V SCHNACK
17210 14TH AVE N
PLYMOUTH MN 55447

40 29-118-22 33 0045
CVS
1 CVS DRIVE
WOONSOCKET RI 02895

40 29-118-22 33 0010
NEMESIS CAROLINE SANCHEZ
1330 CO RD 101 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 30-118-22 44 0010
BIGOS-OAKWOOD L L C
8325 WAYZATA BLVD STE 200
GOLDEN VALLEY MN 55426

40 29-118-22 33 0011
SHAWNA KENYON
1310 CO RD NO 101
PLYMOUTH MN 55447

40 29-118-22 33 0027
LESLIE A & SCOTT H KURTZ
17221 14TH AVE N
PLYMOUTH MN 55447

40 30-118-22 44 0011
COMMERCIAL REALTY ADVISORS
6105 KAYMAR DR
EDINA MN 55436

40 29-118-22 33 0012
C-TEC REAL ESTATE HLDGS LLC
17340 13TH AVE N
PLYMOUTH MN 55447

40 29-118-22 33 0028
CATHERINE E PORTER
10624 ADMIRAL COURT
OKLAHOMA CITY OK 73162

40 30-118-22 44 0012
DRF PLYMOUTH DENTAL LLC
7101 78TH ST W STE 100
MINNEAPOLIS MN 55439

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 0033
DEBORAH L SMITH
17210 13TH AVE N
PLYMOUTH MN 55447

40 31-118-22 11 0036
JOSEPH W HOFFMAN
17510 13TH 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 0034
LAMON & LANETTE MARCHBANKS
17220 13TH AVE N
PLYMOUTH MN 55447

40 31-118-22 11 0037
JASON M GREENE
17520 13TH 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 0035
DANIEL P VAN HORN
17300 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 29-118-22 33 0016
DAVID F MEUWISSEN
DANIEL J MEUWISSEN
17300 14TH AVE N
PLYMOUTH MN 55447

40 29-118-22 33 0041
MS GANDY LLC
4605 CONCORD TER
EDINA MN 55424

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

CITY OF PLYMOUTH

RESOLUTION No. 2026-

RESOLUTION APPROVING OFF-SALE INTOXICATING LIQUOR LICENSE APPLICATION OF BOTTLE BODEGA LLC D/B/A VINIFERA WINE AND ALES, 1400 COUNTY ROAD 101 NORTH, SUITE K5

WHEREAS, Bottle Bodega LLC d/b/a Vinifera Wine and Ales, 1400 County Road 101 North, Suite K5, submitted an application for Off-Sale Intoxicating 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 Off-Sale Intoxicating Liquor License application of Bottle Bodega LLC d/b/a Vinifera Wine and Ales, 1400 County Road 101 North, Suite K5, 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 8th day of September, 2026.

To: Dave Callister, City Manager

Prepared by: Lori Sommers, Planning Manager

Reviewed by: Grant Fernelius, CED Director

Item: **Consider moratorium on data centers**

1. Action Requested:

Consider adoption of Ordinance prohibiting the location, establishment and operation of data centers in the City of Plymouth and resolution approving summary publication.

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

2. Background:

A data center is generally defined as a facility used primarily to store, manage, process and transmit digital data. Data Centers house network equipment, servers, cooling systems, generators, etc. The city's zoning ordinance does not currently allow data centers within the city and therefore does not have any standards specifically related to data centers. There has been increased interest in locating data centers in Minnesota. The increased need for data centers is attributed to growth in cloud computing, the rapid shift to cloud-based technologies, increased internet usage, increased streaming services and AI. Several cities in Minnesota are currently processing land use applications related to data centers, and several have adopted moratoriums to further study the matter. Minnesota Statutes 462.355, subd.4 allows cities to adopt an interim ordinance, more commonly known as a moratorium, to allow time to examine the impacts of certain land use issues. Implementing a moratorium related to data centers would allow the city to study potential impacts of data centers and adopt appropriate zoning regulations to address those potential impacts.

At the City Council's study session on August 25, 2026, the council provided consensus to institute a moratorium to allow staff to further study the issue and to ensure a more comprehensive understanding of the development of data centers within the city, while

also ensuring that data centers do not interfere with other land uses, or have substantial negative impacts on the environment, public health, safety and welfare. The interim ordinance/moratorium is requested for a period of twelve months. If the City Council chooses to adopt a moratorium on data centers, city staff will study the matter and make recommendations to the Planning Commission and City Council regarding any reasonable restrictions on the operation of data centers.

3. Budget Impact:

Not applicable.

4. Attachments:

1. Sec. 462.355 MN Statutes
2. Ordinance
3. Resolution for Summary Publication



Office of the Revisor of Statutes

Office of the Revisor of Statutes

2025 Minnesota Statutes

Authenticate  PDF

462.355 ADOPT, AMEND COMPREHENSIVE PLAN; INTERIM ORDINANCE.

Subdivision 1. Preparation and review. The planning agency shall prepare the comprehensive municipal plan. In discharging this duty the planning agency shall consult with and coordinate the planning activities of other departments and agencies of the municipality to insure conformity with and to assist in the development of the comprehensive municipal plan. In its planning activities the planning agency shall take due cognizance of the planning activities of adjacent units of government and other affected public agencies. The planning agency shall periodically review the plan and recommend amendments whenever necessary. When preparing or recommending amendments to the comprehensive plan, the planning agency of a municipality located within a county that is not a greater than 80 percent area, as defined in section [103G.005, subdivision 10b](#), must consider adopting goals and objectives that will protect open space and the environment. When preparing or recommending amendments to the comprehensive plan, the planning agency must consider (1) the location and dimensions of airport safety zones in any portion of the municipality, and (2) any airport improvements identified in the airport's most recent approved airport layout plan.

Subd. 1a. Update by metropolitan municipalities. Each municipality in the metropolitan area, as defined in section [473.121, subdivision 2](#), shall review and update its comprehensive plan and fiscal devices and official controls as provided in section [473.864, subdivision 2](#).

Subd. 2. Procedure to adopt, amend. The planning agency may, unless otherwise provided by charter or ordinance consistent with the municipal charter, recommend to the governing body the adoption and amendment from time to time of a comprehensive municipal plan. The plan may be prepared and adopted in sections, each of which relates to a major subject of the plan or to a major geographical section of the municipality. The governing body may propose the comprehensive municipal plan and amendments to it by resolution submitted to the planning agency. Before adopting the comprehensive municipal plan or any section or amendment of the plan, the planning agency shall hold at least one public hearing thereon. A notice of the time, place and purpose of the hearing shall be published once in the official newspaper of the municipality at least ten days before the day of the hearing.

Subd. 3. Adoption by governing body. A proposed comprehensive plan or an amendment to it may not be acted upon by the governing body until it has received the recommendation of the planning agency or until 60 days have elapsed from the date an amendment proposed by the governing body has been submitted to the planning agency for its recommendation. Unless otherwise provided by charter, the governing body may by resolution adopt and amend the comprehensive plan or portion thereof as the official municipal plan upon such notice and hearing as may be prescribed by ordinance. Except for amendments to permit affordable housing development, a resolution to amend or adopt a comprehensive plan must be approved by a two-thirds vote of all of the members. Amendments to permit an affordable housing development are approved by a simple majority of all of the members. For purposes of this subdivision, "affordable housing development" means a development in which at least 20 percent of the residential units are restricted to occupancy for at least ten years by residents whose household income at the time of initial occupancy does not exceed 60 percent of area median income, adjusted for household size, as determined by the United States Department of Housing and Urban Development, and with respect to rental units, the rents for affordable units do not exceed 30 percent of 60 percent of area median income, adjusted for household size, as determined annually by the United States Department of Housing and Urban Development.

Subd. 4. Interim ordinance. (a) If a municipality is conducting studies or has authorized a study to be conducted or has held or has scheduled a hearing for the purpose of considering adoption or amendment of a comprehensive plan or official controls as defined in section [462.352, subdivision 15](#), or if new territory for which plans or controls have not been adopted is annexed to a municipality, the governing body of the municipality may adopt an interim ordinance applicable to all or part of its jurisdiction for the purpose of protecting the planning process and the health, safety and welfare of its citizens. The interim ordinance may regulate, restrict, or prohibit any use, development, or subdivision within the jurisdiction or a portion thereof for a period not to exceed one year from the date it is effective.

(b) If a proposed interim ordinance purports to regulate, restrict, or prohibit activities relating to livestock production, a public hearing must be held following a ten-day notice given by publication in a newspaper of general circulation in the municipality before the interim ordinance takes effect.

(c)(1) A statutory or home rule charter city may adopt an interim ordinance that regulates, restricts, or prohibits a housing proposal only if the ordinance is approved by majority vote of all members of the city council.

(2) Before adopting the interim ordinance, the city council must hold a public hearing after providing written notice to any person who has submitted a housing proposal, has a pending housing proposal, or has provided a written request to be notified of interim ordinances related to housing proposals. The written notice must be provided at least three business days before the public hearing. Notice also must be posted on the city's official website, if the city has an official website.

(3) The date of the public hearing shall be the earlier of the next regularly scheduled city council meeting after the notice period or within ten days of the notice.

(4) The activities proposed to be restricted by the proposed interim ordinance may not be undertaken before the public hearing.

(5) For the purposes of this paragraph, "housing proposal" means a written request for city approval of a project intended primarily to provide residential dwellings, either single family or multi-family, and involves the subdivision or development of land or the demolition, construction, reconstruction, alteration, repair, or occupancy of residential dwellings.

(d) The period of an interim ordinance applicable to an area that is affected by a city's master plan for a municipal airport may be extended for such additional periods as the municipality may deem appropriate, not exceeding a total additional period of 18 months. In all other cases, no interim ordinance may halt, delay, or impede a subdivision that has been given preliminary approval, nor may any interim ordinance extend the time deadline for agency action set forth in section [15.99](#) with respect to any application filed prior to the effective date of the interim ordinance. The governing body of the municipality may extend the interim ordinance after a public hearing and written findings have been adopted based upon one or more of the conditions in clause (1), (2), or (3). The public hearing must be held at least 15 days but not more than 30 days before the expiration of the interim ordinance, and notice of the hearing must be published at least ten days before the hearing. The interim ordinance may be extended for the following conditions and durations, but, except as provided in clause (3), an interim ordinance may not be extended more than an additional 18 months:

(1) up to an additional 120 days following the receipt of the final approval or review by a federal, state, or metropolitan agency when the approval is required by law and the review or approval has not been completed and received by the municipality at least 30 days before the expiration of the interim ordinance;

(2) up to an additional 120 days following the completion of any other process required by a state statute, federal law, or court order, when the process is not completed at least 30 days before the expiration of the interim ordinance; or

(3) up to an additional one year if the municipality has not adopted a comprehensive plan under this section at the time the interim ordinance is enacted.

History: [1965 c 670 s 5](#); [1976 c 127 s 21](#); [1977 c 347 s 68](#); [1980 c 566 s 24](#); [1983 c 216 art 1 s 67](#); [1985 c 62 s 1,2](#); [1995 c 176 s 4](#); [2004 c 258 s 1](#); [2005 c 41 s 17](#); [1Sp2005 c 1 art 1 s 91](#); [2008 c 297 art 1 s 59](#); [2010 c 347 art 1 s 24](#); [2017 c 94 art 11 s 3](#); [1Sp2019 c 3 art 3 s 109](#)

Official Publication of the State of Minnesota
Revisor of Statutes

CITY OF PLYMOUTH

ORDINANCE NO. 2026-____

AN INTERIM ORDINANCE PROHIBITING THE LOCATION, ESTABLISHMENT, AND OPERATION OF DATA CENTERS IN THE CITY OF PLYMOUTH

THE CITY OF PLYMOUTH ORDAINS:

Section 1. Authority and Purpose.

1. Communities in Minnesota have been managing development applications for the siting and construction of data centers.
2. These uses have the potential to have impacts upon neighboring properties, including but not limited to electricity and water consumption, and light and noise impacts.
3. As provided by Minnesota Statutes § 462.357, zoning regulations are enacted to promote the public health, safety, morals, and general welfare, and there is an emergent and immediate need to study data center uses, to ensure that zoning standards appropriately provide for public safety, health, and welfare in the city.
4. Pursuant to Minnesota Statutes § 462.355, subd. 4, the city has the power to enact an interim ordinance “for the purpose of protecting the planning process and the health, safety and welfare of its citizens.” Specifically, the city has the power to enact a moratorium by interim ordinance in order to examine the impacts of these uses and the efficacy of current city zoning regulations, and to undertake a study of the issue for future regulation.

Section 2. Definitions. For purposes of this Interim Ordinance and the scope of application, the term *data center* shall mean the following:

A facility or a complex of buildings and facilities used primarily for the storage, management, processing, and transmission of digital data, including but not limited to cryptocurrency mining, AI generation, and support of the internet, which houses computer and/or network equipment systems, servers, appliances and other associated components related to digital data operations. The facility may also include air handlers, power generators, water cooling systems and water storage facilities, utility substations, and other associated utility infrastructure to support sustained operations at a data center. A data center complex/campus may include data management or storage buildings and ancillary support buildings and structures, including secure and controlled entrances, perimeter fencing, sally-ports, and cargo screening buildings. This definition does not include any new or existing data center facility or complex having less than 75,000 square feet of gross floor area. For purposes of this definition, the gross floor area of all facilities or buildings comprising or supporting a single data center complex or campus shall be aggregated.

Section 3. Findings. The City Council finds that:

1. There is a need to study data center uses in the city, and to determine whether data center uses are consistent with the intent of the zoning ordinance, and whether they are consistent with the city's comprehensive plan.
2. It is in the city's best interest to restrict the expansion and establishment of data centers, or the development of property for a data center while the study is on-going. Specifically, the city wishes to ensure that data centers do not interfere with other land uses, or have substantial negative impacts on the environment, public health, safety, and welfare.
3. There is a need to adopt a city-wide moratorium for the purpose of protecting the planning process related to the location, establishment, and operation of data centers in the city, and for the purpose of examining the impacts of these uses.

Section 4. Moratorium. Commencing on the effective date of this Interim Ordinance and for the term set forth in Section 7 of this Interim Ordinance, all property located within the City of Plymouth shall be subject to the following regarding the establishment or operation of a data center:

1. Planning or zoning applications related to a data center shall not be accepted or considered while the moratorium is in effect.
2. No proposal for rezoning related to a data center (which includes planned unit development amendments and planned unit development concepts) or comprehensive plan amendment shall be recommended for approval by the Plymouth Planning Commission or be or approved by the City Council.
3. No conditional use permit or variance related to a data center shall be recommended for approval by the Plymouth Planning Commission or be or approved by the City Council.
4. No property within the city related to a data center shall be replatted or subdivided.

Section 5. Study. The City Council directs city staff to study the efficacy of current zoning regulation regarding data center uses within the City of Plymouth. Staff must also study the need for creating or amending zoning ordinance provisions to protect the residents of Plymouth from any potential negative impacts of such uses. Upon completion of the study, the City Council, together with the Planning Commission as the City Council deems appropriate or, as may be required by law, will consider the advisability of amending its current ordinances.

Section 6. Enforcement. The city may enforce this Interim Ordinance by mandamus, injunctive relief, or other appropriate civil remedy in any court of competent jurisdiction. The City Council hereby authorizes the City Manager, in consultation with the City Attorney, to initiate any legal action deemed necessary to secure compliance with this Interim Ordinance.

Section 7. Term. The moratorium established under this Interim Ordinance shall remain in effect until the date of the adoption of the official controls contemplated hereunder or September ____, 2027, whichever occurs first (the "Expiration Date"). The City Council may extend this Interim Ordinance as set forth in Minnesota Statutes § 462.355, subd. 4. If it is not extended or rescinded earlier by the City Council, this Interim Ordinance will automatically expire on the Expiration Date.

Section 8. Effective Date. This Interim This Ordinance shall be in full force and effect upon its passage.

ADOPTED by the City Council this ____ day of September, 2026.

CITY OF PLYMOUTH

BY: _____
Jeffry Wosje, Mayor

ATTEST:

Jodi M. Gallup, City Clerk

CITY OF PLYMOUTH

RESOLUTION No. 2026-_____

RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE No. 2026-__

NOTICE IS HEREBY GIVEN that, on September ___, 2026, an Interim Ordinance was adopted by the City Council of the City of Plymouth, Minnesota.

NOTICE IS FURTHER GIVEN that, because of the lengthy nature of the Interim Ordinance, the following summary of the ordinance has been prepared for publication and approved by the City Council as authorized by state law.

This Interim Ordinance places a moratorium on the location, establishment, or operation of data centers in the City of Plymouth until _____ 2027. During the moratorium, the city will conduct a study to determine whether city must amend its zoning ordinance to address the impacts upon public health, safety and welfare created by data centers.

A printed copy of the entire ordinances are available for inspection at the City Clerk's Office during regular office hours.

APPROVED for summary publication by the City Council on this ____ day of ____, 2026.